

THE WOODS AT FARM ROAD

Land off Farm Road and Berlin Road

Bolton, MA

COMPREHENSIVE PERMIT APPLICATION

(4 Homeownership Units)

Submitted to:

Bolton Zoning Board of Appeals
February 2020

Submitted by:

The Woods at Farm Road, LLC.
and
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**Admitted in MA and NH*

March 3, 2020

Bolton Zoning Board of Appeals
Bolton Town Hall
663 Main Street
Bolton, MA 01740

RE: Berlin Road and Farm Road, Bolton – Comprehensive Permit Application

Dear Members of the Board,

This office represents The Woods at Farm Road, LLC, David Spertner, Manager, regarding the above referenced property. The Woods at Farm Road, LLC received a Project Eligibility Letter, pursuant to Massachusetts General Laws Chapter 40B, from MassHousing on December 6, 2019, for a proposed development located on a 2.47 +/- acre site at Berlin Road and Farm Road, Bolton.

The proposed development will consist of four (4) single-family detached homeownership units situated in Bolton, MA. Three (3) of the units be sold at market rate and one (1) of the units will be sold as affordable units to those who earn 80% or less of the area median family income and will be counted on the Town of Bolton's affordable housing inventory.

Enclosed please find the application, filing fees and required documents as per the Town of Bolton's application requirements. Please let me know if you require any further information. We look forward to formally presenting this application to the Zoning Board of Appeals.

Thank you for your time and attention to this matter.

Very Truly Yours,
Deschenes & Farrell, P.C.



Douglas C. Deschenes



TOWN OF BOLTON BOARD OF APPEALS

Filed with the Town Clerk on:

Town Hall, 663 Main Street, Bolton MA 01740

Phone 978-779-3308 Fax 978-779-5461

TOWN CLERK

APPLICATION FOR HEARING

PART I. Background Information (Provided by Applicant to the Town Clerk):

Applicant/Petitioner:	The Woods At Farm Road, LLC David Spertner, Manager Robert Pace Attorney Douglas C. Deschenes, Attorney for Applicant/Owners
Address of applicant:	56 Central Ave, Unit #1, Newton, MA 02460
Applicant is:	X-Owner -Tenant -Licensee -Prospective Buyer
Property address:	Berlin Road and Farm Road, Bolton, MA
Assessor Map/Parcel Number of property	Map 3. C, Parcel 72
Deed reference(s):	Book <u>60035</u> , Page <u>275</u>
Owner name (if person other than applicant)	Owner is Applicant
Owner address:	Same as Applicant Address
Owner telephone number:	603-548-9990
Application & all other materials and fee for:	-Variance, \$100 + \$6 per abutter on certified abutters list -Special Permit, \$100 + \$6 per abutter on certified abutters list -Appeal of Decision, \$100 XX -Comprehensive Permit Administrative Fee - \$500.00 Consultant Review Fee - \$5,000 plus \$100/unit = \$5,400.00 -Amend Existing Decision (\$100 + \$6 per abutter for special permits and variances; \$500 administrative fee for comprehensive permits if change(s) are deemed substantial. If necessary, additional consultant review fee determined by ZBA)

Description of problem for which relief is sought:	Seeking Comprehensive Permit
Applicable section(s) of Zoning Bylaws or other reference for consideration by Board of Appeals:	M.G.L Chapter 40B
Justification for request: (attach additional information if necessary)	Applicant is seeking Comprehensive Permit pursuant to M.G.L. Chapter 40B and the Bolton Zoning Board of Appeals Comprehensive Permit rules and regulations.
<p>The undersigned certifies that he/she has read and examined this application and the Bolton Zoning Board of Appeals Rules and Regulations, and that the proposed project is accurately represented in the statements made in this application.</p> <p>I hereby request a hearing before the Board of Appeals with reference to the above application.</p>	
_____ Property Owner's Signature	_____ Date
_____ Property Owner's Signature	_____ Date
_____ Applicant's Signature (if different from owner) Attorney Douglas C. Deschenes – Attorney for the Applicant/Owners	_____ 3-3-20 Date

This form, completed by the applicant, must accompany the pertinent application materials (see sections 4, 5, or 6 of the Zoning Board of Appeals Rules and Regulations) to comprise a complete application.

This application will be reviewed by the Board of Appeals. An application found to be incomplete upon receipt by the Board of Appeals may be

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- B - MassHousing Corporate Information
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- E - Project Eligibility Letter
- F - Affordable Housing Restriction
- G - ProForma
- H - Regulatory Agreement
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1. OVERVIEW

The Woods at Farm Road, located on Berlin Road and Farm Road in Bolton, Massachusetts See *Figure 1* below and Exhibit A, is a proposed development on approximately 2.47 +/- acres of land, which will consist of four (4) single family, three (3) bedroom units. (the "Development"). The Development consists of one (1) affordable unit as well as three (3) market rate units. The statute requires that a minimum of 25% of the units be made affordable to families whose income is at or below 80% of the median family income, adjusted for household size for the designated United States Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) Area, as determined by the Massachusetts Department of Housing and Community Development (DHCD). The Owner, Developer and Applicant for the Development is The Woods at Farm Road, LLC.

Figure 1 – Locus Map



Locus Map – Town of Bolton GIS

2. MASSHOUSING

A copy of MassHousing's corporate information is provided as Exhibit B. The Program, administered by MassHousing and funded through the New England Fund ("NEF") Program of the Federal Home Loan Bank of Boston, is the lending program for the Development. The Program overview is included as Exhibit C.

MassHousing will serve as the Project Administrator. A copy of the Project Eligibility/Site Approval Application is attached as Exhibit D. MassHousing granted a Project Eligibility (Site Approval) Letter dated December 6, 2019. A copy of the Project Eligibility Letter is attached as Exhibit E.

Application of the Program requirements to the Development is proposed as follows:

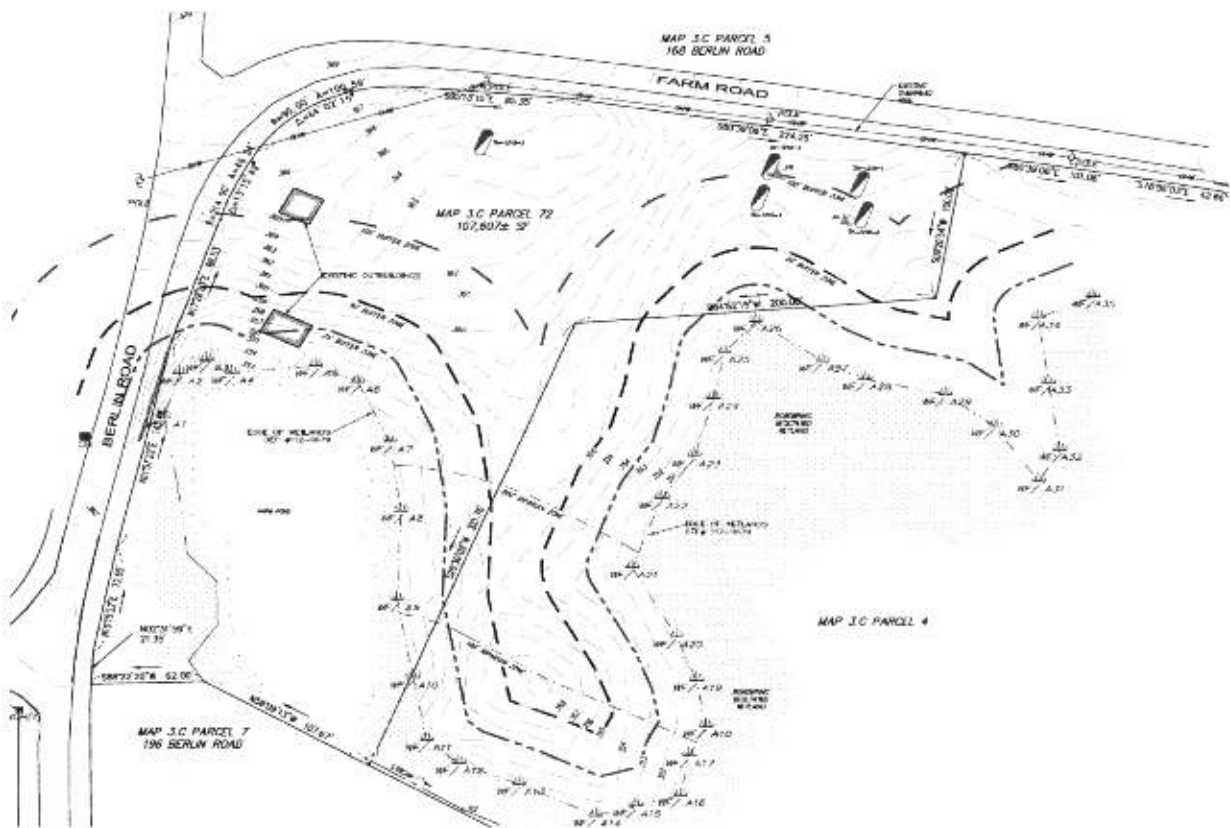
- A. The Applicant will offer a minimum of 25% of the units for sale to households earning no more than 80% of the area median income, adjusted for household size, as published by HUD. The most recent HUD income limits indicate that 80% of the current median family income for a 4-person household for Bolton is \$151,618.00.
- B. An Affordable Housing Restriction ensuring the units remain affordable to future buyers in perpetuity will govern the affordable unit. See Exhibit F for the Affordable Housing Restriction.
- C. The Applicant is a limited dividend organization and has agreed to limit the profit on the Development in conformance with the applicable regulations. A copy of the projected Proforma is attached hereto as Exhibit G.
- D. The Applicant will comply with the Land Value Policy described in section IV (B) (1) of the Comprehensive Permit Guidelines issued by the DHCD and, if applicable, MassHousing's Acquisition Value Policy. The maximum permissible acquisition value that can be included in the Development Budget approved at Final Approval and at the time of Cost Examination/Cost Certification, for limited dividend purposes is the "As Is" value (determined by the MassHousing commissioned independent appraisal) of \$215,000.00 plus reasonable and verifiable carrying costs (where permitted by the Guidelines) from the date of the Site Approval application.
- E. The Applicant will enter into a Regulatory Agreement with MassHousing in the form for the applicable Program, ensuring compliance with the requirements of the Comprehensive Permit Rules and the Program. The legal description of the Site attached to the Regulatory Agreement will be recordable. See Exhibit H for the Regulatory Agreement.
- F. In order to satisfy the Program requirements, financing for the Development will originate from the subsidizing lender currently proposed to be Salem Five, which is a member of the Federal Home Loan Bank of Boston (FHLBB). A minimum of 25% of the construction costs will be obtained from the NEF Program. Evidence of firm commitment for financing for the Development will be provided during the request to MassHousing for Final Approval. The Regulatory Agreement will provide that any transfer of all or a portion of the NEF lender's interest (including participation or sale of servicing rights) during the entire term of the construction financing will be subject to the approval of the Subsidizing Agency.
- G. The Development will comply with the Commonwealth's Sustainable Development Principles embraced by DHCD.

3. THE PREMISES

Existing Conditions

The subject site is located on the corner of Berlin Road and Farm Road in Bolton, Massachusetts. The parcel is mapped as Bolton Tax Map 3.C, Parcel 72 and contains approximately 2.47 +/- acres land. The site is zoned Residential and currently contains two outbuildings in the western portion of the property. The property is maintained as a field and a portion of the property contains a bordering vegetated wetland subject to an Order of Resource Area Delineation under DEP 112-0679. The existing conditions are detailed on sheet C1.2 of the enclosed plan set (See Exhibit J) and shown as Figure 2 below.

Figure -2 Existing Conditions



The topography of the site slopes from a high point near the Berlin Road and Farm Road intersection towards the southerly property boundary. The site is abutted by Berlin Road and Farm Road to the north and west, a residential property to the south, and undeveloped field and wooded areas to the east and southeast. Approximately 90% of the upland portion of the property is a field with wooded areas near the edge of the bordering vegetated wetland. The highest elevation on the site exists in the northwest corner of the property and is approximately 367 feet (NAD 1988) and the lowest elevation on the site exists along the southerly property line and is approximately 352 feet (NAD 1988).

The Natural Resources Conservation Service (NRCS) Soil survey of Worcester County, Massachusetts defines the soils within the Development area as Hinckley loamy sand with an

associated hydrologic soil group of 'A'. Exhibit I contains a soil report generated using the NRCS website containing soil definitions for the soils within the analyzed area. This has been confirmed by onsite soil testing.

Subsurface testing was performed on the site under the supervision of the Bolton Board of Health in December of 2018. The tests were performed to determine the suitability of the soil for an onsite sewage disposal system. The tests revealed that the soils consist of a mixture of sand and gravel with groundwater observed between 4-feet and 5.5-feet below grade.

A plan showing the existing site conditions and the surrounding areas is included in the Site Plans. See Exhibit J for Site Plans.

Proposed Conditions

The site is largely buildable and post development allows for 89.7% of the site to be maintained as open space as shown below on Figure 3. There are wetland resource areas as defined and regulated by the Wetland Protection Act (WPA) 310 CMR 10.00 and the Bolton Wetland Bylaw which on the southerly portion of the site. The boundary of wetland resource areas has been confirmed by an Order of Resource Area Delineation under DEP112-0679.

Figure -3 Open Space Summary

Number of Buildings	4
Building coverage	5.2%
Parking & Paved Areas	5.1%
Total Lot Coverage (Building & Paved Areas)	10.3%
Total Open Space	89.7%
Total Area	107,607 S.F. (2.47 AC)

A perennial stream is located near the southerly lot corner. The extent of the 100-foot and 200-foot riparian zone are depicted on the Existing Conditions Plan. No alterations are proposed within the riparian zones.

No portion of the property is located in a flood plain as shown on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), Community Panel 25027C0486F, effective date July 16, 2014.

No portion of the site is located in a Natural Heritage Endangered Species Program (NHESP) Estimated Habitat of Rare Wildlife or Priority Habitat of Rare Species as shown by the Natural Heritage Atlas dated August 1, 2017.

4. THE DEVELOPMENT

The proposed building layout will consist of four (4) detached single family style buildings. The buildings are all two-stories in which the exterior will consist of cottage style features with an option of stone façade for Buyers. Please see Figures 4 and 5 below for a site plan and building elevations. The proposed exterior materials and architecture are designed to fit into the site and the surrounding area. Each unit is proposed to have individual entrances, a garage and patio. See Exhibit K for Architectural Plans.

Figure - 4 Site Plan

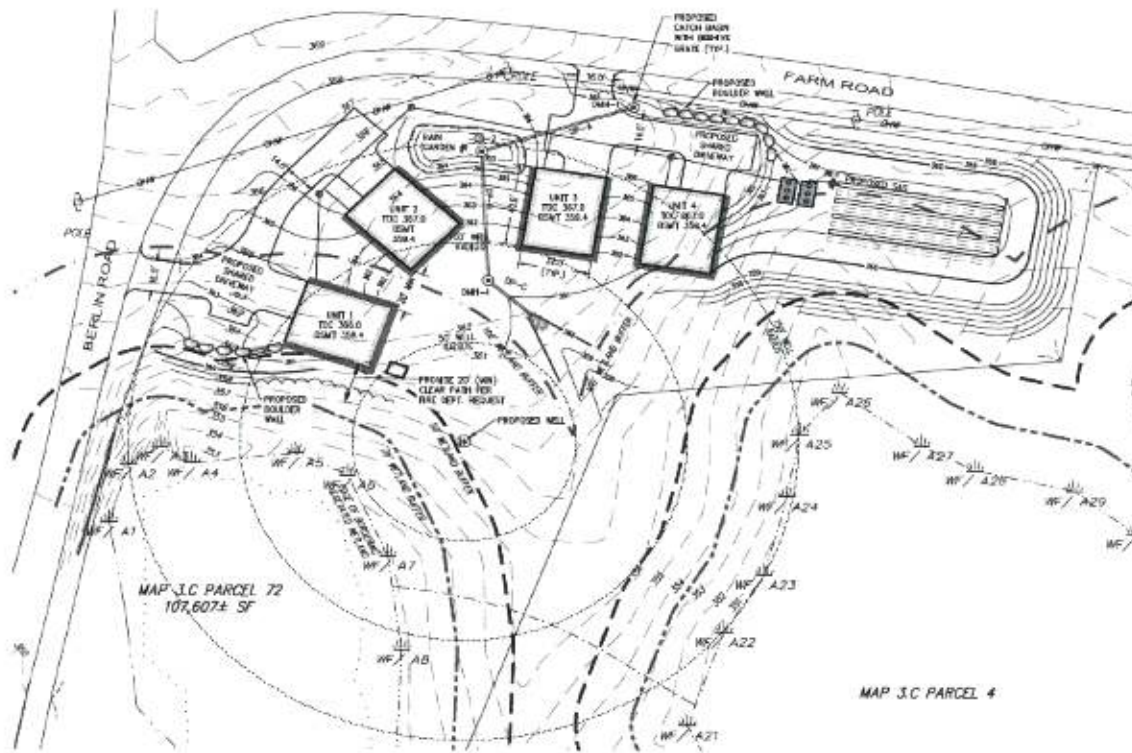


Figure - 5 Building Elevations



Site utilities will include a private sewage disposal system, private well and a drainage system to capture surface runoff. The drainage system is sized to handle the additional flow from the proposed impervious areas. 310 CMR 10.05(6)(1) states that the Stormwater Management Standards shall not apply to the Development, as it is a development of four (4) or fewer units that does not discharge to critical areas.

Parking for cars is proposed to be provided on-site. All of the units will have two (2) car garages with the ability to park an additional two (2) cars in the driveway. In response to comments from the Fire Department during a site walk with MassHousing, the driveway entrances have been oversized to accommodate emergency vehicles.

All units will comply in full with State Building Code and any State Environmental Regulations, and with all applicable local codes, ordinances and by-laws (except as waived by the Zoning Board of Appeals). Please see *Figure 6* below for zoning summary relative to Bolton Zoning Bylaws §250-13 Dimensional Regulations.

Figure - 6 Zoning Summary (Chart)

ZONING DISTRICT: RESIDENTIAL

BOLTON ZONING BYLAW §250-13 DIMENSIONAL REGULATIONS:

	REQUIRED	PROVIDED
MIN LOT AREA	80,000 SF	107,593 SF
MIN LOT FRONTAGE	200'	404.2' (FARM RD) OR 439.5' (BERLIN RD)
MIN WIDTH AT 100' FROM STREET LINE	150'	394'
MIN FRONT YARD	50'	41.1' (FARM ROAD) OR 58.9' (BERLIN RD)
MIN OTHER YARDS	20'	41.1' (FARM ROAD) OR 58.9' (BERLIN RD)
MIN SHAPE FACTOR	0.5	0.69

A. Utilities

Water

Water will be provided by the proposed on-site private well. The well will be in full compliance with the water quality and quantity required by Board of Health Regulations.

Electric/Telephone/Cable

Electric, telephone and cable exist on Berlin and Farm Road and will be extended into the Development with no significant impact on existing service anticipated.

Sanitary Waste

The Development will be serviced by a private sewage disposal system in full compliance with the State Environmental Code (310 CMR 15).

B. Construction

It is estimated that construction would commence within ninety (90) days of the final approvals and would take twelve (12) months to complete. The Development sequence would include building the infrastructure (pavement, utilities, drainage and grading) first, then constructing the individual units. The market rate units would be sold as they are completed, and the affordable unit would be sold in accordance with the DHCD guidelines.

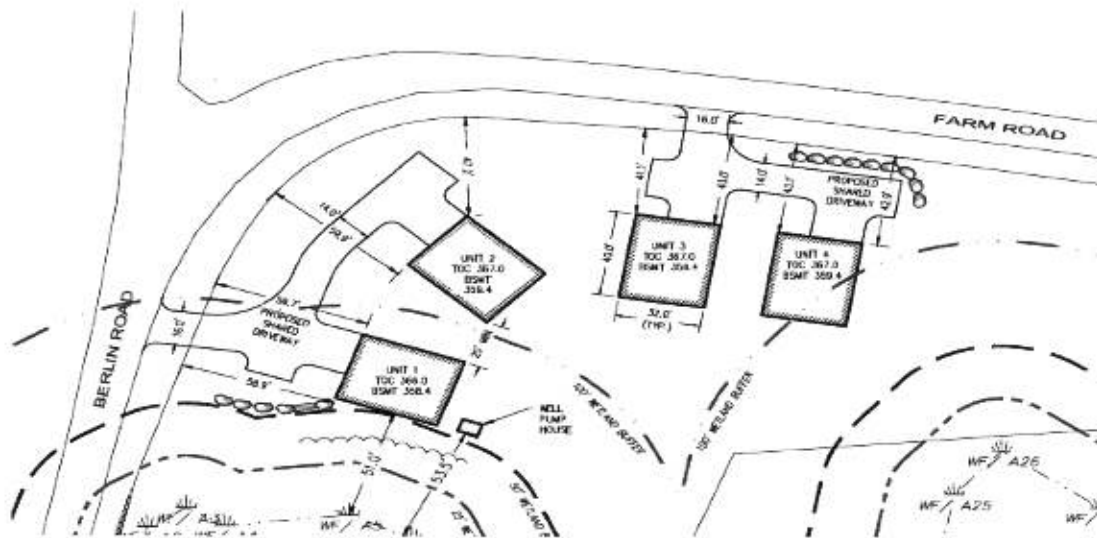
5. NARRATIVE STATEMENT OF DEVELOPMENT IMPACTS

General

A. Traffic/Access

The proposed Development will utilize two (2) new sixteen (16) foot wide paved shared driveways as shown in *Figure 7* below. The driveways will provide access for two (2) of the units from Berlin Road and two (2) of the units from Farm Road. The driveways will remain privately owned and maintained by the future Homeowner's Association.

Figure - 7 Road entrance along Farm Road and Berlin Road



The net increase in traffic on Berlin Road and Farm Road will be generated by the four (4) additional homes in the Development. Based on the Institute of Transportation Engineers Trip Generation 10th Edition manual, the average trips per day per dwelling unit is 9.44 (Single-Family Detached Housing). Therefore, a total of 37.76 vehicle trips per day are expected as a result of this Development. Given the existing characteristics of Berlin Road, Farm Road and the surrounding area, this increase in traffic volume is not expected to have a significant impact on neither Berlin Road or Farm Road.

B. Historical

No historic structures or resources are proposed to be impacted with the proposed Development.

C. Wetlands

A bordering vegetated wetland ("BVW") exists along the edge of the existing field. As noted, the limits of resource areas on the site have been established by an Order of Resource Area Delineation issued by the Bolton Conservation Commission. The Development has been designed without alteration of BVW. However, the Development will require the filing of a Notice of Intent with the Bolton Conservation Commission under the Massachusetts Wetland Protection Act and the local Wetlands By-law as work is proposed within the 100 ft. buffer zone to the on-site BVW.

D. Stormwater

Figure-8 Rain Garden



Stormwater management for this Development has been designed to appropriately handle additional flows from impervious areas via a raingarden as shown in *Figure 8* above. The system incorporates Best Management Practices (BMPs). The Development has been designed to minimize impacts on nearby resource areas from both the construction and post-construction of the proposed Development.

The drainage system will provide water quality treatment, recharge, and detention of runoff generated from paved areas. See Exhibit L for drainage calculations.

Municipal Services

A. Public Safety

The Development will be serviced by the Town of Bolton Police and Fire Departments.

Construction Impacts

A. Noise

As designed, the proposed Development will not result in or generate any excessive amount of noise during the construction process. The Development will be regulated during construction by final permit conditions that limit hours of construction and noise generation.

B. Dust

As designed, the proposed Development will not result in or generate any excessive amount of dust during the construction process. The Development will be regulated during construction by final permit conditions that limit construction access and dust generation.

C. Erosion/Siltation

To help control runoff during construction, erosion and sediment control measures have been provided. Additionally, a storm water management system maintenance schedule will be provided for use during and after construction. The proposed Development has been designed in accordance with the DEP Stormwater Management Handbook. All drainage calculations and a more detailed description of the proposed stormwater management system are included in the Stormwater Management Report which is under separate cover.

D. Potential Releases

The developer will be required to adhere to all State and local safety standards during construction.

6. REQUESTED EXCEPTIONS

As part of this application, the Developer is requesting exceptions from the Town of Bolton's Zoning and non-Zoning Bylaws. The requested exemptions are attached as Exhibit M.

7. OWNER/ APPLICANT

The Developer (The Woods at Farm Road, LLC) is the Owner and Applicant for this Development. A copy of the deed for the property is attached as Exhibit N. Information regarding the Applicant is attached hereto as Exhibit O.

8. DEVELOPMENT FINANCING

As previously discussed, the Development will be funded through the Federal Home Loan Bank of Boston's New England Fund Program with MassHousing as Project Administrator.

9. SUMMARY

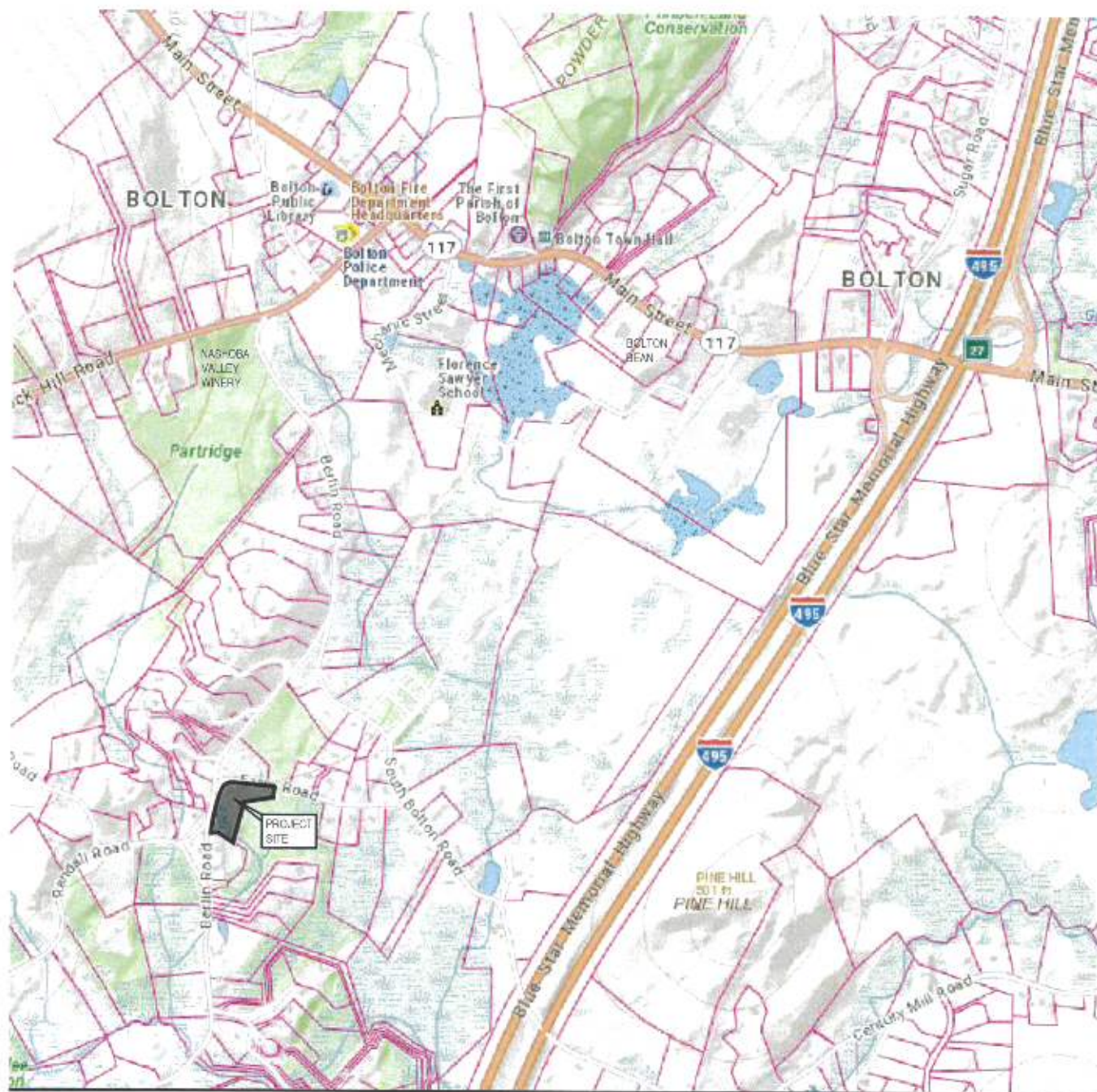
The proposed Development "The Woods at Farm Road" will help to increase the Town of Bolton affordable housing inventory and to help them reach their 10% requirement. The Developer is committed to working with the Town to build this Development consistent with the character of the Town of Bolton. The Development will be designed and developed to be consistent with the surrounding residential area.

The Town is required to provide affordable home ownership for its citizens and this Development will accomplish this goal with new construction residential housing set on a pristine lakeside community.

Please see Exhibit P for Abutter's List and Exhibit Q for a breakdown of filing fees.

Exhibit A

Surrounding Development Plan



SURROUNDING DEVELOPMENT PLAN

1" = 1,200'

Prepared By: Ducharme & Dillis Civil Design Group, Inc.
1092 Main Street, P.O. Box 428
Bolton, Massachusetts

DUCHARME & DILLIS
Civil Design Group, Inc.
CIVIL ENGINEERS • LAND SURVEYORS • WETLAND CONSULTANTS

Date: February 21, 2020
Source: MassGIS

Prepared For: The Woods at Farm Road, LLC
56 Central Ave. #1
Newton, Massachusetts

Exhibit B

MassHousing Corporate Information


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MassHousing's Mission & Vision

Mission

MassHousing will increase affordable housing options for Massachusetts residents by being the leading provider of responsible lending resources to address the underserved housing needs of low and moderate-income residents and communities.

Vision

MassHousing will be recognized nationally for excellence in execution and advocacy of policies and programs that advance its mission and vision through collaboration and engagement with like-minded partners. MassHousing will earn this leadership distinction because of its community impact, program and product innovation, ability to deliver assistance and resources in a timely manner and demonstration of continuous operational improvement.

Consistent with MassHousing's enabling statute, the resources and talents of this high-performing organization will be directed toward making responsible and sustainable capital investments on a dependable basis that provide the greatest benefit for Massachusetts residents in need of affordable housing. MassHousing will prioritize investment in communities and neighborhoods with the greatest housing need that are underserved by conventional markets and in communities where its funding can leverage other public and private economic development opportunities. MassHousing will accomplish these important activities in a self-sustaining manner, without government appropriations.

MassHousing will be known for its willingness to tackle the most difficult housing needs, including financing for complicated large-scale developments and difficult-to-finance small-scale projects. In addition, MassHousing will work to preserve existing affordable housing, meet the financing needs of first-time homebuyers and existing homeowners, and finance housing for people with very low incomes and housing for special needs populations. MassHousing will work to further improve quality of life for residents by supporting its properties and tenants through training and other service programming. MassHousing will also be known among its peers for using its resources to create economic opportunities for minority and women-owned businesses that are focused on the affordable housing sector.

To achieve this vision, MassHousing will collaborate with a broad coalition of public, private and non-profit partners. MassHousing will facilitate these partnerships through efficient and responsive administration of public funds and programs. While continually striving to break down financing and administrative barriers that impede housing creation and preservation, MassHousing will remain committed to operating with the highest ethical standards and sound financial management principles.

MassHousing's ultimate success will rest on the skills and talents of its exceptional staff. To this end, it is committed to retaining, developing, and recruiting a talented and diverse team of employees dedicated to MassHousing's public mission.

As MassHousing pursues this vision for the future it will do so with a commitment

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to transparency in all of its operations, investments and policies. This will be achieved through ongoing dialog with housing partners and stakeholders and regular public reporting of financial and program performance and progress against its strategic goals and objectives.

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Our Mission, Values and Leadership Model

MassHousing will confront the housing challenges facing the Commonwealth to improve the lives of its people.

MassHousing will achieve its mission and its business goals through

- Investment in staff development and continuous organizational improvement;
- Innovation and agility in the delivery of responsible lending products, housing opportunities and services; and
- An intense focus on the needs of our customers and the people and communities we serve.

Our Values

The following Values guide the culture of MassHousing into the future:

- Integrity
- Excellence
- Collaboration
- Respect
- Accountability
- Service

Our Leadership Model

MassHousing is committed to fostering an entrepreneurial mindset that focuses on investing in our people, innovation, strategic decision-making and risk management. Our active management model helps us

- Mobilize our teams in Pursuit of the Agency's Vision
- Expect and inspire Excellence throughout our organization
- Create a Learning Culture that is data driven

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Agency Backgrounder

MassHousing is an independent public authority that provides financing for the construction and preservation of affordable rental housing, and for affordable first and second mortgages for homebuyers and homeowners.

How We Finance Affordable Housing Loans

MassHousing was created to be self-sustaining. We do not use taxpayer dollars to fund our programs, but sell bonds on Wall Street to raise capital. We then use the proceeds from the bond sales to lend to eligible borrowers at affordable rates and terms. Investors in MassHousing bonds receive a return on their investment that is supported by the monthly mortgage payments made by our borrowers.

Our Business Structure

MassHousing's organization allows the Agency to quickly respond to changes and opportunities in the marketplace and to the needs of our many customers.

Home Ownership

Our homeownership mission is twofold: to provide people with modest incomes with access to affordable mortgage loans and to make sure they can afford their loan for the long-term. MassHousing makes only fixed rate loans, with no adjustable rates, hidden fees or other surprises. Borrowers must fully document their employment and income, must have good credit and in most cases must receive homebuyer counseling. Buyers must meet other program requirements including income limits.

MassHousing is a wholesale, not a retail lender. We do not operate branch offices nor do we employ loan officers. Instead, we contract with more than 150 local lenders across Massachusetts to "originate" our loans. These lenders work with homebuyers all the way through the mortgage origination process. Once a borrower has been approved for a MassHousing loan, MassHousing purchases the loan from the lender and borrowers make their monthly payments to MassHousing.

MassHousing also provides affordable second mortgage loans to help people remove lead paint, upgrade septic systems or make general, non-luxury improvements that will keep the home well-maintained.

We are committed to helping our borrowers stay in their homes for as long as possible. Through our in-house servicing staff, we patiently work with borrowers who may have difficulty keeping up with their monthly payments, making every effort to help these homeowners develop alternative payment plans in order to avoid missing payments or going into foreclosure. We pride ourselves on the fact that our delinquency and foreclosure rates are consistently lower than those of conventional lenders.

Learn more at www.masshousing.com/homeownership.

Rental Housing Programs

MassHousing's second core mission is to provide financing for affordable rental housing. To accomplish this, MassHousing sells bonds and lends money to real estate developers who agree to build apartments where at least 20% of the units are affordable to lower-income residents. We also make refinancing loans to the owners of existing apartment communities who agree to keep their affordable units affordable for the long term. Thus, private developers and apartment owners have an incentive to build and maintain affordable rental housing: in exchange for keeping certain units affordable, borrowers receive below-market interest rates.

Multifamily housing developers and owners come to MassHousing for a variety of financing needs, such as construction loans, bridge loans, low-income housing tax credits and permanent financing with low interest rates and loan terms of up to 40-years. MassHousing staff has decades of experience with all kinds of state and federal subsidy programs and the regulations that govern subsidized housing. This allows us to structure loans to serve nearly every conceivable property type in every region of Massachusetts.

Our goal is to finance well-built, attractive rental housing that serves the local community. In the underwriting process, we thoroughly examine the proposed site and design of the housing, the creditworthiness and experience of the developer/borrower, and the feasibility and long-term sustainability of the project. We require developers of new housing to incorporate environmentally sound "green" technologies.

For existing rental communities with affordable units, we work with borrowers to develop creative refinancing options that preserve long-term affordability for residents and also provide funding for upgrades to the properties.

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MassHousing takes a proactive approach to overseeing its rental housing portfolio, which includes more than 100,000 apartments. Our staff conducts thorough annual reviews of the physical and financial condition of each of the more than 500 MassHousing-financed rental housing developments. We also oversee millions of dollars of state and federal subsidies that support these apartments. The goal of this extensive oversight is to ensure that these properties remain viable and well-maintained for the long-term.

Unlike other commercial lenders, we take a proactive approach to fostering strong communities among the people who live in the housing we finance. We facilitate educational programs and activities for residents. We also offer a wealth of trainings, workshops and conferences for the property managers that handle the day-to-day operations.

Learn more at www.masshousingrental.com.

Planning & Programs/Chapter 40B

MassHousing is one of several state entities authorized to provide site approval/project eligibility, final approval and cost certification for both rental and homeownership housing proposals made under Chapter 40B, the state's affordable housing law. We work with developers, town residents and municipal officials to make certain that all opinions are heard and to encourage new housing that best serves the community. It should be noted that MassHousing does not finance every housing development for which it provides initial approval. Developers often secure financing from other sources for these projects.

Our Commitment to Minority- and Women-Owned Businesses

MassHousing is committed to increasing economic opportunities for minority- and women-owned businesses (MBEs and WBEs) in Massachusetts. We work with housing developers, general contractors and property managers to set goals for utilizing MBEs and WBEs at the properties we finance and oversee. We also help MBEs and WBEs access contracts and subcontracts through an online directory of businesses and open contracts. Additionally, we sponsor trade fairs and mentoring programs, promote equal access to housing and foster our own hiring and procurement practices that facilitate opportunities for minorities and women. Learn more about the work of our [Diversity & Inclusion Division](#).

Nondiscrimination Statement

MassHousing does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, gender identity, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability in the access or admission to its programs or employment, or in its programs' activities, functions or services. The following persons are responsible for coordinating compliance with applicable nondiscrimination requirements:

- Myra Camona, Vice President of Talent & Culture
- Colin McNiece, General Counsel
- Andrea J. Laing, Director of Diversity & Inclusion

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Exhibit C

Program Overview



Application for Comprehensive Permit Site Approval for MassHousing and New England Fund Programs

Outline of Steps Involved in the Comprehensive Permit Process

Application and Review Process

1. Developer contacts local officials and Local Housing Partnership, if applicable, to discuss development and seek initial reaction to the plan being proposed. This is often an informal process of review and comment.
2. MassHousing receives a Site Approval Application from the developer of the project identifying the specific MassHousing and/or NEF financing program to be utilized. MassHousing staff then conducts an initial review of the application to determine whether it is complete and generally consistent with guidelines of the specific MassHousing and/or NEF program. If the application is found to be incomplete or inconsistent with the MassHousing and/or NEF program, the application is rejected and returned to the developer with a full explanation.
3. If consistent with the specific MassHousing program, comments are solicited from the local Chief Elected Official or City/Town Manager to gauge the level of support, receive feedback on the proposal, and confirm that the developer has made contact with the community prior to submitting its Site Approval Application. The community has thirty (30) days to respond in writing to MassHousing regarding the proposal. At this stage, the community often solicits comments from its planning board, local housing authority, public safety officials, local housing partnership and other relevant municipal officials. A formal public hearing is not required.
4. During this phase, MassHousing conducts its own evaluation of the development site, project and design. This includes a determination that the applicant has sufficient legal interest in the site and that the project appears financially feasible, based on the housing market in which it is proposed and the estimated financing sources, development costs and rents provided by the applicant. As part of its review, MassHousing will also conduct an on-site inspection of the site to determine whether the proposed housing design is generally appropriate for the site.
5. At the end of this period, an evaluation report is compiled and other comments collected from the various groups identified above. Based on these comments, a Site Approval Determination Letter is issued by MassHousing that approves, conditionally approves, or rejects the application. If the site application is rejected, the developer cannot proceed further with the Comprehensive Permit application with the locality.
6. If approved, or conditionally approved, the developer submits an application for a Comprehensive Permit to the local Zoning Board of Appeals (ZBA) along with other materials required by law.

7. Within the required time frame, the local ZBA schedules a public hearing (giving proper notice to area residents) and comments are solicited as to development concerns relating to the proposed development. Contact either the local ZBA, or the State Housing Appeals Committee (c/o the State's Department of Housing and Community Development) for further details of the process.
8. At the conclusion of this hearing process -- which often lasts for several meetings -- the local ZBA issues its determination as to whether the project will be granted a final Comprehensive Permit. If it is granted, the project can go forward (assuming that the developer secures appropriate financing for the project).
9. Upon receipt of a final Comprehensive Permit, the developer must submit an application for Final Approval from MassHousing (See Site Approval and Final Approval Checklists on MassHousing's website under the Chapter 40B Site Approval Application section). This process is required for developments approved under a MassHousing Program and/or the NEF Program to ensure that the proposal approved under the Comprehensive Permit is consistent with the proposal approved under MassHousing's original Site Approval.

NOTE: In accordance with the Code of Massachusetts Regulations (760 CMR 31.00) governing the Site Approval process, no local permits (including building permits) can be issued for a MassHousing Site Approval development until Final Approval has been obtained from MassHousing.

Appeals Process

(Note: The following summary is provided for general informational purposes only. Applicants should seek the assistance of legal counsel for review of MGL c. 40B §§20-23, 760 CMR 30.00, 760 CMR 31.00, and any determination relating to the ability to appeal a ZBA decision.)

If a Comprehensive Permit application is rejected or conditionally approved by the ZBA, the applicant may appeal to the State's Housing Appeals Committee, in accordance with 760 CMR 30.00 and 31.00, if NONE of the following conditions are currently met within the town or city:

- Subsidized low or moderate income housing ("subsidized housing") exists in the city or town that is in excess of ten percent (10%) of the housing units reported in the latest U.S. decennial census of the town or city. See MGL c. 40B, §20 and 760 CMR 31.04.(1).
- Subsidized housing exists in the city or town that comprises one and one-half percent (1.5%) or more of the total land area zoned for residential, commercial or industrial use in the applicable city or town. See MGL c. 40B, §20 and 760 CMR 31.04.(2).
- In any one calendar year, the Comprehensive Permit application before a city or town's ZBA would result in the commencement of subsidized housing on sites comprising more than three tenths of one percent (0.3%) of the community's land (excluding land owned by the federal or commonwealth governments, or any political subdivision thereof, the metropolitan district commission or any other public authority) zoned for residential commercial or industrial use, or ten (10) acres, whichever is larger. See MGL c. 40B, §20 and 760 CMR 31.04.(3).

- The city or town has made recent progress toward its statutory Housing Unit Minimum, per 760 CMR 31.04.(1), through the creation of subsidized housing during the twelve months prior to the Comprehensive Permit application that is equal to or greater than two percent (2%) of the city or town's total housing units. See 760 CMR 31.07.(1).(d).
- A project under a Comprehensive Permit application is deemed a Large Scale Project, in accordance with 760 CMR 31.07.(g), per one of the following criterion (based on housing unit counts identified in the most recent U.S. Census):
 1. **Municipalities of 7,500 or More Housing Units** – The application involves construction of more than 300 housing units or a number of housing units equal to two percent (2%) of all housing units in the municipality, whichever number is greater;
 2. **Municipalities of 5,001 up to 7,499 Housing Units** – The application involves construction of more than 250 housing units in the municipality;
 3. **Municipalities of 2,500 up to 5,000 Housing Units** – The application involves construction of more than 200 housing units; or
 4. **Municipalities of Less than 2,500 Housing Units** – The application involves construction of more than 150 housing units.
- A Comprehensive Permit application is deemed a Related Application, in accordance with 760 CMR 31.07.(h), because twelve (12) months has not elapsed between the date of the application and any one of the following:
 1. The date of filing of a prior application for a variance, special permit, subdivision or other approval related to construction on the same land if that application included no low or moderate income housing;
 2. Any date during which such an application was pending before a local permit granting authority;
 3. The disposition date of such an application; or
 4. The withdrawal date of such an application.

For further information, please contact Doug Lloyd at 617.854.1372 or dlloyd@masshousing.com

Exhibit D

Project Eligibility Application

THE WOODS AT FARM ROAD

Land off Farm Road and Berlin Road

Bolton, MA

PROJECT ELIGIBILITY/SITE APPROVAL

(4 Homeownership Units)

Submitted to:

MassHousing

July, 2019

Submitted by:

The Woods at Farm Road, LLC.

and

Attorney Douglas C. Deschenes

Deschenes & Farrell, PC

515 Groton Road, Ste. 204

Westford, MA 01886

(978) 496-1177

DESCHENES & FARRELL, P.C.

Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Lorah Farrell
*Melissa E. Robbins**

**Admitted in MA and NH*

July 24, 2019

Michael Busby
40B Coordinator
MassHousing
One Beacon Street, 28th Floor
Boston, MA 02108

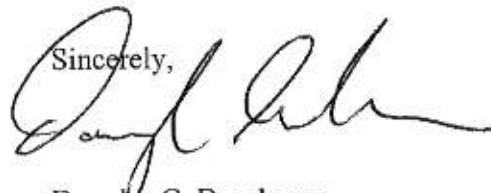
RE: MassHousing Application
Berlin Road and Farm Road, Bolton, MA

Dear Michael,

Please be advised that this office represents The Woods at Farm Road, LLC regarding a proposed affordable housing project in Bolton, Massachusetts. The project as proposed would be entitled "The Woods at Farm Road" and would create four (4) units of home ownership housing at Still River Road, Bolton, MA.

Enclosed please find the application, filing fees and required documents as per the MassHousing site approval application requirements. Please let me know if you require any further information.

Sincerely,



Douglas C. Deschenes

Enclosures
Via UPS



Site Approval Checklist

Site Approval Application Requirements

For projects financed under a MassHousing program or the New England Fund (NEF) program, Determination of Project Eligibility ("Site Approval") by MassHousing will commence upon submission to MassHousing of a complete Site Approval Application, which must include:

- **Cover Letter** – The cover letter from the developer/applicant must identify the project and the projected date for filing a Comprehensive Permit application.
- **Smart Growth Self-Assessment** (the "Smart Growth Criteria Scorecard") – Effective January 1, 2006, an applicant seeking Site Approval for a project must demonstrate that the proposal is consistent with the Commonwealth's **Ten Sustainable Development Principles** by completing the **Smart Growth Criteria Scorecard**. For further assistance in completing the Scorecard, please refer to the Smart Growth **Guidelines for Project Consistency with the Commonwealth's Sustainable Development** (also known as the "Smart Growth Evaluation Criteria") issued by the Massachusetts Department of Housing and Community Development (DHCD).
- **Site Approval Application and Supporting Materials** – In addition to the Smart Growth Criteria Scorecard discussed above, an applicant must complete a Site Approval Application:

*Home Ownership Projects: **Site Approval Application (Housing Starts Program)***

*Rental Projects: **Site Approval Application***

The completed forms must indicate that the development proposal is financially feasible based on the requirements of the financing program selected, the housing market in which the project is proposed, estimated financing sources and development costs, and sales prices or rents.

Note: All Site Approval Applications submitted after November 7, 2005 must comply with the budget and other standards identified in the Local 40B Review and Decision Guidelines (the "**MHP 40B Guidelines**") issued by the Massachusetts Housing Partnership.

All Site Approval Applications seeking financing through the Federal Home Loan Bank of Boston's New England Fund Program must also comply with the **Guidelines for Housing Programs in Which Funding is Provided Through a Non-Governmental Entity** (the DHCD "NEF Guidelines").

Last Updated October 15, 2007

In addition, the following information is required for Home Ownership or Rental Projects:

Home Ownership Projects

Please refer to the Checklist included on Page 9 of the Home Ownership Site Approval (Housing Starts Program) Application above, and the [Housing Starts Process and Guidelines](#).

Rental Projects

Please submit the following along with the Smart Growth Criteria Scorecard and Site Approval Application forms:

1. Evidence of Site Control (Attachment 1) – Documentation, such as a deed, purchase and sale agreement or option to purchase, that shows the applicant/developer has site control.
2. Town/City Map (Attachment 2) – A map that identifies the site location and distances from
 - Schools
 - Police and Fire Stations
 - Hospitals
 - Churches and Houses of Worship
 - Recreational Facilities
 - Public Transportation (specify)
 - City Hall and Public Buildings
 - Shopping Facilities
3. Site Description (Attachment 3) – A description that includes detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes. Confirmation and description of access to a public way must be included and identified on the submitted site plans. An aerial photograph of the site or regular photo of the entrance of the site with an appropriate landmark should also be included. Several companies have taken aerial photographs of all parts of the state that are available for purchase.
4. Plans and Specifications (Attachment 4) – The application must include the following:
 - a. *Preliminary Drawings* – Two (2) sets of drawings (not larger than 30" x 42"), signed by a registered architect or engineer, which include

Cover sheet showing written tabulation of

- Proposed buildings by construction type (refer to categories under "Project Information" of the Site Approval Application) and sizes (square feet/height).
- Dwelling unit distribution by floor, size, bedroom/bath number and handicapped designation.
- Square footage breakdown by commercial, residential and other usage.
- Number of parking spaces, parking ratio required and proposed.
- Proposed dwelling units per acre under the proposed zoning, as well as allowable dwelling units per acre, if applicable, under current zoning.
- Percentage breakdown of the tract to be occupied by buildings, by parking and other paved vehicular areas, and open areas.

Site plan showing

- Contours
- Lot lines, streets and existing buildings.
- Building footprints, parking, site improvements and general dimensions.
- Adjacent building construction types and uses, footprints and heights.
- Zoning use, dimensional and bulk restrictions (i.e., setback requirements, height restrictions, etc.) applicable to the proposed development site, as well as easements and related restrictions.
- Wetlands and buffer zones, flood hazard areas, ledges and other environmental constraints.

Utilities plan showing

- Existing and proposed locations.
- Types of sewage, water, drainage facilities, etc.

Graphic Description of the Design Concept showing

- Typical building floor plans.
- Typical unit plans with square footage tabulations.
- Elevations, sections, perspectives or photographs.
- Typical wall sections.

- b. *Reports and Maps* – One (1) set of each of the following
- Soils Report or Bearings for proposed new construction; structural report for proposed rehabilitation of existing building.
 - An original U.S. Geological Survey map showing location of the site.

5. *State Approvals or Determinations (Attachment 5)* – Include all applicable approvals or determinations relating to the site and/or project proposal, if any, such as Conservation Commission Order of Conditions, DEP Superceding Order of Conditions, MEPA Determinations, Executive Order 193 Determinations, etc.

Also include any environmental information, such as the following:

- Site Assessments, if any, performed under Chapter 21E, and/or any Phase I or II Environmental Assessments.
- Wetland delineations and/or flood hazard areas (include a copy of applicable Flood Insurance Maps), as well as required local and state buffer zones.

6. *Federal Home Loan Bank of Boston (Attachment 6)* – Member Bank Letter of Interest (See also 40B Other Required Information form noted above for further details).
7. *Developer/Applicant Qualifications (Attachment 7)* – Include a list of prior related experience (within the last five years) for each development team member (See 40B Other Required Information form noted above for further details).

Land Value Appraisal

MassHousing has endorsed the Uniform Land Value Policy described in the [MHP 40B Guidelines](#) issued by MHP. Under the MHP 40B Guidelines, the allowable land acquisition cost that may be included in the project's development budget will be limited to the market value of the development site under its *pre-40B zoning* (the "As Is" Value), plus reasonable and verifiable carrying costs associated with the acquisition of the land. Please refer to Appendix A of the MHP Guidelines for further discussion regarding acquisition value.

Site Approval Notification Requirements

All Home Ownership or Rental Project Site Approval Applications submitted to MassHousing are subject to the following notification requirements:

1. **Notice of Application to Chief Elected Official** – Upon submission of the Site Approval application to MassHousing, the applicant must forward a copy of the application and plans to the Chief Elected Official of the community in which the development is to be located.

Upon MassHousing's determination of its receipt of a complete application, MassHousing will initiate the 30-day review period to allow comments from the community in which the development is to be located.

Please note that MassHousing will issue a Project Eligibility ("Site Approval") Letter for Home Ownership or Rental developments that are subject to the regulations listed below. However, in such cases, MassHousing's Site Approval Letter will note to the Applicant that the affected municipality may have rights under the referenced regulations, including the right to deny such comprehensive permit application or grant a comprehensive permit with conditions.

- **General Land Area Minimum** (see [760 CMR 31.04 \(2\)](#)) – Projects within a municipality in which low and moderate income housing exists on sites comprising more than 1.5% of the total land area zoned for residential, commercial or industrial use, pursuant to MGL c. 40B §20.
- **Recent Progress Toward Housing Unit Minimum** (see [760 CMR 31.07 \(1\)\(d\)](#)) – Projects within a municipality that has made recent progress toward its required Housing Unit Minimum, as defined in 760 CMR 31.04 (1), through the creation of housing units during the preceding 12 months equal to or greater than 2% of the municipality's total housing units.
- **Large Scale Project Review** (see [760 CMR 31.07 \(1\)\(g\)](#)) – Projects proposing a total number of units in excess of the following maximums:

<u># Housing Units in Municipality</u>	<u>Maximum # of Project Units</u>
7,500+	Greater of 300 units or 2% of total housing units
5,001 – 7,499	250 units
2,500 – 5,000	200 units
2,499 or fewer	150 units

- **Planned Production** (see **760 CMR 31.07 (1)(i)**) – Projects within a municipality that has adopted an affordable housing plan approved by the Department of Housing and Community Development.
 - **Related Applications** (the "Cooling-Off Period"; see **760 CMR 31.07 (1)(h)**) – Projects involving a site for which an application for a variance, special permit, subdivision, comprehensive permit or other approval related to construction was denied, withdrawn, disposed or is currently pending, provided such previous application did not include low or moderate income housing or did not involve insubstantial construction or modification of the preexisting use of the land.
2. **Notice of Application and Determination to the Department of Housing and Community Development (DHCD)**
- ***Filing of Application*** – Within 10 days of filing a Site Approval Application with MassHousing, the applicant must also provide written notice of the application to

Director
Massachusetts Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Such Notice to DHCD shall be sent via CERTIFIED MAIL or HAND DELIVERY. Failure to provide this Notice (and proof of delivery, such as a copy of a return receipt) within the required 10-day period shall be considered by Masshousing as a withdrawal of the application.

A copy of the required DHCD Notice and proof of delivery must also be sent by CERTIFIED MAIL or HAND DELIVERY to

Home Ownership Projects:

Michael Busby
Loan Specialist
MassHousing
One Beacon Street, 29th Floor
Boston, MA 02108

Rental Projects:

Nancy Andersen
Manager of Rental Programs and Development
Rental Development Department
MassHousing
One Beacon Street, 26th Floor
Boston, MA 02108

- *Site Approval Determination* – Within ten (10) days of the receipt of a written Site Approval Determination from MassHousing, the applicant is responsible for forwarding a copy of the Determination via CERTIFIED MAIL or HAND DELIVERY to the Director of DHCD at the address listed above.
3. *Notice of Application to Executive Office of Environmental Affairs* – Depending on certain development characteristics (e.g., more than 100 units, the need for a curb cut from a state road, etc.), a developer may need to file an Environmental Notification Form (ENF) in order to comply with state requirements. For further information, please contact

*Massachusetts Executive Office of Environmental Affairs
Massachusetts Environmental Policy Act (MEPA) Unit
251 Causeway Street, Suite 900
Boston, MA 02114*

4. *Notices Following Issuance of Site Approval Letter* – Pursuant to the terms of the MassHousing Site Approval Letter, the applicant is required to file for a Comprehensive Permit with the municipality's Zoning Board of Appeals (ZBA) within two (2) years following issuance of the Site Approval Letter, unless an extension is granted in writing by MassHousing. In addition, the developer/applicant is required to notify MassHousing at the following times, if applicable, during the Chapter 40B Comprehensive process
- Comprehensive Permit Application Filing with the ZBA
 - Comprehensive Permit Approval or Denial by the ZBA
 - Appeal Filing with the Housing Appeals Committee (HAC) and/or Superior Court
 - HAC and/or Superior Court Decision
 - Change of Financing to a Non-MassHousing or NEF Source

Site Approval Fees

The following fees are due at the time of each Site Approval Application submittal to MassHousing, regardless of whether funding is sought through a MassHousing program and/or the New England Fund (NEF) program:

1. MassHousing Application Processing Fee – \$2,500
2. Chapter 40B Technical Assistance/Mediation Fee – Under an Interagency Agreement between DHCD, MassHousing, MHP and MassDevelopment, an additional fee will be collected by MassHousing and remitted to MHP to fund the following services related to the Chapter 40B permitting process:
 - Technical assistance grants to local governments reviewing Chapter 40B applications
 - Mediation services to resolve community issues arising from the Chapter 40B process
 - Professional staff for HAC.

The total amount of the Technical Assistance/Mediation Fee is based on the combination of the following two (2) fees:

- a. *Base Fee (based on sponsor type)*
Limited Dividend Organization Sponsor – \$2,500; or
Non-Profit Organization or Public Agency Sponsor – \$1,000
 - b. *Unit Fee (all projects)*
Each project, regardless of sponsor type – \$30 per unit
3. Land Appraisal Cost – At the expense of the applicant, MassHousing will commission a pre-40B land value appraisal to confirm compliance with MassHousing's **Acquisition Value Policy** (for Rental Programs) and the Appendix of the MHP Guidelines. MassHousing will select the appraiser from its list of pre-approved appraisers, who are all General Real Estate Appraisers licensed by the Commonwealth of Massachusetts, and the appraiser will be required to submit a Self-Contained Appraisal Report to MassHousing in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

Please Submit Required Site Approval Application Materials and Fees as follows:

Home Ownership Projects

Submit original application and one (1) copy of plans to

Michael Busby
Loan Specialist
MassHousing
One Beacon Street, 29th Floor
Boston, MA 02108

Rental Projects

Submit original plus three (3) copies of application and two (2) copies of plans to

Nancy Andersen
Manager of Rental Programs and Development
Rental Development Department
MassHousing
One Beacon Street, 26th Floor
Boston, MA 02108

Please Note: Neither Site Approval nor Final Approval from MassHousing constitutes a Loan Commitment under any financing program by MassHousing, the Federal Home Loan Bank of Boston or its member banks. All potential MassHousing and NEF financing for the project is subject to further review and underwriting following receipt of a Comprehensive Permit and a complete application for a Loan Commitment.

PLEASE REFER TO THE **FINAL APPROVAL CHECKLIST** FOR FURTHER REQUIREMENTS UPON ISSUANCE OF A COMPREHENSIVE PERMIT AND REQUIRED REGULATORY DOCUMENT TEMPLATES

For further information, please contact

Home Ownership Projects: Michael Busby 617.854.1219 or mbusby@masshousing.com

Rental Projects: Nancy Andersen 617.854.1360 or nandersen@masshousing.com

For further program information, see

Home Ownership Projects: www.masshousing.com/housingstarts

Rental Projects: www.masshousing.com/rentaldevelopers

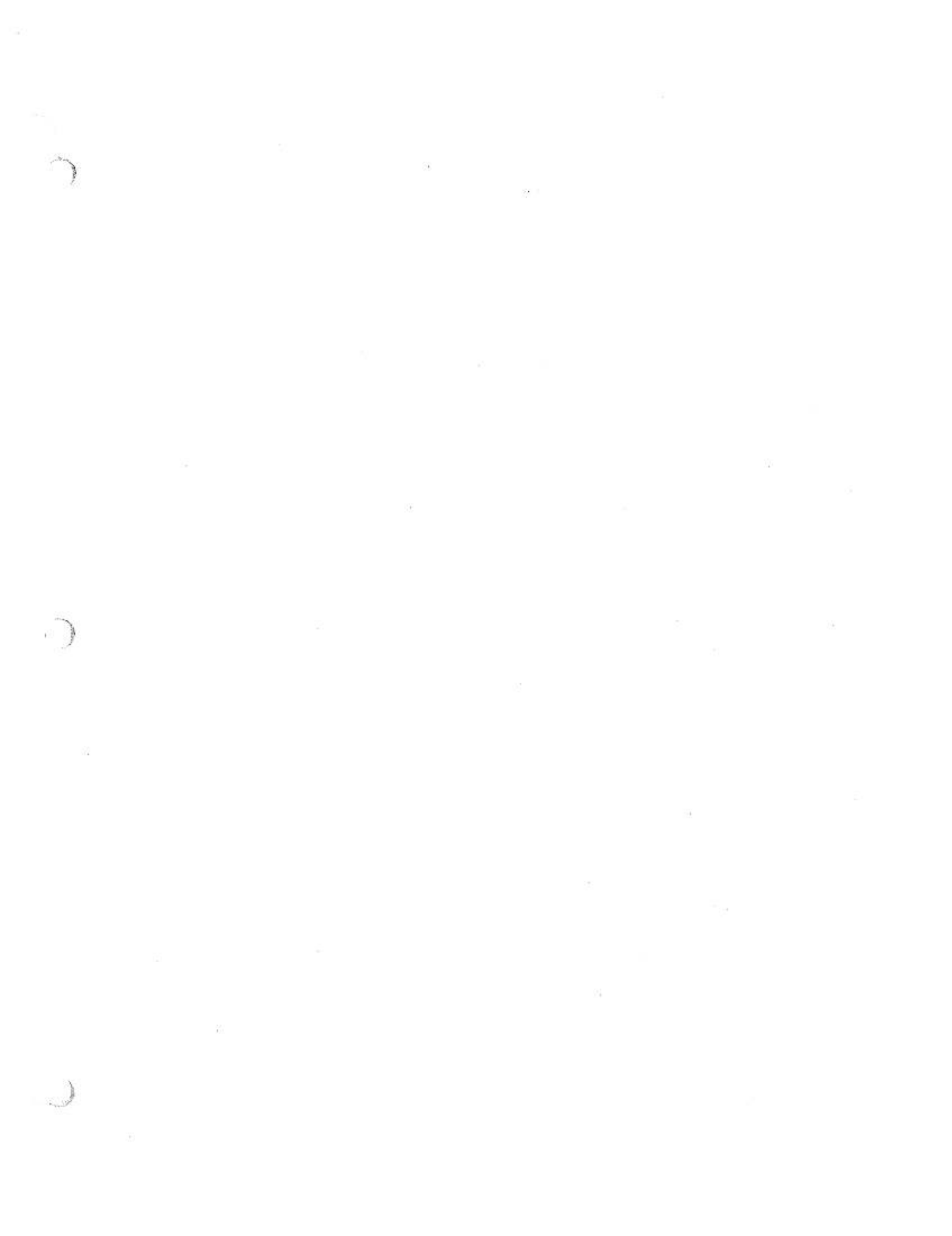


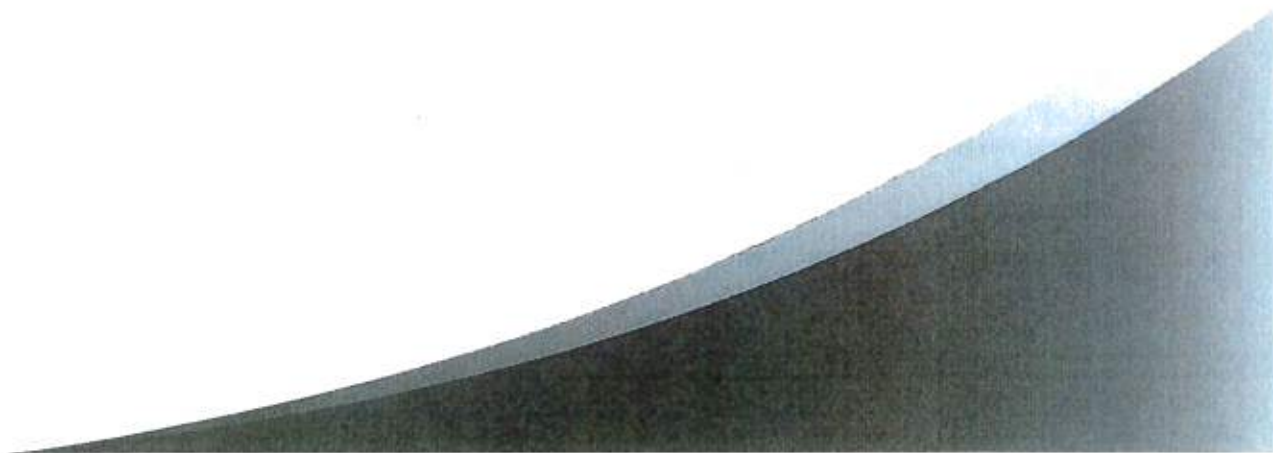
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Comprehensive Permit Site Approval Application/Homeownership

www.masshousing.com | www.masshousingrental.com



Comprehensive Permit Site Approval Application/Homeownership

Attached is the Massachusetts Housing Finance Agency ("MassHousing") application form for Project Eligibility/Site Approval ("Site Approval") under the state's comprehensive permit statute (M.G.L. c. 40B, Sections 20-23 enacted as Chapter 774 of the Acts of 1969) known as "Chapter 40B". Developers seeking a comprehensive permit to construct affordable housing under Chapter 40B and intending to use a MassHousing financing program or financing through the New England Fund ("NEF") program must receive Site Approval from MassHousing. This approval (also referred to as "project eligibility approval") is a required component of any comprehensive permit application to be submitted to the local Zoning Board of Appeals of the municipality in which the development is to be located.

As part of its review of your application, MassHousing will conduct an inspection of the site and will solicit comments from the relevant municipality. MassHousing will consider any relevant concerns that the municipality might have about the proposed project or the developer. The applicant is encouraged, therefore, to make contact with the municipality prior to submitting the Site Approval application in order to ensure that the applicant understands any concerns that the municipality may be likely to raise regarding the proposed development.

In order for a project to receive Site Approval, MassHousing must determine that (i) the applicant has sufficient legal control of the site, (ii) the applicant is a public agency, non-profit organization or limited dividend organization, and (iii) the applicant and the project are generally eligible under the requirements of the MassHousing program selected by the applicant, subject to final eligibility review and approval. Furthermore, MassHousing must determine that the site of the proposed project is generally appropriate for residential development (taking into consideration municipal actions previously taken to meet affordable housing needs) and that the conceptual project design is generally appropriate for the site. In order for MassHousing to be able to make these findings (required by 760 CMR 56.04 (4)), it is important that you answer all questions in the application and include all required attachments.

Please note that MassHousing requires that all applicants meet with a member of our 40B Department staff before submitting their application. Applications for any projects that have not been the subject of a required pre-application meeting will not be accepted or processed.

Upon completion of its analysis, MassHousing will either issue a Site Approval Letter that approves, conditionally approves or denies the application. If the application is approved, the applicant should apply to the Zoning Board of Appeals within two years from the date of the Site Approval Letter (unless MassHousing extends such term in writing).

Please note that Site Approval from MassHousing does not constitute a loan commitment by MassHousing or any other financing program. All potential MassHousing financing is subject to further review and underwriting by MassHousing's Rental Lending Department.

Please be sure you have familiarized yourself with all of the applicable requirements set forth in the Chapter 40B regulations and guidelines, which can be found at

<http://www.mass.gov/hed/economic/eohed/dhcd/legal/regs/760-cmr-56.html> and
www.mass.gov/hed/docs/dhcd/legal/comprehensivepermitguidelines.pdf.

Instructions for completing the Site Approval Application are included in the application form which is attached. The completed application form and all additional documentation should be sent, after your pre-application meeting has been held, to:

Gregory Watson, Manager of Comprehensive Permit Programs
MassHousing, One Beacon Street, Boston, MA 02108

We look forward to working with you on your proposed development. Please contact Gregory Watson at 617-854-1880 or gwatson@masshousing.com to discuss scheduling your pre-application meeting or if there is any assistance that we can provide in the meantime to make your application process a smooth and efficient one.

Our Commitment to You

MassHousing recognizes that applicants seek some measure of predictability regarding the timeframe for our processing of their applications. Our staff will endeavor to adhere to the following schedule for reviewing applications for site approval:

Within two (2) business days of receipt of your application (provided that you have attended a required pre-application meeting) a member of our staff will notify you of any of the items listed on the checklist at the end of the application form that were missing from your application package. Please note that our acknowledgement of receipt of an item does not indicate that any substantive review has yet taken place.

If your application package is missing any of the items indicated on the checklist by an asterisk, we will not be able to continue processing your application until such items are received.

If we have received the information which is crucial to the commencement of our review process, we will proceed to (i) give the municipality a period of thirty (30) days in which to submit comments relating to your proposal, (ii) schedule and conduct a site visit, and (iii) solicit bids for and commission and review an "as is" appraisal of your site.

If during our review of your application package we determine that additional information or clarification is needed, we will notify you as soon as possible. Depending on when we receive such additional information, this may affect the amount of time required for MassHousing to complete the site approval process.

Assuming that your application package was complete and that you respond in a timely manner to requests for additional information or clarification, we would expect to issue or deny your site approval within 60 days of our receipt of your application package.





**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects**

Please be sure to answer ALL questions. Indicate "N/A", "None" or "Same" when necessary.

Section 1: GENERAL INFORMATION (also see Required Attachments listed at end of Section 1)

Name of Proposed Project: The Woods at Farm Road

Municipality: Town of Bolton, Massachusetts

Address of Site: Berlin Road and Farm Road, Bolton, MA

Cross Street (if applicable): _____

Zip Code: 01740

Tax Parcel I.D. Number(s) (Map/Block/Lot): Map 3.C, Parcel 72

Name of Proposed Development Entity (typically a single purpose entity): _____

The Woods at Farm Road, LLC

Entity Type: Limited Dividend Organization ☒ Non-Profit* _____ Government Agency _____

** If the Proposed Development Entity is a Non-Profit, please contact MassHousing regarding additional documentation that must be submitted.*

Has this entity already been formed? Yes ☒ No _____

Name of Applicant (typically the Proposed Development Entity or its controlling entity or individual): _____

The Woods at Farm Road, LLC

Applicant's Web Address, if any: _____

Does the Applicant have an identity of interest with any other member of the development team or other party to the Proposed Project? Yes ☒ No _____ If yes, please explain: Applicant/Developer

Primary Contact Information (required)

Name of Individual: Douglas C. Deschenes

Relationship to Applicant: Attorney for Applicant

Name of Company (if any): Deschenes & Farrell, P.C.

Street Address: 515 Groton Road, Suite 204

City/Town/Zip: Westford, MA 01886

Telephone (office and cell) and Email: 978-496-1177

Secondary Contact Information (required)

Name of Individual: Bob Pace

Relationship to Applicant: Developer

Name of Company (if any): _____

Street Address: 56 Central Avenue, Unit #1

City/Town/Zip: Newton, MA 02460

Telephone (office and cell) and Email: cell - 603-548-9990, RPace100@outlook.com

Additional Contact Information (optional)

Name of Individual: David Spertner
Relationship to Applicant: Developer
Name of Company (if any): _____
Street Address: 56 Central Avenue, Unit #1
City/Town/Zip: Newton, MA 02460
Telephone (office and cell) and Email: dspertner@gmail.com

Anticipated Financing: MassHousing _____ NEF Bank ☒
Name of NEF Bank: Lowell Five

Total Number of Units 4.00 # Affordable Units 1.00 # Market Rate Units 3.00
Age Restricted? Yes ☐ No ☒ If Yes, 55+ ☐ or 62+ ☐

Brief Project Description (150 words or less):

Four single family homes on 2.47 acres of land in Bolton.

Required Attachments Relating to Section 1

1.1 Location Map

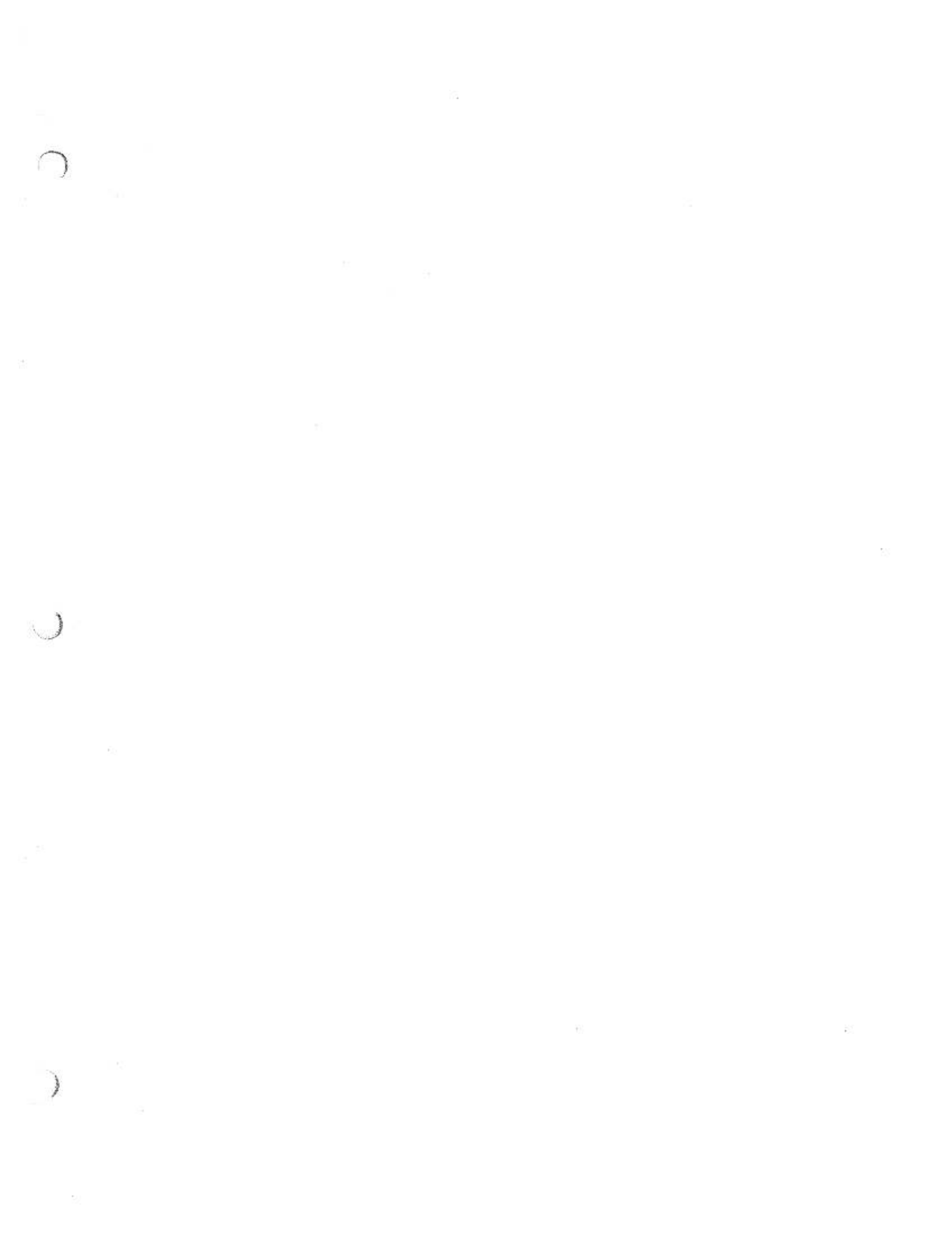
Provide a USGS or other form of map clearly marked to show the site's location, and an approximate property boundary.

1.2 Tax Map

Provide a copy of municipal tax map (assessor's plan) with subject parcels and parcel ID #'s clearly identified.

1.3 Directions

Provide detailed written directions to the site, noting the entrance to the site, relevant boundaries and any prominent landmarks that can be used for identification purposes.



Section 1.1

Location Map

Google Maps

Farm Rd & Berlin Rd

Woods at Farm Road, LLC - 2.47 acres at Farm Road and Berlin Road, Bolton, MA



Farm Rd & Berlin Rd

Bolton, MA 01740



Directions



Save



Nearby



Send to your phone



Share

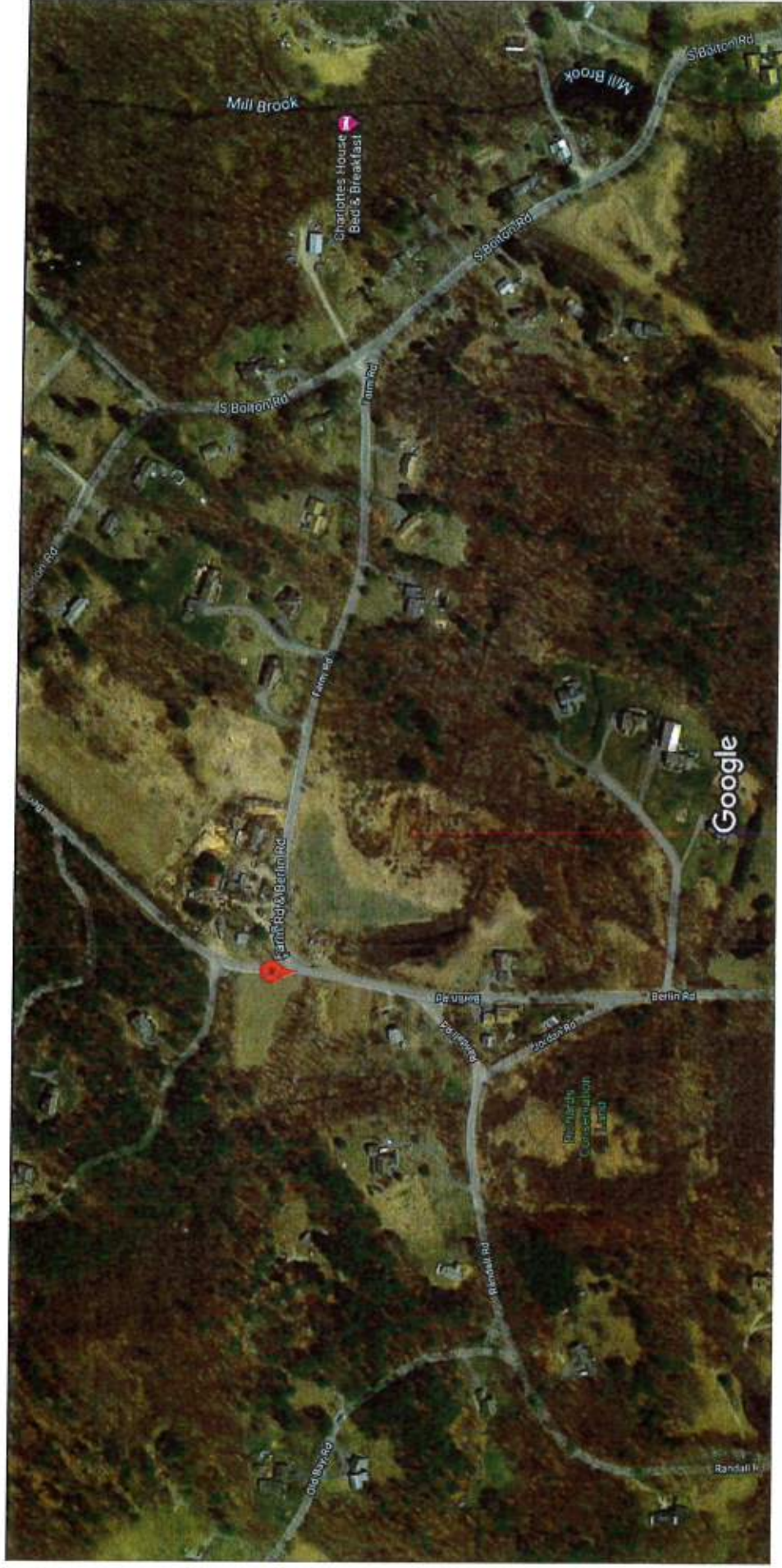
Photos





Farm Rd & Berlin Rd

Woods at Farm Road, LLC - 2.47 acres at Farm Road and Berlin Road, Bolton, MA



Imagery ©2019 Google, Map data ©2019 Google 200 ft

Section 1.2

Tax Map



Farm Road and Berlin Road, Bolton, MA

Parcel ID: 034/003.C-0000-0072.0

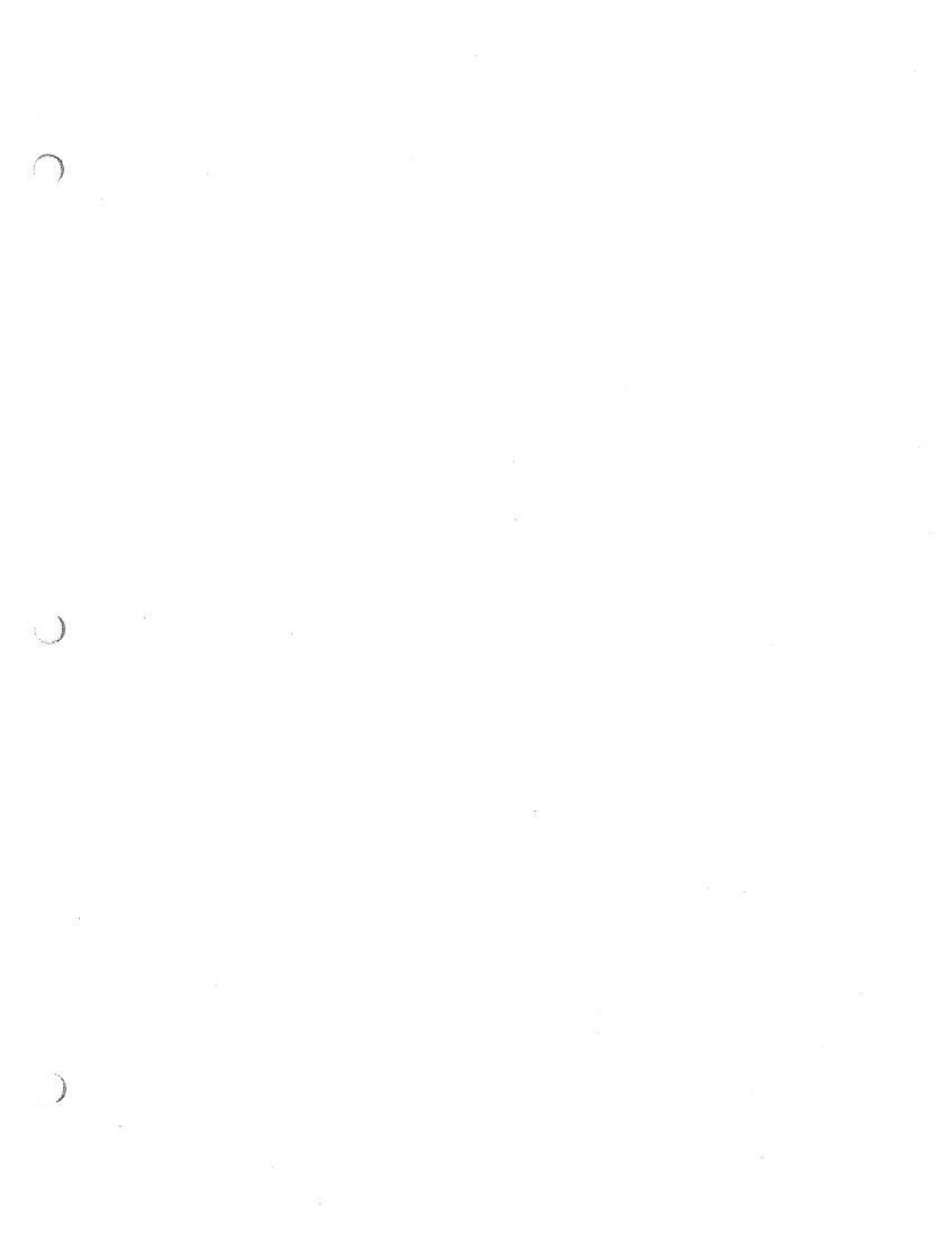
Property Record Card

Parcel ID: 034003.C-0000-0072.0	MAP: 003.C	BLOCK: 200	LOT: 0072.0	Parcel Address: 0 BERLIN RD	FY: 2019
PARCEL INFORMATION					
Owner: COOLIDGE ROBERT	Use Code: 106	Tax Class: T	Sale Price: 10741958	Book: 3977	Road Type: T
Address: 133 BERLIN RD	Tot Fin Area: 0	Sale Date: 10/14/1988	Page: 187	Rd Condition: P	Inspected Date: 10/14/1988
BOLTON MA 01740	Tot Land Area: 2.470	Sale Type: 0	Cert/Doc: 187	Traffic: M	Meas Date: 10/14/1988
	Sewer: 2.470	Sale Valid: 0	Grantor: 187	Water: M	Entrance: 10/14/1988
	Exempt-B/L %	Resid-B/L %	100.000	Sewer: 0.00	Collect Id: 10/14/1988
			Comm-B/L %	Indus-B/L %	Inspected Reas: 10/14/1988
			0.00	0.00	Open Sp-B/L %
					0.00

LAND INFORMATION									
Seg	Type	Code	Method	Sq-Ft	Acres	Infilt-V/M	Value	Class	
1	P	130	A	80150	1.840	N	169,997		
2	R	130	A	27443	0.630	N	5,670		
DETACHED STRUCTURE INFORMATION									
Str	Unit	Msr-1	Msr-2	E-YR-B/L	Grade	Cond	%Good	PREF/R	Cost
S1	S	300		1984	F	PF	100		2,800
SE	S	15	15.00	1996	A	F	100		1,800
VALUATION INFORMATION									
Current Total:		180,300	Bldg:	4,600	Land:	175,700	MktLnd:		175,700
Prior Total:		174,600	Bldg:	4,600	Land:	170,000	MktLnd:		170,000
Photo									

No Sketch
Available

No Picture
Available



Section 1.3

Directions



One Beacon Street

1 Beacon St, Boston, MA 02108

Get on I-90 W from Congress St

- ↑ 1. Head east on Beacon St toward Freedom Trail
6 min (1.3 mi)
105 ft
- ↑ 2. Continue straight onto School St
0.1 mi
- ↶ 3. Turn left onto Washington St
108 ft
- ↷ 4. Turn right onto Water St
463 ft
- ↷ 5. Turn right onto Congress St
0.3 mi
- ↷ 6. Use the 2nd from the right lane to turn right onto Purchase St
43 ft
- ↗ 7. Use the left lane to take the I-93 S ramp to I-90 W/Quincy/Worcester
0.5 mi

8. Keep right at the fork, follow signs for Interstate 90 W

417 ft

9. Keep right, follow signs for Route 90 W/Mass Pike/Worcester and merge onto I-90 W

0.2 mi

Follow I-90 W and I-495 N to MA-62 E in Berlin. Take exit 26 from I-495 N

37 min (38.4 mi)

10. Merge onto I-90 W

⚠ Partial toll road

11.1 mi

11. Keep left to stay on I-90 W

⚠ Toll road

16.8 mi

12. Use the right 2 lanes to take exit 11A to merge onto I-495 N

⚠ Partial toll road

10.2 mi

13. Take exit 26 for MA-62 W toward Berlin

0.3 mi

Take S Bolton Rd to Farm Rd in Bolton

6 min (2.5 mi)

14. Turn right onto MA-62 E

344 ft

15. Turn left onto Gates Pond Rd

305 ft

16. Turn right onto Old Central St

56 ft

17. Turn left onto Stone Rd

0.2 mi

18. Slight left onto S Bolton Rd

1.9 mi

19. Turn left onto Farm Rd

0.3 mi

Farm Rd & Berlin Rd

Bolton, MA 01740

These directions are for planning purposes only.
You may find that construction projects, traffic,

weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 2: EXISTING CONDITIONS /SITE INFORMATION (also see Required Attachments listed at end of Section 2)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the site is generally appropriate for residential development.

Name of Proposed Project: The Woods at Farm Road

Buildable Area Calculations

Sq. Feet/Acres (enter "0" if applicable—do not leave blank)

Total Site Area	107,607 SF/2.47 acres
Wetland Area	27,180 SF/0.62 acres
Flood/Hazard Area	0.00
Endangered Species Habitat (animal and/or plant)	0.00
Conservation/Article 97 Land	0.00
Protected Agricultural Land	0.00
Other Non-Buildable (Describe)	0.00
Total Non-Buildable Area	0.00
Total Buildable Site Area	0.00

Current use of the site and prior use if known:

Is the site located entirely within one municipality? Yes ☒ No ☐

If not, in what other municipality is the site located? N/A

How much land is in each municipality? (the Existing Conditions Plan must show the municipal boundary lines) N/A

Current zoning classification and principal permitted uses:

See attached use table.

Previous Development Efforts

Please list (on the following page) any previous applications pertaining to construction on or development of the site, including (i) type of application (comprehensive permit, subdivision, special permit, etc.); (ii) application filing date; (iii) date of denial, approval or withdrawal. Also indicate the current Applicant's role, if any, in the previous applications. Note that, pursuant to 760 CMR 56.03 (1), a decision of a Zoning Board of Appeals to deny a Comprehensive Permit, or (if the Statutory Minima defined at 760 CMR 56.03 (3) (b or c) have been satisfied) grant a Comprehensive Permit with conditions, shall be upheld if a related application has previously been received, as set forth in 760 CMR 56.03 (7).

To the best of your knowledge, has this site ever been rejected for project eligibility/site approval by another subsidizing agency or authority? No

Existing Utilities and Infrastructure	Yes/No	Description
Wastewater- private wastewater treatment	No	
Wastewater - public sewer	No	
Storm Sewer	Yes	Berlin Road Catch Basins discharge to site
Water-public water	No	
Water-private well	No	
Natural Gas	No	
Electricity	Yes	Power is available in Berlin and Farm Road
Roadway Access to Site	Yes	Site has frontage on Berlin and Farm Road
Sidewalk Access to Site	No	
Other		

Describe surrounding land use(s):

The site is surrounded by residential uses. A portion of the land to the South is open space.

Surrounding Land Use/Amenities	Distance from Site	Available by Public Transportation?
Shopping Facilities	2.8 miles	No
Schools	1.3 miles	No
Government Offices	1.3 miles	No
Multi-Family Housing	2.7 miles	No
Public Safety Facilities	1.0 miles	No
Office/Industrial Uses	1.7 miles	No
Conservation Land	0.1 miles	No
Recreational Facilities	0.9 miles	No
Houses of Worship	1.0 miles	No
Other		

List any public transportation near the Site, including type of transportation and distance from the site:

South Acton MBTA Station 10.6 miles (rail)
Littleton MBTA 10.8 miles (rail)
Metrowest Transit Bus - Highland Commons 2.8 Miles
Metrowest Transit Bus - Solomon Pond 6.4 miles

Site Characteristics and Development Constraints

Please answer "Yes", "No" or "Unknown" to the following questions. If the answer is "Yes" please identify on Existing Conditions Plan as required for Attachment 2.1 and provide additional information and documentation as an attachment as instructed for Attachment 2.4, "Documentation Regarding Site Characteristics/Constraints."

Are there any easements, rights of way or other restrictions of record affecting the development of the site? No

Is there any evidence of hazardous, flammable, or explosive material on the site? No

Is the site, or any portion thereof, located within a designated flood hazard area? No

Does the site include areas designated by Natural Heritage as endangered species habitat? No

Are there documented state-designated wetlands on the site? Yes

Are there documented vernal pools on the site? No

Is the site within a local or state Historic District or listed on the National Register or Historic Places? No

Has the site or any building(s) on the site been designated as a local, state or national landmark? No

Are there existing buildings and structures on site? Yes - 2 outbuildings

Does the site include documented archeological resources? No

Does the site include any known significant areas of ledge or steep slopes? No

Required Attachments Relating to Section 2

2.1 Existing Conditions Plan

Please provide a detailed Existing Conditions Plan showing the entire site, prepared, signed and stamped by a Registered Engineer or Land Surveyor. Plans should be prepared at a scale of 1"=100' or 1"=200' and should include the following information:

- a. Reduced scale locus map
- b. Surveyed property boundaries
- c. Topography
- d. Wetland boundaries (if applicable)
- e. Existing utilities (subsurface and above ground).
- f. Natural features including bodies of water, rock outcroppings
- g. Existing easements and/or rights of way on the property
- h. Existing buildings and structures, including walls, fences, wells
- i. Existing vegetated areas
- j. Existing Site entries and egresses

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

2.2 Aerial Photographs

Please provide one or more aerial photograph(s) of the Site (such as those available on-line) showing the immediate surrounding area if available. Site boundaries and existing site entrance and access points must be clearly marked.

2.3 Site/Context Photographs

Please provide photographs of the Site and surrounding physical and neighborhood context, including nearby buildings, significant natural features and land uses. Please identify the subject and location of all photographs.

2.4 Documentation Regarding Site Characteristics/Constraints

Please provide documentation of site characteristics and constraints as directed including narratives, summaries and relevant documentation including:

- Flood Insurance Rate Map (FIRM) showing site boundaries
- Wetlands delineation
- Historic District Nomination(s)

2.5 By-Right Site Plan (if available) N/A *Zoned for a Single Family Home.

MassHousing will commission, at your expense, an "as-is" appraisal of the site in accordance with the Guidelines, Section B (1). Therefore, if there is a conceptual development plan which would be permitted under current zoning and which you would like the appraiser to take into consideration, or if permits have been issued for alternative development proposals for the site, please provide two (2) copies of a "by-right" site plan showing the highest and best use of the site under current zoning, and copies of any existing permits. These will assist the appraiser in determining the "as is" value of the Site without any consideration being given to its potential for development under Chapter 40B.

GENERAL NOTES:

1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF DUCHARME & DILLIS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DUCHARME & DILLIS, INC.
2. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF DUCHARME & DILLIS, INC.
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DUCHARME & DILLIS Civil Design Group, Inc. 2000 HAWTHORNE LANE, SUITE 200 FARMINGTON, CT 06030 TEL: (860) 646-1111 FAX: (860) 646-1112 WWW.DUCHARMEANDDILLIS.COM		DRAWN BY: J. DILLIS CHECKED BY: J. DILLIS DATE: 10/1/10	SCALE: 1" = 100'	PROJECT: FARM ROAD SECTION 10	JOB NO.: 10-01 DRAWING NO.: 10-01-01 SHEET NO.: 1 OF 1
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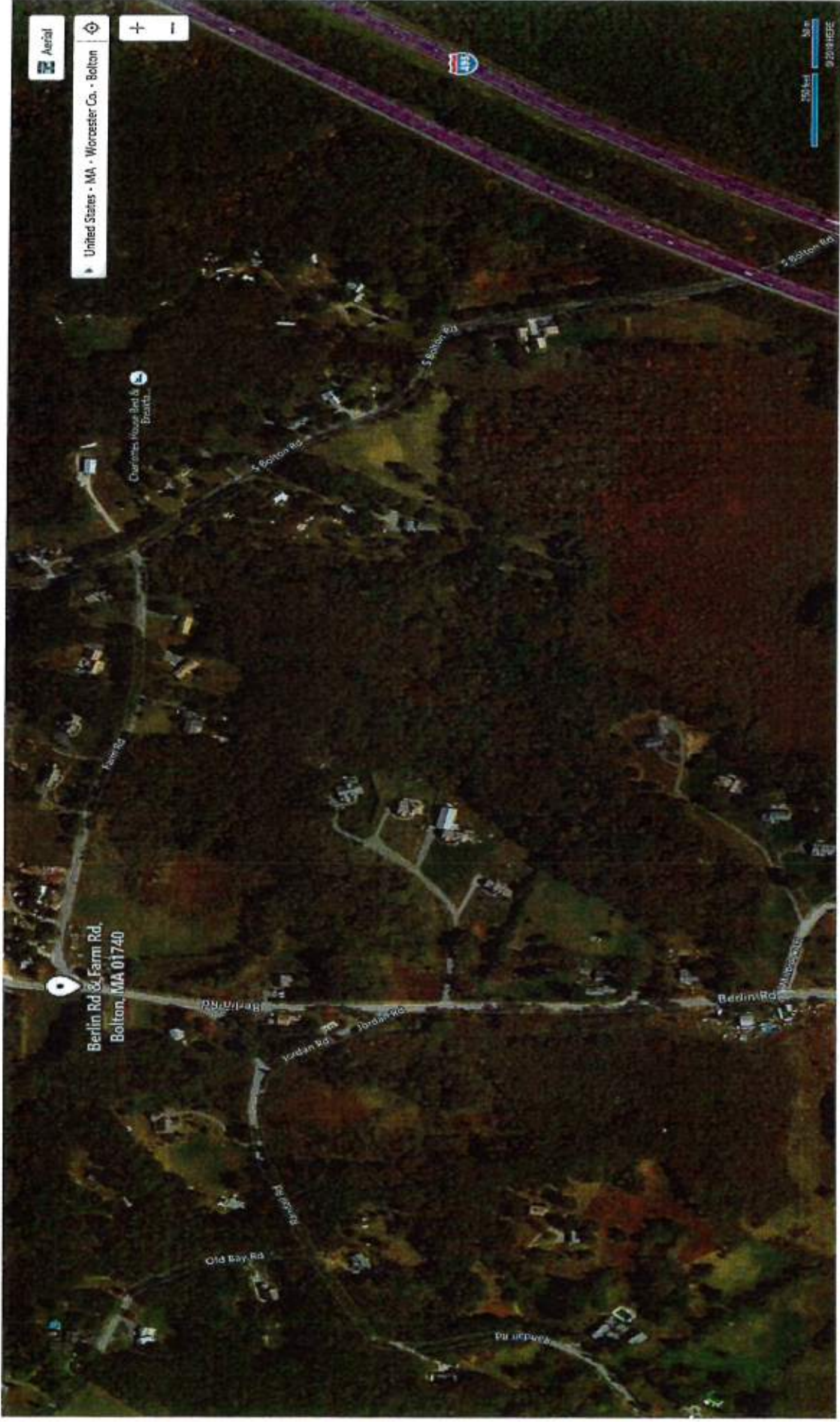
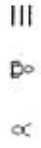
Section 2.2

Aerial Photograph



Berlin Rd & Farm Rd, Bolton, Massachusetts 01740, United State:

- Directions
- Traffic
- My Places
- More





Farm Rd & Berlin Rd

Woods at Farm Road, LLC - 2.47 acres at Farm Road and Berlin Road, Bolton, MA



Imagery ©2019 Google, Map data ©2019 Google 500 ft

Section 2.3

Site/Context Photos

Google Maps

Farm Road & Berlin Road, Bolton, MA

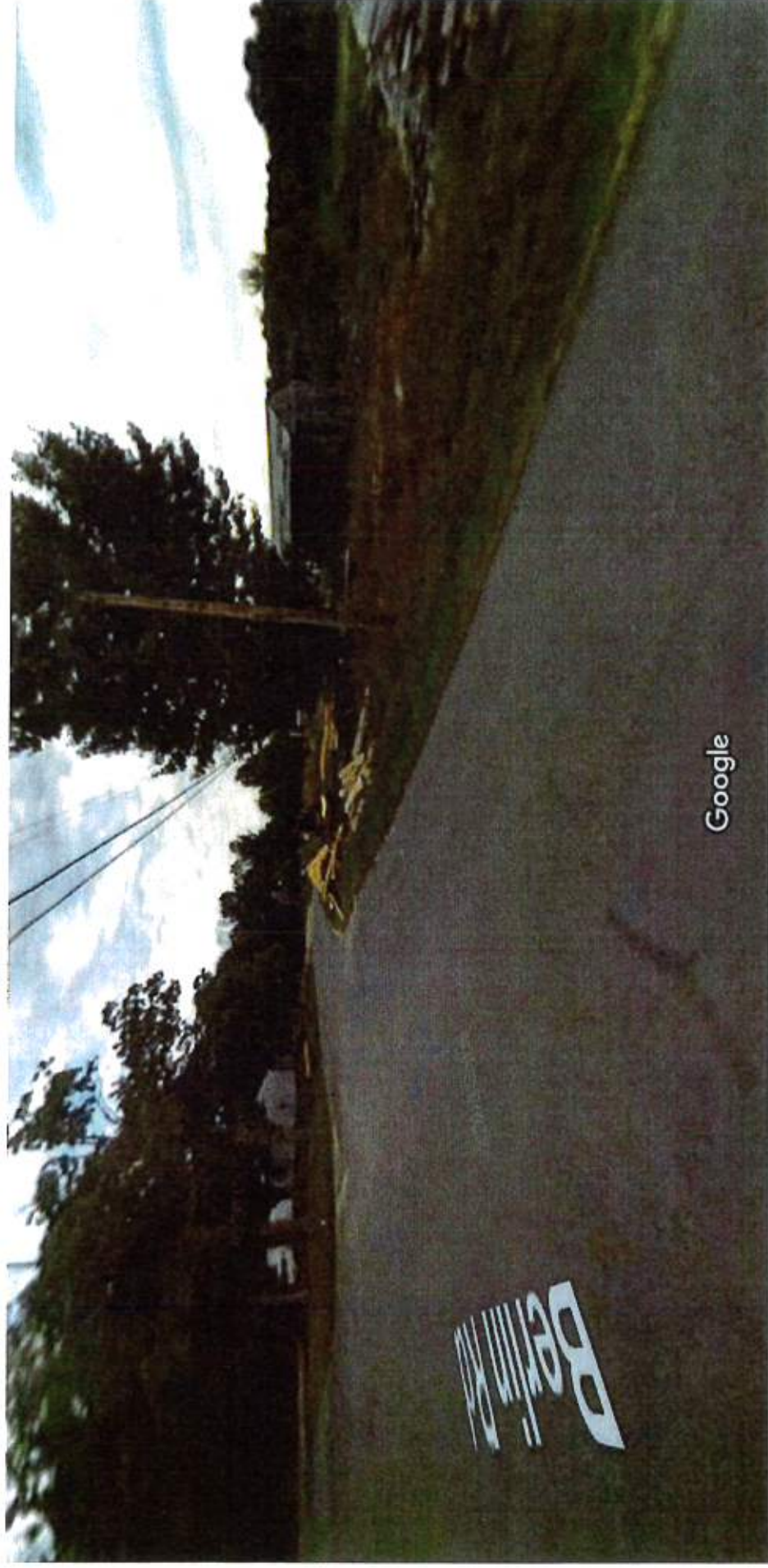


Image capture: Aug 2007 © 2019 Google

Bolton, Massachusetts

Google

Street View - Aug 2007

Google Maps

Farm Road & Berlin Road, Bolton, MA

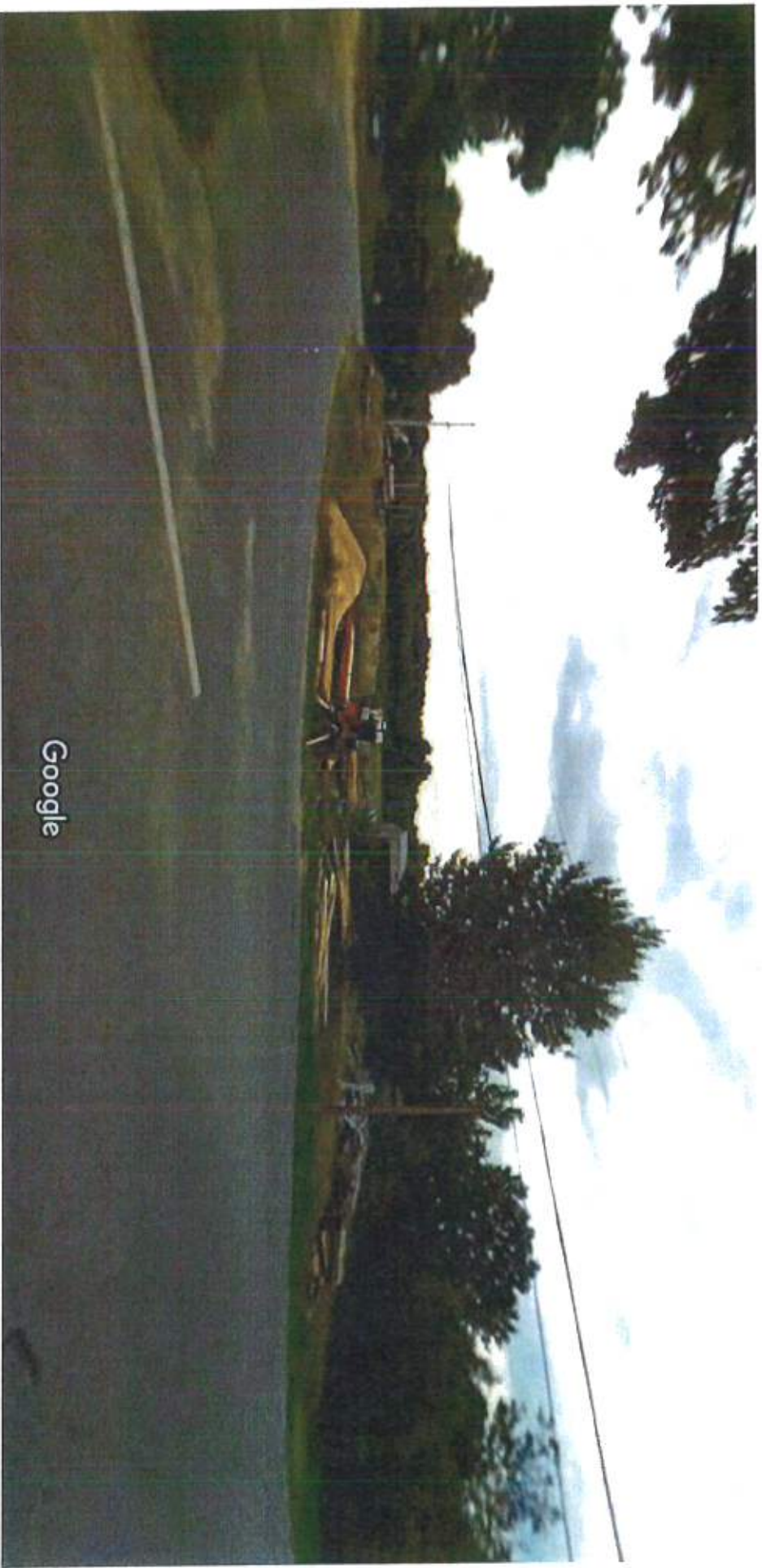


Image capture: Aug 2007 © 2019 Google

Bolton, Massachusetts

Google

Street View - Aug 2007

Google Maps

Farm Road & Berlin Road, Bolton, MA



Image capture: Aug 2007 © 2019 Google

Bolton, Massachusetts

Google

Street View - Aug 2007



Berlin Rd & Farm Rd, Bolton, Massachusetts 01740, United States



Share Full Screen



Report a privacy concern with this image



Berlin Rd & Farm Rd, Bolton, Massachusetts 01740, United State



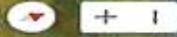
Share



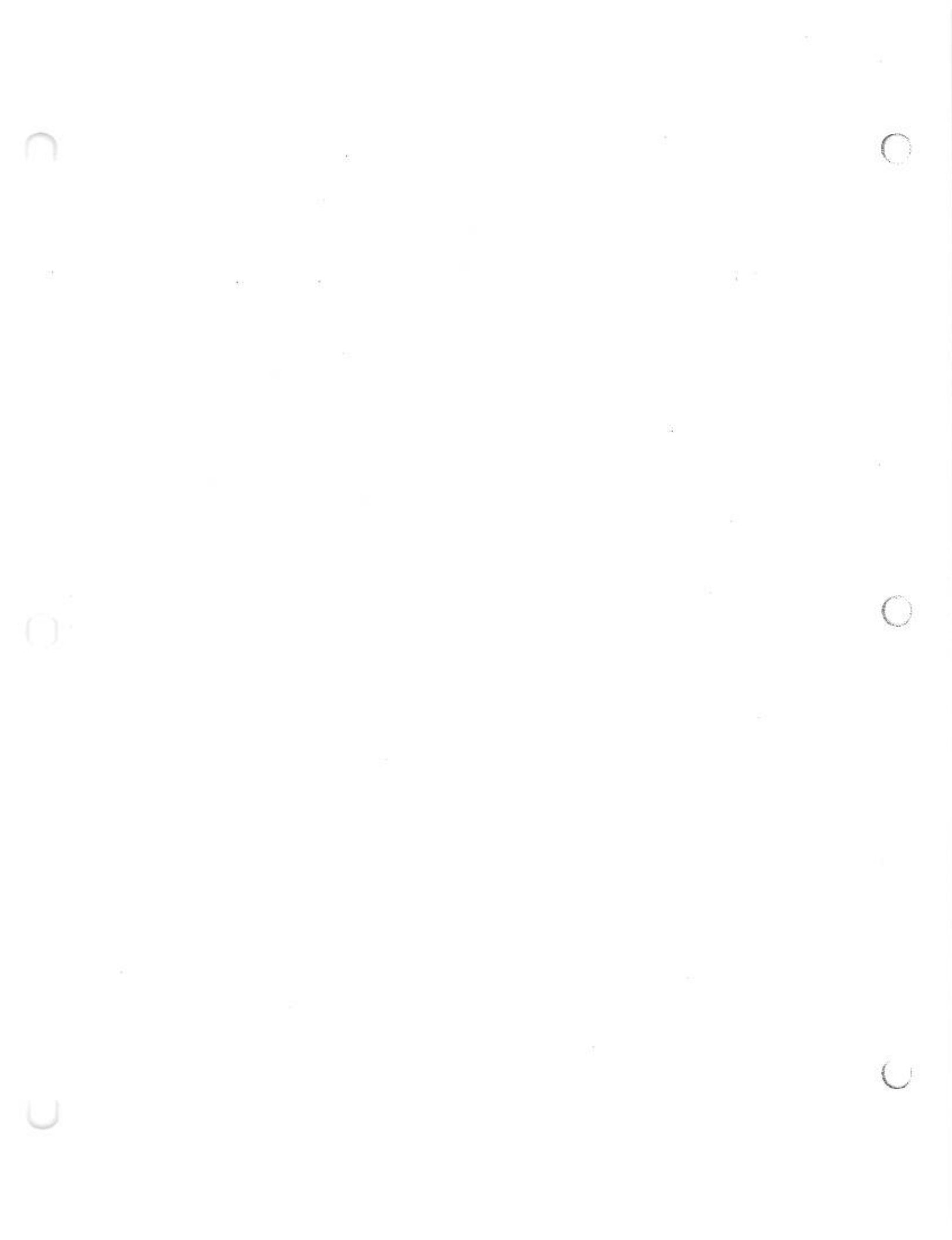
Full Screen



158 Berlin Rd, Bolton, MA
01740



Report a privacy concern with this image.



Section 2.4

Maps

Natione' Flood Hazard Layer FIRMette



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
Zone X, V, AE
With BFE or Depth Zone AE, AO, AH, VE, AH
Regulatory Floodway

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with (drainage) areas of less than one square mile (Zone 2)

Future Conditions 1% Annual Chance Flood Hazard Zone X

Area with Reduced Flood Risk due to Levee. See Notes, Zone X

OTHER AREAS OF FLOOD HAZARD

Area with Flood Risk due to Levee Zone D

NO SCREENED Area of Minimal Flood Hazard Zone X Effective LOMRS

OTHER AREAS GENERAL STRUCTURES

Area of Undetermined Flood Hazard Zone X Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect Base Flood Elevation Line (BFE) Limit of Study

Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature

Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/10/2019 at 10:12:09 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



USGS The National Map of Hydrography, Data refreshed April 2018

1:6,000

Feet

1,500

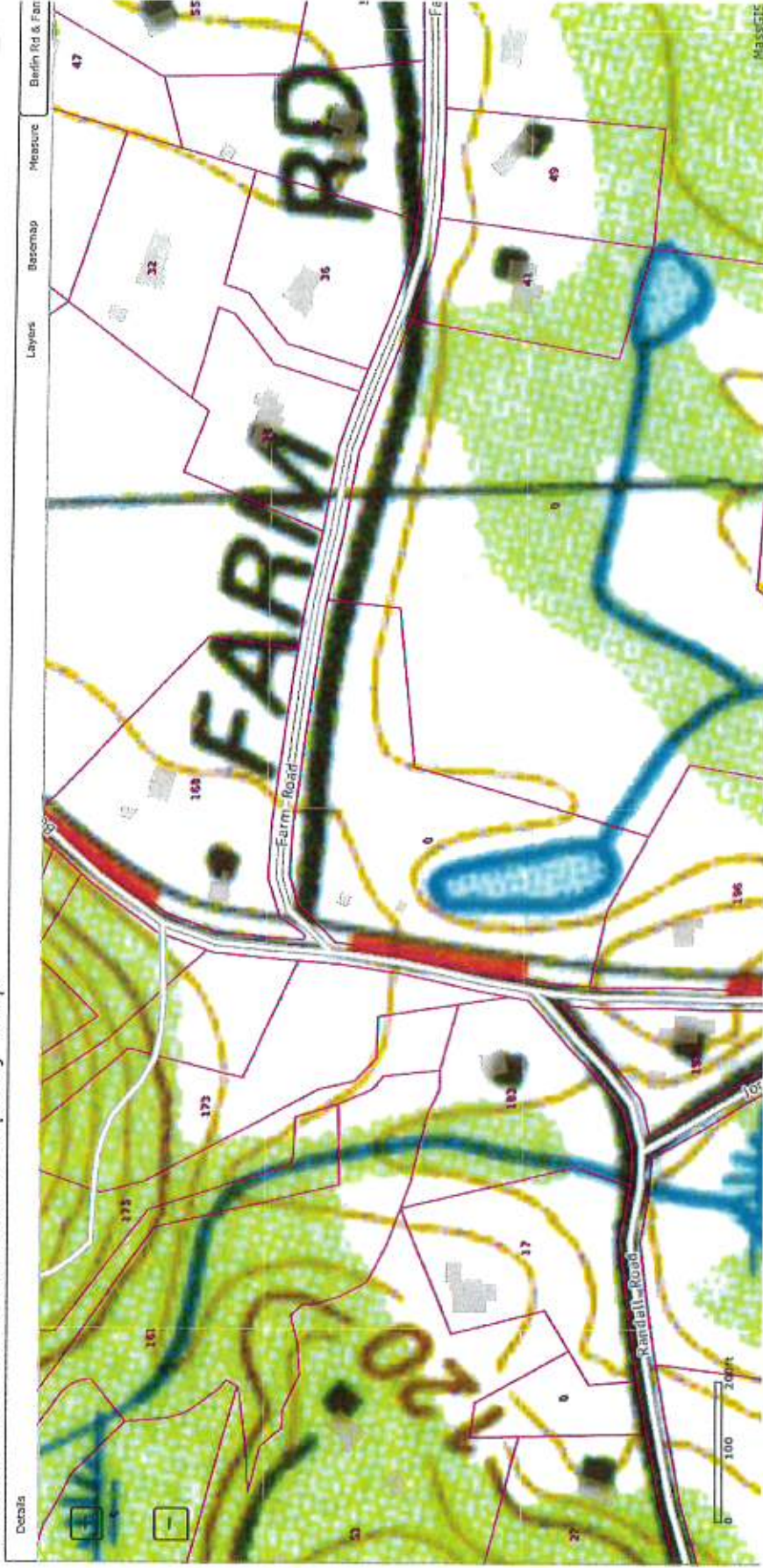
1,000

500

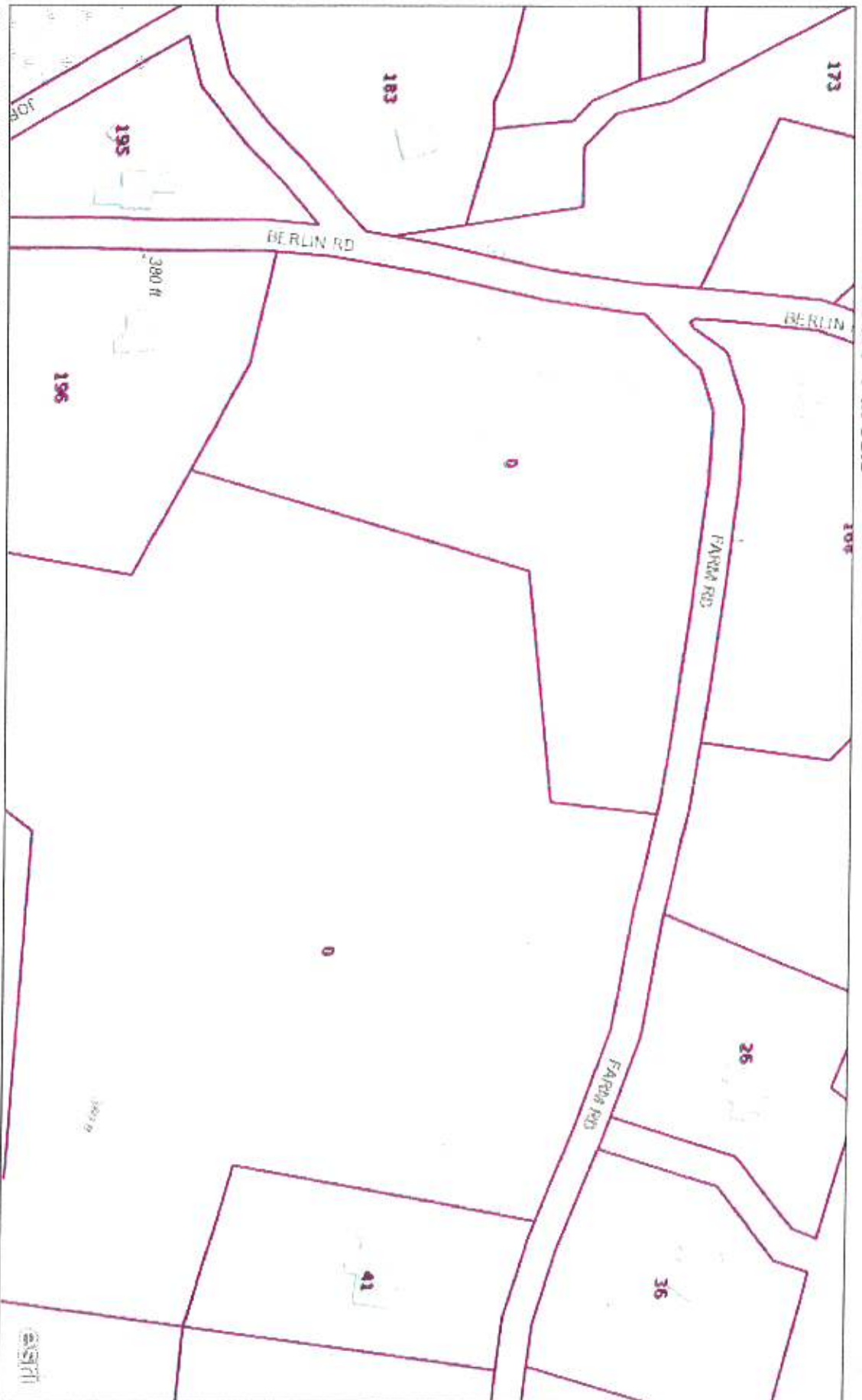
250

0

Massachusetts Interactive Property Map



MassGIS Level 3 Assessors' Parcels



Standardized (Level 3) assessors' tax parcels tiled map service from MassGIS hosted at ArcGIS Online

MassGIS, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects**

Section 3: PROJECT INFORMATION (also see Required Attachments listed at end of Section 3)

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that the proposed project appears generally eligible under the requirements of the housing subsidy program and that the conceptual project design is generally appropriate for the site.

Name of Proposed Project: The Woods at Farm Road

Project Type (mark both if applicable): New Construction ☒ Rehabilitation ☐ Both ☐

Total Number of Dwelling Units: 4.00

Total Number of Affordable Units: 1.00

Number of 50% AMI Affordable Units: 0.00

Number of 80% AMI Affordable Units: 1.00

Unit Mix: Affordable Units

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units				1.00	
Number of Bathrooms				2.50	
Square Feet/Unit				1,671.00	

Unit Mix: Market Rate

Unit Type	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Number of Units				3.00	
Number of Bathrooms				2.50	
Square Feet/Unit				1,671.00	

Percentage of Units with 3 or More Bedrooms*: 100.00

* Note that the January 17, 2014 Interagency Agreement Regarding Housing Opportunities for Families with Children requires that at least 10% of the units in the project must have three (3) or more bedrooms. Evidence of compliance with this requirement must be provided at Final Approval.

* Number of Handicapped Accessible Units: Market Rate: Affordable: *As required by law.

Gross Density (units per acre): 1.61

Net Density (units per buildable acre): 1.84

Residential Building Information

Building Type and Style <i>(single family detached, townhouse, multi-family)</i>	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type
Single Family	New Construction	2.00	29'	1280	4.00

Non-Residential Building Information N/A

Building Type and Style	Construction or Rehabilitation	Number of Stories	Height	GFA	Number Bldgs. of this type

Will all features and amenities available to market unit residents also be available to affordable unit residents?

If not, explain the differences.

All exterior finishes will be the same. Interior finishes will vary.

Parking

Total Parking Spaces Provided: 16.00

Ratio of Parking Spaces to Housing Units: 4:1

Lot Coverage *(Estimate the percentage of the site used for the following)*

Buildings: 5%

Parking and Paved Areas: 6%

Usable Open Space: 64%

Unusable Open Space: 25%

Lot Coverage: 11%

Required Attachments Relating to Section 3

3.1 Preliminary Site Layout Plan(s)

Please provide preliminary site layout plans of the entire Site prepared, signed and stamped by a registered architect or engineer. Plans should be prepared at a scale of 1"=100' or 1"=200', and should show:

- Proposed site grading
- Existing lot lines
- Easements (existing and proposed)
- Access to a public way must be identified
- Required setbacks
- Proposed site circulation (entrances/egresses, roadways, driveways, parking areas, walk ways, paths, trails)
- Building and structure footprints (label)
- Utilities (existing and proposed)
- Open space areas
- Schematic landscaping and screening
- Wetland and other restricted area boundaries and buffer zones

Please provide one (1) set of full size (30"x40") plans along with one (1) set of 11"x17" reproductions and one (1) electronic set of plans. Please note that MassHousing cannot accept USB flash drives.

3.2 Graphic Representations of Project/Preliminary Architectural Plans

- Typical floor plans
- Unit plans showing dimensions, bedrooms, bathrooms and overall unit layout
- Exterior elevations, sections, perspectives and illustrative rendering.

3.3 Narrative Description of Design Approach

Provide a narrative description of the approach to building massing, style, and exterior materials; site layout, and the relationship of the project to adjacent properties, rights of way and existing development patterns. The handbook called Approach to Chapter 40B Design Reviews prepared by the Cecil Group in January 2011 may be helpful in demonstrating the nature of the discussion that MassHousing seeks in this narrative.

3.4 Tabular Zoning Analysis

Zoning analysis in tabular form comparing existing zoning requirements to the waivers that you will request from the Zoning Board of Appeals for the proposed project, showing required and proposed dimensional requirements including lot area, frontage, front, side and rear setbacks, maximum building coverage, maximum lot coverage, height, number of stories, maximum gross floor area ratio, units per acre, units per buildable acre; number of parking spaces per unit/square foot and total number of parking spaces (proposed and required).

3.5 Completed Sustainable Development Principles Evaluation Assessment Form *(see attached form)*



Section 3.1

Site Plan

GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN IN FEET AND INCHES. DIMENSIONS ARE GIVEN IN FEET AND INCHES.
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ZONING TABLE

USE	MINIMUM LOT AREA (ACRES)	MINIMUM LOT WIDTH (FEET)	MINIMUM LOT DEPTH (FEET)	MINIMUM LOT AREA (SQUARE FEET)	MINIMUM LOT WIDTH (FEET)	MINIMUM LOT DEPTH (FEET)	MINIMUM LOT AREA (SQUARE FEET)
RESIDENTIAL	1.0	100	100	10,000	100	100	10,000
COMMERCIAL	2.0	100	100	20,000	100	100	20,000
INDUSTRIAL	5.0	100	100	50,000	100	100	50,000



DUCHARME & DILLIS
Civil Design Group, Inc.
ATTORNEYS-AT-LAW AND ARCHITECTS-AT-LAW
1001 NEW LONDON ST., SUITE 200
NEW LONDON, CT 06458
PHONE: 860-442-1111
FAX: 860-442-1112

PRELIMINARY SITE PLAN
PARKWAY ROAD
NEW LONDON, CT
SHEET NO. 1
SHEET TOTAL 1

SCALE
1" = 100'
0 10 20 30 40 50 60 70 80 90 100
Feet

DATE
10/1/01

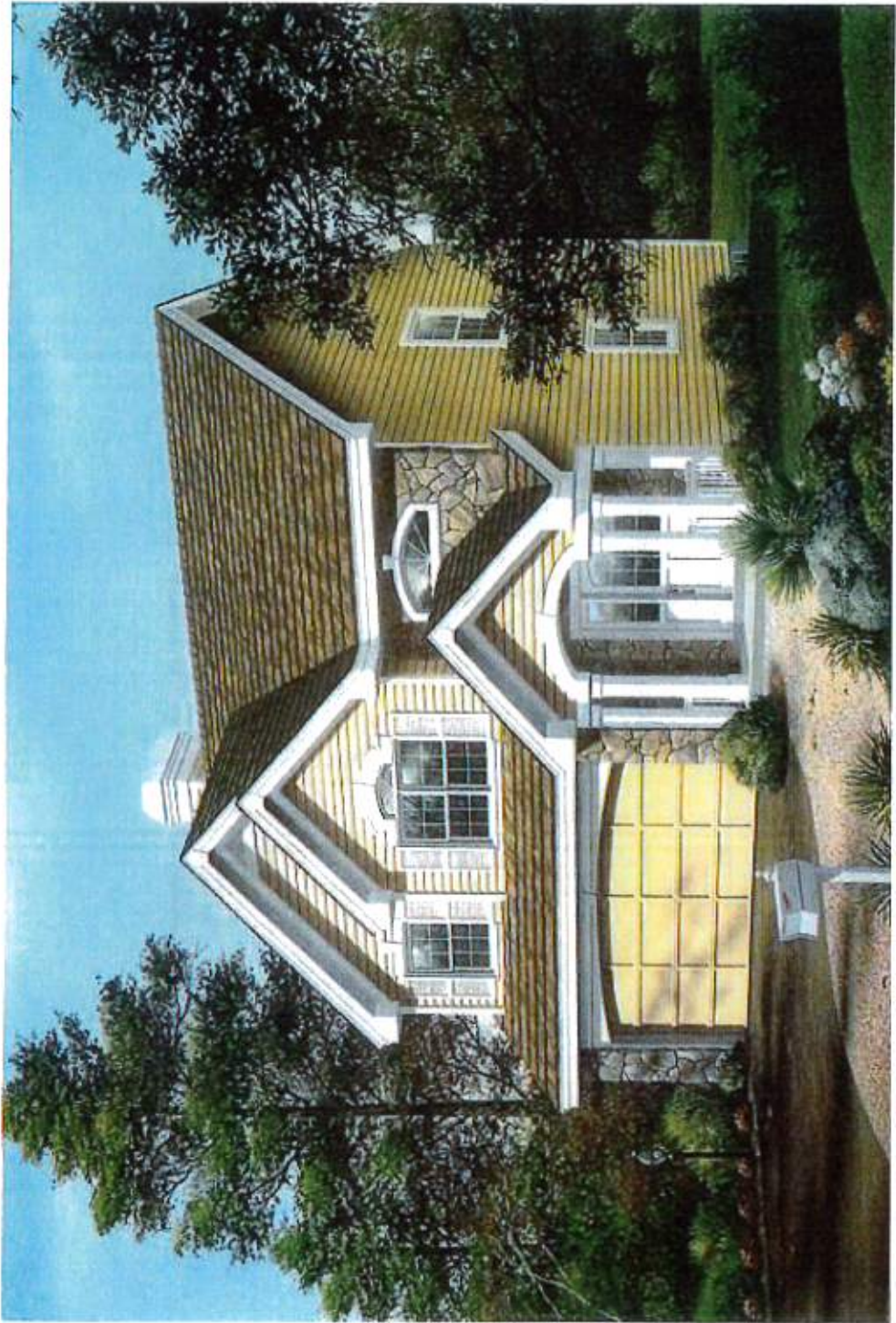
BY
J. DILLIS

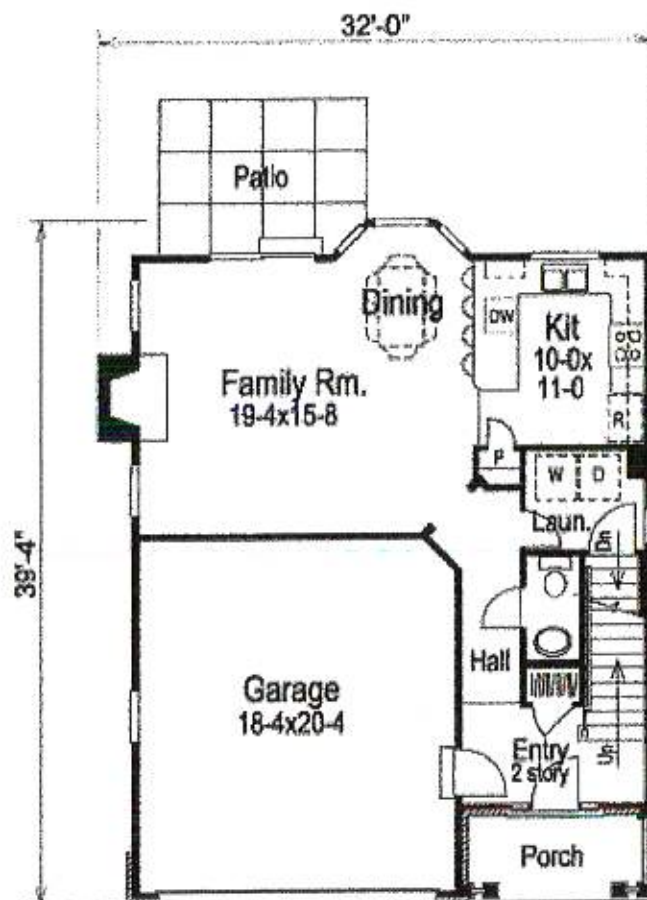
CHECKED BY
J. DILLIS

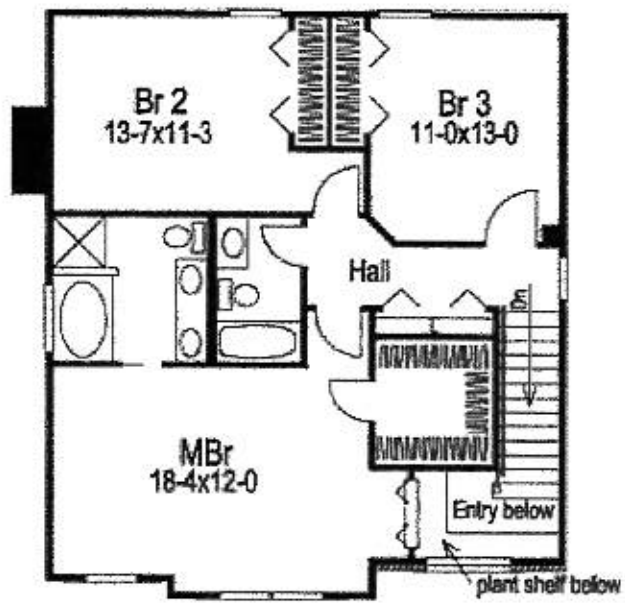
APPROVED BY
J. DILLIS

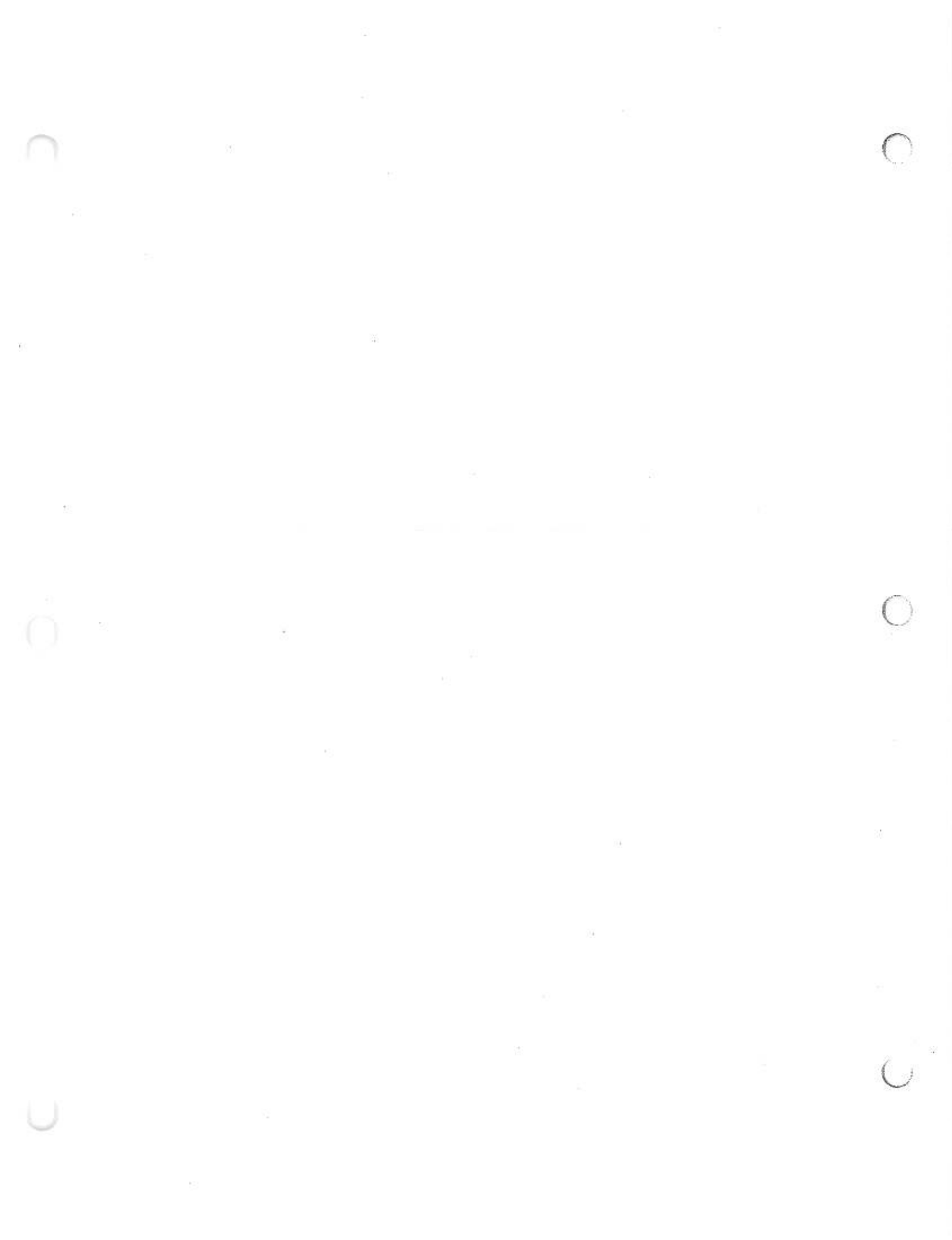
Section 3.2

Floor Plans/Architecturals









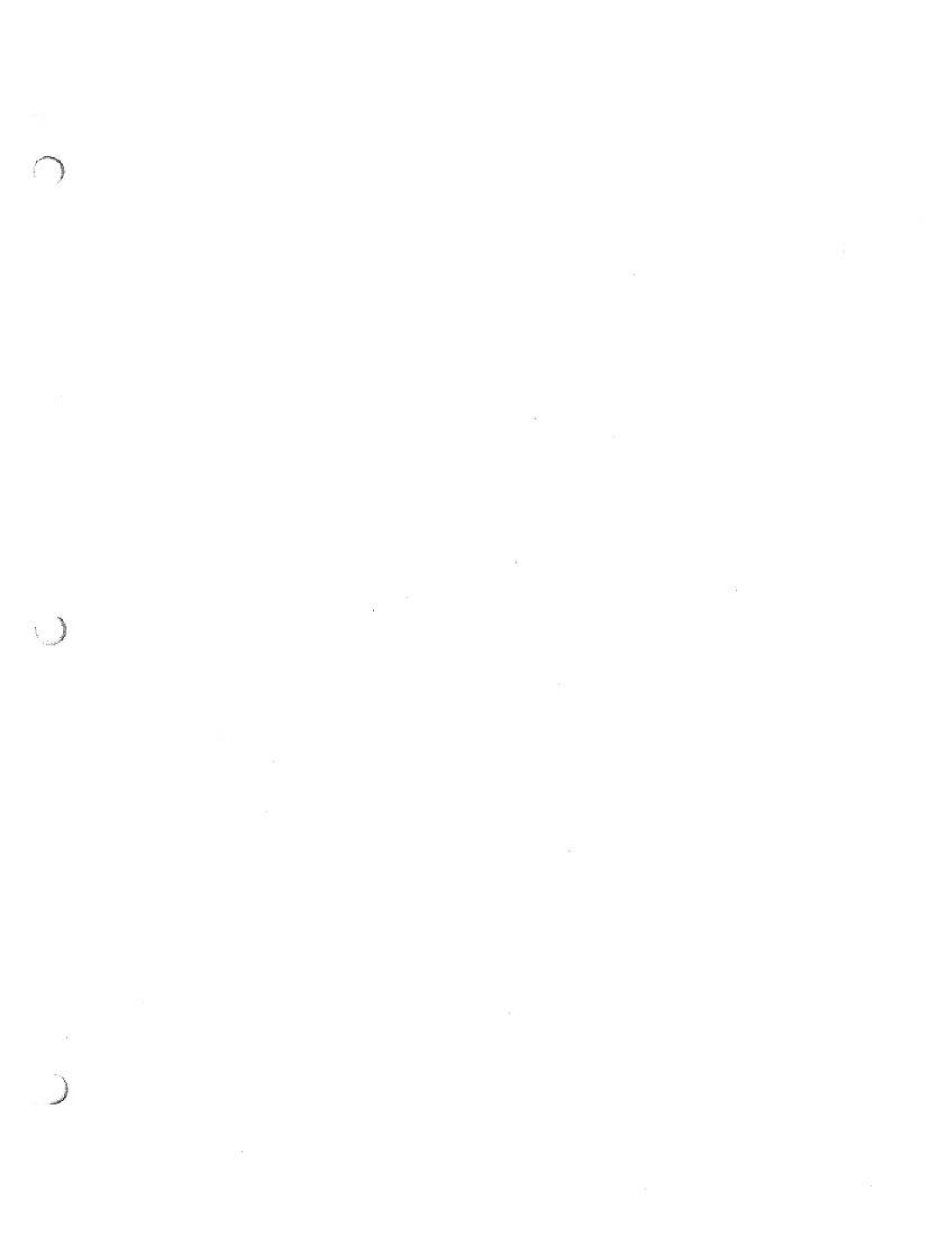
Section 3.3

Narrative Description Of Design Approach

Narrative Description of Design Approach

This charming Cottage plan is ideal for a narrow lot with its 32' width and yet, there is an abundance of space featured in the interior floor plan. There are approximately 1,672 square feet of living space which incorporates three bedrooms and two plus baths into the plan. The home's drawings include a basement foundation which features an additional 688 square feet of space and adds value and versatility to the home. There is a two car garage, as well, which provides 373 square feet of vehicle and storage space. The exterior façade of the home is simply stunning with multiple gables, wide eaves and a stone accent wall feature. The front covered porch is highlighted with columned beams, open railing and a decorative arched opening that blend to create visual interest and curb appeal. A gorgeous front door opens onto the two story foyer which houses a coat closet and the second story staircase. The hallway extends into the open concept plan and features a powder room for guests. The main living areas are spacious and include the family room, measuring in excess of 19'x15', which includes a handsome fireplace flanked by picturesque window views and rear patio access. The dining space is nestled into a triple bay window that overlooks the rear patio and yard. The U-shaped kitchen is highlighted by an open breakfast bar, separate pantry and an abundance of additional counter and cabinet space. There is a laundry nook and lower level staircase to complete the main level of living.

The second story landing features an overlook onto the foyer and the plant shelf below. Bedrooms two and three are large with window views and generous closet space. There is a shared hall bath with a vanity space, toilet area, a tub/shower combination and there is an oversized hall linen closet as well. The master suite is highlighted by an oversized bedroom space with a "bump-out", gorgeous window views and a large master walk-in closet. The master bath is elegantly designed with dual vanities, a separate shower, a toilet area and a garden tub with window views. Expansion possibilities, an attractive exterior and a functional floor plan contribute to the home's value and versatility.



Section 3.4

Tabular Zoning Analysis

ZONING TABLE

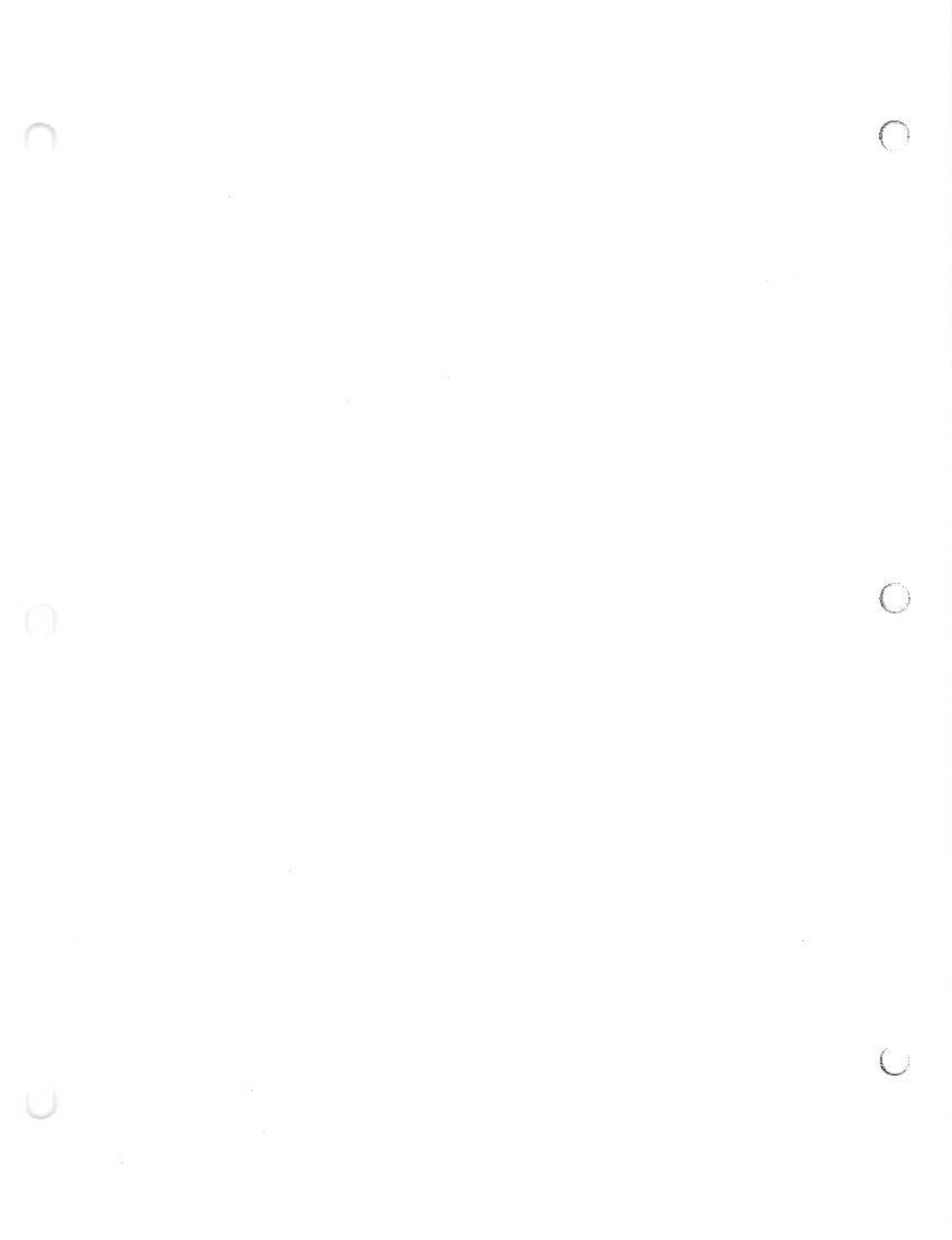
ZONING DISTRICT: RESIDENTIAL

BOLTON ZONING BYLAW §250-13 DIMENSIONAL REGULATIONS:

	REQUIRED	PROVIDED
MIN LOT AREA	80,000 SF	107,507 SF
MIN LOT FRONTAGE*	200'	425' BERLIN ROAD 384' FARM ROAD
MIN FRONT YARD	50'	58' BERLIN ROAD 41' FARM ROAD
MIN OTHER YARDS	20'	57'
MIN SHAPE FACTOR	0.5	0.69

MAX. LOT COVERAGE N/A
OPEN SPACE N/A

* ZONING BYLAW §250-28 "OWNERS OF LOTS FRONTING ON TWO STREETS MAY SELECT WHICH SHALL BE CONSIDERED FRONTAGE. ON A CORNER LOT, FRONTAGE SHALL BE MEASURED TO THE POINT OF INTERSECTION OF THE EXTENSION OF THE SIDE LINES OF THE STREET."



Section 3.5

Sustainable Development Principles Form

SUSTAINABLE DEVELOPMENT CRITERIA SCORECARD

Project Name: The Woods at Farm Road
Project Number: _____
Program Name: _____
Date: _____

MassHousing encourages housing development that is consistent with sustainable development designs and green building practices. Prior to completing this form, please refer to the Commonwealth's Sustainable Development Principles (adopted May 2007) available at: [Sustainable Development Principles](#)

DEVELOPER SELF-ASSESSMENT

(for consistency with the Sustainable Development Principles)

Redevelop First

Check "X" below if applicable

If Rehabilitation:

- Rehabilitation/Redevelopment/Improvements to Structure ☐
- Rehabilitation/Redevelopment/Improvements to Infrastructure ☒
- Will Use existing electricity to site. Will also improve existing drainage.

If New Construction:

- Contributes to revitalization of town center or neighborhood ☐
- Walkable to:
 - (a) transit ☐
 - (b) downtown or village center ☒
 - (c) school ☒
 - (d) library ☒
 - (e) retail, services or employment center ☒
- Located in municipally-approved growth center ☐

Explanation (Required)

Site was formally used for agricultural uses and processing timber. Structures on the site were accessory to those uses. Site is ideally located within 1.3 miles to the Bolton "center" which includes a library and government offices. The site is also located near local schools and retail such as the Nashoba Winery.

Optional – Demonstration of Municipal Support:

Check "X" below if applicable

- Letter of Support from the Chief Elected Official of the municipality* ☐
- Housing development involves municipal funding ☐
- Housing development involves land owned or donated by the municipality ☐

**Other acceptable evidence: Zoning variance issued by ZBA for project; Minutes from Board of Selectman meeting showing that project was discussed and approved, etc.*

Explanation (Required)

Method 2: Development meets a minimum of **five (5)** of the Commonwealth's *Sustainable Development Principles*, as shown in the next section below.

If the development involves strong **municipal support** (evidence of such support must be submitted as an attachment), the development need only meet **four (4)** of the *Sustainable Development Principles*. However, one (1) of the Principles met must be **Protect Land and Ecosystems**.

Please explain at the end of each category how the development follows the relevant *Sustainable Development Principle(s)* and explain how the development demonstrates each of the checked "X" statements listed under the *Sustainable Development Principle(s)*.

(1) Concentrate Development and Mix Uses

Support the revitalization of city and town centers and neighborhoods by promoting development that is compact, conserves land, protects historic resources, and integrates uses. Encourage remediation and reuse of existing sites, structures, and infrastructure rather than new construction in undeveloped areas. Create pedestrian friendly districts and neighborhoods that mix commercial, civic, cultural, educational, and recreational activities with open spaces and homes.

Check "X" below if applicable

- Higher density than surrounding area ☐
- Mixes uses or adds new uses to an existing neighborhood ☐
- Includes multi-family housing ☐
- Utilizes existing water/sewer infrastructure ☐
- Compact and/or clustered so as to preserve undeveloped land ☐
- Reuse existing sites, structures, or infrastructure ☐
- Pedestrian friendly ☐
- Other (discuss below) ☐

Explanation (Required)

(2) Advance Equity & Make Efficient Decisions

Promote equitable sharing of the benefits and burdens of development. Provide technical and strategic support for inclusive community planning and decision making to ensure social, economic, and environmental justice. Ensure that the interests of future generations are not compromised by today's decisions.

Promote development in accordance with smart growth and environmental stewardship.

Check "X" below if applicable

- Concerted public participation effort (beyond the minimally required public hearings) ☐
- Streamlined permitting process, such as 40B or 40R ☐
- Universal Design and/or visitability ☐
- Creates affordable housing in middle to upper income area and/or meets regional need ☐
- Creates affordable housing in high poverty area ☐
- Promotes diversity and social equity and improves the neighborhood ☐
- Includes environmental cleanup and/or neighborhood improvement in an Environmental Justice Community ☐
- Other (discuss below) ☐

Explanation (Required)

(3) Protect Land and Ecosystems

Protect and restore environmentally sensitive lands, natural resources, agricultural lands, critical habitats, wetlands and water resources, and cultural and historic landscapes. Increase the quantity, quality and accessibility of open spaces and recreational opportunities.

Check "X" below if applicable

- Creation or preservation of open space or passive recreational facilities ☐
- Protection of sensitive land, including prime agricultural land, critical habitats, and wetlands ☐
- Environmental remediation or clean up ☐
- Responds to state or federal mandate (e.g., clean drinking water, drainage, etc.) ☐
- Eliminates or reduces neighborhood blight ☐
- Addresses public health and safety risk ☐
- Cultural or Historic landscape/existing neighborhood enhancement ☐
- Other (discuss below) ☐

Explanation (Required)

(4) Use Natural Resources Wisely

Construct and promote developments, buildings, and infrastructure that conserve natural resources by reducing waste and pollution through efficient use of land, energy, water and materials.

Check "X" below *if applicable*

- Uses alternative technologies for water and/or wastewater treatment ☐
- Uses low impact development (LID) or other innovative techniques ☐
- Other (discuss below)

Explanation (Required)

(5) Expand Housing Opportunities

Support the construction and rehabilitation of homes to meet the needs of people of all abilities, income levels and household types. Build homes near jobs, transit, and where services are available. Foster the development of housing, particularly multifamily and single-family homes, in a way that is compatible with a community's character and vision and with providing new housing choices for people of all means.

Check "X" below *if applicable*

- Includes rental units, including for low/mod households ☐
- Includes homeownership units, including for low/mod households ☐
- Includes housing options for special needs and disabled population ☐
- Expands the term of affordability ☐
- Homes are near jobs, transit and other services ☐
- Other (discuss below) ☐

Explanation (Required)

(6) Provide Transportation Choice

Maintain and expand transportation options that maximize mobility, reduce congestion, conserve fuel and improve air quality. Prioritize rail, bus, boat, rapid and surface transit, shared-vehicle and shared-ride services, bicycling and walking. Invest strategically in existing and new passenger and freight transportation infrastructure that supports sound economic development consistent with smart growth objectives.

Check "X" below if applicable

- Walkable to public transportation ☐
- Reduces dependence on private automobiles (e.g., provides previously unavailable shared transportation, such as Zip Car or shuttle buses) ☐
- Increased bike and ped access ☐
- For rural areas, located in close proximity (i.e., approximately one mile) to a transportation corridor that provides access to employment centers, retail/commercial centers, civic or cultural destinations ☐
- Other (discuss below) ☐

Explanation (Required)

(7) Increase Job and Business Opportunities

Attract businesses and jobs to locations near housing, infrastructure, and transportation options. Promote economic development in industry clusters. Expand access to education, training and entrepreneurial opportunities. Support growth of local businesses, including sustainable natural resource-based businesses, such as agriculture, forestry, clean energy technology and fisheries.

Check "X" below if applicable

- Permanent jobs ☐
- Permanent jobs for low- or moderate-income persons ☐
- Jobs near housing, service or transit ☐
- Housing near an employment center ☐
- Expand access to education, training or entrepreneurial opportunities ☐
- Support local businesses ☐
- Support natural resource-based businesses (i.e., farming, forestry or aquaculture) ☐
- Re-uses or recycles materials from a local or regional industry's waste stream ☐
- Support manufacture of resource-efficient materials, such as recycled or low-toxicity materials ☐
- Support businesses that utilize locally produced resources such as locally harvested wood or agricultural products ☐
- Other (discuss below) ☐

Explanation (Required)

(8) Promote Clean Energy

Maximize energy efficiency and renewable energy opportunities. Support energy conservation strategies, local clean power generation, distributed generation technologies, and innovative industries. Reduce greenhouse gas emissions and consumption of fossil fuels.

Check "X" below if applicable

- Energy Star or equivalent* ☐
- Uses renewable energy source, recycled and/or non-flow-toxic materials, exceeds the state energy code, is configured to optimize solar access, and/or otherwise results in waste reduction and conservation of resources ☐
- Other (discuss below) ☐

*All units are required by MassHousing to be Energy Star Efficient. Please include in your explanation a description of how the development will meet Energy Star criteria.

Explanation (Required)

(9) Plan Regionally

Support the development and implementation of local and regional, state and interstate plans that have broad public support and are consistent with these principles. Foster development projects, land and water conservation, transportation and housing that have a regional or multi-community benefit. Consider the long term costs and benefits to the Commonwealth.

Check "X" below if applicable

- Consistent with a municipally supported regional plan ☐
- Addresses barriers identified in a Regional Analysis of Impediments to Fair Housing ☐
- Measurable public benefit beyond the applicant community ☐
- Other (discuss below) ☐

Explanation (Required)

For further information regarding 40B applications, please contact Greg Watson, Manager, Comprehensive Permit Programs, at (617) 854.1880 or gwatson@masshousing.com

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects**

Section 4: SITE CONTROL (also see Required Attachments listed at end of Section 4)

In order to issue Site Approval, MassHousing must find (as required by 760 CRM 56.04 (4)) that the Applicant controls the site.

Name of Proposed Project: The Woods at Farm Road

Describe current ownership status of the entire site as shown on the site layout plans (attach additional sheets as necessary if the site is comprised of multiple parcels governed by multiple deeds or agreements):

Owned (or ground leased) by Development Entity or Applicant ☒

Under Purchase and Sale Agreement _____

Under Option Agreement _____

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: Robert D. Coolidge

Grantee/Buyer: The Woods at Farm Road, LLC.

Grantee/Buyer is (check one):

Applicant ☒ Development Entity _____ Managing General Partner of Development Entity _____

General Partner of Development Entity _____ Other (explain) _____

Are the Parties Related? _____

For Deeds or Ground Leases

Date(s) of Deed(s) or Ground Lease(s): February 6, 2019

Purchase Price: \$185000.00

For Purchase and Sale Agreements or Option Agreements N/A

Date of Agreement: _____

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Will any easements or rights of way over other properties be required in order to develop the site as proposed?

Yes _____ No _____

If Yes, please describe current status of easement: N/A

Owned (or ground leased) by Development Entity or Applicant _____

Under Purchase and Sale Agreement _____

Under Option Agreement _____

Note: The Grantee/Buyer on each document must be either the Applicant or the Proposed Development Entity, or you must attach an explanation showing direct control of the Grantee/Buyer by the Applicant or the Proposed Development Entity.

Grantor/Seller: N/A

Grantee/Buyer: _____

Are the Parties Related? _____

For Easements

Date(s) of Easement(s): N/A

Purchase Price: _____

For Easement Purchase and Sale Agreements or Easement Option Agreements

Date of Agreement: N/A

Expiration Date: _____

If an extension has been granted, date of extension: _____

If an extension has been granted, new expiration date: _____

Purchase Price: _____

Required Attachments Relating to Section 4

4.1 Evidence of Site Control (required)

Copies of all applicable, fully executed documents (deed, ground lease, purchase and sale agreement, option agreement, land disposition agreement) showing evidence of site control, including any required easements, along with copies of all amendments and extensions. Copies of all plans referenced in documents must be included.

Section 4.1

Evidence of Site Control

Worcester South District Registry of Deeds Electronically Recorded Document

This is the first page of the document – Do not remove

Recording Information

Document Number	: 12937
Document Type	: DEED
Recorded Date	: February 11, 2019
Recorded Time	: 02:47:00 PM
Recorded Book and Page	: 60035 / 275
Number of Pages(including cover sheet)	: 3
Receipt Number	: 1128216
Recording Fee (including excise)	: \$968.60

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 02/11/2019 02:47 PM
Ctrl# 192745 06351 Doc# 00012937
Fee: \$843.60 Cons: \$185,000.00

Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

QUITCLAIM DEED

Robert D. Coolidge, a married man, of Bolton, Worcester County, Massachusetts,

for consideration paid and in full consideration of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00)

grants to The Woods at Farm Road, LLC

of 11 Tanglewood Drive, Nashua, NH 03062

with QUITCLAIM COVENANTS

The land with the buildings thereon in Bolton, Middlesex County, Massachusetts, being shown as Lot 1 on Plan entitled "Plan of Land Meadow Farm Estates Berlin and Farm Roads in Bolton, Mass. Dated: July 26, 2001, Prepared by: Consolidated Design Group, Inc., Civil Engineers and Land Surveyors" recorded with Worcester District Registry of Deeds in Plan Book 772, Plan 46, being more particularly bounded and described as follows:

NORTHWESTERLY,
NORTHERLY and
NORTHEASTERLY

on a curving line by Berlin Road and Farm Road, 21.35 feet, 72.65 feet, 143.49 feet, 88.53 feet, 49.54 feet, 100.59 feet, 85.35 feet, and 224.25 feet;

SOUTHEASTERLY
SOUTHERLY, and
SOUTHEASTERLY

again by Parcel B1 as shown on said Plan, 100 feet, 200 feet and 321.76 feet; and

SOUTHWESTERLY
and SOUTHERLY

by land now or formerly of Jeffrey J. Riddle, 107.67 feet and 62 feet.

Containing 2.470 acres, according to said Plan.

The grantor hereby certifies that the subject property is not the primary residence of any grantor or the spouse of any grantor and affirms under the pains and penalties of perjury that no other person or persons are entitled to any homestead rights in the subject property as defined in M.G.L. c.

For title see Deed of Marion H. Deavitt a/k/a to David L. Coolidge dated September 19, 1958, recorded with said Registry of Deeds in Book 3977, Page 187. See Estate of David Coolidge, Worcester Probate Court No. 95P1-0040-EP1.

Executed as a sealed instrument this 6th day of February, 2019

Robert D. Coolidge
Robert D. Coolidge

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 6, 2019

Before me, the undersigned notary public, personally appeared Robert D. Coolidge, proved to me through satisfactory evidence of identification which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Christopher P. Yates
Christopher Paul Yates, Notary Public
My Commission Expires: 8/20/2021



ATTEST: WORC Kathryn A. Toomey, Register

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Homeownership 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: The Woods at Farm Road.

Initial Capital Budget (please enter "0" when no such sales/revenue or cost is anticipated)

Sales / Revenue

Market	<u>1,700,000.00</u>
Affordable	<u>185,000.00</u>
Related Party	<u>0.00</u>
Other Income	<u>0.00</u>
Total Sales/Revenue	<u>1,885,000.00</u>

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	\$185,000.00 Purchase Price + 7,000.00 Carrying Costs

Costs

Item	Budgeted
Acquisition Cost	
Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	<u>192,000.00</u>
Subtotal Acquisition Costs	<u>192,000.00</u>
Construction Costs-Residential Construction (Hard Costs)	
Building Structure Costs	<u>850,000.00</u>
Hard Cost Contingency	<u>42,500.00</u>
Subtotal – Residential Construction (Hard Costs)	<u>892,500.00</u>

Costs

Item

Budgeted

Construction Costs-Site Work (Hard Costs)

Earth Work	45,000.00
Utilities: On Site	70,000.00
Utilities: Off-Site	2,000.00
Roads and Walks	4,000.00
Site Improvement	0.00
Lawns and Planting	16,000.00
Geotechnical Condition	0.00
Environmental Remediation	0.00
Demolition	5,000.00
Unusual Site Conditions/Other Site Work	
Subtotal -Site Work (Hard Costs)	142,000.00

Construction Costs-General Conditions, Builders Overhead and Profit (Hard Costs)

General Conditions	10,000.00
Builder's Overhead	10,000.00
Builder's Profit	0.00
Subtotal - General Conditions Builder's Overhead and Profit (Hard Costs)	20,000.00

General Development Costs (Soft Costs)

Appraisal and Marketing Study <i>(not 40B "as is" appraisal)</i>	1,000.00
Lottery	2,500.00
Commissions/Advertising-Affordable	12,900.00
Commissions/Advertising-Market	75,000.00
Model Unit	0.00
Closing Costs <i>(unit sales)</i>	12,000.00
Real Estate Taxes <i>(during construction)</i>	4,000.00
Utility Usage <i>(during construction)</i>	5,000.00
Insurance <i>(during construction)</i>	3,500.00
Security <i>(during construction)</i>	0.00
Inspecting Engineer	5,000.00
Fees to Others	10,000.00
Construction Loan Interest	70,000.00
Fees to Construction Lender	15,000.00
Architectural	5,000.00
Engineering	45,000.00
Survey, Permits, Etc.	5,000.00
Clerk of the Works	0.00
Construction Manager	60,000.00

Item	Budgeted
General Development Costs (Soft Costs) – Continued	
Bond Premiums (Payment/Performance/Lien Bond)	0.00
Legal	50,000.00
Title (including title insurance) and Recording	0.00
Accounting and Cost Certification (incl. 40B)	10,000.00
Relocation	0.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	2,700.00
40B Land Appraisal Cost (as-is value)	5,000.00
40B Final Approval Processing Fee	5,000.00
40B Subsidizing Agency Cost Certification Examination Fee	2,500.00
40B Monitoring Agent Fees	3,000.00
40B Surety Fees	0.00
Other Financing Fees	0.00
Development Consultant	0.00
Other Consultants (describe)	0.00
Other Consultants (describe)	0.00
Soft Cost Contingency	0.00
Other General Development (Soft) Costs	20,000.00
Subtotal – General Development Costs (Soft Costs)	431,600.00
Developer Overhead	
Developer Overhead	10,000.00
Subtotal – Developer Overhead	10,000.00
Summary of Subtotals	
Sales/Revenue	1,885,000.00
Site Acquisition	192,000.00
Residential Construction	892,500.00
Site Work	142,000.00
Builder's Overhead, Profit and General Conditions	20,000.00
General Development Costs	431,600.00
Developer Overhead	10,000.00
Summary	
Total Sales/Revenue	1,885,000.00
Total Development Costs (TDC)	1,688,100.00
Profit (Loss) from Sales/Revenue	196,900.00
Percentage of Profit (Loss) Over the Total Development Costs	11.66%

Initial Unit/Sales Price**MARKET RATE**

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units					
Number of Units				3	
Number of Sq. Ft				1,671	
Sales Price				\$499,000	
Condo / HOA Fee				\$200.00	

AFFORDABLE

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Affordable Units				1	
Number of Units				1	
Number of Sq. Ft				1,671	
Sales Price				\$185,000	
Condo / HOA Fee				\$200.00	

Describe your approach to calculating any additional fees relating to Condominium Association or a Homeowners Association.

Required Attachments Relating to Section 5

5.1 New England Fund Lender Letter of Interest

Please attach a Letter of Interest from a current Federal Home Loan Bank of Boston (FHLBB) member bank regarding financing for the proposed development. The letter of interest must include, at a minimum, the following:

- Identification of proposed borrower, and brief description of the bank's familiarity with the borrower;
- Brief description of the Proposed Project
- Confirmation that the bank is a current FHLBB member bank and that the bank will specifically use NEF funds for the proposed development.

NOTE: Binding Financing Commitments (or evidence of closed loans) will be required at the time you apply for Final Approval from MassHousing.

5.2 Market Sale Comparables (required)

Please provide a listing of market sales being achieved in properties comparable to the proposed project.

5.3 Market Study (if requested) N/A

MassHousing may require a market study for projects located in areas where the need or demand for the type of housing being proposed cannot be clearly demonstrated.



Section 5.1

NEF Letter of Interest



July 2, 2019

Mass Housing
One Beacon St.
Boston, MA 02108

RE: Farm Road Estates, Bolton, MA

Dear Mass Housing Representative:

On behalf of The Lowell Five, I am pleased to inform you that the bank is very interested in providing financing on the proposed 40B project to be located at the above referenced property. We have a long-standing relationship with Mr. Pace and look forward to participating in the development of this project.

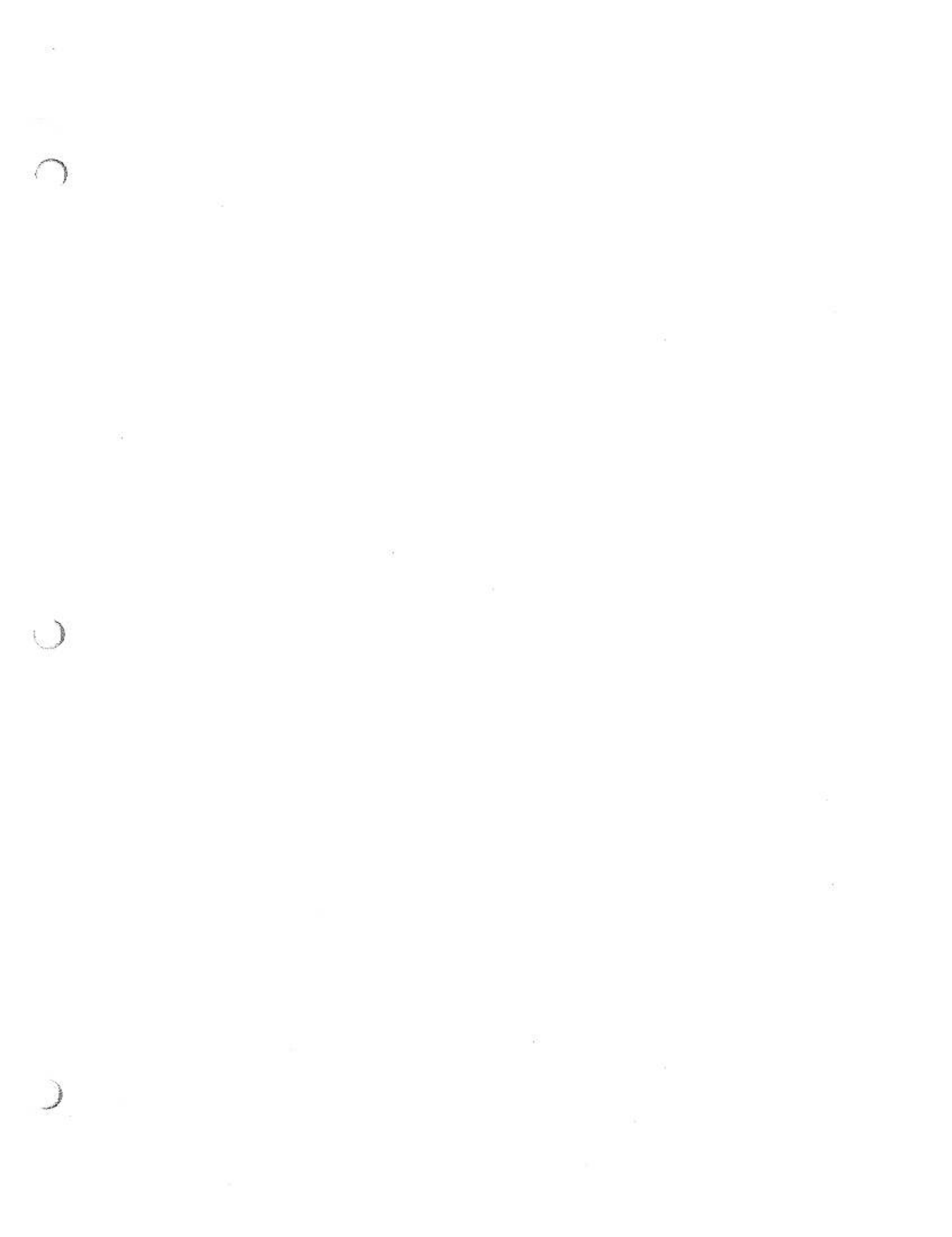
Please note that this letter is for discussion purposes only and does not constitute an approval, commitment or offer to lend. Final approval of the loan is subject to receipt of a completed loan application, credit underwriting, property due-diligence and committee approval.

If I may be of further assistance, please do not hesitate to call me at (978) 441-6499.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas N. Boucher".

Thomas N. Boucher
Senior Vice President



Section 5.2

Market Sales Comparison



MLS # 72275705 - Sold
Single Family - Detached

91 Century Mill Rd
Bolton, MA 01740
Worcester County
Style: Colonial
Color:
Grade School:
Middle School:
High School:
Handicap Access/Features:
Directions: Rt 495 to exit 27 to Rt 117

List Price: \$499,900
Sale Price: \$499,900
Total Rooms: 7
Bedrooms: 3
Bathrooms: 2 1/2
Master Bath: Yes
Fireplaces: 1

Remarks

Welcome Home! This is a great opportunity to own beautiful NEW Construction that features an open concept, exudes quality with casual elegance. This home is situated in a private, serene setting. As you enter into the open floor plan you'll find gleaming hardwood floors, a beautiful bright Kitchen with granite counters, stainless steel appliances. Kitchen is open to a lovely Living Room with a gas fireplace, enjoy while entertaining guests or cozy up on a Winter's night. The second floor offers three bedrooms, you will love the spacious walk in closet in the Master Bedroom and custom tiled shower in the private Master Bath. Great opportunity, don't miss out. Interior photo's are of similar property.

Property Information

Approx. Living Area: 1,728 Sq. Ft.	Approx. Acres: 4.5 (196,020 Sq. Ft.)	Garage Spaces: 1 Attached
Living Area Includes:	Heat Zones: 1 Forced Air, Propane	Parking Spaces: 4 Paved Driveway
Living Area Source: Other	Cool Zones: 1 Central Air	Approx. Street Frontage:
Living Area Disclosures:		
Disclosures:		

Room Levels, Dimensions and Features

Room	Level	Size	Features
Living Room:	1	-	-
Dining Room:	1	-	-
Kitchen:	1	-	-
Master Bedroom:	2	-	-
Bedroom 2:	2	-	-
Bedroom 3:	2	-	-
Bath 1:	1	-	-
Bath 2:	2	-	-
Bath 3:	2	-	-

Features

Appliances: Range, Dishwasher, Microwave
Area Amenities: Shopping, Walk/Jog Trails, Highway Access
Basement: Yes Full
Beach: No
Construction: Frame
Electric: 200 Amps
Energy Features: Insulated Windows
Exterior: Vinyl
Exterior Features: Deck
Flooring: Tile, Wall to Wall Carpet, Hardwood
Foundation Size: 24 x 36
Foundation Description: Poured Concrete
Hot Water: Propane Gas
Insulation: Full
Interior Features: Cable Available
Lot Description: Paved Drive
Road Type: Public
Roof Material: Asphalt/Fiberglass Shingles
Sewer Utilities: Private Sewerage - Title 5: Certificate of Compliance
Utility Connections: for Gas Range, Washer Hookup
Water Utilities: Private Water
Waterfront: No
Water View: No

Other Property Info

Adult Community: No
Disclosure Declaration: No
Exclusions:
Home Own Assn: No
Lead Paint: Unknown
UFFI: Unknown **Warranty Features:**
Year Built: 2017 **Source: Builder**
Year Built Description: Actual, Under Construction
Year Round:
Short Sale w/Lndr. App. Req: No
Lender Owned: No

Tax Information

Pin #:
Assessed: \$0
Tax: \$0 **Tax Year: 00**
Book: 0 **Page: 0**
Cert:
Zoning Code: Res 1
Map: Block: Lot:

Office/Agent Information

Listing Office: RE/MAX On The River, Inc. [REDACTED] (978) 499-8808
Listing Agent: Janis Annese [REDACTED] (617) 590-1039

Compensation

Sub-Agent: Not Offered

Team Member(s):

Sale Office: **Mathieu Newton Sotheby's International Realty** (508) 366-9608

Sale Agent: **Joe Teceno** (508) 733-0377

Listing Agreement Type: **Exclusive Right to Sell**

Entry Only: **No**

Showing: Sub-Agent: **Sub-Agency Relationship Not Offered**

Showing: Buyer-Agent: **Call List Agent**

Showing: Facilitator: **Call List Agent**

Special Showing Instructions: **Call Janis for a showing Appointment 617-590-1039**

Buyer Agent: **2.0**

Facilitator: **1.0**

Compensation Based On: **Net Sale Price**

Market Information

Listing Date: **1/30/2018**

Days on Market: Property has been on the market for a total of **34** day(s)

Expiration Date:

Original Price: **\$499,900**

Off Market Date: **3/4/2018**

Sale Date: **4/13/2018**

Sale Price: **\$499,900**

Offer Date: **2/19/2018**

Days to Offer: **20**

Listing Market Time: MLS# has been on for **34** day(s)

Office Market Time: Office has listed this property for **34** day(s)

Cash Paid for Upgrades:

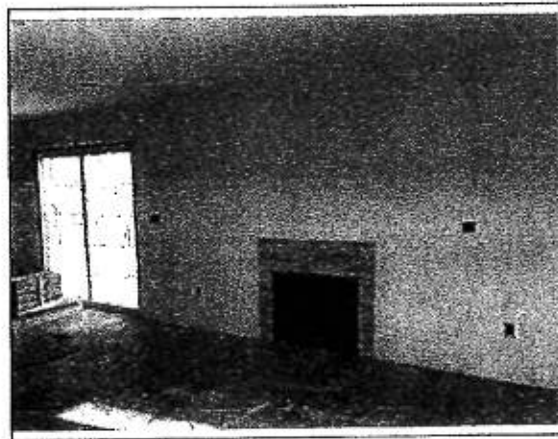
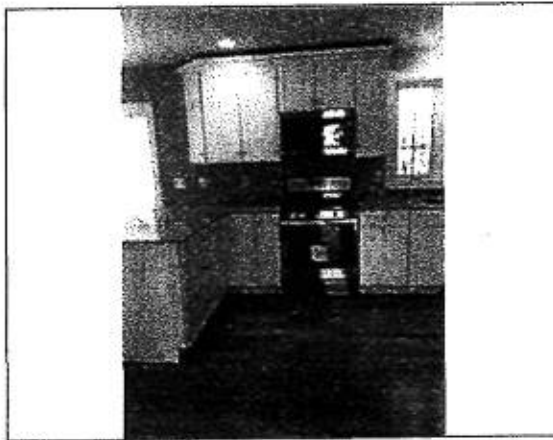
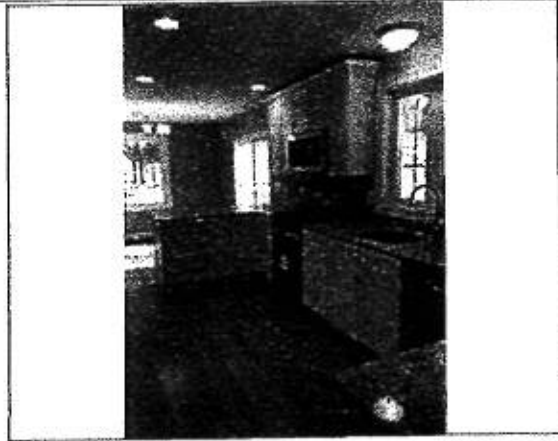
Seller Concessions at Closing:

Financing: **Conv. Fixed**

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MLS # 72275705 - Sold
91 Century Mill Rd, Bolton, MA 01740

Single Family - Detached
Sale Price: \$499,900



The information in this listing was gathered from third party sources including the seller and public records, MLS Property Information Network and its subscribers disclaim any and all representations or warranties as to the accuracy of this information. Content ©2019 MLS Property Information Network, Inc.

Assessment and Sales Report

Location & Ownership Information

Address:	75 Century Mill Rd, Bolton, MA 01740-1401		
Map Ref.:	M:003D B:0000 L:0008	Zoning:	
Owner 1:	Courteney Gallagher		
Owner 2:	James Gallagher		
Owner Address:	75 Century Mill Rd,Bolton, MA 01740-1401		

Property Information

Use:	1-Family Residence	Style:	Colonial
Levels:	2	Lot Size:	7 Acres (304920 sqft.)
Year Built:	2017	Total Area:	0 sqft.
Total Rooms:	8	Total Living Area:	1912 sqft.
Bedrooms:	3	First Floor Area:	956 sqft.
Full Baths:	2	Addl Floor Area:	0 sqft.
Half Baths:	1	Attic Area:	0 sqft.
Roof Type:	Gable	Finished Basement:	0 sqft.
Heat Type:	Forced Air	Basement:	0 sqft.
Fuel Type:	Natural Gas	Basement Type:	Full
Exterior:	Aluminum Vinyl	Attached Garage:	0
Foundation:		Other Garage:	0
Air Conditioned:	Yes	Fireplaces:	1
Condition:	Average		

Assessment Information

Last Sale Date:	3/1/2018	Last Sale Price:	\$525,000
Last Sale Book:	58495	Last Sale Page:	23
Map Ref.:	M:003D B:0000 L:0008	Tax Rate (Res):	20.47
Land Value:	\$190,200	Tax Rate (Comm):	20.47
Building Value:	\$258,600	Tax Rate (Ind):	20.47
Misc Improvements:	\$0	Fiscal Year:	2019
Total Value:	\$448,800	Estimated Tax:	\$9,186.94

Sales History

Recent Sale #1

Sale Price:	\$525,000	Sale Date:	3/1/2018
Buyer Name:	Courteney Gallagher	Seller Name:	1000 Llc
Lender Name:	Franklin Amer Mtg	Mortgage Amount:	\$499,775
Sale Book:	58495	Sale Page:	23

Recent Sale #2

Sale Price:	\$300,000	Sale Date:	8/24/2017
Buyer Name:	1000 Llc	Seller Name:	Paul H Slade
Lender Name:	Pentucket Bank	Mortgage Amount:	\$429,000
Sale Book:	57632	Sale Page:	108

Recent Sale #3

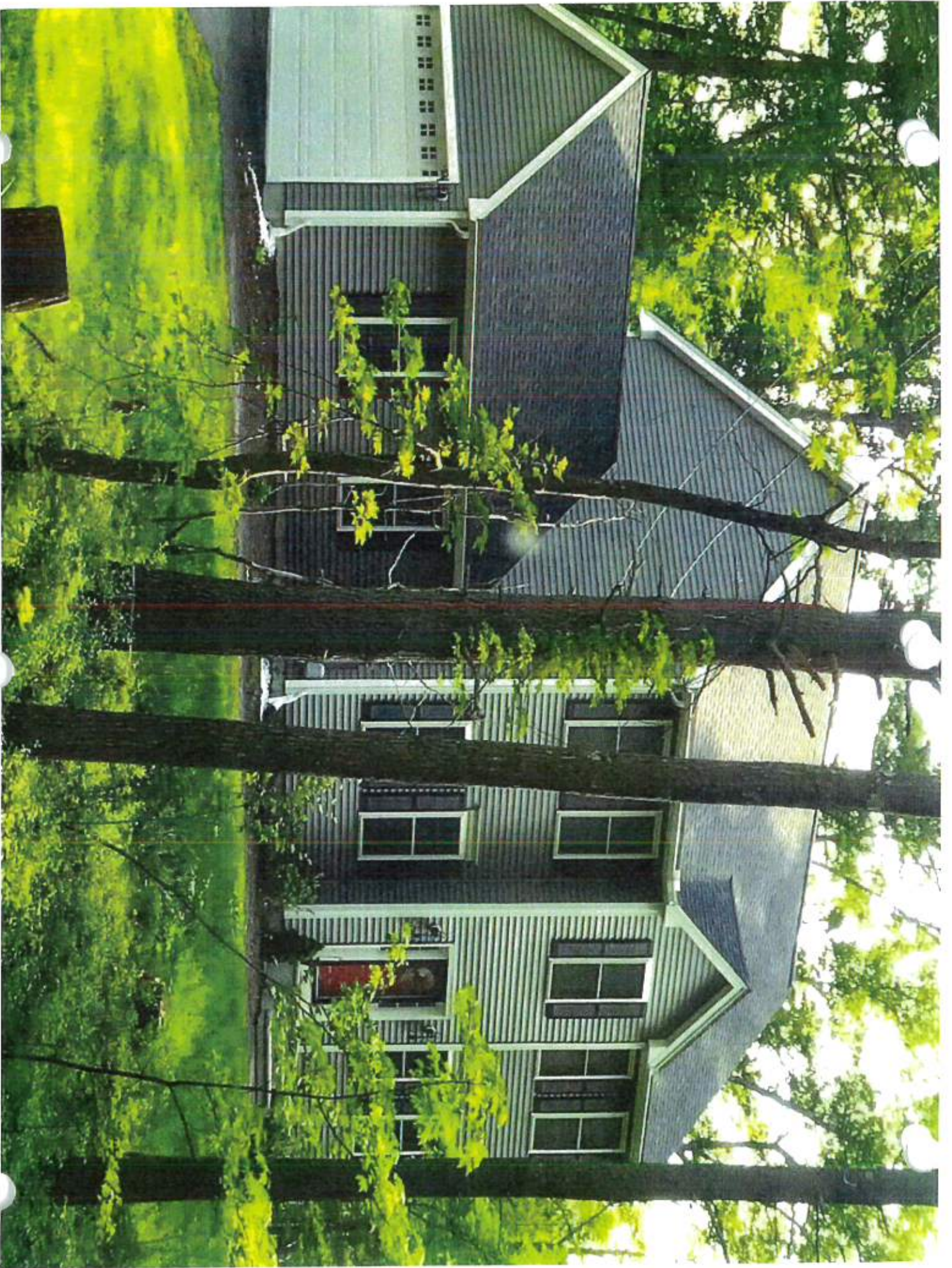
Sale Price:	\$10,000	Sale Date:	1/13/1995
Buyer Name:	Paul H Slade	Seller Name:	Whitcomb Ruth Est
Lender Name:		Mortgage Amount:	\$0
Sale Book:	16823	Sale Page:	400

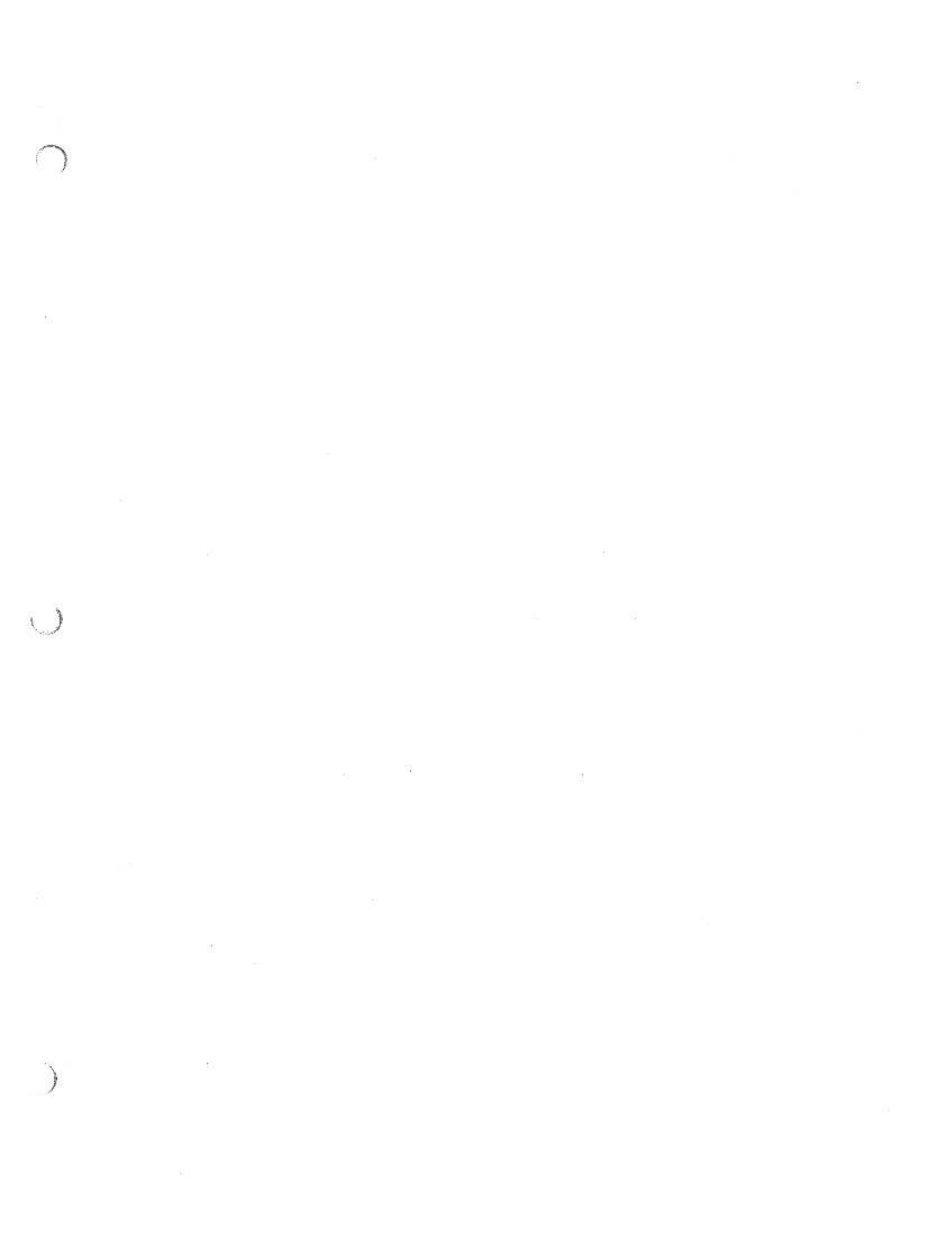
Mortgage History

Recent Mortgage #1

Buyer Name:	1000 Llc	Lender Name:	Pentucket Bank
Mortgage Amount:	\$214,000	Mortgage Date:	8/24/2017
Mortgage Book:	57632	Mortgage Page:	111

The information in the Public Record is set forth verbatim as received by MLS PIN from third parties, without verification or change.
MLS PIN is not responsible for the accuracy or completeness of this information.





Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 6: APPLICANT QUALIFICATIONS, ENTITY INFORMATION, AND CERTIFICATION

In order to issue Site Approval MassHousing must find (as required by 760 CRM 56.04 (4)) that the applicant is either a non-profit public agency or would be eligible to apply as a Limited Dividend Organization and meets the general eligibility standards of the program.

Name of Proposed Project: The Woods at Farm Road

Development Team

Developer/Applicant: The Woods at Farm Road, LLC

Development Consultant (if any): N/A

Attorney: Douglas C. Deschenes, Deschenes & Farrell, P.C.

Architect: America's Best House & Plans

Contractor: Applicant

Lottery Agent: Chelmsford Housing Authority

Management Agent: _____

Other (specify): _____

Other (specify): _____

Role of Applicant in Current Proposal

Development Task	Developer/Applicant	Development Consultant (identify)
Architecture and Engineering		Ducharme & Dillis
Local Permitting		Deschenes & Farrell, P.C.
Financing Package		Lowell Five
Construction Management	X	
Other		

Applicant's Ownership Entity Information

Please identify for each of (i) the Applicant and, if different (ii), the Proposed Development Entity, the following (collectively with the Applicant and the Proposed Development Entity, the "Applicant Entities"): the Managing Entities, Principals, Controlling Entities and Affiliates of each.

Note: For the purposes hereof, "Managing Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) who are managers of limited liability companies, general partners of limited partnerships, managing general partners of limited liability partnerships, directors and officers of corporations, trustees of trusts, and other similar persons and entities which have the power to manage and control the activities of the Applicant and/or Proposed Development Entity.

"Principal or Controlling Entities" shall include all persons and entities (e.g. natural persons, corporations, partnerships, limited liability companies, etc., including beneficiaries of nominee trusts) that shall have the right to:

- (i) approve the terms and conditions of any proposed purchase, sale or mortgage;*
- (ii) approve the appointment of a property manager; and/or*
- (iii) approve managerial decisions other than a decision to liquidate, file for bankruptcy, or incur additional indebtedness.*

Such rights may be exercisable either (i) directly as a result of such person's or entity's role within the Applicant or the Proposed Development Entity or the Managing Entities of either or (ii) indirectly through other entities that are included within the organizational structure of the Applicant and/or Proposed Development Entity and the Managing Entities of either.

In considering an application, MassHousing will presume that there is at least one Principal or Controlling Entity of the Applicant and of the Proposed Development Entity. Any person or persons who have purchased an interest for fair market value in the Applicant and/or Proposed Development Entity solely for investment purposes shall not be deemed a Principal or Controlling Entity.

"Affiliates" shall include all entities that are related to the subject organization by reason of common control, financial interdependence or other means.

1. Applicant

Name of Applicant: The Woods at Farm Road, LLC

Entity Type (limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.):
limited liability company

State in which registered/formed: _____

List all Managing Entities of Applicant (you must list at least one):
See attached Section 6.4

List all Principals and Controlling Entities of Applicant and (unless the Managing Entity is an individual) its Managing Entities (use additional pages as necessary):
See attached Section 6.4

List all Affiliates of Applicant and its Managing Entities (use additional pages as necessary):
See attached Section 6.4

Proposed Development Entity

Name of Proposed Development Entity: The Woods at Farm Road, LLC

Entity Type *(limited liability company, limited partnership, limited liability partnership, corporation, trust, etc.):*
limited liability company

State in which registered/formed: Massachusetts

List all Managing Entities of Proposed Development Entity *(you must list at least one):*

See Attached Section 6.4

List all Principals and Controlling Entities of Proposed Development Entity and *(unless the Managing Entity is an individual)*
its Managing Entities *(use additional pages as necessary):*

See Attached Section 6.4

List all Affiliates of Proposed Development Entity and its Managing Entities *(use additional pages as necessary):*

See Attached Section 6.4

Certification and Acknowledgment (David Spertner)

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ☒

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ☒

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ☒

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ☒

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ___ No ☒

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ☒

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ☒

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ☒

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: DS

Name: David Spertner

Title: Manager

Date: 7-11-19

Certification and Acknowledgment (Robert Pace)

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ☒

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ☒

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ☒

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ☒

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ☒ No ___ *

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ☒

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ☒

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ☒

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

* 1. In Re: Robert Philip Pace Sr. (2014) - Robert Pace was a debtor in Bankruptcy in 2014. Said Bankruptcy has been discharged.

2. In Re: Standel v. Badger Mountain of Milford, LLC (2013) - Managing Partner, Robert Pace, was Manager of Badger Mountain of Milford, LLC regarding a contract dispute for a subdivision. The Court found no improper conduct on behalf of the Defendant.

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: 

Name: Robert P Price

Title: Member

Date: 7/26/15

Required Attachments Relating to Section 6

6.1 Development Team Qualifications

Please attach resumes for principal team members (Applicant, consultant, attorney, architect, general contractor, management agent, lottery agent, etc.) and list of all relevant project experience for 1) the team as a whole and 2) individual team members. Particular attention should be given to demonstrating experience with (i) projects of a similar scale and complexity of site conditions, (ii) permitting an affordable housing development, (iii) design, and (iv) financing. The development team should demonstrate the ability to perform as proposed and to complete the Project in a competent and timely manner, including the ability to pursue and carry out permitting, financing, marketing, design and construction.

(If the Applicant (or, if the Applicant is a single purpose entity, its parent developer entity) has received financing from MassHousing within the past five (5) years for a development of comparable size and complexity to the Proposed Project, no resume or list of project experience need be submitted for the Applicant or, as applicable, its parent developer entity. Information regarding the other team members still will be required.)

6.2 Applicant Entity 40B Experience N/A (See Attached Construction Resume in 6.1)

Please identify every Chapter 40B project in which the Applicant or any Applicant Entity has or had an interest. For each such project, state whether the construction has been completed and whether cost examination has been submitted.

6.3 Applicant's Certification

Please attach any additional sheets and any written explanations for questions answered with "yes" as required for Certification.

6.4 List of Applicant Entities

19

Section 6.1

Development Team Qualifications

DESCHENES & FARRELL, P.C.
Attorneys at Law

515 Groton Road, Suite 204
Westford, MA 01886
(978) 496-1177

Douglas C. Deschenes has been actively involved with the legal aspects of the development, financing, and construction of real estate and affordable housing for the last fifteen years, during that time, Mr. Deschenes has been promoting smart growth and affordable housing for developers, as well as non-profit and government agencies through the use of local zoning, M.G.L. Chapter 40B and other creative methods.

Education: Juris Doctor, Northeastern University School of Law, 1993
 Master of Business Administration, New Hampshire College, 1988
 Bachelor of Science, Biology, University of Maine at Orono, 1983

Affiliation: Former member and Chairman of Westford Conservation Commission
 Former member Master Plan Implementation Committee
 Former member Westford Affordable Housing Committee
 Co-Founder Westford Land Preservation Foundation (non-profit land preservation group)
 Former member Westford Water Commission

Employment: Admitted to the Massachusetts Bar Association in 1993
 Joined Hall & Finnegan, P.C. in September of 1997, practicing in the areas of land use, environmental law, real estate development and conveyancing, business law, wills and trusts
 Named partner of Hall, Finnegan, Ahern & Deschenes, P.C. in January of 2000
 Managing partner of Deschenes & Farrell, P.C.

Melissa E. Robbins has been actively involved with the legal aspects of the development, financing, and construction of real estate and affordable housing for the last nine years. During that time, Ms. Robbins has been promoting smart growth and affordable housing for developers, as well as non-profit and government agencies through the use of local zoning, M.G.L. Chapter 40B and other creative methods.

Education: Juris Doctor, New England School of Law, 2004
 Bachelor Degree, Clark University, 2001

Affiliation: Member Massachusetts Real Estate Bar Association
 Member New England Builders Association

Employment: Admitted to the Massachusetts Bar Association in 2004
 Joined Deschenes & Farrell, P.C. in August 2004, practicing in the areas of land use, environmental law, real estate development and conveyancing, and business law. Named partner of Deschenes & Farrell, P.C. in (month) of (year)

As partners at Deschenes & Farrell, P.C., Mr. Deschenes and Ms. Robbins oversee a team of lawyers and administrators in land use development, representing developers, as well as affordable housing advocates, in towns including Clinton, Concord, Dracut, Dunstable, Groton, Hopedale, Lancaster, Littleton, Pepperell, Townsend, Tyngsboro and Westford.

PROJECTS

Townhouse Style Condominiums:

Tadmuck II

Developers/Permitting Attorneys for a 41 unit condominium located at 124 Main Street in Westford. The total number of bedrooms in the Development is limited to seventy-four. The sale of up to seven (7) of the Affordable Units shall be given to persons or families who are either live or work in Westford. A minimum of 25% of the units will be made affordable to families whose income is at or below 80% of the median household income for the State, as determined by DHCD.

Southgate

Developers/Permitting Attorneys for a condominium complex located at S. Chelmsford Road in Westford. It is to construct forty-two two-bedroom townhouse style homeownership units in fourteen buildings.

Single Family Homes:

Cottages in the Woods

Developers/Permitting Attorneys for a 20 unit development located off Boston Road in Westford. It will include ten three bedroom homes and ten two bedroom homes. A minimum of 25% of the units will be made affordable to families whose income is at or below 80% of the median household income for the State, as determined by DHCD.

Townhouse Style & Single Family:

Graniteville Woods

Developers/Permitting Attorneys for a 168 unit development located at N. Main Street and Cowdry Hill in Westford. It is to develop two bedroom townhouse style units in 42 buildings containing between three and six units, as well as to rehabilitate an existing duplex home located at 77-79 North Main Street which contains two three bedroom units. It is proposed that fifty-two of the units will be sold in accordance with the affordable pricing guidelines.

Stockwood Realty

RENTALS | SALES | DEVELOPMENT

David Spertner
56 Central Ave | Newton, MA 02460
617-549-1200 cell
dspertner@gmail.com



David was first licensed in real estate in 1988 after taking a real estate law class as an elective during his undergraduate studies at Bentley University. He completed his degree in business management and graduated Bentley in 1990. He then began his real estate career working for a boutique real estate office in Brookline, MA where he gained valuable experience in leasing, sales and property management. As a career learner, he eventually got his brokerage license as well as his MA construction supervisors license. This allowed him to grow and diversify in the real estate field. He began to invest in, renovate and develop real property as early as 1992 and continues that today. Representative transactions include renovations of single family homes, condo-conversions of small multi-family houses as well as ongoing investment and brokerage. He has also owned, renovated and sold multiple properties in MA and CT., including individual condos and larger 15 and 48 unit multi-family properties. David has worked individually as well as several successful joint ventures with other builders and investors.

Outside of real estate and family time, David continues his volunteer journey in Nicaragua, constantly tries to learn Spanish and Portuguese as well as trying to learn about other cultures.

www.StockwoodRealty.com

10 Andrew Square
S. Boston, MA 02127

☎ 617-564-1762

56 Central Ave #1
Newton, MA 02460

June 6, 2019

To whom it may concern,

Please find below the following is a synopsis projects that I, Robert Pace, am either developing, building or project managing currently.

Keyes Farm, Bolton, Ma:

Project Manager

Built 1500' road

18 lot single family subdivision currently being built.

Linden Woods, Exeter NH

Owner / Project Manager

Built 700' road

Currently building 8 duplexes, 16 condos.

Whiting Estates, Douglas, Ma

Owner / Project Manager

Commencing building 12 single family houses.

The Woods at Farm Road, Bolton, Ma

Owner / Builder / Developer

Currently developing and building a 40B housing development.

4 single family homes (one affordable)

Riviera Condominiums, Hampton Beach, NH

Owner / Builder / Developer

Currently developing and building 23 beach front condo units

Brookwood Estates, Amherst, NH

Owner / Project Manager

10 single family homes

Closing July 30, 2019

Prior Development Experience of Robert Pace:

1990-1993, Bear Hill Estates, Brookline, NH.
Constructed 1 mile of road and utilities.
Built and sold 35 single family houses.
AG reg #LS-29-1242A

1991-1994, Mallard Point, Merrimack, NH
Constructed 2 miles of road and utilities.
Built and sold 84 single family houses.
AG reg #LS-29-1196A

1993-1995,, Eugene Drive, Winchester, Ma.
Built and sold 17 single family houses.

1994-1996, Weston Estates, Merrimack, NH.
Permitted and constructed 1 mile of road.
Built and sold 28 single family houses.
AG reg #LS-29-1320B

1994-1997, Laurelcree Estates, Brookline, NH
Built and sold 42 single family houses.
AG reg #LS-29-132A

1995-1999, Thurstone Landing, Hudson, NH
Constructed 2 miles of roadway and utilities.
Built and sold 98 single family houses.

1995-2000, Willows at Winchester, Winchester, Ma.
Permitted and constructed roads and utilities.
Built and sold 72 Town houses class 1 construction.

1995-1997, Naticook Road, Merrimack, NH.
Built and sold 15 single family houses.

1996-1998, Ministerial Hill, Londonderry, NH.
Built and sold 23 single family houses.
AG reg #LS-29-1410B

1995-1997, Stable Road, Milford, NH.
Built and sold 27 single family housed

1998-2000, Whittier Place, Merrimack, NH
Constructed $\frac{1}{4}$ mile of road and utilities.
Built and sold 52 single family houses.

1998-2001, Birch Hill Estates, Merrimack, NH
Built and sold 60 single family houses.

1999-2000, Chatsworth Estates, Merrimack, NH.
Construct $\frac{1}{4}$ mile of roadway and utilities.
Built and sold 18 single family houses.

1999-2001, Cabot Preserve, Bedford, NH.
Built and sold 18 single family houses.

1999-2001, Souhegan Woods, Amherst & Merrimack, NH.
Built and sold 52 single family houses.
AG reg #LS-29-1320A

1999-2002, Drew Woods Estates, Derry, NH.
Built and sold 33 single family houses.

2000-2001, Mountain Laurel Estates, Pelham, NH.
Built and sold 22 single family houses.

2000-2003, Summer Hill Estates, Dracut, Ma.
Built and sold 60 single family houses.

2001-2004, Badger Hill Estates, Milford, NH
Built and sold 67 single family houses.
AG reg #LS-29-1415C

2000-2004, Bartlett Common, Amherst, NH.
Built and sold 41 detached condos.

2000-2003, Meadowoods Estates, Merrimack, NH.
Construct 2 miles of road and utilities.
Built and sold 83 single family houses.

2001-2003, Cardinal Ridge, Concord, NH
Constructed 2 miles of roadway and utilities.
Built and sold 48 detached condos.

2003-2005, Majestic Heights Estates, Nashua, NH
Built and sold 70 single family houses.
AG reg #LS-29-1711A

2004, Gates Estates, Hudson, NH
Built road and 4 single family houses.

2005-2008, Sandwood Crossing, Concord, NH
Built 1.75 miles of Road and rebuilt city intersection.
Built and sold 60 houses of 102 single family house lots.
AG reg #LS-29-735A

2003-2007, Bedford Woods Estates, Bedford, NH
Build 4200 feet of road and utilities.
Built and sold 18 single family houses

2004-2007, Rolling Acres Estates, Litchfield, NH
Built 18 of 18 single family houses.
AG reg #200646619

2005-Present, Patch Hill Estates, Milford, NH
Built and sold 31 single family houses and are presently
Building the remaining 16.
AG reg #20045822, 200541679, 20055822

2005-Present, Chickering Meadows Estates.
Built all roadways and completed site work.
Built and sold, 5 Single family houses and 52 of the 72
Fourplex condominiums buildings.
AG reg #200427286

2002-Present, University Heights, Hooksett, NH
Master planned and permitted 400 building units.
Construction on 3.75 miles of infrastructure has commenced.
Phase One roadways, 1,000,000 gallon and state owned connector
road are complete. Building and and sales began on single family
homes in mid 2007.

2007-Present, Parmenter Place, Londonderry, NH
Developed, design, build and lease a 6,000 square foot office.



Section 6.2

Applicant Entity 40B Experience

N/A

(See Construction Resume in 6.1)



Section 6.3

Applicant's Certification

David Spertner

Certification and Acknowledgment

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ☒

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ☒

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ☒

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ☒

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ___ No ☒

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ☒

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ☒

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ☒

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: _____

Name: _____

Title: _____

Date: _____

DS
David Spertner
Manager
7-11-19

Section 6.3

Applicant's Certification

Robert Pace

Certification and Acknowledgment

I hereby certify on behalf of the Applicant, *under pains and penalties of perjury*, that the information provided above for each of the Applicant Entities is, to the best of my knowledge, true and complete; and that each of the following questions has been answered correctly to the best of my knowledge and belief:

(Please attach a written explanation for all of the following questions that are answered with a "Yes". Explanations should be attached to this Section 6.)

Is there pending litigation with respect to any of the Applicant Entities? Yes ___ No ☒

Are there any outstanding liens or judgments against any properties owned by any of the Applicant Entities? Yes ___ No ☒

Have any of the Applicant Entities failed to comply with provisions of Massachusetts law related to taxes, reporting of employees and contractors, or withholding of child support? Yes ___ No ☒

Have any of the Applicant Entities ever been the subject of a felony indictment or conviction? Yes ___ No ☒

During the last 10 years, have any of the Applicant Entities ever been a defendant in a lawsuit involving fraud, gross negligence, misrepresentation, dishonesty, breach of fiduciary responsibility or bankruptcy? Yes ☒ No ___ *

Have any of the Applicant Entities failed to carry out obligations in connection with a Comprehensive Permit issued pursuant to M.G.L. c. 40B and any regulations or guidelines promulgated thereunder (whether or not MassHousing is or was the Subsidizing Agency/Project Administrator) including, but not limited to, completion of a cost examination and return of any excess profits or distributions? Yes ___ No ☒

Have any of the Applicant Entities ever been charged with a violation of state or federal fair housing requirements? Yes ___ No ☒

Are any of the Applicant Entities not current on all existing obligations to the Commonwealth of Massachusetts, and any agency, authority or instrument thereof? Yes ___ No ☒

I further certify that the information set forth in this application (including attachments) is true, accurate and complete as of the date hereof to the best of my/our knowledge, information and belief. I further understand that MassHousing is relying on this information in processing the request for Site Approval in connection with the above-referenced project.

I further certify that we have met with a representative of the 40B Department at MassHousing and understand the requirements for a) completing this application and b) the procedures if and when Site Approval is granted, including the requirement for (i) the use of the standard MassHousing Regulatory Agreement, and (ii) submission to MassHousing, within one hundred eighty (180) days after substantial completion or, if later, within ninety (90) days of the date on which all units are sold, of a cost certification examined in accordance with AICPA attestation standards by an approved certified public accountant.

I hereby acknowledge our commitment and obligation to comply with requirements for cost examination and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and will be more particularly set forth in the MassHousing Regulatory Agreement.

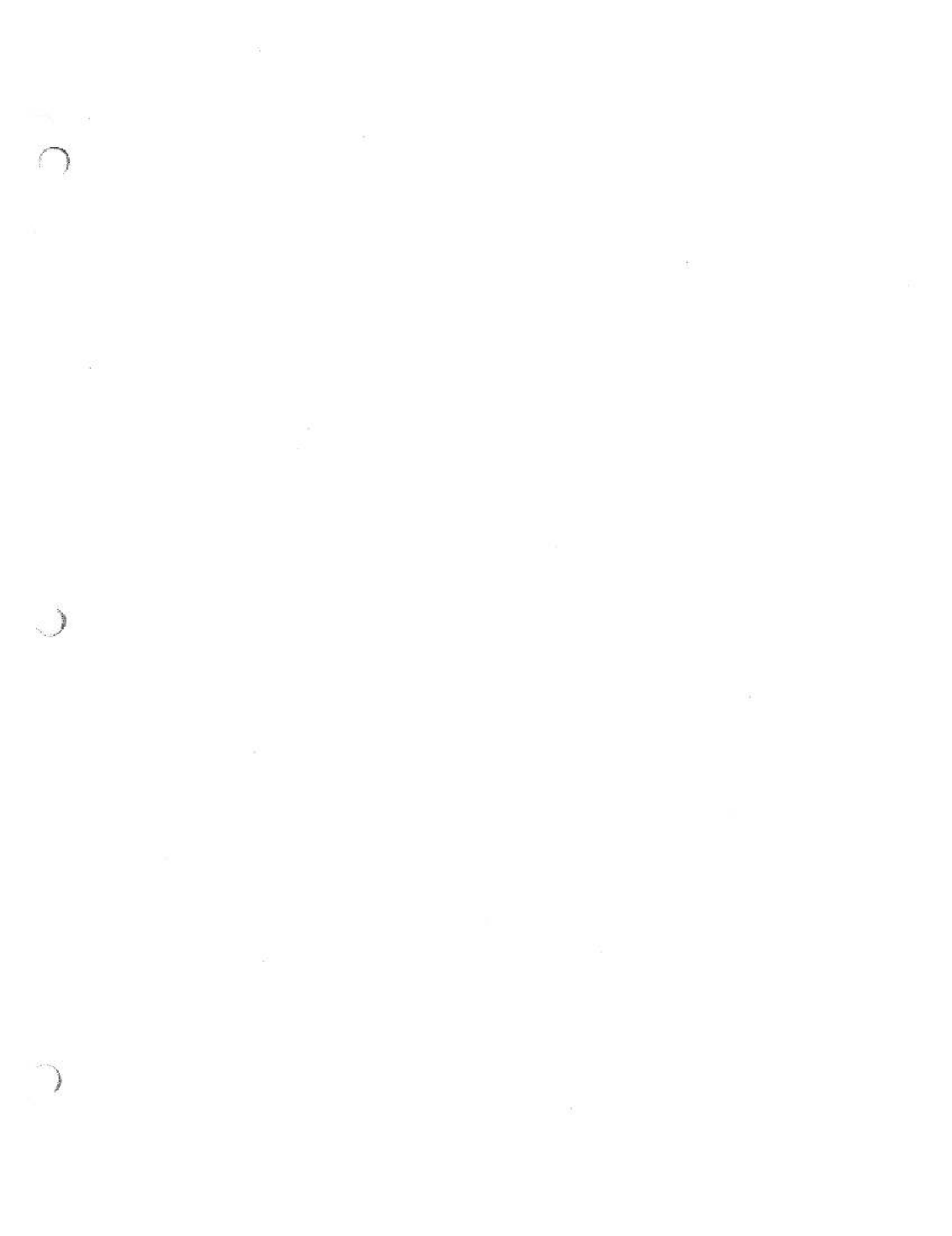
I hereby acknowledge that it will be required to provide financial surety, by means of bond, cash escrow and a surety escrow agreement or letter of credit with the agreement that it may be called upon or used in the event that the Developer fails either to (i) complete and submit the Cost Examination as required by 760 CMR 56.04(8) and the MassHousing Regulatory Agreement, or (ii) pay over to the Municipality any funds in excess of the limitations on profits and distributions as required by 760 CMR 56.04(8) and as set forth in the MassHousing Regulatory Agreement.

Signature: _____

Name: _____

Title: _____

Date: _____



Section 6.4

List of Applicant Entities

DESCHENES & FARRELL, P.C.

Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Lorah Farrell
*Melissa E. Robbins**

**Admitted in MA and NH*

July 24, 2019

Michael Busby
Comprehensive Permit Program
Massachusetts Housing Finance Agency
1 Beacon Street, 28th Floor
Boston, MA 02108

Dear Michael:

This office represents The Woods at Farm Road, LLC (the "Applicant Entity") regarding its application for a Comprehensive Permit Site Approval Application pursuant to M.G.L. c. 40B. MassHousing has requested, as part of its application process, that the Applicant Entity provide a list of all "Affiliates of Applicant and its Managing Entities." MassHousing has suggested to us that this list should include any and all entities in which David Spertner and Robert Pace, Managers of the Applicant Entity, is involved in as a shareholder, officer, director, manager and/or member.

As a preliminary matter, we do not agree that the application request should be interpreted so broadly. Each entity included within Exhibit A attached hereto is a separate and distinct entity that is neither controlled by the Applicant Entity, nor is the Applicant Entity controlled by any of the listed entities. Furthermore, none of the entities listed are a "subsidiary, parent or sibling corporation" of the Applicant Entity. See Black's Law Dictionary 67 (9th ed. 2009). It is well established in Massachusetts that

A corporation is an ideal body, subsisting only in contemplation of law, which may be composed of members constantly changing, which **is deemed, for useful purposes, to have an existence independently of that of the members of which it is composed**, to be capable of perpetual succession, and of acquiring, holding and conveying property. (Emphasis added).

Pratt v. Bacon, 27 Mass. 123 (1830). This notion has been expanded over the years such that "the corporation is treated as a person separate and apart from its stockholders, officers and directors and second, the acts of the corporation are not attributed to the officers, directors employees and/or stockholders." 13 Mass. Practice, *Business Corporations* § 28:1 (2014). Furthermore, Massachusetts General Laws c. 156D Section 6.22(b) states that "[u]nless

otherwise provided in the articles of organization, a shareholder of a corporation shall not be personally liable for the acts or debts of the corporation except that he may become personally liable by reason of his own acts or conduct." Because each corporate entity is intended to be treated as a separate person, distinct from its shareholders, officers, directors and employees and further because shareholders, officers, directors and employees cannot, except in special circumstances, be held liable for acts or debts of a corporation, the fact that David Spertner and Robert Pace are shareholders, officers, directors, members and/or managers of numerous corporate entities does not mean that these entities are in anyway relevant to the Applicant's application for a Comprehensive Permit at Berlin Road and Farm Road, Bolton, MA. Similarly, the actions of the listed entities may not be attributed to the Applicant Entity simply because they may share a similar officer/manager. Accordingly, while we provide the attached list per the request of MassHousing, we would at the same time suggest that the list provided should not have any relevance to the Applicant Entity's application pending before MassHousing. Thank you in advance for your time and consideration.

Sincerely,
Deschenes & Farrell, PC



Douglas C. Deschenes

DCD/tmg

Attachment

Tricia/Affordable Housing/Spertner, David



Corporations Division

Business Entity Summary

ID Number: 001360652

[Request certificate](#)[New search](#)

Summary for: THE WOODS AT FARM ROAD LLC

The exact name of the Domestic Limited Liability Company (LLC): THE WOODS AT FARM ROAD LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001360652

Date of Organization in Massachusetts:
12-26-2018

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 56 CENTRAL AVE #1

City or town, State, Zip code, NEWTON, MA 02460 USA
Country:

The name and address of the Resident Agent:

Name: DAVID SPERTNER

Address: 56 CENTRAL AVE #1

City or town, State, Zip code, NEWTON, MA 02460 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	DAVID SPERTNER	56 CENTRAL AVE #1 NEWTON, MA 02460 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	ROBERT PACE	130 PARKER STREET LAWRENCE, MA 01843 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
-------	-----------------	---------

REAL PROPERTY	DAVID SPERTNER	56 CENTRAL AVE #1 NEWTON, MA 02460 USA	
<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
View filings for this business entity:			
<div><div>ALL FILINGS</div><div>Annual Report</div><div>Annual Report - Professional</div><div>Articles of Entity Conversion</div><div>Certificate of Amendment</div><div>Certificate of Cancellation</div></div>			
View filings			
Comments or notes associated with this business entity:			
<div></div>			

[New search](#)

David Spertner Entities



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity results

Number of records: 25

[Print results](#)

<u>Name</u>	<u>Position</u>	<u>Individual's Address</u>	<u>Entity Name</u>	<u>ID No.</u>	<u>Old ID No.</u>
SPERTNER , DAVID	MANAGER		14 BLACKSMITH DRIVE LLC	001229381	
SPERTNER , DAVID	REAL PROPERTY		14 BLACKSMITH DRIVE LLC	001229381	
SPERTNER , DAVID	MANAGER		2ND AND 1 VENTURES LLC	001285476	
SPERTNER , DAVID	REAL PROPERTY		2ND AND 1 VENTURES LLC	001285476	
SPERTNER , DAVID	MANAGER		3 WOODSTOCK AVENUE, LLC	000818195	
SPERTNER , DAVID	REAL PROPERTY		3 WOODSTOCK AVENUE, LLC	000818195	
SPERTNER , DAVID	MANAGER		689-697 BELMONT STREET LLC	203697202	
SPERTNER , DAVID	REAL PROPERTY		689-697 BELMONT STREET LLC	203697202	
SPERTNER , DAVID	SOC SIGNATORY		COLUMBINE ROAD REALTY LLC	001191873	
SPERTNER , DAVID	REAL PROPERTY		COLUMBINE ROAD REALTY LLC	001191873	
SPERTNER , DAVID	REAL PROPERTY		LINCOLN MASTER BUILD 1 LLC	001282362	
SPERTNER , DAVID	MANAGER		LINCOLN MASTER BUILD 1 LLC	001282362	
SPERTNER , DAVID	MANAGER		NQOW LLC	001344895	
SPERTNER , DAVID	SOC SIGNATORY		NQOW LLC	001344895	
SPERTNER , DAVID	REAL PROPERTY		NQOW LLC	001344895	
SPERTNER , DAVID	REAL PROPERTY		ORCHARD STREET REALTY LLC	001136925	

SPERTNER , DAVID	MANAGER	STOCKWOOD REALTY LLC	001279788
SPERTNER , DAVID	SOC SIGNATORY	STOCKWOOD REALTY LLC	001279788
SPERTNER , DAVID	REAL PROPERTY	STOCKWOOD REALTY LLC	001279788
SPERTNER , DAVID	MANAGER	THE RESIDENCES AT CHOATE TRAIL, LLC	001306887
SPERTNER , DAVID	REAL PROPERTY	THE RESIDENCES AT CHOATE TRAIL, LLC	001306887
SPERTNER , DAVID	MANAGER	THE WOODS AT FARM ROAD LLC	001360652
SPERTNER , DAVID	REAL PROPERTY	THE WOODS AT FARM ROAD LLC	001360652
SPERTNER , DAVID	MANAGER	VANTAGE PROPERTIES LLC	001240715
SPERTNER , DAVID	REAL PROPERTY	VANTAGE PROPERTIES LLC	001240715

[New Search](#)

Robert Pace Entities



Corporations Division

Business Entity results

* Indicates Business/Entity no longer exists or not entity of Robert Pace.

Number of records: 25

[Print results](#)

Name	Position	Individual's Address	Entity Name	ID No.	Old ID No.	
PACE, ROBERT	TREASURER	53 STATE ST., BOSTON, MA 02109 USA 53 STATE ST., BOSTON, MA 02109 USA	THE BOSTON PRIVATE INDUSTRY COUNCIL, INC.	042676661	000078658	*
PACE, ROBERT	MANAGER		LINCOLN MASTER BUILD 1 LLC	001282362		
PACE, ROBERT	MANAGER		NQOW LLC	001344895		
PACE, ROBERT	SOC SIGNATORY		THE RESIDENCES AT CHOATE TRAIL, LLC	001306887		
PACE, ROBERT	SOC SIGNATORY		THE WOODS AT FARM ROAD LLC	001360652		
PACE, ROBERT	MANAGER		TRIPLE B LLC	001190496		
PACE, ROBERT	REAL PROPERTY		TRIPLE B LLC	001190496		
PACE, ROBERT A	TREASURER	625 MADISON AVENUE NEW YORK, NY 10022 USA	LIBERTY GP III INC.	000937206		*
PACE, ROBERT A	DIRECTOR	625 MADISON AVENUE NEW YORK, NY 10022 USA	LIBERTY GP III INC.	000937206		*
PACE, ROBERT A	DIRECTOR	625 MADISON AVENUE NEW YORK, NY 10022 USA	RELATED CREDIT PROPERTIES III INC.	000937275		*
PACE, ROBERT A	TREASURER	625 MADISON AVENUE NEW YORK, NY 10022 USA	RELATED CREDIT PROPERTIES III INC.	000937275		*

PACE, ROBERT E.	PRESIDENT	19 NOTTINGHAM DR., JEFFERSON, MA USA 19 NOTTINGHAM DR., JEFFERSON, MA USA	LAN-TEL, INC.	042834331 000111412	*
PACE, ROBERT J	DIRECTOR	2884 SAND HILL ROAD MENLO PARK, CA 94025 USA	ROBERT HALF INTERNATIONAL INC.	941648752 000358284	*
PACE, ROBERT P.	TREASURER	20 TRAFALGAR SQ., NASHUA, NH 03063 USA 20 TRAFALGAR SQ., NASHUA, NH 03063 USA	MORNINGSIDE DEVELOPMENT, INC.	020483365 000581811	
PACE, ROBERT P.	PRESIDENT	20 TRAFALGAR SQ., NASHUA, NH 03063 USA 20 TRAFALGAR SQ., NASHUA, NH 03063 USA	MORNINGSIDE DEVELOPMENT, INC.	020483365 000581811	
PACE, ROBERT P.	TREASURER	20 TRAFALGAR SQ., STE 109, NASHUA, N.H, 03063 20 TRAFALGAR SQ., STE 109, NASHUA, N.H, 03063	PRIVATE LENDING AND PURCHASING, INC.	020455710 000558282	
PACE, ROBERT P.	PRESIDENT	20 TRAFALGAR SQ., STE 109, NASHUA, N.H, 03063 20 TRAFALGAR SQ., STE 109, NASHUA, N.H, 03063	PRIVATE LENDING AND PURCHASING, INC.	020455710 000558282	
PACE, ROBERT P.	PRESIDENT	66 GILCREAST RD., LONDONDERRY, NH 03053 USA 66 GILCREAST RD., LONDONDERRY, NH 03053 USA	WINCHESTER- CONANT PROPERTIES, INC.	020473647 000000000	
PACE, ROBERT P.	TREASURER	66 GILCREAST RD.,		020473647 000000000	

* Indicates Business/Entity no longer exists
or not entity of Robert Pace.

		LONDONDERRY, NH 03053 USA 66 GILCREAST RD., LONDONDERRY, NH 03053 USA	WINCHESTER- CONANT PROPERTIES, INC.	
PACE , ROBERT P.	SOC SIGNATORY		STARTER SALES ASSOCIATES, L.L.C.	020486576
PACE , ROBERT P.	REAL PROPERTY		ONE LINE REALTY DEVELOPMENT, LLC	020463088
PACE , ROBERT P.	REAL PROPERTY		STARTER BUILDING & DEVELOPMENT, LLC	020470625
PACE , ROBERT P.	MANAGER		STARTER BUILDING & DEVELOPMENT, LLC	020470625
PACE , ROBERT P.	REAL PROPERTY		STARTER SALES ASSOCIATES, L.L.C.	020486576
PACECA, ROBERT A.	PRESIDENT	156 CLIFFTON AVE., BROCKTON, MA USA 156 CLIFFTON AVE., BROCKTON, MA USA	DOVER BEER & WINE CO, INC.	042511833

*

[New Search](#)

* Indicates Business/Entity no longer exists or not entity of Robert Pace,.

* Indicates crossed off entities are not entities of Robert Pace.

Search Business Names

[← Back to Home \(/online/BusinessInquire\)](#)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
3A DEVELOPMENT COMPANY, LLC (/online/BusinessInquire/BusinessInformation? 361616 businessID=100767)				Domestic Limited Liability Company	66 GILCREAST ROAD, LONDONDERRY, NH, 03053, USA	Pace, Robert P	Admin Dissolution
* Desired Temperature, Inc. (/online/BusinessInquire/BusinessInformation? 734804 businessID=561331)		Desired Temperature, Inc		Foreign Profit Corporation	1855 Bridge Street, Dracut, MA, 01826, USA	Pace, Robert	Good Standing
PATCH HILL BUILDERS, LLC (/online/BusinessInquire/BusinessInformation? 472081 businessID=139741)				Domestic Limited Liability Company	66 GILCREAST RD, LONDONDERRY, NH, 03053, USA	Pace, Robert P	Admin Dissolution
PRIVATE LENDING AND PURCHASING, INC. (/online/BusinessInquire/BusinessInformation? 175042 businessID=53769)				Domestic Profit Corporation	PO BOX 6175, NASHUA, NH, 03063, USA	Pace, Robert P	Admin Dissolution
* Regional Portfolio, LLC (/online/BusinessInquire/BusinessInformation? 746388 businessID=572896)				Domestic Limited Liability Company	9 Scenic Lane, Hudson, NH, 03051, USA	Pace, Robert	Administratively Dissolved
* ROBERT P PACE HOMES, LLC (/online/BusinessInquire/BusinessInformation? 480989 businessID=145650)				Domestic Limited Liability Company	7 GATES LN, HUDSON, NH, 03051, USA	Pace, Robert P, Jr	Admin Dissolution
* RP'S LANDSCAPING & SNOWPLOWING INC. (/online/BusinessInquire/BusinessInformation? 330474 businessID=81296)				Domestic Profit Corporation	7 GATES LANE, HUDSON, NH, 03031, USA	Pace, Robert P, Jr	Admin Dissolution
Torino Development, LLC (/online/BusinessInquire/BusinessInformation? 552347 businessID=372884)				Domestic Limited Liability Company	66 Gilcreast Rd, Londonderry, NH, 03053, USA	Pace, Robert P	Admin Dissolution
TURNKEY BUILDERS, LLC (/online/BusinessInquire/BusinessInformation? 741613 businessID=568108)				Domestic Limited Liability Company	7 Gates St, Hudson, NH, 03051, USA	Pace, Robert, Sr.	Not In Good Standing

Page 1 of 1, records 1 to 9 of 9

[Back](#)

* Indicates crossed off entities are not entities of Robert Pace.

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
B&N Designs, LLC (/online/BusinessInquire/BusinessInformation? 536911 businessID=346376)				Domestic Limited Liability Company	PO Box 1030, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution
* Fastrack U, Incorporated (/online/BusinessInquire/BusinessInformation? 567045 businessID=376436)				Domestic Profit Corporation	380 Lafayette Road U11- 304, Seabrook, NH, 03874, USA	Pace, Nicole	Admin Dissolution
Grapevine Builders, LLC (/online/BusinessInquire/BusinessInformation? 484433 businessID=146762)		GRAPEVINE INVESTMENTS, LLC		Domestic Limited Liability Company	PO Box 1030, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution
JBCG Properties, LLC (/online/BusinessInquire/BusinessInformation? 645751 businessID=469311)				Domestic Limited Liability Company	PO Box 1030, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution
Marathon Carpentry, LLC (/online/BusinessInquire/BusinessInformation? 630489 businessID=452837)				Domestic Limited Liability Company	7 Westview Drive, Litchfield, NH, 03052, USA	Pace, Nicole	Dissolved
* Monogram Building & Development, LLC (/online/BusinessInquire/BusinessInformation? 649602 businessID=479578)				Domestic Limited Liability Company	PO Box 1030, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution
* Monogram Investments, LLC (/online/BusinessInquire/BusinessInformation? 685326 businessID=502477)				Domestic Limited Liability Company	PO Box 1030, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution
* Monogram Real Estate, LLC (/online/BusinessInquire/BusinessInformation? 579369 businessID=388882)				Domestic Limited Liability Company	2 Westview Drive, Litchfield, NH, 03052, USA	Pace, Nicole	Not In Good Standing
* Nic Realty of Massachusetts (/online/BusinessInquire/BusinessInformation? 643317 businessID=477807)		Nic Realty, LLC		Foreign Limited Liability Company	7 Westview Drive, Litchfield, NH, 03052, USA	Pace, Nicole	Admin. Suspension
* S & P Asset Management Services, LLC (/online/BusinessInquire/BusinessInformation? 610192 businessID=425008)				Domestic Limited Liability Company	66 Gilcreast Road, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
3A DEVELOPMENT COMPANY, LLC (/online/BusinessInquire/BusinessInformation? 361616 businessID=100767)				Domestic Limited Liability Company	66 GILCREAST ROAD, LONDONDERRY, NH, 03053, USA	Pace, Robert P	Admin Dissolution
* 69 WOODBRIDGE, LLC (/online/BusinessInquire/BusinessInformation? 488253 businessID=144101)				Domestic Limited Liability Company	14 Niblick Lane, Greenland, NH, 03840, USA	Page, Grant E	Administratively Dissolved
* ADVANCED WILDLIFE CONTROL, LLC (/online/BusinessInquire/BusinessInformation? 396054 businessID=15228)				Domestic Limited Liability Company	41 PRIEST RD, NOTTINGHAM, NH, 03290, USA	Page, Marilyn C	Dissolved
* American Cowboy Supply, LLC (/online/BusinessInquire/BusinessInformation? 585378 businessID=399857)				Domestic Limited Liability Company	6 N. Main St., Concord, NH, 03301, USA	Page, Patrick	Admin Dissolution
* ALL THINGS BRIGHT AND BEAUTIFUL, INC. (/online/BusinessInquire/BusinessInformation? 35500 businessID=189595)				Domestic Profit Corporation	138 RT 101-A PO BOX 897, AMHERST, NH, 03031, USA	Page, W. Everett	Admin Dissolution
* ALEXANDER J. WAYNE & ASSOCIATES, INC. (/online/BusinessInquire/BusinessInformation? 452357 businessID=9265)		ALEXANDER J. WAYNE & ASSOCIATES, INC.		Foreign Profit Corporation	2551 N. CLARK ST. # 601, CHICAGO, IL, 60614, USA	Pageau, Joan M.	Admin. Suspension
* 7ContinentsCollaboration, LLC (/online/BusinessInquire/BusinessInformation? 663897 businessID=496294)				Domestic Limited Liability Company	PO Box 990052, Boston, MA, 02108, USA	Paige, Brooke A	Dissolved
* 2HANDZ, LLC (/online/BusinessInquire/BusinessInformation? 759112 businessID=584157)				Domestic Limited Liability Company	497 Hooksett Road Unit 414, Manchester, NH, 03104, USA	Pais Michael	Good Standing
* Affiliated Resource Solutions, Inc. (/online/BusinessInquire/BusinessInformation? 711918 businessID=533563)				Domestic Profit Corporation	15 Nottingham Street, Hudson, NH, 03051, USA	Pascoe, Jamie E	Good Standing
* AMERICAN CONTRACT SERVICES, INC. (/online/BusinessInquire/BusinessInformation? 272677 businessID=62353)		AMERICAN CONTRACT SERVICES, INC.		Foreign Profit Corporation	2000 COMMONWEALTH AVE, NEWTON, MA, 02466, USA	PC CONNECTION, INC.	Admin. Suspension
* 185 Elmwood Avenue Incorporated (/online/BusinessInquire/BusinessInformation? 642442 businessID=465569)				Domestic Profit Corporation	185A Elmwood Ave, Manchester, NH, 03103, USA	Peace, Mellissa S	Admin Dissolution
* 1ST ASSET SERVICES, INC. (/online/BusinessInquire/BusinessInformation? 357340 businessID=335438)				Domestic Profit Corporation	827 CENTRAL AVE #223, DOVER, NH, 03820, USA	Pease, Douglas	Dissolved
* Anthony Roberts Salon LLC (/online/BusinessInquire/BusinessInformation? 584337 businessID=395774)				Domestic Limited Liability Company	633 Maple St, Contoocook, NH, 03229, USA	Pecce, Laurie	Admin Dissolution
* AFTER THE BELL CONSULTING, LLC (/online/BusinessInquire/BusinessInformation? 739849 businessID=566339)				Domestic Limited Liability Company	59 Merill St, Plymouth, NH, 03264, USA	Peck, Theresa	Administratively Dissolved

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
* E & T GARAGE, INC. (/online/BusinessInquire/BusinessInformation? 82011 businessID=221866)				Domestic Profit Corporation	NONE	Pace, Anthony S., Jr.	Dissolved
* EETI (/online/BusinessInquire/BusinessInformation? 664137 businessID=481446)		Economic Enviro Techs, Inc.		Foreign Profit Corporation	38 Intervale Rd, Fitchburg, MA, 01420, USA	Pace, Jeff	Good Standing
* Desired Temperature, Inc. (/online/BusinessInquire/BusinessInformation? 734804 businessID=561331)		Desired Temperature, Inc		Foreign Profit Corporation	1855 Bridge Street, Dracut, MA, 01826, USA	Pace, Robert	Good Standing
* DAVID PACK TRUCKING LLC (/online/BusinessInquire/BusinessInformation? 465374 businessID=143328)				Domestic Limited Liability Company	60 Chase Road, Londonderry, NH, 03053, USA	Pack, David	Admin Dissolution
* Egap Internet Marketing, LLC (/online/BusinessInquire/BusinessInformation? 703283 businessID=538201)				Domestic Limited Liability Company	151 Faith Ln, Manchester, NH, 03103, USA	Page, Joanne	Good Standing
* DIRECTIONAL DRILLING OF NEW ENGLAND LLC (/online/BusinessInquire/BusinessInformation? 389948 businessID=131422)				Domestic Limited Liability Company	RTE 4 P.O. BOX 405, NORTHWOOD, NH, 03261, USA	Page, Michael F, Jr	Dissolved
* David Paige Construction, LLC (/online/BusinessInquire/BusinessInformation? 705050 businessID=532504)		David Paige Construction, LLC		Foreign Limited Liability Company	4 Lonvale Lane #88, Amesbury, MA, 01913, USA	Paige, Peter A.	Administratively Suspended
* Eastern Medical Devices LLC (/online/BusinessInquire/BusinessInformation? 661961 businessID=487638)				Domestic Limited Liability Company	25 Deertrees Ln, Newfields, NH, 03856, USA	Pasay, Stanley K	Good Standing
* ECONOMIC SYSTEMS EDUCATIONAL THEORIES, INC. (/online/BusinessInquire/BusinessInformation? 78286 businessID=220342)				Domestic Profit Corporation	53 DERRYFIELD CT PO BOX 3745, MANCHESTER, NH, 03105, USA	Peake, Milda M	Dissolved
* Dynamic Learning Solutions, LLC (/online/BusinessInquire/BusinessInformation? 575484 businessID=385584)				Domestic Limited Liability Company	61 Locust Street, Suite 331, Dover, NH, 03820, USA	Pease, Cathy T	Good Standing
* DSPRC, LLC (/online/BusinessInquire/BusinessInformation? 731219 businessID=556719)				Domestic Limited Liability Company	12 Kipling St, Nashua, NH, 03062, USA	Pease, Daniel S	Good Standing
* DIRECT IMPORTERS, LTD. (/online/BusinessInquire/BusinessInformation? 296094 businessID=331821)				Domestic Profit Corporation	7 COLBY CT UNIT 4-111, BEDFORD, NH, 03110, USA	Pease, Richard	Dissolved

* Indicates crossed off entities are not entities of Robert Pace.

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
PATCH HILL BUILDERS, LLC (/online/BusinessInquire/BusinessInformation? 472081 businessID=139741)				Domestic Limited Liability Company	66 GILCREAST RD, LONDONDERRY, NH, 03053, USA	Pace, Robert P	Admin Dissolution
* Pathfinder Counseling Center, PLLC (/online/BusinessInquire/BusinessInformation? 668055 businessID=490955)				Domestic Professional Limited Liability Company	160 Dover Rd Ste 5, Chichester, NH, 03258, USA	Page, Kayla	Admin Dissolution
* PHOENIX RESTAURANT MANAGEMENT COMPANY LLC (/online/BusinessInquire/BusinessInformation? 140453 businessID=35689)			PHOENIX RESTAURANT MANAGEMENT CORPORATION	Domestic Limited Liability Company	75 Arms Street, Manchester, NH, 03101, USA	Paige, Jeffrey	Good Standing
* PANORAMA RED CEDAR HOMES, INC. (/online/BusinessInquire/BusinessInformation? 18030 businessID=163359)				Domestic Profit Corporation	RFD 1 BOX 147, JEFFERSON, NH, 03583, USA	Pake, Barbara	Dissolved
* Pasay Properties LLC (/online/BusinessInquire/BusinessInformation? 653913 businessID=482685)				Domestic Limited Liability Company	25 Deertrees Ln, Newfields, NH, 03856, USA	Pasay, Stanley K	Good Standing
* PASAY PROPERTIES, LLC (/online/BusinessInquire/BusinessInformation? 419611 businessID=135175)				Domestic Limited Liability Company	25 Deertrees Ln, Newfields, NH, 03856, USA	Pasay, Stanley K	Admin Dissolution
* Pasay's Properties LLC (/online/BusinessInquire/BusinessInformation? 602815 businessID=430590)				Domestic Limited Liability Company	Attn: Stan Pasay 25 Deertrees Lane, Newfields, NH, 03856, USA	Pasay, Stanley K	Admin Dissolution
* Pax Instruments LLC (/online/BusinessInquire/BusinessInformation? 714592 businessID=533575)				Domestic Limited Liability Company	1200 Elm Street 716, Manchester, NH, 03101, USA	Pax, Charles E	Administratively Dissolved
* Peake Communication Corp. (/online/BusinessInquire/BusinessInformation? 610159 businessID=419205)				Domestic Profit Corporation	5 Grove Ct, Exeter, NH, 03833, USA	Peake, Christopher RR	Dissolved
* Peake Communication LLC (/online/BusinessInquire/BusinessInformation? 615080 businessID=425135)				Domestic Limited Liability Company	5 Grove Ct, Exeter, NH, 03833, USA	Peake, Christopher RR	Admin Dissolution
* PD Associates, LLC Real Estate Consultants (/online/BusinessInquire/BusinessInformation? 200048 businessID=60015)				Domestic Limited Liability Company	68 River Bend Way, Manchester, NH, 03103, USA	Pease, Denise M	Good Standing
* PEASE/VAJLAS REALTY HOLDINGS, LLC (/online/BusinessInquire/BusinessInformation? 439695 businessID=134103)				Domestic Limited Liability Company	5 DARTMOUTH DR STE 301, AUBURN, NH, 03032, USA	Pease, Elmer A, II	Dissolved
* PEANET INTERNET NETWORKS, INC. (/online/BusinessInquire/BusinessInformation? 492501 businessID=160955)				Domestic Profit Corporation	1 COBBLER LN, AMHERST, NH, 03031, USA	Pease, Matthew J	Admin Dissolution

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
* Regional Portfolio, LLC (/online/BusinessInquire/BusinessInformation? 746388 businessID=572896)				Domestic Limited Liability Company	9 Scenic Lane, Hudson, NH, 03051, USA	Pace, Robert	Administratively Dissolved
PRIVATE LENDING AND PURCHASING, INC. (/online/BusinessInquire/BusinessInformation? 175042 businessID=53769)				Domestic Profit Corporation	PO BOX 6175, NASHUA, NH, 03063, USA	Pace, Robert P	Admin Dissolution
* RCP Electric, LLC (/online/BusinessInquire/BusinessInformation? 620740 businessID=432738)				Domestic Limited Liability Company	10 Phinney Lane, Exeter, NH, 03833, USA	Pacy, Robert Crimens, III	Good Standing
* PRESTIGE REALTORS INC. (/online/BusinessInquire/BusinessInformation? 209861 businessID=315219)		PRESTIGE REALTORS INC.		Foreign Profit Corporation	1 BRIDGEVIEW CIR, TYNGSBORO, MA, 01879, USA	Page, Dennis M.	Admin. Suspension
* Pulmonary Solutions, Inc. (/online/BusinessInquire/BusinessInformation? 535939 businessID=360018)		PULMONARY SOLUTIONS, INC.		Foreign Profit Corporation	4 ALUMNI DRIVE, EXETER, NH, 03833, USA	PAGE, DWAYNE	Admin. Suspension
* Platinum Principle Training & Development, LLC (/online/BusinessInquire/BusinessInformation? 587787 businessID=410512)				Domestic Limited Liability Company	55 So. Commercial St, Manchester, NH, 03101, USA	Page, Heidi	Dissolved
* R.H.P. Investments, LLC (/online/BusinessInquire/BusinessInformation? 606696 businessID=417129)				Domestic Limited Liability Company	685 Fifth Avenue, 5th Floor, New York, NY, 10019, USA	Pease, Elmer A, II	Not In Good Standing
* Reach for the Stars Child Development Center, LLC (/online/BusinessInquire/BusinessInformation? 616328 businessID=427262)				Domestic Limited Liability Company	30 South Elm ST, Manchester, NH, 03103, USA	Pease, Lisa	Good Standing
* Print NH LLC (/online/BusinessInquire/BusinessInformation? 627020 businessID=439237)				Domestic Limited Liability Company	95 Eddy Road Suite 101, Manchester, NH, 03102, USA	Pease, Richard W	Good Standing
* PRE, INC. (/online/BusinessInquire/BusinessInformation? 96049 businessID=254057)				Domestic Profit Corporation	NONE	Peck, Omar C., Jr.	Dissolved

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
S & P Asset Management Services, LLC * (/online/BusinessInquire/BusinessInformation? businessID=425008)	610192			Domestic Limited Liability Company	66 Gilcreast Road, Londonderry, NH, 03053, USA	Pace, Nicole	Admin Dissolution
ROBERT P PACE HOMES LLC * (/online/BusinessInquire/BusinessInformation? businessID=145650)	480989			Domestic Limited Liability Company	7 GATES LN, HUDSON, NH, 03051, USA	Pace, Robert P, Jr	Admin Dissolution
RP'S LANDSCAPING & SNOWBLOWING INC. * (/online/BusinessInquire/BusinessInformation? businessID=81296)	330474			Domestic Profit Corporation	7 GATES LANE, HUDSON, NH, 03031, USA	Pace, Robert P, Jr	Admin Dissolution
REVOLUTION MOTORCYCLE COMPANY LLC * (/online/BusinessInquire/BusinessInformation? businessID=141011)	480212			Domestic Limited Liability Company	368 Pelham Road, Salem, NH, 03079, USA	Paci, Domenic S	Admin Dissolution
Royal Green Tree Service, Inc. * (/online/BusinessInquire/BusinessInformation? businessID=528669)	700253			Domestic Profit Corporation	275 South Rd, Kensington, NH, 03833, USA	Pacy, Bruce	Good Standing
RESCUE WELDING, INCORPORATED * (/online/BusinessInquire/BusinessInformation? businessID=77908)	293056			Domestic Profit Corporation	20 Rescue Lane, Somersworth, NH, 03878, USA	Page, Carl	Admin Dissolution
Ross Page Foundations LLC * (/online/BusinessInquire/BusinessInformation? businessID=476398)	649065	Ross Page Foundations LLC		Foreign Limited Liability Company	348 Thaddeus Stevens Road, Peacham, VT, 05862, USA	Page, Curt S	Good Standing
RK Paige Enterprises, LLC * (/online/BusinessInquire/BusinessInformation? businessID=482624)	649127			Domestic Limited Liability Company	6 Rollins St, Concord, NH, 03301, USA	Paige, Ronald K	Admin Dissolution
Revolution Productions LLC * (/online/BusinessInquire/BusinessInformation? businessID=371135)	561684			Domestic Limited Liability Company	200 Middle Rte, Belmont, NH, 03220, USA	Pease, Benjamin Curtis	Admin Dissolution
RIVERSIDE TRUST LLC * (/online/BusinessInquire/BusinessInformation? businessID=68623)	248408			Domestic Limited Liability Company	68 River Bend Way, Manchester, NH, 03103, USA	Pease, Elmer A, II	Dissolved
RUNNING BROOK COMMERCIAL PARK, LLC * (/online/BusinessInquire/BusinessInformation? businessID=367484)	535644			Domestic Limited Liability Company	685 Third Avenue, 5th Floor, 685 Third Avenue, 5th Floor, New York, NY, 10017, USA	Pease, Elmer A, II	Not In Good Standing
Sanders Peck Associates LLC * (/online/BusinessInquire/BusinessInformation? businessID=401398)	592244			Domestic Limited Liability Company	PO Box 82, Peterborough, NH, 03458, USA	Peck, Kimberly	Dissolved

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Torino Development, LLC (/online/BusinessInquire/BusinessInformation? 552347 businessID=372884)				Domestic Limited Liability Company	66 Gilcrest Rd, Londonderry, NH, 03053, USA	Pace, Robert P	Admin Dissolution
* THE CEI GROUP, INC. (/online/BusinessInquire/BusinessInformation? 747460 businessID=573948)		THE CEI GROUP, INC.		Foreign Profit Corporation	301 North Ave., Wakefield, MA, 01880, USA	Paci, Christine	Not In Good Standing
* Triple Three Productions, Inc. (/online/BusinessInquire/BusinessInformation? 607138 businessID=438392)				Domestic Profit Corporation	26 Miltimore Rd, Derry, NH, 03038, USA	Page, Brandon G	Admin Dissolution
* THE RESTAURANT OF JOY, INC. (/online/BusinessInquire/BusinessInformation? 80693 businessID=230576)				Domestic Profit Corporation	PO BOX 748, SOMERSWORTH, NH, 03878, USA	Page, Joy C.	Dissolved
SUMMIT SOFTWARE CONTRACTING, INC. (/online/BusinessInquire/BusinessInformation? 276132 businessID=17716)				Domestic Profit Corporation	4 HUNTERS RD, BEDFORD, NH, 03110, USA	Page, Michael C	Dissolved
* Tache Auctions and Sales Inc. (/online/BusinessInquire/BusinessInformation? 666602 businessID=491624)		Tache Auctions and Sales Inc.		Foreign Profit Corporation	208 Derby Street, Salem, MA, 01970; USA	Page, Michael E	Good Standing
* TinCan Web Works LLC (/online/BusinessInquire/BusinessInformation? 600983 businessID=411007)				Domestic Limited Liability Company	97 Highland St, Plymouth, NH, 03264, USA	Page, Stephen J	Admin Dissolution
* Supernutrition Life-Extension Research, Inc. (/online/BusinessInquire/BusinessInformation? 584014 businessID=397248)		Supernutrition Life-Extension Research, Inc.		Foreign Profit Corporation	1925 Brush St., Oakland, CA, 94612, USA	Pasqua, Michael	Withdrawn
* SWEET PEACH'S CANDY & CONFECTIONS, INC (/online/BusinessInquire/BusinessInformation? 764787 businessID=589832)				Domestic Profit Corporation	31 Brownstone Ln, Rochester, NH, 03867, USA	Peach Melissa	Good Standing
* The Vineyard at Hillside, LLC (/online/BusinessInquire/BusinessInformation? 586017 businessID=405709)				Domestic Limited Liability Company	C/o PD Associates, LLC 5 Dartmouth Drive Suite 301, Auburn, NH, 03032, USA	Pease, Elmer A, II	Admin Dissolution
* The Office Substitute LLC (/online/BusinessInquire/BusinessInformation? 586765 businessID=417819)				Domestic Limited Liability Company	PO Box 1152, Derry, NH, 03038, USA	Pease, Jewell Francis	Administratively Dissolved
* Tucker Mountain Farm, LLC. (/online/BusinessInquire/BusinessInformation? 743478 businessID=570032)				Domestic Limited Liability Company	303 Tucker Mountain Road, Andover, NH, 03216, USA	Pease, Kimberley A	Not In Good Standing
* Those Elm Street Developers, LLC (/online/BusinessInquire/BusinessInformation? 718625 businessID=544176)				Domestic Limited Liability Company	95 Eddy Rd., Suite 101, Manchester, NH, 03101, USA	Pease, Richard W	Good Standing
* TOTAL LIFE COMMUNITIES, INC. (/online/BusinessInquire/BusinessInformation? 20614 businessID=179366)				Domestic Profit Corporation	LAKE SHORE DR., FRANKLIN, NH, 03235, USA	Pesso, Albert	Dissolved

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
TURNKEY BUILDERS, LLC (/online/BusinessInquire/BusinessInformation? 741613 businessID=568108)				Domestic Limited Liability Company	7 Gates St, Hudson, NH, 03051, USA	Pace, Robert, Sr.	Not In Good Standing
* YOONIX, INC. (/online/BusinessInquire/BusinessInformation? 96254 businessID=227601)				Domestic Profit Corporation	NONE	Paek, Yoon	Dissolved
* White Mountain Brewing Co, LLC (/online/BusinessInquire/BusinessInformation? 712662 businessID=531282)				Domestic Limited Liability Company	50 Winter Street, Ashland, NH, 03217, USA	Page, David	Good Standing
* VALLEY SHINE CLEANING SERVICE, LLP (/online/BusinessInquire/BusinessInformation? 453676 businessID=126873)				Domestic Limited Liability Partnership	43 School Street, Hudson, NH, 03051, USA	Page, Dennis	Admin Diss LLP- CC-NP
* YOU NAME IT HANDYMAN SERVICES, LLC (/online/BusinessInquire/BusinessInformation? 453792 businessID=2573)				Domestic Limited Liability Company	276 MAIN ST, CLAREMONT, NH, 03743, USA	Page, Forest J	Good Standing
* WETLANDERS INC. (/online/BusinessInquire/BusinessInformation? 149606 businessID=271940)				Domestic Profit Corporation	% GEOFFREY H WALKER BIG AL'S AUTO PARTS RT 1, SEABROOK, NH, 03874, USA	Page, Mort	Dissolved
* VITETTA GROUP (/online/BusinessInquire/BusinessInformation? 71424 businessID=214880)		VITETTA GROUP		Foreign Partnership	1818 MARKET ST, PHILADELPHIA, PA, 19103, USA	Page, Morton F, PE	Withdrawn
* Valid Mfg Inc. (/online/BusinessInquire/BusinessInformation? 588680 businessID=400750)				Domestic Profit Corporation	13 HAMPSHIRE DR. UNIT 3, HUDSON, NH, 03051, USA	Pageau, Kenneth J	Good Standing
* VAAL & CO, LLC (/online/BusinessInquire/BusinessInformation? 808637 businessID=635677)				Domestic Limited Liability Company	1991 Bodwell Rd unit 21, Manchester, NH, 03109, USA	Paige Vaal	Good Standing
* WELLINGTON ONLINE SYSTEMS, LLC (/online/BusinessInquire/BusinessInformation? 353895 businessID=84663)				Domestic Limited Liability Company	5 DARTMOUTH DR STE 301, AUBURN, NH, 03032, USA	Pease, Elmer A, II	Admin Dissolution

**Application for Chapter 40B Project Eligibility/Site Approval
for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects**

Section 7: NOTIFICATIONS AND FEES

Name of Proposed Project: The Woods at Farm Road

Notice

Date(s) of meetings, if any, with municipal officials prior to submission of application to MassHousing:

7/26/19

Date copy of complete application sent to chief elected office of municipality:

7/26/19

Date notice of application sent to DHCD:

Fees *(all fees should be submitted to MassHousing)*

MassHousing Application Processing Fee (\$2500) Payable to MassHousing:

2500.00

Chapter 40B Technical Assistance/Mediation Fee Payable to Massachusetts Housing Partnership:

a. Base Fee:

(Limited Dividend Sponsor \$2500, Non-Profit or Public Agency Sponsor \$1,000)

2500.00

b. Unit Fee:

(Limited Dividend Sponsor \$50 per unit, Non-Profit or Public Agency Sponsor \$30 per unit)

200.00

Land Appraisal Cost

You will be required to pay for an "as-is" market value appraisal of the Site to be commissioned by MassHousing. MassHousing will contact you once a quote has been received for the cost of the appraisal.

Required Attachments Relating to Section 7

- 7.1 Narrative describing any prior correspondence and/or meetings with municipal officials
- 7.2 Evidence (such as a certified mail receipt) that a copy of the complete application package was sent to the Chief Elected Official of Municipality (may be submitted after the application is submitted to MassHousing)
- 7.3 Copy of notice of application sent to DHCD
- 7.4 Check made out to MassHousing for Processing Fee (\$2500)
- 7.5 Check made payable to Massachusetts Housing Partnership for Technical Assistance/Mediation Fee
- 7.6 W-9 (Taxpayer Identification Number)



Section 7.1

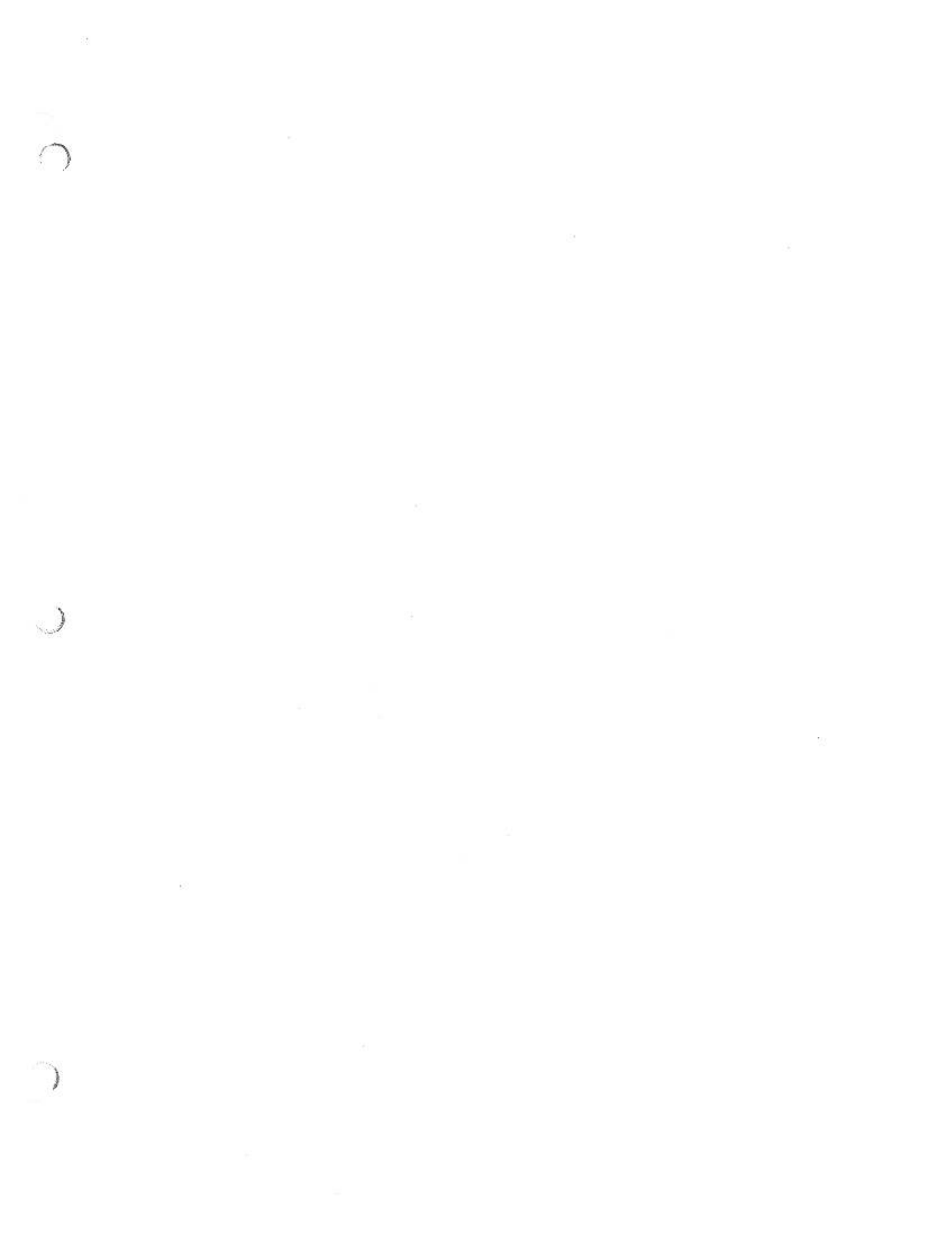
Narrative of Prior Conversations With Town Officials

Prior Contact with Municipal Officials

"After requesting a meeting with the Town administrator and Town Planner, on May 21, 2019, Attorney Douglas Deschenes of Deschenes & Farrell, P.C. and Seth Donohoe of Ducharme and Dillis, the engineer working for the Applicant, met with Erica Uriate, Bolton Town Planner and Zoning Board Administrator, as well as department heads for the Town of Bolton including the Fire and Police Departments, the Department of Public Works, the Board of Health, the Conservation Commission and other town officials. A number of comments and suggestions were provided, many of which were incorporated into the design submitted as part of this application."

Section 7.2

Evidence of Notification to Town



Section 7.3

Evidence of Notification to DHCD

DESCHENES & FARRELL, P.C.

Attorneys at Law
515 Groton Road, Suite 204
Westford, MA 01886
Telephone: (978) 496-1177
Facsimile: (978) 577-6462

Douglas C. Deschenes
Kathryn Lorah Farrell
*Melissa E. Robbins**

**Admitted in MA and NH*

July 24, 2019

Director
Department of Housing & Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

RE: **David Spertner – 40B Housing Project**
The Woods at Farm Road
Berlin Road and Farm Road, Bolton, MA

Dear Sir or Madam,

We represent David Spertner and are providing you notice pursuant to 760 CMR 31.01(2)(c) that an application has been made with a subsidizing agency for approval of the above referenced project. More specifically, Mr. Spertner has filed an application with MassHousing for funding of the project under the MassHousing Housing Starts Program.

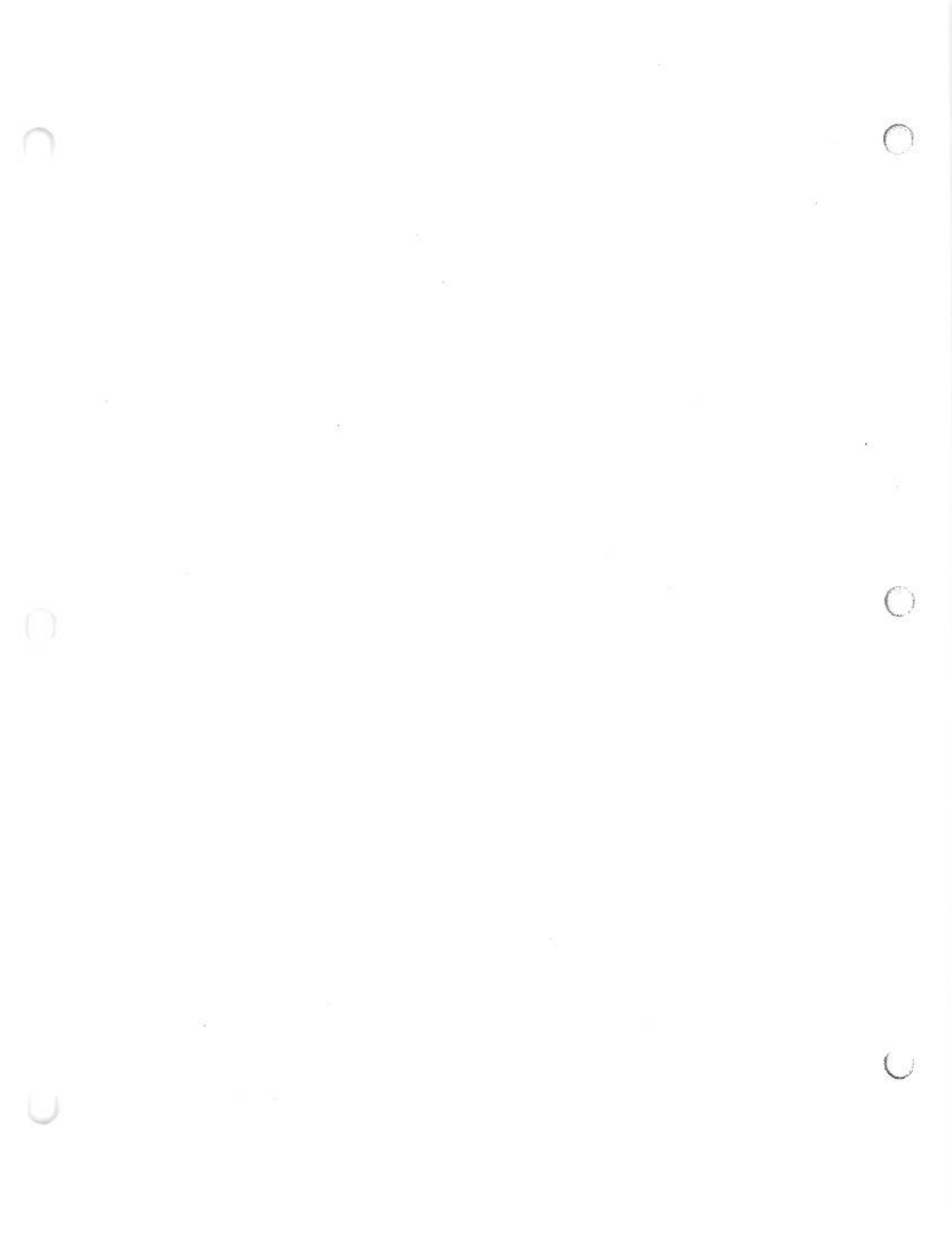
Please contact me with any comments or questions you may have. Thank you for your time and consideration in this matter.

Sincerely,
Deschenes & Farrell, PC



Douglas C. Deschenes

DCD/tmg

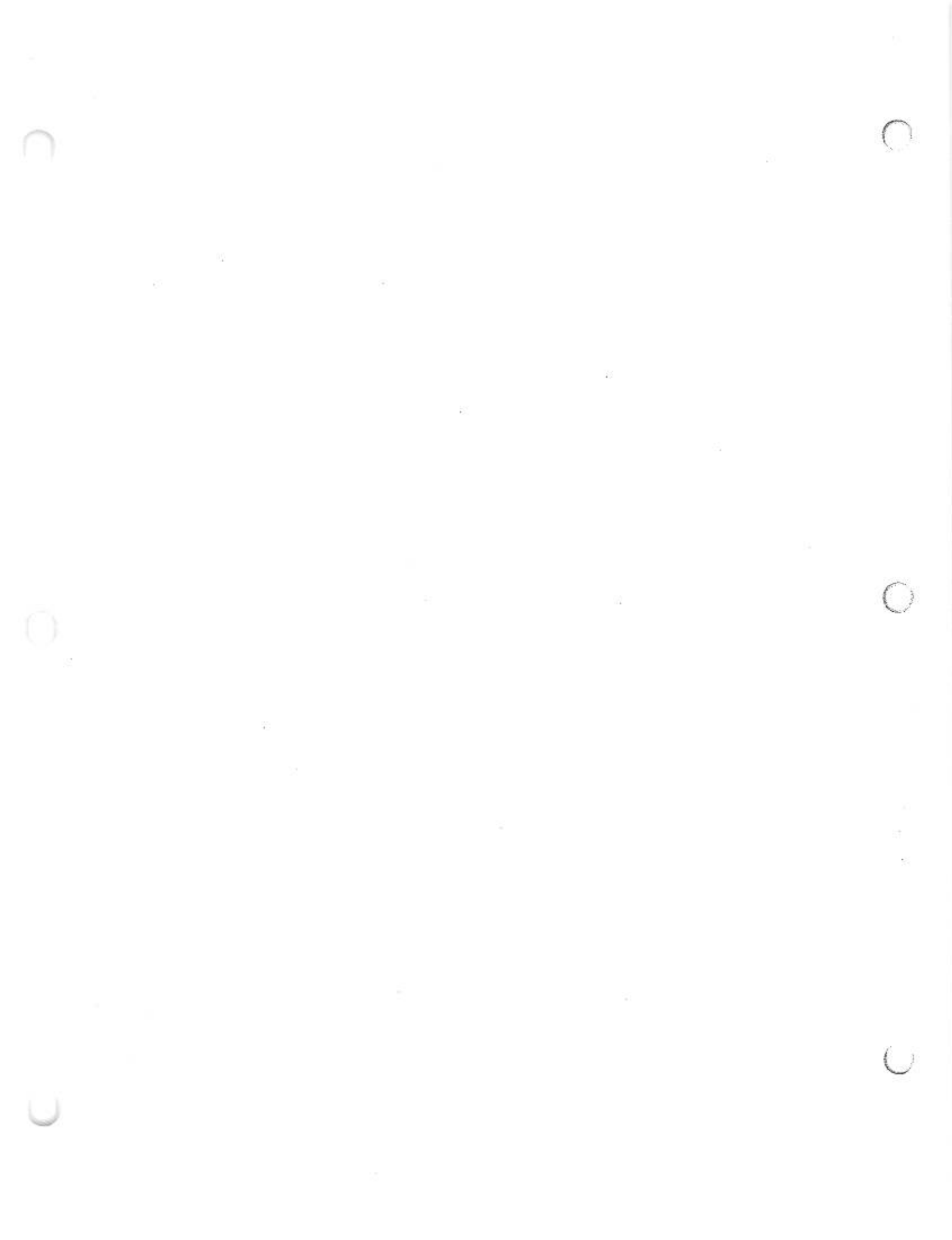


Section 7.4

Check for Processing Fee

Section 7.5

Check to MassHousing Partnership



Section 7.6

W-9

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(h)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ³
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Section 8.0

Checklist

Application Checklist

The documentation listed below must, where applicable, accompany each application. For detailed descriptions of these required documents, please see the relevant sections of the application form.

* Applications missing any of the documents indicated by an asterisk will not be processed by MassHousing until MassHousing receives the missing item(s).

- 1.0 ☒ * Completed application form, and certification under pains and penalties of perjury (one (1) signed original) accompanied by one (1) electronic copy of the completed application package
- 1.1 ☒ * Location Map
- 1.2 ☒ Tax Map
- 1.3 ☒ * Directions to the proposed Site
- 2.1 ☒ * Existing Conditions Plan
- 2.2 ☒ Aerial Photographs
- 2.3 ☒ Site/Context Photographs
- 2.4 ☒ * Documentation Regarding Site Characteristics/Constraints
 - ☐ * By Right Site Plan, if applicable N/A
- 3.1 ☒ * Preliminary Site Layout Plan(s)
- 3.2 ☒ * Graphic Representations of Project/Preliminary Architectural Plans
- 3.3 ☒ * Narrative Description of Design Approach
- 3.4 ☒ * Tabular Zoning Analysis
- 3.5 ☒ Sustainable Development Principles Evaluation Assessment Form
- 4.1 ☒ * Evidence of site control (documents and any plans referenced therein)
 - ☐ Land Disposition Agreement, if applicable
- 5.1 ☒ * NEF Lender Letter of Interest
- 5.2 ☒ Market Sales Comparables
- 5.3 ☐ Market Study, if required by MassHousing
- 6.1 ☒ * Development Team Qualifications
- 6.2 ☒ Applicant's Certification (any required additional sheets)
- 7.1 ☒ Narrative describing prior contact (if any) with municipal officials
- 7.2 ☒ * Evidence that a copy of the application package has been received by the Chief Elected Official in the municipality (may follow after initial submission of application package, but site visit will not be scheduled nor request for municipal comments made until such evidence is received by MassHousing)
- 7.3 ☒ Copy of notification letter to DHCD
- 7.4 ☐ *\$2,500 Fee payable to MassHousing (once an appraiser has been selected by MassHousing and an appraisal fee quoted, an additional non-refundable appraisal fee will be required)
- 7.5 ☐ *Technical Assistance/Mediation Fee payable to Massachusetts Housing Partnership.
- 7.6 ☐ W-9
- 6.3 ☒ Applicant's Certification 27
- 6.4 ☒ List of Applicant Entities

Exhibit E

Project Eligibility Letter



Massachusetts Housing Finance Agency
One Beacon Street, Boston, MA 02108

TEL: 617.854.1000
FAX: 617.854.1091 | www.masshousing.com

Videophone: 857.366.4157 or Relay: 711

December 6, 2019

David Spertner, Manager
The Woods at Farm Road, LLC
56 Central Avenue, Unit #1
Newton, MA 02460

**RE: The Woods at Farm Road
Project Eligibility/Site Approval
MassHousing ID No. 1041**

Dear Mr. Spertner:

This letter is in response to your application as “Applicant” for a determination of Project Eligibility (“Site Approval”) pursuant to Massachusetts General Laws Chapter 40B (“Chapter 40B”), 760 CMR 56.00 (the “Regulations”) and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development (“DHCD”) (the “Guidelines” and, collectively with Chapter 40B and the Regulations, the “Comprehensive Permit Rules”), under the New England Fund (“NEF”) Program (“the Program”) of the Federal Home Loan Bank of Boston (“FHLBank Boston”).

You have proposed to build four (4) single-family homes, including one (1) affordable home (the “Project”) on approximately 2.47 acres of land located on Farm Road (the “Site”) in Bolton, MA (the “Municipality”).

In accordance with the Comprehensive Permit Rules, this letter is intended to be a written determination of Project Eligibility (“Site Approval”) by MassHousing acting as Subsidizing Agency under the Guidelines, including Part V thereof, “Housing Programs in Which Funding Is Provided by Other Than a State Agency.”

MassHousing has performed an on-site inspection of the Site, which local boards and officials were invited to attend, and has reviewed the pertinent information for the Project submitted by the Applicant, the Municipality and others in accordance with the Comprehensive Permit Rules.

Municipal Comments

Pursuant to the Regulations, the Municipality was given a thirty (30) day period in which to review the Site Approval application and submit comments to MassHousing. The Board of Selectmen submitted a letter on September 19, 2019, summarizing comments from municipal officials and staff.

The following concerns were identified in their comments:

- The Municipality recommends that the Applicant apply for design review through Bolton's Design Review Board. The intention of the design review is to encourage development that aligns with Bolton's historical and rural character. The Planning Board believes that the additional design review will enhance the Project and benefit both the Applicant and the Town.
- The Bolton Police Department and the Department of Public Works expressed concern for motor vehicle safety given the proposed driveway configuration of the Project and the proximity to the intersection of Farm Road and Berlin Road.
- The Fire Department requested that the Applicant install and maintain a cistern or install a residential sprinkler system in each home. In addition, the Chief requested that a 16ft. wide path be provided south of unit 1 to accommodate ladder truck access.
- The Municipality has other specific concerns including a request to preserve an existing tree at the front portion of the Site and a request for vegetated buffers as privacy screening between homes.

MassHousing Determination and Recommendations

MassHousing staff has determined that the Project appears generally eligible under the requirements of the Program, subject to final review of eligibility and to Final Approval.¹ As a result of our review, we have made the findings as required for a determination of eligibility pursuant to 760 CMR 56.04(1) and (4). Each such finding, with supporting reasoning, is set forth in further detail on Attachment 1 hereto. It is important to note that Comprehensive Permit Rules limit MassHousing to these specific findings in order to determine Project Eligibility. If, as here, MassHousing issues a determination of Project Eligibility, the Applicant may apply to the Zoning Board of Appeals of the Municipality for a Comprehensive Permit. At that time local boards, officials and members of the public are provided the opportunity to further review the Project to ensure compliance with applicable state and local standards and regulations.

Based on MassHousing's consideration of comments received from the Municipality, and its site and design review, the following issues should be addressed in your application to the local Zoning Board of Appeals ("ZBA") for a Comprehensive Permit and fully explored in the public hearing process prior to submission of your application for Final Approval under the Program:

- Development of this Site will require compliance with all state and federal environmental laws, regulations and standards applicable to existing conditions and to the proposed use

¹ MassHousing has relied on the Applicant to provide truthful and complete information with respect to this approval. If at any point prior to the issuance of a comprehensive permit MassHousing determines that the Applicant has failed to disclose any information pertinent to the findings set forth in 760 CMR 56.04 or information requested in the Certification and Acknowledgment of the Application, MassHousing retains the right to rescind this Site Approval letter.

related to building construction, stormwater management, wastewater collection and treatment, and hazardous waste safety. The Applicant should expect that the Municipality will require evidence of such compliance prior to the issuance of a building permit for the Project.

- The Applicant should continue to engage with municipal officials in a good-faith discussion regarding design review matters and other Site related concerns raised by local boards and officials.
- The Applicant should be prepared to discuss their plans to mitigate any impacts the proposed Project may have on matters pertaining to public safety and other local concerns.

MassHousing has also reviewed the application for compliance within the requirements of 760 CMR 56.04(2) relative to Application requirements and has determined that the material provided by the Applicant is sufficient to show compliance.

This approval is expressly limited to the development of no more than four (4) homeownership units under the terms of the Program, of which not less than one (1) of such units shall be restricted as affordable for low-or moderate-income persons or families as required under the terms of the Guidelines. It is not a commitment or guarantee of financing and does not constitute a site plan or building design approval. Should you consider, prior to obtaining a Comprehensive Permit, the use of any other housing subsidy program, the construction of additional units or a reduction in the size of the Site, you may be required to submit a new Site Approval application for review by MassHousing. Should you consider a change in tenure type or a change in building type or height, you may be required to submit a new Site Approval application for review by MassHousing.

For guidance on the Comprehensive Permit review process, you are advised to consult the Guidelines. Further, we urge you to review carefully with legal counsel the M.G.L. c.40B Comprehensive Permit Regulations at 760 CMR 56.00.

This approval will be effective for a period of two years from the date of this letter. Should the Applicant not apply for a Comprehensive Permit within this period or should MassHousing not extend the effective period of this letter in writing, this letter shall be considered to have expired and no longer be in effect. In addition, the Applicant is required to notify MassHousing at the following times throughout this two-year period: (1) when the Applicant applies to the local ZBA for a Comprehensive Permit, (2) when the ZBA issues a decision and (3) if applicable, when any appeals are filed.

Should a Comprehensive Permit be issued, please note that prior to (i) commencement of construction of the Project or (ii) issuance of a building permit, the Applicant is required to submit to MassHousing a request for Final Approval of the Project (as it may have been amended) in accordance with the Comprehensive Permit Rules (see especially 760 CMR 56.04(07) and the Guidelines including, without limitation, Part III thereof concerning Affirmative Fair Housing Marketing and Resident Selection). Final Approval will not be issued

unless MassHousing is able to make the same findings at the time of issuing Final Approval as required at Site Approval.

Please note that MassHousing may not issue Final Approval if the Comprehensive Permit contains any conditions that are inconsistent with the regulatory requirements of the New England Fund Program of the FHLBank Boston, for which MassHousing serves as Subsidizing Agency, as reflected in the applicable regulatory documents. In the interest of providing for an efficient review process and to avoid the potential lapse of certain appeal rights, the Applicant may wish to submit a "final draft" of the Comprehensive Permit to MassHousing for review. Applicants who avail themselves of this opportunity may avoid significant procedural delays that can result from the need to seek modification of the Comprehensive Permit after its initial issuance.

If you have any questions concerning this letter, please contact Michael Busby at (617) 854-1219.

Sincerely,



Chrystal Kornegay
Executive Director

cc: Janelle Chan, Undersecretary, DHCD
The Honorable Dean A. Tran
The Honorable Kate Hogan
Stanley Wysocki, Chairman, Board of Selectmen
Gerard Ahearn, Chairman, Zoning Board of Appeals

Attachment 1

760 CMR 56.04 Project Eligibility: Other Responsibilities of Subsidizing Agency
Section (4) Findings and Determinations

The Woods at Farm Road, Bolton, MH ID No. 1041

MassHousing hereby makes the following findings, based upon its review of the application, and in consideration of information received during the site visit and from written comments:

(a) that the proposed Project appears generally eligible under the requirements of the housing subsidy program, subject to final approval under 760 CMR 56.04(7);

The Project is eligible under the NEF housing subsidy program and at least 25% of the units will be available to households earning at or below 80% of the Area Median Income, adjusted for household size, as published by the U.S. Department of Housing and Urban Development ("HUD"). The most recent HUD income limits indicate that 80% of the current median income for a four-person household in Bolton is \$75,500. A letter of interest regarding project financing was provided by Lowell Five, a member bank of the FHLBank Boston.

(b) that the site of the proposed Project is generally appropriate for residential development, taking into consideration information provided by the Municipality or other parties regarding municipal actions previously taken to meet affordable housing needs, such as inclusionary zoning, multifamily districts adopted under c.40A, and overlay districts adopted under c.40R, (such finding, with supporting reasoning, to be set forth in reasonable detail);

Based on a site inspection by MassHousing staff, internal discussions, and a thorough review of the application, MassHousing finds that the Site is suitable for residential use and development and that such use would be compatible with surrounding uses and would directly address the local need for housing.

The Town of Bolton does not have a DHCD-approved Housing Production Plan. According to DHCD's Chapter 40B Subsidized Housing Inventory (SHI), updated through November 1, 2019, Bolton has 62 Subsidized Housing Inventory (SHI) units (3.59% of its housing inventory). An additional 111 units would be required for the Town to achieve the 10% threshold of 173 units.

(c) that the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail);

In summary, based on an evaluation of the site plan using the following criteria, MassHousing finds that the proposed conceptual Project design is generally appropriate for the Site. The following plan review findings are made in response to the conceptual plan, submitted to MassHousing:

Relationship to Adjacent Building Typology (including building massing, site arrangement, and architectural details):

The existing neighborhood consists of a mixture of housing types and open space uses. The proposed development is similar in character to abutting properties and the general pattern of residential development found nearby. The proposed homes will be two-story wood-framed construction with exterior finishes designed to represent the prevailing typology found within the existing neighborhood context. The Applicant's design approach proposes to maintain a consistent massing, scale and building typology to that of the existing neighborhood.

Relationship to Adjacent Streets

The Site is located in the southeast quadrant of Bolton close to the Hudson and Berlin town lines. The surrounding area is a rural setting encompassed by woodlands within two miles of the interchange of Routes 495 and 62 and the sprawling Highland Commons retail development. The relationship of the proposed Site access and egress to Farm Road does not present any discernable public safety impacts. There appear to be adequate lines of sight for vehicles entering and exiting the proposed Site. The view into the Site from Farm Road and Berlin Road establishes a relationship that is appropriate to that of other homes built nearby.

Density

The Applicant proposes to build four (4) homes on approximately 2.47-acres, of which approximately 1.85 acres are buildable. The resulting density is 2.16 units per buildable acre, which is acceptable given the proposed housing type and similar uses found in the surrounding context.

Conceptual Site Plan

The proposed development will consist of four (4) single family homes placed in pairs utilizing a shared driveway on Farm Road and Berlin Road. The Applicant proposes smaller house lots that are designed to create a better sense of community and socialization between neighbors. The Project will be served by a private wastewater treatment system located on Site.

Environmental Resources

The subject property is not located within any significant defined resource area and does not include any unique environmental features that enhance or restrict the proposed use. A 15.6-acre open space parcel abuts the Site.

Topography

The Site is fairly level and partially cleared with no significant adverse conditions present. The site's topography is not an impediment to the proposed development.

(d) that the proposed Project appears financially feasible within the housing market in which it will be situated (based on comparable rentals or sales figures);

The Project appears financially feasible based on a comparison of sales submitted by the Applicant.

(e) that an initial pro forma has been reviewed, including a land valuation determination consistent with the Department's Guidelines, and the Project appears financially feasible and consistent with the Department's Guidelines for Cost Examination and Limitations on Profits and Distributions (if applicable) on the basis of estimated development costs;

The initial pro-forma has been reviewed for the proposed residential use and the Project appears financially feasible with a projected profit margin of 10.16%. In addition, a third-party appraisal commissioned by MassHousing has determined that the "As-Is" land value for the Site of the Proposed Project is \$215,000.

(f) that the Applicant is a public agency, a non-profit organization, or a Limited Dividend Organization, and it meets the general eligibility standards of the housing program; and

The Applicant must be organized as a Limited Dividend Organization prior to applying for Final Approval. MassHousing sees no reason this requirement could not be met given information reviewed to date. The Applicant meets the general eligibility standards of the NEF housing subsidy program and has executed an Acknowledgment of Obligations to restrict their profits in accordance with the applicable limited dividend provisions.

(g) that the Applicant controls the site, based on evidence that the Applicant or a related entity owns the site, or holds an option or contract to acquire such interest in the site, or has such other interest in the site as is deemed by the Subsidizing Agency to be sufficient to control the site.

The Applicant controls the entire 2.47-acre Site under a deed of ownership.

Exhibit F

Affordable Housing Restriction

AFFORDABLE HOUSING RESTRICTION

***For Projects in Which
Affordability Restrictions Survive Foreclosure***

THIS AFFORDABLE HOUSING RESTRICTION (this "Restriction") is:

[] incorporated in and made part of that certain deed (the "Deed") of certain property (the "Property") from

_____ ("Grantor")
to _____ ("Owner") dated
_____, 20__; or

[x] being granted in connection with a financing or refinancing secured by a mortgage on the Property dated _____, 20__. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Owner is purchasing the Property, or is obtaining a loan secured by a mortgage on the Property that was originally purchased, at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

(i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit"); and/or

(ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [] Massachusetts Housing Finance Agency ("MassHousing"), [] the Massachusetts Department of Housing and Community Development ("DHCD") [] the Municipality; and [] _____, dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and/or

(iii) ☐ subsidized by the federal or state government under _____, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, _____ (singly,

or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Restriction, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value (if this Restriction is attached to the Deed), or as further consideration for the ability to enter into the financing or refinancing transaction, the Owner (and the Grantor if this Restriction is attached to the Deed), including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. **Definitions.** In this Restriction, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median

Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (____%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Restriction among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of _____% [no more than two and one-half percent (2.5%)] of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Restriction, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase, and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Restriction executed by the purchaser in form and substance substantially identical to this Restriction establishing a new term.

2. **Owner-Occupancy/Principal Residence.** The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. **Restrictions Against Leasing, Refinancing and Junior Encumbrances.** The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date of the delivery of the Deed in connection with the conveyance of the Property from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not

received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter

a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Restriction and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and restrictions contained herein; provided that the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Restriction or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. Delivery of Deed. (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local

building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Restriction, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Restriction shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Restriction, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition

and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and unless there is also recorded a new Restriction executed by the selected purchaser, which new Restriction is identical in form and substance to this Restriction.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the Restriction, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Restriction, and to the senior Mortgagee(s) as set

forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Restriction.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Restriction identical in form and substance to this Restriction which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the

Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Restriction, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Restriction identical in form and substance to this Restriction, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Restriction which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Restriction.

(h) The Owner understands and agrees that nothing in this Restriction or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Restriction, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Restriction has been approved by the Director of DHCD.

(b) In confirmation thereof the Owner (and the Grantor if this Restriction is attached to the Deed) intend, declare and covenant (i) that this Restriction, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Restriction to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality: _____

Grantor: _____
(applicable _____
only if this _____
Restriction _____
is attached _____
to the Deed) _____

Owner:

Monitoring Agent[s]

(1)

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. Further Assurances. The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. Enforcement. (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at

law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Restriction, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Restriction;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Restriction; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Restriction in the absence of a Compliance Certificate, by an action in equity to enforce this Restriction; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Restriction against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Restriction as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Restriction as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Restriction.

12. Monitoring Agent Services; Fees. The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Restriction. As partial compensation for providing these services, a Resale Fee [] shall [] shall not be payable to the

Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in accordance with the terms of this Restriction. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Restriction shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Restriction.

17. Amendment. This Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:
(applicable only if this
Restriction is attached to the Deed)

Owner:

By: _____

By: _____

_____[Space Below This Line for Acknowledgement]_____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public

My commission expires:

Exhibit G

ProForma

Application for Chapter 40B Project Eligibility/Site Approval for MassHousing-Financed and New England Fund ("NEF") Homeownership Projects

Section 5: FINANCIAL INFORMATION – Site Approval Application Homeownership 40B

In order to issue Site Approval, MassHousing must find (as required by 760 CMR 56.04 (4)) that an initial pro forma has been reviewed and that the Proposed Project appears financially feasible and consistent with the Chapter 40B Guidelines, and that the Proposed Project is fundable under the applicable program.

Name of Proposed Project: The Woods at Farm Road.

Initial Capital Budget (please enter "0" when no such sales/revenue or cost is anticipated)

Sales / Revenue

Market	<u>1,700,000.00</u>
Affordable	<u>185,000.00</u>
Related Party	<u>0.00</u>
Other Income	<u>0.00</u>
Total Sales/Revenue	<u>1,885,000.00</u>

Pre-Permit Land Value, Reasonable Carrying Costs

Item	Budgeted
Site Acquisition: pre-permit land value (to be determined by MassHousing commissioned appraisal) plus reasonable carrying costs.	\$215,000.00 Purchase Price

Costs

Item	Budgeted
Acquisition Cost	
Site Acquisition: pre-permit land value (to be determined by MassHousing Commissioned Appraisal) plus reasonable carrying costs	<u>215,000.00</u>
Subtotal Acquisition Costs	<u>215,000.00</u>
Construction Costs-Residential Construction (Hard Costs)	
Building Structure Costs	<u>850,000.00</u>
Hard Cost Contingency	<u>42,500.00</u>
Subtotal – Residential Construction (Hard Costs)	<u>892,500.00</u>

Costs

Item	Budgeted
Construction Costs–Site Work (Hard Costs)	
Earth Work	45,000.00
Utilities: On Site	70,000.00
Utilities: Off-Site	2,000.00
Roads and Walks	4,000.00
Site Improvement	0.00
Lawns and Planting	16,000.00
Geotechnical Condition	0.00
Environmental Remediation	0.00
Demolition	5,000.00
Unusual Site Conditions/Other Site Work	
Subtotal –Site Work (Hard Costs)	142,000.00
Construction Costs–General Conditions, Builders Overhead and Profit (Hard Costs)	
General Conditions	10,000.00
Builder's Overhead	10,000.00
Builder's Profit	0.00
Subtotal – General Conditions Builder's Overhead and Profit (Hard Costs)	20,000.00
General Development Costs (Soft Costs)	
Appraisal and Marketing Study (not 40B "as is" appraisal)	1,000.00
Lottery	2,500.00
Commissions/Advertising–Affordable	12,900.00
Commissions/Advertising–Market	75,000.00
Model Unit	0.00
Closing Costs (unit sales)	12,000.00
Real Estate Taxes (during construction)	4,000.00
Utility Usage (during construction)	5,000.00
Insurance (during construction)	3,500.00
Security (during construction)	0.00
Inspecting Engineer	5,000.00
Fees to Others	10,000.00
Construction Loan Interest	70,000.00
Fees to Construction Lender	15,000.00
Architectural	5,000.00
Engineering	45,000.00
Survey, Permits, Etc.	5,000.00
Clerk of the Works	0.00
Construction Manager	60,000.00

Item	Budgeted
General Development Costs (Soft Costs) – Continued	
Bond Premiums (<i>Payment/Performance/Lien Bond</i>)	0.00
Legal	50,000.00
Title (<i>including title insurance</i>) and Recording	0.00
Accounting and Cost Certification (<i>incl. 40B</i>)	10,000.00
Relocation	0.00
40B Site Approval Processing Fee	2,500.00
40B Technical Assistance/Mediation Fund Fee	2,700.00
40B Land Appraisal Cost (<i>as-is value</i>)	5,000.00
40B Final Approval Processing Fee	5,000.00
40B Subsidizing Agency Cost Certification Examination Fee	2,500.00
40B Monitoring Agent Fees	3,000.00
40B Surety Fees	0.00
Other Financing Fees	0.00
Development Consultant	0.00
Other Consultants (<i>describe</i>)	0.00
Other Consultants (<i>describe</i>)	0.00
Soft Cost Contingency	0.00
Other General Development (Soft) Costs	20,000.00
Subtotal – General Development Costs (Soft Costs)	431,600.00
Developer Overhead	
Developer Overhead	10,000.00
Subtotal – Developer Overhead	10,000.00
Summary of Subtotals	
Sales/Revenue	1,885,000.00
Site Acquisition	215,000.00
Residential Construction	892,500.00
Site Work	142,000.00
Builder's Overhead, Profit and General Conditions	20,000.00
General Development Costs	431,600.00
Developer Overhead	10,000.00
Summary	
Total Sales/Revenue	1,885,000.00
Total Development Costs (TDC)	1,711,100.00
Profit (Loss) from Sales/Revenue	173,900.00
Percentage of Profit (Loss) Over the Total Development Costs	10.16%

Exhibit H

Regulatory Agreement

REGULATORY AGREEMENT

For Comprehensive Permit Projects in Which Funding is Provided Through Other than a State Entity

This Regulatory Agreement (this "Agreement") is made as of the ___ day of _____ 20___, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency"), and _____, a Massachusetts _____, having an address at _____, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as _____ consisting of _____ for-sale [*condominium units/single-family*] residences (the "Project") on a _____-acre site located at _____ in the [City/Town] of _____ (the "Municipality"), which property is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Project is being financed with a \$_____ construction loan from _____ (the "NEF Lender"), a non-governmental entity; and

WHEREAS, the Massachusetts Housing Finance Agency acts as Subsidizing Agency for the Project, on behalf of DHCD, pursuant to Massachusetts General Laws Chapter 40B Sections 20-23 (the "Act"), the regulations at 760 CMR 56.00, and the Comprehensive Permit Guidelines issued pursuant thereto (collectively, the "Comprehensive Permit Rules"); and

WHEREAS, the Developer has received a comprehensive permit (as it may previously have been amended, the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with the Act, which permit is [*recorded/filed*] at the _____ County [*Registry of Deeds/Registry District of Land Court*] ("Registry") [*in Book _____, Page _____ / as Document No. _____*], as amended by the terms of this Agreement; and

WHEREAS, pursuant to the requirements of the Comprehensive Permit Rules, twenty-five percent (25%) of the units in the Project (___ units) (the "Affordable Units") will be sold at prices specified in this Agreement to Eligible Purchasers (as defined herein) and will be subject to resale restrictions as set forth herein; and

WHEREAS, the Subsidizing Agency may delegate to an affordability monitoring agent (the "Affordability Monitoring Agent") certain administration, monitoring and enforcement services regarding compliance of the Project with the Comprehensive Permit Rules during the period of affordability of the Affordable Units; and

WHEREAS, the parties recognize that Affirmative Fair Housing Marketing (as defined herein) is an important precondition for initial sales and resales of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws and regulations.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidizing Agency and the Developer hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the same meaning as set forth in the Affordable Housing Restriction attached hereto as Exhibit B and incorporated herein by reference (the "Affordable Housing Restriction"). In addition to the defined terms in the Affordable Housing Restriction and the capitalized terms defined in the Recitals above, the following terms shall have the meanings set forth below:

Affordability Monitoring Services Agreement shall have the meaning set forth in Section 5 hereof.

Affordability Requirement shall mean the obligations of the Developer described in Section 3 hereof.

Allowable Profit shall have the meaning set forth in Section 4(a) hereof.

Cost Examination shall have the meaning set forth in Section 4(b) hereof.

DHCD shall mean the Department of Housing and Community Development.

Eligible Purchaser shall have the meaning set forth in the Affordable Housing Restriction attached hereto as Exhibit B, and, in addition, must also (i) be a First-Time Homebuyer, and (ii) own assets not in excess of the limit set forth in the Comprehensive Permit Rules.

Excess Profit shall have the meaning set forth in Section 4(e) hereof.

Event of Default shall have the meaning set forth in Section 10(a) hereof.

Limited Dividend Requirement shall mean the obligations of the Developer described in Section 4 hereof.

Limited Dividend Monitoring Services Agreement shall have the meaning set forth in Section 4 hereof.

Marketing Documentation shall have the meaning set forth in Section 3(c) hereof.

Affirmative Fair Housing Marketing Plan shall have the meaning set forth in Section 3(c) hereof.

Maximum Initial Sale Price means the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income for an Appropriate Size Household could obtain mortgage financing as determined by the Subsidizing Agency using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program.

Plans and Specifications shall have the meaning set forth in Section 2 hereof.

Resale Price Certificate means the certificate in recordable form issued by the Subsidizing Agency and recorded with the first deed of each Affordable Unit from the Developer to the initial Eligible Purchaser, which certificate sets forth the Resale Price Multiplier to be applied on the resale of such Affordable Unit, according to the terms of the Affordable Housing Restriction for such unit, for so long as the restrictions set forth in the Affordable Housing Restriction continue, and any subsequent certificate issued by the Affordability Monitoring Agent in accordance with the terms of the Affordable Housing Restriction.

Substantial Completion shall have occurred for purposes of this Agreement when the construction of the Project is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Project.

Term shall have the meaning set forth in Section 14(a) hereof.

Total Development Costs means the total budget for the acquisition and construction of the Project (including both hard and soft costs and such other sums as the Subsidizing Agency may determine constitute the Developer's contribution to the Project, but not including any fee paid to the Developer), as approved by Subsidizing Agency pursuant to the Comprehensive Permit Rules, and this Regulatory Agreement, and the Limited Dividend Monitoring Services Agreement, using the standards of the Subsidizing Agency applicable to comprehensive permit projects, and as finally determined by the Subsidizing Agency in accordance with the Comprehensive Permit Rules.

2. Construction Obligations. (a) The Developer agrees to construct the Project in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the "Plans and Specifications"), which are consistent with the minimum design and construction standards of the Subsidizing Agency applicable to

comprehensive permit projects in accordance with the Comprehensive Permit Guidelines, in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Project provided by the Developer to the Subsidizing Agency in its Application for Final Approval.

(b) The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Developer shall provide to the Subsidizing Agency (i) evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications; and (ii) such information as the Subsidizing Agency may reasonably require concerning the expertise, qualifications and scope of work of any construction monitor proposed by the NEF Lender, and if such information is acceptable to the Subsidizing Agency, the Developer shall provide to the Subsidizing Agency prior to commencement of construction a certification from the NEF Lender concerning construction monitoring in a form acceptable to the Subsidizing Agency. Such certification shall also include a representation that the NEF Lender will maintain certain minimum funding levels to meet the subsidy requirements of the Act.

3. Affordability Requirement. (a) The Developer shall sell the Affordable Units only to Eligible Purchasers at no greater than the Maximum Initial Sale Price. There shall be Affirmative Fair Marketing and the Developer shall comply with the lottery procedures set forth in the Comprehensive Permit Rules prior to the selection of an Eligible Purchaser. At the time of sale of each Affordable Unit by the Developer, the Developer shall execute and shall as a condition of the sale cause the purchaser of the Affordable Unit to execute an Affordable Housing Restriction in the form of Exhibit B attached hereto and incorporated herein by reference. Such Affordable Housing Restriction shall be attached to and made a part of the deed from the Developer to the initial purchaser of the Affordable Unit and each subsequent deed of such unit so that the affordability of the Affordable Unit will be preserved each time a resale of the Affordable Unit occurs.

(b) Prior to the publication of any Marketing Documentation for the Affordable Units, the Developer shall request the Subsidizing Agency to calculate the Maximum Initial Sale Price for each Affordable Unit and shall advertise the price so calculated in marketing the Affordable Units. Prior to the delivery of the first deed for each Affordable Unit, the Developer shall notify the Subsidizing Agency of the actual purchase price for each Affordable Unit (which shall in no event be greater than the Maximum Initial Sale Price calculated by the Subsidizing Agency), and the Subsidizing Agency shall issue a Resale Price Certificate to the Developer calculating the Resale Price Multiplier. The Developer shall as a condition of the sale cause the purchaser to record the Resale Price Certificate immediately after the first deed of each Affordable Unit.

(c) Prior to marketing or otherwise making available for sale any of the Units, the Developer must obtain the Subsidizing Agency's approval of an Affirmative Fair Housing Marketing Plan (the "AFHMP") for the Affordable Units to be administered under the supervision of the Affordability Monitoring Agent. After such approval, the AFHMP may not be amended without the Subsidizing Agency's consent. If required under the Comprehensive Permit and approved by the Subsidizing Agency, the AFHMP may also include a preference for local residents, which in no event may exceed more than seventy percent (70%) of the Affordable Units; provided that, in the event a local resident preference is established, use of the preference shall not violate applicable fair housing laws and regulations. All costs of carrying out the AFHMP with respect to outreach, location and selection of the initial Eligible Purchasers shall be paid by the Developer; thereafter, such costs shall be paid from the Resale Fee (as defined in the Affordable Housing Restriction). The Developer agrees to maintain for at least five (5) years following the sale of the last Affordable Unit, a record of all newspaper ads, outreach letters, translations, leaflets, and all Affirmative Fair Marketing efforts (collectively "Marketing Documentation") as described in the AFHMP. The Marketing Documentation may be inspected at any time by the Affordability Monitoring Agent, the Subsidizing Agency and the Municipality. If at any time prior to or during the initial process of marketing the Affordable Units, the Subsidizing Agency determines that the Developer or the Affordability Monitoring Agent has not adequately complied with the approved AFHMP, the Developer or Affordability Monitoring Agent, as the case may be, shall take such additional corrective measures as shall be specified by the Subsidizing Agency.

4. Limited Dividend Requirement. (a) The Developer agrees that the aggregate profit from the Project which shall be payable to the Developer or to the partners, shareholders or other owners of Developer or the Project shall not exceed twenty percent (20%) of Total Development Costs (the "Allowable Profit"), which development costs have been approved by the Subsidizing Agency pursuant to the Comprehensive Permit Rules, this Regulatory Agreement, and the Limited Dividend Monitoring Services Agreement attached hereto as Exhibit C and incorporated herein by reference (the "Limited Dividend Monitoring Services Agreement"). Notwithstanding the foregoing, the Subsidizing Agency shall have the sole right to approve the Cost Examination and to determine the Allowable Profit. For so long as the Developer complies with the requirements of this section, the Developer shall be deemed to be a limited dividend organization within the meaning of the Act.

(b) Within one hundred-eighty (180) days after Substantial Completion of the Project, or, if later, within ninety (90) days of the date on which all units in the Project are sold, the Developer shall deliver to the Subsidizing Agency an itemized statement of Total Development Costs together with a statement of gross income from the Project received by the Developer to date in the format provided in the Subsidizing Agency's Cost Examination Program applicable to the Project along with all other documents required by the Cost Examination Program (the "Cost Examination"). The Cost Examination must be prepared and certified by a certified public accountant (satisfactory to the Subsidizing Agency) in accordance with the attestation standards established by the

American Institute of Certified Public Accountants. If all units in the Project have not been sold as of the date the Cost Examination is delivered to the Subsidizing Agency, the Developer shall at least once every ninety (90) days thereafter until such time as all of the Units are sold, deliver to the Subsidizing Agency an updated Cost Examination. If all units have not been sold within twenty-four (24) months of Substantial Completion, a sale price for the remaining unsold units shall be imputed in an amount equal to the average of the last three (3) arm's-length sales of comparable units, and a final Cost Examination shall be required within ninety (90) days thereafter. The Subsidizing Agency may allow additional time for submission of the Cost Examination if significant issues are determined to exist which prevent the timely submission of the Cost Examination, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Examination within ninety (90) days of written notice to the Developer.

(c) All related party transactions resulting in Project costs or income must be disclosed in the Cost Examination, and documentation must be provided identifying, where applicable, what portion of costs were paid to non-related third parties (e.g., subcontractors) and what portion were retained by related parties. In the event that any unit sales are made to related parties, the amount of income to be included in the Cost Examination for such sales shall be the greater of (i) the actual sales price of the unit, and (ii) the average sales price of the highest three (3) arm's-length sales of comparable units.

(d) If any unit is sold prior to the date the final Cost Examination is approved by the Subsidizing Agency, the Developer shall upon the request of the Subsidizing Agency provide evidence reasonably satisfactory to the Subsidizing Agency that any profit distributed to the Developer or to the partners, shareholders or other owners of Developer or the Project on such sale, combined with reasonably projected total profits from the Project, will not exceed the Allowable Profit.

(e) All profits from the Project in excess of the Allowable Profit, as finally determined by the Subsidizing Agency (the "Excess Profit"), shall be paid by the Developer to the Municipality promptly after such determination.

5. Affordability Monitoring Agent. At the request of the Subsidizing Agency, the Developer shall retain one or more Affordability Monitoring Agents for purposes of administration, monitoring and enforcement under this Agreement pursuant to an agreement substantially in the form of the Affordability Monitoring Services Agreement attached hereto as Exhibit D and incorporated herein by reference (the "Affordability Monitoring Services Agreement"). All notices and reports required to be submitted under this Agreement shall be submitted simultaneously to the specified entity and to the Affordability Monitoring Agent. The Affordability Monitoring Services Agreement may be terminated by the Subsidizing Agency or the Affordability Monitoring Agent as provided in the Affordability Monitoring Services Agreement. In the event of such termination, a successor monitoring agent shall be selected in accordance with the provisions of the Affordability Monitoring Services Agreement, and thereafter such successor shall be the Affordability Monitoring Agent for the Project.

6. Developer's Representations, Covenants and Warranties. The Developer hereby represents, covenants and warrants as follows:

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

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

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the loan from the NEF Lender, or other encumbrances permitted by the Subsidizing Agency).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

7. No Discrimination. There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing, and the Developer shall not discriminate in the selection of buyers for the units in the Project on the basis of race, color, religion, sex, national origin, genetic information, ancestry, sexual orientation, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

8. Restrictions on Transfers and Junior Encumbrances. Except for sales of units to homebuyers as permitted by the terms of this Agreement, Developer shall not sell, convey, transfer, ground lease, lease, exchange, pledge, assign, mortgage or otherwise transfer its interest, or any portion of its interest, in the Project or any portion

of the Project without the prior written consent of the Subsidizing Agency. In the event the Subsidizing Agency grants such approval, the Developer agrees, prior to any transfer of ownership of the Project or any portion thereof or interest therein, to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

9. Casualty. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by a condominium association or trust not controlled by the Developer (or if the Project consists of detached dwellings, by homebuyers), Developer agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Subsidizing Agency.

10. Defaults; Remedies. (a) Any default, violation, or breach of obligations of the Developer hereunder shall constitute an Event of Default hereunder (an "Event of Default") if such default, violation, or breach is not cured to the satisfaction of the Subsidizing Agency within thirty (30) days after the Subsidizing Agency or the Affordability Monitoring Agent gives notice to the Developer. At any time after the occurrence of an Event of Default, at the Subsidizing Agency's option, and without further notice, the Subsidizing Agency may apply to any state or federal court for specific performance of this Agreement, or the Subsidizing Agency may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement, including without limitation drawing upon the additional security described in Section 11 below. The Affordability Monitoring Agent shall have the same rights as the Subsidizing Agency to exercise remedies hereunder.

(b) The Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency and the Affordability Monitoring Agent incurred in connection with enforcement of the Developer's obligations hereunder. The Developer hereby grants to the Subsidizing Agency and the Affordability Monitoring Agent a lien on the Project, junior to the lien securing the loan from the NEF Lender, to secure payment of such fees and expenses. The Subsidizing Agency and the Affordability Monitoring Agent may perfect a lien on the Project by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Registry. A purchaser of the Project or any portion of the Project shall be liable for the payment of any unpaid costs and expenses which were the subject of a recorded/filed certificate prior to the purchaser's acquisition of the Project or any portion thereof.

(c) The Subsidizing Agency and the Affordability Monitoring Agent shall have access during normal business hours to all books and records of the Developer and

the Project in order to monitor the Developer's compliance with the terms of this Agreement.

(d) The Developer agrees to submit any information, documents or certifications requested by the Subsidizing Agency or the Affordability Monitoring Agent that either shall deem necessary or appropriate to evidence the continuing compliance of the Developer with the terms of this Agreement.

11. Additional Security. As required by 760 CMR 56.04(7)(c), the Developer shall secure to the Subsidizing Agency adequate financial surety to ensure completion of the Cost Examination and to ensure distribution of any Excess Profit. In furtherance of the Developer's obligations hereunder to construct the Project in accordance with the Plans and Specifications, to comply with the Affordability Requirement and otherwise to comply with its obligations under this Agreement, the Developer shall deliver to the Subsidizing Agency such additional security as the Subsidizing Agency may deem reasonable in form and amount ("Additional Security"). The Subsidizing Agency may waive the requirement for such Additional Security in its sole discretion.

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

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

The Subsidizing Agency:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: Director of Comprehensive Permit Programs

Developer:

Affordability Monitoring Agent:

(b) The Developer shall notify the Subsidizing Agency and the Affordability Monitoring Agent promptly upon the occurrence of the following events: (i) the date of satisfaction of all conditions to funding the loan from the NEF Lender; (ii) issuance of the building permit for the Project or any portion thereof; (iii) Substantial Completion; (iv) sale of the first unit in the Project; (v) sale of the first Affordable Unit; (vi) sale of the last Affordable Unit; and (vii) sale of the last unit in the Project.

14. Term. (a) The term of this Agreement (the “Term”) shall continue until the date the Affordability Monitoring Agent and the Subsidizing Agency have determined that the Developer has complied with the Affordability Requirement and the ~~Limited Dividend Requirement~~ Limitations on Profits, including all substantive and reporting requirements hereunder. The recording of a discharge of this Agreement executed by the Subsidizing Agency shall evidence the end of the Term.

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

(c) This Agreement and the use and resale restrictions contained in each of the Affordable Housing Restrictions which are to encumber each of the Affordable Units at the Project pursuant to the requirements of this Agreement shall constitute an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws. Such restrictions shall be for the benefit of the Municipality and the Affordability Monitoring Agent, and the Municipality and the Affordability Monitoring Agent shall be deemed to be the holders of the affordable housing restriction created by the restrictions in each of the Affordable Housing Restrictions.

15. Subsidized Housing Inventory. The Affordable Units shall be included in the Subsidized Housing Inventory as that term is described in 760 CMR 56.03(2) in accordance with rules and regulations issued by DHCD, as amended from time to time.

16. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Subsidizing Agency and the Affordability Monitoring Agent evidence of such recording

or filing including the date and instrument, book and page or registration number of the Agreement.

17. Intent and Effect. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable homeownership opportunities for eligible families who are often denied such opportunities for lack of financial resources.

18. Miscellaneous. (a) The rights and obligations of the Subsidizing Agency under this Agreement shall continue for the Term, regardless of whether the loan from the NEF Lender is still outstanding.

(b) Neither the Subsidizing Agency nor the Affordability Monitoring Agent shall be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

(c) The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency and Affordability Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Subsidizing Agency or the Affordability Monitoring Agent by reason of its relationship to the Project under this Agreement and not involving the Subsidizing Agency or the Affordability Monitoring Agent acting in bad faith and with gross negligence.

(d) This Agreement shall not be amended without written consent of the Developer and the Subsidizing Agency.

(e) If at any time during the Term there is no Affordability Monitoring Agent, the Subsidizing Agency shall have all the rights and obligations set forth herein as rights and obligations of the Affordability Monitoring Agent.

19. Conflict. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Project and the terms of this Agreement, the terms of this Agreement shall control.

[Remainder of page intentionally left blank.]

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

[DEVELOPER]

By: _____
Name:
Title:

**MASSACHUSETTS HOUSING FINANCE
AGENCY**, as Subsidizing Agency as aforesaid

By: _____
Gregory P. Watson, Manager
Comprehensive Permit Programs

Acknowledgement of Zoning Board of Appeals

Exhibit A – Legal Description
Exhibit B – Form of Affordable Housing Restriction
Exhibit C – Form of Affordable Housing Restriction Mortgage
Exhibit D – Form of Limited Dividend Monitoring Services Agreement
Exhibit E – Form of Affordability Monitoring Services Agreement

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of _____.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared Gregory P. Watson, Manager, Comprehensive Permit Programs of the Massachusetts Housing Finance Agency, as Subsidizing Agency as aforesaid, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be her free act and deed and the free act and deed of Massachusetts Housing Finance Agency.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the _____ of _____

_____, proved to me through satisfactory evidence of identification,
which was [a current driver's license] [a current U.S. passport] [my personal knowledge],
to be the person whose name is signed on the preceding instrument and acknowledged the
foregoing instrument to be their free act and deed and the free act and deed of
_____.

Notary Public

My commission expires:

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly appointed Chairman and members of the _____ Zoning Board of Appeals hereby acknowledge that, after due consideration of the Developer's request, pursuant to the requirements of 760 CMR 56.05(11), the Board hereby agrees that the foregoing Regulatory Agreement, including the terms and conditions of the form of Affordable Housing Restriction, Affordability Monitoring Services Agreement, and Limited Dividend Monitoring Services Agreement attached thereto, satisfy the requirements of the Comprehensive Permit as defined therein. Without limiting the generality of the foregoing, the units in the Project required to be affordable under the Comprehensive Permit shall be affordable if such units are subject to an Affordable Housing Restriction in the form attached to the foregoing Regulatory Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only to the extent in compliance with applicable state and federal fair housing rules; and compliance with the limited dividend requirement shall be determined solely by the Subsidizing Agency (as defined at 760 CMR 56.02) under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Guidelines. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.

_____ ZONING BOARD OF APPEALS

Chairman

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 20 __, before me, the undersigned notary public, personally appeared _____, the Chairman of the _____ Zoning Board of Appeals, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of the _____ Zoning Board of Appeals.

Notary Public
My commission expires:

EXHIBIT A

Legal Description

|

EXHIBIT B

Affordable Housing Restriction

(see attached)

EXHIBIT C

Affordable Housing Restriction Mortgage

(see attached)

EXHIBIT D

| Limited Dividend Monitoring Services Agreement

(see attached)

EXHIBIT E

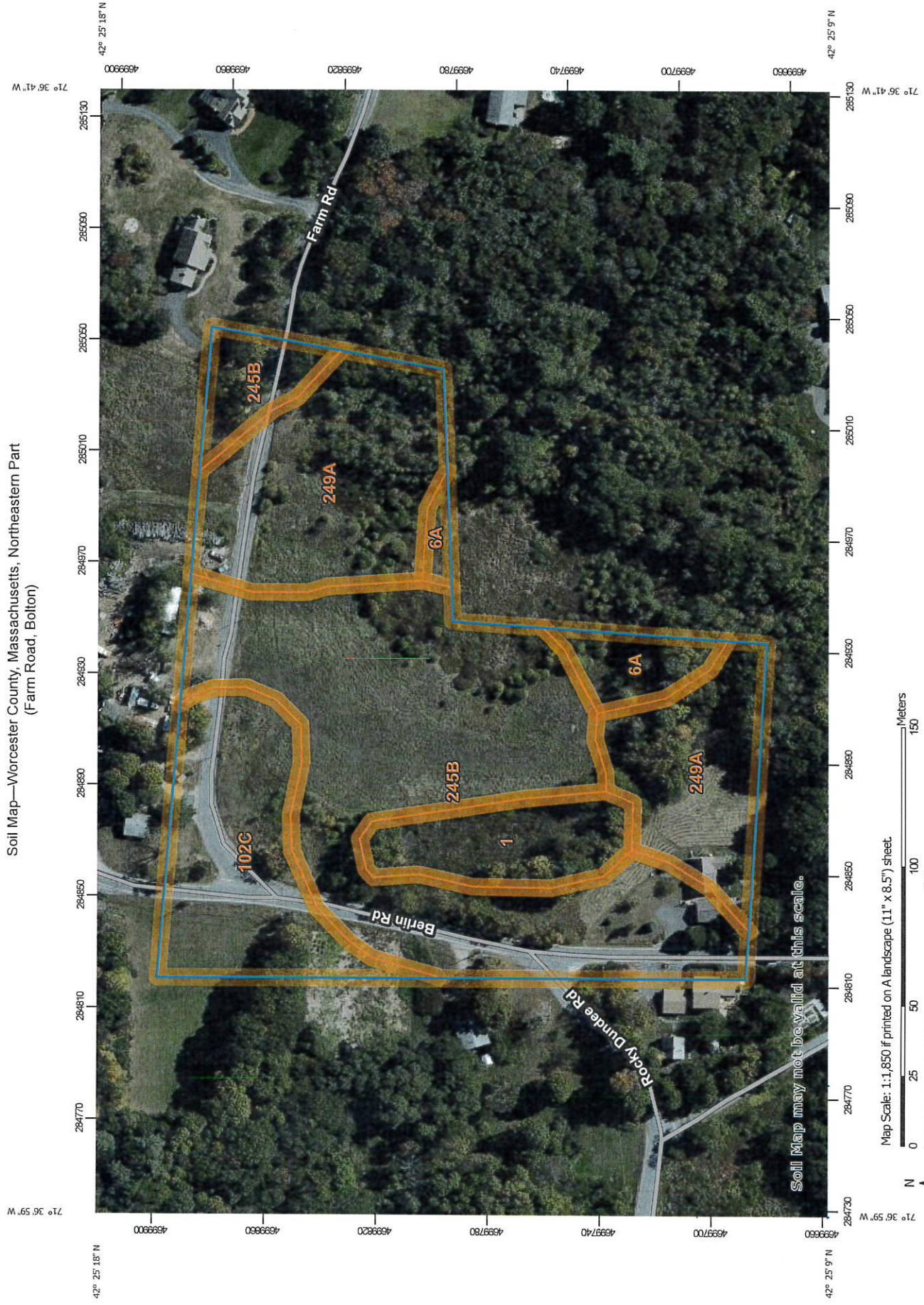
Affordability Monitoring Services Agreement

(see attached)

Exhibit I

Soil Report



















Soil Map—Worcester County, Massachusetts, Northeastern Part
(Farm Road, Bolton)



Map Scale: 1:1,850 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

MAP LEGEND

Area of Interest (AOI)		Area of Interest (AOI)		Spoil Area
Soils		Soil Map Unit Polygons		Stony Spot
	Soil Map Unit Lines		Very Stony Spot	
	Soil Map Unit Points		Wet Spot	
Special Point Features		Special Line Features		Other
	Blowout	Water Features		Streams and Canals
	Borrow Pit	Transportation		Rails
	Clay Spot		Interstate Highways	
	Closed Depression		US Routes	
	Gravel Pit		Major Roads	
	Gravelly Spot		Local Roads	
	Landfill	Background		Aerial Photography
	Lava Flow			
	Marsh or swamp			
	Mine or Quarry			
	Miscellaneous Water			
	Perennial Water			
	Rock Outcrop			
	Saline Spot			
	Sandy Spot			
	Severely Eroded Spot			
	Sinkhole			
	Slide or Slip			
	Sodic Spot			

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Worcester County, Massachusetts,
Northeastern Part
Survey Area Data: Version 14, Sep 13, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 12, 2019—Sep 29, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Water	0.6	7.4%
6A	Scarboro mucky fine sandy loam, 0 to 3 percent slopes	0.4	4.2%
102C	Chatfield-Hollis-Rock outcrop complex, 0 to 15 percent slopes	1.3	14.9%
245B	Hinckley loamy sand, 3 to 8 percent slopes	4.0	45.8%
249A	Deerfield loamy fine sand, 0 to 3 percent slopes	2.4	27.7%
Totals for Area of Interest		8.7	100.0%

Exhibit J

Site Plans

BOLTON, MA
THE WOODS AT FARM ROAD



2014 ORTHOPHOTO LOCUS

[illegible]

ELIZABETH
60 WEST 41 ST. 2ND
FL. NEW YORK, N.Y. 10018
646-240-0000

EDD. RICHARDS
600 WEST 192 ST. 7TH
FL. NEW YORK, N.Y. 10011
646-240-0000

ELIZABETH
60 WEST 41 ST. 2ND
FL. NEW YORK, N.Y. 10018
646-240-0000

EDD. RICHARDS
600 WEST 192 ST. 7TH
FL. NEW YORK, N.Y. 10011
646-240-0000

	REG
MN 17 A-1A	30.00
MN 17 B-1A	2.96
MN 18 A-1A	16.7
MN 18 B-1A	3.7
MN 19 A-1A	1.7
MN 19 B-1A	0.5

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DATE:	2/4/2020
RECEIVED BY:	FIELD
ISSUED BY:	WSP
DATE ISSUED BY:	2/4/2020



SCALE

CONCENTRATION: 10.0% (W/V) IN DMSO-D₆ @ 25°C. 1D: 250 MHz, 2D: 250 MHz, 300 MHz, 400 MHz

GRANTOR	THE WOODS AT FARM ROAD, LLC 26 CENTRAL AVENUE #1 NANTON, MASSACHUSETTS
APPLICANT	THE WOODS AT FARM ROAD, LLC 26 CENTRAL AVENUE #1 NANTON, MASSACHUSETTS

INSURED 4th

DUCHARME & DILLIS

Civil Design Group, Inc.

CIVIL ENGINEERING • LAND SURVEYING • WETLAND CONSULTANTS

1072 MAIN STREET, P.O. BOX 426
DOVER, MASSACHUSETTS 01929
PHONE: (617) 779-1481 FAX: (617) 779-1560
TELETYPE: (617) 779-1560

LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
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	1 3/4\"		2\"
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	97 1/4\"		97 1/2\"
	97 3/4\"		98\"
	98 1/4\"		98 1/2\"
	98 3/4\"		99\"
	99 1/4\"		99 1/2\"

GENERAL NOTES:

1. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
2. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
3. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
4. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
5. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
6. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
7. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
8. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
9. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.
10. THE INFORMATION CONTAINED HEREIN IS FOR THE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.



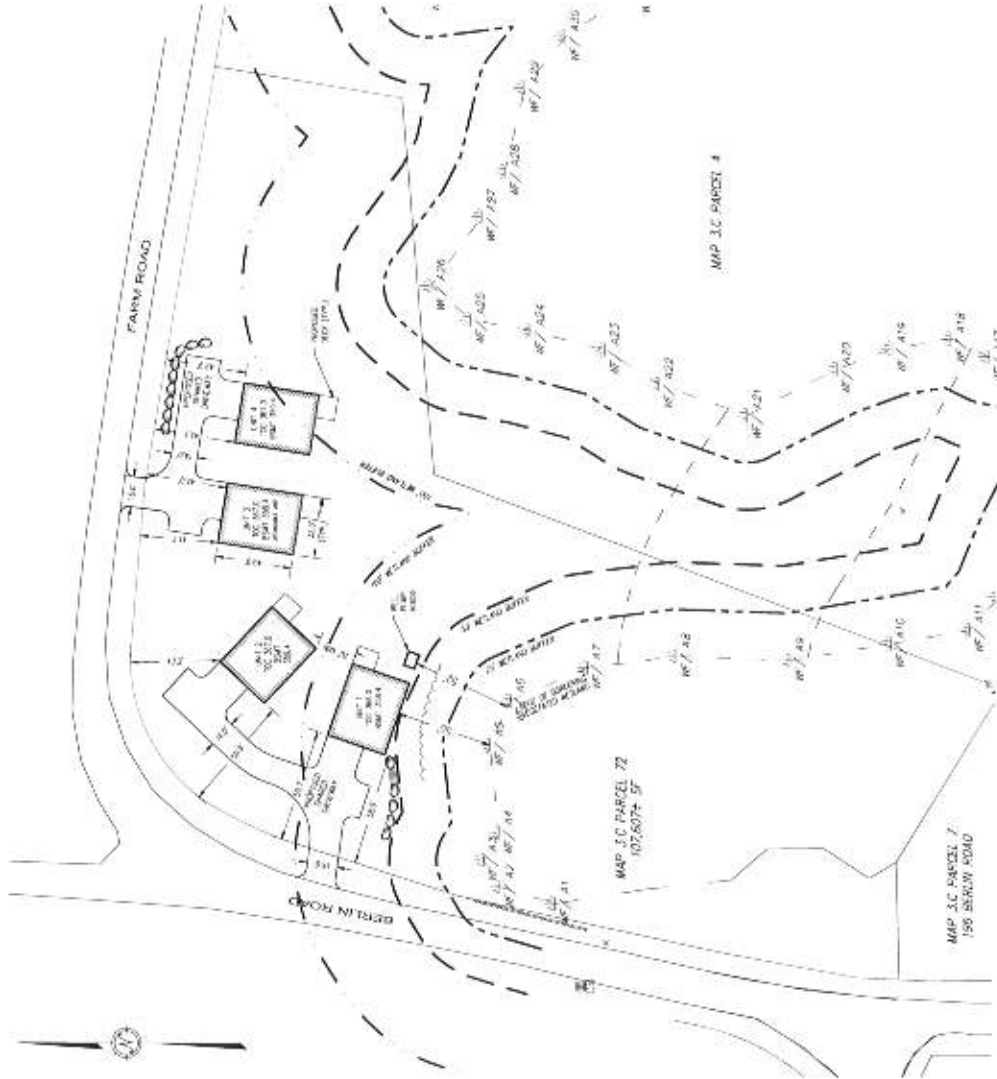
<p>THE WOODS AT FARM ROAD, LLC 15 CENTRAL AVENUE NEWTON, MASSACHUSETTS</p> <p>THE WOODS AT FARM ROAD, LLC 15 CENTRAL AVENUE NEWTON, MASSACHUSETTS</p>	<p>DATE: 2/4/2020</p> <p>DESIGN BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 2/4/2020</p>	<p>DATE: 2/4/2020</p> <p>DESIGN BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 2/4/2020</p>	<p>DATE: 2/4/2020</p> <p>DESIGN BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>DATE: 2/4/2020</p>
	<p>SCALE: 1" = 100'</p> <p>1" = 100'</p> <p>1" = 100'</p> <p>1" = 100'</p>	<p>SCALE: 1" = 100'</p> <p>1" = 100'</p> <p>1" = 100'</p> <p>1" = 100'</p>	<p>SCALE: 1" = 100'</p> <p>1" = 100'</p> <p>1" = 100'</p> <p>1" = 100'</p>

LOT AREA CALCULATIONS:

TOTAL LOT AREA: 3.17 ACRES (138,881 SF)
 LESS: 1.00 ACRES (43,560 SF)
 NET LOT AREA: 2.17 ACRES (95,321 SF)

PARKING TABLE:

DATE: 12/20/20	REVISION: 02/23/21	PROJECT: 1007232
DESIGNED BY: J. WOODS	DRAWN BY: J. WOODS	CHECKED BY: J. WOODS
SCALE: 1" = 20'	DATE: 12/20/20	PROJECT: 1007232



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 Civil Design Group, Inc.
 CIVIL ENGINEERS - LAND SURVEYORS - WETLAND CONSULTANTS
 1001 MAIN STREET, 100, SUITE 100
 BOSTON, MASSACHUSETTS 02111
 PHONE: (617) 778-1000 FAX: (617) 778-1001
 WWW.DUCHARMEANDDILLIS.COM

OWNER:
 THE WOODS AT FARM ROAD, LLC
 100 CENTRE STREET, 100
 BOSTON, MASSACHUSETTS 02111
 PROJECT:
 THE WOODS AT FARM ROAD, LLC
 100 CENTRE STREET, 100
 BOSTON, MASSACHUSETTS 02111



DATE: 12/20/20
 DESIGNED BY: J. WOODS
 DRAWN BY: J. WOODS
 CHECKED BY: J. WOODS

LAYOUT & MATERIAL PLAN
 THE WOODS AT FARM ROAD
 BOSTON, MASSACHUSETTS
 PROJECT: 1007232
 DATE: 12/20/20

JOB NO: 1007232
 DRAWING NO: 1007232-1007
 SHEET NO: C2.0

NOTES/REFERENCES:

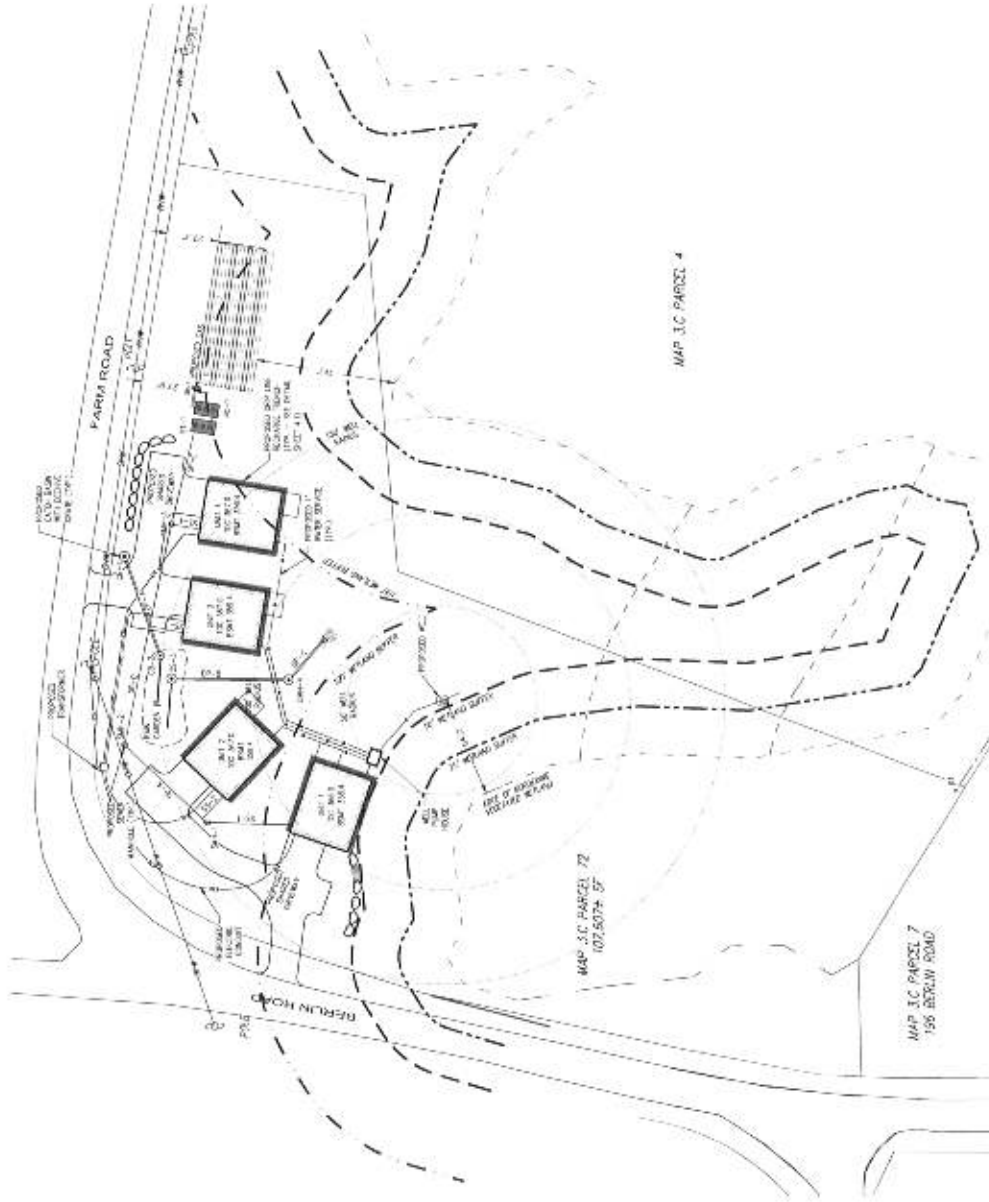
1. SEE SHEET 101 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
2. SEE SHEET 102 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
3. SEE SHEET 103 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
4. SEE SHEET 104 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
5. SEE SHEET 105 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
6. SEE SHEET 106 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
7. SEE SHEET 107 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
8. SEE SHEET 108 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
9. SEE SHEET 109 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.
10. SEE SHEET 110 FOR GENERAL NOTES, NOTES, LEGEND, AND NOTES TO THE USER.

SEWER STRUCTURE SCHEDULE:

STRUCTURE	SIZE	DEPTH	LOCATION
1	36" DIA.	4.0'	SEE SHEET 101
2	36" DIA.	4.0'	SEE SHEET 102
3	36" DIA.	4.0'	SEE SHEET 103
4	36" DIA.	4.0'	SEE SHEET 104
5	36" DIA.	4.0'	SEE SHEET 105
6	36" DIA.	4.0'	SEE SHEET 106
7	36" DIA.	4.0'	SEE SHEET 107
8	36" DIA.	4.0'	SEE SHEET 108
9	36" DIA.	4.0'	SEE SHEET 109
10	36" DIA.	4.0'	SEE SHEET 110

SEWER PIPE SCHEDULE:

PIPE	SIZE	DEPTH	LOCATION
1	36" DIA.	4.0'	SEE SHEET 101
2	36" DIA.	4.0'	SEE SHEET 102
3	36" DIA.	4.0'	SEE SHEET 103
4	36" DIA.	4.0'	SEE SHEET 104
5	36" DIA.	4.0'	SEE SHEET 105
6	36" DIA.	4.0'	SEE SHEET 106
7	36" DIA.	4.0'	SEE SHEET 107
8	36" DIA.	4.0'	SEE SHEET 108
9	36" DIA.	4.0'	SEE SHEET 109
10	36" DIA.	4.0'	SEE SHEET 110



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DARTMOUTH, MASSACHUSETTS 01928
PHONE: (508) 778-5555 FAX: (508) 778-5555
WWW.DUCHARMEANDDILLIS.COM

OWNER:
THE WOODS AT FARM ROAD, LLC
156 BURLING ROAD
DARTMOUTH, MASSACHUSETTS 01928

APPLICANT:
THE WOODS AT FARM ROAD, LLC
156 BURLING ROAD
DARTMOUTH, MASSACHUSETTS 01928

SCALE
1" = 100'
0 10 20 30 40 50 60 70 80 90 100
FOOT

CONTOUR INTERVAL: 5 FEET
ELEVATION: 100.00

DATE: 1/1/2020
DESIGN BY: P.M.
DRAWN BY: J.P.
CHECKED BY: J.P.

UTILITIES PLAN
THE WOODS AT FARM ROAD, LLC
DARTMOUTH, MASSACHUSETTS 01928

PROJECT NO.: C3.0

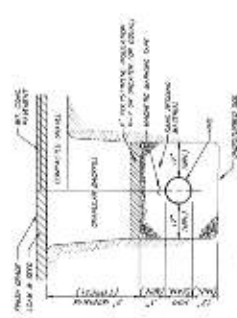
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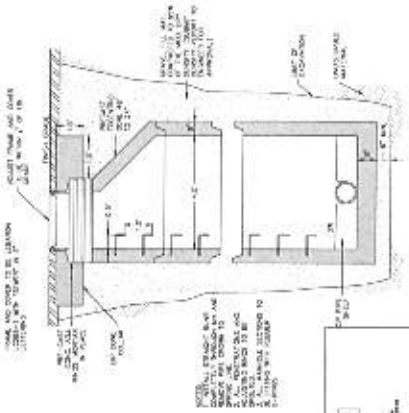
WATER MAIN IN TRENCH DETAIL
NOT TO SCALE



WATERLINE INSULATION
NOT TO SCALE

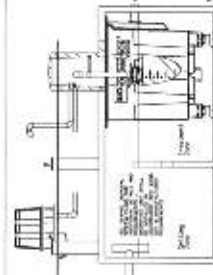


FORCE MAIN INSULATION
NOT TO SCALE

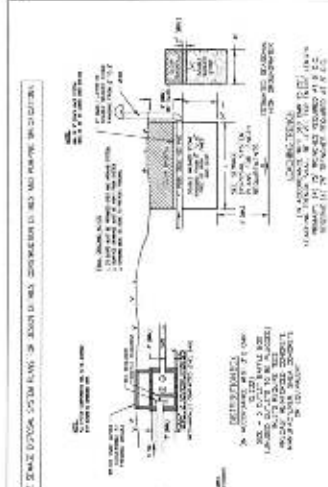


SEWER MANHOLE DETAIL
NOT TO SCALE

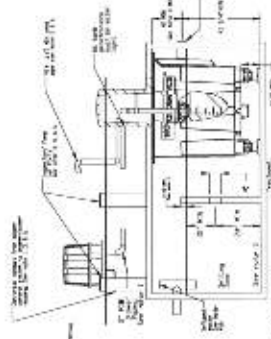
SEWAGE DISPOSAL CALCULATIONS
 1. DETERMINE THE REQUIRED TRENCH WIDTH BASED ON THE TRENCH COVER AND THE TRENCH BEDDING. THE TRENCH WIDTH SHALL BE THE TRENCH COVER WIDTH PLUS THE TRENCH BEDDING WIDTH.
 2. DETERMINE THE REQUIRED TRENCH DEPTH BASED ON THE TRENCH COVER AND THE TRENCH BEDDING. THE TRENCH DEPTH SHALL BE THE TRENCH COVER DEPTH PLUS THE TRENCH BEDDING DEPTH.
 3. DETERMINE THE REQUIRED TRENCH VOLUME BASED ON THE TRENCH WIDTH AND THE TRENCH DEPTH. THE TRENCH VOLUME SHALL BE THE TRENCH WIDTH TIMES THE TRENCH DEPTH TIMES THE TRENCH LENGTH.
 4. DETERMINE THE REQUIRED TRENCH FILL VOLUME BASED ON THE TRENCH VOLUME AND THE TRENCH BEDDING. THE TRENCH FILL VOLUME SHALL BE THE TRENCH VOLUME MINUS THE TRENCH BEDDING VOLUME.
 5. DETERMINE THE REQUIRED TRENCH FILL MATERIAL BASED ON THE TRENCH FILL VOLUME AND THE TRENCH BEDDING. THE TRENCH FILL MATERIAL SHALL BE THE TRENCH FILL VOLUME TIMES THE TRENCH BEDDING MATERIAL DENSITY.



SYSTEM PROFILE
NOT TO SCALE



MITROGEN TREATMENT NOTES:
 1. THE MITROGEN TREATMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE MITROGEN TREATMENT SPECIFICATIONS.
 2. THE MITROGEN TREATMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE MITROGEN TREATMENT SPECIFICATIONS.
 3. THE MITROGEN TREATMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE MITROGEN TREATMENT SPECIFICATIONS.



TYPICAL MICROFAST DETAIL
NOT TO SCALE

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

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 WWW.DUCHARMEANDDILLIS.COM

UTILITY DETAIL PLAN
 THE WOODS AT FARM ROAD, LLC
 BOLTON, MASSACHUSETTS
 DATE: 11/1/2020
 DESIGN BY: JMD
 DRAWN BY: JMD
 CHECKED BY: JMD
 SCALE: 1"=10'

C3.1
 SHEET NO.
 DRAWING NO.
 DATE: 11/1/2020

NOTES/REFERENCES

A. GENERAL NOTES:

1. SEE SHEET 2 FOR SPECIAL NOTES, LEGEND AND DIMENSIONS APPROPRIATE TO THIS SHEET.

UTILITY/GRADING NOTES:

1. CONTOUR INTERVAL SHALL BE 10 FEET UNLESS OTHERWISE NOTED.
2. CONTOUR INTERVAL SHALL BE 10 FEET UNLESS OTHERWISE NOTED.
3. CONTOUR INTERVAL SHALL BE 10 FEET UNLESS OTHERWISE NOTED.
4. CONTOUR INTERVAL SHALL BE 10 FEET UNLESS OTHERWISE NOTED.
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9. CONTOUR INTERVAL SHALL BE 10 FEET UNLESS OTHERWISE NOTED.
10. CONTOUR INTERVAL SHALL BE 10 FEET UNLESS OTHERWISE NOTED.

DRAINAGE STRUCTURE SCHEDULE:

STRUCTURE	SIZE	INVERT ELEVATION	SPACING
1. 18" DIA. MANHOLE	18"	102.500	100'
2. 24" DIA. MANHOLE	24"	102.500	100'
3. 30" DIA. MANHOLE	30"	102.500	100'
4. 36" DIA. MANHOLE	36"	102.500	100'
5. 42" DIA. MANHOLE	42"	102.500	100'
6. 48" DIA. MANHOLE	48"	102.500	100'
7. 54" DIA. MANHOLE	54"	102.500	100'
8. 60" DIA. MANHOLE	60"	102.500	100'
9. 66" DIA. MANHOLE	66"	102.500	100'
10. 72" DIA. MANHOLE	72"	102.500	100'

DRAINAGE PIPE SCHEDULE:

PIPE SIZE	PIPE TYPE	PIPE SLOPE	PIPE LENGTH
1. 18"	18"	0.01	100'
2. 24"	24"	0.01	100'
3. 30"	30"	0.01	100'
4. 36"	36"	0.01	100'
5. 42"	42"	0.01	100'
6. 48"	48"	0.01	100'
7. 54"	54"	0.01	100'
8. 60"	60"	0.01	100'
9. 66"	66"	0.01	100'
10. 72"	72"	0.01	100'



SCALE: 1" = 30'

DATE	2/1/2020
DESIGN BY	MM
DRAWN BY	MM
CHECKED BY	MM

NO.	DATE	DESCRIPTION
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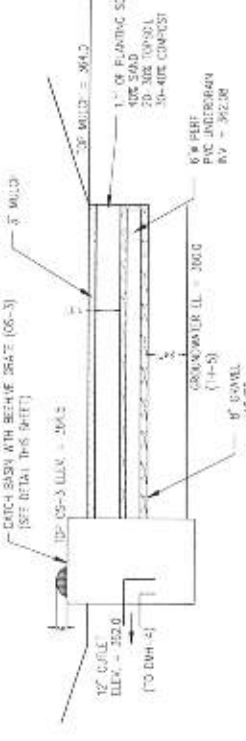
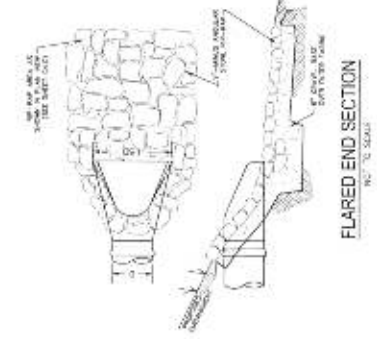
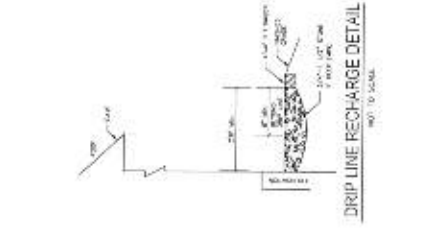
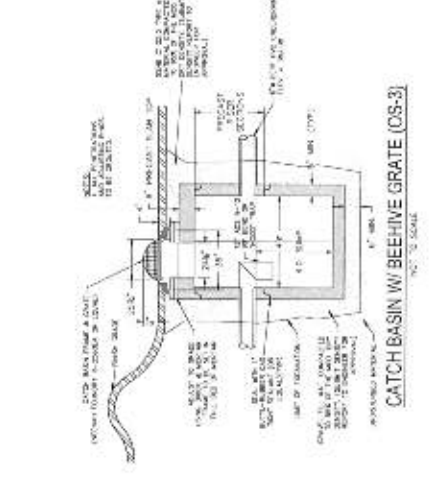
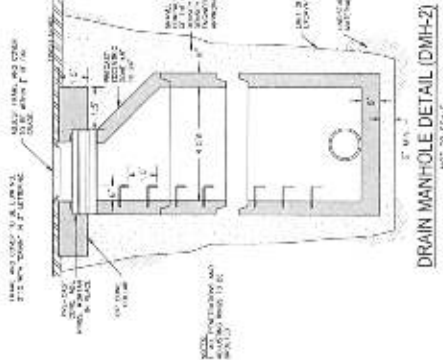
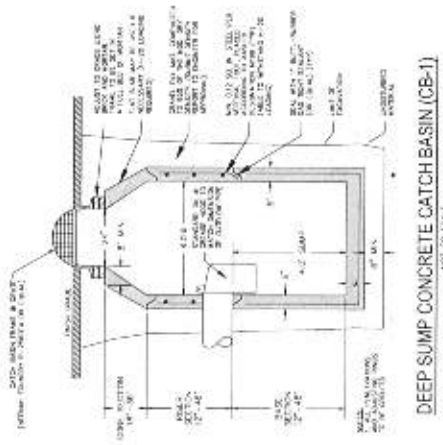
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NO.	DATE	DESCRIPTION
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BOSTON, MASSACHUSETTS 02118
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FAX: (617) 739-1101
WWW.DUCHARMEANDDILLIS.COM

C4.0



DUCHARME & DILLIS
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WWW.DUCHARMEANDDILLIS.COM

OWNER
THE WOODS AT FARM ROAD, LLC
1375 MAIN STREET, SUITE 200, NEWTON, MASSACHUSETTS 02459

ARCHITECT
THE WOODS AT FARM ROAD, LLC
1375 MAIN STREET, SUITE 200, NEWTON, MASSACHUSETTS 02459

SCALE
0 10 20 30 40 50
1" = 20'-0"

CERTIFICATE OF RECORDING & RECORDING FEE
RECORDING FEE: \$100.00
RECORDING FEE: \$100.00

MASSACHUSETTS
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRATION DATE: 12/31/2025

DATE
2/1/2025

TIME
10:00 AM

DATE
2/1/2025

TIME
10:00 AM

DATE
2/1/2025

TIME
10:00 AM

PROJECT NO.
0001

PROJECT NO.
0001

PROJECT NO.
0001

ISSUED FOR PERMIT - NOT FOR CONSTRUCTION

MANAGEMENT STRATEGIES

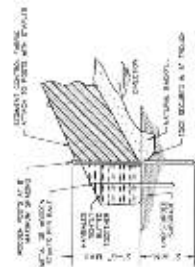
- MANAGEMENT / PERFORMANCE

A MONTHLY JOURNAL OF PERSONALITY STATISTICS

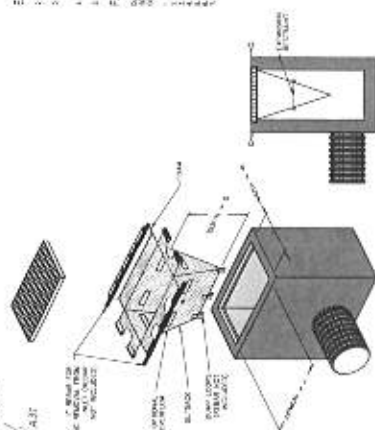
- 1992). As a result, the use of the term "cognitive" is not as straightforward as it might seem. For example, the term "cognitive" is used in a number of different ways in the literature. It can refer to the mental processes involved in learning, to the mental structures that are formed, or to the mental states that are activated. In this paper, we will use the term "cognitive" to refer to the mental processes involved in learning.

TELEPHONE: 01452 850100

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SILTATION BARRIER



SILT SACK



TEMP. CONSTRUCTION ENTRANCE DETAIL



MP 3C P40v31 4

UAF IC PAGE 72

MAP 3C PARCEL 7

800 FIVE POINT - 407 FIVE SEVEN EIGHT CH

EROSION & SEDIMENTATION CONTROL PLAN

THE WOODS AT FARM ROAD
BOLTON, MASSACHUSETTS

NO.	DATE	DESCRIPTION	BY
			SHEET NO.
			C5.0

1013

DATE	FORM
------	------

Page	
of 10	



0.000000

Level of Agreement	Percentage
Strongly agree	75%
Agree	15%
Disagree	5%
Strongly disagree	2%
Don't know	3%

1997

26 CENTRAL AVENUE
NEWTON, MASSACHUSETTS

THE WOODS AT FARM ROAD, LLC
26 CENTRAL AVENUE #1
NEWTON, MASSACHUSETTS

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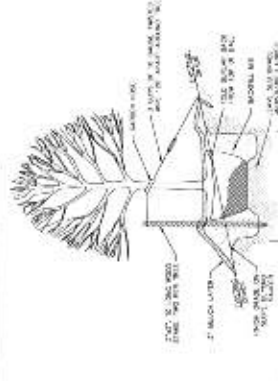
DUCHARME & DILLIS

Civil Design Group, Inc.
OUR ENGINEERS, LAND SURVEYORS, UTILITY AND CONSULTANTS
1000 MAIN STREET, P.O. BOX 428
ROCKY HILL, CONNECTICUT 06067
TEL: (860) 366-1100 FAX: (860) 366-1101
WWW.CIVILDESIGNGROUP.COM

MAP 1.C PARCEL 5
156 BERLIN ROAD



ITEM	QUANTITY	UNIT	PRICE	TOTAL
1. 12" DIA. 10' TALL	1	EA	100.00	100.00
2. 12" DIA. 10' TALL	1	EA	100.00	100.00
3. 12" DIA. 10' TALL	1	EA	100.00	100.00
4. 12" DIA. 10' TALL	1	EA	100.00	100.00
5. 12" DIA. 10' TALL	1	EA	100.00	100.00
6. 12" DIA. 10' TALL	1	EA	100.00	100.00
7. 12" DIA. 10' TALL	1	EA	100.00	100.00
8. 12" DIA. 10' TALL	1	EA	100.00	100.00
9. 12" DIA. 10' TALL	1	EA	100.00	100.00
10. 12" DIA. 10' TALL	1	EA	100.00	100.00



TREE PLANTING DETAIL
NOT TO SCALE



SHRUB PLANTING DETAIL
NOT TO SCALE

RAIN GARDEN PLANTING SCHEDULE:

ITEM	QUANTITY	UNIT	PRICE	TOTAL
1. 12" DIA. 10' TALL	1	EA	100.00	100.00
2. 12" DIA. 10' TALL	1	EA	100.00	100.00
3. 12" DIA. 10' TALL	1	EA	100.00	100.00
4. 12" DIA. 10' TALL	1	EA	100.00	100.00
5. 12" DIA. 10' TALL	1	EA	100.00	100.00
6. 12" DIA. 10' TALL	1	EA	100.00	100.00
7. 12" DIA. 10' TALL	1	EA	100.00	100.00
8. 12" DIA. 10' TALL	1	EA	100.00	100.00
9. 12" DIA. 10' TALL	1	EA	100.00	100.00
10. 12" DIA. 10' TALL	1	EA	100.00	100.00

LANDSCAPE NOTES:

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.
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10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL LANDSCAPE ARCHITECTS ASSOCIATION (NLA) PRACTICE MANUAL.

NOTES/REFERENCES:

1. GENERAL NOTES
2. LANDSCAPE NOTES
3. LIGHTING NOTES
4. PLANTING NOTES
5. PLANTING NOTES
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HARTFORD, CONNECTICUT 06103

PROJECT: THE WOODS AT FARM ROAD, LLC
33 CENTRAL AVENUE #1
HARTFORD, CONNECTICUT 06103

DATE: 1/14/2020
DESIGN BY: JLD
CHECKED BY: JLD
DRAWN BY: JLD

SCALE: 1" = 40' 0"

1" = 40' 0"

1" = 40' 0"

PROJECT: THE WOODS AT FARM ROAD, LLC
33 CENTRAL AVENUE #1
HARTFORD, CONNECTICUT 06103

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PROJECT: THE WOODS AT FARM ROAD, LLC
33 CENTRAL AVENUE #1
HARTFORD, CONNECTICUT 06103

DATE: 1/14/2020
DESIGN BY: JLD
CHECKED BY: JLD
DRAWN BY: JLD

Exhibit K

Architectural Drawings







Exhibit L

Drainage Calculations

2/24/2020

#6047

The Woods at Farm Road
Farm Road (M:3.C P:72)
Bolton, MA

Stormwater Management Memorandum

The Woods at Farm Road, located on Berlin Road and Farm Road in Bolton, Massachusetts, is a proposed development on approximately 2.47 +/- acres of land, which will consist of four (4) single family three (3) bedroom units. (The "Development"). The Development consists of one (1) affordable unit as well as three (3) market rate units.

Existing Conditions

The subject site is located on the corner of Berlin Road and Farm Road in Bolton, Massachusetts. The parcel is mapped as Bolton Tax Map 3.C, Parcel 72 and contains approximately 2.47 +/- acres land. The site is zoned Residential and currently contains two outbuildings in the western portion of the property. The property is maintained as a field and a portion of the property contains a bordering vegetated wetland subject to an Order of Resource Area Delineation under DEP 112-0679.

The topography of the site slopes from a high point near the Berlin Road and Farm Road intersection towards the southerly property boundary. The site is abutted by Berlin Road and Farm Road to the north and west, a residential property to the south, and undeveloped field and wooded areas to the east and southeast. Approximately 90% of the upland portion of the property is a field with wooded areas near the edge of the bordering vegetated wetland. The highest elevation on the site exists in the northwest corner of the property and is approximately 367 feet (NAD 1988) and the lowest elevation on the site exists along the southerly property line and is approximately 352 feet (NAD 1988).

The Natural Resources Conservation Service (NRCS) Soil survey of Worcester County, Massachusetts defines the soils on the Development area as primarily Hinckley Loamy Sand and Deerfield Loamy Sand, both with an associated hydrologic soil group of "A". Soils with this classification are known for having high infiltration rates and are well-drained. On-Site soil testing confirmed this classification.

Soil testing was performed on the site under the supervision of the Bolton Board of Health in December of 2018. The tests were performed to determine the suitability of the soil for an onsite sewage disposal system. The tests revealed that the soils consist of a mixture of sand and gravel with groundwater observed between 4-feet and 5.5-feet below grade.

Proposed Conditions

The proposed stormwater management system has been designed to adequately handle the additional flow from the proposed impervious areas. 310 CMR 10.05(6)(1) states that the Stormwater Management Standards shall not apply to the development, as it is a development of four (4) or fewer units that does not discharge to critical areas. Although the standards do not apply, care has been taken to design the stormwater system in a manner that handles flows associated with the 100-year design storm.

A Rain Garden is proposed to mitigate runoff, promote groundwater recharge, and provide TSS removal. A deep sump hooded catch basin will capture a portion of the runoff associated with the driveway and guide the stormwater into the rain garden. The Rain Garden will provide TSS removal before discharging to the rear of the property. The runoff captured by the Rain Garden will infiltrate through the soil media which will act as a filter, removing TSS, nitrogen, and phosphorous.

A catch basin with a beehive grate will act as an outlet structure for the rain garden in the event that the inflow of stormwater is greater than the capacity of the rain garden. The outlet of the catch basin will direct any excess water to a yard drain behind the units, which will then route stormwater to a grassed swale behind Units 3&4.

A total of 93% TSS removal is provided through the proposed drainage system. The Massachusetts Stormwater Handbook states that a Deep Sump and Hooded Catch Basin provides a TSS removal rate of 25%. A Rain Garden provides 90% TSS Removal, and when in the same treatment train as the Deep Sump Hooded Catch Basin, provides the total of 93% TSS Removal. This exceeds the requirement of the Massachusetts Stormwater Standards, which requires 80% TSS removal

Drip line recharge trenches have been provided around the perimeter of each unit to capture any stormwater runoff associated with the roof. These trenches will provide both recharge and infiltration of stormwater, capturing approximately 50% of the sites total impervious area.

A table comparing Pre-Developed and Post-Developed runoff flows is included below. While there is a minor increase in runoff post-development, this minor increase will not have adverse effects on the parcel nor on the abutting properties.

	Pre-Developed	Post-Developed	Delta
Design Point "A"			
2-Year	0.23 cfs	0.41 cfs	+0.18 cfs
10-Year	0.74 cfs	0.82 cfs	+0.08 cfs
25-Year	1.04 cfs	1.06 cfs	+0.02 cfs
100-Year	2.76 cfs	2.61 cfs	-0.15 cfs

Drainage Area Maps and Runoff Calculations are included in Attachment 'A'.

Conclusion

While the proposed project is not required to meet stormwater regulations as defined in 310 CMR 10.05(6)(1), the above discussed features have been provided to adequately provide peak rate reduction, TSS removal, and groundwater recharge. The stormwater system has been designed to work cohesively and aesthetically with the proposed development and provides minimal site disturbance.

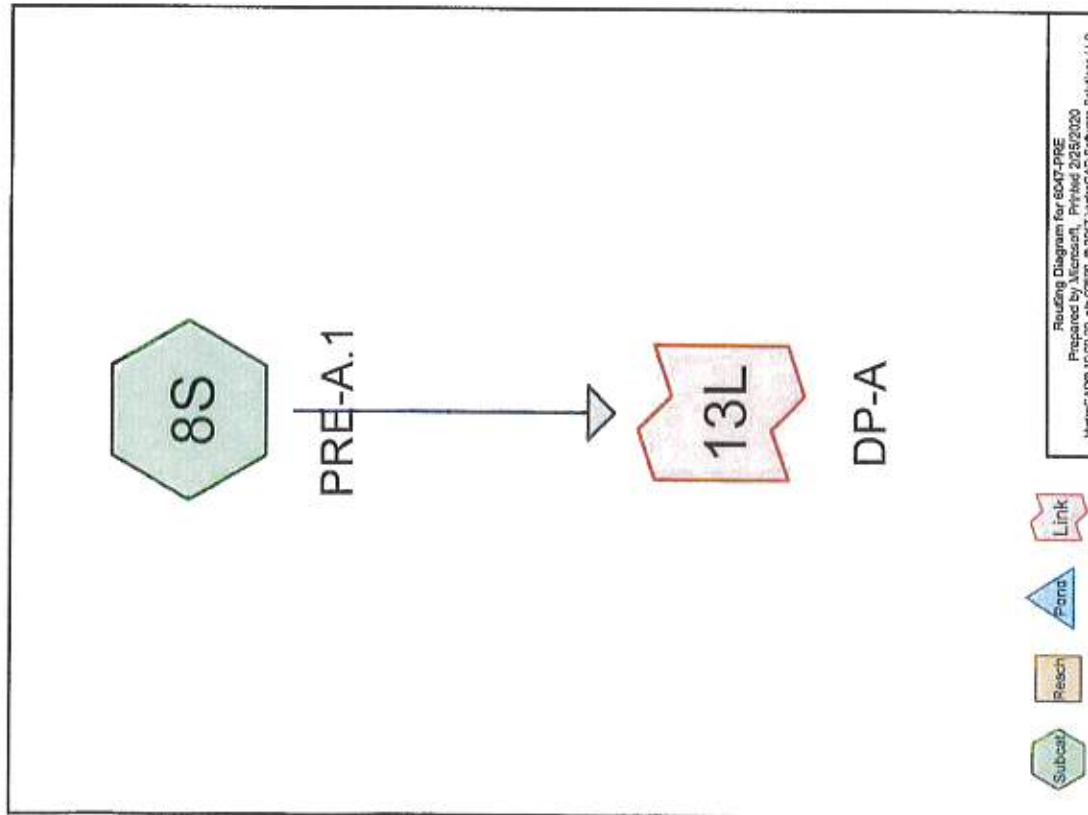
Attachment A

Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 8S: PRE-A.1
 Runoff Area=139.613 sf 0.54% Impervious Runoff Depth=0.09"
 Flow Length=381' Tcr=7.4 min CN=WQ Runoff=0.23 cfs 0.025 af

Link 13L: DP-A
 Inflow=0.23 cfs 0.025 af
 Primary=0.23 cfs 0.025 af

Total Runoff Area = 3.205 ac Runoff Volume = 0.025 af Average Runoff Depth = 0.09"
 99.46% Pervious = 3.188 ac 0.54% Impervious = 0.017 ac



Summary for Subcatchment 8S: PRE-A.1

Runoff = 0.23 cfs @ 12.14 hrs, Volume= 0.025 af, Depth= 0.09"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Type III 24-hr 2-yr Rainfall=2.95"

Area (sf)	CN	Description
115,244	39	>75% Grass cover, Good, HSG A
20,306	61	>75% Grass cover, Good, HSG B
3,307	80	>75% Grass cover, Good, HSG D
588	98	Roofs, HSG A
168	98	Roofs, HSG B
139,613		Weighted Average
135,857		99.46% Pervious Area
756		0.54% Impervious Area

To (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	50	0.0700	0.24		Sheet Flow, Grass: Short r= 0.150 P2= 3.05"
3.9	331	0.0410	1.42		Shallow Concentrated Flow, Short Grass Pasture Ky= 7.0 fps
7.4	381	Total			

Summary for Link 13L: DP-A

Inflow Area = 3.205 ac, 0.54% Impervious, Inflow Depth = 0.08" for 2-yr event
 Inflow = 0.23 cfs @ 12.14 hrs, Volume= 0.025 af
 Primary = 0.23 cfs @ 12.14 hrs, Volume= 0.025 af, Atten= 0%, Lag= 0.0 min
 Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 8S: PRE-A.1
 Runoff Area=139,613 sf 0.54% Impervious Runoff Depth=0.32"
 Flow Length=381' Tc=7.4 min CN=WQ Runoff=0.74 cfs 0.085 af

Link 13L: DP-A

Total Runoff Area = 3.205 ac, Runoff Volume = 0.085 af Average Runoff Depth = 0.32"
 99.46% Pervious = 3.188 ac 0.54% Impervious = 0.017 ac

Inflow=0.74 cfs 0.085 af
 Primary=0.74 cfs 0.085 af

Summary for Subcatchment 8S: PRE-A.1

Runoff = 0.74 cfs @ 12.12 hrs, Volume= 0.085 af, Depth= 0.32"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Type III 24-hr 10-yr Rainfall=4.45"

Area (af)	CN	Description
115.244	39	>75% Grass cover, Good, HSG A
20.306	61	>75% Grass cover, Good, HSG B
3.307	80	>75% Grass cover, Good, HSG D
588	98	Roofs, HSG A
188	98	Roofs, HSG B
139.613		Weighted Average
138.857		99.46% Pervious Area
756		0.54% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	50	0.0700	0.24		Sheet Flow, Grass: Short, n= 0.150 P2= 3.05"
3.9	331	0.0410	1.42		Shallow Concentrated Flow, Short Grass Pasture K _v = 7.0 fbs
7.4	381	Total			

Summary for Link 13L: DP-A

Inflow Area = 3.205 ac, 0.54% Impervious, Inflow Depth = 0.32" for 10-yr event
 Inflow = 0.74 cfs @ 12.12 hrs, Volume= 0.085 af
 Primary = 0.74 cfs @ 12.12 hrs, Volume= 0.085 af, Atten= 0%, Lag= 0.0 min
 Primary outflow = inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 8S: PRE-A.1
 Runoff Area=139.613 af 0.54% Impervious Runoff Depth=0.52"
 Flow Length=381' Tc=7.4 min CN=98 Runoff=1.04 cfs 0.138 af

Link 13L: DP-A

Inflow=1.04 cfs 0.138 af
 Primary=1.04 cfs 0.138 af

Total Runoff Area = 3.205 ac Runoff Volume = 0.138 af Average Runoff Depth = 0.52"
 99.46% Pervious = 3.188 ac 0.54% Impervious = 0.017 ac

Summary for Subcatchment 8S: PRE-A.1

Runoff = 1.04 cfs @ 12.11 hrs, Volume= 0.138 af, Depth= 0.52"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Type III 24-hr 25-yr Rainfall=5.20"

Area (sf)	CN	Description
115,244	39	>75% Grass cover, Good, HSG A
20,306	61	>75% Grass cover, Good, HSG B
3,307	80	>75% Grass cover, Good, HSG D
588	98	Roofs, HSG A
168	98	Roofs, HSG B
139,613		Weighted Average
138,657		99.46% Pervious Area
756		0.54% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	50	0.0700	0.24		Sheet Flow, Grass: Short n= 0.150 P2= 3.05"
3.9	331	0.0410	1.42		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
7.4	381	Total			

Summary for Link 13L: DP-A

Inflow Area = 3.205 ac, 0.54% Impervious, Inflow Depth = 0.52" for 25-yr event
 Inflow = 1.04 cfs @ 12.11 hrs, Volume= 0.138 af
 Primary = 1.04 cfs @ 12.11 hrs, Volume= 0.138 af, Atten= 0%, Lag= 0.0 min
 Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

Time span= 0.00-72.00 hrs, dt= 0.05 hrs, 1441 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q
 Reach routing by Star-Ind+Trans method - Pond routing by Star-Ind method

Subcatchment 8S: PRE-A.1
 Runoff Area= 139,613 sf 0.54% Impervious Runoff Depth= 1.17"
 Flow Length= 381' Tc= 7.4 min CN= WQ Runoff= 2.76 cfs 0.314 af

Link 13L: DP-A

Inflow= 2.76 cfs 0.314 af
 Primary= 2.76 cfs 0.314 af

Total Runoff Area = 3.205 ac Runoff Volume = 0.314 af Average Runoff Depth = 1.17"
 99.46% Pervious = 3.188 ac 0.54% Impervious = 0.017 ac

Summary for Subcatchment 8S: PRE-A.1

Runoff = 2.76 cfs @ 12.14 hrs, Volume= 0.314 af, Depth= 1.17"
 Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Type III 24-hr 100-yr Rainfall=7.00"

Area (sf)	CN	Description
115,244	39	>75% Grass cover, Good, HSG A
20,306	61	>75% Grass cover, Good, HSG B
3,307	80	>75% Grass cover, Good, HSG D
588	98	Roofs, HSG A
168	98	Roofs, HSG B
135,613		Weighted Average
138,857		99.48% Pervious Area
756		0.54% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	50	0.0700	0.24		Sheet Flow, Grass, Short P= 0.150 P2= 3.05"
3.9	331	0.0410	1.42		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
7.4	381	Total			

Summary for Link 13L: DP-A

Inflow Area = 3.205 ac, 0.54% Impervious, Inflow Depth = 1.17" for 100-yr event
 Inflow = 2.76 cfs @ 12.14 hrs, Volume= 0.314 af
 Primary = 2.76 cfs @ 12.14 hrs, Volume= 0.314 af, Atten= 0%, Lag= 0.0 min
 Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

6047-POST

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Type III 24-hr 2-yr Rainfall=2.95"

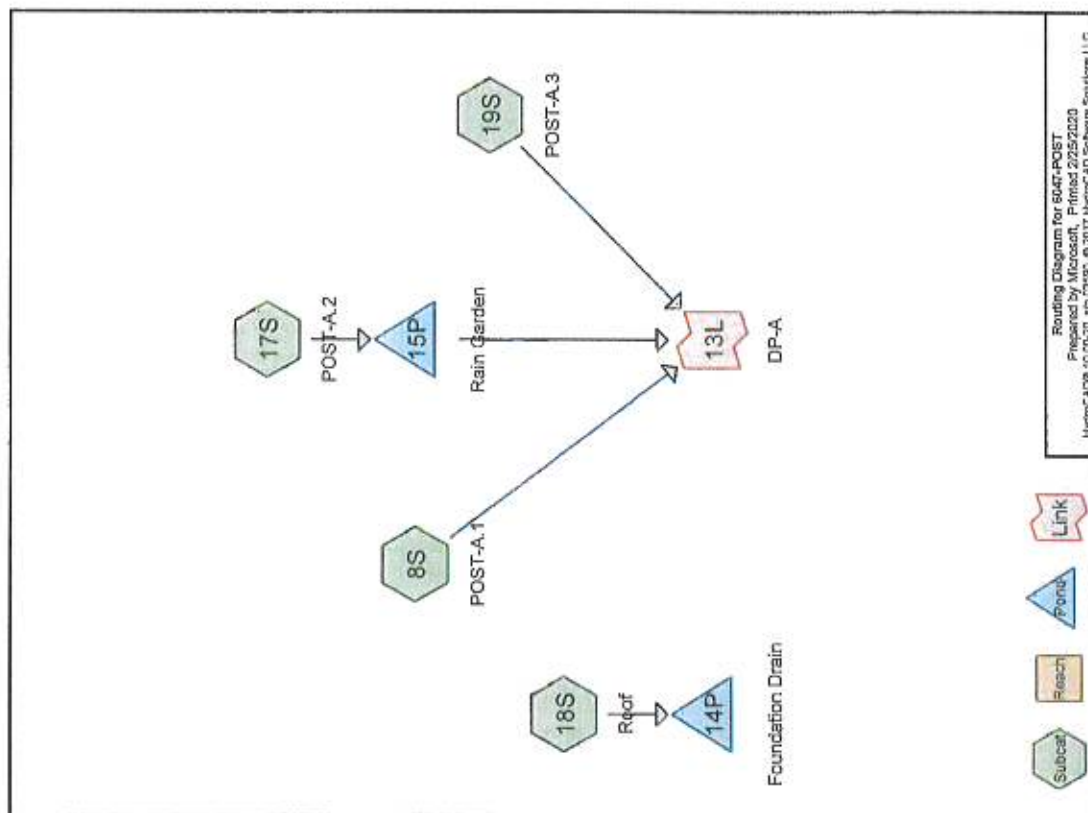
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Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points
Runoff by SCS TR-20 method, U=SCS, Weighted-Q
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 8S: POST-A.1	Runoff Area=16.541 af 3.01% Impervious Runoff Depth=0.13" Tc=6.0 min CN=WQ Runoff=0.33 cfs 0.028 af
Subcatchment 17S: POST-A.2	Runoff Area=7.024 af 23.19% Impervious Runoff Depth=0.90" Tc=8.0 min CN=WQ Runoff=0.13 cfs 0.012 af
Subcatchment 18S: Roof	Runoff Area=1.280 af 100.00% Impervious Runoff Depth=2.72" Flow Length=381' Tc=7.4 min CN=98 Runoff=0.08 cfs 0.007 af
Subcatchment 19S: POST-A.3	Runoff Area=10.873 af 7.80% Impervious Runoff Depth=0.36" Tc=8.0 min CN=WQ Runoff=0.07 cfs 0.007 af
Pond 14P: Foundation Drain	Peak Elev=382.10' Storage=11 cf Inflow=0.08 cfs 0.007 af Outflow=0.08 cfs 0.007 af
Pond 15P: Rain Garden	Peak Elev=384.02' Storage=15 cf Inflow=0.13 cfs 0.012 af Discharge=0.12 cfs 0.012 af Primary=0.00 cfs 0.000 af Outflow=0.12 cfs 0.012 af
Link 13L: DP-A	Inflow=0.41 cfs 0.035 af Primary=0.41 cfs 0.035 af

Total Runoff Area = 3.111 ac Runoff Volume = 0.054 af Average Runoff Depth = 0.21"
94.65% Pervious = 2.945 ac 5.35% Impervious = 0.166 ac



Routing Diagram for 6047-POST
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Type III 24-hr 2-yr Rainfall=2.95"

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Summary for Subcatchment 8S: POST-A.1

Runoff = 0.33 cfs @ 12.05 hrs, Volume= 0.028 af, Depth= 0.13"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=2.95"

Area (sf)	CN	Description
105,555	39	>75% Grass cover, Good, HSG A
4,562	81	>75% Grass cover, Good, HSG B
2,919	80	>75% Grass cover, Good, HSG D
2,338	98	Paved parking, HSG A
1,167	98	Paved parking, HSG B
116,541		Weighted Average
113,036		86.99% Pervious Area
3,505		3.01% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Summary for Subcatchment 17S: POST-A.2

Runoff = 0.13 cfs @ 12.10 hrs, Volume= 0.012 af, Depth= 0.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=2.95"

Area (sf)	CN	Description
5,395	61	>75% Grass cover, Good, HSG B
1,629	98	Paved parking, HSG B
7,024		Weighted Average
5,395		76.81% Pervious Area
1,629		23.19% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Summary for Subcatchment 18S: Roof

Runoff = 0.06 cfs @ 12.10 hrs, Volume= 0.007 af, Depth= 2.72"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=2.95"

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Type III 24-hr 2-yr Rainfall=2.95"

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Summary for Subcatchment 19S: POST-A.3

Runoff = 0.07 cfs @ 12.10 hrs, Volume= 0.007 af, Depth= 0.36"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=2.95"

Area (sf)	CN	Description
1,280	98	Roofs, HSG A
1,280		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	50	0.0700	0.24		Sheet Flow, Grass: Short n= 0.150 P2= 3.05" Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
7.4	381	Total			

Summary for Subcatchment 14P: Foundation Drain

Runoff = 0.07 cfs @ 12.10 hrs, Volume= 0.007 af, Depth= 0.36"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-yr Rainfall=2.95"

Area (sf)	CN	Description
5,392	39	>75% Grass cover, Good, HSG A
4,449	61	>75% Grass cover, Good, HSG B
832	98	Paved parking, HSG B
10,673		Weighted Average
9,841		92.20% Pervious Area
832		7.80% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Summary for Pond 14P: Foundation Drain

Inflow Area = 0.029 ac, 100.00% Impervious, Inflow Depth = 2.72" for 2-yr event
Inflow = 0.08 cfs @ 12.10 hrs, Volume= 0.007 af
Outflow = 0.06 cfs @ 12.19 hrs, Volume= 0.007 af, Atten= 29%, Lag= 5.5 min
Discarded = 0.06 cfs @ 12.19 hrs, Volume= 0.007 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 362.10' @ 12.19 hrs Surf Area= 280 sf Storage= 11 cf
Flood Elev= 364.00' Surf Area= 280 sf Storage= 224 cf

Plug-Flow detention time= 1.0 min calculated for 0.007 af (100% of inflow)
Center-of-Mass det. time= 1.0 min (760.5 - 759.4)

Volume	Invert	Avail Storage	Storage Description
#1	362.00'	224 cf	2.50'W x 112.00'L x 2.00'H Prismatoid 560 cf Overall x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	362.00'	8,270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 380.00'

Discarded Outflow Max=0.06 cfs @ 12.19 hrs HW=362.10' (Free Discharge)
 1-Exfiltration (Controls 0.06 cfs)

Summary for Pond 15P: Rain Garden

Inflow Area = 0.161 ac, 23.19% Impervious, Inflow Depth = 0.90" for 2-yr event
 Inflow = 0.13 cfs @ 12.10 hrs, Volume = 0.012 af
 Outflow = 0.12 cfs @ 12.14 hrs, Volume = 0.012 af, Atten= 8%, Lag= 2.2 min
 Discarded = 0.12 cfs @ 12.14 hrs, Volume = 0.012 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume = 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 364.02' @ 12.14 hrs Surf.Area= 700 sf Storage= 15 cf

Plug-Flow detention time= 2.1 min calculated for 0.012 af (100% of inflow)
 Center-of-Mass det. time= 2.1 min (810.1 - 808.0)

Volume	Invert	Avail. Storage	Storage Description		
#1	364.00'	880 cf	Custom Stage Data (Irregular) Listed below (Rec'd/c)		
Elevation	Surf. Area	Perim.	Inc. Store	Cum. Store	Wet Area
(feet)	(sq-ft)	(feet)	(cubic-feet)	(cubic-feet)	(sq-ft)
364.00	882	119.0	0	0	892
365.00	1,082	141.0	880	880	1,165

Device	Routing	Invert	Outlet Devices
#1	Discarded	364.00'	8,270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.50'
#2	Primary	362.50'	12.0" Round Culvert L= 65.0' Ks= 1,000 Inlet / Outlet Invert= 362.50' / 361.50' S= 0.0154' /' Cc= 0.900 n= 0.013, Flow Area= 0.79 sf
#3	Device 2	364.50'	24.0" Vert. Orifice/Grate C= 0.600

Discarded Outflow Max=0.13 cfs @ 12.14 hrs HW=364.02' (Free Discharge)
 1-Exfiltration (Controls 0.13 cfs)

Primary Outflow Max=0.00 cfs @ 0.00 hrs HW=364.00' (Free Discharge)
 2-Culvert (Passes 0.00 cfs of 2.84 cfs potential flow)
 3-Orifice/Grate (Controls 0.00 cfs)

Summary for Link 13L: DP-A

Inflow Area = 3.082 ac, 4.44% Impervious, Inflow Depth = 0.14" for 2-yr event
 Inflow = 0.41 cfs @ 12.10 hrs, Volume = 0.035 af
 Primary = 0.41 cfs @ 12.10 hrs, Volume = 0.035 af, Atten= 0%, Lag= 0.0 min
 Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Discarded	362.00'	8,270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 380.00'

Discarded Outflow Max=0.06 cfs @ 12.19 hrs HW=362.10' (Free Discharge)
 1-Exfiltration (Controls 0.06 cfs)

Summary for Pond 15P: Rain Garden

Inflow Area = 0.161 ac, 23.19% Impervious, Inflow Depth = 0.90" for 2-yr event
 Inflow = 0.13 cfs @ 12.10 hrs, Volume = 0.012 af
 Outflow = 0.12 cfs @ 12.14 hrs, Volume = 0.012 af, Atten= 8%, Lag= 2.2 min
 Discarded = 0.12 cfs @ 12.14 hrs, Volume = 0.012 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume = 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 364.02' @ 12.14 hrs Surf.Area= 700 sf Storage= 15 cf

Plug-Flow detention time= 2.1 min calculated for 0.012 af (100% of inflow)
 Center-of-Mass det. time= 2.1 min (810.1 - 808.0)

Volume	Invert	Avail. Storage	Storage Description		
#1	364.00'	880 cf	Custom Stage Data (Irregular) Listed below (Rec'd/c)		
Elevation	Surf. Area	Perim.	Inc. Store	Cum. Store	Wet Area
(feet)	(sq-ft)	(feet)	(cubic-feet)	(cubic-feet)	(sq-ft)
364.00	882	119.0	0	0	892
365.00	1,082	141.0	880	880	1,165

Device	Routing	Invert	Outlet Devices
#1	Discarded	364.00'	8,270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.50'
#2	Primary	362.50'	12.0" Round Culvert L= 65.0' Ks= 1,000 Inlet / Outlet Invert= 362.50' / 361.50' S= 0.0154' /' Cc= 0.900 n= 0.013, Flow Area= 0.79 sf
#3	Device 2	364.50'	24.0" Vert. Orifice/Grate C= 0.600

Discarded Outflow Max=0.13 cfs @ 12.14 hrs HW=364.02' (Free Discharge)
 1-Exfiltration (Controls 0.13 cfs)

Primary Outflow Max=0.00 cfs @ 0.00 hrs HW=364.00' (Free Discharge)
 2-Culvert (Passes 0.00 cfs of 2.84 cfs potential flow)
 3-Orifice/Grate (Controls 0.00 cfs)

Summary for Link 13L: DP-A

Inflow Area = 3.082 ac, 4.44% Impervious, Inflow Depth = 0.14" for 2-yr event
 Inflow = 0.41 cfs @ 12.10 hrs, Volume = 0.035 af
 Primary = 0.41 cfs @ 12.10 hrs, Volume = 0.035 af, Atten= 0%, Lag= 0.0 min
 Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

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Type III 24-hr 10-yr Rainfall=4.45"

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Summary for Subcatchment 8S: POST-A.1

Runoff = 0.64 cfs @ 12.09 hrs, Volume= 0.072 af, Depth= 0.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=4.45"

Area (sf)	CN	Description
105,555	39	>75% Grass cover, Good, HSG A
4,552	61	>75% Grass cover, Good, HSG B
2,919	80	>75% Grass cover, Good, HSG D
2,338	98	Paved parking, HSG A
1,167	98	Paved parking, HSG B
116,541		Weighted Average
113,036		96.93% Pervious Area
3,505		3.01% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Subcatchment 17S: POST-A.2

Runoff = 0.29 cfs @ 12.10 hrs, Volume= 0.024 af, Depth= 1.78"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=4.45"

Area (sf)	CN	Description
5,395	61	>75% Grass cover, Good, HSG B
1,829	98	Paved parking, HSG B
7,024		Weighted Average
5,395		76.81% Pervious Area
1,629		23.19% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Subcatchment 18S: Roof

Runoff = 0.12 cfs @ 12.10 hrs, Volume= 0.010 af, Depth= 4.21"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=4.45"**6047-POST**

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Type III 24-hr 10-yr Rainfall=4.45"

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Summary for Subcatchment 19S: POST-A.3

Runoff = 0.19 cfs @ 12.10 hrs, Volume= 0.017 af, Depth= 0.92"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=4.45"

Area (sf)	CN	Description
1,280	98	Roofs, HSG A
1,280		100.00% Impervious Area

Summary for Subcatchment 19S: POST-A.3

Runoff = 0.19 cfs @ 12.10 hrs, Volume= 0.017 af, Depth= 0.92"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-yr Rainfall=4.45"

Area (sf)	CN	Description
5,392	39	>75% Grass cover, Good, HSG A
4,449	61	>75% Grass cover, Good, HSG B
832	98	Paved parking, HSG B
10,673		Weighted Average
9,841		92.20% Pervious Area
832		7.80% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Pond 14P: Foundation Drain

Inflow Area = 0.029 ac, 100.00% Impervious, Inflow Depth = 4.21" for 10-yr event:
 Inflow = 0.12 cfs @ 12.10 hrs, Volume= 0.010 af
 Outflow = 0.06 cfs @ 12.26 hrs, Volume= 0.010 af, Atten= 48%, Lag= 8.7 min
 Discarded = 0.06 cfs @ 12.26 hrs, Volume= 0.010 af

Routing by Storage method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 362.33' @ 12.26 hrs, Surf.Area= 280 sf, Storage= 37 cf
 Flood Elev= 364.00' Surf.Area= 280 sf, Storage= 224 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
 Center-of-Mass det time= 2.5 min (753.9 - 751.3)

Volume #1	Invert	Avail Storage	Storage Description
362.00'		224 cf	2.50'W x 112.00'L x 2.00'H Prismatoid
		560 cf Overall	x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	362.00'	8,270 in ³ /hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.00'

Discarded OutFlow Max=0.05 cfs @ 12.26 hrs HW=362.33' (Free Discharge)

1=Exfiltration (Controls 0.06 cfs)

Summary for Pond 15P: Rain Garden

Inflow Area =	0.161 ac, 23.13% Impervious, Inflow Depth = 1.78" for 10-yr event
Inflow =	0.29 cfs @ 12.10 hrs, Volume= 0.024 af
Outflow =	0.15 cfs @ 12.27 hrs, Volume= 0.024 af, Attenu= 49%, Lag= 10.7 min
Discarded =	0.15 cfs @ 12.27 hrs, Volume= 0.024 af
Primary =	0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 364.13' @ 12.27 hrs Surf Area= 737 sf Storage= 92 cf

Plug-Flow detention time= 3.9 min calculated for 0.024 af (100% of inflow)
Center-of-Mass det. time= 3.9 min (813.3 - 809.4)

Volume #1	Invert 364.00'	Avail Storage	Storage Description
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)
			Cum.Store (cubic-feet)
			Wet.Area (sq-ft)

Device	Routing	Invert	Outlet Devices
#1	Discarded	364.00'	8.270 Infrt Exfiltration over Surface area Conductivity to Groundwater Elevation = 380.50'
#2	Primary	362.50'	12.0' Round Culvert L= 65.0' K= 1,000 Inlet / Outlet Invert= 362.50 / 361.50' S= 0.0154 /' C= 0.900 n= 0.013, Flow Area= 0.79 sf
#3	Device 2	364.50'	24.0" Vert. Orifice/Grate. C= 0.600

Discarded OutFlow Max=0.15 cfs @ 12.27 hrs H¹W=364.13' (Free Discharge)
 1=Exfiltration (Controls 0.15 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=364.00' (Free Discharge)

2=Culvert (Passes 0.00 cfs of 2.84 cfs potential flow)

-3=Orifice/Grate (Controls 0.00 cfs)

Summary for Link 13L: DP-A

Inflow Area =	3.082 ac,	4.44% Impervious,	Inflow Depth = 0.34" for 10-yr event
Inflow =	0.82 cfs @	12.09 hrs, Volume=	0.088 af
Primary =	0.92 cfs @	12.09 hrs, Volume=	0.088 af, Atten=C's, Lags=0.0 min

Primary outflow = inflow. Time Span = 0.00-72.00 hrs. dt = 0.05 hrs

Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points
Runoff by SCS TR-20 method, U1=SCS, Weighted-Q
Reach routing by Stor-Ind Trans method - Pond routing by Stor-Ind method

Subcatchment 8S: POST-A1
Runoff Area=116,541 sf, 3.01% Impervious Runoff Depth=0.50"
Tc=6.0 min CN=WO Runoff=0.80 cfs 0.112 at

Subcatchment 175: POST-A2
Runoff Area=7,024 sf 23.19% Impervious Runoff Depth=2.30"
T=5.0 min CN=60 Runoff=0.36 cfs 0.031 ft

Subcatchment 185: Roof

Subcatchment 19S: POST-A-3
Runoff Area=10,873 sq. ft. 7.80% Impervious Runoff Depth=1.13"
Time to Peak=10 min. (T_{NP}=10 min) Runoff=0.04 cfs 0.009 cfs
Total=0.04 cfs

Pond 14P: Foundation Drain

Pond 15P: Rain Garden

Link 13L: DP-A

Total Runoff Area = 3.111 ac Runoff Volume = 0.178 af Average Runoff Depth = 0.69"
94.65% Pervious = 2.945 ac 5.35% Impervious = 0.166 ac

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Type III 24-hr 25-yr Rainfall=5.20"

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Summary for Subcatchment 8S: POST-A.1

Runoff = 0.80 cfs @ 12.09 hrs, Volume= 0.112 af, Depth= 0.50"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=5.20"

Area (sf)	CN	Description
105,555	39	>75% Grass cover, Good, HSG A
4,562	61	>75% Grass cover, Good, HSG B
2,919	80	>75% Grass cover, Good, HSG D
2,338	98	Paved parking, HSG A
1,167	98	Paved parking, HSG B
116,541		Weighted Average
113,036		96.99% Pervious Area
3,505		3.01% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Subcatchment 17S: POST-A.2

Runoff = 0.38 cfs @ 12.10 hrs, Volume= 0.031 af, Depth= 2.30"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=5.20"

Area (sf)	CN	Description
5,395	61	>75% Grass cover, Good, HSG B
1,629	98	Paved parking, HSG B
7,024		Weighted Average
6,395		76.81% Pervious Area
1,629		23.19% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Subcatchment 18S: Roof

Runoff = 0.14 cfs @ 12.10 hrs, Volume= 0.012 af, Depth= 4.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=5.20"

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Type III 24-hr 25-yr Rainfall=5.20"

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Summary for Subcatchment 19S: POST-A.3

Runoff = 0.26 cfs @ 12.10 hrs, Volume= 0.023 af, Depth= 1.13"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-yr Rainfall=5.20"

Area (sf)	CN	Description
1,280	98	Roofs, HSG A
1,280		100.00% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	50	0.0700	0.24	Sheet Flow, Grass: Short n= 0.150 P2= 3.05" Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fpa
7.4	381	Total		

Area (sf)	CN	Description
5,392	39	>75% Grass cover, Good, HSG A
4,449	61	>75% Grass cover, Good, HSG B
832	98	Paved parking, HSG B
10,673		Weighted Average
9,841		92.20% Pervious Area
832		7.80% Impervious Area

To Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Pond 14P: Foundation Drain

Inflow Area = 0.029 ac, 100.00% Impervious, Inflow Depth = 4.96" for 25-yr event
Inflow = 0.14 cfs @ 12.10 hrs, Volume= 0.012 af
Outflow = 0.07 cfs @ 12.29 hrs, Volume= 0.012 af, Attenu= 53%, Lag= 11.3 min
Discarded = 0.07 cfs @ 12.29 hrs, Volume= 0.012 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 362.47 @ 12.29 hrs Surf Area= 280 sf Storage= 53 cf
Flood Elev= 364.00' Surf Area= 280 sf Storage= 224 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
Center-of-Mass det. time= 3.5 min (752.2 - 748.7)

Volume #1	Invert	Aval. Storage	Storage Description
362.00'	224 cf	2.50'W x 112.00'L x 2.00'H Prismatic	560 cf Overall x 40.0% Voids

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Type III 24-hr 25-yr Rainfall=5.20"
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Device	Routing	Invert	Outlet Devices
#1	Discarded	362.00'	8.270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.00'

Discarded Outflow Max=0.07 cfs @ 12.26 hrs HW=362.47' (Free Discharge)

1=Exfiltration (Controls 0.07 cfs)

Inflow Area = 0.161 ac, 23.19% Impervious, Inflow Depth = 2.30" for 25-yr event
Inflow = 0.38 cfs @ 12.10 hrs, Volume= 0.031 af
Outflow = 0.16 cfs @ 12.35 hrs, Volume= 0.031 af, Atten= 59%, Lag= 15.5 min
Discarded = 0.16 cfs @ 12.35 hrs, Volume= 0.031 af
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Star-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 364.23' @ 12.35 hrs Surf.Area= 774 sf Storage= 168 cf

Plug-Flow detention time= 6.0 min calculated for 0.031 af (100% of inflow)
Center-of-Mass det. time= 6.0 min (814.3 - 808.3)

Volume #1	Invert	Avail. Storage	Storage Description		
	364.00'	880 cf	Custom Stage Data (Irregular) Listed below (Reolc)		
Elevation	Surf Area (sq-ft)	Perim. (feet)	Inc. Store (cubic-feet)	Cum. Store (cubic-feet)	Wet Area (sq-ft)
364.00	692	119.0	0	0	692
365.00	1,082	141.0	880	880	1,165

Device Routing

Device	Routing	Invert	Outlet Devices
#1	Discarded	364.00'	8.270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.50'
#2	Primary	362.50'	12.0" Round Culvert L= 65.0' Ke= 1.000 Inlet / Outlet Invert= 362.50' / 361.50' S= 0.0154' /' Cc= 0.900 n= 0.013, Flow Area= 0.79 sf
#3	Device 2	364.50'	24.0" Vert. Orifice/Grate C= 0.600

Discarded Outflow Max=0.16 cfs @ 12.35 hrs HW=364.23' (Free Discharge)

1=Exfiltration (Controls 0.16 cfs)

Primary Outflow Max=0.00 cfs @ 0.00 hrs HW=364.00' (Free Discharge)

2=Culvert (Passes 0.00 cfs of 2.84 cfs potential flow)

3=Orifice/Grate (Controls 0.00 cfs)

Summary for Link 13L: DP-A

Inflow Area = 3.082 ac, 4.44% Impervious, Inflow Depth = 0.53" for 25-yr event
Inflow = 1.06 cfs @ 12.09 hrs, Volume= 0.135 af
Primary = 1.06 cfs @ 12.09 hrs, Volume= 0.135 af, Atten= 5%, Leg= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

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Type III 24-hr 100-yr Rainfall=7.00"
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Device	Routing	Invert	Outlet Devices
#1	Discarded	362.00'	8.270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.00'

Discarded Outflow Max=0.07 cfs @ 12.26 hrs HW=362.47' (Free Discharge)

1=Exfiltration (Controls 0.07 cfs)

Inflow Area = 0.161 ac, 23.19% Impervious, Inflow Depth = 2.30" for 25-yr event
Inflow = 0.38 cfs @ 12.10 hrs, Volume= 0.031 af
Outflow = 0.16 cfs @ 12.35 hrs, Volume= 0.031 af, Atten= 59%, Lag= 15.5 min
Discarded = 0.16 cfs @ 12.35 hrs, Volume= 0.031 af
Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Star-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 364.23' @ 12.35 hrs Surf.Area= 774 sf Storage= 168 cf

Plug-Flow detention time= 6.0 min calculated for 0.031 af (100% of inflow)
Center-of-Mass det. time= 6.0 min (814.3 - 808.3)

Volume	Invert	Avail. Storage	Storage Description		
#1	364.00'	880 cf	Custom Stage Data (Irregular) Listed below (Reolc)		
Elevation (feet)	Surf. Area (sq-ft)	Perim. (feet)	Inc. Store (cubic-feet)	Cum. Store (cubic-feet)	Wet Area (sq-ft)
364.00	892	119.0	0	0	892
365.00	1,082	141.0	880	880	1,165

Device Routing

Device	Routing	Invert	Outlet Devices
#1	Discarded	364.00'	8.270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.50'
#2	Primary	362.50'	12.0" Round Culvert L= 65.0' Ke= 1.000 Inlet / Outlet Invert= 362.50' / 361.50' S= 0.0154' /' Cc= 0.900 n= 0.013, Flow Area= 0.79 sf
#3	Device 2	364.50'	24.0" Vert. Orifice/Grate C= 0.600

Discarded Outflow Max=0.16 cfs @ 12.35 hrs HW=364.23' (Free Discharge)

1=Exfiltration (Controls 0.16 cfs)

Primary Outflow Max=0.00 cfs @ 0.00 hrs HW=364.00' (Free Discharge)

2=Culvert (Passes 0.00 cfs of 2.84 cfs potential flow)

3=Orifice/Grate (Controls 0.00 cfs)

Summary for Link 13L: DP-A

Inflow Area = 3.082 ac, 4.44% Impervious, Inflow Depth = 0.53" for 25-yr event
Inflow = 1.06 cfs @ 12.09 hrs, Volume= 0.135 af
Primary = 1.06 cfs @ 12.09 hrs, Volume= 0.135 af, Atten= 5%, Leg= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

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Type III 24-hr 100-yr Rainfall=7.00"
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Summary for Subcatchment 8S: POST-A.1

Runoff = 2.13 cfs @ 12.12 hrs, Volume= 0.250 af, Depth= 1.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-yr Rainfall=7.00"

Area (sf)	CN	Description
105,555	39	>75% Grass cover, Good, HSG A
4,562	51	>75% Grass cover, Good, HSG B
2,919	80	>75% Grass cover, Good, HSG D
2,336	98	Paved parking, HSG A
1,157	98	Paved parking, HSG B
116,541		Weighted Average
113,036		56.99% Pervious Area
3,505		3.01% Impervious Area

Tc Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Subcatchment 17S: POST-A.2

Runoff = 0.53 cfs @ 12.09 hrs, Volume= 0.049 af, Depth= 3.64"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-yr Rainfall=7.00"

Area (sf)	CN	Description
5,395	61	>75% Grass cover, Good, HSG B
1,629	98	Paved parking, HSG B
7,024		Weighted Average
5,395		76.81% Pervious Area
1,629		23.19% Impervious Area

Tc Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Subcatchment 18S: Roof

Runoff = 0.19 cfs @ 12.10 hrs, Volume= 0.017 af, Depth= 6.76"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-yr Rainfall=7.00"

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Type III 24-hr 100-yr Rainfall=7.00"
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Summary for Subcatchment 19S: POST-A.3

Runoff = 0.48 cfs @ 12.10 hrs, Volume= 0.042 af, Depth= 2.04"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-yr Rainfall=7.00"

3.5	50	0.0700	0.24	Sheet Flow,
3.9	331	0.0410	1.42	Grass: Short $r = 0.150$ $r_2 = 3.05"$ Shallow Concentrated Flow,
7.4	361	Total		Short Grass Pasture $K_v = 7.0$ fps

Summary for Pond 14P: Foundation Drain

Runoff = 0.48 cfs @ 12.10 hrs, Volume= 0.042 af, Depth= 2.04"

Runoff by SCS TR-20 method, UH=SCS, Weighted-Q, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-yr Rainfall=7.00"

Area (sf)	CN	Description
5,392	39	>75% Grass cover, Good, HSG A
4,449	51	>75% Grass cover, Good, HSG B
832	98	Paved parking, HSG B
10,673		Weighted Average
9,841		92.20% Pervious Area
832		7.80% Impervious Area

Tc Length (min)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0				Direct Entry,

Summary for Pond 14P: Foundation Drain

Inflow Area = 0.029 ac, 100.00% Impervious, Inflow Depth = 5.75" for 100-yr event
Inflow = 0.19 cfs @ 12.10 hrs, Volume= 0.017 af
Outflow = 0.08 cfs @ 12.34 hrs, Volume= 0.017 af, Attenu= 60%, Lag= 14.2 min
Discarded = 0.08 cfs @ 12.34 hrs, Volume= 0.017 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 362.87' @ 12.34 hrs Surf.Area= 280 sf Storage= 96 cf
Flood Elev= 364.00' Surf.Area= 280 sf Storage= 224 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
Center-of-Mass det. time= 6.0 min (750.3 - 744.2)

Volume	Invert	Avail. Storage	Storage Description
#1	362.00'	224 cf	2.50'W x 112.00'L x 2.00'H Prismatoid
		560 of Overall	x 40.0% Voids

Device	Routing	Invert	Outlet Devices
#1	Discarded	362.00'	8.270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.00'

Discarded OutFlow Max=0.06 cfs @ 12.34 hrs HW=362.87' (Free Discharge)
 1-1=Exfiltration (Controls 0.08 cfs)

Summary for Pond 15P: Rain Garden

Inflow Area = 0.161 ac, 23.19% Impervious, Inflow Depth = 3.64" for 100-yr event
 Inflow = 0.93 cfs @ 12.09 hrs, Volume= 0.049 af
 Outflow = 0.20 cfs @ 12.44 hrs, Volume= 0.049 af, Atten= 69%, Lag= 20.7 min
 Discarded = 0.19 cfs @ 12.44 hrs, Volume= 0.049 af
 Primary = 0.00 cfs @ 12.44 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
 Peak Elev= 364.52' @ 12.44 hrs Surf.Area= 865 af Storage= 411 cf

Plug-Flow detention time= 12.7 min calculated for 0.049 af (100% of inflow)
 Center-of-Mass del time= 12.7 min (817.3 - 804.6)

Volume	Invert	Avail. Storage	Storage Description		
#1	364.00'	880 cf	Custom Stage Data (Irregular) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
364.00	592	119.0	0	0	592
365.00	1,062	141.0	880	880	1,165

Device	Routing	Invert	Outlet Devices
#1	Discarded	364.00'	8.270 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 360.50'
#2	Primary	362.50'	12.0" Round Culvert L= 55.0' Ke= 1.000 Inlet / Outlet Invert= 362.50' / 361.50' S= 0.0154 1' Cc= 0.900 n= 0.013, Flow Area= 0.79 af
#3	Device 2	364.50'	24.0" Vert. Orifice/Grate C= 0.500

Discarded OutFlow Max=0.19 cfs @ 12.44 hrs HW=364.52' (Free Discharge)
 1-1=Exfiltration (Controls 0.19 cfs)

Primary OutFlow Max=0.00 cfs @ 12.44 hrs HW=364.52' (Free Discharge)
 2-Culvert (Passes 0.00 cfs of 3.50 cfs potential flow)
 3-Orifice/Grate (Orifice Controls 0.00 cfs @ 0.50 fps)

Summary for Link 13L: DP-A

Inflow Area = 3.082 ac, 4.44% Impervious, Inflow Depth = 1.14" for 100-yr event
 Inflow = 2.61 cfs @ 12.12 hrs, Volume= 0.292 af
 Primary = 2.61 cfs @ 12.12 hrs, Volume= 0.292 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs

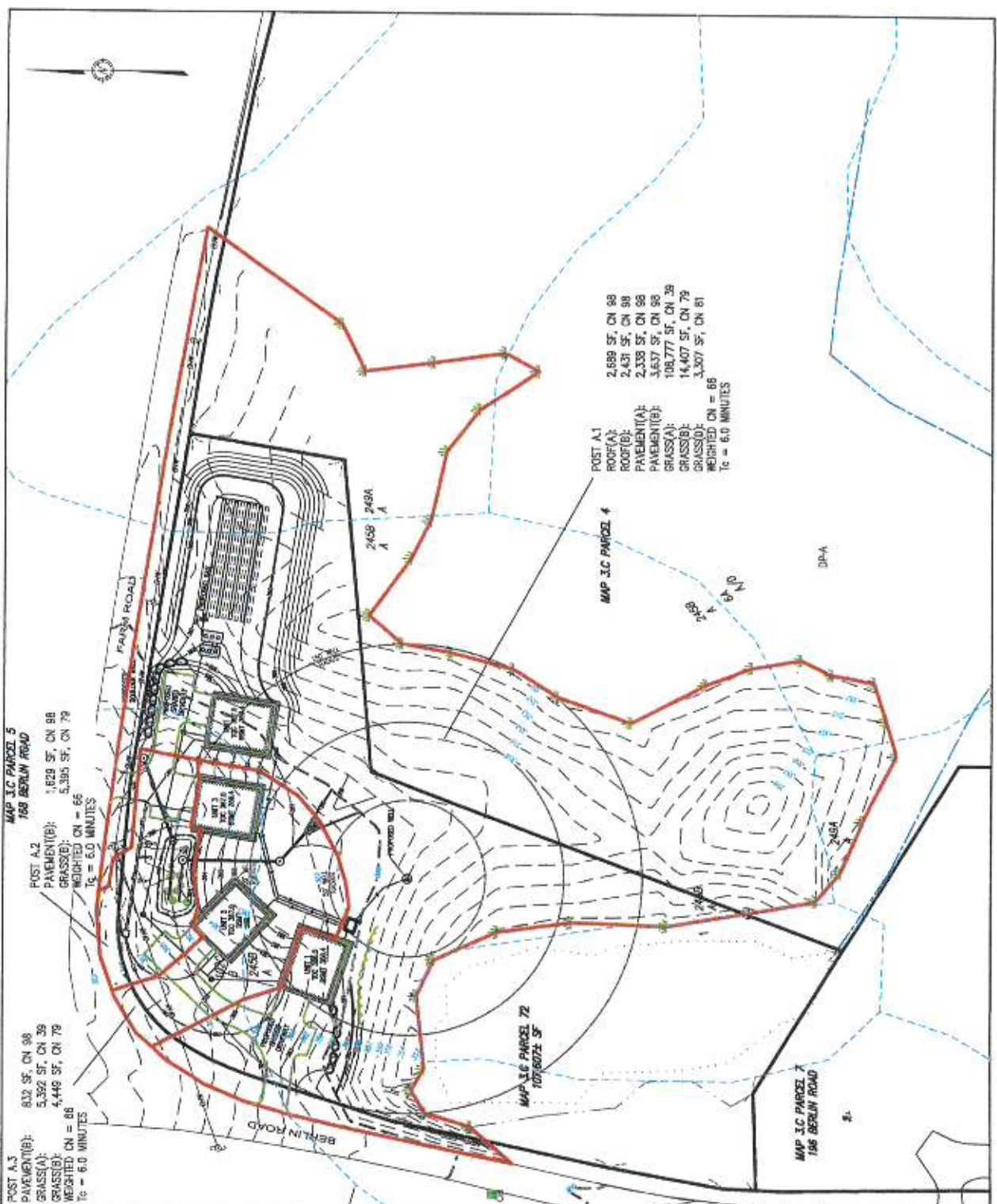
[illegible]

POST-DEVELOPED DRAINAGE THE WOODS AT FARM ROAD BOLTON, MASSACHUSETTS

DATE: 2/25/2020 SCALE: 1"=60'
OWNER: THE WOODS AT FARM RD, LLC JOB NO. 6047
58 CENTRAL AVENUE #1 NEWTON, MA SHEET: 2 OF 2
DWG NO. 6047-POST
DRAWN BY: RWP CHECKED BY: FMM

DUCHARME & DILLIS
Civil Design Group, Inc.
CIVIL ENGINEERING LAND SURVEYING WETLAND CONSULTANTS
1032 MAIN STREET, P.O. BOX 433 HENRI: (781) 779-6001 FAX: (781) 773-0200
BOSTON, MASSACHUSETTS 02110 www.ducharme-dillis.com

INDICATES A
CHANGE IN SOIL
CLASSIFICATION
(TYP.)



LEGEND

PROP. FEATURE	DESCRIPTION
(Solid line)	BOUNDARY PROPERTY
(Dashed line)	LINE OF CONSIDERATION PLAN
(Dotted line)	CHANGE IN SOIL CLASSIFICATION
(Green line)	CHANGE IN LANDUSE

Exhibit M

Requested Exceptions

List of Requested Exceptions

The Woods at Farm Road, LLC has applied for a Comprehensive Permit under the Rules and Regulations as set forth by the Bolton Zoning Board of Appeals and pursuant to the provisions of M.G.L. Chapter 40B for the development of the Woods At Farm Road affordable housing project (hereinafter the "Development"). The proponent is requesting exceptions from certain zoning and other local regulations, as noted in the following list. All laws and regulations governing the project will be adhered to as required by Massachusetts' Law.

We also request that the Zoning Board of Appeals grant relief (exception) from any other zoning requirement or other applicable local rule, regulation, bylaw or policy which the Bolton Zoning Board of Appeals determines to be applicable to the Development and which is not met by the current site plan or any subsequent site plans reflecting changes resulting from the Zoning Board of Appeals review of the Development.

Non-Zoning Bylaws

§147 – Groundwater Protection

An exception is requested from this Section and all subsections, as the Development shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Bolton Zoning Board of Appeals. More specifically a waiver is requested from Section §147-1B (3) to allow for the construction of this Development, which includes (4) single-family style structures.

Wetlands Bylaw

§233 – Wetlands

- Exceptions are requested from the Bolton Wetlands By-Law Section 233-2 to allow alterations within the adjacent upland resource area in accordance with the setbacks below to allow for the construction of the Development:
 - To allow Unit 1 to be located 50 feet from the edge of wetlands.
 - To allow Unit 4 to be located 76 feet from the edge of wetlands.
 - To allow the proposed well to be located 51 feet from the edge of wetlands
 - To allow the proposed well pump house to be located 52 feet from the edge of wetlands.
 - To allow the sewage disposal system (leaching area and tanks) to be located 72 feet from the edge of wetlands as allowed by 310 CMR 15.

- To allow the shared driveway for Units 1 and 2 to be located 63 feet from the edge of wetlands and to allow subsurface utilities to be located 52 feet from the edge of wetlands as depicted on the Site Plans.
- To allow grading and clearing to occur 33 feet from the edge of wetlands to allow for fire access around Unit 1, construction of the sewage disposal system, and construction of dwelling units as depicted on the Site Plans

Board of Health – Requirements for the Subsurface Disposal of Sanitary Sewage

Regulation 4

An exception from Regulation 4 entitled “Distances” is requested. More specifically the following relief from Regulation 4 is requested:

- To allow leaching facilities to be located within 100’ of a bordering vegetated wetland (72’ provided) as allowed by 310 CMR 15.

Zoning Bylaws

§250-12 Zoning

An exception is being requested, from Section §250-12, as multiple single-family structures as proposed in the Comprehensive Permit is a permit/use that is not specifically stated as being allowed in the By-laws.

§250-13 Dimensional Regulations

An exception is being requested from this section to allow for the development of the structures on the lot with a side yard setback (interior to the lots that are being created) of 6’ on Lot 2B and 12.8’ on lot 2C.

§250-13 C. One Building Per Lot

An exception is being requested, from Section §250-13 (c) to allow for multiple principle structures on a lot.

§250-17 – Driveways and parking

An exception is requested to allow two (2) shared driveways on one lot, each providing access to two (2) single family dwellings.

Exhibit N

Site Control

Worcester South District Registry of Deeds Electronically Recorded Document

This is the first page of the document – Do not remove

Recording Information

Document Number	: 12937
Document Type	: DEED
Recorded Date	: February 11, 2019
Recorded Time	: 02:47:00 PM
Recorded Book and Page	: 60035 / 275
Number of Pages(including cover sheet)	: 3
Receipt Number	: 1128216
Recording Fee (including excise)	: \$968.60

MASSACHUSETTS EXCISE TAX
Worcester District ROD #20 001
Date: 02/11/2019 02:47 PM
Ctrl# 192745 06351 Doc# 00012937
Fee: \$843.60 Cons: \$185,000.00

Worcester South District Registry of Deeds
Kathryn A. Toomey, Register
90 Front St
Worcester, MA 01608
(508) 798-7717

QUITCLAIM DEED

Robert D. Coolidge, a married man, of Bolton, Worcester County, Massachusetts,

for consideration paid and in full consideration of One Hundred Eighty-Five Thousand and No/100 Dollars (\$185,000.00)

grants to The Woods at Farm Road, LLC

of 11 Tanglewood Drive, Nashua, NH 03062

with QUITCLAIM COVENANTS

The land with the buildings thereon in Bolton, Middlesex County, Massachusetts, being shown as Lot 1 on Plan entitled "Plan of Land Meadow Farm Estates Berlin and Farm Roads in Bolton, Mass. Dated: July 26, 2001, Prepared by: Consolidated Design Group, Inc., Civil Engineers and Land Surveyors" recorded with Worcester District Registry of Deeds in Plan Book 772, Plan 46, being more particularly bounded and described as follows:

NORTHWESTERLY,
NORTHERLY and
NORTHEASTERLY

on a curving line by Berlin Road and Farm Road, 21.35 feet, 72.65 feet, 143.49 feet, 88.53 feet, 49.54 feet, 100.59 feet, 85.35 feet, and 224.25 feet;

SOUTHEASTERLY
SOUTHERLY, and
SOUTHEASTERLY

again by Parcel B1 as shown on said Plan, 100 feet, 200 feet and 321.76 feet; and

SOUTHWESTERLY
and SOUTHERLY

by land now or formerly of Jeffrey J. Riddle, 107.67 feet and 62 feet.

Containing 2.470 acres, according to said Plan.

The grantor hereby certifies that the subject property is not the primary residence of any grantor or the spouse of any grantor and affirms under the pains and penalties of perjury that no other person or persons are entitled to any homestead rights in the subject property as defined in M.G.L. c.

For title see Deed of Marion H. Deavitt a/k/a to David L. Coolidge dated September 19, 1958, recorded with said Registry of Deeds in Book 3977, Page 187. See Estate of David Coolidge, Worcester Probate Court No. 95P1-0040-EP1.

Executed as a sealed instrument this 6th day of February, 2019

Robert D. Coolidge
Robert D. Coolidge

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 6, 2019

Before me, the undersigned notary public, personally appeared Robert D. Coolidge, proved to me through satisfactory evidence of identification which was ☒ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Christopher P. Yates
Christopher Paul Yates, Notary Public
My Commission Expires: 8/20/2021



ATTEST: WORC Kathryn A. Toomey, Register

Exhibit O

Legal Existence



Corporations Division

Business Entity Summary

ID Number: 001360652

[Request certificate](#)

[New search](#)

Summary for: THE WOODS AT FARM ROAD LLC

The exact name of the Domestic Limited Liability Company (LLC): THE WOODS AT FARM ROAD LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001360652

Date of Organization in Massachusetts:
12-26-2018

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 56 CENTRAL AVE #1

City or town, State, Zip code, NEWTON, MA 02460 USA
Country:

The name and address of the Resident Agent:

Name: DAVID SPERTNER

Address: 56 CENTRAL AVE #1

City or town, State, Zip code, NEWTON, MA 02460 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	DAVID SPERTNER	56 CENTRAL AVE #1 NEWTON, MA 02460 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	ROBERT PACE	130 PARKER STREET LAWRENCE, MA 01843 USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
-------	-----------------	---------

REAL PROPERTY	DAVID SPERTNER	56 CENTRAL AVE #1 NEWTON, MA 02460 USA
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**Consent****Confidential
Data****Merger
Allowed****Manufacturing****View filings for this business entity:****ALL FILINGS**

Annual Report

Annual Report - Professional

Articles of Entity Conversion

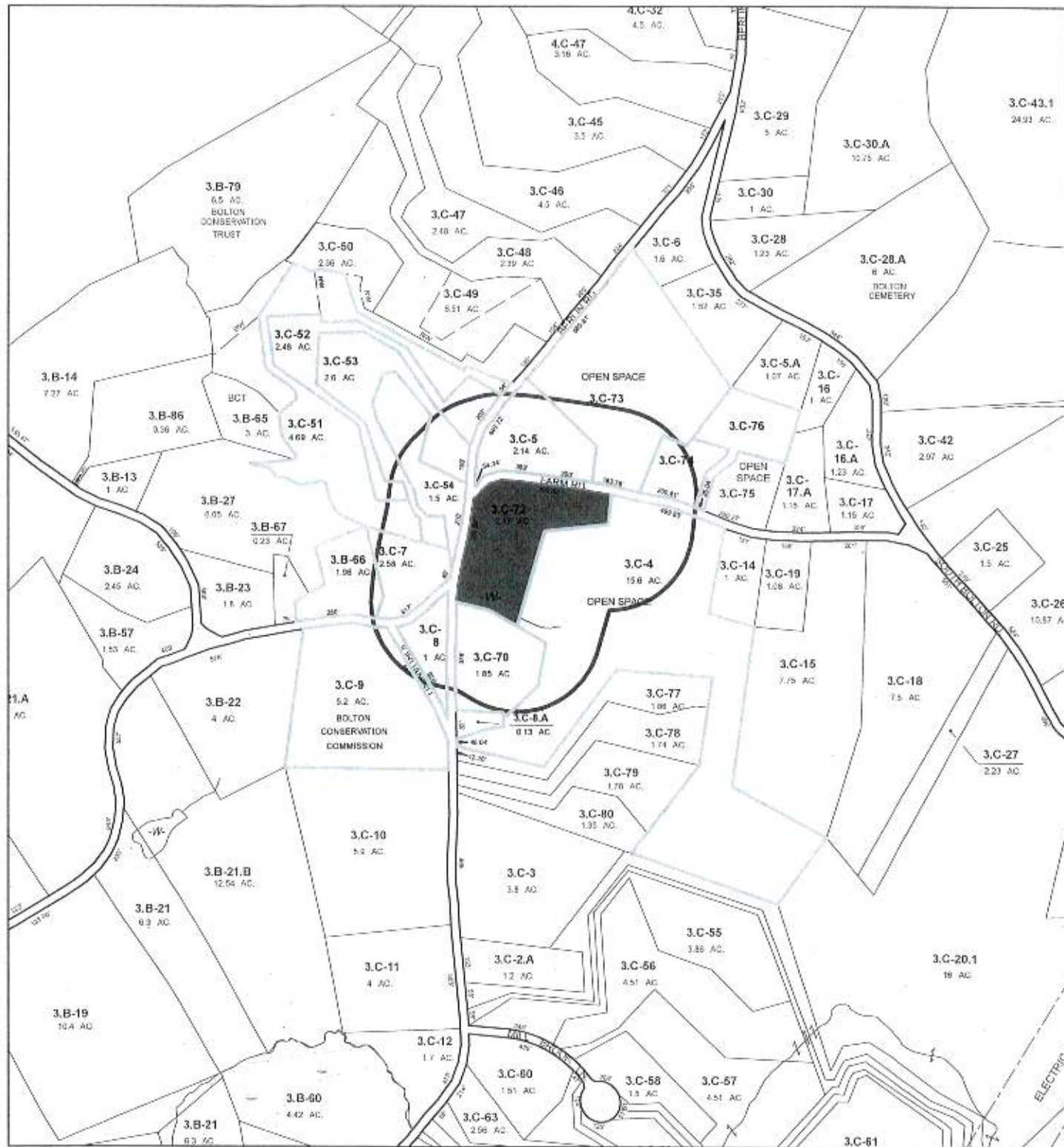
Certificate of Amendment

Certificate of Conversion

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)

Exhibit P

Abutters List



Abutters List - 300 Ft / Map 3C-72/Berlin Rd Bolton



10/7/2019



Certified: Gathie Bully

MARTIN LISAANN DUKATEN &
17 RANDALL RD
BOLTON, MA 01740

Leslie Robert + Courtney Belletier
~~MURCH STACY R & SUZANNE L~~
26 FARM RD
BOLTON, MA 01740

OPEN SPACE - MEADOW FARM
BOLTON CONSERVATION TRUST
663 MAIN ST
BOLTON, MA 01740

BEESON JENNIFER & THOMAS
32 FARM RD
BOLTON, MA 01740

COOLIDGE ROBERT
183 BERLIN RD
BOLTON, MA 01740

POWER CHRISTOPHER J & MAU
POWER FAMILY IRREVOC TR
195 BERLIN RD
BOLTON, MA 01740

TOWN OF BOLTON ACTING
BOLTON CONSERVATION COMMI
663 MAIN ST
BOLTON, MA 01740

BURKHART JUSTIN & JENNIFE
161 BERLIN RD
BOLTON, MA 01740

WHITE JUSTIN M & DONNA WH
167 BERLIN RD
BOLTON, MA 01740

RICCIARDI VINCENT F & CAT
175 BERLIN RD
BOLTON, MA 01740

KASHUBA THOMAS A & RONA L
173 BERLIN RD
BOLTON, MA 01740

DAVIS ROBER A & CAROL J
196 BERLIN RD
BOLTON, MA 01740

300' Abutters List Report

BOLTON, MA
October 07, 2019

subject Parcel:

Parcel Number: 003.C-0072.0
CAMA Number: 003.C-0000-0072.0
Property Address: 0 BERLIN RD 1

Mailing Address: THE WOODS AT FARM RD LLC
11 TANGLEWOOD DR
NASHUA, NH 03062

Abutters:

Parcel Number: 003.B-0066.0
CAMA Number: 003.B-0000-0066.0
Property Address: 17 RANDALL RD 1

Mailing Address: MARTIN LISAANN DUKATEN & MA
17 RANDALL RD
BOLTON, MA 01740

Parcel Number: 003.C-0004.0
CAMA Number: 003.C-0000-0004.0
Property Address: 0 BERLIN RD B1

Mailing Address: OPEN SPACE - MEADOW FARM EST
BOLTON CONSERVATION TRUST
663 MAIN ST
BOLTON, MA 01740

Parcel Number: 003.C-0005.0
CAMA Number: 003.C-0000-0005.0
Property Address: 168 BERLIN RD

Mailing Address: COOLIDGE ROBERT
183 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0007.0
CAMA Number: 003.C-0000-0007.0
Property Address: 183 BERLIN RD A

Mailing Address: COOLIDGE ROBERT
183 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0008.0
CAMA Number: 003.C-0000-0008.0
Property Address: 195 BERLIN RD

Mailing Address: POWER CHRISTOPHER J & MAUREE
POWER FAMILY IRREVOC TR
195 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0009.0
CAMA Number: 003.C-0000-0009.0
Property Address: 0 BERLIN RD

Mailing Address: TOWN OF BOLTON ACTING BOLTON
CONSERVATION COMMISS
663 MAIN ST
BOLTON, MA 01740

Parcel Number: 003.C-0051.0
CAMA Number: 003.C-0000-0051.0
Property Address: 161 BERLIN RD 11

Mailing Address: BURKHART JUSTIN & JENNIFER
161 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0052.0
CAMA Number: 003.C-0000-0052.0
Property Address: 167 BERLIN RD 12

Mailing Address: WHITE JUSTIN M & DONNA WHITE
167 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0053.0
CAMA Number: 003.C-0000-0053.0
Property Address: 175 BERLIN RD 13 & A

Mailing Address: RICCIARDI VINCENT F & CATHERIN
175 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0054.0
CAMA Number: 003.C-0000-0054.0
Property Address: 173 BERLIN RD 14

Mailing Address: KASHUBA THOMAS A & RONA L SH
173 BERLIN RD
BOLTON, MA 01740

www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

300' Abutters List Report

BOLTON, MA

October 07, 2019

Parcel Number: 003.C-0070.0
CAMA Number: 003.C-0000-0070.0
Property Address: 196 BERLIN RD 1

Mailing Address: DAVIS ROBER A & CAROL J
196 BERLIN RD
BOLTON, MA 01740

Parcel Number: 003.C-0073.0
CAMA Number: 003.C-0000-0073.0
Property Address: 0 BERLIN RD PAR A

Mailing Address: OPEN SPACE - MEADOW FARM EST
BOLTON CONSERVATION TRUST
663 MAIN ST
BOLTON, MA 01740

Parcel Number: 003.C-0074.0
CAMA Number: 003.C-0000-0074.0
Property Address: 26 FARM RD 1

Mailing Address: ~~MURCH STACY R & SUZANNE~~
~~26 FARM RD~~
BOLTON, MA 01740

*Leslie Robert &
Guiney Pelletier*

Parcel Number: 003.C-0076.0
CAMA Number: 003.C-0000-0076.0
Property Address: 32 FARM RD 3

Mailing Address: BEESON JENNIFER & THOMAS
32 FARM RD
BOLTON, MA 01740

www.cai-tech.com

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Exhibit Q

Filing Fees

