



Town of Groveland
Economic Development
Planning & Conservation Department
Zoning Board of Appeals

MEETING NOTICE
(M.G.L Chapter 30A Sections 18-25)

Board/Committee Name: ZONING BOARD OF APPEALS
Date: WEDNESDAY, July 10, 2024
Time of Meeting: 7:30 PM
Location: Public Safety Meeting Room
181 Main Street Groveland, MA 01834
Signature: Annie Schindler

AGENDA

For discussion and possible vote

~~7-10-24 10:00 AM~~
~~7-10-24 10:00 AM~~
~~7-10-24 10:00 AM~~

PUBLIC HEARING:

CONTINUED Application #2024-6 441 MAIN STREET (ESTY PARK) – A public hearing in accordance with General Laws, Chapter 40A, as amended, for Application #2024-6 made by Esty Park Trust, Eric Harper Trustee, 8 Federal Way, Groveland MA for the premises located at 441 Main Street, Groveland, Map 24 Lot 9, located in the Residential 2 (R2) Zoning District to modify Special Permit #2014-4 to add an additional building to the Property.

CONTINUED SEWELL STREET:

- Insubstantial changes to the plan previously approved. These changes include: Relocation of access for the development and associated changes to drainage, and the correction of an error in the Decision to change the number of bedrooms from 298 to 312.
- Review of TEC Stormwater Review.
- Zoning Board acknowledgement of Rental Regulatory Agreement.

36 GARRISON STREET: Board will provide information on the 40B process.

MINUTES: Approval of the May 1, 2024 and June 5, 2024, meeting minutes.

OTHER ITEMS NOT REASONABLE ANTICIPATED AT TIME OF POSTING

NEXT MEETING: To be determined.

ADJOURNMENT

NOTE - Notices and agendas are to be posted 48 hours in advance of the meeting excluding Saturdays, Sundays and legal holidays.

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**Town of Groveland
Zoning Board of Appeals
Application**
183 Main Street, Groveland MA

Application: If this Application is incomplete or missing any information, it will not be accepted by the Department Staff; therefore, we strongly recommend that you set an appointment with the Department Staff to review the application for completeness prior to submission. If it is submitted to Town Clerk and is incomplete the Zoning Board Staff person will reject the application. Bylaws are located on Town Website.
DO NOT MANIPULATE IF DOWNLOADING FROM WEBSITE.

For Town Use
Reviewed for completeness by: A. Schindler
Date: 4/8/24
Application #: 2024-6

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2024 APR -8 AM 10:52

LOCATION

Location: 441 Main Street, Groveland, MA
Address

Assessor's Records:	<u>24</u>	<u>9</u>	<u>R2</u>
	Map	Lot	Zoning District

APPLICANT

If the applicant is not the owner, please provide documentation from the owner of the property allowing the applicant to act as the agent.

Primary Applicant: ☒ Owner ☐ Lessee ☐ Buyer

Name: Esty Park Trust, Eric Harper Trustee

Address: 8 Federal Way, Groveland, MA

Phone: 978-979-5737 Email: MrErich1@hotmail.com

Secondary Applicant: ☐ Co-Applicant ☒ Representative

Name: James Ogden

Address: 2 Woodland Road, Georgetown, MA 01833

Phone: 978-702-7390 Email: JLOgden@gmail.com

Owner: *(if different from applicant)*

Name: _____

Address: _____

Phone: _____ Email: _____

PROJECT DESCRIPTION & INFORMATION

Process Sought:

- ☐ Application is hereby made for a **Variance** from the requirement of the Groveland Zoning Bylaw Chapter 50, Section (s) _____ and M.G.L Ch. 40A §10.
- ☒ Application is hereby made for a **Special Permit** from the requirement of the Groveland Zoning Bylaw Chapter 50, Section (s) 5.4 and M.G.L. Ch. 40A § 9.
- ☐ Appeal made by a person aggrieved by the inability to obtain a permit or enforcement action from the Building Inspector under Groveland Zoning Bylaw Chapter 50, Section 14-2 and MGL c. 40A.

Project Type: *(Check all that apply)*

Use Regulation

[Article 4](#)

Non-Conforming Use

[Article 5](#)

Non-Conforming Structure

[Article 5](#)

Wireless Communication Facility

[Article 6 Section 3](#)

☐

Non-Conforming Lot

[Article 8](#)

☒

Building Inspector Appeal

[Article 14 Section 2](#)

☐

Variance

[Article 14 Section 7](#)

☐

Other: *(If other please explain below)*

☐☐☐☒

Brief description of proposed work or use, or nature of relief requested. *(Attach letter if necessary)*

We seek relief to extent a nonconforming use to allow construction of an additional building, not to exceed 40'x80', at the Esty Park business park, formerly the site of Esty Lumber Corporation.

Prior Filings: File number, or Registry of Deeds book and page, of any previous appeal or permit issued by the Zoning Board of Appeals, Planning Board or Conservation Commission on these premises:

Zoning Board of Appeals filing #2014-4, decision recorded 4/29/2014, Bk 33242 Pg 85

Planning Board Aquifer Protection Special Permit and Site Plan Approval, findings and decision recorded 7/7/2015 Bk 34422 Pg 300

Dimensional Information:

All information should be measured and calculated in accordance with the [Zoning Bylaws](#); the information shall be based on architect/engineer/surveyor prepared plans and/or calculations.

Requirements per Zoning District	Existing	Proposed
Zoning District: <u>RA</u>		
Lot Area (sqft):	30,000	745,869
Lot Frontage (ft):	150	361.21
Front Yard Setback (ft):	30	200.4
Site Yard Setback #1 (ft):	15	134
Site Yard Setback #2 (ft):	15	288.7
Rear Yard Setback (ft):	15	620.7
Height (ft):	35	25

If the existing property, structure(s), and/or uses DO NOT conform to the current Zoning Bylaw, please describe what characteristic is non-conforming and when the lot, structure, or use began.

Esty Lumber Corporation operated on the site long before the adoption of Zoning in Groveland.

Many of the current structures predate the adoption of Zoning in 1953.

For just over 10 years, Esty Park Trust has continued many of the pre-existing, non-conforming uses, operating the site as a small business support center, during which time the land has zoned for residential use.

SPECIAL PERMIT

(Only complete if filing for a Special Permit)

Special Permit Type Sought:

Table of Uses Article 4 Section 5	<input type="checkbox"/> Registered Marijuana Dispensary Article 7 Section 4	<input type="checkbox"/>
Non-Conforming Use, Lot or Structure Article 5	<input checked="" type="checkbox"/> Sign Regulations Article 11	<input type="checkbox"/>
Wireless Communication Facility Article 6 Section 3	<input type="checkbox"/>	

**PLEASE BE SURE TO REVIEW THE SPECIFIC REQUIREMENTS
FOR EACH OF THE ABOVE FILING TYPES IN THE ZONING BYLAW.**

In addition to the specific requirements outlined in each Special Permit type, all Applicants must prove they meet the seven criteria listed in [Article 14 Section 6\(A\)](#). The criteria are listed below with space for an explanation, but if more space is required, please submit supporting documentation.

Criteria:

1) Social, economic, or community needs which are served by the proposal:

Esty Park provides office, storage, and warehouse space, as well as commercial yard space for a great number of local small businesses. The proposed building will add 4 more fully enclosed bays for small businesses to operate from.

2) Traffic flow and safety, including parking and loading:

The existing site has two secured entrance/exit gates approximately 200' from the main road. All parking and loading associated with this proposed building will be situated inside the fenced yard area which encompasses approximately 8 acres of land area.

3) Adequacy of utilities and other public services:

The site is serviced by Groveland Electric as well as Groveland Water & Sewer.

4) Neighborhood character and social structures:

The site is located across the street from Parker Fence Company. To the south is property of Groveland Electric. To the west is Johnson Creek and Haverhill. The north side of the property borders the Merrimac River. The Wharf Drive and Lane neighborhoods lay to the east, northeast of the property. For the last 10 years, Esty Park has strived to be a good neighbor.

5) Impacts on the natural environment:

Esty Park maintains the existing buffer to the two riverfront areas which it abuts. The proposed structure is centrally located on the site, creating little to no new impervious area.

6) Potential fiscal impact, including impact on Town services, tax base, and employment:

The proposed additional structure adds approximately 3200 square feet of commercial floor area to the tax base, to be tied in to existing utilities, on an already developed site. Commercial and Industrial uses create tax revenue that supports Groveland's largest expense, without adding any students. Esty Park provides a home base for small businesses, and their associated business equipment.

7) Consistency with the Town of Groveland Community Development Plan or the Town of Groveland Master Plan:

Unfortunately, Esty Park does not fit into any of the 3 Key Areas of focus identified in the "Master Plan."

Over the 5 year period between 2018-2022, there was a 21% increase in the value of a single family home. (p. 31)

For the same time period, there was a 25% increase in that homes tax bill. (p. 31)

The Master Plan cries out for more tax revenue, yet struggles to find ways to raise it.

For the same time period, the assessed value of Esty Park has grown 29%, with a tax bill increase of 35%.

Since 2015, the assessed value of the property has increased almost 600% (\$918,800 to \$5,399,000)

VARIANCE

(Only complete if filing for a Variance)

Variance Sought:

Please list the specific section of the Zoning Bylaw in which you are seeking a variance for:

NOTE: [Section 14.7\(D\)](#) prohibits the granting of use variances.

All Applicants must prove they meet the three criteria listed in [Article 17 Section 7\(A\)](#). If the Applicant cannot meet these three criteria they will not be considered for a variance. The criteria are listed below with space for an explanation, but if more space is required, please submit supporting documentation.

1) Owing to circumstances related to soil, shape, or topography conditions of the land or structures, specifically affecting the land or structure but not generally the rest of the zoning district in which it's located:

2) A literal enforcement of the Bylaw will cause substantial hardship, financial or otherwise:

3) Relief can be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of the Bylaw:

APPLICATION CHECKLIST

Please submit a completed and signed Application to the Zoning Board Staff and make an appointment with Board Staff prior to making copies.

- ☐ **Application Fee** - See Appendix A (*made payable to the Town of Groveland*).
- ☐ **Copy of Deed**
- ☐ **Property Card** - From the Assessor's Office.
- ☐ **Abutters List for a 300 ft radius of the property** - Certified by the Assessor's Office within the last 6 months.
- ☐ **Stamped and Addressed Mailings** - See Appendix B
- ☐ **All Prior ZBA, Planning Board, or Conservation Commission Decisions**
- ☐ **Letter of Authorization** - To represent the owner/applicant (*if using representative or attorney*).
- ☐ **Denial Letter from Building Inspector** (*for Variance and Building Inspector Appeals only*).
- ☐ **Plot Plan** - Depending on the application, a certified plot plan may be required. Please consult with Board Staff. Requirements for the plot plan are listed in Appendix C.
- ☐ **Floor Plan** - Depending on the application, a certified floor plan may be required. Please consult with Board Staff
- ☐ **Electronic Copy of All Documentation**
- ☐ **DO NOT INCLUDE/PRINT APPENDIXES IN APPLICATION THAT GETS SUBMITTED TO THE BOARD**

Legal Notice & Abutter Notification

The Zoning Board of Appeals shall provide the Applicant with a copy of a Legal Notice which shall also be used the Abutter Notification.

Notice of the Applicant's public hearing will be published in the Eagle Tribune once in each of two successive weeks, the first publication to be not less than 14 days before the date of the hearing. The Board will prepare the legal notice; the applicant is responsible for submitting the legal notice to the newspaper for publishing and providing payment to the newspaper.

It is the Board's Policy that the Applicant shall be responsible for proper notification of Abutters. Abutter Notification shall be accomplished with Certified Mail/Return Receipt Requested. The actual return receipt shall be submitted to the Board at the start of the first public hearing. Failure to provide proof of Abutter Notification at the first meeting shall deem the meeting to be improperly noticed and shall be canceled. In such an event, the Applicant shall be allowed to withdraw the application for re-submittal at a later date. All costs associated with re-submittal shall be the responsibility of the Applicant, including legal advertisements.

In addition to abutter notification, the Applicant shall send notice of the application to all municipalities abutting the Town of Groveland. The notice to abutting towns does not need to be sent certified mail; Town of Boxford Planning Board 7A Spofford Road Boxford, MA 01921, Town of Georgetown Planning Board 1 Library Street Georgetown, MA 01833, City of Haverhill Planning Board City Hall, Room 201 4 Summer Street Haverhill, MA 01830, Town of Newbury Planning Board Town Hall 12 Kent Way Byfield, MA 01922, Town of West Newbury Planning Board 381 Main Street West Newbury, MA 01985.

SIGNATURES

I/We hereby request a hearing before the Groveland Zoning Board of Appeals for the indicated relief.

I/We certify that I/we have read and examined this Application and all the materials submitted that all of the information contained therein or provided therewith is true and correct.

Applicant:

Signature: _____

Printed Name: _____

Esty Park Trust, Eric Harper Trustee

Owner of Record:

Signature: _____

Printed Name: _____

Esty Park Trust, Eric Harper Trustee

It is the Applicant's responsibility to assure that all legal requirements are satisfied, and all showings are made. The Applicant is encouraged to review the By-Law in its entirety (available on town website).

APPENDIX A

Schedule of Fees

Special Permit/Variance: \$400.00

Appeal of the Decision of the Building Commissioner: \$275.00

APPENDIX B

Mailing Requirements

The Applicant will provide a set of mailing labels to the Zoning Board of Appeals to be used by the Board to mail the Decision to the abutters. The Applicant is responsible for submitting stamps (or stamped envelopes if the Applicant has access to a mailing machine) for each abutter to the Zoning Board of Appeals for the Decision. The Zoning Board of Appeals will assemble the mailing and mail accordingly.

APPENDIX C

Plot Plan Requirements

Plan shall be Certified (Stamped & Dated) by a registered land surveyor/engineer to include the location and dimensions of all existing and proposed buildings. Also front/rear/side yard setbacks and setback distances (setbacks from building/s to all lot line/s for all structures); Elevations for the front/rear/side showing measurements of the height of the existing and proposed structures using the definition of Building Height in the Zoning Bylaw; A scale measurement, with compass drawing showing North Arrow on the plan with the address of the property and names and addresses of the owner and the name of the person/ entity preparing the plan with the date of the plan. MORTGAGE SURVEY PLANS or SEPTIC PLANS ARE NOT ACCEPTABLE, you should have a survey/certified plot plan. Any additions or updated Plans MUST be submitted to Board Staff two weeks Prior to the hearing date.

Zoning Board of Appeals
Town of Groveland
183 Main St
Groveland, MA 01834

March 20, 2024

To whomever it may concern,

Please allow this letter to serve as authorization to allow James Ogden to serve as representative for Esty Park Trust with respect to the application to the Board to modify the existing Special Permit #2014-4, to construct an additional building at 441 Main St, Groveland, MA.

Sincerely,



Eric Harper
Trustee, Esty Park Trust

SL
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FINDINGS AND DECISION

APPLICATION FOR AQUIFER PROTECTION DISTRICT SPECIAL PERMIT AND SITE PLAN APPROVAL

Applicant: Owner – Eric W. Harper, Trustee, Esty Park Trust
Operator – Eric W. Harper, Esty Park Business Association

Subject Property: 441 Main Street, Groveland, MA
Assessor's Maps 24, Parcel 9

Date: July 7, 2015

PROCEDURAL HISTORY

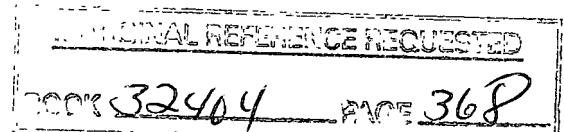
1. The Applicant has proposed to renovate an office/retail building with associated site improvements, to modify and improve other existing commercial buildings and parking areas, to continue the pre-existing business use of the site, to consolidate bulk storage within a single paved area, to enclose open storage within several new buildings to be constructed over time, and to install new landscape buffers (collectively, the "Project") on the Subject Property, which is located in the Residence District (R-B) and has been used for multiple commercial and industrial purposes prior to the inception of zoning in Groveland.

2. The Project consists of two phases as shown on the Record Plans which include the following three drawings:

- Plan titled "Estys Park, 441 Main Street, Site Plan – Phase 1 in Groveland, MA", prepared by Marchionda & Associates, L.P. of Stoneham, Massachusetts dated May 13, 2015, last revised May 15, 2015.
- Plan titled "Estys Park, 441 Main Street, Site Plan – Phase 2 in Groveland, MA", prepared by Marchionda & Associates, L.P. of Stoneham, Massachusetts dated May 13, 2015, last revised May 15, 2015.
- Plan titled "Estys Park, 441 Main Street, Landscape Plan in Groveland, MA", prepared by Marchionda & Associates, L.P. of Stoneham, Massachusetts dated January 14, 2015, last revised May 15, 2015.

3. Phase 1 of the Project totals 69,880 square feet (sf) consisting of (a) an existing 5,150 sf

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building to be used primarily for office and retail purposes, and (b) 15 existing buildings totaling 64,730 sf to be used primarily for small business support storage. Phase 2 of the Project consists of 4 new buildings totaling 17,400 sf to be used primarily for enclosed storage in lieu of open storage. Phase 1 of the Project will result in a net reduction of 10,144 sf in total building area on the Subject Property; Phase 2 of the Project will result in the net addition of 7,256 sf in total building area on the Subject Property. Phase 2 of the Project is intended to substitute for the 40B multi-family housing previously proposed for the eastern side of the Subject Property.

4. The Project is partially located in the Town's Aquifer Protection Overlay District and requires (a) a special permit from the Planning Board pursuant to Section 1700.6 "Aquifer Protection District" of the Zoning By-laws, and (b) site plan approval by the Planning Board per Section 108.1 of the Zoning By-laws.

5. A public hearing was duly advertised and held on January 7, 2015. After hearing and consideration of the testimony and evidence of all parties present, and upon due consideration of the Groveland Zoning By-Laws, the Planning Board hereby approves the submitted site plans and the Aquifer Protection District special permit application with the following conditions/restrictions.

6. This decision is rendered on July 7, 2015 subsequent to the public hearing opened on January 6, 2015, continued on February 17, 2015 and closed on May 19, 2015.

7. The approval of the Special Permit and Site Plan, subject to the conditions enumerated in this decision, was voted unanimously (4 – 0) by the four members present.

8. The following documents and exhibits were received during the public hearing and are hereby incorporated by reference in this decision.

- Plan titled "Estys Park, 441 Main Street, Site Plan – Phase 1 in Groveland, MA", prepared by Marchionda & Associates, L.P. of Stoneham, Massachusetts dated May 13, 2015, last revised May 15, 2015.
- Plan titled "Estys Park, 441 Main Street, Site Plan – Phase 2 in Groveland, MA", prepared by Marchionda & Associates, L.P. of Stoneham, Massachusetts dated May 13, 2015, last revised May 15, 2015.
- Plan titled "Estys Park, 441 Main Street, Landscape Plan in Groveland, MA", prepared by Marchionda & Associates, L.P. of Stoneham, Massachusetts dated January 14, 2015, last revised May 15, 2015.
- Site Plan Review & Special Permit Application letter prepared by Esty Park Realty Trust dated February 2, 2015

Site Plan Review & Special Permit Application letter prepared by Marchionda & Associates, L.P. dated November 25, 2014.

- Building Summary Table, four sheets, prepared by Esty Park Trust, dated November 5, 2014 last revised January 7, 2015.
- Site Walkover, Evaluation of Hazardous Material Storage and Review of Applicable Sections of the Aquifer Protection Bylaw letter prepared by New England Environmental Technologies, Corp. dated April 2, 2015.
- Town of Groveland Application for Site Plan Review prepared by Eric Harper dated May 13, 2015.
- Special Permit Application "Hazardous Material and Environmental Policy" prepared by New England Environmental Technologies, Corp. dated December 1, 2014, last revised May 4, 2015.
- Response letter prepared by Marchionda & Associates, L.P. dated May 12, 2015.
- Comment letter from the Groveland Water and Sewer Department dated January 7, 2015.
- Comment letter from the Groveland Conservation Commission dated January 9, 2015.
- Peer Review letters from GZA GeoEnvironmental, Inc. dated February 10, 2015, April 14, 2015 and May 18, 2015.
- Verbal comments during hearings by Dianne LaFrance, 1 Wharf Lane, Groveland.

9. The plans and other submission materials were reviewed by the Planning Board and its consulting engineer, GZA GeoEnvironmental, Inc. (GZA). Throughout its deliberations, the Planning Board has been mindful of the statements of the applicants and their representatives, and the comments of the general public, all as made at the public hearings.

FINDINGS OF FACT:

1. An Aquifer Protection District special permit may be granted by the Planning Board pursuant to Section 1700 of the Groveland Zoning By-laws when the proposed uses are in harmony with the general purpose and intent of the Zoning By-laws, when the adverse effects of the proposed uses will not outweigh its beneficial impacts to the town or the neighborhood (considering the particular characteristics of the site and the proposed project in relation to that site) and when the specific standards set forth in the Zoning By-laws are met. Per Section 1700.7.C of the Groveland Bylaws the Aquifer Protection District specific standards include the following:

- a. The proposed use in no way, during construction or thereafter, adversely affects the existing or potential quality or quantity of water that is available in the Aquifer Protection District.
- b. The proposed use is designed to avoid substantial disturbance of the soils, topography, drainage, vegetation, and other water related natural characteristics of the site to be developed.

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2. The Board makes the following findings with regard to the Project's compliance with the Aquifer Protection District standards:

- a. The proposed Project will reduce the total impervious area on the site, will expand the landscaped areas on the site and, therefore, will increase the quantity of water that is available in the Town's aquifer. The Project will be conditioned and will employ measures to control uses on the site, provide for the safe storage of small quantities of hazardous materials and prohibit the storage of hazardous materials within Zone II aquifer areas on the site.
- b. The Project will only involve minimal disturbance of soils and topography. The project has been designed to maintain exiting drainage patterns, and to protect and increase vegetation on the site. As a result the Project should not impact the natural groundwater patterns of the site.

3. Pursuant to Section 108.2.2 of the Groveland Zoning By-laws, the Board must consider the following matters in its review of a site plan submittal:

- a. Protection of adjoining premises against seriously detrimental uses by provisions for surface water drainage, sound and sight buffers and preservation of views, light and air;
- b. Convenience and safety of vehicular and pedestrian movement within the site, the location of driveway openings in relation to traffic or to adjacent streets and, when necessary, compliance with other regulations for the handicapped, minors and elderly;
- c. Adequacy of the arrangement of parking and loading spaces in relation to the proposed uses of the premises;
- d. Adequacy of the methods of disposal of refuse and other wastes resulting from the uses permitted on the site;
- e. Relationship of structures and open spaces to the natural landscape, existing buildings and other community assets in the area and compliance with other requirements of this Bylaw; and
- f. Impact on the Town's resources including the effect on the Town's water supply and distribution system, sewage collection and treatment, fire protection, streets and school systems;

and may impose such appropriate conditions, limitations, and safeguards as will insure compliance with the terms of approval.

4. The Board makes the following findings with regard to the Project's compliance with the Site Plan Review standards:

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- a. The Project includes the installation of landscape berms, landscaping and fencing to provide sound a buffer and to protect the views of the adjacent residential properties. The project will not alter stormwater drainage patterns or increase flows to the adjacent properties. The new buildings proposed as part of Phase 2 will provide enclosed storage in lieu of open storage, and will be separated from residential areas by a landscaped berm.
- b. The Project will establish defined parking areas and access ways within the site which will improve the convenience and safety of vehicular and pedestrian movement. The proposed uses will generate minimal traffic and require minimal parking. The Project will maintain the existing street opening.
- c. Handicap parking will be provided as required by ADA and Massachusetts AAB regulations. The proposed retail/office building will be fully handicapped accessible.
- d. Most of the proposed uses involve off-site activities and will not generate significant refuse or waste on site. Dumpsters have been provided on-site.
- e. At the front of the site along Main Street, the Project involves substantial rehabilitation of and landscaping around Building B-101. At the rear of the site, the Project will improve the Riverfront areas along the Merrimack River and Johnson's Creek by the removal of barges and derelict vessels, by the stabilization of river bank areas, and by the maintenance of a large grass field along the River's edge.
- f. The proposed uses will be screened from adjoining public ways and private residences and should have no impact on community assets in the area.
- g. The proposed uses will not cause a significant impact in water demand and should not impact the Town's water supply and distribution system, or sewage collection and treatment system. All new buildings proposed as part of the Project will be single-story steel-framed structures. The project does not include multi-story building and all buildings will have required fire protection systems. Phase 2 of the Project no longer involves 40B housing which would have imposed a far greater demand on community resources.

DECISION:

Considering all documents received and testimony given concerning the Project, the Planning Board finds that the requested special permit and site plan approval may be granted because the proposed uses are in harmony with the general purpose and intent of the Zoning By-laws, the adverse effects of the proposed Project will not outweigh its beneficial impacts to the Town or the neighborhood (in view of the particular characteristics of the Subject Property and the proposed Project in relation to the Subject Property) and the Project meets all standards set forth in Sections 108 and 1700 of the Zoning By-laws.

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Accordingly, the Planning Board grants the special permit and grants site plan approval for the Project as shown on the Record Plans, subject to the following conditions:

General Conditions

1. Subject to the Conditions contained herein, the Project shall be substantially constructed in accordance with the Record Plans, which are on file with the Planning Board.
2. The Project shall be limited to the buildings and improvements shown on the Record Plans. No new building in Phase 2 may be constructed until all landscaping and other site improvements shown on the Record Plans have been installed and the as-built site plan showing such improvements has been submitted.
3. If the Applicant wishes to modify the approved Record Plans, it shall submit proposed modifications to the Planning Board. Where such modification is deemed substantial, the same standards and procedures applicable to an original application for a special permit shall be required by the Planning Board; provided, however, that the Planning Board may determine that a proposed modification is insubstantial and approve the same without the need for any further Planning Board approval or hearing. Authorization to modify the Record Plans shall be obtained prior to any substantial modification in the field.
4. The Applicant has proposed, and the Board hereby requires, unless the Town otherwise acts or as otherwise provided in this Decision, that the following aspects of the Project shall be private, and that the Town shall not have any legal responsibility for the operation, maintenance, repair or replacement of the same to the extent such features are located on the Subject Property. Accordingly, the Applicant shall at all times maintain in a timely manner responsibility for the following services:
 - All roadways and parking areas
 - Stormwater management facilities, including detention basins
 - Snow plowing
 - Landscaping
 - Trash removal
 - Street lighting
 - Building repair and maintenance
 - Water services as well as all above ground and in-ground structures and piping related thereto
 - All above ground or underground electrical conduits and piping (provided that nothing herein is intended to prohibit the ownership of the same by an appropriate utility)

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5. The Applicant shall at all times use all reasonable means to minimize inconvenience (objectively defined by the Building Inspector/Zoning Enforcement Officer in consultation with the Planning Board and other Town officials) to residents in the general area. Business operations on the Subject Property shall not commence on any weekday before 6:30 a.m. and shall not continue beyond 7:00 p.m. On Saturdays business operations shall not commence before 6:30 a.m. and shall not continue beyond 7:00 p.m. Business operations on Sundays are prohibited. As used herein, "business operations" shall not include the mere presence on the Subject Property, but shall include any disruptive activity that can be seen or heard from an adjoining residential property. The intent of this provision is to fully protect the peace and quiet of the adjoining residential neighborhood during non-business hours. Signs indicating the hours of operation and fines shall be posted within each unit near the main entrance in a conspicuous location. In accordance with Section 1502 of the Zoning By-laws, the maximum allowable fine may be assessed on any person that violates the foregoing restriction on business operations. The Planning Board recommends a slightly earlier opening hour for business operations (6:30 a.m. instead of 7:00 a.m.), with the understanding that the Applicant must also obtain approval for this opening hour from the Zoning Board of Appeals. If the Zoning Board of Appeals does not grant approval for the 6:30 a.m. business operations start time then the 7:00 a.m. business operations start time shall be enforced on weekdays and Saturdays.

6. In the event of any emergency, the Applicant shall allow as a condition of this special permit access by the Town to the water lines on the Subject Property for repair purposes.

7. All invoices generated by GZA as the Board's peer reviewers during the Application stage shall be paid within twenty days of the filing of this decision with the Town Clerk, whether this Decision is appealed or not. No post-permit reviews of documents or plans shall be conducted until such invoices have been paid in full. No new building permit or certificate of occupancy shall be issued until such invoices have been paid in full.

8. No temporary or final certificate of occupancy for any new building or phase of the Project shall be issued until the infrastructure, common facilities, common improvements and landscaping (collectively, the "Site Improvements") specified in this Decision and set forth on the Record Plans are constructed and installed as shown on the Record Plans. As used in this paragraph, "new" building includes any structure erected on the Subject Property after May 15, 2015.

9. Following completion of construction for each phase of the Project, the Applicant shall provide an "as-built" site plan to the Planning Board, the Building Department and the Board of Assessors prior to the issuance of the final certificate of occupancy for any new building in the Project in accordance with applicable regulations. These plans shall also be submitted in electronic format. As used in this paragraph, "new" building includes any structure erected on the Subject Property after May 15, 2015.

10. Prior to the issuance of a Certificate of occupancy for Building B 101, the Applicant shall comply with the requirements listed in the Groveland Water and Sewer Department's letter of

TOWN OF GROVELAND
2015 JUL -9 AM 11:40
TOWN CLERK

January 7, 2015.

Conditions Pertaining to the Construction Phase of the Project

11. During construction of the Project, the Applicant shall conform to all local, state and federal laws regarding noise, vibration, dust and blocking of Town roads. The Applicant shall at all times use all reasonable means to minimize inconvenience (objectively defined by the Building Inspector/Zoning Enforcement Officer in consultation with the Planning Board and other Town officials) to residents in the general area. Exterior construction of the Project shall not commence on any weekday before 7:00 a.m. and shall not continue beyond 6:00 p.m. except for certain operations such as concrete finishing and emergency repairs. Exterior construction shall not commence on Saturday before 8:00 a.m. and shall not continue beyond 5:00 p.m. with the same exceptions. The Building Inspector/Zoning Enforcement Officer may allow longer hours of construction in special circumstances, provided that such activity normally is requested in writing by the Applicant except for emergency circumstances, where oral communication shall be followed by written confirmation. There shall be no exterior construction on any Sunday or state or federal legal holiday. Hours of operation shall be enforced by the Building Inspector/Zoning Enforcement Officer.

12. During construction of the Project, the Applicant shall maintain the existing vegetated buffer areas within Wharf Lane.

13. The Applicant shall promptly pay the reasonable fees of the Board's consulting engineer (GZA) for review of the plans or documents described herein or for inspections required by this Decision during the construction phase. The need for such inspections shall be determined by the Board and the results of any inspections shall be provided to the Board in written format. The Board shall require the establishment of an escrow account to assure such payment pursuant to G.L. c.44, s. 53G, subject to replenishment. All work shall be subject to an agreed upon scope of services in advance specifying a "not to exceed" amount. Such amount shall not be exceeded without the Applicant's consent, which shall not be unreasonably withheld.

14. The Board or its agents may enter onto and view and inspect the Subject Property during regular business hours to ensure compliance with the terms of this Decision, subject to applicable safety requirements as established by the Applicant or its contractor, including signing in at the construction field office trailer.

15. Prior to the commencement of further construction of the Project, the Applicant shall submit to the Building Inspector a Construction Management Plan for the Project detailing safety precautions and delivery schedules. As used in this paragraph, "further construction" includes any building or site work conducted on the Subject Property after May 15, 2015.

16. The proposed dumpster shall be screened.

17. Handicap parking spaces shall be provided as required by the Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board (AAB) regulations.

07:11 AM 6-700 5102

TOWN OF GROVELAND

18. To the extent required by current ADA and AAB regulations, accessible ways shall be provided to each building and unit.

19. Sidewalk ramps shall be provided at the site entrance along Main Street in accordance with directions given by the Town's Road Commissioner.

20. A guardrail shall be provided at the parking spaces adjacent to Johnson's Creek. In addition, the Applicant will comply with the wetland protection conditions imposed by the Conservation Commission as set forth in its letter permit dated June 5, 2015.

21. The type of materials or equipment to be stored in the temporary bulk storage area located within Zone II shall be indicated by written statement submitted to the Planning Board and the Building Inspector. The storage of fuel or liquid hazardous materials (except that normally contained in registered vehicles) within Zone II is prohibited.

22. Prior to issuance of a certificate of occupancy for Building B 101 the Applicant shall submit a final landscape plan including construction details and specifications for the landscaping and fencing at Wharf Lane and the screening of the bulk storage area provided along Main Street to the Planning Board for approval. Final landscape details and specifications shall include the size and type of trees to be planted, the height and style of fence to be installed, and a manufacturer's description of the screening material to be used on perimeter fencing.

Conditions Pertaining to the Post Construction Phase of the Project

23. In the event of any emergency, the Applicant shall allow as a condition of this special permit access by the Town to the water lines on the Subject Property for repair purposes.

24. Storage of fuel or liquid hazardous materials within Buildings B101 and B102 is prohibited.

25. The type of materials or equipment to be stored in the temporary bulk storage area located within Zone II shall be indicated by written statement submitted to the Planning Board and the Building Inspector. The storage of fuel or liquid hazardous materials (except that normally contained in registered vehicles) within Zone II is prohibited.

26. [omitted]

27. The storage and use of hazardous materials and fertilizer shall comply with all local, state and federal regulations as amended, and the recommendations presented in New England Environmental Technologies, Corp letter report of April 2, 2015.

28. The "Hazardous Material and Environmental Policy Form" shall be reviewed and updated annually as required by changes in local, state or federal regulations.

29. All lessees of unit/buildings at the site shall submit to the Applicant MSDS for materials stored on site and a signed copy of the "Hazardous Material and Environmental Policy Form". If

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TOWN CLERK

-9-

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TOWN OF GROVELAND

the Hazardous Material and Environmental Policy Form is amended then new signed copies of the form shall be submitted to the Applicant annually.

30. Exterior flood lighting shall be motion activated and directed downward. The requirement for motion-activated lighting does not apply to entry identification lights placed at building doorways. A representative of the Planning Board may inspect and suggest adjustments to lighting at the Subject Property.

31. Washing or maintenance of boats or vessels on the site is prohibited.

32. A list of hazardous materials with maximum quantities shall be prepared by the Applicant or current owner on an annual basis and submitted to the Groveland, Planning Board, Water and Sewer Department, Fire Department and Board of Health.

33. The Applicant or subsequent owners of the site shall comply with all applicable Town, State and Federal legal requirements governing the cleanup of pollutants or hazardous materials, if any, that may be released from the Subject Property to the environment and may thereby enter Johnson's Creek or the Merrimack River.


34. This decision shall run with the land and be binding on successors in title that own the Subject Property.

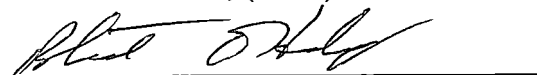
35. All other Town of Groveland By-Laws not mentioned in this Decision that are applicable to the Project or Subject Property shall be adhered to. Any violation of other Town By-Laws shall be considered a violation of this Decision.

36. Any occupant of the Subject Property that violates the terms and conditions of this Decision shall be subject to appropriate enforcement action, including the imposition of maximum daily fines, the issuance of cease and desist orders, and the revocation of occupancy rights, all in accordance with applicable provisions of the Town's Zoning By-Laws and the Massachusetts Zoning Act.

RECORD OF VOTE

The following members of the Planning Board vote to approve the Project, grant the requested special permit for the Project and to grant site plan approval for the Project, subject to the above-stated conditions:


Walter Sorenson, (Chair) Member


Robert O'Hanley, Member

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James M. Freer
James Freer, Member

Robert Arakelian
Robert Arakelian, Member

Date: July 7, 2015

The following members of the Planning Board are in opposition to the grant of the requested special permits for the Project and the grant of site plan approval for the Project:

Any person aggrieved by this decision shall be entitled to appeal therefrom to a court of competent jurisdiction within twenty (20) days following the Planning Board's filing of this decision with the Town Clerk pursuant to General Laws, Chapter 40A, Section 17.

July 9 2015
Filed with the Town Clerk of Groveland

Anne Buddie
Town Clerk

Copy of Decision Mailed to:

A1169265.1

TOWN OF GROVELAND
2015 JUL -9 AM 11:41
TOWN CLERK
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TOWN OF GROVELAND
Notice of Appeal or Not
for Decision Made by Groveland Planning Board



Office of the Town Clerk
183 Main Street
Groveland, Mass
Tel-469-5005
Anne Brodie

I hereby copy of a decision of the Groveland Planning Board of the TOWN OF GROVELAND related to the application of:

Eric Harper
Applicant's Name

441 Main St.

Applicant's Street Address

File Number

Was filed in this office on: July 9, 2015 and that no notice of appeal was filed.

Attest: Anne Brodie
Anne Brodie

Date: July 29, 2015



TOWN OF GROVELAND

2017 MAY -5 AM 10:13



TAX COLLECTOR

**TOWN OF GROVELAND
ZONING BOARD OF APPEALS**



SO. ESSEX #366 Bk:35927 Pg:570
06/08/2017 03:19 PM DCSN Pg 1/9
eRecorded

**SPECIAL PERMIT DECISION UNDER SECTION 6 OF THE MASSACHUSETTS
ZONING ACT AND SECTION 106 OF THE GROVELAND ZONING BYLAWS
APPLICATION #2017-1**

YOU ARE HEREBY notified of the Decision of the Board of Appeals on the application made by Eric W. Harper, Trustee of Esty Park Trust (the "Petitioner") for property owned by the Trust located at 441 Main Street, Groveland, Massachusetts Assessor's Plat # 24 Lots # 8 and #9 (the "Property").

Application # 2017-1 was filed with the Board on February 10, 2017 as signified by the Town Clerk's date stamp. A revised site plan, referenced below and attached hereto, was submitted to the Zoning Board on March 22, 2017.

The Board, as authorized by Section 15 of Chapter 40A of the Massachusetts General Laws, heard the application of Petitioner at a public hearing conducted on March 1 2017, April 5, 2017 and May 3, 2017.

Notice of such public hearing was given by Town Hall posting, newspaper publication and certified mail to all parties in interest as defined in Section 11 of Chapter 40A of the Massachusetts General Laws.

Moved by Kathleen Franson, seconded by Jason Norman, the Board voted 3-0 to issue the decision set forth below.

The Board makes the following findings in connection with this Decision:

- A. The Property has been improved and used for commercial and industrial uses since the early 1900s. In 1954, the Town of Groveland adopted zoning and placed the Property within a residential zoning district. As a result, the business located on the Property (Esty's saw mill, lumber yard and hardware store) became a pre-existing non-conforming use.
- B. Historically, Esty's use of the Property included the following: wholesale and retail sales; milling of lumber and manufacture of wood products; fabrication of doors and windows; office and administrative services; accessory repair of motor vehicles and heavy

equipment; open and enclosed storage of building supplies; and warehousing of products for pickup by and delivery to customers (collectively, the "Historic Uses").

- C. Since purchasing the Property in 2013, the Petitioner has been engaged in its rehabilitation for adaptive commercial usage. Previously, the Board reviewed and approved Phase 1 of the Petitioner's project including the buildings located in the southwestern portion of the Property. The present application is for Phase 2 of the Petitioner's project, including the buildings proposed for the northeastern portion of the Property.
- D. Phase 2 consists of three new buildings totaling 17,400 sf of space. Together, Phase 1 and Phase 2 total 87,280 sf of space.
- E. As proposed by the Petitioner, Phase 2 is separated into two segments: a "front segment" located along Main Street to be used for office purposes; a "rear segment" located behind security fencing to be used for "small business support storage" as defined below (collectively, the "Proposed Uses").

Small business support storage means the care and keeping of equipment, supplies, materials, tools, machines and vehicles owned by persons involved in small businesses and customarily used in the operation of those businesses who periodically pick-up and drop-off stored items for use at sites located off the Property. By way of example, small business support storage serves those in the construction trades who customarily maintain a place for the keeping of supplies and materials that are used in their work at job sites located elsewhere. The "care" of vehicles may include regular maintenance (such as adding fluids and checking tire pressures) but shall exclude major repairs and body work.

- F. The Proposed Uses represent an alteration or extension of the Historic Uses which the Board may allow upon a finding that the former are not substantially more detrimental than the latter to the neighborhood, all as provided under G.L. Chapter 40A, Section 6 and Section 106 of the Zoning Bylaw.
- G. The neighborhood of concern in connection with Phase 2 is a residential subdivision on Wharf Drive and Wharf Lane abutting the northeast side of the Property and the residential area along Main Street. The Board finds that the Petitioner's project will not increase any adverse effects on this neighborhood for the following reasons:
 - i. The Proposed Uses will eliminate all heavy industrial activities;
 - ii. Unlike the Historic Uses, the Proposed Uses will not involve public access and retail sales on the rear segment of the Property;
 - iii. The Proposed Uses are generally quiet and compatible with the adjoining residential neighborhood;

- iv. The proposed project includes substantial site improvements including a landscaped buffer along the northeast perimeter of the Property, all of which serve to protect and enhance adjoining residential properties; and
- v. All public testimony received by the Board, including all comments from residential neighbors, has been favorable to and supportive of the Petitioner's project.

H. Accordingly, the Board hereby finds that the Proposed Uses will not be substantially more detrimental to the neighborhood and hereby approves the same pursuant to G.L. Chapter 40A, Section 6 and Section 106 of the Zoning Bylaw.

The Board's approval of Petitioner's proposal is subject to the following conditions considered to be reasonable and appropriate under the circumstances:

1. Hours of Operation.

- a) Business operations at the Property will be limited to Monday through Saturday, from 6:30 a.m. to 7:00 p.m.
- b) No business operations may be conducted on Sunday or on any Federal Holiday including: New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day.
- c) The Petitioner will furnish all tenants a written directive stating that pick-up and drop-off activity is strictly prohibited outside the permitted days and times of operation noted above.
- d) The Applicant will promptly address any neighbor complaint directly with that neighbor and, if unsuccessful in reaching a resolution, will work with the building inspector to resolve the complaint.

2. Scope of Use.

- a) The front building (B-116) will be used for office and/or small business support storage as defined in the Groveland Zoning Bylaw and as defined above in this Decision. Any small business support storage use in B-116 shall be accessed from the rear segment, behind the fence, and no overhead doors shall be visible from Main Street.
- b) The rear buildings (B-117 and B-118) will be used for small business support storage as defined above in this Decision.

- c) Accessory uses will be limited to activities that are subordinate to the primary use and otherwise meet the definition of "Accessory Use" in Appendix B of the Town's Zoning Bylaws.¹

- i. Open storage accessory to small business support tenants will be limited to bulk items that are typically kept outdoors, provided that such items (i) are customarily part of a business occupying building space on the Property, (ii) are arranged in a neat and orderly manner, (iii) are confined to paved areas located in the rear segment of the Property, and (iv) are screened from the view of abutting properties and public ways.
- ii. Fabrication and like processes accessory to small business support storage will be limited to activities that (i) occur indoors, (ii) cannot be seen or heard from outside the Property, and (iii) comply with the "zero impact" standards set forth in the definition of "Light Industry" as appearing in Appendix B of the Town's Zoning Bylaws.²

3. Access and Parking.

- a) Access to the rear segment of the Property will be gate controlled and limited to the businesses that occupy building space at the Property.
- b) There will be no on-street parking along Main Street. Parking for vehicles on the Property will be provided by the spaces shown on the Site Plan.
- c) In addition to the driveway openings onto Main Street, the Petitioner will retain an open corridor enabling secondary emergency access through a gate from the cul-de-sac at the end of Wharf Lane which shall not be used for general access by tenants or the public.

4. Lighting.

- a) Area-wide lighting will be limited to fixtures cut to illuminate in a downward direction.
- b) Localized lighting will be placed on the sidewall of buildings as necessary to illuminate doorway entry areas.
- c) No lighting will be placed on the back side of buildings facing Wharf Drive or Wharf Lane.

¹ Accessory use or building. Use or building customarily incident to and located on the same lot with the use or building to which it is accessory and not detrimental to the neighborhood.

² Light industry. Fabrication, processing, or assembly employing only electric or other substantially noiseless and inoffensive motive power, utilizing hand labor or quiet machinery and processes, and free from neighborhood disturbing agents, such as odors, gas fumes, smoke, cinders, flashing or excessively bright lights, refuse matter, electromagnetic radiation, heat or vibration.

5. Landscaping.

- a) Phase 2 will include additional landscaping as shown on the Site Plan and shall be installed prior to issuance of a Certificate of Occupancy for building B-116.
- b) The extended berm will be planted with a mix of evergreen trees that match the existing berm.

6. Signage.

- a) All new signs shall be permitted in accordance with the Groveland Zoning Bylaws.
- b) Each building will have one sign that identifies the building number.

7. Related Zoning Relief.

- a) Petitioner's project (Phases 1 and 2) received Site Plan Approval and an Aquifer Protection Special Permit from the Planning Board under a Decision dated July 7, 2015, filed with the Town Clerk on July 9, 2015. A minor modification to the Site Plan was approved by the Planning Board on March 7, 2017.
- b) To avoid redundancy, eliminate conflict and ensure consistency among zoning decisions, all provisions of the Planning Board's Site Plan Approval and Special Permit are incorporated herein and made a part of this Decision.

8. Recording.

- a) The Petitioner will record this Decision at the Registry of Deeds upon issuance of a certificate by the Town Clerk stating that no appeal has been filed within the time required for filing such appeals, or that such appeal has been withdrawn, denied or dismissed.
- b) A copy of the recorded Decision will be furnished to the Board, the Town Clerk and Building Commissioner prior to the issuance of any building permit in connection with Phase 2.

Site Plan: Sheet 1 of 2 titled "Estys Park, 441 Main Street, Groveland MA, Site Plan - Phase 1", first dated May 13, 2015, last revised March 6, 2017, scale 1 inch equals 50 feet, prepared by Marchionda & Associates, LP, signed and stamped by Paul A. Marchionda Registered Professional Engineer on March 6, 2017, endorsed as approved by the Groveland Planning Board on March 7, 2017; Sheet 2 of 2 titled "Estys Park, 441 Main Street, Groveland MA, Site Plan - Phase 2", first dated May 13, 2015, last revised March 6, 2017, scale 1 inch equals 50 feet, prepared by Marchionda & Associates, LP, signed and stamped by Paul A. Marchionda Registered Professional Engineer on March 6, 2017, endorsed as approved by the Groveland Planning Board on March 7, 2017. A reduced copy of the Site Plan is attached hereto as Exhibit A.

Vote on the Motion to approve this Decision: YES NO ABSTAIN ABSENT

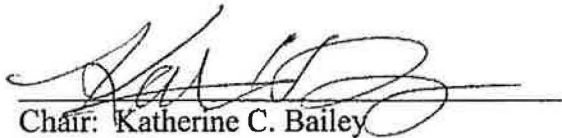
CHAIR (Katherine C. Bailey) - Yes

MEMBER (Kathleen Franson) - Yes

MEMBER (Daniel McDonald) – Absent (Recused)

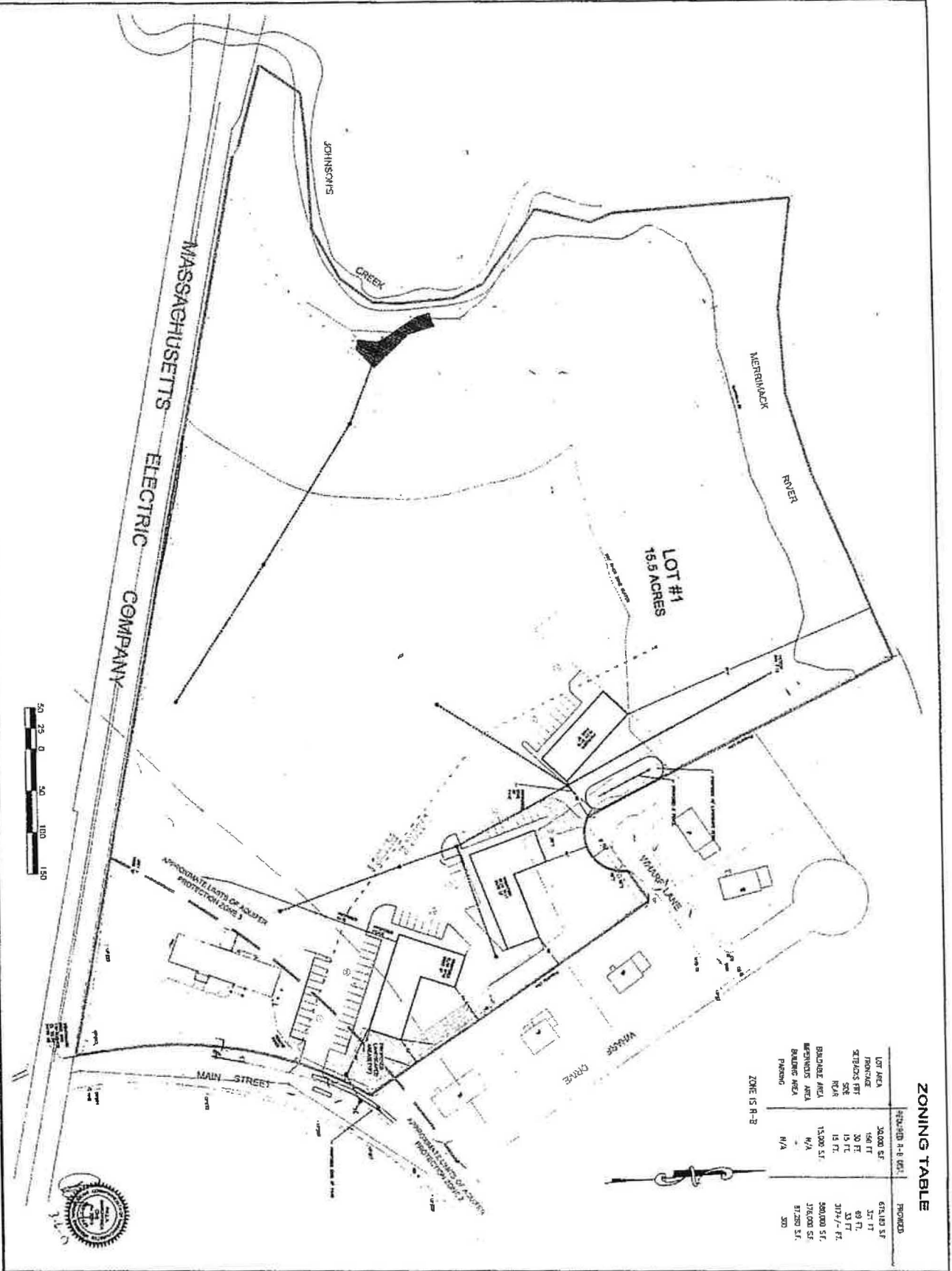
MEMBER (Jason Norman) - Yes

Any Appeal of this Decision shall be made pursuant to Section 17 of Chapter 40A and shall be filed with the Superior or District Court within twenty (20) days after the date of filing of the above cited Decision with the office of the Town Clerk. Procedural appeals shall be taken in accordance with Section 17 of Chapter 40A.


Chair: Katherine C. Bailey

May 4, 2017
Date

Record of evidence, findings of fact and detailed record of the proceedings of the Board of Appeals (if any as filed with the Town Clerk) are incorporated herein by reference and considered a part hereof



ZONING TABLE

LOT AREA	20,000 SF	61,100 SF
MINIMUM	150 FT	217 FT
STREETS SET	50 FT	83 FT
SR	15 FT	33 FT
RA	14 FT	31 1/2 FT
BACKLOT AREA	15,000 SF	50,000 SF
MINIMUM AREA	N/A	37,000 SF
MINIMUM	N/A	87,200 SF

ZONE IS R-2

<p>Marchionda ENGINEERING AND PLANNING CONSULTANTS 62 Northside Avenue Suite 1 Groveland, MA 01834 TEL: (781) 438-6121 FAX: (781) 438-8624 Email: pmarchionda@comcast.net Website: www.marchionda.com</p>		<p>ESTYS PARK 441 MAIN STREET SITE PLAN - PHASE 2 in GROVELAND, MA Prepared For ESTY PARK BUSINESS ASSOCIATION 8 FEDERAL WAY GROVELAND, MA 01834</p>		<p>APPROVED BY THE GROVELAND PLANNING BOARD UNDER THE ZONING BY-LAW SITE PLAN APPROVAL SECTION 108 AQUIFER PROTECTION DISTRICT SECTION 1700 <i>James M. Ryan</i> 2-7-17 DATE</p>		<p>REGISTRY USE ONLY</p>	
DATE: 1/27/17	<p>1 PERSONS PER UNIT 1/2/17</p> <p>1 CHANGES BY PHASE 2 LAYOUT 2/5/17</p> <p>1 PLANNING BOARD COMMENTS 3/20/17</p> <p>1 ADD PHASE 2 COMMENTS 3/20/17</p> <p>1 ADDRESS CONCLUSIVE COMMENTS 3/20/17</p>	<p>1/2/17</p> <p>2/5/17</p> <p>3/20/17</p> <p>3/20/17</p>	<p>DESCRIPTION</p>	<p>DATE</p>	<p>DATE</p>	<p>DATE</p>	

TOWN OF GROVELAND

Notice of Appeal or Not

For Decision Made by Groveland Zoning Board

Office of the Town Clerk
183 Main St
Groveland, MA.
Tel- 978-469-5005
Anne Brodie

I hereby certify that a copy of the decision of the Zoning Board of Appeals of the Town of Groveland, relating to the application of:

ERIC HARPER
441 MAIN ST

File number: 2017-1

Was filed in this office on : MAY 3, 2017

And that NO NOTICE OF APPEAL was filed during the Twenty (20) days after the date.

It is strongly urged that this decision be filed at the registry of Deeds as it will affect your property and the status of your property deed. Should you file this document, we ask that you bring a copy of the file number back to the office of the Town Clerk, so that it may be filed with your original document. Thank You!

Original decision has been picked up by applicant, and or his agent, from the Town Clerk of Groveland.

Anne Brodie
Town Clerk Signature



Town of Groveland
Economic Development
Planning & Conservation Department
Zoning Board of Appeals

DECISION FOR A MODIFICATION OF
SPECIAL PERMIT #2014-4
441 MAIN STREET

PETITIONER: Esty Park Trust,
Eric Harper Trustee
8 Federal Way,
Groveland MA

DATE: XX, XXX, XXXX

ADDRESS: 441 Main Street
Groveland, MA
24-009-0

HEARING: May 1, 2024, June 5, 2024,
July 10, 2024

YOU ARE HEREBY notified of the Decision of the Board of Appeals on the application made by Esty Park Trust, Eric Harper Trustee (the "Applicant") for property owned by the Applicant, located at 441 Main Street, Groveland MA, Assessors Map 24 Lot 009, located in the Residential 2 (R-2) Zoning District (the "Property").

As set forth in the application filed with the Board and testimony given at the public hearing, the Applicant sought a Special Permit pursuant to MGL 40A and the Groveland Zoning Bylaws Section 14.6 and Section 5.6 to modify Special Permit #2014-4 to add an additional building on the property.

The application was filed on April 8, 2024, and notice of such public hearing was given by posting in Town Hall, publication in the Eagle Tribune on April 17, 2024, and April 24, 2024, and by certified mail return receipt to all parties-in-interest as defined in MGL Chapter 40A Section 11.

The Board, as authorized by the Groveland Zoning Bylaw Section 14.4, heard Application #2024-6 at a public hearing on May 1, 2024, June 5, 2024, and July 10, 2024 at the Groveland Town Hall.

The following members were present at the hearing: Chris Goodwin, John Stokes II, John Grohol, Jason Naves.

PROCEDURAL HISTORY

Commented [AS1]: Rebecca - Curious as to your thoughts on whether or not we should have it listed as a modification with 2014-4 or as a new permit 2024-6?

Commented [AS2]: BOARD - Please review the 2017-1 Permit (in your meeting packet) it is where I pulled some of the conditions

The Board is providing a comprehensive Procedural History with this permit due to the long and complicated nature of this site. It is the Board's goal to provide a more seamless process for future Board's dealing with this site.

- A. This Property was a lumber sawmill, lumber yard, and hardware store dating back to the early 1900s. In 1954, the Town adopted zoning and the Property was zoned residential district, making this property a pre-existing non-conforming use. The business was called Esty Lumber Yard.
- B. Historically, Esty Lumber Yard's use of the property included the following: wholesale and retail sales; milling of lumber and manufacturing of wood products; fabrication of doors and windows; office administrative services; accessory repair of moto vehicles and heavy equipment; open and enclosed storage of building supplies; and warehousing of products for pickup by and delivery to customers.
- C. Since purchasing the Property in 2013, the Applicant has been engaged in its rehabilitation for adaptive commercial use. In 2014 the Board reviewed and approved Phase I of the Applicant's project including the buildings located in the southwestern portion of the Property.
- D. The Board issued a decision, 2017-1, for Phase II which consisted of three new buildings totaling 17,400 sqft of space. Phase II was not constructed.
- E. The "Proposed Uses" is defined as:
 - a. Small business support storage means the care and keeping of equipment, supplies, materials, tools, machines and vehicles owned by persons involved in small businesses and customarily used in the operation of those businesses who periodically pick-up and drop-off stored items for use at sites located off the Property. By way of example, small business support storage services those in the construction trades who customarily maintain a place for the keeping of supplies and martials that are used in their work at job sites located elsewhere. The "care" of vehicles may include regular maintenance (such as adding fluids and checking tire pressures) but shall exclude major repairs and body work.
- F. The Proposed Use represents an alternation or extension of the Historic Uses which the Board may allow upon a finding that the former are not substantially more detrimental than the latter to the neighborhood, as provided until MGL Chapter 40A Section 6 and Groveland Zoning Bylaw Section 5.4. This was more recently approved in Special Permit #2017-1, Book 35927 Page 570. Much of the above history of the site came from that Special Permit.
- G. This property was also issued other permits throughout the site's history:
 - 1982 – Variance to construct two new buildings for the storage of lumber and building materials. Book 6991 Page 250.
 - 1985 – Special Permit to construct a new sawmill building. Book 7857 Page 356.

Commented [AS3]: Ask Jay Ogden to confirm

#2014-4 – Special Permit to allow the property to become Esty Business Park Association to be utilized for small business support storage. Book 33242 Page 85.

#2014-4 Amendment – Amendment to the original #2014-4 Special Permit per stipulation #13 which reads that the “Special permit is subject to recall if the Board receives any written complaints”. This decision was not recorded at the Registry of Deeds.

Commented [AS4]: I’m not sure if this was appealed or not, hoping Jay can clarify.

#2014-12 – Special Permit to elucidate and define the parameters of the business model for the site. This application was withdrawn with prejudice.

#2016-7 – Decision for the appeal of the Building Inspector. The Board overturned the Building Inspector’s decision with regards to the setback from the side lot line on the grounds that the applicant has asserted ownership to the centerline of the adjacent right-of-way. This decision was not recorded at the Registry of Deeds.

Commented [AS5]: Jay - can he confirm this?

#2016-8 – Finding of Fact for the expansion of the pre-existing non-conforming use, specifically regarding Building 105. This was voided by Land Court. Book 35927 Page 568.

H. In the 2017 decision they specifically talk about neighbor concerns, which we didn’t really have here.

Commented [AS6]: Board should discuss whether or not they want to add this.

FINDINGS

The Board makes the following findings in connection with this Decision, which references the criteria for the granting of a Special Permit in the Groveland Zoning Bylaw Section 14.6(A) and Section 5-6 for Nonconforming Uses.

Special Permit Findings:

- (1) Social, economic, or community needs which are served by the proposal.

The Board finds that ...

- (2) Traffic flow and safety, including parking and loading.

The Board finds that ...

- (3) Adequacy of utilities and other public services.

The Board finds that ...

- (4) Neighborhood character and social structures.

The Board finds that ...

(5) Impacts on the natural environment.

The Board finds that ...

(6) Potential fiscal impact, including impact on Town services, tax base, and employment.

The Board finds that ...

(7) Consistency with the Town of Groveland Community Development Plan or the Town of Groveland Master Plan.

The Board finds that ...

Nonconforming Uses Findings:

(1) The change or extension shall not be substantially more detrimental than the existing nonconforming use to the neighborhood.

The Board finds that ...

For the reasons stated above, the Board finds that the application meets the criteria for granting a Special Permit.

CONDITIONS

1. ~~Use of the Property as authorized hereunder is for a "XXX", as defined by the Groveland Zoning Bylaw Section 2.1.~~

Commented [AS7]: Doesn't really apply here

Hours of Operation

2. The hours of operation shall be Monday through Saturday from 6:30 am to 7:00 pm.
 - a. No business operations may be conducted on Sunday or on any Federal Holiday including: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Thanksgiving Day, and Christmas Day.
 - b. The Applicant will furnish all tenants a written directive stating that pick-up and drop-off activity is strictly prohibited outside the permitted days and times of operation noted above.
3. The Applicant will promptly address any neighbor complaint directly with that neighbor and, if unsuccessful in reaching a resolution, will work with the Building Inspector to resolve the complaint.

Commented [AS8]: This was not in the 2017 permit, add?

Scope of Use

4. The front building (B-116) will be used for office and/or small business support storage as defined above in this Decision. Any small business support storage use in B-116 shall be accessed from the rear segment, behind the fence, and no overhead doors shall be visible from Main Street.
5. The rear buildings (B-117 and B-118) will be used for small business support storage as defined above in this Decision.
6. Accessory uses will be limited to activities that are subordinate to the primary use and otherwise meet the definition of "Accessory Use" in the Groveland Zoning Bylaws Section 2.1.
 - a. Open storage accessory to small business support tenants will be limited to bulk items that are typically kept outdoors, provided that such items (i) are customarily part of a business occupying building space on the Property, (ii) are arranged in a neat and orderly manner, (iii) are confined to paved areas located in the rear segment of the Property, and (iv) are screened from the view of abutting properties and public ways.
 - b. Fabrication and like processes accessory to small business support storage will be limited to activities that (i) occur indoors, (ii) cannot be seen or heard from outside the Property, and (iii) comply with the "zero impact" standards set forth in the definition of "Light Industry" as appearing in Appendix B of the Town's Zoning Bylaws.

Access and Parking

7. Access to the rear segment of the Property will be gate controlled and limited to the businesses that occupy the building space at the Property.
8. There will be no on-street parking along Main Street. Parking for vehicles on the Property will be provided by the spaces shown on the **Site Plan**.
9. In addition to the driveway openings onto Main Street, the Applicant will retain an open corridor enabling secondary emergency access through a gate from the cul-de-sac at the end of Wharf Lane which shall not be used for general access by tenants or the public.

Commented [AS9]: New building will require a new plan that shows parking.

Lighting

10. Area-wide lighting will be limited to fixtures cut to illuminate in a downward direction.

11. Localized lighting will be placed on the sidewall of buildings as necessary to illuminate doorway entry areas.
12. No lighting will be placed on the back side of buildings facing Wharf Drive or Wharf Lane.

Signage

13. Signs shall adhere to the Groveland Zoning Bylaw Article 11, Sign Regulations.
14. Each Building will have one sign that identifies the building number.

Other Conditions

15. No petroleum, chemical solvents, hazardous or toxic materials, or any other substances deemed hazardous shall be stored or used on the premises.
16. No on-site storage of pesticides, herbicides, fertilizers, fuels, and potentially toxic or hazardous materials in quantities greater than those associated with normal household use.
17. No discharge of non-sanitary waste.
18. No storage or use of fertilizers.
19. All sanitary disposal systems shall meet Title 5, CMR 310 rules and regulations.
20. Shall meet all Groveland Board of Health regulations and apply for all appropriate food establishment permits.
21. No underground storage tanks allowed.
22. Applicant shall meet all State Rules and Regulations for disposal and storage of any and all waste.
23. This Special Permit is non-assignable and becomes void upon the sale of the business.
24. Any change of use to this Special Permit will require a subsequent hearing prior to any changes being allowed to commence and could require a new filing.
25. The Applicant shall receive any required federal, state, and local permits required to operate.
26. This Special Permit is subject to recall, given written notification to the Applicant and discussion at a public meeting, if written complaints are received from abutters.
27. In accordance with Groveland Zoning Bylaw Section 14.6(E), if the rights authorized to the Applicant by said Special Permit are not exercised within three (3) years from the date of granting of said Special Permit (filing date with the Town Clerk of the Boards

decision), then such rights granted shall lapse unless a substantial use thereof has commenced, except for good cause.

DECISION

The Board voted to APPROVE/DENY Application #2024-6 and GRANT the Applicant a Special Permit for a restaurant use at the Property.

The motion was as follows:

XXX made a motion to XXX. XXX seconded the motion. A vote was taken. Voting aye: XXX. Motion XXX.

	YES	NO	ABSTAIN	ABSENT
CHAIR (C. GOODWIN)				
MEMBER (J. STOKES II)				
MEMBER (J. NAVES)				
MEMBER (J. GROHOL)				
MEMBER (B. LIGOLS)				
ALT. MEMBER				

This Special Permit **does not take effect** until it has been recorded in the Southern Essex District Registry of Deeds. The Book and Page number must be communicated to the Town Clerk and Town Planner for documentation.

Any appeal of this decision shall be made pursuant to MGL Section 17 of Chapter 40A.

BOARD OF APPEALS

Chris Goodwin, chair

+++++

Executed as a sealed instrument this _____ day of (date) _____

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS

(DATE) _____

The personally appeared the name _____ and
acknowledged the foregoing instrument to be his free act and deed, before me.

Notary Public

My Commission Expires:

DRAFT

Groveland Realty Trust, LLC
7 Hemlock Lane
Groveland, MA 01834

May 15, 2024

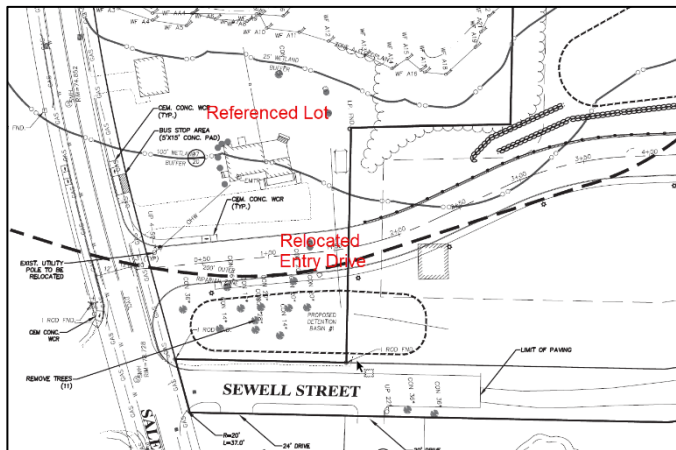
Chris Goodwin, Chair
Groveland Zoning Board of Appeals
183 Main Street
Groveland, MA 01834

RE: 4 Sewell Street 40B Project

Dear Chris:

The Town of Groveland Zoning Board of Appeals issued their final decision on Groveland Realty Trust, LLC (“Groveland Realty”) application for a Comprehensive Permit on November 18, 2020. Since this date, the architectural plans were finalized to reflect the preliminary set of floor plans approved by the Board and the civil plans to reflect some additional changes and to comply with the requirements of the Conservation Commission. The above items have all been previously presented to the Board as inconsequential changes, as defined by the 40B Regulations.

The original approval for this project designed the use of Sewell Street as the primary access. Recently, Groveland Realty through a related entity was able to place under contract the acquisition of 865 Salem Street (Parcel ID 47-020-0), a 2 + acre parcel located to the east of Sewell Street containing 348+ feet of frontage along Salem Street. This parcel is intended to be owned in a separate entity than the land being developed as part of the 192-unit project; however, a portion will be subdivided so that the entry drive can be relocated further east (see drawing and attached plan) avoiding use of Sewell Street as its primary entry.



The Planning Board has approved a subdivision of the lot being acquired so that the house will remain in a separate entity while the land being used for the relocated entry, detention pond, etc. will be merged into the land for the 192-unit project.

Chris Goodwin

May 15, 2024

Page 2

The realignment of the project's primary entry drive will eliminate any conflicts with other users on Sewell Street. By shifting the entry drive 75± feet to the east from Sewell Street, a direct entry can be created to the project which creates better exposure for residents/guests locating the project. It will also provide better visibility when exiting the site as there is an increased distance from any park cars typically found along Salem Street near its intersection with Sewell Street.

Relocation of the entry drive does require some modifications to the drainage system. These changes will be presented to the Conservation Commission as these changes will require a modification of a previously issued permit.

In support of our plan modification, we requested that our traffic engineer, Heather Monticup, PE, Greenman-Pedersen, Inc. review the new driveway location to determine whether there are adequate sight lines and whether the change in alignment with the driveway of AW Chesterton Company creates a safety issue. Ms. Monticup concluded that the new site driveway location is an improvement over access and egress at Sewall Street. Her report includes an illustration of the turning movements of the newly proposed driveway location.

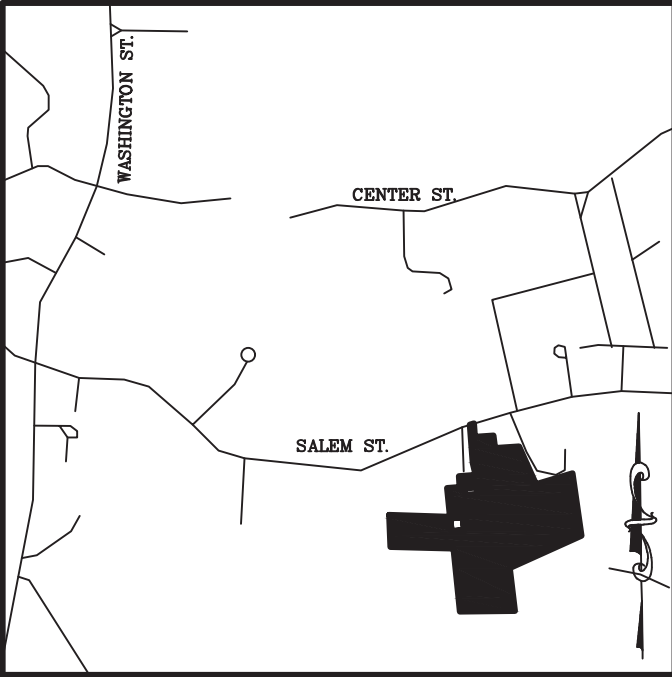
In working through adherence of the November 18, 2020 final decision, we have discovered a typo that needs to be corrected. In the paragraph under Conditions entitled "A.4", the last sentence indicates that the project shall be no more than two hundred and ninety-eight (298) bedrooms when in fact the total number of bedrooms is three hundred and twelve (312). The total number of bedrooms represents a mathematical calculation based on the number of one, two, and three-bedroom units contained within the project. The total number of each unit type has not changed since the original submission. We believe that the stated amount was simply a typo that was not picked up during the review process. We therefore request that the decision be amended accordingly.

As provided for in MA G.L. 760 CMR 56.05(11), the applicant is requesting that the Zoning Board of Appeals considers the above changes to be an insubstantial change to the plan previously approved.

Please advise if you have any additional questions or concerns or if you require additional information. We look forward to discussing the above requests further with the Board once scheduled. Thank you!

Sincerely,

William Daley
Managing Member



LOCUS MAP
N.T.S.

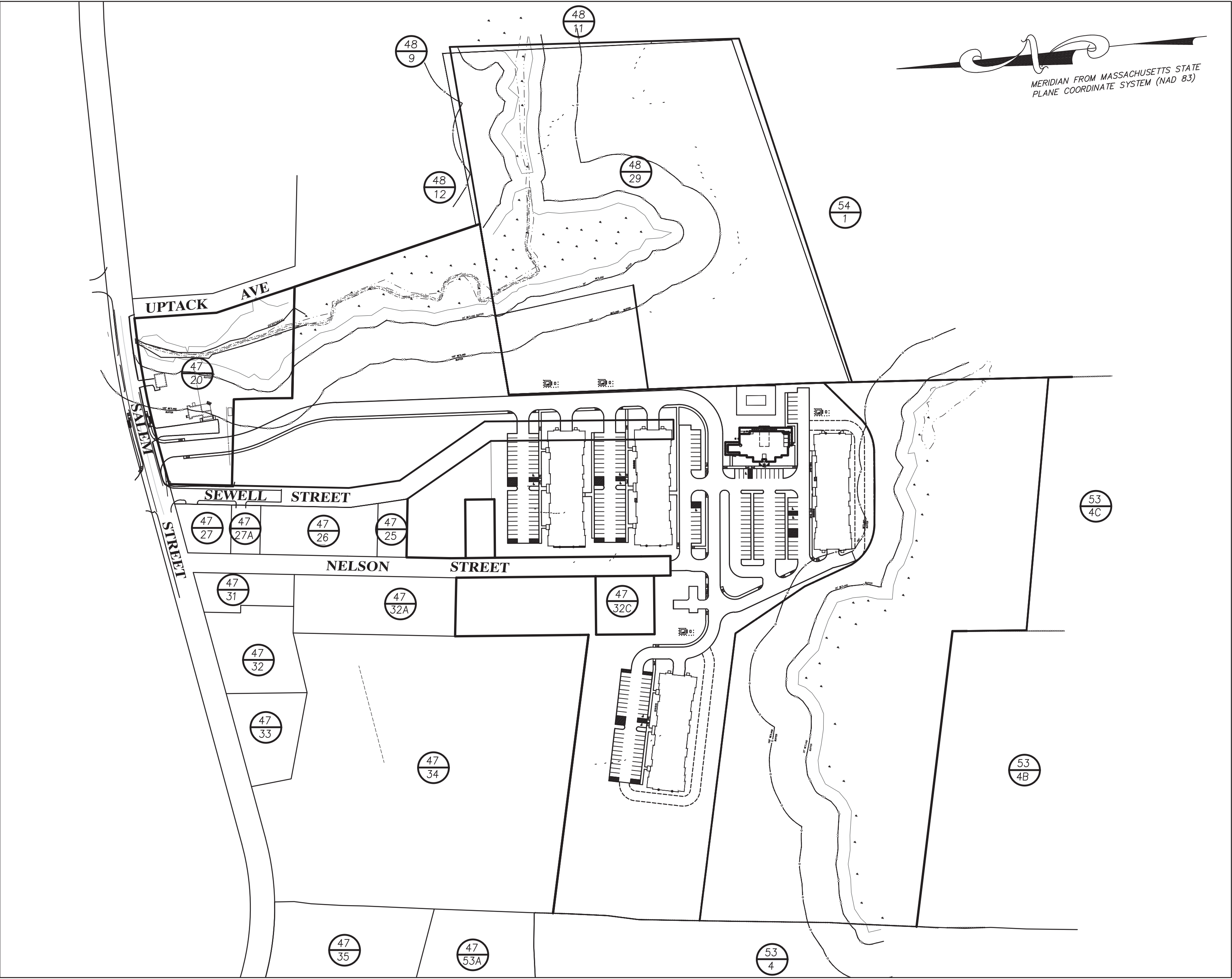
CONSTRUCTION PLAN SET FOR
RESIDENTIAL COMPLEX
"THE QUARRY AT GROVELAND"
AT
SEWELL STREET
GROVELAND, MA
APRIL 2024

OWNERS OF RECORD

WILLIAM M. DALEY
7 HEMLOCK LANE - GROVELAND, MA 01834
STEVEN REPPUCCI
258 MITCHELL DRIVE - TEWKSBURY, MA 01876
DEED BOOK 37373 PAGE 525
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834
DEED BOOK 36048 PAGE 264

PLAN INDEX

SHEET NO.	TITLE
C-1	COVER SHEET
C-2	TYPICAL SECTIONS, LEGEND AND GENERAL NOTES
C3	EXISTING CONDITIONS PLAN
C4-C6	SITE PLAN
C7-C9	UTILITY PLAN
C10-14	GRADING/DRAINAGE PLAN
C15-C17	PAV'T MARKING & SIGNAGE PLAN
C18-C20	PROFILES
C21-C27	DETAIL SHEETS

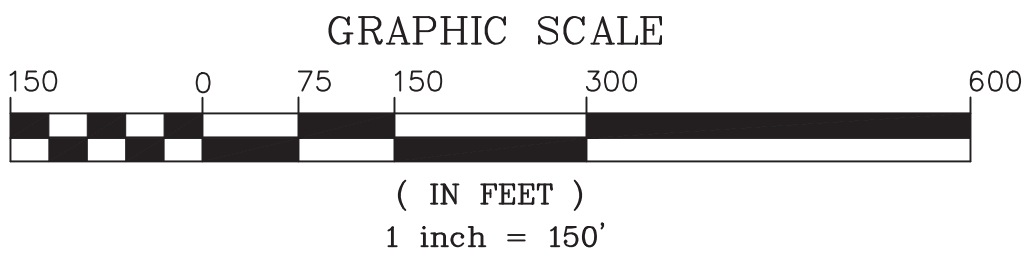


ZONING TABLE

SEWELL STREET ZONING DISTRICT I			
	REQUIRED	EXISTING	PROPOSED
LOT AREA:	43,560 S.F.	1,639,524 S.F.	1,663,207 S.F.
LOT FRONTAGE:	150 FT	1569.73 FT	386.69 FT
FRONT SETBACK:	50 FT	**	308.8 FT
SIDE SETBACK:	25 FT	**	20.4 FT
REAR SETBACK:	25 FT	**	363.9 FT
LOT COVERAGE:	MAX 25%	**	4.3%
IMPERVIOUS AREA:	MAX 50%	**	14.9%
CONTIGUOUS BUILDABLE AREA	MIN 60%	**	62.0%±

WETLAND RESOURCE AREAS

WETLAND RESOURCE AREAS WERE CONFIRMED
UNDER SORAD ISSUED APRIL 2, 2021.



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY



MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

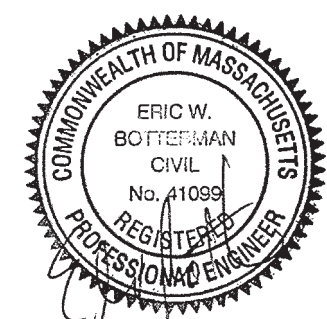
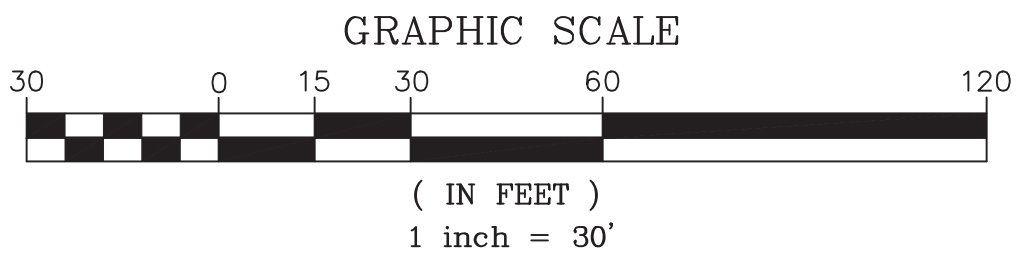
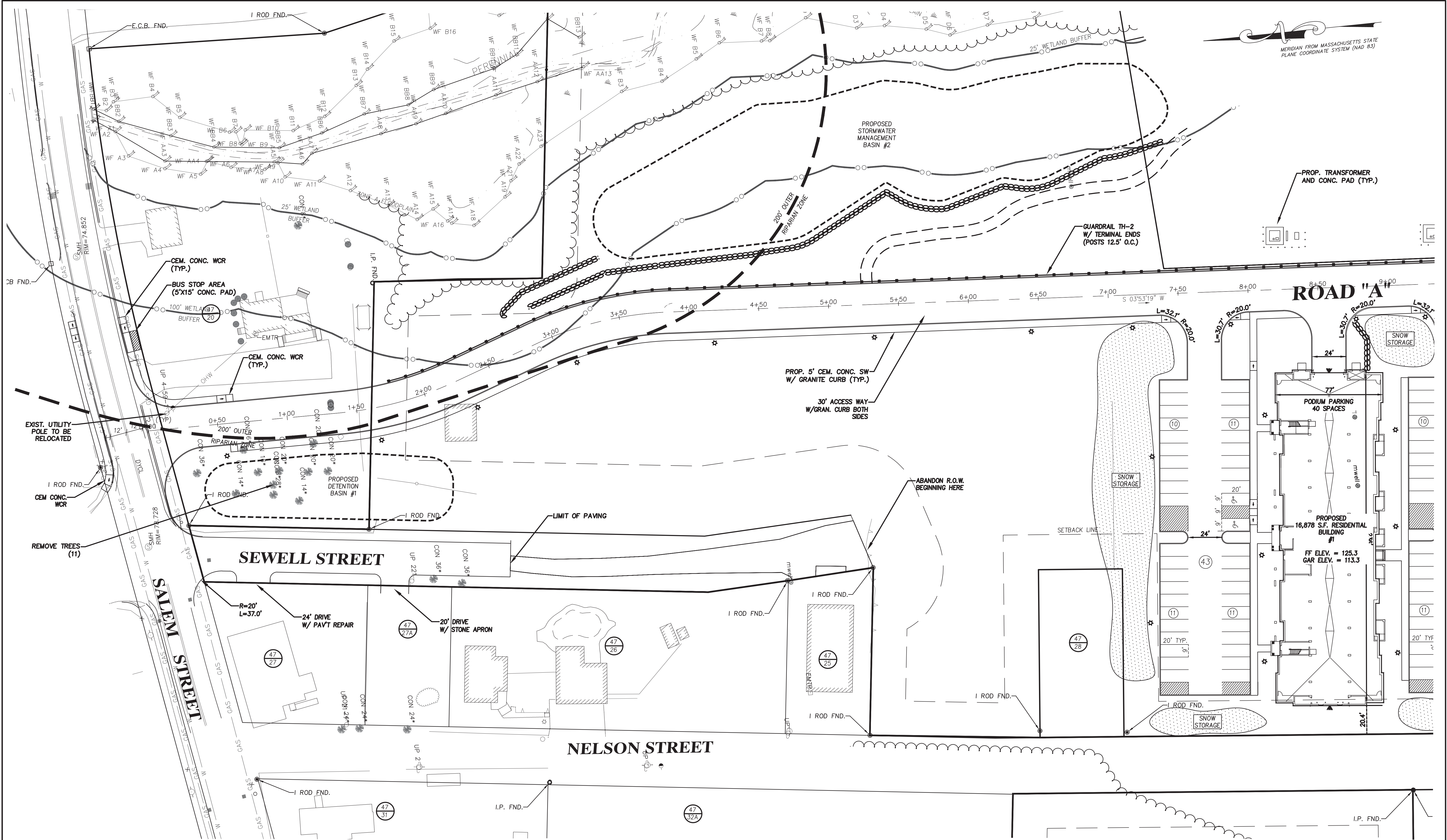
SCALE: 1"=150'	DESIG. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: E.W.B.	

SITE PLAN
IN
GROVELAND, MA

AT
SEWELL STREET

COVER
SHEET

SHEET: C-1



PREPARED FOR

GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY



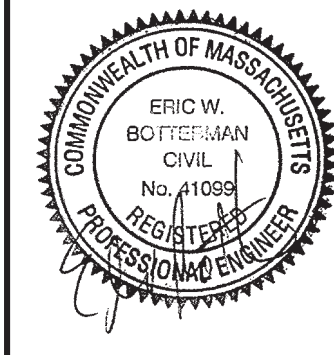
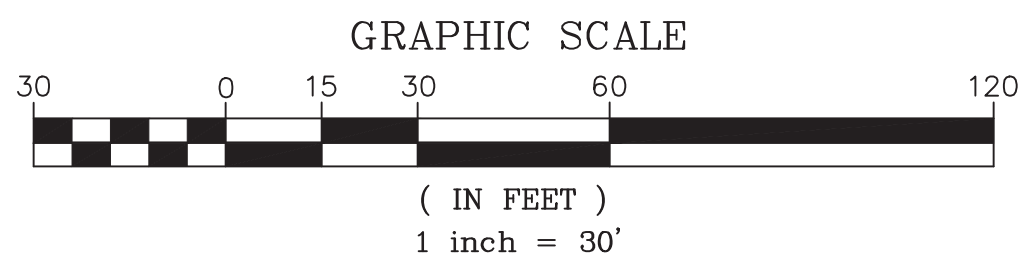
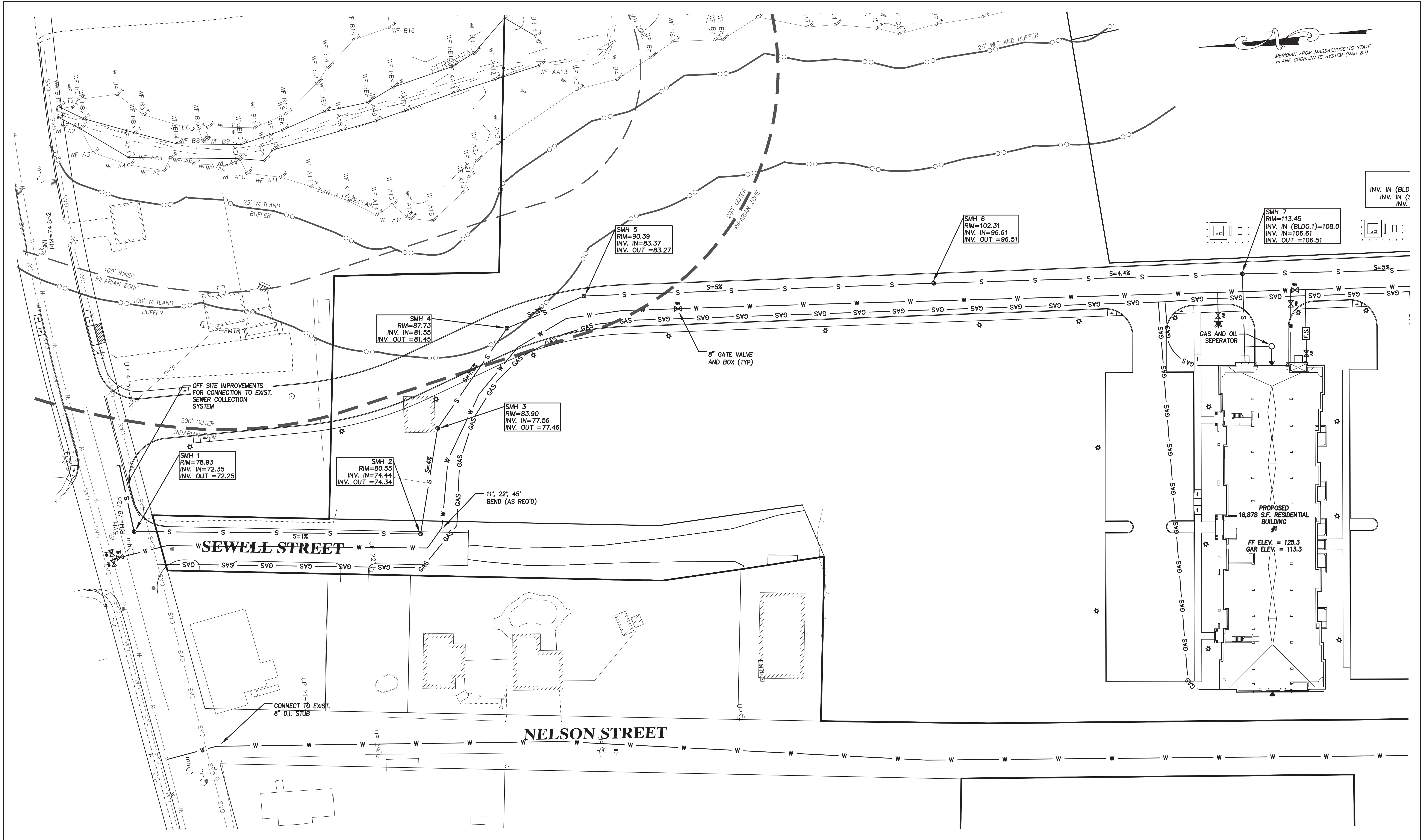
MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'
DATE: APRIL 12, 2024
DES. BY: S.R.C.
CHKD. BY: E.W.B.
PROJECT: M173200

PLAN OF LAND
IN
GROVELAND, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

SITE PLAN

SHEET: C-4



PREPARED FOR

GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY

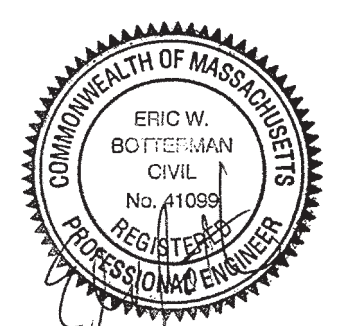
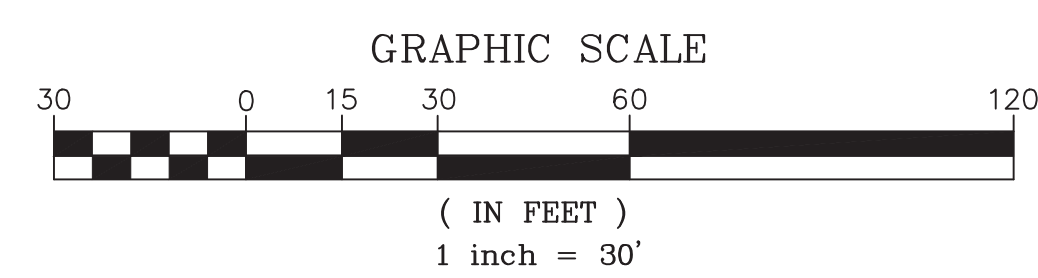
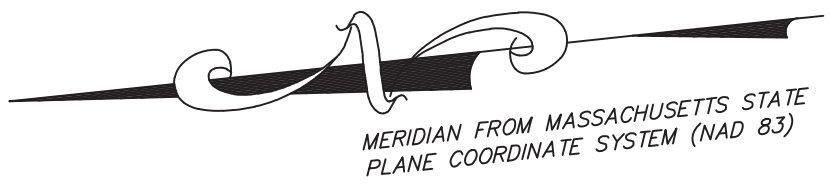
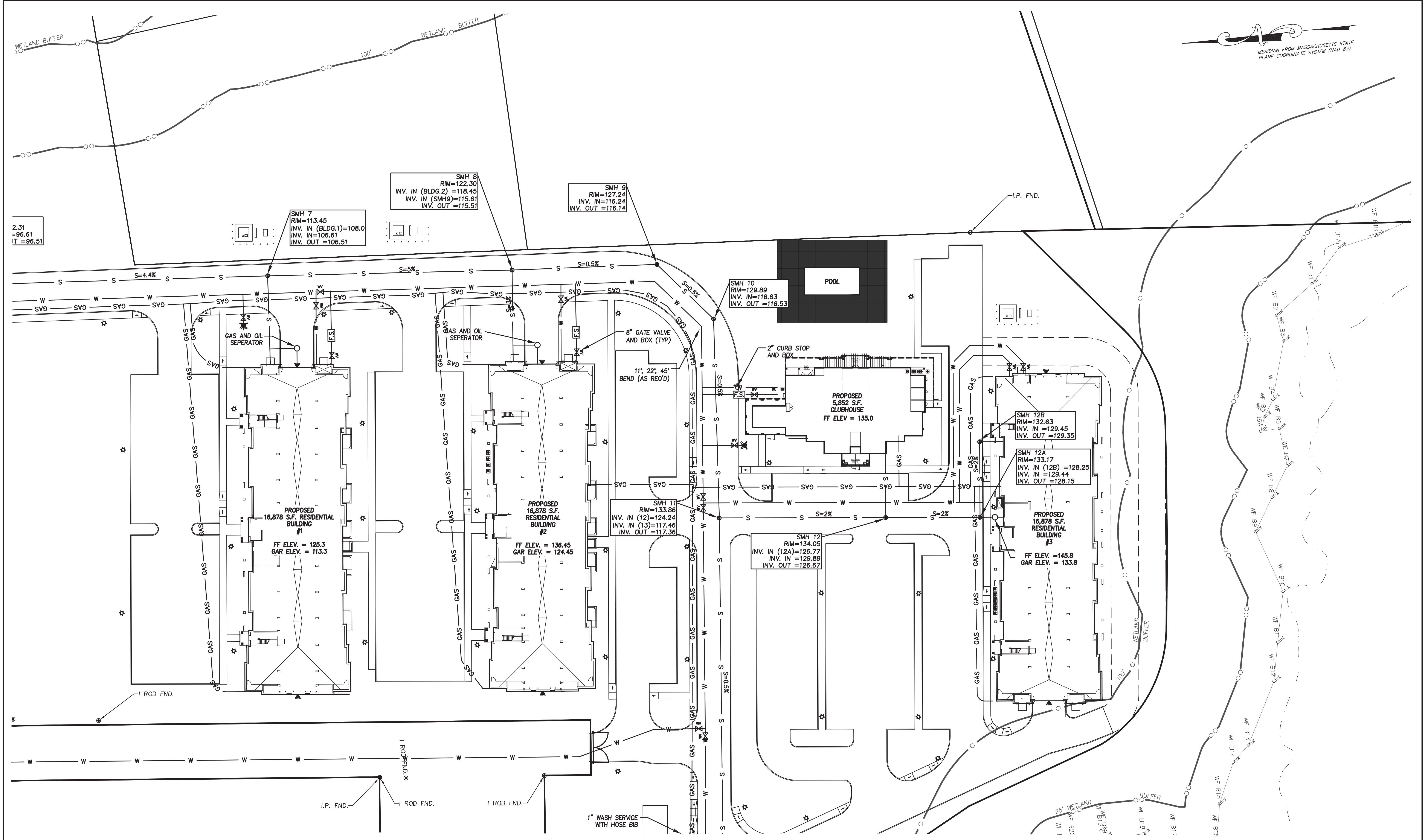
MEI **MILLENNIUM ENGINEERING, INC.**
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'	DESIGN BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: E.W.B.	

PLAN OF LAND
IN
GROVELAND, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET


UTILITY PLAN

SHEET: C-7



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GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY



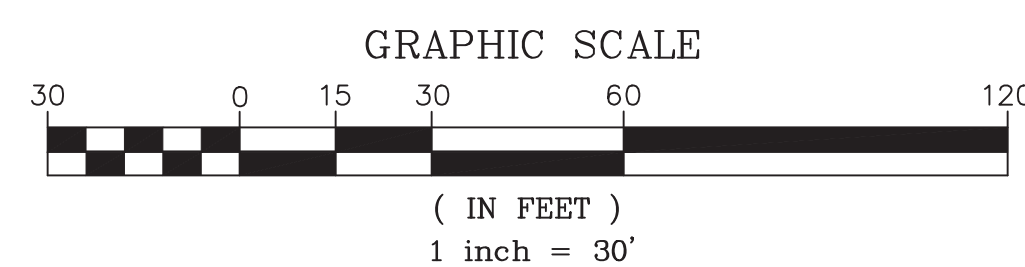
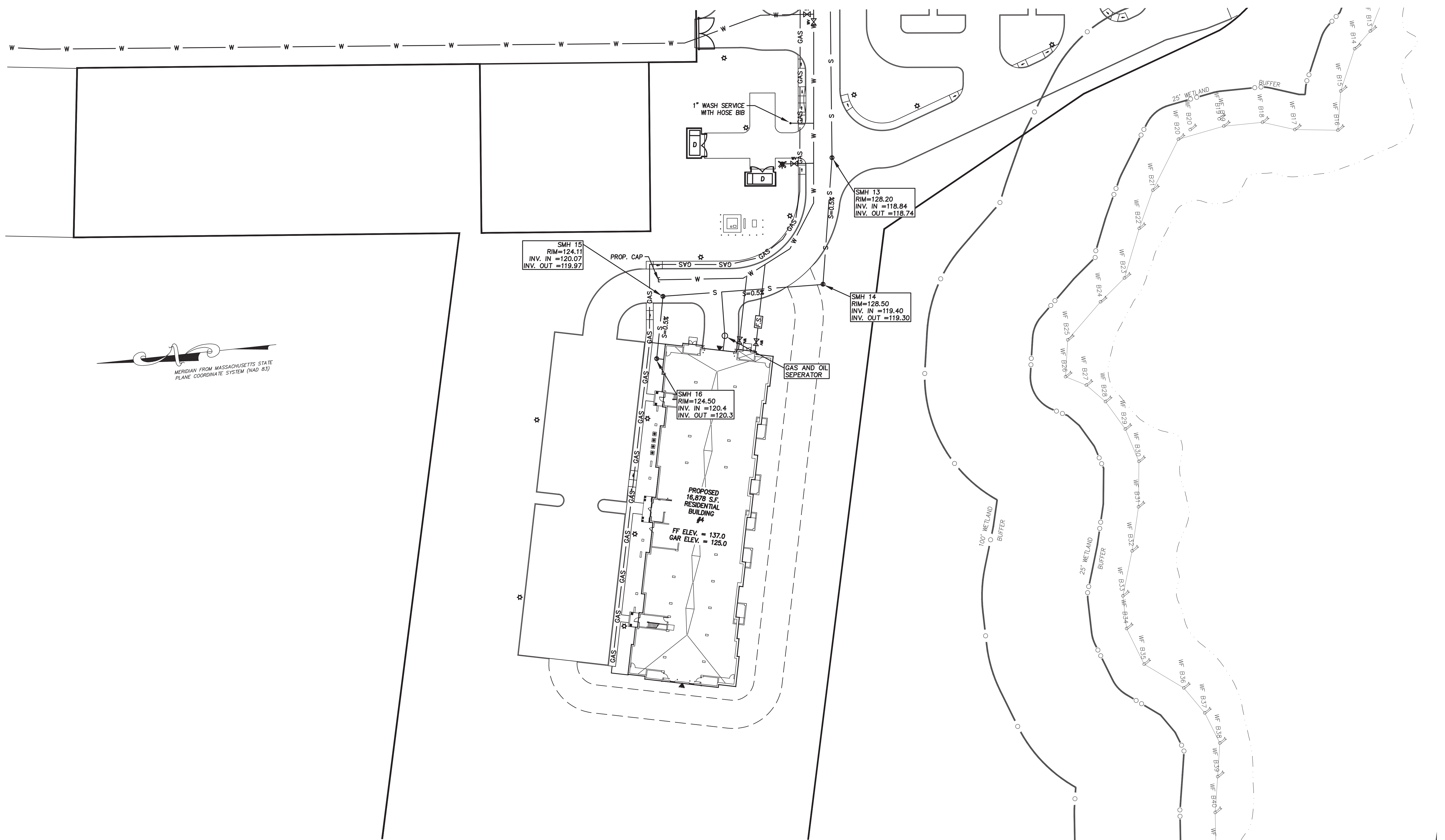
MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'	DES. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

PLAN OF LAND
IN
GROVELAND, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

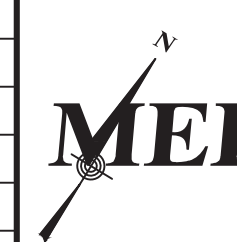
UTILITY PLAN

SHEET: C-8

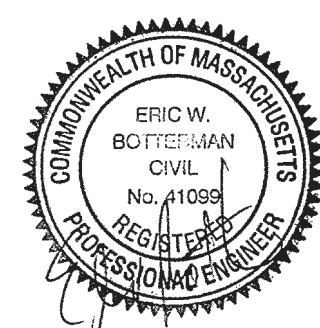
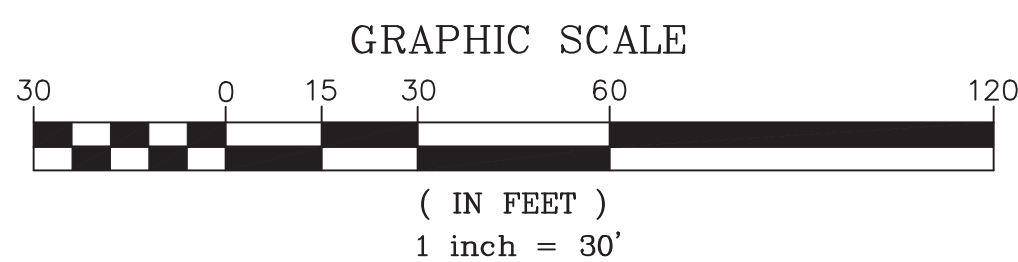
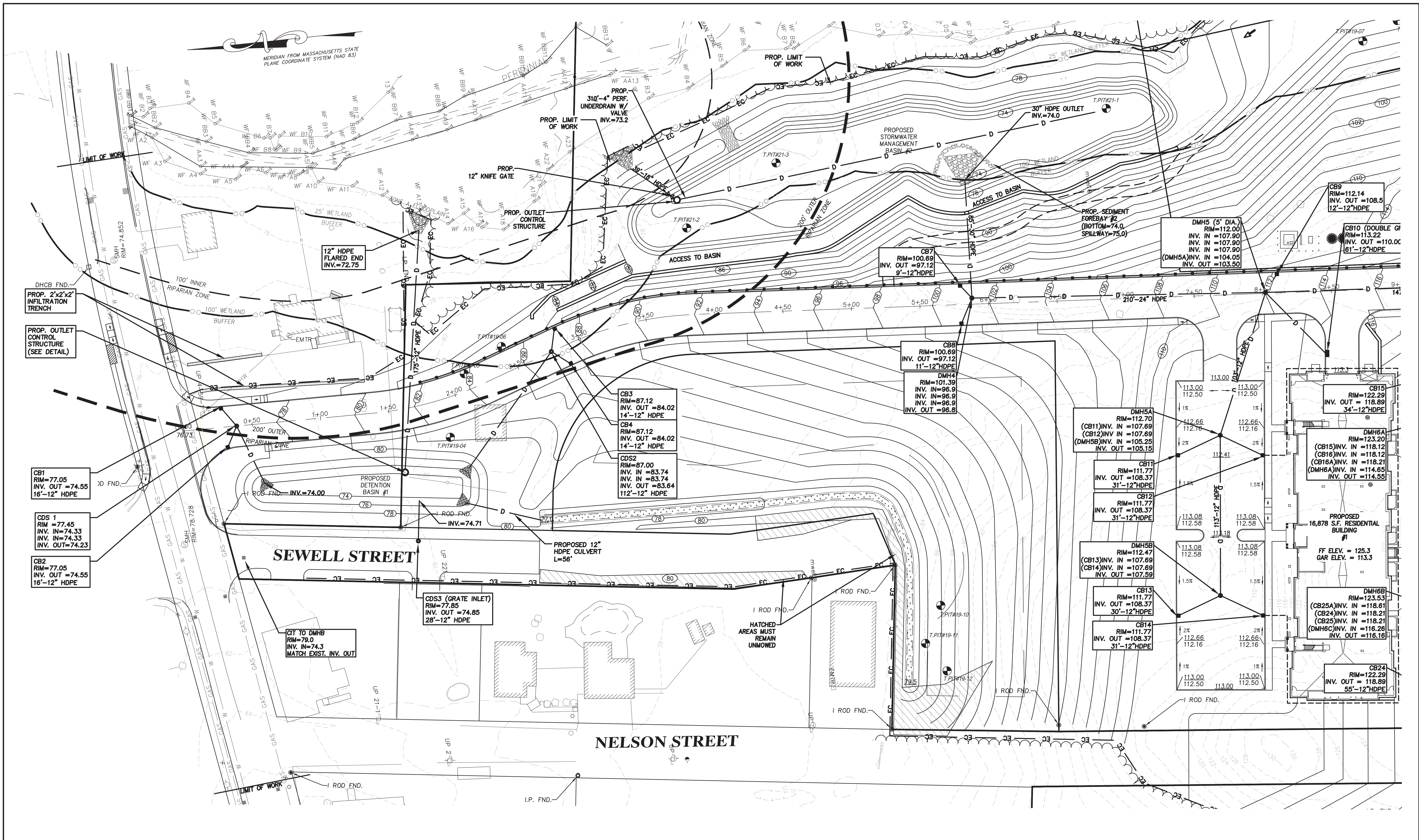


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GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834



SCALE: 1"=30'	DESG. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	



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GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

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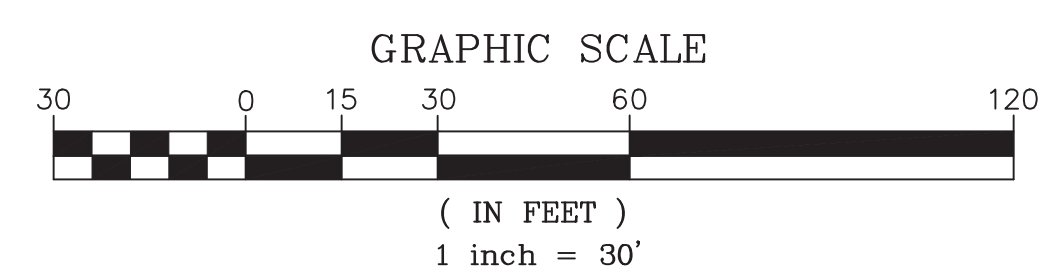
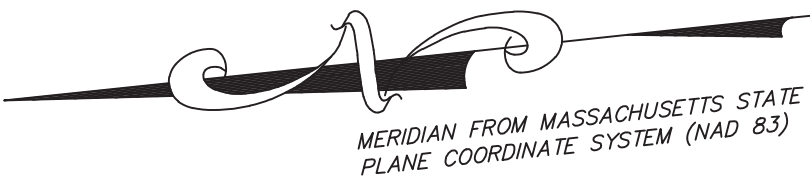
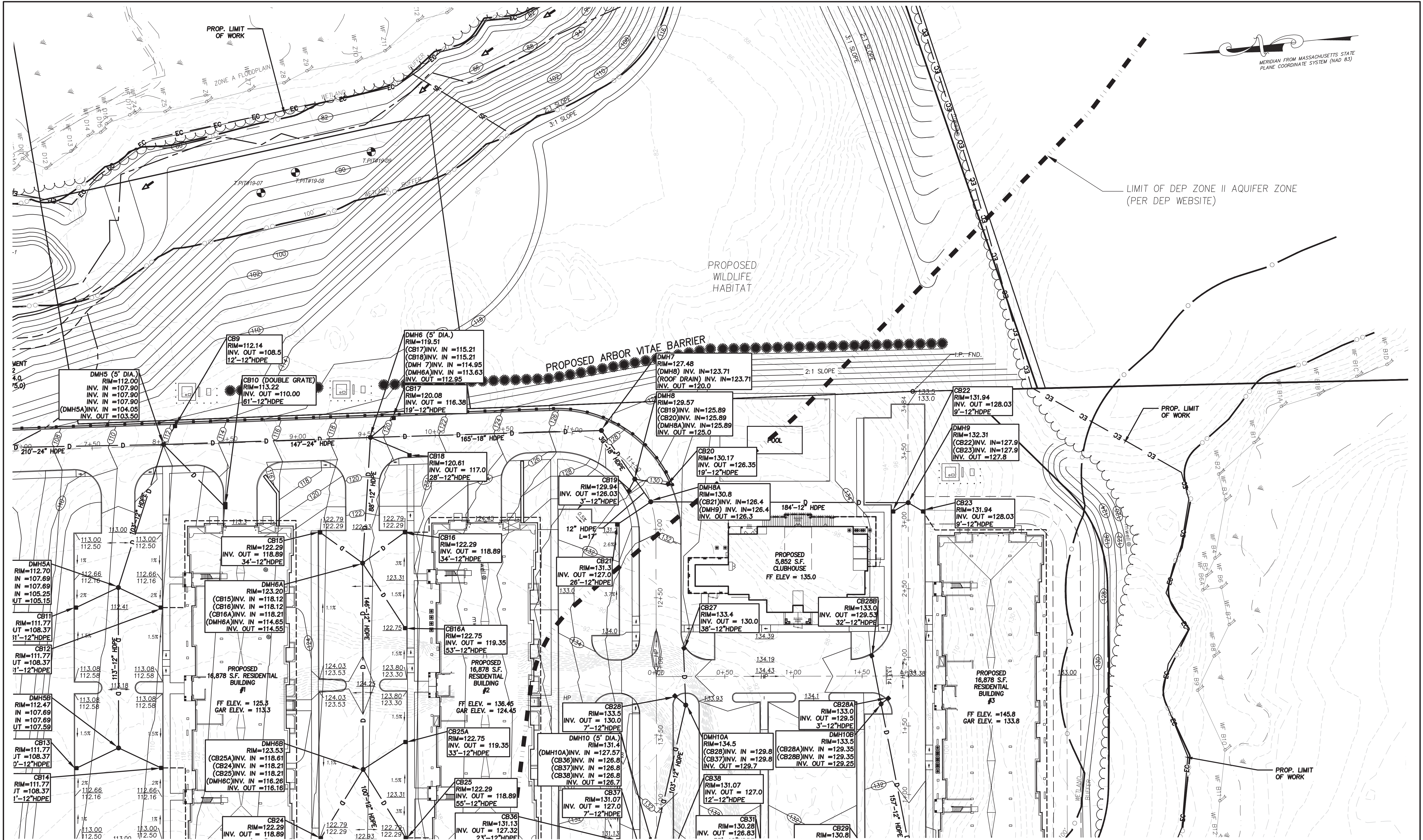
MILLENNIUM ENGINEERING, INC. ENGINEERING AND LAND SURVEYING 62 ELM ST. SALESBURY, MA 01952 (978) 463-8980 13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528		
SCALE: 1"=30'	DES. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

SITE PLAN
IN
GROVELAND, MA

AT
SEWELL STREET


**GRADING
&
DRAINAGE
PLAN**

SHEET: C-10



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY



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13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

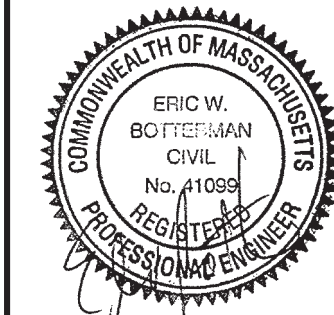
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DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

SITE PLAN
IN
GROVELAND, MA

AT
SEWELL STREET

**GRADING
&
DRAINAGE
PLAN**

SHEET: C-11



NO.	DATE	DESCRIPTION	BY

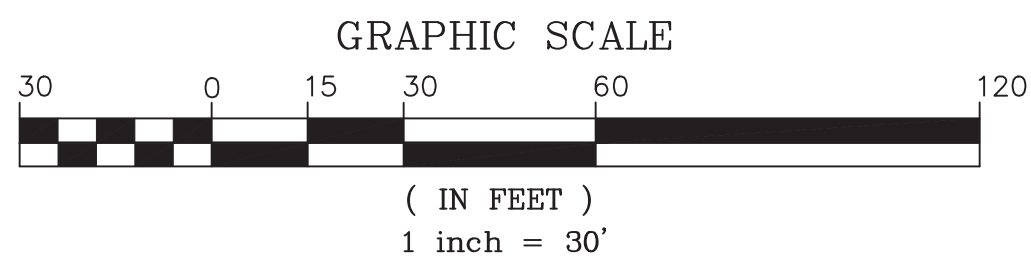
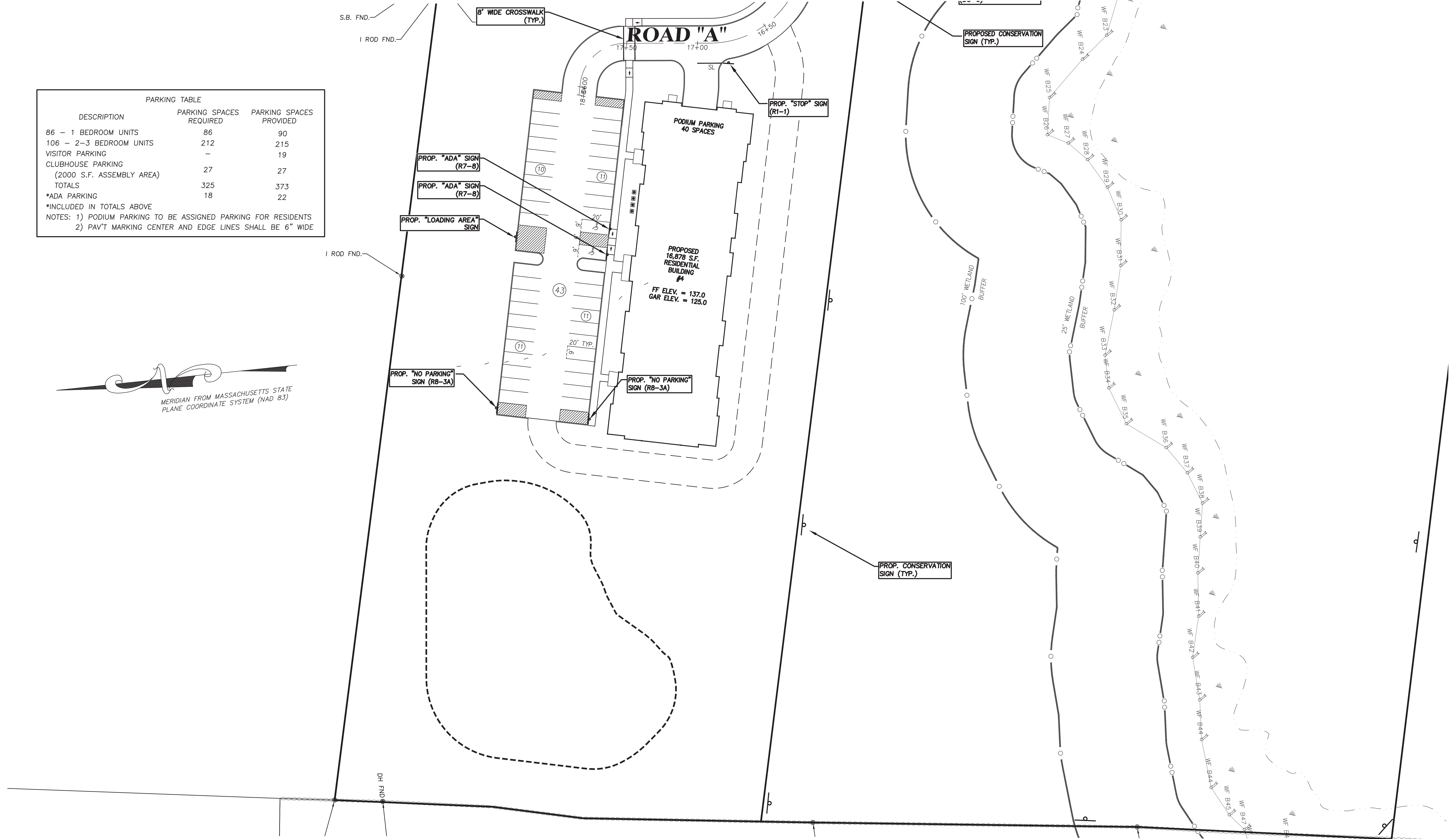
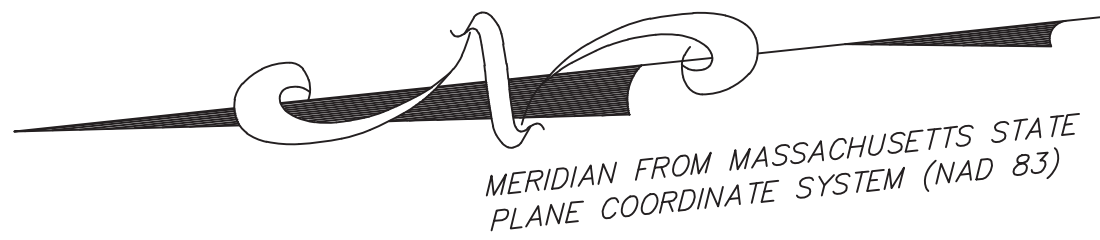
SITE PLAN
IN
GROVELAND, MA

AT
SEWELL STREET

**GRADING
&
DRAINAGE
PLAN**

SHEET: C-12

PARKING TABLE		
DESCRIPTION	PARKING SPACES REQUIRED	PARKING SPACES PROVIDED
86 - 1 BEDROOM UNITS	86	90
106 - 2-3 BEDROOM UNITS	212	215
VISITOR PARKING	-	19
CLUBHOUSE PARKING (2000 S.F. ASSEMBLY AREA)	27	27
TOTALS	325	373
*ADA PARKING	18	22
*INCLUDED IN TOTALS ABOVE		
NOTES: 1) PODIUM PARKING TO BE ASSIGNED PARKING FOR RESIDENTS		
2) PAV'T MARKING CENTER AND EDGE LINES SHALL BE 6" WIDE		



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY

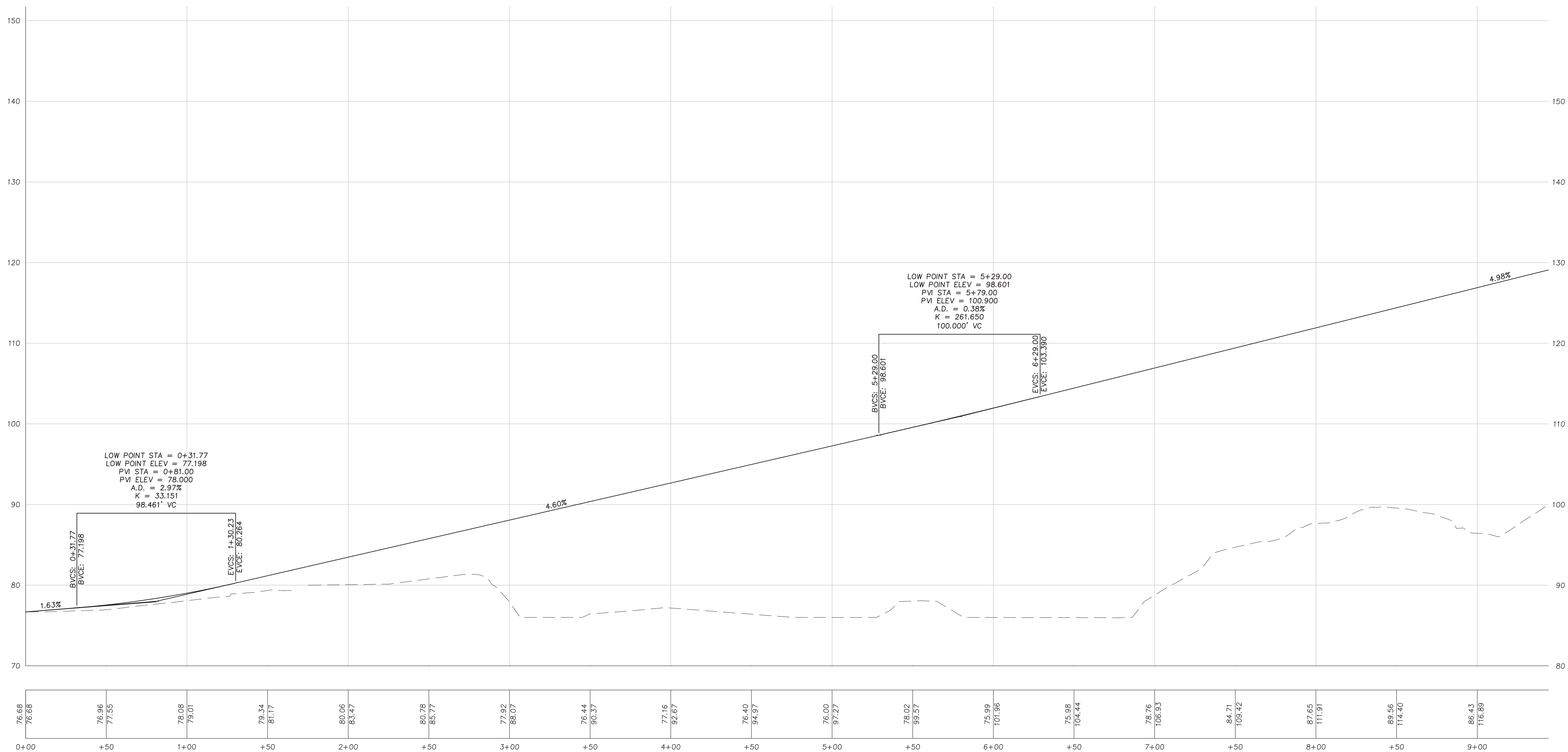


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62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'	DES. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

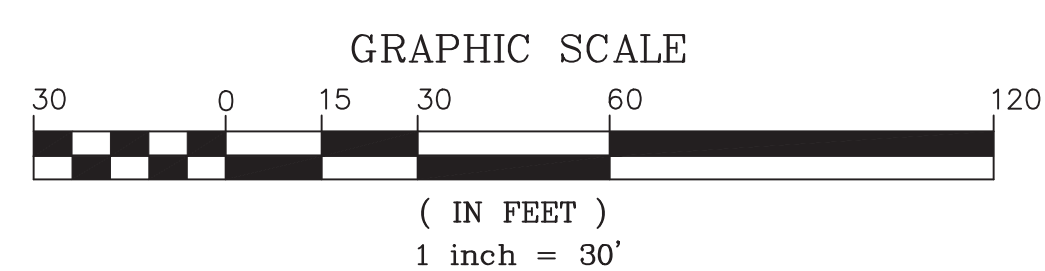
PLAN OF LAND
IN
GROVELAND, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

**PAVEMENT
MARKING
& SIGNAGE
PLAN**
SHEET: C-17



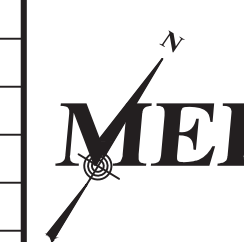
ROAD "A"

SCALE:
HORIZONTAL 1"=30'
VERTICAL 1"=6'



PREPARED FOR

GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

[illegible]

MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: 1"=30'

DESIGN BY: S.R.C.

4	CHKD. BY: B.E.M.
---	------------------

PROJECT: M173200

PLAN OF LAND
IN
GROVELAND, MA

SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

ROADWAY PROFILE

SHEET: C-18



Profile view of a three-slope vertical curve. The profile shows a road elevation from 130 to 150 feet over a horizontal distance of 0+00 to 3+84. The curve consists of three segments with grades of 1.49%, -1.00%, and 1.08%. Key points include the low point at station 0+13.46, the high point at station 1+96.27, and the low point at station 3+06.33. Vertical curve data for each segment is provided, including BVC, EVC, and VICE elevations.

Station	Elevation (ft)	Grade (%)
0+00	131.02	1.49%
0+13.46	130.865	1.49%
1+96.27	153.081	-1.00%
3+06.33	132.300	1.08%
3+84	133.00	1.08%

Vertical Curve Data:

- Segment 1 (0+00 to 1+96.27):
 - Grade: 1.49%
 - Length: 196.27'
 - BVC: 130.980
 - EVC: 130.929
 - VICE: 130.929
- Segment 2 (1+96.27 to 3+06.33):
 - Grade: -1.00%
 - Length: 110.06'
 - BVC: 132.635
 - EVC: 132.879
 - VICE: 132.879
- Segment 3 (3+06.33 to 3+84):
 - Grade: 1.08%
 - Length: 77.67'
 - BVC: 132.421
 - EVC: 132.440
 - VICE: 132.440

ROAD "C"

LOW POINT STA = 1+50.00
 LOW POINT ELEV = 130.111
 PVI STA = 2+00.00
 PVI ELEV = 130.804
 A.D. = 2.16%
 K = 46.202
 100.00' VC

BVCS: 1+50.00
 BVCE: 130.111

EVCS: 2+50.00
 EVCE: 132.578

2.00% 1.38% 3.55%

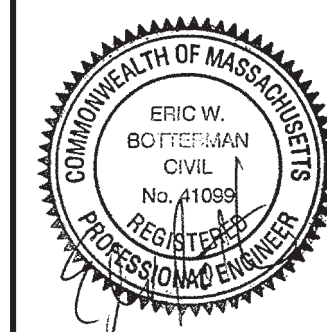
128.44 128.73 129.42 130.11 131.07 132.58 133.80

0+00 +50 1+00 +50 2+00 +50 2+84

ROAD "D"

GRAPHIC SCALE

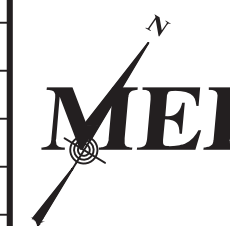
(IN FEET)
1 inch = 30'



PREPARED FOR

GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY



MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

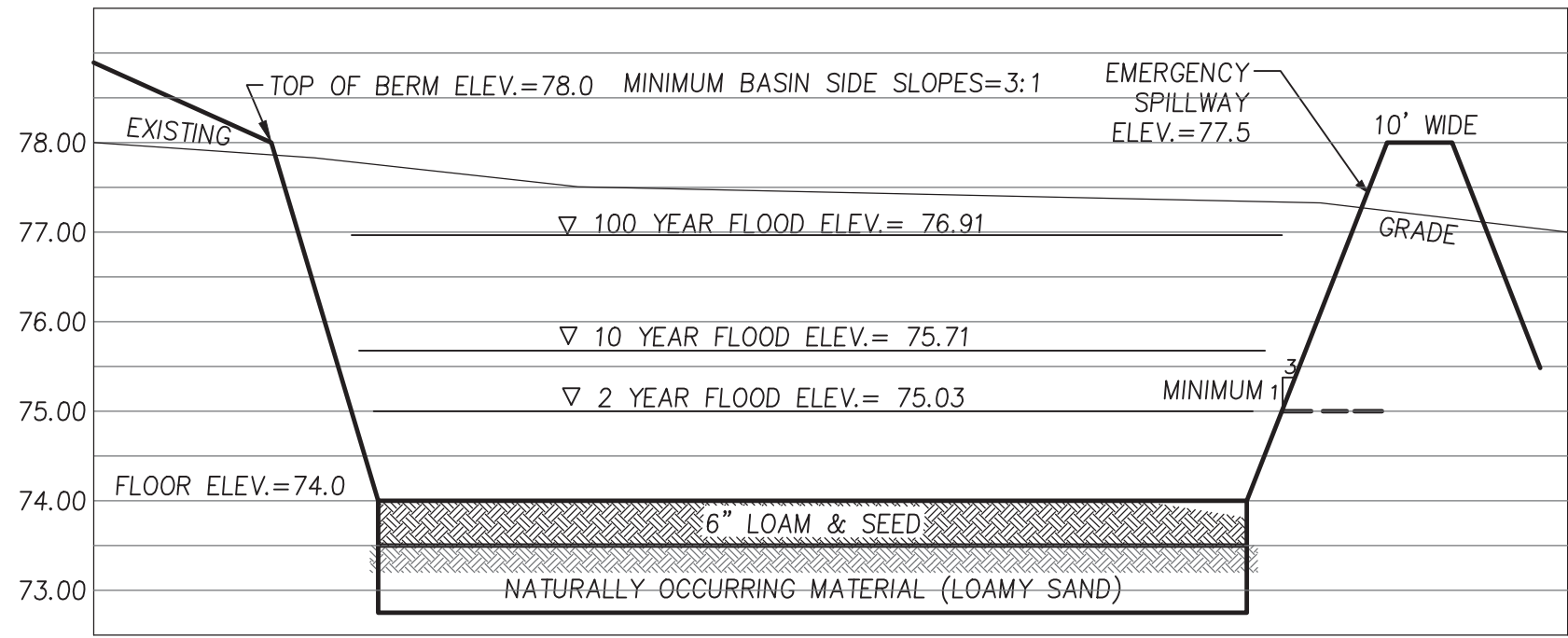
SCALE: 1"=30'	DESG. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

PLAN OF LAND
IN
GROVELAND, MA

SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

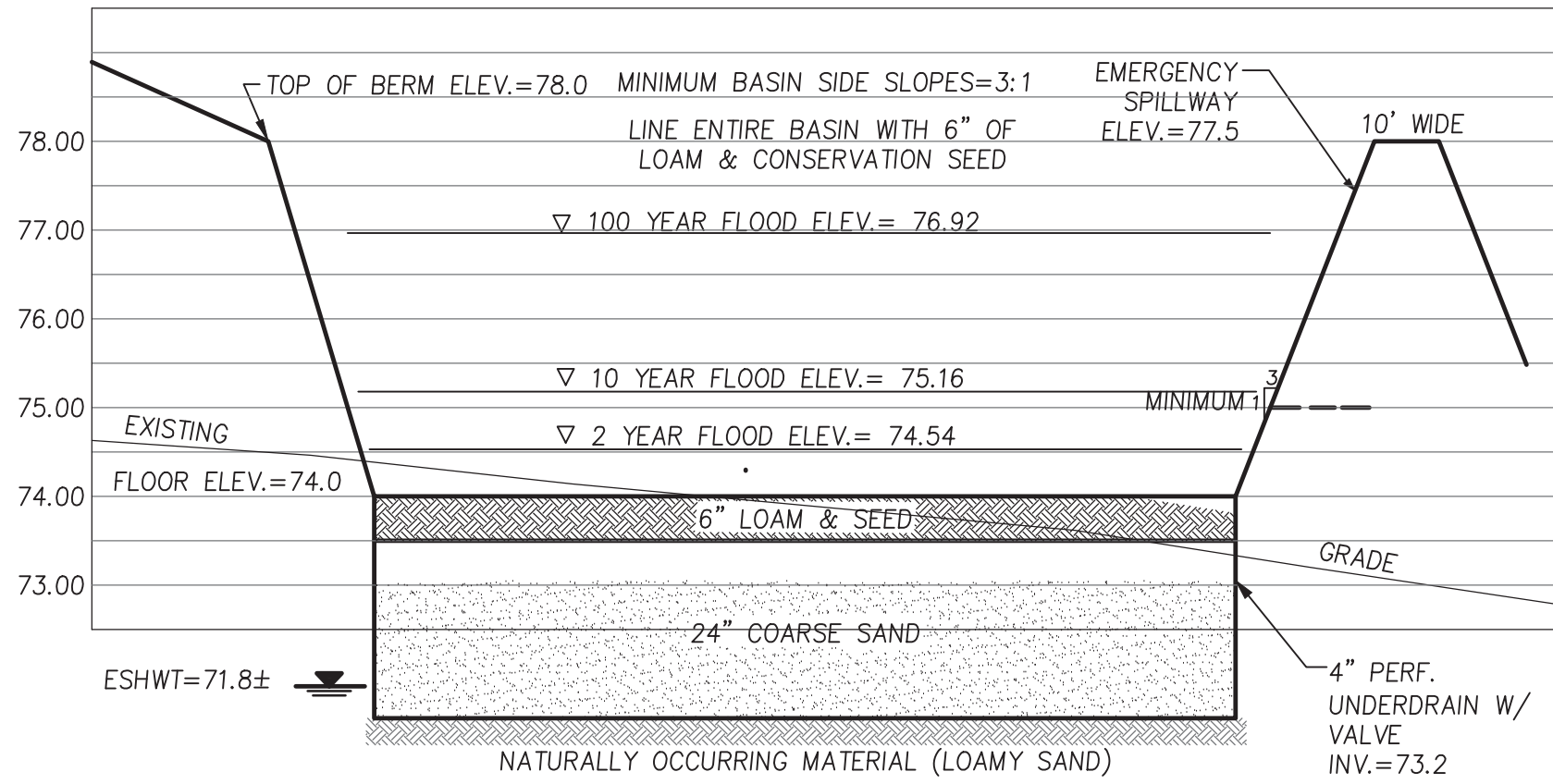
ROADWAY PROFILE

SHEET: C-20



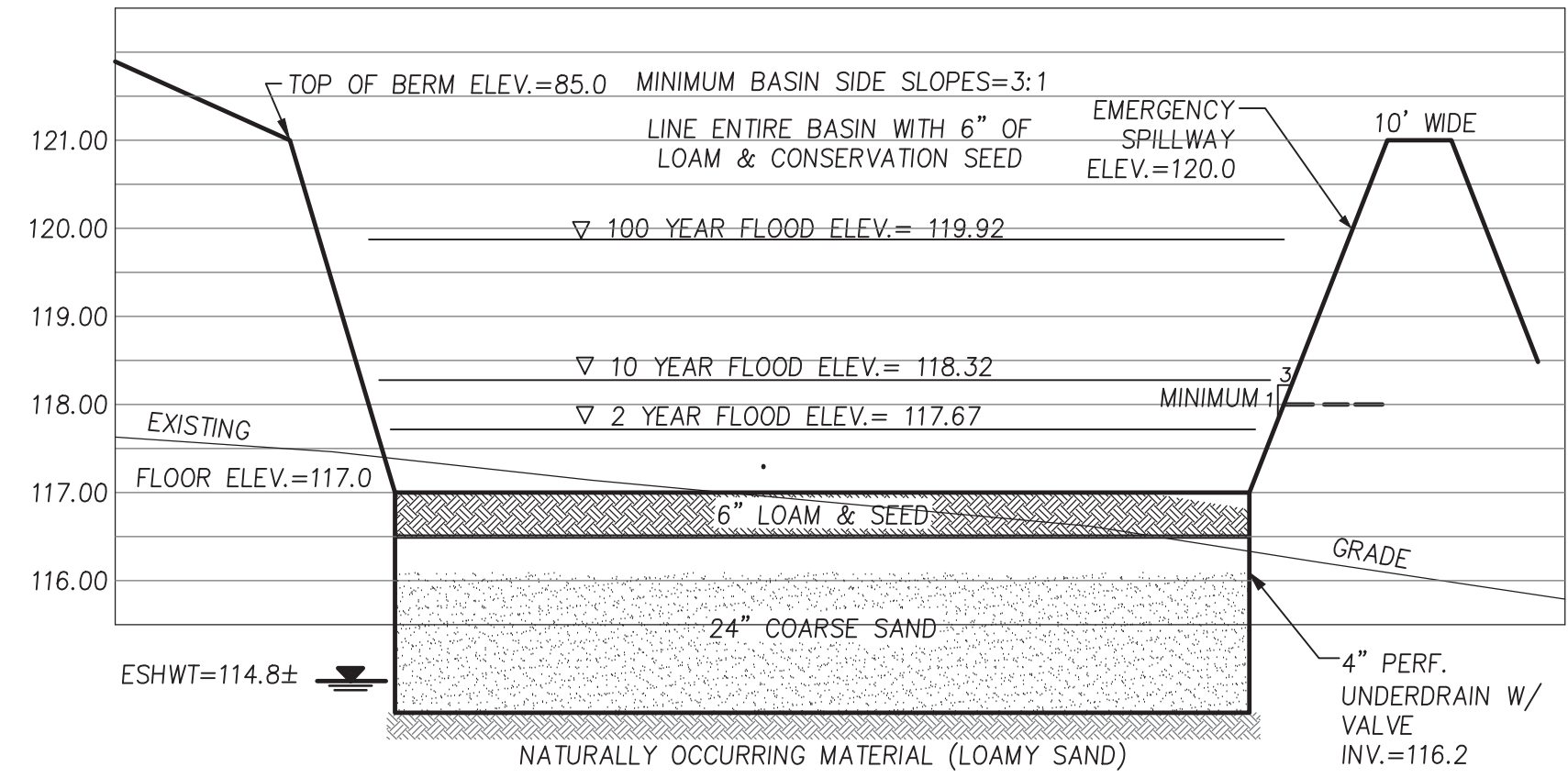
DETENTION BASIN #1
TYP. CROSS-SECTION

HORIZ. SCALE: N.T.S.
VERT. SCALE: 1"=2'



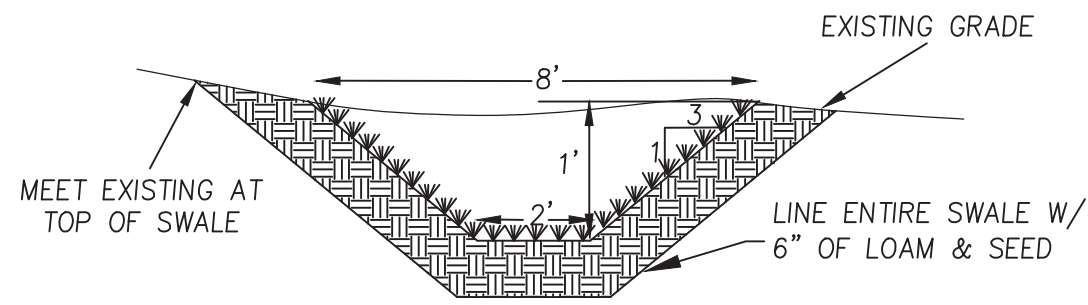
INFILTRATION BASIN #2
TYP. CROSS-SECTION

HORIZ. SCALE: N.T.S.
VERT. SCALE: 1"=2'



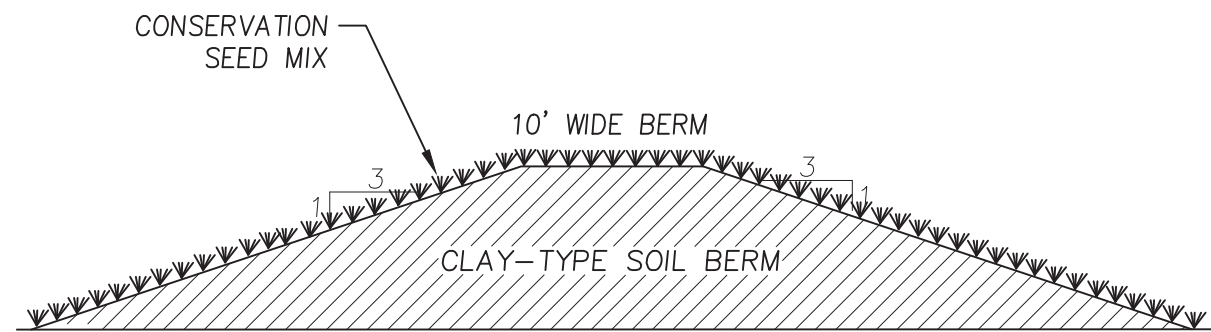
INFILTRATION BASIN #3
TYP. CROSS-SECTION

HORIZ. SCALE: N.T.S.
VERT. SCALE: 1"=2'



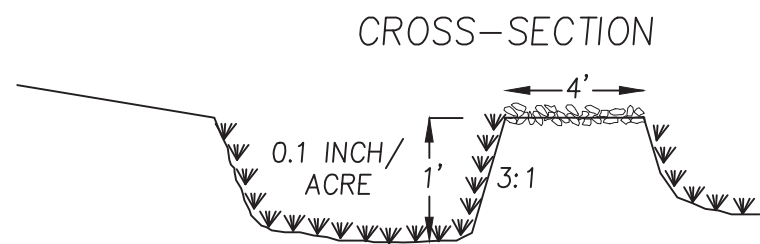
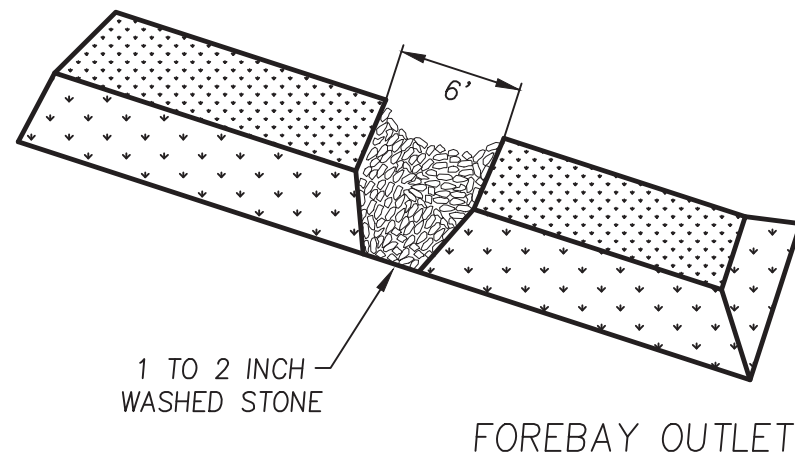
WATER QUALITY
SWALE DETAIL

N.T.S.



INFILTRATION BASIN
BERM DETAIL

N.T.S.



	DRAINAGE AREA (ACRES)	VOLUME (CU. YD)	VOLUME (CU. FT)	DIMENSIONS (L x W x H)	OUTLET LENGTH
FOREBAY #1A	0.20	2.7	74	9'x9'x1.0'	6.0'
FOREBAY #1B	0.17	2.3	63	8'x8'x1.0'	6.0'
FOREBAY #2	1.91	25.7	693	27'x27'x1.0'	6.0'
FOREBAY #3	1.63	22.0	593	25'x25'x1.0'	6.0'

SEDIMENT FOREBAY
DETAIL

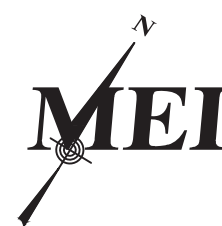
N.T.S.

CONSTRUCTION SPECIFICATIONS

- BERMS SHALL BE CONSTRUCTED OF FILL MATERIAL FREE OF ROOTS, STUMPS, WOOD, RUBBISH, STONES GREATER THAN 6", OR OTHER OBJECTIONABLE MATERIALS. FILL MATERIAL FOR THE CENTER OF THE BERM SHALL CONFORM TO UNIFIED SOIL CLASSIFICATION GC, SC, CH, OR CL AND HAVE AT LEAST 30% PASSING THE #200 SIEVE. MATERIALS USED IN THE OUTER SHELL OF THE BERMS SHALL BE CAPABLE OF SUPPORTING THE VEGETATION SPECIFIED ON THE PLANS.
- FILL MATERIALS SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED WITH A MINIMUM REQUIRED DENSITY OF NOT LESS THAN 95% OF MAXIMUM DRY DENSITY.
- PRIOR TO FILL MATERIAL INSTALLATION, ALL TOPSOIL, SUBSOIL, AND UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL.
- AFTER THE INFILTRATION BASIN IS EXCAVATED TO THE FINAL DESIGN ELEVATION, THE FLOOR SHALL BE DEEPLY TILLED WITH A ROTARY TILLER OR DISC HARROW TO RESTORE INFILTRATION RATES, FOLLOWED BY A PASS WITH A LEVELING DRAG.
- EROSION CONTROL MATTING SHALL BE INSTALLED ON ALL OUTSIDE SLOPES OF STORMWATER BASINS. MATTING SHALL BE A WOVEN JUTE MESH MANUFACTURED BY MACCAFERRI COMPANY, OR APPROVED EQUAL.
- THE INFILTRATION BASIN BOTTOM SHALL BE CONSTRUCTED OF 6" LOAM & SEED OVER AT LEAST A 12" LAYER OF COARSE SAND.



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834



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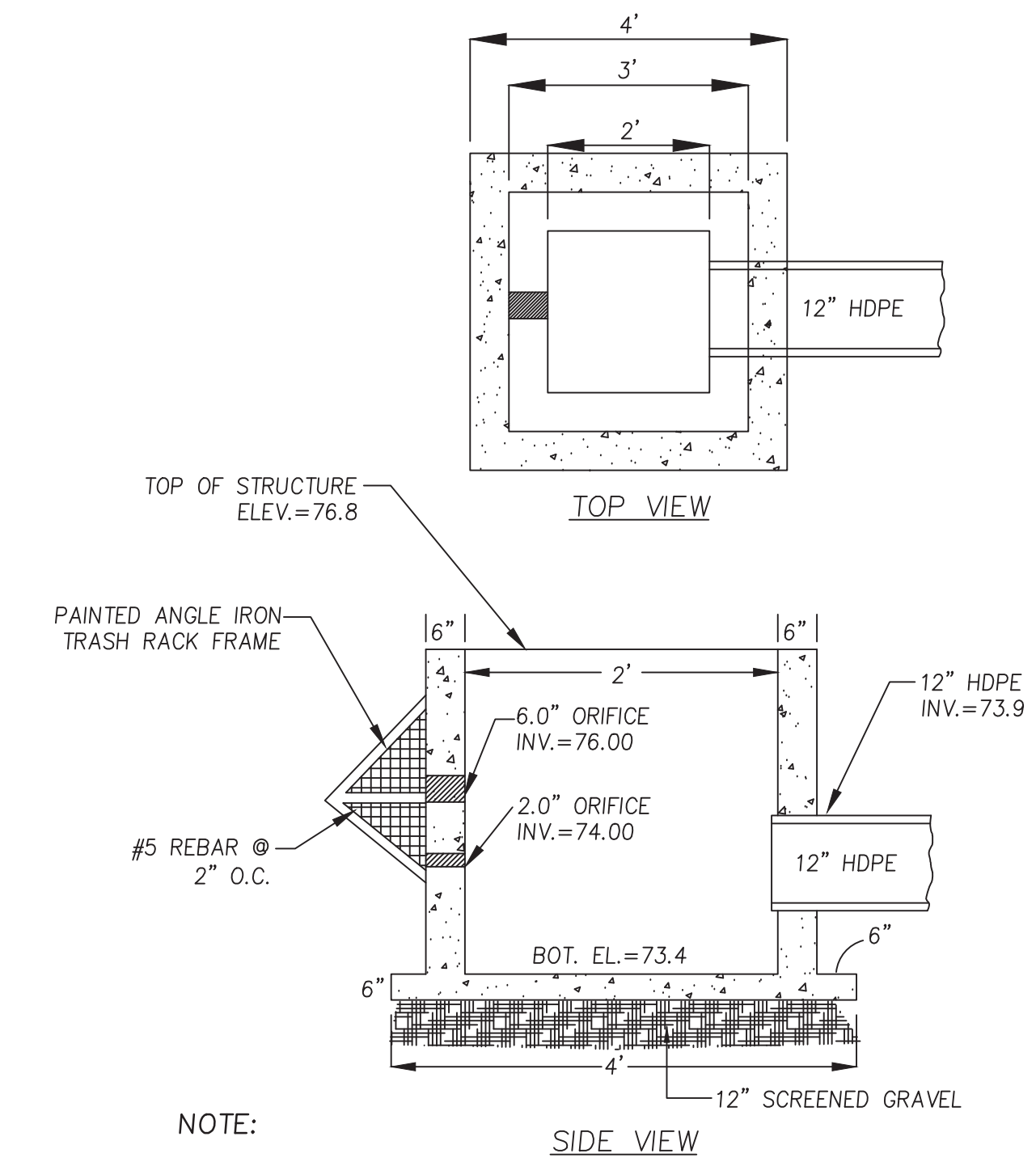
SCALE: AS NOTED
DATE: APRIL 12, 2024
DESIGNER: S.R.C.
CHECKED: B.E.M.
PROJECT: M173200

SITE PLAN
IN
GROVELAND, MA

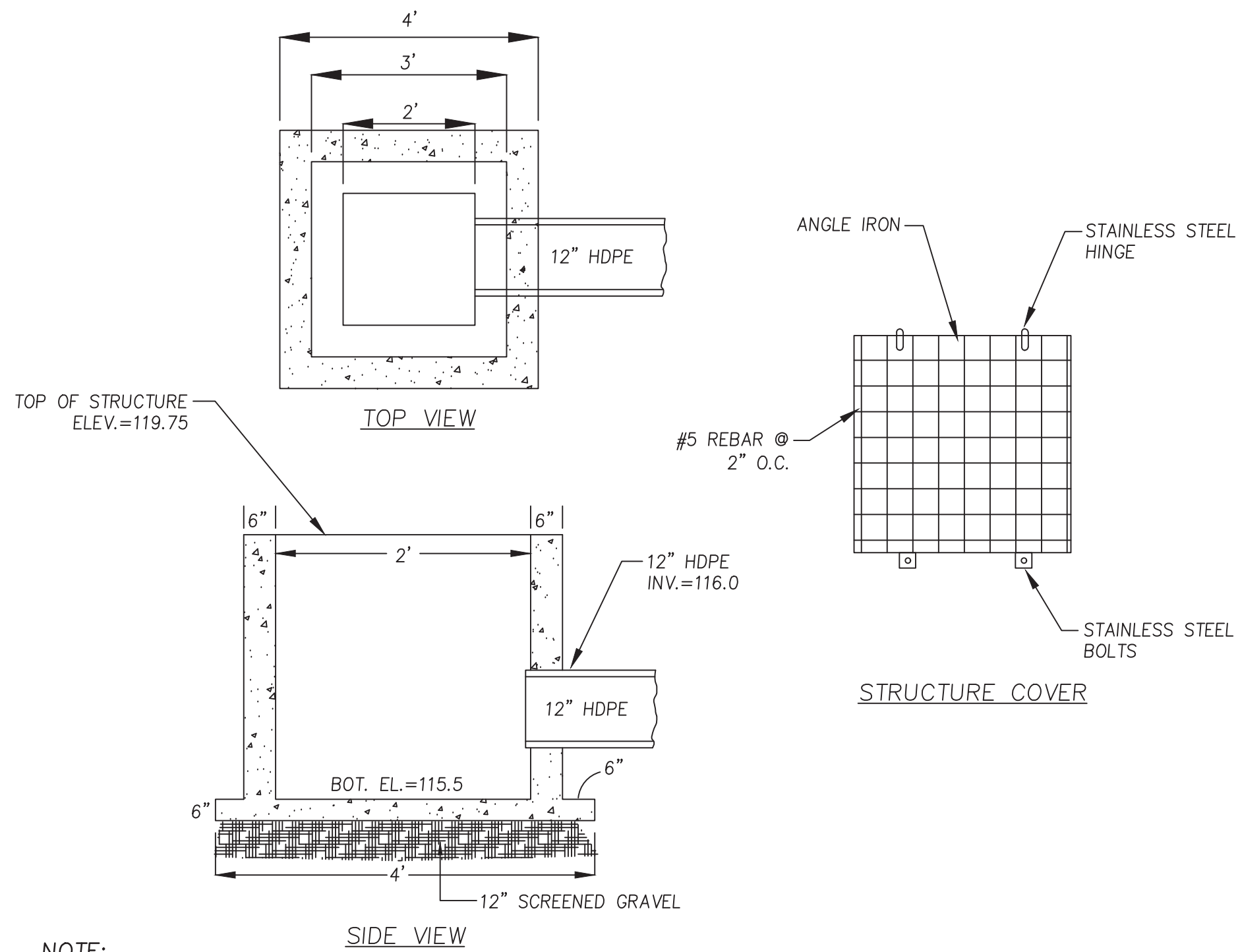
AT
SEWELL STREET

CONSTRUCTION
DETAILS

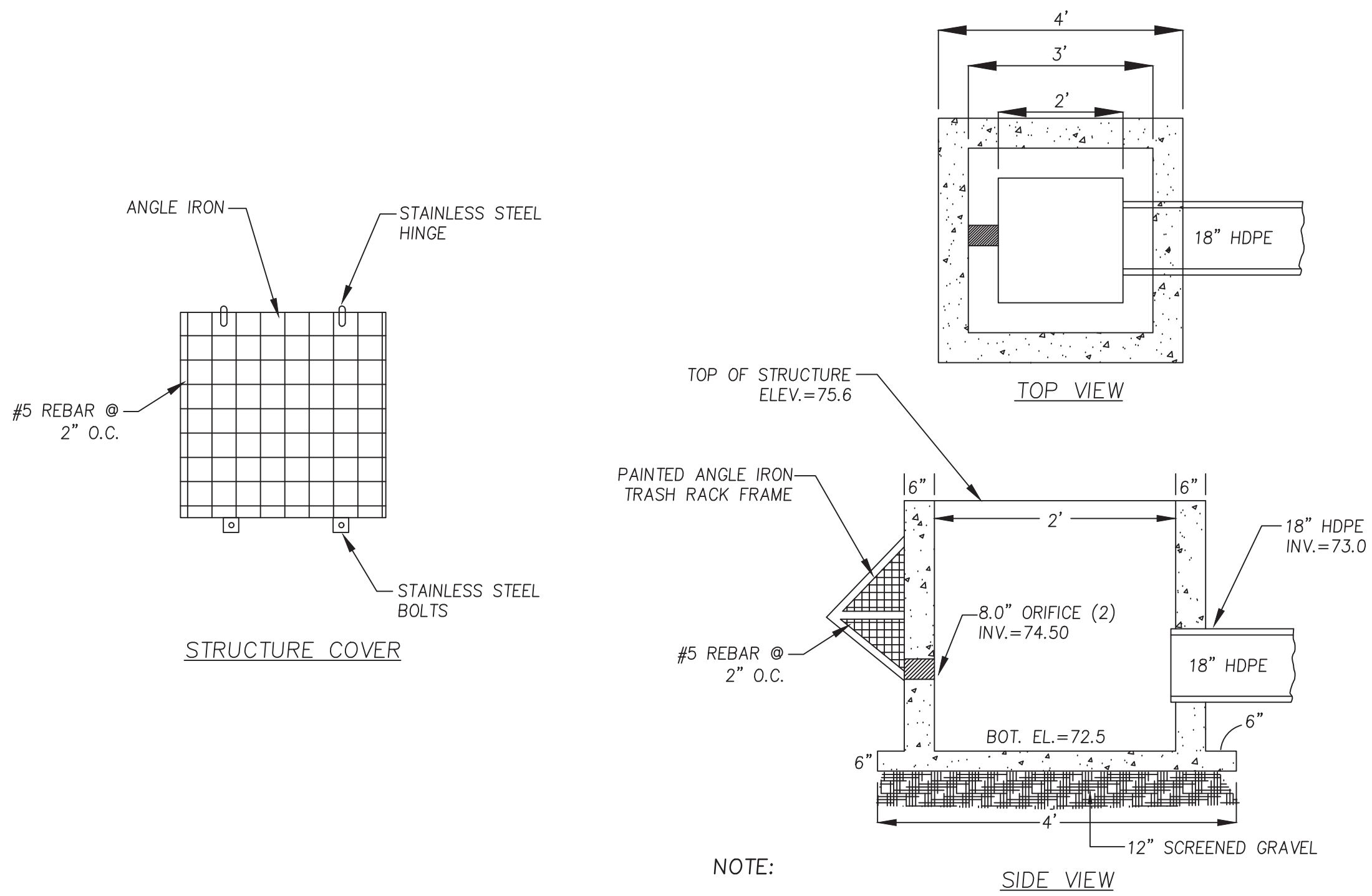
SHEET: C-21



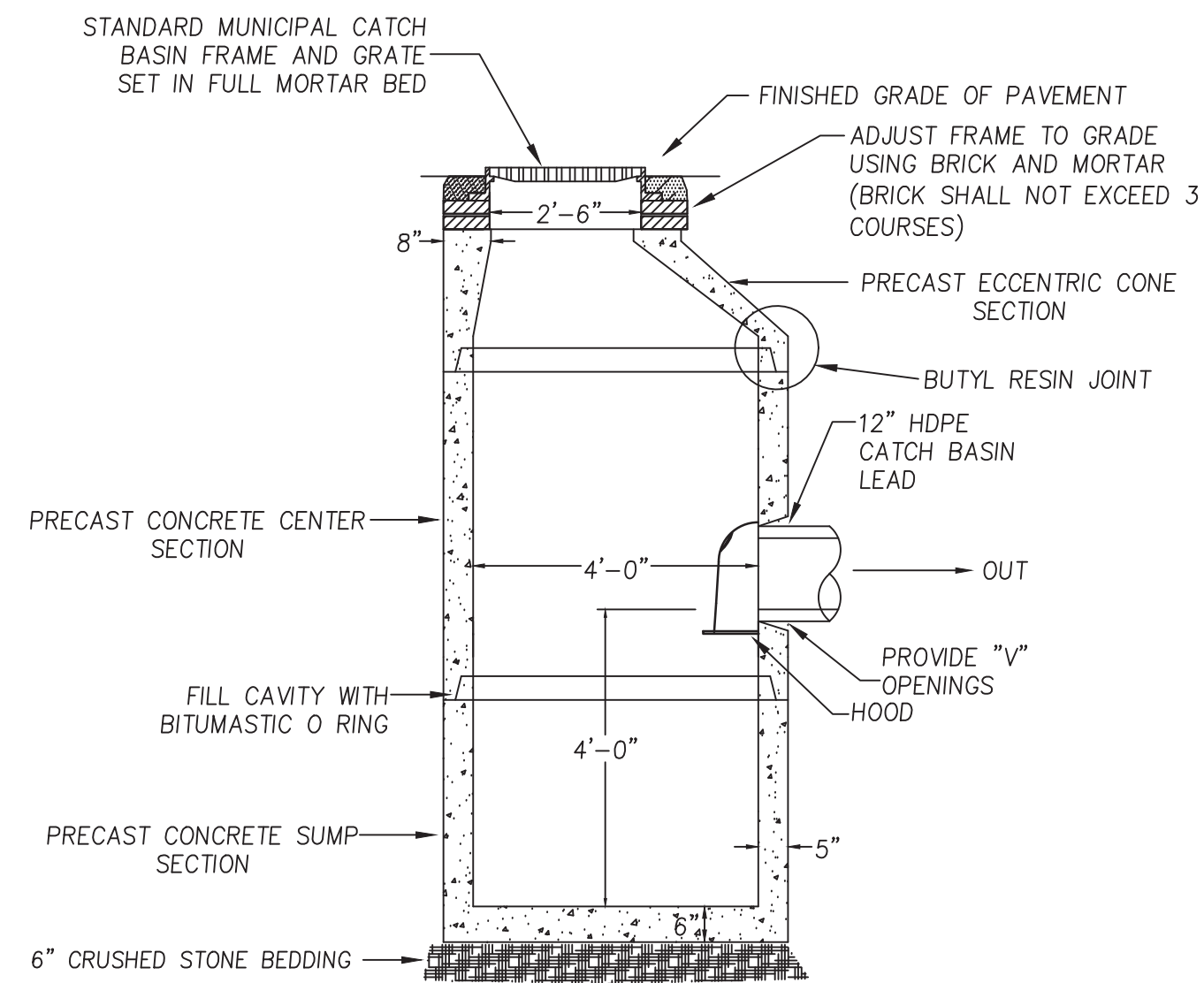
OUTLET STRUCTURE (BASIN 1)
DETAIL N.T.S.



OUTLET STRUCTURE (BASIN 3)
DETAIL N.T.S.

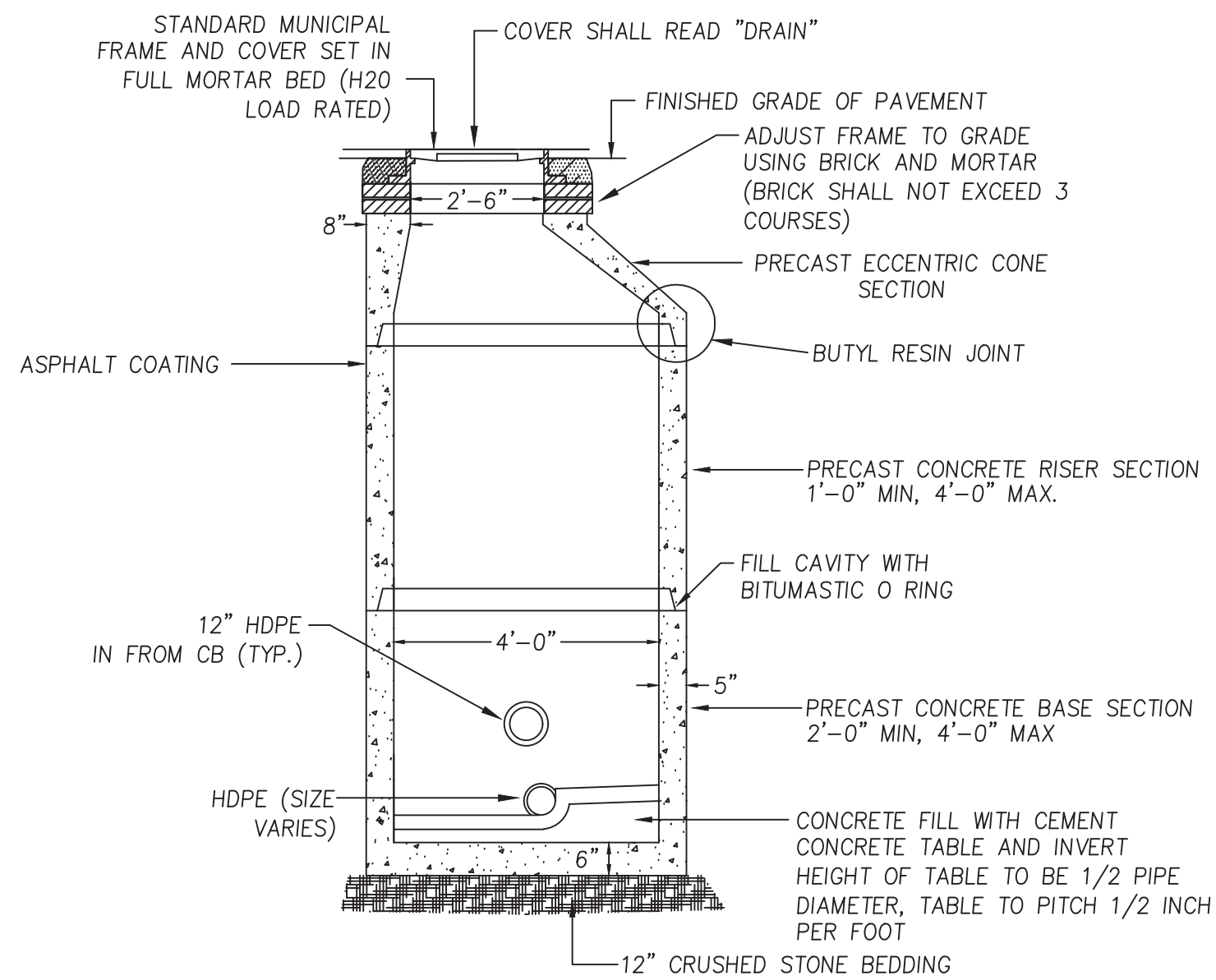


OUTLET STRUCTURE (BASIN 2)
DETAIL N.T.S.



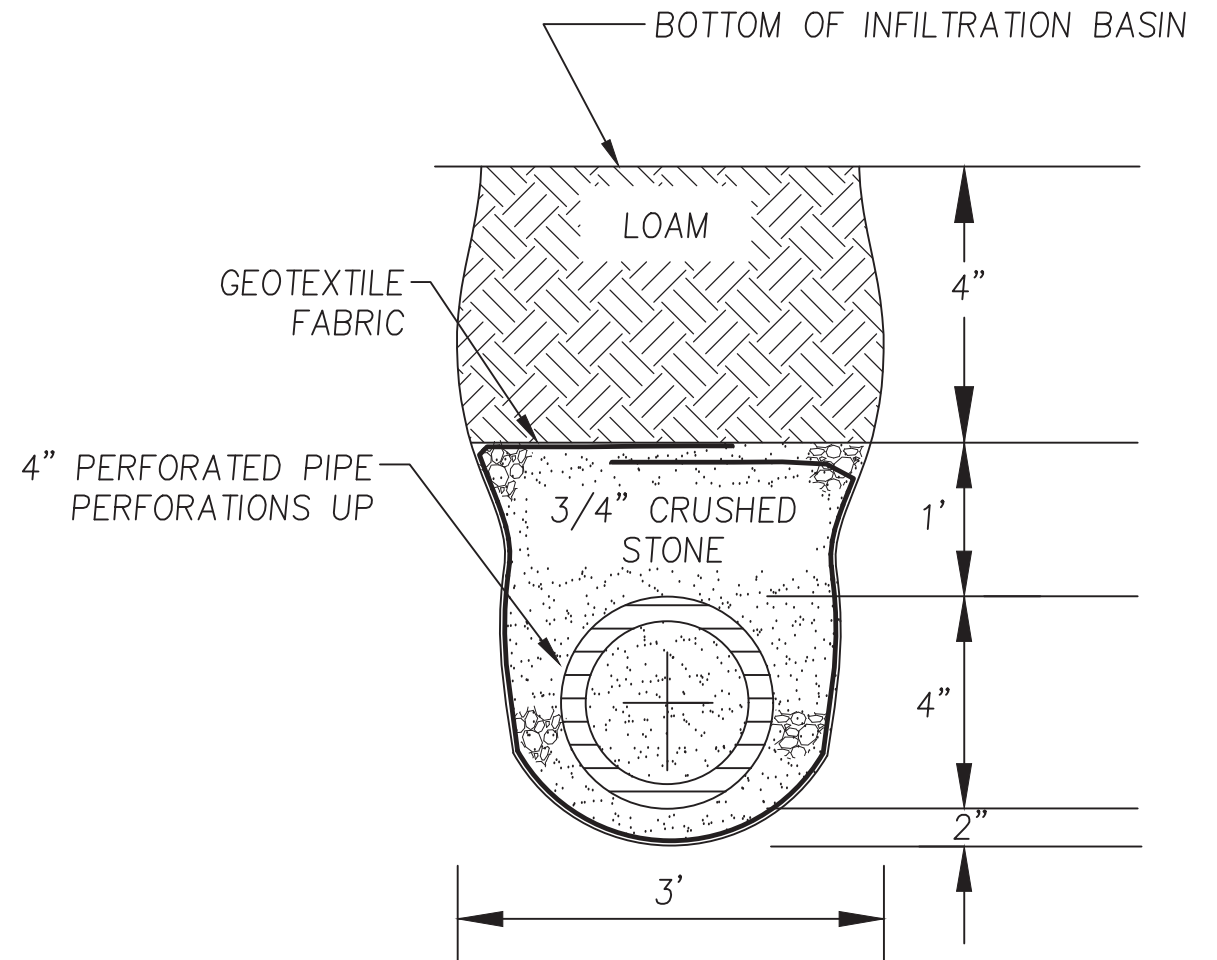
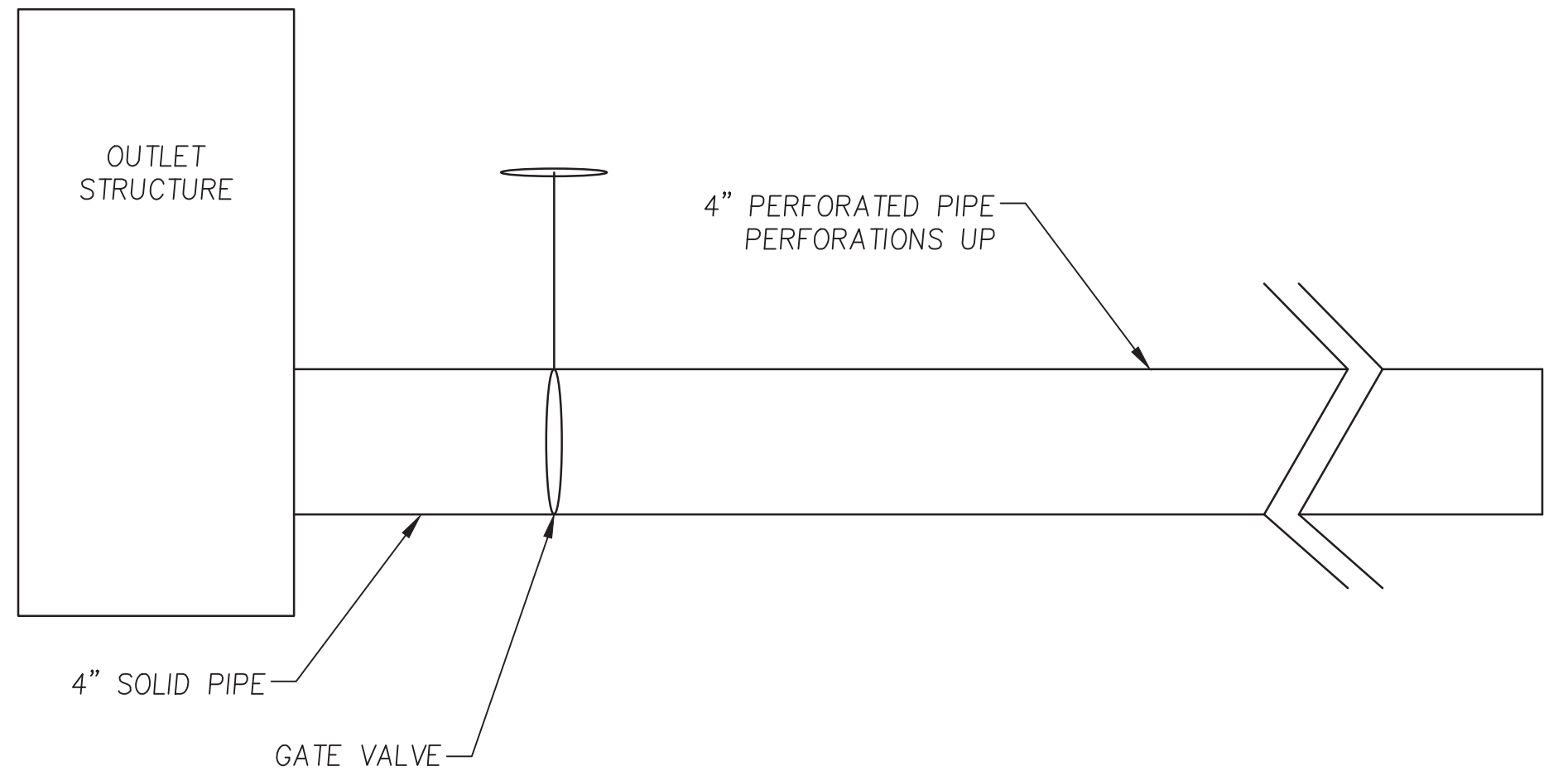
NOTES: 1) CATCH BASINS SHALL CONFORM TO ASTM C478 AND ASTM C185

PRECAST DEEP SUMP CATCH BASIN DETAIL
N.T.S.



NOTES: 1) DRAIN MANHOLES SHALL CONFORM TO ASTM C478 AND ASTM C185

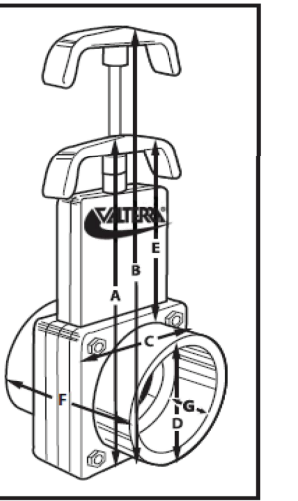
PRECAST DRAIN MANHOLE DETAIL
N.T.S.



UNDERDRAIN DETAIL
N.T.S.

MANUAL VALVE DIMENSIONS (Inches)(mm)							
Size	A	B	C	D	E	F	G
1.5 ABS	6.5	8.625	2.875	2.375	3.9375	2.875	0.7
1.5 PVC	6.5	8.625	2.875	2.375	3.9375	3.375	1.25
50mm	168	222	76	64	99	99	35
2 ABS	7.5	10.25	3.37	2.6875	4.5	3.125	0.75
2 PVC	7.5	10.25	3.37	2.75	4.5	3.5	1.125
63mm	191	260	86	73	111	105	37
75/90mm	238	324	111	89	130	133	48
3 ABS	9.25	13	4.375	3.9375	5.1875	4.5	1.6
3 PVC	9.25	13	4.375	3.9375	5.1875	4.5	1.8
90mm	238	324	111	105	130	133	48
4 PVC	13.25	18	6.625	5	7.4375	5.1875	1.75
110mm	330	454	168	127	181	130	44
6 PVC	22.75	31.125	11	7.25	13.25	11.125	4.375
160mm	572	800	279	181	343	279	111
8 PVC	22.75	31.125	11	9.3125	12.1875	13.75	5.67
200mm	572	797	279	216	327	276	108
10 PVC	35	48.5	18	11.5	16.99	13.75	5
12 PVC	35	48.5	18	13.5	18	15.375	6

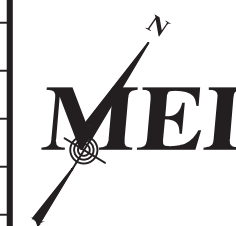
"B" Dimension is height of valve in fully open position



12" KNIFE GATE DETAIL
N.T.S.



PREPARED FOR
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7 HEMLOCK LANE
GROVELAND, MA 01834



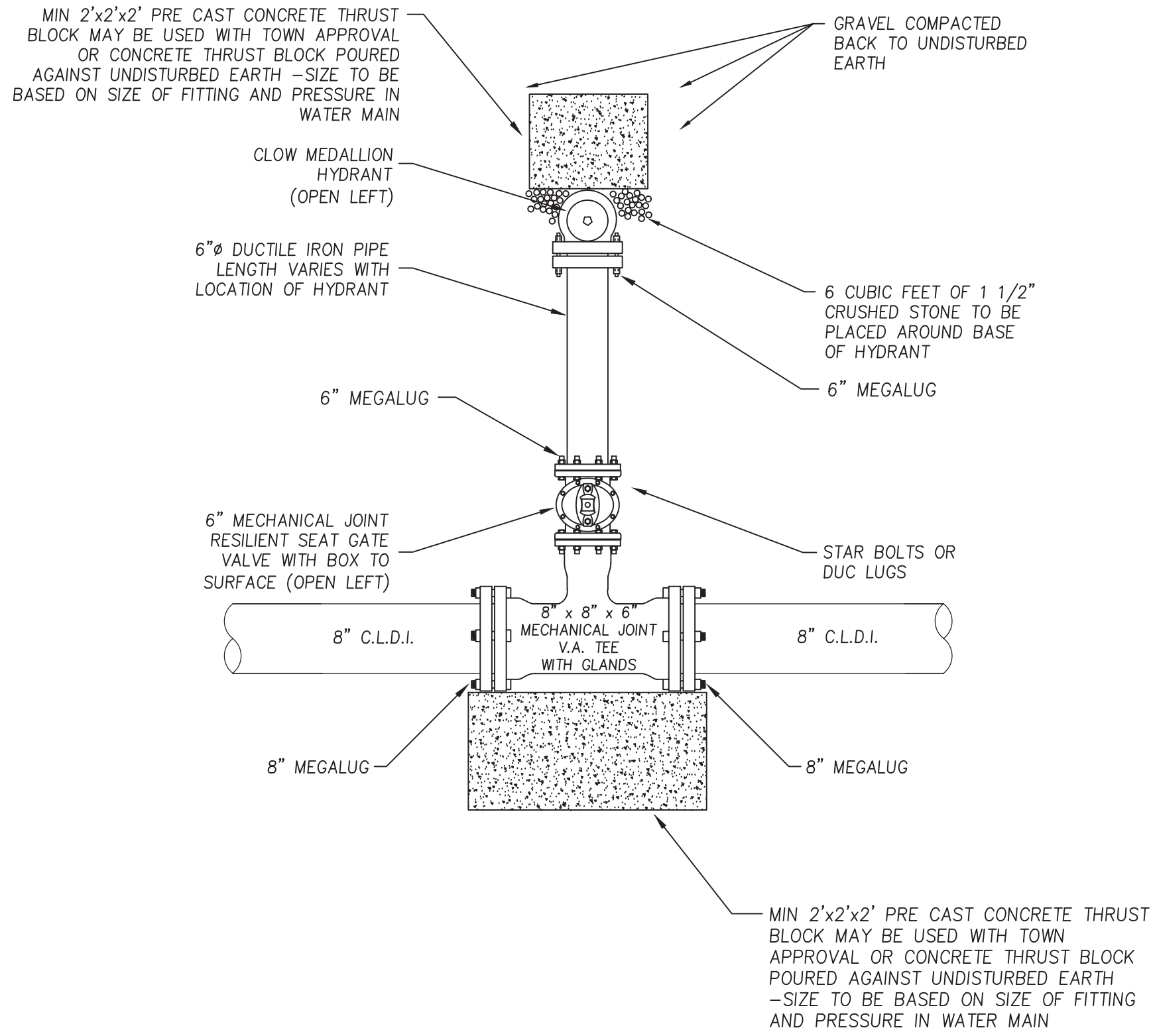
MILLENNIUM ENGINEERING, INC.
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SCALE: AS NOTED
DATE: APRIL 12, 2024
DES. BY: S.R.C.
CHKD. BY: B.E.M.
PROJECT: M173200

SITE PLAN
IN
GROVELAND, MA
AT
SEWELL STREET

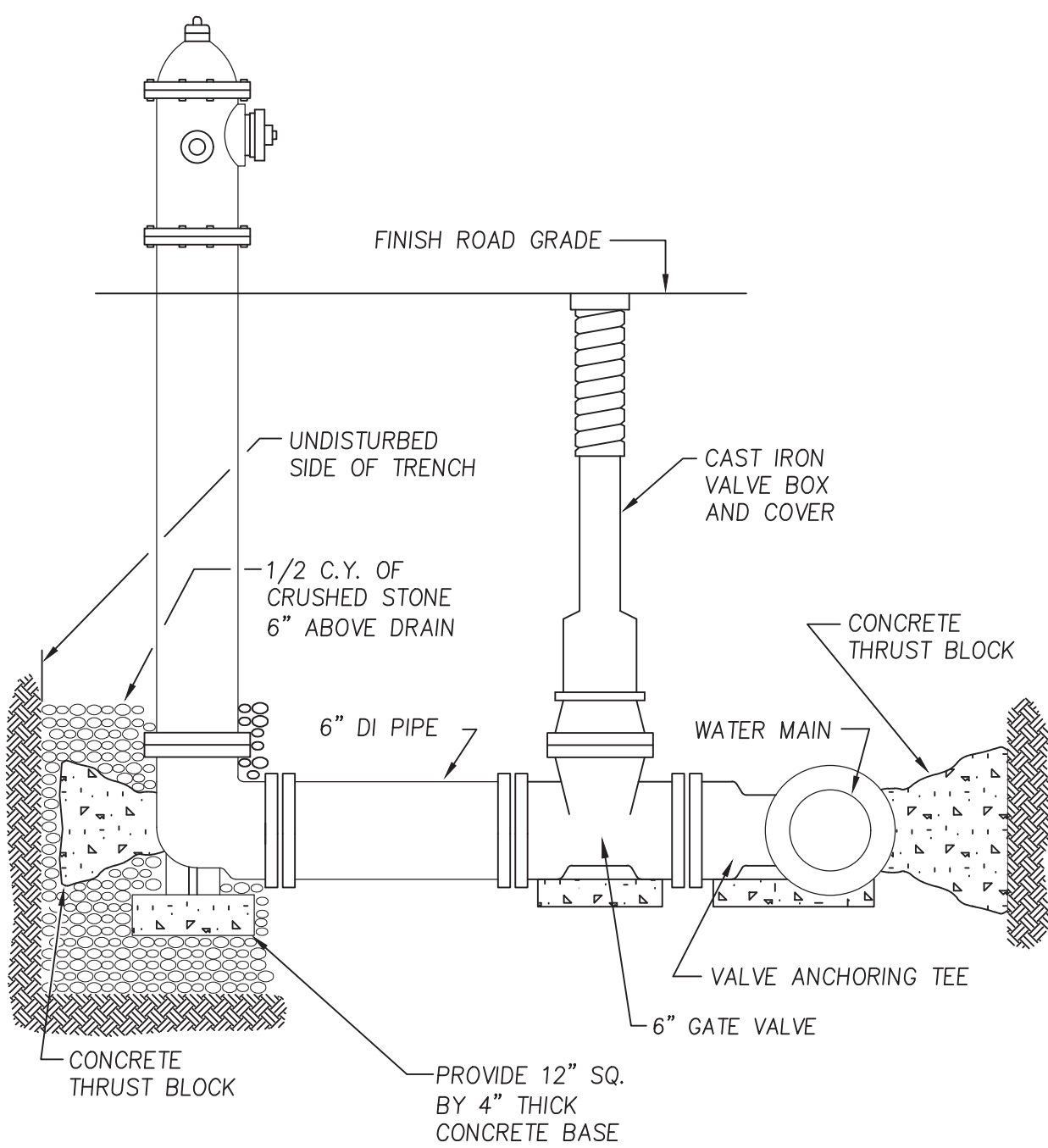
CONSTRUCTION DETAILS

SHEET: C-22



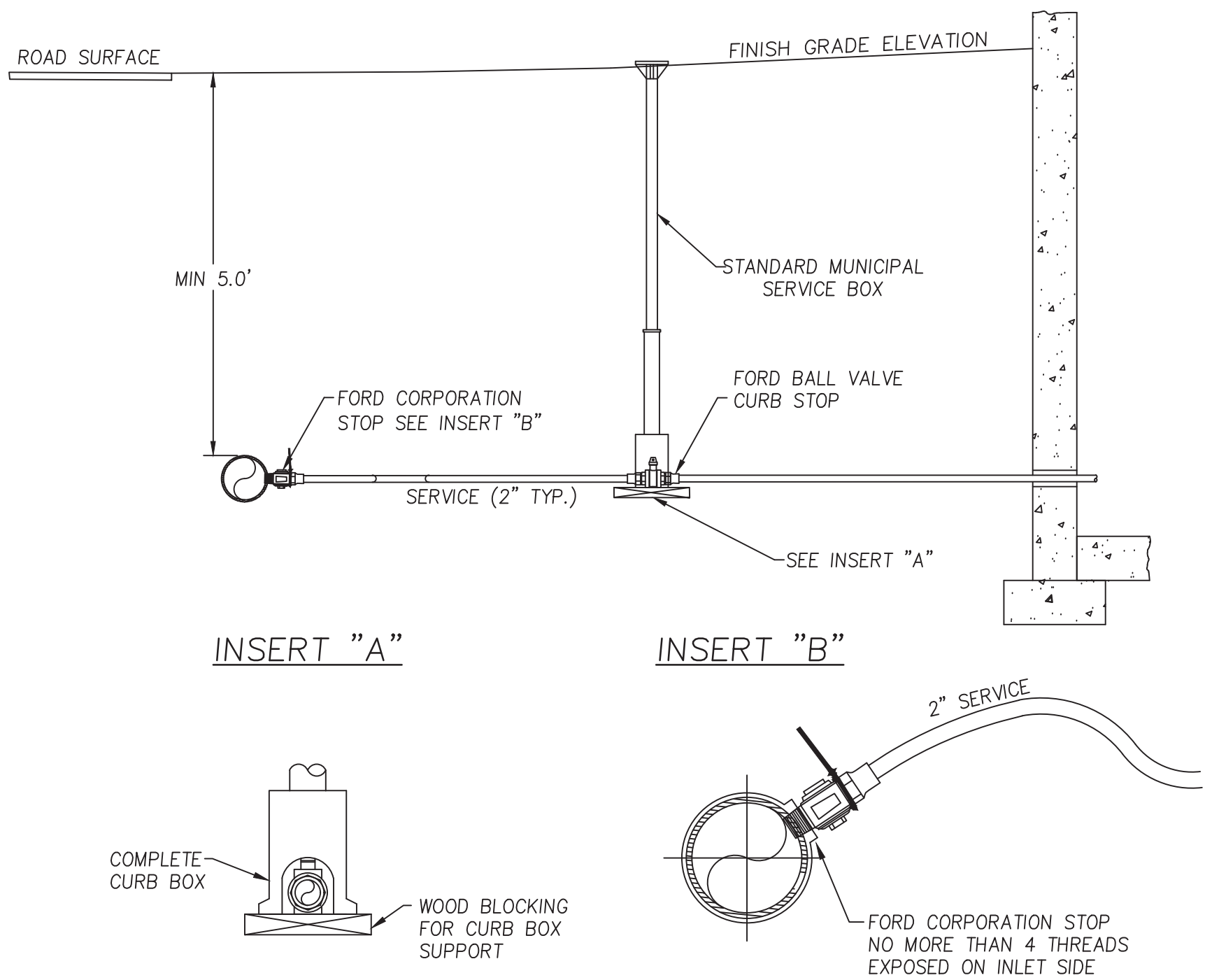
TYPICAL FIRE HYDRANT INSTALLATION

N.T.S.



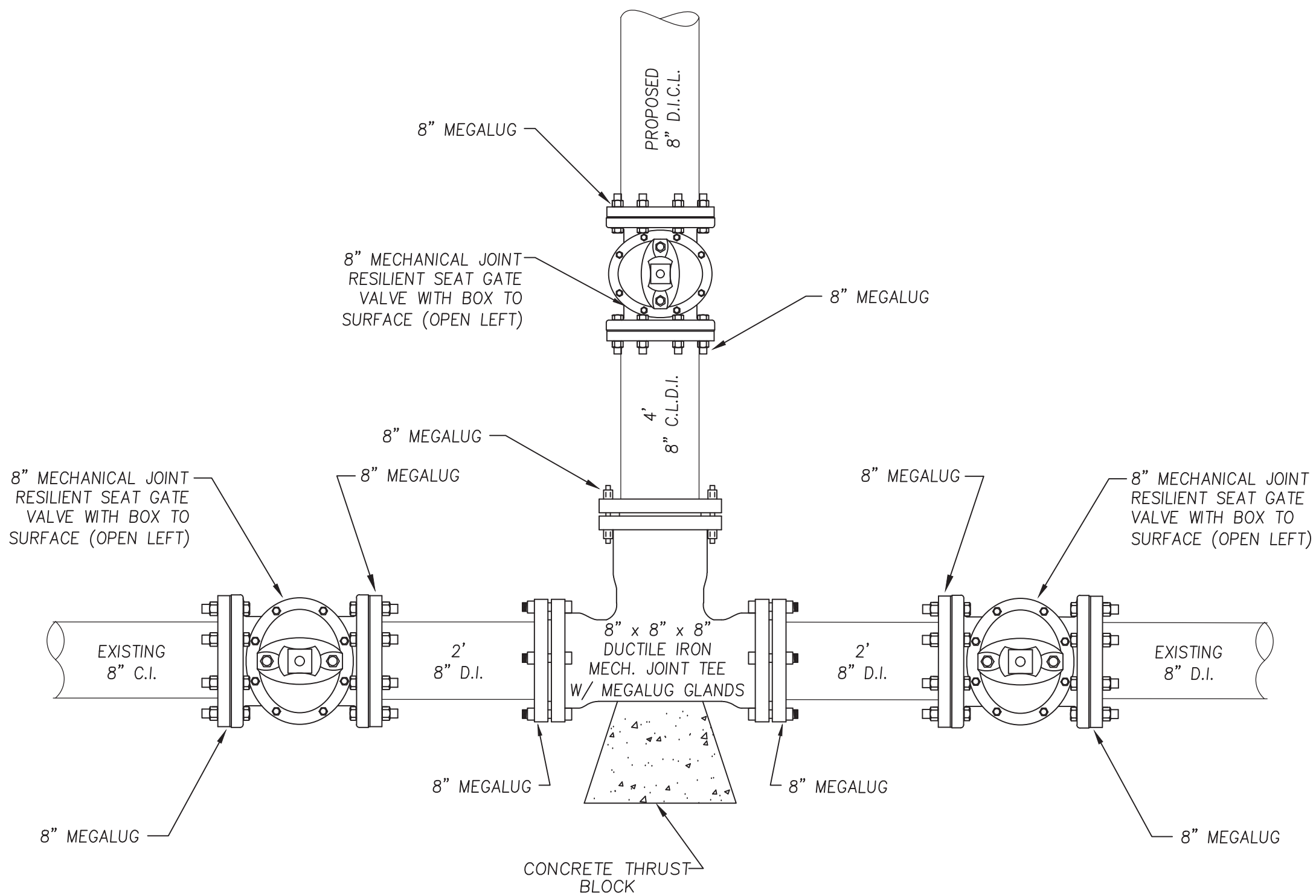
TYPICAL VALVE BOX DETAIL

N.T.S.



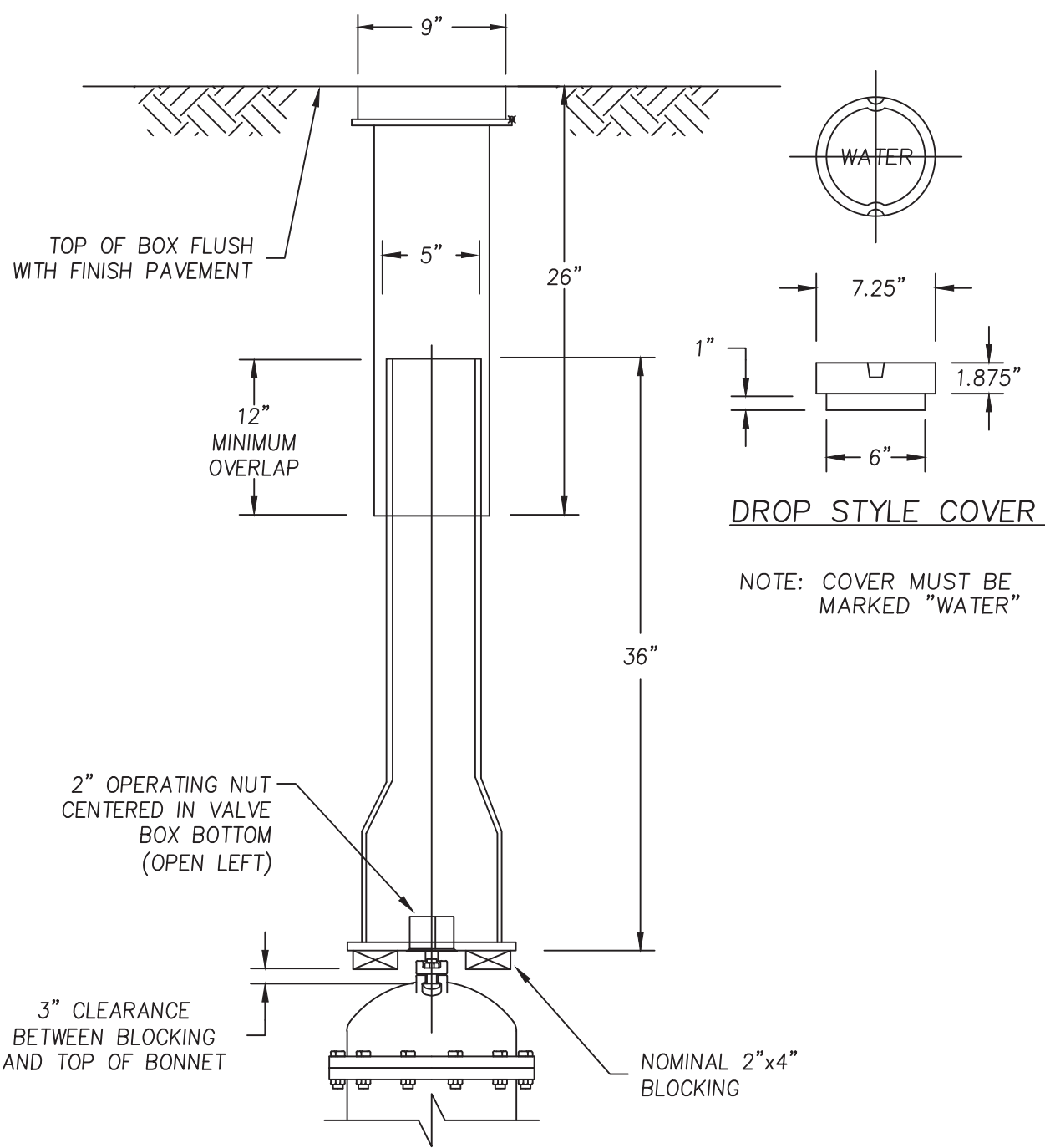
TYPICAL SERVICE CONNECTION

N.T.S.



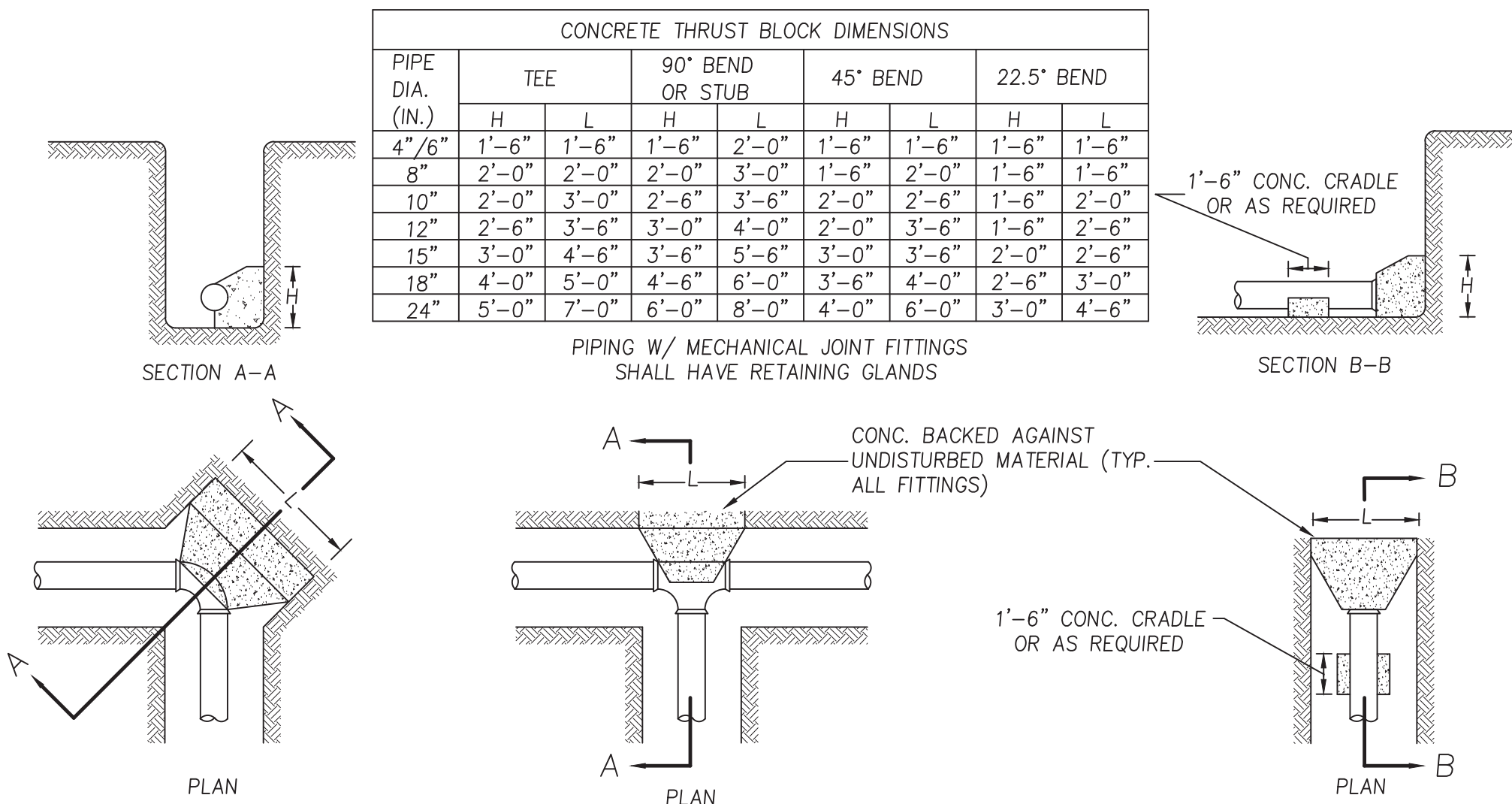
TYPICAL WATER MAIN CONNECTION DETAIL

N.T.S.



TYPICAL VALVE BOX DETAIL

N.T.S.

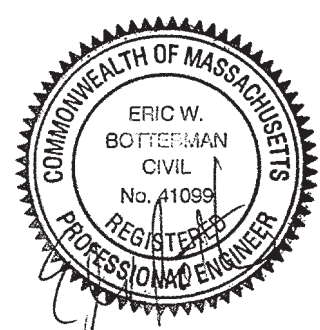


NOTES

- VALUES SHOWN ARE FOR TEST PRESSURE OF 150 PSI WITH A 100 PSI SURGE ALLOWANCE.
- THRUST BLOCKS SHALL NOT BE PLACED AGAINST THE FOLLOWING SOILS: PEAT, ORGANIC SILT AND ORGANIC SOILS, SOFT CLAY, RUBBISH FILL AND OTHER UNSUITABLE ARTIFICIAL FILL, SHATTERED SHALE, INORGANIC SILT AND VERY FINE SANDS.
- POURED CONCRETE THRUST BLOCKS SHALL NOT COVER ANY JOINTS, CLAMPS, NUTS, BOLTS, ETC.
- THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS.

THRUST BLOCK DETAILS

N.T.S.



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

MEI MILLENNIUM ENGINEERING, INC.
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SCALE: AS NOTED DESG. BY: S.R.C.
DATE: APRIL 12, 2024 CHKD. BY: B.E.M. PROJECT: M173200

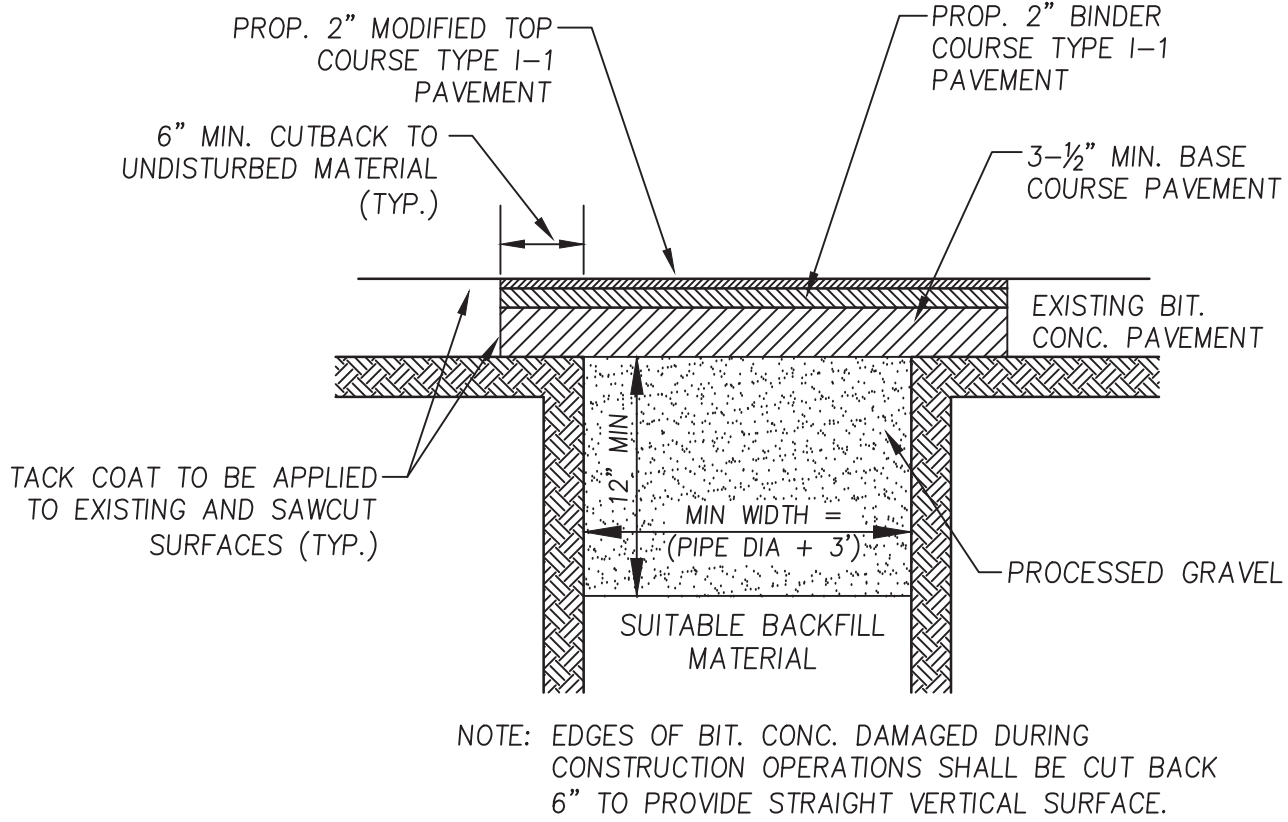
PLAN OF LAND
IN
GROVELAND, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

CONSTRUCTION
DETAILS

SHEET: C-23

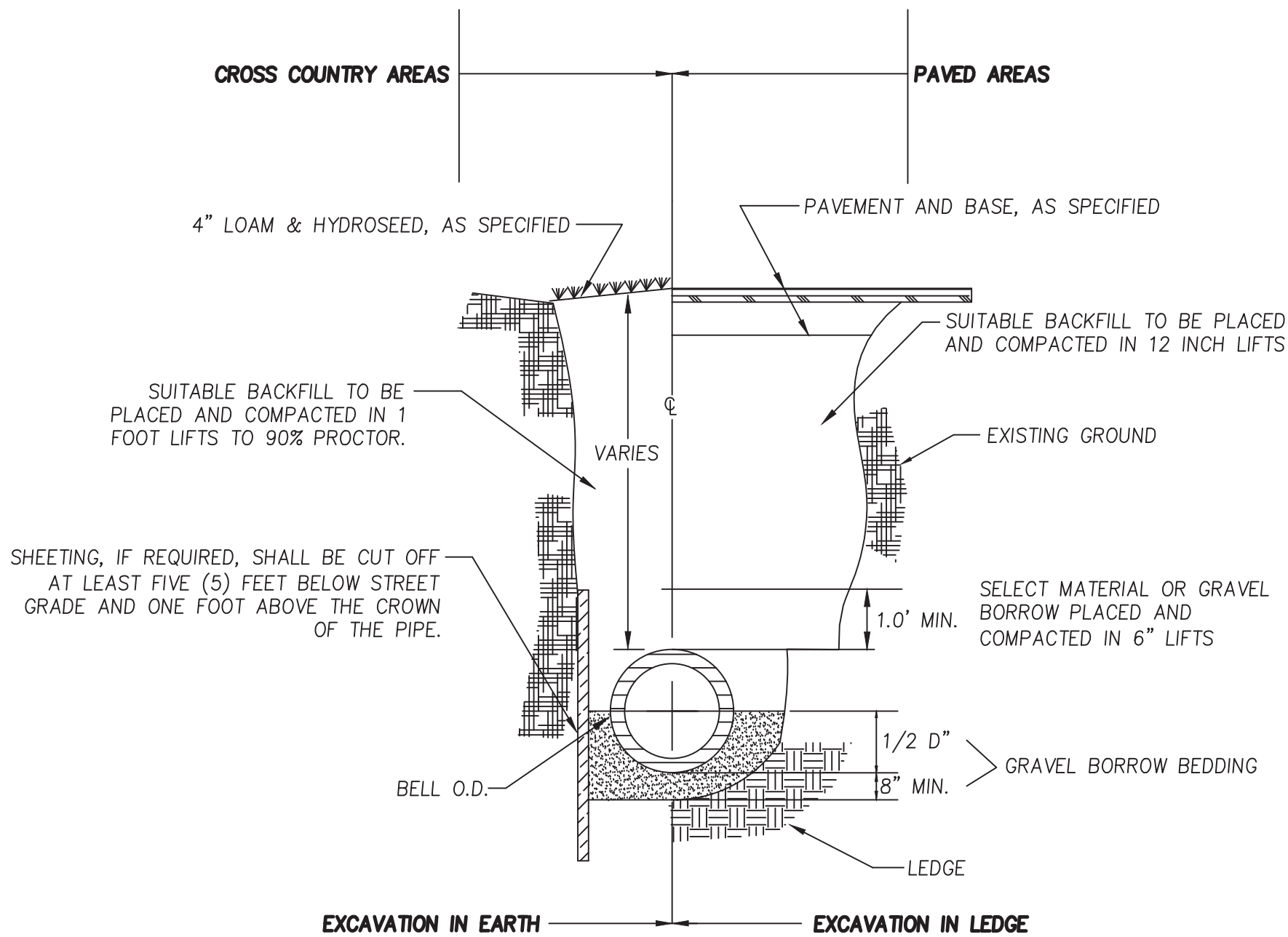
SIGN NO.	DESCRIPTION	SIZE
R1-1	STOP	30" x 30" (OR 24" x 24")
R2-1	SPEED LIMIT (15 MPH)	12" x 18"
R7-8	ADA PARKING	12" x 18"
R8-3A	NO PARKING (GRAPHIC)	12" x 12"
W11-2	PEDESTRIAN CROSSING (GRAPHIC)	30" x 30"
W16-7PL	ARROW (GRAPHIC)	24" x 12"
W16-9P	AHEAD	30" x 18"
D3-1	SALEM STREET	12" (WIDTH VARIES)
D3-2	SEWELL STREET	"
D3-3	ROAD A	"
D3-4	ROAD B	"
D3-5	ROAD C	"
D3-6	ROAD D	"

SIGN DESCRIPTION
CHART



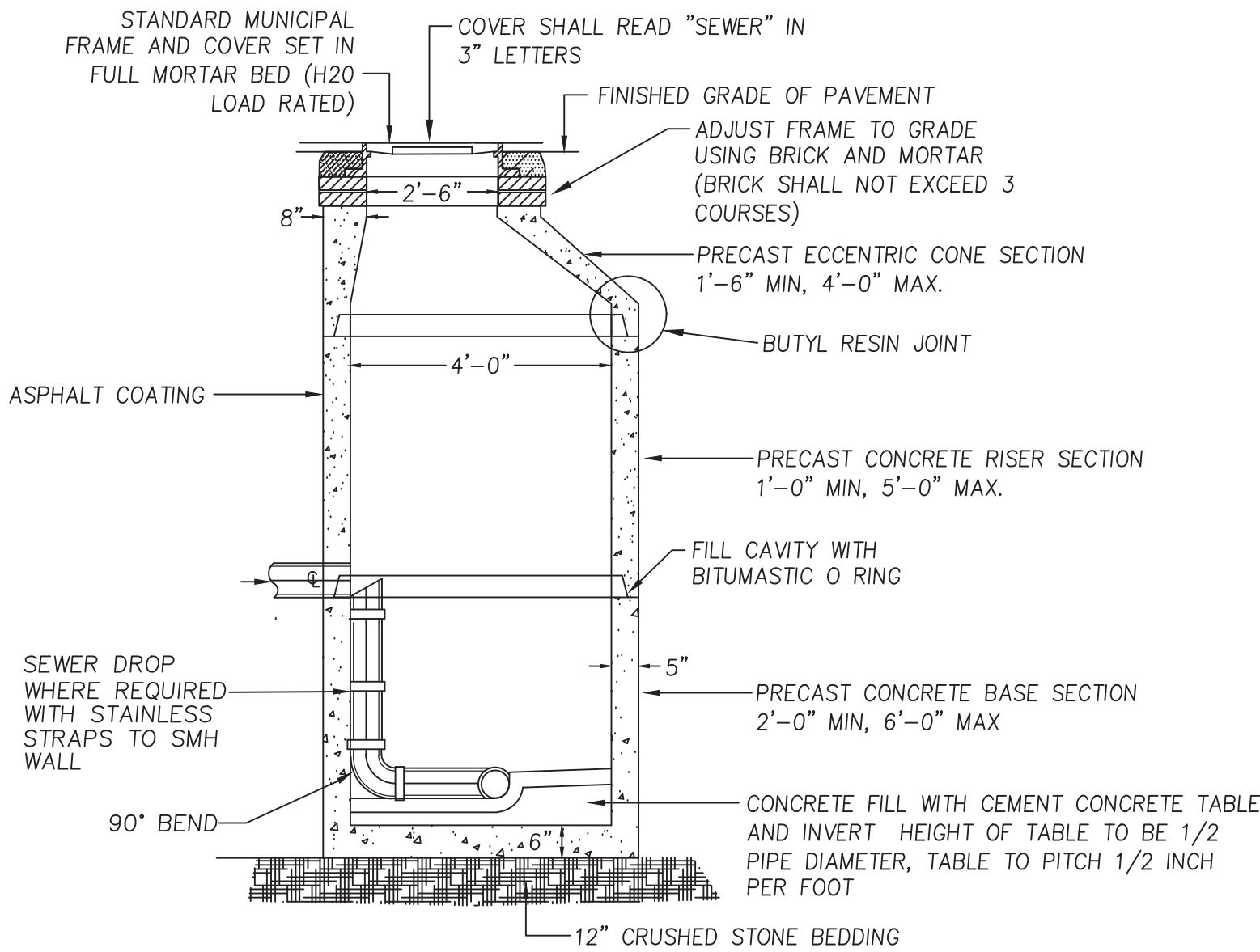
PERMENANT TRENCH
PATCH DETAIL

N.T.S.



TYPICAL TRENCH
DETAIL

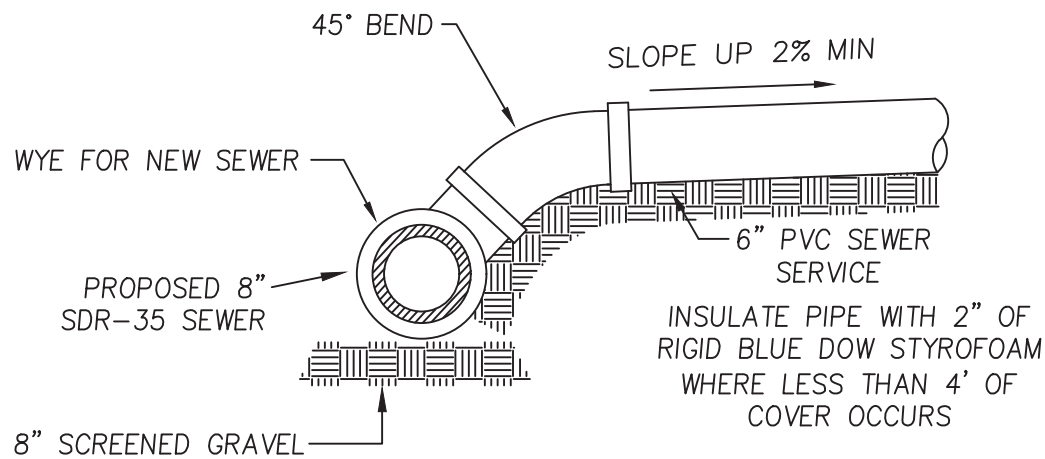
N.T.S.



- NOTES: 1) SEWER MANHOLES SHALL CONFORM TO ASTM C478 AND ASTM C185
2) STEEL REINFORCED COPOLYMER POLYPROPYLENE PLASTIC STEPS SHALL CONFORM TO LATEST ASTM C478 SPEC.
3) ALL PENETRATIONS IN THE MANHOLE FOR INSERTION OF PIPING SHALL BE SEALED WITH KOR-N-SEAL FLEXIBLE PIPE CONNECTION.

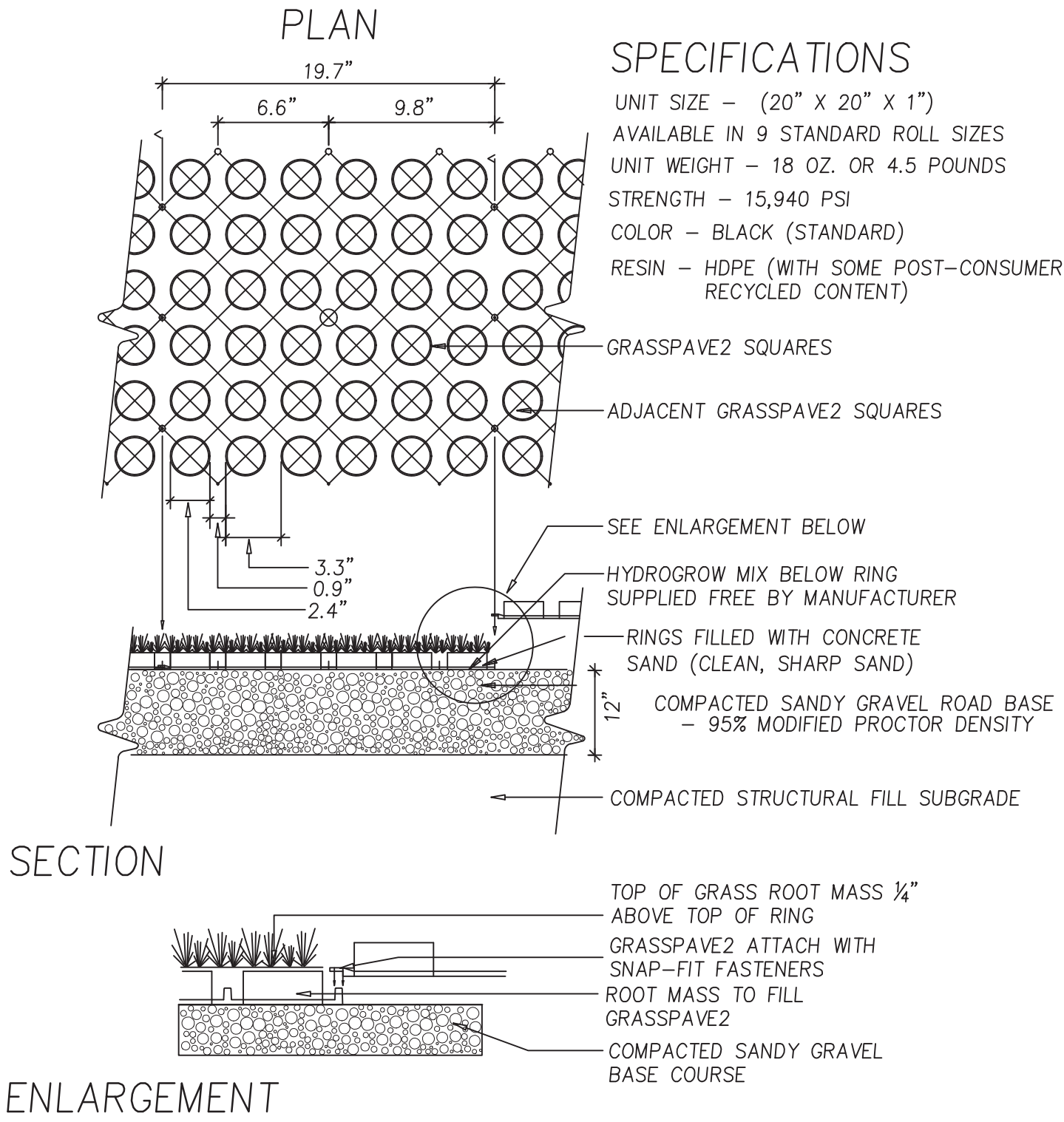
PRECAST SEWER
MANHOLE DETAIL

N.T.S.



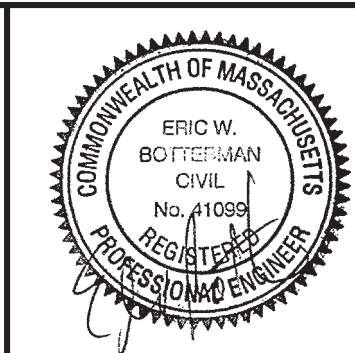
SEWER SERVICE
DETAIL

N.T.S.



TYPICAL GRASSPAVE2
DETAIL

N.T.S.



PREPARED FOR

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7 HEMLOCK LANE
GROVELAND, MA 01834

NO.	DATE	DESCRIPTION	BY		



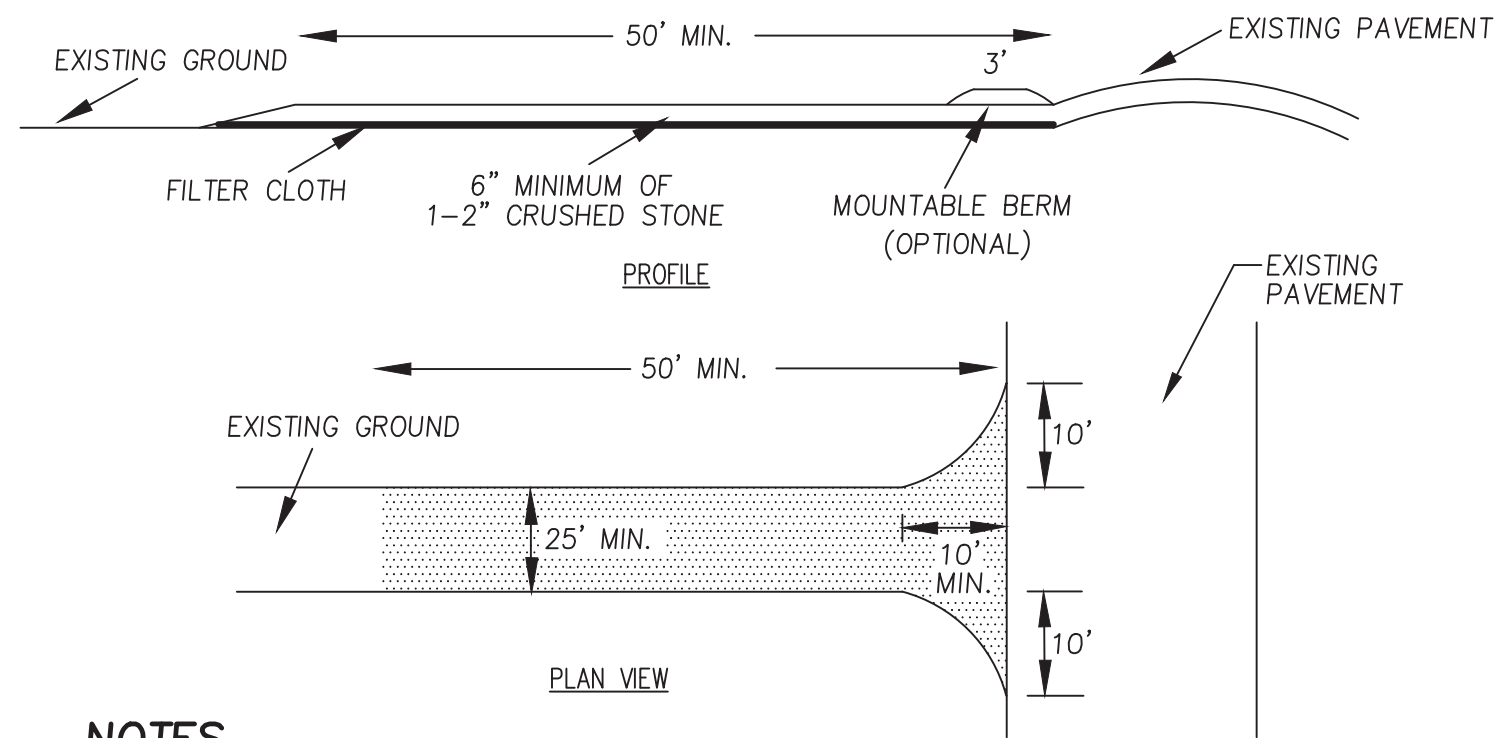
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PLAN OF LAND
IN
GROVELAND, MA
SHOWING
PROPOSED SITE IMPROVEMENTS
AT
SEWELL STREET

**CONSTRUCTION
DETAILS**

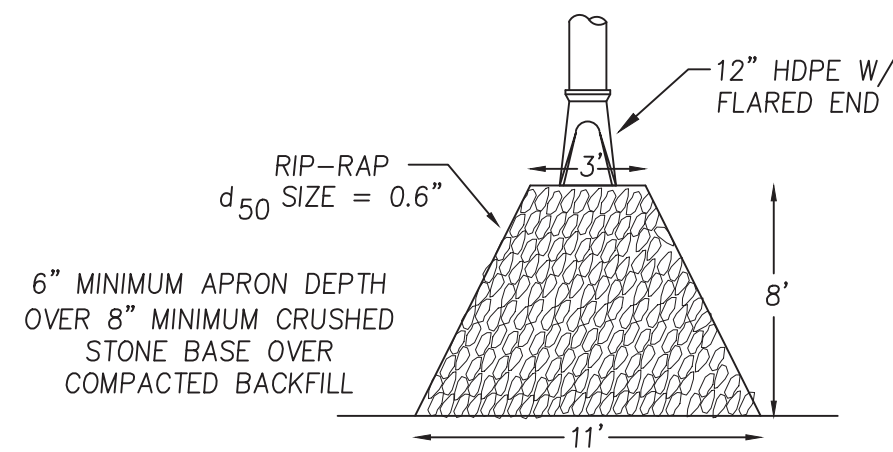
SHEET: C-24



- NOTES**
- STONE SHALL BE 1-2" STONE, RECLAIMED STONE, OR RECYCLED CONCRETE EQUIVALENT.
 - THE LENGTH OF THE STABILIZED ENTRANCE SHALL NOT BE LESS THAN 50'.
 - THE THICKNESS OF THE STONE FOR THE STABILIZED ENTRANCE SHALL NOT BE LESS THAN 6".
 - GEOTEXTILE FILTER CLOTH SHALL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING THE STONE.
 - ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARD THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A BERM WITH 5:1 SLOPES THAT CAN BE CROSSED BY VEHICLES MAY BE SUBSTITUTED FOR THE PIPE.
 - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP-DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED PROMPTLY.
 - WHEELS SHALL BE CLEANED TO REMOVE MUD PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.

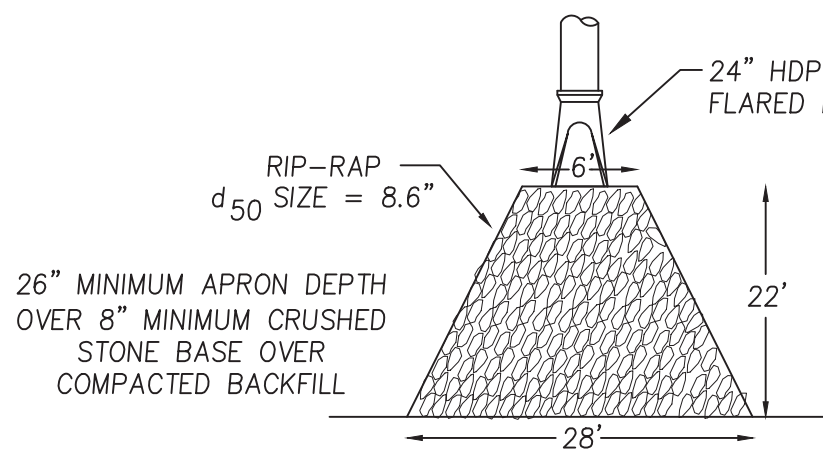
STABILIZED CONSTRUCTION ENTRANCE

N.T.S.



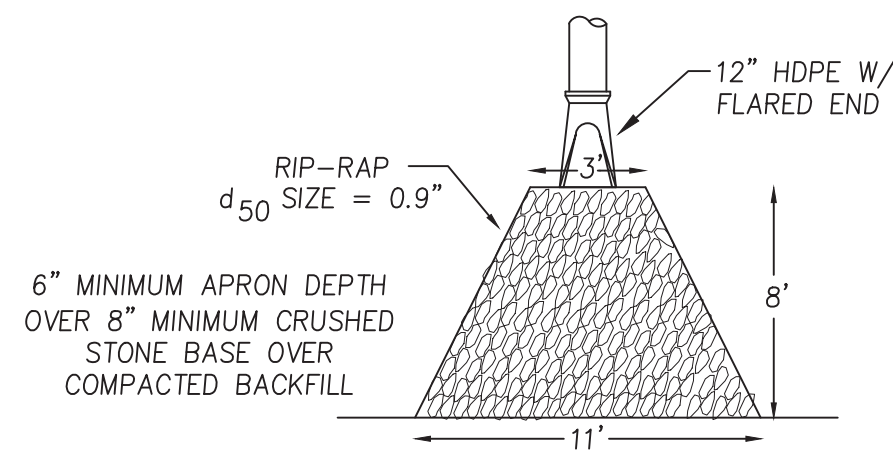
**OUTLET ENTERING
BASIN #1 FROM CDS1**

% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE (INCHES)	
	FROM	TO
100	0.9	1.2
85	0.8	1.1
50	0.6	0.9
15	0.2	0.3



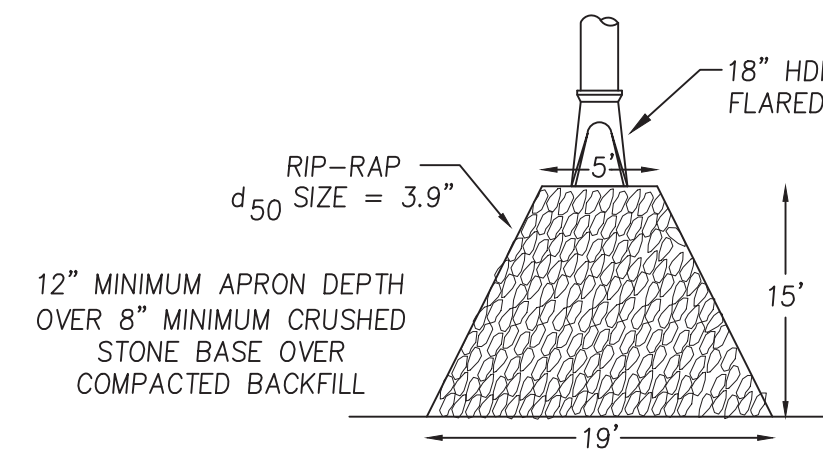
**OUTLET ENTERING
BASIN #2**

% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE (INCHES)	
	FROM	TO
100	13.0	17.3
85	11.2	15.5
50	8.6	13.0
15	2.6	4.3



**OUTLET ENTERING
BASIN #1 FROM CDS2**

% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE (INCHES)	
	FROM	TO
100	1.3	1.8
85	1.2	1.6
50	0.9	1.3
15	0.3	0.4



**OUTLET EXITING
BASIN #2**

% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE (INCHES)	
	FROM	TO
100	5.8	7.7
85	5.0	7.0
50	3.9	5.8
15	1.2	1.9

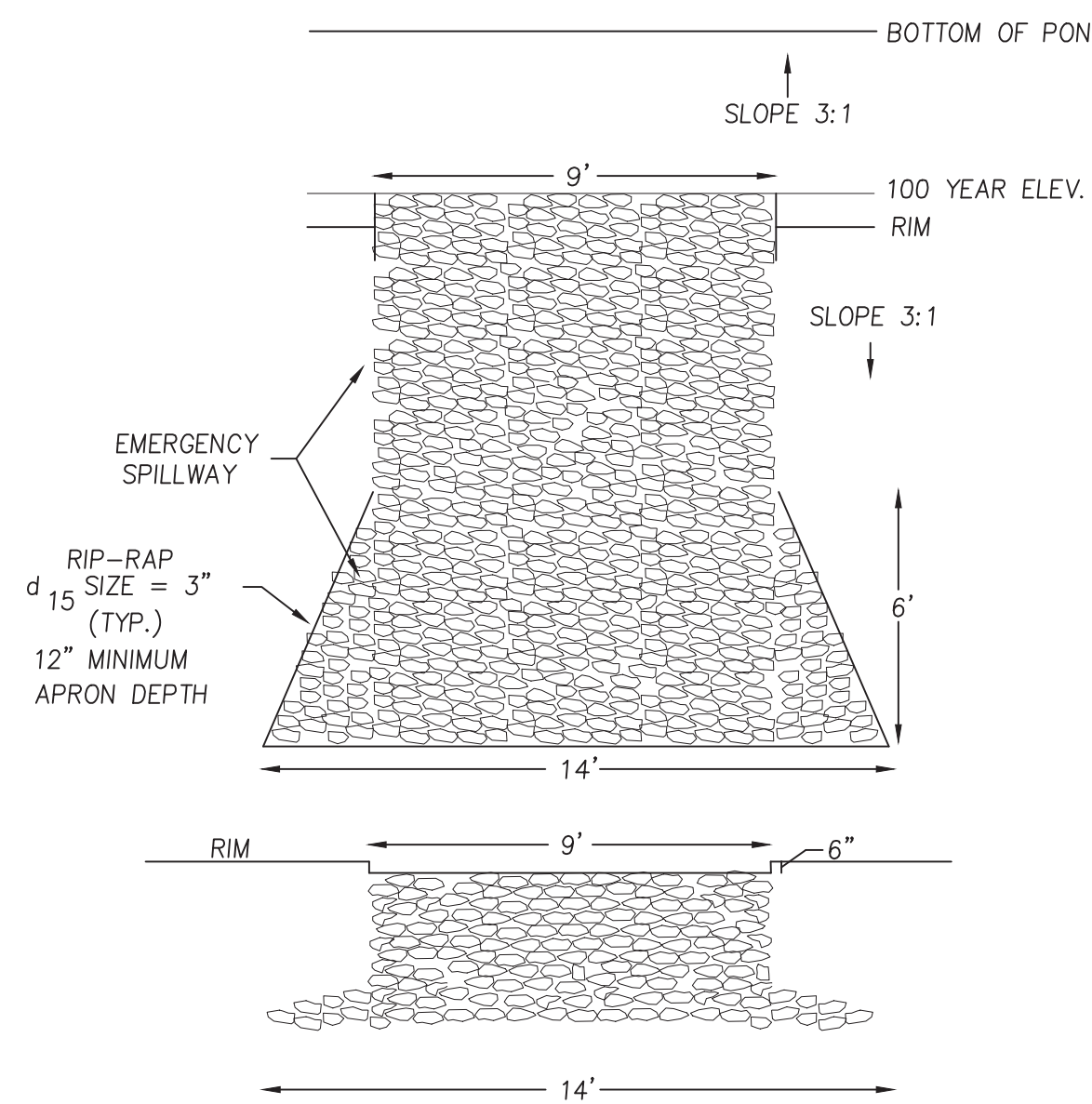
NOTE: GEOSYNTHETIC EROSION CONTROL MAT SHALL BE UNDER ALL RIP-RAP

TYPICAL RIP-RAP APRON DETAIL

N.T.S.

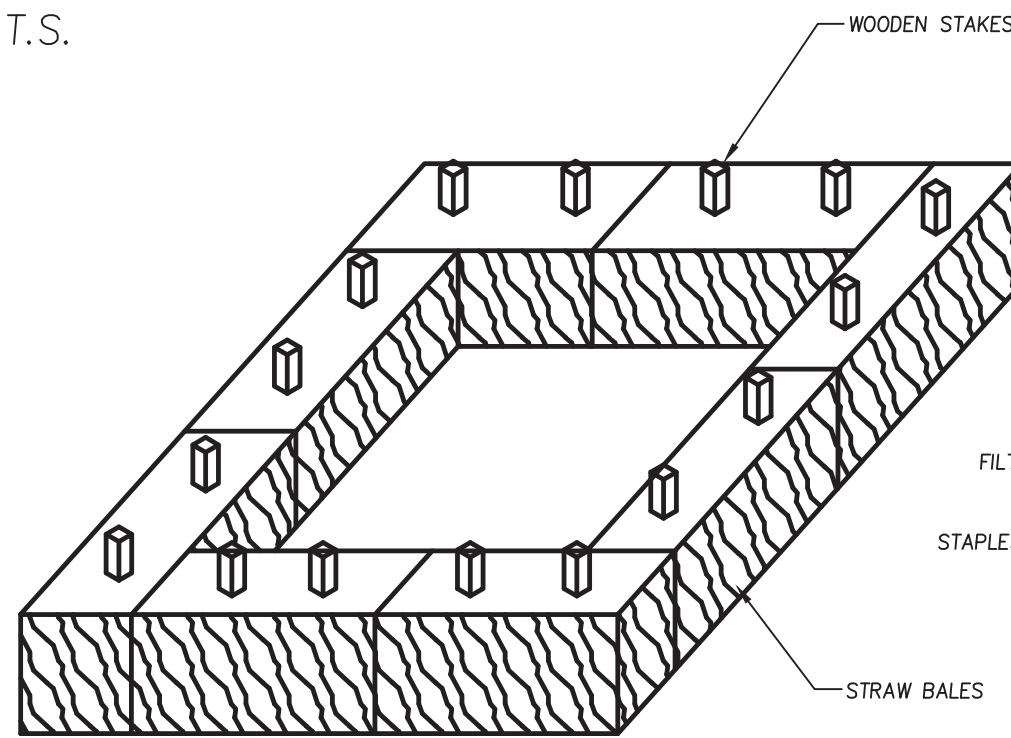
GENERAL EROSION CONTROL NOTES

- ALL EROSION CONTROL SHALL BE INSTALLED BEFORE THE START OF CONSTRUCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF THE PROJECT AND STABILIZATION OF ALL SOIL.
- ALL FILL SHALL BE FREE OF STUMPS AND LARGE STONES.
- ANY STANDING BODIES OF WATER CREATED DURING EXCAVATION SHALL BE ELIMINATED.
- EROSION CONTROL BARRIERS SHALL BE INSPECTED WEEKLY AND AFTER EVERY 0.5" OF RAINFALL AND PROMPTLY REPAIRED OR REPLACED AS NECESSARY.
- ACCUMULATED SEDIMENT DEPOSITS UPSTREAM OF BARRIERS SHALL BE PROPERLY DISPOSED OF ON A REGULAR BASIS.
- AREAS OUTSIDE THE LIMITS OF WORK (EROSION CONTROL/SILT FENCE LOCATIONS) DISTURBED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE EXPENSE OF THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION AND/OR SEDIMENT CONTROLS DURING CONSTRUCTION. HE/SHE SHALL INSPECT CONTROLS WEEKLY AND AFTER ALL STORM EVENTS, REPAIRS, IF REQUIRED, SHALL BE MADE IMMEDIATELY.
- TEMPORARY GROUND COVER SHALL BE ESTABLISHED IN AREAS OF CONSTRUCTION WHERE REQUIRED BY THE GROVELAND CONSERVATION COMMISSION.
- ANY DISTURBED AREAS OF THE SITE NOT USED FOR ROADWAY OR UTILITY CONSTRUCTION SHALL BE STABILIZED WITH LOAM AND SEED UNTIL FURTHER DISTURBANCE IS REQUIRED FOR BUILDING CONSTRUCTION.
- PROVIDE SILTSACK (OR APPROVED EQUAL) SEDIMENT FILTER AT ALL CATCH BASINS.
- A MINIMUM OF 4" OF LOAM SHALL BE INSTALLED ON ALL DISTURBED UNPAVED SURFACES.
- PERMANENT SEED MIX SHALL BE MA STATE SLOPE MIXTURE (50% CREEPING RED FESCUE, 30% KENTUCKY 31 TALL FESCUE, 10% ANNUAL RYEGRASS, 5% RED TOP, 5% LADINO CLOVER) AND MA STATE PLOT MIXTURE (50% CREEPING RED FESCUE, 25% 85/80 KENTUCKY BLUEGRASS, 10% ANNUAL RYEGRASS, 10% RED TOP, 5% LADINO CLOVER)
- ALL AREAS SHALL BE STABILIZED WITHIN 45 DAYS OF INITIAL DISTURBANCE.
- WHERE PLACEMENT OF FILL IS REQUIRED FOR STORM WATER CONTROL, FILL SHALL BE PLACED IN AN UNFROZEN STATE UPON UNFROZEN GROUND. UNDER NO CIRCUMSTANCES SHALL FILL BE PLACED FROM NOVEMBER THROUGH JANUARY.



TYPICAL SPILLWAY PLAN VIEW

N.T.S.

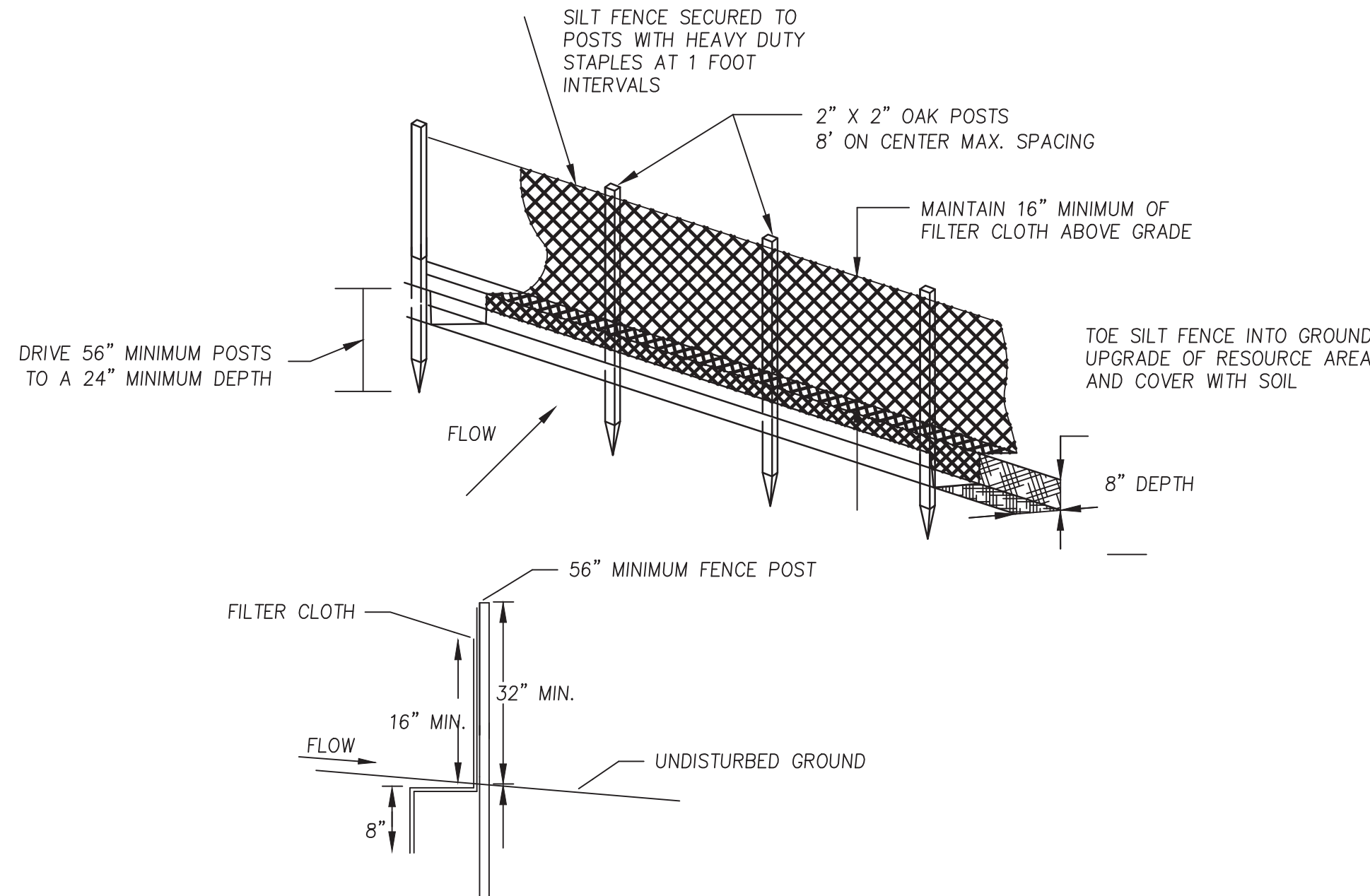


NOTES

- DURING THE ACTIVE DEWATERING PROCESS, THE STRUCTURE SHALL BE INSPECTED FREQUENTLY (E.G. ONCE PER HOUR).
- SEDIMENT BUILDUP SHOULD BE REMOVED PERIODICALLY TO ENSURE THAT THE STRUCTURE'S ABILITY TO EFFECTIVELY FILTER SEDIMENT IS MAINTAINED.
- ALL DEWATERING ACTIVITIES SHALL OCCUR OUTSIDE THE 100-FOOT WETLAND BUFFER ZONE.
- THIS IS A TYPICAL DETAIL FOR TREATMENT OF GROUNDWATER REMOVED FROM EXCAVATIONS. THE CONTRACTOR SHALL USE THIS DETAIL OR OTHER APPROVED MEANS TO REMOVE SEDIMENT DURING DEWATERING ACTIVITIES.

TYPICAL DEWATERING DETAIL

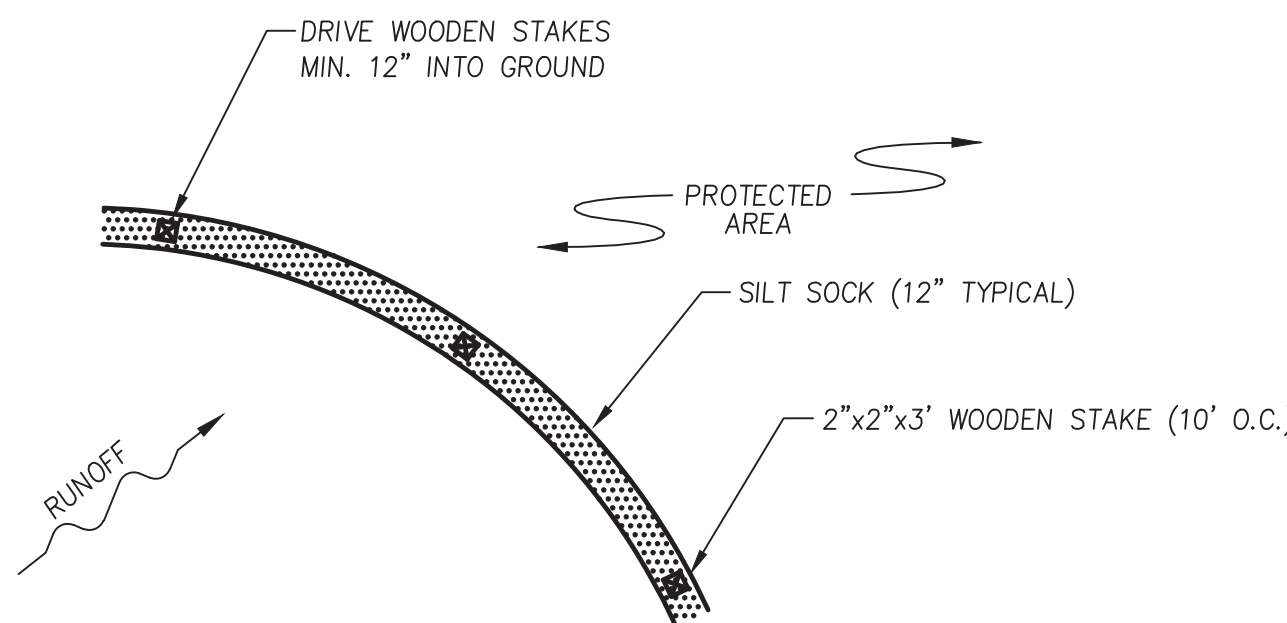
N.T.S.



- POSTS SHALL BE DOUBLED AND COUPLED AT FILTER CLOTH SEAMS.
- FILTER CLOTH TO BE FASTENED SECURELY TO SUPPORT NETTING WITH TIES SPACED EVERY 24" AT TOP, MID SECTION, AND BOTTOM.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED BY 6 INCHES, FOLDED AND STAPLED.
- MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

SILT FENCE INSTALLATION

N.T.S.



NOTES

- ALL MATERIAL SHALL MEET SPECIFICATIONS BY FILTREXX OR APPROVED EQUAL.
- SILT SOCK SHALL BE INSPECTED WITHIN 24 HOURS AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REPAIRS THAT ARE REQUIRED SHALL BE MADE IMMEDIATELY.
- THE CONTRACTOR SHALL REMOVE SEDIMENT AT THE BASE OF THE UPSLOPE SIDE OF THE SILT SOCK WHEN ACCUMULATION HAS REACHED 1/2 OF THE EFFECTIVE HEIGHT OF THE SILT SOCK.
- SILT SOCK SHALL BE MAINTAINED UNTIL DISTURBED AREA ABOVE THE DEVICE HAS BEEN PERMANENTLY STABILIZED AND CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.
- SEDIMENT DEPOSITS THAT ARE REMOVED OR LEFT IN PLACE AFTER THE SOCK HAS BEEN REMOVED SHALL BE GRADED TO CONFORM WITH THE EXISTING TOPOGRAPHY AND VEGETATED.

SILT SOCK/WATTLE INSTALLATION

N.T.S.



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834



MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

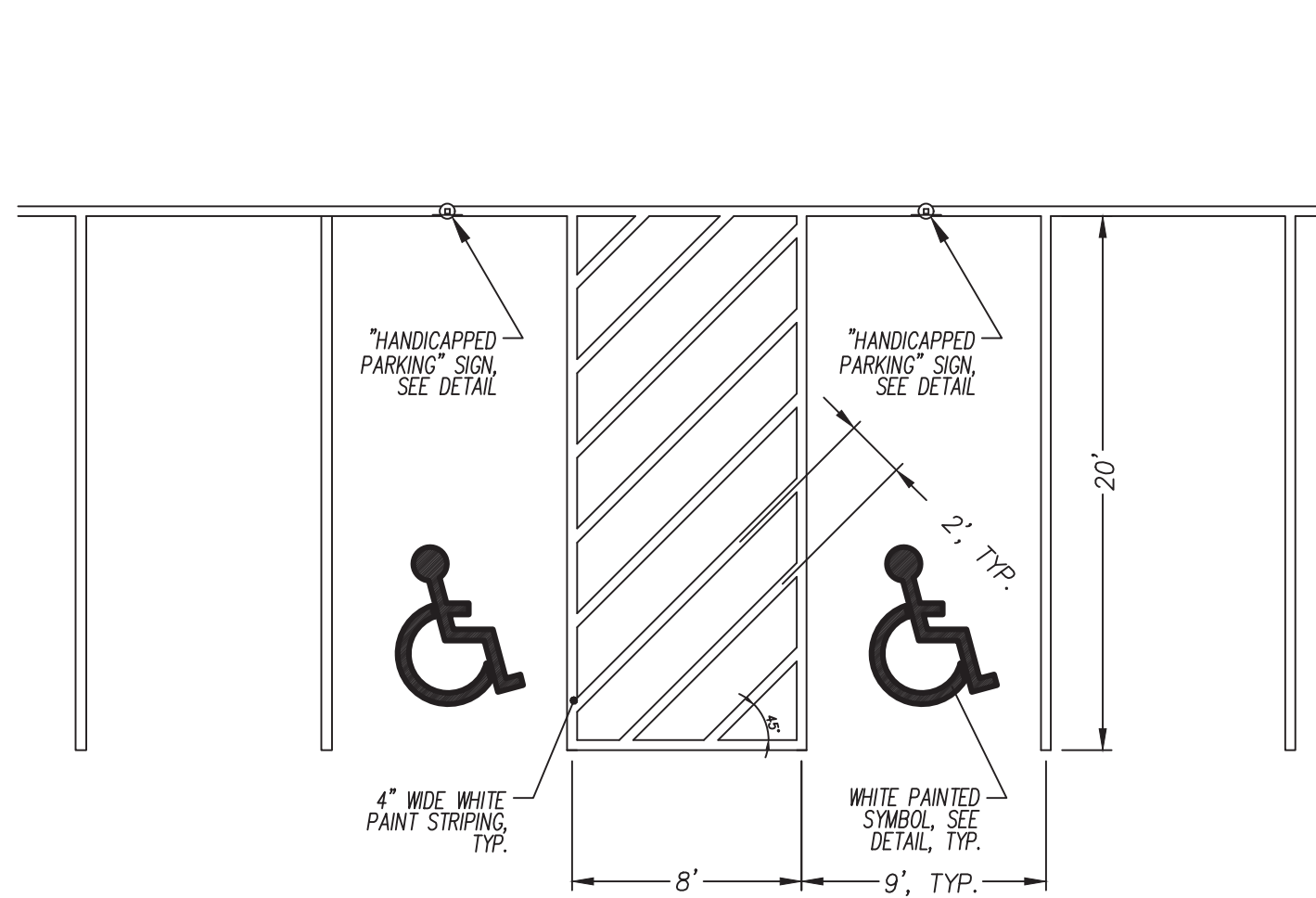
SCALE: AS NOTED
DATE: APRIL 12, 2024
DESIG. BY: S.R.C.
CHKD. BY: B.E.M.
PROJECT: M173200

SITE PLAN
IN
GROVELAND, MA

AT
SEWELL STREET

**CONSTRUCTION
DETAILS**

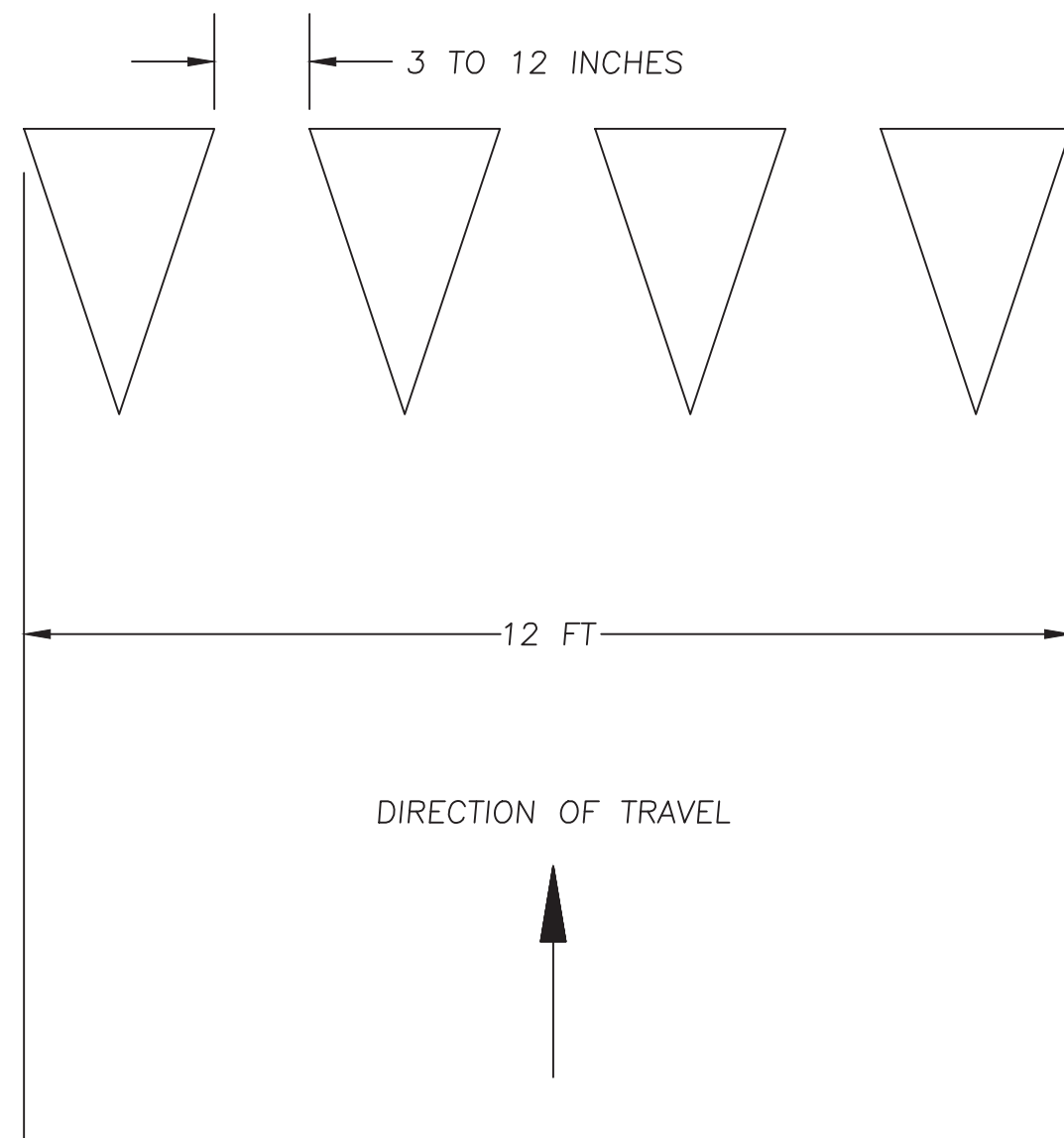
SHEET: C-25



HANDICAP PARKING DETAIL

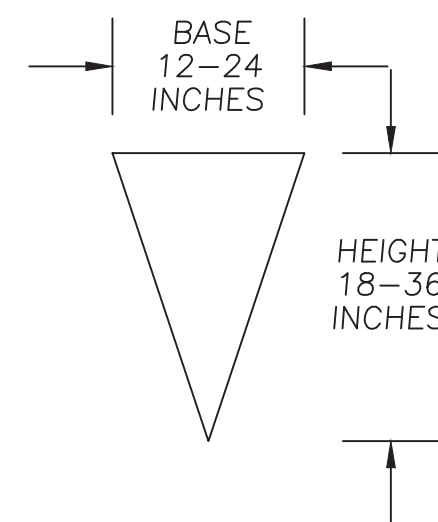
N.T.S.

NOTES:
PODIUM PARKING SPACES VARY IN SIZE
(8.0'-9.0' IN WIDTH, 19.5' IN LENGTH)



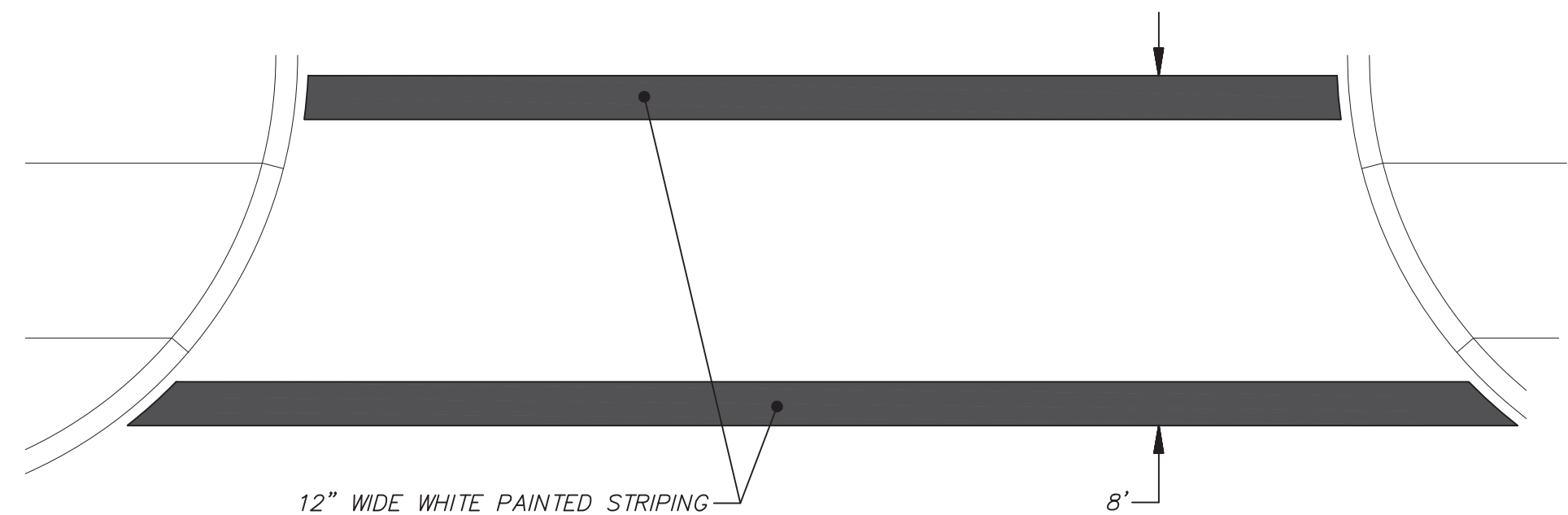
RECOMMENDED YIELD LINE LAYOUTS

N.T.S.



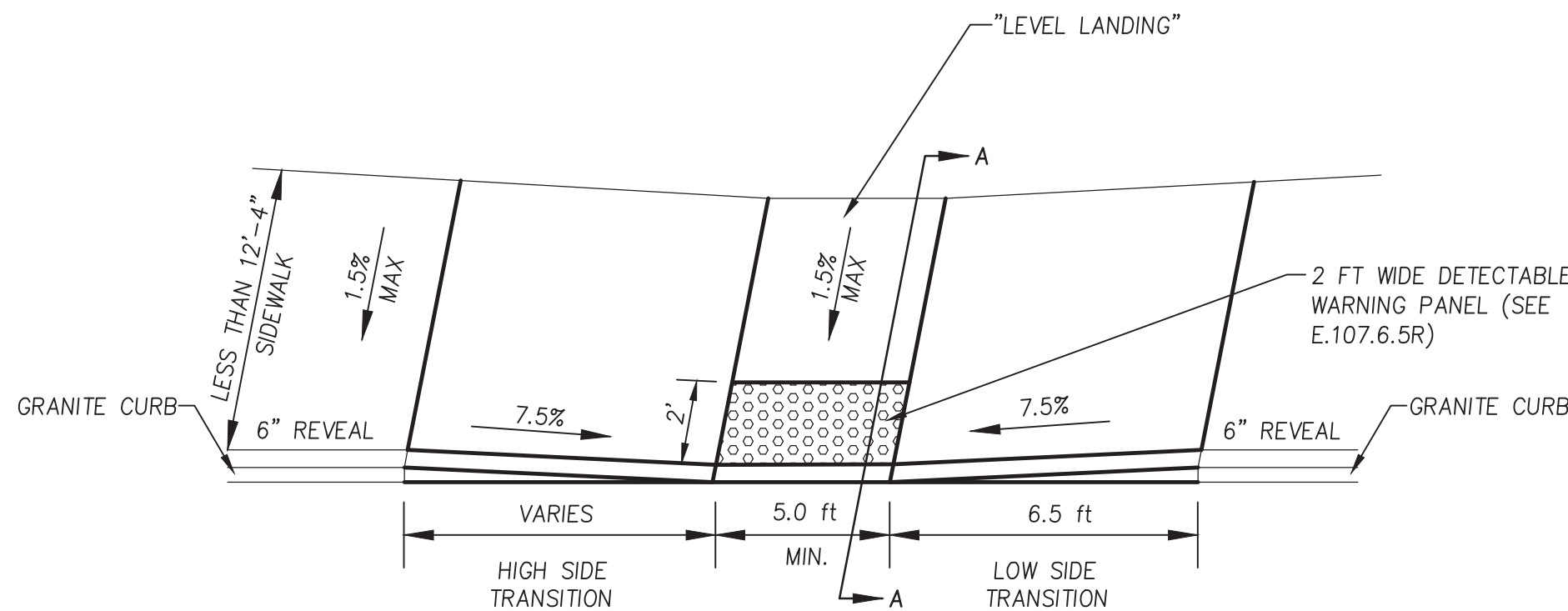
NOTES:
TRIANGLE HEIGHT IS EQUAL TO
1.5 TIMES THE BASE DIMENSION.

YIELD LINES MAY BE SMALLER THAN
SUGGESTED WHEN INSTALLED ON MUCH
NARROWER, SLOW-SPEED FACILITIES SUCH AS
SHARED-USE PATHS.

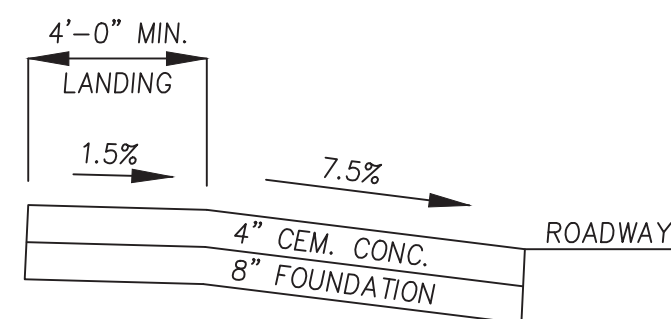


PAINTED CROSSWALK DETAIL

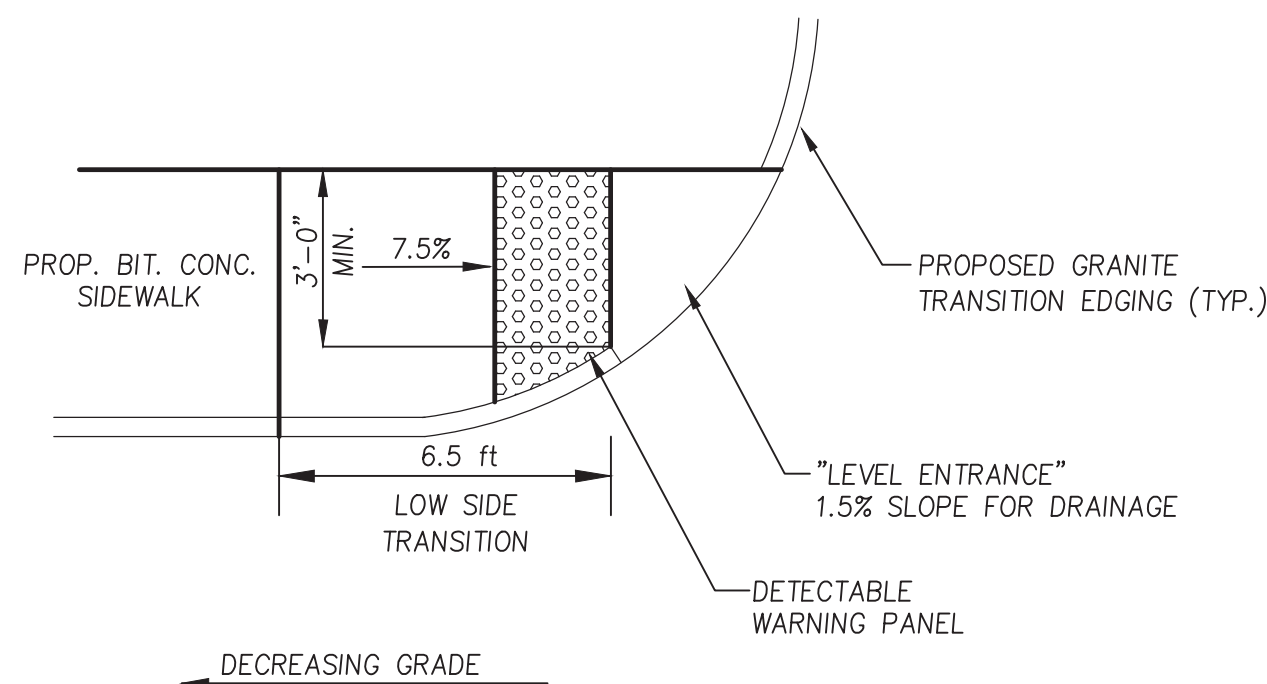
N.T.S.



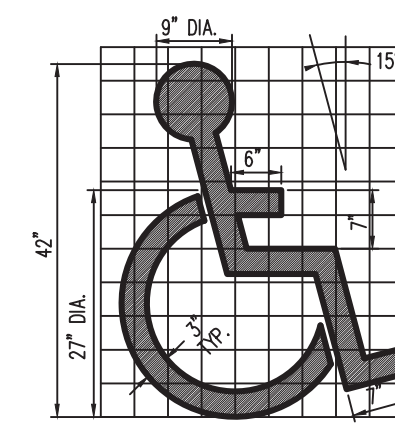
PLAN VIEW



SECTION A-A



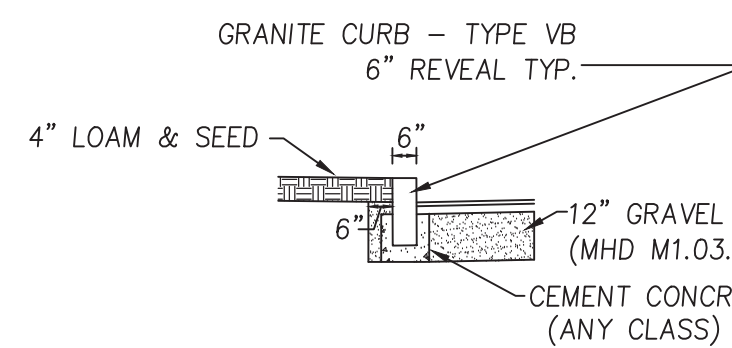
ROADWAY PROFILE GRADE		HIGH SIDE TRANSITION LENGTH
%	G	
0	0.00	6'-6"
1	0.01	7'-8"
2	0.02	9'-0"
3	0.03	11'-0"
4	0.04	14'-0"
>4	>0.04	15'-0" MAX



NOTE: SYMBOL SHALL BE WHITE
GRID FOR LAYOUT ONLY
ONE SQUARE EQUALS 4'x4'

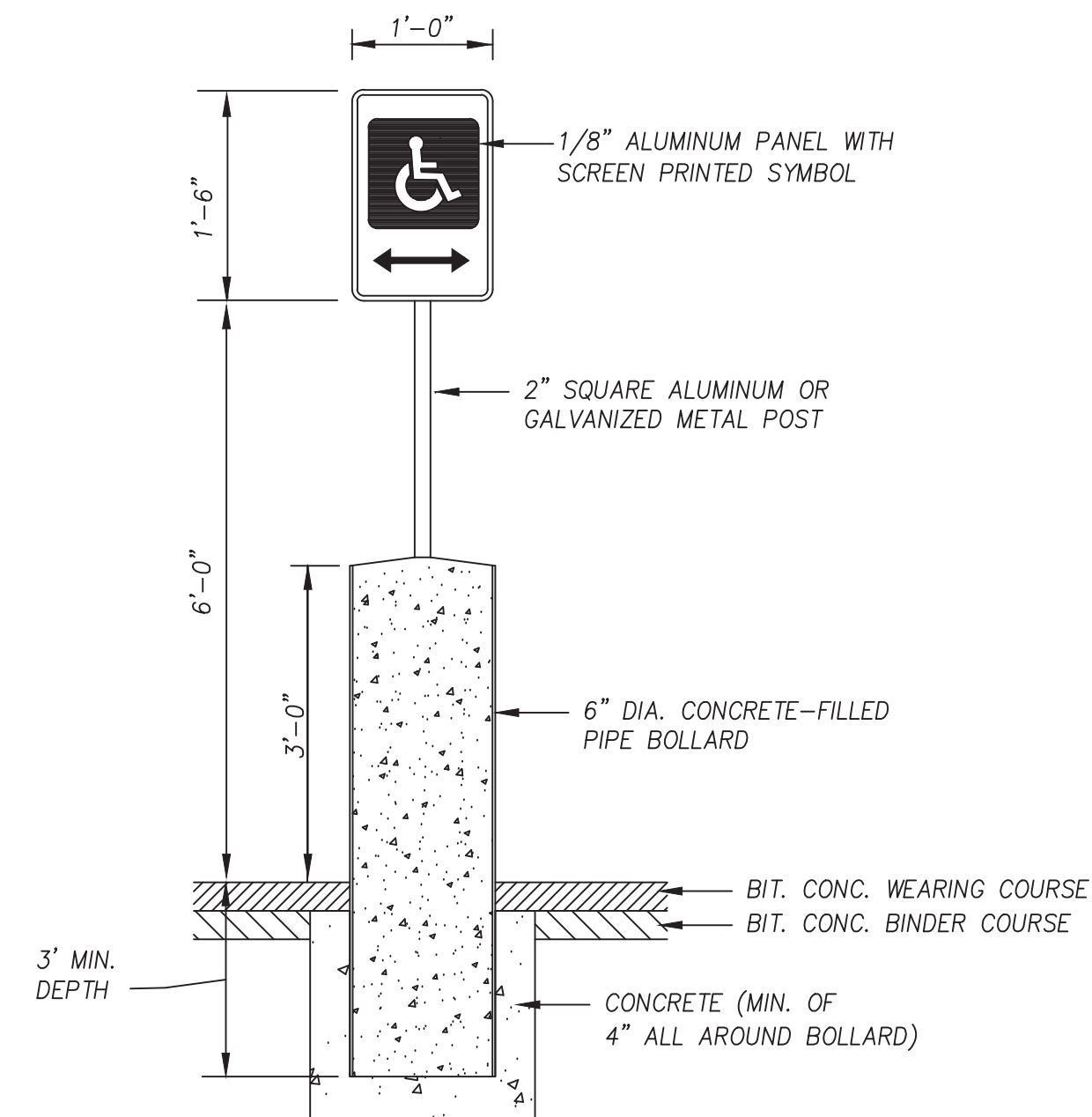
PAINTED HANDICAP PARKING SYMBOL

N.T.S.



TYPICAL GRAN. CURB INSTALLATION (TYPE VB)

N.T.S.



HANDICAP PARKING SIGN DETAIL

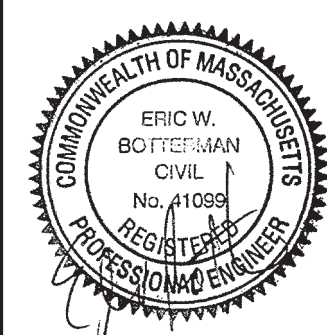
N.T.S.

NOTES:

- 1.) RAMP CROSS SECTION TO BE SAME AS SIDEWALK; I.E. DEPTH OF SURFACE AND FOUNDATION.
- 2.) BASE OF RAMP SHALL MEET PAVEMENT GUTTER SUCH THAT THERE IS NO DIFFERENCE IN ELEVATION. RAMP SHALL BE CONSTRUCTED SUCH THAT WATER DOES NOT "PUDDLE" AT THE BASE OF THE RAMP.
- 3.) THE PAVEMENT AT THE BASE OF THE RAMP SHALL BE PART OF THE CONTINUOUS TOP COURSE. THE USE OF A "PAVEMENT PATCH" TO COMPLY WITH THE CONDITIONS IN NOTE 2, ABOVE IS PROHIBITED.
- 4.) RAMPS SHALL CONFORM TO MASS DOT WHEELCHAIR RAMP STANDARDS - LATEST REVISIONS.

CEMENT CONCRETE WHEELCHAIR RAMP DETAIL

N.T.S.

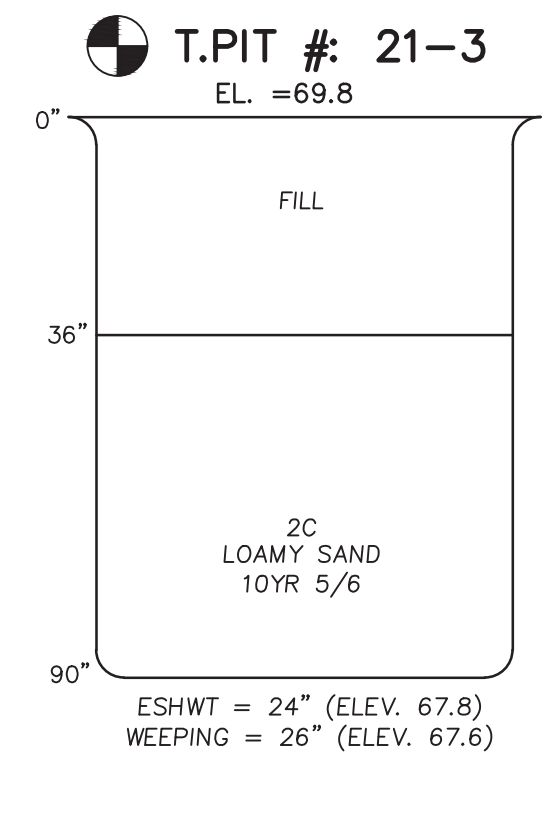
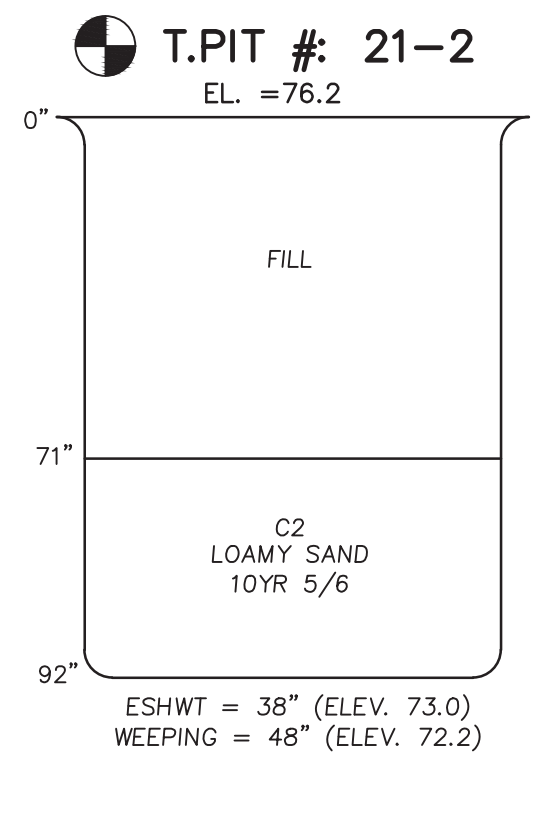
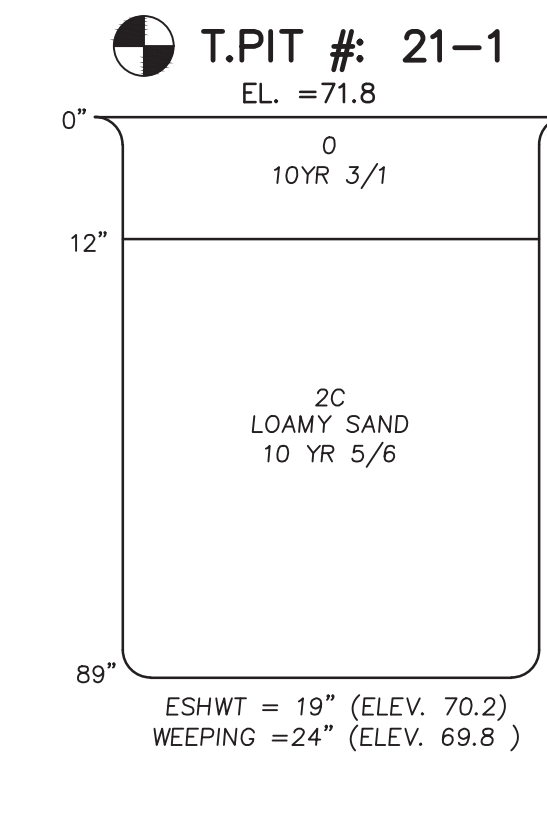
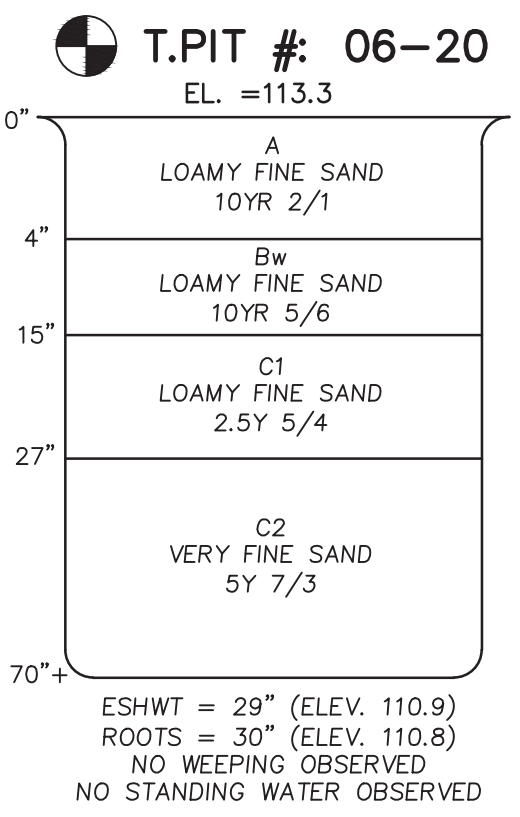
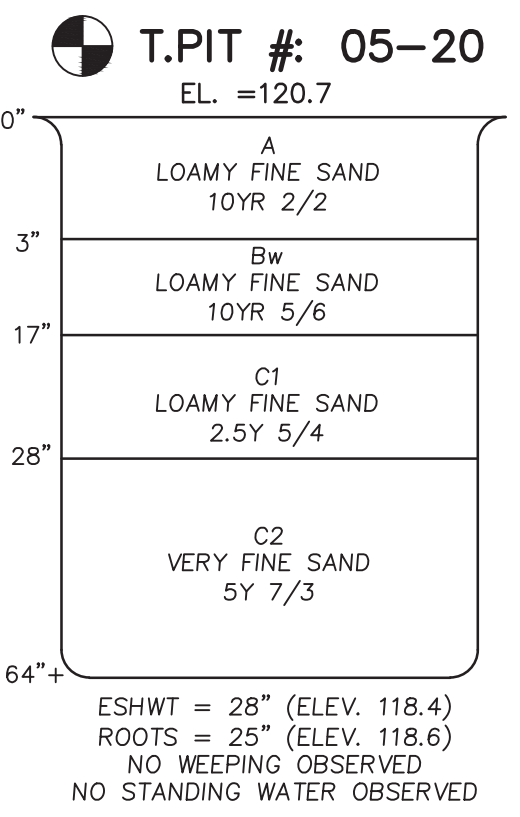
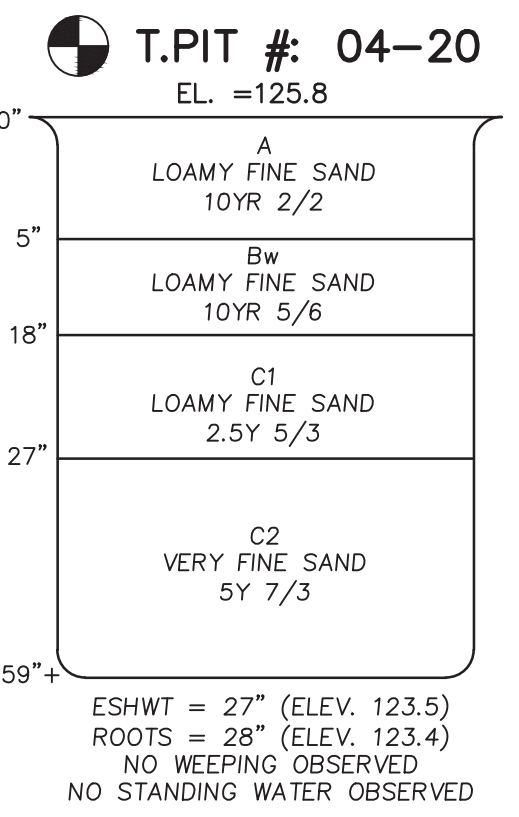
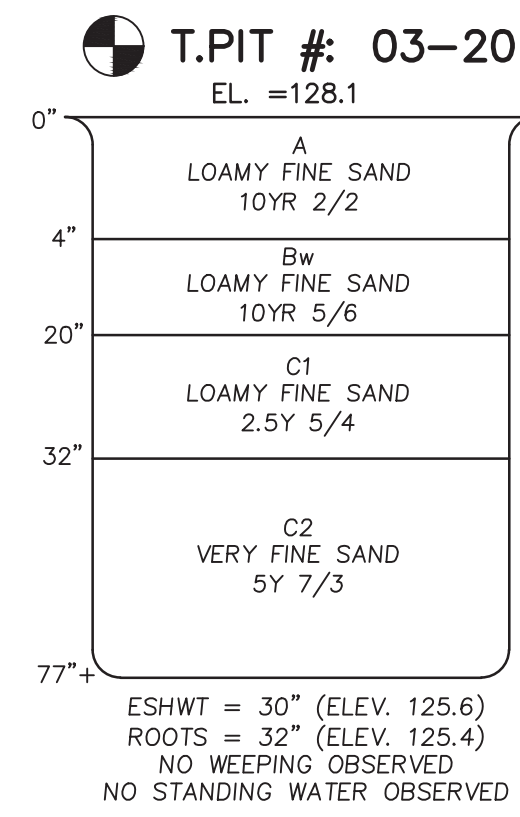
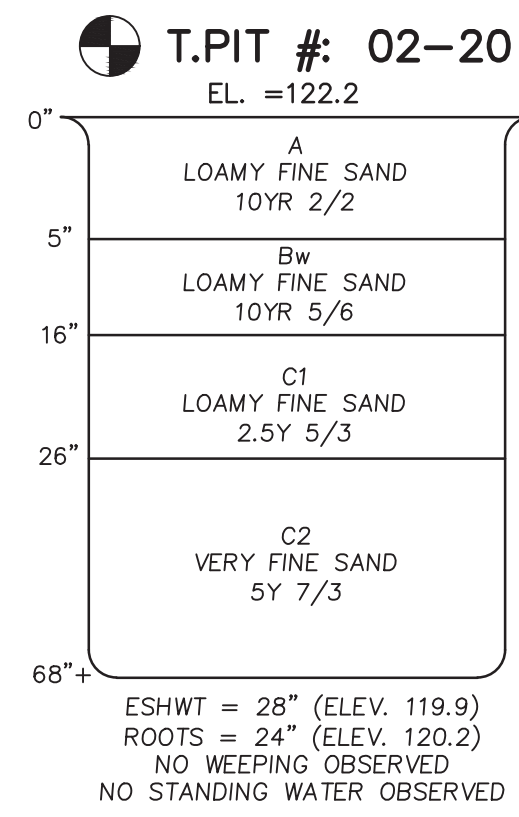
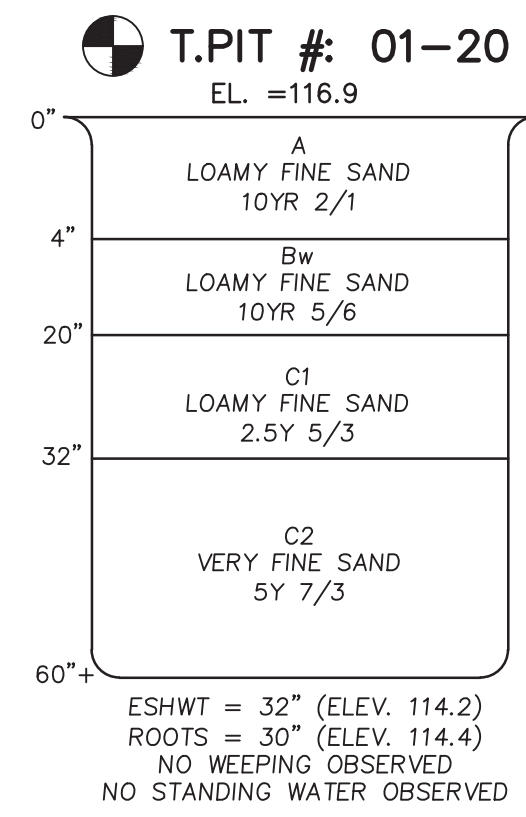
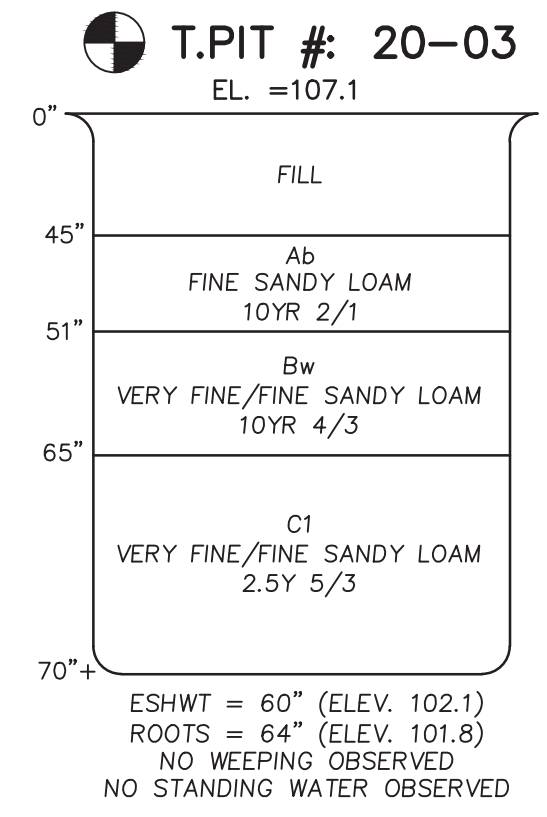
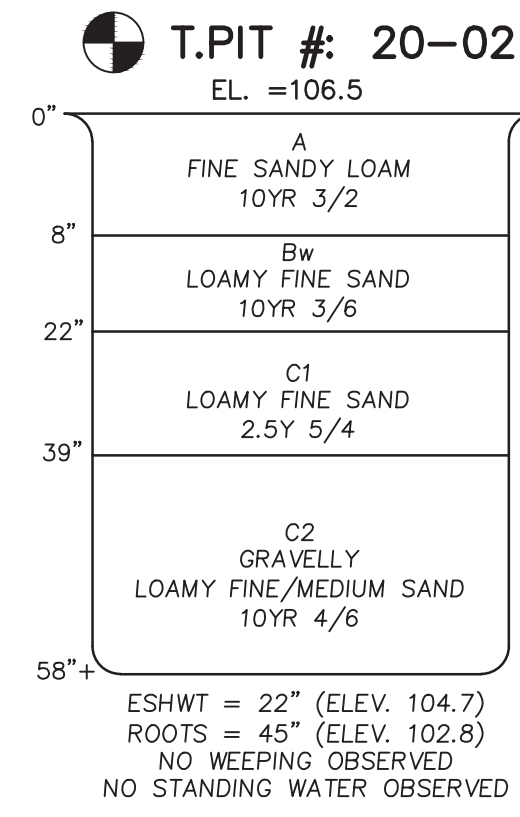
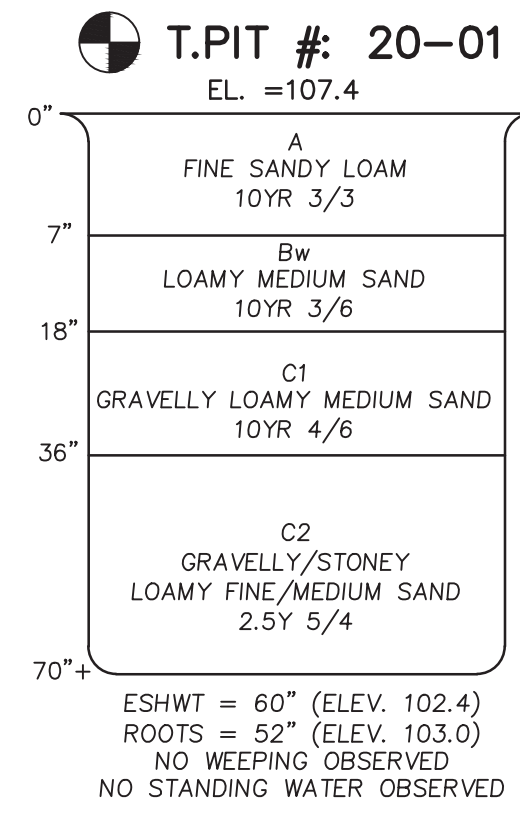
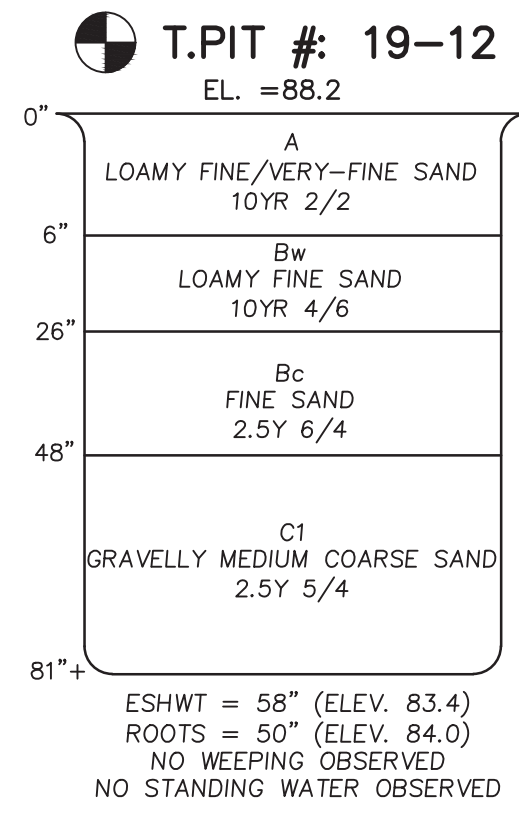
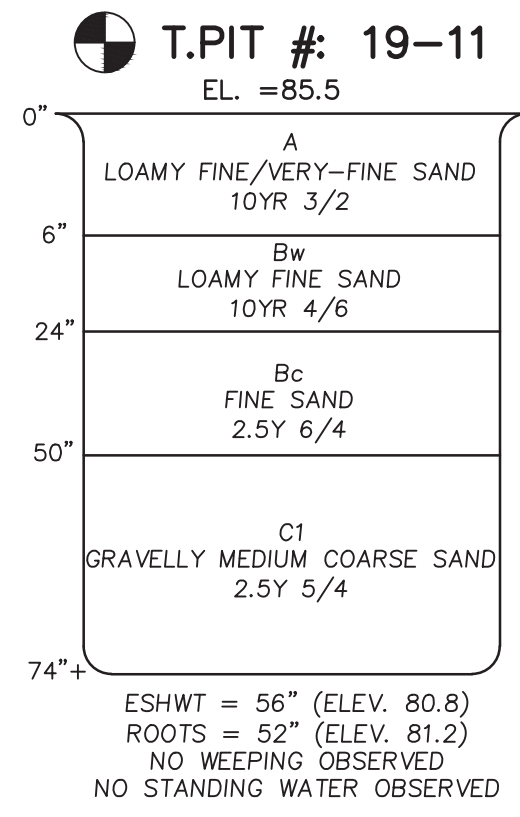
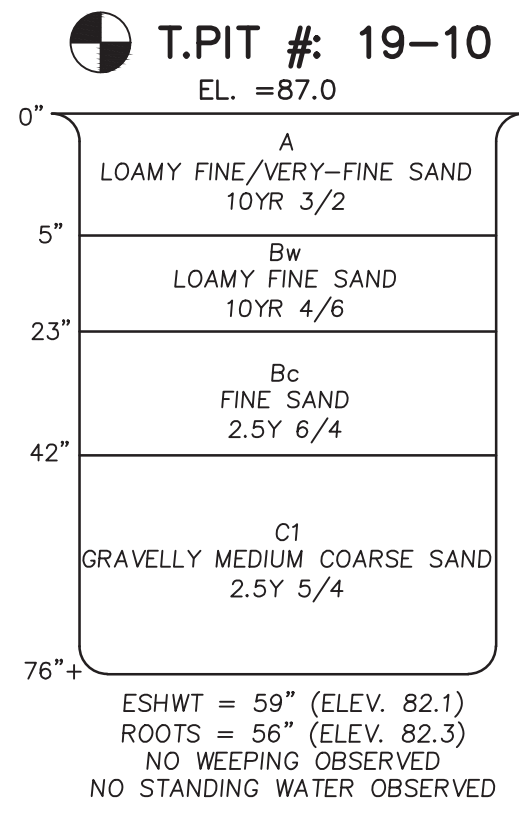
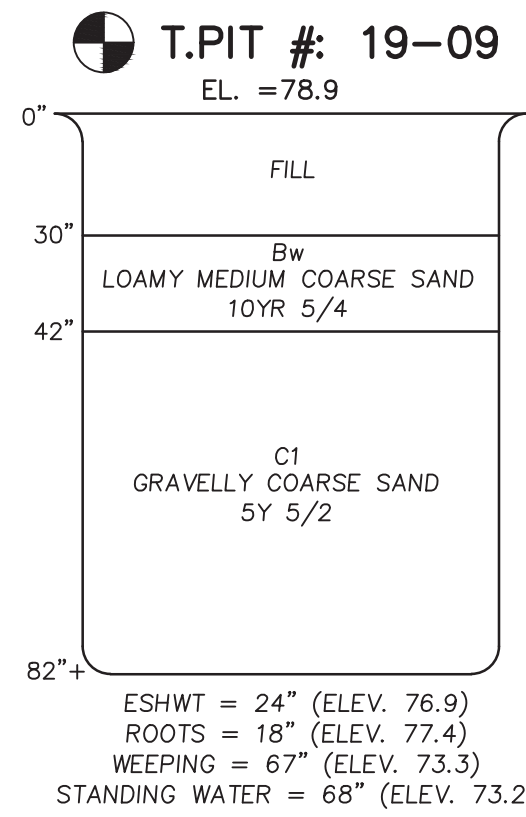
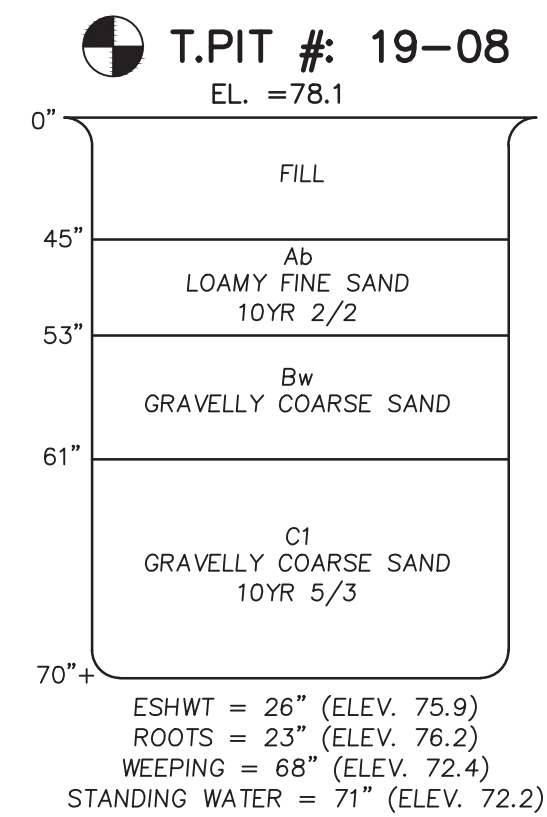
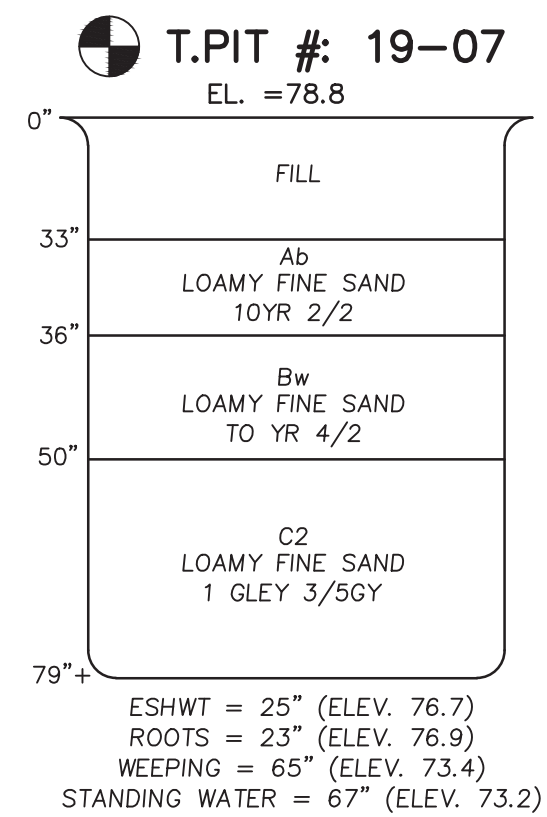
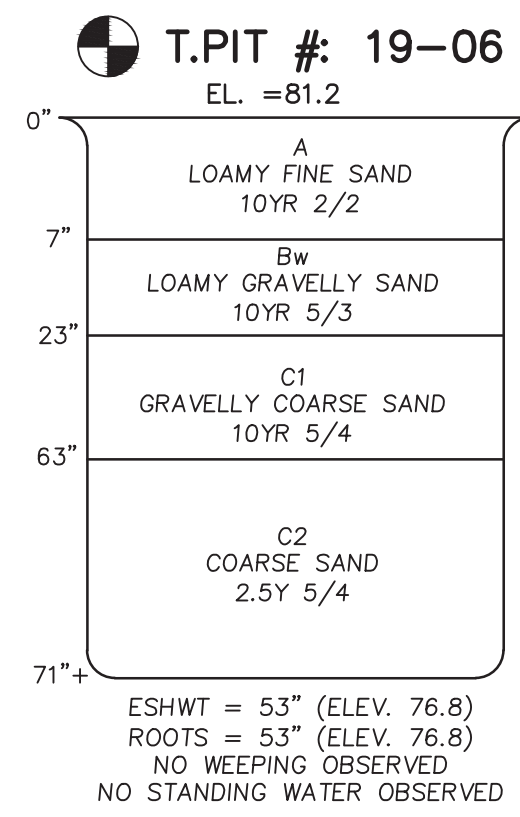
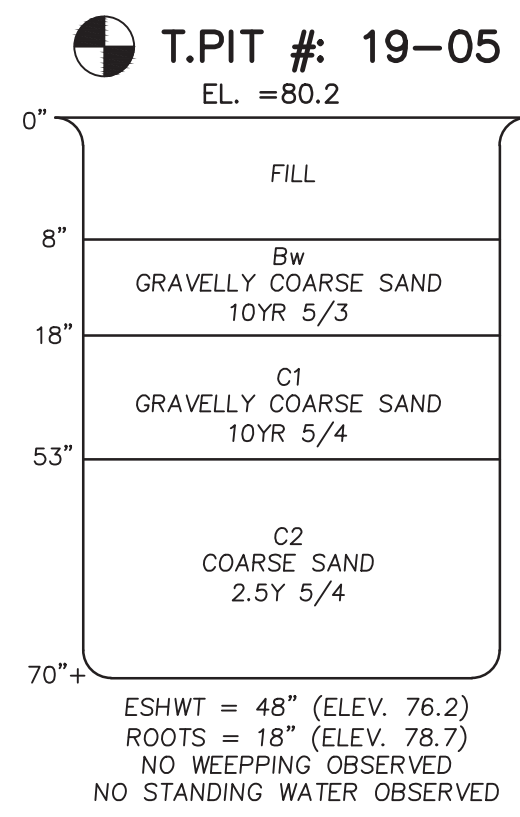
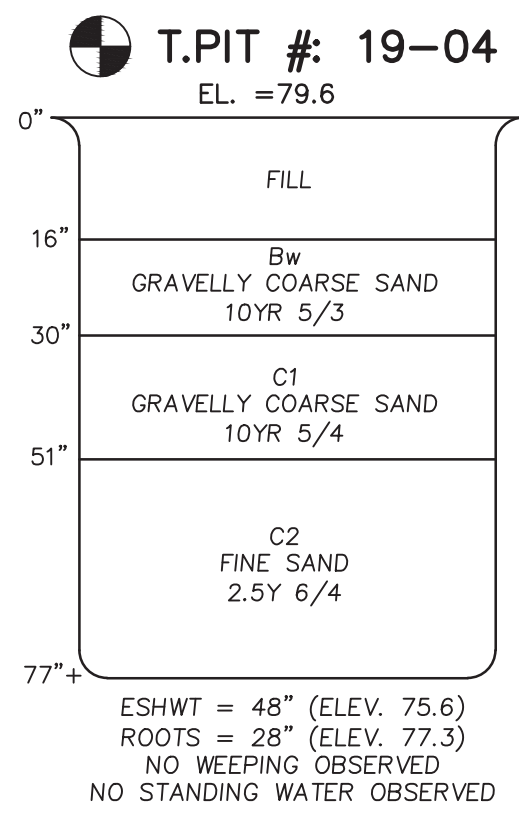
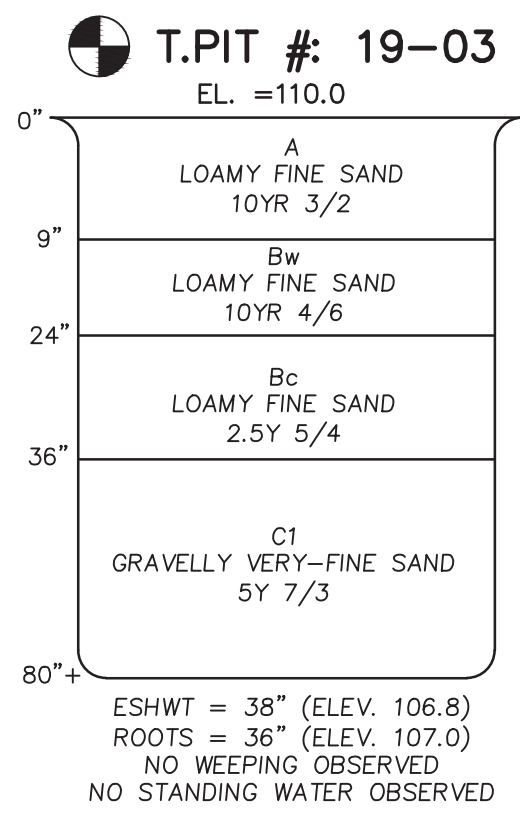
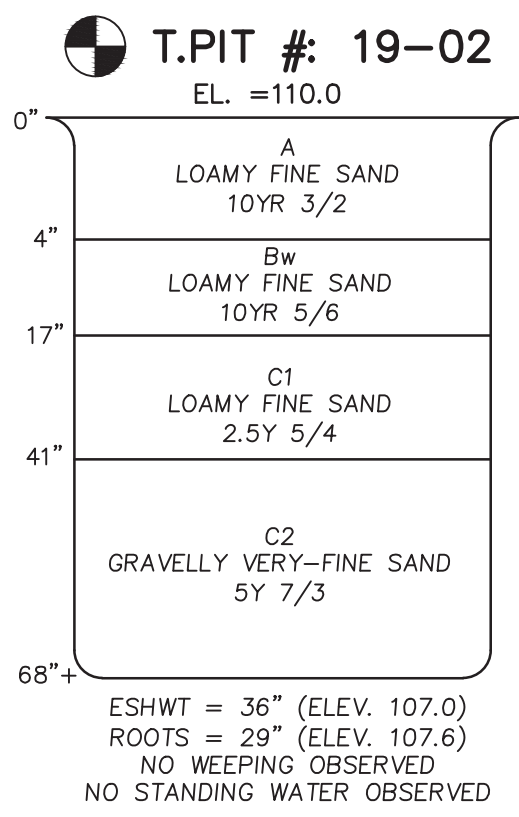
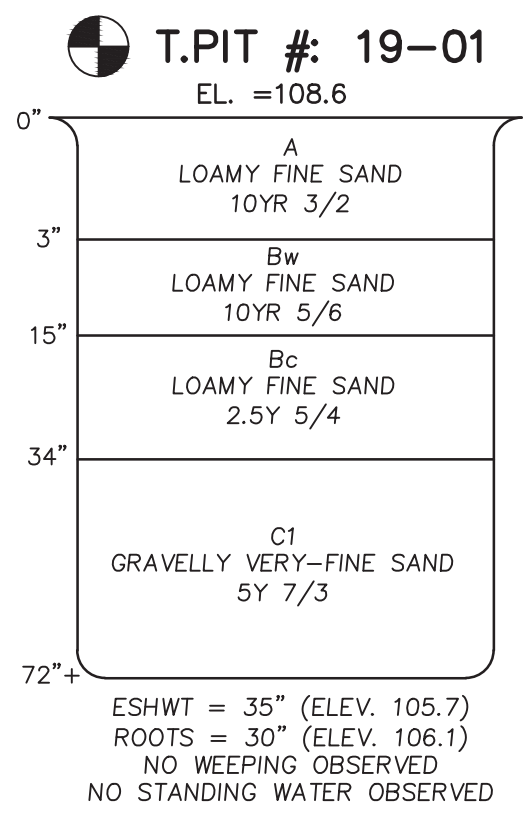


PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834

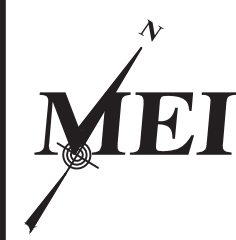
NO.	DATE	DESCRIPTION	BY

MILLENNIUM ENGINEERING, INC. ENGINEERING AND LAND SURVEYING 62 ELM ST. SALISBURY, MA 01952 (978) 463-8980 13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528		
SCALE: AS NOTED	DES. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

<div>PLAN OF LAND</div> <div>IN</div> <div>GROVELAND, MA</div>		<div>CONSTRUCTION</div> <div>DETAILS</div>
<div>SHOWING</div> <div>PROPOSED SITE IMPROVEMENTS</div> <div>AT</div> <div>SEWELL STREET</div>		
		<div>SHEET: C-26</div>



PREPARED FOR
GROVELAND REALTY TRUST, LLC
7 HEMLOCK LANE
GROVELAND, MA 01834



MILLENNIUM ENGINEERING, INC.
ENGINEERING AND LAND SURVEYING
62 ELM ST. SALISBURY, MA 01952 (978) 463-8980
13 HAMPTON RD. EXETER, NH 03833 (603) 778-0528

SCALE: AS NOTED	DESIG. BY: S.R.C.	PROJECT: M173200
DATE: APRIL 12, 2024	CHKD. BY: B.E.M.	

SITE PLAN
IN
GROVELAND, MA

AT
SEWELL STREET

SOIL LOGS

SHEET: C-27

May 10, 2024

MAX-2019050.00

Mr. Joel Kahn
Equity Alliance LLC
7 Rolling Woods Drive
Bedford, New Hampshire 03110

SUBJECT: The Quarry at Groveland
Site Driveway Relocation
Groveland, Massachusetts

Dear Mr. Kahn:

Greenman-Pedersen, Inc. (GPI) has prepared this letter to provide input on the newly proposed driveway location for The Quarry at Groveland residential development in Groveland, Massachusetts. As originally approved, the project would use Sewall Street for access and egress to and from the development. Although the minimum sight distance requirements at this location were met, an alternative driveway location was investigated. As currently proposed, the site driveway to The Quarry at Groveland residential development will be located on Salem Street approximately 95 feet east of Sewall Street on a portion of the residential property at 865 Salem Street. The existing residential home driveway will be relocated to the east of the home.

In addition to the driveway relocation, the proposed wheelchair ramps and crosswalk being installed across Salem Street as part of the project will also have to be relocated. The crosswalk will now be located to the east of the proposed site driveway.

GPI has investigated the sight lines at the new site driveway and crosswalk location and prepared a Driveway Sight Distance Plan and Crosswalk Sight Distance Plan that are attached to this letter. The minimum sight line requirements are also met at this new location. In fact, looking left from the driveway in the new location is improved since there will no longer be a sight line obstruction with any vehicles that are parked in the right-of-way on the adjacent property next to Sewall Street.

Although the new proposed driveway location will no longer be aligned with the A.W. Chesterton Company driveway, there is a clear line of sight between two motorists leaving each driveway. In addition, a truck and a passenger car can pull out onto Salem Street and not collide. A turning movement sketch illustrating these two movements is also attached to this letter.

In summary, the new site driveway location on the 865 Salem Street property is an improvement over access and egress at Sewall Street. Should you have any questions, or require additional information, please contact me directly at (978) 570-2968.

Sincerely,

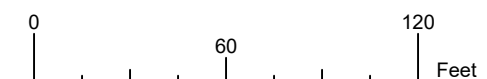
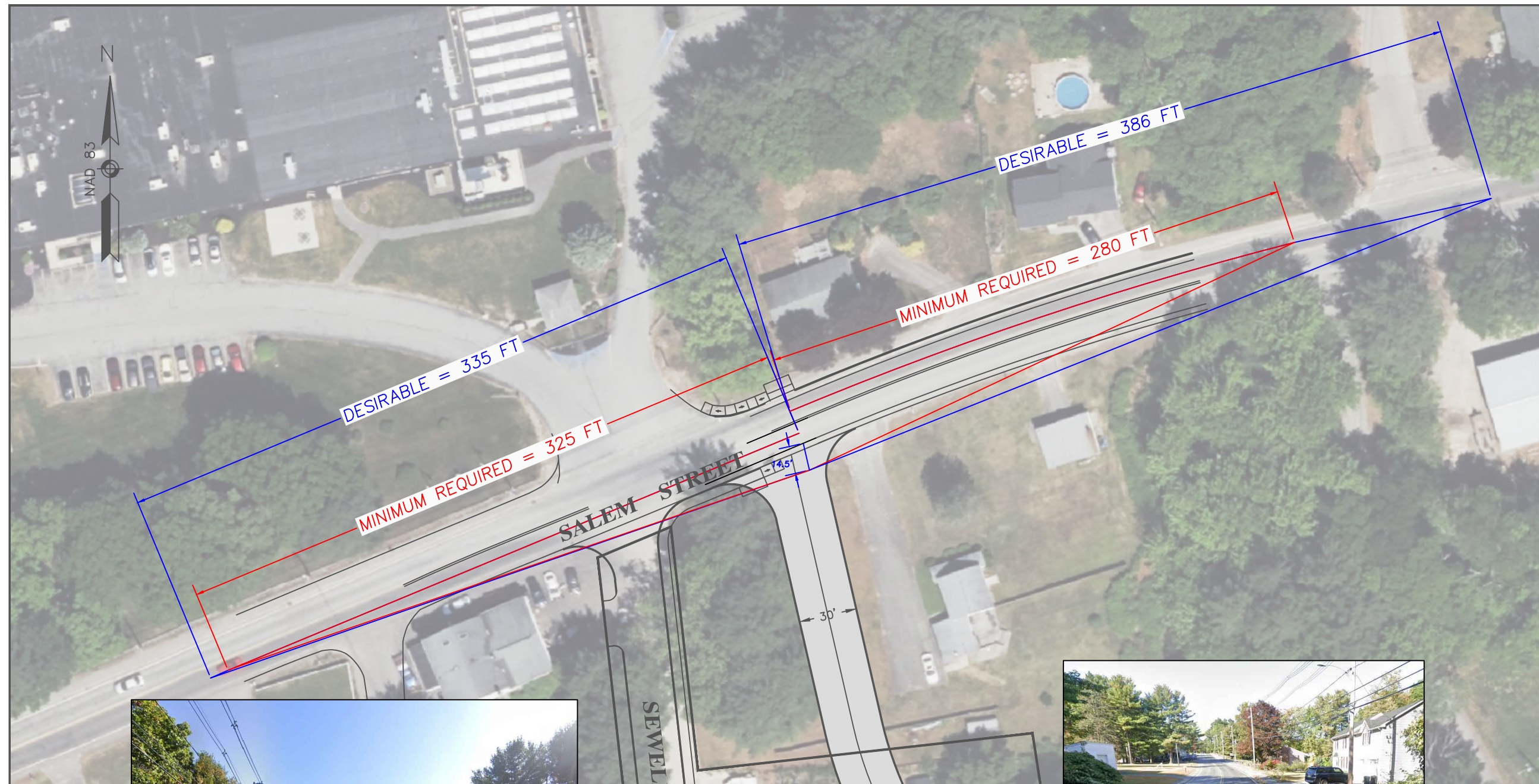
GREENMAN-PEDERSEN, INC.

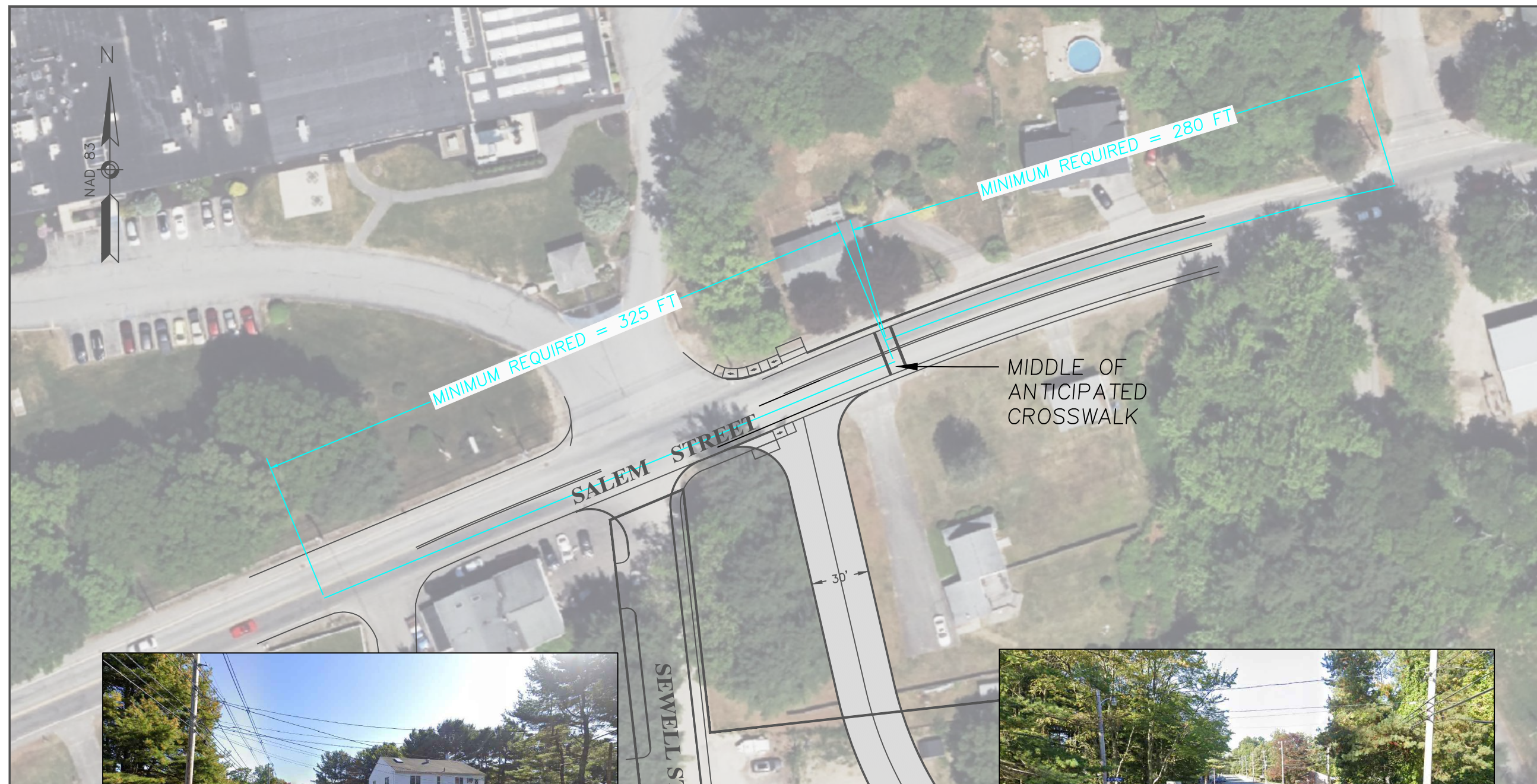


Heather L. Monticup, P.E.
Vice President / Director of Land Development
44 Stiles Road, Suite One, Salem, New Hampshire 03079

enclosure(s)

cc: Bill Daley (via email)

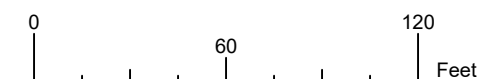
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STREETVIEW FROM MINIMUM SSD
848 SALEM ST EASTBOUND

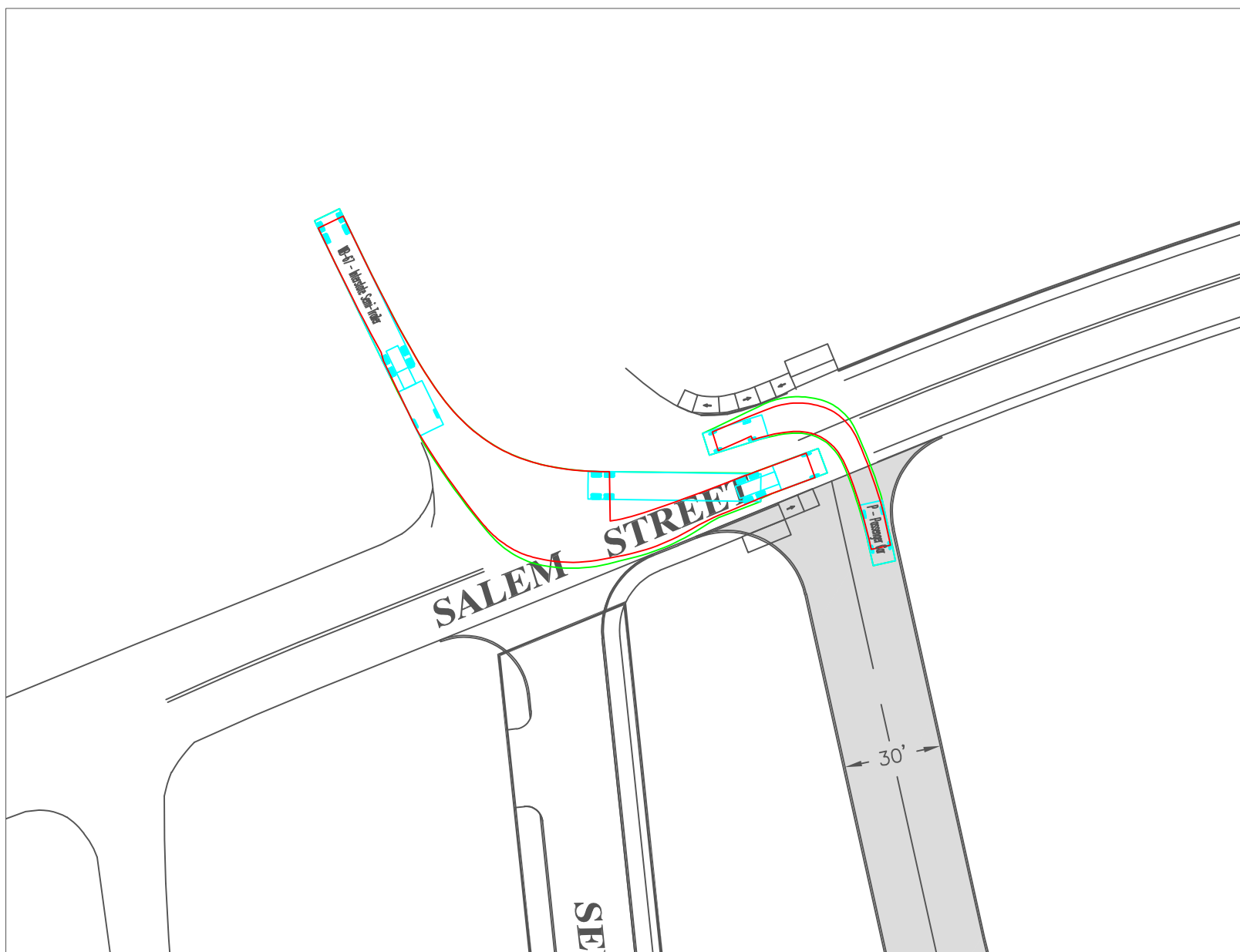


STREETVIEW FROM MINIMUM SSD
871 SALEM ST WESTBOUND



REVISIONS		
NO.	REVISION	DATE

DRAWN/DESIGN BY CJD		CHECKED BY HLM
------------------------	--	-------------------



Annie Schindler
Town Planner
Town of Groveland
183 Main Street
Groveland, MA 01834

June 26, 2024

Ref. T0845.07

Re: Stormwater Design Peer Review Letter #3
The Quarry at Groveland

Dear Ms. Schindler:

On behalf of the Town of Groveland, TEC, Inc. (TEC) reviewed documents as part of the Stormwater Design peer review for the proposed Quarry at Groveland, a 40B residential development to be located on Sewell Street in Groveland, MA. Greenman-Pedersen, Inc. (GPI) and Millennium Engineering, submitted the following documents on behalf of Groveland Realty Trust LLC (the "Applicant"), which TEC reviewed for conformance with the Town of Groveland Zoning Bylaws and generally accepted industry standards:

- *Construction Plan Set for Residential Complex "The Quarry at Groveland"*, prepared by Millenium Engineering, Inc.; dated April 12, 2024.
- Stormwater Management Report for *The Site Plan at Sewell Street Groveland, MA*; prepared by Millennium Engineering, Inc.; dated May 12, 2021, revised June 11, 2024.
- Traffic Letter, *The Quarry at Groveland Site Driveway Relocation*; prepared by GPI; dated May 10, 2024.
- Summary of changes letter for 4 Sewell Street 40B Project; prepared by Groveland Realty Trust, LLC; dated May 15, 2024.

Upon review of the documents and plans, TEC has compiled the following comments for the Board's consideration.

Site Plan/Layout

1. The Site Plans have been revised to show a new driveway relocation for the site entrance. Originally, Sewall Street was used to access the development. Site access will now be located within a section of the existing parcel at 865 Salem Street, east of Sewall Street. The Applicant should update the site plans to show updated easement(s)/subdivision delineations.
2. The following is a summary of changes to the Site Plans due to the relocation of the site entrance.
 - a. Sidewalk improvements along Salem Street, including a proposed bus stop area and wheelchair ramps, have been extended east.

- b. The previously approved bus stop area along the northern side of Salem Street has been removed and replaced in new location.
 - c. The previously approved Infiltration Basin #1 and Underground Detention System have been removed from the site plans and replaced with a proposed detention basin.
 - d. A Detention Basin is now proposed east of Sewall Street and west of the proposed site entrance. Associated drainage structures have been relocated and adjusted.
3. Landscaped areas to the east of the residential buildings have been altered to include separate surface lot and garage entrances along Road "A". Retaining walls within the above-mentioned landscape have been altered.
4. The limit of clearing/grubbing, erosion control, paving, drainage, and proposed grading along Nelson Street have been altered. The emergency access way along Nelson Street has been removed from the plans. As stated by Groveland Town Staff; the Groveland Fire Chief had electronic correspondence with the Groveland Town Planner on June 24, 2024, stating he feels that the new driveway design appears large enough to handle the traffic volumes that could incur during an emergency.

Traffic Engineering Review

5. The "desirable" intersection sight lines depicted on GPI's January 2024 Driveway Sight Distance Plan (Exhibit 1 of 2) should be shown on the site plans because the plans are the formal document approved by the Board. The Applicant should obtain a sight line easement from the current property owner for any sight line triangle areas that fall outside the existing Salem Street right-of-way. The plans should include a note specifying "Signs, landscaping and other features located within sight triangle areas shall be designed, installed, and maintained so as not to exceed 2.5 feet in height. Snow windrows located within sight triangle areas that exceed 3 feet in height or that would otherwise inhibit sight lines shall be promptly removed."
6. The Applicant's team proposes a crosswalk that is located approximately 50 feet behind the stop line along the entrance to the newly relocated driveway. This location presents pedestrian conflicts and should be located adjacent to the edge of the roadway in front of the stop line (not currently shown) for improvement visibility.
7. The new crosswalk markings should be accompanied by back-to-back florescent yellow-green pedestrian warning signs on both sides of the roadway at the crosswalk (W11-2/ W16-7P) and advance warning signs (W11-2/W16-9P) placed along the Salem Street approaches based on Table 2C-3 of the Manual on Uniform Traffic Control Devices (MUTCD).

8. TEC recommends that the painted crosswalk detail on Sheet C-26 be changed to a ladder-style crosswalk with 12"-24" wide lines with 2' gaps. For any crosswalks in or near the right-of-way, TEC recommends the use of thermoplastic pavement markings for extended life. It is unclear where the 'yield' markings shown in the detail on Sheet C-26 will be placed.
9. The minimum height to the bottom of traffic signs should be changed to a minimum of 7 feet per the MUTCD. This applies to the handicap parking sign detail on Sheet C-26, other signs located throughout the site, and those installed off-site for the new crosswalk.
10. The Applicant's team should provide a detail for the proposed sidewalk/driveway crossing at 865 Salem Street to show a consistent sidewalk elevation (without ramps), if feasible. Otherwise, the driveway-related pedestrian ramps should be detailed. The existing mailbox will need to be relocated to an area that meets accessibility standards.

Stormwater Design Review

11. TEC recommends updating the HydroCAD calculations (i.e. CB2, CB10, CDS 2, and Infiltration Basin 2) to match the inverts and areas provided in the site plans.
12. The HydroCAD calculations indicate overtopping would occur during the 100-year storm at DMH11A and DMH11D. TEC recommends the Applicant revise the site plans and HydroCAD calculations such that overtopping of these structures do not occur during all major storm events.
13. TEC recommends adding pipe information for the proposed Detention Basin #1 inlet from CDS 1 to the site plans.
14. TEC recommends the Applicant update the Infiltration Basin #2 and #3 Details (Sheet C-21 of the site plans) to match the HydroCAD peak elevation calculations.
15. The Applicant is proposing two infiltration trenches east of the new site entrance. TEC recommends the Applicant include a detail for each section of trench within the site plans. Along with this, the Applicant should confirm if any grading changes anticipated within the area surrounding the infiltration trenches. TEC recommends additional test pit information be provided for these proposed trenches.

Massachusetts Stormwater Standards

- 1) Standard 1 (Untreated discharges): *No new stormwater conveyance may discharge untreated stormwater directly to or cause erosion in wetlands or water of the Commonwealth.*

The peak discharge rate of the pipes inflowing Basin #2 and #3 (DMH4, outflow and DMH14B, outflow) do not match the rate used for riprap sizing calculations. The peak discharge rate of the pipe outflowing Basin #2 (Infiltration Basin 2, Primary) does not match the rate used for riprap sizing calculations. Along with this, riprap sizing calculations have not been completed for the outflow pipe of Basin #1 and #3. TEC recommends the Applicant include basin and pipe identification within the riprap sizing calculations for Infiltration Basins, similar to the riprap sizing calculations for Detention Basin #1.

- 2) Standard 2 (Peak rate control and flood prevention): *Stormwater management systems must be designed so that post-development peak discharge rates do not exceed pre-development peak discharge rates. This Standard may be waived for land subject to coastal storm flowage.*

This standard has been met.

- 3) Standard 3 (Recharge to Ground water): *Loss of annual recharge to ground water shall be eliminated or minimized through the use of infiltration measures, including environmentally sensitive site design, low impact development techniques, best management practices, and good operation and maintenance. At a minimum, the annual recharge from the post-development site shall approximate the annual recharge from the pre-development conditions based on soil type. This Standard is met when the stormwater management system is designed to infiltrate the required recharge volume as determined in accordance with the Massachusetts's Stormwater Handbook.*

This standard has been previously met; however, TEC suggests the applicant provide the basin storage tables from the applicants HydroCAD calculations to confirm the storage volumes below the lowest outlet of each basin. Along with this, the volumes provided by the two infiltration trenches should be detailed as well.

- 4) Standard 4 (80% TSS removal): *Stormwater management systems must be designed to remove 80% of the average annual post-construction load of Total Suspended Solids (TSS).*

This standard has been previously met; however, the applicant should revise the TSS removal tables to include the proposed infiltration trenches.

- 5) Standard 5 (Higher Potential Pollutant Loads): *For land uses with higher potential pollutant loads, source control and pollution prevention shall be implemented in accordance with the Massachusetts Stormwater Handbook to eliminate or reduce the discharge of stormwater runoff from such land uses to the maximum extent practicable.*

This standard has been met.

- 6) Standard 6 (Critical Areas): *Stormwater discharges to a Zone II or Interim Wellhead Protection Area of a public water supply and stormwater discharges near or any other critical area require the use of the specific source control and pollution prevention measures and the specific stormwater best management practices determined by the Department to be suitable for managing discharges to such area, as provided in the Massachusetts Stormwater Handbook. A discharge is near a critical area if there is a strong likelihood of a significant impact occurring to said area, taking into account site-specific factors. Stormwater discharges to Outstanding Resource Waters or Special Resource Waters shall be set back from the receiving water and receive the highest and best practical method of treatment. A "stormwater discharge," as defined in 314 CMR 3.04(2)(a)1. or (b), to an Outstanding Resource Water or Special Resource Water shall comply with 314 CMR 3.00 and 314 CMR 4.00. Stormwater discharges to Zone I or Zone A are prohibited unless essential to the operation of the public water supply.*

A portion of this project is within Zone II. This standard has been previously met; however, the Applicant is proposing two sections of infiltration trenches to the east of the new site entrance. A minimum of 44% pretreatment is required prior to discharging to an infiltration BMP.

- 7) Standard 7 (Redevelopment). *A redevelopment project is required to meet Standards 1-6 only to the maximum extent practicable. Remaining standards shall be met, and the project shall improve existing conditions.*

This standard has been met.

- 8) Standard 8 (Erosion, Sediment Control): *A plan to control construction-related impacts, including erosion sedimentation and other pollutant sources during construction and land disturbance activities (construction period erosion, sedimentation, and pollution prevention plan), must be developed, and implemented.*

This standard has been met.

- 9) Standard 9 (Operation and Maintenance): *A long-term operation and maintenance plan must be developed and implemented to ensure that stormwater management systems function as designed.*

This standard has been met.

- 10) Standard 10 (Illicit Discharges): *All illicit discharges to the stormwater management system are prohibited.*

This standard has been met.

The Quarry at Groveland – Groveland, MA
Stormwater Design Peer Review #3
June 26, 2024
Page 6 of 6



Please do not hesitate to contact me directly if you have any questions concerning our comments at 978-794-1792. Thank you for your consideration.

Sincerely,
TEC, Inc.
"The Engineering Corporation"

A handwritten signature in blue ink, appearing to read "Peter Ellison", with a stylized flourish at the end.

Peter Ellison, PE
Director of Strategic Land Planning

REGULATORY AND USE AGREEMENT

[Rental]

***For Comprehensive Permit Projects in Which Funding is Provided
By Other Than a State Agency***

This Regulatory and Use Agreement (this "Agreement") is made this ____ day of _____, 20____, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency (the "Subsidizing Agency"), as defined under the provisions of 760 CMR 56.02, on behalf of the Executive Office of Housing and Livable Communities ("EOHLC") and Groveland Realty Trust, LLC, a Massachusetts Limited Liability Company having a mailing address at 7 Hemlock Lane, Groveland, MA 01834, and its successors and assigns (the "Developer").

RECITALS

WHEREAS, the Developer intends to construct a housing development known as The Quarry at Groveland at a 38.20 -acre site located at 4 Sewell Street in the Town of Groveland, Massachusetts (the "Municipality"), more particularly described in Exhibit A attached hereto and made a part hereof (the "Development"); and

WHEREAS, EOHLC has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "Regulations") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "Act") and pursuant thereto has issued its Comprehensive Permit Guidelines (as may be amended from time to time, the "Guidelines") and, collectively with the Regulations and the Act, the "Comprehensive Permit Rules";

WHEREAS, the Development is being financed with a permanent loan of approximately \$ 47,000,000, which is equal to or greater than twenty-five percent (25%) of the permanent financing for the Project, by Enterprise Bank, a Federal Home Loan Bank of Boston ("FHLBB") member bank (the "NEF Lender"), a non-governmental entity for which the Massachusetts Housing Finance Agency acts as Subsidizing Agency pursuant to the Comprehensive Permit Rules; and

WHEREAS, the Massachusetts Housing Finance Agency will serve as Subsidizing Agency on behalf of EOHLC pursuant to the Comprehensive Permit Rules and in accordance with the terms and provisions hereof; and

WHEREAS, the Developer has received a comprehensive permit (the "Comprehensive Permit") from the Zoning Board of Appeals of the Municipality in accordance with the Act, which

permit is recorded at the Essex County Registry of Deeds ("Registry") in Book 39342, Page 389 and by the terms of this Agreement; and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 192 rental units, of which a minimum of 25 percent (48 units) (the "Affordable Units") will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, the parties intend that this Agreement shall serve as a "Use Restriction" as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference is only applicable at initial rent-up and cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

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:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto that may be approved by the Subsidizing Agency, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 20 hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5.609 (or any successor regulations).

Area shall mean the Lawrence HUD Metro FMR Area (HMFA) as designated by the Department of Housing and Urban Development ("HUD").

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Audited Annual Limited Dividend Financial Report shall mean an annual report to be submitted by the Developer on a form prescribed by the Subsiding Agency, pursuant to Section 12(e) hereof.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan.

Cost Certification shall have the meaning given such term in Section 20 hereof.

Cost Method shall have the meaning given such term in Section 7(d) hereof.

Developer Parties shall have the meaning given such term in Section 7(a) hereof.

Developer’s Equity shall be determined in the manner set forth in Section 7(d) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues: All rental income, receipts and other revenue derived from the operation of the Development other than revenues derived from any sales, financing, or other capital transaction, and not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer.

Distribution Payments shall have the meaning given such term in Section 7(a) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement or the Mortgage existing after the expiration of any applicable notice and cure periods.

Excess Development Revenues shall have the meaning given such term in Section 12(e) hereof

Excess Equity: Surplus Cash in excess of the permitted Limited Dividend Distribution, as calculated in accordance with the Audited Annual Limited Dividend Financial Report described in Section 12 hereof.

Excess Equity Account: An interest-bearing account maintained by the Lender (or if the Loan is paid off, with the Subsidizing Agency) for the benefit of the Development during the Term hereof containing Development Revenues which exceed the Limited Dividend Distribution in a given year or years.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Fiscal Year: The fiscal year of the Developer ending [**December 31**].

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Limited Dividend Distribution: The aggregate annual distributions permitted to be made to the Developer from Development Revenues as calculated pursuant to the Audited Annual Limited Dividend Financial Report.

Limited Dividend Term shall have the meaning set forth in Section 22(b) hereof.

Loan shall mean the Construction Loan and/or the Permanent Loan.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit or any applicable Housing Subsidy Program.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns.

Permanent Loan shall mean the Permanent Loan made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof in compliance with any specific terms of the Comprehensive Permit or any Housing Subsidy Program applicable to the Development.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan, or any replacement thereof.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Internal Revenue Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Internal Revenue Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Resident Selection Plan shall mean the Resident Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto which may be approved by the Subsidizing Agency.

Substantial Completion shall have the meaning given such term in Section 19 hereof.

Surety shall have the meaning given such term in Section 21 hereof.

Surplus Cash shall have the meaning given such term in Section 7(c) hereof.

Term shall have the meaning set forth in Section 22 hereof.

Total Development Costs (“TDC”) shall have the meaning set forth in Section 7(h) hereof.

Value Method shall have the meaning given such term in Section 7(d) hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development 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, and 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 Development presented by the Developer to the Subsidizing Agency in its application for Final Approval. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(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, prior to commencement of construction, a certification from the Construction Lender concerning construction monitoring in a form acceptable to the Subsidizing Agency. If the information provided to the Subsidizing Agency is not acceptable to the Subsidizing Agency, or if at any time after acceptance the NEF Lender's construction monitor fails to provide adequate construction oversight in accordance with the requirements of the NEF Lender's certification, the Subsidizing Agency may require that the Developer fund the cost of a construction monitor retained by the Subsidizing Agency.

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, the Developer will accept referrals of tenants from the Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Resident Selection Plan. The foregoing provisions shall not relieve the Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including but not limited to tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI (or such other higher percentage of AMI established by EOHLC for Comprehensive Permit Projects In Which Funding Is Provided By Other Than a State Agency), adjusted for household size, assuming that an Affordable Unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) For purposes of satisfying the requirement that the Affordable Units shall be occupied by Low or Moderate Income Tenants hereunder, no Low or Moderate Income Tenant shall be denied continued occupancy because, after admission, the Low Moderate Income Tenant's Annual Income exceeds eighty percent (80%) of Area Median Income. No Low or Moderate Income Tenant shall continue to be counted as a Low or Moderate Income Tenant as of any date upon which such tenant's Annual Income exceeds one hundred forty percent (140%) of the level at which a tenant may be qualified as a Low or Moderate Income Tenant provided, however, that the Developer shall not be in default regarding the requirements of this Agreement to maintain occupancy of the Affordable Units by Low or Moderate Income Tenants if the Developer rents the

next available unit to Low or Moderate Income Tenants as needed to achieve compliance with such requirements (thereupon, as rented to a Low or Moderate Income Tenant, such unit or units shall be deemed an Affordable Unit hereunder).

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant. In the event that a Low or Moderate-Income Tenant's Annual Income increases and, as a result of such increase, exceeds one hundred forty percent (140%) of Area Median Income, the Developer may charge the formerly Low or Moderate-Income Tenant a market rate for the dwelling unit.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program. The Developer shall annually submit to the Subsidizing Agency a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that the Subsidizing Agency shall review such schedule with respect to the maximum rents for all the Affordable Units based on the size and required extent of affordability of each Affordable Unit, and shall not take into account the actual incomes of individual tenants in any given Affordable Unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without the Subsidizing Agency's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants.

(f) The Developer shall obtain income certifications satisfactory in form and manner to the Subsidizing Agency at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to the Subsidizing Agency upon request.

(g) Prior to initial lease-up, the Developer shall submit an Affirmative Fair Housing Marketing and Resident Selection Plan (also known as an "AFHMP") for the Subsidizing Agency's approval. At a minimum the AFHMP shall meet the requirements of the Guidelines, as the same may be amended from time to time. The AFHMP, upon approval by the Subsidizing Agency, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement.

(h) The AFHMP shall designate entities to implement the plan that are qualified to perform their duties. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Developer is not qualified. Moreover, the Subsidizing Agency may require the removal of an entity responsible for a duty under the AFHMP if that entity does not meet its obligations under the AFHMP.

(i) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as the Subsidizing Agency shall require.

TENANT SELECTION AND OCCUPANCY

4. The Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Resident Selection Plan and AFHMP which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and any applicable Housing Subsidy Program, and shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from the Developer or the Subsidizing Agency; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as the Developer or the Subsidizing Agency may direct, he or she will furnish to the Developer certification of then current family income, with such documentation as the Subsidizing Agency shall reasonably require; and agrees to such charges as the Subsidizing Agency has previously approved for any facilities and/or services which may be furnished by the Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

(d) the Developer shall enter into a written lease with each Low or Moderate or Income Tenant which shall be for a minimum period of one year with automatic renewals for successive terms of one year each, and which provides that the lease shall not be terminated and/or the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

EXPIRATION OF RESTRICTIONS - TENANT PROTECTIONS

6. (a) If, upon the expiration of the Term hereof, the affordability requirements under the Comprehensive Permit shall expire, the Developer shall deliver a written notice to all Low or Moderate or Income Tenants of such expiration (the "Expiration Notice") at the same time that it shall provide such notice to the Subsidizing Agency. The Expiration Notice shall inform all Low or Moderate or Income Tenants of the tenant protections described in this Section 6.

(b) For a period of one year after the date of expiration ("Year 1") (the date of expiration is hereinafter referred to as the "Expiration Date"), the Developer may not increase the rentals payable by any Low or Moderate-Income Tenant on the Expiration Date (a "Protected Low or Moderate-Income Tenant"), except for rental increases which would have been permitted by the terms and provisions of the applicable Housing Subsidy Program if such Expiration Date had not occurred.

(c) For a period of two years after Year 1 ("CPI Index Period"), the rentals for units occupied by Protected Low or Moderate Income Tenants may not be increased more than once annually by the greater of: (i) the consumer price index (applicable to the area in which the Development is located) times the rental rate in effect as of the Expiration Date; or (ii) such higher amount as the Subsidizing Agency shall approve. In no event may the Developer increase rentals for such Affordable Units in excess of any limitations contained in a Housing Subsidy Program which remains in effect after the Expiration Date.

(d) For three (3) years after the CPI Index Period (the "Transition Period"), the Developer shall provide Relocation Assistance, as defined herein, for any Protected Low or Moderate-Income Tenant who voluntarily terminates his or her lease during the Transition Period as a result of rental increases. For the purposes hereof, the term "Relocation Assistance" shall mean reasonable assistance in locating a comparable affordable unit, including the payment of any broker's fees and the payment of reasonable moving expenses within a thirty (30) mile radius of the Development.

(e) Upon expiration, the Developer agrees to continue to use the form of occupancy agreement for all Protected Low or Moderate-Income Tenants until the expiration of the periods described in (b) and (c), above. Thereafter, the Developer may require that all Protected Low or Moderate-Income Tenants enter into the lease form used for tenants in the market-rental units or a lease substantially in the form published by the National Apartment Association, provided that any new occupancy agreement shall provide the Protected Low or Moderate-Income Tenants with the benefits of subsection (d), above.

(f) The provisions of this Section 6 shall survive the termination of any other provisions of this Agreement as a result of expiration until the expiration of the periods described in subsections (b), (c), and (d), above.

(g) Protected Low or Moderate-Income Tenants shall have a right to enforce the protections provided them in this Section 6.

LIMITED DIVIDENDS; USE OF DEVELOPMENT REVENUES

7. (a) The Developer covenants and agrees that no Distribution Payments may be made to the Developer other than Limited Dividend Distributions. Repayment of developer's fee loaned is treated as a Limited Dividend Distribution and is subject to the limitations set forth herein. Limited Dividend Distributions may be made: (i) on a quarterly basis within the Developer's Fiscal Year; (ii) only once all currently payable amounts as identified in subsection (i) below are paid as evidenced by a certificate provided by an independent accountant certifying that no such obligations are more than thirty (30) days past due and that there are no outstanding material extraordinary obligations incurred outside the ordinary course of business, even if thirty (30) or less days past due; and (iii) only after (x) submission by the Developer of the Audited Annual Limited Dividend Financial Report pursuant to Paragraph 12(b) below and (y) acceptance by the Subsidizing Agency of said report. Except with the prior written authorization of the Subsidizing Agency, Limited Dividend Distributions cannot be derived or made from borrowed funds or from the sale of capital assets.

For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from Development Revenues (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and who provide such services on an arms-length basis.

(b) No Limited Dividend Distributions may be made when: (i) a default or an Event of Default has occurred and is continuing under this Agreement; (ii) there has been failure to comply with the Subsidizing Agency's notice of any reasonable requirement for adequate (as determined by the Subsidizing Agency using its reasonable discretion) maintenance of the Development in order to continue to provide decent, good quality and safe affordable housing; or (iii) prior to the expiration of the Term hereof, there is outstanding against all or any part of the Development any lien or security interest other than a lien securing the Loan or a lien expressly permitted by the Subsidizing Agency or Lender.

(c) Subject to the provisions set forth above, Limited Dividend Distributions may only be made to the Developer from Surplus Cash, provided that no Limited Dividend Distribution for any Fiscal Year may exceed ten percent (10%) of Developer's Equity.

"Surplus Cash", which is a balance sheet calculation, represents the long-term accumulation of working capital from the Development's revenues that is available at the end of any quarter in a given Fiscal Year to make: (i) Limited Dividend Distributions; (ii) deposits into the Excess Equity Account; and (iii), if necessary, a distribution to the Municipality for the purpose of developing and/or preserving Affordable Housing. The calculation of Surplus Cash is more

fully detailed in Part A of the current “M.G.L. Ch. 40B RENTAL DEVELOPMENTS / Instructions for Use of Calculation Tool for Computation of Excess Equity and Limited Dividend Distributions” (as it exists as the date hereof) available from the Subsidizing Agency and which currently is the form to be used in the preparation of the Audited Annual Limited Dividend Financial Report.

(d) For the purposes hereof the initial amount of "Developer's Equity" shall be \$_____, subject to adjustment as provided herein. The initial amount of "Developer's Equity" is established at the time of Final Approval based on the Developer's projection pursuant to the Cost Method as defined below. This initial amount shall be adjusted and verified at the time of Cost Certification with respect to the construction of the Development in accordance with the “Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities” (as it may be amended, revised or replaced) as the greater of the amounts determined by (a) the “Cost Method” or (b) the “Value Method.” For purposes hereof the term “Cost Method” is defined as (i) actual cash contributed by the Developer to the Development, including tax credit equity (if applicable) plus (ii) the deferred portion of the maximum allowable developer fee determined in accordance with EOHLC policy, provided that any payment of such deferred fee from project cash flow is treated as a Distribution Payment in accordance with Section 7 hereof, plus (iii) the appraised “as-is” market value of the land that exceeds the actual purchase price paid by the Developer for said land, if any, or less (iv) the actual purchase price paid by the Developer for said land that exceeds the appraised “as is” market value of the land, if any. For purposes hereof the term “Value Method” is defined as (i) the as-complete and stabilized appraised market value of the Development, as determined by an independent appraisal commissioned by the Subsidizing Agency in accordance with this Section 7(d), less (ii) the sum of secured debt on the Development plus public equity, whether structured as a grant or loan, as determined by the Subsidizing Agency.

Thereafter, Developer's Equity may be adjusted not more than once in any five year period with the first five - year period commencing with the first Fiscal Year of the Development. Any adjustments shall be made only upon the written request of the Developer. Unless the Developer is otherwise directed by the Subsidizing Agency, the initial appraised market value and any adjustment thereto shall be based upon an appraisal commissioned by (and naming as a client) the Subsidizing Agency and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by, the Subsidizing Agency. The appraiser shall submit a Self-Contained Appraisal Report to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall use assumptions subject to the reasonable approval of the Subsidizing Agency.

Upon completion of an appraisal as provided above, the Developer's Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer's Equity shall be the Developer's Equity as of the date of such appraisal.

(e) In the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to

Section 7(c) above, such excess shall be deposited and administered in accordance with Section 7(f) below. Amounts deposited into the Excess Equity Account may, subject to subsections (a) through (c) above, and pursuant to the Subsidizing Agency's Limited Dividend Policy, be distributed by the Lender (or the Subsidizing Agency, as applicable) to the Developer in amounts equal to the difference between the amount by which Limited Dividend Distributions actually made in any prior Fiscal Year were less than the amount permitted to be distributed under Section 7(c) hereof for such Fiscal Year. In the event that Surplus Cash is insufficient to allow the Developer to take its Limited Dividend Distribution as permitted herein and there are funds in the Excess Equity Account, Lender (or the Subsidizing Agency, as applicable) may distribute to the Developer an amount equal to the unpaid portion of the permitted Limited Dividend Distribution for such Fiscal Year, provided that, in no event shall the amount so distributed exceed the amount available in the Excess Equity Account.

Notwithstanding the foregoing, in the event that the amount available for Limited Dividend Distributions in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Fiscal Year pursuant to Section 7(c) above, the amount of any such excess may be applied to pay, with simple interest, the amount by which Limited Dividend Distributions made in any of the preceding Fiscal Years were less than the amount permitted to be paid under Section 7(c) hereof for such Fiscal Years, subject to the provisions of subsections (a) through (c) above.

(f) Any amounts available for a Limited Dividend Distribution which may not be distributed in any year pursuant to the provisions of Section 7(c) above ("Excess Equity"), shall be deposited in the Excess Equity Account with the Lender (or if the Loan is paid off, with the Subsidizing Agency). No distributions may be made to the Developer from the Excess Equity Account except those permitted pursuant to Section 7(e) and (f) hereof. Upon the occurrence of an Event of Default under this Agreement or the Mortgage, the Lender (or the Subsidizing Agency, as applicable) may apply any amounts in the Excess Equity Account to the payment of all or any portion of the debt secured by the Mortgage.

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account by the Lender (or the Subsidizing Agency, as applicable) during the Term hereof and applied for any purpose described in Section 7(i) hereof or for any purpose (i) that provides a direct and material benefit to Low or Moderate Income Tenants; (ii) that reduces rent charged to Low or Moderate Income Tenants; (iii) that extends the affordability of the Development; or (iv) that provides relocation and transitional assistance to Low or Moderate Income Tenants as described in Section 6 hereof.

To the extent that the Term of this Agreement extends beyond satisfaction in full of the debt secured by the Mortgage, the Subsidizing Agency may, in its sole discretion, during the remaining Term, make amounts available from the Excess Equity Account to: (a) pay all or a portion of the annual monitoring fee that remains outstanding thirty (30) days after its due date, and/or (b) provide relocation and transitional assistance to tenants of Affordable Units.

Upon the Developer's written request, amounts may also be withdrawn from the Excess Equity Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage;

(ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development which may be held by Lender or a lending institution reasonably acceptable to the Subsidizing Agency and which reserves shall be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of the Developer for Development expenses, provided that the Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the Subsidizing Agency) and shall have supplied the applicable Lender (or the Subsidizing Agency) with such evidence as the applicable Lender (or the Subsidizing Agency, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to the Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by the Subsidizing Agency) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii) and (iv) above by the Developer shall be subject to the prior written approval of the Subsidizing Agency, which approval shall not be unreasonably withheld or delayed; it being agreed by the Subsidizing Agency that if the Developer can demonstrate that its proposed operating expenditures and reserves are substantially consistent with those made for comparable developments within the Commonwealth of Massachusetts, the Subsidizing Agency shall approve such request. Further, in no event shall such review or approval be required by the Subsidizing Agency to the extent any such capital expenditures or reserves are mandated by Lender.

In any event, cash available for distribution in any year in excess of 20% of Developer's Equity, subject to payment of a Limited Dividend Distribution pursuant to Section 7(c) hereof, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein, or as otherwise directed by EOHLC. Upon the expiration of the Limited Dividend Term (as defined in Section 22(b) hereof), any balance remaining in the Excess Equity Account shall (i) be contributed by the Developer to the replacement reserve held for the Development, if such contribution is deemed by the Subsidizing Agency (in its reasonable discretion) to be necessary, (ii) be distributed to the Subsidizing Agency for the purpose of developing and/or preserving affordable housing, or (iii) be distributed as otherwise directed by EOHLC.

(g) All funds in the Excess Equity Account shall be considered additional security for the performance of obligations of the Developer under the Mortgage and this Agreement and the Developer hereby pledges and grants to the Lender (or the Subsidizing Agency, as applicable) a continuing security interest in said funds. Furthermore, the Developer recognizes and agrees that (i) possession of said funds by the Lender (or the Subsidizing Agency, as applicable) constitutes a bona fide pledge of said funds to the Lender (or the Subsidizing Agency, as applicable) for security purposes, (ii) to the extent required by applicable law, this Agreement, in combination, as necessary, with other documents referred to herein, constitutes a valid and binding security agreement, and (iii) the validity and effectiveness of said pledge will not be compromised if said

funds are held in a bank or other financial institution. The Developer further acknowledges and agrees that, notwithstanding any nomenclature or title given to the Excess Equity Account by the bank or other financial institution at which the Excess Equity Account is held, or the fact that the Developer's tax identification number is used with respect to the Excess Equity Account, the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall be the customer of the bank or other financial institution holding the Excess Equity Account; such bank or other financial institution shall comply with instructions originated by the Lender (or the Subsidizing Agency, as applicable) directing the disposition of funds in the Excess Equity Account, without further consent of the Developer; and the Lender (or the Subsidizing Agency, as applicable), and not the Developer, shall have the exclusive right to withdraw funds from the Excess Equity Account.

(h) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall, be limited to no more than ten percent (10%) of Total Development Costs, net of (i) such fees and profits, and (ii) any working capital or reserves intended for operation of the Development and approved by the Subsidizing Agency. Such limited payment of fees and profits shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 20 below regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8)(e), in the event that the Subsidizing Agency determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 20 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess Distributions"), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein.

For the purposes hereof, the term "Total Development Costs" shall mean the total of all costs associated with acquisition, construction (including construction contingency), and general development (such as architectural, engineering, legal, and financing fees, insurance, real estate taxes and loan interest) for the Development. Total Development Costs include (i) developer overhead and developer fees, and (ii) any capitalized reserves intended for operation of the Development and approved by the Subsidizing Agency as being specifically excluded from the calculation of fees and profits payable from capital sources for the initial development of the Development.

(i) The Developer shall apply Development Revenues in the following order of priority: (x) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Loan; and (y) payment of or adequate reserve for all reasonable and necessary expenses of the Development as identified below. With respect to the application of Development Revenues as described above, the Developer agrees as follows:

(i) Payment for services, supplies, or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished;

(ii) Reasonable and necessary expenses which may be payable pursuant to subsection (i), above, shall be directly related to the operation, maintenance or management of the Development; and

(iii) Without the Subsidizing Agency's prior written consent, the Developer may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues except in connection with the Construction Loan, the Permanent Loan and any refinancing thereof and as expressly permitted herein.

(j) Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Developer's Equity.

MANAGEMENT OF THE DEVELOPMENT

8. The Developer shall maintain the Development in good physical condition in accordance with the Subsidizing Agency's requirements and standards and the requirements and standards of the Mortgage and any applicable Housing Subsidy Program. The Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, the Subsidizing Agency has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. Prior to Substantial Completion, the following actions, without limitation, shall be subject to the Subsidizing Agency's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed):

(a) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or

(b) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

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

on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation;

(c) the sale, conveyance, transfer, ground lease, or exchange of the Developer's interest in the Development or any part of the Development.

Prior to any transfer of ownership of the Development or any portion thereof or a Beneficial Interest therein, the Developer agrees 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.

10. After Substantial Completion, Developer shall provide the Subsidizing Agency with thirty (30) days' prior written notice, of any sale, conveyance, transfer, ground lease or exchange of the Developer's interest in the Development or any part of the Development, but no consent shall be required. As in Section 9 above, prior to any transfer of ownership of the Development or any portion thereof or interest therein, the Developer agrees 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.

BOOKS AND RECORDS

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by EOHLC and/or the Subsidizing Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Subsidizing Agency or EOHLC. Failure to keep such books and accounts and/or make them available to the Subsidizing Agency or EOHLC will be an Event of Default hereunder.

ANNUAL FINANCIAL REPORT

12. (a) Within ninety (90) days following the end of each Fiscal Year of the Development, the Developer shall furnish the Subsidizing Agency with a complete annual financial report for the Development based upon an examination of the books and records of the Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of the Subsidizing Agency which include: (i) financial statements submitted in a format acceptable to the Subsidizing Agency; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section

7 above. A duly authorized agent of the Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by the Subsidizing Agency.

(b) In addition to the financial information required to be furnished by the Developer to the Subsidizing Agency pursuant to Section 12(a) above, the Developer shall furnish to the Subsidizing Agency, within ninety (90) days of the end of its Fiscal Year, an Audited Annual Limited Dividend Financial Report (including a certificate from the independent certified public accountant (the “CPA”) who prepared the Developer’s audited financial statements) in the form then required by the Subsidizing Agency. The Subsidizing Agency’s agreement to waive or modify the requirement of an Audited Annual Limited Dividend Financial Report for a given Fiscal Year shall not be deemed to constitute a waiver or modification of the requirement of an Audited Annual Limited Dividend Financial Report for any subsequent Fiscal Year. Should the Developer fail in any given year to comply with its obligations under this subparagraph, the Developer acknowledges and agrees that such failure constitutes a knowing waiver and relinquishment of any Limited Dividend Distributions to which it might otherwise be entitled for such Fiscal Year pursuant to Sections 7(c) and/or 7(e) above.

(c) Such Audited Annual Limited Dividend Financial Report shall be accompanied by a Certificate of Developer (in the form as then reasonably required by the Subsidizing Agency) certifying to the Developer’s best knowledge and belief, under the pains and penalties of perjury, as to matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who prepared the Audited Annual Limited Dividend Financial Report, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Audited Annual Limited Dividend Financial Report, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Audited Annual Limited Dividend Financial Report and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Audited Annual Limited Dividend Financial Report and believes that such determination is an appropriate representation of the Development.

(d) The Subsidizing Agency shall have sixty (60) days after the delivery of the Audited Annual Limited Dividend Financial Report to accept it, to make its objections in writing to the Developer and the Developer’s CPA, or to request from the Developer and/or CPA additional information regarding it. If the Subsidizing Agency does not object to the Audited Annual Limited Dividend Financial Report or request additional information with respect to it, the Audited Annual Limited Dividend Financial Report shall have been deemed accepted by the Subsidizing Agency. If the Subsidizing Agency shall request additional information, then the Developer shall provide the Subsidizing Agency with such additional information as promptly as possible and the Subsidizing Agency shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Audited Annual Limited Dividend Financial Report. If no such objections are made within such thirty day (30) period, the Audited Annual Limited Dividend Financial Report shall be deemed accepted by the Subsidizing Agency.

To the extent that the Subsidizing Agency shall raise any objections to such Audited Annual Limited Dividend Financial Report as provided above, then the Developer and the Subsidizing Agency shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then the Subsidizing Agency may enforce the provisions under this Section 12 by the exercise of any remedies it may have under this Agreement.

(e) If upon the acceptance of an Audited Annual Limited Dividend Financial Report as provided above, such Audited Annual Limited Dividend Financial Report shall show that the aggregate Distribution Payments to the Developer during the applicable Fiscal Year exceed the allowable Limited Dividend Distribution for the Developer, then upon thirty (30) days written notice from the Subsidizing Agency, the Developer shall cause such excess to be deposited in the Excess Equity Account from sources other than Development Revenues to the extent not otherwise required by the Lender to remain with the Development.

If such Audited Annual Limited Dividend Financial Report as accepted shall show that there are Development Revenues which are in excess of the allowable Limited Dividend Distribution which the Developer has not distributed ("Excess Development Revenues"), such amounts shall be applied as provided in Section 7(e) above within thirty (30) days after the acceptance of the Audited Annual Limited Dividend Financial Report as set forth in subsection (d) above.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

13. At the request of the Subsidizing Agency, the Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development. The Developer covenants and agrees to secure and maintain on file for inspection and copying by the Subsidizing Agency such information, reports and certifications as the Subsidizing Agency may reasonably require in writing in order to insure that the restrictions contained herein are being complied with. The Developer further covenants and agrees to submit to the Subsidizing Agency annually, or more frequently if required in writing by the Subsidizing Agency, reports detailing such facts as the Subsidizing Agency reasonably determines are sufficient to establish compliance with the restrictions contained hereunder, copies of leases for all Affordable Units, and a certification by the Developer that, to the best of its knowledge, the restrictions contained herein are being complied with. The Developer further covenants and agrees promptly to notify the Subsidizing Agency if the Developer discovers noncompliance with any restrictions hereunder.

NO CHANGE OF DEVELOPMENT'S USE

14. Except to the extent permitted by the Comprehensive Permit, as it may be amended pursuant to the Comprehensive Permit Rules, the Developer shall not change the type or number

of Affordable Units without prior written approval of the Subsidizing Agency and an amendment to this Agreement. Except to the extent permitted by applicable zoning requirements then in effect, the Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

15. (a) There shall be no discrimination upon the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the construction, operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law, and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Subsidizing Agency to take any corrective action it may deem necessary including, without limitation, referral to EOHLC for enforcement.

DEFAULTS; REMEDIES

16. (a) If any default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of the Subsidizing Agency within thirty (30) days after the giving of notice to the Developer as provided herein, then at the Subsidizing Agency's option, and without further notice, the Subsidizing Agency may either terminate this Agreement, or 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 noncompliance with this Agreement. No party other than the Subsidizing Agency or its designee shall have the right to enforce the Developer's compliance with the requirements of this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time as may be necessary to cure a default so long as the Developer is diligently prosecuting such a cure.

(b) If the Subsidizing Agency elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by EOHLC for purposes of the Act shall from the date of such termination be determined solely by EOHLC rules and regulations then in effect.

(c) In the event the Subsidizing Agency or its designee brings an action to enforce this Agreement, unless the Developer prevails in such action the Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency and/or its designee. In such event, the Subsidizing Agency and/or its designee shall be entitled to seek recovery of its respective fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the Development, junior to the lien securing the Loan, to secure payment by the Developer of such fees and expenses. The Subsidizing Agency and its designee may perfect a lien on the Development by recording/filing in the Registry one or more certificates setting forth the amount of the costs and expenses due and owing.

(d) The Developer hereby grants to the Subsidizing Agency or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement, or of taking all actions with respect to the Development which the Subsidizing Agency may determine to be necessary or appropriate to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

17. The Subsidizing Agency intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay the Subsidizing Agency fees as partial compensation for its services hereunder, as set forth on Appendix B hereto, initially in the amounts and on the dates therein provided, and hereby grants to the Subsidizing Agency a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security agreement with respect thereto.

18. The Subsidizing Agency shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. The Subsidizing Agency shall notify the Developer and the Municipality in the event the Subsidizing Agency engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by the Subsidizing Agency, payable within thirty (30) days of the end of each Fiscal Year of the Developer during the Term of this Agreement, but not in excess of the amounts as shown on Appendix B hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as the Subsidizing Agency under this Agreement, and shall act on behalf of the Subsidizing Agency hereunder, to the extent that the Subsidizing Agency delegates its rights and duties by written agreement with the Monitoring Agent. The Monitoring Agent shall apply and adhere to the applicable standards, guidance and policies of EOHLC relating to the administrative responsibilities of subsidizing agencies where available, and otherwise shall apply and adhere to the standards and practices of the Subsidizing Agency where applicable.

CONSTRUCTION AND FINAL COST CERTIFICATION

19. The Developer shall provide to the Subsidizing Agency 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.

Upon Substantial Completion, the Developer shall provide the Subsidizing Agency with a certificate of the architect for the Development in the form of a “Certificate of Substantial Completion” (AIA Form G704) or such other form of completion certificate acceptable to the Subsidizing Agency.

As used herein, the term “Substantial Completion” shall mean the time when the construction of the Development 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 Development.

20. Within ninety (90) days after Substantial Completion, the Developer shall provide the Subsidizing Agency with its Cost Certification for the Development. The Subsidizing Agency may allow additional time for submission of the Cost Certification if significant issues are determined to exist which prevent the timely submission of the Cost Certification, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Certification within ninety (90) days of written notice to the Developer.

For the purposes hereof the term “Cost Certification” shall mean the Developer’s documentation which will enable determination by the Subsidizing Agency of the aggregate amount of all Allowable Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date, all in the format provided in the Subsidizing Agency’s Cost Examination Program, which Cost Certification must be examined (the “Cost Examination”) in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner’s certificate, executed by the Developer under pains and penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. “Allowable Development Costs” shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

21. In order to ensure that the Developer shall complete the Cost Certification as and when required by Section 20 hereof and, if applicable, pay any Excess Distributions to the Municipality, the Developer has provided the Subsidizing Agency with adequate financial surety (the “Surety”) provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by the Subsidizing Agency. If the Subsidizing Agency shall determine that the Developer has failed in its obligation to provide Cost Certification as and when described above or to pay over to the Municipality any Excess Distributions, the Subsidizing Agency may draw on such Surety in order to pay the costs of completing Cost Certification and/or paying such Excess Distribution amounts due plus reasonable attorneys fees and collections costs.

TERM

22. (a) This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, until the date which is thirty (30) years from the date hereof (the “Term”). Upon expiration of the Term, this Agreement and the rights and obligations of the Subsidizing Agency hereunder shall automatically terminate without the need of either party executing any additional document. The rights and obligations of the Developer and of the Subsidizing Agency under this Agreement shall continue for the Term, regardless of whether the loan from the NEF Lender is still outstanding. Prior to the expiration of the Term, the Developer shall enter into a use agreement with the Municipality, or as otherwise required by the Comprehensive Permit Rules, ensuring that the Development will comply with the continued affordability requirements applicable to the Development.

(b) Notwithstanding subsection (a) above, the provisions of Section 7 herein shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, and the Municipality and its successors and assigns, until the date which is the later of (i) the expiration of the term of the Loan or (ii) fifteen (15) years from the date of Substantial Completion (the “Limited Dividend Term”).

INDEMNIFICATION/LIMITATION ON LIABILITY

23. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency and any Monitoring Agent against all damages, costs and liabilities, including reasonable attorney’s fees, asserted against the Subsidizing Agency or the Monitoring Agent by reason of its relationship to the Development under this Agreement and not involving the Subsidizing Agency or the Monitoring Agent acting in bad faith or with gross negligence.

24. The Subsidizing Agency shall not 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.

25. Notwithstanding anything in this Agreement to the contrary, no affiliate and no partner, manager, or member of the Developer or affiliate and no officer, director, shareholder, trustee, member, manager, agent, or employee of the Developer or affiliate or of any partner, manager, or member thereof shall have any personal liability for the payment of any sum of money that is, or may become, payable by the Developer under or pursuant to this Agreement or for the performance of any obligation by the Developer arising pursuant to this Agreement, and the Subsidizing Agency shall look only to the Developer’s interest in the Development for such payment or performance.

Nothing herein shall preclude the Subsidizing Agency from asserting such claims as it may have at law or in equity against the Developer for any loss or damage the Subsidizing Agency actually suffers as a result of any of the following:

- (i) a willful breach of the provisions limiting payments or distributions to partners, members, managers, or affiliates as set forth in this Agreement; or
- (ii) intentional fraud committed Developer; or

(iii) a willful breach of a Developer warranty contained in this Agreement or a false representation of a material fact which was known to be false when made; or

(iv) a false representation knowingly made that the individual signing this Agreement on behalf of the Developer has legal capacity and is authorized to sign this Agreement on behalf of the entity on whose behalf such individual has signed.

Nothing contained in the provisions of this Section 25 or elsewhere shall limit: (i) the right of the Subsidizing Agency to obtain injunctive relief or to pursue equitable remedies under this Agreement, excluding only any injunctive relief ordering payment of obligations by any person or entity for which personal liability does not otherwise exist; or (ii) the liability of any attorney, law firm, architect, accountant or other professional who or which renders or provides any written opinion or certificate to the Subsidizing Agency in connection with the Development even though such person or entity may be an agent or employee of the Developer or of any partner, manager, or member thereof.

CASUALTY

26. Subject to the rights of the Lender, the Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development 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 Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by the Developer then the Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

DEVELOPER'S REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) The Developer (i) is a **Limited Liability Company** duly organized under, and is qualified to transact business under, the laws of the Commonwealth of Massachusetts, (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 Development 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 Development 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.

MISCELLANEOUS CONTRACT PROVISIONS

28. This Agreement may not be modified or amended except with the written consent of the Subsidizing Agency or its successors and assigns and Developer or its successors and assigns.

29. The Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

30. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

31. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

32. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

33. 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 EOHLC, the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

34. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such

as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

Groveland Realty Trust, LLC
Attn: William Daley
7 Hemlock Lane
Groveland, MA 01834
Tel: 978-820-0227
Email: bill@rdsitedevelopment.com

with copies by regular mail or such hand delivery
[or facsimile transmission] to:

If to the Subsidizing Agency:

Massachusetts Housing Finance Agency
One Beacon Street
Boston, MA 02108
Attention: Manager of Planning and Programs
Fax: 617-854-1029

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

35. 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 Monitoring Agent, if any,

evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

36. 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.

CONFLICT; PRIORITY OF AGREEMENT

37. 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 Development and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is senior to the Mortgage and to any other mortgage encumbering the Development. Furthermore, the Developer understands and agrees that, in the event of foreclosure of the Mortgage and the exercise by the Lender of the power of sale therein, the Development will be sold subject to the restrictions imposed hereby. The Developer acknowledges that any discharge or termination of this Agreement shall not affect the validity or enforceability of the Comprehensive Permit or the obligations of the Developer to comply with the provisions thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

By: _____
Name: **William M. Daley**
Title: **Manager**

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this __ day of _____, 20__, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as [[general] partner for _____, a partnership // _____ for _____, a corporation // [manager/managing member] for _____, a limited liability company // _____ for _____, a _____]. *[enter appropriate information depending on entity structure]*

Notary Public
My Commission Expires:

Attachments:

Acknowledgment of Zoning Board of Appeals

Exhibit A – Legal Description

Appendix A – Rent Schedule

Appendix B – Subsidizing Agency Fees

**MASSACHUSETTS HOUSING
FINANCE AGENCY, as Subsidizing
Agency as aforesaid**

By: _____
Jessica Malcolm, Manager
Planning and Programs

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this ___ day of _____, 20___, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as Manager of Planning and Programs of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended.

Notary Public
My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

APPENDIX A
RENT SCHEDULE (INITIAL)
[Sample/Model]

	Low/Moderate-Income ¹	Market Rate
	Rent Set at 30% of 80% AMI	Unrestricted
	Qualify with Incomes at or Below 80% of AMI	

Number of Bedrooms				<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>
Number of Units				22	21	5	64	66	14
Net SF/Unit				866	1,160	1,593	866	1,160	1,593
Elev. (E) / Non-Elev. (N)				E	E	E	E	E	E
Applicable Base/Gross Rent:				\$1,834	\$2,201	\$2,543	\$-,---	\$-,---	\$-,---
Per: <u>[Identify²]</u> MSA or HMFA				HMFA	HMFA	HMFA			
Utility Allowance**				\$156	\$228	\$299	N/A	N/A	N/A
Tenant Rent*				\$1,678	\$1,973	\$2,244	\$1,900	\$2,050	\$2,300

* Tenant Rents are net of utility allowances. The total of tenant rent and utility allowance may not exceed the Applicable Base/Gross Rent.

**Utility Allowances are based on the attached schedule or matrix prepared by the [Lynn] Housing Authority and dated 12/01/2023, as the same may be amended from time to time. The dollar amount listed assumes the following utilities are to be paid by the tenant:

[Electric] Heat for the [e.g. "Low-Rise – Garden"] Housing Type;

[Electric] Water Heating; [Electric] Cooking Fuel; and Electricity, Water, Sewer

¹ Maximum NEF Ch. 40B affordable unit Rent Limits are calculated based on 30% of the 80% of the Area Median Income (AMI) Limit as derived from income limits published annually by HUD. Changes to the published income limits will result in changes to the rent limits. Unless subsidized under another housing subsidy program, the 80% of AMI Limit also is the standard used to qualify for occupancy at NEF Ch. 40B affordable housing developments.

² Identify subject income limit area, i.e. Metropolitan Statistical Area (MSA) or HUD Metro FMR Areas (HMFA) – See “Area” definition.

APPENDIX B

FEE PAYABLE TO SUBSIDIZING AGENCY

- **Masshousing NEF Rental Regulatory Agreement Affordability and Limited Dividend Monitoring Fees**
 - Initial Fee Paid upon submission of the Final Approval Application to MassHousing
 - \$ [955/affordable unit]
 - Annual Fee Payable at the time of Initial Occupancy and Annually thereafter
 - \$[275.91 per affordable unit] per year.

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly authorized Chair and members of the Groveland Zoning Board of Appeals hereby acknowledges 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 satisfies the requirements of the Comprehensive Permit as defined therein. Without limiting the generality of the foregoing, the units in the Development required to be affordable under the Comprehensive Permit shall be affordable if such units are rented in accordance with Section 3, 4 and 5 of the foregoing Regulatory Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only at initial rent-up and 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 under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Rules. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.

Name:
Chair, _____ Zoning Board of Appeals

Name:

Name:

Name:

Name:

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss.

On this __ day of _____, 20__, before me, the undersigned notary public, _____ personally appeared, proved to me through satisfactory evidence of identification, which was: [] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as _____, for the Town of _____.

Notary Public
My Commission Expires:

ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS

The undersigned duly authorized Chair and members of the Groveland Zoning Board of Appeals hereby acknowledges 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 satisfies the requirements of the Comprehensive Permit as defined therein. Without limiting the generality of the foregoing, the units in the Development required to be affordable under the Comprehensive Permit shall be affordable if such units are rented in accordance with Section 3, 4 and 5 of the foregoing Regulatory Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only at initial rent-up and 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 under the Regulatory Agreement using the standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Rules. In addition, the conflict provision of the Regulatory Agreement shall control over any conflict provision of the Comprehensive Permit.

Name:
Chair, _____ Zoning Board of Appeals

Name:

Name:

Name:

Name:

MEMO

FROM: Annie Schindler
Executive Coordinator

TO: Zoning Board of Appeals

RE: Sewell Street/Quarry Project Regulation Agreement Acknowledgement

In reviewing these documents, I requested counsel also review them as well as I had some concerns. Counsel reviewed and notes that acknowledgement forms such as this can be problematic due to the last sentence which says that if there is a conflict between the Regulatory Agreement and the Comprehensive Permit, the Regulatory Agreement controls. In counsels experience, ZBAs declining to sign this hasn't had consequences to the applicant or the Town with the project moving forward.



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P 978-374-2160 • F 978-374-2163 • bethanycommunities.org

June 6, 2024

Rebecca Frawley Wachtel
Tax Credit Program Manager
Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

RE: 36 Garrison Street, Groveland
Request for Chapter 40B Project Eligibility Letter

Dear Rebecca:

On behalf of Bethany Community Services, Inc. and/or its affiliated nominee (Bethany), I am pleased to submit a Project Eligibility Letter Application for the Garrison Village project. Bethany is proposing to develop ninety (90) units of affordable rental housing for seniors age 62+ at the property known and numbered as 36 Garrison Street in Groveland.

Bethany has worked collaboratively with officials, boards and committees from the Town of Groveland, including the Town Administrator, the Town's Technical Review Committee (consisting of Town Department Heads and others), and the Council on Aging to develop a site plan and building design that conforms to the site's existing terrain, is harmonious with the surrounding neighborhood, and is consistent with both the Town's Housing Production Plan. The buildings will be designed to fit the characteristic of the surrounding community regarding aesthetic and mass. The buildings will also be built with sustainable design standards.

The Bethany Project team conducted a preliminary market study to determine the affordability and unit size demand in Groveland for age-restricted housing. The ninety (90) rental units of affordable housing will be located within one of two buildings. Each building will have 45-units and all units will be one (1) bedroom units. Building A will consist of a total of two (2) floors, while Building B would consist of three (3) floors. The distribution of units by floor in Building A will be 21 units on the first floor and 24 units on the second floor. The distribution of units by floor in Building B will be 11 units on the first floor, 17 units on the second floor, and 17 units on the third floor. All floors in both buildings will each be served by two elevators (per building). Of the ninety (90) rental units, twenty-four (24) of the units will be for households at 30% or below of AMI, fifty (50) of the units will be for households at 60% or below of AMI, ten (10) of the units will be for households at 80% or below AMI, and six (6) of the units will be market rate units.

Surface parking will be available in close proximity to each building with a total of 100 on-site parking spaces where a total of 90 spaces are required, including 8 accessible spaces,



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serving both buildings. Parking near each building entrance has been designed to accommodate package deliveries by typically sized delivery vehicles and electric vehicle charging. The project will also include 4 EV spaces and 16 EV ready spaces.

Officials from the Town of Groveland with whom the Bethany Project Team has met have expressed support for the Project, including the the Groveland Council on Aging. The team will continue to meet with and inform abutters, as well as the larger Groveland community, throughout the development process to provide an opportunity for input.

Thank you in advance for reviewing our application. If you have any questions or comments, please feel free to contact me.

Sincerely,

Jerred F. Stewart
President and CEO

cc: Daniel MacDonald, Chair, Select Board, Town of Groveland
Rebecca Oldham, Town Administrator, Town of Groveland
Edward Augustus, Secretary, EOHLC
Kate Racer, Undersecretary for Housing Development, EOHLC
Phil DeMartino, Program Coordinator, EOHLC
Maura Camosse Tsongas, Stone Soup Collaborative LLC
John Smolak, Smolak & Vaughan LLP

Project Eligibility Application: GARRISON VILLAGE

Submitted By:
Bethany Community Services, Inc.
June 6, 2024

**36 Garrison Street
Groveland, MA**

1. PROJECT OVERVIEW

Garrison Village is a proposed 90-unit senior rental development (62+) located on the property known and numbered at 36 Garrison Street in Groveland. The project will provide 90 one-bedroom units, and 93% of the units will be affordable, for households at 30% or 60% or below of area median income (AMI).

2. APPLICANT AND PROJECT TEAM

Applicant

Bethany Community Services, Inc.
10 Phoenix Row
Haverhill, MA 01832
Phone (978) 374-2160
Attn: Jered Stewart, President & CEO
www.bethanycommunities.org

About Bethany

Bethany's roots began in 1906 in the Haverhill Union Mission nursing home in Haverhill, Massachusetts. The Mission, supported by local churches, provided a safe, secure home for women who had no place to live. The original "Bethany Home" building was located on Winter Street in Haverhill. Since that time, Bethany has grown to own and manage three separate senior housing communities in Haverhill, collectively consisting of 620 apartment units in downtown Haverhill. In addition, Bethany manages 115 units within Nichols Village, a senior (62+) community located in Groveland.

Most recently, and as a further extension of its mission, Bethany is close to completion of Merrimack Corner, a new 48-unit affordable senior (62+) rental housing community in Haverhill. The building, which is scheduled to be ready for occupancy this month, features 1- and 2-bedroom units with associated amenities.

Bethany's mission has always been to provide quality, affordable housing for low to moderate income seniors. As a non-profit, community-based housing provider, we do not sacrifice quality for residents of our communities.

Project Team

For our proposed Garrison Village project, Bethany has assembled a strong team with extensive experience in multifamily and 40B development.

Developer / Sponsor:	Bethany Communities, Inc.
Owner's Representative:	Stone Soup Collaborative, LLC
Architect:	SV Design, Inc.
Engineers:	Hancock Associates, Inc. (Civil Engineering, Survey)
Traffic Engineer:	Vanasse & Associates, Inc.
Legal Counsel:	Smolak & Vaughan LLP

3. PROPOSED SITE

The Property or Site

36 Garrison Street (Groveland Assessors Map 11, Lot 36)
Groveland, Massachusetts 01834

The Property is owned by the N. Woodburn Nichols Foundation, Inc. (Owner), a local nonprofit organization whose mission is devoted to the care of seniors within the Town of Groveland. Site control will be established by an Option Agreement to be entered into by Bethany and the Owner.

Existing Conditions

The proposed project is to be located at 36 Garrison Street, which is about 0.7 miles south of Groveland Town Hall. The subject property consists of a single parcel of land, consisting of approximately 6.7 acres of undeveloped wooded and open field areas. A small portion of the site in the northwest corner is undevelopable due to the presence of wetlands. The Site abuts: the existing Manor Grove Apartments community consisting of multi-family rental units located at property known and numbered as 1 Manor Drive which is located to the north; single family homes located to the east off of Fairview Drive; single family homes across Garrison Street to the south; and, by forested land to the west.

Groveland is a quiet bedroom community located in the 495 North area of Massachusetts, situated next to Haverhill. The Town is rich in natural resources that provide residents an opportunity for passive recreation. Located to the north of, but in close proximity to, the Site are the Town Hall, Fire Department, Housing Authority as well as the Pines Recreation Area, beyond which is the Merrimack River. The Property provides easy access to daily needs including an approximate 2-minute drive to a supermarket and retail plaza located in Haverhill, health care, restaurants, and the Groveland Council on Aging, and a much wider array of amenities are located within a 10-minute drive to downtown Haverhill.

Tabulation of Existing Parcel

Location	Parcel ID	Land Value	Building	Other	Total Value	Land Area
36 Garrison Street	Map 11, Lot 36	\$285,200	N/A	N/A	\$285,200	6.7 acres

Location Map

See Attachment 1

4. PROPOSED DEVELOPMENT

Tabulation of Proposed Buildings

Address	Lot Size	Gross Building Area	# of Rental Units	Unit Size	Accessible Units	Population	# Affordable
36 Garrison Street	6.7 acres*	41,717 sf	45	210 sf (1BR)	At least 3	Senior (62+)	42 (93%)
36 Garrison Street	6.7 acres*	44,517 sf	45	210 sf (1BR)	At least 2	Senior (62+)	42 (93%)

*Both buildings will be located on the same lot.

Project Description

Garrison Village is a proposed rental housing project including 90 units of rental housing for seniors (62+). Of the 90 rental units being created in total, 24 of the units will be for households at 30% or below of AMI, 50 of the units for households at 60% or below of AMI, 10 of the units for households at 80% or below AMI, and 6 of the units will be market rate units. This proposed unit mix exceeds the minimum affordability requirement under Chapter 40B of 25% of the units at 80% AMI. Group 2 accessible units will be included as required, and the entire property will be visitable. Site amenities will include a community room, living room, staffed management office, on-site laundry, approximately 100 parking spaces. Site control is being secured from the Nichols Foundation via a long-term ground lease, currently under negotiation. Strong support from Groveland officials provides an opportunity to permit this much-needed housing resource for seniors.

As described in the Town of Groveland Housing Production Plan 2018-2022 (the "HPP"), "roughly 80 percent of Groveland's occupied housing units are owner occupied and 20 percent renter occupied, which is a significantly lower proportion of renter housing than in the region." The HPP also suggests that "Groveland has a higher estimated proportion of older renters age 60 and above (56 percent) than in the region (27 percent), county (29 percent), and state (25 percent). These issues of concern are also reflected in the "Town of Groveland 2023 Comprehensive Plan, Adopted by the Groveland Planning Board October 2023" (the "Master Plan"), which emphasizes that one of four key areas of concern is with *"providing housing that meets identified needs for both affordability and the needs of both young people wanting to live in their community and seniors wanting to remain in their community"* (emphasis added). The Master Plan also states that "because housing across the region is increasingly expensive, people who own homes may choose to stay where they are, even in housing that is unsuitable, because they cannot afford to move; people who are renting may not be able to buy the type of house they want in the area they want it." All of these factors cited in the HPP and Master Plan contribute to the need for providing senior affordable rental housing with supportive services, a sentiment expressed by a number of Town Officials with whom the Bethany Team has spoken.

Name of Housing Program Subsidy under which Project Eligibility is Sought

Low Income Housing Tax Credit Program (LIHTC)

Narrative Description of Proposed Site and Building Design

Garrison Village is a proposed 90-Unit senior (62+) rental housing development located at 36 Garrison Street in Groveland, Massachusetts. The existing roughly 6.7-acre site is undeveloped, and includes both a central open field area, with wooded areas surrounding the north, east and westerly boundaries. The site generally falls in grade from the north and west to Garrison Street to the south.

The proposed development includes two separate 3-story structures. The buildings' massing and placement carefully considered its effect on the abutting neighbors as well as existing natural features and grading. The proposed structures were deliberately sited as close to the center of the Property as possible, set back from the north, east and southerly property lines providing a buffer to the abutting multifamily units to the north, and single-family homes to the east and south. The building is also set back from the road allowing the existing natural vegetated buffer to remain to the greatest extent possible.

Parking is located around the perimeter and near both buildings, and additional screening from neighbors and the road will be provided. The building and the site plan were designed to work with the existing grades to the greatest extent possible to minimize the amount of site grading and earthwork required while also minimizing the massing of the proposed buildings by generally following the existing grade. To lessen the impact of

vehicular traffic on the surrounding neighborhood, a single access driveway is proposed extending access from the Project to Garrison Street.

Public water and sewer service for the Project will be provided via connections approved by the Town of Groveland Water & Sewer Department. These utilities are available via existing service lines in the street. Electrical service is provided by the Town of Groveland and is also available in the street.

In addition to the residential units, the development will include indoor amenity spaces to serve its residents. Indoor amenities, management and leasing operations will be located on the ground floor adjacent to the entry lobby.

The material selections and detailing of the proposed building is contextual in nature taking cues from the typical architecture found throughout the area using high-quality cladding materials including cement fiber profiles, horizontal clapboard, and panel. Massing and details use familiar traditional New England design with sloped roofs, gable forms, lap siding and covered porches. Double-hung style window selections reflect the residential occupancy of the structure and again recall a rural aesthetic. Detailing is kept clean and straightforward providing a welcoming, refined, overall building appearance. The building is being designed to Passive House standards.

Conceptual Design Drawings:

See Attachment 2

Zoning Analysis, 36 Garrison Street, Groveland*

Zoning Districts: Residential District 2 (R-2) § 50-3.1.A (Multifamily Use Not Permitted § 50-4.5. Table of Uses.
– To Be Waived)

Zoning Requirement**	Required	Proposed	Waiver Required?
Minimum lot area	30,000	6.7 acres (~ 294,389 sf)	no
Minimum Frontage	150	338	no
Minimum front yard setback	30'	76'	no
Minimum side yard setback	15'	79'	no
Minimum rear yard setback	15'	75'	no
Dwellings per lot § 50-8.6.	One building per lot	More than 1 building	yes
Maximum height	35' from finished grade plane	>35 feet	yes
Maximum % lot coverage	25%	14%	no
Max. % Impervious Area	50%	33%	no
% Min. Required Lot Area as Contiguous Buildable Area	50%	>50%	no
Parking (1 sp per dwelling unit)	90	108	no

* The zoning analysis above is based upon a preliminary set of plans and specifications, and a more detailed set of proposed waivers from local requirements will be submitted as a part of a Comprehensive Permit Application.

** See § 50-8.1. Table of Dimensional Requirements of the Zoning By-Law (Chapter 50 of the Town Code) unless otherwise noted.

5. SITE CONTROL

36 Garrison Street is owned by the N. Woodburn Nichols Foundation, Inc. (Owner), a local nonprofit organization whose mission is devoted to the care of seniors within the Town of Groveland. Site control is to be established by an Option Agreement entered into by Bethany Community Services and the Owner. A copy of the Option Agreement will be supplemented as a part of *Attachment 3*.

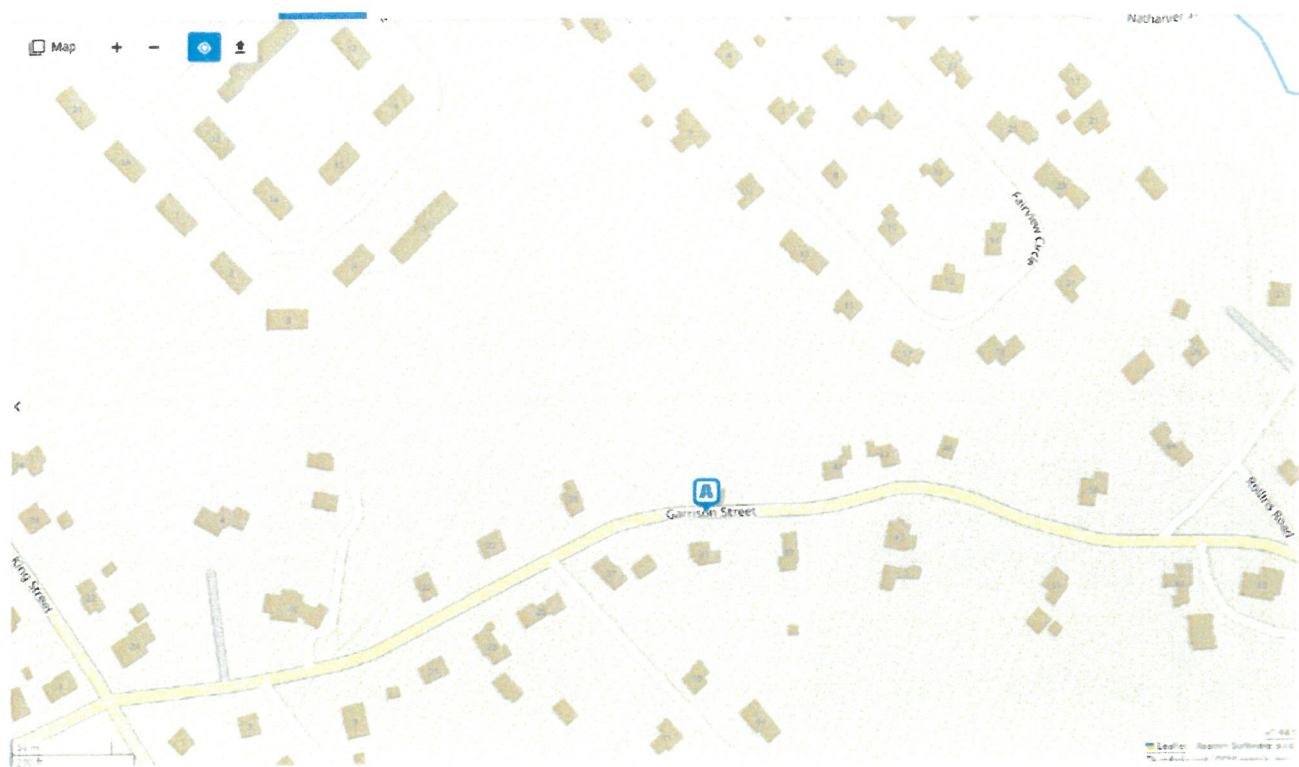
6. MUNICIPAL ACTIONS AND SUPPORT

Bethany desires a collaborative process, and as such has met with a wide range of Groveland Town leadership and officials. These meetings included presentations to members of the, the Council on Aging, as well as meetings with staff from the Planning Department, Conservation Commission, Police Department, Fire Department, Water & Sewer Department, the Groveland Municipal Light Department, and the Building Department.

Garrison Village was structured to be responsive to Groveland's Housing Production Plan as described above. Recognizing the appropriateness of the project and Bethany's strength as a developer, Town leadership has indicated they are committed to an efficient, collaborative comprehensive permit review process.

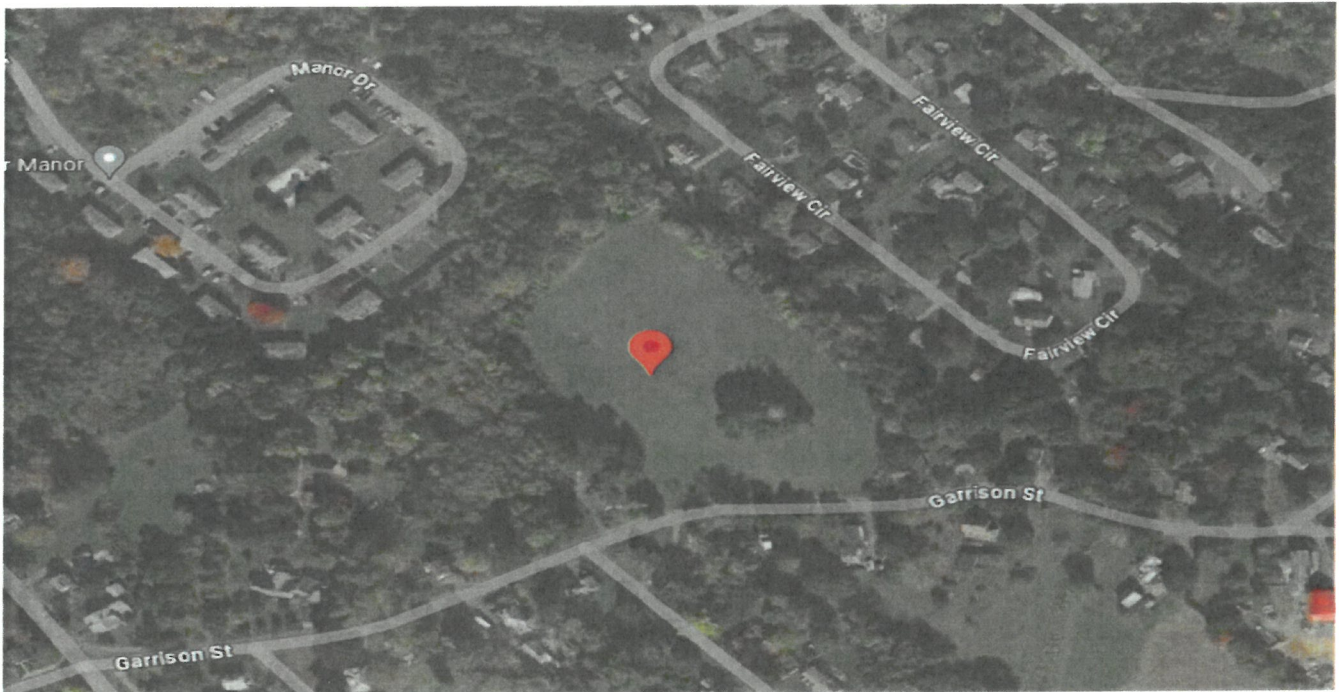
Finally, the Council on Aging and other Town officials have all expressed support to this application, and letters of support will be sought from certain Town boards and officials.

Attachment 1: Location Map – 36 Garrison Street



Attachment 1 (Cont'd): Site Context – Neighborhood Plans

36 Garrison Street (field area in center) -- Manor Grove Apartments multifamily rental community (1 Manor Drive), located to the north (or top left of locus plans below); single family homes located to the east off of Fairview Drive (or top right of locus plans below); single family homes across Garrison Street to the south (or bottom of locus plans below); and, by forested land to the west (or the left side of locus plans below).



Attachment 1 (Cont'd): Site Context Photos



Attachment 2: Conceptual Drawings

See attached Conceptual Drawings. A summary showing the approximate percentage of the tract to be occupied by buildings, by parking and other paved vehicular areas, and by open areas, the approximate number of parking spaces, and the ratio of parking spaces to housing units are as follows:

- a. Percentage of tract occupied by buildings: 13.5% (39,645 +/- SF)
- b. Percentage of tract occupied by parking and other paved vehicular areas: 19.4% (57,257 +/- SF)
- c. Percentage of tract occupied by open space: 66 %
- d. Number of parking spaces: 100
- e. Ratio of parking spaces to housing units: 1.1 (100 spaces for 90 units)

ZONE: RESIDENTIAL DISTRICT 2 (R-2)

NOTES:

- (1) NOT ALLOWED. REQUIRES WAIVER THROUGH APPROVAL UNDER MCL 207.240.
- (2) TWO-FAMILY OR DUPLEX STRUCTURES REQUIRE A MINIMUM OF 200' WITHIN 60 FEET OF A STREET LINE.
- (3) NO BUILDING OR ACCESSORY USE OTHER THAN A DWELLING OF 19' OR LESS IN HEIGHT.
- (4) 50% OF PARCEL IS SERVICED BY TOWN WATER AND SEWER.
- (5) CONTIGUOUS BUILDABLE AREA SHALL NOT INCLUDE ANY WETLANDS OR 20 PERCENT OF 20 PERCENT.

REQUIRED PARKING
1 SPACE/UNIT * 90 UNITS
= 90 SPACES

PROVIDED PARKING
TOTAL PROVIDED PARKING
= 100 SPACES

PROVIDED EV PARKING
EV PARKING SPACES
= 4 SPACES

EV READY PARKING SPACES
TOTAL PROVIDED EV SPACES
= 16 SPACES
= 20 SPACES

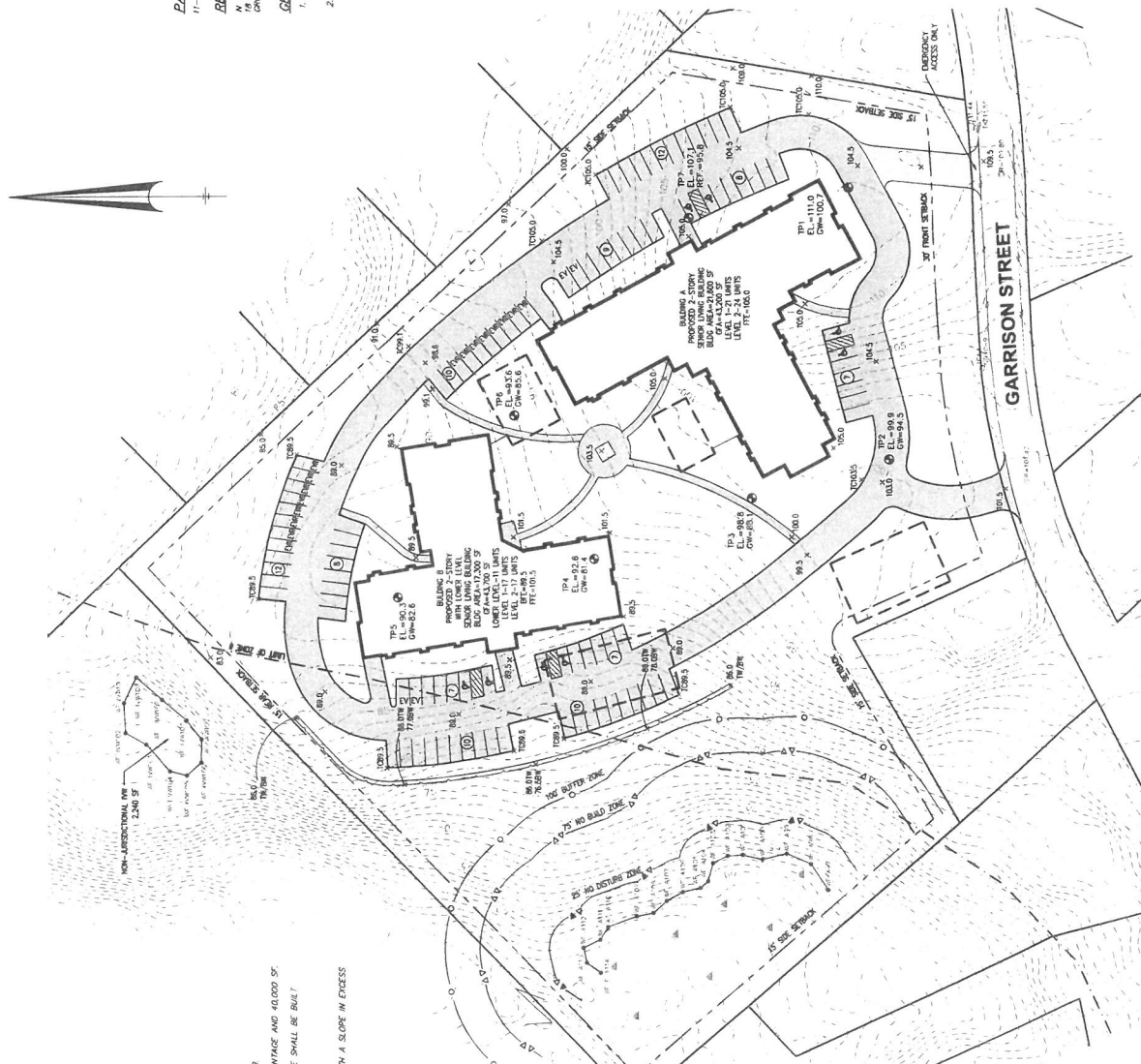
REQUIRED PARKING
1 SPACE/UNIT * 90 UNITS
= 90 SPACES

PROVIDED PARKING
TOTAL PROVIDED PARKING
= 100 SPACES

PROVIDED EV PARKING
EV PARKING SPACES
= 4 SPACES

EV READY PARKING SPACES
TOTAL PROVIDED EV SPACES
= 16 SPACES
= 20 SPACES

PROPERTY LINE	PROPERTY LINE
—A—	—A—
LIMIT OF 25-FOOT NO DISTURB ZONE	LIMIT OF 25-FOOT NO DISTURB ZONE
—B—	—B—
LIMIT OF 75-FOOT NO BUILD ZONE	LIMIT OF 75-FOOT NO BUILD ZONE
—C—	—C—
LIMIT OF 100-FOOT BUFFER ZONE	LIMIT OF 100-FOOT BUFFER ZONE
—D—	—D—
LIMIT OF WETLAND	LIMIT OF WETLAND
CONTIGUOUS	CONTIGUOUS
—E—	—E—
LIMIT OF ZONE 1 WETLAND PROTECTION AREA	LIMIT OF ZONE 1 WETLAND PROTECTION AREA
—F—	—F—
BUILDING	BUILDING
—G—	—G—
EDGE OF PARCELS	EDGE OF PARCELS
—H—	—H—
POTENTIAL DRAINAGE AREA	POTENTIAL DRAINAGE AREA
EV	ELECTRIC VEHICLE PARKING SPACE
—I—	—I—
EV	ELECTRIC VEHICLE READY PARKING SPACE
—J—	—J—
EV	EV



Bethany Community Services

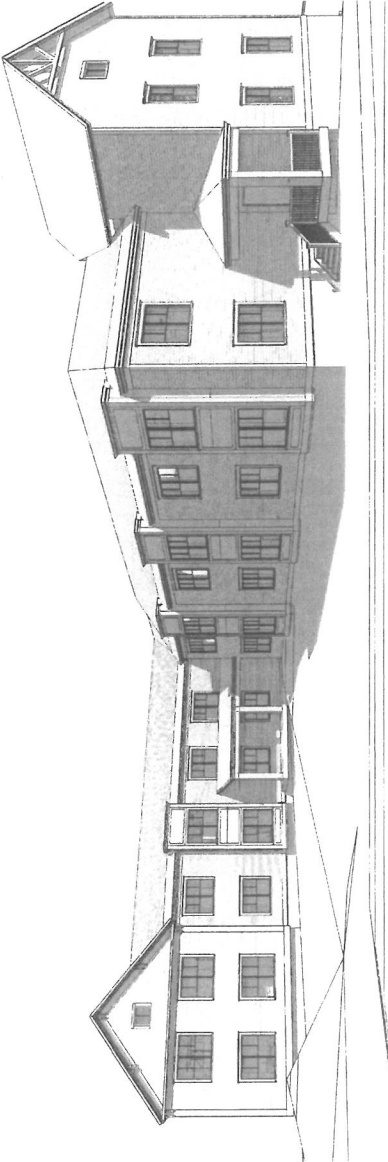
New Construction

36 Garrison Street Groveland MA

Project Status: Project Eligibility Filing
May 22, 2024

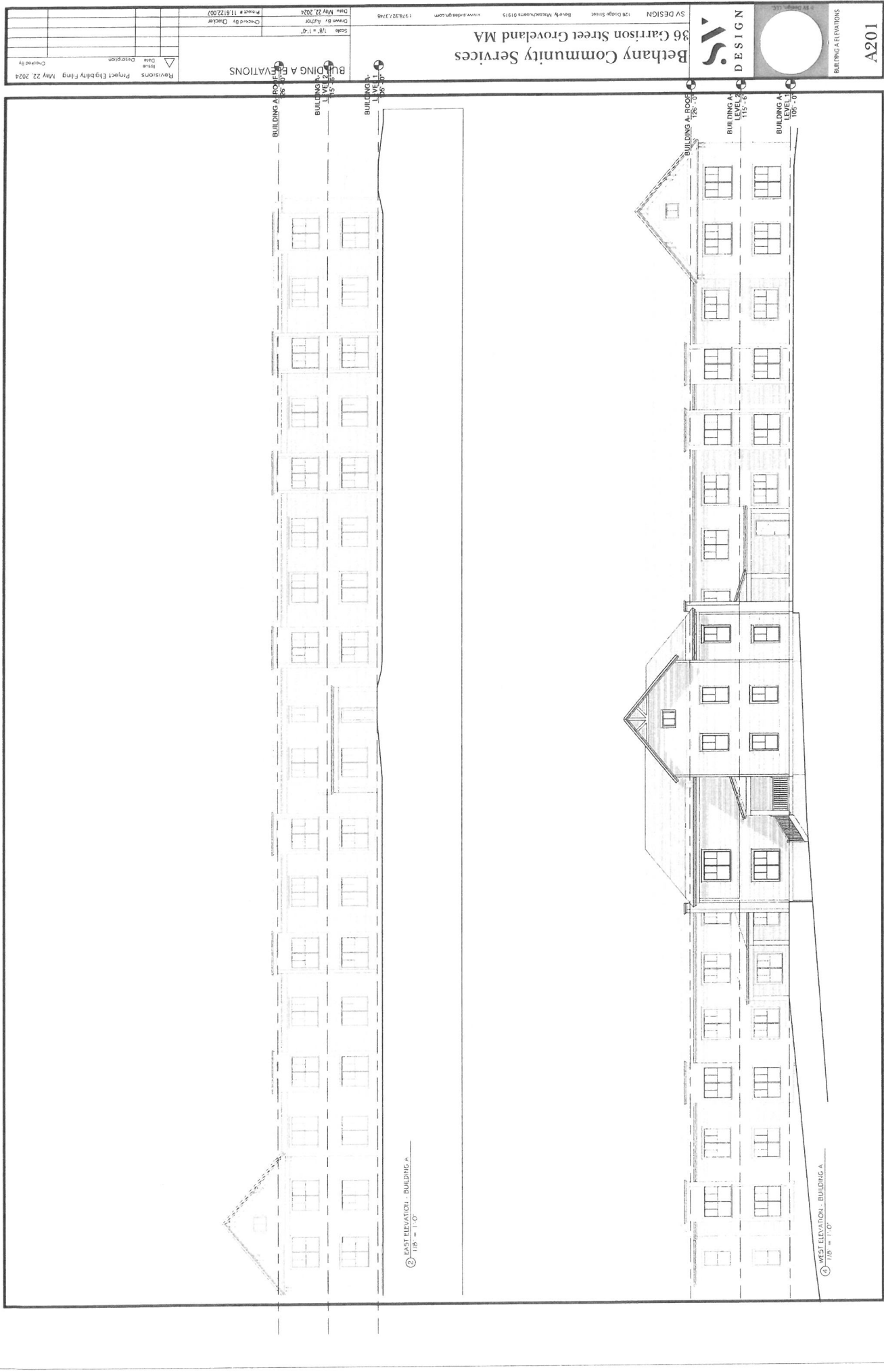
BUILDING A:
TOTAL BUILDING AREA: 41,717 SF
FIRST FLOOR: 20,929 SF
SECOND FLOOR: 20,788 SF
UNIT COUNT: 45 UNITS
ACCESSIBLE UNITS: 3

BUILDING B:
TOTAL BUILDING AREA: 44,517 SF
BASEMENT: 12,096 SF
FIRST FLOOR: 16,204 SF
SECOND FLOOR: 16,217 SF
UNIT COUNT: 45 UNITS
ACCESSIBLE UNITS: 2



Sheet Number	Sheet Name	Comments	Revised #
ARCHITECTURAL			
A101	BUILDING A - 1ST FLOOR PLAN		1
A102	BUILDING A - 2ND FLOOR PLAN		1
A103	BUILDING B - 1ST FLOOR PLAN		1
A104	BUILDING B - 2ND FLOOR PLAN		1
A105	BUILDING B - 3RD FLOOR PLAN		1
A106	BUILDING B - 4TH FLOOR PLAN		1
A107	BUILDING B - 5TH FLOOR PLAN		1
A108	BUILDING B - 6TH FLOOR PLAN		1
A109	BUILDING B - 7TH FLOOR PLAN		1
A110	BUILDING B - 8TH FLOOR PLAN		1
A111	BUILDING B - 9TH FLOOR PLAN		1
A112	BUILDING B - 10TH FLOOR PLAN		1
A113	BUILDING B - 11TH FLOOR PLAN		1
A114	BUILDING B - 12TH FLOOR PLAN		1
A115	BUILDING B - 13TH FLOOR PLAN		1
A116	BUILDING B - 14TH FLOOR PLAN		1
A117	BUILDING B - 15TH FLOOR PLAN		1
A118	BUILDING B - 16TH FLOOR PLAN		1
A119	BUILDING B - 17TH FLOOR PLAN		1
A120	BUILDING B - 18TH FLOOR PLAN		1
A121	BUILDING B - 19TH FLOOR PLAN		1
A122	BUILDING B - 20TH FLOOR PLAN		1
A123	BUILDING B - 21ST FLOOR PLAN		1
A124	BUILDING B - 22ND FLOOR PLAN		1
A125	BUILDING B - 23RD FLOOR PLAN		1
A126	BUILDING B - 24TH FLOOR PLAN		1
A127	BUILDING B - 25TH FLOOR PLAN		1
A128	BUILDING B - 26TH FLOOR PLAN		1
A129	BUILDING B - 27TH FLOOR PLAN		1
A130	BUILDING B - 28TH FLOOR PLAN		1
A131	BUILDING B - 29TH FLOOR PLAN		1
A132	BUILDING B - 30TH FLOOR PLAN		1
A133	BUILDING B - 31ST FLOOR PLAN		1
A134	BUILDING B - 32ND FLOOR PLAN		1
A135	BUILDING B - 33RD FLOOR PLAN		1
A136	BUILDING B - 34TH FLOOR PLAN		1
A137	BUILDING B - 35TH FLOOR PLAN		1
A138	BUILDING B - 36TH FLOOR PLAN		1
A139	BUILDING B - 37TH FLOOR PLAN		1
A140	BUILDING B - 38TH FLOOR PLAN		1
A141	BUILDING B - 39TH FLOOR PLAN		1
A142	BUILDING B - 40TH FLOOR PLAN		1
A143	BUILDING B - 41ST FLOOR PLAN		1
A144	BUILDING B - 42ND FLOOR PLAN		1
A145	BUILDING B - 43RD FLOOR PLAN		1
A146	BUILDING B - 44TH FLOOR PLAN		1
A147	BUILDING B - 45TH FLOOR PLAN		1
A148	BUILDING B - 46TH FLOOR PLAN		1
A149	BUILDING B - 47TH FLOOR PLAN		1
A150	BUILDING B - 48TH FLOOR PLAN		1
A151	BUILDING B - 49TH FLOOR PLAN		1
A152	BUILDING B - 50TH FLOOR PLAN		1
A153	BUILDING B - 51ST FLOOR PLAN		1
A154	BUILDING B - 52ND FLOOR PLAN		1
A155	BUILDING B - 53RD FLOOR PLAN		1
A156	BUILDING B - 54TH FLOOR PLAN		1
A157	BUILDING B - 55TH FLOOR PLAN		1
A158	BUILDING B - 56TH FLOOR PLAN		1
A159	BUILDING B - 57TH FLOOR PLAN		1
A160	BUILDING B - 58TH FLOOR PLAN		1
A161	BUILDING B - 59TH FLOOR PLAN		1
A162	BUILDING B - 60TH FLOOR PLAN		1
A163	BUILDING B - 61ST FLOOR PLAN		1
A164	BUILDING B - 62ND FLOOR PLAN		1
A165	BUILDING B - 63RD FLOOR PLAN		1
A166	BUILDING B - 64TH FLOOR PLAN		1
A167	BUILDING B - 65TH FLOOR PLAN		1
A168	BUILDING B - 66TH FLOOR PLAN		1
A169	BUILDING B - 67TH FLOOR PLAN		1
A170	BUILDING B - 68TH FLOOR PLAN		1
A171	BUILDING B - 69TH FLOOR PLAN		1
A172	BUILDING B - 70TH FLOOR PLAN		1
A173	BUILDING B - 71ST FLOOR PLAN		1
A174	BUILDING B - 72ND FLOOR PLAN		1
A175	BUILDING B - 73RD FLOOR PLAN		1
A176	BUILDING B - 74TH FLOOR PLAN		1
A177	BUILDING B - 75TH FLOOR PLAN		1
A178	BUILDING B - 76TH FLOOR PLAN		1
A179	BUILDING B - 77TH FLOOR PLAN		1
A180	BUILDING B - 78TH FLOOR PLAN		1
A181	BUILDING B - 79TH FLOOR PLAN		1
A182	BUILDING B - 80TH FLOOR PLAN		1
A183	BUILDING B - 81ST FLOOR PLAN		1
A184	BUILDING B - 82ND FLOOR PLAN		1
A185	BUILDING B - 83RD FLOOR PLAN		1
A186	BUILDING B - 84TH FLOOR PLAN		1
A187	BUILDING B - 85TH FLOOR PLAN		1
A188	BUILDING B - 86TH FLOOR PLAN		1
A189	BUILDING B - 87TH FLOOR PLAN		1
A190	BUILDING B - 88TH FLOOR PLAN		1
A191	BUILDING B - 89TH FLOOR PLAN		1
A192	BUILDING B - 90TH FLOOR PLAN		1
A193	BUILDING B - 91ST FLOOR PLAN		1
A194	BUILDING B - 92ND FLOOR PLAN		1
A195	BUILDING B - 93RD FLOOR PLAN		1
A196	BUILDING B - 94TH FLOOR PLAN		1
A197	BUILDING B - 95TH FLOOR PLAN		1
A198	BUILDING B - 96TH FLOOR PLAN		1
A199	BUILDING B - 97TH FLOOR PLAN		1
A200	BUILDING B - 98TH FLOOR PLAN		1
A201	BUILDING B - 99TH FLOOR PLAN		1
A202	BUILDING B - 100TH FLOOR PLAN		1





Bethany Community Services
36 Garrison Street
Groveland MA

DESIGN

SV DESIGN 128 Dugan Street
Beverly, Massachusetts 01915
www.svdesign.com 978.927.2348

Drawn By: Author
Date: May 22, 2024
Checked By: Checker
Project # 116122002

Revisions

Rev	Date	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Project: Bethany Community Services
Drawing: 116122002
Date: May 22, 2024

Sheet: 1/8" = 1'-0"



Attachment 3: Evidence of Site Control

An option agreement between Owner and Bethany will be supplemented as a part of this filing. Note that Bethany intends to assign all rights to a single purpose entity in order to facilitate the Applicant's receipt of Project funding, including but not limited to Low Income Housing Tax Credit funding, and the entity will be compliant as a limited dividend organization as required by 760 CMR 56.04.

Attachment 4: Evidence of Local Support

Note: Letters of support from the Town are being sought, and will be supplemented as they may be received.

***Attachment 5: Evidence of
Delivery to Chief Elected
Official***

June 6, 2023

BY HAND

Kathleen Kastrinelis, Chair
Select Board
c/o Rebecca Oldham, Town Administrator
Town of Groveland
Town Hall
183 Main Street
Groveland, MA 01834

RE: Notice of Chapter 40B Project Eligibility Letter
Applicant: Bethany Communities, Inc.
Project: Garrison Village
Subsidy: Low Income Housing Tax Credit (LIHTC) Program
Property: 36 Garrison Street, Groveland

Dear Ms. Kastrinelis and Ms. Oldham:

On behalf of Bethany Communities, Inc. ("Bethany" or the "Applicant"), enclosed please find an Application for Project Eligibility Letter submitted to the Executive Office of Housing and Livable Communities (EOHLC) in compliance with MGL c. 40B, Sections 20-23, and regulations at 760 CMR 56.00 (collectively, "40B"). The proposed residential community, to be known as Garrison Village, is a proposed rental housing project including 90 units of rental housing for seniors (62+) to be located on a 6.7 acre parcel of land known as 36 Garrison Street currently owned by the N. Woodburn Nichols Foundation, Inc. Access to the Project will be via Garrison Street. As further described in the enclosed Application materials, the proposed community will align strongly with Groveland's commitment to provide affordable housing to seniors aged 62 years or older. The Applicant is requesting that EOHLC issue a Project Eligibility Letter pursuant to the subsidy program known as the Low Income Housing Tax Credit Program, and the proposed senior housing units will be available to households at a variety of income levels, including 30% and 60% of Area Median Income (AMI), and include market rate units.

On behalf of the Applicant, we look forward to working with you and other Town officials and the public on this proposal. If you have any questions, please feel free to contact Jered Stewart of Bethany at and/or myself at the email address in my letterhead. Thank you.

Sincerely,


John T. Smolak

cc: Edward M. Augustus Jr., Secretary, Executive Office of Housing and Livable Communities
Rebecca Frawley Wachtel, Tax Credit Program Manager, EOHLC
Philip DeMartino, EOHLC
Jered F. Stewart, President and CEO, Bethany Communities, Inc.
Maura Camosse Tsongas, Stone Soup Collaborative LLC

***Attachment 6: Evidence of
Notice to EOHLC***

June 6, 2024

**BY CERTIFIED MAIL:
RETURN RECEIPT REQUESTED**

Mr. Edward M. Augustus Jr., Secretary
Executive office of Housing and Livable
Communities ("EOHLC") (Formerly
the Department of Housing and
Community Development)
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

RE: Notice of Chapter 40B Project Eligibility Letter
Applicant: Bethany Communities, Inc.
Project: Garrison Village
Subsidy: Low Income Housing Tax Credit (LIHTC) Program
Property: 36 Garrison Street, Groveland

Dear Secretary Augustus:

On behalf of our client, Bethany Communities, Inc. (the "Applicant"), we are hereby notifying the Executive Office of Housing and Livable Communities ("EOHLC"), as successor to the Department of Housing and Community Development, pursuant to 310 CMR 56.04(2), of the Applicant's filing of a Project Eligibility Application for a proposed 90-unit rental housing community for seniors age 62+ at the property known and numbered as 36 Garrison Street in Groveland (the "Project"). The Applicant is requesting that EOHLC issue a Project Eligibility Letter pursuant to the Low Income Housing Tax Credit Program.

We look forward to working with you on this proposed Project. Please do not hesitate to reach out to me directly with any questions or comments regarding the Project or the enclosed. Thank you.

Sincerely,


John T. Smolak

cc: Philip DeMartino, EOHLC
Rebecca Frawley Wachtel, Tax Credit Program Manager, EOHLC
Kathleen Kastrinelis, Chair, Select Board, Town of Groveland
Rebecca Oldham, Town Administrator, Town of Groveland
Jered F. Stewart, President and CEO, Bethany Communities, Inc.
Maura Camosse Tsongas, Stone Soup Collaborative LLC

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Certified Mail Fee \$4.40

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.68

Total Postage and Fees

\$8.73

Sent To

MR EDWARD AUGUSTUS

Street and Apt. No., or PO Box No.

100 Cambridge St. Suite 300

City, State, ZIP+4®

Boston MA 02114

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

0845

02

Postmark
Here

NJP

06/06/2024

6595 8610 0000 0610 2102

Mass General Law (MGL) Chapter 40B, What You Need to Know

To put it simply, MGL Chapter 40B is a state statute that allows Zoning Board of Appeals (ZBA) to approve affordable housing developments under more flexible rules than the Town's Zoning Bylaws, if at least 20-25% of those units have long-term affordability restrictions.

Developers are able to apply for a Comprehensive Permit (more on the application process below) and seek relief from some local zoning to create affordable multi-family housing in areas that towns sometimes don't allow for that type of housing. Depending on the community's Subsidized Housing Inventory, Towns may or may not be required to issue a Comprehensive Permit. A community can deny a Comprehensive Permit application if they are able to claim Safe Harbor, generally the easiest way to claim Safe Harbor is if the existing SHI is more than 10% of the total number of housing units reported in the most recent federal census. If a community does not have 10%, then they are required to hear and issue a Comprehensive Permit, unless the project has serious building and site design deficiencies that cannot be rectified with approval, concerns with the health and safety of residents of the proposed housing, etc. These concerns must be valid, compelling, and documented, otherwise it is very likely the Housing Appeals Committee (HAC) will overturn the denial.

Please see the graphic below for more information on how the 40B process progresses with the Town. If you have any questions on this topic, please feel free to reach out to the Executive Coordinator, Annie Schindler – 978.556.7214 ashcindler@grovelandma.com.

* Comprehensive Permit – A consolidated local review and approval process that empowers the ZBA to hold hearing and make decisions that encompass all local bylaws and regulations for low-or moderate-income housing.

* Subsidized Housing Inventory – The list compiled by the Executive Office of Housing and Livable Communities that tracks the amount of Low- or Moderate-Income Housing in Town.

* Safe Harbor – Conditions under which the ZBA's decision to deny a Comprehensive Permit that will qualify as consistent with local needs and not be overturned by the Housing Appeals Committee.

* Housing Appeals Committee – Has the power to affirm, modify, or overturn local decisions.

* Subsidizing Agency: MassHousing, Massachusetts Housing Partnership, Executive Office of Housing and Livable Communities, MassDevelopment.

* Project Eligibility Letter Application: Shows pre-qualification requirements of the developer. Includes site location and description, proposed buildings and approximate number of units, conceptual plan, etc.

Project Eligibility Letter

- The Applicant submits a Project Eligibility Letter (PEL) Application to a Subsidizing Agency.
- The Subsidizing Agency reviews the PEL for completeness.

Agency Notifies Local Officials

- If the Subsidizing Agency finds the application complete, they send out a "30-day comment letter" to the municipality asking them to submit comments on the proposed development.
- The Agency schedules a site visit and invites the municipality to attend.

Agency Issues a Project Eligibility Letter

- The Agency will review the PEL Application and comments submitted by the municipality.
- The Agency will issue a PEL if the agency can make the necessary findings outlined in the 40B Regulations (760 CMR 56.04 (4)).

Developer Prepares Comprehensive Permit Application

- Once the Developer receives their PEL, they can begin to prepare their Comprehensive Permit Application. This includes additional engineering, project design, traffic studies, etc.
- The Developer can submit the Comprehensive Permit Application within two years of receiving their PEL.

Comprehensive Permit Application

- The Developer submits the Comprehensive Permit Application with the municipality.
- At this time, the Town is able to apply for Technical Assistance with the Mass Housing Partnership.

Comprehensive Permit Hearing

- A legal notice will be published in a local newspaper and abutters to the property will be notified by mail of the time and place of the first public hearing for the Comprehensive Permit Application.
- The hearing takes place with the Zoning Board of Appeals.
- The Board conducts the hearing, closes the public hearing, deliberates, and then issues a Comprehensive Permit Decision.

Final Approval

- Assuming a favorable Comprehensive Permit Decision and no appeal, the Developer prepares a Final Approval application and submits it to the Subsidizing Agency.
- Assuming the Subsidizing Agency approves the Final Approval application, the Developer prepares final engineering that satisfies the Comprehensive Permit Decision, and a building permit is issued.

Town of Groveland

Zoning Board of Appeals

183 Main Street
Groveland, MA 01834



Christopher Goodwin, Chair
Jason Naves
John Stokes II
Brad Ligols
John Grohol

APPROVED X-X-2024

Board/Committee Name: ZONING BOARD OF APPEALS 2
Date: Wednesday, May 1, 2024 3
Time of Meeting: 7:30 PM
Location: 183 Main Street, Groveland, MA 01834

Present: John Grohol, Chris Goodwin, Jason Naves, Brad Ligols, John Stokes II

Absent:

Staff Present: Annie Schindler (Town Planner & Conservation Agent)

Public Present: Sarah Sheehan McGrath, Jay Ogden

NOTE: Minutes are not a transcript. A video recording of this meeting can be found on the Towns YouTube page.

MOTION: Ligols motions to open the meeting. Grohol seconds the motion. Voting aye; Grohol, Ligols, Goodwin, Naves, Stokes II. The motion passes unanimously.

PUBLIC HEARING:

NEW: Application #2024-6 441 MAIN STREET (ESTY PARK) – A public hearing in accordance with General Laws, Chapter 40A, as amended, for Application #2024-6 made by Esty Park Trust, Eric Harper Trustee, 8 Federal Way, Groveland MA for the premises located at 441 Main Street, Groveland, Map 24 Lot 9, located in the Residential 2 (R2) Zoning District to modify Special Permit #2014-4 to add an additional building to the Property.

Goodwin: Reads the above notice.

Ogden: I'm here as a representative for Esty Park Trust. As many of you know, Esty Park used to be a lumber park and hardware store. There were many uses there. Abutters at the time were apprehensive about the change of use so in 2017 there was a ZBA special permit that was issued to clarify the uses and operations. The property has been managed by Esty Park Trust for 10 years now and has been a good neighbor and a contributor to the local economy. We think this new building is within the parameters of the site and the previously established uses.

Ligols: How many square feet of coverage are the existing buildings on the site?

Ogden: The total area is 17 acres, there is approximately a little under 70,000 sqft of buildings existing, which is about 9.4% lot coverage, and the zone allows for 25%.

Grohol: What is the occupancy rate of the Park?

Ogden: This building is being built to accommodate a waitlist of people who would like to be there.

Ligols: Is that going to reach the maximum outlined in the 2014 permit?

Ogden: I believe that decision took the total of the buildings at the time and used that to establish a baseline, but that is subject to change depending on your prerogative. There was an additional permit that was issued in 2017 that separated the site into a Phase I and Phase II, I'm unclear whether anyone would think that Phase I & II have been initiated. Phase II was going to provide for an additional 17,000 sqft of building coverage. But those buildings have not been built.

Goodwin: How many employees are there now?

Ogden: I believe Esty Park employees three people, and then there are tenants. I'm not sure how many leased tenants there are.

Goodwin: We're looking to make sure that tenants have enough staff onsite.

Ligols: What is the intent of the new building?

Ogden: It was to provide 4 garage style bays to house commercial equipment of various types. It allows for commercial vehicles to be stored inside. Contractors, vehicle storage, electricians, plumbers, etc.

Grohol: You mentioned something about a 2017 decision? You didn't provide us with the 2017 decision.

Ogden: There is some confusion about whether the 2017 decision is active. It established the existing buildings as Phase I and three new buildings, closest to Wharf Lane, as Phase II. This isn't a replacement for Phase II, but it is a stopgap so that they don't have to build Phase II.

Goodwin: I would like to see the 2017 decision.

Ogden: The 2017 decision wasn't acted upon within 3 years, so it is no longer active.

Grohol: Regardless of whether it is expired or not, it is important for context. Helps to see the whole picture.

Planner: The decision is #2017-1.

Ogden: The history of this is tumultuous. I have Application 2016-8 which was voted on, approved, and recorded, but then voided by land court, which is why I didn't include that. The 2017 decision establishes a lot of the operations that were going on at the time.

Naves: The 2017 decision, was any of this built?

Ogden: I believe the new construction shown on that plan, the three buildings, is Phase II. Those three buildings have not been built.

Ligols: The 2014 decision states that the maximum square footage is limited to 57,669 sqft, and existing on March 14th...

Grohol: In the 2017 decision they approved 87,280 sqft of space.

Ligols: But that doesn't matter anymore because that permit has lapsed.

Ogden: I should clarify that my statement that the permit has lapsed is one of those grey areas for special permits. The 2014 permit doesn't provide for any construction, so it's hard to say has the work begun? Because there is no real work detailed. It is just clarifying the uses that are ongoing. With Phase I which was ongoing it just consolidated and clarified the uses that were ongoing and for additional uses to be added on with Phase II.

Sheehan McGrath: You're saying there's a maximum amount of three employees, but in the front office they are allowed to use that as an operating front to have business meetings in there. So, they are kind of running a business out of there which is a grey area that I don't like. I don't know if you're aware of that.

Ligols: They have a conference room people can rent and use?

Goodwin: Yes, the building at the front is office space.

Ogden: Both decisions refer to it and specific uses that could happen in this building and then uses that would be within the fenced contractor yard.

Grohol: The 2017 decision notes that the front building will be used as office and/or small business support storage.

Sheehan McGrath: Another comment – I know there were a lot of concerns for the neighbors on Wharf Drive when they were proposing to put in homes, they were very tall. I know it's not a concern now, but I just want to state it. And another comment – the signs were a little dirty and the green tarp was loose, and everything looks really nice and neat right now, before this meeting.

Board: We would like time to digest the materials presented this evening.

MOTION: Ligols motions to move the hearing to June 5th. Grohol seconds the motion. Voting aye; Ligols, Goodwin, Grohol, Naves, Stokes II. The motion passes unanimously in favor.

MINUTES: Approval of the April 23, 2024, meeting minutes.

MOTION: Ligols motions to accept the minutes. Grohol seconds the motion. Voting aye; Ligols, Goodwin, Grohol, Naves, Stokes II. The motion passes unanimously in favor.

TOWN PLANNER UPDATE

Planner: For upcoming projects, the field over on Garrison St, there are people working out there now. There is a chance that the Board will see an application for affordable 55 and older housing. It would be through a 40B process, but friendly.

96
97 **OTHER ITEMS NOT REASONABLE ANTICIPATED AT TIME OF POSTING**

98 *None.*

99
100 **NEXT MEETING:** June 5, 2024

101
102 **ADJOURNMENT**

103 **MOTION:** Goodwin motions to adjourn the meeting at 8:04 PM. Stokes II seconds the motion. Voting
104 aye; Naves, Goodwin, Grohol, Stokes II. Voted unanimously in favor, the motion passes.

105
106 Respectfully submitted,
107 Annie Schindler, Town Planner & Conservation Agent

Town of Groveland

Zoning Board of Appeals

183 Main Street
Groveland, MA 01834



Christopher Goodwin, Chair
Jason Naves
John Stokes II
Brad Ligols
John Grohol

APPROVED X-X-2024

Board/Committee Name: ZONING BOARD OF APPEALS 2
Date: Wednesday, June 5, 2024 3
Time of Meeting: 7:30 PM
Location: 183 Main Street, Groveland, MA 01834

Present: John Grohol, Chris Goodwin, Jason Naves, John Stokes II

Absent: Brad Ligols

Staff Present: Annie Schindler (Town Planner & Conservation Agent)

Public Present: Sarah Sheehan McGrath, Jay Ogden, Bill Daley

NOTE: Minutes are not a transcript. A video recording of this meeting can be found on the Towns YouTube page.

MOTION: Naves motions to open the meeting. Grohol seconds the motion. Voting aye; Grohol, Stokes II, Goodwin, Naves. The motion passes unanimously.

PUBLIC HEARING:

NEW: Application #2024-6 441 MAIN STREET (ESTY PARK) – A public hearing in accordance with General Laws, Chapter 40A, as amended, for Application #2024-6 made by Esty Park Trust, Eric Harper Trustee, 8 Federal Way, Groveland MA for the premises located at 441 Main Street, Groveland, Map 24 Lot 9, located in the Residential 2 (R2) Zoning District to modify Special Permit #2014-4 to add an additional building to the Property.

Goodwin: Reads the above notice.

Ogden: I'm here representing Esty Park Trust. Last time we met you asked how many users were in the building. There are approximately 30 tenants that fluctuate month to month and use the property in accordance with the special permit issued by this Board. Mostly for small business storage and support.

Naves: There is a lot of information that makes it confusing. I'm not opposed to the usage, but I think to make sure we can have comprehensive conditions set, I think it would make sense to have the Planner put that together to discuss with the applicant. A sort of summary of all the different permits in one, so moving forward it is clean and concise.

Goodwin: I agree, I don't think an additional building changes the scope or the intent.

Grohol: I agree I think the building is consist with the other uses of the property. I would be inclined to approve it, but I would like to make sure we aren't overlooking anything.

Ogden: That sounds like a reasonable approach.

MOTION: Grohol motions to continue the meeting to July 10th. Naves seconds the motion. Voting aye; Grohol, Stokes II, Goodwin, Naves. The motion passes unanimously.

SEWELL STREET: Insubstantial changes to the plan previously approved. These changes include Relocation of access for the development and associated changes to drainage, and the correction of an error in the Decision to change the number of bedrooms from 298 to 312.

Daley: We are moving the entrance to the front through Mr. Ryan's property, and we are going to delete Nelson St in its entirety. We're going to do a 30 foot road all the way up to around the bend where it opens to the main parking lot. And it eliminates the need for Nelson St with that. We submitted a traffic study, and it makes the line of sight better with the cars parked at Greenwood's. There is also enough

room to see with the entrance at Chesterton. There will be some drainage manholes changes and there is going to be a small pond at the base of Sewell St.

Naves: My biggest concerns is Sewell St and your driveway and how close together they are.

Daley: I think it is about 75ft, usually they aren't concerned with anything unless it's under 50 ft. I can have my traffic engineer add that to the letter. There is only one property that would be accessing that.

Naves: Has TEC reviewed the traffic report and stormwater yet?

Planner: No, they have not completed it yet.

Naves: Other than that, I think it's great.

Goodwin: I agree.

Stokes II: So, are you increasing the number of units?

Daley: We aren't increasing the number of units; we are just clarifying the number of bedrooms. There were always 312 bedrooms, but this was just a typo in the decision.

MOTION: Naves motions to continue this to the July 10th meeting. Grohol seconds the motion. Voting aye; Grohol, Stokes II, Goodwin, Naves. The motion passes unanimously.

MINUTES: Approval of the May 1, 2024, meeting minutes.

Planner: Apologies, I forgot to attach the minutes to the meeting packet, I will send them for the next meeting.

TOWN PLANNER UPDATE

Planner: Departments has a Technical Review Conference with a potential buyer of Cederdale. They are looking to turn it into a youth sports hub. The timeline to be able to do that is ticking because Cedardale is a non-confirming use in a residential area, and it will lose its non-confirming status in February 2025. We also had a Technical Review Conference with the development team for 36 Garrison St, they are looking to provide affordable older adult housing.

OTHER ITEMS NOT REASONABLE ANTICIPATED AT TIME OF POSTING

None.

NEXT MEETING: July 10th, 2024

ADJOURNMENT

MOTION: Goodwin motions to adjourn the meeting at 7:53 PM. Naves seconds the motion. Voting aye; Naves, Goodwin, Grohol, Stokes II. Voted unanimously in favor, the motion passes.

Respectfully submitted,

Annie Schindler, Town Planner & Conservation Agent