

Massachusetts, having an address at Peabody City Hall, 24 Lowell Street, Peabody, Massachusetts 01960 (the "City").

BACKGROUND

- A. The Grantor holds or will acquire legal title to the Property and intends to rehabilitate and acquire a 284-unit rental housing development, consisting of three residential buildings and one management office, at the Property (the "Project").
- B. As a condition of the Loan, the Grantor has agreed that this Restriction be imposed upon the Property as a covenant running with the land and binding upon any successor to the Grantor, as owner thereof.

RESTRICTIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants as follows:

1. **Definitions.** Capitalized terms used herein are defined herein and in Exhibit D attached hereto.
2. **Use Restrictions.** The Property shall be reserved and used for the Permitted Uses and for no other purpose. The Restricted Units shall include at least 20 Studio Units, 195 one-bedroom Units and 20 two-bedroom Units. If during the Term the MRVP Contract is not renewed at the end of its term or is terminated or otherwise is no longer in full force and effect, the Holders will consider a request by the Grantor to modify the mix of Restricted Units by converting Extremely Low Income Units to Very Low Income Units or Low Income Units. A decision by the Holders on such a request shall take into consideration the financial viability of the Property and shall be made in the sole reasonable discretion of the Participating Lenders who have required such Extremely Low Income Units, as shown on Exhibit C. The Property also shall include at least fifteen (15) Units accessible to individuals with mobility impairments and at least four (4) additional Units accessible to individuals with sensory impairments. Each Unit shall contain complete facilities for living, sleeping, eating, cooking and sanitation that are to be used on other than a transient basis. Each Unit shall meet the housing quality standards set forth in the regulations of HUD at 24 C.F.R. §982.401 or any successor thereto, the accessibility requirements at 24 C.F.R. Part 8 or any successor thereto (which implement Section 504 of the Rehabilitation Act of 1973), and, if applicable, the design and construction requirements of 24 C.F.R. §100.205 or any successor thereto (which implement the Fair Housing Act). The Restricted Units shall be of comparable quality to the other Units at the Property. The Restricted Units shall be dispersed evenly throughout the buildings comprising the Improvements. Throughout the term hereof, the Grantor shall maintain the Property and the Improvements in good, safe and habitable condition in all respects and in full compliance with all applicable laws, by-laws, rules and regulations of any governmental (or quasi-governmental) body with jurisdiction over matters concerning the condition of the Property.

3. Occupancy Restrictions. The following restrictions shall apply during the period commencing with the first date on which any Units are occupied and continuing for the balance of the term of this Restriction, subject always to any applicable rent restrictions of the federal low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended, and any provision herein that conflicts with the requirements of the federal low-income housing tax credit program shall be suspended so long as the restrictions under the federal low income housing tax credit program are in effect.

- A. Moderate Income Units.** At least 35 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Moderate Income Families ("Moderate Income Units"). The monthly rent charged to a Family occupying a Moderate Income Unit shall be one-twelfth of thirty percent (30%) of eighty percent (80%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Moderate Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and (i) until such time as the Property again has the required number of Income-qualified Families at all income levels hereunder, must pay as monthly rent the Over-income Rent and (ii) once the Property again has the required number of income-qualified Families at all income levels hereunder, such Family's Unit shall, from and after the expiration of the then-current term of such Family's lease, no longer be deemed a Restricted Unit hereunder.
- B. Low Income Units.** At least 165 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Low Income Families ("Low Income Units"). The monthly rent charged to a Family occupying such Low Income Unit shall not exceed an amount equal to (x) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI, minus (y) if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds sixty percent (60%), but does not exceed eighty percent (80%) of the Family-size Adjusted AMI, shall continue to be treated as a Low Income Family and the foregoing maximum rent shall continue to apply to such Family. A Family who resides in a Restricted Unit, who qualified as a Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and (i) until such time as the Property again has the required number of income-qualified Families at all income levels hereunder must pay as monthly rent the Over-income Rent and (ii) once the Property again has the required number of income-qualified Families at all income levels hereunder, such Family's Unit shall, from and after the expiration of the then-current term of such Family's lease, no longer be deemed a Restricted Unit hereunder.

- C. Extremely Low Income Units.** At least 35 of the Units of the types shown on Exhibit C attached hereto shall be leased exclusively to Extremely Low Income Families ("Extremely Low Income Units"). The monthly rent charged to a Family occupying an Extremely Low Income Unit shall be one-twelfth of thirty percent (30%) of thirty percent (30%) of the Bedroom Adjusted AMI, minus, if applicable, an allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds thirty percent (30%), but does not exceed fifty percent (50%) of the Family-size Adjusted AMI, shall continue to be treated as an Extremely Low Income Family but, from and after the expiration of the then-current term of such Family's lease, must pay as monthly rent the Over-income Rent. A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds fifty percent (50%), but does not exceed eighty percent (80%), of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, be treated as a Low Income Family and must pay as monthly rent the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of sixty percent (60%) of the Bedroom Adjusted AMI (minus, if applicable, an allowance established by the Holders for any utilities and services [excluding telephone] to be paid by the occupying Family) A Family who resides in a Restricted Unit, who qualified as an Extremely Low Income Family at the time of such Family's initial occupancy at the Property and whose Household Income exceeds eighty percent (80%) of the Family-size Adjusted AMI, shall, from and after the expiration of the then-current term of such Family's lease, no longer be treated as an income-qualified Family and (i) until such time as the Property again has the required number of income-qualified Families at all income levels hereunder must pay as monthly rent the Over-income Rent and (ii) once the Property again has the required number of income-qualified Families at all income levels hereunder, such Family's Unit shall, from and after the expiration of the then-current term of such Family's lease, no longer be deemed a Restricted Unit hereunder.
- D. Applicable Lease Term, Change of Status.** References in the foregoing provisions of the "then-current term of such Family's lease" shall refer to the term of the lease or occupancy agreement in effect on the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income or, as applicable, the term of the lease or occupancy agreement in effect at the time the Property regains the required number of income-qualified Families. If, with the Holders' consent, the Grantor does not require that a lease be signed for a Restricted Unit (e.g., a property providing short-term transitional housing), the provisions set forth above shall apply, except that the applicable date on which a Family's income-qualified status and/or applicable rent restriction is modified shall be the first day of the month that is at least thirty (30) days following the date of the required delivery of the income certification that reflects (or that, if duly delivered, would have reflected) the applicable increase in such Family's income and the applicable date on which a Restricted Unit's status

is modified shall be the first day of the month that is at least thirty (30) days following the date on which the Property regains the required number of income-qualified Families.

- E. Federal or State Rental Subsidy.** If a Restricted Unit or the Family occupying such Unit receives federal or state rental subsidy, then the Family's contribution towards rent shall be the contribution allowable under the federal or state rental subsidy program and the maximum rent (i.e., tenant contribution plus rental subsidy) shall be the rent allowable under the federal or state rental subsidy program.
- F. Next Available Unit Rule.** If at any time fewer than the required number of Units are leased, rented or occupied by Extremely Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Extremely Low Income Families until the required number of Units occupied by Extremely Low Income Families is again obtained. Subject to the foregoing, if at any time fewer than the required number of Units are leased, rented or occupied by Low Income Families, the next available Units shall all be leased, rented or otherwise made available to Low Income Families until the required number of Units occupied by Low Income Families is again obtained. Subject to the foregoing, if at any time fewer than the required number of Units are leased, rented or occupied by Moderate Income Families, the next available Units shall all be leased, rented or otherwise made available to Moderate Income Families until the required number of Units occupied by Moderate Income Families is again obtained. The foregoing provisions shall be applied so as to maintain a mix of Restricted Units that is comparable in size, features and number of bedrooms to the originally designated Restricted Units (i.e., a Unit will not be considered an available Unit for purposes of this Paragraph if classification of such Unit as a Restricted Unit would cause the then current mix of Restricted Units to no longer be comparable to the original mix of Restricted Units described in Section 2 above and as shown on Exhibit C).
- 4. Rent Schedule.** Except as is set forth in Sections 3.B., 3.C. and 3.E, projected initial monthly maximum rents including utilities for all Restricted Units shall be as set forth in Exhibit B attached hereto. If permitted maximum rents and utility allowances as reflected in the annual schedule of rents and utility allowances issued by DHCD increase prior to initial occupancy of the Project, the initial monthly maximum rents and utility allowances shall be as set forth in the latest schedule issued by DHCD. Notwithstanding the rent restrictions set forth in Section 3 above, the maximum monthly rent permitted to be charged for a Restricted Unit at any particular income level is not required to be lower than the maximum rent applicable at such income level pursuant to Exhibit B or such higher initial maximum rent applicable at such income level pursuant to the immediately preceding sentence, regardless of changes in fair market rents or in median income over time (subject only to the restrictions applicable in the event of any federal or state subsidy, as set forth in Section 3 above). Rents for Restricted Units shall not be increased above applicable maximums without all Holders' prior written approval of a specific request by the Grantor for a rent increase, except for increases implemented in accordance with an annual schedule of maximum rents and allowances issued by DHCD. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least thirty (30) days' prior written notice by the Grantor to all affected Residents and notwithstanding any provision in a lease or occupancy agreement to the contrary, in the event of any increase in the rent payable by

such Residents in connection with an increase in the income of such Residents, consistent with the terms hereof, the Residents shall have the right to terminate their lease or occupancy agreement by written notice to the Grantor delivered within such thirty-day period.

5. Resident Selection.

A. Nondiscrimination. The Grantor shall not discriminate on the basis of race, religious creed, color, sex, age, marital status, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), gender identity, genetic information, veteran status, membership in the armed forces, ancestry, national origin, handicap, blindness, hearing impairment, or because a person possesses a trained guide dog as a consequence of blindness, hearing impairment or other handicap of such person or any other basis prohibited by law in the lease, use and occupancy of the Units or in connection with the employment or application for employment of persons for the operation and management of the Units. The Grantor shall not discriminate against, or refuse to lease, rent or otherwise make available the Units to, a holder of a certificate or voucher under the Federal Rental Certificate Program or the Federal Rental Voucher Program because of the status of the prospective tenant as a holder of such certificate, voucher.

B. Selection Policies. The Grantor shall adopt and submit to the Holders for approval resident selection policies and criteria for the Restricted Units that:

- (i) Are consistent with the purpose of providing housing for a Moderate Income Family, a Low Income Family or an Extremely Low Income Family, as defined below and required herein;
- (ii) Are reasonably related to eligibility of prospective tenants under the Programs and to the prospective tenants' ability to perform the obligations of the Grantor's form lease; and
- (iii) Provide for (x) the selection of Residents from a written waiting list in the chronological order of their application, insofar as practicable, and (y) the prompt written notification to any rejected applicant of the grounds for any rejection.

The Grantor shall also provide the Holders with an affirmative marketing plan acceptable to all Holders. The affirmative marketing plan must comply with all applicable statutes, regulations and executive orders, with all Holders' affirmative marketing requirements and with DHCD's directives reflecting the agreement between DHCD and HUD in the case of NAACP, Boston Chapter v. Kemp. The approved marketing plan and the approved resident selection policies and criteria shall be adhered to in every respect and any changes thereto shall be subject to the prior written approval of the Holders. The Grantor shall list vacancies in Restricted Units in the MassAccess Housing Registry at <http://www.massaccesshousingregistry.org>.

6. Lease Form. The Grantor shall not include in any lease for a Restricted Unit any of the following provisions:

- A.** Agreement by the tenant to be sued, to admit guilt or to a judgment in favor of the Grantor in a lawsuit brought in connection with the lease.

- B. Agreement by the tenant that the Grantor may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the Unit after the tenant has moved out of the Unit. The Grantor may dispose of such personal property in accordance with state law.
- C. Agreement by the tenant not to hold the Grantor or the Grantor's agents legally responsible for any action or failure to act, whether intentional or negligent.
- D. Agreement of the tenant that the Grantor may institute a lawsuit without notice to the tenant.
- E. Agreement by the tenant that the Grantor may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
- F. Agreement by the tenant to waive any right to a trial by jury.
- G. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- H. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Grantor against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

All leases for Restricted Units shall be consistent with the requirements set forth herein, shall be on a form reasonably approved by the Holders, shall be for terms of not less than one (1) year (unless a shorter term is specified by mutual agreement between the Resident and the Grantor, subject to the Holders' program requirements) and shall require tenants to provide information required for the Grantor to meet its reporting requirements hereunder. The Grantor may not terminate the tenancy except (i) for serious or repeated violation of the terms and conditions of the lease; (ii) for violations of applicable federal, state or local law; (iii) for completion of the tenancy period for transitional housing; or (iv) for other good cause. Any termination or refusal to renew must be preceded by not less than thirty (30) days by the Grantor's service on the tenant of a written notice specifying the grounds for the action.

7. Transfer Restrictions. The Grantor shall not sell, transfer, convey, rent (except for leases or occupancy agreements made in connection with the Permitted Uses that are substantially in the form approved by the Holders), encumber as security for financing, or in any other way exchange all or any portion of the Property nor shall the Grantor permit the sale, transfer or pledge of any direct or indirect interests in the Grantor, without the express written permission of the Holders, which consent shall not be unreasonably withheld or delayed with respect to any transfer to the Sponsor or any entity wholly owned and controlled by the Sponsor pursuant to the Right of First Refusal dated of even date herewith granted to the Sponsor by the Grantor, provided that at the time of exercise of such Right of First Refusal (i) no Event of Default, or event or condition which with the giving of notice or passage of time or both would constitute an Event of Default, is then outstanding hereunder or under any of the Loans; (ii) the Sponsor or such other entity designated as transferee is an eligible borrower under all applicable Statutes, Regulations and Guidelines as

then in effect; (iii) the Sponsor or such other entity is in good standing with all Holders and in each Holder's reasonable discretion has sufficient financial capability and experience with affordable housing similar to the Property to perform the obligations of the Grantor; (iv) the Sponsor or such transferee agrees in writing to be bound by and perform all of the terms and conditions hereof; (v) such transfer is permitted by the holder of all loans secured by the Property and (vi) the Grantor gives to all Holders no less than thirty (30) days' prior written notice of any such proposed transfer. For purposes of the foregoing sentence, a withdrawal by the limited partner of Grantor shall be deemed to be a transfer of an interest in the Grantor. Without limiting the generality of the foregoing, the Permitted Encumbrances are hereby approved by the Holders. Notwithstanding the foregoing: (i) the limited partner interest of Grantor held by Bank of America (the "Investor") may be transferred to an entity in which the Investor or an affiliate of the Investor is the general partner or managing member, provided that the Holders receive notice of such transfer and (ii) the Grantor's limited partner may remove and replace the general partner of the Grantor in accordance with the provisions of the Grantor's partnership agreement upon the consent of the Holders, which consent will not be unreasonably withheld, conditioned or delayed. In connection with any transfer requiring the consent of the Holders, the Grantor shall provide such information to the Holders as the Holders may reasonably request, shall pay a fee to DHCD in the amount of \$25,000 and shall pay all legal fees incurred by the Holders in connection with such transfer request.

8. Term of Restrictions; Covenants to Run with Land. The term of this Restriction shall be 43 years from the date hereof, provided that if the Project is not completed within 24 months after the date of this Restriction for any reason, any Holder shall have the right to extend the term hereof by recording in the Registry of Deeds a certificate of extension certifying the length of the delay in completing the Project, whereupon the term hereof shall automatically be extended by an amount of time equal to the length of such delay and provided further that the term hereof shall automatically be extended for the period of the extension of any of the Loans to which this Restriction relates. Notwithstanding any provision to the contrary herein or in any of the other Loan Documents, this Restriction shall remain in full force for the full term set forth herein including any extension, notwithstanding any prepayment of the Loan. The restrictions contained herein shall run with the land, shall bind the successors and assigns of the Grantor, and shall inure to the benefit of the Holders and their successors and assigns as permitted herein. Notwithstanding the foregoing, at the end of the term of affordability for a particular program, as set forth on Exhibit C, as it may have been extended, provided that all obligations under the loan provided by such Program have been satisfied in full at that time, as determined by the appropriate Holder, the Grantor may request that the Holders modify this Restriction to eliminate the requirements imposed by or otherwise relating to such Program set forth in this Restriction. The parties shall cooperate to prepare an appropriate amendment to this Restriction, which amendment shall be duly recorded with the Registry of Deeds by the Grantor at its cost and expense.

9. Subsequent Conveyances. Each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Restriction.

10. Income Verification. The Grantor represents, warrants and covenants that the determination of whether a Family occupying a Restricted Unit meets the income requirements set forth herein shall be made by the Grantor at the time of leasing of a Restricted Unit and thereafter at least annually on the basis of the current income of such Family. In initially verifying a Family's income, the Grantor shall examine the source documents evidencing annual income (e.g., wage statements, interest statements, unemployment compensation statements) for the Family.

11. Reporting Requirements.

- A. DHCD Web-Based Report.** Annually, no later than September 30, Grantor shall submit to DHCD, via the web-based annual reporting system located at <https://hedhsgdevannualreport.azurewebsites.net>, or as otherwise instructed, an annual report consisting of all data required by DHCD regulations at 760 CMR 61.00 promulgated pursuant to Chapter 334 of the Acts of 2006 and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Grantor shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
- B. Annual Report.** Annually, no later than September 30, Grantor shall submit to each Holder an annual report consisting of the following:
- (i) Annual adjusted income of each Family occupying a Restricted Unit.
 - (ii) Monthly gross rents (rents plus utility allowances, if applicable) for all Restricted Units, such rents to be consistent with the schedule of maximum rents published annually by DHCD. The rent schedule shall include the maximum rents applicable to Restricted Units under Section 3 as well as the actual rents to be charged to over-income Families under Section 3.
 - (iii) The Grantor's certification, made to the best knowledge and belief of the officer or individual signing such certification, that:
 - (a) The Property continues to be used for the Permitted Uses.
 - (b) The Property continues to contain the required number of Low Income Units and Extremely Low Income Units and to comply with the rent and other restrictions applicable to such Restricted Units.
 - (c) Grantor has not transferred, pledged or encumbered any interest in the Property, except as specifically provided in, and in accordance and compliance with the terms of, this Restriction.
 - (d) Grantor has caused the Property to be maintained in a manner consistent with the Statutes, Regulations and Guidelines and no children under six years old reside in or occupy the Property within the meaning of the Lead Paint Law or, if such children do reside in or occupy the Property, that the Property is in compliance with the Lead Paint Law.
 - (e) The information submitted pursuant to this Paragraph B is true and accurate.

- C. Confidentiality.** The Holders and the Grantor shall treat as confidential any of the foregoing information relating to a specific Resident or Unit in compliance with all applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Holders and the Grantor may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). The Holders and the Grantor shall not use any of the foregoing information in Paragraph A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause a Holder or Grantor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).
- D. Additional Reports.** Grantor shall prepare and submit to the Holders such additional reports as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.
- E. Records.** The Grantor shall maintain as part of its records (i) copies of all leases of Restricted Units; (ii) all initial and annual income certifications by Residents of Restricted Units and (iii) such additional records as any Holder may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.
- F. Additional Reporting Requirements.** Additional reporting requirements are stipulated in the Loan Agreement.
- 12. No Demolition.** The Grantor shall not demolish any part of the Improvements or substantially subtract from any real or personal property included within the Property except in conjunction with renovation or rehabilitation of the Units or construction of a new project on the Property, in either case subject to the prior written consent of all Holders, which consent may be granted or withheld in a Holder's sole judgment.
- 13. Casualty.** The Grantor represents, warrants and agrees that if the Property, or any part thereof, shall be damaged or destroyed, the Grantor (subject to the approval of the lender(s) providing financing) will use its best efforts to repair and restore the Units to substantially the same condition as existed prior to the event causing such damage or destruction, and the Grantor represents, warrants and agrees that the Units shall thereafter continue to operate in accordance with the terms of this Restriction.
- 14. Inspection.** The Grantor hereby grants to each Holder and its duly authorized representatives the right to enter the Property (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Property to determine compliance with this Restriction or any other agreement between the Grantor and such Holder and (b) after thirty (30) days' prior written notice, to take any reasonable and appropriate action under the circumstances to cure any violation of the provisions of this Restriction. The notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.
- 15. Enforcement.** Upon violation by the Grantor of any of the provisions of this Restriction that remains uncured for more than thirty (30) days after notice thereof from any Holder (or for such longer period not to exceed thirty (30) days as shall be reasonably required under the circumstances

to cure such violation, provided that the Grantor has commenced the cure of such violation within the initial thirty (30) day period and is thereafter diligently pursuing the cure to completion), any Holder, at its option (without liability to any party for failure to do so), may apply to any court, state or federal, for specific performance of this Restriction or an injunction against any violation of this Restriction, or for such other relief as may be appropriate, since the injury arising from the default under any of the terms of this Restriction would be irreparable and the amount of damage would be difficult to ascertain and may not be compensable by money alone. In each such default notice, the Holder giving such notice shall specify the violation in question and the actions such Holder believes are necessary and feasible to remedy such violation. No waiver by a Holder of any breach of this Restriction shall be deemed a waiver of such breach by any other Holder or a waiver of any other or subsequent breach. No act or omission by any Holder, other than a writing signed by it waiving a breach by the Grantor in accordance with the next Section hereof, shall constitute a waiver thereof. Any Holder shall be entitled to recover from the Grantor all of such Holder's reasonable costs of an action for enforcement of this Restriction, including reasonable attorneys' fees (including the time of any in-house counsel of a Holder charged at the same rate as comparable outside attorneys). By its acceptance of this Restriction, no Holder undertakes any liability or obligation relating to the condition of the Property. Without limiting any other rights or remedies available to a Holder, any transfer of all or any other portion of the Property in violation of the provisions hereof, in the absence of a certification from all Holders approving, or waiving any restrictions with respect to, the same, all as set forth above, shall, to the maximum extent permitted by law, be voidable by any Holder, by suit in equity to enforce the restrictions hereof.

16. Compliance Certification. Upon written request therefor, a Holder shall provide a statement in form acceptable for recording certifying that the Grantor is in full compliance with the provisions hereof as relate to that Holder, provided such Holder believes that the Grantor is so in compliance. Upon receipt of a written request therefor, if a Holder shall believe that the Grantor is not so in compliance, such Holder shall provide such a recordable certification specifying in detail the section or sections hereof with which such Holder believes the Grantor not to be in compliance. Any third party dealing with the Grantor may rely for all purposes on the truth and completeness of such a certification of a Holder.

17. Senior Lender Foreclosure.

- A. Notwithstanding anything herein to the contrary, but subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Property by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Property in lieu of foreclosure, and provided that the holder of such mortgage has given the Holders not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Property or to any purchaser of the

Property from such mortgage holder, and such Property shall, subject to Paragraph B. below, thereafter be free from all such rights and restrictions. Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Restriction or some lesser level of affordability (i.e., fewer Restricted Units or Restricted Units affordable to Families with higher Household Incomes than those required by this Restriction). The foregoing provision on financial infeasibility shall not apply at any time when Massachusetts Housing Finance Agency is the holder of the first mortgage on the Property. "Financially infeasible" shall mean (i) with respect to the operation of the Property, that the rent and other income from the Property is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Property and (ii) with respect to a sale of the Property, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Property, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums. Financial infeasibility shall be determined by the senior mortgage holder in its sole discretion after consultation with the Holders. The senior mortgage holder shall notify the Holders of the extent to which the rights and restrictions contained herein shall be terminated and the Grantor agrees to execute any documents required to modify this Restriction to conform to the senior mortgage holder's determination. The Grantor hereby irrevocably appoints any senior mortgage holder and each of the Holders, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Grantor should the Grantor fail or refuse to do so.

- B.** The rights and restrictions contained herein shall not lapse if the Property is acquired through foreclosure or deed in lieu of foreclosure by (i) the Grantor, (ii) any person with a direct or indirect financial interest in the Grantor, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related Party"). Furthermore, if the Property is subsequently acquired by a Related Party during the period in which this Restriction would have remained in effect but for the provisions of this Section, this Restriction shall be revived and shall apply to the Property as though it had never lapsed.
- C.** In the event such mortgage holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Property is sold for a price in excess of the sum of the outstanding principal balances of all notes secured by mortgages of the Property plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Holders in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Holders pursuant to this Section in connection with such proceeding, provided that in the event that such excess shall be so paid to the Holders by such mortgage holder, the Holders shall thereafter indemnify such mortgage holder against loss or damage to such mortgage holder resulting from any claim

made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such mortgage holder to the Holders in accordance herewith, provided that such mortgage holder shall give the prompt notice of any such claim and shall not object to intervention by the Holders in any proceeding relating thereto. The Holders shall share any such excess pro rata in proportion to the respective amounts of principal and interest (if any) then outstanding on their portions of the Loan and the liability of a Holder under the foregoing indemnity shall be limited to the amount of such excess received by it. To the extent the Grantor possesses any interest in any amount which would otherwise be payable to the Holders under this Paragraph, to the full extent permissible by law, the Grantor hereby assigns its interest in such amount to said mortgage holder for payment to the Holders.

18. Notices. Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by any of the foregoing methods shall be deemed given upon documented receipt or refusal. The Holders shall use reasonable efforts to send courtesy copies of all notices sent to the Grantor to the Grantor's investor at the address set forth below, provided that any failure to send such a courtesy copy shall not affect the validity of any notice: Bank of America, N.A., 225 Franklin Street, 2nd Floor, Boston, MA. 02110, Attention: Daniel E. Devin, Asset Manager for the Tannery.

19. Successors and Assigns; No Third-Party Beneficiaries. This Restriction shall be binding upon the Grantor and its successors and assigns, and shall burden the Property as specified herein. This Restriction shall also be binding upon the Holders, and shall inure to the benefit of their successors and assigns, provided that a Holder shall not voluntarily assign its rights hereunder unless (a) such Holder believes in good faith that it is no longer reasonably capable of performing its duties hereunder, and (b) such assignment shall be to a governmental body or an entity of a similar character and purposes to such Holder which is reasonably capable of performing such duties hereunder. Notwithstanding the delegation of authority by DHCD to MHP for MHP to act as a Holder hereunder, DHCD shall also be a Holder hereunder and may act at any time in its own name to pursue any rights and remedies of a Holder hereunder; provided that as to the Grantor or any third party, any recorded instrument granting any approval or consent or otherwise affecting the Property under the CIPF Program is duly executed by either MHP or DHCD, shall be binding on the other for all purposes.

20. Severability; Construction. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Restriction invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision or part hereof shall be affected by such holding, the validity of other provisions of this

Restriction and of the balance of any provision held to be invalid, illegal or unenforceable, in part only, shall in no way be affected thereby, and this Restriction shall be construed as if such invalid, illegal, or unenforceable provision or part hereof had not been contained herein. In the event of any actual or potential inconsistency between the terms of this Restriction and any of the Statutes and/or the Regulations, such terms shall be interpreted, to the extent reasonably possible, so as to reconcile any such inconsistencies. If such provisions cannot reasonably be reconciled, the provisions of the Statutes, the Regulations and this Restriction, in the foregoing order of priority, shall control.

21. Governing Law. This Restriction shall be governed by the laws of The Commonwealth of Massachusetts. Inasmuch as the restrictions contained herein have been imposed upon the Property in part to satisfy requirements of various governmental bodies referred to herein, including, without limitation, DHCD, the restrictions contained herein are intended to be construed as a restriction held by a governmental body with the benefit of Section 26 of Chapter 184 of the Massachusetts General Laws as existing as of the date hereof, 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 full term thereof.

22. Recording. The Grantor, at its cost and expense, shall cause this Restriction and any amendment hereto to be duly recorded with the Registry of Deeds (and if necessary or appropriate, re-recorded), shall pay or cause to be paid all recording, filing, or other taxes, fees and charges and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Holders and their successors and assigns to enforce this Restriction.

23. Further Assurances. Each Holder is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Restriction; and the Grantor on behalf of itself and its successors and assigns appoints each Holder its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees to execute any such instruments upon request. The benefits of this Restriction shall be in gross and shall be assignable by any Holder. The Grantor and the Holders intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

24. Counterparts. This Restriction may be executed in several counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one instrument. In making proof of this Restriction, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Restriction is sought.

25. Incorporation of Exhibits and Riders. Any and all exhibits and riders attached hereto or otherwise referenced herein are hereby incorporated by reference, the same as if each were fully set forth herein.

26. Amendment; Waiver. This Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of all Holders.

No documentary stamps are required as this Restriction is not being purchased by the Holders.

Executed under seal as of the date set forth above.

TANNERY LIMITED PARTNERSHIP

By: TANNERY GP LLC, its General Partner

By: WDP Manager Corp., its manager

By: AJW
Gilbert J. Winn
Its: President

- EXHIBIT A Property Description
- EXHIBIT B Projected Initial Rent Schedule
- EXHIBIT C Initial Affordability Matrix
- EXHIBIT D Additional Definitions

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 12 day of June, 2019, before me, the undersigned notary public, personally appeared Gilbert J. Winn, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, as President of WDP Management Corp. of Tannery GP LLC, for its stated purpose as the voluntary act of Tannery Limited Partnership. manager

Kelly Noe
Notary Public

My commission expires:

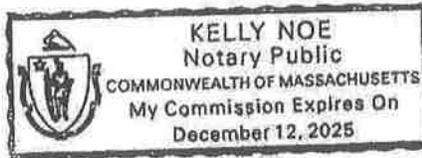


EXHIBIT A : PROPERTY DESCRIPTION

The land located in Peabody, Essex County, Massachusetts with the buildings thereon, more particularly described as follows:

Parcel 1:

Parcel 1 containing .350 acres as shown on a plan entitled, "Plan of Land in Peabody, Mass., LBC Development Corp., Scale: 1"=40', dated December 14, 1973, Prepared by Carter & Towers Engineering Corp", which Plan is recorded at the Essex South District Registry of Deeds in Plan Book 128 as Plan 69.

Parcel 2:

Lot 2VMI as shown on an ANR Plan entitled "Subdivision Plan of Land located in Peabody, Mass" prepared by Eastern Land Survey Associates, Inc., Christopher R. Mello dated February 28, 2019 and approved April 18, 2019 and recorded with the Essex South District Registry of Deeds in Plan Book 471, as Plan 52.

Lot 2VMI contains 146,652 \pm SF or 3.367 \pm according to said plan.

Parcel 3:

Lot 3A and Lot 3B on Plan entitled "Subdivision of Land Located in Peabody, Mass., Prepared by Eastern Land Survey Associates, Inc., dated May 12, 2008, which plan is recorded with Essex South District Registry of Deeds in Plan Book 418 as Plan 13.

Lot 3A contains 33,406 \pm square feet according to said plan.

Lot 3B contains 37,044 \pm square feet according to said plan.

Parcel 3 has the right rights to use the 20' Way as reserved in Deed from Boston and Maine Corporation to Paul Gallagher & Company, Inc. dated December 30, 1955, recorded in Book 4240, page 36.

Parcel 4:

Lot A containing 36,660 square feet as shown on a certain plan entitled "Subdivision of Land Located in Peabody, Mass., Prepared by Eastern Land Survey Associates, Inc., Christopher R. Mello, PLS, 104 Lowell Street, Peabody, MA 01960, Scale: 1"=40', dated July 23, 2003", which plan is recorded at the Essex South District Registry of Deeds in Plan Book 371 as Plan 1.

Parcel 5:

Parcel C-1 containing 1,985± square feet on a plan entitled "Subdivision Plan of Land Located in Peabody, Mass., prepared by Eastern Land Survey Associates, Inc., Christopher R. Mello, PLS, 104 Lowell Street, Peabody, MA 01960, Scale 1"= 40', dated May 12, 2008", which plan is recorded at the Essex South District Registry of Deeds in Plan Book 418 as Plan 13.

Parcel 6:

Parcel C-2B containing 11,974± square feet on a plan entitled "Subdivision Plan of Land Located in Peabody, Mass., prepared by Eastern Land Survey Associates, Inc., Christopher R. Mello, PLS, 104 Lowell Street, Peabody, MA 01960, Scale 1"= 40', dated May 12, 2008", which plan is recorded at the Essex South District Registry of Deeds in Plan Book 418 as Plan 13.

EXHIBIT B : PROJECTED INITIAL RENT SCHEDULE

(Rents assume that the Grantor pays all utilities. An allowance for any utilities paid by tenants must be deducted from these rents. Utility allowances are available from the local housing authority.)

UNIT TYPE	EXTREMELY LOW INCOME	INCOME LEVEL				MODERATE INCOME	HIGH MODERATE INCOME
		VERY LOW INCOME	LOW INCOME	LOW INCOME	HIGH INCOME		
SRO	\$622.00	\$1,037.00	\$1,245.00	\$1,245.00	\$1,561.00	\$2,282.00	
STUDI OS	\$622.00	\$1,037.00	\$1,245.00	\$1,245.00	\$1,561.00	\$2,282.00	
1-BR	\$666.00	\$1,111.00	\$1,333.00	\$1,333.00	\$1,673.00	\$2,444.00	
2-BR	\$800.00	\$1,333.00	\$1,600.00	\$1,600.00	\$2,007.00	\$2,934.00	
3-BR	\$924.00	\$1,540.00	\$1,848.00	\$1,848.00	\$2,319.00	\$3,389.00	
4-BR	\$1,031.00	\$1,718.00	\$2,062.00	\$2,062.00	\$2,587.00	\$3,781.00	

EXHIBIT C: INITIAL AFFORDABILITY MATRIX

NUMBER/SIZE OF UNITS REQUIRED BY	TERM	INCOME CATEGORY					EXTREMELY LOW INCOME (30% AMI)
		HIGH MODERATE INCOME (100% AMI)	MODERATE INCOME (80% AMI)	LOW INCOME (60% AMI)	VERY LOW INCOME (50% AMI)		
CIPF	43 years	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ Studio	3 Studio	12 Studio	___ Studio	___ Studio	5 Studio
		___ 1-BR	30 1-BR	137 1-BR	___ 1-BR	___ 1-BR	28 1-BR
		___ 2-BR	2 2-BR	16 2-BR	___ 2-BR	___ 2-BR	2 2-BR
Affordable Housing/Inclusionary Zoning	43 years	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR
		___ 4-BR	4 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR
		___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ Studio	3 Studio	12 Studio	___ Studio	___ Studio	5 Studio
PEABODY CPA	43 years	___ 1-BR	30 1-BR	137 1-BR	___ 1-BR	___ 1-BR	28 1-BR
		___ 2-BR	2 2-BR	16 2-BR	___ 2-BR	___ 2-BR	2 2-BR
		___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR
		___ 4-BR	4 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	___ 4-BR
COMPOSITE		___ SRO	___ SRO	___ SRO	___ SRO	___ SRO	___ SRO
		___ STUDIO	3 STUDIO	12 STUDIO	___ STUDIO	___ STUDIO	5 STUDIO
		___ 1-BR	30 1-BR	137 1-BR	___ 1-BR	___ 1-BR	28 1-BR
		___ 2-BR	2 2-BR	16 2-BR	___ 2-BR	___ 2-BR	2 2-BR
		___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	___ 3-BR	
		___ 4-BR	4 4-BR	___ 4-BR	___ 4-BR	___ 4-BR	

EXHIBIT D: ADDITIONAL DEFINITIONS

Following are additional definitions used in this Affordable Housing Restriction:

"Area" shall mean Boston-Cambridge-Quincy, MA-NH HMFA.

"Bedroom Adjusted AMI" applicable to a Unit shall mean the median income for the Area, with adjustments for the number of bedrooms in such Unit, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. For purposes of adjustments for the number of bedrooms in a Unit, a Unit that does not have a separate bedroom is assumed to be occupied by one individual and a Unit with one or more separate bedrooms is deemed assumed to be occupied by 1.5 individuals for each bedroom (with the total number of individuals rounded up).

"CIPF Guidelines" shall mean the guidelines issued by DHCD regarding the CIPF Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CIPF Program" shall mean the Capital Improvement and Preservation Fund loan program, established for the purpose of facilitating the preservation of affordable housing, under which DHCD contracts to make funds available through MHP and other financial intermediaries, for such financial intermediaries to loan to sponsors of affordable housing for Low Income and Very Low Income Families, subject to and in accordance with the provisions of the CIPF Statute.

"CIPF Regulations" shall mean the regulations relating to the CIPF Program promulgated by DHCD at 760 Code of Massachusetts Regulations, Section 18.00 et. seq., as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CIPF Statute" shall mean Chapter 257 of the Acts of 1998 (budget line item 7004-9980) and continued by Chapter 244 of the Acts of 2002 (budget line item 7004-7015), as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Guidelines" shall mean the ordinance of the Peabody accepting the provisions of Sections 3 through 7 of the CPA Statute, together with any guidelines issued by the City and the Peabody Community Preservation Committee regarding the CPA Program, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Program" shall mean the Community Preservation Fund loan program established by the City under the CPA Statute under which the City makes loans available to sponsors of certain types of affordable housing and for other purposes authorized by the CPA Statute.

"CPA Statute" shall mean Chapter 44B of the Massachusetts General Laws, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"CPA Regulations" shall mean the Informational Guidance Release 01-207 (September 2001), Informational Guidance Release 00-209 (December 2000) and any other bulletins, opinions, guidance or regulations relating to the CPA Statute issued or promulgated by the Commissioner of Revenue of The Commonwealth of Massachusetts, as the same may be amended, supplemented, replaced or otherwise modified from time to time.

"Extremely Low Income Family" shall mean a Family whose Household Income is less than or equal to thirty percent (30%) of the Family-size Adjusted AMI.

"Fair Market Rent" shall mean the fair market rent in the Area for a comparably-sized dwelling as established by HUD under regulations promulgated at 24 C.F.R. §888.11 (or successor regulations), minus a monthly allowance established by the Holders for any utilities and services (excluding telephone) to be paid by the occupying Family.

"Family" shall have the meaning set forth in 24 C.F.R. §5.403 (or any successor regulation). Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the federal low-income housing tax credit program pursuant to Section 42(i)(3)(D) of the Internal Revenue Code of 1986, as amended.

"Family-size Adjusted AMI" shall mean the median income for the Area, adjusted for family size, as determined from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended.

"Grantor" shall mean the Grantor named on the first page hereof or any successor or assign thereof permitted under Section 8 of this Restriction, including any party holding ownership interests in or with respect to the Property.

"Guidelines" shall mean the CIPF Guidelines and the CPA Guidelines.

"High Moderate Income Family" shall mean a Family whose Household Income is less than or equal to one-hundred percent (100%) of the Family-size Adjusted AMI.

"Holder" shall mean each of DHCD, MHP, and the City, or, as applicable, each successor or assign of the foregoing and "Holders" shall mean all of the foregoing parties, collectively.

"Household Income" shall mean a Family's adjusted annual income determined in the manner set forth in 24 C.F.R. §5.609 (or any successor regulations).

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

"Improvements" shall mean the building or buildings on the Property presently containing, or after completion of the planned construction to contain, the number of Units indicated on the first page hereof, and all other authorized buildings, structures and improvements located on the Property from time to time, all equipment and fixtures therein, and any authorized repair, improvement, reconstruction, restoration, renovation, or replacement of a capital nature thereto or otherwise on the Property.

"Loan" shall mean collectively, the loans for the Project being provided to the Grantor under the Programs.

"Loan Documents" shall mean collectively, the documents evidencing and securing the Loan.

"Low Income Family" shall mean a Family whose Household Income is less than or equal to sixty percent (60%) of the Family-size Adjusted AMI.

"Moderate Income Family" shall mean a Family whose Household Income is less than or equal to eighty percent (80%) of the Family-size Adjusted AMI.

"Over-income Rent" shall mean, for a particular over-income Family, a monthly rent equal to the lesser of (x) the maximum amount payable by the Family under the laws of the municipality in which the Property is located or of The Commonwealth of Massachusetts, (y) one-twelfth of thirty percent (30%) of the Family's Household Income as recertified annually or (z) the comparable market rent for the Family's Unit, but in no event lower than the rent such Family was paying prior to becoming an over-income Family.

"Permitted Encumbrances" shall mean those encumbrances on the Property identified in the mortgage granted to the Holders of even or near date herewith.

"Permitted Uses" shall mean use of the Improvements for the number of rental Units indicated on the first page hereof, including the number of Restricted Units indicated on the first page hereof. Such Permitted Uses shall include activities and/or services of a nature to benefit the Residents of the Restricted Units.

"Programs" shall mean the CIPF Program and the CPA Program.

"Property" shall mean that certain parcel or parcels of land located at the Property Address indicated on the first page hereof and more particularly described in Exhibit A attached hereto, together with all Improvements thereon.

"Registry of Deeds" shall mean the Essex South Registry of Deeds.

"Regulations" shall mean the CIPF Regulations.

"Residents" shall mean the lawful occupants of the Units.

"Restricted Unit" shall mean a Unit required by the terms hereof to be rented to a Moderate Income Family, a Low Income Family or an Extremely Low Income Family.

"Sponsor" shall mean WinnDevelopment Company LP.

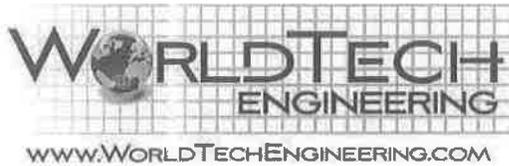
"SRO Unit" shall mean a single-room (zero bedroom) Unit intended for occupancy by a single eligible Resident and that may contain partial food preparation and/or sanitary facilities.

"Statutes" shall mean the CIPF Statute and the CPA Statute.

"Studio Unit" shall mean a single-room (zero bedroom) Unit that contains a complete kitchen and bathroom.

"Unit" shall mean any residential unit located on the Property.

"Very Low Income Family" shall mean a Family whose Household Income is less than or equal to fifty percent (50%) of the Family-size Adjusted AMI.



December 23, 2020

Mr. William G. Paulitz, P.E., City Engineer
City of Peabody, Department of Public Services
50 Farm Avenue
Peabody, MA 01960

Reference: Proposed 40B Development – (15 King Street) - Peer Review of Traffic Impact Assessment and Site Plans

Dear Mr. Paulitz:

On behalf of the City of Peabody, WorldTech Engineering Inc. has reviewed the Traffic Impact Assessment (“TIA”) dated December 2019, prepared by Vanasse & Associates, Inc. for the proposed residential development at 15 King Street. Our review focused on the adequacy of the study with regard to industry best practices for analyzing traffic operations, estimating project generated trips and related potential impacts.

In addition, the proposed off-site mitigation measures were reviewed in detail to ensure their effectiveness in accommodating projected future traffic volumes with the development in place, while also fitting with the long-term needs and goals of the City. Of particular concern are the impacts of the project to the abutting residential neighborhood, in terms of increases in traffic volumes and impact to parking within the neighborhood.

Introduction

As indicated in the TIA, the proposed development consists of 133 multi-family housing units, served by 213 parking spaces. The proposed project is estimated to generate an additional 724 vehicle trips on an average weekday, including 46 trips (12 entering, 36 exiting) during the morning peak hour and 59 trips (36 entering and 23 exiting) during the evening peak hour. No data or analyses were provided for weekend conditions.

The multi-family housing consists of 1, 2- and 3-bedroom units, with the majority of units 2-bedroom type. The amount of parking provided is based on a parking ratio of 1.6 spaces per unit rather than the 2.0 spaces per unit required by zoning. Currently the site is occupied by a multi-story former medical building with five driveways along King Street and Southwick Road. The proposed development will be served via a total of two driveways along King Street.

Study Area

The study area in the TIA includes the following intersections:

1. Ellsworth Street at King Street.

2. Lowell Street at King Street and Endicott Street.
3. Ellsworth Street at Southwick Road.
4. Lowell Street at Southwick Road.
5. Ellsworth Street at Emerson Street.
6. Lowell Street at Emerson Street.
7. King Street at West Site Street.
8. King Street at East Site Drive.

The study area is generally sufficient to evaluate the potential impact of the Project on the transportation infrastructure based on the expected trip-distribution pattern for the Project.

Traffic Volumes and Data Collection

Traffic volume data was collected at the study area intersections by means of manual turning movement counts in March of 2019 and vehicle classification counts in 2018. Pedestrian and bicycle data were collected during the peak hours at all intersections in the study area to establish a baseline for these modes of transportation.

There is a relatively large number of vehicles travelling in both directions along Ellsworth Street north and south of King Street, considering the fact that Ellsworth Street is not a thru Street at the northern end. There is also a relatively high volume of westbound left turns from King Street onto southbound Ellsworth Street and the reverse movement, northbound right turns from Ellsworth Street onto eastbound King Street during both peak hours.

There is a discrepancy in the evening peak hour volumes at the King Street/Ellsworth Street intersection and the Ellsworth Street/Southwick intersections. Traffic volumes travelling north leaving the King Street/Ellsworth Street intersection are reported to be 182 vehicles and when they arrive a short distance away along Ellsworth Street, the volume is 75 vehicles. The traffic volume counts should be checked to see if the existing peak hour volumes shown in Figure 3 are accurate.

Crash Data

Motor vehicle crash data was obtained for the study area intersections from MassDOT for the 5- year period 2013-2017. Based on a review of this information, the intersection of Lowell Street at King Street/Endicott Street is listed as an HSIP-Top 200 intersection cluster averaging 13 crashes per year. All of the remaining study area intersections were found to have crash rates which were not considered significant from a safety point of view. We agree with the findings of the analysis. The mitigation for the intersection of Lowell Street with King Street/Endicott Street will be discussed in a later section.

Future Conditions – Specific Development by Others

Traffic volumes within the study area were projected to 2026, which represents a 7-year planning horizon from the existing conditions base year (2019) that was presented in the TIA. The future No Build volume projections were developed by applying a background traffic growth rate and a seasonal adjustment to the 2019 baseline traffic volumes. No additional traffic was added to the No-Build traffic network to account for any known specific development projects by others.

The No-Build traffic network includes a conservative 1.0 percent annual compounded growth rate, plus additional traffic from all major approved developments. No specific development projects were assumed to contribute traffic to the No-Build traffic volume networks. We believe the future No-Build growth factors are appropriate for this study and with the current trend in COVID-19 reductions in travel, result in a conservative estimate.

Project-Generated Traffic

The assumptions used to estimate weekday daily and peak hour traffic volumes generated by the proposed development follow ITE standards and industry best practices. ITE Land Use Code #221, Multi-family Housing (Mid-Rise) in General Urban/ Suburban setting were used to estimate the development-related traffic volumes. No credit was taken for a transit trips adjustment.

The project is predicted to generate 734 vehicle trips on an average weekday and 48 vehicle trips in the morning peak hour and 59 in the afternoon peak hour. This represents approximately a 10% increase in the peak hour traffic on King Street using the assumed trip distribution patterns.

Trip Distribution and Assignment

Traffic volumes associated with the Project were assigned to the study area roadways based on a review of existing travel patterns (e.g., existing traffic counts). The accuracy of existing traffic count data was commented on in a previous section.

Also, a previous observation was made about the traffic travelling between King Street from the east and Ellsworth Street south of the intersection of King Street and Ellsworth Street. Our field observations of the study area revealed that due to high volumes on Lowell Street, it is difficult to turn left to/from Lowell Street to access the abutting residential neighborhood and the Perkins School. One possible way to explain the volume of turning traffic at the King Street/Ellsworth Street intersection is the use of the traffic signal at the Lowell Street/King Street intersection, firstly, to enter/leave the neighborhood and, secondly, to access the Higgins Middle School on Perkins Street more easily and safely. If this is the case, then the trip distribution pattern used for this study may be skewed.

Please review the traffic count information and the turning movements at the King Street/Ellsworth Street intersection to confirm trip distribution values.

Traffic Operations and Safety Analysis

King Street at Ellsworth Street

Based on the analysis presented in the TIA, this signalized intersection is reported to function at Level of Service (LOS) B for the morning peak and LOS C for the afternoon peak in 2026 under Build conditions. The overall intersection v/c ratios less than 1.0, indicating available capacity.

A review of the intersection's peak hour volumes indicates the intersection volumes may be below the thresholds to warrant a traffic signal operation. A traffic signal warrant analysis should be performed at this location to justify the existing traffic signal control.

Lowell Street at King Street/Endicott Street

The Lowell Street and King Street/Endicott Street intersection analyses showed that the small increase in site generated traffic resulted in minor impacts in terms of increased delays.

This intersection averaged 13 crashes per year between the years 2013 to 2017 and is listed as a top 200 intersection crash cluster. The poor safety record of this intersection indicates the need for significant traffic and safety improvements.

Ellsworth Street at Southwick Road and Ellsworth Street at Emerson Street

Both unsignalized intersections operate with the minor street operating as stop control. These intersections are expected to operate at acceptable LOS during both peak hours under Build conditions. Site generated traffic is negligible at these locations.

Lowell Street at Southwick Road and Lowell Street at Emerson Street

Both of these intersections show poor operating conditions. Drivers have difficulty seeking acceptable gaps in the Lowell Street traffic flow. However, these intersections do have relatively a small number of crashes.

Site Access and Parking

The site will be served via two driveways along King Street, located at the entrance/exit to the two main parking areas between the three buildings. The driveways are proposed to be 20 feet wide with small radii for turning vehicles. The driveway design should be reviewed in accordance with MassDOT driveway standard details and accommodations provided for ADA compliance at each crossing.

The TIA reported sufficient sight distance will be provided to meet stopping sight distance to meet 35 mph design criteria. The landscaping plan proposes to plant new trees along the curb line of King Street. The landscaping plan should be checked/revised to ensure a proper set-back of any signage or plantings that would prevent the proper site distances from being provided along King Street.

All proposed traffic signs, pavement markings, and traffic signals shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Highway Signs and Markings Book, Massachusetts Amendments to the MUTCD, and MassDOT Standard Signs. Where discrepancies exist, Massachusetts standards shall govern. Stop signs should be considered at all driveway locations.

Parking

There are 213 spaces proposed for the 133 multifamily housing units. The 133 residential units will be composed of a combination of 1, 2- and 3-bedroom units. The breakdown of parking spaces is 7 accessible, 70 standard size spaces and 136 compact spaces. The standard size spaces are 9 feet wide and 18 feet long. The compact spaces are 8.0 feet wide and 16.5 feet long. The aisle width is 20 feet in all cases.

Using 213 spaces will result in a ratio of only 1.6 spaces per unit. Current zoning in Peabody for residential units is for 2.0 spaces per unit and 1 visitor space per 3 residential units. Several new publications indicate that a smaller number of parking spaces, below the 2.0 spaces/residential unit is desirable. ITE recently published data¹ on parking that recommended 1.7 parking spaces per multifamily housing units or 1.0 parking spaces per bedroom. The 2019 MAPC parking study² recommends the parking demand will depend on the amount of parking supplied, the number of jobs located within 30 mile of transit opportunities and the % of affordable units provided. sites surveyed range from a parking ratio of 0.25 to 2.0 spaces per unit with an average of 1.0 space per unit. Of the sites 50% were close to transit and 63% consisted of entirely affordable housing units studied. A recent update to the 2019 MAPC study was performed in four Northshore communities including Peabody. The results of this updated study showed higher average parking ratios than the communities in the Boston core region. The use of 1.6 spaces per unit, without accommodations for visitor parking or deliveries, is not recommended for this project.

The size of the spaces should be changed from 9 feet x 18 feet with a 20-foot aisle, to 8.5 feet x 18 feet with a 24- foot aisle. We recommend the number of compact spaces be capped at 10% in accordance with recent recommendations³ on the size of vehicle fleet, due to manufacturer's advances in fuel economy that has led to larger vehicles being produced. The parking spaces located under building C are not dimensioned and should be reviewed for their ability to provide adequate access and egress without backing out of the spaces to exit the underground space.

Because of the residential neighborhood abutting the proposed development, if sufficient parking is not provided on-site, residents and/or visitors will park on residential streets near the site. Other parking recommendations to be considered are uncouple the parking from the rental costs and the addition of reserved car share spaces and electric charging stations.

¹ ITE, Parking Generation, 5th Edition, 2019

² MAPC, Metro Boston, Perfect Fit Parking Initiative, July,2019

³ ITE, Traffic Engineering Handbook, 7TH Edition, 2017.

Transportation Demand Management

The proposed Transportation Demand Management (TDM) measures consisted primarily in the form of posting information on carpooling opportunities, car ride services and information on pedestrian and bicycle facilities in the area. The TDM measures were not specific or detailed in how the information would be displayed and or how the information will be updated. No information was provided on public transit opportunities or the provisions for possible shuttle services. Bicycle racks were recommended in the TIA but the location or number of bicycle racks were not show on the site plans. Proposed bike rack locations should be provided.

Recommendations and Conclusions: Off-Site Improvements

At the intersection of Lowell Street and King Street/Endicott Street a Road Safety Audit (RSA) and traffic signal timing optimization is proposed. In addition to the RSA, traffic signal upgrades should be implemented, including new overhead traffic signal indications, detection, and controller replacement. Pedestrian indications and push buttons should be included in the upgrade as well as new wheelchair ramps. New vehicle and pedestrian clearance intervals should be implemented to improve safety. Other recommendations included in the RSA should be considered for implementation as well.

At the intersection of King Street and Ellsworth Street a traffic signal warrant study should be performed to determine if the existing traffic signal installation is currently warranted. If the traffic signal installation is not warranted, alternative forms of traffic control should be implemented, and new wheelchair ramps and pedestrian enhancements included.

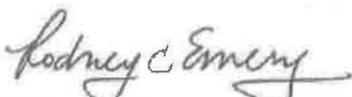
At unsignalized intersections in the study area, along Emerson Street and Lowell Street, existing stop signs should be upgraded to new signage and new stop signs should be installed on Emerson Street and Emerson Street Extension.

All signs and pavement markings to be installed within the Project site shall conform to the applicable specifications of the Manual on Uniform Traffic Control Devices (MUTCD). This note should be added to the Site Plans. Revised safety and operational improvements should be provided, and modifications proposed to the site drive on King Street if necessary, to meet these safety and operational concerns.

If you have any questions or require additional information, please feel free to contact me directly at any time.

Sincerely,

WORLDTECH ENGINEERING, LLC



Rodney C. Emery, P.E., PTOE

Carla McGrath

From: William Paulitz
Sent: Tuesday, January 5, 2021 10:47 AM
Ezra Haber Glenn; Carla McGrath
Cc: Curt Bellavance
Subject: 15 King Street Peer Review

Good Morning Everyone,

The traffic peer review along with additional information pertaining to the Lowell/King/Endicott intersection was sent to Jennifer Connors of Vanasse & Associates on December 23rd.

On a separate note, we are still waiting on a new stormwater submittal from DCI. We expected it to come in the week of December 14th. Horsley Whitten is in a holding pattern until we receive these documents (the applicant and his attorney were made aware of this on December 11th).

Regards,

William G. Paulitz, P.E.
City Engineer

City of Peabody
Department of Public Services
70 Farm Avenue
Peabody, MA 01960
Office: 978-536-7126
william.paulitz@peabody-ma.gov

From: Ezra Haber Glenn <eglenn@public-planning.org>
Sent: Tuesday, January 5, 2021 8:54 AM
To: William Paulitz <william.paulitz@peabody-ma.gov>; Carla McGrath <carla.mcgrath@peabody-ma.gov>
Cc: Curt Bellavance <curt.bellavance@peabody-ma.gov>
Subject: [External] Re: FW: [External] 15 King Street Peer Review

WARNING

This email originated from outside the City of Peabody. Do not click on links or open attachments unless you trust the sender.

Has this been forwarded to the applicant yet? If they have it in time to respond to any issues, that would allow these to be discussed and resolved prior to the meeting.

Ezra

Wed, 2020-12-23 at 18:15 +0000, William Paulitz wrote:

Hi Carla,

sender by replying to this message and then delete all copies of it from your computer system. Any use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

--
Ezra Haber Glenn, AICP

Executive Director

Public Planning, Research, & Implementation, Inc.

8 Hall Street

Somerville, MA 02144

eglenn@public-planning.org

617.721.7131 (c)

STORMWATER MANAGEMENT PLAN

FOR

**15 King Street
Peabody, MA**

King's Residences

Prepared for:

HDG King Street, LLC
800 Boylston Street, Suite 2230
Boston, MA 02199

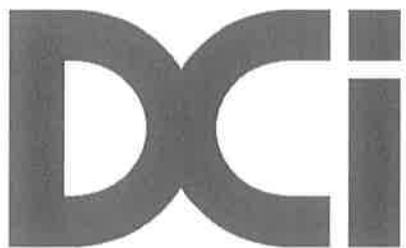
Prepared by:

Design Consultants, Inc.
120 Middlesex Avenue, Suite 20
Somerville, Massachusetts 02145-1104

Project 2019-053

March 6, 2020

Revised January 12, 2021



Design Consultants Inc.
Somerville - Quincy - Newburyport
www.dci-ma.com



A handwritten signature in black ink, appearing to read 'Wayne Keefner'.

Table of Contents

INTRODUCTION	2
EXISTING CONDITION	2
SOILS	3
PROPOSED CONDITION	3
STORMWATER STANDARDS.....	3
TABLE 1	4
CONCLUSION	7

Appendix

- A. Locus Map
- B. Existing Drainage Area Plan
- C. FEMA Flood Insurance Rate Map
- D. Site Soils
- E. Stormwater Checklist
- F. Proposed Drainage Area Plan and Preliminary Grading & Drainage Plan
- G. Existing and Proposed Hydrology and Pipe Sizing
- H. TSS Removal Sheet
- I. O&M Plan

INTRODUCTION

HDG King Street, LLC proposes to construct 135 condominium ownership units in three (3), multi-family, apartment style buildings at the property located on King Street in Peabody (*see Appendix A: Locus Map*). The 135,824 square foot (3.12 Acre) site is located in the Single-Family and Two-Family Residence (R-2) zone and is currently occupied by a vacant hospital building and an ancillary support building. Building A and Building C propose twenty-one (21) 1 bedroom units; twenty (20) 2 bedroom units; and four (4) 3 bedroom units; and Building B proposes twenty-three (23) 1 bedroom units; seventeen (17) 2 bedroom units; and five (5) 3 bedroom units. Proposed utility services will come from King Street. Stormwater management for the proposed development will consist of a closed drainage system to collect parking area and driveway runoff via catch basins and infiltration areas to provide groundwater recharge for roof area.

EXISTING CONDITION

The site is bounded by Southwick Road to the north, King Street to the south, Ellsworth Road to the west and by multi-family housing units to the east. The area surrounding the site is residential in nature. The site generally slopes to the east, with the western most portion of the site sloping to the west (towards Ellsworth Road). The high point of the site is approximately elevation 90, with the low point being approximately elevation 79. The site is fully developed, being mostly covered by either building or pavement, with small areas of landscaping.

Stormwater sewers are located within Southwick Road, King Street and Ellsworth Road. Per record plans provided by the Engineering Department the storm drainage system in the north end of Southwick Road as well as the storm drainage system within King Street flow towards the north. Per the same plans, the storm drainage system within Ellsworth Road flows towards the northwest, down Ellsworth Road. Three design points have been utilized for analyzing the site runoff. Design point 1 is taken as the westernmost point of the site (tributary to the storm drainage system in Ellsworth Road). Design point 2 is taken as the northeasternmost point of the site (tributary to the storm drainage system in Southwick Road). Design point 3 is taken as the southeasternmost point of the site (tributary to the storm drainage system in King Street). Selecting these design points allows for assessment of the runoff from the site tributary to the various storm drainage systems (*See Appendix B: Existing Drainage Area Plan*).

The site is serviced by municipal sanitary sewer located in King Street. Per record plans provided by the Engineering Department, a 6" or 8" sanitary sewer line with a 6" underdrain is located within King Street.

The site is serviced by municipal water located in King Street. Per record plans provided by the Engineering Department, a 12" main is located in King Street, installed in 1956.

The site is not located within the Ground Water Protection District nor the Surface Water Protection District.

According to FEMA flood insurance rate map number 25009C0418G, with an effective date of July 16, 2010 the subject property lies within Zone X, which is an Area of Minimal Flood Hazard (see Appendix C: FEMA Flood Insurance Rate Map).

SOILS

The NRCS Web Soil Survey characterizes the soil at the site as Urban Land, which does not have an Hydrologic Soil Group (HSG) rating (see Appendix D: Site Soils).

On-site soil testing was performed by DCI on December 10, 2020 and witnessed by the City of Peabody. Test results indicate the on-site soils consist of Sandy Loams, with a HSG of A. The Rawls rate associated with Sandy Loam is 1.02 inches/hour (per Table 2.3.3 of the Massachusetts Stormwater Handbook). Soil logs are include in Appendix D: Site Soils.

PROPOSED CONDITION

The proposed development includes the construction of three separate buildings, associated drives and parking as well as associated utilities required to service the individual buildings.

The proposed stormwater management system includes deep sump, hooded catch basins to collect runoff from parking areas and drives and infiltration areas to recharge roof runoff.

STORMWATER STANDARDS

A Checklist for Stormwater Report has been prepared and is included in Appendix E: Checklist for Stormwater Report.

Since the site is currently developed and no increase in impervious area is proposed, the project is classified as a Redevelopment Project. Therefore, as a redevelopment project, it is only required to meet the following Stormwater Management Standards to the maximum extent practicable: Standard 2, Standard 3, and the pretreatment and structural stormwater best management practice requirements of Standards 4, 5, and 6. Each of the standards of the DEP Stormwater Handbook and how the project addresses them is discussed below.

Standard 1 – Untreated Stormwater

Standard 1 states that “No new stormwater conveyances (e.g. outfalls) will discharge untreated stormwater directly to or cause erosion in wetlands or waters of the Commonwealth.”

The proposed drainage system does not include new conveyances that discharge directly without pre-treatment. Since no new conveyances will directly discharge untreated stormwater, the project meets Standard 1.

Standard 2 – Post Development Peak Discharge Rates

Standard 2 states that “Stormwater management systems shall be designed so that post-development peak discharge rates do not exceed pre-development peak discharge rates.”

Drainage calculations were prepared to evaluate peak discharges from the project site under both pre-development and post-development conditions utilizing the same three design points (see Appendix F: Proposed Drainage Area Plan and Preliminary Grading & Drainage Plan).

The hydrologic model used for this analysis is based upon the SCS Method. Both existing and proposed conditions are modeled for the 2-year, 10-year, 25-year, and 100-year storm events. The SCS Method allows for variable rainfall intensity throughout the storm duration, peaking near the middle of the Type III, 24-hour storm. Minimum times of concentration (t_c), are assumed to be five minutes for this site (see Appendix G: Existing and Proposed Hydrology and Pipe Sizing). The designed on-site stormwater management system collects and infiltrates site runoff reducing peak off-site flows and volumes for all storm events. Therefore this project meets Standard 2.

TABLE 1
Total Offsite Runoff

		Design Point 1		Design Point 2		Design Point 3	
		Existing	Proposed	Existing	Proposed	Existing	Proposed
2-Yr	Rate (cfs)	0.72	0.14	3.24	1.32	4.76	4.09
	Volume (af)	0.050	0.011	0.230	0.123	0.337	0.285
10-Yr	Rate (cfs)	1.23	0.38	5.30	3.98	7.78	6.88
	Volume (af)	0.088	0.027	0.386	0.262	0.566	0.495
25-Yr	Rate (cfs)	1.64	0.60	6.91	5.69	10.14	9.07
	Volume (af)	0.118	0.041	0.511	0.378	0.750	0.685
100-Yr	Rate (cfs)	2.47	1.10	10.24	8.54	15.02	14.22
	Volume (af)	0.182	0.075	0.775	0.630	1.138	1.089

The proposed pipes have been sized to accommodate the 10-Year design storm utilizing the Rational Method, see Appendix G: Existing and Proposed Hydrology and Pipe Sizing.

Standard 3 – Recharge to Groundwater

Standard 3 states that “Loss of annual recharge to groundwater shall be eliminated or minimized through the use of infiltration measures including environmentally sensitive site design, low impact development techniques, stormwater 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 pre-development conditions based on soil type. This condition is met when the stormwater management system is designed to infiltrate the required recharge volume as determined in accordance with the Massachusetts Stormwater Handbook.”

Per the Massachusetts Stormwater Handbook, Volume 3, Chapter 1, “The *Required Recharge Volume* equals a depth of runoff corresponding to the soil type times the impervious areas covering that soil type at the post-development site.”

Since a Hydrologic Soil Group of A was used for the entire site and the amount of impervious area was reduced from 111,872 sf in the existing conditions to 100,641 sf in the proposed,

condition, there is no required recharge volume as the increase in the pervious area in the proposed condition will by default eliminate the loss of annual recharge to groundwater.

Ultimately, the cumulative volume of storage provided in the infiltration areas is 7,246 cf or 54,204 gallons. However since there is no new impervious area introduced in the proposed conditions of this project, this project meets Standard 3.

Standard 4 – Removal of 80% Total Suspended Solids (TSS)

Standard 4 states that “Stormwater management systems shall be designed to remove 80% of the average annual post-construction load of Total Suspended Solids (TSS). This Standard is met when: (a) Suitable practices for source control and pollution prevention are identified in long-term pollution prevention plan, and thereafter implemented and maintained; (b) Structural stormwater best management practices are sized to capture the required water quality volume determined in accordance with the Massachusetts Stormwater Handbook; and (c) Pretreatment is provided in accordance with the Massachusetts Stormwater Handbook.”

Volume 3, Chapter 1 of the Stormwater Handbook states under Standard 7 “Complete computations to determine whether proposed structural BMPs fully meet the requirements of Standards 2 through 6. At a minimum, demonstrate that proposed stormwater management system meets Standards 2, 3, and the structural BMP requirements of Standards 4, and, if applicable, 5 and 6 to the maximum extent practicable. Demonstrate that measures have also been proposed to improve existing conditions. The “Redevelopment Checklist” set forth in Volume 2 Chapter 3 may be used to make these demonstrations.”

The proposed stormwater management system meets the structural BMP requirement of Standard 4 by utilizing deep sump, hooded catch basins for collecting the runoff from driveways and parking areas. This BMP removes 25% of Total Suspended Solids (*Appendix H: TSS Removal Sheet*). This is an improvement over the existing condition as there is currently no treatment of stormwater runoff. Therefore, this project meets Standard 4 to the maximum extent practicable.

Standard 5 – Land Uses with higher Potential Pollutant Loads

Standard 5 states that “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. If through source control and/or pollution prevention all land uses with higher potential pollutant loads cannot be completely protected from exposure to rain, snow, snow melt, and stormwater runoff, the proponent shall use the specific structural stormwater BMPs determined by the Department to be suitable for such uses as provided in the Massachusetts Stormwater Handbook.”

The project use is not a Land Use with Higher Potential Pollutant Loads. Therefore, Standard 5 is not applicable to this project.

Standard 6 – Critical Areas

Standard 6 states that “Stormwater discharges within the Zone II or Interim Wellhead Protection Area of a public water supply and stormwater discharges near or to any other critical area require the use of the specific source control and pollution prevention measures and the specific structural stormwater best management practices determined by the Department to be suitable for managing discharges to such areas as provided in the Massachusetts Stormwater Handbook.”

The subject site is not located within or adjacent to a Critical area. Therefore, Standard 6 is not applicable to this project.

Standard 7 – Redevelopment

Standard 7 states that “A redevelopment project is required to meet the following Stormwater Management Standards only to the maximum extent practicable: Standard 2, Standard 3, and the pretreatment and structural best management practice requirements of Standards 4, 5 and 6. Existing stormwater discharges shall comply with Standard 1 only to the maximum extent practicable. A redevelopment project shall also comply with all other requirements of the Stormwater Management Standards and improve existing conditions.”

The proposed project meets the definition of a Redevelopment Project, and is not proposing to increase impervious areas on site. Therefore, this project is in compliance with the Stormwater Standards required for a Redevelopment Project. As a result, this project meets Standard 7.

Standard 8 – Erosion and Sedimentation Controls

Standard 8 states that “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) shall be developed and implemented.”

A Stormwater Pollution Prevention Plan for the Project will be submitted prior to any land disturbance on the site. Therefore, this project meets Standard 8.

Standard 9 – Operation and Maintenance Plans

Standard 9 states: “A long-term operation and maintenance plan shall be developed and implemented to ensure that stormwater management systems function as designed. “

A Stormwater Management Operations and Maintenance (O&M) Plan has been prepared in accordance with the Stormwater Handbook (*See Appendix I: O&M Plan*). Therefore, this project meets Standard 9.

Standard 10 – Illicit Discharges to Drainage System

Standard 10 states: “All illicit discharges to the stormwater management system are prohibited.”

There are no known or suspected illicit discharges to the stormwater management system at the project site. Therefore the Project complies with Standard 10.

CONCLUSION

The proposed redevelopment of this site incorporates numerous infrastructure improvements and upgrading of the parking and usage at this location. The total off-site peak discharge rates and volume will be decreased in the post-development condition. The site has been graded to maintain existing flow patterns as much as possible and to prevent stormwater runoff from flowing onto abutting private properties. All standards of the DEP Stormwater Handbook have been met.

Appendix A: Locus Map