

20

**248 High Street
Acton, MA**

Purchase Price Limit	
Housing Cost:	
Sales Price	\$200,200
5% Down payment	\$10,010
Mortgage	\$190,190
Interest rate	4.50%
Amortization	30
Monthly P&I Payments	\$963.66
Tax Rate	\$19.23
monthly property tax	\$321
Hazard insurance	\$100
PMI	\$124
Condo/HOA fees (if applicable)	\$90
Monthly Housing Cost	\$1,598
Necessary Income:	\$63,928
Household Income:	
# of Bedrooms	3
Sample Household size	4
80% AMI/"Low-Income" Limit	\$73,050
Target Housing Cost (80%AMI)	\$1,826
10% Window	\$63,919
Target Housing Cost (70%AMI)	\$1,598

Comments:

Sample affordable sale price for a 3-BR SFH in Acton, MA using the applicable (Boston-Cambridge-Quincy) regional 2016 income limit adjusted to the appropriate target household size (i.e., 4-person) and assuming the local 2016 tax rate of \$19.23 and a time-sensitive interest rate of 4.5% (minimum of a quarter percent above the latest prevailing fixed 30-year rate as listed on Freddie Mac's interest rate survey). Please be aware that this is only an estimate being provided for planning/feasibility purposes and that actual affordable



your resource for Affordable Housing



**248 HIGH STREET - ACTON
DEMONSTRATION OF NEED FOR LOCAL PREFERENCE**

The Town of Acton continues to have a need for a local preference for affordable units as the following statistics demonstrate:

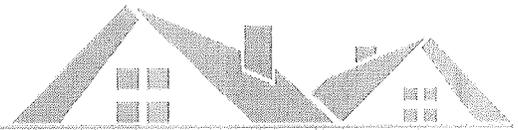
- The most common measure of housing affordability is the percent of income that households spend on housing costs. According to most federal and state agencies, households that spend more than 30% of income on housing costs are “cost burdened.” Households that spend more than 50% of income on housing are “severely cost burdened.” Areas where more than 30% of households are cost burdened face an affordable housing shortage. In Acton, 31 percent and 13 percent of households are cost burdened and severely cost burdened, respectively, compared to 29 percent and 14 percent of households statewide. (Housing.ma)
- According to the American Community Survey approximately 23% of Acton households have income under \$50,000 and less than 6.5% of Acton’s housing stock is affordable.
- According to MLS there are currently 57 Single Family Homes for sale with an average list price of \$737,048. The least expensive home is priced at \$325,000 which is a teardown per MLS Listing. A four person household earning up to \$73,050, at 80% of median, could purchase a home up to \$200,200 priced at 70% of median income.
- According to MLS 25 homes have sold in the last 6 months. The average sale price was \$488,193. The least expensive home sold for \$339,000 and was a short sale.
- The Town of Acton currently has a population of 21,924 within 8,829 housing units. The median value of the homes within the Town is in excess of \$524,800 (per Zillow), with a median per capita income in excess of \$120,865.
- 6.5% of Acton housing stock is affordable and included on the Subsidized Housing Inventory.

248 High Street is offering 2 three bedroom home for eligible first time homebuyers. We would like to offer one of those home to a local household meeting one of the following Local Preference criteria:

- Current Acton Resident
- Employed by the Town of Acton, the Acton Public Schools, the Acton-Boxborough Regional School District or the Acton Water District
- Employee working in the Town of Acton or with a bonafide offer of employment for a company located in Acton



your resource for Affordable Housing



248 High Street Acton, MA

Marketing and Outreach Plan Lottery Plan

Introduction

The marketing program for 248 High Street in Acton, Massachusetts, will be grass roots in nature with the focus on the local market. In the immediate market area including the Town of Acton there is a population of families in need of quality affordable units. We are excited to have the opportunity to provide 2 new construction three bedroom homes for distribution to qualified first time homebuyers.

The units will be distributed based upon criteria established by the Department of Housing and Community Development (DHCD) and the Local Initiative Program (LIP). These units will be distributed to two applicant pools; the Local Pool qualified under Acton’s Local Preference criteria and the Open Pool.

The objective of the marketing program is to identify a sufficient pool of applicants for the available units. Based upon the lottery results, all applicants would have their proper rank in the appropriate pools. This will enable us to quickly determine who would have the first opportunity for the purchase of an upcoming home.

What follows is a list of activities and materials we intend to utilize to assist in our marketing of the units, processing of the applicants and our attempts to reach out to the local community’s minority population.

General Information

248 High Street and the Town of Acton have worked together to create the affordable housing opportunity at 248 High Street in Acton, Massachusetts. The project includes 8 three bedroom single family homes. Two of the homes will be affordable.

These units will be sold, by lottery, to households who meet the eligibility requirements and have an income at or below 80% of the area median income, for the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area, adjusted for Household size. The current unit pricing is: \$200,200. FINAL PRICING DETERMINED PRIOR TO START OF MARKETING.

Each home features 3 bedrooms, 2 1/2 baths, an unfinished bonus room in +/- 1800 sq. ft of living space and a 2 car garage.

The affordable units will have a “Deed Rider” that will be recorded with the deed at the time of purchase. This deed rider restricts the amount that the unit can be resold for, based on a Resale Price Multiplier, and requires subsequent buyers to have a household income at or below 80% of the area median income at the time of resale.



The deed rider requires principal residency, affordability for perpetuity and prior approval from the Town and DHCD for capital improvements and refinancing. Only household members may sign the mortgage.

248 High Street will be sponsoring an application process and lottery to rank the eligible program applicants. The application and lottery process as well as the eligibility requirements, are described in this plan. MCO Housing Services, of Harvard, MA, has been contracted as their lottery agent. MCO Housing Services has been providing Lottery Services to area developers for over 20 years. The contact information is:

MCO Housing Services
Maureen O'Hagan
P.O. Box 372
Harvard, MA 01451
(978) 456-8388
maureen@mcohousingervices.com

Marketing and Outreach Plan

Acton, MA is located 25 miles northwest of Boston with easy access to Routes 2, 27 and 111 and nearby access to Route 495. The MBTA Commuter Rail stops in South Acton with 2 additional stops in the neighboring communities of Littleton and West Concord.

Application availability and a public information meeting will be announced, with a minimum of two ads, in the Beacon, the local newspaper. Additional ads will be placed in Action Unlimited (See attached Marketing and Outreach Schedule for complete marketing program.) We will work closely with the Beacon to have articles placed to ensure awareness of the project and the available affordable housing opportunities. Placement on the town website and cable channel will also be pursued, along with emails to all town and school employees.

Minority Outreach will be conducted through advertisements in El Mundo and The Baystate Banner.

A listing on the www.massaccesshousingregistry.org and www.massaffordablehomes.org will also announce the lottery and application availability. Additionally, a mailing will be sent to local social service and public organizations. See attached list.

MCO Housing Services will post the 248 High Street lottery information and application on line at www.mcohousingervices.com. Applicants can receive an application by contacting MCO Housing Services at 978-456-8388 or lotteryinfo@mcohousingervices.com or pick up applications at the Acton Town Hall or Public Library. MCO Housing Services can be reached at:

MCO Housing Services
P.O. Box 372
Harvard, MA 01451
(978) 456-8388
FAX: (978) 456-8986
lotteryinfo@mcohousingervices.com

A local Public Information Meeting is scheduled for _____ at 6:30 p.m. in the _____ Room at the Acton Town Hall where questions regarding program eligibility requirements, preferences for selections and the lottery process will be addressed. The application deadline is _____ with the lottery being held _____.

Applicants need to submit the required financial documentation and mortgage pre-approval on or before the application deadline to be included in the lottery. A confirmation email will be sent to each eligible applicant, who mailed in their application, stating their lottery code after the application deadline. Lottery codes will be announced during the lottery drawing, to ensure applicants privacy.

Eligibility Requirements

Each lottery applicant must meet the following eligibility requirements:

1. Must be a first time homebuyer defined as not having owned residential property for three years, including homes in a trust. **Exceptions as follows:

1. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
2. single parent, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of who the individual has custody or joint custody, or is pregnant);
3. households where at least one household member is 55 or over;
4. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
5. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of construction a permanent structure.

**A home owned by one of the above exceptions must be sold prior to closing on the affordable unit.

2. Meet the maximum gross allowable income guidelines, adjusted for household size, as follows:

Household Size	1	2	3	4	5	6
Max Allowable Income	\$51,150	\$58,450	\$65,750	\$73,050	\$78,900	\$84,750

(Note: This represents 80% of the annual household median income for the area and is subject to adjustments. This assumes a household size of 1-6 people. This income limit is subject to change based upon DHCD updating.)

3. Total household assets shall not exceed \$75,000. Full value or a portion of liquid retirement assets are counted.

Complete Income and Asset Guidelines will be provided upon request, if you have an opportunity to purchase or you can view online at www.mcohousingervices.com.

Additional restrictions;

- Must meet one of the Local Preference Eligibility Criteria to be included in the local pool.
- Units must be principal residence of the owners and cannot be rented or leased.
- Non-household members are not permitted to be co-signers on the mortgage.

Mortgage Guidelines:

1. Be a fully amortizing fixed rate mortgage with a down payment of at least 3%, at least half of which must come from the buyer's own funds.
2. Be made by an institutional lender.
3. Have a fixed interest rate through the full term of the mortgage that is a current fair market interest rate.
4. No more than 2 points.
5. Monthly housing (inclusive of principal, interest, property taxes, hazard insurance, private mortgage insurance and condominium or homeowner association fees) may not exceed 38% of the buyers monthly income for the mortgage.
6. Non-household members shall not be permitted as co-signers of the mortgage.

A mortgage pre-approval letter will be required to participate in the lottery. The pre-approval letter must be based on applicants' credit score and current financial situation and MUST be from an institutional lender familiar with affordable deed restrictions and received with their application before the application deadline. An online letter will NOT be accepted. A list of banks will be available at the Public Information Meeting and upon request.

Complete financial documentation will also be required to participate in the lottery. Failure of applicants to provide documentation will disqualify them for the lottery.

Lottery Process and Preferences

MCO Housing Services will screen all applications. Applicants who mail in their application will receive a confirmation email.

There will be two pools for this lottery, Local and Open. One unit to be included in each pool.

Preferences

The local preference categories are:

- Current Acton Resident
- Employed by the Town of Acton, the Acton Public Schools, the Acton-Boxborough Regional School District or the Acton Water District
- Employee working in the Town of Acton or with a bona fide job offer from an employer located in the Town of Acton.

Proof of local preference will be required if they have an opportunity to purchase and will be verified by the Town.

Household Size

Preference for the three bedroom units will be given to households who require three bedrooms. Second preference is for households who require two bedrooms. Third preference is for households that require one bedroom.

Unit preferences are based on the following:

- a. There is a least one occupant per bedroom.
- b. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- c. A person described in (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and reliable medical documentation is provided substantiating the adverse impact.

- d. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
- e. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

Persons with disabilities are entitled to request a reasonable accommodation of rules, policies, practices, or services or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the person(s) with disabilities equal opportunity to use and enjoy the housing.

Minority Preference

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 27%, a preliminary lottery will be held comprised of all the minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn at random from the general pool until their percentage in the local pool closely approximates the percentage in the surrounding HUD-defined area. Applicants not selected for the local pool would be in the at-large pool only.

Resale of Affordable Units

The resale of the affordable units will be coordinated by the Monitoring Agent. If you have an opportunity to purchase you will receive a copy of the LIP Homebuyer Disclosure Statement which outlines the limitation on profit, steps to resell the unit, time allowed to sell, and capital improvements etc. If you would like to receive a copy of this document send an email to maureen@mcohousingservices.com and a copy will be emailed to you.

Summary

We believe this outreach program will ensure that the Town of Acton and the surrounding communities will be notified of the available opportunities and the smooth and fair processing of all potential applicants. It is our intention to work with the Town of Acton to incorporate local requests and ideas.



Acton Affordable Housing
Two 3 Bedroom SFH
Price: \$200,200



248 High Street—Acton, MA

Public Information Meeting

Application Deadline

MAX INCOME

1—\$51,150	4—\$73,050
2—\$58,450	5—\$78,900
3—\$65,750	6—\$84,750

Assets to \$75,000

Units by Lottery

For Info and Application:

Pick Up: Acton Town Hall, Town
 Clerks Office or Public Lib.

Phone: (978) 456-8388

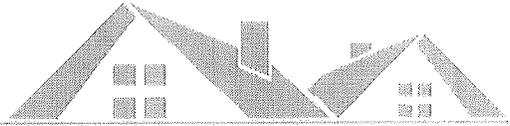
Email: maureen@mcohousingservices.com

Photo

Application available online at: www.mcohousingservices.com



your resource for Affordable Housing



Lottery Information 248 High Street Acton, MA

248 High Street is a new 8-unit development offering 2 three bedroom single family homes for eligible first time homebuyers (certain exceptions apply). Each unit has three bedrooms, 2 ½ baths, an unfinished bonus room and a two car garage in approximately 1768 sq. ft. Refrigerator, electric stove/oven, microwave, dishwasher, laundry hookup, and central air are included.

The maximum sales price for the affordable units is \$200,200. (FINAL PRICING DETERMINED PRIOR TO MARKETING.) The units will be sold by lottery as outlined in the attached package. Please review the enclosed information packet in detail and complete the application and disclosure statement at the rear of the packet.

PLEASE NOTE: All applicants must include a mortgage pre-approval letter, from an institutional lender familiar with affordable deed restrictions, and complete financial documentation with the application. An application will be considered incomplete and will not be included in the lottery if a mortgage pre-approval letter and all documentation is not received on or before the application deadline.

A Public Information Meeting has been scheduled for _____ in the _____ at the _____ in Acton to answer specific questions and provide an overview of the process. If you cannot attend this meeting please call MCO Housing Services at 978-456-8388 with any questions.

Applications may be mailed to MCO Housing Services, P.O. Box 372, Harvard, MA 01451. The application deadline is _____. All complete applications must be postmarked on or before _____ to be included in the lottery. The lottery will be held _____ in _____ in Acton.

Thank you for your interest in affordable housing at 248 High Street. We wish you the best of luck. If you have questions and cannot attend the Public Information Meeting, please contact MCO Housing Services at 978-456-8388 or email us at lotteryinfo@mcohousingservices.com. We encourage you to advise other people or organizations that may be interested in this program and make copies of the relevant information as needed.

Sincerely,

Maureen M. O'Hagan
MCO Housing Services for
248 High Street



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



248 High Street

AFFORDABLE HOMES through the Local Initiative Program Question & Answer

What are the qualifications required for Prospective Buyers?

- Qualify based on the following maximum income table, which is adjusted for household size:

Household Size	1	2	3	4	5	6
Max Allowable Income	\$51,150	\$58,450	\$65,750	\$73,050	\$78,900	\$84,750

LOTTERY APPLICANT QUALIFICATIONS:

1. Household income cannot exceed the above maximum allowable income limits.
 2. Household must be a first time homebuyer defined as not having owned a residential property for three years, including in a trust. ** The following exceptions apply:
 - a. displaced homemakers, where the displaced homemaker (an adult who has not worked full-time, full-year in the labor force for a number of years but has, during such years, worked primarily without remuneration to care for the home and family), while a homemaker, owned a home with his or her partner or resided in a home owned by the partner;
 - b. single parent, where the individual owned a home with his or her partner or resided in a home owned by the partner and is a single parent (is unmarried or legally separated from a spouse and either has 1 or more children of who the individual has custody or joint custody, or is pregnant);
 - c. households where at least one household member is 55 or over;
 - d. households that owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations; and
 - e. households that owned a property that was not in compliance with State, local or model building codes and that cannot be brought into compliance for less than the cost of construction a permanent structure.
- ** A home owned by one of the above exception must be sold prior to closing on the affordable unit.
3. Total household assets shall not exceed \$75,000. Liquid retirement assets are counted.
 - a. Individual retirement, 401K and Keogh accounts are included at 100% of the account value.
 - b. The value of Retirement and Pension Funds differ if you are employed or are no longer working. If still employed the value is determined using the amount you can withdraw less any penalties or transaction costs. At retirement, termination of employment or withdrawal periodic receipts from pension and retirement funds are counted as income. Lump sum receipts are counted as assets.

Complete Income and Asset Guidelines will be provided upon request, if you have an opportunity to purchase or you can view online at www.mcohousingservices.com.

Other program highlights for Lottery applicants:

- Unit must be principal residence of the owners and can not be rented or leased.
- Non-household members are not permitted to be co-signers on the mortgage.
- A mortgage pre-approval letter, from a bank experienced with deed-restricted properties, is required to participate in this lottery.

Are there mortgage guidelines that we need to follow?

Yes, they are:

- (1) Must secure a 30 year fixed rate mortgage.
- (2) The loan must have a current fair market interest rate. No more than 2% points above the current MassHousing Rate.
- (3) The buyer must provide a down payment of at least 3%, 1.5% of the purchase price must come from the buyer's own funds.
- (4) The loan can have no more than 2 points.



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- (5) The sales price of the unit is set by DHCD to be affordable to an income-eligible household paying no more than 30% of their monthly income for housing costs. The buyer may not pay more than 38% of their monthly income for housing costs.
- (6) Non-household members are not permitted to be co-signers on the mortgage.

The mortgage must be from an institutional lender familiar with affordable deed restriction guidelines.

Are there preferences for local residents and those with families?

Yes. One of the homes is for a household that meets at least one of the Local Preference criteria. Refer to the application for the local preference guidelines. Household size preference for the three bedroom units will be given to households that require three bedrooms, second preference is for households requiring two bedrooms and third preference is for a household requiring one bedroom. Applicants are entered into all pools for which they are eligible.

Unit preferences are based on the following:

- a. There is a least one occupant per bedroom.
- b. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- c. A person described in (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and reliable medical documentation is provided substantiating the adverse impact.
- d. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
- e. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

Persons with disabilities are entitled to request a reasonable accommodation of rules, policies, practices, or services or to request a reasonable modification of the housing, when such accommodations or modifications are necessary to afford the person(s) with disabilities equal opportunity to use and enjoy the housing.

Are there preferences for minorities?

Yes, if the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area, currently 27%, a preliminary lottery will be held, comprised of all the minority applicants who do not qualify for the Local Preference Pool. Minority applicants would be drawn until their percentage in the local pool at least meets the percentage in the Boston-Cambridge-Quincy, MA-NH HUD Metro FMR Area. Applicants not selected for the local pool would be in the open pool only.

Are there any restrictions?

YES. Deed restrictions are used to ensure the units are affordable for future buyers. The deed rider requires principal residency, affordability for perpetuity and prior approval from the Town and DHCD for capital improvements and refinancing. If you choose to sell your unit you must notify the town and DHCD in writing. There is a limit on the resale price. The maximum resale price is determined by DHCD using a Resale Price Multiplier, a figure calculated by taking the initial sales price and dividing it by the area median income. **For example**, if the initial price is \$200,200 and the current area median income is \$98,100, the Resale Price Multiplier would be $\$200,200/\$98,100= 2.04$.

Upon resale, the Resale Price Multiplier is multiplied by the updated area median income number to determine the maximum resale price.

All selected applicants are urged to review the deed rider with their own attorney. All buyers will be provided with a copy at the time of Purchase and Sale Agreement. Email maureen@mcohousingservices.com for a copy of the deed rider.

How much money do I need to make to afford the unit?



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



The minimum income required to purchase is based upon an applicant's ability to secure a mortgage. Attached is a "Sample Affordability Analysis" based upon current interest rates and anticipated real estate taxes and related housing expenses.

Lottery Process

Due to the nature of the affordable units' availability it is important for everyone to understand the procedure. Please understand the allowable income guidelines are adjusted based upon your household size. Also be advised that the program and its requirements are subject to changes in local, state or federal regulations.

Lottery Pools

The lottery has two pools – Local and Open. The unit and pools breakdown as follows:

<u>Pool</u>	<u>Qualifications</u>	<u># of Units</u>
Local Pool	Must meet at least one of the Local Preference Criteria as listed on the application.	1
Open Pool	All applicants. Unit will be distributed through the Open Pool if there are no local applicants or if all Local applicants choose not to purchase.	1

Local applicants would have two opportunities to purchase a unit by being in both the Local and Open Pools.

Household size preference for the three bedroom units will be given households that require three bedrooms, second preference is for households requiring two bedrooms and third preference is for a household requiring one bedroom.

Unit preferences are based on the following:

- a. There is a least one occupant per bedroom.
- b. A husband and wife, or those in a similar living arrangement, shall be required to share a bedroom. Other household members may share but shall not be required to share a bedroom.
- c. A person described in (b) shall not be required to share a bedroom if a consequence of sharing would be a severe adverse impact on his or her mental or physical health and reliable medical documentation is provided substantiating the adverse impact.
- d. A household may count an unborn child as a household member. The household must submit proof of pregnancy with the application.
- e. If the applicant is in the process of a divorce or separation, the applicant must provide proof that the divorce or separation has begun or has been finalized, as set forth in the application.

All of the applicants will be pulled and their lottery code announced at the time of the lottery. This order of selection will establish the rankings for the home distribution. There will be two pools of applicants, one for local applicants only and the second for local and non-local applicants (open pool). For example, if there are 10 local applicants and 20 non-local applicants for the lottery, the first local applicant that meets the preference criteria would have an opportunity to purchase one home, and the remaining local pool applicants would establish the waiting list for that home.

Time Frames

It is anticipated the homes will be available for occupancy beginning Spring 2017. If you are selected and have the opportunity to purchase the unit, you will speak or meet with a representative to review your application to verify all information. The Applicant selected for the home will start working with their lender immediately to secure the necessary mortgage. Please be advised that the final income verification will be done at the time you have an opportunity to purchase a unit. All applicants must be determined income/asset eligible BEFORE they are entered into the lottery. The selected applicants' financial documents are verified again just before closing.



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



Acceptance of Homes

If you choose not to purchase the property, you will go to the bottom of the list and will likely NOT have another opportunity.

Summary

We hope this helps explain the process by which the units will be distributed. It can be a lengthy and sometimes complicated process. We greatly appreciate your participation and wish you the best of luck in the lottery process.

SAMPLE AFFORDABILITY ANALYSIS

Home Price	\$ 200,200.00
Interest Rate	4.5%
Down Payment (%)	5%
Down Payment (\$)	\$ 10,010.00
Mortgage Amount	\$ 190,190.00
Monthly Expenses	
Principal & Interest	\$ 963.00
Real Estate Taxes	321.00
Private Mortgage Insurance	124.00
Hazard Insurance	100.00
HOA Monthly Fee	90.00
TOTAL Monthly Expenses	\$ 1,598.00

NOTES:

ALL values are estimates and are subject to change.

Acton 2016 Residential Tax Rate = \$19.23 per thousand

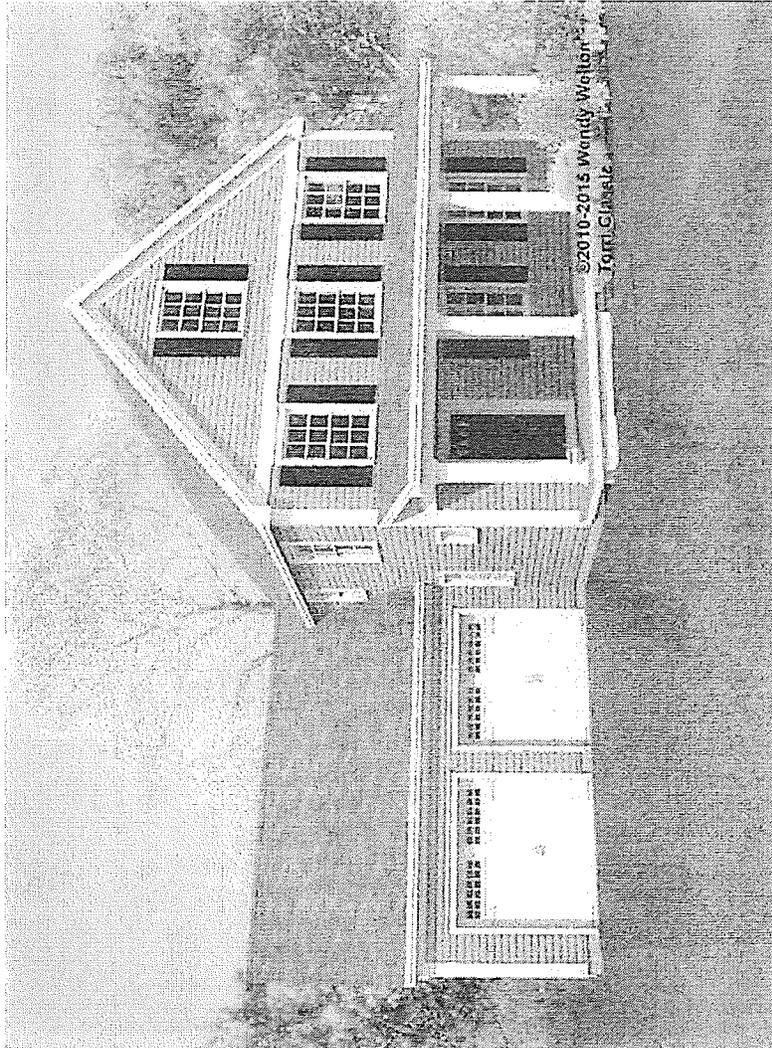
Unit Availability and Distribution

Unit #	Unit Address	Designated Winner	Estimated Availability*



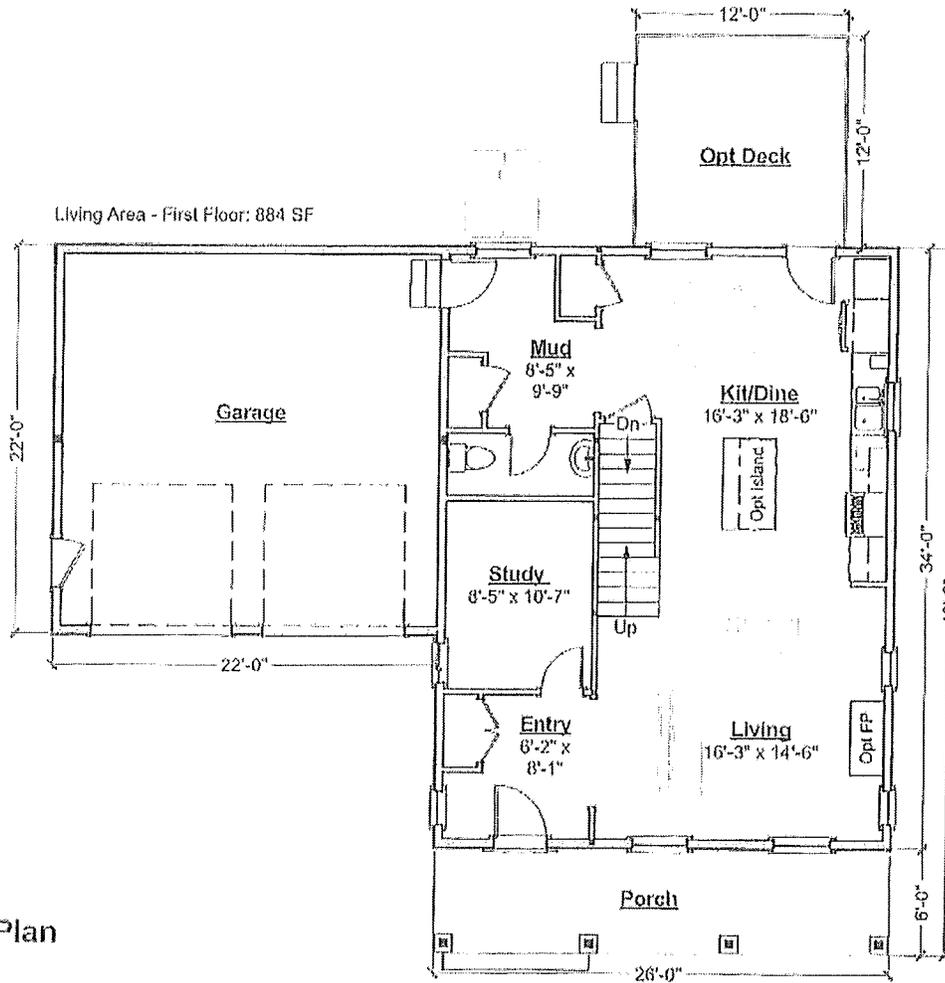
Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.





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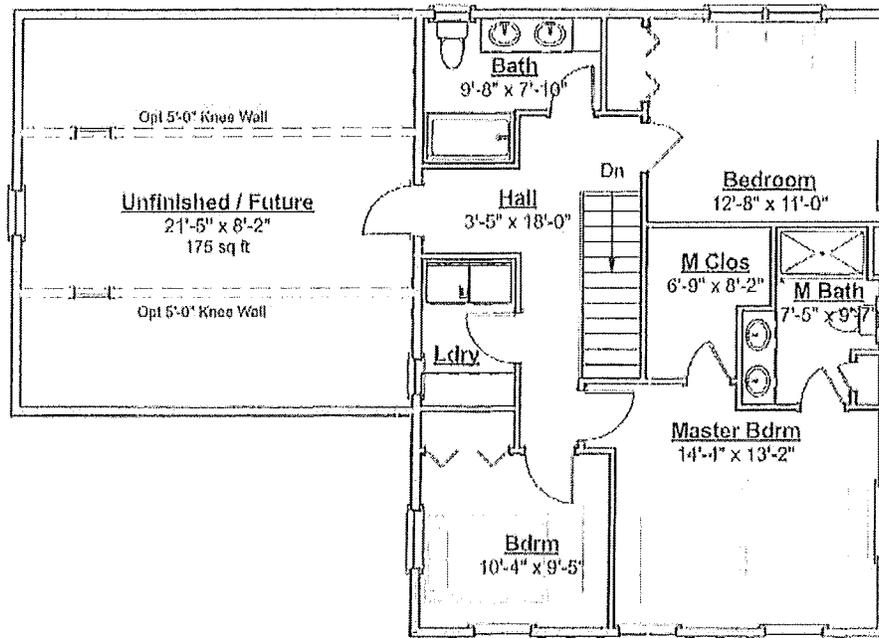
First Floor Plan



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



Living Area - Second Floor: 884 SF



Second Floor Plan



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248 High Street

LOTTERY APPLICATION

APPLICATION DEADLINE:

For Office Use Only:

Date Appl. Rcvd: _____

Local: Y / N

Household Size: _____

Lottery Code: _____

PERSONAL INFORMATION:

Date: _____

Name: _____

Address: _____ Town: _____ Zip: _____

Cell/Home: _____ Work: _____

Email: _____

Have you or any member of your household ever owned a home? _____ If so, when did you sell it? _____

You must meet one of the Local Preference Eligibility Criteria established by the Town of Acton to be in the local pool.

Please check the each appropriate category(s) that applies to your household*:

- Current Acton Resident
- Employed by the Town of Acton, the Acton Public Schools, the Acton-Boxborough Regional School District or the Acton Water District
- Employee working in the Town of Acton or with a bonafide offer of employment for a company located in Acton

FINANCIAL WORKSHEET: (Include all Household Income which includes gross wages, retirement income (if drawing on it for income), business income, veterans benefits, alimony/child support, unemployment compensation, social security, pension/disability income, supplement second income and dividend income.)

Borrowers Monthly Base Income (Gross) _____

Other Income _____

Co-Borrowers Monthly Base Income (Gross) _____

Other Income _____

TOTAL MONTHLY INCOME: _____

Household Assets: (This is a partial list of required assets. A complete list will be provided should you have an opportunity to purchase. Complete all that apply with current account balances)

Checking (avg balance for 6 months) _____

Savings _____

Stocks, Bonds, Treasury Bills, CD or _____

Money Market Accounts and Mutual Funds _____

Individual Retirement, 401(k) and Keogh accounts _____

Retirement or Pension Funds _____

Revocable trusts _____

Equity in rental property or other capital investments _____

Cash value of whole life or universal life insurance policies _____

Downpayment Gift _____

TOTAL ASSETS _____



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



EMPLOYMENT STATUS: (include for all working household members. Attach separate sheet, if necessary.)

Employer: _____
Street Address: _____
Town/State/Zip: _____
Date of Hire (Approximate): _____
Annual Wage - Base: _____
Additional: _____ (Bonus, Commission, Overtime, etc.)

ABOUT YOUR FAMILY: OPTIONAL

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the home. Please check the appropriate categories:

	Applicant	Co-Applicant	(#) of Dependents
Black or African American	_____	_____	_____
Asian	_____	_____	_____
Hispanic/Latino	_____	_____	_____
Native Hawaiian / Pacific Islander	_____	_____	_____
Native American or Alaskan Native	_____	_____	_____
Other, Not White	_____	_____	_____

The total household size is _____

Household Composition: Include Applicant(s)

Name _____	Relationship _____	Age _____	Name _____	Relationship _____	Age _____
Name _____	Relationship _____	Age _____	Name _____	Relationship _____	Age _____
Name _____	Relationship _____	Age _____	Name _____	Relationship _____	Age _____

ADDITIONAL INFORMATION:

Please be advised that the income to be used should include income for all members of the household that are to be residing in the home. Applicants will be responsible for all closing costs associated with the purchase of a home. The down payment must be a minimum of 3%, 1/2 of which must come from the buyer's own funds, based upon standard underwriting procedures. Some of this may be in the form of a gift depending on the lending institution.

SIGNATURES:

The undersign warrants and represents that all statements herein are true. Income and assets must be verified and a pre-approval letter from a bank submitted before entry into lottery to have an opportunity to purchase the affordable homes at 248 High Street in Acton, MA. I (we) understand if selected all information provided shall be verified for accuracy at the time of bank application prior to closing.

Signature _____	Date: _____
Applicant	
Signature _____	Date: _____
Co-Applicant	

Return with **SIGNED** Affidavit & Disclosure Form, mortgage pre-approval letter and complete financial documentation to:

MCO Housing Services
P.O. Box 372
Harvard, MA 01451



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



Affidavit & Disclosure Form

I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable home at 248 High Street in Acton, MA.

1. The annual household income for my family does not exceed the allowable limits as follows:

Household Size	1	2	3	4	5	6
Max Allowable Income	\$51,150	\$58,450	\$65,750	\$73,050	\$78,900	\$84,750

Income from all family members must be included.

2. I/We have not individually or jointly owned a single family home, town home, condominium or co-op within the past three (3) years, including homes in a trust. We understand the exceptions that apply.
3. I/We certify that my/our total household assets do not exceed the \$75,000 asset limit and understand additional asset guidelines will be provided if we have an opportunity to purchase.
4. The household size listed on the application form includes only and all the people that will be living in the residence.
5. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that providing false information will result in disqualification from further consideration.
6. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to purchase a home. I/We understand that all application data will be verified and additional financial information may be required, verified and reviewed in detail prior to purchasing a home.
7. I/We understand that it is my/our obligation to secure the necessary mortgage pre-approval for the home purchase through a bank experienced with deed-restricted housing. I/We understand all expenses, including closing costs and down payments, are my responsibility.
8. I/We further authorize MCO Housing Services to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information and directs any employer, landlord or financial institution to release any information to MCO Housing Services and consequently the project's monitoring agency, for the purpose of determining income eligibility.
9. I/We understand that if selected I/we will be offered a specific home. I/We will have the option to accept the available home, or to reject the available home. If I/we reject the available home I/we will move to the bottom of the waiting list and will likely not have another opportunity to purchase an affordable home.
10. Program requirements are established by the Dept of Housing and Community Development (DHCD) and the Town of Acton. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
11. I/We certify that no member of our family has a financial interest in the project.
12. I/We understand there may be differences between the market and affordable units and accept those differences.
13. I/We understand these are deed restricted units and acknowledge that it is recommended we consult an attorney.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available homes at 248 High Street. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.

Applicant

Co-Applicant

Date:

Return with completed and signed application, a mortgage pre-approval letter and all financial documentation to:
MCO Housing Services, P.O. Box 372, Harvard, MA 01451



Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.



REQUIRED FINANCIAL DOCUMENTATION

Please provide a copy of all applicable information.

1. Federal Tax Returns – 2013, 2014, 2015 (**DO NOT SEND MASS STATE TAXES**)
2. W2 and/or 1099-R Forms: 2013, 2014, 2015
3. Asset Statement(s): **Current** statements including 6 months checking accounts (full statement showing activity/every page front and back), saving accounts (full statement), investment accounts including retirement, certificate of deposit, property, down payment gift amount etc.
4. Five (5) **consecutive** pay stubs ending within one month of unit application for all jobs (check/direct deposit stubs). For unemployment, copies of unemployment checks or DOR verification stating benefits received.
5. Social Security: official statement of monthly amount received for year in review and statement of total amount received for latest tax year.
6. Pension: statements indicating amount received for year in review and statement of total amount received for latest tax year.
7. Child support and alimony: document indicating the payment amount.
8. Proof of student status for dependent household members over age of 18 and full-time students.
9. If you intend to utilize a gift from a family member to assist with the down payment, please advise us of the gift amount with the name and telephone number of the person providing the gift.
10. If you owned a home within the past 3 years but it was sold due to a divorce provide copy of divorce or separation papers and proof of the home sale showing equity received.
11. If you are self-employed you must provide detailed income and expense spreadsheet for the 6 months prior to application and 3 months of business checking account statements.

Please bring a copy of the following Mortgage Guidelines to your lender. As a reminder the Guidelines are:

1. Be a fully amortizing fixed rate mortgage with a down payment of at least 3%, at least half of which must come from the buyer's own funds.
2. Be made by an institutional lender.
3. Have a fixed interest rate through the full term of the mortgage that is a current fair market interest rate.
4. No more than 2 points.
5. Monthly housing (inclusive of principal, interest, property taxes, hazard insurance, private mortgage insurance and condominium or homeowner association fees) may not exceed 38% of the buyers monthly income for the mortgage.
6. Non-household members shall not be permitted as co-signers of the mortgage.

Return all documentation, mortgage pre-approval, application and affidavit and disclosure form to:

**MCO Housing Services
P.O. Box 372
Harvard, MA 01451**

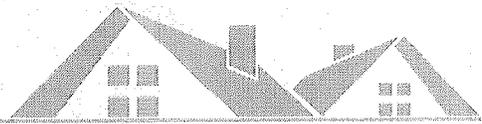


Potential applicants will not be discriminated against on the basis of race, color, religious creed, marital status, military status, disability, national origin, sex, age, ancestry, sexual preference, source of income, presence of children, or any other basis prohibited by local, state or federal law.

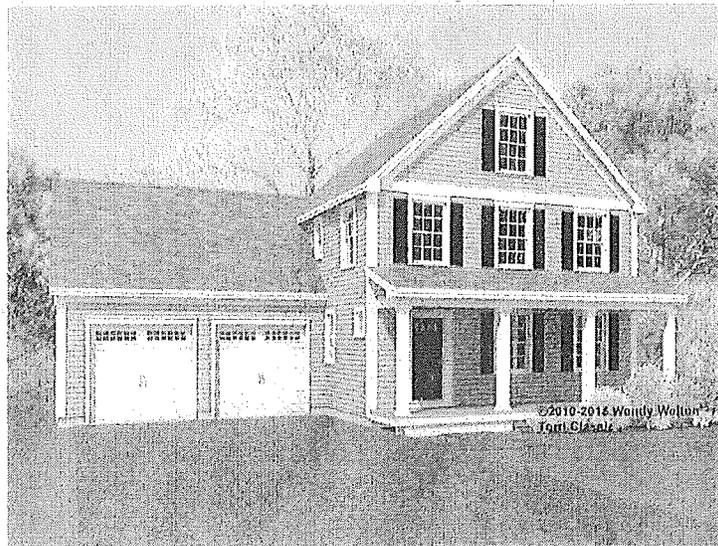




your resource for Affordable Housing



**248 High Street
Acton, MA**



**Sale Price \$200,200
New Construction
Two affordable 3 Bedroom SFH
2 1/2 Bathrooms
Unfinished Bonus Room
2 Car Garage
Approx 1768 Sq Ft**

New Construction—Great opportunity for eligible first time homebuyers.

For program information:
Maureen O'Hagan
(978) 456-8388
lotteryinfo@mcohousingservices.com
Applications available at Town Hall,
Town Clerks Office and Public Library

Visit our Website:
MCOHousingServices.com
Sign up for future offerings
and available listings.





your resource for Affordable Housing



**248 High Street
Acton, MA**

Directions:

From Route 2 take Exit 42 (Main St/MA-27 S toward Maynard Sudbury). Turn Left on to High Street (just past Maple Street) 248 High Street is on your left.

Unit Information

of BR: 3
Baths: 2 1/2
Parking: 2 car Garage
Size of Home: Approx. 1764 sq. ft.
HOA Fee: \$90 month
Appliances Electric Range/Stove,
Microwave, Dishwasher
Refrigerator
Central A/C: Included

HOA includes : Landscaping, snow removal,
road maintenance, common utilities

You are responsible for homeowners insurance,
maintenance of your home and shoveling

Eligibility Criteria

1. Must be a first time homebuyer, some exceptions apply.
2. Asset limit to \$75,000
3. Gross household Income Limits:
1 person: \$51,150
2 person: \$58,450
3 person: \$65,750
4 person: \$73,050
5 person: \$78,900
6 person: \$84,750

**Contact us for lottery details or application
Deed restricted/Income and Asset Eligibility**

**Public Information Meeting: 6:30 p.m.,
Application Deadline:**

Great school system!

For program information:
Maureen O'Hagan
(978) 456-8388
lotteryinfo@mcohousingservices.com

Visit our Website:
MCOHousingServices.com
Sign up for future offerings
and available listings.



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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Action								
DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency	
9	McCarthy Village	Sachem Way	Rental	23	Perp	Yes	DHCD	
10	Windsor Green	68 Windsor Ave.	Rental	68	Perp	Yes	DHCD	
11	n/a	27 Concord Rd.	Rental	12	Perp	No	DHCD	
12	n/a	Scattered Sites	Rental	9	Perp	No	DHCD	
13	n/a	Scattered sites	Rental	18	Perp	No	DHCD	
14	McCarthy Village	Sachem Way	Rental	12	Perp	Yes	DHCD	
15	Bellows Farm	Slow St	Ownership	1	Perp	No	DHCD	
16	Bellows Farm	Nylander Way	Ownership	1	Perp	No	DHCD	
17	Harris Village	Harris Street nr Rt 2A	Ownership	4	Perp	No	DHCD	
18	Minuteman Lane	Minuteman Road	Ownership	1	Perp	No	DHCD	
19	West Road	West St	Ownership	1	Perp	No	DHCD	
20	Bellows Farm	Willow St	Ownership	1	Perp	No	DHCD	
21	Bellows Farm	Conant Street	Ownership	1	Perp	No	DHCD	
22	Bellows Farm	Central Street	Ownership	1	Perp	No	DHCD	

1/28/2014

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Acton

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
23	Bellows Farm	Mass Ave	Ownership	1	Perp	No	DHCD
24	Westside Village	Westside Drive	Ownership	4	Perp	Yes	DHCD
25	Crossroads Condominiums	244-248 Main Street	Ownership	3	2101	Yes	FHLBB
3685	Inn at Robbins Brook	10 Devon Drive	Rental	3	Perp	No	DHCD
4184	DDS Group Homes	Confidential	Rental	17	N/A	No	DDS
7159	Franklin Place	520 Main Street	Ownership	3	Perp	Yes	MassHousing
7160	Dunham Lane	Dunham Lane	Ownership	1	Perp	No	DHCD
7161	Fort Pond Brook Place	68 River Street (Rte 11-1-113 School St)	Ownership	2	Perp	Yes	DHCD
7589	DWH Group Homes	Confidential	Rental	10	N/A	No	DWH
7684	Woodlands at Laurel Hill	551-557 Great Road Rear & 80-82 Nagog Park	Mix	296	Perp	YES	MassDevelopment
7930	The Residences at Robbins Brook	Hatfield Way and Preston Way	Ownership	1	Perp	NO	DHCD
8656	Blanchard Place	139 Prospect St	Ownership	3	Perp	YES	DHCD
8657	Davis Place	159 Prospect St	Ownership	2	Perp	YES	DHCD
8658	214 Central St & 28 Willow St	214 Central St & 28 Willow St	Mix	3	Perp	YES	DHCD

1/28/2014

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Action

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
9002	Somerset Hills Condominiums	Somerset Hills	Ownership	2	Perp	NO	DHCD
9072	River Street	River Street	Ownership	1	Perp	NO	DHCD
9078	Parker Village Condominium	Parker Street/Drummer Road	Ownership	1	Perp	NO	DHCD
9079	Ellsworth Village	Ellsworth Village Road	Ownership	2	Perp	NO	DHCD
9091	Madison Place	737-741 Main Street/Chase Path	Ownership	2	Perp	YES	DHCD
9092	Somerset Hills	10-16 Wampus Ave	Rental	2	Perp	NO	DHCD
9192	Lallie Terrace	442 Mass Ave	Mix	3	Perp	YES	DHCD
9281	99 Parker Street	99 Parker Street	Ownership	2	Perp	YES	DHCD
9524	High Street	High Street	Ownership	1	Perp	NO	DHCD
9533	Old High School Commons	3 Charter Road	Rental	15	Perp	YES	DHCD
							MHP
9543	McCarthy Village II	15-26 Sachem Way	Rental	12	Perp	YES	DHCD
							MHP
9576	Action Meadows	263 Great Road	Mix	0	Perp	YES	DHCD

1/28/2014

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Acton

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
9656	Quail Ridge	off Great Road & Skyline Drive	Ownership	2	Perp	NO	DHCD
Acton Totals				547	Census 2010 Year Round Housing Units	8,475	
					Percent Subsidized	6.45%	

1/28/2014

This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire.

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Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

TOWN OF ACTON

SUBSIDIZED HOUSING INVENTORY REPORT

40B and other deed restricted affordable units

June 2016

Commonwealth of Massachusetts

<u>Project Name</u>	<u>Type</u>	<u>Total subsidized units</u>
DDS Group Home	rental	17
DMH Group Home	rental	10
Sub-total (MA)		27

Acton Housing Authority Units

<u>Project Name</u>	<u>Type</u>	<u>Total subsidized units</u>
McCarthy Village	rental	23
McManus Village	rental	12
Windsor Ave. Apts.	rental	68
Scattered site condos	rental	26
Whittlesey Village	rental	12
Group home	rental	12
Somerset Hill	rental	2
Acton Meadows	rental	2*
Sub-total (A.H.A.)		157

Miscellaneous

<u>Project Name</u>	<u>Type</u>	<u>Total subsidized units</u>
Habitat for Humanity (River St.)	ownership	1
Habitat for Humanity (Great Rd.)	ownership	1
Sub-total (Misc.)		2

Acton Community Housing Corporation Units

<u>Project Name</u>	<u>Type</u>	<u>Total subsidized units</u>
Acorn Park, scattered sites	ownership	2
Bellows Farm, scattered sites	ownership	6
Harris Village	ownership	4
Westside Village (40B)	ownership	4
Crossroads Condos (40B)	ownership	3
Inn at Robbins Brook	rental	3
Franklin Place (40B)	ownership	3
Fort Pond Brook Place (40B)	ownership	2
Dunham Place	ownership	1
Woodlands at Laurel Hill (40B) (Avalon Acton)	rental	296 (60 actual)
Davis Place (40B)	ownership	2
Blanchard Place (40B)	ownership	3
Robbins Brook	ownership	1
Ellsworth Village	ownership	2
Willow-Central (40B)	ownership	3
Somerset Hill	ownership	2
Faulkner Mill	ownership	1
Lalli Terrace (40B)	ownership	3
Madison Place (40B)	ownership	2
Old High School Commons (Towne)	rental	15
99 Parker St. (40B)	ownership	2
Acton Meadows	ownership	7
Quail Ridge Senior Residence	ownership	6
Sub-total (ACHC) ownership		57
Sub-total (ACHC) rental		314
Sub-total ACHC units		371
TOTAL SUBSIDIZED UNITS counted toward 10%		555
Census 2010 Year housing units		8,475
Percentage subsidized units		6.5%

June 2016

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ADELINE WAY HOMEOWNERS TRUST

This is a Declaration of Trust made this ____ day of June, 2016, by 248 High Street, LLC, Inc., a Massachusetts limited liability company, having a usual place of business at 159-1 Prospect Street, Acton, Middlesex County, Massachusetts.

ARTICLE I

NAME

The Trust shall be designated as the "ADELINE WAY HOMEOWNERS TRUST," and the term "Trustee" and all pronouns referring to the Trustee wherever used herein shall refer to the person or persons who shall at any time be acting as Trustee or Trustees hereunder.

ARTICLE II

OBJECTS AND PURPOSES

The objects and purposes for which the Trust is formed are:

1. To provide the owners of the residential real estate in Acton, Middlesex County, Massachusetts, shown as Lots 1, 2, 3, 4, 5, 6, 7 and 8, (cumulatively "Lots" and individually "Lot"), on a plan entitled, " _____ , (the "Premises"), and recorded with the Middlesex South District Registry of Deeds as Plan No. _____ , (hereinafter referred to as the "Plan"), with an entity to manage and assume responsibility for the following:
 - (i) The snow and ice removal and general maintenance of the roadway being shown on the Plan as "Adeline Way", specifically not including the individual driveways servicing the Lots;
 - (ii) The maintenance and repair of drainage facilities, discharge outfalls or inlets, stormwater control structures and pipes servicing Adeline Way, but specifically not including drainage facilities servicing individual Lots.
 - (iii) The maintenance and care of the landscaping for the individual Lots and the remainder of the Premises, including but not limited to mowing, fertilization, irrigation, weed removal, trimming and edging and other normal scheduled maintenance and care. The maintenance and care of the landscaping as aforesaid, shall be the exclusive right of the Trust and not

the owners of individual Lots, who shall have no right to landscape their Lots;

- (iv) The maintenance and repair of common utilities, including the lines, pipes and other appurtenances for transmission of electricity, gas, cable television and other means of intelligence to the Lots;
 - (v) The enforcement of the Master Declaration of Protective Covenants, (the "Master Declaration), to be recorded herewith, at such time as the Declarant has sold all of the Lots.
2. To promote the general welfare of the owners of the Lots shown on the Plan.
 3. To represent the interests of the owners of the Lots before governmental agencies, other public and private organizations and, in general, protect and promote the residential character of the neighborhood by all legal means, as each individual property owner might do.

ARTICLE III

RESPONSIBILITIES

The Trust shall be responsible for the promulgation of rules and regulations for the setting of fees for the association. The Trust shall also be responsible for the maintenance and repair, as necessary, of the items set forth in Article II after construction of the same by the Developer, in perpetuity, in accordance with the provisions hereof.

ARTICLE IV

BENEFICIARIES

A. The Beneficiaries hereunder shall be the person or persons who, from time to time, are the fee owners of record of the Lots shown on the Plan. For all purposes of the Trust, the owner or owners of each of the aforesaid Lots shown on the Plan, as now in existence or as may be amended or revised from time to time, shall each be treated as a single Beneficiary having a single beneficial interest in the Trust with respect to each such area of land; provided, however, that if two or more contiguous Lots are held in common ownership by the same owner

or owners, then said owner or owners of said contiguous Lots shall be treated as a single Beneficiary having a single beneficial interest in the Trust. Provided further, that if the Lots shown on the Plan shall at any time be redrawn so that two or more Lots, or portions thereof, are combined to make one Lot, then the owner or owners of said redrawn Lot(s) shall be treated as a single Beneficiary having a single beneficial interest in the Trust. The term "owner" wherever used in the Declaration of Trust shall, for all purposes, mean a person or persons who has, or who together have, one such single beneficial interest in the Trust, and all persons having undivided interests in the same land shall be treated for all purposes of the Trust as a single owner. Except as otherwise expressly provided herein, the beneficial interests of owners shall be equal in all respects and shall entitle the holder or holders thereof to an equal share in any distribution from the Trust and to an equal vote on all matters which are subject to determination by the owners hereunder. Notices and payments to which two or more persons who are treated as an owner may be entitled shall be given or made to such one of them as they may designate by written notice to the Trustee or, in the absence of such notice, to any of them, and the exercise of their rights under this Trust shall be by their unanimous action. The beneficial interest of each owner shall pass to the successive owner or owners of the Lot shown on the Plan as now in existence or as may be amended from time to time, with reference to which such interest shall exist upon such change of ownership without any required action by the Trustee or any person who is a Beneficiary hereunder.

B. The owners may be assessed by the Trustee in the manner hereafter provided in Article VI.

C. The rights of the owners shall be equitable only, and they shall have no other interest in the trust property, real or personal, held from time to time by the Trustee, and, in

particular, they shall have no right to call for any partition. The death of an owner during the continuance of this Trust shall not operate to terminate the Trust, nor shall it entitle the legal representative of the deceased owner to an account or to take any action in the courts or otherwise against the Trust or the Trustee. The books of the Trustee shall, at all reasonable times, be open to the inspection of any owner or his personal representative.

D. No Trustee or Beneficiary hereunder shall ever be personally liable out of his or her assets, real or personal, either as a partner or otherwise, for any obligation or liability incurred by this Trust or by the Trustee, and the Trustee shall be liable for the payment or satisfaction of all obligations and liabilities incurred in carrying on the affairs of this Trust only to the extent of the assets of the Trust. The Trustee shall have no power to bind the owners, and, in every written contract that the Trustee shall enter into, reference shall be made to this Declaration of Trust, and any person or corporation contracting with the Trustee shall look only to the funds and property of the Trust for payment under such contract or satisfaction of any debt, damages, judgment or decree or of any money which may otherwise become due and payable by reason of failure on the part of said Trustee to perform such contract in whole or in part.

ARTICLE V

TRUSTEE'S POWERS

The Trustees shall be responsible for such supervision, maintenance and management of the items set forth in Article II as they deem appropriate in the best interests of the owners, consistent with the terms and conditions of the Decision. Provided however, that the supervisions, maintenance and management of any easements reserved for the benefit of a

specific Lot or Lots on the Plan shall be the responsibility of the Lot Owner or Lot Owners who have the benefit of such easement.

The Trustees shall have the sole ownership, control and management of all of the property at any time held by it or in which it has any interest under the terms of this Trust. The Trustees shall have all the powers which they would have if they were the sole beneficial owners, except as any requirement for approval by some or all of the owners is herein otherwise specifically provided for. No purchaser, mortgagee, pledgee, lessee or optionee, nor any other person dealing with the Trustees, shall be bound to see the application of any money paid by him to the Trustees. Without in any way limiting the generality of the foregoing, the Trustees shall have the following express powers and discretions:

- (A) To make rules and regulations regarding Adeline Way and the maintenance thereof, the landscaping of the individual Lots as well as the rest of the Premises, drainage facilities and common utilities, and after the sale of all of the Lots, to enforce the Master Declaration; provided, however, that said rules and regulations must be fully consistent with the conditions imposed by the Decision and any covenants, easements, restrictions and agreements of record.
- (B) To retain any real or personal property conveyed to it, regardless of whether such property is income producing.
- (C) To purchase, rent or otherwise acquire other personal or real property at or in the vicinity of the land shown on the Plan for the benefit of the owners and for conservation, recreation or maintenance purposes, provided that no real property not within the land shown on the Plan shall be acquired without the prior approval of one hundred percent in beneficial interest of the owners.
- (D) To borrow money for the general or special purposes of the Trust and to give notes as Trustees therefor and, subject to the provisions of Paragraph (C) hereinabove, to secure the payment of the same by mortgage upon the whole or any part of the Trust property with authority to make, execute, acknowledge and deliver such mortgage deeds, notes or other instruments as it may deem necessary or advisable therefor, and no lender of money to said Trustees shall be found liable in any way to see to the application of the money lent.

- (E) To do any and all things reasonably necessary or appropriate to accomplish the objects and purposes of this Trust as set forth in Article II hereof and to fulfill the responsibilities of the Trustee set forth in Article III hereof.
- (F) To procure liability and other kinds of insurance as may be necessary.
- (G) To employ such attorneys, architects, engineers, consultants and agents as the Trustee thinks best and to fix its compensation and define its duties.
- (H) To maintain, from time to time, reasonable reserves from income or by assessment upon the owners for any or all of the following purposes: repairs, improvements and reconstruction of any real or personal property belonging to the Trust, real estate and personal property taxes; and interest and principal payments due or to become due on loans; and to invest such reserves and use the same for such purposes as it shall deem best.
- (I) To enter into contracts and make purchases of equipment and supplies necessary or required for the responsibilities set forth in Article II.

ARTICLE VI

ASSESSMENTS

From time to time the Trustees shall raise such sums as they shall deem necessary to defray the expenses of the Trust by assessing, on each occasion, upon the land of each owner a pro-rata share of the total amount to be raised by such assessment. The pro rata share of each Lot owner shall be determined dividing the total amount to be raised by such assessment by eight (8), the total number of Lots at the Premises.

The pro-rata share of each owner shall be determined by taking the total budget and expenditures of the Trust, with appropriate capital reserves and dividing such sum by the total number of Lots responsible hereunder, as detailed in the paragraph above. On the occasion of each assessment, the Trustees shall fix the due date of the sums to be so assessed to each owner; shall designate someone to receive payments thereof in its behalf, its receipt therefor to be conclusive evidence of payment; and shall, at least thirty (30) days before the due date, give each

owner written notice stating the sum assessed upon his land, the date of the assessment and the due date and the name and address of the person designated to receive payments, but neither failure to comply with any of such requirements as to notice nor defects or errors in the notices shall invalidate any assessment. Each assessment made upon the land of an owner shall constitute and remain a charge and lien upon such land, and every portion thereof from the date upon which a notice of the amount thereof has been recorded with said Deeds until paid in full or until twenty (20) years have elapsed from the recording of such notice shall be enforceable by the Trustees by proceeding to compel the sale of such land or a portion thereof to provide for payment. Each such assessment so made shall also constitute a personal debt to the Trustees of the person or persons constituting the owner of such land on the date of the assessment for which they shall be jointly and severally liable, if more than one. The owner or owners who fail to pay the assessment shall be liable for any and all expenses, including reasonable attorneys' fees incurred in enforcing the aforesaid provisions, and all assessments shall bear interest at the rate of eighteen (18%) percent per annum beginning with the thirty-first (31st) day of the due date or such maximum rate of interest as provided by law, whichever is greater and permitted by law. A notarized statement executed by at least one Trustee of the Trust stating that all assessments have been paid to date with respect to any Lot subject to assessment hereunder shall operate to discharge said Lot from any lien for any other sums then unpaid when recorded at said Deeds.

By acceptance of any deed to any Lot(s) on the Plan, the owner(s) thereof hereby covenant with the Trust that any assessment by the Trust for which said owner(s) is(are) liable may be enforced by selling the Lot(s), together with any improvements thereon, of the owner(s) by virtue of the STATUTORY POWER OF SALE, pursuant to Massachusetts General Laws, Chapter 183, Section 21, as though said owner(s) had granted a mortgage at

the time of such acceptance of said deed to the Trust to secure such assessments as may from time to time be due to the Trust by said owner(s).

ARTICLE VII

ACCOUNTS

The Trustees shall, at least as often as annually, render an account to each owner. Approval thereof by a majority in number of owners, either by vote at a meeting of owners or by written instrument or instruments, shall be a complete protection to the Trustees as to all investments, receipts, payments and other transactions stated therein or shown thereby against all persons, whether in being or not, who are then or may thereafter become interested in this Trust.

ARTICLE VIII

ACTION OF TRUSTEE

A. The Trustees may act with or without a meeting. Any action or vote taken by at least two Trustees, notwithstanding any unfilled vacancy or vacancies, shall constitute action of the Trustees, except as otherwise specified herein.

B. All instruments, whether or not under seal (including, but not limited to, deeds, leases, mortgages, contracts, releases, notes, checks, drafts, securities, assignments, endorsements and proxies) may be executed on behalf of the Trust by at least two Trustees or by such Trustee or agent as shall be authorized by a writing signed by at least two Trustees or by action or vote of the Trustees evidenced by a certificate as provided in Article XI.

ARTICLE IX

PROVISIONS RELATING TO TRUSTEESHIP

A. Initially, there shall be one Trustee. The initial Trustee shall be the following named herein, and it shall continue in office for the following term:

248 High Street, LLC, for so long as it is record owner of any Lot shown on the Plan. At such time as 248 High Street, LLC is no longer the record owner of any Lot shown on the Plan, or at such earlier time as 248 High Street, LLC shall cease to serve as Trustee for whatever reason, including the resignation by 248 High Street, LLC at any time, as it may determine in its sole discretion, there shall thereafter be at least three (3) Trustees. Successor Trustees shall be elected by a majority vote of the owners of the aforesaid Lots shown on the Plan according to their beneficial interest in this Trust, one vote for each beneficial interest as defined above in Article IV.A.

B. Each Trustee shall hold office until his successor is chosen or until he sooner dies, is removed or resigns.

C. Any Trustee hereunder may resign his office by a written instrument signed and acknowledged by him and recorded with said Deeds, such resignation to take effect upon such recording.

D. A Trustee may be removed from office only by a two-thirds vote of the owners (excepting the original Trustee who cannot be removed, as long as it owns at least one Lot as shown on the Plan).

Upon the death, resignation, removal or incapacity to act of any of the Trustees, the title of the Trust property shall vest in the remaining Trustee or Trustees, and, upon the filling of any such vacancy, such title shall vest jointly in those who shall be the Trustees hereunder.

ARTICLE X

PROTECTION OF TRUSTEE

No Trustee hereunder shall be required to give any bond, and no Trustee shall, in any event, be liable for anything other than his own personal and willful default. No Trustee shall be liable for allowing one or more of the Trustees to have possession of the Trust books and of the Trust money or to make collections and disbursements thereof. Every Trustee hereunder shall be entitled to indemnity from the Trust property for any personal liability by him incurred in the performance of this Trust, including, without limitation, all reasonable expenses actually incurred by him in the performance of this Trust and all reasonable expenses actually incurred by him in connection with any suit or proceeding to which he is made a party by reason of having been a Trustee hereunder, including any amount paid or to be paid in settlement of any such suit or proceeding, unless such liability, expense or settlement is incurred by reason of his personal and willful default; but no Trustee shall otherwise be entitled to compensation for his services in acting as Trustee hereunder. A Trustee may deal as an individual with the Trust if it is represented in the transaction by at least two other Trustees.

ARTICLE XI

MEETING OF OWNERS

A. The owners may act at a meeting or, without a meeting, by a written instrument or instruments signed by the owners so acting. Unless otherwise specified in this Declaration of Trust, or any amendment hereto, any action or vote at a meeting of the owners which is adopted by two-thirds (2/3) in number of all the owners entitled to vote thereon shall constitute action of the owners. Each owner who has fully paid all assessments levied by the Trustee shall have one vote. If an owner has not fully paid all such assessment, he shall not be entitled to vote or

otherwise participate in any owner action, and his vote shall not be counted in determining the presence of a quorum, the number or percentage of votes cast, or otherwise.

B. The Trustee may call a meeting of the owners at any time and shall do so upon the written request of three owners. Such meeting shall be held at such time and place in the Town of Stow, Massachusetts, as the Trustee may determine, unless a majority of the owners shall agree upon a meeting at some other time or place. In the event that there shall be no Trustee, or if said request in writing is not complied with by the Trustee within ten (10) days after said written request, then the owners making such request may call said meeting.

C. One week's notice of any meeting of the owners shall be given to each owner at the address appearing upon the records of the Trustee, and such notice shall state the purpose for which the meeting is to be held. Any meeting of which notice is not given to any owner or owners shall be a legal meeting if each owner to whom such notice has not been given either waives such notice before or after the meeting by a writing filed with the records of the meeting or is present in person or by proxy.

D. At all meetings, the owners may be represented in person or by proxy, and a quorum shall consist of a majority in number of the owners entitled to vote. Whether or not a quorum is present, any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice.

E. Any action permitted to be taken by the owners hereunder may be taken without a meeting by a written instrument or instruments signed by all of the owners.

ARTICLE XII

CERTIFICATE OF TRUSTEE

A certificate signed and acknowledged by the persons appearing of record with said Deeds to be the Trustee or Trustees for the time being, which certificate is recorded with said Deeds, shall, with respect to any purchaser, mortgagee, pledgee, lessee, optionee or any person dealing with the Trustees, be conclusive evidence as to who are the Trustees or owners for the time being hereunder or as to the regularity of any meeting of the owners or Trustees or any vote passed or other proceedings or as to the death, removal or resignation of any Trustee or Trustees or as to the existence or nonexistence of any amendment, alteration or termination of this Trust or as to the existence or nonexistence of any fact or facts which are in any manner germane to the affairs of this Trust.

ARTICLE XIII

AMENDMENTS

The provisions of this Trust may be amended when authorized by a vote of two-thirds of the Beneficiaries given at a meeting called for that purpose or by the written consent of all the Beneficiaries without a meeting, except that no amendment shall be valid which diminishes or eliminates the Trust's responsibilities, as aforesaid. 248 High Street, LLC shall have the right to amend the Trust for so long as it is the owner of at least one (1) Lot as shown on the Plan.

ARTICLE XIV

LOT OWNERS TO BE BOUND BY THE PROVISIONS OF THIS TRUST

The owner of each Lot agrees to be bound by the provisions of this Trust.

ARTICLE XV

GOVERNING LAW

This Declaration of Trust shall at all times be governed, construed and administered in accordance with the laws of the Commonwealth of Massachusetts.

Executed this _____ day of June, 2016.

248 High Street, LLC

By: _____
Joseph M. Levine, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June _____, 2016

Then personally appeared before me, the undersigned notary public, Joseph M. Levine, Manager of 248 High Street, LLC as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of 248 High Street, LLC.

Notary Public
My Commission Expires:

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MASTER DECLARATION OF PROTECTIVE COVENANTS

This Master Declaration of Protective Covenants (the "Master Declaration") is made this ____ day of June 2016, by 248 High Street, LLC, a Massachusetts corporation with a principal place of business at 159-1 Prospect Street, Acton, Middlesex County, Massachusetts (the "Declarant"), the fee simple owner of the land in Acton, Middlesex County, Massachusetts being shown as Lots 1, 2, 3, 4, 5, 6, 7 and 8 (the "Land" or the "Lots") on a plan entitled, "____", prepared by Goldsmith, Prest & Ringwall, Inc., Scale: _____, dated _____, recorded with the Middlesex South District Registry of Deeds as Plan Number _____ of _____, (the "Plan"), and to which Plan reference may be had for a more particular description of the Land. Declarant, for itself, its successors and assigns, does hereby establish and impose the following protective covenants on the Land and all of the Lots for the benefit of the Declarant and all of the owners of the Lots and to establish a common scheme of development and use of the Land.

The Land and the Lots shall have the mutual burden and benefit of the following restrictions on the use and occupation thereof, which restrictions, except as otherwise provided or allowed by law, shall run with the Land and be binding on and inure to the Declarant and the owners of the Lots and their successors and assigns; shall remain in effect for a period of thirty (30) years from the date of this Master Declaration and may be extended by notice of extension executed and recorded in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 27, as amended.

A. USE OF THE LAND. No buildings or other structures or improvements of any kind shall be erected or placed on any Lot with the exception of one detached single-family dwelling designed as a residence for one family, together with the accessory buildings and structures normally appurtenant to similar dwelling houses in the Town of Acton.

B. SUBDIVISION OF LOTS. No Lots shall be further subdivided, nor shall any of the Lots be changed or altered in any way without the prior written approval of the Declarant.

C. SITE DEVELOPMENT. No stonewalls or trees shall be removed or disturbed without the prior written consent of the Declarant, which consent shall not be unreasonably withheld.

D. APPROVALS BY DECLARANT; MODIFICATION OF COLORS, SITE DEVELOPMENT, LANDSCAPE DESIGN, BUILDING PLAN APPROVAL AND CONSTRUCTION APPROVAL. By acceptance and recording of a deed from Declarant to any Lot, the Grantee/Lot Owner covenants and agrees that no excavation, removal of trees, grading or other ground alteration shall occur, nor shall any changes be made to the exterior colors or any house, nor shall any building or structure, including but not limited to driveways, walkways, stairs, fences, walls and tennis courts be erected on any lot, he/she/it will not commence construction on any Lot until and unless the Declarant has given the Lot Owner Site Plan Approval, and Building Plan Approval pursuant to the following requirements. Further, no Lot

Owner shall occupy any structure or building on any Lot until and unless the Lot Owner has obtained Construction Approval.

(1) COLOR APPROVAL.

Exterior colors of each house, including siding, roof, trim, doors, and shutters shall be in traditional palettes and earth tones and Declarant shall have complete discretion to determine and approve the same. Declarant's decision shall be based on aesthetic considerations; i.e.coordination with other abutting and adjacent houses, coordination of trim colors with shingle tones, etc. By acceptance and recording of a deed from Declarant to any Lot, the Grantee/Lot Owner covenants and agrees that there shall be no change in color of the siding, roof, trim, doors, or shutters until and unless the Declarant has given the Lot Owner approval of same. Lot Owner shall give Declarant written request for such approval no later than thirty (30) days prior to the date upon which the Lot Owner contemplates commencement of the color change. Upon receipt of such request, the Declarant agrees to respond for any requests for approval no later than thirty (30) days after receipt of written request for approval by Lot Owner.

(2) SITE PLAN APPROVAL

At least ninety (90) days prior to commencement of any site development work or other work on the Lot, each Lot owner shall have a site development plan prepared by Goldsmith, Prest & Ringwall, Inc. or such other engineer satisfactory to the Declarant showing the proposed location of all site work to be performed on the Lot, including but not limited to, all trees, shrubs, vegetation or stonewalls to be removed or otherwise disturbed, location of driveways, house, garage and any other appurtenant structures, location and extent of grading, location and specification of all additional structures such as pools and tennis courts. Such Plan shall be submitted to the Declarant for review. Such plans shall only be considered approved upon the recording at the Middlesex South District Registry of Deeds, of a statement by the Declarant evidencing such approval ("Site Plan Approval"). Declarant agrees to respond to any requests for approval no later than thirty (30) days after receipt of written request for approval by Lot Owner.

(3) CONSTRUCTION APPROVAL.

To assure that the completion of any dwelling on any Lot is in compliance with the plans approved by the Declarant in the Building Plan Approval, each owner shall be required to obtain and record a statement ("Construction Approval") executed by the Declarant evidencing that the home has been constructed in accordance with the plan approved in the Building Plan Approval. Lot Owner shall give Declarant written request for such approval no later than thirty (30) days prior to the date upon which the Lot Owner contemplates obtaining a Certificate of Occupancy. Upon receipt of such request, the Declarant agrees to respond for any requests for approval no later than thirty (30) days after receipt of written request for approval by Lot Owner.

(4) LANDSCAPE PLAN APPROVAL

No later than sixty (60) days after the commencement of construction pursuant to Building Plan Approval, each Lot Owner shall submit to the Declarant a Landscape Plan prepared by a landscape architect or landscaper showing the location of all proposed planting, mulched, sodded, and seeded areas, type and location of walkways, and other landscaping to be completed on the Lot, which Landscape Plan shall be reviewed by the Declarant. Such plan shall only be considered approved upon the recording at the Middlesex South District Registry of Deeds, of a statement by the Declarant evidencing such approval ("Landscape Plan Approval"). Declarant agrees to respond to any requests for approval no later than thirty (30) days after receipt of written request for approval by Lot Owner.

The Declarant shall have the right to refuse to approve any color modifications, site development plans, building plans, or landscaping plans which are not suitable or desirable, in the Declarant's sole discretion, for aesthetic reasons or otherwise. In such review of said colors or plans, the Declarant shall have the right to take into consideration the suitability of the proposed structure, addition or landscaping for the proposed site, the harmony thereof with the surroundings and the effect of the proposed building or structure, addition or landscaping on the view from neighboring Lots.

Neither the Declarant nor its employees, agents, successors or assigns shall be liable to anyone submitting colors or plans or requests to them for approval or to any other person or entity, for any claims or any type, kind or nature arising out of, or in connection with the approval or disapproval, or failure to approve such colors, plans, specifications or materials. The acceptance and recording of a deed from and/or submission of any colors, plans, specifications or materials for approval by the Declarant shall constitute a waiver of any such claims and an agreement not to bring any action or suit to recover damages.

E. COMPLETION. Construction of any structure upon a Lot shall, once begun, be carried forward diligently to completion, including landscaping and garages. Any dwelling or accessory structure not fully completed within eight (8) months from the beginning of construction, may, at the discretion of the Declarant, be removed. This paragraph shall not apply to unfinished living or storage areas within a fully enclosed structure. No construction vehicles or equipment shall be permitted to be stored on any Lot for any duration beyond said eight (8) month construction period.

F. CONDITION. Within two (2) months after the completion of any building and appurtenances on any Lot, and in any event no later than ten (10) months after the commencement of construction on any Lot, those portions of the Lot not covered by such buildings shall be placed in a neat and orderly condition, free of uprooted stumps, construction materials and other debris. Any area of a Lot not so covered which was bared of its natural growth during construction shall be covered with grass, ground cover or other plantings, and all

other landscaping set forth on the plans submitted to Declarant pursuant hereto shall be completed. If the requirements of this paragraph are not met within said two (2) month period, the Declarant may cause such work to be done as may be necessary for compliance and shall be reimbursed for the cost thereof by the Lot owner, his heirs, successors or assigns. In the event completion occurs after October 30th, landscaping shall be completed no later than the next June 1st.

G. LOT ACCESS. Access to all Lots shall be by Adeline Way.

H. WINDMILLS AND/OR SOLAR PANELS. No windmills or solar panels of any kind shall be erected on any Lot or any building constructed thereon.

I. FENCES. Fences, the construction of which must be approved by the Declarant pursuant to Paragraph D, may be painted, stained or left unfinished or of indigenous fieldstone with minimum mortar required for safety and structural integrity.

J. ANTENNAS. Any Lot Owner wishing to install a satellite dish, radio or television antenna or similar transmission device shall obtain the Declarant's prior written permission for such installation. The Declarant has the right to refuse such installation and to regulate the placement of such devices to the extent allowed by applicable law.

K. VEHICLES. Commercial vehicles, recreational vehicles, trailers, boats, and any unregistered vehicles of any kind shall not be stored on any Lot or on any Common Driveway adjacent thereto, except within buildings designed for that purposes and approved in writing by the Declarant.

L. SIGNS. No sign shall be displayed or erected on any Lot or building, except for name and number signs identifying the owner of the house or the street number and shall be not more than two (2) feet in area. One temporary sign pertaining to the sale of the premises is permitted.

M. FUEL TANKS. No buried oil tanks shall be permitted on the Lots.

N. CLOTHES LINES AND VEGETABLE GARDENS. Clotheslines and vegetable gardens on any Lot shall be screened from sight of abutting houses, and shall not be visible from the street or any Common Driveway.

O. COMMON DRIVEWAYS AND UTILITIES. During construction, each Lot Owner shall hold the Declarant harmless and indemnify it for any damage to any Common Driveway or other land in the subdivision, caused by or resulting from the entry thereon by Lot Owner, Lot Owner's contractor or other agents working on behalf of Lot Owner. In the event of any such damage, the Declarant shall give the Lot Owner written notice and at the Declarant's sole discretion, the Lot Owner shall repair any damage or compensate the Declarant for any

damage and necessary repairs in or within one week from the date of receipt of notice of such damage.

All utility services shall be buried underground between the Common Driveways and the building where the utility enters, unless site conditions prevent such installation. In the event that the Common Driveways are disturbed or damaged during the course of connection or installation of any utilities to serve any Lot, the Lot Owner shall restore the disturbed or damaged portion of the Common Driveways to their condition prior to such disturbance in a good and workmanlike manner. Further, each and every Lot Owner agrees to hold the Declarant harmless and to indemnify it for any loss or damage arising out of the installation of utilities by the Lot Owner.

The Declarant shall require a cash bond in the amount of Five Thousand (\$5,000.00) Dollars paid by the Lot Owner, to be held by Declarant until such installation of utilities, and/or repairs or restoration of the Common Driveways necessary as a result thereof or otherwise are completed to Declarant's satisfaction.

P. POOLS. No in ground or above ground swimming pools shall be constructed on any Lot.

Q. STATUES AND OTHER OBJECTS. No statues, sculptures, painted trees, birdbaths, replicas of animals or other similar objects shall be permitted on any part of any Lot which is visible from the Common Driveways or from adjacent Lots.

R. ANIMALS OR FOWL. No animals or fowl shall be kept or maintained on any Lot except for usual and customary house pets. All pets must be leashed when off of their owners' property. No pet runs may be placed in front or side yards or within twenty (20) feet of a neighboring lot line. No owner shall maintain a breeding or boarding kennel for dogs, cats or other animals.

S. TRASH DISPOSAL. All trash receptacles must be kept out of view from the Common Driveways (preferably in garage) except on trash collection days. Trash receptacles must be returned to garage or rear yard within ten (10) hours of trash pick-up.

T. DECKS, PATIOS, BALCONIES AND PORCHES. The decks, patios, balconies and porches, if any, located on any house on any Lot shall be kept clean and free of debris and personal property. Other than chairs, benches, umbrellas, tables and barbecues of such number, nature and type as are normally and actively used for residential purposes, no other goods, materials, including awnings, fixtures, paraphernalia, are to be affixed or stored on decks, porches and patios and no bicycles, sporting equipment, barbecue grills, carriages, toys, or other personal property may be stored on said decks, patios, balconies and porches.

U. OFFENSIVE ACTIVITIES. No Lot owner shall cause or suffer or permit his invitees or licensees to cause obnoxious or offensive activities on any Lot, the Common

Driveways, or any other land which such Lot owner has the express right to use.

V. MAINTENANCE OF LOT. Each Lot owner shall be obligated to maintain and keep in good order and repair his respective property in accordance with these restrictions and covenants. Each owner shall keep his respective Lot in a good state of maintenance and cleanliness and shall keep lawns mowed and raked.

W. SEVERABILITY. Invalidation of any one or more of the covenants contained herein, judgment or court order or otherwise, shall in no way affect any other provisions contained herein, which shall remain in full force and effect.

X. CONSTRUCTION OF DECLARATION. These protective covenants shall run with the Land and shall be enforced by the Declarant and thereafter by the Trustees of the Adeline Way Homeowners Trust, pursuant to Declaration of Trust dated _____, to be recorded herewith. A breach of any of these protective covenants will give to the Declarant, its successors and assigns, and to the Adeline Way Homeowners Trust, the usual legal and equitable remedies to compel the performance hereof, or to recover damages. In the event the Declarant incurs any costs in enforcing this Declaration, the party committing the violation shall reimburse the Declarant for the costs of such enforcement, including but not limited to all attorneys fees incurred in connection therewith. In addition, the Declarant, and only the Declarant, shall have the right to provide written notice by Certified Mail to the owner of the Lot alleged to be in violation of these restrictions. Such notice shall specifically identify the alleged violation. If no response is received within thirty (30) days of the receipt of written notice or if the violation is admitted, but abatement has not begun within sixty (60) days of receipt of written notice, or if abatement has begun but is not completed within one hundred and twenty (120) days of receipt of notice, the Declarant shall have the right, but not the obligation, to enter the Lot and abate and remove, at the expense of the party at fault, any erection or work that may be contrary to the terms of this Master Declaration, without being guilty of trespass therefor. Additionally, and regardless of whether the Declarant elects to enter the Lot for abatement purposes, or proceed with any other remedies, legal or equitable, the Lot Owner shall pay to the Declarant a fine in the amount of Five Thousand (\$5,000.00) Dollars for each and every violation of these Covenants, and a per diem penalty in the amount of One Hundred (\$100.00) Dollars per day until abatement is completed. By acceptance and recording of a deed to any Lot, the Grantee/Lot Owner agrees and covenants that said penalties, and any and all other costs incurred by the Declarant in enforcing these Covenants, including but not limited to attorneys fees, shall be borne by the Lot Owner in violation, shall run with the land and shall be a lien upon said Lot until paid.

Y. EXPIRATION. These protective covenants shall expire thirty (30) years from the date hereof unless extended from time to time in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts.

Z. AMENDMENT AND ENFORCEMENT. The terms and provisions of this

Master Declaration shall be enforced and may be amended, modified, interpreted or waived by the Declarant, without assent of other Lot owners, for so long as Declarant owns at least one (1) Lot as same is defined herein. The acceptance of a deed to a Lot by an owner shall be deemed an acceptance of the terms and conditions of this Master Declaration, as same may be amended from time to time, and an agreement to be bound by it in all respects. After Declarant is no longer the owner of any Lot as same is defined herein, this Master Declaration may be amended by the Trustees of the Adeline Way Homeowners Trust. Declarant agrees that any modification or waiver to the Master Declaration will have no material adverse effect on the Lots previously conveyed or their property values.

AA. NO WAIVER. The failure of the Declarant or of the Trustees of the Adeline Way Homeowners Trust to enforce any covenants, agreement, restriction or condition herein contained shall in no event be deemed a waiver of the right to enforce the same thereafter.

Executed this _____ day of _____, 2016

248 HIGH STREET, LLC

By: _____
Joseph M. Levine, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss _____, 2016

Then personally appeared before me, the undersigned notary public, Joseph M. Levine, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as Manager of 248 High Street, LLC, as aforesaid, for its stated purpose

Notary Public
My Commission Expires:

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Plan entitled Comprehensive Permit Plan Set 248
High Street, Acton, Massachusetts "Adeline Way"
Attached separately

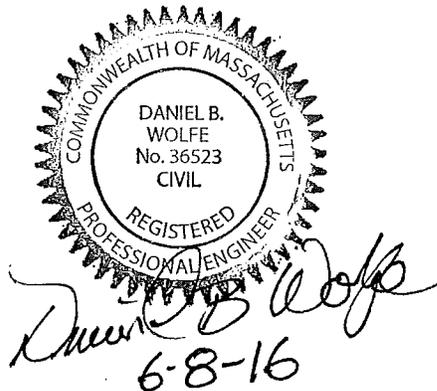
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STORMWATER MANAGEMENT REPORT

FOR

248 HIGH STREET, LLC

JUNE, 2016



**PREPARED BY: DAVID E. ROSS ASSOCIATES, INC.
111 FITCHBURG ROAD
AYER, MA. 01432**

Project No. 31342

JUNE, 2016
"248 HIGH STREET, LLC"
ACTON, MASS.
PROJECT NO. 31342

DRAINAGE CALCULATIONS

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Narrative Summary

Drainage calculations have been prepared using the HydroCAD Stormwater Modeling System. HydroCAD uses the Soil Conservation Service (SCS) TR-20 AND TR-55 methodology.

Pre-Development Conditions:

The existing parcel is a 1.5 acre lot at 248 High Street in Acton. The lot has an existing house and decrepit barn structure. The lot is mostly wooded with some open area around the house. The southern corner of the lot (Watershed Area 2) along High Street currently drains into High Street, and the remainder of the lot (Watershed Area 1) drains towards the Town of Acton property abutting the site to the east.

The Soil Survey of Middlesex County, issued by the USDA Soil Conservation Service (SCS), now the Natural Resources Conservation Service, includes delineation of soils in the vicinity of the locus by name and by hydrologic characteristics. The soils located within the site are identified as Montauk and Ridgebury (see Appendix A). The Soil Survey identifies these soils to be in the "C" and "D" hydrologic soil groups, respectively.

The existing predevelopment drainage area has been divided into two drainage watersheds (Watersheds 1 and 2) as described above. Please refer to the "Pre-Development Watershed Area" plan, Sheet 1 of 2.

DRAINAGE CALCULATIONS

	POST-DEVELOPMENT WATERSHEDS		
<u>WATERSHED</u>	<i>FLOW (CFS)</i>		
	2 year	10 year	100 year
10	0.68	1.43	2.68
11	1.60	2.80	4.69
20	0.38	0.82	1.57

TABLE II

		PRE & POST-DEVELOPMENT DESIGN POINTS		
<u>DESIGN POINT</u>		<i>FLOW (CFS)</i>		
		2 year	10 year	100 year
DP #1	pre	0.97	2.34	4.80
	post	0.82	2.19	4.71
2	pre	0.33	0.75	1.47
	post	0.38	0.82	1.57

TABLE III

Under post development conditions, the results indicate that the Design Point will experience a decrease in peak rate of runoff for the calculated storm events. The results indicate that there is a minor increase in runoff to High Street. This increase will not cause any flooding of the street and should be considered negligible. Accordingly, we do not anticipate adverse effects or flooding of neighboring or down gradient properties or sensitive receptors.

JUNE, 2016
"248 HIGH STREET, LLC"
ACTON, MASS.
PROJECT NO. 31342

DRAINAGE CALCULATIONS

Standard #6 **CRITICAL AREAS**

The site is not located within a critical area. The water quality volume has been based on a 0.50" rainfall.

Standard #7 **REDEVLEOPMENT**

This site is not considered a redevelopment project.

Standard #8 **CONSTRUCTION PERIOD CONTROLS**

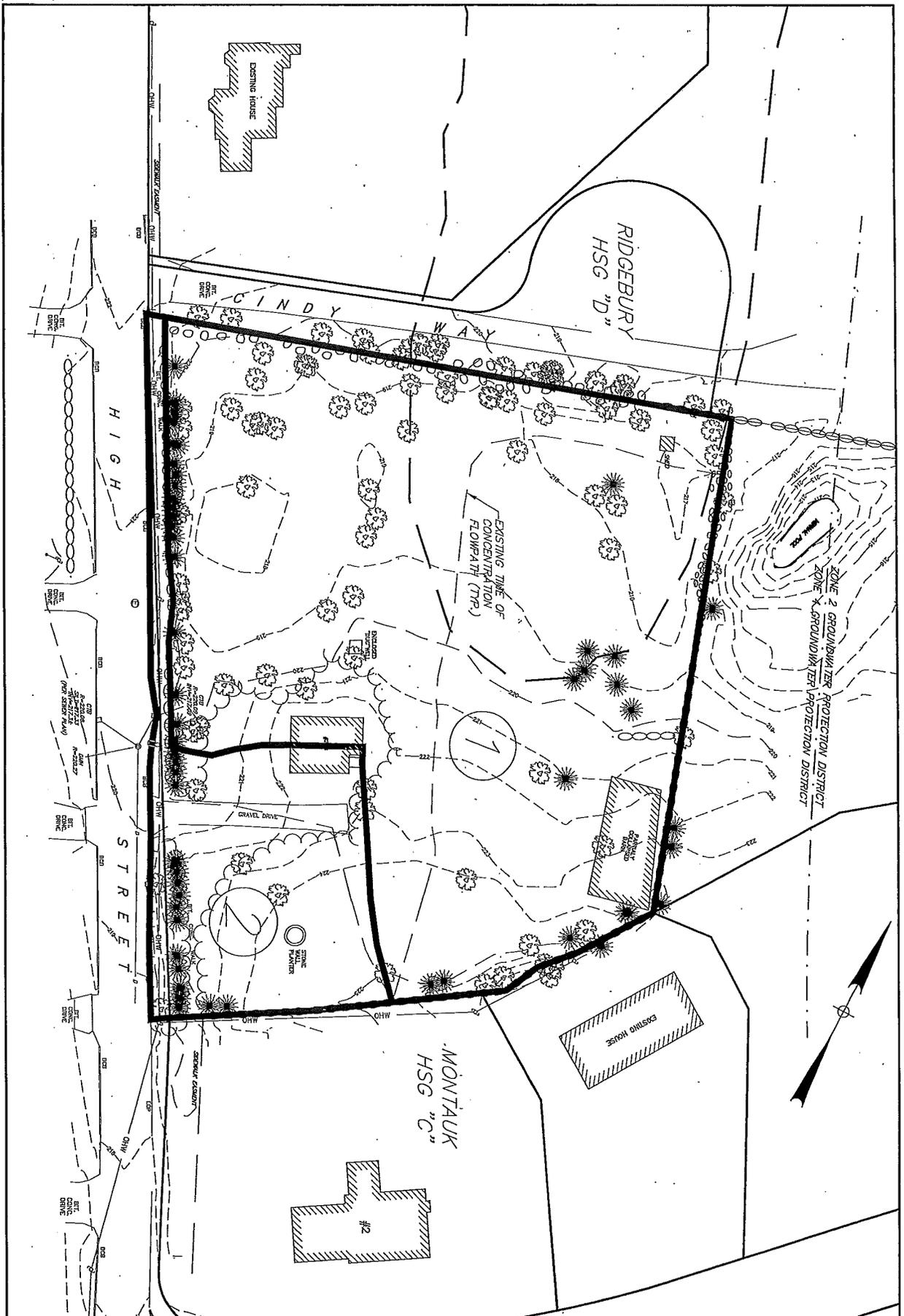
The necessary erosion and sedimentation controls have been included on the design plans. A Stormwater Pollution Prevention Plan is also included on the design plans (Sheet 9 of 9, "Erosion & Sedimentation Control Plan").

Standard #9 **OPERATION AND MAINTENANCE PLAN**

An Operation and Maintenance Plan is attached to the Stormwater Report with additional information provided on the design plans (Sheet 9 of 9, "Erosion & Sedimentation Control Plan").

Standard #10 **ILLICIT DISCHARGES TO THE DRAIN SYSTEM**

There are no existing or proposed illicit discharges to the drainage system for the proposed project.



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GRAPHIC SCALE IN FEET

SHEET TITLE:
PRE-DEVELOPMENT
WATERSHED
AREA PLAN
 ADELINE WAY - ACTON, MA

2-YEAR STORM EVENT
Pre-Development

Pre-Development 6-2-16

Prepared by David E. Ross Associates, Inc.
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Type III 24-hr 2 Year Storm Rainfall=3.25"

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Summary for Subcatchment 1: To Northeast Corner of Property

Runoff = 0.97 cfs @ 12.26 hrs, Volume= 0.094 af, Depth> 0.92"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 Year Storm Rainfall=3.25"

Area (sf)	CN	Description
34,965	70	Woods, Good, HSG C
14,552	77	Woods, Good, HSG D
2,048	74	>75% Grass cover, Good, HSG C
1,771	98	Paved parking & roofs
53,336	73	Weighted Average
51,565		Pervious Area
1,771		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.4	50	0.0300	0.08		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.25"
6.8	310	0.0230	0.76		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
17.2	360	Total			

Summary for Subcatchment 2: To High Street

Runoff = 0.33 cfs @ 12.17 hrs, Volume= 0.027 af, Depth> 1.09"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 Year Storm Rainfall=3.25"

Area (sf)	CN	Description
5,942	70	Woods, Good, HSG C
4,702	74	>75% Grass cover, Good, HSG C
1,533	98	Paved parking & roofs
917	89	Gravel roads, HSG C
13,094	76	Weighted Average
11,561		Pervious Area
1,533		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.4	50	0.0300	0.08		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.25"
0.7	40	0.0380	0.97		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.4	75	0.0360	3.05		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
11.5	165	Total			

Summary for Reach DP: Design Point

Inflow Area = 1.224 ac, 3.32% Impervious, Inflow Depth > 0.92" for 2 Year Storm event
Inflow = 0.97 cfs @ 12.26 hrs, Volume= 0.094 af
Outflow = 0.97 cfs @ 12.26 hrs, Volume= 0.094 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pre-Development 6-2-16

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Type III 24-hr 10 Year Storm Rainfall=5.04"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1: To Northeast Corner of Property

Runoff Area=53,336 sf 3.32% Impervious Runoff Depth>2.13"
Flow Length=360' Tc=17.2 min CN=73 Runoff=2.34 cfs 0.217 af

Subcatchment 2: To High Street

Runoff Area=13,094 sf 11.71% Impervious Runoff Depth>2.38"
Flow Length=165' Tc=11.5 min CN=76 Runoff=0.75 cfs 0.060 af

Reach DP: Design Point

Inflow=2.34 cfs 0.217 af
Outflow=2.34 cfs 0.217 af

100-YEAR STORM EVENT
Pre-Development

Pre-Development 6-2-16

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Type III 24-hr 100 Year Storm Rainfall=7.87"

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Summary for Subcatchment 1: To Northeast Corner of Property

Runoff = 4.80 cfs @ 12.24 hrs, Volume= 0.446 af, Depth> 4.38"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 100 Year Storm Rainfall=7.87"

Area (sf)	CN	Description
34,965	70	Woods, Good, HSG C
14,552	77	Woods, Good, HSG D
2,048	74	>75% Grass cover, Good, HSG C
1,771	98	Paved parking & roofs
53,336	73	Weighted Average
51,565		Pervious Area
1,771		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.4	50	0.0300	0.08		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.25"
6.8	310	0.0230	0.76		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
17.2	360	Total			

Summary for Subcatchment 2: To High Street

Runoff = 1.47 cfs @ 12.16 hrs, Volume= 0.118 af, Depth> 4.72"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 100 Year Storm Rainfall=7.87"

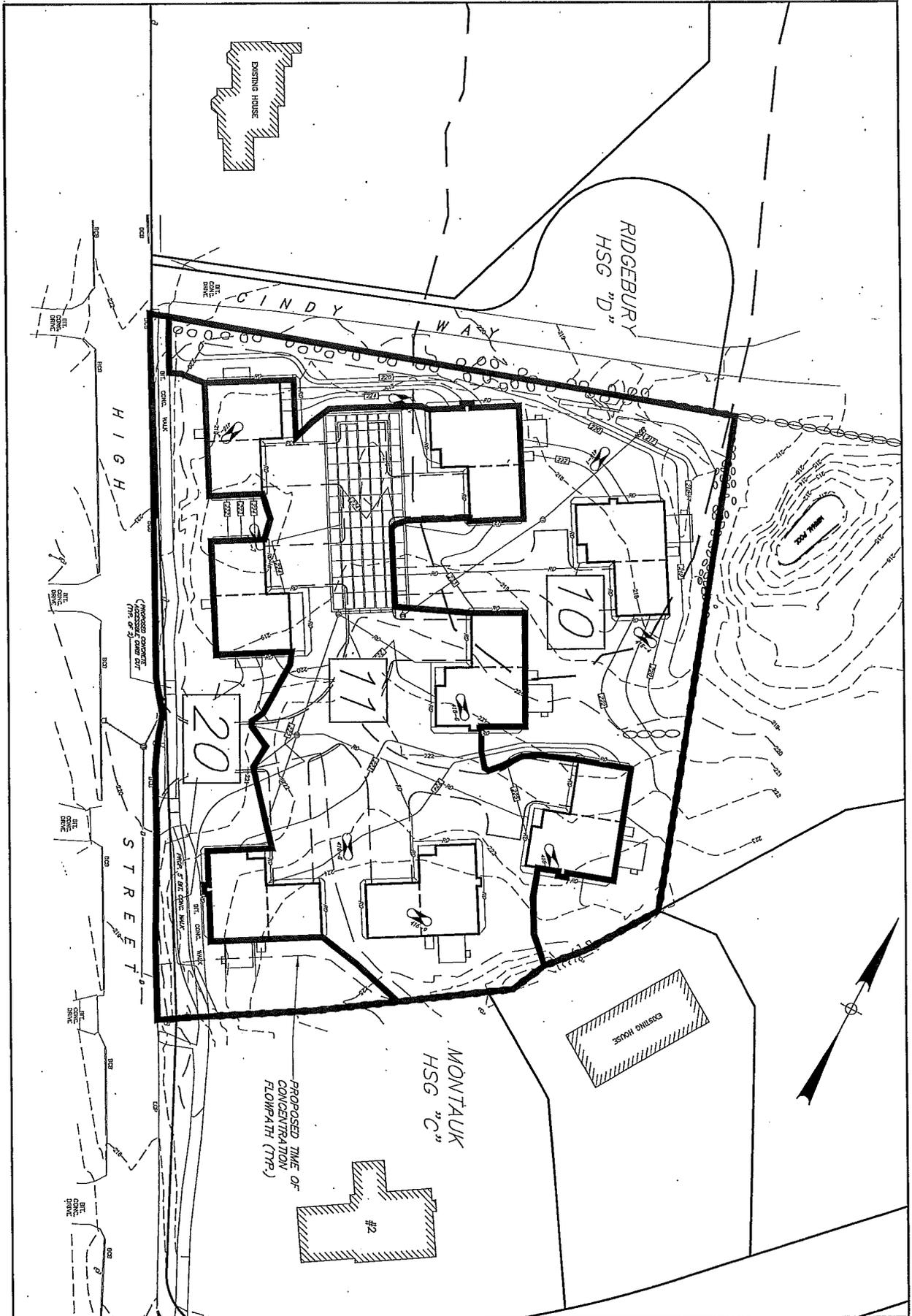
Area (sf)	CN	Description
5,942	70	Woods, Good, HSG C
4,702	74	>75% Grass cover, Good, HSG C
1,533	98	Paved parking & roofs
917	89	Gravel roads, HSG C
13,094	76	Weighted Average
11,561		Pervious Area
1,533		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.4	50	0.0300	0.08		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.25"
0.7	40	0.0380	0.97		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.4	75	0.0360	3.05		Shallow Concentrated Flow, Unpaved Kv= 16.1 fps
11.5	165	Total			

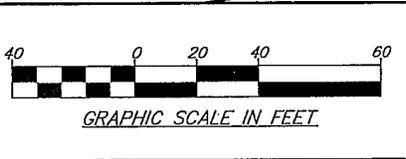
Summary for Reach DP: Design Point

Inflow Area = 1.224 ac, 3.32% Impervious, Inflow Depth > 4.38" for 100 Year Storm event
Inflow = 4.80 cfs @ 12.24 hrs, Volume= 0.446 af
Outflow = 4.80 cfs @ 12.24 hrs, Volume= 0.446 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs



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SHEET TITLE:
POST-DEVELOPMENT WATERSHED AREA PLAN
 ADELINE WAY - ACTON, MA

2-YEAR STORM EVENT
Post-Development

Post-Development 6-2-16

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Type III 24-hr 2 Year Storm Rainfall=3.25"

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Summary for Subcatchment 10: To Northeast Corner of Property

Runoff = 0.68 cfs @ 12.16 hrs, Volume= 0.059 af, Depth> 1.37"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Type III 24-hr 2 Year Storm Rainfall=3.25"

Area (sf)	CN	Description
1,753	70	Woods, Good, HSG C
410	77	Woods, Good, HSG D
8,789	74	>75% Grass cover, Good, HSG C
8,157	80	>75% Grass cover, Good, HSG D
3,236	98	Paved parking & roofs
22,345	79	Weighted Average
19,109		Pervious Area
3,236		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	50	0.0400	0.14		Sheet Flow, Grass: Dense n= 0.240 P2= 3.25"
5.0	210	0.0100	0.70		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
11.2	260	Total			

Summary for Subcatchment 11: To Detention Facility

Runoff = 1.60 cfs @ 12.13 hrs, Volume= 0.131 af, Depth> 2.12"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Type III 24-hr 2 Year Storm Rainfall=3.25"

Area (sf)	CN	Description
670	70	Woods, Good, HSG C
10,636	74	>75% Grass cover, Good, HSG C
386	80	>75% Grass cover, Good, HSG D
20,435	98	Paved parking & roofs
32,127	89	Weighted Average
11,692		Pervious Area
20,435		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.1	50	0.0200	0.10		Sheet Flow, Grass: Dense n= 0.240 P2= 3.25"
1.1	75	0.0270	1.15		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.2	35	0.0280	3.40		Shallow Concentrated Flow, Paved Kv= 20.3 fps
9.4	160	Total			

Summary for Subcatchment 20: To High Street

Runoff = 0.38 cfs @ 12.12 hrs, Volume= 0.030 af, Depth> 1.31"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Type III 24-hr 2 Year Storm Rainfall=3.25"

Post-Development 6-2-16

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Type III 24-hr 2 Year Storm Rainfall=3.25"

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Discarded OutFlow Max=0.02 cfs @ 9.30 hrs HW=217.44' (Free Discharge)

↑1=Exfiltration (Exfiltration Controls 0.02 cfs)

Primary OutFlow Max=0.20 cfs @ 12.81 hrs HW=218.75' (Free Discharge)

↑2=Culvert (Passes 0.20 cfs of 2.15 cfs potential flow)

↑3=Orifice/Grate (Orifice Controls 0.20 cfs @ 4.09 fps)

↑4=Orifice/Grate (Controls 0.00 cfs)

Post-Development 6-2-16

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Type III 24-hr 10 Year Storm Rainfall=5.04"

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Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 10: To Northeast Corner of Property

Runoff Area=22,345 sf 14.48% Impervious Runoff Depth>2.83"
Flow Length=260' Tc=11.2 min CN=79 Runoff=1.43 cfs 0.121 af

Subcatchment 11: To Detention Facility

Runoff Area=32,127 sf 63.61% Impervious Runoff Depth>3.81"
Flow Length=160' Tc=9.4 min CN=89 Runoff=2.80 cfs 0.234 af

Subcatchment 20: To High Street

Runoff Area=11,958 sf 20.63% Impervious Runoff Depth>2.74"
Flow Length=115' Tc=7.7 min CN=78 Runoff=0.82 cfs 0.063 af

Reach DP: Design Point

Inflow=2.19 cfs 0.307 af
Outflow=2.19 cfs 0.307 af

Pond 1P: Detention Facility

Peak Elev=219.30' Storage=3,986 cf Inflow=2.80 cfs 0.234 af
Discarded=0.02 cfs 0.028 af Primary=1.21 cfs 0.186 af Outflow=1.23 cfs 0.214 af

Post-Development 6-2-16

Type III 24-hr 10 Year Storm Rainfall=5.04"

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Area (sf)	CN	Description
2,260	70	Woods, Good, HSG C
7,231	74	>75% Grass cover, Good, HSG C
2,467	98	Paved parking & roofs
11,958	78	Weighted Average
9,491		Pervious Area
2,467		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.9	50	0.0300	0.12		Sheet Flow, Grass: Dense n= 0.240 P2= 3.25"
0.8	65	0.0360	1.33		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
7.7	115	Total			

Summary for Reach DP: Design Point

Inflow Area = 1.251 ac, 43.46% Impervious, Inflow Depth > 2.95" for 10 Year Storm event
 Inflow = 2.19 cfs @ 12.25 hrs, Volume= 0.307 af
 Outflow = 2.19 cfs @ 12.25 hrs, Volume= 0.307 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Summary for Pond 1P: Detention Facility

Inflow Area = 0.738 ac, 63.61% Impervious, Inflow Depth > 3.81" for 10 Year Storm event
 Inflow = 2.80 cfs @ 12.13 hrs, Volume= 0.234 af
 Outflow = 1.23 cfs @ 12.39 hrs, Volume= 0.214 af, Atten= 56%, Lag= 15.3 min
 Discarded = 0.02 cfs @ 7.55 hrs, Volume= 0.028 af
 Primary = 1.21 cfs @ 12.39 hrs, Volume= 0.186 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 219.30' @ 12.39 hrs Surf.Area= 3,039 sf Storage= 3,986 cf

Plug-Flow detention time= 144.3 min calculated for 0.214 af (91% of inflow)
 Center-of-Mass det. time= 101.1 min (897.5 - 796.4)

Volume	Invert	Avail.Storage	Storage Description
#1	217.40'	2,711 cf	Custom Stage Data (Prismatic) Listed below (Recalc) 10,637 cf Overall - 3,859 cf Embedded = 6,778 cf x 40.0% Voids
#2	217.90'	3,859 cf	44.6"W x 30.0"H x 7.12'L StormTech SC-740 x 84 Inside #1
		6,570 cf	Total Available Storage

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
217.40	3,039	0	0
220.90	3,039	10,637	10,637

Device	Routing	Invert	Outlet Devices
#1	Discarded	217.40'	0.270 in/hr Exfiltration over Surface area
#2	Primary	217.85'	12.0" x 72.0' long Culvert RCP, square edge headwall, Ke= 0.500 Outlet Invert= 217.49' S= 0.0050 '/' Cc= 0.900 n= 0.010
#3	Device 2	217.90'	3.0" Vert. Orifice/Grate C= 0.600
#4	Device 2	218.80'	6.0" Vert. Orifice/Grate X 2.00 C= 0.600

100-YEAR STORM EVENT
Post-Development

Post-Development 6-2-16

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Type III 24-hr 100 Year Storm Rainfall=7.87"

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Summary for Subcatchment 10: To Northeast Corner of Property

Runoff = 2.68 cfs @ 12.16 hrs, Volume= 0.230 af, Depth> 5.38"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Type III 24-hr 100 Year Storm Rainfall=7.87"

Area (sf)	CN	Description
1,753	70	Woods, Good, HSG C
410	77	Woods, Good, HSG D
8,789	74	>75% Grass cover, Good, HSG C
8,157	80	>75% Grass cover, Good, HSG D
3,236	98	Paved parking & roofs
22,345	79	Weighted Average
19,109		Pervious Area
3,236		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	50	0.0400	0.14		Sheet Flow, Grass: Dense n= 0.240 P2= 3.25"
5.0	210	0.0100	0.70		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
11.2	260	Total			

Summary for Subcatchment 11: To Detention Facility

Runoff = 4.69 cfs @ 12.13 hrs, Volume= 0.403 af, Depth> 6.55"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Type III 24-hr 100 Year Storm Rainfall=7.87"

Area (sf)	CN	Description
670	70	Woods, Good, HSG C
10,636	74	>75% Grass cover, Good, HSG C
386	80	>75% Grass cover, Good, HSG D
20,435	98	Paved parking & roofs
32,127	89	Weighted Average
11,692		Pervious Area
20,435		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.1	50	0.0200	0.10		Sheet Flow, Grass: Dense n= 0.240 P2= 3.25"
1.1	75	0.0270	1.15		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
0.2	35	0.0280	3.40		Shallow Concentrated Flow, Paved Kv= 20.3 fps
9.4	160	Total			

Summary for Subcatchment 20: To High Street

Runoff = 1.57 cfs @ 12.11 hrs, Volume= 0.120 af, Depth> 5.27"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs
 Type III 24-hr 100 Year Storm Rainfall=7.87"

Post-Development 6-2-16

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Type III 24-hr 100 Year Storm Rainfall=7.87"

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Discarded OutFlow Max=0.02 cfs @ 5.50 hrs HW=217.44' (Free Discharge)

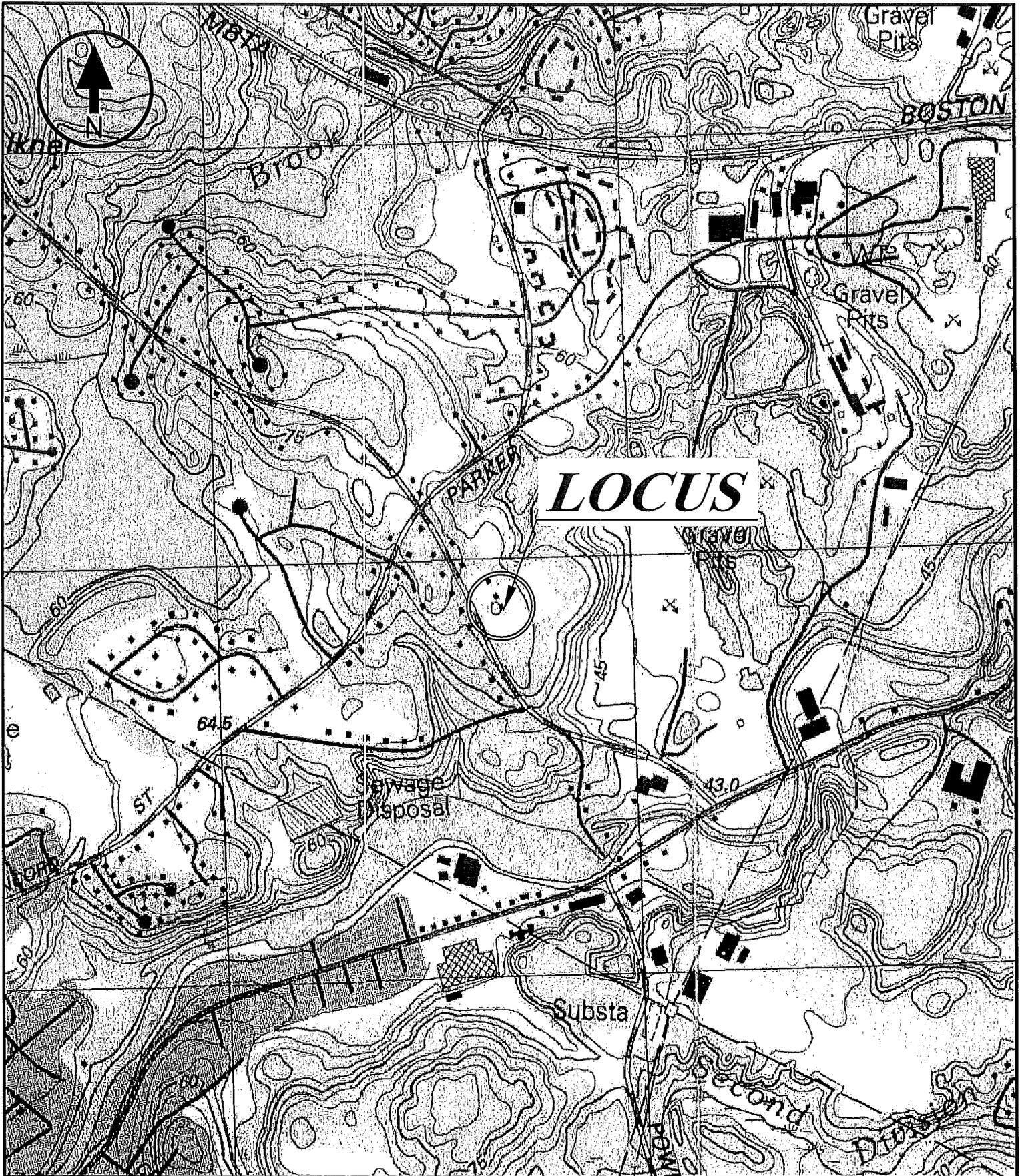
└─1=Exfiltration (Exfiltration Controls 0.02 cfs)

Primary OutFlow Max=2.39 cfs @ 12.32 hrs HW=220.22' (Free Discharge)

└─2=Culvert (Passes 2.39 cfs of 4.92 cfs potential flow)

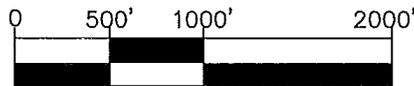
└─3=Orifice/Grate (Orifice Controls 0.35 cfs @ 7.13 fps)

└─4=Orifice/Grate (Orifice Controls 2.04 cfs @ 5.21 fps)



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LAND SURVEYORS - LANDSCAPE ARCHITECTS



GRAPHIC SCALE

SHEET TITLE:

USGS LOCUS MAP

ADELINE WAY
ACTON, MA

SOURCE: MASSGIS USGS TILES

Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Middlesex County, Massachusetts (MA017)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
71B	Ridgebury fine sandy loam, 3 to 8 percent slopes, extremely stony	D	1.1	13.1%
254B	Merrimac fine sandy loam, 3 to 8 percent slopes	A	0.5	6.0%
302B	Montauk fine sandy loam, 0 to 8 percent slopes, extremely stony	C	7.0	80.9%
Totals for Area of Interest			8.7	100.0%

OBSERVATION TEST HOLE DATA

SOIL EVALUATOR: ROBERT E. OLIVA, D.E.R.A
4/15/16

416-1: ELEV. = 217.3'

0" - 8" A 10YR 3/3 FINE SANDY LOAM
8" - 19" Bw 10YR 5/8 LOAMY SAND
19" - 40" C1 10YR 6/8 M. SAND
40" - 124" C2 10YR 6/4 SANDY LOAM

MOTTLING AT 24"
WEEPING AT 36"
NO REFUSAL
E.S.H.W.T. AT 24" (215.3')

416-2: ELEV. = 218.8'

0" - 10" A 10YR 3/3 FINE SANDY LOAM
10" - 24" Bw 10YR 4/8 SANDY LOAM
24" - 42" C1 10YR 4/4 LOAMY SAND
42" - 110" C2 2.5Y 5/4 SANDY LOAM

MOTTLING AT 42"
WEEPING AT 64"
NO REFUSAL
E.S.H.W.T. AT 42" (215.3')

416-3: ELEV. = 218.4'

0" - 10" A 10YR 3/3 FINE SANDY LOAM
10" - 22" Bw 10YR 5/8 SANDY LOAM
22" - 32" C1 2.5Y 5/6 LOAMY SAND
32" - 118" C2 2.5Y 5/4 SANDY LOAM

MOTTLING AT 32"
WEEPING AT 41"
NO REFUSAL
E.S.H.W.T. AT 32" (215.7')

416-4: ELEV. = 218.1'

0" - 10" A 10YR 3/3 FINE SANDY LOAM
10" - 30" Bw 10YR 5/8 SANDY LOAM
30" - 48" C1 2.5Y 5/6 SANDY LOAM
48" - 122" C2 2.5Y 5/4 LOAMY SAND

MOTTLING AT 46"
NO WEEPING, NO G.W.
NO REFUSAL
E.S.H.W.T. AT 46" (214.1')

416-5: ELEV. = 222.6'

0" - 2" A 10YR 3/3 FINE SANDY LOAM
2" - 15" Bw 10YR 5/8 SANDY LOAM
15" - 52" C1 2.5Y 4/4 SANDY LOAM
52" - 118" C2 2.5Y 5/6 SANDY LOAM

MOTTLING AT 52"
NO WEEPING, G.W. AT 116"
NO REFUSAL
E.S.H.W.T. AT 52" (218.3')

416-6: ELEV. = 221.0'

0" - 10" A 10YR 3/3 FINE SANDY LOAM
10" - 29" Bw 10YR 5/8 SANDY LOAM
29" - 108" C 2.5Y 4/4 SANDY LOAM

MOTTLING AT 46"
NO WEEPING, NO G.W.
NO REFUSAL
E.S.H.W.T. AT 46" (217.2')

416-7: ELEV. = 217.8'

0" - 10" A 10YR 3/3 FINE SANDY LOAM
10" - 27" Bw 10YR 5/8 SANDY LOAM
27" - 112" C 2.5Y 5/4 SANDY LOAM

MOTTLING AT 42"
WEEPING AT 62"
NO REFUSAL
E.S.H.W.T. AT 42" (214.8')

416-8: ELEV. = 223.1'

0" - 6" A 10YR 3/3 FINE SANDY LOAM
6" - 18" Bw 10YR 5/8 SANDY LOAM
18" - 102" Cr --- FRACTURED ROCK/LEDGE

NO MOTTLING OBSERVED
NO WEEPING
NO REFUSAL, MACHINE STILL ABLE TO REMOVE ROCK
E.S.H.W.T. NOT DETERMINED

416-9: ELEV. = 224.8'

0" - 12" A 10YR 3/3
12" - 32" Bw 10YR 5/6
32" - 102" Cr 10YR 5/8 (SOME SOIL, DECAYED ROCK)

MOTTLING AT 40"
NO WEEPING, NO G.W.
NO REFUSAL, MACHINE STILL ABLE TO REMOVE ROCK
E.S.H.W.T. NOT DETERMINED



Checklist for Stormwater Report

A. Introduction

A Stormwater Report must be submitted with the Notice of Intent permit application to document compliance with the Stormwater Management Standards. The following checklist is NOT a substitute for the Stormwater Report (which should provide more substantive and detailed information) but is offered here as a tool to help the applicant organize their Stormwater Management documentation for their Report and for the reviewer to assess this information in a consistent format. As noted in the Checklist, the Stormwater Report must contain the engineering computations and supporting information set forth in Volume 3 of the Massachusetts Stormwater Handbook. The Stormwater Report must be prepared and certified by a Registered Professional Engineer (RPE) licensed in the Commonwealth.

The Stormwater Report must include:

- The Stormwater Checklist completed and stamped by a Registered Professional Engineer (see page 2) that certifies that the Stormwater Report contains all required submittals.¹ This Checklist is to be used as the cover for the completed Stormwater Report.
- Applicant/Project Name
- Project Address
- Name of Firm and Registered Professional Engineer that prepared the Report
- Long-Term Pollution Prevention Plan required by Standards 4-6
- Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan required by Standard 8²
- Operation and Maintenance Plan required by Standard 9

In addition to all plans and supporting information, the Stormwater Report must include a brief narrative describing stormwater management practices, including environmentally sensitive site design and LID techniques, along with a diagram depicting runoff through the proposed BMP treatment train. Plans are required to show existing and proposed conditions, identify all wetland resource areas, NRCS soil types, critical areas, Land Uses with Higher Potential Pollutant Loads (LUHPPL), and any areas on the site where infiltration rate is greater than 2.4 inches per hour. The Plans shall identify the drainage areas for both existing and proposed conditions at a scale that enables verification of supporting calculations.

As noted in the Checklist, the Stormwater Management Report shall document compliance with each of the Stormwater Management Standards as provided in the Massachusetts Stormwater Handbook. The soils evaluation and calculations shall be done using the methodologies set forth in Volume 3 of the Massachusetts Stormwater Handbook.

To ensure that the Stormwater Report is complete, applicants are required to fill in the Stormwater Report Checklist by checking the box to indicate that the specified information has been included in the Stormwater Report. If any of the information specified in the checklist has not been submitted, the applicant must provide an explanation. The completed Stormwater Report Checklist and Certification must be submitted with the Stormwater Report.

¹ The Stormwater Report may also include the Illicit Discharge Compliance Statement required by Standard 10. If not included in the Stormwater Report, the Illicit Discharge Compliance Statement must be submitted prior to the discharge of stormwater runoff to the post-construction best management practices.

² For some complex projects, it may not be possible to include the Construction Period Erosion and Sedimentation Control Plan in the Stormwater Report. In that event, the issuing authority has the discretion to issue an Order of Conditions that approves the project and includes a condition requiring the proponent to submit the Construction Period Erosion and Sedimentation Control Plan before commencing any land disturbance activity on the site.



Checklist for Stormwater Report

Checklist (continued)

LID Measures: Stormwater Standards require LID measures to be considered. Document what environmentally sensitive design and LID Techniques were considered during the planning and design of the project:

- No disturbance to any Wetland Resource Areas
- Site Design Practices (e.g. clustered development, reduced frontage setbacks)
- Reduced Impervious Area (Redevelopment Only)
- Minimizing disturbance to existing trees and shrubs
- LID Site Design Credit Requested:
 - Credit 1
 - Credit 2
 - Credit 3
- Use of "country drainage" versus curb and gutter conveyance and pipe
- Bioretention Cells (includes Rain Gardens)
- Constructed Stormwater Wetlands (includes Gravel Wetlands designs)
- Treebox Filter
- Water Quality Swale
- Grass Channel
- Green Roof
- Other (describe): _____

Standard 1: No New Untreated Discharges

- No new untreated discharges
- Outlets have been designed so there is no erosion or scour to wetlands and waters of the Commonwealth
- Supporting calculations specified in Volume 3 of the Massachusetts Stormwater Handbook included.



Checklist for Stormwater Report

Checklist (continued)

Standard 3: Recharge (continued)

- The infiltration BMP is used to attenuate peak flows during storms greater than or equal to the 10-year 24-hour storm and separation to seasonal high groundwater is less than 4 feet and a mounding analysis is provided.
- Documentation is provided showing that infiltration BMPs do not adversely impact nearby wetland resource areas.

Standard 4: Water Quality

The Long-Term Pollution Prevention Plan typically includes the following:

- Good housekeeping practices;
 - Provisions for storing materials and waste products inside or under cover;
 - Vehicle washing controls;
 - Requirements for routine inspections and maintenance of stormwater BMPs;
 - Spill prevention and response plans;
 - Provisions for maintenance of lawns, gardens, and other landscaped areas;
 - Requirements for storage and use of fertilizers, herbicides, and pesticides;
 - Pet waste management provisions;
 - Provisions for operation and management of septic systems;
 - Provisions for solid waste management;
 - Snow disposal and plowing plans relative to Wetland Resource Areas;
 - Winter Road Salt and/or Sand Use and Storage restrictions;
 - Street sweeping schedules;
 - Provisions for prevention of illicit discharges to the stormwater management system;
 - Documentation that Stormwater BMPs are designed to provide for shutdown and containment in the event of a spill or discharges to or near critical areas or from LUHPPL;
 - Training for staff or personnel involved with implementing Long-Term Pollution Prevention Plan;
 - List of Emergency contacts for implementing Long-Term Pollution Prevention Plan.
- A Long-Term Pollution Prevention Plan is attached to Stormwater Report and is included as an attachment to the Wetlands Notice of Intent.
 - Treatment BMPs subject to the 44% TSS removal pretreatment requirement and the one inch rule for calculating the water quality volume are included, and discharge:
 - is within the Zone II or Interim Wellhead Protection Area
 - is near or to other critical areas
 - is within soils with a rapid infiltration rate (greater than 2.4 inches per hour)
 - involves runoff from land uses with higher potential pollutant loads.
 - The Required Water Quality Volume is reduced through use of the LID site Design Credits.
 - Calculations documenting that the treatment train meets the 80% TSS removal requirement and, if applicable, the 44% TSS removal pretreatment requirement, are provided.



Checklist for Stormwater Report

Checklist (continued)

Standard 7: Redevelopments and Other Projects Subject to the Standards only to the maximum extent practicable

- The project is subject to the Stormwater Management Standards only to the maximum Extent Practicable as a:
 - Limited Project
 - Small Residential Projects: 5-9 single family houses or 5-9 units in a multi-family development provided there is no discharge that may potentially affect a critical area.
 - Small Residential Projects: 2-4 single family houses or 2-4 units in a multi-family development with a discharge to a critical area
 - Marina and/or boatyard provided the hull painting, service and maintenance areas are protected from exposure to rain, snow, snow melt and runoff
 - Bike Path and/or Foot Path
 - Redevelopment Project
 - Redevelopment portion of mix of new and redevelopment.
- Certain standards are not fully met (Standard No. 1, 8, 9, and 10 must always be fully met) and an explanation of why these standards are not met is contained in the Stormwater Report.
- The project involves redevelopment and a description of all measures that have been taken to improve existing conditions is provided in the Stormwater Report. The redevelopment checklist found in Volume 2 Chapter 3 of the Massachusetts Stormwater Handbook may be used to document that the proposed stormwater management system (a) complies with Standards 2, 3 and the pretreatment and structural BMP requirements of Standards 4-6 to the maximum extent practicable and (b) improves existing conditions.

Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control

A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan must include the following information:

- Narrative;
 - Construction Period Operation and Maintenance Plan;
 - Names of Persons or Entity Responsible for Plan Compliance;
 - Construction Period Pollution Prevention Measures;
 - Erosion and Sedimentation Control Plan Drawings;
 - Detail drawings and specifications for erosion control BMPs, including sizing calculations;
 - Vegetation Planning;
 - Site Development Plan;
 - Construction Sequencing Plan;
 - Sequencing of Erosion and Sedimentation Controls;
 - Operation and Maintenance of Erosion and Sedimentation Controls;
 - Inspection Schedule;
 - Maintenance Schedule;
 - Inspection and Maintenance Log Form.
- A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan containing the information set forth above has been included in the Stormwater Report.

TSS Removal Calculation Worksheet

Location: Adeline Way - 248 High Street, LLC

A BMP	B TSS Removal Rate	C Starting TSS Load *	D Amount Removed (BxC)	E Remaining Load (C-D)
Deep Sump/Hood CB	25%	1.00	0.25	0.75
CDS2015-4-C	80%	0.75	0.60	0.15
<i>Total TSS Removal =</i>			0.85	

* Equals remaining load from previous BMP (E) which enters the BMP

Project: 31342
 Prepared By: REO
 Date: 6/8/2016

Project: 248 High Street
 Location: 248 High Street - Acton, MA
 Prepared For: Rob Oliva - David E. Ross Associates - Ayer, MA



Purpose: To calculate the water quality flow rate (WQF) over a given site area. In this situation the WQF is derived from the first 0.50" of runoff.

Reference: Massachusetts Dept. of Environmental Protection Wetlands Program / United States Department of Agriculture Natural Resources Conservation Service TR-55 Manual

Given:

Structure Name	Impv. (acres)	A (miles ²)	t _c (min)	t _c (hr)	WQV (in)
WQU	0.22	0.0003438	6.0	0.100	0.50
		0.0000000		0.000	
		0.0000000		0.000	

Procedure: Determine unit peak discharge using Figure 1 or 2. Figure 2 is in tabular form so is preferred. Using the t_c, read the unit peak discharge (qu) from Figure 1 or Table in Figure 2. qu is expressed in the following units: cfs/mi²/watershed inches (csm/in).

Structure Name	qu (csm/in.)
WQU	752.00
0	
0	

1. Compute Q Rate using the following equation:

$$Q_{0.5} = (qu) (A) (WQV)$$

where:

Q_{0.5} = flow rate associated with first 1/2" of runoff

qu = the unit peak discharge, in csm/in.

A = impervious surface drainage area (in square miles)

WQV = water quality volume in watershed inches (1/2" in this case)

Structure Name	Q _{0.5} (cfs)
WQU	0.13
0	0.00
0	0.00

owner. Any application of herbicides or pesticides will be applied by a licensed applicator.

- **Proper management of deicing chemicals and snow** – Deicing chemicals and snow removal shall primarily be the responsibility of the property owner. Excess snow is to be trucked offsite, if required. Snow is to be stored such that snowmelt is controlled. The minimum amount of deicing chemicals needed is to be used. Avoid disposing of snow on top of storm drain catch basins.

2. Inspection.

It is necessary that the components which contribute to drainage, collection, treatment, storage and discharge of stormwater be regularly, routinely inspected to verify that conditions are suitable for its operation. Inspection of the system should be performed monthly, particularly during the first year of operation, but must take place quarterly at a minimum. As experience determines the frequency of necessary maintenance, inspections may be adjusted to match conditions which increase the necessity of maintenance.

The components requiring inspection, and the criteria required for verification are as follows and shown on the enclosed figure.

Onsite Drainage Areas: Areas that drain into the collection area from onsite must be inspected to verify that soil surfaces are stable and that erosion of soils into the collection system is not occurring.

Paved Surfaces: Inspect paved surfaces for accumulation of sand, litter, eroded soils or other deleterious materials. Verify that no hazardous materials, such as fuel oil, motor oils or other material has occurred.

Catch Basins: Inspect catch basins and the water quality inlet to ensure that they are watertight, have adequate sump capacity, oil/gas traps are in place, all frames and grates are free from structural damage and draining freely. Verify that there is no accumulation of oil or gasoline in the structure.

CDS Treatment Unit: Inspection of the CDS Treatment should include noting the presence of all installed components and the presence of collected sediments, floating debris and oil/gas. The CDS Treatment unit shall be emptied of sediments by the use of a vacuum truck when the depth of sediments has reached those levels prescribed by the manufacturer.

Stormtech Detention System: Verify that the floor of the system has not accumulated sediment, and that erosion of the floor has occurred. Any time that the system retains stormwater greater than 6" in depth and for a period greater than 72 hours (when precipitation is not occurring), a full and thorough inspection of the drainage system should be conducted.

3. Maintenance Activities

When inspection reveals that maintenance is appropriate, the following maintenance activities are necessary:

The records should be utilized to determine what frequency of inspection and maintenance is appropriate for the system, and what times of year such activities may be needed more frequently. Any activity performed subsequent to a major storm event or prolonged weather episode should be noted so that system performance may be evaluated in association with prevailing conditions.

5. Estimated Operation & Maintenance Budget

Below are the estimated annual maintenance costs for routine and non-routine tasks:

Clean Hooded Deep Sump Catch Basins:	\$400
Sweep Paved Roadway:	\$1,000
Clean Outfall	\$100
Stormtech Detention System:	\$1,000
CDS Treatment Unit:	<u>\$800</u>
	Total: \$3,300/annually

6. Ownership and operation responsibilities

Responsibility for the proper operation and maintenance of this system, during construction, including financial responsibilities in accordance with this Operation and Maintenance Plan and with the requirements of the Town of Acton and the Massachusetts Department of Environmental Protection are that of the Owner, 248 High Street, LLC. This responsibility shall lie with the Owner up until such time that ownership is transferred to a homeowners association, who shall own the system in its entirety and be responsible for operation and maintenance of the system.

APPENDIX C
Closed Drainage System Calculations

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EARTHWORK CALCULATIONS

FOR

248 HIGH STREET, LLC

JUNE, 2016

**PREPARED BY: DAVID E. ROSS ASSOCIATES, INC.
111 FITCHBURG ROAD
AYER, MA. 01432**

Project No. 31342

DAVID E. ROSS ASSOCIATES, INC.
111 FITCHBURG RD.
AYER, MA 01432
978 772 6232 • Fax 978 772 6258

JOB #31342 298 HIGH ST.
SHEET NO. 1 OF _____
CALCULATED BY REO DATE 6/9/16
CHECKED BY _____ DATE _____
SCALE _____

CUT/FILL ANALYSIS

- PER CUT/FILL REPORT (GENERATED BY AUTOCAD CIVIL 3D ANALYSIS)
SITE GRADING RESULTS IN NET FILL OF 2776 C.Y. (ATTACHED)

THIS ANALYSIS DOES NOT DEDUCT FOR THE PROPOSED
STORMTECH DETENTION SYSTEM:

STORMTECH SYSTEM VOLUME:

$$\text{AREA} = 34.75' \times 87.5' = 3041 \text{ SF}$$

$$\text{VOLUME} = 3041 \text{ SF} \times 42'' \text{ HEIGHT} = 10,644 \text{ CF} = 394 \text{ CY}$$

$$\text{STONE VOLUME} = 3041 \text{ SF} \times 12'' = 3041 \text{ CF} = 113 \text{ CY}$$

$$\text{DEDUCT } 394 \text{ CY} - 113 \text{ CY} = 281 \text{ CY FROM NET FILL}$$

- TOTAL CUT/FILL FOR SITE:

$$\text{TOTAL FILL} = 2776 \text{ CY} - 281 \text{ CY} = 2495 \text{ CY}$$

TOTAL CUT/FILL IS NET 2495 CY FILL

Cut/Fill Report

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Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
SITE CUT-FILL	full	1.200	1.075	43885	61.92*	4066.47*	4004.56*
FND 1 (1)	full	1.200	1.075	1036	286.75*	0.00*	286.75*
FND 2 (2)	full	1.200	1.075	1036	311.53*	0.00*	311.53*
FND 3 (1)	full	1.200	1.075	1036	187.53*	0.00*	187.53*
FND 5 (1)	full	1.200	1.075	1036	55.82*	0.00*	55.82*
FND 6 (1)	full	1.200	1.075	1036	63.16*	0.00*	63.16*
FND 7 (1)	full	1.200	1.075	884	52.74*	0.00*	52.74*
FND 8 (1)	full	1.200	1.075	884	80.33*	0.00*	80.33*
FND 4 (1)	full	1.200	1.075	1005	190.07*	0.00*	190.07*

Totals						
			2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total			51837	1289.84*	4066.47*	2776.63*

* Value adjusted by cut or fill factor other than 1.0

EARTHWORK CALCULATIONS

FOR

248 HIGH STREET, LLC

JUNE, 2016

**PREPARED BY: DAVID E. ROSS ASSOCIATES, INC.
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Project No. 31342

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JOB #31342 248 HIGH ST.
SHEET NO. 1 OF
CALCULATED BY REO DATE 6/9/16
CHECKED BY DATE
SCALE

CUT/FILL ANALYSIS

- PER CUT/FILL REPORT (GENERATED BY AUTOCAD CIVIL 3D ANALYSIS)
SITE GRADING RESULTS IN NET FILL OF 2776 C.Y. (ATTACHED)

THIS ANALYSIS DOES NOT DEDUCT FOR THE PROPOSED
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STORMTECH SYSTEM VOLUME:

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- TOTAL CUT/FILL FOR SITE:

$$\text{TOTAL FILL} = 2776 \text{ CY} - 281 \text{ CY} = 2495 \text{ CY}$$

TOTAL CUT/FILL IS NET 2495 CY FILL

Cut/Fill Report

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By user: roliva

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 \31342HIG\drawing\31342HIG_Site Plan_6-7-16 - Earth Volume.dwg

Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
SITE CUT-FILL	full	1.200	1.075	43885	61.92*	4066.47*	4004.56*
FND 1 (1)	full	1.200	1.075	1036	286.75*	0.00*	286.75*
FND 2 (2)	full	1.200	1.075	1036	311.53*	0.00*	311.53*
FND 3 (1)	full	1.200	1.075	1036	187.53*	0.00*	187.53*
FND 5 (1)	full	1.200	1.075	1036	55.82*	0.00*	55.82*
FND 6 (1)	full	1.200	1.075	1036	63.16*	0.00*	63.16*
FND 7 (1)	full	1.200	1.075	884	52.74*	0.00*	52.74*
FND 8 (1)	full	1.200	1.075	884	80.33*	0.00*	80.33*
FND 4 (1)	full	1.200	1.075	1005	190.07*	0.00*	190.07*

Totals						
			2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total			51837	1289.84*	4066.47*	2776.63*

* Value adjusted by cut or fill factor other than 1.0

28

WATER BALANCE CALCULATIONS

FOR

248 HIGH STREET, LLC

JUNE, 2016

**PREPARED BY: DAVID E. ROSS ASSOCIATES, INC.
 111 FITCHBURG ROAD
 AYER, MA. 01432**

Project No. 31342

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JOB #31342 - 248 HIGH ST. LLC
SHEET NO. 1 OF 4
CALCULATED BY REO DATE 6/14/16
CHECKED BY _____ DATE _____
SCALE _____

WATER BALANCE CALCULATIONS

PRE-DEVELOPMENT

SUBCATCHMENT	AREA	CN	AREA x CN
1	1.22 AC.	73	89.06
2	0.30 AC.	76	22.80
	1.52 AC.		111.86

$$CN(AVG.) = 111.86 \div 1.52 = 73.6$$

PAST-DEVELOPMENT

SUBCATCHMENT	AREA	CN	AREA x CN
10	0.51 AC.	79	40.29
11	0.74 AC.	89	65.86
20	0.27 AC.	78	21.06
	1.52 AC.		127.21

$$CN(AVG.) = 127.21 \div 1.52 = 83.7$$

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JOB #31342 - 248 HIGH ST. LLC
SHEET NO. 2 OF 4
CALCULATED BY PED DATE 6/14/16
CHECKED BY _____ DATE _____
SCALE _____

WATER BALANCE CALCULATIONS

PRE-DEVELOPMENT RECHARGE:

$$C_N = 73.6$$

$$\text{INFILTRATION} = 16.9 \text{ IN/YR (FIGURE A)}$$

$$\text{AREA} = 66,436 \text{ S.F.}$$

$$\text{RECHARGE} = 66,436 \text{ S.F.} \times 16.9 \text{ IN/YR} \left(\frac{1}{12}\right) = 93,564 \text{ CF/YR}$$

POST-DEVELOPMENT RECHARGE:

$$C_N = 83.7$$

$$\text{INFILTRATION} = 14.1 \text{ IN/YR (FIGURE A)}$$

$$\text{AREA} = 66,436 \text{ S.F.}$$

$$\text{RECHARGE} = 66,436 \text{ SF} \times 14.1 \text{ IN/YR} \left(\frac{1}{12}\right) = 78,063 \text{ CF/YR}$$

UNDERGROUND DETENTION SYSTEM RECHARGE:

$$C_N = 98.0$$

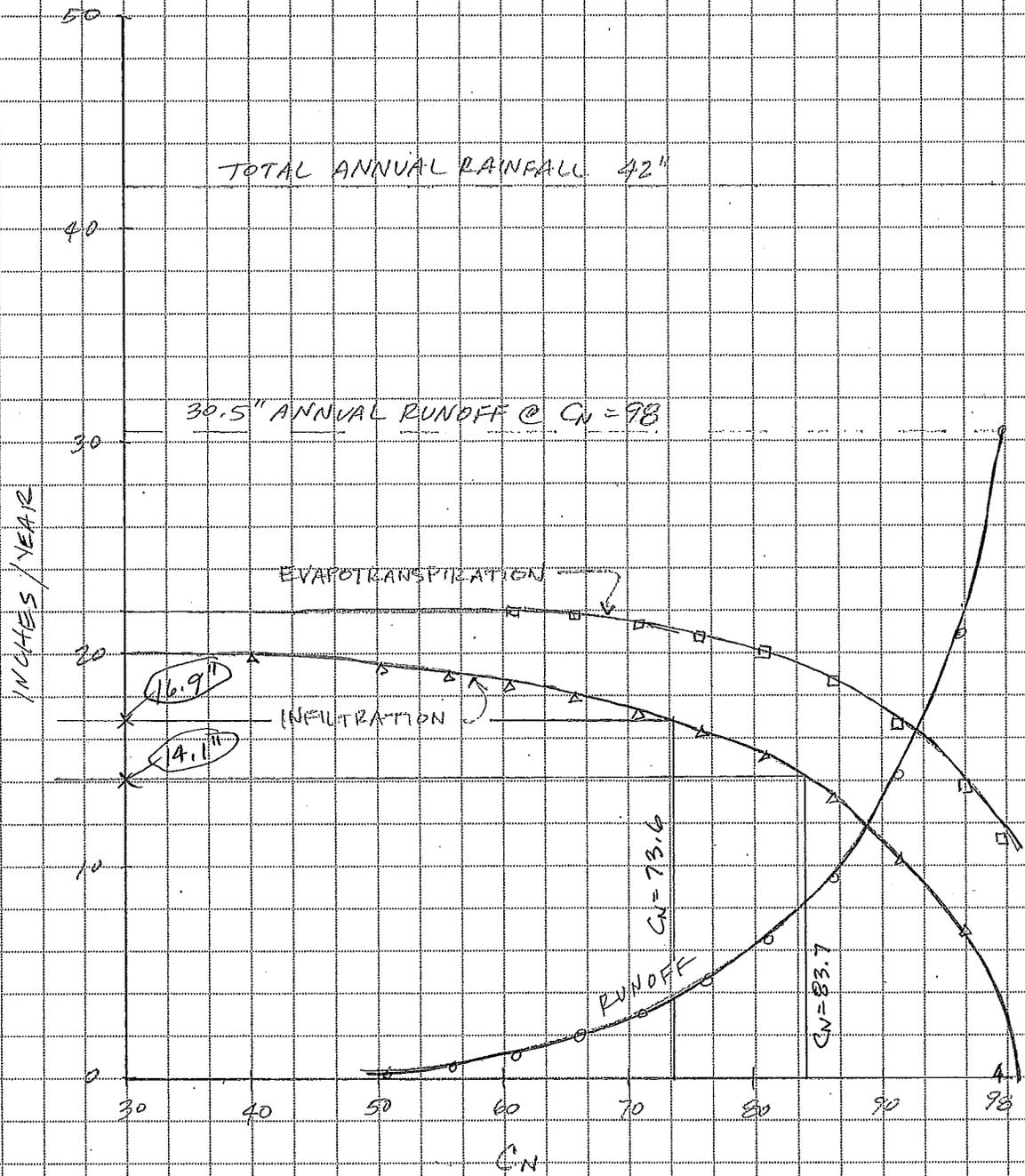
$$\text{PAVEMENT AREA} = 9,556 \text{ S.F.}$$

$$\text{ANNUAL RUNOFF} = 30.5 \text{ IN/YR TO SYSTEM FROM PAVE. (FIGURE A)}$$

$$\text{RECHARGE} = 9,556 \text{ SF} \times 30.5 \text{ IN/YR} \left(\frac{1}{12}\right) = 24,288 \text{ CF/YR}$$

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JOB 31342-248 HIGH ST. LLC
 SHEET NO. 3 OF 4
 CALCULATED BY RED DATE 6/14/16
 CHECKED BY _____ DATE _____
 SCALE _____



NOTE: GRAPH COMPILED FROM DATA PUBLISHED BY NOAA (1984-1988)

FIGURE A

DAVID E. ROSS ASSOCIATES, INC.
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JOB #31342 - 248 HIGH ST - LLC
SHEET NO. 4 OF 4
CALCULATED BY RED DATE 6/14/16
CHECKED BY _____ DATE _____
SCALE _____

WATER BALANCE CALCULATIONS

SUMMARY:

$$\begin{aligned} \text{TOTAL POST-DEVELOPMENT RECHARGE} &= 78,063 \text{ CF/YR} + \\ & \quad 24,288 \text{ CF/YR} \\ \text{TOTAL} &= 102,351 \text{ CF/YR RECHARGE} \end{aligned}$$

∴ POST-DEVELOPMENT RECHARGE IS GREATER THAN
PRE-DEVELOPMENT RECHARGE

$$\underline{102,351 \text{ CF/YR (POST)} > 93,564 \text{ CF/YR (PRE)}}$$

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Waiver Request from the Town of Acton Local Regulations

Acton Subdivision Rules and Regulations

<u>Section</u>	<u>Required</u>	<u>Proposed</u>
8.1.7	1,000' separation between adjacent intersecting streets along collector streets	820' feet from Parker Street and 250' from Dunham Lane
8.1.10	25' sideline radius	20' sideline radius
8.1.12	80' centerline radius	50' centerline radius
8.1.14	2% grade within 50' of street	2.57% grade within 50' of street
8.1.16	Dead end street not permitted	230' dead end
8.1.18	Cul-de-sac turnaround	No cul-de-sac turnaround provided
8.7.1 & 8.7.2	20' wide easement on lot lines for drainage	10' wide drain easements along lot line
8.7.5	10' utility and slope easement on each side of road	No easement slope easement provided, utility easement where necessary
9.1.1	Sidewalk required per standard roadway cross section	No sidewalk proposed
9.2.6	8" water main required	6" provided per discussion with Acton Water District
9.2.8	Fire call boxes	No fire call boxes proposed
9.3	Monuments	No permanent property line monuments proposed
9.5.2	Sloped granite curb at street intersection	No sloped granite curb proposed
9.8.1	Street trees	No street trees proposed, landscaping proposed per plans

Acton Rules and Regulations for Comprehensive Permits

3.14.5.23	Provide location of proposed underground utilities	Not showing underground electric, cable, or gas. To be determined
3.14.6.1	Plan scale of 1"=40' horizontal	Plan scale of 1"=20' horizontal
3.14.7.4	Outdoor lighting details	No outdoor lighting proposed other than residential house fixtures
3.14.8.3	Planting table	General layout of planting provided, details to be determined
3.14.8.6	Show location, size, and proposed fate of existing trees larger than 16"	Specific sizes not shown on trees to be removed

Acton Zoning Bylaw

Section 5 Table of Standard Dimensional Regulations (R-4)	Minimum Lot Area: 40,000 sq. ft., Minimum Lot Frontage: 175 ft., Minimum Lot Width 50 ft., Minimum Front Yard 45 ft. Minimum Side & Rear Yard: 20 ft.	Necessary density measurements in order for project to be constructed
---	---	---

Acton Wetland Protection Bylaw Rules and Regulations

Section 3.2 (6)	100' setback of undisturbed natural vegetation to the mean high water line for vernal pools	Construction will not interfere with vernal pool and mitigation measures will be provided
-----------------	---	---

Such other waivers of every type and kind necessary to construct the Project.

30

TEAM EXPERIENCE – DEVELOPER/CONTRACTOR QUALIFICATIONS

Complete the charts on the following pages for all housing projects undertaken by the developer and the contractor during the past five years. Include projects currently in construction. Provide owner references for each project, including a current phone number. Alternatively, a resume outlining the experience that covers the items listed on the chart below may be submitted.

1. Developer: Parties involved in this Application.

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	Davis Place	River Street	Wayland	Lincoln
Community Address:	159 Prospect St, Acton	River Street, Acton	25 Glen Road, Wayland	121 Tower Road, Lincoln
Housing Type:	Condominium	Condominium/Single Family Home	Single Family Home	Single Family Home
Number of Units:	8	10	1	1
Total Development Costs:	\$3.7M Approx.	\$5M Approx.	\$1.2M Approx.	\$1.4M Approx.
Subsidy Program (if applicable):	NA	NA	NA	NA
Date Completed:	2008	2013	2015	2016
Reference: Name and Telephone #:	Joseph Levine 508-331-4979	Joseph Levine 508-331-4979	Joseph Levine 508-331-4979	Joseph Levine 508-331-4979

2. Contractor: Flannery Builders, LLC (Principal: Edward Flannery) integrally involved in above projects as well as having more than thirty years construction experience.

Project Summary	Project #1	Project #2	Project #3	Project #4
Project Name:	See above	See above	See above	See above
Community Address:				
Housing Type:				
Number of Units:				
Total Development Costs:				
Subsidy Program (if applicable):				
Date Completed:				
Reference: Name and Telephone #:				

3. Other Chapter 40B Experience

Have you or any members of your team had previous Chapter 40B experience with DHCD and/or other subsidizing agencies? X Yes No
 If yes, please explain. Development team members have been involved in many 40B projects.