

CONDITIONS TO PROPOSED 1042 MAIN STREET DEVELOPMENT

1. The project shall not exceed 168 units.
2. Twenty-five percent (25%) of the 168 units shall be affordable units as that term is defined by the Massachusetts Department of Housing and Community Development and, unless in conflict with such definition, as hereafter provided.
3. The affordable units shall be rented to households whose income does not exceed 80% of the median household income for the Boston Metropolitan Statistical Area as established by the United States Department of Urban Development.
4. Rents charged for affordable units shall not exceed the lesser of (1) 30% of 80% of the median household income for the Boston Metropolitan Statistical Area as established by the United States Department of Urban Development, or (2) the maximum rents for affordable units established by relevant United States Department of Urban Development guidelines.
5. The affordable units shall be maintained as *affordable in perpetuity*.
6. The distribution of the 168 units among one-bedroom, two-bedroom, and three- bedroom units and between affordable units and market-rate units shall parallel the distribution proposed by Developer for 168 units: 26% shall be market-rate one-bedroom units, 9% affordable one-bedroom units; 31% shall be market-rate two-bedroom units, 10% affordable two-bedroom units; and 17% shall be market-rate three-bedroom units, 6% affordable three-bedroom units. This results in market-rate one-bedroom units, affordable one-bedroom units, market-rate two-bedroom units, affordable two-bedroom units, market-rate three-bedroom units and affordable three-bedroom units. All units shall be equipped with fire sprinklers.
7. During the period of any construction of the project, construction vehicles or equipment shall use Main Street to access the project site or for any other reason related to such construction. Construction activity of any kind shall be limited to five days per week (Monday through Friday) and shall not occur before 7 a.m. or after 6 p.m.
8. Developer shall submit to the Board for its review a set of revised plans showing a maximum density of 168 housing units, which plans shall at a minimum contain substantially the same categories of information and schematics as appear in the Preliminary (most recent) Site Development of the application, including the location, configuration, and front, rear, and side elevations of all buildings. The information and schematics shall be consistent with, disclose, and show the conditions, exceptions and waivers granted herein.
9. Developer shall construct all roadways within the project site at a grade not exceeding eight percent (8%) or, if a lower percentage, the grade maximum prescribed by the Planning Board's 2000 Land Subdivision Rules & Regulations.
10. Developer shall provide two (2) spaces per apartment unit, shall prohibit parking within the access ways on site, and shall restrict parking to lots designated for parking and to areas contiguous or near to the use to be served.

11. Developer shall provide a minimum of two (2) handicap parking spaces per apartment building, a minimum of four (4) handicap parking spaces at the proposed recreation center, and one additional handicap parking space at an apartment building for each handicapped tenant in need of such a space that has not already been provided for handicap parking.
12. Developer shall comply with the building height requirements of the Zoning Ordinance.
13. Developer shall construct the project in accordance with the requirements of the Woburn Wetlands Ordinance and the Massachusetts Wetlands Protection Act.
14. Developer shall install all lighting on the project site in such a way that it is directed away from neighboring residential areas.
15. Developer shall make available to the residents of each such house, reasonably in advance of any blasting activity carried out to complete its project, equipment adequate to monitor in a scientifically acceptable way the impact, if any, of such blasting activity on their house and their inhabitants. Developer shall also make equipment available for assessing any and all health risks; including air quality *and* noise levels.
16. Developer, prior to the commencement of any construction or blasting undertaken in connection with the project, shall provide the Board with satisfactory evidence of general liability insurance coverage, including coverage for damage caused by blasting, in such amounts and to such extent that persons (abutting properties *and* neighborhood residents) are adequately protected against loss due to any such construction or blasting.
17. Developer shall provide trash receptacles, compactors, and/or dumpsters on the project site in accordance with Board of Health regulations and directives from the Board of Health, and shall appropriately screen all compactors and/or dumpsters on site to hide them and their contents from view to the greatest extent practicable. The location of dumpsters and compactors shall be shown on the revised plans to be submitted by Developer and shall be located so as to minimize conflict with site traffic circulation.
18. Developer shall comply with all off-site traffic improvements and requirements that are imposed by MassHighway and/or required for Developer to successfully complete the MEPA approval process.
19. Developer shall comply with all recommendations of the peer review consultant(s) in pending (and future) reports, concerning:
 - a. Traffic flow analysis (impedance to traffic at peak and non-peak times);
 - b. Hydrological studies;
 - c. Hydraulic studies (especially for fire flow and water supply impact);
 - d. Archaeological studies;
 - e. Environmental studies (including health risk assessments of citizens with health conditions).
20. In order to ensure that there is no way of distinguishing an affordable unit from a market-rate unit, there shall be no material distinction between affordable units and market-rate units in overall

appearance (exterior and interior), construction materials used, workmanship, amenities, features, and number of styles of units.

21. Affordable units shall be disbursed throughout the development and constructed on a schedule of one affordable unit for each three market-rate units that are constructed.

22. The Woburn Housing Authority shall be designated the monitoring agent/agency for purposes of the Regulatory Agreement to be executed By Developer, to ensure that the terms and conditions of this Comprehensive Permit regarding the affordable units are satisfied, and for all other purposes as may be required in order for the project to continue to qualify as low and moderate income housing within the meaning of M.G.L. c. 40B, §§20-23.

23. The City of Woburn shall be included as a party to the Regulatory Agreement to be executed by Developer.

24. Developer shall comply with all financial reporting and certification requirements of the Regulatory Agreement, including, promptly upon completion of project construction in any one calendar year, the preparation of a detailed itemization of the costs of project construction during that year which shall be certified by a certified public accountant and promptly provided to the Board.

25. Developer shall promptly remit (within seven business days of request) to the City of Woburn, on a calendar year basis, all profit earned in excess of 10% of equity during the year, which excess profit the City of Woburn shall use to construct, rehabilitate, repair, or maintain low and moderate income housing.

26. Developer shall install fire hydrants along all interior roads on site, including those areas along forested open spaces, no greater than 300 feet apart, and at all other locations such that no side of an apartment building is more than 100 feet from a fire hydrant.

27. Developer shall provide adequate and environmentally safe areas for onsite snow storage, which areas shall not include any parking space if that space is required to meet the condition of two (2) parking spaces per unit. In the event onsite snow storage capacity is insufficient to store snow accumulation, Developer shall properly dispose of the snow offsite.

28. Developer shall install sidewalks on both sides of Main street from the Wilmington town line to School street intersection.

29. Developer shall provide a bus terminal turnaround for school children and users of public transportation. Pickup of school children in the apartment complex shall be done in accordance with the policies and procedures of the Woburn School Department.

30. In the event Developer or any successor owner of the project, or successor owner of any of the affordable units, wishes to sell or otherwise convey its interest in an affordable unit, it shall first notify the Board and enter into good faith negotiations with the Woburn Housing Authority for conveyance of the unit to the Authority or any other public agency, non-profit corporation, or limited dividend organization under reasonable terms and conditions.

31. Deed riders and a regulatory agreement modeled after documents from the Department of Housing and Community Development's Limited Initiative Partnership program shall be executed by Developer and Bank. In addition, long-term monitoring for the affordable units will be provided in a monitoring services agreement between Developer and the Woburn Housing Authority.

32. Full compilation and certification of total development costs (net of related-party expenses) and total revenues, on a federal income tax basis, shall be prepared and certified by a certified public accountant acceptable to the Board and its attorney. After project construction an annual report shall be prepared in like manner, showing computation of the profit limitation and annual expenses.

33. Tenant selection for the affordable units, to the extent legally permissible, shall provide preference for persons with ties to Woburn, defined as present or former residents of Woburn, relatives of children in the Woburn schools, or employees of businesses or of other establishments in Woburn, and if there are no candidates with such ties to Woburn who desire to rent an affordable unit, then tenant selection shall be among those individuals who qualify under guidelines implemented by the Woburn Housing Authority.

34. The City of Woburn, its monitoring agent or citizens shall have the right to review all leases for affordable units to the extent reasonably necessary to assure compliance with the terms and conditions of this Comprehensive Permit and the Regulatory Agreement.

35. For the safety of residents, Developer shall provide monitoring wells, during construction and in the future, to verify the absence of contamination to Woburn's ground water.

36. Developer shall provide a \$5,000,000 bond for insurance to the city and people of Woburn to mitigate any unforeseen damage to the City's infrastructure or private properties to cover the costs of damage associated with pre-construction; construction and post-construction activities. The post-construction period is defined as a *five-year term* that concludes five years after *all* construction on all units and its legal property, within all defined boundaries, is completed.

May 22, 2012

Zoning Board of Appeals,

We *do not* support the proposed development at 1042 Main Street. In the meantime, we support the following conditions and formally request their inclusion into the 40B review process and into the meeting minutes for May 23, 2012.

Respectfully,

Signature

Name(s) and address(es) of household
