



Received by Town Clerk
10/01/2021 09:17AM

ELM PLACE

Supplement to Application for Comprehensive Permit Under M.G.L. Chapter 40B

Sponsor:

Swampscott Housing Limited Partnership
One Washington Mall, Suite 500
Boston, MA 02108

Developer:

WinnDevelopment Company Limited Partnership
One Washington Mall, Suite 500
Boston, MA 02108

Originally Submitted: January 2021
Supplemented: September 2021

Town of Swampscott, Massachusetts
ZONING BOARD OF APPEALS

Premises affected:

Certain parcels of land situated in the Town of Swampscott, Massachusetts and numbered as 129 Essex Street, 25 Pitman Road, 35 Pitman Road, a portion of 21 Elm Place and 27 Elm Place (also known as 0 Essex St.) and shown on the Town of Swampscott Assessor's Map as Parcels 6-195, 6-243, 6-199, 6-118 and 12-104-0. The premises are more particularly described in the documents, plans, exhibits and other materials included in this application.

APPLICATION FOR A COMPREHENSIVE PERMIT
UNDER GENERAL LAWS CHAPTER 40B, Section 20-23
FOR ELM PLACE PROJECT

Swampscott Housing Limited Partnership hereby submits to the Zoning Board of Appeals of the Town of Swampscott, Massachusetts, pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 through 23, as amended ("*Chapter 40B*"), these supplemental materials in connection with the proposed project for issuance of a Comprehensive Permit authorizing the applicant to construct on the above-referenced premises a 120-unit rental housing community for mixed-income residents to be called "Elm Place".

The Elm Place 40B Project locus is comprised of four existing parcels at 25 Pittman Road, 35 Pitman Road, 129 Essex Street, and 21 Elm Place which will be reconfigured to: 1) create the new 40B Project locus; and 2) reconfigured to create a new and separate lot for a portion of 21 Elm Place (where the Burke's Tumbling Gym building and additional parking are located).¹ The reconfiguration is shown on the plan filed with these supplemental materials entitled "Plan of Land Comprehensive Permit Preliminary Site Plan 1 Elm Place, Swampscott, MA 01907" dated September 20, 2021 prepared by Hancock Associates. The 40B Project locus will be controlled by the Applicant under a ground lease with the present owners, who have joined in this Application to the extent required to authorize and join in the requested approval of the above-described reconfiguration and the requested zoning relief to allow the existing uses and buildings at 21 Elm Place to continue.

This supplemental information, the documents, plans, exhibits, along with the Application and related materials previously filed with the Board, all of which are incorporated herein by reference, contain a complete description of the applicant and the proposed development required to be submitted to the Zoning Board of Appeals pursuant to: (a) Chapter 40B; and (b) the rules, regulations and guidelines adopted by the Commonwealth of Massachusetts Department of Housing and Community Development with respect to Comprehensive Permits under Chapter 40B, including but not limited to the regulations set forth at 760 C.M.R. 56.00.

¹ The 40B Project locus also includes a portion of the lot to the west of locus, know as 27 Elm Place (also known as 0 Essex Street) which will be used for 40B Project parking; said lot is separated from locus by Elm Place.

ELM PLACE
Comprehensive Permit
Application Package

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Signed Application

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 - a. Zoning Tabulation
 - b. Requested Waivers
 - c. Parking Tabulation
 - d. Hydrant Flow Tests
 - e. Fire Department Access
3. Project Plans
 - e. Preliminary Plan Set includes: Site Plan Layout, Subdivision Plan, Topo and Drainage Plan, Utility Plan, Landscaping Plan, Demolition Description and Plan, Photometric Plan, Architectural Drawings
 - a. *11" x 17" Bound Separately (11 copies)*
 - b. *24" x 36" Bound Separately (2 copies)*
4. Project Eligibility Letter from DHCD
5. Report on Existing Conditions & Developmental Impact
6. Certificate of Limited Partnership of Swampscott Housing Limited Partnership
7. Evidence of Site Control
8. Copy of Original Filing Fee & Advertising Fee
9. Stormwater Report January 2021 *one copy of full report bound separately*
10. Transportation Impact Assessment January 2021 *one copy of full report bound separately*



APPLICATION DATE	DECISION DATE
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Town Clerk Stamp Use Only

TOWN OF SWAMPSCOTT APPLICATION FOR ZONING RELIEF AND INSPECTOR OF BUILDING APPEALS

September 21, 2021 **\$6,850.00** **21-01**
 Date: _____ Fee: \$ _____ Petition #: _____
Original submission January 2021 Application fee submitted in January 2021

TYPE OF RELIEF SOUGHT

- Use Special Permit (Section 2.2.0.0.)
- Dimensional Special Permit (Section 2.3.6.0.)
- Special Permit (Section 2.2.7.0. – Nonconforming Uses and/or Structures)
- Special Permit (Section 3.1.1.3. – Parking and Loading Requirement Reduction)
- Special Permit (Section 3.2.0.0. – Signs)
- Special Permit (Section 3.3.4.0. – General Landscaping and Screening Requirement Waiver)
- Special Permit (Section 3.6.3.0. – Assisted and Independent Living Facilities)
- Special Permit (Section 4.1.7.0. – Uses in Flood Plain/Wetland Protection Overlay District)
- Special Permit (Section 4.2.8.0. – Variation of Flood Plain/Wetland Protection Overlay District Reqs)
- Special Permit (Section 4.3.4.0. – Wireless Communication Facility)
- Special Permit (Section 4.7.3.0. – Humphrey St Site Plan Special Permit – HS SI-P)
- Special Permit (Section 4.7.3.0. – Humphrey St Special Permit - HSSP)
- Special Permit (Section 5.4.0.0. – Site Plan)
- Dimensional Variance (Section 5.5.0.0.)
- Appeal of Determination of Inspector of Buildings
- Comprehensive Permit (M.G.L Chp. 40B) [Supplement to Application](#)

BOARD

- Planning Board (in cases of an HS SI-P or when only a Site Plan Special Permit is required)
- Zoning Board of Appeals (in all other cases)

LOCATION OF PROPERTY

129 Essex, 25 & 35 Pitman, & part of 21 Elm Place
and 27 Elm Place

6-118,6-195,6-199,6-243, and 12-104-0

Street No. and Name

Parcels

Zoning District: _____
 Present Use: _____
 Petitioner: _____
 Address: _____
 Telephone: _____
 Email: _____

Overlay District: _____
 Proposed Use: _____
 Owner: _____
 Address: _____
 Telephone: _____
 Email: _____

Description of project and relief being sought (use additional sheets as needed):

<u>Dimensional Requirements</u>	<u>Required</u>	<u>Existing</u>	<u>Proposed</u>
Max. Lot Coverage:	_____	_____	_____
Min. Open Space:	_____	_____	_____
Lot Area:	_____	_____	_____
Frontage:	_____	_____	_____
Front Yd. Setback:	_____	_____	_____
Side Yd. Setback:	_____	_____	_____
Rear Yd. Setback:	_____	_____	_____
Gross Floor Area:	_____	_____	_____
Building Height/# of Stories	_____	_____	_____

The undersigned hereby requests a hearing before the Special Permit Granting Authority, with this application and supporting documentation and certifies that this submittal is authorized by the owner of record and truly indicates the owner's intentions regarding the proposed project.



 Authorized Agent
 Swampscott Housing Limited Partnership
 By: Swampscott Housing GP LLC, its General Partner
 By: Swampscott Housing MM LLC, its Managing Member
 By: WDP Manager Corp, its Manager
 By: Gilbert J. Winn, President



 _ Owner of Record -
 Bruce Paradise, Bruce as
 Trustee of the Rear 21 Elm
 Place Realty Trust
 By: Bruce Paradise



 Oceanvilla LLC
 By: Barry Turkani

 Date 5

 Inspector of Buildings

September 14th, 2021

Zoning Board of Appeals
Mr. Marc Kornitsky
Town of Swampscott
22 Monument Avenue
Swampscott, MA 01907

RE: Elm Place – 129 Essex Street, 25 & 35 Pitman Road, and 21 Elm Place
Comprehensive Permit Application

Dear Chairman Kornitsky and Members of the Zoning Board of Appeals:


Swampscott Housing Limited Partnership as project sponsor, on behalf of Bruce Paradise, Barry Turkanis, and development entity WinnDevelopment is pleased to submit the enclosed Supplement to Application for Comprehensive Permit to the Zoning Board of Appeals (ZBA).

We have met with numerous Town staff, Department Heads and other public officials, appeared before multiple town boards/bodies at regularly scheduled public meetings, convened virtual and in person community meetings, and conversed with neighbors via their preferred means (in person, via phone, and via Zoom). The feedback from each of these conversations has been taken into account by the development team to inform the Elm Place project that is being presented to you today in these supplemental materials. We continue to believe that this project will create much needed mixed income housing including half of its units reserved for the so called ‘forgotten middle’ and market rate earners. We look forward to continuing the spirit of collaboration with both the Town leadership and the community at large during the permitting process.


We look forward to continuing to work with the Board to review the enclosed proposal at an upcoming Zoning Board of Appeals meeting. Please feel free to contact me or our Executive Vice President of Development, Adam Stein, by phone at (617) 742-4500 or by email at astein@winnco.com regarding our proposal.

Thank you very much for your consideration.

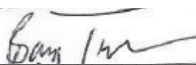
Best regards,



Gilbert J. Winn
CEO, WinnCompanies



Bruce Paradise



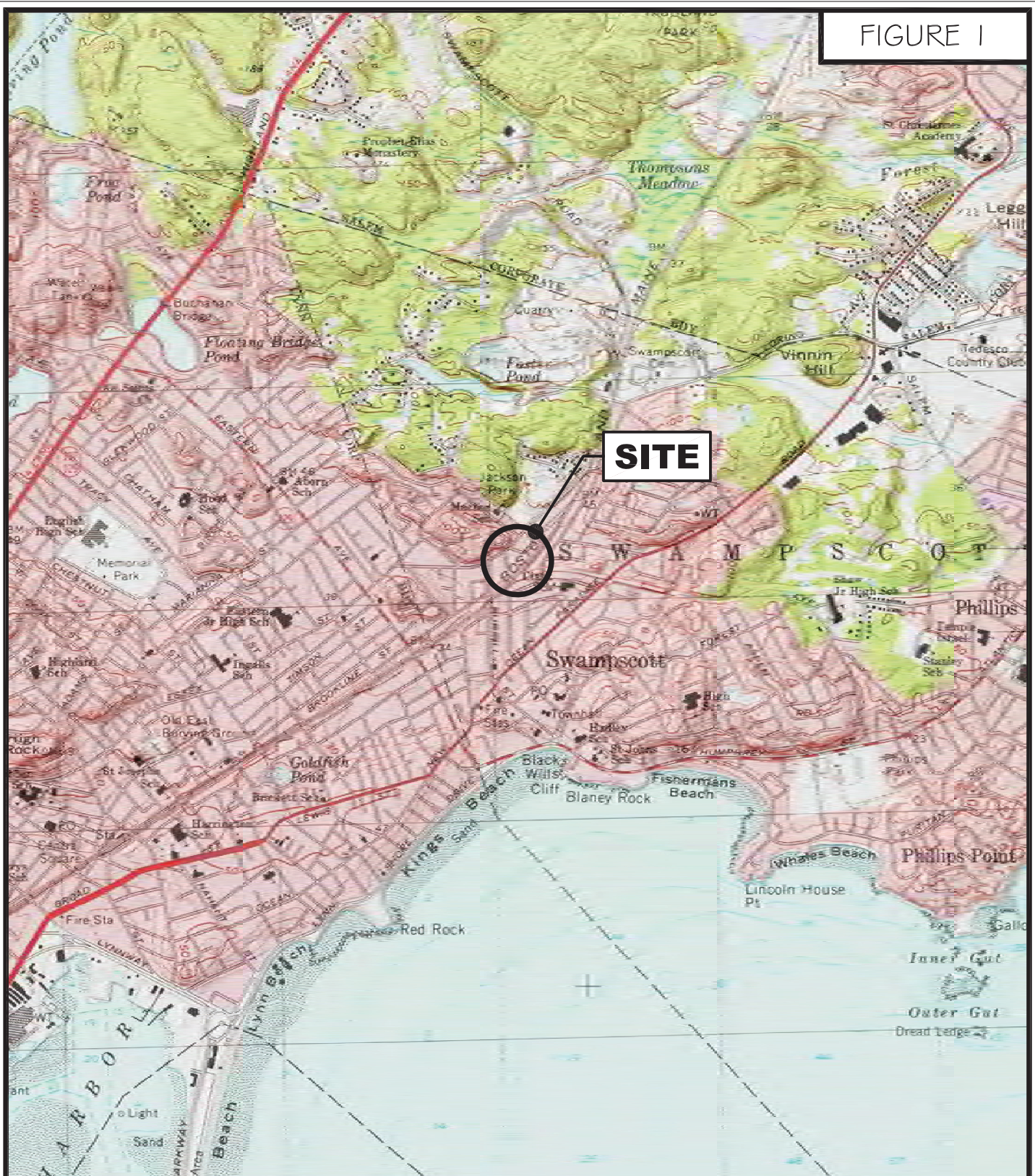
Barry Turkanis



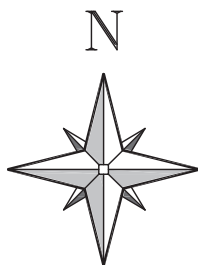
SECTION 1 Project Summary

- a. Locus Map
- b. Project Renderings and details
- c. Anticipated Unit Mix and Affordability
- d. Project Timeline and Cost Statement

FIGURE I



Geotechnical and
Geoenvironmental Engineers
2269 Massachusetts Avenue
Cambridge, MA 02140
617/868-1420
617/868-1423 (Fax)
www.mcphailgeo.com



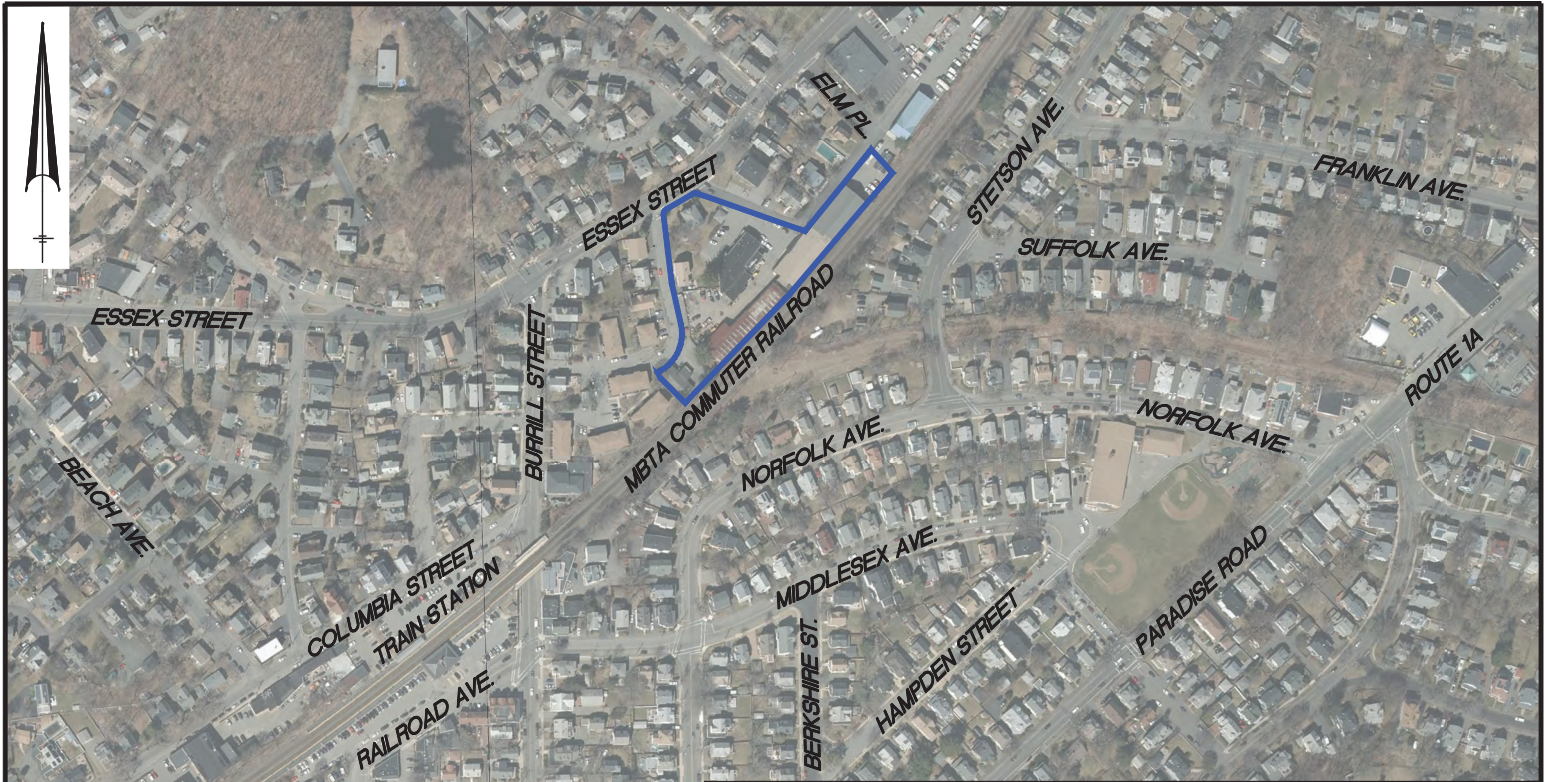
SCALE 1:25,000

PROJECT LOCATION PLAN

ELM PLACE

SWAMPSCOTT

MASSACHUSETTS



NOTES:
 1.) THE INTENT OF THIS PLAN IS TO SHOW THE PROJECT LOCATION IN RELATION TO THE SWAMPSCOTT TRAIN STATION.
 2.) PROPERTY LINE AND TOPOGRAPHY SHOWN HEREON IS A COMBINATION OF AN EXISTING CONDITIONS PLAN PREPARED BY HANCOCK ASSOCIATES AND MASSGIS ONLINE DATA.

AERIAL PRESENTATION PLAN
 1 ELM PLACE
 SWAMPSCOTT, MA

HANCOCK ASSOCIATES 185 CENTRE STREET, DANVERS, MA. 01923
 VOICE (978) 777-3050, FAX (978) 774-7816

DATE: 12/09/20	SHEET 1 OF 1
LAYOUT: Aerial	
DESIGN: DLC	JOB NO.
DRAWN: RCT	23892
SCALE: 1" = 200'	
DWG: 23892-ENG-render.dwg	

U:\s2_v01\Civil 3D Projects\23892-Swampscott\DWG\Rendering\23892-ENG-render.dwg Dec 14, 2020



Elm Place
Swampscott, MA | March 16, 2021 | 19171 | © The Architectural Team, Inc.

View from Essex Street





Elm Place

Swampscott, MA | March 16, 2021 | 19171 | © The Architectural Team, Inc.

View from Essex Street





Elm Place
Swampscott, MA | March 19, 2021 | 19171 | © The Architectural Team, Inc.

View from Pitman Road

 WinnCompanies 

Elm Place Project Anticipated Unit Mix and Affordability

The Elm Place project will be a mixed-income rental property, with units available for households experiencing a range of incomes, from very low incomes to incomes that can pay market rents. The proposed Unit Mix breakdown, as currently underwritten and applied to DHCD funding for, is below.

Unit Mix	0 Bed	1 Bed	2 Bed	3 Bed	Total
Market Rents	3	25	7	4	39
Workforce/Middle-Income ranging from 80-120%	2	21	5	2	30
LIHTC 60% Rents	1	24	7	4	36
LIHTC 30% Rents	1	3	2	1	7
DHCD PBV @ 110% FMR	0	4	3	1	8
Total	7	77	24	12	120

The sources of funding being applied for to support the creation of these affordable units have varying terms of restrictions associated with them. Below are the affordability levels, terms of restriction, and number of units in respect to the various funding programs applied for to support the Elm Place project.

Funding Source	# Units	Affordability Restriction	Term of Restriction
Federal & State Low-Income Housing Tax Credits	51	60% AMI and below	45 Years
DHCD Affordable Housing Trust Fund (AHT)	81	110% AMI and below	45 years
Swampscott Affordable Housing Trust (AHT)	81	120% AMI and below	Not stated
MassHousing Workforce Funds	30	60% to 120% AMI	45 years

Anticipated funding sources also include DHCD Commercial Area Transit Node Housing Program (CATNHP), HOME funds from the North Shore HOME Consortium, the Swampscott Affordable Housing Trust and DHCD Housing Stabilization Fund. The units supported by these sources of funding would also be supported by Low Income Housing Tax Credits, and thus held to those restrictions.

To maintain compliance with the 40B program, a minimum of 25% of the affordable units will be restricted at or below 80% AMI as affordable for the term required under Ch. 40B.

The 39 Market Rate units will have no associated income or rent affordability restrictions.

Adjustments Through Community Engagement Process

Item	January 2021 Application	Proposed Adjustments
Height	60' from Street Level (Essex and Pitman)	45' from Street Level (Essex and Pitman)
Stories	5 Stories	2 Stories (Essex), 4-5 Stories (Pitman), 5 Stories (Tracks)
Density	128 Units	120 Units
Parking	108 (.84 Ratio)	130 (1.08 ratio)
Architectural Style	Modern	New England Coastal

**Elm Place, Swampscott
Timeline of Key Events and Cost Statement**

Public Meeting #1 - Swampscott AHT via Zoom	October 15, 2020
Public Meeting #2 - Swampscott AHT via Zoom	October 26, 2020
Public Meeting #3 - Swampscott For All Ages Committee via Zoom	November 19, 2020
Public Meeting #4 - Swampscott ZBA via Zoom	December 16, 2020
Public Meeting #5 - In-Person Office Hours at Paradise Construction	January 4, 2021
Public Meeting #6 - In-Person Office Hours at Paradise Construction	January 5, 2021
Public Meeting #7 - In-Person Office Hours at Paradise Construction	January 6, 2021
Public Meeting #8 - In-Person Office Hours at Paradise Construction	January 7, 2021
Public Meeting #9 - In-Person Office Hours at Paradise Construction	January 8, 2021
Public Meeting #10 - Swampscott Planning Board via Zoom	January 11, 2021
Public Meeting #11 - Swampscott Unites Respects Embraces (S.U.R.E.) via Zoom	January 14, 2021
Public Meeting #12 - Community-wide Meeting Hosted by the Office of Comm Dev. via Zoom	January 21, 2021
Receipt of DHCD Determination of Project Eligibility (PEL)	March 23, 2021
ZBA Filing: Request for Continuance to May 25, 2021	April 9, 2021
ZBA Filing: Request for Continuance to June 22, 2021	May 8, 2021
Public Meeting #13 - Town Meeting via Zoom	June 10, 2021
Public Meeting #14 - Town Meeting via Zoom	July 13, 2021
ZBA Filing: Request for Continuance to Sept. 21, 2021	July 16, 2021
Meeting with Town Department Heads (Fire, Plumbing, Electric, Building Inspector)	Aug. 4, 2021
Meeting with Town and Housing Authority to discuss emergency fire access and rail trail	Aug. 19, 2021
ZBA Meeting will open item for Elm Place solely to officially bring on consultants for Peer Review	Sept. 21, 2021
Planning Board Meeting	Oct. 18, 2021
Planning Board Meeting (if needed)	Nov. 8, 2021
ZBA 40B Comp Permit App Hearing #1	Nov. 30, 2021
Submit Pre-Application to DHCD	Nov. 2021 (est.)
Submit DHCD Funding Application	TBD - Est. Jan. 2022
DHCD Financing: Receipt of Award Notification	August 2022
Full Financial Closing / Construction Start	December 2022
25% Construction Completion	May 2023
50% Construction Completion	October 2023
75% Construction Completion	February 2024
100% Construction Completion / Commence Lease-up	June 2024
Stabilized Occupancy	December 2024

SECTION 2 Town of Swampscott Application for Zoning Relief

- a. Zoning Tabulation
- b. Requested Waivers
- c. Parking Tabulation
- d. Hydrant Flow Tests
- e. Fire Department Access

ZONING TABULATION

CURRENT ZONING BY-LAW: ADOPTED MAY 2, 2000, UPDATED THROUGH MAY 21, 2019
 CURRENT ZONING MAP: SEPTEMBER 19, 2018
 ZONING CLASSIFICATION: BUSINESS B-2 DISTRICT AND RESIDENCE A-4 DISTRICT
 OVERLAY DISTRICTS: NONE
 PROPOSED USE: AFFORDABLE MULTI-FAMILY HOUSING PER CHAPTER 40-B (MULTI-FAMILY HOUSING OVER 8 UNITS IS ALLOWED BY SPECIAL PERMIT FROM ZONING BOARD OF APPEALS IN B-3 DISTRICT, AND NOT ALLOWED IN A-4 DISTRICT)
 LOT 1 AREA: 60,971 SF
 REQUIRED PERMITS: COMPREHENSIVE PERMIT, DEMOLITION PERMIT, GAS PERMIT, ELECTRIC PERMIT, PLUMBING PERMIT, NPDES GEN. CONSTRUCTION.

DIMENSIONAL REQUIREMENTS

ITEM (BYLAW REFERENCE)	REQUIRED BUSINESS B-2	REQUIRED RESIDENCE A-4	PROPOSED B-2	PROPOSED A-4	PROP. OVERALL
MINIMUM LOT AREA (§2.3.2.0)	10,000 S.F.	10,000 S.F.	41,172 S.F.	19,799 S.F.	60,971 S.F.
MINIMUM FRONTAGE (§2.3.2.0)	80 FEET	80 FEET	19.3 FT	287 FT	480 FT
MINIMUM FRONT YARD SETBACK (§2.3.2.0)	NONE	20 FEET	*SEE NOTE	*SEE NOTE	*SEE NOTE
MINIMUM SIDE YARD SETBACK (§2.3.2.0)	NONE	7.5 FEET	8.6 FT	N/A	8.6 FT
MINIMUM REAR YARD SETBACK (§2.3.2.0)	10 FEET	20 FEET	10.0 FT	9.5 FT	10.0 FT
MINIMUM OPEN SPACE (§2.3.2.0)	15%	25.0%	17%	14%	16%
MAXIMUM BUILDING HEIGHT	40 FEET	2.5 STY/ 35 FEET	4 STORY W/ GARAGE	3 AND 5 STY	5 STORY/ 60 FT MAXIMUM
MAXIMUM BUILDING COVERAGE	30% FOR DWELLINGS	30%	56%	58%	57%

NOTE: MINIMUM FRONT SETBACK TO FACE OF BUILDING IS 13.1', FROM EDGE OF OVERHANG IS 3.6', AND FROM THE OVERHANG SUPPORT COLUMN IS 5.9'.

REQUIRED WAIVERS

WAIVERS REQUIRED FOR WORK IN RESIDENTIAL A-4 DISTRICT

1. WAIVER TO ZONING BYLAW §2.2.0.0
REQUIREMENT: MULTIFAMILY DWELLINGS WITH MORE THAN 8 UNITS NOT ALLOWED IN A-4 ZONE.
PROPOSED: ALLOW MULTIFAMILY DWELLING WITH MORE THAN 8 UNITS IN A-4 ZONE UNDER COMPREHENSIVE PERMIT.
2. WAIVER TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MINIMUM FRONT YARD SETBACK OF 20 FEET.
PROPOSED: MINIMUM FRONT YARD SETBACK OF 13.1 FEET TO FACE OF BUILDING, 3.6 FEET FROM EDGE OF OVERHANG, AND 5.9' TO EDGE OF OVERHANG SUPPORT COLUMN.
3. WAIVER TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MINIMUM REAR YARD SETBACK OF 20 FEET.
PROPOSED: MINIMUM FRONT YARD SETBACK OF 9.5 FEET.
4. WAIVER TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MAXIMUM BUILDING COVER IS 30% FOR DWELLINGS.
PROPOSED: MAXIMUM BUILDING COVER OF 56%.
5. WAIVER TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MAXIMUM BUILDING HEIGHT OF 2.5 STORIES OR 35 FEET.
PROPOSED: MAXIMUM BUILDING HEIGHT OF 60 FEET.
6. WAIVER REQUEST TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MINIMUM OPEN SPACE IS 25%.
PROPOSED: MINIMUM OPEN SPACE OF 14%

WAIVERS REQUIRED FOR WORK IN BUSINESS B-2 DISTRICT

2. WAIVER TO ZONING BYLAW §2.2.0.0
REQUIREMENT: MULTIFAMILY DWELLINGS WITH MORE THAN 8 UNITS ALLOWED BY SPECIAL PERMIT FROM BOARD OF APPEALS.
PROPOSED: ALLOW MULTIFAMILY DWELLING WITH MORE THAN 8 UNITS IN B-2 DISTRICT UNDER COMPREHENSIVE PERMIT.
3. WAIVER TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MAXIMUM BUILDING HEIGHT OF 40 FEET.
PROPOSED: MAXIMUM BUILDING HEIGHT OF 60 FEET.
4. WAIVER TO ZONING BYLAW §2.3.2.0:
REQUIREMENT: MAXIMUM BUILDING COVER IS 30%.
PROPOSED: MAXIMUM BUILDING COVER OF 58%.
5. WAIVER REQUEST TO ZONING BYLAW §2.3.8.6:
REQUIREMENT: MINIMUM SIDE SETBACK 30 FEET WHERE B-2 ABUTS RESIDENTIAL DISTRICT.
PROPOSED: NO SETBACK.
6. WAIVER REQUEST TO ZONING BYLAW §2.3.8.7:
REQUIREMENT: MINIMUM REAR SETBACK 30 FEET WHERE B-2 ABUTS RESIDENTIAL DISTRICT.
PROPOSED: NO SETBACK.

GENERAL WAIVERS REQUIRED

1. WAIVER TO ZONING BYLAW §3.1.2.0:
REQUIREMENT: 1.5 PARKING SPACES REQUIRED PER RESIDENTIAL UNIT.
PROPOSED: 130 SPACES (1.08 SPACES PER UNIT)
2. WAIVER TO ZONING BYLAW §3.1.2.3
REQUIREMENT: DISTANCE FROM PROPOSED USE TO PARKING WITHIN NEARBY LOT SHALL NOT EXCEED 200 FEET.
PROPOSED: PROPOSED DISTANCE FROM FURTHEST PARKING SPACE WITHIN EASEMENT AT 27 ELM PLACE TO CLOSEST ENTRANCE OF PROPOSED BUILDING IS 690 FEET.
3. WAIVER TO ZONING BYLAW §3.1.3.0
REQUIREMENT: MINIMUM PARKING SPACE SIZE SHALL BE 9'X18'
PROPOSED: ALLOW 8' WIDE BY 22' LONG PARALLEL PARKING SPACES.
4. WAIVER TO ZONING BYLAW §3.1.5.5
REQUIREMENT: OPEN PARKING WITH SIX OR MORE SPACES SHALL BE SET BACK 20 FEET FROM ALL LOT LINES.
PROPOSED: NO SETBACK, PARKING ADJACENT TO STREET.
5. WAIVER TO ZONING BYLAW §3.3.1.2
REQUIREMENT: INTERIOR PLANTING AREAS SHALL HAVE NO DIMENSION LESS THAN 5 FEET.
PROPOSED: MINIMUM DIMENSION IN PLANTING/LANDSCAPED AREAS OF 0.5 FEET.
6. WAIVER TO ZONING BYLAW §3.3.2.1
REQUIREMENT: OFF STREET PARKING CONTAINING MORE THAN SIX SPACES SHALL BE SCREENED BY A STRIP OF AT LEAST 5 FEET WIDE OF SCREENING.
PROPOSED: NO SCREENING, PARKING ADJACENT TO SIDEWALK/ROADWAY.
7. WAIVER TO ZONING BYLAW (GENERAL)
PROPOSED: WAIVER OF ANY PROVISIONS OF THE ZONING BY-LAW WHICH THE ZONING BOARD OF APPEALS DEEM NECESSARY FOR THE ISSUANCE OF A COMPREHENSIVE PERMIT TO THE APPLICANT BASED UPON THE PETITION AND PLANS SUBMITTED AND NOT SPECIFICALLY LISTED HEREIN ABOVE.

PARKING TABULATION

PARKING CLASSIFICATION: MULTI-FAMILY DWELLING CONTAINING MORE THAN 8 UNITS (A-MF)		
PARKING REQUIREMENTS		
ITEM (BYLAW REFERENCE)	REQUIREMENT	PROPOSED
MINIMUM PARKING SPACES (§3.1.2.0)	1.5 SPACES PER RESIDENTIAL UNIT. FOR 120 UNITS: $(1.5) \times (120) = 180$ SPACES	130 SPACES
MINIMUM PARKING SPACES SIZE (§3.1.3.0)	9' BY 18' MIN.	9' BY 18' MIN.
COMPACT PARKING SPACES (§3.1.3.0)	25% OF SPACES MAY BE REDUCED TO 8.5' BY 18 $(0.25) \times (130) = 32$ ALLOWED	23 SPACES
MINIMUM MANEUVERING LANE SIZE (§3.1.4.1)	24' TWO WAY 20' ONE WAY	24' WIDE
SNOW STORAGE (§3.1.5.1)	STRIP OF LAND 6' WIDE ON TWO SIDES OR DESIGNATED AREA	DESIGNATED AREA
PARKING SETBACK (§3.1.5.5)	20' FROM ALL LOT LINES	0' SETBACK FROM ELM PLACE
INTERIOR LANDSCAPING (§3.3.1.1)	INTERIOR LANDSCAPING AREA MUST MAKE UP 5% OF PARKING LOT	8%±
INTERIOR LANDSCAPED AREA (§3.3.1.2)	MINIMUM 25 S.F. AREA WITH NO DIMENSION LESS THAN 5'	MINIMUM 30 S.F. AREA WITH MINIMUM 0.5' MIN. DIMENSION (NOT INCL. CURB)
LANDSCAPED AREA TREES (§3.3.1.3)	MINIMUM ONE TREE PER LANDSCAPED AREA	TREE LAYOUT PER LANDSCAPE PLAN
TOTAL TREES (§3.3.1.3)	MINIMUM 2 TREES PER 10 NEW PARKING SPACES: 26 TREES REQUIRED	27 TREES
SCREENING (§3.3.2.1)	MINIMUM 5' WIDTH DENSELY PLANTED WITH TREE/SHRUBS	NO SCREENING ALONG ELM PLACE

**Elm Place Project
Hydrant Flow Test**

Project: 23892

Address: Elm place and Pitman Rd.

Date: 10/27/20

Time: 12:45

Temp: 65 DEG. F

Weather: Overcast

Present:

HSA: Jacob Lemieux (Flow Hydrant), Mike Appleyard (Static Hydrant)

DPW: Kelly Stevens, Assistant Town Engineer (Witness)

Readings:

Static Hydrant Readings:

Before test = 79 PSI

During test = 76 PSI

After test = 79 PSI

Flow Hydrant Readings:

Before test = 80 PSI

Flow Pressure = 25 PSI

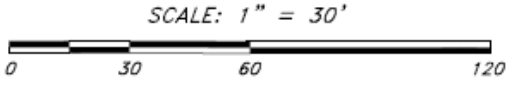
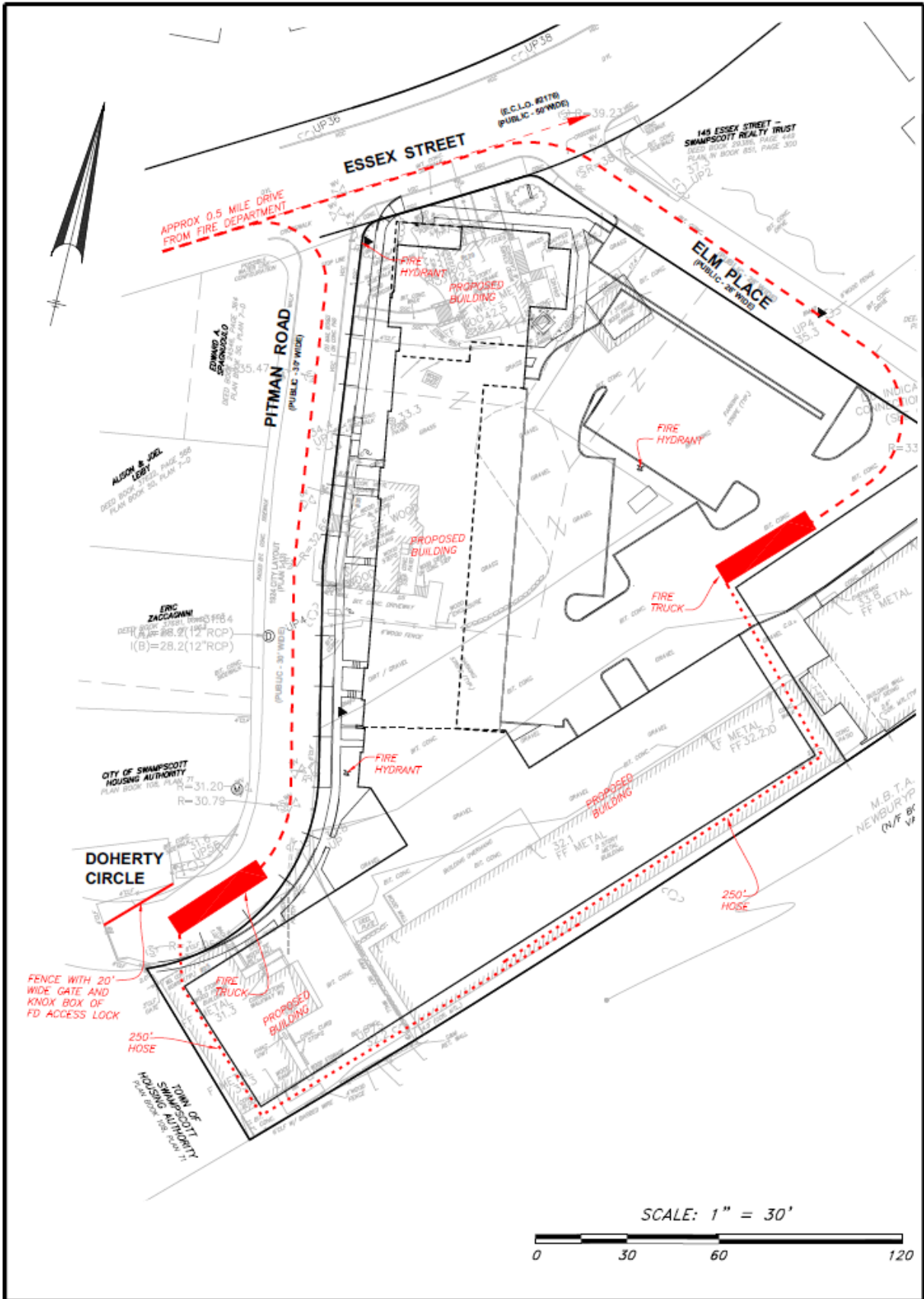
After Test = 80 PSI

Flow Calculations:

Flow hydrant discharge rate = $(29.83)(0.9)(2.5)^2 (25)^{0.5} = 839.0 \text{ GPM}$

Total available fire flow at 20 PSI = $(839.0)\left(\frac{P_s - P_f}{P_s - P_t}\right)^{0.54} = (839.0)\left(\frac{80 - 20}{80 - 76}\right)^{0.54} = (839)(4.31)$

= 3,616 GPM available



HANCOCK ASSOCIATES

185 CENTRE STREET, DANVERS, MA. 01923
 VOICE (978) 777-3050, FAX (978) 774-7816

FIRE DEPARTMENT ACCESS EXHIBIT PLAN OF LAND IN SWAMPSCOTT, MA

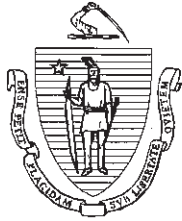
1 ELM PLACE, SWAMPSCOTT, MA. 01907

DATE: 9/13/21	SHEET 1 OF 1
LAYOUT: FDA	JOB NO. 23892
DRAWN: JTL	
CHECKED: DLC	
APPROVED: JP	
DWG: 23892-ENG_1-14232-7819	

SECTION 3 Project Plans

- e. Preliminary Plan Set includes: Site Plan Layout, Subdivision Plan, Topo and Drainage Plan, Utility Plan, Landscaping Plan, Demolition Description and Plan, Photometric Plan, Architectural Drawings
 - a. *11" x 17" Bound Separately (11 copies)*
 - b. *24" x 36" Bound Separately (2 copies)*

SECTION 4 Project Eligibility Letter from DHCD



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

March 23, 2021

Swampscott Housing Limited Partnership
c/o WinnDevelopment
One Washington Street, Suite 500
Boston, Massachusetts 02108

Re: Elm Place, Swampscott, MA – Site Approval Letter

To Swampscott Housing Limited Partnership:

We are writing to inform you that your application for project eligibility determination for the proposed Elm Place project located in Swampscott, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 129 Essex Street, 25 & 35 Pitman Road, and part of 21 Elm Place in Swampscott, Massachusetts, a community with 3.7% of its housing stock listed as affordable on the state's Subsidized Housing Inventory (SHI). This approval indicates that the proposed plan is for 128 units, 65 of which will be affordable to families earning no more than 80% of area median income, of which 35 will be affordable to families earning no more than 60% of area median income. The proposed development will consist of 7 studio units, 78 one-bedroom units, 29 two-bedroom units, and 14 three-bedroom units, and the rental structure as described in the application is generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock.

This approval does not constitute a guarantee that LIHTC funds will be allocated to the Elm Place project. It does create a presumption of fundability under 760 CMR 56.04, and it allows Swampscott Housing Limited Partnership to apply to the Swampscott Zoning Board of Appeals for a comprehensive permit. If a comprehensive permit is granted, Swampscott Housing Limited Partnership may choose to submit a OneStop+ funding application to a competition hosted by this Department. At the time of application, this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements then in effect. If a OneStop+ is submitted, DHCD will perform an extensive evaluation in accordance with all stated criteria included in the LIHTC Qualified Allocation Plan in effect at the time.

As part of the current review process, DHCD has made the following findings:

- The proposed project appears generally eligible under the requirements of the LIHTC program.
- DHCD has performed an on-site inspection of the proposed Elm Place project and has determined that the proposed site is an appropriate location for multifamily rental housing.

Among the amenities near the site are the town's commuter rail station and Swampscott High School. The site is less than one mile from the Atlantic Ocean.

- The conceptual project design is generally appropriate for the site. The site is suitable for residential use. The development of non-age-restricted studios, one-, two-, and three-bedroom units on the site would address the need for affordable housing for individuals and families. As is typically true of proposed Chapter 40B projects at this stage in pre-development, the design is at a conceptual stage rather than at the more advanced design development stage. While the presumption of fundability exists under 760 CMR 56.04, it is clear that the design would benefit from further discussions between town officials and Swampscott Housing Limited Partnership. DHCD expects that such discussions will take place in timely fashion. Swampscott Housing Limited Partnership should note that all design characteristics of the project will be carefully evaluated during any future OneStop+ funding competition.
- The proposed project appears financially feasible in the context of the Swampscott housing market.
- The project appears financially feasible, based on the initial pro forma and third-party appraisal commissioned by DHCD (an "as-is" land valuation of \$2,300,000), and the project information is consistent with the requirements for cost examination and limitations on profits on the basis of estimated development and operating costs. Please note again that a OneStop+ submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.
- The ownership entity will be a single-purpose entity controlled by the Applicant subject to limited dividend requirements, and meets the general eligibility standards of the LIHTC program. The Applicant will need to demonstrate sufficient organizational capacity to successfully develop the project under the LIHTC program.
- The Applicant is the designated developer of the site and has an interest in the site sufficient to control the site as evidenced by the Land Agreement between WinnDevelopment, a related entity to the Applicant, and the current site owners.

Municipal Comments Received by DHCD

Comments on the application from the Town of Swampscott Office of the Select Board to DHCD are attached to this letter and summarized below and on the following page. DHCD also received public comments which raised concerns similar to those raised by the Select Board. The comments are summarized as follows:

- The proposed project at 70 or 80 units per acre will constitute the most dense residential project in Swampscott, and increases in density beyond the median density per acre in Swampscott have disproportionate impacts on residents and infrastructure.
- The proposed project at 5 stories and 60 feet in height will constitute the tallest residential or commercial building in Swampscott; it will loom over neighboring one- and two-story

single-family houses and two-story Swampscott Housing Authority properties, the tallest approximately 25 feet in height, which are separated from the proposed project by approximately 30 feet.

- The proposed building will be located within 10 feet of the property line adjacent to the MBTA rail tracks making it extremely difficult and dangerous for fire apparatus to access the rear portions of the proposed 60-foot tall building.
- The proposed project will provide little or no new green space or usable open space.
- The proposed project will provide only 0.85 parking spaces per residential unit, and the Transportation Impact Assessment submitted by the Applicant does not accurately capture the parking needs and traffic patterns within this neighborhood or support the conclusion that safe and efficient access can be achieved as currently designed.
- The proposed project will prevent the planned continuation of the Swampscott Rail Trail to Essex Street and Swampscott High School.
- The Swampscott Select Board is deeply concerned that the Swampscott Housing Authority property at Doherty Circle will not support any adjacent development, especially one having the mass, density and height as the proposed project, which will further diminish the quality of life of these vulnerable residents.

DHCD Recommendations to Swampscott Housing Limited Partnership

In the comprehensive permit application to the Swampscott Zoning Board of Appeals, DHCD recommends that Swampscott Housing Limited Partnership be prepared to address municipal concerns regarding the following:

- Integration of environmental resources in the project design.
- Fire department access to the project.
- Proposed resident access to onsite and street parking.
- Potential traffic impacts on area roadways, including the safety of proposed site access and egress.
- Potential impacts on pedestrian access and safety around the site.

Furthermore, as the project's site plan, architectural plans, and specifications are refined, we encourage Swampscott Housing Limited Partnership to collaborate with the Town of Swampscott to better articulate the design approach and to evaluate its potential for successfully integrating the project into the existing context.


In addition, please also note the following:

- The proposed Elm Place project will have to comply with all state requirements, as well as local requirements not specifically exempted by a comprehensive permit in accordance with 760 CMR 56.05(7). In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.
- If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of Final Approval pursuant to 760 CMR 56.04(7) and an award of LIHTC funds.
- This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD.
- When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B Regulatory Agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit Form 8609.

This letter shall expire two years from this date, on March 23, 2023, unless a comprehensive permit has been issued, or unless site approval is otherwise extended in writing by DHCD.

Please feel free to email Rebecca Frawley Wachtel or me with any questions. Our email addresses, respectively, are rebecca.frawley@mass.gov and catherine.racer@mass.gov.

Sincerely,



Catherine Racer
Director

cc: Peter A. Spellios, Chair, Swampscott Office of the Select Board

Attachment

Section 4
**REPORT ON EXISTING CONDITIONS AND DEVELOPMENT
IMPACT**

Please see the report that follows, Existing Conditions & Developmental Impact, as well as the Stormwater Report prepared by Hancock Associates and the Transportation Impact Assessment prepared by Vanasse & Associates. A copy of each of those has been provided with this submission.

Report on Existing Conditions and Development Impact

ELM PLACE
SWAMPSCOTT, MA

PROPOSED RESIDENTIAL DEVELOPMENT

August 2021

Sponsor:

Swampscott Housing Limited Partnership
One Washington Mall, Suite 500
Boston, MA 02108

Developer:

WinnDevelopment Company Limited Partnership
One Washington Mall, Suite 500
Boston, MA 02108

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1. Locus Map
2. FEMA Flood Insurance Rate Map

SWAMPSCOTT, MA

INTRODUCTION

This report has been prepared for submittal to the Swampscott Zoning Board of Appeals as part of an application by Swampscott Housing Limited Partnership for a Comprehensive Permit pursuant to Massachusetts General Law Chapter 40B, Sections 20-23, for ELM PLACE, a mixed-income housing development in Swampscott, Massachusetts (*“Application”*). The following sections will describe the existing site conditions, discuss the proposed site development, and address development impacts.

EXISTING SITE CONDITIONS

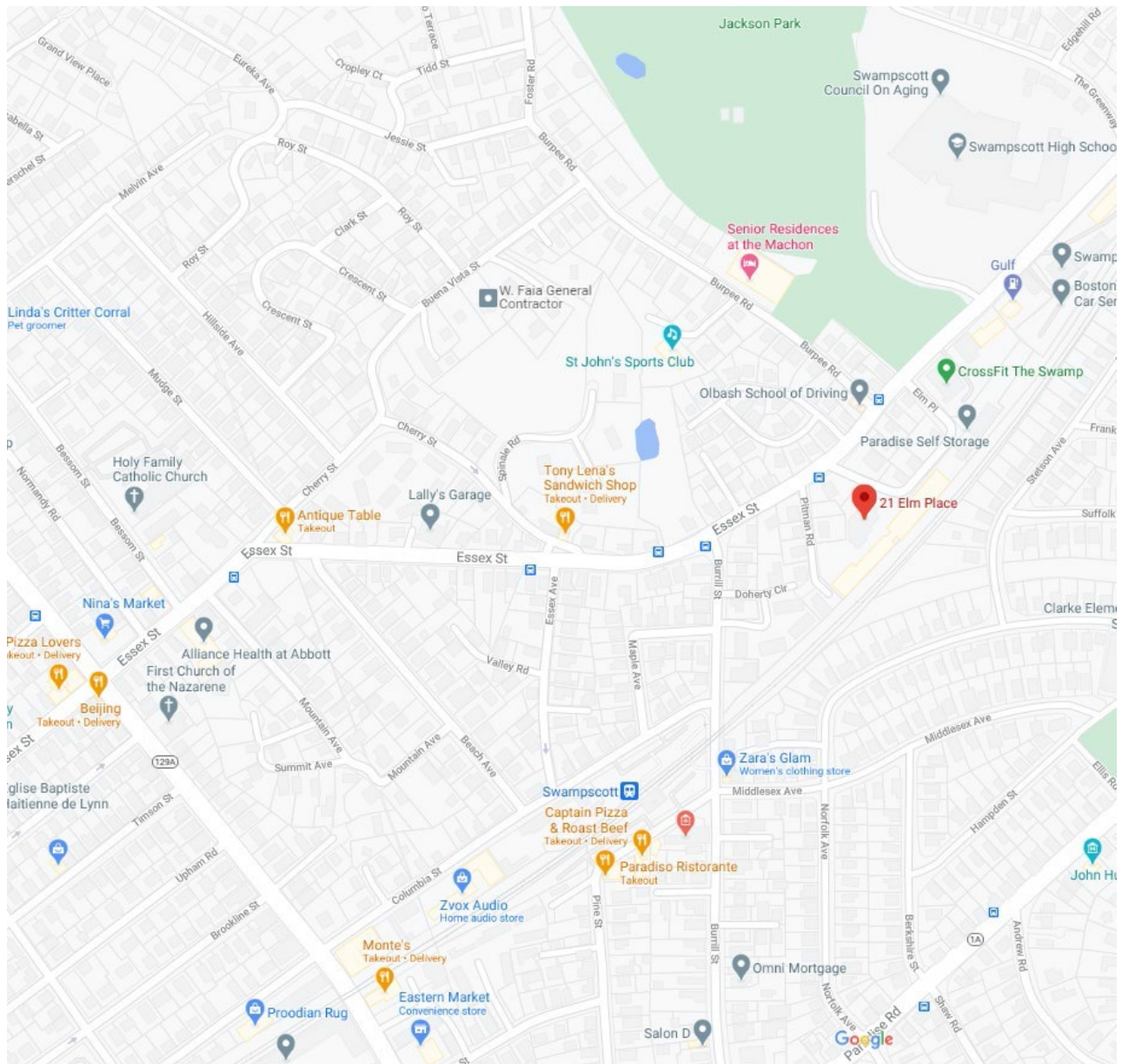
Location

The project site is an accumulation of four (4) underutilized, contiguous parcels located at 129 Essex Street, 25 & 35 Pitman Road, and a portion of 21 Elm Place in Swampscott. The project site is currently occupied predominantly by a corrugated metal warehouse-type structure that serves as rented storage for contractors’ building materials and equipment and its associated parking. There are also three additional structures on the project site today: a vacant office building and two (2) residential structures. The majority of the site’s combined footprint (across all four parcels) today is asphalt surface parking. 27 Elm Place, where some parking spaces for the project will be, is adjacent to this project site and contains a storage building and asphalt surface parking.

The proposal is a transit-oriented development, being within walking distance (0.3 miles) of the Swampscott MBTA Commuter Rail Station as well as being served by MBTA bus service immediately along Essex Street at the project’s future front door. The project will leverage the site’s central location with a roof deck amenity space featuring views of downtown Swampscott and the Atlantic Ocean. A key feature of the Project will be the off-site improved connection directly from the project site to Burrell Street in downtown – providing direct access to the MBTA station.

The surrounding neighborhood is primarily residential; however the site is located in proximity to of a wide array of amenities essential to a resident's daily needs. Identified on the map here as 21 Elm Place, it is evident that in addition to its transit-oriented location along an MBTA bus service route and near-adjacency to the Swampscott MBTA station, the site is within walking distance of Swampscott High School, the Swampscott Senior Center, two gyms/fitness clubs, retail, dining, three houses of worship and the sprawling Jackson Park.

See attached Locus Map.



Zoning

The site is zoned “Residence A-4 District” and “Business B-2 District”.

Topography

Existing Topography of the site varies from moderate to relatively flat slopes. The northwest corner of the site slopes steeply ($\pm 10\%$ grade) away from Essex Street, and then transitions to a flatter slope ($\pm 2\%$ grade) through the 21 Elm Place, 25 and 35 Pitman Road Parcels. The highest elevation onsite is $39.3\pm$ (NAVD88) on the northern corner of the site. The low elevation onsite is elevation $30.58\pm$ (NAVD88) and is located at a catch basin in the southern portion of the 21 Elm Place parking area. The Applicant plans to make very limited modifications to the grading.

Vegetation

The site is developed. It currently contains grass lawn area and a large, paved parking area. The Applicant plans to add landscaped areas including but not limited to trees, shrubbery, green screening, lawn and grasses.

Soils

The Natural Resources Conservation Service (NRCS) Web Soil Survey of Essex County defines soils in the project area as Urban Land (Map Unit 602). Urban Land is classified as soils that have been disturbed by previous fill and grading operations. Urban fill is not given a hydrologic soil group designation. The soils of areas surrounding the site are classified as Hollis-Urban Land-Rock outcrop complex, sloping (Map Unit 724C) which is Hydrologic Soil Group D, indicative of very slow infiltration when thoroughly wet.

Eight soils borings were performed onsite at depths varying from 27 to 30.2 feet below ground surface (BGS) with one boring terminating 4 feet below ground surface. Soils nearest the proposed subsurface infiltration system were found to be 2 to 4 feet of miscellaneous fill over a marine deposit composed of silty sand to 19 feet BGS underlain by blue clay. Excavations for the proposed subsurface infiltration system extend approximately seven feet below ground surface at the deepest point; therefore, the stormwater structures are well within the silty sand layer. Silty sand is classified into hydrologic soil group "B," indicative of moderate infiltration when thoroughly wet with a Rawls Rate of 1.02 in/hr.

See full ***Stormwater Report*** provided with this submission.

Flood Plain

The project site is not located within the 100-year flood plan according to current FEMA flood mapping.

Wetlands

There is not a wetland resource area on the site or in nearby proximity.

Natural Resources and Wildlife Habitat

The site is not within any NHESP Priority or Estimated Habitats of Rare Species.

Surrounding Land Uses

The parcel uses directly abutting the site are a gym, single family residential, and two-family residential.

The area immediately surrounding the development site contains a mix of uses including residential and commercial.

In addition, commercial and institutional uses are located in the nearby vicinity on Essex Street, including fitness and physical therapy studios, an autobody shop, pizza shop and convenience store.

POTENTIAL ALTERNATIVE USES

Potential alternative uses for this site are those uses permitted in the Town of Swampscott Zoning By-Laws for the “Residence A-3 District” and “Business B-2 District”.

PROPOSED DEVELOPMENT

General Description

The proposed development consists of a 120-unit apartment building. The proposed units will be a mix of studio, one-bedroom, two-bedroom, and three-bedroom units. The building will include common space and amenities, which include a community meeting room with a “warming kitchen”, wifi-enabled work spaces, a signature roofdeck and fitness center. Two offices for property management staff are included in the proposal, which will be staffed during all normal work hours.

The development will be supported with 130 parking spaces. Utilities to service the development will include public water and sewer, onsite drainage, site lighting, electrical, gas, telephone, cable TV and other similar utility services.

Building

The new mixed-income multi-family apartment building will be of wood frame construction on concrete foundations. It will be set into the grade, utilizing the natural topography of the site.

All buildings will meet or exceed all requirements of the Massachusetts State

Building Code and the Stretch Energy Code. The building will contain community space and property management staff offices.

Water Supply

The project site is proposed to be served by the public water supply for both domestic and fire protection from the existing water main in Essex Street.

Sewer Services

The project site is to be served by the public sewer system in Elm Place and Pitman Road.

Stormwater Management

Significant attention and consideration has been given to proper management of the stormwater runoff from the project site. The site-specific characteristics and hydrologic setting has been carefully studied to develop a comprehensive plan that fully utilizes and recognizes these attributes. Disposition of stormwater has been considered with respect to its peak rate, total volume and water quality aspects to ensure appropriate mitigation upon project completion.

The proposed design includes a Stormtech Infiltration System to accommodate stormwater from the site.

See full ***Stormwater Report*** provided with this submission.

Electricity and Telephone

The project site is to be served by the electricity and telephone services in Elm Place.

PROPOSED GROUND COVERAGE DATA

Landscaping/Buffers

The area in front of the building along Essex Street will be re-landscaped to include an attractive mix of resilient trees, shrubs, and perennials. These include salt tolerant varieties as well as native plants. Appropriately, American Elm trees will provide the first view of trees from the Essex St. approach.

The landscape treatment along Pitman Road also includes a variety of trees, shrubs, and perennials with a mix of plantings that will buffer the appearance of the building façade and provide ground stabilization at sloped areas. These plantings are a mix of native plants, deciduous and evergreen shrubs and upright trees that will grow multiple stories high. Evergreen plantings abutting the patio area at Pitman Rd. will provide a visual separation from the sidewalk and create definition for the paved space. Larger trees are proposed for areas along the street to provide canopy and additional screening.

Within the parking lot area along the easterly side of the building there are multiple shade trees proposed. These will provide canopy, scale, and shade to the paved areas. These trees can be expected to grow more than forty feet (40') high, which will set a foreground to the building and provide buffering to the east. The plantings at ground level will be ornamental shrubs and grasses which will be in foliage and bloom during growing seasons but will be durable and allow for snow storage during winter months.

By addressing the canopy, ground plane, and intermediate zones, the landscape plantings will serve to provide scale, color, and softness to the site that will improve over time.

Development Density

Tables showing density, ground coverage data etc. are presented in the Plans.

DEVELOPMENT IMPACTS

Significant Wildlife Habitat Resources

The project site is currently developed. The redevelopment of the site will have no significant impact on wildlife habitat resources.

Open Space

The resulting on-site open space will be as shown on the Plans.

Recreational resources

Besides this wonderful community with access to recreational facilities, the complex will offer a fitness room, club / community room, Wi-Fi enabled work spaces and a roof deck with views of the Atlantic Ocean and the Boston skyline.

Traffic

Elm Place is a two-way street. Pitman Road is one-way. The closest major intersection is with Essex Street, which contains a traffic light. The proposed project is not anticipated to generate significant traffic impacts to the neighborhood.

Please refer to the *Traffic Impact Assessment* provided with this submission.

CONSTRUCTION IMPACTS

Noise

Typical temporary noise impacts from a development of this type will exist during construction. Standard construction noise will be generated by construction vehicles and equipment, material deliveries, excavation, etc., during normal construction working hours. Given the proximate distance to residential abutting and nearby properties, the project team would like to share regular construction updates with the community so that all understand the type and duration of certain phases of work. A construction Logistics & Materials Staging Plan will be provided by the General Contractor to the Building Department to ensure safety and minimal disruption to the surrounding community.

Dust

Temporary generation of dust from the construction of the development is expected to be minor due to the granular nature of the existing soils. Any excessive dust produced during construction will be controlled by standard methodologies such as watering. The site will be stabilized once initial disturbance is complete.

Erosion/Siltation

Erosion control fencing will be installed where necessary to prevent erosion or siltation as required by conditions during construction. After earthwork is completed, exposed soils not otherwise treated are to be loamed and seeded, hydroseeded, sodded, or mulched as appropriate.

MUNICIPAL SERVICE IMPACT

Public Safety

The Swampscott Police Department is located approximately 1.4 miles away from the site at 531 Humphrey Street.

The Swampscott Fire Department is located approximately 0.5 miles away from the site at 76 Burrill Street.

Sewer/Wastewater Disposal

Sanitary sewage will be connected to the municipal system.

Water Supply

Water will be provided to the site from the existing municipal water main, located in Essex Street.

Refuse Removal

Elm Place is proposed to have interior trash rooms for the use of all residents which will include provisions for recycling. Trash disposal services will be provided by a private disposal company.

Green Design Features

Elm Place will be designed and constructed to meet the Massachusetts Stretch Energy Code, ensuring long-term energy performance and environmental responsibility. The ground-up new construction project will create 120 new energy efficient apartments that contribute to the Commonwealth's energy and carbon mitigation goals. Specific sustainability features at Elm Place are expected to include: high efficiency building envelope design including continuous exterior insulation and ENERGY STAR windows, high efficiency heating, cooling, and ventilation equipment including balanced ventilation with energy recovery, LED lighting, ENERGY STAR appliances, and super low-flow plumbing fixtures. Third party inspections and commissioning will ensure Elm Place's high performance design measures are constructed and installed as intended, resulting in long-term energy savings, healthy indoor air quality, and minimal environmental impact to the community as a whole.

SECTION 6

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
SWAMPSCOTT HOUSING LIMITED PARTNERSHIP**

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
SWAMPSCOTT HOUSING LIMITED PARTNERSHIP**

Swampscott Housing Limited Partnership (the "Partnership") is hereby formed as a limited partnership under Massachusetts General Laws, Chapter 109 (the "Act").

Pursuant to and in accordance with Massachusetts General Laws Chapter 109, the general partner of the Partnership does hereby (a) execute this Certificate of Limited Partnership of the Partnership and (b) file this Certificate in the Filing Office as required by the Act. Such execution constitutes an affirmation under the penalties and perjury that the facts stated in this Certificate are true.

I. Name of the Partnership. The name of the Partnership is Swampscott Housing Limited Partnership.

II. General Character of Business. The purpose and business of the Partnership (which business the Partnership may conduct on its own behalf or as a partner, shareholder, beneficiary or member of another entity) is (a) to acquire, own, manage, operate, maintain, develop, rehabilitate, repair, improve, service, finance, lease, sell, dispose of and otherwise deal with real property and the buildings thereon, including without limitation, multi-family rental housing and related facilities, (b) to acquire any real or personal property necessary to carry out such purposes, (c) to enter into contracts relating to the same, (d) to engage in any and all activities which are necessary or incidental to such purposes, (e) to be recognized as a Limited Dividend Organization: pursuant to M.G.L. c. 40B and 760 C.M.R. 56.02, and agrees to limit the dividend on the invested equity to no more than that allowed by the applicable statute or regulations governing any pertinent housing program undertaken by the Partnership; and (f) to act for any other purpose permitted under law.

III. Post Office Address and Address of Agent for Service of Process. The post office address of the office of the Partnership, at which records required to be maintained by the Act are kept, is c/o WinnCompanies, One Washington Mall, Suite 500, Boston, Massachusetts 02108. The resident agent of the Partnership is Gilbert J. Winn, c/o WinnCompanies, One Washington Mall, Boston, Massachusetts, 02108.

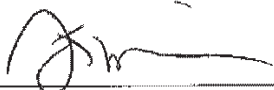
IV. General Partner. The name and business address of the general partner of the Partnership is as follows:

<u>Name</u>	<u>Address</u>
Swampscott Housing GP LLC	c/o WinnCompanies One Washington Mall, Suite 500 Boston, Massachusetts 02108

V. Dissolution and Winding Up. The latest date upon which the Partnership is to be dissolved and its affairs wound up is December 31, 2110.

IN WITNESS WHEREOF, the undersigned, being the General Partner of the Partnership, has executed and acknowledged this Certificate of Limited Partnership this 5th day of November, 2020.


GENERAL PARTNER:
Swampscott Housing GP LLC

By: 

Gilbert J. Winn, President

CONSENT OF RESIDENT AGENT

I, Gilbert J. Winn, resident agent of the above limited partnership, consent to my appointment as resident agent pursuant to M.G.L. c.109 Section 8 (a).

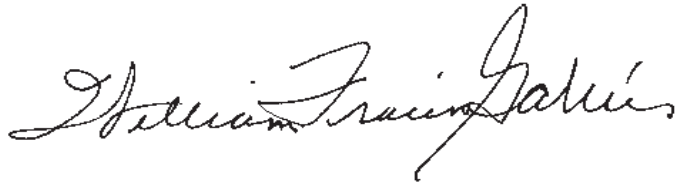


Gilbert J. Winn

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 05, 2020 11:50 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

SECTION 7

EVIDENCE OF SITE CONTROL

Enclosed please find evidence of Site Control via the Land Development Agreement executed January 15, 2020.

LAND DEVELOPMENT AGREEMENT

Elm Place Swampscott, MA

WINNDEVELOPMENT COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership (“Winn”), presents the following Land Development Agreement (“Agreement”) dated effective JANUARY 15, 2020 (the “Effective Date”), regarding the acquisition of a leasehold interest in the two parcels located at 129 Essex Street 35 Pitman Road and in a portion of the parcel located at 21 Elm Place in Swampscott, Massachusetts 01907 together with the multiple existing structures and any and all appurtenant rights and interests (collectively the “Property”) from OCEANVILLA LLC, a Massachusetts limited liability company (“OV LLC”) and BRUCE PARADISE, an individual (“Paradise”), the owners of record of the Property (individually and collectively “Seller”), and to redevelop the Property upon the following terms and conditions. OV LLC owns the parcels and structures located at 129 Essex Street and 35 Pitman Road and Paradise owns the parcel and structures located at 21 Elm Place. Winn and Seller desire to enter into this AGREEMENT to set forth their understanding regarding the acquisition and potential redevelopment of the Property.

Now, therefore, Seller and Winn agree as follows:

1. Project Conception

The proposed project (the “Project”) is to redevelop the Property by building approximately 125 units of mixed-income, multifamily housing consisting of Studio, One, and Two Bedroom apartments, serving residents with a range of incomes, from low-income (~50%-60% AMI) to market-rate tenants. The Project would consist of one residential building, together with approximately ~4500 SF of community/amenity space and associated parking.

In order for the Project to be viable, it will be critical for the parties to work together following the execution of this Agreement to obtain the support of various third parties, including the Town of Swampscott, the Massachusetts Department of Housing and Community Development (“DHCD”) and MassHousing. Seller shall assist Winn in obtaining all local approvals necessary for the Project (as defined below) including, but not limited to, assistance navigating the entitlement process, obtaining local zoning approvals and town financial support, including without limitation, property tax relief and Seller shall take the lead, with input from Winn, in the acquisition of abutting or neighboring parcels, such as 25 Pitman Road, that would be additive and beneficial to the Project, on terms agreed to by the parties.

At the Closing (as defined below), Seller shall cause New Owner (as defined below) to enter into a long-term, ninety-nine (99) year ground lease of the Property (the “Ground Lease”) with a new limited partnership or limited liability company (the “Ownership Entity”) described in the following paragraph. The transfer shall also include conveyance to the Ownership Entity of all existing structures (if any). As part of the Closing, the Ownership Entity will admit a tax credit investor in a manner typical in Low-Income Housing Tax Credit (LIHTC) projects. Following Closing, the Property will be redeveloped utilizing federal and state LIHTC’s and other city, state,



federal public financing and private financing (the planned redevelopment is the "Project"). This Agreement will serve as site control for the LIHTC application and serve as the basis for the good faith negotiation between Seller and Winn of an operating Agreement (the "JV Agreement") for the GP Entity (as defined below).

2. Structure of Ownership Entity

The General Partner of the Ownership Entity ("GP Entity") will be a limited liability company comprised of Winn (or a direct affiliate of Winn) who will serve as its Managing Member ("Winn MM") and Seller (or direct affiliate) who will serve as its Special Member ("Seller SM"). The tax credit investor will be the limited partner/member of the Ownership Entity owning approximately 99.99% of the profits/loss interest in the Ownership Entity ("Limited Partner"). The GP Entity, who retains a ~.01% profits/loss interest, will generally receive ~90% of the Cash Flow and economic ownership of the Ownership Entity. The Winn MM will serve as the sponsor within the GP Entity with an 85% interest. The Seller SM will have a 15% interest in the GP Entity.

As the Managing Member of the GP Entity, Winn MM will have control over development, operating, and major financial decisions regarding the Project and the Ownership Entity subject to specific carve outs around certain major decisions which require approval of Seller SM (i.e. extending the term of the partnership, diluting interests, declaring bankruptcy, or committing to financing that is not in compliance with agreed upon terms in the business plan). Seller SM shall assist Winn MM and WinnDevelopment Company Limited Partnership in the redevelopment of the Project, including continuing the work on all local approvals necessary for the Project, including, but not limited to, assistance navigating the entitlement process, obtaining local zoning approvals, town financial support, tax deals, and working with owners of abutting and neighboring parcels. Winn MM and Seller SM shall work collaboratively and in good faith, and each of the parties will be consulted on all aspects of the development. Seller SM shall not be required to expend capital in this permitting/approval process, the understanding being that the Project budget will bear such reasonable 3rd party permitting/approval costs so long as such costs are approved in writing, in advance, by Winn in its discretion.

3. Partnership Economics

Ongoing Project cash flow/surplus cash (net of repayment of any deferred fees), residual proceeds, and refinancing/capital transaction proceeds distributable to the GP Entity shall be distributed in accordance with the respective percentage interests described in Section 2 above, 85% to Winn MM and 15% to Seller SM.

4. Development Fee, Predevelopment Funding and Guarantees:

WinnDevelopment Company Limited Partnership, an affiliate of the Winn MM, will earn development fees applicable to the Project and be entitled to reimbursement of reasonably allocable developer overhead for providing development services, pre-development funding and for providing any guarantees required by the Project's financing and regulatory parties (agreed to/as approved in Winn's sole discretion). Notwithstanding the foregoing, it is understood that the Project shall first stand for any calls on the guarantees and Winn shall serve solely as the backup guarantor. To the extent operating loans, other advances or payments are made under the terms of such guarantees, such amounts shall be repaid as a priority item within the Project's cash flow waterfall, at a reasonable rate of interest. The reimbursement of predevelopment funding, as allowed by the lender and Limited Partner, shall occur at financial closing (with any remaining amount reimbursed at subsequent closings, if applicable) from Project financing sources. The amount of the development fee shall be the maximum amount permitted by the funding agencies and is currently estimated to be approximately \$3,600,000. Any portion of the development fee which cannot be paid during the development period from Project financing sources shall be deferred and paid, with interest, as a priority within the cash flow waterfall.

5. Right of First Offer

Winn MM shall have the sole right and authority to sell or transfer the Property on behalf of the Ownership Entity. Subject to any consent rights of the Limited Partner and applicable governmental agencies, Seller SM shall have the Right of First Offer ("ROFO") on terms the parties shall negotiate in good faith prior to Closing for such a sale or transfer initiated by Winn MM, to a party that is not an affiliate to Winn MM or its principals. The ROFO shall provide in part that if Seller SM exercises its ROFO, such offer must include a 10% non-refundable (except only for material breach) deposit and market terms regarding the timing of closing and that any offer accepted by Winn MM after receiving Seller SM's exercise of its ROFO must be for a purchase price of at least 102% of the purchase price included in Seller SM's offer but the amount and terms of the deposit included in any offer accepted by Winn MM shall be in Winn's reasonable discretion. The Seller SM shall not at any time have the authority to sell, transfer or otherwise assign its interest in the Property, GP Entity or the Right of First Offer without the written consent of the Winn MM, in its discretion, in each case.

6. Property Transfer/Ground Lease

At the Closing, the Ownership Entity shall acquire a ninety-nine (99) year leasehold interest pursuant to the Ground Lease (a document the parties shall negotiate and finalize in good faith during the Due Diligence Period as defined below). The Ground Lease shall provide that the Ownership Entity will pay New Owner annual lease payments of [REDACTED] (each, a "Ground Lease Payment") in arrears, with the first payment being made at the end of the first year following Closing. Ground Lease Payments will increase 2% each year during the Lease Term and will be paid out of Property operations. The term of the Ground Lease shall expire ninety-nine (99) years after the Closing.

7. Due Diligence Period, JV Agreement and Purchase Agreement

For a one hundred and eighty (180) day period following the Effective Date, Winn shall have the right to review or conduct, at Winn's election, a physical inspection of the Property, including, but not limited to, a rent comparability study, an environmental, engineering, historical, structural and zoning review, as well as to examine and review financial, legal and title documents, seek and underwrite different financing solutions, and conduct any such additional due diligence, all as Winn, in its sole judgment, deems appropriate (the "Due Diligence Period").

If Winn wishes to terminate this Agreement prior to the expiration of the Due Diligence Period (which Winn may do for any or no reason whatsoever, without penalty or recourse), Winn shall notify Seller in writing prior to the expiration of the Due Diligence Period and the Initial Deposit (as defined below) shall be returned to Winn.

8. Deposit

Upon the execution of this Agreement by all parties, Winn will deposit Ten Thousand Dollars (\$10,000) (the "Initial Deposit") with Sullivan & Worcester LLP (the "Escrow Agent"). In the event Winn does not terminate this Agreement prior to expiration of the Due Diligence Period, Winn shall deposit with the Escrow Agent an additional One Hundred and Sixty-Five Thousand Dollars (\$165,000) Dollars (once such additional deposit is made by Winn, the entire \$175,000 shall be referred to as the "Deposit"). The Deposit shall be utilized for project related due diligence and pre-development actions which aim to further the advancement of the Project. The Deposit will be held in escrow and may be drawn on by Winn and used to fund such pre-development costs. In addition, the Deposit shall be utilized to reimburse any pre-development costs incurred prior to the expiration of the Due Diligence Period.

If (at the time of Closing (as defined herein), New Owner fails to convey to the Ownership Entity good, clear, record, marketable and insurable title to the Property subject only to Encumbrances agreed to by Winn, or if another event occurs which under the terms of the Purchase Agreement

entitles Winn to a return of the Deposit such as a default by Seller or New Owner under the Purchase Agreement, the remaining Deposit, at Winn's election, plus any interest earned thereon, will, at Winn's option, be immediately returned to Winn, in which event Winn, on one hand, and New Owner and Seller, on the other hand, shall have no further obligation to each other, except for Winn's indemnity obligations and obligations to repair physical damage to the Property, which shall survive.

9. Applications

Winn will endeavor to make a pre-application to DHCD for Low-Income Housing Tax Credits (the "Pre-App") at the first possible date all requirements of such funding process are achieved, including zoning and other local approvals and plan development. The first potential opportunity for a Pre-App is expected to be in the Fall of 2020, with the following Pre-App round in 2021. Winn will endeavor to push the process ahead with time being of the essence for both parties. Following the submission of a Pre-App, and once such Pre-App is accepted and approved, Winn will make a full application to DHCD the subsequent full application round. In the event the Project does not receive financing awards from DHCD as a result of its initial full application, Winn may choose to make a subsequent application to DHCD in its next applicable funding round (i.e. two full funding round submissions in total). Such funding rounds generally occur on a once annual basis.

10. Date of Closing; Subdivision and Creation of a Single Parcel

Closing shall occur by December 31, 2021 Following Winn's receipt of a notice of a financing award, Seller shall: (i) subdivide the parcel currently owned by Paradise into two legal parcels by separating that portion of such parcel which includes the building containing Burke's Tumbling Academy and associated parking spaces located directly in front of such building from the rest of the parcel adjacent to the two parcels owned by OV LLC, (ii) acquire one or more adjoining parcels (such as 25 Pitman Road) for inclusion in the Property on terms acceptable to Seller and Winn, and (iii) create a single, new legal parcel (the Property) owned by a single entity, owned and controlled by Paradise and OV LLC or its principals ("New Owner"), by combining that portion of such newly-subdivided parcel adjacent to the two parcels owned by OV LLC with such two parcels and any other adjoining parcel as described in (ii) above. Seller agrees to consult with Winn and obtain Winn's prior written consent over all aspects of the process described in (i), (ii) and (iii) above, as well as the terms of any reciprocal easement for access and parking between the Property and the subdivided parcel still owned by Paradise as well as any other agreement or other arrangement affecting the Property. Closing may be extended if and as necessary to allow for the completion of (i), (ii) and (iii) plus the expiration of all appeal periods in connection with the foregoing with either no appeals filed or, if any are filed, then after resolution of such appeals in a manner reasonably satisfactory to Winn.

11. Approvals and Communication

Winn shall have the right to commence discussions and meetings with the Town, State, and other governmental agencies, investors, lenders and other relevant parties at the commencement of the Due Diligence Period.

12. Property and Asset Management

The parties will engage WinnResidential (or one of its direct affiliates) as the Property Manager, for which WinnResidential will be paid a fee for its management services in the maximum amount allowed by the funding agencies and Limited Partner. Such fee is expected to be 4% of gross income and shall contain customary terms and conditions as exist in similar projects. Such Agreement shall survive for the length of the Ground Lease, other than if breached by Winn for so-called "Bad-Boy Acts," except if terminated with the approval of Winn MM and/or the Limited Partner in their discretion.

Winn and its affiliates will provide certain asset management services on an annual basis including tax filings and other matters. All such time, allocable overhead, and reasonable expenses related to such asset management services will be a cost to the Ownership Entity (or as the case may be to the GP Entity) and paid from cash flow/surplus cash. In addition, as capital events (refinancing, sales, investor buyouts) occur in the future, Winn will provide guidance and services to implement such events and shall be reimbursed for all related costs, time and overhead of such services.

13. "As Is" Status

The Property (including improvements, appliances, equipment and fixtures, and all operating systems thereon) is being sold in its "as is" condition as of the date hereof, reasonable wear and tear accepted, subject to any Seller representations and warranties provided in the Purchase Agreement, and further provided, the Property shall be delivered vacant and free and clear of all occupants. Seller shall be solely responsible for any relocation of existing tenants and the termination of any existing leases at the Seller's sole cost and expense.

14. Exclusivity

Upon execution of this Agreement, Seller shall cease discussions with and the furnishing of information to other prospective purchasers and will not solicit or accept any offers through the Closing, whether or not binding, regarding the Property until and unless the Purchase Agreement to be executed by the parties is terminated during the Due Diligence Period.

15. Costs

New Owner shall be responsible for any transfer taxes, or costs of delivering title, including subdivision costs in connection with the Closing and for all fees and prepayment penalties in connection with the repayment of any existing financing.

16. Consents

Within sixty (60) days of the mutual execution of this Agreement, Seller shall secure any consents needed for the execution of this Agreement and the transactions described herein and will deliver evidence of such (or lack of need therefore) to Winn upon Seller's receipt thereof. If Seller is not able to deliver all consents which are needed, then, at Winn's election, Winn may extend the Due Diligence Period by one day for each additional day needed for Seller to deliver such evidence of all requisite consents, or, terminate this Agreement at any time, and the Initial Deposit shall be returned to Winn and Winn, on one hand, and Seller and New Owner, on the other hand, shall have no further recourse to one another.

Winn: WinnDevelopment Company Limited Partnership
By: WDP Manager Corp., Its General Partner

By: 
Gilbert J. Winn, President

Seller: Oceanvilla LLC

By: 
Bruce Paradise, Manager

By: 
Barry Turkalis, Manager


Bruce Paradise, Individually

AMENDMENT TO LAND DEVELOPMENT AGREEMENT

This Amendment to Land Development Agreement (the “**Agreement**”) is entered into as of this ___ day of 2021 by and between Oceanvilla LLC, a Massachusetts limited liability company (“**OV LLC**”) Bruce E. Paradise, Trustee of Rear 21 Elm Place Realty Trust (“**Paradise**” and together with OV LLC collectively the “**Sellers**”), WinnDevelopment Company Limited Partnership, a Massachusetts limited partnership (“**Winn**”) and Swampscott Housing Limited Partnership, a Massachusetts limited partnership (the “**SHLP**”).

RECITAL

WHEREAS, Winn, OV LLC and Bruce Paradise entered into a Land Development Agreement dated January 15, 2020 (the “**LDA**”) which LDA provided for, among other things, the acquisition of Property including 25 Pitman Road Swampscott, MA (the “**25 Pitman Property**”) if acquired by the Sellers;

WHEREAS, OV LLC has acquired the 25 Pitman Property and the parties hereto desire to include the 25 Pitman Property in the LDA as part of the Property; and

WHEREAS, the parties hereto desire to clarify the names of the owners of the various properties that comprise the Property.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby expressly acknowledged the parties agree as follows:


1. Effective as of the date hereof the 25 Pitman Property will be part of the Property and the Project;
2. Winn and the Sellers agree that the Ownership Entity as defined in the LDA shall hereinafter refer to SHLP;
3. SHLP agrees that it shall become a party to the LDA as amended hereby and shall be responsible and obligated for all matters of the Ownership Entity as set forth in the LDA;
4. Any capitalized terms used herein and not defined shall have the meaning ascribed to it in the LDA.

Executed as of the date first written above.

Winn:

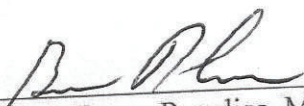
**WinnDevelopment Company Limited
Partnership**

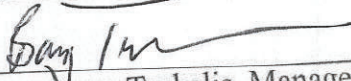
By: WDP Manager Corp.

By: 
Gilbert J. Winn, President

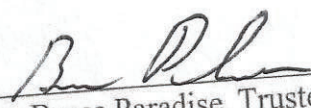
Sellers:

Oceanvilla LLC

By: 
Name: Bruce Paradise, Manager

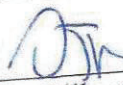
By: 
Name: Barry Turkalis, Manager

21 Elm Place Realty Trust

By: 
Name: Bruce Paradise, Trustee

SHLP

Swampscott Housing Limited Partnership

By: 
Name: Gilbert J. Winn, Duly Authorized

SECOND AMENDMENT TO LAND DEVELOPMENT AGREEMENT

This Second Amendment to Land Development Agreement (the “Amendment”) is entered into as of this 20th day of September 2021 by and between Oceanvilla LLC, a Massachusetts limited liability company (“OV LLC”) Bruce E. Paradise, Trustee of 21 Elm Place Realty Trust (“Paradise” and together with OV LLC collectively the “Sellers”), WinnDevelopment Company Limited Partnership, a Massachusetts limited partnership (“Winn”) and Swampscott Housing Limited Partnership, a Massachusetts limited partnership (the “SHLP”).

RECITAL

WHEREAS, Winn, OV LLC and Bruce Paradise entered into a Land Development Agreement dated January 15, 2020 which Land Development Agreement was amended by an Amendment to Land Development Agreement (collectively the “Original LDA” and together with this Amendment the “LDA”)

WHEREAS, the parties hereto desire to modify the Original LDA as set forth herein.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby expressly acknowledged the parties agree as follows:

1. Buyer and Seller agree that Seller will provide approximately 23 parking spaces on property owned by the Seller located at 27 Elm Place, Swampscott for the exclusive use of the residents of the Project.
2. Section 10 of the LDA will be amended to delete December 31, 2021 and replace it with December 31, 2022.
3. Any capitalized terms used herein and not defined shall have the meaning ascribed to it in the LDA.

Executed as of the date first written above.

Winn:

**WinnDevelopment Company Limited
Partnership**

By: WDP Manager Corp.

By: 

Gilbert J. Winn, President

Sellers:

Oceanvilla LLC

By: _____
Name: Bruce Paradise, Manager

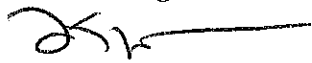
By: _____
Name: Barry Turkalis, Manager

21 Elm Place Realty Trust

By: _____
Name: Bruce Paradise, Trustee

SHLP

Swampscott Housing Limited Partnership

By: 

Name: Gilbert J. Winn, Duly Authorized

Executed as of the date first written above.

Winn:

Winn Development Company Limited Partnership

By: WDP Manager Corp.

By: _____
Gilbert J. Winn, President

Sellers:

Oceanvilla LLC

By: Bruce Paradise
Name: Bruce Paradise, Manager

By: Barry Turkalis
Name: Barry Turkalis, Manager

21 Elm Place Realty Trust

By: Bruce Paradise
Name: Bruce Paradise, Trustee

SHLP

Swampscott Housing Limited Partnership

By: _____
Name: Gilbert J. Winn, Duly Authorized

Section 8 Copy of Filing Fee & Advertising Fee

These payments were made with the January 2021 submission.

WinnDevelopment Company LP
3033103--Town of Swampscott
Print As: Town of Swampscott

22 Monument Avenue
Swampscott, MA 01907

1000000477
Bank of America
2317OPER 3452
Date: 01/19/2021

Date	Invoice #	Reference Number		Amount Entered	Amount Paid
01/18/2021	40B Application Fee	Cost Center ID	Property		
1140-0100--Accounts Rece	Swampscott	Admin	Winn Dev Co. LP - 2317	\$6,850.00	\$6,850.00
Net Amount:					\$6,850.00

Page 1 of 1

WinnDevelopment Company LP
3033103--Town of Swampscott
Print As: Town of Swampscott

22 Monument Avenue
Swampscott, MA 01907

1000000477
Bank of America
2317OPER 3452
Date: 01/19/2021

Date	Invoice #	Reference Number		Amount Entered	Amount Paid
01/18/2021	40B Application Fee	Cost Center ID	Property		
1140-0100--Accounts Rece	Swampscott	Admin	Winn Dev Co. LP - 2317	\$6,850.00	\$6,850.00
Net Amount:					\$6,850.00

THE FACE OF THIS CHECK HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS CHECK CONTAINS A WATERMARK - HOLD AT AN ANGLE TO VIEW. Page 1 of 1

WinnDevelopment Company LP
126 John Street
Suite 10
Lowell, MA 01852

Bank of America
Charlotte, NC
5-13/110

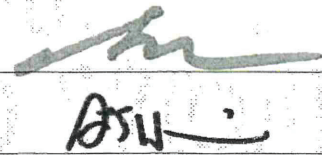
1000000477
Date: 01/19/2021

Pay To
The Order Of Town of Swampscott

Six Thousand Eight Hundred Fifty Dollars

\$\$\$6,850.00**

Town of Swampscott
22 Monument Avenue
Swampscott, MA 01907



57

⑈ 1000000477 ⑈ ⑆ 011000138 ⑆

4628793452 ⑈

MF