



# **370-384 HARVARD STREET**

**BROOKLINE, MA**

Comprehensive Permit Application

Under M.G.L. Chapter 40B, Sections 20-23

*Submitted by:*

Jewish Community Housing for the Elderly

# 370-384 HARVARD STREET

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## **SECTION 1**

### **REQUEST FOR FINDINGS OF FACT**

Town of Brookline, Massachusetts  
**ZONING BOARD OF APPEALS**

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Premises affected: An 18,323 s.f. parcel of land on 370-384 Harvard Street

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**APPLICATION FOR A COMPREHENSIVE PERMIT UNDER GENERAL LAW  
CHAPTER 40B, SECTIONS 20-23**

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Jewish Community Housing for the Elderly III, Inc., an affiliate of Jewish Community Housing for the Elderly (“JCHE”) hereby applies to the Board of Appeals of the Town of Brookline, Massachusetts, pursuant to General Laws, Chapter 40B, Section 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct 62 rental units (of which 58 deed-restricted affordable rental units will serve households at a range of incomes) and less than 5,000 s.f. of retail space on land located at 370-384 Harvard Street to develop a senior living residential program and community space. The applicant and the development are described in the exhibits hereto annexed and submitted simultaneously herewith, all of which are incorporated by reference and constitute documents required to be submitted under the regulations for filing a 40B application by the Massachusetts Department of Housing and Community Development (769 CMR 56.00).

## REQUEST FOR FINDINGS OF FACT

The applicant requests that the Board of Appeals make the following findings of fact in connection with the action of the Board on this application:

1. Jewish Community Housing for the Elderly III, Inc. ("JCHE"), a Chapter 180 Non-Profit Corporation, is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.
2. The applicant has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for this site.
3. The Department of Housing and Community Development ("DHCD"), the administrator of the Low Income Housing Tax Credit ("LIHTC") program, will be the subsidizing agency within the meaning of the regulations of 40B (760 CMR 56.00) and within the meaning of the procedural regulations of the Housing Appeals Committee (760 CMR 30.01(C)).
4. The number of low or moderate income housing units in the Town of Brookline constitutes less than 10 percent (10%) as reported in the Subsidized Housing Inventory of the Department of Housing & Community Development as of May 27, 2016.
5. The development as proposed in the application is consistent with local needs within the meaning of General Laws, Chapter 40B, Section 20.

The applicant respectfully requests the Board of Appeals, after complying with the procedural requirements as provided by law, to issue to the applicant a Comprehensive Permit for the development.

Jewish Community Housing for the Elderly III, Inc.

By:



Amy Schectman  
President & CEO

## **SECTION 2**

### **PROJECT DATA SUMMARY**

## SECTION 2 PROJECT DATA SUMMARY

### 1. Applicant

Jewish Community Housing for the Elderly III, Inc., an affiliate of Jewish Community Housing for the Elderly (the “Applicant”) has been organized under the General Laws of the State of Massachusetts. Jewish Community Housing for the Elderly (“JCHE”) is a well-established non-profit provider of senior supportive housing in the Greater-Boston area with over 100 full time employees. Formed in 1965, JCHE celebrated its 50th year in 2015. JCHE has developed 1,200 units across 8 properties which we own, manage and provide services to. Ulin House, Leventhal House and Genesis House make up our Brighton Campus, with over 700 units. We have two properties (each comprised of two phases) in Newton, Golda Meir House I and II and Coleman House I and II, which have 199 and 150 units respectively. All of those properties are 100% project based Section 8 and PRAC (with the exception of 25 unrestricted units at Golda), and Leventhal House was syndicated with tax credits in 2007. Shillman House, a 150 unit mixed income project in Framingham, is a tax credit project financed with MassHousing bonds, Section 202 and tax credit equity which was completed in 2010. All developments are fully occupied and generate positive cash flows.

Other than Leventhal, JCHE had not refinanced any of its properties until 2013. In 2013, JCHE marked up to market and refinanced its oldest property, Ulin with a 221(d)(4) loan, which unlocked significant equity for the organization. JCHE also recently closed on the refinancing of Genesis, originally built in the mid-1970s, with a MassHousing tax exempt bond issue and tax credit equity, which will also generate significant equity to the organization. JCHE entities currently hold over \$30 million of unrestricted cash. Apart from property level financing, JCHE has no debt.

JCHE is qualified for the express purpose of undertaking the planning, development and operating of “370-384 Harvard Street”, an age-restricted apartment development in Coolidge Corner, MA. The Applicant will develop 62 rental units and retail space as required under all laws and regulations of the Commonwealth of Massachusetts.

### 2. Description of the Development

The 370-384 Harvard Street will be a new construction project comprised of a building with 62 rental units for households at a range of incomes along with supportive services above a ground floor of less than 5,000 gross square feet of retail space. The units will

range in size from 600 sf 1-bedroom units to 852 sf 2-bedroom units. 58 of the 62 units will be available to households qualifying under DHCD and 40B guidelines as low or moderate income. These units will remain affordable in perpetuity.

The bedroom mix will be as follows:

53	1-Bedrooms
9	2-Bedrooms

Preliminary architecture and engineering drawings are attached hereto under separate cover.

## **SECTION 3**

### **APPLICANT STATUS**

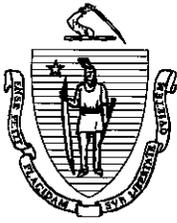
### **SECTION 3**

#### **APPLICANT STATUS**

The applicant, Jewish Community Housing for the Elderly III, Inc., is a Chapter 180 Non-Profit Corporation and an eligible applicant under 760 CMR 56.04. Pursuant to the Low Income Housing Tax Credit (LIHTC) Program administered by the Department of Housing and Community Development as the subsidizing agency, the applicant intends to enter into an Regulatory Agreement providing for the affordability of the proposed affordable units.

## **SECTION 4**

### **PROJECT ELIGIBILITY LETTER**



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

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Chrystal Kornegay, Undersecretary

September 9, 2016

Ms. Amy Schectman  
JCHE  
30 Wallingford Road  
Brighton, MA 02114

RE: 384 Harvard Street, Brookline, MA 02445– Site Approval Letter

Dear Ms. Schectman:

I am pleased to inform you that your application for project eligibility determination for the proposed 384 Harvard Street project located in Brookline, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 384 Harvard Street, Brookline, Massachusetts. This approval indicates that the proposed plan is for 62 units, 50 of which are affordable (80.6%) at no more than 60% of area median income. The proposed development will consist of 58 one-bedroom units and four two-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 384 Harvard Street project. It does create a presumption of fundability under 760CMR 56.04, and permits JCHE to apply to the Brookline Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

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

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed 384 Harvard Street project and has determined that the proposed site is an appropriate location for the project.
3. The proposed housing design is appropriate for the site.
4. The proposed project appears financially feasible in the context of the Brookline housing market.
5. The initial proforma for the project appears financially feasible and 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 One Stop submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.

6. The ownership entity will be a single-purpose entity controlled by the Applicant (JCHE) subject to limited dividend requirements, and it meets the general eligibility standards of the Low Income Housing Tax Credit program.
7. The Applicant controls the site.
8. In addition, during the review period, DHCD received the attached comments from the Town of Brookline. We anticipate that JCHE will work closely with the Town boards and officials to resolve the issues identified by the Town. We ask JCHE to update the Department on a regular basis on the discussions with the Town.

The proposed 384 Harvard Street project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. 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.

This letter shall expire two years from this date, or on September 9, 2018, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the Town of Brookline to increase its supply of affordable housing.

Sincerely,



Catherine Racer  
Associate Director

Cc: Neil Wishinkski, Board of Selectmen  
Melvin Kleckner, Town Administrator  
Alison Steinfeld, Director, Planning and Community Development Department



# TOWN of BROOKLINE

## *Massachusetts*

### BOARD OF SELECTMEN

NEIL A. WISHINSKY, Chairman  
NANCY A. DALY  
BENJAMIN J. FRANCO  
NANCY S. HELLER  
BERNARD W. GREENE

MELVIN A. KLECKNER  
Town Administrator

333 WASHINGTON STREET  
BROOKLINE, MASSACHUSETTS 02445

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[www.BrooklineMA.gov](http://www.BrooklineMA.gov)

September 8, 2016.

Catherine Racer, Associate Director  
Department of Housing and Community Development  
100 Cambridge Street  
Suite 300  
Boston, MA 02114

RE: Chapter 40B Comprehensive Permit: 384 Harvard Street, Brookline

Dear Ms. Racer:

Thank you for providing the Town of Brookline with the opportunity to submit its comments on an application for Site Approval submitted by Jewish Community Housing for the Elderly (JCHE) to construct 62 units of elderly housing at 384 Harvard Street in Brookline under G.L. Chapter 40B. We also appreciate your willingness to grant the Town an extension in order to provide the Board of Selectmen time to engage the public by conducting a public hearing on August 16, 2016.

The Town of Brookline supports the creation of affordable housing and is committed to responding to the acute need for elderly housing specifically. The Town has methodically moved to expand the supply of affordable housing while at the same time supporting the improvement of existing subsidized units. The Town has in fact invested significant resources to expand housing opportunities for vulnerable populations. Attached is a summary of recent efforts by the Town to retain, improve and expand the availability of affordable housing, together with a memorandum from Brookline's Housing Advisory Board. The Town has been successful in increasing the supply of affordable housing by supporting well-designed housing that is integrated into its environs, respects the context in which it is located, and is welcoming to the residents who occupy the units. We are pleased to work with JCHE, a mission-based housing

advocacy development entity with a long history of constructing and managing high quality, well-designed affordable housing for the elderly.

Overall, the site plan reflects JCHE's work with the neighborhood to develop a plan that accommodates the needs and concerns of abutters. That said, a number of abutters have expressed concerns about the project. We are confident that JCHE will continue to engage the neighborhood to address several outstanding issues.

While supportive of the project in general, the Board of Selectmen is concerned about the lack of sufficient parking to accommodate the needs of prospective residents, which includes parking not only for the residents themselves but for their caretakers, service providers and visitors. The Board is also very aware that additional effort is warranted to better address the relationship of the proposed development to the residents on Williams Street. The "wall effect" of the proposed building must be mitigated. Unlike Harvard Street, Williams Street is residential and therefore the façade facing existing homes must reflect the character of the neighborhood. Approaches could include, at a minimum, providing additional green space particularly along Williams Street, greater setbacks and improved articulation.

The Board of Selectmen is also concerned about the proposed creation of a drop-off area along Harvard Street. We recommend that the applicant explore approaches to accommodating deliveries within the site itself to avoid impacts on Harvard and/or Williams Streets as well as eliminating public parking spaces.

We also respectfully recommend that DHCD direct the Applicant to submit the following information prior to or as part of a Comprehensive Permit application to the Town's Board of Appeals:

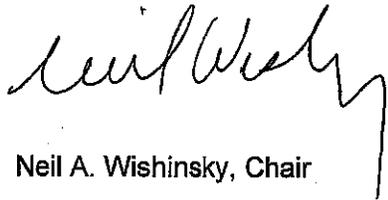
- A 3D model showing the proposed and abutting buildings
- A site plan showing abutting buildings with setbacks of the proposed building to its property lines and to abutting buildings
- A traffic and parking circulation study
- A physical indication on the lot of the building's footprint to illustrate its size and setbacks
- A comprehensive shadow study comparing and contrasting year-round shadows generated by both the existing and proposed development
- A stormwater and drainage report
- A waiver list in tabular form
- A preliminary Building Code analysis with respect to height and area compliance as well as exterior wall rating and openings.

The Board of Selectmen appreciates the willingness of JCHE to engage the neighborhood and strongly encourages it to continue to actively involve the public to identify and address their concerns as well as the specific issues raised herein by the Selectmen.

We look forward to working with JCHE to incorporate modifications into the project to improve its relationship to its environs while expanding the supply of affordable elderly housing.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Neil A. Wishinsky". The signature is written in a cursive style with a long, vertical tail stroke extending downwards.

Neil A. Wishinsky, Chair

Attachments

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# Town of Brookline

## Massachusetts

### HOUSING ADVISORY BOARD

Roger F. Blood, Chair  
Steven A. Heikin  
Michael H. Jacobs  
Karen J. Kepler  
William Madsen Hardy  
Rita McNally  
Kathy A. Spiegelman

333 Washington Street  
Brookline, MA 02445  
(617) 730-2130  
FAX (617) 730-2442

To: Brookline Board of Selectmen

From: Roger Blood, Chair *RB*  
Housing Advisory Board

Re: 384 Harvard Street  
40B Proposal by Jewish Community Housing for the Elderly

Date: August 25, 2016

As chair of the Housing Advisory Board, I want to reiterate the board's support of this project, as expressed in our joint letter to Undersecretary Kornegay of June 29<sup>th</sup> (attached). This project will provide 100% permanently affordable senior housing – a need that has been consistently identified in Brookline over the past several years. This agency has a very strong history of providing quality housing and services for low- and moderate-income seniors and we look forward to working with JCHE on its successful completion.

Thank you.



# TOWN of BROOKLINE

## *Massachusetts*

### BOARD OF SELECTMEN

NEIL A. WISHINSKY, Chairman  
NANCY A. DALY  
BENJAMIN J. FRANCO  
NANCY S. HELLER  
BERNARD W. GREENE

June 29, 2016

333 WASHINGTON STREET  
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MELVIN A. KLECKNER  
Town Administrator

Chrystal Kornegay  
Undersecretary  
Massachusetts Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02110

Dear Ms. Kornegay,

The Town of Brookline supports the Jewish Community Housing for the Elderly's (JCHE) plan for the new construction of 62 units of affordable rental housing for seniors at 384 Harvard Street in Brookline. The Town has a significant need for additional quality, affordable housing, including affordable rental housing for seniors. JCHE has actively solicited community feedback and input from the surrounding community in developing its plan for the site. The proposed project is right in the heart of Coolidge Corner and in an ideal location for affordable housing, given the site's access to public transportation, retail opportunities and services.

Over the past decade Brookline has experienced a 40% increase in the number of persons aged 55 to 64 years old and a 16% increase in the number of persons aged 65 to 74. Currently 23% of all Brookline households have at least one person aged 65+. With nearly 30% of all Brookline residents facing economic insecurity, according to the Brookline Community Foundation's recent report "Understanding Brookline", the poverty rates for persons 75+ living in Brookline have doubled since 2000 to over 17%.

At the same time, Brookline, like many other communities in Greater Boston over the past several years, has experienced a tremendous increase in housing costs. Currently 18% of all Brookline households pay more than 50% of their incomes towards housing costs. Low and moderate income households (those earning less than 80% of area median income) are affected even more significantly, with over half of those households paying more than 50% of their incomes towards rent.

In 2015, the Town's Housing Division conducted a Housing Needs Assessment for its Consolidated Plan FY2016-FY2020. In reviewing the waiting lists for affordable senior housing serving Town residents, the Division noted the following:

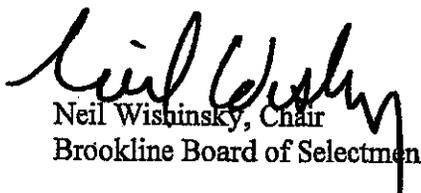
- Senior Public Housing (BHA) has wait lists of 12-18 months for priority cases which include seniors being evicted or facing homelessness or severe rent burdens.
- Center Communities of Brookline (Hebrew Senior Life) has wait lists of 2-4 years for affordable units in their mixed income developments at 100 Centre Street and 1550 Beacon Street. These wait times are lengthening as residents age in place. Wait lists at 112 Centre, which serves very low-income seniors, are even longer at 10+ years.
- JCHE's projects in Brighton, just over the Brookline border, currently have 50+ Brookline households on its wait list. Wait times are 2-3 years and the wait list for Genesis House is closed, as it is greater than 5 years.)

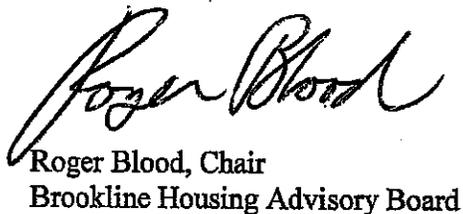
There has also been an increasing need for financial relief among low-income Brookline seniors; as an example, the Brookline Community Foundation's Safety Net program currently provides assistance to Brookline families for rent, utilities and other expenses, of which 30% are senior citizens (age 65 plus).

It is our understanding that as the 384 Harvard Street project moves forward, JCHE will be requesting both local comments in support of a project eligibility letter and funding support from the Town of Brookline. The Town will be happy to consider JCHE's request once a formal application is submitted.

We look forward to working with JCHE and DHCD on this important project.

Sincerely,

  
Neil Wishinsky, Chair  
Brookline Board of Selectmen

  
Roger Blood, Chair  
Brookline Housing Advisory Board

cc. Rebecca Frawley, Massachusetts Department of Housing and Community Development  
Amy Schectman, Jewish Community Housing for the Elderly

## TOWN OF BROOKLINE

### PREVIOUS MUNICIPAL ACTIONS TO MEET AFFORDABLE HOUSING NEEDS

The Department of Housing and Community Development's regulations for Comprehensive Permits under Chapter 40B direct that the Subsidizing Agency "tak[e] into consideration information . . . regarding municipal actions previously taken to meet affordable housing needs such as inclusionary zoning, [and] multi-family districts adopted under M.G.L. Chapter 40A...." Brookline has a robust commitment to multi-family and affordable housing, which is evident in its zoning by-laws and its funding and other support of affordable housing.

A. Multi-Family Housing in Brookline.

Brookline has nineteen (19) zoning districts that permit multi-family housing (more than a two-family structure) covering approximately 18% of the Town's land area. The impact of the Town's zoning is clear—approximately 20,360 units, or 77% of the Town's housing units, are in multi-family buildings. Approximately half of Brookline households rent their homes. Of these renters, approximately 50% pay less than 30% of household income for gross rent. This rate is comparable to that of the entire Boston – Quincy – Cambridge Metropolitan Statistical Area and the state average.

B. Affordable Housing in Brookline.

Brookline has a longstanding commitment to affordable housing and has often been cited by state officials as an exemplar community for creating and preserving opportunities for affordable and multi-family housing that address the goals of Chapter 40B. As of February, 2016, 2,410 of the Town's 26,201 year-round dwelling units (US Census, 2010), or 9.2%, qualified for the Subsidized Housing Inventory, as well as an additional 73 occupied affordable units serving households with incomes between 80% and 110% of area-median income. The current 40B-eligible units include 923 units owned and operated by the Brookline Housing Authority; 405 rental units owned by private investors; 769 rental units owned or controlled by non-profit organizations; 225 rental units permitted and/or in construction by 40B developers, and 88 owner-occupied homeownership units. Of the Chapter 40B-eligible units, a significant portion contains three or more bedrooms.

The Town has expended substantial municipal resources in support of all of its affordable housing programs and initiatives, facilitating the development and preservation of affordable housing, as more fully discussed below. Since 1992, the Town has spent more than \$20 million of Town appropriations, Housing Trust Funds, and Town controlled resources to support affordable housing. This is in addition to the more than \$10 million (\$9.7 million on operations and \$1.1 million on property modernization) expended annually by the Brookline Housing Authority. In 1987, the Town established an Affordable Housing Trust Fund, under the control of the Housing Advisory Board and the Board of Selectmen.

The Town has regularly directed a portion of the Town's Free Cash to the Trust Fund under circumstances where the unreserved Fund balance is less than \$5 million, in order to ensure that significant resources are available without need for Town Meeting action whenever opportunities to support affordable housing projects arise. In accordance with this policy, the Town deposited \$163,078 into the Trust Fund in FY2015.

In 2005, the Town completed a multi-year comprehensive planning process, which reaffirmed affordable housing as one of the Town's most important long-affordability, consistent with Chapter 40B, and an annual goal of 25 new affordable units per year through conversion or new construction. The Town has adhered to its commitment in both the creation of new affordable housing and the preservation of affordability in "expiring use buildings." Since 2002, the Town has added 257 new affordable units.

C. Brookline's Affordable Housing Policies, Programs and Initiatives.

Under the direction of the Town's Housing Advisory Board, which provides advice and recommendations on the Town's affordable housing policies and initiatives, and the Housing Division of the Town's Department of Planning and Community Development, staffed by two (2) housing professionals who are responsible for implementing housing policy, the Town has employed a multi-faceted approach to increasing and preserving the Town's affordable housing stock. As discussed below, the Town uses virtually all possible opportunities and strategies to accomplish its goals, including regulatory incentives such as inclusionary zoning policies; financial and technical assistance to non- and for-profit property owners and developers to preserve existing affordable units and create additional affordable units through conversion and new construction; tax incentives; the utilization of Chapter 40B in Town-supported affordable housing developments; and technical and financial assistance to those seeking to purchase, rent and rehabilitate affordable homes in Brookline.

1. Inclusionary Zoning.

The Town has significantly increased the number of affordable housing units in mixed-income developments through the Town's inclusionary zoning provisions set forth in Section 4.08 of the Town's zoning by-law. Adopted in 1987 and revised several times since then, these provisions require developers of residential projects with 6 or more units to offer at least 15% of the units to households with incomes under 100% of area median income. At least two-thirds of these units must meet Chapter 40B requirements, that is, serve households with incomes under 80% of area median income. In lieu of providing on-site units, developers of projects with 15 or fewer units may choose to make a cash payment to the Town's Housing Trust in accordance with a specific schedule. This cash payment is based upon a percent of the sales price of each unit minus \$125,000 (the imputed price of an affordable unit). The percent charged ranges from 3%

for a 6-unit project to 9.75% for a 15-unit project, encouraging developers at the higher end to provide on-site units.

Between 1996 and the present, these inclusionary zoning provisions have directly produced 104 affordable rental and condominium units (the majority of which serve households with incomes under 80% AMI) in 22 properties. In addition, the zoning by-law has resulted in \$6.4 million in contributions to the Town's Housing Trust Fund. This source, along with \$4.1 million in Town appropriations and \$1.4 million in investment income, has resulted in total revenues of over \$12 million to the Housing Trust since its inception in 1987. Housing Trust allocations have already leveraged much greater amounts of State, federal and private funding for Brookline projects.

Examples of projects developed under the Town's inclusionary zoning program include:

Goddard House, a 115-unit development, providing 17 below-market, assisted-living units to low- and moderate-income seniors;

Longwood Towers, the addition of 26 units to an existing rental complex, resulting in 2 new on-site affordable units and 4 affordable units in an existing building off-site;

Kendall Crescent, a 35-unit development combining preservation of a former public school and new construction, and providing 5 affordable condominium units, including one fully accessible unit;

Cypress Lofts, a newly constructed 45-unit condominium in which the Applicant retained 5 units for low-income renters.

Park Place Condominium, a newly constructed 9-unit condominium with 2 affordable units;

The Hammondswood, a newly constructed 59-unit condominium, providing 9 affordable units; and

The Parkway, a newly constructed 16-unit condominium, with 2 affordable units.

2. New Affordable Housing Development.

Brookline has provided financial support and assistance to developers of new affordable housing, including projects on private properties, as well as Town and other publicly-owned properties. These Town-funded

developments went through an extensive planning process, resulting in designs compatible with the surrounding neighborhoods as more particularly described below.

The Olmsted Hill project, completed in 2012, is located on a 4.8 acre former Town-owned reservoir site in the single-family neighborhood of Fisher Hill. After several years of community planning and developer selection, the Town partnered with New Atlantic Development Corporation, which dismantled and filled two underground reservoirs, created a subdivision, sold 10 market-rate, single-family lots, and developed an affordable condominium complex. This project contains 24 affordable two and three bedroom units in three buildings, including 12 units that will serve families with incomes up to 80% of AMI and 12 units that will serve families with incomes up to 100% of AMI. The 2 ½ -story and 3-story multi-family buildings are designed to harmonize with the surrounding single family neighborhood by resembling a large estate home and carriage house. Permanent subsidy provided by the Town for the affordable units includes \$1,273,982 in HOME funds, as well as \$820,605 from Brookline's Housing Trust, \$2,326,600 in revenue from the sale of the lots and a discount to the developer by the Town on the value of the land. All 24 units were sold with long-term deed restrictions.

In 1999, the Town began working with the Archdiocese of Boston Planning Office for Urban Affairs (POUA) to develop St. Aidan's Church as a "friendly 40B" development. POUA submitted an application to the Board of Appeals that conformed to development principles and guidelines established by community process. The 59-unit development was completed in 2009, and includes 36 affordable units (20 low-income rental and 16 homeownership units); preservation of the church building through adaptive reuse; and conservation of open space and specimen trees. The 3-to 5-story buildings are organized around common green space designed for passive and active recreation. The Town's contribution of \$6.1 million in Housing Trust, HOME and CDBG monies leveraged \$5 million in gap funding from the state and \$4.5 million from private investors under the federal Low Income Housing Tax Credit program. This project was identified by Housing and Community Development Undersecretary Aaron Gornstein during his introductory remarks at the September 28, 2012 conference on Chapter 40B, co-sponsored by DHCD and CHAPA, among others.

Most recently, the Town supported the Brookline Housing Authority in its first venture as a developer of privately owned affordable housing. The Town provided \$4.3 million towards the development of a 32-unit Low Income Housing Tax Credit project, constructed on an existing under-utilized parking lot serving the BHA's Trustman Apartments. The project was completed in December of 2015 and is now fully occupied.

3. Renovation of Existing Affordable Housing Units

The Town supports the preservation of existing affordable housing by providing funding for capital improvements. The Town regularly funds improvements at Brookline Housing Authority developments, to which it has contributed over \$2.3 million. It also has assisted various residences serving individuals with special needs, including a total of \$363,000 to Humanity House, a home for 10 developmentally disabled individuals, and \$614,000 to a Pine Street Inn project in Brookline, a lodging house at 1043-1045 Beacon Street which serves 28 low-income individuals. Federal AARA dollars were allocated by the Town for energy-saving improvements to several properties controlled by nonprofits, including properties under the umbrella of Specialized Housing, Inc., which serves disabled adults at several locations in Brookline. The Town and the BHA have proven their commitment to modernizing and improving the Town's existing affordable housing stock.

4. Redevelopment of Existing Market Rate Housing.

Brookline has provided extensive financial and technical assistance to property owners and for-profit and non-profit entities proposing to redevelop existing market rate housing into affordable housing units.

Currently the Town is working with the Pine Street Inn to rehabilitate two lodging houses at 51-53 and 55-57 Beals Street. These long term lodging houses were managed by Pine Street under a lease with the owners since 2004. Pine Street Inn was able to purchase the property in 2014 with over \$1.9 million in Housing Trust, HOME and CDBG funds from the Town. The buildings are being redeveloped into thirty-one "enhanced" single room occupancy (SRO) units including small bathrooms and mini-kitchenettes.

In 2001, the Town financed the purchase of a dilapidated lodging house at 1754 Beacon Street by the non-profit Brookline Improvement Coalition, Inc. (BIC), the Town's Community Housing Development Organization, and assisted BIC in the selection of a non-profit developer to rehabilitate, own and manage the lodging house. Pine Street Inn, the successful applicant, used the Town's investment of over \$907,000 in HOME monies to leverage an additional \$1.6 million commitment from three state sources for the rehabilitation of this historic building. The 14 rooms and efficiencies, permanently affordable for income-eligible persons, were occupied in the fall of 2003. The project has been both nationally recognized for innovative use of HOME funds and by the Massachusetts Historic Commission as an exemplary preservation project.

During the summer of 2002, the Housing Division staff learned of another deteriorated lodging house on the market at 1876 Beacon Street. After several affordable lodging house operators viewed the property, the Town agreed to support Caritas Communities, Inc., in acquiring the building. At the same time, the developer of Longyear Estates was seeking property to satisfy its off-site affordable housing obligation under the inclusionary provisions of the Town's zoning by-law. By partnering Caritas with Longyear and supporting Caritas in advocating for additional funding from state agencies, the Town was able to assure that Caritas received the \$1.1 million in gap funding required to complete the acquisition, rehabilitation and long-term affordability of another 15 S.R.O. units for lower-income individuals.

At the end of 2003, the Town was notified of the sale of a 6-family building at 154-156 Boylston Street. BIC purchased and completed the rehabilitation and occupancy of this building in 2005 with \$593,000 in Town-controlled CDBG funds, leveraging about \$500,000 in gap funding from the Massachusetts Housing Partnership.

5. Preservation of Affordability in Expiring Use and Other Projects.  
Brookline also has actively sought to preserve affordability in its existing housing stock. One strategy has been to extend affordability at the Town's "expiring use" properties.

For example, in 2001, the Town assisted the Hebrew Rehabilitation Center for the Aged (Hebrew Rehab) in connection with its acquisition and rehabilitation of the senior housing at 100 and 112 Centre Street and 1550 Beacon Street, three such "expiring use" properties. The Town's commitment of \$1 million in Housing Trust funds and an agreement to terminate the projects' 121A tax agreements gave this non-profit the competitive edge needed to purchase the properties. At that time, only about 280 of 516 units were still affordable, with a potential loss of another 160 affordable units when restrictions expired in 10 to 15 years. As a result of the Town's commitment, Hebrew Rehab acquired and modernized the properties, and is operating them under the name of Center Communities of Brookline, with at least 60% (338) units preserved as affordable for an additional 40 years.

In 2004, the Town modified its 121A tax agreement with the owner of the subsidized project at 1371 Beacon Street, resulting in the extension of the affordability of the project's 30 units until 2028. The Town also negotiated with the Board of the 116-unit Brookline Cooperative, preserving 32 units as affordable condominium units, when the Co-op converted upon the expiration of the original HUD mortgage guarantee.

In 2015, Winn Development sought to pre-pay its federally-subsidized mortgage in order to take advantage of HUD's Rental Assistance Demonstration Program, which provides better protection for existing low-income tenants. The Town negotiated with Winn to increase the number of units that will remain affordable for the next thirty years. The Town also hopes to work with the owner to preserve the 116-unit senior building on the property as permanently affordable with additional state and Town-controlled resources.

6. Other Affordable Housing Activities and Funding.

The Town actively supports affordable homeownership in several ways. It operated a first-time homebuyer down payment assistance program from 1992 until 2010. With assistance increasing over the years from a maximum of \$25,000 to a maximum of \$175,000 per buyer, the program provided over \$5 million in HOME and CDBG funds, with some of this total reflecting the recycling of loan payoffs upon resale. Since all new units are sold subject to permanent deed restrictions, the Town regularly exercises its right of first refusal by identifying eligible buyers and holding a lottery upon all unit resales.

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In short, unlike many communities in the Commonwealth, Brookline's efforts to create, promote and preserve multi-family and affordable housing have been long-standing, committed, comprehensive and effective. Brookline has committed significant Town resources to these efforts and has made measurable progress in creating and preserving affordable housing. Affordable housing that has been created in the Town is subject to permanent affordability restrictions. Through its own efforts and close cooperation with private developers, Brookline has demonstrated that affordable housing does not need to be incompatible with sound planning objectives, environmental concerns or its surrounding community.

## **SECTION 5**

**DEVELOPMENT TEAM**

**370-384 HARVARD STREET  
DEVELOPMENT TEAM**

**Applicant/Developer:** Jewish Community Housing for the Elderly III, Inc.  
30 Wallingford Road  
Brighton, MA 02135  
Contact: Zoe Weinrobe  
Phone: 617-912-8406  
Email: [zweinrobe@jche.org](mailto:zweinrobe@jche.org)

**Architect:** Prellwitz Chillinski Associates, Inc.  
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Cambridge, MA 02139  
Contact: Steve Allen  
Phone: 617-547-8120  
Email: [sallen@prellchil.com](mailto:sallen@prellchil.com)

**Civil Engineer/  
Landscape Architect:** Stantec  
226 Causeway Street, 6th Floor  
Boston MA 02114-2155  
Contact: Joe Geller  
Phone: 617-654-6054  
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**Traffic Consultant:** Stantec  
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Phone: 802-864-0223  
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**Legal Counsel – Permitting:** Law Office of Robert L. Allen, Jr. LLP  
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**Legal Counsel – Real Estate:** Nixon Peabody LLP  
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## **SECTION 6**

### **SITE CONTROL**

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made as of the 29th day of March 2016, by and between The Jewish Community Housing for the Elderly, Inc., a Massachusetts non-profit corporation existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts (the “Developer”), and Congregation Kehillath Israel, a religious corporation existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts (the “Owner”);

### RECITALS

A. The Owner issued a request for qualifications (the “RFQ”) for the development of a certain portion of the Owner’s real property located at 384 Harvard Street (the southwest corner of the intersection of Harvard Street and Williams Street) in Brookline, Massachusetts and including that portion of the Owner’s property that includes the Epstein Auditorium, which property is generally described on **Exhibit “A”** (the “Development Parcel”) and includes approximately 17,000 square feet. The exact size and location of the Development Parcel shall be determined by the Owner in consultation with the Developer during the Inspection Period as hereinafter defined. The Owner’s entire real property is referred to herein as the “Owner’s Property”. The portion of the Owner’s Property other than the Development Parcel is referred to herein as the “Sanctuary Parcel”.

B. In response to the RFQ, the Developer submitted a statement of qualifications and a brief description of a proposed development of the Development Parcel (the “Proposal”).

C. Based upon the evaluations of all responses submitted to the Owner in response to the RFQ, the Proposal submitted by the Developer was selected by the Owner.

D. Based upon negotiations between the Owner and the Developer and pursuant to the terms hereof, the Owner has agreed to convey a leasehold interest in the Development Parcel to the Developer, and the Developer has agreed to acquire a leasehold interest in the Development Parcel from the Owner for the development of the Project, as hereinafter defined, subject to the terms and conditions of this Agreement, which may differ from the terms of the Proposal.

NOW THEREFORE, in consideration of the covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct and are incorporated herein by reference and made a part hereof.

2. DEFINITIONS. Capitalized terms not specifically defined herein shall have the meaning ascribed to them elsewhere in this Agreement.

“Approved Budget” shall have the meaning ascribed to it in Section 7.4.

“Approved Plans” shall have the meaning ascribed to it in Section 7.2.

“Approved Schematics” shall have the meaning ascribed to it in Section 7.1.

“Budget” shall have the meaning ascribed to it in Section 7.4.

“Closing” shall have the meaning ascribed to it in Section 9.1.

“Closing Date” shall have the meaning ascribed to it in the Project Schedule.

“Collaboration Agreement” shall have the meaning ascribed to it in Section 3.

“Commitment” shall have the meaning ascribed to it in Section 5.1.

“Completion” shall have the meaning ascribed to it in the Project Schedule.

“Completion Date” shall have the meaning ascribed to it in the Project Schedule.

“Connection” shall have the meaning ascribed to it in Section 6.

“Construction Bonds” shall have the meaning ascribed to it in Section 8.1.5.

“Construction Contract” shall have the meaning ascribed to it in Section 7.5.1.

“Controlling Entity” shall have the meaning ascribed to it in Section 14.1.1.

“Cure Period” shall have the meaning ascribed to it in Section 5.2.

“Developer Conditions Precedent” shall have the meaning ascribed to it in Section 8.3.

“Effective Date” shall mean the date this Agreement is last executed by the Developer and the Owner.

“Equity Commitment” shall have the meaning ascribed to it in Section 7.5.2.

“Financial Terms” shall have the meaning ascribed to it in Section 3.

“Ground Lease” shall have the meaning ascribed to it in Section 3.

“Indemnitor” shall have the meaning ascribed to it in Section 13.

“Indemnitee” shall have the meaning ascribed to it in Section 13.

“Inspections” shall have the meaning ascribed to it in Section 4.1

“Inspection Period” shall have the meaning ascribed to it in the Project Schedule.

“Lenders” shall have the meaning ascribed to it in Section 7.5.2.

“Loans” shall have the meaning ascribed to it in Section 7.5.2.

“Loan Commitments” shall have the meaning ascribed to it in Section 7.5.2.

“Owner Conditions Precedent” shall have the meaning ascribed to it in Section 8.1.

“Owner Deliveries” shall have the meaning ascribed to it in Section 4.9.

“Owner’s Unavoidable Delays” shall mean delays beyond the Owner’s control (other than delays in connection with obtaining licenses, permits, and approvals from governmental authority relating to the Owner’s Work described in Section 7.8) including, without limitation, civil commotion, war, invasion, rebellion, hostility, military or usurped power, sabotage, insurrection, strikes or lockouts on an area-wide basis and not specific to the Project, riots, hurricanes, floods, earthquakes, casualties, acts of public enemy, epidemics, quarantines, restrictions, embargos and area-wide governmental restrictions.

“Permitted Exceptions” shall have the meaning ascribed to it in Section 5.1.

“Phase I Report” shall have the meaning ascribed to it in Section 4.3.

“Phase II Report” shall have the meaning ascribed to it in Section 4.3.

“Plans and Specifications” shall have the meaning ascribed to it in Section 7.2.

“Project” shall have the meaning ascribed to it in Section 6.

“Project Schedule” shall have the meaning ascribed to it in Section 3.

“Purchase Price” shall have the meaning ascribed to it in the Financial Terms set for in **Exhibit “C”**.

“Schematic Design Documents” shall mean, at a minimum, the site plan for the Project, proposed building massing and elevations for the Project, an architectural rendering for the Project of sufficient detail to allow for the evaluation of the proposed design by the Owner.

“Survey” shall have the meaning ascribed to it in Section 5.1.

“Unavoidable Delays” shall mean delays beyond the Developer’s control (other than delays in connection with obtaining licenses, permits, and approvals from governmental authority relating to the Project) including, without limitation, civil commotion, war, invasion, rebellion, hostility, military or usurped power, sabotage, insurrection, strikes or lockouts on an area-wide basis and not specific to the Project, riots, hurricanes, floods, earthquakes, casualties, acts of public enemy, epidemics, quarantines, restrictions, embargos and area-wide governmental restrictions.

3. **PROPERTY.** The property interest to be conveyed by the Owner to the Developer pursuant to the terms of this Agreement consists of the leasehold interest in the Development Parcel and all appurtenances belonging thereto, including any and all rights, privileges and easements in any way pertaining thereto, all right, title and interest of the Owner

in and to any adjoining sidewalk and in and to any adjoining street or alley. At Closing, the Owner and the Developer shall enter into a 75-year ground lease (the “Ground Lease”) and a related collaboration agreement (the “Collaboration Agreement”). The Developer shall be responsible for causing the ground lease plan to be prepared, such plan being subject to the approval of the Owner. The Ground Lease and the Collaboration Agreement must be acceptable to the Owner and the Developer and shall include, but not be limited to the following provisions: the financial terms, which shall be agreed on during the Inspection Period (the “Financial Terms”); the construction/development benchmarks as set forth in **Exhibit ”B”** attached hereto and made a part hereof, subject to extension as provided herein (the “Project Schedule”); the Developer shall deliver to the Owner any third party inspection reports received by the Developer during construction of the Project and such other Project updates as the Owner may reasonably request, as well as notices to the Developer of any issues relating to potential construction delays of greater than 30 days individually or in the aggregate, construction defects that cannot be corrected or that would cost in excess of \$50,000 individually or \$100,000 in the aggregate (with all other such defects) or budget increases in excess of the available contingency line item; any cross use agreements/licenses agreed to by the Developer and the Owner; a prohibition of any activities at the Project that would be inconsistent with the Owner’s then current use of the Sanctuary Parcel, provided, however, that the foregoing shall only apply to changes to the Project since the Closing; the Developer’s indemnification of the Owner relating to the Project; the Owner shall not be required to subordinate the Owner’s fee simple interest in the Owner’s Property; the Developer shall not allow any liens against the Owner’s fee simple interest in the Owner’s Property; the construction of the Project shall not interfere with the Owner’s then current use of the Sanctuary Parcel; the Developer shall comply with the Owner’s reasonable requests regarding dust mitigation and protection of the Sanctuary Parcel and the buildings thereon, including but not limited to, stained glass windows; outside of normal business hours on normal business days, the Owner shall have reasonable approval rights of days and hours that the Developer may construct the Project, including prohibitions on construction during certain Jewish Holidays (with said holidays specified in an addendum to this agreement by June 2016); the Developer shall have shared rights in the driveway to the rear of the Epstein Building. The substantially final form of the Ground Lease and the Collaboration Agreement shall be agreed upon by the Owner and the Developer during the Inspection Period. If they cannot agree within such period (unless the parties agree otherwise), this Agreement shall terminate, except for such indemnity provisions as survive termination.

#### 4. INSPECTION PERIOD.

4.1 Inspections. The Developer shall have the right to perform, at the Developer’s sole cost and expense, such investigations and inspections of the Development Parcel as the Developer, in the Developer’s sole and absolute discretion deems appropriate, including, without limitation, soil tests, zoning investigations, utility availability and environmental matters (collectively the “Inspections”) to determine whether the Development Parcel is acceptable to the Developer, in its sole discretion. Prior to the commencement of on-site Inspections, the Developer shall keep the Owner generally informed as to such Inspections, and shall provide advance written notice to the Owner of any on-site Inspections, which written notice shall provide reasonable detail regarding the type and scope of Inspection(s) to be performed and the scheduled date and time for such Inspection(s) and provide the Owner the

opportunity to have a representative from the Owner present at any such Inspection(s). Notice of any invasive or destructive testing shall be given at least three (3) business days in advance and Owner shall have the right to reasonably delay such testing in the event of possible conflict or interference with Owner's interim use of the building. The Developer shall conduct such Inspection(s) in a manner so as to not interfere with the current use of the Owner's Property.

4.2 Restoration. Following any such Inspections, the Developer shall promptly restore the Owner's Property to the condition existing immediately prior to such Inspections to the extent reasonably practicable. If the Owner's Property cannot be fully restored, the Developer shall make such repairs as may be determined by the Owner and shall indemnify the Owner from any loss of value of the Owner's Property arising from any damage caused by the inspections that cannot be restored. The Inspections shall be conducted in accordance with all applicable laws and by licensed and insured professionals and the Developer shall cause its inspectors to obtain, at the Developer's sole cost and expense, any and all licenses and permits required to conduct the Inspections, as applicable.

4.3 Environmental Audit. Should the Developer conduct a Phase I environmental audit ("Phase I Report") and such audit reflects a recommendation for further environmental audits (a "Phase II Report"), the Owner acknowledges that the Developer shall, after the Owner's prior written approval, be authorized, at the Developer's sole cost and expense, to obtain the Phase II Report during the Inspection Period.

4.4 Disclosure. The Developer agrees that in the event the Developer is obligated to notify, under applicable laws, any federal, state or local public agencies of any conditions at the Development Parcel as a result of the Inspections performed by the Developer, its agents, employees, contractors and/or representatives, the Developer shall promptly notify the Owner and, upon the Owner's request, provide the Owner with any pertinent reports, written material or other evidence of the condition requiring such disclosure, if any. Any required disclosures or notifications shall be made directly by the Owner, if deemed necessary thereby, and not the Developer, to any such public agencies, unless the Developer is required to make such disclosures by applicable law, and the Owner fails to timely make such disclosures.

4.5 Indemnification. The Developer shall assume all risks associated with the Inspections and agrees to indemnify and hold harmless the Owner of, from and against any and all costs, losses, claims, damages, liabilities, expenses and other obligations (including, without limitation reasonable attorney's fees and court costs) arising from, out of or in connection with or otherwise relating to the Inspections, including, without limitation, the entry by any one or more of the Developer's agents, employees, contractors and other representatives in or upon the Development Parcel for the purpose of the Inspections. The foregoing indemnification obligations of the Developer shall survive the expiration or termination of this Agreement.

4.6 Insurance. The Developer shall, prior to entering the Development Parcel and performing any Inspections, provide to the Owner evidence of insurance by the Developer and its contractors, as applicable, as specified on **Exhibit "D"** attached hereto, insuring against any liability by any one or more of the Developer, its agents, employees, contractors or other representatives arising from, out of or in connection with or otherwise relating to the entry by

any one or more of the Developer, its agents, employees, contractors or other representatives in or upon the Development Parcel for the purpose of the Inspections. The Developer shall provide the Owner with a certificate of insurance evidencing such insurance coverage, naming the Owner as additional insured thereon and which insurance coverage shall be kept in force until (a) the expiration or early termination of this Agreement or; (b) until completion of construction of the Project.

4.7 Acceptance of Development Parcel. If for any reason whatsoever the Developer, in its sole discretion, determines during the Inspection Period that it does not wish to proceed with the transaction contemplated by this Agreement, the Developer shall have the absolute right to terminate this Agreement by giving written notice of such termination to the Owner in the manner hereinafter provided to give notices prior to the expiration of the Inspection Period. Upon the Owner's receipt of such notice prior to the end of the Inspection Period, this Agreement shall be deemed terminated and of no further force and effect and the parties shall be released and relieved from any liability or obligations hereunder, except for those obligations which expressly survive termination. If the Developer does not terminate this Agreement prior to the expiration of the Inspection Period, then it shall be presumed conclusively that the Developer has had adequate opportunity to review and inspect all portions of the Development Parcel, including, without limitation, the environmental condition of the Development Parcel and the Developer has determined that the condition of all portions of the Development Parcel are satisfactory to the Developer and the Developer has accepted every portion of the Development Parcel in its "AS IS, WHERE IS, WITH ALL FAULTS" condition.

4.8 No Lien. The Developer shall not create or permit to be created any mechanic's liens upon the Owner's Property, or any part thereof, as a result of the Inspections. If any lien shall at any time be filed against the Owner's Property, or any part thereof in connection with the Inspections, the Developer shall cause same to be discharged or transferred to bond in accordance with applicable laws within thirty (30) days after the Developer first becomes aware that such lien has been recorded against the Owner's Property. This provision shall survive the expiration or termination of this Agreement.

4.9 Owner Deliveries. Prior to the date of this Agreement, the Owner has provided to the Developer copies of all surveys and other materials which the Owner has been able to locate with respect to the Development Parcel (collectively the "Owner Deliveries"). Any reliance upon the Owner Deliveries is at the sole risk of the Developer and the Owner makes no representations or warranties, express or implied, with respect to the accuracy or completeness of the Owner Deliveries, and any reliance upon same is at the sole risk of the Developer.

4.10 Disclaimer of Representations by the Developer. The Developer hereby expressly acknowledges and agrees that, except as specifically provided in this Agreement:

4.10.1 The Owner makes and has made no warranty or representation whatsoever as to the condition or suitability of the Development Parcel for the Project, as hereinafter defined.

4.10.2 The Owner makes and has made no warranty, express or implied, with regard to the accuracy or completeness of any information furnished to the Developer, and the Owner shall not be bound by any statement of any broker, employee, agent or other representative of the Owner.

4.10.3 The Owner has made no representations, warranties or promises to the Developer not explicitly set forth in this Agreement. The representations, warranties and agreements of the Owner set forth in this Agreement shall not survive the closing.

4.10.4 The Owner has made no representations or warranties, express or implied, with regard to the neighborhood surrounding the Development Parcel, or as to the precise type or quality of improvements that may be constructed within such neighborhood or the timing thereof.

4.10.5 The Owner makes and has made no representation or warranty, express or implied, concerning any portion of the Development Parcel, its condition or other things or matters directly or indirectly relating thereto or hereto, including, without limitation, no warranty as to merchantability or fitness for any particular purpose or relating to the absence of latent or other defects.

4.11 Copies of Reports. The Developer shall provide the Owner with copies of all third party reports relating to the Inspections upon request within 10 days, and upon any termination of this Agreement, so long as the third party providers permit the distribution of such reports.

## 5. TITLE AND SURVEY.

5.1.1 The Developer shall obtain a title insurance commitment (the "Commitment") and a survey (the "Survey") of the Development Parcel, at the Developer's sole cost and expense. The Commitment and the Survey shall show the Owner to be vested in fee simple title to the Development Parcel, subject to each of the following (the "Permitted Exceptions"):

5.1.2 Ad valorem real estate taxes and assessments for the year of Closing and subsequent years.

5.1.3 All applicable laws, ordinances and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances and regulations.

5.1.4 Any matters arising by, through, or under the Developer.

5.2 Title Review. The Developer shall have until the end of the Inspection Period to obtain and examine the Commitment and the Survey. The Developer shall promptly provide the Owner with a copy of the Commitment and the Survey upon the Developer's receipt of same. The Survey shall be certified to the Developer and the Owner. If the Commitment and Survey reflect defects in the title to the Development Parcel, the Developer shall, no later than

the expiration of the Inspection Period, notify the Owner in writing of the defect(s). If the Developer fails to give the Owner written notice of the defect(s) prior to the end of the Inspection Period, the defect(s) shown in the Commitment and the Survey shall be deemed to be waived as title objections and same shall be deemed to constitute Permitted Exceptions for all purposes under this Agreement. If the Developer has given the Owner written notice of defect(s), other than the Permitted Exceptions, prior to the end of the Inspection Period, the Owner shall elect within ten (10) days after receipt of written notice of the title defect(s) whether the Owner will elect to attempt to cure the title defect(s); provided, however, that the Owner shall discharge any lien(s), judgment(s) or other matters affecting title to the Development Parcel that are in a liquidated amount, provided that as to liens, judgments or other matters not voluntarily entered into by the Owner, the Owner shall not be required to expend more than \$50,000 discharging such liens, judgments or other matters. If the Owner does not elect to cure the title defect(s), the Developer shall have the option, to be exercised within ten (10) days after the Developer receives written notice from the Owner that the Owner has elected not to cure the title defect(s), of either (i) waiving the defect(s), in which event the defect(s) shall be deemed to constitute a Permitted Exception under this Agreement, or (ii) terminating this Agreement, in which event the parties shall be released from any further obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement. If the Owner elects to attempt to cure the title defect(s), the Owner shall have sixty (60) days from receipt of the written notice of defect(s) to use commercially reasonable efforts to cure same (the "Cure Period"). The Owner shall not be required to commence litigation to resolve any matters. In the event the Owner attempts to cure the title defects and the Owner is not able to cure the defect(s) prior to the end of the Cure Period, the Developer shall have the option, to be exercised within ten (10) days after the end of the Cure Period, of either (i) waiving the defect(s), in which event the defect(s) shall be deemed to constitute a Permitted Exception under this Agreement, or (ii) terminating this Agreement, whereupon the parties shall be released from any further obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement.

5.3 In the event of any new title defect(s) arising from and after the effective date of the Commitment and prior to the Closing Date, the Owner shall use commercially reasonable efforts to cure such title defect(s) within ten (10) days, if practicable, and in any event prior to the Closing Date. The Owner shall discharge any lien(s), judgment(s) or other matters affecting title to the leasehold interest in the Development Parcel that are in a liquidated amount, provided that as to liens, judgments or other matters not voluntarily entered into by the Owner, the Owner shall not be required to expend more than \$50,000 discharging such liens, judgments or other matters. The Owner shall not be required to bring any lawsuit(s) to cure any title defect(s) or expend any funds to cure any title defect(s) that is not in a liquidated amount. In the event that the Owner is unable to cure the title defect(s) prior to the Closing Date after using commercially reasonable efforts, the Developer shall have the option on the Closing Date of: (i) waiving the title defect(s) and accepting title "as is" whereupon the title defect(s) will be deemed to constitute a Permitted Exception under this Agreement; or (ii) terminating this Agreement, whereupon the parties shall be released from all further obligations under this Agreement, except for those obligations that expressly survive the termination of this Agreement.

6. PROJECT DESCRIPTION. The “Project” shall consist of a number of residential units for the elderly of a size, scale and quality reasonably acceptable to the Owner, and in a sufficient amount to make the Project economically viable, as determined by the Developer. The Project will have a sufficient number of parking spaces to comply with applicable law, and will also include commercial space, which shall be used only in a manner compatible with the Owner’s then-current use of the Sanctuary Parcel and of a compatible size and quality, all determined in the Owner’s sole but reasonable discretion but not unreasonably delayed. Developer is suggesting the following commercial uses: kosher café/restaurant with beer/wine incidental to the café/restaurant; bakery; gallery; exercise studio, toy, clothing, book, art or jewelry retail; bank (ATM only) or other uses reasonably acceptable to the Owner. Developer will work with Owner to make the commercial space a successful and integral component of the total campus. Some of the parking spaces in the Project shall be available for the use of the Owner and its invitees. The Owner has requested six (6) spaces reserved for Owner; the Developer has offered no spaces; the parties will negotiate in good faith to resolve this matter prior to the end of the Inspection Period. The Project shall also have a number of amenities, some of which may be shared with the Owner. All of this will be agreed upon as soon as possible during the Inspection Period. The Collaboration Agreement will provide further details regarding the Project amenities. The Project shall be constructed on the Development Parcel and is currently intended to be partially financed by federal low income housing tax credits. The Owner and the Developer currently anticipate that the Project shall be connected to the Owner’s current improvements on the Sanctuary Parcel by one or more internal walkways (collectively, the “Connection”) in a manner, size and quality satisfactory to the Owner in its reasonable discretion.

7. PROJECT DEVELOPMENT.

7.1 Approval of Schematic Design Documents by the Owner. Developer intends to work in an iterative fashion with the Owner on plans. During the design period, the project architects will confer, advise and otherwise comment on design progress of the complementary project. In sum, within sixty (60) days from the Effective Date, the Developer shall submit to the Owner for review and approval the height, massing, size, footprint, all exterior finishes, design, connections and landscaping elements (collectively, “Major Elements”) of the Schematic Design Documents. Design shall be limited to exterior design, interior if visible to the outside, and design of the Connection. The Developer agrees to modify the Schematic Design Documents as necessary to address the reasonable requirements of the Owner. The Developer understands and agrees that the Owner has a strong vested interest in the total campus and in the design, construction and operation of the Project and its close proximity to Congregation Kehillath Israel, which is of primary importance to the Owner. Owner’s reasonableness in approving or disapproving matters under this Section 7 shall be judged in light of such special considerations. The Developer shall provide the Owner such additional back-up information as the Owner may reasonably request to enable the Owner to analyze all relevant aspects of the Project as reflected in the Schematic Design Documents. The Owner shall use reasonable efforts to approve or disapprove same within twenty-one (21) days from the receipt of the Schematic Design Documents. In the event of disapproval, the Owner shall specify the reasons for such disapproval. In the event of disapproval, the Developer shall modify the Schematic Design Documents, as appropriate, to address the comments and concerns of the

Owner. Any resubmission shall be subject to reasonable approval by the Owner in accordance with the procedure outlined above for the original submission until same is reasonably approved by the Owner. The Owner and the Developer shall proceed in good faith to attempt to resolve any disputes regarding the Schematic Design Documents. The Schematic Design Documents approved by the Owner shall be referred to as the “Approved Schematics”. The Approved Schematics will be the basis of the submittal to the Brookline Zoning Board of Appeal (“ZBA”) for a comprehensive permit. To the extent the Approved Schematics are modified, as part of the 40B process, in a manner that changes the Major Elements, of the Project or impacts the Connection, such modified Schematic Design Documents shall be subject to the reasonable approval of the Owner. The Owner shall use reasonable efforts to approve or disapprove changes within ten (10) days from the receipt of the modified Schematic Design Documents. In the event of disapproval, the Owner shall specify the reasons for such disapproval. In the event of disapproval, the Developer shall modify the Schematic Design Documents, as appropriate, to address the comments and concerns of the Owner, understanding that such modifications will likely require the approval of the ZBA. Any resubmission shall be subject to reasonable approval by the Owner in accordance with the procedure outlined above for the original submission until same is reasonably approved by the Owner. The Owner and the Developer shall proceed in good faith to attempt to resolve any disputes regarding the Schematic Design Documents.

7.2 Construction Documents. As soon as practicable after issuance of a comprehensive permit by the ZBA, the Developer shall submit to the Owner for its review and reasonable approval the plans and specifications for the construction of the Project, which shall be of sufficient detail to allow the Developer to apply for a building permit for the Project (“Plans and Specifications”). The Plans and Specifications shall be subject to the reasonable approval of the Owner, which approval shall not be unreasonably withheld, and such approval shall be given if the Owner determines the Plans and Specifications are consistent with the Approved Schematics and where substantive material changes to the Major Elements have been made, the Developer agrees to make modifications to the Plans and Specifications to satisfy the reasonable requests of the Owner. The Developer shall provide to the Owner such additional back-up information as the Owner may reasonably request to enable the Owner to analyze the Plans and Specifications. The Plans and Specifications approved by the Owner shall be referred to as the “Approved Plans”.

7.3 Construction. The Developer shall cause the Project to be constructed substantially in accordance with the Approved Plans. All proposed changes to the Approved Plans shall be promptly submitted to the Owner. The Owner shall have approval rights with respect to the changes to the Approved Plans to the extent such changes to the Approved Plans materially change the Major Elements or materially impact the Connection. The materiality of a change or impact shall be determined by the Owner its sole but reasonable discretion. Any such approval of the Owner shall not be unreasonably withheld, delayed or conditioned. The Owner shall use reasonable efforts to approve or disapprove same within ten (10) days from the receipt of any proposed changes to the Approved Plans.

7.4 Project Budget. Prior to the Closing, the Developer shall submit to the Owner for review and approval, which approvals shall not be unreasonably withheld, conditioned or delayed, a detailed line item budget reflecting all hard and soft costs anticipated to

be incurred by the Developer in connection with the Project and containing all of the applicable Financial Terms (the “Budget”). The Developer shall provide to the Owner such additional back-up information as the Owner may reasonably request to enable the Owner to analyze all aspects of the Budget. The Owner shall use reasonable efforts to approve or disapprove same within fifteen (15) business days after receipt of the Budget. The Budget, if approved by the Owner, shall be deemed the “Approved Budget”. The Owner acknowledges that as is typical in the real estate development context, the Approved Budget will likely change over time, and the Owner shall not have approval rights over such changes except to the extent (i) there are not sufficient sources of dedicated funds to pay for the Project or (ii) such changes would materially affect the viability or quality of the Project, including changes that require changes to the Major Elements or impact the Connection.

7.5 Development of Project. As soon as available, the Developer shall submit to the Owner for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, the following:

7.5.1 Construction Contract. The construction contract for the Project (the “Construction Contract”), together with the “schedule of values” for the Project. The Construction Contract shall be with a quality construction contractor reasonably acceptable to the Owner. Any change in the general contractor or the architect must be reasonably approved in writing by the Owner. The current architect is Prellwitz Chilinski Associates, Inc.

7.5.2 Loan and Equity Commitments. A loan commitment for a construction loan (the “Construction Loan”) from a financial institution (the “Construction Lender”), loan commitments for subordinate loans (the “Subordinate Loans”) from nonprofit entities or governmental agencies (the “Subordinate Lenders”), a loan commitment for a permanent loan (the “Permanent Loan”) from a financial institution (the “Permanent Lender”), collectively evidencing all construction and permanent financing for the development of the Project (collectively, the “Loan Commitments”) and an equity commitment (the “Equity Commitment”) for an equity investment in the entity that will own and develop the Project. The Construction Loan, the Subordinate Loans and the Permanent Loan are collectively referred to as the “Loans”. The Construction Lender, the Subordinate Lenders and the Permanent Lender are collectively referred to as the “Lenders”. The Loan Commitments and the Equity Commitment shall demonstrate to the reasonable satisfaction of the Owner that the Developer has sufficient funding available to complete the Project in accordance with the Approved Plans and the Approved Budget.

7.6 Owner Approval. The Owner shall use reasonable efforts to approve or disapprove same after receipt of each of the items required in Sections 7.1 through 7.5. In the event of disapproval of any such item, the Owner shall specify the reasons for such disapproval. In such event, the Developer shall address the comments and concerns of the Owner to amicably resolve any disputes. The Owner shall approve the Budget and the items set forth in Section 7.5 as long as such items show, in the Owner’s reasonable discretion, the Project’s financial feasibility and sustainability.

7.7 Project Schedule. Subject to Unavoidable Delay, the Developer shall meet each of the timing requirements set forth in the Project Schedule.

7.8 Owner's Work. The Owner shall use reasonable efforts to substantially complete the renovation and new construction on the Sanctuary Parcel and vacate the Development Parcel by October 1, 2017, subject to Owner's Unavoidable Delays or Abandonment (as defined below). As of the date hereof, the Owner expects to begin construction on the Sanctuary Parcel in the second quarter of 2016, subject to receipt of financing and permitting. Owner shall keep Developer fully informed regarding Owner's efforts and progress in this regard. If the Owner has not commenced construction by September 1, 2016, as it may be extended ("Abandonment"), either party hereto may terminate this Agreement. The parties acknowledge that for purposes of determining "Abandonment", the Owner's commencement of exterior masonry and roof repairs shall not be deemed commencement of the renovation and new construction on the Sanctuary Parcel, but rather only the commencement of substantial interior renovations and new construction will count as commencement for purposes of determining "Abandonment". Notwithstanding the foregoing, if Owner provides notice to Developer by June 30, 2016 that Owner will not be able to achieve the date set forth in the first sentence of this Section 7.8, then such date (as well as the date set forth in the fourth sentence of this Section 7.8 regarding commencement of construction and the dates set forth in the Project Schedule) shall be extended for a time period of not less than six months or more than 12 months, as is set forth in such notice from Owner to Developer. Further, if Owner does not complete the renovations by October 1, 2017 (as extended pursuant to the prior sentence) then the dates set forth in the Project Schedule shall be extended for a time period equal to the amount of time after October 1, 2017 (as extended pursuant to the prior sentence) until the renovation and new construction are completed and the Development Parcel vacated.

7.9 Meetings. Representatives of the Owner and the Developer shall meet at least once per month (or more frequent if needed), either by phone or in person, to keep each other informed regarding the Project and each parties' obligations under this Agreement, including without limitation the Developer's predevelopment activities and the Owner's obligations under Section 7.8. The initial representatives of the Owner and the Developer shall be James Koningisor and Rhonda Spector, respectively. Either party may change its representative at any time by notice to the other, subject to the reasonable approval of the other. The Developer hereby approves Marc Plonskier as a successor representative of the Owner, and the Owner hereby approves Lizbeth Heyer as a successor representative of the Developer. The Owner and the Developer agree that the development of this Project, commencing with the production of the Schematic Design Documents and the Plans and Specifications (which will include the building, the Connection and open spaces) will be an iterative and transparent process, with the goal that when the Developer provides the draft of the Schematic Design Documents and of the Plans and Specifications (and drafts of any other required deliverables) to the Owner, there will be no surprises.

8. CONDITIONS PRECEDENT.

8.1 The obligation of the Owner to close the transaction contemplated by this Agreement is subject to the satisfaction or waiver of the following conditions precedent (the “Owner Conditions Precedent”):

8.1.1 Pursuant to the terms of this Agreement, the Owner shall have approved the Budget, the Plans and Specifications, the Construction Contract, the Collaboration Agreement, the Ground Lease, the Loan Commitments and the Equity Commitment.

8.1.2 The Owner shall have completed the renovation and new construction on the Sanctuary Parcel to the level necessary to allow the Owner to vacate the Development Parcel, and Owner shall have vacated the Development Parcel.

8.1.3 The Construction Lender and the Subordinate Lenders are prepared to close the Construction Loan and the Subordinate Loans, respectively, in accordance with terms of the Loan Commitments and such Loans shall close simultaneously with the Closing.

8.1.4 The equity investor(s) is prepared to close the equity investment in accordance with the terms of the Equity Commitment, which closing shall happen simultaneously with the Closing.

8.1.5 The Developer shall have provided to the Owner payment, performance and lien bonds in form and substance reasonably satisfactory to the Owner in an amount equal to one hundred percent (100%) of the construction costs for the Project, which shall be issued by a surety having a credit rating of “A” or higher with a financial strength of X or higher (the “Construction Bonds”). The Construction Bonds shall insure lien-free completion of the Project.

8.1.6 The Developer shall have obtained a building permit to enable the Developer to construct the Project in accordance with the Approved Plans or provided the Owner with evidence that the building permit for construction of the Project, in accordance with the Approved Plans, is ready to be issued only upon payment of the building permit fee and impact fees

8.1.7 The Developer shall have complied with the deadlines set forth in the Project Schedule, including a Closing on or before December 31, 2018, subject to extension as is set forth in this Agreement.

8.2 In the event the Owner Conditions Precedent are not satisfied or waived by the Owner on or before the Closing Date, then the Owner may either (i) terminate this Agreement in which event the parties shall be released from all further obligations under this Agreement except for the obligations under this Agreement which expressly survive the termination of this Agreement, or (ii) waive the condition and proceed in accordance with this Agreement. Notwithstanding the foregoing, except in the case of Abandonment, the Owner shall not be entitled to terminate this Agreement on account of its failure timely to complete the renovation and new construction on the Sanctuary Parcel, the Owner’s sole remedy in such event being an extension of the Closing Date to allow for such construction to be completed.

8.3 The obligation of the Developer to close the transaction contemplated by this Agreement is subject to the satisfaction or waiver of the following conditions precedent (the “Developer Conditions Precedent”):

8.3.1 The Owner shall have substantially completed the renovation and new construction on the Sanctuary Parcel to a degree sufficient to allow the Owner to vacate the Development Parcel, and Owner shall have vacated the Development Parcel.

8.3.2 The Construction Lender and the Subordinate Lenders are prepared to close the Construction Loan and the Subordinate Loans, respectively, in accordance with terms of the Loan Commitments and such Loans shall close simultaneously with the Closing.

8.3.3 The equity investor(s) is prepared to close the equity investment in accordance with the terms of the Equity Commitment, which closing shall happen simultaneously with the Closing.

8.3.4 The Developer shall have obtained all permits and approvals it deems necessary to enable the Developer to construct the Project in accordance with the Approved Plans, except that with respect to the building permit, this condition shall be satisfied if the building permit is ready to be issued only upon payment of the building permit fee and impact fees.

8.4 In the event the Developer Conditions Precedent are not satisfied or waived by the Developer on or before the Closing Date, then the Developer may either (i) terminate this Agreement in which event the parties shall be released from all further obligations under this Agreement except for the obligations under this Agreement which expressly survive the termination of this Agreement, or (ii) waive the condition and proceed in accordance with this Agreement.

## 9. CLOSING DATE.

9.1 Closing. The closing of the transaction contemplated by this Agreement (the “Closing”) shall occur on the Closing Date pursuant to the terms of the Project Schedule, time being of the essence. If the Closing has not occurred on or before the outside date set forth in the Project Schedule, this Agreement will terminate and be of no further force or effect unless the parties agree, in their sole and absolute discretion, to extend such outside date for Closing. On the Closing Date the following shall occur provided all of the Conditions Precedent have been satisfied or waived:

9.1.1 The Owner shall deliver to the Developer at Closing:

9.1.1.1 The Collaboration Agreement, the Ground Lease and a related Memorandum of Ground Lease.

9.1.1.2 Evidence of authority to close the transaction and execute and deliver the appropriate closing documents.

9.1.1.3 A no lien, gap and possession affidavit.

9.1.1.4 Such other documents as the title company may reasonably request.

9.2 The Developer shall deliver to the Owner or cause to be delivered to the Owner at Closing:

9.2.1 The Purchase Price.

9.2.2 Evidence of authority to close the transaction and execute and deliver the appropriate closing documents.

9.2.3 The Collaboration Agreement, the Ground Lease and a related Memorandum of Ground Lease.

9.2.4 The Construction Bonds.

9.2.5 Such other documents as the title company may reasonably request.

9.3 The documentary stamp tax and surtax, if any, to be affixed to the Memorandum of Ground Lease shall be paid by the Owner. The cost for recording the Memorandum of Ground Lease shall be paid by the Developer. Each party shall bear the cost of the fees of their own respective attorneys and other professionals and the cost of their own respective performance under this Agreement.

10. REPRESENTATIONS OF OWNER. The Owner makes the following representations to the Developer:

10.1 The Owner is duly organized and validly existing under the laws of the Commonwealth of Massachusetts and has full power and capacity to own its properties, to carry on its business as presently conducted by the Owner, and to perform its obligations under this Agreement.

10.2 The Owner's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the Owner is a party or by which the Owner or the Owner's Property may be bound or affected, except for such approvals required by this Agreement.

10.3 This Agreement constitutes the valid and binding obligation of the Owner, enforceable against the Owner, and its successors and assigns, in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

10.4 There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Owner pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Owner which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

11. DEVELOPER'S REPRESENTATIONS. The Developer makes the following representations to the Owner as follows:

11.1 The Developer is duly organized and validly existing under the laws of the Commonwealth of Massachusetts duly qualified to transact business in the Commonwealth of Massachusetts, and has full power and capacity to lease the Development Parcel, to carry on its business as presently conducted, and to enter into the transactions contemplated by this Agreement.

11.2 The Developer has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein.

11.3 The Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the Developer is a party or by which the Developer or the Developer's property may be bound or affected, except for such approvals required by this Agreement.

11.4 This Agreement constitutes the valid and binding obligation of the Developer, enforceable against the Developer, and its successors and assigns, in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

11.5 There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Developer pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Developer which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

11.6 The Developer has the necessary prior experience in developing projects similar to the Project.

12. DEFAULT.

12.1 Developer Failure to Perform. In the event the Developer fails to meet the dates set forth in the Project Schedule or defaults under this Agreement, which default is not cured within thirty (30) days of written notice from the Owner or such longer period of time not

to exceed sixty (60) days if the default by its nature cannot be cured within thirty (30) days provided the Developer commences the curative action within the thirty (30) day period and diligently pursues the cure, without any default on the part of the Owner, the Owner, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and to collect from the Developer liquidated damages in the amount of \$100,000. If the Developer does not pay such liquidate damages within thirty (30) days after receipt of notice from the Owner that such liquidated damages are due, the Owner shall also be entitled to collect its attorneys fees and costs incurred in collecting such liquidated damages plus interest at the rate of eight percent (8%) per annum from the date of Owner's notice until such amount is paid in full.

12.2 Owner Failure to Perform. In the event the Owner defaults under this Agreement, which default is not cured within thirty (30) days of written notice from the Developer or such longer period of time reasonably required, not to exceed sixty (60) days (or 120 days if the default relates to the Owner's completion of construction and vacation of the Development Parcel) if the default by its nature cannot be cured within thirty (30) days provided the Owner commences the curative action within thirty (30) days and diligently pursues the cure, without any default on the part of the Developer, the Developer, as its sole and exclusive remedy, shall be entitled either (i) to terminate this Agreement in which event the parties shall be released from all further obligations under this Agreement except for the obligations that expressly survive the termination or (ii) to sue for specific performance to enforce the terms of this Agreement. The Developer waives any other remedies it may have against the Owner at law or in equity as a result of a breach of this Agreement by the Owner, including without limitation the right to seek damages against the Owner.

13. BROKERS. The parties each represent and warrant to the other that there are no real estate broker(s), salesman (salesmen) or finder(s) involved in this transaction. If a claim for commissions in connection with this transaction is made by any broker, salesman or finder claiming to have dealt through or on behalf of one of the parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("Indemnatee"), and Indemnatee's officers, directors, agents and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim for commissions.

14. ASSIGNABILITY.

14.1 This Agreement may not be assigned, directly or indirectly, in whole or in part, without the prior written approval of the Owner, which approval may be granted or withheld by the Owner in its sole and absolute discretion. Notwithstanding the foregoing, the Developer shall form a single purpose entity to enter into the Ground Lease and Collaboration Agreement. The Developer shall not need the Owner approval of this, so long as the sole or controlling general partner or managing member of such entity is owned and controlled by the Developer. The Developer shall provide the Owner with certified copies of such entity's organizational documents.

14.2 Upon approval of the assignment of this Agreement by the Owner in accordance with Section 14.1 and the assumption of all of the duties and obligations under this

Agreement from and after the date of such assignment by the assignee, the Owner may release the Developer from any further obligations under this Agreement arising from and after the date of such assignment.

15. NOTICES. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Developer:

Jewish Community Housing for the Elderly  
30 Wallingford Road  
Brighton, MA 02135  
Attention: Amy Schectman, President and CEO

With a copy to:

Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110  
Attention: Paul E. Bouton, P.C.

If to the Owner:

Congregation Kehillath Israel  
384 Harvard Street  
Brookline, MA 02446  
Attention: Rabbi and President of Board of Trustees

With a copies to:

The Gatehouse Group  
120 Forbes Blvd., Suite 180  
Mansfield, MA 02048  
Attention: Marc S. Plonskier

Nolan Sheehan Patten LLP  
101 Federal Street, 18th Floor  
Boston, MA 02110  
Attention: Stephen M. Nolan

Koningisor, Luciano & Associates, Inc.  
24 Lakeview Road  
Framingham, MA 01701  
Attention: James E. Koningisor

Notices personally delivered shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given upon receipt or the date delivery is refused.

16. MISCELLANEOUS.

16.1 This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts. The parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against either of the parties hereto.

16.2 In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

16.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

16.4 In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

16.5 In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

16.6 All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

16.7 Time shall be of the essence for each and every provision of this Agreement.

16.8 This Agreement may not be recorded in the public records.

16.9 In the event the Developer does not terminate this Agreement during the Inspection Period, from and after the preliminary approval of the Schematic Design Documents by the Owner and prior to the submission of an application to the ZBA for a comprehensive permit, the Owner shall use reasonable efforts to execute any documents and/or applications reasonably requested by the Developer which are required to be executed by the record owner of the Development Parcel in connection with any zoning or land use approval or permit applications required to be obtained by the Developer for the Project to enable to the Project to be developed in accordance with the terms of the Schematic Design Documents, provided such documents and applications do not impose any financial obligations or liability upon the Owner.

16.10 Except as otherwise provided herein, this Agreement shall terminate upon the Closing. Any representations, warranties and covenants that are intended to survive the Closing shall be set forth in the Ground Lease or the Collaboration Agreement.

16.11 It is expressly agreed and understood between the Owner and the Developer that the Developer, in entering into this Agreement and carrying out its obligations hereunder, is an independent contractor working for itself and is not, shall not be deemed to be and shall not hold itself out as an agent, joint venturer, legal representative or employee of the Owner. The Developer is not granted any right or authority to assume or to create any obligation, liability or responsibility, express or implied, on behalf of or in the name of the Owner, to bind the Owner in any manner to any contractual or other undertaking whatsoever or to accept payment from any party of any obligation owing to the Owner. The Developer shall be responsible for all costs it incurs in performing its obligations under this Agreement and the Owner shall not have any liability for any debts or other obligations that the Developer may incur in rendering such performance. Similarly, unless otherwise provided herein, the Owner shall be responsible for all costs it incurs in performing its obligations under this Agreement and the Developer shall not have any liability for any debts or other obligations which the Owner may incur in rendering such performance.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS hereof the parties have executed this Agreement as of the date first above written.

DEVELOPER:

The Jewish Community Housing for the Elderly, Inc., a Massachusetts non-profit corporation

By:   
Name: Amy Scheetman  
Title: President & CEO

OWNER:

Congregation Kehillath Israel, a religious corporation existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS hereof the parties have executed this Agreement as of the date first above written.

DEVELOPER:

The Jewish Community Housing for the Elderly, Inc., a Massachusetts non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:

Congregation Kehillath Israel, a religious corporation existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts

By: David E. Williams  
Name: David E. Williams  
Title: President

**KEHILLATH ISRAEL**  
**ADDITIONS & RENOVATIONS**  
 Brookline, MA

General Notes:

**Handlin, Garrahan & Associates**  
 104 Mt. Auburn Street  
 Cambridge, MA 02138  
 (617) 576-1496 tel.  
 (617) 576-1346 FAX

Revised: \_\_\_\_\_ Date: \_\_\_\_\_

Job: 1101

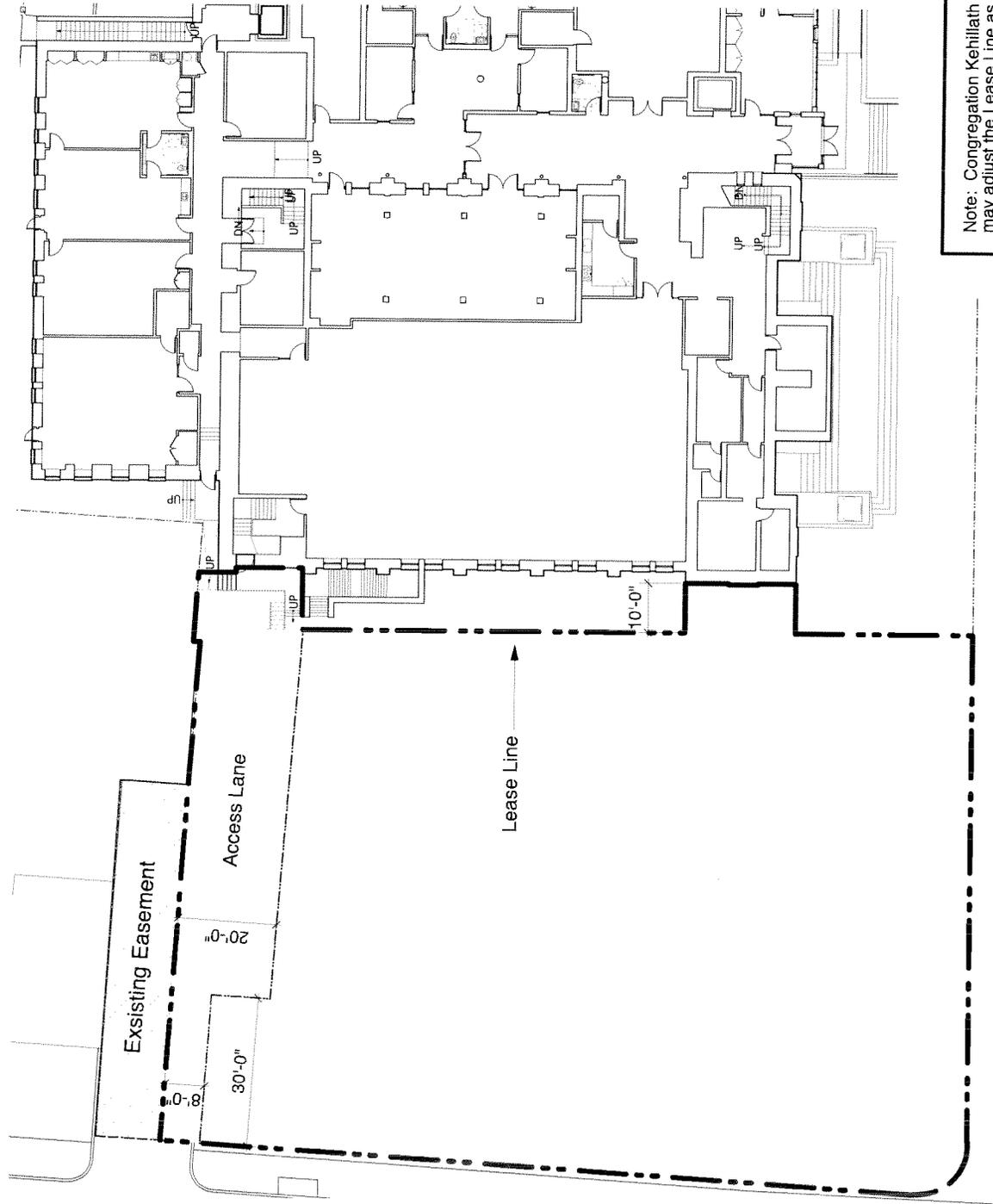
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Drawn: HM Chkd.: \_\_\_\_\_

Date: March 28, 2016

Main Floor Plan

**Proposed Lease Line**



Note: Congregation Kehillath Israel may adjust the Lease Line as may be necessary to meet zoning or lender requirements, provided that such adjustment does not negatively affect JCHE's ability to obtain necessary zoning approvals to construct its desired number of housing units on the leased parcel

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

See attached sketch plan.

**EXHIBIT "B"**

**PROJECT SCHEDULE**

<b>ACTIVITY</b>	<b>DEADLINE</b>
40B Eligibility Letter Submission	July 1, 2016
Inspection Period	120 days from the Effective Date of the Agreement
Comprehensive Permit Application	Sixty days after receipt of 40B Eligibility Letter
Funding Secured	September 30, 2018
Closing Date	A date which shall be ten (10) days after all the Conditions Precedent have been either satisfied or waived by the Owner and the Developer in accordance with Section 8.1 and 8.3 of the Agreement but not earlier than October 1, 2018 and not later than February 28, 2019
Construction Commences	Within 30 days of the Closing Date
Construction Completion*	Within twenty four (24) months from the Closing Date, as same may be extended as a result of Unavoidable Delays (the " <u>Completion Date</u> "), time being of the essence.

\* The term "Completion" shall mean that the Project has been completed in material accordance with the Approved Plans and a certificate of occupancy has been issued by the appropriate governmental agency for the Project.

## EXHIBIT "C"

### FINANCIAL TERMS

The Owner expects certain payments will be due from the Developer, as described below. The Developer agrees to use diligent good faith efforts to obtain funding in amounts sufficient to make such payments in the maximum amounts below. The parties both acknowledge and agree that (i) it is difficult to predict such funding availability or exact amounts due to the vagaries of number and size of units permitted and the proportion of units deemed permanently affordable and to what income group, and (ii) this is expected to be a long-term positive relationship where both sides benefit from improvements made by Developer as provided herein and from the synergistic nature of both operations. In the event the Developer, despite diligent and good faith efforts, is unable to obtain funding in the maximum amounts described below, the Owner and Developer agree to negotiate in good faith to reduce such payments to amounts reasonably satisfactory to both parties, but not less than the minimums described below.

The following expected payments will be due from the Developer to the Owner:

At Closing, the Developer shall pay a lump sum ground rent payment of a minimum of Two Million Two Hundred Thousand Dollars (\$2,200,000) and a maximum of Two Million Five Hundred Thousand Dollars (\$2,500,000).

Annually commencing on the 1st anniversary of the Ground Lease and throughout the term, the Developer shall pay ground rent equal to a minimum of \$5,000 and a maximum of \$7,000, increasing annually at the Consumer Price Index or other mutually agreed-upon index.

On the occurrence of a sale or refinancing subsequent to the initial development of the Project (a "Capital Event"), the entity owning the Project at the time of the Capital Event (the "Project Owner") shall pay to the Owner 50% of the net proceeds (the "Net Proceeds") from such Capital Event, as described below.

There are three categories of Capital Events, those being a refinancing, a related party sale (sometimes referred to as a re-syndication) and a third party sale. A related party sale is a sale where the Developer (or an affiliate thereof) is a partner/member of the new owner.

Net Proceeds from a refinancing shall mean the gross loan proceeds from the refinancing less (a) all customary and reasonable expenses in connection therewith, including third party financing and broker fees, transfer taxes and fees and legal and accounting fees, (b) repayment of all mortgage debt and other liabilities of the Project Owner, (c) all soft and hard costs related to improvements or repairs to the Project required by the lender or investors or to other improvements or repairs reasonably determined by the Project Owner (or reserves therefor) and reserves for future operations or escrowed funds required by such lenders or investors, provided that if any reserves or escrowed funds that would otherwise have constituted refinancing proceeds are subsequently released by the lenders or investors they shall be shared equally by the Owner and the then Project Owner; and (d) a customary construction supervision fee and overhead reimbursement for its work with respect to the capital improvements; (e) reserves for capital needs of the Project deemed necessary by Project Owner and (f) reserves for future programs related to the Project. It is the intent of the Developer and Owner that Developer shall

be able to use refinancing proceeds, including reserves, to directly benefit the project and its tenants so that Developer can carry out its unique mission to provide aging in the community for the tenants in the Project.

Net Proceeds from a related party sale shall mean the amount actually paid to the Project Owner from the related party buyer, less (a) all customary and reasonable expenses incurred by the Project Owner in connection therewith, including third party financing fees, transfer taxes and fees and legal and accounting fees, (b) repayment of all mortgage debt and other liabilities of the Project Owner (including "exit fees" or other payments to any investor limited partner), and (c) a sales fee to Developer or its affiliates, in an amount customary and comparable to amounts paid in similar transactions, but not exceeding 3% of the total purchase price. If there is a deferred purchase price, including any purchase money financing, payments of that deferred purchase price shall be considered Net Proceeds as and when received by the Project Owner.

Net Proceeds from a third party sale shall mean the amount actually paid to the Project Owner from the third party buyer, less (a) all customary and reasonable expenses incurred by the Project Owner in connection therewith, including third party broker fees, transfer taxes and fees and legal and accounting fees, (b) repayment of all mortgage debt and other liabilities of the Project Owner (including "exit fees" or other payments to any investor limited partner), and (c) a sales fee to Developer or its affiliates, in an amount customary and comparable to amounts paid in similar transactions, but not exceeding 3% of the total purchase price. If there is a deferred purchase price, including any purchase money financing, payments of that deferred purchase price shall be considered Net Proceeds as and when received by the Project Owner. The payment of Net Proceeds to the Owner shall continue so long as the Developer or any affiliate of the Developer has an ownership interest in the Project, but shall terminate at such time as the Project shall be sold or transferred by the Project Owner to a third party buyer, with no residual or carried interest held by the Developer or any affiliate of the Developer.

The Developer, at its expense, shall be responsible for the costs of maintenance and operation of the Project and the Connection, including without limitation, all taxes and assessments;

The Approved Budget shall include a minimum of \$10,000 and maximum of \$20,000 line item to be utilized solely to pay third parties retained by the Owner to assist in monitoring compliance with the terms of this Agreement and oversee construction of Project on behalf of the Owner.

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS**

**I. Commercial General Liability (Primary & Non Contributory)**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence \$1,000,000

General Aggregate Limit \$ 2,000,000

Products/Completed Operations \$ 1,000,000

Personal and Advertising Injury \$1,000,000

B. Endorsements Required

Congregation Kehillath Israel as an Additional Insured (CG 2010 11/85 or its equivalent)

Contingent Liability & Contractual Liability

Premises & Operations Liability

Explosion, Collapse and Underground Hazard

Completed Operations Coverage

**II. Business Automobile Liability**

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit

Any Auto/Owned Autos/Scheduled

Including Hired, Borrowed or Non-Owned Autos

Loading and Unloading

Any One Accident \$ 1,000,000

B. Endorsements Required

Congregation Kehillath Israel listed as an additional insured

**III. Worker's Compensation**

Limits of Liability

Statutory-Commonwealth of Massachusetts

Waiver of subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

**IV. Umbrella Policy/Excess Liability (Excess Follow Form)**

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

B. Endorsements Required

Congregation Kehillath Israel listed as an additional insured

**V. [Intentionally deleted]**

**VI. Builders' Risk**

Causes of Loss: All Risk-Specific Coverage Project Location

Valuation: Replacement Cost

Deductible: up to \$25,000

Congregation Kehillath Israel listed as an Additional Insured

Limit/Value at Location or Site 100% of replacement cost

**The above policies shall provide Congregation Kehillath Israel with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.**

Companies authorized to do business in the Commonwealth of Massachusetts, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than "A" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Congregation Kehillath Israel prior to insurance approval.**

## **SECTION 7**

### **DHCD SUBSIDIZED HOUSING INVENTORY**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Brookline**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
474	Arthur O'Shea House	61 Park St.	Rental	100	Perp	No	HUD
475	Kickham Apartments	190 Harvard St.	Rental	39	Perp	No	HUD
476	Sussman House	50 Pleasant St.	Rental	100	Perp	No	HUD
477	Theresa J. Morse Apts	90 Longwood. Ave.	Rental	99	Perp	No	HUD
478	Walnut Street Apts	22 High St./ 16 Walnut	Rental	100	Perp	No	HUD
479	Egmont St. Veterans	338-348 St. Paul/51-85 Egmont/209-221 Pleasant	Rental	114	Perp	No	DHCD
480	Egmont St. Veterans	44-79 Egmont Street	Rental	6	Perp	Yes	DHCD
481	High St. Veterans	176-224 High/6-30 New Terrace/186-218 Chestnut	Rental	177	Perp	No	DHCD
482	High St. Veterans	New Terrace Road and High Street	Rental	9	Perp	Yes	DHCD
483	Col. Floyd	32-40 Marion/19-36 Foster St	Rental	60	Perp	No	DHCD
484	Condos	Browne & St.Paul Streets	Rental	2	Perp	No	DHCD
485	McCormack House	151-153 Kent St.	Rental	10	Perp	No	DHCD
486	Benjamin Trustman	337-347 St. Paul/144-156 Armory/7-33 Egmont	Rental	86	Perp	No	DHCD
487	100 Center Plaza	Centre & Williams	Rental	211	2042	No	MassHousing
488	1027 Beacon St	1027 Beacon St	Rental	9	2030	No	FHLBB DHCD
489	1045 Beacon St	1043-1045 Beacon St.	Rental	28	2015*	No	HUD DHCD

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Brookline**

<b>DHCD ID #</b>	<b>Project Name</b>	<b>Address</b>	<b>Type</b>	<b>Total SHI Units</b>	<b>Affordability Expires</b>	<b>Built w/ Comp. Permit?</b>	<b>Subsidizing Agency</b>
489	1045 Beacon St	1043-1045 Beacon St.	Rental	28	2015*	No	HUD
490	120 Centre Court	120 Centre Court	Rental	125	2042	No	HUD MassHousing
491	1550 Beacon Plaza	1550 Beacon St.	Rental	180	2042	No	MassHousing
492	Beacon Park	1371 Beacon Street	Rental	80	12/31/2028	No	MassHousing
493	10 Juniper St	10 Juniper St	Ownership	32	perp	No	DHCD
494	Village at Brookline	55 Village Way/72 Pearl St	Rental	307	09/15/2028	No	DHCD DHCD MassHousing
495	Kilgallon House	11 Harris Street	Rental	8	Perp	No	DHCD
496	Sara Wallace House	1017 Beacon Street	Rental	16	2016	No	HUD HUD
497	Connelly House	1057 Beacon Street	Rental	13	Perp	No	DHCD
498	Goddard House	165 Chestnut Street	Rental	13	perp	No	DHCD
499	1162-1164 Boylston Street	1162-1164 Boylston Street	Ownership	6	perp	No	DHCD
500	1470 Beacon Street	1470 Beacon Street	Rental	4	perp	No	DHCD
501	Kendall Crescent	243, 245, 275 Cypress Street	Ownership	4	perp	No	DHCD
502	The Lofts at Brookline Village	77 Linden Street Unit, 74 Kent Street	Rental	2	perp	No	DHCD
3751	1754 Beacon St	1754 Beacon St	Rental	14	10/17/2032	No	DHCD

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Brookline**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
3751	1754 Beacon St	1754 Beacon St	Rental	14	10/17/2032	No	DHCD  DHCD
3752	1876 Beacon St	1876 Beacon St	Rental	15	2023	No	MassHousing  MHP
3753	77 Marion St/ 1405 Beacon St	77 Marion St/ 1405 Beacon St	Rental	4	perp	No	DHCD
3951	St. Aidan's	Crowninshield, Pleasant & Freeman Streets	Mix	35	Perp	Yes	DHCD  DHCD
4228	DDS Group Homes	Confidential	Rental	37	N/A	No	DDS
4549	DMH Group Homes	Confidential	Rental	49	N/A	No	DMH
7126	St. Paul Crossing	St. Paul Street	Ownership	3	perp	No	DHCD
7127	Cypress Lofts	110 Cypress Street	Rental	5	Perp	No	DHCD
8154	154-156 Bolyston St	154-156 Bolyston St	Rental	6	2035	NO	HUD  MHP
9050	Scattered Sites	Park Street, Boylston Street	Ownership	6	Perp	NO	DHCD
9068	1600 Beacon Street	1600 Beacon Street	Ownership	6	Perp	NO	HUD
9740	Hammond Pond Place	321 Hammond Pond Parkway	Ownership	3	Perp	NO	DHCD
9741	Englewood Residences	20 Englewood Avenue	Rental	2	Perp	NO	DHCD
9742	109 Sewall Avenue	109 Sewall Avenue	Ownership	2	Perp	NO	DHCD

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY**

**Brookline**

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
9832	The Residences of South Brookline	Independence Drive	Rental	161	Perp	YES	MassDevelopment
9868	86 Dummer Street	86 Dummer Street	Rental	32	Perpetuity	NO	HUD  DHCD
9869	51-57 Beals Street	51-57 Beals Street	Rental	31	Perpetuity	NO	DHCD  HUD
9870	45 Marion Street	45 Marion Street	Rental	64	2045	YES	MassHousing
9871	Olmsted Hill	2-8 Olmsted Road	Ownership	12	Perpetuity	NO	DHCD  DHCD
9924	21 Crown	0-21 Crowninshield Road	Rental	8	Perp	YES	MassHousing
<b>Brookline Totals</b>				2,435	<b>Census 2010 Year Round Housing Units</b>		26,201
					<b>Percent Subsidized</b>		9.29%

## **SECTION 8**

### **SAMPLE REGULATORY AGREEMENT**

**TAX CREDIT REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS**

THIS TAX CREDIT REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this “AGREEMENT”) is granted as of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, and its successors and assigns (the “Owner”) and the undersigned \_\_\_\_\_ (“Ground Lessor”, and together with the Owner, the “Grantors”) to the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development (“DHCD”, also referred to herein as the “Grantee”). The Ground Lessor joins in this Agreement for the purposes set forth in Section 11 below.

WITNESSETH:

WHEREAS, DHCD, as successor to the former Executive Office of Communities and Development (“EOCD”), is authorized by Executive Order 291 signed by the Governor of the Commonwealth of Massachusetts to administer the State Housing Credit Ceiling as defined in Section 42 of the United States Internal Revenue Code of 1986 as amended, (the “Code”) in connection with the allocation and administration of low-income housing tax credits (the “Low-Income Tax Credit”); and

WHEREAS, DHCD has adopted a 200\_\_\_\_\_ Low-Income Housing Tax Credit Allocation Plan (the “Allocation Plan”) and certain Low-Income Housing Tax Credit Guidelines (the “Guidelines”), which govern the process and standards for allocation of the Low-Income Tax Credit; and

WHEREAS, the Owner is the owner of a \_\_\_\_\_ residential rental unit housing development known as or to be known as \_\_\_\_\_, located on lands in the City/Town of \_\_\_\_\_, County of \_\_\_\_\_, Massachusetts more particularly described in Exhibit A hereto, leased by the Owner from the Ground Lessor pursuant to the Ground Lease (the “Project”); and

WHEREAS, the Owner has applied to DHCD for an allocation of Low-Income Tax Credits to the Project; and

WHEREAS, the Owner has represented to DHCD in Owner's Low-Income Housing Credit Application (the “Application”) that a certain percentage of the units in the Project shall be both rent restricted and occupied by individuals or families whose income is a certain percentage or less of the area median gross income as determined in accordance with Section 42 of the Code, and that the Owner will maintain other restrictions on the use and occupancy of the Project, as set forth herein; and

WHEREAS, DHCD has determined that, as of the date hereof, the Project would support a Low-Income Tax Credit allocation, as set forth herein, provided that the units in the Project are placed in service in accordance with Section 42 of the Code and any other applicable requirements; and

WHEREAS, the Code requires as a condition precedent to the allocation of the Low-Income Tax Credit that the Owner execute, deliver and record in the official land deed records of the county in which the Project is located this Agreement in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code and other applicable requirements by regulating and restricting the use and occupancy and transfer of the Project as set forth herein; and

WHEREAS, the Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project Land (as defined herein in Section 1) for the term stated herein and binding upon all subsequent owners of the Project Land for such term, and are not merely personal covenants of the Owner;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DHCD and the Owner do hereby agree as follows:

## SECTION 1 - DEFINITIONS

- (a) Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement:

“Agreement” means this Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants, as it may from time to time be amended.

“Applicable Fraction” means the smaller of the “unit fraction” or the “floor space fraction,” as these terms are defined in section 42(c)(1) of the Code, which has been determined for the purposes of this Agreement to be \_\_\_\_%.

<“Capital Source(s),” where a Comprehensive Permit has been issued to the Project, means the investing financial entity(ies), as lender(s) to or partner(s) of, the Owner, providing all or substantially all of the capital necessary to construct the Project. The initial Capital Source(s) shall be \_\_\_\_.>

“Code” means the Internal Revenue Code of 1986 as amended and all regulations applicable thereto.

<“Comprehensive Permit” means the permit issued to the Project by the Zoning Board of Appeals of \_\_\_\_, Massachusetts pursuant to Massachusetts General Laws Chapter 40B, Sections 20 through 23, as said permit may be amended from time to time, which provides for the construction of the Project.>

“DHCD” means the Massachusetts Department of Housing and Community Development, its successors and assigns.

“Gross Rent” means the total amount received from a Low-Income Tenant as a rental payment, excluding any payment under Section 8 of the United States Housing Act of 1937 or any comparable rental assistance (with respect to such unit or occupants thereof) and including any utility allowance under Section 8 of the aforementioned act.

“Ground Lease” means the Ground Lease of the Premises from the Ground Lessor, as landlord and fee owner, to the Owner, as tenant of the Premises, dated \_\_\_\_, 200\_\_\_\_, Notice of which is recorded with the \_\_\_\_ County Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_.

“Income Certification” means a certification as to income executed by a Low-Income Tenant of the Project.

<“Limited Dividend Organization” means a corporation, partnership, or other organization, other than a public agency, which by its governing articles of organization or partnership agreement prohibits distribution with respect to any one year of operation of more than 10% on said entity's equity in the Project. Equity in the Project shall be the difference between the amount provided by the Capital Source(s) to the Project and the total cost of the Project, including, where applicable, a Builder's and Sponsor's Risk Allowance (BSPRA) equal to twenty percent (20%) of the total Project cost net of land, BSPRA, and syndication costs.>

“Low-Income Tenant” means the occupant(s) of a housing unit in the Project whose income on admission to the Project, as computed in accordance with the rules and regulations governing the Low-Income Tax Credit, does not exceed \_\_\_\_ percent of the area median gross income, adjusted for family size.

“Low-Income Tenant Rental Period” means the period beginning on the first day of the Compliance period under Section 42 of the Code and extending for ninety-nine (99) years. If the Project consists of more than one building, this shall be determined for each building.

“Low-Income Units” means those units in the Project set aside for occupancy by Low-Income Tenants which shall consist of \_\_\_\_ units.

“Owner” means \_\_\_\_, all its successors and assigns. Where reference is made herein to Owner's Low-Income Housing Credit Application (the “Application”), this term shall also mean any previous sponsor connected with the Project.

“Project” means the multi-family rental housing development known as \_\_\_\_ located in \_\_\_\_, Massachusetts, developed on the site described in Exhibit A to this Agreement (the “Project Land”). For Owner's title and a legal

description of the site, see the Notice of Ground Lease recorded with the \_\_\_\_\_ County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

“Rent Restricted” means the gross rent to be charged for a Low-Income Unit which does not exceed thirty percent (30%) of the income limitation applicable to such unit, adjusted for unit size (assuming that a unit which does not have a separate bedroom is occupied by one individual and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom).

“State” means the Commonwealth of Massachusetts.

- (b) Any term not defined in this Agreement shall have the same meaning as terms defined in Section 42 of the Code and the Treasury regulations promulgated thereunder.

## SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

- (a) Upon execution, the Owner shall cause this Agreement and all amendments hereto to be recorded and filed in the \_\_\_\_\_ County Registry of Deeds and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to DHCD evidence of the recording including the date and instrument number or deed book and page numbers. The Owner agrees that DHCD will not issue the Internal Revenue Service Form 8609 constituting final allocation of the Low-Income Tax Credit unless and until DHCD has received a certified copy of the recorded Agreement.
- (b) The Owner intends, declares and covenants, on behalf of itself and all future owners and operators of the Project Land during the term of this Agreement, that this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Project Land and the Project (i) shall be and are covenants running with the Project Land, encumbering the Project Land for the term of this Agreement, binding upon the Owner's successors in title and all subsequent owners and operators of the Project Land, (ii) are not merely personal covenants of the Owner, and (iii) shall bind the Owner (and the benefits shall inure to DHCD and any past, present or prospective tenant of the Project) and its respective successors and assigns during the term of this Agreement. The restrictions contained herein are intended to be construed as an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, and which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the full term hereof. The Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has

been created to insure that these restrictions run with the land. For the longer of the period the Low-Income Tax Credit is claimed or the term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Agreement, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Project or portion thereof provides that such conveyance is subject to this Agreement.

- (c) The Owner covenants to obtain the consent of any prior recorded lienholder on the Project to this Agreement and such consent shall be a condition precedent to the issuance of Internal Revenue Service Form 8609 constituting final allocation of the Low-Income Tax Credit.

### SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner hereby represents, covenants and warrants as follows:

- (a) The Owner (i) is a \_\_\_\_\_ and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Owner (i) will not violate or, as applicable, have not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, have not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.
- (c) The Owner will, at the time of execution and delivery of this Agreement, have good and marketable title to the Premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the general terms of which are approved by DHCD, or other permitted encumbrances).
- (d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

- (e) The Project constitutes or will constitute a qualified low-income building or qualified project, as applicable, as defined in Section 42 of the Code and applicable regulations.
- (f) Each unit in the Project contains complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless) which are to be used on other than a transient basis.
- (g) During the term of this Agreement, all Units subject to the Low-Income Tax Credit shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants (or otherwise qualify for occupancy of the Low-Income Units as set forth in Section 4(e) hereof) under the applicable election specified in Section 42(g) of the Code and as set forth in Section 4 (a) of this Agreement.
- (h) The Owner shall insure that all units occupied by Low-Income Tenants shall be of comparable quality to other units in the Project or if not comparable, the excess cost of the other units shall not exceed the percentage set forth in Section 42(d)(3) of the Code and the Owner will file the election provided for therein. The Low-Income Units shall be, to the extent possible, dispersed evenly throughout the Project.
- (i) During the term of this Agreement, the Owner covenants, agrees and warrants that each Low-Income Unit is and will remain suitable for occupancy and in compliance with all local health, safety and building codes.
- (j) The Owner shall not discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation or any other basis prohibited by law in the lease, use and occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project. Without limiting the foregoing, the Owner is expressly prohibited from refusing to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
- (k) Prior to occupancy of any unit in the Project, the Owner shall adopt and implement (i) an affirmative fair marketing plan for all units and (ii) a tenant selection plan for the Low-Income Units, in both cases consistent with any standards and guidelines adopted by DHCD as then in effect and all applicable laws. Both the affirmative fair marketing and tenant selection plans shall be subject to review by DHCD, at DHCD's request from time to time during the term of this Agreement. If the Project is located in a predominantly white neighborhood of Boston, according to a list maintained at DHCD, the affirmative fair marketing plan shall have the percentage goals determined pursuant to section 10(g) below of this Agreement.
- (l) The Owner shall enter into a lease with each tenant of a Low-Income Unit (other than units which qualify as single-room occupancy units or transitional housing for

the homeless) which shall be for a minimum period of one (1) year and which shall provide that no tenant of a Low-Income Unit shall be evicted during the Low-Income Tenant Rental Period for any reason other than a substantial breach of a material provision of such lease. Without limiting the foregoing, the lease shall comply in all respects with applicable state, local, and federal law and the terms and conditions of this Agreement.

- (m) During the Low-Income Tenant Rental Period, the annual rental for a unit leased to a Low-Income Tenant (unless such Low-Income Tenant fails to continue to qualify as such pursuant to Section 42 of the Code) including the provision for heat, electricity and hot water shall not exceed that permitted for a Low-Income Unit. Such rental, other than at turnover, shall not be increased more often than once a year and no notice of change in rent to be charged for Low-Income Units shall be given prior to providing the affected tenants with a thirty (30) day opportunity to comment on the increase.
- (n) The Owner shall provide, on a form and in a manner acceptable to DHCD, an annual notification to each Low-Income Tenant indicating the manner in which the Gross Rents for Low-Income Units are determined.
- (o) The Owner may not sell, transfer or exchange less than all of the Project during the term of this Agreement. Subject to the requirements of Section 42 of the Code and this Agreement, the Owner may sell, transfer or exchange the entire Project at any time, but the Owner shall (i) notify DHCD in writing of any sale, transfer or exchange of the Project; and (ii) notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Project that such acquisition is subject to the requirements of this Agreement and to the requirements of Section 42 of the Code and applicable regulations. This provision shall not act to waive any other restriction on sale, transfer or exchange of the Project. The Owner agrees that DHCD may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Agreement and the requirements of Section 42 of the Code.
- (p) The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any residential rental unit for any purpose other than rental housing during the term of this Agreement unless required by law.
- (q) The Owner represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner (subject to the approval of the lender(s) which has provided the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.
- (r) The Owner warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in

any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

- (s) The Owner represents, warrants and agrees that the applicable fraction (as defined in section 42(c)(1) of the Code), for each taxable year during the term of this Agreement, will not be less than the applicable fraction specified in Section 1 of this Agreement.
- (t) During the Low-Income Tenant Rental Period, the Owner shall not evict or terminate the tenancy of an existing tenant of any Low-Income Unit other than for good cause and shall not increase the Gross Rent above the maximum allowed under the Code with respect to such Low-Income Unit.
- (u) The Owner represents and warrants that it has obtained the consent of all current holders of existing mortgages on the Project to this Agreement in the form attached hereto as Exhibit B.
- (v) The Owner represents, warrants and agrees that it is and will be a Limited Dividend Organization for the entire duration of the Low-Income Tenant Rental Period. If the Project has received a Comprehensive Permit, the Owner's articles of organization or partnership agreement shall require the Owner to be a Limited Dividend Organization for the entire duration of the Low-Income Tenant Rental Period. Distributions of return on equity not made in any one year may be deferred and made in subsequent years. Proceeds of any refinancing, or insurance or condemnation proceeds, or from the sale of any of Owner's assets shall be excluded from the determination of the annual distribution. Any funds available in excess of that permitted to be distributed shall be used, as determined by DHCD, to either increase the number of Low-Income Units or to further reduce rents on the Low-Income Units.>
- (w) The Owner represents, warrants and agrees that if the project has received a Low-Income Tax Credit allocation as a special needs project, the Owner will maintain special needs services throughout the term of this Agreement as represented in the Owner's EOCD or DHCD approved service plan which is incorporated herein.

#### SECTION 4 - OCCUPANCY RESTRICTIONS

- (a) The Owner represents, warrants and covenants throughout the term of this Agreement and in order to satisfy the requirements of Section 42 of the Code, other applicable requirements and the representations made in the Application that no less than \_\_\_\_\_ percent of the residential units in the Project shall be both rent-restricted and occupied by individuals or families whose income is \_\_\_\_\_ percent or less of the area median gross income (Low-Income Tenants). Initially, Low-Income Tenants shall occupy \_\_\_\_\_ units (Low-Income Units); \_\_\_\_\_ of which \_\_\_\_\_ shall be four bedroom units; \_\_\_\_\_ of which shall be three bedroom units;

\_\_\_\_\_ of which shall be two bedroom units; \_\_\_\_\_ of which shall be one bedroom units; and \_\_\_\_\_ of which shall be studio or single room occupancy units. If applicable, as further represented in Owner's Application, no less than \_\_\_\_\_% of the Low-Income Units shall be occupied by Low-Income Tenants whose income is 30% or less of the area's median gross income.

- (b) If applicable, the residential units in the Project are considered exclusive of any unit(s) occupied by a full-time resident manager(s) (\_\_\_\_\_ unit(s)). DHCD and the Owner acknowledge that such unit(s) has not been included in determining the Applicable Fraction set forth in Section 1 of this Agreement.
- (c) As a condition to occupancy, each person who is intended to be a Low-Income Tenant shall be required to sign and deliver to the Owner an Income Certification using a form, acceptable to DHCD, adopted for such use by the Owner which meets the requirements of the Code and the Treasury regulations promulgated thereunder.
- (d) The determination of whether a tenant meets the Low Income requirement shall be made by the Owner at least annually on the basis of the current income of such Low-Income Tenant.
- (e) Any Unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant provided that (i) such unit continues to be rent-restricted and (ii) should such Low-Income Tenant's income subsequently exceed 140% of the applicable income limit set forth in Section 4 (a) above, such tenant shall no longer be a Low-Income Tenant if any unit of comparable or smaller size is rented to a tenant who is not a Low-Income Tenant.

## SECTION 5 - CONVERSION RESTRICTIONS

The following conversion restrictions are applicable to the Project:

- (a) No tenant in the Project shall be evicted due to conversion to condominium or cooperative form of ownership unless and until said tenant has received the rights and benefits as set forth in Chapter 527 of the Acts of the Commonwealth of Massachusetts of 1983, as amended, or any successor act, as then currently in effect (the "Conversion Act") (notwithstanding any exemption provided in the third paragraph of Section 2 of the Conversion Act to the city or town in which the Project is located) and any applicable local laws and ordinances;
- (b) No tenant of a Low-Income Unit shall be evicted due to conversion to condominium or cooperative form of ownership nor shall a Low-Income Unit be converted to conventional rental housing (which shall mean housing having an annual rental greater than that permitted for Low-Income Units under the

Low-Income Tax Credit rules and regulations) unless and until the following restrictions have been met and completed with respect to such unit:

- (i) the tenant of a Low-Income Unit so affected shall be given prior written notice of intent to convert to condominium or cooperative form of ownership or to convert to conventional rental housing (the "Notice Period") of at least four (4) years, such Notice Period beginning on a date no sooner than four years prior to the expiration of the Low-Income Tenant Rental Period. Once such notice of intent to convert is provided to a tenant, in the event such tenant later vacates the unit, the new tenant is entitled to receive notice under this subsection for a period equal to the remaining time pursuant to the original notice of intent to convert. The notice of intent shall include notice of the tenant's rights and notice of the right of first refusal provided in paragraph (iv) of this Section 5(b); the notice of intent shall also inform tenants that DHCD should be notified if the Owner is not fulfilling its obligations under this Agreement; only tenants occupying Low-Income Units within the Project shall be entitled to receive the additional rights enumerated in this paragraph; DHCD shall be provided with a copy of the notice for review and approval before such notice is sent to the Low-Income Tenant;
- (ii) the Owner shall give DHCD six months notice of its intent to convert a Project to condominiums or cooperatives; at the end of the conversion of the market rate units in a development to condominiums or cooperatives, the Owner shall certify to DHCD its compliance with the conversion terms of this Agreement;
- (iii) every Low-Income Tenant given, or entitled to be given the notice of intent shall receive an extension of their lease or rental agreement, with substantially the same terms, subject to permissible rental increases, during the Notice Period;
- (iv) <subject to such restrictions as are imposed on the Owner by the terms of the Comprehensive Permit> in the event the Owner intends to convert the Project to a condominium or cooperative form of ownership, not later than two (2) years prior to the expiration of the Notice Period, an affected Low-Income Tenant shall receive a right of first refusal for purchase of the Unit which right shall last for a period of not less than six (6) months; such right of first refusal shall be accompanied by a copy of the purchase and sale agreement for the Unit; during this period, the Unit shall be offered to the tenant at a discount of at least ten percent (10%) from the offering price for the Unit; if the tenant of an affected unit chooses not to purchase the Unit, the Unit shall be offered for purchase to DHCD or its designee for an additional period of at least ninety (90) days at the same price the Unit was offered to the tenant;
- (v) all tenants given, or entitled to be given the notice of intent who are unable or choose not to exercise their right to purchase or to remain and to pay the

conventional rental shall be entitled to relocation benefits in accordance with the Conversion Act.

## SECTION 6 - TERM OF AGREEMENT

- (a) This Agreement and the restrictions set forth herein shall commence with the first day of the Compliance period under Section 42 of the Code and shall end on the date which is ninety-nine (99) years after the commencement (the Low-Income Tenant Rental Period). This term will be determined in accordance with the Code for each building in the Project. Except as hereinafter provided, this Agreement and the restrictions set forth herein shall not terminate or expire any earlier than the end of the Low-Income Tenant Rental Period.
- (b) Notwithstanding subsection (a) above and except as provided in subsection (c) below, this Agreement and the restrictions set forth herein shall terminate on the date the Project is acquired by foreclosure or instrument in lieu of foreclosure unless the Secretary of the United States Treasury or his or her designee determines that such acquisition is part of an arrangement with the Owner, a purpose of which is to terminate this Agreement and the restrictions set forth herein. DHCD hereby agrees to execute any and all documents necessary to evidence the foregoing termination.
- (c) The tenant protections set forth in Section 3(t) above shall survive for a period of three (3) years following a termination pursuant to subsection (b) above and for such three-year period such tenant protections shall be binding upon any holder of a mortgage on the Project, or any successor or assign of such holder, who succeeds to all or any part of the Owner's interest in, or otherwise acquires title to, the Project.
- (d) Notwithstanding subsections (a) and (b) above, this Agreement shall not terminate and shall remain in full force and effect to enable DHCD, and any other person with the right to enforce this Agreement pursuant to Section 8 (f) of this Agreement, to enforce and/or monitor under Section 8 of this Agreement any remaining obligations under subsection (c) above, and the Conversion Restrictions set forth in Section 5 above provided, however, in the event this Agreement has terminated pursuant to subsection (b) above, it shall be assumed for purpose of giving notice pursuant to Section 5 that the Low-Income Rental Period has ended.

## SECTION 7 - CERTIFICATIONS

On the date of execution and delivery of this Agreement, the Owner shall deliver to DHCD the following certifications or documents:

- (a) Evidence of transfer of ownership of the Project to the Owner;

- (b) For projects requiring a waiver of the ten year holding requirement in order to obtain a credit for the acquisition of an existing building, a copy of the waiver obtained from the Internal Revenue Service;
- (c) Opinion of Owner's Counsel as to Owner's organization, execution, delivery and enforceability of Agreement; and organizational documents for the Owner and Owner's general partner, if any, as follows:
  - (i) if a limited partnership, a copy of the partnership agreement; and two separate long form certificates of legal existence (identifying general partners and any amendments) from the Massachusetts Secretary of State;
  - (ii) if a corporation, a clerk's certificate with vote, certified articles of incorporation and by-laws; and certificate of legal existence from the state of incorporation;
  - (iii) if a trust, a copy of the Declaration of Trust, a Trustee's Certificate and Direction of Beneficiaries;
  - (iv) if a limited liability company, a copy of the operating agreement; and a certificate of good standing from the Massachusetts Secretary of State; and
  - (v) any additional organizational documents as DHCD deems appropriate.
- (d) Audited certification of costs, an audited schedule of sources (including rental and/or operating subsidies) and uses (including reserves), and an audited schedule of low income housing tax credit eligible basis as well as any supplementary schedules required by DHCD in the format provided by DHCD;
- (e) Original certification from the Owner as to the actual date the Project is "placed in service" as that term is defined in the regulations or notices promulgated under Section 42 of the Code;
- (f) Certificate(s) of occupancy from the municipality or other governmental authority having jurisdiction;
- (g) Original certification from the Owner of the full extent of all federal, State and local subsidies which apply (or which the Owner expects to apply) with respect to the Project;
- (h) Original certification from the Project's Architect that the Project is in compliance with all applicable federal and state statutes and regulations in regard to the operation of adaptable and accessible housing for the disabled;
- (i) Letter of compliance from a certified inspector that all lead-based paint hazards have been removed from all units in the Project such that, upon occupancy, the Project will be in compliance with all applicable federal, state and local laws, codes and regulations including the Massachusetts Lead Poisoning Prevention and

Control Laws, M.G.L. Chapter 111, Sections 190-199A and the regulations thereunder at 105 CMR 460.000 et seq.

- (j) Original Release and Indemnification Agreement agreeing to release and indemnify DHCD from any claim, loss, demand or judgment as a result of the allocation of Low-Income Tax Credits to the Project or the recapture of Low-Income Tax Credits by the Internal Revenue Service;
- (k) Original certification from the Owner pursuant to Massachusetts General Laws Chapter 62C Section 49A that the Owner has complied with all laws of the Commonwealth related to taxes; and
- (l) Any and all other documents required by Section 42 of the Code or the applicable Treasury Regulations and any documents that DHCD may require.

## SECTION 8 - MONITORING AND ENFORCEMENT

- (a) The Owner agrees to comply with any monitoring plan, guidelines, procedures, or requirements as may be adopted or amended from time to time by DHCD in accordance with requirements of the Code or regulations promulgated thereunder by the U.S. Department of the Treasury, Internal Revenue Service (“applicable regulations”) or in order to monitor compliance with the provisions of this Agreement.
- (b) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code and applicable regulations or this Agreement. Moreover, Owner covenants to take any lawful action (including amendment of this Agreement as may be necessary, in the opinion of DHCD) to comply fully with the Code and with all applicable regulations, rules, rulings, policies, procedures, or other official statements promulgated or proposed by the United States Department of the Treasury, Internal Revenue Service, from time to time pertaining to Owner's obligations under Section 42 of the Code and affecting the Project.
- (c) The Owner will permit, during normal business hours and upon reasonable notice, any duly authorized representative of DHCD (or its Authorized Delegate) to inspect any books and records of the Owner regarding the Project that pertain to compliance with the Code, applicable regulations, and this Agreement. The Owner further agrees to cooperate with any on-site inspection of the Project by DHCD (or its Authorized Delegate) during normal business hours and upon reasonable notice.
- (d) The Owner will take any and all actions reasonably necessary and required by DHCD to substantiate the Owner's compliance under the Code, applicable regulations, and this Agreement. The Owner shall at least annually (or more frequently as required by DHCD) submit to DHCD a Certification concerning program compliance in such form, including such documentation, and within such timeframe, as may be required by DHCD pursuant to any monitoring plan,

guidelines, or procedure adopted or amended by DHCD. At DHCD's request, the Owner will submit any other information, documents, forms or certifications which DHCD deems reasonably necessary to substantiate the Owner's continuing compliance with the Code, applicable regulations, and this Agreement.

- (e) The Owner covenants and agrees to inform DHCD by written notice of any violation of the Owner's obligations hereunder within seven (7) business days of first discovering such violation. In accordance with the provisions of any monitoring plan, guidelines, or procedures as then may be in effect, DHCD covenants and agrees to inform the Owner by written notice of any violation of the Owner's obligations hereunder and to provide the Owner a period of time in which to correct such violation. If any violation is not corrected to the satisfaction of DHCD within the period of time specified by DHCD in a notice, or within such further time as DHCD determines is necessary to correct the violation, but not to exceed any time limitation set by applicable regulations, then without further notice, DHCD may declare a default under this Agreement effective on the date of such declaration of default, and DHCD may apply to any court, state or federal, for specific performance of this Agreement, or any other remedies at law or in equity, or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. The foregoing is not intended to limit in any way DHCD's obligation to notify the Internal Revenue Service, pursuant to applicable regulations, of a noncompliance on the part of the Owner.
- (f) The Owner acknowledges that the primary purpose for requiring compliance by the Owner with the restrictions provided in this Agreement is to assure compliance of the Project and the Owner with Section 42 of the Code and the applicable regulations, and by reason thereof, the Owner in consideration for receiving Low-Income Housing Tax Credits for this Project hereby agrees and consents that DHCD and any individual who meets the income limitation applicable under Section 42 of the Code (whether a prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Agreement in a court of competent jurisdiction. The Owner hereby further specifically acknowledges that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Owner shall reimburse DHCD for all costs and attorneys' fees incurred associated with such breach.
- (g) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by DHCD and all persons interested in Project compliance under Section 42 and the applicable regulations.
- (h) Notwithstanding anything in this Agreement to the contrary, in the event that the Owner fails to comply fully with the covenants and agreements contained herein or with the Code, all applicable regulations, rules, rulings, policies, procedures, or other official statements promulgated by the Department of the Treasury, the Internal Revenue Service or DHCD from time to time pertaining to the obligations

of the Owner as set forth therein or herein, DHCD may, in addition to all of the remedies provided by law or in equity, report such noncompliance to the Internal Revenue Service which could result in penalties and/or re-capture of tax credits.

- (i) The Owner agrees to pay an annual monitoring fee in such amount and by such method as may be selected by DHCD pursuant to the applicable provisions set forth in the Commonwealth of Massachusetts Allocation Plan for the Low-Income Housing Tax Credit, as such provisions may be amended or superseded in a subsequent year's Allocation Plan. DHCD reserves the right to charge a reasonable monitoring fee to perform compliance monitoring functions after the completion of the tax credit compliance period (as defined in Section 42 of the Code) for the remainder of the term of this Agreement.
- (j) DHCD expressly reserves the right to continue monitoring, during the term of this Agreement, for compliance with the provisions of this Agreement beyond any timeframe provided for monitoring in the Code or applicable regulations.
- (k) During the tax credit compliance period (as defined in Section 42 of the Code), the Owner will retain records in accordance with the requirements of the applicable regulations, DHCD monitoring plan and/or guidelines. After the end of the compliance period, the Owner will retain records adequate to demonstrate compliance with the terms and conditions of this Agreement, including, but not necessarily limited to, income and rent records pertaining to tenants.

## Section 9 ANNUAL DATA COLLECTION

A. Annual Report. Annually, no later than September 30, the Owner shall submit to DHCD, via the web-based annual reporting system, an annual report consisting of the following in a form approved by DHCD and containing such supporting documentation as DHCD shall reasonably require:

- (i) Annual adjusted income of each Family occupying a Restricted unit.
- (ii) Monthly gross rents (rents plus utility allowances, if applicable) for all Restricted Units, such rents to be consistent with the schedule of maximum rents published annually by DHCD.
- (iii) Data required by DHCD regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable DHCD directives, guidelines and forms as may be amended from time to time. The Owner shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
- (iv) Rental assistance data on all existing Residents of Restricted Units.

B. Confidentiality. DHCD and the Owner shall treat as confidential any of the foregoing information relating to a specific resident or unit in compliance with all

applicable state and federal statutes and regulations, including M.G.L. c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but DHCD and the Owner may release general statistical and other information about the Property, so long as the privacy rights and interests of the individual Residents are protected). DHCD and the Owner shall not use any of the foregoing information in Paragraph A.(iii) for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause DHCD or the Owner to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

C. Additional Reports. The Owner shall prepare and submit to DHCD such additional reports as DHCD may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

D. Records. The Owner shall maintain as part of its records (i) copies of all leases of Restricted Units; (ii) all initial and annual income certifications by Residents of Restricted Units and (iii) such additional records as DHCD may deem necessary to ensure compliance with the requirements of this Restriction and of the Programs.

## SECTION 10 - TAX CREDIT ALLOCATION

- (a) DHCD has determined that as of the date of this Agreement written above, the Project will support a Low-Income Housing Tax Credit Allocation in the amount of \_\_\_\_\_ (or insert "not applicable").
- (b) DHCD and the Owner agree that if the Tax Credit Allocation is not specified in Section 9(a) above, the Owner shall deliver to DHCD an audited certification of costs, an audited schedule of sources (including rental and/or operating subsidies) and uses (including reserves), and an audited schedule of low income housing tax credit eligible basis as well as any supplementary schedules required by DHCD in the format provided by DHCD as required by Section 7(d) of this Agreement no later some future date mutually agreeable to the parties. DHCD will thereafter notify the Owner of DHCD's final determination of the Low-Income Housing Tax Credit Allocation for the Project. Such final allocation will be specified in a written Addendum to this Agreement, to be executed by both parties and recorded in the appropriate registry of deed or land court registry district by the Owner.

## SECTION 11 - MISCELLANEOUS

- (a) Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- (b) Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

DHCD: Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
ATTENTION: Tax Credit Program Director

With a Copy to: Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
ATTENTION: Chief Counsel

To the Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTENTION: \_\_\_\_\_

DHCD and the Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- (c) Amendment. This Agreement may not be amended without the express written consent of DHCD and the Owner. The Owner agrees that it will take all actions necessary to effect amendment of this Agreement as may be necessary to comply with the Code and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Low-Income Tax Credit.
- (d) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and, where applicable, the laws of the United States of America.
- (e) Survival of Obligations. The obligations of the Owner as set forth herein shall survive the allocation of the Low-Income Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation.
- (f) Metrolist Listing. If the Project is located in the Boston Standard Metropolitan Statistical Area, prior to initial tenant selection for tax credit-assisted units, and thereafter whenever there is a vacancy in a tax credit-assisted unit, the Owner shall list such unit(s) with the City of Boston's Metrolist (Metropolitan Housing Opportunity Clearing Center), which is located at Boston City Hall, Room 966A, P.O. Box 5996, Boston, MA 02114-5996.

(g) City of Boston - Occupancy Goals. If the Project is located in a neighborhood which is predominantly white in the City of Boston, according to a list maintained at DHCD, the affirmative fair marketing plan referenced in section 2(k) above of this Agreement shall have the percentage goals for occupancy of the Low-Income Units of the Project which reflect the racial composition of the City of Boston as determined in the most recent U.S. Census. As of the date of execution of this Agreement, these percentages are as follows:

49.5% White	14.4% Hispanic	7.5% Asian/Pacific Island
23.8% Black	0.3% Native American	4.5% Other

DHCD may, from time to time during the term of this Agreement, provide the Owner with written notification of changes in the above percentage goals. The Owner agrees that upon receipt of such notification, it will amend the affirmative fair marketing plan for the Project to reflect such changed goals.

## SECTION 11 – GROUND LEASE

(a) The Owner is the tenant under the Ground Lease of the land upon which the Project is located, from the Ground Lessor as landlord and fee owner. For valuable consideration received, the receipt and sufficiency of which hereby are acknowledged, the Ground Lessor hereby joins in the grant of this Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants and agrees, for itself and its successors and assigns, to be bound by all of the terms and conditions hereof for the term of this Agreement, whether or not said Ground Lease is terminated for any reason, to the same extent as if the Ground Lessor were the named Owner hereunder.

(b) On the date of execution and delivery of this Agreement, the Owner shall deliver to DHCD a true and complete copy of the Ground Lease and the Notice of Ground Lease, together with all amendments thereto, and any other documents relating thereto as DHCD shall deem appropriate.

(c) Upon the recording of this Agreement in accordance with Section 2 above, the Owner shall cause a marginal reference to the recording of this Agreement to be noted on the Deed to the Ground Lessor, and shall provide written evidence thereof to DHCD.

(d) All notices to the Ground Lessor hereunder shall be given in the manner set forth in Section 10(b) above and shall be sent to the following address, or to such other address as the Ground Lessor may from time to time designate in writing:

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ATTENTION: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as a sealed instrument, as of the day and year first written above.

GROUND LESSOR: \_\_\_\_\_

By: \_\_\_\_\_

Type \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER: \_\_\_\_\_

By: \_\_\_\_\_,

its Manager/General Partner (strike one)

By: \_\_\_\_\_

Type \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DHCD: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

By: \_\_\_\_\_

Type \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged that he or she executed the foregoing instrument voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged that he or she executed the foregoing instrument voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF  SUFFOLK

On this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Massachusetts Department of Housing and Community Development, proved to me through satisfactory evidence of identification, which was my personal knowledge of the identity of the principal, to be the person whose name is signed on the preceding or attached document, and acknowledged that he or she executed the foregoing instrument voluntarily for its stated purpose and that the foregoing instrument is his or her free act and deed and the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

Exhibit A  
Description of Property

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## **SECTION 9**

### **LIST OF EXCEPTIONS TO THE ZONING BYLAWS AND OTHER LOCAL LAND USE REQUIREMENTS**

**370-384 HARVARD STREET  
PROPOSED WAIVER LIST**

M-1.0 Zoning District

**BROOKLINE ZONING BY-LAW**

<b>By-Law Section</b>	<b>Requirement</b>	<b>Requested Waivers</b>	<b>Details of Proposal Requiring Waiver</b>	<b>Waiver Number</b>
§4.07 – Table of Use Regulations	Multi-family Uses	Use property as a multi-family dwelling without a special permit.	The Development is a multi-family dwelling with 62 rental units (of which 58 will be affordable deed-restricted units) and a retail component of less than 5,000 s.f. Approval of a Comprehensive Permit by the Zoning Board of Appeals under M.G.L. c. 40B §20-23 allows proposed use.	A
§4.07 – Table of Use Regulations	Retail Store of less than 5,000 s.f. (Use #29)	Waiver from the restriction on retail stores in M Zoning Districts.	The Development has a retail store of less than 5,000 s.f. on the first floor facing Harvard Street.	B
§4.08	Affordable Housing Requirements	Use property for affordable housing without a special permit and without complying with specific requirements.	The Development is a multi-family dwelling under M.G.L. c. 40B and all affordable housing requirements are governed by the Comprehensive Permit.	C
Table §5.01	Minimum Lot Size	Waiver from minimum lot size requirement of 64,000 s.f. (3,000 s.f. for first dwelling unit and 1,000 s.f. for each additional dwelling unit).	The Development has 18,323 s.f. of lot area for 62 units.	D
Table §5.01	Maximum Floor Area	Waiver from 1.0 maximum ratio of gross floor area to lot area.	With 62,196 s.f. in gross floor area on a lot of 18,323 s.f., the Development will have a floor area ratio of approximately 3.4.	E
Table §5.01	Maximum Height of Buildings	Waiver from 40' maximum building height restriction.	The building height will be no greater than 70' 1".	F
Table §5.01	Minimum Front Yard	Waiver from the 15' Front Yard Setback requirement.	The front yard setback of the Development will be 0' along Harvard Street and 0' along Williams Street.	G

<b>By-Law Section</b>	<b>Requirement</b>	<b>Requested Waivers</b>	<b>Details of Proposal Requiring Waiver</b>	<b>Waiver Number</b>
Table §5.01	Minimum Side Yard	Waiver from the Side Yard Setback requirement (10' + L/10').	The setbacks of the Development will be 0' from the Kehillah Israel synagogue ground lease line and 0' along the Centre-Williams Condo Association property line.	H
Table §5.01	Minimum Rear Yard	Waiver from the Rear Yard Setback requirement (30'). Since the property is a corner lot with two side lot lines, the owner has the privilege of choosing which interior lot line will be considered the rear.	The setbacks of the Development will be 0' from the Kehillah Israel synagogue ground lease line and 0' along the Centre-Williams Condo Association property line.	I
Table §5.01	Minimum Landscaped Open Space	There is a requirement for landscaped open space equaling 10% of gross floor area, or 6,220 s.f. for this Development.	The Development will have 1,517 s.f. in open space, 2.4% of the development's gross floor area.	J
Table §5.01	Minimum Usable Open Space	There is a requirement for usable open space equaling 20% of gross floor area, or 12,439 s.f. for this Development.	The Development will have no usable open space on site.	K
Table §5.01	Minimum Side Yard (Kehillath Israel)	Waiver from the Side Yard Setback requirement (20' + L/10') for the KI Building at 384 Harvard Street.	The KI Building will have a 0' setback along a new ground lease lot line.	L
Table §5.01	Minimum Rear Yard (Kehillath Israel)	Waiver from the Rear Yard Setback requirement (40') for the KI Building at 384 Harvard Street.	The KI Building's new rear entrance will be reconfigured due to a new ground lease lot line and the JCHE development. The rear entrance stairs, ramps, and walls will have a 0' rear yard setback.	M
§5.09	Design Review	Project design approval without Design Review and a special permit under §5.09.	Design elements included in the Comprehensive Permit application to be reviewed by the Zoning Board of Appeals in accordance with M.G.L. c. 40B, §20-23.	N

<b>By-Law Section</b>	<b>Requirement</b>	<b>Requested Waivers</b>	<b>Details of Proposal Requiring Waiver</b>	<b>Waiver Number</b>
§5.45	Traffic Visibility Across Corners	Waiver from the requirement that no structure be maintained between a plane of 2.5' and 7' above curb level within 25' of the street intersection.	The Development has a 0' front yard setback along Harvard Street and a 0' front yard setback along William Street and the building will be located within this area.	O
§5.51	Projections into Front Yards	Waiver from the requirements restricting building projections.	Projections such as bays will extend more than 2.5' into the front yard setback.	P
§5.52	Fences and Terraces in Front Yards	Waiver from the requirements restricting decks in the front yard.	Wooden decking at the ground level will extend to the front property line along Williams Street, and a roof deck will extend to the front property line along Harvard Street.	Q
§5.62	Fences and Terraces in Side Yards (Kehillath Israel)	Waiver from the requirements restricting steps, decks and walls in the side yard.	The KI Building's new rear entrance will be reconfigured due to a new ground lease lot line and the JCHE development. The rear entrance stairs, ramps, and walls will have a 0' side yard setback.	R
§5.74	Fences and Terraces in Rear Yards (Kehillath Israel)	Waiver from the requirements restricting steps, decks and walls in the rear yard.	The KI Building's new rear entrance will be reconfigured due to a new ground lease lot line and the JCHE development. The rear entrance stairs, ramps, and walls will have a 0' rear yard setback.	S
§6.02, Paragraph 1, Table of Off-Street Parking Space Requirements	Off-Street Parking Spaces	Waiver from parking space requirement of 2.0 per dwelling unit and 1 space per 200 s.f. for retail component of project.	The project will have a total of 14 parking spaces.	T
Article VI	Vehicular Service Uses Requirements	Waiver from all dimensional and design requirements for off-street parking, including but not limited to minimum aisle width, maximum driveway width; number of accessible	Off-street parking design and dimensions per Comprehensive Permit plans.	U

By-Law Section	Requirement	Requested Waivers	Details of Proposal Requiring Waiver	Waiver Number
		parking spaces and driveway location distance from a street corner.		
§6.06	Off-Street Loading Spaces	Waiver from the one required loading space for the project's retail component.	Loading for 370-384 Harvard Street will take place in the proposed pick-up/drop off area on Harvard Street.	V
§6.07	Design and Layout of Off-Street Loading Facilities	Waiver from design and layout requirements for loading facilities.	Design and layout of loading facilities per Comprehensive Permit plans.	W

#### **BROOKLINE TOWN BY-LAWS**

Bylaw Section	Requirement	Requested Waiver(s)	Details of Proposal Requiring Waiver	Waiver Number
§3.17	Department of Public Works – Tree Removal Permit Process*	Waiver from the Department of Public Works.	Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	X
§3.17	Department of Public Works – Transportation**	Waiver from the Transportation Board review process to remove on-street parking and establish a drop-off/pick-up zone on Harvard Street.	Comprehensive Permit, as may be granted by Zoning Board of Appeals, shall provide all local permits per M.G.L. c.40B § 20-23.	Y
§5.3	Demolition Delay By-law	Waiver from the Preservation Commission requirements to demolish buildings in Brookline.	Comprehensive Permit, as may be granted by Zoning Board of Appeals shall provide all local permits per M.G.L. c. 40B § 20-23.	Z

\*Refer to M.G.L. ch. 87 regarding removal of Public Shade Trees.

\*\*Refer to M.G.L. ch. 317 of the Acts of 1974 regarding the Transportation Board's authority in the Town of Brookline.

## **SECTION 10**

### **TRAFFIC IMPACT ASSESSMENT**



**Stantec Consulting Services Inc.**  
226 Causeway Street 6th Floor  
Boston MA US 02114-2155

October 28, 2016  
File: 210801364

**Attention: Ms. Rhonda Spector**  
Director of Real Estate Development  
Jewish Community Housing for the Elderly  
30 Wallingford Road  
Brighton, MA 02135-4753

Dear Ms. Spector,

**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

Per your request, we conducted an investigation of potential traffic impacts associated with the above referenced project. Based on this investigation we conclude that the project will have a negligible impact on area traffic operations. Furthermore, the roadway system operates at a high level of service under existing conditions and has adequate capacity to accommodate the project related traffic increases at the same high level of service. Proposed changes at the site, a new driveway on Williams Street and a pick-up/drop-off area on Harvard Street, will allow for safe site access for employees and emergency vehicles.

**PROJECT DESCRIPTION**

Congregation Kehillath Israel is entering into a long term lease agreement with Jewish Community Housing for the Elderly to redevelop a portion of their property at the Harvard Street and Williams Street intersection in Brookline as an independent senior living community. The existing Epstein Auditorium building on the property would be removed and replaced with 62 senior living units, including 53 one-bedroom units and nine two-bedroom units. Less than 5000 square feet of retail space is also proposed fronting Harvard Street to serve resident and neighborhood needs. Parking on the site would be increased by 14 spaces. Three of these spaces will be designated for use by the existing temple and the balance, including at least one car-share space, will support the new facility. Access to the parking would be by way of a new driveway at Williams Street. The proposed driveway will be approximately 20 feet wide.

**EXISTING CONDITIONS**

Roadways

The project site is located in the southwest quadrant of the signalized Williams Street/Stedman Street/Harvard Street intersection. Harvard Street is a two-lane, two-way minor arterial adjacent to the project site with on-street parking and bike lanes. Sidewalks are also provided on both sides of the street. Stedman Street enters Harvard Street from the north and Williams Street exits Harvard Street to the south. (Both are one-way southbound streets.) Williams Street is located just west of Stedman Street creating an off-set intersection. At this intersection Harvard Street includes a westbound left-turn lane approximately 90 feet in length. Stedman Street includes separate right and left turn lanes. The signal provides a protected



**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

phase for left turns from Harvard Street to Williams Street. An exclusive pedestrian phase is also provided. A school, the Edward Devotion School, is located in the northeast quadrant of the intersection and generates significant pedestrian traffic during morning arrivals and afternoon dismissal. A police detail is present to help manage traffic at these times.

Traffic Volumes

Peak hour traffic volume data for the above intersection was obtained from another recent traffic study and new field counts. A Transportation Study prepared by VHB for the *Edward Devotion School Project* date April 25, 2015 was referenced to obtain AM peak hour traffic volumes. Since this study considered traffic impacts during school peak activity periods it did not include counts during the afternoon commuter peak traffic period. New counts were contracted by Stantec for the PM peak period in April 2016. The weekday AM and PM peak hour volumes are reported in Table 1. As shown, during the AM commuter peak hour the highest volume flow, 425 vehicles per hour, is westbound on Harvard Street towards Allston. During the PM peak hour Harvard Street volumes are fairly balanced with a westbound through volume of 495 vehicles and an eastbound through volume, headed toward Brookline Village, of 485 vehicles. The side street volumes range from 75 to 125 vehicles per hour. The AM peak hour occurs 7:15 to 8:15 AM and the PM peak hour is from 5:00 to 6:00 PM.

Direction/Movement	AM Peak Hour	PM Peak Hour
<b>Southbound (Stedman St.)</b>		
Left	30	15
Through	25	30
Right	55	30
<b>Eastbound (Harvard Ave.)</b>		
Through	350	485
Right	30	25
<b>Westbound (Harvard Ave.)</b>		
Left	70	100
Through	425	495
<b>TOTAL</b>	<b>985</b>	<b>1180</b>

*Table 1 Existing Peak Hour Traffic Volumes – Williams Street/Stedman Street/Harvard Street Intersection*



**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

Operations

Existing intersection peak hour operating levels of service were calculated for the Williams Street/Stedman Street/Harvard Street intersection following procedures described in the latest edition of the *Highway Capacity Manual*. Operating level of service (LOS) is a term used to describe the quality of traffic flow on a roadway. It is an aggregate measure of travel delay, travel speed, congestion, driver discomfort, convenience, and safety based on a comparison of roadway capacity to travel demand. Operating levels of service are reported on a scale of A to F with LOS A representing the best operating conditions (little or no delay to motorists) and LOS F representing the worst operating conditions (long delays and with traffic demands sometimes exceeding roadway capacity.) As reported in *Edward Devotion School Project Transportation Study* the subject intersection presently operates at LOS B during the AM peak hour and LOS B during the school dismissal hour. Stantec’s analysis of PM commuter peak hour operations, attached, indicates that it operates at LOS B during this hour.

**FUTURE CONDITIONS**

Traffic volume conditions on the area roadway system were developed for a “Build” scenario. The “Build” scenario assumes that traffic generated by the proposed development is combined with existing traffic volumes. Existing and Build traffic conditions at the subject intersection were then compared to quantify the impact of project traffic on volumes and operations.

Site Traffic

Traffic forecasts for the proposed development project were based on the application of standard Institute of Transportation Engineers (ITE) trip rates. Based on the ITE trip rates for Land Use Code 252-Senior Adult Housing – Attached, a 62-unit senior living facility will generate only 12 AM peak hour vehicle trips and 15 PM peak hour trips as noted in Table 2. Up to 214 vehicle trips on a daily basis are expected based on the ITE data. Vehicle trip generation for the retail space is expected to be nominal as the retail space will serve residents of the project and the neighborhood. The retail space will be sustained primarily by walk-in traffic.

Time Period	Direction	Trip Rate (Trips / Dwelling Unit)	Vehicle Trips
AM Peak Hour	Entering	0.07	4
	Exiting	0.13	8
	Total	0.20	12
PM Peak Hour	Entering	0.13	8
	Exiting	0.12	7
	Total	0.25	15



**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

Time Period	Direction	Trip Rate (Trips / Dwelling Unit)	Vehicle Trips
Daily	Entering	1.72	107
	Exiting	1.72	107
	Total	3.44	214

*Table 2 Project Traffic Generation*

The above trip estimates are considered very conservative for two reasons. First, residents of the proposed facility will not be allowed to own vehicles. (Two parking stalls will be reserved for car-share vehicles and transportation services will be offered to residents for local trips.) Consequently, trip generation at this site will be limited primarily to employee trips. Since the ITE trip rates include both employee and resident trips, the trip estimates are conservative. Second, not all employees will drive to the site. The ITE trip rates are based on data collected primarily at suburban sites where virtually all trips to and from the sites monitored are made by automobile. In Brookline, only 40 percent of residents drive alone to work based on 2010 US Census data. Older Census data (2000) indicate that only 65 percent of people working in Brookline commute by private automobile. Consequently, at the Brookline location trip generation associated with employees will likely be 35 percent lower than the ITE estimate.

Another component of the project traffic generation relates to home care workers. Residents may choose to hire part-time home care workers (non-JCHE employees) who will make visits to the site throughout the day. These trips are already accounted for in the ITE trip rates to the extent that residents in the sites surveyed also employ home care workers. Here again the analysis is conservative in that all project generated trips are assumed to be generated at the site. In discussions with the sponsor (JCHE), they report that many home care workers will likely walk or use public transportation. The few vehicle trips that they generate will be dispersed among nearby municipal parking lots and available on-street parking.

#### Future Traffic Volumes

Anticipated site generated vehicle trips were assigned to the area roadway network assuming that a driveway serving the project-related parking would be located on Williams Street. It was also assumed that all of the entering trips would pass through the Williams Street/Stedman Street/Harvard Street intersection with approximately one-half approaching from the east and one-half approaching from the west. Due to the one-way nature of Williams Street traffic exiting the site will not likely pass through the subject intersection. However, to be conservative, it was assumed that all of the exiting trips would access Harvard Street by way of Fuller Street (located west of the site). Half of these exiting trips would then turn right from Fuller Street and pass through the subject intersection in the eastbound direction. The project trip assignments are documented in Table 3.



**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

Direction/Movement	AM Peak Hour			PM Peak Hour		
	Existing Volumes	Project Traffic	Build Volumes	Existing Volumes	Project Traffic	Build Volumes
<b>Southbound (Stedman St.)</b>						
Left	30	0	30	15	0	15
Through	25	0	25	30	0	30
Right	55	0	55	30	0	30
<b>Eastbound (Harvard Ave.)</b>						
Through	350	4	354	485	4	489
Right	30	2	32	25	4	29
<b>Westbound (Harvard Ave.)</b>						
Left	70	2	72	100	4	104
Through	425	0	425	495	0	495
<b>TOTAL</b>	<b>985</b>	<b>8</b>	<b>993</b>	<b>1180</b>	<b>12</b>	<b>1192</b>

*Table 3 Future Peak Hour Traffic Volumes – Williams Street/Stedman Street/Harvard Street Intersection*

The combined project traffic and existing traffic volumes represent the Build condition traffic volumes which are also shown in Table 3. As noted, based on the assumptions described above, the project will add 12 or less peak hour vehicles to the subject intersection. This represents a one percent or less increase in volumes over existing conditions.

Future Traffic Operations

The traffic operations analyses completed above for existing traffic conditions were repeated for Build conditions for the Williams Street/Stedman Street/Harvard Street intersection. The results for both conditions are presented in Table 4. Also provided are calculated 95<sup>th</sup> percentile vehicle queues for the westbound left-turn lane on Harvard Street. As shown, the added project traffic will not have a noticeable impact on intersection operations. The calculated level of service is unchanged between existing and Build conditions. The overall vehicle delay is expected to increase by less than one second as a result of the proposed development project. Calculated 95<sup>th</sup> percentile vehicle queues in the 90-foot long westbound left-turn lane on Harvard Street are 50 feet or less under Build conditions. Capacity analysis worksheets for all analysis conditions are attached.



**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

Peak Hour	Existing Conditions				Build Conditions			
	LOS <sup>1</sup>	Delay <sup>2</sup>	V/C <sup>3</sup>	Queue <sup>4</sup>	LOS	Delay	V/C	Queue <sup>4</sup>
AM	B	15.6	0.41	36	B	15.7	0.41	37
PM	B	16.4	0.53	49	B	16.6	0.54	50

<sup>1</sup> LOS= Level of Service

<sup>2</sup> Delay = Average delay expressed in seconds per vehicle

<sup>3</sup> V/C = Volume-to-capacity ratio for critical movements

<sup>4</sup> 95th Percentile vehicle queue measured in feet in the westbound left-turn lane on Harvard Street

*Table 4 Williams Street/Stedman Street/Harvard Street Intersection Operations*

Emergency Response

A concern often cited with respect to senior housing is the frequency with which ambulances may arrive at such a facility. Data for the number of ambulance calls for four Jewish Community Housing for the Elderly facilities was provided to Stantec. The data is summarized below in Table 5.

Facility	# Units	Calls per Week	Weekly Calls per Unit	Annual Calls per Unit
Shillman House	150	2	0.013	0.693
Coleman House	146	3	0.021	1.068
Golda Meir House	199	3	0.015	0.784
Brighton Campus	702	9	0.013	0.667
Average	299	4.25	0.014	0.739

*Table 5 Fire/EMS calls at JCHE Facilities*

As shown in Table 5, the average annual EMS/Fire call rate at these existing facilities is 0.74 calls per unit. Applying this call rate to the proposed 62-unit residential development indicates 46 EMS calls per year at this facility or 0.88 EMS calls per week. Permission will be sought from the Town to remove several parking spaces along Harvard Street adjacent to the site so that these spaces could be repurposed as a pick-up/drop-off zone for residents and visitors. The pick-up/drop-off zone would also serve emergency vehicles. Ambulances arriving from Coolidge Corner will have adequate space to make a U-turn to enter the pick-up/drop-off area, if desired. (The minimum turning radius for an ambulance is 42 feet and Harvard Street is 42 feet wide at this location excluding the parking lane on the north side of the street.)

**CONCLUSIONS AND RECOMMENDATIONS**

As explained above, the proposed development will not have a significant impact on traffic operations at the Williams Street/Stedman Street/Harvard Street intersection. Likewise, it will not generate a significant



October 28, 2016  
Ms. Rhonda Spector  
Page 7 of 7

**Reference: Congregation Kehillath Israel Senior Living Community, Brookline, MA**

number of EMS calls. Consequently, no recommendations are proposed to mitigate project related traffic impacts.

Thank you for the opportunity in assisting you with this project. Please do not hesitate to call if you have questions regarding the above.

Regards,

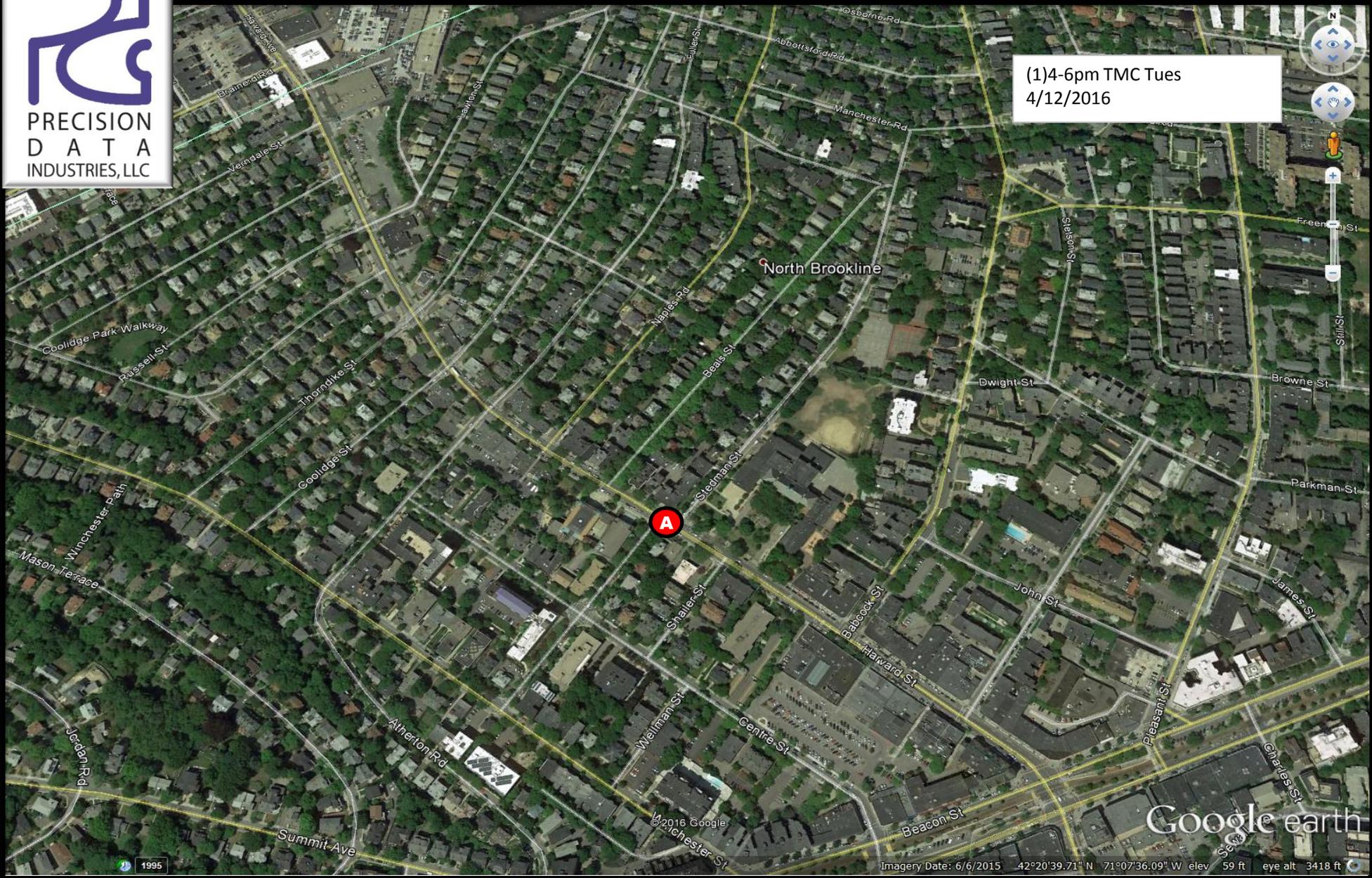
**Stantec Consulting Services Inc.**

Richard S. Bryant  
Associate  
Phone:802 864 0223  
Fax:802 864 0165  
Richard.Bryant@stantec.com

Attachments: Traffic Counts, Capacity Analysis Worksheets

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# Location Map: 165044 Brookline, MA



**Client:**  
Stantec

**Engineer:**  
R. Bryant

**Site Code:**  
TBA

**Date:**  
Tuesday 4/12/2016

**PDI Job #**  
165044

**City, State:**  
Brookline, MA



PRECISION  
D A T A  
INDUSTRIES, LLC

46 Morton Street, Framingham, MA 01752  
Office: 508.875.0100 Fax: 508-875-0118  
Email: datarequests@pdillc.com

File Name : 165044 A  
Site Code : TBA  
Start Date : 4/12/2016  
Page No : 1

N/S: Stedman Street/ Williams Street  
E/W: Harvard Street  
City, State: Brookline, MA  
Client: Stantec/ R. Bryant

Groups Printed- Cars - Heavy Vehicles

Start Time	Stedman Street From North				Harvard Street From East				Williams Street From South				Harvard Street From West				Int. Total
	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	
04:00 PM	5	5	16	0	0	95	27	1	0	0	0	0	8	94	0	0	251
04:15 PM	4	6	5	0	0	118	21	0	0	0	0	0	9	121	0	0	284
04:30 PM	4	4	4	0	0	118	24	0	0	0	0	0	10	115	0	0	279
04:45 PM	2	3	6	0	0	107	26	1	0	0	0	0	8	113	0	0	266
<b>Total</b>	<b>15</b>	<b>18</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>438</b>	<b>98</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35</b>	<b>443</b>	<b>0</b>	<b>0</b>	<b>1080</b>
05:00 PM	9	7	5	0	0	118	18	0	0	0	0	0	2	113	0	0	272
05:15 PM	7	8	4	0	0	119	24	0	0	0	0	0	9	120	0	0	291
05:30 PM	10	8	5	0	0	121	27	0	0	0	0	0	4	130	0	0	305
05:45 PM	4	7	2	0	0	137	30	0	0	0	0	0	12	122	0	0	314
<b>Total</b>	<b>30</b>	<b>30</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>495</b>	<b>99</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>485</b>	<b>0</b>	<b>0</b>	<b>1182</b>
<b>Grand Total</b>	<b>45</b>	<b>48</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>933</b>	<b>197</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>62</b>	<b>928</b>	<b>0</b>	<b>0</b>	<b>2262</b>
Apprch %	32.1	34.3	33.6	0	0	82.4	17.4	0.2	0	0	0	0	6.3	93.7	0	0	
Total %	2	2.1	2.1	0	0	41.2	8.7	0.1	0	0	0	0	2.7	41	0	0	
Cars	45	48	47	0	0	895	194	2	0	0	0	0	62	897	0	0	2190
% Cars	100	100	100	0	0	95.9	98.5	100	0	0	0	0	100	96.7	0	0	96.8
Heavy Vehicles	0	0	0	0	0	38	3	0	0	0	0	0	0	31	0	0	72
% Heavy Vehicles	0	0	0	0	0	4.1	1.5	0	0	0	0	0	0	3.3	0	0	3.2

Start Time	Stedman Street From North					Harvard Street From East					Williams Street From South					Harvard Street From West					Int. Total
	Right	Thru	Left	U-Turn	App.Total	Right	Thru	Left	U-Turn	App.Total	Right	Thru	Left	U-Turn	App.Total	Right	Thru	Left	U-Turn	App.Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	9	7	5	0	21	0	118	18	0	136	0	0	0	0	0	2	113	0	0	115	272
05:15 PM	7	8	4	0	19	0	119	24	0	143	0	0	0	0	0	9	120	0	0	129	291
05:30 PM	10				23	0	121	27	0	148	0	0	0	0	0	4	130			134	
05:45 PM	4	7	2	0	13	0	137	30	0	167	0	0	0	0	0	12	122	0	0	134	314
Total Volume	30	30	16	0	76	0	495	99	0	594	0	0	0	0	0	27	485	0	0	512	1182
% App. Total	39.5	39.5	21.1	0		0	83.3	16.7	0		0	0	0	0		5.3	94.7	0	0		
PHF	.750	.938	.800	.000	.826	.000	.903	.825	.000	.889	.000	.000	.000	.000	.000	.563	.933	.000	.000	.955	.941
Cars	30	30	16	0	76	0	476	98	0	574	0	0	0	0	0	27	473	0	0	500	1150
% Cars	100	100	100	0	100	0	96.2	99.0	0	96.6	0	0	0	0	0	100	97.5	0	0	97.7	97.3
Heavy Vehicles	0	0	0	0	0	0	19	1	0	20	0	0	0	0	0	0	12	0	0	12	32
% Heavy Vehicles	0	0	0	0	0	0	3.8	1.0	0	3.4	0	0	0	0	0	0	2.5	0	0	2.3	2.7



PRECISION  
D A T A  
INDUSTRIES, LLC

46 Morton Street, Framingham, MA 01752  
Office: 508.875.0100 Fax: 508-875-0118  
Email: datarequests@pdillc.com

File Name : 165044 A  
Site Code : TBA  
Start Date : 4/12/2016  
Page No : 1

N/S: Stedman Street/ Williams Street  
E/W: Harvard Street  
City, State: Brookline, MA  
Client: Stantec/ R. Bryant

Groups Printed- Cars

Start Time	Stedman Street From North				Harvard Street From East				Williams Street From South				Harvard Street From West				Int. Total
	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	
04:00 PM	5	5	16	0	0	90	27	1	0	0	0	0	8	92	0	0	244
04:15 PM	4	6	5	0	0	114	19	0	0	0	0	0	9	118	0	0	275
04:30 PM	4	4	4	0	0	110	24	0	0	0	0	0	10	107	0	0	263
04:45 PM	2	3	6	0	0	105	26	1	0	0	0	0	8	107	0	0	258
Total	15	18	31	0	0	419	96	2	0	0	0	0	35	424	0	0	1040
05:00 PM	9	7	5	0	0	111	18	0	0	0	0	0	2	111	0	0	263
05:15 PM	7	8	4	0	0	113	24	0	0	0	0	0	9	116	0	0	281
05:30 PM	10	8	5	0	0	118	27	0	0	0	0	0	4	128	0	0	300
05:45 PM	4	7	2	0	0	134	29	0	0	0	0	0	12	118	0	0	306
Total	30	30	16	0	0	476	98	0	0	0	0	0	27	473	0	0	1150
Grand Total	45	48	47	0	0	895	194	2	0	0	0	0	62	897	0	0	2190
Apprch %	32.1	34.3	33.6	0	0	82	17.8	0.2	0	0	0	0	6.5	93.5	0	0	
Total %	2.1	2.2	2.1	0	0	40.9	8.9	0.1	0	0	0	0	2.8	41	0	0	

Start Time	Stedman Street From North					Harvard Street From East					Williams Street From South					Harvard Street From West					Int. Total
	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	9	7	5	0	21	0	111	18	0	129	0	0	0	0	0	2	111	0	0	113	263
05:15 PM	7	8	4	0	19	0	113	24	0	137	0	0	0	0	0	9	116	0	0	125	281
05:30 PM	10				23	0	118	27	0	145	0	0	0	0	0	4	128			132	
05:45 PM	4	7	2	0	13	0	134	29	0	163	0	0	0	0	0	12	118	0	0	130	306
Total Volume	30	30	16	0	76	0	476	98	0	574	0	0	0	0	0	27	473	0	0	500	1150
% App. Total	39.5	39.5	21.1	0		0	82.9	17.1	0		0	0	0	0		5.4	94.6	0	0		
PHF	.750	.938	.800	.000	.826	.000	.888	.845	.000	.880	.000	.000	.000	.000	.000	.563	.924	.000	.000	.947	.940



PRECISION  
D A T A  
INDUSTRIES, LLC

46 Morton Street, Framingham, MA 01752  
Office: 508.875.0100 Fax: 508-875-0118  
Email: datarequests@pdillc.com

File Name : 165044 A  
Site Code : TBA  
Start Date : 4/12/2016  
Page No : 1

N/S: Stedman Street/ Williams Street  
E/W: Harvard Street  
City, State: Brookline, MA  
Client: Stantec/ R. Bryant

Groups Printed- Heavy Vehicles

Start Time	Stedman Street From North				Harvard Street From East				Williams Street From South				Harvard Street From West				Int. Total
	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	
04:00 PM	0	0	0	0	0	5	0	0	0	0	0	0	0	2	0	0	7
04:15 PM	0	0	0	0	0	4	2	0	0	0	0	0	0	3	0	0	9
04:30 PM	0	0	0	0	0	8	0	0	0	0	0	0	0	8	0	0	16
04:45 PM	0	0	0	0	0	2	0	0	0	0	0	0	0	6	0	0	8
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>40</b>
05:00 PM	0	0	0	0	0	7	0	0	0	0	0	0	0	2	0	0	9
05:15 PM	0	0	0	0	0	6	0	0	0	0	0	0	0	4	0	0	10
05:30 PM	0	0	0	0	0	3	0	0	0	0	0	0	0	2	0	0	5
05:45 PM	0	0	0	0	0	3	1	0	0	0	0	0	0	4	0	0	8
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>19</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>32</b>
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>0</b>	<b>72</b>
Apprch %	0	0	0	0	0	92.7	7.3	0	0	0	0	0	0	100	0	0	
Total %	0	0	0	0	0	52.8	4.2	0	0	0	0	0	0	43.1	0	0	

Start Time	Stedman Street From North					Harvard Street From East					Williams Street From South					Harvard Street From West					Int. Total
	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	8	0	0	8	16
<b>04:45 PM</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>8</b>
<b>05:00 PM</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>9</b>
<b>05:15 PM</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>10</b>
Total Volume	0	0	0	0	0	0	23	0	0	23	0	0	0	0	0	0	20	0	0	20	43
% App. Total	0	0	0	0	0	0	100	0	0		0	0	0	0	0	0	100	0	0		
PHF	.000	.000	.000	.000	.000	.000	.719	.000	.000	.719	.000	.000	.000	.000	.000	.000	.625	.000	.000	.625	.672



PRECISION  
D A T A  
INDUSTRIES, LLC

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N/S: Stedman Street/ Williams Street  
E/W: Harvard Street  
City, State: Brookline, MA  
Client: Stantec/ R. Bryant

File Name : 165044 A  
Site Code : TBA  
Start Date : 4/12/2016  
Page No : 1

Groups Printed- Peds and Bicycles

Start Time	Stedman Street From North					Harvard Street From East					Williams Street From South					Harvard Street From West					Int. Total
	Right	Thru	Left	Peds EB	Peds WB	Right	Thru	Left	Peds SB	Peds NB	Right	Thru	Left	Peds WB	Peds EB	Right	Thru	Left	Peds NB	Peds SB	
04:00 PM	0	0	0	11	14	5	0	0	2	4	0	0	0	10	10	0	0	0	0	1	57
04:15 PM	0	0	0	22	19	5	1	0	7	6	0	0	0	16	13	0	3	0	0	0	92
04:30 PM	0	0	0	8	28	2	1	0	10	3	0	0	0	11	12	0	3	0	0	0	78
04:45 PM	0	0	0	21	28	4	0	0	8	8	0	0	0	21	12	0	2	0	0	2	106
<b>Total</b>	0	0	0	62	89	16	2	0	27	21	0	0	0	58	47	0	8	0	0	3	333
05:00 PM	0	0	0	16	41	6	0	0	10	3	0	0	0	14	11	0	5	0	0	0	106
05:15 PM	0	0	0	23	40	12	1	0	3	6	0	0	0	16	19	0	4	0	0	0	124
05:30 PM	0	0	1	13	54	10	0	0	15	0	0	0	0	18	20	0	6	0	0	0	137
05:45 PM	0	0	0	14	59	11	1	0	11	4	0	0	0	23	16	0	14	0	0	0	153
<b>Total</b>	0	0	1	66	194	39	2	0	39	13	0	0	0	71	66	0	29	0	0	0	520
<b>Grand Total</b>	0	0	1	128	283	55	4	0	66	34	0	0	0	129	113	0	37	0	0	3	853
Apprch %	0	0	0.2	31.1	68.7	34.6	2.5	0	41.5	21.4	0	0	0	53.3	46.7	0	92.5	0	0	7.5	
Total %	0	0	0.1	15	33.2	6.4	0.5	0	7.7	4	0	0	0	15.1	13.2	0	4.3	0	0	0.4	

Start Time	Stedman Street From North						Harvard Street From East						Williams Street From South						Harvard Street From West						Int. Total
	Right	Thru	Left	Peds EB	Peds WB	App. Total	Right	Thru	Left	Peds SB	Peds NB	App. Total	Right	Thru	Left	Peds WB	Peds EB	App. Total	Right	Thru	Left	Peds NB	Peds SB	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 05:00 PM																									
05:00 PM	0	0	0	16	41	57	6	0	0	10	3	19	0	0	0	14	11	25	0	5	0	0	0	5	106
05:15 PM	0	0	0	<b>23</b>	40	63	<b>12</b>	<b>1</b>	0	3	<b>6</b>	22	0	0	0	16	19	35	0	4	0	0	0	4	124
05:30 PM	0	0	<b>1</b>	13	54	68	10	0	0	<b>15</b>	0	25	0	0	0	18	<b>20</b>	38	0	6	0	0	0	6	137
05:45 PM	0	0	0	14	<b>59</b>	<b>73</b>	11	1	0	11	4	<b>27</b>	0	0	0	<b>23</b>	16	<b>39</b>	0	<b>14</b>	0	0	0	<b>14</b>	<b>153</b>
Total Volume	0	0	1	66	194	261	39	2	0	39	13	93	0	0	0	71	66	137	0	29	0	0	0	29	520
% App. Total	0	0	0.4	25.3	74.3	41.9	2.2	0	41.9	14	0	0	0	51.8	48.2	0	100	0	0	0					
PHF	.000	.000	.250	.717	.822	.894	.813	.500	.000	.650	.542	.861	.000	.000	.000	.772	.825	.878	.000	.518	.000	.000	.000	.518	.850



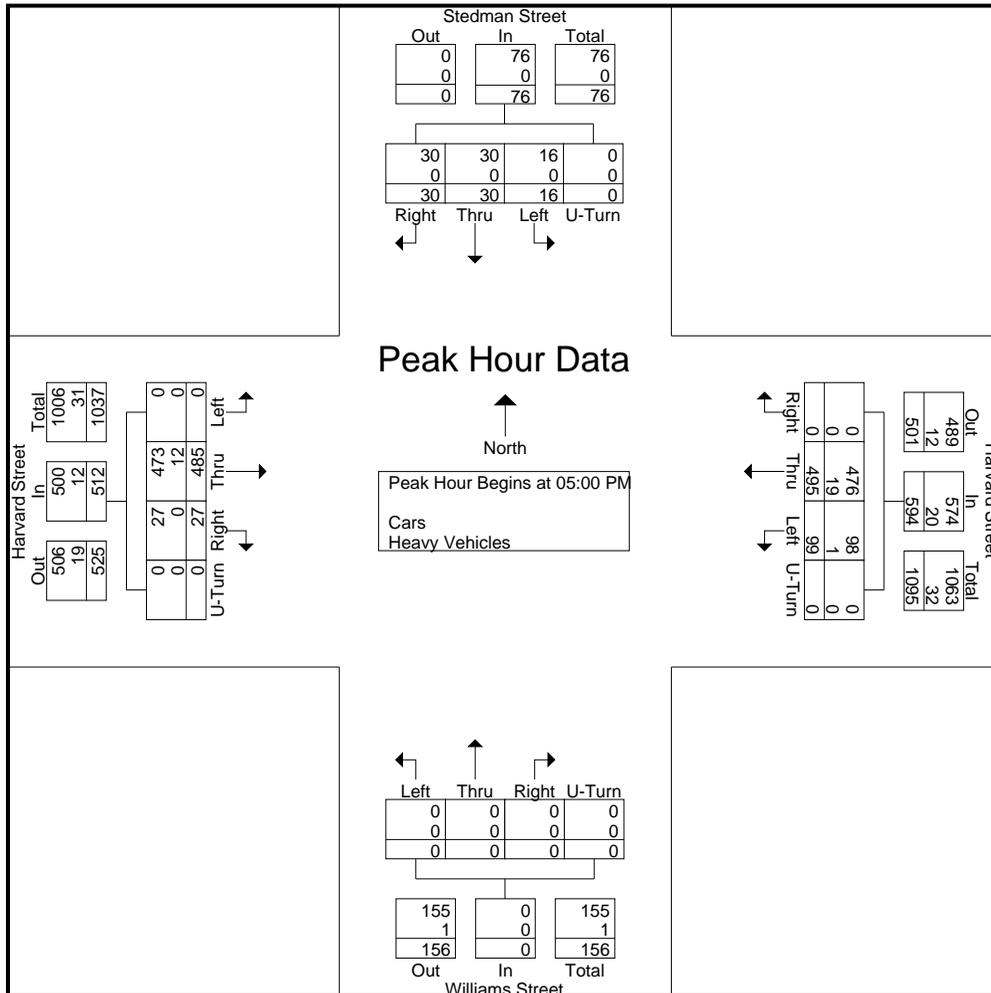
PRECISION  
D A T A  
INDUSTRIES, LLC

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N/S: Stedman Street/ Williams Street  
E/W: Harvard Street  
City, State: Brookline, MA  
Client: Stantec/ R. Bryant

Start Time	Stedman Street From North					Harvard Street From East					Williams Street From South					Harvard Street From West					Int. Total
	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	9	7	5	0	21	0	118	18	0	136	0	0	0	0	0	2	113	0	0	115	272
05:15 PM	7	8	4	0	19	0	119	24	0	143	0	0	0	0	0	9	120	0	0	129	291
05:30 PM	10				23	0	121	27	0	148	0	0	0	0	0	4	130			134	
05:45 PM	4	7	2	0	13	0	137	30	0	167	0	0	0	0	0	12	122	0	0	134	314
Total Volume	30	30	16	0	76	0	495	99	0	594	0	0	0	0	0	27	485	0	0	512	1182
% App. Total	39.5	39.5	21.1	0		0	83.3	16.7	0		0	0	0	0	0	5.3	94.7	0	0		
PHF	.750	.938	.800	.000	.826	.000	.903	.825	.000	.889	.000	.000	.000	.000	.000	.563	.933	.000	.000	.955	.941
Cars	30	30	16	0	76	0	476	98	0	574	0	0	0	0	0	27	473	0	0	500	1150
% Cars	100	100	100	0	100	0	96.2	99.0	0	96.6	0	0	0	0	0	100	97.5	0	0	97.7	97.3
Heavy Vehicles	0	0	0	0	0	0	19	1	0	20	0	0	0	0	0	0	12	0	0	12	32
% Heavy Vehicles	0	0	0	0	0	0	3.8	1.0	0	3.4	0	0	0	0	0	0	2.5	0	0	2.3	2.7



HCM Signalized Intersection Capacity Analysis  
3: Williams Street/Stedman Street & Harvard St

Existing Conditions  
AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	350	30	70	425	0	0	0	0	30	25	55
Future Volume (vph)	0	350	30	70	425	0	0	0	0	30	25	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	15	12	12	15	12	12	12	12	12	12	12
Total Lost time (s)		4.0		4.0	4.0					4.0	4.0	
Lane Util. Factor		1.00		1.00	1.00					1.00	1.00	
Frbp, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Flpb, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Frt		0.99		1.00	1.00					1.00	0.90	
Flt Protected		1.00		0.95	1.00					0.95	1.00	
Satd. Flow (prot)		1721		1736	1758					1579	1491	
Flt Permitted		1.00		0.33	1.00					0.95	1.00	
Satd. Flow (perm)		1721		595	1758					1579	1491	
Peak-hour factor, PHF	0.95	0.95	0.95	0.97	0.97	0.97	0.92	0.92	0.92	0.66	0.66	0.66
Adj. Flow (vph)	0	368	32	72	438	0	0	0	0	45	38	83
RTOR Reduction (vph)	0	4	0	0	0	0	0	0	0	0	77	0
Lane Group Flow (vph)	0	396	0	72	438	0	0	0	0	45	44	0
Confl. Bikes (#/hr)			10			10						
Heavy Vehicles (%)	0%	5%	3%	4%	4%	0%	0%	0%	0%	0%	0%	0%
Parking (#/hr)		5	5		5					5	5	5
Turn Type		NA		pm+pt	NA					Split	NA	
Protected Phases		2		1	6					4	4	
Permitted Phases				6								
Actuated Green, G (s)		23.6		31.0	31.0					4.5	4.5	
Effective Green, g (s)		23.6		31.0	31.0					4.5	4.5	
Actuated g/C Ratio		0.39		0.51	0.51					0.07	0.07	
Clearance Time (s)		4.0		4.0	4.0					4.0	4.0	
Vehicle Extension (s)		3.0		3.0	3.0					3.0	3.0	
Lane Grp Cap (vph)		672		369	902					117	111	
v/s Ratio Prot		c0.23		0.01	c0.25					0.03	c0.03	
v/s Ratio Perm				0.09								
v/c Ratio		0.59		0.20	0.49					0.38	0.40	
Uniform Delay, d1		14.6		8.5	9.5					26.6	26.7	
Progression Factor		1.00		1.00	1.00					1.00	1.00	
Incremental Delay, d2		1.3		0.3	1.9					2.1	2.3	
Delay (s)		15.9		8.7	11.4					28.7	29.0	
Level of Service		B		A	B					C	C	
Approach Delay (s)		15.9			11.0			0.0			28.9	
Approach LOS		B			B			A			C	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			15.6			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.41									
Actuated Cycle Length (s)			60.4			Sum of lost time (s)				16.0		
Intersection Capacity Utilization			40.2%			ICU Level of Service				A		
Analysis Period (min)			15									

c Critical Lane Group

Queues  
3: Williams Street/Stedman Street & Harvard St

Existing Conditions  
AM Peak Hour

	→	↙	←	↘	↓
Lane Group	EBT	WBL	WBT	SBL	SBT
Lane Group Flow (vph)	400	72	438	45	121
v/c Ratio	0.53	0.17	0.47	0.27	0.52
Control Delay	25.2	11.8	14.9	29.4	20.3
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	25.2	11.8	14.9	29.4	20.3
Queue Length 50th (ft)	138	15	118	15	13
Queue Length 95th (ft)	#292	36	200	30	32
Internal Link Dist (ft)	1		180		129
Turn Bay Length (ft)		125			
Base Capacity (vph)	749	429	937	169	233
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.53	0.17	0.47	0.27	0.52

Intersection Summary

# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis  
3: Williams Street/Stedman Street & Harvard St

Existing Conditions  
PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	485	25	100	495	0	0	0	0	15	30	30
Future Volume (vph)	0	485	25	100	495	0	0	0	0	15	30	30
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	15	12	12	15	12	12	12	12	12	12	12
Total Lost time (s)		4.0		4.0	4.0					4.0	4.0	
Lane Util. Factor		1.00		1.00	1.00					1.00	1.00	
Frbp, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Flpb, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Frt		0.99		1.00	1.00					1.00	0.92	
Flt Protected		1.00		0.95	1.00					0.95	1.00	
Satd. Flow (prot)		1761		1752	1775					1579	1538	
Flt Permitted		1.00		0.22	1.00					0.95	1.00	
Satd. Flow (perm)		1761		403	1775					1579	1538	
Peak-hour factor, PHF	0.88	0.88	0.88	0.90	0.90	0.90	0.92	0.92	0.92	0.63	0.63	0.63
Adj. Flow (vph)	0	551	28	111	550	0	0	0	0	24	48	48
RTOR Reduction (vph)	0	2	0	0	0	0	0	0	0	0	45	0
Lane Group Flow (vph)	0	577	0	111	550	0	0	0	0	24	51	0
Confl. Bikes (#/hr)			10			10						
Heavy Vehicles (%)	0%	3%	4%	3%	3%	0%	0%	0%	0%	0%	0%	0%
Parking (#/hr)		5	5		5					5	5	5
Turn Type		NA		pm+pt	NA					Split	NA	
Protected Phases		2		1	6					4	4	
Permitted Phases				6								
Actuated Green, G (s)		31.5		40.1	40.1					4.6	4.6	
Effective Green, g (s)		31.5		40.1	40.1					4.6	4.6	
Actuated g/C Ratio		0.45		0.58	0.58					0.07	0.07	
Clearance Time (s)		4.0		4.0	4.0					4.0	4.0	
Vehicle Extension (s)		3.0		3.0	3.0					3.0	3.0	
Lane Grp Cap (vph)		795		320	1021					104	101	
v/s Ratio Prot		c0.33		0.02	c0.31					0.02	c0.03	
v/s Ratio Perm				0.18								
v/c Ratio		0.73		0.35	0.54					0.23	0.51	
Uniform Delay, d1		15.6		9.4	9.1					30.9	31.5	
Progression Factor		1.00		1.00	1.00					1.00	1.00	
Incremental Delay, d2		3.3		0.7	2.0					1.1	4.0	
Delay (s)		18.9		10.1	11.1					32.0	35.4	
Level of Service		B		B	B					C	D	
Approach Delay (s)		18.9			11.0			0.0			34.7	
Approach LOS		B			B			A			C	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			16.4			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.53									
Actuated Cycle Length (s)			69.7			Sum of lost time (s)				16.0		
Intersection Capacity Utilization			47.6%			ICU Level of Service				A		
Analysis Period (min)			15									

c Critical Lane Group

Queues  
3: Williams Street/Stedman Street & Harvard St

Existing Conditions  
PM Peak Hour

	→	↙	←	↘	↓
Lane Group	EBT	WBL	WBT	SBL	SBT
Lane Group Flow (vph)	579	111	550	24	96
v/c Ratio	0.68	0.31	0.52	0.17	0.52
Control Delay	26.1	11.8	13.9	32.7	29.7
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	26.1	11.8	13.9	32.7	29.7
Queue Length 50th (ft)	232	24	161	10	20
Queue Length 95th (ft)	#409	49	258	22	37
Internal Link Dist (ft)	1		180		129
Turn Bay Length (ft)		125			
Base Capacity (vph)	857	358	1065	143	183
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.68	0.31	0.52	0.17	0.52

Intersection Summary

# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis  
3: Williams Street/Stedman Street & Harvard St

Build Conditions  
AM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	354	32	72	425	0	0	0	0	30	25	55
Future Volume (vph)	0	354	32	72	425	0	0	0	0	30	25	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	15	12	12	15	12	12	12	12	12	12	12
Total Lost time (s)		4.0		4.0	4.0					4.0	4.0	
Lane Util. Factor		1.00		1.00	1.00					1.00	1.00	
Frbp, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Flpb, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Frt		0.99		1.00	1.00					1.00	0.90	
Flt Protected		1.00		0.95	1.00					0.95	1.00	
Satd. Flow (prot)		1721		1736	1758					1579	1491	
Flt Permitted		1.00		0.32	1.00					0.95	1.00	
Satd. Flow (perm)		1721		583	1758					1579	1491	
Peak-hour factor, PHF	0.95	0.95	0.95	0.97	0.97	0.97	0.92	0.92	0.92	0.66	0.66	0.66
Adj. Flow (vph)	0	373	34	74	438	0	0	0	0	45	38	83
RTOR Reduction (vph)	0	4	0	0	0	0	0	0	0	0	77	0
Lane Group Flow (vph)	0	403	0	74	438	0	0	0	0	45	44	0
Confl. Bikes (#/hr)			10			10						
Heavy Vehicles (%)	0%	5%	3%	4%	4%	0%	0%	0%	0%	0%	0%	0%
Parking (#/hr)		5	5		5					5	5	5
Turn Type		NA		pm+pt	NA					Split	NA	
Protected Phases		2		1	6					4	4	
Permitted Phases				6								
Actuated Green, G (s)		23.6		31.0	31.0					4.5	4.5	
Effective Green, g (s)		23.6		31.0	31.0					4.5	4.5	
Actuated g/C Ratio		0.39		0.51	0.51					0.07	0.07	
Clearance Time (s)		4.0		4.0	4.0					4.0	4.0	
Vehicle Extension (s)		3.0		3.0	3.0					3.0	3.0	
Lane Grp Cap (vph)		672		364	902					117	111	
v/s Ratio Prot		c0.23		0.01	c0.25					0.03	c0.03	
v/s Ratio Perm				0.09								
v/c Ratio		0.60		0.20	0.49					0.38	0.40	
Uniform Delay, d1		14.6		8.5	9.5					26.6	26.7	
Progression Factor		1.00		1.00	1.00					1.00	1.00	
Incremental Delay, d2		1.4		0.3	1.9					2.1	2.3	
Delay (s)		16.1		8.8	11.4					28.7	29.0	
Level of Service		B		A	B					C	C	
Approach Delay (s)		16.1			11.0			0.0			28.9	
Approach LOS		B			B			A			C	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			15.7			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.41									
Actuated Cycle Length (s)			60.4			Sum of lost time (s)				16.0		
Intersection Capacity Utilization			40.6%			ICU Level of Service				A		
Analysis Period (min)			15									

c Critical Lane Group

Queues  
3: Williams Street/Stedman Street & Harvard St

Build Conditions  
AM Peak Hour

	→	↙	←	↘	↓
Lane Group	EBT	WBL	WBT	SBL	SBT
Lane Group Flow (vph)	407	74	438	45	121
v/c Ratio	0.54	0.17	0.47	0.27	0.52
Control Delay	25.6	11.8	14.9	29.4	20.3
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	25.6	11.8	14.9	29.4	20.3
Queue Length 50th (ft)	142	16	118	15	13
Queue Length 95th (ft)	#298	37	200	30	32
Internal Link Dist (ft)	1		180		129
Turn Bay Length (ft)		90			
Base Capacity (vph)	749	424	937	169	233
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.54	0.17	0.47	0.27	0.52

Intersection Summary

# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

HCM Signalized Intersection Capacity Analysis  
3: Williams Street/Stedman Street & Harvard St

Build Conditions  
PM Peak Hour

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	489	29	104	495	0	0	0	0	15	30	30
Future Volume (vph)	0	489	29	104	495	0	0	0	0	15	30	30
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width	12	15	12	12	15	12	12	12	12	12	12	12
Total Lost time (s)		4.0		4.0	4.0					4.0	4.0	
Lane Util. Factor		1.00		1.00	1.00					1.00	1.00	
Frbp, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Flpb, ped/bikes		1.00		1.00	1.00					1.00	1.00	
Frt		0.99		1.00	1.00					1.00	0.93	
Flt Protected		1.00		0.95	1.00					0.95	1.00	
Satd. Flow (prot)		1758		1752	1775					1579	1538	
Flt Permitted		1.00		0.21	1.00					0.95	1.00	
Satd. Flow (perm)		1758		389	1775					1579	1538	
Peak-hour factor, PHF	0.88	0.88	0.88	0.90	0.90	0.90	0.92	0.92	0.92	0.63	0.63	0.63
Adj. Flow (vph)	0	556	33	116	550	0	0	0	0	24	48	48
RTOR Reduction (vph)	0	3	0	0	0	0	0	0	0	0	45	0
Lane Group Flow (vph)	0	586	0	116	550	0	0	0	0	24	51	0
Confl. Bikes (#/hr)			10			10						
Heavy Vehicles (%)	0%	3%	4%	3%	3%	0%	0%	0%	0%	0%	0%	0%
Parking (#/hr)		5	5		5					5	5	5
Turn Type		NA		pm+pt	NA					Split	NA	
Protected Phases		2		1	6					4	4	
Permitted Phases				6								
Actuated Green, G (s)		31.5		40.1	40.1					4.6	4.6	
Effective Green, g (s)		31.5		40.1	40.1					4.6	4.6	
Actuated g/C Ratio		0.45		0.58	0.58					0.07	0.07	
Clearance Time (s)		4.0		4.0	4.0					4.0	4.0	
Vehicle Extension (s)		3.0		3.0	3.0					3.0	3.0	
Lane Grp Cap (vph)		794		313	1021					104	101	
v/s Ratio Prot		c0.33		0.02	c0.31					0.02	c0.03	
v/s Ratio Perm				0.19								
v/c Ratio		0.74		0.37	0.54					0.23	0.51	
Uniform Delay, d1		15.7		9.6	9.1					30.9	31.5	
Progression Factor		1.00		1.00	1.00					1.00	1.00	
Incremental Delay, d2		3.6		0.7	2.0					1.1	4.0	
Delay (s)		19.3		10.4	11.1					32.0	35.4	
Level of Service		B		B	B					C	D	
Approach Delay (s)		19.3			11.0			0.0			34.7	
Approach LOS		B			B			A			C	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			16.6			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.54									
Actuated Cycle Length (s)			69.7			Sum of lost time (s)			16.0			
Intersection Capacity Utilization			48.3%			ICU Level of Service			A			
Analysis Period (min)			15									

c Critical Lane Group

Queues  
3: Williams Street/Stedman Street & Harvard St

Build Conditions  
PM Peak Hour

	→	↙	←	↘	↓
Lane Group	EBT	WBL	WBT	SBL	SBT
Lane Group Flow (vph)	589	116	550	24	96
v/c Ratio	0.69	0.33	0.52	0.17	0.52
Control Delay	26.7	12.1	13.9	32.7	29.7
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	26.7	12.1	13.9	32.7	29.7
Queue Length 50th (ft)	238	25	161	10	20
Queue Length 95th (ft)	#419	50	258	22	37
Internal Link Dist (ft)	1		180		129
Turn Bay Length (ft)		90			
Base Capacity (vph)	855	351	1065	143	183
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.69	0.33	0.52	0.17	0.52

Intersection Summary

# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

## **SECTION 11**

**SITE ENGINEERING AND LANDSCAPING PLANS,  
ARCHITECTURAL PLANS  
STORMWATER REPORT- EXECUTIVE SUMMARY  
(Complete report under separate cover)**

# 384 Harvard Street, Brookline

BROOKLINE, MA  
10/28/2016 COMPREHENSIVE PERMIT SUBMISSION

PCA PROJECT #: 14091.00



LOCUS PLAN



DRAWING LIST			
Starred	Sheet Number	Sheet Name	Sheet Issue Date
	A0.00	COVER SHEET	10/28/16
LANDSCAPE			
	L-000	ZONING PLAN	10/28/16
	L-100	SITE PREPARATION AND DEMOLITION	10/28/16
	L-101	LAYOUT AND MATERIALS	10/28/16
	L-201	GRADING	10/28/16
	L-301	UTILITY PLAN	10/28/16
	L-401	PLANTING	10/28/16
	L-501	SITE DETAILS	10/28/16
	L-502	SITE DETAILS	10/28/16
	L-601	UTILITY DETAILS	10/28/16
	L-602	UTILITY DETAILS	10/28/16
	L-701	LIGHTING	10/28/16
ARCHITECTURAL			
	A1.01	FLOOR PLANS	10/28/16
	A1.02	BUILDING ELEVATIONS & SECTION	10/28/16

# 384 Harvard Street, Brookline

Brookline, MA

REVISIONS:

NO.	DATE	DESCRIPTION

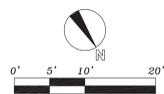
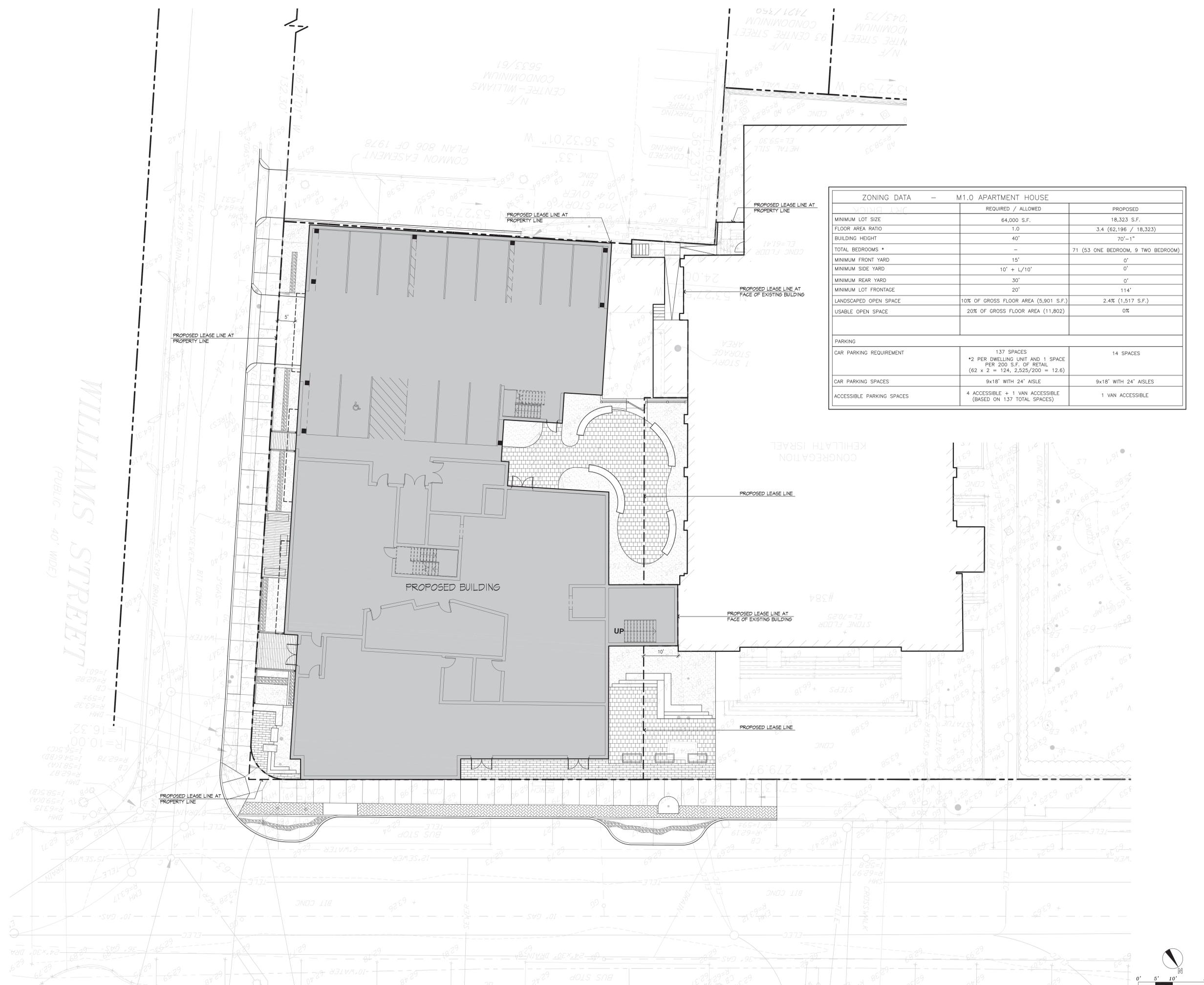


ORIGINAL SUBMITTAL  
COMPREHENSIVE PERMIT  
SUBMISSION  
10/28/16  
SCALE: AS NOTED

ZONING

L-000

ZONING DATA - M1.0 APARTMENT HOUSE		
	REQUIRED / ALLOWED	PROPOSED
MINIMUM LOT SIZE	64,000 S.F.	18,323 S.F.
FLOOR AREA RATIO	1.0	3.4 (62,196 / 18,323)
BUILDING HEIGHT	40'	70'-1"
TOTAL BEDROOMS *	-	71 (53 ONE BEDROOM, 9 TWO BEDROOM)
MINIMUM FRONT YARD	15'	0'
MINIMUM SIDE YARD	10' + L/10'	0'
MINIMUM REAR YARD	30'	0'
MINIMUM LOT FRONTAGE	20'	114'
LANDSCAPED OPEN SPACE	10% OF GROSS FLOOR AREA (5,901 S.F.)	2.4% (1,517 S.F.)
USABLE OPEN SPACE	20% OF GROSS FLOOR AREA (11,802)	0%
PARKING		
CAR PARKING REQUIREMENT	137 SPACES *2 PER DWELLING UNIT AND 1 SPACE PER 200 S.F. OF RETAIL (62 x 2 = 124, 2,525/200 = 12.6)	14 SPACES
CAR PARKING SPACES	9x18' WITH 24' AISLE	9x18' WITH 24' AISLES
ACCESSIBLE PARKING SPACES	4 ACCESSIBLE + 1 VAN ACCESSIBLE (BASED ON 137 TOTAL SPACES)	1 VAN ACCESSIBLE



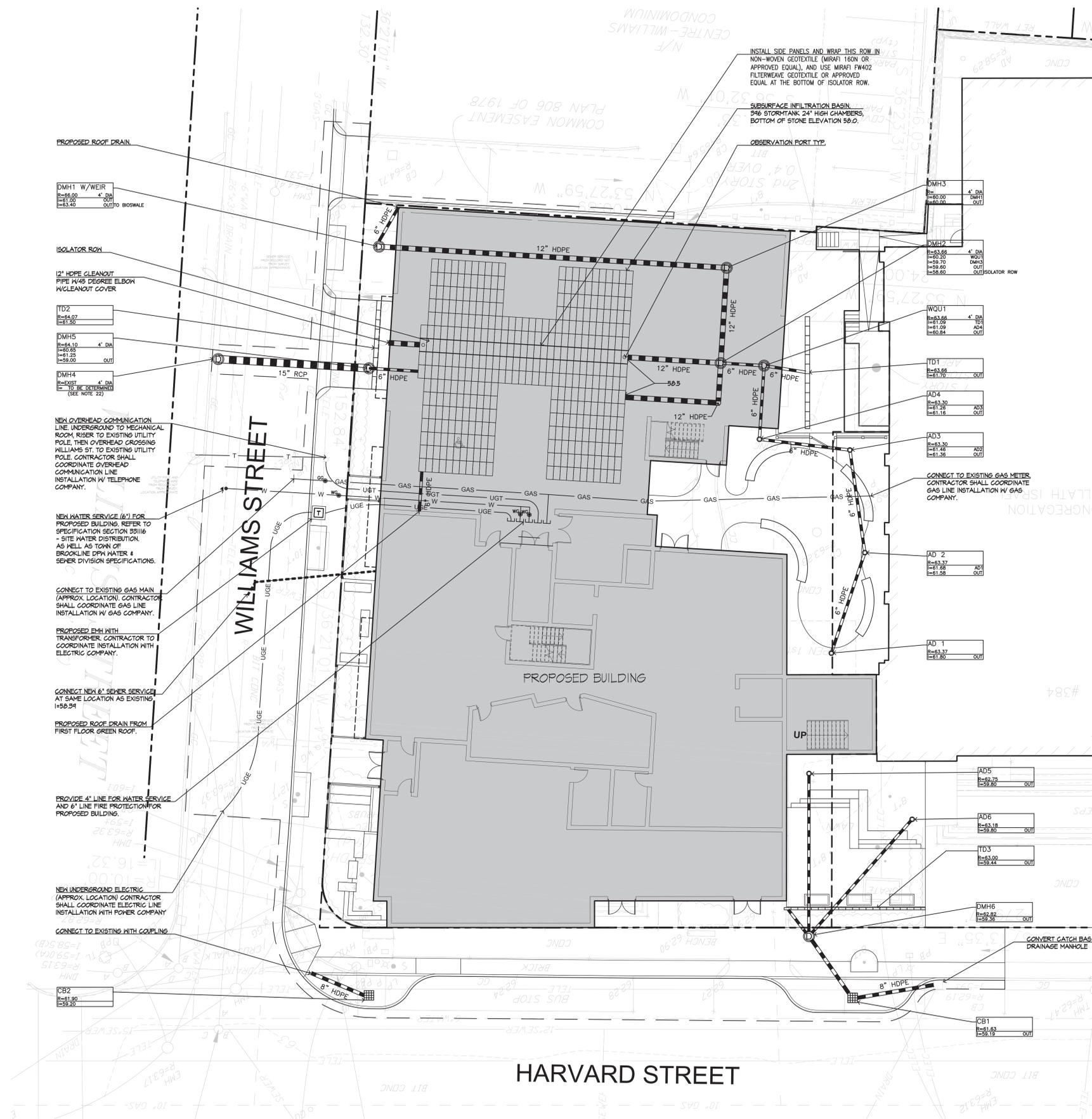






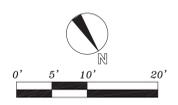
**UTILITY NOTES**

- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY PRECISION LAND SURVEYING INC. OF SOUTHBOROUGH, MA, DATED 03 DECEMBER 2012, UPDATED ON 08 OCTOBER 2015.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE BASED ON THE SURVEY REFERENCED ABOVE (AND RECORD UTILITY INFORMATION WHERE NOTED). THE CONTRACTOR SHALL NOTIFY DIGSAFE AND THE PROPER LOCAL AUTHORITIES OR RESPECTIVE UTILITY COMPANIES TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE CONTRACTOR, PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT, BOTH ON AND OFF THE SITE. THE CONTRACTOR SHALL NOTIFY DIGSAFE AND BE PROVIDED WITH A DIGSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
- CONTRACTOR TO ADJUST UTILITY ELEMENTS MEANT TO BE FLUSH WITH GRADE (CLEAN-OUTS/UTILITY MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- ALL WORK TO BE DONE WITHIN PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE TOWN OF BROOKLINE AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION.
- NEW SEWER AND DRAIN CONNECTIONS MUST BE CORED AND ATTACHED WITH AN INSERT-A-TEE, OR APPROVED EQUAL. IF FACTORY WYE IS NOT AVAILABLE OR DAMAGED.
- THE CONTRACTOR SHALL TV/VIDEO INSPECT THE EXISTING SEWER AND DRAIN SERVICES TO REMAIN.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES.
- WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED TO THE ENGINEER FOR RESOLUTION OF THE CONFLICT.
- THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAINAGE STRUCTURES AS NECESSARY FOR CHANGES IN GRADE, AND RESET ALL WATER AND DRAINAGE FRAMES, GRATINGS, AND BOXES TO THE PROPOSED FINISH SURFACE GRADE.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR THE ALTERATION AND ADJUSTMENT OF ALL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES.
- CONTRACTOR SHALL MAINTAIN OR ADJUST TO NEW FINISH GRADE, AS NECESSARY ALL UTILITY AND SITE STRUCTURES SUCH AS: LIGHT POLES, SIGN POLES, MANHOLES, CATCH BASINS, HAND HOLES, WATER AND GAS GATES, HYDRANTS, ETC. FROM MAINTAINED UTILITY AND SITE SYSTEMS, UNLESS OTHERWISE NOTED OR DIRECTED BY OWNER'S REPRESENTATIVE.
- ALL SEWER PIPES SHALL BE PVC PER ASTM D3034, SDR-35 AND ASTM D1784 WITH RUBBER GASKET JOINTS.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION, AT THE CONTRACTOR'S EXPENSE.
- REFER TO ARCHITECTURAL PLANS FOR PROPOSED LOCATION OF UTILITY SERVICE STUBS AT BUILDING. THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE, ELECTRICAL, ETC.)
- FINAL DESIGN AND LOCATIONS AT THE BUILDING WILL BE PROVIDED BY THE ARCHITECT. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE UTILITY CONNECTIONS WITH THE RESPECTIVE COMPANIES PRIOR TO ANY UTILITY CONSTRUCTION.
- ALL CEMENT LINED DUCTILE IRON JOINTS AT FITTINGS (CLASS B2) VALVES, AND HYDRANT LATERALS SHALL BE MECHANICAL JOINT WITH NEOPRENE GASKETS. JOINTS AT OTHER LOCATIONS SHALL BE PUSH-ON TYPE WITH NEOPRENE OR SYNTHETIC RUBBER GASKETS.
- ALL WATER GATES SHALL OPEN AS PER TOWN OF BROOKLINE REQUIREMENTS. HYDRANTS AND VALVES SHALL OPEN RIGHT.
- ALL WATER LINES SHALL HAVE A MINIMUM OF 5.0 FEET OF GROUND COVER AND A MINIMUM OF 10 FOOT SEPARATION FROM THE SEWER SYSTEM. AT WATER AND SEWER CROSSINGS, THE WATER LINE SHALL BE ENCASED IN SIX INCHES OF CONCRETE FOR A DISTANCE OF 10 FEET ON EITHER SIDE OF THE CROSSING PROTECT AND MAINTAIN EXISTING ON-SITE UTILITY STRUCTURES AND PIPES UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROTECT ALL STORMWATER INFRASTRUCTURE FROM EROSION AND SEDIMENT UNTIL THE PROJECT SITE HAS REACHED PERMANENT STABILIZATION BY THE OWNER'S REPRESENTATIVE. IN THE EVENT SEDIMENT DOES ENTER THE STORMWATER SYSTEM THE CONTRACTOR SHALL CLEAN AND REMOVE ALL SEDIMENT.
- ROOF DRAIN TIE-INS, TRENCH DRAIN TIE-INS, DRAIN LINES, AND SANITARY SEWER LINES WILL BE INSPECTED PRIOR TO BACKFILLING AND PAVING.
- PLANS SHALL COMPLY WITH TOWN OF BROOKLINE MINIMUM REQUIREMENTS.
- THE CONTRACTOR SHALL FIELD VERIFY ALL INVERTS OF EXISTING UTILITIES TO BE REUSED. THE CONTRACTOR SHALL PROVIDE FIELD VERIFICATION TO THE ENGINEER FOR REVIEW. THE CONTRACTOR SHALL NOT ORDER ANY UTILITY STRUCTURES UNTIL EXISTING INVERTS ARE FIELD VERIFIED AND REVIEWED BY THE ENGINEER. THE CONTRACTOR SHALL CLEAN ALL EXISTING UTILITIES TO BE REUSED, INCLUDING ALL DRAINAGE PIPING AND STRUCTURES.
- CONTRACTOR SHALL PROVIDE ALL CCTV VIDEOS TO TOWN OF BROOKLINE.



**PROPOSED UTILITY LEGEND**

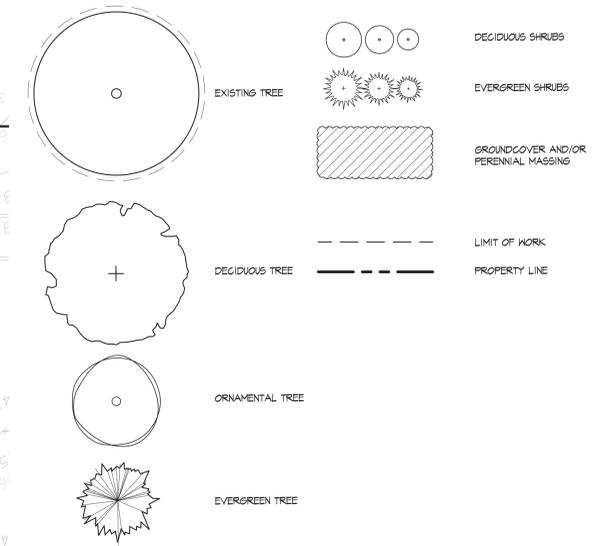
---	PROPERTY LINE	W	WATER LINE	⊙	CATCH BASIN OR LEACHING CATCH BASIN/DRY WELL	⊙	GAS GATE
- - -	LIMIT OF WORK LINE	GAS	GAS LINE	○	AREA DRAIN	HDPE	HIGH DENSITY POLYETHYLENE
- - - - -	SEWER LINE	UGE	UNDERGROUND ELECTRIC	⊕	DRAIN MANHOLE OR WATER QUALITY UNIT	WQU	WATER QUALITY UNIT
— — — — —	DRAIN LINE	T	OVERHEAD COMMUNICATION LINE	⊕	ELECTRIC MANHOLE AND TRANSFORMER		
- - - FD - - -	FOUNDATION DRAIN		TRENCH DRAIN	⊕	WATER GATE		
				⊕	TAPPING SLEEVE AND VALVE		
				⊕	END CAP/PLUG		



**PLANTING NOTES**

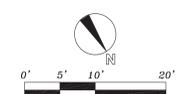
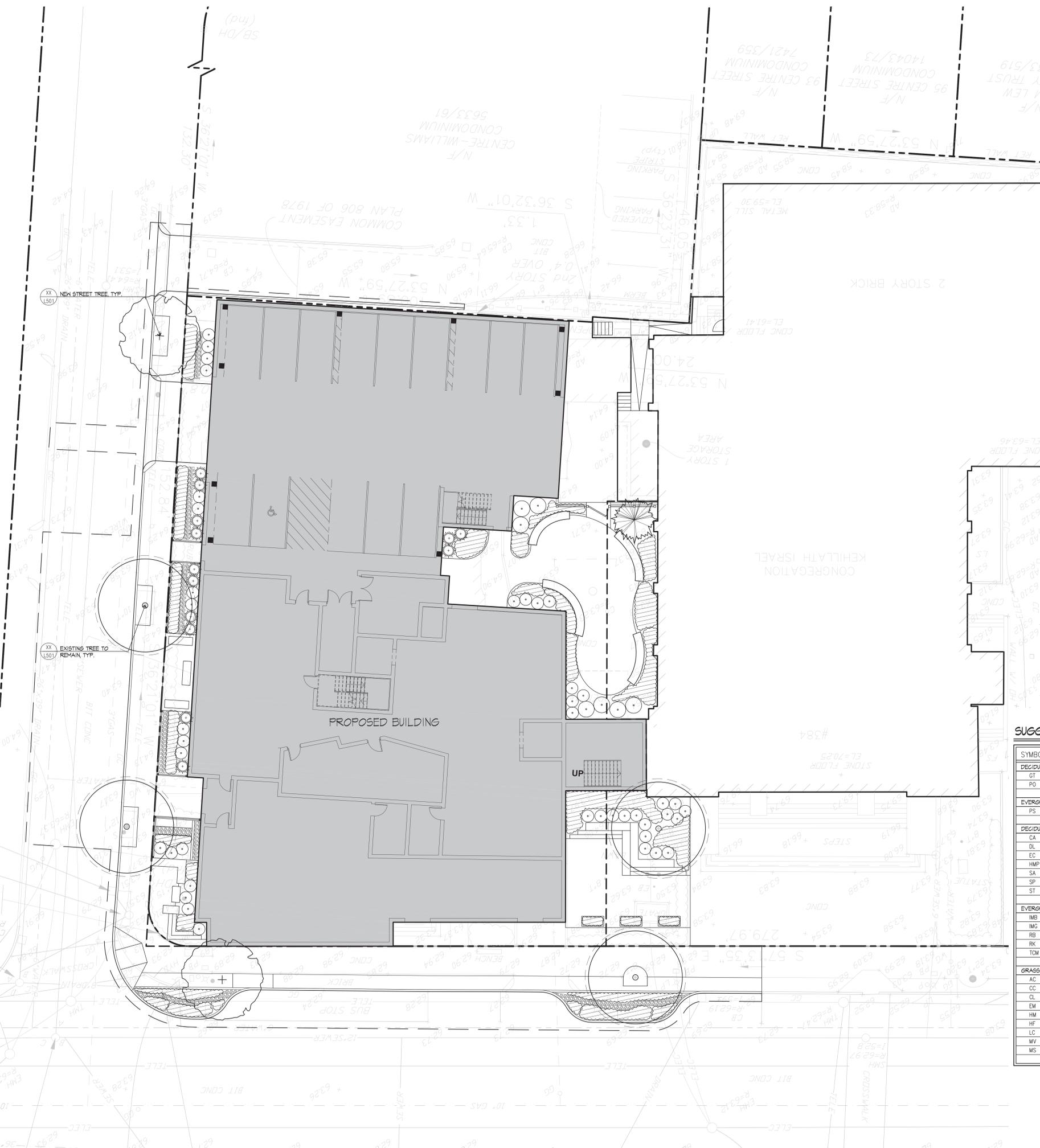
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- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE BASED ON THE SURVEY REFERENCED ABOVE. THE CONTRACTOR SHALL CONTACT DIGSAFE AND THE PROPER LOCAL AUTHORITIES OR RESPECTIVE UTILITY COMPANIES TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE CONTRACTOR.
- CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND WILL CONTINUE UNTIL FINAL WRITTEN ACCEPTANCE OF PLANT MATERIAL.
- LANDSCAPE ARCHITECT TO FLAG ALL TREES TO BE TRANSPLANTED PRIOR TO CONSTRUCTION START.
- CONTRACTOR SHALL VERIFY ALL TREE REMOVALS AND/OR TRANSPLANTS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION START.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES, AND PLANTING BEDS.
- MAXIMUM SLOPE WITHIN DISTURBED AREAS SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN ON THIS DRAWING.
- ALL MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS TO ORIGINAL GRADES BEFORE DIGGING.
- ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINERIZED.
- MULCH FOR PLANTED AREAS TO BE AGED PINE BARK; PARTIALLY DECOMPOSED, DARK BROWN IN COLOR AND FREE OF WOOD CHIPS THICKER THAN 1/4 INCH.
- PLANTING SOIL MIX: LOAM THOROUGHLY INCORPORATED WITH ROTTED MANURE PROPORTIONED 5 CY. TO 1 CY. OR EQUIVALENT. FERTILIZER ADDED PER RECOMMENDED RATES OF SOILS ANALYSIS.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE (1) FULL YEAR FROM DATE OF ACCEPTANCE.
- ALL PLANT MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT, AT THE NURSERY, AND AT THE SITE.
- ALL AREAS OF THE SITE WHICH HAVE BEEN DISTURBED AND NOT OTHERWISE DEVELOPED SHALL BE LOAMED AND SEEDED WITH A MINIMUM DEPTH OF 6" DEPTH TOPSOIL.
- PLANT SPECIES AS INDICATED IN THE PLANT LIST ARE SUGGESTIONS ONLY. FINAL SELECTION OF SPECIES SHALL OCCUR AT THE TIME OF PLANT PURCHASE, DEPENDING ON AVAILABILITY. PLANT SIZE AND QUANTITY SHALL NOT CHANGE WITHOUT APPROVAL OF OWNER'S REPRESENTATIVE.
- ALL AREAS WITHIN PROJECT LIMITS SHALL BE DRIP IRRIGATED WITH WATER CONSERVING HIGH EFFICIENCY SYSTEM.

**LEGEND**



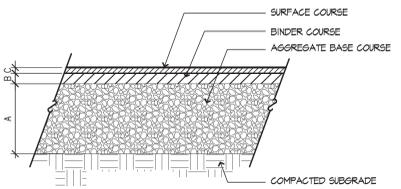
**SUGGESTED PLANT LIST**

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COMMENT
<b>DECIDUOUS TREES</b>				
GT	QUERCUS TRIACANTHOS 'NERMIS'	THORNLESS HONEYLOCUST	3 - 3 1/2" CAL.	
PO	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	3 - 3 1/2" CAL.	
<b>EVERGREEN TREES</b>				
PS	PINUS STROBUS 'FASTIGIATA'	FASTIGIATE WHITE PINE	6-8' HT.	
<b>DECIDUOUS SHRUBS</b>				
CA	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	SWEET PEPPERBUSH	2-3' HT.	
DL	DIERVILLA LONICERA	LOW BUSH HONEYSUCKLE	2-3' HT.	
EC	ENKIANTHUS CAMPANULATUS 'RED VELVET'	RED VELVET ENKIANTHUS	2-3' HT.	
HMP	HYDRANGEA MACROPHYLLA 'PIA'	PIA HYDRANGEA	2-3' HT.	
SA	SPIRAEA ALBA	MEADOW SWEET	2-3' HT.	
SP	SALIX PURPUREA 'NANA'	BLUE ARTIC WILLOW	2-3' HT.	
ST	SPIRAEA TOMENTOSA	STEEPLEBUSH	2-3' HT.	
<b>EVERGREEN SHRUBS</b>				
IMB	ILEX MESERVEAE 'CHINA BOY'	CHINA BOY HOLLY	2-3' HT.	
IMG	ILEX MESERVEAE 'CHINA GIRL'	CHINA GIRL HOLLY	2-3' HT.	
RB	RHOODODENDRON 'BOULE DE NEIGE'	BOULE DE NEIGE RHOODODENDRON	2-3' HT.	
RK	RHOODODENDRON 'KEN JANEK'	KEN JANEK RHOODODENDRON	2-3' HT.	
TOM	TSUGA CANADENSIS 'MINUTA'	DWARF HEMLOCK	2-3' HT.	
<b>GRASSES/PERENNIALS</b>				
AC	ANEMONE CANADENSIS	WINDFLOWER	#3 POT	12" SPACING
CC	CAREX CRINITA	CATERPILLER SEDGE	#3 POT	18" SPACING
CL	CHASMANTHUM LATIFOLIUM	NORTHERN SEA OATS	#3 POT	12" SPACING
EM	EUPATORIUM MACULATUM	JOE PYE WEED	#3 POT	18" SPACING
HM	HAKONECHOLA MACRA	GOLDEN JAPANESE FOREST GRASS	#3 POT	18" SPACING
HF	HOSTA FORTUNEI	GOLDEN-EDGED HOSTA	#4 POT	18" SPACING
LC	LOBELIA CARDINALIS	CARDINAL FLOWER	#3 POT	12" SPACING
MV	MERTENSIA VIRGINICA	VIRGINIA BLUEBELLS	#4 POT	12" SPACING
MS	MISCANTHUS SINENSIS 'MORNING LIGHT'	MAIDEN GRASS	#3 POT	2' SPACING

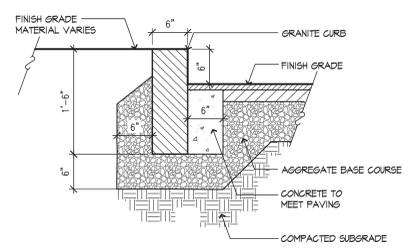


BIT. CONCRETE WALK	A	B	C
BIT. CONCRETE DRIVE	6"	1 1/2"	1 1/2"

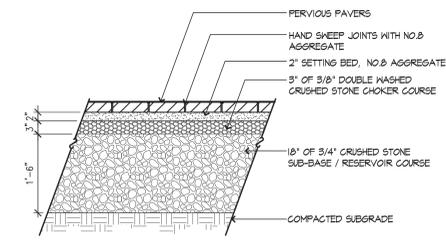
\* SUBJECT TO FINAL GEOTECHNICAL APPROVAL.



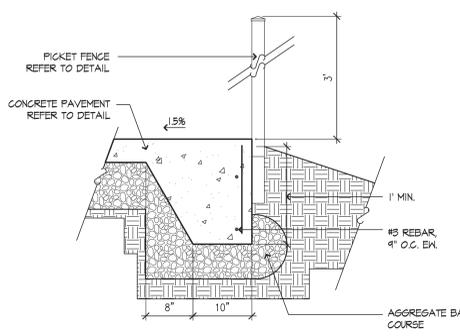
**1 BITUMINOUS CONCRETE PAVEMENT**  
SCALE: NOT TO SCALE



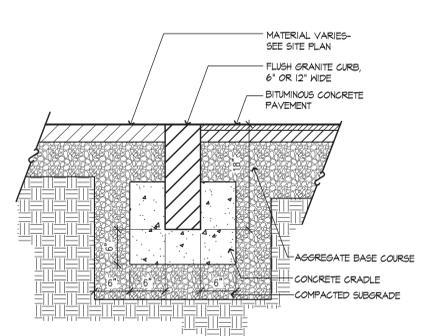
**2 VERTICAL GRANITE CURB**  
SCALE: NOT TO SCALE



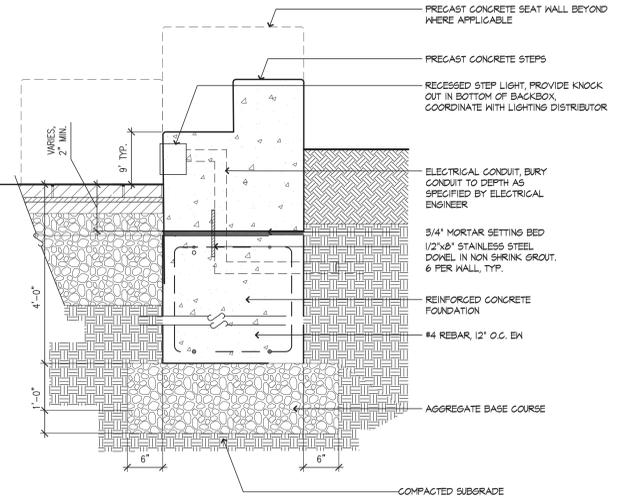
**3 PERMEABLE UNIT PAVERS**  
SCALE: NOT TO SCALE



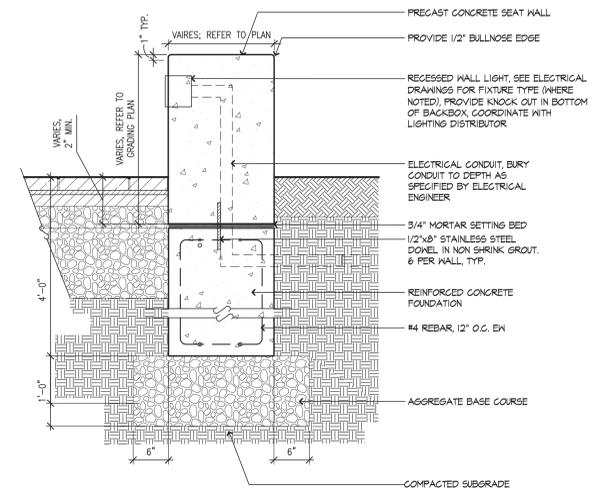
**4 HAUNCHED CONCRETE EDGE**  
SCALE: NOT TO SCALE



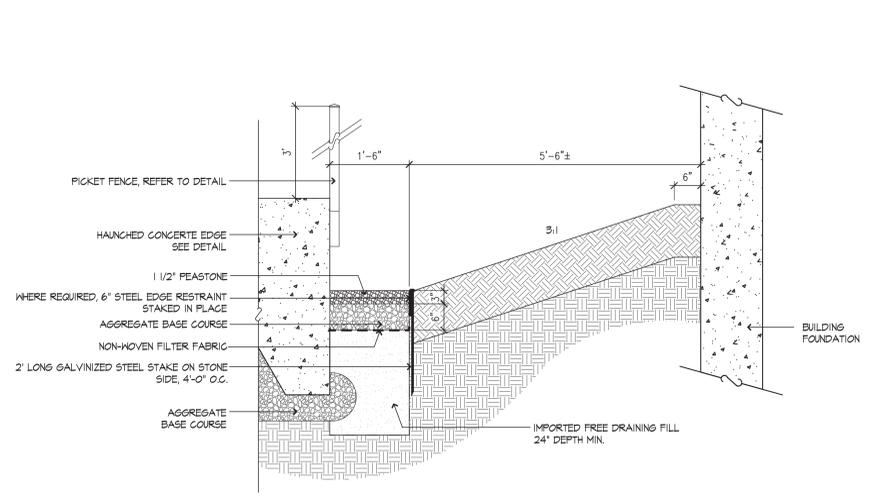
**5 FLUSH GRANITE CURB**  
SCALE: NOT TO SCALE



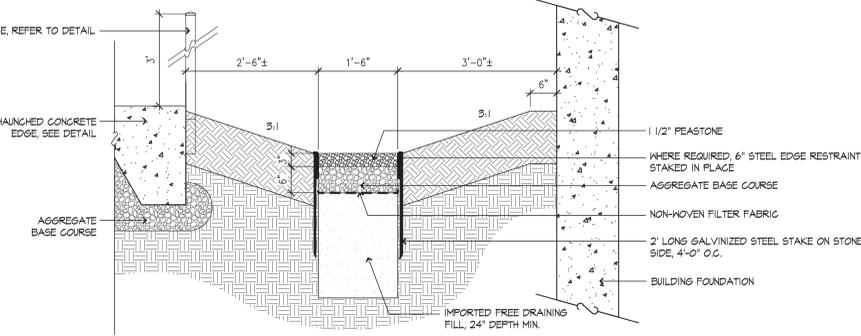
**6 PRECAST CONCRETE STEPS**  
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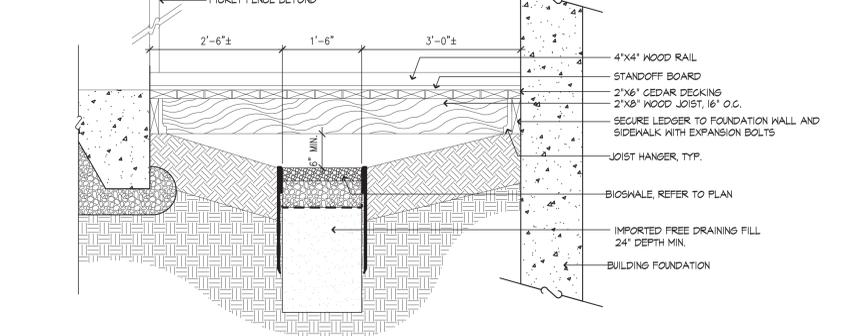
**7 PRECAST CONCRETE SEATWALL**  
SCALE: NOT TO SCALE



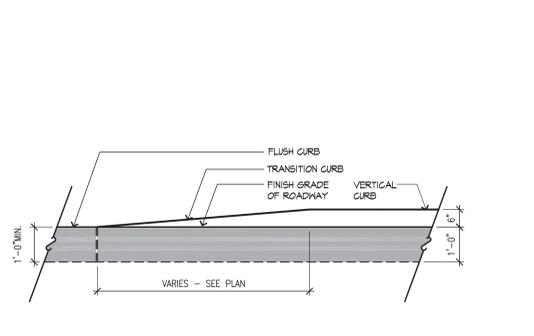
**8 BIOSWALE TYPE A**  
SCALE: NOT TO SCALE



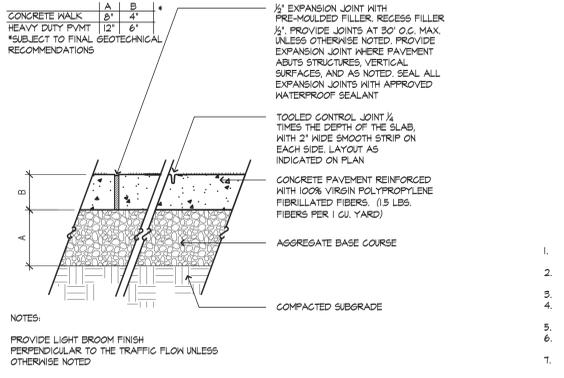
**9 BIOSWALE TYPE B**  
SCALE: NOT TO SCALE



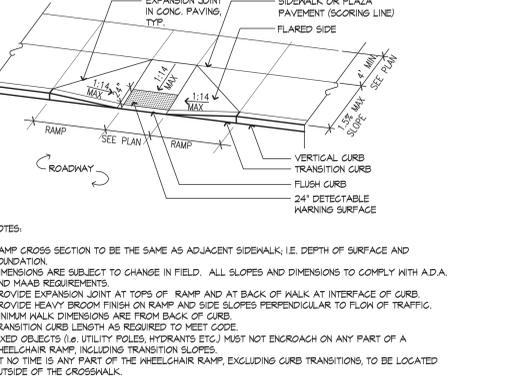
**10 WOOD DECKING**  
SCALE: NOT TO SCALE



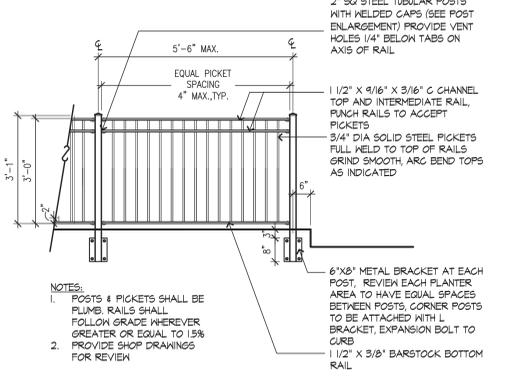
**11 TRANSITION CURB**  
SCALE: NOT TO SCALE



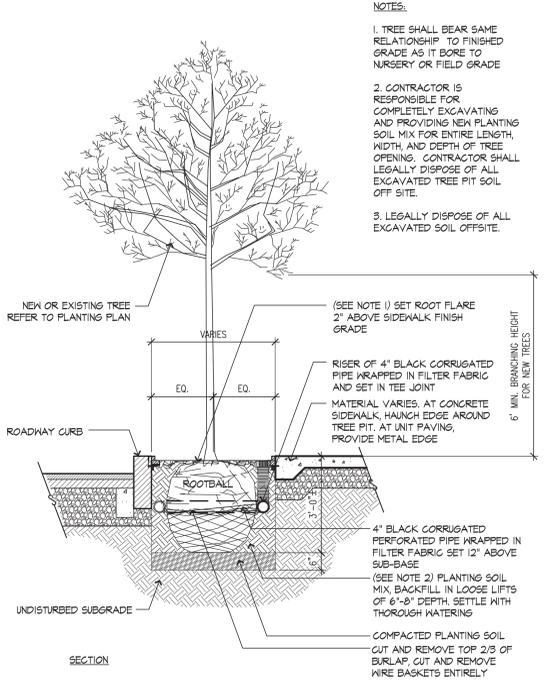
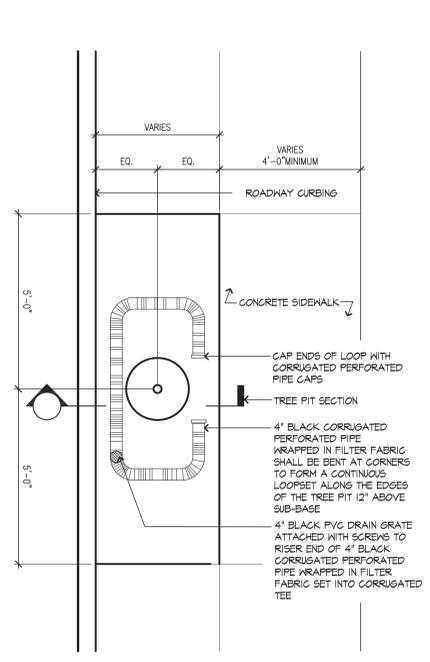
**12 CONCRETE PAVEMENT**  
SCALE: NOT TO SCALE



**13 ACCESSIBLE CURB RAMP TYPE 1**  
SCALE: NOT TO SCALE

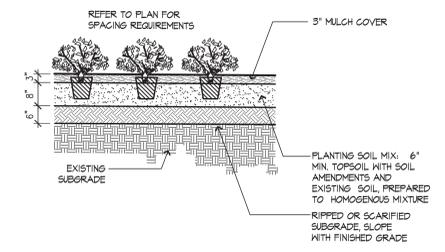
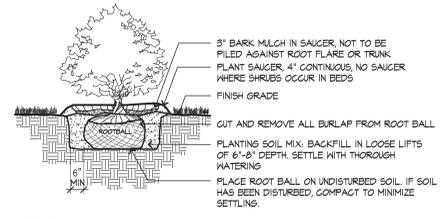
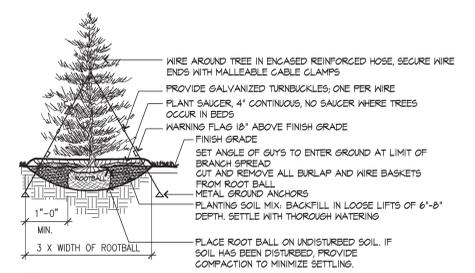
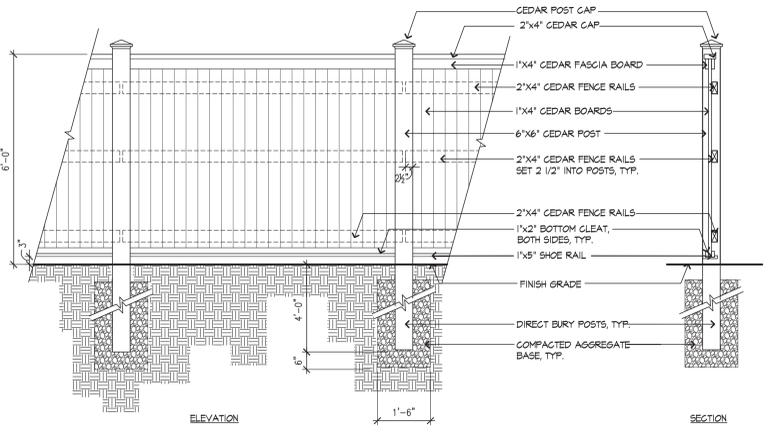


**14 METAL PICKET FENCE**  
SCALE: NOT TO SCALE



**1 STREET TREE PIT**  
SCALE: NOT TO SCALE

**2 CONCRETE VEHICULAR CURB APRON**  
SCALE: NOT TO SCALE



**3 CEDAR FENCE**  
SCALE: NOT TO SCALE

**4 EVERGREEN TREE PLANTING**  
SCALE: NOT TO SCALE

**5 SHRUB PLANTING**  
SCALE: NOT TO SCALE

**6 GROUNDCOVER PLANTING**  
SCALE: NOT TO SCALE

NOTES:  
1. TREE SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS IT BORE TO NURSERY OR FIELD GRADE  
2. CONTRACTOR IS RESPONSIBLE FOR COMPLETELY EXCAVATING AND PROVIDING NEW PLANTING SOIL MIX FOR ENTIRE LENGTH, WIDTH AND DEPTH OF TREE OPENING. CONTRACTOR SHALL LEGALLY DISPOSE OF ALL EXCAVATED TREE PIT SOIL OFF SITE.  
3. LEGALLY DISPOSE OF ALL EXCAVATED SOIL OFFSITE.

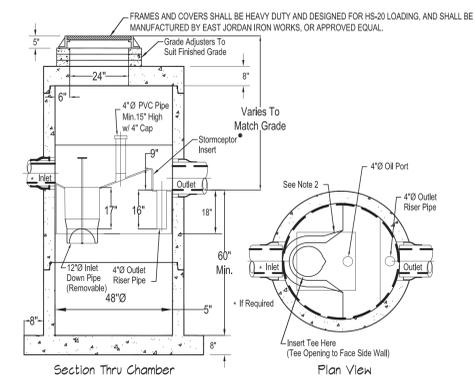
NOTE:  
SUBMIT CEDAR POST CAP PRODUCT CUT SHEETS FOR APPROVAL BY LANDSCAPE ARCHITECT

NOTE:  
1. TREE SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS IT BORE TO NURSERY OR FIELD GRADE  
2. INSTALL THREE GUYS PER TREE, EQUALLY SPACED AROUND BALL. ATTACH GUYS AT 2/3 HEIGHT OF TREE, USE DOUBLE STRAND GALVANIZED STEEL WIRE

NOTE:  
1. SHRUB SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS IT BORE TO NURSERY OR FIELD GRADE  
2. WHERE SHRUBS OCCUR IN GROUPINGS IN PLANT BEDS, PROVIDE 2'-0" DEEP CONTINUOUS LOAM BED.

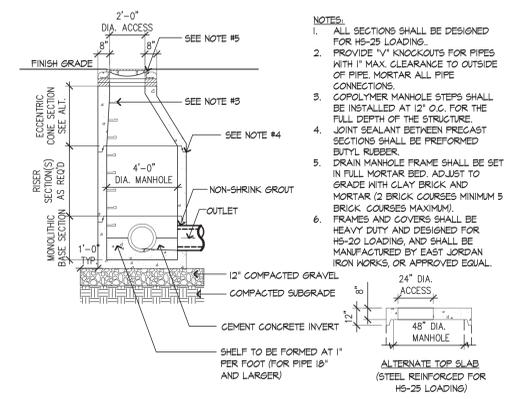
NOTE:  
1. TREE SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS IT BORE TO NURSERY OR FIELD GRADE  
2. WHERE SHRUBS OCCUR IN GROUPINGS IN PLANT BEDS, PROVIDE 2'-0" DEEP CONTINUOUS LOAM BED.

STC 450i Precast Concrete Stormceptor\*  
(450 U.S. Gallon Capacity)

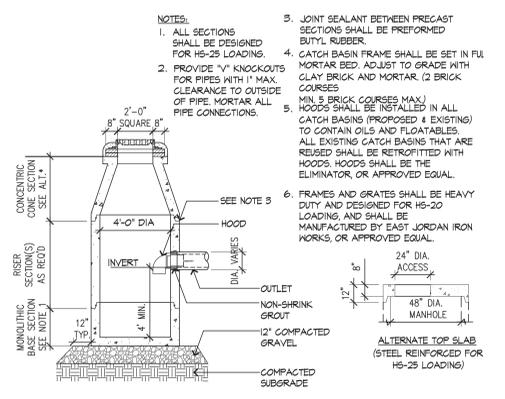


- Notes:
- The Use Of Flexible Connection Is Recommended At The Inlet and Outlet Where Applicable.
  - The Cover Should Be Positioned Over The Inlet Drop Pipe and The Oil Port.
  - The Stormceptor System Is Protected by one or more of the following U.S. Patents: #4485148, #5448391, #5125166, #5751165, #5344181, #6069165, #6371640.
  - Contact a Concrete Pipe Division representative for further details not listed on this drawing.

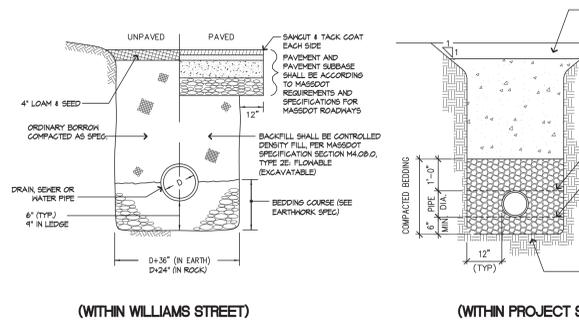
3 STORMCEPTOR STC-450  
SCALE: N.T.S.



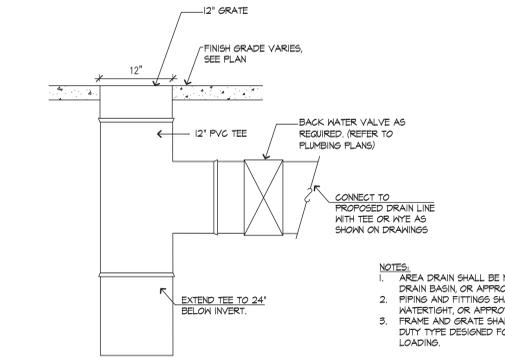
1 DRAIN MANHOLE (TYP.)  
NOT TO SCALE



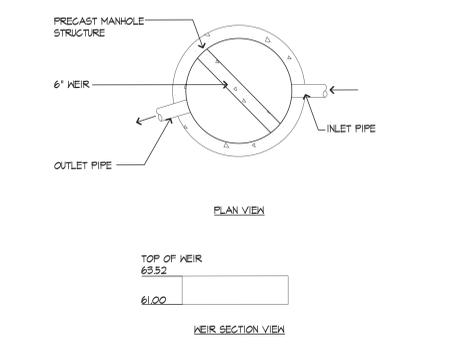
2 NEW/PROPOSED CATCH BASIN  
NOT TO SCALE



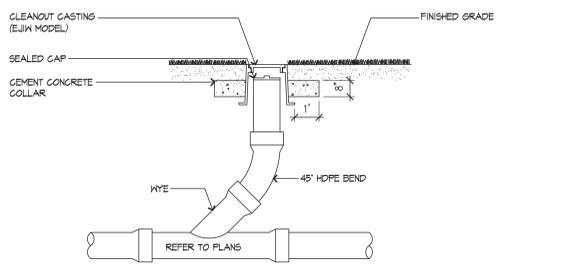
4 UTILITY TRENCH  
SCALE: N.T.S.



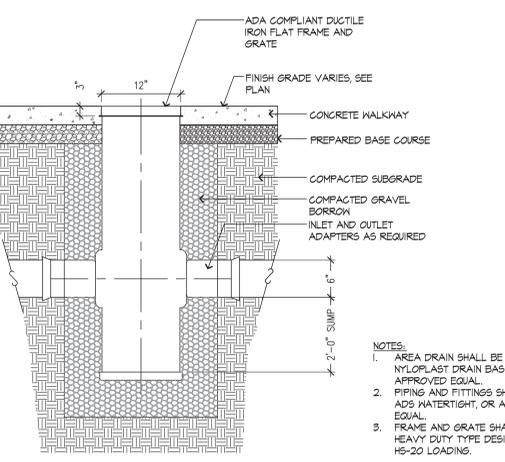
5 AREA DRAIN CONNECTION  
SCALE: N.T.S.



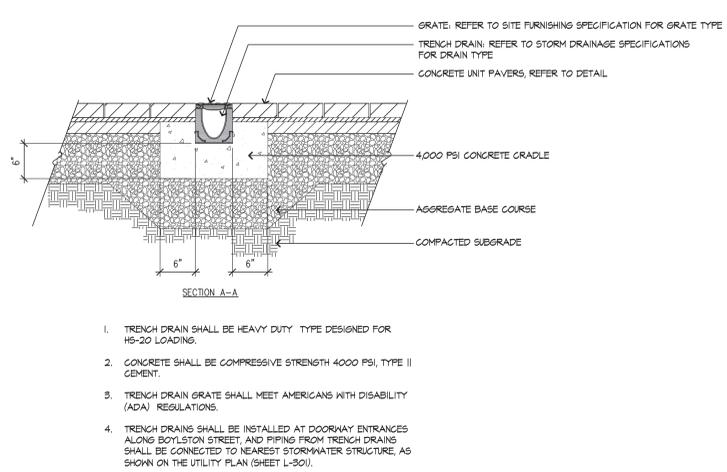
6 DMH WITH WEIR  
SCALE: N.T.S.



7 DRAINAGE CLEANOUT  
SCALE: N.T.S.



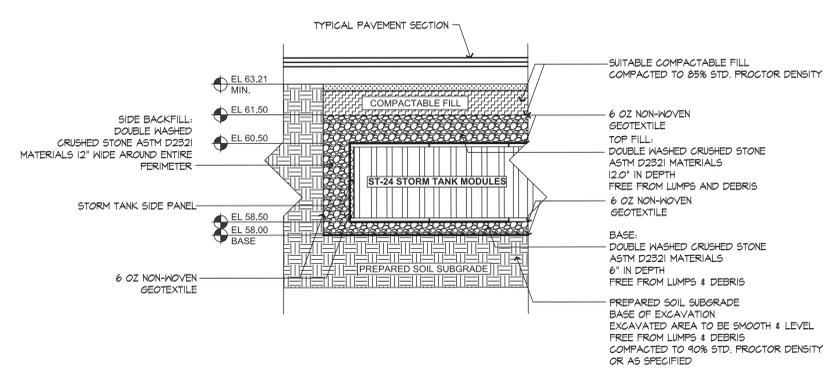
8 AREA DRAIN  
SCALE: N.T.S.



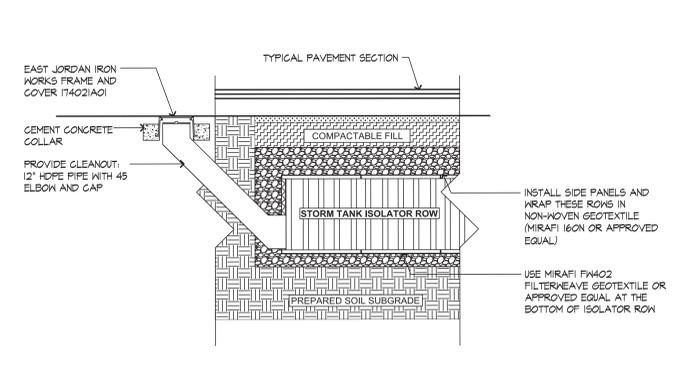
9 TRENCH DRAIN  
SCALE: N.T.S.

# 384 Harvard Street, Brookline

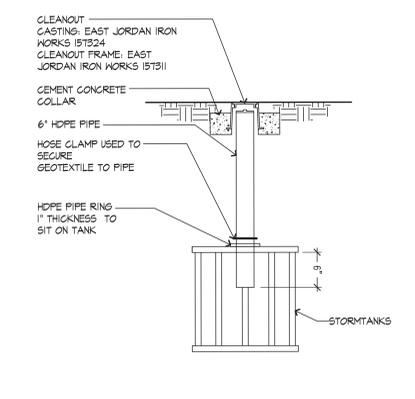
Brookline, MA



**1** SUBSURFACE INFILTRATION BASIN  
SCALE: NTS

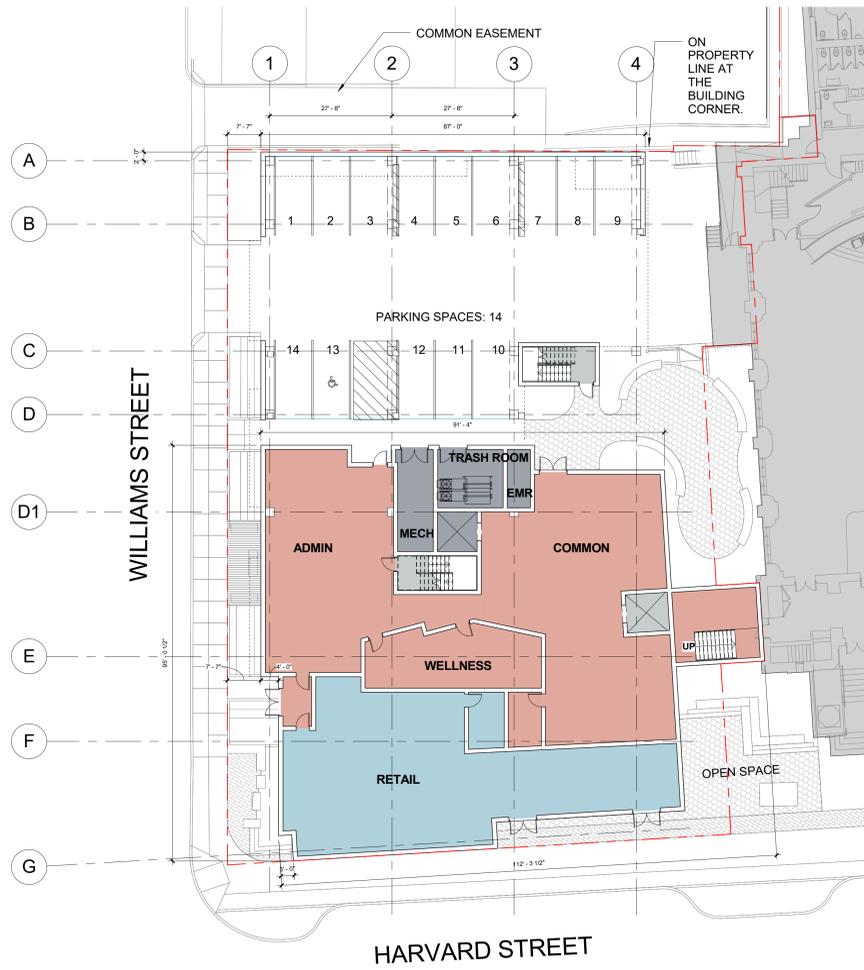


**2** ISOLATOR ROW  
SCALE: NTS

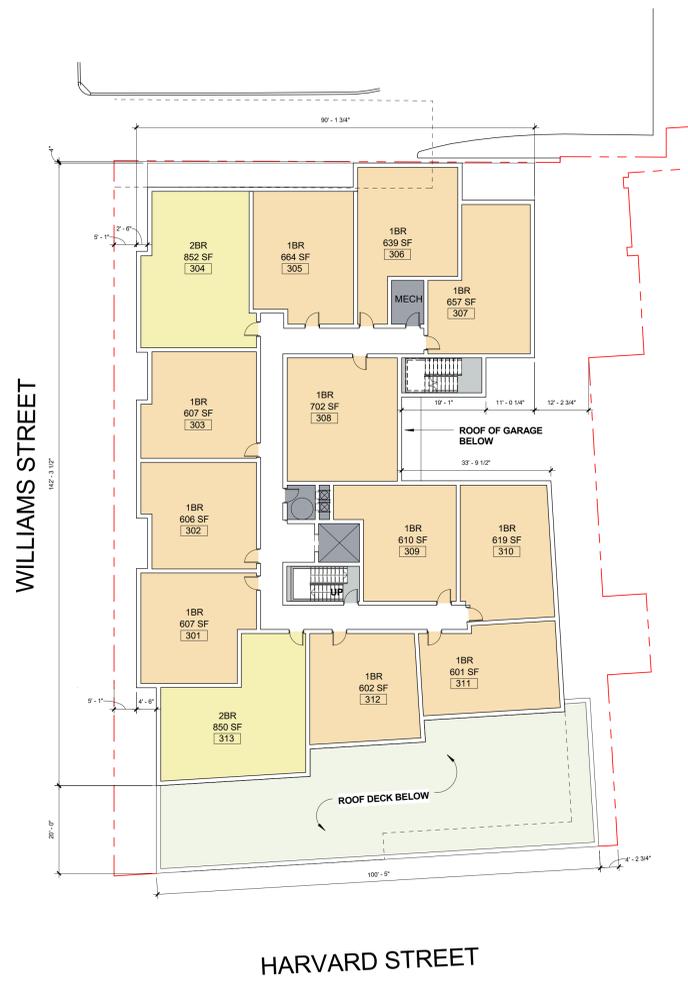


**3** OBSERVATION PORT  
SCALE: NTS

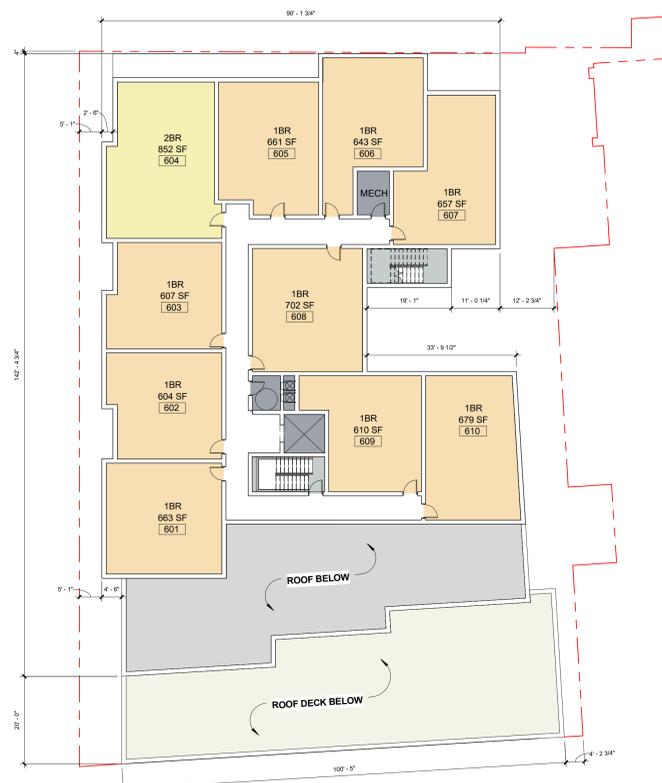




1 LEVEL 1 PLAN  
1/16" = 1'-0"



2 TYPICAL UPPER LEVEL PLAN  
1/16" = 1'-0"



3 LEVEL 6 PLAN  
1/16" = 1'-0"



4 ROOF PLAN  
1/16" = 1'-0"

REVISIONS:

NO.	DATE	DESCRIPTION





**NORTH ELEVATION**



**EAST ELEVATION**



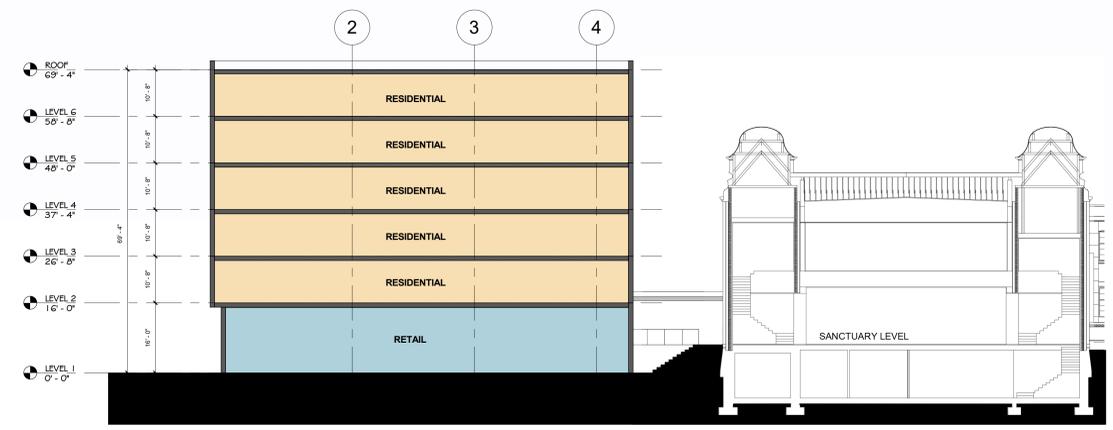
**SOUTH ELEVATION**



**WEST ELEVATION**

**EXTERIOR MATERIALS LEGEND**

1 NICHIIA VINTAGE WOOD	5 FIBERGLASS WINDOWS
2 NICHIIA RIBBED PANEL	6 GROUND FACE CMU
3 FIBER CEMENT SIDING	7 SWISSPEARL FIBER CEMENT PANEL
4 ALUMINUM CURTAIN WALL	8 COMPOSITE METAL PANEL



**1 TYPICAL BUILDING SECTION**  
1/16" = 1'-0"

## **STORMWATER REPORT**

**JCHE at Congregation Kehillath  
Israel  
384 Harvard Street  
Brookline, Massachusetts**



Prepared for:  
Jewish Community Housing for  
the Elderly  
30 Wallingford Road  
Brighton, MA 02135

Prepared by:  
Stantec  
226 Causeway Street, 6th Floor  
Boston, MA 02114

October 21, 2016

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## I. Executive Summary

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### Project Description

Jewish Community Housing for the Elderly (JCHE) is proposing a redevelopment of a portion of the Congregation Kehillath Israel property at 384 Harvard Street in Brookline, MA to construct a new building. The 384 Harvard Street project consists of 62 units of affordable rental housing units for seniors in the heart of Brookline's Coolidge Corner neighborhood. The new 6-story building will be located on the former Epstein Auditorium site. The project will serve households at a range of incomes including extremely low-income units at 30% AMI, low-income units at 60% AMI, moderate income units between 60% and 100% AMI, as well as middle-income units between 100% and 120% of AMI. The building's ground floor includes residential program and community space, an indoor connection to the neighboring Congregation Kehillath Israel ("KI"), and community-oriented retail space that will be available to the public. The project will provide ample green space with a landscaped set-back on Williams Street and a pocket park on Harvard Street.

### Site Characteristics

The existing site has no treatment features. The existing stormwater systems consist of catch basins, trench drains, roof drains, manholes, and area drains. All of the site's stormwater runoff is directed towards the northeastern portion of the site, and into the Town's closed drainage system along Harvard Street and Williams Street.

### Stormwater Management

The proposed project includes the addition of stormwater mitigation and treatment features to the existing site. In the proposed condition, stormwater runoff from the entire site, except for the pocket park on Harvard Street, will be collected in drainage structures and directed to the new underground infiltration system and/or bioswale. In addition, the first floor roof over the retail space of the building is designed as a green roof.

The proposed redevelopment project will result in a slight increase in impervious area (approximately 204 sf) due to the extension of the building to the sidewalk. This increase is offset by the addition of two bump out areas (approximately 312 sf) along Harvard Street in front of the building, which are designed as raingardens. In addition, a portion of the proposed hardscape areas at the pocket park, the courtyard between the two buildings and green space area on Williams Street will be constructed with porous pavers. The project has been designed to incorporate a subsurface infiltration system to recharge runoff and decrease the rate of runoff from the site in the post-development condition. The project will also incorporate best management practices (BMPs) that will promote pretreatment, stormwater recharge and Total Suspended Solids (TSS) removal. The project has been designed to meet all the requirements of the Massachusetts Stormwater Management Standards and Town of Brookline requirements.

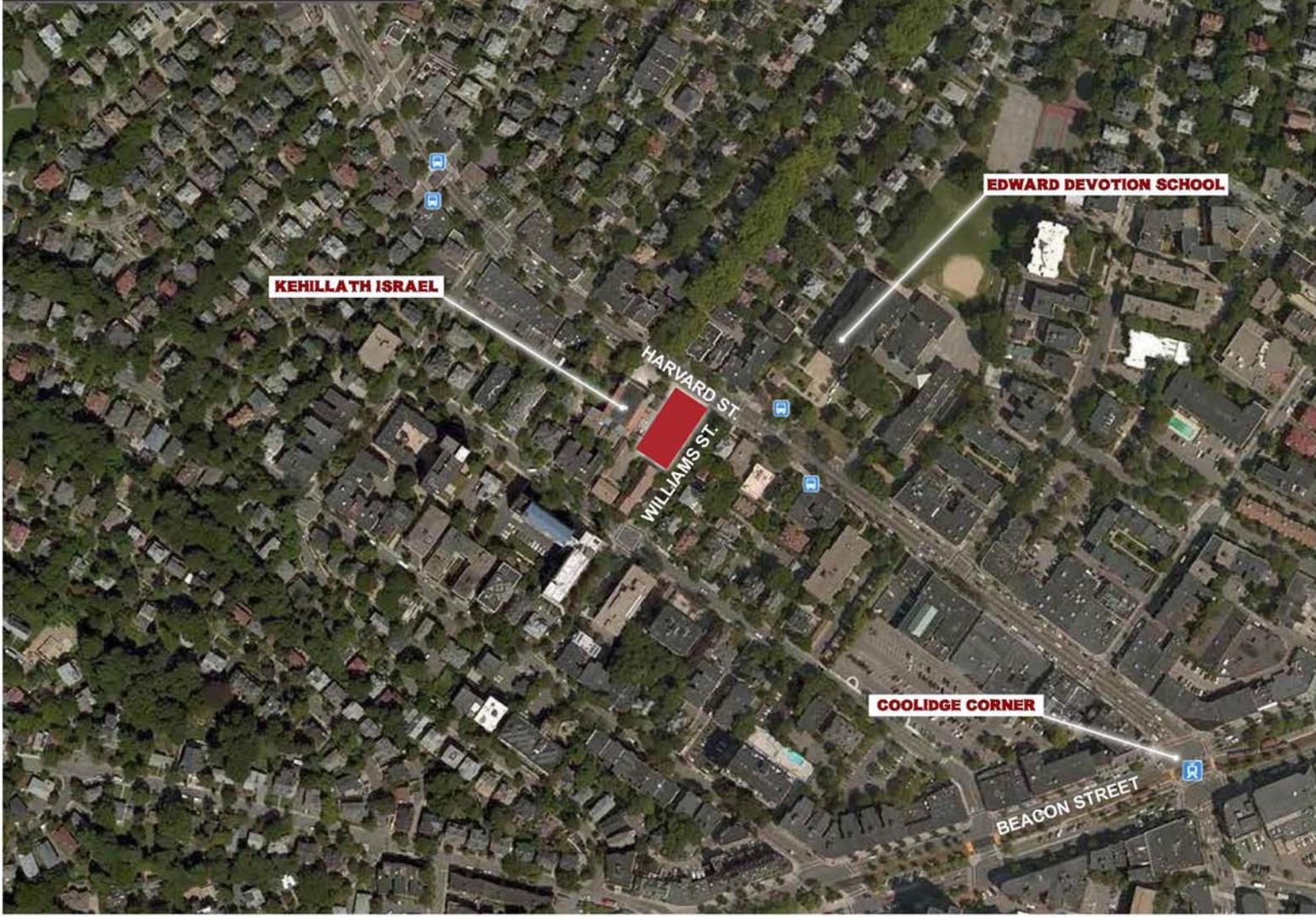
**SECTION 12**  
**AERIAL PHOTOS & SITE PHOTOS**

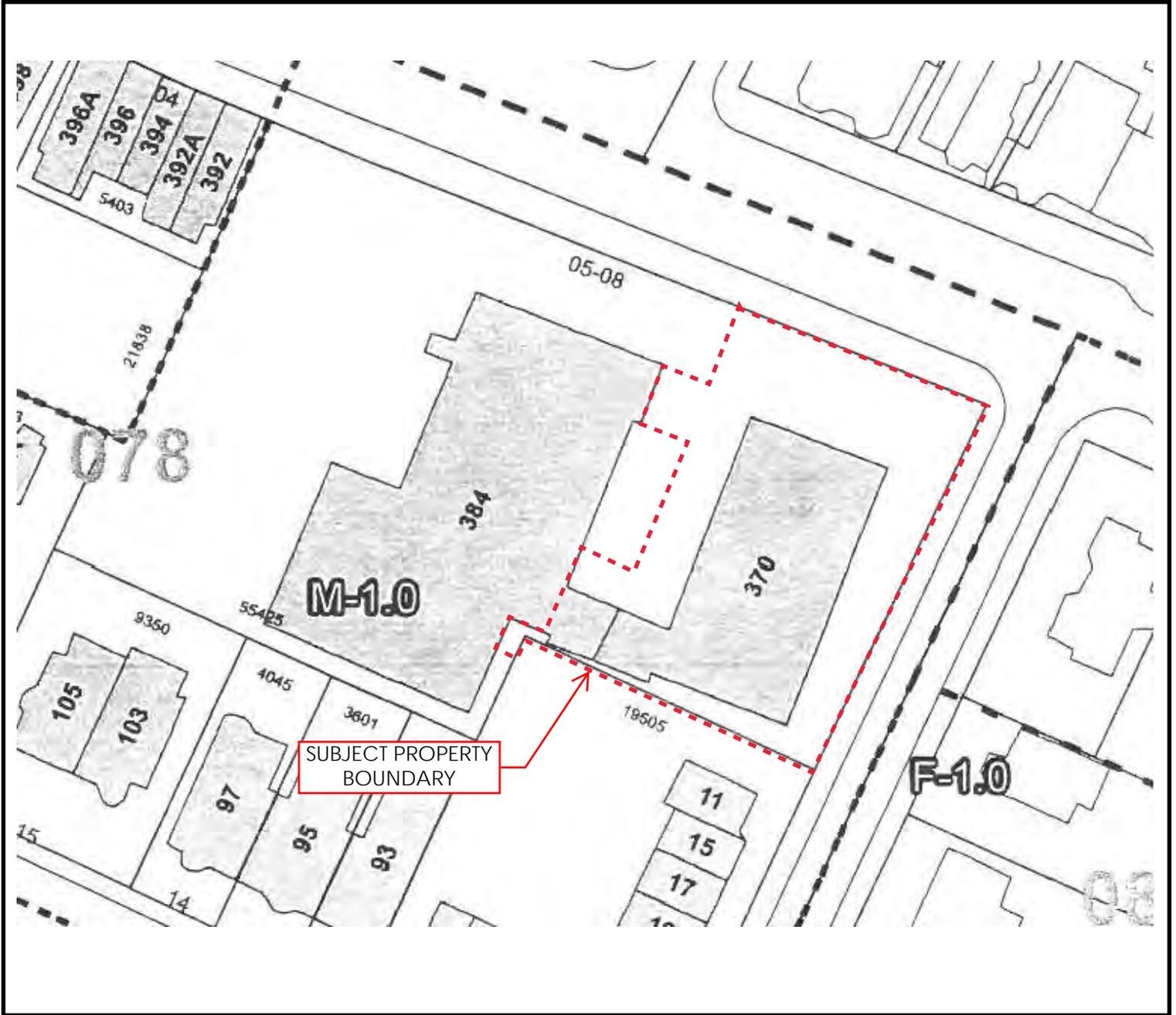


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Figure 1  
 Site Locus Map  
 384 Harvard Street  
 Brookline, Massachusetts  
 Source: Mass GIS Online Datalayers





384 Harvard Street  
Brookline, Massachusetts

**Exhibit 1 - Photographs of Subject Property**



Subject property auditorium entrance



Side view of subject building

384 Harvard Street  
Brookline, Massachusetts



View of attached Congregation Kehillath Israel building, currently under construction



Auditorium interior

384 Harvard Street  
Brookline, Massachusetts



Auditorium interior entrance



Preschool classrooms in building lower level

384 Harvard Street  
Brookline, Massachusetts



View of Harvard Street from subject property