

**In The Matter Of:**

***BROOKLINE ZONING BOARD APPEALS HEARING***

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***40B APPLICATION BY CHESTNUT HILL REALTY***

***(Residences of South Brookline) - Vol. 1***

***January 16, 2014***

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Brookline Zoning Board Appeals Hearing

Case Number 20130094

40B Application by Chestnut Hill Realty

The Residences of South Brookline

January 16, 2014 at 7:00 p.m.

Office of Town Counsel

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Brookline, Massachusetts 02445

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Reporter: Kristen C. Krakofsky

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<p>1                   Appearances</p> <p>2</p> <p>3    Board Members</p> <p>4    Jessie Geller, Chairman</p> <p>5    Jonathan Book</p> <p>6    Chris Hussey</p> <p>7    Mark Zuroff, Associate Member</p> <p>8    Avi Liss, Associate Member</p> <p>9</p> <p>10   Steven Schwartz, Goulston &amp; Storrs</p> <p>11   Ed Zuker, Chestnut Hill Realty</p> <p>12   Bobby Zuker, Chestnut Hill Realty</p> <p>13   Marc Levin, Chestnut Hill Realty</p> <p>14   Joseph Geller, Stantec Consulting</p> <p>15   Theo Kindermans, Stantec Consulting</p> <p>16   Frank Holmes, Stantec Consulting</p> <p>17   Gary Lowe, Lowe Associates</p> <p>18   Ed Marchone, 40B consultant</p> <p>19   Margaret Murphy, Community Resources</p> <p>20   Bob Michaud, MDM Transportation</p> <p>21   Polly Selkoe, Department of Planning &amp;</p> <p>22   Community Development</p> <p>23   Joslin Murphy, Interim Town Counsel</p> <p>24   Daniel Bennett, Building Commissioner</p>	<p>1                   Proceedings:</p> <p>2                   7:10 p.m.</p> <p>3                   MR. JESSIE GELLER: Good evening,</p> <p>4                   everyone. We are calling Case Number 20130094. This</p> <p>5                   is a 40B application at the Residences of South</p> <p>6                   Brookline. This is by Chestnut Hill Realty.</p> <p>7                   My name is Jessie Geller. To my immediate</p> <p>8                   left is Chris Hussey; one over is Jonathan Book; one</p> <p>9                   over from him is Avi Liss; and to my right is Mark</p> <p>10                  Zuroff.</p> <p>11                  We have a few administrative details to run</p> <p>12                  through and then we will have a few items to discuss</p> <p>13                  and then eventually we will work on to the applicants'</p> <p>14                  presentation. The applicant is ready, I assume?</p> <p>15                  MR. SCHWARTZ: Yes.</p> <p>16                  MR. JESSIE GELLER: Excellent. Thank</p> <p>17                  you.</p> <p>18                  A few things to be noted. The first is that</p> <p>19                  this hearing is being tape-recorded for a record, so at</p> <p>20                  the appropriate time, if you do want to speak, we would</p> <p>21                  ask that you speak into the podium right over there.</p> <p>22                  There's a microphone. And start by giving us your name</p> <p>23                  and your address.</p> <p>24                  I might as well get through this. Will you</p>
Page 3	Page 5
<p>1   Kathryn Cochrane Murphy, Esquire, Krokidas &amp; Bluestein</p> <p>2   Samuel Nagler, Esquire, Krokidas &amp; Bluestein</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p>1   waive the reading of the notes?</p> <p>2                  MR. SCHWARTZ: Yes.</p> <p>3                  MR. JESSIE GELLER: One disclosure is that</p> <p>4                  the applicant has a consultant who has a very similar</p> <p>5                  name to my own. He is not related. He wasn't related</p> <p>6                  before tonight.</p> <p>7                  Other administrative details? Am I missing</p> <p>8                  anything?</p> <p>9                  MS. J. Murphy: Jessie, I think -- are you</p> <p>10                  being videotaped as well, I believe?</p> <p>11                  MR. JESSIE GELLER: I believe the</p> <p>12                  applicant -- Mr. Schwartz, is this the case? The</p> <p>13                  applicant has a videographer?</p> <p>14                  MR. SCHWARTZ: Yes.</p> <p>15                  MR. JESSIE GELLER: Okay. So in addition</p> <p>16                  to being tape-recorded, we are also being videotaped</p> <p>17                  for posterity.</p> <p>18                  What I'd like to first do is I'd like the</p> <p>19                  Board to focus on the application. The Board has</p> <p>20                  engaged legal counsel and they are there, Krokidas &amp;</p> <p>21                  Bluestein. We have asked legal counsel to assist us in</p> <p>22                  the review of this application. They have done so, and</p> <p>23                  they've provided us with a brief memo. And although</p> <p>24                  they have noted that there is some documentation that</p>

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<p>1 is missing, for purposes of moving forward they believe                  2 that it is sufficient. I do want to note, however, for                  3 the record that we are moving forward under reservation                  4 of all rights, both on behalf of the ZBA as well as the                  5 Town, with respect to the application.                  6 I also want to make reference to a portion of                  7 their memo, and they've advised us that in a number of                  8 requests there is some missing information which I                  9 think it would be important in order to assist us in                  10 our analysis.                  11 And Mr. Schwartz, what we will do is we'll                  12 give you a copy so that you have the list and we would                  13 request of the applicant that they do provide that                  14 information.                  15 MR. SCHWARTZ: I'm sorry to interrupt.                  16 Can we get a copy of that memo at this point?                  17 MR. JESSIE GELLER: Sure.                  18 MS. MURPHY: And also the Planning                  19 Department has a couple of requests too.                  20 MR. JESSIE GELLER: Separate from that?                  21 MS. MURPHY: Separate, yes. This is in a                  22 separate memo. You might want to give them that.                  23 MR. JESSIE GELLER: This is the single                  24 page?</p>	<p>1 Any comment?                  2 MR. HUSSEY: I'd like to suggest at some                  3 point -- whether it's a consultant at peer review, I                  4 guess, is up for discussion -- for an architectural                  5 firm to look at the package. And also --                  6 MR. JESSIE GELLER: What is the issue --                  7 we can deal with who the party is, you know, what their                  8 degree is, but the issue is really what is it that you                  9 want reviewed?                  10 MR. HUSSEY: Well, I'd like, for one                  11 thing, to have them look at the package and advise us                  12 as to what appropriate and reasonable conditions might                  13 be included in our final decision if it is a positive                  14 decision. If it's negative, then it's perhaps not                  15 necessary.                  16 MR. JESSIE GELLER: I'm not sure that's                  17 not, but we can discuss.                  18 MR. HUSSEY: Well, if there's someone                  19 that's an architectural planner, it's -- the planning                  20 is -- not so much the architectural detail, but it's                  21 the actual planning solution that I'd like to have                  22 looked at.                  23 MR. JESSIE GELLER: But that's not                  24 really -- that's not an issue about the conditions so</p>
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<p>1 MS. SELKOE: Yes.                  2 MR. JESSIE GELLER: Okay. We'll give you                  3 a copy of that as well.                  4 Kathy, you're giving your request --                  5 MS. K. MURPHY: To Steve.                  6 MR. JESSIE GELLER: To Steve. And Polly,                  7 do you have --                  8 MS. SELKOE: I have a copy here.                  9 MR. JESSIE GELLER: Okay. Could you give                  10 that ...                  11 The next order of business is for the Board to                  12 consider what peer review is appropriate on this                  13 matter. It's seems that there are a number of issues                  14 that are going to arise as part of the presentation.                  15 Its seems to me from the materials, which are thick                  16 and heavy, that traffic circulation, drainage are all                  17 appropriate for peer review.                  18 And I want to be very clear. Peer review is a                  19 process by which someone reviews the reports that have                  20 been produced by the applicant and comment within the                  21 box of those reports. And I mention that because                  22 that's distinct from a consultant which would                  23 essentially start from scratch. So we're talking about                  24 peer review at the moment.</p>	<p>1 much, though they play into that. That's a level of                  2 expertise with respect to -- is it design that you're                  3 getting to?                  4 MR. HUSSEY: It's design and -- it's                  5 planning. It's design of the units, the parking, where                  6 they're located, how big they are. Those issues.                  7 MR. JESSIE GELLER: Okay. So the issue --                  8 so you're not really talking about an expert to review                  9 for us conditions. You're -- when you say conditions,                  10 you don't mean the legal sense of conditions to any                  11 decision. You're talking about the design.                  12 MR. HUSSEY: Yes.                  13 MR. JESSIE GELLER: Right. Okay. That                  14 was my misunderstanding.                  15 All right. So on the table is the question                  16 about design review and either a consultant or peer                  17 review assistance to help us through that portion.                  18 MR. HUSSEY: Yes.                  19 MR. JESSIE GELLER: Okay. Well, let's                  20 take them one at a time. I believe the applicant had                  21 been contacted about traffic circulation and stormwater                  22 and drainage with respect to peer review; is that                  23 correct?                  24 MR. SCHWARTZ: That's right.</p>

3 (Pages 6 to 9)

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<p>1 MR. JESSIE GELLER: And has the applicant                  2 agreed to pay for those services?                  3 MR. SCHWARTZ: Yes.                  4 MR. JESSIE GELLER: Thank you. Let's then                  5 raise the issue of urban design.                  6 MR. SCHWARTZ: Mr. Chairman, we've agreed                  7 conceptually to pay for those services. I don't                  8 believe we've seen a final proposal as to what the                  9 scope of services are going to be and the fee and any                  10 of that. I don't believe we've seen that but -- so                  11 obviously conceptually we've agreed, but we need to see                  12 what the scope is.                  13 MR. JESSIE GELLER. Okay. Obviously if                  14 it's peer-reviewed, the box is created somewhat.                  15 MR. SCHWARTZ: Right.                  16 MR. JESSIE GELLER: Right. And that would                  17 in process -- that obviously has to go through a                  18 bidding process.                  19 Okay. So the final ask, because everyone was                  20 quiet, is on design. So the question becomes, then,                  21 are you looking for design to be within the box of what                  22 the applicant has produced, or are you looking for                  23 wholesale review?                  24 MR. HUSSEY: I believe a wholesale</p>	<p>1 has to take place is, if it's peer review, then it is                  2 limited to the design materials that the applicant has                  3 produced.                  4 MR. HUSSEY: Right.                  5 MR. JESSIE GELLER: Okay? If it is a                  6 consultant engaged for the ZBA, you can look at any --                  7 there is a distinction in that -- such as in the case                  8 with traffic circulation, stormwater, and drainage, the                  9 applicant can pay for it.                  10 A consultant is different. That is an                  11 obligation of the Town. I'm not suggesting that that                  12 has any relevance into the -- in the conversation.                  13 MR. HUSSEY: Well, I don't suspect that                  14 we're going to need to have two architectural                  15 consultants. That doesn't make any sense. Seems to me                  16 it could be molded into one set of instructions, can it                  17 not? I understand it would be retained by the Town                  18 rather than us.                  19 MR. JESSIE GELLER: Yeah. The difference                  20 is that presumably the consultant engaged by the Town                  21 would be testifying on behalf of the Town and we could                  22 believe them, not believe them, ask for more                  23 information, whatever.                  24 So my personal take on this is that I agreed</p>
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<p>1 review. Within the context of architecture and                  2 planning, I guess I am looking at wholesale review.                  3 And I'm looking at, in particular, a series of                  4 questions such as what if, have you considered this,                  5 have you considered that, as alternative solutions,                  6 small or perhaps large.                  7 MR. JESSIE GELLER: Okay. Again, I'm                  8 going to circle back to the difference between the two                  9 because I'm trying to figure out what it is you feel we                  10 need and then we'll have a discussion about that.                  11 And Sam and Kathy, you may want to weigh in                  12 here. I will say that I know that as far as the Town's                  13 presentation, they have proposed, I believe, to engage                  14 a consultant on the design aspect; is that correct?                  15 MS. K. MURPHY: We're exploring                  16 possibilities.                  17 MR. JESSIE GELLER: You're exploring                  18 possibilities. Okay. So what you're -- that's --                  19 assuming they did that, that would be the Town's                  20 consultant and that would be testimony on behalf of the                  21 Town. That's how it would come into the record. That                  22 would be our consultant. Okay?                  23 MR. HUSSEY: I understand.                  24 MR. JESSIE GELLER: So the discussion that</p>	<p>1 with you. I think there are elements of design that                  2 certainly are far behind -- far beyond me as a lawyer                  3 and I would certainly like some input about that and I                  4 think that the confines of any one presentation would                  5 be insufficient. It would be nice to have that.                  6 The question is: Do I need someone                  7 specifically engaged on behalf of the ZBA, or am I able                  8 to discern between the applicants' presentation and                  9 what the Town presumably will present through their                  10 consultant. Can I sort of mix and match, relying                  11 heavily on our one architectural expert seated here?                  12 MR. HUSSEY: It depends on the charge,                  13 what the charge is. Say if it's the Town's                  14 consultant. What is the charge for that consultant?                  15 MR. JESSIE GELLER. That's -- that would                  16 be up to the Town.                  17 MR. HUSSEY: Well, I know. Can we                  18 conference, that is the Town and ourselves, the Board,                  19 can we consult on that charge? Can we review that                  20 charge and see if we arrive at a mutual agreement as to                  21 what's appropriate and sufficient?                  22 MR. JESSIE GELLER: Well, let's --                  23 MR. HUSSEY: I'd like to try that route                  24 rather than getting into it.</p>

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1 MR. JESSIE GELLER: Sam, Kathy, I have a  
 2 question for you.  
 3 MS. K. MURPHY: Yes.  
 4 MR. JESSIE GELLER: Could you speak to the  
 5 propriety of doing something like that? Do you  
 6 understand what Chris is proposing?  
 7 MS. K. MURPHY: Yes. I think that's  
 8 probably fine. I think if -- I mean, the Board can ask  
 9 questions of the Town's consultant and frame its scope  
 10 in that regard so there's really no reason why they  
 11 can't communicate to the Town boards what they would --  
 12 what the Board would like to see in the way of  
 13 information.  
 14 MR. JESSIE GELLER: Let me also say that I  
 15 want to note that there is -- I believe it's a state  
 16 program where there is some funding where a 40B  
 17 expert -- I use the word expert loosely -- where a 40B  
 18 expert can be engaged, it's underwritten by the State,  
 19 and we're in the process of applying for that. And I  
 20 think that this person -- whoever is familiar with  
 21 this, maybe it's Building Commissioner Bennett -- this  
 22 person would have some capacity to give us guidance on  
 23 design; is that correct?  
 24 MS. K. MURPHY: Probably not.

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1 MR. JESSIE GELLER: Probably not. You  
 2 don't think so, Kathy says.  
 3 MR. BENNETT: There are various  
 4 consultants on the list that we have to pick from.  
 5 Several have been discounted based on conflicts,  
 6 physical location of their offices. We have been in  
 7 discussions with a couple and neither of them have  
 8 design.  
 9 MR. JESSIE GELLER: Okay. Thank you.  
 10 That's helpful. So the answer is they wouldn't be  
 11 helpful. But, you know, my sense is we can work  
 12 with -- and I use the term "with" -- the Town's  
 13 consultant and certainly ask questions that would  
 14 assist us.  
 15 The question for the Board: Is absolute  
 16 independence a necessity? My opinion is that it is  
 17 not, but I throw it out to the rest of you.  
 18 MR. BOOK: No. I think the Town's  
 19 consultants -- I think we work within that. I don't  
 20 see duplicating efforts.  
 21 MR. HUSSEY: The same.  
 22 MR. JESSIE GELLER. Thank you. Good  
 23 issue.  
 24 Mr. Schwartz, the next issue is the

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1 stenographer. I understand you've got a videographer  
 2 who's pointing his nasty little weapon directly at me.  
 3 And we also have a stenographer who will be  
 4 here for the hearing and again, the applicant has  
 5 agreed to pay for the stenographer; correct?  
 6 MR. SCHWARTZ: That's correct.  
 7 MR. JESSIE GELLER: Thank you.  
 8 Okay. Members, in front of you you will see a  
 9 couple of pieces of paper, one of which is the agenda  
 10 for this evening, the second of which is the one I want  
 11 you to focus on, and that's the proposed timetable. I  
 12 have -- obviously January 16th is a fixed date. We  
 13 will have a hearing on that night. It will start 10  
 14 minutes late.  
 15 But the order in which the hearing flows I  
 16 think is relevant -- presentations, how it happens --  
 17 because at the end of the day it has to have continuity  
 18 and has to make sense to us so that we can get to the  
 19 179th and have a coherent conversation -- I don't  
 20 really mean 179th day -- deliberate, and decide.  
 21 So I think what you'll see is that the  
 22 proposed dates of hearings are in bold. You see  
 23 January 16th. You see the next hearing date would be  
 24 February 13th. Between then and now we would propose a

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1 site visit, and we have to fix that date. Have we  
 2 reached any conclusions? No -- shaking your head.  
 3 MR. HUSSEY: Can we do it now?  
 4 Everybody's here. Both parties are here.  
 5 MR. JESSIE GELLER: Yeah. Let's -- we'll  
 6 do that now. So we're proposing January 16th, which is  
 7 today. February 13th would be the next hearing, and I  
 8 see that we've got listed "public testimony." That  
 9 would be an opportunity for the members of the public  
 10 to comment on presentation. And we have scheduled now  
 11 February 27th testimony by Town boards, commissions,  
 12 and departments. Everybody comfortable with that  
 13 schedule? Questions about that?  
 14 MR. ZUROFF: Before you jump into that, I  
 15 just asked Pat about our schedule because he has  
 16 hearings already on our schedule. We should make sure  
 17 that they're not overlapping.  
 18 MR. JESSIE GELLER: We have done that to  
 19 coordinate. Thank you. We will be hearing five nights  
 20 a week like a good Broadway play.  
 21 And then you see we have March 13th,  
 22 April 10th, and May 8th to be determined because we  
 23 think it appropriate to have carry-over dates. It  
 24 seems to me that it's part of the process that there

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1 will be issues that may arise that we may want to break  
 2 out into specific areas.  
 3 MR. BOOK: So things like the peer review,  
 4 will those come in those to-be-determined dates?  
 5 MR. JESSIE GELLER: Yes. That's the  
 6 intent, that there would be peer review presentations,  
 7 there may be rollover for consultants because there  
 8 will -- it seems to me that as part of the presentation  
 9 and as part of the process there will be some key  
 10 issues that will become evident and we'll want to focus  
 11 on those issues. And it may also, in fact, give rise  
 12 to interim meeting sessions between parties, so, you  
 13 know -- and then you see June 5th as deliberations and  
 14 discussions and obviously predicated on our having  
 15 sufficient testimony and having concluded all of that  
 16 to deliberate. And then July 10th we're essentially  
 17 working within the statutory required period of time.  
 18 Comments? Questions?  
 19 MR. SCHWARTZ: We have discussed the  
 20 schedule, a tentative schedule, with the town planning  
 21 officials and February 27th, which is a date I believe  
 22 you mentioned, was not on that list and I'm not sure  
 23 that that date is going to work for us.  
 24 MR. JESSIE GELLER: Okay.

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1 MR. SCHWARTZ: So that may be something we  
 2 can discuss at the appropriate time.  
 3 MR. JESSIE GELLER: Okay. Do you know --  
 4 well, we'll figure out if the 27th works but do you  
 5 know whether the 13th is --  
 6 MR. SCHWARTZ: Yes. The dates that were  
 7 tentatively discussed -- and I'm not sure if this  
 8 matches up with the schedule in front of you -- are  
 9 Thursday, February -- all these are Thursdays --  
 10 February 13th, March 13th, April 10th, May 8th, June  
 11 5th, and July 10th.  
 12 MR. JESSIE GELLER: Okay. So --  
 13 MR. SCHWARTZ: And we agree to all of  
 14 those dates.  
 15 MR. JESSIE GELLER: Okay. So the only one  
 16 in question is February 27th.  
 17 MR. SCHWARTZ: Right.  
 18 MR. JESSIE GELLER: Okay. Thank you.  
 19 We'll figure that component out.  
 20 MR. BOOK: That's school vacation.  
 21 MS. J. MURPHY: No. February -- the week  
 22 of February 17th, the 17th is Monday, President's Day.  
 23 MR. BOOK: Oh, I apologize. Which is why  
 24 it's absent.

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1 MR. JESSIE GELLER: Okay. Is it possible  
 2 to discuss the site visit now? Can we fix a date? Do  
 3 we know what the issue is on the date?  
 4 MS. SELKOE: Well, the issue was we did  
 5 have a date scheduled, but some parties couldn't  
 6 attend.  
 7 MR. JESSIE GELLER: Okay.  
 8 MS. SELKOE: Start from scratch again.  
 9 MR. JESSIE GELLER: So what do we have as  
 10 available dates?  
 11 MS. SELKOE: We did decide 8:30 in the  
 12 morning was good. Beyond that is just --  
 13 MR. JESSIE GELLER: Well, what was the  
 14 holdup? What was the date we had?  
 15 MS. SELKOE: The date we had was January  
 16 22nd.  
 17 MR. JESSIE GELLER: And what was the issue  
 18 with the 22nd?  
 19 MS. SELKOE: One of the team members from  
 20 the applicant couldn't attend.  
 21 MR. JESSIE GELLER: Okay. Were we given  
 22 alternative dates?  
 23 MS. J. MURPHY: We were waiting, I think,  
 24 to hear from them about alternative dates.

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1 MS. SELKOE: Yeah. We're waiting to hear  
 2 from everybody. Not everyone responded.  
 3 MS. J. MURPHY: We've been given a date of  
 4 the 24th, I think.  
 5 MS. SELKOE: You want to try the 24th at  
 6 8:30?  
 7 MR. JESSIE GELLER: Everybody available  
 8 the 24th at 8:30? Mr. Schwartz?  
 9 MR. SCHWARTZ: Okay.  
 10 UNIDENTIFIED MAN: Is this a public  
 11 meeting?  
 12 MR. JESSIE GELLER: That's an excellent  
 13 question. Here's -- it is a -- the public is allowed  
 14 to come to the site visit. It is not an opportunity to  
 15 provide testimony. So it is simply an opportunity for  
 16 the Board to visit the site, ask questions of the  
 17 applicant, and take any information. So I want to be  
 18 very clear. It's not an opportunity for testimony, but  
 19 the public is, of course, invited to walk through the  
 20 site. Okay?  
 21 MR. HUSSEY: One more question. Where are  
 22 we going to meet on the site visit?  
 23 MR. JESSIE GELLER: That's a great  
 24 question.

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1 MS. K. MURPHY: Can I propose in front of  
 2 Chestnut Hill Realty on Independence, if they'll  
 3 provide the address?  
 4 UNIDENTIFIED: 298 Independence Drive.  
 5 MR. JESSIE GELLER: 298 Independence  
 6 Drive.  
 7 MS. K. MURPHY: Right in front of the  
 8 leasing office.  
 9 MR. JESSIE GELLER: About an hour?  
 10 MR. SCHWARTZ: Maybe an hour and a half is  
 11 a little bit safer just because of the amount of  
 12 walking that's required.  
 13 MR. LISS: We've got to walk, Steve?  
 14 MR. SCHWARTZ: Well, golf carts --  
 15 MR. LISS: Golf carts.  
 16 MR. JESSIE GELLER: Okay. So now we're at  
 17 January 24th, 8:30 in the morning, at 298 Independence  
 18 Drive.  
 19 Okay. Otherwise we're okay with schedules?  
 20 And obviously, as we hold hearings we will continue the  
 21 hearing as needed to the dates certain. So our next  
 22 scheduled hearing, assuming we don't wrap up tonight,  
 23 will be February the 13th at 7:00.  
 24 MR. JESSIE GELLER: We may have a conflict

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1 by one of the board members.  
 2 MS. K. MURPHY: For the site visit?  
 3 MR. JESSIE GELLER: No. For the 13th.  
 4 MR. LISS: In general, we should address  
 5 that because obviously life is not 100 percent  
 6 planable. It's better to have a protocol set up now  
 7 instead of waiting.  
 8 MR. JESSIE GELLER. Well, Mark's an  
 9 alternate.  
 10 And you cannot be here on the 13th? If you  
 11 cannot be here on the 13th, is there an alternative  
 12 date?  
 13 MR. ZUROFF: March 13th.  
 14 MR. JESSIE GELLER: Oh, March. No. I  
 15 don't care about March 13th. We'll deal with that. I  
 16 thought you meant February.  
 17 MR. ZUROFF: No.  
 18 MR. JESSIE GELLER: Okay. We're going to  
 19 have to deal with the March 13th date. The next date  
 20 is February 13th. I'm not worried about the rest of  
 21 the dates so much.  
 22 MR. HUSSEY: So the 13th and the 27th of  
 23 February?  
 24 MR. JESSIE GELLER: No. Just 13th.

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1 February 13th, that's all you need.  
 2 Any other agenda items, administrative  
 3 details?  
 4 (No response.)  
 5 Okay. I think that we are ready to hear the  
 6 applicants' presentation.  
 7 MS. J. MURPHY: Jessie, can I just ask  
 8 about -- we have a stenographer tonight and we were  
 9 assuming -- will we discuss with the applicant that  
 10 they're going to pay?  
 11 MR. JESSIE GELLER: I asked that. They've  
 12 agreed.  
 13 PRESENTATION  
 14 MR. SCHWARTZ: Mr. Chairman, members of the  
 15 board, thank you very much. My name is Steven Schwartz  
 16 of the law firm of Goulston & Storrs in Boston, counsel  
 17 for the applicant, The Residences of South Brookline  
 18 LLC, and we're very pleased to be here tonight. We  
 19 appreciate your time as we start this process of  
 20 presenting our proposal, The Residences of South  
 21 Brookline.  
 22 I'd like, first, to introduce members of our  
 23 project team who are here this evening with us: Ed and  
 24 Bobby Zuker and Marc Levin from Chestnut Hill Realty

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1 which is the proponent affiliated with the applicants;  
 2 Joe Geller, Theo Kindermans, and Frank Holmes from  
 3 Stantec Consulting. They are the site planning and  
 4 civil engineer experts on our application. Gary Lowe  
 5 from Lowe Associates is the project architect. Ed  
 6 Marchone is our 40B consultant. Margaret Murphy from  
 7 Community Resources is our real estate advisor. And  
 8 finally Bob Michaud from MDM Transportation is our  
 9 transportation engineer.  
 10 The order of the presentation this evening --  
 11 I'll be asking Marc Levin from Chestnut Hill Realty to  
 12 give an overall description of Chestnut Hill Realty  
 13 itself, the applicant, its history, some of its  
 14 relevant projects, its activities in the Town of  
 15 Brookline. He'll get into some of the history of  
 16 Hancock Village itself, which is the site of this  
 17 application, and finally a general overview of the  
 18 proposed development.  
 19 At that point Joe Geller will make a more  
 20 detailed presentation of the site plan in greater  
 21 detail in a community context.  
 22 He'll then turn it over to Gary Lowe who will  
 23 walk us through the architecture and the architectural  
 24 elements of the buildings and the project.



<p style="text-align: right;">Page 26</p> <p>1 Frank Holmes from Stantec will then do an                  2 overview of the civil engineering, particularly                  3 emphasizing the drainage plan and utilities and                  4 resource areas.                  5 And finally, Bob Michaud will give an overview                  6 of the transportation elements of the proposal, the                  7 traffic impacts, internal circulation, and safety                  8 issues and some of the alternatives to single occupancy                  9 vehicles, some of the alternative transportation that                  10 is part of this proposal.                  11 At the request of the Board, this is a --                  12 quite a detailed and lengthy presentation. We'll try                  13 and be as efficient as we can be going through these                  14 presentations. And what I would offer to the Board is                  15 if it's easier for members of the Board to ask                  16 questions during the presentation, we're more than                  17 happy to do that. If the preference is to wait until                  18 the presentation is over, that's fine too.                  19 I forgot to mention, my apologies, at the end                  20 I'll just finish up, myself, with some presentation                  21 about some affordable housing issues and some smart                  22 growth and sustainable development principles.                  23 So getting back to what I was saying before,                  24 if the Board prefers, we can answer your questions as</p>	<p style="text-align: right;">Page 28</p> <p>1 on resident retention that fosters long-term                  2 tenancies. We are also investing in our apartment                  3 communities to make them better. We guarantee 24-hour                  4 response to maintenance calls, and we hire private                  5 contractors for trash and snow removal at no cost to                  6 the municipalities.                  7 What makes Chestnut Hill Realty what it is is                  8 our terrific employees put the needs of our residents                  9 first. Many of our exceptional staff have been                  10 recognized by their peers with industry awards. Over                  11 50 percent of the employees at Chestnut Hill Realty                  12 have been with the company for more than five years,                  13 and over 30 percent have been with the company for more                  14 than 10. Hancock Village received the RHA Community of                  15 Excellence Award in 2009. As I said, our employees                  16 make Chestnut Hill Realty what it is. Here are last                  17 year's award winners.                  18 Sustainability principles are very important                  19 to our corporate philosophy. With a focus on green                  20 living, we hope not only to reduce the environmental                  21 footprint left by CHR, but help our residents to do the                  22 same. The Residences of South Brookline will                  23 incorporate these sustainable principles. This is a                  24 theme that will be discussed throughout our</p>
<p style="text-align: right;">Page 27</p> <p>1 we go through. And if the preference is to wait until                  2 the end, that's fine too, or some combination, either                  3 way that's fine.                  4 So without further adieu, I'd like to turn it                  5 over at this point to Marc Levin to start our                  6 presentation. Thank you.                  7 MR. LEVIN: Thank you, Steve. Thank you,                  8 Chairman Geller and the Zoning Board members. I'd also                  9 like to thank the Planning staff. I know it took a lot                  10 of time to review our application and we appreciate                  11 that. My name is Marc Levin. I'm the director of                  12 development for Chestnut Hill Realty.                  13 Chestnut Hill Realty was founded by Brookline                  14 native Ed Zuker in 1969. We own and manage 27                  15 apartment communities comprised of 4,700 apartment                  16 homes throughout Greater Boston and Rhode Island. This                  17 family-run business has been in existence for 45 years,                  18 and it will be run by future generations. We are here                  19 for the long term. We are not merchant builders or                  20 developers. We will be here to manage the properties                  21 for years to come.                  22 And that's the good news, because Chestnut                  23 Hill is an industry leader in property management. We                  24 have professional on-site management, we spend capital</p>	<p style="text-align: right;">Page 29</p> <p>1 presentation.                  2 Chestnut Hill Realty makes substantial                  3 investments in our properties every year. Our annual                  4 investment in our buildings and units are more than                  5 double the industry average. This is all part of the                  6 corporate philosophy of treating our properties like                  7 people's homes, which they are.                  8 We are very proud of our Brookline portfolio,                  9 most of which we've owned for decades. Chestnut Hill                  10 Realty owns nearly 1,000 units in Brookline. There's                  11 Auburn and Harris, Beacon and Fairbanks, Hampton Court,                  12 St. Paul Gardens, Harvard Terrace, Longwood Towers and,                  13 of course, Hancock Village.                  14 The culture of giving back is also integral to                  15 the corporate culture. Chestnut Hill Realty supports                  16 many local and national charities and encourages its                  17 employees and residents to be active through annual                  18 drives, year-round fundraising activities, and                  19 volunteerism. These are just some of the organizations                  20 that CHR and its employees support.                  21 Landscaping has always been near and dear to                  22 the principle of CHR, Ed Zuker. We have a full-time                  23 horticulturist and arborist on staff as well as a                  24 department devoted entirely to landscape. The</p>

<p style="text-align: right;">Page 30</p> <p>1 landscaping department is also involved in community                  2 beautification. Here is Baker School island that                  3 Chestnut Hill Realty donated to and maintains.                  4       Much of our recent apartment development is                  5 focused on upgrading and enhancing our existing                  6 apartment communities. These first four projects were                  7 infill developments on our properties we had owned for                  8 many years. These infill projects are well integrated                  9 into the existing apartment home communities. They                  10 were designed and built by the same development team.                  11 Once built, they improved the overall quality of                  12 tenants in those locations.                  13       This is a two-story, 12-unit infill building                  14 that was part of adding 83 total units to the existing                  15 community in Norwood. This 54-unit, three-story                  16 building was also part of that project.                  17       This is a 12-unit infill building at Norwood                  18 Gardens, and an interior shot of the finish quality.                  19       This is a clubhouse containing a management                  20 leasing office that also provides amenities to the                  21 community.                  22       Here's a photo of a ribbon cutting with                  23 Norwood town officials and a smiling Ed Zuker.                  24       Here's a recently built, 48-unit, three-story</p>	<p style="text-align: right;">Page 32</p> <p>1 frequented neighborhood convenient shopping center                  2 adjacent to Hancock village. It has proven to be a                  3 valuable amenity to our residents in the surrounding                  4 neighborhood.                  5       These are our corporate offices. They're                  6 located adjacent to Hancock Village on Independence                  7 Drive. And that's exactly where we're meeting for our                  8 site walk.                  9       Hancock Village was built between 1946 and                  10 1949 to house returning veterans and their families.                  11 It was built by John Hancock Mutual Insurance Company,                  12 and it was purchased by Chestnut Hill Realty in 1986.                  13 Since the purchase, Chestnut Hill Realty has upgraded                  14 and enhanced the apartment homes as well as improving                  15 the landscaping significantly. We've added bathrooms,                  16 updated kitchens, added washer/dryers, AC, and many                  17 other modern features.                  18       This photo was taken sometime after Hancock                  19 Village was just completed. This was the first home                  20 for many families after World War II. You can see at                  21 eye level the lack of landscaping in its early days.                  22       Today's Hancock Village is a testimonial to                  23 Ed's commitment to landscaping. Both Chestnut Hill                  24 Realty and the residents take pride in Hancock</p>
<p style="text-align: right;">Page 31</p> <p>1 building in West Roxbury, and a picture of the ribbon                  2 cutting with Mayor Menino and the local neighborhood                  3 representatives.                  4       Here's a three-story, 12-unit infill building                  5 at Ridgecrest Village in West Roxbury and another                  6 example of our finished interiors.                  7       Here's a rendering of an upgrade we're                  8 planning. We're adding an amenity center to an                  9 existing management office at Village Green in                  10 Plainville.                  11       We've renovated one tower of this historic                  12 landmark building in Brookline. It's a 86 luxury                  13 apartment homes serving the Longwood Medical area.                  14       This is a rendering of a 5-story, 49 unit                  15 development in Boston. The urban infill has been                  16 carefully designed to compliment the architecture of                  17 the abutting properties.                  18       We just broke ground on this luxury apartment                  19 building in the Fenway. It contains 13 percent                  20 affordable units. We anticipate completion in the                  21 spring of 2015.                  22       I'm particularly proud of my first project                  23 with Chestnut Hill Realty. We converted a rundown,                  24 post-war, strip mall into a very successful, much</p>	<p style="text-align: right;">Page 33</p> <p>1 Village's landscaping. On the right is one of the                  2 annual beautification contest winners.                  3       Hancock Village is one of the least dense                  4 apartment communities in Brookline. The current floor                  5 area ratio is only .29. The FAR allowed in the N.5                  6 district for this property is .50. Hancock Village is                  7 the only N.5 district in Brookline. All the other                  8 municipal multifamily districts in Brookline allow for                  9 floor area ratios of 1.0 to 2.5.                  10       In 2005, Brookline's comprehensive master plan                  11 identified Hancock Village as a suitable location for                  12 additional rental housing which encouraged us to move                  13 forward.                  14       In late 2008, the Hancock Village planning                  15 committee was formed to work with CHR to add                  16 much-needed rental housing units to Hancock Village.                  17 Over the past five years, Chestnut Hill Realty has                  18 presented several development options to add market                  19 rate and affordable apartments to Hancock Village. All                  20 suggested plans were rejected by the planning committee                  21 with no alternative plans suggested.                  22       In the fall of 2011, a Brookline selectman put                  23 two warrant articles on the town meeting warrant to                  24 place a neighborhood conservation district overlay on</p>

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1 all of Hancock Village. This was done with no input  
 2 from any town leader or the owner of Hancock Village.  
 3 The NCD placed zoning restrictions on Hancock Village  
 4 that do not exist on any other piece of land in  
 5 Brookline. There are no other neighborhood  
 6 conservation districts in Massachusetts that have been  
 7 forced on a single owner.  
 8 We have a plan for providing market-rate and  
 9 affordable housing in Hancock Village. We decided to  
 10 continue to pursue our plan through the 40B process.  
 11 In August of 2012, Chestnut Hill Realty applied for a  
 12 project eligibility letter with MassDevelopment for a  
 13 271-unit 40B development. We withdrew our first  
 14 application after considering feedback from the  
 15 community and others.  
 16 In June of 2013, Chestnut Hill Realty applied  
 17 for a project eligibility letter for a 192-unit  
 18 apartment home development. This resubmission was  
 19 significantly scaled back from the original proposal.  
 20 There was a reduction of about 30 percent of the units,  
 21 the buildings were reduced one story in height, 20-foot  
 22 setbacks from the abutting properties were created, the  
 23 architecture was modified to be in better keeping with  
 24 the neighborhood. MassDevelopment issued a site

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1 approval letter on October 8, 2013.  
 2 And here is our plan: It contains 192 units  
 3 comprised of one, two, three, and four bedroom  
 4 apartments and 345 parking spaces. There is 1 three-  
 5 and four-story building located there, and there are 12  
 6 two-and-a-half-story buildings there. There are 5 --  
 7 within that, there are 5 four-unit buildings and 7  
 8 eight-unit buildings.  
 9 All of the buildings offer single-floor living  
 10 spaces versus the existing 530 townhomes at Hancock  
 11 Village in Brookline. This provides choices to  
 12 prospective residents since Hancock Village is  
 13 comprised entirely of townhomes. Townhome living is  
 14 not appealing to a significant segment of the market.  
 15 Here is a rendering of the 116-unit, three-  
 16 and four-story apartment buildings with infill  
 17 buildings in the foreground as viewed from Asheville  
 18 Road. As you can see, it's comprised of 116 apartment  
 19 homes, 92 of which are market rate, 24 are affordable,  
 20 and split pretty evenly between one- and two-bedroom  
 21 units.  
 22 There's 144 covered garage parking spaces on  
 23 two levels below the building, two surface spaces right  
 24 nearby, and 23 parking spaces at a nearby surface lot.

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1 Amenities include elevator access, a media  
 2 room, wi-fi lounge, exercise facility, in-home washer  
 3 and dryer, high-end finishes, and there's our  
 4 leasing -- site leasing, management, and maintenance  
 5 office on-site.  
 6 This provides a very attractive alternative  
 7 for many potential residents. This is -- there is very  
 8 little product like this in Brookline. We feel as  
 9 though it will appeal to residents who want one-floor  
 10 living, who want an elevator building, seniors, empty  
 11 nesters, single professionals and couples, residents  
 12 who have mobility issues, residents who want indoor  
 13 parking, and existing Brookline residents who are  
 14 selling a home or want to move to a nicer apartment.  
 15 These are the projected average market-rate  
 16 rents for one bedroom, one bath; two bedroom, one bath;  
 17 and two bedroom, two bath. These are just averages and  
 18 each unit varies in size.  
 19 These are the affordable rates: \$882 for a  
 20 one-bedroom, \$1,058 for a two-bedroom. The income  
 21 guidelines are set by HUD. Residents of the affordable  
 22 apartments should pay no more than 30 percent of their  
 23 annual income on rent, including the utilities. The  
 24 guidelines are noted at the bottom. There can be no

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1 more than two people per bedroom. Affordable units  
 2 will be rented by lottery. The Town may set local  
 3 preference guidelines for up to 70 percent of the  
 4 affordable units. The local preference is often for  
 5 people who already live in Brookline or work for the  
 6 Town. It is expected that hundreds of residents will  
 7 apply to live in these affordable units. In most  
 8 communities there's a long waiting list.  
 9 This is a rendering of the two-and-a-half-  
 10 story infill building viewed west from Independence  
 11 Drive, and this is infill building looking east from  
 12 Independence Drive.  
 13 These 12 two-and-a-half-story buildings are  
 14 comprised of 26 apartment homes mixed between one-,  
 15 two-, three-, and four-bedroom units. There are 176  
 16 surface spaces, 28 of which are situated, and seven  
 17 free-standing garages. Residents will have use of the  
 18 existing Hancock Village amenity spaces.  
 19 These are the projected average market rates  
 20 for the ones, twos, threes, and four-bedroom units.  
 21 The rents will vary with the number of bathrooms and  
 22 square footage. The smallest unit is 865 square feet,  
 23 and the largest is 1,743.  
 24 These will appeal to families, single

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1 professional and couples, residents who want a yard,  
 2 residents who want easy access to outside, residents  
 3 who want a garden-style apartment, roommates, and  
 4 again, existing Brookline residents who are selling a  
 5 home or want to move to a nicer apartment. These  
 6 apartments will be very desirable with spacious  
 7 layouts, good lighting, quality finishes, in-unit  
 8 washer and dryer, and central air conditioning. The  
 9 affordable rents for the three- and four-bedroom units  
 10 are \$1,223 and \$1,305.

11 As mentioned previously, new residents will be  
 12 able to use the existing Hancock Village amenity center  
 13 plus added new ones located in the apartment building.

14 This is a summary of the program broken down  
 15 by unit type for each building. In the aggregate,  
 16 there's 66 one-bedrooms, 70 two-bedrooms, 28  
 17 three-bedrooms, and 28 four-bedrooms.

18 I'll now turn the presentation over to Joe  
 19 Geller of Stantec to discuss the site characteristics.

20 MR. JOSEPH GELLER: Thank you, Marc. I'm  
 21 Joe Geller from Stantec Consulting.

22 I'm going to step back a little bit and  
 23 give the Board a sense of the site in a community  
 24 context. You've heard about the project itself, but I

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1 wanted to give you a little bit more background of  
 2 exactly where the site is.

3 So here's the VFW Parkway on this part of the  
 4 site. The site is bisected by Independence Drive. The  
 5 golf courses are over here, the country club and the  
 6 Town's golf courses. Route 9 cuts through this part of  
 7 the site -- a little bit closer to give you a better  
 8 sense of that. The main thoroughfare is Independence  
 9 Drive, the VFW Parkway, Putterham Shopping Center, and  
 10 then Newton Street and the rotary at Horace James  
 11 Circle. The site itself, as I said, is bisected by  
 12 Independence Drive with this being the east side of the  
 13 site, and that being the west side of the site.

14 Surrounding the site, this part of Brookline  
 15 is significant open space. The Hoar Sanctuary abuts  
 16 the site and there's actually access from the  
 17 development to the Hoar Sanctuary. There is other --  
 18 in Boston there's other sanctuary land, Hancock Woods  
 19 and the Leatherbee Sanctuary, so all of this is  
 20 conservation land. We have the town-owned Walnut Hill  
 21 Cemetery, of course Allandale Farm, the Larz Anderson  
 22 Park, and the largest piece is, of course, Putterham  
 23 Meadows golf course, our most recently sky-lined park  
 24 built on the old landfill, the town-owned landfill.

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1 There's also some --  
 2 MR. HUSSEY: Mr. Geller?  
 3 MR. JOSEPH GELLER: Yes?  
 4 MR. HUSSEY: Did you find out where that  
 5 Haynes playground is? Hynes, sorry.  
 6 MR. JOSEPH GELLER: In West Roxbury?  
 7 MR. HUSSEY: Yes.  
 8 MR. JOSEPH GELLER: Yeah. Straight --  
 9 right here.

10 There are a number of public buildings around  
 11 the site. Baker School abuts the property. As I said,  
 12 there's actually access to the Hoar Sanctuary but  
 13 there's also access through the tennis courts from the  
 14 development -- the Hancock Village development to the  
 15 Baker School as well as some trails that run to the  
 16 back of the site. Putterham Library is also close to  
 17 the site as well.

18 There is shopping and retail very close to the  
 19 development. As Marc said, it was part of the original  
 20 development that has been rehabbed and reconditioned by  
 21 Chestnut Hill Realty for the Hancock Village at  
 22 Chestnut Hill Shopping Center, and that's all within  
 23 walking distance of all of the units within the current  
 24 development and the proposed development. There's also

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1 shops at Putterham, again, within walking distance to  
 2 the site.

3 Natural features on the site: The site has  
 4 rolling topography, some ledge, and we're putting stone  
 5 outcroppings. There is a resource area off the site in  
 6 the Hoar Sanctuary and this indicates that resource  
 7 area. The lines you're seeing here, that's the  
 8 100-foot, state-regulated wetland buffer zone and the  
 9 Town has its own wetlands buffer zone that extends  
 10 that to 150 feet. As you can see, there's 150 feet,  
 11 goes right across there, so the only part of Hancock  
 12 Village that's impacted by that is the one section  
 13 here. The proposed development is outside of the  
 14 resource area, completely outside of those resource  
 15 areas.

16 There is a number of transportation options  
 17 available at the site. Bob Michaud will talk a lot  
 18 more about this when we get into the transportation  
 19 section but just as an overview, there's Zipcar at the  
 20 existing shopping center -- or adjacent to the existing  
 21 shopping center.

22 There is the MBTA Number 51 bus route that  
 23 goes between Forest Hills Station directly abutting --  
 24 bisecting the site, a number of stops along the way,

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<p>1 and it goes to the Reservoir Green Line station on the                  2 D Line. So you can either take it to Forest Hills, or                  3 you can take it to the Green Line stop.                  4 In addition to that, Chestnut Hill Realty runs                  5 a shuttle service during the weekdays between 6:00 a.m.                  6 and 9:00 a.m. every 20 minutes and between 4:30 and                  7 7:30 p.m. every 20 minutes and that runs to the                  8 Reservoir Green Line Station from the Hancock Village                  9 development and it's running between three and eight                  10 passengers per trip currently.                  11 So the site itself, it's 49.72 acres in                  12 Brookline. We usually refer to it as 50 acres. It's                  13 pretty close to that. It is 28.89 acres on the west                  14 side of the site -- and again, this is the west part                  15 over here -- and there's 20.83 acres on the east side                  16 of the site.                  17 There's a total of 530 townhomes existing on                  18 the site in Brookline. On the west side of the site                  19 there's 338 units, and on the east side of the site                  20 there's 192 existing townhomes.                  21 The site is in two zoning districts in the                  22 town. As Marc explained, the M0.5 district is a                  23 multifamily district allowing an FAR of .5. This is                  24 the only site in Brookline that's in the M0.5 district,</p>	<p>1 there's a turn-around, and then it goes back out to                  2 Asheville.                  3 The pedestrian circulation on the site is very                  4 interesting. The site is developed as a series of                  5 courtyards, so each one of these areas has a courtyard                  6 with pedestrian access from the parking streets                  7 directly across into the courtyards. And then there's                  8 connections through the -- from the courtyards on the                  9 streets to the main road on Independence Drive, the                  10 sidewalks there, and then eventually down to the                  11 Chestnut Hill Shopping Center. There's a connection                  12 here with a little bridge that goes across to the                  13 tennis courts and also into the Hoar Sanctuary and then                  14 eventually up a set of stairs to the school itself.                  15 And then there's a number of connections on the east                  16 side of the site that take you around in various ways                  17 to the back of the shopping center or down the roadway                  18 to the shopping center.                  19 Some photographs of the site show you some of                  20 the courtyard areas. On the top two photos, the bottom                  21 photo, this is the entrance to Sherman Road on the far                  22 side and Thornton Road on the near side and                  23 Independence Drive in the middle.                  24 Some pictures of -- this is one of the</p>
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<p>1 so it's a single district with one property.                  2 The S7 district, along this edge of the site,                  3 is a single-family district and that's got an FAR of                  4 .35.                  5 Circulation through the site: As I stated                  6 the -- Independence Drive is the main thoroughfare that                  7 comes through the site, connects up towards the rest of                  8 the transportation network, and that connects down into                  9 the VFW Parkway. There is a -- two roadways, Thornton                  10 Road which connects on the east side of the site.                  11 There's an emergency access point. It dead-ends at                  12 this point right now. When the roadway was                  13 reconstructed a number of years ago, the Town requested                  14 that there be an emergency access put there and that                  15 road be dead-ended. It had been one way at one time,                  16 it's now two ways.                  17 On Sherman Road and Gerry Road is a loop road,                  18 and both of these roads are really parking roads.                  19 There's parking on both of them on both sides of the                  20 road. And so this just loops around to the back of the                  21 site and out to Independence Drive.                  22 There's also a drive that comes down off of                  23 Asheville Road to some parking areas that service                  24 parking for these units down at this part of the site,</p>	<p>1 existing garages on the site along Independence Drive                  2 and this is the back of that, existing on the parking                  3 on the site and sort of the typical buildings and walls                  4 of the site.                  5 Some winter shots: This is the bus stop                  6 that -- Hancock Village developed this as part of the                  7 entrance and landscape features that Marc talked                  8 about. Over the years, Chestnut Hill Realty has                  9 planted over 1,000 trees on the site, plants on the                  10 site, to beautify the site as well.                  11 Here's some more photographs. This is the                  12 parking area off of Asheville that I talked about and                  13 this was developed with -- sort of going between a lot                  14 of the mature trees on the site but then a lot of this                  15 planting that you see here was planted as part of that                  16 project and all this planting here and the same kind of                  17 approach to planting, using a lot of native materials,                  18 larger plant material, stuff that will mask and create                  19 a screening is what's proposed in the landscape plans                  20 that we'll talk about in a few minutes.                  21 Again, the drive coming down from Asheville                  22 and then some of the rear -- development of some of the                  23 rear of the property.                  24 The property has been -- as I said, there's</p>

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<p>1 two zoning districts. The area within the S7 zone                  2 district that abuts Russet Road and Beverly Road, that                  3 neighborhood has been tasked by the Town as 28 single-                  4 family lots, so it's at a value of about \$8.9 million.                  5 So the Town has looked at that as assessed, developable                  6 area. There's also been discussion of some previous                  7 restrictions on that piece of the property. We                  8 reviewed that. We don't believe the restrictions are                  9 there. Town counsel, at one point, also felt the same                  10 way in a memo that she had -- that is on the right side                  11 of the screen here.                  12 The subdivision, the original subdivision                  13 of the property in 1948, this shows the original                  14 subdivision of the property and you can see that later,                  15 in the 1980s, the '80s, part of that property that was                  16 discussed as being potentially restricted was actually                  17 subdivided and approved by the Town for subdivision of                  18 single-family homes. So there has been development                  19 that has happened on that site since the original                  20 development of the original Hancock Village.                  21 So that sort of gives you the context of the                  22 overall development and how it sits in the neighborhood                  23 and the area. I'd like to now just turn to the                  24 proposed project.</p>	<p>1 345 parking spaces in the buildings that we've                  2 described along the way, the apartment building here,                  3 and the infill buildings there and there. The site                  4 plan, as we've developed it, laid out the buildings so                  5 they were at least 20 feet away from the existing                  6 abutting neighborhood, so the setbacks on the                  7 abutting -- any abutting property is 20 feet.                  8 To the rear of the site, which is this one                  9 point here, the rear of the site, we have 40-foot                  10 setbacks.                  11 Access to the site is through these two                  12 driveways off of Independence Drive as well as the                  13 drive off of Asheville. And the approach was to                  14 provide the infill buildings with parking associated                  15 with the units, create green space around the                  16 buildings, and then connect the green space into the                  17 existing Hancock Village green space development. And                  18 so we'll get into a little bit more detail as we get                  19 closer.                  20 So on the west side, we have 36 units in 5                  21 two-and-a-half-story buildings. There's eight garage                  22 spaces in two garage buildings and the idea with the                  23 garage buildings is to -- is to allow some -- some of                  24 the units to have garage spacing but also have the</p>
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<p>1 MR. HUSSEY: Mr. Geller, I've got one                  2 question. I may have misunderstood you, but I think                  3 you said that the existing number of units in the                  4 building are 530.                  5 MR. JOSEPH GELLER: In Brookline.                  6 MR. HUSSEY: In Brookline. That's what I                  7 wanted to clarify. What's the total number of units?                  8 MR. JOSEPH GELLER: 789.                  9 MR. HUSSEY: Thank you.                  10 MR. JOSEPH GELLER: So the proposed                  11 development consists of two parcels collectively                  12 comprising 9.32 acres. And this is a leased parcel                  13 that created the opportunity for the development of the                  14 40B area. And so there's two parcels, one on the west                  15 side and one on the east side. On the west side the                  16 parcel consists of 2.7 acres, and on the west side it's                  17 approximately 6.6 acres. And this plan shows --                  18 MR. SCHWARTZ: (Inaudible) 6.6.                  19 MR. JOSEPH GELLER: Did I say that?                  20 Sorry. For a landscape architect, I should know east                  21 and west but I usually have a problem. I apologize.                  22 So lot 1 is on the west side, is this part of                  23 the site, and lot 2 is this part of the site. So as                  24 Marc said there's a total of 192 rental apartments and</p>	<p>1 structures as a buffer in that -- those areas of the                  2 site. And the access comes down -- the parking area is                  3 here, the garages, parking area here and parking areas                  4 here, the green space in front of the buildings and                  5 then on the other side associated with the existing                  6 development.                  7 We looked very carefully at the existing                  8 landscape and how to develop this in a way that would                  9 be responsive to that but also provide opportunities                  10 for new landscaping. The plans do show the existing                  11 trees to be retained on the site. And then we also                  12 added a significant amount of landscaping as buffers to                  13 the parking areas, landscaping along the street                  14 itself. It's similar to what's been done over the                  15 years on the existing streets. And then a series of                  16 landscape treatments along the edges between the                  17 existing buildings and the proposed development as                  18 well. And again, the landscape is proposed with                  19 significant plant material, all native plant material,                  20 and material that will meld well with the exiting                  21 landscape on the site.                  22 We also, in looking at the site planning,                  23 thought a lot about the pedestrian access to the site                  24 and how that works. There's a walkway -- walkways that</p>

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1 connect every one of the entrances to the building to  
 2 Independence Drive, so from all the entrances you can  
 3 get back out to Independence Drive. There's crosswalks  
 4 at numerous places on the site that bring you into  
 5 walkways that will connect into the existing walkway  
 6 system that takes you into Hancock Village and then we  
 7 also have a walkway that goes back right into the Baker  
 8 School to provide access to the Baker School property.  
 9 So a lot of thought was given to how this pedestrian  
 10 connection would all tie into the existing  
 11 development. On these plans you can see the existing  
 12 trees to maintain are these colors here.

13 Again, our planting plans where we show a  
 14 significant amount of landscape at each one of the  
 15 backs of the buildings, the edges behind the parking  
 16 areas, as well as adding significant landscape as the  
 17 treatment to the fronts and the backs of the existing  
 18 buildings.

19 This is a really hard drawing to read, and I'm  
 20 just going to explain to you what it is. It's in your  
 21 packets. It's a lot easier to see. It's a larger  
 22 scale. But it's a photometric plan that shows how the  
 23 lighting works on the site. And there are pole  
 24 lightings along the driveways and on the fronts of the

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1 buildings and what this shows, basically, is all of  
 2 these -- these are all numbers and it shows the level  
 3 of lighting that is projected from the proposed lamps  
 4 and pole lights. And when you get to the point of the  
 5 end of the property, all of these numbers is zero, so  
 6 there is no lighting spillage off of the site, which is  
 7 something that we're making sure will not happen on the  
 8 site and all of the light is subjected towards the  
 9 front of the property or the Chestnut Realty property.

10 This is a rendering that shows how the  
 11 buildings fit into the existing site and into the  
 12 neighborhood. So this is, again, the west side of the  
 13 site, the Baker School is in the back over here, the  
 14 Hoar Sanctuary is down in this area, and this is the  
 15 drive that comes in off of Independence Drive. This is  
 16 the existing Hancock Village buildings and you can see  
 17 how they fit in. This is the proposed development.  
 18 Gary Lowe will get into a lot more detail about the  
 19 architecture and how the architecture is used to  
 20 transition between the Hancock Village building and the  
 21 neighborhood, but you can see the sense of how the  
 22 street lines up and the buildings align with the  
 23 neighborhood but then also with the Hancock Village  
 24 development.

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1 On the east side of the site, there are 40  
 2 units in 5 two-and-a-half-story buildings. Each one of  
 3 these buildings -- the front of this building is out  
 4 towards Independence Drive. There's a driveway that  
 5 comes in. Parking for both this building and this  
 6 building is handled in the back of here with the green  
 7 space and a turn-around that gets you back out to  
 8 Independence Drive. These two buildings are aligned  
 9 along Thornton Road to respect the street line with  
 10 Thornton Road. Then we have a series of garages with  
 11 20 garage spaces, so four spaces per garage and five  
 12 garage buildings, again, aligning along this edge with  
 13 screening behind it. And the parking comes off of  
 14 Asheville down into this parking area that supports  
 15 this building and this building as well as some  
 16 additional parking for the larger apartment buildings.

17 Coming off of Asheville, as we saw in some of  
 18 those renderings, there -- it's flanked by two of the  
 19 infill buildings, so it's creating a gateway into the  
 20 development. And then the larger apartment building,  
 21 which sits over a two-story parking structure, is  
 22 actually cut into the slope at that point, so there's a  
 23 significant grade change between this part of the site  
 24 and these courtyards back here. And it's actually cut

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1 into the slope and then the front of that edge along  
 2 this part of the property will be backfilled and  
 3 relandscaped so that the majority of what we see on  
 4 that side of the building is the four-story apartment  
 5 building. The back of the site where the drop-off is  
 6 is slightly lower than the back at these buildings and  
 7 creates a green space -- another green space for the  
 8 front of the apartment building.

9 The other units are this one here. There's  
 10 one of the infill buildings. We align that building  
 11 with the front of the Hancock Village building and then  
 12 these two buildings sort of fit along that edge there.  
 13 Parking goes down in through the same parking area into  
 14 those parking areas, and then there's a turnaround  
 15 right here and you can get back out to Asheville.

16 Again, the landscape treatment -- as I said,  
 17 the landscape on this part of the site, there's a  
 18 significant amount of buffering along the edges.  
 19 Mature trees along the edges between Hancock Village  
 20 development and the proposed development are retained  
 21 wherever possible. A number of mature trees are  
 22 retained in these areas of the site and then  
 23 landscaping is added, as I stated.

24 Again, the pedestrian access -- very similar

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1 approach to pedestrian access where we connect up to  
 2 Thornton Road and back down into the new driveway area  
 3 out to Asheville, sidewalks on either side of the road,  
 4 a sidewalk connecting down and connecting units in this  
 5 area, also connecting down that way so you have direct  
 6 access to the Hancock Village Shopping Center and then  
 7 pedestrian access this way through the rest of the site  
 8 and in through that part of the development.  
 9 This is the planting plan again. This shows  
 10 more detail of how it's compatible with the screening  
 11 that we're going to be putting along these edges,  
 12 Evergreens, and then a lot of the trees will be planted  
 13 along that buffer and existing trees that we're going  
 14 to maintain.  
 15 Again, the photometrics and, as I said, if you  
 16 look at the plan in your book, there's zero light  
 17 spillage off the property. And again, similarly, we  
 18 have very little light spillage off the edge through  
 19 existing Hancock Village apartment units as well.  
 20 In the rendering, this is Thornton Road, this  
 21 is part of the site, existing developments here,  
 22 existing homes along this edge, the edge of the  
 23 property is here. And this is the proposed buildings I  
 24 talked about flanking Thornton Road, the two buildings

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1 flanking the other end of Asheville. And then this is  
 2 taken from a higher elevation. What you would see is a  
 3 four-story building, and it's important to see the  
 4 relationship between the existing -- the existing  
 5 Hancock Village units and this building. It's sort  
 6 of -- I think it comes up to the third level of the  
 7 those units, so it doesn't really tower over those  
 8 buildings because it's actually the same height. And  
 9 those -- the back ends of those units are actually --  
 10 there's no windows on that side of those buildings.  
 11 So I'm going to turn it over now to Gary Lowe  
 12 who's going to talk about the architectural elements of  
 13 the project.  
 14 MR. LOWE: Good evening, everyone. My  
 15 name is Gary Lowe of Lowe Associates Architects, Inc.  
 16 We are located in Hancock Village, in fact. We are the  
 17 architects for the Residences of South Brookline, and  
 18 we were also the architects for the 1990 renovation or  
 19 redesign of Hancock Village Shopping Center. At the  
 20 time -- our offices are, in fact, located in the area  
 21 above, in the clock tower of that project and above  
 22 CVS. We've been there since 1990, so we do have a fair  
 23 understanding of the surrounding neighborhood in the  
 24 context of the site.

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1 When we first -- I'll back up just a little  
 2 bit. In the 19 -- in the late '80s when Chestnut Hill  
 3 first bought the project, Ed Zuker took me around and  
 4 we did an extensive tour of Beverly, of Russet, and the  
 5 surrounding neighborhood in terms -- to get a sense of  
 6 what the feel of the neighborhood was, what the type of  
 7 houses were, what the dominant materials were at that  
 8 time. And that had a great influence in terms of what  
 9 we ultimately ended up designing for the Hancock  
 10 Village Shopping Center, the character of the buildings  
 11 and trying to relate to the neighborhood. So I just  
 12 wanted to give a little background.  
 13 What I would like to do tonight is give you an  
 14 idea of the process that we went through and goals that  
 15 we had to derive the result of infill housing. To  
 16 create an infill complex, it needs to be compatible  
 17 with whatever the context of the surrounding area is,  
 18 and to do that the height of the buildings need to be  
 19 compatible. How do you scale a small building on the  
 20 right side to a larger building on the left side, and  
 21 what is the building in between? How do you design  
 22 that building.  
 23 One of the things that we wanted to do  
 24 initially was to utilize compatible materials and forms

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1 and to do that we took a look at both Hancock  
 2 Village -- the existing Hancock Village project to try  
 3 to get a quick -- quick bullet points of the dominant  
 4 features of those.  
 5 They were all built right after the Second  
 6 World War from '47 to '49. As I think Joe or Marc  
 7 mentioned, they were utilized by homecoming veterans  
 8 back from the war. They were all small footprints.  
 9 They have a footprint of about 20 by 24 for each  
 10 townhouse, each two stories means that they're all  
 11 about 1000 square feet or a little less. They're all  
 12 two bedrooms -- the majority are two bedrooms. The  
 13 common denominator here is they are all brick. All  
 14 sides -- all four sides of every building is brick.  
 15 They are assembled in groups of two, four, up to twelve  
 16 in a string, and then three courtyards that you saw on  
 17 the previous slides that Joe showed you.  
 18 The characteristics -- the other  
 19 characteristics, that they all have six and twelve roof  
 20 pitches and some are flat. A few are flat. Some units  
 21 have porches, others don't. A number of the units are  
 22 painted white just to, I think -- I'm not sure the  
 23 reason why that was originally done, but I think to  
 24 break up the scale and give it a little separate



<p style="text-align: right;">Page 58</p> <p>1 character. So those are the characteristics of -- and                  2 they're pretty simple ones -- of Hancock Village.                  3 The surrounding neighborhood is what we looked                  4 at more carefully because that's a little more                  5 complex. The Beverly and Russett Road homes were built                  6 in the '30s and '40s prior to the Second World War.                  7 I'm not sure. There might have been some that were                  8 built in the project -- or lots that were developed                  9 after the war. But they are all two- and three-story                  10 homes. I think there are a couple of ranches somewhere                  11 in the vicinity, relatively small lots, 50-foot wide on                  12 Russet, 5,000 square feet, generally. The houses on                  13 Beverly are on slightly larger lots, but not                  14 discernibly larger, maybe in the 6,000 square feet, and                  15 there are variations to that.                  16 The dominant materials, brick, clapboard,                  17 shingles, and some buildings will have -- the one thing                  18 I should mention is that the majority of buildings have                  19 brick somewhere on them. There are very few houses                  20 that are not -- that are wood frame only, wood                  21 exteriors only. The dominant elements are dormers.                  22 The styles range from -- or predominantly -- colonial,                  23 capes, Tudor, and a few variations in between.                  24 A few additional houses, you see Tudor -- a</p>	<p style="text-align: right;">Page 60</p> <p>1 We used dormers, we used gables, we used roof                  2 pitches of six, eight, and twelve to create a variety                  3 like the neighborhood has. We used design elements                  4 that we found in the neighborhood: gables, dormers,                  5 porches, as I mentioned. And we think that the fit --                  6 if you see that we have brick and clapboard but if the                  7 gable on this unit we're showing, something that is not                  8 different than you saw in some of the slides on Russett                  9 and Beverly. So those represented the infill                  10 buildings.                  11 For the apartment building architecture, this                  12 is the approach. And we'll show a slide from a similar                  13 location. You can see, on the right-hand side, a wood-                  14 framed building -- or wood clapboard, wood shingles on                  15 the exterior shutters. The building on the right -- on                  16 the left is brick-faced but with -- the ends of the                  17 building are wood siding, so we have a variety. This                  18 is the entryway into -- this is the same view. The                  19 building we saw on the left was this building right                  20 here in the foreground -- on the right. I'm sorry.                  21 You see the profile in the foreground.                  22 The area that was behind that you saw all the                  23 trees and wooded area and the topography took a turn                  24 flat up here and rounded over. That is -- I wanted to</p>
<p style="text-align: right;">Page 59</p> <p>1 Tudor expression on this house. There's a big house at                  2 the back. I think that has been on a tear-down. It's                  3 a replacement house. It has a full third story, or                  4 pretty much of a full third story. There's third story                  5 use on this house, I think. There are -- the                  6 characteristics are dormers, gables, and roof pitches                  7 of different sizes. The brick, the clapboard, the                  8 shingles, these are the elements that we found as a                  9 common denominator and some commonality with Hancock                  10 Village which has a limited pallet but similar                  11 materials.                  12 So the residences -- the infill housing that                  13 we ultimately developed, we tried to do two things --                  14 three things. One, we were looking to create a scale                  15 that was compatible between the two-story townhouses at                  16 Hancock Village and the two- and three-story homes of                  17 Beverly and Russett. To do that, in terms of scale we                  18 have the two-and-a-half -- what we call the                  19 two-and-a-half-story building and you can see in the                  20 background the two and a half steps down to a two which                  21 then slopes down to a one on the back side. That is                  22 the side that fronts the neighborhood, wherever we can                  23 do that, to bring the scale down to a -- closer to a                  24 neighborhood scale.</p>	<p style="text-align: right;">Page 61</p> <p>1 show that other slide so that you could get a sense of                  2 the setting for this building.                  3 The four-story building fits into the                  4 landscape. It's two stories of parking under. The two                  5 stories of parking are carved out of the side of the                  6 slope here, as Joe mentioned. I think Joe did a good                  7 explanation of how the building fits into the                  8 landscape. One of our intentions was that the narrow                  9 end of the four-story building is purposely facing the                  10 back side of the residence on Russett. It's the                  11 narrowest end of the building and presents the                  12 narrowest exposure for its elevation to Russett Road.                  13 The design elements we've used are similar to                  14 what we used on the infill buildings: brick,                  15 clapboards, wood siding, pitched roofs, staggered bays,                  16 and broken -- breaking up the facade in terms of                  17 projected bays that you see here, here, and here.                  18 To help bring down the scale, we have a -- we                  19 start with a four-story back here and it drops down on                  20 the corners. Each corner of the building is a three-                  21 story. There's a berm at this edge of the building                  22 where the parking garage has been sunk into the ground                  23 by two stories at that point and we berm up against it                  24 so the driveways -- Asheville, which comes in here, is</p>

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1 the access for the two levels of parking because the  
 2 driveway slopes down. And we get -- we come into the  
 3 upper one at the high point, and at the low point we  
 4 come into the lower garage.  
 5 The landscaping will be similar to what's  
 6 shown here, extensive around the base of that building  
 7 on the south side bringing the scale down. Over time  
 8 we hope that those will become more like what we had  
 9 seen in the foreground.  
 10 The background, as you saw in the  
 11 previously -- I think Joe showed this slide as well,  
 12 the four-story building. It angles, has three angles  
 13 to it. It's depressed into the topography, the  
 14 existing topography, so that on the back side we have  
 15 the four stories showing here. The units around this  
 16 area are about a story or two higher gradewise, the  
 17 entryway, so that building will only be about one  
 18 story, a story and a half higher than the existing  
 19 townhomes behind it.  
 20 The character of the buildings, it's shown  
 21 here. The existing houses, they're so complex that  
 22 they weren't modeled in terms of the detail but they're  
 23 representative in terms of the footprint and the  
 24 scale.

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1 The architecture of the infill we feel has  
 2 been adapted, taking into account the existing  
 3 townhouses and the surrounding neighborhood, the  
 4 materials, the forms, the design elements has been  
 5 incorporated into these buildings. You can see how the  
 6 two-and-a-half-story steps down to two stories which  
 7 drops down to one.  
 8 We have -- we're listing a number of our  
 9 objectives from the -- one of the previous slides about  
 10 sustainability and energy conservation. As the project  
 11 goes forward, we will pursue all of those items in  
 12 terms of developing a project that is environmentally  
 13 sustainable and uses the most recent and current  
 14 advances in appliances and lighting and HVAC.  
 15 We think that -- looking at this project, we  
 16 think that we have done an excellent job in terms of  
 17 incorporating infill housing into the intersection  
 18 between Hancock Village two-story townhouses, all  
 19 brick, and the surrounding neighborhoods on Beverly,  
 20 Russett and we fit in very nicely in terms of  
 21 compatibility and the materials -- the form, the  
 22 height, and scale meshes very nicely.  
 23 I will now turn it over -- I'm sorry. Go  
 24 ahead.

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1 MR. HUSSEY: For both you and Mr. Geller,  
 2 actually, we have two bound 11 by 17 packages here.  
 3 Could you, for the Board as much as anybody, describe  
 4 the differences between these two bound pieces of  
 5 material? There's a lot of duplication, a lot of them  
 6 is similar. What's the difference between the two?  
 7 MR. JOSEPH GELLER: Can I take a look?  
 8 MR. HUSSEY: This one is color, and this  
 9 one is black and white.  
 10 MR. WARD: The yellow ones were produced  
 11 for the Town from an email that they gave us.  
 12 The yellow one was produced by the Town from  
 13 the email that you guys gave us. It was a huge PDF  
 14 file.  
 15 MR. SCHWARTZ: Chris, I don't think we  
 16 produced that.  
 17 (Multiple parties speaking.)  
 18 MR. WARD: Again, what's in there was  
 19 provided from Chestnut Hill Realty in a thumb drive.  
 20 They were produced and printed by the Town of  
 21 Brookline.  
 22 MR. JESSIE GELLER: So for purposes -- for  
 23 clarification, for purposes of your presentation we are  
 24 focused on the color presentation.

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1 MR. SCHWARTZ: Right.  
 2 MR. HUSSEY: Thank you.  
 3 MR. LOWE: Thank you. I'll turn it  
 4 over to Frank who's going to give you a review of the  
 5 site engineering.  
 6 MR. JESSIE GELLER: Thank you. Just one  
 7 moment, actually. Are there any questions at this  
 8 moment just limited to the scope of architecture?  
 9 (No response.)  
 10 MR. JESSIE GELLER: We'll have an  
 11 opportunity -- we may, obviously, through the course --  
 12 whether or not tonight or another night, we may have  
 13 questions and I'm sure there will be plenty of  
 14 opportunities.  
 15 MR. WARD: MR. Chairman, can I just make a  
 16 more thorough explanation? The yellow book is the  
 17 result of a thumb drive that they provided us that  
 18 encompasses huge plans that you never received that  
 19 came in a PDF format and they were reduced down to that  
 20 size. Now whether they're different or not, I can't  
 21 say that, but they are in addition -- they were in  
 22 addition to that color submittal.  
 23 MR. JESSIE GELLER: I'm going to say it  
 24 again. This package, this is your entire presentation

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<p>1 in terms of visual materials; correct?                  2 MR. JOSEPH GELLER: Yes.                  3 MR. JESSIE GELLER: Okay. So there's                  4 nothing that we have to --                  5 MR. JOSEPH GELLER: The thumb drive had                  6 the same plans on them that were also submitted as full                  7 size. Those plans were submitted as full size and the                  8 Town had a number of copies of full size.                  9 MR. WARD: That's exactly what those are,                  10 so I don't know if they're the same --                  11 MR. JOSEPH GELLER: Same plans.                  12 MR. WARD: They are the same plans?                  13 Okay.                  14 MR. JESSIE GELLER: We have one question.                  15 MR. LISS: One quick question. You don't                  16 have to stand. That's fine.                  17 I just -- to follow up on the intent to                  18 minimize the carbon footprint and the environmental                  19 impact, is this LEED certified or is there some sort of                  20 designation or any type of thing that you're seeking to                  21 actually do that or what is it?                  22 MR. LOWE: Not at this point in time.                  23 There might be in the future. As the plans develop                  24 further, we'll define that but at this point in time</p>	<p>1 rest of the standards that are designed to protect the                  2 resource areas that the stormwater will eventually                  3 discharge to. And the utilities on site are all going                  4 to connect to existing infrastructure either on-site or                  5 in the neighboring roadways in Brookline.                  6 So with regard to stormwater, this graphic is                  7 intended to show conceptually how stormwater is going                  8 to be managed throughout the site. On the right-hand                  9 side of this figure, you'll see these arrows that are                  10 indicating rainwater that are going down and hitting                  11 the parking surface and going through it and into a                  12 layer of stone below. This is porous pavement, and                  13 this is being proposed throughout the majority of the                  14 site to collect, to detain, infiltrate, and with an                  15 overflow for the stormwater to the municipal system.                  16 On the left-hand side of the site, that shows                  17 a more traditional parking area with pavement where the                  18 water will land on the ground and will run off towards                  19 a catch basin and the catch basin will direct that                  20 water to a structure that will clean the water, allow                  21 sediment to settle out, and to trap any oils that might                  22 be in the stormwater with an overflow into a series of                  23 chambers that will be built subsurface to detain,                  24 infiltrate stormwater and also that will have an</p>
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<p>1 we -- we will certainly do ENERGY STAR -- satisfy                  2 ENERGY STAR ratings and we'll have very high insulation                  3 values. I don't know what LEED will be in the future                  4 when we're there, what the requirements are, but we try                  5 to do the maximum that we can in terms of energy                  6 efficiency, conservation, and utilizing sustainable                  7 materials. It will be wood-framed because wood is one                  8 of the more sustainable and least -- has the smallest                  9 carbon footprint.                  10 MR. JESSIE GELLER: Any other questions?                  11 (No response.)                  12 MR. JESSIE GELLER: Okay.                  13 MR. HOLMES: Good evening. I'm Frank                  14 Holmes from Stantec. I'm a civil engineer and I'm                  15 going to talk about site engineering with a focus on                  16 stormwater and the water and sewer connections to the                  17 existing infrastructure.                  18 So as was mentioned by Joe, no portion of the                  19 site is going to be developed in the resource area or                  20 within the buffer zone in the resource area. However,                  21 the site has been designed to meet all of the State's                  22 stormwater management standards as they relate to                  23 volume and rate of runoff and quality of runoff                  24 requirements for recharge of groundwater and all of the</p>	<p>1 overflow to the municipal system.                  2 The package of drawings that was included in                  3 the application includes detailed engineered drawings.                  4 The two at the top of this slide are showing the porous                  5 asphalt. There will be a layer of asphalt at the top                  6 designed to allow water to drain down through it and                  7 into a layer of crushed stone beneath. At low points                  8 in the porous asphalt system, there will be six-inch                  9 perforated PVC pipe that will act as an overflow to                  10 allow water to drain out into the municipal system.                  11 The detail below is an engineered detail for                  12 the chamber system that shows a series of classic                  13 chambers that are surrounded by crushed stone and as                  14 mentioned, those would also have an overflow.                  15 This is a photograph of a project that we                  16 designed that was built about five years ago and this                  17 is showing a roadway that has traditional asphalt that                  18 we're all used to. And on the right-hand side, this is                  19 an entry to a parking lot that was constructed using                  20 porous asphalt. As you can see in the photo, this                  21 was -- it was raining pretty hard that day and there's                  22 stormwater that's flowing to the surface but you'll                  23 note that on the right-hand side where the porous                  24 asphalt is, that pavement is almost dry because the</p>

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<p>1 water lands on it, drains down through it and into the                  2 crushed stone below.                  3 We've designed and have used this material and                  4 this system on several projects. This one's in                  5 Dedham. We did several projects in Dedham and also one                  6 in Wellesley nearby and they've been performing very                  7 well for the past five years.                  8 Other details that are included in the package                  9 show dry wells that we're using to infiltrate roof                  10 water in some locations, and also the structures that                  11 we're using, water-quality structures that will                  12 separate sand and sediment and oils before that water                  13 is discharged to the subsurface chambers to infiltrate                  14 and detain the stormwater.                  15 And so as I mentioned, the site stormwater                  16 management system is designed to meet the State's                  17 stormwater management standards, and I would like to                  18 just review each of those.                  19 Standard Number 1 requires there's no                  20 untreated discharges of stormwater off of the site, and                  21 we are treating all of the stormwater in the proposed                  22 project and so that standard is met.                  23 Standard 2 requires that the project does not                  24 exceed the existing condition's rate of runoff, so we</p>	<p>1 standard, I'd like to note that we're providing                  2 200 percent of the volume that is required for water                  3 quality.                  4 Standard 5 doesn't apply to this project where                  5 this project is not a land use with a higher potential                  6 pollution load. If we were to meet that standard, we'd                  7 need to provide additional water quality volume. So                  8 even though we don't meet that standard or we're not                  9 held to that standard, because we're providing two                  10 times the water quality volume, we would, in effect,                  11 meet it even if we were held to it.                  12 Standard 6 is not applicable because the site                  13 is not located in a critical area for environmental                  14 considerations.                  15 Standard 7 also doesn't apply to this                  16 project. If this project were a redevelopment, then we                  17 would have some leeway with some of the standards but                  18 this project is not a redevelopment and we're held to                  19 all of the standards, and as I've noted, we do meet all                  20 of the stormwater management standards.                  21 Standard 8 requires that we have a                  22 construction period pollution-prevention and erosion-                  23 of-sediment control plan, and the materials submitted                  24 include that plan and include drawings that address how</p>
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<p>1 need to make sure the peak rate of runoff is at or                  2 below existing conditions. The materials submitted                  3 with the application include a stormwater report that                  4 has detailed descriptions and calculations to show how                  5 we're doing that to each of the four design points that                  6 were analyzed and we are reducing the rate of runoff to                  7 between 10 percent and 40 percent of the existing                  8 conditions.                  9 Standard 3 requires that we provide for                  10 groundwater recharge so that we detain and infiltrate                  11 water back into the ground at a rate that approximates                  12 the existing conditions, and so that standard is met.                  13 And I'd also like to note that as detailed in the                  14 stormwater report, we're providing 30 percent more                  15 recharge volume than is required by the standards.                  16 Standard 4 requires that we prevent pollution                  17 from getting into the stormwater to start with, but                  18 then also that we treat stormwater before it's                  19 discharged to the municipal or to nearby waterways.                  20 And so that standard is met with the long-term                  21 pollution prevention plans that's included in the                  22 stormwater report. And also the volume that is in the                  23 crushed stone is below the porous asphalt and in our                  24 chamber systems. And in meeting that goal or that</p>	<p>1 erosion will be controlled during construction.                  2 Standard 9 requires that we have an operation                  3 maintenance plan for the stormwater management system                  4 which is included in the report and it also has                  5 requirements for the maintenance of the porous                  6 asphalt. And as noted in the report and in that plan,                  7 vacuum sweeping of the porous asphalt will be conducted                  8 four times a year to maintain that system and to keep                  9 it clean.                  10 And the last standard requires that we perform                  11 dye testing and that we certify that at the end of the                  12 construction that there are no illicit discharges of                  13 sanitary sewage to the drainage system. And so there's                  14 a certification in there -- in the report that states                  15 that we commit to perform that testing.                  16 The next slide shows more graphically the                  17 stormwater management system on site. This is the west                  18 side of the site on the west side of Independence                  19 Drive, and the areas that are shaded gray show the                  20 extent of the porous asphalt on site. So you can see                  21 all of the asphalt on that side of Independence Drive                  22 is porous.                  23 The orange lines show proposed drain lines,                  24 and I'd like to point out that all of the roof drains</p>

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<p>1 on-site are going to be collected and those will be                  2 discharged into the crushed stone that's below the                  3 porous asphalt.                  4 These symbols are showing the connection of                  5 the proposed drainage system to existing drainage                  6 infrastructure that's on-site in these three                  7 locations.                  8 On the east side of the site you'll note that                  9 we're also using a significant amount of porous asphalt                  10 in this area, in the center of the east side of the                  11 site. And on the east side of the site where we're not                  12 using porous asphalt is around the larger residential                  13 buildings. And in those areas stormwater will be                  14 collected and discharged into the underground series of                  15 chambers that I previously described. And connections                  16 to the municipal drainage system as overflow are                  17 located at Independence Drive, Asheville Road, and on                  18 the eastern portion of the site. So with regard to                  19 water and sewer, again, as I mentioned, our connections                  20 are to the municipal system and this graphic shows the                  21 proposed water lines in blue and the proposed sewer                  22 lines in green.                  23 And so on the west side of the site there will                  24 be a new water main that will be constructed from</p>	<p>1 sewer and water lines in the public ways, their size,                  2 they can handle the additional capacity?                  3 MR. HOLMES: Yes, we believe so. We did                  4 look at the volume of sewage that we'd be generating,                  5 and for all of the connections it's a very small                  6 percentage of the capacity of those pipes. For most of                  7 the connections, it's less than 1 percent of the                  8 capacity of the pipes and in your worst case it's only                  9 a couple of percentages of the capacity, so it appears                  10 that the sewage infrastructure has the capacity.                  11 Okay. With that, I'll turn it over to Bob.                  12 MR. MICHAUD: Mr. chairman, members of the                  13 board, for the record, my name is Robert Michaud, a                  14 managing principle with MDM Transportation Consultants                  15 based in Marlborough, Massachusetts.                  16 Our firm was tasked with preparing an                  17 industry-standard traffic impact and access study for                  18 this particular project and we've, in fact, been                  19 involved with the Hancock Village development for the                  20 past five years and have had the benefit of reviewing                  21 files and applications and materials that are available                  22 at the town level for recently-implemented                  23 transportation initiatives as well as historical                  24 traffic volume information. And we've added to that,</p>
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<p>1 Independence Drive all the way across the site with                  2 services to each of the buildings and our plans also                  3 show proposed hydrants, one in about the center and one                  4 at the end of the western portion the site.                  5 A sewer line will be constructed from                  6 Independence Drive into the site parallel to the water                  7 line, and each building will have a sewer service to                  8 that new line.                  9 The eastern portion of the site will have                  10 several connections to existing infrastructure. Water                  11 connections will be in Independence Drive, in Thornton                  12 Road, two connections, at Asheville Road, and the                  13 service will be connected from that connection in                  14 Asheville Road to the eastern extent of the site to                  15 provide service to buildings.                  16 Sewer connections will also be to Independence                  17 Drive and to Thornton Road, two connections to                  18 Asheville Road, and a new connection at the eastern                  19 extent of the site.                  20 So that's a general description of the utility                  21 and stormwater infrastructure, so I'd be glad to answer                  22 any questions or, if not, I'll turn it over to Bob                  23 Michaud for his presentation on traffic.                  24 MR. BOOK: Just one question. The Town</p>	<p>1 as part of this study, to understand baseline                  2 conditions not only from a traffic perspective but from                  3 a pedestrian and a safety perspective and to evaluate                  4 future conditions with reasons -- growth assumptions                  5 independent of the project as well as any potential                  6 traffic increases that would be associated with this                  7 particular 40B project.                  8 The key findings of that evaluation are really                  9 annotated in this slide. First and foremost, that our                  10 findings indicate both in the baseline condition and in                  11 the condition in the future, five years hence, that                  12 there is adequate capacity that in the roadway network                  13 serving Hancock Village in the immediate neighborhood,                  14 that the project itself has relativity modest traffic                  15 impacts that in most cases represent about a 1 to                  16 3 percent change in area traffic volumes over the                  17 course of a typical peak hour, that there will be no                  18 capacity degradation function of this particular                  19 project. The operating levels that are experienced                  20 either today or five years hence, independent of any                  21 development within Hancock Village, will be retained at                  22 those same levels, even with the 40B development in                  23 place.                  24 From an access and circulation perspective,</p>

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<p>1 we've done a thorough review of incident crash records                  2 for area roadways, we've looked at the proposed                  3 locations for site access, and we've looked at the                  4 pedestrian infrastructure along both the public roadway                  5 system and within the development and we're please to                  6 report that adequate site lines will be provided at any                  7 new driveway location that, in fact, exceeds standards                  8 by a factor of two, that the locations in the area are,                  9 in fact, low volume -- rather low crash incident                  10 locations, and that the area is currently well served                  11 with pedestrian amenities and will continue to be under                  12 the proposed plan.</p> <p>13 Finally, from a life safety perspective, we've                  14 conducted a thorough review of the on-site circulation                  15 elements which indicate that the Town's largest fire                  16 apparatus can have unfettered access to all of the                  17 residential units within the property and, in fact,                  18 improves life safety accessibility to many of the                  19 existing residences within Hancock Village. And we'll                  20 continue to provide an integrated system of pedestrian                  21 amenities to the site.</p> <p>22 The area that we studied is really framed by,                  23 to the north, Putterham Circle, to the south, the                  24 signal at VFW Parkway. Those are really the gateways,</p>	<p>1 locations that we've studied, including the signalized                  2 locations for both Beverly and South, have well below                  3 average crash statistics associated with them.</p> <p>4 Interestingly, the Town has also initiated its                  5 own review for some of these locations, in particular                  6 the Beverly intersection which was signalized -- was                  7 resignalized and updated in 2007, studied again by the                  8 Town in 2011 to identify whether or not it would be                  9 appropriate to make certain changes. So these findings                  10 corroborate and are consistent with the Town's own                  11 findings from a crash and incident perspective.</p> <p>12 Baseline traffic conditions on a daily basis                  13 indicate that Independence Drive carries between eleven                  14 and fifteen thousand vehicles per day on a weekday,                  15 that the VFW Parkway carries between sixty and twenty-                  16 six thousand vehicles a day, that the West Roxbury                  17 Parkway through the Putterham Circle carries somewhere                  18 in the vicinity of sixteen to seventeen thousand                  19 vehicles a day, all relativity higher volume roadways.</p> <p>20 The local street systems as you precede, for                  21 instance, along Beverly is less than 2,000 vehicles per                  22 day, on South Street it's about 1,000 per day, along                  23 Russett it varies from 500 to 555 per day, and it's                  24 slightly higher on South Street at about 1,600 to 2,000</p>
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<p>1 if you will, to the project along Independence Drive.                  2 These locations have been studied in our reports over                  3 the past five years in the planning efforts of the                  4 property, but the focus of this report really is the                  5 signal applications at both Beverly and South Streets,                  6 the driveway that serves the development along the                  7 balance of Independence Drive, and the local street                  8 intersections along Asheville Road at Russet and                  9 South Street.</p> <p>10 As Joe had mentioned earlier, the site is                  11 approximate to retail opportunities, service                  12 opportunities that allow for easy access by foot,                  13 whether it's dry cleaning, restaurant, convenience                  14 items, pharmacy items, hospital items, they're all                  15 available within walking distance from the facilities.                  16 The facility is also currently well served by public                  17 transportation, MBTA service, and Zipcar service.</p> <p>18 From a safety perspective, we've looked at                  19 available crash records for all of these study                  20 locations which show, like many -- in fact, all                  21 locations within the Commonwealth -- that there are                  22 locations where incidents happen. There's no location                  23 that's immune from a crash occurring. But these                  24 statistics for this area indicate that all the</p>	<p>1 vehicles per day.</p> <p>2 On an hourly basis, if one were to look at the                  3 traditional peak hours associated with commuter travel                  4 in the morning and in the evening, these volumes, the                  5 daily volumes during the peak hour would be about                  6 10 percent of the daily volume. So on Independence                  7 Drive, for instance, where it carries upwards of 15,000                  8 vehicles per hour -- rather per day -- its hourly                  9 number varies from about 1,000 to 1,300 vehicles per                  10 hour depending on whether it's an a.m. or p.m. peak                  11 hour. As you look at roadways like Beverly, that's                  12 less than 300 per hour, on Russett between 50 and 65,                  13 on South somewhere between 145 and 450.</p> <p>14 So this gives a general sense in context to                  15 what the baseline conditions are that we evaluated.                  16 These volumes are 2012 volumes and have been                  17 corroborated through volume information that's also                  18 available through the Town's efforts and study in                  19 certain locations.</p> <p>20 Hancock Village was specifically surveyed at                  21 each of its driveways, and we've documented the amount                  22 of traffic that is specifically generated by Hancock                  23 Village and you'll see that over the course of a                  24 one-hour period in the morning, in its busiest</p>

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<p>1 operating period, about 356 vehicles are generated into                  2 and out of the development. In the evening it's                  3 lower. It's 254.                  4 If one were to look at a typical suburban                  5 standard for apartment use and apply that standard to                  6 the existing units at the Hancock Village, those                  7 numbers would be consistent with what was surveyed --                  8 in fact, slightly lower here, but much higher in the                  9 evening. About 44 percent higher in the evening. That                  10 outcome is a direct result of statistics that we've                  11 documented and that are available through the U.S.                  12 Census that indicates for the apartment units and the                  13 Census tracts that are specific to Hancock Village in                  14 the immediate surrounding neighborhood, that between 30                  15 and 32 percent of trips are not made in a car with a                  16 single person in it, that between 13 and 15 percent of                  17 folks who are traveling to work during those hours are                  18 using public transportation in this neighborhood. 13                  19 to 15 percent are using the MBTA or some form of public                  20 transportation during that time. Carpooling counts for                  21 between 9 and 10 percent of trips made from this                  22 neighborhood and other modes of transportation, walking                  23 and bicycling, for instance, are up to 9 percent.                  24 The vehicle ownership characteristic for this</p>	<p>1 to public transit use, Zipcar use, walking, or other                  2 travel modes. So it is our opinion that by virtue of                  3 using those standards, that the analysis that we've                  4 presented, in fact, presents a conservative or high                  5 estimate of what's likely to happen under this                  6 scenario.                  7 This diagram would indicate how those trips,                  8 the 98 to 123 vehicle trips, are distributed among the                  9 various roads both on a local neighborhood basis and                  10 along Independence Drive. And what it indicates over                  11 the course of an hour is that if you focus your                  12 attention to Russett Road, for instance, that between                  13 34 and 43 additional vehicles will be generated over                  14 the course of an hour. That's one vehicle every two                  15 minutes.                  16 If you were to focus on the lower portions of                  17 Independence, that number would be between nine and                  18 eleven vehicles over the course of an entire hour,                  19 about one vehicle every five to six minutes.                  20 If you were to focus toward Putterham Circle                  21 area, about one vehicle per minute or increases between                  22 53 and 69 vehicles over the course of an entire hour;                  23 numbers that fall generally within about a 1 to                  24 3 percent change in volume, relative volume, on</p>
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<p>1 neighborhood is relatively lower on a per-unit basis                  2 for rental units. It ranges from 1.2 to 1.3. And                  3 those characteristics are highly consistent with our                  4 own observations of parking activity for Hancock                  5 Village.                  6 So how does that compare to an industry                  7 standard if we applied either the observed trip rate or                  8 the industry trip rate to the proposed number of                  9 units? This chart would indicate that industry                  10 standards estimate that the 192 units will generate                  11 anywhere from 98 to 123 vehicle trips over the course                  12 of an hour, depending on the time of day.                  13 If we were to observe -- apply the observed                  14 characteristics and apply that statistic to the                  15 projected number of units, we would show a                  16 substantially lower number of trips, particularly                  17 during the evening peak hour, about seven, and it's                  18 about 44 percent below, again, what we observed to                  19 occur at Hancock Village for the reasons I cited                  20 earlier: use of public transportation and non-single-                  21 occupancy-vehicle travel modes.                  22 What we have used in the analysis is the                  23 higher standard, the suburban apartment standard,                  24 unadjusted for any of the characteristics that relate</p>	<p>1 Independence or that represent relatively modest                  2 increases on local street systems of one vehicle every                  3 two minutes.                  4 From a capacity perspective, we assigned a                  5 letter grade designation to each of the study locations                  6 and we're using industry standard modeling procedures.                  7 Our objective and our hope is that we can achieve a                  8 level of service D or better operation for an urban                  9 condition. What we've discovered and what the modeling                  10 shows is that we, in fact, are able to achieve either a                  11 level of service B or C standard for the signals at                  12 Beverly and South; along Russett and South, level of                  13 service A or B; along the southerly portions of                  14 Independence, a level of service B; and at the driveway                  15 serving Hancock Village today, either a level of                  16 service C or in the afternoon a B for those residents                  17 that may be attempting to make turns from Gerry Road in                  18 that instance to Independence Drive; all well within                  19 established, acceptable standards in the industry.                  20 If we look at the proposed conditions, you                  21 have 192 additional units and the increases I just                  22 described. None of those letter designations change.                  23 They all remain the same. In addition, we have the two                  24 new driveways along Independence, which are shown in</p>

<p style="text-align: right;">Page 86</p> <p>1 blue circles, which can achieve a level of service C or                  2 better operating standard; again, well below the level                  3 of service D standard that we wanted to achieve.                  4 From a site access perspective, Joe Geller had                  5 mentioned some of the standards and objectives of                  6 providing access to the various westerly and easterly                  7 units. Along Independence Drive there are two proposed                  8 driveways, both of which will exceed requirements for                  9 site lines that will integrate pedestrian crossings                  10 with ADA compliance and that will be designed in a                  11 manner that allows for unfettered emergency access into                  12 and within the development.                  13 Joe's already discussed the existing                  14 pedestrian access, a fully integrated system of                  15 walkways within the existing Hancock Village that will                  16 be supplemented and complimentary of the existing                  17 system allowing all new units within both the easterly                  18 and the westerly sections to gain access directly from                  19 the building to a dedicated walk system that leads to                  20 the public sidewalk system, all ADA compliant, with the                  21 added benefit of integrating those same sidewalks with                  22 the system that currently exists within the                  23 development.                  24 From a life safety perspective, we've</p>	<p style="text-align: right;">Page 88</p> <p>1 driveway allows for accessibility to this unit and to                  2 this unit with, again, the ability to turn around in                  3 this vicinity and a hammerhead design element along                  4 this edge that allows the same capability to the west.                  5 An important feature of this design is that                  6 this improves and enhances life safety accessibility to                  7 a number of existing residents of Hancock Village. So                  8 you'll see on the westerly portion of the site drawing                  9 that any of the units in this area today that have life                  10 safety issues are only accessible from a walk surface                  11 from Gerry Road. You can't drive an ambulance or a                  12 fire truck to the rear of this building today. Under                  13 this plan, you'll have direct and immediate access for                  14 ambulance and fire as required for the ability to                  15 sufficiently turn around and return to the station.                  16 And, again, these are showing more detail in these                  17 slides right here.                  18 I mentioned that there are instances within                  19 Brookline that we're aware of that provide similar                  20 design treatment. This is Hammonswood at Chestnut. It                  21 does not provide specific cul-de-sac design element for                  22 access to the building. For life safety, it does                  23 require vehicles to enter the property, reverse                  24 direction, and exit.</p>
<p style="text-align: right;">Page 87</p> <p>1 conducted a detailed analysis of vehicle circulation                  2 for fire apparatus, the largest tower vehicle fire                  3 apparatus currently operated by the Town, and that                  4 analysis shows that if you were to enter in from the                  5 Asheville Road location, that you would have the                  6 ability to circulate entirely and reverse direction in                  7 this element in front of the proposed apartment                  8 buildings; likewise, the rear of the building to an                  9 existing cul-de-sac, a roundabout element here, and to                  10 this proposed new structure from this connection where                  11 appropriate turnaround capability is provided as part                  12 of a hammerhead design consistent with other treatments                  13 in the city -- in the Town of Brookline as well as                  14 other local communities in which 40B has been                  15 developed.                  16 And these diagrams would show a higher level                  17 of detail to that same diagram that for that design                  18 vehicle, a rather large vehicle, that there is ample                  19 maneuvering area to fully enter and exit the site                  20 unfettered and without undue restriction. The same                  21 behind the apartment building. And there's the                  22 hammerhead.                  23 As we focus on the Independence access points,                  24 this is the driveway at this location. The new</p>	<p style="text-align: right;">Page 89</p> <p>1 The Homestead Hill project at Fisher Hill                  2 Historic District, as it was approved and built, has                  3 the same type of hammerhead design element that's being                  4 proposed for the Hancock Village, and the specific                  5 design plan that shows that design element is right                  6 here.                  7 And finally, I use an example of a hammerhead                  8 design that we were involved with in Needham along                  9 Greendale Ave at the Enslin Road area serving                  10 approximately 20 units and using a very similar design                  11 vehicle that shows the efficiency at which that type of                  12 movement can occur and is accepted within the                  13 industry.                  14 Finally, from a travel demand management                  15 perspective, Hancock Village is not only uniquely                  16 positioned to convenient retail and service areas,                  17 plazas that allow for walking mode, but they offer                  18 currently a series of aspects of travel that benefit                  19 the residents. They don't have to rely on a single-                  20 occupancy vehicle. I mentioned the shuttle service                  21 that they operate. They are evaluating whether or not                  22 it would make sense to offer, for instance, weekend                  23 service or to increase frequency of service or duration                  24 of service.</p>

23 (Pages 86 to 89)



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1 They are proposing ADA-compliant sidewalk  
 2 connections to the public street system and within the  
 3 development that are entirely consistent with industry  
 4 practices and, you know, also offer on-site bicycle  
 5 storage facilities. Not only, you know, rack systems  
 6 within -- throughout the development, but within  
 7 individual buildings in certain cases will have secure  
 8 bicycle storage.

9 And finally, they're evaluating, in  
 10 coordination with Zipcar, the feasibility of expanding  
 11 that service. Today there are two vehicles that are  
 12 relatively well used, and it's our understanding  
 13 through recent coordination and consultation with  
 14 Zipcar that they are in the spring going to reevaluate  
 15 an expansion of that system and we certainly welcome  
 16 that as a function of increased residential activity in  
 17 the area.

18 With that, I'll hand it back to Steve.

19 MR. ZUROFF: I do have a question. I'm  
 20 not an expert, by a long shot, on traffic studies, but  
 21 your weighted average is what you quoted as 98 to 123  
 22 additional trips per hour. It's obviously averaged out  
 23 over the day, but did you take into consideration the  
 24 fact that most of that commuting time is concentrated

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1 into a couple of hours during the day? And how does  
 2 that compare with the averages for the surrounding  
 3 neighborhood where -- it's a different density, I  
 4 understand that. Yours is a much more dense project  
 5 and affecting a single feeder road, which is  
 6 International Drive. So explain to me whether you've  
 7 considered that.

8 And also, part two of that question is, you've  
 9 got a different demographic intention for these units,  
 10 I think. At least that's what I understand. So is  
 11 that going to be a different traffic volume generated?

12 MR. MICHAUD: The standard that we use is  
 13 a standard that's well established in the industry for  
 14 apartment units, and it's based on a suburban  
 15 standard. Now, this site, Hancock Village in  
 16 particular, is unique in that it's not a suburban  
 17 standard. It has ready access to public  
 18 transportation. It has other amenities in the area  
 19 that promote walking, they have Zipcar, and other  
 20 features.

21 Despite what we know to be the case, and that  
 22 is that 30 to 32 percent of residents of Hancock  
 23 Village use those services and do not rely on a single-  
 24 occupant vehicle, we, nonetheless, used a suburban

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1 industry standard trip rate to evaluate the impact.  
 2 That's the 98 to 123 vehicle trips. Those vehicle  
 3 trips are specifically occurring between 7:00 and 8:00  
 4 in the morning or 8:00 and 9:00, and likewise in the  
 5 afternoon between 4:00 and 5:00 or 5:00 and 6:00.

6 So we believe that we've used the appropriate  
 7 standard and that while it may represent an average  
 8 condition for a suburban location, it is, nonetheless,  
 9 a conservative or high estimate because it does not  
 10 factor, it does not reduce based on what we know to be  
 11 the case and that is alternative travel modes.

12 So we're comfortable with those numbers, and  
 13 the analysis itself would indicate that there can be  
 14 some variability to that number without any  
 15 consequential change in the operating levels of the  
 16 intersections of the study. So hopefully -- does that  
 17 sufficiently answer your --

18 MR. ZUROFF: Part of it. But again,  
 19 you're aiming for a different demographic than what  
 20 your existing population is. At least that's the way I  
 21 understand it.

22 MR. MICHAUD: And I'm not sure that it's a  
 23 different demographic. If you look at the average  
 24 per-units ratios, for instance, they're not

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1 dramatically different from what's currently available  
 2 at Hancock Village, so I don't anticipate that there  
 3 would be a material difference between what we've  
 4 observed for the existing demographic and what may  
 5 occur through a proposed demographic. And certainly we  
 6 can respond to that at a peer review process in more  
 7 detail to give you satisfaction that the numbers --

8 MR. ZUROFF: I presume that our own study  
 9 would compare with yours.

10 MR. MICHAUD: Right.

11 MR. ZUROFF: Thank you.

12 MR. HUSSEY: I've got a couple of minor  
 13 questions.

14 The parking spaces, the number of spaces is  
 15 going to come out in the future, I suspect, but  
 16 according to your report, there are existing now 789  
 17 total units in the Hancock Village.

18 MR. MICHAUD: Inclusive of the units in  
 19 Boston.

20 MR. HUSSEY: Right, exactly. And you said  
 21 that there are 1,073 parking spaces.

22 MR. MICHAUD: I believe that's correct.

23 MR. HUSSEY: So it's 1.3 spaces per unit.  
 24 And on the new -- breaking it down, on the new

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1 proposal there are 192 units and according to what I  
 2 found -- well, I think it's in your book too -- there  
 3 are 342 spaces, new spaces. And you calculate that at  
 4 1.44 spaces per unit. I've got a slightly different  
 5 number. Now, architects doing math is always suspect,  
 6 so you might double check it, but I came out, I think,  
 7 with 1.78 cars per unit. You just might check that.  
 8 If I'm wrong, then I'm wrong.  
 9 MR. MICHAUD: Yeah. I think the 1.7 is  
 10 high, and my recollection is that the standard that's  
 11 attempting to be achieved here is the zoning standard  
 12 of 1.4 to 1.6 per unit. It's certainly not more than  
 13 that.  
 14 MR. HUSSEY: Okay. Thank you.  
 15 MR. JESSIE GELLER: That begs a question  
 16 which is -- you've stated that -- essentially that  
 17 vehicle usage is lower than what is standard; correct?  
 18 MR. MICHAUD: Correct.  
 19 MR. JESSIE GELLER: But you've designed  
 20 this for standard parking requirements, so what was the  
 21 thinking behind that?  
 22 MR. MICHAUD: I think the primary driver  
 23 was compliance with local standards.  
 24 MR. JOSEPH GELLER: I'll jump in here.

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1 The infill units, the parking calculation, we  
 2 were trying to look at what the required parking is for  
 3 the number of units. So in those -- the infill units,  
 4 we attempted to meet the zoning standards.  
 5 In the apartment units, we have less than the  
 6 required number of parking spaces per zoning. That's  
 7 one of the waivers that we're requesting. And the  
 8 rationale there is that in looking at the apartment --  
 9 the types of apartments -- the type of uses as what you  
 10 alluded to, well, we don't believe that the requirement  
 11 for those units would require the zoning requirement  
 12 for parking. So we put an average of that, and I think  
 13 it's in the 1.44 or I think it's 1.6. But we will  
 14 check the math on that for sure.  
 15 MR. JESSIE GELLER. One more question. On  
 16 the driveways, the new driveways, are they consistent?  
 17 Do they match the dimensional requirements of those  
 18 that exist in Hancock Village? Are they larger or are  
 19 they smaller?  
 20 MR. MICHAUD: I believe they're equivalent  
 21 to what's currently provided within -- I think Joe  
 22 would like --  
 23 MR. JOSEPH GELLER: It's hard to say when  
 24 the -- when you're looking at the Hancock Village

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1 network. A lot of the roadways are parking roadways,  
 2 so they have -- so the whole loop system is all parking  
 3 roadways. That Asheville roadway is equivalent to the  
 4 same width and actually a little wider in some places  
 5 in the development. We meet the driveway requirements,  
 6 the 20-foot width of the driveway everywhere on the  
 7 site. In most cases they're 22 to 23 feet.  
 8 MR. JESSIE GELLER: And are you  
 9 anticipating parking along those driveways?  
 10 MR. JOSEPH GELLER: In the places where we  
 11 have parking, I believe we have a 24-foot dimension for  
 12 parking. Otherwise, I think it's 23 but you can see it  
 13 on the plans, where the parking is shown along those  
 14 driveways. In the Asheville section, all the way down  
 15 to the turnaround there's no parking.  
 16 MR. JESSIE GELLER: Thank you.  
 17 Other questions?  
 18 (No response.)  
 19 Thank you.  
 20 MR. SCHWARTZ: Thank you. I'm just going  
 21 to wrap it up hopefully pretty quickly here. I want to  
 22 thank the Board for its patience in listening to our  
 23 presentation this evening. I want to repeat what Marc  
 24 said at the outset and thank the town staff for all of

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1 their hard work to this point -- I'm sure we'll be  
 2 working very closely with them going forward -- and  
 3 also thank the patience of everybody who came out  
 4 tonight to listen to our presentation.  
 5 I'm just going to conclude by talking a little  
 6 bit about affordable housing, some smart growth and  
 7 sustainable principles, and then, if the Board is so  
 8 inclined, open it up to general questions.  
 9 What you have here on this slide is obviously  
 10 a map of the Town of Brookline and the dots -- it's  
 11 very hard to see. The dots represent developments or  
 12 areas where there are affordable units. When I use the  
 13 term "affordable units," what I mean by that is units  
 14 that count towards the Town's 10 percent subsidized  
 15 housing inventory. This is according to the Town's own  
 16 records, most recently made available in January of  
 17 2011.  
 18 I think what you'll see here -- this is, I  
 19 guess, no surprise to anybody in this room -- is the  
 20 vast majority -- with the exception of really a very  
 21 small handful, less than 10 in all, I think, of units  
 22 in the south part of Brookline -- there's a couple here  
 23 and a couple here -- the vast majority of the units  
 24 that we're talking about, about 2,100 units in all, are

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<p>1 in the northern part of the city. And in the                  2 southern -- town rather.</p> <p>3 In the southern part of the town, which is                  4 obviously the least dense area, it makes up about                  5 two-thirds of the town by land area, has very little                  6 affordable housing to speak of. And I'll get to why                  7 that's relevant in a moment.</p> <p>8 When I say "affordable housing," I hear                  9 chuckles from the crowd. Thank you. What I mean by                  10 that is, again, housing that counts on the subsidized                  11 housing inventory.</p> <p>12 I should say, before I leave this slide, that                  13 unlike a lot of other communities, there's about 2,000                  14 to 2,100 SHI units in the Town of Brookline. About                  15 half of those are actually Brookline Housing Authority                  16 units. Then there's probably about 500 or so that are                  17 nonprofit, cooperative rental type of units, and that                  18 leaves fewer than 400 units. Less than 25 percent of                  19 the units that are on the SHI for the Town of Brookline                  20 are actually developed, as this proposal is, by                  21 for-profit developers to make mixed-income housing.</p> <p>22 And that's relevant because it really is -- in                  23 this day and age, it really is, for the most part in                  24 the cities and towns in Massachusetts -- it really is</p>	<p>1 2,600 -- a little over 2,600 units. That's based on a                  2 2010 census. That number doesn't change and won't                  3 change until the 2020 census. And as of the most                  4 recent counting, about 2,100 SHI units. That puts the                  5 Town at about 8 percent, just a tad over 8 percent,                  6 meaning it needs 516 units to reach the mandated goal                  7 of 10 percent. This proposal will add 192 -- cut into                  8 that by 192, leaving 324 units to go. It is by far --                  9 probably in the past I don't know how many years -- by                  10 far it will be the single largest increase in the                  11 Town's SHI count for any development that's happened.</p> <p>12 The affordable units will be affordable --                  13 even though MassDevelopment requires them to be                  14 affordable only for the period of its bond financing,                  15 which is 30 years, the proponent here is committed to                  16 maintaining those units as affordable in perpetuity.                  17 That can and should be a condition of this Board in the                  18 comprehensive permit. And as Marc mentioned earlier,                  19 up to 70 percent of the units as allowed by law will be                  20 made available to Brookline residents and other people                  21 with a Brookline connection, consistent with fair                  22 housing laws and mandates.</p> <p>23 So just to close very briefly and put this                  24 into maybe a slightly larger context -- and with full</p>
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<p>1 these types of developments, limited dividend entities                  2 and for-profit companies, that are doing most of these                  3 mixed-income developments throughout the Commonwealth.</p> <p>4 So getting into some of the specifics of the                  5 affordable housing in this proposal, as we've                  6 mentioned, this is 192 units. The requirement of                  7 MassDevelopment is that 20 percent of the units be                  8 designated as affordable. That's 39 units. And the                  9 requirement is -- and we will strictly adhere to it --                  10 that there will be -- affordable units will be prorated                  11 appropriately with the types of bedroom mixes. So                  12 ones, twos, threes, and fours, Marc went through those                  13 figures. There will be -- 20 percent of each kind of                  14 those categories will be affordable.</p> <p>15 But it's very noteworthy, very important, that                  16 192 of these units -- even though only 20 percent will                  17 be rented as affordable rents, all 192 of the units                  18 will count toward the Town's SHI mandate, the                  19 Commonwealth's mandate of 10 percent affordable                  20 housing.</p> <p>21 I went through some of these figures before.                  22 According to the most recent SHI, which was put out a                  23 few months ago by the Department of Housing and                  24 Community Development, the Town of Brookline has</p>	<p>1 realization that most of the people here in this room                  2 are not in love with this project by any stretch                  3 imagination -- but I want to just take a minute to try                  4 to put it into a larger context.</p> <p>5 As is well known, Governor Patrick, a few                  6 months ago back in November, created -- or put out a                  7 policy, his administration, of something called                  8 "Compact Neighborhoods" calling on the creation of                  9 10,000 multifamily units a year, well-planned                  10 multifamily housing that fulfills -- are at or near                  11 jobs, near city and town centers, near transit,                  12 et cetera. That's the Governor's plan.</p> <p>13 Just today, MAPC, the Metropolitan Area                  14 Planning Counsel, released a new study that says in the                  15 next 25 years the Commonwealth is absolutely going to                  16 need over -- and not just the Commonwealth but Greater                  17 Boston is going to need 435,000 new housing units for                  18 workforce, for seniors, the growing senior population,                  19 and most significantly said, that the really ideal                  20 place to put these, in addition to urban locations, is                  21 in existing multifamily sites.</p> <p>22 That brings me back really to where I started                  23 with this presentation is fully realizing a lot of the                  24 constraints and issues with creating affordable housing</p>

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1 in the Town of Brookline and recognizing and  
 2 appreciating the very hard work that many people have  
 3 done here over the years trying to create as much  
 4 affordable housing as possible. We really do think  
 5 that this presents a unique opportunity, particularly  
 6 in the southern part of the town, to use an existing  
 7 multifamily site and to expand it appropriately with an  
 8 appropriate type of density that is roughly consistent  
 9 with the zoning, as Joe explained, for increased  
 10 multifamily housing.

11 Some of the other smart growth principles that  
 12 we think are at issue here that are satisfied: We're  
 13 serving a very diverse population, families of  
 14 children, seniors, empty nestors, young professionals,  
 15 of course, with the mixed-income housing fully  
 16 integrated into the development. We're using --  
 17 because this is an existing development and expansion  
 18 of an existing development, we make use of existing  
 19 roadways, of existing utility systems, infrastructure.

20 There is a commitment on the part of Chestnut  
 21 Hill Realty which will continue to promote to the  
 22 greatest extent possible transportation demand  
 23 management and non-single-vehicle transit options. And  
 24 Bob, I think, quite effectively went through what those

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1 are.

2 From an environmental perspective, we feel  
 3 this is quite clearly a low-impact development. The  
 4 use of porous pavement is an example of that, which is  
 5 a technology which is growing favor and results in the  
 6 creation of far less impervious surface than would  
 7 otherwise be the case. There's absolutely no impact to  
 8 any resource area either state or locally regulated.

9 And finally, a commitment to energy-efficient  
 10 buildings and energy-efficient fixtures and appliances  
 11 to the greatest extent possible, again consistent with  
 12 Chestnut Hill Realty's commitment to energy efficiency  
 13 and green issues and sustainability.

14 So that concludes our presentation. Again,  
 15 thank you very much for your patience and for listening  
 16 to us this evening. We'd be happy to answer any  
 17 questions now or any at any time. Thank you.

18 MR. JESSIE GELLER: A few questions for  
 19 you.

20 (Inaudible conversation amongst the  
 21 Board.)

22 MR. JESSIE GELLER: A couple questions  
 23 with respect -- just in general, not with respect to  
 24 your affordable housing information --

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1 MR. SCHWARTZ: We'll call up the right  
 2 people to answer the questions. It probably won't be  
 3 me.

4 MR. JESSIE GELLER: And that's going to  
 5 continue throughout the proceedings. We'll obviously  
 6 have questions as we get more information.

7 One is -- and I neglected to raise this  
 8 before -- there's obviously an interest by the Town to  
 9 meet with representatives of the applicant to discuss  
 10 various elements of the project. Would the applicant  
 11 be willing to set up those meetings and make those  
 12 arrangements with appropriate town people --

13 MR. SCHWARTZ: Absolutely.

14 MR. JESSIE GELLER: -- in the interim  
 15 between the hearings?

16 MR. SCHWARTZ: However -- yes,  
 17 absolutely. We welcome that very much.

18 My experience, by the way, as is probably the  
 19 Board's experience and the Town's experience, is that's  
 20 a very productive way of getting things done.

21 MR. JESSIE GELLER: Absolutely agreed. So  
 22 I will leave it to the parties to get in touch with  
 23 each other and try and exchange dates and work this  
 24 out.

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1 Okay. The other question that I had was, at  
 2 the appropriate time, I would like a walk-through of  
 3 the waiver request, the legalese. Okay? Specifically  
 4 the requested waiver, the logic behind it,  
 5 applicability, so forth and so on. I don't believe  
 6 it's appropriate at this moment. I think we have to  
 7 get a little further into the process to sort of get a  
 8 sense of the project and responses. But that's not --

9 MR. SCHWARTZ: Well, I'll tell you, in all  
 10 candor, we actually were mulling over whether or not  
 11 that should be part of our proposal tonight. And if  
 12 the Board really feels strongly about it, we can do  
 13 that but we actually did feel, both because of the  
 14 length of the presentation and also because of the  
 15 highly technical nature of the waiver issues, that it  
 16 might be more worthwhile either to do that -- this  
 17 isn't mutually exclusive -- either to do that at a  
 18 separate meeting or to do that at one of those working  
 19 sessions, particularly with the building inspector  
 20 there so we can walk through our theories of the  
 21 waivers that we're requesting and maybe knock some of  
 22 them out so we all are on the same page as far as what  
 23 is required and what isn't required.

24 MR. JESSIE GELLER: I think that's an

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1 excellent suggestion, so yes, I agree. I do think that  
 2 it would be premature at this point because I think  
 3 we're still sort of exploring the proposal and still  
 4 taking testimony. But yes, we will want to go through  
 5 that and we'll figure out the venue and what's the best  
 6 way of doing it.  
 7 Anything else?  
 8 MR. BOOK: With respect to that request,  
 9 that particular analysis is important for all five of  
 10 us to hear, so --  
 11 MR. JESSIE GELLER: I agree.  
 12 MR. SCHWARTZ: I'm not suggesting that we  
 13 do that outside. I'm suggesting that we have kind of a  
 14 working session to kind of narrow the issues. If  
 15 there's any discrepancy or difference of opinion about  
 16 whether a waiver is required or not, we would address  
 17 that and then come back before the Board and do a full  
 18 presentation of the waivers that we're requesting.  
 19 MR. JESSIE GELLER: Excellent.  
 20 Anything else?  
 21 What am I looking at?  
 22 MR. HUSSEY: This is to you. It has to do  
 23 with the --  
 24 MR. JESSIE GELLER: Oh, is this your

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1 question?  
 2 MR. HUSSEY: That's my question.  
 3 MR. JESSIE GELLER: Okay. So you didn't  
 4 get a satisfactory answer. Okay. So why don't you ask  
 5 Mr. Schwartz the question.  
 6 MR. HUSSEY: Well, it's not Mr. Schwartz.  
 7 This material came from the Planning Department and it  
 8 included -- we received this on the 16th of -- 24th of  
 9 December. There were eight items and they included the  
 10 bound material that we have. But there was also a  
 11 letter from Chestnut Hill Realty in response to the  
 12 Town's commission. That letter is dated  
 13 September 11, 2013. But I had already gone into the  
 14 Town's net, Internet, and found this letter on the  
 15 material regarding the selectmen's hearing back in  
 16 November, I think, and we received a copy of this  
 17 letter which was only three pages long, whereas the  
 18 copy that I got downloaded is actually 12 pages long  
 19 plus attachments.  
 20 MR. SCHWARTZ: Well, I don't know exactly  
 21 what you're referring to but I will say this about  
 22 letters -- the letter you're referring to, which is --  
 23 that was in response to our project eligibility letter  
 24 application to MassDevelopment. We submitted an

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1 application to MassDevelopment. The Town submitted a  
 2 very detailed response letter. I think, Mr. Hussey,  
 3 the letter that you're referring to is our response  
 4 letter to the Town's communication to MassDevelopment.  
 5 We're happy to provide -- if you don't have  
 6 that in full, we're happy to provide it, of course.  
 7 It's actually not officially part of this application  
 8 because that process is over. MassDevelopment issued  
 9 its project eligibility letter and I'm sure maybe the  
 10 same issues of concern will be raised by the very town  
 11 officials or others in this process but it's actually  
 12 not part of the record in this application.  
 13 MR. JESSIE GELLER: This is what I was  
 14 saying.  
 15 MR. HUSSEY: Right. But the letter, in  
 16 its entirety, I think has arguments that they made  
 17 which should be made known to --  
 18 MR. JESSIE GELLER: "They" being?  
 19 MR. HUSSEY: Chestnut Hill Realty.  
 20 MR. JESSIE GELLER: Okay. Well, this sort  
 21 of touches on an issue that I suspect you're going to  
 22 want anyway which is -- we're going to hear testimony  
 23 from a variety of constituencies. We're going to hear  
 24 from the neighborhood, we're going to hear from the

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1 Town, various boards, and I suspect, to lend coherence  
 2 to what we're trying to achieve here, we will figure  
 3 out, most likely at the end of hearings -- in  
 4 increments we'll allow you to respond to comments that  
 5 we've heard so we can sort of have a sense. Today was  
 6 a nice sort of presentation. We understand the project  
 7 now. But obviously, as we take testimony it will be  
 8 important that we hear your side contemporaneous with  
 9 hearing testimony from others.  
 10 MR. SCHWARTZ: We're going to, obviously,  
 11 want to take you up on that. I think from our  
 12 perspective, clearly we won't be able to know what, you  
 13 know, abutters, neighbors are going to say in advance  
 14 but I will say specifically with regard -- and we've  
 15 had this discussion already with the planning staff.  
 16 Particularly with regards to any peer review report,  
 17 our request is that we get adequate time because I  
 18 assume that that will be based on a thorough review of  
 19 our materials and then presumably some written report  
 20 back to the Zoning Board on the issues that are raised  
 21 by the peer reviewer.  
 22 And our request on that is, in order to  
 23 provide a really good comprehensive response to their  
 24 concerns, that we have adequate time to consider those.

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<p>1 We're happy to work on the details and the appropriate                  2 time lines with Planning. I guess I would ask, where                  3 do we stand in terms of peer review, obtaining peer                  4 review consultants? Is that still up in the air?                  5 MS. SELKOE: Well, in light of ZBA's                  6 decision today and given that Chestnut Hill Realty has                  7 agreed to pay for it, we have, in advance, gone through                  8 procurement and tentatively selected one consultant.                  9 We anticipate that the Town will appropriate funds on                  10 the 21st, and we can enter into contract shortly                  11 thereafter.                  12 MR. JESSIE GELLER: Okay. Well, let's                  13 actually filter this back into realty. You know, we                  14 have set a rough outline of dates. We know what our                  15 next actual scheduled continued date is. In terms of                  16 what we're anticipating from the agenda that we talked                  17 about, is it your feeling that we'll have the reports                  18 in sufficient time that we can give CHR, you know, the                  19 report in enough time that they can review it and be                  20 ready for responses?                  21 MS. SELKOE: Well, if it's okay with the                  22 Board, we can certainly provide copies to the Board and                  23 to the applicants simultaneously.                  24 MR. JESSIE GELLER: I guess, again, it's</p>	<p>1 being continued until February 13, 2014 at sort of                  2 around 7:00. I want to thank everyone for their                  3 participation.                  4 (Proceedings concluded at 9:44 p.m.)                  5                  6                  7                  8                  9                  10                  11                  12                  13                  14                  15                  16                  17                  18                  19                  20                  21                  22                  23                  24</p>
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<p>1 going to go to -- I don't think we're answering your                  2 question but within feasibility --                  3 (Multiple parties speaking.)                  4 MR. SCHWARTZ: Again, this is also an                  5 area, in my experience at least, where some of those                  6 working sessions involving the peer review consultant                  7 and the applicants' consultant sitting down and trying                  8 to narrow those issues -- that can happen before they                  9 issue their report, after they issue their report,                  10 both, so we're very open to that.                  11 MR. JESSIE GELLER: Good. Any other                  12 issues?                  13 MR. SCHWARTZ: Is there a potential peer                  14 review consultant here?                  15 MS. SELKOE: Yes.                  16 MR. JESSIE GELLER: Okay. I think that's                  17 it. Just two reminders: We have a -- the site                  18 visit -- again, the site visit -- not for the purpose                  19 of taking testimony, but to walk the site -- is                  20 scheduled for the 24th, January 24th, 8:30 in the                  21 morning. An hour and a half is the rough estimate in                  22 time frame. What's the address again?                  23 MR. SCHWARTZ: 298 Independence Drive.                  24 MR. JESSIE GELLER: And this hearing is</p>	<p>1 I, Kristen C. Krakofsky, Court Reporter and                  2 Notary Public in and for the Commonwealth of                  3 Massachusetts, certify:                  4 That the foregoing proceedings were taken                  5 before me at the time and place herein set forth and                  6 that the foregoing is a true and correct transcript of                  7 my shorthand notes so taken.                  8 Dated this 28th day of January, 2014.                  9 _____                  10 Kristen Krakofsky, Notary Public                  11 My commission expires November 3, 2017.                  12                  13                  14                  15                  16                  17                  18                  19                  20                  21                  22                  23                  24</p>

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