

1615 Beacon

Newton, MA

Comprehensive Permit Application



Submitted to the Newton Zoning Board of Appeals

October 2016

1615 BEACON

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1615 Beacon

Newton, Massachusetts

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

Submitted by:

1615 Beacon, LLC

October, 2016

City of Newton Massachusetts
ZONING BOARD OF APPEALS

Premises affected: A 31,240 square feet parcel of land, at 1615 Beacon Street

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

1615 Beacon, LLC (hereinafter the "Applicant") hereby applies to the Board of Appeals of the City of Newton, Massachusetts, pursuant to General Laws, Chapter 40B, Section 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct 23 apartment style units, and preserving and renovate the existing four-bedroom house on land located at 1615 Beacon Street in Newton, Massachusetts. The applicant and the development are more particularly described in the exhibits hereto annexed and submitted simultaneously herewith, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a 40B application by the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

REQUEST FOR FINDINGS OF FACT

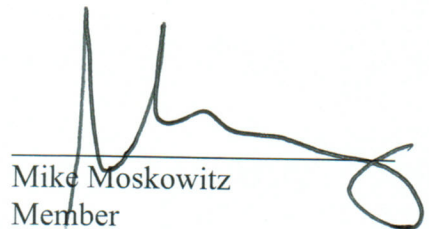
The applicant requests that the Board of Appeals make the following findings of fact in connection with the action of the Board on this application:

1. 1615 Beacon Street, LLC, a limited dividend organization within the meaning of General Laws, Chapter 40B and 760 CMR 56.02, and is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.
2. The applicant has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for this site.
3. Massachusetts Housing Partnership, as the Program Administrator of the MHP Permanent Rental Financing Program, will be the subsidizing agency within the meaning of the regulations of 40B (760 CMR 56.00) and within the meaning of the procedural regulations of the Housing Appeals Committee (760 CMR:30.01(C)).
4. The number of low or moderate income housing units in the City of Newton constitutes less than ten percent (10%) as reported in the latest decennial census of the town and reported by the Department of Housing & Community Development as of Dec 5, 2014.
5. The development as proposed in the application is consistent with local needs within the meaning of General Laws, Chapter 40B, Section 20.

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

1615 Beacon, LLC

By:


Mike Moskowitz
Member

TRANSPORTATION IMPACT ASSESSMENT

PROPOSED RESIDENTIAL DEVELOPMENT
1615 BEACON STREET
NEWTON, MASSACHUSETTS

Prepared for:

1615 Beacon LLC
Newton, Massachusetts

August 2016

Prepared by:

VANASSE & ASSOCIATES, INC.
35 New England Business Center Drive
Suite 140
Andover, MA 01810
(978) 474-8800
www.rdva.com

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35 New England Business Center Drive
Suite 140
Andover, MA 01810-1066
Office 978-474-8800
Fax 978-688-6508
Web: www.rdva.com

Dear Reviewer:

This letter shall certify that this *Transportation Impact Assessment* has been prepared under my direct supervision and responsible charge. I am a Registered Professional Engineer (P.E.) in the Commonwealth of Massachusetts (Massachusetts P.E. No. 38871, Civil) and hold Certification as a Professional Traffic Operations Engineer (PTOE) from the Transportation Professional Certification Board, Inc. of the Institute of Transportation Engineers (ITE) (PTOE Certificate No. 993). I am also a Fellow of the Institute of Transportation Engineers (FITE).

Sincerely,

VANASSE & ASSOCIATES, INC.

A handwritten signature in black ink that reads 'Jeffrey S. Dirk'. The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Jeffrey S. Dirk, P.E., PTOE, FITE
Principal

EXECUTIVE SUMMARY

Vanasse & Associates, Inc. (VAI) has conducted a Transportation Impact Assessment (TIA) in order to determine the potential impacts on the transportation infrastructure associated with the proposed development of a 24-unit residential apartment community to be located at 1615 Beacon Street in Newton, Massachusetts (hereafter referred to as the “Project”). This assessment was prepared in consultation with the City of Newton and the Massachusetts Department of Transportation (MassDOT); was performed in accordance with MassDOT’s *Transportation Impact Assessment (TIA) Guidelines*; and was conducted pursuant to the standards of the Traffic Engineering and Transportation Planning professions for the preparation of such reports. Based on this assessment, we have concluded the following with respect to the Project:

1. Using trip-generation statistics published by the Institute of Transportation Engineers (ITE)¹, the Project is predicted to generate approximately 160 vehicle trips on an average weekday (two-way, 24-hour volume), with 12 vehicle trips expected during the weekday morning peak-hour and 15 vehicle trips expected during the weekday evening peak-hour;
2. The Project will not have a significant impact (increase) on motorist delays or vehicle queuing over Existing or anticipated future conditions without the Project (No-Build conditions);
3. No apparent safety deficiencies were noted with respect to the motor vehicle crash history at the study intersections; and
4. Lines of sight to and from the Project site driveway intersections with Windsor Road were found to meet or could be made to meet or exceed the required minimum distance for the intersections to function in a safe manner based on the appropriate approach speed along Windsor Road and with consideration of the urban environment in which the Project site is located.

In consideration of the above, we have concluded that the Project can be accommodated within the confines of the existing transportation infrastructure in a safe and efficient manner with implementation of the recommendations that follow.

¹*Trip Generation*, 9th Edition; Institute of Transportation Engineers; Washington, DC; 2012.

RECOMMENDATIONS

A detailed transportation improvement program has been developed that is designed to provide safe and efficient access to the Project site and address any deficiencies identified at off-site locations evaluated in conjunction with this study. The following improvements have been recommended as a part of this evaluation and, where applicable, will be completed in conjunction with the Project subject to receipt of all necessary rights, permits, and approvals.

Project Access

Access to the Project site will be provided by way of three (3) driveways as follows: an existing full access driveway that will be converted to a one-way entrance-only driveway and is located off Beacon Street opposite Woodward Street; a new exit-only driveway that will intersect the east side of Windsor Road approximately 115 feet north of Beacon Street; and a new driveway to be located off Windsor Road opposite Kinmonth Road that will serve the proposed parking garage. The following recommendations are offered with respect to the design and operation of the Project site driveways:

- The Project site driveways should be a minimum of 20-feet in width or as required by the City of Newton Fire Department to accommodate the turning and maneuvering requirements of the largest anticipated responding emergency vehicle that will access the Project site.
- The one-way Project site driveways should include appropriate signs (ONE-WAY, DO NOT ENTER, etc.) and pavement markings to reinforce the one-way operation of the driveways.
- Vehicles exiting the Project site should be placed under STOP-sign control.
- All signs and pavement markings to be installed within the Project site shall conform to the applicable standards of the *Manual on Uniform Traffic Control Devices* (MUTCD).²
- Sidewalks should and have been provided within the Project site linking the existing/proposed buildings to the sidewalk infrastructure along Windsor Road and Beacon Street.
- Pedestrian crossings of the Project site driveways and those internal to the Project site should be designed and constructed in accordance with the requirements of the Americans with Disabilities Act (ADA).
- Snow windrows along the Project site frontage on Windsor Road and Beacon Street within the sight triangle areas of the Project site driveways shall be promptly removed where such accumulations would exceed 2.5 feet in height.
- The City should consider prohibiting on-street parking within 20 feet on either side of the Project site driveways on Windsor Road in order to provide and maintain the required lines of sight for the driveways to operate in a safe manner and to accommodate emergency vehicle access.

²*Manual on Uniform Traffic Control Devices* (MUTCD); Federal Highway Administration; Washington, D.C.; 2009.

- Existing vegetation located within the public right-of-way or the Project site along the east side of Windsor Road and within the sight triangle areas of the Project site driveways should be trimmed and/or removed in order to provide and maintain the required lines of sight to/from the Project site driveways.
- Signs and landscaping to be installed along the Project site driveways, internal to the Project site and at the Project site driveway intersections with Windsor Road and Beacon Street should be designed and maintained so as not to restrict lines of sight.

Transportation Demand Management

The Project site is ideally situated to take advantage of available public transportation opportunities, including the Massachusetts Bay Transportation Authority (MBTA) Green Line subway service at Waban Station which is located within an approximate 2-minute walking distance of the Project site. In an effort to encourage use of alternative modes of transportation to single-occupant vehicles, the following Transportation Demand Management (TDM) measures will be implemented as a part of the Project:

- Information regarding public transportation services, maps, schedules and fare information will be posted in a central location;
- A “welcome packet” will be provided to new residents of the Project detailing available public transportation services, bicycle and walking alternatives, and commuter options available through MassRIDES’ and their NuRide program which rewards individuals that choose to walk, bicycle, carpool, vanpool or that use public transportation to travel to and from work;
- Residents will be made aware of the Emergency Ride Home (ERH) program available through MassRIDES, which reimburses employees of a participating MassRIDES employer partner worksite that is registered for ERH and that carpool, take transit, bicycle, walk or vanpool to work;
- Pedestrian accommodations have been incorporated within the Project site consisting of sidewalks and pedestrian paths linking buildings and parking to on-site amenities and the sidewalk infrastructure along Windsor Road and Beacon Street;
- A mail drop will be provided in a central location; and
- Secure bicycle parking will be provided, including both exterior bicycle racks adjacent to building entrances and weather protected bicycle parking in a secure area within the parking garage.

Off-Site

Beacon Street Pedestrian Crossing Improvements

In order to enhance the safety of pedestrians crossing the Beacon Street/Windsor Road and Beacon Street/Woodward Street intersections, the following improvements should be considered:

1. Add curblin extensions (bump-outs) along the south side of Beacon Street at the two (2) crosswalks with accompanying ADA compliant wheelchair ramps in order to shorten

- pedestrian crossing distances and to position pedestrians so that they are visible to approaching motorists; and
2. Install advance pedestrian crossing warning signs (W11-2 and W16-9P) on the Beacon Street approaches to Woodward Street and Windsor Road, respectively.

In addition, consideration should be given to replacing the crosswalks with colored inlaid thermoplastic in order to improve the visibility of the crossings and to increase the lifespan of the markings. This improvement would be implemented if and when the City repaves Beacon Street as it would entail the milling of the pavement surface.

Windsor Road at Kinmonth Road

In order to enhance safety and more clearly define the vehicular right-of-way at the Windsor Road/Kinmonth Road intersection, consideration should be given to extending the curbline along the west side of Windsor Road to the north through the use of pavement markings or curbing to better define the southwest corner of the intersection and to separate the proximate parking lot from the intersection. In addition, this improvement would shorten the Kinmonth Road pedestrian crossing and could allow for the installation of a STOP-sign and accompanying STOP-line on the Kinmonth Road approach to Windsor Road.

With implementation of the above recommendations, safe and efficient access will be provided to the Project site and the Project can be accommodated within the confines of the existing and improved transportation system.

INTRODUCTION

Vanasse & Associates, Inc. (VAI) has conducted a Transportation Impact Assessment (TIA) in order to determine the potential impacts on the transportation infrastructure associated with the proposed development of a 24-unit residential apartment community to be located at 1615 Beacon Street in Newton, Massachusetts (hereafter referred to as the “Project”). This study evaluates the following specific areas as they relate to the Project: i) access requirements; ii) potential off-site improvements; and iii) safety considerations; and identifies and analyzes existing traffic conditions and future traffic conditions, both with and without the Project, along Beacon Street and Windsor Road, and at the following intersections: Beacon Street at Windsor Road; Beacon Street at Woodward Street; and Windsor Road at Kinmonth Road.

PROJECT DESCRIPTION

As proposed, the Project will entail the development of a 24-unit residential apartment community to be located at 1615 Beacon Street in Newton, Massachusetts. The Project site encompass approximately 0.72 acres of land bounded by the Windsor Club to the north and east; Beacon Street to the south; and Windsor Road to the west. Figure 1 depicts the Project site location in relation to the existing roadway network. At present, the Project site is occupied by a two-story residential structure and an attached two-story addition that was formerly operated as a dental practice, along with associated parking areas and appurtenances. In conjunction with the Project, the existing residential home will be retained as a rental unit and the attached addition, parking areas and appurtenances will be removed to accommodate the construction of a 23-unit residential apartment building and associated amenities.

Access to the Project site will be provided by way of three (3) driveways as follows: an existing full access driveway that will be converted to a one-way entrance-only driveway and is located off Beacon Street opposite Woodward Street; a new exit-only driveway that will intersect the east side of Windsor Road approximately 115 feet north of Beacon Street; and a new driveway to be located off Windsor Road opposite Kinmonth Road.

On-site parking will be provided for 38 vehicles consisting of 32 parking spaces beneath the proposed apartment building and six (6) surface parking spaces, or a parking ratio of approximately 1.58 spaces per residential unit. This parking ratio is below that required under Section 5.1.4 *Number of Parking Stalls* of the City Zoning Ordinance (2.0 spaces per residential unit is required), but is consistent with the peak parking demand for a residential apartment



Figure 1

Site Location Map

community in an urban setting with access to public transportation services documented by the Institute of Transportation Engineers (ITE).³ Bicycle parking will be provided within the Project site in accordance with Section 5.1.11 *Bicycle Parking Facilities* of the City Zoning Ordinance.

STUDY METHODOLOGY

This study was prepared in consultation with the City of Newton and the Massachusetts Department of Transportation (MassDOT); was performed in accordance with MassDOT's *Transportation Impact Assessment (TIA) Guidelines* and the standards of the Traffic Engineering and Transportation Planning professions for the preparation of such reports; and was conducted in three distinct stages.

The first stage involved an assessment of existing conditions in the study area and included an inventory of roadway geometrics; pedestrian and bicycle facilities; public transportation services; observations of traffic flow; and collection of daily and peak period traffic counts.

In the second stage of the study, future traffic conditions were projected and analyzed. Specific travel demand forecasts for the Project were assessed along with future traffic demands due to expected traffic growth independent of the Project. A seven-year time horizon was selected for analyses consistent with MassDOT's *Transportation Impact Assessment (TIA) Guidelines*. The traffic analysis conducted in stage two identifies existing or projected future roadway capacity, traffic safety, and site access issues.

The third stage of the study presents and evaluates measures to address traffic and safety issues, if any, identified in stage two of the study.

³*Parking Generation*, 4th Edition; Institute of Transportation Engineers; Washington, D.C.; 2010. The observed peak parking demand for a residential apartment community in an urban setting ranged from an average of 1.20 spaces per residential unit to an 85th percentile peak demand of 1.61 spaces per residential unit.

EXISTING CONDITIONS

A comprehensive field inventory of existing conditions within the study area was conducted in June 2016. The field investigation consisted of an inventory of existing roadway geometrics; pedestrian and bicycle facilities; public transportation services; traffic volumes; and operating characteristics; as well as posted speed limits and land use information within the study area. The study area for the Project was selected to contain the major roadways providing access to the Project site, Beacon Street and Windsor Road, as well as the intersections of Beacon Street at Windsor Road; Beacon Street at Woodward Street; and Windsor Road at Kinmonth Road.

The following describes the study area roadways and intersections.

Roadways

Beacon Street

- Two-lane urban minor arterial roadway under local jurisdiction
- Traverses study area in a general northeast-southwest direction
- Provides two 11 to 16-foot wide travel lanes separated by a double-yellow centerline with variable width marked shoulders provided
- A sidewalk is provided continuously along the both sides of the roadway within the study area
- Regulated 1 or 2-hour on-street parking is allowed along both sides except as posted
- Illumination is provided by way of street lights mounted on wood or concrete poles
- Posted speed limit varies from 25 to 30 miles per hour (mph)
- Abutting land use consists of the Project site, the Windsor Club and residential and commercial properties

Windsor Road

- Two-lane collector roadway under local jurisdiction
- Traverses study area in a general north-south direction
- Provides a 24 to 41-foot wide paved travelled-way with no pavement markings provided
- A sidewalk is provided continuously along the both sides of the roadway within the study area

- Regulated 1 or 2-hour on-street parking is allowed along both sides except as posted
- Illumination is provided by way of street lights mounted on wood or concrete poles
- Abutting land use consists of the Project site, the Windsor Club and residential and commercial properties

Intersections

Table 1 and Figure 2 summarize lane use, traffic control, and pedestrian and bicycle accommodations at the study area intersections as observed in June 2016.

Table 1
STUDY AREA INTERSECTION DESCRIPTION

Intersection	Traffic Control Type^a	No. of Travel Lanes Provided	Shoulder Provided? (Yes/No/Width)	Pedestrian Accommodations? (Yes/No/Description)	Bicycle Accommodations? (Yes/No/Description)
Beacon St./ Windsor Rd.	S	1 per direction on all legs of the intersection; parking on both sides of Windsor Rd. and on Beacon St. west of intersection	No	Yes – both sides of the intersecting roadways; crosswalks are provided across all legs	Yes - Shared travelled-way on Beacon St. and Windsor Rd. ^b
Beacon St./ Woodward St./ Project Site Dwy.	S	1 per direction on all legs of the intersection	Yes – 4-6 ft along both sides of Beacon St. east of Woodward St.	Yes – both sides of the intersecting roadways; crosswalk is provided for crossing Woodward St.	Yes - Shared travelled-way on Beacon St. and Woodward St.
Windsor Rd./ Kinmonth Rd./ Project Site Dwy.	NC	1 per direction on all legs of the intersection; parking on both sides of Windsor Rd. and Kinmonth Rd.	No	Yes – both sides of Windsor Rd.	No

^aTS = traffic signal control; S = STOP-sign control; Y = YIELD-sign control; R = rotary/roundabout control; NC = no control present.

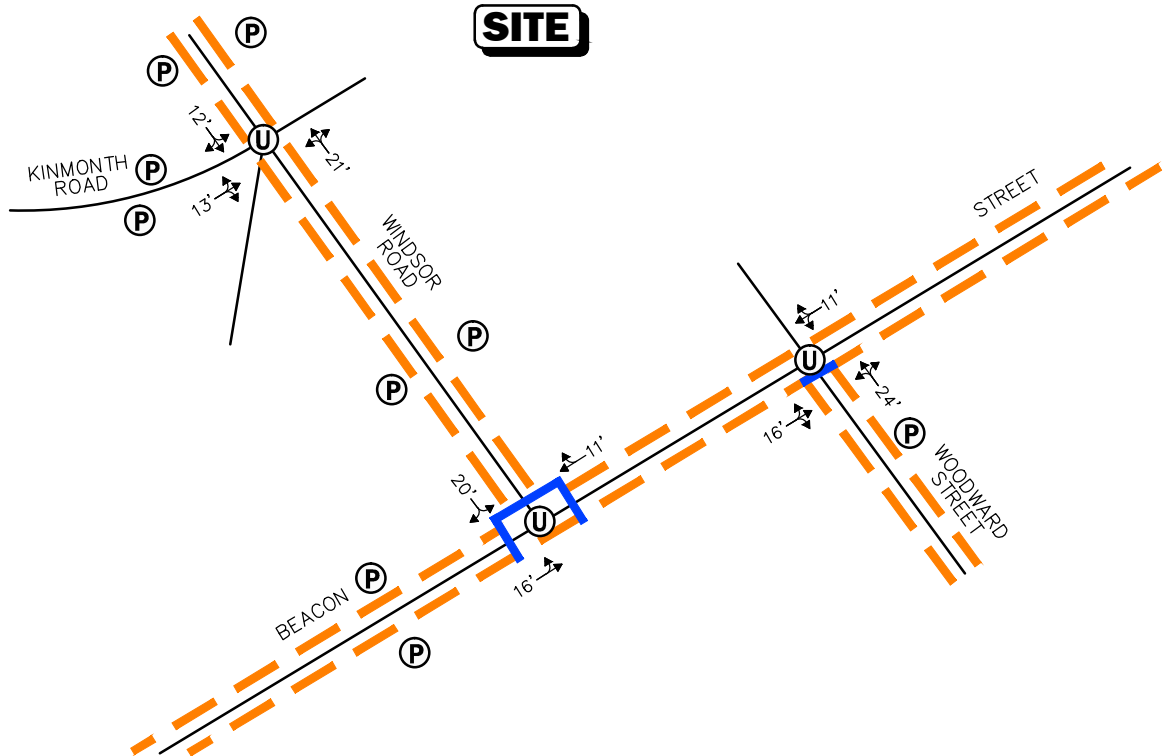
^bCombined shoulder and travel lane width equal to or exceed 14 feet.

EXISTING TRAFFIC VOLUMES

In order to determine existing traffic-volume demands and flow patterns within the study area, automatic traffic recorder (ATR) counts, manual turning movement counts (TMCs) and vehicle classification counts were completed in June 2016. The ATR counts were conducted on June 22nd and 23rd (Wednesday and Thursday) on Beacon Street and Windsor Road in the vicinity of the Project site in order to record weekday daily traffic conditions over an extended period, with weekday morning (7:00 to 9:00 AM) and evening (4:00 to 6:00 PM) peak period manual TMCs performed at the study intersections on June 22nd (Wednesday). These time periods were selected for analysis purposes as they are representative of the peak traffic-volume hours for both the Project and the adjacent roadway network.

Legend:

- Ⓢ Unsignalized Intersection
- Crosswalk
- Sidewalk
- Ⓟ On-Street Parking
- xx' Lane Use and Travel Lane Width



Not To Scale



Vanasse & Associates, Inc.
Transportation Engineers & Planners

Figure 2

**Existing Intersection
Lane Use, Travel Lane Width, and
Pedestrian Facilities**

Traffic Volume Adjustments

In order to evaluate the potential for seasonal fluctuation of traffic volumes within the study area, MassDOT weekday seasonal factors for Group 6 roadways (urban arterials, collectors, and rural arterials) were reviewed.⁴ Based on a review of this data, it was determined that traffic volumes for the month of June are approximately 10.0 percent above average-month conditions and, therefore, were not adjusted downward in order to provide a conservative (above-average) analysis condition. The 2016 Existing traffic volumes are summarized in Table 2, with the weekday morning and evening peak-hour traffic volumes graphically depicted on Figure 3. Note that the peak-hour traffic volumes presented in Table 2 were obtained from the TMCs and are reflected on the aforementioned figure.

Table 2
2016 EXISTING TRAFFIC VOLUMES

Location	AWT ^a	Weekday Morning Peak-Hour (7:45 – 8:45 AM)			Weekday Evening Peak-Hour (5:00 – 6:00 PM)		
		VPH ^b	K Factor ^c	Directional Distribution	VPH	K Factor	Directional Distribution
Beacon Street, northeast of Woodward Street	9,420	836	8.9	51.1% EB	826	8.8	51.8% EB
Windsor Road in the vicinity of Project Site	645	85	13.2	56.5% SB	114	17.7	57.9% SB

^aAverage weekday traffic in vehicles per day.

^bVehicles per hour.

^cPercent of daily traffic occurring during the peak-hour.

NB = northbound; SB = southbound; EB = eastbound; WB = westbound.

As can be seen in Table 2, Beacon Street in the vicinity of the Project site was found to accommodate approximately 9,420 vehicles on an average weekday (two-way, 24-hour volume), with approximately 836 vehicles per hour (vph) during the weekday morning peak-hour and 826 vph during the weekday evening peak-hour.

Windsor Road in the vicinity of the Project site was found to accommodate approximately 645 vehicles on an average weekday, with approximately 85 vehicles vph during the weekday morning peak-hour and 114 vph during the weekday evening peak-hour.

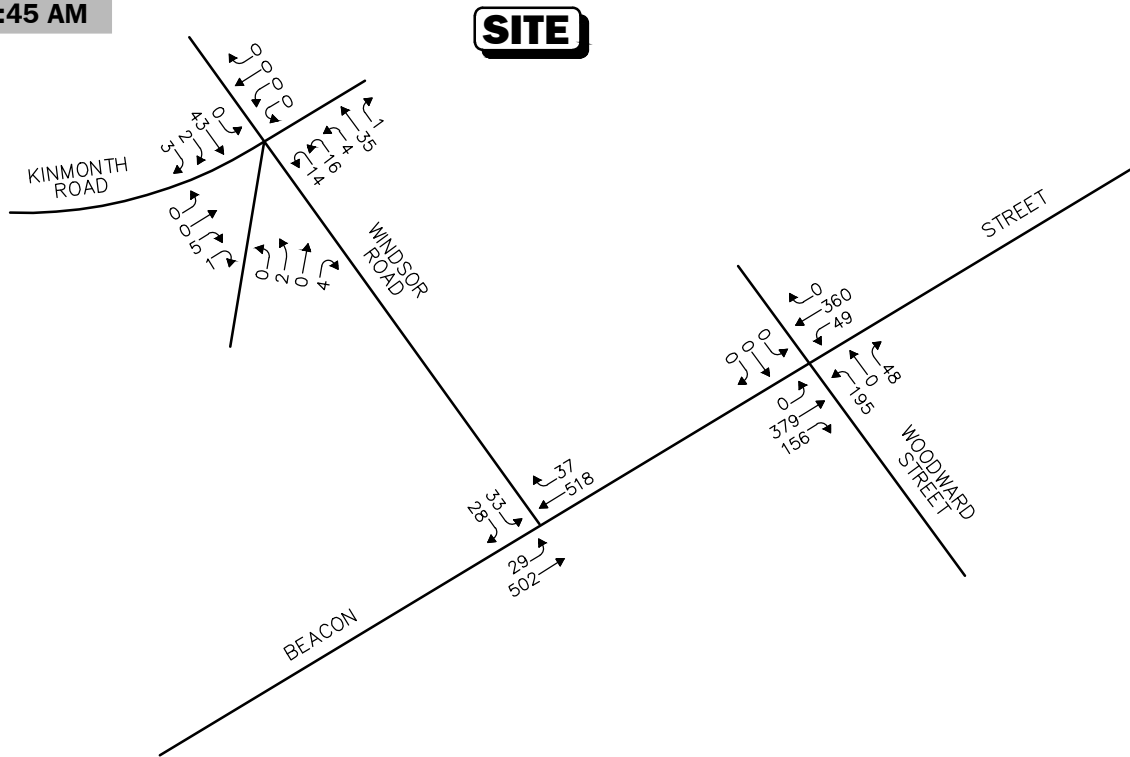
PEDESTRIAN AND BICYCLE FACILITIES

A comprehensive field inventory of pedestrian and bicycle facilities within the study area was undertaken in June 2016. The field inventory consisted of a review of the location of sidewalks and pedestrian crossing locations along the study roadways and at the study intersections, as well as the location of existing and planned future bicycle facilities. As detailed on Figure 2, sidewalks are currently provided along both sides of Beacon Street, Woodward Street, and

⁴MassDOT Traffic Volumes for the Commonwealth of Massachusetts; 2014 Weekday Seasonal Factors, Group 6 – Urban Arterials, Collectors and Rural Arterials.

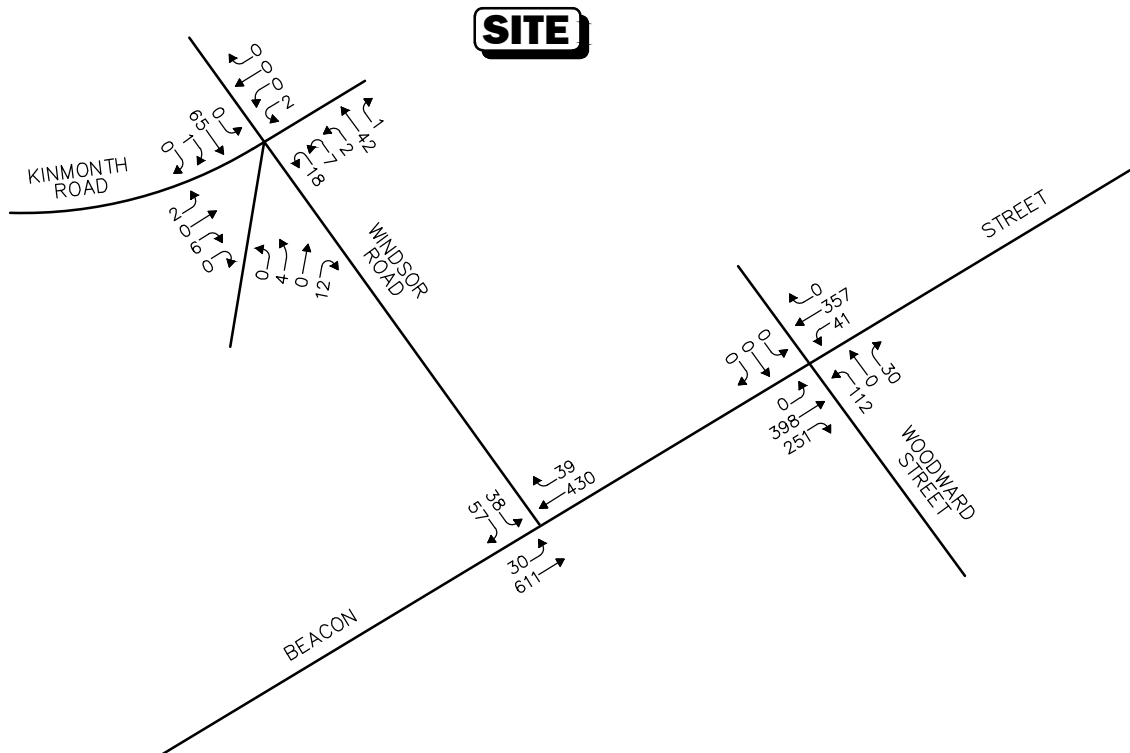
WEEKDAY MORNING PEAK HOUR

7:45 TO 8:45 AM



WEEKDAY EVENING PEAK HOUR

5:00 TO 6:00 PM



Note: Imbalances exist due to numerous curb cuts and side streets that are not shown.
Not To Scale

Figure 3

Windsor Road within the study area, with marked crosswalks provided for crossing Beacon Street (two (2) locations), Woodward Street and Windsor Road.

Formal bicycle facilities were not identified within the study area; however, Beacon Street and Woodward Street provide sufficient width (combined travel lane and shoulder) to support bicycle travel in a shared travelled-way configuration.⁵

PUBLIC TRANSPORTATION

Public transportation services are provided within the study area by the Massachusetts Bay Transportation Authority (MBTA). Waban Station on the D Branch of the MBTA Green Line subway system is located to the immediate south of the Project site and within an approximate 2-minute walking distance. The Green Line D Branch provides service between Riverside Station in Newton and Government Center Station in Boston, with connections to other Green Line Branches, MBTA subway lines and the Commuter Rail system provided in Boston. The MBTA Green Line subway system schedules and fare information are provided in the Appendix.

SPOT SPEED MEASUREMENTS

Vehicle travel speed measurements were performed on Beacon Street and Windsor Road in the vicinity of the Project site over a continuous 48-hour period (Wednesday through Thursday, inclusive) in conjunction with the ATR counts. Table 3 summarizes the vehicle travel speed measurements.

Table 3
VEHICLE TRAVEL SPEED MEASUREMENTS

	Beacon Street		Windsor Road	
	Northeast-bound	Southwest-bound	Northbound	Southbound
Mean Travel Speed (mph)	31	27	21	23
85 th Percentile Speed (mph)	35	30	26	26
Posted Speed Limit (mph)	30	30	-- ^a	-- ^a

^aSpeed limit is not posted.
mph = miles per hour.

As can be seen in Table 3, the mean (average) vehicle travel speed along Beacon Street in the vicinity of the Project site was found to be approximately 29 mph. The average measured 85th percentile vehicle travel speed, or the speed at which 85 percent of the observed vehicles traveled at or below, was found to be approximately 33 mph, which is 3 mph above the posted

⁵ A minimum combined travel lane and paved shoulder width of 14-feet is required to support bicycle travel in a shared travelled-way condition.

speed limit (30 mph). The 85th percentile speed is used as the basis of engineering design and in the evaluation of sight distances, and is often used in establishing posted speed limits.

The mean vehicle travel speed along Windsor Road in the vicinity of the Project site was found to be approximately 22 mph, with the average measured 85th percentile vehicle travel speed found to be approximately 26 mph. Given that a speed limit is not posted on Windsor Road, the “prima facie” speed limit pursuant to M.G.L. Chapter 90 Section 17 would be 30 mph given the nature of the abutting land use (thickly settled or business district).⁶

MOTOR VEHICLE CRASH DATA

Motor vehicle crash information for the study area intersections was provided by the MassDOT Highway Division Safety Management/Traffic Operations Unit for the most recent five-year period available (2010 through 2014, inclusive) in order to examine motor vehicle crash trends occurring within the study area. The data is summarized by intersection, type, severity, and day of occurrence, and presented in Table 4.

⁶The “prima facie” speed is defined in M.G.L. Chapter 90, Section 17, as the speed which would be deemed reasonable and proper to operate a motor vehicle.

Table 4
MOTOR VEHICLE CRASH DATA SUMMARY^a

	Beacon Street/ Windsor Road	Beacon Street/ Woodward Street	Windsor Road/ Kinmonth Road
Traffic Control Type: ^b	U	U	U
<i>Year:</i>			
2010	1	1	0
2011	1	1	0
2012	0	0	1
2013	2	0	0
<u>2014</u>	<u>0</u>	<u>1</u>	<u>0</u>
Total	4	3	1
Average	0.80	0.60	0.20
Rate ^c	0.16	0.12	0.30
MassDOT Crash Rate: ^d	0.58/0.56	0.58/0.56	0.58/0.56
Significant? ^e	No	No	No
<i>Type:</i>			
Angle	2	1	0
Rear-End	1	0	1
Head-On	0	0	0
Sideswipe	0	1	0
Fixed Object	0	0	0
Pedestrian/Bicycle	1	0	0
<u>Unknown/Other</u>	<u>0</u>	<u>1</u>	<u>0</u>
Total	4	3	1
<i>Day of Week:</i>			
Monday through Friday	4	3	1
Saturday	0	0	0
<u>Sunday</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	4	3	1
<i>Severity:</i>			
Property Damage Only	2	2	1
Personal Injury	2	1	0
<u>Fatality</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	4	3	1

^aSource: MassDOT Safety Management/Traffic Operations Unit records, 2010 through 2014.

^bTraffic Control Type: U = unsignalized; TS = traffic signal.

^cCrash rate per million vehicles entering the intersection.

^dStatewide/District crash rate.

^eThe intersection crash rate is significant if it is found to exceed the MassDOT crash rate for the MassDOT Highway Division District in which the Project is located (District 4).

As can be seen in Table 4, the study area intersections experienced an average of approximately one (1) reported motor vehicle crash per year over the five-year review period and were found to have a motor vehicle crash rate below both the MassDOT statewide and District averages for an unsignalized intersection for the MassDOT Highway Division District in which the intersections are located (District 4). A review of the MassDOT statewide High Crash Location List indicated that there were no locations within the study area that were included on MassDOT's Highway Safety Improvement Program (HSIP) listing. In addition, no fatal motor vehicle crashes were reported to have occurred at the study area intersections over the five-year review period. ***Based on a review of the MassDOT motor vehicle crash data, no discernible safety deficiencies were apparent at the study intersections.*** The detailed MassDOT Crash Rate Worksheets are provided in the Appendix.

FUTURE CONDITIONS

Traffic volumes in the study area were projected to the year 2023, which reflects a seven-year planning horizon consistent with MassDOT's *Transportation Impact Assessment (TIA) Guidelines*. Independent of the Project, traffic volumes on the roadway network in the year 2023 under No-Build conditions include all existing traffic and new traffic resulting from background traffic growth. Anticipated Project-generated traffic volumes superimposed upon the 2023 No-Build traffic volumes reflect 2023 Build traffic-volume conditions with the Project.

FUTURE TRAFFIC GROWTH

Future traffic growth is a function of the expected land development in the immediate area and the surrounding region. Several methods can be used to estimate this growth. A procedure frequently employed estimates an annual percentage increase in traffic growth and applies that percentage to all traffic volumes under study. The drawback to such a procedure is that some turning volumes may actually grow at either a higher or a lower rate at particular intersections.

An alternative procedure identifies the location and type of planned development, estimates the traffic to be generated, and assigns it to the area roadway network. This procedure produces a more realistic estimate of growth for local traffic; however, potential population growth and development external to the study area would not be accounted for in the resulting traffic projections.

To provide a conservative analysis framework, both procedures were used, the salient components of which are described below.

Specific Development by Others

The Planning Department of the City of Newton and was contacted and the project listing on the Planning Department website was consulted in order to determine if there were any projects planned within the study area that would have an impact on future traffic volumes at the study intersections. Based on this review, the following project was identified within the study area:

- ***Proposed Residential Development, 1521 Beacon Street, Newton, Massachusetts.*** This proposed project consists of the construction of two (2) single family homes and eight (8) townhouse style condominium units to be located at 1521 Beacon Street in Newton, Massachusetts.

Traffic volumes associated with the aforementioned specific development project by others was developed by using trip-generation information available from the ITE⁷ for the appropriate land use and was assigned onto the study area roadway network based on existing traffic patterns. No other developments were identified at this time that are expected to result in an increase in traffic within the study area beyond the general background traffic growth rate.

General Background Traffic Growth

Traffic-volume data compiled by MassDOT from permanent count stations and historic traffic counts in the area were reviewed in order to determine general background traffic growth trends. Based on a review of this data, a 1.0 percent per year compounded annual background traffic growth rate was used in order to account for future traffic growth and presently unforeseen development within the study area.

Roadway Improvement Projects

MassDOT and the City of Newton were contacted in order to determine if there were any planned future roadway improvement projects expected to be complete by 2023 within the study area. Based on these discussions, no roadway improvement projects aside from routine maintenance activities were identified to be planned within the study area at this time.

No-Build Traffic Volumes

The 2023 No-Build condition peak-hour traffic volumes were developed by applying the 1.0 percent per year compounded annual background traffic growth rate to the 2016 Existing peak-hour traffic volumes and then superimposing the peak-hour traffic volumes associated with the identified specific development project by others. The resulting 2023 No-Build weekday morning and evening peak-hour traffic volumes are shown on Figure 4.

PROJECT-GENERATED TRAFFIC

Design year (2023 Build) traffic volumes for the study area roadways were determined by estimating Project-generated traffic volumes and assigning those volumes on the study roadways. The following sections describe the methodology used to develop the anticipated traffic characteristics of the Project.

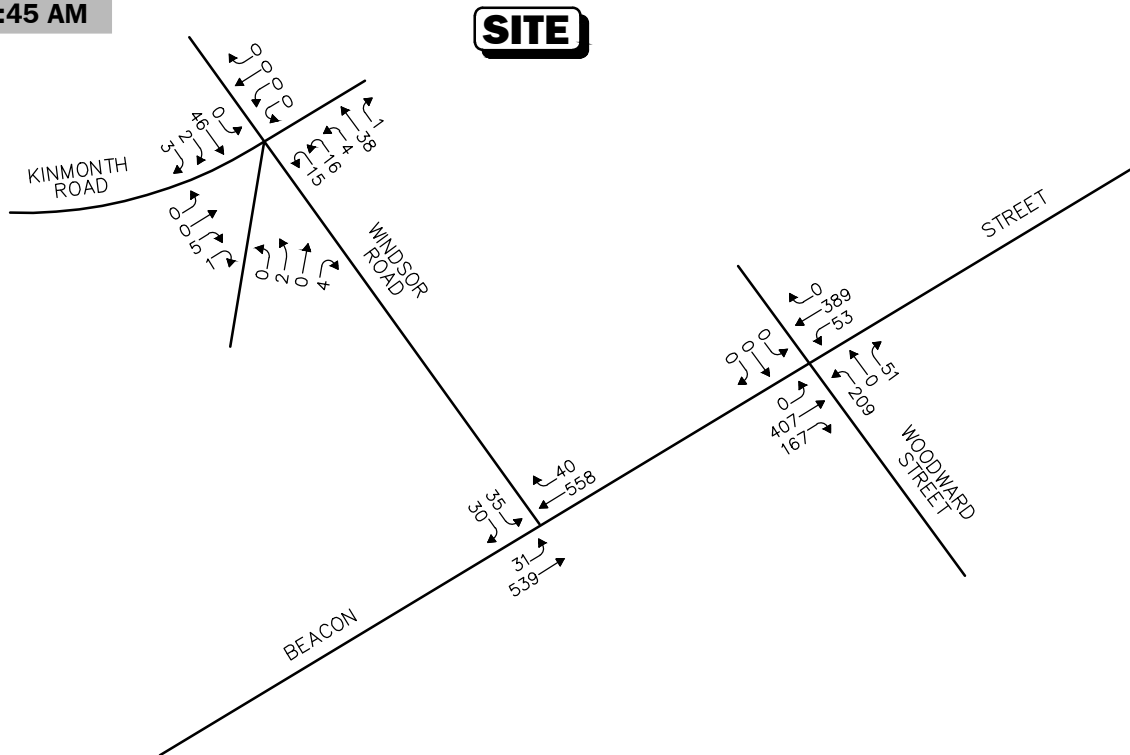
As proposed, the Project will entail the development of a 24-unit residential apartment community. In order to develop the traffic characteristics of the Project, trip-generation statistics published by the ITE⁸ for a similar land use as that proposed were used. ITE Land Use Code (LUC) 220, *Apartment*, with the independent variable of number of dwelling units equal to 24, was used to develop the traffic characteristics of the Project.

⁷Ibid 1

⁸Ibid 1.

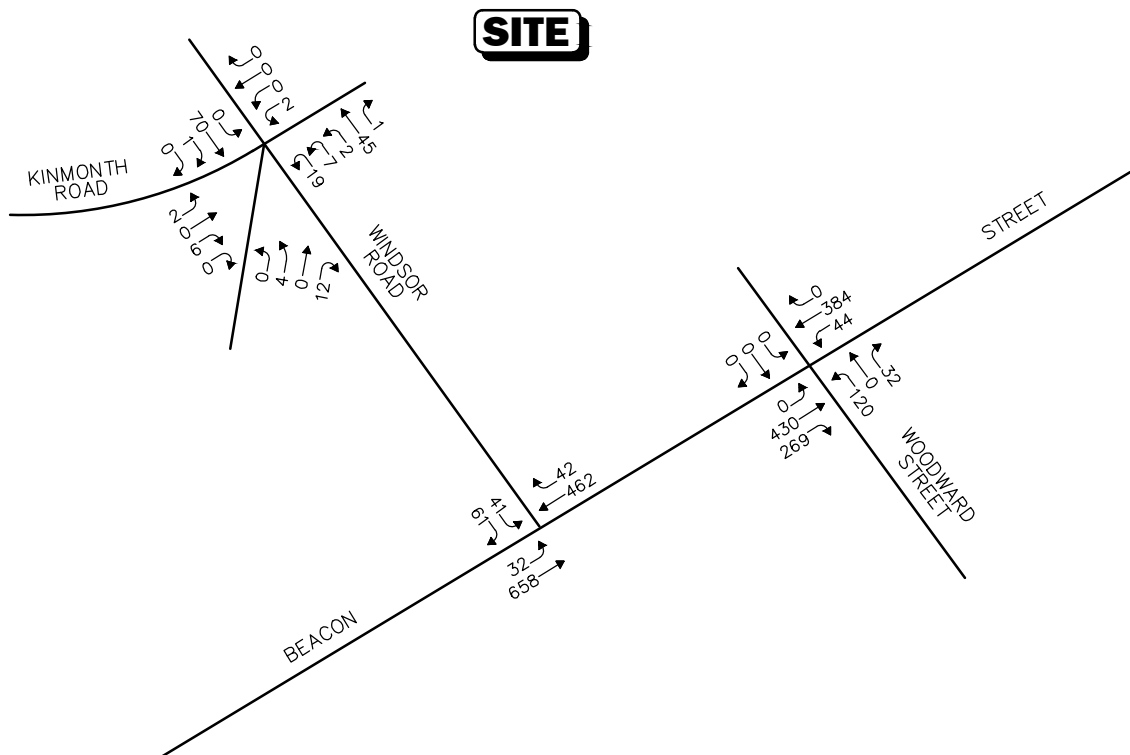
WEEKDAY MORNING PEAK HOUR

7:45 TO 8:45 AM



WEEKDAY EVENING PEAK HOUR

5:00 TO 6:00 PM



Note: Imbalances exist due to numerous curb cuts and side streets that are not shown.

Not To Scale

Figure 4



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**2023 No-Build
Peak Hour Traffic Volumes**

Given the proximity of the Project site to the Waban Station on the MBTA Green Line subway system, it is expected that a portion of the residents of the Project will use public transportation services, thereby reducing the volume of traffic that may be associated with the Project. In order to provide a conservative (high) analysis condition from which to assess the potential impact of the Project on the transportation infrastructure, a reduction was not applied to the base ITE traffic volume projections for the Project to reflect the use of available public transportation services.

Table 5 summarizes the anticipated traffic characteristics of the Project using the above methodology.

Table 5
TRIP GENERATION SUMMARY

Time Period/Direction	Vehicle Trips
	Proposed Residential Community (24 Units) ^a
<i>Average Weekday Daily:</i>	
Entering	80
<u>Exiting</u>	<u>80</u>
Total	160
<i>Weekday Morning Peak Hour:</i>	
Entering	2
<u>Exiting</u>	<u>10</u>
Total	12
<i>Weekday Evening Peak Hour:</i>	
Entering	10
<u>Exiting</u>	<u>5</u>
Total	15

^aBased on ITE LUC 220, *Apartment*.

Project-Generated Traffic Volume Summary

As can be seen in Table 5, the Project is predicted to generate approximately 160 vehicle trips on an average weekday (two-way, 24-hour volume, or 80 vehicles entering and 80 exiting), with 12 vehicle trips (2 vehicles entering and 10 exiting) expected during the weekday morning peak-hour and 15 vehicle trips (10 vehicles entering and 5 exiting) expected during the weekday evening peak-hour.

Trip Distribution and Assignment

The directional distribution of generated trips to and from the Project site was determined based on a review of Journey-to-Work data obtained from the U.S. Census for persons residing in the City of Newton and then refined based on existing traffic patterns within the study area during the commuter peak periods. This methodology is consistent with the residential nature of the Project

and commuter traffic patterns during the peak hours. The general trip distribution for the Project is graphically depicted on Figure 5. The additional traffic expected to be generated by the Project was assigned on the study area roadway network as shown on Figure 6.

FUTURE TRAFFIC VOLUMES - BUILD CONDITION

The 2023 Build condition traffic volumes consist of the 2023 No-Build traffic volumes with the additional traffic expected to be generated by the Project added to them. The 2023 Build weekday morning and evening peak-hour traffic volumes are graphically depicted on Figure 7.

A summary of peak-hour projected traffic-volume increases external to the study area that is the subject of this assessment is shown in Table 6. These volumes are based on the expected increases from the Project.

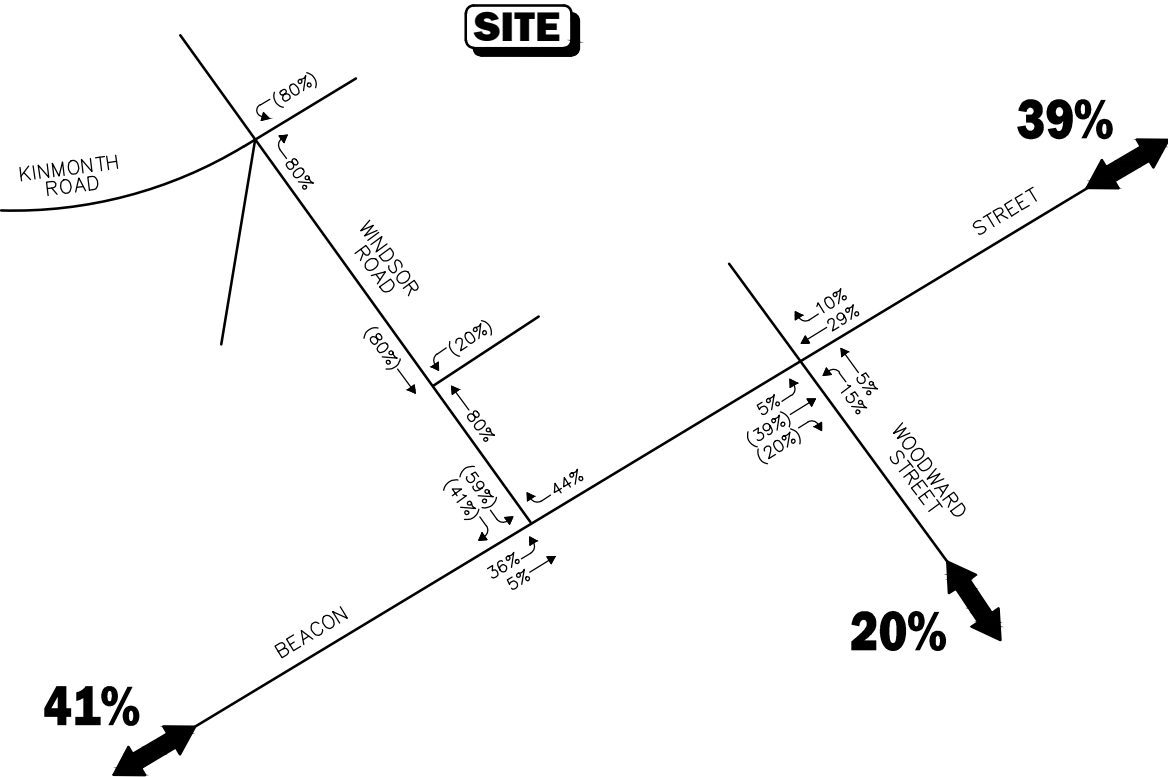
Table 6
PEAK-HOUR TRAFFIC-VOLUME INCREASES

Location/Peak Hour	2016 Existing	2023 No-Build	2023 Build	Traffic- Volume Increase Over No-Build	Percent Increase Over No-Build
<i>Beacon Street, northeast of Woodard Street:</i>					
Weekday Morning	836	900	905	5	0.6
Weekday Evening	826	890	896	6	0.7
<i>Beacon Street, southwest of Windsor Road:</i>					
Weekday Morning	1,077	1,158	1,163	5	0.4
Weekday Evening	1,128	1,213	1,219	6	0.5
<i>Woodward Street, south of Beacon Street:</i>					
Weekday Morning	448	480	482	2	0.4
Weekday Evening	434	465	468	3	0.6

As shown in Table 6, Project-related traffic-volume increases external to the study area relative to 2023 No-Build conditions are anticipated to range from 0.4 to 0.7 percent during the peak periods, with vehicle increases shown to range from 2 to 6 vehicles. ***Such increases are considered nominal when dispersed over the peak-hour and would not result in a material impact (increase) on motorist delays or vehicle queuing outside of the immediate study area that is the subject of this assessment. Further, the Project will result in fewer vehicle trips during the peak traffic volume periods than the former dental practice that operated at the Project site from 1985 to 2001, where the practitioners reported averaging between 35 and 40 patients per day.***

Legend:

XX	Entering
(XX)	Exiting



Not To Scale



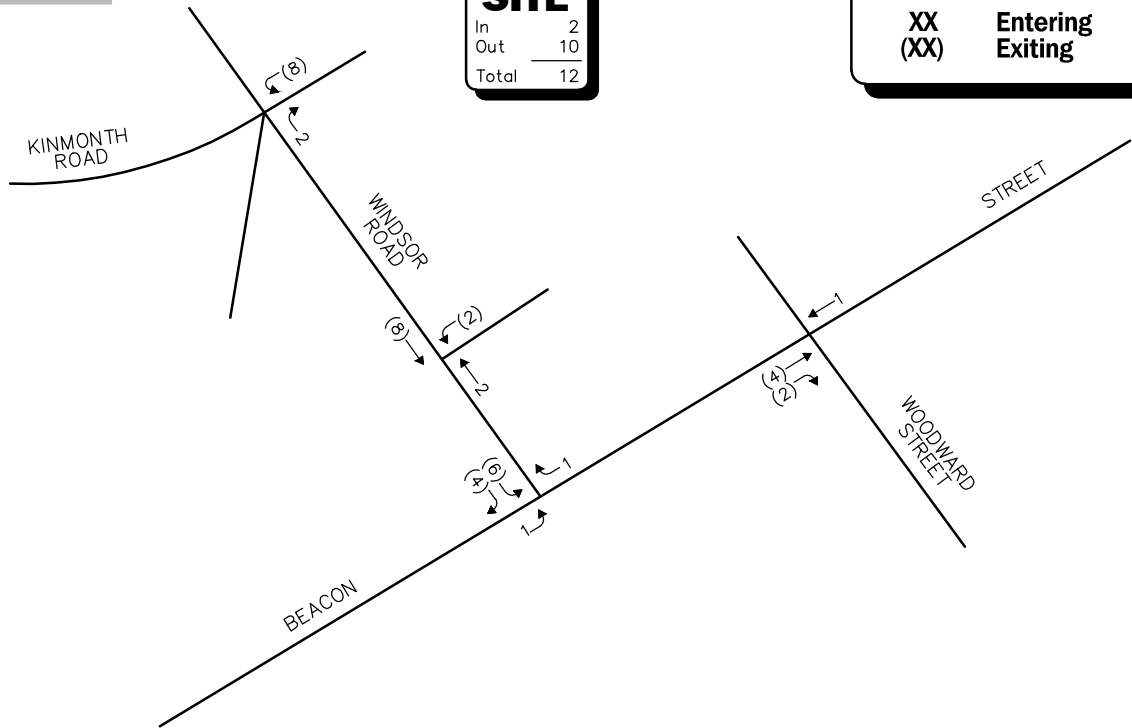
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Figure 5

Trip Distribution Map

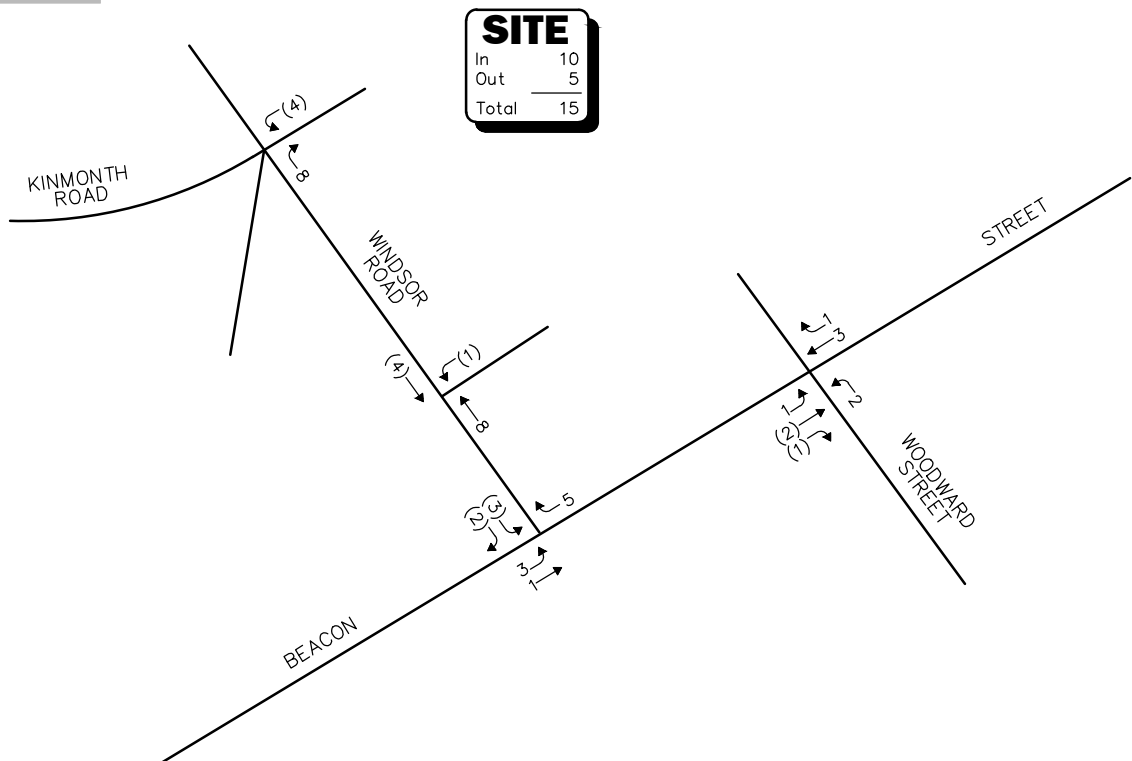
WEEKDAY MORNING PEAK HOUR

7:45 TO 8:45 AM



WEEKDAY EVENING PEAK HOUR

5:00 TO 6:00 PM



Not To Scale



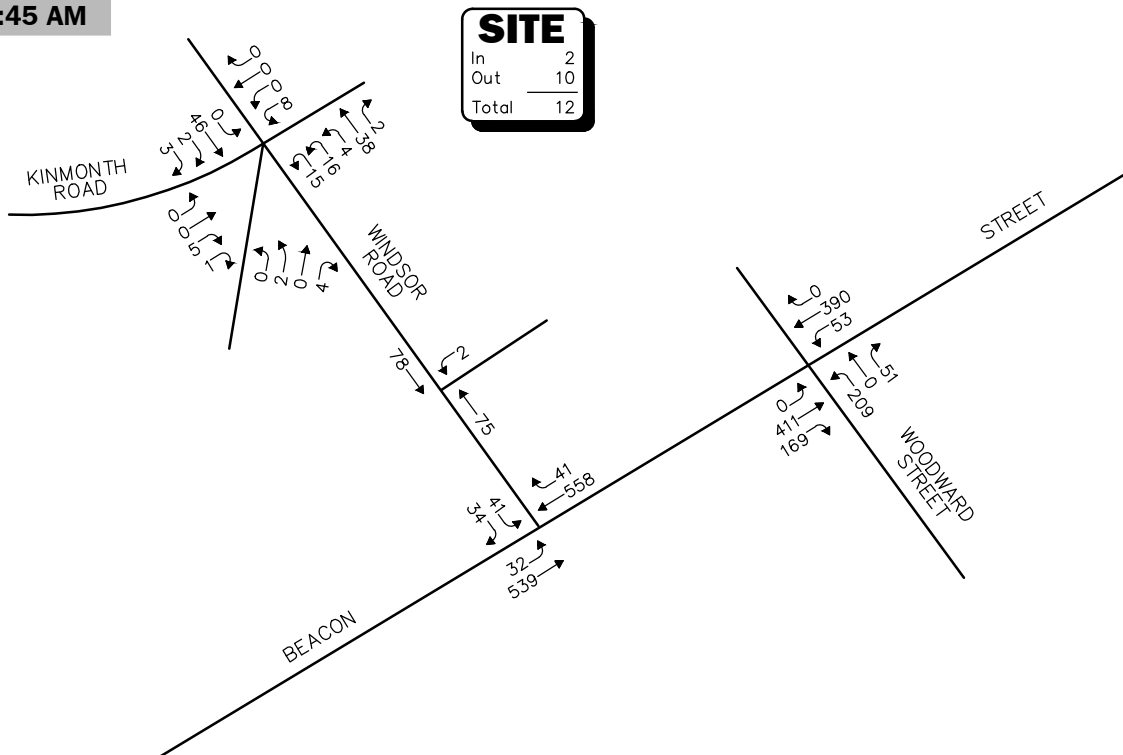
Vanasse & Associates, Inc.
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Figure 6

**Project-Generated
Peak Hour Traffic Volumes**

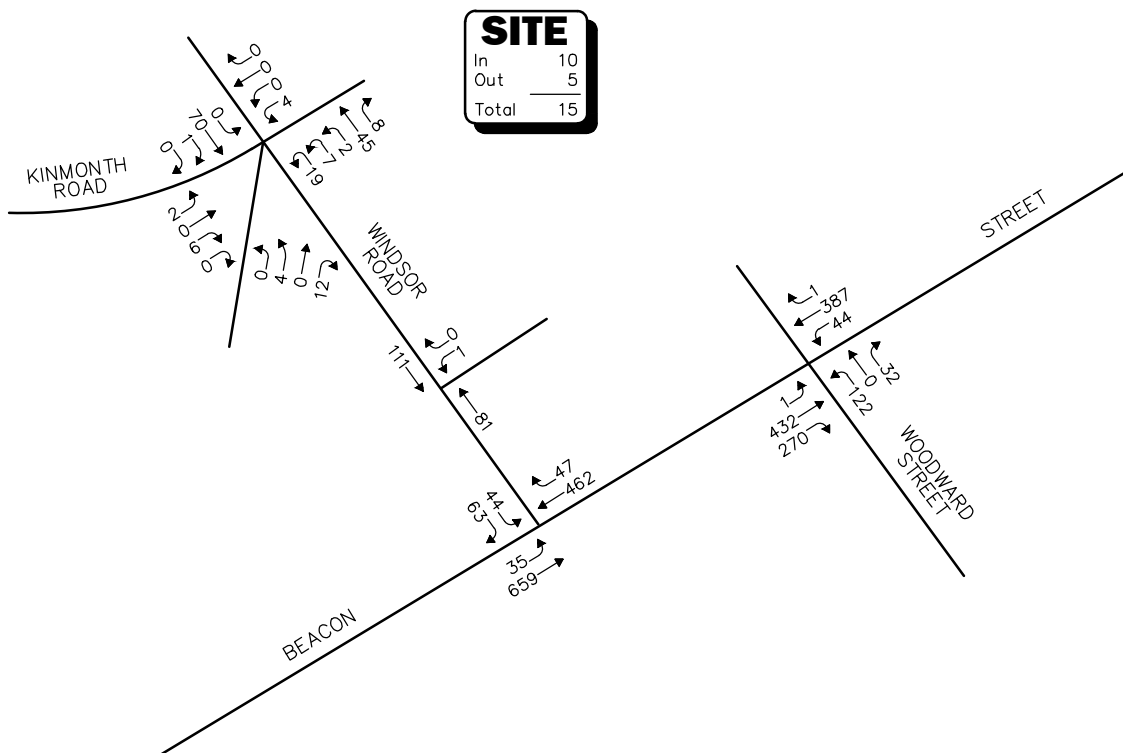
WEEKDAY MORNING PEAK HOUR

7:45 TO 8:45 AM



WEEKDAY EVENING PEAK HOUR

5:00 TO 6:00 PM



Note: Imbalances exist due to numerous curb cuts and side streets that are not shown.
Not To Scale

Figure 7

TRAFFIC OPERATIONS ANALYSIS

Measuring existing and future traffic volumes quantifies traffic flow within the study area. To assess quality of flow, roadway capacity and vehicle queue analyses were conducted under Existing, No-Build and Build traffic volume conditions. Capacity analyses provide an indication of how well the roadway facilities serve the traffic demands placed upon them, with vehicle queue analyses providing a secondary measure of the operational characteristics of an intersection or section of roadway under study.

METHODOLOGY

Levels of Service

A primary result of capacity analyses is the assignment of level of service to traffic facilities under various traffic-flow conditions.⁹ The concept of level of service is defined as a qualitative measure describing operational conditions within a traffic stream and their perception by motorists and/or passengers. A level-of-service definition provides an index to quality of traffic flow in terms of such factors as speed, travel time, freedom to maneuver, traffic interruptions, comfort, convenience, and safety.

Six levels of service are defined for each type of facility. They are given letter designations from A to F, with level-of-service (LOS) A representing the best operating conditions and LOS F representing congested or constrained operating conditions.

Since the level of service of a traffic facility is a function of the traffic flows placed upon it, such a facility may operate at a wide range of levels of service, depending on the time of day, day of week, or period of year.

⁹The capacity analysis methodology is based on the concepts and procedures presented in the *Highway Capacity Manual*; Transportation Research Board; Washington, DC; 2010.

Unsignalized Intersections

The six levels of service for unsignalized intersections may be described as follows:

- *LOS A* represents a condition with little or no control delay to minor street traffic.
- *LOS B* represents a condition with short control delays to minor street traffic.
- *LOS C* represents a condition with average control delays to minor street traffic.
- *LOS D* represents a condition with long control delays to minor street traffic.
- *LOS E* represents operating conditions at or near capacity level, with very long control delays to minor street traffic.
- *LOS F* represents a condition where minor street demand volume exceeds capacity of an approach lane, with extreme control delays resulting.

The levels of service of unsignalized intersections are determined by application of a procedure described in the 2010 *Highway Capacity Manual*.¹⁰ Level of service is measured in terms of average control delay. Mathematically, control delay is a function of the capacity and degree of saturation of the lane group and/or approach under study and is a quantification of motorist delay associated with traffic control devices such as traffic signals and STOP signs. Control delay includes the affects of initial deceleration delay approaching a STOP sign, stopped delay, queue move-up time, and final acceleration delay from a stopped condition. Definitions for level of service at unsignalized intersections are also given in the 2010 *Highway Capacity Manual*. Table 7 summarizes the relationship between level of service and average control delay for two way stop controlled and all-way stop controlled intersections.

Table 7
LEVEL-OF-SERVICE CRITERIA FOR
UNSIGNALIZED INTERSECTIONS^a

Level-Of-Service by Volume-to-Capacity Ratio		Average Control Delay (Seconds Per Vehicle)
$v/c \leq 1.0$	$v/c > 1.0$	
A	F	≤ 10.0
B	F	10.1 to 15.0
C	F	15.1 to 25.0
D	F	25.1 to 35.0
E	F	35.1 to 50.0
F	F	> 50.0

^aSource: *Highway Capacity Manual*; Transportation Research Board; Washington, DC; 2010; page 19-2.

¹⁰*Highway Capacity Manual*; Transportation Research Board; Washington, DC; 2010.

Vehicle Queue Analysis

Vehicle queue analyses are a direct measurement of an intersection's ability to process vehicles under various traffic control and volume scenarios and lane use arrangements. The vehicle queue analysis was performed using the Synchro™ intersection capacity analysis software which is based upon the methodology and procedures presented in the 2010 *Highway Capacity Manual*. The Synchro™ vehicle queue analysis methodology is a simulation based model which reports the number of vehicles that experience a delay of six seconds or more at an intersection. For signalized intersections, Synchro™ reports both the average (50th percentile) the 95th percentile vehicle queue. For unsignalized intersections, Synchro™ reports the 95th percentile vehicle queue. Vehicle queue lengths are a function of the capacity of the movement under study and the volume of traffic being processed by the intersection during the analysis period. The 95th percentile vehicle queue is the vehicle queue length that will be exceeded only 5 percent of the time, or approximately three minutes out of sixty minutes during the peak one hour of the day (during the remaining fifty-seven minutes, the vehicle queue length will be less than the 95th percentile queue length).

ANALYSIS RESULTS

Level-of-service and vehicle queue analyses were conducted for 2016 Existing, 2023 No-Build and 2023 Build conditions for the intersections within the study area. The results of the intersection capacity and vehicle queue analyses are summarized in Table 8. The detailed analysis results are presented in the Appendix.

As can be seen in Table 8, with the exception of the Woodward Street approach to Beacon Street, all movements at the study area intersections were shown to operate at LOS D or better during both the weekday morning and evening peak hours under 2016 Existing, 2023 No-Build and 2023 Build conditions, where an LOS of “D” or better is generally defined as “acceptable” operating conditions. Project-related impacts were identified as follows:

Beacon Street/Windsor Road – Minor increase in motorist delay (approximately 3.9 seconds) over No-Build conditions with no change in LOS and a minor increase in vehicle queuing (approximately 1 vehicle) predicted to occur.

Beacon Street/Woodward Street – Minor increase in motorist delay (approximately 4.0 seconds) over No-Build conditions with no change in LOS and a negligible increase in vehicle queuing predicted to occur. We note that the Woodward Street approach was found to be operating at or over capacity (LOS E or F, respectively) under 2016 Existing conditions during both the weekday morning and evening peak hours independent of the Project.

Windsor Road/Kinmonth Road/Project Garage Driveway – All movements at this intersection were shown to operate at LOS B or better under 2016 Existing, 2023 No-Build and 2023 Build conditions during both the weekday morning and evening peak hours with no residual vehicle queuing predicted.

Windsor Road/South Project Site Driveway - All movements at the Project site driveway intersection with Windsor Road were shown to operate at LOS A during both the weekday morning and evening peak hours with no residual vehicle queuing predicted. That being said, given the proximity of the Project site driveway to the Windsor Road/Beacon Street intersection, operating conditions for vehicles exiting the driveway will be influenced by vehicle queuing on

the Windsor Street approach, which was reported to operate at LOS D during both the weekday morning and evening peak hours under 2023 Build conditions with a predicted vehicle queue of 2 to 3 vehicles.

Table 8
UNSIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY

Unsignalized Intersection/Peak Hour/Movement	2016 Existing				2023 No-Build				2023 Build			
	Demand ^a	Delay ^b	LOS ^c	Queue ^d 95 th	Demand	Delay	LOS	Queue 95 th	Demand	Delay	LOS	Queue 95 th
<i>Beacon Street at Windsor Road</i>												
<i>Weekday Morning:</i>												
Beacon Street EB LT/TH	531	0.5	A	0	570	0.5	A	1	571	0.5	A	0
Beacon Street WB TH/RT	555	0.0	A	0	598	0.0	A	0	599	0.0	A	0
Windsor Road SB LT/RT	61	25.7	D	2	65	30.9	D	2	75	34.8	D	3
<i>Weekday Evening:</i>												
Beacon Street EB LT/TH	641	0.4	A	0	690	0.4	A	0	694	0.4	A	0
Beacon Street WB TH/RT	469	0.0	A	0	504	0.0	A	0	509	0.0	A	0
Windsor Road SB LT/RT	95	22.5	C	2	102	26.6	D	2	107	28.3	D	2
<i>Beacon Street at Woodward Street and the Project Site Driveway</i>												
<i>Weekday Morning:</i>												
Beacon Street EB LT/TH/RT	535	0.0	A	0	574	0.0	A	0	580	0.0	A	0
Beacon Street WB LT/TH/RT	409	1.1	A	0	442	1.1	A	0	443	1.1	A	0
Woodward Street NB LT/TH/RT	243	86.2	F	10	260	149.5	F	14	260	153.2	F	14
Project Site Driveway SB LT/TH/RT	0	0.0	A	0	0	0.0	A	0	0	--	--	--
<i>Weekday Evening:</i>												
Beacon Street EB LT/TH/RT	649	0.0	A	0	699	0.0	A	0	703	0.0	A	0
Beacon Street WB LT/TH/RT	398	1.0	A	0	428	1.0	A	0	432	1.0	A	0
Woodward Street NB LT/TH/RT	142	39.2	E	4	152	56.7	F	6	154	60.7	F	6
Project Site Driveway SB LT/TH/RT	0	0.0	A	0	0	0.0	A	0	--	--	--	--

See notes at end of table.

Table 8 (Continued)**UNSIGNALIZED INTERSECTION LEVEL-OF-SERVICE AND VEHICLE QUEUE SUMMARY**

Unsignalized Intersection/Peak Hour/Movement	2016 Existing				2023 No-Build				2023 Build			
	Demand ^a	Delay ^b	LOS ^c	Queue ^d 95 th	Demand	Delay	LOS	Queue 95 th	Demand	Delay	LOS	Queue 95 th
<i>Windsor Road at Kinmonth Road and the Project Garage Driveway</i>												
<i>Weekday Morning:</i>												
Kinmonth Road EB LT/TH/RT	11	9.2	B	0	11	9.2	A	0	11	9.2	A	0
Project Garage Drive WB LT/TH/RT	0	0.0	A	0	0	0.0	A	0	8	10.2	B	0
Windsor Road NB LT/TH/RT	70	3.6	A	0	74	3.6	A	0	75	3.6	A	0
Windsor Road SB LT/TH/RT	48	0.0	A	0	51	0.0	A	0	51	0.0	A	0
<i>Weekday Evening:</i>												
Kinmonth Road EB LT/TH/RT	24	9.2	A	0	24	9.2	A	0	24	9.3	A	0
Project Garage Drive WB LT/TH/RT	2	10.2	B	0	2	10.3	B	0	4	10.4	B	0
Windsor Road NB LT/TH/RT	70	2.9	A	0	74	2.9	A	0	81	2.9	A	0
Windsor Road SB LT/TH/RT	66	0.0	A	0	71	0.0	A	0	71	0.0	A	0
<i>Windsor Road at the South Project Site Driveway</i>												
<i>Weekday Morning:</i>												
South Project Site Driveway WB LT/RT	--	--	--	--	--	--	--	--	2	9.4	A	0
Windsor Road NB TH	--	--	--	--	--	--	--	--	75	0.0	A	0
Windsor Road SB TH	--	--	--	--	--	--	--	--	78	0.0	A	0
<i>Weekday Evening:</i>												
South Project Site Driveway WB LT/RT	--	--	--	--	--	--	--	--	1	9.6	A	0
Windsor Road NB TH	--	--	--	--	--	--	--	--	81	0.0	A	0
Windsor Road SB TH	--	--	--	--	--	--	--	--	111	0.0	A	0

^aDemand in vehicles per hour.^bAverage control delay per vehicle (in seconds).^cLevel-of-Service.^dQueue length in vehicles.

NB = northbound; SB = southbound; EB = eastbound; WB = westbound; SEB = southeastbound; LT = left-turning movements; TH = through movements; RT = right-turning movements.

SIGHT DISTANCE EVALUATION

Sight distance measurements were performed at the Project site driveway intersections with Winsor Road in accordance with MassDOT and American Association of State Highway and Transportation Officials (AASHTO)¹¹ requirements. Both stopping sight distance (SSD) and intersection sight distance (ISD) measurements were performed. In brief, SSD is the distance required by a vehicle traveling at the design speed of a roadway, on wet pavement, to stop prior to striking an object in its travel path. ISD or corner sight distance (CSD) is the sight distance required by a driver entering or crossing an intersecting roadway to perceive an on-coming vehicle and safely complete a turning or crossing maneuver with on-coming traffic. In accordance with AASHTO standards, if the measured ISD is at least equal to the required SSD value for the appropriate design speed, the intersection can operate in a safe manner. Table 9 presents the measured SSD and ISD at the subject intersections.

¹¹ *A Policy on Geometric Design of Highway and Streets*, 6th Edition; American Association of State Highway and Transportation Officials (AASHTO); Washington D.C.; 2011.

Table 9
SIGHT DISTANCE MEASUREMENTS^a

Intersection/Sight Distance Measurement	Feet		
	Required Minimum (SSD)	Desirable (ISD) ^b	Measured
<i>Windsor Road and Kinmonth Road at the Project Garage Driveway</i>			
<i>Stopping Sight Distance:</i>			
Windsor Road approaching from the north	200	--	266
Windsor Road approaching from the south	115	--	174 ^d
<i>Intersection Sight Distance:</i>			
Looking to the north from the Project Site Driveway	200	195/225	117/239 ^c
Looking to the south from the Project Site Driveway	115	195/225	51/174 ^c
<i>Windsor Road at the South Project Site Driveway</i>			
<i>Stopping Sight Distance:</i>			
Windsor Road approaching from the north	200	--	237
Windsor Road approaching from the south	80	--	95 ^d
<i>Intersection Sight Distance:</i>			
Looking to the north from the South Project Site Driveway	200	145/170	129/220 ^c
Looking to the south from the South Project Site Driveway	80	145/170	95 ^d

^aRecommended minimum values obtained from *A Policy on Geometric Design of Highways and Streets*, 6th Edition; American Association of State Highway and Transportation Officials (AASHTO); 2011; and based on a 30 mph approach speed on Windsor Road approaching both driveways from the north, a 15 mph speed approaching the south driveway from the south and a 20 mph approach speed approaching the garage driveway from the south.

^bValues shown are the intersection sight distance for a vehicle turning right/left exiting a roadway under STOP control such that motorists approaching the intersection on the major street should not need to adjust their travel speed to less than 70 percent of their initial approach speed.

^cWith trimming of vegetation adjacent to the Project site driveway.

^dClear line of sight is provided to/from Beacon Street

^eSight line that is available with driver positioned 7-10 feet from the edge of roadway (from within the sidewalk area); clear line of sight is provided to/from Beacon Street with the removal of parking adjacent to and south of the driveway.

As can be seen in Table 9, lines of sight at the Project site driveway intersections with Windsor Road were found to exceed or could be made to meet or exceed the recommended minimum sight distance for safe operation (SSD) based on the appropriate approach speed along Windsor Road. Vehicles approaching the Project site driveways from the south on Windsor Road will be transitioning (turning) from Beacon Street and will be travelling at speeds of 20 mph or less, conditions that are reflected in Table 9. Approach speeds of up to 30 mph (the “prima facie” speed limit) were assumed approaching the driveways from the north, which is slightly in excess of the measured 85th percentile vehicle travel speed (26 mph).

As noted in Table 9, lines of sight exiting the Project site driveways were found to be partially obscured by on-street parking adjacent to the driveways; however, sight lines improved when the vehicle was positioned within the sidewalk area, typical of driveway exit maneuvers in an urban area with on-street parking. That being said, with the construction of the Project, the City should consider restricting parking adjacent to the Project site driveways in order to provide the requisite sight lines and to facilitate emergency vehicle access to the Project.

CONCLUSIONS AND RECOMMENDATIONS

CONCLUSIONS

VAI has completed a detailed assessment of the potential impacts on the transportation infrastructure associated with the proposed development of a 24-unit residential apartment community to be located at 1615 Beacon Street in Newton, Massachusetts. The following specific areas have been evaluated as they relate to the Project: i) access requirements; ii) potential off-site improvements; and iii) safety considerations; under existing and future conditions, both with and without the Project. Based on this assessment, we have concluded the following with respect to the Project:

1. Using trip-generation statistics published by the ITE,¹² the Project is predicted to generate approximately 160 vehicle trips on an average weekday (two-way, 24-hour volume), with 12 vehicle trips expected during the weekday morning peak-hour and 15 vehicle trips expected during the weekday evening peak-hour;
2. The Project will not have a significant impact (increase) on motorist delays or vehicle queuing over Existing or anticipated future conditions without the Project (No-Build conditions);
3. No apparent safety deficiencies were noted with respect to the motor vehicle crash history at the study intersections; and
4. Lines of sight to and from the Project site driveway intersections with Windsor Road were found to exceed or could be made to meet or exceed the required minimum distance for the intersections to function in a safe manner based on the appropriate approach speed along Windsor Road and with consideration of the urban environment in which the Project site is located.

In consideration of the above, we have concluded that the Project can be accommodated within the confines of the existing transportation infrastructure in a safe and efficient manner with implementation of the recommendations that follow.

¹²Ibid 1.

RECOMMENDATIONS

A detailed transportation improvement program has been developed that is designed to provide safe and efficient access to the Project site and address any deficiencies identified at off-site locations evaluated in conjunction with this study. The following improvements have been recommended as a part of this evaluation and, where applicable, will be completed in conjunction with the Project subject to receipt of all necessary rights, permits, and approvals.

Project Access

Access to the Project site will be provided by way of three (3) driveways as follows: an existing full access driveway that will be converted to a one-way entrance-only driveway and is located off Beacon Street opposite Woodward Street; a new exit-only driveway that will intersect the east side of Windsor Road approximately 115 feet north of Beacon Street; and a new driveway to be located off Windsor Road opposite Kinmonth Road that will serve the proposed parking garage. The following recommendations are offered with respect to the design and operation of the Project site driveways:

- The Project site driveways should be a minimum of 20-feet in width or as required by the City of Newton Fire Department to accommodate the turning and maneuvering requirements of the largest anticipated responding emergency vehicle.
- The one-way Project site driveways should include appropriate signs (ONE-WAY, DO NOT ENTER, etc.) and pavement markings to reinforce the one-way operation of the driveways.
- Vehicles exiting the Project site should be placed under STOP-sign control.
- All signs and pavement markings to be installed within the Project site shall conform to the applicable standards of the *Manual on Uniform Traffic Control Devices* (MUTCD).¹³
- Sidewalks should and have been provided within the Project site linking the existing/proposed buildings to the sidewalk infrastructure along Windsor Road and Beacon Street.
- Pedestrian crossings of the Project site driveways and those internal to the Project site should be designed and constructed in accordance with the requirements of the Americans with Disabilities Act (ADA).
- Snow windrows along the Project site frontage on Windsor Road and Beacon Street within the sight triangle areas of the Project site driveways shall be promptly removed where such accumulations would exceed 2.5 feet in height.
- The City should consider prohibiting on-street parking within 20 feet on either side of the Project site driveways on Windsor Road in order to provide and maintain the required lines of sight for the driveways to operate in a safe manner and to accommodate emergency vehicle access.
- Existing vegetation located within the public right-of-way or on the Project site along the east side of Windsor Road and within the sight triangle areas of the Project site driveways

¹³Ibid 2.

should be trimmed and/or removed in order to provide and maintain the required lines of sight to/from the Project site driveways.

- Signs and landscaping to be installed along the Project site driveways, internal to the Project site and at the Project site driveway intersections with Windsor Road and Beacon Street should be designed and maintained so as not to restrict lines of sight.

Transportation Demand Management

The Project site is ideally situated to take advantage of available public transportation opportunities, including the Massachusetts Bay Transportation Authority (MBTA) Green Line subway service at Waban Station which is located within an approximate 2-minute walking distance of the Project site. In an effort to encourage use of alternative modes of transportation to single-occupant vehicles, the following Transportation Demand Management (TDM) measures will be implemented as a part of the Project:

- Information regarding public transportation services, maps, schedules and fare information will be posted in a central location;
- A “welcome packet” will be provided to new residents of the Project detailing available public transportation services, bicycle and walking alternatives, and commuter options available through MassRIDES’ and their NuRide program which rewards individuals that choose to walk, bicycle, carpool, vanpool or that use public transportation to travel to and from work;
- Residents will be made aware of the Emergency Ride Home (ERH) program available through MassRIDES, which reimburses employees of a participating MassRIDES employer partner worksite that is registered for ERH and that carpool, take transit, bicycle, walk or vanpool to work;
- Pedestrian accommodations have been incorporated within the Project site consisting of sidewalks and pedestrian paths linking buildings and parking to on-site amenities and the sidewalk infrastructure along Windsor Road and Beacon Street;
- A mail drop will be provided in a central location; and
- Secure bicycle parking will be provided, including both exterior bicycle racks adjacent to building entrances and weather protected bicycle parking in a secure area within the parking garage.

Off-Site

Beacon Street Pedestrian Crossing Improvements

In order to enhance the safety of pedestrians crossing the Beacon Street/Windsor Road and Beacon Street/Woodward Street intersections, the following improvements should be considered:

1. Add curblane extensions (bump-outs) along the south side of Beacon Street at the two (2) crosswalks with accompanying ADA compliant wheelchair ramps in order to shorten pedestrian crossing distances and to position pedestrians so that they are visible to approaching motorists; and

2. Install advance pedestrian crossing warning signs (W11-2 and W16-9P) on the Beacon Street approaches to Woodward Street and Windsor Road, respectively.

In addition, consideration should be given to replacing the crosswalks with colored inlayed thermoplastic in order to improve the visibility of the crossings and to increase the lifespan of the markings. This improvement would be implemented if and when the City repaves Beacon Street as it would entail the milling of the pavement surface.

Windsor Road at Kinmonth Road

In order to enhance safety and more clearly define the vehicular right-of-way at the Windsor Road/Kinmonth Road intersection, consideration should be given to extending the curbline along the west side of Windsor Road to the north through the use of pavement markings or curbing to better define the southwest corner of the intersection and to separate the proximate parking lot from the intersection. In addition, this improvement would shorten the Kinmonth Road pedestrian crossing and could allow for the installation of a STOP-sign and accompanying STOP-line on the Kinmonth Road approach to Windsor Road.

With implementation of the above recommendations, safe and efficient access will be provided to the Project site and the Project can be accommodated within the confines of the existing and improved transportation system.

WABAN DEVELOPMENT

1615 BEACON STREET, NEWTON MA

DESIGN DEVELOPMENT

MARCH 02, 2016



EMBARC STUDIO
ARCHITECTURAL DESIGN



WABAN DEVELOPMENT
1615 BEACON STREET, NEWTON MA

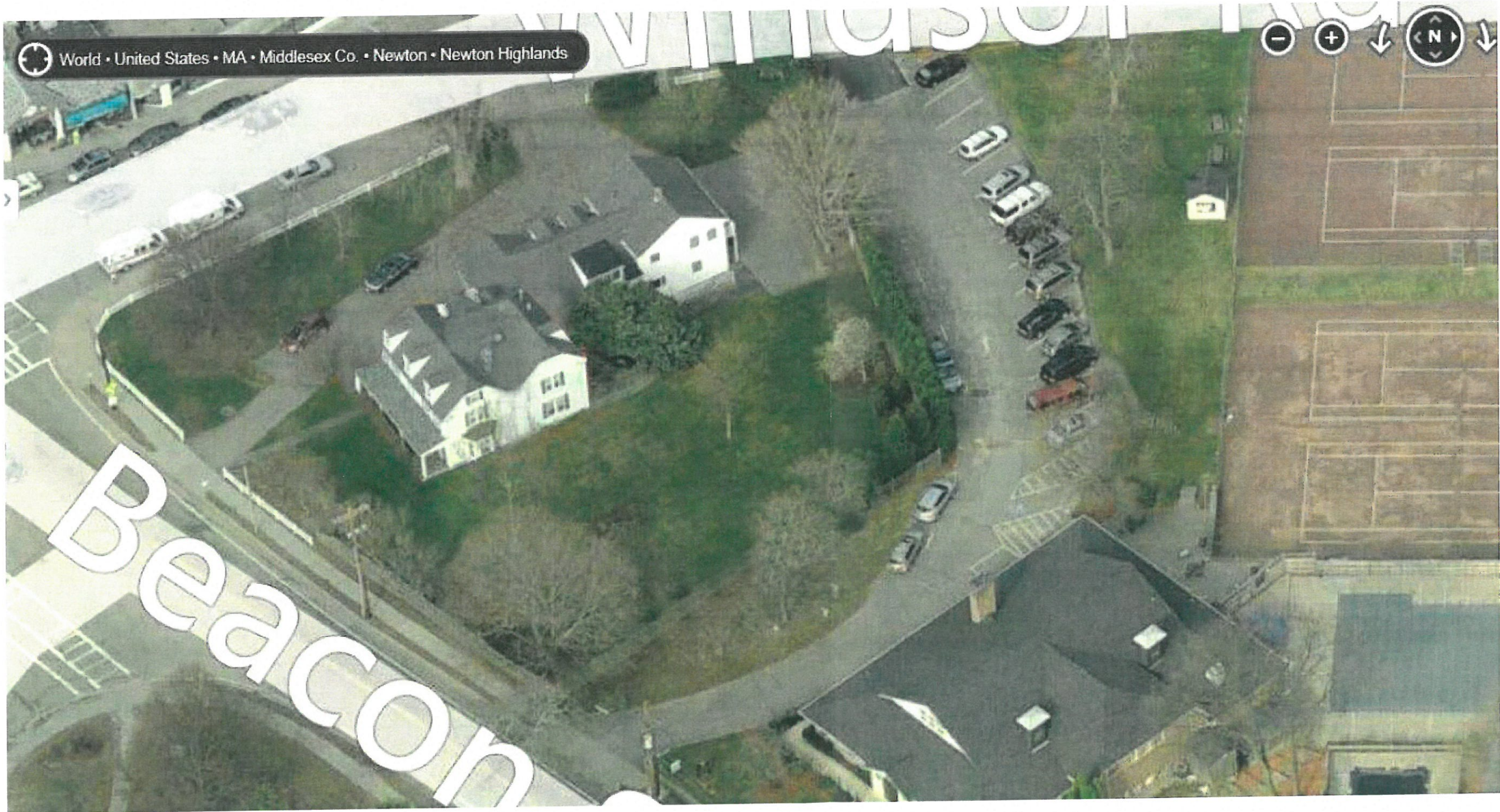
DESIGN DEVELOPMENT
JULY 25, 2016

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DRAWING INFORMATION	
ISSUE:	DESIGN DEVELOPMENT
DATE:	JULY 25, 2016
PROJECT #	1544
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SCALE:	

DRAWING TITLE
AERIAL MAP

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1.1



ARCHITECT
EMBARC

40 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com

OWNER
CHARLES AGGOURAS

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1615 BEACON STREET, NEWTON MA
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JULY 25, 2016

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1615 BEACON STREET, NEWTON MA
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STREET VIEW

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1.3

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VIEW FROM BEACON AND WINDSOR



VIEW FROM BEACON



VIEW FROM WINDSOR



EXISTING HOME - EAST FACADE



EXISTING HOME - BEACON STREET FACADE

ARCHITECT
EMBARC
60 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com

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CHARLES AGGOURAS

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JULY 25, 2016

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ISSUE:	DESIGN DEVELOPMENT
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VIEWS OF
EXISTING HOME

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EXISTING HOME CIRCA 1950



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EMBARC
 40 K STREET, THIRD FLOOR
 BOSTON, MA 02210
 617.766.8330
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SCALE:

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**HISTORIC
 PHOTOS**

DRAWING NUMBER
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89 WYMAN STREET



1601 BEACON STREET - WINDSOR CLUB



1651-1625 BEACON STREET

ARCHITECT
EMBARC
40 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com

OWNER
CHARLES AGGOURAS

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1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

REVISIONS

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ISSUE: DESIGN DEVELOPMENT

DATE: JULY 25, 2016

PROJECT #: 1564

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CONTEXT

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WEST FACADE



SOUTH FACADE

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PROJECT #	154
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SCALE:	

DRAWING TITLE
A E ANGIER
ELEMENTARY

DRAWING NUMBER
1.7



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9/2/2016 2:35:59 PM Author

ARCHITECT
EMBARC
ARCHITECTURE DESIGN
60 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com

OWNER
CHARLES AGGOURAS

WABAN DEVELOPMENT
1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

REVISIONS

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PROJECT # 1564
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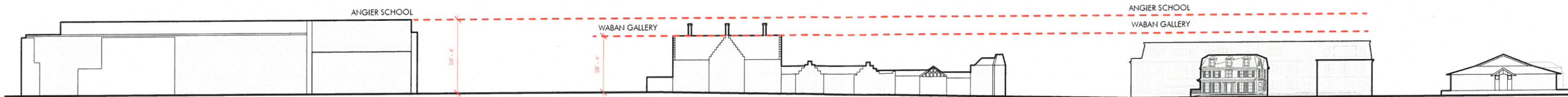
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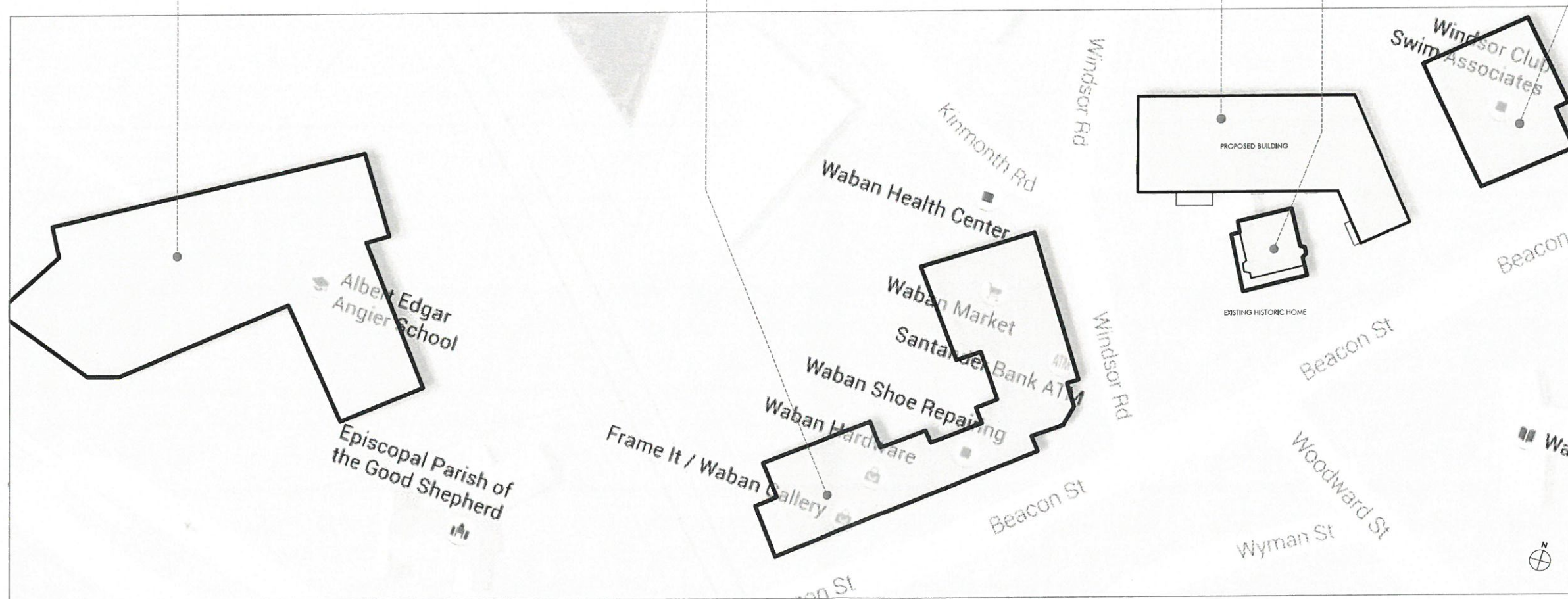
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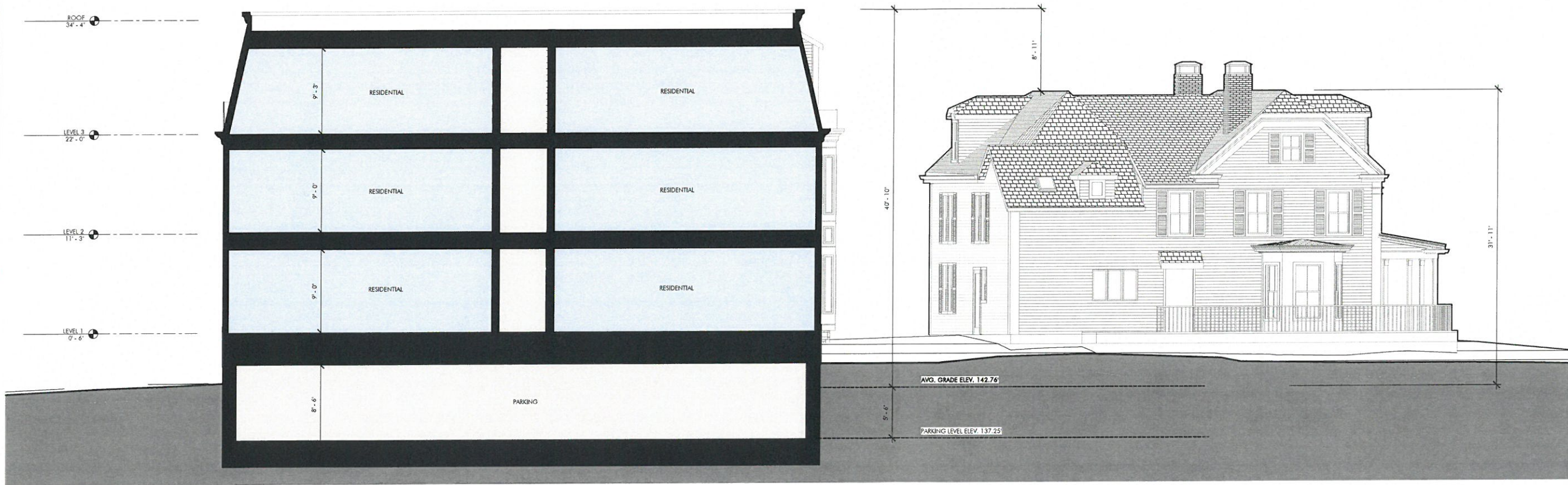
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1 SECTION ELEVATION
1/32" = 1'-0"



2 CONTEXT PLAN - BEACON STREET



1 PROPOSED BUILDING SECTION ELEVATION
3/16" = 1'-0"

ARCHITECT
EMBARC
ARCHITECTURE DESIGN
40 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com
OWNER
CHARLES AGGOURAS

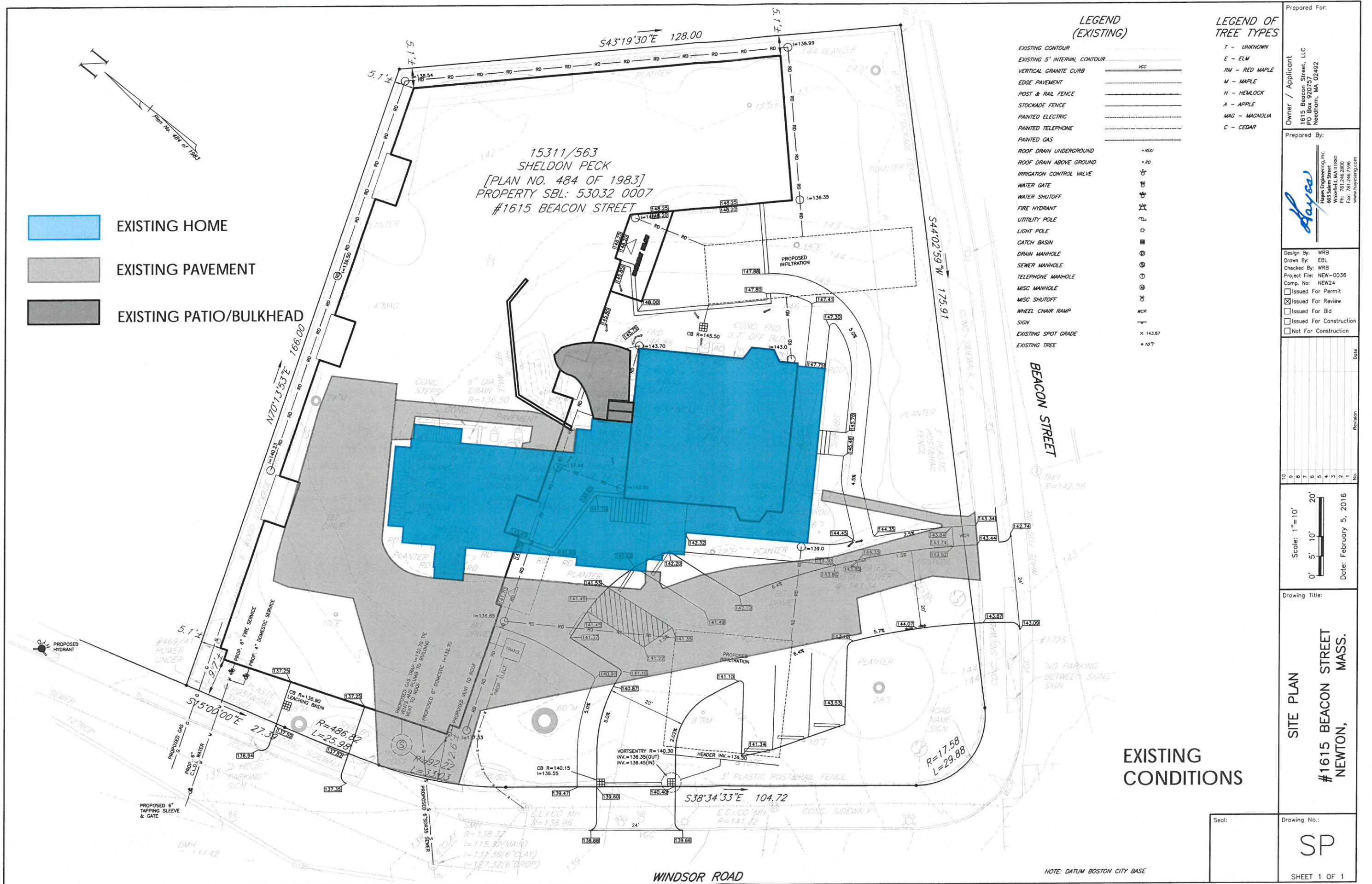
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1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

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ISSUE:	DESIGN DEVELOPMENT
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PROJECT #	1564
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SCALE:	3/16" = 1'-0"

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**HEIGHT
DIAGRAM**

DRAWING NUMBER
1.10



Prepared For:

Owner / Applicant
1615 Beacon Street, LLC
PO Box 920757
Needham, MA 02492

Prepared By:

Hayes Engineering, Inc.
683 Salem Street
Needham, MA 02492
Ph: 781.246.3800
Fax: 781.246.7596
www.hayeseng.com

Design By: WRB
Drawn By: EBL
Checked By: WRB
Project File: NEW-0036
Comp. No: NEW24

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☒ Issued For Review
☐ Issued For Bid
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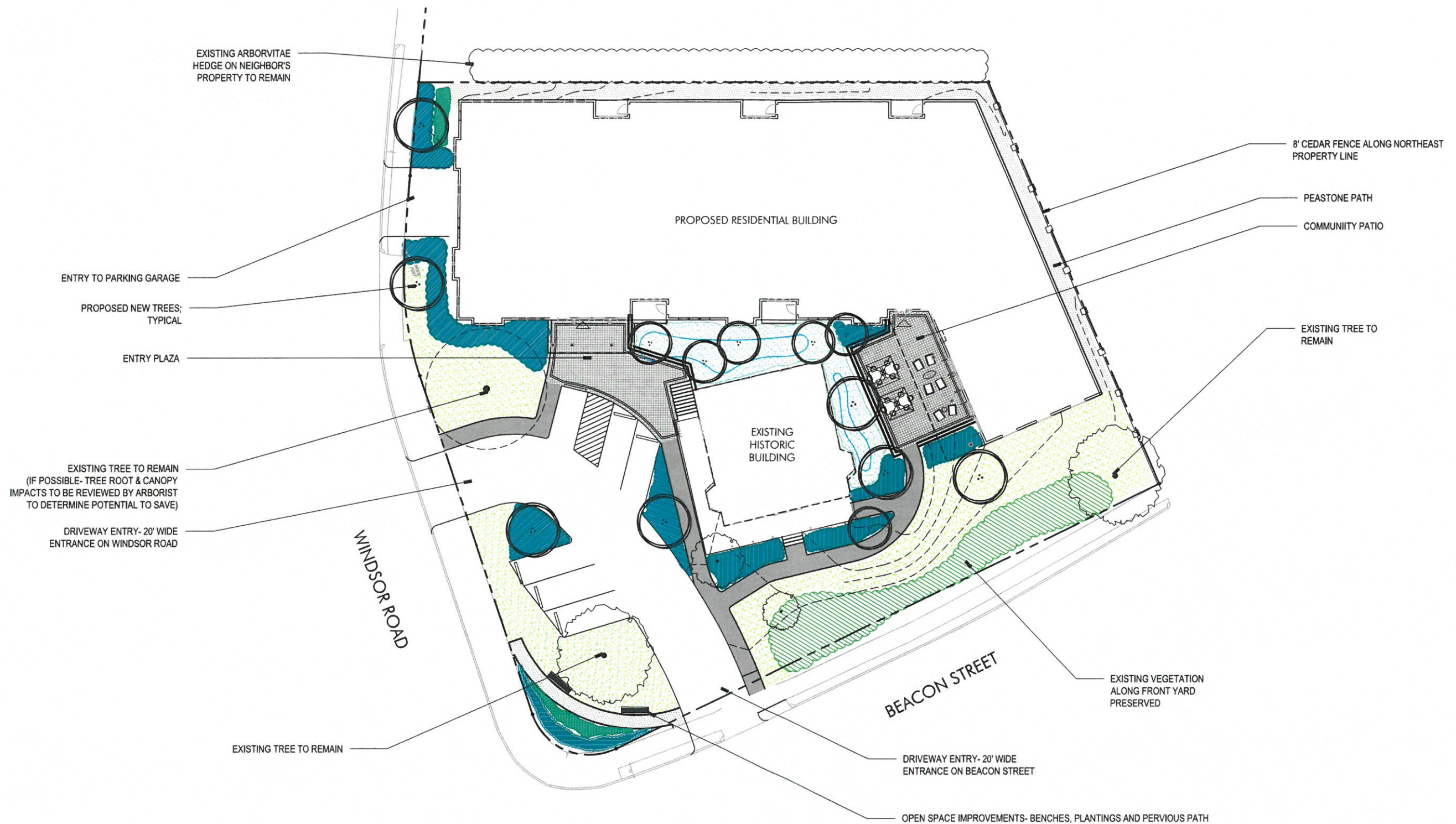
No.

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Revision

Date

February 5, 2016



WABAN DEVELOPMENT
1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

ISSUE: DESIGN DEVELOPMENT
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PROJECT #: 1564
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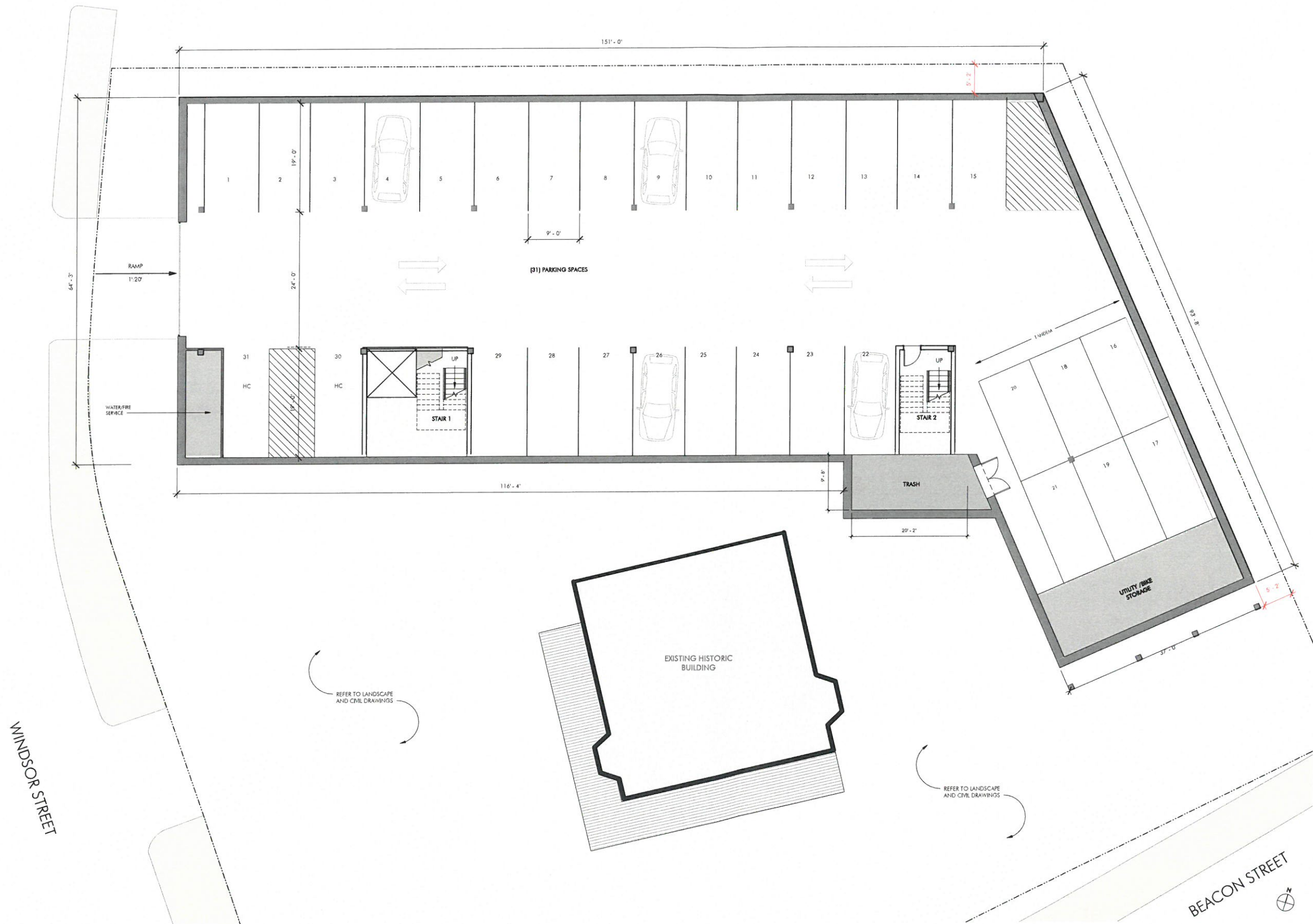
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FIRST LEVEL
PLAN

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JULY 25, 2016

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DRAWING NUMBER

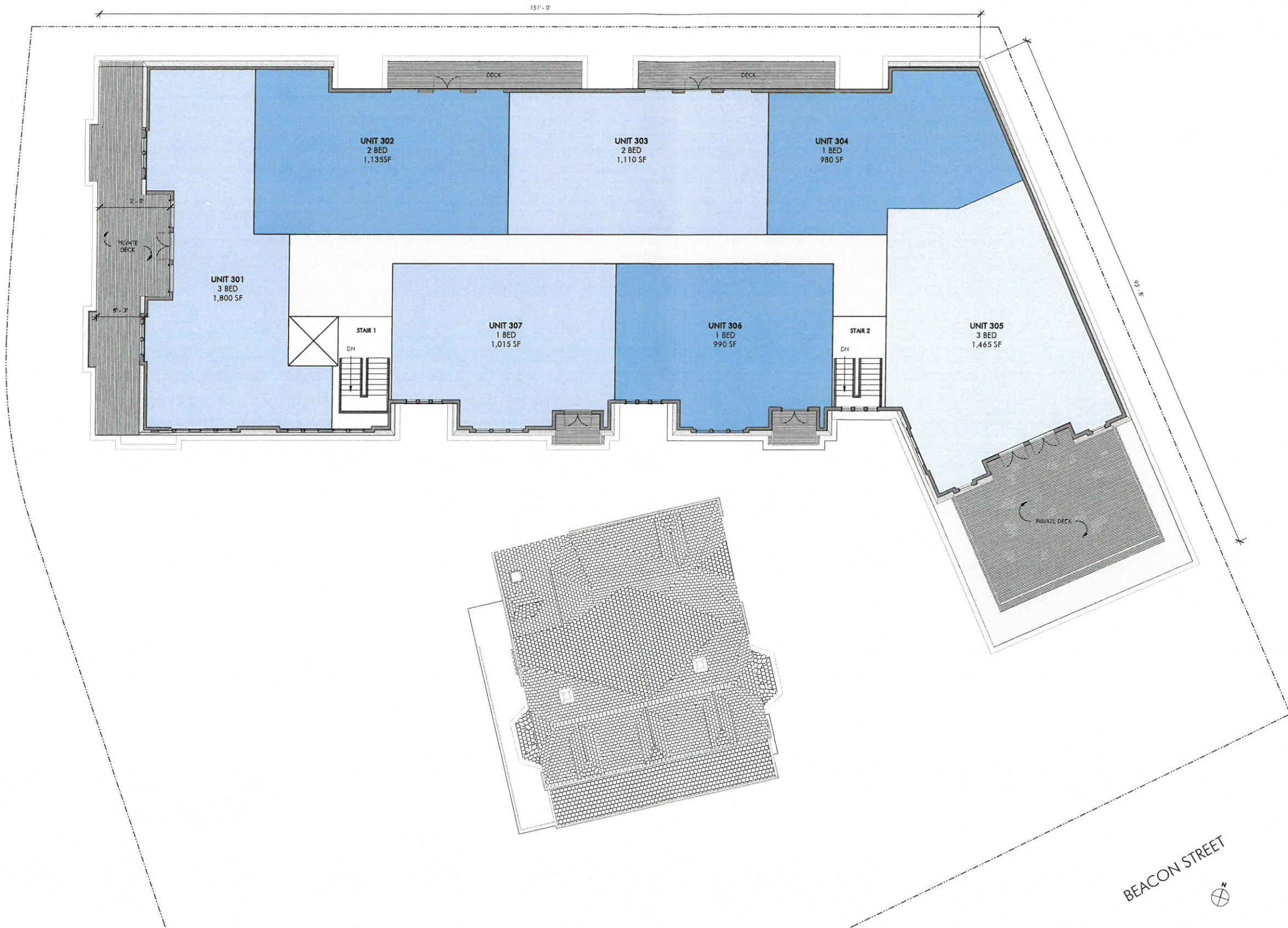
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WINDSOR STREET



ARCHITECT
EMBARC
ARCHITECTURE + DESIGN
60 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com

OWNER
CHARLES AGGOURAS

WABAN DEVELOPMENT
1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

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ISSUE:	DESIGN DEVELOPMENT
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THIRD LEVEL PLAN

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1 **BEACON STREET ELEVATION**
1/8" = 1'-0"



3 **WINDSOR STREET ELEVATION**
1/8" = 1'-0"



2 **BEACON STREET ELEVATION - HISTORIC HOUSE**
1/8" = 1'-0"

WABAN DEVELOPMENT
1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

REVISIONS

NO.	DATE	DESCRIPTION

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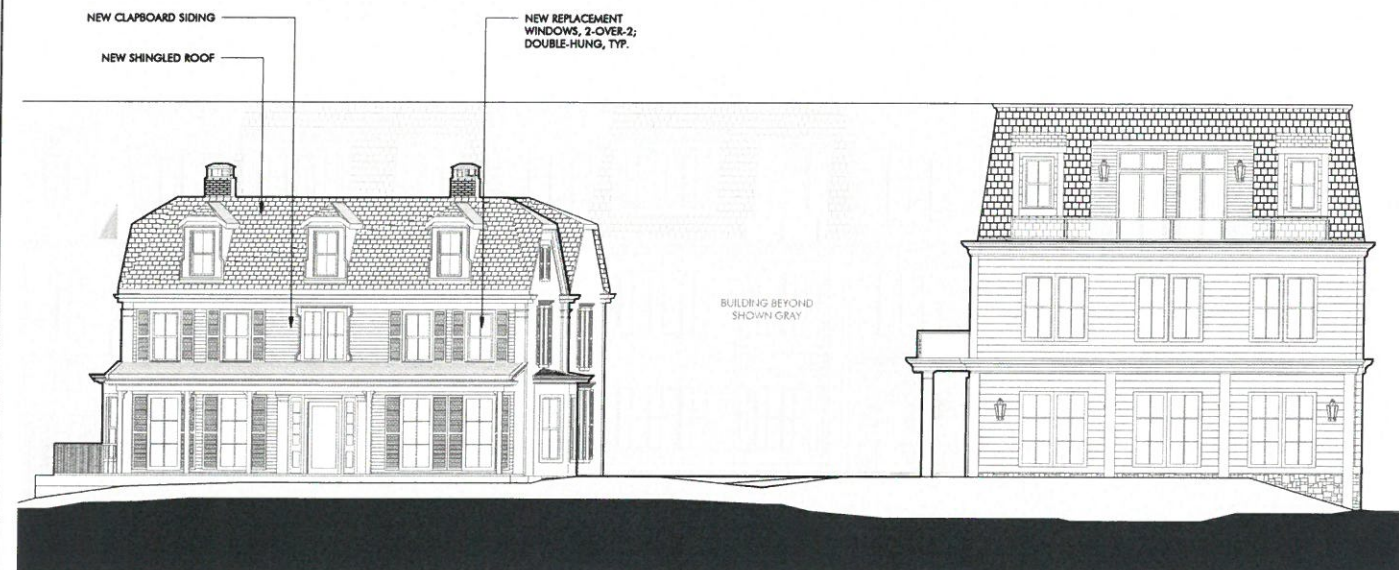
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DATE: JULY 25, 2016
PROJECT #: 1564
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EXTERIOR ELEVATIONS

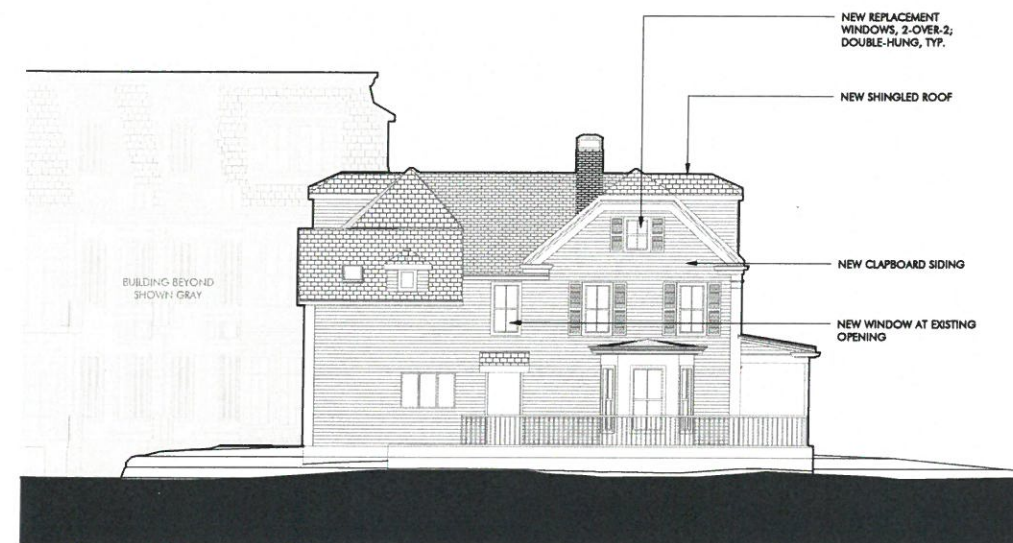
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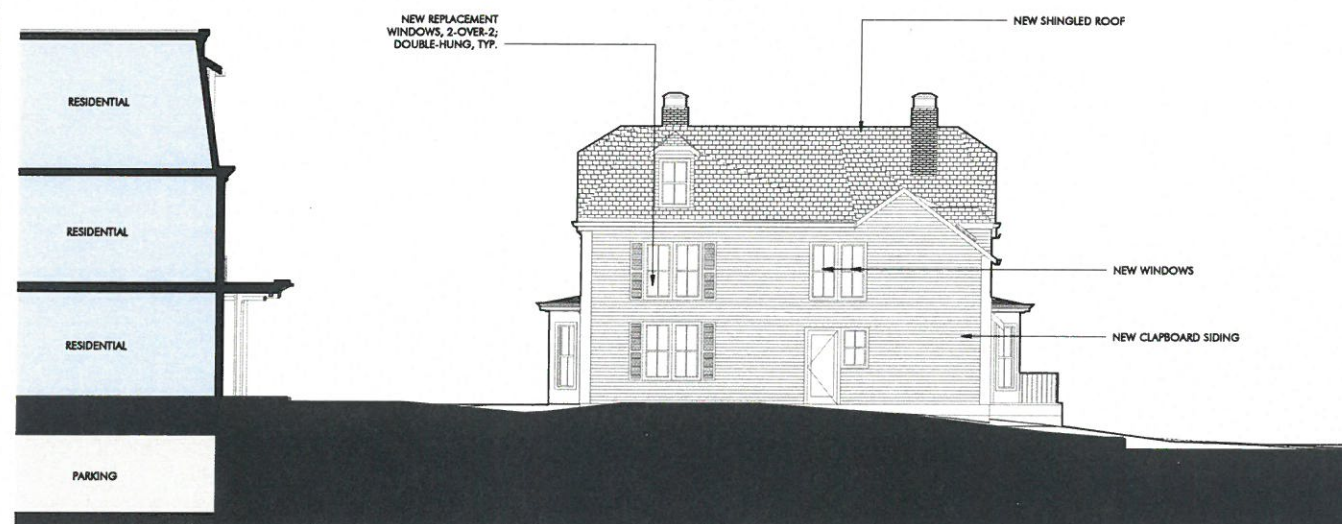
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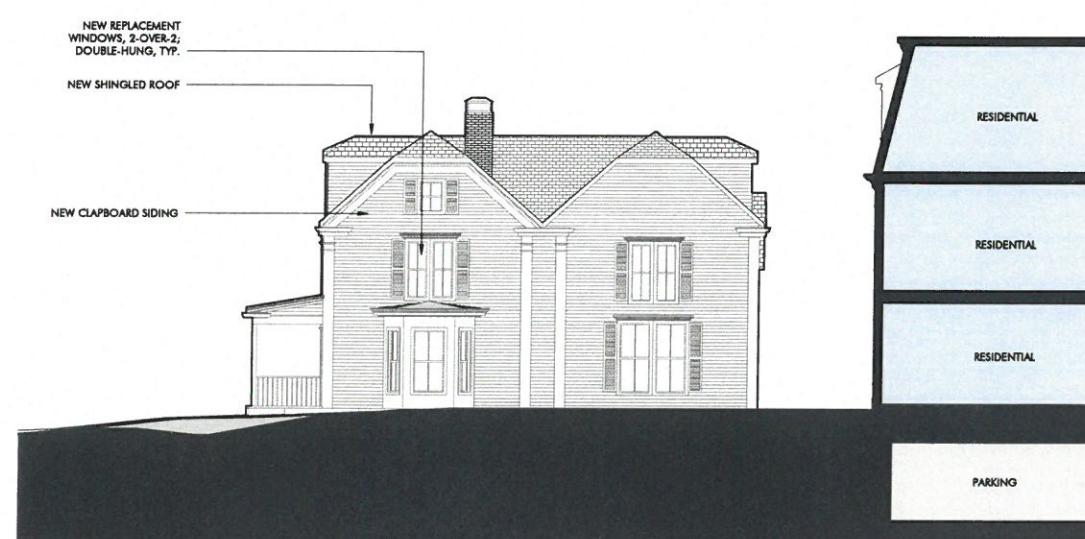
1 BEACON STREET ELEVATION - HISTORIC HOUSE
1/8" = 1'-0"



2 HISTORIC HOME - WEST ELEVATION
1/8" = 1'-0"



3 HISTORIC HOME NORTH ELEVATION
1/8" = 1'-0"



4 HISTORIC HOME - EAST ELEVATION
1/8" = 1'-0"

WABAN DEVELOPMENT
1615 BEACON STREET, NEWTON MA
DESIGN DEVELOPMENT
JULY 25, 2016

REVISIONS

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ISSUE: DESIGN DEVELOPMENT
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HISTORIC HOME
ELEVATIONS

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ARCHITECT
EMBARC

60 K STREET, THIRD FLOOR
BOSTON, MA 02210
617.766.8330
www.embarcstudio.com

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CHARLES AGGOURAS

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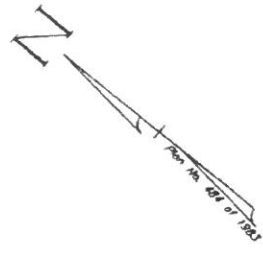
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15311/563
SHELDON PECK
[PLAN NO. 484 OF 1983]
PROPERTY SBL: 53032 0007
#1615 BEACON STREET

LEGEND
(EXISTING)

- EXISTING CONTOUR
- EXISTING 5' INTERNAL CONTOUR
- VERTICAL GRANITE CURB
- EDGE PAVEMENT
- POST & RAIL FENCE
- STOCKADE FENCE
- PAINTED ELECTRIC
- PAINTED TELEPHONE
- PAINTED GAS
- ROOF DRAIN UNDERGROUND
- ROOF DRAIN ABOVE GROUND
- IRRIGATION CONTROL VALVE
- WATER GATE
- WATER SHUTOFF
- FIRE HYDRANT
- UTILITY POLE
- LIGHT POLE
- CATCH BASIN
- DRAIN MANHOLE
- SEWER MANHOLE
- TELEPHONE MANHOLE
- MISC MANHOLE
- MISC SHUTOFF
- WHEEL CHAIR RAMP
- SIGN
- EXISTING SPOT GRADE
- EXISTING TREE

LEGEND OF
TREE TYPES

- T - UNKNOWN
- E - ELM
- RM - RED MAPLE
- M - MAPLE
- H - HEMLOCK
- A - APPLE
- MAG - MAGNOLIA
- C - CEDAR

Owner / Applicant
1615 Beacon Street, LLC
PO Box 920757
Needham, MA 02492

Prepared By:

Hayes
Hayes Engineering, Inc.
603 Salem Street
Worcester, MA 01609
Tel: 508.853.2600
Fax: 508.853.2601
www.hayeseng.com

Design By: WRB
Drawn By: EBL
Checked By: WRB
Project File: NEW-0038
Comp. No.: NEW24
☐ Issued For Permit
☒ Issued For Review
☐ Issued For Bid
☐ Issued For Construction
☐ Not For Construction

Scale: 1"=10'
0' 5' 10' 20'

Date: February 5, 2016

Drawing Title:

SITE PLAN
#1615 BEACON STREET
NEWTON, MASS.

Drawing No:

SP

SHEET 1 OF 1

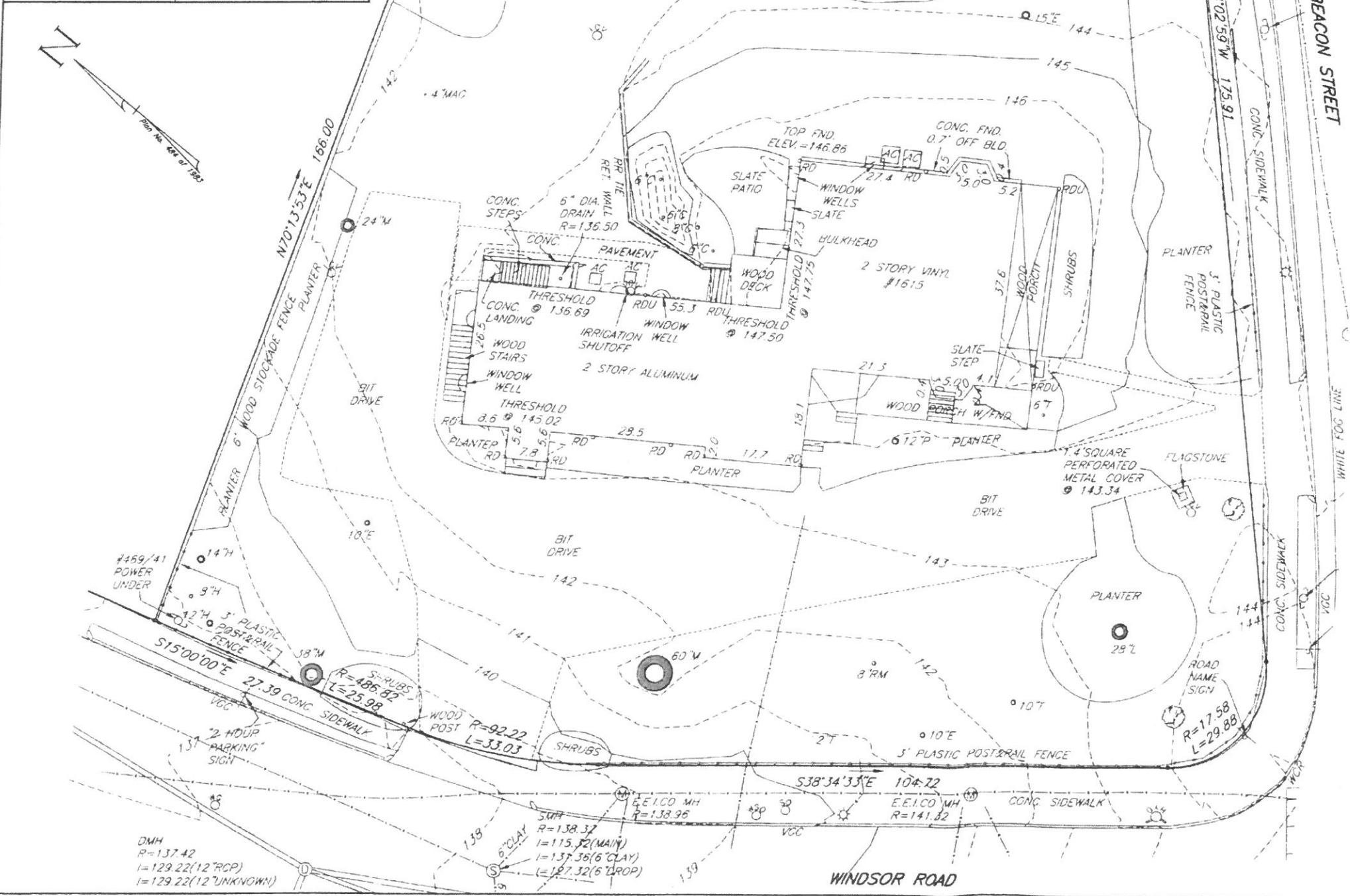
NOTE: DATUM BOSTON CITY BASE

WINDSOR ROAD

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ZONING TABLE		
ZONE	SINGLE RESIDENCE 2 (SR2)	
DIMENSIONAL CONTROLS	REQUIRED	ALLOWED
FRONT YARD SETBACK	30 ft	
SIDE YARD SETBACK	15 ft	
REAR YARD SETBACK	15 ft	
MIN. FRONTAGE	100 ft	
MIN. LOT AREA	10,000 ft ²	
MAX. BUILDING HEIGHT	36 ft	
MAX. NUMBER OF STORIES	2.5	
MIN. AMOUNT OF OPEN SPACE	65 %	
MAX. BLDG. LOT COVERAGE	20 %	

SHEET INDEX	
PLAN TITLE	SHEET DESIGNATION
EXISTING CONDITION	C1
GRADING & DRAINAGE	C2
UTILITY	C3
LAYOUT	C4
PHOTOMETRIC	C5
SITE DETAIL	C6
SITE DETAIL	C7
SITE DETAIL	C8



LEGEND (EXISTING)

EXISTING CONTOUR

EXISTING 5' INTERNAL CONTOUR

VERTICAL GRANITE CURB

EDGE PAVEMENT

POST & RAIL FENCE

STOCKADE FENCE

PAINTED ELECTRIC

PAINTED TELEPHONE

PAINTED GAS

ROOF DRAIN UNDERGROUND

ROOF DRAIN ABOVE GROUND

IRRIGATION CONTROL VALVE

WATER GATE

WATER SHUTOFF

FIRE HYDRANT

UTILITY POLE

CATCH BASIN

DRAIN MANHOLE

SEWER MANHOLE

TELEPHONE MANHOLE

MISC MANHOLE

MISC SHUTOFF

WHEEL CHAIR RAMP

SIGN

EXISTING SPOT GRADE

EXISTING TREE

1" = 10'

0' 5' 10' 20'

Scale: 1" = 10'

Date: December 31, 2015

LEGEND OF TREE TYPES

T - UNKNOWN

E - ELM

RM - RED MAPLE

M - MAPLE

H - HEMLOCK

A - APPLE

MAG - MAGNOLIA

C - CEDAR

Owner / Applicant

1815 Beacon Street, LLC

PO Box 920357

Newton, MA 02492

Prepared By:

Hayes Engineering, Inc.

1815 Beacon Street, LLC

PO Box 920357

Newton, MA 02492

Ph: 781.246.7500

Fax: 781.246.7506

www.hayeseng.com

- NOTES:
- TOPOGRAPHIC INFORMATION SHOWN IS FROM A SURVEY BY HAYES ENGINEERING, INC. PERFORMED ON MAY 15, 2015.
 - ELEVATIONS SHOWN ARE REFERENCED TO THE CITY OF BOSTON CITY BASE.
 - THE PROPERTY SHOWN DOES NOT LIE WITHIN A FLOOD HAZARD AREA (ZONE A OR V) AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 25017C0553E; EFFECTIVE DATE: JUNE 4, 2010.
- PLAN REFERENCES:
- PLAN NUMBER 484 OF 1983 RECORDED IN THE MIDDLESEX SOUTH REGISTRY OF DEEDS.
 - PLANS OF RECORD.

SITE PLAN-EXISTING CONDITION

#1615 BEACON STREET

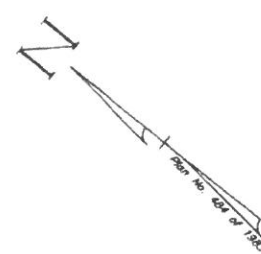
NEWTON, MASS.

Drawing Title:

C1

SHEET 1 OF 8

1815 Beacon Street, LLC 12/31/2015 10:30:00 AM, EBL



15311/563
SHELDON PECK
[PLAN NO. 484 OF 1983]
PROPERTY SBL: 53032 0007
#1615 BEACON STREET

- LEGEND (EXISTING)**
- EXISTING CONTOUR
 - EXISTING 5' INTERNAL CONTOUR
 - VERTICAL GRANITE CURB
 - EDGE PAVEMENT
 - POST & RAIL FENCE
 - STOCKADE FENCE
 - PAINTED ELECTRIC
 - PAINTED TELEPHONE
 - PAINTED GAS
 - ROOF DRAIN UNDERGROUND
 - ROOF DRAIN ABOVE GROUND
 - IRRIGATION CONTROL VALVE
 - WATER GATE
 - WATER SHUTOFF
 - FIRE HYDRANT
 - LITRITY POLE
 - LIGHT POLE
 - CATCH BASIN
 - DRAIN MANHOLE
 - SEWER MANHOLE
 - TELEPHONE MANHOLE
 - MISC. MANHOLE
 - MISC. SHUTOFF
 - WHEEL CHAIR RAMP
 - SIGN
 - EXISTING SPOT GRADE
 - EXISTING TREE

- LEGEND OF TREE TYPES**
- I - UNKNOWN
 - E - ELM
 - RM - RED MAPLE
 - M - MAPLE
 - H - HEMLOCK
 - A - APPLE
 - MAG - MAGNOLIA
 - C - CEDAR

Owner / Applicant
1615 Beacon Street, LLC
PO Box 920757
Needham, MA 02492

Prepared By:
Hayes
Hayes Engineering, Inc.
603 Salem Street
Waltham, MA 01980
PH: 781.294.2800
FAX: 781.294.7506
www.hayeseng.com

Design By: WRB
Drawn By: EBL
Checked By: WRB
Project File: NEW-0036
Comp. No: NEW24
☐ Issued For Permit
☒ Issued For Review
☐ Issued For Bid
☐ Issued For Construction
☐ Not For Construction

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Scale: 1"=10'
0' 5' 10' 20'

Date: February 5, 2016

SITE PLAN-GRADING & DRAINAGE
#1615 BEACON STREET
CHAPTER 40B COMPREHENSIVE PERMIT
NEWTON, MASS.

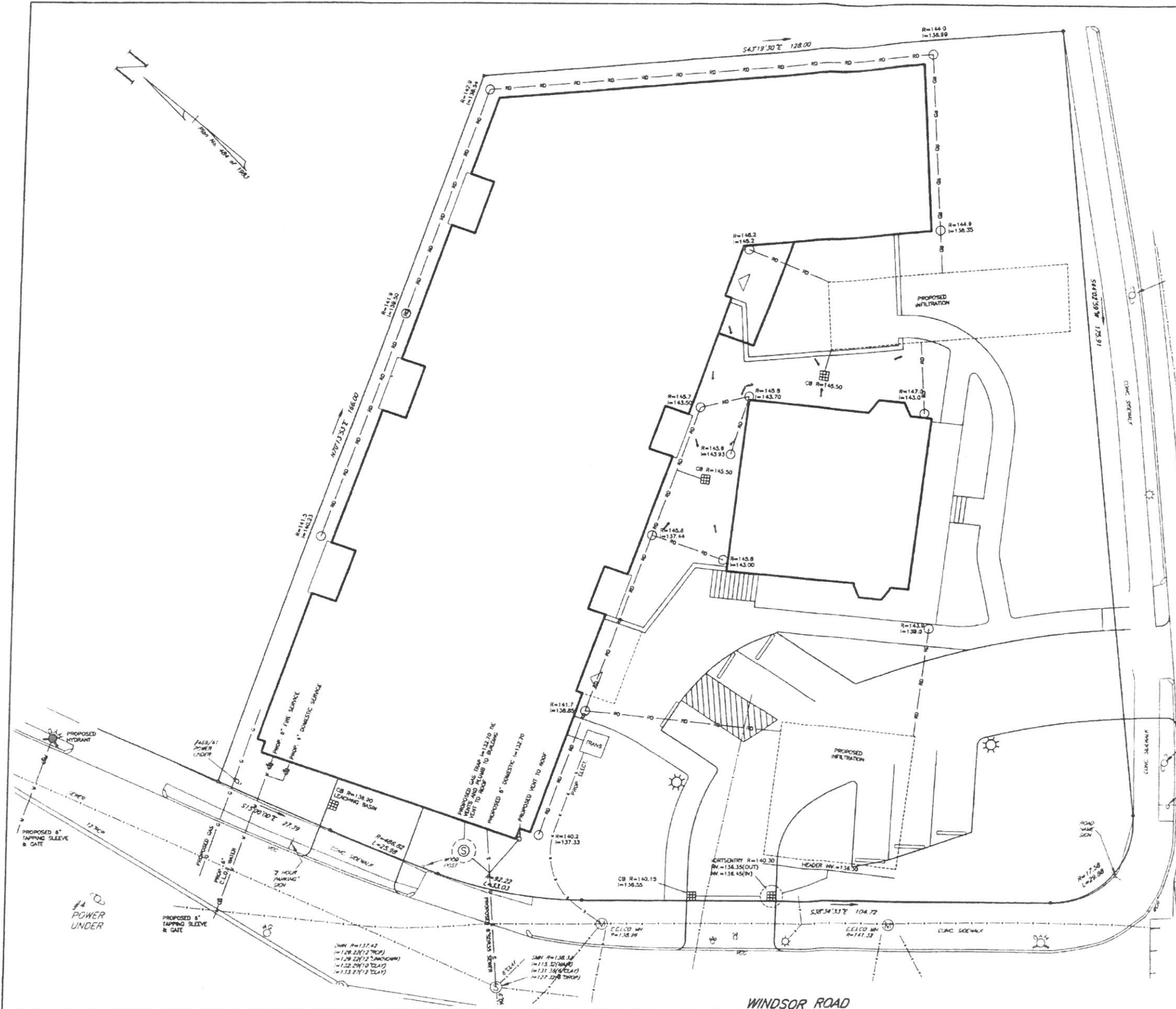
Drawing No.:
C2
SHEET 2 OF 8



NOTE: DATUM BOSTON CITY BASE

WINDSOR ROAD

BEACON STREET



- LEGEND (EXISTING)**
- EXISTING CONTOUR
 - EXISTING 5' INTERVAL CONTOUR
 - VERTICAL GRANITE CURB
 - EDGE PAVEMENT
 - POST & RAIL FENCE
 - STOCKADE FENCE
 - PAINTED ELECTRIC
 - PAINTED TELEPHONE
 - PAINTED GAS
 - ROOF DRAIN UNDERGROUND
 - ROOF DRAIN ABOVE GROUND
 - IRRIGATION CONTROL VALVE
 - WATER GATE
 - WATER SHUTOFF
 - FIRE HYDRANT
 - UTILITY POLE
 - LIGHT POLE
 - CATCH BASIN
 - DRAIN MANHOLE
 - SEWER MANHOLE
 - TELEPHONE MANHOLE
 - MISC MANHOLE
 - MISC SHUTOFF
 - WHEEL CHAIR RAMP
 - SEW
 - EXISTING SPOT GRADE
 - EXISTING TREE

- LEGEND OF TREE TYPES**
- T - UNKNOWN
 - E - ELM
 - RM - RED MAPLE
 - M - MAPLE
 - H - HEMLOCK
 - A - APPLE
 - MAG - MAGNOLIA
 - C - CEDAR

Prepared For: 1615 Beacon Street, LLC
1615 Beacon Street, LLC
Newton, MA 02459

Prepared By: Hayes Engineering, Inc.
Hayes Engineering, Inc.
600 Salem Street
Boston, MA 02118
Tel: 617-248-7188
Fax: 617-248-7189
www.hayeseng.com

Design By: WRB
Drawn By: EBL
Checked By: WRB
Project No: NEW-0016
Comp. No: NEW24
☐ Issued For Permit
☒ Issued For Review
☐ Issued For Bid
☐ Issued For Construction
☐ Not For Construction

Scale: 1" = 10'
0' 5' 10' 20'

Date: February 5, 2016

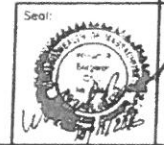
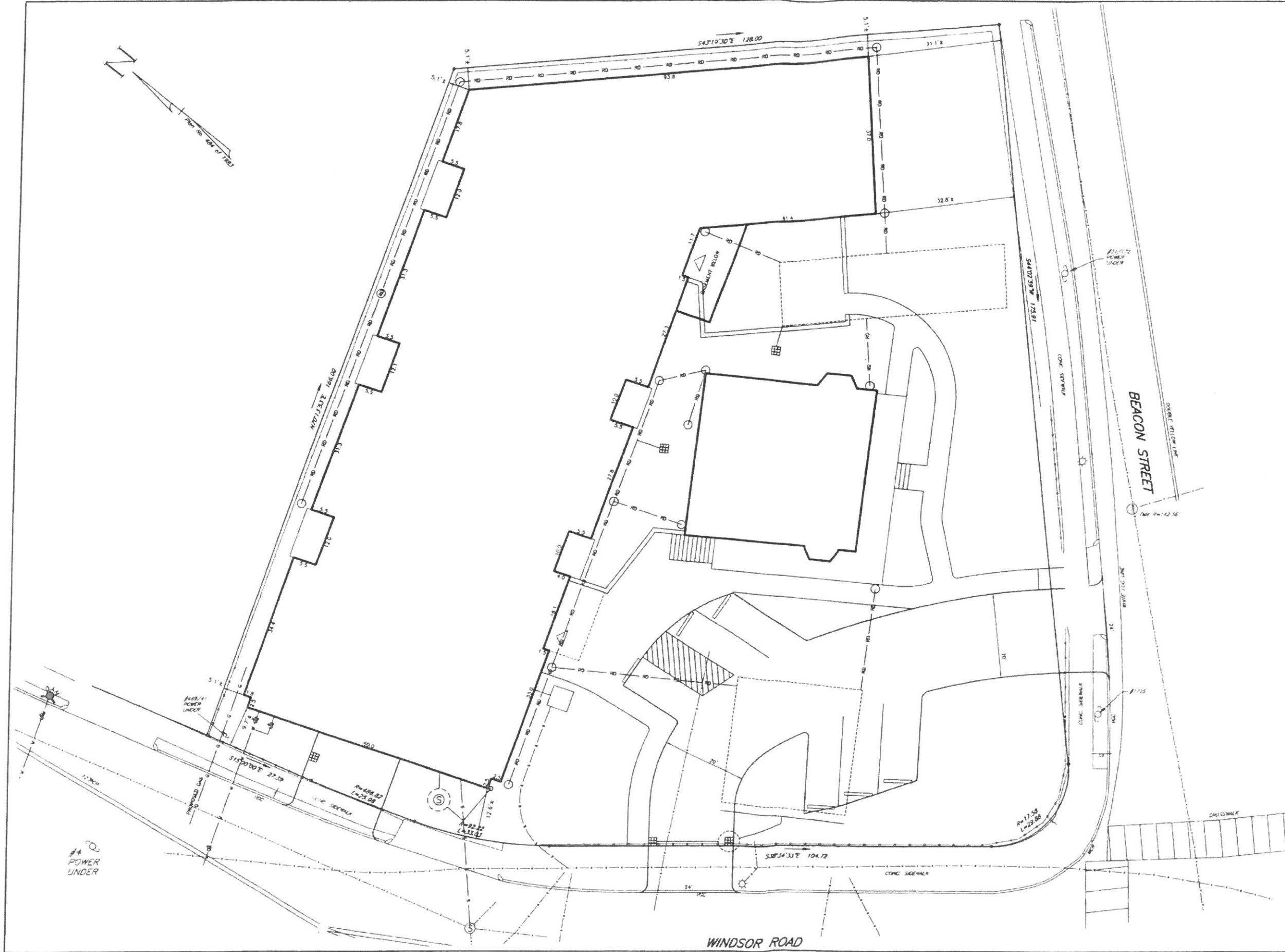
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#1615 BEACON STREET
CHAPTER 40B COMPREHENSIVE PERMIT
NEWTON, MASS.

Drawing No.: C3
SHEET 3 OF 8



NOTE: DATUM BOSTON CITY BASE

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Drawing No.:
C4
SHEET 4 OF 8

Drawing Title:
**SITE PLAN-LAYOUT
#1615 BEACON STREET
CHAPTER 40B COMPREHENSIVE PERMIT
NEWTON,
MASS.**

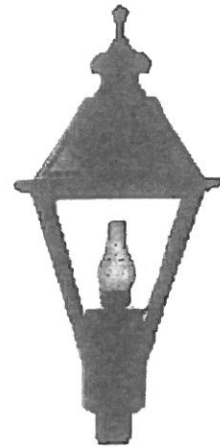
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0' 5' 10' 20'
Date: February 5, 2016

No.	Revision	Date
1		
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10		

Design By: WRB
Drawn By: EBL
Checked By: WRB
Project File: NEW-0036
Comp. No: NEW24
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Hayes
Hayes Engineering, Inc.
1615 Beacon Street, LLC
PO Box 920737
Needham, MA 02492
Ph: 781 246 5800
Fax: 781 246 7566
www.hayeseng.com

Owner / Applicant
1615 Beacon Street, LLC
PO Box 920737
Needham, MA 02492
Prepared For:



HADCO LIGHTING
BALTIMORE V681 POST TOP

GENERAL LIGHTING NOTES:

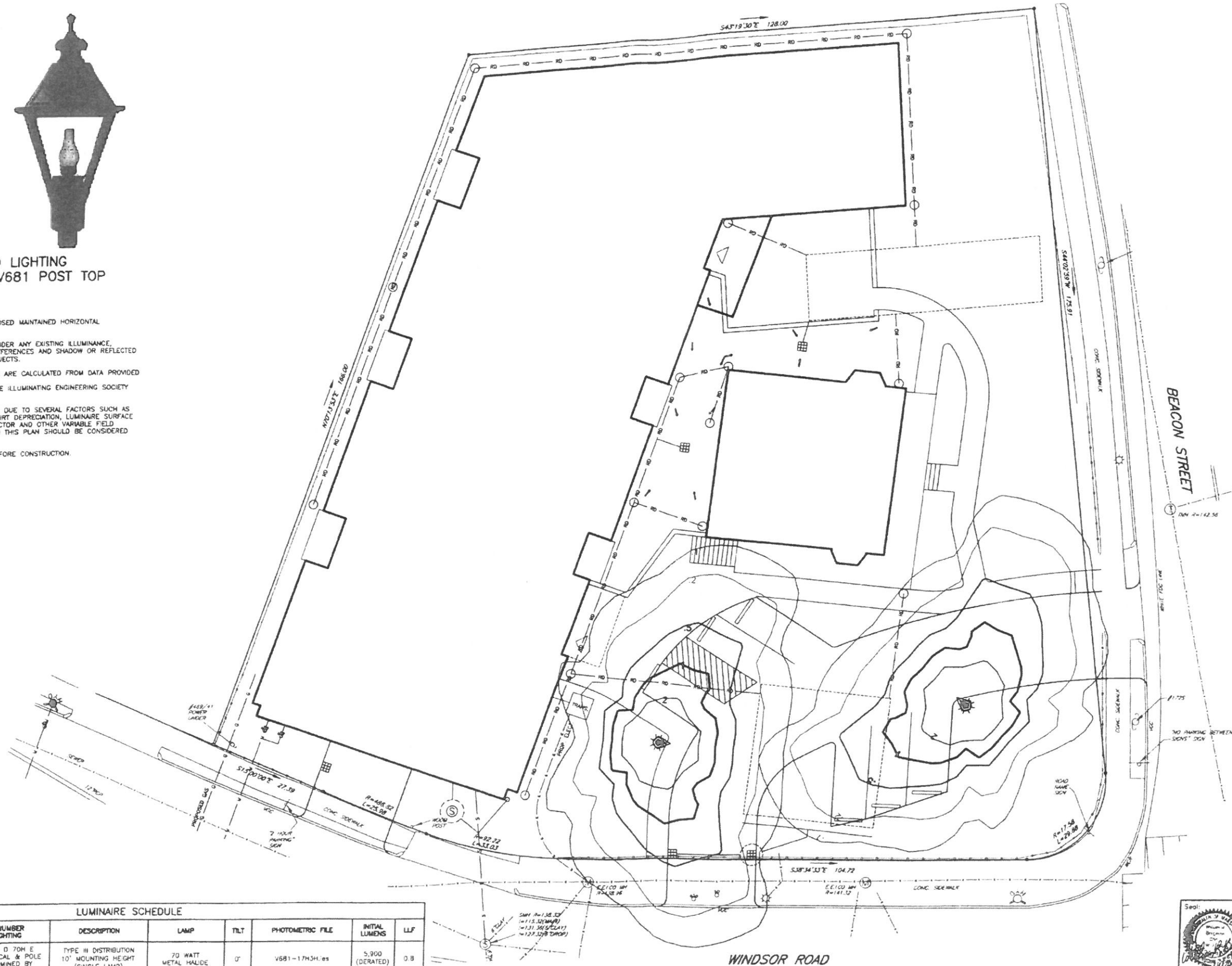
ILLUMINANCE VALUES SHOWN ARE PROPOSED MAINTAINED HORIZONTAL FOOTCANDLES ON LEVEL GRADE.

PHOTOMETRIC ANALYSIS DOES NOT CONSIDER ANY EXISTING ILLUMINANCE, AUXILIARY BUILDING LIGHTING, GRADE DIFFERENCES AND SHADOW OR REFLECTED LIGHT FROM EXISTING OR PROPOSED OBJECTS.

HORIZONTAL ILLUMINANCE LEVELS SHOWN ARE CALCULATED FROM DATA PROVIDED FROM MANUFACTURER IN ACCORDANCE WITH THE ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS.

ACTUAL ILLUMINANCE LEVELS MAY DIFFER DUE TO SEVERAL FACTORS SUCH AS LAMP LUMEN DEPRECIATION, LUMINAIRE DIRT DEPRECIATION, LUMINAIRE SURFACE DEPRECIATION, EQUIPMENT OPERATING FACTOR AND OTHER VARIABLE FIELD CONDITIONS. LIGHTING LEVELS SHOWN ON THIS PLAN SHOULD BE CONSIDERED APPROXIMATE.

CONTRACTOR TO VERIFY ALL UTILITIES BEFORE CONSTRUCTION.



LUMINAIRE SCHEDULE

SYMBOL	LABEL	QUANTITY	CATALOG NUMBER HADCO LIGHTING	DESCRIPTION	LAMP	TILT	PHOTOMETRIC FILE	INITIAL LUMENS	LLF
	A	2	V681 A T3 7 0 70H E FINISH, ELECTRICAL & POLE TO BE DETERMINED BY OTHERS	TYPE II DISTRIBUTION 10' MOUNTING HEIGHT (SINGLE LAMP)	70 WATT METAL HALIDE	0°	V681-17H3H-es	5,900 (DERATED)	0.8

Prepared For:

Owner / Applicant
1615 Beacon Street, LLC
PO Box 922
Newton, MA 02452

Prepared By:

Hayes Engineering, Inc.
1615 Beacon Street, LLC
PO Box 922
Newton, MA 02452
PH: 781 246 2800
FAX: 781 246 7586
www.hayeseng.com

Design By: WRB

Drawn By: EBL

Checked By: WRB

Project File: NEW-0038

Comp. No: NEW24

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Drawing Title:

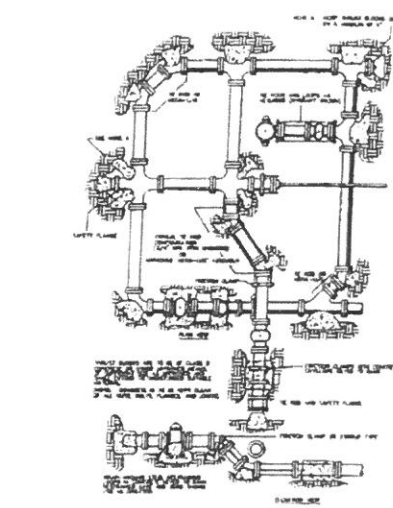
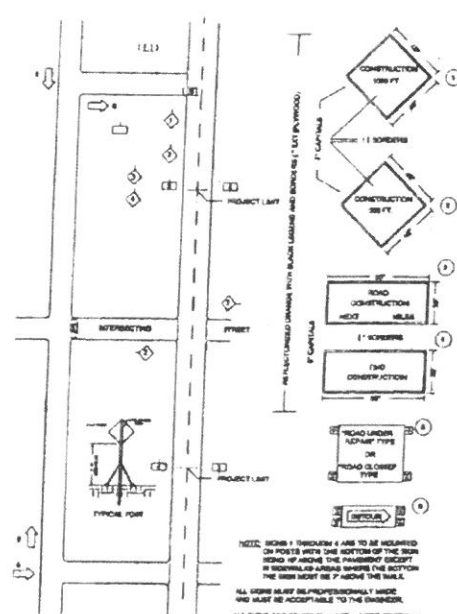
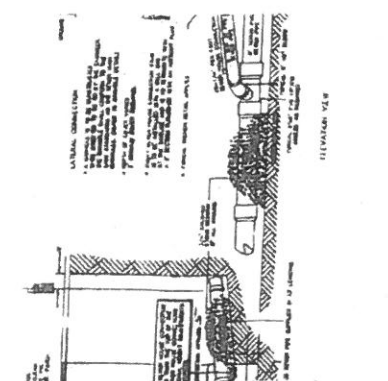
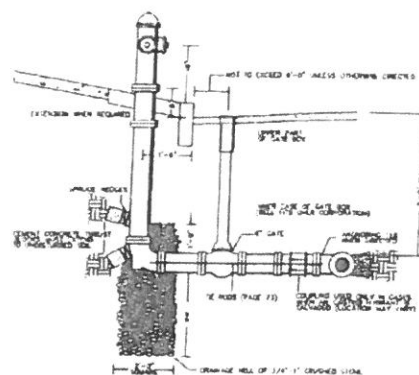
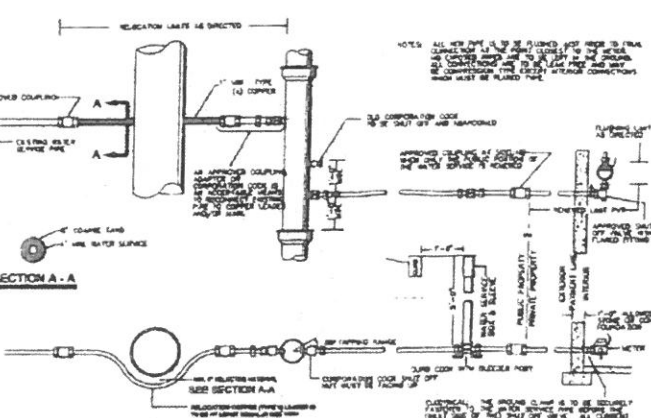
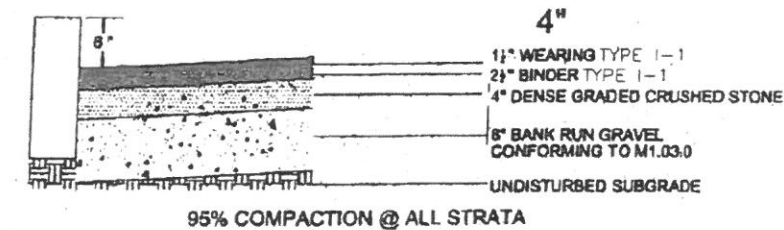
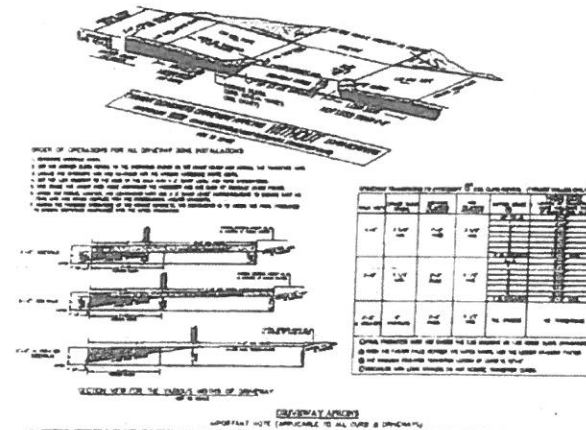
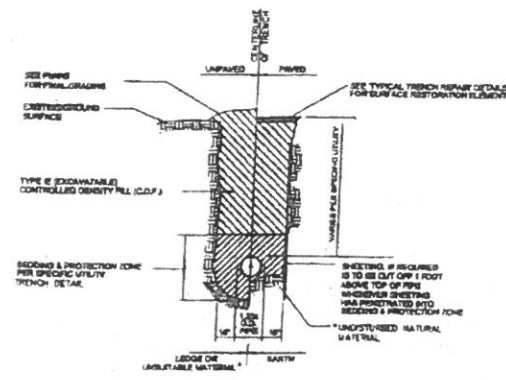
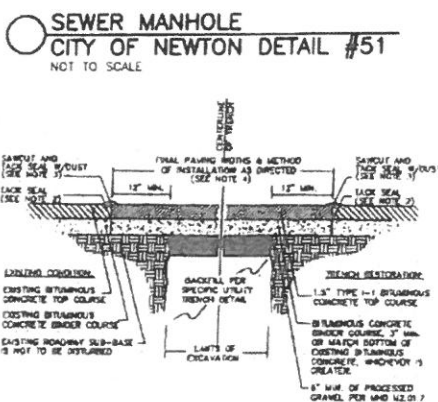
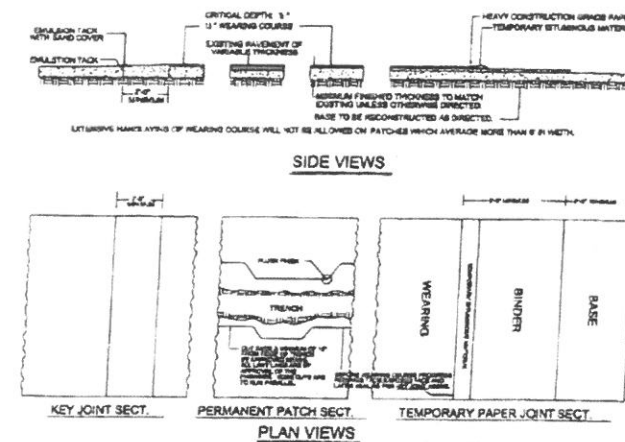
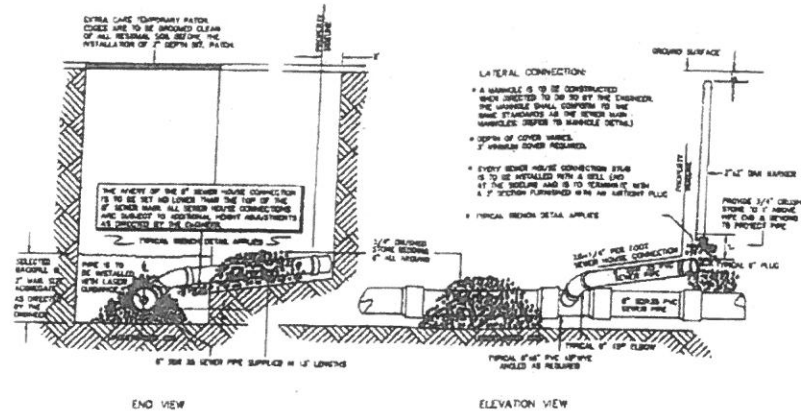
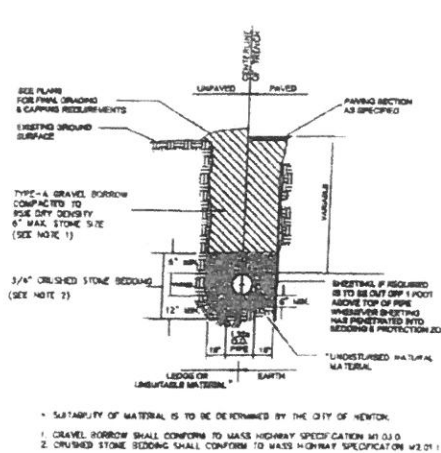
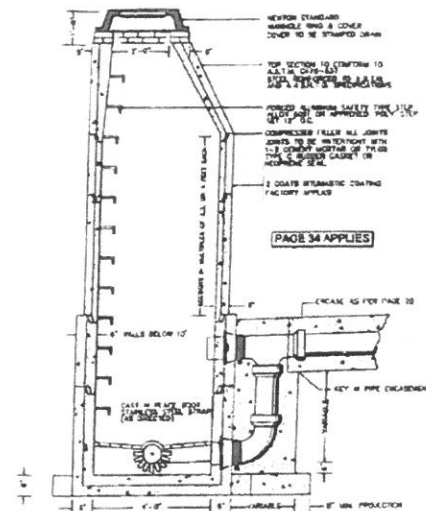
SITE PLAN-PHOTOMETRIC
#1615 BEACON STREET
CHAPTER 40B COMPREHENSIVE PERMIT
NEWTON, MASS.

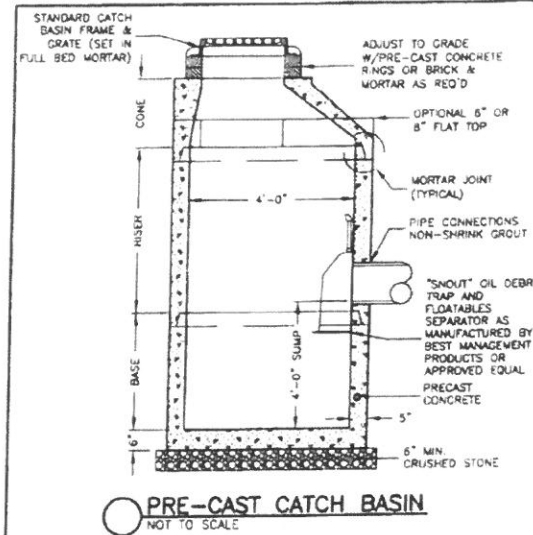
Drawing No:

C5

SHEET 5 OF 8

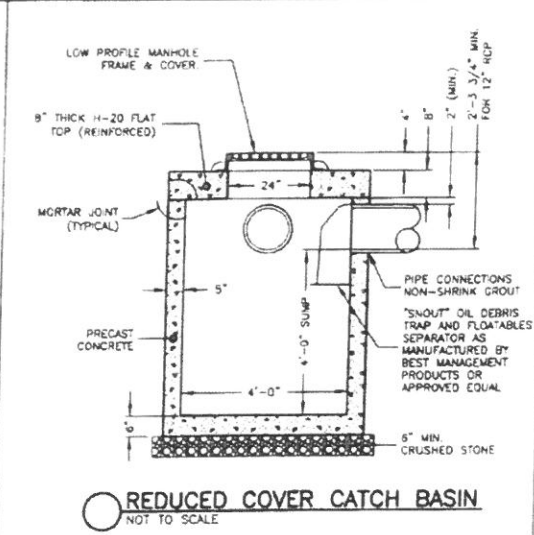






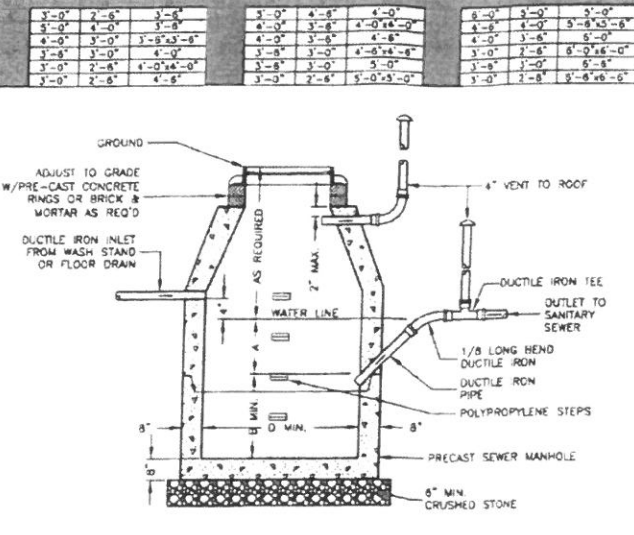
PRE-CAST CATCH BASIN
NOT TO SCALE

NOTES:
1. CONCRETE: 4,000 PSI MINIMUM AFTER 28 DAYS.
2. REINFORCED STEEL CONFORMS TO LATEST ASTM A135 SPEC. 0.12 SQ. IN./LINEAL FT. AND 0.12 SQ. IN. (BOTH WAYS) BASE BOTTOM.
3. H-20 DESIGN LOADING PER AASHTO HS-20-44; ASTM C478 SPEC FOR "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS."



REDUCED COVER CATCH BASIN
NOT TO SCALE

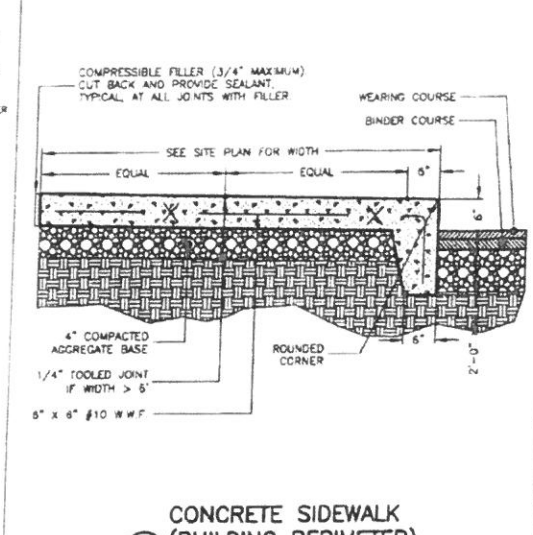
NOTES:
1. CONCRETE: 4,000 PSI MINIMUM AFTER 28 DAYS.
2. REINFORCED STEEL CONFORMS TO LATEST ASTM A135 SPEC. 0.12 SQ. IN./LINEAL FT. AND 0.12 SQ. IN. (BOTH WAYS) BASE BOTTOM.
3. H-20 DESIGN LOADING PER AASHTO HS-20-44; ASTM C478 SPEC FOR "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS."



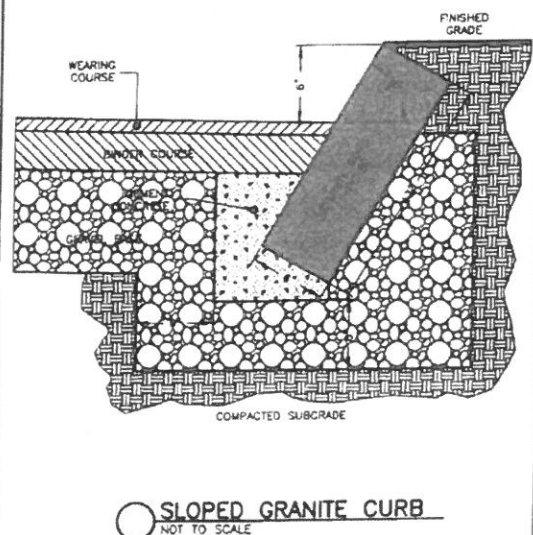
SEWER GAS TRAP
NOT TO SCALE

GENERAL CONSTRUCTION NOTES

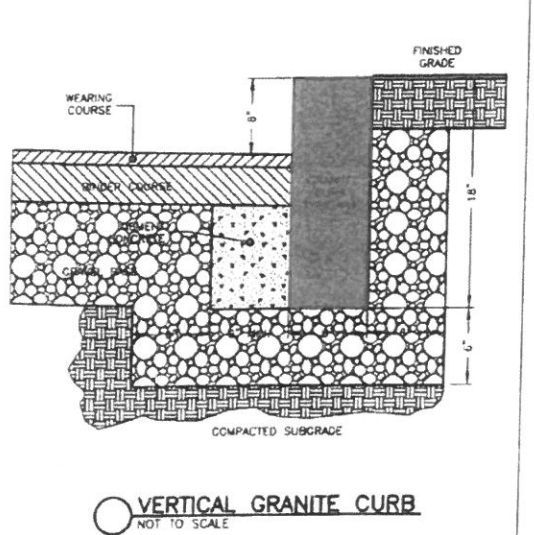
- MANHOLE TO BE LOCATED OUTSIDE OF BUILDING WHERE POSSIBLE. COVER TO HAVE A CENTER HOLE.
- A TIGHT COVER MUST BE USED IF MANHOLE IS LOCATED INSIDE OF BUILDING.
- OPENING SHALL BE NOT LESS THAN 24" DIA.
- THE MANHOLE SHALL BE SO LOCATED AND CONSTRUCTED THAT SURFACE WATER SHALL BE EXCLUDED.
- INLET PIPE SHALL BE AT LEAST FOUR INCHES ABOVE NORMAL WATER LINE.
- WHERE SUBJECT TO FROST OR CRUSHING CONDITIONS, OUTLET SHALL BE AT LEAST THREE FEET BELOW THE SURFACE.
- THE NEW MANHOLE MUST BE FILLED WITH CLEAN WATER BEFORE USING, AND AFTER BEING EMPTIED FOR PERIODIC CLEANING.
- ALL OIL AND GASOLINE MUST BE REMOVED BEFORE CLEANING OUT THE MANHOLE, AND MUST NOT BE DISCHARGED INTO THE SEWER THROUGH OTHER FITTINGS.
- SPECIFICATIONS FOR COVERING SPECIAL CASES OR CONDITIONS, SHALL BE APPROVED BY THE LOCAL AUTHORITIES, AND THE AUTHORITIES OF THE COMMONWEALTH OF MASSACHUSETTS.
- POLYPROPYLENE STEPS SHALL BE SPACED ABOUT 18" APART.
- BOTH VENTS SHALL BE EXTENDED INDEPENDENTLY 18" ABOVE THE ROOF, OR AS APPROVED BY THE LOCAL AUTHORITIES, AND THE AUTHORITIES OF THE COMMONWEALTH OF MASSACHUSETTS.



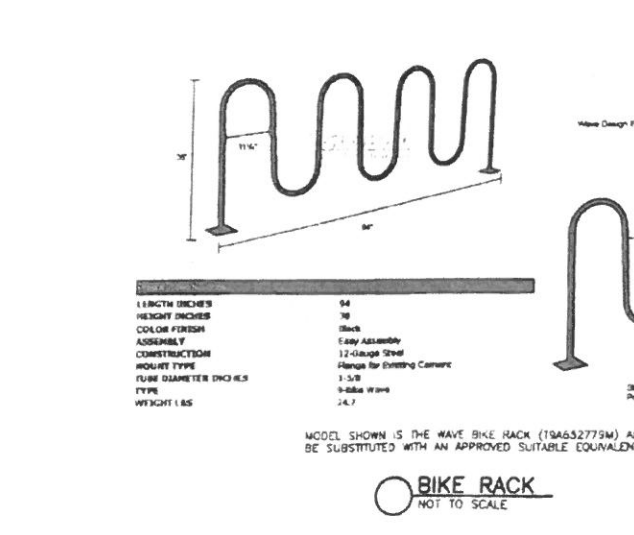
CONCRETE SIDEWALK (BUILDING PERIMETER)
NOT TO SCALE



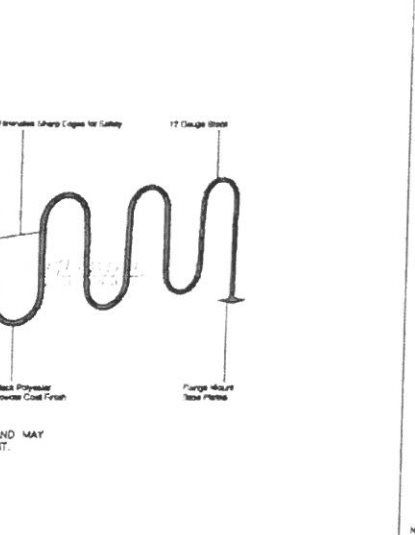
SLOPED GRANITE CURB
NOT TO SCALE



VERTICAL GRANITE CURB
NOT TO SCALE

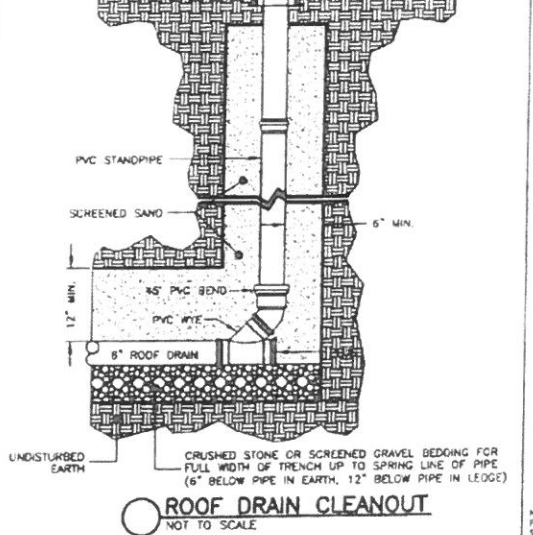


BIKE RACK
NOT TO SCALE



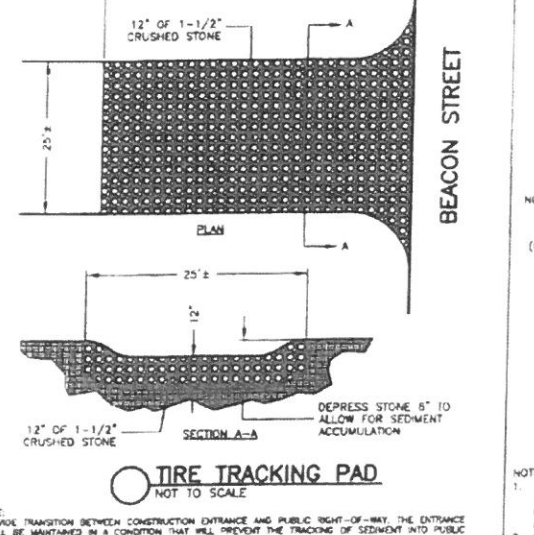
ROOF DRAIN CLEANOUT MANHOLE
NOT TO SCALE

NOTES:
1. CONCRETE: 4,000 PSI MINIMUM AFTER 28 DAYS.
2. FLAT COVER WITH CLEANOUT CAN BE USED IN PLACE OF CONE.
3. OPTIONAL ROUND CONCRETE COVER CAN BE USED IN PLACE OF CAST IRON FRAME AND COVER.

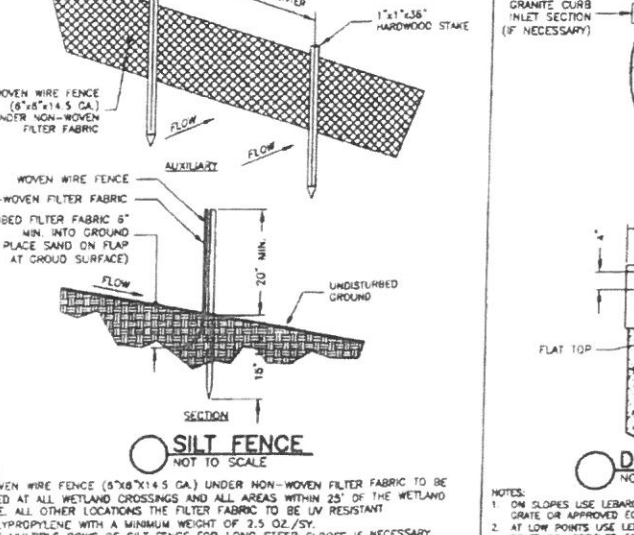


ROOF DRAIN CLEANOUT
NOT TO SCALE

NOTE:
PROVIDE TRANSITION BETWEEN CONSTRUCTION ENTRANCE AND PUBLIC RIGHT-OF-WAY. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING OF SEDIMENT INTO PUBLIC RIGHT-OF-WAY.

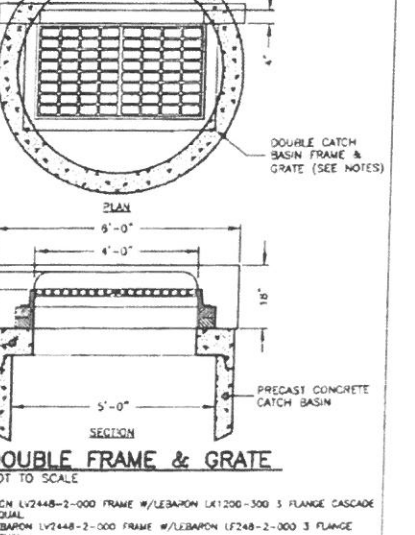


TIRE TRACKING PAD
NOT TO SCALE



SILT FENCE
NOT TO SCALE

NOTES:
1. WOVEN WIRE FENCE (8\"/>



DOUBLE FRAME & GRATE
NOT TO SCALE

NOTES:
1. ON SLOPES USE LEBARON LV2448-2-000 FRAME W/LEBARON LV1200-300 3 FLANGE CASCADE GRATE OR APPROVED EQUAL.
2. AT LOW POINTS USE LEBARON LV2448-2-000 FRAME W/LEBARON LV2448-2-000 3 FLANGE GRATE OR APPROVED EQUAL.

Prepared For:
Owner / Applicant
1815 Beacon Street, LLC
PO Box 820757
Needham, MA 02492

Prepared By:
Hayes
Hayes Engineering, Inc.
100 Salem Street
Woburn, MA 01801
Ph: 781.246.3300
Fax: 781.246.7506
www.hayeseng.com

Design By: WRB
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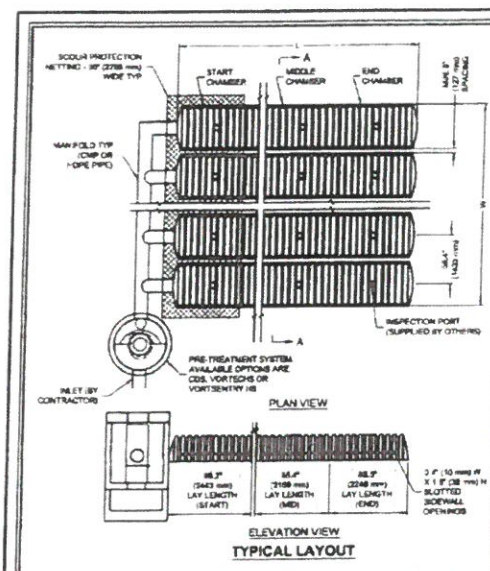
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0' 5' 10' 20'

Date: February 5, 2016

Drawing Title:
**DETAIL SHEET
#1615 BEACON STREET
CHAPTER 40B COMPREHENSIVE PERMIT
NEWTON, MASS.**

Drawing No.:
C7

SHEET 7 OF 8



CHAMBERMAXX DESIGN DETAILS			
FEATURE	START CHAMBER	MIDDLE CHAMBER	END CHAMBER
OVERALL CHAMBER HEIGHT - IN (mm)	30.3 (770)	30.3 (770)	30.3 (770)
OVERALL CHAMBER WIDTH - IN (mm)	81.4 (2080)	81.4 (2080)	81.4 (2080)
ACTUAL LENGTH - IN (mm)	78.4 (2000)	78.4 (2000)	78.4 (2000)
INSTALLED LAY LENGTH - IN (mm)	81.4 (2080)	81.4 (2080)	81.4 (2080)
CHAMBER STORAGE VOLUME - CF (m³)	12.6 (1.49)	12.6 (1.49)	12.6 (1.49)
CHAMBER STORAGE PER LINEAR FOOT - CF/LF (m³/m)	0.16 (0.0045)	0.16 (0.0045)	0.16 (0.0045)
MIN. INSTALLED CHAMBER VOLUME - CF (m³)	78.7 (2.23)	78.7 (2.23)	78.7 (2.23)
MIN. INSTALLED CHAMBER VOLUME PER LINEAR FOOT - CF/LF (m³/m)	0.16 (0.0045)	0.16 (0.0045)	0.16 (0.0045)
CHAMBER WEIGHT - LB (kg)	18 (8.2)	18 (8.2)	18 (8.2)
1" (12 mm) OF STONE ABOVE AND BELOW CHAMBER, 6" (152 mm) CHAMBER SPACING AND 40% POROSITY			

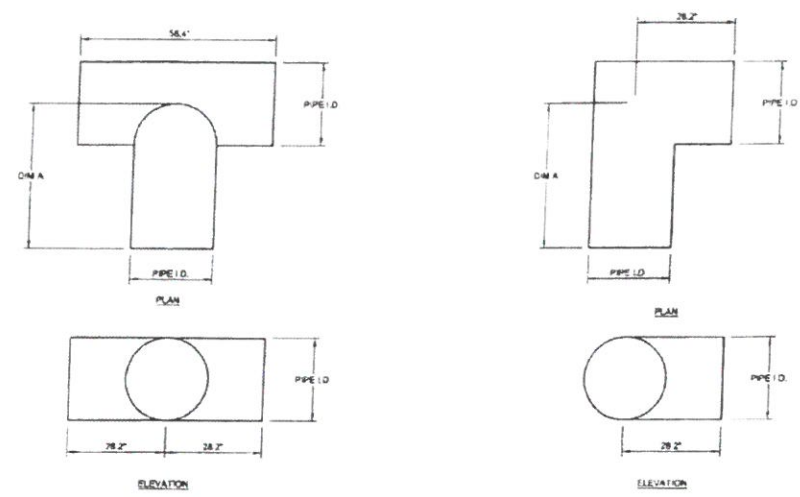
- GENERAL NOTES:
- ALL ELEVATIONS, DIMENSIONS AND LOCATIONS OF RISERS AND INLETS SHALL BE VERIFIED BY THE ENGINEER OF RECORD.
 - PRIOR TO INSTALLATION OF THE CHAMBERMAXX SYSTEM A PRE-CONSTRUCTION MEETING SHALL BE CONDUCTED THOSE REQUIRED TO ATTEND ARE THE SUPPLIER OF THE SYSTEM, THE GENERAL CONTRACTOR, SUB-CONTRACTORS AND THE ENGINEER.
 - CHAMBERMAXX CHAMBERS ARE MANUFACTURED FROM POLYPROPYLENE PLASTIC.
 - CHAMBERMAXX SYSTEM TO MEET ASBESTO HEDGES LIVE LOADS PER ASHTO SECTION 12.
 - ACCESS COVER TO MEET ASBESTO HEDGES LIVE LOADS.
 - MINIMUM COVER IS 18-INCHES (457 mm) AND MAXIMUM COVER IS 18-INCHES (457 mm) TO BOTTOM OF 14 (380) IF PAVED OR TO TOP OF ROAD PAVEMENT. FOR COVER HEIGHTS GREATER THAN 18-INCHES (457 mm) CONTACT YOUR LOCAL REPRESENTATIVE.
 - ALL PARTS PROVIDED BY CONTECH UNLESS OTHERWISE NOTED.
 - FOR INFORMATION ON PRE-TREATMENT SYSTEMS, REFERENCE CONTECH PRE-TREATMENT SYSTEM STANDARD DETAILS OR CONTACT YOUR LOCAL REPRESENTATIVE.
 - CHAMBERMAXX BY CONTECH CONSTRUCTION PRODUCTS (800) 625-6244

- INSTALLATION NOTES:
- CHAMBERMAXX INSTALLATION GUIDE TO BE REVIEWED BY CONTRACTOR PRIOR TO INSTALLATION.
 - PRIOR TO PLACING BEDDING, THE FOUNDATION MUST BE CONSTRUCTED TO A UNIFORM AND STABLE GRADE. IN THE EVENT THAT UNSUITABLE FOUNDATION MATERIALS ARE ENCOUNTERED DURING EXCAVATION, A TOSCAR OR GEOTEXTILE SHALL BE UTILIZED OR UNSUITABLE MATERIALS SHALL BE REMOVED AND BROUGHT BACK TO GRADE WITH FILL MATERIAL AS APPROVED BY THE ENGINEER OF RECORD. ONCE THE FOUNDATION PREPARATION IS COMPLETE, THE BEDDING MATERIAL CAN BE PLACED.
 - THE SCOUR PROTECTION NETTING TO EXTEND 1' (305 mm) BEYOND OUTSIDE EDGE OF INLET CHAMBERS.
 - COVER ANY OPEN VOID SPACES GREATER THAN 12" (305 mm) ON CHAMBERS WITH A NON-MOVING GEOTEXTILE TO PREVENT INFILTRATION OF BIOGAS MATERIAL.
 - STONE BEDDING MATERIAL SHALL BE INSTALLED TO 90% STANDARD PROCTOR DENSITY AND PLACED IN 6-INCH (152 mm) TO 8-INCH (203 mm) LIFTS SUCH THAT THERE IS NO MORE THAN A 1" (25 mm) DIFFERENTIAL BETWEEN ANY OF THE CHAMBERS AT ANY TIME. GRANULAR BACKFILL MATERIAL SHALL BE COMPACTED TO 90% STD. BACKFILLING SHALL BE ADVANCED ALONG THE LENGTH OF THE CHAMBER POND AT THE SAME RATE TO AVOID DIFFERENTIAL LOADING AND DISPLACEMENT OF THE CHAMBERS. THE MINIMUM CHAMBER SPACING MUST BE MAINTAINED.
 - REFER TO CHAMBERMAXX INSTALLATION GUIDE FOR TEMPORARY CONSTRUCTION LOADING GUIDELINES.
 - IT IS ALWAYS THE CONTRACTOR'S RESPONSIBILITY TO FOLLOW OSHA GUIDELINES FOR SAFE PRACTICES.
 - GENERAL INSTALLATION METHODS AND MATERIALS TO BE IN ACCORDANCE WITH LHM 325P.

CHAMBERMaxx[®]



CHAMBERMAXX STORMWATER RETENTION
STANDARD DETAIL
PRE-TREATMENT STRUCTURE OPTION



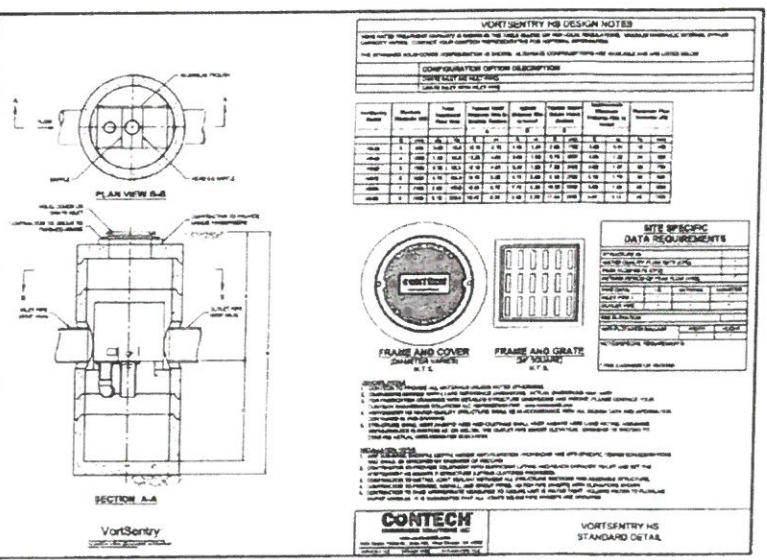
STANDARD MANIFOLD COMPONENTS				
TEE	AVAILABLE DIAMETERS (IN)			
	12	18	24	30
ELBOW	12	18	24	30
MANIFOLD	12	18	24	30

- GENERAL NOTES:
- FITTING MATERIAL TO BE MANUFACTURED FROM CORRUGATED HIGH DENSITY POLYETHYLENE, ASBESTO HEDGES PIPE.
 - FITTINGS TO BE FABRICATED IN ACCORDANCE WITH THE REQUIREMENTS OF ASBESTO HEDGES.
 - FITTINGS DESIGNED TO PROTRUDE 1" INTO END OF THE INLET CHAMBERS.
 - MANIFOLD TEE AND ELBOW JOINTS TO BE CONNECTED UTILIZING MAR-MAC POLYSEAL COUPLERS. REFERENCE WWW.MAR-MAC.COM

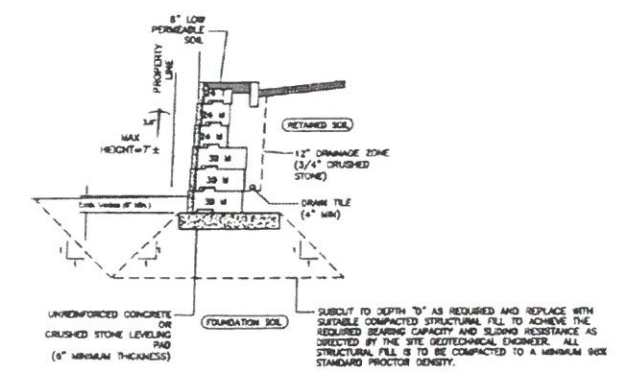
CHAMBERMaxx[®]



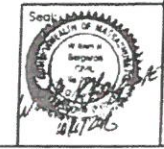
CHAMBERMAXX STORMWATER RETENTION SYSTEM
STANDARD MANIFOLD DETAILS



CONTECH[®] VORTSENTRY HS[®]
NOT TO SCALE



RECON[®] RETAINING WALL
NOT TO SCALE



Owner / Applicant
1615 Beacon Street, LLC
PO Box 920757
Needham, MA 02492

Prepared By:
Hayes Engineering, Inc.
900 Salem Street
Needham, MA 02492
Tel: 781.244.7500
Fax: 781.244.7505
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DETAIL SHEET
#1615 BEACON STREET
CHAPTER 40B COMPREHENSIVE PERMIT
NEWTON, MASS.

Drawing No.:
C8

SHEET 8 OF 8

EXISTING CONDITIONS

#1615 Beacon Street, Newton, Massachusetts

The Applicant is providing a brief summary of the existing conditions in conjunction with the plans and information submitted by the Applicant's Civil Engineer Hayes Engineering Inc. for this site.

The subject site consists of a parcel of land located on the northwesterly corner of Beacon Street and Windsor Road. The site contains one two story wood structure with a lot area of approximately 31,242 square feet of property. The site was recently used for professional offices.

The existing two story structure has a footprint of approximately 1,670 square feet and there is approximately 4,895 square feet of additional impervious area. Therefore approximately 21% of the existing site contains impervious area. The remaining 79% of the site contains landscape areas consisting of grass areas containing shrubs and trees. There is an existing six foot high wood fence along the northeasterly and northwesterly property lines adjacent to the Waban Neighborhood Club Trust Property. The topography of the site ranges from elevation 138 on the northwesterly section of the site up to elevation 146 in the vicinity of the existing building. The site generally slopes away from the existing building with the majority of the site draining towards Windsor Road. All elevations are based upon Boston City Datum.

The property located to the northeasterly and northwesterly of the site is the Waban Neighborhood Club. The southeasterly property line is adjacent to Beacon Street and the southwesterly property line is adjacent to Windsor Road. The property on the opposite side of Windsor Road contains commercial and retail uses. There is an existing driveway located along the Beacon Street frontage that runs northwesterly through the site to a driveway onto Windsor Road. The street

frontages have concrete sidewalks. The frontage along Beacon Street has no parking and the frontage along Windsor Road does have street parking.

There are no wetlands located on or within 100 feet of the subject property. The existing structure is serviced by municipal water and sewer. Gas and electric services are provided from the sidewalk area on Windsor Road.

PROJECT DATA SUMMARY

1. Applicant

1615 Beacon, LLC (the "Applicant") has been organized under the General Laws of the State of Massachusetts and is qualified to undertake the planning and development of the proposed rental community in Newton, MA. The Applicant will develop 23 apartment style units, as well as preserve and renovate the existing four-bedroom unit, on a limited dividend basis as required under all laws and regulations of the Commonwealth of Massachusetts. The project manager and members of Beacon Street, LLC, Amos Eisenberg, Charles Aggouras and Mike Moskowitz have extensive experience on several housing developments in Eastern Massachusetts. The Applicant's consultant SEB, LLC also has extensive experience with multi-family residential housing and has been directly involved with several 40B developments in the City of Newton. The Applicant respectfully requests that all notices from the Board in connection with this Application be sent to Moira Cronin, 165 Chestnut Hill Avenue, Unit 2, Brighton MA 02135

2. Description of the Development

Located on Beacon Street in the Village of Waban, the proposed development will be integrated within a mixed-use area and will benefit from its proximity to the MBTA Green line and all of the commercial and retail amenities of the immediate area. The program features a unique combination of historic preservation as well as the introduction of new complimentary architecture in the apartment building.

The program for the existing historic home will feature a full interior renovation created an enhanced internal lay-out for the single family home (current use is a single family home). The exterior of the building will be fully restored with new horizontal clapboard siding and trim along with new windows and shingled roof. The existing 6/6 windows in the historic house are all replacement windows. Based on historical research, it appears the only remaining historic windows are the 2/2 double-hung and 2-light triple track windows. Thus, the windows in the historic house will be replaced with 2/2 windows except at the triple track on the front elevation first story, which will be preserved. As there were 6/6 windows on the house over 100 years ago (but not since then), the design features a change in the muntin pattern on the historic house back to a 2/2 pattern. This 2/2 pattern will also be prominently featured in the apartment building to maintain consistency throughout the facades. Both buildings will have windows that are two panes width. Changing the windows also emphasizes the Victorian character of the house.

The design intent of new residential building was to play off of the architectural elements of the historic home while introducing a complimentary residential structure. The entrance to the residential lobby has been clearly defined on the exterior by using architectural columns and a roof that will have design details consistent to what exists on the porch of the historic home. The use of projecting bays with the 2/2 double-hung windows, along with the stepping articulation of the façade reduces the massing of the apartment building to tie more closely to the nature of the historic home. The addition of glass rails to the front facade reduces the prominence of the private porches on the new apartment building. The residential top floor is treated with a mansard roof and dormers which bring a vertical scale and proportion to the building similar to that of the historic home. Exterior façade materials such as horizontal clap board siding, trim and windows will be consistent with the materials used for the renovation of the existing historic structure.

The parking garage uses the existing contours of the property so that the overwhelming majority of the garage is not seen from Beacon Street. Access to the garage will be from Windsor Street while guest parking and the parking serving the existing historic home will be from both Windsor and Beacon Street.

The proposal includes six units (25%) to serve households earning up to 80% AMI in order to assure that households priced out of the Newton housing market will be given a great opportunity to live in a beautiful new Newton residence.

3. Qualification as a 40B Development

The development qualifies as assisted “low or moderate income housing” within the meaning of Massachusetts General Laws Chapter 40B, section 20 and will provide six units (25%) which will serve households earning at or below 80% of area median income and thus will meet the definition of low and moderate income under the statute. The Applicant desires to develop this project pursuant to the guidelines of the applicant will use Massachusetts Housing Partnership’s permanent rental financing program for the proposed development.

Preliminary architectural drawings and engineering plans are attached hereto in reduced form and under separate cover as full size drawings.

4. Local Need

According to figures compiled by the Department of Housing and Community Development (DHCD), in December 2014, Newton’s subsidized housing inventory represented 7.5% of its total housing stock, which is below the threshold requirements established under Chapter 40B of M.G.L.

5. Exceptions and Approvals Requested

The subject property is zoned in a “Single Residence 2 Zoning District.” Commercial lands abut the western and southerly boundaries; and a community tennis/pool club butts the property to the East. Certain elements of the proposed development do not comply with the current underlying zoning. Consequently, an exception of use is required to enable multi-family residential at the proposed density to be constructed. Other exceptions to the City of Newton’s Bylaws and other local land use regulations are specifically detailed in this application. If any specific exceptions have not been listed in this application, the applicant, upon notification of such an oversight, shall promptly amend the list of exceptions included herein.

CONCLUSION

For all of the foregoing reasons, and for the additional reasons the Applicant will present at the scheduled public hearing on this Application, the Applicant respectfully requests the Board, after complying with the procedural requirements as provided by law, issue to the Applicant a Comprehensive Permit for the Development.

APPLICANT STATUS

The applicant, 1615 Beacon, LLC is a Massachusetts limited liability company which is a Limited Dividend Organization within the meaning of 760 CMR 56.02 and an eligible applicant under 760 CMR 56.04. Pursuant to the MHP Permanent Rental Financing Program administered by Massachusetts Housing Partnership as the subsidizing agency, the applicant intends to enter into a Regulatory Agreement providing for (i) affordability of the proposed affordable units and (ii) limitation on the applicant's return on investment substantially in form attached.



**Massachusetts
Housing
Partnership**

September 28, 2016

Mr. Michael Moskowitz
Mr. Charles Aggouras
Mr. Amos Eisenberg
1615 Beacon, LLC
P.O. Box 920757
Needham, MA 02492

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

Re: 1615 Beacon Street, Newton (the "Project") - Determination of Project Eligibility under
MHP's Permanent Rental Financing Program - Fannie Mae MBS Affordable

Dear Messrs. Moskowitz, Aggouras and Eisenberg:

462 Main Street
Amherst, Massachusetts 01002
Tel: 413-253-7379
Fax: 413-253-3002

www.mhp.net

This letter is in response to your request for a determination of Project Eligibility under the provisions of the Commonwealth of Massachusetts comprehensive permit process (M.G.L. Chapter 40B, 760 C.M.R. 56, and the Massachusetts Department of Housing and Community Development's Comprehensive Permit Guidelines) (collectively, the "Comprehensive Permit Rules") for the above-referenced Project. The Project, as proposed in your application dated April 13, 2016 and as amended on September 16, 2016 shall consist of twenty-four (24) rental housing units, consisting of seven (7) one-bedroom units, twelve (12) two-bedroom units and four (4) three-bedroom units located in one newly constructed building and one (1) four-bedroom unit located in the existing historic home at 1615 Beacon Street, Newton, Massachusetts on a 31,242 square foot parcel. A total of thirty-one (37) parking spaces will be developed, thirty-one (31) spaces within the newly constructed building along with six (6) surface parking spaces. The project will include ground floor fitness/community space for the residents. The land is currently occupied by a historic structure, the Staples-Craft-Wiswall Farmstead, which is currently occupied as a residential rental property and which will contain one of the project's residential units following historic restoration renovations.

In connection with your request, and in accordance with the Comprehensive Permit Rules, MHP has performed an on-site inspection of the Project, and has reviewed initial pro forma and other pertinent information submitted by 1615 Beacon, LLC ("Applicant"), and has considered comments received from the City of Newton and Newton residents.

Based upon our review, we find the following:

- (i) The Project, as proposed, appears generally eligible under the requirements of MHP's Permanent Rental Financing Program - Fannie Mae MBS Affordable (the "Program"), certain terms of which are set forth on Exhibit A, attached hereto, subject to final approval.
- (ii) The site of the proposed Project is generally appropriate for multi-family residential development with a current use of multifamily rental units. The location is in Waban Village Center, a mixed-use commercial/residential neighborhood in the western part of the City of Newton area within two minutes walking distance of the Waban MBTA Green Line Station. Access to Interstate 95 and Route 9 are within 1.25 and 1.0 mile of the site respectively. The location is highly walkable with many retail and service needs accessible on foot.

The City of Newton's Subsidized Housing Inventory (SHI) is 7.48%. Approximately 46% of the City's SHI units are reserved for elderly/disabled persons. The City does not have a Housing Production Plan, however, the City released a Housing Needs Analysis and Strategic Recommendations in June of 2016. Newton has four zoning districts that allow multifamily housing at various densities by Special Permit, as well as four Mixed-Use districts that allow for both residential and business use, mostly by Special Permit. Multifamily housing is also allowed in most of Newton's Business districts by Special Permit. While the Housing Needs Analysis and Strategic Recommendations (the "Housing Strategy") specifically identifies Beacon Street in and around Waban Village center, as a "housing opportunity corridor" appropriate for small scale multifamily projects, the Housing Strategy also states "the current special permitting process is inefficient and too unpredictable, creating undue risk on residential development."

The City's 2015-2020 Consolidated Plan lists as its highest priority the creation of "affordable housing near amenities, village centers, and public transportation options." After a lengthy public process, Newton recently approved a mixed-use development on an existing 74,800 square foot public parking lot on Austin Street, in the Newtonville village center, that preserves 120 existing public parking spaces, while providing 68 units of housing in a four-story building. The project is not a 40B, but 33% of the units are affordable at various levels. The site was rezoned Mixed-Use (MU-4) to accommodate the Austin Street project. The project is currently under appeal.

Newton's Zoning Ordinance has detailed Inclusionary Zoning provisions (Sec. 5.11) requiring that 15% of the units in any development of more than 6 units be affordable. Developments of 6 or less units may make a cash payment in lieu of the creation of units. The Board of Aldermen may allow a cash payment for larger projects if they find that a specific benefit may be achieved.

These municipal actions to meet housing needs are positive but, given the need for affordable housing, including as documented by the Metropolitan Area Planning Council (MAPC) (<http://www.housing.ma/newton/report>) and two demographic reports prepared for the City of Newton by Barry Bluestone of the Dukakis Center at Northeastern University and the Housing Strategy, these actions do not warrant a conclusion that the site is not generally appropriate for residential development.

- (iii) The proposed conceptual Project design is generally appropriate for the site. Residential units are acceptable and compatible in an area of mixed use development and adjacent uses typical of a mixed use/residential district. The proposed design of the project seeks to mitigate bulk with the placement of the new building behind the existing structure and through the articulation of the building façade and reduced height of the building as it extends towards Beacon Street to coincide with the clubhouse on the adjoining social club property. The building's design, with its roofline, façade treatments, windows and materials, is compatible with the historic building while being distinctive with its mansard roof and offset and setback main entrance. The project design locates the tallest face of the new building on the lowest point of the property on the Windsor Street side. In response to comments provided by the

Newton Historical Commission, the original proposed conceptual project design was changed by pulling back the third story from the west end of the proposed building in order to assist in breaking up the building's mass and reduce perceived height along Windsor Road. In addition, the main entry porch on the Beacon Street elevation has been reduced in height along with the addition of a porch and six light windows to the east end of the Beacon Street elevation to give the proposed building a more residential character. As a fully developed site, there are no sensitive environmental resources, wetland or floodplain issues to address. There are no grading issues associated with the site.

Further design details should address the following during the comprehensive permit process:

- The ten Standards for Rehabilitation, codified in the Department of the Interior regulations found at 36 CFR 67, are regulatory for the review of rehabilitation work under the Historic Preservation Tax Incentives program. Non-mandatory guidelines should also be consulted in addition to these Standards.
- The side of the building with the garage entrance on Windsor Street should include details to improve the street level view, including glazing in the upper section of the garage door, landscape plantings along the foundation wall on either side of the garage entrance, and additional or varied trim elements and materials, while keeping with the architectural era concept.
- The largest tree, which is proposed to be preserved could be impacted by construction of the proposed building foundation. An arborist should make recommendations on its protection during construction.
- The significant vegetation on the boundary between the site and adjacent property should be preserved as much as possible as a visual buffer.

A Project Notification Form was filed with the Massachusetts Historical Commission (MHC) on September 16, 2016. No MHP funding or Chapter 40B Final Approval will be provided until the MHC process is completed. MHP expects that the City of Newton's concerns regarding parking, traffic, and public safety, including pedestrian safety, will be addressed through the comprehensive permit process.

- (iv) Based upon comparable rentals and potential competition from other projects, the proposed Project appears financially feasible within the Newton market.
- (v) The Project appears financially feasible on the basis of estimated development and operating costs set forth in the initial pro forma provided by the Applicant and a land value determination consistent with the Comprehensive Permit Rules. In addition, the Project budgets are consistent with the Comprehensive Permit Rules relative to cost examination and limitations on profit and distributions.
- (vi) The Project will be owned by the Applicant and will be subject to MHP's limited dividend requirements. The Applicant meets the general eligibility standards of the Program; and
- (vii) The Applicant controls the site through ownership.


This letter is intended to be a written preliminary determination of Project Eligibility under the Comprehensive Permit Rules, establishing fundability by a subsidizing agency under a low and moderate income housing subsidy program, which qualifies the Project for consideration for a Comprehensive Permit under M.G.L. Chapter 40B.

This preliminary determination of eligibility is subject to final review of eligibility and final approval by MHP, and is expressly limited to the specific Project proposed in the request for determination of Project Eligibility submitted to MHP and subject to the minimum affordability and additional requirements set forth in Exhibit A hereto. The requirements of the Comprehensive Permit must not result in a loan to value ratio exceeding MHP requirements. Changes to the proposed Project, including without limitation, alterations in unit mix, proposed rents, development team, unit design, development costs and/or income restrictions may affect eligibility and final approval. Accordingly, you are encouraged to keep MHP informed of the status and progress of your application for a Comprehensive Permit and any changes to the Project that may affect program eligibility and/or financial projections. In addition, MHP requires that it be notified (1) when the applicant applies to the local ZBA for a comprehensive permit; (2) when the ZBA issues a decision; and (3) when any appeals are filed.

Please note that this preliminary determination of Project Eligibility is not a commitment or guarantee of or by MHP for financing, either expressed or implied, and, in the event that you determine not to apply to MHP for permanent financing and/or in the event that your application for permanent financing with MHP is denied, this letter shall be of no further force and effect. Also, please note that this letter shall be of no force or effect if the applicant has not filed for a Comprehensive Permit within two years of the date of this letter.

Final review and approval under the Comprehensive Permit Rules will be undertaken by MHP only in conjunction with an application to MHP for permanent mortgage financing for the Project. After the issuance of a Comprehensive Permit for the Project, MHP would be pleased to entertain a request for permanent mortgage financing pursuant to and in accordance with MHP's standard underwriting process. At that time, MHP shall require a complete loan application, a copy of the decision of the ZBA and any amendments thereto, a copy of the decision, if any, by the Housing Appeals Committee and revised preliminary plans and designs, if applicable, as well as such additional documents and information as is required as part of the loan underwriting process. Should you have any comments or questions concerning this letter, please do not hesitate to call me at 857-317-8552.

Sincerely,



David Hanifin
Senior Loan Officer

cc: Roberta Rubin, Chief Counsel, Department of Housing and Community Development
Setti Warren, Mayor, City of Newton
Brooke K. Lipsitt, Chair, Zoning Board of Appeals, City of Newton
Barney Heath, Director, Planning and Development Department, City of Newton

EXHIBIT A

**Affordability
Requirements:**

At least six (6) of the units must be affordable to households earning up to eighty percent (80%) of the median area income. Such units shall include two (2) one-bedroom units, three (3) two-bedroom units and one (1) three-bedroom unit. The affordability requirements will be documented through an affordable housing agreement that will be recorded prior to the mortgage and shall create covenants running with the Property for a minimum period of thirty (30) years. Comprehensive permit requirements may extend the affordability requirements beyond the initial 30-year term.

**Limited
Dividend
Policy:**

The owner must comply with MHP's limited dividend policy.

Development Team

Applicant/Developer

1615 Beacon, LLC
PO Box 920757
Needham, MA 02492
Phone: (781) 910.7933
Email: mike@eclipsemgmt.com
charles@gfcddevelopment.com

Civil Engineering

William R. Bergeron, P.E.
Project Engineer
Hayes Engineering, Inc
603 Salem Street
Wakefield, MA 01945
Phone: (781) 246.2800
Fax: (781) 246.7596
Email: bbergeron@hayeseng.com
www.hayeseng.com

Architect

Dartagnan Brown
EMBARC Studio
60 K Street, 3rd Floor
Boston, MA 02127
Tel: (617) 766.8330
Email: dbrown@embarcstudio.com
www.embarcstudio.com

40B Consultant

Geoffrey Engler
SEB, LLC
165 Chestnut Hill Avenue, #2
Brighton, MA 02135
Tel: (617) 782.2300
Email: gengler@s-e-b.com
www.s-e-b.com

Traffic Consultant

Jeffrey Dirk P.E., PTOE, FITE
Vanasse & Associates
35 NE Business Ctr. Dr. Suite 140
Andover, MA 01810
Tel: (978) 474.8800
Fax: (978) 688.6508
Email: jdirk@rdva.com

Landscape Architect

Kate Kennen
OffShoots
547 Rutherford Ave
Charlestown, MA 02129
Tel: (617) 519.1488
Fax: (617) 439.0126
Email: kate@offshootsinc.com
www.offshootsinc.com

Legal Counsel

Peter Freeman
Freeman Law Group
86 Willow Street
Yarmouth, MA 02675
Tel: (508) 362.4700
Email: peterfreeman@freemanlawgroup.com



Bk: 65540 Pg: 426 Doc: DEED
Page: 1 of 4 06/15/2015 12:34 PM

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 001
Date: 06/15/2015 12:34 PM
Ctrl# 223748 14555 Doc# 00090995
Fee: \$9,576.00 Cons: \$2,100,000.00

QUITCLAIM DEED

Sheldon Peck, being married to Leena Peck, of Boston, MA for consideration paid in the amount of Two Million One Hundred Thousand dollars and 00/100 (\$2,100,000.00) grants to 1615 Beacon LLC, a Massachusetts limited liability company with a principal business address of 66 Cranberry Lane, Needham, MA 02492, with Quitclaim Covenants the following described property:

The land with the buildings thereon known and numbered as 1615 Beacon Street, Waban, Middlesex County, Massachusetts, bounded and described as follows:

Newton MD

Beginning at a point on the Easterly line of Windsor Road at the Northerly tangent point of a curve having a radius of 486.82 feet, shown on a Plan and Profile Showing Relocation, Widening, and Grade of Windsor Road, dated May 1, 1932, by William P. Morse, City Engineer, recorded with Middlesex South District Deeds in Book 5658, Page 19 thence running.

NORTHEASTERLY	by land now or formerly of the Waban Neighborhood Club, one hundred sixty-six (166) feet, more or less, to a stake at other land now or formerly of said Waban Neighborhood Club; then turning and running
SOUTHEASTERLY	by said other land now or formerly of said Waban Neighborhood Club, one hundred twenty-eight (128) feet, more or less, to Beacon Street; then turning and running
SOUTHWESTERLY	by the Northwesterly line of said Beacon Street one hundred seventy-five and 91/100 (175.91) feet, more or less, to the Easterly tangent point of a curve having a radius of 17.58 feet, as shown on said plan; then running
WESTERLY	and Northwesterly by a curving line forming the junction of said Beacon Street and Windsor Road as shown on said plan, twenty-nine and 88/100 (29.88) feet; then running
NORTHWESTERLY	by the Northeasterly line of said Windsor Road as shown on said plan, one hundred four and 72/100 (104.72) feet; then continuing

1615 Beacon Street, Waban, Newton

NORTHWESTERLY
and NORTHERLY

by the Northeasterly and Easterly line of said Windsor Road by two lines, as shown on said plan, measuring respectively thirty-three and 03/100 (33.03) feet and twenty-five and 98/100 (25.98) feet; then continuing along said line marked 25.98 feet, as shown on said plan, for a distance measuring twenty-seven and 39/100 (27.39) feet, to the point of beginning.

Address of granted premises: 1615 Beacon Street, Newton (Waban), MA 02468.

So much of the above-described land as borders on said Windsor Road and Beacon Street is subject to the right to slope, as set forth in deed to the City of Newton dated May 1, 1932, recorded with Middlesex South District Deeds in Book 5706, Page 190, and in an instrument of taking by said City of Newton recorded with said Deeds in Book 5658, Page 18.

Subject to and with the benefit of, as the case may be, takings, easements and restrictions of record, to the extent in force and applicable, and subject to and with the benefit of the Variance granted by the City of Newton dated April 7, 1987 recorded with said Deeds at Book 18022, Page 50, to the extent in force and applicable.

Meaning and intending to convey the land containing 31,242 square feet, more or less, with buildings thereon as shown on a plan entitled "Plan of Land in Newton, Mass., Owner of Record Donald W. and Virginia T. Nordbeck," prepared by Apex Associates, Land Surveyors, Newton Highlands, Mass., dated February 22, 1983, and recorded with Middlesex South District Deeds in Book 15018, Page 443 as Plan No. 484.

The mortgage to the Grantor from Donald W. Nordbeck and Virginia T. Nordbeck recorded with said Deeds at Book 15162, Page 321 merged into the Grantor and is therefore discharged and of no further force or effect.

Being the same premises conveyed to Sheldon Peck by deed from Donald W. Nordbeck and Virginia T. Nordbeck, husband and wife, dated November 10, 1983, and recorded with said Deeds, Book 15311, Page 563.

Grantor hereby releases, under the penalties of perjury, any and all homestead rights that they may have in the property, and submits that no other individuals are entitled to homestead rights.

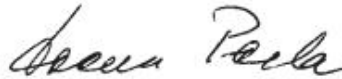
Grantor hereby releases, under the penalties of perjury, any and all homestead rights that they may have in the property, and submits that no other individuals are entitled to homestead rights.

Grantor's spouse, Leena Peck, by signing this Deed, hereby releases all rights of homestead, if any, as such may apply only to the property conveyed by this deed known as 1615 Beacon Street, Waban, Massachusetts, and to no other property.

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Bk: 65540 Pg: 429

Witness the hand and seal of the undersigned this 5th day of June, 2015.



Leena Peck


Commonwealth of Massachusetts
County of Suffolk

On this 5th day of June, 2015, before me, the undersigned notary public, personally appeared Leena Peck, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 10-12-18



ALICIA M. GILLIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 12, 2018


Bk: 65540 Pg: 428

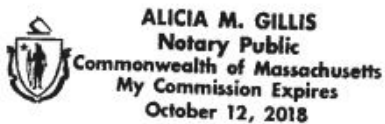
Witness the hand and seal of the undersigned this 5th day of June, 2015.


Sheldon Peck

Commonwealth of Massachusetts
County of Suffolk

On this 5th day of June, 2015, before me, the undersigned notary public, personally appeared Sheldon Peck, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 10-12-18



Department of Housing and Community Development
Chapter 40B Subsidized Housing Inventory (SHI)
as of December 5, 2014

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	511	478	7.5%
Acton	8,475	1,107	551	6.5%
Acushnet	4,097	133	103	2.5%
Adams	4,337	321	321	7.4%
Agawam	12,090	499	467	3.9%
Alford	231	0	0	0.0%
Amesbury	7,041	869	505	7.2%
Amherst	9,621	1,081	1,034	10.7%
Andover	12,324	1,428	1,145	9.3%
Aquinnah	158	41	41	25.9%
Arlington	19,881	1,429	1,121	5.6%
Ashburnham	2,272	147	32	1.4%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	346	241	3.7%
Athol	5,148	247	247	4.8%
Attleboro	17,978	1,177	1,177	6.5%
Auburn	6,808	242	242	3.6%
Avon	1,763	74	74	4.2%
Ayer	3,440	456	290	8.4%
Barnstable	20,550	1,832	1,373	6.7%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,087	902	16.9%
Belchertown	5,771	398	372	6.4%
Bellingham	6,341	702	537	8.5%
Belmont	10,117	392	380	3.8%
Berkley	2,169	139	24	1.1%
Berlin	1,183	222	65	5.5%
Bernardston	930	24	24	2.6%
Beverly	16,522	2,142	1,946	11.8%
Billerica	14,442	1,487	857	5.9%
Blackstone	3,606	165	123	3.4%
Blandford	516	1	1	0.2%
Bolton	1,729	192	64	3.7%
Boston	269,482	52,453	49,324	18.3%
Bourne	8,584	1,227	596	6.9%
Boxborough	2,062	327	24	1.2%
Boxford	2,730	64	23	0.8%

Boylston	1,765	26	24	1.4%
Braintree	14,260	1,636	1,098	7.7%
Brewster	4,803	293	246	5.1%
Bridgewater	8,288	579	524	6.3%
Brimfield	1,491	80	80	5.4%
Brockton	35,514	4,485	4,485	12.6%
Brookfield	1,452	47	41	2.8%
Brookline	26,201	2,634	2,111	8.1%
Buckland	866	3	3	0.3%
Burlington	9,627	1,395	993	10.3%
Cambridge	46,690	7,174	7,084	15.2%
Canton	8,710	1,180	1,075	12.3%
Carlisle	1,740	52	46	2.6%
Carver	4,514	146	146	3.2%
Charlemont	615	3	3	0.5%
Charlton	4,774	83	83	1.7%
Chatham	3,460	176	170	4.9%
Chelmsford	13,741	1,545	1,169	8.5%
Chelsea	12,592	2,130	2,125	16.9%
Cheshire	1,481	0	0	0.0%
Chester	585	22	22	3.8%
Chesterfield	524	17	17	3.2%
Chicopee	25,074	2,588	2,551	10.2%
Chilmark	418	3	3	0.7%
Clarksburg	706	8	8	1.1%
Clinton	6,375	549	549	8.6%
Cohasset	2,898	325	311	10.7%
Colrain	731	0	0	0.0%
Concord	6,852	766	710	10.4%
Conway	803	0	0	0.0%
Cummington	426	16	16	3.8%
Dalton	2,860	158	158	5.5%
Danvers	11,071	1,472	1,109	10.0%
Dartmouth	11,775	959	929	7.9%
Dedham	10,115	1,152	1,107	10.9%
Deerfield	2,154	33	33	1.5%
Dennis	7,653	349	335	4.4%
Dighton	2,568	417	115	4.5%
Douglas	3,147	183	140	4.4%
Dover	1,950	69	17	0.9%
Dracut	11,318	1,004	719	6.4%
Dudley	4,360	104	104	2.4%
Dunstable	1,085	0	0	0.0%
Duxbury	5,532	441	196	3.5%
East Bridgewater	4,897	230	173	3.5%
East Brookfield	888	0	0	0.0%
East Longmeadow	6,072	504	436	7.2%

Eastham	2,632	59	50	1.9%
Easthampton	7,567	505	449	5.9%
Easton	8,105	629	531	6.6%
Edgartown	1,962	94	89	4.5%
Egremont	596	0	0	0.0%
Erving	778	0	0	0.0%
Essex	1,477	40	40	2.7%
Everett	16,691	1,314	1,314	7.9%
Fairhaven	7,003	473	473	6.8%
Fall River	42,650	4,927	4,831	11.3%
Falmouth	14,870	1,231	963	6.5%
Fitchburg	17,058	1,656	1,655	9.7%
Florida	335	0	0	0.0%
Foxborough	6,853	621	611	8.9%
Framingham	27,443	2,870	2,870	10.5%
Franklin	11,350	1,543	1,078	9.5%
Freetown	3,263	98	80	2.5%
Gardner	9,064	1,297	1,297	14.3%
Georgetown	3,031	354	354	11.7%
Gill	591	24	24	4.1%
Gloucester	13,270	986	951	7.2%
Goshen	440	6	6	1.4%
Gosnold	41	0	0	0.0%
Grafton	7,160	642	325	4.5%
Granby	2,451	66	66	2.7%
Granville	630	3	3	0.5%
Great Barrington	3,072	316	244	7.9%
Greenfield	8,325	1,160	1,143	13.7%
Groton	3,930	378	212	5.4%
Groveland	2,423	137	80	3.3%
Hadley	2,200	285	285	13.0%
Halifax	2,971	28	28	0.9%
Hamilton	2,783	124	84	3.0%
Hampden	1,941	60	60	3.1%
Hancock	326	0	0	0.0%
Hanover	4,832	455	455	9.4%
Hanson	3,572	270	148	4.1%
Hardwick	1,185	22	22	1.9%
Harvard	1,982	279	110	5.5%
Harwich	6,121	333	333	5.4%
Hatfield	1,549	47	47	3.0%
Haverhill	25,557	2,694	2,465	9.6%
Hawley	137	0	0	0.0%
Heath	334	0	0	0.0%
Hingham	8,841	2,161	561	6.3%
Hinsdale	918	0	0	0.0%
Holbrook	4,262	439	439	10.3%

Holden	6,624	507	393	5.9%
Holland	1,051	19	19	1.8%
Holliston	5,077	332	225	4.4%
Holyoke	16,320	3,411	3,368	20.6%
Hopedale	2,278	108	108	4.7%
Hopkinton	5,087	558	439	8.6%
Hubbardston	1,627	49	49	3.0%
Hudson	7,962	1,089	918	11.5%
Hull	4,964	93	93	1.9%
Huntington	919	47	47	5.1%
Ipswich	5,735	520	494	8.6%
Kingston	4,881	356	179	3.7%
Lakeville	3,852	572	256	6.6%
Lancaster	2,544	207	124	4.9%
Lanesborough	1,365	28	28	2.1%
Lawrence	27,092	3,926	3,907	14.4%
Lee	2,702	173	176	6.5%
Leicester	4,231	163	163	3.9%
Lenox	2,473	178	178	7.2%
Leominster	17,805	1,479	1,442	8.1%
Leverett	792	2	2	0.3%
Lexington	11,946	1,510	1,329	11.1%
Leyden	300	0	0	0.0%
Lincoln	2,153	310	238	11.2%
Littleton	3,443	643	431	12.5%
Longmeadow	5,874	267	267	4.5%
Lowell	41,308	5,250	5,215	12.6%
Ludlow	8,337	187	187	2.2%
Lunenburg	4,037	164	164	4.1%
Lynn	35,701	4,452	4,451	12.5%
Lynnfield	4,319	704	491	11.4%
Malden	25,122	2,628	2,562	10.2%
Manchester	2,275	122	110	4.8%
Mansfield	8,725	1,042	946	10.8%
Marblehead	8,528	399	333	3.9%
Marion	2,014	204	155	7.7%
Marlborough	16,347	1,728	1,660	10.2%
Marshfield	9,852	753	550	5.6%
Mashpee	6,473	314	298	4.6%
Mattapoisett	2,626	71	71	2.7%
Maynard	4,430	387	369	8.3%
Medfield	4,220	209	191	4.5%
Medford	23,968	1,685	1,647	6.9%
Medway	4,603	285	233	5.1%
Melrose	11,714	1,209	892	7.6%
Mendon	2,072	77	40	1.9%
Merrimac	2,527	397	141	5.6%

Methuen	18,268	1,938	1,649	9.0%
Middleborough	8,921	928	509	5.7%
Middlefield	230	4	4	1.7%
Middleton	3,011	173	151	5.0%
Milford	11,379	980	718	6.3%
Millbury	5,592	244	221	4.0%
Millis	3,148	184	121	3.8%
Millville	1,157	26	26	2.2%
Milton	9,641	733	477	4.9%
Monroe	64	0	0	0.0%
Monson	3,406	152	152	4.5%
Montague	3,926	423	391	10.0%
Monterey	465	0	0	0.0%
Montgomery	337	0	0	0.0%
Mount Washington	80	0	0	0.0%
Nahant	1,612	48	48	3.0%
Nantucket	4,896	179	121	2.5%
Natick	14,052	1,672	1,442	10.3%
Needham	11,047	969	838	7.6%
New Ashford	104	0	0	0.0%
New Bedford	42,816	5,155	5,124	12.0%
New Braintree	386	0	0	0.0%
New Marlborough	692	0	0	0.0%
New Salem	433	0	0	0.0%
Newbury	2,699	94	94	3.5%
Newburyport	8,015	720	606	7.6%
Newton	32,346	2,515	2,438	7.5%
Norfolk	3,112	144	111	3.6%
North Adams	6,681	886	880	13.2%
North Andover	10,902	1,393	932	8.5%
North Attleborough	11,553	308	296	2.6%
North Brookfield	2,014	142	142	7.1%
North Reading	5,597	645	533	9.5%
Northampton	12,604	1,586	1,521	12.1%
Northborough	5,297	718	605	11.4%
Northbridge	6,144	470	455	7.4%
Northfield	1,290	27	27	2.1%
Norton	6,707	898	588	8.8%
Norwell	3,652	426	271	7.4%
Norwood	12,441	992	980	7.9%
Oak Bluffs	2,138	158	146	6.8%
Oakham	702	0	0	0.0%
Orange	3,461	431	431	12.5%
Orleans	3,290	337	307	9.3%
Otis	763	0	0	0.0%
Oxford	5,520	404	404	7.3%
Palmer	5,495	329	284	5.2%

Paxton	1,590	62	62	3.9%
Peabody	22,135	2,146	2,031	9.2%
Pelham	564	4	4	0.7%
Pembroke	6,477	807	625	9.6%
Pepperell	4,335	197	129	3.0%
Peru	354	0	0	0.0%
Petersham	525	0	0	0.0%
Phillipston	658	11	11	1.7%
Pittsfield	21,031	2,078	1,957	9.3%
Plainfield	283	0	0	0.0%
Plainville	3,459	209	175	5.1%
Plymouth	22,285	840	692	3.1%
Plympton	1,039	63	51	4.9%
Princeton	1,324	21	21	1.6%
Provincetown	2,122	210	169	8.0%
Quincy	42,547	4,077	4,077	9.6%
Randolph	11,980	1,279	1,279	10.7%
Raynham	5,052	604	489	9.7%
Reading	9,584	1,137	742	7.7%
Rehoboth	4,252	95	23	0.5%
Revere	21,956	1,769	1,759	8.0%
Richmond	706	3	3	0.4%
Rochester	1,865	8	8	0.4%
Rockland	7,030	453	407	5.8%
Rockport	3,460	135	135	3.9%
Rowe	177	0	0	0.0%
Rowley	2,226	179	94	4.2%
Royalston	523	3	3	0.6%
Russell	687	13	13	1.9%
Rutland	2,913	81	81	2.8%
Salem	18,998	2,350	2,348	12.4%
Salisbury	3,842	555	342	8.9%
Sandisfield	401	0	0	0.0%
Sandwich	8,183	566	287	3.5%
Saugus	10,754	825	749	7.0%
Savoy	318	0	0	0.0%
Scituate	7,163	355	310	4.3%
Seekonk	5,272	88	84	1.6%
Sharon	6,413	472	472	7.4%
Sheffield	1,507	30	30	2.0%
Shelburne	893	51	51	5.7%
Sherborn	1,479	41	34	2.3%
Shirley	2,417	60	60	2.5%
Shrewsbury	13,919	957	860	6.2%
Shutesbury	758	2	2	0.3%
Somerset	7,335	271	271	3.7%
Somerville	33,632	3,270	3,258	9.7%

South Hadley	7,091	396	396	5.6%
Southampton	2,310	44	44	1.9%
Southborough	3,433	610	286	8.3%
Southbridge	7,517	490	490	6.5%
Southwick	3,852	177	173	4.5%
Spencer	5,137	268	267	5.2%
Springfield	61,556	10,247	9,970	16.2%
Sterling	2,918	269	68	2.3%
Stockbridge	1,051	111	111	10.6%
Stoneham	9,399	501	495	5.3%
Stoughton	10,742	1,535	1,207	11.2%
Stow	2,500	331	179	7.2%
Sturbridge	3,759	260	209	5.6%
Sudbury	5,921	575	354	6.0%
Sunderland	1,718	8	8	0.5%
Sutton	3,324	176	42	1.3%
Swampscott	5,795	218	212	3.7%
Swansea	6,290	247	236	3.8%
Taunton	23,844	1,844	1,650	6.9%
Templeton	3,014	476	198	6.6%
Tewksbury	10,803	1,306	1,037	9.6%
Tisbury	1,965	123	109	5.5%
Tolland	222	0	0	0.0%
Topsfield	2,157	164	146	6.8%
Townsend	3,356	214	150	4.5%
Truro	1,090	27	27	2.5%
Tyngsborough	4,166	638	340	8.2%
Tyringham	149	0	0	0.0%
Upton	2,820	223	178	6.3%
Uxbridge	5,284	427	257	4.9%
Wakefield	10,459	1,059	694	6.6%
Wales	772	55	55	7.1%
Walpole	8,984	470	470	5.2%
Waltham	24,805	2,253	1,785	7.2%
Ware	4,539	425	425	9.4%
Wareham	9,880	889	759	7.7%
Warren	2,202	108	108	4.9%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	1,219	1,000	6.4%
Wayland	4,957	362	200	4.0%
Webster	7,788	666	666	8.6%
Wellesley	9,090	597	561	6.2%
Wellfleet	1,550	34	34	2.2%
Wendell	419	5	5	1.2%
Wenham	1,404	190	122	8.7%
West Boylston	2,729	429	136	5.0%

West Bridgewater	2,658	173	119	4.5%
West Brookfield	1,578	57	57	3.6%
West Newbury	1,558	86	34	2.2%
West Springfield	12,629	440	440	3.5%
West Stockbridge	645	0	0	0.0%
West Tisbury	1,253	38	23	1.8%
Westborough	7,304	718	668	9.1%
Westfield	16,001	1,138	1,138	7.1%
Westford	7,671	987	575	7.5%
Westhampton	635	10	10	1.6%
Westminster	2,826	274	87	3.1%
Weston	3,952	252	142	3.6%
Westport	6,417	449	222	3.5%
Westwood	5,389	611	493	9.1%
Weymouth	23,337	1,919	1,895	8.1%
Whately	654	2	2	0.3%
Whitman	5,513	218	218	4.0%
Wilbraham	5,442	254	253	4.6%
Williamsburg	1,165	51	51	4.4%
Williamstown	2,805	148	148	5.3%
Wilmington	7,788	1,048	820	10.5%
Winchendon	4,088	345	345	8.4%
Winchester	7,920	199	152	1.9%
Windsor	387	0	0	0.0%
Winthrop	8,253	637	637	7.7%
Woburn	16,237	1,318	1,150	7.1%
Worcester	74,383	9,983	9,971	13.4%
Worthington	553	22	22	4.0%
Wrentham	3,821	269	165	4.3%
Yarmouth	12,037	625	518	4.3%
Totals	2,692,186	282,268	250,863	9.3%

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



Massachusetts
Housing Partnership Fund

CHAPTER 40B REGULATORY AND AFFORDABLE HOUSING AGREEMENT FOR LIMITED DIVIDEND ORGANIZATIONS

This Chapter 40B Regulatory and Affordable Housing Agreement For Limited Dividend Organizations ("Agreement") is entered into this ____ day of _____, 201_ by and between _____, a _____ [corporation] [_____ limited liability company] [_____ limited partnership], having a mailing address of _____ (the "Borrower"), and the MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD, a Massachusetts body politic and corporate with its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 (the "Lender").

RECITALS

- A. The Borrower is the owner of certain real property known and numbered as _____, _____, Massachusetts, being more particularly described on Exhibit A attached hereto (the "Mortgaged Property"), on which the Borrower intends to construct a housing development known as "_____" consisting of _____ (____) units of residential rental housing (the "Housing Development").
- B. The Mortgaged Property is subject to and has the benefit of a comprehensive permit, issued by the Town of _____, acting by and through its Zoning Board of Appeals (the "Municipality") pursuant to M.G.L. c. 40B, §§ 20-23 and regulations promulgated thereunder (the "Act") and recorded with the _____ Registry of Deeds in Book ___, Page ___ (the "Comprehensive Permit").
- C. The Lender is a subsidizing agency under the Act and has agreed to make a permanent mortgage loan to the Borrower in the original principal amount of \$_____ (the "Loan") as provided in a certain Commitment Letter dated _____.
- D. The Lender requires, as a condition to making the Loan, that the Borrower enter into this Agreement in order to create certain covenants running with the Mortgaged Property for the purpose of ensuring that the Affordable Housing Units (as defined below) are rented to Families (as defined below) who meet the income and other eligibility criteria set forth in this Agreement for the period set forth herein.
- E. The Borrower has agreed to enter into this Agreement imposing covenants running with the Mortgaged Property as a condition of the Loan, which Agreement shall be binding upon the Borrower and all subsequent owners of the Mortgaged Property, for the purposes of providing for the monitoring and enforcement of the limited dividend requirement, the affordable housing restrictions and the affirmative marketing requirements for the period set forth herein.

Please return to:
Judith S. Jacobson, Deputy Director & General Counsel
Massachusetts Housing Partnership
160 Federal Street
Boston, MA 02110

A G R E E M E N T

For good and valuable consideration, and with the intent of being legally bound, the parties hereto agree as follows:

1. Paragraphs A through E set forth in the Recitals section above are incorporated herein by reference as if fully re-stated.
2. Definitions.
 - (a) Affordable Housing Unit: An [80%][50%] AMI Unit.
 - (b) AMI: The median income for the area in which the Mortgaged Property is located, adjusted for household size, as determined by HUD.
 - (c) Annual Limited Dividend Financial Report: An annual report to be prepared by the Borrower on a form prescribed by the Lender pursuant to Lender's Limited Dividend Policy.
 - (d) Base Fee: The Base Fee adopted by the Lender and further defined in Section 14(c) of this Agreement in connection with determining the annual monitoring services fees for monitoring the Borrower's compliance with this Agreement during the Fee-Based Monitoring Period.
 - (e) Borrower's Equity: \$ _____, as the same may be adjusted from time to time, as determined by and in accordance with Lender's Limited Dividend Policy defined below. The parties acknowledge that Borrower's Equity is based on projected project costs and will be updated on or before the Loan Closing Date to reflect actual costs or as-complete appraised value, as Borrower shall select.
 - (f) CPI-U: The Consumer Price Index for Urban Consumers, further distinguished as the index for "Selected Areas, Northeast-Urban, Size A" published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the Lender appropriately adjusted.
 - (g) Default. As defined in Section 15(a).
 - (h) Development Revenues: All rental income, receipts and other revenue derived from the operation of the Mortgaged Property other than revenues derived from any sales, financing, or other capital transaction.
 - (i) DHCD: The Massachusetts Department of Housing and Community Development or any successor agency overseeing the implementation of the Act.
 - (j) [80% AMI Unit]: A unit that is rented to and occupied by, or is available for rent to and occupancy by, a Family with income at or below eighty percent (80%) of AMI.]
 - (k) Event of Default. As defined in Section 15(a).
 - (l) Excess Equity: Annual net cash flow as calculated in accordance with the Annual Limited Dividend Report in excess of the MAALD (as defined below).
 - (m) Excess Equity Account: An interest-bearing account maintained by the Lender for the benefit of the Mortgaged Property during the Limited Dividend Term (as defined below) containing Excess Equity.
 - (n) Family : One or more individuals occupying a unit in accordance with the definition adopted by HUD for the so-called Section 8 program under the United States Housing Act of 1937, as amended, and the regulations promulgated thereunder (the "Section 8 Program").
Notwithstanding the foregoing, a household comprised of a full-time student or students shall not qualify as a Family except as permitted under the Low-Income Housing Tax Credit Program, Internal Revenue Code Section 42(i)(3)(D).
 - (o) Fee-Based Monitoring Period: The period commencing on the earlier of (i) prepayment of the Loan or (ii) maturity of the Loan, and continuing until the expiration of the Term.

- (p) [50% AMI Unit]: A unit that is rented to and occupied by, or is available for rent to and occupancy by, a Family with income at or below fifty percent (50%) of AMI.]
- (q) Fiscal Year: The fiscal year of the Borrower ending _____.
- (r) HUD: The United States Department of Housing and Urban Development.
- (s) Lender's Limited Dividend Policy: The Lender's policy, so captioned, dated [September 2013], which is fully incorporated herein by reference. Notwithstanding anything in this Agreement to the contrary, in the event of any conflict between the terms of this Agreement and the terms of the Limited Dividend Policy, the terms of this Agreement shall control.
- (t) Limited Dividend Distribution: The aggregate annual distributions permitted to be made to the Borrower from time to time as calculated pursuant to the Annual Limited Dividend Financial Report or as otherwise permitted pursuant to this Agreement.
- (u) Limited Dividend Organization: Any applicant which proposes to sponsor housing under the Act and is not a public agency or non-profit corporation, and is eligible to receive a subsidy from a state or federal agency after a comprehensive permit has been issued and which, unless otherwise governed by a federal act or regulation, agrees to limit the dividend on the invested equity to no more than that allowed by the Lender's Limited Dividend Policy during the Limited Dividend Term. Lender acknowledges that Borrower qualifies as a Limited Dividend Organization by executing this Agreement and performing its obligations hereunder.
- (v) Limited Dividend Term: The period commencing on the date of this Agreement and ending on the date that shall be [fifteen (15) years] from the date that the Mortgaged Property begins to generate Development Revenues, as such date shall be certified in writing by Borrower to Lender. The parties agree to execute a supplemental instrument in recordable form setting forth the precise Limited Dividend Term once the same is established. [longer of loan term or 15 years]
- (w) Loan Closing Date: The date the Lender funds the Loan to the Borrower. The parties acknowledge that the deadline for the closing of the Loan is _____, unless extended by the Lender in writing.
- (x) Loan Documents: As defined in the loan agreement to be entered into between Borrower and Lender (including, without limitation, this Agreement, but only during the period that the Loan is outstanding). During the period that the Loan is outstanding, in the event of any conflict between the terms of the other Loan Documents and this Agreement, the terms of the other Loan Documents shall control. Notwithstanding the use of the terms "Borrower" and "Lender" in this Agreement, the parties acknowledge and agree that this Agreement may remain in effect during the Fee-Based Monitoring Period, and at that time Lender and Borrower shall no longer have the relationship of borrower and lender, but Lender shall act solely in its capacity as the enforcer of this Agreement pursuant to 760 CMR 56.05(13).
- (y) MAALD: The maximum allowable annual limited dividend as determined in accordance with Lender's Limited Dividend Policy.
- (z) Mortgage: The Mortgage and Security Agreement to be recorded with respect to the Mortgaged Property.
- (aa) Mortgage Debt: All sums due or required to be paid pursuant to the Loan Documents.
- (bb) Municipality: The Town of _____, acting by and through its Zoning Board of Appeals.
- (cc) Occupancy Requirements: As defined in Section 6(b).
- (dd) Registry: The _____ Registry of Deeds [and/or the _____ County Registry of the Land Court].
- (ee) Term: The period commencing on the date this Agreement is recorded at the Registry and ending on the later of (a) the date on which the Mortgage is discharged or (b) the date which is [thirty (30)] years from the Loan Closing Date, unless earlier terminated in accordance with Section 4 hereof, subject however, to the provisions hereof relative to the Limited Dividend

Term. [for new construction: 30 years][for substantial rehabilitation: loan term but minimum of 15 years]

3. Affordable Housing Restrictions. The Borrower intends, declares and covenants that, during the Term of this Agreement, this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Mortgaged Property (i) shall be and are covenants running with the Mortgaged Property, encumbering the Mortgaged Property for the Term of this Agreement, binding upon the Borrower, the Borrower's successors in title and all subsequent owners and operators of the Mortgaged Property; (ii) are not merely personal covenants of Borrower; and (iii) shall inure to the benefit of the Lender and its respective successors and assigns during the Term of this Agreement. The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of the Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the full Term hereof. Unless the covenants contained herein have been released by the Lender in writing, they shall survive and be effective for the Term of this Agreement regardless of whether any obligations owed to the Lender or to any assignees of the Lender in connection with the Loan have been fully paid and/or performed. The Borrower acknowledges that regardless of the duration of the Term of this Agreement, the Affordable Housing Units shall, pursuant to the Comprehensive Permit, remain affordable in "perpetuity", meaning for so long as the Housing Development is maintained and occupied on the Mortgaged Property as contemplated by the Comprehensive Permit. The Lender shall provide written notice to the Chief Executive Officer of the Municipality of the expiration of the Term of this Agreement at least six (6) months prior thereto.

4. Term and Effective Date.

(a) This Agreement shall become effective upon the recording of this Agreement with the Registry, and shall continue for the Term, notwithstanding any sale or refinance of the Mortgaged Property or payment or prepayment of the Loan and the obligations secured by the Mortgage. Notwithstanding the foregoing, the Lender may release and discharge this Agreement prior to the expiration of the Term if a regulatory agreement sufficient for the Mortgaged Property to comply with the requirements of the Act, its implementing regulations and DHCD guidance, as reasonably determined by Lender, is recorded in the Registry that, inter alia, provides for monitoring and enforcement of the requirements of the Comprehensive Permit and continued compliance by the Project with the Comprehensive Permit and the Act. Prior to any such release and discharge, notice of such regulatory agreement shall be sent to the Municipality, which may review any such regulatory agreement for compliance with the Act and the Comprehensive Permit. If, within twenty (20) days of receipt of any such regulatory agreement, the Municipality notifies Lender in writing that it believes such regulatory agreement does not comply with the Act or the Comprehensive Permit, Lender shall, in good faith, make all reasonable efforts to address the Municipality's concerns. Upon expiration of the Term of this Agreement, the rights and obligations of the Lender, its designee, successors and/or assigns hereunder with respect to the monitoring and enforcement of compliance with the terms hereof shall automatically terminate without the need of either party to execute or record any additional document. Notwithstanding anything to the contrary contained herein, any provision of this Agreement (the "Limited Dividend Provisions") relative to the limitation of the use or distribution of Development Revenues, and any reporting or enforcement rights with respect thereto (including without limitation, the provisions of Sections 11, 12 and 13(b) below) shall bind, and the benefits shall inure to, respectively, Borrower and Lender and their respective successors and assigns, only until the expiration of the Limited Dividend Term and the satisfaction of all obligations herein applicable during the Limited Dividend Term, upon which the Limited Dividend Provisions shall be of no further force and effect.

(b) In the event that the Loan does not close prior to the Loan Closing Date, as the same may be extended by Lender in writing, or in the event that Borrower at any time elects not to accept the Loan, but Borrower has constructed or still intends to construct the Housing Development, then (i) Borrower shall be required to obtain a replacement subsidy as may be required under the Act as expeditiously as is reasonably practical; and (ii) Borrower shall execute and record a replacement regulatory agreement with the entity providing such replacement subsidy. Simultaneously with the recording of the replacement regulatory agreement, Borrower and Lender shall execute and record a release and termination of this Agreement. The Borrower's failure to comply with this Section 4(b) shall be a default of this Agreement; provided, however that Borrower shall not be in default so long as it is using commercially reasonable efforts to obtain a replacement subsidy.

(c) In the event that Borrower or its successor in title elects not to construct the Housing Development on the Mortgaged Property pursuant to the Comprehensive Permit, then Borrower or its successor may notify Lender in writing that it intends not to exercise its rights under the Comprehensive Permit, and within thirty (30) days after receipt of such written notice, Lender shall execute, deliver and record a termination of this Agreement.

5. Priority of Agreement. This Agreement is senior to the Mortgage and to any other mortgage encumbering the Mortgage Property. In the event of foreclosure of the Mortgage or deed in lieu of foreclosure, the Lender may, at its option, unilaterally discharge this Agreement or subordinate this Agreement to the Mortgage, and the Borrower agrees to execute any documents required by Lender to so discharge or subordinate this Agreement. Furthermore, the Borrower understands and agrees that, in the event of foreclosure of the Mortgage and the exercise by the Lender of the Power of Sale therein, the Mortgaged Property will be sold subject to the restrictions imposed hereby unless the Lender exercises its rights to discharge or subordinate this Agreement prior to such sale. Notwithstanding the foregoing, the Lender shall not take any actions to discharge or terminate this Agreement if such actions would cause the units in the Housing Development to not comply with the Act or the Comprehensive Permit issued thereunder. Borrower acknowledges that any discharge or termination of this Agreement shall not affect the validity or enforceability of the Comprehensive Permit or the obligations of the Borrower to comply with the provisions thereof.

6. Restrictions. This section specifies a Family's eligibility to occupy an Affordable Housing Unit and the maximum rent that such a Family may be charged.

(a) The Borrower shall ensure that all Affordable Housing Units shall be of comparable quality to the other units in the Mortgaged Property (provided that the interior finishes of the Affordable Housing Units may differ from the market-rate units), [subject to and as further specified in the Comprehensive Permit] and shall be dispersed evenly throughout the Mortgaged Property as required by the Comprehensive Permit and as shown on the floor plans attached and incorporated into the Comprehensive Permit. If the Mortgaged Property is comprised of more than one building, each building shall have a proportionate share of Affordable Housing Units [, as required by the Comprehensive Permit]. The Affordable Housing Units shall include [_____ () single-room occupancy units], [_____ () studio apartments], [_____ () one-bedroom units], [_____ () two-bedroom units], [_____ () three-bedroom units], and [_____ () four-bedroom units]. The Borrower shall use commercially reasonable efforts to ensure that the Affordable Housing Units are, at all times, fully occupied and shall require that tenants occupy the Affordable Housing Units as their domiciles and principal residences.

(b) Income Restrictions. At least _____ () of the housing units in the Mortgaged Property shall be rented to Families whose annual incomes are equal to or less than [eighty percent (80%)] [fifty percent (50%)] of AMI (the "Occupancy Requirements"). [If 80% AMI add: Notwithstanding

the foregoing, in the event that at the time the Borrower commences marketing the Affordable Housing Units for rental, the rents for such Affordable Housing Units are not at least ten percent (10%) below market rents as determined by Lender, the maximum income limit for Families renting Affordable Housing Units shall be reduced with a corresponding decrease in the initial maximum rents so that such rents are at least ten percent (10%) below market. Such maximum income limit shall become the Occupancy Requirement and remain effective for the Term.]

A Family's annual income will be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual income shall be determined in a manner consistent with either (i) the Section 8 Program or (ii) such other methodology approved by Lender; annual income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with the regulations promulgated under the Section 8 Program (or any successor regulations) or in any other manner approved by Lender.

As a condition to occupancy, each potential tenant of an Affordable Housing Unit shall be required to sign and deliver to the Borrower an income certification using a form adopted for such use by the Borrower with the prior written consent of the Lender, such consent not to be unreasonably withheld or delayed.

If, after initial occupancy, the income of a tenant of an Affordable Housing Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Borrower shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Borrower rents the next available unit at the Mortgaged Property as an Affordable Housing Unit in conformance with the Occupancy Requirements, or otherwise demonstrates compliance with the Occupancy Requirements.

(c) Rent Restrictions. The annual rental expense for each Affordable Housing Unit, including the provision of heat, electricity, water and hot water, shall not exceed thirty percent (30%) of the applicable income limit for the Affordable Housing Unit, adjusted for household size, assuming that a unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. However, the maximum annual rent for any Affordable Housing Unit shall not fall below the rent level set at the time that the Mortgaged Property is first occupied in accordance with this Agreement. Notwithstanding the above, if an Affordable Housing Unit has a subsidy commitment through the Section 8 Program, or any comparable rental assistance program, then the maximum rent shall be that permitted by the Section 8 Program, or the comparable program.

If, after initial occupancy, the income of a tenant in an Affordable Housing Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(d) Subsidized Housing Inventory. It is the intent of Borrower and Lender that all of the units in the Housing Development shall be included in the Subsidized Housing Inventory maintained by DHCD in accordance with current DHCD policies and DHCD regulations implementing the Act, but in no event shall Borrower be in breach or default under this Agreement due to any change in such policies or regulations which affect the counting of units.

7. Affirmative Marketing and Tenant Selection.

(a) The Borrower shall not discriminate on the basis of race, color, creed, religious creed, sex, age, handicap, marital status, sexual orientation, national origin or any other basis prohibited by law in the lease, use or occupancy of units at the Mortgaged Property, or in the employment or application for employment of persons for the operation and management of the Mortgaged Property. Prior to the Housing Development's construction loan closing and marketing any of the rental units at the Housing Development for rental the Borrower shall submit to Lender, and obtain the Lender's written approval of, an affirmative fair housing marketing and resident selection plan conforming to the requirements of the Act, its implementing regulations and applicable DHCD guidance, such approval not to be unreasonably withheld or delayed. Once approved, the affirmative fair housing marketing and resident selection plan shall be incorporated herein by reference as if fully set forth herein. Borrower shall notify Lender in writing at least thirty (30) days prior to commencing marketing of the rental units at the Housing Development. The Borrower's affirmative fair housing marketing and resident selection plan shall be implemented for the full Term of this Agreement and must at all times during the Term comply with all requirements of the Act and guidelines established by DHCD. The Borrower must, during the Term of this Agreement, demonstrate that it is qualified to implement the affirmative fair housing marketing and resident selection plan in accordance with applicable DHCD guidance. The affirmative fair housing marketing and resident selection plan shall be updated during the Term as required by applicable DHCD guidance. The Borrower shall advertise the availability of Affordable Housing Units in one or more newspapers that serve minority groups and other groups protected under fair housing laws and vacancies will be listed with fair housing organizations in such area. The Borrower shall select tenants for the Mortgaged Property in a fair and impartial manner, based on objective criteria made known to such tenants upon request. Written applications will be accepted and time stamped upon receipt, so that such applications may be considered in the order in which they were received; and a waiting list of applicants not accepted as tenants will also be established.

(b) [Consistent with the foregoing Section 7(a), the Borrower, in renting the Affordable Housing Units, will be allowed to give the maximum preference allowed by law to current residents of the Municipality, employees of the Municipality, employees of businesses located in the Municipality and households with children attending school in the Municipality (a "Local Preference"); provided that (i) Borrower shall only implement such a Local Preference in conformity with the fair housing requirements of HUD, DHCD, the Massachusetts Commission Against Discrimination, or any authority with jurisdiction and like purpose; and (ii) Municipality has provided to Borrower and Lender the information required to justify such a Local Preference in accordance with applicable laws, regulations and policies of Lender and DHCD.]

8. Management and Maintenance of the Mortgaged Property. For so long as the Loan is outstanding, the Borrower shall manage and maintain the Mortgaged Property in the condition required by the applicable provisions of the Loan Documents pertaining to management, operation and condition of the Mortgaged Property. During the Fee-Based Monitoring Period, the Borrower shall maintain the Housing Development in good physical condition in accordance with DHCD's requirements, the Comprehensive Permit and standards and the requirements of any subsequent mortgage lender, ordinary wear and tear and casualty excepted. The Borrower covenants, agrees and warrants that the Mortgaged Property and the Affordable Housing Units at all times shall be suitable for occupancy and in compliance with all applicable laws including, without limitation, health, safety and building codes. The Borrower hereby grants to the Lender and its duly authorized representatives the right to enter the Mortgaged Property and the Affordable Housing Units at reasonable times and upon reasonable notice for the purpose of inspecting the Mortgaged Property and the Affordable Housing Units to determine compliance and with this Agreement and to enforce the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

9. Borrower's Representations, Covenants and Warranties. The Borrower hereby represents, covenants and warrants as follows:

(a) The Borrower (i) is a [corporation] [] duly organized under the laws of _____, and is qualified to transact business under the laws of the Commonwealth of Massachusetts; (ii) is and shall remain a sole purpose, single entity mortgagor; (iii) is and shall remain a Limited Dividend Organization during the Limited Dividend Term; (iv) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (v) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Borrower (i) will not violate and has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate and has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Borrower is a party or by which it or the Mortgaged Property is bound, and (iii) will not result and has not resulted in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Borrower will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Mortgaged Property or an enforceable leasehold interest in the Mortgaged Property free and clear of any lien or encumbrance senior to this Agreement other than encumbrances approved by Lender in writing, such approval not to be unreasonably withheld, conditioned or delayed.

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Borrower, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

10. Change in Composition of Borrower; Change in Use of Mortgaged Property; and Transfer of Mortgaged Property.

(a) During the period that the Loan is outstanding, the Borrower shall not, without the prior written consent of the Lender and modification to the Comprehensive Permit, change the type or number of residential units, or permit the use of the dwelling accommodations of the Mortgaged Property for any purpose except residential units and appurtenant uses, if any, permitted by the Comprehensive Permit (collectively, a "Use Change"). During the Fee-Based Monitoring Period, Borrower shall provide Lender with prompt notice of any amendment to the Comprehensive Permit effectuating a Use Change. So long as the Mortgaged Property is used for multi-family housing pursuant to the Comprehensive Permit, no Use Change shall result in the Mortgaged Property not meeting the requirements of the Act relative to the provision of Affordable Housing Units. In the case of casualty to all or a portion of the Mortgaged Property, Borrower shall not be required to restore any such casualty (except to the extent mandated by the Loan Documents), but if Borrower partially restores the Housing Development, the Borrower shall provide the appropriate percentage of Affordable Housing Units and unit mix based on the total number of units after such restoration. During the period that the Loan is outstanding, the Borrower shall not, without the prior written consent of the Lender, sell or otherwise transfer its interest or any part thereof in the Mortgaged Property, except to the extent permitted under any of the Loan Documents. In the event the Lender grants such consent when it is required, prior to any transfer of ownership of the Mortgaged Property or any portion thereof or interest therein, the Borrower agrees to secure from the transferee a written agreement stating that transferee will assume in full the Borrower's obligations and duties under this Agreement.

(b) During the Fee-Based Monitoring Period, the Borrower shall provide Lender with thirty (30) days prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager or agent of Borrower; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Borrower; or
- (iii) any sale, conveyance, transfer, ground lease, exchange, pledge, assignment or mortgage of the Housing Development, whether direct or indirect, that materially affects the Borrower's obligations under this Agreement.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

(c) The Mortgaged Property shall not be converted to a condominium or cooperative form of ownership, without modification of the Comprehensive Permit by the Municipality and, while the Loan is outstanding, the prior written consent of the Lender. During the Fee-Based Monitoring Period, if Borrower wishes to convert the Mortgaged Property to a condominium or cooperative form of ownership, Lender consent shall not be required, provided that Borrower obtains a replacement subsidizing agency in connection with such conversion to the extent that the Lender is unwilling to continue as the subsidizing agency upon such conversion.

11. Use of Development Revenues.

(a) During the Limited Dividend Term, all Development Revenues shall, if not held by the Lender in one of its accounts, be deposited in an account held in the name of Borrower or a nominee for Borrower in a bank or banks, whose deposits are insured by the Federal Deposit Insurance Corporation or otherwise deposited in funds and accounts established hereunder (a "Development Bank Account"). The Lender shall at all times be advised of the names of the accounts and the names of the banks. Development Revenues shall be used only in accordance with the provisions of this Agreement. Any person receiving Development Revenues other than as permitted by this Agreement shall immediately deposit such funds in a Development Bank Account, or failing to do so in violation of this Agreement, shall hold such funds in trust for the Mortgaged Property.

(b) During the Limited Dividend Term, Borrower shall apply Development Revenues in the following order of priority: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage Debt; and (ii) payment of or adequate reserve for all reasonable and appropriate expenses of the Mortgaged Property as identified in Subsection (c), below. Any amounts remaining after application of Development Revenue as provided above shall be applied as provided in Section 12 below.

(c) With respect to the application of Development Revenues as described above, Borrower shall be allowed to use Development Revenues to pay for any and all taxes, impositions, services, supplies, or

materials or other costs or liabilities incurred in the ownership, operation, management, maintenance and improvement of the Mortgaged Property, provided:

(i) Payment for any and all services, supplies, or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished;

(ii) Reasonable and necessary expenses which may be payable pursuant to subsection 11(c)(i), above, shall be directly related to the operation, maintenance or management of the Mortgaged Property; and

(iii) Without the Lender's prior written consent, Borrower may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues except as expressly permitted herein.

(d) In operating the Mortgaged Property during the Limited Dividend Term, except with regard to (i) Limited Dividend Distributions, or (ii) proceeds of any sale, financing or other capital transaction not subject to provisions of this Agreement relative to Limited Dividend Distributions, Borrower shall not use any Development Revenues to pay any liability, either direct or contingent, that is not related to the Mortgaged Property or the Housing Development.

(e) Repayment of developer's fee loaned is treated as a Limited Dividend Distribution and is subject to the limitations set forth herein.

12. Limited Dividend Distributions

(a) Timing and Conditions. Except as provided in subparagraph (h) below, during the Limited Dividend Term no distributions may be made to the Borrower other than Limited Dividend Distributions. Except as provided in subparagraphs (c), (e) and (h) below, Limited Dividend Distributions may be made: (i) only following completion of the Fiscal Year; (ii) only once all currently payable amounts as identified in Section 11 (c) above are paid as evidenced by a certificate provided by an independent accountant certifying that no such obligations are more than thirty (30) days past due and that there are no outstanding material extraordinary obligations incurred outside the ordinary course of business, even if thirty (30) or less days past due; and (iii) only after submission by Borrower of the Annual Limited Dividend Financial Report pursuant to Paragraph 13(b) below and receipt by Borrower of written notice from Lender approving said report (such approval to be given, or any alleged deficiency identified, within thirty (30) days after Lender's receipt of a complete Annual Limited Dividend Report).

(b) Restrictions on Distributions. During the Limited Dividend Term no Limited Dividend Distribution for any Fiscal Year may exceed ten percent (10%) of Borrower's Equity. For so long as the Loan is outstanding, no Limited Dividend Distributions may be made when: (i) a default or an event of default has occurred and is continuing under any Loan Document; (ii) where there has been failure to comply with the Lender's notice of any reasonable requirement for proper maintenance of the Mortgaged Property; or (iii) there is outstanding against all or any part of the Mortgaged Property any lien or security interest other than a lien securing the Loan or a lien expressly permitted under the Loan Documents. During the Fee-Based Monitoring Period, no Limited Dividend Distributions may be made when: (i) a Default or an Event of Default has occurred and is continuing under this Agreement; or (ii) where there has been failure to comply with the Lender's notice of any reasonable requirement for proper maintenance of the Mortgaged Property.

(c) Monthly Limited Dividend Distributions. Notwithstanding anything to the contrary in this Agreement, Limited Dividend Distributions may be made to Borrower at any time during a Fiscal Year, and as often as monthly, based on an operating budget for the Housing Development prepared by Borrower and approved by Lender. In the event Borrower's Annual Limited Dividend Financial Report demonstrates that the aggregate amount so distributed to Borrower during the applicable Fiscal Year exceeds ten percent (10%) of Borrower's Equity, then not later than ten (10) business days after receipt of Lender's notification to the Borrower, Borrower shall deposit into the Excess Equity Account a sum equal to the difference between the amount actually distributed and the maximum allowable Limited Dividend Distribution for the applicable Fiscal Year.

(d) Recalculation of Borrower's Equity. For the purposes hereof the amount of "Borrower's Equity" shall be as set forth in Section 2(e) of this Agreement, as the same may be adjusted from time to time, as determined by and in accordance with Lender's Limited Dividend Policy. The parties acknowledge that Borrower's Equity is based on projected project costs and will be updated on or before the Loan Closing Date to reflect actual costs or as-complete appraised value, as Borrower shall elect. Thereafter, Borrower's Equity may be adjusted from time to time pursuant to the Lender's Limited Dividend Policy; provided, however, that if the Lender's Limited Dividend Policy later is amended to allow for more frequent adjustments to Borrower's Equity, the Borrower shall be allowed to make adjustments to Borrower's Equity at such times as are allowed under the amended Limited Dividend Policy.

(e) Excess Equity. In the event that the amount available for Limited Dividend Distribution in a given Fiscal Year exceeds the Limited Dividend Distribution permitted for such Borrower's Fiscal Year pursuant to Section 12(b) above, such excess shall be deposited and administered in accordance with Section 12(f) below. Amounts deposited into the Excess Equity Account may, subject to subsections (a) through (c) above, and pursuant to the Lender's Limited Dividend Policy, be distributed by the Lender to the Borrower in amounts equal to the difference between the amount by which Limited Dividend Distributions actually made in any prior Fiscal Year were less than the amount permitted to be distributed under Section 12(b) hereof for such Fiscal Year, plus simple interest in accordance with the Lender's Limited Dividend Policy. In the event that annual net cash flow as determined in pursuant to the Annual Limited Dividend Financial Report is insufficient to allow the Borrower to take its MAALD, and there are funds in the Excess Equity Account, Lender shall distribute to Borrower an amount equal to the unpaid portion of the MAALD for such Fiscal Year, provided that, in no event shall the amount so distributed exceed the amount available in the Excess Equity Account.

(f) Excess Equity Account. Any Excess Equity shall be deposited in the Excess Equity Account. No distributions may be made to Borrower from the Excess Equity Account except those permitted pursuant to Section 12(e) hereof. For so long as the Loan is outstanding, upon the occurrence of an event of default under the Loan Documents, the Lender may apply any amounts in the Excess Equity Account to the payment of all or any portion of the Mortgage Debt. During the Fee-Based Monitoring Period, the Lender may, in its sole discretion, make amounts available from the Excess Equity Account to pay all or a portion of the annual monitoring fee that remains outstanding thirty (30) days after its due date. Upon Borrower's request, amounts may also be withdrawn from the Excess Equity Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage, or during the Fee-Based Monitoring Period, any mortgage on the Mortgaged Property; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Housing Development as reasonably determined by Borrower; (iii) deposit of all amounts as may be deposited in a reserve fund for capital replacements reasonably determined by Borrower to be sufficient to meet anticipated capital needs of the Housing Development which may be held by Lender or a lending institution reasonably acceptable to Lender and which reserves shall be used for capital expenditures for the Housing Development reasonably determined to be necessary by the Borrower; (iv) payment of operating

expense loans made by the partners, managers or members of Borrower for expenses of the Housing Development, provided that Borrower shall have obtained prior written approval for such loans from the Lender (or, during the Fee-Based Monitoring Period, from the holder of the mortgage loan encumbering the Mortgaged Property and if there is no mortgage, from Lender) and shall have supplied the applicable lender with such evidence as the applicable lender may reasonably request as to the application of the proceeds of such operating expense loans to the Housing Development; or (v) for any other purposes, subject to a determination by the Lender (or during the Fee-Based Monitoring Period, from the holder of the mortgage loan encumbering the Mortgaged Property and if there is no mortgage, from Lender) that the expenditure is necessary to address the Housing Development's physical or financial needs and that no other Housing Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Borrower shall be subject to the prior written approval of Lender, which approval shall not be unreasonably withheld or delayed; it being agreed by Lender that if the Borrower can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for other comparable housing developments in the Commonwealth of Massachusetts, Lender shall approve such request. Further, in no event shall such review or approval be required by Lender to the extent such capital expenditures or reserves are mandated by the holder of any mortgage loan encumbering the Mortgaged Property during the Fee-Based Monitoring Period.

Further, Lender agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Equity Account, upon the written request of the Borrower that: (i) provide a direct and material benefit to tenants in the Affordable Housing Units; or (ii) reduce rentals to tenants in the Affordable Housing Units.

In the event that Lender's approval is requested pursuant to this Section 12(f) for expenditures out of the Excess Equity Account, and Lender fails to respond within thirty (30) days of Lender's receipt thereof, then Lender shall be deemed to have approved the request, and Lender shall have no further rights to object to, or to place conditions upon, the same.

In any event, cash available for distribution in any year in excess of twenty percent (20%) of Borrower's Equity, subject to payment of accumulated and unpaid Limited Dividend Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by Lender as provided herein, or as otherwise directed by Lender. Upon the expiration of the Limited Dividend Term, any balance remaining in the Excess Equity Account shall, if deemed necessary by Lender to address current or future physical needs at the Housing Development, be deposited in the Housing Development's replacement reserve account or, if not deemed necessary by the Lender for such purpose, distributed to the Municipality for the purpose of developing and/or preserving affordable housing.

(g) Lender's Interest in Excess Equity. All funds in the Excess Equity Account shall be considered additional security for the performance of obligations of the Borrower under the Loan Documents and the Borrower hereby pledges and grants to Lender a continuing security interest in said funds. Furthermore, the Borrower recognizes and agrees that (i) possession of said funds by the Lender constitutes a bona fide pledge of said funds to the Lender for security purposes, (ii) to the extent required by applicable law, this Agreement, in combination, as necessary, with other documents referred to herein, constitutes a valid and binding security agreement, and (iii) the validity and effectiveness of said pledge will not be compromised if said funds are held in a bank or other financial institution. The Borrower further acknowledges and agrees that, notwithstanding any nomenclature or title given to the Excess Equity Account by the bank or other financial institution at which the Excess Equity Account is held, or the fact that the Borrower's tax identification number is used with respect to the Excess Equity Account, the Lender, and not the Borrower, shall be the customer of the bank or other financial institution holding the Excess Equity Account; such bank or other financial institution shall comply with instructions originated by the Lender

directing the disposition of funds in the Excess Equity Account, without further consent of the Borrower; and the Lender, and not the Borrower, shall have the exclusive right to withdraw funds from the Excess Equity Account.

(h) Distributions from Certain Capital Events. Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Mortgaged Property shall not be deemed to be a Limited Dividend Distribution, and shall not be regulated by this Agreement. A sale or refinancing shall not result in a new evaluation of Borrower's Equity. In clarification of the preceding sentence, upon any refinancing, the amount of Borrower's Equity shall remain the same, notwithstanding the fact that the amount of the mortgage loan secured by the Mortgaged Property may change. Per Lender's Limited Dividend Policy, a re-evaluation of Borrower's Equity shall occur no more frequently than once every five (5) years, and only pursuant to the methodology set forth in said policy.

13. Information.

(a) The Borrower covenants and agrees to secure and maintain on file for inspection and copying by the Lender such information, reports and certifications as the Lender may reasonably require in writing in order to insure that the Occupancy Requirements contained herein are being complied with. The Borrower further covenants and agrees to submit to the Lender annually, or more frequently if required in writing by the Lender, reports detailing such facts as the Lender reasonably determines are sufficient to establish compliance with the restrictions contained hereunder, copies of leases for all Affordable Housing Units, and a certification by the Borrower that, to the best of its knowledge, the restrictions contained herein are being complied with. The Borrower further covenants and agrees promptly to notify the Lender if the Borrower discovers noncompliance with any restrictions hereunder.

(b) In addition to the financial information required to be furnished by the Borrower to the Lender pursuant to the Loan Documents and Section 13(a) above, the Borrower shall furnish to the Lender, during the Limited Dividend Term, within ninety (90) days of the end of its Fiscal Year, an audited Annual Limited Dividend Financial Report. The Lender's agreement to waive or modify the requirement of an audited Annual Limited Dividend Financial Report for a given year shall not be deemed to constitute a waiver or modification of the requirement of an audited Annual Limited Dividend Financial Report in any subsequent year. Should the Borrower fail in any given year to comply with its obligations under this subparagraph, the Borrower acknowledges and agrees that such failure constitutes a knowing waiver and relinquishment of any Limited Dividend Distributions to which it might otherwise be entitled for such year pursuant to Sections 12(c) and/or 12(e) above.

(c) Annually, during the Term, no later than September 30, the Borrower shall submit to DHCD, via the web-based annual reporting system located at <https://hedhsgdevannualreport.azurewebsites.net/>, or as otherwise instructed, an annual report containing the following in a form approved by DHCD and containing such supporting documentation as DHCD shall require:

- (i) Data required by DHCD regulations at 760 CMR 61.00 promulgated pursuant to Chapter 334 of the Acts of 2006 (the "Data Collection Act") and all applicable DHCD directives, guidelines and forms as may be amended from time to time and such data fields as are contained in the web-based system. The Borrower shall collect said data for the express purpose of reporting to DHCD, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.
- (ii) The Borrower shall submit such additional reports to DHCD as deemed necessary to ensure compliance with the Data Collection Act and the regulations promulgated thereunder.

- (iii) A certification by the Borrower or the Borrower's managing agent that the information submitted pursuant to this Subparagraph (c) is true and accurate.

The Lender and the Borrower shall treat as confidential any of the foregoing information relating to a specific tenant or Affordable Housing Unit in compliance with all applicable state and federal statutes and regulations, including, without limitation, M.G.L c. 66A, and shall implement adequate systems and procedures for maintaining the confidentiality of such information (but the Lender and Borrower may release general statistical and other information about the Mortgaged Property, so long as the privacy rights and interests of the individual tenants are protected). The Lender and the Borrower shall not use any of the information obtained and/or furnished pursuant to Subparagraph (c) for any purpose described in the federal Fair Credit Reporting Act (15 U.S.C. §1681a(d)(1)) and Section 603(d)(1) of Public Law No. 91-508 or in any manner that would cause a lender or borrower to be considered a "consumer reporting agency" under the federal Fair Credit Reporting Act (15 U.S.C. §1681a(f) and 603(f) of Public Law No. 91-508).

14. Monitoring.

(a) For the period commencing on the date this Agreement is recorded, and continuing until the earlier of (i) the maturity of the Loan or (ii) repayment of the Loan, the Lender shall monitor the Borrower's compliance with this Agreement at no cost to the Borrower.

(b) For the duration of the Fee-Based Monitoring Period, the Lender, its designee or assignee shall continue to monitor the Borrower's compliance with all or a portion of the ongoing requirements of this Agreement. As partial compensation for its services in monitoring compliance with this Agreement, on or about commencement of the Fee-Based Monitoring Period, the Lender shall invoice the Borrower for the annual monitoring services fee (calculated in accordance with subparagraphs (c) and (d) below) due to be paid by the Borrower to the Lender for the portion of the calendar year remaining after commencement of the Fee-Based Monitoring Period. Thereafter, for each calendar year of the Fee-Based Monitoring Period, the Lender shall, after publication of the CPI-U, invoice the Borrower for the annual monitoring services fee due for such calendar year. The Borrower shall pay such invoice in full within thirty (30) days of the date of the invoice. The Borrower's failure or refusal to pay the monitoring fee to the Lender in a timely manner shall constitute an Event of Default hereunder.

(c) The base monitoring fee is \$150.00 per Affordable Housing Unit per year (the "Base Fee"). The annual invoice shall state the monitoring services fee calculated by multiplying the most recent Adjusted Base Fee, defined below, by the total number of Affordable Housing Units. The Base Fee shall be adjusted annually (commencing with the year following the Loan Closing Date), following publication of the CPI-U for the immediately preceding calendar year by the Bureau of Labor Statistics yielding, for each year, an "Adjusted Base Fee". The Lender shall furnish the Borrower annually with a Notice of Adjusted Base Fee (designated, by way of example: "Adjusted Base Fee: Year 2011"), beginning in the year following the Loan Closing Date. The initial adjustment to the Base Fee shall be calculated by multiplying the Base Fee by the lesser of (a) 110% or (b) (1+ CPI-U) for the immediately preceding calendar year. Adjustments to the Adjusted Base Fee for each subsequent year shall be made by multiplying the most recent Adjusted Base Fee (as set forth in the Lender's most recent Notice of Adjusted Base Fee) by the lesser of (a) 110% or (b) (1 + CPI-U) for the immediately preceding calendar year.

(d) If the Bureau of Labor Statistics should cease to publish such the CPI-U in its present form and calculated on the present basis, a comparable price index or a price index reflecting changes in the cost of living determined in a similar manner shall be chosen at the sole discretion of the Lender, with notice to the Borrower. The level of the CPI-U or comparable price index as of any day relevant to the application of

any part of this Section dealing with an “adjustment” shall be that published by the Bureau of Labor Statistics for the immediately preceding calendar year.

(e) The Borrower acknowledges that in performing its monitoring services hereunder the Lender is not acting as agent or fiduciary for the Municipality, and any waiver by the Lender of any requirement hereunder shall not be binding upon the Municipality and shall not be deemed a waiver of any obligation of the Borrower under the Comprehensive Permit.

(f) The Lender may, from time to time, and after notice to the Municipality, engage the service of a qualified third party monitoring agent for purposes of monitoring the Borrower’s performance under this Agreement. If, within twenty (20) days of receipt of any such notice, the Municipality notifies Lender in writing that it believes that such proposed monitoring agent is not properly qualified, Lender shall, in good faith, make all reasonable efforts to address the Municipality’s concerns. In the event a third party monitoring agent is engaged, such monitoring agent shall have authority to act in all matters relating to the Lender’s obligations under this Agreement and shall apply and adhere to the standards and policies of DHCD relative to the administrative responsibilities of subsidizing agencies under the Act. Such monitoring agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

15. Enforcement.

(a) If the Lender provides written notice in accordance with Section 19 hereof of any default, violation or breach of any provision of this Agreement by the Borrower (“Default”) and such Default is not cured to the satisfaction of the Lender within thirty (30) days after the giving of notice to the Borrower or such a longer period of time as is necessary to cure such Default so long as Borrower is diligently and continuously pursuing a cure (“Event of Default”), the Lender may apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury to the Lender arising from the default under any of the terms of this Agreement would be irreparable and the amount of damages cannot be ascertained and/or compensated by money alone; and the Lender may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement; or Lender may terminate this Agreement.

(b) In the event the Lender brings an action to enforce this Agreement and prevails in any such action, the Borrower shall pay all fees and expenses, including reasonable attorneys’ fees and costs of the Lender (including court costs and the time of any in-house counsel of Lender charged at the same rate as comparable outside attorneys).

(c) The Borrower hereby grants to the Lender or its designee or agent the right to enter upon the Mortgaged Property at reasonable times and upon reasonable notice for the purpose of monitoring and enforcing the terms of this Agreement or to prevent, remedy or abate any violation of this Agreement.

(d) No act or omission by the Lender other than a writing signed by it waiving a breach by the Borrower shall constitute a waiver thereof.

16. Successors and Assigns. This Agreement shall bind and the benefits shall inure to the Borrower and the Lender, and their respective successors and assigns for the Term of this Agreement. Upon a sale or other conveyance of the Mortgaged Property, the new owner shall assume and perform all of the duties and obligations of the Borrower pursuant to this Agreement arising or accruing on or after the date of such sale or other conveyance. The prior owner shall have no obligation or liability under this Agreement by

reason of any action, inaction or default which occurs on or after the date of the sale or other conveyance. Any successor owner must demonstrate that it is qualified to implement the Housing Development's affirmative fair housing marketing and resident selection plan in accordance with applicable DHCD guidance.

17. Amendment and Modification. This Agreement may not be modified or amended except in a writing signed by the Lender and the Borrower or by their respective successors and assigns. Notice of such amendment shall be sent to the Municipality, which may review the form for compliance with the Act and the Comprehensive Permit. If, within twenty (20) days of receipt of any such amendment, the Municipality notifies Lender in writing that it believes such amendment does not comply with the Act or the Comprehensive Permit, Lender shall, in good faith, make all reasonable efforts to address the Municipality's concerns.

18. Limitation on Liability and Indemnification.

(a) The Lender shall not be liable for any action taken or omitted under this Agreement so long as its actions do not constitute gross negligence or willful misconduct. Subject to the foregoing, the Borrower indemnifies and holds the Lender harmless of, from and against all damages, costs, claims and liabilities, including reasonable attorneys' fees and costs, asserted against the Lender arising from, relating to or in connection with this Agreement and/or the Mortgaged Property.

(b) Notwithstanding anything in this Agreement to the contrary, upon the occurrence of any breach or default by Borrower hereunder, the Lender will look solely to the Mortgaged Property for satisfaction of any judgment against Borrower and no officer, partner, manager, member, agent or employee of Borrower shall have any personal liability hereunder or for the performance of any obligation of Borrower hereunder. Nothing in this paragraph shall affect or derogate from Lender's rights against any guarantor or any other party who may have liability under the Loan Documents while the Loan is outstanding.

19. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be hand-delivered by a reputable delivery service or sent by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth on the first page of this Agreement or to such other place as the Lender or the Borrower from time to time designate in writing in accordance with this provision. A notice shall be deemed received on the date of delivery.

20. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or part hereof shall be determined to be invalid, illegal or unenforceable, this Agreement shall be construed as if such invalid, illegal or unenforceable provision or part thereof has not been contained herein.

21. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

22. Recording. Borrower, at its cost and expense, shall cause this Agreement to be duly recorded or filed and rerecorded or refiled at the Registry and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the ability of the Lender to enforce this Agreement. Borrower shall provide Lender with satisfactory evidence that there are no mortgages or other encumbrances senior to this Agreement.

23. Applicability. Notwithstanding anything to the contrary in this Agreement, Lender and Borrower agree that this Agreement shall be given effect and shall apply to the Mortgaged Property only if and to the extent that the Borrower or Borrower's successor in title constructs the Housing Development on the Mortgaged Property. Nothing in this Agreement shall require the construction of the Housing Development nor preclude the Borrower from using the Mortgaged Property for any other purpose.

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

BORROWER:

By: _____

Name: _____

Title: _____

Hereunto Duly Authorized

LENDER:

MASSACHUSETTS HOUSING
PARTNERSHIP FUND BOARD

By: _____

Name: _____

Title: _____

Hereunto Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 201_

On this ____ day of _____, 201_, before me the undersigned notary public, personally appeared the above-named _____, _____ of _____, proved to me by satisfactory evidence of identification, consisting of: [circle one] (a driver's license) (a passport) (my personal knowledge) (other: _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:
SEAL

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 201_

On this ____ day of _____, 201_, before me the undersigned notary public, personally appeared the above-named _____, _____ of the Massachusetts Housing Partnership Fund Board, proved to me by satisfactory evidence of identification, consisting of: [circle one] (a driver's license) (a passport) (my personal knowledge) (other: _____), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My Commission Expires:
SEAL

[ACKNOWLEDGEMENT OF ZONING BOARD OF APPEALS]

The undersigned duly authorized Chair of the _____ Zoning Board of Appeals hereby acknowledges that the foregoing Agreement (“Agreement”) satisfies the requirements for a “Regulatory Agreement” in the Comprehensive Permit, as defined therein, and that the Comprehensive Permit is subject to M.G.L. Chapter 40B, Sections 20-23; 760 CMR 56.00; and the Comprehensive Permit Guidelines issued by the Massachusetts Department of Housing and Community Development (DHCD) (collectively, the “Comprehensive Permit Rules”). Without limiting the generality of the foregoing, the units in the Housing Development required to be affordable under the Comprehensive Permit shall be affordable if such units are rented in accordance with the Agreement; any local preference set forth in the Comprehensive Permit shall be implemented only in compliance with applicable state and federal fair housing rules and the Comprehensive Permit Rules; compliance with the Agreement shall be determined solely by the Lender during the initial thirty (30) year term in accordance with the Comprehensive Permit Rules; and the transfer of the Comprehensive Permit shall be governed exclusively by the Comprehensive Permit Rules. In addition, the Agreement shall control over the Comprehensive Permit with respect to any matter which is addressed by the Agreement.

Name:
Chair, _____ Zoning Board of Appeals

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, the Chair of the _____ Zoning Board of Appeals, proved to me through satisfactory evidence of identification, which was [a current driver’s license][a current U.S. passport][my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed.

Notary Public
My commission expires:]

EXHIBIT A

(Mortgaged Property Description)

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LIST OF WAIVERS AND EXEMPTIONS – 1615 BEACON STREET

The Applicant requests that the Zoning Board of Appeals grant a comprehensive permit in lieu of the following permits, licenses and approvals without which the Project could not be constructed as proposed, and the denial of which in many instances would render the Project uneconomic within the meaning of M.G.L. c. 40B, §20. References herein are to the Revised Ordinances of Newton 2014, as amended, of which Chapter 30 is the City of Newton Zoning Ordinance dated November 1, 2015 (the “Zoning Ordinance”).

ZONING ORDINANCE

1. Use
The Applicant seeks a comprehensive permit in lieu of a variance and/or special permit from the provisions of Sec. 3.4.1 to permit the premises to be used for twenty-three apartment units in one larger building and one apartment unit in the existing residential dwelling at 1615 Beacon Street, with accessory parking and associated amenities in a Single Residence 2 District.
2. Affordable Housing
Sec. 5.11 of the Zoning Ordinance, provides requirements for participation in affordable housing programs for private developments granted by special permits involving increases in density. The Applicant’s program of affordability will provide that 25% of the dwelling units in the project will be available for rent to persons or families of moderate income as defined by the regulations of MassHousing from time to time. To the extent that Sec. 5.11 might be applicable to the project, a comprehensive permit is requested in lieu of a special permit under Sec. 5.11 in order to conform the affordability elements of the Applicant’s program to the requirements of the Zoning Ordinance.
3. Density and Dimensional Controls
The Applicant seeks a comprehensive permit in lieu of such variances or special permits as may be required from or under Sections 3.1.2 and 3.1.3 for construction of the project in a Single Residence 2 District including without limitation the following waivers from the dimensional requirements of Sections 3.1.2 and 3.1.3 for single dwelling units:

Zoning Category	Required	Proposed	Need Waiver (Y/N)
Minimum Lot Area	15,000 square feet	31,240 square feet	N
Lot Area Per Unit	15,000 square feet	1,301.66 square feet	Y (Sec. 3.1.3)
Frontage (Beacon St)	100 feet	195.91 feet	N
Frontage (Windsor Road)	100 feet	211.11 feet	N
Front Setback Boston Street (Existing House) (New Building)	30 feet	36.4 feet building/29.7 feet to porch 31.1 feet	N
Side Setback (Apartment Bldg)	15 feet	5.1 feet	Y(Sec.3.1.3)

Rear Setback (Windsor Road)	15 feet	No rear yard just side yards N/A	N
Floor Area Ratio	.33	1.24	Y (Sections 3.1.3 and 3.1.9)
Building Height (1) (Apartment Bldg)	36	40' 10"	Y(Sec.3.1.3)
Maximum Number of Stories (2)	2.5	3	Y(Sec.3.1.3)
Maximum Building Lot Coverage	20%	45.3%	Y(Sec.3.1.3)
Minimum Open Space	65%	56.2%	Y(Sec.3.1.3)

(1) Building Height: The measured height reflects the height from average grade (Section 1.4.5-A). The average grade was calculated at 142.76'. The measured height is 40'10" above that elevation.

(2) Stories: Newton's zoning bylaws stipulates basements are excluded as a story; basements are defined as spaces that have 2/3 of their floor-to-ceiling measurement below average grade (1.5.4-B). Our calculation based on an 8'2" floor-to-ceiling in the garage is below the average grade as defined by the City's bylaws.

4. Parking Requirements

The Applicant seeks a comprehensive permit in lieu of a special permit pursuant to Sec. 5.1.13 in order to permit a parking facility in accordance with the submitted plans and to deviate from *inter alia* the following requirements under Sec. 5.1:

- (a) To the extent Sec. 5.1.3.E prevents assignment of parking spaces to unit owners, a waiver is sought from that provision.
- (b) Requirement that two parking units be provided for each dwelling unit in an apartment house, garden apartment, or attached dwellings under Sec. 5.1.4.A.
- (c) Application for parking and loading facility permit under Sec. 5.1.5.
- (d) Requirement that parking stalls may not be located within the front or side setback from any building containing dwelling units under Sec. 5.1.8.A.
(There are three spaces within the front yard setback but the closest one is more than 5 feet from the property line. We don't believe we need a waiver but have included this in case the City has a different interpretation)
- (e) Requirement that parking stall widths shall be at least nine feet under Sec. 5.1.8.B
- (f) Requirement that end stalls restricted on one side by curbs, walls, fences or other obstructions shall have maneuvering space at the aisle end of at least five (5) feet in depth and nine (9) feet in width under Sec. 5.1.8.B.6.
(We believe this requirement relates only to exterior parking spaces, as such this waiver would not be necessary. However, we have included this waiver in case the City was to apply this provision to garage parking spaces, in which case a waiver would be required.)
- (g) Requirement under Sec. 5.1.8.E.1 that parking spaces are designed so that each motor vehicle may proceed to and from the parking space provided for it without

requiring the moving of any other motor vehicle. (*A waiver is required to allow for some tandem parking spaces*)

- (h) Lighting requirements under Sec. 5.1.10.A as appropriate.
- (i) To the extent necessary, a waiver from the off-street loading requirements contained in Sec. 5.1.12.
- (j) Under Sec. 5.1.10.B.1 a waiver is sought in lieu of any consent of the City Engineer as to drainage of the parking facility.
- (k) Any other relief which may be necessary or appropriate and may be granted by the Board of Aldermen under Sec. 5.1.13 in order to conform the waivers sought to the plan submitted.

5. Site Plan Approval

The Applicant requests a comprehensive permit in lieu of site plan approval required under Sec. 7.5 in connection with special permits granted under Sec. 7.3.

NON-ZONING ORDINANCES

1. Tree Ordinance – Revised Ordinances §21-80 et seq.

Revised Ordinances §21-80 et seq. provide a requirement for a permit and the payment of fees for removal of trees from the property under certain circumstances. To the extent that any permit or fee payment would otherwise be required under Revised Ordinances §21-80 et seq., the Applicant requests a waiver of such permit and fees.

2. Light Ordinance

Revised Ordinances §20-23 – 20-28 provide limitations on installation of light sources which do not conform to the criteria stated. §20-26 provides for waivers to be granted by the Planning and Development Board. To the extent that any light source may not conform to the requirements of §20-24 or that the requirements of that section may be inconsistent with Sec. 5.1.10.A of the Zoning Ordinance, the Applicant seeks a comprehensive permit in lieu of any waiver requested under §20-26.

4. Consent of the Planning Board

To the extent any consent or review of the Planning Board is required under Planning Board rules, a comprehensive permit in lieu of such approval is sought.

5. Curb Cut Permit

The applicant requests a comprehensive permit in lieu of any sidewalk crossing permits or consent of the Commissioner of Public Works to the extent necessary to comply with the requirements of Revised Ordinances §26-65.

6. Utility Connection Permits

The applicant seeks a comprehensive permit in lieu of such local approvals as are required to (i) open streets, (ii) make utility connections for water, sewer, gas, electric, cable or other utilities from time to time.

7. Additional Relief

The Applicant seeks a comprehensive permit in lieu of all other permits, licenses or approvals as may be issued by the City of Newton as necessary to conform the relief sought to the plans filed with this Application as the same may be amended from time to time. Included within the relief sought are all ancillary, subsidiary, usual, customary or necessary local permits, approvals or licenses in lieu of which the Board may grant a comprehensive permit to the extent necessary to conform the relief granted to the plans submitted herewith as amended from time to time.