

Petitioner's Response dated October 16, 2014

DATE: September 26, 2014

TO: Chestnut Hill Realty Development LLC/ Kessler Development, LLC

FROM: Dan Sexton, Senior Planner

MEETING DATE: September 23, 2014

RE: Kessler Woods - Land Use Committee Public Hearing Notes

CC: Ouida Young, Law Department
Alexandra Ananth, Chief Planner for Current Planning
John Daghlian, Engineering Division
Bill Paille, Director of Transportation
Linda Finucane, Clerk of Land Use Committee

Petitions: #102-06(11) and #102-06(12)

LaGrange Street

A petition requesting to amend the existing special permit via Board Order #102-06(9) for the Kessler Woods Residential Development project and waivers for deviations from certain design and dimensional controls. This petition is also seeking to amend Ordinance Z-37, which adopted a change of zoning from Single Residence 3 to Multi-Residence 3, to account for the modified Kessler Woods project proposal.

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- The **City's Law Department** should prepare a brief history of the acquisition, legal agreements and documents (i.e. Cooperative Bidding Agreement (and subsequent amendments), Conservation Restrictions, Easement Agreements, and etc.), and development of Kessler Woods by Cornerstone Corporation. The **Law Department** should clarify what impact, if any, the petitioner's amended special permit petition has on the previous legal agreements and documents.

Petitioner's Response: The Law Department will provide the response to this note. The petitioner is working with Cornerstone and the Law and Planning Department to assure that if the zoning relief is timely granted to the satisfaction of Chestnut Hill Realty and it proceeds to purchase the property, that the city's legal rights are addressed. It is the Petitioner's intention that before any such closing when Chestnut Hill Realty buys the property from Cornerstone, the city will have extinguished its legal rights related to purchasing the property in the Cooperative Bidding Agreement (the right to purchase the land for Cornerstone's costs); (ii) the Development Covenants Agreement (the right of First Refusal), and (iii) the Easement

Agreement (the Residual Area Conveyance). The city will maintain all of its existing property interests in the Conservation Restriction and the Easement Agreement and will, of course, have all its rights under the Special Permit.

- The **petitioner** should respond to the concerns raised by the City's Engineering Division of Public Works, Land Use Committee and members of the public regarding on-site drainage infiltration, especially after blasting, and the placement and impact of utility services.

***Petitioner's Response:** The Petitioner has with this Memo provided to the Planning Department a mark-up of the Construction Management Plan (CMP). Such CMP maintains all the applicable commitments made by Cornerstone except where indicated on the redline of the CMP. The Petitioner expects that at the continued public hearing of the Land Use Committee there will be substantive presentation and discussion regarding the blasting protocols.*

The Petitioner intends to carry forward the same level of controls over its blasting applicable to its project as is reflected in the Cornerstone special permit and Construction Management Plan.

Because of the specific questions posed regarding the effects of blasting, CHR has prepared the detailed response contained in the Blasting Response document attached.

Regarding drainage infiltration, the complete storm water report has been provided to the city and the Petitioner is able to respond to the comments of the Engineering Department in its Memorandum dated September 19, 2014.

Regarding the impact of utility services, the Petitioner contests the imposition of an 8:1 sewer "I/I" mitigation payment. The Cornerstone special permit did not impose any such "I/I" requirement and that project had a substantially equivalent number of proposed bedrooms. The Petitioner intends to have further discussion about the "I/I" payment request with the Planning Department and the Aldermen, in conjunction with other project related mitigation including traffic improvements in LaGrange Street and, consistent with the city's treatment of Cornerstone, a waiver of full payment of the tree replacement deficit for the project.

- The **petitioner** should provide a draft construction management plan, which includes, but is not limited to, information regarding blasting (pre and post blasting surveys), tree protection, erosion controls, traffic management, air quality, noise, contractor parking and staging, and hours of operation.

***Petitioner's Response:** See mark up of Construction Management Plan attached.*

- Once received, the **petitioner** should respond to the comments and concerns raised, if any, by the City's consultant peer reviewing the project's Traffic Impact Assessment.

***Petitioner's Response:** The Peer Review report was received on October 8, 2004. The report will be discussed at a planned meeting on October 16, 2014.*

- The **petitioner** should respond to the concerns raised by the Land Use Committee and members of the public regarding traffic along LaGrange Street, specifically the speed of traffic, sight distances, and capacity. In this response, the **petitioner** should clarify how the development will impact the movement of pedestrians and vehicles entering and exiting the site and in the surrounding area.

***Petitioner's Response:** This will be discussed at a meeting with Bill Paille, MDM Transportation, the Planning Department, the Peer Reviewer and Chestnut Hill Realty on October 16, 2014.*

- The City's **Planning Department** should clarify what percentage of inclusionary units are necessary to count all the rental units toward the City's 10% affordable unit threshold.

***Petitioner's Response:** The Planning Department will respond. The Petitioner notes that the Development Covenants Agreement and the Cooperative Bidding Agreement contemplated that the development be permitted through a special permit as opposed to some other form of development permitting vehicle.*

- The **petitioner** should clarify the potential impacts of the proposed development on the Newton School District.

***Petitioner's Response:** The Petitioner has commissioned a Fiscal Impact study which projects that the school enrollment student estimate from the project is 8 students, much lower than the 20 students projected from the Cornerstone 62-unit condominium project. The biggest reason for this estimated decrease is that the project is now exclusively one and two bedroom units with no lofts or other architectural features which would allow for the creation of "extra bedrooms."*

- The **petitioner** should respond to the Land Use Committee's concerns of the building's mass, exterior design, and form, and its visibility during the winter. The **petitioner** should also clarify how the project will be made sustainable, and whether a certain level of certification is being sought.

***Petitioner's Response:** The Petitioner believes strongly that the building layout, configuration, height and massing, in conjunction with the existing land and vegetation to remain, as supplemented by significant new plantings, will provide an effective shield of the building from the residential neighbors. Having said that, the Petitioner will continue to work with the Planning Department on selection of materials and façade elements to respond to this comment. The Petitioner has done photo simulations of views from 4 of the closest Rangeley Road abutters.*

The Petitioner has prepared the Sustainable Project Features Memorandum attached.

- The **petitioner** should respond to concerns raised by the Land Use Committee regarding the disparity of inclusionary unit sizes and the configuration of these units within the building. The **petitioner** should also identify the locations for the accessible units, at least 15% of which

should be inclusionary units. The **petitioner** should also provide an updated Inclusionary Housing Plan.

***Petitioner's Response:** All of the apartments at The Residences at Kessler Woods will have the same quality finishes and appliances. All of the apartment homes will have granite countertops, Energy Star appliances and in-unit washers and dryers All of the residents at The Residences at Kessler Woods will be able to use the many amenities such as a Wi-Fi café, business center, exercise facility, theatre and community room. All residents will be able to use the shuttle service and will have at least one covered parking space.*

The 12 affordable units are all larger than required by the City of Newton ordinance.

The four (4) one-bedroom affordable units are split between the first and second floors. They are 913 square feet, which is 30% larger than the required 700 square feet. They are only 56 square feet smaller than the market rate one-bedroom unit on the same floor.

They are bigger than all of the affordable one-bedroom units approved at Riverside.

The eight (8) two bedroom units are good sized units at 1007 and 1097 square feet and are also spread evenly between the first and second floors. Once again they are larger than the required 900 square feet. The larger two bedroom affordable unit is only 168 feet smaller than a two-bedroom market rate apartment on the same floor.

Four of the two-bedroom units are also located on the desirable back of the building so they will have a beautiful woodland view.

The floor plans will show the accessible units and the updated Inclusionary Housing Plan is attached.

- The **petitioner** should provide programming information for the proposed shuttle service, linking this site to the Hancock Village project in the Town of Brookline. The **petitioner** should also respond to the question raised by members of the public as to whether residents in the surrounding neighborhood will be able to use this service.

***Petitioner's Response:** The current Hancock Village shuttle program provides a 13 passenger shuttle bus on a continuous loop between Hancock Village and the Reservoir Station T-Stop near the junction of Chestnut Hill Ave and Beacon St in Brookline. The shuttle runs weekdays between 6:15 a.m.-10:15 a.m. and again 4p.m.-8p.m. This services is currently being used daily by approximately 50-60 Hancock Village units. The best route will be determined to incorporate the Residences at Kessler Woods into the current shuttle services. This will be a services available to residents only and not to the general public.*

- The **petitioner** should respond to the concerns raised by the Land Use Committee regarding the configuration and functionality of the proposed indoor parking facilities.

Petitioner's Response: *The layout of the covered parking as efficient as possible so that as many as possible parking spaces can be accommodated. This reduces the amount of spaces that are needed to be accommodated outside and thus reduces pavement. Further the design consciously adds angles to the building so that the building is not one long mass. This adds structural columns in specific locations. Working with these design parameters, some of the covered parking stalls are 1/2 foot smaller than conforming spaces at the location of these columns. Further some of the 2 bedroom units will have tandem parking spaces for efficient space usage. No active or centralized parking management will be needed to support this limited number of units to be served by tandem parking spaces, if such unit has 2 vehicles.*

- The **petitioner** should clarify how the project design will facilitate the public's future access to foot paths throughout the conservation and undeveloped portions of the site. The **petitioner** should also clarify whether they or Cornerstone will be providing the \$75,000 contribution to the City for the planning, design, development, and maintenance of foot paths.

Petitioner's Response: *Chestnut Hill Realty will accept the condition to pay \$75,000 to the city toward planning, design, development and maintenance of publicly accessible foot paths on the Easement land. The city is responsible to determine how it can provide public access to the easement from the land already subject to the easement. The multi family housing building will not be the location of public access.*

- The **petitioner** expressed a willingness to install certain traffic improvements at the intersection of LaGrange/Corey/Vine Streets. The details and timing of these improvements should be provided to the City for review.

Petitioner's Response: *We expect this to be discussed with the city's traffic peer reviewer and with staff when the meeting occurs following issuance of the peer review report.*

- The **petitioner** needs to provide a breakdown of the building's proposed exterior materials and treatments. The **petitioner** should consider making use of natural materials on the exterior of the building, and materials that would wear well over many years.

Petitioner's Response: *The Petitioner will consult with the Planning Department regarding selection of final materials and treatments, including the use of natural materials at the October 16 meeting with the architect present. We note that the original Cornerstone project underwent formal design review only for the Kessler Way subdivision homes, not for the condominium building.*

- The petitioner should provide a plan, with details, for all exterior signage to be installed on the site.

Petitioner's Response: *A detailed Sign Plan will be included in the revised plan set prior to the continuation of the public hearing..*

- The **petitioner** should evaluate the placement of exterior lighting fixtures to eliminate off-site light

spillage. This should be presented on a revised photometric plan.

***Petitioner's Response:** The Lighting design is intended to project less than 1 foot candle on the outdoor parking areas, for which a waiver is being requested. Further, the lighting design is intended to cast no light spillover on any abutting properties. A small amount of light spillover is designed onto LaGrange Street at the site entrance as a safety enhancement for vehicular and pedestrian cross and entering/exiting traffic.*

- The **petitioner** should submit a revised "Tree Removal Plan" and "Planting Plan," which clearly lists the total caliper inches of trees to be removed and planted. The **petitioner** must file a tree removal application with the City's Tree Warden in order to confirm compliance with the City's Tree Preservation Ordinance.

***Petitioner's Response:** The tree removal application is complete and ready to be filed with the Tree Warden. The Petitioner may not file the Tree Removal Application with the Tree Warden until further discussions take place regarding the intended request for a waiver of some component of the payment for the tree replacement deficit, to be discussed further in conjunction with the "I/I and the traffic mitigation.*

- The **petitioner** should respond to the concerns raised by the City's Conservation Agent, on behalf of the Conservation Commission, regarding the project's potential impacts on the jurisdictional wetland resource areas as it relates to the proposed sewer connection.

***Petitioner's Response:** We note that the location of the connection point of the sewer extension to the city's existing sewer line in LaGrange Street may involve work in the wetlands Buffer Zone. All city requirements will be followed regarding this utility connection. We note that at the time of the Cornerstone permitting, the Conservation Commission agent wrote a memo dated March 28, 2006 that: "as long as all proper erosion and sedimentation control procedures are followed for the installation of the new sewer line in LaGrange Street, the developer will not have to file a Notice of Intent with the Conservation Commission."*

Attachments:

1. Preliminary Construction Management Plan mark up (October 16, 2014)
2. Blasting Response (October 16, 2014)
3. Inclusionary Housing Plan updated October 1, 2014.
4. Sustainable Project Features Memo dated October 16, 2014.

ATTACHMENT 1

PRELIMINARY
KESSELER WOODS CONDOMINIUMS
CONSTRUCTION MANAGEMENT PLAN

~~Cornerstone Corporation~~Chestnut Hill Realty
~~September 11~~October 16, 2006~~2014~~

During construction, the following provisions will apply. As currently envisioned the proposed project may require a timeline of up to 20 months from project start up to completion. *Prior* to the commencement of any site work, as defined in the Special Permit, a Final Construction Management Plan (“FCMP”) will be filed for review and approval by the Director of Planning and Development, City Engineer, City Traffic Engineer, Health and Human Services Department, Fire Department, and Commissioner of Inspectional Services. The Commissioner of Inspectional Services shall be authorized to approve the FCMP, after consultation with these other departments.

CONSTRUCTION ADMINISTRATION

Contact Person: The Petitioner will designate a contact person to serve as liaison during the construction process. The name and telephone number of the contact person will be provided to the Commissioner of Inspectional Services, Ward 8 Aldermen, and City Engineer prior to the commencement of any construction activity. ~~The contact person will be the same as the contact person for the Neighborhood Liaison Committees established in the Special Permit.~~

Communications: The Applicant with the assistance of the Neighborhood Liaison Committee will establish a system of periodic updates on construction progress for distribution to the neighborhood and other interested parties. The purpose of those communications is to advise of the schedule and progress of construction, any construction activities that may impact the neighborhood, any changes in plans, or any other construction-related matter that may be of interest. All *neighbors* and other parties who request being added to that designated distribution group will receive all Neighborhood Liaison Committee letters and emails from the Neighborhood Liaison representative.

Hours of Construction: The hours of construction will be 7:00 a.m. until 6:00 p.m. Monday through Friday. When work is performed on Saturdays, it will be between 8:00 a.m. and 5:00 p.m. Any on site *drilling*, rock crushing, and/or blasting will not begin before 8:00 a.m. on weekdays and 9:00 a.m. on Saturdays. There will be no exterior construction on Sunday. Interior work may occur at other times when the building is fully enclosed. Exterior construction work may be permitted at other times, due to exigent circumstances, with the advance approval of the Commissioner of Inspectional Services, and the Neighborhood Liaison Committee will be notified by the Petitioner no less than 48 hours in advance of any such change in construction hours. There will be no construction during legal holidays ~~or on~~ Rosh Hashanah (First Day) and Yom Kippur.

Hours of Construction Delivery: Deliveries to the property will be limited to the hours between 7:00 a.m. — 6:00 pm. Monday through Friday and 8:00 a.m. ~~pm.~~ - 5:00 p.m. on Saturdays, unless specifically authorized by the Commissioner of Inspectional Services due to exigent circumstances. The Petitioner will advise the contractors and subcontractors to minimize the number of deliveries during peak access / egress hours, in order to reduce the

congestion on site and the adjacent streets and to minimize conflicts between the delivery trucks. ~~The contractors will~~ contractors will also minimize truck deliveries at times when school-aged children may be walking to or from school or school bus stops.

Truck Route: Truck traffic associated with the construction will travel to and from the site using LaGrange Street via the VFW Parkway and Hammond Pond Parkway as the primary ~~routeroutes~~. No trucks will travel on Newton or Brookline Street, Rangeley Road, Vine Street and Broadlawn Park.

Trash and debris removal: All trash and debris removal, including emptying, removal or installation of dumpsters or other trash containers, which relates to the construction of the project, will occur within the hours prescribed for external construction. Details on proposed debris removal will be included in the FCMP.

Security: It is recognized the site is generally surrounded by wooded areas with limited access from adjacent roadways and neighborhood areas to the north. Security requirements will be determined by the owner-controlled contractor ~~in consultation with the owner~~ and will include the use of some or all of the following including; access gates, perimeter fencing in locations as necessary at the contractor's discretion, the use of manned patrols and night watchman as may be periodically required by construction. Details on proposed security measures will be included in the FCMP

EXTERMINATOR

A professional exterminator with experience on construction projects will be engaged to inspect and take any necessary measures prior to and during ~~each phase of~~ construction to ensure that the excavation of the site does not result in pest problems to the neighborhood. The exterminator's work may include a baiting /trapping program prior to the start of a phase of construction. The exterminator will consult with and notify the Newton Health Department on its plans. Details on proposed extermination methods will be reviewed with the Health Department prior to implementation.

NOISE AND DUST CONTROL

Tree Removal: Details on proposed methods of tree removal will be provided in the FCMP. The Petitioner will either remove all wood material for off-site disposal, or ensure that on-site chipping complies with the City's Noise Control Ordinance.

Street Cleaning and Repair: During construction, the Contractor will provide a stabilized construction entrance and truck washing station on-site, in accordance with City requirements, to minimize the spread of mud on local streets and roads. During construction, the Contractor will provide street cleaning of LaGrange Street, as necessary and as directed by the Commissioner of Public Works, to remove mud or construction debris from the streetsegment of LaGrange Street which may need cleaning due to Project's construction vehicles. In addition, prior to the issuance of any Final Certificates of Occupancy, if deemed necessary by the Commissioner of Public Works due to significant amount of construction traffic entering and exiting the site, the Petitioner shall be required to resurface LaGrange Street, which shall include milling the roadway surface and installing 1 1/2 Type I-I bituminous concrete, curblin to curblin, from the existing sewer manhole near Byron Road to the Brookline town line. Such work shall be completed prior to the issuance of any Final

Certificates of Occupancy. Catch Basins in Lagrange Street in the vicinity of the work will be cleaned as necessary and filter fabric/silt sacs will be installed as directed by the City Engineer.

Dust: The Contractor will take appropriate steps to minimize dust generation during grading of the site, excavation and construction (including, but not limited to, wetting down materials when appropriate), stone mats as appropriate, and will require covers to be placed over any open trucks transporting debris or fill and from the property. Dust levels at the property limits will be set to a maximum level of 150 micrograms per cubic meter of air (PM10, breathable particulate matter), based on National Ambient Air Quality Standards set by the Environmental Protection Agency (EPA). Levels will be measured and recorded continuously during

earthwork construction at three locations at the property line near the closest residences to construction activities, and dust producing construction activities will be stopped and then modified if any exceedances are recorded. The City Health Department will be notified in the event of any exceedances, and told of steps to be taken to reduce dust levels to below the safe levels. A detailed Dust Control Plan that includes the applicable provisions of the Special Permit will be submitted as part of or in conjunction with the FCMP.

Noise: The contractor will comply with the requirements of the Noise Control Ordinance for the City of Newton and the Noise Control Plan to be submitted by the Petitioner pursuant to the requirements of the Special Permit.

In addition, project specifications will require maintaining maximum noise levels not to exceed 86dB(A) at the nearest site property lines to the residential abutters. The contractor will install noise level measurement meters to monitor noise levels in compliance with the Noise Control Ordinance. The contractor will also install appropriate signage to prevent construction vehicles from running for a period longer than five minutes when not being operated, per the Noise Control Ordinance.

Records of readings, if they exceed any noise specification, will be reported to appropriate Newton departments, along with steps being taken to reduce the noise levels. A detailed Noise Control Plan will be submitted as part of or in conjunction with the FCMP.

Rock Crushing: Crushed rock from on-site rock crushing may be used by Petitioner for any purpose on or off-site in Petitioner's reasonable discretion and provided that such rock-crushing is otherwise in compliance with applicable laws and the Special Permit. Details as to the extent of rock crushing anticipated on-site will be provided in the FCMP. The Liaison Committee will be kept informed as to the extent of anticipated and completed on-site rock crushing.

BLASTING

All blasting and drilling for the driveway, utility trenches, service trenches and / or structures, whenever they are built, will be carried out in accordance with federal, state and local blasting permit law and regulations, including the Board of Aldermen's Standard Blasting Conditions. Further, Chestnut Hill Realty and its geotechnical blasting consultant, Stantec Consulting Services, Inc. has reviewed as well as the more stringent controls set forth in the memo from Haley & Aldrich to Cornerstone Corporation (the previous Developer) dated May 8, 2006;

(copy attached). As noted in the Blasting Plan Addendum dated October 14, 2014 to this CMP prepared by Stantec, the Petitioner agrees that the blasting and drilling will be carried out in accordance with the Haley & Aldrich standards and in accordance with the conditions contained therein as well as the following conditions:

1. *Petitioner's Blasting Consultant* - The Petitioner's geotechnical blasting consultant, ~~Haley & Aldrich, Stantec Consulting Services, Inc.~~ will oversee blasting for the Petitioner ("Consultant"). The Consultant will review the qualifications of the blasting contractor, and review the blasting plan prepared by the blasting contractor, check the calibration of the seismograph monitors provided by the Blasting contractor, approve the location and installation of the seismograph monitors, and, if required by the Newton Fire Department, will determine the blasts limits throughout the blast period and will consult with the Newton Fire Department on an as-needed basis throughout the blasting period.
2. *Independent Blasting Consultant* — The Petitioner will pay for a qualified independent geotechnical blasting consultant ("Newton Blasting Consultant") to provide technical support to the Fire Department; this Independent Blasting Consultant will be selected by the Petitioner in consultation with the Fire Department and will check the calibration of the seismograph, monitors, and, if required by the Newton Fire Department, will determine the blast limits throughout the blast period and will consult with the Newton Fire Department on an as needed basis throughout the blasting period.
3. *Selection of the Blasting Contractor* - A blasting contractor, acceptable to both the Petitioner and the Newton Fire Department, will be selected after review of the qualifications of such contractor by the Petitioner's Consultant and the Newton Blasting Consultant.
4. *Blasting Plan* - The Blasting Contractor will submit a blasting plan for review and approval by the City's Health and Human Services Department and Fire Department, ~~and by~~ with input from the Newton Blasting Consultant. The Blasting plan must include the recommendations provided by Haley & Aldrich, in its memo to Cornerstone Corporation of May 2, 2006 revised May 8, 2006; a list of proposed blasting agents; and Material Safety Data Sheets for those agents. The Blasting Contractor will not use Ammonium Nitrate Fuel Oil as an explosive blasting agent, or any explosive or detonators containing Perchlorate. In addition, the Blasting Contractor will make every effort to select materials that will minimize any adverse environmental impacts. The contractor will identify in the blasting plan the measure that will be taken in order to minimize groundwater disruption.
5. *Pre-Blast Survey* A pre-blast survey will be done in accordance with State law for the interior and exterior of all structures for properties ~~of~~ that abut the site or are within ~~400~~300 feet of the blasting area.
6. *Insurance Coverage* - The blasting contractor will carry \$3,000,000 in comprehensive liability insurance for damage to structures caused by underground explosion and collapse hazard [Cf \$2m required in City's Standard Blasting Conditions]. A

certificate will be submitted to the Newton Fire Department by the contractor documenting that the required coverage will be in force for the duration of the blasting at the site. If there is a general contractor or developer associated with the blasting, each will carry a minimum of \$1,000,000 in comprehensive liability insurance.

7. *Permit and Blasting Limits* The blasting limits identified by Haley & Aldrich in their memo of May 2, 2006 as revised May 8, 2006 and confirmed in the Stantec Blasting Plan attached will be observed. However, if based upon the recommendations of the Newton Blasting Consultant, the Newton Fire Department concludes that a lower limit is necessary to protect the site and the abutting residential neighbors, that lower limit will be in effect.
8. *Notification* - Not less than 72 hours prior to the commencement of any blasting, the Petitioner will deliver by hand written notification to all properties that were entitled to a pre-blast survey under subparagraph 5. Such notification will state when the blasting period will begin, will include an explanation of the warning procedures for blasting including soundings. A system of audible warning signals must also be established in the blasting plan. The Petitioner will send another letter notifying the same parties that the blasting has been completed.
9. *Road Closures*- Any necessary closures of Lagrange Street or adjacent streets will be kept to a minimum and will be coordinated with the Police Department, Fire Department, Department of Public Works, and Inspectional Services Department. Blasting that may result in road closures will be done at off-peak hours only after 9:00 a.m. and before 3:00 p.m. To the extent that any road closures will occur in Brookline, such closures will also be coordinated with the Brookline Police Department and Department of Public Works.
10. The Petitioner's contractor will coordinate hours of blasting to prevent conflicts with school-aged pedestrians walking to and from Newton, Brookline, and Boston schools and designated school bus stops, particularly during the hours of 7:00-9:00 a.m., 2:00-3:00 p.m. and 4:00-6:00 p.m. on days when school is in session.

EROSION CONTROL

Measures: All catch basins should have geotextile bags or silt sacks installed for the duration of construction. Prior to the start of excavation or earth removal, other necessary erosion control measures will be in place. These will consist of silt fences, hay bales or whatever other means may be needed to properly control erosion. Erosion control measures to deal with surface water runoff from the construction site will be strategically located as required by the construction work and may change from time to time. Temporary erosion control measures will be removed only after permanent measures are fully established. Details of

temporary and final erosion control measures will be included in the FCMP.

Tree Protection Plan: A Tree Protection Plan detailing the methodology to be used for the protection of all mature trees to be preserved, within the areas of construction, will be submitted for review and approval by the Tree Warden ~~with the Tree Removal Application~~ and in conjunction with the FCMP. The proposed Tree Protection Plan will include the

following:

1. Install an appropriate fence of 12-inches for every inch of trunk diameter (DBH). The DBH divided by 2 out from the tree trunk.
2. If working inside the drip line of the tree, cut the roots prior to digging with a sharp hand saw 12-24 inches from the edge of excavation.
3. Clean wood chips can be installed to help improve growing conditions for the remaining root system at a rate of 4-8 inches deep.
4. Subsurface fertilize all trees to be impacted by the construction to improve and promote plant vigor.

Drainage Infrastructure: All drainage infrastructures will be installed and functioning with the catch basins set at binder grade prior to the installation of the binder course of asphalt. The catch basins will not be raised to finish grade any sooner than one week prior to the installation of the finish course of asphalt.

Inspection of Existing Pipes: Prior to the commencement of any site work the contractor will retain a qualified contractor that specializes in Closed Circuit Television (CCTV) inspections of the underground pipes within LaGrange Street and any City of Newton easements that abut this project. The CCTV inspection will be performed on the utility pipes determined by the City Engineer. Pre & Post construction inspections will be witnessed by a representative of the Department of Public Works. The video tapes will be given to the City Engineer at the end of each inspection.

CONSTRUCTION STAGING AREAS

Staging Areas: Staging areas will be designated prior to the start of work including the location of the material staging areas, the location of on-site temporary construction trailers, the locations of on-site truck delivery holding areas, the location of on-site truck washing stations, and the general location of temporary construction dumpsters, and the location of hay bales and other methods of erosion control during construction. As construction continues in different phases, these locations will shift as necessary.

Site Office Trailers: It is anticipated that several office trailers will be required for construction management. These will be located on the property and will be clearly marked with the name of the contractor.

Storage Trailers /Containers: During the course of construction there will be a need to maintain storage trailers / containers on-site for storage of materials, tools and /or equipment. These will also be located within the perimeter, will be kept secured, and will be removed from the property as soon as they are no longer needed.

Open Storage Areas: Materials will be stored on the property ~~construction~~ during the course of construction. In order to avoid cluttering the site, due to limited available space, materials will be delivered to the property on an as-needed basis. Material storage area(s) will be clearly defined and will be secured. The contractor will make every effort to locate the material storage area(s) as far away from the abutting residential properties as possible.

A detailed site plan, showing the location of all the above staging areas and on-site contractor and subcontractor parking areas, for each phase of construction, will be included within the FCMP.

Delivery Truck Holding Areas:

On-site: On days when the construction activities require multiple truck deliveries, such as for the removal of excess material, the placement of large quantities of concrete, structural steel deliveries, asphalt paving etc., these deliveries will be carefully scheduled so that there is always adequate onsite area for the holding of the trucks until they can be unloaded. No trucks will be permitted to stand on LaGrange Street (unless actively managed by a police detail at the Petitioner's expense) or on the neighborhood streets.

Off site: In the event that adequate on *site* area for the holding of trucks is not available, an off site holding area will be arranged for, in advance, from which the trucks can be directed to the site by radio as onsite space allows. Any such offsite truck hold areas will be coordinated with and subject to the approval of the Commissioner of Inspectional Services and the Planning Director. The locations of the approved off-site truck holding areas will be included in the FCMP.

TRAFFIC AND PARKING

The contractor will coordinate hours of construction and truck deliveries to minimize conflicts with school age children walking to and from school or school bus stops, especially between 7:00-9:00 am and 2:00 — 4:00 pm.

1. To the extent adequate parking is not available on the property, the Contractor will make arrangements for offsite parking. Any off site parking areas will be coordinated with and subject to the approval of the Commissioner of Inspectional Services and the Planning Director. The locations of the approved off-site parking areas will be included in the FCMP.
2. At no time will parking for those working on this project be permitted on neighborhood streets. Provisions to this effect will be included in all contracts and subcontracts on this project.
3. The Contractor/Petitioner will remove snow from the site driveway, loop road, hammerheads, and surface parking areas at its sole expense. Such snow removal will be done in a timely manner to the reasonable satisfaction of the Fire Department in order to ensure passable access for emergency vehicles throughout the construction period,
4. Police details will be employed as necessary in consultation with the Newton and, as needed, Brookline, Police Departments, the Newton and, as needed, Brookline, DPW, and the Inspectional Services Department. A Traffic Management Plan will be prepared by the selected contractor and submitted with the FCMP for review and approval by the Director of Planning and Development and the City Traffic Engineer. This plan will include adequate warning and construction signs that will be in place prior to construction activity. The type of signage will be MUTCD (Manual on

Uniform Traffic Control Devices) approved and conform to the City's Construction Standards. The location of such signage will be approved by the City Traffic Engineer prior to any construction activity. Details on traffic mitigation for the installation of utilities within LaGrange Street will be provided in the Traffic Management Plan.

5. Adequate warning and construction signs will be put in place prior to any construction activity. The type of signage will conform to the City's Construction Standards and location of such signage will need the approval of the City Traffic Engineer.

FIRE AND EMERGENCY

Installation of Fire Hydrants: The Contractor will install at least one (1) hydrant and will conduct all necessary flow tests to assure that the ~~hydrant~~hydrants are fully operational prior to commencing any construction involving wood framing of structures and/or the installation of exterior wood cladding at or above the ground level on site. The contractor ~~to~~shall coordinate the flow tests so that a representative from either the Fire Department or the Utilities Division of the Department of Public Works is available to witness such tests. The contractor will file a report with the results of said test to both departments.

Emergency Access Driveway: Prior to commencing any construction involving wood framing of structures and/or the installation of exterior wood cladding at or above the ground level on site, or construction of any non-wood structural system above the ground floor, the contractor will construct an internal road system to provide a means of access for Fire Department equipment and other emergency vehicles. This roadway will be finished with a hard, all weather surface that is designed to adequately support the heaviest piece of Fire Department equipment. The Contractor will assure that this access way is kept clear of obstructions to allow access by emergency vehicles throughout the construction process.

[Insert]

Stantec Addendum to Haley & Aldrich

Standards (May 8, 2006)

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.365 Document Comparison done on 10/15/2014 7:24:15 PM	
Style Name: KL Standard	
Original DMS: dm://BOS/3413736/1	
Modified DMS: dm://BOS/3413736/3	
Changes:	
<u>Add</u>	34
Delete	28
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	62

To: Mr. Chris Rodgers
Chestnut Hill Realty
PO Box 396
300 Independence Drive
Chestnut Hill, MA 02467

From: Trey Dykstra, PE
Stantec Consulting
5 Dartmouth Drive
Suite 101
Auburn, NH 03032

File: 21081167

Date: October 14, 2014

Reference: Residences at Kessler Woods, Blasting Plan

Dear Mr. Rodgers

This memo presents the Blasting Plan for the proposed Residences at Kessler Woods located in Newton, Massachusetts. The attached Blasting Plan was developed from the following two documents prepared by Haley & Aldrich (H&A):

- Letter to Cornerstone Corporation, dated May 2, 2006 and revised May 8, 2006.
- Preliminary Kessler Woods Condominiums Construction Management Plan, dated September 11, 2006.

The construction management plan prepared by H&A contained recommendations for blasting at the site including such items as pre-blast surveys, insurance coverage, notifications, hours of operations, etc. The construction management plan also references the letter dated May 8, 2006 which included recommendations for vibration limits, overpressure limits, warning signals, controls for flyrock, etc. Some items were contained in both documents. Stantec reviewed both documents and agreed with the recommendations made. The recommendations from the H&A documents were then combined into the attached blasting plan. No substantive changes were made to the recommendations. Stantec added an introduction to the blasting plan and a table that summarized information about the bedrock depth, quality, and excavation depth into the bedrock based on the test boring program that was conducted in August and September of 2014.

Please contact us at the numbers below if you have questions.

STANTEC CONSULTING SERVICES, INC.



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Senior Associate, Geotechnical Engineer
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Trey A. Dykstra, PE
Project Manager/Geotechnical Engineer
Phone: (603) 206-7552
Phone: (603) 669-8672
Trey.Dykstra@stantec.com

Attachment: Blasting Plan

c. Theo Kindermans, Stantec

THE RESIDENCES AT KESSELER WOODS
NEWTON, MASSACHUSETTS

BLASTING PLAN
OCTOBER 7, 2014

The Site for the proposed Residences at Kessler Woods contains numerous bedrock outcrops consisting of the Roxbury Conglomerate or "Puddingstone." These deposits consisted of gravel, sands, and muds which were bonded together under pressure to form the Roxbury Conglomerate.

A total of 26 borings were drilled at the Site in August/September 2014 (11 within the proposed building footprint, six along the proposed access road, and nine groundwater observation wells around the perimeter of the Site). Rock coring was performed in borings to confirm depth and quality of bedrock and the cores were measured for percent recovery and rock quality designation (RQD). For all building and roadway borings, rock recovery ranged between 42 and 100 percent. The RQDs ranged from 0 percent to 95 percent indicating very poor to excellent rock mass quality. The rock becomes more competent with depth and is location dependent. At the center of the site where the highest site elevations are present, rock mass is of better quality. Moving east towards the residences on Rangeley Road, bedrock is increasingly weathered and competent bedrock is encountered at greater depths. Table 1 presents the bedrock information obtained from the roadway and building borings where rock excavation will occur.

All blasting and drilling for the driveway, utility trenches, service trenches and/or structures, whenever they are built, will be carried out in accordance with applicable federal, state and local blasting permit laws and regulations, including the Board of Aldermen's Standard Blasting Conditions as well as the more stringent controls set forth in this document and the following conditions:

1. *Petitioner's Blasting Consultant* - The Petitioner's geotechnical blasting consultant, Stantec Consulting Services, Inc. ("Consultant") will oversee blasting for the Petitioner. The Consultant will review the qualifications of the blasting contractor, and review the blasting plan prepared by the Blasting Contractor, check the calibration of the seismograph monitors (provided by the Blasting Contractor), and approve the location and installation of the seismograph monitors. If required by the Newton Fire Department, the Consultant will determine the blast limits throughout the blast period. The Consultant will coordinate with the Newton Fire Department on an as-needed basis throughout the blasting period.
2. *Independent Blasting Consultant* - The Petitioner will pay for a qualified independent geotechnical blasting consultant ("Newton Blasting Consultant") to provide technical support to the Fire Department. This Independent Blasting Consultant will be selected by the Fire Department to check the calibration of the seismograph, monitors, and, if required by the Newton Fire Department will determine the blast limits throughout the blast period. The Newton Blasting Consultant will consult with the Newton Fire Department on an as needed basis throughout the blasting period.
3. *Selection of the Blasting Contractor* - A Blasting Contractor, acceptable to both the Petitioner and the Newton Fire Department, will be selected after review of the qualifications of such contractor by the Petitioner's Consultant and the Newton Blasting Consultant.
4. *Blasting Plan* - The Blasting Contractor will submit a Blasting Plan for review and approval by the City's Health and Human Services Department and Fire Department, and by the Newton Blasting Consultant. The Blasting Plan must include a list of proposed blasting agents; and Material Safety Data Sheets (MSDS) for those agents. The Blasting Contractor will not use Ammonium Nitrate Fuel Oil as an explosive blasting agent, or any explosive or detonators containing Perchlorate. In addition, the Blasting Contractor will make every effort to select

materials that will minimize any adverse environmental impacts. The contractor will identify in the blasting plan the measures that will be taken in order to minimize groundwater disruption.

The Blasting Plan shall be provided by the Blasting Contractor a minimum of 30 days prior to blasting at the site, detailing the planned procedures to be used at the site limits closest to the nearest residences, and also detailing procedures to be used at the deepest rock cut areas in the central portion of the site. The Blasting Plan should also contain a Blast Site Security Plan showing the locations of sentries to be provided prior to each blast round to keep unauthorized personnel from entering the blast area, and the means of communication from the blaster to the sentry to ensure the area is clear prior to detonation.

The Blasting Plan shall include the details of the test blast program consisting of at least three blasts detonated at least 300 feet from the closest residence. The Blasting Plan will be used to assess the planned procedures and to adjust the scaled distance relationships at the site.

5. *Pre-Blast Survey* - A pre-blast survey will be done in accordance with State law for the interior and exterior of all structures for properties that abut the site or are within 400 feet of the blasting area. It should be noted that 400 feet is a significantly greater distance than the 250 feet required by Massachusetts regulations (527 CMR 13.00).
6. *Initial Blasting* - Initial blasting at the site shall be conducted at a location at least 300 ft from the nearest residence, using a scaled distance no less than 75 ft/lbs so that site-specific scaled distance relationships can be determined and charge weights per delay can be adjusted as blasting approaches closer to residences.
7. *Fly Rock Control* - The following controls should be in place to reduce the potential for fly rock:
 - a. Blasting mats should be used to fully cover the blast area for every blast;
 - b. Drillers logs should be kept for all blast holes drilled, documenting open joints, seams, and other anomalies; and the logs should be reviewed by the blaster prior to each blast;
 - c. Ammonium Nitrate Fuel Oil (ANFO) should not be used on the project; and
 - d. A videotape should be taken of each blast round detonated to identify issues so they can be corrected prior to the next round of blasting.
8. *Insurance Coverage* - The Blasting Contractor shall carry \$3,000,000 in comprehensive liability insurance for damage to structures caused by underground explosion and collapse hazard. A certificate will be submitted to the Newton Fire Department by the Blasting Contractor documenting that the required coverage will be in force for the duration of the blasting at the site. If there is a General Contractor or Developer associated with the blasting, each will carry a minimum of \$1,000,000 in comprehensive liability insurance.
9. *Permit and Blasting Limits* – The blasting limits identified below must be observed. However, if based upon the recommendations of the Newton Blasting Consultant, the Newton Fire Department concludes that a lower limit is necessary to protect the site and the abutting residential neighbors, that lower limit will be in effect.
 - a. Maximum blast induced ground vibrations at the nearest adjacent above ground structure to blasting should be kept below the U.S. Bureau of Mines recommended Safe Limits, as indicated on Figure 1. These limits are based on the frequency and peak particle velocity of the blast vibrations and are safe limits for preventing cosmetic damage to residential structures;
 - b. Maximum air blast overpressures should be kept below 0.013 psi at above-ground

structures in the area. This will minimize the possibility of window damage and also minimize annoyance due to rattling of windows and walls; and

- c. At roadway and parking areas, permanent rock cuts slopes over 10 feet high should be blasted utilizing perimeter control procedures such as presplitting, cushion blasting (or trim blasting) or line drilling.
10. *Vibration Monitoring* - Blast vibration monitoring should be performed and reported for each round by the Newton Blasting Consultant as follows:
 - a. At the two closest residences on Rangeley Road;
 - b. At the two closest residences along Lagrange Street (including Broadlawn Park and Broadlawn Drive); and
 - c. At one other agreed upon location.

Monitoring reports should be kept on file at the site for review by the Fire Department and blasting contractor. The Fire Department and blasting contractor should be notified immediately if any vibrations exceed the regulatory limits.

11. *Noise and Dust Control* – Noise and dust from the drilling operations should be minimized through the use of appropriate mufflers and the use of water or other fluid to control dust at its source.
12. *Notification and Warning Systems* - Not less than 72 hours prior to the commencement of any blasting, the Petitioner will deliver by hand written notification to all properties that were entitled to a pre-blast survey under subparagraph 5. Such notification will state when the blasting period will begin and will include an explanation of the warning procedures for blasting including blast alarms. The Petitioner will send another letter notifying the same parties when the blasting has been completed. A system of audible warning signals/alarms must also be established in the Blasting Plan that will be used by the Blasting Contractor to warn personnel at the site and nearby residents prior to each blast. The warning signals should be audible at least 600 feet from the blast area and be used prior to each blast.
13. *Hours of Operation for Blasting* - Blasting should be limited to between the hours of 9:00 am to 4:00 pm, Monday through Friday, to minimize disturbance to the residents near the site.
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15. The Petitioner's General Contractor will coordinate hours of blasting to prevent conflicts with school-aged pedestrians walking to and from Newton, Brookline, and Boston schools and designated school bus stops, particularly during the hours of 7:00 am to 9:00 a.m.; 2:00 pm to 3:00 p.m. and from 4:00 p.m. to 6:00 p.m. on days when school is in session.

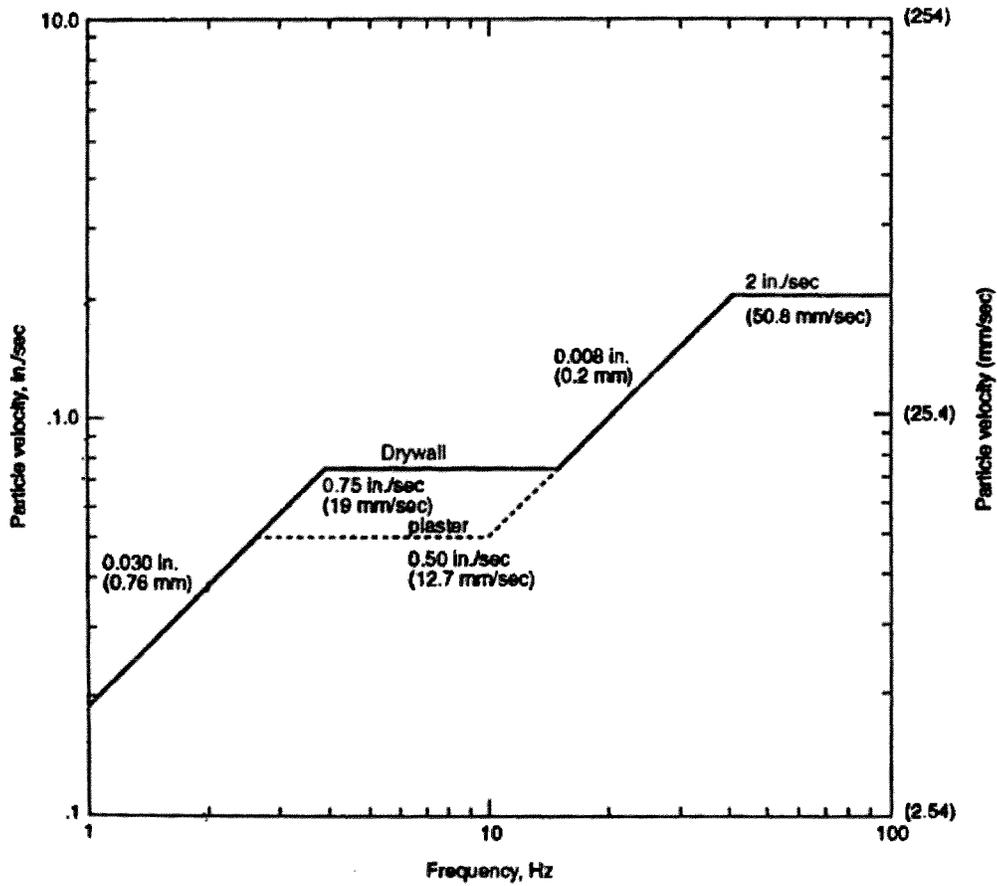


Figure 1 - Particle Velocity Vs Frequency
 United States Bureau of Mines (1980)

THE RESIDENCES AT KESSELER WOODS
NEWTON, MASSACHUSETTS

BLASTING PLAN
OCTOBER 3, 2014

The Site for the proposed Residences at Kessler Woods contains numerous bedrock outcrops consisting of the Roxbury Conglomerate or "Puddingstone." These deposits consisted of gravel, sands, and muds which were bonded together under pressure to form the Roxbury Conglomerate.

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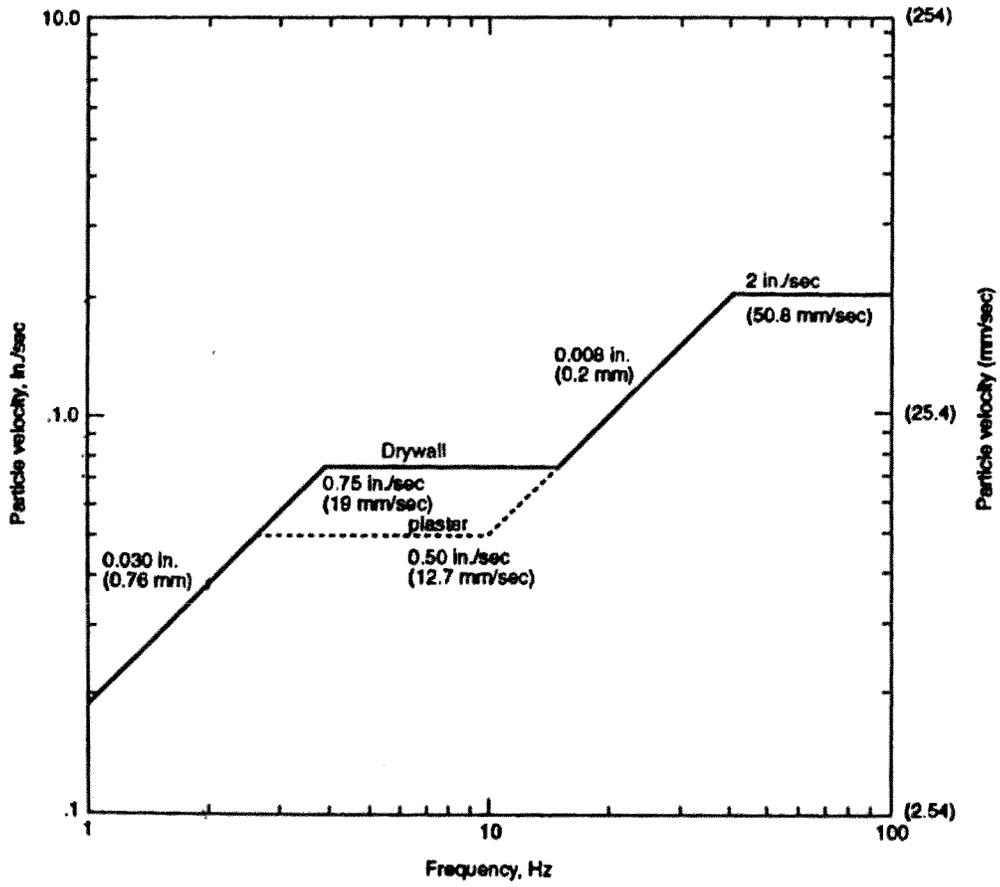


Figure 1 - Particle Velocity Vs Frequency
 United States Bureau of Mines (1980)

TABLE 1 - BEDROCK RESULTS

Boring	Ground Surface Elevation (feet)	Proposed Excavation Elevation (feet)	Refusal Conditions / Top of Bedrock		Bedrock Excavation Depth (feet)	Rock Core Results				
			Depth (feet)	Elevation		Core Run	Depth (feet)	Recovery (%)	RQD (%)	
Roadway Borings										
R-1	194	184	4.5	189.5	5.5	C-1	4.5' to 6.5'	98	21	
						C-2	6.5'-11.5'	100	53	
						C-3	11.5'-15.5'	88	41	
R-2	192	186	1	191	5	C-1	1'-6'	100	36	
						C-2	6'-10'	100	88	
R-3	196	186	4	192	6	C-1	4'-9'	100	68	
						C-2	9'-14'	98	87	
R-4	199	189	1	198	9	C-1	1'-6'	100	38	
						C-2	6'-11'	100	57	
						C-3	11'-16'	100	83	
R-5	178	184 (fill)	2.8	175.2	None	C-1	3' to 8'	75	15	
R-6	185	184 (till)	4.8	180.2	None	No Core				
Building Borings										
B-1	186	183	1	185	2	C-1	1'-6'	83	0	
						C-2	6.5'-10'	87	13	
B-2	185	183 (till)	3.7	181.3	None	C-1	4'-9'	95	18	
B-3	180	183 (fill)	3.8	176.2	None	C-1	3.8'-8.8'	100	90	
B-4	202	183	0	202	19	C-1	0'-5'	88	65	
						C-2	5'-10'	100	92	
						C-3	10'-13'	100	83	
						C-4	13'-18'	98	82	
						C-5	18'-23'	97	95	
B-5	192	183	2	190	7	C-1	2.5'-7.5'	100	50	
						C-2	7.5'-12.5'	90	47	
B-6	198	183	0	198	15	C-1	0'-5'	90	30	
						C-2	5'-10'	92	48	
						C-3	10'-15'	100	76	
						C-4	15'-20'	98	60	
B-7	214	183	0	214	21	C-1	0'-5'	100	70	
						C-2	5'-10'	98	63	
						C-3	10'-15'	98	75	
						C-4	15'-20'	98	75	
						C-5	20'-25'	98	60	
						C-6	25'-30'	97	72	
B-8	190	183 (till)	10	180	None	C-1	10'-15'	98	87	
B-9	206	183	1.8	204.2	21.2	C-1	2.5'-7.5'	83	18	
						C-2	7.5'-12.5'	60	6	
						C-3	12.5'-17.5'	100	50	
						C-4	17.5'-22.5'	100	52	
						C-5	22.5'-25'	100	33	
B-10	195	183	4	191	8	C-1	4'-9'	42	0	
B-11	194	183 (till)	10	184	None	C-1	11'-16'	100	87	

ATTACHMENT 2

BLASTING RESPONSE

October 16, 2014

CHR conducted a detailed review of (i) the Cornerstone Blasting Plans; (ii) the Haley & Aldrich special blasting standards prepared for Cornerstone; and (iii) the Peer Review of the Cornerstone/Haley & Aldrich plans done for the City by Woodard & Curran during the earlier permitting of this project in 2006. As noted in the CHR mark up of the Construction Management Plan, CHR intends to follow the standards and protocols spelled out in these plans with only the modifications noted in the Stantec Addendum to the CMP.

I. General Blasting Standards

It is noteworthy that Woodard & Curran's peer review of these plans, which CHR is following except as noted, approves of the blasting methodologies. Their Peer Review memo provides as follows:

We have received and reviewed the above referenced document and offer the following:

The approach proposed by Haley & Aldrich intends to meet or in most cases exceed the governing standards for permits and approvals by the blasting control agencies. It also intends to closely monitor and observe the results of production blasting done in accordance with these standards. If there are problems detected by and of the observation methods, or by home owners, then the procedure is to halt production, convene, the experts redesign blasting methods to prevent further unacceptable impacts from the blasting.

It appears to us at this point that the approach described coupled with a performance based blasting requirements in the order of approval is the most realistic and prudent means to mitigate potentially unforeseen outcomes. It would be in the best interest of the City to incorporate a degree of flexibility in how the City implements the performance standards in order to minimize the rock removal period.

II. Groundwater Impacts

The second area addressed is the blasting impacts on groundwater flow. A peer review was also done on this by Woodard & Curran dated May 11, 2006 and a subsequent memo dated May 24, 2006 from Haley & Aldrich was written and incorporates the peer review comments. Of note, Woodard & Curran concurs with Haley and Aldrich that the blasting will not have an effect on the groundwater. From the Woodard & Curran memo:

Based on our review of the blasting assessment report, the local topography and our experience in the area, it does not seem likely that there will be a significant impact on groundwater movement as a result of this work. The greatest potential impact would occur if a large fracture existed in the rock that provided a substantial conduit for groundwater to recharge the wetlands. Blasting could cause this fracture to close and therefore block the natural flow of groundwater to the wetland. However, this is not very likely due to the blast monitoring controls described in the report by Haley & Aldrich. Furthermore, there does not appear to be any surficial expression of such a mega-fracture extending from the hill into the wetlands that could be the prime (ground) water feeder to sustain the wetlands. Instead, the topography suggests that these wetlands are in a bowl surrounded by highlands, so it would be reasonable to think that surface water drainage is a prime contributor to sustaining the wetness of these wetlands.

One of the recommendations was to install groundwater monitoring wells when the work begins. CHR has gone ahead and installed these wells and took a reading of the elevation of the groundwater. Here are the readings for the three wells that are along the property line of the closest neighbors::

Well Location	GS Elevation (feet)	Water Elevation (feet)	Comments
OW-1	195	178.2	proposed roadway grade is 186 to 187
OW-2	184	169.8	proposed roadway grade is 189
OW-3	176	154.7	

The lowest elevation of rock excavation is the garage of the building and that is at elevation 185. Using this number the groundwater is over 6.5' below the lowest elevation of disturbance. Because of the fact that the limits of blasting will be above the groundwater table, CHR's geotechnical consultants have concluded that Woodard & Curran's peer review conclusion is accurate. The experts would only expect to see the possibility of changes in groundwater flow direction and velocity when there is blasting directly in or beneath the water table. Here, with the benefit of the groundwater wells having been installed by CHR, there is further information to support the conclusion that groundwater impacts from blasting are not expected. Notwithstanding all of this, the Construction Management Plan still contains safeguards and monitoring.

III. Wetlands and Surface Water Impacts

The recharging of the wetlands was brought up as a potential issue since it was indentified that the existing surface flow is the way the wetlands are recharged. This is addressed by a storm

water collection and cleaning system for the disturbed areas which then discharges clean water back into the wetlands. CHR is keeping this same design.

There was also a concern of increased surface water flow towards the Brookline neighbors. From the Haley & Aldrich memo:

As noted above, the major contributor to any water flow towards abutters residences from this site would be overland surface flow. We also note that the existing topography does not direct surface water to the abutting residential properties on Rangely Road, but instead generally flows parallel to the property line, the Brookline Town line, and no surface changes are

proposed anywhere along that line.

CHR is also not disturbing the existing grade along the property line and has taken the additional step of dropping the proposed roadway grades lower than the embankments so that the road is depressed and all water is contained in the onsite storm water collection system and cannot flow towards the Brookline abutters.

ATTACHMENT 3

Kessler Woods Inclusionary Housing Plan

~~September 2~~October 1, 2014

Chestnut Hill Realty Development, LLC has the right to purchase the previously approved Kessler Woods development and is asking the Board of Aldermen for a modification of the Cornerstone Corporation's Special Permit approval # 102-06 (10) for a 62 unit condominium development in Kessler Woods.

The Cornerstone Corporation has a Special Permit for the construction of 62 condominiums with an average size of 1,681s/f in three separate buildings. As more fully described below, Chestnut Hill Realty's plan is for 80 units of rental housing with an average size of 1,399 s/f, which is small than the originally proposed condominiums that were an average of 1,681 s/f.

Consistent with the City of Newton's goals, the project is designed such that 15% of the total units will be designated as affordable in accordance with the Newton Inclusionary Housing Ordinance Section 30- 24(f) (the "Ordinance"). Chestnut Hill Realty Development, LLC (the "Developer"), has prepared this Inclusionary Housing Plan, which sets forth information concerning the inclusionary housing units to be included in the Project. The enclosed materials include:

Exhibit 1 – Description of the Inclusionary Units including:

- Overview of the Project
 - Information on the Cornerstone project
 - Information on the Chestnut Hill Realty Development, LLC project
- Project unit mix
- Outline of construction specifications and summary of amenities
- Building floor plans indicating the locations of the Inclusionary Units
 - (plans attached separately)

Exhibit 2 - Proposed Marketing and Resident Selection Plan

Exhibit 3 - Draft form of Local Initiative Program Regulatory Agreement and Restrictive Covenant for Rental Project Local Action Units

Exhibit 4 - City of Newton Guidelines for Uniform Resident Selection

The Developer has agreed that pursuant to Section 30-24(f) (8) (c) and (d) of the Newton Inclusionary Housing Ordinance, prior to marketing the inclusionary housing units, the Developer will enter into an agreement with the Newton Planning and

Development Department to use the listing of “Eligible Households” provided by the Newton Housing Authority, to the extent permitted by law, and to develop a supplemental list of “Eligible Households” that will be eligible to rent the inclusionary housing units.

The Developer has agreed that per Section 30-24(f) (8) (e) of the Ordinance, the project will be subject to a covenant to be recorded with the Middlesex South District Registry of Deeds that limits the rental of all designated inclusionary housing units certified as Local Action Units under the DHCD LIP.

The form of the covenant of the inclusionary housing units shall be the LIP Regulatory Agreement for Rental Developments, as approved by the City Solicitor, a draft of which is attached hereto as Exhibit 3, with such modifications as may be approved by the City Solicitor and the Developer. In the event of a conflict between this Plan and the Regulatory Agreement, the Regulatory Agreement shall control.

Per Section 30-24 (f)(8)(g), the Developer agrees to submit, on an annual basis, a Compliance Report certifying compliance with the provisions of this Plan and Section 30-24(f).

The Developer understands that the City intends to qualify inclusionary housing units developed under this Project for the Massachusetts Department of Housing and Community Development (DHCD) Subsidized Housing Inventory under the Local Initiatives Program (LIP).

The LIP Guidelines, dated February 22, 2008, are attached hereto and made a part of this Plan (the “LIP Guidelines”).

All materials provided are in draft form and subject to review by the City of Newton as well as subject to change pending project review. Final materials will be submitted as part of the final Local Initiative Program Regulatory Agreement and Local Initiative Program Application for Local Action Units.

Exhibit 1

History of the Development

In 2006, the Cornerstone Corporation permitted a 62-unit condominium development at Kessler Woods. The project was approved with a variety of conditions.

During that permitting process there was extensive review of all phases of the development including the stormwater management, the traffic impact, the landscaping, the affordable housing component, the construction management plan and other details of the project.

The unit mix was mostly two and three bedroom condominiums in three different building types. There were 11 affordable units; 3 at 120% of median income and the rest at 80%.

The Special Permit is still in place until November 2014 but the project was never built.

Current Project

Chestnut Hill Realty Development, LLC has an agreement to purchase the property from Cornerstone and has done a thorough review of all pertinent reports and conditions from the previous plan. Chestnut Hill Realty Development, LLC has also undertaken its own planning process for the site including many of the same types of studies as were done for the previous proposal.

Chestnut Hill Realty Development, LLC has completed many of the necessary studies to understand all aspects of the project. They have also met with the City of Newton planning staff and many of the abutters to the project. Chestnut Hill Realty has filed for a Special Permit with the City of Newton.

One priority was to try to disturb less land for this proposal. The new plan while it has approximately the same amount of square feet of living space will require significantly less disturbance of the property. There will be less land disturbed for parking and driveway. The building will also be further away from the abutting homes than the previous proposal.

Chestnut Hill Realty Development, LLC is proposing a different housing program for the

property. The previous development was mostly two bedroom and three bedroom condominiums. Chestnut Hill Realty Development, LLC is proposing all one and two bedroom apartments homes in a single, 3 story above garage, elevator building.

- The development will include 80 apartment homes
 - 24 one-bedroom units (4 affordable)
 - 56 two-bedroom units (8 affordable)
 - 6 at 50% of area median income
 - 6 at 80% of area median income
- Average size of the apartments of 1,399 s/f
- Affordable units sizes start at:
 - One bedroom 913 s/f
 - Two bedroom 1007 s/f
- 160 parking spaces with 130 in a below grade garage
- Common space to include a fitness center, Wi-Fi café, exercise facility, business center and community room
- Heavily landscaped lot – More existing vegetation preserved and many new trees planted
- Market rate rents start at \$3,000 for one bedroom units and \$4,500 for two bedroom units
- The new plan has several benefits over the previous plan:
 - Building further from the closest residential neighbors

- More undisturbed open space on the property
- Less disturbed land and removal of material
- Smaller units
- Less surface parking and roadways

Estimated Rents per Unit Type

• 20	market rate one bedrooms	\$3,000+
• 2	affordable one bedrooms at 80%*	\$1,240
• 2	affordable one bedroom at 50%*	\$826
• 48	market rate two bedrooms	\$4,500+
• 4	affordable two bedrooms at 80%*	\$1,373
• 4	affordable two bedroom at 50%*	\$906

* All are estimates and exclude utilities

Project Unit Mix

Description of the Inclusionary Units

Chestnut Hill Realty Development, LLC is committed to providing 15% of the total number of residential units at the Project as affordable units half to households earning less than 80% and the other half at 50% of the area median income.

The Project will have up to 80 units. Assuming 80 units are constructed, 6 units will be made available to eligible households at 80% of median income and 50% of median income in accordance with the Newton Inclusionary Housing Ordinance.

The affordable units will have the same finishes as the market rate units including granite countertops, in unit washers and dryers and hard wood floors. They will be

located in the front and back of the building and are sized well above the required minimum sizes. All units will have a Woodland view.

All residents will be able to use the many on-site amenities such as the exercise facility, Wi-Fi café and business center.

Affordable unit mix

Unit type	Beds/Unit Type	Unit S/F	Affordable
One bedroom	24	913	4
Two bedrooms	56	1007	8
Total Units			12

Rental rates will be calculated prior to project occupancy based on market conditions. For the inclusionary housing units, in accordance with Section 30-24(1)(b)(i), rent (including a utility allowance) will not exceed 30% of the monthly income of an Eligible Household, assuming 1.5 persons per bedroom.

Based on an internal market analysis and examination of the required affordable housing rents, the following represent the estimated aggregate monthly rent for market rate and affordable units by unit type as estimated by the applicant. The affordable rate rents shown below are derived by ~~blending the 80% and 50% limits~~ using the DHCD Boston Area affordable housing income limits by household size (see appendix 2 for detail)

The inclusionary units will be rented such that the mean income of households in the inclusionary units, as of lease commencement, averages no more than 65% of the area median income (adjusted for household size) as provided in Section 30-24 (f)(1)(v) of the Ordinance.

Affordable Rent Estimates

The 2014 Boston-Cambridge-Quincy MSA Household Income and Income Limits by Number of People per Unit were used for all calculations. Utilities to be paid separately by the residents.

Projected rents including utilities allowance for affordable units

80% of Median Income

One Bedroom Unit

Two person income limits \$54,200
 $\$54,200 / 12 = \4516 income per month

DRAFT FOR REVIEW 9.02.2014

$\$4516 \times .30 = \$1,355$ To spend on housing per month

Two Bedroom Units

Three person income of \$61,000

$\$61,000 / 12 = \5083 income per month

$\$5083 \times .30 = \$1,524$ To spend on housing per month

50% of Median Income

One Bedroom Unit

Two person income limits \$37,650

$\$37,650 / 12 = \3137 income per month

$\$3137 \times .30 = \940 To spend on housing per month

Two Bedroom Units

Three person income of \$42,350

$\$42,350 / 12 = \3529 income per month

$\$3529 \times .30 = \$1,058$ To spend on housing per month

Outline of Construction Specifications and Summary of Amenities

Amenities

In-unit Washer/Dryer

Covered parking

Amenity Center

- Wi-Fi

- Exercise Room
- Walking trails
- Community room
- Business center

Project details

- Current zoning identified; proposed zone change described, if applicable.
 - Special permit was received in 2006, and extended in December 2009 CHR wants to amend this Special Permit
- Description (graphic) of surrounding land uses and neighborhood context. Provide locus map. Provided
- Traffic impacts and access to alternative transportation.
 - ~~Traffic study is underway. Draft available soon.~~ complete.
- Project height, scale, massing
 - ~~Project is 3 stories high, over a garage~~
 - 190,439 of total square footage
- Building appearance (design features, materials, etc.)
 - Elevation provided
- Building layout
 - Site plan provided
- Proposed site plan with buildings, parking, access, landscaping, etc.
 - Site plan provided
- Typical unit floor plan
 - Floor plan will be provided
- Proposed elevations
 - Elevation provided
- Efficiently manages long term operating expenses for residents
 - CHR has an extensive portfolio of apartments, which they have owned and

managed for many years.

- Efficiently manages consumption of resources (energy, water, land, etc.)
 - CHR has a program at all of their facilities to be environmentally smart with appliances, materials etc.
- Minimal negative impact on environment
- Quality and type of building systems
- Materials and interior and exterior finishes
 - Exterior materials will be stone and cement board siding with asphalt shingle roof. It will look traditional.
- Type and location of landscaping.
 - Much of the property will remain undisturbed and CHR will replace trees removed as required by the Tree Ordinance. CHR prides itself on its landscaping at all of its housing communities. They employ their own landscaping staff.
- Inventory of trees that will be saved/replaced.
 - Report is underway
- Description of the amount of open space and how it functions
 - The property will have 550,499 square feet of open space, which is significantly more than the previous proposal. 63,254 square feet have increased the undisturbed land.
- Plan to meet energy efficiencies and/or Energy Star
 - The building will conform to the Stretch Code and will be Energy Star certified.
- A description of how the project will employ Smart Growth principles
- Needs of residents (play space for children, units are accessible/adaptable, etc.) are considered
 - Units are designed to accommodate those who want one floor living. The building has an elevator and underground parking. Three units will be handicapped accessible.
- There is a sense of community
 - The design of the building, layout of the property and amenities all foster

a real community at Kessler Woods.

- The project represents a healthy and safe environment
- The project represents a welcoming community and is open and accessible to populations not likely to live in Newton.
 - Kessler Woods will be open and accessible and have 12 affordable units and ~~two/three~~four Type 2 handicapped accessible units.
- Efficient and appropriate employment of universal design features

Attachments

Site Plan
Aerial
Elevation
Plan of the former development
Floor plans

Exhibit 2

Marketing and Resident Selection Plan

Chestnut Hill Realty Development, LLC (the “Developer”) or its designee will act as the Project’s lottery agent (the “Lottery Agent”) and the City of Newton or its designee will act as the monitoring agent. Lottery and Monitoring Agents shall utilize the City of Newton’s *Guidelines for Uniform Local Resident Selection Preferences in Affordable Housing* (“Newton Fair Housing Guidelines”), a copy of which is attached as Exhibit 4, and incorporated herein. Implementation of the Tenant Selection Plan is based on two fundamental principles: Equal Opportunity and Due Process.

EQUAL OPPORTUNITY

The Lottery Agent will not discriminate against applicants on the basis of race, color, religion, national origin, gender, age, disability, ancestry, marital status, family status, veteran or military status, sexual orientation, genetic characteristics, or status as a person who is a recipient of federal, state, or local public assistance, or the requirement of such programs. The Lottery Agent will maintain a non-discriminatory hiring policy for employees.

DUE PROCESS

Training

All persons involved with the processing of housing applications for the inclusionary units will receive training in the observation of and compliance with Executive Order 11063, Massachusetts General Laws 1518, the Civil Rights Act of 1964, and Title VI. The purpose of the training is to ensure that all employees enforce the policy of non-discrimination and fair housing.

Documentation

All information used to evaluate applicants for the inclusionary units will be in writing. This includes application forms, verifications, credit checks, letters of support, interview notes, etc. All applications, advertisements and management materials will include equal opportunity language and the fair housing logo.

Appeals

Rejected applicants will receive written notification containing the reasons for their rejections and may appeal, in writing, to the Lottery Agent within five days of receiving the rejection notice. All rejection notices will contain phone numbers for complaints to the Massachusetts Commission against Discrimination and the U.S. Department of Housing and Urban Development.

Once an appeal is requested in writing to the Lottery Agent, a hearing will be scheduled to occur within ten (10) days. A member of the Lottery Agent who has not participated in the selection decision will conduct the hearing. All new information presented by the applicant must be in writing and be otherwise verifiable. The hearing officer's decision will be rendered in writing within ten (10) days of the conclusion of the hearing and will be final.

ELIGIBILITY

Income

As set forth in the City of Newton's Inclusionary Housing Ordinance for rental units, the inclusionary units will be made available to applicants with a household income that is no greater than eighty percent (80%) and (50%) of the area median income for the Boston metropolitan statistical area published by the U.S. Department of Housing and Urban Development (HUD), as adjusted for household size (the "Area Median Income").

Inclusionary Units will be rented such that the mean income of Eligible Households living in the Project is no more than 80% of the area median income as described above. Income shall be determined as defined in the LIP Guidelines.

Household/Apartment Size

The bedroom mix for Inclusionary Units will be equal to the bedroom mix of the market rate units. Applicants will be eligible for units appropriate to the size of their household. Households must have at least one (1) person per bedroom and no more than two (2) persons per bedroom.

PRIORITY HOUSING NEEDS CATEGORIES

In addition to the minimum eligibility requirements above, a lottery system will be used to select renters. To the extent permitted by law, this selection process will be governed by the City's Newton Fair Housing Guidelines. Notwithstanding the foregoing, in the event there are insufficient potential renters meeting the local preference criteria (as established in the Local Preference Policy) wishing to rent the Local Preference Units, the Local Preference Units shall become General Preference Units. The Developer agrees to use a listing of Eligible Households provided by the Newton Housing Authority. Further, in the event there are insufficient potential renters meeting the eligibility criteria to rent the inclusionary housing units after two (2) rounds of Lottery, then the units may be rented to market-rate households, but will revert to Inclusionary Units once vacated by the market-rate tenant.

APPLICATIONS AND MARKETING

The Inclusionary Housing Units shall be marketed and offered for rental in accordance with the LIP Guidelines and the Newton Fair Housing Guidelines. In the event of a conflict between the Newton Fair Housing Guidelines and the LIP Guidelines, the LIP Guidelines shall control. In all events, the marketing and rental of the Inclusionary Housing Units shall be further subject to the provisions of applicable law.

ANNUAL COMPLIANCE REPORT

Per Section 30-24 (f)(8)(g), the Developer agrees to submit, on an annual basis, a Compliance report on compliance with the provisions of this Plan and Section 30-24(f).

Exhibit 3

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS
FOR RENTAL PROJECT Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this _____day of ____, 20_ by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the City/Town of Newton, MA ("the Municipality"), and, Chestnut Hill Realty Development, LLC, a Massachusetts [corporation/limited partnership/limited liability company], having an address at 300 Independence Drive, Chestnut Hill, MA, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as _____ at a _____ acre site on _____ Street/Road in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of _____ rental dwellings (the "Units") and _____ of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and _____

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

Four of the Low and Moderate Income Units shall be one bedroom units; _____ of the Low and Moderate Income Units, eight shall be two bedroom units.

All Low and Moderate Income Units to be occupied by families must contain two or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

1. Construction. The developer agrees to construct the project in accordance with plans and specifications approved by the municipality and DHCD. In addition all low or moderate income units to be constructed as part of the project must be indistinguishable for the other units in the project from the exterior and must contain complete living facilities including kitchen cabinets, plumbing fixtures, washer/dryer hookup, all as more fully shown in the plans and Specifications.

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy

and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the handicapped. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability. (a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) or (50%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship or an individual. The "Area" is defined as the Boston MSA/HMFA/Non-Metropolitan County.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) or (50%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD.

In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section.

Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted

hereunder for such a tenant, the Developer 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 Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income 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.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory. (a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). **[If 25% or more of the Units are Low and Moderate Income Units add: All of the Units]** **[If less than 25% of the Units are Low and Moderate Income Units add: Only Low and Moderate Income Units]** will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time; and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the

Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp.

If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).

All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality.

The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a Corporation/LLC duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

a. (b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, 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 or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

b. (c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this

Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

- c. (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 Developer, 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.

9. Transfer Restrictions.

(a) The Developer shall provide DHCD and the Municipality with thirty (30) days' prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of 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.

(b) Prior to any transfer of ownership of the Project or any portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that transferee will assume in full the Developer's obligations and duties under this Agreement.

10. Casualty; Demolition; Change of Use (a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not demolish any part of the Project or substantially subtract

from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of the Agreement unless required by law.

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development Attention: Local Initiative Program Director

100 Cambridge Street, 3rd Floor Boston, MA 02114

Municipality: Newton, MA

Developer: Chestnut Hill Realty Development, LLC

13. Term. (a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and inure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privacy of estate are also deemed to be satisfied in full.

14. Senior Lender Foreclosure. (a) Notwithstanding anything herein to the contrary, but

subject to the provisions of this Section, if the holder of record of a first mortgage granted to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional or governmental lender shall acquire the Project by reason of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Project in lieu of foreclosure, and provided that the holder of such mortgage has given the Municipality and DHCD not less than sixty (60) days' prior written notice of its intention to foreclose upon its mortgage or to accept a conveyance of the Project in lieu of foreclosure to attempt to structure a workout or other arrangement to avoid such foreclosure, conveyance in lieu of foreclosure, or similar remedial action and the Municipality or DHCD has failed within such sixty (60) days to locate a purchaser for the Project who is capable of operating the Project for the uses permitted under this Agreement and who is reasonably acceptable to such mortgage holder, then except as provided below, the rights and restrictions herein contained shall not apply to such mortgage holder upon such acquisition of the Project or to any purchaser of the Project from such mortgage holder, and the Project shall, subject to Paragraph (b) below, thereafter be free from all such rights and restrictions. Notwithstanding the foregoing, the rights and restrictions contained herein shall terminate only to the extent it is financially infeasible to maintain the level of affordability required by this Agreement or some lesser level of affordability (i.e., fewer Local Action Units or Local Action Units affordable to persons or families with higher annual incomes than those required by this Agreement.) "Financially infeasible" shall mean (i) with respect to the operation of the Project, that the rent and other income from the Project is, or is reasonably projected to be, less than the reasonable expenses required (or reasonably projected to be required) to maintain and operate the Project and (ii) with respect to a sale of the Project, that the restrictions would prevent (or be reasonably projected to prevent) the senior mortgage holder from recovering all amounts due and owing with respect to its financing of the Project, including without limitation, principal, interest, charges, costs, expenses, late fees and prepayment premiums.

Financial infeasibility shall be determined by the senior mortgage holder in its reasonable discretion after consultation with the Municipality and DHCD. The senior mortgage holder shall notify the Municipality and DHCD of the extent to which the rights and restrictions contained herein shall be terminated and the Developer agrees to execute any documents required to modify this Agreement to conform to the senior mortgage holder's determination. The Developer hereby irrevocably appoints any senior mortgage holder and each of the Municipality and DHCD, its true and lawful attorney-in-fact, with full power of substitution, to execute, acknowledge and deliver any such documents on behalf of the Developer should the Developer fail or refuse to do so.

(b) The rights and restrictions contained herein shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure by (i) Developer, (ii) any person with a direct or indirect financial interest in Developer, (iii) any person related to a person described in clause (ii) by blood, adoption or marriage, (iv) any person who is or at any time was a business associate of a person described in clause (ii), and (v) any entity in which any of the foregoing have a direct or indirect financial interest (each a "Related

Party"). Furthermore, if the Project is subsequently acquired by a Related Party during the period in which this Agreement would have remained in effect but for the provisions of this Section, this Agreement shall be revived and shall apply to the Project as though it had never lapsed.

(c) In the event such holder conducts a foreclosure or other proceeding enforcing its rights under such mortgage and the Project is sold for a price in excess of the sum of the out-standing principal balances of all notes secured by mortgages of the Project plus all future advances, accrued interest and all reasonable costs and expenses which the holders thereof are entitled to recover pursuant to the terms of such mortgages, such excess shall be paid to the Municipality in consideration of the loss of the value and benefit of the rights and restrictions herein contained and released by the Municipality pursuant to this Section in connection with such proceeding (provided, that in the event that such excess shall be so paid to the Municipality by such holder, the Municipality shall thereafter indemnify such holder against loss or damage to such holder resulting from any claim made by the mortgagor of such mortgage to the extent that such claim is based upon payment of such excess by such holder to the Municipality in accordance herewith, provided that such holder shall give the Municipality prompt notice of any such claim and shall not object to intervention by the Municipality in any proceeding relating thereto). To the extent the Developer possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the full extent permissible by law, the Developer hereby assigns its interest in such amount to said holder for payment to the Municipality.

15. Further Assurances. The Project Sponsor and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default. (a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent to Regulatory Agreement attached hereto and made a part hereof.

Attachments:

COUNTY OF

, 20

Executed as a sealed instrument as of the date first above written. Developer

By: its _____

Department of Housing and Community Development

By:

Municipality By:

its _____ (Chief Executive Officer)

Exhibit A - Legal Property Description Exhibit B - Rents for Low and Moderate Income Units

COMMONWEALTH OF MASSACHUSETTS, ss.

its _____ (Associate Director)

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of the _____ [Developer], and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____ Notary Public Print Name: My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS COUNTY OF SUFFOLK, ss. , 20_

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary public Print Name: My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS COUNTY OF _____, ss. , 20_

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City/Town of _____, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public Print Name: My Commission Expires:

Consent to Regulatory Agreement

The Undersigned being the holder of a mortgage on the above described Project recorded with the Registry of Deeds in Book ____, Page ____, hereby consents to the execution and recording of this Agreement and to the terms and conditions hereof.

(name of lender) By:

its _____

(If the Project has more than one mortgagee, add additional consent forms. Execution of

~~DRAFT FOR REVIEW 9.02.2014~~

the consent form by a mortgagee is only necessary if the mortgage has been recorded prior to the Regulatory Agreement.)

COMMONWEALTH OF MASSACHUSETTS COUNTY OF ,ss. , 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ of _____ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public Print Name: My Commission Expires:

Re: Kessler Woods

Newton, MA Chestnut Hill Realty Development, LLC (Developer)

EXHIBIT A

Property Description

Re: Kessler Woods

Newton, MA Chestnut Hill Realty Development, LLC

EXHIBIT B

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units –
After deducting utility allowance

Utility Allowances

- One bedroom - \$115
- Two bedroom - \$152

Assuming two people in the one bedroom unit and three people in the two bedroom unit.

50% Median Income

- One bedroom units - \$826
- Two bedroom units - \$906

80% Median Income

- One bedroom units - \$1,240
- Two bedroom units - \$1,373

Exhibit 4

NEWTON FAIR HOUSING COMMITTEE

Newton Housing & Community Development Program Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Phone 617-796-1146. TDD/TTY 617-796-7089

Guidelines for Uniform Local Resident Selection Preferences in Affordable Housing

The Newton Fair Housing Committee recommends the adoption of the following uniform policies for the use of selection preferences for that affordable housing which is subject to the oversight of the City of Newton, either through funding or by regulation. The Uniform Guidelines are intended for use in affordable rental and homeownership programs that utilize a lottery at initial distribution of the units and upon resale. Local resident selection preference policies should be as uniform as program constraints will allow across Newton's programs that distribute funding or regulate affordable housing, including but not limited to: Community Development Block Grant Program, HOME Program, Community Preservation Act Program, Inclusionary Zoning Ordinance, and Chapter 40B.

1. Non-Discrimination.

The use of the local selection preference shall not have the purpose or effect of delaying, denying, or excluding participation in a housing program based on race, color, religion, national origin, gender, age, disability, ancestry, marital status, family status, veteran or military status, sexual orientation, genetic characteristics, or status as a person who is a recipient of federal, state, or local public assistance, or the

requirements of such programs.

2. Requirements of Other Programs.

Many programs, such as low-income housing tax credits, the approval procedures in effect under the Comprehensive Permit Guidelines (the 40B Guidelines), the HOME program, and others permit local resident selection preferences subject to program-specific limitations. These recommendations are to apply only where not in conflict with other applicable state or federal program requirements, or with fair housing or civil rights requirements.

3. Criteria for Local Preference.

Preference shall be given for qualified applicants as follows. First preference for initial occupancy shall be given to applicants who are being displaced as a result of the construction, alterations, or rehabilitation involving the unit in question, and are qualified for the unit in terms of household size, income, and if relevant for the unit, disability, as provided below, unless such preference would be unallowable under the rules of a source of funding for the project.

Following that, preference shall go to any other qualified applicants who fall within any of the following equally weighted categories:

- (a) Individuals or families who live in Newton.
- (b) Households with a family member who works in Newton, has been hired to work in Newton, or has a bona fide offer of employment in Newton.
- (c) Households with a family member who attends a public school in Newton.

As set forth above, preference for dwelling units having features that are designed, constructed, or modified to be usable and accessible to people with visual, hearing, or mobility disabilities shall, for first occupancy, be assigned to displaced applicants needing the features of the unit. All other applicants shall be assigned in the following order of priority: (a) first to households having preference under one or more of the three categories listed above that include a family member needing the features of the unit; (b) then to households without a preference that include a family member needing the features of the unit; (c) then to other households based on the preferences described above; and (d) then to other qualified applicants.

4. Numerical Limitations.

The local preference may be used for up to 70% of the affordable dwelling units to be distributed, or such lower share as may be required by other applicable authorities.

5. Mitigating Potential Discriminatory Outcomes.

When the local preference is utilized, the developer or owner should use the procedures required by the 40B Guidelines in effect as of July 30, 2008. Under the 40B Guidelines, the owner or developer uses a lottery to select applicants from two pools: (1) a pool of applicants with preferences and (2) a pool of applicants without preferences. Any discriminatory effects are mitigated by adding minority applicants without preferences to the local preference pool until the percentage of racial and ethnic minorities in the local preference pool reflects the corresponding percentages in the Boston metropolitan statistical area. Additional mitigation may be required to assure that a preference for households that work in the community does not discriminate against or have the effect of excluding disabled and elderly households in violation of fair housing laws.

6. Affirmative Fair Housing Marketing.

When the local preference is used, the developer or owner should engage in affirmative fair housing marketing. Marketing should be based on the procedures such as those established under the 40B Guidelines. Marketing should meet the following minimum standards:

(a) Outreach. Marketing should reach out to those groups protected by fair housing laws. Marketing should be conducted in the print, radio and other media serving families with children, people with disabilities, and those racial and ethnic groups in the Boston metropolitan area not represented in comparable numbers in Newton. At minimum, available units should be listed with the MetroList administered by the Boston Fair Housing Commission.

(b) MassAccess. Units modified or designed as accessible units for people with disabilities should be registered with the MassAccess Registry.

(c) Application Procedures. The owner or developer should use fair methods for accepting applications, such as accepting applications over a period of weeks, accepting applications by mail, and use of lotteries to establish waiting lists.

The procedures are described in detail in Chapter III of the "Guidelines for G.L. c.40B Comprehensive Permit Projects and the Subsidized Housing Inventory" in effect as of July 30, 2008. A copy of the 40B Guidelines is available at:
<http://www.mass.gov/dhcd/Temp/06/40Bgdlines.doc>

(d) Selection Preferences. Local residency preferences must not be advertised as they may discourage non-local potential applicants.

Exhibit B

Re: Kessler Woods

Newton, MA

Chestnut Hill Realty Development, LLC

Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units

50% of Median Income

	Rent	Utility Allowance
One Bedroom	\$826	\$115
Two Bedroom	\$906	\$152

80% of Median Income

~~DRAFT FOR REVIEW 9.02.2014~~

One Bedroom	\$1240	\$115
Two Bedroom	\$1373	\$152

Utilities Paid by Tenant - As allowed by City of Newton

Utility Allowance

Row/Garden/Walkup

	1 bedroom	2 bedroom
Natural gas heat	52	68
Natural gas cooking	6	8
Other electric	41	57
Water heating	16	19
Total	115	152

Summary Report:	
Litéra® Change-Pro TDC 7.0.0.365 Document Comparison done on 10/15/2014 7:02:53 PM	
Style Name: KL Standard	
Original DMS: dm://BOS/3427808/1	
Modified DMS: dm://BOS/3427808/2	
Changes:	
Add	9
Delete	7
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format Changes	0
Total Changes:	16

ATTACHMENT 4

TO: Newton Planning Department

FROM: Chestnut Hill Realty

DATE: October 16, 2014

RE: **Kessler Woods Sustainable Project Features and LEED-related criteria**

We cannot determine finally at this juncture whether the project will be LEED Certifiable. We are working through the criteria and process now. We intend to meet or exceed the Stretch Code. The following are some of the sustainability items that CHR intends to incorporate into this building as a matter of practice.

- Energy Conservation:
 - Individual on demand gas fired hot water boilers in each unit or a high efficiency central boiler that provide domestic hot water and heating hot water to the individual unit. These boilers are sub-metered for individual use.
 - Each unit is individually metered for electricity use
 - Energy Star appliances that include refrigerator, dishwasher, washing machine
 - LED light fixtures in common areas with motion sensors.
 - LED exterior lighting
 - Closed cell spray foam insulation
 - Weather stripping all exterior doors and unit entry doors
 - Enhanced compartmentalization between units
 - HVAC Startup balancing
- Water Efficiency:
 - Low flow toilets that use .8/gallon per flush
 - Low flow faucets and shower heads
 - Irrigation abatement sub meter
- Misc
 - IAQ- corridor ventilation system
 - Low VOC paint and materials
 - Recycling program building wide
 - Shuttle van from Hancock Village property.