



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

MEMORANDUM

DATE: February 22, 2019

TO: Land Use Committee of the City Council

FROM: Barney Heath, Director of Planning and Development
Amanda Berman, Director of Housing and Community Development
Jennifer Caira, Chief Planner
John Lojek, Commissioner, Inspectional Services

RE: #624-18 Review of Compliance with the Hancock Estates Special Permit #102-06(12)

In response to the above docket item, we have produced the following review of compliance with the Special Permit at Hancock Estates, 200 Estate Drive. This project had a long, complicated process with many detours along the way and represented the first inclusionary units to be built in the City in many years. City staff have learned from this experience and have improved our current processes and templates as a result. While the process was complex, the project that was ultimately built represents the same project that was approved by the City and includes 13 units which are now occupied by people earning an average 65 percent of the Area Median Income (AMI). The Planning Department has consulted with the Law Department, which agrees with the conclusions in this memorandum.

I. Brief History of Project

This project goes back at least as far as 2003 with the City with CPA funding, at that time partnering with Cornerstone Corporation to purchase the 42-acre property from Boston Edison. For a variety of reasons, Cornerstone Corporation did not move forward with their residential plans for the property. In 2014 Chestnut Hill Realty (CHR) sought to amend the Special Permit granted in 2008 by constructing an 80-unit multi-family. The Special Permit was granted in 2014 requiring 12 inclusionary affordable units (8 two-bedroom and 4 one-bedroom) at an average of 65% Area Median Income (AMI). At that time, the Planning Department approved of the size and location of the units and the Board Order conditioned the project to comply with the approved Inclusionary Housing Plan and the plans showing the location of the affordable units.

In April of 2015 CHR sought to amend their 2014 Special Permit by adding eight more units for a total of 88, providing one more affordable unit (for a total of 13). Because of the addition of the 8 units within the same building footprint, the size of both the market rate and inclusionary units was reduced; however, the market rate units were reduced (21%)

further than the inclusionary units (9%) so that unit size comparisons were better than the 2014 approved plan. As detailed in the approved Special Permit amendment dated April 21, 2015, the size and location of the 13 inclusionary units were to be consistent with the architectural plans last revised February 19, 2015 and approved by the Planning Department at that time.

In May of 2017 CHR sought to amend their 2015 Special Permit to locate their required 13 inclusionary units off-site to a property at 219 Commonwealth Avenue. At subsequent Land Use meetings held between June and September, CHR, in response to Planning Department analyses, revised their proposal to keep 5 one-bedroom units at Hancock Estates and seek to move the 8 two-bedroom units to 219 Commonwealth Avenue. Following the September public hearing, where there was a continuing critical analysis of the proposed swap, CHR withdrew their proposal in October of 2017.

In August of 2018, CHR again sought to amend their Special Permit to keep 9 units at Hancock Estates (5 one-bedroom /4 two-bedroom) and move 4 two-bedroom affordable units to Commonwealth Avenue. In addition to the 4 two-bedroom units, CHR proposed to provide 5 more affordable units and 19 middle-income (120% AMI) units for a total of 28 deed-restricted affordable units at 219 Commonwealth Avenue. In its memorandum to Land Use on this new proposal, the Planning Department did offer a favorable opinion on the whole of this new proposal as it added 24 units (5 affordable/19 middle income) to the original 13 affordable units the developer was required to provide per its Special Permit

II. Approval of Temporary Occupancy Permits for Market Units Before Marketing/Lottery/Tenancy/Temporary Occupancy of Inclusionary Units:

A Building permit was issued for this project in April of 2016, before CHR came forward with their proposal for 219 Commonwealth Avenue. The April 21, 2015 Board Order conditions required compliance with the approved Inclusionary Housing Plan and the Inclusionary Zoning Ordinance, but only required proof of compliance prior to a Final Certificate of Occupancy being issued. Therefore, the developer was within their rights to request Temporary Certificates of Occupancy (TCO) for the market rate units while advancing a proposal to relocate the IZ units to 219 Commonwealth Avenue.

Beginning in late 2017, the Planning Department developed a new policy for outlining the Special Permit Council Order conditions as they relate to a project's required inclusionary units. These conditions are more descriptive and tie the issuance of a building permit to the following:

- The submittal of a final Inclusionary Housing Plan, reviewed and certified as compliant by the Director of Planning and Development, which includes an approved draft of the project's Affirmative Fair Housing Marketing and Resident Selection Plan for the inclusionary units (an example of a certified Inclusionary Housing Plan Checklist and Approval Form is attached – this document was developed by the Planning Department in late 2017 and is now provided to all Special Permit applicants prior to their Land Use Public Hearing)
- The submittal of the Local Action Unit application to DHCD

The conditions also tie the issuance of a Temporary Certificate of Occupancy to the following:

- A fully-executed Regulatory Agreement and Declaration of Restrictive Covenants, which establishes the affordability restriction for inclusionary units in perpetuity and is reviewed and approved by both the City and DHCD prior to being signed and recorded with the Registry of Deeds
- Evidence confirming the marketing, lottery, and resident selection for the Inclusionary Units has been completed and provided to the Director of Planning and Development for review and approval.

A recent example of this policy can be found in the attached Council Order for 189-193 Adams Street from October 2018.

One further complicating factor which led to the market rate units being occupied in advance of the IZ units is that the language contained in our current IZ off-site Development Language (Section 5.11.6 of the Inclusionary Zoning Ordinance) does not specifically indicate whether a developer can initiate an off-site request at any time or is required to have resolution from the City Council on such a request before receiving a building permit. As such, CHR moved forward with an off-site request as the project was being built-out in 2017.

In December of 2017, following CHR's decision to withdraw their request for an amendment to their Special Permit, a decision was made to cease issuing Temporary Certificates of Occupancy (TCOs) until a completed Local Action Unit application was reviewed and approved by the City, and subsequently approved by DHCD, which would include:

- The unit composition of the inclusionary units and market-rate units, including the number of bedrooms and baths, square footage, and proposed rents of each of the 88 units
- A draft Regulatory Agreement, red-lined by both the City and the developer, including approved site plans with unit locations
- A draft Affirmative Fair Housing Marketing and Resident Selection Plan for the inclusionary units

Along with this requirement, the City communicated to CHR that future TCOs would only be granted up to 62 (out of 88) – holding 26 back to cover the 13 inclusionary units and the equivalent 13 market-rate units, in accordance with Section 5.11.6 of the Inclusionary Zoning ordinance. Moving forward, one market rate unit would be released for each inclusionary unit occupied. If the City Council acted on the request to locate offsite units, Certificates of Occupancy (COs) would be issued for an equal number of market rate units for each inclusionary unit occupied.

Action: Our proposed updated IZ ordinance, currently pending before the Zoning and Planning Committee, includes more specific language which prohibits the issuance of **any** COs until the tenants for the IZ units have been chosen and approved.

III. Unit Mix, Size and Dispersion:

Issues have been raised with respect to whether the IZ units established at Hancock Estates are compliant with the City's Board Order and IZ ordinance. The City's requirements for design and construction are found in Section 5.11.7, and the habitable space requirements are in Section 5.11.8. The requirements and our analysis are as follows:

- The IZ units must be "dispersed throughout the development" and sited in "no less desirable location than the market rate units" and have "exterior finishes that are indistinguishable from the market rate units".

Analysis: Attached are the 2015 approved plans showing the size and locations of the IZ units. The IZ units are divided amongst the three floors and are front and rear facing and are the result of improvements made to unit mix, unit dispersion, and size of units based on comments from the Planning Department and the Newton Housing Partnership when reviewing the 80-unit proposal in 2014. The 2015 Inclusionary Housing Plan, including the attached plans, were approved by the City Council and the Special Permit Board Order requires compliance with these plans. Additionally, the size and locations of the IZ units were subsequently received and approved by DHCD in June 2018 as part of the Local Action Units Approval process.

- The size of the IZ units is regulated by language in two separate sections of the IZ ordinance. Section 5.11.7.A. requires 650 sq. ft. for a one bedroom and 950 sq. ft. for a two-bedroom **or** 60% of the average square footage of the market rate units with the same number of bedrooms, whichever is greater. Section 5.11.8. states that the total habitable space of the inclusionary units in a proposed development shall be no less than 10 percent of the sum of the total habitable space of all market-rate units and all inclusionary units in the proposed development.

Analysis: The square footage of the units was obtained from the approved architectural plans, dated August 22, 2014, Revision 6 dated February 19, 2015. As detailed below, the 60% calculation does not yield a greater number than the 650 sq. ft. and 950 sq. ft. requirement and the proposed IZ units exceed the 650 sq. ft. and 950 sq. ft. minimums.

Average Square Footage of Units:					
	Market-Rate Units:	60% of Avg. of MR:		Inclusionary Units:	
1-Bedroom	1,017	610		893	
2-Bedroom	1,560	936		1,000	
Average SF of all units	1,305				

Additionally, the total habitable space of the IZ units exceeds 10 percent of the sum of the total habitable space of all market-rate units and all inclusionary units, as detailed in the table below.

Per the City's IZ Ordinance, Section 5.11.8.		
Habitable Space Requirements	Sq. Ft.	
Sum of total habitable space of all market-rate units and IZ	40,207	
10% of the above number	4,020.7	
Total habitable space of IZ units	12,465	

- In addition, questions were raised as to whether the inclusionary units at Hancock Estates properly reflected the overall unit mix at the development. The unit mix at Hancock Estates includes one and two-bedroom units with one, one and a half, two, and two and a half bathrooms, and some of the two-bedroom units contain dens. The inclusionary units, however, do not include dens or two and a half bathrooms.

Analysis: Per section 5.11.7.B. of the City's IZ ordinance, "the bedroom mix of the IZ units shall be equal to the bedroom mix of the market rate units in the development." The ordinance does not make reference to dens or the number of bathrooms when determining an equivalent "bedroom mix" between the inclusionary and market rate units. In addition, the City is guided by DHCD and DHCD does not consider dens when reviewing Local Action Unit projects. While DHCD does request to see the number of bathrooms per unit in an inclusionary housing project, the agency reviewed and approved the bedroom / bathroom mix at Hancock Estates, including the square footage of the inclusionary and market rate units, as part of the Local Action Units application process in the Spring of 2018.

The approved building permit plans also include a guest-suite in an area that was shown as unlabeled common space in the approved Special Permit plans. The guest suite is not considered one of the 88 units and is considered by the Commissioner of Inspectional Services to be an amenity to existing residents, similar to a common room that could be rented for events by residents. The approved Special Permit plans for the Austin Street project also included a similar guest suite. The Commissioner of Inspectional Services will require a written statement from CHR prior to issuance of a Final Certificate of Occupancy that the guest suite can only be rented by current residents for guests of those residents and for no more than one week at a time. The guest suite must also be available for rental to all residents.

The City also reviewed and approved the project's overall bedroom mix, per the Inclusionary Zoning requirements mentioned above. The bedroom mix of the

market rate units is 36% one-bedroom (27 units) and 64% two-bedroom (48 units). The bedroom mix of the inclusionary units is 38% one-bedroom (5 units) and 62% two-bedroom (8 units), as equivalent of a breakdown to the market rate units as possible given the number of required IZ units. Again, the unit mix of the project, including the IZ units, was reviewed and approved by DHCD and the City and reflects the unit mix by bedrooms and meets all of the City's and DHCD's size requirements, as detailed above.

Action: In 2018, the Planning Department developed a new template Unit Mix spreadsheet to determine the average square footage of the market-rate and inclusionary units, as well as the breakdown of the unit types (including the number of bathrooms) by floor and AMI level. All Special Permit applicants must now submit a completed Unit Mix spreadsheet along with their application. Attached to this report is the Unit Mix spreadsheet for Hancock Estates, created in October 2018 by Planning Department staff.

IV. Marketing and Advertising:

Issues were raised concerning the general advertising undertaken by CHR for Hancock Estates (see attached). The City does not—and cannot—regulate the content of the general advertising for the market rate units and therefore the developer is under no obligation to provide the City or DHCD with the elements of its marketing and advertising campaign that are not specifically related to the inclusionary units. Any allegations that the general advertising may violate state or federal fair housing laws would need to be addressed by state and federal authorities; the City has no authority to enforce those laws.

The City's Inclusionary Zoning ordinance and DHCD's Local Action Units requirements (per the Chapter 40B Guidelines) do, however, require that the developer submit for review and approval an Affirmative Fair Housing Marketing and Resident Selection Plan (AFHMP) for the project's inclusionary units, which includes measures to ensure affirmative fair marketing, procedures for establishing a local preference and conducting an affordable housing lottery, and sample ads for the inclusionary units.

CHR submitted to the City and DHCD, as part of its Local Action Units application, an AFHMP plan for the 13 inclusionary specific units, and the plan was subsequently approved by both the City and DHCD. We have evidence of their compliance with this plan. This plan was developed and executed by SEB Housing, one of the region's leading affordable housing lottery agents. There were over 600 submitted applications for the Lottery for the inclusionary units at Hancock Estates. Of the submitted applications, 415 were complete and eligible, and 73 of these 415 households applied as Local Preference households. Attached is the Lottery Night summary for the Phase 1 Lottery.

Attachments:

Attachment A: 2015 Approved Architectural Site and Floor Plans
Attachment B: 2015 Approved Inclusionary Housing Plan
Attachment C: Hancock Estates Unit Mix spreadsheet, October 2018
Attachment D: 189-193 Adams Street Special Permit Board Order

Attachment E: Sample Inclusionary Housing Plan Checklist and Approval Form

Attachment F: Sample of advertisement for Hancock Estates for market-rate units

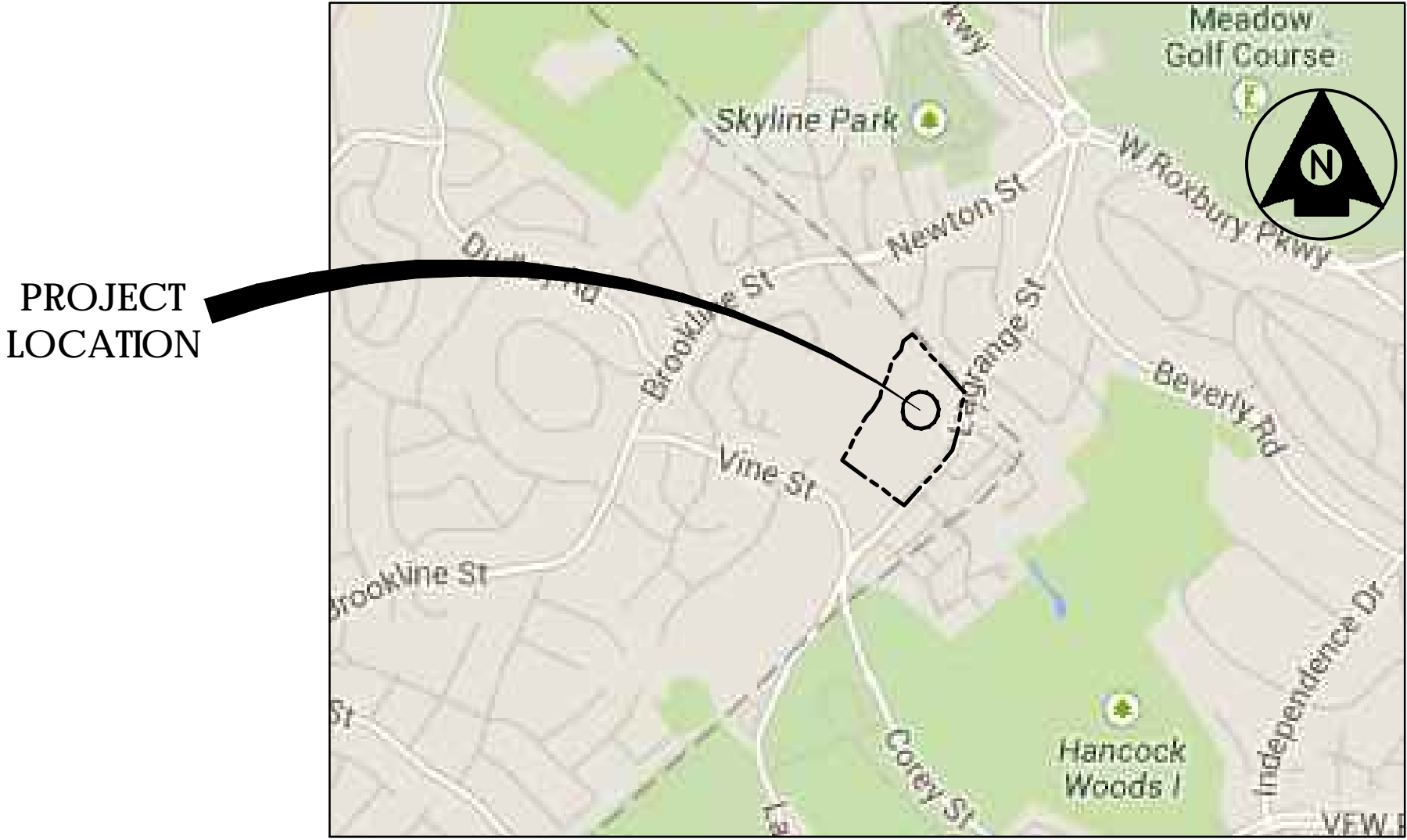
Attachment G: Local Action Units Approval letter from DHCD

Attachment H: Hancock Estates Phase 1 Lottery Night Summary

Attachment I: Sample Inclusionary Housing Unit Marketing approved by DHCD



Attachment A



LOCUS MAP
SCALE: N.T.S

SPECIAL PERMIT DRAWING SET FOR:

THE RESIDENCES AT KESSELER WOODS

Newton, Massachusetts

ISSUED: AUGUST 4, 2014
REVISED: AUGUST 29, 2014
OCTOBER 24, 2014
MARCH 04, 2015

APPLICANT

CHESTNUT HILL REALTY DEVELOPMENT, LLC
300 INDEPENDENCE DRIVE
CHESTNUT HILL, MA 02467
617.323.2100

OWNER

KESSELER DEVELOPMENT, LLC
400 BLUE HILL DRIVE
WESTWOOD, MA 02090

LANDSCAPE ARCHITECT AND CIVIL ENGINEER

STANTEC PLANNING AND LANDSCAPE ARCHITECTURE P.C.
226 CAUSEWAY STREET
BOSTON, MA 02114
617.523.8103

ARCHITECT

THE ARCHITECTURAL TEAM, INC
50 COMMANDMENTS WAY
CHELSEA, MA 02150
617.889.4402

ZONING DATA - MR-3			
	REQUIRED / ALLOWED	APPROVED	PROPOSED
MINIMUM LOT SIZE	10,000 S.F.	640,847 S.F. (14.7 ACRES)	640,847 S.F. (14.7 ACRES)
CONTINUOUS FRONTAGE	80'	625' +/- (LAGRANGE STREET)	625' +/- (LAGRANGE STREET)
MINIMUM FRONT YARD	15'	150' +/-	150' +/-
MINIMUM SIDE YARD	16'	182' +/- (NEWTON/BROOKLINE TOWN LINE) 516' +/- (SOUTHWEST PROPERTY LINE)	182' +/- (NEWTON/BROOKLINE TOWN LINE) 516' +/- (SOUTHWEST PROPERTY LINE)
MINIMUM REAR YARD	24'	60' +/-	60' +/-
MINIMUM DISTANCE FROM STRUCTURE TO STREET	150' (FOOTNOTE 5)	150' +/-	150' +/-
MINIMUM DISTANCE FROM STRUCTURE TO LOT LINE	75' (FOOTNOTE 5)	182' +/-	182' +/-
MINIMUM SETBACKS TO LOT LINES	50' (FOOTNOTE 5)	150' FRONT; 60' REAR; 182' SIDE	150' FRONT; 60' REAR; 182' SIDE
MAXIMUM NUMBER OF STORIES	4 STORIES (FOOTNOTE 5)	4 STORIES MAX.	4 STORIES MAX.
MAXIMUM BLDG HEIGHT	48' (FOOTNOTE 5)	48' MAX.	48' MAX.
MAXIMUM BLDG LOT COVERAGE BY STRUCTURES	45%	8% +/-	8% +/-
MINIMUM AMOUNT OF OPEN SPACE	30%	85% +/-	85% +/-
PARKING			
MINIMUM CAR PARKING REQUIREMENT	2 SPACES FOR EACH DWELLING UNIT	160 SPACES FOR 80 UNITS	176 SPACES FOR 88 UNITS
CAR PARKING SPACES	9x17' WITH OVERHANG AND 24' AISLE PARALLEL 9'X21'	9x17' WITH OVERHANG AND 24' AISLE PARALLEL 9'X21'	9x17' WITH OVERHANG AND 24' AISLE PARALLEL 9'X21'
ACCESSIBLE PARKING SPACES	2 VAN ACCESSIBLE	2 VAN ACCESSIBLE	2 VAN ACCESSIBLE
PARKING SETBACK	15' AT STREET R.O.W.	96' +/-	96' +/-

DRAWING INDEX

EXISTING CONDITIONS PLAN OF LAND			
L-001	OVERALL SITE PLAN	A1.00	FLOOR PLAN:PARKING FLOOR PLAN & FIRST FLOOR PLAN
L-002	SITE COMPARISON PLAN	A1.01	FLOOR PLAN: SECOND FLOOR PLAN & THIRD FLOOR PLAN
L-100	LAYOUT AND MATERIALS PLAN	A2.00A	FLOOR PLAN: PARTIAL PARKING FLOOR PLAN
L-200	GRADING PLAN	A2.00B	FLOOR PLAN: PARTIAL PARKING FLOOR PLAN
L-201	BLASTING COMPARISON PLAN	A2.01A	FLOOR PLAN: PARTIAL FIRST FLOOR PLAN
L-202	BUILDING HEIGHT CALCULATION PLAN	A2.01B	FLOOR PLAN: PARTIAL FLOOR FLOOR PLAN
L-300	UTILITY PLAN	A2.02A	FLOOR PLAN: PARTIAL SECOND FLOOR PLAN
L-301	UTILITY PROFILES	A2.02B	FLOOR PLAN: PARTIAL SECOND FLOOR PLAN
L-400	PLANTING PLAN	A2.03A	FLOOR PLAN: PARTIAL THIRD FLOOR PLAN
L-401	TREE REMOVAL PLAN	A2.03B	FLOOR PLAN: PARTIAL THIRD FLOOR PLAN
L-500	SITE PHOTOMETRIC PLAN	A4.01	BUILDING ELEVATIONS
L-600	LIFE SAFETY PLAN	A4.02	BUILDING ELEVATIONS
L-700	SITE DETAILS 1	A5.01	BUILDING SECTIONS
L-701	SITE DETAILS 2		
L-702	SITE DETAILS 3		
L-703	SITE DETAILS 4		
L-704	SITE DETAILS 5		
L-800	SITE SECTIONS 1		
L-801	SITE SECTIONS 2		
L-802	SITE SECTIONS 3		

V:\2008 archive\210801167\design\document\01167_site_plan.dwg, 3/9/2015 6:49:31 PM DWG To PDF (150 dpi).pc3



225 Causeway Street
Boston MA U.S.A., 02114
www.stantec.com
P.617.523.8103

Copyright Reserved
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.
The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.



SPECIAL PERMIT AMENDMENT	JPM	TPK	03.04.15
VARIOUS EDITS	ZY	FH	11.06.14
VARIOUS EDITS	JM	TPK	10.24.14
VARIOUS EDITS	CL/JM	TPK	08.29.14
SPECIAL PERMIT FILING	CL/JM	TPK	08.04.14
VARIOUS EDITS	CL/JM	TPK	07.14.14
SITE PLAN	JM	TPK	11.26.13
Issued	By	Appd.	MM.DD.YY

File Name:	JM/CL		
	Dwn.	Chkd.	Dgn.

Permit-Seal



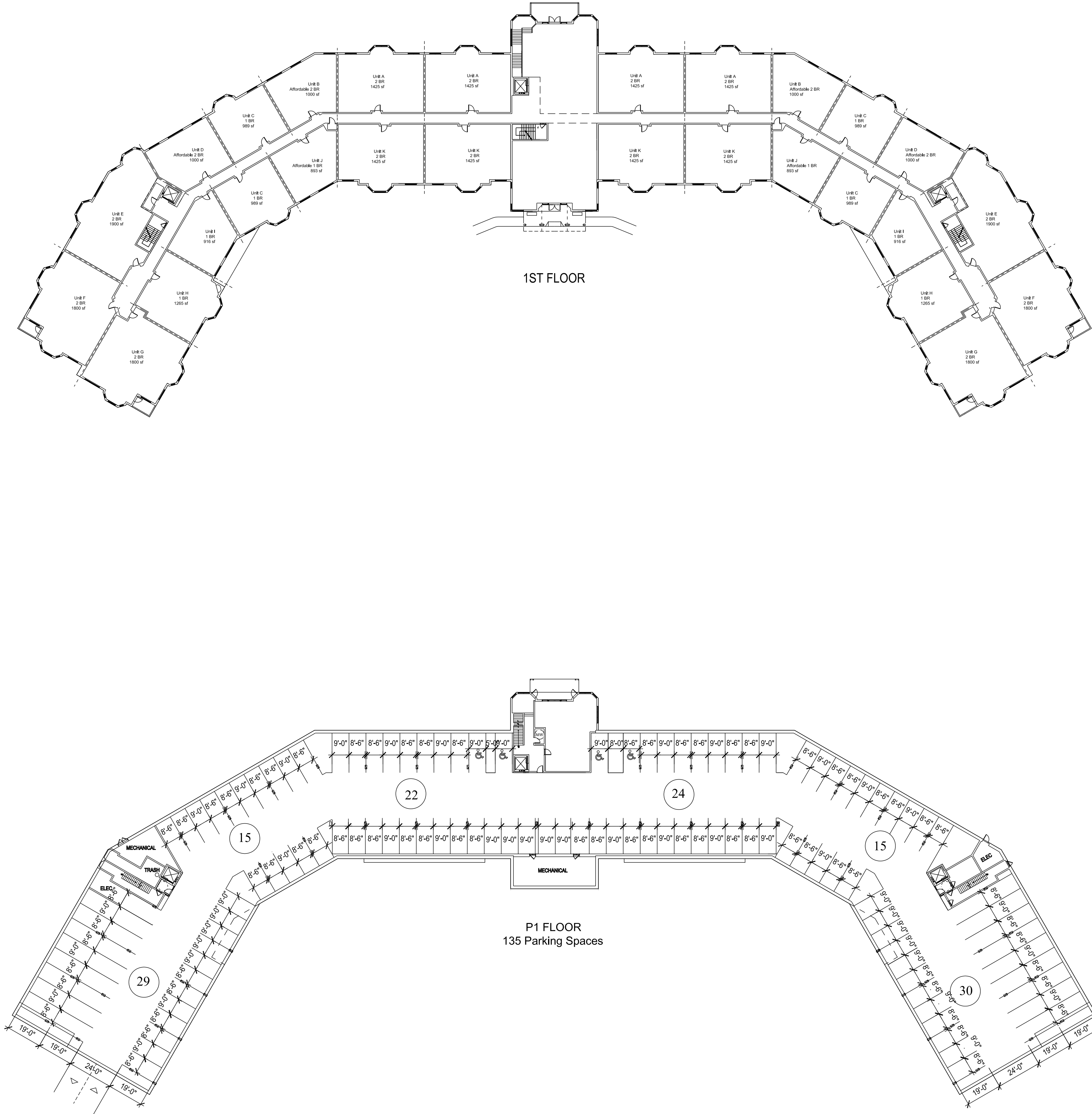
Client/Project
CHESTNUT HILL REALTY
THE RESIDENCES AT
KESSLER WOODS
NEWTON, MA

Title
OVERALL SITE PLAN

Project No. 210801167
Scale AS NOTED

Drawing No.
L-001

Thursday, March 05, 2015 12:42:23 PM
P:\14003 Kessler Woods CHRDrawingsWorking\CAD\Plot Files\14003_A1.00 - PARKING & FIRST FLOOR PLAN.dwg



DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET. BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET BEDROOM UNITS	
FOOTPRINTS AND UNIT DEMISING WALLS ARE SHOWN CONCEPTUALLY		

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

Revision:

△- REV 1 - AUGUST 29, 2014


△- REV 2 - OCTOBER 24, 2014

△- REV 3 - NOVEMBER 6, 2014

△- REV 4 - NOVEMBER 17, 2014

△- REV 6 - FEBRUARY 19, 2015

Architect of Record:



Drawn: T.Z.

Checked: T.E.S.

Scale: 1/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARKING FLOOR PLAN
&
FIRST FLOOR PLAN

Project Number:

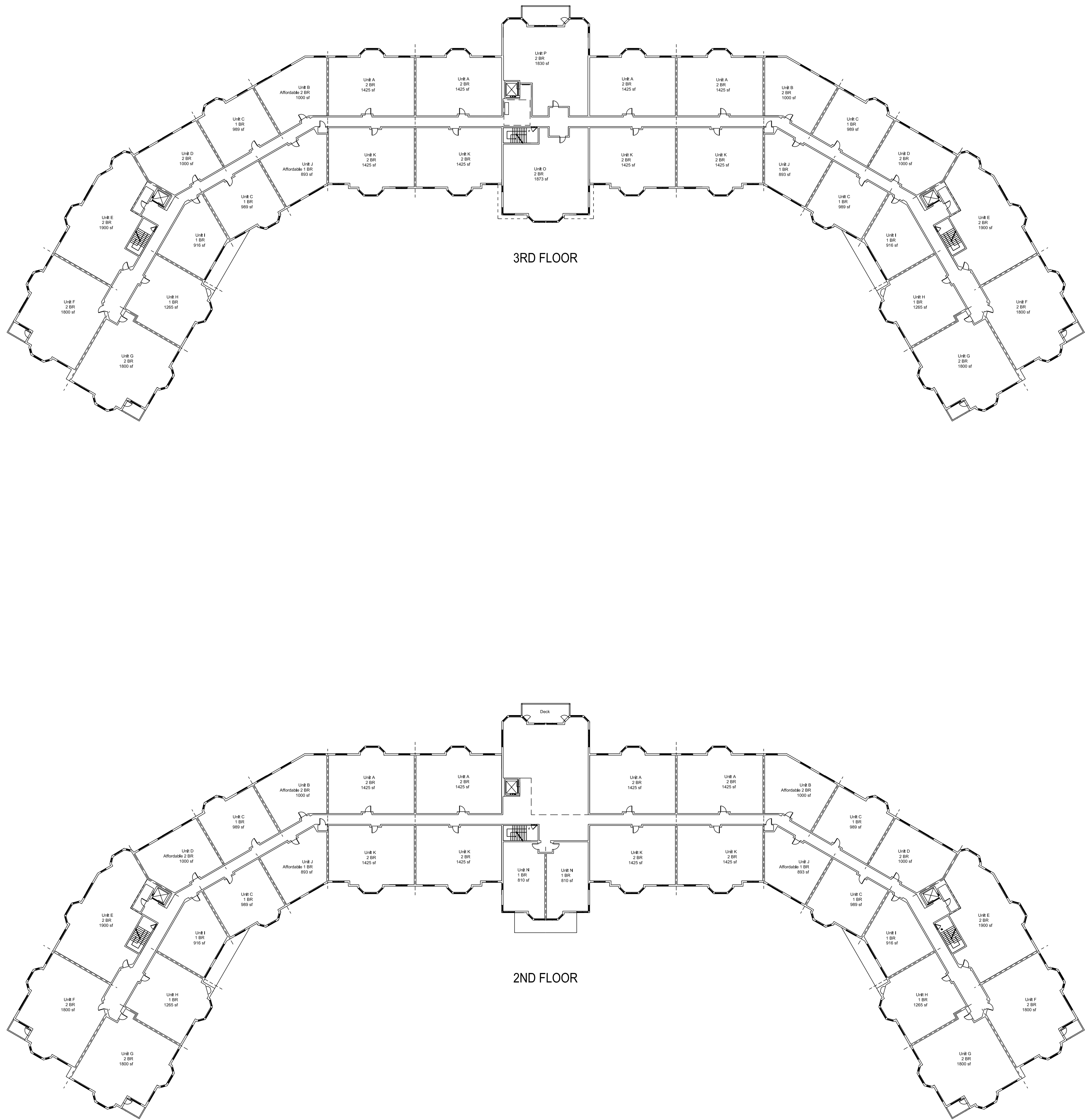
14003

Issue Date:

August 22, 2014

Sheet Number:

A1.00



DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET BEDROOM UNITS	
FOOTPRINTS AND UNIT DEMISING WALLS ARE SHOWN CONCEPTUALLY		

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

Revision:
△- REV 1 - AUGUST 29, 2014
△- REV 2 - OCTOBER 24, 2014
△- REV 3 - NOVEMBER 6, 2014
△- REV 4 - NOVEMBER 17, 2014
△- REV 6 - FEBRUARY 19, 2015

Architect of Record:



Drawn: T.Z.
Checked: T.E.S.
Scale: 1/32" = 1'-0"
Key Plan:

Project Name:
Kessler Woods

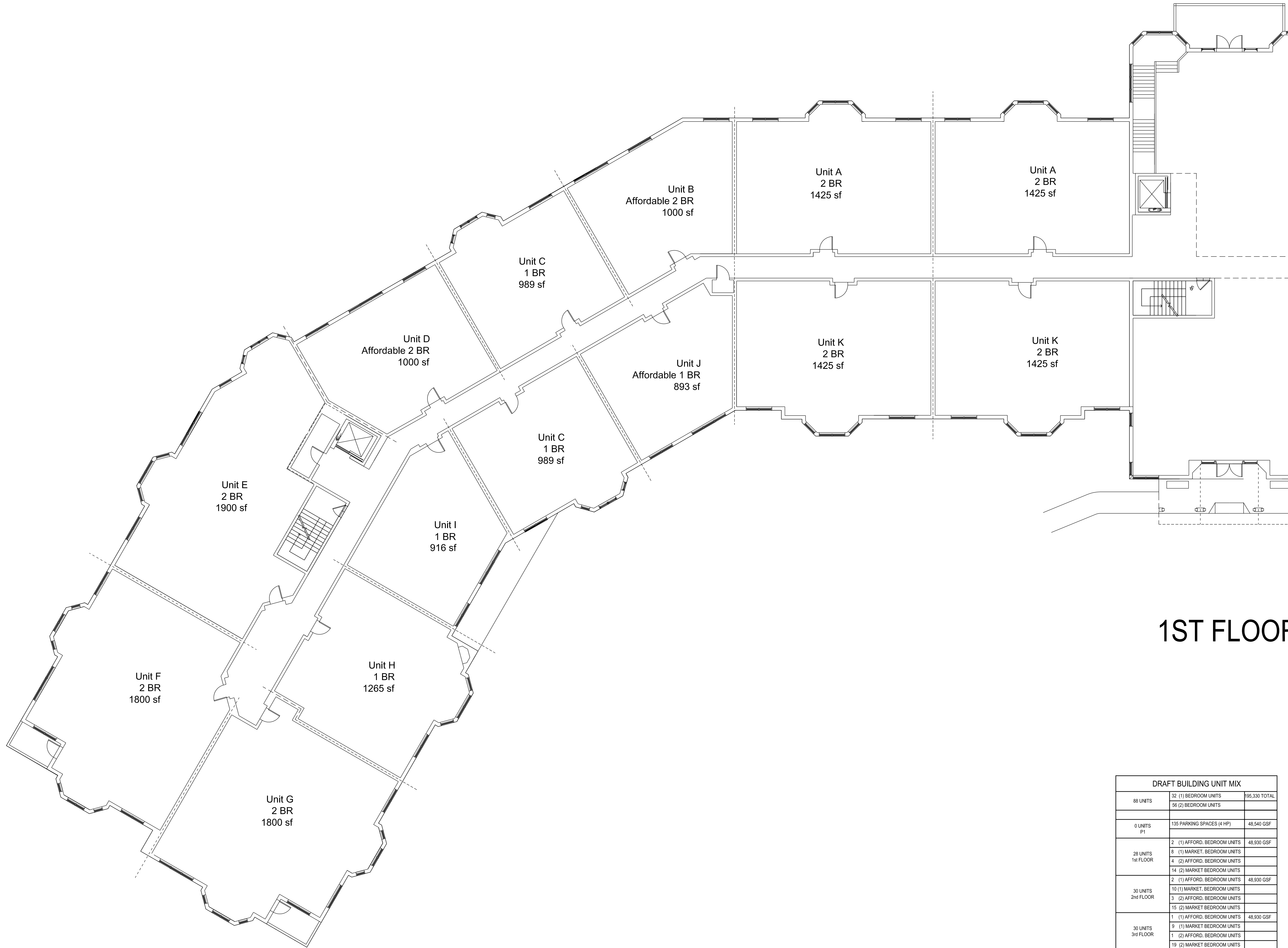
Sheet Name:
FLOOR PLAN:
SECOND FLOOR PLAN
&
THIRD FLOOR PLAN

Project Number:
14003
Issue Date:
August 22, 2014

Sheet Number:

A1.01

Thursday, March 05, 2015 12:45:31 PM
P:\14003 Kessler Woods CHRDrawingsWorking\CAD\Plot Files\14003_A2.01A - ENLARGED PLANS.dwg



1ST FLOOR

DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	95,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET. BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET BEDROOM UNITS	

tat |
the architectural team

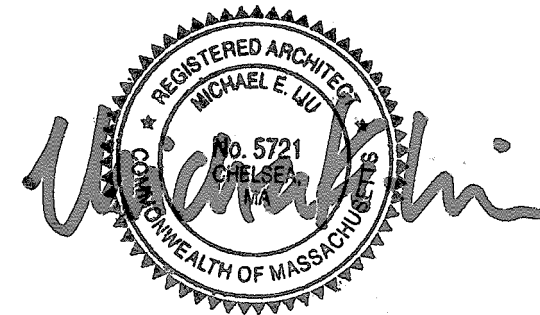
The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

Revision:

- △ REV 1 - AUGUST 29, 2014
- △ REV 2 - OCTOBER 24, 2014
- △ REV 3 - NOVEMBER 6, 2014
- △ REV 4 - NOVEMBER 17, 2014
- △ REV 6 - FEBRUARY 19, 2015

Architect of Record:



Drawn: T.Z.

Checked: T.E.S.

Scale: 1/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARTIAL FIRST
FLOOR PLAN

Project Number:

14003

Issue Date:

August 22, 2014

Sheet Number:

A2.01A

Thursday, March 05, 2015 12:44:42 PM
P:\14003 Kessler Woods CHR\Drawings\Working\CAD\Plot Files\14003_A2.01B - ENLARGED PLANS.dwg

1ST FLOOR



DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET. BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET. BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET. BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET. BEDROOM UNITS	

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

Revision:

△ REV 1 - AUGUST 29, 2014

△ REV 2 - OCTOBER 24, 2014

△ REV 3 - NOVEMBER 6, 2014

△ REV 4 - NOVEMBER 17, 2014

△ REV 6 - FEBRUARY 19, 2015

Architect of Record:

Drawn: T.Z.

Checked: T.E.S.

Scale: 1/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARTIAL FIRST
FLOOR PLAN

Project Number:

14003

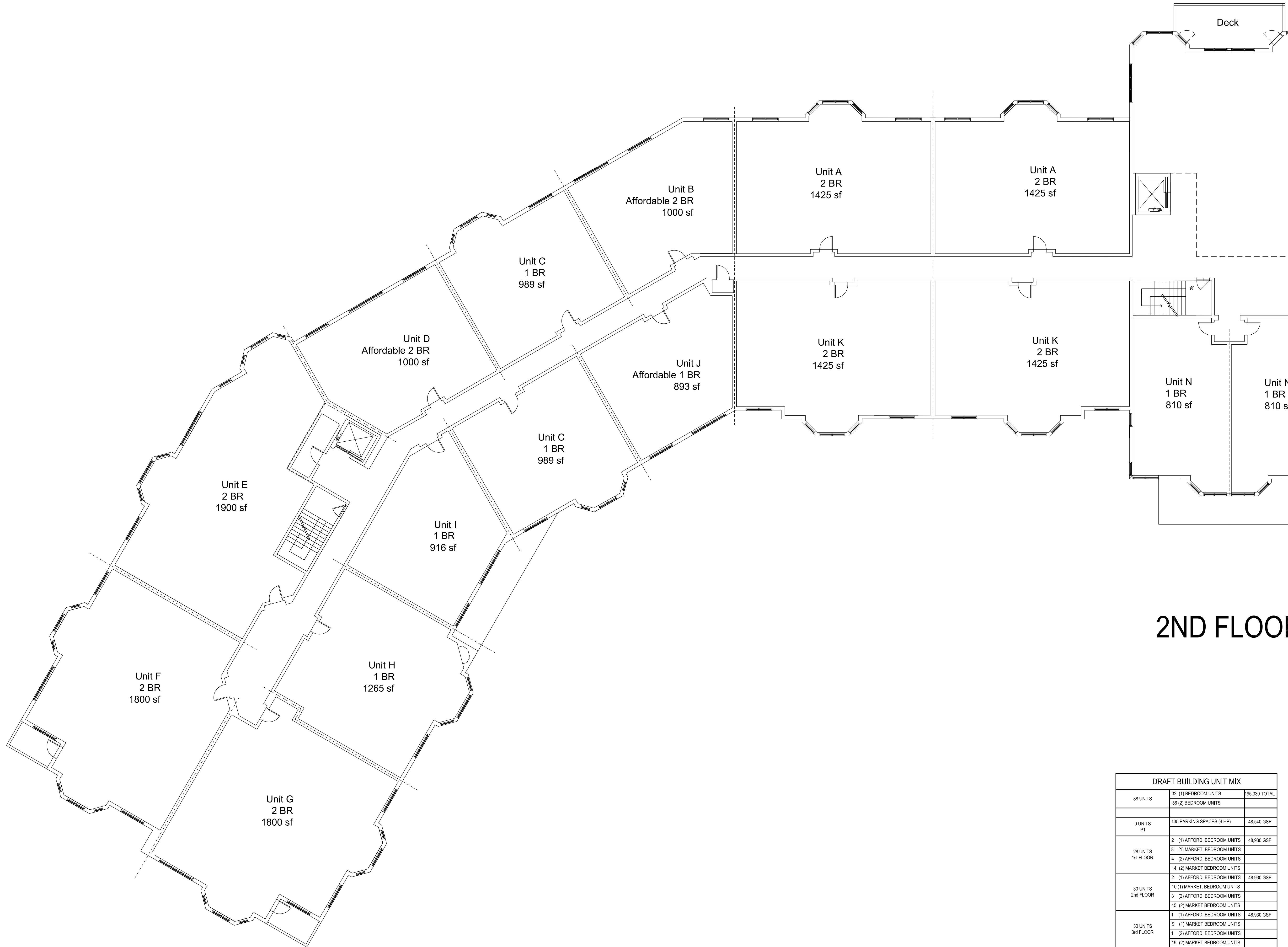
Issue Date:

August 22, 2014

Sheet Number:

A2.01B

Thursday, March 05, 2015 12:44:01 PM
P:\14003 Kessler Woods CHRDrawingsWorking\CAD\Plot Files\14003_A2.02A - ENLARGED PLANS.dwg



2ND FLOOR

DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET BEDROOM UNITS	

tat |
the architectural team

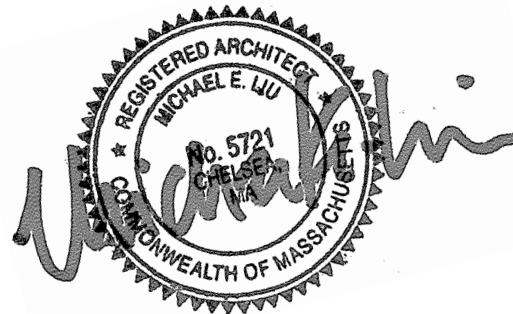
The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

Revision:

- △ REV1 - AUGUST 29, 2014
- △ REV 2 - OCTOBER 24, 2014
- △ REV 3 - NOVEMBER 6, 2014
- △ REV 4 - NOVEMBER 17, 2014
- △ REV 6 - FEBRUARY 19, 2015

Architect of Record:



Drawn: T.Z.

Checked: T.E.S.

Scale: 1/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARTIAL SECOND
FLOOR PLAN

Project Number:

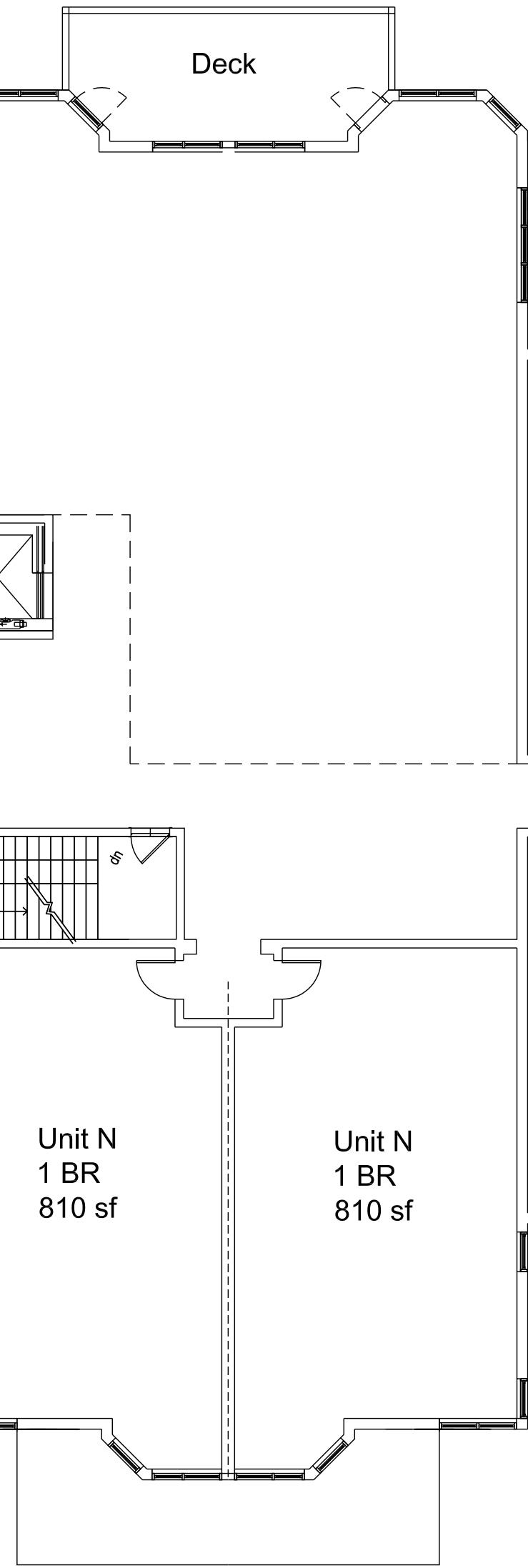
14003

Issue Date:

August 22, 2014

Sheet Number:

A2.02A



2ND FLOOR

DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET BEDROOM UNITS	

tat

the architectural team

The Architectural Team, Inc.

50 Commandant's Way at Admiral's Hill

Chelsea MA 02150

T 617.889.4402

F 617.884.4329

www.architecturalteam.com

©2011 The Architectural Team, Inc.

Consultant:

Revision:

△

REV 1 - AUGUST 29, 2014

△

REV 2 - OCTOBER 24, 2014

△

REV 3 - NOVEMBER 6, 2014

△

REV 4 - NOVEMBER 17, 2014

△

REV 6 - FEBRUARY 19, 2015

Architect of Record:

REGISTERED ARCHITECT

NO. 572

STATE OF MASSACHUSETTS

ARCHITECT

Michael E. Ulin

Drawn: T.Z.

Checked: T.E.S.

Scale: 1/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARTIAL SECOND
FLOOR PLAN

Project Number:

14003

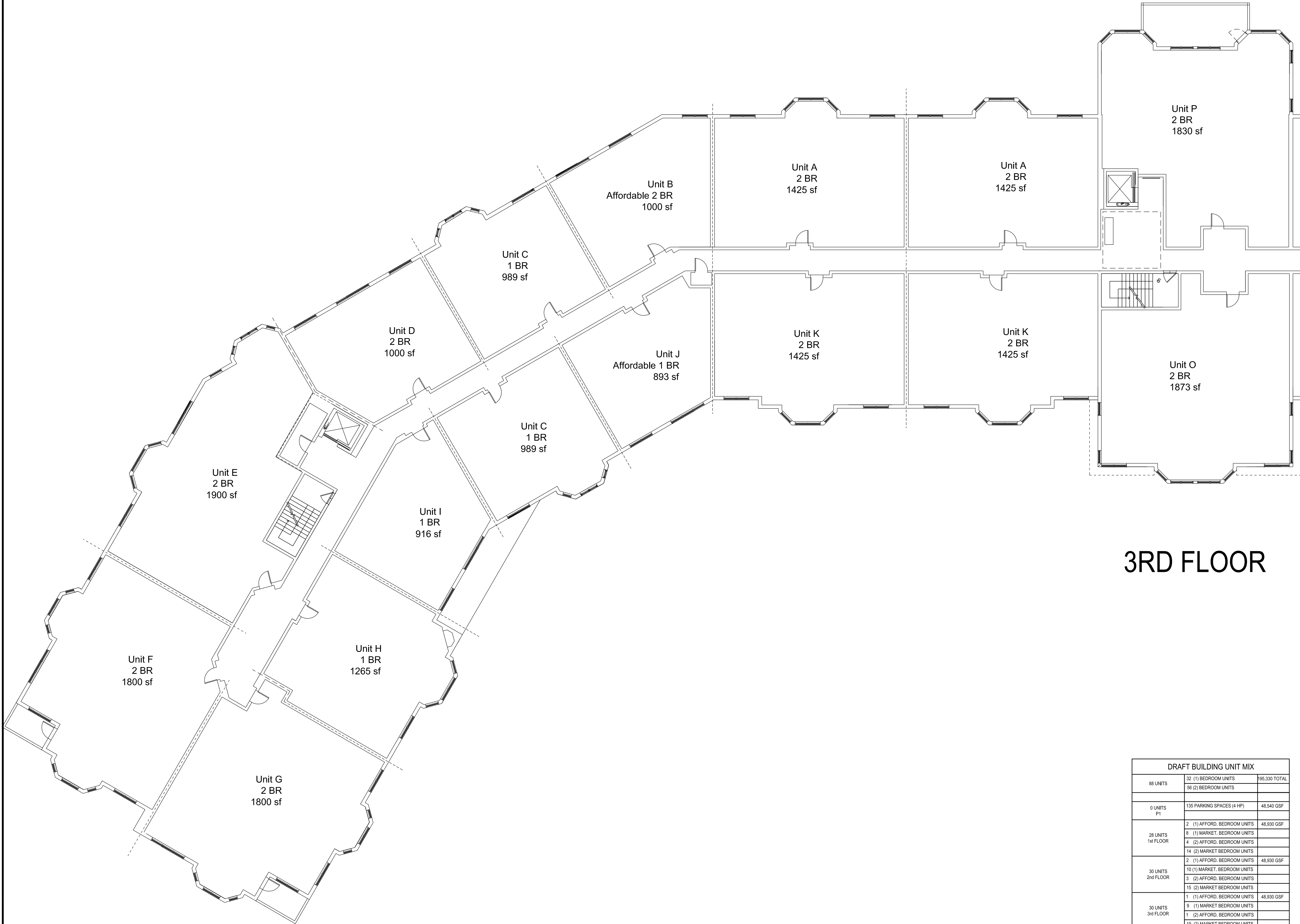
Issue Date:

August 22, 2014

Sheet Number:

A2.02B

Thursday, March 05, 2015 12:42:47 PM
P:\14003 Kessler Woods CHRDrawingsWorking\CAD\Plot Files\14003_A2.03A - ENLARGED PLANS.dwg



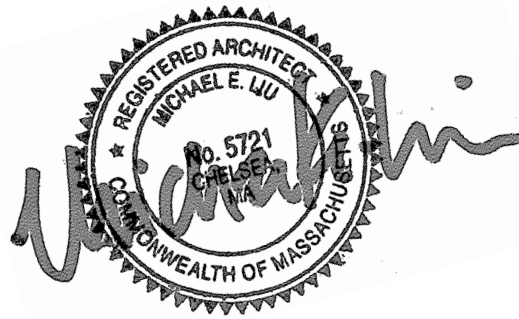
DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET BEDROOM UNITS	

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

- Revision:
- △ - REV 1 - AUGUST 29, 2014
 - △ - REV 2 - OCTOBER 24, 2014
 - △ - REV 3 - NOVEMBER 6, 2014
 - △ - REV 4 - NOVEMBER 17, 2014
 - △ - REV 6 - FEBRUARY 19, 2015

Architect of Record:



Drawn: T.Z.

Checked: T.E.S.

Scale: 1/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARTIAL THIRD
FLOOR PLAN

Project Number:

14003

Issue Date:

August 22, 2014

Sheet Number:

A2.03A



3RD FLOOR

DRAFT BUILDING UNIT MIX		
88 UNITS	32 (1) BEDROOM UNITS	195,330 TOTAL
	56 (2) BEDROOM UNITS	
0 UNITS P1	135 PARKING SPACES (4 HP)	48,540 GSF
28 UNITS 1st FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	8 (1) MARKET. BEDROOM UNITS	
	4 (2) AFFORD. BEDROOM UNITS	
	14 (2) MARKET. BEDROOM UNITS	
30 UNITS 2nd FLOOR	2 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	10 (1) MARKET. BEDROOM UNITS	
	3 (2) AFFORD. BEDROOM UNITS	
	15 (2) MARKET. BEDROOM UNITS	
30 UNITS 3rd FLOOR	1 (1) AFFORD. BEDROOM UNITS	48,930 GSF
	9 (1) MARKET. BEDROOM UNITS	
	1 (2) AFFORD. BEDROOM UNITS	
	19 (2) MARKET. BEDROOM UNITS	

tat |
the architectural team

The Architectural Team, Inc.
50 Commandant's Way at Admiral's Hill
Chelsea MA 02150
T 617.889.4402
F 617.884.4329
www.architecturalteam.com
©2011 The Architectural Team, Inc.

Consultant:

Revision:

△- REV 1 - AUGUST 28, 2014

△- REV 2 - OCTOBER 24, 2014

△- REV 3 - NOVEMBER 6, 2014

△- REV 4 - NOVEMBER 17, 2014

△- REV 6 - FEBRUARY 19, 2015

Architect of Record:



Drawn: T.Z.

Checked: T.E.S.

Scale: 3/32" = 1'-0"

Key Plan:

Project Name:

Kessler Woods

Sheet Name:

FLOOR PLAN:
PARTIAL THIRD
FLOOR PLAN

Project Number:

14003

Issue Date:

August 22, 2014

Sheet Number:

A2.03B

Attachment B

Kessler Woods Inclusionary Housing Plan

March 11, 2015

Chestnut Hill Realty Development, LLC is asking the Board of Aldermen for a modification to their Special Permit approval # 102-06 (12) for a 80 unit apartment development in Kessler Woods.

Chestnut Hill Realty's new plan is for 88 units of rental housing with an average size of 1,285 s/f. The plan decreases the number of two bedroom units by six and increases the number of one bedroom units by 14. The new plan has the same architecture, footprint and total occupied building square footage as the November 17, 2014 plan.

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 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. It was never built.

In 2014, Chestnut Hill Realty received a Special Permit dated November 17, 2014 for 80 units to be built on the same location as the previously approved Cornerstone project.

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.

Chestnut Hill Realty Development, LLC is has a Special Permit for one and two bedroom apartments homes in a single, 3 story above garage, elevator building.

- The development will include 80 apartment homes
 - 20 one-bedroom units (3 affordable)
 - 60 two-bedroom units (9 affordable)
 - 6 at 50% of area median income
 - 6 at 80% of area median income

Current Project

Chestnut Hill Realty is asking for a modification of the unit mix to the November 17, 2014 Special Permit. CHR is asking for a reduction of 6 two bedroom apartments and an increase of 14 one bedroom apartment for a total of 88 units. There is no increase in total occupied building space from the 80 unit project.

The exterior of the building will remain the same as will the total occupied building.

- Average size of the apartments of 1,285 s/f
- Affordable units sizes:
 - One bedroom 893 s/f
 - Two bedroom 1000 s/f
- 176 parking spaces with 135 in a below grade garage
- Common space to include a Wi-Fi café, exercise facility, business center, community room and theater

- Heavily landscaped lot
- Market rate rents start at \$3,000 for one bedroom units and \$4,500 for two bedroom units

Estimated Rents per Unit Type

• 29	market rate one bedrooms	\$3,000+
• 2	affordable one bedrooms at 80%*	\$1,271
• 2	affordable one bedroom at 50%*	\$866
• 1	affordable one bedroom at 65%*	\$1,072
• 46	market rate two bedrooms	\$4,500+
• 4	affordable two bedrooms at 80%*	\$1,412
• 4	affordable two bedroom at 50%*	\$951

* 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 to six households earning less than 80%, six households at 50% and one at 65% of the area median income.

The Project will have up to 88 units. Assuming 88 units are constructed, 6 units will be made available to eligible households at 80% of median income, 6 units at 50% of median and one will be available to households at 65% 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, stainless steel appliances, in unit washers and dryers and hard wood floors. They will be located on all three floors in the front and back of the building and are sized well above the required minimum sizes.

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

Affordable unit mix

Unit type	Beds/Unit Type	Unit S/F	Affordable
One bedroom	34	893	5
Two bedrooms	54	1000	8
Total Units			13

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 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 2015 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 \$55,800
 $\$58,800 / 12 = \4650 income per month
 $\$4650 \times .30 = \$1,390$ To spend on housing per month

Two Bedroom Units

Three person income of \$62,750
 $\$62,750 / 12 = \5229 income per month
 $\$5229 \times .30 = \$1,569$ To spend on housing per month

50% of Median Income

One Bedroom Unit

Two person income limits \$39,400

$\$39,400 / 12 = \3283 income per month

$\$3283 \times .30 = \985 To spend on housing per month

Two Bedroom Units

Three person income of \$44,350

$\$44,350 / 12 = \3695 income per month

$\$3695 \times .30 = \$1,108$ To spend on housing per month

65% of Medium Income

One Bedroom Unit

Two person income limits \$47,650

$\$47,650 / 12 = \$3,970$ income per month

$\$3970 \times .30 = \$1,191$ 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
- Theater

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 memo provided.
- Project height, scale, massing
 - Project is 3 stories high over a garage
 - 195,330 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 provided (updated floor plans to be in next comprehensive plan set)
- 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.
 - Same as previous plan
- Description of the amount of open space and how it functions
 - The property will have 563,190 square feet of open space, which is same as the previous approved Special Permit.
- Plan to meet energy efficiencies and/or Energy Star
 - The building will meet or exceed the Stretch Code. A memo describing the Project's Sustainable Project Features is attached.
- A description of how the project will employ Smart Growth principles
- The Project will include a shuttle.

- 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. Four units (including 1 affordable unit) will be handicapped accessible.
 - There will be a designated outdoor play/recreation area.
- 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 13 affordable units and four Type 2 handicapped accessible units.
- Efficient and appropriate employment of universal design features

Attachments

Site Plan
 Arial
 Elevation
 Floor plans
 Sustainable Project Features

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:

Five of the Low and Moderate Income Units shall be one bedroom units; 2 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%), (65%) 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 outstanding 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 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 (estimates)

- One bedroom - \$119
- Two bedroom - \$157

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

50% Median Income

- One bedroom units - \$866
- Two bedroom units - \$951

80% Median Income

- One bedroom units - \$1,271
- Two bedroom units - \$1,412

65% Median Income

- One bedroom units - \$1,072

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	\$866	\$119
Two Bedroom	\$951	\$157

80% of Median Income

One Bedroom	\$1,271	\$119
Two Bedroom	\$1,412	\$157

65% of Median Income

One Bedroom	\$1,072	\$119
-------------	---------	-------

Utilities Paid by Tenant - As allowed by City of Newton - 2015

Utility Allowance

Row/Garden/Walkup

	1 bedroom	2 bedroom
Natural gas heat	47	62
Natural gas cooking	8	9
Other electric	45	63
Water heating	19	23
Total	119	157

Attachment C

Hancock Estates Unit Mix by Floor & Bedroom Type_Created by City_10.15.18

Hancock Estates Unit Mix (created by City of Newton Planning Staff, updated 10.15.18)										
By Floor & Unit Type										
	Unit	Floor	# BR	SF*	% AMI	Fully-Accessible	Phase 1 Lottery	Phase 2 Lottery	AMI Breakdown by Floor	
First Floor										
1 Bedroom, 1 Bath										
	128		1	893	50%	Y	1		50% AMI	4 14%
Subtotal / Avg.	1	1%		893.0					80% AMI	2 6%
1 Bedroom, 1.5 Bath										
	104		1	1,265	MR				MR	22 80%
	106		1	916	MR				Total	28 100%
	108		1	989	MR					
	109		1	989	MR					
	110		1	893	50%		1			
	127		1	989	MR					
	130		1	989	MR					
	132		1	916	MR					
	134		1	1,265	MR					
Subtotal / Avg.	9	32%		9211.0						
2 Bedroom, 2 Bath										
	107		2	1,000	50%			1		
	111		2	1,000	50%		1			
	114		2	1,425	MR					
	125		2	1,000	80%		1			
	129		2	1,000	80%			1		
Subtotal / Avg.	5	#REF!		5425.0						
2 Bedroom, 2.5 Bath										
	101		2	1,800	MR					
	102		2	1,800	MR	Y				
	103		2	1,900	MR					
	113		2	1,425	MR					
	115		2	1,425	MR					
	116		2	1,425	MR					
	121		2	1,425	MR					
	122		2	1,425	MR					
	123		2	1,425	MR					
	124		2	1,425	MR					
	133		2	1,900	MR					
	135		2	1,800	MR					
	136		2	1,800	MR					
Subtotal / Avg.	13	46%		20,975						
Subtotal / Avg. by Floor	28	32%	1.6	35,504			4	2		
Second Floor										
1 Bedroom, 1.5 Bath										
	204		1	1,265	MR				50% AMI	2 7%
	206		1	916	MR				65% AMI	1 3%
	208		1	989	MR				80% AMI	2 7%
	209		1	989	MR				MR	25 83%
	210		1	893	80%		1		Total	30 100%
	218		1	810	MR					
	220		1	810	MR					
	227		1	989	MR					
	228		1	893	65%		1			
	230		1	989	MR					
	232		1	916	MR					
	234		1	1,265	MR					
Subtotal / Avg.	12	40%		11,724						
2 Bedroom, 1 Bath										
	211		2	1,000	50%	Y	1			
Subtotal / Avg.	1	3%		1,000						
2 Bedroom, 2 Bath										
	207		2	1,000	50%			1		
	225		2	1,000	80%		1			
	229		2	1,000	MR					
Subtotal / Avg.	3	10%		3,000						
2 Bedroom, 2.5 Bath										
	201		2	1,800	MR					
	202		2	1,800	MR					
	203		2	1,900	MR					
	213		2	1,425	MR					
	214		2	1,425	MR					
	215		2	1,425	MR					
	216		2	1,425	MR					
	221		2	1,425	MR					
	222		2	1,425	MR					
	223		2	1,425	MR					
	224		2	1,425	MR					
	233		2	1,900	MR					
	235		2	1,800	MR					
	236		2	1,800	MR					
Subtotal / Avg.	14	47%		22,400						
Subtotal / Avg. by Floor	30	100%	1.6	38,124			4	1		
Third Floor										
1 Bedroom, 1 Bath										
	328		1	893	MR	Y			50% AMI	0 0%
Subtotal / Avg.	1	3%		893					80% AMI	2 7%
1 Bedroom, 1.5 Bath										
	304		1	1,265	MR				MR	28 93%
	306		1	916	MR				Total	30 100%
	308		1	989	MR					
	309		1	989	MR					
	310		1	893	80%		1			
	327		1	989	MR					
	330		1	989	MR					
	332		1	916	MR					
	334		1	1,265	MR					
Subtotal / Avg.	9	30%		9,211						
2 Bedroom, 2 Bath										
	307		2	1,000	MR			1		
	311		2	1,000	80%					
	325		2	1,000	MR					
	329		2	1,000	MR					
Subtotal / Avg.	4	13%		4,000						
2 Bedroom, 2.5 Bath										
	301		2	1,800	MR					
	302		2	1,800	MR					
	303		2	1,900	MR					
	313		2	1,425	MR					
	314		2	1,425	MR					
	315		2	1,425	MR					
	316		2	1,425	MR					
	317		2	1,830	MR					
	318		2	1,873	MR					
	321		2	1,425	MR					
	322		2	1,425	MR					
	323		2	1,425	MR					
	324		2	1,425	MR					
	333		2	1,900	MR					
	335		2	1,800	MR					
	336		2	1,800	MR					
Subtotal / Avg.	16	53%		26,103						
Subtotal / Avg. by Floor	30	100%	1.7	40,207			1	1		
TOTAL	88		144	40,207			9	4		
AVERAGE			1.6	1,804.9						
This spreadsheet was developed by the City of Newton Planning staff based off information provided by the developer.										
Notes:										
Source: Footage of units obtained from architectural plans provided by developer, dated 8.22.14, Rev. 6.2.19.15 (included with Inclusionary Housing Plan submission, March 2015)										
Number of bedrooms and bathrooms per unit obtained from Unit Matrix included in the architectural plans submitted by the developer as part of their building permit application in 2016.										

Legend	
Inclusionary Units	
Fully-Accessible (Group 1 Units)	

Average Square Footage of Units:			
Market-Rate Units:	60% of Avg. of MR:	Inclusionary Units:	
1-Bedroom	1,017	610	893
2-Bedroom	1,560	936	1,000
Average SF of all units	1,305		

Per the City's IZ Ordinance, Section 5.11.7.A:			
12 units shall have habitable space of not less than:			
1-Bedroom	650 sq. ft.		
2-Bedroom	950 sq. ft.		
3-Bedroom	1,250 sq. ft.		
OR			
60% of the average square footage of the market-rate units with the same number of bedrooms, whichever is greater			

Per the City's IZ Ordinance, Section 5.11.8:			
Habitable Space Requirements:		Sq. Ft.	
Sum of total habitable space of all market-rate units and IZ units		40,207	
10% of the above number		4,020.7	
Total habitable space of IZ units		12,465	
Per the ordinance, the total habitable space of inclusionary units in a proposed development shall be no less than 10 percent of the sum of the total habitable space of all market-rate units and all inclusionary units in the proposed development.			

Attachment D

#137-18
189-193 Adams Street/19 Quirk Court

CITY OF NEWTON

IN CITY COUNCIL

October 15, 2018

ORDERED:

That the Council, finding that the public convenience and welfare will be substantially served by its action, that the use of the site will be in harmony with the conditions, safeguards and limitations set forth in the Zoning Ordinance, and that said action will be without substantial detriment to the public good, and without substantially derogating from the intent or purpose of the Zoning Ordinance, grants approval of a SPECIAL PERMIT/SITE PLAN APPROVAL to construct a 19, 119 square foot, 12-unit multi-family structure with residential units and office space on the ground floor, of three stories and 33 feet in height, with a floor area ratio (FAR) of .99, to allow parking within the front setback, to reduce the minimum stall dimensions, and to waive the dimensional and design controls for parking facilities containing more than five stalls, as recommended by the Land Use Committee for the reasons given by the Committee through its Chairman, Councilor Gregory Schwartz:

- 1) The site is an appropriate location for the building as designed, given the neighborhood's scale of development and the proximity to amenities on Watertown Street and to transit. (§4.3.2.B.1; §4.3.3 and §7.3.3.C.1)
- 2) The proposed project as designed, developed, and operated will not adversely affect the neighborhood because the petitioner submitted studies indicating the project will not affect vehicular traffic in the area and parking is accommodated on site. (§7.3.3.C.2)
- 3) There will be no nuisance or serious hazard to vehicles or pedestrians as the building will be pushed back from the front property line allowing for increased site distance for vehicles entering and exiting. (§7.3.3.C.3)
- 4) Access to the site over streets is appropriate for the types and numbers of vehicles involved due to the site's location in a walkable, transit served environment, and its proximity to the Nonantum Village Center. (§7.3.3.C.4)
- 5) Exceptions to the parking requirements, including waving the dimensional standards of parking stalls, locating parking within a front setback, and waiving the dimensional and design controls for parking facilities containing more than five stalls are in the public interest for the following reasons:
 - a. Reducing the minimum parking stall dimensions, and the minimum width of maneuvering aisles, while locating parking within a front setback, makes for the

RECEIVED
Newton City Clerk
2018 OCT 17 PM 2:10
David A. O'Connell
Newton, MA 02459

most efficient layout of the parking lot and helps to maximize the number of stalls that will be available.

- b. Existing fencing will be replaced with landscaping to screen the surface parking facility from abutting properties. Additionally, lighting will be minimized to mitigate trespass onto neighboring properties while still lighting the facility to ensure safety.

(§5.1.8.A.1, §5.1.8.B.1, §5.1.8.C.1, §5.1.8.C.2, §5.1.9.A, §5.1.10.A and §5.1.13)

PETITION NUMBER: #137-18

PETITIONER: 189-193 Adams Street, LLC, and its successors and assigns

ADDRESS OF PETITIONER: 64 Waban Street
Newton, MA 02458

LOCATION: 189-193 Adams Street and 19 Quirk Court

OWNER: 189-193 Adams Street, LLC

ADDRESS OF OWNER: 64 Waban Street
Newton, MA 02458

TO BE USED FOR: A multi-family development consisting of 12 units, including ground-floor units, 1, 000 square feet of office space on the ground floor, and a below grade garage and a surface parking facility, hereinafter the "Project."

EXPLANATORY NOTES: Special permits per §7.3.3: To allow a 12-unit multi-family structure with ground-floor units of three-stories and 33 feet in height, (§4.4.1, §4.1.2.B.3, §4.1.3); To allow parking in the front setback (§5.1.8.A.1 and §5.1.13); To waive the parking stall dimensional requirements (§5.1.8.B.1, and §5.1.13); To waive the minimum width of maneuvering aisles (§5.1.8.C.1, §5.1.8.C.2, and §5.1.13); To waive the perimeter screening requirements of parking facilities containing more than five stalls (§5.1.9.A and §5.1.13); To waive the lighting and surfacing requirements of parking facilities containing more than five stalls (§5.1.10.A and §5.1.13).

ZONING: Business Use 2

Approved subject to the following conditions:

1. All buildings, parking areas, driveways, walkways, landscaping and other site features associated with this Special Permit/Site Plan Approval shall be located and constructed consistent with
 - a. Site/Civil plans, prepared by VTP Associates, signed and stamped by Joseph R. Porter, Professional Land Surveyor, and Marc Besio, Professional Engineer, consisting of the following four (4) sheets:
 - Topographic Site Plan, dated February 12, 2018, revised March 7, 2018, March 23, 2018, May 8, 2018 and September 7, 2018.
 - Grading, Drainage, and Utility Plan, dated February 12, 2018, revised March 7, 2018, March 23, 2018, May 8, 2018 and September 11, 2018.
 - Detail Sheet, dated February 12, 2018, revised March 7, 2018, and May 8, 2018 and June 27, 2018
 - Turning Radii Plan, dated March 6, 2018, revised March 23, 2018, April 23, 2018, June 27, 2018 and September 5, 2018.
 - b. Architectural Plans entitled, "The Residences at 189 Adams Street" 189-193 Adams Street Newton Massachusetts", prepared by Innovative Collaborations, Inc., consisting of thirty (30) sheets:
2. In accordance with the City's Inclusionary Zoning Ordinance (§5.11.4), two (2) of the residential units in the multi-family structure shall be made available to households earning at or below 65% of Area Median Income (AMI), as designated by the U.S. Department of Housing and Urban Development, adjusted for household size for the Boston-Cambridge-Quincy, MA-NH HMFA. Monthly housing costs (inclusive of heat, hot water, electricity, domestic water and sewer, and one parking space) shall not exceed 30% of the applicable monthly income limit for that unit. For the initial lottery, 70% of the Inclusionary Units shall be designated as Local Preference units, as permitted and defined by the Massachusetts Department of Housing and Community Development (DHCD).
3. The type of Inclusionary Units is based on the proposed unit mix of the Project which includes two 1-bedroom units, seven 2-bedroom units, and three 3-bedroom units. Given this units mix, the Inclusionary Units shall consist of a one 2-bedroom unit and a one 3-bedroom unit.
4. To the extent permitted by applicable regulations of DHCD, the Inclusionary Units shall be eligible for inclusion on the State's Subsidized Housing Inventory (SHI) as Local Action Units through DHCD's Local Initiative Program. Prior to the issuance of any temporary occupancy certificates, the Petitioner, City, and DHCD will enter into a Regulatory Agreement and Declaration of Restrictive Covenants, in a form approved by the City of Newton Law Department, which will establish the affordability restriction for the Inclusionary Units in perpetuity.
5. Prior to the issuance of any building permits for the construction of the Project, the Petitioner shall provide a final Inclusionary Housing Plan and Affirmative Fair Marketing and Resident Selection Plan for review and approval by the Director of Planning and

Development. The Inclusionary Housing Plan and Affirmative Fair Marketing and Resident Selection Plan must meet the requirements of DHCD's guidelines for Affirmative Fair Housing Marketing and Resident Selection and be consistent with §5.11.9. of the Newton Zoning Ordinance. In accordance with DHCD's current guidelines, the units will be affirmatively marketed and leased through a lottery.

6. Prior to the issuance of any temporary certificate of occupancy for the Project, the petitioner shall meet with the Director of Planning and Development and the Director of Transportation to agree on the design and cost of the bus shelter to be provided on the petitioner's frontage along Adams Street. The petitioner shall be responsible for purchasing, installing, and maintaining the shelter in perpetuity. The cost of the shelter shall not exceed \$25,000 and advertising, of any kind, on the shelter is strictly prohibited.
7. The cost of residential tenant parking shall be charged separately from the residential tenant rents, provided, however that the cost of one parking stall shall be included in the monthly housing costs for each Inclusionary Unit.
8. The petitioner shall provide space for not less than 30 bicycles in the below grade garage. Additionally, the petitioner shall install a bike rack along the Adams Street frontage capable of accommodating not less than six bicycles.
9. Prior to the issuance of any building permit for the Project, the petitioner shall provide an Approval Not Required ("ANR") plan combining the lots into one lot to the City Engineer for review and approval. Once approved, the ANR plan must be recorded at the Middlesex Registry of Deeds. A certified copy of the ANR plan shall be submitted to the Engineering Division of Public Works, the Director of Planning and Development, and the Commissioner of Inspectional Services.
10. All new residential units will conform to the Massachusetts Architectural Access Board (MAAB) requirements for "Group 1" units. In addition, per MAAB guidelines, 5% of the new units shall be designed as "Group 2A" units, which are designed spatially for immediate wheelchair use. The design and construction of the site and proposed structure shall comply with Massachusetts Architectural Access Board regulations and the Fair Housing Act.
11. The trash and recycling disposal shall be handled by a private entity and collection shall be scheduled at such times to minimize any disruption of the on-site parking and shall comply with the City's Noise Control Ordinance.
12. Prior to the issuance of any building permits for the Project, the petitioner shall submit a snow removal plan to the Director of Planning and Development and the Commissioner of Inspectional Services. Such plan shall state the petitioner's responsibility to remove snow from the driveway shared between the petitioner and the abutting property to the north at 183 Adams Street.
13. All on-site landscaping associated with this Special Permit/Site Plan Approval shall be installed and maintained in good condition. Any plant material that becomes diseased or dies shall be replaced on an annual basis with similar material.

14. All construction activity shall be limited to 7AM-5PM Monday through Friday excluding holidays, unless extended or restricted by the Commissioner of Inspectional Services or the Commissioner of Public Works.
15. At the Petitioner's sole expense, the petitioner shall locate all utility service lines on site underground from the right of way into the site.
16. Prior to the issuance of a temporary certificate of occupancy for the Project, the petitioner shall provide a final Operations and Maintenance Plan (O&M) for stormwater management to the Engineering Division of Public Works for review and approval. Once approved, the O&M must be recorded by the petitioners at the Middlesex South District Registry of Deeds and implemented. A certified copy of the O&M shall be submitted to the Engineering Division of Public Works.
17. Prior to the issuance of any building permit for the Project, the petitioner shall provide a Final Site Plan for review and approval by the Department of Planning and Development, Engineering Division of Public Works and Fire Department. Such plan shall be accompanied with approval from the abutter at 175 Adams Street for the improvements within their ownership interest in the shared passageway. Otherwise, the plan shall not include such improvements.
18. Prior to the issuance of any building permit for the Project, the petitioner shall provide a final Photometric Plan for review and approval by the Director of Planning and Development.
19. Prior to the issuance of any building permit for the Project the petitioner shall submit a Construction Management Plan (CMP) for review and approval by the Commissioner of Inspectional Services, the Director of Planning and Development, and the City Engineer. The Construction Management Plan shall be consistent and not in conflict with relevant conditions of this Order and shall include, but not be limited to, the following provisions:
 - a. 24-hour contact information for the general contractor of the project.
 - b. Hours of construction: construction shall be limited to between the hours of 7:00 a.m. and 5:00 p.m. on weekdays. No construction is permitted on Saturdays, Sundays, or holidays except in emergencies, and only with prior approval from the Commissioner of Inspectional Services. The petitioner shall consider local traffic and pedestrian activity relating to the nearby public school in determining hours and routes for construction vehicles.
 - c. The proposed schedule of the project, including the general phasing of the construction activities and anticipated completion dates and milestones.
 - d. Site plan(s) showing the proposed location of contractor and subcontractor parking, on-site material storage area(s), on-site staging areas(s) for construction and delivery vehicles, and location of any security fencing.
 - e. Proposed methods for dust control including, but not limited to: covering trucks for transportation of excavated material; minimizing storage of debris on-site by using dumpsters and regularly emptying them; using tarps to cover piles of bulk building materials and soil; locating a truck washing station to clean muddy wheels on all truck and construction vehicles before exiting the site.

- f. Proposed methods of noise control, in accordance with the City of Newton's Ordinances. Staging activities should be conducted in a manner that will minimize off-site impacts of noise. Noise producing staging activities should be located as far as practical from noise sensitive locations.
 - g. Tree preservation plan to define the proposed method for protection of any existing trees to remain on the site.
 - h. A plan for rodent control prior to demolition, during demolition, and during construction.
 - i. The CMP shall also address the following:
 - safety precautions;
 - anticipated dewatering during construction;
 - site safety and stability;
 - impacts on abutting properties.
20. The petitioner shall be responsible for securing and paying for any and all police details that may be necessary for traffic control throughout the construction process as required by the Police Chief.
21. No building permit for the construction of the Project shall be issued pursuant to this Special Permit/Site Plan approval until the Petitioner has:
- a. Recorded a certified copy of this Council order with the Registry of Deeds for the Southern District of Middlesex County.
 - b. Filed a copy of such recorded Council order with the City Clerk, the Department of Inspectional Services, and the Department of Planning and Development.
 - c. Obtained a written statement from the Department of Planning and Development that confirms the final building permit plans and façade elevations are consistent with plans approved in Condition #1.
 - d. Received approval from Director of Planning and Development for the Inclusionary Housing Plan and Affirmative Fair Housing and Resident Selection Plan which shall be authorized by the Mayor and provided evidence of submission of the Local Action Unit Application to DHCD.
 - e. Submitted final engineering, utility, and drainage plans for review and approval by the City Engineer. A statement certifying such approval shall have been filed with the City Clerk, the Commissioner of Inspectional Services, and the Director of Planning and Development.
 - f. Submitted a final plan of land, recorded at the Middlesex Registry of Deeds, to the Engineering Division of Public Works in accordance with Condition #9.
 - g. Submitted a snow removal plan in accordance with Condition #12.
 - h. Submitted a final photometric plan in accordance with Condition #18.
 - i. Submitted a final Construction Management Plan (CMP) for review and approval

by the Commissioner of Inspectional Services in consultation with the Director of Planning and Development, the Fire Department, the Commissioner of Public Works, the City Engineer, and the Director of Transportation.

22. The petitioner shall mill and overlay Adams Street from curb line to curb line along the Project's frontage. This work shall be completed to the satisfaction of the Engineering Division of Public Works prior to the issuance of a temporary Certificate of Occupancy for the Project. The petitioner shall also be responsible for repairing all damage to public ways and property by any construction vehicles. All repairs to sidewalks and curbing shall be compliant with modern design standards.
23. No temporary occupancy permit for the use covered by this Special Permit/Site Plan approval shall be issued until the Petitioner has:
 - a. Filed with the City Clerk, the Department of Inspectional Services, and the Department of Planning and Development a statement by a registered architect and civil engineer certifying compliance with Condition 1.
 - b. Submitted to the Department of Inspectional Services, the Department of Planning and Development, and the Engineering Division final as-built survey plans in paper and digital format.
 - c. Received approval from the City Engineer for the Operation and Maintenance (O & M) plan for Stormwater Management from the City Engineer. Such plan shall be recorded by the petitioners at the Middlesex South District Registry of Deeds. A certified copy of the O&M shall be submitted to the Engineering Division of Public Works and the Director of Planning and Development in accordance with Condition #16.
 - d. Purchased and installed the bus shelter in accordance with Condition #6 above.
 - e. Filed with the Department of Inspectional Services and the Department of Planning and Development a statement by the City Engineer certifying that all engineering details for the project site have been constructed to standards of the City of Newton Public Works Department.
 - f. Filed with the Department of Inspectional Services a statement by the Director of Planning and Development approving final location, number, and type of plant materials, final landscape features, fencing, and parking areas.
 - g. Provided evidence confirming the marketing, lottery, and resident selection for the Inclusionary Units has been completed to the Director of Planning and Development for review and approval.
 - h. Entered into a Regulatory Agreement and Declaration of Restrictive Covenants for each of the Inclusionary Units with the City of Newton and the Department of Housing and Community Development, in a form approved by the Law Department, which will establish the affordability restriction for the Inclusionary Units in perpetuity.

- i. Deed Restricted Units shall be constructed and available for occupancy coincident with market rate units such that no more than five market rate units may receive occupancy permits until the corresponding affordable unit has received its occupancy permit.
- j. The Commissioner of Inspectional Services may issue one or more certificates of temporary occupancy for portions of the buildings, prior to installation of required on-site landscaping/ exterior hardscape improvements required per the approved plans. Prior, however, to issuance of any temporary certificate of occupancy pursuant to this condition, the Commissioner of Inspectional Services shall require that the Petitioner first file a bond, letter of credit, cash or other security in the form satisfactory to the Law Department in an amount not less than 135% of the value of the aforementioned remaining improvements.

Under Suspension of Rules

Readings Waived and Approved

18 yeas 6 nays (Councilors Baker, Ciccone, Cote, Gentile, Kalis, Markiewicz)

The undersigned hereby certifies that the foregoing copy of the decision of the Newton City Council granting a SPECIAL PERMIT/SITE PLAN APPROVAL is a true accurate copy of said decision, the original of which having been filed with the City Clerk on October 17, 2018. The undersigned further certifies that all statutory requirements for the issuance of such SPECIAL PERMIT/SITE PLAN APPROVAL have been complied with and that all plans referred to in the decision have been filed with the City Clerk.

ATTEST:



(SGD) DAVID A. OLSON, City Clerk
Clerk of the City Council

I, David A. Olson, as the Clerk of the City Council and keeper of its records and as the City Clerk and official keeper of the records of the CITY OF NEWTON, hereby certify that twenty days have elapsed since the filing of the foregoing decision of the Newton City Council in the Office of the City Clerk on _____ and that NO APPEAL of said decision pursuant to G.L. c. 40A, §17 has been filed thereto.

ATTEST:

(SGD) DAVID A. OLSON, City Clerk
Clerk of the Council



Ruthanne Fuller
Mayor

Attachment E

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

Checklist and Approval Form for Inclusionary Housing Plan Submission (Section 5.11.9 of Inclusionary Zoning Ordinance)

Project Name: _____

Submitted By: _____ **Date of Submission:** _____

Check Here

Required Element

Section I: Brief overall project description including:

- Total number of residential units in project (market-rate vs. inclusionary), including breakdown of bedroom types
- Description of market-rate units vs. inclusionary units (AMI levels), as well as fully accessible and adaptable units, including number of bedrooms and bathrooms per unit, square footage of each unit, and projected sales prices or rent level for each unit
 - Including completed Unit Mix spreadsheet (template provided by City staff)
- Amenities to be provided to all residents in project, including parking
- Floor plans, indicating location of all inclusionary units, accessible units, and market-rate units, as well as inclusionary units' parking spaces

Section II: Outline of construction specifications certified by applicant, as they relate to any proposed differences between the market-rate and inclusionary units.

Section III: Affirmative Fair Housing Marketing & Resident Selection Plan (AFHMP), that:

- Meets the requirements set out in DHCD's Comprehensive Permit Guidelines, Sec. III., as in effect June 1, 2009, including:
 - Informational materials for applicants, including a general description of the overall project that provides key information such as the number of market/affordable units, amenities, number of parking/garage spaces per unit, distribution of bedrooms by market and affordable units, accessibility, etc.
 - A statement regarding the housing provider's obligation not to discriminate in the selection of applicants for all units in the project on the

basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law, and such a statement must also be included in the application materials.

- Resources to better understand AFHMP requirements:
 - <https://www.housingtoolbox.org/resources/affirmative-fair-housing-marketing-afhm-and-lottery-training-materials>
- Provides for a local preference for up to 70% of the inclusionary units in the project, and includes a demonstration of need for the preference
- And includes:
 - Sample ads and flyers with HUD Equal Housing Opportunity logo
 - Informational materials for lottery applicants
 - Eligibility requirements
 - Lottery and resident selection procedures
 - Lottery application and financial forms, including:
 - A statement regarding the housing provider's obligation not to discriminate in the selection of applicants for all units in the project on the basis of race, color, national origin, disability, age, ancestry, children, familial status, genetic information, marital status, public assistance reciprocity, religion, sex, sexual orientation, gender identity, veteran/military status, or any other basis prohibited by law, and such a statement must also be included in the application materials.
 - Information indicating that persons with disabilities are entitled to request a reasonable accommodation in rules, policies, practices, or services, or to request a reasonable modification in the housing, when such accommodations or modifications may be necessary to afford persons with disabilities an equal opportunity to use and enjoy the housing.
 - An authorization for consent to release information.
 - For homeownership transactions, a description of the use restriction and/or deed rider
 - Measures to ensure affirmative fair marketing, including outreach methods and venue list:
 - Pursuant to fair housing laws, advertising/marketing associated with any unit in the project must not indicate any preference or limitation, or otherwise discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, gender identity, national origin, genetic information, ancestry, children, marital status, or public assistance reciprocity. This prohibition includes phrases such as "active adult community" and "empty nesters". Exceptions may apply if the preference or limitation is pursuant to a lawful eligibility requirement.
 - All advertising and marketing materials (associated to any unit in the project) portraying persons should depict members of classes of persons protected under fair housing laws, including majority and minority groups, as well as persons with disabilities.
 - The Fair Housing logo and slogan ("Equal Housing Opportunity") should be included in **all** marketing materials related to the project.
 - Name of Lottery Agent with contact information

- A signature by the Developer and contractor, if any, that includes the language provided in DHCD's Comprehensive Permit Guidelines, Sec. III.C.2.i.:
 - "As authorized representatives of [Developer] and [contractor], respectively, each of us has reviewed this plan and agrees to implement this AFHMP, which shall be made effective as of the approval date. Further, by signing this form, [Developer] agrees to review and update this AFHMP as necessary in order to comply with all applicable statutes, regulations, executive orders and other binding DHCD requirements pertaining to affirmative fair housing marketing and resident selection plans reasonably related to such statutes, regulations, executive orders, as same may be amended from time to time. We hereby certify that all the information stated herein, as well as any information provided herewith, is true and accurate."

Section IV: Agreement by the applicant (statement including signature and date) that resident selection at initial sale and rental and all subsequent sales and rentals shall be conducted and implemented in accordance with the approved affirmative fair housing marketing and resident selection plan and DHCD's Comprehensive Permit Guidelines, Sec. III.

Section V: Agreement by the applicant (statement including signature and date) that all inclusionary units shall comply with the Use Restrictions requirements set out in in the Comprehensive Permit Guidelines of the DHCD, Sec. II.A.1.e. "Use Restriction," and Sec. VI.B.9. "Regulatory Agreement and Use Restrictions," and that the applicant shall execute and record an affordable covenant in the Registry of Deeds for the Southern District of Middlesex County or the Land Court Registry of Deeds for the Southern District of Middlesex County as the senior interest in title for each inclusionary unit and which shall endure for the life of the residential development, as follows:

- For purchase units, a covenant to be filed at the time of conveyance and running in favor of the City of Newton, in a form approved by the City Solicitor, which shall limit initial sale and subsequent re-sales of inclusionary units to eligible households in accordance with provisions reviewed and approved by the Director of the Planning and Development Department which incorporate the provisions of this Section.
- For rental units, a covenant to be filed prior to the issuance of an occupancy permit and running in favor of the City of Newton, in a form approved by the City Solicitor, which shall limit rental of inclusionary units to eligible households in accordance with provisions reviewed and approved by the Director of the Planning and Development Department which incorporate the provisions of this Section.

Section VI: In the case of rental housing, an agreement by the applicant (statement including signature and date) to submit an annual compliance report to the Director of Planning and Development, in a form approved by the City Solicitor, certifying compliance with the provisions Newton's Inclusionary Zoning Ordinance, Sec. 5.11

Inclusionary Housing Plan Approval Form

Reviewed By:

Print Name: _____

Title: _____, City of Newton

Date of Review: _____

Approved By:

Print Name: Barney Heath

Signature: _____

Title: Director of Planning & Development Department, City of Newton

Date of Approval: _____

Hancock Estates
Brand New Luxury Apartments in Chestnut Hill



Signature
COLLECTION
APARTMENT HOMES

(617) 969-3515 • HancockEstatesApartments.com

NESPRESSO BOUTIQUE IN BLOOMINGDALE'S, CRATE & BARREL, SUR LA TABLE

J.CREW

MICHAEL KORS

Attachment G



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Janelle L. Chan, Undersecretary

June 28, 2018

The Honorable Ruthanne Fuller
Mayor, City of Newton
1000 Commonwealth Avenue
Newton, Massachusetts 02459

Re: Local Initiative Program LAU Approval – Hancock Estates, Newton

Dear Mayor Fuller:

We are pleased to inform you that the City's Local Action Units application has been approved for 13 affordable rental units in a development that consists of 88 total rental units located at Estate Drive in Newton.

The Local Initiative Program staff has reviewed your application and determined that:

1. The units will serve households with incomes at or below 80% of the area median income.
2. The City has taken action to aid in the development of the units.
3. The affordable units will be restricted, ensuring they will remain affordable in perpetuity.
4. The units will be subject to an affirmative and fair marketing plan.

The Department of Housing and Community Development has received documentation supporting these findings. The City will be responsible for monitoring the units on a yearly basis to certify their compliance with all income and occupancy restrictions as outlined in the LIP LAU Regulatory Agreement for Rental Projects.

Please refer to the enclosed instructions describing the documentation that must be submitted by your community to DHCD for these units to be added to the Subsidized Housing Inventory (SHI).

Again, we congratulate you on your efforts to bring affordable housing to Newton. If you have any questions please feel free to contact Rieko Hayashi at (617) 573-1426. We look forward to working with you in the future.

Sincerely,


Catherine Racer
Associate Director

cc: Barney Heath, City Planner
Amanda Berman, Housing Development Planner
Elizabeth Valenta, Housing Programs Manager
Frank Stearns, Esq., Holland & Knight
Edward Zucker, Kessler Woods, LLC

Attachment H

Hancock Estates Affordable Housing Lottery Newton, MA

**Lottery Night
October 3, 2018**

Completed Applications

There were a total of 415 Completed Applications from eligible households. 73 of the 415 households applied as Local Preference.

There are 7 Waiting Lists. The order on each Waiting List will be determined by the order drawn in the lottery relative to households of similar qualifications (**see the last page of this document for how priority is given for each Waiting List**). The results will be compiled tonight and will be emailed after the lottery and postal mailed the next day.

- One-Bedroom 50% AMI, Local Preference
(1 unit, 145 total applicants: 22 local pref. applicants, 123 non-local pref applicants)
- One-Bedroom 65% AMI, Local Preference
(1 unit, 135 total applicants: 21 local pref. applicants, 114 non-local pref applicants)
- One-Bedroom 80% AMI, Local Preference
(2 units, 107 total applicants: 22 local pref. applicants, 85 non-local pref applicants)
- Two-Bedroom 80% AMI, Local Preference
(2 units, 133 total applicants: 28 local pref. applicants, 105 non-local pref applicants)
- Two-Bedroom 50% AMI, General Pool
(1 unit, 196 total applicants)
- One-Bedroom Disabled-Accessible 50% AMI, General Pool
(1 unit, 145 total: 10 applicants need the unit features, 135 do not need the unit features)
- Two-Bedroom Disabled-Accessible 50% AMI, General Pool
(1 unit, 196 total: 6 applicants need the unit features, 190 do not need the unit features)

Local Preference and the Minority Drawing

45 of the 73 Local Preference households are minorities, giving a minority representation of 61.6% in the Local Preference Pool. As the surrounding metropolitan statistical area has a minority percentage of 27.0%, and the representation of minorities in the local preference pool is higher than 27.0%, no additional minority drawing is required.

The Lottery

There will be two lotteries: A Local Preference Lottery and a General Lottery.

For the Local Preference lottery, the Application Numbers of just the lottery households who qualified for Local preference will be entered into Random.org (an online computer program used by Boston Fair Housing and HUD in housing lotteries). Random.org uses true randomization and will output a list of the Local Preference numbers in random order. That will establish the Local Preference Lottery Results List.

For the General/Open lottery, the Application Numbers of ALL households who qualified for the lottery will be entered into Random.org. Random.org will output a list of the ALL households numbers in random order. That will establish the Open Lottery Results List.

The order of Application Numbers on each Lottery Results List do not necessarily reflect the order that households will get to select units as Application Numbers of households applying for different unit sizes with different income tiers and with different priorities (such as household size) are mixed in together.

Tonight SEB Housing will sort the results onto Waiting Lists, ensuring that proper priorities are given to local preference households, households who need the features of an accessible unit and, for the 2BR units, households who are appropriately sized for a 2BR unit. Households will only be on the Waiting Lists for which they were initially deemed eligible (that information is in the Application Number you received).

The Waiting Lists will be sent in the next 24 hours.

Next Steps

You will find your Application Number on the Waiting Lists sent to you in the next 24 hours. It is your position on these Waiting Lists that determines when (or if) you are going to be allowed to move forward in this process. Households at or near the top of Waiting List will receive an additional notice from SEB Housing that states they have until October 11th to submit all the necessary income, asset and tax documentation required for a full affordable housing program eligibility review. All of the documentation that is required is covered in the Documentation Requirements Guide that was attached to the Application Numbers, so all households should be prepared to send in everything required.

Households who complete the SEB Pre-Approval and are eligible will be given further instructions on how to contact the Leasing Office and complete Rental Applications (where criteria such as tenant history, credit scores, and sufficient income are evaluated) The households with the highest positions on the Waiting List who are approved by BOTH SEB Housing AND the Leasing Office will be able to reserve units.

All households must also be found lease eligible to reserve an affordable unit. Households not in the top positions for units will need to wait to see if any households ahead of them fail to reserve a unit.

Lease Eligibility

Please remember, while every household in the lottery is being preliminarily screened for **program eligibility** (meaning they are under the allowable income levels to lease an affordable unit), no household has been screened by the leasing office yet for **lease eligibility** (where criteria such as tenant history, credit scores, and sufficient income are evaluated). All households must also be found lease eligible to reserve an affordable unit.

Deposits

Households will put down a holding check when they complete their lease application with the leasing office. If a household does not put down the required amount during the time allocated to them, they will be removed from the Waiting List and will no longer be able to immediately lease an apartment. This holding check will be refunded if the household is not eligible for a lease. All households, including Section 8 voucher holders, need to provide this check. Upon move-in, the deposit will be credited toward the Security Deposit and/or first month's rent. The Leasing Office will be able to provide more details when the Rental Application is completed.

Unit Selection

Households with appointments can only select a unit size that corresponds to the Waiting List from which they were chosen (i.e. an applicant cannot have an appointment because of their high position on the 1BR Waiting List and then reserve a 2BR unit). They may select from any of the remaining affordable units available at the time of their appointment that have the amount of bedrooms they have been selected for.

Move-In Dates

The first households should be moving into the affordable units by November/December 2018.

Second Review and Continued Compliance

Tenants in affordable units must also be recertified as eligible every year, so a file of all income, asset and tax documentation should be constantly maintained. **Household moving into an affordable unit may need to undergo a second review of eligibility with SEB Housing after they have reserved a unit!** In such cases, SEB will send a **checklist** of all the new documentation that will be required prior to move in. The checklist will be based upon the SEB's first review, so if there are any changes in income or assets, all households will be responsible for providing that additional information. Additionally, if a household changes any jobs, they should get a statement from the job they are leaving verifying their last date of employment (it does not need to disclose any more information than that). Please continue to keep a file of all income and asset documentation as long as you are interested in leasing an affordable unit and the second review will be fairly simple (or at least easier than the first review). Again, this review will not be done until a unit has been reserved but it must be completed prior to the move-in date or the household will not be able to lease a unit.

Waiting List details on following page...

Waiting List Priorities

Local Preference Units*

Waiting List for 1 50% 1BR apartment

Top Tier: All Local Pref. Households under 50% AMI

Second Tier: All Non-Local Pref. Households under 50% AMI*

Waiting List for 1 65% 1BR apartment

Top Tier: All Local Pref. Households under 65% AMI

Second Tier: All Non-Local Pref. Households under 65% AMI*

Waiting List for 2 80% 1BR apartments

Top Tier: All Local Pref. Households under 80% AMI

Second Tier: All Non-Local Pref. Households under 80% AMI*

Waiting List for 2 80% 2BR apartment

Top Tier: Type II Local Pref. Households under 80% AMI

Second Tier: Type II Non-Local Pref. Households under 80% AMI *

Third Tier: Type I Local Pref. Households under 80% AMI

Bottom Tier: Type I Non-Local Pref. Households under 80% AMI *

**Please see the last Q&A on page 16 that details on how non-Local Preference households will be given the opportunity to reserve units designated for Local Preference.*

Open Pool Units

Waiting List for 1 50% 2BR apartment (see note of pg 17)

Top Tier: All Type II Households under 50% AMI

Second Tier: All Type I Households under 50% AMI

Waiting List for 1 50% 1BR DISABLED ACCESSIBLE apartment

Top Tier: All Type I Households who need the features of the unit

Second Tier: All Type I Households who do NOT need the features of the unit

Waiting List for 1 50% 2BR DISABLED ACCESSIBLE apartment

Top Tier: All Type II Households who need the features of the unit

Second Tier: All Type I Households who need the features of the unit

Third Tier: All Type II Households who do NOT need the features of the unit

Four Tier: All Type I Households who do NOT need the features of the unit

community classifiles

Attachment I

To advertise call **1.800.624.SELL** (7355) Mon-Fri. 9 am -5 pm **wickedlocalsearch.com**

Whether you're in the hunt for a new home or a REALTOR®, in or outside of Boston, GateHouse Media® New England has it covered!

Our weekly real estate products will keep you ahead of the game with current open houses, new listings, and much more!

Get the competitive edge you need in today's real estate market. Turn to our publications in print and online at **WickedLocalHomes.com**

Connecting Eastern Massachusetts

Let us introduce your properties to our customers with our Award Winning, targeted Print publications and online with **WickedLocalHomes.com**

For more information on these products, contact Dave Petruska at 617.262.0444 Ext. 1 or your local Real Estate Account Executive

WICKED LOCAL Homes.com powered by **HomeFinder.com**



WICKED LOCAL HOMES WICKED LOCAL JOBS STUFF SERVICES AUTOMOTIVE

Week of August 1, 2018

new today

wickedlocalsearch.com

Tree Service

App Tree, Inc.
Trimming, Tree Removal, Storm Clean ups, 30yrs Exp, Crane, Climbers, Land Clearing, Leaves raked, We pump flooded basements. Fully Ins.
781-938-8690
617-908-7576

REAL ESTATE

Houses For Sale

MENDON Well maintained 3 bedroom 2 bath cape with views of Lake Nipmuc / \$298,900 offered by: Property Services Network, (508) 473-0762

Time Shares

GET OUT OF YOUR TIMESHARE! Our timeshare exit strategy has helped thousands of people leave their timeshares. It's time to leave yours too. Let us help you exit your Timeshare today! 855-895-9398

REAL ESTATE & FINANCIAL SERVICES

Financial Services

Over \$10K in debt? Be debt free in 24-48 months. Pay a fraction of what you owe. A+ BBB rated. Call National Debt Relief 877-278-4861.

PROBLEM CREDIT REPORT? Lexington Law helps works to challenge inaccurate negative items including: identity theft, collections, late payments, liens and more from your credit report. Call for a free credit repair consultation: 855-622-0369. John C. Heath, Attorney at Law, PLLC dba Lexington Law Firm.

MDA
1-800-FIGHT-MD
www.mdausa.org

MDA
1-800-FIGHT-MD
www.mdausa.org

AD PLACEMENT TIPS

KEYWORDS
Start your ad with a word that identifies the position/ service offered or item for sale by name. In the case of yardsales, real estate for sale or rent or child care needed, start with the name of your town. This allows readers to find your ad more easily and will contribute to faster results.
1-800-624-SELL

Financial Services

SAVE YOUR HOME! Are you behind paying your MORTGAGE? Denied a Loan Modification? Is the bank threatening foreclosure? CALL Homeowners Relief Line now for Help! 855-624-8601.

Business Opportunities

EARN \$500 A DAY (SALES)
Final Expense Insurance * Exclusive Leads * Local Training/Support * Everyday is Payday Agent Health/Dental Benefits
* Incentive Trips
CALL 860-357-6904
www.fhgsinsurance.com

NEW AUTHORS WANTED! Page Publishing will help you self-publish your own book. FREE author submission kit! Limited offer! Why wait? Call now: 844-261-5841

Newspaper Readers Needed to participate in a PAID RESEARCH STUDY. We will be hosting the research study during the month of August, to learn readers' views about which qualities separate good newspapers from great ones. If you read a daily, Sunday or weekly newspaper on a regular basis, you are invited to participate. If selected, you'll receive \$100 for sharing your time & opinions at a 3-hour meeting in W o r t h m a s s a c h u s e t t s. For more information visit www.nenpa.com or email info@nenpa.com.

Get results FAST!
Advertise your business in the Service Directory
Call **1-800-722-1823**

Your Car Search COMMAND CENTER awaits...

BestRide is your car search Command Center. From BestRide.com you can browse over 6 million new and pre-owned vehicles, create shopping lists of your potential purchases, track price changes and keep up to date with new listings.

We know you are busy, so let BestRide.com speed your car shopping process by providing you customized research tools that you can access at home on your computer or on the go via your tablet or smartphone. When you are ready to purchase, BestRide.com connects you with trusted automotive dealers in your hometown.

WE MAKE IT SIMPLE FOR YOU TO FIND YOUR BESTRIDE.

THE SMARTEST, EASIEST WAY TO FIND A CAR.

wicked local homes

Your News In Print and Online **WICKED LOCAL** All about you.

Houses For Rent

Affordable & Low-Income Housing Lottery
Hancock Estates
200 Estates Drive, Newton, MA
80% AMI Affordable Units: Two 1BRs @ \$1,438*, Two 2BRs @ \$1,550*
65% AMI Affordable Unit: One 1BR @ \$1,217*
50% AMI Low-Income Units: Two 1BRs \$894, Two 2BRs @ \$938*
*Rents subject to change in 2019. Utilities not included. Tenants will pay own Gas Heat and Hot Water and Cooking, Electricity, Water and Sewer.
Hancock Estates is an 88 unit rental apartment community. 4 of these apartments will be available to households with incomes at or below 80% AMI. 1 unit will be available to households with incomes at or below 65% AMI, and 4 apartments will be made available to households at or below 50% AMI (the Low-income units). Units include in-unit washers and dryers, and include one parking spot.
MAXIMUM Household Income Limits for 80% AMI AFFORDABLE units:
\$56,800 (1 person), \$64,000 (2 people), \$73,000 (3 people), \$81,100 (4 people)
MAXIMUM Household Income Limits for 65% AMI AFFORDABLE units:
\$49,049 (1 person), \$56,056 (2 people)
MAXIMUM Household Income Limits for 50% AMI LOW-INCOME units:
\$37,750 (1 person), \$43,150 (2 people), \$48,550 (3 people), \$53,900 (4 people)
Completed Applications and Required Income Documentation must be received, not postmarked, by 2 pm on September 10th, 2018.
A Public Info Session will be on August 20th, 2018 at 6 pm in the Newton Free Library (350 Homer Street). The lottery will be on October 3rd, 2018 at the same location. Applications and Information available at the Newton Free Library (open M-Th 9am-9pm, F 9-6, Sat 9-5, Sun 1-5)
For Lottery Information and Applications, or for reasonable accommodations for persons with disabilities, go to www.e-h.com/lottery or call (617) 822-6900 (x1) and leave a message. Free translation available.

Jobs

Whether you're looking for the right job or looking to fill a job **Wicked Local Jobs** will get the job done.

Jobs

wickedlocaljobs.com

TRANSPORTATION SUPERVISOR - FULL TIME

GateHouse Media currently has an opportunity for a full-time Full Time Night Transportation Supervisor based out of our Auburn, MA facility, a major hub in our New England distribution system.

The primary duties associated with this position involves directing and monitoring the loading and unloading of trucks and assisting the Transportation Director with the scheduling of trips, products, vehicle maintenance and drivers.

The ideal candidate will have a valid driver's license. Be DOT certifiable. Have the ability to lift/load bundles (up to 40lbs) on a daily basis. Be well organized, reliable, flexible and personable with the ability to quickly analyze and troubleshoot issues in real time.

Weekend, Holiday and driver route coverage may be required. Prior Logistics and Transportation experience preferred but willing to train the right person.

To apply for this position, send resume to mrchman@gatehouse.com or mnland@heraldnews.com

PRESS OPERATORS, ASSISTANT PRESS OPERATORS AND ROLL TENDERS - FULL AND PART TIME

Goss Community or Urbanite experience preferred, but willing to train other cold-web press operators. Martin and Enkel zero-speed roll stands. Must have mechanical aptitude and be willing to work nights and weekends. In-house step program designed for employee growth in the department.

To apply for this position, send resume to scappos@wickedlocal.com

GateHouse Media
An Equal Opportunity Employer

stuff

wickedlocalsearch.com

Medical Equipment

Were you an INDUSTRIAL or CONSTRUCTION TRADESMAN and recently diagnosed with LUNG CANCER? You and your family may be entitled to a SIGNIFICANT CASH AWARD. Call 855-862-1999 for your risk free consultation.

Antiques/Collectibles

AAH! Best Prices for Antiques, furn., Oriental rugs any cond., paintings, silver, jewelry. Buy 1pc/entire contents. Lic'd Auctioneer, Bonded, Appraisals. Phyllis O'Leary 617-734-39

TOP \$\$\$ PAID

For Antiques, Oriental carpets, Paintings, Old Toys, Jewelry, Gold, Silver, etc. We will purchase from 1 item to entire estate. 617-803-5145

Medical Equipment

Do you use a CPAP machine for sleep apnea? Get your FDA approved CPAP machine and supplies at little or no cost! Free sleep supplement and sleep guide included! Call 844-206-1951 (Mon-Fri)

Have you or a loved one taken and been injured by the SHINGLES VACCINE, ZOSTAVAX? If so, you may be entitled to a significant cash award. Call 888-508-9207 to learn more.

OXYGEN - Anytime. Anywhere. No tanks to refill. No deliveries. The All-New Inogen One G4 is only 2.8 pounds! FAA approved! FREE info kit. 844-748-5821

Miscellaneous

A PLACE FOR MOM has helped over a million families find senior living. Our trusted local advisors help solutions to your unique needs at NO COST TO YOU! Call 844-478-6741

Free swing set take it away. 617-529-4639

NEED INTERNET?

Do you live in a rural area and tired of slow or no Internet? Get High-Speed Internet Today. We provide service anywhere and everywhere. SO CALL NOW 888-611-8601

NO MONEY DOWN CABLE!

Get 150 channels and programming starting at only \$35/mo. Plus get a free upgrade. Call Before our FREE \$100 Visa Gift Card Promotion Ends. CALL NOW 888-969-9790

NO MONEY DOWN TV AND WIFI BUNDLE!

Get an all-digital satellite system with 150 channels for just \$35/mo. Wi-Fi Also Available. New Callers get a FREE \$200 Visa Gift Card. No Money Down! CALL NOW 877-224-1005

Reader Notice:

This newspaper will never knowingly accept any advertisement that is illegal or considered fraudulent. If you have questions or doubts about any ads on these pages, we advise that before responding or sending money ahead of time, you check with the local Attorney General's Consumer Fraud Line and/or the Better Business Bureau. Also be advised that some phone numbers published in these ads may require an extra charge. In all cases of questionable value, such as promises or guaranteed income from work-at-home programs, money to loan, etc., if it sounds too good to be true -- it may in fact be exactly that. This newspaper cannot be held responsible for any negative consequences that occur as a result of you doing business with these advertisers. Thank you.