Bernard W. Greene – Chair
David Pearlman – Vice Chair
John VanScoyoc
Paul Warren
Michael Rubenstein
Charles Carey – Town Administrator

Select Board Hearing Room
6th Floor, Brookline Town Hall

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Meeting ID: 160 124 5845

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Select Board Agenda
Regular Meeting
Tuesday, February 3, 2026 at 5:30 PM

Added item 3f

1. **Announcements/Updates**

   Select Board to announce recent and/or upcoming Events of Community Interest.

2. **Public Comment**

   Public Comment period for those who request to speak to the Board regarding Town issues. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at kmacgillivray@brooklinema.gov. The full Policy on Public Comment is available at BrooklineMA.gov/372/Policies.

3. **Miscellaneous**

   Approval of miscellaneous items, licenses, and contracts.

   3a. Question of approving the meeting minutes from January 27, 2026

   3b. Question of approving contract No. PW/25-17-B "Amory Playground - Field House Renovations" with Northern Contracting Corp., Canton, MA. in the amount of $391,100.00

   3c. Acceptance of $1,500.00 in Grant funding from the Brookline Community Foundation for the Annual Eid Event to be held in June 2026. The grant funds from the Brookline Community Foundation will be used to cover expenses for the cultural event.

   3d. Question of approving the acceptance of the following three (3) grant awards granted by the US Department of Homeland Security's Urban Area Security Initiative (UASI) grant program, via the Metro Boston Homeland Security Region (MBHSR) and the City of Boston Mayor's Office of Emergency Management. The Office of Emergency Management asks that the Brookline Select Board accept the following

   1. FFY23 Intelligence & Information Sharing - Blue Voice software services

from1/1/2026 to 6/30/2026 in the amount of $12,500 to support digital investigation capabilities for the Brookline Police Dept. and throughout the MBHSR.

2. FFY23 Community Emergency Response - Policy Builders software services 2/1/2026 to 6/30/2026 in the amount of $7,708.30 to support digital, searchable operational policies and standard operating procedures for the Brookline Fire Dept. / Office of Emergency Management.

3. FFY24 Community Emergency Response - Policy Builders software services 7/1/2026 to 1/31/2027 in the amount of $10,791.70 to support digital, searchable operational policies and standard operating procedures for the Brookline Fire Dept. / Office of Emergency Management.

3e. Question of approving an Authorization to Hire request from the Town Clerk:

- Part-time Senior Clerk Typist (C-6)

3f. Proclamation recognizing Black History Month, 2026.

4. **Calendar**

Review and potential vote on Calendar Items.

5. **Boards and Commissions - Interviews**

5a. Zoning Board of Appeals
Lark Palermo

6. **Chestnut Hill Commercial Area Study**

6a. Presentation of the Chestnut Hill Commercial Area Study recommendations.

7. **Continuation Centre Street Lot Project**

7a. Continued discussion of Centre Street Lot Committee report and presentation, and possible vote on directing staff to proceed in developing a Request for Information per that Committee's recommendation.

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may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.

Select Board Webpage

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ADA Information: BrooklineMA.gov/Town-Legal-Notice
Requests for language access may be sent to the Language Access Coordinator at ODEICR@brooklinema.gov.

Select Board Minutes
Remote Meeting
Tuesday, January 27, 2026

Present: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

1. **(5:30 PM) Open Session**

1a. Question of entering into Executive Session for the purposes stated in items two (2), three (3), and four (4), and to reconvene in open session.

Chair Greene declared that the Board shall enter into executive session to consider the purchase, exchange, lease or value of real property and litigation because an open meeting may have a detrimental effect on the negotiating position and litigation position of the public body, and the chair so declares. And, to review/approve meeting minutes. The Board will reconvene in open session.

On motion, it was,

Voted to enter executive session.
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

2 Executive Session - Real Property

2a. Executive session, pursuant to G.L. c. 30A, § 21(a)(6) ("Purpose 6"), for the purpose of considering the value of real estate at the following properties: 1280 Boylston St, 1290 Boylston St, 1300 Boylston St, and 1330 Boylston St.

3. **Executive Session - Litigation**

3a. Executive session, pursuant to G.L. c. 30A, § 21(a)(3) ("Purpose 3"), for the purpose of discussing strategy related to potential litigation surrounding federal civil law enforcement.

4. **Executive Session Minutes**

4a. Question of approving the executive session meeting minutes from:

November 4, 2025
January 13, 2026.

5. **Announcements/Updates -Select Board to announce recent and/or upcoming Events of Community Interest.**

Chair Bernard Greene shared reflections from attending the Massachusetts Municipal Association (MMA) Annual Meeting alongside Michael Rubenstein and several Brookline staff members. Chair

Greene emphasized the importance of this annual event for municipal leaders, noting that it provides valuable opportunities to learn from educational programs and exchange ideas with officials from other communities facing similar challenges. These interactions, Chair Greene stated, help inform Brookline's approach to governance and problem-solving.

Chair Greene highlighted two keynote presentations that were particularly impactful:

- Timothy Shriver, who spoke on Friday morning, delivered a compelling message about reducing toxicity in the national political environment and fostering dignity in leadership.
- Tami Pyfer, featured at the Women Elected Municipal Officials Luncheon, also addressed strategies for creating a healthier civic climate.

Chair Greene stressed that these lessons apply not only nationally but also locally. Shriver's remarks challenged traditional notions of strength, urging leaders to reject the idea that success comes from aggression or "fighting fire with fire." Instead, Shriver advocated for strength through dignity and nonviolent persistence, drawing inspiration from Martin Luther King Jr. and the Civil Rights Movement. Greene underscored that these principles remain relevant today, especially in navigating divisive issues within communities.

To illustrate the power of disciplined, nonviolent action, Chair Greene referenced recent events in Minneapolis, where sustained peaceful protests by ordinary citizens ultimately compelled the federal government to reconsider certain policies. Chair Greene acknowledged that while the long-term impact of these changes remains uncertain, the episode demonstrates the effectiveness of nonviolent strategies over confrontation.

Chair Greene encouraged attendees and residents to explore resources offered by Shriver's organization, Dignity.us, describing the site as a valuable source of guidance for promoting respectful dialogue and civic engagement. Chair Greene concluded by reaffirming the importance of applying these lessons in Brookline to strengthen community relationships and uphold democratic values.

David Pearlman noted that January 27 marks International Holocaust Remembrance Day, commemorating the 1945 liberation of the Auschwitz-Birkenau concentration and death camp. While centered on the 6 million Jews murdered by the Nazis, the day also honors millions of other victims including the Roma and Sinti people, persons with disabilities, Soviet prisoners of war, Poles, LGBTQ individuals, political dissidents, and other religious minorities. Educational initiatives led by organizations like UNESCO emphasize the urgent need to combat rising anti-Semitism and protect universal human rights today.

John VanScoyoc praised the MLK Day observances in Brookline as excellent and particularly fitting given current circumstances. The program featured two poetry presentations including Brookline's Poet Laureate and the Massachusetts Poet Laureate, which was described as an all-star lineup and a great program.

Also announced was passing of Mel Seibolt, former Brookline Police Officer. Member VanScoyoc remembered him as an outstanding public safety official and leader of the Brookline Police Association.

Paul Warren Commended DPW and town employees for snow removal efforts, and urged patience from residents.

6. Public Comment

1. Neil Gordon (statement read by Chair), commended retiring Veterans Services Director Bill McGroarty for providing exemplary service. Gordon, a veteran, noted that many duties and support Bill provides to local veterans. The Board concurred.

2. J.T. Garrett spoke about the lack of snow removal on Centre Street, making it difficult to maneuver through the sidewalks.

Miscellaneous - Approval of miscellaneous items, licenses, and contracts.

7a. Question of approving the meeting minutes from January 13, 2026.
Approved as amended
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7b. Vote on the BWELL Public Health Stations that were presented last week.
Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7c. Resolution acknowledging Veteran's Services Director, William "Bill" McGroarty.

Chair Greene read the Citation.

CITATION
Brookline Select Board

The Brookline Select Board expressing its appreciation to
William T. McGroarty
for his exemplary service to Veterans and the Town of Brookline
For Twenty-One Years as Veterans' Services Director

WHEREAS the Brookline Select Board rightfully honors those Brookline employees, residents, and other individuals whose service, civic commitment, and leadership have been shining models of public service that have enriched the lives of residents and enhanced the civic life of our Town; and

WHEREAS William T. "Bill" McGroarty has been a paradigm of those qualities for twenty-one years as the Brookline Veterans' Services Director; and

WHEREAS Bill McGroarty served his country for twenty-six years prior to joining the Town of Brookline in the Army and the Army National Guard achieving the rank of Major in the Army Reserve; and

WHEREAS Bill McGroarty's military service included deployment to Fulda, Germany on the border with East Germany as a border officer in November 1989, the historic period when the Berlin Wall fell and the border between East and West Germany was opened; and

WHEREAS upon retiring from the military, Bill McGroarty began his public service as Veterans Outreach Coordinator for the Massachusetts Division of Employment and Training and later as Director of Veteran Services for the City of Gloucester, and beginning in 2005 as Veterans' Services Director for the Town of Brookline; and

WHEREAS Bill McGroarty, as Veterans; Services Director, ran a comprehensive social services office for veterans and their dependents; and

WHEREAS the invaluable services that Bill McGroarty provided to Brookline veterans and their dependents included assistance in filing for state benefits under Massachusetts G.L., Chapter 115 and federal benefits such as Veterans Administration medical care for service-connected or non-service-connected disabilities and compensation, as well as general assistance, to veterans readjusting to civilian life; and

WHEREAS Bill McGroarty also provided assistance in obtaining (a) financial resources, such as Social Security benefits, emergency

funds, and unemployment compensation, (b) social services such as counseling, educational benefits, job searches, housing, medical care referrals, and other social service needs of veterans or their dependents, and (c) other important support and assistance, such as help obtaining military records and assistance in obtaining burial allowances and widows' pensions; and

WHEREAS Bill McGroarty continues to work closely with Brookline American Legion Post 11 and VFW Post 864 to support their outreach to veterans of all generations and multiple armed conflicts and to connect them to the services offered by the Veterans Affairs Office; and

WHEREAS Bill McGroarty organized and led the highly appreciated Veterans Day and Memorial Day celebrations of the Town of Brookline; and

WHEREAS Bill McGroarty supported the Town of Brookline in multiple ways in addition to serving as Director of Veterans Services, including acting as the Coordinator of the Comprehensive Emergency Management Plan, serving as the Town's Measurer of Wood and Bark, and providing overall support and relevant advice in a supportive manner to Brookline veterans and other residents and to staff and leadership of Town Departments.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, on this 27th Day of January 2026, the Brookline Select Board, on behalf of the Town of Brookline hereby **acknowledges**, **commends**, and expresses its **deepest gratitude** to **William T. "Bill" McGroarty** for his many outstanding and sustained contributions to Brookline's veterans, for his many contributions to the general well-being of the Town and its residents, and for his meticulous and diligent work for twenty-one years as the Veterans' Services Director for the Town of Brookline.

Approved

Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7d. Question of approving the following thirteen (13) Change Orders with TRAC Builders, North Attleboro, MA, in the amount of $77,964.70 related to the Fire Stations 1 and 4 project:

CO 1 – Cost to add a 2" domestic copper water line. $25,616.01
CO 3 – Cost to repair cracks in concrete with carbon fiber reinforcement. $13,323.24
CO 4 – Cost to lower sanitary line to meet plumbing code. $7,245.00
CO 5 – Credit due to the elimination of the proposed floor drains. ($3,750.00)
CO 6 – Cost to provide raceway and conductors for EUH-7 from panel PP1. $2,872.65
CO 7 – Cost to infill non-structural hole. $3,501.75
CO 8 – Cost to infill existing holes that were not quantified during the design phase. $6,500.00
CO 9 – Cost to add metal stud partition to bathroom. Includes GWB, finish, & cleaning. $1,733.48
CO 10 – Cost of labor required to remove leftover items from attic. $550.27
CO 11 – Cost to parge walls at 1st floor. $3,270.60
CO 12 – Cost to demo the ceiling at 2nd floor (bunk room). $3,926.10
CO 13 – Cost to repair meeting room ceiling. $920.00
CO 14 – Cost to repair concrete crack w/ epoxy. $5,241.60
CO 15 – Cost to substitute lockers in decontamination room. $4,788.00
CO 16 – Cost to repair existing misaligned pipe. $2,226.00
*Please note, there is no CO-2.

Approved

Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7e. Question of approving Amendment 4, with Cambridge Seven Associates, in the amount of $58,052.00 for additional services to design replacement windows and garage doors throughout Fire Station 4.

Approved

Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7f. Acceptance of a $500.00 sponsorship from the Brookline Community Foundation for the Annual MLK Day Event held on January 19, 2026. The sponsorship from the Brookline Community Foundation will be used for Performance Honorariums offered to our highly sought-after MA Poet Laureate for their time, commitment, and for helping to make the annual event what it is every year.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7g. Question of approving an Authorization to Hire request from the Interim Town Librarian:
Library Assistant III – Putterham

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7h. Question of approving the following promotions as recommended by the Chief of Police:

For promotion from Sergeant to Lieutenant:
Megan Keaveney
Allen Gustie
Joseph Amendola

For Promotion from Officer to Sergeant:
Nicholas Goon
Daniel Avila
Sean Williams

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7i. Question of accepting a donation from the Korean Church of Boston to the Brookline Fire Department in the amount of $500.00.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7j. Question of accepting a donation from the Korean Church of Boston to the Brookline Police Department in the amount of $500.00.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7k. Request that the Select Board vote to accept a Municipal ADA Improvement Grant in the amount of $42,900 from the Massachusetts Office on Disability (MOD) and authorize the Town Administrator to execute the grant agreement and any related documents on behalf of the Town for the improvement of sidewalk curb ramps and detectable warning panels.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7l. Question of approving an equipment lease with First American for a Vactor Displacement Sewer cleaner in the amount of $660,552.10, to be paid over 5 years.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7m. Acceptance of a $150,000 Housing Choice Grant for Fisher Hill West Uses Study, and to authorize Town Administrator Carey to sign the contract.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7n. ***Postponed*** Question of approving a contract amendment in the amount of $20,000 with Agency Landscape + Planning for additional services related to the preparation of Brookline's Comprehensive Plan.

7o. Question of approving an update to the Police Detail Policy (General Order 49), to reflect current detail practices, requested by the Chief of Police.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7p. Question of approving the petition of NStar Electric Company d/b/a Eversource Energy for permission to construct, and a location for underground conduit Washington Street northeasterly and southeasterly from existing manhole 14891 at the intersection with Walnut Street distance of approximately 60 feet to Walnut Street; in Walnut Street southeasterly and southwesterly from Washington Street a distance of approximately 41 feet to new manhole 32625 and conduit running southwesterly and southeasterly from new manhole 32625 a distance of approximately 52 feet to Juniper Street; and in Juniper Street running southeasterly and southwesterly from Walnut Street a distance of approximately to 69 feet to existing manhole 23033 and conduit running southwesterly and northwesterly from existing manhole 23033 a distance of approximately 108 feet to Brookline Housing Authority property.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7q. Question of approving the petition of NStar Electric Company d/b/a Eversource Energy for permission to construct, and a location for underground conduit Harvard Street southerly from existing manhole 3668 at the intersection with Naples Road a distance of approximately 49 feet to private property at 392-396 Harvard Street.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7r. Question of approving the application of Alternate Manager Carol Sapoznik for Olive Connection LLC d/b/a Olive Connection at 1426 Beacon St. Brookline, MA.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7s. Question of approving the application of Alternate Manager Soukthida Vongphachanh for Mungmee Group Inc. d/b/a Akami Omakase at 187 Harvard St.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7t. Question of approving the application of Alternate Manager Jonathan Fransisco Araque Espinal for Cantina Hospitality, LLC d/b/a Taco Bell at 276-278 Harvard St.

Approved
Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

7. Calendar -Review and potential vote on Calendar Items.

8. Boards and Commissions - Interviews

8.a. Commission on Diversity, Equity, Inclusion, and Community Relations

Zahriyannah Mohammadi Karakashian-Jones

Background and Experience
The candidate highlighted extensive civic engagement experience, including volunteer work and leadership roles in organizations such as Planned Parenthood, Bagley, JIMENA (Jews Indigenous to the Middle East and North Africa), the ACLU, and the Trevor Project. Additionally, the candidate co-founded "Brookline for the Culture," a community group focused on creating inclusive spaces and promoting cultural education. This work has included organizing Juneteenth celebrations, supporting mutual aid initiatives, and managing the Community Fridge Network to address food insecurity.

Overview

- Coordinated Cultural Celebrations
- Outcome-Oriented Initiatives
- Approach to Cross-Cultural Collaboration
- Commitment to LGBTQIA+ Inclusion and Education, and strong support for Warrant Article 15.
- Track Record of High-Impact Projects - Examples included leading the Racial Equity Grant Program at the Brookline Community Foundation, which utilized participatory grantmaking to empower marginalized communities, and managing a Guaranteed Income Pilot in collaboration with the Brookline Housing Authority and UpTogether. These initiatives aimed to address systemic inequities and improve economic stability for vulnerable residents.

9. (7:00 PM) Grant of Location - Egmont Street - Public Hearing

10a. Question of approving the petition of NStar Electric Company d/b/a Eversource Energy for permission to construct, and a location for underground conduit Amory Street southwesterly and northwesterly from existing manhole 9500 at the intersection with Egmont Street a distance of approximately 15 feet to Egmont Street and in Egmont Street northwesterly and southwesterly from Amory Street a distance of approximately 137 feet to private property at 14 Egmont Street.

Shannell Grant, representing NStar reviewed that this application was held for further review at the request of the condo building at this location. The condo association has decided to move forward with this grant of location.

Kelly Corriea, NStar, explained a member of the condo board expressed interest in upgrades

and EV charging stations. NStar started the process when other board members, and an abutter, requested clarification. It has been agreed upon to move ahead with this Grant of Location petition.

Public hearing: no speakers

On motion, it was,

Voted to approve the petition of NStar Electric Company d/b/a Eversource Energy for permission to construct, and a location for underground conduit Amory Street southwesterly and northwesterly from existing manhole 9500 at the intersection with Egmont Street a distance of approximately 15 feet to Egmont Street and in Egmont Street northwesterly and southwesterly from Amory Street a distance of approximately 137 feet to private property at 14 Egmont Street.

Aye: Bernard Greene, John VanScoyoc, Paul Warren, David Pearlman, Michael Rubenstein

10. FY 2027 Budget Process

11a. Discussion of FY 2027 budget process, timeline, and calendar.

Town Administrator, Chas Carey began his overview of the budget process.

The FY2027 budget process officially begins with the release of the Governor's budget, which occurred on the fourth Wednesday of January. This triggers a statutory requirement for the Town Administrator's office to publish Brookline's budget book within two weeks. The budget book will be available both online via OpenGov and in printed form for public access.

Parallel Processes- Two major processes are running concurrently:

1. Traditional Budget Development for FY2027, which starts July 1, 2026.
2. Expenditures and Revenue Study Committee work, (E&RSC) which includes three subcommittees focused on Town operations, School operations, and long-term fiscal sustainability ("Futures Subcommittee"). These subcommittees will produce reports that feed into a comprehensive ENRSC recommendation expected in early March.

Budget Structure
The budget book will present two scenarios**:**

- Scenario A: No override on the ballot.
- Scenario B: Override approved, detailing how additional funds would be allocated between Town and School needs.

This dual approach ensures transparency and compliance with bylaws while allowing flexibility for override planning.

- Current Gap Estimate: $2.8–$2.9 million without adjustments.

- Mitigation Measures:
    - Reduce Capital Improvement Program (CIP) allocation from 6.6% of revenues (current policy target) back to 6%.
    - Hold OPEB (Other Post-Employment Benefits) contributions flat instead of increasing by $250,000 annually.
- Adjusted Gap After Measures: Approximately $2.1–$2.2 million.

Trade-Offs:
Reducing CIP allocation may delay roadway and infrastructure improvements, potentially increasing long-term maintenance costs. Holding OPEB contributions stable could slow progress on retiree healthcare obligations, though current funding levels remain above many peer communities.

Override Planning

- Target Override Decision Date: March 24, 2026 (latest possible date: March 31).
- E&RSC Recommendation: Expected early March, allowing time for Select Board review, public hearing, and final vote.
- Override Philosophy: Described as a "Ford Taurus override" — practical and essential, not expansive.
- Town Side Estimate: $5.3 million (inflation-adjusted from prior override).
- School Side Estimate: Approximately $6.5 million for FY27 alone, based on revised projections from the Superintendent. Full three-year projection pending.

Uncertainties

- Healthcare Costs
- Union Negotiations
- State Aid

Next Steps:

- Budget Book Release: Mid-February.
- Joint Meeting with Advisory Committee: February 17, 2026, for full presentation of the budget book.
- Public Engagement: Hearing on override scenarios and ENRSC recommendations in early March.
- Ballot Decision: March 24 (with March 31 as fallback).

11. Centre Street Lot update

12a. Presentation from the project consultant and Centre Street Lot Committee, discussion, and possible vote on next steps for the Centre Street Lot Exploratory Study.

Economic Development Director, Meredith Mooney made the introductions.

Presenters: Economic Development & Long-Term Planner, Jessica DeRoy, Committee Chair, Michael Sandman, Committee Vice Chair, Shanna Giora-Gorfajn Consultant: Chris Dempsey, Speck Dempsey.

The Select Board reviewed the final report and recommendations from the Center Street Parking Lot Study Committee**,** which spent a year analyzing redevelopment options for the East and West Center Street lots in Coolidge Corner.

Guiding Principles Adopted by the Committee

1. Feedback from residents, businesses, and stakeholders throughout the process.
2. Environmental Sustainability – Design improvements that support Maintain Access for Businesses and Lot Users – Ensure continued availability of parking for merchants, employees, and visitors during and after redevelopment.
3. Inclusive Community Engagement – Incorporate Brookline's climate and mobility goals.
4. Alignment with Town Plans – Ensure consistency with the Comprehensive Plan and Vision Zero objectives.
5. Pragmatic Fiscal Approach – Favor a public-private partnership model to minimize taxpayer burden.

Current Site Conditions

- Size: Approximately 2.5 acres.
- Parking: 192 spaces across East and West lots.
- Challenges:
    - Poor pedestrian accessibility; lack of ADA-compliant pathways.
    - Interruptions caused by curbs and parked cars.
    - Limited green space despite being one of Brookline's most heavily used public areas.

The committee endorsed a mixed-use redevelopment concept featuring:

    - Restoration of housing in a transit-rich, walkable neighborhood
    - Improvement of the walkability and ADA accessibility of the site
    - Alignment with the Comprehensive Plan, MBTA Communities Act, Climate Action and Resilience Plan, and Housing Plan

- Expansion of the Commercial and Residential Tax Base, Plus Revenue From a Long-Term Lease Through Public Private Partnership
- Structured Parking Garage: Preserves existing public parking and adds approximately 100 spaces (final number subject to design and demand analysis).
- Housing: Side lot plan - Estimated 80–100 residential units (mix of market-rate and affordable housing; exact composition to be determined).
- Retail Space: Ground-floor commercial space to expand the tax base.
- Public Plaza: A central open space for civic events, farmers' market, and cultural programming.
- Pedestrian Enhancements: ADA-compliant walkways, improved lighting, and safer crossings.

Estimated Cost: $29 million- $33 million for public components (garage and plaza). Majority of costs expected to be borne by a developer under a long-term land lease arrangement.

- Next Step: Issue a Request for Information (RFI) to gauge developer interest and gather feedback on financing, design, and feasibility.
- Timeline:
    - RFI preparation: Spring 2026.
    - Developer responses: Summer 2026.
    - Analysis and RFP development: Fall 2026.
    - Potential development agreement: End of 2027.
- Wayfinding System: Prioritize signage and navigation improvements to optimize existing parking resources and inform final design decisions.

Key issues raised

- Parking Preservation: Merchants emphasized the need to maintain or increase parking capacity to support business activity. Board members questioned indoor garage space and its accessibility.
- Accessibility: Strong concerns about current ADA deficiencies; calls for interim improvements even before redevelopment.
- Housing Mix: Select Board members stressed alignment with the Comprehensive Plan—favoring workforce and affordable housing over luxury units.
- Financial Risk: Questions about long-term costs, developer incentives, and potential reliance on high parking fees. Concern was expressed about the lack of funding allocations and town-related costs provided.
- Public Engagement: Some members raised concern that prior outreach (including the "Walkable Brookline" event) may not have fully conveyed the scope of proposed changes to all stakeholders.
- Babcock Street lot; its use and the potential of additional parking allocated during construction

- Minority Reports:
    - Len Wholey, Centre Street Lot Committee member, urged maximizing existing parking before investing in a garage and questioned future relevance of structured parking.
    - Marion Freedman - Gurspan, Centre Street Lot Committee member, spoke about accessibility issues in the lot currently.
    - Shari Gershenfeld spoke on behalf of husband Moshe Ben Akiva, Centre Street Lot Committee member, and encouraged the Board to review their minority opinion, that opposes the construction of a multi-level parking garage in this unique parcel of land. This space, which could be so much more. Gershenfeld urged the Board to review that report adding that the alternative visions were not considered by the committee or the consultant, and were not presented to the public.

Next Steps

- Prepare a summary of Select Board concerns for inclusion in the RFI (housing affordability, parking guarantees, accessibility standards).
- Explore short-term ADA improvements for the existing lots.
- Provide cost estimates for RFI preparation (approx. $30,000–$40,000 for consulting support).

There was no vote, the Board will revisit this agenda item next week.

There being no further business, the Chair ended the meeting at 10:05 PM.

ATTEST

BROOKLINE
DEPARTMENT OF PUBLIC WORKS

Erin Chute,
Town Hall, 4th Floor
333 Washington St.
Brookline, MA 02245
617-730-2156

Memorandum

To: Select Board
Chas Carey, Town Administrator
From: Erin Chute, Commissioner of Public Works
Milee Pradhan, Director of Parks and Open Space
Date: February 3, 2026
Re: Award of Amory Playground - Field House Renovation PW /25-17-B
Cc: Dan Bennett, Building Commissioner
Charlie Simmons, Public Buildings Director
Rob Kefalas, PE, Project Engineer
Jessie Waisnor, Senior Landscape Architect

The Department of Public Works respectfully requests that the Select Board award and execute Contract No. PW/25-17-B "Amory Playground - Field House Renovation" with Northern Contracting Corp., 68 Jackson Street Canton, MA 02021, in the amount of $391,100. The amount includes the total base bid with no alternates.

Amory Playground – Field House Renovation project is part of the overall Amory Playground Renovation Capital Improvement Project that commenced on July 2025. Significant progress has been made in the Amory Playground Renovation project including the tennis court and surrounding landscape, parking lot, drainage and infrastructure work, and installation of stairs. Work is currently ongoing within Halls Pond Sanctuary for replacement of the boardwalk decking and railings.

This next phase of work is the renovation of the comfort station to include accessible upgrades to the restrooms to make them fully ADA compliant, upgrades to all the doors on the upper and lower level, replacement of the roof, repairing of the foundation slab and improvements to the building's utilities. Work is anticipated to start on site on April 1, 2026 and be completed by September 1, 2026.

On Friday December 5th at 3pm, proposals for "Amory Playground - Field House Renovation" Contract Number PW/25-17-B, were received via Bid Docs. Eleven (11) bids were received, summarized below in ascending order of the estimated total contract price bid:

	Contractor	Base Bid
1.	Northern Contracting Corp.	$391,100
2.	Page Building Construction	$395,151
3.	Full Scope Construction	$398,270
4.	Serrano & Serrano Construction, Inc.	$414,889.46
5.	New England Builders and Contractors, Inc.	$423,600

Erin Chute,
Town Hall, 4th Floor
333 Washington St.
Brookline, MA 02245
617-730-2156

6.	G.V.W, Inc.	$468,435
7.	Thomas E. Snowden, Inc.	$474,000
8.	APC Development Group, Inc.	$477,077
9.	One Source Construction, LLC	$482,162
10.	R. Mullen and Associates	$488,000
11.	Rapid Construction	$518,000

Due to the additional time required for completion of the construction documents and longer bidding process, work for the Field House is slightly behind the site work. The Department of Public Works is thrilled about moving forward with this project and is confident that Northern Contracting Corp. is well-qualified to deliver a high quality project. We look forward to completing this important project for the Town that serves the entire community.

The Department of Public Works respectfully recommends that the board award and execute Contract No. PW/25-17-B "Amory Field House" with Northern Contracting Corp., 68 Jackson Street Canton, MA 02021, in the amount of $391,100 to commence the long-awaited renovation to Amory Playground – Field House.

Thank you for your consideration.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the day of in the year of

BETWEEN the Owner:
(Name and address)

Town of Brookline represented by the Brookline Building Commission
Town Hall
333 Washington Street
Brookline, MA 02445

and the Contractor:
(Name and address)

Northern Contracting Corp.
68 Jackson St.
Canton, MA 02021

The Project is:
(Name and location)

Amory Playground - Field House Renovation
Amory and Freeman St.
Brookline, MA 02445

The Architect is:
(Name and address)

Sasaki Associates
110 Chauncy St, Suite 200
Boston, MA 02111

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

The Contractor shall perform the Work required by the Contract Documents for the renovation of the Amory Playground Field House. The Contractor shall provide all materials, labor, equipment, tools, machinery, transportation, and services necessary for, and reasonably incidental to, the performance of the Work.

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Work to be performed under the Contract shall commence upon issuance of a "Notice to Proceed", anticipated to be issued on or about **February 4, 2026**. The on-site work to be performed under the Contract shall commence on or about **April 1, 2026**.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

The Work of the Contract shall be performed according to the Contract Documents including restrictions specified under Section 01 1100 - SUMMARY OF WORK. The Work to be performed under this Contract shall be substantially completed by **September 1, 2026**.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated Damages: The General Contractor agrees to pay the Owner for any delay in Work; the sum of one hundred fifty dollars ($150.00) per day for every calendar day beyond the above-established date; said amounts to be deemed payment for liquidated and ascertained damages for such delay.

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Three hundred ninety one thousand one hundred Dollars ($ 391,100), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Delete Paragraphs 5.2 through 5.8 in their entirety, and insert the following:

The provisions of this Article are subject to the provisions of the General Laws of the Commonwealth of Massachusetts, Chapter 30, as amended.

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The provisions shall be made in accordance with Chapter 30 Sections 39F, K of the General Laws of the Commonwealth of Massachusetts, as amended.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

7.3 Other Provisions:

Contractor's Representations

The Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and all location conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work.

The Contractor has made, or has caused to be made, examinations, investigations, and test and studies of such reports, and related data in addition to those referred to in the paragraph above as teh Contractor deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with other Terms and Conditions of the Contract Documents, and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

The Contractor has correlated the results of such observations, examinations, investigations, tests, reports, and data with the Terms and Conditions of the Contract Documents.

The Contractor has given the Architect written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the Written Resolution thereof by the Architect is acceptable to the Contractor.

Miscelleaneous

Terms used in this Contract where are defined in Article 1 of Document 00 7200-GENERAL CONDITIONS (AIA Document A201) and Section 01 4200, REFERENCES shall have the meaning indicated in the General Conditions; other terms shall have the meanings given them in applicable publications and regulations.

No assignment by a party hereto or any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are the effect of this restriction may be limited (by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated September 3, 2025, and are as follows:

Document	Title	Pages

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
Exhibit A, Project Manual, dated September 3, 2025		

9.1.5 The Drawings are as follows, and are dated unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Exhibit B, Drawings, dated September 3, 2025		

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 9- ENUMERATION OF THE CONTRACT DOCUMENTS

Delete Paragraphs 9.1.1 through 9.1.7 and insert the following:

A. The Contract Documents, which comprise the entire contract between the Owner and the Contractor, are attached to this Contract, made a part hereof, and consist of the following:
   1. The Contract
   2. Contractor's Bid, including required submittals.
   3. Bid, Performance, and Payment Bond.
   4. General Conditions (herein stated and in AIA Document A201).
   5. Modifications to the General Conditions.
   6. Supplementary Conditions.
   7. Specifications bearing the title "Amory Playground - Field House Renovation"
   8. AIA Construction Documents, including but not limited to AIA Document A201, A310, A311, selected for use by the Town of Brookline, Massachusetts.
   9. All Addenda issued prior to Bid Preparation.
   10. Documentation submitted by Contractor during the Performance of the Contract.
   11. Contract Drawings.
   12. Town of Brookline Standard Signature Sheet, which will be provided separately as Page 9 of this Contract.

B. There are no Contract Documents other than those listed in this Article. The Contract Documents may only be altered, amended, or repealed by a Modification as defined in Section 1 of the General Conditions.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER Refer to attached Signature Page	
(Signature)	*(Signature)*
	Paul F. Sciaba, President
(Printed name and title)	*(Printed name and title)*

Exhibits
The following Exhibits are incorporated in and made a part of this Agreement:
"A" Project Manual, dated September 3, 2025
"B" Drawings, dated September 3, 2025

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

APPROVAL OF OWNER

SELECTBOARD
Date: _____

_____

_____

_____

_____

_____

APPROVAL OF EXHIBITS

COMMISSIONER OF PUBLIC WORKS
Date: 01/26/26

Erin Chute
Erin E. Chute

CERTIFICATION OF AVAILABLE FUNDS
Certification is herewith given that, in accordance with Mass Gen Laws ch. 44 paragraph 31 C, that an appropriation in the amount of the Contract Sum has been made and is available for compensation to the PROFESSIONAL TECHNICAL CONSULTANT for the work described by the terms of this AGREEMENT.

By: _____ Date: 1/28/26
OWNER Comptroller

By: _____ Date: 1/28/26
OWNER Director of Purchasing

APPROVED AS TO FORM:
By: _____ Date: 1/28/26
OWNER Counsel

OWNER'S Massachusetts Sales and Use Tax Certificate Exemption Number #046-001-102

Town Of Brookline

Contract Coding Approval Form

Department: Public Works/Parks and Open Space Division

Vendor Name: Northern Contracting Corporation

Vendor Number: 2330 **Amount of Contract:** $ 391,100

Contract #: PW/25-17-B

Purpose of Contact:

Description: The contractor shall perform the Work required by the Contract Documents for the renovation of the Amory Playground Field House. The Contractor shall provide all materials, labor, equipment, tools, machinery, transportation, and services necessary for work which includes the renovation of the restrooms, slab repairs, utility work, roofing, door replacement and painting.

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
DPW CIP 4997C241	6P0071			$390,800
DPW CIP 4924K066	6P0018			$300

* For "WS" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4998WS08 would be "DPW CIP").

Department Head: Erin Chute Date 01/19/2026

Comptroller and Purchasing Approvals

Funds Available/Codes Correct — Comptroller — Date Approved by Comptroller 1/28/26

Complies with Appropriate Procurement Law (MGL ch 149, ch 30 30 30M, or ch 30B) — Purchasing — Date Approved by Purchasing 1/28/26

DOCUMENT 004548

CERTIFICATION OF PAYMENT OF STATE TAXES
(GENERAL BID ONLY)

Legislation enacted by the Commonwealth of Massachusetts, effective July 1, 1983, requires that the attestation below be signed:

Pursuant to M.G.L. Ch 62C, Sec. 49A, I certify under penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

If an Individual:

Social Security Number _____

If a Corporation:

Federal ID Number 04-3038271

Signed _____

Paul F. Sciaba, President

Subscribed and sworn to before me

this 21st day of January, 2026

Susan Crowe

Controller

(Title)

My commission expires 12/13/2030

Susan A Crowe
My Commission Expires
12/13/2030
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

END OF DOCUMENT

Client#: 146205 NORTHCON8

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Wittney Mayausky	
Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600	PHONE (A/C, No, Ext): 401 435-3600	FAX (A/C, No): 401-735-1059
	E-MAIL ADDRESS: wmayausky@starshep.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Cincinnati Casualty Company	28665
INSURED Northern Contracting Corp. 68 Jackson Street Canton, MA 02021	INSURER B : The Cincinnati Indemnity Company	23280
	INSURER C : Associated Industries Ins Co. Inc.	23140
	INSURER D : Westfield Insurance Company	24112
	INSURER E : Nautilus Insurance Company	17370
	INSURER F : Acadia Insurance Company	31325

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP0652920	05/10/2025	05/10/2028	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	EBA0652918	05/10/2025	05/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10000	Y	Y	EPP0652920	05/10/2025	05/10/2028	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	EWC065291903	05/10/2025	05/10/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability	Y	Y	XSA124885400	05/10/2025	05/10/2026	$7,500,000	
D	Excess Liability	Y	Y	XSL480672X00	05/10/2025	05/10/2026	$7,500,000	
E	Pollution/Prof.			CCP203471514	05/10/2025	05/10/2026	$1M/$3M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

F Builders Risk CIM5675861 Eff Date: 04/01/2026 Exp Date: 04/01/2027 Builders Risk Limit: $391,100 with $1,000 Deductible. Flood Limit: $391,100 with $25,000 Deductible. Equipment Breakdown is included. Additional Insured and Waiver of Subrogation applies as listed above per policy terms and conditions. Primary, non-contributory applies with respect to General Liability, Automobile Liability, Umbrella Liability and Excess Liability per policy terms and conditions. Excess Liability Follows Form over General (See Attached Descriptions)

CERTIFICATE HOLDER

Town of Brookline
333 Washington Street
Brookline, MA 02445

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Liability, Automobile Liability, Employers Liability and Umbrella Liability.

RE: Amory Playground - Field House Renovation, Amory and Freeman Street, Brookline, MA 02445.
Town of Brookline and Sasaki Associates are Additional Insured.

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 108362144

CONTRACTOR:
(Name, legal status and address)
Northern Contracting Corp.
68 Jackson Street
Canton, MA 02021

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Bond and Specialty Insurance
Construction Services
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Town of Brookline
333 Washington Street,
Brookline, MA 02445

CONSTRUCTION CONTRACT
Date: February 3rd, 2026
Amount: $Three Hundred Ninety-One Thousand One Hundred & 00/100 ($391,100.00) Dollars
Description:
(Name and location)
Amory Playground - Field House Renovation, Amory and Freeman Street, Brookline, MA 02445

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $Three Hundred Ninety-One Thousand One Hundred & 00/100 ($391,100.00) Dollars
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	Northern Contracting Corp. (Corporate Seal)	Company:	Travelers Casualty and Surety Company of America (Corporate Seal)
Signature:		Signature:	
Name and Title:	Paul F. Sciaba, President	Name and Title:	Ramona L. Gray, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Starkweather & Shepley Insurance Brokerage Inc.
60 Catamore Blvd
East Providence, RI 02914
401-435-3600

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Ramona Gray** of **PROVIDENCE**, **Rhode Island**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P. NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of , .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DOCUMENT 006113.13

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Northern Contracting Corporation

68 Jackson Street, Canton, MA 02021, as Principal
(Name of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and Travelers Casualty and Surety Company of America
(Surety)
One Tower Square,
of Hartford, State of Connecticut,

hereinafter called the "Surety", are held and firmly bound into the Brookline Building Commission, Brookline, Massachusetts, hereinafter called "Owner",

in the penal sum of Three Hundred Ninety-One Thousand One Hundred & 00/100

Dollars ($ 391,100.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the 3rd day of February, 2026, a copy of which is hereto attached and made a part hereof for the construction of

AMORY PLAYGROUND - FIELD HOUSE
BROOKLINE, MA

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the parties to these present have duly executed in this bond on the

6
_____ day of _____, 2025.

ATTEST:

(SEAL)

Northern Contracting Corporation
(Principal)

By _____
(Secretary)

68 Jackson Street,

Canton, MA 02021

(Address - Zip Code)

(SEAL)

_____
(Witness as to Principal)

John Kandalaft, Contract Administrator

68 Jackson Street

Canton, MA 02021
(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF DOCUMENT

ATTEST:

(SEAL)

Travelers Casualty and Surety Company of America
(Surety)

By _____
(Secretary)

Ramona L. Gray, Attorney-in-Fact

60 Catamore Boulevard,

East Providence, RI 02914

(Address - Zip Code)

(SEAL)

(Witness as to Surety)

60 Catamore Boulevard

East Providence, RI 02914
(Address - Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF DOCUMENT

BROOKLINE ODEICR

Lloyd Gellineau, Chief Diversity Office
11 Pierce St.
Brookline, MA 02245
617-730-2326

Memorandum

To: Brookline Select Board

From: Caitlin Starr, Assistant Director

Date: January 29, 2026

Re: BCF Grant Funds for Eid Cultural Event 2026

CC: Melanie Otsuka, ATA for Operations

Select Board Members,

The Office of Diversity, Equity, Inclusion, and Community Relations and Brookline Muslim Friends seek the Select Board's authorization to accept $1,500.00 in Grant funding from the Brookline Community Foundation for the Annual Eid Event to be held in June 2026. The grant funds from the Brookline Community Foundation will be used to cover expenses for the cultural event, from supplies to performers and food.

Thank you for considering this request.

Sincerely,

Caitlin Starr, MPH, CDE
Office of Diversity, Equity, Inclusion, and Community Relations - Town of Brookline
Assistant Director
11 Pierce Street
Brookline, MA 02445
617-730-2345

BROOKLINE
EMERGENCY MANAGEMENT

John F. Sullivan, EM Director
Public Safety Building
350 Washington St.
Brookline, MA 02245
617-730-2656

Memorandum

To: Brookline Select Board

From: John F. Sullivan, Fire Chief / Emergency Management Director

Date: January 29, 2026

Re: UASI FFY23 and FFY24 Awards

CC: Chief Jen Paster; Melanie Otsuka; Kate MacGillivray

The Office of Emergency Management asks that the Brookline Select Board accept the following awards granted by the US Department of Homeland Security's Urban Area Security Initiative (UASI) grant program, via the Metro Boston Homeland Security Region (MBHSR) and the City of Boston Mayor's Office of Emergency Management.

- FFY23 Intelligence & Information Sharing – Blue Voice software services from1/1/2026 to 6/30/2026 in the amount of $12,500 to support digital investigation capabilities for the Brookline Police Dept. and throughout the MBHSR.
- FFY23 Community Emergency Response – Policy Builders software services 2/1/2026 to 6/30/2026 in the amount of $7,708.30 to support digital, searchable operational policies and standard operating procedures for the Brookline Fire Dept. / Office of Emergency Management.
- FFY24 Community Emergency Response – Policy Builders software services 7/1/2026 to 1/31/2027 in the amount of $10,791.70 to support digital, searchable operational policies and standard operating procedures for the Brookline Fire Dept. / Office of Emergency Management.

Thank you for considering this request.

John F. Sullivan
Fire Chief / Emergency Management Director

MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MICHELLE WU
MAYOR

METRO BOSTON
HOMELAND
SECURITY
BOSTON BROOKLINE
CAMBRIDGE CHELSEA
EVERETT QUINCY REVERE
SOMERVILLE WINTHROP

January 28, 2026

Chief Jen Paster
Brookline Police Department
350 Washington St
Brookline MA, 02445

Dear Chief Paster,

Pursuant to MOA #63504 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY23 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Office of Emergency Management's continuation of Community Emergency Response Policy Builder Software.

OEM is able to support the cost of this initiative, not to exceed Seven Thousand Seven Hundred and Eight Dollars and Thirty Cents ($7,708.30). The project must be in compliance with all local, state and federal requirements. This project must conform to the specifications laid out in the FFY23 UASI Plan Project Justification U23 – 7.2 *Planning and Community Preparedness*. Any equipment not already listed in that Project Justification requires prior approval from OEM. All equipment must appear on FEMA's Authorized Equipment List. Procurement must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31st, 2026. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Steve Maguire at (617) 343-2400 or Stephen.m.maguire@boston.gov.

Sincerely,

Alicia Woodberry
UASI Project Director

MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MICHELLE WU
MAYOR

METRO BOSTON
HOMELAND
SECURITY
BOSTON BROOKLINE
CAMBRIDGE CHELSEA
EVERETT QUINCY REVERE
SOMERVILLE WINTHROP

January 28, 2026

Chief Jen Paster
Brookline Police Department
350 Washington St
Brookline MA, 02445

Dear Chief Paster,

Pursuant to MOA #63504 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY24 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Office of Emergency Management's continuation of Community Emergency Response Policy Builder Software.

OEM is able to support the cost of this initiative, not to exceed Ten Thousand Seven Hundred Ninety One Dollars and Seventy Cents ($10,791.70). The project must be in compliance with all local, state and federal requirements. This project must conform to the specifications laid out in the FFY24 UASI Plan Project Justification U24 – 7.2 *Planning and Community Preparedness*. Any equipment not already listed in that Project Justification requires prior approval from OEM. All equipment must appear on FEMA's Authorized Equipment List. Procurement must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31st, 2027. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Steve Maguire at (617) 343-2400 or Stephen.m.maguire@boston.gov.

Sincerely,

Alicia Woodberry
UASI Project Director

MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT
MICHELLE WU
MAYOR

January 28, 2026

Chief Jen Paster
Brookline Police Department
350 Washington St.
Brookline, MA 02445

Dear Chief Paster,

Pursuant to MOA# 63504 between the City of Boston and the Town of Somerville, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY23 funding (CFDA#97.067) under the Intelligence & Information Sharing Goal Area, supports the Town of Brookline Police Department's acquisition of Blue Voice software in order to support digital investigation capabilities in Brookline and throughout the Metro Boston Homeland Security Region.

OEM is able to support the cost of this initiative not to exceed Twelve Thousand Five Hundred Dollars ($12,500.00). The project must be in compliance with all local, state and federal requirements. This project must conform to the specifications laid out in the FFY23 UASI Plan Project Justification U23 – 3.2 Regional Intelligence Software. Any equipment not already listed in that Project Justification requires prior approval from OEM. All equipment must appear on FEMA's Authorized Equipment List. (AEL# 04AP-11- SAAS) Procurement must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement requests must be submitted to OEM by May 31, 2026. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions, please feel free to contact Martina Bragg at (617) 635-1400 or martina.bragg@Boston.gov.

Sincerely,

Alicia Woodberry
UASI Project Director

Town of Brookline
Massachusetts

Ben Kaufman, Town Clerk

Town Hall, 1st Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2010 Fax (617) 730-2043

From: Ben Kaufman, Town Clerk

To: Bernard Greene, Select Board Chair

Re: Part Time Senior Clerk Typist Authorization to Hire

Chair Greene,

This memo is intended to provide information related to the Authorization to Hire for the position of Part Time Senior Clerk Typist position in Brookline.

Reason for Departure

There has been a high level of turnover in the Part Time Senior Clerk Typist position in recent years. The main reason for this is the failure of the Town to make this position full time, despite multiple requests from the Town Clerk, and demonstrated need for a full-time employee to handle the workload of the Town Clerk's office.

The current Part Time Senior Clerk Typist came to the Town Clerk in November 2025 with a question about the mismatch in accumulated time and benefits for the part time position. While the position is part time with an expected schedule of 20 hours per week, the workload in the Town Clerk's office requires the Part Time Senior Clerk Typist to work full time hours, and to frequently work overtime during elections and Town Meeting. However, benefits and leave are accumulated at a part time rate, even if the person is working full time hours. After repeated requests for this position to be made full time, the current Part Time Senior Clerk Typist was forced to apply for other jobs that would provide full time benefit and pay, and will be leaving the Town Clerk's Office on January 30, 2026.

Background

The part-time Senior Clerk Typist position in the Town Clerk's office was created in FY16, when a full time Senior Clerk Typist position was downgraded to part time as a result of support functions of the Zoning Board of Appeals moving to the Planning Department. The Town Clerk's office continued to be responsible for the retention, maintenance, and certification of ZBA decisions. The position remained benefitted, but was budgeted for 20 hours per week.

Since FY16, there has been a dramatic increase in demands for the Town Clerk's office. Most of these demands can be traced to changes in State and local laws. Examples include the introduction of the Real ID program that increased demand for certified copies of birth and marriage certificates that were

required to apply for the new identification cards; and passage of the VOTES Act in 2022 that substantially increased elections demands in the Town Clerk's office. However, there was not a corresponding increase in staffing to address the increased workload.

The Town Clerk's office has utilized a large group of less trained, and lower paid, temporary employees to fill gaps left by insufficient staffing. The Part Time Senior Clerk Typist position has also been forced into working full time and overtime hours during busy seasons, such as during elections, census, dog licensing, and Town Meeting, to complete the work in the Town Clerk's office.

Request

The Town Clerk has requested that the Part Time Senior Clerk Typist position be made into a full-time position to address some of the staffing shortages in the Town Clerk's office in recent budget years, including for FY27. The Town Clerk cited several projects, including the By-laws Digitization Project and the Vault Digitization Project, that have been delayed or placed on indefinite hold due to insufficient staffing, and would benefit from the additional staffing of a second full-time Senior Clerk Typist.

The Part Time Senior Clerk Typist position is already benefitted, and in recent years has been budgeted to work more than 20 hours per week throughout the year due to heavy workloads. Therefore, the only additional cost would be to allow the Senior Clerk Typist to receive the same benefits and time accruals as the person working the same hours in the full-time position. Further, making the Part Time Senior Clerk Typist a full-time position would reduce some overtime cost that is currently paid to other Town Clerk employees and employees from other departments, which could off set any increased costs for benefits for the part time position.

The Town Clerk also requests that the position be made full time now, when there is a vacancy, in hopes of attracting more and better qualified candidates who might not otherwise be interested in a part time position. However, the timely need to fill this position in anticipation of the upcoming Town Election necessitates the attached Authorization to Hire for a Part Time Senior Clerk Typist position.

Town of Brookline
Massachusetts

Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title**: Senior Clerk Typist Grade: C-6

2. **Department**: Town Clerk Division: _____

3. Position Control #: _____ Prior Incumbent: Avery Harrington

   a. Reason for Leaving: ☑ Resignation ☐ Retirement ☐ Other: _____

4. **Budgetary Information**:

   Department Code: 162 0161(Budget Code: 510101 %_____

   ☐ Grant Funded-Name: _____ ☐ Revolving Fund ☐ Enterprise Fund

   ☐ Full-Time: # of hours/week: ☐ 37 ☐ 37.5 ☐ 40 ☐ 42 or ☑ Part-Time hrs/week: 20

6. **Position Information**:

Summarize the primary function of this position.

Front office administrative staff. Customer service at front counter and on phones. Processing and issuing licenses and vital records. Assisting with election functions

7. I have considered the following alternatives to filling this position:

There are no acceptable alternatives to filling this essential position.

11. Suggested sources for specialized recruitment advertising:

13. **Signatures**:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Town Administrator: _____ Date: _____

14. **Approvals**:

Date on SB Agenda: _____ Date Approved: _____

P R O C L A M A T I O N

OF THE BROOKLINE, MASSACHUSETTS SELECT BOARD

RECOGNIZING FEBRUARY 2026 AS NATIONAL BLACK HISTORY MONTH

WHEREAS the Brookline Select Board believes that there is no accurate American history that does not include the history of all Americans, including Black Americans, and that teaches the reality of the intertwined history and destiny of all Americans; and

WHEREAS the teaching of American history has often failed to include or has erased the history, culture, and contributions of Black Americans; and

WHEREAS such erasures can pose a grave danger to the physical and psychological health and well-being of Black Americans when they are told that they have no history and have made no positive contributions to American or world history and when the wider society believes such untruths; and

WHEREAS today under the current administration in Washington, that danger is being exacerbated by a systematic effort to erase references to the history and achievements of Black Americans from public places; and

WHEREAS such erasure includes removing historical items from the Smithsonian Museums in Washington, D.C., including the National Museum of African American History, erasing references to slavery and other historical facts from National Park Service sites, and petty insults of Black Americans, such as eliminating Martin Luther King, Jr. Day and Juneteenth from the days that access to National Parks are free; and

WHEREAS such erasure includes attacking efforts to remedy past discrimination by attempting to ban references and initiatives for diversity, equity, and inclusion (DEI) in American cultural, educational, governmental, and business institutions, including purging National Park Service gift shops of supposedly DEI-related merchandise, and even banning words that positively describe Black Americans and other Americans and that are supportive of America's diversity; and

WHEREAS such erasure has in the history of America been the precursor to waves of White-supremacist violence, anti-Black riots and massacres, resulting in death and widespread destruction of Black communities in many parts of the country; and

WHEREAS one of the many tools available to resist such attacks against Black Americans is National Black History Month, which recognizes and pays tribute to the contributions that Black Americans have made to American history by their struggles for freedom and equality and provides morale boosting lessons of past struggles for equality and the successes that they achieved; and

WHEREAS the history of Black History Month began when historian Dr. Carter G. Woodson in 1926 organized historians and others through the Association for the Study of Negro Life and History, which he founded in 1915, to encourage the teaching of Black history in the public schools and to designate a

time, initially called Negro History Week, to educate people about Black history and culture as a critical component of the advancement of Blacks in America; and

WHEREAS this year is the Centennial anniversary of the founding of what is now Black History Month, which for one-hundred years has celebrated Black History and has provided examples and guides on how to resist and prevail against governmental and non-governmental sponsored erasure and re-writing of history and the hostile actions that follow an erasure of a people's history; and

WHEREAS this year is also the 250th Anniversary of the Declaration of Independence, a document that includes the historically powerful and currently relevant words "We hold these truths to be self-evident, that all men are created equal," which should be seen as one of the many reasons to celebrate an accurate history of Black Americans as an indispensable part of an accurate and useful American history; and

WHEREAS each February the Association for the Study of African American Life and History designates a new theme for Black History Month in keeping with the practice of Carter G. Woodson and the theme for 2026 is "A Century of Black History Commemorations," highlighting a century of intentional efforts to study, preserve, and celebrate the history, culture, and contributions of people of African descent in America and around the globe.

NOW, THEREFORE, THE SELECT BOARD OF THE TOWN OF BROOKLINE MASSACHUSETTS HEREBY PROCLAIMS THAT:

Black History Month shall be celebrated during the month of February in Brookline.

In furtherance of this Proclamation, the Brookline Select Board hereby:

1. Urges Town Departments and other local governmental and non-governmental bodies to develop programs, ceremonies, and activities to recognize and celebrate Black History Month as appropriate to their missions.

2. Urges residents, visitors, and people passing through Brookline to use the month of February to start a year-round process to study, learn about, and reflect on the history, culture, and contributions of Black people in America, whether American born, foreign born citizens, or immigrants to America.

3. Urges residents, visitors, and people passing through Brookline to take advantage of the many programs being produced for National Black History Month in Brookline and in the surrounding metropolitan area, including those programs listed or linked on the webpages of the Brookline Public Library, the Office of Diversity, Equity, Inclusion, and Community Relations, the Public Schools of Brookline, the Martin Luther King, Jr., Celebration Committee, and the Brookline Select Board.

4. Urges residents, visitors, and people passing through Brookline to use National Black History Month as an opportunity to visit the exhibitions, performances, and lectures related to African American history, literature, and art at local museums, universities, and concert halls.

5. Urges residents, visitors, and people passing through Brookline to study the works of the many creative and intellectual African Americans with connections to Brookline, including:

    - Florida Ruffin Ridley a pioneering civil rights leader, suffragist, and Harlem Renaissance writer who, with her husband Ulysses Ridley, was one of the early Black homeowners in Brookline at 131 Kent Street and the namesake of the Ridley Elementary School in Brookline
    - Roland Hayes, an American tenor who was hailed as having one of the greatest voices of his time and the namesake of the Hayes Elementary School in Brookline
    - Artist John Wilson, a renowned sculptor and artist who lived and worked in Brookline for over 50 years and whose maquette bust of Martin Luther King, Jr. is displayed on the first floor of Brookline's Town Hall
    - Marita Bonner, who wrote for the Brookline High School newspaper, the Sagamore, and became an influential African American short-story writer, essayist, and playwright of the Harlem Renaissance.

Application Form

Translation Available

Profile

Select whether your application is for reappointment or a new application: *

☑ New Application

Lark (First Name) | J (Middle Initial) | Palermo (Last Name)

Email Address

Home Address

City | State | Postal Code

What Precinct do you live in (if known)?

☑ Precinct 15

Primary Phone

Which Boards would you like to apply for?

Zoning Board of Appeals: Submitted

Do you have an existing contract with the Town?

○ Yes ◉ No

Interests & Experiences

If New Applicant, what type of experience can you offer this/these Board(s) & Commission(s)? / If Applicant for Reappointment, list your accomplishments on this Board/Commission during your most recent term.

I previously served on the ZBA but resigned on December 31, 2024 when I moved to Cambridge. I have since moved back to Brookline and am applying for appointment to the ZBA as an Associate Member. During my previous tenure, I chaired and also sat on panels that approved eight Chapter 40B Comprehensive Permit applications, adding over 350 units to Brookline's Subsidized Housing Inventory. My ZBA service also included consideration of requests for zoning relief (e.g. variances, special permits) pursuant to the Town's Zoning By-law and Chapter 40A, as well as special permit applications for four recreational marijuana facilities. I have an extensive background in law and real estate and affordable housing development. I practiced real estate law at WilmerHale for a number of years and subsequently worked on affordable housing legal matters as general counsel at The Community Builders. My last position before retirement was President & CEO of Habitat for Humanity Greater Boston from 2005 to 2020. I also worked in state government on public real estate development matters from 1992 to 1999 as the Commissioner of the Division of Capital Asset Management.

If New Applicant, what type of issue(s) would you like to see this/these Board(s) & Commission(s) address? / If Applicant for Reappointment, what are your future goals on this Board/Commission should you be reappointed?

My goals are to work closely with the Director and staff at the Planning and Development Department to the extent needed to improve the process for zoning appeals in Brookline.

Are you involved in any other Town activities? If so, describe.

None

Do you have time constraints that would limit your ability to attend one to two meetings a month?

No.

ljp_resume_2026.docx
Upload a Resume

Demographics

Ethnicity

Gender

Date of Birth

LARK JUREV PALERMO

EXPERIENCE

HABITAT FOR HUMANITY GREATER BOSTON, INC., BOSTON, MA. 2005-2020

President and Chief Executive Officer

- President and CEO of nonprofit organization engaged in affordable housing development with geographic service area encompassing Boston and 25 surrounding municipalities.
- Directly manage affordable housing development projects, $4M annual operating budget, $7M mortgage loan portfolio, 30-person staff, and over 5000 volunteers a year.
- Formed partnership with two other Habitat for Humanity affiliates and entered into $11M New Markets Tax Credit transaction
- Member of Habitat for Humanity International's U.S. Council and Chair of the Policy Committee
- Responsibilities include long-term and short-term strategic planning, fundraising, budgeting, board relations, board development and volunteer management and coordination.

THE COMMUNITY BUILDERS, INC., BOSTON, MA. 2002-2004

Senior Vice President and General Counsel

- General Counsel and member of 8-person senior management team responsible for management of nonprofit affordable housing development company headquartered in Boston.
- Organization had approximately $500M in affordable housing projects in development, an annual operating budget of $47M, 2000 units of affordable rental housing under management and 400 employees.
- Directly supervised in-house staff of 7 lawyers specializing in affordable housing law, tax credit financing, public housing redevelopment, and fair housing law.

PEABODY & ARNOLD, LLP, BOSTON, MA. 1999-2002

Counsel

- Private law practice specializing in all areas of commercial real estate development, affordable housing law, and government relations matters.
- Chairperson of the Government Relations Practice Group.

COMMONWEATH OF MASSACHUSETTS, DIVISION OF CAPITAL ASSET MANAGEMENT 1992-1999

Commissioner (1993-1999) **General Counsel** (1992-1993)

- Head of state agency responsible for planning, design and construction of all Commonwealth-owned buildings and real estate matters involving the Commonwealth of Massachusetts, including leasing, sale, purchase and redevelopment.
- Directed $200M in annual capital spending on planning, design and construction of facilities for courts, correctional institutions, state hospitals, state and community colleges and the University of Massachusetts.
- Managed 300-person staff including architects, engineers, planners and lawyers.
- Reorganized the Agency to consistently maintain 300 ongoing projects (with total project costs ranging from $1M to $150M) with substantially reduced staff.
- Directly supervised staff and consultants in the development of capital plans for different sectors of government, including courts ($800M), human services ($500M), higher education ($250M) and public safety ($800M)
- Obtained legislative authorization for over $5B in bond funding for capital projects for human services facilities, higher education campuses, correctional facilities and courts.

- Oversaw the Commonwealth's leasing activities for all state agencies, occupying a combined total of over 10M sq. ft. of space.
- Supervised staff and consultants involved in the redevelopment of surplus state properties, including former state hospital properties such as Boston State Hospital, Cushing State Hospital, and Northampton State Hospital and surplus highway department land such as the Wellesley Depot, now Harvard Pilgrim Health Care's corporate headquarters.
- Designed and implemented a unique funding mechanism to finance construction of the Massachusetts Information Technology Center in Chelsea using $150M in MIFA bonds.
- Obtained legislative approval to use alternative methods of construction for special projects.
- Developed creative solutions to address a variety of competing political, economic, and real estate needs identified by the Governor and other members of the Administration.

HALE AND DORR, LLP, BOSTON, MA. (currently Wilmer Hale, LLP) 1986-1992

Partner (1990-1992); **Associate** (1986-1990)

- Private law practice specializing in real estate development, including financing, purchasing, selling, permitting, design and construction of projects located throughout the United States.
- Represented clients in all aspects of projects ranging from $50M to $500M. Obtained necessary zoning relief, permits and negotiated all required documentation such as purchase and sale agreements, zoning opinions, and architects' and construction contracts.

TEACHING EXPERIENCE

UNIVERSITY OF MASSACHUSETTS – BOSTON 1997-2001

Adjunct Faculty Member
Taught courses in management and public policy.

EDUCATION

SUFFOLK UNIVERSITY LAW SCHOOL **J.D.,** ***cum laude*** 1982

BOSTON UNIVERSITY, COLLEGE OF COMMUNICATION **B.S.,** ***cum laude*** 1974

ACTIVITIES/AWARDS

Harvard Institute for Learning in Retirement, Harvard University, Division of Continuing Education
Member 2020 – Present

Brookline Zoning Board of Appeals
Associate Member 2016-2020, Member 2020-2024

U.S. Council – Habitat for Humanity International
Policy Committee Chair & Member – 2011 - 2019

Massachusetts College of Art and Design, Board of Trustees
Member, 1999 – 2009
Chairman, 2005-2007

New England Women in Real Estate, Distinguished Public Service Award - 2000

Lark Jurev Palermo, Esq.
[redacted]

By e-mail

January 29, 2026

Bernard Greene, Chairman
Town Brookline Select Board
333 Washington Street
Brookline, MA 02445

Dear Chairman Greene:

I submitted my application today to serve on the Brookline Zoning Board of Appeals. Previously I was a member of the ZBA from 2016 until December 31, 2024, when I resigned after my husband and I moved to Cambridge. After determining that we preferred living in Brookline, we returned to our home here last summer.

I am retired and have additional time to contribute to ZBA business and would welcome the opportunity to serve the Town again as an Associate Member of the ZBA. During my tenure on the ZBA I developed a thorough understanding of the Brookline Zoning By-law and an appreciation for its application to the needs of the Town, its neighborhoods, and its residents. I chaired and participated on ZBA panels considering requests for zoning relief (e.g. variances, special permits) pursuant to the Town's Zoning By-law and Chapter 40A. I also gained substantial experience in the application of Chapter 40B to several proposed affordable housing projects.

It was a privilege to contribute my experience in real estate law and affordable housing development to the residents of the Town of Brookline. I respectfully request that the Select Board consider appointing me again to be an Associate Member of the ZBA.

With all best wishes,

Lark Jurev Palermo

cc: Jesse Geller, Esq. Chair, Brookline Zoning Board of Appeals
Kara Brewton, Director of Planning & Community Development
Polly Selkoe, Assistant Director of Regulatory Planning

Chestnut Hill Commercial Area Study – DRAFT Zoning
30 January 2026
§5.06.4.p

[…]

a. Chestnut Hill Commercial (CHC) Overlay District: Intent and Purpose
    1) It has been determined through the Chestnut Hill Commercial Area Study, as well as via the 2005 *Town of Brookline Comprehensive Plan*, that potential exists in the Chestnut Hill Commercial Area for careful, planned redevelopment to support the expansion of the Town's commercial tax base and improve the vibrancy and livability of the area. The Chestnut Hill Commercial Overlay District includes the following four Subdistricts indicated in Figure 5.06.4.p.1:
        a. Chestnut Hill Commercial 4.0 Subdistrict (CHC-4)
        High-impact economic development potential area with large, catalytic parcels capable of accommodating taller, mixed-use, campus-style development up to 12 to 14 stories in height that will add significant commercial uses to the area and the Town's tax base. Overlay zoning allows for larger, denser development contingent upon increased commercial activity, open space, and tree canopy provisions. This subdistrict includes two blocks between Boylston Street and Heath Street: CHC-4 West, located between the Newton-Brookline municipal border and Tully Street, and CHC-4 East, located between Tully Street and Holly Lane.
        b. Chestnut Hill Commercial 3.0 Subdistrict (CHC-3)
        Transitional commercial-oriented block. Location on a state highway and adjacency to the 4.0 Subdistrict create the potential for denser development up to 7 stories in height. Serves as an important buffer zone between campus-style and smaller developments.
        c. Neighborhood Mixed-Use Subdistrict (CHC-NMU)
        Moderately dense, multifamily-oriented blocks with neighborhood-focused commercial uses on the ground floor along Boylston and Hammond Street. Maximum heights at a scale similar to already-permitted development (i.e. 4 to 6 stories) along with setback, step back, gateway corner and tree canopy requirements will complement the character of the area while enhancing neighborhood identity, livability, and vitality. Bonus height for projects with at least 50% Affordable Units incentivize additional affordable housing.
        d. Transit-Oriented Mixed-Use Subdistrict (CHC-TOM)
        Urban, transit-oriented mixed-use subdistrict up to 7 stories in height.

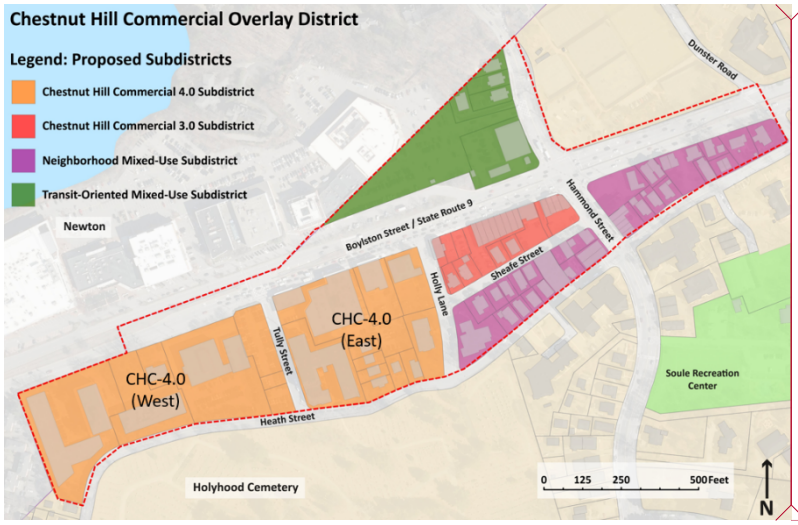
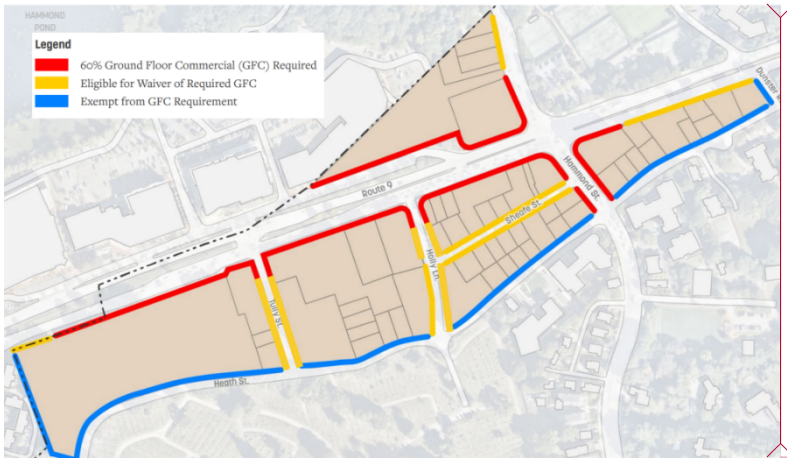


Figure 5.06.4.p.1: Subdistricts within the Chestnut Hill Commercial Overlay District

Commented [MM1]: [Update with color-blind-friendly version with labels inside relevant blocks or with pointers]

2) Conditions for Applicability: The CHC Overlay District is applicable to Projects, as defined under [INSERT DEFINITIONS SECTION REF] that meet the following requirements:
    a. The minimum lot size shall be 21,780 square feet (i.e. a half-acre) of Contiguous Land Area as defined in the [INSERT DEFINITIONS SECTION REF] under common ownership except in the CHC-NMU subdistrict, where the minimum lot size shall be 15,000 square feet of Contiguous Land Area under common ownership;
    b. Projects shall provide Commercial Uses on the ground floor at a minimum depth of 30 feet for a minimum of 60% of each building's frontage along any Large Site Open Space, as well as each public right-of-way, except for Heath Street and Dunster Road. The Zoning Board of Appeals may grant a Special Permit to allow the following exceptions to Sec. 5.04.p.2.b provided that the following conditions are met. Applications shall specify which of the following waivers from Sec. 5.06.4.p.2.b the Project seeks.
        i. By special permit and with a favorable recommendation from the Planning Board to the Zoning Board of Appeals, the Board of Appeals may waive the minimum required percentage of commercial uses on the ground floor along segments of the public rights-of-way as specified below provided that the project design as a whole contributes positively to the activation of, as well as the quality of the pedestrian experience:
            a. along Boylston Street within 500 feet of the easternmost point and 150 feet of the westernmost point of the CHC Overlay District;
            b. along Sheafe Street;

c. along Hammond Street within 200 feet of the northernmost point of the CHC Overlay District;
d. along Holly Lane provided that at least 25 feet of the ground floor along Holly Lane at the intersection with Boylston Street is Commercial Use with a minimum depth of 30 feet; and
e. along Tully Street provided that at least 25 feet of the ground floor along Tully Street at the intersection with Boylston Street is Commercial Use with a minimum depth of 30 feet.



Commented [MM2]: [Placeholder diagram – insert grayscale version]

Figure 5.06.4.p.1: Ground Floor Commercial Requirements

c. Projects in the CHC-3 and CHC-4 Subdistricts shall comply with the following Minimum Commercial Use Requirements:
   i. Projects shall provide both in each phase of development as defined under Phased Development in the [INSERT DEFINITIONS SECTION], as well in the total of any assembled parcels, an Effective Commercial Gross Floor Area Percentage, as defined in 5.06.4.p.14.f, of at least 51%.
   ii. Fulfillment of the Minimum Commercial Use Requirement in Phased Development Scenarios: In cases where the Commercial Use requirement is met through the combination of separate buildings under common ownership on a Contiguous Land Area within the same Project, the temporary or permanent certificate of occupancy for a building or a portion of the building first constructed cannot be issued until the developer has provided evidence to the Director of the Planning & Community Development of financing as well as evidence to the Building Commissioner of breaking ground on the building or buildings with the remaining amount of commercial square footage needed to

comply with the Minimum Commercial Use Requirements and any bonus threshold included in the special permit application.

iii. Maintenance of Required Commercial Uses: Once established, the Commercial gross floor area shall be maintained for the life of the building. Conversion of a space from Commercial Use to non-commercial use may be allowed only if the amount of the displaced Commercial gross floor area is relocated elsewhere in the same Project and the Effective Commercial Gross Floor Area does not fall below the minimum or bonus threshold (if applicable) required for the Project. This provision does not apply to required Ground Floor Commercial Uses.

3) Definitions [MOVE DEFINITIONS SECTION HERE]

4) Procedures
   a. Projects proposed under the CHC Overlay District shall be subject to the procedures, standards, and Special Permit requirement under Sec. 5.09 Design Review.

5) Affordable Housing
   a. Section 4.08 Affordable Housing Requirements shall apply to all Projects proposed under the CHC Overlay District with at least four Dwelling Units with the special provisions allowed under Section 4.08.
   b. An Affordable Housing height bonus is provided for the CHC-NMU Subdistrict to incentivize Projects with at least 50% Affordable Housing.
   c. The Ground-Floor Commercial Incentive Standards and Guidelines adopted pursuant to Section 4.08.10 of the Zoning By-law are applicable to the CHC Overlay District.

6) Table of Use Regulations

Any proposed building shall be allowed to have more than one principal use. For example, a restaurant may be located in the same building as a permitted medical office use or an event and conference facility may be located in a hotel without being considered an accessory use. Accessory Uses incidental to and on the same lot as a principal use are also allowed. Unless otherwise specified in a condition of a Site Plan Review or Special Permit, uses denoted in Table 5.06.4.p.1 below as "Allowed" may be interchanged with other "Allowed" uses without a modification to the Site Plan Review Approval or Special Permit Decision, but any change of uses must comply with the Minimum Commercial Use Requirements in Section 5.06.4.p.3.a.

TABLE 5.06.4.p.1: PRINCIPAL USES (No = Not Allowed, Yes = Allowed, SP = Special Permit Required)						
	#	**Use Category**	**CHC-4**	**CHC-3**	**CHC-NMU**	**CHC-TOM**

Residential Uses	1	Residential, four to eight Dwelling Units within a Building	No	No	Yes	No
	2	Residential, greater than eight Dwelling Units within a Building	Yes	Yes	Yes	Yes
	3	Life care facilities, incorporating independent apartment living units with kitchens combined with supportive medical, nursing, or other shared facilities (note: property owners may *choose* to restrict housing by age as allowed by state and federal laws with respect to fair housing, but it is not a requirement of the CHC Overlay District)	SP	SP	SP	SP
	4	Licensed hospital or other establishment for the care of sick, crippled, or convalescent persons without independent living units including kitchens	No	No	No	No
Hotel Uses	5	Hotel or Limited Service Hotel	SP	SP	SP	SP
Office Uses	6	Medical or Veterinarian Office, including: aesthetic, medical, or dental procedures requiring a license. Also includes laboratories incidental thereto. Does not include overnight boarding of pets for non-medical reasons.	Yes	Yes	Yes	Yes
	7	Other business, professional, or office use	Yes	Yes	Yes	Yes
Automotive Uses	8	Gasoline station or car washing facility	No	No	No	No
	9	Sale, rental, repair, or storage of automobiles or other motor vehicles of greater than three wheels, or of tires or other motor vehicle accessories	No	No	No	No
	10	Other drive-in or drive-through use	No	No	No	No
Retail, Restaurant, and Consumer Services	11	Bank	Yes	Yes	SP	Yes
	12	Storage, self-storage, warehouse, wholesale, jobbing, or distributing establishment	No	No	No	No
	13	Marijuana cultivation, manufacture, delivery, storage, testing, recreational or medical sales, or social consumption	No	No	No	No
	14	Entertainment and recreational facilities, including but not limited to bowling alley, theater, and concert hall but not including adult entertainment facilities, provided that such use is housed in a structure sufficiently sound-insulated so as to	SP	SP	SP	SP

		protect the neighborhood from inappropriate noise in any season				
	15	Health and fitness club not exceeding 2,500 square feet of Gross Floor Area	Yes	Yes	Yes	Yes
	16	Health and fitness club exceeding 2,500 square feet of Gross Floor Area	Yes	Yes	SP	Yes
	17	Firearm business uses	No	No	No	No
	18	Mortuary, undertaking, or funeral establishment	No	No	No	No
	19	Other Retail, Restaurant, & Consumer Services as defined in [INSERT DEFINTIONS SECTION REF] not exceeding 2,500 square feet of Gross Floor Area	Yes	Yes	Yes	Yes
	20	Other Retail, Restaurant, & Consumer Services as defined in [INSERT DEFINTIONS SECTION REF] with 2,500 to 4,999 square feet of Gross Floor Area	Yes	Yes	Yes	Yes
	21	Other Retail, Restaurant, & Consumer Services as defined in [INSERT DEFINTIONS SECTION REF] with 5,000 to 9,999 square feet of Gross Floor Area	Yes	Yes	SP	Yes
	22	Other Retail, Restaurant, & Consumer Services as defined in [INSERT DEFINTIONS SECTION REF] with 10,000 to 65,000 square feet of Gross Floor Area, with a ground floor not to exceed 22,000 square feet of Gross Floor Area with the exception of grocery store uses, which shall not exceed 30,000 square feet of Gross Floor Area on the ground floor.	SP*	SP*	No	SP*
Laboratory Use	23	Research and Development Laboratory. A facility for scientific or medical research, testing, and prototype development in one or more scientific fields, including, but not limited to, life sciences, biotechnology, biomedical research, robotics, medical devices, photonics, or climate technology. Research and Development Laboratory may include a research laboratory for scientific or medical research with a Biosafety Level of Level 1 or Level 2, as defined by and subject to all applicable requirements of the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, and National Institutes of Health (but shall not include Biosafety Level 3 or higher laboratories).	SP	SP	No	No

Industrial Uses	24	Brewery or winery	SP	SP	No	SP
	25	Plumbing shop, carpentry shop, other similar service or repair establishment	SP	No	No	SP
	26	Other industrial or manufacturing uses	No	No	No	No
Other Uses	27	Event center or conference facilities with an occupancy no greater than 600 persons	SP	SP	No	SP
	28	Data centers: Facilities primarily used for the housing, operation, and maintenance of computer servers, data storage systems, and related equipment, including associated mechanical, electrical, and cooling infrastructure, for the processing, storage, and distribution of electronic data.	No	No	No	No
	29	Utilities & Communication uses described as Uses 40 through 41 in Use Table 5.01, except no Large Dish Antenna (Use 40B) shall be permitted	Yes	Yes	Yes	Yes

TABLE 5.06.4.p.2: ACCESSORY USES

(No = Not Allowed, Yes = Allowed, SP = Special Permit Required)

	#	Use Category	CHC-4	CHC-3	CHC-NMU	CHC-TOM
Automotive Uses	30	Underground or structured parking garage or surface-level parking area.	Yes	Yes	Yes	Yes
	31	Electric Vehicle Charging Hub. Public or private parking space(s) served by battery charging equipment for the purpose of transferring electric energy to an Electric Vehicle's battery or energy storage device.	Yes	Yes	Yes	Yes
Other Uses	32	Accessory Dwelling Units, Short-Term Rentals, Residential-based businesses and Daycares, Non-Commercial Greenhouse, Ground-Mounted Solar, and Swimming Pool Accessory Uses as described in Use Table 5.01 as Accessory Uses 51B, 51C, and 58 through 62.	Yes	Yes	Yes	Yes

7) Building Envelope

This section describes the three-dimensional space within which all building construction must occur.

a. Floor Area Ratio (FAR): The maximum Floor Area Ratio is 3.0 in the CHC-3 Subdistrict and 4.0 in the CHC-4 Subdistrict.

TABLE X: MAXIMUM FLOOR AREA RATIO (FAR)	
	Maximum FAR
CHC-4	4.0
CHC-3	3.0
CHC-NMU	n/a
CHC-TOM	n/a

b. Setbacks

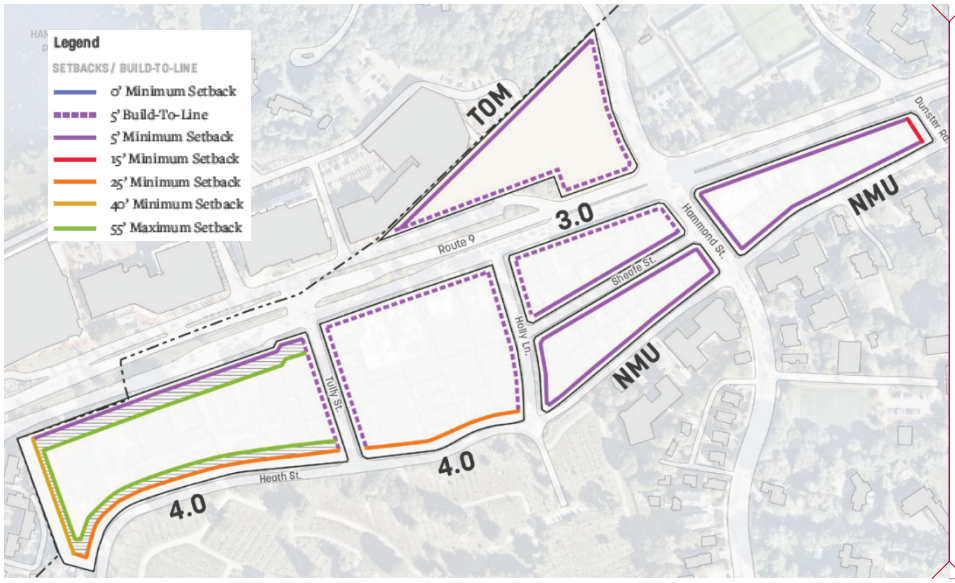


Figure X: Building Setbacks Diagram

Commented [MM3]: Placeholder diagram. [INSERT GRAYSCALE SETBACKS DIAGRAM]

TABLE X: BUILDING SETBACKS					
Depth of Setbacks from:	**CHC-4**		**CHC-3**	**CHC-NMU**	**CHC-TOM**
	West	**East**			
Westernmost Border of the CHC Overlay District	40' min	n/a	n/a	n/a	n/a
Southwestern-most Border of the CHC Overlay District	25' min	n/a	n/a	n/a	n/a
Heath Street	25' min	25' min			n/a

	55’ max		5’ max	5’ max	
Boylston Street	5’ min 55’ max	5’ max	5’ max	5’ max	5’ max
Hammond Street	n/a	n/a	5’ max	5’ max	5’ max
Tully Street	5’ max	5’ max	n/a	n/a	n/a
Holly Lane	n/a	5’ max	5’ max	5’ max	n/a
Sheafe Street	n/a	n/a	5’ min	5’ min	n/a
Dunster Road	n/a	n/a	n/a	15’ min*	n/a
Northernmost Border of the CHC Overlay District	n/a	n/a	n/a	n/a	5’ min*
**May be reduced by Special Permit.*					

i. Minimum 15’ setback along Dunster Road may be reduced to 8’ by Special Permit.
ii. Minimum 5’ setback along the Northernmost border of the CHC Overlay District may be reduced to 0’ by special permit.

c. Space between buildings: In the CHC-4, a Project not separated by a public right-of-way with more than one building three stories or taller shall have at least 25 feet of space between the Project’s buildings and at least 25 feet of space between the Project’s buildings and Lot lines perpendicular to Boylston Street.

d. Maximum Building Height & Step Backs

Building height is measured as the vertical distance from the average finished ground level at the facade(s) to the top of the structural beam or joists at the uppermost story. Height restrictions shall apply to all portions of a structured parking area or building, excepting rooftop equipment including but not limited to elevator penthouses, mechanical equipment enclosures, water tanks and towers, and cooling towers, given that such equipment is appropriately screened as provided in §5.31.1 and §5.75.3.

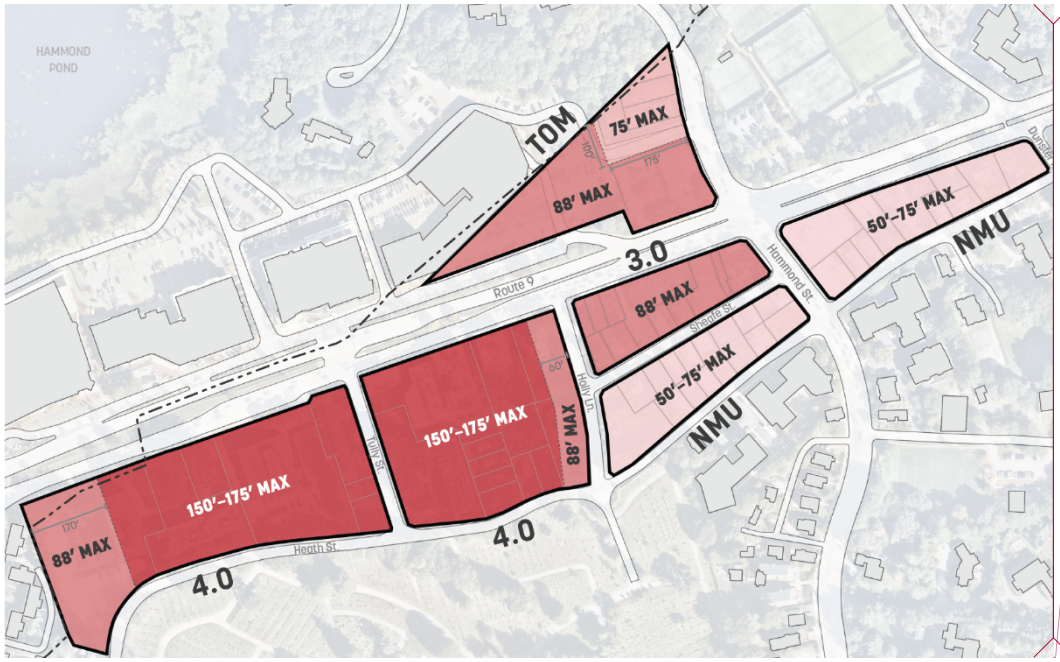
Maximum Building Heights are specified in TABLE 5.06.4.p.2: Maximum Building Height.

Other relief by Special Permit under §5.43, §5.21 and §5.32 shall not apply to the CHC Overlay District.

Commented [MM4]: Note for ZBL Amendment Warrant Article: Exempt CH overlay zoning from §5.43, §5.21 and §5.32.

TABLE 5.06.4.p.2: MAXIMUM BUILDING HEIGHT

	CHC-4	CHC-3	CHC-NMU	CHC-TOM
Maximum Building Height	150’	88’	50’	88’
Maximum Building Height with Bonus	175’	-	75’	-
Within 170’ of the westernmost boundary and 60’ of the easternmost boundary of the CHC-4.0 subdistrict	88’	-	-	-
Within 170’ of the northeastern corner of the CHC-TOM subdistrict	-	-	-	75’



Commented [MM5]: [Placeholder diagram: Replace with grayscale version]

Figure 5.06.4.p.X: Maximum Building Height by Subdistrict

i. Maximum Building Height Bonuses:
   a. In the CHC-4 subdistrict, as outlined in TABLE 5.06.4.p.2, bonus height shall be awarded in such cases wherein the relevant phase of development achieves a minimum Effective Commercial Gross Floor Area Percentage of 60%. Bonus height shall not be awarded within 100’ of the westernmost boundary and 60’ of the easternmost boundary of the CHC-4.0 subdistrict.

b. In the CHC-NMU subdistrict, as outlined in TABLE 5.06.4.p.2, bonus height shall be awarded in such cases wherein at least 50% of the residential units are affordable (i.e. at 30-80% Area Median Income).

Commented [MM6]: [Confirm appropriate range with HAB.]

ii. Building Step Backs:

a. Required Building Step Backs, which are measured from the primary building façade at-grade, are outlined in Table 5.06.4.p.3.

b. The following step backs may be reduced by 5' by special permit:

i. In the CHC-4 Subdistrict:

1. Boylston Street step backs at Stories 3 or 4 and Stories 7 or 8; and
2. Tully Street step back at Stories 7 or 8.

ii. In the CHC-NMU Subdistrict:

1. Heath Street step back at Story 4.

TABLE 5.06.4.p.3: BUILDING STEP BACKS

Depth of Step Backs from Facades Facing:	Above Stories	CHC-4	CHC-3	CHC-NMU	CHC-TOM
Heath Street	1 or 2	-	n/a	-	n/a
	3 or 4*	**10 ft.**	n/a	***10' above Story 4**	n/a
	7 or 8	**20 ft.**	n/a	n/a	n/a
Boylston Street	1 or 2	-	-	-	-
	3 or 4	**10 ft.**	-	-	-
	7 or 8	**20 ft.**	-	-	-
Hammond Street	1 or 2	n/a	-	-	-
	3 or 4	n/a	-	-	-
	7 or 8	n/a	-	-	-
Tully Street	1 or 2	-	n/a	n/a	n/a
	3 or 4	**-**	n/a	n/a	n/a
	7 or 8	**10'**	n/a	n/a	n/a
Holly Lane	1 or 2	-	-	-	n/a
	3 or 4	-	-	-	n/a
	7	-	-	-	n/a
Sheafe Street	1 or 2	n/a	-	-	n/a
	3 or 4	n/a	-	-	n/a
	7 or 8	n/a	-	-	n/a
Dunster Road	1 or 2	n/a	n/a	-	n/a
	3 or 4	n/a	n/a	-	n/a
	7 or 8	n/a	n/a	-	n/a

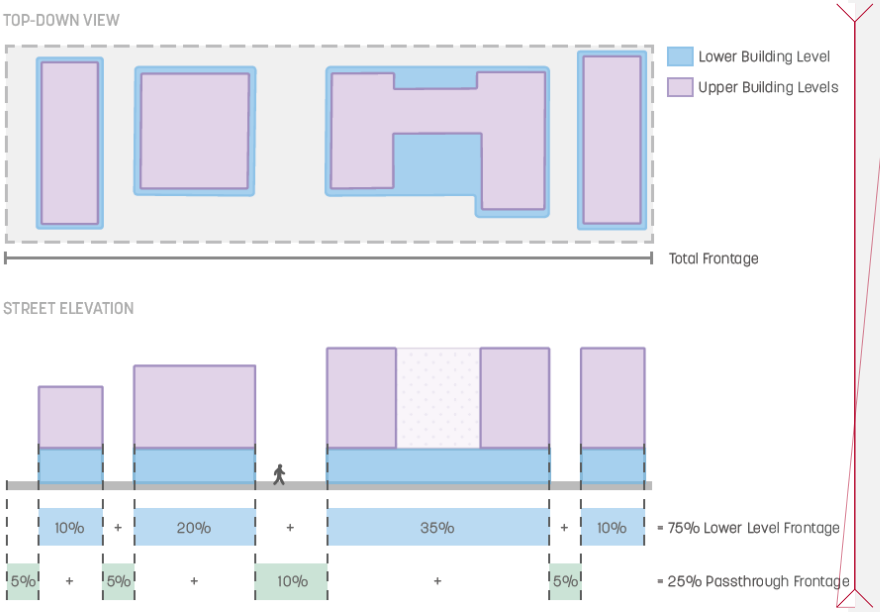
e. Massing Modulation Requirements for Large Buildings:

For buildings longer than 200', inset breaks in the massing must account for a minimum of 30% of any facade facing Boylston Street or Heath Street. The depth of insets along Boylston Street should be a minimum of 15' from the primary building facade at grade, and the depth of insets along Heath Street should be a minimum of 65' from the primary building facade at grade.

f. Frontage Ratio Requirements:

For purposes of this requirement, building facades that are at least three stories tall, within 30 degrees parallel to the street frontage, within 50' of the property line, and visible from the ground level at the property line shall count towards the frontage ratio.

In the CHC-4 West block, a frontage ratio, as defined in 5.06.4.p.14.n, of 70-80% is required. The remaining frontage area must remain open to provide through block connections and other public uses, such as plazas or open spaces.



Commented [MM7]: [Placeholder diagram. Modify and replace with grayscale version.]

Figure 5.06.4.p.X: Example Diagram of Frontage Ratio Calculation in CHC-4.0 West

8) Floor-to-Floor Heights

The minimum finished floor-to-floor height for all ground floor levels with commercial space shall measure no less than 15 feet. Minimum finished floor-to-floor height for all other levels shall measure no fewer than 10.5 feet.

9) Blank Wall Treatment

Blank walls with length greater than 16 feet shall apply at least one of the following treatments such that no portion of the untreated blank wall exceeds 8 feet along Boylston Street or Hammond Street, nor exceeds 16 feet in length along any other Street, Usable Open Space, or Large Site Open Space:

a. Graphics, such as signage, mural, and/or other art installation.
b. Surface texture with projection or recession of at least 2 inches.
c. Living plant material such as a green/living wall, and/or plants of sufficient height to screen the blank wall rooted in the ground or in planters.

10) Parking for Vehicles and Bicycles

a. Vehicular parking requirements for Projects proposed under the CHC Overlay District shall be as follows, superseding any conflicting requirements under Article 6:

TABLE X: VEHICULAR PARKING REQUIREMENTS				
Per Dwelling Unit of Residential Uses, per Room of Hotel Uses, or per 1,000 Gross Floor Area of other Uses	**CHC-4.0 Min-Max**	**CHC-3.0 Min-Max**	**CHC-NMU Min-Max**	**CHC-TOM Min-Max**
General Office Use #7	0.5 - 3.0	0.5 - 3.0	0.5 - 3.0	0.0 - 1.0
Medical Office Use #6	1.5 - 4.0	1.5 - 4.0	1.5 - 4.0	0.5 - 2.0
Hotel Use #5	0.5 - 1.0	0.5 - 1.0	0.5 - 1.0	0.0 - 0.75
Conference / Event Facilities Use #28	0.5 - 4.0	0.5 - 4.0	N/A	0.5 - 2.0
Laboratory Use #24, Industrial Uses #25 through 27, Accessory Uses #31	0.5 - 1.25	0.5 - 1.25	N/A	0.0 - 0.75
Residential Uses #1-3				
Studio	0.0 - 1.0	0.0 - 1.0	0.0 - 1.0	0.0 - 0.5
1-Bedroom	0.0 - 1.0	0.0 - 1.0	0.0 - 1.0	0.0 - 1.0
2-Bedroom	0.5 - 2.0	0.5 - 1.5	0.5 - 1.5	0.0 - 1.0
>2-Bedroom	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0	0.0 - 1.5
Retail, Restaurant & Consumer Services				
Uses #12-20	0.0 – 3.5	0.0 – 3.5	0.0 – 3.5	0.0 - 1.0
Use #21	0.5 – 3.5	0.5 – 3.5	0.5 – 3.5	0.0 - 1.5
Uses #22 and 23	0.5 – 3.5	0.5 – 3.5	N/A	0.0 - 2.0

b. The number of Vehicular or Bicycle Parking Spaces required in a common parking facility may be reduced below the sum of each use requirement by Special Permit if it can be

demonstrated to the Zoning Board of Appeals that the hours or days of peak parking need for the uses are so different that a lower total will provide adequately for all uses served by the relevant facilities. A shared-use parking demand analysis and an operations coordination plan that meet the data requirements specified in the Engineering and Transportation Division's Standards, shall demonstrate to the satisfaction of the Transportation Division that the respective peak parking demands for each use do not coincide.

c. Vehicular and bicycle parking minimums may be decreased by 30% only for permanently age-restricted dwelling units.
d. Vehicular parking maximums may be increased by 20% by Special Permit following positive recommendation by the Director of Engineering and Transportation or their designee and subject to conditions to mitigate any traffic impacts.
e. Electric Vehicle Readiness: Section 6.10 Electric Vehicle Readiness shall apply.
f. For Parking Lot Design Standards only, Sections 6.01, 6.03 and 6.04 shall apply, except that overnight parking may be restricted to residential uses and individual residential parking spaces may be designated if part of a condominium structure. Additionally:
    1. no more than 2% of the total number of vehicular parking spaces for four or more hours of occupancy shall be allocated to surface parking;
    2. the exterior boundary of parking structures shall screen the full height of each parking level, although such screening may be permeable for ventilation purposes; and
    3. parking structure ventilation shall be designed to minimize impact to Dwelling Units.
g. For Bicycle Parking Definitions and Design Standards only, Section 6.05 shall apply.
h. For the number of bicycle parking spaces required, Table X Bicycle Parking Requirements below supersedes Section 6.05.
i. Short-Term Bicycle Parking Spaces shall be located outside of the building footprint and easily identified by visitors to the Project.

TABLE X: BICYCLE PARKING REQUIREMENTS				
LT = Long-Term Bicycle Parking Space **ST = Short-Term Bicycle Parking Space**				
Per Dwelling Unit of Residential Uses, per Room of Hotel Uses, or per 1,000 Gross Floor Area of other Uses	**CHC-4.0** Min	**CHC-3.0** Min	**CHC-NMU** Min	**CHC-TOM** Min
General or Medical Office Uses #6 and 7	0.25 ST	0.25 ST	0.25 ST	0.5 ST
Laboratory Use #24, Industrial Uses #25 through 27, Accessory Uses #31	0.25 ST	0.25 ST	N/A	0.5 ST
Hotel Use #5	0.05 ST	0.05 ST	0.05 ST	0.05 ST
Conference / Event Facilities Use #31	0.05 ST	0.05 ST	n/a	0.05 ST
Residential Uses #2 and 3				
Studio	0.1 ST / 0.15 LT	0.1 ST / 0.15 LT	0.1 ST / 0.15 LT	0.1 ST / 0.25 LT

1-Bedroom	0.1 ST / 0.15 LT	0.1 ST / 0.15 LT	0.1 ST / 0.15 LT	0.1 ST / 0.25 LT
2-Bedroom	0.1 ST / 0.15 LT	0.1 ST / 0.15 LT	0.1 ST / 0.15 LT	0.1 ST / 0.25 LT
>2-Bedroom	0.25 ST / 0.25 LT	0.25 ST / 0.25 LT	0.25 ST / 0.25 LT	0.25 ST / 0.5 LT
Retail, Restaurant & Consumer Services				
Uses #12-20	0.25 ST	0.25 ST	0.25 ST	0.5 ST
Use #21	0.5 ST	0.5 ST	0.5 ST	0.75 ST
Uses #22 and 23	0.5 ST	0.5 ST	n/a	0.75 ST

11) Pedestrian Circulation

Commented [MM8]: [Insert diagram]

a. In the case of contiguous parcels located between Boylston Street and Heath Street with frontage on both streets, reasonable and efficient handicapped accessible, public pedestrian direct through-access must be maintained between these two public rights-of-way at an interval not exceeding 250 feet along either right-of-way. No through-access, ingress, or egress located within 30 feet of Tully Street may satisfy the requirements of this subsection.
b. In the CHC-TOM subdistrict, a reasonable and efficient, handicapped accessible public pedestrian path providing through-access between Boylston Street and Hammond Street shall be provided. Through-access or points of ingress or egress shall not be within a 170 feet radius of the northwestern corner of the Boylston and Hammond Street intersection.

12) Open Space

a. For the CHC-NMU and CHC-3 Subdistricts, the minimum On-site Usable Open Space shall be 25 square feet per Dwelling Unit.
b. For the CHC-TOM Subdistrict: A minimum of 10% of the Lot Area shall be dedicated as Landscaped Open space, including landscaping or vegetative buffers, of which hard surfaced walks and terraces may not exceed 50 per cent of the total required landscaped open space.
c. For the CHC-4 Subdistrict:
    i. a minimum of 15% of the Lot Area shall be dedicated as Landscaped Open space, including landscaping or vegetative buffers, of which hard surfaced walks and terraces may not exceed 30 per cent of the total required landscaped open space, and
    ii. an additional 5% of the Lot Area shall be dedicated as Large Site Open Space as defined below.

13) Tree Canopy

Trees shall be planted and healthily maintained, including adequate watering during establishment, sufficient to create mature canopy coverage equal to the following minimum Lot Area, based on the size of the Lot, as follows:

Lot Size	Minimum Percent of Lot as Tree Canopy
<1 acres	2%
1 to 1.5 acres	5%
1.5 to 2 acres	9%
2 acres or greater	15%

Each square foot of vegetated green roof may offset a square foot of tree canopy requirements. If approved by the Tree Warden, an applicant may offset tree canopy requirements per square foot with those planted and maintained in the public way within 500' of the Lot.

Additionally, the Tree Canopy requirement may be reduced if the Tree Warden agrees that the design of included Green Infrastructure methods provides a similar magnitude of at least two of the following tree canopy functions: reducing urban heat island effects, reducing stormwater runoff quantity, providing a carbon sink, or providing wildlife habitat or forage materials. The design may include, but is not limited to, the provision of Green or Cool Roofs, Pollinator Gardens or Pathways, Bioswales, and Rain Gardens.

Trees that are planted on-site may simultaneously count as mitigation related to other By-Laws such as the Tree Preservation Bylaw. However, any off-site tree planting or payment in lieu of this tree canopy standard shall not be also accounted for to comply with other By-Laws.

14) Pedestrian, Bicycle, Streetscape & Vehicular Infrastructure Improvements

Any applicant utilizing the CHC Overlay District shall devote no less than 2% of the hard construction cost of constructing its Project (including any building, site work, above ground or underground structures, but exclusive of tenant fit-up) to making off-site streetscape improvements (such as, but not limited to, intersection safety improvements, pedestrian-scale lighting, public art, street furniture) or public safety improvements (collectively, “Mitigation Work”) within a quarter mile of the CHC Overlay District boundaries. In addition to review by the Planning Board, a plan of any proposed off-site improvements shall be submitted for the review and approval of the Director of Engineering & Transportation and the Director of Parks and Open Space or their designees. Alternatively, the applicant may make a financial contribution to the Town in an equivalent dollar amount to be used by the Town for such purposes.

For applications with projects over 100,000 square feet of non-residential space or 100 residential units, which will also be preparing a Transportation Impact Study and an Access Plan

Agreement (which includes a specific mitigation plan, conditions, and an annual permit to monitor mode split and traffic conditions), the Mitigation Work value may be reduced to a number less than 2% but no less than 1.25% by an agreement with the Town through its Select Board, and recommended by the Director of Engineering & Transportation, if that agreement demonstrates that the project and any offsite vehicular mitigation work provided by the applicant separately will fully offset all vehicular impacts directly caused by the project described in the application. In this case, funding based on the agreed upon percentage of hard construction costs shall be devoted to: (a) pedestrian, bicycle, and streetscape improvements; and (b) funds towards planning, designing, or implementing any pedestrian, bicycle, streetscape, or vehicular infrastructure improvements that the town is pursuing within a quarter mile of the CHC Overlay District boundaries to mitigate the cumulative impacts of developments anticipated in the CHC Overlay District.

15) Design Standards & Guidelines

Design Standards & Guidelines are applicable to all Projects under the CHC Overlay District and shall be used as the review criteria by the Review Authority, the Planning Board. The Planning Board may modify the design guidelines, but not the standards reflecting requirements under the Zoning By-Law, applicable to the CHC Overlay District. Public notice and the opportunity for public comment shall be given prior to the Planning Board's adoption or amendment of the CHC Overlay District's design guidelines. In addition to any Design Guidelines adopted by the Planning Board for the CHC Overlay District, the following Design Standards shall also be applied:

a. Building façades parallel to or within 45 degrees of parallel to any property line shall be designed and constructed with equal care and quality.

Commented [MM9]: [Update this section as draft Design Guidelines are revised, and some provisions are moved to this Zoning section as a Design Standard.]

16) Signage

For the campus-style development anticipated in the CHC-4 Subdistrict, and notwithstanding the requirements of Article VII, by Special Permit the Zoning Board of Appeals may adjust or waive applicable signage requirements following a review and favorable recommendation by the Planning Board affirming that proposed signage adequately conforms to the CHC Overlay District's design guidelines and would bear minimal impacts to surrounding residentially-zoned areas, in its determination.

17) Definitions

Refer to Section 2 of the Zoning By-Law for any capitalized term used in this Section 5.06.4.p that is not included below or defined earlier in this Section 5.06.4.p:

a. **Bioswale:** swales that use vegetation and an engineered media beneath the swale to improve water quality, reduce the runoff volume, and modulate the peak runoff rate, usually located adjacent and parallel to lengths of impervious area to collect sheet flow of runoff.

b. **Commercial Use**: Any use other than Residential (Uses #1 through 4), Utility & Communication Use #30, and Accessory Uses.
c. **Contiguous Land Area**: A single, unified expanse of land in which all parcels or lots are physically connected to one another by shared boundaries or points of contact, such that the area functions as one continuous site for the purposes of development under the CHC Overlay District Zoning requirements. Parcels are considered contiguous when they abut directly or are separated only by public rights-of-way, private driveways, or internal access ways.
d. **Cool Roof:** Roofs designed to reflect more sunlight than a conventional roof.
e. **Green Roof:** A permanent rooftop planting system containing live plants in a lightweight engineered soil medium.
f. **Green Infrastructure:** measures that use plant or soil systems, other permeable surfaces and substrates, stormwater harvest and reuse, or landscaping to reduce the current and future impacts of climate change.
g. **Effective Commercial Gross Floor Area Percentage**: The minimum percentage of commercial area required to utilize the CHC-3.0 and CHC-4.0 subdistrict overlay zoning, as well as any density or height bonuses available in those subdistricts, shall be calculated by applying the following Effective Factors to the Gross Floor Area in the numerator, but not the denominator:
    i. Effective Factor of 1.5 for: Hotel Use (Use #5), including any accessory Event or Conference Center Facilities (Use #28); Laboratory Use (Use #24); and Retail, Restaurant, & Consumer Services not exceeding 2,500 square feet of Gross Floor Area (Use #20).
    ii. Effective Factor of 1.25 for: Retail Use #21 or 22 (i.e. Other Retail, Restaurant, & Consumer Services with 2,500 to 9,999 square feet); and Medical Office Use #6, not including Veterinarian Office.

    For example, an application with 200,000 square feet of Gross Floor Area of Residential Uses and 200,000 square feet of Gross Floor Area of Hotel Use would have a 75% Effective Commercial Ratio:

    [1.5 x (200,000 sq. ft of Hotel Use)] / 400,000 sq. ft. of Total Gross Floor Area = 75%

h. **Façade Zone**: For purposes of both the ground floor commercial, as well as frontage ratio, requirements, building facades that are at least three stories tall, within 30 degrees parallel to the street frontage, within 50' of the property line, and visible from the ground level at the property line shall count towards the frontage ratio.
i. **Frontage Ratios**: The percent of a given street frontage that is occupied by buildings. For example, a frontage of 1,000 feet with buildings along 500 feet would have a frontage ratio of 50%; the remaining 500 feet would be space between buildings, such as roads or open

spaces. Frontage ratio requirements seek to balance the need for a continuous, welcoming street wall with porosity providing visual and physical connections through larger blocks within the overlay district.

j. **Large Site Open Space**: Usable open space in the CHC-4.0 located at ground level that is: conspicuously visible from at least one right-of-way; at least 4,000 contiguous square feet no less than 40 feet in any dimension; not restricted in access or visibility by fences or walls; and contains activating public amenities including, but not limited to, benches, picnic tables, playground equipment, public art, shade structures or tree canopy, water fountains or features, multipurpose or performance spaces, or similar amenities with clearly articulable public benefits. Such public amenities shall be located at a minimum of every 900 square feet.

k. **Open Space, Landscaped:** The part or parts of a lot at ground level designed and developed for pleasant appearance in trees, shrubs, ground covers and grass, including other landscaped elements such as natural features of the site, walks and terraces. Such space may not include lot area used for parking, access drives or other hard surfaced areas, except walks, and terraces as noted above, designed and intended for non-vehicular use.

l. **Open Space, Useable**: May include private or common access, and includes balconies, roof decks, or ground-level space open to sky, excluding shading devices. Useable open space may also include Large Site Open Space.

m. **Phased Development**: A coordinated development approach whereby the total project is implemented over time through a series of interrelated phases, the timing, sequencing, and scope of which are outlined in the special permit application, that collectively fulfill the zoning overlay requirements, approved special permit requirements, and public benefit commitments.

n. **Pollinator Garden or Pathway:** A garden or pathway of at least 50 square feet comprised primarily of native plants with high-habitat and foraging value for local pollinator species throughout the entire year.

o. **Project**: [INSERT DEFINITION]

p. **Rain Gardens:** Specially designed planted depressions in the ground that collect, filter, and treat stormwater.

q. **Other Retail, Restaurant, and Consumer Services:** Establishments primarily serving local business needs of residents in the vicinity, including: *retail* uses not limited to food store, variety, clothing, hardware, book, flowers, drugs; *eating places* not limited to restaurant, place for the sale and consumption of beverages, ice cream and the like; *service-based businesses* not limited to barber, beauty shop, laundry and dry-cleaning, shoe repair, tailoring, or other similar use; *arts and education-based uses* not limited to painting or pottery classes, music or dance/movement classes, or other academic enrichment classes. Distribution centers or warehouses are not included. *Live entertainment and dancing* shall only be allowed in establishments of 5,000 square feet or more of Gross Floor Area.

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Town of Brookline

Chestnut Hill Commercial Area Design Guidelines & Standards

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Overview

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Site Context

The Chestnut Hill Commercial Area Study (CHCAS) consists of 27.8 acres over roughly six blocks along Route 9 / Boylston Street at Brookline's shared municipal border with Newton. Five of these blocks are located south of Route 9, and bounded by Dunster Road on the east, Heath Street on the south, and the border with Newton on the west. The sixth 'block' is located at the northwest corner of Route 9 and Hammond Street, and extends west to the border with Newton; this last area is more of an assortment of frontage parcels than a true block, comprised of surface parking lots, a drugstore, several 1-2 family parcels, and three lane access drive for a shopping mall.

The northeastern portion of the study area is within a five minute walk of the Chestnut Hill T station along Hammond Street. Hammond Street also serves as a key access route to four nearby schools. The area also shares a large frontage with the Holyhood Cemetery to the south, which complements the Hammond Pond Reservation to the north, as another lush oasis for passive recreation.



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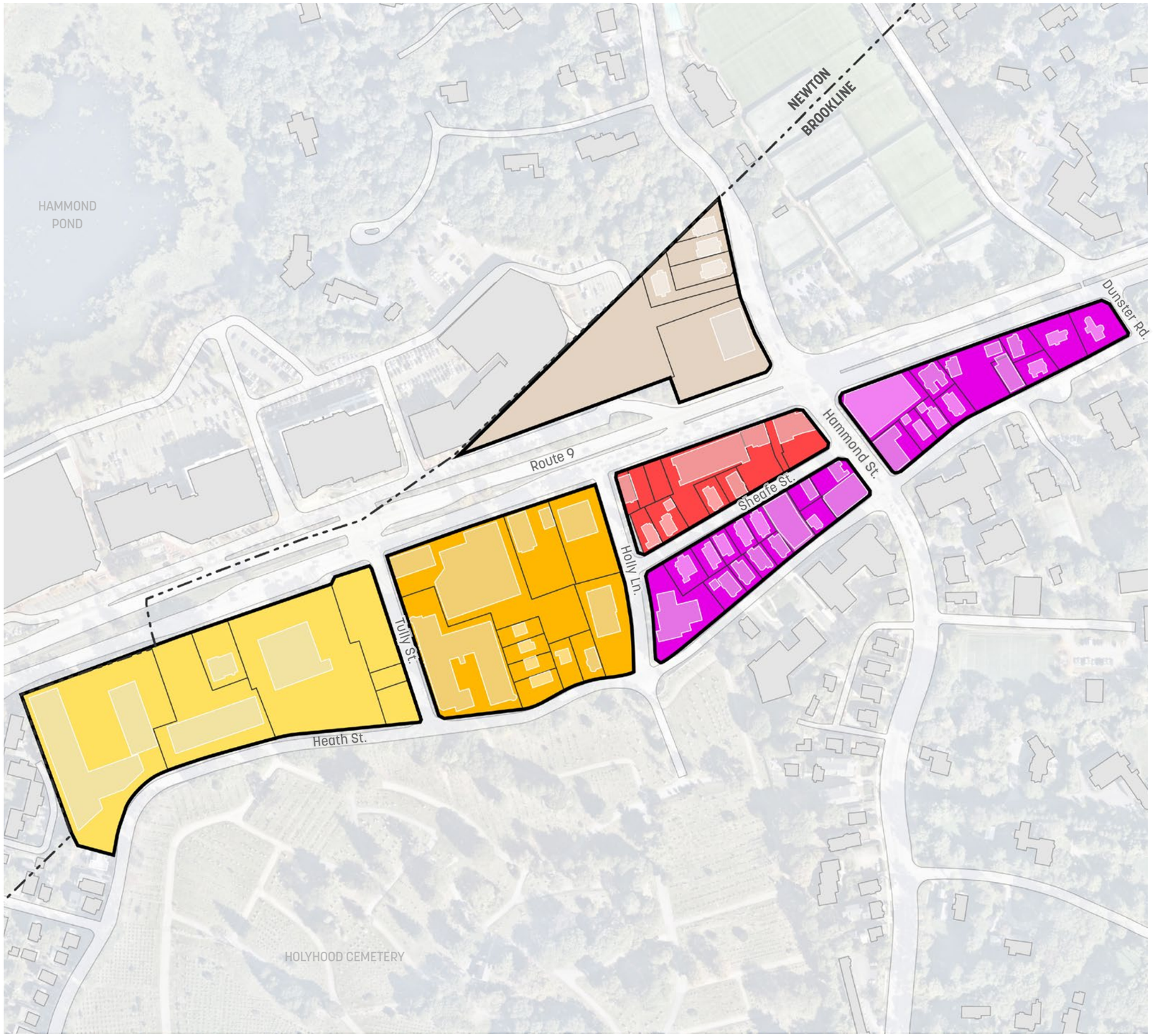
Overlay Subdistricts

The six blocks of the study area are divided into four subzones with distinct zoning regulations tied to the Town's aspirations to incentivize significant net new commercial tax growth, and enhance the livability and identity of the Chestnut Hill Commercial Area. The Commercial 4.0 (CHC-4.0) subdistrict comprises the blocks west of Holly Lane bounded by Route 9 and Heath Street. Tully Street divides the subdistrict into two blocks: the western block (west of Tully Street) and the eastern block (east of Tully Street).

The Commercial 3.0 (CHC-3.0) subdistrict includes a single block bounded by Holly Lane on the west, Hammond Street on the east, and Sheafe Street to the south. The Neighborhood Mixed Use (NMU) subdistrict includes two blocks flanking Hammond Street and bounded by Heath Street on the south, Holly Lane on the west and Dunster Road to the east. The 'block' or parcels north of Route 9 comprise the Transit Oriented Mixed Use (TOM) subdistrict.



Legend

- West Block: Chestnut Hill Commercial (CHC-4.0)
- East Block: Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)

0 125′ 250′ 500′

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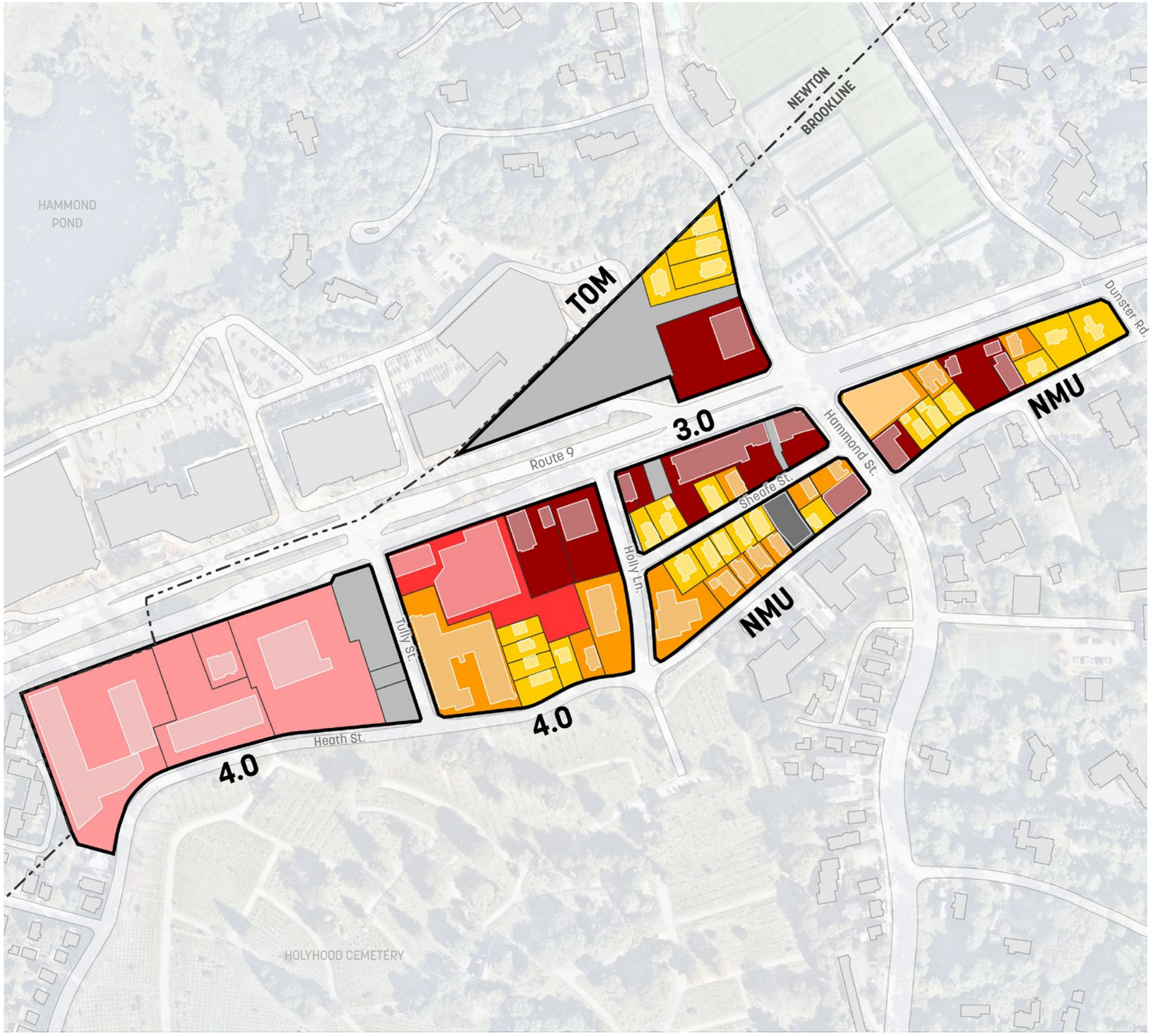
Existing Land Use

Commercial uses are predominant to the west and along Route 9, while a mix of smaller scale commercial and residential uses exist along Heath Street and the eastern portion of the study area. For future redevelopment within the subdistricts, the minimum parcel size requirement is 21,780 square feet or ½ an acre, and intended to incentivize consolidation of smaller parcels over time. In the NMU subdistrict, the minimum lot size is 15,000 square feet. The CHC-4.0 and CHC-3.0 subdistricts also have requirements that at least 51% of the Gross Floor Area is commercial, and all subdistricts have minimum ground floor commercial use requirements. Together, these zoning requirements aim to support a gradual transition to a larger scale of development with a mix of uses and active public realm.



Legend

- Single or Two Family Housing
- Multi-Family Housing / Apartment
- General Office
- Other Commercial
- Retail
- Mixed Use
- Parking
- Car Related

0 125′ 250′ 500′

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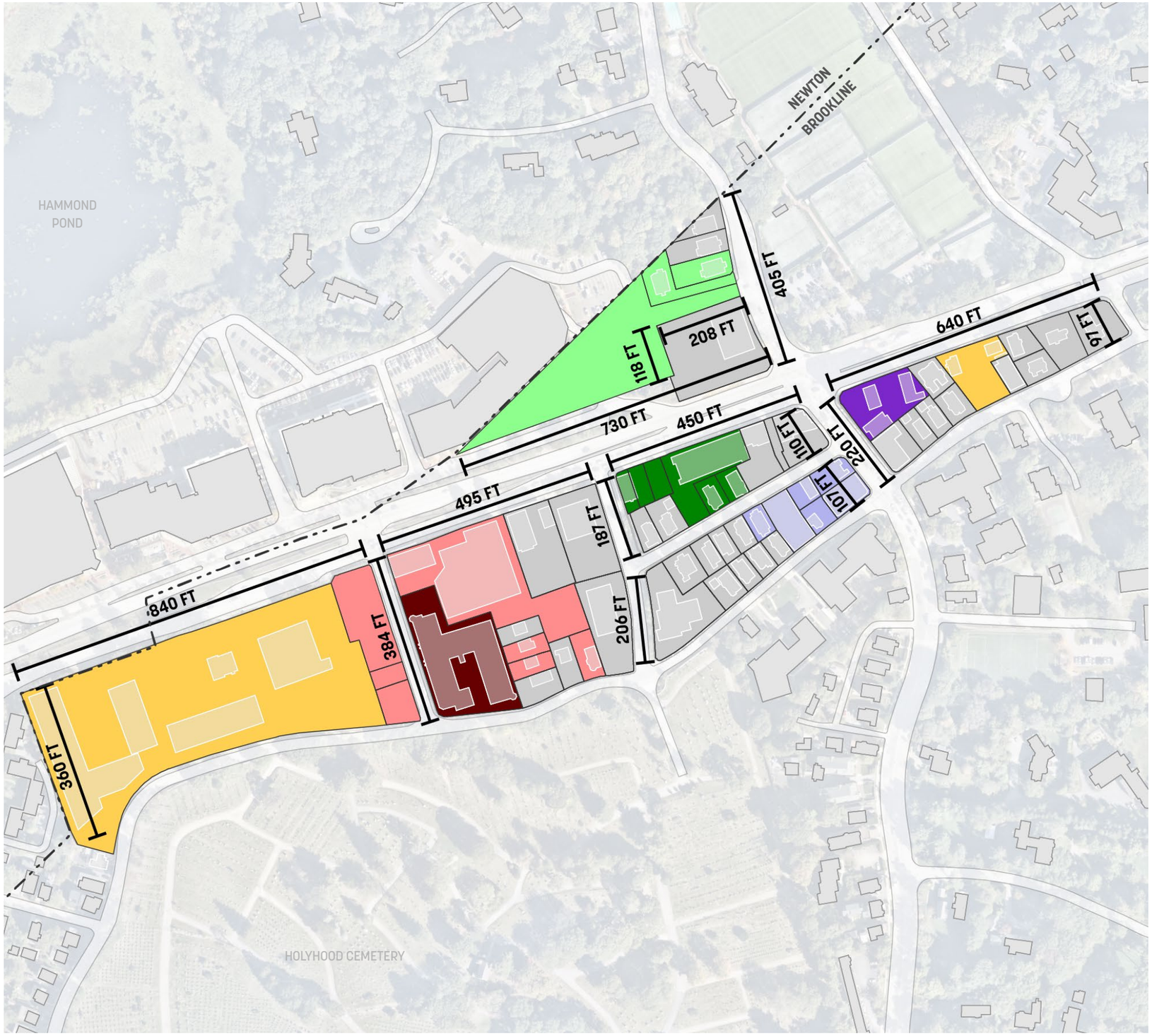
Parcels & Ownership

Within the study area there are a number of parcels under common ownership which are more likely to see near-term redevelopment under the new zoning standards. The first of these includes the majority of the western most block in subdistrict CHC-4.0 which is owned by City Realty. Growth Companies, WS Development, and Salvatore Capital Partners also own a number of parcels within the CHC-4.0, CHC-3.0, and TOM subdistricts.



Legend

- City Realty
- Growth Companies
- Chestnut Hill Property Co LLC
- WS Development
- Salvatore Capital Partners
- Chestnut Hill Realty Ventures (40B)
- Chestnut Hill Realty Ventures (40B)
- Owned by others

0 125′ 250′ 500′

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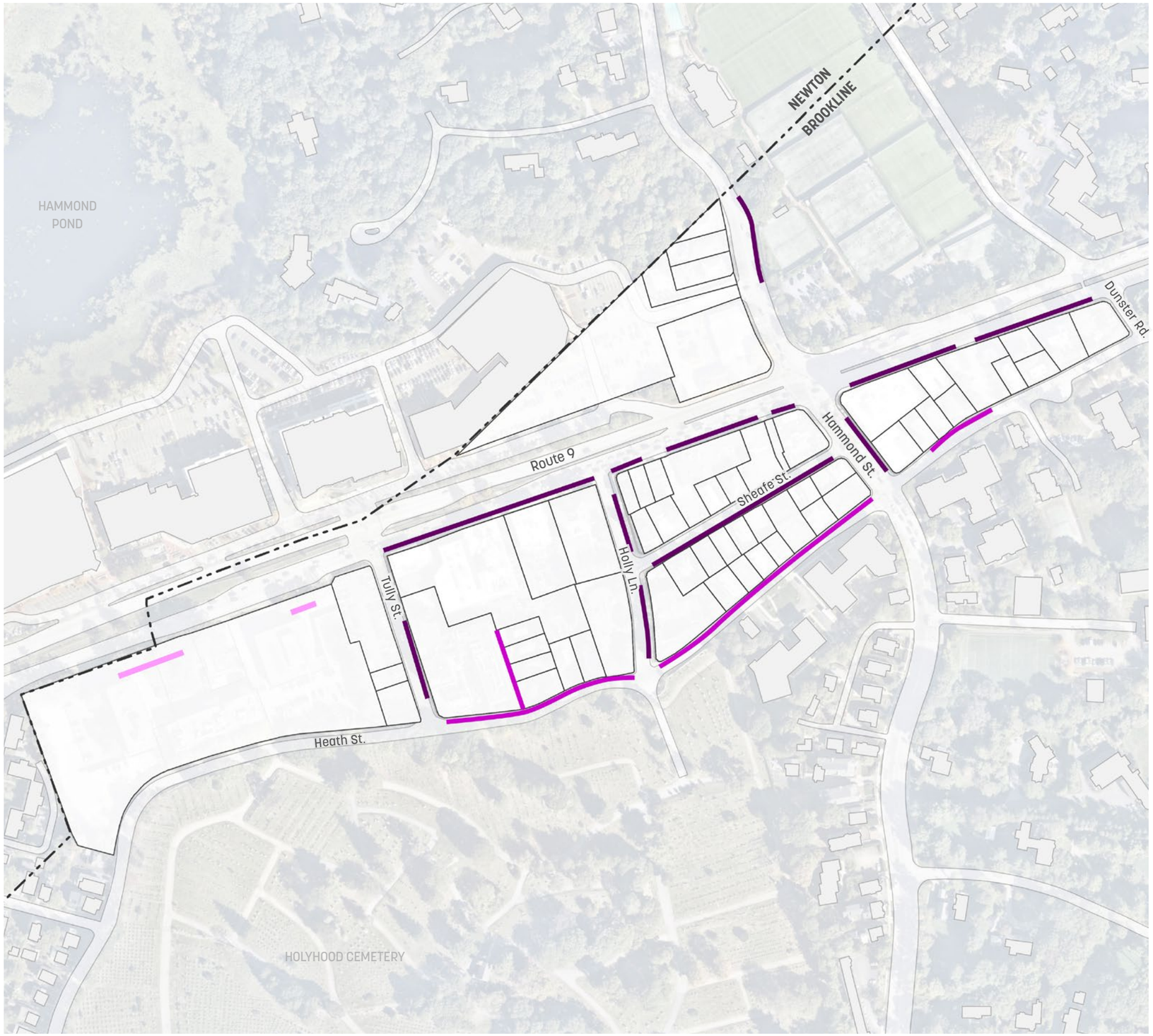
On Street Parking

Existing on street parking tends to be one-sided, and ranges from metered parking or striped parking to informal conditions along Heath Street, and proposed 'teaser parking' for retail uses on private streets proposed in subdistrict CHC-4.0. As the district redevelops and streetscape improvements are made, street parking should be maintained, but balanced with other dynamic curb uses such as rideshare zones, and micro-mobility hubs that make it easier to connect to transit, and to get around without a personal vehicle. This might look like increasing street parking in some locations by consolidating curb cuts, but decreasing in others to accommodate two-way travel, sidewalks, or bike lanes.



Legend

- Street Parking
- Unmetered Street Parking
- Proposed Private Development Street Parking

0 125′ 250′ 500′

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Planning Framework

Intent

This section introduces the overall goals and vision for the study area, which provides the foundation for the guidance in subsequent sections of this document, including public realm, massing controls, and design controls. This section begins by introducing key principles to guide development with the aim of maximizing the area's potential as a dense, walkable, mixed-use neighborhood. Existing street networks and access are analyzed, and a street hierarchy is proposed to promote circulation, walkability, and functionality across the study area. Building on that, this section then explores appropriate frontage zones for different active ground-floor conditions throughout the study area. Finally, this section provides recommendations for pedestrian access networks and open spaces that facilitate livability and accessibility throughout the study area. Together, this planning framework provides the basis for fostering a neighborhood that promotes the community's goals and well-being across the public and private realms.

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Development Principles

The key objectives outlined for the Chestnut Hill Commercial Area study aim to incentivize significant new commercial tax growth, and enhance the livability and identity of the area.

The following development principles draw on those objectives, as well as input gathered from the community. These principles aim to transform the study area into a dense, walkable, mixed-use neighborhood that maximizes its potential as a central destination while addressing critical community concerns regarding mobility, aesthetics, and parking.



Develop the Area as a Unified District

Transform the area to a cohesive and vibrant destination with signature public realm design and active programming to attract diverse users to the site after 5pm and on weekends.



Prioritize High-Density Mixed-Use Development

New development should consist of commercial and residential uses with active ground floor uses configured in ways that enhance the public realm experience.



Emphasize Green Space and Environmental Resilience

New development should prioritize incorporating green space, and shade trees, to provide shared amenities for the district, and help improve pedestrian comfort during summer months.



Provide Adequate and Concealed Parking

All necessary parking should be kept below grade or screened from view in garages. Garages should be integrated into the architectural expression of the commercial and residential buildings that they support, and contribute to active ground level uses.



Create a Pedestrian-First Environment

The area must be fundamentally redesigned to improve safety and accessibility for pedestrians and cyclists, and increase opportunities for walkable retail experiences.



Require High-Quality Architectural Design at a Human Scale

Buildings should feature high-quality building materials, articulation, and sufficient setbacks to accommodate welcoming sidewalks, shade trees, and seating areas.



Maximize Transit Integration and Reduce Vehicular Trips

Incorporate dynamic curb zones to support ridesharing or shuttle service, and dedicate space for micromobility solutions to connect to transit. Provide practical commercial programming such as bodegas to make it easier for people who live and work in the area to avoid extra vehicular trips.

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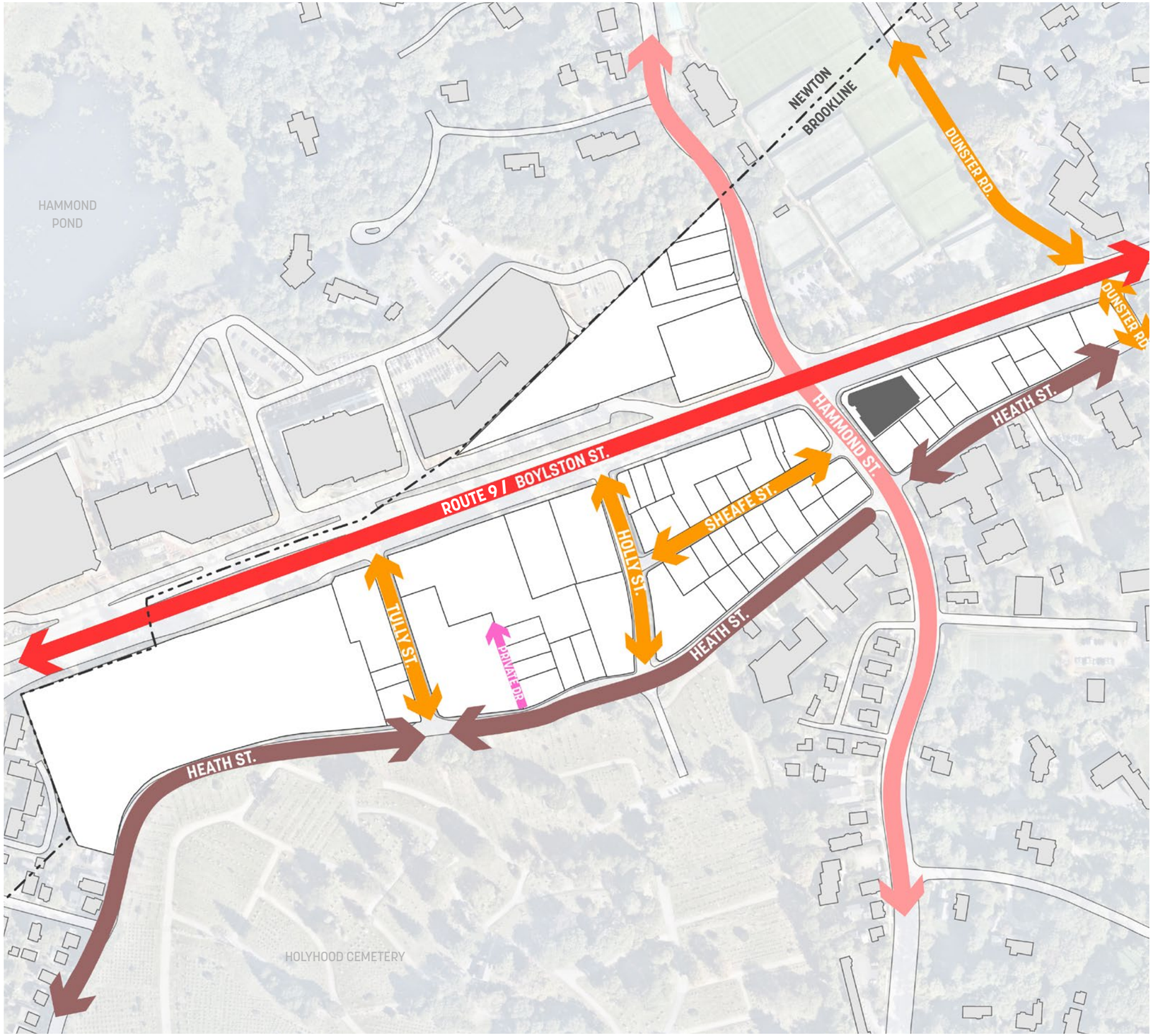
Street Network

Heath Street, Tully Street, Holly Lane, and Sheafe Street all represent opportunities for redevelopment to create an improved streetscape experience and help unify the study area as a walkable mixed use district. The cross section of Heath Street in particular is highly variable from west to east, and the portion between Tully and Holly lacks adequate pedestrian facilities. As part of the redevelopment, Heath Street should be incrementally improved to create a more consistent and welcoming experience for all modes of travel.



Legend

- Route 9 / Boylston St.
- Hammond St.
- Heath St.
- Tully St., Holly Ln., Sheafe St., Dunster Rd.
- Private Ways

0 125′ 250′ 500′

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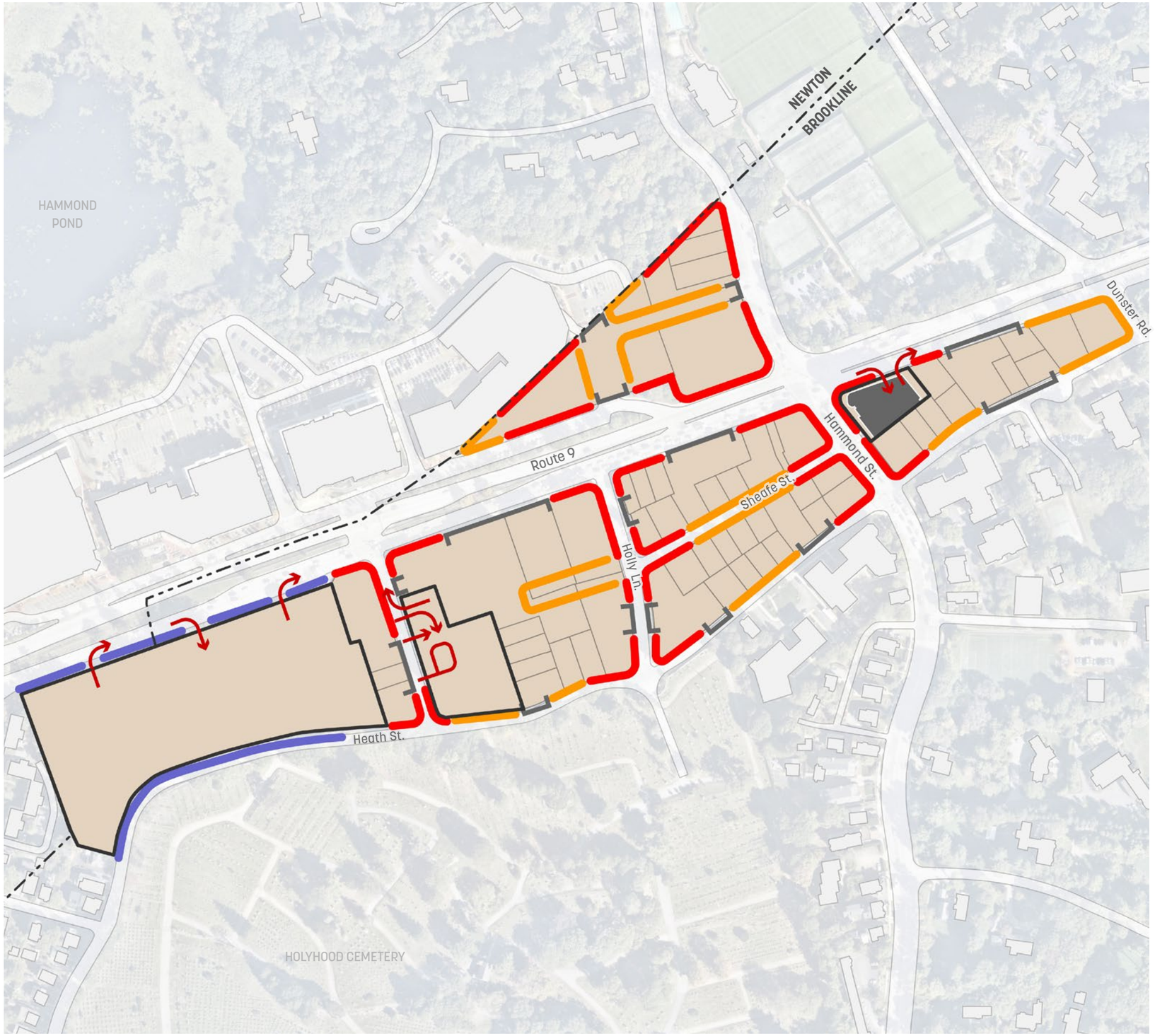
Frontage Zones

The frontage zone diagram indicates existing and proposed egress points to recently constructed and proposed projects, as well as the senior living facility on Holly and Heath which are all relatively fixed for the foreseeable future.

Within this context, the diagram identifies frontage zones which are likely appropriate for additional service and parking access, as well as primary and secondary frontage conditions which should be programmed with ground floor commercial spaces and other active uses to support a dynamic and walkable public realm. More detailed requirements for each of these frontage types are outlined in the Building Elements section of the Design Guidelines, as well as the zoning.



Legend

- Existing Service & Parking Access Points
- Current & Recent Development
- Future Parking Access & Service Areas
- Primary Frontage
- Secondary Frontage
- Campus Frontage

0 125′ 250′ 500′

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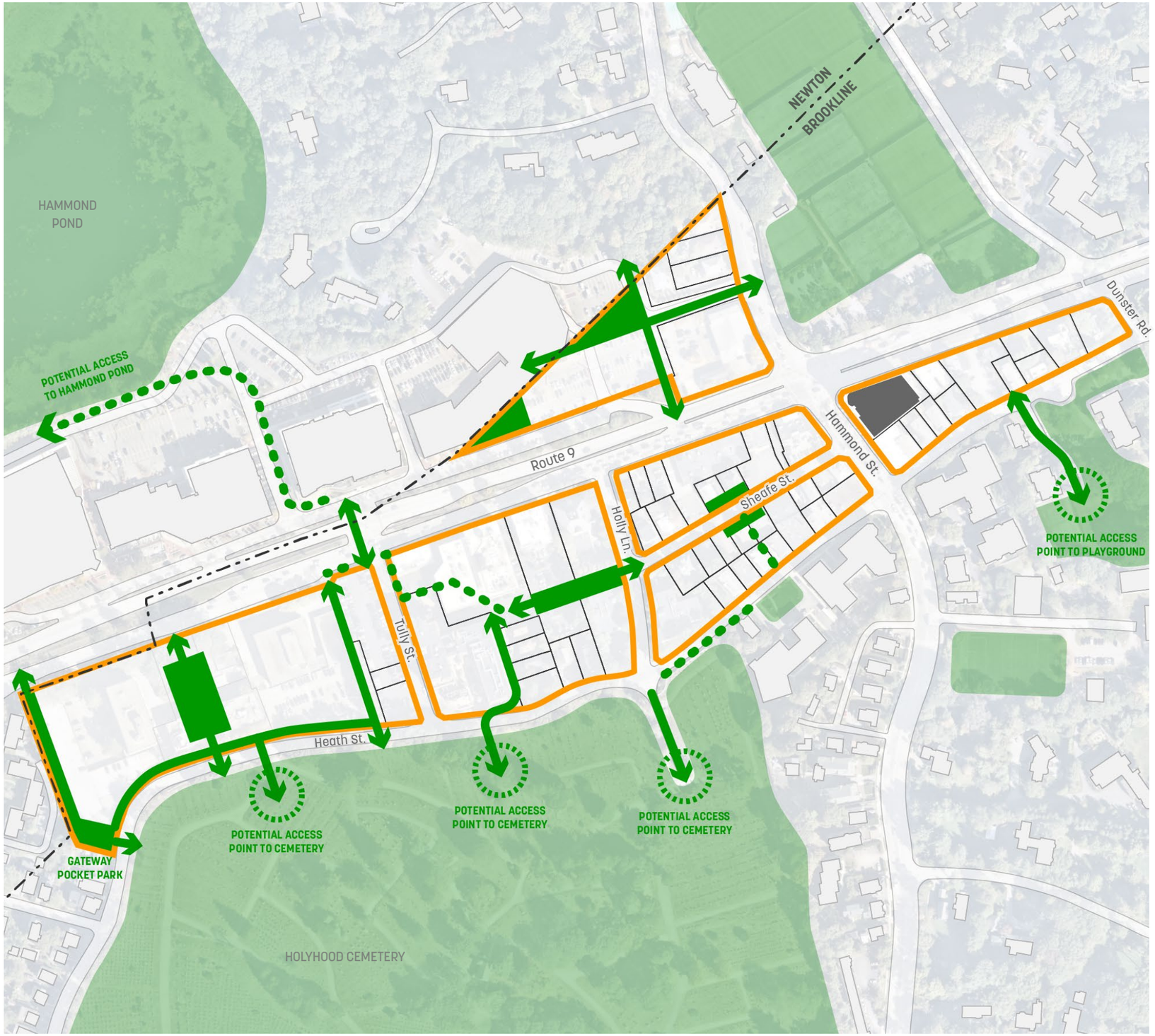
Pedestrian Network

Open spaces in the form of parks, plazas, mews, and shared streets should provide opportunities within each block of the various subdistricts for pedestrians to gather for moments of pause, to visit ground floor commercial establishments, and better connect blocks within the area and to nearby open spaces, such as Soule Recreation Center and Holyhood Cemetery. The westernmost block indicates a proposed green buffer and gateway pocket park along the west and a large central plaza providing visibility through the block. The block between Tully Street and Holly Lane indicates potential utilization of the existing alleyway from Heath Street to connect to a mid-block pedestrian connection linking Holly to Tully Street; this block also indicates an open space that receives Sheafe Street from the east, potentially increasing the commercial frontage. The two narrower blocks between Holly and Hammond Streets indicate a mid-block opportunity for aligned open spaces to create a central gathering space.



Legend

- Sidewalks
- Existing Open Spaces
- Potential Open Spaces
- Potential Open Space Connections

0 125′ 250′ 500′

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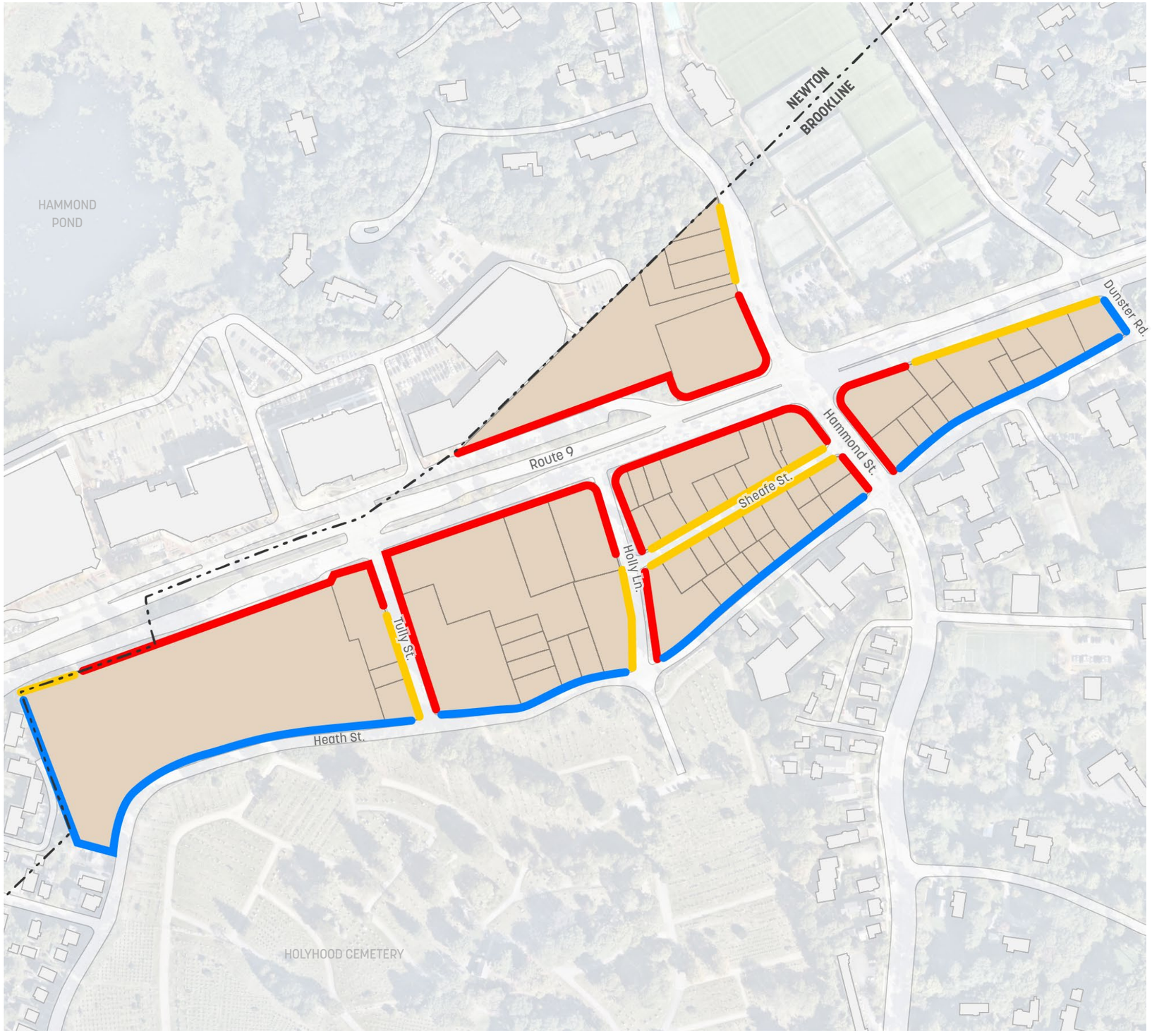
Commercial Requirements

To support the study area's potential as a neighborhood economic hub, it's important to cultivate a dense and diverse mix of commercial uses such as retail, restaurants, offices, and services. This is achieved through a combination of commercial use minimums, building height bonuses, and ground floor commercial requirements.

A minimum of 60% of building façades must have commercial uses on the ground floor, except along Heath Street, Sheafe Street, and Dunster Road. This requirement may be waived by special permit in selected areas indicated on the site plan. In the CHC-4.0 and CHC-3.0 subdistricts, proposed developments must include commercial uses as at least 51% of the Gross Floor Area (GFA). Additionally, bonuses to the maximum building height may be awarded for proposals with at least 60% commercial GFA.



Legend

- 60% Ground Floor Commercial (GFC) Required
- Eligible for Waiver of Required GFC
- Exempt from GFC Requirement

0 125′ 250′ 500′

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Public Realm

Intent

This section provides guidance for the look and feel of the streets and public spaces throughout the study area. The public realm plays a vital role in fostering a vibrant, active environment that attracts visitors, promotes safety and access, and cultivates local character. This section begins by presenting a vision for maximizing access to open space amenities that support these goals. Then, it introduces a framework for the selection of practical materials, colors, and furnishings that promote a diverse public realm experience within a unified palette appropriate for the local context. By emphasizing the pedestrian experience, these recommendations can help cultivate a neighborhood that meets the needs of residents and visitors alike while supporting businesses and maximizing the benefits of having a thriving commercial hub in Brookline.

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Open Space Amenities

Public Realm Vision

The public realm within the Chestnut Hill Commercial Area should serve as a model for 21st century urbanism. A successful public realm strategy will be the foundation of the area's emergence as a vibrant, authentic place. The design and implementation of outdoor spaces will be critical to the area's character, coherence, and comfort.

As public realm improvements are implemented over time, they should include a network of spaces intended to create a signature identity, support diverse programming, reinforce community values, and be enduring and sustainable.

The vision for the area features the creation of an energetic and active pedestrian realm that will reflect design excellence and the goal of building a world-class place.

Overarching landscape principles for the open space network include the following:

- Demonstrate Brookline's commitment to sustainability through best management practices
- Create a cohesive identity and sense of place throughout by establishing a unified ground plane
- Maximize access to nearby open space amenities such as Holyhood Cemetery, Soule Recreation Center, and Hammond Pond Reserve
- Implement a diverse series of public open spaces ranging in scale and type for residents and visitors—these spaces should be part of an interconnected system of public walkways, bicycle pathways, and transit connections that are enhanced through high quality architecture, streetscape design, and public art


Integrated street furniture & landscape


Ground floor activation


Multi-purpose green spaces


Cohesion between streetscape & architecture

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Open Space Requirements

The character of open spaces in each of the subdistricts should relate to the context and adjacent uses in that subdistrict.

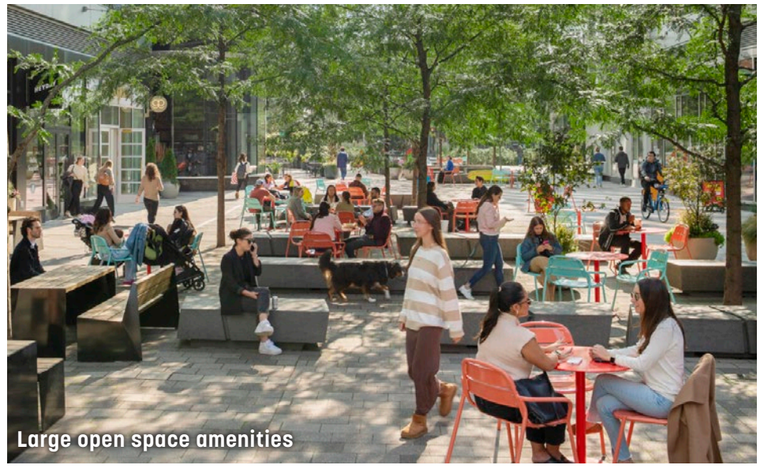
Tree Canopy

Tree canopy coverage requirements range from 2% for lots under one acre to 15% for lots that are two acres or larger. This requirement may be offset with vegetated green roofs. Subject to approval, public way tree plantings and green infrastructure like bioswales and pollinator gardens may also offset this requirement.

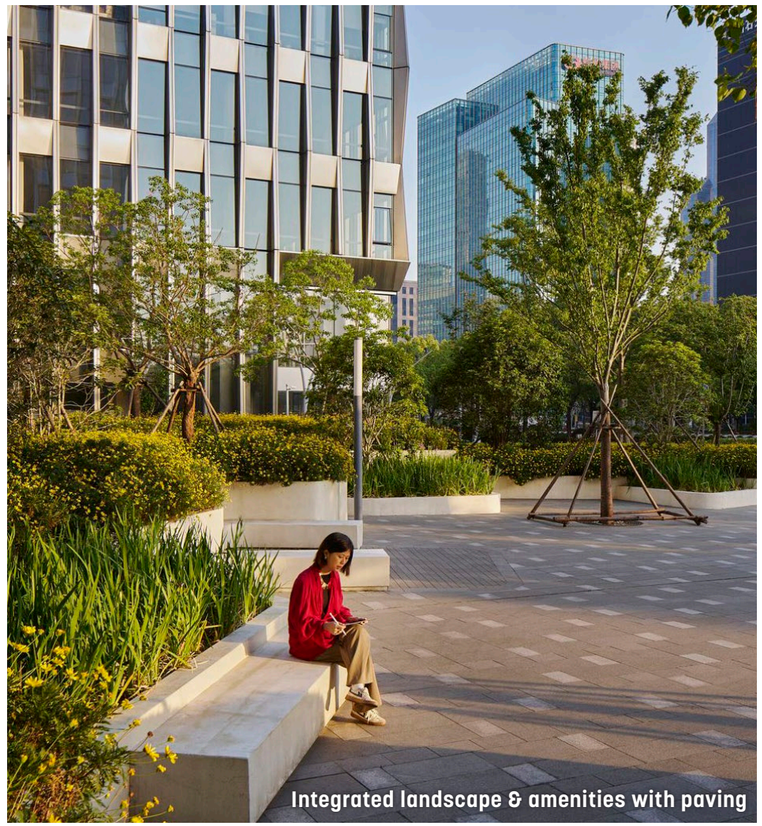
CHC-4.0 Subdistrict

The CHC-4.0 subdistrict's the larger, campus-style mixed-use character requires at least 15% landscaped open space, with up to 30% of this permitted as hard surfaced walks and terraces. These spaces should complement the area's level of density and commercial activity.

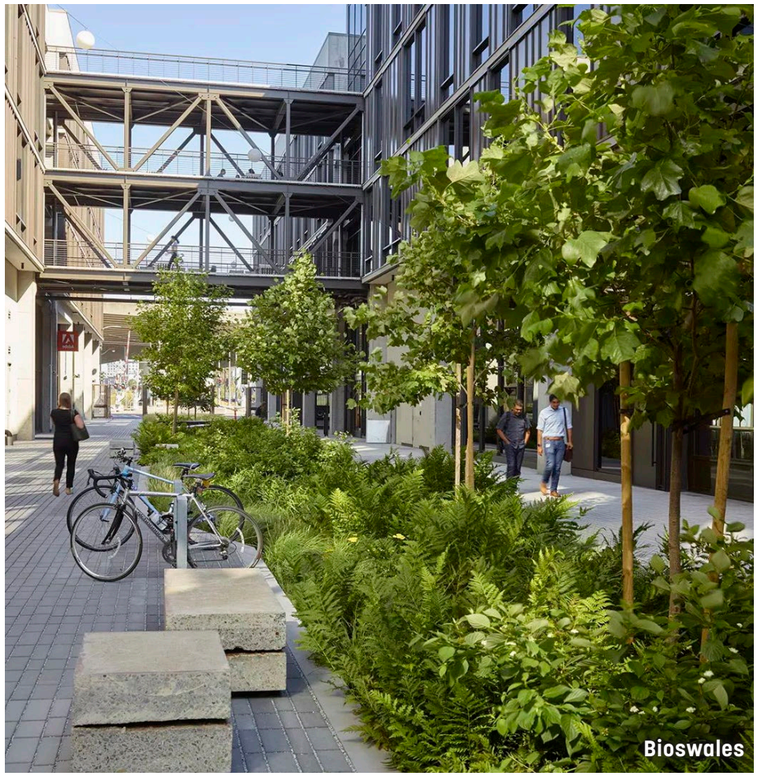
An additional 5% must serve as a contiguous open space of at least 4,000 square feet with amenities such as benches, tables, or play equipment to support the area's function as a vibrant, publicly accessible focal point in the subdistrict.



Large open space amenities



Integrated landscape & amenities with paving



Bioswales



Wide multi-modal pathways

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Open Space Requirements

Neighborhood Mixed Use (NMU) Subdistrict

The neighborhood-focused commercial nature of the NMU and CHC-3.0 subdistricts, requires 25 square feet of usable open space per dwelling unit, with features that support neighborhood living and vitality.

Transit Oriented Mixed Use (TOM) Subdistrict

To accommodate anticipated pedestrian activity near the Chestnut Hill MBTA station in the TOM subdistrict, at least 10% of developments must be landscaped open space, with no more than 50% of that space being hard surfaces.



Pedestrian focused streetscape



Green roof balconies



Neighborhood focused pocket park



Street trees with linear promenade

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Materials & Furnishings

Materials

Site materials in the study area should use a variety of colors and materials based on a palette that is appropriate to the climate and region. Variety within each block will help create a unique and vibrant neighborhood while a similar palette will unify the larger area.

The study area should embrace a unique pavement treatment that reflects its surroundings, and the variety of proposed public realm elements and spaces. The paving material is like a carpet that ties the public realm together and reflects a coordinated identity in the area. Each special public realm element—such as the gateway pocket park, plazas, and open spaces—should exhibit its own distinct character while clearly being part of a harmonious area-wide material family.

Paving materials that might be considered for the area include brick, stone or concrete pavers, complemented by secondary ground plane treatments that may include decomposed granite or wood decking near certain open spaces. Drainage, planting, seating, water features, and other functional uses and/or requirements of public spaces should be considered as integral elements of the built landscape. Surface materials should differentiate and accent public spaces. While applying an overall material palette, the paving should differentiate the individual components of the public realm from each other.

Material Selection

Paving materials should be as permeable as possible and accessible to all users. Material choices should be informed by sustainability criteria such as the following:

- Life and energy cycles
- Renewability
- Energy consumption in production
- Renewable and sustainable material sources
- Recycling content and recyclability

This includes materials such as synthetic wood, gravel, stone or concrete pavers, decorative and special pavements, recycled rubber pavement, asphalt, and sand. The design should avoid large, uninterrupted expanses of impervious surfaces.

Colors

Colors should predominantly be appropriate to Brookline's surrounding context, with warmer masonry tones commonly found closer to street level, and cooler tones on upper stories. Color can serve as a means of wayfinding and creating district branding or identity. Strategic application of brighter accent colors should assist in defining spaces and buildings based on type and service. However, color also can allow for moments of discovery in courtyards, walkways, and other internal spaces.





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Materials & Furnishings

Furnishings

The study area's furniture palette should include benches, bike racks, waste receptacles, lighting elements, and shade structures.

Furniture Selection

The selected materials and styles should maximize durability, comfort, safety, security, maintenance, and usability. Sustainability considerations, including maintenance and durability, as well as accessibility and inclusivity, are essential in the design and selection of the street furniture.

All street furniture should coordinate with the public realm's surface materials selection. Street furniture should be neither visually intrusive nor physically obstructive to the public space. Seating and other street furnishings should be scaled proportionally to the size of the specific public space. Public realm furniture elements should be unified in a cohesive, complementary, and integrated suite to strengthen the public realm identity.

Furniture Location

Streetscape furniture should be located and concentrated where pedestrian traffic is regular and furnishings will receive use and appreciation. This may include shaded areas, transit stops, and near intersection crossings and building entrances. Waste receptacles should be located strategically and frequently for maximum convenience, as well as discreetly without being hidden. Seating can integrate into hard landscape areas such as walls or steps, while still providing an array of fixed or movable seating elements.

Furniture Design

The design of furniture and fixings should consider the following:

- Furniture should be accessible and inclusive for a wide variety of potential users, ages, and abilities
- Furniture should have multiple purposes; integrated planter benches and seats may be modulated or standardized if required
- Furniture should be robust and durable, and must be able to withstand high use and local environmental conditions, such as extreme heat, humidity, solar intensity, snow, ice, and dust
- Parts should be low maintenance and easy to replace without compromising adjacent paving or planter and wall elements; materials or finishes should not require a high frequency of replacement or recoating
- Fixing systems and components should be consistent wherever practical
- Replacement units, components, and fixings should be readily available within the region
- Wherever possible, furnishings should strive to build on the style, detail, and material of other public realm elements, including signage, shade structures, paving, and walls







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Massing Controls

Intent

This section sets out standards for the scale and massing of structures in the study area. First, it addresses maximum building heights in the neighborhood and height bonuses that may be awarded to promote commercial development. Next, it addresses the percentage of various street frontages in the study area that should be occupied by buildings in order to foster a desirable commercial and pedestrian district. This section also provides step back requirements for recessed upper floors, which, when held together with height and frontage ratio requirements, form the zoning envelope within which developments in the district must conform. Visualizations of the street level perspective of the existing conditions and potential building massing under these controls at various locations within the study area are presented as examples of potential development within the study area. Cumulatively, these massing controls serve to support the area's potential to be a commercial hub while championing a human-scale public realm.

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Height

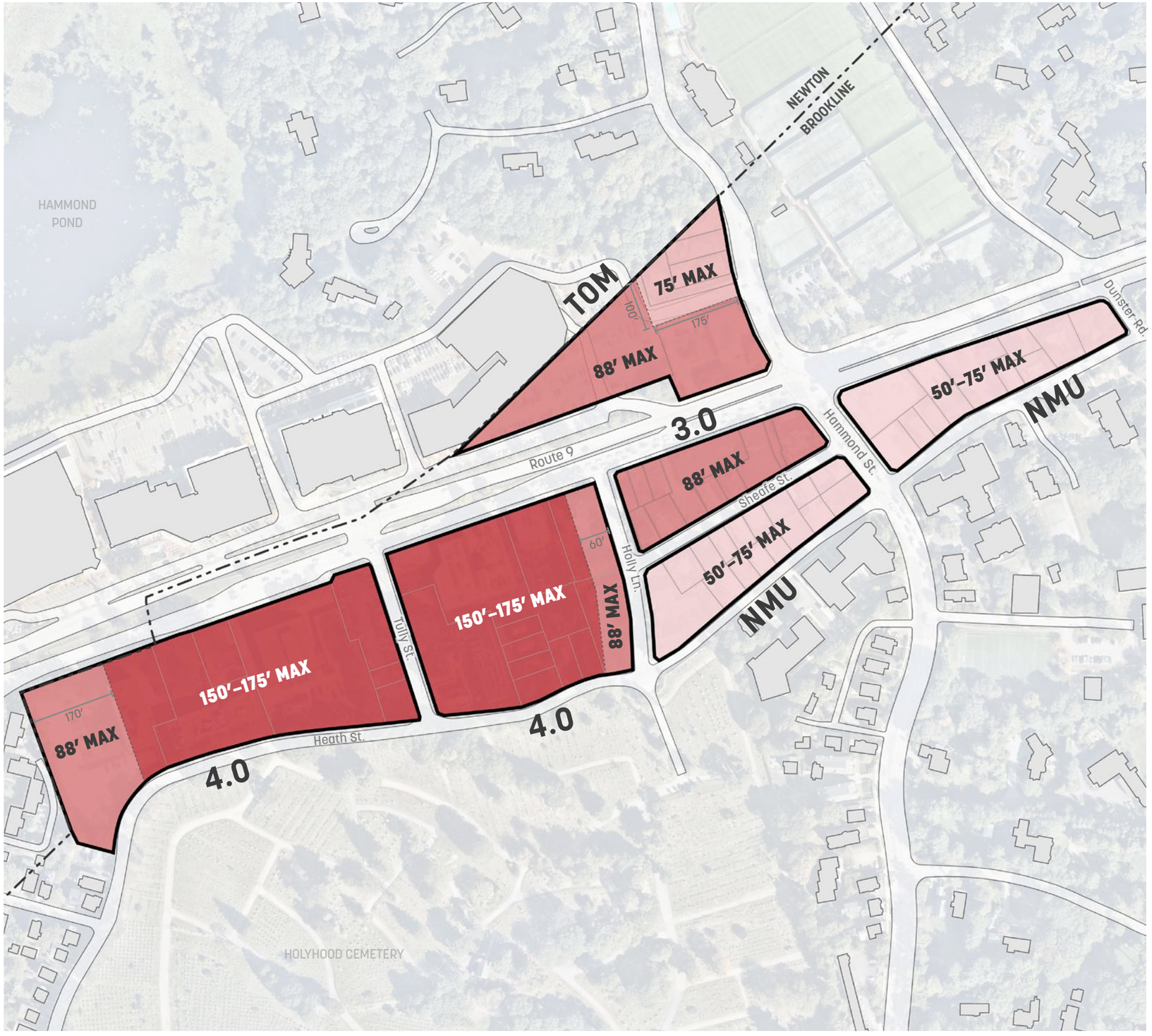
The Chestnut Hill Commercial Overlay District allows for the greatest height in the westernmost subdistrict, and generally tapers down toward the eastern extent.

Maximum Height

Building heights should not exceed the applicable maximum height as shown on the maximum height plan. Height restrictions apply to all buildings and parking structures except for rooftop equipment such as elevator penthouses, mechanical equipment enclosures, and water tanks.

Bonus to Maximum Building Height

To encourage commercial development in the CHC-4.0 subdistrict, increased building height may be awarded when a proposed development devotes at least 60% gross floor area to commercial uses. In the NMU subdistrict, a height bonus may be awarded when at least 50% of residential units are affordable units under Article IV Section 4.08.



Legend

- 150 - 175’ maximum with bonus
- 88’ maximum
- 75’ maximum
- 50’ (4 stories) - 75’ maximum with bonus

0 125′ 250′ 500′

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Ground Level Setbacks

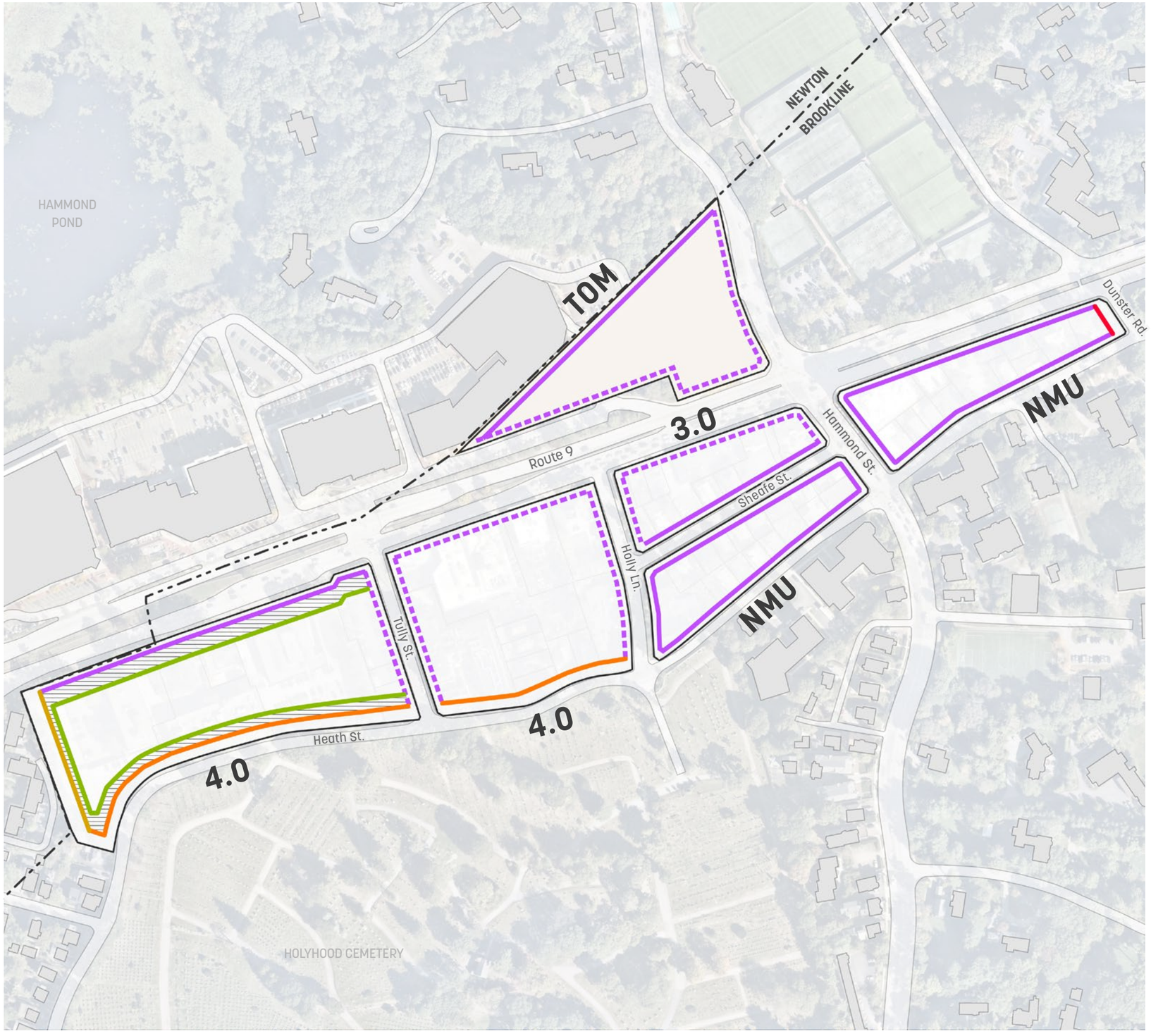
Setbacks play an important role in shaping the public realm. A setback is the distance from the property line to a structure. Minimum setbacks ensure adequate space for pedestrian circulation and amenities. Maximum setbacks help prevent interruptions in the streetwall. Facades may be built anywhere between a maximum and minimum setback line. Together, these standards support a cohesive, walkable district and street-level engagement.

Much of the study area requires a 5' maximum setback to maintain the streetwall, with other areas requiring 5' minimum setbacks to support the public realm. The western portion of CHC-4.0 requires both minimum and maximum setbacks to help mitigate the taller building heights. Public space features such as plazas, cafe zones, and open spaces may interrupt the build-to-line, but this does not include parking. In the TOM subdistrict, the minimum setback may be reduced to 0' by special permit.

Legend

- 5' Maximum Setback
- 5' Minimum Setback
- 15' Minimum Setback
- 25' Minimum Setback
- 40' Minimum Setback
- 55' Maximum Setback

0 125' 250' 500'



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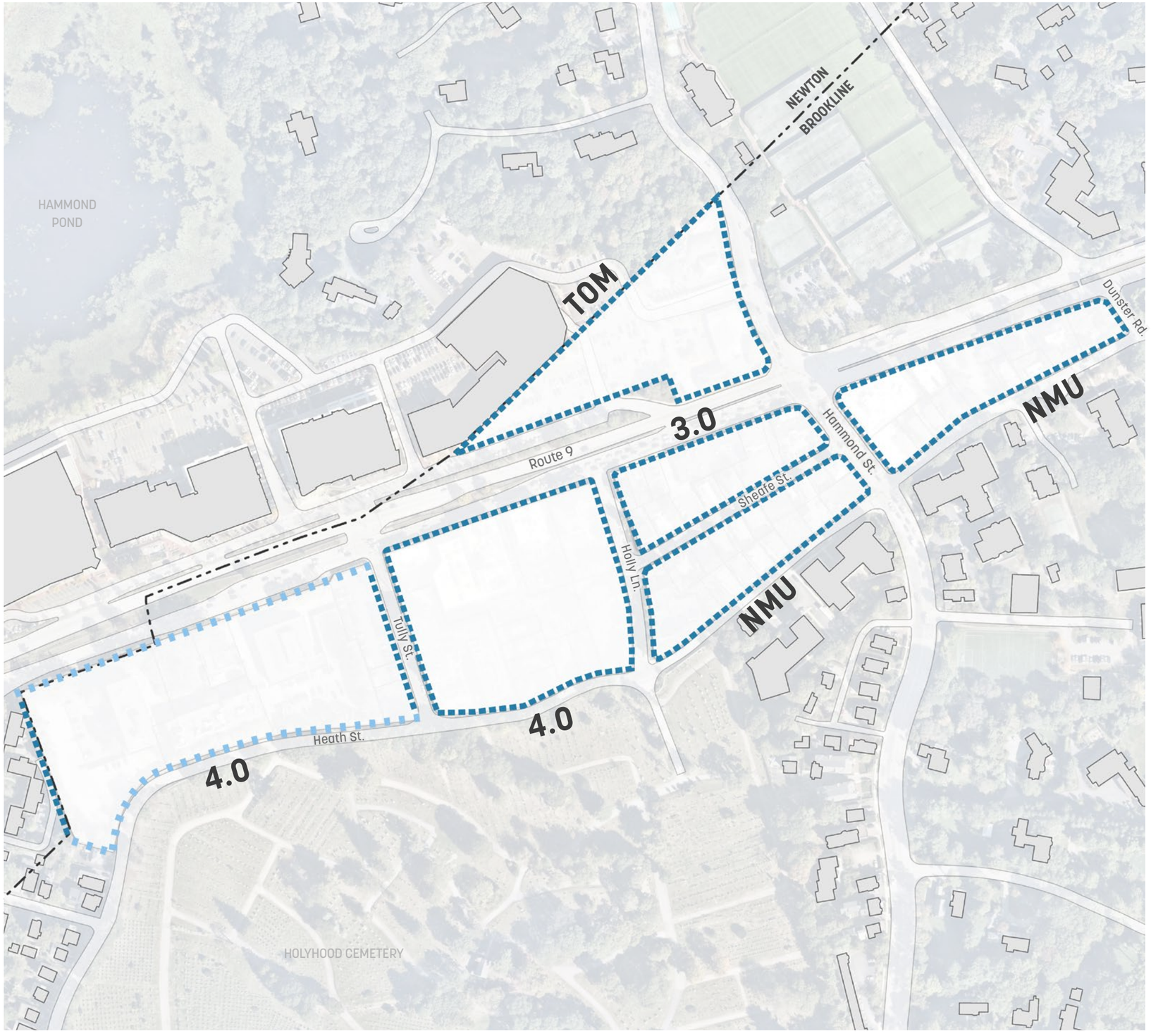
Frontage & Streetwall

The creation of a continuous and welcoming streetwall is critical to support commercial uses at street level, and provide opportunities for a rich pedestrian experience. The desire for a continuous streetwall must be balanced with porosity and building massing that provides visual and physical connections through larger blocks.

Frontage Ratio

One way to balance these goals is through the use of 'Frontage Ratios' or percent of a given street frontage that is occupied by buildings. For example, a frontage of 1,000 feet with buildings along 500 feet would have a frontage ratio of 50%; the remaining 500 feet would be space between buildings, such as roads or open spaces.

The frontage ratio requirement of 80-100% will support a continuous streetwall for the majority of the study area, however for the CHC-4.0 Subdistrict west of Tully Street, this requirement is decreased to 70-80% to support more through-block porosity.



Legend

- 80-100% Frontage Ratio
- 70-80% Frontage Ratio

0 125′ 250′ 500′

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Frontage & Streetwall

These diagrams illustrate potential building massing for the portion of the CHC-4.0 subdistrict west of Tully Street that fall within the required ranges frontage ratios and ensure an adequate amount of through-block porosity is achieved.

Frontage Ratios & Through-Block Porosity

For deeper and longer blocks, lower frontage ratios help create visual and physical connections to facilitate a connected pedestrian network and variation in building massing. Through block connections should be utilized for desirable public realm uses such as plazas and open spaces. For the block west of Tully St. in the CHC-4.0 subdistrict, at least 25% of the frontage must remain open.

The diagrams indicate in both plan and elevation view a consistent frontage ratio of 75%, which preserves 25% of the block as open space or roads; this falls within the required range of 70-80%.

FRONTAGE RATIO & STREETWALL ELEMENTS



NOTE: NOT TO SCALE

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Frontage & Streetwall

These diagrams illustrate how upper level insets can help modulate massing and bulk for larger buildings - in this case, buildings that are longer than 200'.

Articulation & Upper Level Massing

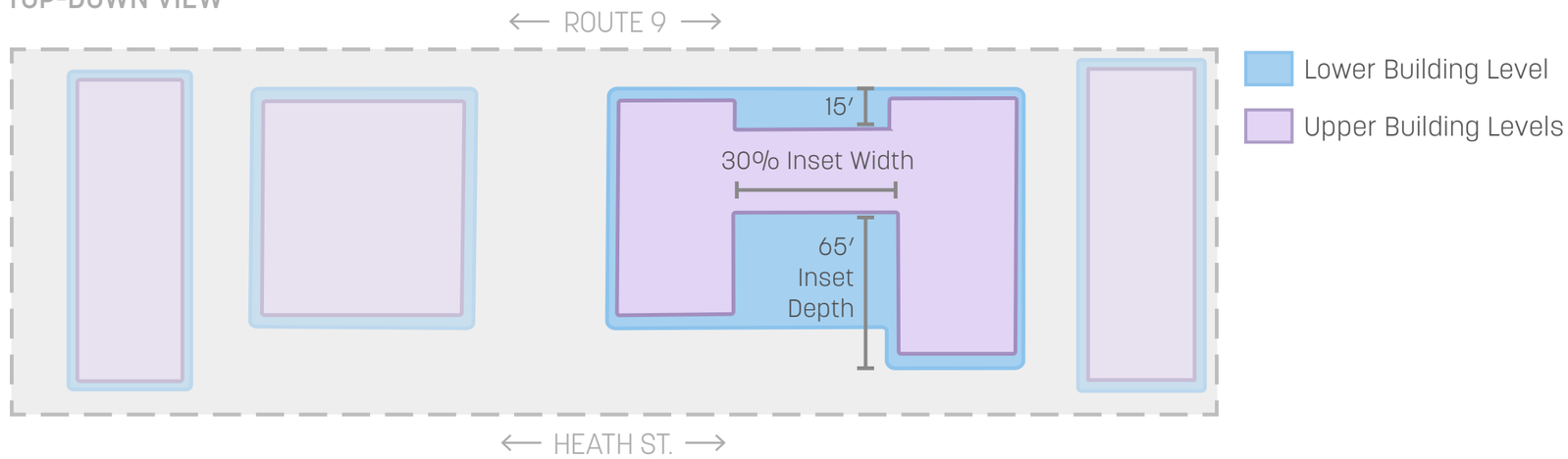
Incorporating articulation in a building's facade and variations in massing at the upper levels can reduce the impact of larger building footprints on the public realm by reducing shadows and increasing access to sunlight.

For buildings longer than 200', inset breaks in the massing must account for a minimum of 30% of any facade facing Route 9 or Heath Street.

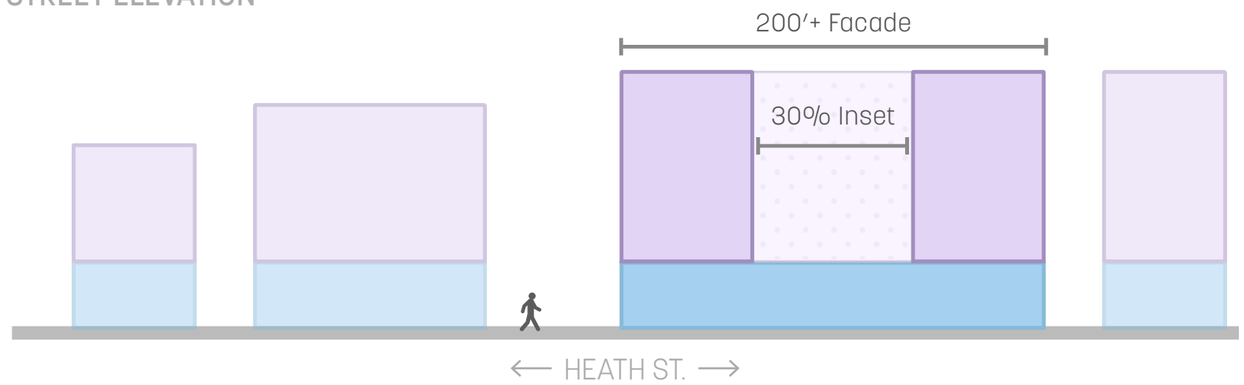
The depth of insets along Route 9 should be a minimum of 15' from the primary building facade at grade, and the depth of insets along Heath Street should be a minimum of 65' from the primary building facade at grade.

ARTICULATION & UPPER LEVEL MASSING

TOP-DOWN VIEW



STREET ELEVATION



NOTE: NOT TO SCALE

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Zoning Envelope

LOOKING NORTH WITH EXISTING BUILDINGS

What is a Zoning Envelope?

A zoning envelope is the three-dimensional space within which a building must fit. The zoning envelope is determined by the combination of requirements including ground level setbacks, upper level step backs, the maximum building heights, and bonus building heights where applicable.

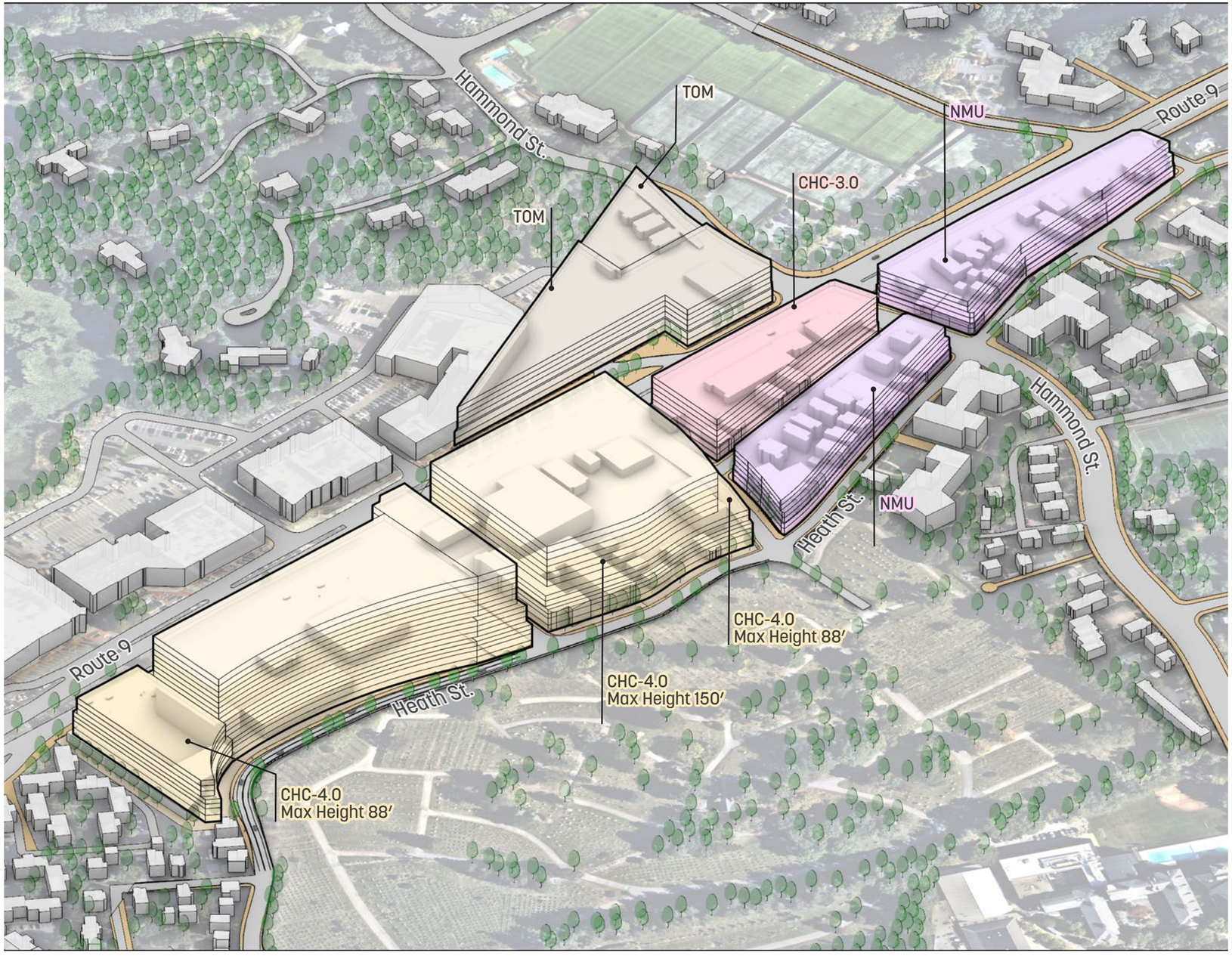
It's important to note that the zoning envelope represents more potential gross building area than is permitted. Other regulations such as frontage ratios, through block connections, upper level step backs, and Floor-Area-Ratio (FAR) will further limit the size of buildings within the envelope.

This Diagram

This drawing represents the zoning envelope for each subdistrict within the study area. This drawing shows the scale of the new zoning envelope relative to the existing buildings.

Legend

- Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)



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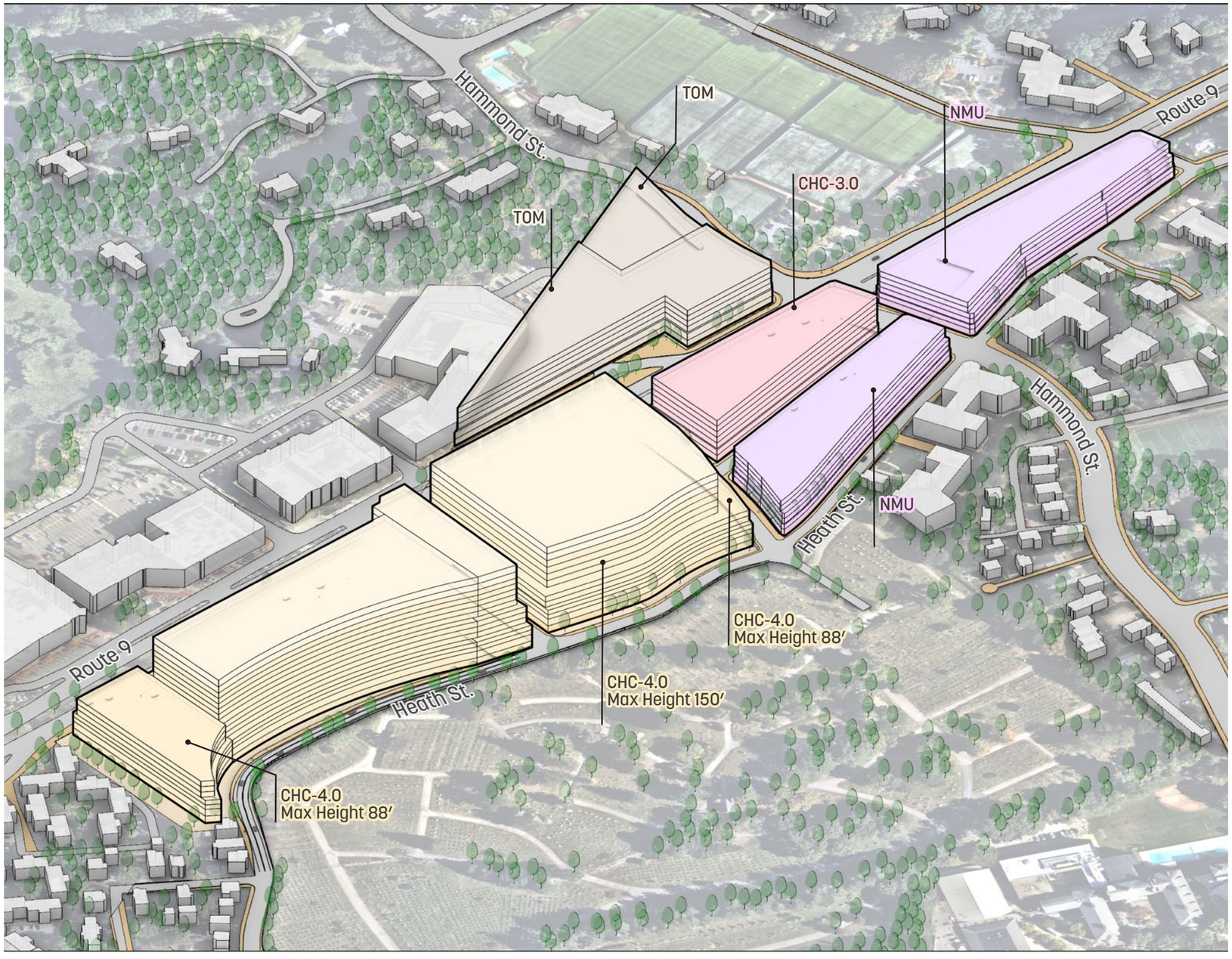
Zoning Envelope

LOOKING NORTH

This version of the zoning envelope shows the CHC-4.0 subdistrict with a 25’ setback from Heath Street and Route 9 at the mid-block.



Legend

- Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)

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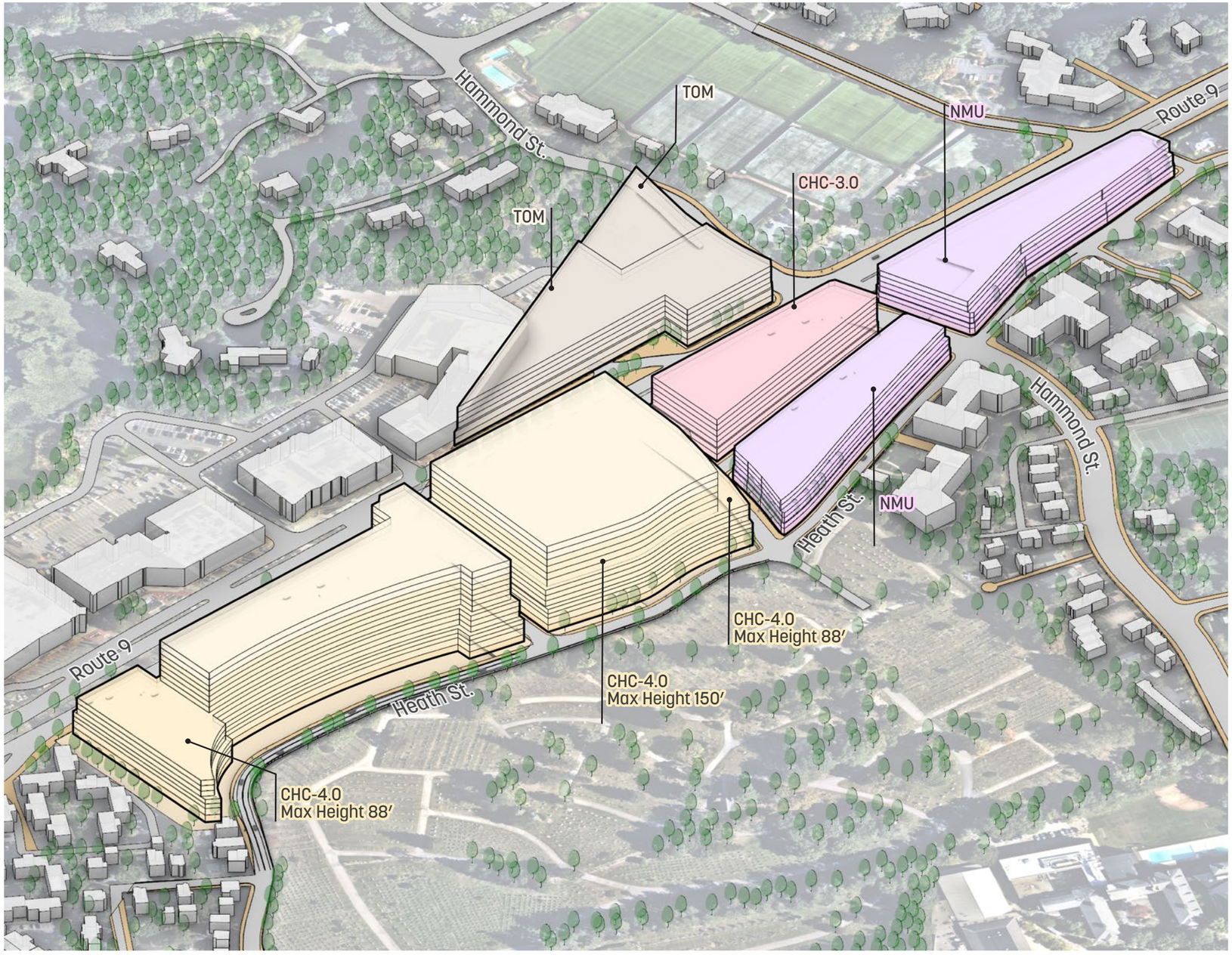
Zoning Envelope

LOOKING NORTH

This version of the zoning envelope shows the CHC-4.0 subdistrict set back 55’ from Heath Street and Route 9 at the mid-block, and 25’ at the eastern and western ends.



Legend

- Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)

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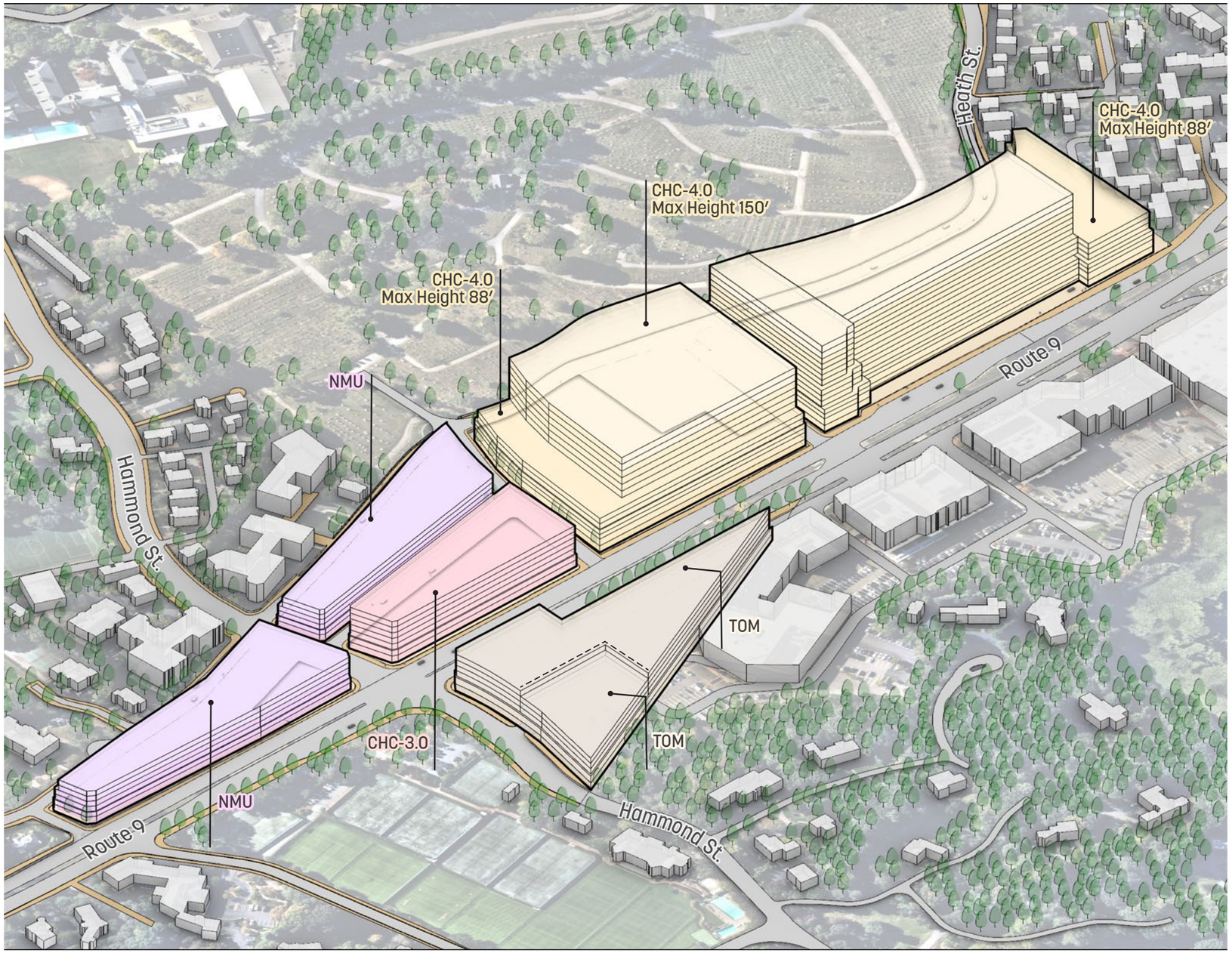
Zoning Envelope

LOOKING SOUTH

This version of the zoning envelope shows the CHC-4.0 subdistrict set back 55’ from Route 9 at the mid-block.



Legend

- Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)

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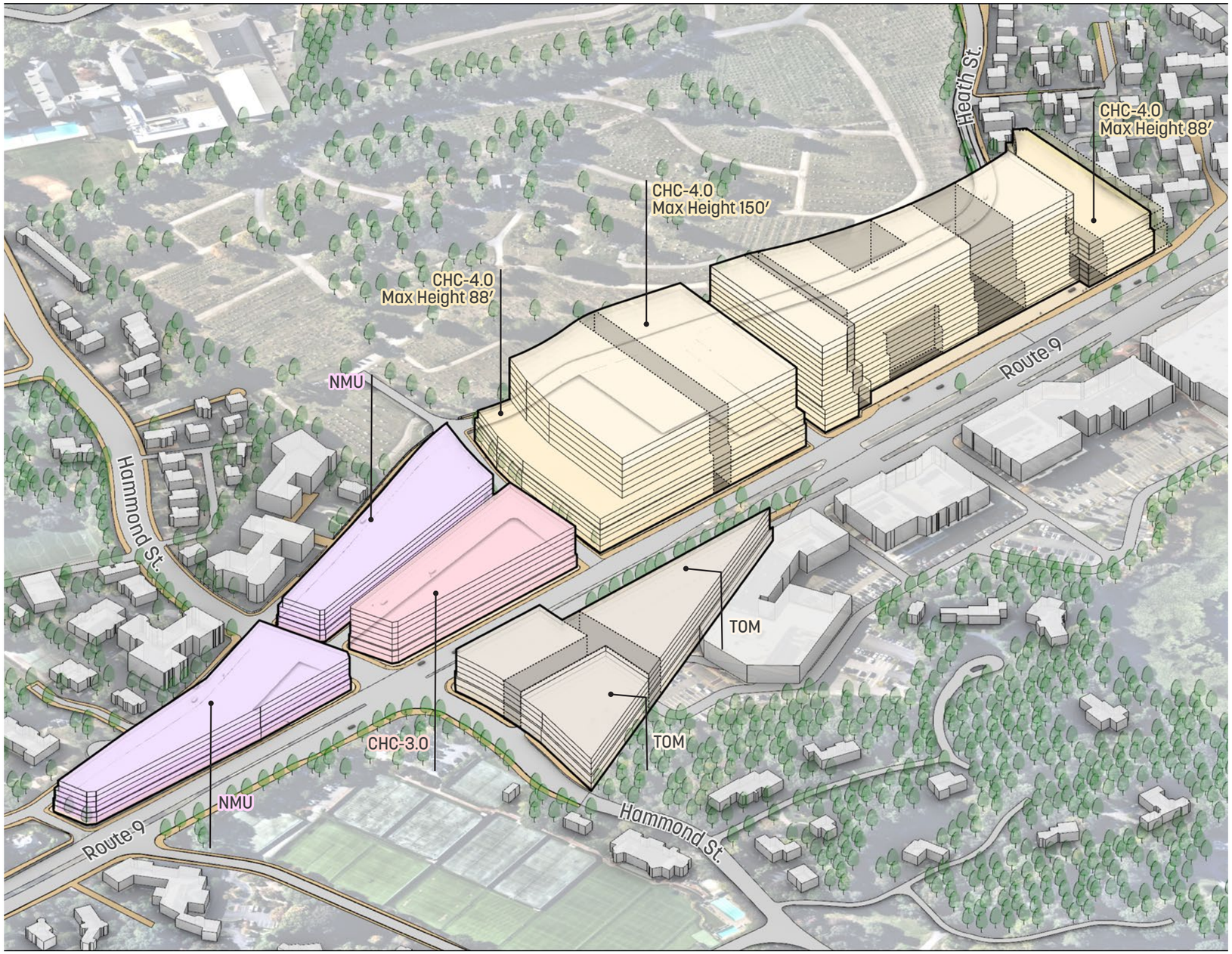
Zoning Envelope

LOOKING SOUTH – INSETS & CONNECTIONS

Within the westernmost block of CHC-4.0 between Tully Street and the Newton border, additional through-block connections and insets along Route 9 and Heath Street help to break up the scale of potential development.

Throughout the remainder of the subdistricts, a combination of 5' ground level setbacks, minor setbacks and material shifts within the facades required above the third level, and 5-10' step backs above the 7th level help to reinforce pedestrian scaled massing that relates to the street. The slightly larger upper level step backs assist in widening the sky-dome above street level, and helps taller building massing recede without overly impacting gross floor area.



Legend

- Building Facade Insets
- Through-Block Connections
- Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)

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Upper Level Step Backs

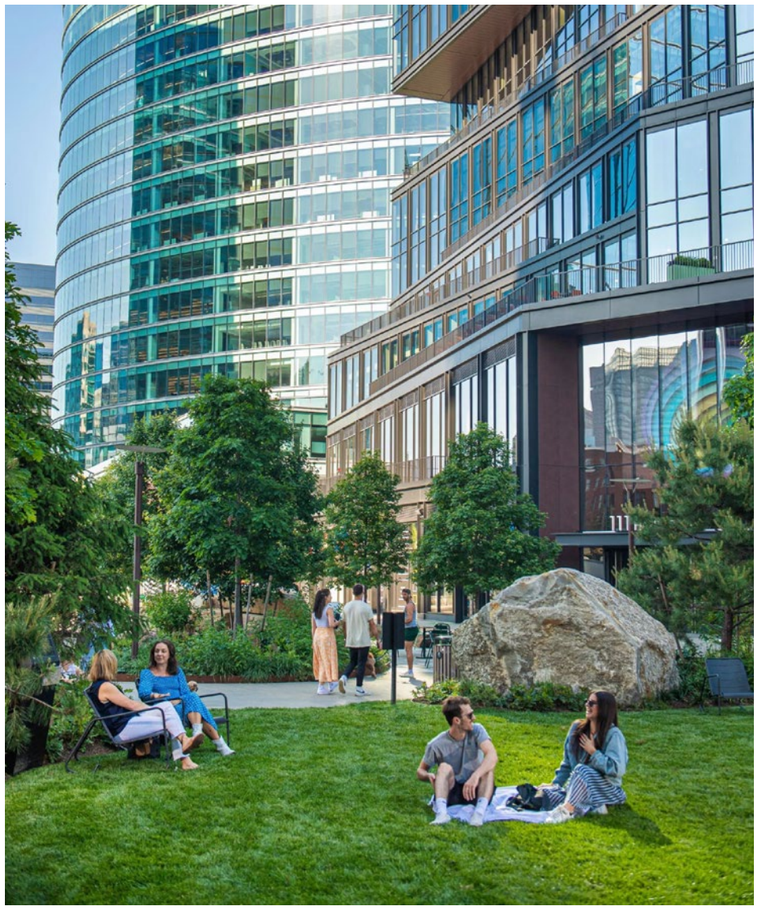
Upper level step backs are an effective design strategy to mitigate the perception of height and density for pedestrians.

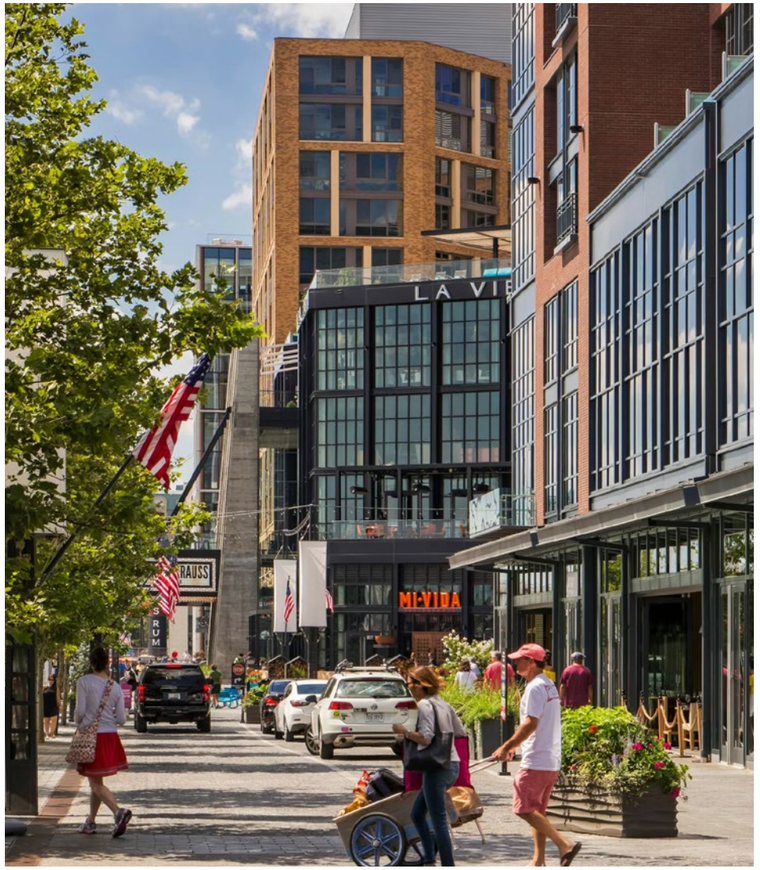
By recessing upper floors, step backs create a tiered or terraced appearance, reducing the visual mass of taller buildings, making them feel less imposing and more integrated with their context. This approach helps to maintain a human-scaled urban environment.

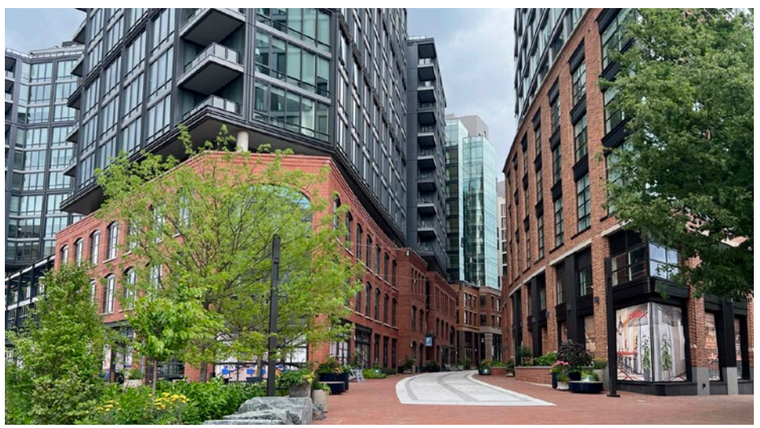
Step backs often make the most sense to apply at natural breaks in a buildings architectural components and construction types required by building code, often these moments are at the break between the podium levels and the tower levels which is typically at level 2 or 3, and again after the 7th level, where buildings typically are required to use a high-rise construction type.

Step backs can help create usable outdoor spaces such as balconies or terraces, which can further enliven the public realm. Step backs are most effective when used with other design elements such as landscaping, varied facade treatments, and ground level activation.









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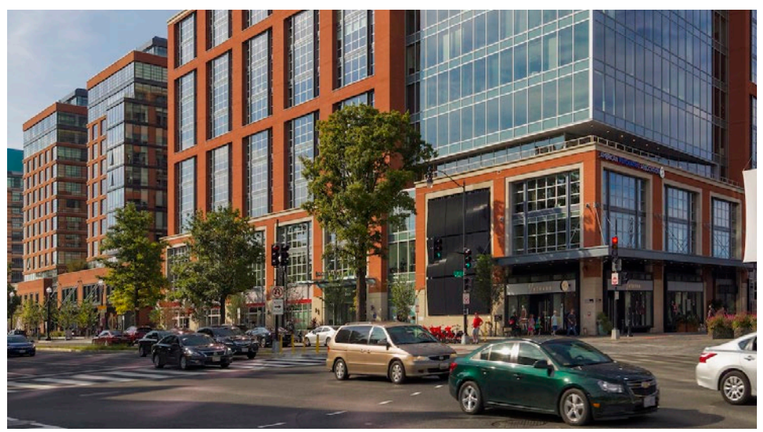
Horizontal Datums

Step backs, cornices, and distinctive materials should be used to define the lower three or four levels of buildings and provide more human-scaled experience at the street level. Design strategies should reduce the impact of a building's massing on the public realm.











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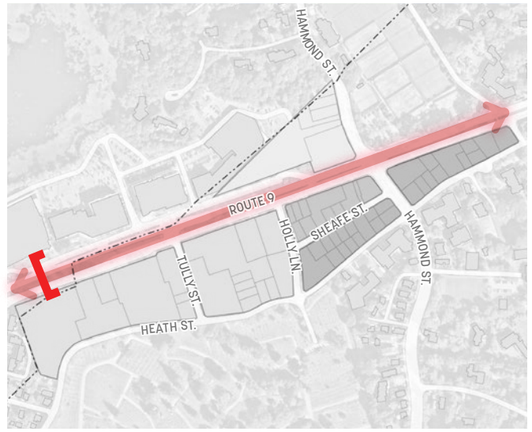
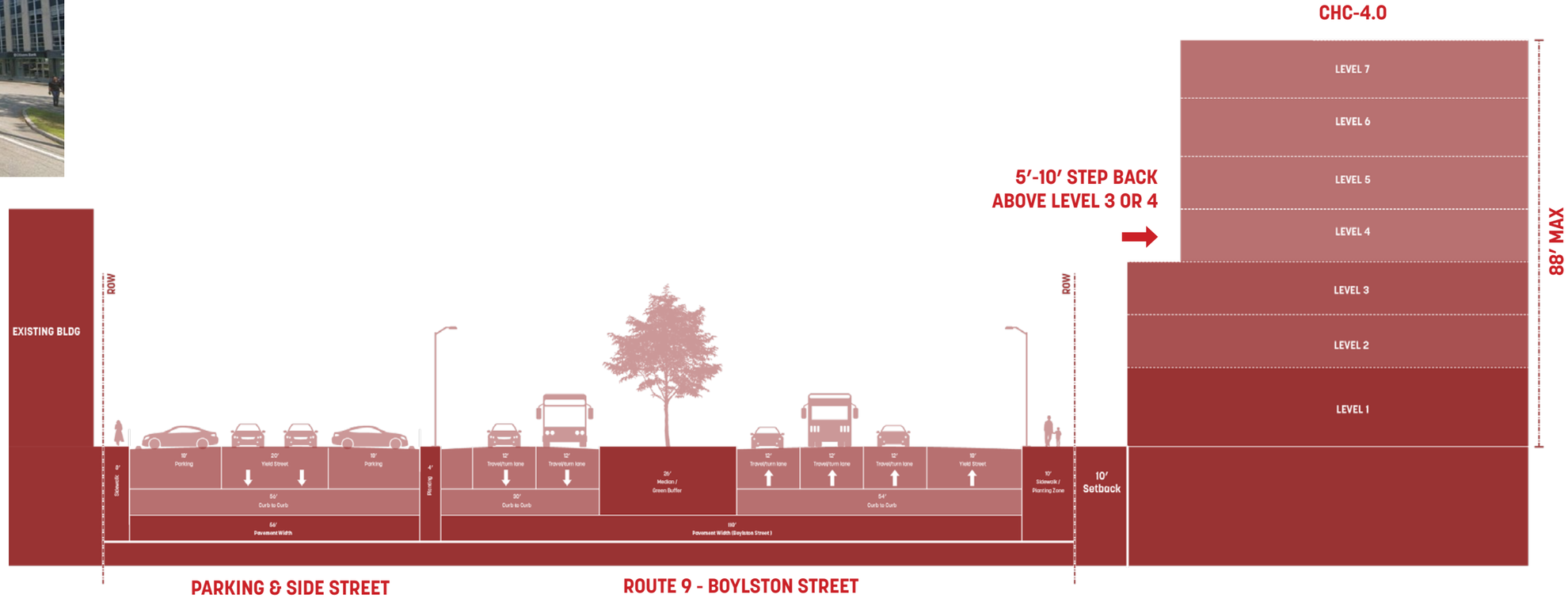
Street Section with Massing

ROUTE 9 IN CHC-4.0 – WESTERNMOST





This cross section view of Route 9 displays an existing commercial center on the left, and the CHC-4.0 subdistrict on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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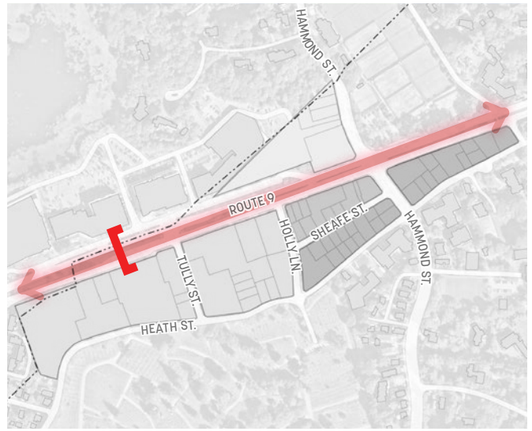
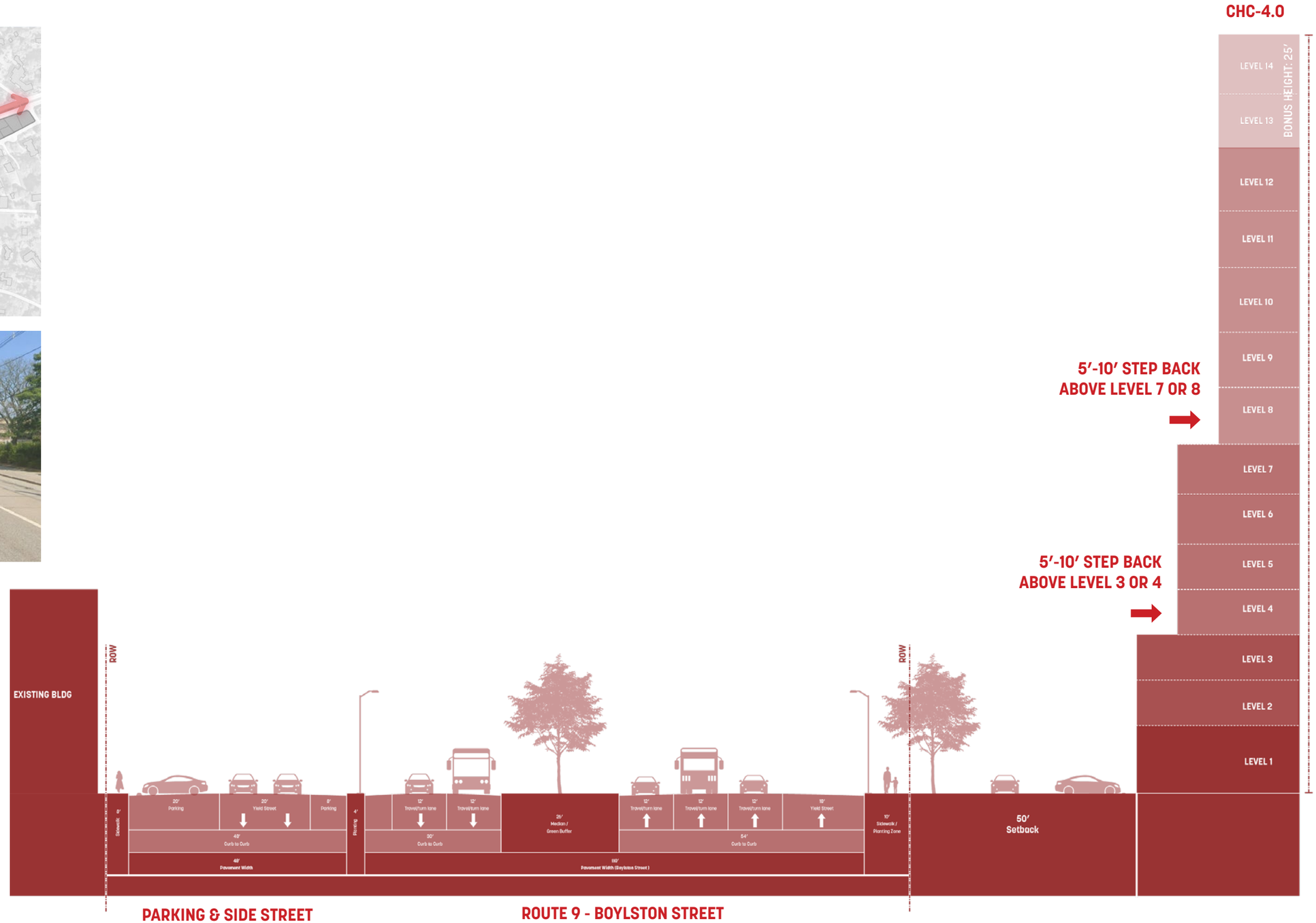
Street Section with Massing

ROUTE 9 IN CHC-4.0 - CORNER OF TULLY





This cross section view of Route 9 displays an existing commercial center on the left, and the CHC-4.0 subdistrict on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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Eye Level Perspective

ROUTE 9 - CHC 4.0 SUB DISTRICT - EXISTING CONDITION



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Eye Level Perspective

ROUTE 9 - CHC 4.0 SUB DISTRICT - POTENTIAL BUILDING MASSING



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Eye Level Perspective

ROUTE 9 - CHC 4.0 SUB DISTRICT - RENDERED VIEW



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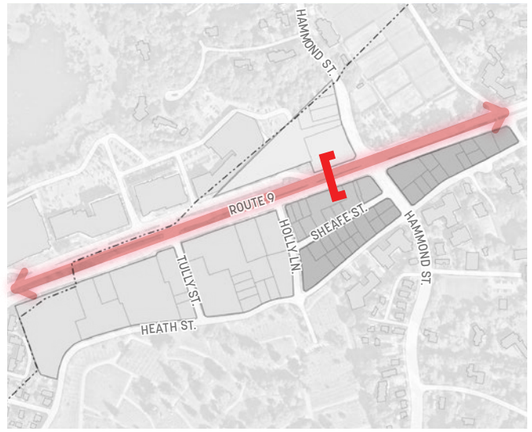
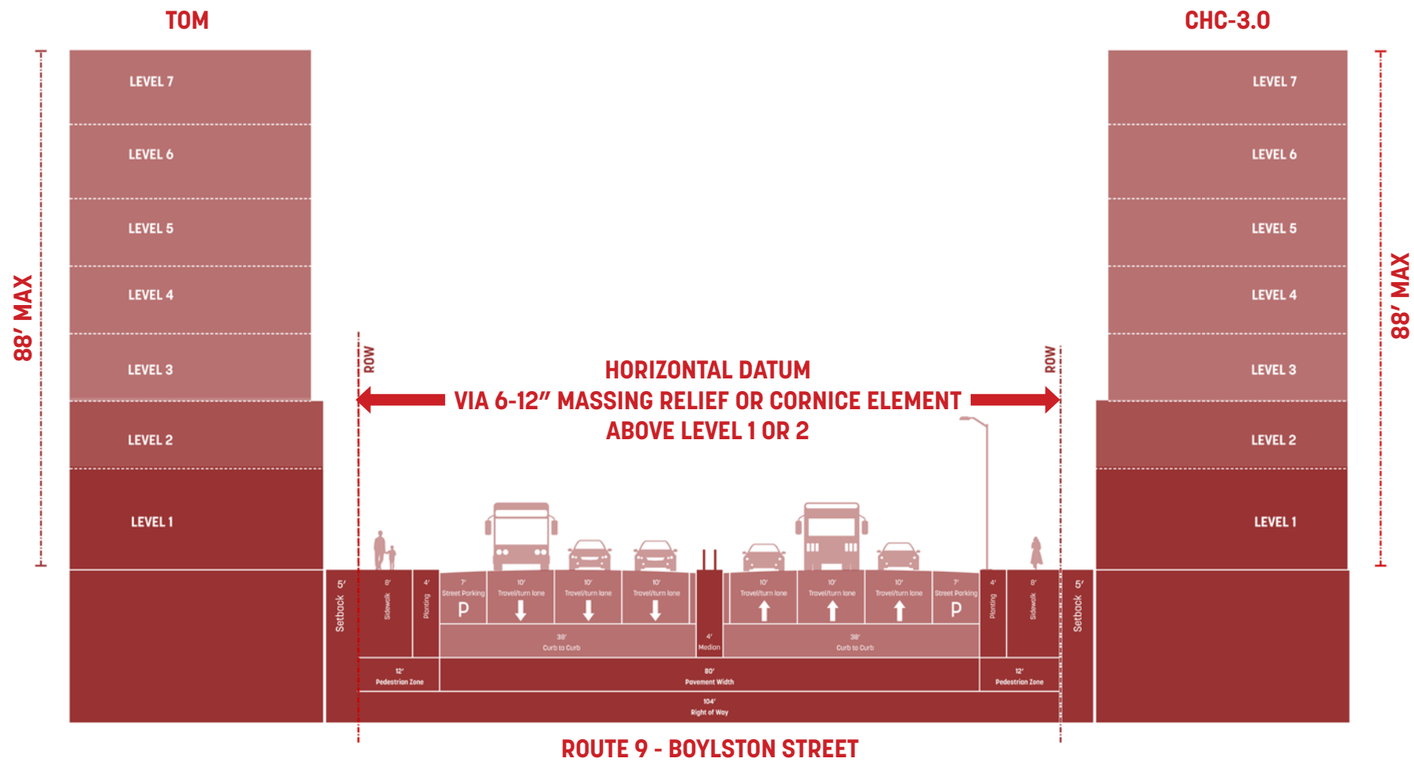
Street Section with Massing

ROUTE 9 BETWEEN TOM & CHC-3.0





This cross section view of Route 9 (Boylston Street) displays the Transit-Oriented Mixed-Use subdistrict on the left, and the Chestnut Hill Commercial 3.0 subdistrict on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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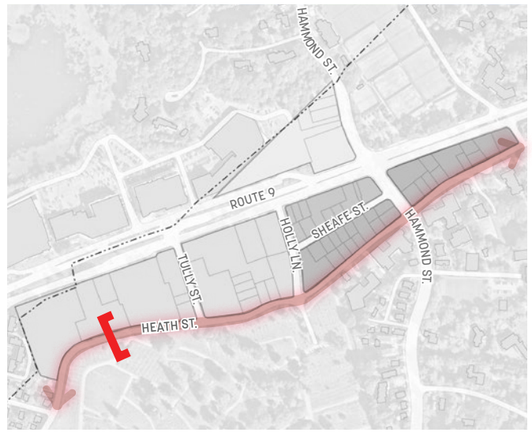
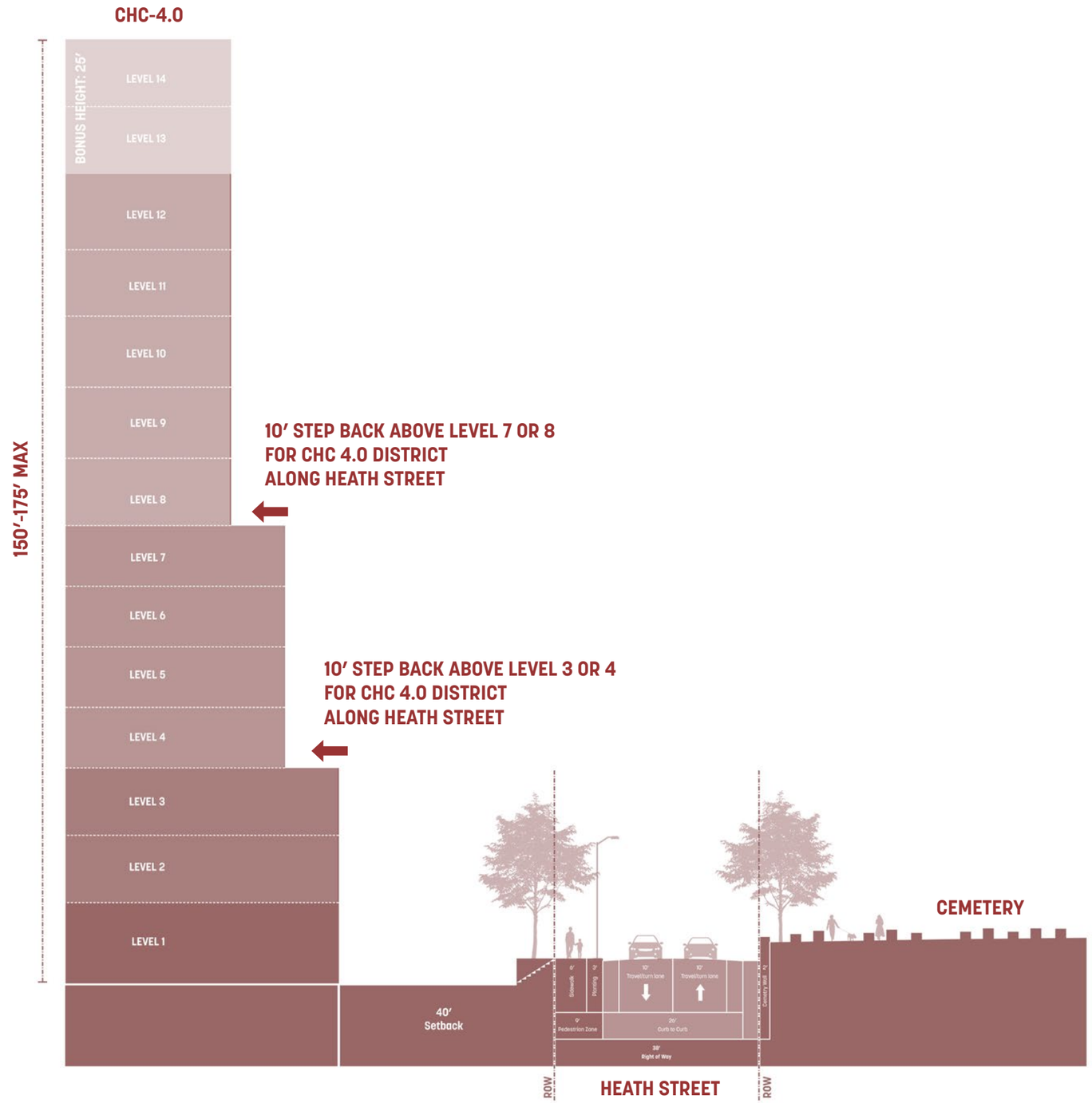
Street Section with Massing

HEATH STREET IN CHC-4.0





This cross section view of Heath Street displays the Chestnut Hill Commercial 4.0 subdistrict on the left, and the Holyhood Cemetery on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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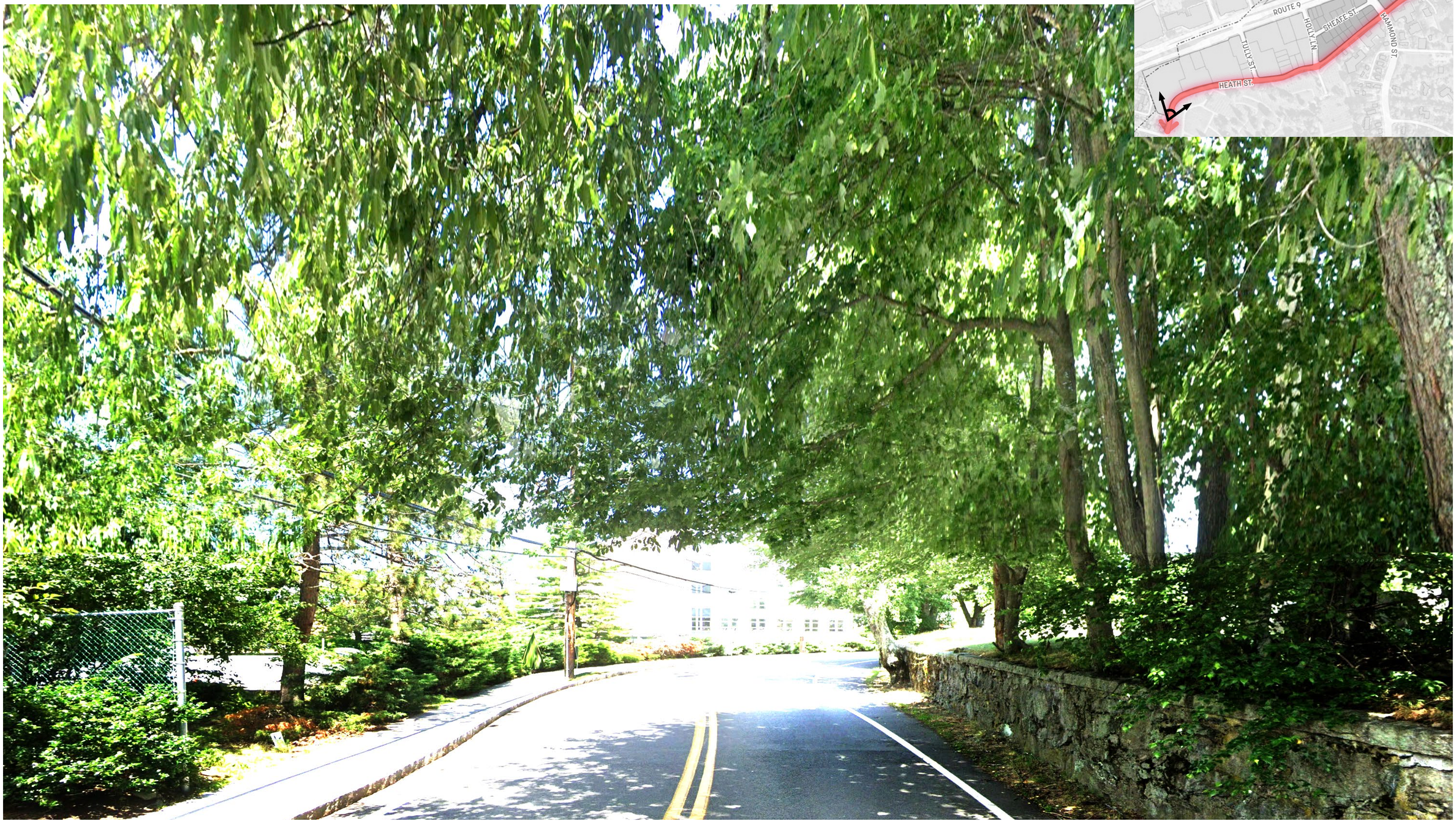
Eye Level Perspective

HEATH STREET 01 – EXISTING VIEW



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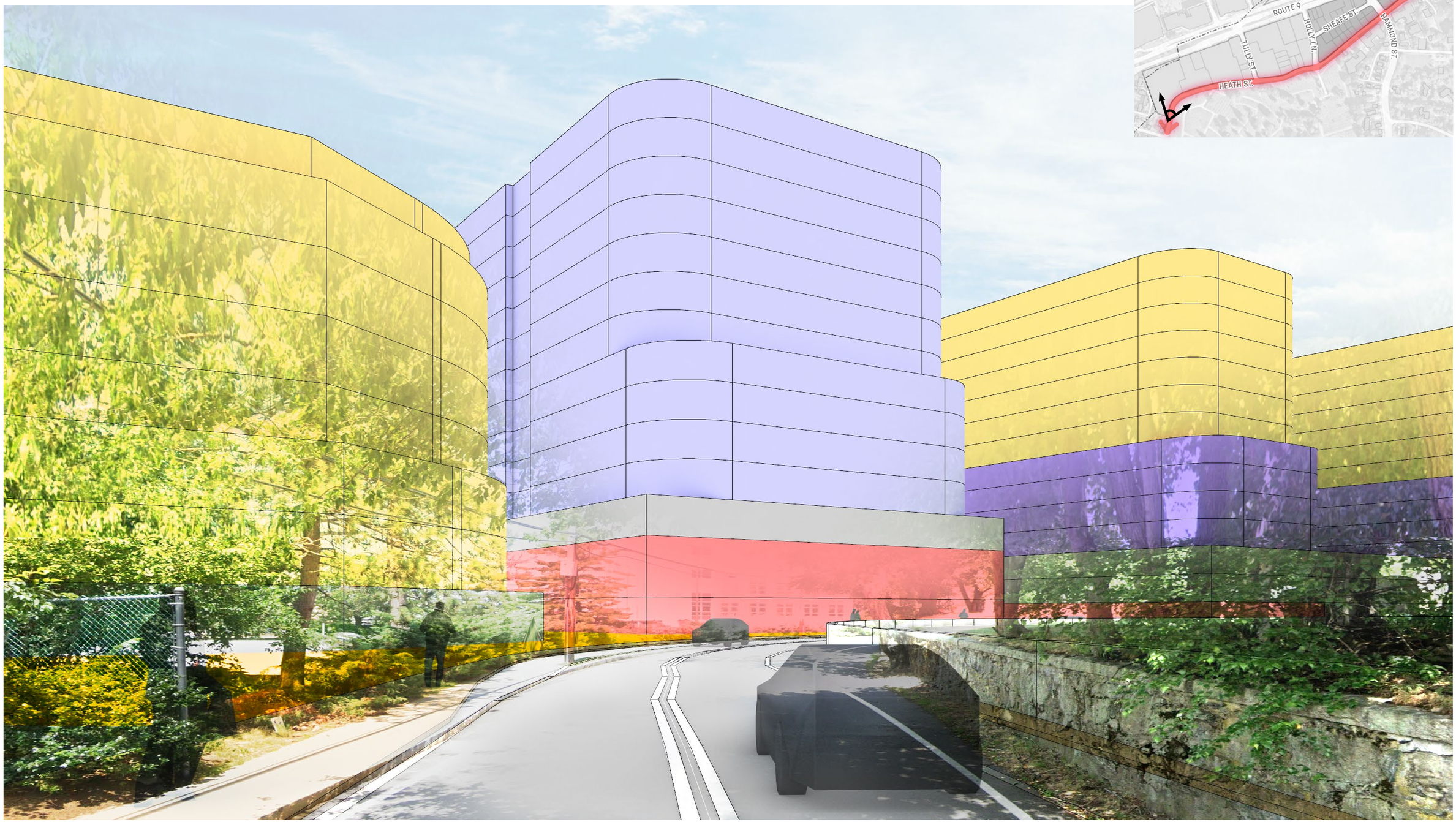
Eye Level Perspective

HEATH STREET 01 - MASSING VIEW



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Eye Level Perspective

HEATH STREET 01 - VISION



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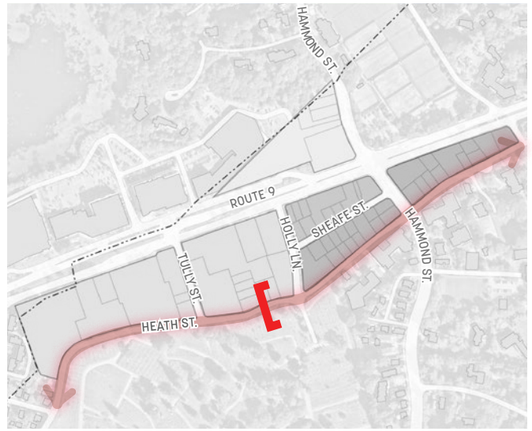
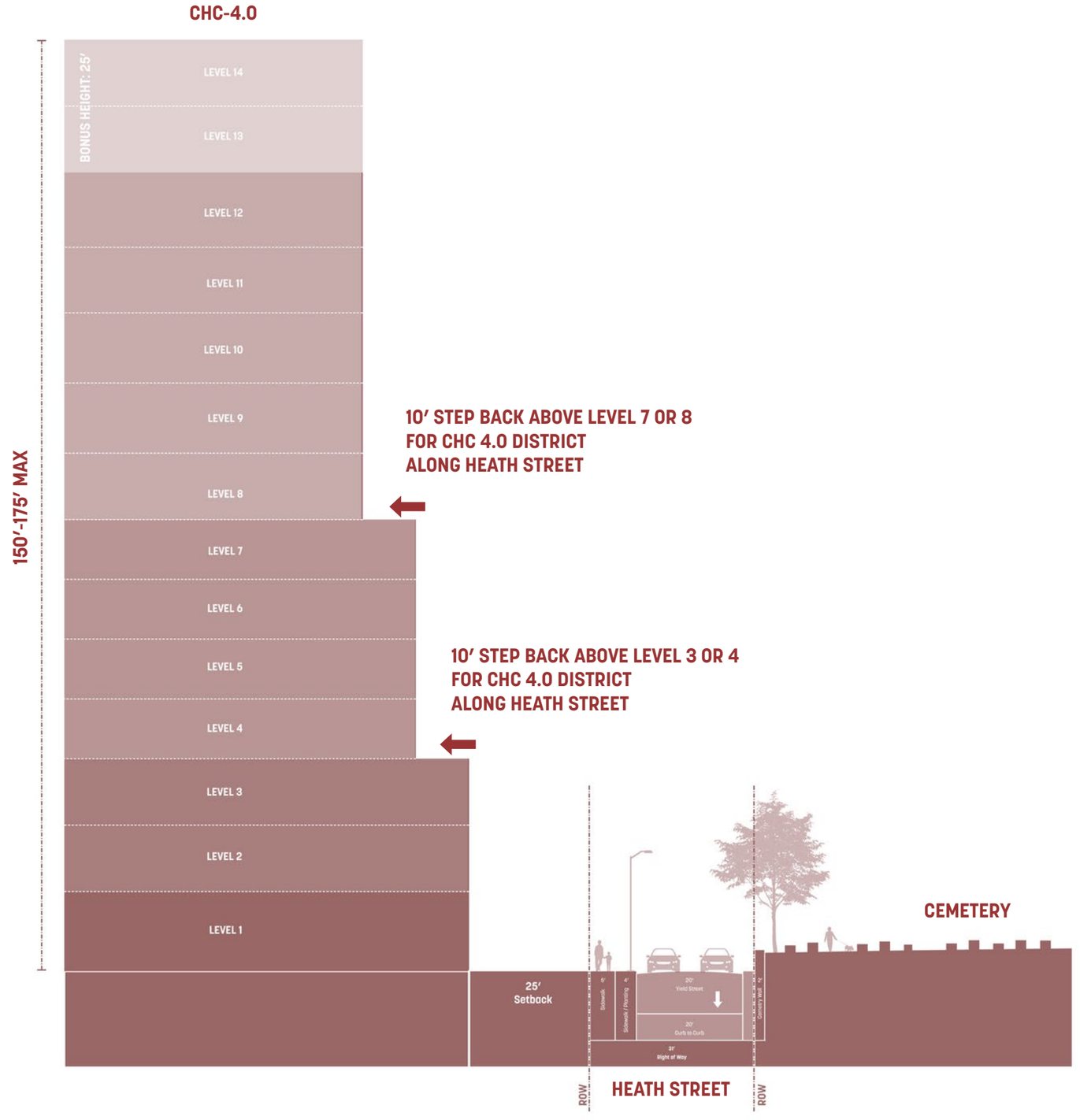
Street Section with Massing

HEATH STREET IN CHC-4.0





This cross section view of Heath Street displays the Chestnut Hill Commercial 4.0 subdistrict on the left, and the Holyhood Cemetery on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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Eye Level Perspective

HEATH STREET 02 - EXISTING VIEW



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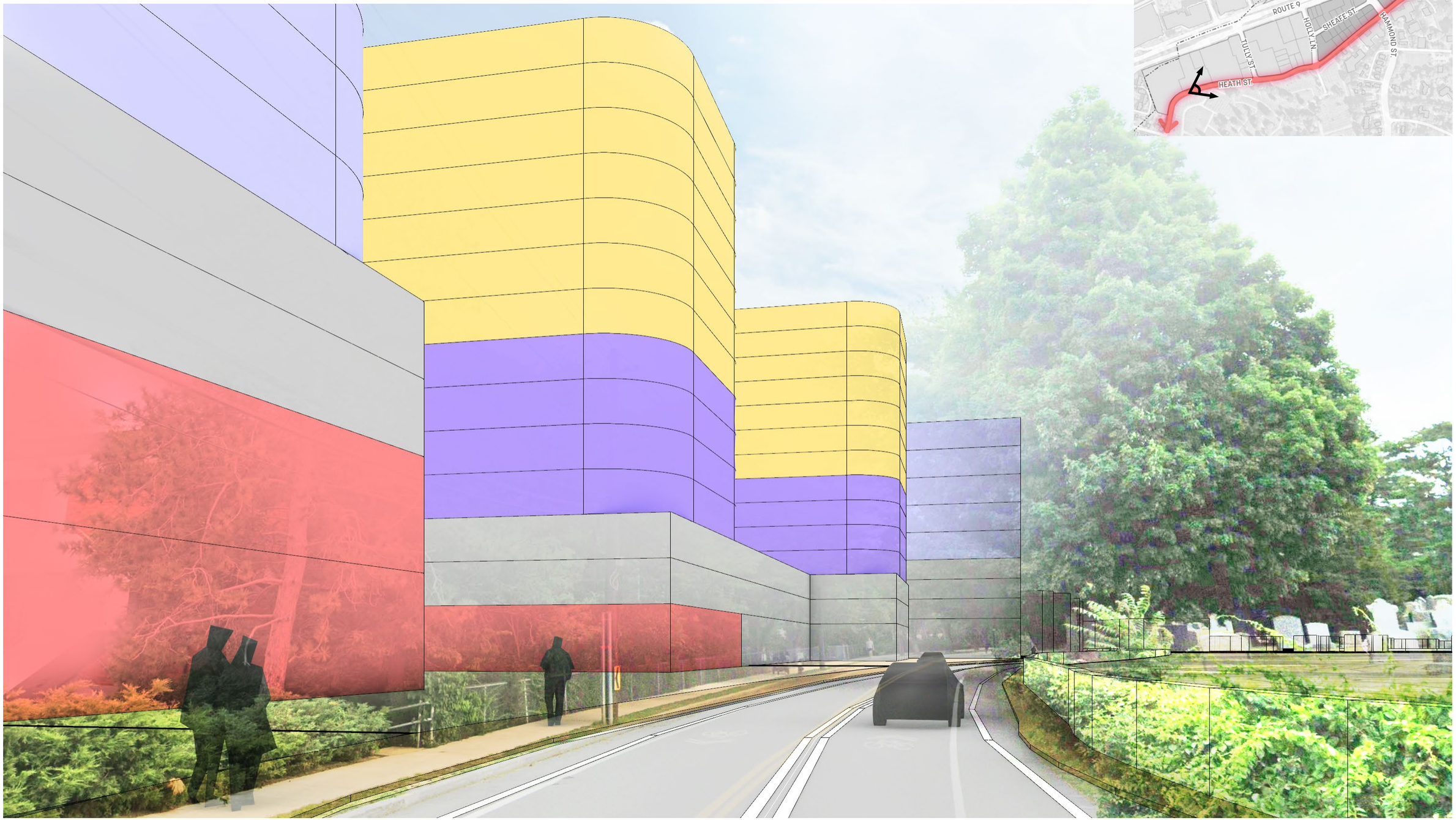
Eye Level Perspective

HEATH STREET 02 - MASSING VIEW



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Eye Level Perspective

HEATH STREET 02 - VISION



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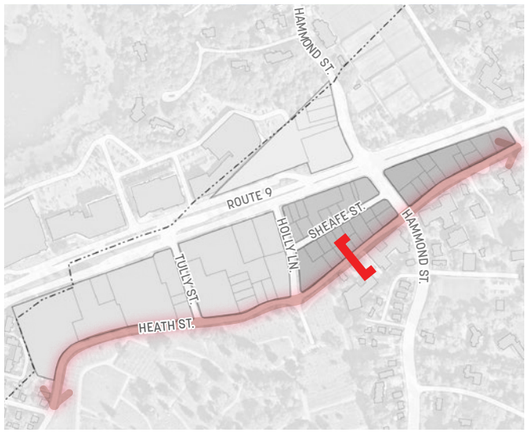
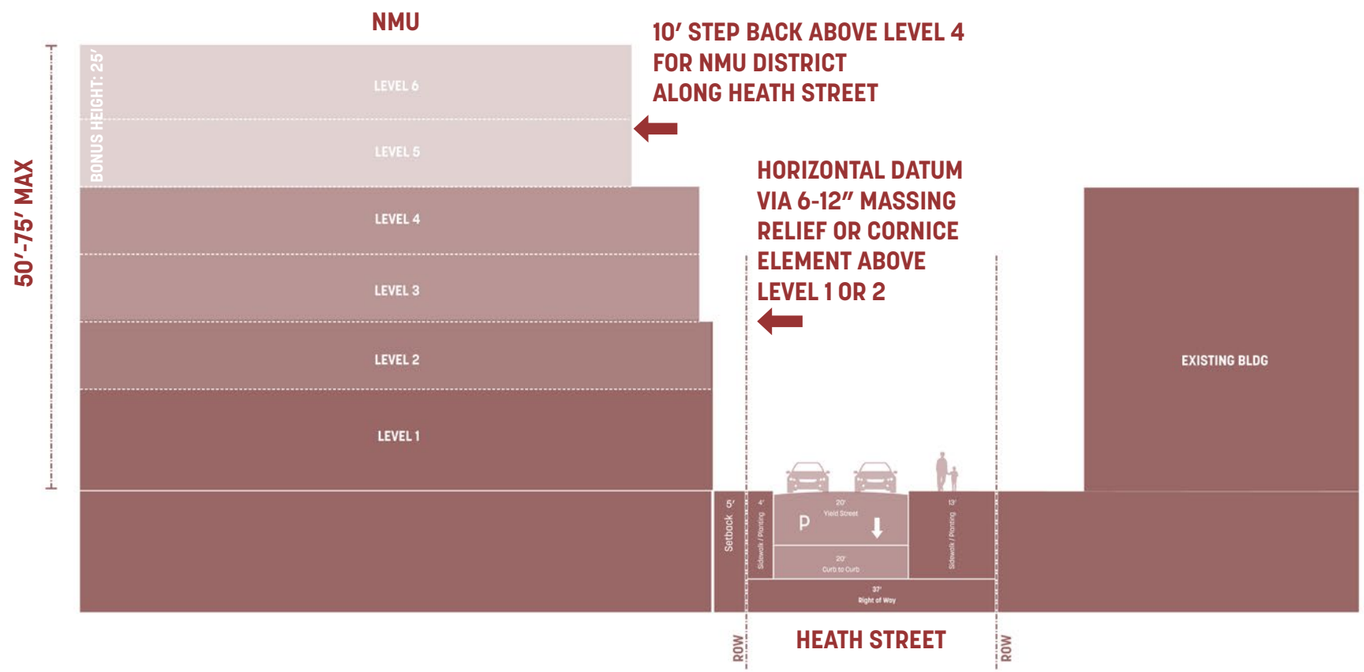
Street Section with Massing

HEATH STREET IN NMU





This cross section view of Heath Street displays the Neighborhood Mixed Use subdistrict on the left, and an existing structure outside of the study area on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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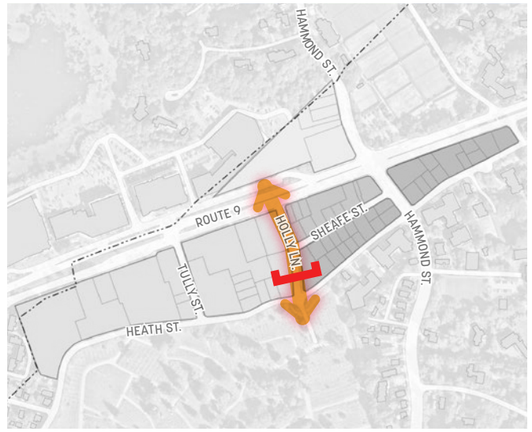
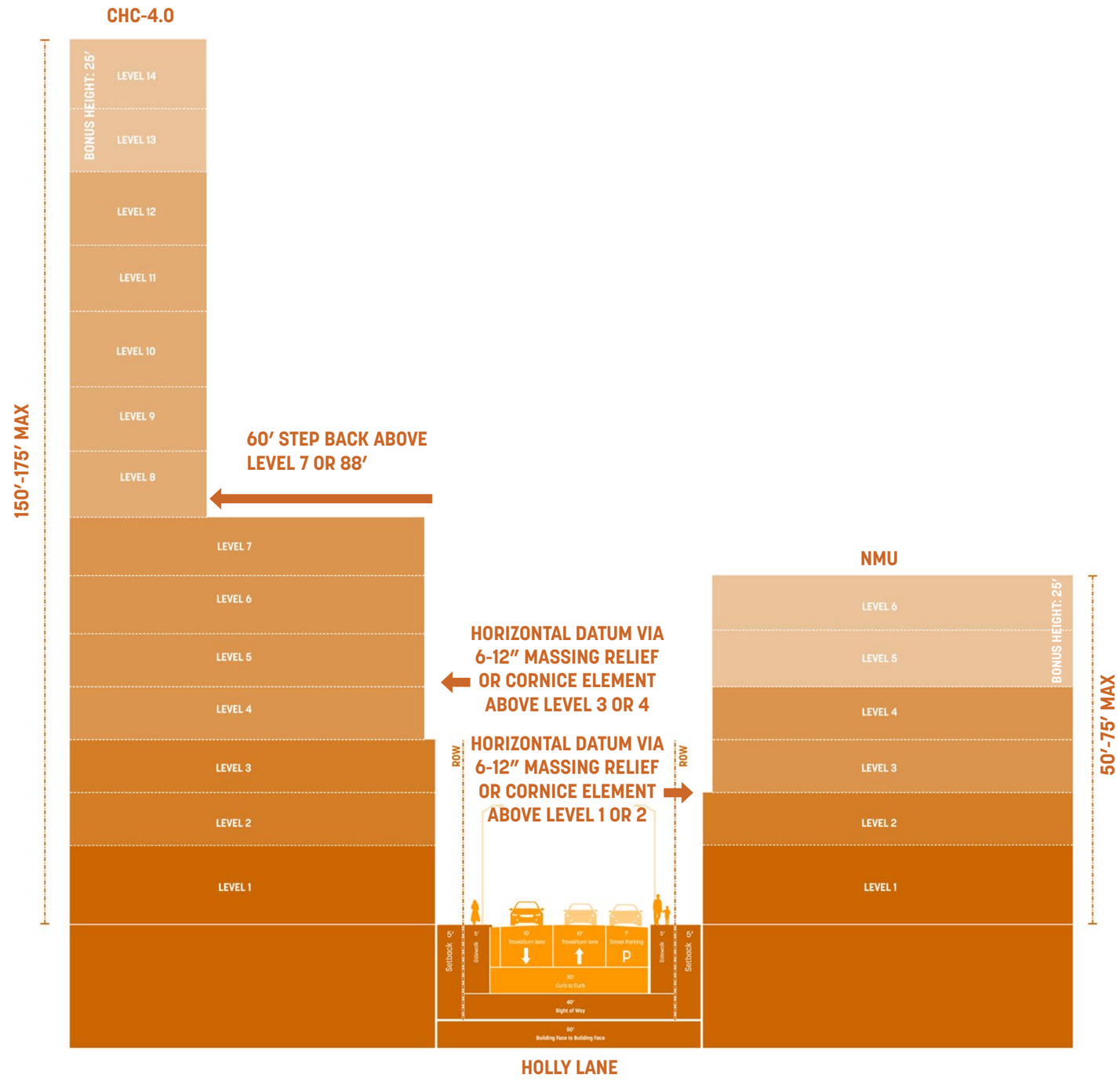
Street Section with Massing

HOLLY LANE BETWEEN CHC-4.0 & NMU





This cross section view of Holly Lane displays the Chestnut Hill Commercial 4.0 subdistrict on both sides of the street. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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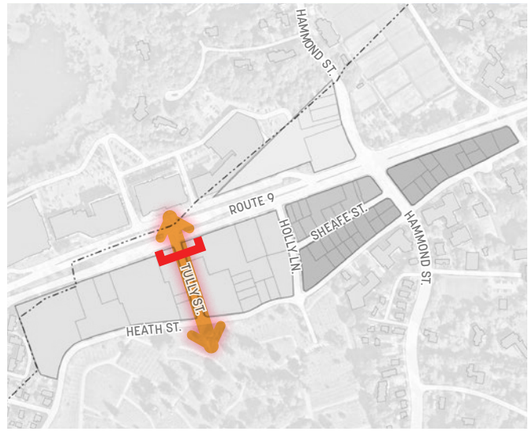
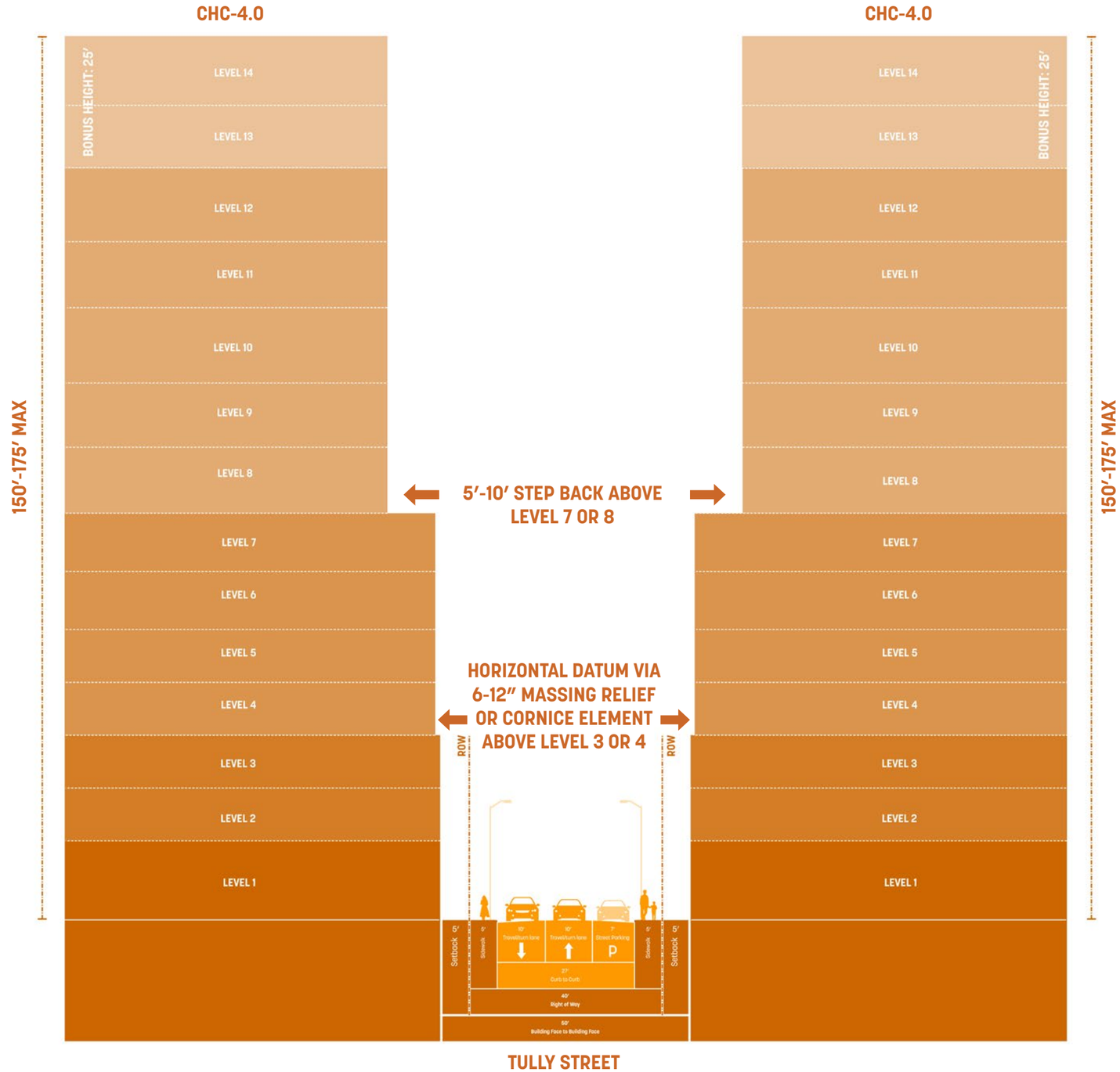
Street Section with Massing

TULLY STREET IN CHC-4.0





This cross section view of Tully Street displays the Chestnut Hill Commercial 4.0 subdistrict on both sides of the street. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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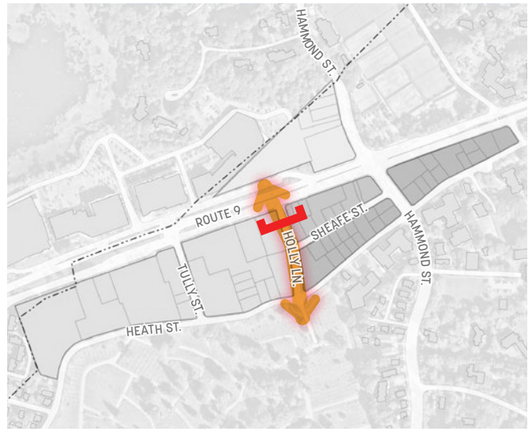
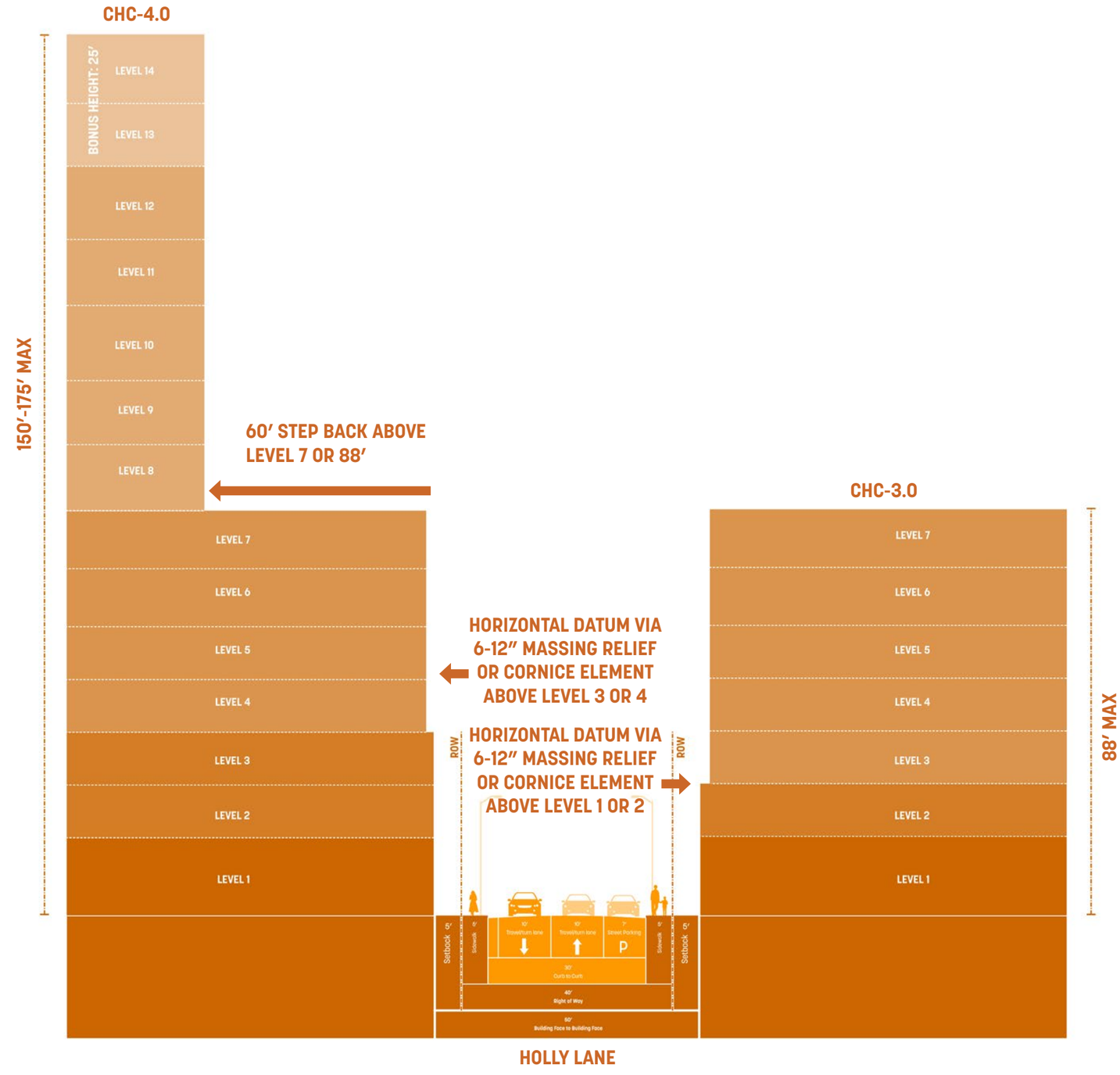
Street Section with Massing

HOLLY LANE BETWEEN CHC-4.0 & CHC-3.0





This cross section view of Holly Lane displays the CHC-4.0 subdistrict on the left and the CHC-3.0 subdistrict on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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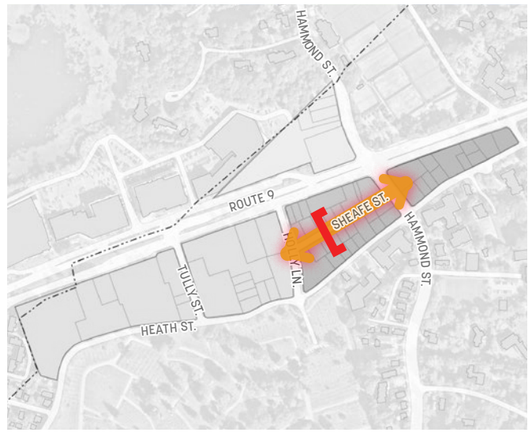
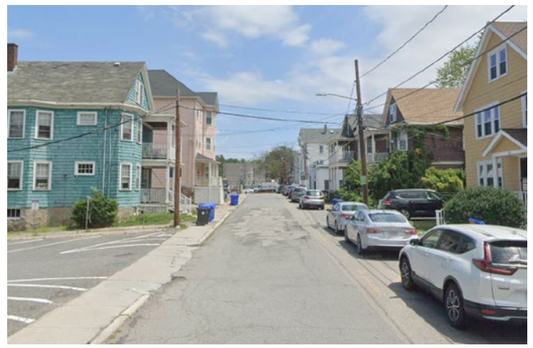
Street Section with Massing

SHEAFE STREET BETWEEN CHC-3.0 & NMU





This cross section view of Sheafe Street displays the CHC-3.0 subdistrict on the left and the Neighborhood Mixed Use subdistrict on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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Eye Level Perspective

ROUTE 9 - NMU SUB DISTRICT - EXISTING CONDITION



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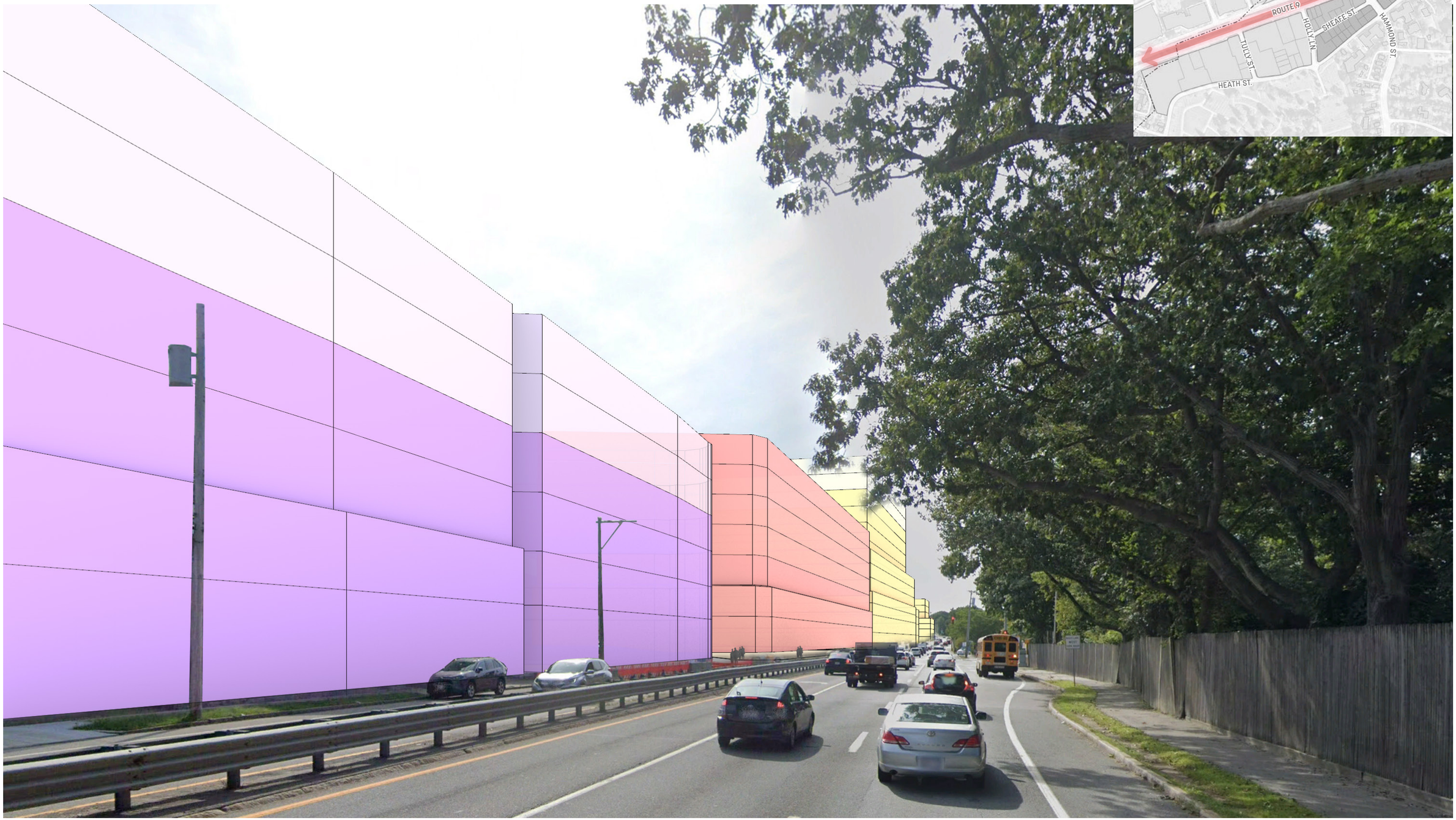
Eye Level Perspective

ROUTE 9 - NMU SUB DISTRICT - POTENTIAL BUILDING MASSING



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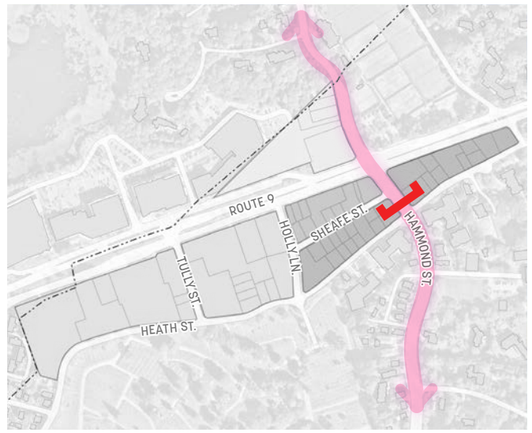
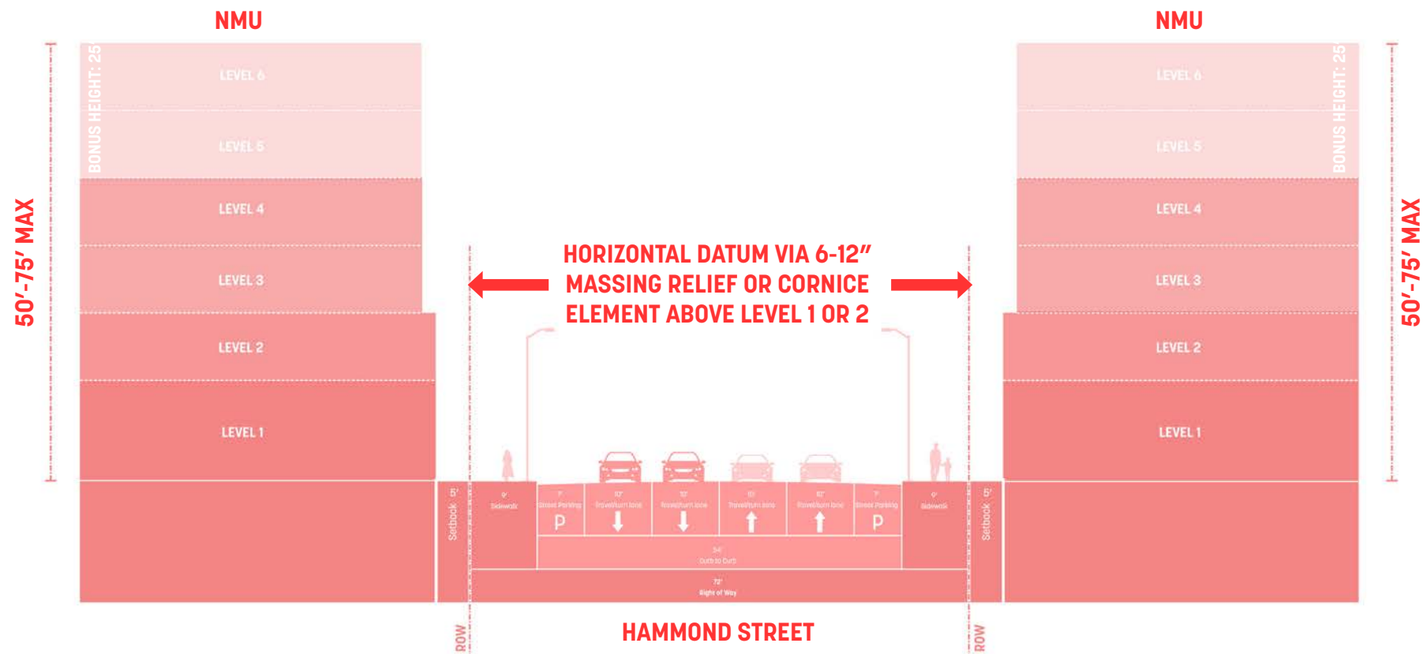
Street Section with Massing

HAMMOND STREET IN NMU





This cross section view of Hammond Street displays the Neighborhood Mixed Use subdistrict on both sides of the street. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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Eye Level Perspective

ROUTE 9 - NMU SUB DISTRICT - EXISTING CONDITION



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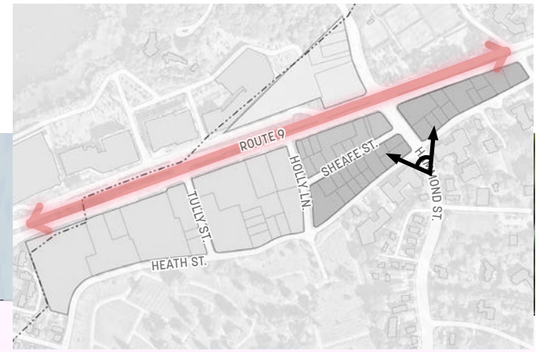
Eye Level Perspective

ROUTE 9 - NMU SUB DISTRICT - POTENTIAL BUILDING MASSING



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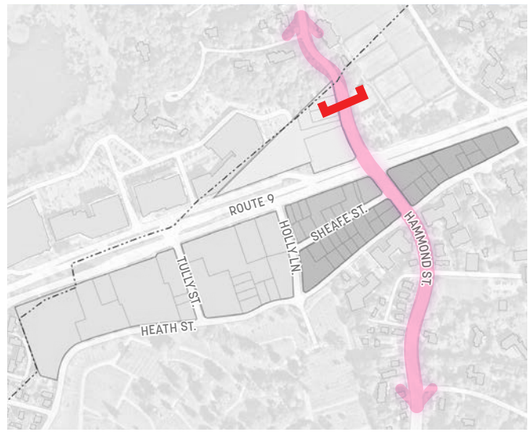
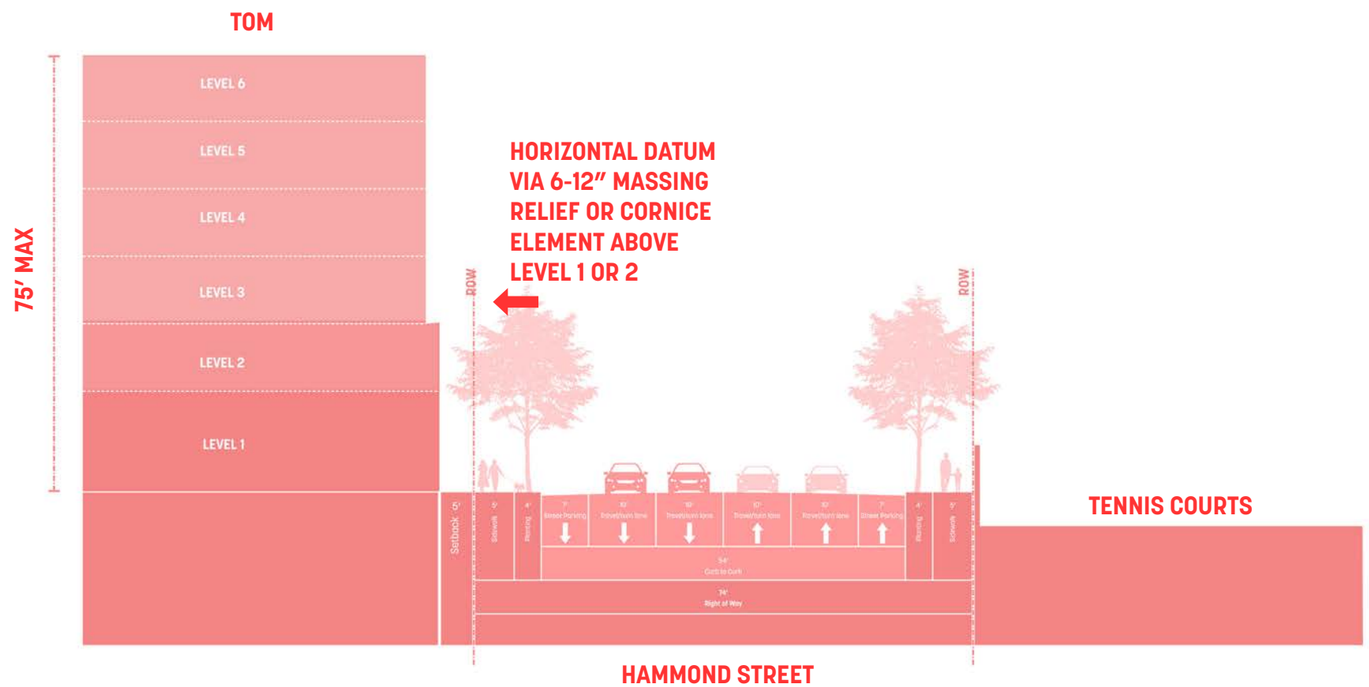
Street Section with Massing

HAMMOND STREET IN TOM - NORTHERNMOST PORTION





This cross section view of Hammond Street displays the Transit-Oriented Mixed-Use subdistrict on the left and existing tennis facilities on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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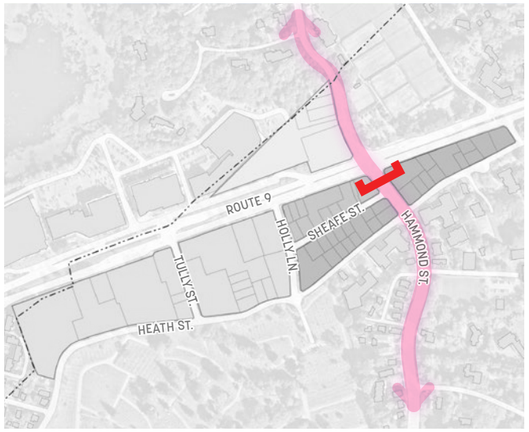
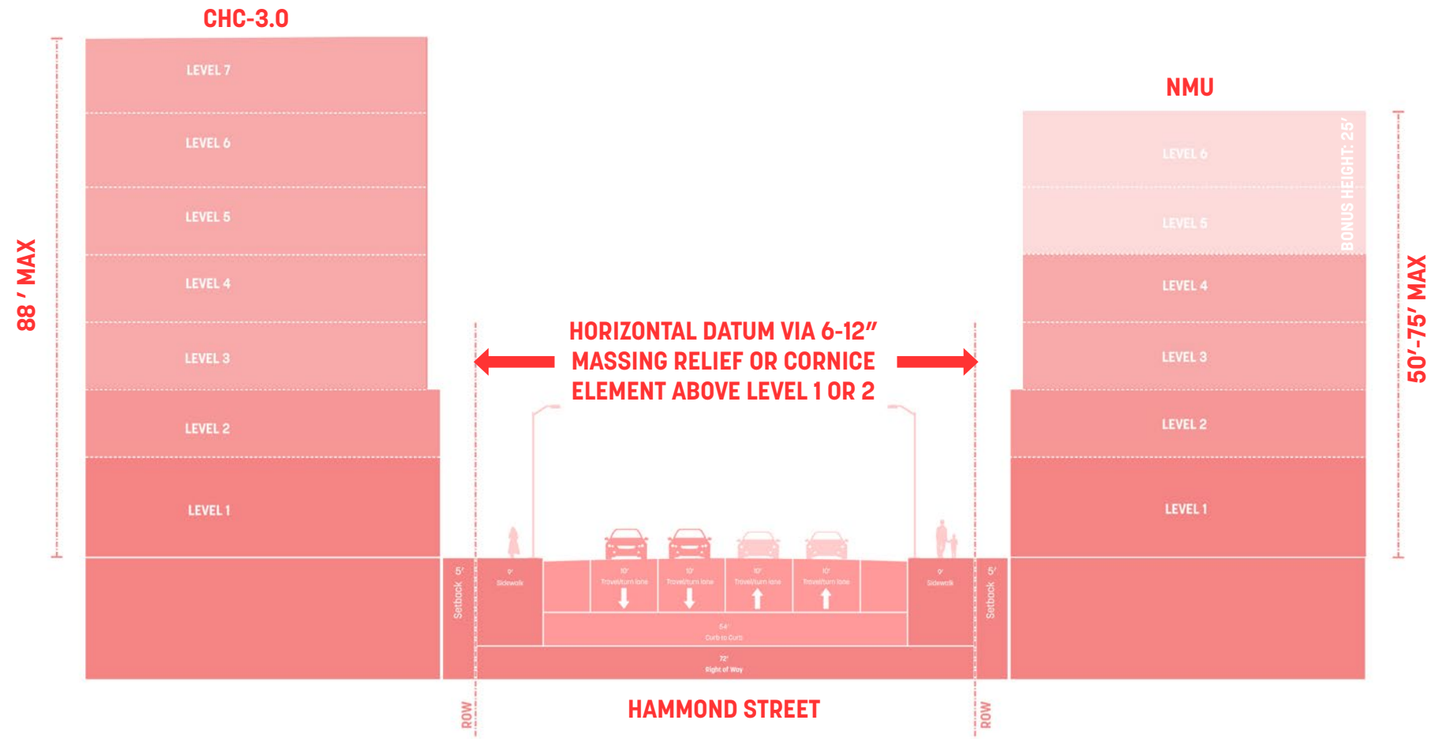
Street Section with Massing

HAMMOND STREET BETWEEN CHC-3.0 & NMU





This cross section view of Hammond Street displays the CHC-3.0 subdistrict on the left and the Neighborhood Mixed Use subdistrict on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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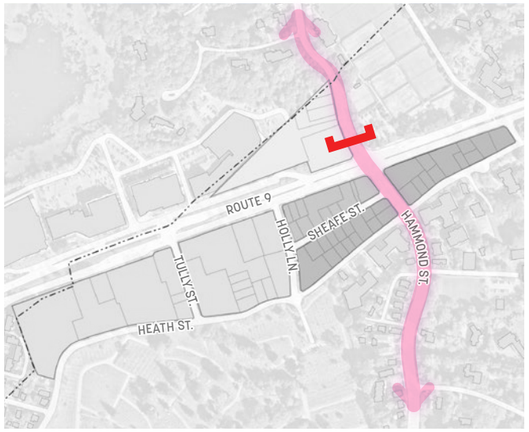
Street Section with Massing

HAMMOND STREET IN TOM - ROUTE 9 ADJACENT





This cross section view of Hammond Street displays the Transit-Oriented Mixed-Use subdistrict on the left and existing tennis facilities on the right. This illustrates potential building massing based on the maximum permitted building height, the required setback distance from the property line, and required step backs on upper building levels.



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Eye Level Perspective

ROUTE 9 - TOM SUB DISTRICT - EXISTING CONDITION



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Eye Level Perspective

ROUTE 9 - TOM SUB DISTRICT - POTENTIAL BUILDING MASSING



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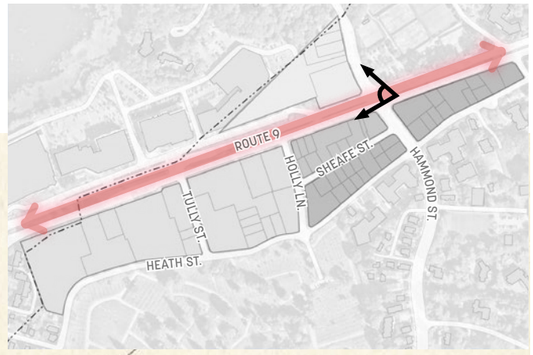
Eye Level Perspective

ROUTE 9 - TOM SUB DISTRICT - RENDERED VIEW



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Design Controls

Intent

This section establishes design guidance for buildings throughout the study area to ensure high-quality architecture that enhances the urban environment. This section begins by addressing considerations such as materials, glazing, and energy-efficient design strategies. It then provides detailed guidance for activating street-level experiences through transparency, durable materials, and thoughtful programming that prioritizes the public realm. Particular consideration is given to the design qualities of residential and commercial buildings as well as structured parking facilities. By establishing clear expectations for building design, materials, entries, and the street-level experience, these controls aim to foster development that contributes meaningfully to the public realm, creates a distinctive neighborhood identity, and supports the long-term vitality of the neighborhood.

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Materials & Color

Buildings in the study area should use a variety of colors and materials based on a palette that is appropriate to the climate and region. Variety within each building will help create a unique and vibrant neighborhood while a similar palette will unify the larger area.

Glazing

Windows and glazing should be carefully considered relative to program, orientation and views. Windows should be designed to minimize heat gain and energy use impact on the project. The glazing itself shall have a maximum exterior reflectivity of 15% and a solar heat gain coefficient (SHGC) rating of .25-30. To avoid glare, reflective glass should not be used except as accents or under unique conditions. This is especially important at street level, in order to create inviting retail environments with transparency between active interior programming and the public realm.

Materials

Materials that do not contribute to a heat island effect should be selected; examples include aluminum, HDPE (high-density polyethylene), or, above 20 feet, an exterior elastomeric or cementitious continuous insulation system.

Elastomeric or cementitious continuous insulation systems should only be used on the upper levels of buildings where there is less chance of impact damage. Large, uninterrupted expanses should be avoided, as it is difficult to achieve a consistent and smooth finish that doesn't reveal imperfections under intense sunlight. Texture, aperture, color, material change, and shadow-casting are a few strategies to provide interest to the upper floors.

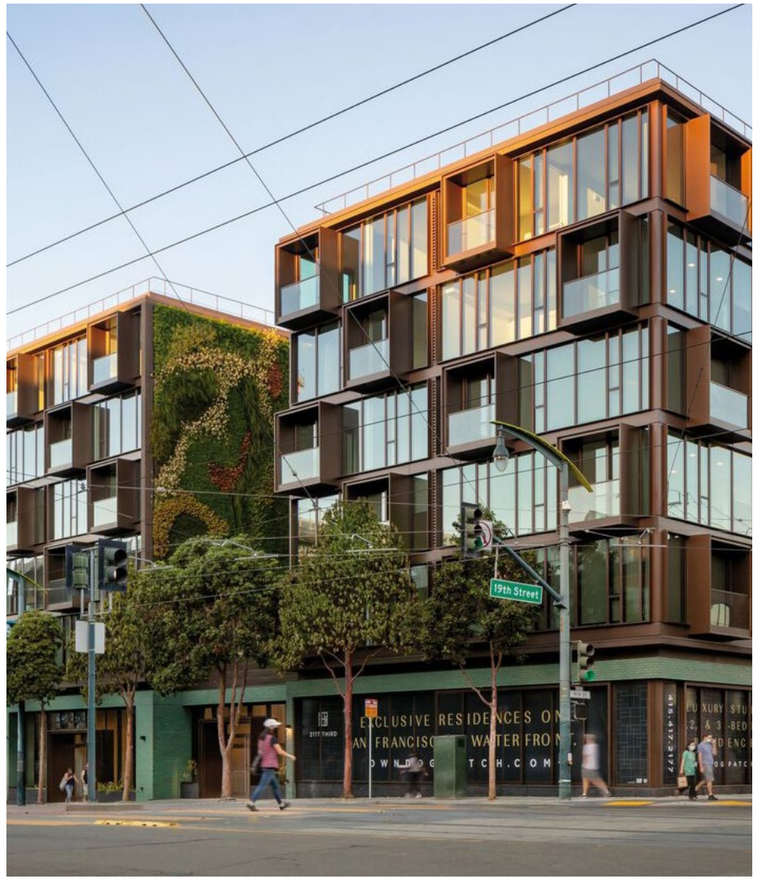
Elastomeric or cementitious continuous insulation systems should not be used to create moldings or other design elements created by built-up layers of rigid insulation.

Three-dimensional wall textures, including vertical or horizontal fins can create facades that self-shade. Building-integrated photovoltaics (BIPV) or other integrated technologies should be considered to replace conventional building materials in parts of the building envelope such as the roof, skylights, or facades, or, in more expressive forms, windows and balconies.

Longevity & Care

Material selection should take into consideration both longevity and care. This includes selecting materials that will not degrade under extreme heat, cold, and UV exposure. Buildings should be designed in such a way that rust will not drip onto the building or landscape.





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Street Level

Street level is defined as the ground floor of buildings extending up to a minimum of 15 feet above grade. Critical attention should be paid to the street level of every building, including the following:

- Create pedestrian interest/activity
- Implement pedestrian-scaled materials (tactile, texture, small scale, pattern)
- Create pedestrian shade and comfort
- Reduction of wind turbulence (building shaping & articulation, localized wind breaks, landscaping)
- Use timeless, durable, low-maintenance materials
- Incorporate unique accent materials

Active Uses

Active uses include, but are not limited to, retail, restaurants and bars, office, galleries, community rooms, and fitness spaces. Appropriate active uses will vary based on the character of the specific streets. Residential lobbies are not considered active use.

Buildings should provide commercial uses at street level for a minimum 60% of the length of each facade, with an emphasis on street corners. The remaining length can be used for parks, plazas, lobbies and entries for upper level uses or residential uses. Any service or parking access should be minimized in width, aiming not to exceed 24' in contiguous frontage. Service and parking uses should not be located adjacent to any on-site open space.

Floor-to-Floor Height

Active Use ground floors must have a minimum floor-to-floor height of 15 feet with a minimum of 10 foot ceilings. Ground floors are encouraged to have floor-to-ceiling minimum heights of 15 feet in public areas to encourage retail and public uses with 20 foot floor-to-floor heights.

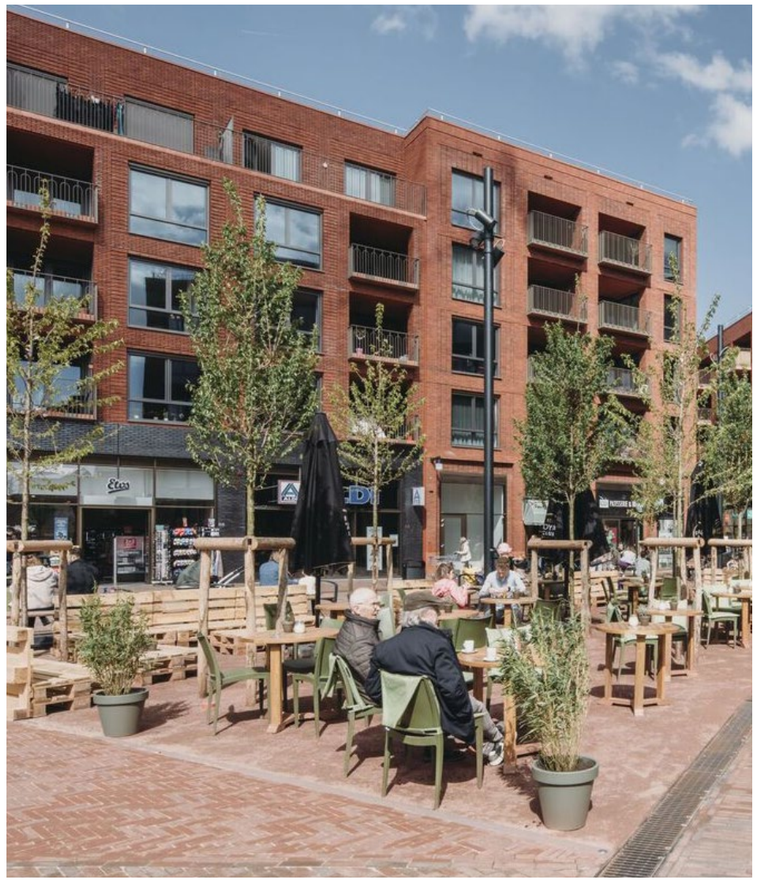
Transparency

For commercial uses at street level required by zoning, at least 60% of the length of the ground floor facade and 80% of the wall area between a height of 12 inches and 10 feet should consist of transparent windows and doors, or be open to allow maximum visibility between the sidewalk and interior space. The use of art display windows, artistic graphics, and interactive program elements may be counted toward this requirement.

Entry

All primary building entries should meet the sidewalk at grade. Entries leading directly to individual dwelling units from the street should be elevated above sidewalk level. Entries to retail uses should be incorporated into entire storefront design to create unique and creative character to the street level environment.





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Street Level

Materials

Materials of the ground floor should be durable and human-scaled. The ground floor apertures should be commercial, metal frame or butt glazed with a minimum of 1 inch insulated glazing. Vinyl clad window frames are not allowed at the ground floor.

Indoor-Outdoor Space

Indoor-outdoor programming should be considered where appropriate to minimize the need for conditioned space. Porosity should be emphasized to minimize expanses of continuous or 'slick' facades.

The ground floor should be articulated selectively with projections or bays to accommodate spaces such as pocket parks, patios, and extensions of interior spaces out onto sidewalks. Consideration should be given to indoor-outdoor opportunities, dissolving walls, and public/semi-public and private realms like courtyards and other typologies. Articulations and features that reduce wind turbulence should be considered to foster pedestrian comfort and promote active use of these spaces.

Shade and Shelter

Consider transition spaces at entries and along storefronts to provide comfortable movement from the bright sunlight to interiors. Entries should also provide shelter from high winds, rain, and winter weather for pedestrians transitioning from inside to outside or waiting for personal transportation. This may include, but is not limited to, the use of canopies, arcades, overhangs, and other building elements. Shade elements should not obscure visibility of ground floor spaces from the public realm.

Art

Public art is encouraged at all levels of building design, but should be emphasized where it can provide accents or serve multiple program applications such as shelter, light, wayfinding, or identification of unique places as well as unique architectural elements integrated into building design such as screens, gates, rails, facades, and other elements.

Primary Building Entry

Residential and commercial primary lobbies for the upper uses of buildings should be easily identifiable and distinguished from the other ground level uses. Recessed doors, special canopies or awnings, and/or changes in material, color, or transparency are encouraged to enhance and identify main building entries. Rain protection should be provided at main entries.





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Street Level

Ancillary Use Upper Level Entry

Public program spaces located on upper floors, such as retail or commercial, can have street-level entrance and presence through the use of inviting exterior stairs that engage the public sidewalk at street level. Public art, water features, and pedestrian scaled signage designed in a manner to visually link the street and upper level can reinforce their unique identity.

Cooking Exhaust

All development projects with initial or future potential cooking facilities must provide ample vertical shaft way infrastructure to enable installation of exhaust functions to the roof. Cooking exhaust fumes must be directed through the roof rather than side walls along street elevations.

Utilities

All electrical, water, and gas service facilities and associated piping should be concealed within dedicated or shared enclosures, alcoves, etc. to the extent allowed by governing authorities. All conduit, gas pipe, storm drainage pipe, downspouts, etc. shall not be exposed to the public realm.









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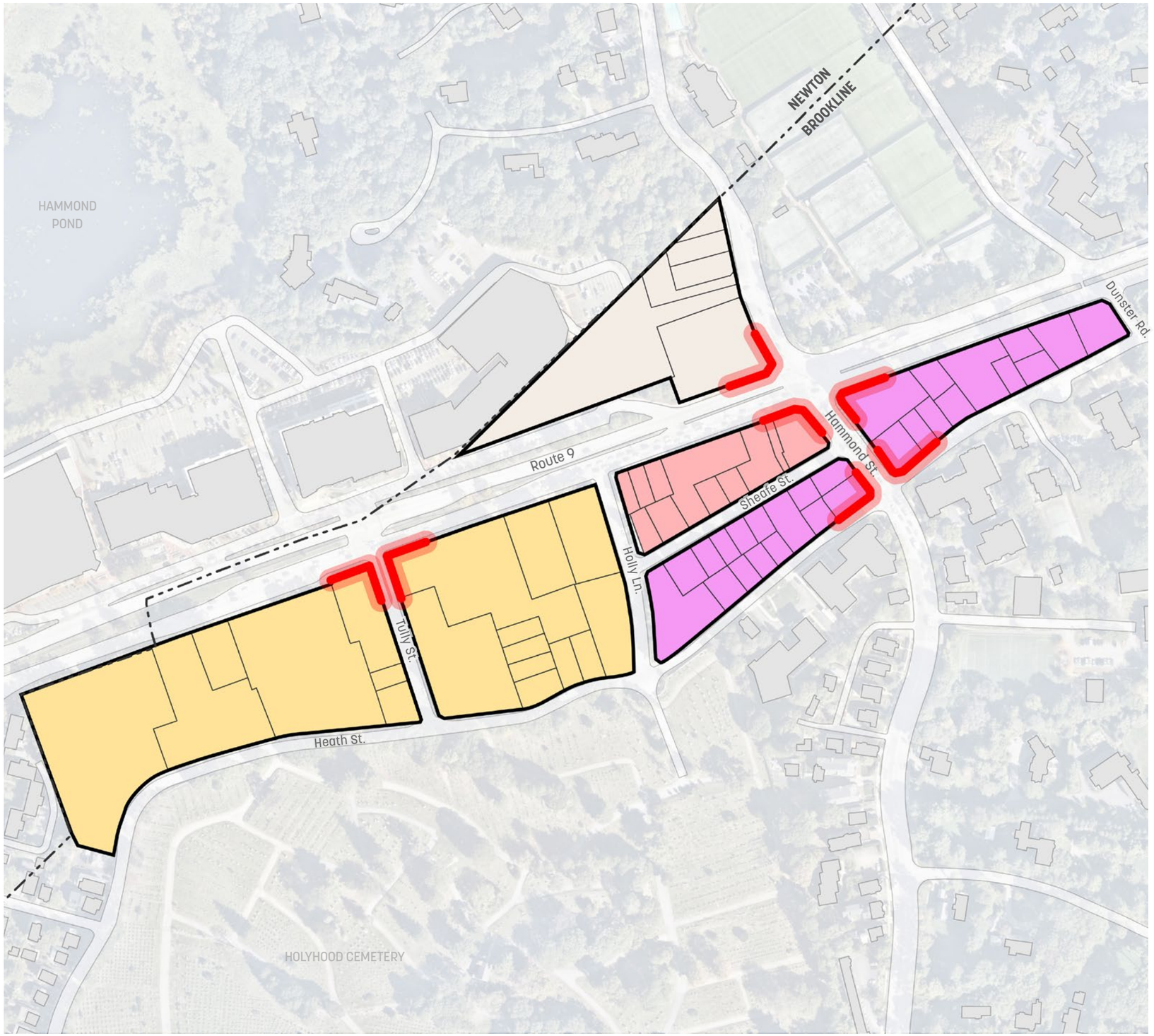
Gateway Corners

Buildings at street corners play an important role as gateways that welcome visitors into the neighborhood. Including architecturally distinctive corner elements on buildings at strategic points throughout the study area can improve the public realm experience and foster a sense of place.

These gateway corners should create a sense of arrival and serve as a visual landmark within the neighborhood. This may be achieved through shifts in building geometry, architectural projections from the main facade, additional building height at the corner compared to the rest of the building, balconies, and variation in building materials and rooftop elements at significant building corners. To support the overall effect of these design elements on the public realm, blank walls should not be located on facades within 30 ft of a gateway corner.



Legend

- Gateway Corners
- Chestnut Hill Commercial (CHC-4.0)
- Chestnut Hill Commercial (CHC-3.0)
- Neighborhood Mixed Use (NMU)
- Transit Oriented Mixed Use (TOM)

0 125′ 250′ 500′

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Gateway Corners

Gateway corners that stand apart from the surroundings and contribute to the public realm can be expressed through a variety strategies that include variation in building geometry and materials.













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Commercial Buildings

Design of commercial projects should enhance the urban experience of the Chestnut Hill Commercial Area by considering the unique aspects of each project's ground floor and upper levels. As with all projects within the area, commercial projects should spatially reinforce the public realm.

Buildings should be of high quality, with architectural design that responds to the local climate and culture. Designs should include articulation, shading, form, materials, color, and other detailing that creates a vibrant urban character and further addresses sustainable practices in design.

Facades

Design should consider breaking up large featureless walls, spaces, masses, or volumes through an articulated facade to create visual interest and engage the sky through vertical undulations.

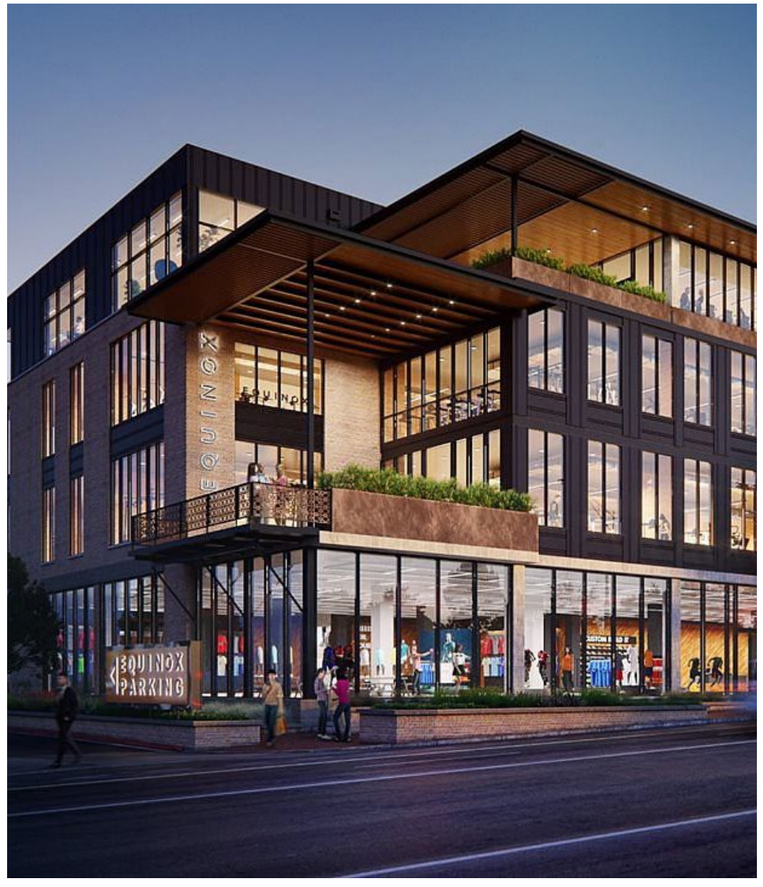
Roofs

Roofs should be Photovoltaic (PV)-ready, with large, unshaded expanses of roof area that are free of mechanical or other equipment, and which are structurally designed for minor additional loads.

Service/Loading

Building services such as loading docks, entries to parking, refuse and mechanical should not be minimized in width, and should not exceed 24' in contiguous street frontage. The design should minimize the impact on the public realm through time restrictions, building enclosures, and other design features. Location and design of loading and service areas should take into account odor control measures to mitigate any potential impact on the public realm. Service and loading areas should not be located adjacent to any on-site open spaces such as parks or plazas.







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Residential Buildings

Design of residential projects should enhance the urban experience of the Chestnut Hill Commercial Area by considering the unique aspects of each project's ground floor and upper floors. As with all projects within the area, residential projects should spatially reinforce the public realm.

Residential building design should convey pedestrian circulation around and through the project to create a safe and livable environment for residents, visitors, and the public passing by. A variety of amenity spaces are encouraged; these spaces may take on different forms such as courtyards, roof decks, expressive programmatic form as part of building composition, or sky decks carved out of the facade. Unique amenities can serve not only residents, but the area as a whole; these may include bike storage/service and community gardens, among others.

Non-Residential Ground Floor

Ground floors that are not dwelling units should be activated through programs including fitness, retail, office, galleries, and community rooms. These will encourage a dynamic pedestrian experience.

Residential Ground Floor

The elevation of the floor of any ground-level residential unit must be located between 18" and 42" above the adjacent sidewalk. Ground-floor porosity is encouraged, but should consider delineation of public, semi-public, and private realms. Any residential units located at ground level should provide a semi-public transitional zone with steps, landscape, site walls, and other design elements to delineate the public and private realms, and to create pronounced thresholds.

Windows

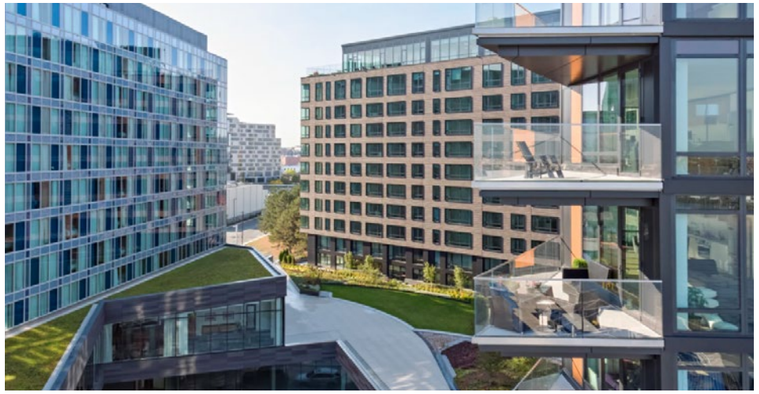
Ground-level dwelling units should include windows and/or doors that maximize transparency between the unit and the public realm. Continuous blank walls and dark or mirrored glass are not allowed.

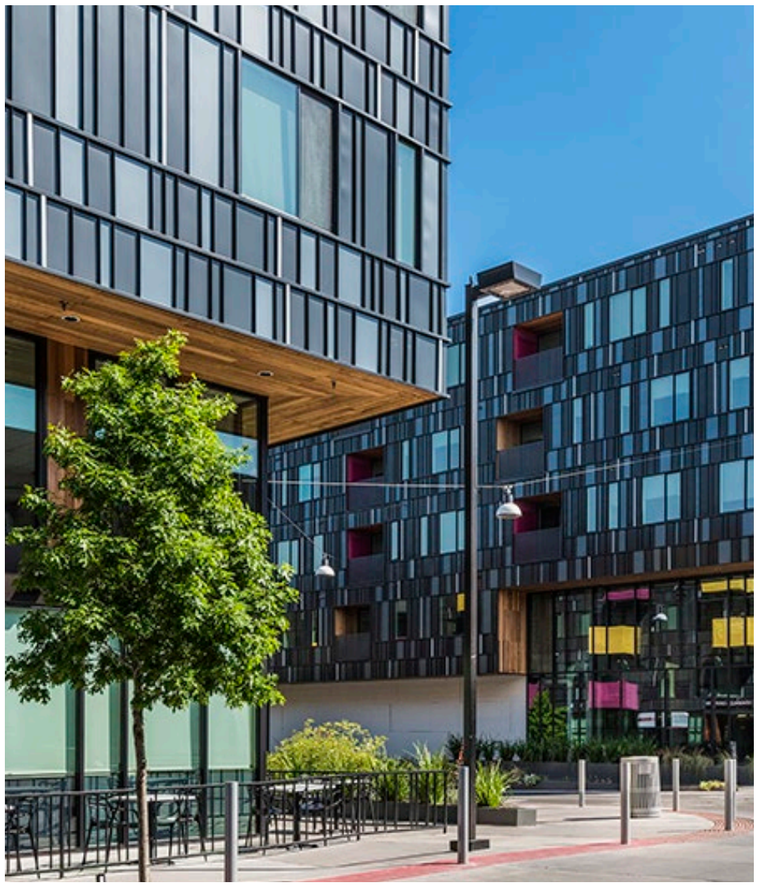
Outdoor Space

Any ground level, private or semi-private decks, patios, and porches should have guardrails, walls, or screens, and be located a minimum of 18" to 42" above the public sidewalk.

Service/Loading

Building services such as loading docks, entries to parking, refuse and mechanical should not be placed on retail or pedestrian streets. Location and design of loading and service areas should take into account odor control measures to mitigate any potential impact on the public realm. Service and loading areas may not be located adjacent to any on-site open spaces such as parks or plazas.





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Residential Buildings

Entries

Residential lobby entries should be welcoming and assist in the visual transition from exterior sunlight to controlled interior light. Lobbies should be limited to narrow widths (30 feet or less) to minimize interruption of the active street frontage.

Facades

Design should consider breaking up large featureless walls, spaces, masses, or volumes through an articulated facade to create visual interest and engage the sky through vertical undulations.

Residential facades should respond to each individual orientation. This includes minimizing glazing/ aperture and vertical shading on the east and west exposures, horizontal shading on south apertures, and potentially more generous apertures with vertical shading on the north.

Upper floors should be highly articulated with aperture, programmatic expression, balconies, shade devices, individual unit expression, etc. Window placement should be carefully considered relative to urban adjacencies to reduce the number of interior window treatments that are closed for privacy. Angled walls, recessed balconies, and windows should be perpendicular or at an angle to the street to avoid direct views from adjacent buildings.

Roofs

Roofs should be Photovoltaic (PV)-ready, with large, unshaded expanses of roof area that are free of mechanical or other equipment, and which are structurally designed for minor additional loads.







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Structured Parking

Parking structures are critical components of a successful urban pedestrian environment; however, the size and inactive programming are often in conflict with the vibrant environment they support. The goal of the standards for garage design is to minimize their presence and interface with the pedestrian experience.

Every parking structure should contribute something beyond just being a place to store cars. A structure can achieve this with photovoltaics on the roof for power generation, program space on ground floor or vertical veneer, a rain capture system, a vertical garden, public art, micro mobility hubs for bikes and scooters, or future transformation from automobile storage to a completely different urban asset.

Active Ground Level

Structured parking should be sited for easy vehicular access while minimizing impacts to the public realm and any conflicts with pedestrians or cyclists. Structured parking should be located below grade when possible. Should structured parking be necessary above grade for geotechnical or other reasons it should be screened from view at all levels with high quality architectural treatments, or wrapped with residential uses. The ground level of all above grade structured parking should be programmed with commercial or retail uses with a minimum depth of 30'.

Vehicle Access

Vehicle entries should be minimized in all instances to the extent permitted by building code. Entries should be located to allow stacking and safe interface with the public realm, including interior stacking to avoid cars backing up on public roadways.

Facade

Any exposed portion of a parking garage to any street should be screened with programmatic uses such as retail, office, residential, stairway, or elevator functions engaging/activating the street, architectural elements, or sustainable or artistic treatment that becomes an amenity to the urban environment. Other than ground level garage entries (which should include special attention architecturally) garage functions should not extend down to street level frontage.

Vertical Circulation

Pedestrian vertical circulation within the garage should contribute to and extend the pedestrian experience of the area. This includes locating and designing vertical elements to have visual connection to the public realm as unenclosed space or through the use of windows and transparent facades.

Lighting

Roof deck lighting, and other garage lighting, should be controlled to minimize any impact to surroundings.

Adaptable Design

Design should consider the lifespan of the parking structure and the advent of diminishing private vehicle usage over time. As such, parking structure design should consider preparing for adaptive reuse by minimizing ramps and providing a minimum 14-foot floor-to-floor height particularly on lower levels.

Sustainable Elements

The roof deck of any garage, if used for parking, should be covered with shading devices such as photovoltaics or canopies. All parking spaces should be covered; it is encouraged to cover the complete footprint of the garage.



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Shadow Studies

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Shadow Impact Studies: March

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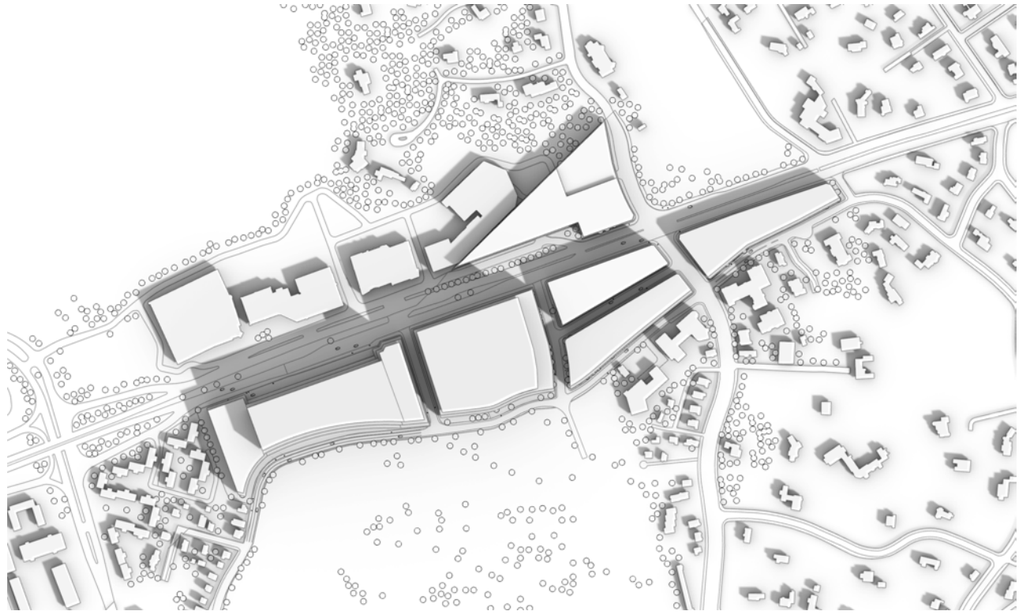

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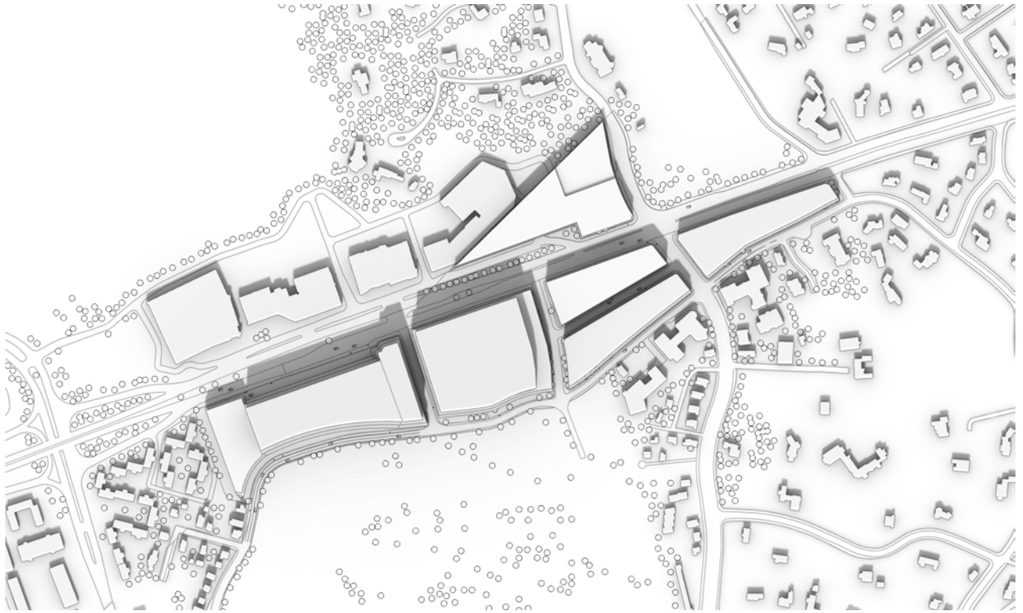

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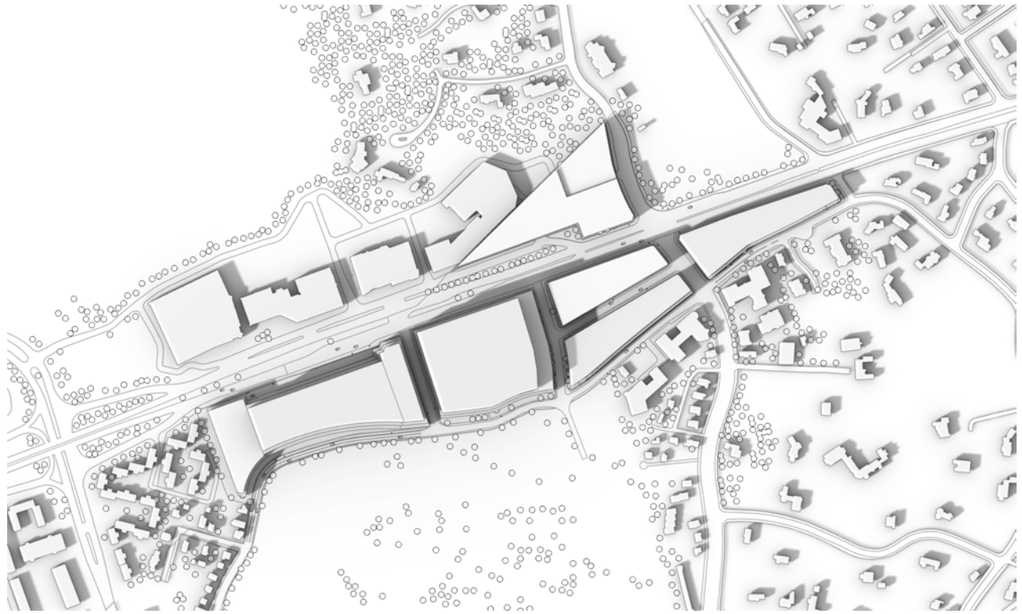

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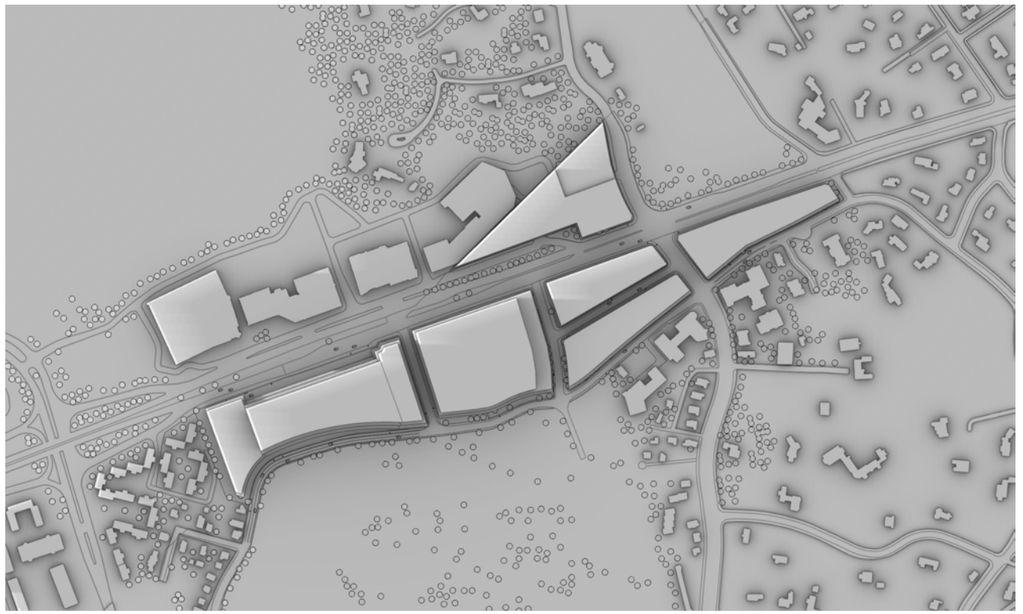

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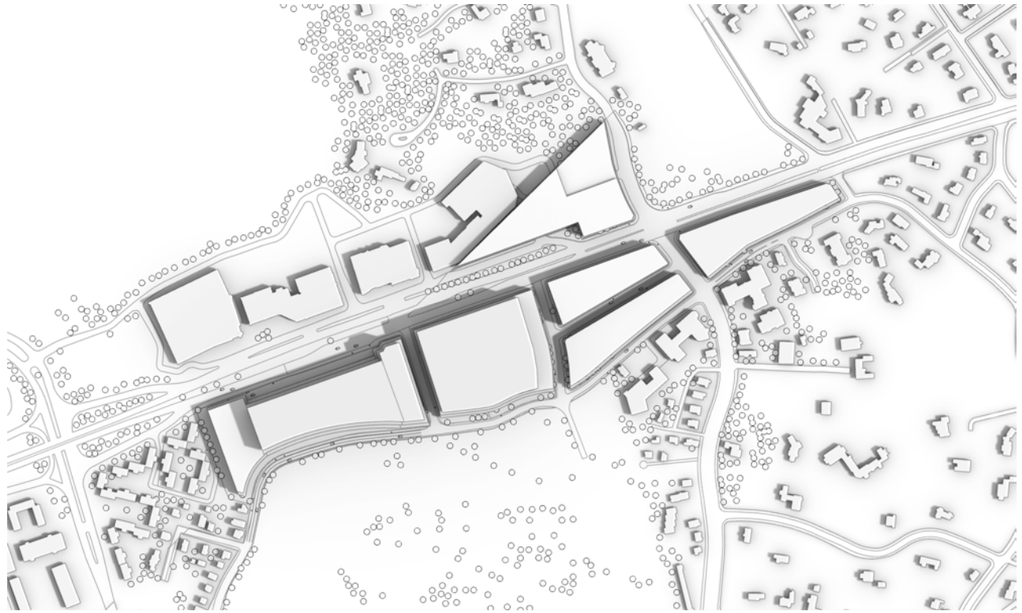
Shadow Impact Studies: June

JUNE, 9 AM



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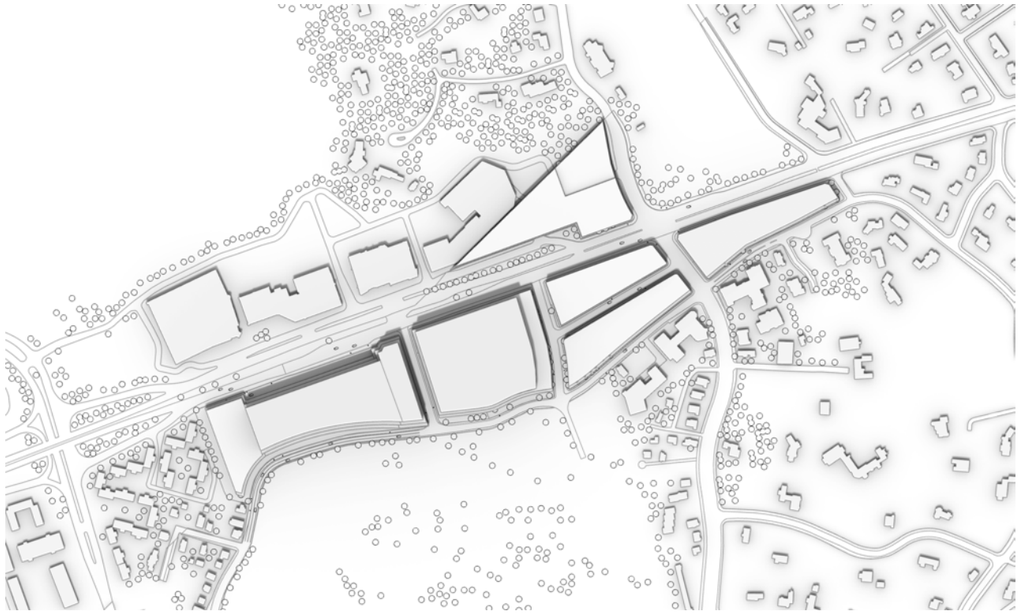

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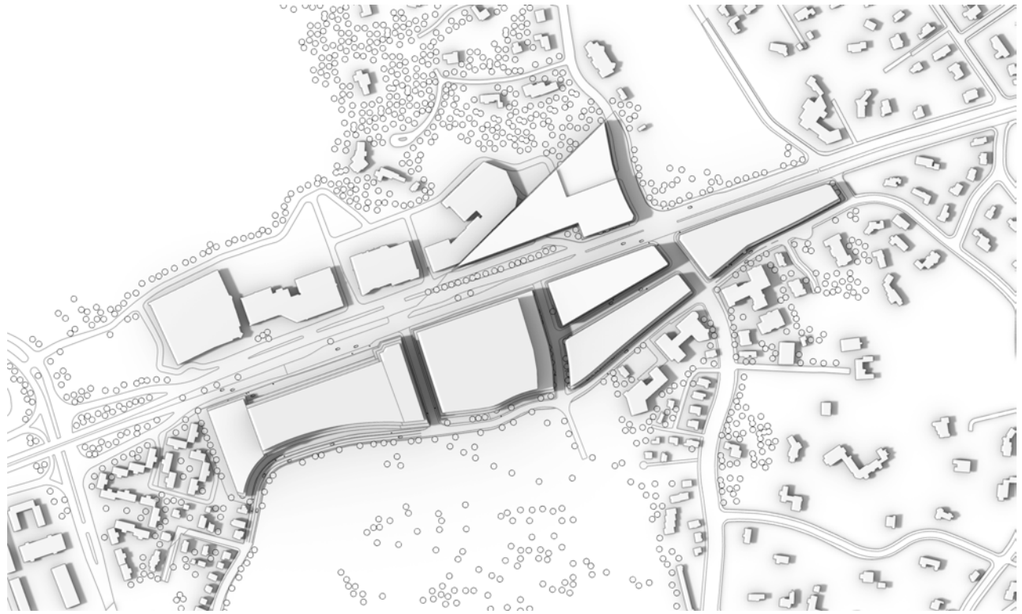

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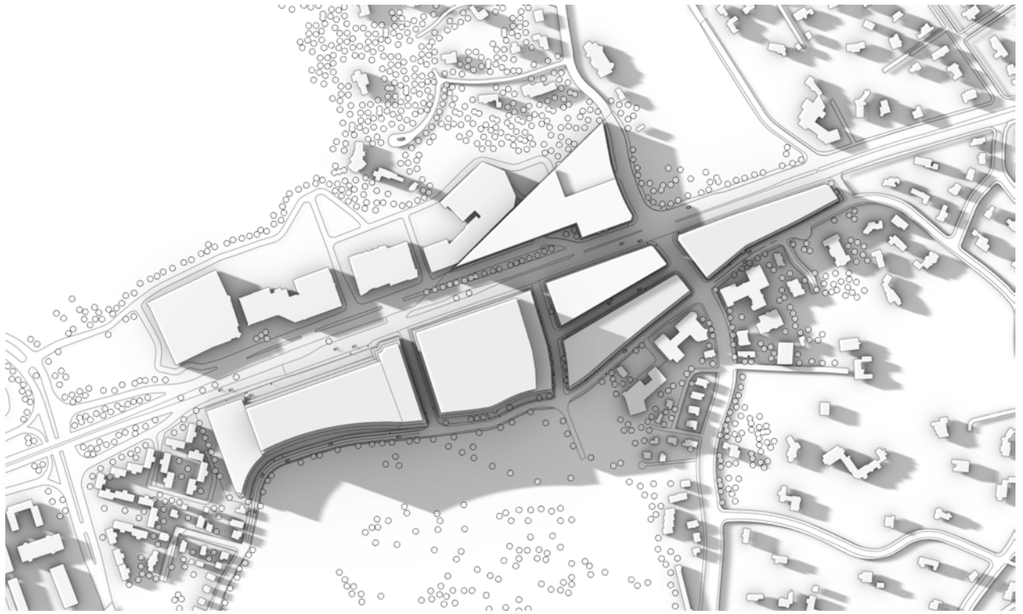

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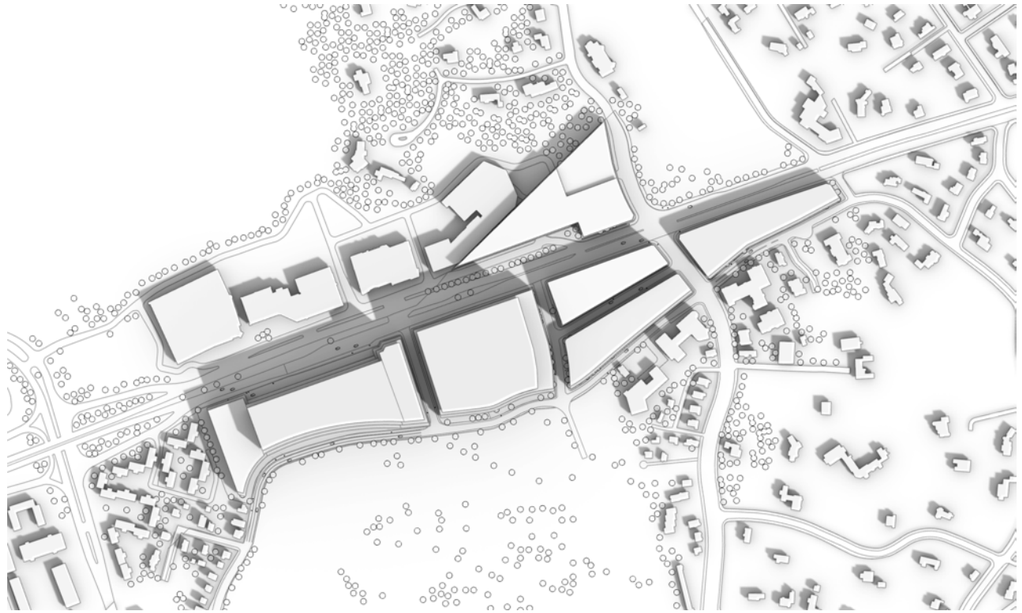
Shadow Impact Studies: September

SEPTEMBER, 9 AM



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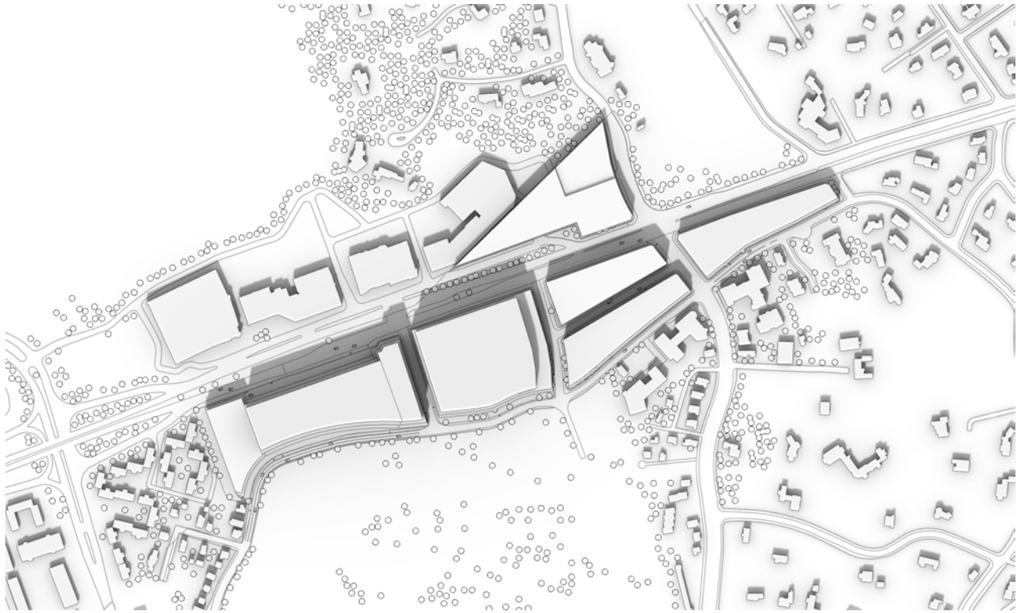

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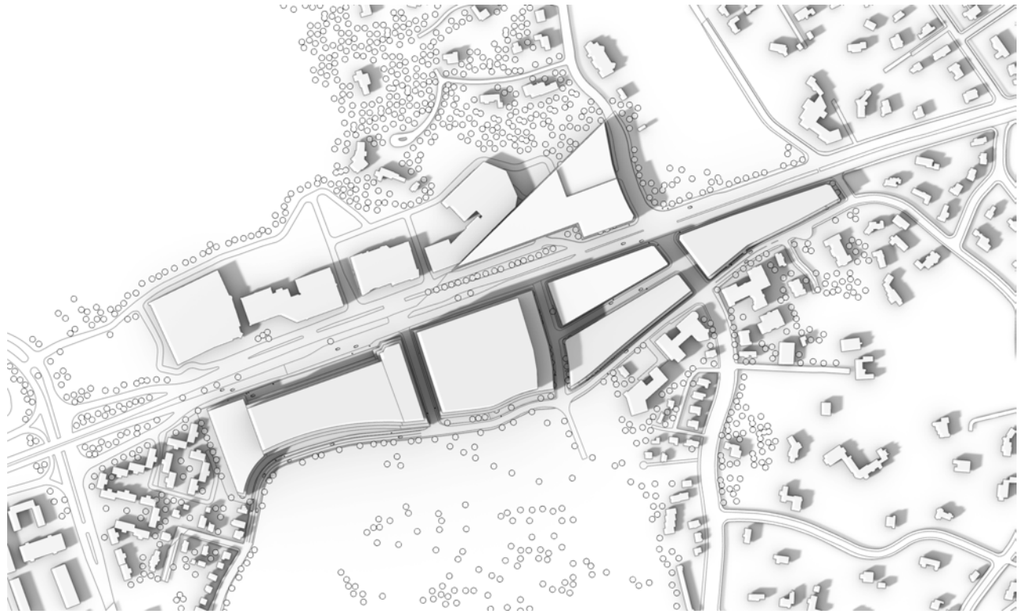

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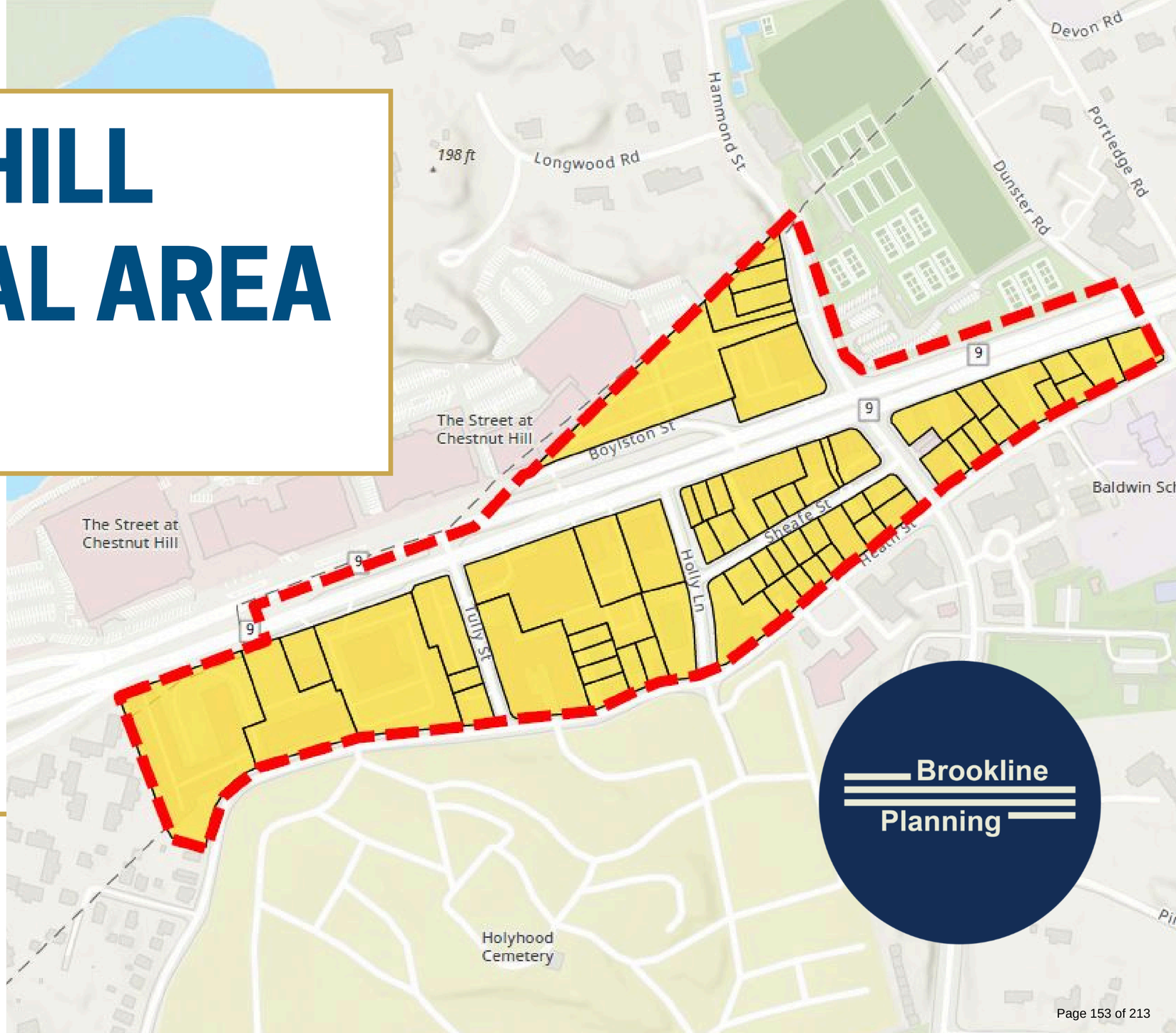
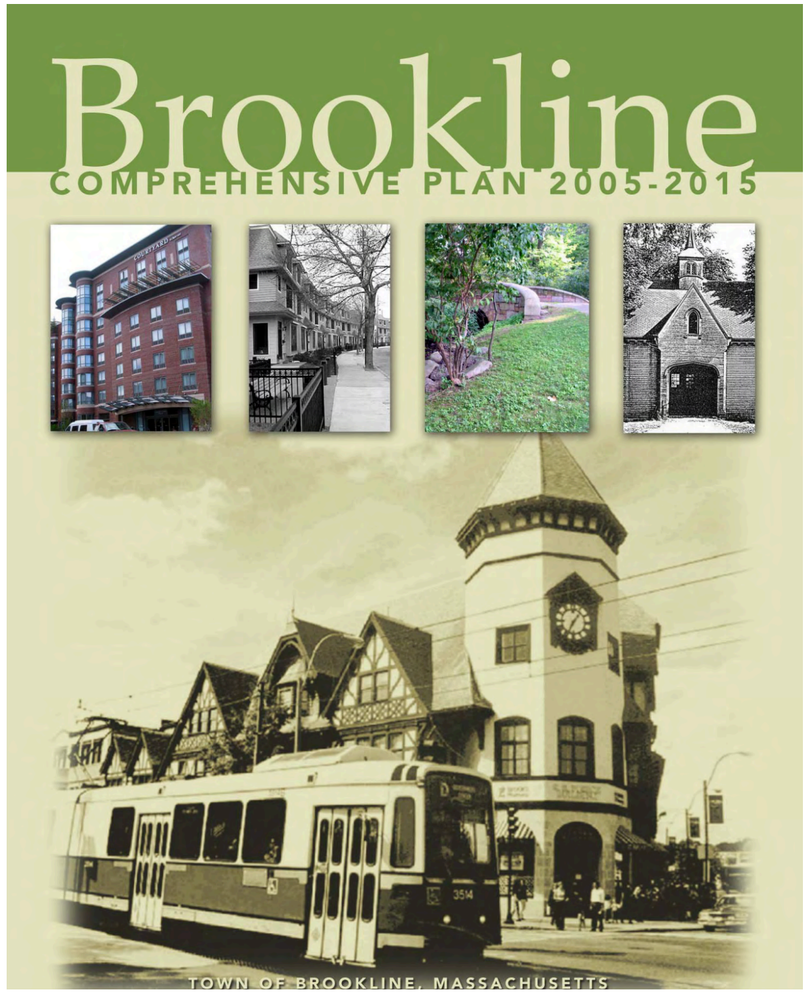
CHESTNUT HILL COMMERCIAL AREA STUDY

Recommendations



Brookline Planning

Select Board Presentation
February 3, 2026



Study Origins

"Gateway West" in the 2005 Comprehensive Plan

- Create a district plan for Chestnut Hill.
- Seek new commercial and mixed-use development opportunities on Route Nine.
- Amend zoning to support additional commercial and residential development in selected locations.
- Amend O-2 zoning to allow partial residential use within the zone.



CHESTNUT HILL COMMERCIAL AREA STUDY GOALS

Incentivize significant net new commercial tax growth.

Enhance the livability and identity of the Chestnut Hill Commercial Area.

Requests of the Select Board

Endorse study recommendations and next steps for implementation.

Authorize filing of three warrant articles for Spring 2026 Town Meeting to:

- Amend the Zoning By-Law to incorporate the Chestnut Hill Commercial Overlay District
- Authorize the Select Board to enter into a Memorandum of Agreement with City Realty
- Authorize the Select Board to enter into a Tax Certainty Agreement with City Realty

Establish the petitioner of the warrant articles as either the Select Board or the Planning Department.

PROJECT TIMELINE AND PUBLIC MEETING OVERVIEW

Economic Development Division staff-led study

Community Outreach & Engagement

April - June 2024

In-person and virtual workshops, meetings-in-a-box, survey, and site walks

19

Community Advisory Group Meetings

Public comment and discussion

10

Economic Development Advisory Board's CHCAS Ad-Hoc Subcommittee Meetings

Public comment and discussion

6

Select Board Project Updates

3

Housing Advisory Board Meetings

Consideration of 1280-1330 Boylston St redevelopment proposal's Inclusionary Zoning By-Law compliance, and guidance on affordable housing bonuses

2

Planning Board Meetings

Draft Design Guidelines review

Town Meeting Consideration of Proposed Zoning

May 2026

Spring 2024

Spring 2026

Community Advisory Group

Members and affiliations

- Mike Sandman, Chair
- Michael Rubenstein, Select Board Liaison
- Carla Benka, Chestnut Hill resident
- Jane Flanagan, TMM Pct 15
- Janice Kahn, Chestnut Hill Village Association
- Ken Lewis, Economic Development Advisory Board
- Mariah Nobrega, School Committee
- David Pollak, Advisory Committee
- Carlos Ridruejo, Advisory Committee
- Lynda Roseman, TMM Pct 14
- Zeina Talje, Economic Development Advisory Board
- Mark Zarrillo, Planning Board

Existing Conditions

















Chestnut Hill Commercial Area Photos (2025)

Existing Conditions










Chestnut Hill Commercial Area Photos (2025)

Opportunities

Set a vision and organizing framework for the commercial area.

Bolster the tax base by incentivizing high-impact economic development to address the Town’s long-term structural budget deficits.

Create housing and added residential density to support vibrant ground floor retail and 24-hour area activation.

Opportunity: Chestnut Hill Office Park

Realize high-impact economic development potential through redevelopment of the Chestnut Hill Office Park, the largest site among Brookline's very limited set opportunities to "move the needle" on New Growth through commercial development

155 Harvard St



2.15 acres

525 Harvard St



2.5 acres

1280-1330 Boylston St



5.3 acres

Community Issues

From community engagement and public comment

Successful ground floor retail aligned with neighborhood needs

Preserving the character of Heath Street

Height and density required for economic viability

Pedestrian experience and multimodal safety

Traffic impacts

CHESTNUT HILL COMMERCIAL AREA STUDY COMPONENTS



- Transportation Upgrades
  - Conceptual capital infrastructure improvements
  - Bike & pedestrian network plan
- Design Guidelines
- Rezoning
  - Special District Overlay Zoning
- Commercial Vibrancy Enhancements
  - Explore feasibility of a Business Improvement District (BID)
  - Branding
  - Wayfinding
  - Streetscape Beautification
- Town Protections
  - Memorandums of Agreement (MOA) *
  - Tax Certainty Agreements *

* With large property owners in the study area.

Vision: Chestnut Hill Commercial Area

Vibrant, dense, walkable, mixed-use neighborhood with high tax-generating commercial uses.









Recommendation

ZONING

Adopt special district overlay zoning to maximize the area’s potential as a dense, walkable, mixed-use neighborhood.

Strategies

For incentivizing significant net new commercial tax growth

Minimum Commercial Requirement

Require a minimum amount of commercial square footage, and incentivize commercial square footage, for redevelopment projects in subdistricts with high-impact economic development potential.

Adequate dimensional reqs

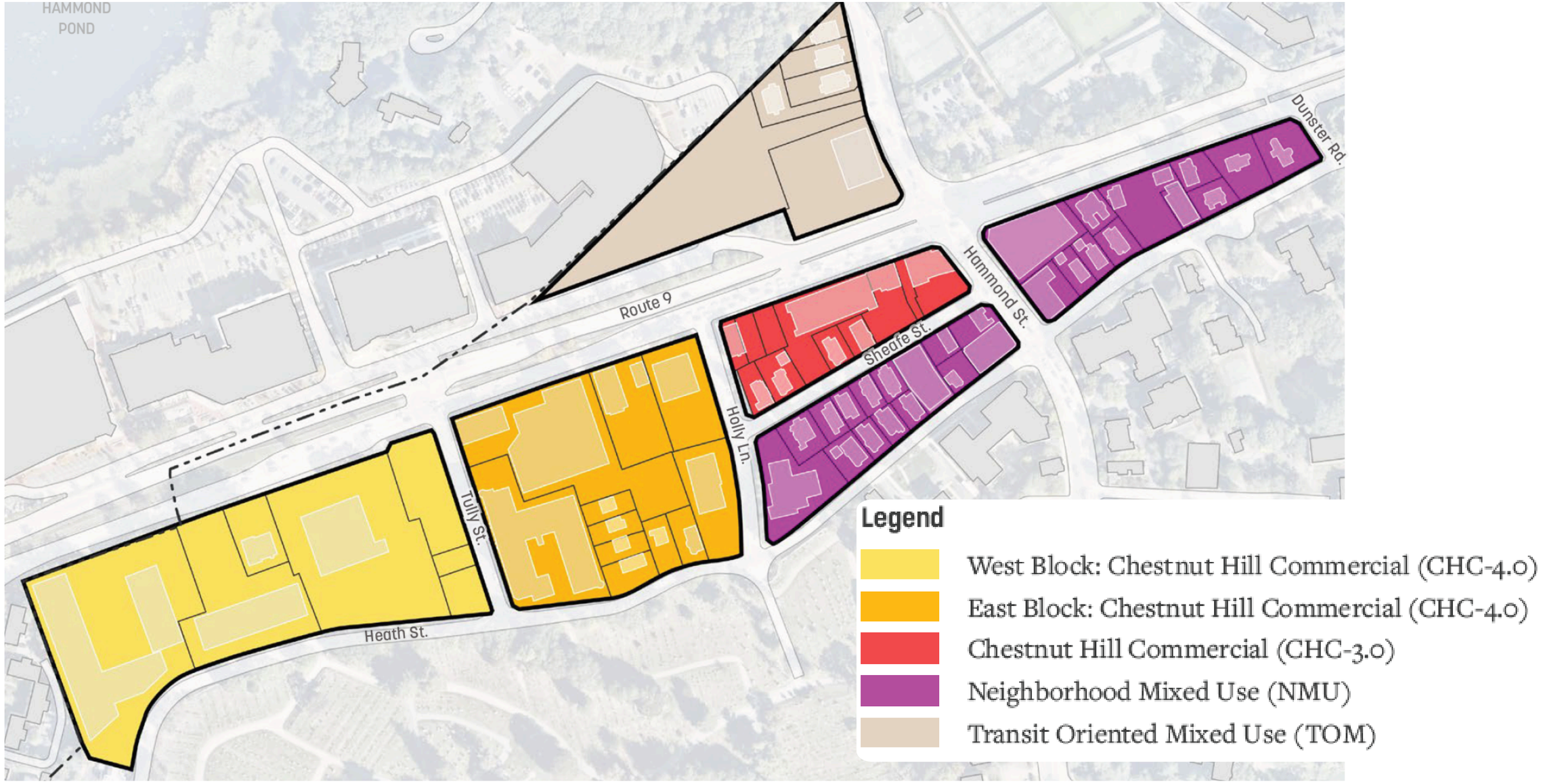
Provide adequate dimensional requirements (e.g. height, FAR) to maximize commercial components of mixed-use development.

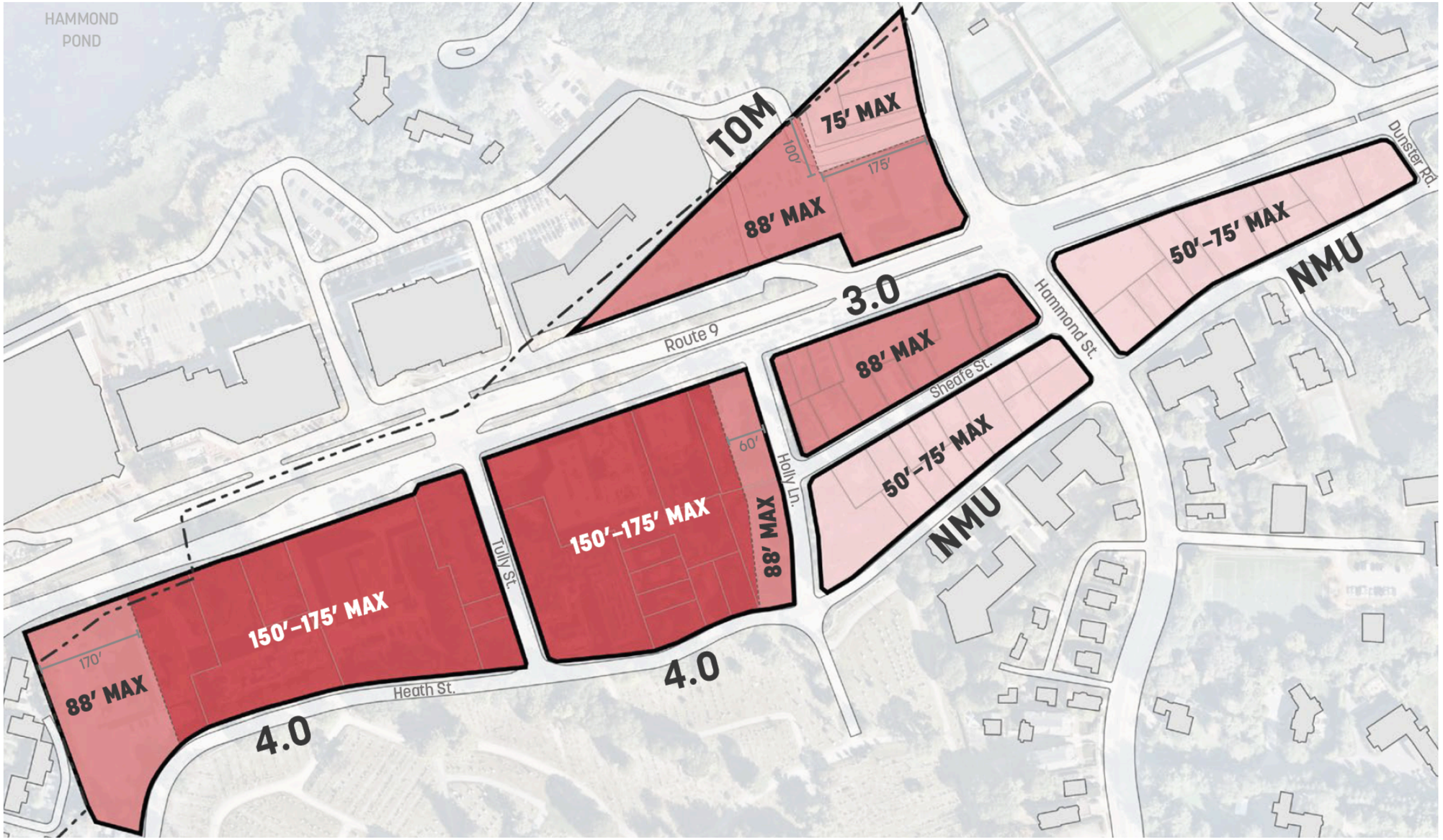
Expansion of allowed uses

Expand allowed uses, especially in existing Office 2.0 zoning district (i.e. Chestnut Hill Office Park) to facilitate mixed-use development.

Ground floor commercial req

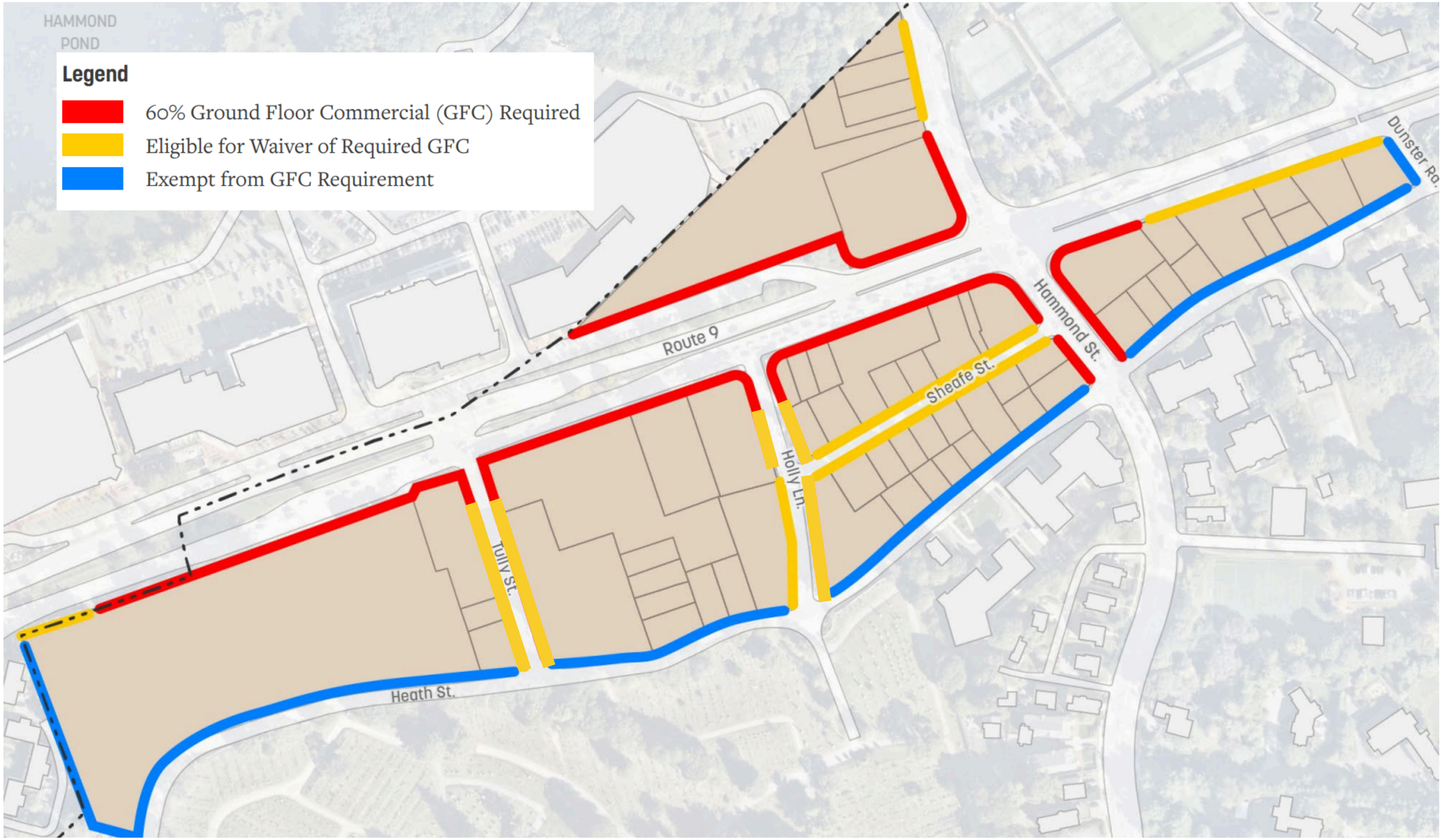
Require ground floor retail to create commercial area activation and amenities.


HAMMOND
POND
Route 9
Dunster Rd.
Hammond St.
Sheafe St.
Holly Ln.
Tully St.
Heath St.
Legend
West Block: Chestnut Hill Commercial (CHC-4.0)
East Block: Chestnut Hill Commercial (CHC-4.0)
Chestnut Hill Commercial (CHC-3.0)
Neighborhood Mixed Use (NMU)
Transit Oriented Mixed Use (TOM)


HAMMOND
POND
TOM
75′ MAX
100′
175′
88′ MAX
3.0
Route 9
Dunster Rd.
50′–75′ MAX
NMU
Hammond St.
88′ MAX
Sheafe St.
50′–75′ MAX
NMU
60′
Holly Ln.
150′–175′ MAX
88′ MAX
Tully St.
150′–175′ MAX
170′
88′ MAX
Heath St.
4.0
4.0

Chestnut Hill Commercial Overlay District Zoning Components

- Conditions for Applicability (including Minimum Commercial Use Requirements)
- Conformance to Design Review & Affordable Housing
- Use Regulations
- Building Envelope (FAR, Setbacks, Stepbacks, Maximum Building Height)
- Massing Modulation & Frontage Requirements
- Parking for Vehicles and Bicycles
- Pedestrian Circulation
- Open Space & Tree Canopy
- Infrastructure & Public Safety Improvements
- Design Standards & Guidelines
- Signage


HAMMOND
POND
Legend
60% Ground Floor Commercial (GFC) Required
Eligible for Waiver of Required GFC
Exempt from GFC Requirement
Route 9
Hammond St.
Sheafe St.
Holly Ln.
Tully St.
Heath St.
Dunster Rd.

Minimum Commercial Requirement

1. Applicable to the CHC-3 and CHC-4 subdistricts.
2. Only projects with a minimum of 51% Commercial Uses by gross floor area across each phase of a development can utilize the overlay zoning.
3. In the CHC-4, projects with Commercial Uses exceeding 60% of gross floor area can utilize the height bonus.

Effective Commercial Area

Preferred commercial uses are more heavily weighted in calculating a project's commercial square footage (by gross floor area), and were prioritized based on tax generation potential or community preference.

Tax Generation Potential

- Hotel (x 1.5)
- Event & Conference Facilities (x 1.5)
- Research & Development Laboratory (x 1.5)
- Medical Office (x 1.25)

Community Preference

- Retail, Restaurant, & Consumer Services (<2,500 SF) (x 1.5)
- Retail, Restaurant, & Consumer Services (2,500 - 10,000 SF) (x 1.25)

Drivers of Tax Generation Potential

Why hotel, lab, and medical office provide greater tax benefits

- **Multiple layers of tax revenue** from hotels:
  - Property tax
  - Hotel / room occupancy tax
  - Meals and alcohol taxes from on-site restaurants and bars
- For lab and medical office, **higher assessed property values** due to:
  - High construction costs (specialized HVAC, backup power, structural loads)
  - Strong tenant credit and lease stability
  - Strong indirect and induced tax revenue (meals, retail, housing, services)
- **Substantial recurring revenue from business personal property** due to heavy spending on medical and lab equipment and supplies.

Subdistrict Profiles

Chestnut Hill Commercial Overlay District

CHC-NMU

Neighborhood Mixed-Use Subdistrict

Moderately dense, multifamily-oriented blocks with neighborhood-focused commercial uses on the ground floor along Boylston and Hammond Street.

Bonus height for projects with at least 50% Affordable Units to incentivize additional affordable housing.







CHC-TOM

Transit-Oriented Mixed-Use Subdistrict

Intermediate density that can leverage the nearby Chestnut Hill T Stop

CHC-3

Chestnut Hill Commercial - 3.0 Subdistrict

Commercial-oriented and transitional density between neighboring subdistricts





CHC-4

Chestnut Hill Commercial - 4.0 Subdistrict

- High-impact economic development area
- Allow for larger, denser campus-style development contingent upon increased commercial activity, open space, and tree canopy requirements
- Bonus height for projects with at least 60% commercial use



[Boylston Street perspective]

CHC-4

Chestnut Hill Commercial - 4.0 Subdistrict





[Heath Street perspective]

Overview of Commercial & Bonus Requirements

	CHC-4	CHC-3	NMU	TOM
MINIMUM COMMERCIAL SQUARE FOOTAGE REQUIREMENT (51%)	✓	✓		
MINIMUM GROUND FLOOR COMMERCIAL REQUIREMENT*	✓	✓	✓	✓
HEIGHT BONUS (TIED TO:)	Up to **14 stories** for 60%+ commercial square footage		Up to **6 stories** for: • Minimum 50% on-site affordable units OR • Hotel use	

***Ground Floor Commercial Incentive (GFCI) eligible**

Recommendation

DESIGN GUIDELINES

Adopt design guidelines to promote a cohesive district-wide commercial area character and aesthetic.

Design Guidelines & Standards

For Planning Board adoption as review criteria for project applications submitted under the CHC Overlay.

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   - Shadow Impact Studies

Recommendation

Town Protections

Pursue Memorandum of Agreement (MOA) and
Tax Certainty Agreement

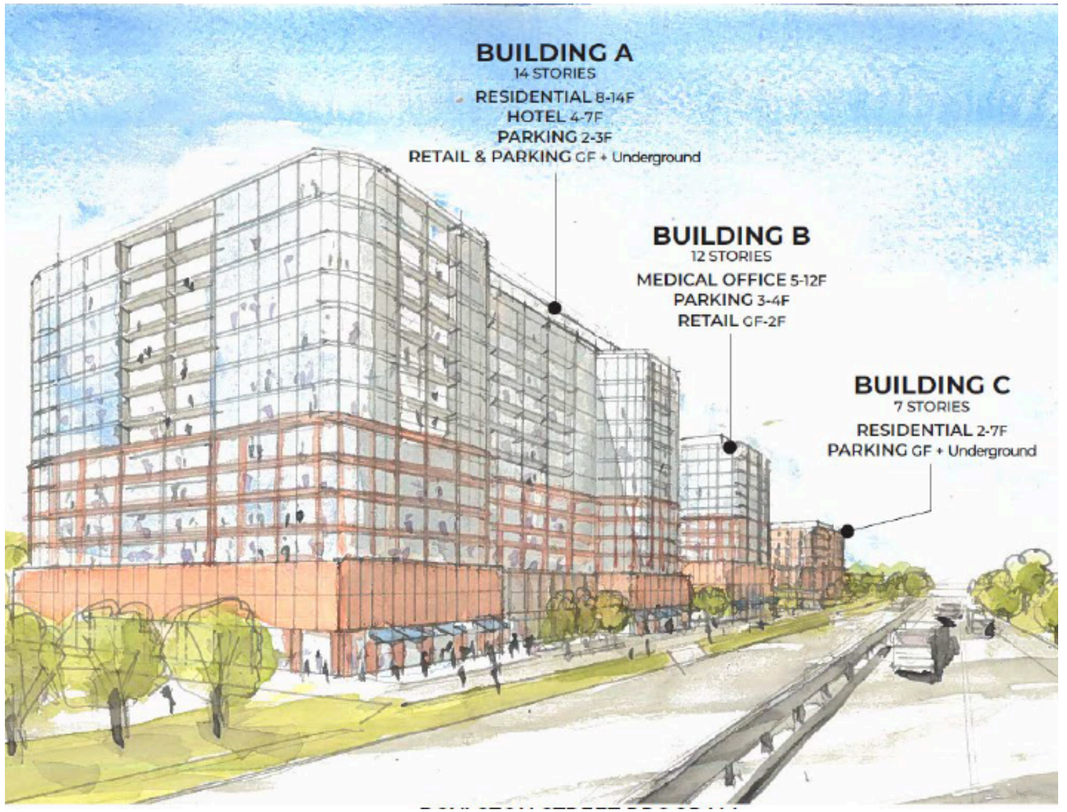




City Realty’s Chestnut Hill Office Park Redevelopment Proposal

Anticipated Economic Impact

- **420,000 Square Feet of Commercial Space**
  - Hotel (200 rooms)
  - Medical Office
  - Retail
- **246 Residential Units**
- **Est. Net New Tax Growth: $5.6 million**
- **Est. Mitigation & Public Benefits: $24 million**



MOA

Mitigation and public benefits highlights

Infrastructure & Public Safety Improvements

- Estimated $12 million
- Possible expenditures:
  - Multimodal safety improvements
  - BlueBikes station
  - Ladder truck and equipment

Affordable Housing

- $10.93 million Affordable Housing Trust contribution (cash-in-lieu payment)
- Estimated 21 on-site affordable rental units

Other Benefits

- Two public Level 3 Electric Vehicle (EV) Charging Stations
- $150,000 signature public art installation
- $20,000 contribution to public art maintenance fund
- Free public access to shuttle from hotel to Chestnut Hill T Stop
- Low-carbon concrete installation pilot
- Free hotel conference room (twice/year)

Tax Certainty Agreement

A 95-year legally binding agreement between the Town and any owner of the Chestnut Hill Office Park.

If the Chestnut Hill Office Park is ever sold to a tax-exempt nonprofit, the Tax Certainty Agreement protects its continued contribution to the Town's tax base.

Recommendation

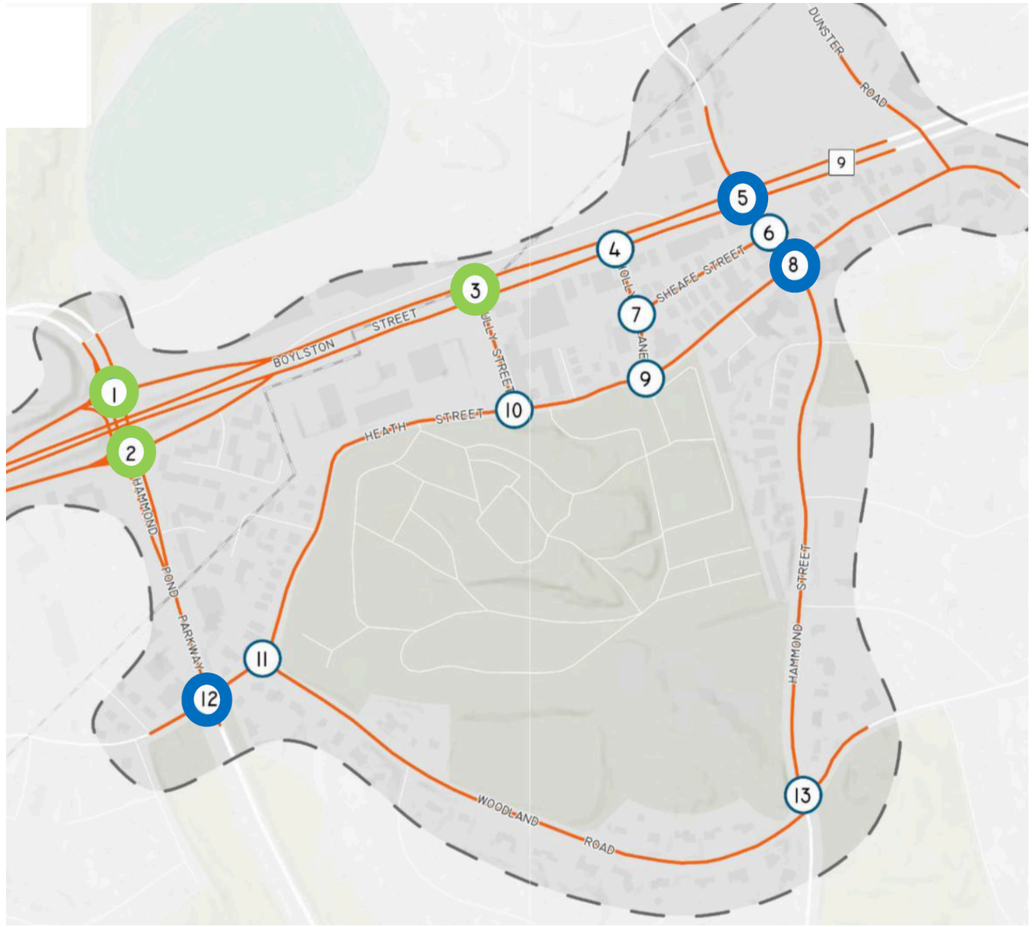
Transportation Improvements

Coordinate with key stakeholders to implement multimodal safety and capacity improvements.

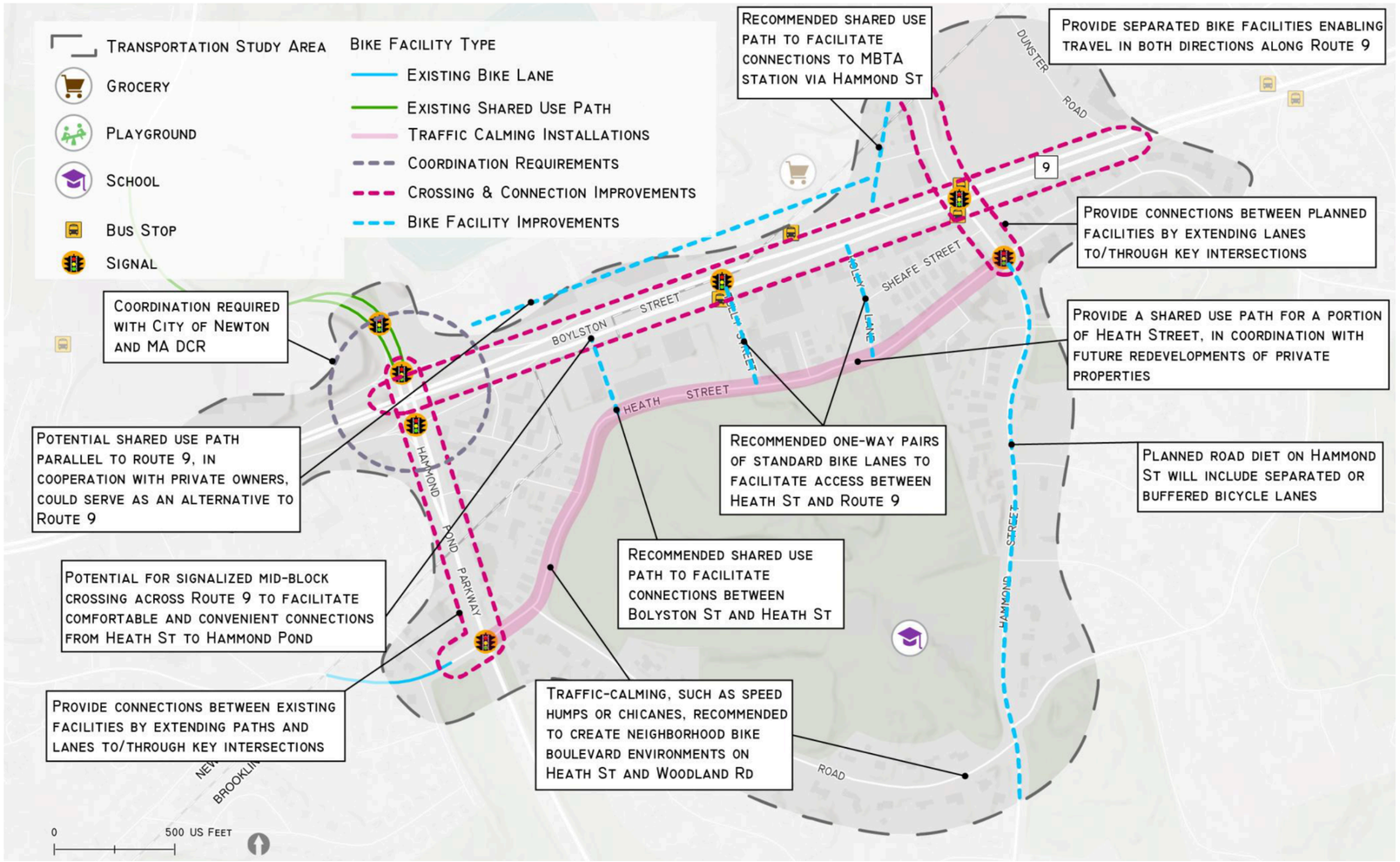
Intersection Improvements

Coordinate with MassDOT, DCR, and City of Newton to advance signal improvements or intersection redesigns to improve the safety and operations of key intersections (listed in order of priority):

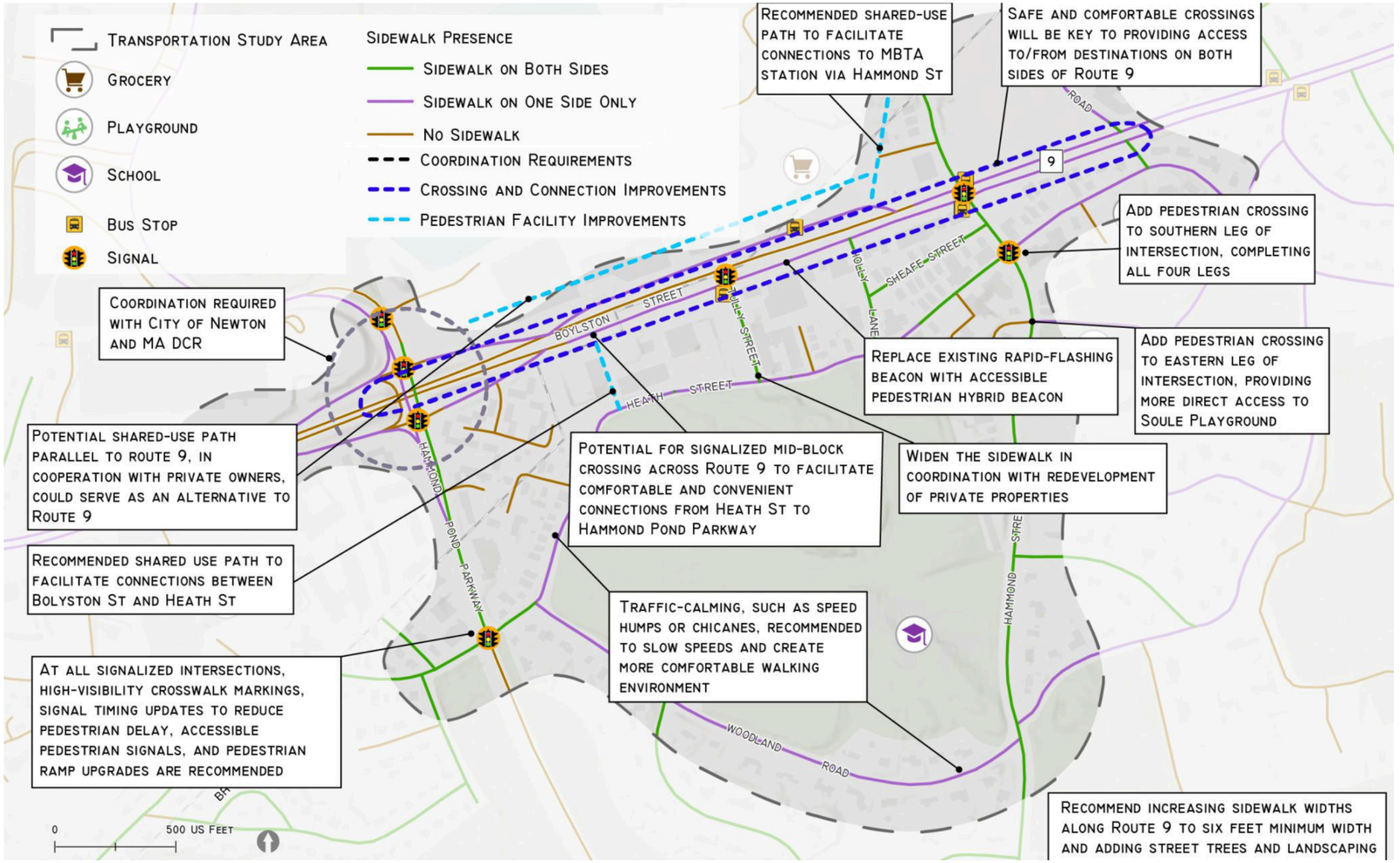
- Boylston and Hammond Street
- Hammond and Heath Street
- Hammond Pond Parkway and Heath Street



Pedestrian Safety Improvements



Bicycle Safety Improvements



Recommendation

Commercial Area Vibrancy Enhancements

Undertake initiatives to improve the aesthetics and activation of the commerical area.

Commercial Area Vibrancy



Branding



Wayfinding

Create a cohesive commercial area identity and make the area easier to navigate.



Streetscape & Public Realm Beautification

Improve area aethetics and the quality of the pedestrian experience.



District Management Capacity

Explore the feasibility of a public-private partnership with a Business Improvement District to sustain commercial area improvements.

Requests of the Select Board

Endorse study recommendations and next steps for implementation.

Authorize filing of three warrant articles for Spring 2026 Town Meeting to:

- Amend the Zoning By-Law to incorporate the Chestnut Hill Commercial Overlay District
- Authorize the Select Board to enter into a Memorandum of Agreement with City Realty
- Authorize the Select Board to enter into a Tax Certainty Agreement with City Realty

Establish the petitioner of the warrant articles as either the Select Board or the Planning Department.

Thank you!

QUESTIONS OR COMMENTS?
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Kara Brewton
Director

BROOKLINE
PLANNING & COMMUNITY DEVELOPMENT

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333 Washington St.
Brookline, MA 02445
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Date: February 3, 2026

To: Select Board

From: Anne Meyers and Sandi Silk, Chair and Vice Chair of the Economic Development Advisory Board

Re: Centre Street Lots Exploratory Study

The Economic Development Advisory Board (EDAB) requests that the Select Board postpone the Centre Street Lots Exploratory Study discussion and vote to a later meeting to allow time for EDAB to review the same presentation that the Select Board saw, and deliberate on the proposed next steps.

Centre Street RFI Topics & Parameters
2/2/2026

Following up on Chair Greene's request, here is a draft list of topics and parameters we would include in an RFI to potential developers:

1. **Context:** The RFI would map the parcel and the explain the significance of Coolidge Corner including both its commercial importance and the context of the surrounding neighborhood
2. **Objective:** Unlock the site's potential
3. **Principles:** Any development plan must be responsive to the principles adopted by the committee (continued access for business owners & lot users; environmental sustainability, etc.)
4. **Public-Private Partnership:** The Town envisions public-private partnership with a for-profit, non-profit or consortium of developers; the Town will retain ownership of the land and lease it, for 99 years if approved by the Legislature
5. **The Side Lot Concept:** The concept is a place to start, not a plan; expressions of interest based on either the Side Lot or on alternatives that conform to the committee's objective and principles are welcome
6. **Construction Program:** Developer(s) would be responsible for construction of parking, housing and the public plaza. Responsibility for operation & maintenance of the garage remain to be determined.
7. **Basic Project Requirements:** Adequate parking to serve current needs plus the needs of housing & commercial tenants using an above-ground garage with an esthetically thoughtful façade; plaza suitable for weekly farmers' market bordered by scall-scale retail at ground floor; mid-rise housing; inclusion of both the east and west lots
8. **Housing Mix:** the Town has a preference for moderate unit sizes; e.g. plus-or-minus 1200 square feet for 2 bedroom units; 800 square feet for 1 bedroom units; and 600 square feet for studios
9. **Affordable housing:** The Town requires a mix of affordable and market-rate housing that meets Brookline affordable housing standards
10. **Babcock Street Option:** There is an opportunity – but not a requirement - to include the Babcock Street parking lot for housing if that results in a larger percentage of affordable units.
11. **Mixed rate configuration:** Each building should have a mix of market-rate and affordable units.

COOLIDGE CORNER

CENTRE STREET LOTS

EXPLORATORY STUDY

FINAL REPORT PRESENTATION AND NEXT STEPS

JANUARY 27, 2026

OBJECTIVES

- Present the Final Report and the Committee's Recommendations
- Request the Select Board's endorsement of "The Side Lot" Concept
- Request the Select Board's approval to proceed with the consultant's Implementation Roadmap
- Recommend Developing and Implementing a Wayfinding System

GUIDING PRINCIPLES



Ensure continued access for business owners and lot users

Coolidge Corner is a thriving mixed-use neighborhood and Brookline's principal commercial district. Changes to the Centre Street Lots must ensure existing users, including local residents, continue to be supported.

Foster inclusive community engagement

A robust exploration of the future of the Lots necessitates deep community engagement with Brookline's diverse constituencies, including small businesses, neighbors, visitors, civic institutions, and many more individuals and entities, with attention to those less vocal in Town policy-making.



Commit to environmental sustainability

Brookline takes its responsibility for sustainability seriously. This visioning exercise must reflect this commitment by prioritizing best environmental practices in its plan and approach.



Align with Brookline's Plans and Priorities

To best address the needs of Brookline's community members and their vision for the Town's future, the vision for the Centre Streets Lots must mirror and complement the ongoing Comprehensive Plan process, and reflect established Town priorities.



Adopt a pragmatic fiscal approach

Given this exploratory exercise's aim of producing a preferred, consensus-driven proposal with implementation potential, it must be grounded in Brookline's fiscal realities and the economics of development and construction.

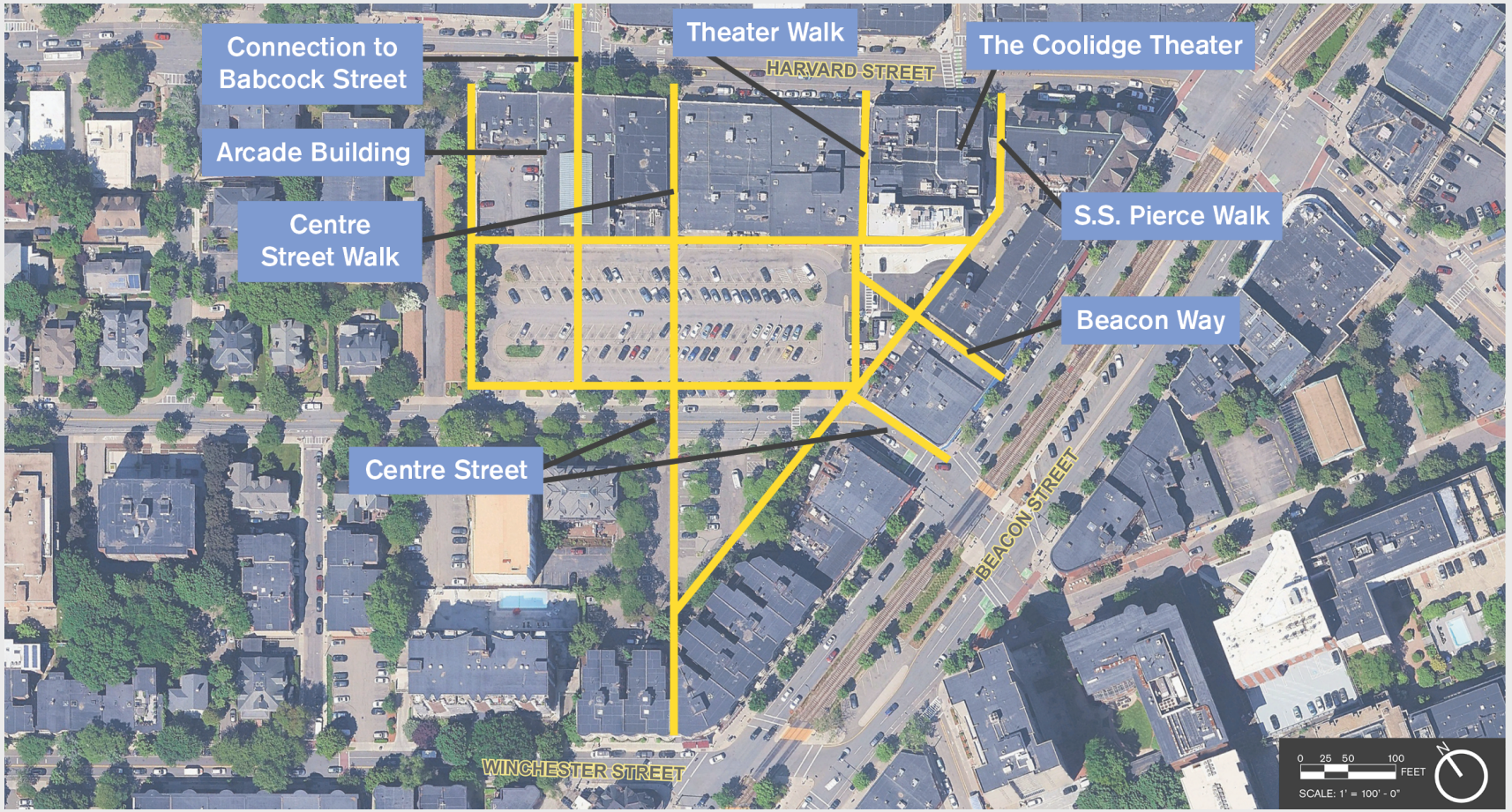


CENTRE STREET LOTS TODAY



- **Combined**: 2.48 acres, 192 spaces
- **Centre Street East Lot**: 1.88 acres, 144 spaces
- **Centre Street West Lot**: 0.60 acres, 48 spaces

PEDESTRIAN THROUGH LINES



COMMITTEE RECOMMENDATION

Endorse "The Side Lot" Design Scenario

- Benefits include:
  - Restoration of housing in a transit-rich, walkable neighborhood
  - Improvement of the walkability and ADA accessibility of the site
  - Alignment with the Comprehensive Plan, MBTA Communities Act, Climate Action and Resilience Plan, and Housing Plan
  - Expansion of the commercial and residential tax base, plus revenue from a long-term lease through public private partnership

COMMITTEE RECOMMENDATION

Endorse "The Side Lot" Design Scenario

Acknowledge the Committee Minority Reports

- Moshe Ben-Akiva and Len Wholey object, in particular, to constructing a multi-story parking garage on the large Centre Street East Lot, stating that parking is not the best use of such a large and significant public parcel in the heart of Coolidge Corner.
- Marion Freedman-Gurspan advocates for short-term ADA accessibility compliance updates, more parking, and implementing baseline development requirements including, affordable housing only on public land, and garage spaces at town rates.

COMMITTEE RECOMMENDATION

Endorse "The Side Lot" Design Scenario

Sustain the Momentum built throughout the study by proceeding with the implementation phase

“THE SIDE LOT”



“THE SIDE LOT” DESIGN

Parking Spaces	300 - 335
Housing Units	80 - 100
Retail Space (Gross Square Feet)	6,000 - 10,000
Estimated Cost	$29,000,000 - $33,000,000
Estimated Cost + 20% Overrun	$37,000,000
Estimated Cost + 40% Overrun	$43,000,000

GUIDING PRINCIPLES

Ensure continued access for business owners and lot users

Foster inclusive community engagement

Commit to environmental sustainability

Align with Brookline's Plans and Priorities

Adopt a pragmatic fiscal approach

NEXT STEPS

IMPLEMENTATION ROADMAP

REQUEST FOR INFORMATION (RFI)

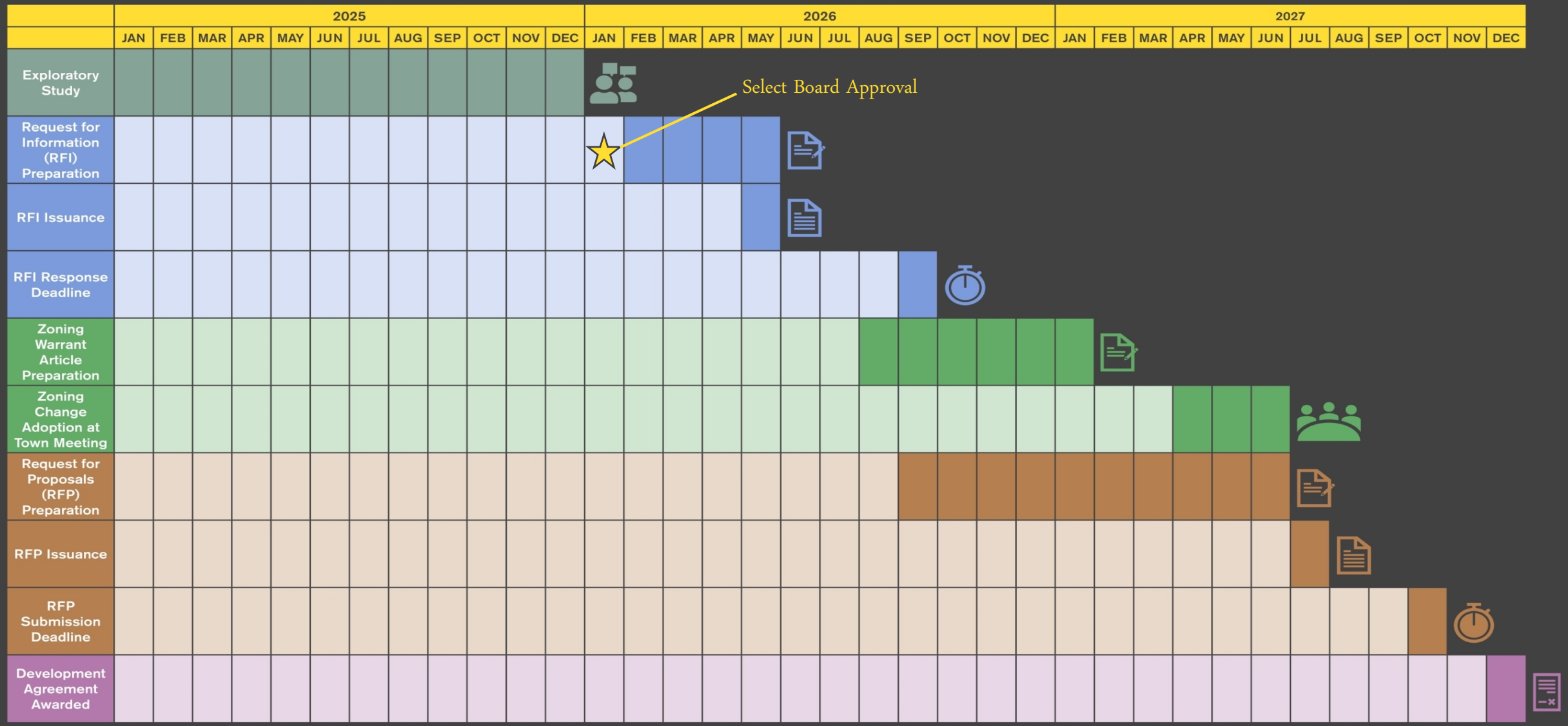
- The Committee requests Select Board approval to proceed with an RFI
- Recommend including the Babcock Street Lot in the RFI
- An RFI will gather responses from profit or non-profit developers to aid in preparation of an RFP for a public-private partnership. Topics will include:
    - Preferred financing and partnership structures
    - Zoning and permitting needs
    - Parking space allocation
    - Scope of site concern studies, e.g., soil and shade studies

DEVELOP AND IMPLEMENT A WAYFINDING SYSTEM

The Coolidge Corner Parking Study concluded there is sufficient parking in Coolidge Corner, however a wayfinding system needs to be created to aid in finding parking outside the Centre Street Lots.

- The Committee strongly recommends the prioritization of development and implementation of a wayfinding system which will:
    - Provide a clearer picture of parking demand
    - Inform the appropriate scale of future on-site parking
    - Address public concerns about overbuilding
    - Ensure the final designs are evidence-driven and fiscally responsible

Implementation Roadmap



QUESTIONS?

