

Roger Blood, Chair
Jonathan Klein
Steve Heikin
William Fegan
Carol Gladstone
Pam Goodman
Shawn K O'Neal
Alex Krieger
Bernard Greene



[Click Here to Register for Meeting](#)

Or call: [646-828-7666](tel:646-828-7666)

Meeting ID: 160 360 3709

**Housing Advisory Board Agenda
Public Meeting to be held remotely via Zoom
Wednesday, August 5, 2026 at 5:30 PM**

Note that items may be taken out of order:

1. Approval of July 1 HAB Meeting Minutes

1a. HAB July 1 2026 Draft Meeting Minutes

2. 99 Kent Street/Village Way “Expiring Use” Affordable Housing—Anticipated request for Housing Trust funds to extend affordability restrictions

2a. [Follow this link for more information about 99 Kent Rehabilitation funding request to AHTE](#)

2b. 99 Kent ATF Presentation

3. “Smaller if Better” Subcommittee Report re possible revision of Inclusionary Zoning ‘Cash-Payment-In-Lieu’ fee schedule. HAB discussion; possible vote

4. Prospective Community Preservation Act Committee policy for annual funding of the Housing Trust. Status of Joint Statement of Intent; HAB discussion.

4a. Draft_Brookline FY2027 CPA Grant Agreement Housing Trust

5. Updates

5a. Chestnut Hill Overlay District- Neighborhood Mixed Use District Affordable Housing Density Bonus

5b. Consideration of Issuing a New Round of Rental Assistance Request for Proposals

5c. Brookline Community Development Corporation Update for 154-156 Boylston St

5d. Trust Fund Resources

5e. Comprehensive Plan

5f. Other (staff)

[Housing Advisory Board Webpage](#)

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Requests for language access may be sent to the Language Access Coordinator at ODEICR@brooklinema.gov.

HOUSING ADVISORY BOARD

Draft MEETING MINUTES

July 1, 2026
5:30-7:00 pm

HAB Members: Roger Blood (Chair), Steve Heikin, William Fegan, Alex Krieger, Carol Gladstone, Bernard Greene, Jonathan Klein

Staff: Emily DeHoog, Kara Brewton, Amy Yuhasz

Guests: Victory Programs leadership (Alex Train, Sarah Porter), Brookline Housing Authority (Ben Stone, Amelia Youngstrom), Ken Lewis (TMM11)

1. Approval of Meeting Minutes

Roger conducted roll call and confirmed a quorum. Minutes from the previous meeting were presented for approval. Steve moved approval; Bernard seconded. With no edits offered, the Board voted unanimously in favor of approval.

Vote:

In favor: Steve, Bill, Alex, Carol, Bernard, Jonathan, Roger

2. 16 Williams Street – Victory Programs Update

Alex Train (COO) and Sarah Porter (CEO) presented an in-depth update on Victory Programs' acquisition and redevelopment plans for 16 Williams Street, now the future home of the Portis Family Home, a transitional supportive housing program for mothers in recovery who are reuniting with young children.

Program Model & Resident Profile

- Transitional supportive housing for 10 mothers with young children (mostly under age 5), typically staying 18–24 months.
- Residents are women who have experienced homelessness, completed recovery programs, and are now reuniting with their children.
- The program operates 24/7/365 staffing, including case managers, clinicians, and child/family specialists.

Operations & Safety

- Visitors require approval from program staff and, when applicable, the Department of Children and Families. Visits are time-limited and supervised.
- Residents do not own vehicles; staff use the on-site parking.
- Victory Programs manages maintenance, landscaping, pest control, and property upkeep through trained facilities staff.
- Structured routines include household chores, fire drills, secure entry/exit, smoking protocols, and child-appropriate policies.

Building Conditions & Renovation Plans:

- The historic 1890 building is in overall satisfactory condition, with selective mechanical, safety, and cosmetic upgrades needed.
- Planned improvements include:
 - Trauma-informed interior design
 - ADA accessibility upgrades, including ground-floor bedrooms and program spaces
 - Reconfigured egress routes for second/third floors
 - Preservation of exterior façade and architectural elements
 - Selective landscaping enhancements with native species

Timeline & Funding:

- Construction targeted to begin early–mid 2027, with occupancy expected late 2027 or early 2028.
- Acquisition loan (\$3.3M) supplemented by a \$2.5M federal earmark and MassHousing support, leaving a remaining balance of ~\$600K plus ~\$200K pre-development cost needs.
- Estimated renovation cost: \$900K–\$1M. Victory Programs expects to submit a formal Affordable Housing Trust Fund funding request in the fall.

HAB Discussion:

Board members raised questions about HVAC electrification, historic window preservation, program operations, and permitting considerations. All were addressed by Victory Programs. Roger emphasized ongoing dialogue and welcomed future updates.

3. Walnut High Phase II – Brookline Housing Authority Presentation

Roger welcomed Ben Stone and Amelia Youngstrom of the BHA for an update on the overall redevelopment pipeline, including Phase II of Walnut High (now “10 Walnut Street”).

Recent Completion:

- 32 Marion: Now open, 115 deeply affordable senior/disabled units, including 55 net new units; Passive House building; two-thirds occupied.

Walnut Street (Phase I):

- Awaiting 2027 Executive Office of Housing and Livable Communities (EOHLC) funding awards (expected July).
- Tenant relocation expected to finish October 2026.
- Demolition of fully vacant buildings will proceed regardless of funding outcome, enabled by flexible Affordable Housing Trust Fund pre-commitments.

Timeline (if funded by EOHLC):

- Financial closing: May 2027
- Construction completion: March 2029

Future Redevelopment Pipeline

- Rising construction costs, policy uncertainty (e.g., Build America Buy America, potential Section 8 funding cuts), and limited Dept. of Housing and Urban Development repositioning options pose challenges.
- BHA aims to move directly from Phase I to Phase II (22 Walnut Street) to avoid long gaps and infrastructure deterioration.
- Long-term redevelopment of state public housing sites (High Street Veterans, Egmont, Trustman) will require major funding and phasing.

HAB Discussion:

Members discussed zoning changes, Section 8 voucher commitments, site prioritization, and long-term capital needs. Several emphasized the urgency of thinking through multi-year Trust funding strategies given BHA's projected needs.

4. Smaller is Better – Subcommittee Update

Roger and Carol summarized ongoing analytical work on possible inclusionary zoning (IZ) fee reform. Ken Lewis presented spreadsheets detailing financial modeling to analyze options for an updated IZ contribution factor:

- Subcommittee has reviewed extensive financial modeling (prepared and presented by Ken Lewis) comparing:
 - Progressive IZ fee schedule vs. fixed percentage
 - Potential incentives for smaller unit production

- A shift to a fixed fee structure (~7%) from 4–19 units appears technically justified by data analysis.

Policy Considerations:

- Whether to incentivize “smaller is better” units by offering IZ fee discounts remains unresolved.
- Preliminary modeling suggests unit-size incentives could reduce Trust revenue by ~\$1.2M per project, raising concerns given long-term affordable housing needs.

Next Steps:

- HAB members requested additional time to review materials; no vote was taken.
- Subcommittee will incorporate feedback and return with refinements.

5. Review of Town Development Priorities

Kara Brewton presented Select Board development priorities tied to fiscal sustainability, revenue generation, and housing strategies.

- Select Board’s roadmap to 2030 includes expanding mixed-use development opportunities and growing new-growth revenue.
- Active permitting priorities include:
 - Brookline Ave proposal (includes micro-units)
 - 40 Kent / 40 Webster projects (includes micro-units)
 - City Realty Chestnut Hill West redevelopment (beginning formal permitting)
- Town-owned parcels under active or emerging consideration:
 - Center Street Lots (East + West)
 - Babcock Street Lot
 - Kent Station Street (potentially revived after prior Request for Proposals) halted during COVID
 - Adjacent private parcels near Kent Station Street are expected to be sold; redevelopment coordination may be possible.

HAB members expressed interest in coordinated planning across multiple parcels and in aligning development priorities with upcoming Trust fund demands.

6. Updates

6a. Staffing Update

Amy Yuhasz began her first day with the Town; members welcomed her.

6b. Trust Fund Resources

No new detailed July report was presented, but members noted significant upcoming obligations and the importance of long-term financial planning.

6c. Brookline Community Development Corporation – 154–156 Boylston Street

No specific discussion occurred in the transcript beyond general development priority context.

6d. Community Preservation Act Committee / AHT Subcommittee

Ongoing collaboration continues; CPA may support future historic-preservation-related elements of the 16 Williams project.

With no further updates, the Board adjourned at approximately 7:30 pm.

Meeting Minutes created with the assistance of Microsoft Co-Pilot.



99 Kent Street Preservation

PRESENTED TO THE BROOKLINE AFFORDABLE TRUST FUND

AUGUST 5, 2026



WINNCOMPANIES AS A BUSINESS

- Founded in 1971 and still privately-held, WinnCompanies is an award-winning owner, developer and manager of high-impact, quality apartment homes.
- We manage more than **109,000 apartment homes** across **700 communities** in **25 states**, the **District of Columbia**, and **Puerto Rico**.
- Ranked as the **largest manager** of affordable housing, the **second-largest manager** of privatized military housing, and one of the **largest managers of all rental housing in the US**.
- Our Housing Stability Program has supported **60,000 households** in avoiding eviction.
- Proud developer and owner of **130 communities** across **ten states**.
- **4,000 dedicated team members** and growing, with minority team members holding 52% of managerial positions.
- In our 53-year history, WinnCompanies has **never missed a mortgage, tax, or loan payment**

- WinnDevelopment has acquired and developed more than 25,000 units at 130 communities over the past 53 years, focusing on large-scale mixed-use development, historic adaptive reuse, and undervalued multifamily housing.
- With offices in Boston, New York, and Washington D.C., the 50-person team supports a robust pipeline of projects in 12 states and the District of Columbia.
- As a trusted leader in high-performance development, we've invested over \$60 million in energy and water conservation projects by deploying energy efficiency, carbon planning, and renewable energy projects portfolio-wide.
- An award-winning national leader in the adaptive reuse of historic properties, WinnDevelopment has transformed 44 vacant properties in the Mid-Atlantic and Northeast into nearly 5,300 mixed-income homes.
- Since 2015 alone, we've completed over 28 occupied rehabilitation projects in six states and the District of Columbia, with total development costs exceeding \$670 million. Currently 600 units are under renovation portfolio-wide.
- WinnDevelopment is also a champion and creator of middle-income housing, having developed 300+ such units in the past six years in MA, NY, and NJ communities, with 80 more under construction.

PROJECT TEAM



ADAM STEIN
President,
WinnDevelopment



JOE THIFAUT
Divisional Vice President,
WinnResidential



TREVOR SAMIOS
Executive Vice President,
Operations Strategy &
Solutions



LAUREN CANEPARI
Senior Project Manager,
WinnDevelopment



MARCEL MERWIN
Assistant Project Manager,
WinnDevelopment

99 KENT STREET **REHABILITATION**

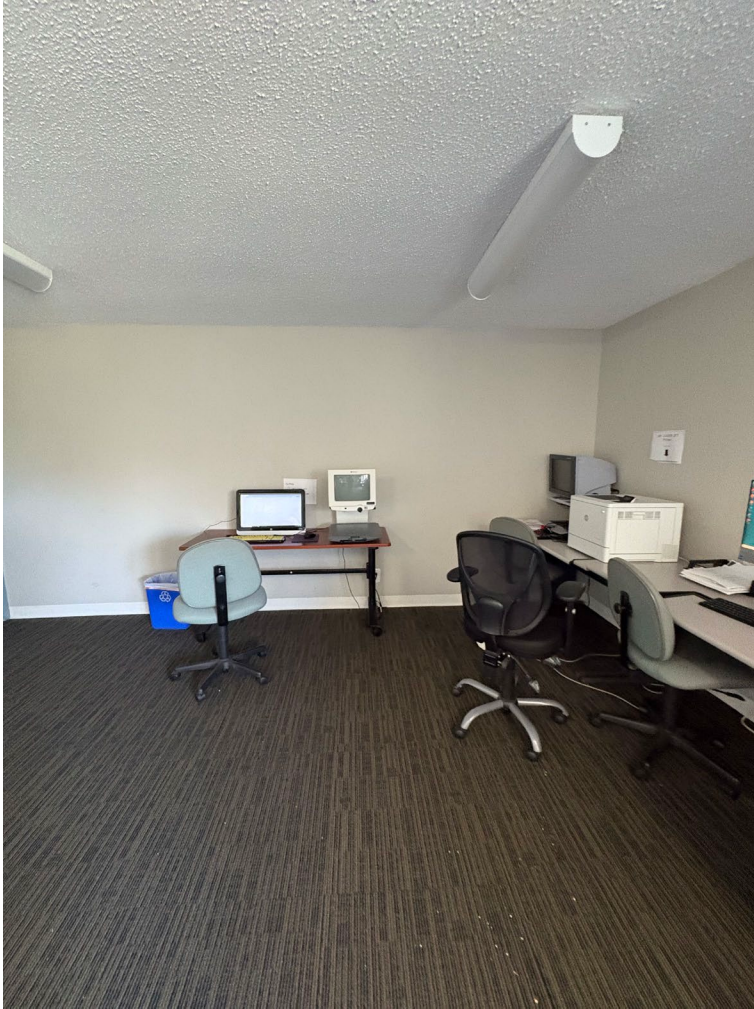
- Existing 1975 residential building at 99 Kent Street in Brookline, MA
- 117-unit Elderly Apartments
- 2 years until Affordability restrictions expire in 2028
- 28 years since last renovation
- Rehab will extend Affordability in perpetuity



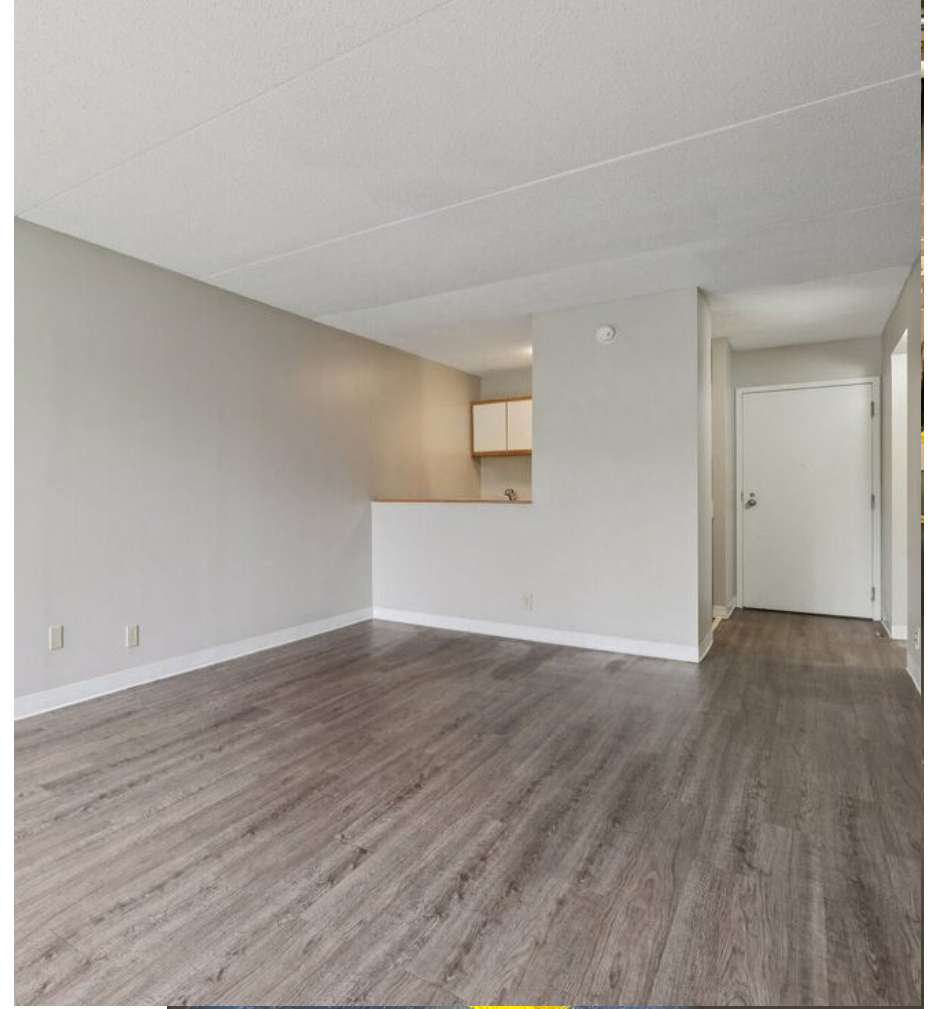
EXISTING CONDITIONS



EXISTING CONDITIONS



RENOVATED UNIT



SCOPE OF IMPROVEMENTS

- The rehabilitation includes residential units, common areas, and building scale upgrades:
 - Full renovation of all kitchens and bathrooms including replacement of cabinetry, countertops, plumbing fixtures, appliances, flooring, lighting, thermostats, and other interior finishes.
 - Major Rehabilitation to 9 units to meet current ADA accessibility codes
 - Common area improvements including new flooring, carpeting, ceilings, lighting, painting, resident amenities, mail and package facilities, elevator cab modernization, and accessibility enhancements.
 - Exterior improvements upgrades to sidewalks, balconies, and related site elements.

DEEP ENERGY RETROFIT

- A separate, deep energy retrofit project is currently in development, anticipating a kick-off in Q4 2026. Construction will take 16 months, completing Q2 2028.
- Scope of Work includes a new high efficiency exterior envelope, HVAC system, 1200 Amp Electrical service, and triple pane windows
- Funding sources include the MA DOER, EOHLC Climate Ready Housing, and MassSave
- This project greatly increases the building's energy efficiency without sacrificing the stately design of the original building.



FINANCIAL SOURCES

- Planned as a Twin 4% and 9% Low Income Tax Credit project, utilizing both federal and state credits.
- Additional funds include Executive Office of Housing and Livable Communities (EOHLC) soft funds, Seller note, Deferred Developer Fee, permanent mortgage, and the anticipated Town of Brookline soft funds.

Funding Source – 4% Deal	Amount
Federal LIHTC 4%	17,652,000
State LIHTC	7,593,000
Permanent Mortgage	14,390,000
HLC Soft Debt	6,500,000
Town of Brookline	5,000,000
Seller note	1,000,000
Deferred Developer Fee	443,292

Funding Source – 9% Deal	Amount
Federal LIHTC 9%	10,009,000
State LIHTC	7,519,000
Permanent Mortgage	2,790,000
Deferred Developer Fee	160,306

FINANCIAL USES

Use of Funds – 4% Deal	Amount
Acquisition	30,788,889
Design	688,084
Construction	9,433,581
Construction Contingency	885,296
Administration	1,160,923
Financing	4,192,075
Taxes/Insurance	480,506
Capitalized Reserves	1,319,275
Miscellaneous/Other Costs	494,017
Soft Cost Contingency	190,938
Developer Fee	3,792,308
Total Development Budget	53,425,891

Use of Funds – 9% Deal	Amount
Acquisition	11,591,111
Design	259,310
Construction	3,558,405
Construction Contingency	333,982
Administration	437,053
Financing	1,913,426
Taxes/Insurance	180,959
Capitalized Reserves	496,668
Miscellaneous/Other Costs	185,983
Soft Cost Contingency	93,716
Developer Fee	1,427,692
Total Development Budget	20,478,306

UNIT COMPOSITION

- 115 units are anticipated to be Affordable, mixed between 60% AMI and 30% AMI units
- Project Based Vouchers are anticipated to support most of the 30% AMI units
- 2 Market Rate units – these are current tenants who live at the property and do not income-qualify for affordable units. Winn is committed to not losing any tenants due to the rehabilitation of the property.

UNIT COMPOSITION 4% Deal				
UNIT TYPE	≤ 30% AMI	≤ 60% AMI	Market Rate	TOTAL
1 BR	34	33		67
2 BR	7	11		18

UNIT COMPOSITION 9% Deal				
UNIT TYPE	≤ 30% AMI	≤ 60% AMI	Market Rate	TOTAL
1 BR		29	2	31
2 BR		1		1

Winn's Core Commitments

**10% Rent Cap****Housing Stability****Eligibility****Town Reporting****Rights Reserved**

10%

**cap on qualifying
annual rent increases**

Conditional framework

Applies only where all household conditions are met.

Annual Town report

Privacy-protected summary report during the Agreement term.

Resident stability

Targeted support for qualifying covered households.

Owner rights preserved

Existing lease and legal remedies remain reserved.

Eligibility checks

**Balance resolved****Income certified****Rent-burdened****Lease signed**

Open items: effective date, term/end date, annual report deadline, and bracketed assistance references.

Resident Support

The Agreement acknowledges sustained efforts to help affected households remain housed after prior restrictions expired.



Resident engagement

- Advance written notice
- Individual resident meetings
- Support with income certification and housing options



Affordability support

- Voucher assistance and acceptance
- Referrals to RAFT and Town resources
- Rental assistance application help



Payment flexibility

- Case-by-case payment plans
- Phased rent adjustments
- Repayment compliance required

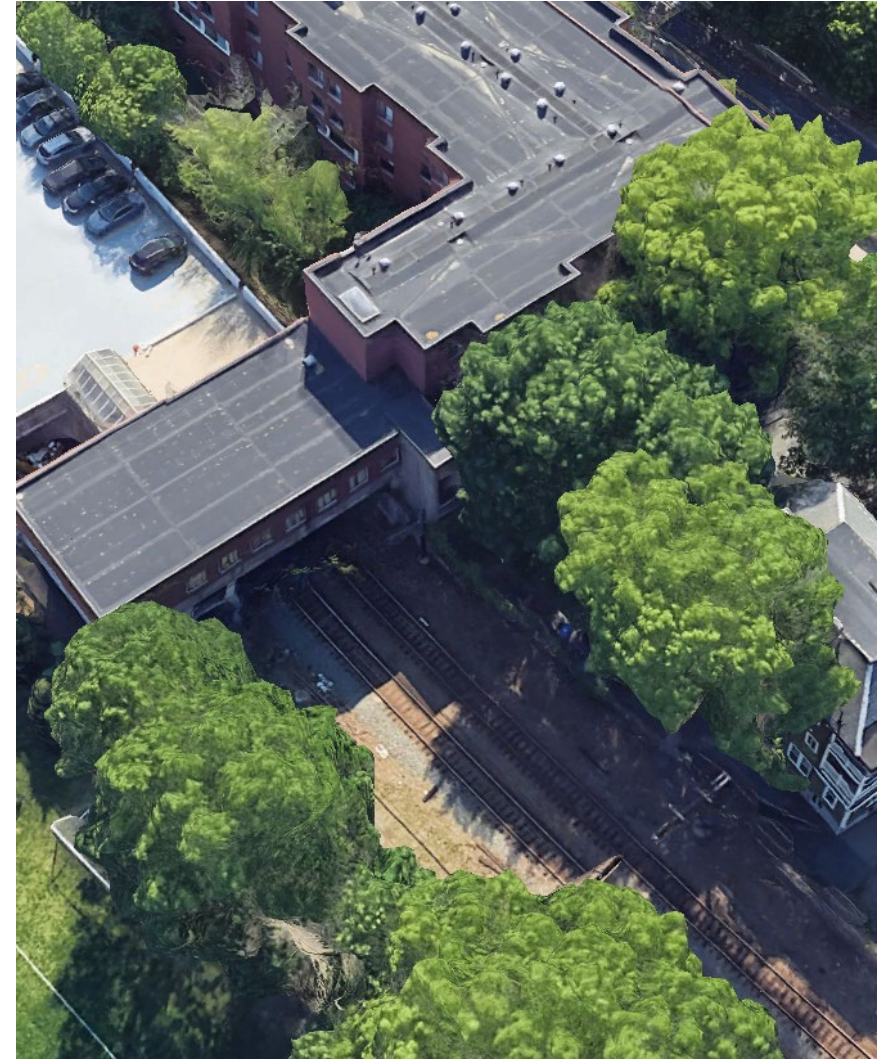


Capital investment and long-term strategy

Owner has invested over \$9 million since 2018 and continues to address capital needs, including building systems and unit renovations.

PROJECT CHALLENGES

- Occupied Rehab with Elderly Residents
 - Temporary relocation throughout construction
 - Tenants will stay in place except for 9 ADA units who will be moved out for a period of time.
- Active MBTA rail line below the building
 - Additional complexity with construction and coordination with MBTA



PROPOSED TIMELINE

Milestone	Date
Application for funding- State and Federal	09/2026 and 12/2026
Approval of funding- State and Federal	Q1 2027
Financial Closing / Construction Start	Q4 2027
Construction Completion	Q2 2029
Lease-up	Q2/Q3 2029
Permanent Conversion	Q3 2029

THANK YOU

Town of Brookline

COMMUNITY PRESERVATION ACT COMMITTEE



MEMORANDUM OF AGREEMENT

CPA Category: CPA FY2027 Community Housing

Project Name: CPA Funding for the Brookline Affordable Housing Trust

Project Location: Not Applicable

Date of Appropriation: May 27, 2026

Purpose: The purpose of this MOA is to ensure that the funds governed by this agreement at the amount described below (the "Funds") are used for CPA Funding for the Brookline Affordable Housing Trust.

Project Sponsor/Applicant: Brookline Housing Advisory Board/ Affordable Housing Trust

Trust Contact Email & Phone: Roger Blood, Chair; 617-512-2004; rfblood@gmail.com

CPAC Liaison: Laura Smead, CPA Planner, 617-730-2125, cpa@brooklinema.com

Appropriation Amount: The Community Preservation Act Committee recommended and Town Meeting approved the appropriation of the funds herein described for the purposes consistent with the CPA M.G.L. C.44b - \$400,000.

BEGIN DATE: July 1, 2026

END DATE: June 30, 2028

COMMUNITY PRESERVATION ACT

This Memorandum of Agreement (this “Agreement”) is entered into by and between the Town of Brookline (the “TOWN”), acting by and through the Brookline Community Preservation Act Committee (CPAC), and **TOWN OF BROOKLINE AFFORDABLE HOUSING TRUST** (Housing Advisory Board), established pursuant to Chapter 44, Section 55C of the Massachusetts General Laws (hereinafter, the “TRUST”, as more fully described in Exhibit A, the “Recipient”) The entities are jointly referred to herein as “the Parties”.

WHEREAS, the TOWN invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, Mass. Gen. Laws c. 44B (the “CPA”); and,

WHEREAS, in response thereto a proposal was submitted for funding (the “Project Application”) consistent with a purpose described above; and,

WHEREAS, the TOWN, acting through the Community Preservation Act Committee (CPAC), reviewed the Project Application, and on February 2, 2026, recommended that the funding for the Project Application be approved by appropriation of Town Meeting; and,

WHEREAS, at the Annual Town Meeting on May 27, 2026, Town Meeting appropriated the funds recommended by the CPAC.

NOW, THEREFORE, the TOWN requests and the Recipient agrees to implement and operate this activity in strict compliance with the conditions spelled out in the following sections.

1. Grant. Subject to the terms of this Agreement, the CPAC agrees to grant the TRUST the amount of **FOUR-HUNDRED THOUSAND DOLLARS (\$400,000)** for the purposes set forth and described in Exhibit A (the “Project”).
2. Project Application. The Project Application submitted to the TOWN, acting by and through the CPAC, is attached to this Agreement as Exhibit A and, to the extent necessary, incorporated into this Agreement by reference. If a conflict arises between terms in the Project Application and terms in this Agreement, this Agreement shall control.
3. Term. The term of this Agreement shall be no longer than **two (2) years** from July 1, 2026 (the “Effective Date”) and all work described in this Agreement must be completed no later than June 30, 2028 (the “End Date”), unless the TRUST requests, in advance of the End Date, a time extension for good cause shown. The CPAC has the sole authority to grant extensions.
4. The Work. The Work consists of the Project, as described in the Application attached hereto as Attachment A and the following additional conditions:
 - a. Notwithstanding the TRUST’s bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L c.44B.
 - b. Every three months until the Completion Date, the TRUST shall provide the COMMITTEE with a written update on the progress toward completion of the Work,

- pursuant to the Reporting Requirements attached as Exhibit B. A final report, including digital photo documentation of project(s) where appropriate, is due within 30 days of the Completion Date.
- c. Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), under no circumstances shall the Funds be used to rehabilitate existing community housing units.
 - d. Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing the TRUST shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.
 - e. Consistent with the provisions of M.G.L. c.44B Section 6, the Funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to the TRUST.
5. Restriction. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.
 6. Funding. The TOWN shall pay the TRUST the Funds within 30 days of the execution of this Memorandum of Agreement. The TRUST shall manage the Funds in accordance with its Declaration of Trust and related by-laws. Any interest funds earned with CPA dollars shall be utilized for CPA eligible purposes.
 7. Liability of the TOWN. The TOWN's liability hereunder shall be to make the payment specified in Paragraph 6 of this Memorandum of Agreement and the TOWN shall be under no further obligation or liability. Nothing in this Memorandum of Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Memorandum of Agreement.
 8. Independent Status. The TRUST acknowledges and agrees that it is acting in a capacity independent of the TOWN.
 9. Indemnification. The TRUST shall indemnify, defend, and hold the TOWN and its departments, committees, officers, employees, and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorneys' fees, arising out of or directly from the TRUST's performance of the Work that is the subject of this Memorandum of Agreement or the negligence or misconduct of the TRUST or its agents or employees.
 10. Reporting Requirements. The Recipient shall provide the CPAC with an itemized written update in a form satisfactory to the CPAC on the progress toward completion of the Project. Reports are to be completed and submitted quarterly to the Liaison. Reports should identify the work that has been completed, to include photos, and funds expended on the Project. See Exhibit B.

11. Changes in the Scope or Schedule or Services. The Recipient shall inform the CPAC in writing concerning any proposed changes of, without limitation, the following:
 - a. Any change in the Project work, activities, or objectives, as provided in the Project Agreement or Project Application.
 - i. Any change in the list of budget line items, as outlined above.
 - ii. A significant change to the anticipated project timeline, such as extending the period of performance.
 - b. The Recipient shall work with the CPAC to determine whether changes to the Project's scope, budget, or timeline are significant and require an amendment to this Agreement.
 - c. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, agreed to, and signed by both the TOWN, acting by and through the CPAC, and Recipient.
12. Staff Liaison. The Housing Trust Chair will serve as the TRUST's liaison to the CPAC for the Agreement. The CPAC liaison shall serve as the agent for the CPAC for the purpose of monitoring the Recipient's compliance with the terms of this MOA and shall periodically report to the CPAC regarding the progress of the Recipient and the compliance of the Recipient with the terms of this MOA.
13. The Work. The work shall consist of the work identified in the project application and approved by the CPAC. Notwithstanding the By-Laws of the Town of Brookline, all funds expended pursuant to this Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c. 44B, Community Preservation Act.
14. Compliance.
 - a. Inspection. The Project Liaison shall be permitted at reasonable times and with reasonable notice to inspect the Project Location throughout the project duration, where applicable. The TRUST covenants not to withhold unreasonably its consent in determining dates and time for such inspection.
 - b. Record Keeping. The Recipient shall keep such records with respect to the utilization of the Funds as are kept in normal course of business and such additional records as may be required by the CPAC. Should the Recipient have multiple funding sources, the Recipient shall track specific expenditures of the Funds separate from the other funding sources. The CPAC shall have full and free access to the such records and may examine and copy such record. The Recipient further agrees to meet from time to time with the CPAC or its designee, upon reasonable request, to discuss the expenditures of the Funds.
 - c. Violation. Violation of this Section 14 shall entitle the CPAC to payment equal to the full amount of Grant Funds awarded pursuant to this Agreement but in no case shall such amount be more than the original grant amount awarded to the TRUST.
 - d. Requirement to commence work. The TRUST acknowledges and agrees that it is required to commence work under this Agreement in a timely period following execution of the Agreement.
15. Compliance with Laws. The TRUST understands and agrees that the Project funded through this Grant is made pursuant to and must comply with the requirements of the CPA. Grantee

further agrees to comply with all federal, state, and local laws, regulations, ordinances and licensing requirements.

16. Community Preservation Act Awareness.

- a. Upon commencement of the Project, the TRUST agrees to post, in an appropriate location (where applicable), a temporary sign that the Project is funded through the Town of Brookline's Community Preservation Act Fund.
- b. The TRUST shall also identify that the Project was funded by the Town of Brookline Community Preservation Act Fund in all written materials about the Project, including but not limited to press releases, brochures, and online media.

17. Termination. If the TOWN determines that the Recipient has failed to fulfill any of its obligations set forth under the terms of this Agreement or has expended Grant funds inconsistent with the CPA, the TOWN may conclude the Recipient has defaulted with respect to its obligations and may terminate this Agreement upon fourteen (14) days written notice from the TOWN identifying the breach. This Agreement may be terminated at any time for the convenience of the TOWN at its option by delivering or mailing to the Recipient at the Recipient's business address a written notice of termination setting forth the date, not less than fourteen (14) days after the date of such delivery or mailing, when such termination shall be effective. The parties agree that if the TOWN erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement shall terminate upon the final disbursement of all Funds and the delivery of copies of any restrictions recorded pursuant to this Agreement. The Recipient shall have an ongoing obligation under Section 14 to maintain records that survives any termination of this Agreement.

18. Return of Funds. Upon completion of the Project, any Grant Funds not yet expended shall be returned forthwith to the Fund without further expenditure thereof. In the event this Agreement is terminated pursuant to the provisions of Section 17 hereof, any Grant Funds disbursed to the TRUST under this Agreement, including Grant Funds expended under this Agreement, shall be returned forthwith to the Fund without further expenditure thereof, including any interest earned.

19. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

20. Amendments. This Agreement may be modified or amended, in whole or in part, only by written instrument signed by the Parties setting forth the changes.

----Signature Page Follows----

Signed by:

Affordable Housing Trust

Date _____

Roger Blood, Affordable Housing Trust Chair

Community Preservation Act Committee

Date _____

Nancy Heller, Community Preservation Act Committee Chair

Comptroller

Date _____

Chelsea Stevens, Comptroller

Town Administrator

Date _____

Charles Carey, Town Administrator

EXHIBIT A
Project Application and Statement of Grant Award

Purpose of CPA Grant

Community Housing

Project Description

This award is for a general allocation of CPA Community Housing funding to the Town's Affordable Housing Trust (AHT). Community Housing CPA funding for the Affordable Housing Trust will be augmented by other AHT funds and as with most affordable housing sponsor-developers the financing will be 'leveraged' with federal and state program housing subsidies to maximize the number of new affordable housing units that can be produced for the minimum local contribution cost-per-unit produced.

Success will be measured primarily by the number of units created via the deployment of AHT funds pursuant to the mission of the Housing Trust, the Town's Housing Production Plan and the Community Housing component of the CPAC Community Housing Plan. Success will also be measured by the range of households served and the variety of housing types produced, including both renter and first-time homeowner housing.

Special Grant Conditions

1. Notwithstanding the TRUST's bylaws, all funds expended pursuant to this Grant Agreement shall be limited to the allowable spending purposes as defined under M.G.L. c.44B.
2. Every three months until the Completion Date, the TRUST shall provide the COMMITTEE with a written update on the progress toward completion of the Work, pursuant to the Reporting Requirements attached as Exhibit B. A final report, including digital photo documentation of project(s) where appropriate, is due within 30 days of the Completion Date.
3. Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), under no circumstances shall the Funds be used to rehabilitate existing community housing units.
4. Consistent with the provisions of M.G.L. c.44B Section 5(b)(2), when creating community housing the TRUST shall, wherever possible, reuse existing buildings or construct new buildings on previously developed sites.
5. Consistent with the provisions of M.G.L. c.44B Section 6, the Funds shall not replace existing TOWN operating funds nor reimburse the TOWN for services provided to the TRUST.
6. Restriction. With respect to any real property purchased using the Funds or housing created or preserved using the Funds, the TRUST shall execute or obtain a perpetual affordable housing restriction meeting the statutory requirements of G.L. c.184 and G.L. c.44B, §12, and running to the benefit of the TOWN. The deed restrictions executed for each unit of housing created or preserved pursuant to this grant must be approved and accepted by the TOWN.

EXHIBIT B
Reporting Requirements

The Grant Funds awarded to the Recipient pursuant to the foregoing Agreement shall be disbursed to the Recipient pursuant to the following terms and conditions:

Disbursement

The TOWN shall disburse to the Recipient after:

1. Execution of the Grant Agreement
2. After initial Pre-Construction/ Project meeting with the CPA Liaison
3. After installation of Attribution Signage at the Project Location
4. Upon receipt and verification of invoices that describe in particularity the work that was completed and the amount spent on such work. Additional documentation of work may be required.

Reporting Requirements

1. Invoices must be submitted monthly or as work is completed, whichever occurs first.
2. Recipient must submit to the CPAC Liaison a quarterly report describing in particularity the work that was conducted, the funds that were spent, and issues that may arise preventing the project to complete within the grant period.
3. All documentation, reports and records associated with the Project must be kept in orderly fashion and be available upon inspection if so requested.
4. The grantee shall keep such records with respect to the utilization of the Funds as are kept in normal course of business and such additional records as may be required by the CPAC. Should the grantee have multiple funding sources, the grantee shall track specific expenditures of the Grant Funds separate from the other funding sources. The CPAC shall have full and free access to the such records and may examine and copy such record. The grantee further agrees to meet from time to time with the CPAC or its designee, upon reasonable request, to discuss the expenditures of the Funds.

Quarterly Report Periods and Due Dates

July 1 to September 30, 2026	Due October 14, 2026
October 1 to December 31, 2026	Due January 14, 2027
January 1 to March 31, 2027	Due April 14, 2027
April 1 to June 30, 2027	Due July 14, 2027
July 1 to September 30, 2027	Due October 14, 2027
October 1 to December 31, 2027	Due January 14, 2028
January 1 to March 31, 2028	Due April 14, 2028
April 1 to June 30, 2028	Due July 14, 2028

Additional Terms Governing Payment

If the TOWN questions any amount included in the Invoice, the TOWN may, in its discretion, provide written notice to the Recipient requesting additional supporting information and data for the questioned amount. If the Recipient fails to document the eligibility of the invoiced amount, or if the TOWN is unable to confirm the appropriateness of the expenditure, the TOWN may withhold the disputed amount of the payment.

ARTICLE 1

SELECT BOARD’S SUPPLEMENTAL RECOMMENDATION

On May 19, 2026, the Select Board amended STM 1 Article 1 with several minor amendments described below in addition to adopting the Advisory Committee's amendment to remove Short-term Rentals as an allowed Accessory Use in Table 5.06.4.q.2. The Select Board voted no action (5-0-0) on Advisory's amendment to remove the Transit-Oriented Mixed-Use Subdistrict.

Additional Amendments to STM 1 Article 1:

- Updated labels for the Chestnut Hill Commercial 3.0 and 4.0 subdistricts in Figure 5.06.4.q.2 regarding Ground Floor Commercial Requirements to be consistent with the subdistrict abbreviations of CHC-3 and CHC-4 in other Figures in the zoning.
- Section 9 regarding Floor-to-Floor Heights: Correcting a Scrivener’s error and adding clarifying language.
- Section 13 regarding Vehicular Circulation: Correcting a Scrivener’s error.
- Section 14: Correcting a Scrivener's error.

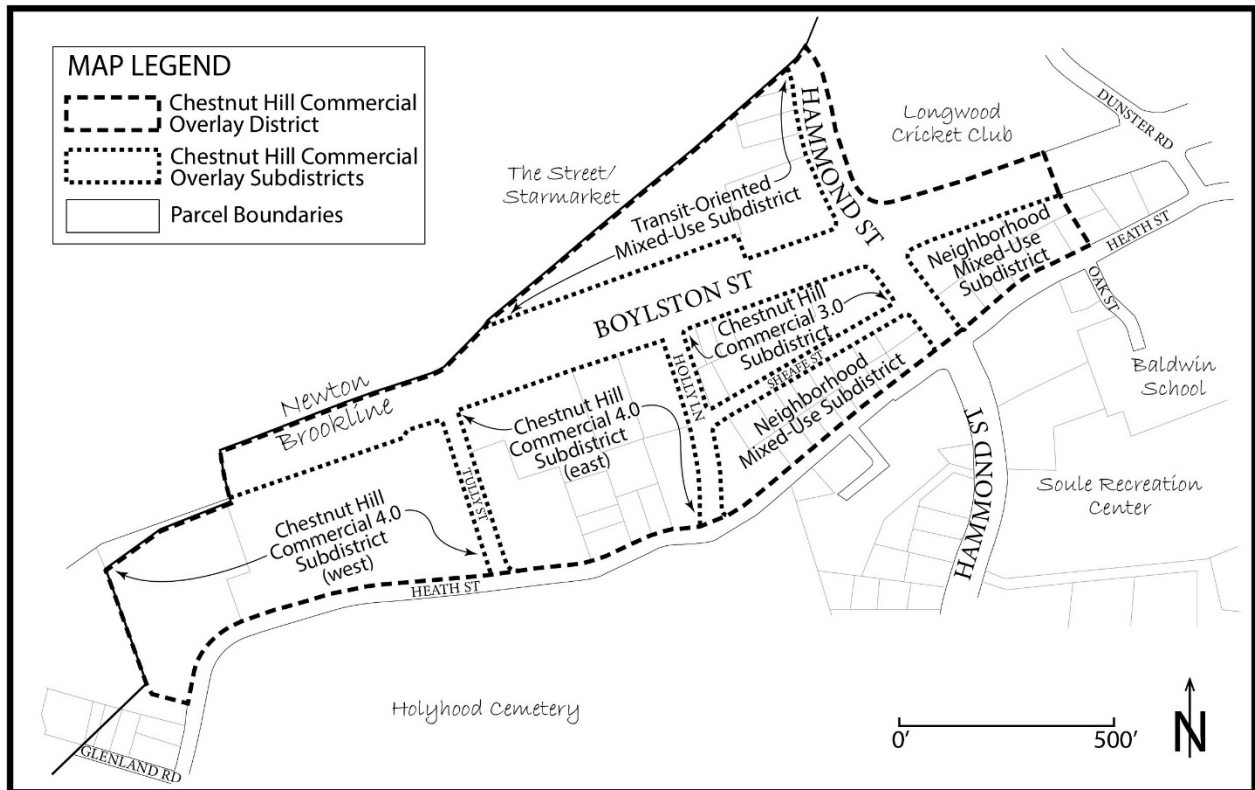
Correction to Publishing Error in Table 5.06.4.q.7 Vehicular Parking Requirements in the Combined Reports:

Please note that the minimum parking requirement from Studios in the Residential Uses, Uses #11-19 in the Retail, Restaurant & Consumer Services in CHC-4 Subdistrict, as well as Uses #21 and 22 in the Retail, Restaurant & Consumer Services in the TOM Subdistrict were erroneously noted as 1.0 instead of 0.0 in the amended version of STM 1 Article 1 included in the Combined Reports. Staff believes this was due to a technical issue. The correct parking minimums are included in the motion below.

A unanimous Select Board voted **FAVORABLE ACTION** on the following motion:

VOTED: The Town will amend the Zoning By-Law and Zoning Map as follows:

1. **By adopting the following map change, adding a Chestnut Hill Commercial (CHC) Overlay District as shown below including parcels with the following Tax Parcel Identifications as noted below:**



Tax Parcel Identification	Street Address	Subdistrict
425-07-09	1268 Boylston St	Chestnut Hill
425-10-00	1280 Boylston St	Commercial 4.0
425-10-01	1290 Boylston St	Subdistrict (West)
425-11-00	1300 Boylston St	
425-12-00	1330 Boylston St	
425-07-00	629 Heath St	
425-07-01	19 Tully St	
426-05-00	1228 Boylston St	Chestnut Hill
426-04-01	1234 Boylston St	Commercial 4.0
426-01-03	1244 Boylston St	Subdistrict (East)
426-08-00	593 Heath St	
426-09-00	595 Heath St	
426-10-00	599 Heath St	
426-10-01	601 Heath St	
426-10-02	603 Heath St	
426-10-03	605 Heath St	

426-11-13	615 Heath St	
426-06-00	25 Holly Lane	
427-09-00	1182 Boylston St	Chestnut Hill
427-10-00	1190 Boylston St	Commercial 3.0
427-08-00	1192 Boylston St	Subdistrict
427-04-05	1198 Boylston St	
427-03-00	1212 Boylston St	
427-02-00	1216 Boylston St	
427-01-00	1218 Boylston St	
427-12-00	21 Sheafe St	
427-13-00	25 Sheafe St	
427-15-00	35 Sheafe St	
427-16-00	39 Sheafe St	
427-17-00	41 Sheafe St	
433-17-00	1154 Boylston St	Neighborhood Mixed
433-16-00	1162-1164 Boylston St	Use Subdistrict
433-11-12	1180 Boylston St	
423-10-00	614-622 Hammond St.	
428-07-00	615 Hammond St	
428-08-09	621 Hammond St	
433-04-00	501 Heath St	
433-08-00	513 Heath St	
433-09-00	517 Heath St	
433-09-01	521 Heath St	
428-10-00	545 Heath St	
428-11-00	555 Heath St	
428-12-00	557 Heath St	
428-13-00	559 Heath St	
428-14-00	563 Heath St	
428-01-00	26 Holly Lane	
428-06-00	8 Sheafe St	
428-05-00	14 Sheafe St	
428-04-00	18 Sheafe St	
428-03-01	22 Sheafe St	
428-03-00	26 Sheafe St	
428-02-02	30 Sheafe St	
428-02-00	34 Sheafe St	
286-06-00	1195 Boylston St	Transit-Oriented Mixed-
286-05-00	1207 Boylston St	Use Subdistrict
286-01-00	565 Hammond St	
286-02-00	571 Hammond St	
286-03-00	575 Hammond St	

286-04-00

577 Hammond St

2. By amending § 3.01.4 – Overlay Districts – by adding a new item:

“q. Chestnut Hill Commercial Overlay District

- Chestnut Hill Commercial 4.0 Subdistrict (CHC-4)
- Chestnut Hill Commercial 3.0 Subdistrict (CHC-3)
- Neighborhood Mixed-Use Subdistrict (CHC-NMU)
- Transit-Oriented Mixed-Use Subdistrict (CHC-TOM)”

3. By amending Table 5.01 – Table of Dimensional Requirements – by adding Footnote 23, which shall read as follows:

“23. See § 5.06.4 – Special District Regulations, subsection q. Chestnut Hill Commercial Overlay District with respect to uses and all dimensional requirements.”

and inserting Footnote 23 after *Any other structure or principal use* in the use columns for Districts T-6, T-5, and M-1.0; and by inserting language as underlined below in the use columns for Districts G-1.0, G-2.0, and O-2.0(CH):

(dwelling-footnotes 5, 23)

4. By amending § 5.06.4 – Special Districts – to create § 5.06.4.q “Chestnut Hill Commercial Overlay District” as follows:

q. Chestnut Hill Commercial (CHC) Overlay District

- 1) Intent and Purpose: 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 expand 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.q.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 10 to 14 stories in height that will add significant commercial uses to the area and expand 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 CHC-4 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 Street and Hammond Street. Maximum heights at a scale similar to already-permitted development (i.e. 4 to 6 stories) along with setback, step back, and tree canopy requirements will complement the character of the area while enhancing neighborhood identity, livability, and vitality. Bonus height for hotels or for projects with at least 50% Affordable Units to incentivize additional affordable housing.
- d. Transit-Oriented Mixed-Use Subdistrict (CHC-TOM)
Urban, transit-oriented mixed-use subdistrict up to 7 stories in height.

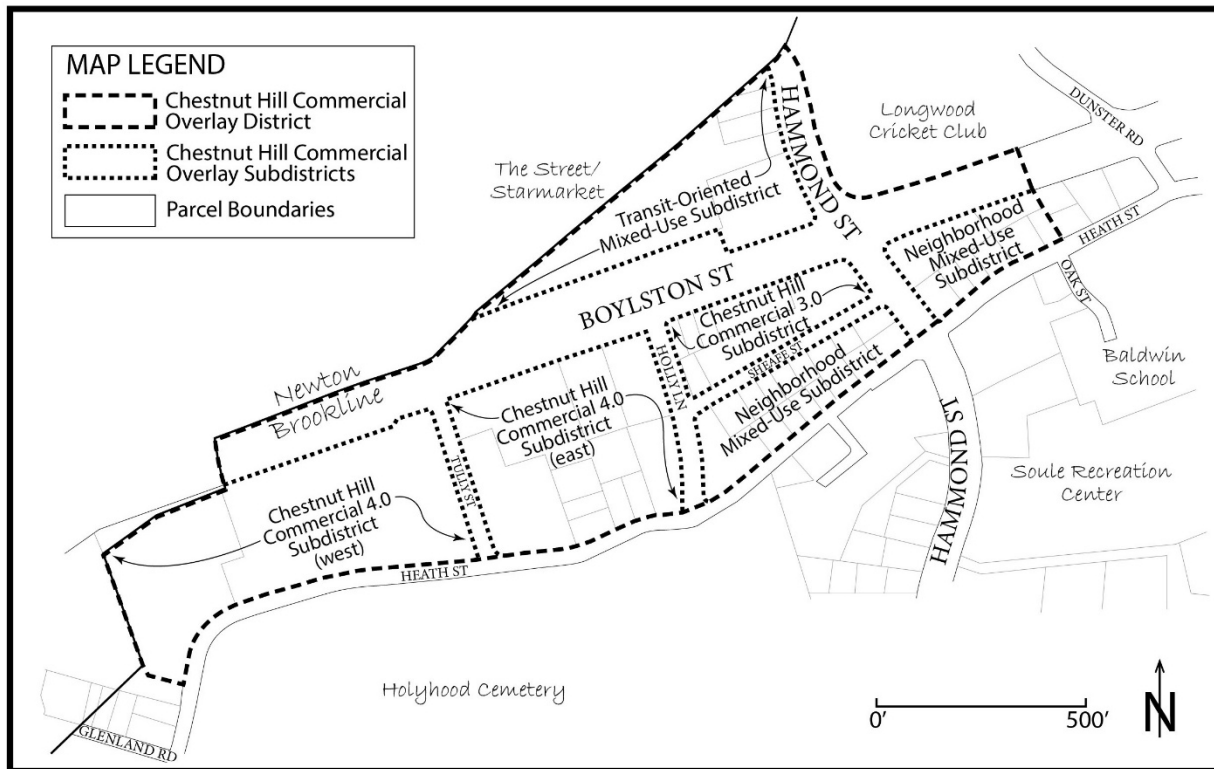


Figure 5.06.4.q.1: Subdistricts within the Chestnut Hill Commercial Overlay District

- 2) Conditions for Applicability: The CHC Overlay District is applicable to Projects, as defined under Sec. 5.06.4.q.3, that meet the following requirements:
- The minimum combined Lot Area for all parcels in a Project shall be 20,000 square feet, except in the CHC-NMU Subdistrict, where the minimum combined Lot Area for all parcels in a Project shall be 15,000 square feet;
 - Projects shall provide and maintain 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. The Zoning Board of Appeals may grant a Special Permit to allow the following exceptions to Sec. 5.06.4.q.2.b provided that the following conditions are met. Applications shall specify which of the following waivers from Sec. 5.06.4.q.2.b the Project seeks.
 - The Board of Appeals may waive by Special Permit the minimum required percentage of commercial uses on the ground floor along segments of the public rights-of-way as specified in Figure 5.06.4.q.2 and as described in subparagraphs 1 through 5 provided

that the Project design as a whole demonstrates the activation of the streetscape and the improved quality of the pedestrian experience as recommended in the Design Guidelines applicable to this overlay district:

1. along Boylston Street within 500 feet of the easternmost boundary and 150 feet of the westernmost boundary of the CHC Overlay District;
 2. along Sheafe Street;
 3. along Hammond Street within 200 feet of the northernmost point of the CHC Overlay District;
 4. 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
 5. 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.
- ii. Maintenance of Required Ground Floor Commercial Uses (in all subdistricts including CHC-3 and CHC-4): Once established, the Gross Floor Area devoted to Commercial Uses on the ground floor shall be maintained in Commercial Use for the life of the building. Conversion of a space on the ground floor from Commercial Use to non-commercial use shall be allowed only if the amount of the displaced Gross Floor Area devoted to Commercial Use on the ground floor is relocated elsewhere in the same Project and the Gross Floor Area devoted to Commercial Use on the ground floor does not fall below the minimum required for the Project.

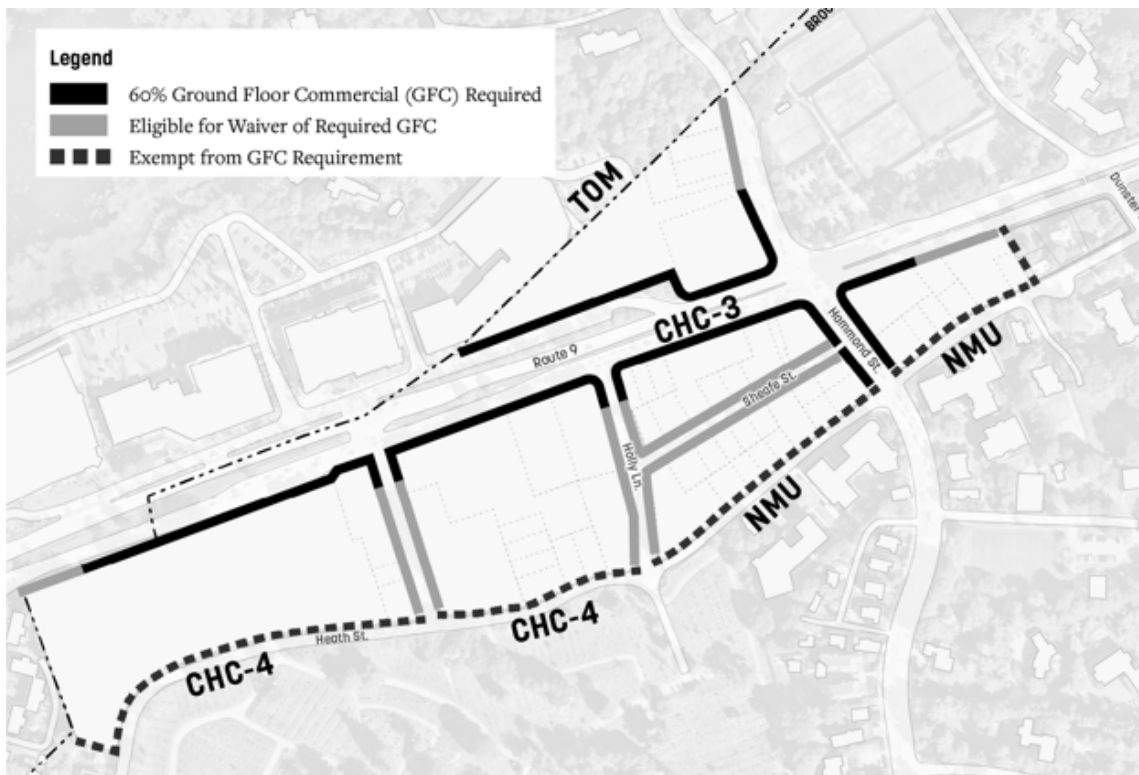


Figure 5.06.4.q.2: Ground Floor Commercial Requirements

- c. Projects in the CHC-3 and CHC-4 Subdistricts shall comply with the following Minimum Commercial Use Requirements:
 - i. Projects shall provide and thereafter maintain through each phase of development as defined under Phased Development in the Sec. 5.06.4.q.3, as well as in the total of any assembled parcels, an Effective Commercial Gross Floor Area Percentage, as defined in Sec. 5.06.4.q.3, of at least 51%.
 - ii. Fulfillment of the Minimum Commercial Use Requirement in Phased Development Scenarios: If the issuance of a temporary or permanent certificate of occupancy for a building or a portion of a building without the completion and issuance of a temporary or permanent certificate of occupancy for a subsequent building or buildings would result in a failure to comply with the foregoing requirement in Section 5.06.4.q.2.c.i or any bonus height requirement for the Effective Gross Floor Area Percentage included in the Special Permit application ("Earlier Certificate of Occupancy"), then the Earlier Certificate of Occupancy cannot be issued until the developer has provided satisfactory evidence of financing to the Director of the Planning & Community

Development as well as satisfactory evidence to the Building Commissioner of Breaking Ground for such subsequent building or buildings. Such a project shall be subject to a Special Permit condition that such subsequent building or buildings shall be completed and receive their Certificates of Occupancy within three (3) years after issuance of an Earlier Certificate of Occupancy. This condition may be waived through approval by the Town through its Select Board. Prior to submittal of any application for a Special Permit under this subsection, the applicant shall submit evidence of this waiver to the Zoning Board of Appeals.

1. For Projects in the CHC-4 Subdistrict with a combined Gross Square Footage of 300,000 or less, or Projects in the CHC-3 Subdistrict, the foregoing requirements to provide satisfactory evidence of financing and of Breaking Ground before receiving an Earlier Certificate of Occupancy and the requirement for completion of and issuance of the Certificate of Occupancy for buildings needed to comply with applicable Commercial Use requirements within a time certain, may be temporarily waived through approval by the Town through its Select Board. Such an approval may, with adequate protections to the Town, allow up to five years after issuance of an Earlier Certificate of Occupancy for required actions to be completed. Prior to submittal of any application for a Special Permit under this subsection, the applicant shall submit evidence of this temporary waiver to the Zoning Board of Appeals.
- iii. Maintenance of Required Commercial Uses: Once established, the Gross Floor Area devoted to Commercial Use shall be maintained in Commercial Use for the life of the building. Conversion of a space from Commercial Use to non-commercial use shall be allowed only if the amount of the displaced Gross Floor Area devoted to Commercial Use 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. Commercial Uses on the ground floor shall also be governed by Section 5.06.4.q.2.b.

3) Definitions

Refer to Section 2 of the Zoning By-Law for any capitalized term used in this Section 5.06.4.q that is not included below or defined elsewhere in Section 5.06.4.q.3:

- 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. **Breaking Ground:** The initial disturbance of surface materials associated with clearing, grading, or excavating activities or other construction activities; the placement of or mobilization for construction activities including but not limited to placing materials, machinery, supplies, or construction equipment on the Site and removing and disconnecting of utilities or water or sewer lines; and/or any alteration, demolition, repair, or improvements to a building or structure.
- c. **Commercial Use:** Any use other than Residential (Uses #1 through 4), Utilities & Communication Use #29, and Accessory Uses.
- d. **Contiguous Land Area:** A single, unified expanse of land in which all 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.
- e. **Cool Roof:** Roofs designed to reflect more sunlight than a conventional roof.
- f. **Development Plan:** A plan illustrating the full build-out of a Project, including all proposed buildings, uses, circulation, utilities, open space, and phasing, as submitted in support of a Special Permit application.
- g. **Green Roof:** A permanent rooftop planting system containing live plants in a lightweight engineered soil medium.
- h. **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.
- i. **Effective Commercial Gross Floor Area Percentage:** The minimum percentage of commercial area required to utilize the CHC-3 and CHC-4 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:
 - a. Effective Factor of 1.5 for: Hotel Use (Use #5), Event or Conference Center Facilities (Use #27); Laboratory Use (Use #23); and Retail, Restaurant, &

Consumer Services not exceeding 2,500 square feet of Gross Floor Area (Use #19).

- b. Effective Factor of 1.25 for: Retail Use #20 or 21 (i.e. Other Retail, Restaurant, & Consumer Services with 2,500 to 9,999 square feet); and Medical Office Use #6, not including Veterinary 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 Gross Floor Area Percentage:

$$[1.5 \times (200,000 \text{ sq. ft of Hotel Use})] / 400,000 \text{ sq. ft. of Total Gross Floor Area} = 75\%$$

- j. **Open Space, Large Site:** Projects in the CHC-4 Subdistrict with a combined Lot Area of 2 acres or greater, which are subject to Large Site Review Criteria under Sec. 5.06.4.q.8, shall be required to provide usable open space located at ground level that meet all of the following conditions:
 - a. Is conspicuously visible from at least one right-of-way;
 - b. Is at least 4,000 contiguous square feet no less than 40 feet in any dimension;
 - c. Is not restricted in access or visibility by fences or walls; and
 - d. 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.
 - e. Provides at least one publicly accessible pedestrian passageway interior to the Project's site between the Project's buildings that establishes a pedestrian connection between Heath Street and Boylston Street. This Heath-Boylston Street pedestrian connection shall meet the Department of Public Works' standards for safe pedestrian access, especially where this pedestrian connection intersects with interior vehicular driveways or parking areas.
- k. **Open Space, Landscaped:** For the purposes of Sec. 5.06.4.q only, Landscaped Open space is defined as 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, Usable:** For the purposes of Sec. 5.06.4.q only, Usable Open space is defined as the common or private outdoor space designed, accessible, and dimensioned for meaningful recreation by occupants of the principal use. Such space may include lawns, landscaped courtyards, balconies, roof decks, or ground-level space open to sky, excluding shading devices, but shall not serve as required vehicular access, parking, or service space. The dimensions of common areas on the ground-level or roof decks shall be a minimum of 15 feet wide by 15 feet deep. Private balconies shall have a minimum of depth of 5 feet.
- 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:** A coordinated development proposal on a Contiguous Land Area within the same subdistrict in Chestnut Hill Commercial Overlay Zoning District, subject to Special Permit approval, involving one or more buildings or uses that may be constructed in phases and located on one or more contiguous lots under common ownership or control. A Project may be constructed in phases; however, all buildings, uses, and phases shall be depicted on a Development Plan submitted as part of a single Special Permit application. Minimum lot area, dimensional, and use requirements applicable within the Overlay District shall apply to the Project site as a whole at the time of Special Permit approval. However, development proposals within the CHC-4 Subdistrict may include non-contiguous lots as long as all other zoning requirements are met.
- 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.

4) Procedures

An applicant seeking relief under the CHC Overlay District shall do so by the procedures and standards applicable to obtaining a Special Permit per § 9.03, and the procedures and standards described in § 5.09 Design Review.

5) Affordable Housing

In addition to being subject to § 4.08 Affordable Housing Requirements, Projects proposed under the CHC-NMU Subdistrict with at least 50% Affordable Housing Units may seek an Affordable Housing height bonus.

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 Special Permit, uses denoted in Table 5.06.4.q.1 as “Allowed” may be interchanged with other “Allowed” uses without a modification to the Special Permit Decision, but any change of uses must comply with the Minimum Commercial Use Requirements in Section 5.06.4.q.2.c.

TABLE 5.06.4.q.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 <i>choose</i> 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, disabled, 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 Veterinary 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	11	Bank	Yes	Yes	SP	Yes
	12	Storage, self-storage, warehouse, wholesale, jobbing, or distributing establishment	No	No	No	No

Consumer Services	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 protect the neighborhood from inappropriate noise in any season	SP	SP	SP	SP
	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 § 5.06.4.q.3 not exceeding 2,500 square feet of Gross Floor Area	Yes	Yes	Yes	Yes
	20	Other Retail, Restaurant, & Consumer Services as defined in § 5.06.4.q.3 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 § 5.06.4.q.3 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 § 5.06.4.q.3 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,	SP	SP	No	No

		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).				
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.q.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 located within 600 feet of the Principal Use.	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, 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):

- i. In the CHC-4 Subdistrict, the maximum Floor Area Ratio is 4.0.
- ii. In the CHC-3 Subdistrict, the maximum Floor Area Ratio is 3.0, however Projects with at least 90% of the required parking located below grade shall receive a bonus maximum FAR of 4.0.

TABLE 5.06.4.q.3: MAXIMUM FLOOR AREA RATIO (FAR)

	Maximum FAR	Bonus FAR
CHC-4	4.0	
CHC-3	3.0	4.0
CHC-NMU	n/a	
CHC-TOM	n/a	

b. Setbacks

- i. Setback requirements indicated with an asterisk in Table 5.06.4.q.4 may be reduced by Special Permit. Except as provided in Table 5.06.4.q.4 and in Section 5.06.4.q.7.c, setbacks in Table 5.01 for the underlying zoning district shall apply to side and rear setbacks within the CHC-3, CHC-NMU, and CHC-TOM overlay subdistricts, and may be reduced by Special Permit.

TABLE 5.06.4.q.4: BUILDING SETBACKS

Depth of Setbacks from the lot line fronting on the streets or boundaries listed below to the building façade:	CHC-4		CHC-3	CHC-NMU	CHC-TOM
	West	East			
Westernmost Border of the CHC Overlay District as shown in Figure 5.06.4.q.3	40' min	n/a	n/a	n/a	n/a
Southwestern-most Border of the CHC Overlay District as shown in Figure 5.06.4.q.3	40' min	n/a	n/a	n/a	n/a
Easternmost Boundary of the CHC Overlay District as shown in Figure 5.06.4.q.4	n/a	n/a	n/a	20' min*	n/a
Heath Street	25' min	25' min*	n/a	5' min	n/a
Boylston Street	10' min* 55' max	10' min*	10' min*	5' min	10' min*
Hammond Street	n/a	n/a	5' min	5' min	5' min
Tully Street	10' min*	10' min*	n/a	n/a	n/a
Holly Lane	n/a	10' min*	10' min*	10' min*	n/a
Sheafe Street	n/a	n/a	5' min	5' min	n/a
Northernmost Border of the CHC Overlay District as shown in Figure 5.06.4.q.4	n/a	n/a	n/a	n/a	20' min*
<i>*May be reduced by Special Permit.</i>					

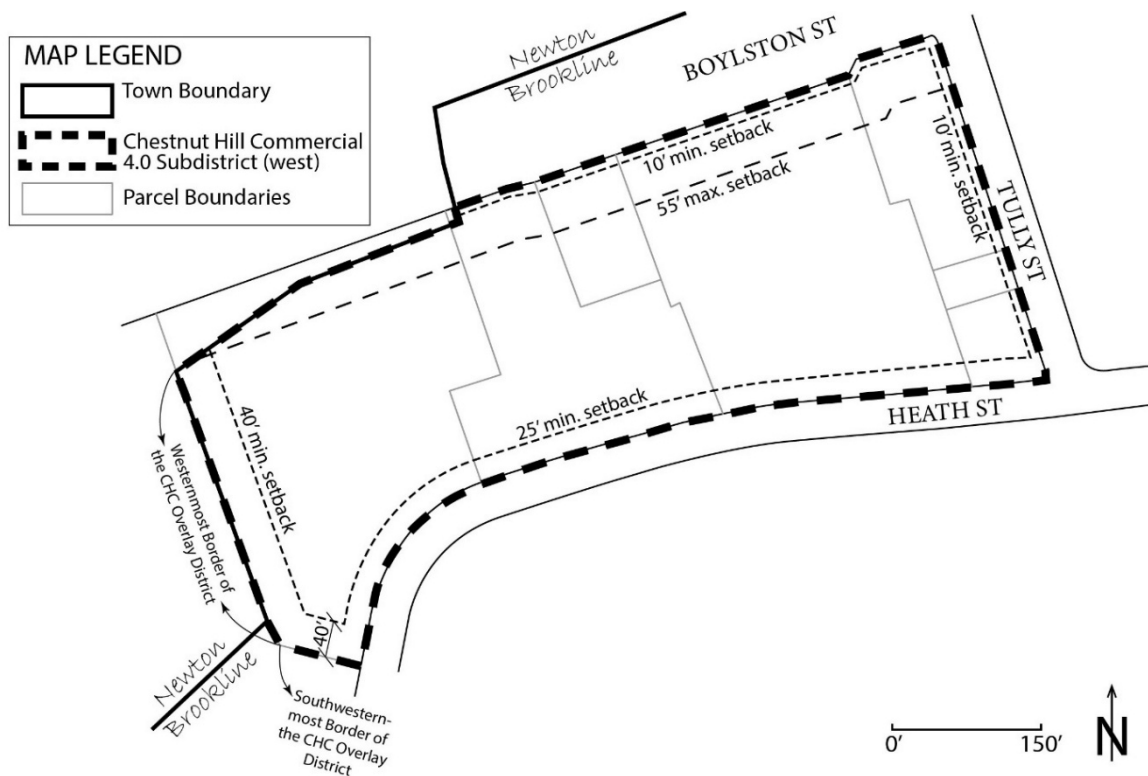


Figure 5.06.4.q.3: Building Setbacks Diagram for the CHC-4 Subdistrict

c. Space between buildings:

In the CHC-4 Subdistrict, a Project with more than one building three stories or taller that are not separated by a Town-owned public right-of-way 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.q.5: Maximum Building Height.

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

TABLE 5.06.4.q.5: MAXIMUM BUILDING HEIGHT

	CHC-4	CHC-3	CHC-NMU	CHC-TOM
Maximum Building Height	125'	88'	50'	88'
Maximum Building Height with Bonus, as described in Section 5.06.4.q.7.d.i	150' or 175'	-	75'	-
Within 170' of the westernmost boundary of the study area; within 60' of the easternmost boundary of the CHC-4 Subdistrict; and within 30' of Tully Street, as shown in Figure 5.06.4.q.4	88'	-	-	-
Within 170' of the northernmost point of the CHC-TOM Subdistrict, as shown in Figure 5.06.4.q.4	-	-	-	75'

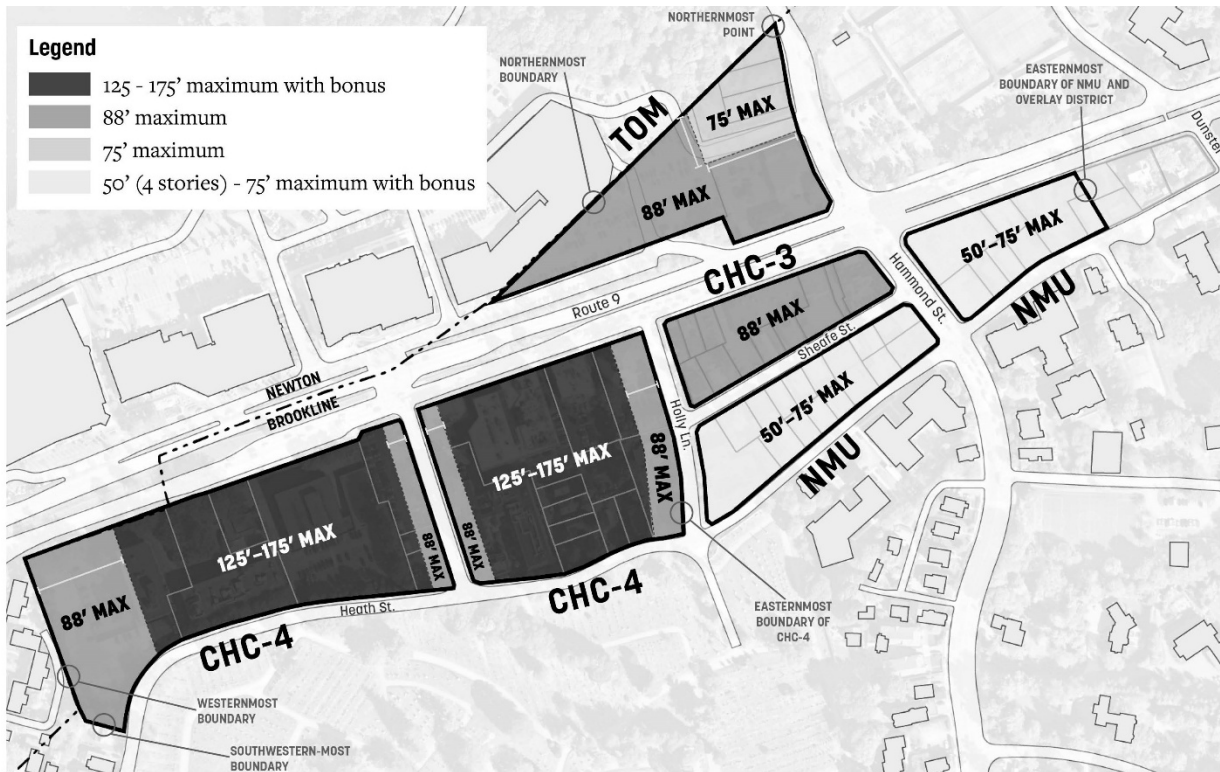


Figure 5.06.4.q.4: Maximum Building Height by Subdistrict

- i. Maximum Building Height Bonuses:
 1. In the CHC-4 Subdistrict, as outlined in TABLE 5.06.4.q.5, bonus height of 175' shall be awarded in such cases wherein the relevant phase of development achieves an Effective Commercial Gross Floor Area Percentage of at least 60%, as confirmed by the Director of Planning & Community Development. Otherwise, in the CHC-4 Subdistrict, as outlined in TABLE 5.06.4.q.5, bonus height of 150' shall be awarded in such cases wherein the relevant phase of development achieves an Effective Commercial Gross Floor Area Percentage of at least 55%. For Projects in the CHC-4 Subdistrict, the requirement that the relevant phase of development achieves an Effective Commercial Gross Floor Area Percentage of at least 55% may be waived through the approval of the Town through its Select Board. Such an approval shall require the relevant phase of development to achieve an Effective Commercial Gross Floor Area Percentage of a number no lower than 51%. Prior to submittal of any application for a Special Permit under this subsection, the applicant shall submit evidence of this waiver to the Zoning Board of Appeals. Bonus height shall not be awarded within 170' of the westernmost boundary of the study area, 60' of the easternmost boundary of the CHC-4 Subdistrict, or within 30' of Tully Street.
 2. In the CHC-NMU Subdistrict, as outlined in TABLE 5.06.4.q.5, bonus height shall be awarded to Projects that:
 - a. include Hotel (Use #5 in Table 5.06.4.q.1) as the predominant use, or
 - b. receive a favorable recommendation from the Housing Advisory Board based on the provision that at least 50% of a Project's residential units are affordable and that those units are in compliance with the income-related affordability guidelines pertaining to this affordable housing bonus incentive, which shall be developed by the Housing

Advisory Board and approved by the Planning Board.

ii. Building Step Backs:

1. Required Building Step Backs, which are measured from the primary building façade at-grade, are outlined in Table 5.06.4.q.6.
2. The following step backs may be reduced by 5 feet by Special Permit:
 - a. In the CHC-4 Subdistrict, Boylston Street step backs at Story 3 or 4 and Story 7 or 8; and
 - b. In the CHC-NMU Subdistrict:
 - i. Heath Street step back at Story 4.
 - ii. Eastern Boundary of the Study Area step back at Story 3 or 4.

TABLE 5.06.4.q.6: BUILDING STEP BACKS

Depth of Step Backs from Facades Facing:	Above Story	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 ft. 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	-	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
Easternmost Border of the Study Area as shown in Figure 5.06.4.q.4	1 or 2	n/a	n/a	-	n/a
	3 or 4	n/a	n/a	10 ft.	n/a
	7 or 8	n/a	n/a	-	n/a

e. Massing Modulation Requirements:

- i. Building facades 200 feet or longer shall employ at least one or more architectural elements, such as insets, courtyards, or bays, as outlined in the design guidelines applicable to this overlay district.
- ii. In the West block of the CHC-4 Subdistrict, buildings longer than 200 feet shall employ inset breaks in the massing 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 feet from the primary building facade at grade, and the depth of insets along Heath Street should be a minimum of 65 feet from the primary building facade at grade.

8) Large Site Review Criteria

For Projects that total at least 2 acres or more of Contiguous Land Area, Large Site Review Criteria outlined in the design guidelines applicable to this overlay district shall apply.

9) Floor-to-Floor Heights

The minimum finished floor-to-floor height for all ground floor levels with any amount of commercial space is 15 feet. The minimum finished floor-to-floor height for all other levels is 10 feet for Underground or Structured Parking (Use #30) and 10.5 feet for all other uses.

10) 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.

11) 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 5.06.4.q.7: 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 Min-Max	CHC-3 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 #27	0.5 - 4.0	0.5 - 4.0	N/A	0.5 - 2.0
Laboratory Use #23, Industrial Uses #24-25, Accessory Uses #32	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 #11-19	0.0 – 3.5	0.0 – 3.5	0.0 – 3.5	0.0 - 1.0
Use #20	0.5 – 3.5	0.5 – 3.5	0.5 – 3.5	0.0 - 1.5
Uses #21 and 22	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's 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. For Parking Lot Design Standards only, § 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. Additionally:
 - i. no more than 2% of the total number of vehicular surface parking spaces may be designated for four or more hours of occupancy;
 - ii. 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
 - iii. parking structure ventilation shall be designed to minimize impact to Dwelling Units.
 - f. For Bicycle Parking Definitions and Design Standards only, Section 6.05 shall apply.
 - g. For the number of bicycle parking spaces required, Table 5.06.4.q.8 Bicycle Parking Requirements supersedes § 6.05. For Bicycle Parking Definitions and Design Standards only, § 6.05 shall apply.
 - h. Short-Term Bicycle Parking Spaces shall be located outside of the building footprint and easily identified by visitors to the Project.

TABLE 5.06.4.q.8: 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 Min	CHC-3 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 #23, Industrial Uses #24-25, Accessory Uses #32	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 #27	0.05 ST	0.05 ST	n/a	0.05 ST
Residential Uses #1-3				
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 #11-19	0.25 ST	0.25 ST	0.25 ST	0.5 ST
Use #20	0.5 ST	0.5 ST	0.5 ST	0.75 ST
Uses #21-22	0.5 ST	0.5 ST	n/a	0.75 ST

12) Pedestrian Circulation

- a. In the CHC-4 Subdistrict, in the case of contiguous parcels located between Boylston Street and Heath Street with frontage on both streets, reasonable and efficient ADA-accessible, public pedestrian path providing through-access must be provided and 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. For reference, see examples of through-block connections indicated in the zoning envelope diagrams in the design guidelines applicable to this zoning overlay.
- b. In the CHC-TOM Subdistrict, a reasonable and efficient, ADA-accessible public pedestrian path providing through-access between Boylston Street and Hammond Street must be provided and maintained. 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.

13) Vehicular Circulation

Vehicular Access Restrictions on Heath Street: No curb cut, driveway opening, or vehicular access point shall be permitted along the Heath Street frontage of any

lot or parcel located within the West and East block of the CHC-4 Subdistrict, except for emergency vehicle access pending review and approval by the Director of Engineering & Transportation or their designee.

- a. Curb cuts may be allowed in the East block of the CHC-4 by Special Permit and subject to the approval of the Director of Engineering & Transportation or their designee.

14) Open Space

The following open space standards shall be required in lieu of any open space requirement listed in Table 5.01.

- a. For Projects in the CHC-NMU and CHC-3 Subdistricts, the minimum on-site Usable Open Space shall be 25 square feet per Dwelling Unit.
- b. For Projects in 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 percent of the total required Landscaped Open Space.
- c. For Projects in the CHC-4 Subdistrict:
 - i. A minimum of 15% of the combined 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 percent of the total required Landscaped Open Space.
 - ii. For Projects with a combined Lot Area of 2 acres or greater, an additional 5% of the Lot Area shall be dedicated as Large Site Open Space.
 - iii. For Projects with a combined Lot Area of less than 2 acres, the minimum on-site Usable Open Space shall be 25 square feet per Dwelling Unit.

15) Tree Canopy & Sustainable Site Measures

Projects under the CHC Overlay shall enhance the Town's tree canopy through fulfillment of the following requirements.

- a. Preserved or newly planted trees at ground level, which shall be planted and healthily maintained, including adequate watering during establishment, shall be sufficient to create mature canopy coverage equal to the following minimum Lot Area, based on the size of the Lot, as follows:

TABLE 5.06.4.q.9: TREE CANOPY REQUIREMENTS

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

- b. If approved by the Tree Warden, an applicant may offset a square foot of tree canopy requirements by two square feet of tree canopy planted and maintained in the public way within 1,000 feet of the Chestnut Hill Commercial Overlay District.
- c. For Projects less than 1 acre, 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, managing stormwater runoff beyond what is otherwise required, 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.
- d. 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 standard shall not be also accounted for to comply with other By-Laws.

16) 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% with the approval of the Town through its Select Board, and recommended by the Director of Engineering & Transportation, if it is demonstrated that the Project and any off-site vehicular mitigation work separately provided by the applicant 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.

17) Design Standards and Guidelines

Design Standards and 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, building façades parallel to or within 45 degrees of parallel to any property line shall be designed and constructed with equal care and quality.

18) 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.

5. By amending § 5.21 – Exceptions to Maximum Floor Area Ratio Regulations (Public Benefits Incentives) – by adding the following language at the end of § 5.21.1 as follows:

“Exceptions allowed under this section shall not be applicable to special permits under § 5.06.4.q – Chestnut Hill Overlay District.”

6. By amending § 5.32 – Exceptions to Maximum Height Regulations (Public Benefits Incentives) – by adding the following language at the end of § 5.32.1 as follows:

“Exceptions allowed under this section shall not be applicable to special permits under § 5.06.4.q – Chestnut Hill Overlay District.”

7. By amending § 5.43 – Exceptions to Yard and Setback Regulations - by inserting language as underlined below, and deleting language shown in strikeout below.

Under a special permit after a hearing of the Board of Appeals may permit, in lieu of the requirements for yards or setbacks specified in this By-law, the substitution of such other dimensional requirements as shall assure the same standard of amenity to nearby properties as would have been provided by compliance with the regulations of the By-law, as measured by off-setting a reduction in the depth or area of a required yard or setback by an increase in the depth or area of another yard or setback or by the provision or preservation of a condition or a facility not otherwise required that will counterbalance such a reduction; provided, however, that under this section the Board of Appeals shall not:

1. reduce the depth of a required front yard below 15 feet in M Districts; nor
2. increase the maximum Building Depth, as defined in Sec. 5.93, in T-5(NH) Districts; nor
3. apply exceptions to special permits under § 5.06.4.q – Chestnut Hill Overlay District.

... or act upon anything else relative thereto.

ROLL CALL VOTE:

Aye:

Pearlman
Rubenstein
Greene
Buono
Zimmerman