

February 17, 2016

**Anthony Fracasso**, Senior Vice President  
MassDevelopment  
160 Federal Street, 7<sup>th</sup> Floor  
Boston, MA 02110

Re: C. 40B Project Eligibility Application - PUDDINGSTONE PROJECT  
Project Location: South Brookline  
Applicant: Chestnut Hill Realty

Dear Mr. **Fracasso**:

We are a group of Brookline residents and neighbors of Hancock Village, located in the southern end of Brookline. We are writing to express our opposition to the development proposed by Chestnut Hill Realty ("CHR") in their 12/21/2015 application to build a 40B project of 226 apartment units. CHR has named this project "Puddingstone at Chestnut Hill". CHR has already received a project eligibility letter from your organization to develop another 40B project, "The Residences of South Brookline". In describing "Puddingstone at Chestnut Hill" to Brookline's Selectmen, Marc Levin of CHR referred to it as CHR's second 40B project at Hancock Village. Therefore we will refer to it in this letter as "Project 2," and "Residences of South Brookline" as "Project 1".

The principle objections to Project 2 are founded in the following:

- (1) Mass Development lacks authority to finance this Project.
- (2) The conceptual site design is inappropriate for the site, especially when considering the cumulative effects of Projects 1 and 2.
- (3) The Project has serious safety, conservation, and environmental issues.

In this letter, we address this latest CHR 40B application. The application proposes to further develop land that comprises part of Hancock Village, a historic, residential, garden village-style housing complex owned by CHR. In our letter to your office dated August 28, 2013, we outlined the history of Hancock Village, particularly as it concerns CHR's current development proposals. We have attached that letter for your edification and ask that it be incorporated into this current objection letter. While we may refer summarily to some of the items mentioned in that letter, their details remain in the original August 28 letter.

The officials of the Town of Brookline will discuss several relevant and important issues with which they are familiar, such as Brookline's consistent efforts to develop affordable housing; we will thus not fully address those issues here.

## CONTEXT AND ABBREVIATED HISTORY OF HANCOCK VILLAGE

Hancock Village, which is located on the borders of Boston and South Brookline, remains one of the best preserved architectural examples in the nation of the “Garden Village” movement, designed by noted architects and landscaped by Olmstead Associates (successor to Frederick Olmsted), and even **eligible for listing in the National and State Registers of Historic Places**. Developed with the goal of fulfilling the need for affordable housing post-World War II, the development exemplified how a municipal-corporate partnership could develop affordable housing, two decades before Chapter 40B was even in consideration. With 789 units (530 in Brookline and 259 in Boston), Hancock Village had provided affordable housing to a large number of families, until cessation of Rent Control in Brookline in the mid-1990s permitted CHR to eliminate this considerable stock of affordable housing.

Several attempts to expand Hancock Village, both its Boston and Brookline sides, were rejected between the late 1950s and 2006 in favor of preserving Hancock Village's original harmonious design and protecting open space. Conservation was facilitated by the 1946 agreement that created the development in return for limitations on further development (**Exhibits 1-2**). Although recent court rulings have indicated that this agreement is no longer enforceable, it nevertheless represents the spirit and vision under which Hancock Village was created.

Since purchasing Hancock Village in 1986, CHR has made several efforts to overdevelop the property. Initial proposals to build an apartment tower in Boston were labeled as ridiculous and rejected by the Boston Redevelopment Authority (**Exhibit 4**). The state subsequently moved to protect open space in the area by establishing the Hancock Woods Reservation (**Exhibit 5**). Over the past seven years CHR has proposed developments on the Brookline portion of Hancock Village, but every one of them has been a project that tries to place the maximum amount of housing possible on the developed land. The developer has ignored input from the community and Brookline asking for reasonable proposals, including proposals under Brookline's inclusionary zoning policy (15% affordable units in perpetuity). Rather CHR has been steadfastly recalcitrant in its unwillingness to discuss effective integration of reasonable development with the neighborhood and community (**Exhibit 6**).

In 2011, Brookline Town Meeting, in response to threats against a number of open space areas being taken for development, particularly the oft-cited “greenspace” that separates Hancock Village from abutting single family homes, created a mechanism to guide neighborhood development through Neighborhood Conservation Districts (“NCDs”), under an NCD Commission. Brookline now has several NCDs, including one at Hancock Village.

### **CHR ELIMINATED CONSIDERABLE AFFORDABLE HOUSING IN BROOKLINE, PARTICULARLY IN SOUTH BROOKLINE:**

CHR is primarily responsible for the current lack of affordable housing in South Brookline. The existing 530 apartments at Hancock Village were under rent control from

their construction. As soon as rent control restrictions were removed in 1994, CHR converted ALL these 530 apartments to market rate rents, hence their labeling as non-affordable. In one fell swoop, CHR eliminated most of the affordable housing in South Brookline. It is disingenuous for CHR to now seek the Commonwealth's financial assistance to add affordable housing to this site in South Brookline where CHR is solely responsible for its elimination.

CHR's actions in eliminating affordable housing in South Brookline stands in stark contrast with the actions Brookline has taken to increase affordable housing. In 1987 it introduced an inclusionary zoning law that required all new developments above a threshold size to designate a percentage of units as permanently affordable. In 1997 and again in 2002, it refined this inclusionary zoning law to make it more comprehensive.

## **PRINCIPLE OBJECTIONS TO THIS PROJECT:**

### **(1) MASS. DEVELOPMENT LACKS FINANCING AUTHORITY**

Mass Development ("MD") lacks authority to provide financing for Project 2.<sup>1</sup> MD itself, in its website, identifies two sources of statutory authority,<sup>2</sup> Chapter 23G of the Massachusetts General Laws ("M.G.L"), and Chapter 240 of the Acts of 2010. Neither Chapter 23G nor Chapter 240 provide the necessary authority for financing Project 2. The attached **Exhibit 7** reviews in detail the contents of these two sources of statutory authority as it pertains to MD. To summarize, Chapter 240 of the Acts of 2010 pertains to funding for non-profit health, educational and cultural institutions, not to for-profit housing ventures, and so is not relevant to Project 2. Under Chapter 23G, MD is authorized to make grants and undertake financial transactions for residential development only on open areas that are decadent, substandard or blighted. Project 2 is not in a blighted area; rather it is on land currently in Hancock Village, which CHR refers to as one of its "foremost properties" (<http://www.chr-apartments.com/hancock-village-apartments>). Therefore Chapter 23G does not authorize MD to finance Project 2. Since MD does not have the authority to provide financing for Project 2, it cannot provide a Project Eligibility Letter (PEL) for the project.

### **(2) THE CONCEPTUAL DESIGN IS INAPPROPRIATE FOR THE SITE.**

Notwithstanding the discussion above, MassDevelopment should deny a Project Eligibility Letter (PEL) to CHR for this Project for several reasons. Eligibility decisions need to consider design, including building massing, topography, and integration into the surrounding development. To issue a PEL, MD must determine that a "conceptual

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<sup>1</sup> The issue as to whether MD had authority to issue the PEL for Project 1 is being litigated as we speak at the Land Court. *See* Town of Brookline, et. al. v. Brookline Zoning Board of Appeals, et. al., Land Court Misc. Case No. 15 MISC 000072

<sup>2</sup> [www.massdevelopment.com/about/overview](http://www.massdevelopment.com/about/overview)

project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail)." 760 CMR 56.04(4)(c).

Reductions to the size of a project can be "justified by a valid health, safety, environmental, design, open space, planning, or other local concern that directly results from the size of a project on a particular site, consistent with 760 CMR 56.07(3)." 760 CMR 56.05(6)(a)(4).

Other areas of "Local Concern," identified in both Chapter 40B and its regulations, include the "need to protect the health and safety [perhaps including crime and vandalism, see above] of the occupants of a proposed Project or the residents of the municipality," "to protect the natural environment, to promote better site and building design in relation to the surroundings and municipal and regional planning. 760 CMR 56.07(3)(c) et seq.

**(2a). The design and location of the project is the antithesis of smart growth.**

Although CHR asserts that "Puddingstone at Chestnut Hill will serve as an excellent model for 'Smart Growth through Creative Infill'....", no principles of smart growth are demonstrated by the applicants. "Smart Growth" is an urban planning and transportation theory that concentrates growth in compact walkable urban centers to avoid sprawl. It also advocates compact, transit-oriented, walkable, bicycle-friendly land use, including neighborhood schools, complete streets, and mixed-use development with a range of housing choices."

This project neither concentrates growth in compact walkable urban centers to avoid sprawl, nor builds compact, transit-oriented, walkable, bicycle-friendly land use. In fact, this Project is the opposite. It will add at least ~480 people to an already built-out neighborhood with too many cars and where there is a paucity of public transportation. **CHR's application suggests that the area is serviced by three bus stops**, in fact these are three stops of the same bus line, the 51 bus, which runs infrequently at most times and not on Sundays (**Exhibit 8**). Further, this line recently narrowly escaped being further abbreviated and even discontinued, and this could happen in the future. Residents in Puddingstone at Chestnut Hill will have to use cars to get to work, to shop, and to otherwise lead full and productive lives.

CHR is well aware of this issue and is disingenuous when it suggests that construction of more units at Hancock Village represents "smart growth" as defined above. In the ZBA proceedings for Project 1, Mark Levin, Director of Development of CHR, indicated that their major fear was to be "underparked". To quote from the transcript of his statement to the ZBA made on 12/1/2014:

The biggest difference between North Brookline and South Brookline, though, is, you know, the T lines. And, you know, if you're going to be within walking distance from the T, you might -- regardless of your income level, you may jump at the opportunity to discard one of your cars because

of just the headache of owning a car or liking the idea of only having to deal with one. This is much more suburban. Our traffic studies were based on suburban usage, which I think was appropriately conservative, and I don't think people are going to be so readily likely to give up a car living in South Brookline. I mean, to get to a supermarket, for instance, is just not a walking exercise. (page 85).

At that same meeting, Mr. Levin, in defending a maximum of parking spaces, further disavowed CHR from so-called "smart growth" principles when he explained that those who will live in The Residences of South Brookline (substantially the same demographic as in Puddingstone), even those in one bedrooms, will be paying substantial rents, so that even couples will have two cars: ill-advised rather than smart growth. The term "infill development" is typically used in relation to urban areas, and describes a way to help redesign cities to be environmentally and socially sustainable. The only "creative infill" happening at this site is infilling the beautiful open space that currently exists at HV, the antithesis of an "urban" area.

Construction of the 266 units of Project 2 and the 161 units of Project 1 is the opposite of Smart Growth. Lacking the essential features of "Smart Growth", this development will rather contribute to sprawl and generate excessive car trips and traffic. As such its conceptual project design is NOT appropriate for the site on which it is located.

**(2b). The Project is too Massive.**

Project 2 proposes 226 units. 186 units will be in a mammoth building 1.5 football fields long with the residential space of ~130 homes. This building will be 6 stories tall, on top of a 2 story tall garage so that in some places it will be 8 stories. This, in an area where all other buildings are 2.5 stories tall at the most. The proposal will add 480 bedrooms, with 32 3-4 BR units. Considering that average homes in this area have 3-4 bedrooms, this is equivalent to adding 32 new homes and 194 apartments. Such a massive building poorly integrates with Hancock Village's historic garden village style, or with the modest 2.5-story homes of the surrounding neighborhood.

Project 2 proposes 67 surface and 283 garage parking spaces, for 2.3 parking spaces per unit. This is an excess of parking spaces. One wonders why this number would be needed if public transit and "Smart Growth" truly apply to this area. In the recent ZBA process for Project 1, ultimately 1.8 spaces per unit was determined to be sufficient. Some of the excess spaces in the Project 2 proposal appear to be positioned for convenient use of existing Hancock Village buildings. Obtaining more convenient parking for these existing units has been a longstanding goal of the developer.

Project 2 must be considered in the context of the impact of Project 1. Project 1 contains 161 units, 333 bedrooms, including 45 3-4 BR units, and 292 parking spaces. It will result in paving over highly valued green space currently located between HV and residential homes on Beverly and Russett. Thus combined the two project would add 387 units, 813 BR, and 642 parking spaces, and eliminate much of the valuable green space that has been integral to the successful design of Hancock Village.

The effect of concurrently approving both projects must be considered not only in their massive scale but also in the pace of change. Suddenly adding this number of people and cars will overwhelm the infrastructure in this area. As pointed out by CHR itself, the neighborhood has no supermarkets, no other parks, and little public transportation. Thus, all of these people will need to drive their cars to work, shop, and attend to their daily tasks. At the same time as acutely increasing density, the projects will eliminate large areas of green space, including the only “walking paths” in the area and the main areas that the children of Hancock Village use for passive recreation.

When speaking about infrastructure, one cannot avoid discussing the school impact. Presently the neighborhood school, Baker School, has over 800 students but was designed for approximately 600. An additional 100 students from South Brookline have been displaced from their neighborhood school and require transportation to schools in North Brookline. Meanwhile, the schools in North Brookline are also at or over capacity. It is anticipated that the 813 BR will yield about 400 new students. The acute addition of this number of students to the school system will throw it into a crisis. Plans are being made to construct an additional school, but with this influx of new students it is likely that two new schools will be required. The construction cost for one no less two schools is a hurdle, but an even larger hurdle is finding land on which to build the schools. For instance, a top contender for the site for the next elementary school is currently occupied by a supermarket. The proposal is for the school to be built on top of the supermarket. There have been searches for suitable sites for a second neighborhood school in South Brookline, but most sites are encumbered by Article 97 or similar protections. The leading contender at present is a second elementary school at the same site as the first – essentially a school of 1400 students or so on a 10 acre site. We mention this situation first to point out the capacity limitations of the current situation and the inability to grow capacity rapidly, and second to point out that lack of land to increase capacity.

The CHR PEL application for Project 2 mentions Baker School as a neighborhood amenity, less than a five minute walk from the proposed development. It should be noted, however, that the capacity limitations discussed above make it likely that many of the students from the proposed development, like those in nearby residential homes, will require busing to elementary schools elsewhere in Brookline (the nearest school in North Brookline is over 3 miles away).

In summary, the scale of Project 2 is excessively massive, especially when considered within the context of the combined impact of Projects 1 and 2. The excessive scale and acute municipal burden placed on one corner of Brookline make this conceptual project design NOT appropriate for the site on which it is located.

**(2c). The project fails to meet the design principles set for in The Chapter 40B Design Principles Handbook.**

The Chapter 40B Design Review Handbook (The Handbook) was written to “...draw attention to factors that are of particular importance when introducing a Project into existing surroundings... This Handbook provides some suggestions for applying these

program standards and goals in the early stages of the design process.” Project 2 fails to adequately address these factors and therefore MD cannot find that “...the conceptual project design is generally appropriate for the site on which it is located, taking into consideration factors that may include proposed use, conceptual site plan and building massing, topography, environmental resources, and integration into existing development patterns (such finding, with supporting reasoning, to be set forth in reasonable detail). (760 CMR 56.04(4)(c)).

As described in The Handbook, two criteria for applying this regulation are the relationship to adjacent building typology and relationship to adjacent streets. The relationship to adjacent building typology refers to how the proposed development interacts with the existing neighborhood, with respect to massing, use of natural topography and site features to buffer massing, and use of architectural details to address the perception of mass and height.

As discussed above, the project is massive and there is no architectural slight of hand that can alter the reality that this building will be about 3 times taller (8 stories from street level) and 130 times larger (by square footage) than neighboring homes. Even compared to the existing Hancock Village structures, which are 2.5 stories tall and about the size of 2-3 homes, the new building was vastly out of scale. There is no attempt to use topography to mitigate the size of the building; rather, the building is constructed on a high point in the property, exacerbating the height issue. The PEL application pays lip service to a gradual transition between building types by stating that the three infill buildings fulfill this role. However, these three buildings are not adjacent to the large building and in no way help to create a transition between building types.

Regarding the relationship of a project to adjacent streets, The Handbook explains, “Massing should take into account the pattern of the existing street frontage as well as maintain a human scale by reasonably relating the height of buildings to the width of the public way.” For Project 2, Sherman Road is a small two lane road that will pass the massive apartment building, which is 1.5 football fields long and 6-8 stories tall building (depending on where you define the base). Here again the height of the building is excessive and does not relate well to the narrow width of the adjoining road. The shallow setback, height, and length of the building will make it an imposing wall, in stark contrast to the surrounding townhouse-style buildings designed under the Garden City ethos. According to The Handbook, the project design should integrate with the existing development patterns outside of the site. There is no building in the vicinity that is anything like the huge apartment building of Project 2.

In its PEL application, CHR as much as admits that its conceptual plan falls short of the Handbook's goals: "It is important to note that the history of the development and entitlement process for the current project created a number of restrictions that precluded some site planning approaches that would have made it easier to further many of the design goals outlined in the Handbook and desired by Chestnut Hill Realty." (Project 2 PEL application, page 43). As a result of the failure to meet the Handbook's guidelines, the project should be denied 40B project eligibility.

### **(3) THE PROJECT HAS SERIOUS SAFETY, CONSERVATION, AND ENVIRONMENTAL ISSUES.**

#### **(3a) The Project will exacerbate existing fire safety issues**

Hancock Village is located in a corner of Brookline. During the Zoning Board of Appeals (“ZBA”) hearings for Project 1, the Fire Chief described his concern of the response time of his fire trucks to reach Hancock Village, which is out of compliance with the National Fire Protection Association’s recommendations:

*[Fire Chief Ford, quoted from ZBA transcript 11/12/2014]* I have always been concerned with the location of this project, with the addition of more lives, more property to protect. It is at the outskirts of our community. It is at the farthest reaches of my response, the response of my men and apparatus. I have stated that right from day one. I've heard that, well, we already have projects out there, we already have residents out there. That is true, but times change. As I've said before, we used to use horses. We don't do that anymore. If you go down highway systems in this state and you go down Route down to Taunton, you'll find exit ramps that are extremely sharp, tight radius. That's how we built them then. We don't allow that anymore.

So these project were built, and they were years ago. They were also built when the community had Ladder on Boylston Street, which no longer exists and would have been the closest ladder to the project, and Engine down in the Village, which would have been the third new engine from this project. So the initial poles built in that area years ago, the initial Hancock Village, it was built in a different time and the NFPA standards may not have been in place then like they are now. So distance and travel time has always been a concern with me. The ISO, Insurance Service Office, which does ratings of fire departments for the communities -- and in many cases insurance companies may utilize their rating. We enjoy a very good rating in this community. We are number 2. There are only 2 number 1's in the entire State of Massachusetts and only 12, 2's. Brookline is a 2. That's a pretty high rating. They say we should have ladder truck -- the radius of the ladder truck is two miles. That should be the response area. Well, the closest ladder truck is outside the two-mile radius as the crow flies. It's more like 3.69 miles, the driving distance. Those are a concern to me, and it always has been. The NFPA says I have to -- I should have -- their requirement is that I have a full first alarm assignment on the scene in eight minutes. Well, I only have two out of the five full alarm assignment apparatus that can arrive in that time frame. Three out of five apparatus take longer than eight minutes. And, again, I know people say we already have homes in that area, we already have this as a problem. This is true, but do we want to add to the problem?

Fire Chief Ford indicated two ways that massively increasing the population in Hancock Village would reduce safety: first, it will increase the frequency of calls to this location, thereby putting his crews out of position for other calls to other parts of town and so reducing safety across Brookline; and second, it will increase the risk of actual fire, in



which case the sub-optimal response times put civilians and fire crews in greater danger.

With these concerns being so seriously expressed by the Fire Chief when addressing Project 1, it is certain that the lack of fire safety in South Brookline will be exacerbated by this addition of 226 more units and 480 more bedrooms. The height of the building will worsen the safety concerns, as emergency operations will require a ladder truck, which has a response time outside of recommendations as discussed above by the Fire Chief. It should also be pointed out that there is no reasonable way to improve upon the response times, since there is no available land to build additional fire houses. Clearly, continuing to “cram in” hundreds of new housing units to this remote part of Town is unwise

### **(3b) Environmental Impacts**

The developer states, “The proposed development will impact some of the existing open space on the site and will remove portions of the existing puddingstone ledge and mature trees but this necessity should take into consideration the significant amount of open space that exists in the development... In addition, the unusual amount of adjacent public open space needs to be considered, including the 25-acre D. Blakely Hoar Sanctuary conservation land that links with additional conservation land in Boston and Newton, the adjacent five public tennis courts, and the Baker Elementary School playground. There is also a Boston playground and ballfield (Hynes Playground) nearby at the corner of Brucewood Road and VFW Parkway.” (PEL application, page 38).

There are numerous inaccuracies and misdirections in this statement. First, Project 1 will destroy much of the valued open space enjoyed by Hancock Village residents as well as the broader neighborhood. What little open space remains on the Beverly side of Hancock Village will be largely eliminated by Project 2, leaving small areas of green intersected by roads that are no longer useful for play areas or passive recreation. Meanwhile, Projects 1 and 2 will double the density at Hancock Village. Thus the project at once removes most of the green space and at the same time increases the need for it.

Second, S. Brookline is the only precinct in Brookline that lacks a walkable public park. The Baker School lot cannot be counted, because it is fully occupied by the school during weekdays and by sports for much of the weekend days. Furthermore, this lot may soon become much smaller, if it is used to build a second elementary school on the same lot, in part due to the pressures promised by Project 1. The Boston playground and ballfield are across VFW Parkway, a high speed four lane highway. Thus this playground is practically speaking not accessible for inhabitants of Projects 1 or 2. Hoar Sanctuary is a wetlands conservation area serviced by a single footpath. This is a beautiful walking trail but it cannot be used for gatherings or most forms of passive recreation.

There is thus an acute and growing need for open space in South Brookline, and Project 2 will both eliminate open space and increase the pressure on the open space

that remains.

### **(3c) Endangerment of conservation areas and wetlands**

The monolithic apartment building is proposed to abut the Hoar Sanctuary. As mentioned above, this is a 25 acre conservation wetland. An underground stream connected to this conservation land flows under what is currently green space on CHR's property. Project 2, in combination with Project 1, will cover much of the green space in Hancock Village with impervious surfaces and parking. This will contaminate the Hoar Sanctuary through (a) surface runoff and (b) subterranean runoff in the underground stream or along ledge. The runoff will likely be polluted with oil, fertilizers, and other detritus that will be toxic for the wetlands.

Water is a major issue in this area, with many of the abutters experiencing flooding in their basements and yards. The increase in impervious surfaces and the removal of nearly all of the mature trees in the area from Project 2 and Project 1 will lead to increased runoff not only to the Hoar Sanctuary but also to other abutting properties. Because Project 2 is bounded on three sides by CHR's own property, the *surface* runoff from Project 2 will mostly impact CHR. However, the *subterranean* runoff from Project 2 could significantly impact abutters, especially in combination with the deleterious effects of Project 1.

### **(4c) Endangerment of historical and cultural resources**

Hancock Village stands today as one of the best preserved examples of architecture inspired by the "Garden City" movement. In addition to its well-preserved architecture, the development is also historically significant in that it represents a pioneering effort to establish affordable housing through collaboration between private and public institutions.

The proposed development does not integrate well into the historic site and will destroy its historic value. Recognizing both the site's historic value and the damage that Projects 1 will do to it, Preservation Massachusetts listed Hancock Village among the state's top 10 most endangered resources in 2014 (please see: <http://preservationmass.org/programs/most-endangered-resources/2014-most-endangered-resource-list/>). Project 2 will be similarly harmful to the historical and cultural value of Hancock Village, scarring the Garden City ethos with an anomalous building and numerous roads and parking.

## **CONCLUSION**

Over 60 years ago Brookline and the John Hancock Insurance Company entered into a historic and pioneering agreement and Contract that led to the construction of 789 affordable units at Hancock Village (530 in Brookline). The resulting Garden City style townhouse complex remains one of the largest in the Town's history and comprises close to 3% of Brookline's total population. Yet its thoughtful design has ensured its on-

going compatibility with the neighboring community and has to this day continued to provide family housing in attractive natural surroundings.

CHR's Project 2 continues to reflect an intransigent insistence on over-burdening Brookline with a massive and ill- conceived project. As proposed, Project 2 will disrupt the historic, harmonious, and successful original design of Hancock Village, ironically under the guise of an affordable housing (40B) development.

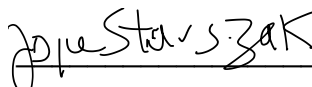
MassDevelopment lacks authority to finance this project and it should recognize the limitations to the authority that it has been granted by the Commonwealth. The project is the antithesis of smart growth and fails to meet the principles espoused in the 40B Design Guidelines and The Handbook. In particular the monolithic, hulking 6-8 story apartment building is simply inappropriate for this location and neighborhood. The project will exacerbate substandard fire response times, will eliminate precious open space, and will endanger neighboring conservation land.

For all of these above reasons, we urge MassDevelopment to deny project eligibility for Project 2. Rather, we urge that MassDevelopment use its role as a key stakeholder in this process to induce the participants to engage in a holistic design review process involving the entire site. CHR itself, in its PEL application (page 43), admits that the design of Project 2 was compromised by "the history of the development and entitlement process" resulting in a substandard project that does not meet the objectives of The Handbook. It is possible that a holistic approach to design of a project at Hancock Village achieved through a productive dialog between CHR, the Town, and the neighborhood, could overcome these limitations and create desirable affordable housing that integrates with the needs of the Town and the neighborhood.

**Signing on behalf of the Brookline Neighbors Group and the South Brookline Neighborhood Association:**

Signature, Date, Printed Name and Address:

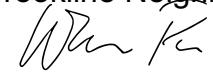
SBNA:

 ,2/23/16, Joyce Stavis- Zak,44 Intervale Rd, Chestnut Hill,  

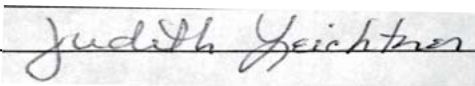
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*Barbara Favermann* 99 Wallis Road, Chestnut Hill 2/23/16

Brookline Neighbors Group:

 2/23/16, William Pu, 249 Beverly Road, Chestnut Hill, MA 02467  

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 2/25/16, Judith Leichtner, 121 Beverly Rd, Chestnut Hill MA 02467  

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## **Attached Materials**

An inventory of the documents provided with this letter follows:

**Exhibit 1. Neighborhood letter arguing against Project 1 40B eligibility.** This letter was previously filed with MassDevelopment.

**Exhibit 2. 1946-1950 Hancock Village Planning Board Deliberations.** This file contains summaries of the 1946 deliberations of the Brookline Planning Board about Hancock Village. It contains the Contract made between the John Hancock Insurance Company and the Town of Brookline.

**Exhibit 3. 1946 Agreement.** This file contains additional documents from the 1946 negotiations between the Town and John Hancock over the Hancock Village development.

**Exhibit 4. BRA Rejects W Roxbury Condo Proposal as Ridiculous (Globe).** This Globe article documents prior attempts by CHR to overdevelop in this area, with a proposal that the BRA outright rejected as ridiculous.

**Exhibit 5. Weld backs Hancock Woods preservation (Globe).** This Globe article highlights the value of preserving green space in this area, and the actions that the state has taken in this direction.

**Exhibit 6. Hancock Village\_Planning\_Committee\_Final\_Report.** This is the final report of the town-wide Hancock Village Planning Committee. This report noted the unwillingness of CHR to alter the fundamentals of its proposal in response to community input, and the large negative impacts of CHR's proposals.

**Exhibit 7. MD financing of residential developments is limited to blighted areas.**

**Exhibit 8. 51 Bus Schedule:** Schedule of the 51 bus. Note relatively infrequent service, decreased Sat service, and lack of Sun service.

## **Exhibit 1. 2013 Letter Regarding Project 1 40B Project Eligibility**

August 28, 2013

Anthony Fracasso, Senior Vice President  
MassDevelopment  
160 Federal Street, 7<sup>th</sup> Floor  
Boston, MA 02110

Re: C. 40B Project Eligibility Application;  
Project: The Residences of South Brookline  
Location: Independence Drive, Brookline, MA  
Applicant: Chestnut Hill Realty

Dear Mr. Fracasso:

We are a group of Brookline residents and neighbors of Hancock Village. We last wrote to you about Chestnut Hill Realty's (CHR's) previous proposed expansion of Hancock Village (HV) under MGL Chapter 40B in late 2012, less than nine months ago. It is our understanding that MassDevelopment found that the prior proposal had substantial flaws and was preparing to issue a denial of eligibility when CHR abruptly withdrew its application. Now, CHR has submitted a “new” proposal that is in all important respects essentially the same as the prior proposal. This “new” proposal – or perhaps more accurately this re-proposal – has the same flaws that MassDevelopment found in the 2012 proposal, and it also introduces new concerns. In this letter, we review CHR's latest application on its own, as well as address some of the changes made by CHR from its 2012 proposal. We outline some of the history about Hancock Village that is relevant in evaluating the proposal and providing context for our concerns and objections, and focus on specific issues that we are aware of as residents of this neighborhood. Many other relevant and important issues that are well known at the Town level, such as the consistent efforts of the Town to develop affordable housing, will not be fully addressed here as we anticipate that they will be covered by Town officials.

### **Hancock Village: 1946 to 2013**

#### ***1946: Establishment of Hancock Village as a pioneering and exemplary affordable housing development.***

Hancock Village was formed in 1946 to provide affordable housing, which was in short supply due to the large number of returning World War II veterans. The Town of Brookline worked closely with the John Hancock Insurance Co. to develop housing that would provide many of the benefits of single family homes to families who would not otherwise be able to afford such housing. This goal was achieved through a historic partnership between Brookline and John Hancock Insurance that ultimately transformed the Weld Golf Course into a large, carefully designed garden style housing development that adhered to the design ethos of the “Garden City” movement. All units were situated in densely built configurations to allow for the maximal preservation of green space. Each unit was designed as a townhouse, with its own entrance and views of the natural surrounding green space from all living and bedroom windows. As such, the space around each of the townhouses, including the “greenbelt buffer” space adjoining those townhouses closest to Beverly and Russett Roads, is an integral part of the project’s successful design, rather than left-over or, as CHR calls it, “underutilized” land available for further development. As an integral element of the development’s design, the open space was protected through explicit

agreements that preserved the open space and prevented its substantial further development.

The result of these efforts was Hancock Village, which stands today as one of the best preserved examples of architecture inspired by the Garden City movement. With 789 units (530 in Brookline and 259 in Boston), Hancock Village achieved the goal of providing affordable housing to a large number of families. Thus, Hancock Village represents a pioneering and exemplary example of how a municipal-corporate partnership could develop affordable housing, two decades before there was even a Chapter 40B.

### ***1946 Agreement Establishing Hancock Village Placed Restrictions on Further Development***

Zoning changes necessary to build Hancock Village were made by the Town in exchange for explicit limitations on the type and extent of development permissible on the property. These limitations were codified in a formal contract between the developer and the Town (the “Contract”). To ensure architectural integrity, coherence with the abutting neighborhood, and preservation of green space, the Contract specified the design criteria for the site. These included the requirements that each building could be no more than 2.5 floors tall (measured from the highest point of the finished grade of **each** unit), that only 20% of land could be built upon, and that at least 75% of the units were to be built in townhouse style.

This Contract, signed by the original developer on behalf of itself and its successors, was the condition upon which the neighborhood and Town Meeting gave support for the development. The Contract was cited verbatim in the Town Meeting legislation approving the zoning change that permitted construction of Hancock Village (see Exhibits 1 and 2).

At the time that the Town rezoned the Weld Golf Course for multifamily housing, the Planning Board suggested, and the Company agreed, to maintain a narrow strip of green space between the multifamily-zoned property and existing single family homes on Beverly and Russett Roads. This greenbelt was meant to provide an attractive green expanse for Hancock Village residents and the neighborhood and to ensure that abutting homes would not directly back up to parking lots or the rear sides of buildings. Because at that time there was no zoning category suitable to achieve this goal, the greenbelt retained its single-family zoning, as this ~100 foot wide strip was acknowledged to be too narrow to allow for both the building of single-family homes and a street. This area of green space has succeeded in its multiple roles as a “backyard” for the Hancock Village townhouses that adjoin it; as a public space shared by all of Hancock Village; and as a transition between the single and multifamily properties. It is a highly valued strip of continuous green space that extends for the length of Hancock Village and that has been used for years by Hancock Village residents as communal open space for recreational uses. It is this greenbelt buffer zone that CHR identifies as “underutilized” and that is primarily targeted for development by the CHR 40B proposal. On the contrary, this land was set aside as a transition zone as a precondition for establishing Hancock Village, was part of its original design concept, and continues to function in this important capacity.

Chestnut Hill Realty was well aware of the restrictions incorporated in the 1946 agreement and Contract between the Town and the original developer prior to purchasing the property. The Contract by its terms binds successors and assigns; therefore Chestnut Hill Realty also is bound by such restrictions. Because these restrictions are based on a Contract with the Town that predates the passage of Chapter 40B, 40B does not relieve

the owner of the restrictions of this Contract.

CHR represents on page 29 of its submission that there is “**no record** of any restrictions on the property **whatsoever**” (emphasis supplied). As detailed above, the restrictions are part of the Town records providing the original developer with its requested zoning exceptions, as well as a separate Contract between the Town and the developer, which by its terms is binding on its successors and assigns. In support of its statement that there is “no record of any restrictions on the property whatsoever,” the applicant misleadingly quotes a 2010 statement by then-Town Counsel, who said that there were “no **recorded** documents” that evidence such an agreement. Her statement did **not** indicate the absence of such documents, merely that the relevant documents had not been recorded. She added that, even if recorded, such an agreement would have expired within 30 years. The significance of recording such documents and the automatic expiration assume that the actual Contract and documents (which do exist though are not recorded) would be subject to MGL c. 184, § 23. However, the agreements and documents are not subject to MGL c. 184, §23, based on the reasoning of the Massachusetts Appeals Court in its 2011 opinion in *Killorin v. Zoning Board of Appeals of Andover*, 80 Mass.App.Ct. 655. Obviously Town Counsel writing in 2010 did not have the benefit of the Appellate Court’s 2011 decision.

In short, the Town and the original developer entered into a Contract executed in 1946 that limits further development at Hancock Village, and recent case law indicates that this Contract remains in force today. The efficacy of MGL c. 40B to impair a Contract that existed prior to the enactment of MGL c. 40B will require evaluation in light of Massachusetts case law involving the primacy of restrictions and the laws of the Commonwealth and the United States regarding the power of the States to impair contracts retroactively. (See *Campbell v. Boston Housing Authority*, 443 Mass. 574, 2005; and U.S. Constitution, Art I, § 10, cl. 1, *Contract Clause*).

### ***1958-2006: Attempts to Further Expand Hancock Village***

There have been several attempts to further expand Hancock Village on both the Boston and Brookline sides. However, these have been denied in favor of preserving the original harmonious design, protecting open space, and upholding the 1946 agreement:

- (1) Efforts to build additional parking lots for Hancock Village on the green space buffer were denied in **1958**, and **1967**, citing the 1946 Contract and establishment of the greenbelt buffer. These cases indicate that the original agreements that established Hancock Village and the greenbelt buffer zone were challenged on several occasions and upheld.
- (2) In **1986**, Hancock Village was purchased by CHR. CHR redeveloped the Shops at Hancock Village (on the Boston side), and in **1989** CHR proposed a development on the West Roxbury side of Hancock Village. This proposal featured a 17 story tower that would have been the largest in West Roxbury. The Boston Redevelopment Authority stated “[i]t’s too ridiculous to even review. The proposal has no relationship with what is allowed by law and what would be an acceptable proposal.” (quoted from Exhibit 3; see also Exhibit 4).
- (3) In **1995**, then Governor Weld opposed an effort to expand the reach of Hancock Village into protected open space (in the adjacent portion of the property in West Roxbury). See Exhibit 4.

(4) In 2006, yet another effort to develop the open space area for parking was defeated.

***1994-1995: CHR Eliminates Affordable Housing at Hancock Village.***

In its application to MassDevelopment, CHR comments extensively on the current lack of affordable housing in South Brookline. These 530 apartments were under rent control and represented a substantial affordable housing stock in South Brookline from the time of their construction. However, rent control changed in 1994, and CHR moved all of these apartments to market rates. If they were as concerned about affordable housing as they now profess, they could have retained any number of their 530 units as affordable. They chose not to do that, and as a result CHR in one fell swoop eliminated most of the affordable housing in South Brookline. It is at least circular, if not disingenuous, that CHR now seeks the Commonwealth's assistance to add affordable housing to this site in South Brookline when CHR is solely responsible for its elimination.

In contrast to CHR's actions, Brookline took constructive steps to increasing affordable housing. In 1987 it introduced an inclusionary zoning law that required all new developments above a threshold size to designate a percentage of units as permanently affordable. In 1997 and again in 2002, it refined this inclusionary zoning law to make it more comprehensive.

***2009-2011: CHR's Proposals for Massive and Inappropriate Expansion of Hancock Village***

In February 2009, the first meeting was held between CHR and neighbors about CHR's proposal to massively expand the Brookline side of Hancock Village. At this meeting, CHR stated that it planned to pursue a zoning change of the property so that it could build 450-500 units plus a parking lot and roads over the greenbelt buffer. CHR also stated that it would pursue a 40B application if it could not obtain the zoning change.

A town-wide committee, the Hancock Village Planning Committee, was established to gather input from interested parties and to consider the plans and zoning change requests. Between 2009-2011, the committee held multiple public meetings with the developer and Brookline residents. The committee voiced concerns about the inappropriate scale and siting of the proposed development. CHR presented several minor variations of their proposal, but never varied from a maximum sized development of ~460 units that destroyed the greenbelt buffer and that violated the original 1946 agreement with the Town.

***June 2011: Hancock Village Planning Committee report released***

In its final June 2011 report (Exhibit 5), the Hancock Village Planning Committee stated that it did not support CHR's proposed development plans. It noted the strong negative impact that the proposed development would have on the Town of Brookline. The report also noted CHR's intransigence and unwillingness to heed community input.

CHR asserts in its 40B application that the Town wanted no development at all in the area. On the contrary, at no point does the report state that the site should not be developed. As indicated in the Hancock Village Planning Committee June 2011 Report, the committee was willing to entertain zoning changes in order to accommodate a smarter design that met the Town's and neighborhood's concerns. However, the committee found that CHR never presented any plans that addressed the concerns voiced by the committee or the public.



While CHR's 40B eligibility application claims extensive meetings between CHR and the Town and its residents, in essence these meetings were mere posturing by CHR. For three years the Town saw minor variations of the same proposal, all of which sought a large number of units and paving over of the greenbelt buffer. These aspects of the proposals were inconsistent with both current zoning and the 1946 Contract. The proposals also included buildings up to 7 stories in height, based on the absurd contention that such buildings were consistent with a 35 foot height restriction. These were identified as key issues that needed to be addressed to achieve a compromise solution, but CHR showed no willingness to compromise. This is made clear in the Hancock Village Planning Committee Final Report.

CHR's current c. 40B eligibility application acknowledges that the first round of fiscal impact statements concurred that the CHR proposals would cause large deficits for the Town. However, the application then claims that CHR made responsive adjustments that led to positive budgetary results for the Town. This second fiscal impact statement was never independently vetted, and indeed was widely criticized for obviously flawed assumptions. One critical assumption used in the calculation was that 208 non-age-restricted units would yield only 33 students, when the expected student number by current use is 125. In 2011, Brookline estimated that Hancock Village causes the Town an annual deficit of over \$2 million, and all of CHR's proposals would have significantly exacerbated this already substantial annual deficit. Thus the claims of the eligibility application are inaccurate both with respect to CHR meeting with the Town in a productive fashion to reach a mutually beneficial solution, and with respect to the likely financial impact of CHR's proposals.

### ***Fall 2011 to 2012 - Creation of the Hancock Village Neighborhood Conservation District***

The Fall **2011** Brookline Town Meeting established Hancock Village as a Brookline Neighborhood Conservation District (NCD) by an overwhelming majority (more than 80%). Several other NCDs are currently under discussion for development in Brookline. Establishment of the Hancock Village NCD came after the article was discussed at numerous public meetings and hearings by at least seven Town commissions and departments. The Hancock Village NCD was established to preserve the historical significance of Hancock Village, and to give the Town of Brookline a voice in future development at this property. The design guidelines for the Hancock Village NCD reflect the original 1946 agreement and protect the open space and the historic garden style, townhouse architecture that characterizes Hancock Village and that were prerequisites for the Town agreeing to rezone the property to multifamily in 1946.

A new commission for the NCDs was created in **2012**. Soon after the full NCD Commission was appointed, it sent a letter to CHR in another attempt by the Town to engage CHR in a constructive collaborative dialog. CHR never responded.

### ***Today: Historical Significance and Importance of Hancock Village***

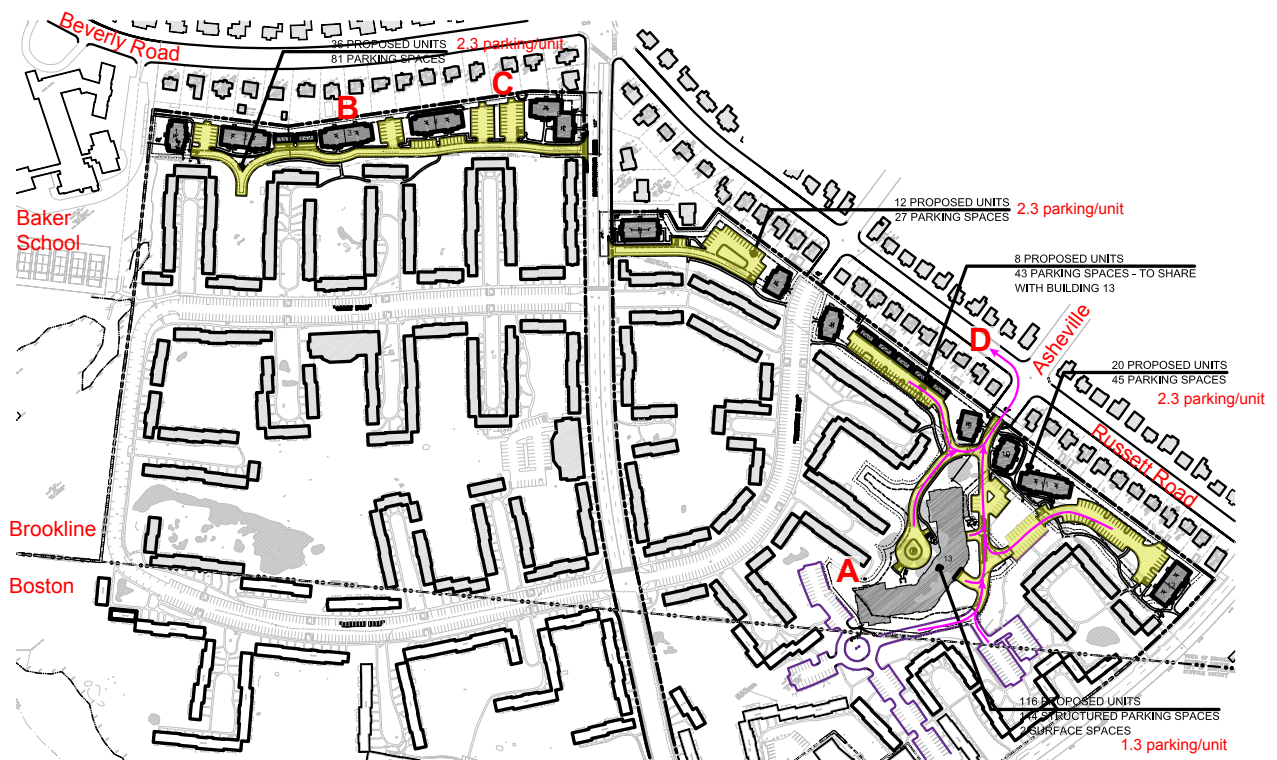
Hancock Village is eligible for listing in the National and State Registers of Historic Places. The layout and buildings were designed in the "Garden Village" style by the architects Louis Justement and Gustav Ring, prominent developers of this architectural style. Landscaping was designed by Olmsted Associates, the successor to Frederick Olmsted, and carried out with naturalistic settings and preservation of natural elements such as open puddingstone outcroppings. The carefully planned design of the development has allowed it to exist in a well-

integrated relationship with the surrounding neighborhood, and remains one of the best preserved examples of the Garden Village style in the nation.

A component of Hancock Village’s historical significance also lies in the historic partnership between Brookline and a private company to develop high quality affordable housing. Key elements of the site design and the ideals that the Brookline-John Hancock agreement symbolize are threatened by this ill-conceived proposal, ironically proposed under the guise of affordable housing.

## **Neighborhood Concerns re: 40B Proposed Design**

MassDevelopment applied the 40B design standards to the 2012 proposal, and appears to have concluded that the conceptual site plan was not appropriate for the site due to the elimination of the greenbelt buffer, the inadequate setbacks, the incongruous massing of buildings (particularly the hulking 5 story apartment building), and the poor integration with existing development patterns. We have the same concerns about the current proposal, which is essentially a re-run of the 2012 proposal. The current proposal remains - in all important respects - a massive and disproportionate plan for eradicating the key greenbelt between Hancock Village and its neighbors (Fig. 1). Furthermore, the new proposal raises additional concerns that make it even worse than the



**Fig. 1. CHR’s 40B proposal is ill-conceived and unsuitable for the site.** There is no overall design concept, other than to shoehorn in as much bricks and mortar as possible into a relatively small site. Buildings are placed at odd angles. Buildings (grey) and pavement (yellow) occupy most of the current green space and render the remaining space useless for passive recreation. The proposal also places nearly all of the density immediately adjacent to abutting properties, thereby maximizing its detrimental impact rather than minimizing it.

- A.** A hulking 4-story apartment building will be located atop a puddingstone outcrop that is 2 stories tall. After blasting the puddingstone as proposed by CHR, the building will still tower over all other features in the area.
- B.** The “infill” buildings are 2.5 lots wide and 5 times the volume of a typical house in this area. These edifices will present a monolithic facade only 20 feet from the abutting properties -- closer than one could build a regular single family house under present zoning.
- C.** Much of the greenbelt will be consumed by pavement (yellow). There are 2.3 parking lots per unit for infill buildings, an excessive amount likely intended to provide existing apartments with parking. In the new proposal, the parking comes within 7.5 feet of abutting lots. There will inevitably be noise, light, and air pollution as a consequence.
- D.** Most of the traffic from Hancock Village East (purple arrows) will be routed from Asheville onto Russett Road, a narrow (24’ wide) neighborhood road that cannot handle this volume of traffic.

2012 proposal that MassDevelopment was already prepared to disallow.

This new plan has been described by CHR principally in terms of its reduction in the number of apartments to 192, without consideration of the fact that its construction footprint, building massing, and building heights are nearly the same as in the 2012 proposal. The present scheme would actually exacerbate every problem noted by MassDevelopment with respect to the 2012 proposal. Most notably, the re-proposed plan will further eviscerate the greenbelt, covering the majority of this area with buildings and pavement. In the new plan, there is more pavement, and the pavement is shifted even closer to abutting property lines. Additional greenspace is consumed by the introduction of new freestanding multi-car garages. The greenbelt's characteristic undulating topography will be regraded so that it will be flattened in most places. In other places the regrading will result in sharp changes in grade that will create the need for retaining walls and that will further dice up the green space and render what little remains largely unusable.

### ***Massing***

(1) Last year's five story apartment building is now described as a four story building, but in the new design the massive building has hipped roofs that visually add to the height of the building. The height of this building remains inappropriate for this area, where all buildings are less than 2.5 stories. It is also built atop one of the highest points within Hancock Village's 81 acres (50 acres in Brookline), so the actual height compared to surrounding properties is even greater.

(2) The proposal includes 2.5 story "infill" buildings along the length of the greenbelt buffer, with some built on top of raised grades, making the actual height closer to three stories. Presently, Hancock Village consists of townhouses that are 2 stories in height, and their size is mitigated by their staggered placement and surrounding green space and courtyards. In contrast, the proposed 2.5 story "infill" buildings would be located on the outside edges of Hancock Village, within 20 feet of the property line with abutters -- much closer than one can build a single family home no less a multifamily building five times the volume of a typical home in this area. The width of each of these "infill" buildings is two and a half times that of abutting single family lots, thus providing no visual relief for many of these lots. Furthermore, several of these buildings appear to be built on a raised grade of at least 4 feet, increasing their height relative to abutting buildings.

(3) The four-car garages newly introduced into the current proposal are inappropriate for the area and do not integrate with the surroundings. The mere addition of a cupola cannot disguise the garages, which do not provide visual relief as claimed by CHR but rather further consume greenspace and add to the excessively built up nature of the project.

### ***Elimination of Greenbelt Buffer and Inadequate Setbacks***

CHR has described the greenbelt buffer as "underutilized land," and in doing so underscores its lack of understanding of the value of this open space and how it is essential to the success of the original Hancock Village design. The land is at once the backyard for the adjoining townhouses, a public space for all of Hancock Village, and a visual buffer and transition zone for the entire community. It is used frequently as parkland by Hancock Village residents, who daily use the space for organized and impromptu activities including volleyball, golf,



**Fig. 2. Recreation on the greenbelt.** Clockwise from left: Children and adults enjoy impromptu games of baseball and volleyball; CHR's annual festival; CHR's movie night.

soccer, Frisbee, running, picnics and family gatherings, winter sledding, and cross-country skiing. There are also CHR-sponsored events such as “Movie Night on the Lawn,” Hancock Village’s “Annual Carnival,” and “Yappy Hour.” (Fig. 2).

The 2012 proposal eviscerated the green space, and this was an important reason that contributed to MassDevelopment’s draft decision to deny CHR’s 2012 c. 40B eligibility application. The current proposal does not mitigate the project’s destruction of this vital green space, and in fact appears to exacerbate the project’s effect on this space:

- (1) The “infill” buildings in the current proposal appear to be wider than the infill buildings in the 2012 proposal. The highly valued green space buffer is simply not wide enough to realistically accommodate the buildings and road/parking.
- (2) Some of the new parking areas are now situated even closer to the abutting properties than in the 2012 proposal, which was already cited for having inadequate setbacks. Furthermore, light, noise and air pollution from cars on the new roads, parking lots, and garages will have strong negative impacts on these abutting properties.
- (3) The combination of new infill buildings, garages, open parking lots, access roads, and modular block retaining walls would replace virtually all of the greenbelt buffer and remove nearly all the mature trees that are highly valued by the Hancock Village residents and the community.
- (4) What little greenspace remains in the proposed project is qualitatively different from the current space. While the present continuous, ~100 foot wide greenbelt that runs the length of Hancock Village invites use as park land, in the proposed project the remaining greenspace will survive in difficult to use slivers and shards. While the current proposal will contain 20 foot setbacks for infill buildings, this space will not be available for use as public open space, but rather will be consumed by grade changes and retaining walls.

***Poor Integration into existing development patterns***

- (1) It should be noted that at present Hancock Village is already twice as dense as the neighboring properties. The property owned by CHR is very large, but the proposal places all of the density next to abutting properties.

The design of the proposed development is poorly conceived (see Fig. 1), as it appears to maximize rather than minimize the negative impact on abutters and the community, as well as Hancock Village residents.

(2) The overall design concept is very poor, as the buildings and massing do not integrate with existing Hancock Village or neighboring buildings, and are shoehorned into the greenbelt at odd angles, with the major apparent goal being to fit as much bricks and mortar as possible in a limited space.

(3) CHR frequently uses the phrase “Smart growth through creative infill” in its eligibility application. This proposal reflects neither smart growth nor proper infill, and is more appropriately dubbed “Unwise Greenfill” that pushes to the outer limits of CHR’s property.



**Fig. 3. Truck stuck in flooded buffer zone.** This rental truck was stranded for several days due to wet conditions in the buffer zone.

### ***Environmental Impacts and Topography Changes***

Hancock Village abuts the Hoar Sanctuary, a 25 acre conservation wetland. An underground stream connected to this conservation land flows under the green space buffer on CHR's property. Water is a major issue in this area, with many of the abutters experiencing flooding in their basements and yards. The greenbelt buffer is also quite wet, with standing water even after some minor rainfalls. Some adventurous tenants at Hancock Village tried to drive a rental truck onto the green space and it was stuck for 2.5 days in mud (Fig. 3). Important concerns include:

(1) Development at Hancock Village may impact the conservation wetlands, through the connecting underwater stream.

(2) On the Russett Road side, construction of the 4-story edifice would require substantial destruction of puddingstone. This will adversely impact water problems throughout the area. Moreover, it will lead to the loss of a beautiful feature of the terrain, which the original developers of Hancock Village were careful to preserve and integrate into their design.

(3) Development at Hancock Village and construction of large amounts of new surfaces, both impervious and pervious, will increase water problems for Hancock Village residents and its neighbors. There will be increased water runoff from impervious surfaces onto surrounding land, and oil and other detritus from cars will seep through pervious surfaces into the soil and compromise the water quality. The removal of nearly all the mature trees from the greenbelt buffer, many of these trees several decades old, will remove an important means of absorbing water.

(4) Under the current proposal, CHR would raise the grade level in some areas of the greenbelt by 4 or more feet above the grade level of abutters' properties (raising the overall height of the new buildings), which will exacerbate water issues for abutting properties and effectively convert much of the remaining green areas on the

boundary between abutting properties and Hancock Village into drainage ditches.

(5) We have very serious concerns about CHR's request for a **waiver of the Stormwater Management By-Law** (By-Law 8.26), especially since CHR's apparent solution for avoiding water problems in its new properties would be raising the grade of the terrain and building above the water table. This would seem to shift the water burden to surrounding properties.

(6) The addition of so many parking spaces and garages so close to neighboring homes and the resulting exhaust, noise, and light pollution are significant concerns.

(7) We have concerns about the number of parking spaces planned for the new units. Excluding the large apartment, CHR proposes 180 parking spaces for 76 units (2.3 spaces/unit). This high ratio suggests that some of this parking is intended for the existing units – increasing parking for these units has been an explicit and publicly stated goal of CHR. CHR indicates that these spaces are for second cars for these units, yet they are also claiming that there are adequate transit options that would alleviate the need for cars. We find it curious that the developer touts the public transportation options yet also claims to need 2.3 parking spaces per unit.

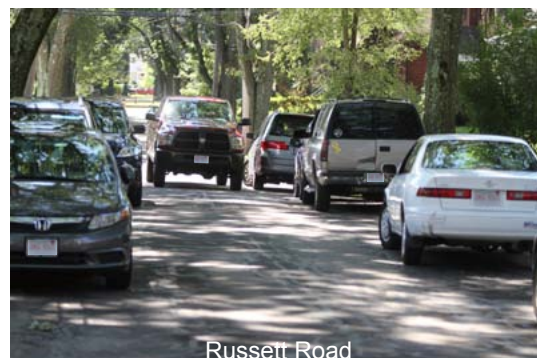
(8) Rather than working with undulating topography as the original designers did, the developers are flattening the terrain in the greenbelt buffer and removing a distinctive feature of the land. The land undulates enough that children who live in Hancock Village use it for sledding in the winter. Old-time residents of South Brookline remember walking as children “up the 9<sup>th</sup> hole” toward the Baker School when the site was a golf course.

(9) Raising the terrain in portions of the greenbelt, upon which some of the infill buildings would be constructed, would only exacerbate the massing of the buildings rather than mitigate their impact.

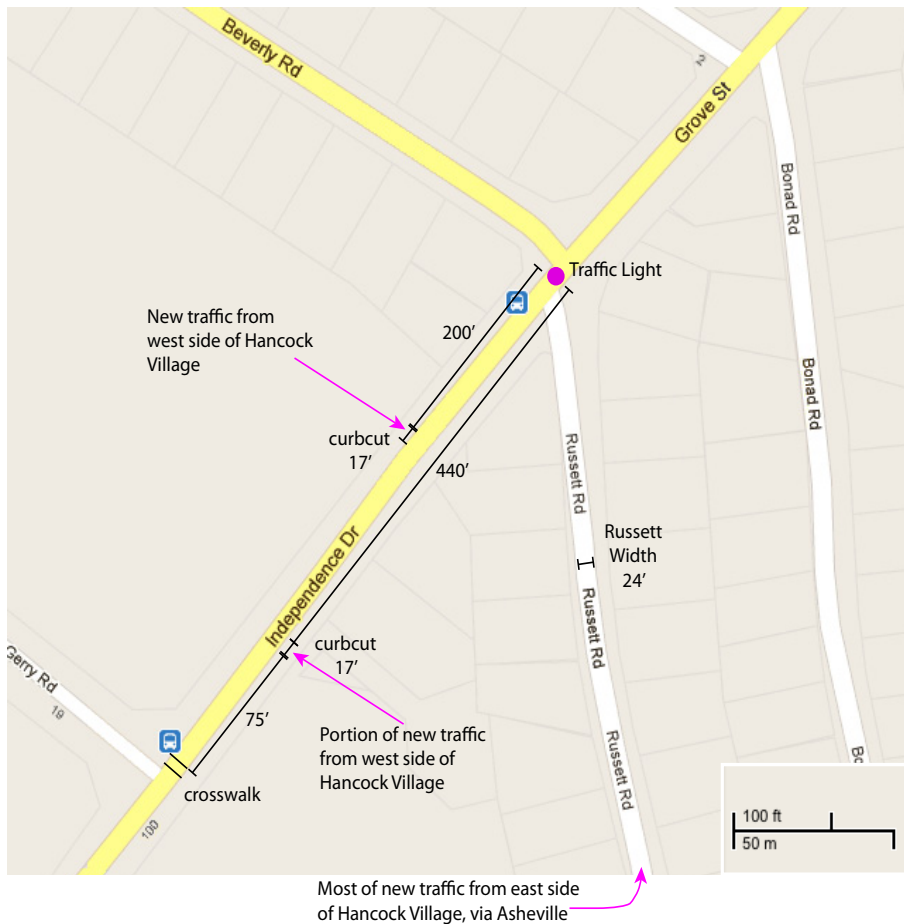
### **Traffic and Safety**

The addition of 192 units and more than 300 cars will certainly have a substantial traffic impact. For example, most of the traffic from the east side of the proposed development (144 units) will empty via Asheville Road, which is a very short feeder road that only empties onto narrow residential streets. Nearly all the cars exiting HV on Asheville turn onto Russett Road, a narrow neighborhood street about 24 feet in width that cannot sustain such additional traffic (Fig. 4). If there is snow on the ground, or if there are cars parked on the side of the road, the road is only wide enough for one car. Residents on Russett already complain that the side mirrors of their parked cars often get knocked off by passing cars due to the narrowness of the street. Children who live on these streets frequently play in their front yards. This traffic poses a safety risk for cars and pedestrians, and will further negatively impact neighbors.

Much of the traffic ultimately will empty onto Independence, via awkward



**Fig. 4. Russett Road is too narrow to accommodate significant traffic.** Most of the traffic from the east side of the proposed project will be routed onto Russett Road via Asheville (a short feeder road). Russett is a narrow neighborhood road that is too small to accommodate this traffic safely. The other roads off of Asheville are similarly narrow and overburdened. A truck can barely navigate down Russett when cars are parked on the sides of the road, as is frequently the case. Residents indicate that their side mirrors are frequently broken after parking on this road.



**Fig. 5. Beverly-Russett Map.** The map shows the configuration of the intersection of Beverly, Russett, and Independence/Grove. Curbcuts indicate locations of planned driveways. Most of the traffic will enter Russett, a narrow two-way neighborhood road. Independence/Grove is a high speed four lane road. The project will add two additional entrances onto Independence within a short distance, further complicating this intersection.

intersections (Fig. 5). The Beverly/Russett/Independence intersection is awkward because Russett enters at a sharp angle. The proposal will add a road from the West side, entering Independence only 200 ft. from the intersection. From the East side, some of the traffic will enter Independence about 400 ft. from the intersection. Beverly Road carries substantial traffic related to Baker School and is sufficiently narrow that for the last several years it has been converted to a one way road over the winter.

Most of the additional traffic from this development will exit onto Independence/Grove. Already the traffic along this road and the nearby traffic circle at the intersection of Independence/Grove and W. Roxbury Pkwy is overburdened during commuting hours. Even with the current configuration, Hancock

Village residents already report that it is dangerous to exit Hancock Village onto Independence Drive due to the speed and volume of traffic that already exists (Fig. 6). Hancock Village residents are also concerned over safety, and recently petitioned Brookline for traffic calming measures. This situation can only worsen with ~300 more cars and additional intersections.

The traffic issue is exacerbated by the paucity of public transit in the area. Although CHR’s application suggests that the area is serviced by three bus stops, in fact these are three stops of the same bus line, the 51 bus. This bus line is the only public transportation in this area, and it provides infrequent service on weekdays, even less on Saturday, and none on Sunday (Exhibit 6). This line recently narrowly escaped being discontinued by the MBTA and it could be on the chopping block again in the future. While there are convenience and drugstores nearby, there are no major



**Fig. 6. Independence Drive Traffic.** Independence Drive is a high speed four lane road with heavy traffic volume. This photo was taken in the afternoon, prior to rush hour. The photo shows the crosswalk connecting Beverly to Russett across Independence Drive.

supermarkets along the bus route. It is a long walk (2.5 miles) along major roads to reach the Green Line. CHR touts having a private shuttle service during rush hour and a ZipCar station, but the shuttle is a 12-14 person van serving 500+ units and it already cannot handle demand. Thus driving will be the only reasonable means of transportation for most occupants, resulting in either additional resident-owned cars or additional ZipCars or shuttles, all of which contradict the environmental goals of the Town and which contravene the intent of “smart growth”, which is to build where there are adequate transit options (APA Glossary of Zoning, Development and Planning Terms (1999), subsection (5)).

Beverly Road is home to the Baker Elementary School and its 700+ students. Hundreds of these students walk to school, including those who walk on Russett and Beverly and across Grove/Independence (a four lane, high speed road). The intersection at Grove/Independence at Russett/Beverly will become much more complex with the proposed development (Fig. 5). This intersection is crossed by hundreds of school children each day, and in the morning this overlaps with commuting hours. It is also the area for school bus pick up and drop off for students going to the high school. Thus traffic and safety are important concerns. In 2011, a Baker student was struck by a car and suffered a fractured pelvis. Any increase in traffic needs to be viewed with grave safety concerns.

## **Conclusion**

Over 60 years ago Brookline and the John Hancock Insurance Company entered into a historic and pioneering agreement and Contract that led to the construction of 789 affordable units at Hancock Village (530 in Brookline). The resulting Garden City style townhouse complex remains one of the largest in the Town's history and comprises close to 3% of Brookline's total population. Yet its thoughtful design has ensured its on-going compatibility with the neighboring community and has to this day continued to provide family housing in attractive natural surroundings.

Now, CHR has submitted a re-run of their 2012 proposal to overdevelop this already fully developed site. The current proposal fails to substantively address the fatal flaws of its prior proposal. The project design remains incongruous with c. 40B design guidelines in the choice of site, conceptual site design, building massing, and disregard for traffic and safety impact. CHR's re-proposal reflects an intransigent insistence on a massive and ill-conceived project that puts maximizing bricks and mortar over thoughtful design and effective integration with the neighborhood and community. As a result, the re-proposed project will disrupt the historic, harmonious, and successful original design, ironically under the guise of an affordable housing (40B) development.

We urge MassDevelopment to deny project eligibility for CHR's proposal. Given MassDevelopment's decision to deny eligibility for the 2012 proposal, and the failure of the current proposal to substantively address the prior proposal's multiple shortcomings, we would be shocked if MassDevelopment found the current proposal worthy of funding.



Exhibit 2. 1946-1949  
Brookline Planning Board.

87

W E D N E S D A Y

SEPTEMBER 26, 1945

Meeting of the Planning Board Held at 55 Prospect St.,  
Brookline, at 7:30 P.M.

Present: Messrs. Dana, Santry, Robinson, Hill and  
Perry, of the Planning Board  
Mr. Wm. J. Hickey, Jr., Chairman, Bd of Sel.  
Representatives of John Hancock Life Insurance Co.

Mr. Hickey, Chairman of the Board of Selectmen, and Paul Clark,  
President of the John Hancock Life Insurance Co., Raymond Bond,  
representing the owner of land at the Weld Golf Course, William J.  
Aldrich, Mr. Van Ness Bates, and Mr. Whiting of Olmsted Brothers,  
and Judge Eliot, appeared before the Board regarding proposed change  
of zone in the Weld Golf Course property. Sketches and photographs  
were shown but no actual plan of the development was ready. Mr. Clark  
was told by the Planning Board that they would like to see Grove Street  
extended through the property to the Veterans of Foreign Wars Parkway  
and that something in the way of a buffer between their development and  
the adjacent Single Family Zone would be desirable. The Board stated  
that when a detailed plan was presented they would call a public hearing  
to discuss it and that if it carried out the suggestions that were  
discussed they might consider with favor the proposed change in zone.

A proposed change in zone on BOYLSTON STREET near Hammond Street  
was considered and it was -

VOTED: to call a public hearing on Tuesday, October 9,  
to take formal action on it.

Mr. Hill then retired and the Board considered the suggested  
changes in the Dale Street District, including narrowing of the sewer  
and drain Right of Way to Lee Street from 50 feet to 10 feet. It was

VOTED: to approve the suggested street changes in the  
Dale Street District and to recommend to the  
Board of Selectmen the narrowing of the present  
Sewer and Drain Right of Way from 50 feet to 10 feet.

Alternate plans of Brookline Village Improvement were studied  
by the Board but no action was taken.

The plan of Through Streets in the Longwood District was  
considered and in general the ideas were approved.

Parking at Coolidge Corner was discussed and Mr. Robinson  
agreed to get definite prices on two lots that were suggested for  
parking areas.

## BROOKLINE PLANNING BOARD

W E D N E S D A Y

DECEMBER 21, 1945

Meeting of the Planning Board Held at 55 Prospect St.,  
at 8 p.m.

Present: Messrs. Dana, Santry, Robinson and Perry, of  
the Planning Board  
Mr. S. P. Townsend, Town Counsel  
Mr. Van Ness Bates, John Hancock Mutual Life Insurance Co

WELD GOLF COURSE DEVELOPMENT

Mr. Bates presented the following plans for the development of  
the Weld Golf Course, as proposed by the John Hancock Mutual Life Insurance Co.:

Plan for study for Block B with present contours  
Plan for study of street layout with present contours  
Perspective of typical houses

All the above plans have been photostated for the Planning Board records.

After discussing the plans and the Zoning Law, the Board felt that a  
development built in conformity with the said plans and perspective, together  
with an agreement containing the following stipulations and restrictions  
might meet the approval of the Town:

1. That Grove Street be extended and constructed to the town  
line as a public street, as originally laid out by the  
Board of Survey,
2. That the Town be given the right of easement for all necessary  
sewers, surface water drains and water pipes in the development
3. That an architectural restriction be established so that the  
Town will be reasonably assured of the carrying out of the  
intent of the approximate plans and sketches submitted; and  
further the carrying out of a type of architecture similar to  
the approximate plans and sketches submitted; the right being  
reserved to build a small percentage of flat roofs over porches,  
entries, balconies, small garages, etc., to carry out the  
prevailing type of modern New England architecture
4. That no lodging house or convalescent home would be allowed  
in the rezoned district
5. That all family separations be vertical
6. That if the Town approves the change in zoning from 4D to 3C  
the vote becomes effective upon the depositing of a covenant  
between the Company and the Town into the hands of the Town  
Counsel, which will include the foregoing restrictions and  
one more, to wit; being assured that the zoning will be changed  
as requested if the Company thereupon purchases the land it  
agrees either -
  - (a) to develop the property in whole or in part,  
as stipulated within a period of ten years, or
  - (b) If the Company should determine that it cannot  
economically develop the property or any part  
thereof during that time and should sell the property  
in whole or in part it agrees to petition the Town to  
have the zoning revert to the 4D classification for any  
and all portions of the property that may be sold.

Based on said plan and said deed, the Board recommended that

a public hearing be held on Friday, January 4, 1946, at 8 p.m., to

December 21, 1945

consider the proposed change in zone requested by the John Hancock Mutual Life Insurance Company, from 4D to 3C. ↓

STONE ESTATE DEVELOPMENT

A "Hotel Housing" plan was submitted by Mr. William J. MacDonald for proposed development of the Stone Estate off Boylston St.

After considering the plans, it was decided to advise Mr. MacDonald that more detailed plans would be necessary before a definite decision could be reached.

TRAFFIC IN LONGWOOD

As requested by Mr. A. J. Monks, et al, the Board considered the traffic problem in Longwood. No one appeared, but plans showing existing traffic routes in this district were discussed. It was decided not to make any recommendations regarding this problem until after the conference which is to be held with the Mass. Dept. of Public Works concerning the Boylston Street- Brookline Village Improvement plans, believing that all these problems are interwoven.

ANNUAL REPORT FOR 1945

The Chairman, Mr. Dana, submitted a preliminary copy of the Annual Report for 1945 and the budget for 1946, which he had drawn up. Copies of this report had been previously sent to all members of the Board for their approval, and it was -

VOTED: to approve the 1945 Report and the Budget for 1946,  
and the Board authorized the Chairman to send one copy to each Selectman and also to the Press

The Chairman read a letter of transmittal which he recommended be sent along with the Report to the Selectmen. This letter was approved.

BOYLSTON STREET AND BROOKLINE VILLAGE IMPROVEMENT

The Chairman reported on the status of the plans for Boylston Street and Village Square Improvement, and advised that the Chairman of the Board of Selectmen had informed him that he had now made arrangements for a conference with the Mass. Dept. of Public Works early in January, 1946.

METHOD OF ELECTING PLANNING BOARD MEMBERS

The Board discussed the proposed change in the method of electing Planning Board members. It was decided that the Board would take no action and would not appear at any state hearing in favor of or against the change.

JANUARY 4, 1946

which was to be filled with residual matter from the incinerator, covered with loam, which was to be planted with trees which would be used in the tree lawns of future streets of the town.

This hearing was closed, at 8:30 p.m.

\*\*\*\*\*

WELD GOLF COURSE DEVELOPMENT. At 8:30 p.m. a duly advertised hearing was held on the following proposed amendment to the Zoning By-law; to change the zone from 4D to 3C.



Mr. Paul F. Clark, President of the John Hancock Mutual Life Insurance Co., and a Brookline resident, appeared and described the proposed project, stating that this would be a substantial contribution to Brookline, and further guaranteed that it would be an example for other fine housing projects elsewhere in the Metropolitan District.

He submitted tentative plans of the layout and perspectives which showed various types of single, duplex and row houses, and stated that the type of architecture would be New England Colonial. At the present time the John Hancock Mutual Life Insurance Co. had not determined whether they would rent or sell the single houses, but they were positive that the duplex and row houses would be rented.

Besides Mr. Clark, the following made explanatory remarks on the development:

- Mr. Van Ness Bates, Real Estate Department
- Mr. Edward C. Whiting, Landscape Architect
- Mr. Ernest M. Parsons, Architect

Attorney Myron Elliott, Counsel for the John Hancock Company, assured the Planning Board and those present that the John Hancock Mutual Life Insurance Co. would place restrictions on this property, guaranteeing the Town that Grove Street would be extended as a public way, that the John Hancock Company would give the Town all necessary easements for sewers, drains and water pipe purposes, as well as assurance that the tentative plans submitted would be carried out approximately as shown, and if for any reason the Company were not able to develop this property they would petition the Town to have the zoning revert to the 4D classification for any and all portions of the property.

January 4, 1946

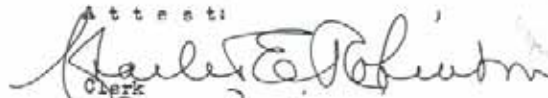
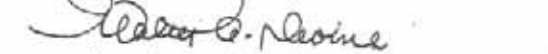
The opposition was expressed principally by Milton Linden, former President of the Putterham Civic Association, and Herbert Horgan. They stated that the proposal was contrary to all zoning concepts and would break down the master plan. They also stated that people had bought homes in this district relying on the Zoning Law for protection, as set up for single family houses in this district, and the advantages of the present Zoning Law affecting 500 home owners should be considered by the Planning Board rather than the profit to be made by the change in zone for development by the John Hancock Mutual Life Insurance Co.

It was agreed by the John Hancock Mutual Life Insurance Company to have the above mentioned restrictions and other stipulations in proper legal form by Friday, January 11, 1946.

This hearing closed at 10:30 p.m.

\*\*\*\*\*

In executive session, the Planning Board decided to take both proposed changes in zone under advisement until Friday, January 11, 1946, at 8 p.m.

Attest:  
  
 Clerk  
  
 Secretary and Engineer

F R I D A Y

JANUARY 11, 1946

MEETING OF THE PLANNING BOARD HELD IN THE  
TOWN COUNSEL'S ROOM, 55 PROSPECT ST.  
At 8 P.M.

Present: Messrs. Dana, Sentry, Robinson, Hill  
and Perry, of the Planning Board  
Mr. S. P. Townsend, Town Counsel

The meeting was called to order at 8 p.m. by the Chairman.

It was VOTED: to approve the minutes of the last two meetings,  
which had already been circulated among the members.

INCINERATOR LOT. The proposed re-zoning of the incinerator  
lot was then thoroughly discussed, also the possibility of leaving part of  
the lot in the present zone. It was finally decided that this was not wise  
because the topography and physical conditions of most of the area made it  
unsuitable for building purposes and because the plans for the incinerator  
building have not been completed and the exact location of the building has  
not been determined. Also because the Building Commissioner has given an  
opinion that it would not be legal to use the area for raising trees and  
shrubs if it continued in the 4D zone.

It was VOTED: To recommend the change in  
zone of the entire lot to 1A.

The vote was 5 to 0

Mr. Perry then retired.

\*\*\*\*\*

WELD GOLF COURSE DEVELOPMENT. The Board then took up the  
re-zoning of the so-called Weld Golf Course property.

The Chairman read a letter from the President of the John  
Hancock Mutual Life Insurance Co., copy of which is appended hereto, in which  
they listed the restrictions the Company is willing to make. It was felt that  
these restrictions, together with the others, would cover the ground satisfactorily  
but that they were not enforceable under all possible conditions.

The matter was discussed for two hours and every phase of the  
problem was duly considered. It was the consensus of opinion that since an  
amendment to the Zoning Law to cover this matter could be put into effect at  
an early date that the proposed restrictions would be a satisfactory safeguard  
for the Town until such an amendment can be made.

It was VOTED: To recommend to the Annual Town Meeting  
a change of zone for Lot 1, in Block 388,  
as shown on Assessors Plan, generally known  
as the Weld Golf Course site, from a 4D or  
Single Family Zone to a 3C or General Residential  
Zone.

The vote was 4 to 0.

January 11, 1946

Plans for the two zoning changes were signed by the members of the Board.

LONG RANGE PROJECTS. Copies of the preliminary report on projects for the Long Range Report were distributed to the members.

A d j o u r n e d   a t   11:15 p.m.

\*\*\*\*\*

FINAL REPORT AND RECOMMENDATIONS TO THE TOWN MEETING

WELD GOLF COURSE DEVELOPMENT- Twenty-third Article.-

"The area which is proposed to be rezoned from the 4D, single-family residence district, to the 3C, general residence district, contains approximately 43.13 acres and is located in the southwesterly part of the town adjacent to the West Roxbury line. This land was formerly a part of the Weld Golf Course but has not been used for any purpose for several years. The John Hancock Mutual Life Insurance Company holds an option to purchase the property described in the above article and an additional strip on the northeasterly side thereof, said areas together forming a single tract of about 51.38 acres in Brookline. This Company intends to purchase said tract, if the aforesaid article is favorably acted upon, and plans to build on the rezoned portion thereof connected single and two-family dwellings. The strip of land (containing about 8.25 acres) not to be rezoned, situated northeasterly of the area described in this article will be developed for detached single-family residences and will form a buffer strip or area between the present single-family residences on Beverly and Russell Roads and the proposed new 3C district.

"The John Hancock Mutual Life Insurance Company has agreed that if the above article is favorably acted upon by the town meeting it will purchase the tract and will take subject to and impose certain restrictions relative to the use and development of the rezoned area.

"There is a great need for additional housing in the town and the location and characteristics of the area in question make it suitable for development for general residence purposes.

"The Planning Board believes the proposed change of zone is in the public interest and that it will promote the health, safety, convenience and welfare of the inhabitants of the town. It therefore recommends that the amendment be adopted."

INCINERATOR LOT. Twenty-fourth Article.-

"The area which the above article proposed to rezone from the 4D, single-family residence district, to the 1A, general business purposes district, is the major portion of two parcels of land recently acquired by the town, pursuant to vote of the 1945 annual town meeting, for use of the proposed new incinerating plant. This area contains about 1,903,207 square feet or approximately 43½ acres of wooded land located at the southwesterly end of the town adjacent to the Newton line. A large part of the land is low or swampy and the topography and physical condition of most of the area are such as to make it unsuitable for building purposes.

"The Planning Board believes the best interest of the town will be served by rezoning the entire area into the 1A district and that such change will promote the health, safety, convenience and welfare of the inhabitants. It therefore recommends that the proposed amendment be adopted."

Attest:

*Charles S. Robinson*  
*Walter A. Levine*  
 Secretary and Engineer

THIS AGREEMENT made this eleventh day of March, 1946

WITNESSETH that

WHEREAS John Hancock Mutual Life Insurance Company, a corporation duly organized by law and having a usual place of business in Boston, Massachusetts (hereinafter referred to as the Company), holds an option to purchase a tract of land part of which is in the southerly part of the Town of Brookline and contains about 51.38 acres; and

WHEREAS the Company is desirous of having the southerly portion of said tract (described in Appendix A attached hereto and hereinafter referred to as said area) rezoned from the 4D to the 3C district so as to permit said Company to carry out upon said area a garden village type of housing development; and

WHEREAS a serious housing shortage exists in the Town of Brookline and there is public need for the creation of new housing facilities in said Town; and

WHEREAS the location and topography of said area make it suitable for use for such a development; and

WHEREAS the Company intends to exercise its rights under its option aforesaid and to purchase said tract if said area is rezoned as aforesaid;

NOW, THEREFORE, in consideration of the premises and the payment to it of one dollar (\$1.00), the receipt whereof is hereby acknowledged, the Company agrees on behalf of itself, its successors and assigns to and with the Town of Brookline (hereinafter referred to as the Town) as follows:

1. If and in the event that said area is rezoned as aforesaid (which however, the Town is not obligated and does not undertake to do), the Company will exercise its said option to the aforesaid tract and further agrees that in said event and while the Town allows said area to



remain in said 3C district it will not use nor permit its tenants to use said area or any part thereof or any building thereon or to be erected thereon for any of the following purposes: a hotel, lodging or boarding house, fraternity house, foretitory, establishment for the care of sick, aged, crippled or convalescent persons, railroad passenger station, farm, truck garden, commercial nursery or greenhouse.

2. The Company further agrees that in the event said rezoning is effected, and so long as the Town allows said area to remain in said 3C district:

A. That any development it makes of said area will be of a high-grade garden village type of housing development;

B. That horizontally divided family dwelling units will not exceed 20% of the total number of family units to be constructed in said area;

C. That dwellings with flat or approximately flat roofs will not exceed 25% of the total number of such buildings to be constructed in said area;

D. That building coverage shall not exceed 20% of said area;

E. That no building over 2 1/2 stories in height, measured from the highest point of the finished grade of each unit, will be constructed in said area;

F. That Grove Street will be extended and constructed to the town line in condition to be accepted as a public street;

G. That the Town will be given rights of easement for necessary sewers, surface water drains and water pipes in streets and ways throughout said area;

H. That if the Company cannot or does not carry out substantially the proposed development within ten (10) years from the date of this instrument and if said area shall not previously have been rezoned by the Town into a new zoning district, the Company will within that period make petition to the Town to restore the undeveloped land to the 4D zoning district.

I. That if the Company cannot or does not carry out substantially the proposed development and if said area shall not previously have been removed by the Town from said 3C zoning district, the Company will give to the Town written notice directed to the Town Clerk ninety (90) days or more prior to conveyance or transfer of its title to said area or any substantial part thereof. This action shall not apply to conveyances, transfers or grants to or for the use of the Town.

IN WITNESS WHEREOF, John Hancock Mutual Life Insurance Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed on the day and date first above written.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

By: Paul F. Clark  
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 11, 1946

Then personally appeared Paul F. Clark and acknowledged the foregoing instrument to be the free act and deed of John Hancock Mutual Life Insurance Company, before me

Simon B. Townsend  
Notary Public

APPENDIX A

An area of land situated in the southerly part of the Town of Brookline being a part of a lot designated on the 1945 Assessors' Plan as Lot 1 in Block 338 bounded and described substantially as follows:

Northeasterly and easterly by the center line of proposed roads;  
Southeasterly by the center line of Grove Street Extended;  
Southerly by the northerly side line of Veterans of Foreign Wars Parkway;  
Southwesterly by the boundary line between Brookline and Boston;  
Northwesterly by land now or late of Management Corporation;  
As shown on Zoning Map No. GR, as prepared by Walter A. Davine, Town Engineer, dated December 17, 1945, amending Zoning Map No. 6 prepared by Henry A. Varney, Town Engineer, and verified by the signatures of the Planning Board.

W E D N E S D A Y

MARCH 14, 1946

HANCOCK MUTUAL LIFE INSURANCE COMPANY

PAUL F. CLARK, PRESIDENT

BOSTON, MASSACHUSETTS

January 8, 1946

Mr. Gorham Dana, Chairman  
Brookline Planning Board  
Brookline, Massachusetts

Dear Mr. Dana:

Thank you for your letter of January 5. It seems to us that the points of major importance to the Town of Brookline are covered by the following restrictions and assurances as to the quality and type of development contemplated:

In the deed to us from Mr. Engstrom, a provision that during such time as the property may continue in the 3C classification, no building or premises shall be used and no building shall be erected which is intended or designed to be used for any of the following purposes: a hotel; lodging or boarding house; fraternity house, dormitory; establishment for the care of sick, aged, crippled, or convalescent persons; railroad passenger station; farm, truck-garden, commercial nursery or greenhouse.

In addition we also give you the following assurances on behalf of the Company:

- a) That the development would be that of a high-grade Garden Village type.
- b) That Grove Street would be extended and constructed to the Town line in condition to be accepted as a public street.
- c) That the Town would be given rights of easement for necessary sewers, surface water drains, and water pipes in the development.
- d) Horizontal family dwelling units would not exceed 25% of the total, although present plans call for a much lower percentage.

Clerk

*Walter G. Lewis*  
Secretary and Engineer

W E D N E S D A Y

MARCH 14, 1946

Mr. Gorham Dana

-2-

January 8, 1946

- e) Although present plans include the use of few if any flat roofed dwellings, such roofs would be incidental to the general design and again in no event would exceed 25% of the total.
- f) In case the Company cannot or does not carry out the proposed development within ten years, it will within that period petition the Planning Board to restore the undeveloped land to 4D classification.

There are many different preferences as to architectural detail, but we think it is fully realized that a commitment as to each of these prior to actual construction would most likely result in impairing the beauty, symmetry, and desirability of the development.

If permitted to carry out our plans, we will hope for the closest cooperation with all town authorities who are concerned with the development of this property.

Sincerely yours,

*Paul F. Clark*

President

PFC:DH

*Walter P. Lewis*  
Clerk

*Walter P. Lewis*  
Secretary and Engineer

W E D N E S D A Y

MARCH 14, 1946

shown  
 Copy ~~given~~ Mr Van Ness Bates 1/7/46  
 " sent Mr. Townsend 1/7/46

## PLANNING BOARD

January  
 Five  
 1946

Mr. Paul F. Clark  
 President  
 John Hancock Mutual Life Insurance Co  
 197 Clarendon St  
 Boston, Mass.

Dear Mr. Clark:

The Planning Board has decided to defer the decision on the changing of zone at the Weld Golf Course until the latter part of next week. Meanwhile we would like to receive from your Company in writing a list of restrictions which you are willing to adopt, the same to be approved by our Town Council. This we consider very important in order to properly safeguard the interests of the Town. As you know, it will require a two-thirds vote at the Town Meeting to accept this change and there is bound to be a lot of opposition from citizens in that part of the Town. Every restriction that you are willing to approve will help in getting the change adopted.

At a meeting of the Planning Board on December 21, at which Mr. Van Ness Bates and Town Counsel Townsend were present, it was agreed to ask your Company to consider six restrictions and the list was given to Mr. Bates. Four of these Judge Eliot included in his statement last night, namely:

The extension of Grove Street  
 Sewer and surface water drain easements  
 Prohibition of lodging houses and convalescent homes  
 Agreement to have the zone changed back to a 1-family zone  
 in case the project is not carried out

The two items not covered, included:

Vertical separation of apartments  
 Architectural restrictions, especially those against  
 preponderance of flat roofs

While we do not expect you to eliminate all horizontal separations or all flat roofs, we do hope that you will make some statement that not more than a certain percentage of these will be allowed.

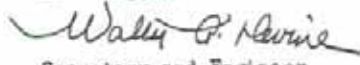
I want to congratulate your Company on its excellent presentation of the case and my regrets that some of the criticisms were so ungentlemanly.

Yours very truly,

Gorham Dana  
 Chairman  
 Brookline Planning Board

GD/s

  
 Clerk

  
 Secretary and Engineer

W E D N E S D A Y

MAY 29, 1946

MEETING OF THE PLANNING BOARD IN TOWN COUNSEL'S ROOM,  
55 Prospect St., at 8 P.M.

Present: Messrs. Dana, Santry, Perry, Hill and Robinson,  
of the Planning Board  
Walter A. Devine, Secretary and Engineer.

1. JOHN HANCOCK DEVELOPMENT.

The Chairman first took up the matter of new plans for the Garden Village development of the John Hancock Mutual Life Insurance Co., presented by the Ring Engineering Co., Inc., and called attention to the fact that these differed materially from the previous plans, and contained several undesirable features, namely: some buildings were shown as overlapping the buffer zone, the width of Grove Street was not 65 feet all the way, private roads were not all 50 feet wide, there was lack of garage and off-street parking accommodations, some buildings overlapped the town line, drainage plans were not satisfactory, and the idea of building a public road on the Baker School boundary was not feasible.

After a thorough discussion, it was decided that the plan was not satisfactory to the Board.

Mr. Perry told of the reasons for the change in plan.

Mr. Devine stated that he had discussed all these matters with Col. Ring, of the Ring Engineering Co., and the latter had agreed to make the desired changes. A revised plan is expected within a few days.

Mr. Hill stated that the John Hancock Mutual Life Insurance Co. had asked him to become a member of their Building Advisory Committee in order to help coordinate the plans between the Company and our Planning Board. The Board members did not think this would be desirable, but felt strongly that there should be some contact between the two organizations to facilitate the proper development of the project. On motion of Mr. Santry, duly seconded, it was -

VOTED: It is the sense of the Board that the best interests of the Planning Board and the Town would be served by having Mr. Lucius T. Hill, of the Planning Board, establish contact with the John Hancock Mutual Life Insurance Co. in order that its plans for the development of the Garden Village project may be facilitated.

Mr. Hill agreed to carry out this plan for the time being.

W E D N E S D A Y

JUNE 12, 1946

JOINT MEETING OF BOARD OF SELECTMEN AND PLANNING BOARD  
In the Office of the Selectmen, 55 Prospect Street,  
at 7:45 P.M.

Present: Messrs. W.J. Hickey, Jr., Daniel Tyler, Jr., Edward Dane  
and Eugene P. Carver, Jr., Selectmen  
Messrs. Robinson, Hill and Perry, of the Planning Board  
Daniel G. Rollins, Town Counsel  
Simon P. Townsend, Former Town Counsel  
Daniel G. Lacy, Supt of Streets  
Walter A. Devine, Town Engineer  
Messrs. Paul F. Clark, President, Judge Eliot and  
Mr. Cummings, Architect, of the John Hancock Co.

This meeting was held to consider the most recent plans, dated  
May 30, 1946, submitted by the John Hancock Mutual Life Insurance Co.,  
for their proposed Garden Village Development.

The principal points brought to the attention of those present  
were:

1. That with this development the Town of Brookline was committed  
to an expenditure of about \$100,000 for drainage purposes
2. That the plans, while only tentative, indicate that the  
John Hancock Company is endeavoring to carry out all the  
terms of their agreement with the Town of Brookline and  
all rules and regulations of the Planning Board
3. The only question which has not been settled in the minds  
of the various town boards was -

Whether the plans and perspectives as submitted to the  
Town Meeting, and various boards before the annual town  
meeting in March, have been substantially followed in the  
new proposed plans and perspectives of the Ring Engineering  
Co., Inc., dated May 30, 1946 ?

Mr. Hickey, Chairman of the Board of Selectmen, suggested  
to President Clark of the John Hancock Mutual Life Insurance Co. that  
he submit a new plan showing the perspectives from the same point of  
vantage as shown on the plan, with the following legend:

"Partial View - Proposed Development  
of  
John Hancock Mutual Life Insurance Company  
By-Perry, Shaw & Hepburn, Architects      Olmsted Bros., Landscapers

Adjourned at 11 P.M.

Attest:  
*Charles E. Roberts*  
Clerk  
*Walter A. Devine*  
Secretary and Engineer



JUNE 12, 1946

MONDAY

AUGUST 26, 1946

HEARING BY PLANNING BOARD HELD IN THE SELECTMEN'S ROOM,  
55 Prospect St., Brookline, at 9:30 A.M.

Present: Messrs. Santry, Hill and Robinson, of Planning Board  
Daniel Tyler, Jr., Selectman  
Thomas J. Moran, Building Commissioner  
Gustave Ring, President, Ring Engineering Corp.  
S. E. Abel, Engineering Assiat,  
Irving Goodman, 263 Beverly Road, Brookline  
Mrs. Helen Filiurin, 267 " " "  
Mrs. Robert Sulkin, 299 " " "  
Mrs. Eva Rubin, 257 " " "

Edward Dana  
Planning Board  
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A public hearing which had been  
fully advertised, was held on the petition  
of the John Hancock Mutual Life Insurance  
Co., of Boston, for the consideration of  
a development plan, together with  
proposed streets designated as follows:

East Grassmere Road  
South East Grassmere Road  
West North Grassmere Road

also for the consideration of a plan  
relocating Grove Street, dated July 16,  
1946, by John E. Hennessy, modifying a  
former plan approved February 2, 1938,  
by the Board of Survey.

Mr. Santry acted as Chairman in  
the absence of Mr. Dana.

The above plans were presented by Mr. Ring, who stated that  
they conformed in all respects to the Planning Board requirements, and  
that in the case of West North Grassmere Road he would recommend to the  
John Hancock Mutual Life Insurance Co. that they give the Town a sewer  
and drain release holding the Town harmless from any damages whatsoever,  
prepared by the Engineering Department; and that the release was approved  
by him and he promised to present it today to the John Hancock Mutual  
Life Insurance Company for execution.

All present favored the proposed plan except Mr. Goodman,  
whose sole opposition was the extension of Grove Street to the Veterans  
of Foreign Wars Parkway. He was advised that this was laid out by the  
Planning Board in 1938 and the modified plan showed no change along his  
boundary line.

October 2, 1946

data on future projects. The Board will be asked to take action on this matter a little later.

Mr. Lucius Hill brought up two matters as follows:

Land owned by E. Heller and H.A. Millette covering part of proposed GROVE STREET should be taken by the Town at the earliest possible date so that Grove Street may be built. The assessed valuation of one lot is ...\$300, and the other..\$100.

Mr. Hill reported that the work that he undertook by vote of the Board on May 29, 1946, with reference to establishing contact with the JOHN HANCOCK MUTUAL LIFE INSURANCE CO., in order to facilitate plans of the Garden Village Project, had been completed and he, therefore, asked to be relieved of further duty. The Board thanked him for the assistance he has so kindly rendered in this matter.

AIR PLANES

Mr. Hill also brought up the matter of unnecessary noise from air planes and thought that something should be done about it. It was decided to ask the Town Counsel what the State regulations are, and whether the Planning Board could do anything about it.

Adjourned at 9:30 p.m.

Attest:  
*Charles Sturges*  
Clerk

Gorham Dana  
Chairman

GD/s

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KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the John Hancock Mutual Life Insurance Company, a corporation duly existing under the laws of the Commonwealth of Massachusetts, has signified its intention to construct an extensive real estate development abutting on Grove Street, Brookline, Massachusetts, between Russett Road and Beverly Road and the Brookline-Boston line, by submitting plans with application for a building permit to the Brookline Building Department, and by applying to the Planning Board of Brookline for the consideration of the development plan of land, together with proposed streets;

AND WHEREAS the proposed street plan submitted by the said corporation to the Brookline Planning Board, for approval, entitled "Plan and Profile of West and North Grassmere Roads, Brookline, Mass., July, 1946, J. F. Hennessy, C. E.", indicates, and the authorized agents of the said corporation have declared, the intention of the said corporation to construct North Grassmere Road to a grade in part so near and in part below the grade of the top of the proposed main surface water drain in said road, that flooding of said road and adjacent dwelling house yards may occur during periods of intense rain, that proposed roadside and yard catch basins may become useless during freezing periods, causing dangerous and unhealthful conditions thereby, if certain road and yard catch basins are connected to said main surface water drain in said road, and that the grade of said road is such as to require a sewerage pumping plant to pump sewage from dwellings adjacent to said road to the town gravity sewer in Grove Street with the attending liability of creating a common nuisance;

AND WHEREAS the proposed grade of the said street, as shown on said submitted plan and the proposed sewerage pumping plant is not in accordance with the engineering practice of the Town of Brookline, Massachusetts, and is contrary to the advice of the Town Engineer, the Superintendent of Streets, and Sewers, the Director of Public Health, and the Building Commissioner of said Town;

NOW, THEREFORE, in consideration of the above, the said John Hancock Mutual Life Insurance Company, on behalf of itself, its successors and assigns, hereby certifies that, if the Town of Brookline, by and through its Planning Board, approves the said plan of North Grassmere Road, the said corporation agrees to comply with the following stipulations;

1. To construct at the expense of the said corporation, a separate surface water drain of adequate size from the existing open brook at the division line between the land of the Town of Brookline and the land of the said corporation southerly for the distance of about 80 feet and connect to the said separate drain the two proposed street catch basins at the corner of North and West Grassmere Road, as shown on the attached plat and indicated by the letter "B". Said separate surface water drain to have a free outlet at the existing open brook at the said division line.
2. To construct a separate surface water drain of adequate size on the property of the said corporation from the existing open brook at the division line between the Town of Brookline and land of the said corporation Southeasterly for distance of about 230 feet and connect two private catch basins thereto as shown on the attached plat and indicated by the letter "A". Said separate surface water drain to have a free outlet in said open brook.
3. At such time as the town may construct a continuation of said main surface water drain from the said division line to a proposed pond about 230 feet Northwesterly on land of the Town of Brookline, said corporation will continue at the expense of said corporation the said surface water drains described in stipulations No. 1 and No. 2, to the pond.
4. The said corporation will assume full responsibility for the maintenance of the separate surface water drains hereinbefore described in Stipulations 1 and 2 until such time as the said North Grassmere Road is laid out and accepted as a public way.
5. The said corporation will assume the entire responsibility for the installation and maintenance of the proposed sewerage pumping plant and its appurtenances. If the said sewerage pumping plant becomes a common nuisance the said corporation shall assume full liability therefor, without recourse to the Town of Brookline in any manner whatsoever.

The said John Hancock Mutual Life Insurance Company, on behalf of itself, its successors and assigns, hereby further agrees that if the said Town of Brookline, by and through its Planning Board, approves the said plan of North Grassmere Road, the said Corporation will hold the said Town of Brookline, its officers, agents and employees harmless from any claim for damages whatsoever on account of,

or growing out of any surface water connections from street or yard catch basins or buildings to the proposed Main Surface Water Drain in North Grassmere Road, or to the separate surface water drains as described herein in Stipulations No. 1 and 2, or any sanitary sewer connections from buildings to any part of the said proposed sewerage pumping plant or its appurtenances; or from any claim for damages on account of, or growing out of, the maintenance, repair or functioning of said proposed sewerage pumping plant or its appurtenances, by or from noxious or offensive odors, gas or noise, caused by said sewerage pumping plant.

IN WITNESS WHEREOF the John Hancock Mutual Life Insurance Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by H. A. Severance, its Asst. Treasurer, this Fifteenth day of September, 1946.

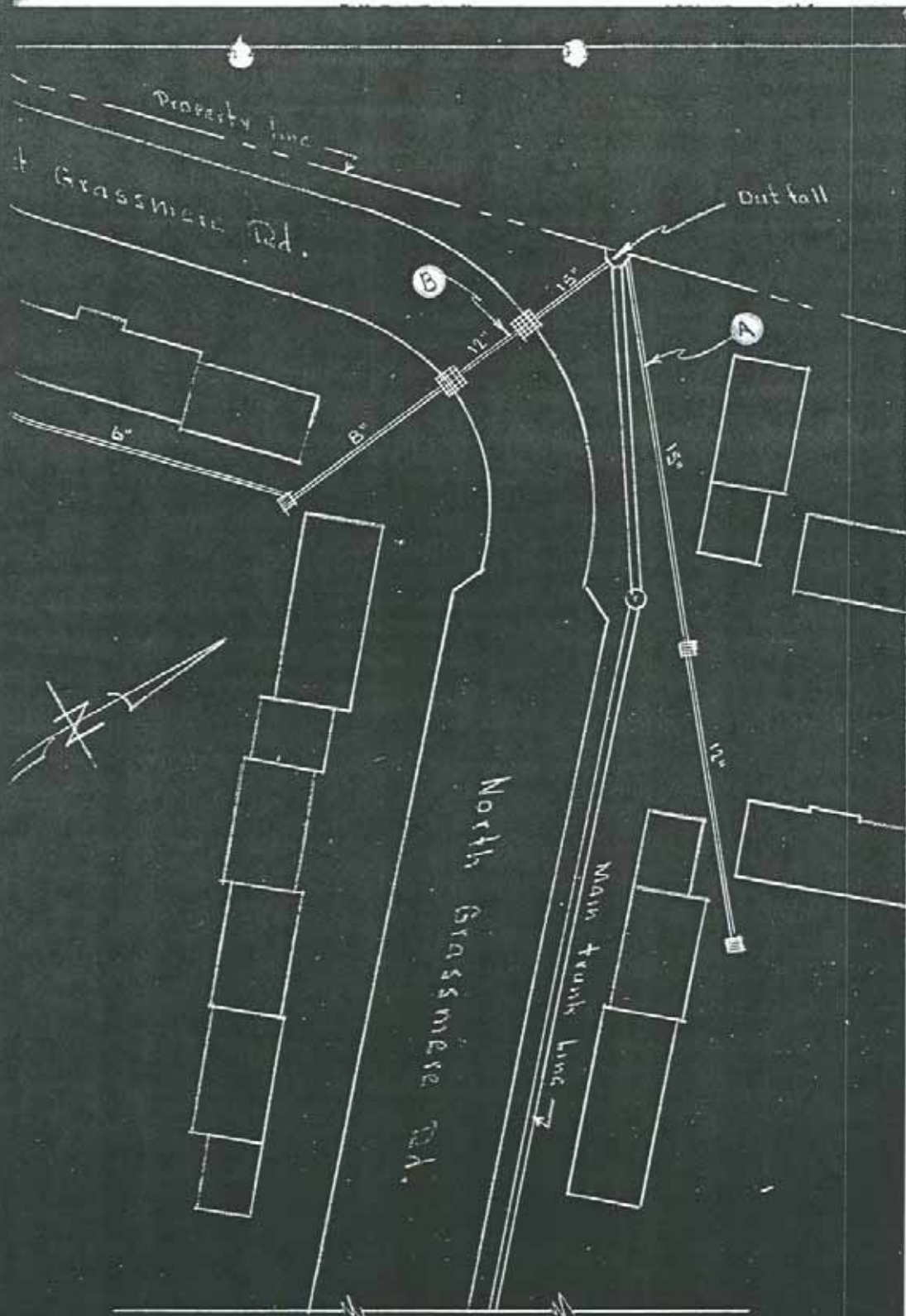
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

By: H. A. Severance  
Asst. Treasurer

ATTEST:

Charles Mitchell

1946







### Surface Water Drains

Intersection of  
Grassmere Road and North Grassmere Road

Scale 1 inch = 40 feet

#### Legend

-  drain line
-  catch basin
-  yard drain
-  manhole

M O N D A Y

NOVEMBER 28, 1949

## CONFERENCE WITH BOARD OF SELECTMEN

LONG RANGE REPORT The Planning Board conferred with the Board of Selectmen and Mr. Wm. Stanley Parker, regarding the data on Long Range Planning submitted by Mr. Parker.

Copies of the list of Capital Projects were left with the Selectmen and they were asked to submit any suggested changes they may have in the near future.

ZONING

The question of possible change in zone in HANCOCK VILLAGE was discussed, and the Selectmen were asked to authorize the expense of having Mr. Philip Nichols submit suggestions for changes in the Zoning Law. The Selectmen voted to appropriate not over \$200 for the work.

Attest:

*Charles E. Robinson*  
Clerk

Chairman

GD/s

*Walter C. Havens Seely*

HEARINGS HELD BY PLANNING BOARD IN THE SELECTMEN'S ROOM, 55 PROSPECT ST., at 4 P.M.

Present: Messrs. Dana, Santry, Robinson and Lawrence of the Planning Board About 75 Interested Persons

Hearings which had been duly advertised and notices sent to about 75 owners were held as follows:

Mr. Lucius T. Hill was in the audience, but took no active part because he had tendered his resignation to the Planning Board as of January 12, 1950.

HANCOCK VILLAGE. At 4 p.m. a hearing on proposed amendments to the Zoning By-law as affecting Hancock Village was considered.

The Chairman stated that the Board would first consider as one action the Amendments (a), (b) and (c), and later the amendments (d) and (e).

He stated that (a), (b) and (c) were being considered to see if it would be desirable to amend the present 4C part of the John Hancock Development in the 6DD Zone, which provides for Attached Single Residences and which was adopted by the Town at its last Annual Meeting.

He stated that at the time of the construction of Hancock Village such a zone to meet the requirements of 6DD was not adopted. However, under the terms of the agreement between the John Hancock Mutual Life Insurance Co. and the Town of Brookline the Village was built to meet practically all of the requirements of the 6DD Zone, except that it was questionable in the minds of the John Hancock Life Insurance Co. if they had the right to rebuild if certain present accessory buildings were damaged by fire, such as pumping stations, garages, etc. The present law did not clearly state that these accessory buildings could be replaced.

There was no opposition to the above proposed amendments.

The Board then considered amendments (d) and (e) as proposed. The Chairman explained that they were requested by the John Hancock Mutual Life Insurance Co. so that it would be possible, if adopted, to establish an Off-Street Parking Area in a Single Family District; otherwise referred to as a "buffer zone."

Appearing in opposition to these proposed amendments were: Eli H. Clazett, who stated that he represented the Putterham Association and the South Brookline Center. He stated that this request for change of zone was a breach of the agreement between the Town of Brookline and the John Hancock Mutual Life Insurance Co., as President Clark had stated on many occasions that this buffer zone was to be used solely for single houses.

Dan Daley also spoke in opposition, expressing the same reasons as Mr. Clazett.

Many letters were received by the Board in opposition to the change. A show of hands showed thirteen opposing amendments (d) and (e).

No one appeared in favor.

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Town of Brookline  
 PLANNING BOARD  
 HEARING ON PROPOSED  
 AMENDMENT TO THE ZONING  
 BY-LAW  
 January 7, 1950  
 The Planning Board will hold a public hearing on Wednesday, January 12, 1950, at 4 p.m. in the Selectmen's Room, 55 Prospect St., Brookline, on the following proposed changes in the Zoning By-law:  
 (a) To amend Section 6 of Article III of said By-law so as to authorize the establishment of an attached single residence in the 6DD District in what was previously a General Residential 4C District.  
 (b) To amend Section 6 of Article III of said By-law authorizing in Attached Single Residence 6 DD 1950. This is certain was incidental to the operation of a community of attached multi-family dwellings, which are now existing and will be exclusively for the use and benefit of the residents of the same District.  
 (c) To amend said By-law by including within a 6 DD District the lot and part of the lots designated on the 1948 Assessment Plan as Lot 1 in Block 288, 288A, 288C, and all of Lot 1 in Block 288E, now in a 4C District, owned by The John Hancock Mutual Life Insurance Co. bounded and described as follows:  
 Southwesterly by the boundary line between Boston and Brookline, Northwesterly by land now or hereafter of the Town of Brookline, Easterly and Northwesterly by other land of the John Hancock Mutual Life Insurance Company, Southerly by the northerly side of Veterans of Foreign Wars Parkway.  
 As shown on Zoning Map No. 84E, adopted by Walter A. Devine, Town Engineer, dated December 14, 1949, according to Zoning Map No. 8, amended by Walter A. Devine, Town Engineer, and verified by the selectmen of the Planning Board.  
 (d) To amend paragraph (b) of section 2 of Article III of said By-law so as to authorize the establishment of Accessory Parking (No. 2) Districts for the use of ambulatory and occupants of attached single residences, as well as of multi-family residences, in the same District or in a Contiguous Residence District.  
 (e) To amend said By-law by including within a 2-D District part of the lot designated on the 1948 Assessment Plan as Lot 1, in Block 288, now in a 4C District, owned by The John Hancock Mutual Life Insurance Co. bounded and described as follows:  
 Easterly by lands now or hereafter of John H. Clazett, Arthur and Freda Sande, Isaac G. Connor, Patrick J. and John A. Norris and Frances Weiner, Southwesterly, westerly and northerly by other land of the John Hancock Mutual Life Insurance Company.  
 As shown on Zoning Map No. 84E, adopted by Walter A. Devine, Town Engineer, dated December 14, 1949, according to Zoning Map No. 8, amended by Walter A. Devine, Town Engineer, and verified by the selectmen of the Planning Board.  
 By order of the Planning Board,  
 WALTER A. DEVINE,  
 Secretary and Engineer.  
 Dec. 29, 1949

The public hearing, Wednesday, Jan. 12, 1950, at 4 p.m. in the Selectmen's Room, 55 Prospect St., Brookline.

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Th public hearing, Wednesday, Jan. 12, 1950, at 4 p.m. in the Selectmen's Room, 55 Prospect St., Brookline.

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The public hearing, Wednesday, Jan. 12, 1950, at 4 p.m. in the Selectmen's Room, 55 Prospect St., Brookline.

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TAPPAN ST. At 4:15 a hearing for consideration of a plan for the widening of Tappan St., between Greenough and Cypress Streets, was held.

**Town of Brookline PLANNING BOARD**

The Planning Board will hold a public hearing in the Selectmen's Room, 55 Prospect St., Brookline, Wednesday, January 18, 1950, at 4:15 p.m. for consideration of a plan for the alteration and widening of Tappan St., between Greenough and Cypress Streets, by Walter A. Devine, Town Engineer, dated December 21, 1949.

The Chairman stated that the area as outlined on plan 7553, dated December 21, 1949, was to be used for Off Street Parking, together with two other areas on public land near the Gymnasium and the Bath House.

Mr. E. R. Caverly, Supt. of Schools, appeared in favor of the plan.

No one opposed the plan.

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HIGH STREET. At 4:20 a hearing to consider a plan of the alteration and widening of High St., at the corner of Highland Road, was considered.

**Town of Brookline PLANNING BOARD**

The Planning Board will hold a public hearing in the Selectmen's Room, 55 Prospect St., Brookline, Wednesday, January 18, 1950, at 4:20 p.m. for the consideration of a plan for the alteration and widening of High Street, at the northeast corner of High Street, and Highland Road, by Walter A. Devine, Town Engineer, dated November 29, 1949.

The Chairman presented Plan #7549, which had been revised to meet the objections of the Planning Board raised at the hearing of December 14, 1949. He made the following explanation:

The proposed highway would be 34 feet in width; the tree lawns would be 2 feet in width and would be adjacent to the exterior street lines. All grade line adjustments would be included in the appropriation for construction. He also stated that if it were desired by the owners, the street could be 46 feet in width; the tree lawns could be eliminated, thus leaving the street 46 feet wide.

About 8 interested persons appeared at this hearing, and no one objected to the width of 46 feet. They did object to a street 50-ft. wide.

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BEACON STREET. At 4:30 p.m. a hearing which had been duly advertised, was held on proposed amendments to the Zoning By-law, as petitioned for by C. A. Newhall, for change in zone on Beacon St. to allow the construction of an 8-story apartment house with stores on the first floor.

Mr. Newhall appeared and explained his plans, and introduced the following:

**Town of Brookline PLANNING BOARD HEARING ON PROPOSED AMENDMENT TO THE ZONING BY-LAW**

The Planning Board will hold a public hearing in the Selectmen's Room, 55 Prospect St., Brookline, Wednesday, January 18, 1950, at 4:30 p.m. for the consideration of proposed amendments to the Zoning By-law. To amend the Zoning By-law by changing within the 2A District the zone designated as the 2A District from the 2A District to a 2A District as shown on the Zoning Map No. 8, prepared by Walter A. Devine, Town Engineer, dated December 2, 1949, and certified by the Selectmen of the Planning Board.

Mr. Philip White, Architect, who described the construction of the proposed building in detail, and explained the types of stores which would be provided for in the design, and the economic advantages such a proposed building, if approved, would be to the Town. He then presented Mr. George Hanson, representing Chandler & Co., of Boston, who stated that it was a desirable location and Chandler & Co. intended to locate there if the building were constructed.

Mr. Wm. Pease O'Brien, Real Estate Operator, stated that in his opinion this was a logical location for high grade stores and he believed that such stores would be an asset in a residential district.

Mr. Blum, of Philadelphia, stated that the proposed building was similar to one constructed in Philadelphia in a residential section and it is generally accepted by all in the immediate vicinity of the building as a betterment to the district. He stated that such a proposed building would cost about \$4,000,000.

Mr. Newhall then presented a perspective plan

of the building proposed and stated that he would give the Town an agreement similar to the one submitted by the John Hancock Mutual Life Insurance Co., for their Hancock Village development, and the building would be built and maintained according to the plan, and unless it were carried out as per agreement in a period of 5 years he would petition the Town to have the land revert back to the original site.

Appearing in OPPOSITION were: Joseph Abrams, representing certain owners. He stated that the stores would lower the value of the property in the immediate vicinity and would be detrimental to the community. He stated that the necessity for parking for those doing business at the stores would cause a serious and unsafe traffic condition. He further stated that the convenience of the neighborhood does not require stores as there are now more than enough stores at Coolidge Corner.

Also speaking in opposition were: Walter P. Wright, Henry Forbes, Frank Stoddard, Harold Reeves, Myer Israel, Julius Rosen, Meyer Stern, Mr. Levitus, and Henry Freeman, and many others.

There were also many written objections and long lists of objectors. A showing of hands showed 20 opposed to the change.

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BEACON ST. The Board next considered the change of zone on Beacon St. at James St.

Mr. Dana stated that this proposed change was submitted for consideration by the Planning Board, and if Mr. Newhall's petition were accepted and favorably acted upon, this would also be approved so as to prevent spot zoning.

Those appearing in opposition to the first proposed amendment to change the zone on Beacon St. from residential to a business district, also opposed this, for the same reasons set forth.

A show of hands showed 20 opposed to

the change.

This hearing closed at 6:10 p.m.

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In EXECUTIVE SESSION, the Planning Board

took up each proposed amendment as follows:

HANCOCK VILLAGE. Proposed amendments (a), (b) and (c).

The Board decided to take no action until Mr. Philip Nichols appeared at a later meeting and clarified the meaning as expressed in the amendment for "Accessory Uses."

Referring to amendments (d) and (e), it was decided that as the opposition was unanimous,

that this was a breach of the agreement between the John Hancock Mutual Life Insurance Co. and the Town of Brookline to maintain and use the buffer zone for single houses only, it was unanimously

VOTED: Not to favor the change.

The Secretary was directed to so notify the Town Clerk.

HIGH ST. As there was but little opposition to the revised plan of the alteration and widening of High St., #7549, dated Nov. 22, 1949, it was -

VOTED: To approve and sign the plan.

The Secretary was directed to so advise the Town Clerk.

**Town of Brookline  
PLANNING BOARD  
HEARING ON PROPOSED  
AMENDMENT TO THE ZONING  
BY-LAW**

The Planning Board will hold a public hearing in the Selectmen's Room, 25 District St., Brookline, Wednesday, January 18, 1950, at 4:30 p.m. on the following proposed amendment to the Zoning By-Law:

The amend the Zoning By-Law by including within the RA District part of the lots designated on the 1949 Assessor's Plan as Lots 1 to 3 inclusive in Block 14, and Lots 8 to 11 inclusive and part of Lot 16, in Block 12, now in the RA District, bounded and described as follows:

Southerly to the northerly side of James Street.  
Westerly to land now or formerly of Dorothy Barnett.  
Northerly to land now or formerly of Dorothy Barnett, Orlan F. Curtis, et al, Trs. et al, and Orlan F. Curtis, and line being 100 feet 6 1/2 inches and parallel with the northerly side line of Beacon Street.  
Northeasterly to land now or formerly of Orlan F. Curtis and Louis J. Dana.  
Northerly to land now or formerly of Christine H. Johnson.  
Easterly to St. Paul Street.

As shown on Zoning Map M-1, prescribed by Walter A. Dwyne, Town Engineer, dated December 28, 1948, amended Zoning Map No. 8, prescribed by Walter A. Dwyne, Town Engineer, and verified by the signatures of the Planning Board, by order of the Planning Board,  
WALTER A. DWYNE,  
Secretary and Engineer,  
Jan. 2, 1950

MEETING OF THE PLANNING BOARD HELD  
IN THE SELECTMEN'S ROOM, 55 PROSPECT ST., at 5 P.M.

Present: Messrs. Dana, Santry and Robinson,  
of the Planning Board  
Mr. Philip Nichols, Consultant

Mr. Nichols was present by invitation of the Planning Board

to discuss the proposed re-zoning of Hancock Village, Amendments (a)  
(b) and (c), as considered at the hearings of January 18.

HANCOCK VILLAGE. Mr. Santry objected to the proposed  
wording of Article III, Section 6, of the Zoning  
By-law with reference to the words "public or  
private."

After a discussion, Mr. Nichols agreed that  
the words might be omitted if the John Hancock  
Mutual Life Insurance Co. did not object. It was,  
therefore -

VOTED: That the proposed Amendments  
(a), (b) and (c) be approved,  
subject to the above qualifi-  
cations. \*

The Secretary was directed to write a final  
report to be submitted to the Town Meeting. \*\*

\*On January 26 Mr. Nichols notified the  
Planning Board that Mr. Hodgdon of the John  
Hancock Mutual Life Insurance Co. approved  
the above change in wording.

\*\*\*\*\*  
CORNER HARVARD AND LAWTON STS.

The Planning Board next considered a letter  
from Commissioner T. J. Moran, asking an opinion  
of the Board in regard to the proposed building at  
the corner of Harvard and Lawton Streets, located  
in a 2-B Zone, to be used as a direct mail business,  
to include printing, duplicating, etc. The Board -

VOTED: That in their opinion the  
use should be approved, and  
authorized the Chairman to  
advise Mr. Moran as follows:

" Mr. T. J. Moran  
Building Commissioner  
Brookline, Mass.

Dear Mr. Moran:

In reply to your letter of January 20, regarding the property  
covering Lots 23 and 24, at Harvard and Lawton Streets, the  
Planning Board at a meeting held January 25, 1950, voted to  
approve the proposed construction to provide an occupancy  
including printing, with respect to this particular parcel  
of land, owing to conditions especially affecting such  
parcel, but not affecting generally the zoning district in  
which it is located. The proposed use to which the building  
will be put appears to be processing rather than manufacturing.

Yours very truly,

Gorham Dana, Chairman  
Brookline Planning Board "

\*\* See copy of Final Report on next page.

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COPY OF FINAL REPORT ON AMENDMENT TO THE ZONING BY-LAW

To the Brookline Town Meeting  
Attention: Arthur J. Shimmers, Clerk

January 25, 1950

FINAL REPORT ON AMENDMENT TO THE ZONING BY-LAW

The Brookline Planning Board requests that the following proposed amendments to the Zoning By-law be inserted in the Warrant for the Town Meeting next following the Annual Town Meeting to be held on March 28, 1950.

In accordance with law, the Planning Board, after due notice, held a public hearing on January 18, 1950 on the proposed amendments to the Zoning By-law, changing the regulations and

restrictions on that part of Hancock Village now in the 4C (General Residence District) to 6DD (Attached Single Residence District) in the form herewith submitted, and the Planning Board recommends to the Town Meeting next following the Annual Meeting to be held March 28, 1950, that the Zoning By-law which became effective on June 4, 1922, as subsequently amended, be further amended as set forth herewith.

**Town of Brookline  
PLANNING BOARD**

**HEARING ON PROPOSED  
AMENDMENT TO THE ZONING  
BY-LAW**

January 7, 1950

The Planning Board will hold a public hearing WEDNESDAY, JANUARY 18, 1950, at 4 o'clock p.m. in the Selectmen's Room, 55 Pleasant St., Brookline, on the following proposed changes in the Zoning By-law:

(a) To amend Section 4, of Article III, of said By-law so as to authorize the establishment of an attached single residence (6 DD) District in what was previously a General Residence (4 C) District:

(b) To amend Section 6 of Article III of said By-law authorizing in Attached Single Residence & DD Districts certain uses incidental to the operation of a community of attached one-family dwellings, which are not offensive and will be exclusively for the use and benefit of the residents of the same district:

(c) To amend said By-law by including within a 6 DD District the lot and part of the lots designated on the 1949 Amended Plan as Lot 1 in Block 288, 288A, 288C, and all of Lot 1 in Block 338B, now in a 4-C District, owned by The John Hancock Mutual Life Insurance Co., bounded and described as follows:

Southwesterly by the boundary line between Boston and Brookline, Northwesterly by land now or formerly of the Town of Brookline, Easterly and Northeasterly by other land of the John Hancock Mutual Life Insurance Company, Southerly by the northerly side of Veterans of Foreign Wars Parkway.

As shown on Zoning Map No. 9H, prepared by Walter A. Devine, Town Engineer, dated December 11, 1949, amending Zoning Map No. 9, prepared by Walter A. Devine, Town Engineer, and verified by the signatures of the Planning Board.

The portion of the site in Brookline, covering a little over 50 acres, was at that time zoned for detached single residences (4D under the Zoning By-law in force until the summer of 1949) After the John Hancock Mutual Life Insurance Company had acquired an option to purchase the site, it entered into an agreement with the Town, under date of March 11, 1946, which provided that if the site was rezoned to a 3C District ( a Multiple Residence District, described as a "district for residence purposes" in the By-law) it would exercise its option and, if it constructed the project, it would not make certain designated uses of a quasi-commercial character permitted in a 3C District; that any development would be of a high-grade garden village type, and that certain other limitations which need not now be set forth would be complied with.

The Town, at its annual meeting in 1946, voted to amend the by-law by rezoning substantially the whole of the proposed site of Hancock Village so that it became a 3C District, in which attached multiple family dwellings were permitted. A strip on the northerly and easterly boundaries of the site, of uneven width but averaging a little over 100 feet wide, was allowed to remain in the 4D District to form a buffer between the detached single residence neighborhood lying to the north and east of the Village and the more closely built up village.

At the time the site was rezoned no class of zoning district was included in the by-law then in force, intermediately between the multi-family residence zone and the detached single residence zone; and, as the Hancock Village houses, although single residences, were to be built in attached rows, if the Village was to be built in such form at all it had to be included in a Multi-Family Residence Zone.

In 1949 an entirely new zoning by-law was adopted by the Town. The former multi-family residence districts, or districts "for residence purposes" as they were called ( No. 3) became "general residence districts" (No. 4) with some minor changes in phraseology and the districts "for single family residence purposes" (No. 4) became "single residence districts" (No. 7) The Hancock Village site was rezoned accordingly, the district boundaries remaining the same, and the applicable restrictions continuing in substantially the same form. The Hancock Village site ( except for the buffer strip) previously 3C, under the new By-law thus became the substantially equivalent 4C.

Final Report- continued

In the new By-law a new type of district was established, which is designated as an "Attached Single Residence District." Inasmuch as the Village in the form in which it was required to be built by the agreement of March 11, 1946, and even more definitely in the form in which it was actually built, belongs more appropriately in the "Attached Single Residence District", with the height, bulk and area regulations designed for such a district, than in a 4C or Multi-Family District, it is proposed to amend the By-law by transferring the site of the Village (exclusive of the buffer-strip) from a 4C District to a 6DD District.

To solve the problem the Planning Board recommends the adoption of the following amendments:

SECTION 1. Section 6 of Article III of the Zoning By-law is hereby amended by inserting in the third line of the first paragraph thereof, between the words "part" and "of", the words "of a General Residence 4D District", so that the said paragraph will read as follows:

Section 6. Attached Single Residence Districts.

(Number 6) An Attached Single Residence District may at any time be established in any part of a General Residence 4C District, of a Two-Family 5D District, or a Single Residence 7D, 7E, 7F, 7G or 7H District. The following uses may be made in an Attached Single Residence District.

SECTION 2. Section 6 of Article III of the Zoning By-law is hereby further amended by inserting after paragraph (b) the following new paragraph:

(c) A use incidental to the operation of a community of attached one-family dwellings, such as garaging or parking space for non-commercial motor vehicles, laundries, buildings for the temporary reception of rubbish, storage buildings, gas meter houses, pump houses, heating plants, private educational institutions, and similar uses and structures for services and functions necessary or convenient for community living; provided, however, that no manufacturing or repair shop, no shop or store for the sale of merchandise, and no use that is offensive by reason of vibration or noise, or the emission of odors, dust, gas or smoke, shall be permitted under this paragraph, and that all of the services and functions authorized by this paragraph are provided for the use and benefit of the residents of the district exclusively.

WEDNESDAY

JANUARY 25, 1950

Final Report - continued

The foregoing amendments have been submitted to Counsel for the John Hancock Mutual Life Insurance Company and have been approved as satisfactory to the Company.

The Planning Board, therefore, recommends that the amendments be adopted.

GORHAM DANA, Chairman  
 Arthur J. Santry  
 Charles E. Robinson  
 James Lawrence, Jr.  
 PLANNING BOARD

\*\*\*\*\*

LUCIUS T. HILL, The Board considered the resignation of Mr. Lucius T. Hill as a member of the Planning Board, and authorized the Chairman to express their regret, which he did as follows:

Jan. 30, 1950

"Mr. Lucius T. Hill  
 Brookline, Mass.

Dear Mr. Hill:

The Planning Board reluctantly accepts your resignation as a member of this Board but agrees with you that your membership on the Brookline Housing Authority is of vital importance to the Town.

We have greatly enjoyed your cooperation and friendly comradeship on the Board for the past six years and wish you great success in your future work for the good of the Town.

Yours very truly,

Gorham Dana, Chairman  
 Brookline Planning Board".

Adjourned at 6:10 p.m.

Attest:

*Charles E. Robinson*  
 Clerk

*Walter A. Irvine*  
 Secretary and Engineer

BROOKLINE PLANNING BOARD

January 11, 1946

OD

**WELD GOLF COURSE  
DEVELOPMENT**

The Planning Board believes that the proposed development of the Weld Golf Course area would be of distinct advantage to the Town for the following reasons:

A "Garden Village" development is one of the most attractive of all types because the units are well separated, with an attractive variety of architectural features, fine landscaping, and will be under the best form of maintenance. It is a new type for this part of the country and could not have been undertaken by an insurance company except in the larger cities until the law was amended last year. Brookline should be proud to have the first development, under the new law in Massachusetts, in its area, as it will be an outstanding advance in housing. *meth. is*

*holders*  
It will greatly help in relieving the housing shortage and promptly bring to the town a large amount of taxable property.

The Board believes that such a development would be far more advantageous to this neighborhood than any single house development that is likely to be built here. The high standing of the John Hancock Mutual Life Insurance Co. is a guarantee that this development will be well built and exceptionally well maintained.

The Company has complied with the suggestions of the Planning Board in regard to a buffer zone of one-family houses bordering the present development and the carrying of Grove Street through the property.

The Company has also agreed to a number of restrictions that will safeguard the Town in case, for any reason, the development is not carried through as planned. These include a request to reserve back to a single family zone any part of the area that may be given up for this development.

Gorham Dana  
Chairman

GD/s

*see PL Red minutes book  
Jan 11, 1946 p 102*

Containing about 297.241 square feet and being a part of lot 18 in Block 418 as designated on the 1945 Assessors' Plan.  
This vote was passed unanimously, was so declared by the Moderator, and is so recorded.

**Twenty-Third Article** — To amend the Zoning By-law by including within the 3C District a part of a lot designated on the Assessors' Plan as Lot L, in Block 388, now in the 4D District, bounded and described as follows:

Northeasterly and easterly by the center line of proposed roads;  
Southeasterly by the center line of Grove Street Extended;  
Southerly by the northerly side line of Veterans of Foreign Wars Parkway;

Southwesterly by the boundary-line between Brookline and Boston;  
Northwesterly by land now or late of Management Corporation;

As shown on Zoning Map No. 6R as prepared by Walter A. Devine, Town Engineer dated December 17, 1945, amending Zoning Map No. 6 prepared by Henry A. Varney, Town Engineer, and verified by the signatures of the Planning Board.

or will amend and adopt said proposed amendment.

The John Hancock Mutual Life Insurance Company has made the following agreement with the town with reference to the use of the land and the type of buildings to be erected thereon:

**THIS AGREEMENT** made this 11th day of March, 1946.

**WITNESSETH** that

**WHEREAS** John Hancock Mutual Life Insurance Company, a corporation duly organized by law and having a usual place of business in Boston, Massachusetts (hereinafter referred to as the Company), holds an option to purchase a tract of land part of which is in the southerly part of the Town of Brookline and contains about 51.38 acres; and

**WHEREAS** the Company is desirous of having the southerly portion of said tract (described in Appendix A attached hereto and hereinafter referred to as said area) rezoned from the 4D to the 3C district so as to permit said Company to carry out upon said area a garden village type of housing development; and

**WHEREAS** a serious housing shortage exists in the Town of Brookline and there is public need for the creation of new housing facilities in said Town; and

**WHEREAS** the location and topography of said area make it suitable for use for such a development; and

**WHEREAS** the Company intends to exercise its rights under its option aforesaid and to purchase said tract if said area is rezoned as aforesaid:

**NOW, THEREFORE**, in consideration of the premises and the payment to it of one dollar (\$1.00), the receipt whereof is hereby acknowledged, the Company agrees on behalf of itself, its successors and assigns to and with the Town of Brookline (hereinafter referred to as the Town) as follows:

1. If and in the event that said area is rezoned as aforesaid (which however, the Town is not obligated and does not undertake to do), the Company will exercise its said option to the aforesaid tract and further agrees that in said event and while the Town allows said area to remain in said 3C district it will not use nor permit its tenants to use said area or any part thereof or any building thereon or to be erected thereon for any of the following purposes: a hotel, lodging or boarding house, fraternity house, dormitory, establishment for the care of sick, aged, crippled, of convalescent persons, railroad passenger station, farm, truck garden, commercial nursery or greenhouse.

2. The Company further agrees that in the event said rezoning is effected, and so long as the Town allows said area to remain in said 3C District:

- A. That any development it makes of said area will be of a high-grade garden village type of housing development;
- B. That horizontally divided family dwelling units will not exceed 25% of the total number of family units to be constructed in said area;
- C. That dwellings with flat or approximately flat roofs will not exceed 25% of the total number of such buildings to be constructed in said area;
- D. That building coverage shall not exceed 20% of said area;
- E. That no building over 2½ stories in height, measured from the highest point of the finished grade of each unit, will be constructed in said area;
- F. That Grove Street will be extended and constructed to the town line in condition to be accepted as a public street;
- G. That the Town will be given rights of easement for necessary sewers, surface water drains and water pipes in streets and ways throughout said area;
- H. That if the Company cannot or does not carry out substantially the proposed development within ten (10) years from the date of this instrument and if said area shall not previously have been rezoned by the Town into a new zoning district the Company will within that period make provision to the Town to restore the undeveloped land to the 4D zoning district.
- I. That if the Company cannot or does not carry out substantially the proposed development and if said area shall not previously have been removed by the Town from said 3C zoning district, the Company will give to the Town within twelve months of the Town Clerk's minute (90) days or more prior to conveyance or transfer of its title to said area or any substantial part thereof. This action shall not apply to conveyances, transfers or grants to or for the use of the Town.



IN WITNESS WHEREOF, John Hancock Mutual Insurance Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed on the day and date first above written.

JOHN HANCOCK MUTUAL LIFE INSURANCE

COMPANY,

By Paul F. Clark, *President*.

Suffolk, ss. Commonwealth of Massachusetts

March 11, 1946.

Then personally appeared Paul F. Clark and acknowledged the foregoing instrument to be the free act and deed of John Hancock Mutual Life Insurance Company, before me

SIMON P. TOWNSEND, *Notary Public*.

#### APPENDIX A

An area of land situated in the southerly part of the Town of Brookline being a part of a lot designated on the 1945 Assessors' Plan as Lot 1 in Block 388 bounded and described substantially as follows:

Northeasterly and easterly by the center line of proposed roads;

Southeasterly by the center line of Grove Street Extended;

Southerly by the northerly side line of Veterans of Foreign Wars Park way;

Southwesterly by the boundary line between Brookline and Boston;

Northwesterly by land now or late of Management Corporation;

As shown on Zoning Map No. 6R, as prepared by Walter A. Devine,

Town Engineer, dated December 17, 1945, amending Zoning Map No. 6 prepared by Henry A. Varney, Town Engineer, and verified by the

signatures of the Planning Board.

On motion of Eugene P. Carver, Jr.:

*Voled.* To amend the Zoning By-law by including within the 3C District a part of a lot designated on the Assessors' Plan as Lot 1, in Block 388, now in the 4D District, bounded and described as follows:

Northeasterly and easterly by the center line of proposed roads;

Southeasterly by the center line of Grove Street Extended;

Southerly by the northerly side line of Veterans of Foreign Wars Park way;

Southwesterly by the boundary line between Brookline and Boston;

Northwesterly by land now or late of Management Corporation;

As shown on Zoning Map No. 6R, as prepared by Walter A. Devine,

Town Engineer, dated December 17, 1945, amending Zoning Map No. 6 prepared by Henry A. Varney, Town Engineer, and verified by the

signatures of the Planning Board.

This vote was passed by more than two thirds — one hundred ninety-two (192) voting in the affirmative and three (3) in the negative.

**Twenty-Fourth Article.** — To amend the Zoning By-law by including within the 1A District part of lots designated on the Assessors' Plan as Lots 19 and 20, in Block 418, now in a 4D District, to permit the town to construct an incinerator plant on lands recently purchased for that purpose, bounded and described as follows:

Northeasterly by other land now or late of the Town of Brookline;

Easterly by land now or late of the Commonwealth of Massachusetts;

Southeasterly by lands now or late of Rosalie S. Geller, Samuel L. Baer,

Edith Shapiro, Florence N. Salmon, Isabelle Barber, Rockwood Land

Corporation, Sarah Golub and by the northerly end of Arlington Road

and Berensford Road;

Southwesterly by lands now or late of Sara H. Kennard and Henrietta

Wells Kennard;

Northwesterly by land now or late of the Commonwealth of Massachusetts;

As shown on Zoning Map No. 6S, as prepared by Walter A. Devine,

Town Engineer, dated December 28, 1945, amending Zoning Map,

No. 6 prepared by Henry A. Varney, Town Engineer, and verified by

the signatures of the Planning Board.

or will amend and adopt said proposed amendment.

A motion to amend was defeated — one hundred thirty-seven (137) voting in the affirmative and eighty (80) in the negative — the motion failing a two-thirds vote.

**Twenty-Fifth Article.** — To see if the town will accept the following bequest made under the fifteenth paragraph of the will of the late Stephen Glover Train:

"All the rest and residue to the Town of Brookline as a fund or part of a fund for the purpose of establishing and maintaining a public general hospital in the town, the income from the same, until the establishment of such a hospital, to be used for the relief of sickness among the poor."

On motion of Alexander Lincoln:

*Voled.* To refer the above article to a Committee of five citizens to be appointed by the Moderator, which shall study the needs of the town with respect to the maintenance of a public general hospital therein and the probable cost of establishing and maintaining such a hospital, shall consider whether and to what extent acceptance of the bequest referred to in said article might involve the town in legal or moral obligations, and shall report its recommendations with respect thereto at the next Town Meeting.

**Twenty-Sixth Article.** — To see if the Town will vote to accept Chapter 72A of the Acts of 1945 authorizing the establishment and maintenance of a department for the purpose of furnishing information, advice and assistance to veterans of World War II or other veterans.

No action was taken under this article.

**Twenty-Seventh Article.** — To see if the town will authorize the Selectmen to approve on behalf of the town a petition to the General Court requesting legislation enabling the town of Brookline to pay a pension to Mr. Evelyn Marchant Nyren, such petition having been filed in the Massachusetts Legislature at the 1946 Session thereof accompanied by a

THIS AGREEMENT made this eleventh day of March, 1946

WITNESSETH that

WHEREAS John Hancock Mutual Life Insurance Company, a corporation duly organized by law and having a usual place of business in Boston, Massachusetts (hereinafter referred to as the Company), holds an option to purchase a tract of land part of which is in the southerly part of the Town of Brookline and contains about 51.38 acres; and

WHEREAS the Company is desirous of having the southerly portion of said tract (described in Appendix A attached hereto and hereinafter referred to as said area) rezoned from the 4D to the 3C district so as to permit said Company to carry out upon said area a garden village type of housing development; and

WHEREAS a serious housing shortage exists in the Town of Brookline and there is public need for the creation of new housing facilities in said Town; and

WHEREAS the location and topography of said area make it suitable for use for such a development; and

WHEREAS the Company intends to exercise its rights under its option aforesaid and to purchase said tract if said area is rezoned as aforesaid;

NOW, THEREFORE, in consideration of the premises and the payment to it of one dollar (\$1.00), the receipt whereof is hereby acknowledged, the Company agrees on behalf of itself, its successors and assigns to and with the Town of Brookline (hereinafter referred to as the Town) as follows:

1. If and in the event that said area is rezoned as aforesaid (which however, the Town is not obligated and does not undertake to do), the Company will exercise its said option to the aforesaid tract and further agrees that in said event and while the Town allows said area to

remain in said 3C district it will not use the land in the area of said area or any part thereof or any building thereon or to be erected thereon for any of the following purposes: a hotel, lodging or boarding house, fraternity house, dormitory, establishment for the care of sick, aged, crippled or convalescent persons, railroad passenger station, farm, truck garden, commercial nursery or greenhouse.

2. The Company further agrees that in the event said rezoning is effected, and so long as the Town allows said area to remain in said 3C district;

A. That any development it makes of said area will be of a high-grade garden village type of housing development;

B. That horizontally divided family dwelling units will not exceed 25% of the total number of family units to be constructed in said area;

C. That dwellings with flat or approximately flat roofs will not exceed 25% of the total number of such buildings to be constructed in said area;

D. That building coverage shall not exceed 20% of said area;

E. That no building over 2 1/2 stories in height, measured from the highest point of the finished grade of each unit, will be constructed in said area;

F. That Grove Street will be extended and constructed to the town line in condition to be accepted as a public street;

G. That the Town will be given rights of easement for necessary sewers, surface water drains and water pipes in streets and ways throughout said area;

H. That if the Company cannot or does not carry out substantially the proposed development within ten (10) years from the date of this instrument and if said area shall not previously have been rezoned by the Town into a new zoning district, the Company will within that period make petition to the Town to restore the undeveloped land to the 4D zoning district.

I. That if the Company cannot or does not remove substantially the proposed development and if said area shall not previously have been removed by the Town from said 3C zoning district, the Company will give to the Town written notice directed to the Town Clerk ninety (90) days or more prior to conveyance or transfer of its title to said area or any substantial part thereof. This action shall not apply to conveyances, transfers or grants to or for the use of the Town.

IN WITNESS WHEREOF, John Hancock Mutual Life Insurance Company has caused these presents to be executed in its name and behalf and its corporate seal to be hereunto affixed on the day and date first above written.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

By: Paul F. Clark  
President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 11, 1946

Then personally appeared

Paul F. Clark

and

acknowledged the foregoing instrument to be the free act and deed of John Hancock Mutual Life Insurance Company, before me

Simon P. Townsend  
Notary Public

APPENDIX A

An area of land situated in the southerly part of the Town of Brookline being a part of a lot designated on the 1945 Assessors' Plan as Lot 1 in Block 388 bounded and described substantially as follows:

Northeasterly and easterly by the center line of proposed roads;  
Southeasterly by the center line of Grove Street Extended;  
Southerly by the northerly side line of Veterans of Foreign Wars Parkway;  
Southwesterly by the boundary line between Brookline and Boston;  
Northwesterly by land now or late of Management Corporation;  
As shown on Zoning Map No. GR, as prepared by Walter A. Devine, Town Engineer, dated December 17, 1945, amending Zoning Map No. 6 prepared by Henry A. Varney, Town Engineer, and verified by the signatures of the Planning Board.

## ANNUAL REPORT OF THE BROOKLINE PLANNING BOARD

For the Year Ending December 31, 1946

### *Boylston Street*

The work of planning Boylston Street as a link in the heavily traveled Worcester Turnpike has been before the Planning Board during the entire year. Last year we reported that plans had been completed for a 160-foot road from the Boston line to Reservoir Road. At the request of the Massachusetts Department of Public Works this plan has been modified and now shows a widening to an average width of 170 feet, and an extension to the Newton Line. There was some objection from persons planning a high grade store development on the north side of the street, between Dunster Road and the Newton Line, and we went as far as seemed wise in meeting their objections.

The present plan calls for two central lanes 36 feet wide, with a median strip, which are depressed at most of the street crossings so as to allow bridges for cross-traffic but overpassing Cypress Street where the grade makes this method preferable. Outside the express lanes are two local traffic roads at grade, each 30 feet wide with sidewalks, and in most parts, treelawns. Cutovers are planned so that cars may cross from express to local lanes where necessary. Both State and National Standards have been followed so that the necessary financial aid may be secured. The plan was tentatively approved by the Selectmen in the fall and has been submitted to the State engineers for study.

### *Hancock Village*

The plans for a housing development by the John Hancock Mutual Life Insurance Co., in the southern part of the town, first considered a year ago, were somewhat modified on account of building restrictions, high costs and scarcity of material. They were considered by the Planning Board at several meetings this year and finally approved in August. Work was started at once and it is expected that some units will be ready for occupancy within a year. A petition for rezoning the area was approved by the Planning Board early in the year and was accepted at the Annual Town Meeting in March.

This development will be of a type quite new in Massachusetts but one that will probably be followed in other locations. The units will be duplex containing  $3\frac{1}{2}$  to  $5\frac{1}{2}$  rooms on two floors, and will be built in blocks, well separated and attractively landscaped. Only about 12% of the land will be

built on and there will be parking areas, garages and several utilities such as neighborhood laundries.

It is a very desirable type of development for any municipality as it gives high tax rates with minimum cost to the town for services. As all buildings will be leased and not sold, they will be maintained in the best possible manner as a permanent investment.

### *Private Ways*

There are numerous private ways in town and as a rule they are not well maintained and are not always accessible to fire apparatus and town trucks. The Planning Board is making an effort to have at least one such road rebuilt every year as a public way under the Betterment Plan. Short Street was done this year and we are suggesting that Webster Place be accepted and constructed next year.

### *Through Traffic*

When Boylston Street is widened this, with Veterans of Foreign Wars Parkway, Beacon Street and Commonwealth Avenue, will provide satisfactory east and west traffic facilities through town. The north and south cross-traffic is, however, a serious problem. Route 1 runs along the parkway to Longwood Avenue and then through narrow streets, Chapel and Carlton Streets, which are not and cannot be made suitable for such traffic. We are endeavoring to have this traffic re-routed through Park Drive as soon as the traffic circle is built at Park Drive and Brookline Avenue.

The next important cross-town route is by way of Cypress, School and St. Paul Streets. We believe that Cypress Street, between Tappan and Washington Streets, should be widened at once, and that later, School and St. Paul Streets should be widened to Commonwealth Avenue.

Another important route is Lee and Eliot Streets to Cleveland Circle. This route will be greatly improved by the proposed overpass at Boylston Street but the probability of having Eliot Street extended to Cleveland Circle is not very encouraging.

### *Zoning*

The Board held a hearing early in the year on re-zoning the so-called Incinerator Lot north of Newton Street, and an article was inserted in the warrant for the Annual Meeting calling for zoning it as a Business District. This was defeated in the Town Meeting by a very close vote. A revised plan was developed by a special committee appointed for the purpose, which called for rezoning only about one-third of the lot. This was considered at a public hearing December 13,

GEORGE F. GLACY  
57 SOUTH STREET  
CHESTNUT HILL  
BROOKLINE, MASSACHUSETTS

January 18, 1950.

Mr. Gorham Dana, Chairman  
Brookline Planning Board  
55 Prospect Street  
Selectmen's Room  
Brookline, Massachusetts

Dear Mr. Dana:

As a resident and Town Meeting member from Precinct 12 I desire to be recorded as opposed to the petition for re-zoning buffer strip for parking area between Hancock Village and abutting single residences.

At the inception of the Hancock Village I approved application for re-zoning because I believed that the building of Hancock Village would be a good thing for the town, the citizens, and for the general housing situation. I was strongly in favor of the change and so appeared before your honorable board at hearing called for consideration of re-zoning and so expressed myself. However, my motives were activated by the general agreement proposed by the John Hancock Company, one of which was that as a condition for re-zoning permitting construction of the Hancock Village a buffer strip for single family dwellings would be established between abutting owners and the Hancock Village building. It was further stated by Hancock that if single dwellings were not built on the buffer strip this buffer area would be maintained for parks and recreation purposes.

I believe that the establishment of a parking area on this buffer strip would be in contravention of the agreement and promises made by Hancock, and I therefore join with other citizens in strongly opposing the re-zoning of the buffer strip for parking area. As I am unable to personally appear at hearing, I am sending this letter and would respectfully ask that I be recorded as opposing the re-zoning of the buffer strip.

Respectfully yours,



Temple on Beacon Street. The Communion and other special services were held in St. Mark's Methodist Church. The Harvard Church Brotherhood held its monthly meetings in the Brookline Baptist Church, where also Church suppers were carried on. The Parish house of the then Unitarian Church on Sewal Avenue was engaged for the Church School and the activities of the Women's Guild. The whole work of the Church seemed to go on without a break.

Very soon plans were under way for the building of the new church, and by December 1932 the Parish House was ready for occupancy, and on Easter Sunday, 1933 the first service was held in the new auditorium. The whole experience strengthened and united the members of church and parish.

In the fall of 1944, plans were made for a fitting celebration of the One Hundredth Anniversary of Harvard Church. The exercises were held November 26 through December 3. This latter date was given over to a recognition of twenty-five years of continued ministry by Doctor Leavitt. For the Centenary service of the Church many memorials were given to the Church, and the whole celebration with its recognition of a fine spiritual heritage seemed to express a faith and a dedication for a second century of worship and service, worthy of the first.

The Spring meeting was held on May 28 in the Hancock Room of the John Hancock Building, 240 Berkeley St., Boston on invitation of President Paul P. Clark of the John Hancock Mutual Life Insurance Company.

Mr. Clark read this paper entitled:

### HISTORY OF HANCOCK VILLAGE

by PRESIDENT PAUL P. CLARK

May, 1951

It is a very great pleasure to welcome you here and to have as the occasion for this meeting an opportunity to tell you something of the history of Hancock Village — which for many months claimed a great share of my attention and my deepest interest. The truth of the matter, of course, is that only the first chapter of that history has been written. In years to come a story may be told to the children and grandchildren of the families who may come to spend portions of their lives in the Village, of the events that will have happened there; of aims achieved; of prosperity and disappointment; and of joys and griefs. That story, as it unfolds, will be the history of Hancock Village.

It is not the usual thing for the operations of a great corporation to be so closely and personally blended into the lives of the people it serves. Whatever the resources of our Company invested in private enterprise may contribute to the opportunities and prosperity of American life (and our contributions are manifold), they are generally less directly perceptible; and it is particularly gratifying to us who have been closely associated with this enterprise to have seen its far reaching effects at such close hand and to be able to appraise in some measure its social and economic implications.

The early history of Hancock Village stems from an elementary human need. I need not tell you of the numerous contributing factors by which the nation was caused to be critically short of housing at the end of the Second World War. I am sure all of you recall the desperate plight of our young families at that time.

Not only, however, was there a shortage of shelter; but far-sighted planners had anticipated that with the discharge of thousands of men from military service to civilian pursuits and the termination of war production, there might well arise a vast and critical condition of unemployment. The Town of Brookline



interested in low, openly planned types known as "garden villages" of which examples were to be found only by visiting Washington, Pittsburgh or more distant places. Officials and residents of the town were very properly determined to safeguard the community character. It was important that John Hancock make clear to these people how our development would be designed and operated by us and its probable effect on the neighborhood and on the value of adjacent real estate.

The Pattenham Committee gave us opportunities to explain our program in December of 1945 and January 1946. Sketches of our tentative site plan and building scheme were presented



AERIAL VIEW HANCOCK VILLAGE

for the first time to them. It was agreed that we would preserve a "buffer strip" in single family zone along the side of the land toward Kussert and Beverly Roads.

It was believed probable that the golf course land would be developed by others, if we did not buy it, as a containing but relatively undesirable community of homogenous prefabricated single houses, or on a purely speculative and sporadic basis. It was generally admitted that a well-organized and high-grade garden development in strong financial hands and under permanent single management would be a more desirable operation, and would produce more tax revenue for the town.

Our consultants' studies indicated that post-war building costs were well above those at which most garden developments

had been built; and that we must adopt methods which would give us the most building for the lowest price if we were to keep rentals at reasonable levels. We later sought out as advisers, firms which were experienced in the design and operation of large-scale garden villages.

In November 1945, on a trip to Washington, I visited some of the outstanding projects, and there met Colonel Gustav King, the builder and operator of several developments, whose organization became our project managers.

A Board of Design was established in our Company to concentrate on housing problems, and we set our schedule to prepare studies of a really workable scheme for submission to the Planning Board and the Town Meeting. We were gratified that the Town appreciated our objective and amended the zoning by-law at the March meeting in 1946. During the spring and summer of 1946 our consultants concentrated on the completion of the working drawings for the Village, and we were able to hold a ground-breaking ceremony on the afternoon of September 3rd. It is strange now to identify the grassy knoll where our tent stood on that warm September afternoon as the lawns and landscaping of the courts south of Thornton Road. The occasion was a memorable one, attended by officers and directors and their guests. Mr. John Hobbs, then Regional Housing Expediter of the National Housing Agency, and James Love, a Silver Star Veteran of World War II, helped me turn the first turf.

Within a few days ponderous earth-moving machinery rolled in, and the undulating fairways became anthills of activity. Brush was cut; surveying parties laid out roadways and building sites; the broad outlines of the plan commenced to appear. Materials flowed in and eventually brick walls began to arise.

Many difficulties had to be faced at different times during the work. Weather, as always, was a hazard for outdoor operations, one of the heaviest winters that has been known in many years in this area blanketed the operations with heavy snow throughout the late winter of 1947-48.

In the early stages, particularly, materials were available only after exhaustive search, and the quantities we required were hard to come by. Some features of the design were determined by this condition. It was found that buildings with concrete subfloors, a durable and fire-resistant construction, could be built at about the same cost as with wood framing. We are fortunate in having better buildings on that account and were able to incorporate the advanced feature of radiator heat by pipe coils in the concrete. Our interior doors were bought only after a trip to the West Coast to find a satisfactory prod-

at last, to find "Independence Drive" not in use and available for our main thorough way and to be able to identify our private streets with Elbridge Gerry, Roger Sherman, and Matthew Thornton, signers of the Declaration of Independence from New England.

Construction of the Village continued in sections through two summers and two winters. The first portion to be completed was what we called the "heart shaped area", the land between Independence Drive and Thornton Road. That unit containing 91 houses was opened in the autumn of 1947. On October 15, 1947, our first tenants moved into their new home. The last house of the last section was occupied in March, 1949.

The Shopping Centre was in the meantime receiving our attention as a necessary feature of a community of over 2000 persons. The only suitable area was on the edge of one of our great flat pockets where the distance to a good foundation was in some places thirty feet or more below the surface. That building of a strictly functional and modernistic design, rests on concrete piles. We started construction there in February 1948 and tenants began to move in in the following autumn, though the building was not completed until the summer of 1949. It accommodates our management office, maintenance shops, a private medical clinic, 16 stores and a motion picture theatre of 1002 seats.

Various accessory buildings were needed and built as the project advanced, such as rental garages, laundry buildings, and storage units; and we have more recently provided tennis courts, wading pools and other recreational features.

Hancock Village, from the construction standpoint, is finished; but we will undoubtedly have occasion to improve and modify some features as it matures. Other agencies have during this period supplied much of the housing shortage; and with building and operating costs soaring, it is not likely that new garden villages can be built for investment while so many disturbing conditions prevail.

The early history of Hancock Village is now recorded in our memories and our archives. But, "the moving finger writes and having writ moves on," henceforward Hancock Village history is being written from day to day in the lives of its people. We dedicate our future efforts toward the comfort and happiness of all its residents.

#### FIFTIETH ANNIVERSARY MEETING

The fall meeting of the Society was held in the meeting room of the Public Library on Sunday, December 2, 1951 at 2:45 P.M. and was largely attended. The hall had been decorated by a committee, headed by Miss Mary Lee and Miss Elizabeth Butcher, with a remarkable collection of old Brookline photographs and pictures which created much interest after the meeting.

Mrs. Arnold of Newton gave a brief account of the Jackson House in Newton which is being used as an historic centre where visitors will be welcomed.

Miss Alice Priest, a descendant of the Devotion family, presented to the Society an old Devotion towel.

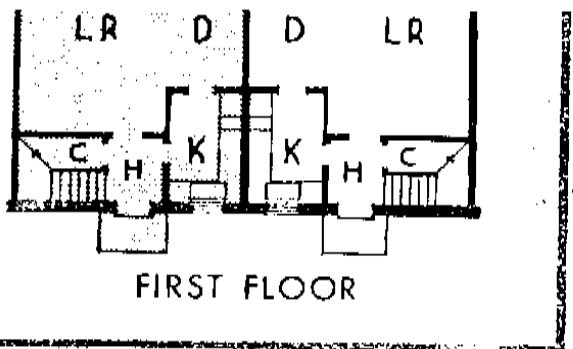
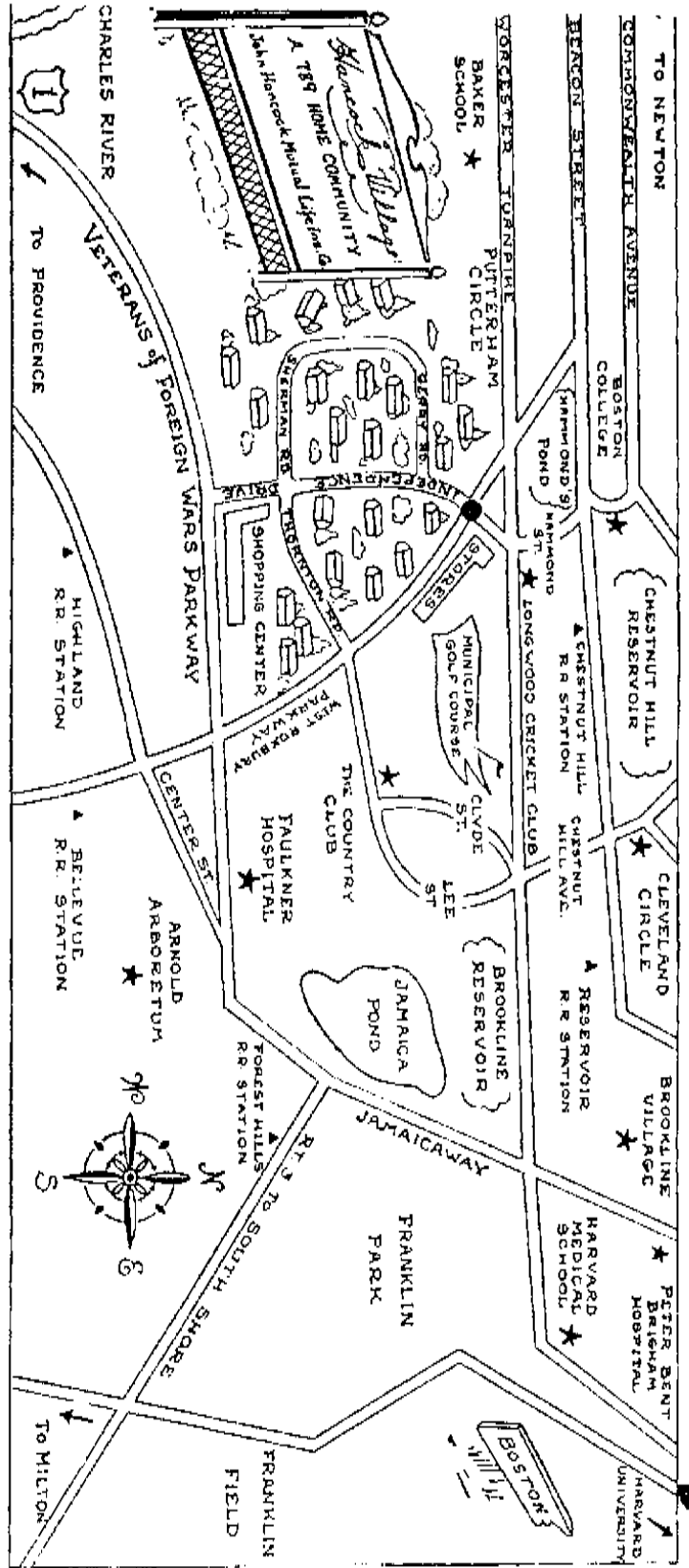
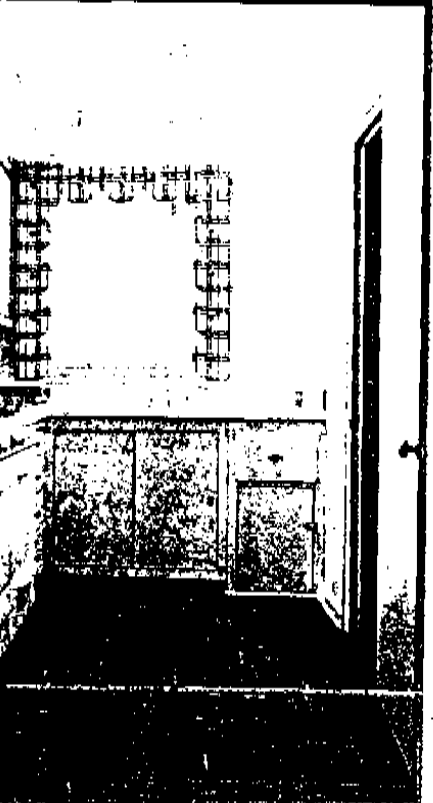
Mr. Bertram K. Little gave a very interesting history of the Society.

The clerk, (Iorham Dana, showed about fifty lantern slides from the Baker collection showing pictures in Brookline of the period when the Society was formed. He stated that the first Annual Proceedings of the Society showed a membership of 150, of which only four were now with the Society, namely:

CHARLES B. DUNCKLEE — 18 Vernon Street  
Miss Mary B. DUSTY — 1064 Beacon Street  
JOHN P. FLEMING — 30 Williston Road  
HENRY WARE — 82 High Street

Mr. Ware was the only one who was able to be present and who holds the distinction of being the only one now living in the same house as he did fifty years ago.

At the close of the meeting the President cut a large birthday cake on which was an illustration of the Edward Devotion house. Pieces of the cake were later sent to the four surviving members of the original group.



One-bedroom house      Two-bedroom house

OR PLANS OF TYPICAL HOMES:  
Scale: 1/16 inch equals 1 foot

- H - Hall
- BR - Bedroom
- B - Bath
- L - Linen closet
- C - Closet
- T - Terrace

NESTWOOD VILLAGE 2119

John Hancock Mutual Life Insurance Company applied to the Building Commissioner for permission to construct an open-air accessory parking lot on the Hancock Village property at the corner of Independence Drive and Russett Road, Brookline. The permission was denied and an appeal was seasonably taken from the decision of the Building Commissioner.

On December 18, 1957 the Board met, all members present, and determined that the properties affected by the appeal were those shown on the 1957 Atlas of the Town of Brookline as Lots 5 to 12 inclusive in Block 389; lots 1 to 4 inclusive in Block 392; and lots 11 to 17 inclusive in Block 393, and fixed Wednesday, January 8, 1958 at 9:00 a.m. in the Selectmen's Hearing Room as the time and place for a public hearing on the appeal. Notice of this hearing was mailed to the appellant and to the owners of the properties deemed by the Board to be affected as they appeared on the most recent local tax list, and was published December 24, 1957 in the Citizen, a newspaper published in Brookline. Copy of said notice is as follows:

Town of Brookline  
Board of Appeal  
Notice of Hearing

A public hearing will be held in the Selectmen's Hearing Room, 55 Prospect Street, Brookline, on Wednesday, January 8, 1958 at 9:00 a.m. on the appeal of John Hancock Mutual Life Insurance Company for a variance from the terms of the Brookline Zoning By-Law, Article III, Section 7, to permit the use of a certain parcel of vacant land containing about 18,800 square feet and lying on the southeasterly side of Independence Drive, Brookline, for open air accessory parking purposes. Said parcel which is shown as lots 13-15, Block 389, Plate 110 on the current Town Atlas, is located in a No. 7(d) (Single residence) District.

William B. Tyler  
Alan Cunningham  
Lawrence A. Berry  
BOARD OF APPEAL

At the time and place specified in the notice a public hearing was held in the hearing room, all members present. The appellant was ably represented by

who stated that when Hancock Village was first developed there were spaces in garages and outdoor parking places for 1068 automobiles. Owing to the increase in size of automobiles the garages now accommodate fewer vehicles, and owing to a traffic regulation of the Town, vehicles cannot now be parked on either side of Independence Drive. The result is that space for parking of automobiles has been reduced by 250. He submitted a plan of the Hancock Village and a plan of the proposed parking lot for 50 cars on Independence Drive, showing a strip of land between the parking lot and the abutting house lots to be used for planting.

George L. Gettings, Chief of the Brookline Fire Department, and Captain W. R. MacMillan speaking for the Chief of Police both spoke of the need for more parking space because of the illegal parking which now takes place on Gerry Road and Sherman Road, both being private ways.

Speaking in opposition to the allowance of a variance were four residents of Russett Road, and a spokesman for the Putterham Civic Association whose board of directors had voted to oppose the variance "as long as there is any land available in the Village itself".

Two letters from other residents of Russett Road opposing the variance were received and considered. Of those present, eleven, on a show of hands, indicated opposition.

Upon the foregoing evidence we find that whatever existing hardship there may be in the enforcement of the Zoning By-Law is not a hardship to the appellant but rather to the tenants of its buildings and to the Fire and Police Departments of the Town. The Board finds that while the proposed variance would be of some help, it would not entirely eliminate the problem, and there is other parking space provided by the Hancock Village within reasonable limits of the space which is now being enlarged.

The Board therefore unanimously agrees that it must deny this appeal and affirm the decision of the Building Commissioner.

Kenneth B. Bond  
Kenneth B. Bond

Alan Cunningham  
Alan Cunningham

January 15, 1958

Lawrence A. Bowey  
Lawrence A. Bowey

Westbrook Village Trust applied for a variance from Section 4.30 of Zoning By-Law to allow a new accessory parking area for 93 cars adjacent to 471-523 Veterans of Foreign Wars Parkway, said premises being located in a S-7 (Single Family) District.

On August 24, 1967 the Board met and determined that the properties affected were those shown on the 1967 Town Atlas as Lots 1 to 12 inclusive in Block 384 - Plate 108, Lots 5 to 7 inclusive in Block 381 - Plate 108, Lots 1 to 10 inclusive in Block 387 - Plate 108, and fixed Thursday, December 28, 1967 at 9:00 A.M. in the Selectmen's Hearing Room as the time and place for a public hearing on the appeal. Notice of hearing was mailed to the appellant, their attorney, to the owners of properties deemed by the Board to be affected as they appeared on the most recent local tax list and to the Planning Board. Notice of the hearing was published December 7, 1967 and December 14, 1967 in the Brookline Chronicle-Citizen a newspaper published in Brookline. Copy of said notice is as follows:

TOWN OF BROOKLINE  
MASSACHUSETTS  
BOARD OF APPEALS  
NOTICE OF HEARING

A public hearing will be held in the Selectmen's Hearing Room on the sixth floor of the Town Hall, 333 Washington Street, Brookline, on Thursday, December 28, 1967 at 9:00 A.M. on the appeal of Westbrook Village Trust for a variance from Section 4.30, of the Zoning By-Law to allow a new accessory parking area for 93 cars adjacent to 471-523 Veterans of Foreign Wars Parkway, said premises being located in an S-7 (Single Family) district.

Kenneth B. Bond  
Maurice J. Lowenberg  
Maurice I. Miller  
Board of Appeals

At the time and place specified in the notice a public hearing was held. All members of the Board were present. The appellant was represented by Charles J. Kickham, Esquire. Westbrook Village Trust now owns and operates the development formerly called John Hancock Village. This development has a large landscaped area in the S-7 zone along the east side which is bounded at the north end by Thornton Road, and on the south end by the Veterans Parkway. Because there is a serious shortage of legal parking spaces for the residents of Westbrook Village, it is proposed to construct a parking lot for 90 cars in this landscaped area to be separated from the house-lots on Russett Road by a landscaped and well planted buffer strip. Only three trees will have to be disturbed, and they can be moved to other locations and saved.

The appellant would be within its rights to build one-family houses on the proposed parking site, but a new road would have to be laid out to give access, and so this is not practical. The most useful purpose for the land is the proposed parking lot. The Russett Road houses would have the protection of a thirty foot buffer strip which is all they would be entitled to if houses were built there.

Letters received before the hearing were 24 to 1 in favor of the appellant.

Four residents of Westbrook Village spoke in favor of the proposal, and pointed out the great hardship in having no convenient place to park. The problem has been greatly intensified by the M.D.C. police who are enforcing the parking ban on the Veterans' Parkway. The elderly residents cannot park on the lot at Independence Drive and carry their



bundles 1/4 of a mile. Moreover, they said that the parking lot there is frequently full, and no room can be found for parking.

Six persons spoke in opposition, including Representatives Backman and Dukakis, and the President of the Putterham Circle Association. They contended that when the John Hancock Petition to rezone certain land was voted for by the Town, it was represented that a buffer zone of S-7 restriction would be maintained between the development and other land, and that to vary those restrictions so as to allow parking would violate the spirit of the agreement then entered into.

The opponents presented written protests to the effect that the parking lot would irreparably harm the neighborhood and devalue property and create a nuisance. These protests were supported by 125 signatures of persons residing on Russett Road, Asheville Road and Beverly Road, but many people signed both protests so the number must be discounted. The important thing is that all of the residents whose houses would actually abut the proposed site did sign.

On a show of hands, 13 favored the proposal and 27 were opposed.

It was pointed out that the owner of the development is suffering no hardship, because there are no vacancies, and persons applying for an apartment must wait for two months. For this and other reasons it was suggested that the four conditions of the statute are not met, and a variance is not warranted.

An examination of the "Summary of Parking" submitted by counsel for the appellant seems to indicate that so far as Brookline is concerned there is a shortage of 87 parking stalls, on the basis of one per dwelling

unit. This proves that the problem is serious for those residents who own automobiles. This Board should exercise its powers in favor of any reasonable remedy provided that it can do so within the authority given to it by the enabling act, and without violating the rights of those who oppose the remedy here proposed.

We are not satisfied that the hardship involved in the enforcement of the by-law applicable to an S-7 district falls on the appellant. Evidence to prove that point seems to be lacking. Moreover, the special condition or unique feature that must exist for a variance has not been proved.

Where there is so much opinion from owners of abutting lots on Russett Road that the proposal would be injurious to property values, this Board ought to be very sure there is no alternative site or sites available, before permitting this site to be used. If land within the M-0.5 district is available it ought to be used, rather than the S-7 district. It was suggested that an abandoned playground was available, and that a second deck over an existing parking lot might be used. The burden is on the appellant, we think, to prove that no other solution is possible. This was not done, and appellant's hardship not proved.

Variance denied.

Kenneth B. Bond  
Kenneth B. Bond

Maurice J. Lowenberg  
Maurice J. Lowenberg

Maurice I. Miller  
Maurice I. Miller

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The Boston Globe **BRA REJECTS W. ROXBURY CONDO PROPOSAL  
AS 'RIDICULOUS'**

Article from:

The Boston Globe (Boston, MA)

Article date:

June 15, 1989

Author:

Joseph Kirby, Contributing Reporter

More results for:

West Roxbury Hancock Woods

The Boston Redevelopment Authority yesterday rejected as too large a proposed 1,119-unit condominium complex for senior citizens on the West Roxbury-Brookline border. The proposal, which featured a 17-story tower, would have been the largest building in West Roxbury.

Linda Bourque, the BRA's assistant director of neighborhood planning and zoning, said Brookline developer Edward Zuker's proposal was totally out of scale with the character of the neighborhood.

"It's too ridiculous to even review. The proposal has no relationship with what is allowed by law and what would be an acceptable proposal," Bourque said, noting that zoning laws prohibit the building of condominiums on part of the site and that the proposed number of units is 10 times the allowable size.

Bourque said that the site could adequately support 50-55 single-family homes and 100,000 feet of commercial space, but she contended that accommodating Zuker's proposal would require a series of zoning variances.

The site off the VFW Parkway was purchased in March 1986 along with the adjacent property -- Hancock Village, 789 town houses and a small shopping center -- and is larger than Boston Common.

The proposed complex, Hancock Woods -- which was to be built on six of the site's 58 acres, with walking trails, a swimming pool, tennis courts and 24-hour medical and

security services -- was expected to cost \$220 million and take anywhere from 18 months to 5 years to complete, according to Zuker.

Zuker, who said he envisions the complex as a place for "active seniors," said he has targeted people over 55 who had owned homes for more than 20 years, had paid off their mortgages and whose children had left home.

Neighborhood residents expressed concerns about the size of the project and the impact it would have on traffic, according to Donald Gillis, director of the Mayor's Office of Neighborhood Services.

"We feel strongly that this is not a proposal we can take seriously," Bourque said. "When there is a realistic proposal we will be glad to look at it."

But Zuker says the real issue behind his project -- affordable senior housing -- has been ignored. "The tower and units have clouded the issue," said Zuker.

Zuker said he was told by the BRA that he was out of touch with the neighborhood and has lost its trust. "They thought I was trying to push something down their throats," Zuker said.

Neighbors complained that the large size of the tower would have damaged the community's landscape. Zuker offered to subject his proposal to a stringent review process normally used for downtown Boston buildings, which would have taken 6-18 months.

But Zuker, who said he has conducted aerial surveys, disputes contentions that it would damage the neighborhood's landscape, noting that the site would have been 500 feet back from the parkway and hidden by trees.

Michael and Jeanne Ford, who have lived across from the site on Garnet Road for 15 years, said the proposed complex would worsen already hazardous traffic conditions.

"Basically, they are trying to take the neighborhood out of the neighborhood, and make it into a city," Michael Ford said.

Zuker said the project would create an additional 3,600 car trips a day in the vicinity, but would not cause major traffic problems.

He said he plans to scale down the project and see what the neighborhood wants. "I think with input from the task force, we'll come out OK," Zuker said. KIRBY ;06/08  
NIGRO ;06/15,10:29WESTRO15 Caption: PHOTO Globe photos/Carlos Mantilla Battle /  
Jeanne and Michael Ford of West Roxbury live across from the site of a 1,119-unit  
condominium complex for senior citizens that was proposed by developer Edward Zuker  
(left).

The Boston Globe

## Weld backs Hancock Woods preservation

Article from:

The Boston Globe (Boston, MA)

Article date:

August 19, 1995

Author:

Doris Sue Wong, Globe Staff

More results for:

West Roxbury Hancock Woods

Gov. Weld yesterday said he favors preserving Hancock Woods in West Roxbury as conservation land, but would likely send back to the Legislature for "procedural" revisions a bill that would block plans to build 256 units of housing on the site.

"On the substance, I am quite sympathetic to preserving 46 acres of woods and open space in an urban setting," said Weld.

West Roxbury residents and environmentalists have been fighting plans to develop Hancock Woods, prompting city councilors and state legislators to find ways to have the land kept as open space.

Earlier this week, the Legislature sent to the governor a bill directing the Metropolitan District Commission to purchase Hancock Woods "for full and fair market value." The bill amended a 1987 bond authorization that has a balance of \$4 million in unused state borrowing power.

Hancock Woods was sold in 1992 for \$1.5 million and resold at foreclosure for \$1 plus the \$1.1 million balance of the mortgage on the property.

But developers of the land have placed the market value of the tract at \$37 million, which a Weld administration source said sounded high and City Councilor Maura Hennigan of West Roxbury called insane, given that two other, larger tracts were bought by the Massachusetts District Commission for considerably less money in recent years.

MDC spokeswoman Erin Harrington said the agency purchased the 148-acre Brook Farm in West Roxbury for \$2.4 million in 1988 and the 200-acre Wilson Mountain in Dedham last year for \$3 million.

But Harrington said each parcel of land has unique characteristics that could affect its value. For example, Brook Farm was designated as a national historic and wetlands site, meaning it could not be developed, said Harrington.

The developers of Hancock Woods -- who include Robert Walsh, a former director of the Boston Redevelopment Authority and friend of Mayor Menino -- could not be reached for comment yesterday.

Weld said a preliminary analysis of the Walsh bill by his administration raised two important but procedural issues that need to be resolved.

The bill does not call for the land to be taken by eminent domain which, some say, would leave the state with no recourse if the owners reject the state's offer and would give the owners too much power in setting the selling price.

Another issue, Weld noted, is that the legislation does not require the land to be bought through normal state procedures, which call for two independent appraisers to determine the value of the land before the state settles on an offering price.

"If the procedural things are the only two things we have," said Weld, who has until Thursday to act on the bill, "then I suspect these could be ironed out with the Legislature."

## Hancock Village Planning Committee Report

The Hancock Village Planning Committee (“Committee”) was formed by the Town of Brookline in order to review proposals by Chestnut Hill Realty (“CHR”) to expand the housing units at Hancock Village by approximately 460 units and to facilitate a forum for community input and reaction to that proposal.

Part of the Committee’s charge was to explore the possibility of recommending changes to the zoning that would accommodate the placement of more density closer to the Boston side of the development, which could have necessitated a change in allowed height and in the parking requirement. The other part of the charge was to make a judgment about the acceptability of the proposed expansion and under what conditions such expansion might be deemed acceptable by the Town and the abutting neighborhood.

The Committee first met on March 4, 2009 and has held 7 meetings and a well-attended site walk. All of these meetings were publicly noticed and opened to the public and each was very well attended by the public.

The Committee came to identify a number of concerns expressed nearly unanimously by the public comments, including the following:

1. School population impact on already overcrowded schools and other negative fiscal impacts to the Town;
2. Preservation of open space, particularly immediately to the west of Beverly and Russett Roads;
3. Exacerbation of drainage problems west of Beverly and ongoing water quality issues from outflow into the Hoar Sanctuary;
4. Increased traffic along Grove-Independence-West Roxbury Parkway and Newton Streets.

These items will each be discussed in turn:

1. *School and fiscal impact:*

(a) The current conditions:

By some calculations, the current Hancock Village development produces a net revenue loss of \$2,000,000 per year to the Town. This is because the real estate taxes paid by CHR for Hancock Village to Brookline is more than offset by the cost of municipal services provided, especially when it comes to educating the school children that reside in the development. The average cost to educate a child in Brookline is approximately \$16,000 annually. Of the over 670 children that attend the Baker School, the Committee understands that about 40% come from Hancock Village. Hancock Village is adver-



tised, at least by word of mouth, around the globe as the perfect setting for families coming to Boston for medical area jobs, fellowships or education. Moreover, the Committee learned that the size of the incoming kindergartens over the past few years has grown substantially town-wide and the trend shows no signs of abating. This has put a great deal of pressure on both the existing school buildings and budget. The Runkle and Heath Schools are currently being expanded to accommodate the existing student population. Given the difficulty of accommodating the currently growing school population with the existing housing stock, there is real concern that adding an appreciable number of additional school-aged children from an expanded Hancock Village will have a devastating fiscal impact on the entire Town.

Besides the fiscal impact of an expanded school age population from Hancock Village, there is concern about the effect on the Baker School and the South Brookline school age family community. Under current conditions, the Baker School is not large enough to accommodate all of the households in South Brookline which historically have sent children to the Baker School. In 2001, due in large part to the influx of families with children into Hancock Village, the School Committee found it necessary to turn about 2/3 of the prior core district for Baker school into buffer zones. Given the geography and traffic patterns South of Route 9, these neighborhoods are not adjacent to any single other school. As a consequence, the buffer parts of the neighborhood are assigned to one of four schools depending on space availability. An expanded Hancock Village school population will push more children from the buffer zones to schools outside of the neighborhood and it may require the expansion of current buffer zones to facilitate the displacement of more school children to schools outside of South Brookline. There has been talk of adding a ninth k-8 school in South Brookline, but those suggestions remain only ideas given the enormous cost of building a new school and then maintaining the facility and the staffing every year.

(b) senior housing:

CHR has proposed limiting the proposed high-rise portion of its expansion to senior housing. The Committee has learned that this could take the form of either a 55 and over community in which at least 80% of the units must have one family member who is 55 or a 62 and over community in which everyone in the development must be 62 or over. The inclusion of an age-restricted housing component was explored by the developer as a way of reducing the number of school-aged children generated by the development. The idea was that doing so might mitigate against what both fiscal impact analyses projected – a net revenue loss to the Town – mostly attributable to the costs of educating additional school children. The effectiveness of these proposals in reducing or eliminating additional school children is questionable.

First, CHR is not proposing that all of its additional units would be senior housing restricted, leaving approximately half of the proposed new 460 units without any restrictions.

Second, CHR has expressed a preference for 55 and older house, not 62 and older. This would not adequately address the problem as 20% of the units in the high-rise would still be open to families. Also, for those units that do require a person who is 55 and older, the Committee has observed that there are three-generation families in Hancock Village already, as well as a current parent body at Baker School that includes many families with at least one parent over 55.

Third, with respect to both 62 and over and 55 and over developments, there are a number of questions concerning the enforceability of such limitations and their durability. Town Counsel has explained some of the pros and cons concerning imposing these restrictions by zoning change, special permit conditions and by deed restrictions. The Committee is not satisfied that any of these methods will provide the mechanism needed to adequately control the expansion of the school age population from Hancock Village.

On a related note, even if the 62 and over or 55 and over schemes could be effective in restricting school aged children in the impacted units, the Committee is still concerned about the resulting echo effect. New senior friendly apartments will be attractive for residents currently living in Hancock Village, which will then create vacancies in non-restricted units, which will then likely be filled with families with school-aged children. Moreover, CHR has expressed its intent to advertise within South Brookline and the rest of Town that the new apartments are a great place to age in place. There again, such moves will create vacancies in other housing units in Town, which will again likely be filled by the most common new buyer demographic – families with school aged children.

(c) flats and single bedrooms

CHR has argued that the flat design, rather than a 2-story townhouse design, particularly with single bedrooms, will not be attractive to families. The Committee does not find this persuasive. Hancock Village pulls families from Buenos Aires, Tel Aviv, Haifa, Seoul and other big cities with Universities in which high rise apartment living is typical for families. With respect to the single-bedrooms, this is a small percentage of the proposed expansion. Moreover, the proposed single bedroom units are huge and may even include “loft” space that would easily accommodate a child’s bed room.

(d) commercial use

Some members of the community suggested granting a zoning change that would accommodate commercial uses, including a hotel, a nursing home, or a retail strip along Independence. No one idea received complete support by all members of the Committee. Regardless, none of these ideas were seriously pursued as CHR expressed no interest in adding commercial uses to this site.

## *2. Preservation of open space*

In every iteration of CHR's plans, it places housing in the currently large open green space west of Russett Rd and Beverly Rd. This is one of the most frustrating issues for area residents. No matter how many times or how loudly the neighborhood has asked CHR not to develop this open green space, the plans never wavered from the existing plan to cover these areas in asphalt and housing. It is unclear to the Committee whether there is a restriction that remains in force that would preclude CHR from building on these open spaces, which are zoned S7, in contrast to the rest of Hancock Village, in order to provide a buffer zone. On the other hand, the Committee understands that these parcels will not qualify for cluster housing in the format proposed by Chestnut Hill Realty and that there is not enough room to include a necessary access road to accommodate S7 sized lots. Nonetheless, even if these restrictions did not render this open space unbuildable, it is the Committee's opinion that CHR should not be seeking to build parking or housing in this space. CHR has received a great deal of benefit from Brookline and the immediate neighborhood and CHR has, in the Committee's estimation, an obligation to be respectful of the community's strong desire to maintain this open green space, which abuts and affects the Hoar sanctuary north of Independence Drive.

## *3. Drainage problems - water quality in the Hoar Sanctuary*

There is currently a drainage issues for the houses along the west side of Beverly due to poor drainage and run off from Hancock Village. Moreover, there are ongoing water-quality problems with the run-off from Hancock Village into the stream that runs through the Hoar sanctuary. The Committee is concerned that increased development, particularly the addition of impermeable surfaces in the green open space, will exacerbate and contribute to additional drainage and water quality issues.

## *4. Increased traffic:*

While the Committee understands that there are many parking spaces that remain empty in Hancock Village, the Committee remains concerned that a large number of additional units will certainly bring with it a large number of additional cars. Moreover the continuing dearth of public transportation increases the chances that those additional vehicles will be used on a regular basis. Under current conditions, Independence and Grove are already a commuter highway for cars traveling to the medical area from the southern suburbs. The addition of more cars emanating from within the neighborhood can only make matters worse. The Committee is particularly sensitive to this issue given the recent devastating accident involving a car traveling on Grove/Independence striking a 6<sup>th</sup> grade boy from Baker School causing severe injuries.

## **Conclusion**

The Committee expressed a number of concerns to CHR that needed to be overcome if it was to support plans for a significantly expanded Hancock Village. While the Commit-

tee was willing to entertain zoning changes in order to accommodate a smarter design that met the Town's and neighborhood's concerns, CHR has not presented any plans that satisfy those concerns. In particular, CHR has never reduced the number of units that it wishes to build. Consequently, the Committee cannot support the proposals that CHR has put forward. Moreover, the Committee has not been able to come up with any alternative that would accommodate CHR's desire to expand to anything near the numbers it has proposed while still addressing the concerns set out above. If CHR wishes to radically change its proposal in a way that will address these concerns, then the Committee would be happy to consider it.

In addition, the Committee wishes to note its conclusion that, despite initial statements by the developer, there is very little development that he can do "by right" on this site. Any development of more than three units will require design review under Section 5.09 of the zoning bylaw, and any development of six units or more will require a special permit for inclusionary housing. In addition, any development of any significant size may require a special permit for relief from the height or other requirements of the zoning bylaw.

Any additional development on this site might well fail to qualify for a special permit. In the judgment of the committee, contrary to the requirements of Section 9.05 of the Zoning By-law, the proposed use would adversely affect the neighborhood. If a variance is required, the more stringent basis for a variance also does not appear to have been shown.

The Committee urges that, as part of any special permit process, consideration of the concerns noted during this process should be factored in to the deliberations.

## **EXHIBIT 7. MassDevelopment FINANCING OF RESIDENTIAL DEVELOPMENT IS LIMITED TO BLIGHTED AREAS.**

Mass Development (“MD”) lacks authority to provide financing for Project 2.<sup>3</sup> MD itself, in its website, identifies two sources of statutory authority,<sup>4</sup> Chapter 23G of the Massachusetts General Laws (“M.G.L”), and Chapter 240 of the Acts of 2010. Neither Chapter 23G nor Chapter 240 provide the necessary authority for financing Project 2.

### **Chapter 23G does not authorize MD financing of Project 2**

Chapter 23G, section 19 authorizes MD to make “grants and undertake financing transactions” for “residential uses which will prevent or eliminate blight, economic dislocation, economic distress or unemployment, or for the construction, rehabilitation or maintenance upon such lands of decent, safe and sanitary housing, at least 25 per cent of which will be made available to persons or low and moderate income.” However, Section 19 only authorizes MD to finance housing development in narrowly limited circumstances, none of which apply here.

First, the introductory sentence to Section 19 states that the section applies **only** to “grants and ... financing transactions under the provisions of clause (29) of section 3.” (emphasis supplied) Section 3, clause (29) refers to the power to make and administer loans, provide credit enhancement, and sell or purchase loan participations “for the acquisition, development, redevelopment, improvement or use of lands described in clause (23)” of Section 3. The lands described in Section 3, Clause (23) fall into four categories: (1) lands acquired from the United States; (2) state surplus lands; (3) lands declared appropriate for the creation of “small business incubator facilities,” including Fort Devens; and (4) lands declared decadent, substandard or blighted open areas. Because the first categories clearly do not apply, there must at minimum be a determination that Project 2 is “a decadent, substandard, or blighted open area.”<sup>5</sup>

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<sup>3</sup> The issue as to whether MD had authority to issue the PEL for Project 1 is being litigated as we speak at the Land Court. *See* Town of Brookline, et. al. v. Brookline Zoning Board of Appeals, et. al., Land Court Misc. Case No. 15 MISC 000072.

<sup>4</sup> [www.massdevelopment.com/about/overview](http://www.massdevelopment.com/about/overview)

<sup>5</sup> The requirement of “blight” is also supported by the clause dealing with affordable housing: after referring to “residential uses which will prevent or eliminate blight, economic dislocation, economic distress or unemployment,” the affordable housing clause refers to “the construction, rehabilitation or maintenance upon such lands of decent, safe and sanitary housing, at least 25 per cent of which will be made available to persons or low and moderate income.” The only term that reasonably describes lands is “blight[ed].” Regardless of this provision, the language that ultimately leads to Section 3, Clause 23 requires that there be “a decadent, substandard, or blighted open area,” which is nonexistent in Project 2.

M.G.L. Ch. 23G, Section 3, Clause 23 identifies “decadent, substandard, or blighted open areas” as follows:

lands declared decadent, substandard or blighted open areas by the Agency, which lands shall include, but not be limited to areas that are of such a character that they are in essence detrimental to the safety, health, morals, welfare or sound growth of the community in which they are situated because fluctuations in the real estate market, a substantial change in business and economic conditions or practices or the high-risk nature of newly emerging businesses and technologies have rendered the sale or efficient use of existing, new or renovated buildings or facilities thereon impractical without the aids provided herein, or because of an abandonment or cessation of a previous use thereon or the abandonment or cessation of work on improvements, facilities or buildings begun thereon but not feasible to complete or sell without the aids provided herein, or because of the inability of certain businesses and emerging technologies to receive private financing due to the high-risk nature of these businesses and technologies or due to changes in business and economic conditions, or because of any combination of foregoing reasons or other conditions not being remedied by the ordinary operations of private enterprise, hereinafter called blighted lands.

Under no rational understanding can Project 2 be said to be ‘blighted’ within the common understanding of the term. Nor has any argument been made that the property is “blighted.” Indeed, CHR’s own marketing materials for Hancock Village refer to it as one of its “foremost properties.”<sup>6</sup> Second, the definition of “blighted lands” refers to property being “detrimental to the safety, health, morals, welfare or sound growth of

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<sup>6</sup> “Close to I-95 and Routes 1, 9, and 128, the beautifully updated Hancock Village townhomes and apartments in Chestnut Hill, MA are just a short drive to downtown Boston. If you’re looking for an apartment for rent in Chestnut Hill MA take a look inside the stately brick townhomes of Hancock Village.

“Each of these one-, two-, and three-bedroom Chestnut Hill MA apartment rentals offers the latest in energy efficient appliances, free heat and hot water, courtyards and private patios with woodland views, 24 hour maintenance and 30 day customer service guarantees, and convenient, online rent payment.

“Hancock Village apartment in Chestnut Hill, MA is one of our foremost properties. Set in a park-like setting on 80 acres, you’ll find tennis, a large-screen movie theatre, internet cafe, lounge, fitness center, parking, and shopping at these pet-friendly Chestnut Hill MA apartments. Pickup a Zipcar or take the shuttle to the Reservoir Station for easy commutes to and from your Chestnut Hill MA apartment in Hancock Village.” <http://www.chr-apartments.com/hancock-village-apartments>

the community in which they are situated.”<sup>7</sup> No such claim has been made regarding Hancock Village.

It would be unsupportable for MD to conclude that this property is blighted, as that would be contrary to both the common meaning and statutory definitions of the term.

**M.G.L. ch. 23G, sec. 8(a) does not provide authority**

Section 8(a) of Chapter 23G provides that MD:

may finance industrial development facilities and pollution control facilities and waste disposal facilities and exercise the powers of an industrial development financing authority under the provisions of chapter 40D throughout the commonwealth and may issue bonds under this subsection (a) in furtherance of these purposes in the same manner provided by said chapter 40D for local authorities.

Housing is, of course, not an “industrial development facility,” “pollution control facility,” or “waste disposal facility.” Moreover, the statement that MD may issue bonds “in the same manner provided by ... Chapter 40D for local authorities” also denies the necessary statutory authority. The definitions in M.G.L. ch. 40D Section 1 explicitly exclude rental housing as an authorized activity. The definition of “industrial development facility” incorporates the term “industrial enterprise,” which in turn states: “Rental housing, other than residential housing operated in connection with a continuing care facility and facilities to be rented primarily to transient guests, may not be financed under this chapter.” (emphasis supplied).

Moreover, while Section 8(a) of Chapter 23G does allow MD to issue bonds to finance “mixed commercial and residential use,” even such mixed use can be financed “only if the Agency and the governing body of the municipality in which the project is located [the Board of Selectmen] find,” after a public hearing, that the “portion of the project to be used for housing ... is located in, or is needed to prevent the area in which it is located from becoming, a substandard, decadent or blighted open area, as defined in section 1 of chapter 121A” (which requires that the area be “detrimental to the safety, health, morals, welfare or sound growth of a community”), that the area will not be developed without government subsidy or government powers “in such a manner as will prevent, arrest or alleviate the spread of blight or decay,” and that such portion of the project “is consistent with the sound needs of the municipality as a whole.” Note that the section mandates that both MD and the local governing body make all the necessary findings.

Because this section is inapplicable to Project 2 for at least three reasons, this section has not been invoked by the applicant: First, the project is not a “mixed commercial and residential” development, but rather a purely residential one. Second, in addition to the fact that Hancock Village is not a substandard, decadent or blighted area and would not

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<sup>7</sup> The definition of “blighted open area” in M.G.L. ch. 121A, Section 1, similarly includes this requirement.

become so without the development, the Board of Selectmen, as indicated in the discussion of Section 19, could appropriately determine that the proposed development would in fact degrade standards of public health, welfare and sound growth by, among other things, eliminating trees, green space and recreational opportunities for both adults and children, adding inappropriate massing, destroying an architecturally significant National Register-eligible design, changing the character and livable scale of the neighborhood, increasing congestion, and so on. Finally, the Board of Selectmen could also appropriately find that the development of is not “consistent with the sound needs of the municipality as a whole,” for the reasons noted above and, in addition, because of the impact on neighborhood schools.

**M.G.L. ch. 23G, sec. 8(b) does not provide authority**

Section 8(b) authorizes MD to lend money to finance “economic development projects” as an “alternative to its authority under subsection (a),” which does not provide authority to fund this Project for at least three reasons.

First, an “economic development project” is explicitly defined in Section 1 of Chapter 23G as:

...a project providing public benefits through the establishment, expansion, securing, financing or operating of an industrial, recreational, research and development, commercial or service enterprise or facility, or any parts or combinations thereof, located within or partially within the commonwealth and including, but not limited to, all facilities necessary or desirable in connection therewith or incidental thereto, including provision for working capital.

Project 2 does not fit within the definition of an “economic development project” – it is a rental housing development, rather than “an industrial, recreational, research and development, commercial or service enterprise or facility.” Moreover, because housing is the purpose of the project, that housing cannot be said to be “incidental” to an industrial, R&D, commercial or other permissible purpose within MD’s statutory authority.

Second, Section 8(b) is focused on employment and economic growth. Among other conditions, Section 8(b)(iii) requires the Agency to find that the “project will provide employment, or security against loss of employment, having a reasonable relationship to the principal amount of the Agency’s loan.” While the project might provide temporary construction jobs, it would not be a source of employment as would an industrial, commercial or service enterprise, the sort of “economic development projects” eligible for financing under Section 8(b). Moreover, Section 8(b)(ii) requires a finding that “any private benefit which may be derived from the project will not be so disproportionate as to override the public purpose of stimulating or stabilizing the economy of the commonwealth.” Again, the overwhelming benefit here would be to Chestnut Hill Realty, and it would seem that any finding to the contrary would be arbitrary and capricious. In any event, the project as noted above does not fall within the explicit definition of “economic development project.”



**M.G.L. ch. 23G, sec. 3 does not provide authority.**

a. Explicit terms. The introductory language in Section 3(a) explicitly limits powers to MD's corporate purposes, stating, it "shall have all powers necessary or convenient to carry out and effectuate its purposes." The subsections of Section 3(a), mentioned below, likewise restrict MD's powers to its corporate purposes and legal authorization:

(5) to enter into contracts and agreements and execute all instruments necessary or convenient thereto for accomplishing the purposes of this chapter...

(6) to acquire real and personal property... or take any other actions necessary or incidental to the performance of its corporate purposes...

(10) to apply for and accept subventions, grants, loans, advances and contributions of any source of money, property, labor or other things of value, to be held, used and applied for its corporate purposes...

(11) to borrow money, issue bonds and apply the proceeds thereof as provided in section 8, in order to implement the purposes of this chapter and, without limiting the generality of the foregoing, to augment the means of securing financing authorized by law for or otherwise available to public bodies and other users.

(12) to lend money to and to acquire or hold obligations issued by public bodies or other users at such prices and in such manner as the Agency shall deem advisable and sell such bonds acquired or held by it at prices without relation to cost and in such manner as the Agency shall deem advisable and to secure its own issues of bonds with such obligations held by it, all as provided in section 8.

b. Statutory construction. In addition to the explicit language of Section 3, the general rules of construction dictate that statutory intent is governed by the more specific terms of a statute, in this case the specific definitions of Sections 8 and 19 that outline MD's authority.

c. Common sense. Common sense also dictates that powers granted by Section 3 are not unlimited, but rather are tied to MD's authorized lawful purposes as defined in Sections 8 and 19. The agency's authority must obviously flow from its defined corporate purposes

**Chapter 240 of the Acts of 2010 does not provide authority.**

MassDevelopment also cites Chapter 240 of the Acts of 2010 as a source of its authority. There is nothing, though, in this section of the law that authorizes MD to finance housing projects.

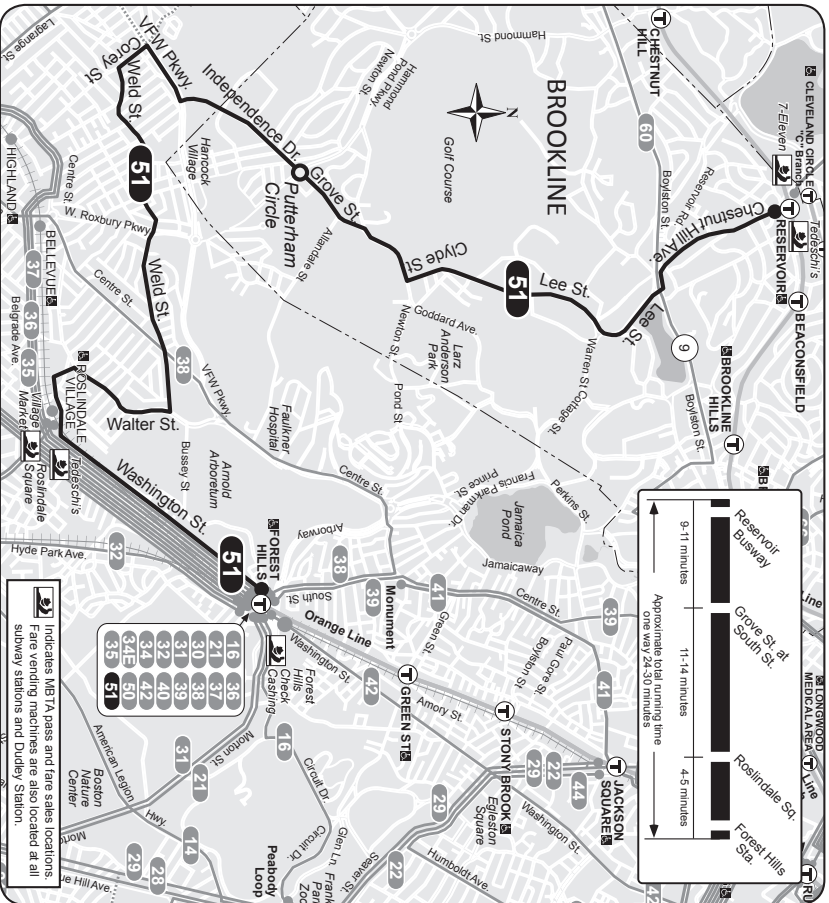
Chapter 240 was a general "Act Relative to Economic Development Reorganization." It transferred the rights, powers, duties and functions of the Massachusetts Health and Educational Facilities Authority to MassDevelopment effective October 1, 1990. See Sections 188, 190. Mass HEFA was authorized to provide funding to non-profit health, educational and cultural institutions, not to for-profit housing ventures.

## **Conclusion**

Neither of MD's enabling statutes authorizes it to finance Project 2.

**Exhibit 8. Schedule of the 51 bus,  
the sole public transit for the proposed development**

**Route 51 Reservoir (Cleveland Circle) - Forest Hills Station**



**51**

Winter: December 26, 2015 - March 18, 2016

**Reservoir (Cleveland Cir.)-  
Forest Hills Station**

- Serving**
- Roslindale Square
  - Hancock Village
  - Orange Line
  - Green Line
  - Needham Commuter Rail



**MassDOT**  
Massachusetts Department of Transportation

Massachusetts Bay  
Transportation Authority

Information 617-222-3200 • 1-800-392-6100  
(TTY) 617-222-5146 • www.mbta.com

51		Weekday			51		Saturday				
Inbound		Outbound			Inbound		Outbound				
Leave Reservoir Station	Arrive Rosindale Square	Arrive Forest Hills Station	Leave Forest Hills Upper Busway	Arrive Rosindale Square	Arrive Reservoir Station	Leave Reservoir Station	Arrive Rosindale Square	Arrive Forest Hills Station	Leave Forest Hills Upper Busway		
6:35A	6:58A	7:05A	5:55A	5:58A	6:19A	6:47A	7:06A	7:10A	6:15A	6:18A	6:38A
7:00	7:23	7:30	6:20	6:23	6:48	7:47	8:08	8:12	7:15	7:18	7:40
7:25	7:49	7:57	US 6:35	6:39	7:00	8:47	9:08	9:12	8:15	8:18	8:41
S 7:40	8:06	8:14	US 6:45	6:49	7:10	9:52	10:14	10:19	9:20	9:24	9:46
7:50	8:15	8:23	6:45	6:50	7:15	10:57	11:20	11:25	10:25	10:30	10:53
8:11	8:36	8:44	7:10	7:15	7:44				11:30	11:35	11:58
8:40	9:04	9:10	7:30	7:34	8:07	<b>12:02P</b>	<b>12:25P</b>	<b>12:30P</b>	<b>12:35P</b>	<b>12:40P</b>	<b>1:04P</b>
9:03	9:24	9:30	8:00	8:04	8:32	1:07	1:30	1:35	1:40	1:44	2:07
9:28	9:49	9:55	8:25	8:29	8:54	2:12	2:34	2:39	2:45	2:49	3:12
9:52	10:13	10:19	8:50	8:55	9:20	3:17	3:39	3:44	3:50	3:54	4:17
10:50	11:11	11:17	9:15	9:22	9:46	4:22	4:44	4:49	4:55	4:59	5:21
11:50	<b>12:14P</b>	<b>12:20P</b>	10:15	10:19	10:44	5:27	5:49	5:54	6:00	6:04	6:26
			11:15	11:19	11:44	6:32	6:54	6:59	7:05	7:09	7:31
<b>12:50P</b>	<b>1:14P</b>	<b>1:20P</b>				7:37	7:59	8:02	8:10	8:14	8:35
1:50	2:14	2:18	<b>12:15P</b>	<b>12:19P</b>	<b>12:44P</b>	8:42	9:01	9:06	9:15	9:19	9:40
2:24	2:49	2:53	1:15	1:19	1:44	10:04	10:04	10:09			
2:54	3:21	3:27	1:45	1:49	2:12						
3:18	3:45	3:51	2:15	2:20	2:44						
gs 3:05	3:57	4:03	2:39	2:44	3:07						
us 3:35	4:06	4:12	3:03	3:10	3:36						
3:42	4:09	4:15	3:27	3:34	4:00						
4:06	4:33	4:39	3:51	3:58	4:24						
4:30	4:57	5:03	4:15	4:22	4:48						
4:54	5:21	5:27	4:39	4:46	5:12						
5:18	5:45	5:51	5:03	5:10	5:36						
5:42	6:09	6:15	5:27	5:34	6:00						
6:06	6:32	6:37	5:51	5:58	6:23						
6:30	6:53	6:58	6:15	6:20	6:45						
6:54	7:17	7:22	6:39	6:44	7:09						
7:20	7:40	7:44	7:30	7:34	7:56						
8:01	8:22	8:26	8:30	8:34	8:56						
9:01	9:22	9:26	9:30	9:34	9:56						
10:01	10:22	10:26									

g - Leaves from Greenough Street at Tappan Street via Putterham Circle and Newton Street at Alfrington Road.  
s - Does NOT run during school vacation  
u - To/From Union Square, Alston

All buses are accessible to persons with disabilities

### Route 51 Reservoir Station - Forest Hills Station

No service on Sunday

Fare	Local Bus	Bus + Bus	Rapid Transit	Bus + Rapid Transit
CharliewCard	\$1.60	\$1.60	\$2.10	\$2.10
CharliewTicket	\$2.10	\$2.10	\$2.65	\$4.75
Cash-on-Board	\$2.10	\$4.20	\$2.65	\$4.75
Student	\$0.80	\$0.80	\$1.05	\$1.05
CharliewCard*	\$0.80	\$0.80	\$1.05	\$1.05
SeniorTap**	\$0.80	\$0.80	\$1.05	\$1.05

\* **QUICKPASS** Lift Bus (57¢ fare) Monthly Local Bus (55¢/month) \*Studentpass (52¢/month) for 54¢/riding Mon-Fri 7:30-11:00am all days; \*\*Senior/TAP Pass (52¢/mo.); and express bus, commuter rail, and boat passes  
**FREE FARES:** Children 11 and under ride free when accompanied by an adult. Blind Access CharliewCard holders ride free and if using a guide, the guide rides free.  
Seniorpass and Studentpass are available to students through participating middle schools and high schools.  
\*\* Requires Senior/TAP CharliewCard, available to Medicare cardholders, seniors 65+, and persons with disabilities.

**Winter 2016 Holidays**  
January 7: see Sunday  
January 18 & February 15: see Saturday