

There is NO “Hancock Village Compromise”

Warrant Articles 10-15 are a BAD DEAL for Brookline and for our community. We can do better.

Why are we looking at a new plan for Hancock Village?

- In February 2015, the Town Zoning Board of Appeals (ZBA) approved Chestnut Hill Realty’s (CHR) 40B plan for Hancock Village (HV): 333 bedrooms in 161 units.
- The Town sued CHR and the ZBA. The Town asked neighbors to join in the lawsuit; several did.
- In December 2015, CHR filed for a second 40B at HV, proposed as 430 bedrooms in 226 units. This second 40B is on hold; it has not gone through the approval process.
- Shortly before the trial in the first 40B started, CHR, the Town, and several neighborhood representatives began negotiations aimed at finding a mutually agreeable development plan.

Was the negotiation process for this “compromise” in the Warrant Articles inclusive of the community?

No. Two Precinct 16 Town Meeting Members (TMMs) and a few neighborhood representatives were involved in initial negotiations, but all parties were required to sign a confidentiality agreement. The community and wider public had no information about the discussions until after an agreement had been reached. This agreement was put into a Memorandum of Agreement (MOA) signed in November 2016.

CHR and the Town then worked – **without neighborhood input** – to codify the MOA into the Warrant Articles now before Town Meeting.

Do Warrant Articles 10-15 (WAs 10-15) reflect the 2016 MOA?

No. The Warrant Articles differ from the MOA. CHR insisted on changes, but the neighborhood representatives who signed the MOA never agreed to them and strongly object to them.

Why are Precinct 16 TMMs unanimously opposed to the Plan in WAs 10-15?

No “One and Done” or “Certainty”

The fundamental promise of the MOA – stated in public repeatedly – was “one and done:” after this massive expansion, there would be no more development at HV. This rested on two legal items: the development agreement (outlining the parameters of the build-out) and a deed restriction in perpetuity.

However, CHR subsequently insisted on 13 more bedrooms (converted from laundry rooms), and 18,000sf of additions to as many as 300 existing units (60sf each), allowed after 10 years.

Even after “one and done” had morphed into “one and done with exceptions,” we were still assured that a deed restriction in perpetuity would prohibit future development (“certainty”). But in late October we learned that the deed restriction is for only 20 years. There is no certainty of no more development.

Thus, the two major underpinnings of the MOA – presented as its fundamental benefits – are gone. **These violate the letter and spirit of the MOA, and exemplify CHR’s bad faith dealings and tactics.**

Inadequate and Segregated Affordable Housing

The Plan is *not* a 40B, so the Town loses potential units from its Subsidized Housing Inventory (SHI) (commonly known as ‘the 10%’), meaning more development. More importantly, we lose the opportunity for 5% more real affordable units. The 40Bs offer 77 affordable units vs. the 55 in the new Plan. The 40Bs would mean 387 units on the SHI vs. 148 under the Plan. A project this large should have more benefits for Brookline and for those who want to live here.

The new Plan calls for three apartment buildings: one has 25% of units affordable, one has 75% affordable, and the largest – a 234-unit luxury building – has *zero* affordable units. This may be legal, but is not in the spirit of how Brookline has created affordable housing.

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Green Belt **Not** Preserved; Traffic “closure” inadequate.

The 40B would put roads, parking, and buildings on the green belt; the new Plan includes no buildings but still calls for roads and parking – with *more* parking in some areas. The sliver of green belt remaining has water table issues and is not usable for recreation. The “playground” CHR touts is merely the size of two backyards. CHR’s promised donation has contingencies far into the future. The Ashville Road “closure” has numerous exceptions and would require constant police enforcement. The green belt will be destroyed either way. **There is no meaningful preservation of usable green space with the new plan.**

Articles Not Ready; Many Unknowns and “Gotchas”

WAs 10-15 are *still* not complete (as of 11/8), less than one week before Town Meeting. Boards have held hearings with incomplete information, and TMMs and the public have not had sufficient opportunity to properly vet legally complex documents. There have been numerous ‘errors’ uncovered during Town hearings and close reading by TMMs (such as 25,000sf of office space in the “community” building), all with significant ramifications. All parties need to be sure this agreement has been completed, fully vetted, and airtight to protect Brookline’s and neighborhood interests.

Bad Precedent for Brookline.

CHR had *one* 40B approved, and another proposed but suspended as negotiations began. The widely-reported ‘benefit’ of ‘reduced bedrooms’ in the new Plan is based on a **false premise** that combines the two 40Bs. In fact, the Plan *gives* CHR bedrooms with not enough in return. **CHR used the 40B process as a tactic.** Approving this Plan would set a bad precedent for negotiations with developers all over Town.

What happens if Town Meeting votes No Action on WAs 10-15?

A No Action vote does not mean we expect that Hancock Village will not be expanded. It means this plan is not ready to be put to a vote. It does not mean we’re saying “No” to reasonable development, nor does it mean we’re saying “No” to affordable housing; it certainly does not mean we’re precluding more negotiations. We hope to see a better settlement, one that allows for ample affordable housing without allowing a developer to prevail over our Town through bad faith negotiations and tactics.

Description	MOA 11/2016 (demolished units in parenthesis)			New Plan (as of 11/1/2017) (demolished units in parenthesis)		
	Units	BR	BR+loft/den	Units	BR	BR+loft/den
New construction						
1BR	166 (-7)	166 (-7)	166 (-7)	179 (-7)	179 (-7)	179 (-7)
1BR+loft/den	52	52	104	51	51	102
2BR	140 (-6)	280 (-12)	280 (-12)	116 (-6)	232 (-12)	232 (-12)
2BR+loft/den	24	48	72	24	48	72
3BR	0 (-1)	-3	-3	12 (-1)	36 (-3)	36 (-3)
Total (net)	368	524	600	368	524	599
Existing Buildings	None			12 laundry rooms to bedrooms 300 6x10 additions (18000 sq ft) 25000 sq ft additional office space.		
TOTAL Potential BR	600			Potential new BR = 599+312 = 911!!!		
Deed restriction	Perpetual development restriction			Max 20 year limit		
Trash house	“CHR will explore alternate locations for the recycling center that are mutually acceptable”			Was located 10 ft from abutters, now will be moved but the final location has not been described.		

For more information, please see www.PreserveBrookline.com