



# **40B Comprehensive Permit Application** June 28, 2018

# The Revitalization of Millers River Apartments

15 Lambert Street Cambridge, MA 02141

# Cambridge Housing Authority Cambridge Affordable Housing Corporation

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June 28, 2018

Board of Zoning Appeal City of Cambridge 831 Massachusetts Avenue Cambridge, MA 02139

**Re: Comprehensive Permit Application for Millers River Apartments** 

Dear Board of Zoning Appeal Members,

The Cambridge Housing Authority (CHA) is pleased to submit this comprehensive permit application in connection with the rehabilitation of Millers River Apartments, a 298-unit apartment building serving elderly and disabled households in East Cambridge. This comprehensive permit application is submitted in accordance with Massachusetts General Laws Chapter 40B, Sections 20-23.

This statute authorizes the Board of Zoning Appeal to grant exemptions from local ordinances and act on behalf of all local boards in this regard if the proposed housing is "reasonable and consistent with local needs." Because the proposed project is providing critical renovations to an existing building in order to preserve affordable housing in Cambridge, the CHA believes that this project meets those standards. In addition, this is the first phase of a multiphase master plan for the parcel, which has the potential to add new units of affordable housing in Cambridge. Elements of this Comprehensive Permit, such as the new community center addition and curb cut, are critical elements of the master plan to both improve programming and services for our residents and make way for new development in subsequent phases.

The CHA is an independent agency governed by a five-member Board of Commissioners with four members appointed by the City of Cambridge, and one member by the Commonwealth of Massachusetts. The Cambridge Affordable Housing Corporation, the Petitioner of this application, is 100 percent controlled by the CHA and all board members are the same with the addition of CHA's Executive Director. CHA is dedicated to enhancing the quality of life in Cambridge through innovative development and comprehensive management of communities and is currently managing 50 housing developments containing approximately 2,900 units of deeply affordable housing and administering over 4,500 Housing Choice vouchers. In the past ten years, CHA has served as the developer in projects totaling \$330 million to create or preserve 1,326 affordable units in Cambridge. In the past two fiscal years, the CHA has spent \$81.5 million on construction projects across the City of Cambridge.

At Millers River Apartments, CHA proposes to renovate 297 units (one of the existing housing units will be repurposed) and restore three units from a non-housing to housing use for a development project totaling 300 units of affordable housing in East Cambridge. Millers River consists of a 1.6-acre parcel of land bounded by four

very different urban edges. Cambridge Street, to the south, is a commercial "Main Street" filled with a diverse mix of local retailers, service providers and places of worship. Lambert Street, to the east, is a quiet residential street. Across Gore and Medford Streets to the north, is a big box retail development with easy access to shopping, restaurants, and health care. And on the east edge of the property lies the Grand Junction Railroad and the future site of the City's proposed Grand Junction Greenway. This lively location makes Millers River a prime location for housing.

One hundred percent of the units at Millers River building will be affordable to low-income households with incomes below 80 percent of area median income (AMI), and will have their rents subsidized through the Section 8 Project-Based Voucher Program. In addition, 282 of the proposed 300 units will be restricted to households at or below 60 percent AMI in accordance with the program requirements of the Low-Income Housing Tax Credit (LIHTC) Program. The average income of households at Millers River, however, is below 40 percent AMI, much lower than the affordability restrictions by the Section 8 and LIHTC programs. Due to the Project Based Vouchers at Millers River, all households at Millers River can achieve affordable rent levels equal to approximately 30 percent of the household's income.

The upcoming renovations at Millers River are long-awaited, coming after 15-plus years of planning efforts with residents and three previous development attempts in 2002, 2009, and 2012. Resident engagement in the planning and design process picked back up in earnest last summer as CHA aggressively pursued the required private activity bonds necessary to complete the project's financing. In the last year, the CHA has held 18 meetings, office hours, a Green Charrette, and other interactive events with residents at Millers River. In addition, some Millers River residents have been relocated to other CHA developments through a comprehensive relocation program and the CHA has stopped filling vacant units at the property to get ready for the construction.

The proposed rehabilitation of Millers River Apartments, long planned and long needed, is extensive given the design deficiencies, functional obsolescence, and building systems failures existing at the building. Since the building's original occupancy in 1972, the building has suffered from significant water and air infiltration through the windows and concrete structure of the building. Adding a new building envelope to the building will not only eliminate sources of water and air infiltration, it will also increase the energy efficiency of the building and provide for better resident comfort. Additionally, the building's ventilation system is non-functional which impacts the air quality in the building while also placing the building under negative pressure (aiding the water and air infiltration and creating a wind tunnel affect as doors open and close). The existing plumbing and sanitary piping is very brittle, and prone to failure. The electrical system is antiquated and is from a manufacturer that is no longer in business, so repair or replacement parts are not available. Many of the kitchens and bathrooms are original, and well beyond their useful life. The building would also benefit from converting the existing studio apartments into small one-bedroom units by incorporating the recessed balconies into interior living space. One-bedroom apartments are much more desirable and marketable than studio apartments. Finally, complicating the rehabilitation, is the presence of asbestos containing materials in the floor mastic, in the ceiling coating, and in the joint compound of the drywall.

Construction at Millers River, which is estimated to cost \$95 million, is being funded via a mix of sources including private equity via 4% Low Income Housing Tax Credit (LIHTC) Program, tax exempt bonds, long-term private debt, and loans from the CHA. The project is on a very tight schedule, and must close on its financing before the end of the year or risk losing it. Indeed, the CHA has been working for years to assemble a funding path forward for this very expensive rehabilitation at this large property. A critical element of the Millers River funding was the 2016

approval by the U.S. Department of Housing and Urban Development (HUD) to provide Section 8 vouchers for the property through HUD's finding that the property met the definition of obsolescence under Section 18 of the U.S. Housing Act of 1937 (as amended). The added income provided by these Section 8 vouchers will allow the CHA to fund approximately half of the needed renovations. HUD's approval of the Section 8 vouchers established a December 31, 2018 deadline to close on the financing for the Millers River rehabilitation. The second half of the rehabilitation cost will be funded through private equity the property will receive through the Low-Income Housing Tax Credit Program. As part of its financing and to obtain the tax credits, the CHA received an allocation of tax-exempt private activity bonds from the Commonwealth of Massachusetts for the Millers River project. These bonds also require that the CHA close on the financing by the end of the year or risk having them withdrawn from the project.

This comprehensive permit application is specific to renovating the existing tower and building a new community center and does not cover any future development proposals. Millers River is located across two zoning districts under the Cambridge Zoning Ordinance and one 510-square-foot zoning district under the Somerville Zoning Ordinance: Business A (B-A) and Residence C-3 (C-3) in Cambridge, and Business B in Somerville. In this comprehensive permit application, CHA is seeking relief from the Board of Zoning Appeal as described below.

**Dimensional Regulations:** Millers River will require dimensional relief regarding front and side setbacks in the C-3 district.

• Minimum Setback – Side Yard/Railroad Right of Way: The existing tower, the existing community building, and the connector to the existing community building at Millers River Apartments are proposed to remain. The existing tower is completely within the C-3 district and is 59'5" from the lot line. The existing community building spans the B-A and C-3 districts and is built to the lot line. The Ordinance requires a roughly 75-foot setback from the Grand Junction Rail in the C-3 district and the Special Permit for Millers River from 1971 did not specifically reference setback relief for the original building or subsequent community building, creating an existing non-conforming 0-foot setback in the C-3 district. Ninety seven square feet of the existing community building is built in the C-3 district.

In addition, a new Community Center is proposed as an addition to the existing tower. Management offices will move into this new addition, as well as other functions currently housed in the existing community building. The new Community Center will provide amenities far closer to the core tower residences, allowing the existing community building to be re-purposed to more effectively serve the neighborhood, as well as the Millers River residents. The existing community building will be used for construction manager office space during the three-year construction period and overflow space for the CHA's Work Force program until there is a funding path for new development on Cambridge Street. Due to the lack of buildable land, as well as a desire to reserve a portion of the site for future development, the new Community Center was designed close to this side property line with a 5'6" setback from the Grand Junction Rail. The width of the railroad right-of-way along this property line is 47 feet, providing more than a 50-foot buffer to the nearest structures across the rail line.

- Minimum Setback Front Yard/Lambert Street: The original Special Permit for Millers River from 1971 did not grant setback relief for the tower, but based on current calculations the setback does not conform. The Ordinance requires a roughly 72-foot setback from Lambert Street, however, the tower was built with a 49'2" setback. In addition, the upcoming renovation calls for up to eight inches of cladding to the exterior of the building. After accounting for the four-inch exemption for insulation in Article 22.43.2, the requested setback is 48'10" at Lambert Street.
- Minimum Setback Front Yard/Gore Street: The original Special Permit for Millers River from 1971 did not grant setback relief for the tower. The Ordinance requires a roughly 61-foot setback from Gore Street, however, the tower was built with a 43'10" setback, making this an existing non-conforming dimension. In addition, the upcoming renovation calls for up eight inches of cladding to the exterior of the building. After accounting for the four-inch exemption for insulation in Article 22.43.2, the requested setback is 42'8" at Gore Street.

Vehicle and Bicycle Parking: Millers River will require relief regarding quantities of car and bicycle parking.

- Vehicle Parking: The original 1971 Special Permit was for 76 spaces. However, at that time, there was no requirement for accessible parking spaces or van accessible spaces. Meeting requirements for accessibility, providing a paved area for short-term bicycle parking, and re-configuring the existing parking lot to accommodate the new Community Center decreases parking in the existing lots to 70 spaces. The current lot is rarely filled; typically there are 10 to 12 spaces available at any given time in the main lot.
- <u>Bike Parking Long Term</u>: A survey of existing residents at Millers River was taken in the Fall of 2017. The survey indicated that approximately 10 percent of residents said that they had bikes, which translates to about 30 bikes. Some residents reported that they kept their bikes in their apartments, rather than in the bike racks. Currently, when bikes are kept on site, they are chained to the existing fence. The new short-term bike spaces in the parking lot will provide 16 spaces for bikes to be locked on a temporary basis and within visual observation from the building. A new bike structure will be provided on the corner of the existing tower at the Gore Street side of the property. This new covered structure will allow for covered, locked bike parking for 32 users.

**Noise Ordinance:** Millers River will require variances from the City of Cambridge Noise Control Ordinance, Chapter 8.16 of the Municipal Code.

• Measured Noise Disturbance: There is currently a generator on site that was moved many years ago from the basement to the exterior of the building. This generator sits about 10 feet from the Lambert Street property line and is exercised for approximately 15 minutes, once per week, on a week day. Similarly, the proposed generator will only run for approximately 15 minutes, once per week, on a week day and is located further away from Lambert Street residents than the existing generator. Additionally, it will have hospital grade sound attenuation. The generator is a key life safety issue for the project, as several

electrical items will be connected to it, including an elevator, emergency lighting, fire alarm systems, and other critical systems. The variance requested is for a sound level of 75 dB(A) in lieu of 60 dB(A) for the emergency generator.

**Curb Cut:** The Lambert Street entrance will be reconfigured with a new curb cut and pull off to create a true entrance to the building for residents and visitors while reducing illegal double parking on Lambert Street. The new curb cut will require the removal of six existing trees, three of which will be lost to create the driveway and provide paved waiting areas for residents and three of which will be replaced along the perimeter of the driveway. The curb cut has been designed to save a prominent linden shading the public right-of-way.

Land Disturbance Regulations: Millers River will require relief from the City of Cambridge Wastewater and Stormwater Drainage Systems, Chapter 13.16, Article IV, Section 14 of the Municipal Code regarding phosphorous reduction. The proposed drainage system will generally consist of drywells, area drains, manholes, porous pavement, and underground pipes. Underground detention tanks will be installed (adjacent to the proposed new Community Center) which will capture and manage runoff from the roof of the new building. The proposed stormwater management system has been sized to meet the City of Cambridge rate reduction (25-2) requirement. Water Quality (TSS and phosphorous removal) will be met to the maximum extent practicable by using drywells to replace existing catch basins in the parking lot providing treatment for the parking lot runoff, using porous pavement in the new curb cut drop off at the Lambert Street entrance, and with the construction of a new pipe infiltration system under the main parking lot off of Gore Street as shown on the attached drawings. The pipe infiltration system will provide additional phosphorous treatment from the parking lot and roof runoff from the tower building and new community building. The project will attempt to fully meet the City's 65 percent phosphorous removal however it may be difficult to fully comply and the project will provide mitigation to the maximum extent practicable as agreed to with the City of Cambridge DPW. However, a structured phosphorus mitigation system is not economically or operationally feasible at this time and therefore, the maximum amount of phosphorus mitigation will be achieved through the drywell replacement plan.

Sustainable Design and Development: Millers River will require relief from Article 22 of the Cambridge Zoning Ordinance because the CHA will use Enterprise Green Communities criteria instead of LEED criteria required in Article 22.23 of the Ordinance. The building, however, will be certified via the Enterprise Green Communities program which requires the building to achieve energy savings of at least 15 percent above code, advanced water savings, as well as measures intended to support resident health and comfort such as low VOC products, increased ventilation, air sealing, and thoughtfully designed units and community spaces.

Proposed Zoning Petition to Amend Section 20.70 Flood and Create Section 20.80 Green Factor: Millers River will require the BZA to waive the project of the proposed amendments to Section 20.70 Flood Overlay District and new Section 22.80 Green Factor of the Cambridge Zoning Ordinance. As these amendments are merely proposed and the requirements are not finalized, it is ambiguous whether the articles even apply to Millers River. The ordinance as currently drafted establishes three areas where the overlay district will apply: FEMA Flood Insurance Rate Maps (FIRMs), the City's 2015 Climate Change Vulnerability Assessment (CCVA) Part 1, and the City's 2017 CCVA Part 2. Millers River is not in a flood hazard area designated as Zones A, AE, and X on the Middlesex County FEMA FIRMs (see attached). The City's online Flood Viewer tool shows the potential for flooding at the edge of the property but not within the footprint of an existing or proposed building onsite (see attached). It is unclear whether the petition applies to any parcel or any building footprint touched by the potential for flooding apply according to the aforementioned maps. However, the requirements of both ordinances would be devastating to the renovation of

Millers River. The following outlines a selection of the proposed zoning petition's requirements that are prohibitive to the preservation and development of affordable housing at Millers River.

- Criteria Related to Raising Building Elements Above the Highest 500-Year Flood Elevation:

  The CHA believes that the entire Millers River site is two feet above the highest 500-year flood elevation, however, we cannot confirm on FIRMs or the Middlesex County Flood Insurance Study dated June 4, 2010, the two documents listed in the ordinance. If the footprint of Millers River is not above the line, however, Article 20.75.9.10 is completely infeasible as it would require lifting the entire tower and moving life safety systems off the ground level. The CHA has the policy of using diesel powered Emergency Generators so that the buildings are not reliant on grid-supplied utility gas in the event of an extended power outage event. Because the generators are fueled by diesel, the supply must come in from trucks which need to meet the generator tanks at grade. Raising the generators above the ground level would necessitate either using grid-supplied natural gas or creating an elaborate pumping system at grade which would be impractical and susceptible to the same flooding concern raising the life safety system is supposed to alleviate.
- <u>Flood Protection</u>: The Flood Protection Article (20.715) dictates that all residential units shall be located on the second floor or higher. This means losing seven residential units at Millers River, even when the first floor of the building is above FEMA's 500-year flood elevation.
- 30 Percent Tree Canopy Cover: The Tree Canopy Article (20.712) dictates that the minimum Tree Canopy Coverage shall be no less than 30 percent of the gross lot area. The existing ratio of open space at Millers River is 30 percent, significantly higher than the required ratio of 10 percent. In the proposed design we are slightly decreasing the ratio of open space to 29.5 percent. This requirement would dictate that all existing open space onsite be covered in tree canopy, and while the CHA encourages tree canopy cover and shaded open spaces, it would mean no viable plazas or courtyard where residents can host outdoor events.
- Permeable Open Space: The Green Factor Ordinance includes calculations for various levels of subsoil and planting conditions. To create the calculation, these criteria are written to accommodate new plantings or landscaping plans where a developer would be converting from existing surfaces and creating a new permeable condition. However, in the case of Millers River, the majority of green space is preserved planting and lawn areas wherein verifying subsoil conditions would necessitate the removal of existing planting areas. Where the CHA is modifying parking areas or creating new hard surfaces, the project is specifying permeable surfaces per the standards and goals of the proposed ordinance.
- <u>Timeline</u>: Finally, even if Millers River could reasonably meet all of the requirements of the
  ordinances, the dictated timeline for zoning approval is ruinous to the project. First, the
  CHA would have to re-do designs which were prepared before the proposed ordinances
  were scheduled for Ordinance and Planning Committee meetings and gather additional
  reports and documentation listed in Articles 20.74 and 20.75, then the CHA would have to

submit a special permit application to the Conservation Commission and City Engineer for a 45-day review period, and finally the CHA would have to apply for a special permit, which takes 155 days from submission to public hearing. As described above, Millers River is on a strict deadline to complete its financial closing before the end of the 2018 because the building runs the risk of losing Section 8 PBVs worth and over \$110 million in financing if it doesn't close before the end of the year. These ordinances, if applicable, would force the project to miss this critical deadline.

All of the zoning relief required for the project is reasonable. The requested relief is modest, and either captures an existing non-conforming dimension or is rooted in the goal of building and improving affordable housing in the City. Though we are requesting relief from the proposed amendments to Section 22.70 and the new Section 22.80, the Millers River project is being designed and built in compliance with city-wide environmental objectives and draft goals of the Envision Cambridge master planning process referenced in the zoning petition. The CHA prides itself on building for the long term, incorporating as much redundancy and safeties into our building systems as practicable to maintain a comfortable living environment 24/7/365 for the residents of Cambridge which we house. For example, as with all of CHA's elderly properties, Millers River is being designed as a place of critical refuge for its residents during an extended power outage with tempered common areas with power and services for the residents in the event of an emergency. The project is also relocating most mechanical equipment from the basement to a new rooftop penthouse and will be certified via the Enterprise Green Communities program, which requires the building to achieve energy savings of at least 15 percent above code.

Approval of this comprehensive permit application by the Board is critical to the project as the \$110 million in financing commitments for Millers River are contingent on zoning approval. The CHA sincerely hopes that the Board looks favorably upon this request, which will allow us to renovate affordable housing in vital need of improvements and clear space onsite for much needed affordable housing in Cambridge.

Sincerely,

Michael J. Johnston

Executive Director, Cambridge Housing Authority

Commissioner, Cambridge Affordable Housing Corporation

## National Flood Hazard Layer FIRMette

250

500

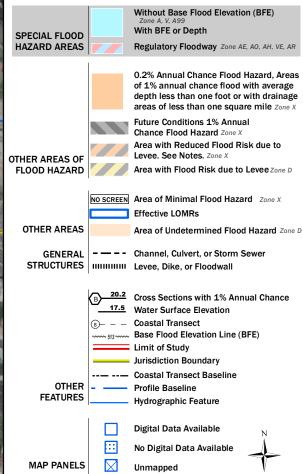
1,000

1,500



### Legend

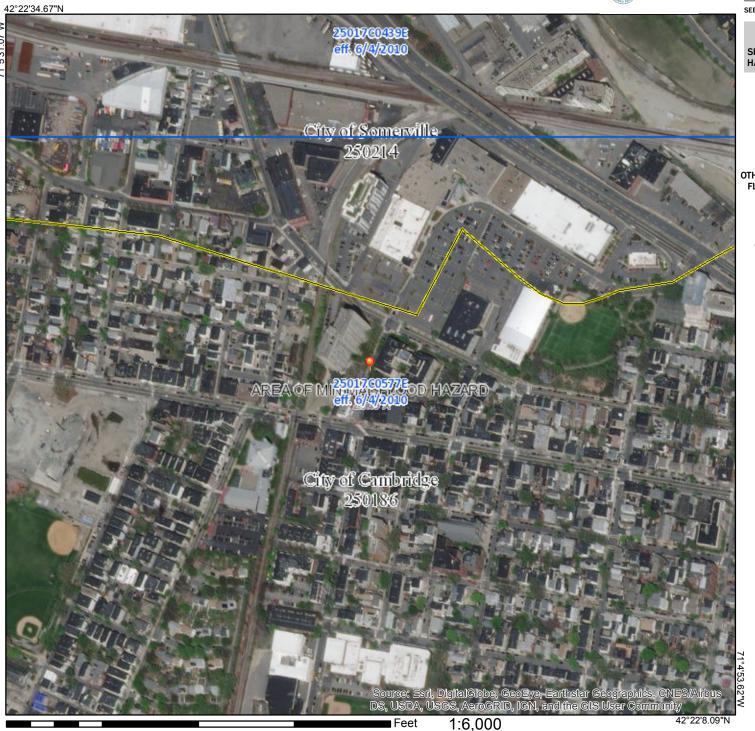
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/11/2018 at 1:24:38 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



2,000

# Cambridge FloodViewer Pilot



Kleinfelder, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community



# Section 2 Comprehensive Permit Application

**Comprehensive Permit Application** 

Dimensional Form – 2 copies

Existing Special Permit (1971)

Building Tabulations – 2 copies

Deed

Ownership Certificate – 2 copies

Project Eligibility Letter (June 18, 2018)

Millers River Use Agreement: Eligibility Standards, Long-Term

Affordability, and Funding

**Evidence of Need of Affordable Housing** 

Filing Fee



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15

## City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA. (617) 349-6100

TO: Board of Zoning Appeal
(Specify Local Board or Agency)

## NOTICE OF FILING OF A COMPREHENSIVE PERMIT APPLICATION

REGARDING: 15 Lambert Street, Cambridge, MA, 02141 (Address of Property)

Please be informed that an application for a Comprehensive Permit for the development of low or moderate income housing at the above referenced property has been filed with the Cambridge Board of Zoning Appeals, and is scheduled for a hearing at p.m., on Thursday,, at the Ackerman Hearing Room
(Rm. 200) in City Hall.
A copy of the Comprehensive Permit application is attached. The relief requested in the application includes:
Article 5.31, Table 5-1 (5), dimensional relief for front setback on Lambert Street (C-3), dimensional relief for side setback at the RR. ROW (C-3), and dimensional relief for front setback on Gore Street (C-3); Article 6.36.1.g, parking reduction relief; Article 6.107.2, bicycle parking reduction relief; Chapter 8.16 of the Municipal Code, Article 8.16.060, measured noise disturbance relief, generator; New curb cut on Lambert Street; Chapter 13.16 of the Municipal Code, Article 13.16.4.14, measured phosphorus removal Article 22 Sustainable Design and Development; Zoning petition received from Douglas Brown et al to amend the zoning in Section 20.70 Flood Overlay District and create a new Section 22.80 Green Factor
In acting on Comprehensive Permit applications, the Board of Zoning Appeals has the power to grant any permits or approvals, which would otherwise be required from other local agencies. The Board requests that
Board prior to that hearing date.

Please contact the Zoning Specialist at (617) 349-6100, to receive further information on this Comprehensive Permit proceeding.

## COMPREHENSIVE PERMIT APPLICATION

	PETITIONER: Cambridge	e Affordable Housing Corporation
	PETITIONER'S ADDRESS:	362 Green Street, Cambridge, MA, 02139
	PETITIONER'S TELEPHONE:	617-520-6251
	NAME, ADDRESS, AND PHONE I (If different from Petitioner):	NUMBER OF CONTACT PERSON
	LOCATION OF SITE:	15 Lambert Street, Cambridge, MA, 02139
	DESCRIPTION OF PROJECT:	pro cost building and an attached and stary community building the
fronts Cambridg unit) serving an unit, totaling 300 of a new curb co	ge Street. There are currently 298 un elderly/disabled population. After co 0 units (297 one-bedroom units and ut on Lambert Street and new Comm	pre-cast building and an attached one-story community building that its (219 studio units, 78 one-bedroom units, and one two-bedroom instruction, there will be a net of three new units, and the loss of one three two-bedroom units). The project also includes the construction unity Center on the western edge of the site.  OR REQUIRMENTS FROM WHICH RELIEF IS
	Relief Requested: Applic	able Local Board or Authority:
2. <u>\$</u> 3. <u>\$</u> 4. <u>\</u> 5. <u>E</u> 6. <u>\</u> 7. <u>\</u> 8. <u>L</u> 9. <i>E</i>	Setbacks: 5.31 (Lambert Street Front Setbacks: 5.31 (RR ROW Side) Setbacks: 5.31 (Gore Street Front) /ehicle parking: 6.36.1.g Sicycle parking: 6.107.2 Noise Ordinance: 8.16.060 Curb cut at Lambert Street Land Disturbance Regulations: 13.16 Article 22 Sustainable Design and De Zoning petition received from Dougl	Board of Zoning Appeal
	<ol> <li>Please specify whether Petitio</li> <li>( ) A public agency</li> <li>(x) A non-profit organization</li> <li>( ) A limited divided organization</li> </ol>	
-	The proposed project is an occupied	rehabilitation of the existing Millers River Apartments. Instruction of a new community center for the apartment building.

3. Does the Petitioner own and control the site? \_\_\_\_\_ If not, please describe the anticipated circumstances and time frames under which the Petitioner will acquire ownership and control of the site. If there are additional owners, please identify each owner, including name, address and the ownership interest for each owner identified. Please ATTACH a copy of the deed, purchase and sale agreement or option agreement.

Please see the attached deed and ownership certificate. Cambridge Affordable Housing Corporation is the 100% owner of Millers River Holding LLC, which currently owns Millers River Apartments. At the financial closing later this year, Millers River Apartments will be transferred by Millers River Holding LLC to Millers River LLC, which will be 99.9% owned by the Cambridge Housing Authority's LIHTC investor and 0.01% owned by Millers River Manager LLC which will be owned by the Cambridge Affordable Housing Corporation. At that time, the Comprehensive Permit will be transferred to Millers River LLC (which shall be a limited dividend entity) and the Applicant requests the Zoning Board of Appeal's approval, as part of the issuance of this Comprehensive Permit, of such transfer.

What are the sources of the public subsidy for the proposed project? Please ATTACH project eligibility letter, site approval letter, or other evidence of subsidy for this project.

The project is being funded via a mix of sources, but not limited to: private equity via LIHTCs (4%), tax exempt bonds, escrow funds resulting from the conversion of Millers River to the Section 8 program, and short-term and long-term private debt. The CHA has also been working with MassHousing on Project Eligibility under Chapter 40B. While MassHousing finds CHA's application materials satisfactory per 760 CMR 56.04(03) they are awaiting public comment from the city of Somerville (500 sf of the site is located in Somerville) under the required 30-day review period. The 30-day comment period for the city of Cambridge closed on June 7. See the attached letter from MassHousing.

- 5. Total number of dwelling units proposed: 300 (298 Existing, 1 Re-purposed, 3 New)

  Total number of affordable rental units: 300 (298 Existing, 1 Re-purposed, 3 New)

  Total number of affordable home ownership units:
- 6. Please describe the eligibility standards for low and moderate income occupants and the duration of the affordability restrictions for the project. If you refer to program regulations or guidelines, please attach copies.

Of the 298 existing units, 297 are restricted to the Section 8 Project Based Voucher program for households at or below 80% AMI. These affordability restrictions are secured by the Millers River Use Agreement by the US Department of Housing and Urban Development attached. In addition, 281 of the proposed 300 units will be LIHTC eligible units and restricted to households at or below 60% AMI. The average income at Millers River, however, is below 40% AMI, much lower than the affordability restrictions by the Section 8 and LIHTC programs. All residents at Millers River pay only 30% of their income toward rent.

7. How will this project meet local needs for low income and moderate income housing?

The renovation of 297 existing apartments and new construction of 3 apartments will add much-needed affordable housing for elderly and disabled residents in Cambridge. There are currently 5,356 distinct households on CHA's waitlist seeking elderly/disabled housing.

- 8. Please provide a complete description of the proposed project, and include with this Comprehensive Permit Application, each of the following items:
  - a. <u>Site Development Plans</u> site development plans showing locations and outlines of proposed buildings; the proposed locations, general dimensions for streets, drives, parking areas, walks and paved areas; and proposed landscaping improvements and open areas within the site; (2 copies)
  - b. Report on Existing Site Conditions a summary of conditions in the surrounding areas, showing the location and nature of existing buildings, existing street elevations, traffic patterns and character of open areas, if any, in the neighborhood;
  - <u>Drawings</u> scaled, architectural drawings, including typical floor plans, typical elevations and sections, and identifying construction type and exterior finish. All projects of five or more units must have site development plans signed by a registered architect;
  - d. <u>Building Tabulations</u> a tabulation of proposed buildings by type, size (number of bedrooms, floor area) and ground coverage, and a summary showing the percentage of the tract to be occupied by buildings, by parking and other paved vehicular areas, and by open areas; (2 copies)
  - e. <u>Subdivision Plan</u> where a subdivision of land is involved, a preliminary subdivision plan; (2 copies)
  - f. <u>Utilities Plan</u> a preliminary utilities plan showing the proposed location and types of sewage, drainage, and water facilities, including hydrants;
  - g. Dimensional Form provided with application; (2 copies)
  - h. Photographs photographs of site and existing buildings;
  - i. <u>Assessor's Plat</u> available at City of Cambridge, Engineering Department, 147 Hampshire Street, Cambridge, MA.;
  - j. Ownership Certificate 2 Notarized copies, provided with application.



## City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA. (617) 349-6100

TO:

Board of Zoning Appeal

FROM:

Cambridge Housing Authority

RE:

Millers River Apartments (15 Lambert Street)

PETITIONER: Cambridge Affordable Housing Corporation

The Petitioner has applied to the Cambridge Zoning Board of Appeals for a comprehensive Permit to create affordable/low income housing at the above referenced property.

Pursuant to Chapter 774 of the Massachusetts General Laws, the Zoning Board of Appeals by the Comprehensive permit process is empowered to grant all necessary permits and licenses that are normally granted by other City agencies or Boards.

If any city agency or board is interested in this case or normally they would grant relief for this development, they should forward all correspondence to the Board of Zoning Appeal before the scheduled hearing dated, as there will be no other hearings will be scheduled for this case.

If you have any questions, please call Ranjit, or Maria at (617) 349-6100.

I certify that the information contained herein is true and accurate to the best of my knowledge and belief.

Petitioner's Signature

C/27/2018 Date

#### BZA APPLICATION FORM

#### DIMENSIONAL INFORMATION

APPLICANT:		idge Afforda ration	ble Housing	PRESENT USE/OCCUPANCY:	Residential		
LOCATION:	15 La	mbert Street		ZONE:	Business A, Residence	e C-3	
PHONE:	(617)	520-6251		REQUESTED USE/OCCUPANCY:	Residential		
			EXISTING CONDITIONS	REQUESTED CONDITIONS	ORDINANCE REQUIREMENTS (1)	1971 SPECIAL  PERMIT CONDITIONS	
TOTAL GROSS FLOOR AREA:			205,251	220,736 (a)	192,881	220,736 (a) max.)	
LOT AREA: (b)		Business A Residence C-3	10,643	10,643	None 5,000	16,549 (min.) 54,837 (min.)	
		Combined	71,389	71,389	5,000	71,386	
RATIO OF GROSS FLOOR AREA TO LOT AREA: (2)		Business A Residence C-3	0.79	1.22	1.00	1.22 (max.)	
LOT AREA FOR EACH DWELLING UNIT:	-		239.6	234.8	B-A = 600, C-3 = 300	234.8 (min.)	
SIZE OF LOT:		WIDTH DEPTH	175' 0" ± 400' 0" ±	175' 0" ± 400' 0" ±	50' 0" None	175' 0" ± (min.) 400' 0" ± (min.)	
<u>Setbacks in Feet:</u> (c)	: C-3	FRONT	49' 2" ±	48' 10" ± (d)	72' 5" ±	N.A. (min.)	
R.R. R.O.W.		SIDE	0' 0" ±	0' 0" ±	80'     " ±	N.A. (min.)	
Cambridge	C-3	FRONT	134' 3" ±	59' 10" ± (d)	59' 10" ±	<b>N.A.</b> (min.)	
Gore	C-3	FRONT	43' 10" ±	42' 8" ± (d)	60' I I " ±	<b>N.A.</b> (min.)	
SIZE OF BLDG.: (e)		HEIGHT	161' 0"	161'0"	120' 0"	161'0" (max.)	
		LENGTH WIDTH	394' 6" 127' 3"	394' 10" (d)		88' 6"	
RATIO OF USABLE OPEN SPACE TO LOT AREA: (3)	-		30% ±	10.0% ±	10.0% ±	30% ± (min.)	
NO. OF DWELLING UNITS:			298	304	221	304 (max.)	
NO. OF PARKING SPACES:			73	70	300	<b>76</b> (min./m	max.)
NO. OF LOADING AREAS:			0	0	Not Required	Not Required (min.)	
DISTANCE TO NEAREST BLDG. ON SAME LOT:			N.A.	N.A.	10' 0"	10'0" (min.)	

Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

The existing lot contains two buildings; the existing high-rise residential building and an existing community building which is connected to the high-rise via an existing enclosed connector structure. The existing high-rise, the existing community building and the existing connector will remain. A new steel framed community center building addition will be attached to the existing high-rise at the first floor and at the third floor.

<sup>(1.)</sup> SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).

<sup>(2.)</sup> TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA.

<sup>(3.)</sup> OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.

### **FOOTNOTES**

- (a) The total floor area calculated in the 1971 Special Permit was 207,539 square feet. This was calculated as the gross floor area of the tower in the C-3 district and the gross floor area of the connector and the existing 2 story building on Cambridge Street, which was all in the Business A district at that time. For the tower, the basement and maintenance areas on the first floor were not included. addition, in the tower, areas that were used for chases or for the grounds equipment room were also deducted. existing building on Cambridge Street was a 2 story structure, which was demolished circa 1975 and replaced with the existing 1 story community building. The allowable floor area as per the 1971 Special Permit was a FAR of 1.22 in Business A and a FAR of 3.42 in Residence C-So the total allowable floor area as per the 1971 Special Permit was  $1.22 * 16,549 \text{ ft}^2 + 3.42 * 54,837 \text{ ft}^2 =$ 207,732 ft<sup>2</sup>. Note that the current 2018 survey indicates the lot has 10,643 ft<sup>2</sup> in Business A, and 60,746 ft<sup>2</sup> in Residence C-3. Applying the 1971 FAR ratios to the actual lot areas results in 1.22 \* 10,643 ft<sup>2</sup> + 3.42 \* 60,746 ft<sup>2</sup> = 220,736 ft<sup>2</sup>.
- (b) The lot contains 510 square feet of land, which is in Somerville. This parcel is at the Northwest corner of the lot and is not being used for any buildings. This 510 square feet is not included in any of the calculations. There is a discrepancy between the areas in Business A and Residence C-3. The correct areas are from a survey done in 2018.
- (c) The 1971 Special Permit included an existing 2 story building on Cambridge Street, which was entirely in the Business A district. However, it did not include the existing building in its Setbacks and Size of Building Calculations. After the high-rise apartment building was completed, the existing 2 story building on Cambridge Street was demolished circa 1975. A new 1 story community building was constructed on Cambridge Street with setbacks of 0'0" +/- from the property lines on Cambridge, Lambert, and at the RR ROW. The side setback to the C-3 district line was also 0'0" +/-. This new building was connected to

the existing high-rise connector corridor. This Comprehensive Permit application corrects that error.

(d) The existing dimensions to the centerline of Lambert Street and Gore Street are given under the Existing Conditions column. The building is being clad with an insulated panel system, which will add 8"± to each face of the building. A maximum exemption of 4 inches is allowed for re-insulating a building; therefore the Requested Conditions reflect a reduction of 4 inches (8 inches added - 4 inches allowed) in the distance from the face of the newly clad building to the centerline of the street. The length of the building increases by 4 inches due to this added cladding on the Gore Street side. The width of the building increases by 4 inches on each side (Lambert and RR ROW) for a total of 8 inches.

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		Combined	71,389	71,389	5,000	71,386	
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LOT AREA FOR EACH DWELLING UNIT:	-		239.6	234.8	B-A = 600, C-3 = 300	234.8 (min.)	
SIZE OF LOT:		WIDTH DEPTH	175' 0" ± 400' 0" ±	175' 0" ± 400' 0" ±	50' 0" None	175' 0" ± (min.) 400' 0" ± (min.)	
<u>Setbacks in Feet:</u> (c)	: C-3	FRONT	49' 2" ±	48' 10" ± (d)	72' 5" ±	N.A. (min.)	
R.R. R.O.W.		SIDE	0' 0" ±	0' 0" ±	80'     " ±	N.A. (min.)	
Cambridge	C-3	FRONT	134' 3" ±	59' 10" ± (d)	59' 10" ±	<b>N.A.</b> (min.)	
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SIZE OF BLDG.: (e)		HEIGHT	161' 0"	161'0"	120' 0"	161'0" (max.)	
		LENGTH WIDTH	394' 6" 127' 3"	394' 10" (d)		88' 6"	
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NO. OF PARKING SPACES:			73	70	300	<b>76</b> (min./m	max.)
NO. OF LOADING AREAS:			0	0	Not Required	Not Required (min.)	
DISTANCE TO NEAREST BLDG. ON SAME LOT:			N.A.	N.A.	10' 0"	10'0" (min.)	

Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

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# CITY OF CAMBRIDGE BOARD OF ZONING APPEAL

October 15, 1971

In reference to the petition of MASSACHUSETTS INSTITUTE OF TECHNOLOGY, by
ANTONY HERREY, requesting Special Permit under provisions of Article VI, Sec. 9,
(lot area/DU for elderly); Article VII, Sec. 2, Par. e (parking 25%); Article VII,
Sec. 3 (pkg. within 5 ft. of bldg. & lot lines, and parking spaces less than req.);
and variance of Article V, Sec. 2 (Table of Dimens. Require. and FA/LA) of the
Zoning Ordinance, as it pertains to premises known as:
663-669 CAMBRIDGE STREET, 1-19 LAMBERT STREET, & 168-186 GORE STREET, Cambridge,
Massachusetts, to permit construction of (304) apartments for housing for the elderly,
and remodeling of existing commercial building to provide common areas and retail space,
please be advised that the petition has been GRANTED, and a copy of the decision has
been filed this date with the office of the City Clerk.

illian Novak, Secretary.

Case No. 4192-Z.

## DIMENSIONAL FORM - APPLICATION TO BOARD OF ZONING APPEAL:

LOCATION: 663-669 Cambridge St., 1-19 Lambert S	St., 168-186 Gore St.	ZONE: Bus. A & C-3
OWNER: Massachusetts Institute of Technology	ADDRESS OF OWNER: 120 Ma	nst. Real Est. Office, W-3 ass. Avenue, Cambridge
REQUESTED USE/OCCUPANCY: Residential, Retail E	Business and Consumer Ser	rvice
PRESENT USE/OCCUPANCY: Retail Business and (	Consumer Service	
Existing Conditions:	Requested Conditions	REQUIRED CONDITIONS: (to be filled in by the Supt. of Buildings)
AREA OF LOT: excluding 510 sq.ft. in Somerville	71.386 sq.ft.(1)	5000 sq.ft. Bus. A - 1.0 or 1.75
RATIO OF TOTAL FLOOR AREA TO LOT AREA:	Bus. A - 1.22 2.91 C-3 - 3.42(2)	C-3 - 3.0
MINIMUM LOT AREA FOR EACH DWELLING UNIT:	234.8 sq. ft.	Bus. A - 600 sq.ft. C-3 - 300 sq.ft.
SIZE OF LOT: Width:	175' <u>+</u>	50 '
Length:	400' +	none
Front: Lambert Street	72']"	72'1" (3)
YARDS: (set-back): Recexix Front: Gore Street	80 ' ±	43! +
Pro- posed Maxxxxixxx Front: Cambridge St.	225' +	45 ' <u>+</u>
Bldg. Rikght Side: West: R.R. R.O.W.	95 ' +	60 ' +
Proposed SIZE OF BLDG: Height:	136' and 161'	none
Length:	210'7"	none
Width:	88'6"	none
NUMBER OF DWELLING UNITS:	304	210 PK
NUMBER OF PARKING SPACES:	76	304 (4)
NUMBER OF LOADING AREAS:	0	0 (4)
SIZE OF BLDGS. ADJACENT ON SAME LOT:	100' x 107' x 30'	N/A
DISTANCE TO NEAREST BLDG:	26'6"	10 '
OTHER OCCUPANCIES ON SAME LOT:	Retail Business and Consumer Service	Permitted
RATIO OF USABLE OPEN SPACE TO LOT AREA:	30% <sup>+</sup> (C-3 district)	10%
TYPE OF CONSTRUCTION: 1		
NUMBER OF STORIES: (proposed building)	16 and 19	none
Cara and a surface of the surface of	SUBMIT: Plot P	lan July 30, 1971
See attached Notes (1) - (4)	Parking Pl	an <u>July 30, 1971</u>
(over)	Building Pla	ns June 24Page9761

Notes for Dimensional Form 663-669 Cambridge St., 1-19 Lambert St., 168-186 Gore St.

(1) 54,837 sq. ft. in C-3 district 16,549 sq. ft. in Bus. A district

(2)	9-11 (3 12-13 (2 14-16 (3 17-19 (3 Stair a Chases:	x 10,712) x 10,858) 2 x 11,296) 3 x 11,880) 3 x 6,193) t roof 15 sq. ft. x 325 98 sq. ft. x 19 eqpt.room	9,386 74,984 32,575 22,592 35,640 18,579 706  4,875 1,862 340	194,462 sq. ft. (7,077) sq. ft.
	Area in C-3 dis	trict		187,385 sq. ft.
	Corridor Existing Bldg.: Area in Bus. A Total Floor Area		1,154 8,700 10,300	20,154 sq. ft. 207,539 sq. ft.

- (3) See Setback calculations
- (4) Parking and loading facilities not required for building in existence on effective date of ordinance.

(3) SK-6 SET BACK CALCULATIONS

22 JULY 1971

PLANE	AREPO	DISTANCE "	PET TIME TO TAKE	707AL	
A	914	x 75.33	Ø	68,852	
B	631	X 55.75	6	35,178	
Br	853	× 52.17	5	44501	
B3 B9	611	x 48.92	5 2	29890	
C'	873	X 45.33 X 45.75		39573	
Ce	3727 5181	x 42.17	3	170510	
D'	3269	13.92	8	45504	
Dr	4460	× 10.33		46072	
$D^3$	1196	x 7.25	8.	8309	
Do	1671	× 3.67	9	6133	
E	1972	x 3.75°	:	5520	
ER	2198	× .17	2	365	
F	4589	2.0	0	9178	
	<b>ಿ</b> ಕೆಲುಕಾಗುಳಿಯುವ ಬರುವ ಬರುವ ಬರುವ ಬರುವ ಬರುವ ಬರುವ ಬರುವ ಬರ	,	Q	Terror and an annual control of the	
ac 81	31,545			728,068	
**		. ,			
A Fram	BASE LING PAI	BOULEL TO CE	OF S	STREET	
P			ž		P

LAMBERT STREET G SK-6 SETERCK CALCULATIONS

22 JULY 1971

H+L = 149.8 + 210.58 = 2255 360.38 = 72.07

31.595 x 72.076 = 2, 273,637

X = DISTANCE FROM BASE LINE TO & OF STREET

31,545 x + 728,068 = 2,273,637

X = 2,273,637-728,008 = 1,545,562 31.545 31,595

\* SHALL & 49.0

## **BUILDING TABULATIONS**

# PROPOSED UNIT COUNT MILLERS RIVER APARTMENTS

300 Elderly and Disabled Residential Units

Prepared by

Dietz & Company Architects, Inc.

6/11/2018

Existing	
Studio	219
One Bedroom	76
Two Bedroom	I
Studio - Barrier Free	0
One Bedroom - Barrier Free	2
Two Bedroom - Barrier Free	0
Total Units	298

Proposed	
Studio	0
One Bedroom	283
Two Bedroom	2
One Bedroom - Barrier Free	14
Two Bedroom - Barrier Free	I
Total Units	300

# PROPOSED CAR AND BICYCLE PARKING COUNTS MILLERS RIVER APARTMENTS

300 Elderly and Disabled Residential Units

Prepared by

Dietz & Company Architects, Inc.

6/11/2018

Evistina Con Boulina Summonn	
Existing Car Parking Summary Handicap Parking Spaces	7
Parking Spaces (Including Visitor)	66
Total Parking	73
Total Lai King	/3
Current Unit Space Ratio (Motor Vehicle)	0.24
Proposed Car Parking Summary	
Handicap Parking Spaces	4
Van Accessible Handicap Parking Spaces	
Handicap Visitor Parking Spaces	!
Resident Parking (8.5 feet x 18 feet)	29
Resident Parking (6.5 feet x 16 feet)  Resident Parking (7.5 feet x 16 feet)	28
Visitor Parking (7.5 feet x 16 feet)	7
Total Parking	70
Total Farking	70
Proposed Unit Space Ratio (Motor Vehicle)	0.23
Existing Bicycle Parking Summary	
Total Bicycle Parking Unsheltered	12
Current Unit Space Ratio (Bicycle)	0.04
Current one space ratio (bicycle)	0.01
Proposed Bicycle Parking Summary	
Short Term (Unsheltered) Bicycle Parking	16
Long Term (Sheltered) Bicycle Parking	32
Total Bicycle Parking	48
Proposed Unit Space Ratio (Bicycle - Total)	0.16
Proposed Unit Space Ratio (Bicycle - 10tal)  Proposed Unit Space Ratio (Bicycle - Short Term/Unsheltered)	0.16
Proposed Unit Space Ratio (Bicycle - Snort Term/Onsheltered)	0.03
Proposed Onic space Natio (bicycle - Long Termionettered)	0.11

# SITE AND LANDSCAPE TABULATIONS MILLERS RIVER APARTMENTS

Prepared by **Dietz & Company Architects, Inc.** 6/11/2018

Total Lot Area (Cambridge Only)			71,899	sf	
			,		
Building Footprint (high-rise + comm.)			28,578	sf	40%
Existing High-Rise	10,739	sf			
Existing Connector	955	sf			
Existing Community Building	8,362	sf			
New Community Center	7,770	sf			
New Connector	232	sf			
Bicycle Storage	520	sf			
Lawns			8,280	sf	12%
Plantings			4,199		6%
Paving Impervious			27,552	sf	38%
Paving Pervious			3,290	sf	5%
Roof Terrace on New Community Center:					
Roof Paving (Pavers and some mulch/Pervious)			5,512	sf	
Roof Plantings			1,139	sf	
Total Resident Accessible Area on roof			6,651	sf	
Inaccessible area of New Comm. Ctr. Roof			1,119	sf	
Open Space:					
Open space shall not include parking areas, walkways or driveways					
and shall have a minimum dimension of 15'.					
Lawns			8,280		
Planting Areas			4,199		-
Roof Terrace			6,651		
1100, 700, 000			,,,,,,		
Total Open Space			19,130		27%
Total Open Space (not including roof terrace)			12,479		17%
					1000/
					100%

## **BUILDING TABULATIONS**

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300 Elderly and Disabled Residential Units

Prepared by

Dietz & Company Architects, Inc.

6/11/2018

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Two Bedroom	1
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Two Bedroom - Barrier Free	0
Total Units	298

Proposed	
Studio	0
One Bedroom	283
Two Bedroom	2
One Bedroom - Barrier Free	14
Two Bedroom - Barrier Free	1
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Proposed Unit Space Ratio (Bicycle - Short Term/Unsheltered)	0.05
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## SITE AND LANDSCAPE TABULATIONS MILLERS RIVER APARTMENTS

Prepared by **Dietz & Company Architects, Inc.**6/11/2018

MILLERS RIVER SITE AREA SQUARE FOOTAGES					
Total Lot Area (Cambridge Only)			71,899	sf	
Building Footprint (high-rise + comm.)			28,578	sf	40%
Existing High-Rise	10,739	sf			
Existing Connector	955	sf			
Existing Community Building	8,362	sf			
New Community Center	7,770	sf			
New Connector	232	sf			
Bicycle Storage	520	sf			
Lawns			8,280	sf	12%
Plantings			4,199	sf	6%
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Roof Plantings			1,139	sf	
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Inaccessible area of New Comm. Ctr. Roof			1,119	sf	
Open Space:					
Open space shall not include parking areas, walkways or driveways					
and shall have a minimum dimension of 15'.					
Lawns			8,280		
Planting Areas			4,199		
Roof Terrace			6,651		
Total Open Space			19,130		27%
Total Open Space (not including roof terrace)	1		12,479		17%
Total Open space (not including roof terrace)	1		12,4/9		1 / /0
					100%





Bk: 67344 Pg: 174 Doc: DEED Page: 1 of 4 05/31/2016 02:21 PM

### **QUITCLAIM DEED**

CAMBRIDGE HOUSING AUTHORITY, a Massachusetts local housing authority established pursuant to Chapter 121B of the Massachusetts General Laws ("Grantor"), for consideration paid of THARTY-SEVEN MILLION, FOUR HUNDRED THIRTY THOUSAND DOLLARS (\$37,430,000),

grants to MILLERS RIVER HOLDING LLC, a Massachusetts limited liability company ("Grantee"), having an address of 362 Green Street, Cambridge, Massachusetts 02139,

with quitclaim covenants,

all of the buildings and improvement (the "Premises") located on a parcel of land located in Cambridge, Middlesex County, Massachusetts which is more particularly described in <a href="Exhibit A">Exhibit A</a> attached hereto (the "Property"). This conveyance is of buildings and improvements only. Fee interest in the land is specifically excluded from this conveyance. Fee interest will be leased to this grantee by separate instrument.

The Premises are conveyed to Grantee subject to the condition that, at the option of Grantor and upon notice thereof to Grantee, if, and only if, Grantee fails to convey the building and improvements to Millers River LLC, a Massachusetts limited liability company, by December 31, 2018, then the Grantor may elect, by the recording of a notice of reversion in the Middlesex South Registry of Deeds, to terminate the estate hereby conveyed and for title to the Premises to revert to and revert in the Grantor free of any rights of the Grantee. If a notice of reversion is not recorded prior to the conveyance of the building and improvements to Millers River LLC, such right of reversion shall terminate.

By the recording of this deed, Grantee accepts the conveyance of the Premises subject to Grantor's right of reverter and shall execute any and all documents necessary to effectuate Grantor's reversionary interest, if applicable.

Please Return To:
First American Title Insurance Company
Vational Commercial Services
Value Boylston Street, Suite 2820
Diston, MA 02199 791751

Bk: 67344 Pg: 175

For Grantor's title see deed from Massachusetts Institute of Technology dated December 21, 1973 and recorded with the Middlesex Registry of Deeds in Book 12585, Page 142 and filed with the Middlesex Registry District of the Land Court as Document No. 51956.

This conveyance does not represent the sale of all or substantially all of the Massachusetts assets of the Grantor.

This instrument is exempt from State Excise Stamp Tax pursuant to M.G.L. 64D, §1.

[signature page follows]

Bk: 67344 Pg: 176

Witness my hand and seal this  $\frac{15+}{1}$  day of June, 2016.

**CAMBRIDGE HOUSING AUTHORITY** 

Gregory P. Russ, Executive Director

#### **COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

On this day of how, 2016, before me, the undersigned notary public, personally appeared Gregory P. Russ, as Executive Director of Cambridge Housing Authority, proved to me through satisfactory evidence of identification, which was a [current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his free act and deed.

Page 38

Bk: 67344 Pg: 177

#### **EXHIBIT A**

#### **Legal Description**

A certain parcel of land with the buildings and improvements thereon situated on Lambert Street, Cambridge Street, Gore Street and Medford Street in the City of Cambridge and the City of Somerville, Middlesex County, Commonwealth of Massachusetts, and shown on a plan entitled "Plan of Land in Cambridge & Somerville, Mass." dated July 6, 1971, by Boston Survey Consultants (the "Plan") which Plan is recorded with the Middlesex South Registry of Deeds as Plan No. 411 of 1972 at Book 12192, Plan 541 bounded and described as follows:

Southerly: by Cambridge Street, ninety-nine and 15/100 feet;

Westerly: by the right of way now or formerly of Penn Central

Transportation Company, one hundred eighty-six and 86/100

feet;

Northeasterly: by Medford and Gore Streets. one hundred forty-two and

15/100 feet, and by Gore Street, one hundred sixteen and

97/100 feet;

Southeasterly: by Lambert Street, two hundred twenty-four feet;

Southwesterly: by land now or formerly of Simeone, sixty-five and 5/10 feet;

and

Southeasterly: by land now or formerly of Simeone, Nocella, Delaney and

Sherkanowski, one hundred sixty-three and 87/100

#### BZA APPLICATION FORM - OWNERSHIP INFORMATION

To be completed by OWNER, signed before a notary and returned to The Secretary of the Board of Zoning Appeals.

Millers River Holding LLC
(OWNER) 362 Green Street, Cambridge, MA, 02139
State that I/We own the property located at
which is the subject of this zoning application.
The record title of this property is in the name of Millers River Holding, LLC
*Pursuant to a deed of duly recorded in the date 5/31/2016 , Middlesex South  County Registry of Deeds at Book 67344 , Page 174 ; or  Middlesex Registry District of Land Court, Certificate No.
Book Page
SIGNATURE BY LAND OWNER OR AUTHORIZED TRUSTEE, OFFICER OR AGENT*  *Written evidence of Agent's standing to represent petitioner may be requested.
Commonwealth of Massachusetts, County of
The above-name personally appeared before me, this <u>15</u> of <u>fine</u> , 20 <u>IV</u> , and made oath that the above statement is true. <u>Slayla Jehin Finury Notary</u>
My commission expires Javery 10, 2025 (Notary Seal).

If ownership is not shown in recorded deed, e.g. if by court order, recently deed, or inheritance, please include documentation.

ON ARY PUBLICATION OF THE PROPERTY OF THE PR

Page 40

#### BZA APPLICATION FORM - OWNERSHIP INFORMATION

To be completed by OWNER, signed before a notary and returned to The Secretary of the Board of Zoning Appeals.

Millers River Holding LLC	
(OWNER) 362 Green Street, Cambridge, MA, 02139	
State that I/We own the property located at	bert Street ,
which is the subject of this zoning application.	
The record title of this property is in the name of_	Millers River Holding, LLC
*Pursuant to a deed of duly recorded in the date $\frac{5/3}{2}$ . County Registry of Deeds at Book $\frac{67344}{2}$ , Page $\frac{1}{2}$	
Middlesex Registry District of Land Court, Certifica	te No
BookPage	
SIGNATURE BY LAN AUTHORIZED TRUST *Written evidence of Agent's standing to represent po	ID OWNER OR PEE, OFFICER OR AGENT* etitioner may be requested.
Commonwealth of Massachusetts, County of	llesex
The above-name person	onally appeared before me,
this 25 of June, 2018, and made oath that the	ne above statement is true.
Sth Denis	Snum & Notary
My commission expires Junuary 10, 2025 (Nota	ry Seal).

• If ownership is not shown in recorded deed, e.g. if by court order, recent deed, or inheritance, please include documentation.

| Common | Common



Massachusetts Housing Finance Agency One Beacon Street, Boston, MA 02108

Tel: 617.854.1000

Fax: 617.854.1091 | www.masshousing.com

Videophone: 857.366.4157 or Relay: 711

June 11, 2018

Clara Fraden Project Manager Cambridge Housing Authority 362 Green Street Cambridge, MA 02139

Re: Millers River Apartments

Project Eligibility/Site Approval - Status Update

Dear Ms. Fraden:

I am writing to confirm MassHousing's intention to issue a Project Eligibility Letter to the Applicant, Cambridge Affordable Housing Corporation, for the proposed 40B at Millers River Apartments in Cambridge, MA. We are well into our review of your Site Approval package, which was submitted to MassHousing on May 11, 2018. We find the submitted materials to be satisfactory. Per 760 CMR 56.04(03) we are awaiting public comment from the cities of Cambridge and Somerville under the required 30-day review period. Once the public comment period closes on June 18, 2018 we will proceed in obtaining final signatures and issuing the Project Eligibility Letter.

Sincerely,

Gregory P. Watson

Manager, Planning and Programs

P. Water

+3A

#### RECORDING REQUESTED BY:

Cambridge Housing Authority Attn: Gregory P. Russ 362 Green Street Cambridge, MA 02139 2016 00085789

Bk: 67344 Pg: 134 Doc: AGR Page: 1 of 34 05/31/2016 02:21 PM

#### WHEN RECORDED MAIL TO:

Cambridge Housing Authority Attn: Gregory P. Russ 362 Green Street Cambridge, MA 021399

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

# USE AGREEMENT (MILLERS RIVER)

This Use Agreement (this "Agreement") dated as of June 1, 2016, is by and between the U.S. Department of Housing and Urban Development ("HUD"), with an address of 10 Causeway Street, Room 301, Boston, Massachusetts, 02222-1092, Cambridge Housing Authority, a public body corporate and politic organized under the laws of the Commonwealth of Massachusetts ("PHA"), with an address of 362 Green Street, Cambridge, MA 02139, and Miller's River Holding LLC ("Owner"), with an address of c/o Cambridge Affordable Housing Corporation, 362 Green Street, Cambridge, MA 02139

#### **RECITALS**

WHEREAS, PHA owns and operates one (1) dwelling building containing a total of three hundred and two (302) units, two hundred and ninety seven (297) of which are dwelling units, and one and 65/100ths (1.65) acres of underlying land at Miller's River, MA003000301, more particularly described in that certain Declaration of Trust recorded in the official records of the Middlesex County Registry of Deeds (the "Declaration of Trust"), and as further described in Exhibit A, attached hereto and incorporated herein (the "Disposition Property");

WHEREAS, PHA owned and operated the Disposition Property as low-rent public housing with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq. (the "Act");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated January 28, 2015, as thereafter

Please Return To: 55CCCL.

First American Title Insurance Company
National Commercial Services
800 Boylston Street, Suite 2820
Boston, MA 02199

Page 1 of 11

amended (collectively the "Approval Letter"), agreed to such sale on the terms and conditions set forth in the Approval Letter and that certain Disposition Agreement between HUD and PHA dated concurrently herewith (the "Disposition Agreement"), both attached hereto as Exhibit B and incorporated herein, and this Agreement (collectively, the "HUD Disposition Approval");

WHEREAS, HUD has approved a two-step conveyance of the Disposition Property, with PHA conveying the Disposition Units by deed and the Disposition Land by ground lease to Miller's River Holding LLC ("MRH"), and MRH conveying the deed and assigning the ground lease to Miller's River LLC ("MRLLC") in or about December 2018.

WHEREAS, PHA will realize proceeds from the conveyance of the Disposition Property, including payments pursuant to the ground lease, and payments pursuant to a purchase money mortgage for the Disposition Units evidenced by that certain Promissory Note from the Purchaser dated concurrently with and secured by a forty (40) year Leasehold Mortgage. (the "Disposition Proceeds")

WHEREAS, HUD has conditioned its approval for the transfer of the Disposition Property and use of Disposition Proceeds as set forth in the HUD Disposition Approval on the further condition that the Disposition Proceeds be used to fund renovation work on the Disposition Units and that the Disposition Units be developed and operated in accordance with HUD project-based voucher Section 8 rules issued pursuant to the Act (the "PBV Program") for a period of not less than thirty (30) years (the "Restricted Period");

#### **AGREEMENT**

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Use Requirement. Owner, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of PHA and HUD that for the duration of the Restricted Period, use of Disposition Proceeds are limited to the development of units that will be used exclusively as units assisted under the PBV Program. If during the Restricted Period, any change in federal law or any action (or inaction) by Congress or any federal agency ("Federal Action") prevents any such unit from being operated as a unit assisted under the PBV Program, the affected unit(s) shall be made available for rental to a family whose income does not exceed 80% of area median income as determined by HUD. The determination as to whether a Federal Action prevents an affected unit from being operated under the PBV Program shall be in HUD's sole discretion.
- **2. Events of Default.** In the event the Use Requirement ceases to be satisfied prior to the expiration of the Restricted Period:
- A. <u>Notices of Violation</u>. PHA shall give to Owner written notice of the failure (a "**Notice of Violation**"). Owner shall have thirty (30) calendar days after the date on which a Notice of Violation is received in accordance with Section 6 below to cure the failure; provided

Page 2 of 11

that, if such Owner uses commercially reasonable efforts to cure the failure within the prescribed thirty (30) day period and is unable to do so, the PHA may approve in writing an extension of an additional thirty (30) calendar days to cure the failure, such approval not to be unreasonably withheld, conditioned or delayed.

- **B.** Events of Default. PHA is hereby authorized, and shall take whatever monitoring and enforcement steps it deems necessary to ensure compliance. If, after receiving a Notice of Violation, the failure is not corrected to the satisfaction of PHA within the prescribed amount of time, PHA may declare a default under this Section 2 (an "Event of Default") without further notice.
- C. Remedies. In an Event of Default by Owner, to the extent permitted by applicable law, PHA shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.
- Property ceases to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, any Disposition Proceeds applied to that portion of Disposition Property shall, subject to the limitations set forth in the Disposition Agreement, be eligible for recapture from and/or repayment by PHA to HUD and shall be treated as federalized assets subject to all federal requirements (the "Repayment Obligation").
- E. <u>Rights of Equity Investors</u>. PHA, shall endeavor as a courtesy to each party providing equity financing to the Disposition Property, as set forth in the notice provisions in Section 6 below (collectively, the "Equity Investors," or singularly, an "Equity Investor"), to deliver to Equity Investors a copy of any written notice provided to Owner and/or an assignee or successor thereto under this Agreement; provided, however, that the failure to provide such notice shall not subject the PHA to any liability or result in the derogation of any rights of the PHA to enforce the terms of this Agreement. Each Equity Investor shall have the right, but not the obligation, to cure any default identified in such notice within thirty (30) calendar days after the date on which the original Notice of Violation is received by Owner in accordance with this Section 2; provided that, if such Equity Investor uses commercially reasonable efforts to cure the failure within the prescribed thirty (30) day period and is unable to do so, PHA may approve in writing an extension of an additional thirty (30) calendar days to cure the failure, such approval not to be unreasonably withheld, conditioned or delayed. Any cure of any default by Owner under this Agreement by an Equity Investor shall be treated the same as if offered by Owner.
- 3. Actions Requiring the Prior Written Approval of HUD and PHA. Owner shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property or any interest therein or permit the conveyance, assignment, transfer, sublease, pledge or encumbrance of the Disposition Property during the Restricted Period except for conveyance to the Millers River LLC in accordance with the provisions of the Disposition Approval, and to the CHA or related entity in accordance with a Right of First Refusal or Option to Purchase without the prior, jointly-executed, written approval of HUD and PHA.

Notwithstanding the foregoing, Owner need not obtain the prior written approval of HUD and PHA for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way, and (ii) the granting of easements for the establishment, operation and maintenance of public utilities.

- 4. Third Party Beneficiaries. HUD shall have the same enforcement remedies available to PHA under Section 2 of this Agreement, in addition to all other remedies available to HUD under statute, at law or in equity. No person or entity, other than the parties to this Agreement, has any rights or remedies under this Agreement.
- 5. Successors and Assigns. Recordation of this Agreement shall constitute the agreement by PHA and Owner to be bound by and to comply with the restrictions set forth in this Agreement. The benefits and burdens of this Agreement are convenants that run with the land and are binding upon and shall inure to the benefit of the parties, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof.
- by (a) personal service or receipted courier service, (b) by registered or certified first class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD, PHA or Owner, as appropriate, at the addresses for such parties set forth in the initial paragraph or third recital of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 6. Equity Investors may be provided courtesy copies of notices under this Agreement in accordance with the delivery methods of this Section 6 upon delivery to HUD and PHA of such Equity Investor's address per this Section 6
- 7. **Business Day**. A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the Commonwealth of Massachusetts. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.
- **8.** Amendments. This Agreement may be amended only by a written instrument signed by the parties to this Agreement. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Agreement without the prior written approval of HUD.
- 9. Subordination. Any mortgage liens shall be subject and subordinate to this Agreement. This Agreement shall survive default, foreclosure and bankruptcy.

- 10. Fair Housing and Civil Rights Requirements. With regard to the Disposition Property, Owner shall comply with all applicable fair housing and civil rights requirements including the obligations to affirmatively further fair housing and adhere to the site selection and neighborhood standards set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable.
- 11. Federal Accessibility Requirements. With regard to the Disposition Property, Owner shall comply with all applicable federal accessibility requirements under the Fair Housing Act and the implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and the implementing regulations at 28 CFR Parts 35 and 36, respectively.
- 12. Impairment of HAP Contract. The terms and provisions of this Agreement shall continue in full force and effect except as expressly stated herein. If there are any conflicts between this Agreement and any Housing Assistance Payments ("HAP") Contract this Agreement shall control.
- 13. Execution of Other Agreements. PHA and Owner each covenant and agree that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.
- 14. Subsequent Statutory Amendments. If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, PHA and Owner each agree to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.
- 15. Reimbursement of Attorney Fees. Owner shall reimburse PHA for all attorneys' fees and expenses reasonably incurred by PHA in connection with the enforcement of PHA's rights under this Agreement, including, but not limited to, all such fees and expenses for trial, appellate proceedings, out-of-court workouts, mediation and settlements, and for enforcement of rights under any state or federal statute, including, but not limited to, all such fees and costs relating to any bankruptcy and/or insolvency proceedings of such Successor Owner, such as in connection with seeking relief from stay in a bankruptcy proceeding or negotiating and documenting any amendment or modification of this Agreement.
  - 16. Incorporation of Recitals. The above recitals are incorporated herein by reference.
- 17. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the parties shall submit to the jurisdiction and venue of the courts of the Commonwealth of Massachusetts in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

- 18. No Negotiation. This Agreement is not subject to negotiation by PHA, Owner or any lender with a secured interest in the Disposition Property.
- 19. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.
- **20.** Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.
- 21. Attached Exhibits. The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property Exhibit B – Approval Letter

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the first date herein above written.

PHA and Owner each hereby certify that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

#### PHA:

CAMBRIDGE HOUSING AUTHORITY, a public body corporate and politic

By:

Its:

Gregory P. Russ )
Executive Director

COMMONWEALTH OF MASSACHUSETTS

**COUNTY OF MIDDLESEX**)

On Mcm, 2016, before me, Sush C. Law, Notary Public, personally appeared Gregory P. Russ, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

And C. Cohen

Notary Public

Print Name: 

My commission expires: SUSAN C. COHEN

COMMONMENTING MASSACHUSETTS

My Commission Expires

My Commission Expires

July 09. 2021

#### **OWNER:**

MILLERS RIVER HOLDING, LLC a Massachusetts limited liability company

By: Margaret Donnelly Morah

Its: Authorized Signatory

#### COMMONWEALTH OF MASSACHUSETTS

#### **COUNTY OF MIDDLESEX)**

On Many 2016, before me, Susaw C. Common, Notary Public, personally appeared Margaret Donnelly Moran, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: Susan C. Colum

My commission expres:

Dogg Q.of 11

#### **HUD**:

U.S. DEPARTMENT OF HOUSING AND

URBAN DEVELOPMENT

By:

Iarily B. O'Sullivan

Its:

Director and Authorized Agent

Boston Office of Public Housing

#### COMMONWEALTH OF MASSACHUSETTS

SUFFOLK COUNTY

WIPMESS my hand and official seal.

Notary Public

Print Name:

My commission expires:

### SIGNATURES MUST BE NOTARIZED

#### Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

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## EXHIBIT A DISPOSITION PROPERTY

Address: 15 Lambert Street, Cambridge, MA

**HUD Project No.:** MA003000301

**HUD AMP No.**: 310

A certain parcel of land with the buildings and improvements thereon situated on Lambert Street, Cambridge Street, Gore Street and Medford Street in the City of Cambridge and the City of Somerville, Middlesex County, Commonwealth of Massachusetts, and shown on a plan entitled "Plan of Land in Cambridge & Somerville, Mass." dated July 6, 1971, by Boston Survey Consultants (the "Plan") which Plan is recorded with the Middlesex South Registry of Deeds as Plan No. 411 of 1972 at Book 12192, Plan 541 bounded and described as follows:

Southerly: by Cambridge Street, ninety-nine and 15/100 feet;

Westerly: by the right of way now or formerly of Penn Central Transportation

Company, one hundred eighty-six and 86/100 feet;

Northeasterly: by Medford and Gore Streets. one hundred forty-two and 15/100 feet,

and by Gore Street, one hundred sixteen and 97/100 feet;

Southeasterly: by Lambert Street, two hundred twenty-four feet;

Southwesterly: by land now or formerly of Simeone, sixty-five and 5/10 feet; and

Southeasterly: by land now or formerly of Simeone, Nocella, Delaney and Sherkanowski,

one hundred sixty-three and 87/100

# $\frac{EXHIBIT\;B}{\text{HUD DISPOSITION APPROVAL}}$

[See Attached]

Page 11 of 11

#### **DISPOSITION AGREEMENT**

This Disposition Agreement (this "Agreement") dated as of June 1, 2016, is by and between the U.S. Department of Housing and Urban Development ("HUD"), with the address of 10 Causeway Street, Room 301, Boston, Massachusetts, 02222-1092, and the Cambridge Housing Authority, a public body corporate and politic organized under the laws of the Commonwealth of Massachusetts ("PHA"), with an address of 362 Green Street, Cambridge, Massachusetts 02139-3309.

#### **RECITALS**

WHEREAS, PHA owns and operates one (1) dwelling building containing a total of three hundred and two (302) units, two hundred and ninety seven (297) of which are dwelling units, and one and 65/100ths (1.65) acres of underlying land at Miller's River, MA003000301, more particularly described in that certain Declaration of Trust recorded in the official records of the Middlesex County Registry of Deeds (the "Declaration of Trust"), and as further described in Exhibit A, attached hereto and incorporated herein (the "Disposition Property");

WHEREAS, PHA owned and operated the Disposition Property as low-rent public housing with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et. seq. (the "Act");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated January 28, 2015, as thereafter amended (collectively the "Approval Letter"), agreed to such sale on the terms and conditions set forth in the Approval Letter and that certain Disposition Agreement between HUD and PHA dated concurrently herewith (the "Disposition Agreement"), both attached hereto as Exhibit B and incorporated herein, and this Agreement (collectively, the "HUD Disposition Approval");

WHEREAS, HUD has approved a two-step conveyance of the Disposition Property, with PHA conveying the Disposition Units by deed and the Disposition Land by ground lease to Miller's River Holding LLC ("MRH") on or about June 2016, and MRH conveying the deed and assigning the ground lease to Miller's River LLC ("MRLLC") in or about December 2018.

WHEREAS, PHA will realize proceeds from the conveyance of the Disposition Property, including payments pursuant to the ground lease, and payments pursuant to a purchase money mortgage for the Disposition Units evidenced by that certain Promissory Note from the Purchaser dated concurrently with and secured by a forty (40) year Leasehold Mortgage. (the "Disposition Proceeds")

WHEREAS, HUD has conditioned its approval for the transfer of the Disposition Property and use of Disposition Proceeds as set forth in the HUD Disposition Approval on the further condition that the Disposition Proceeds be used to fund renovation work on the Disposition Units

Page 1 of 11

and that the Disposition Units be developed and operated in accordance with HUD project-based voucher Section 8 rules issued pursuant to the Act (the "PBV Program") for a period of not less than thirty (30) years (the "Restricted Period");

#### **AGREEMENT**

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Disposition of the Disposition Property. PHA shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property prior to HUD releasing the Declaration of Trust as it relates to the Disposition Property.
- 2. Use of the Disposition Property. PHA shall encumber the Disposition Property with a use agreement between PHA, HUD and the Purchaser in a form acceptable to HUD (the "Use Agreement"). The Use Agreement shall be recorded against the Disposition Property in a first-lien position, with the exception of (i) property taxes and assessments not yet due and payable, (ii) easements for the establishment, operation and maintenance of public utilities, and (iii) encumbrances that do not constitute a lien or other security interest on the Disposition Property or grant any party the right to a lien or security interest on the Disposition Property.

#### 3. Use of the Disposition Proceeds.

- A. Approved Uses. PHA shall use the Disposition Proceeds solely for purposes authorized under, and in accordance with, Section 18 of the Act, 24 CFR Part 970, the Approval Letter and/or all other applicable HUD notices and other guidance in effect at the time of this Agreement (the "Approved Uses"). Other proposed uses of proceeds must first get approval from HUD. Any Disposition Proceeds not used in a manner that complies with this Agreement shall be eligible for recapture from and/or repayment by PHA to HUD and shall be deemed federalized assets subject to all applicable federal requirements. Approved Uses include:
  - (1) Initial cash proceeds from disposition are to be loaned back to MRLLC to fund renovation work at the Disposition Property;
  - (2) Rental payments above costs under the Project Based Voucher Housing Assistance Payments contract (PBV HAP) of the existing units prior to the transfer to MRLLC will be used to support renovation work at the Disposition Property, including predevelopment costs and expenses; and
  - (3) Ground lease payments prior to the transfer to MRLLC will be used to support renovation work at the Disposition Property, including predevelopment costs and expenses.

- (4) Payments pursuant to the ground lease, repayments received in future years from seller notes, or other repayments, may be used to support the development and rehabilitation of project-based voucher units. Use of the funds for that purpose will be subject to HUD requirements at the time CHA receives the funds.
- B. Reporting Requirements. Until directed otherwise by HUD in writing, PHA shall submit to HUD reports in the number and form required by HUD, but at least on an annual basis as part of PHA's audited financial statements, indicating the amount of the Disposition Proceeds, if any, PHA has both received and expended, along with any additional information that HUD may require. Such reports shall include without limitation the following information: (i) whether PHA realized any of the Disposition Proceeds in the twelve (12) months preceding submission of the report to HUD, and if so, the exact dollar amounts; (ii) evidence that PHA maintains separate accounting for the Disposition Proceeds; and (iii) a detailed description, including the exact amount in dollars, of the use of any of the Disposition Proceeds in the twelve (12) months preceding submission of the report to HUD. Upon written request, PHA shall submit to HUD copies of invoices and/or receipts for all expenditures of the Disposition Proceeds within thirty (30) calendar days of receipt of such request.
- C. Designated Fund Account. Upon receipt of any Disposition Proceeds, PHA shall deposit the Disposition Proceeds in a Designated Fund Account (entitled "Cambridge Housing Authority Millers Rivers Holding") whereby Disposition Proceeds will be maintained and accounted for. This account will be a separate general ledger account enabling a full accounting of the deposit and withdrawal of funds, able to provide monthly, quarterly and annual reporting of activity, and able to be audited or reviewed by independent accountants or any other third party agency. The Disposition Proceeds shall be released from the Designated Fund Account only for the Approved Uses.

#### 4. Use of Properties to Which the Disposition Proceeds are Applied.

- A. <u>Implementation of the Use Requirement</u>. Any dwelling units to which the Disposition Proceeds are applied must be operated in accordance with the Approved Uses (the "Use Requirement").
- B. Encumbrance of the Disposition Property. The Disposition Property shall be encumbered by a use agreement between HUD, PHA, and, if applicable, Third Party property owners, requiring the property be used in compliance with the Use Requirement for a period of least thirty (30) years (the "Restricted Period"). The use agreement shall be in a form approved by HUD, and shall be recorded against the property subject, in each instance, only to (a) property taxes and assessments for the year in which the use agreement is recorded, a lien not yet due and payable (if and as applicable), and (b) other encumbrances that do not constitute a lien or other security interest on the encumbered property or grant any party the right to a lien or security interest on the encumbered property. The Restricted Period shall commence on the date the units are used as units assisted under the PBV Program or the date the use agreement is recorded against the Disposition Property, whichever date is later.

- C. Encumbrance of other properties. Use of Disposition Proceeds for the development and rehabilitation of project-based voucher units in properties other than the Disposition Property are subject to HUD requirements at the time CHA receives the funds, including the possible requirement that these other properties be encumbered by a use agreement or other use restriction.
- **D.** <u>Applicability of the Use Requirement</u>. The following shall not constitute a breach of the Use Requirement:
- (1) <u>Vacant Units</u>. If one or more units to which the Disposition Proceeds are applied are left vacant for a commercially reasonable period (i) while one tenant is moving out and before another has moved in to such unit, (ii) while waiting for a new qualifying tenant in the event there are no tenants immediately available to move in after the previous qualifying tenant vacates, or (iii) while the unit is being renovated and/or repaired.
- Proceeds are applied are damaged or destroyed by fire or other casualty and the use of such unit(s) in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) the owner uses commercially reasonable efforts to cause the unit(s) to be repaired or restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the unit(s) are actually repaired or restored within two (2) years after the date of the casualty, and (iv) the unit(s) are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period. Notwithstanding the foregoing, the owner shall not be required to repair and/or reconstruct the units if the cost of such repair and/or reconstruction exceeds the insurance proceeds received by the owner or the owner is unable to obtain the necessary permits for such repair and/or reconstruction.
- (3) Takings. If one or more units to which the Disposition Proceeds are applied are taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking"), or if any other portion of the property in which one or more of the units are located, which property is necessary for a tenant's occupancy of one of the units, has been subject to a Taking; provided that (i) PHA is timely notified of the Taking; (ii) the owner applies funds received as a result of the Taking to the acquisition and development of other residential units that will be operated in accordance with the Use Requirement, (iii) the new units are acquired or developed within two (2) years after the date of the Taking, and (iii) the new units are thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period. Notwithstanding the foregoing, in the event of a material taking of any part of the Disposition Property which in the reasonable opinion of the owner, with the written consent of the Equity Investor, renders the continuing operation of the Disposition Property in accordance with the Use Requirements economically unfeasible, the owner shall not be required to restore or acquire and develop replacement housing.

- E. <u>Violation of the Use Requirement</u>. In the event any unit or units to which the Disposition Proceeds are applied cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period:
- (1) <u>Notices of Violation</u>. HUD shall give written notice of the failure to PHA (a "Notice of Violation"). PHA shall have ninety (90) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure. HUD is hereby authorized, and shall take whatever investigative steps it deems necessary in order to ensure compliance. If, after receiving Notice of a Violation, the failure is not corrected to the satisfaction of HUD within the prescribed amount of time, HUD may declare a default under this Section 4(D)(1) (an "Event of Default") without further notice.
- (2) Remedies. In an Event of Default, to the extent permitted by applicable law, HUD shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.
- (3) Recapture of Federal Funds. In the event that any of the units to which Disposition Proceeds are applied cease to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, the Disposition Proceeds applied to that unit (or those units) shall, subject to the limitations set forth below, be eligible for recapture from and/or repayment by PHA to HUD and shall be treated as federalized assets subject to all federal requirements.
- (a) In the event fewer than all of the units to which the Disposition Proceeds are applied cease to be used in conformance with the Use Requirement within the Restricted Period, only those Disposition Proceeds applied to the units that cease to be used in conformance with the Use Requirement within the Restricted Period will be eligible for recapture from and/or repayment by PHA to HUD in accordance with this Section 4(D)(3).
- (b) In the event the Disposition Proceeds are withdrawn from the Designated Fund Account and some are applied for the purposes for which they were withdrawn or returned to the Designated Fund Account as provided in Section 3(C) and other are not, only those funds not applied for the purposes for which they were withdrawn or returned to the Designated Fund Account will be eligible for recapture from and/or repayment by PHA to HUD in accordance with this Section 4(D)(3).
- 5. Relocation of Residents. The PHA shall not proceed to enter into any long-term ground lease or disposition agreement until:
- A. all residents have been offered the opportunity to move with tenant-based vouchers, and until all residents who opt for tenant-based vouchers find housing and are relocated or offered the opportunity to move with tenant-based voucher assistance later if

consistent with PBV/MTW rules. Residents will be advised that during their tenancy, they maintain the opportunity to move with tenant-based assistance; and

- **B.** all residents choosing not to move with tenant-based vouchers are appropriately relocated.
- 6. Transfer to MRLLC. In the event the Disposition Property is not transferred to MRLLC by December 31, 2018, HUD may, in its sole discretion, exercise one of the following remedies:
- A. Require the Disposition Property to be transferred back to PHA, and placed under a Declaration of Trust;
- **B.** Permit the Disposition Property to remain in its current ownership, subject to the existing Use Agreement, upon such conditions as HUD deems appropriate in light of any excess income generated by the Project Based HAP contract; or
- C. Require other arrangements or conditions that will effectuate the purpose of the approved disposition to the greatest extent possible under the circumstances.

#### 7. PIC and Monitoring.

- A. The PHA shall advise HUD, at the address set forth herein, of the status of the disposition, in accordance with 24 C.F.R. Section 970.35. This shall include a report to HUD confirming the disposition and certifying compliance with all applicable requirements. HUD shall verify that initial net cash proceeds are used to fund renovation work at the Disposition Property, and that the PHA's records are adequately documented to support this. Files must be maintained which are sufficient for audit purposes and must be made available upon request.
- **B.** The PHA must enter data in to the PIC system accurately to ensure the units and acres of land are removed from inventory on the actual date of disposition.
- 8. Title Insurance. Within ten (10) business days of recordation of the Use Agreement, PHA shall provide HUD with a conformed copy of a lender's and/or owner's title insurance policy, evidencing that the Use Agreement has been recorded prior to any financing.
- 9. Third Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties to this Agreement.
- 10. Successors and Assigns. Wherever referenced in this Agreement, the terms "HUD" and "PHA" shall include the respective successors and assigns of each party; provided, however, that in no event will successor owners of properties containing units to which the Disposition Proceeds are applied be deemed to be successors to PHA under this Agreement by

virtue of such fact.

- 11. Notices. All notices and/or reporting under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD or PHA, as appropriate, at the addresses for such parties set forth in the initial paragraph of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 11.
- 12. Business Day. A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the Commonwealth of Massachusetts. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.
- 13. Amendments. This Agreement may be amended only by a written instrument signed by the parties to this Agreement.
- 14. Execution of Other Agreements. PHA covenants and agrees that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.
- 15. Subsequent Statutory Amendments. If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, PHA agrees to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.
- 16. Incorporation of Recitals. The above recitals are incorporated herein by reference.
- 17. Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, and the parties shall submit to the jurisdiction and venue of the courts of the Commonwealth of Massachusetts in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.
- 18. No Negotiation. This Agreement is not subject to negotiation by PHA or any lender with a secured interest in the Disposition Property.

- 19. Severability. The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.
- 20. Counterpart Signatures. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.
- 21. Recordation of Agreement. HUD and PHA agree not to record this Agreement or any memorandum of it.
- **22. Attached Exhibits.** The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property Exhibit B – Approval Letter

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused their names to be subscribed hereto, on the date first herein above written.

PHA hereby certifies that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

PHA:

CAMBRIDGE HOUSING AUTHORITY, a public body corporate and politic

By:

Gregory P. Ruse

Its: Executive Director

#### **HUD**:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Ву:

rilyr B. O'Sullivan

Its:

Director and Authorized Agent

Office of Public Housing

#### Warning:

Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

## EXHIBIT A DISPOSITION PROPERTY

Address: 15 Lambert Street, Cambridge, MA

**HUD Project No.:** MA003000301

HUD AMP No.: 310

A certain parcel of land with the buildings and improvements thereon situated on Lambert Street, Cambridge Street, Gore Street and Medford Street in the City of Cambridge and the City of Somerville, Middlesex County, Commonwealth of Massachusetts, and shown on a plan entitled "Plan of Land in Cambridge & Somerville, Mass." dated July 6, 1971, by Boston Survey Consultants (the "Plan") which Plan is recorded with the Middlesex South Registry of Deeds as Plan No. 411 of 1972 at Book 12192, Plan 541 bounded and described as follows:

Southerly: by Cambridge Street, ninety-nine and 15/100 feet;

Westerly: by the right of way now or formerly of Penn Central Transportation

Company, one hundred eighty-six and 86/100 feet;

Northeasterly: by Medford and Gore Streets. one hundred forty-two and 15/100 feet,

and by Gore Street, one hundred sixteen and 97/100 feet;

Southeasterly: by Lambert Street, two hundred twenty-four feet;

Southwesterly: by land now or formerly of Simeone, sixty-five and 5/10 feet; and

Southeasterly: by land now or formerly of Simeone, Nocella, Delaney and

Sherkanowski, one hundred sixty-three and 87/100

### <u>EXHIBIT B</u> APPROVAL LETTER

[See Attached]

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OFFICE OF PUBLIC HOUSING

#### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

JAN 2 8 2015

Mr. Gregory Russ
Executive Director
Cambridge Housing Authority
362 Green Street 3<sup>rd</sup> floor
Cambridge, MA 02139-3309

Dear Mr. Russ:

The Department has reviewed the Cambridge Housing Authority's (CHA) application for the disposition of 1 dwelling building containing 297 dwelling units, 2 merged units, 5 non-dwelling units, on 1.65 acres of underlying land at Washington Elms known as Millers River, MA003000301. The Special Applications Center (SAC) received this application on August 29, 2014, via the Public and Indian Housing Information Center (IMS/PIC), Application DDA0005681. Supplemental information was received through November 30, 2014.

#### Field Office and FHEO Certification

The Environmental Review was performed by the City of Cambridge under 24 CFR Part 58 on March 8, 2012. Boston HUB approval was not required because the project or activity was determined to be categorically excluded under 24 CFR § 58.35(b).

The Boston HUB provided a certification stating that the subject submission accurately describes the project proposed for disposition, and the reasons provided by the CHA to support the proposed action are correct and factual.

The CHA is a Moving to Work (MTW) agency and substituting its MTW plan for the PHA plan. The proposed action is included in the MTW plan submitted to the Boston HUB on February 8, 2014.

On October 7, 2014, the Boston Fair Housing and Equal Opportunity Center (FHEO), Program Compliance Branch, recommended the disposition approval. An advance draft of this approval letter was sent to the CHA for their comments on December 8, 2014. The CHA responded with-comments on January 5, 2015. An advance draft was sent to the Boston HUB for their comments on December 8, 2014.

Visit our World Wide Web Site http://www.hud.gov/offices/pih/centers/sac/

#### **Description of Development**

The CHA proposed the disposition of 1 dwelling building containing 297 dwelling units, and 2 merged units and 5 non-dwelling units and 1.65 acres of underlying land at Washington Elms formerly known as Millers River, MA003000301. Details of the proposed disposition are as follows:

Washington Elms (Millers River), MA003000301 DOFA:12/7/1951						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	226	233	223	144	42	868
Proposed Units	*225	78	1	0	. 0	304
Existing Land 18.70				Acres		
Proposed Land 1.65 A				Acres		
Number of Dwelling Buildings Existing				26		
Number of Dwelling Building Proposed				1		
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments  2,432						
Bu	ilding Ad	dress Per	PIC: 15	Lambert S	treet	

\*Includes 5 non-dwelling units, and 2 merged units

#### History of the Development

The CHA has not received any Inventory Removal approvals from HUD for Washington Elms, known as Millers River, MA003000301.

#### **Reason for Action (Justification)**

The CHA proposed the disposition based on 24 CFR § 970.17, which requires the PHA to certify that the disposition of the property is in the best interests of the residents and the PHA because the PHA has determined the disposition to be appropriate for reasons that are consistent with the goals of the PHA and the PHA Plan and that are otherwise consistent with the Act.

The CHA will transfer the ownership of the Millers River building directly to a limited liability corporation (LLC) as part of tax credit syndication to raise funds for the rehabilitation. The CHA will keep control of the land and would provide the LLC with a 99-year ground lease.

The Millers River building would be owned by Millers River LLC ("Ownership LLC") which would be 99.99 percent owned by the tax credit investor member and 0.01 percent by the managing member of the ownership LLC. A non-profit instrumentality of the CHA, Essex Street Management, Inc., would serve as the project developer as well as the sole member in a second LLC, Millers River Manager LLC ("Managing Member LLC") which would serve as the managing member as well as 0.01 percent owner of Ownership LLC. The Ownership LLC would contract with the CHA for property and asset management services.

Financing, based upon the Tenant Protection Vouchers (TPV) awarded after the sale of the Millers River building is approved, would be used by the CHA and the Essex Street Management, Inc. to complete the needed renovations to the building. The sale, coupled with the use of tax-exempt financing, would trigger an allocation of 4 percent Low-Income Housing Tax Credits (LIHTC) which would attract tax credit investors who would provide a significant capital contribution to the project. Additionally, project-basing the Tenant Protection Vouchers would be done at Millers River so the property could support debt. Between the equity contributions and the private financing the CHA will have sufficient funds to proceed with the needed renovations to Millers River.

The CHA will continue to have significant role in the future as well as the day-to-day operations of Millers River. As noted it would keep control of the land by leasing it to the Ownership LLC through a ground lease structure. An instrumentality of the CHA would serve as the managing member of the Ownership LLC and the CHA itself would serve as the property manager of Millers River under a property management contract with the LLC. This structure effectively means that the CHA will be making the day-to-day decisions for the property, and be in the position to ensure that it continues to be a housing resource to low-income households. The CHA will also provide the operating subsidy through a Section 8 Housing Assistance Payment contract (HAP) and would be a lender through a seller-financed acquisition cost note as well as a program fund note. Both these additional roles provide instruments for the CHA to specify and control the long term affordability of Millers River.

The CHA is anticipating that the property would sell at it assessed value of \$34,081,100. The CHA will provide a seller's note of \$22,834,300 and will receive net cash proceeds of \$10,867,900 as noted below:

•	Sale Price	\$34,081,100
•	Less Seller Note	(\$22,834,300)
•	Total Cash Proceeds	\$11,246,800
•	Less Fees and Cost	(\$378,900)
•	Net Cash Proceeds	\$10,867,900

The Total Development Cost (TDC) limit for the units proposed for demolition is calculated below. The Department used the TDC applicable at the time of submission of this disposition application.

TDC per Notice PIH-2011-38; Year: 2014 Type of Structure: Elevator Area: Boston			
Bedroom Size	Number of Unit	TDC/Unit	Total Cost
0-BR	223	\$152,961	\$34,110,303
1-BR	78	\$214,145	\$16,703,310
2-BR	1	\$275,329	\$275,329
TOTAL			\$51,088,942

The CHA provided an estimate for itemized rehabilitation costs, based upon the existing conditions of the units. SAC made some adjustments to the items and amounts included, which are shown on Exhibit – B at the end of this document. The CHA estimated a total of \$55,926,772 in rehabilitation costs. After the SAC adjustments, rehabilitation is estimated to cost \$32,526,592, which is 63.67 percent of the TDC limit.

#### **Appraisal**

The CHA submitted an estimate of the Fair Market Value (FMV) with the application. The value of \$34,081,100, of which \$11,056,000 corresponds to the land and \$23,024,700 corresponds to the building, was estimated by City of Cambridge Assessing Department. As required by 24 CFR § 970.19(d), we have determined that this method of valuation is acceptable to establish an estimate of the value for this below FMV transaction.

#### **Negotiated Sale**

The CHA proposed the disposition via a negotiated sale for the building to the Millers River LLC. The land would be leased via a 99-year ground lease at \$73,000 per year.

#### Commensurate Public Benefits

The CHA will transfer the ownership of the Millers River building directly to a limited liability corporation (LLC) as part of tax credit syndication to raise funds for the rehabilitation. The CHA will keep control of the land and would provide the LLC with a 99-year ground lease, with seller financing to be repaid with available cash flow as defined in the transaction documents.

Therefore, although the negotiated sale/lease is at less than FMV given the seller provided financing, because of the benefits arising from the negotiated sale, it is in the best interest of the public housing residents and the PHA, and will result in a commensurate public benefit, as required in 24 CFR § 970.19.

#### **Use of Proceeds**

According to the Office of the Chief Financial Officer, there is no outstanding debt on Washington Elms known as Millers River, MA003000301. The CHA will initially realize net cash proceeds of \$10,867,900 from this disposition. The CHA will loan back to the Millers River project an equivalent amount of the net cash proceeds from the sale of the building received by the CHA to help fund the renovation work. We determined that use of proceeds to fund renovation of project-based Section 8 units meets the requirements of the statute.

In the event that the CHA receives repayments in future years from the seller note of \$22,834,300, or other repayments, the CHA may use proceeds to support the development and rehabilitation of project-based voucher units. Other proposed uses of proceeds must first get approval from the SAC. Any repayments would be from available cash flows from future operations, subject to the position of the note in the cash flow waterfall established in the Ownership LLC's Operating Agreement.

#### Relocation

When the application was developed and transmitted to the Department, 297 units proposed for disposition were occupied. The CHA has submitted a certification regarding relocation as required by 24 CFR § 970.21(e) (f). The CHA estimated the relocation cost for the remaining residents to be \$103,898.82, which includes moving expenses and counseling/advisory services. The funds for relocation are allocated under MTW resources. The housing resources offered will be units in other public housing, RAD project-based housing, and/or other project-based voucher or tenant-based voucher housing.

#### **Resident Consultation**

- 1. Project Specific Resident Organization: Millers River Tenant Council (MRTC)
- 2. PHA-wide Resident Organization: The Alliance of Cambridge Tenants (ACT)
- 3. Resident Advisory Board (RAB) in accordance with 24 CFR § 903.13: ACT

24 CFR § 970.9 requires that an application for disposition be developed in consultation with the tenants of the project involved, any tenant organization at the project involved and any PHA-wide organizations that will be affected by the activity. The CHA held meetings with the MRTC and the residents at Millers River on September 26, 2013 and August 13, 2014 to discuss the disposition application. The CHA has included sign-in sheets from the meetings. Representatives from ACT attended the 14 meetings held across the City as well as the meeting with the City Council subcommittee. In addition, representatives from ACT attended the MTW Annual Plan public hearing on December 15, 2011, and the final City-Wide Disposition meeting on February 15, 2012. Additional meetings were held on February 27, 2012 to review the recommendation to precede with the disposition applications, and on March 12, 2012 and April 24, 2012 to review draft applications.

24 CFR § 970.9(a) requires submission of any written comments, and the HA's evaluation of the written comments with the application package. The CHA did receive written comments from the residents and resident organizations. The CHA responded to all written comments received from the residents and resident organizations.

#### Offer for Sale to the Resident Organization

24 CFR § 970.9(b) (1) of the regulation requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR Part 964, or to a nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The CHA has chosen not to provide an opportunity based on the exception found in 24 CFR § 970.9(b) (3). (ii) "A PHA seeks disposition outside the public housing program to privately finance or otherwise develop a facility to benefit low-income families (e.g., day care center, administrative building, mixed-finance housing under 24 CFR Part 905 subpart F, or other low-income housing)"

#### Mayor/Local Government Consultation

As required by 24 CFR § 970.7(a) (14), the application package includes a letter of support from Mr. Richard C. Rossi, City Manager of the City of Cambridge, dated August 4, 2014.

#### **Board Resolution**

As required by 24 CFR § 970.7(a) (13), the CHA's Board of Commissioners approved the submission of the application for disposition of the proposed property on July 16, 2014. The last resident consultation was on August 13, 2014. The consultation with the local government took place on numerous occasions beginning on January 26, 2012 and including as recently as August 4, 2014.

#### Approval

We have reviewed the application and find it to be consistent with Section 18 of the Act, and the implementing regulations, 24 CFR Part 970, including requirements related to resident consultation, relocation and opportunity to purchase the property by the resident organization. Based upon our review, and finding that the requirements of 24 CFR Part 970 and Section 18 of the Act have been met, the proposed disposition, as described in the application and identified below, is hereby approved. The use of proceeds to help fund the renovation of Millers River, MA003000301, and the development or rehabilitation of other units reserved for use with project-based Section 8 assistance, is also approved. Other uses of future proceeds from the sale or lease of the property would require prior HUD approval as an amendment to the disposition approval. Please inform the SAC if the estimated proceeds from the lease and sale change prior to closing from those identified below.

Millers River, MA003000301 Approved for Disposition: Building: 1, Units:302 (297 dwelling and 5 non-dwelling), Acres: 1.65			
Total Units to be Redeveloped 302	Less than 80% of Area Median Income		
	ACC	Non-ACC	Market Rate
Rental	0	302	0
Acquiring Entity (Rental Units)	Millers River LLC, a company owned 99.99 percent by a tax credit investor member and 0.01 percent by a managing member company related to the Cambridge Housing Authority (CHA)		
Method of Sale	Negotiated Sale for the value of the improvements with seller financing. Ground lease of the land for 99 years.		er financing.
Sale Price	Currently estimated at \$22,834,300 for the improvements to be updated by appraisal prior to disposition		updated by

Lease Price	Currently estimated at \$73,000 per annum for the ground lease; to be updated by appraisal prior to disposition
Purpose	Renovation and preservation of low- income housing using project based vouchers, low-income housing tax credits and debt financing

In addition to the 302 units 2 of the units being removed were merged, and 5 of the units being developed may remain for non-dwelling use. Notwithstanding this approval, the PHA shall not proceed to enter into any long-term ground lease or disposition agreement until all residents have been relocated.

The CHA shall ensure that 302 units of housing, including non-dwelling units as described above, are developed and operated on the property as affordable and reserved for families at or below 80 percent of AMI for a period of not less than 30 years.

These use restrictions requiring that Millers River LLC develop and operate the properties as 297 units for low-income families in accordance with project-based voucher Section 8 rules for 30 years, must be enforced by use agreements, or other legal mechanisms as determined by the HUD Boston HUB. Such use restriction documents must be recorded in a first priority position against the property, prior to any financing documents or other encumbrances, and remain in effect even in the event of default or foreclosure on the property.

- The acquiring entity shall maintain ownership and operation of the property during the use restriction period. The Millers River LLC shall not convey, sublease or transfer the building and land approved for this disposition without prior approval from the CHA and the Department at any point during the period of use restriction;
- The use restrictions shall be covenants that run with the land, and shall bind and inure to the benefit of the parties, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof.
- The CHA is responsible for monitoring and enforcing these use restrictions during the period they are in effect.

#### Operating Subsidy

Please be aware that in accordance with 24 CFR § 990.114, the disposition of these units will affect the CHA's operating subsidy eligibility significantly. Please contact your financial analyst at the HUD Boston HUB for additional guidance about this.

#### **Tenant Protection Vouchers**

CHA will need to submit an application for tenant protection vouchers to the Boston HUB. The CHA should submit its application in response to HUD Notice 2014-5, or HUD's current Notice outlining the application procedures.

#### **Capital Fund Financing Program**

As of December 1, 2014, the (CHA) did not have HUD approval of a Capital Fund Financing Program (CFFP) proposal.

#### PIC and Monitoring

In accordance with 24 CFR § 970.35 of the regulation, your agency is required to inform the HUD Boston HUB of the status of the project. When the disposition has taken place, please submit a report to the HUD Boston HUB confirming the action and certifying compliance with all applicable requirements. Files must be maintained which are sufficient for audit purposes and must be made available upon request.

The CHA must enter the "actual" date of disposition directly into the Inventory Removals sub-module in IMS-PIC, for the Boston HUB approval so that the status of the units and acres of land in PIC is changed to "removed from inventory."

It is the Boston HUB's responsibility to monitor this activity based on its latest risk assessment. The Boston HUB must verify that the actual data is being entered in PIC by the CHA as the actions occur to ensure the Department is not over paying in operating subsidy, and the Capital Fund formula data is correct. Since this action expects to initially generate net cash proceeds of \$10,867,900, it is the Boston HUB's responsibility to verify the funds were used as approved, and the CHA's records are adequately documented to support this assertion.

The HUD Boston HUB has been informed of this approval. Its staff is available to provide any technical assistance necessary for your agency to proceed with the disposition.

As the CHA starts the process of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you have to modify your plans, the HUD Boston HUB stands ready to assist you.

Sincerely,

Tamara S. Gray

Director

Cc: Boston HUB

# Exhibit - B

Item	HUD-adjusted Cost	PUC	TDC	%Rehab/TDC	SAC allowed % of CHA Estimated Rehab Cost
Roofing	\$489,820.00	1627			
Concrete Restoration	\$837,214.00	2781	<del></del>		
Window Replacement	\$2,334,068.00	7754			50%
Exterior cladding	\$3,393,722.50	11275			50%
Interior demo	\$2,525,722.00	8391			
Interior refurbishment	\$4,979,112.00	16542			
Flooring	\$1,265,282.00	4204			
Kitchen Cabinets	\$842,800.00	2800			*\$350/lf allowed
Appliances	\$456,185.00	1516			
Bathroom fixtures	\$,204,000.00	4000			
Bathroom Hardware	\$ 903,000.00	3000			
Plumbing	\$1,632.301.50	5423		·	50%
Electrical	\$1,946,680.00	6467			50%
Fire Protection	\$701,839.50	2332			50%
HVAC	\$3,576,506.00	11882			50%
Trash Compactor	\$225,000.00	748			
Common Area improvements	\$250,000.00	831			
First floor lobby Improvements	\$180,000.00	598			
Laundry/Library improvements	\$33,600.00	112			
Community room improvements	\$ 487,980.00	1621			
Corridors Improvements	\$ 450,000.00	1495			
Additional Fixtures	\$275,000.00	914			
Sub Total	\$28,989,832.50			·	
Contingency 5%	\$1,449,491.63				
A&E 5%	\$1,449,491.63				
Sub Total	\$31,888,815.75				
Admin 2%	\$637,776.32		•		
Total	\$32,526,592.07		\$51,088,942.00	63.67%	

#### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT



OFFICE OF PUBLIC AND INDIAN HOUSING

Special Applications Center 77 W. Jackson Blvd., Room 2401 Chicago, Illinois 60604-3507 Phone: (312) 353-6236 Fax: (312) 886-6413

January 21, 2016

Mr. Gregory Russ
Executive Director
Cambridge Housing Authority
362 Green Street 3<sup>rd</sup> floor
Cambridge MA 02139-3309

Dear Mr. Russ

The U. S. Department of Housing and Urban Development's (Department) Special Applications Center (SAC) received the Cambridge Housing Authority's (CHA) request for an amendment to Public and Indian Housing Information Center (PIC) application DDA0005681.

## **Approval History**

On January 28, 2015, the Department approved the disposition of 1.65 acres of land improved with 1 dwelling building containing 297 dwelling units, 2 merged units and 5 non-dwelling units at Washington Elms (Millers River), MA003000301. The SAC restates the approval in the table below:

Approved for Disposition: Build	Millers River, Ming: 1; Units: 3		, 5 non-dwelli	ng); Acres: 1,65	
Total Units to be Redeveloped: 302	Less than 80% of Area Median Income				
	ACC	Non-ACC	PBV	Market Rate	
Leasehold	0	0	302	. 0	
Acquiring Entity	Millers River LLC, a company owned 99.99 percent by a tax credit investor member and 0.01 percent by a managing member company related to the Cambridge Housing Authority (CHA)				
Disposition Method	Improvements: Negotiated Sale at Less Than Fair Market Value  Land: Ground Lease				
Terms	Seller Financing of Improvements estimated at \$22,834,300  Lease Term of 99 Years at \$73,000 per Year  Each Transaction updated by appraisal prior to disposition			per Year	
Purpose	Renovation and preservation of low-income housing using project based vouchers, low-income housing tax credits and del financing				

#### **Current Request and Approval**

The CHA requests a modification of the disposition method using a two-stage disposition process. The CHA will initially convey to an interim holding entity related to the CHA and, subsequently, the interim entity will convey to the currently approved entity. The first stage transfers the project to Millers River Holding LLC (MRH), owned 99.99 percent by Cambridge

www.hud.gov/offices/pih/centers/sac/

Affordable Housing Corporation, a non-profit entity related to CHA, and 0.01 percent by a managing member company related to the CHA. The second and final stage would occur at the financial closing in early 2018, when the ownership would be transferred from the MRH to the originally-identified ownership entity, Millers River LLC (MRLLC). The CHA requests the modification in order to preserve the acquisition credits. CHA would enter into a 30-year project-based voucher (PBV) Housing Assistance Payments (HAP) contract with the MRH, transferrable to MRLLC at their financial closing. Any proceeds that result will be received by the CHA. The CHA will follow the HUD regulation's terms at 24 CFR 983.205, which allow for a HAP contract with an initial 15-year term and an up-front initial 15-year extension (total of 30 years), based on a determination that the extension is appropriate to continue providing affordable housing for low-income families. The CHA provided a revised timetable and the CHA's Board of Commissioners approved the submission of the amendment on December 21, 2015.

The Department, based on the information forwarded and concurrence from the HUD Boston Office of Public Housing (OPH), approves the inclusion of an interim acquiring entity and modification of the conveyance schedule, as indicated in the table and subject to the conditions noted below.

Millers River, MA003000301 Approved for Disposition: Building: 1; Units: 302 (297 dwelling, 5 non-dwelling); Acres: 1.65					
Total Units to be Redeveloped: 302	Less than 8	0% of Area Med	ian Income		
	ACC	Non-ACC	PBV	Market Rate	
Leasehold	0	0	302	0	
Initial Acquiring Entity	Millers River Holding LLC, a company owned 99.99 percent by Cambridge Affordable Housing Corporation (CAHC) a non- profit instrumentality of CHA and 0.01 percent by a managing member company related to the CHA				
Final Acquiring Entity	Millers River LLC, a company owned 99.99 percent by a tax credit investor member and 0.01 percent by a managing member company related to the Cambridge Housing Authority (CHA)				
Disposition Method	Improvements: Negotiated Sale at Less Than Fair Market Value Land: Ground Lease				
Seller Financing of Improvements estimated at \$22,834,300.  Lease Term of 99 Years at \$73,000 per Year  Initial transactions transferrable; final transactions updated by appraisal prior to disposition					
Purpose	Renovation and preservation of low-income housing using project based vouchers, low-income housing tax credits and debt financing				

#### Revised Timetable

	Milestone	Number of Days after Approval
Α	Begin relocation of residents	380
В	Complete relocation of residents	470
C	Execution of contract for removal (e.g. sales contract)	470
D	Actual Removal Action (e.g., sale closing)	470

#### **Conditions**

- If transfer the MRLLC doesn't occur in 2018, the property needs to be transferred back to the CHA and put under a DOT (or be subject to § 200). If the second transfer doesn't occur, the units would still be under HAP;
- The residents must be offered the opportunity to move with tenant-based vouchers now and that the CHA can't complete the initial disposition until all residents who opt for this find housing and are relocated or offered the opportunity to move with tenant-based assistance later too, if consistent with PBV/MTW rules; and
- The rental payments (above costs) under the PBV HAP of the existing units, prior to the second transfer will be considered as additional disposition proceeds that will be used to support the renovation needs of Millers River.

All other conditions of the original approval dated January 28, 2015, that were not specifically addressed in this letter remain as stipulated in those documents. Notwithstanding this, in the event that there are any inconsistencies or ambiguities between this letter and the Department's previous approval, this letter shall control. The SAC updated the timetable in the IMS/PIC application DDA0005681 to reflect the amendment. A copy of this modification will be forwarded to the HUD Boston OPH for their records. If you have any questions regarding this modification, please contact SACTA@hud.gov.

Sincerely,

Tamara S. Gray

Director

Cc: Boston OPH



#### **EVIDENCE OF NEED FOR AFFORDABLE HOUSING**

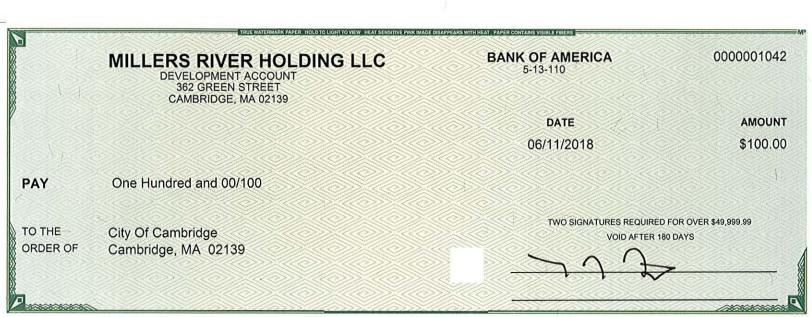
The need for affordable housing in the city of Cambridge is self-evident and appears to be nearly universally desired among the citizenry of Cambridge. Increasing access to the affordable housing for all income groups has been adopted as the number 1 goal of the current City Council term and the number 2 goal of ensuring "Cambridge offers economic and educational opportunity to all," is closely correlated with the goal of providing deeply affordable housing to Cambridge citizens. The most recent 2016 resident opinion survey in Cambridge also identified affordable housing as the most important issue facing Cambridge today with some 30% of residents identifying it as the most important issue facing the city; far outpacing the other issues identified such as education (14 percent), traffic (5 percent), overdevelopment (4 percent), climate change (3 percent), property taxes (3 percent), and other issues. The survey also indicated some 78 percent of residents rated access to affordable housing as only fair or poor.

The desire for affordable housing in Cambridge becomes clear when the current housing costs in the Cambridge market are examined. The 2016 Cambridge Housing Profile published by the Community Development Department indicated that the median sale price for single family homes in 2015 was \$1.15 million and condos was \$612,000. The median monthly rent was also listed at over \$3,100 which would only be considered affordable to families earning over \$100,000 a year using the standard 30% housing affordability metric. Since 2015, housing costs have only increased with a recent assessment by Zillow.com indicating home values have increased approximately 10 percent per year in the last two years.

The inflationary pressures of the housing market combined with the high construction and land acquisition costs in the Greater Boston area lead to the inescapable conclusion that affordable housing production or preservation will only be accomplished in Cambridge where it is subsidized or mandated through regulatory policy making. Affordable housing developers in Cambridge such as the Cambridge Housing Authority, Just-a-Start, HRI, and others are among the only affordable housing providers remaining in the City of Cambridge and their production of new units is based upon their ability to navigate the complex regulatory and financial terrain of building housing in Cambridge.

Data from the CHA's own wait list also provides compelling need for affordable housing. There are approximately 14,000 distinct applicants on our wait list for CHA's 2,900 apartments. The CHA provides over half of the housing designed specifically for elders in Cambridge as well.

MILLERS RIVE Invoice Date	ER HOLDING LLC DE\ Invoice Number	VELOPMENT ACCOUNT  Description		0000001042 Amount
6/10/2018	061018	FILING FEE FRO COMP PERM	\$100.00	
Payee City	ity Of Cambridge		Total Amount	\$100.00





# **Section 3 Existing Site Conditions**

Report on Existing Conditions
Assessor's Plat
Zoning Map
ALTA/NSPS Land Title Survey
Photographs



#### REPORT ON EXISTING CONDITIONS

#### **Building History, Construction Type, and Challenges**

The Millers River Apartment building was built as part of an affordable housing development initiative sponsored by the Massachusetts Institute of Technology (MIT) in Cambridge, MA. The building was designed by Benjamin Thompson Associates, and built from 1971 to 1974 in East Cambridge. While under design and construction, the building was referred to as the "Gore Street" development but later became known as Millers River Apartments. Upon its completion, MIT transferred ownership of the property to the Cambridge Housing Authority, which has managed the development since then. There were two other buildings constructed as part of the MIT development initiative, also designed by Thompson. These are the Lyndon Baines Johnson (LBJ) Apartments at 150 Erie Street in Cambridgeport, and Daniel F. Burns (DFB) Apartments at 50 Churchill Avenue in North Cambridge.

Millers River Apartments is a high-rise building consisting of a 16 story south tower, an attached 19 story north tower, with a one story community building and maintenance building connected to the south tower by a one story enclosed connecting corridor. The building was designed and constructed between 1971 and 1974 and its construction and the materials used are typical of that era including extensive amounts of Asbestos Containing materials in materials on the walls, floors, and ceilings. Millers River currently contains 297 living units. Although the original design provided 304 living units, several units were repurposed for necessary management and service provider functions due to extremely limited service and program space available in the tower. Currently, two units on the 2nd floor are designated "barrier free" and the 6th floor, containing 16 studio units, has been converted to function as "supportive" housing for those tenants who can still live in their units but need some additional 24/7 support from staff managed by the Cambridge Health Alliance.

The high-rise building has a full basement, and two floors of mechanical and elevator space above the 19th floor. The building is built with a cast-in-place reinforced concrete foundation, basement, and first floor slab. All of the upper floors are constructed with precast post-tensioned reinforced concrete panels and precast post tensioned hollow core concrete plank floors. The precast walls and floors essentially create cubes of space approximately 8 feet high by 20 feet wide by 20 feet deep with some units having a greater depth due to building cantilevers or unit orientation. The exterior face of each cube is enclosed by a hybrid system of storefront, metal framing, windows, and a sliding glass door. The exterior has a cement based stucco finish while the interior is finished with painted gypsum drywall. The units themselves are among the smallest in the CHA portfolio with a typical studio unit of only 388 square feet of living area.

In addition to the very small unit sizes, there were several design decisions that have challenged the operations and livability of the building in recent decades. The building's precast wall and floor construction present a significant thermal bridging effect between the conditioned interior spaces and the exterior. The degradation of the exterior window/storefront wall system has resulted in high rates of air and water infiltration/exfiltration. This causes the building to have a significant "stack" effect; where warm air is able to move up and out of the building similar to a chimney resulting in even greater rates of air infiltration. Millers River is among the least energy efficient buildings in the CHA portfolio due to the building envelope although it was converted to relatively high efficiency gas fired boilers in 2005. The window system, limited storage space, and inherent danger of installing or removing A/C units in this high rise building also results in numerous unsightly, inefficient, and leaking window A/C units being left in resident apartment windows year

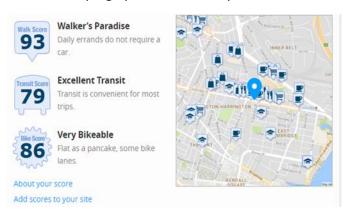


round. The balconies designed for the units in the building are also perhaps the major source of air and water infiltration into the building and also serve as significant health hazard due to their use as a pigeon roost and locus for bird droppings. The residents also report the balconies are generally underutilized as living space and are instead used as an outdoor storage area. Finally, the limited floor area available for programming and services in the tower building has resulted in multiple units being removed from the affordable housing portfolio and repurposed as service spaces.

#### **Site Context and Proximity to Services**

Millers River Apartments is bounded by the Cambridge Street to the South, Lambert Street to the East, Gore Street and Somerville to the North, and the Grand Junction Railroad tracks to the West. It is surround by low-rise residential and commercial in the neighborhood although Millbrook Lofts tower is directly to the North.

From the South, it is interesting to note that from the sidewalk on Cambridge Street the mass of the apartment building beyond is practically indiscernible. The one story space of the community building opens onto a small concrete paved courtyard that aligns with Cambridge Street. The entries are approximately 18" above street grade. This grade is negotiated by a set of stairs and a ramp system, all done in concrete with metal pipe rails. This access to Cambridge Street through the community center is a primary access for residents to transit options that are available including a bus stop directly in front of the building and that this site has a very highly rated walkability and transit index.







From the North, the site primarily serves as an access into the parking lot for the building. Pedestrian access from Medford/Gore Street into the site can be challenging since there is no direct pedestrian sidewalk to the entry. As a result, people walk through the parking lot. The pedestrian paths that were added between the parking bays make sense, but are not visually appealing, and do not meet accessibility codes.

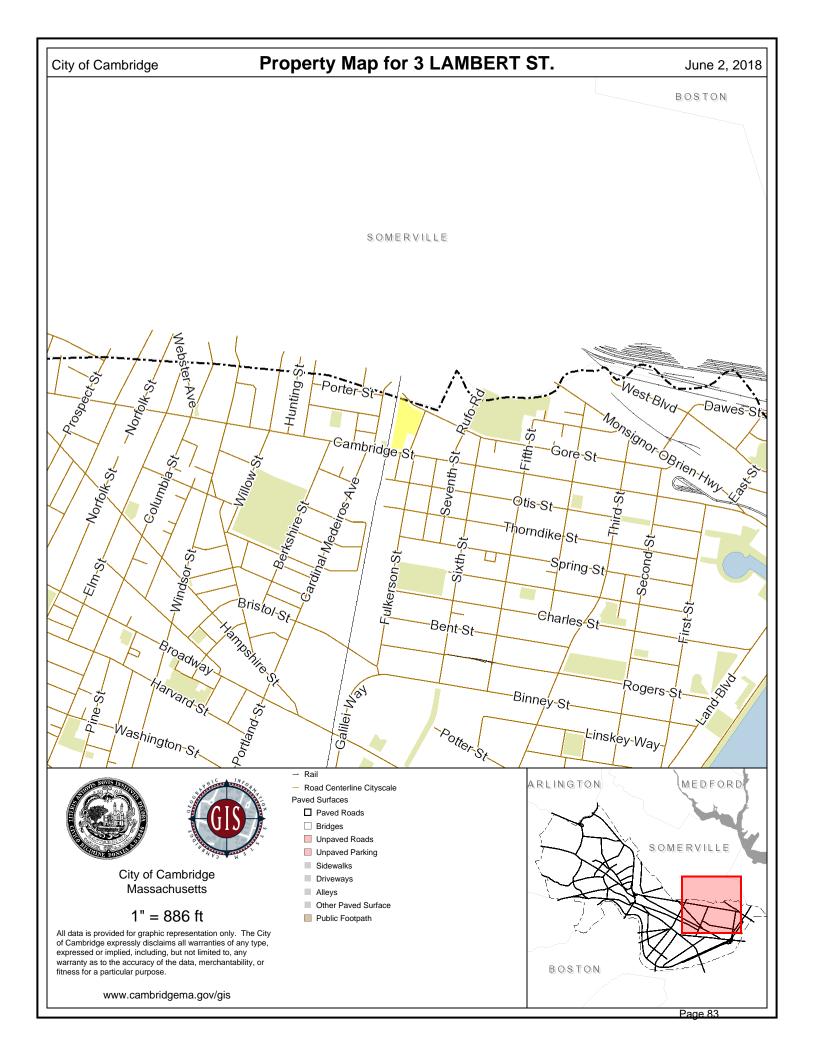


On the East side of the building, Lambert Street serves as the building address and front door to the building for the some 80% of the households who do not own a vehicle. However, there is no loading zone or parking available at the front entrance and so many service vehicles illegally park while making deliveries to the building. Furthermore, the entrance walk is defined by concrete curbs that delineate a series of benches on one side and another bench on the other. This pattern is visually reinforced with plantings of closely spaced Linden trees. The tree and bench pattern on the ground plane, create a restrictive feeling, when approaching the entry. This is more evident when people are sitting in the benches and their feet protrude into the walking space of the sidewalk. There is also a shared service and staff parking lot with approximately 12 spaces that also serves as an area where trash and other materials are stored along with an emergency generator which is screened by a wooden fence.



On the West side of the building, the railroad tracks are currently used only intermittently for rail traffic but it is anticipated a community path will be constructed on and around the right-of-way adjacent to the Millers River lot. The photo below illustrates the underutilized portion of the right-of-way adjacent to Millers River.





6/2/2018 Print

## Property ID 35-100

**PID** 2048

Address 3 LAMBERT ST Land Use SCIENTIFIC

Land Area 1.65 acres / 71795 sq

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Living Area 173634 sq ft

**Property Card** 

**Recent Comparable** 

Sales

Parcel Block Map

(PDF)

#### **Owner Information**

Name CAMBRIDGE

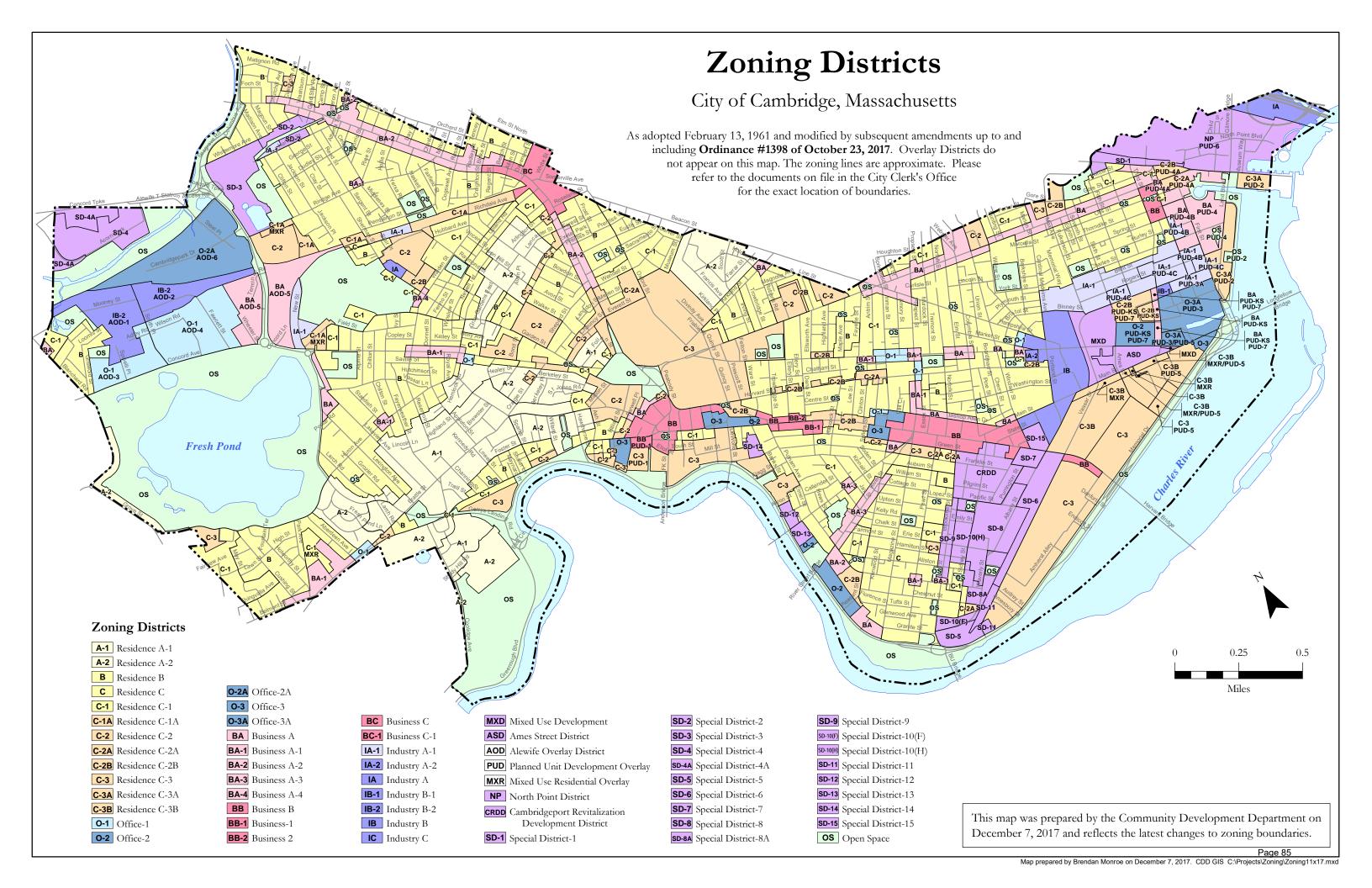
HOUSING AUTHORITY

Address 362 GREEN STREET

City CAMBRIDGE

State MA Zip Code 02139





District	Max. FAR	Min. Lot Area/DU	Min. Setback Front Yard	Min. Setback Side Yard	Min. Setback Rear Yard	Max. Height	Min. OS Ratio	General range of allowed uses	
A-1	0.50	6,000	25	15 sum to 35	25	35	50%	single-family detached dwellings	
A-2	0.50	4,500	20	10 sum to 25	25	35	50%		
В	0.50	2,500	15	7.5 sum to 20	25	35	40%	single- and two-family detached dwellings townhouse dwellings (by special permit)	
С	0.60	1,800	(H+L) ÷ 4 at least 10	(H+L) ÷ 5 ≥7.5, sum ≥20	(H+L) ÷ 4 at least 20	35	36%	single- and two-family detached dwellings townhouse dwellings	
C-1	0.75	1,500	(H+L) ÷ 4 at least 10	(H+L) ÷ 5 at least 7.5	(H+L) ÷ 4 at least 20	35	30%	multifamily dwellings (apartments, condos) limited institutional uses	
C-1A	1.25	1,000	10	(H+L) ÷ 7	(H+L) ÷ 5	45	15%		
C-2	1.75	600	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	85	15%		
C-2A	2.50	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	60	10%	single- and two-family detached dwellings	
C-2B	1.75	600	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	45	15%	townhouse dwellings multifamily dwellings (apartments, condos)	
C-3	3.00	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	120	10%	some institutional uses	
C-3A	3.00	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	120	10%		
C-3B	3.00/4.00	300	10	no min	no min	120	10%		
0-1	0.75	1,200	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	35	15%		
0-2	1.50/2.00	600	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	70/85	15%	manak kuman af mani damkini du callinan	
O-2A	1.25/1.50	600	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	60/70	15%	most types of residential dwellings most institutional uses	
0-3	2.00/3.00	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	90/120	10%	offices and laboratories	
O-3A	2.00/3.00	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	90/120	10%		
ВА	1.00/1.75	600	no min	no min	(H+L) ÷ 5 at least 20	35/45	no min		
BA-1	1.00/0.75	1,200	no min	no min	(H+L) ÷ 5 at least 20	35	no min		
BA-2	1.00/1.75	600	5	10	20	45	no min		
BA-3	0.75	1,500	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	35	30%		
BA-4	1.00/1.75 2.00 w/limitations	600	(H+L) ÷ 4 10' w/limitations	(H+L) ÷ 5 10' w/limitations	(H+L) ÷ 5 10' w/limitations	35 or 44 w/limitation	no min	most types of residential dwellings most institutional uses	
BB	2.75/3.00	300	no min	no min	no min	80	no min	offices and laboratories most retail uses	
BB-1	1.50/3.25	300	no min	no min	no min	55/90	15%		
BB-2	1.50/3.00	300	no min	no min	no min	45	15%		
ВС	1.25/2.00	500	no min	no min	20	55	no min		
BC-1	2.75/3.00	450	no min	no min	20	50	no min		
IA-1	1.25/1.50	700	no min	no min	no min	45	no min		
IA-2	2.75/4.00	no min	no min	no min	no min	70	no min		
IA	1.25/1.50	no min	no min	no min	no min	45	no min	most types of residential dwellings most institutional uses	
IB-1	1.50/3.00	no min	no min	no min	no min	60/70	no min	offices and laboratories some retail uses	
IB-2	0.75	1,200	15	no min	no min	35	15%	most light industrial uses	
IB	2.75/4.00	no min	no min	no min	no min	120	no min	some heavy industrial uses	
IC	1.00	no min	no min	no min	no min	45	no min		
OS	0.25	N/A	25	15	25	35	60%	open space, religious, or civic uses	

#### Notes on Zoning Regulations Table

Max. FAR = maximum allowed ratio of gross floor area on a parcel divided by the total land area of the parcel ("floor area ratio"). Where a slash (/) separates two figures, the first applies to non-residential and the second to residential & dormitory uses.

Min. Lot Area/DU = minimum allowed ratio of a parcel's lot area, expressed in feet, divided by the number of dwelling units on that parcel.

Min. Setback = minimum required distance between a parcel's lot line (front, side, or rear) and the wall of a building, in feet. The symbol (H+L) in a formula represents the height of the building plus the length of the building parallel to that lot line.

Max. Height = maximum allowed building height on a parcel, in feet. A slash (/) has the same meaning as under Max. FAR (see above).

**Min. OS Ratio** = minimum required ratio of usable open space on a parcel (not including parking) to total land area, expressed as a percentage.

**General range of allowed uses** gives an overview of the types of uses permitted by zoning in that district, but does not refer to specific allowed uses. *See Article 4 of the Zoning Ordinance for the detailed Table of Use Regulations*.

**Brief Description and Overview of District Regulations** 

## **City of Cambridge Zoning Reference Sheet**

CAUTIONARY NOTE. This sheet is intended to serve as a quick reference to dimensional standards and use regulations defined in the Cambridge Zoning Ordinance. This sheet does not serve as a substitute for the Cambridge Zoning Ordinance, and the City of Cambridge does not guarantee that this sheet is fully consistent with the Zoning Ordinance. The print version of the Zoning Ordinance, together with any amendments adopted by the City Council subsequent to the most recent update to the print version, remains the official version of the Ordinance. If any discrepancies exist between the print version of the Zoning Ordinance and this sheet, then the print version of the Ordinance, together with any City Council amendments, shall be considered correct.

The full Zoning Ordinance is available online at www.cambridgema.gov/CDD/zoninganddevelopment/Zoning

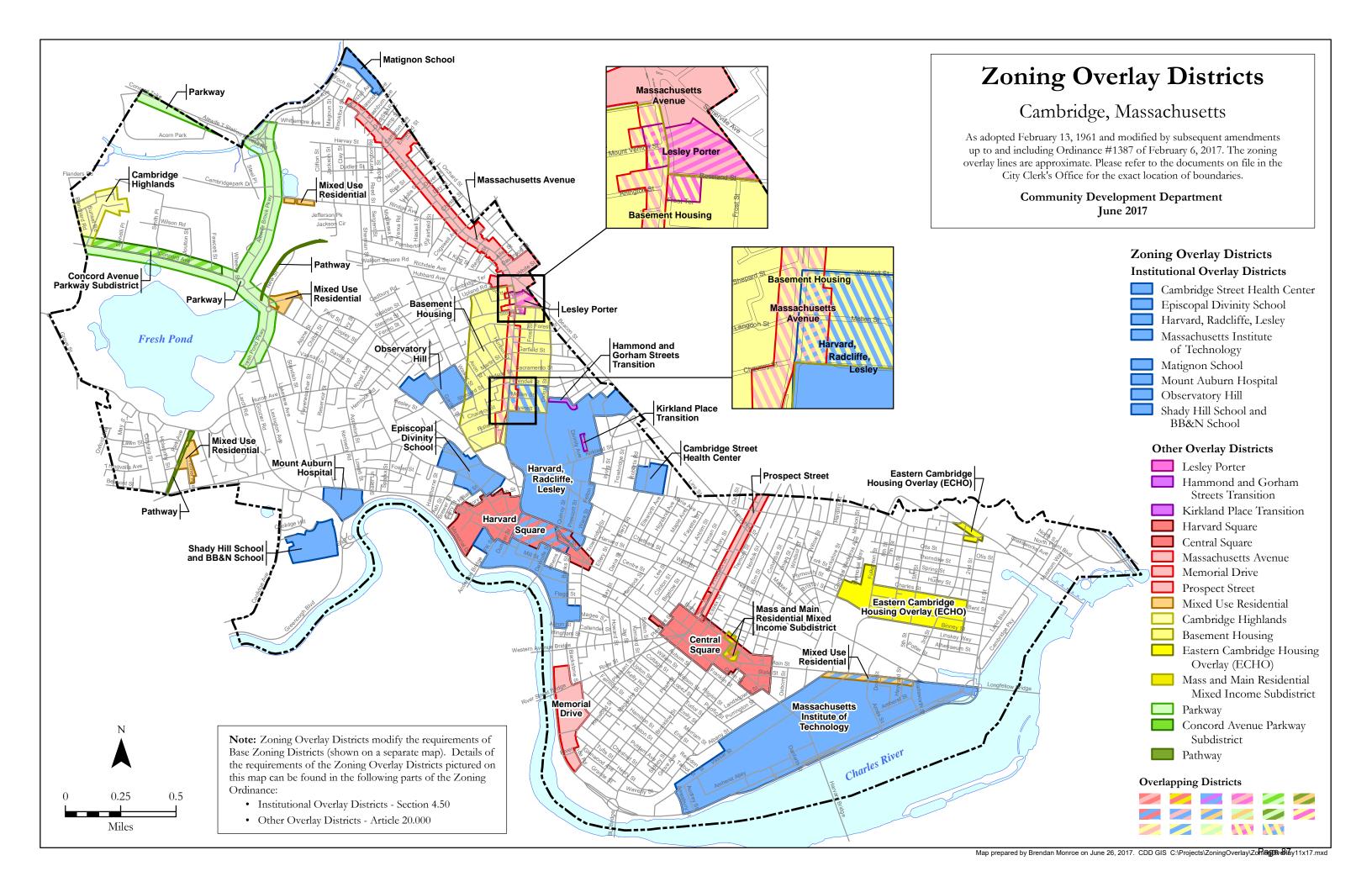
#### Planned Unit Development (PUD) Districts

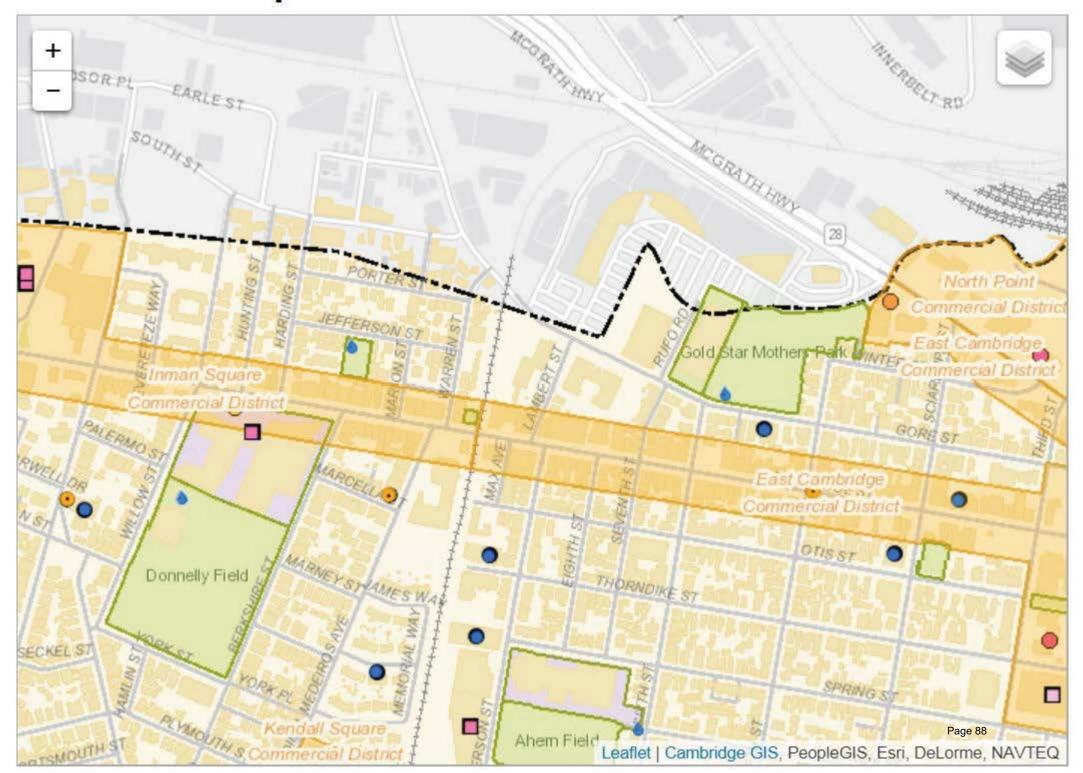
PUD overlay districts provide flexible zoning standards for multi-site phased development with a variety of land uses and densities. A developer may choose to conform to PUD controls in lieu of the base district requirements, but must receive a special permit from the Planning Board. See

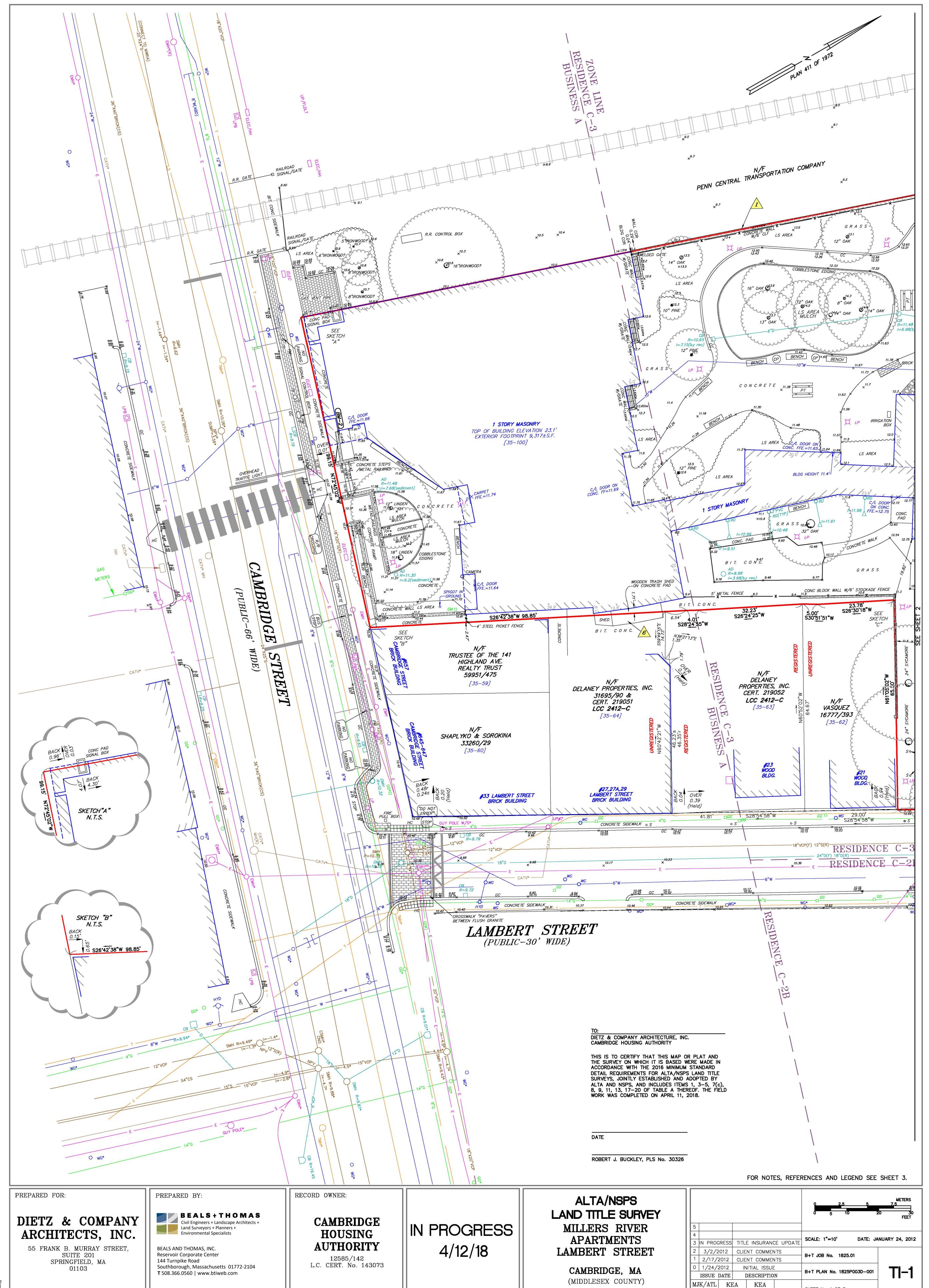
receive a spec	u of the base district requirements, but mus cial permit from the Planning Board. <i>See</i> d 13 of the Zoning Ordinance.
PUD-KS	Kendall Square. Mixed use with office, residential, retail, and a required public park. Max FAR 3.0 with restrictions. Max heights 65'-250', with limitations adjacent to public open space.
PUD-1	Charles Square near Harvard. Medium density mixed use with commercial, office and residential. Max FAR 3.0. Max height 60' with conditional increases to 110'.
PUD-2	East Cambridge Riverfront. Office, retail and residential. Max FAR 3.0, or 4.0 for residential uses. Max height 120'.
PUD-3 PUD-3A	Kendall Square, near riverfront. Mixed use with office, retail and residential. Max FAR 2.0-3.0. Max height 120'-230', with conditions and allowances.
PUD-4 PUD-4A PUD-4B PUD-4C	East Cambridge along First and Binney Streets. Mix of retail, office, and residential. Max FAR 2.0-3.0 and max height 65'-85', with conditions and allowances.
PUD-5	MIT at Kendall Square. Office and institutional development with required housing and ground floor retail. Total FAR 3.9. Heights allowed to 250' for non-residential and 300' for residential uses.
PUD-6	North Point. Residential with retail and office uses, community services, and public open space. Max FAR 3.0, incentive to encourage housing and development near transit. Max heights 85'-250', some areas limited to 65'.
PUD-7	Kendall Square, "Volpe Center Parcel." Mix of commercial office/lab and residential with required open space, ground-floor active uses, and community space. Up to 3.25 million square feet of floor area. Max heights 250'-350', one building up to 500'.

These overlays modify the dimensional provisions of the base districts, generally allowing greater height and FAR by special permit from the Planning Board, but also imposing additional requirements for open space, permeability, setbacks, etc. For delayes 86 Section 20.90 of the Zoning Ordinance.

Special District	(except where otherwise noted, detailed regulations are in Article 17 of the Zoning Ordinance)
MXD (incl. ASD)	Mixed Use Development District: Cambridge Center. Allows a mix of light industry, office, biotechnology manufacturing, retail, residential, hotel, entertainment, and institutional uses. Entire district has a limit on aggregate gross floor area and a minimum open space requirement. Includes "Ames Street District" (ASD). See Article 14 of the Zoning Ordinance.
CRDD	Cambridgeport Revitalization Development District. Allows a mix of light industry, office, retail, residential, hotel, and entertainment uses. Aggregate gross floor area of the entire district limited to 1,900,000 square feet of non-residential and 400,000 square feet (or 400 units) of residential. Limits on FAR and building heights vary. At least 100,000 square feet reserved for open space. See Article 15 of the Zoning Ordinance.
NP	North Point Residence, Office and Business District. Allows certain residential, office, laboratory, retail, and institutional uses. Maximum FAR 1.0, height 40 feet. See Article 16 of the Zoning Ordinance. Greater development density allowed through PUD-6 regulations: See Article 13 of the Zoning Ordinance.
SD-1	Along Monsignor O'Brien Highway in East Cambridge. Regulations similar to Industry A-1 with exceptions.
SD-2	Along Linear Park in North Cambridge. Regulations similar to Residence B with exceptions. Conversion to housing is encouraged.
SD-3	Near Alewife Station. Allows residential, office, institutional, and limited retail uses. Aggregate gross floor area of the entire district limited to 782,500 square feet not including MBTA facilities or existing residential buildings.
SD-4 SD-4A	Along Acorn Park in North Cambridge. Regulations similar to Office 2 with exceptions. Preservation of open space is encouraged.
SD-5	Along Memorial Drive in southern Cambridgeport. Regulations similar to Office 2 with exceptions.
SD-6	Along railroad tracks between Cambridgeport and MIT Campus Area. Regulations similar to Residence C-3 with exceptions.
SD-7	Along Massachusetts Avenue in Cambridgeport. Regulations similar to Business B (as modified by Central Square Overlay District) with exceptions.
SD-8	Between Albany and Sidney Streets in Cambridgeport. Regulations similar to Industry A-1 with exceptions.
SD-8A	Around Fort Washington Park in Cambridgeport. Regulations similar to Residence C-1A with exceptions. Conversion to housing is encouraged.
SD-9	Along Brookline Street in Cambridgeport. Regulations similar to Residence C with exceptions. Conversion to housing is encouraged.
SD-10(F) SD-10(H)	Two locations in southern Cambridgeport near Henry Street, Brookline Street, Sidney Street. Regulations similar to Residence C with exceptions. Conversion to housing is encouraged.
SD-11	Along railroad tracks and Memorial Drive in southeastern Cambridgeport / MIT Campus Area. Regulations similar to Office 2 with exceptions.
SD-12	Along Memorial Drive in Riverside. Regulations similar to Residence C-2B with exceptions. Creation of open space is encouraged.
SD-13	Along Memorial Drive in Riverside. Regulations similar to Residence C-2 with exceptions.
SD-14	Near Grant and Cowperthwaite Streets in Riverside. Regulations similar to Residence C-1 with exceptions. Preservation of neighborhood character is encouraged.
SD-15	At Massachusetts Ave and Albany Street. Regulations similar to Industry B with allowances for additional FAR and height.







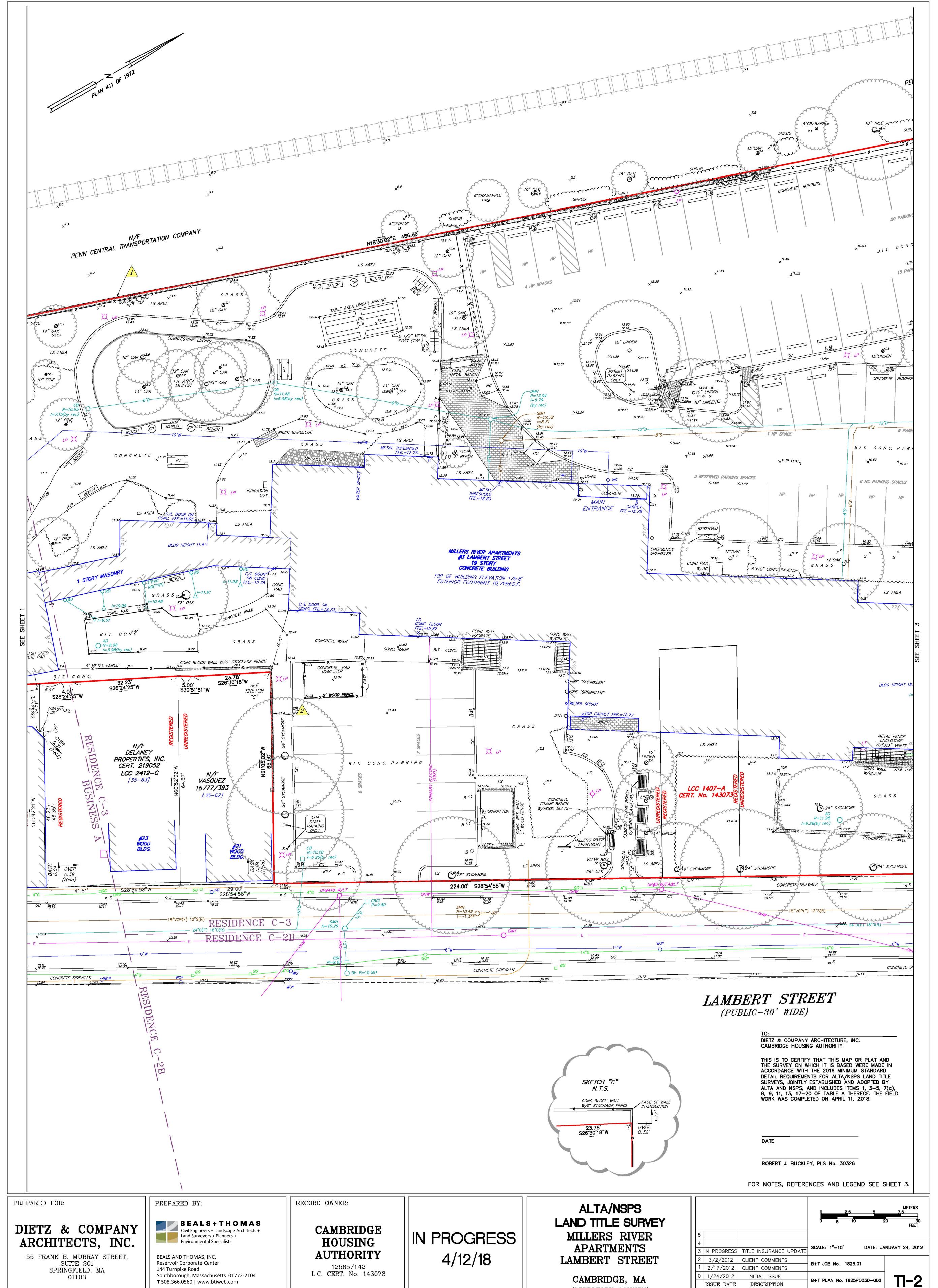
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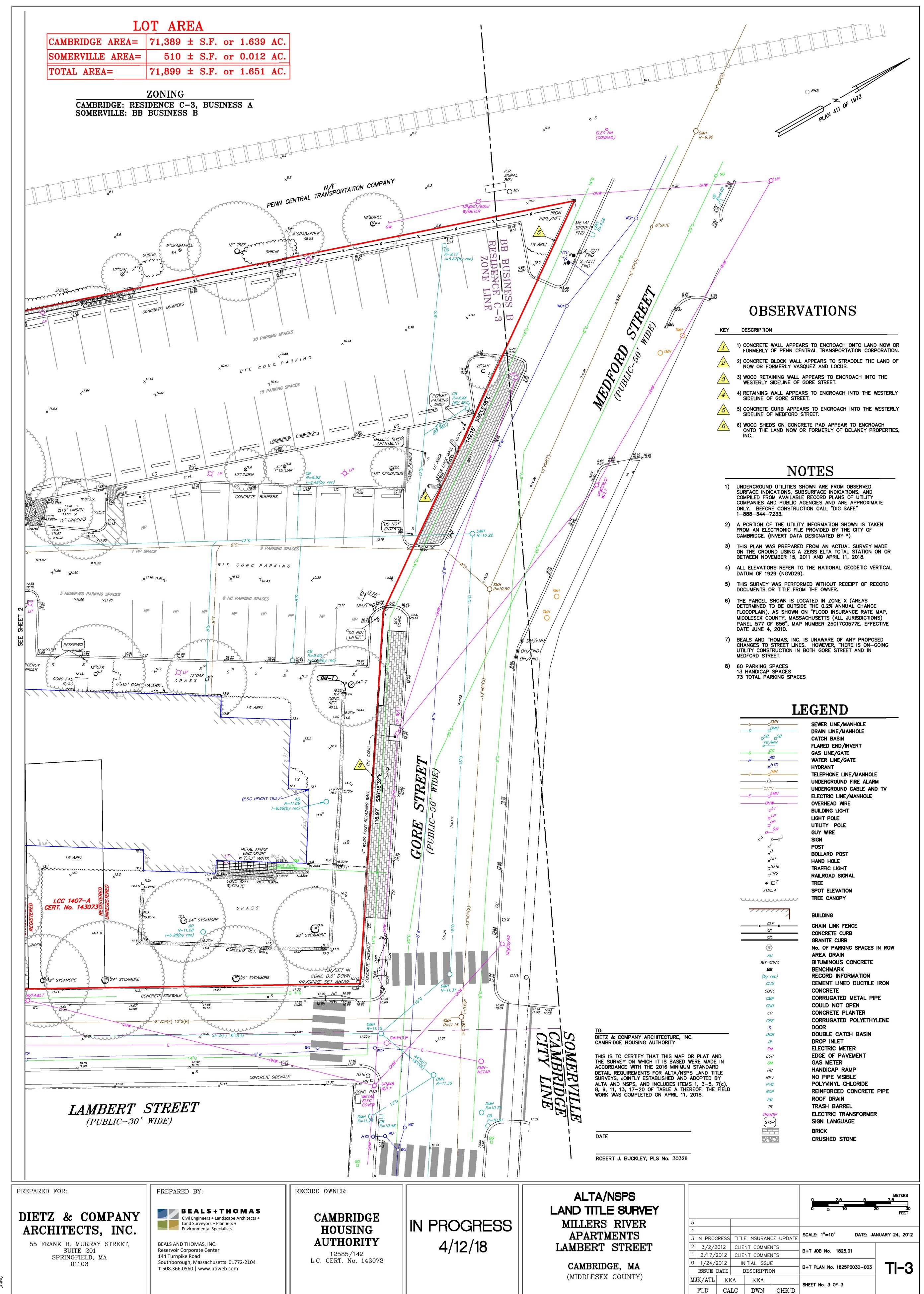
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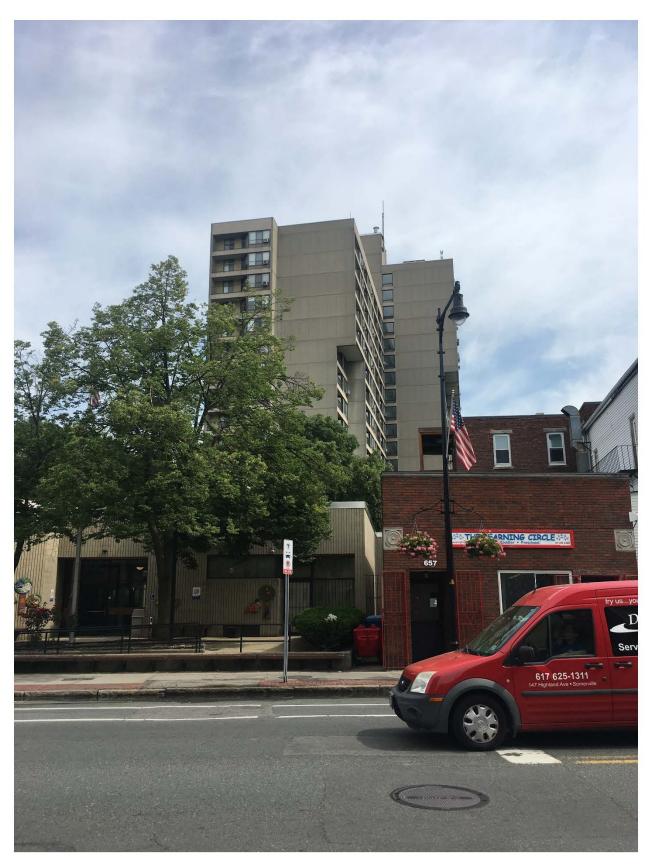
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SHEET No. 2 OF 3



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Millers River viewed from South 1 Cambridge Street in Foreground, Old Community Center and Tower in Background



Millers River viewed from South 2 View from South East- Cambridge and Lambert Street in Foreground, Tower in Background



Millers River viewed from South 3 Cambridge Street in Foreground, Community Center and Tower in Background, Railroad tracks to West



Millers River Viewed from Lambert Street 1



Millers River viewed from Gore Street 1



Millers River viewed from Gore Street 2



View Along railroad tracks along West 1



Exterior Condition 1 View along South face



Exterior Condition 2 Lower Unit and Balconies



Exterior Condition 3 Upper Units and Balconies



Interior Conditions 1 Community Room along Cambridge Street



Interior Conditions 2 First Floor Mail Room



Interior Conditions 3 First Floor Common Area Circulation



Interior Conditions 4 Typical Unit Kitchen



Interior Conditions 5 Typical Unit Bathroom



Interior Conditions 6 Typical View from interior of a unit



Interior Conditions 7 Typical HP Apartment Entry Door with Opener



# Section 4 Proposed Design

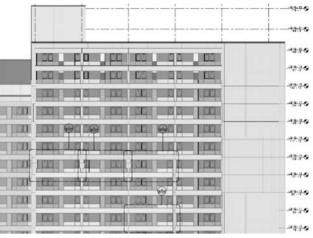
Report on Proposed Design
Sustainability and Enterprise Green Communities
Site Development Plans – 2 copies
Utilities Plan
Drawings



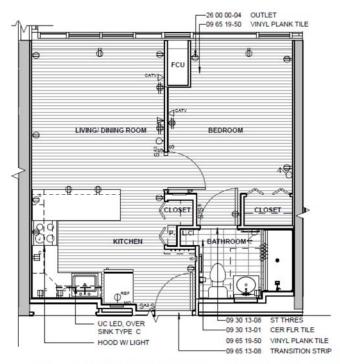
#### REPORT ON PROPOSED DESIGN

The proposed project has three main elements of work: modernization of the tower, construction of a new community center with service program areas, and improvements to the landscape, traffic flow, and exterior. The modernization of the tower is anchored by the wrapping of the entirety of the envelope in a Curtainwall/Insulated Metal Panel system while enclosing the balconies and adding continuous insulation to the building. This improvement is for the purposes of exceeding energy efficiency requirements for the building while adding central air conditioning, eliminating the major sources of air and water infiltration, and restoring an aged and degraded façade.





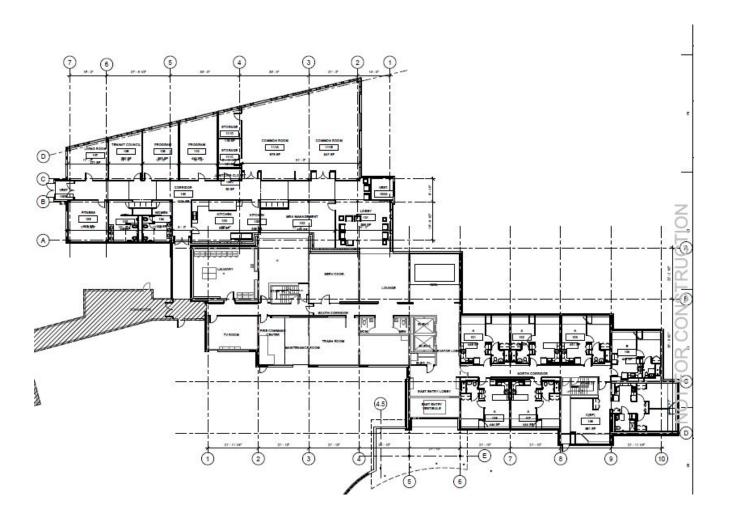
The interior improvements will include extensive demolition and abatement of the asbestos containing material (ACM) in the units, replacement of all finishes and fixtures, installation of 4-pipe vertical fan coil system with integrated ventilation, and reconfiguration of the spaces to account for the newly enclosed balcony areas. The major improvement of unit reconfiguration is the conversion of studios to one bedroom apartments which are greatly desired by prospective residents.



3 TYPE A UNIT FINISH PLAN & SCHEMATIC POWER



The construction of the new community center will improve layout and services to the building residents while allowing for reclamation of several areas on the first floor for affordable housing units and also position the site for future affordable housing development and interaction with an enhanced greenway that is planning along the adjacent railroad right-of-way.



Site enhancements will primarily be centered on Lambert and Gore Streets along with improvements associated with the new community center building, bike storage, and an enhanced life safety generator installation. The Lambert Street entrance will be reconfigured with a new curb cut and pull off to create a true entrance to the building for residents and visitors while reducing illegal double parking on Lambert Street. The Lambert Street entrance will also be a necessary service enhancement to the development. Bike storage will be accomplished with a locked enclosure that blends in with the building along Gore Street and will provide 32 spaces which is sized according to resident needs based on the current approximately 10 bikes stored in the courtyard and the resident survey which indicated approximately 10 percent of the residents own a bike. Along with the improvements to the Lambert Street entrance, the project will include the installation of larger approximately 350KW emergency generator to meet current code requirements and provide a resilient place



of refuge for the residents and community that is powered for residents' medical equipment and tempered for their comfort in the event of an extended power outage. This project envisions a waiver from the Cambridge Noise Requirements for the generator installation due to the impracticality of meeting the requirement without a multi-story enclosure for a piece of equipment that runs only 20 minutes a week as part of its normal course of operation and only during emergencies. Below is a picture of a multi-story generator installation for a 150KW generator at grade at CHA's Temple Apartments designed to meet the noise requirements. Note the generator in the right of the photo rising over two stories.



The Millers River modernization is modeled to reduce the building energy intensity (as expressed in KBtu/sq ft) by over 50 percent, with a 40 percent reduction in water consumption. The building is modeled to exceed stretch code requirements while increasing resident comfort by providing central air conditioning and increased fresh air ventilation.

While the site is not optimal for a solar installation, the plans include a 125 kW Trigen system which will follow the buildings thermal load, with the waste heat providing domestic hot water in the winter and cooling in the



summer via an absorption chiller. The electricity generated from the Tri-gen unit will substantially offset the building load, while reducing local emissions and lowering operating costs. Each unit will have a fan coil unit delivering heating and cooling with individual (ERVs) energy recovery units providing fresh air directly to the unit, in addition to a common ERV for corridors and common spaces.

The building plans also include new exterior cladding which in addition the aesthetic improvements, will add insulation and air sealing, and eliminate the existing thermal bridging to the exterior. Resident units will include a large area of window glazing to increase daylight and livability in the small units.

The building will be certified via the Enterprise Green Communities program which requires the building to achieve energy savings of at least 15 percent above code, advanced water savings, as well as measures intended to support resident health and comfort such as low VOC products, increased ventilation, air sealing, and thoughtfully designed units and community spaces.

CHA is committed to energy reductions and development of on sight generation across our portfolio, the agency is part of the Department of Energy's Better Buildings Challenge with a commitment to reducing energy intensity by 20 percent by 2020. CHA has demonstrated prior success with the modernization of Lyndon Baines Johnson Apartments and the soon to be completed Frank J Manning Apartments in Central Square.



#### ENTERPRISE GREEN COMMUNITIES SUSTANIBILITY REPORTING PROGRAM COMPARISON

The Millers River Apartment Revitalization will include a comprehensive rehabilitation of the existing 298 unit building. The building, which serves elderly and disabled residents, will seek Enterprise Green Communities Certification in order to meet the City of Cambridge's Sustainability requirements.

Enterprise Green Communities is a sustainability certification program designed specifically for affordable multi-family developments. The corresponding certification under the USGBC LEED certification program would currently be LEED v4 BD+C New Construction and Major Renovations. LEED is in the process of adapting their Multi-Family Mid-Rise (MFMR) LEED for Homes certification to include buildings that have more than 8 stories, but this process is not complete yet and thus the LEED v4 BD+C New Construction and Major Renovations pathway is the most comparable to Enterprise Green Communities certification.

LEED v4 and Enterprise have similar groupings (as per the attached chart) and many credits that are very similar. A full comparison of 2015 Enterprise Green Communities (EGC) Criteria and USGBC's LEED v4 for BD+C: New Construction and Major Renovation criteria is attached.

LEED v4 BD+C New Construction and Major Renovations and the 2015 Enterprise Green Communities Criteria (2015 Criteria) are similar sustainability certification programs. Comparable categories are covered, although each program includes distinct mandatory requirements and optional points that do not overlap.

Importantly, the 2015 EGC Criteria and LEED v4 New Construction and Major Renovation incorporate ASHRAE 90.1-2013 +10% (15% above 2010) performance targets for building energy performance standards, and feature criterion/points that focus on improving indoor air quality and health by considering material selection and ventilation strategies.

LEED v4 Leadership in Energy and Environmental Design (LEED) is a suite of rating systems developed by the United States Green Building Council (USGBC). LEED rating systems are applicable to buildings (including schools, residential, commercial) as well as neighborhoods. The LEED v4 for BD+C: New Construction and Major Renovation Design and Construction program focuses on whole buildings.

The LEED v4 for BD+C: New Construction and Major Renovation Design and Construction program is an updated framework designed around goal oriented impact categories in order to improve the residential built environment. Certification to all of the LEED rating systems is completed by the Green Building Certification Institute (GBCI). The LEED v4 for BD+C: New Construction and Major Renovation pathway applies to high-rise multi-family buildings (more than eight stories). These projects may be new construction or substantial rehabilitation.

LEED v4 BD+C New Construction and Major Renovations is, of course, less specific to most residential projects but is suited to a high-rise multi-family residential apartment building.



#### Certification

Both Enterprise Green Communities and LEED v4 New Construction and Renovation offer checklists that must be followed by the project team. These checklists are used as planning tools for project teams interested in green building during the integrative design process to determine environmental and performance goals. If a builder or developer is interested in certification, both Enterprise and LEED have requirements for certification in their respective programs, which result in formal recognition. A comparison of the checklists for both programs is attached.

The Enterprise Green Communities Criteria are the framework for a two-step certification process. For Step 1, developers apply online during the design phase before construction starts. Project teams submit basic organizational and development information, a plan for criteria implementation, site plans and a context map, appropriate energy modeling information, and key project team member sign offs. Enterprise reviews the application within 30 days, and determines whether the project is approved to move to Step 2.

For Step 2, project teams submit final documentation online within 60 days of completing construction. Final documentation includes criteria compliance and cost reports, a utility release form, photos, and key project team member sign offs. Enterprise reviews and determines whether the project will be certified, and issues notification via email within 30 days.

To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the criteria mandatory measures applicable to that construction type. New Construction projects must achieve 35 optional points, while Substantial Rehab and Moderate Rehab projects must achieve 30 optional points.

Certification through LEED requires registering a project with USGBC and submitting project documentation for certification. There are costs related to the LEED certification and registration process that are greater than those incurred in seeking Enterprise certification. The Millers River Apartments Revitalization project proposes to utilize the Enterprise Green Communities (EGC) Certification program in lieu of LEED. A comparison of the two programs is presented below. The Millers River Apartment Revitalization Project is designed to achieve ECG certification with a total of 116 Optional Points, the equivalent of LEED Gold or better. Note that LEED has a possible total of 110 points but projects rarely achieve all points. Achieving at least 80 points in LEED is equal to a Platinum rating which is the highest rating granted. Enterprise has many more mandatory requirements some of which would equate to points in LEED. In addition, Enterprise has a large pool of points for optional credits, so there is not a one-to-one correspondence in comparing point totals. Achieving Enterprise with its mandatory credits and 126 optional points would be at least equivalent to LEED Gold or better. (See attached documentation).



Category Compa	rison	LEE	)	Enterprise		
LEED CATEGORIES	EGC SECTION ALIGNMENT	Number of Prerequisites	Optional Points (max)	Number of Mandatory Credits	Optional Points (max)	
LEED does not feature an Integrative Design category, but does include Integrative Process credit (2 points)	Integrative Design	n/a	2	4	36	
Location and Transportation	Location + Neighborhood Fabric	n/a	16	5	47	
Sustainable Sites	Site Improvements	1	10	5	17	
Water Efficiency	Water Conservation	3	11	1	28	
Energy and Atmosphere	Energy Efficiency	4	33	7	60	
Materials and Resource s	Materials	2	13	6	40	
Indoor Environmental	Healthy Living Environment	2	16	8	60	
LEED does not feature an Operations, Maintenance and Resident Engagement category, but does include several credits that address these topics.	Operations, Maintenance + Resident Engagement	n/a	n/a	5	11	
Innovation	n/a	1	6	n/a	n/a	
Regional Priority	n/a	n/a	4	n/a	n/a	

LEED v4 BD+C: includes four levels of certification that a project may achieve through meeting the applicable prerequisites and optional credits for the project type. The certification tiers include: "Certified" at 40-49 points, "Silver" at 50-59 points, "Gold" at 60-79 points, and "Platinum" at 80+ Points.



M = MANDATORY
# = OPTIONAL POINTS

# 2015 Enterprise Green Communities Criteria Checklist

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. Additionally, New Construction projects must achieve 35 optional points, Substantial Rehab projects must achieve 30 optional points, and Moderate Rehab projects must also achieve 30 optional points.

		1. INTEGRATIVE DESIGN
YES NO MAYBE	М	<ul><li>1.1a Goal Setting</li><li>Develop an integrative design process that works best for your project team and intentions.</li><li>At minimum, document:</li><li>1. A statement of the overall green development goals of the project and the expected intended</li></ul>
		<ul><li>outcomes from addressing those goals.</li><li>2. A summary of the integrative process that was used to select the green building strategies, systems and materials that will be incorporated into the project.</li></ul>
		3. A description of how progress and success against these goals will be measured throughout the completion of design, construction and operation to ensure that the green features are included and correctly installed.
YES NO MAYBE	М	1.1b Criteria Documentation  Create design and construction documentation to include information on implementation of appropriate Enterprise Green Communities Criteria.
YES NO MAYBE	9	1.1c Designing for Project Performance  Identify how the expected performance of your project compares to the actual performance of other projects in your portfolio and/or community.
YES NO MAYBE	М	1.2a Resident Health and Well-Being: Design for Health  Identify potential resident health factors and design your project to address resident health and well-being by using the matrix provided on pages 22 and 23.
YES NO MAYBE	12	1.2b Resident Health and Well-Being: Health Action Plan At pre-design and continuing throughout the project life cycle, collaborate with public health professionals and community stakeholders to assess, identify, implement and monitor achievable actions to enhance health-promoting features of the project and minimize features that could present health risks. Specifically, create a Health Action Plan and integrate the selected interventions and a plan for monitoring and evaluating progress per the full criterion.
YES NO MAYBE	М	<b>1.3a Resilient Communities: Design for Resilience</b> ( <i>New Construction and Substantial Rehab only</i> ) Given your project building type, location and expected resident population, identify a project characteristic that would most likely impact your project's ability to withstand an unexpected weather event or loss of power. Select at least one criterion from the given list that would help mitigate that impact, and incorporate this within your project plans and design. Include a short narrative providing your rationale for selecting this criterion above the others.

M = MANDATORY # = OPTIONAL POINTS		
		INTEGRATIVE DESIGN (continued)
YES NO MAYBE	15	<b>1.3b Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment</b> Carry out a Vulnerabilities Assessment and implement building elements designed to enable the project to adapt to, and mitigate, climate impacts given the project location, building/construction type and resident population.
		SUBTOTAL OPTIONAL POINTS
		2. LOCATION + NEIGHBORHOOD FABRIC
		<ul> <li>New Construction: All new construction projects must earn optional points under Criterion 2.8 Access to Public Transportation, OR earn 8 optional points through selecting one or more of the following:</li> <li>2.7 Preservation of and Access to Open Space</li> <li>2.9 Improving Connectivity to the Community</li> <li>2.12 Access to Fresh, Local Foods</li> <li>2.13 LEED for Neighborhood Development Certification</li> <li>2.14 Local Economic Development and Community Wealth Creation</li> </ul>
YES NO MAYBE	М	2.1 Sensitive Site Protection
		Do not locate new projects, including buildings, built structures, roads or parking areas, on portions of sites that meet any of the following provisions:
		1. Land within 100 feet of wetlands, including isolated wetlands or streams. Maintain or establish riparian buffer using native vegetation where possible. Bike and foot paths are allowed if at least 25 feet from the wetlands boundary.
		2. Land on slope greater than 15%.
		<ul><li>3. Land with prime soils, unique soils or soils of state significance per USDA designations.</li><li>4. Public parkland.</li></ul>
		<ol> <li>Land that is specifically identified as an existing habitat for any species on federal or state threatened or endangered lists.</li> </ol>
		<ol><li>Land that is within the Special Flood Hazard Areas (SFHA) as identified by FEMA on the Flood Insurance Rate Map.</li></ol>
YES NO MAYBE	М	<b>2.2 Connections to Existing Development and Infrastructure</b> (Except for projects located on rural tribal lands, in colonias communities, or in communities with populations of less than 10,000)  Locate the project on a site with access to existing roads, water, sewers and other infrastructure within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the pedestrian grid.
YES NO MAYBE	М	<b>2.3 Compact Development</b> At a minimum, build to the residential density (dwelling units/acre) of the census block group in which your project is located.
YES NO MAYBE	5 or 7	<b>2.4 Compact Development</b> Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for [5 points]; exceed by 3x for [7 points].

M = MANDATORY # = OPTIONAL POINTS		
		LOCATION + NEIGHBORHOOD FABRIC (continued)
YES NO MAYBE	М	2.5 Proximity to Services Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
YES NO MAYBE	М	<b>2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Towns</b> Set aside a minimum of 10% (minimum of 0.25 acre) of the total project acreage as non-paved open space for use by all residents <b>OR</b> locate the project within a 0.25-mile walk distance of dedicated public non-paved open space that is a minimum of 0.75 acres.
YES NO MAYBE	6 max	2.7 Preservation of and Access to Open Space
		Set aside a percentage of non-paved open space for use by all residents. 20% [2 points]; 30% [4 points]; 40% + written statement of preservation/conservation policy for set-aside land [6 points].
YES NO MAYBE	8 or 10	2.8 Access to Public Transportation
Bike lanes on CB stree	et	Locate projects within a 0.5-mile walk distance of transit services combined (bus, rail and/or ferry), constituting at least 60 or more transit rides per weekday, with some type of weekend ride option. [8 points]
		For projects that qualify as Rural/Tribal/Small Town, locate the project within a 5-mile distance of at least one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; or 5) public–private regional transportation. [8 points]
		For an additional 2 points: Locate the project along dedicated bike trails or lanes that lead to transit services or stations (bus, rail and ferry) within 3 miles.
YES NO MAYBE	2 to 8	2.9 Improving Connectivity to the Community Improve access to community amenities through at least one of the transit, auto or biking mobility measures listed.
YES NO MAYBE	5 max	2.10 Passive Solar Heating / Cooling Design and build with passive solar design, orientation and shading that meet specificed guidelines.
YES NO MAYBE	4	2.11 Brownfield Site or Adaptive Reuse Building Rehabilitate an existing structure that was not previously used as housing or locate the project on a brownfield site.
YES NO MAYBE	6	2.12 Access to Fresh, Local Foods Farmer's Market twice a month at Millers  Pursue one of three options to provide residents and staff with access to fresh, local foods, including neighborhood farms and gardens, community-supported agriculture, or proximity to farmers markets.
YES NO MAYBE	4	<b>2.13 LEED for Neighborhood Development Certification</b> Locate building(s) in a Stage 2 Pre-Certified or Stage 3 Certified Neighborhood Development.
YES NO MAYBE	6 max	<b>2.14 Local Economic Development and Community Wealth Creation</b> Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process [2 points] <b>OR</b> demonstrate that you achieved at least 20% local employment [3 points] <b>OR</b> provide physical space for small business, nonprofits, and/or skills and workforce education [3 points].

M = MANDATORY
# = OPTIONAL POINTS

		3. SITE IMPROVEMENTS
YES NO MAYBE	М	<b>3.1 Environmental Remediation</b> Conduct an environmental site assessment to determine whether any hazardous materials are present on-site; mitigate any found.
YES NO MAYBE	М	<b>3.2 Erosion and Sedimentation Control</b> (Except for infill sites with buildable area smaller than one acre) Implement EPA's Best Management Practices for Construction Site Stormwater Runoff Control, or local requirements, whichever is more stringent.
YES NO MAYBE	М	<b>3.3 Low-Impact Development</b> Projects located on greenfields must meet the list of low-impact development criteria.
YES NO MAYBE	М	<b>3.4 Landscaping</b> If providing plantings, all should be native or adapted to the region, appropriate to the site's soil and microclimate, and none of the new plants is an invasive species. Reseed or xeriscape all disturbed areas.
YES NO MAYBE	М	<b>3.5a Efficient Irrigation and Water Reuse</b> If irrigation is used, install an efficient irrigation or water reuse system per the guidelines.
YES NO MAYBE	4 or 8	<b>3.5b Efficient Irrigation and Water Reuse</b> <i>A new system will be needed, which will be efficient.</i> Install an efficient irrigation system equipped with a WaterSense-labeled weather-based irrigation controller (WBIC) <b>OR</b> at least 50% of the site's irrigation should be satisfied by reusing water.
YES NO MAYBE	4 or 8	<b>3.6 Surface Stormwater Management</b> Retain, infiltrate and/or harvest the first 1.0 inch of rain that falls [4 points] <b>OR</b> as calculated for a 24-hour period of a one-year (1) storm event, so that no stormwater is discharged to drains/inlets. [8 points] For both options, permanently label all storm drains and inlets.
YES NO MAYBE	1	<b>3.7 Reducing Heat-Island Effect: Paving</b> Use light-colored, high-albedo materials and/or an open-grid pavement, with a minimum solar reflectance of 0.3, over at least 50% of the site's hardscaped area.
		SUBTOTAL OPTIONAL POINTS
		4. WATER CONSERVATION
YES NO MAYBE	М	4.1 Water-Conserving Fixtures Install water-conserving fixtures in all units and any common facilities with the following specifications. <i>Toilets:</i> WaterSense-labeled and 1.28 gpf; <i>Urinals:</i> WaterSense-labeled and 0.5 gpf; <i>Showerheads:</i> WaterSense-labeled and 2.0 gpm; <i>Kitchen faucets:</i> 2.0 gpm; <i>Lav faucets:</i> WaterSense-labeled and 1.5 gpm  AND for all single-family homes and all dwelling units in buildings three stories or fewer, the static service pressure must not exceed 60 psi.

M = MANDATORY # = OPTIONAL POINTS		
		WATER CONSERVATION (continued)
YES NO MAYBE	6 max	4.2 Advanced Water Conservation
CHA's flow rates		Reduce water consumption either by installing water-conserving fixtures in all units and all common
Toilets .08,		space bathrooms with the following specifications: <i>Toilets:</i> WaterSense-labeled and 1.1 gpf [1 point]; <i>Showerheads:</i> WaterSense-labeled and 1.5 gpm [1 point]; <i>Kitchen faucets:</i> 1.5 gpm and <i>lav faucets:</i>
Plumbing Fixtures -		WaterSense-labeled and 1.0 gpm [1 point]
Showerheads at		OR
1.5gpm, Kitchens at 1.5gpm, and		Reduce total indoor water consumption by at least 30% compared to the baseline indoor water consumption chart, through a combination of your choosing. [6 points maximum]
YES NO MAYBE	4	4.3 Leaks and Water Metering
		Conduct pressure-loss tests and visual inspections to determine if there are any leaks; fix any leaks
		found; and meter or submeter each dwelling unit with a technology capable of tracking water use. Separately meter outdoor water consumption.
YES NO MAYBE	4	4.4 Efficient Plumbing Layout and Design
		To minimize water loss from delivering hot water, the hot water delivery system shall store no
		more than 0.5 gallons of water in any piping/manifold between the hot water source and any hot water fixture.
YES NO MAYBE	6 max	4.5 Water Reuse
		Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's total water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points]
YES NO MAYBE	8	4.6 Access to Potable Water During Emergencies
		Provide residents with access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options.
		SUBTOTAL OPTIONAL POINTS
		5. ENERGY EFFICIENCY
YES NO MAYBE	М	<b>5.1a Building Performance Standard</b> (New Construction: single-family and low-rise multifamily) Certify each dwelling unit in the project through the ENERGY STAR New Homes program.
YES NO MAYBE	M	5.1b Building Performance Standard (New Construction: mid-rise and high-rise multifamily,
		with some exceptions)
		Certify the project through the ENERGY STAR Multifamily High-Rise program (MFHR) <b>OR</b> follow the combined MFHR and LEED Commissioning Path outlined in the criterion.
		<i>Exception:</i> Multifamily buildings that are four or five stories, in which all dwelling units have their own heating, cooling and hot water systems, should comply with Criterion 5.1a and certify each dwelling unit per ENERGY STAR Certified New Homes.
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M = MANDATORY # = OPTIONAL POINTS		
		ENERGY EFFICIENCY (continued)
YES NO MAYBE	М	5.1c Building Performance Standard (Substantial and Moderate Rehab: single-family and
		low-rise multifamily)
		For each dwelling unit, achieve a HERS Index score of 85 or less.
		Exception: Substantial rehabs of buildings with walls made only of brick/masonry that are three stories or fewer and built before 1980, as well as moderate rehabs of buildings that are three stories or fewer and built before 1980, are permitted to instead achieve a HERS Index score of 100 or less for each dwelling unit.
YES NO MAYBE	М	<b>5.1d Building Performance Standard</b> (Substantial and Moderate Rehab: mid-rise and high-rise)
		Demonstrate that the energy performance of the completed building will be equivalent to ASHRAE 90.1-2010 using an energy model created by a qualified energy services provider per Appendix G.
YES NO MAYBE	5 to 12	5.2a Additional Reductions in Energy Use
Need to achieve		Design and construct a building that is projected to be at least 5% more efficient than what is
10% better than		required of the project by Criteria 5.1a–d. (Projects receiving points in Criterion 5.2a may not receive points per Criterion 5.2b)
Ashre 2013 for		
City NO MAYBE	12	5.2b Advanced Certification: Nearing Net Zero
,		Certify the project in a program that requires advanced levels of building envelope performance such as PHIUS, Living Building Challenge and/or DOE Zero Energy Ready Home. (Projects receiving points in Criterion 5.2b may not receive points per Criterion 5.2a)
YES NO MAYBE	М	5.3 Sizing of Heating and Cooling Equipment
		Size and select heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals J and S or ASHRAE handbooks.
YES NO MAYBE	М	5.4 ENERGY STAR Appliances
		If providing appliances, install ENERGY STAR clothes washers, dishwashers and refrigerators. If appliances will not be installed or replaced at this time, specify that, at the time of installation or replacement, ENERGY STAR models must be used.
YES NO MAYBE	М	5.5 Lighting
		Follow the guidance for high-efficacy lighting controls and other characteristics for all permanently installed lighting fixtures in project dwelling units, common spaces and exterior
*		5.6 Electricity Meter
○ YES ○ NO ○ MAYBE	M	New Construction and Substantial Rehab
YES NO MAYBE	6	Moderate Rehab (Except for single-room occupancy and designated supportive housing dwelling units) Install individual or submetered electric meters for all dwelling units.
YES NO MAYBE	4	5.7a Photovoltaic/Solar Hot Water Ready
		Orient, design, engineer, wire and/or plumb the development to accommodate installation of photovoltaic (PV) or solar hot water system in the future.

M = MANDATORY # = OPTIONAL POINTS **ENERGY EFFICIENCY** (continued) YES NO MAYBE 10 max 5.7b Renewable Energy Install photovoltaic (PV) panels or other electric-generating renewable energy source to provide a specified percentage of the project's estimated total energy demand or water heating energy demand. (Projects may earn points through Criterion 5.7b or 5.8b, but not both.) 5% 10% 20% 30% 40% Single-story/Single-family 6 8 10 2 to 3 stories 6 8 10 4 stories or more YES NO MAYBE 5.8a Resilient Energy Systems: Floodproofing Conduct floodproofing, including perimeter floodproofing (barriers/shields), of lower floors. Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood. YES NO MAYBE 4 to 8 5.8b Resilient Energy Systems: Islandable Power Provide emergency power through an islandable photovoltaic (PV) system or an efficient and portable generator that will offer at least limited electricity for critical circuits during power outages per one of the three options listed. (Projects may earn points through Criterion 5.7b or 5.8b, but not both.) SUBTOTAL OPTIONAL POINTS 6. MATERIALS YES NO MAYBE M 6.1 Low/No VOC Paints, Coatings and Primers All interior paints and primers must have VOC levels, in grams per liter, less than or equal to the thresholds established by South Coast Air Quality Management District (SCAQMD) Rule 1113. YES NO MAYBE 6.2 Low/No VOC Adhesives and Sealants All adhesives and sealants (including caulks) must have VOC levels, in grams per liter, less than or equal to the thresholds established by the South Coast Air Quality Management District Rule 1168. YES NO MAYBE 3 max 6.3 Recycled Content Material Incorporate building materials that are composed of at least 25% post-consumer recycled content or at least 50% post-industrial recycled content. [1 point] Building materials that make up at least 75% of their project component each receive 1 point. YES NO MAYBE 4 max 6.4 Regional Materials Use products that were extracted, processed and manufactured within 500 miles of the project for a minimum of 50%, based on cost, of the building materials' value. often achieve Select any or all of these options (each material can qualify for 1 point): concrete and Framing materials framing, • Exterior materials (e.g., siding, masonry, roofing) sometimes · Flooring materials cabinets, · Concrete/cement and aggregate material counters, · Drywall/interior sheathing materials LED light

fixture

M = MANDATORY # = OPTIONAL POINTS		
YES NO MAYBE	1	MATERIALS (continued)  6.5 Certified, Salvaged and Engineered Wood Products  For at least 25% of all structural wood products, by cost or value, commit to using either
YES NO MAYBE	М	FSC-certified, salvaged products or engineered framing materials without urea formaldehyde.  6.6 Composite Wood Products that Emit Low/No Formaldehyde  All composite wood products must be certified as compliant with California 02120 Phase 2 OP
		All composite wood products must be certified as compliant with California 93120 Phase 2 <b>OR</b> , if using a composite wood product that does not comply with California 93120 Phase 2, all exposed edges and sides must be sealed with low-VOC sealants, per Criterion 6.2.
YES NO MAYBE	М	6.7a Environmentally Preferable Flooring  Do not install carpets in building entryways, laundry rooms, bathrooms, kitchens/kitchenettes, utility rooms or any rooms built on foundation slabs. Where installed, all carpet products must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad and carpet adhesives. Any hard surface flooring products must be either ceramic tile or solid unfinished hardwood floors, or meet the Scientific Certification System's FloorScore program criteria (including pre-finished hardwood flooring).
YES NO MAYBE	6	<b>6.7b Environmentally Preferable Flooring: Throughout Building</b> Use non-vinyl, non-carpet floor coverings throughout each building in the project.
YES NO MAYBE	M	<b>6.8 Mold Prevention: Surfaces</b> Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens and laundry rooms. Materials installed in these rooms should not be prone to deterioration due to moisture intrusion or encourage the growth of mold.
YES NO MAYBE	М	<b>6.9 Mold Prevention: Tub and Shower Enclosures</b> Use moisture-resistant backing materials such as cement board, fiber cement board or equivalent per ASTM #D3273 behind tub/shower enclosures. Projects using a one-piece fiberglass tub/shower enclosure are exempt from this requirement.
Possible 8? insulation, wallcoveri ngs, or composite wood	12 max	<ul> <li>6.10 Asthmagen-Free materials</li> <li>Do not install products that contain ingredients that are known to cause or trigger asthma.</li> <li>Key products to avoid are:</li> <li>Insulation: Do not use spray polyurethane foam (SPF) or formaldehyde-containing fiberglass batts. [4 points]</li> <li>Flooring: Do not use flexible vinyl (PVC) roll or sheet flooring or carpet-backed with vinyl with phthalates. Do not use fluid applied finish floors. [4 points]</li> <li>Wall coverings: Do not use wallpaper made from vinyl (PVC) with phthalates or site-applied high-performance coatings that are epoxy or polyurethane based. [4 points]</li> <li>Composite wood: Use only ULEF products for cabinetry, subflooring and other interior composite wood uses. [4 points]</li> </ul>
YES NO MAYBE	5	<b>6.11 Reduced Heat-Island Effect: Roofing</b> Use an ENERGY STAR–certified roofing product for 100% of the roof area <b>OR</b> install a "green" (vegetated) roof for at least 50% of the roof area and ENERGY STAR–certified roofing product for the remainder of the roof area.

M = MANDATORY # = OPTIONAL POINTS		
		MATERIALS (continued)
YES NO MAYBE	M or	6.12 Construction Waste Management
	6 max	Commit to following a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
YES NO MAYBE	3	<b>6.13 Recycling Storage</b> Provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms (if applicable).
		Additionally, in multifamily buildings, provide at least one easily accessible, permanent and dedicated indoor area for the collection and storage of materials for recycling. In single-family homes, points will be accrued only if curb-side recycling pickup is available.
		Collected materials should include, at a minimum, paper, cardboard, glass, metals and plastics.
		SUBTOTAL OPTIONAL POINTS
		7. HEALTHY LIVING ENVIRONMENT
YES NO MAYBE YES NO MAYBE	M 12 max	7.1 Ventilation Each unit will have individual ventilations  New Construction and Substantial Rehab system with energy recovery.  Moderate Rehab
		For each dwelling unit, in full accordance with ASHRAE 62.2-2010, install a local mechanical exhaust system in each bathroom [4 points], a local mechanical exhaust system in each kitchen [4 points], and a whole-house mechanical ventilation system [4 points].
		For each multifamily building of four stories and more, in full accordance with ASHRAE 62.1-2010, install a mechanical ventilation system for all hallways and common spaces [3 points].
		For all project types, in addition to the above requirements:
		• All systems and associated ductwork must be installed per manufacturer's recommendations.
		<ul> <li>All individual bathroom fans must be ENERGY STAR labeled, wired to turn on with the light switch, and equipped with a humidistat sensor, timer or other control (e.g., occupancy sensor, delay off switch, ventilation controller).</li> </ul>
		<ul> <li>If using central ventilation systems with rooftop fans, each rooftop fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 mus also have an ECM motor.</li> </ul>
YES NO MAYBE	М	<b>7.2 Clothes Dryer Exhaust</b> Clothes dryers must be exhausted directly to the outdoors using rigid-type ductwork (except for condensing dryers, which must be plumbed to a drain).

M = MANDATORY # = OPTIONAL POINTS **HEALTHY LIVING ENVIRONMENT** (continued) YES NO MAYBE 7.3 Combustion Equipment M For new construction and rehab projects, specify power-vented or direct vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. In Substantial and Moderate Rehabs, if there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct vent and that is not scheduled for replacement, conduct initial combustion safety testing per the given guidelines. Install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 720. YES NO MAYBE 9 or 11 7.4 Elimination of Combustion Within the Conditioned Space No combustion equipment may be used for cooking (to include, but not limited to ranges, cooktops, stoves, ovens) as part of the building project [9 points] OR no combustion equipment may be used as part of the building project [11 points]. YES NO MAYBE M 7.5 Vapor Retarder Strategies Install vapor barriers that meet specified criteria appropriate for the foundation type. YES NO MAYBE М 7.6 Water Drainage (For all New Construction projects and those Rehab projects that include replacing particular assemblies called out below) Provide drainage of water away from walls, windows and roofs by implementing the list of techniques. YES NO MAYBE M 7.7 Mold Prevention: Water Heaters Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling. YES NO MAYBE M 7.8 Radon Mitigation For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test and mitigate per the specified protocols. YES NO MAYBE М 7.9 Garage Isolation · Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed. • Do not install ductwork or air handling equipment in a garage. · Fix all connecting doors between conditioned space and garage with gaskets or otherwise make substantially airtight with weather stripping. • Install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone of the project, placed per National Fire Protection Association (NFPA) 720. YES NO MAYBE М 7.10 Integrated Pest Management Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.

M = MANDATORY # = OPTIONAL POINTS		
YES NO MAYBE	9	<ul> <li>HEALTHY LIVING ENVIRONMENT (continued)</li> <li>7.11a Beyond ADA: Universal Design (New Construction)</li> <li>Design a minimum of 15% of the dwelling units (no fewer than one) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines. Design the remainder of the ground-floor units and elevator-reachable units in accordance with ICC/ANSI A117.1, Type B.</li> </ul>
YES NO MAYBE	7 or 9	<ul> <li>7.11b Beyond ADA: Universal Design (Substantial and Moderate Rehab)</li> <li>Design a minimum of 10% of the dwelling units (one, at minimum) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines. [7 points]</li> <li>For an additional 2 points: Design the remainder of the ground-floor units and elevator-reachable units with accessible unit entrances designed to accommodate people who use a wheelchair.</li> </ul>
YES NO MAYBE	М	<b>7.12 Active Design: Promoting Physical Activity Within the Building</b> Situate at least one building stairway per the criterion to encourage use <b>OR</b> emphasize at least one strategy inside the building designed to increase frequency and duration of physical activity per the criterion.
YES NO MAYBE	10	7.13 Active Design: Staircases and Building Circulation  A staircase must be accessible and visible from the main lobby as well as visible within a 25-foot walking distance from any edge of lobby. Ensure that no turns or obstacles prevent visibility of or accessibility to the qualifying staircase from the lobby, and that the staircase is encountered before or at the same time as the elevators.  From the corridor, accessible staircases should be made visible by: Providing transparent glazing of at least 10 square feet (1 square meter) at all stair doors or at a side light OR providing magnetic door holds on all doors leading to the stairs OR removing door enclosures/vestibules.
YES NO MAYBE	9	<b>7.14 Interior and Outdoor Activity Spaces for Children and Adults</b> Provide an on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.
YES NO MAYBE	М	7.15 Reduce Lead Hazards in Pre-1978 Buildings (Substantial Rehab) Conduct lead risk assessment or inspection to identify lead hazards, then control for these per EPA or state/local laws and requirements.
YES NO MAYBE	10	7.16 Smoke-Free Building Implement and enforce a no-smoking policy in all common and individual living areas, and within a 25-foot perimeter around the exterior of all residential projects.  SUBTOTAL OPTIONAL POINTS

M = MANDATORY
# = OPTIONAL POINTS

*		
		8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT
YES NO MAYBE	М	<b>8.1 Building Operations &amp; Maintenance (O&amp;M) Manual and Plan</b> (For all multifamily projects)  Develop a manual with thorough building operations and maintenance guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development and construction stages, and should include sections/chapters addressing the list of topics.
YES NO MAYBE	М	<ul> <li>8.2 Emergency Management Manual (For all multifamily projects)</li> <li>Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to:</li> <li>communication plans for staff and residents</li> <li>useful contact information for public utility and other service providers</li> <li>infrastructure and building "shutdown" procedures</li> </ul>
YES NO MAYBE	М	<b>8.3 Resident Manual</b> Provide a guide for homeowners and renters that explains the intent, benefits, use and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.
YES NO MAYBE	М	<b>8.4 Resident and Property Staff Orientation</b> Provide a comprehensive walk-through and orientation for all residents, property manager(s) and buildings operations staff. Use the appropriate manuals (see Criteria 8.1, 8.2, 8.3) as the base of the curriculum, and review the project's green features, operations and maintenance procedures, and emergency protocols.
YES NO MAYBE	М	8.5 Project Data Collection and Monitoring System: 100% Owner-Paid Utility Accounts; 15% Tenant-Paid Utility Accounts  For rental properties: Collect and monitor project energy and water performance data for 100% of owner-paid utilities and 15% of tenant-paid utilities for at least 5 years. This data must be maintained in a manner that allows staff to easily access and monitor it, enabling them to make informed operations and capital planning decisions. Also allow Enterprise access to this data.  For owner-occupied units: Collect and monitor energy and water performance data in a manner that allows for easy access and review and provides the ability to influence home operations. Also allow Enterprise access to this data.
YES NO MAYBE	7 or 11	8.6 Project Data Collection and Monitoring System: Greater than 15% Tenant-Paid Utility Accounts  Collect and monitor project energy and water performance data for at least 5 years. This data must be maintained in a manner that allows staff to easily access and monitor it, enabling them to make informed operations and capital planning decisions. Also allow Enterprise access to this data.  16–60% of units [7 points]; 60–100% of units [11 points].  SUBTOTAL OPTIONAL POINTS

Project Name: Millers River Apartments Date: 6/27/2018



#### LEED v4 for BD+C: New Construction and Major Renovation



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Y	May e	'b  N	<b>V</b> I	dit/PR #	Credit Description		Possible Points	<b>Expected Points</b>	Credit #	Impact	Credit Description
I			Credi	it	Integrative Process	ı	Mandatory	9	l.la		Goal Setting
16	4	4	Loca	tion an	d Transportation	16		28			Location + Neighborhood Fabric
4	4		LT01		LEED for Neighborhood Development Location	8					
		1	LT02		Sensitive Land Protection	I					
		2	LT03		High Priority Site	2					
5			LT04		Surrounding Density and Diverse Uses	5		7	2.4		Compact Development
								6	2.12		Access to Fresh, Local Foods
5			LT05		Access to Quality Transit	5		3	2.9		Improving Connectivity to the Community
			LT06					10	2.8		Access to Public Transportation
ı			LT07		Bicycle Facilities	ı			2.9		Improving Connectivity to the Community
I			LT08		Reduced Parking Footprint	I		2	2.7		Preservation of and Access to Open Space
		ı	LT09		Green Vehicles	ı					
2	2	6	Susta	ainable	Sites	10		6			Site Improvements
Υ			Prere	eq	Construction Activity Pollution Prevention	Required	Mandatory		3.2		Erosion and Sedimentation Control (Except for infill sites with buildable area smaller than one acre)
	ı		SSOI		Site Assessment	ı	Mandatory		3.1		Environmental Remediation
		2	SS02		Site Development - Protect or Restore Habitat	2	Mandatory		3.4		Landscaping
l			SS03		Open Space	ı			2.7		Preservation of and Access to Open Space
	ı	2	SS04		Rainwater Management	3					
l		I	SS05		Heat Island Reduction	2		5	6.11		Reduced Heat-Island Effect: Roofing
								ı	3.7		Reducing Heat Island Effect: Paving
		1	SS06		Light Pollution Reduction	ı					
				er Effici	<u> </u>						

Project Name: Millers River Apartments Date:



### LEED v4 for BD+C: New Construction and Major Renovation

Project Checklist



		$\overline{}$								
Y	Mayl e	b N	Credit/PR #	Credit Description		Possible Points	Expected Points	Credit #	Impact	Credit Description
Υ			Prereq	Outdoor Water Use Reduction	Required			3.5b		Efficient Irrigation and Water Reuse
Y			Prereq	Indoor Water Use Reduction	Required	Mandatory		4.1		Water-Conserving Fixtures
Υ			Prereq	Building-Level Water Metering	Required					
I			WE01	Outdoor Water Use Reduction	2			3.5b		Efficient Irrigation and Water Reuse
6			WE02	Indoor Water Use Reduction	6		6	4.2		Advanced Water Conservation
	I	I	WE03	Cooling Tower Water Use	2					
I			WE04	Water Metering	l	Mandatory		8.5		Project Data Collection and Monitoring System: 100% Owner Paid Utility Accounts, 15% Tenant Paid Utility Accounts
15	4	12	<b>Energy and</b>	Atmosphere	33		10			Energy Efficiency
								l.lc		Designing for Project Performance
Υ			Prereq	Fundamental Commissioning and Verification	Required					
Υ			Prereq	Minimum Energy Performance	Required	Mandatory		5.1d		Building Performance Standard: Substantial and Moderate Rehab: mid-rise and high-rise multifamily
						Mandatory		5.4		ENERGY STAR Appliances

6/27/2018

Project Name: Millers River Apartments

Date:

6/27/2018



## LEED v4 for BD+C: New Construction and Major Renovation



V	Mayl	N	Credit/PR	Credit Description		Possible Points	Expected Points	Credit	Impact	Credit Description
Ŀ	е	'	#	Credit Description			Expected 1 onits	#		
						Mandatory		5.5		Lighting
Υ	-		Prereq	Building-Level Energy Metering	Required					
Y		_		Fundamental Refrigerant Management	Required					
			rereq	r undamental Nemigerane Flanagement	rtequired					
		6	EA01	Enhanced Commissioning	6	Mandatory		8.4		Resident and Property Manager Orientation
14	2		EA02	Optimize Energy Performance	18		10	5.2a		Additional Reductions in Energy Use
				5 periode 2.10. 6/ 1. 0.101 marice				J.24		, testisonal reductions in Energy osc

Project Name: Millers River Apartments Date: 6/27/2018



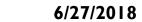
### LEED v4 for BD+C: New Construction and Major Renovation



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\	May e	b N	Credit/PR #	Credit Description			Possible Points	Expected Points	Credit #	Impact	Credit Description
		ı	EA03	Advanced Energy Metering		I	Mandatory		8.5		Project Data Collection and Monitoring System: 100% Owner Paid Utility Accounts, 15% Tenant Paid Utility Accounts
	2		EA04	Demand Response		2	Mandatory		I.3a		Resilient Communities: Design for Resilience (New Construction & Substantial Rehab only)
		3	EA05	Renewable Energy Production		3					
1			EA06	Enhanced Refrigerant Management		I					
		2	EA07	Green Power and Carbon Offsets		2					
8	2	3	Materials ar	nd Resources		13		11			Materials
Υ			Prereq	Storage and Collection of Recyclables		Required		3	6.13		Recycling Storage for Multifamily Project
Υ			Prereq	Construction and Demolition Waste Management Planning		Required		I	6.3		Recycled Content Material
2		3	MR01	Building Life-Cycle Impact Reduction		5					
2				Building Product Disclosure and Optimization - Environmental Pro-	duct	2					
1	I			Building Product Disclosure and Optimization - Sourcing of Raw M		2		ı	6.4		Regional Material
ī	1		MR04	Building Product Disclosure and Optimization - Material Ingredient	s	2					
2			MR05	Construction and Demolition Waste Management	-	2		6	6.12		Construction Waste Management (Minimum requirements for all projects. Optional points are available for projects that go beyond mandatory.)
1	<b>1</b> I	0	Indoor Envi	ronmental Quality		16		26			Healthy Living Environment
Υ			Prereq	Minimum Indoor Air Quality Performance		Required	Mandatory	12	7.1		Ventilation (Mandatory for New Construction and Substantial Rehab)

Project Name: Millers River Apartments

Date:





### LEED v4 for BD+C: New Construction and Major Renovation



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Y	Mayb e	N	Credit/PR #	Credit Description		Possible Points	Expected Points	Credit #	Impact	Credit Description
						Mandatory		6.2		Low / No VOC Adhesives and Sealants
Υ			Prereq	Environmental Tobacco Smoke Control	Required		10	7.16		Smoke-Free Building
2			IAQ01	Enhanced Indoor Air Quality Strategies	2	Mandatory		I.2a		Resident Health and Wellbeing: Design for Health
			IAQ02	, , ,		,	4	6.10		Asthmagen-free Materials
3		_	IAQ03	Low-Emitting Materials	3	Mandatory		6.2		Low / No VOC Adhesives and Sealants
						,				
						Mandatory		6.6		Composite Wood Products that Emit Low / No
						Í				Formaldehyde
						Mandatory		6.7a		Environmentally Preferable Flooring
						, i				, ,
			IAQ04	Construction Indoor Air Quality Management Plan		Mandatory		6.8		Mold Prevention: Surfaces
			IAQUI	Construction indoor All Quality Hanagement Han	'	i landatory		0.0		i loid i revention. Surfaces
			IAQ05			Mandatory		6.9		Mold Prevention: Tub & Shower Enclosures
			171203			Trandacory		0.7		Triola Frevention. Fub & Shower Enclosures
2			IAQ06	Indoor Air Quality Assessment	2			7.1		Ventilation (Optional for Moderate Rehab)
2			IAQUO	Indoor Air Quarry Assessment	2			7.1		Ventuation (Optional for Proderate Kenab)
			IAQ07	Thermal Comfort	1					
2		_	IAQ07 IAQ08		2					
2		_		Interior Lighting	3			-		
2			IAQ09	Daylight	3					

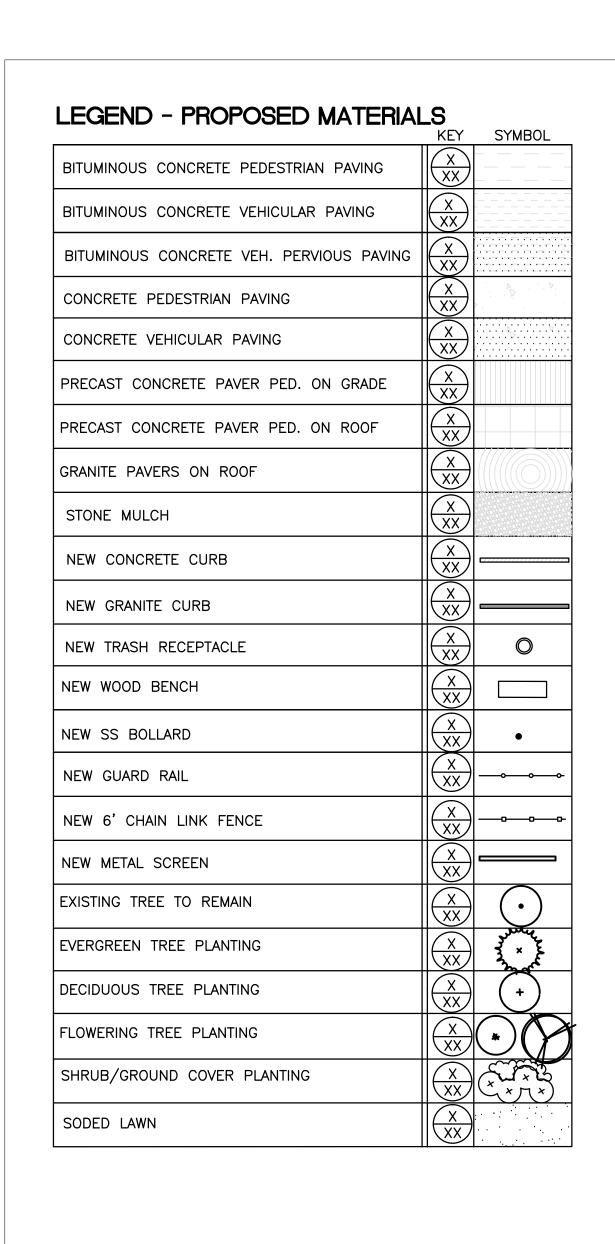
Project Name: Millers River Apartments Date: 6/27/2018

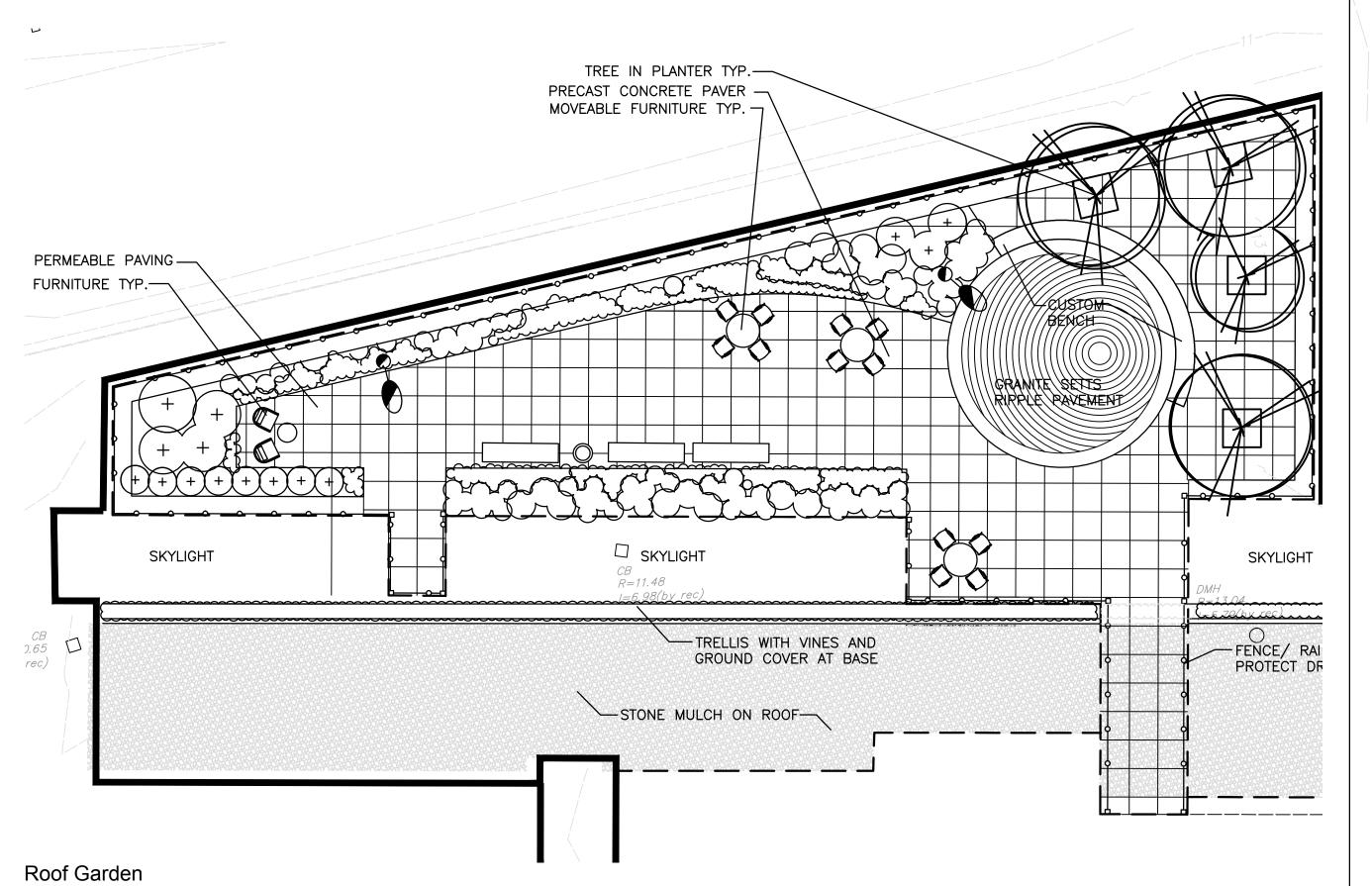


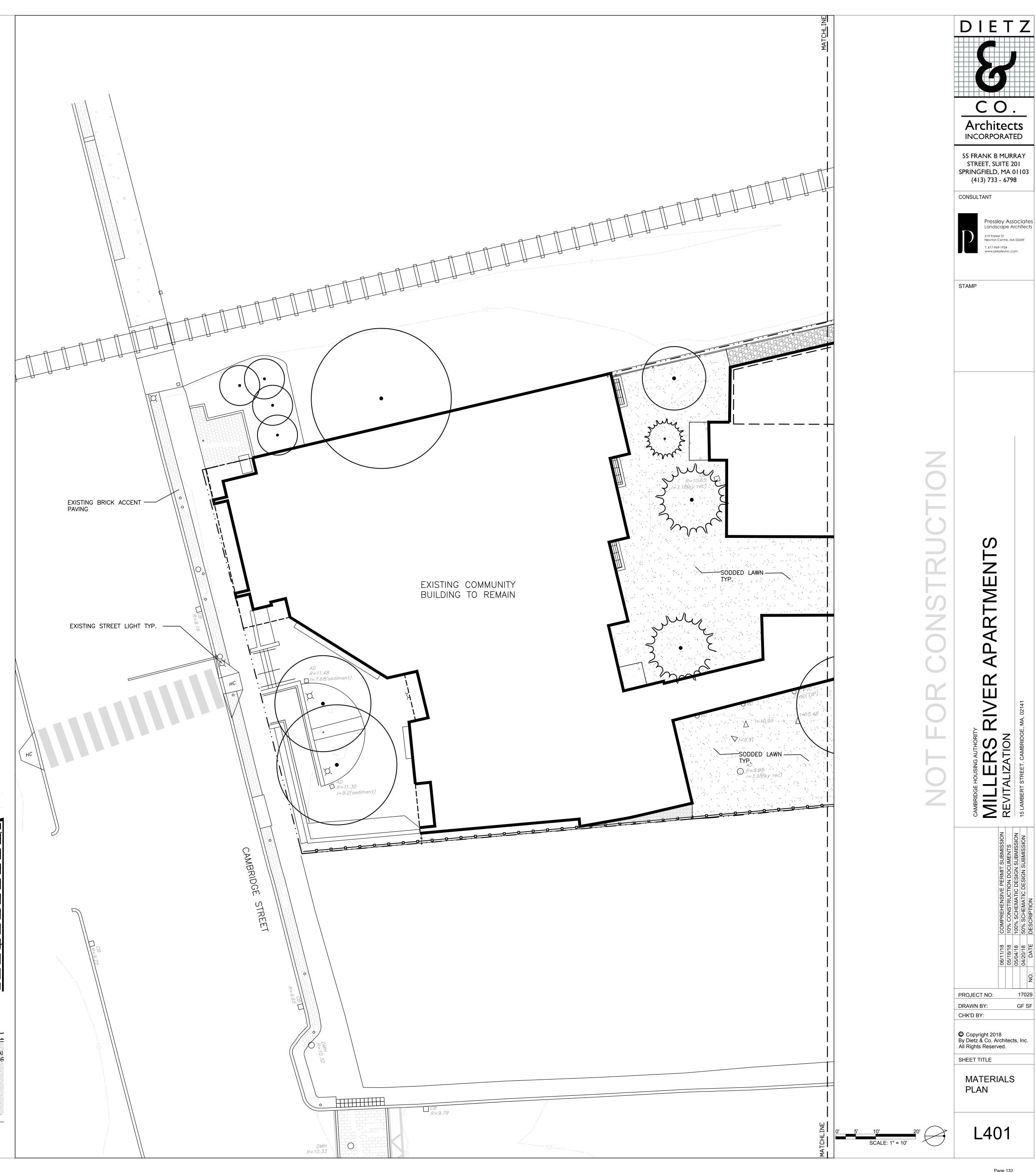
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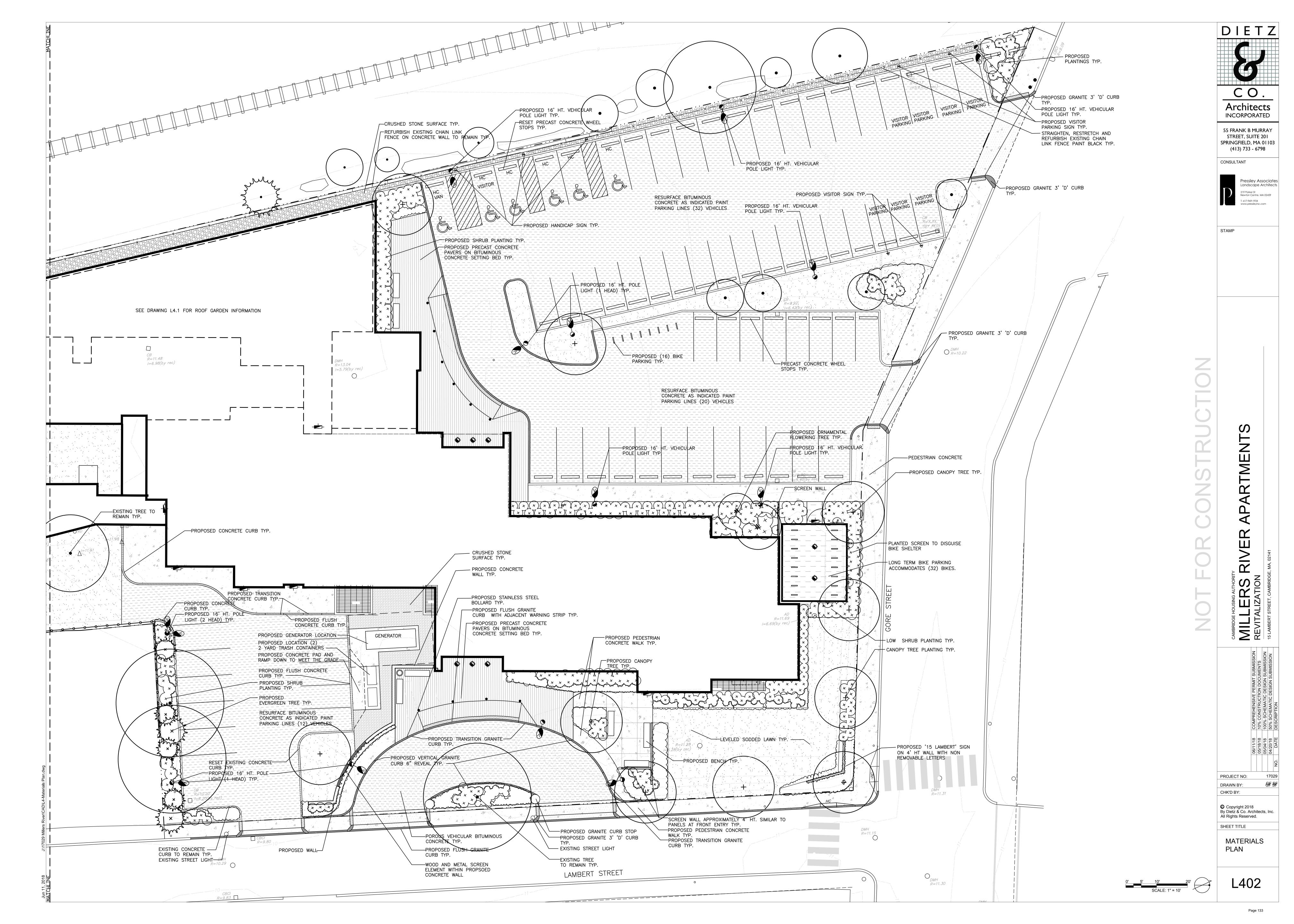


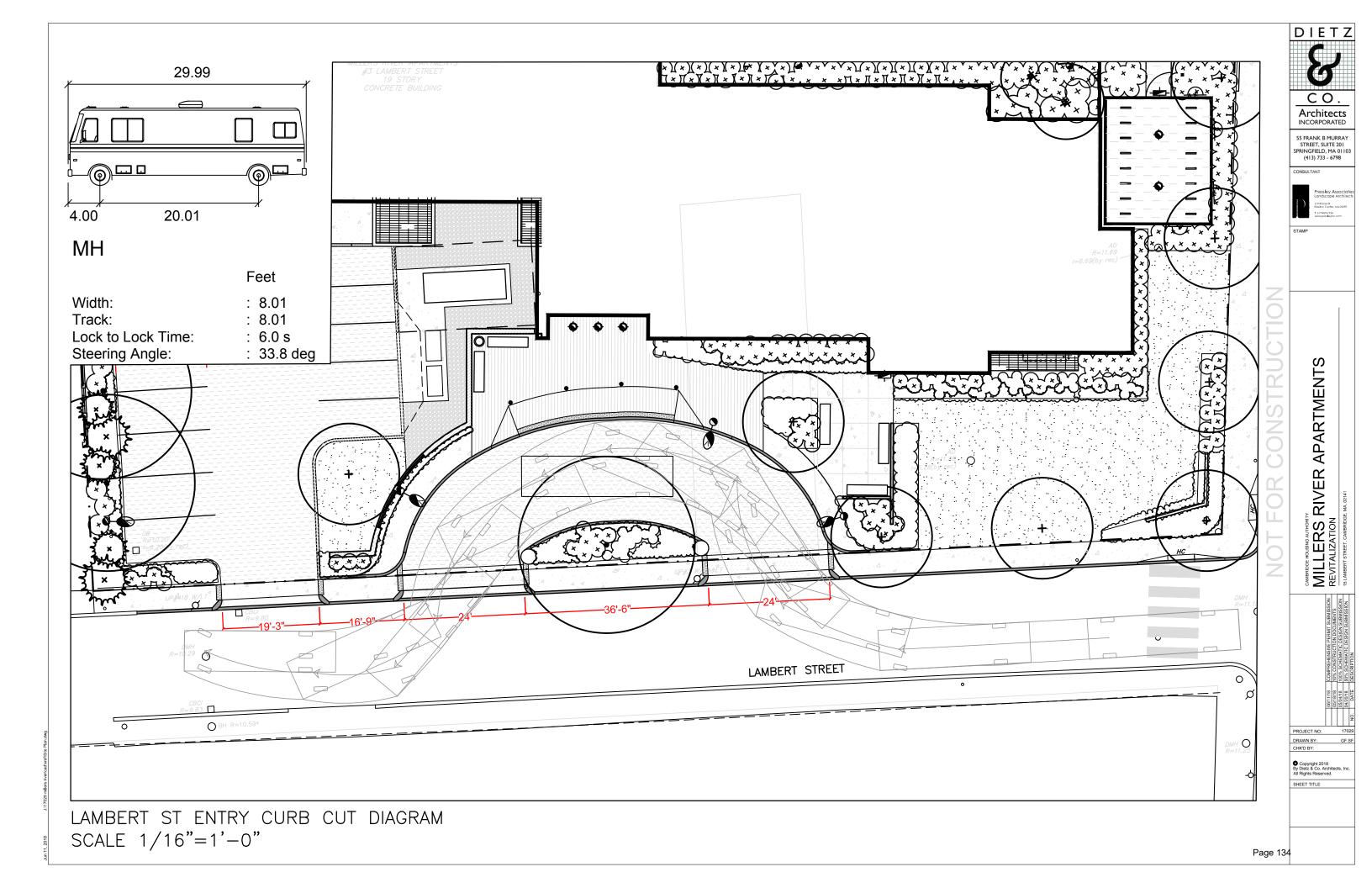
Y	May e	b N	Credit/PR #	Credit Description			Possible Points	Expected Points	Credit #	Impact	Credit Description
1			IAQ10	Quality Views		I					
I				Acoustic Performance		I					
4	ı	ı	Innovation			6					
3	I	1	Credit	Innovation		5					
I			Credit	LEED Accredited Professional		ı					
2	2	0	Regional Pr	iority		4					
I			RP01	Regional Priority: Specific Credit		I	Mandatory		8.1		Building Maintenance Manual (all multifamily projects)
							Mandatory		8.3		Resident Manual
I			RP02	Regional Priority: Specific Credit		I	Mandatory		1.3a		Resilient Communities: Design for Resilience (New Construction & Substantial Rehab only)
	I		RP03	Regional Priority: Specific Credit		ı	Mandatory		7.12		Active Design: Promoting Physical Activity within the Building
	I		RP04	Regional Priority: Specific Credit		I	Mandatory		8.2		Emergency Management Manual (all multifamily projects)
								26			Other Enterprise Points (See checklist)
70	17	28	TOTALS	Pos	ssible Points:	110					
	Cert	tified:	: 40 to 49 poin	ts, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to		25	Meet all Mandatory Credits				
							I22 Earn Additional Points in Optional Credits				
				LEED Gold Certification			147	Total Expected Mandatory Credits and Optional Points			
				·			•		•	•	

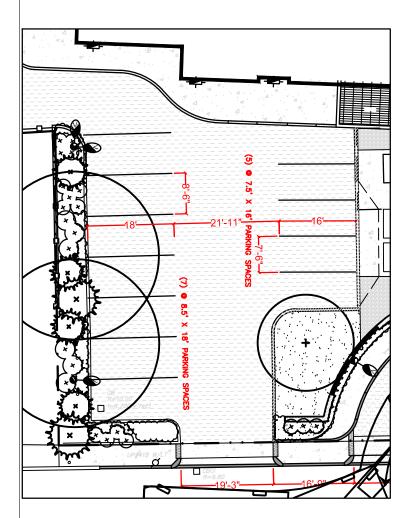








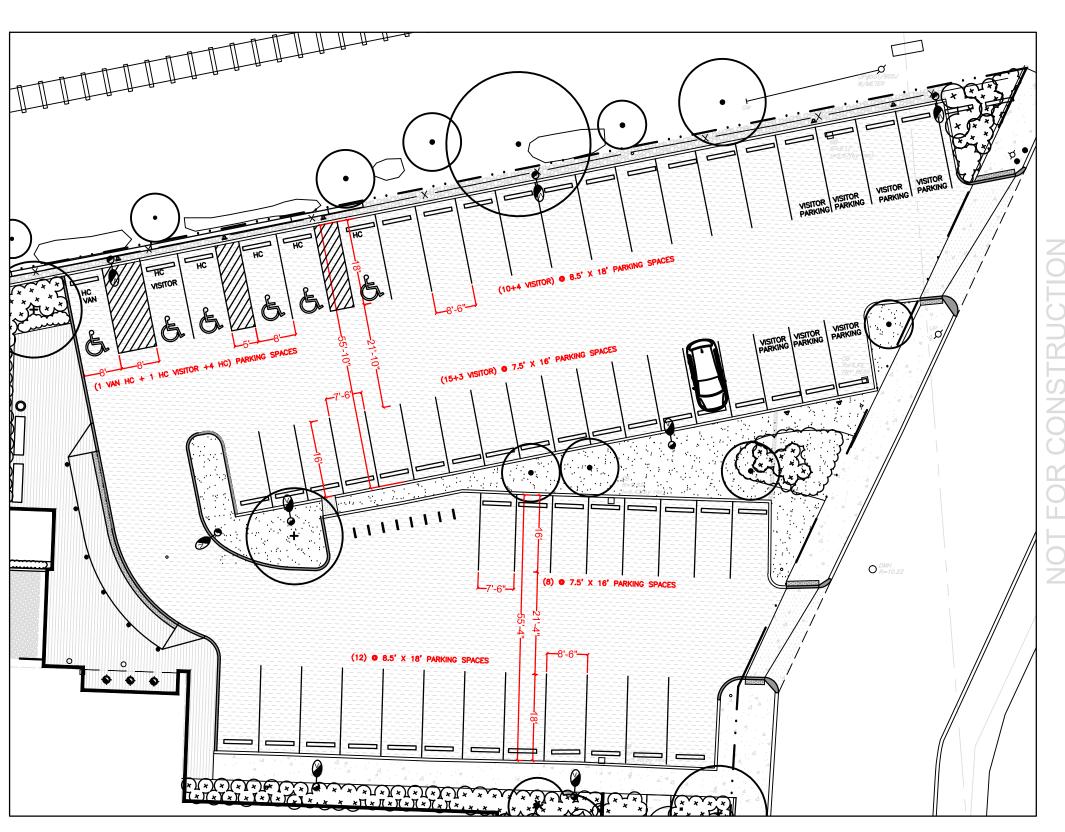




	PROP.
HANDICAP PARKING	4
VAN ACCESSIBLE HANDICAP	1
HANDICAP VISITOR	1
8.5' X 18' PARKING (EXCL. VIS.)	29
7.5' X 16' PARKING (EXCL. VIS.)	28
VISITOR PARKING	7
TOTAL PARKING SPACE	70

**EXISTING CONDITIONS:** 

(7) HANDICAP SPACES AND (66) PARKING SPACES.



PARKING SPACE DIAGRAM SCALE 1" = 20'

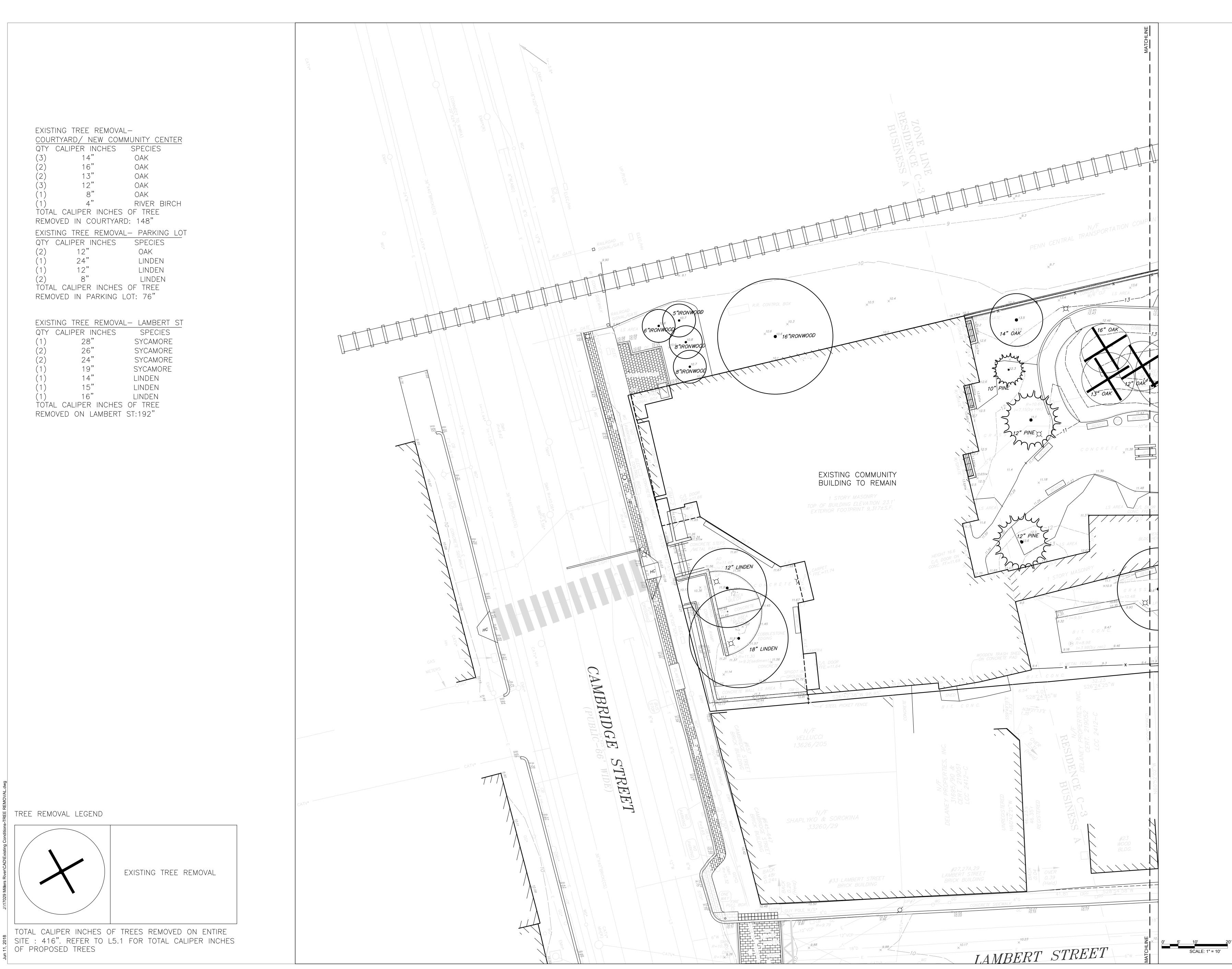
DIETZ

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Page 135



T FOR CONSTRUCTION

DIETZ

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Pressley Associates Landscape Architects

219 Parker St Newton Centre, MA 02459

CONSULTANT

Page 136

PROJECT NO:

SHEET TITLE

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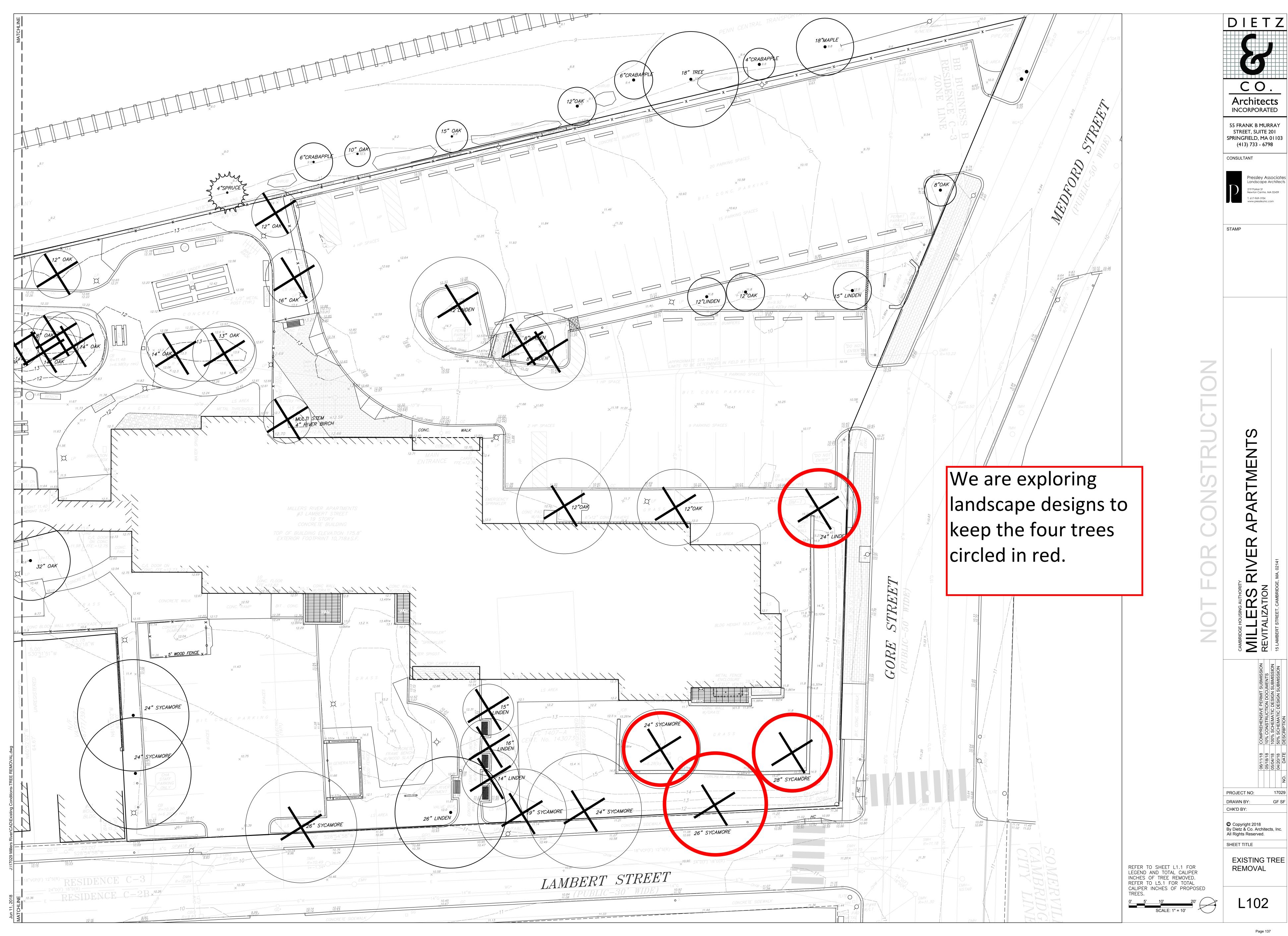
EXISTING TREE

REMOVAL

L101

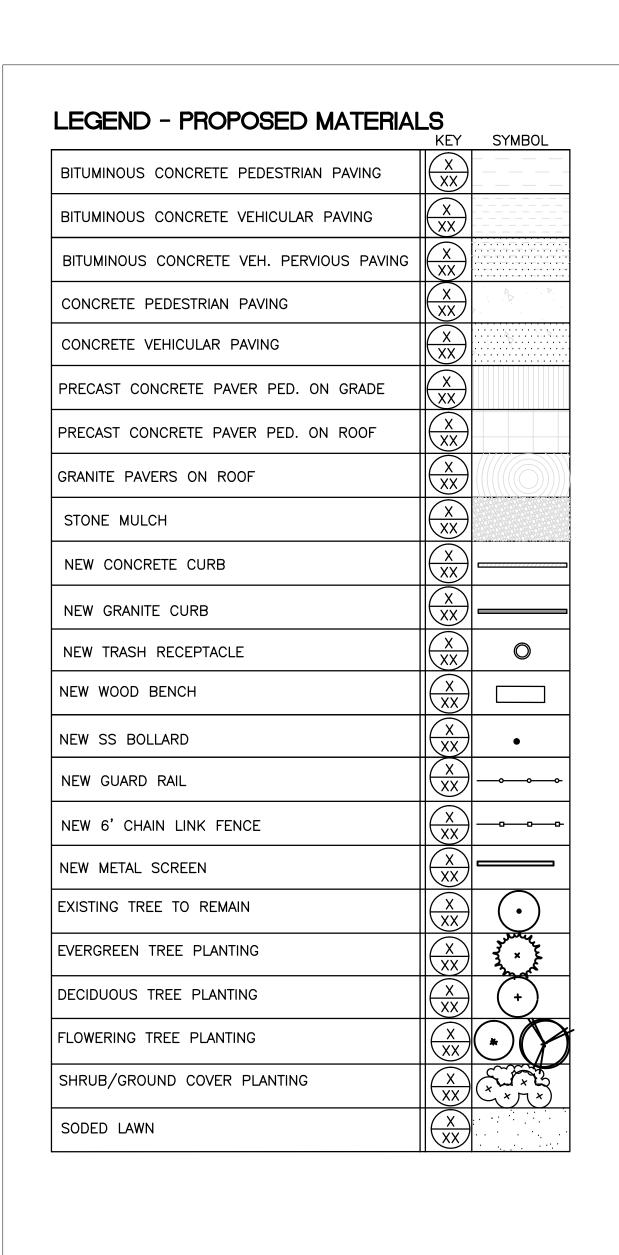
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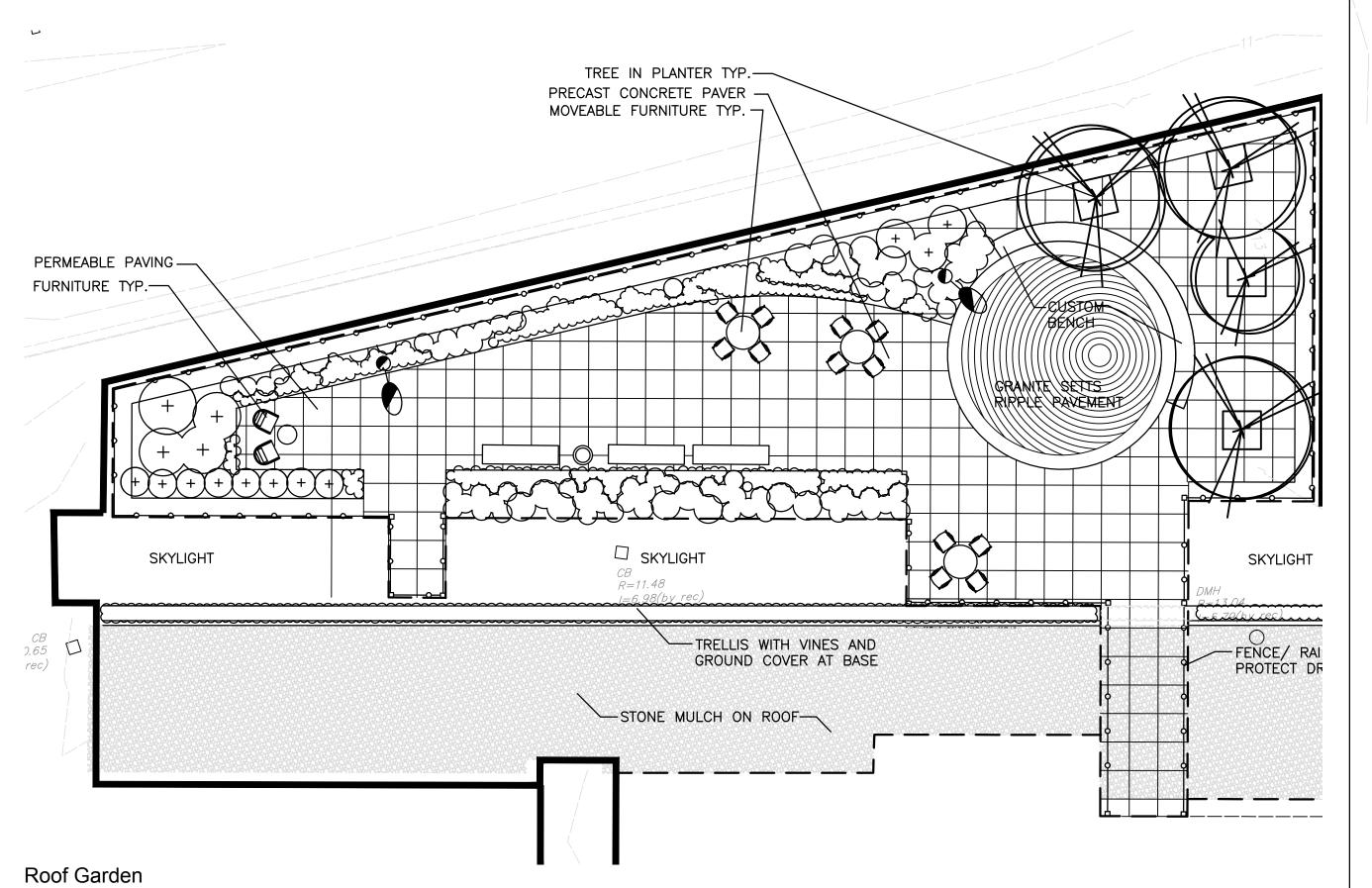
MILLERS I

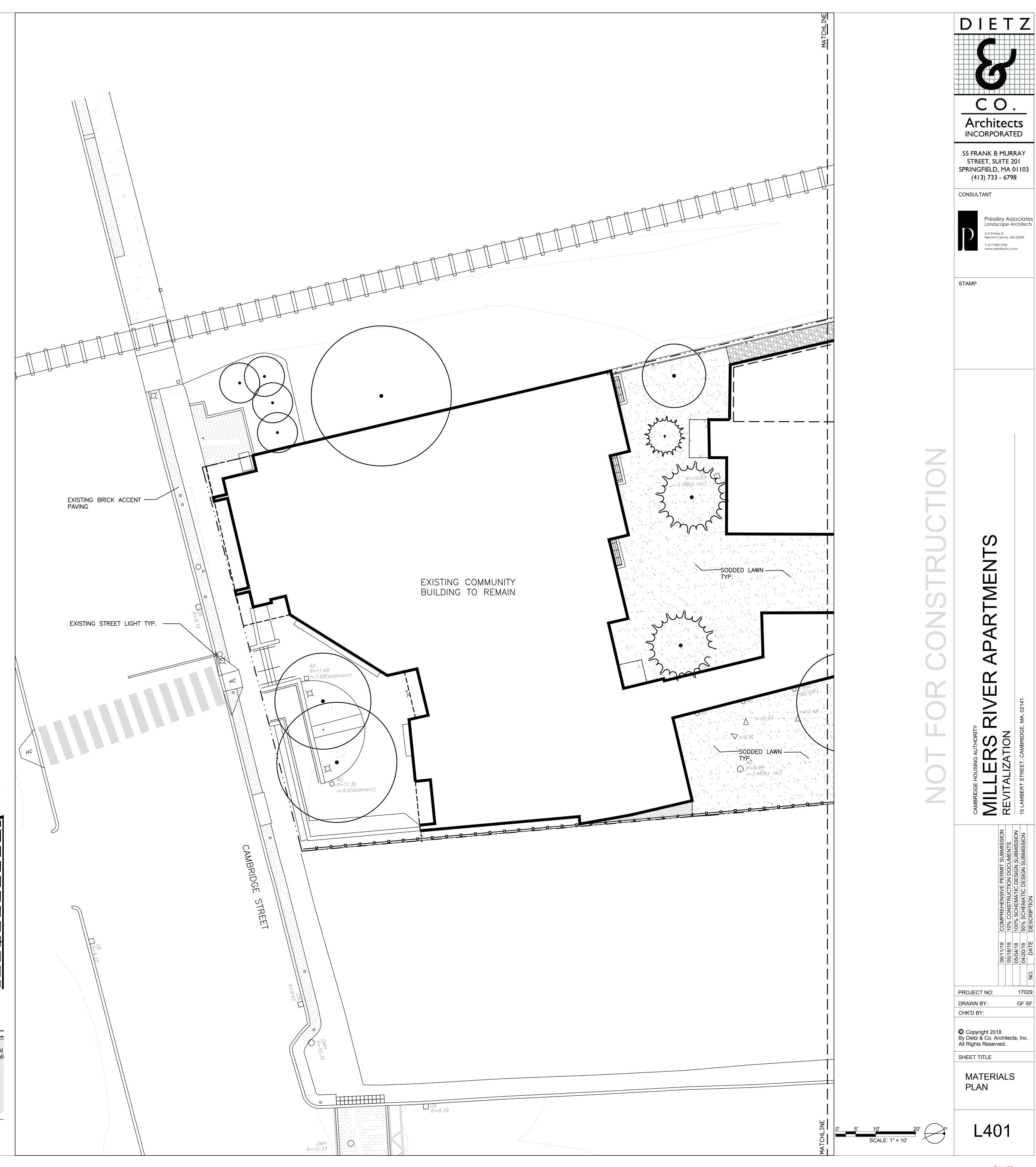


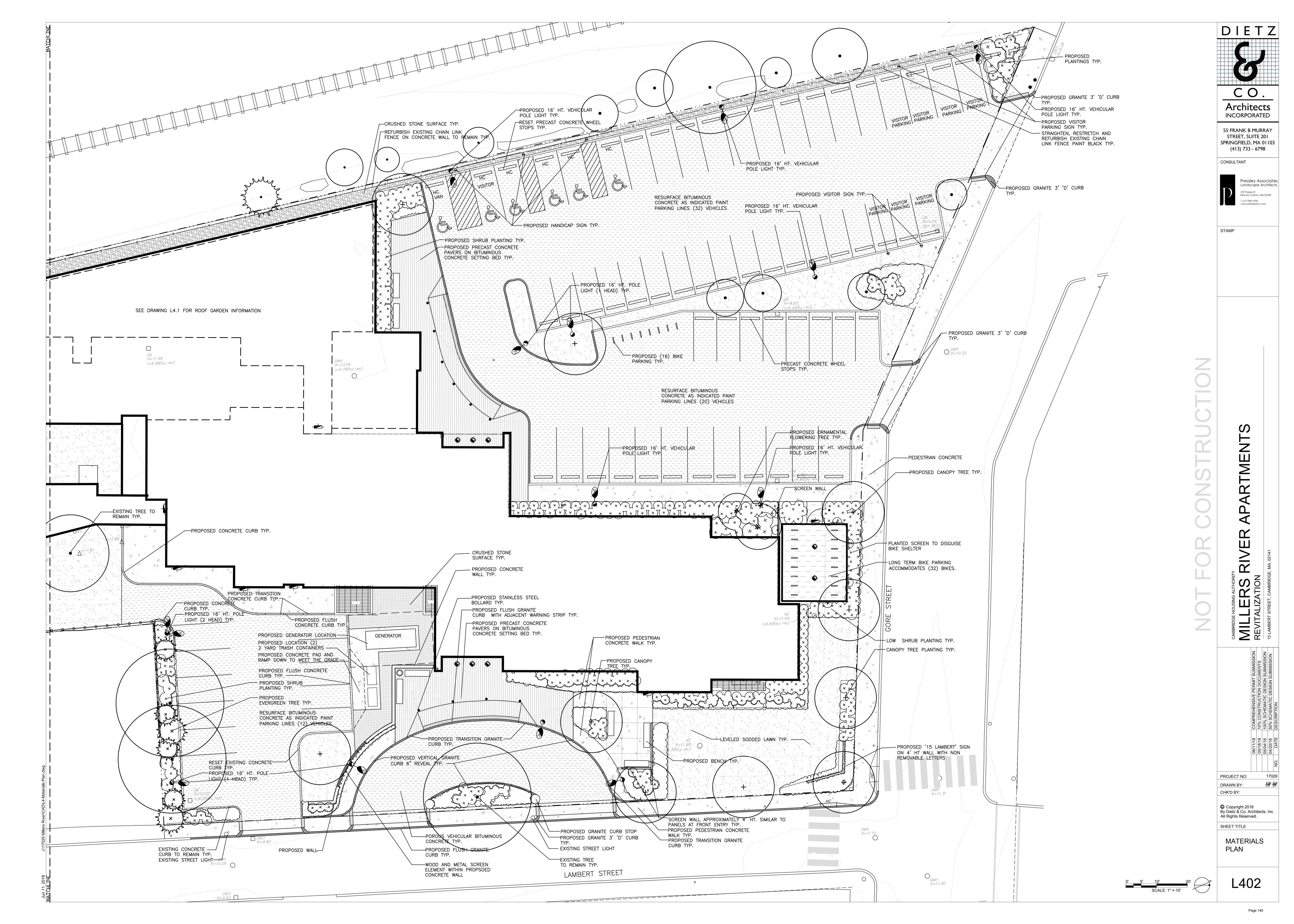


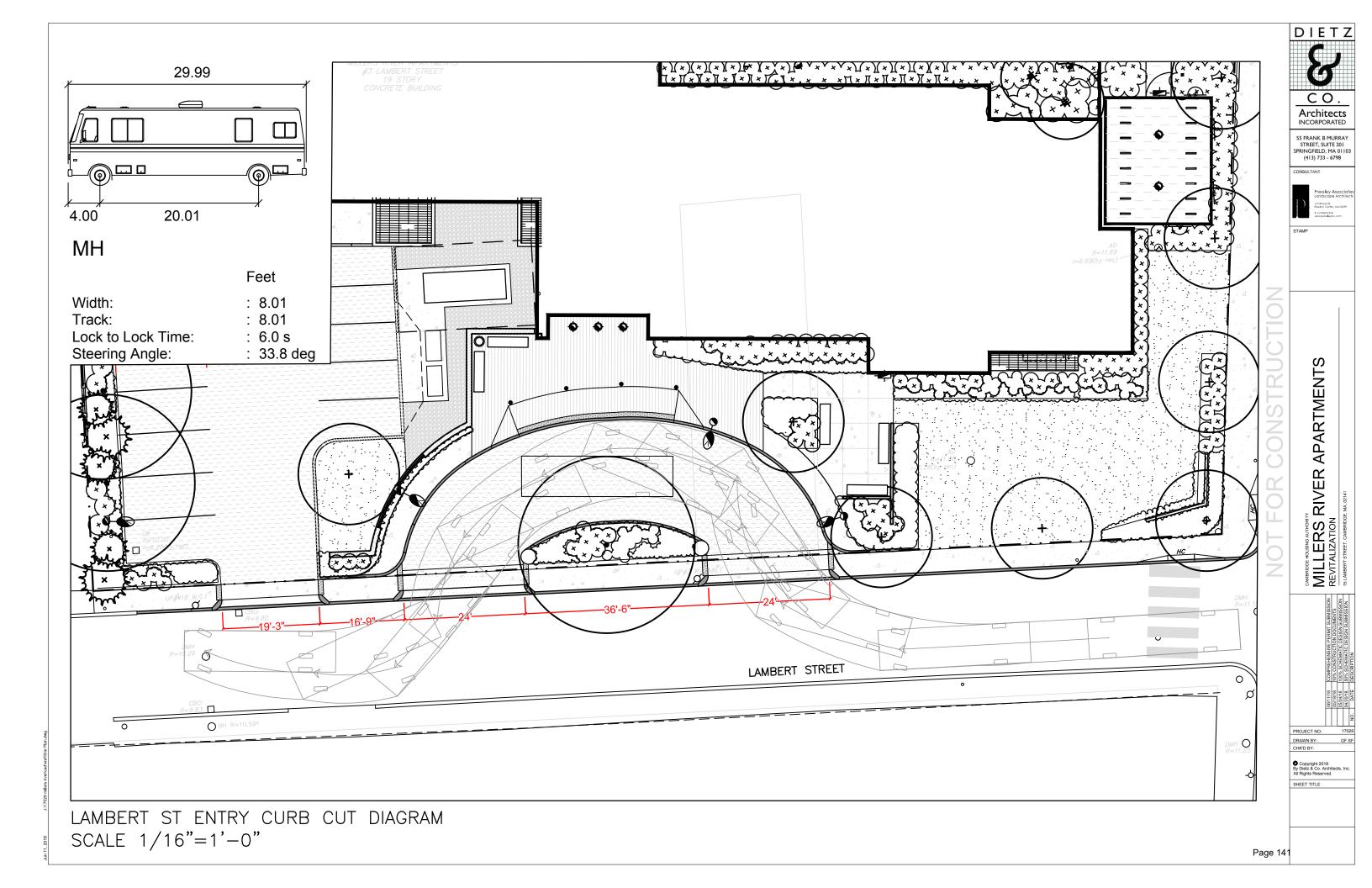
Millers River Apartment Landscape Materials Board- Planting

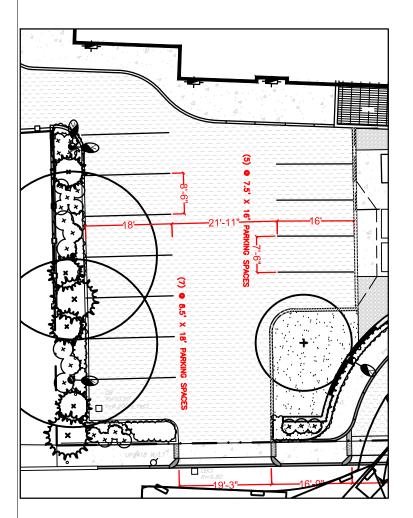








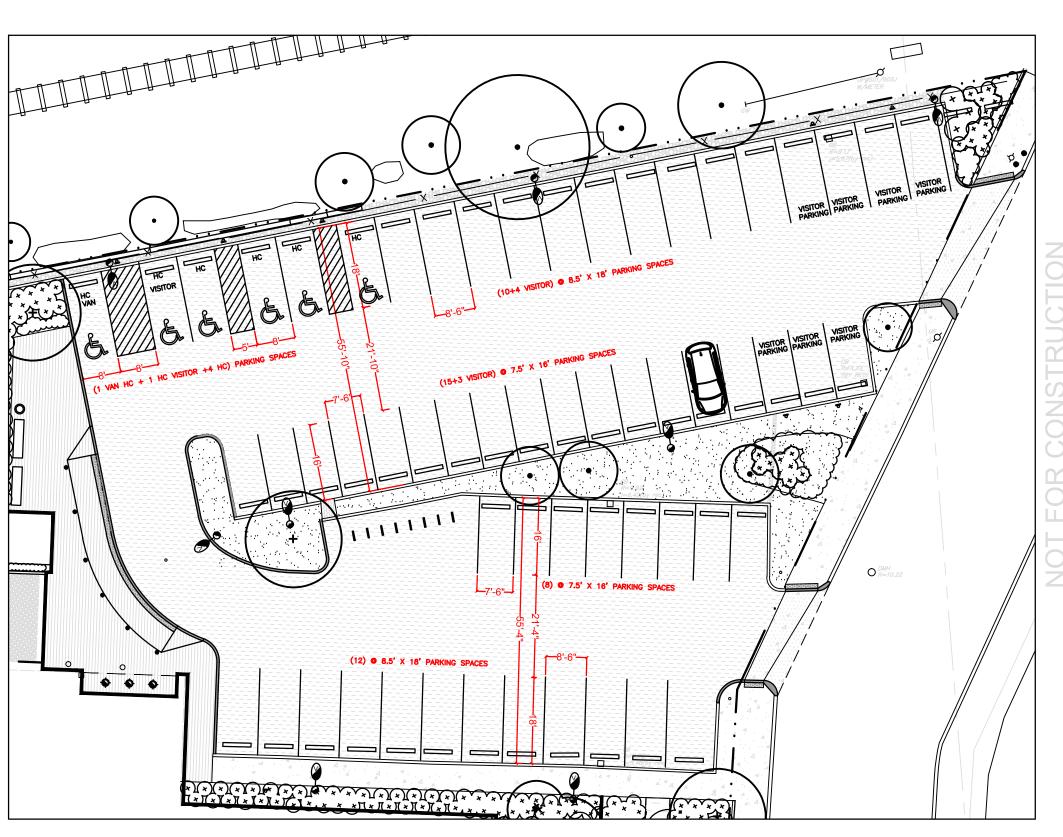




	PROP.
HANDICAP PARKING	4
VAN ACCESSIBLE HANDICAP	1
HANDICAP VISITOR	1
8.5' X 18' PARKING (EXCL. VIS.)	29
7.5' X 16' PARKING (EXCL. VIS.)	28
VISITOR PARKING	7
TOTAL PARKING SPACE	70

**EXISTING CONDITIONS:** 

(7) HANDICAP SPACES AND (66) PARKING SPACES.



PARKING SPACE DIAGRAM SCALE 1" = 20'

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MILLERS RIVER APARTMENTS
REVITALIZATION
15 LAMBERT STREET, CAMBRIDGE, INA. 02/141

Page 142



MILLERS I

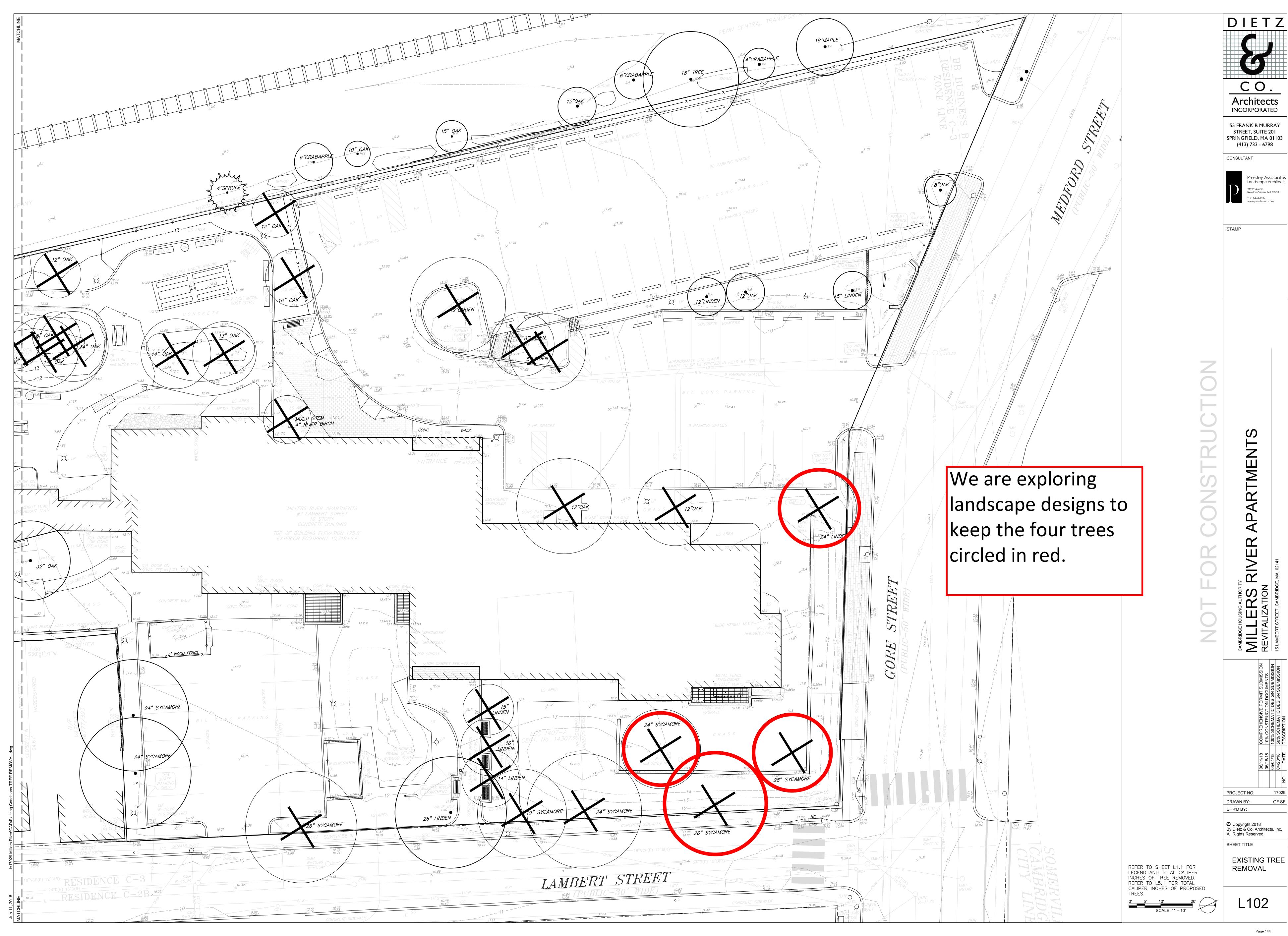
CO.

Pressley Associates Landscape Architects

219 Parker St Newton Centre, MA 02459

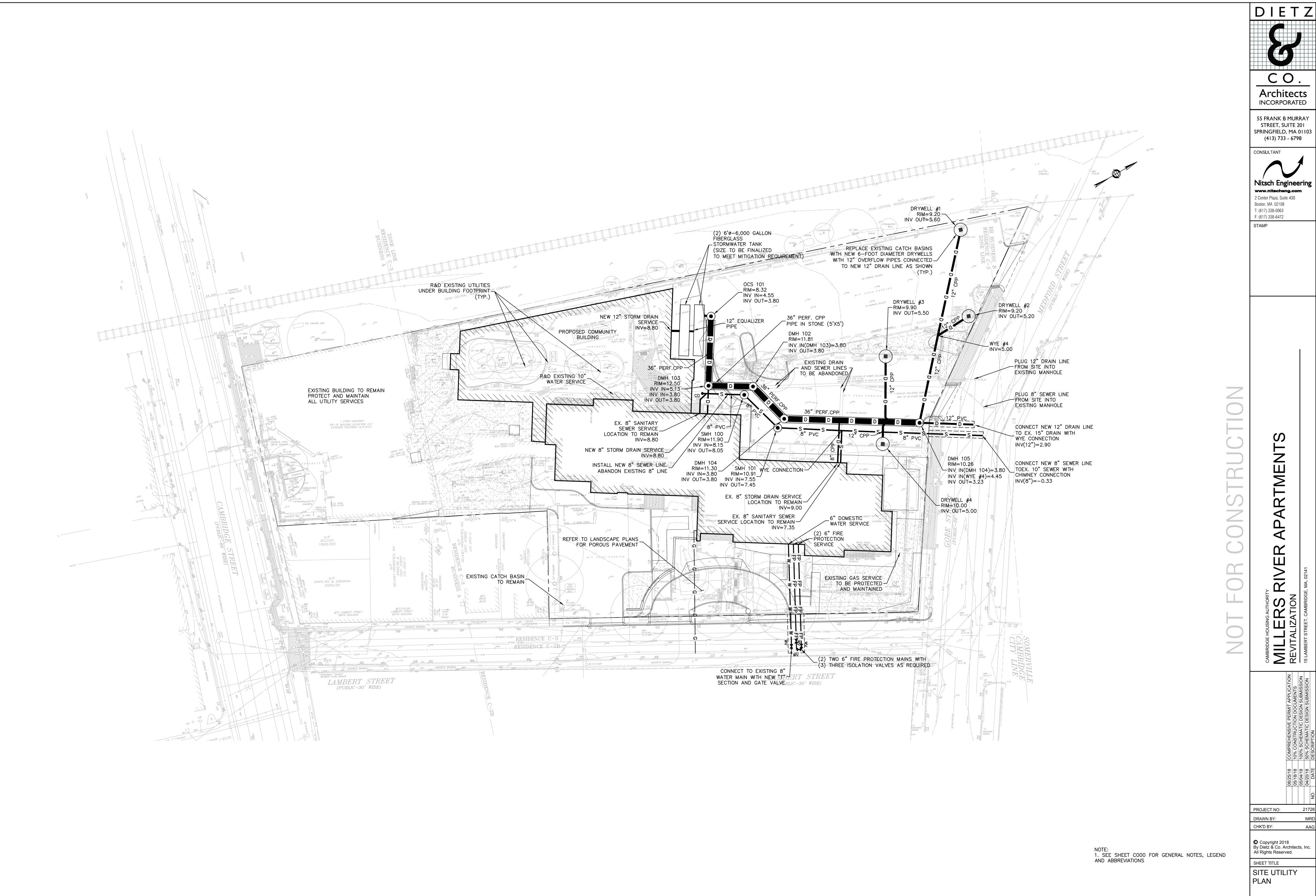
Page 143

L101





Millers River Apartment Landscape Materials Board- Planting



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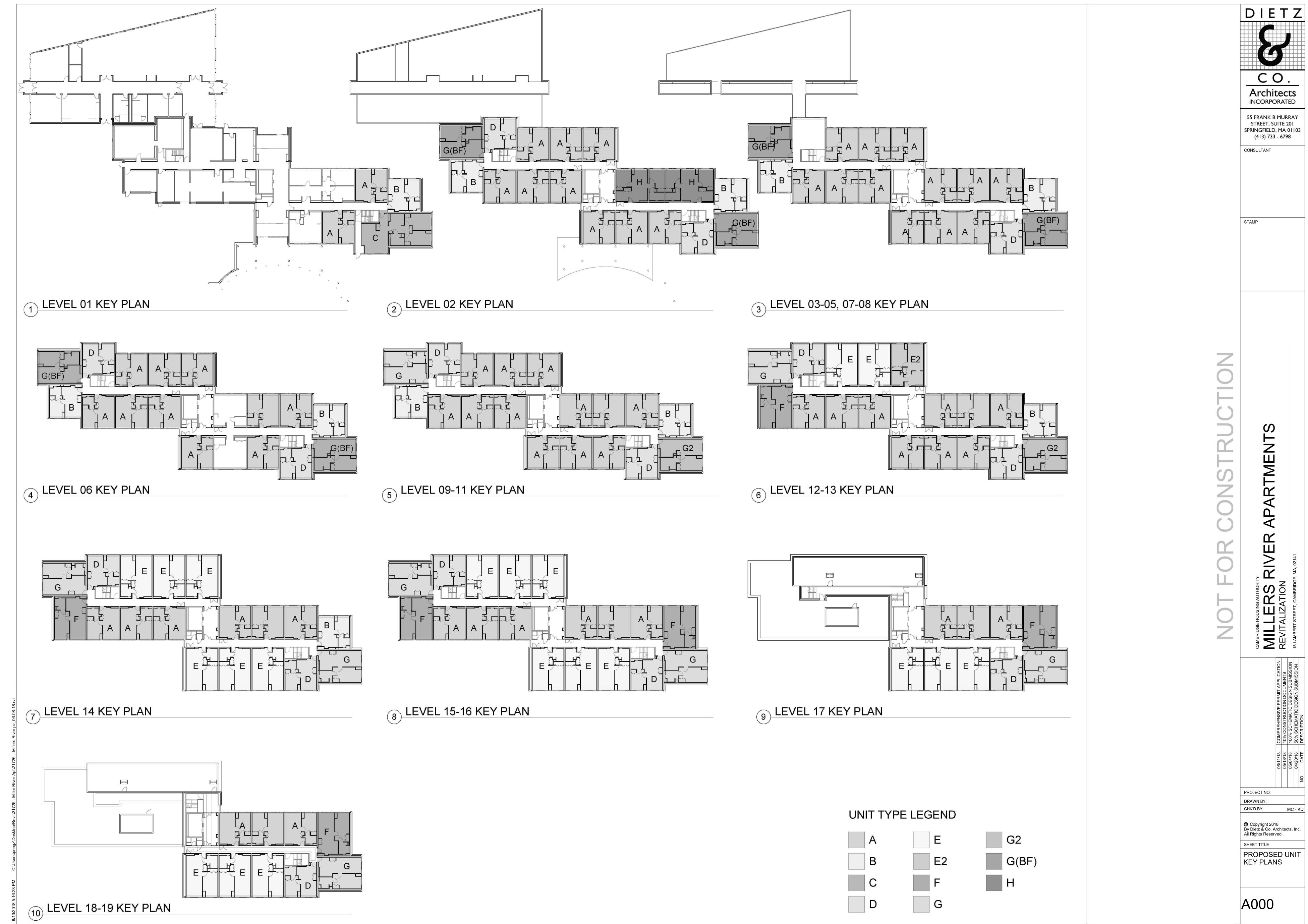
55 FRANK B MURRAY STREET, SUITE 201 SPRINGFIELD, MA 01103 (413) 733 - 6798

Nitsch Engineering www.nitscheng.com 2 Center Plaza, Suite 430

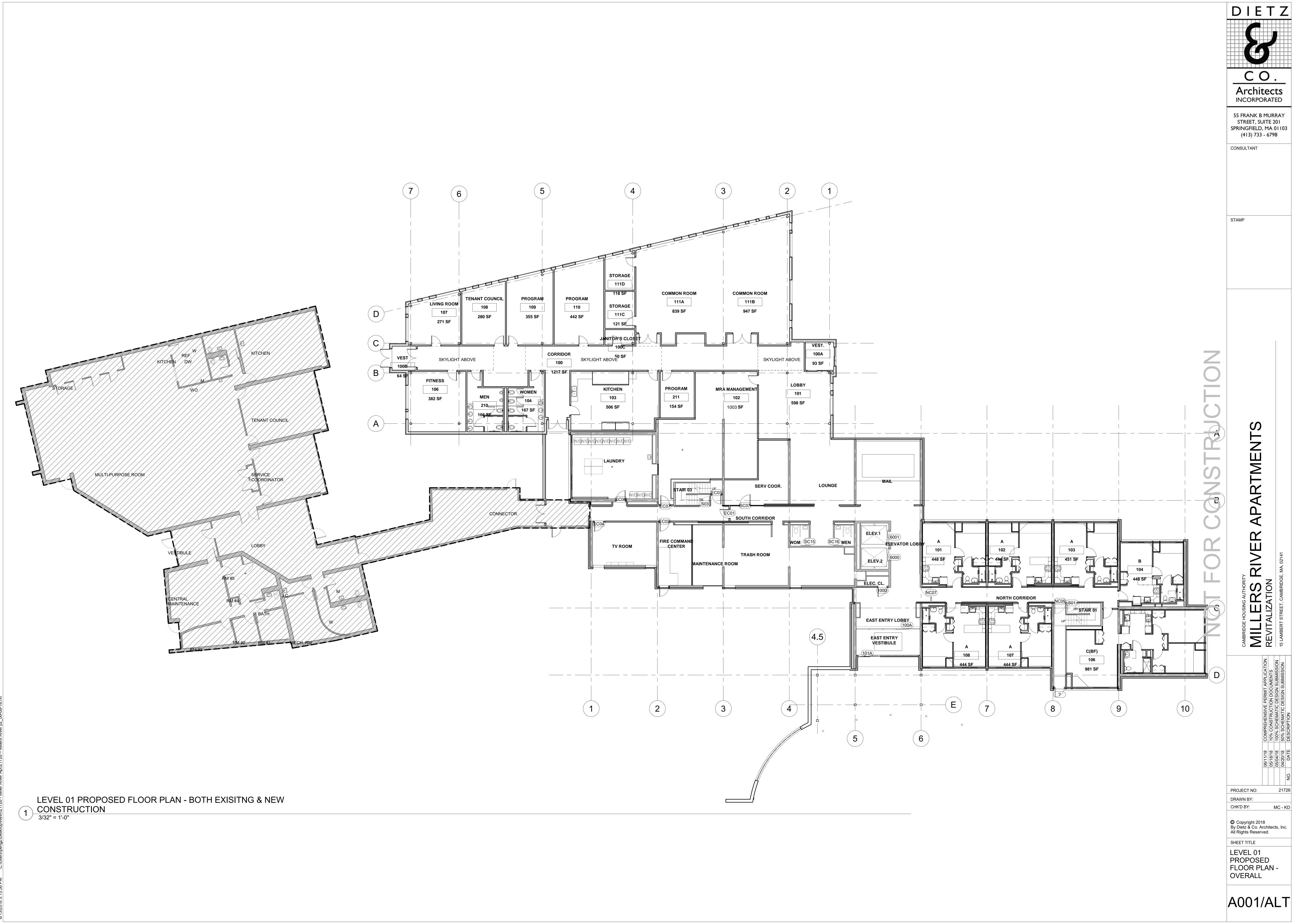
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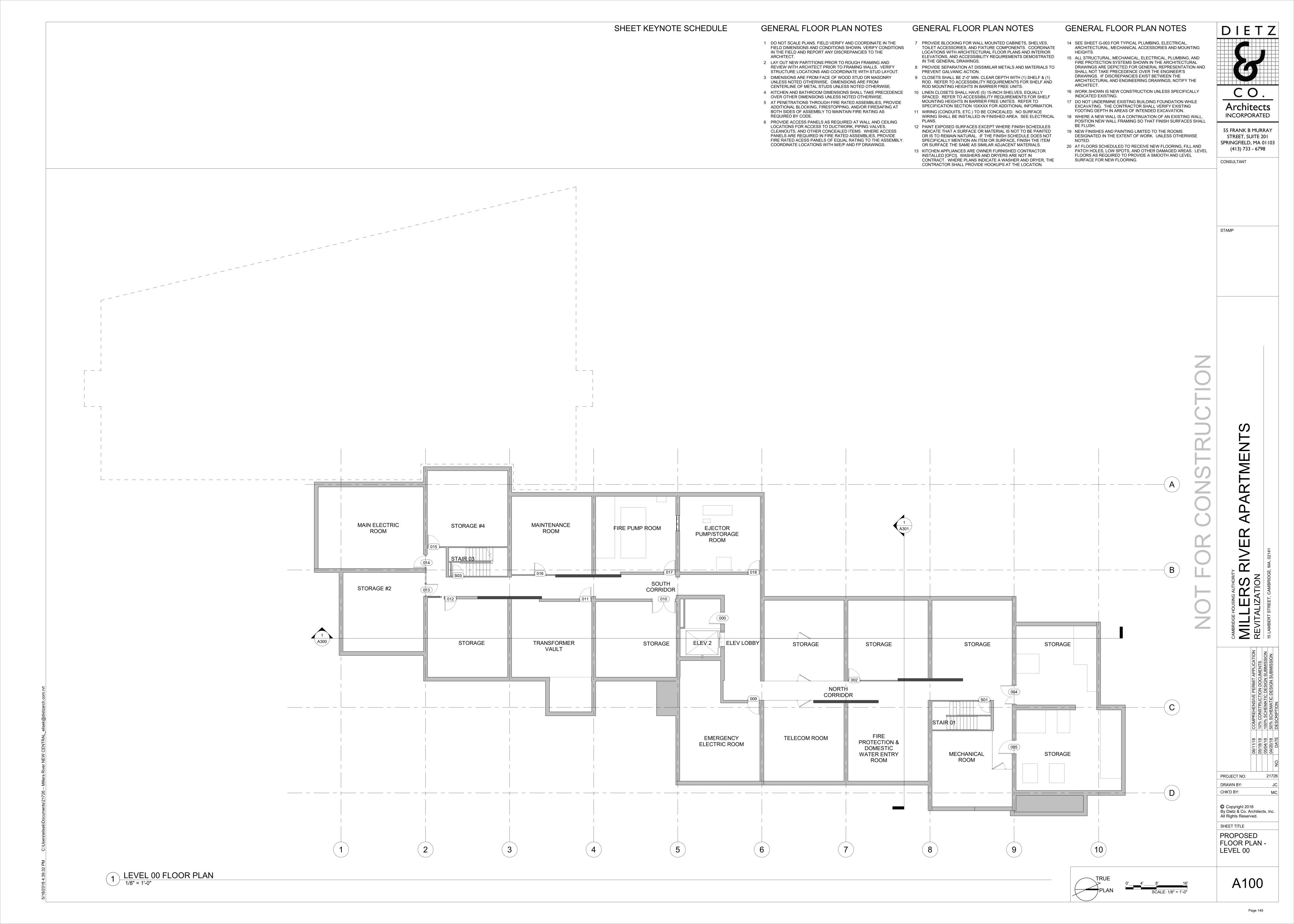
SITE UTILITY

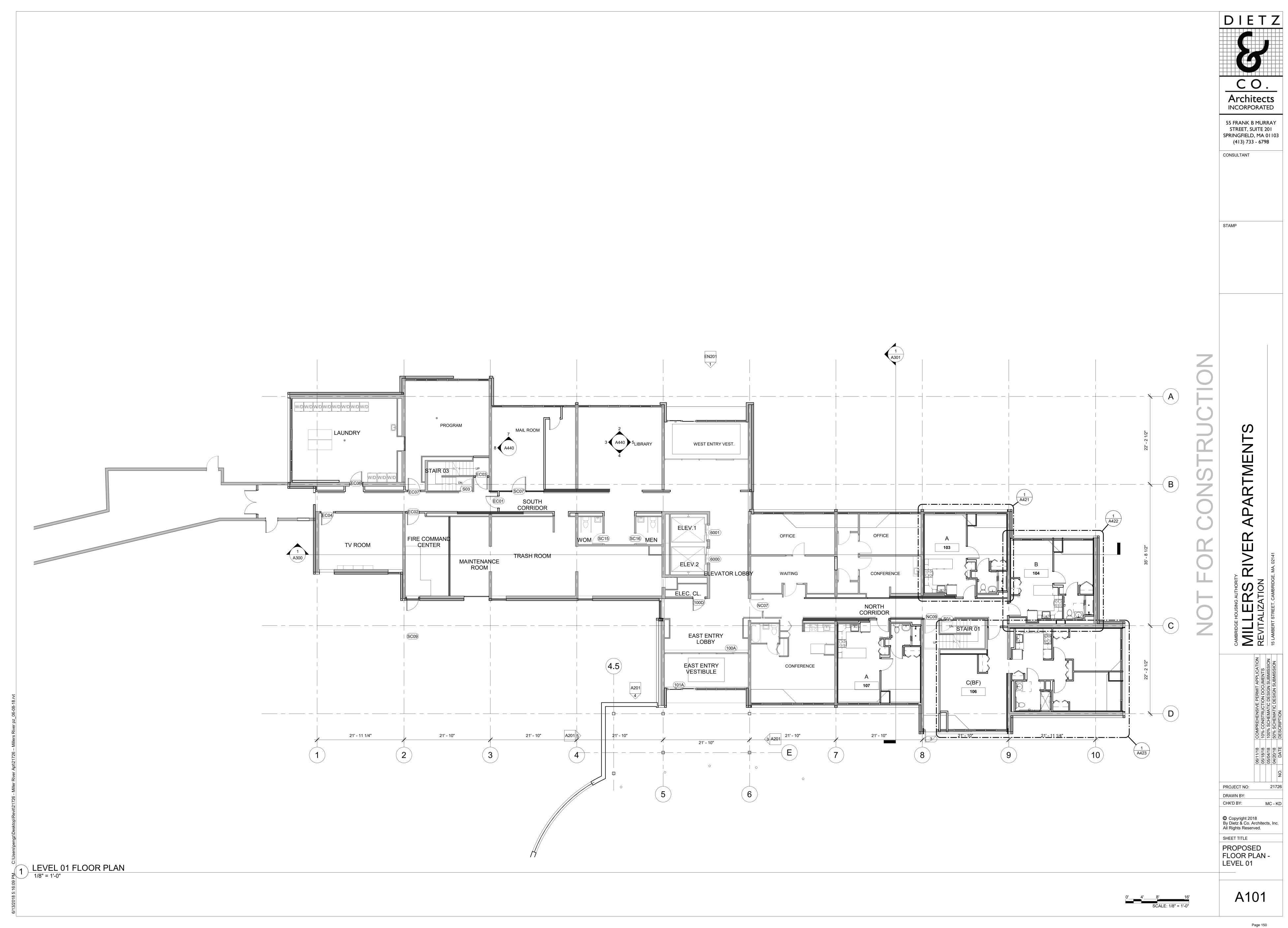
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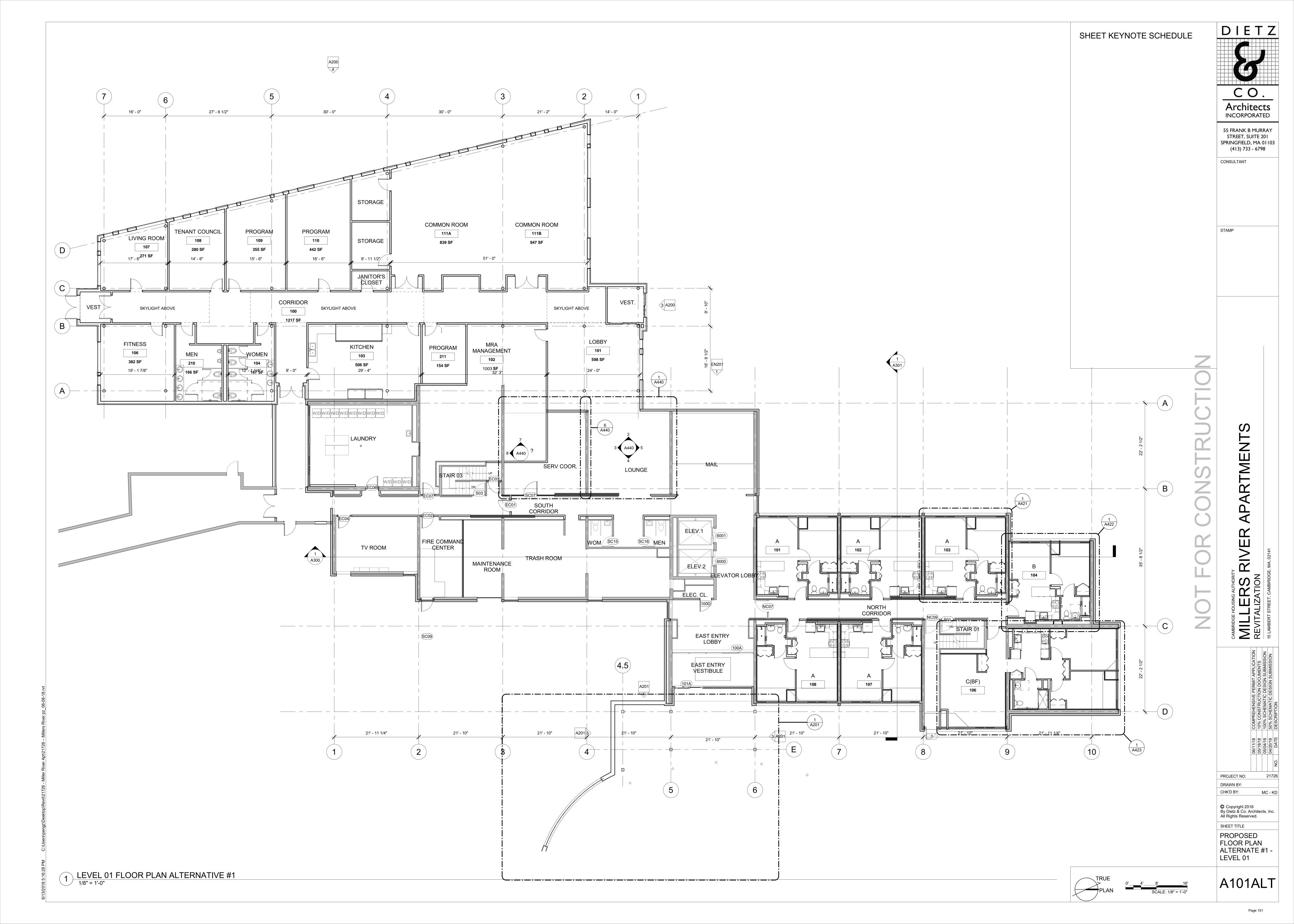


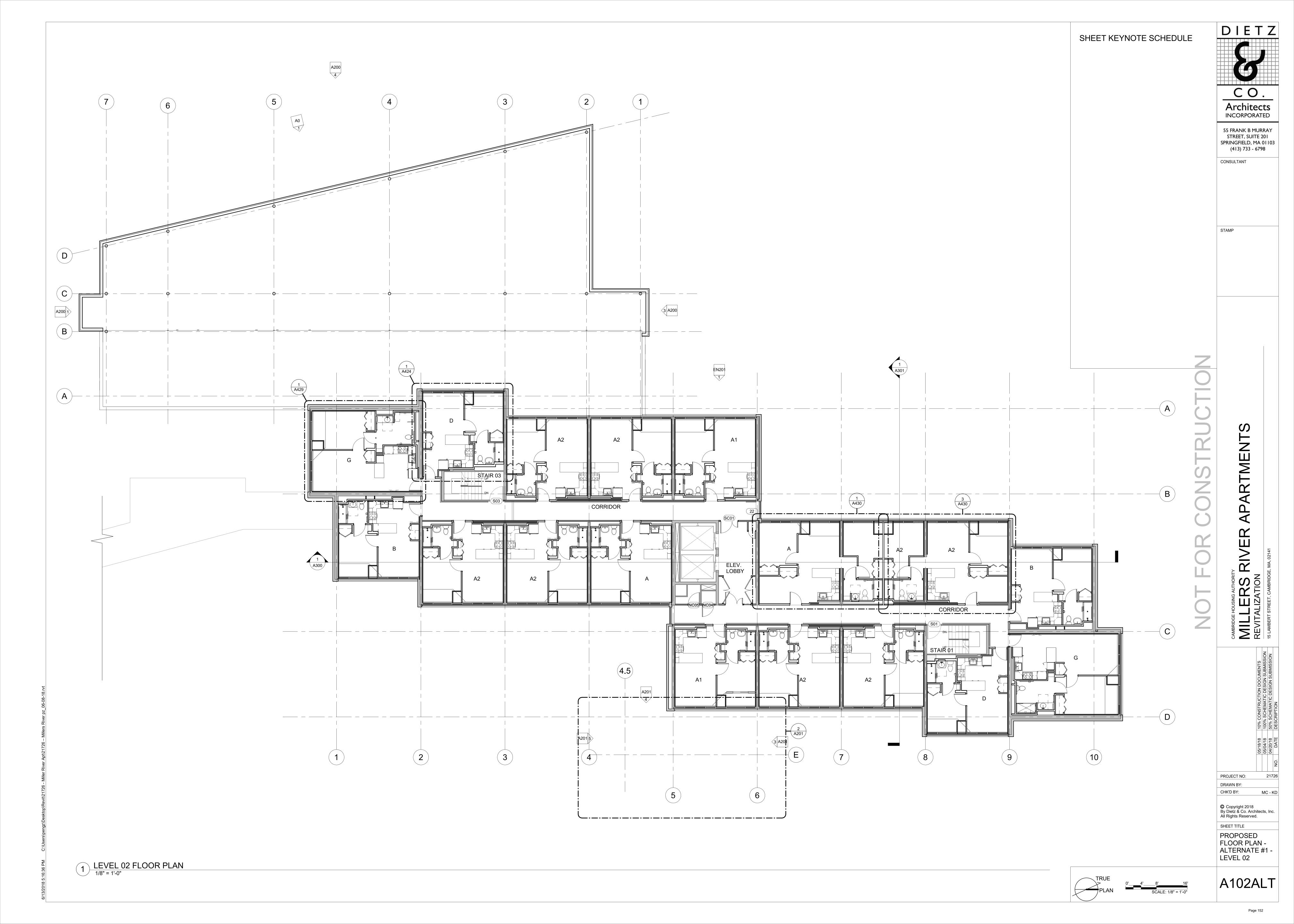
Page 147

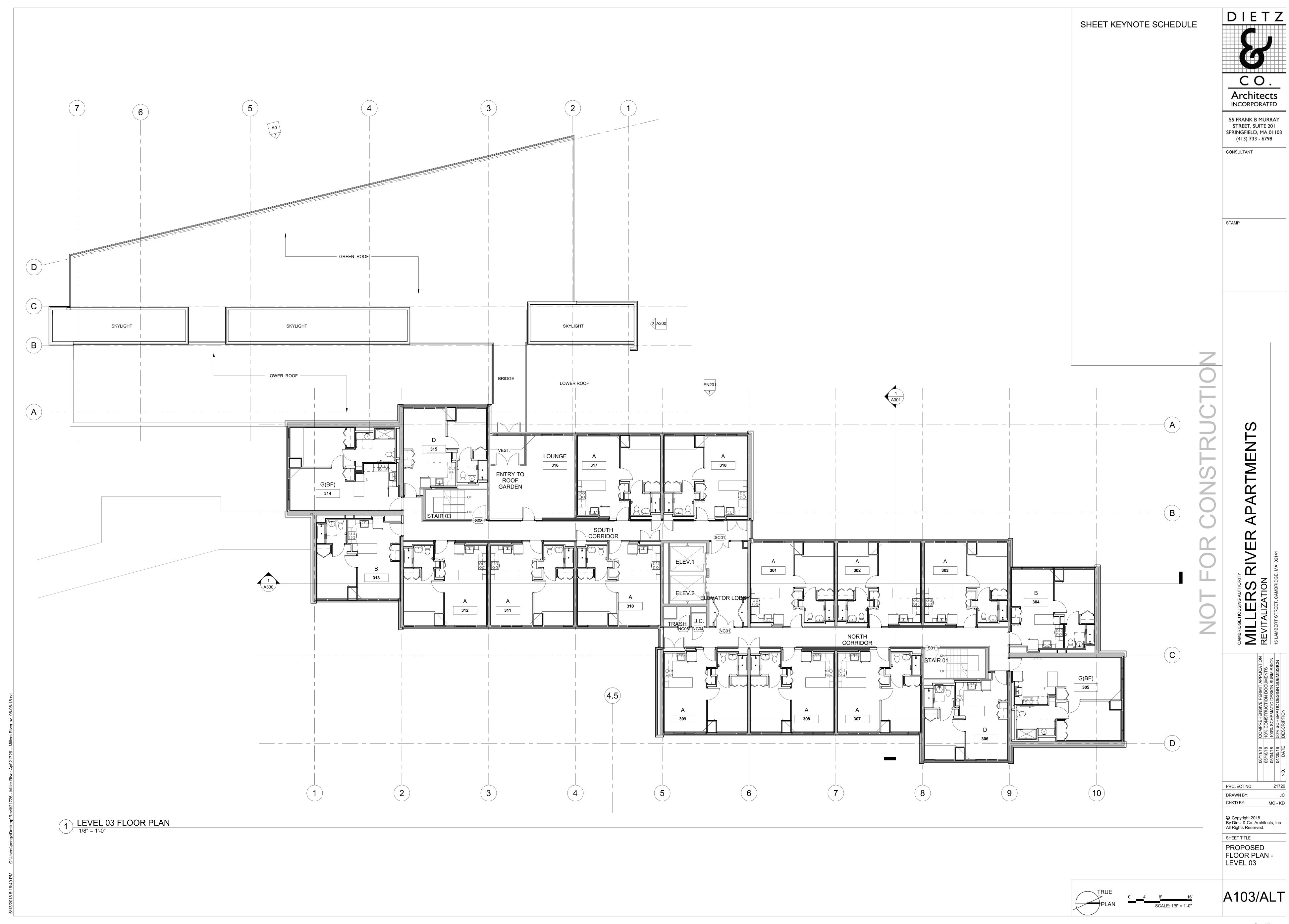










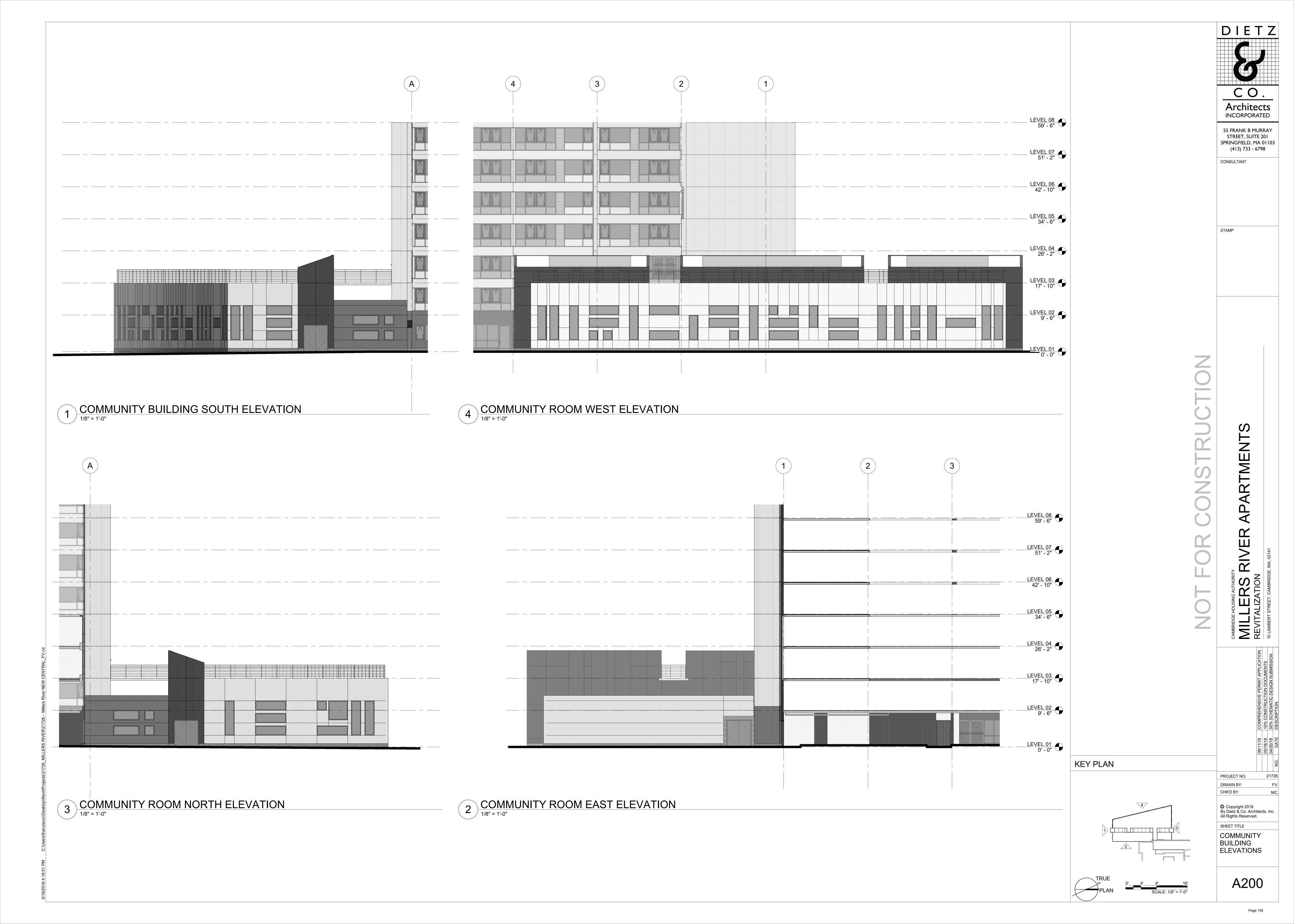




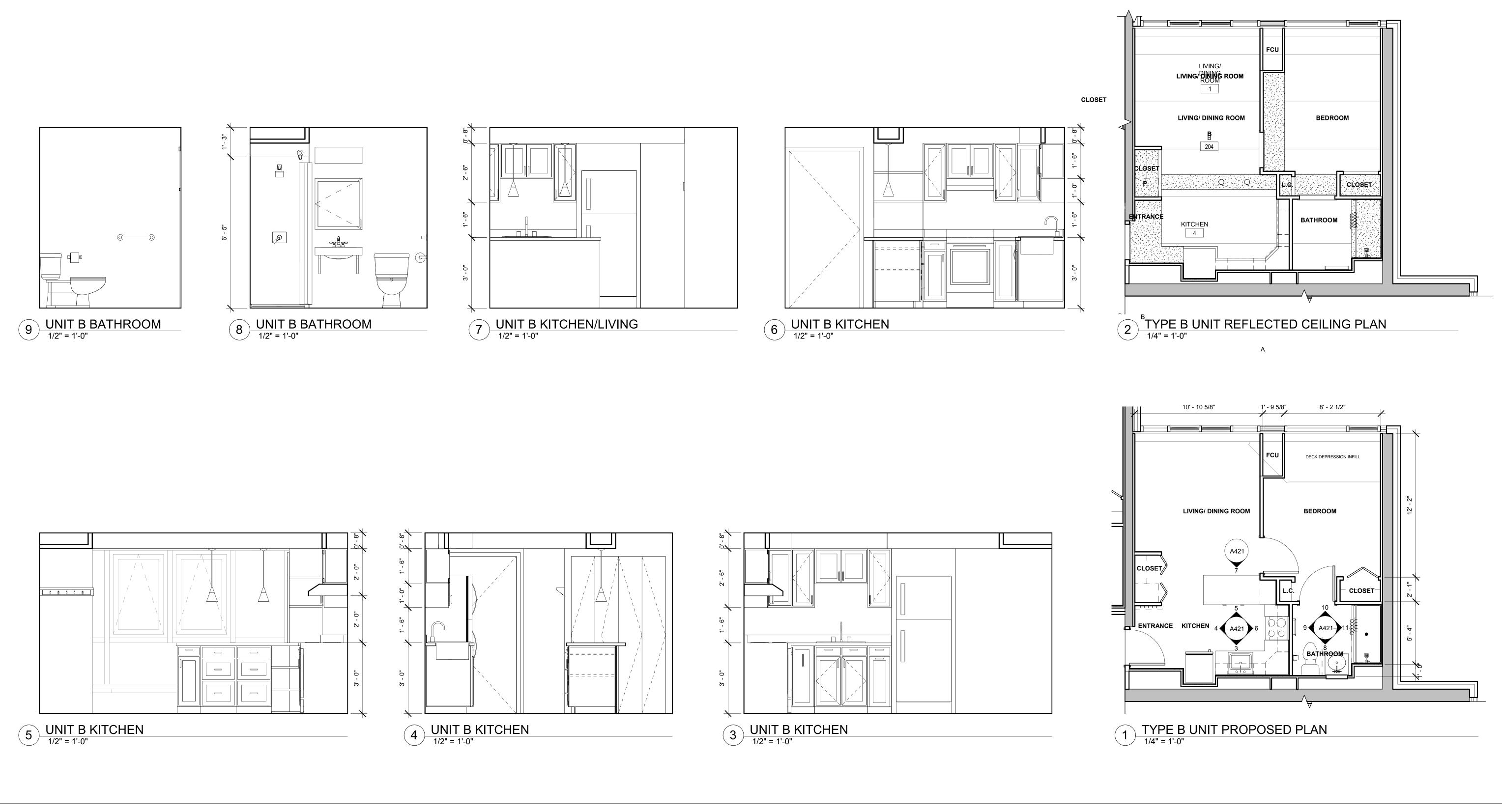






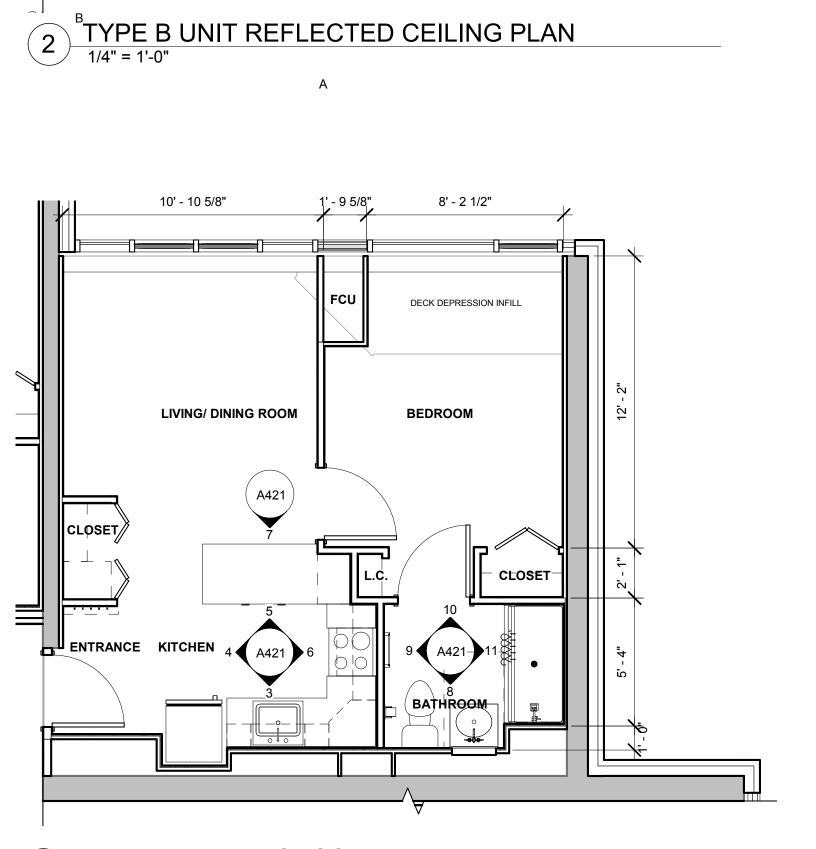






11 UNIT B BATHROOM
1/2" = 1'-0"

10 UNIT B BATHROOM
1/2" = 1'-0"





**APARTMENTS** MILLERS RIVER /
REVITALIZATION

DIETZ

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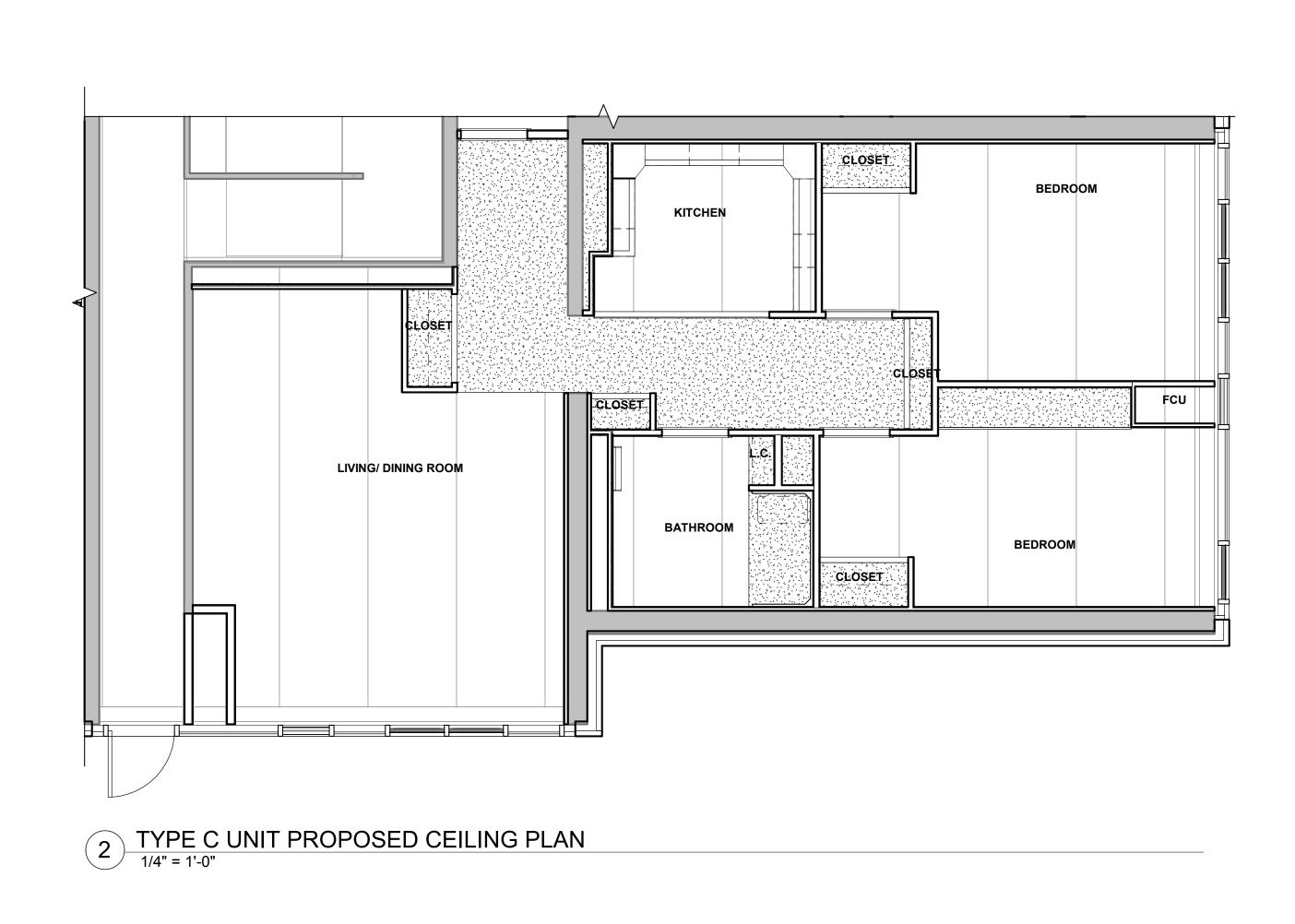
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SHEET TITLE

TYPE B UNIT

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CHK'D BY:



KITCHEN

LIVING/ DINING ROOM

1 TYPE C UNIT PROPOSED PLAN
1/4" = 1'-0"

BEDROOM

BEDROOM

FCU



MILLERS RIVER /

**APARTMENTS** 

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Page 161

21726

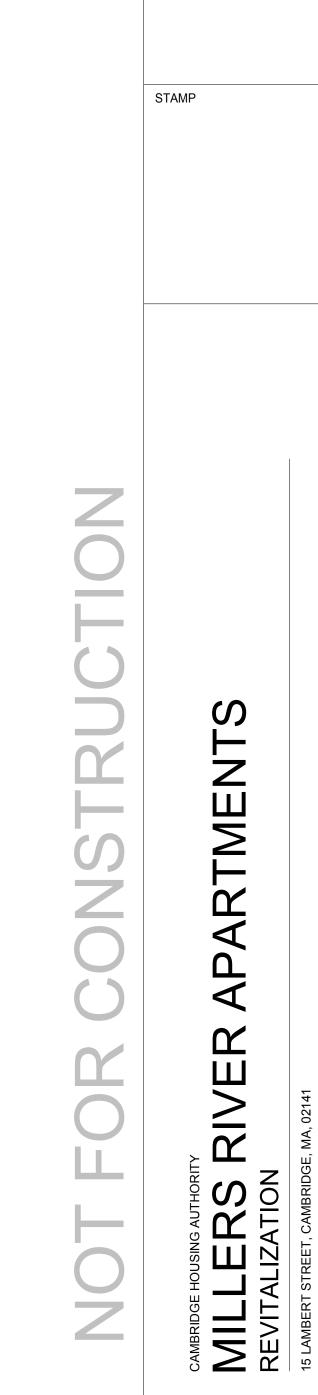
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SHEET TITLE

TYPE C UNIT

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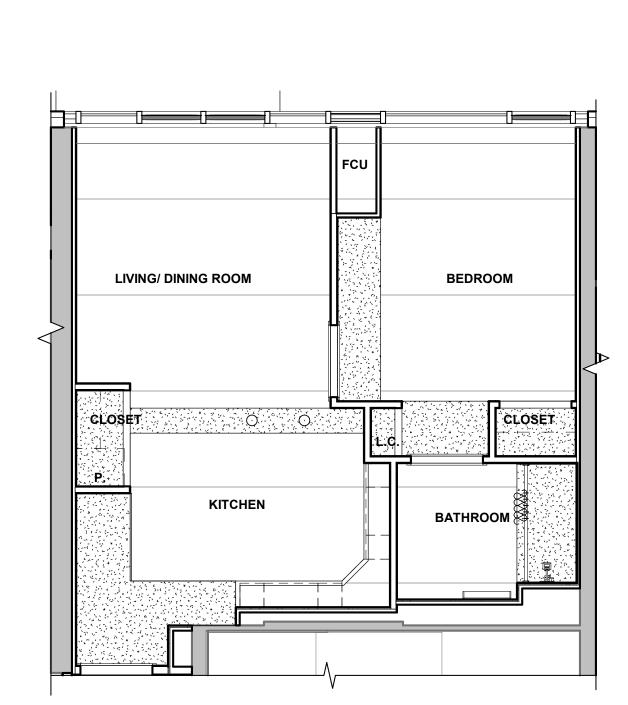
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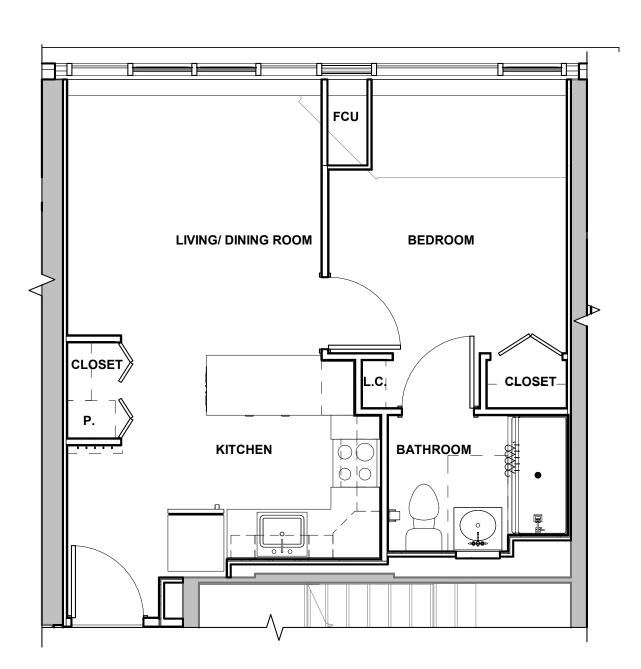
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2 TYPE D UNIT REFLECTED CEILING PLAN
1/4" = 1'-0"



1 TYPE D UNIT PROPOSED PLAN
1/4" = 1'-0"

PROJECT NO:

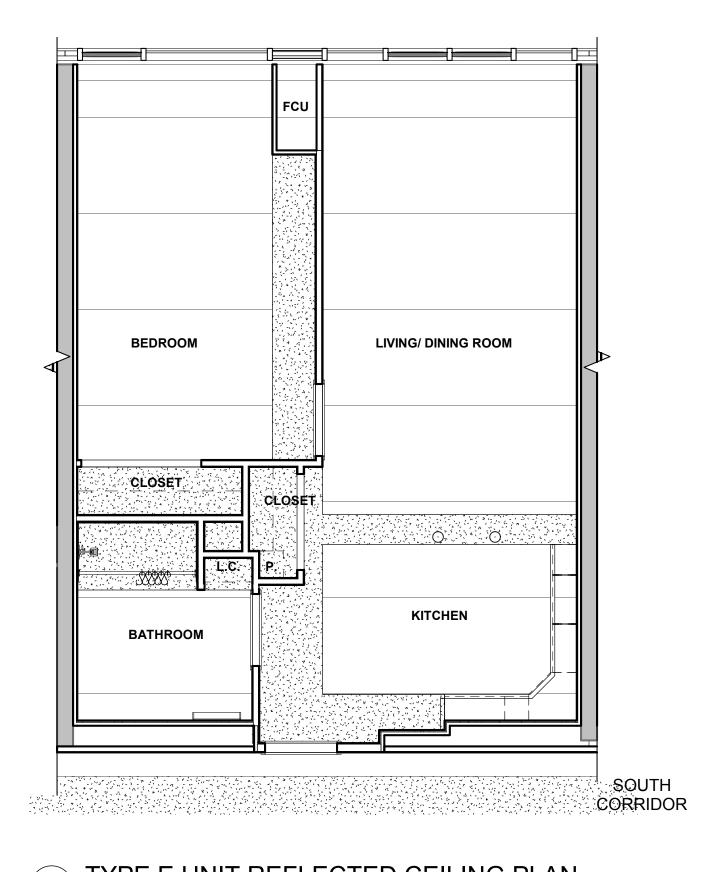
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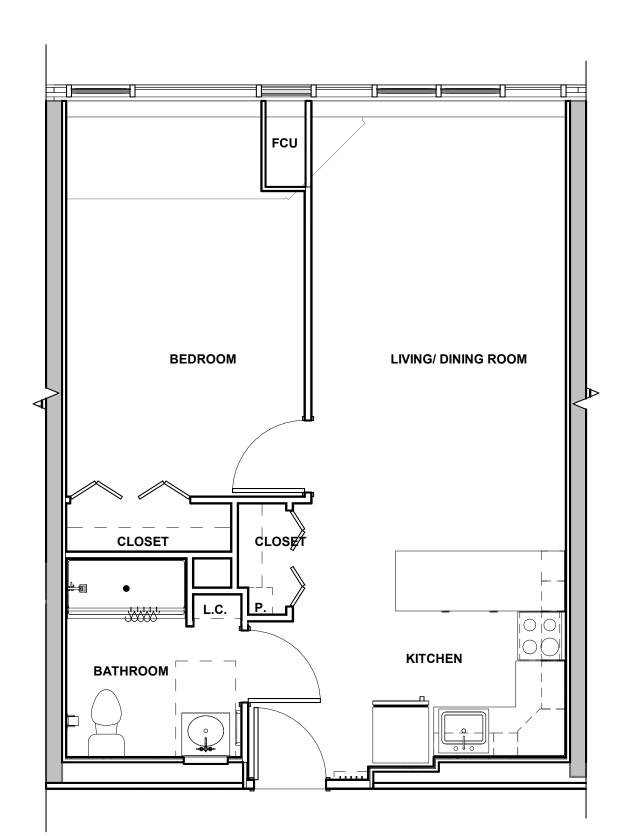
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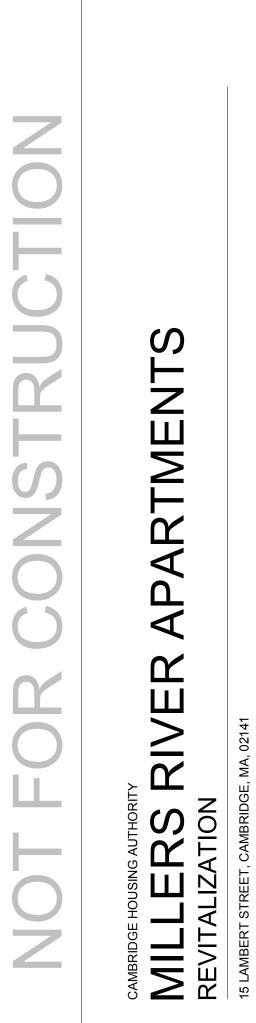
TYPE D UNIT



2 TYPE E UNIT REFLECTED CEILING PLAN
1/4" = 1'-0"



1 TYPE E UNIT PROPOSED PLAN
1/4" = 1'-0"



**APARTMENTS** 

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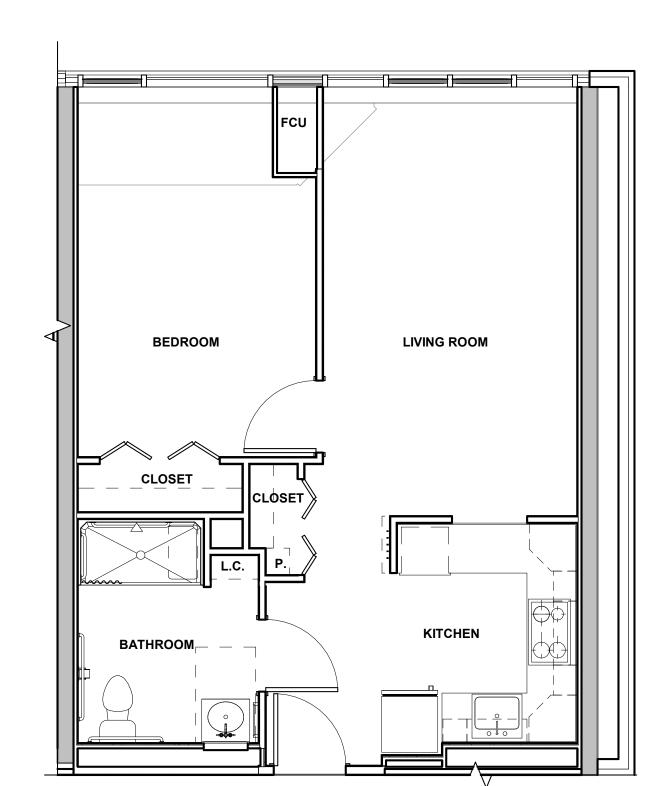
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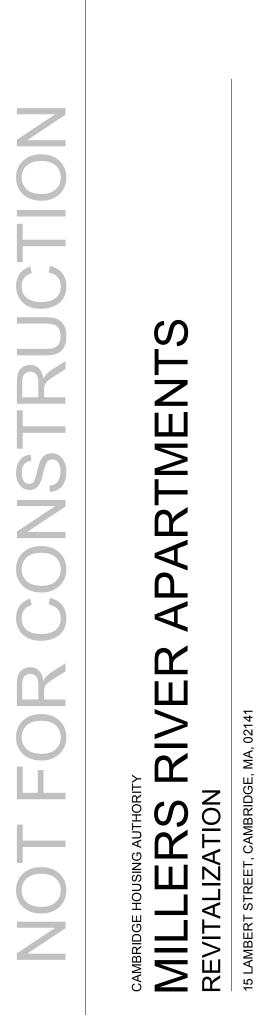
TYPE E UNIT

BEDROOM LIVING ROOM KITCHEN BATHROOM

2 TYPE E(BF) UNIT REFLECTED CEILING PLAN
1/4" = 1'-0"



1 TYPE E(BF) UNIT PROPOSED PLAN
1/4" = 1'-0"



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A425

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TYPE E (BF) UNIT

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LIVING/ DINING ROOM

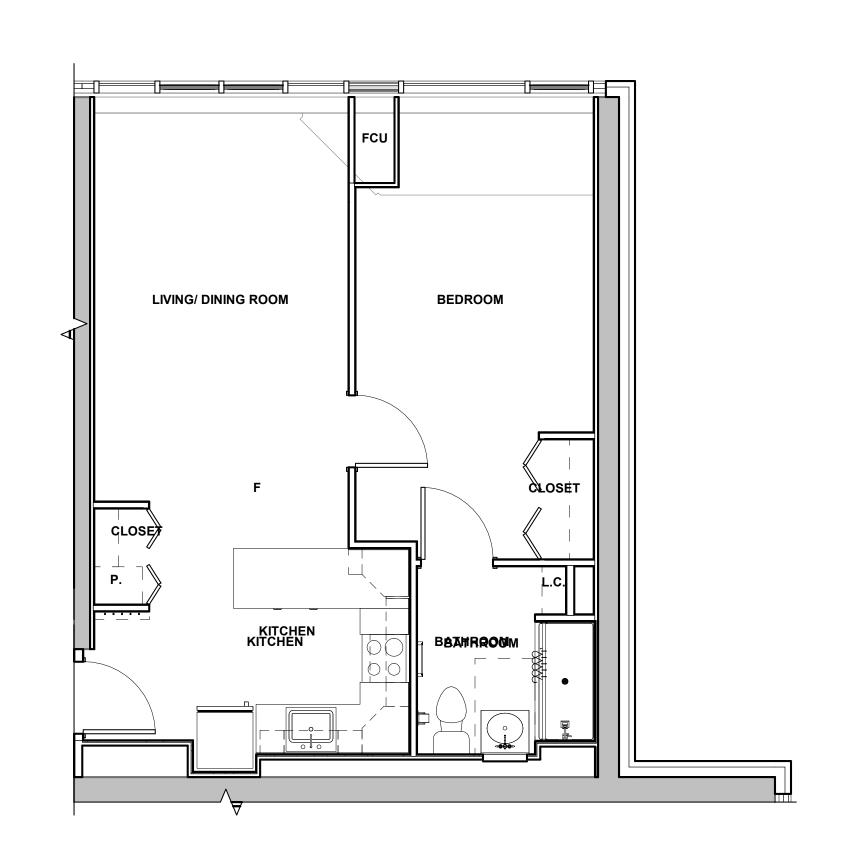
BEDROOM

CLOSET

CLOSET

P. CLOSET

2 TYPE F UNIT REFLECTED CEILING PLAN
1/4" = 1'-0"



1 TYPE F UNIT PROPOSED PLAN
1/4" = 1'-0"

0'\_\_\_\_2'\_\_\_4'\_\_\_8' SCALE: 1/4" = 1'-0"

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A426

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SHEET TITLE

TYPE F UNIT

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# MILLERS RIVER / REVITALIZATION

KITCHEN LIVING/ DINING ROOM CLOSET P. 2 TYPE G UNIT REFLECTED CEILING PLAN
1/4" = 1'-0" CLOSET BATHROOM BEDROOM KITCHEN LIVING/ DINING ROOM

CLOSET

BATHROOM

BEDROOM

1 TYPE G UNIT PROPOSED PLAN
1/4" = 1'-0"

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TYPE G UNIT







MILLERS RIVER APARTMENTS
REVITALIZATION

15 LAMBERT STREET, CAMPRINGS MA 2022

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CHK'D BY: MC

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SHEET TITLE

TYPE H & H2
UNIT

A429

# DIETZ & COMPANY ARCHITECTS, INC.

# DESIGN THAT LOOKS GOOD, DOES GOOD



CAMBRIDGE HOUSING AUTHORITY DIETZ MILLERS RIVER APARTMENTS

> 3D VIEWS 06/07/2018



1 VIEW 02

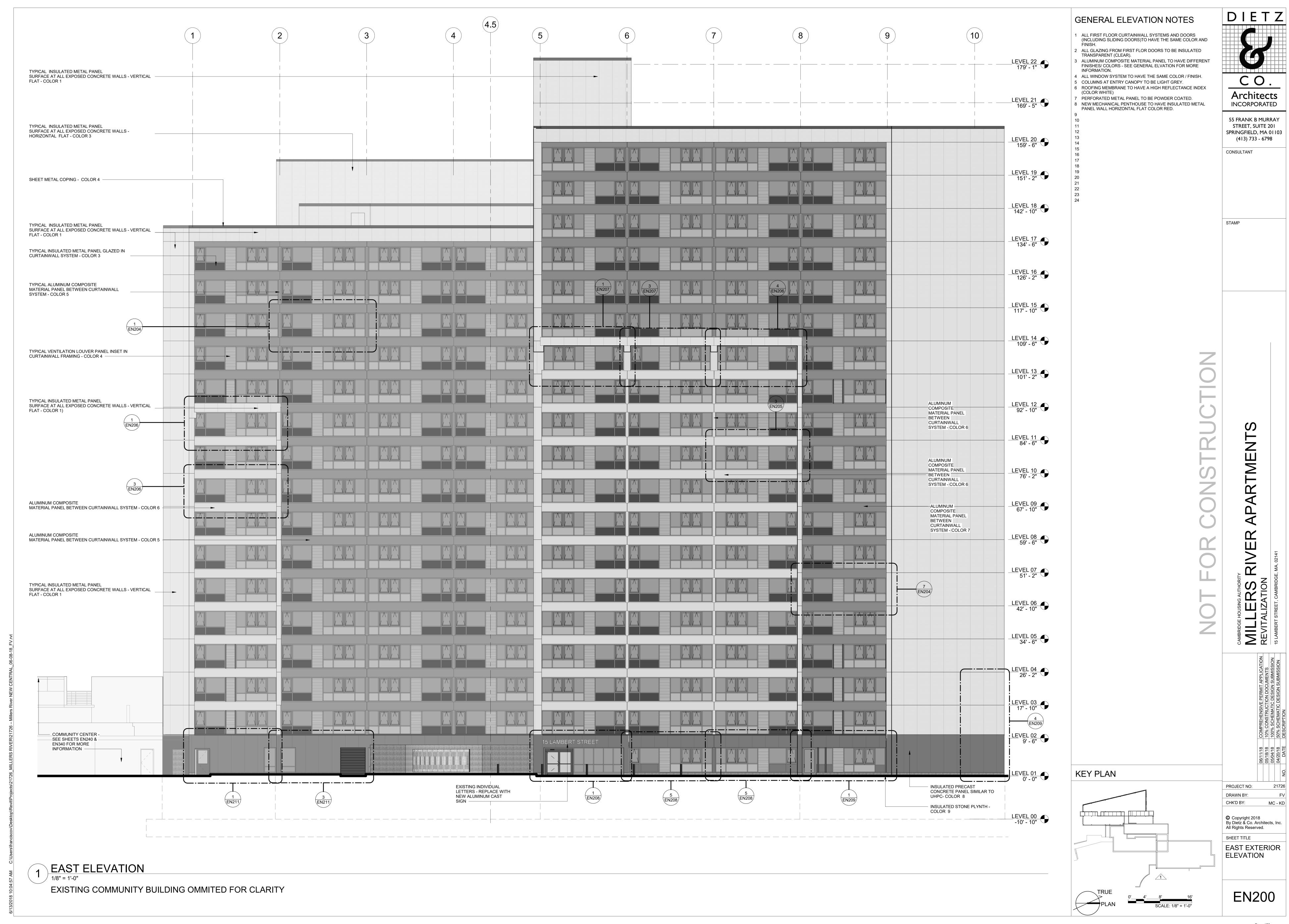




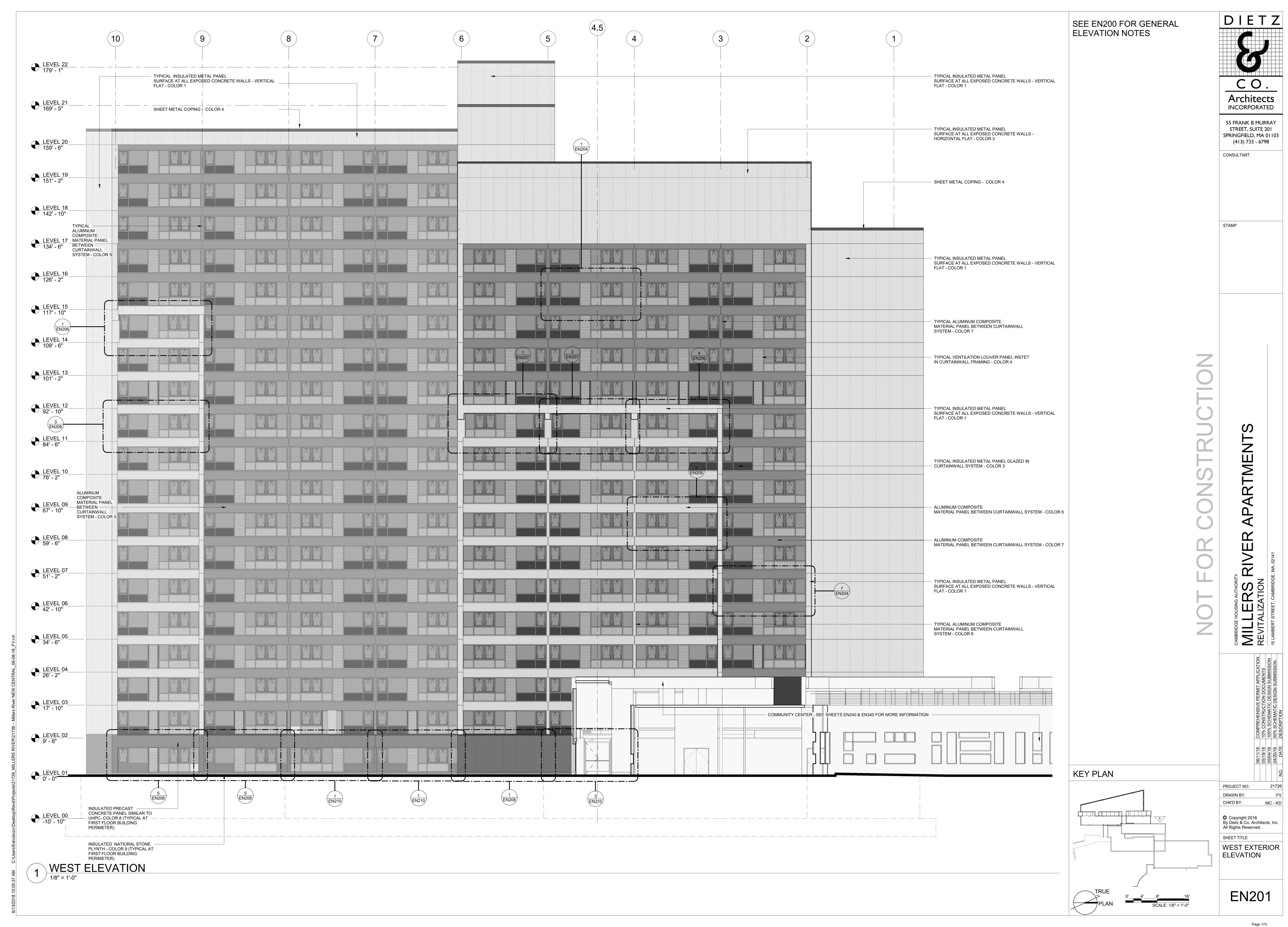
CAMBRIDGE HOUSING AUTHORITY
MILLERS RIVER APARTMENTS

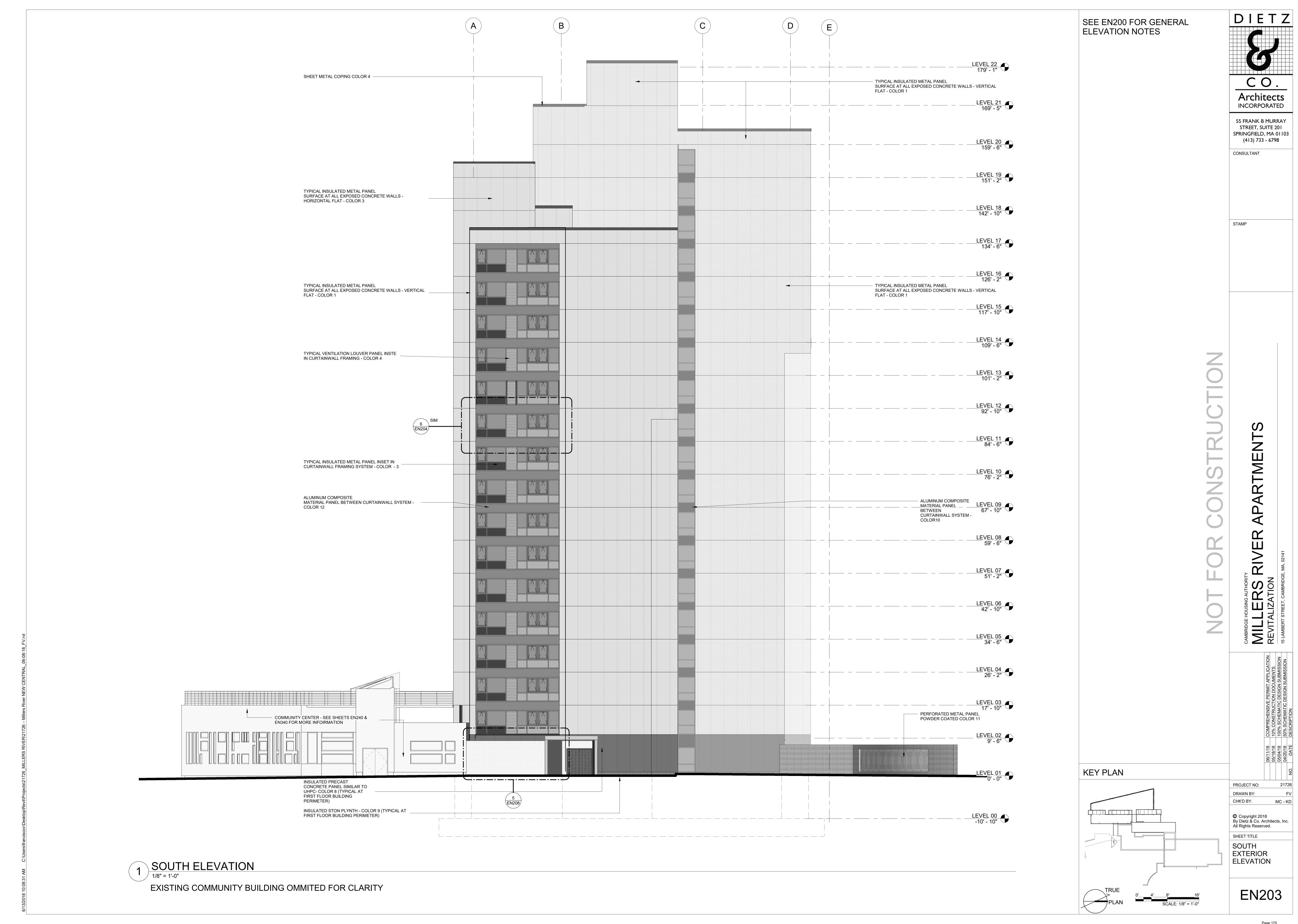
3D VIEWS 06/07/2018

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**ARTMEN** 

MILLEI

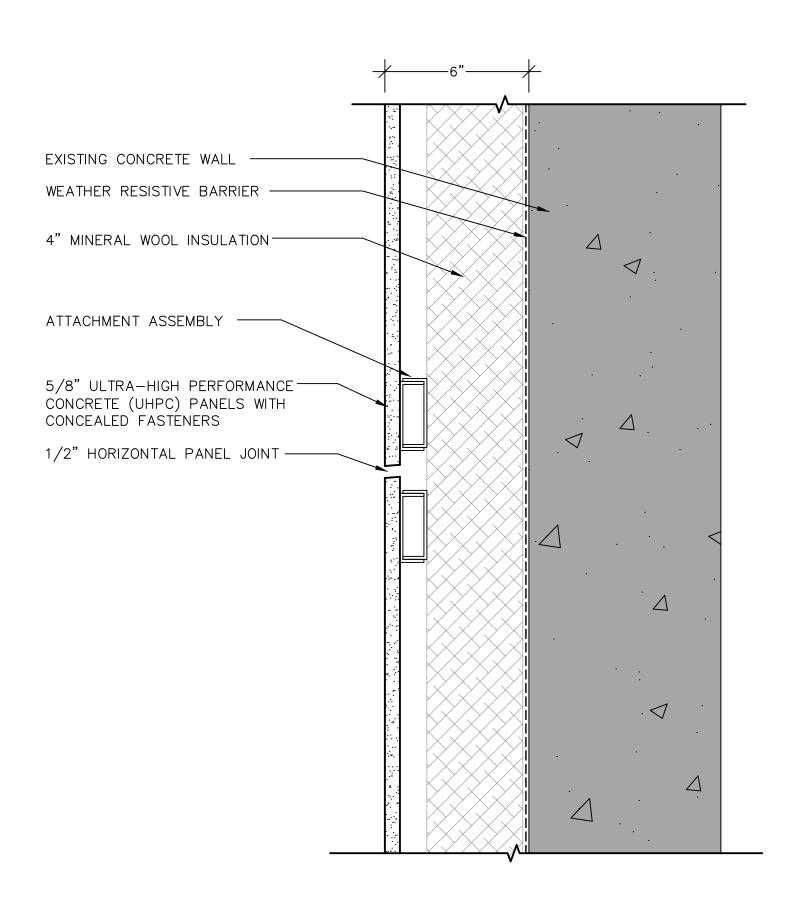
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SHEET TITLE TYPICAL

**EXTERIOR WALL** SECTIONS

**EN220** 



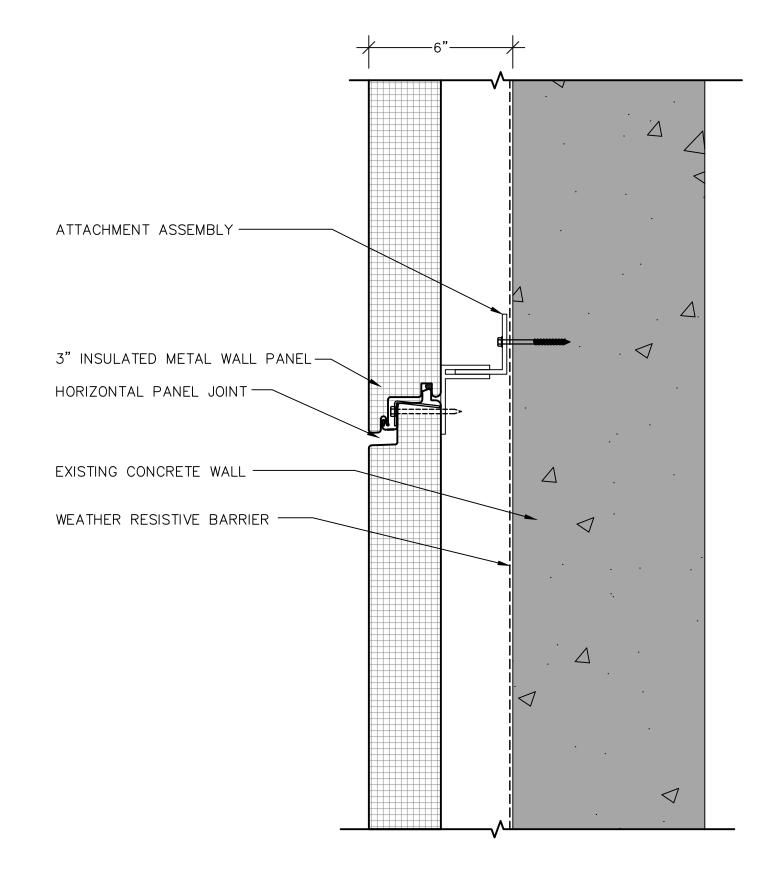
2 TYPICAL ULTRA-HIGH PERFORMING CONCRETE WALL SECTION 3" = 1'-0" (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)

-WEATHER RESISTIVE BARRIER

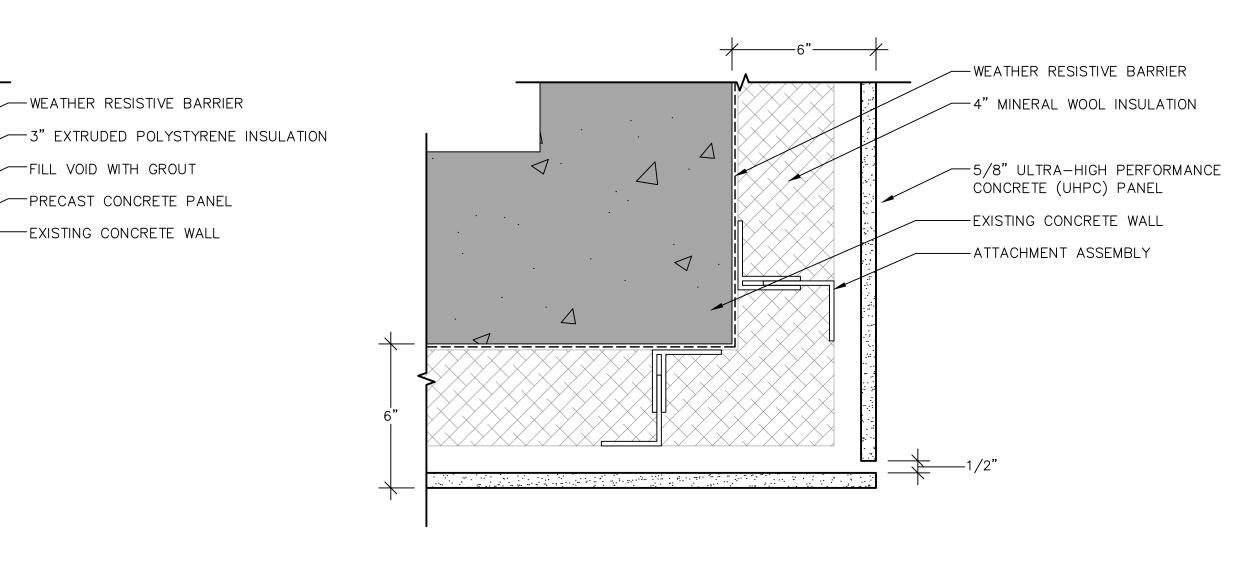
FILL VOID WITH GROUT

PRECAST CONCRETE PANEL

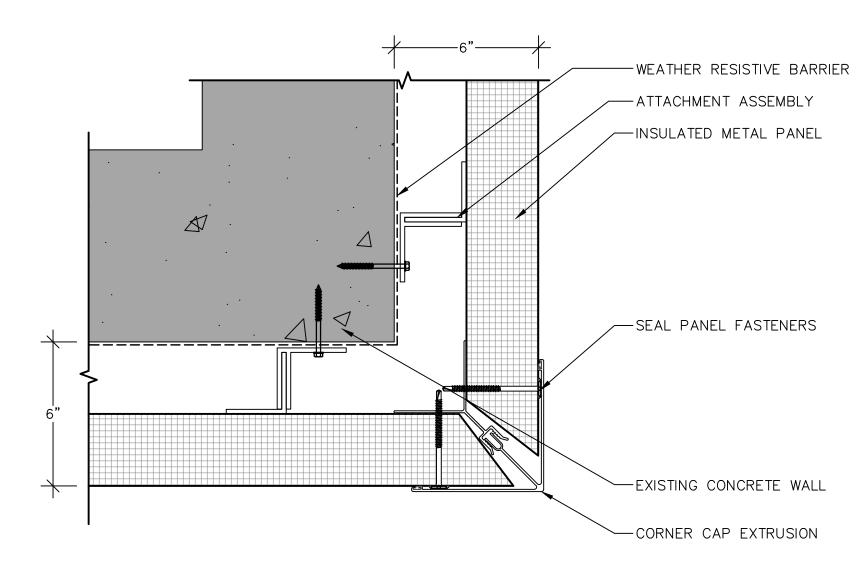
EXISTING CONCRETE WALL



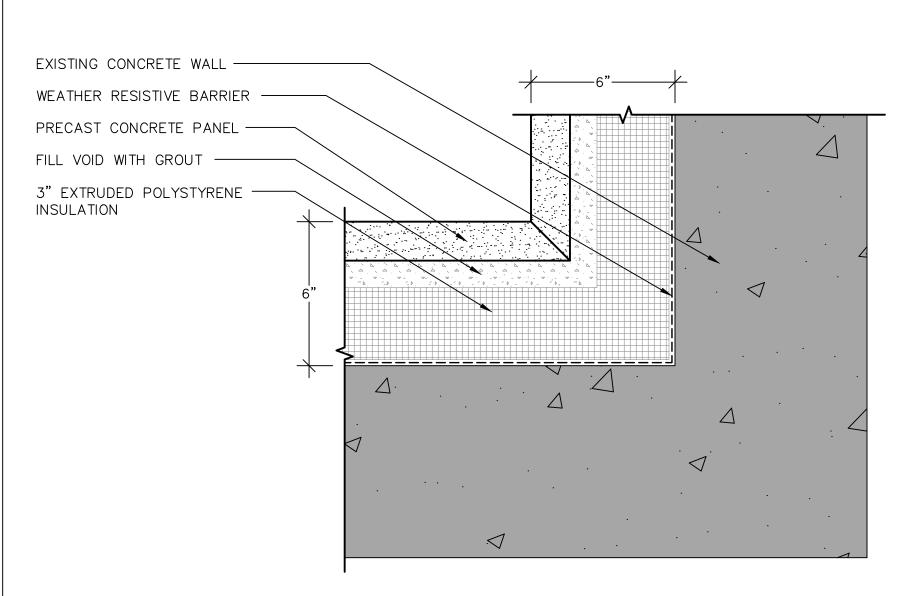
TYPICAL INSULATED METAL WALL PANEL SECTION √ 3" = 1'-0" (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



TYPICAL ULTRA-HIGH PERFORMING CONCRETE OUTSIDE CORNER (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



TYPICAL INSULATED METAL PANEL OUTSIDE CORNER (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



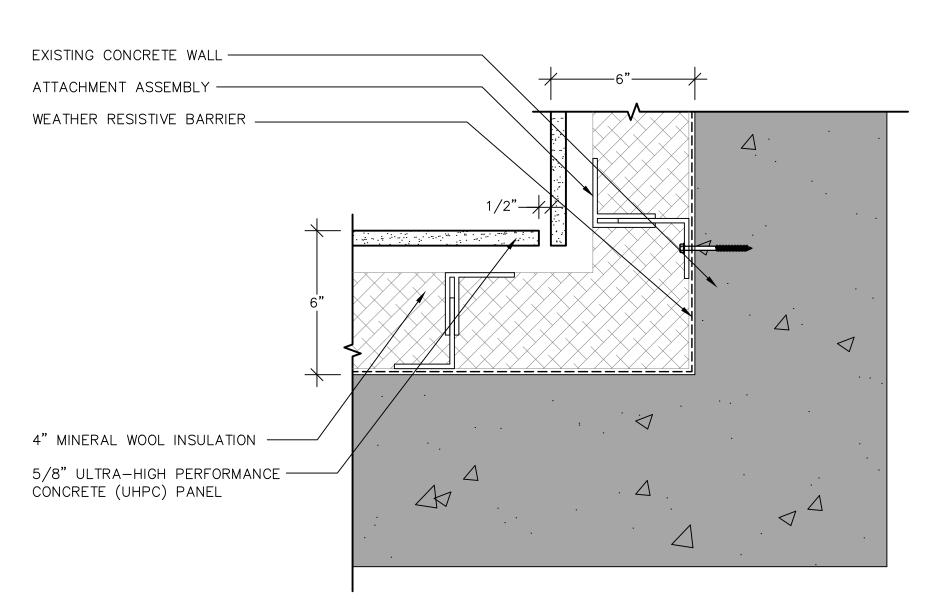
TYPICAL STONE PANEL OUTSIDE CORNER AT GRADE

3" = 1'-0"

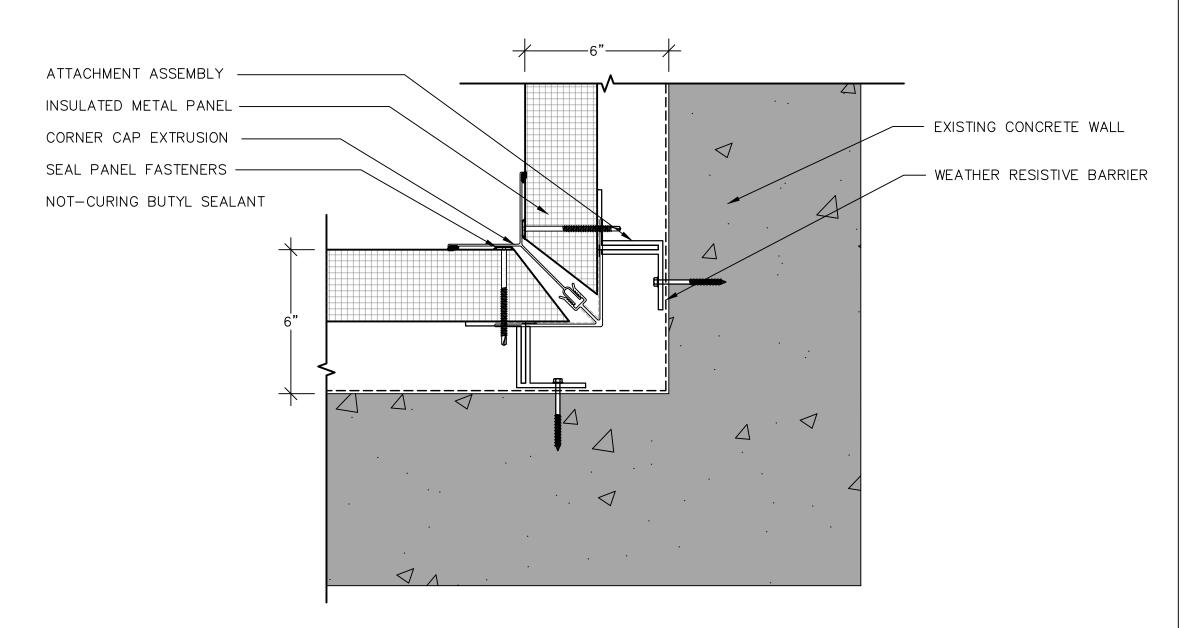
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)

\_\_\_\_\_

8 TYPICAL STONE PANEL INSIDE CORNER AT GRADE (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



7 TYPICAL ULTRA-HIGH PERFORMING CONCRETE INSIDE CORNER 3" = 1'-0" (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



TYPICAL INSULATED METAL PANEL INSIDE CORNER 6 TYPICA 3" = 1'-0" (ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



# Section 5 Outreach

Comprehensive Permit Application Process Mailing Labels of Abutters



ADDRESS OF PROPERTY:

# City of Cambridge

MASSACHUSETTS

BOARD OF ZONING APPEAL

831 Mass Avenue, Cambridge, MA. (617) 349-6100

### COMPREHENSIVE PERMIT APPLICATION PROCESS

A copy of the proposed plan with description of the project be submitted to the following City Agencies. Please provide evidence of submission to these agencies. Upon completion, this sheet must be submitted to the Board Zoning Appeals case file.	
Signature and Date	City Department/Address
Mechae Moran	Community Development Department, 57 Inman Street
282	Conservation Department, 57 Inman Street
It the the	Fire Department, 489 Broadway Street
Saabl Busks	Historical Department, 831 Massachusetts Avenue
Between Lagro	Law Department, 795 Massachusetts Avenue
Skin	Public Works Department, 147 Hampshire Street
lel	Traffic and Parking Department, 57 Inman Street

20-28 WARREN STREET LLC, 32 WARREN ST CAMBRIDGE, MA 02141

20-28 WARREN STREET LLC. 32 WARREN ST CAMBRIDGE, MA 02141

650 CAMBRIDGE STREET, LLC. 650 CAMBRIDGE ST. CAMBRIDGE, MA 02141

660 CAMBRIDGE STREET REALTY TRUST JOSEPH P. BISOGNANO, III, TRUSTEE 29 COMMONWEALTH AVE., 6TH FLOOR BOSTON, MA 02116

660 CAMBRIDGE STREET REALTY TRUST, JOSEPH P. BISOGNANO, III, TRUSTEE 29 COMMONWEALTH AVE., 6TH FLOOR BOSTON, MA 02116

ABRAHAM, MICHAEL 170 GORE ST., UNIT #405 CAMBRIDGE, MA 02141

ADUSU, TEYE 170 GORE ST.,UNIT #514 CAMBRIDGE, MA 02141

AGAFONOVA, IRINA TRUSTEE OF 170-510 GORE ST REALTY TRUST 50 WATERTOWN ST WATERTOWN, MA 02472

ALIANO, JOSEPH 170 GORE ST., UNIT #301 CAMBRIDGE, MA 02141

ALMEIDA, JOSEPHINE A., KAREN ALMEIDA, JOSEPHINE A. ALMEIDA & MICHAEL ALMEIDA 170 GORE ST., UNIT #418 CAMBRIDGE, MA 02141

BENSAOU, MASAKO 353 KING STREET, APT 727 SAN FRANCISCO, CA 94158

BERINA, ALLA 170 GORE ST., UNIT #307 CAMBRIDGE, MA 02141

BERIT, JONATHAN 94 TEMPLE RD WALTHAM, MA 02452 BEST, WILLIAM H. & JOAN E. BEST 170 GORE STREET, UNIT 208 CAMBRIDGE, MA 02141

BLANCO, ANALIA CHANNING REAL **ESTATE** 

ATTN: NATHAN THOMPSON 1776 MASSACHUSETTS AVE., #10 CAMBRIDGE, MA 02140

BORDIERI, PAUL A., JR. 71 HIGLEY ROAD ASHLAND, MA 01721

BRINCOLO, ANTHONY G. 170 GORE ST., #319 CAMBRIDGE, MA 02141

BRYANT, COLLEEN 599 CAMBRIDGE ST., #102 CAMBRIDGE, MA 02141

CAMACHO, RALPH J. 170 GORE ST., #118 CAMBRIDGE, MA 02141 CAMBRIDGE CITY OF COMM DEV 57 INMAN ST CAMBRIDGE, MA 02139

CAMBRIDGE HOUSING AUTHORITY C/O MILLERS RIVER HOLDING LLC. 362 GREEN STREET

CAMBRIDGE, MA 02139

CAMBRIDGE REDEVELOPMENT

AUTHORITY

255 MAIN ST., 4TH FLOOR CAMBRIDGE, MA 02142

CAMBRIDGE REDEVELOPMENT

AUTHORITY

255 MAIN ST., 4TH FLOOR

CAMBRIDGE, MA 02142

CAMELIO, NANCY, A LIFE ESTATE, ANNA

LOMBARDI, LIFE ESTATE 48 WARREN ST.

CAMBRIDGE, MA 02141

CAO, ZHIYI & NING GUO 170 GORE ST., UNIT #517 CAMBRIDGE, MA 02139

CARLETON, ROBIN K. 18 DIXON AVE. NEWFIELDS, NH 03856 CARTER, SIDNEY W. 170 GORE ST., UNIT 211 CAMBRIDGE, MA 02141

CARVELLO, JENNIE C., A LIFE ESTATE 44 WARREN STREET CAMBRIDGE, MA 02141

CHAN, GINGER YIN 57 BRADYLL RD WESTON, MA 02493

CHANG, AUSTIN & ALBENA KANTARDZHIEVA 170 GORE ST., #614 CAMBRIDGE, MA 02141

CHANG, SUCHENG C. & WENDY LEE

170 GORE ST. UNIT#202 CAMBRIDGE, MA 02141

CHEN, DELAI & JING LI 599 CAMBRIDGE ST, UNIT #401 CAMBRIDGE, MA 02141

CHEN, HAIJIE 2 EARHART ST. CAMBRIDGE, MA 02141

CHIN, RICHARD & VICTORIA CHIN

170 GORE ST..UNIT #218 CAMBRIDGE, MA 02141

CHIU HENRY 161 BULLARD ST WALPOLE, MA 02081 COLE, KIRBY & EMILY COLE 170 GORE ST., #102 CAMBRIDGE, MA 02141

COLLINS, RYAN C/O DONG, JUNZI &

SHOKO RYU

170 GORE ST. UNIT#317 CAMBRIDGE, MA 02141 CONSOLIDATED RAILROAD PROPERTY

TAX DEPT P.O. BOX 8499

PHILADELPHIA, PA 19101

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DELANEY

5258 HAYLEDGE COURTH COLUMBIA, MD 21045

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DELANEY

5258 HAYLEDGE COURTH COLUMBIA, MD 21045

DICECCA, SALVATORE 170 GORE ST., UNIT #101 CAMBRIDGE, MA 02141

DUCHARME, BRIAN S. 599 CAMBRIDGE ST., #302 CAMBRIDGE, MA 02141

ESSEX STREET MANAGEMENT, INC. C/O CAMBRIDGE HOUSING AUTHORITY

362 GREEN ST., 3RD FLOOR CAMBRIDGE, MA 02139

FINMAN, ROSS E. C/O SU, JIALIN & YANDONG ZHANG

67 PLAYERS CLUB VILLAS RD PONTE VEDRA BEACH, FL 32082 FITZPATRICK, ANN E. & DOROTHY A.

PIETROPAOLO, TRS 170 GORE ST., #312 CAMBRIDGE, MA 02141

FRITH, SANDRA M. 170 GORE ST., #519 CAMBRIDGE, MA 02141 GENOVESE, GIULIO 170 GORE ST., #220 CAMBRIDGE, MA 02141 GOMEZ-YAFAL, ALICIA 599 CAMBRIDGE ST., UNIT #303 CAMBRIDGE, MA 02141

GU, QUN YING & SHAOWEN JU

205 HOLLAND ST SOMERVILLE, MA 02144 HARDWICK, JOSEPH B., JR. 170 GORE ST., #117 CAMBRIDGE, MA 02141

HARMON, NICOLE 170 GORE ST. UNIT#104 CAMBRIDGE, MA 02141

HARN, LIN-LIN & JOSEPHINE LEUNG

170 GORE ST., UNIT #404 CAMBRIDGE, MA 02141

HEGARTY, MARGARET T. TRUSTEE OF THE MARGARET T. HEGARTY TRUST 170 GORE ST, UNIT #219 CAMBRIDGE, MA 02141

HEINRICKSEN, RONALD N. & HENRY K.

ANDERSON 170 GORE ST., #401 CAMBRIDGE, MA 02141

HILL. STEPHEN PAUL 24 LAMBERT ST. CAMBRIDGE, MA 02141 HUANG, JING FENG & JING YAO ZHANG

170 GORE ST., #113 CAMBRIDGE, MA 02141 HUNTER, REBECCA 170 GORE ST., #504 CAMBRIDGE, MA 02141

IANELLI, JOSEPH J. & NINA R. IANELLI TRUSTEE OF JACI REALTY TRUST

80 PARK AVE

CAMBRIDGE, MA 02138

IANELLI, JOSEPH J. & NINA R. IANELLI, OF JACI REALTY TRUST

80 PARK AVE. CAMBRIDGE, MA 02138 IORDANOVA, VERA 599 CAMBRIDGE ST #203 CAMBRIDGE, MA 02141

JIANG, BOTAO 812 MEMORIAL DR., #1607 CAMBRIDGE, MA 02141

KANNAN. KARUPPIAHN & LAKSHMILATHA KANNAN 170 GORE ST., UNIT #107 CAMBRIDGE, MA 02141

KILLACKEY, MARIE E. 170 GORE ST., #314 CAMBRIDGE, MA 02141

KRAISITHSIRIN, SILAWAN 599 CAMBRIDGE ST., UNIT #301C CAMBRIDGE, MA 02141

KWONG, EDWARD 170 GORE ST., #414 CAMBRIDGE, MA 02141 LARAMEE, BRUCE WAYNE 170 GORE ST. UNIT#209 CAMBRIDGE, MA 02141

LAWLOR, CAROL 170 GORE ST UNIT #507 CAMBRIDGE, MA 02141

LEBLOIS, CHRISTINE M., TR. OF C/O LI, YAU YEE

LEUNG, KAI CHI & AMY LEUNG 170 GORE ST., UNIT #407 170 GORE ST., #308 CAMBRIDGE, MA 02141

CAMBRIDGE, MA 02141

LEVY, BRUCE G. & KAY S. WILD 170 GORE ST., #503 CAMBRIDGE, MA 02141

LEWIS, LEANN TRUSTEE OF THE LEANN LEWIS TRUST

LI, ADRIENNE V. 170 GORE ST., #217 170 GORE ST UNIT #103 CAMBRIDGE, MA 02141 CAMBRIDGE, MA 02141

LL YAN MING 599 CAMBRIDGE ST. UNIT#101 CAMBRIDGE, MA 02141

LIAO, RONGLIH, TRUSTEE THE RONGLIH LIAO 2103 TRUST 170 GORE ST.,#520 CAMBRIDGE, MA 02141

LIN CHIC-CHUNG 599 CAMBRIDGE ST 402 CAMBRIDGE, MA 02141

LING, HORANCE & VIVIAN LING C/O EL-DIAN MANAGEMENT LLC 2 AUTUMN CIRCLE HINGHAM, MA 02043

LUO, LAURA & EDWOOD NG TRUSTEE 16 DEARBORN TER WEST NEWTON, MA 02465

LYZAR LLC 27 STURBRIDGE RD WELLESLEY, MA 02481

MAMMEN, MEREEN 170 GORE ST., #115 CAMBRIDGE, MA 02141 MARTEL, JOHN R., IMELDA R. MARTEL & CITY OF CAMBRIDGE TAX TITLE 599 CAMBRIDGE ST 201C CAMBRIDGE, MA 02141

MCCAULEY, ALEXANDER PATRICK C/O ESTRELLA, ANNA P. 170 GORE ST. UNIT 303 CAMBRIDGE, MA 02141

MEKRUT, WILLIAM A. & JOAN G. MEKRUT 4 FAIR OAKS DR. LINCOLN, RI 02865

MELO, MARK P., TRUSTEE THE A&E REATLY TRUST 100 FERNCROFT RD TEWKSBURY, MA 01876

MITCHELL, GRANT M. 170 GORE ST. UNIT#413 CAMBRIDGE, MA 02141

MOHTARAMI, MITRA & HADI AMIRIEBRAHIMABADI 170 GORE ST., #309 CAMBRIDGE, MA 02141

MOOSAVIFARD, SEDIGHEH 170 GORE ST., #306 CAMBRIDGE, MA 02141

MOUGHTY, SARAH 170 GORE ST., UNIT #313 CAMBRIDGE, MA 02141

NONNI, ANTONETTE C. & PAUL J. NONNI 170 GORE ST., UNIT #506 CAMBRIDGE, MA 02141

NOREN, ROSEMARY A., TRUSTEE THE ROSEMARY H. NOREN REVOC TRUST 599 CAMBRIDGE ST., #103C CAMBRIDGE, MA 02141

PACHECO, FRANCIS J. AND JAMES PACHECO 16 WARREN ST CAMBRIDGE, MA 02141

PACHECO-PAVILLION LIMITED PARTNERSHIP 54 LARCHWOOD DR CAMBRIDGE, MA 02138

PALERMINO, RICHARD & ELIZABETH **PALERMINO** 170 GORE ST., #119 CAMBRIDGE, MA 02141

PARISE, PETER J., JR & IDALYN NICOLORO 14-16 WARREN ST CAMBRIDGE, MA 02141

PARISE, PETER, JR. CATHERINE SPINOSA & IDALYNE NICOLORO 14 WARREN ST CAMBRIDGE, MA 02141

PATEL, NIMESH & SONAL PATEL 170 GORE ST., #402 CAMBRIDGE, MA 02141

RAFFI, JOHN P. 170 GORE ST., #109 CAMBRIDGE, MA 02141

RAPOZA, JOHN F. & ELAINE M. RAPOZA 22 LAMBERT STREET CAMBRIDGE, MA 02141

REIS, MANUEL R. 19 BEVERLY RD ARLINGTON, MA 02476 RENNA, FLORENCE TRUST OF RENNA REALTY TR C/O RUNNING BROOK ASSOCIATES, LLC

251 LITTLE FALLS DR WILMINGTON, DE 19808

RICKER, JOSEPH A. 633-635 CAMBRIDGE ST UNIT#4

CAMBRIDGE, MA 02141

ROBERTS, LYNNE CAMILLE 170 GORE ST. UNIT \$502 CAMBRIDGE, MA 02141

RODGERS, MICHAEL A. & RUTH E. ELIOT TRUSTEES & THEIR SUCCESSORS IN

TRUST

170 GORE ST., #403 CAMBRIDGE, MA 02141

ROMAN CATHOLIC ARCHBISHOP OF BOSTON CORPORATION SOLE 66 BROOKS DRIVE

BRAINTREE, MA 02184

RUSSELL, WILLIAM F. 170 GORE ST., #318 CAMBRIDGE, MA 02141 SASSO, JAMES

599 CAMBRIDGE ST., UNIT#C2 CAMBRIDGE, MA 02141

SEVUSH, DANIEL

599 CAMBRIDGE ST., UNIT #304C CAMBRIDGE, MA 02139

SHANK, KURT M. 170 GORE ST., UNIT #205 CAMBRIDGE, MA 02141

SHAPLYKO, NICHOLAS & EKATERINA

SOROKINA

115 COLLEGE AVE SOMERVILLE, MA 02144

SHARMA, SANJAY 170 GORE ST., #311 CAMBRIDGE, MA 02141 SHEHU, ELVIS 170 GORE ST., #120 CAMBRIDGE, MA 02141 SHI, HONGYU 170 GORE ST., #310 CAMBRIDGE, MA 02141

SILVER, RICHARD C. & JUDITH F. SILVER TRU OF RICHARD C. SILVER REV. TRUST

6876 PARISIAN WAY LAKE WORTH, FL 33467 SINGH, HARINDER 170 GORE ST. UNIT#304 CAMBRIDGE, MA 02141 SINGH, SUKHWINDER L. & JASWINDER

KAUR 25 PINE ST

BELMONT, MA 02478

STOUDENKOVA, DANIELA Z. 170 GORE ST., #511

CAMBRIDGE, MA 02141

SUH. DONG HYUN 170 GORE STREET, UNIT 417

SURENDRANATH, PADMAJA 170 GORE ST., #214 CAMBRIDGE, MA 02141 CAMBRIDGE, MA 02138

TANG, CYNTHIA 3-493 MILTON STREET NANAIMO, BC V9R-2K9 TIMKO, BRIAN P. 170 GORE ST., #409 CAMBRIDGE, MA 02141 TOMMY Y.W CHEN & SHU-MEI H. CHEN 8125 144TH AVE.SE NEWCASTLE, WA 98059

TREEHOUSE REALTY LLC 447 CAMBRIDGE ST ALLSTON, MA 02134

TREEHOUSE REALTY, LLC. 477 CAMBRIDGE ST ALLSTON, MA 02134

TRUANT, MARC J. 40-42 WARREN ST CAMBRIDGE, MA 02141

TSOU, HSING-II, TR. TSOU FAMILY TRUST

170 GORE ST., #106 CAMBRIDGE, MA 02141 TSOU, NANCY 170 GORE ST., #305 CAMBRIDGE, MA 02141 USA9AM, LLC 3 SARAH JANE COURT ACTON, MA 01720

VASQUEZ, ALBERTO E. & ROSA P.

VASOUEZ

21 LAMBERT STREET CAMBRIDGE, MA 02141 VASQUEZ, GLORIA E. & ALBERT E.

VASOUEZ 21 LAMBERT ST.

CAMBRIDGE, MA 02141

VELLUCCI-MELO, JULIANE J., TRUSTEE OF THE 141 HIGHLAND AVE REALTY

TRUST

4 SARAH LANE MAYNARD, MA 01754

VIRK, IRFAN G. & CITY OF CAMBRIDGE

TAX TITLE

170 GORE S., UNIT 415 CAMBRIDGE, MA 02141 WALSH, THOMAS & CAREN WALSH

170 GORE ST., #515 CAMBRIDGE, MA 02141

WANG, SANDRA & JACK OU 170 GORE ST. UNIT#315 CAMBRIDGE, MA 02141

WANG, SANDRA J. 170 GORE ST., #501 CAMBRIDGE, MA 02141 WANG, XINGCHEN & MINGU DENG

170 GORE ST., UNIT #618 CAMBRIDGE, MA 02139

WARREN STREET HOLDINGS LLC MARC J.

TRUANT, MANAGER 32 WARREN ST

CAMBRIDGE, MA 02141

WARREN STREET HOLDINGS LLC MARC J.

TRUANT, MANAGER 32 WARREN ST

CAMBRIDGE, MA 02141

WATSON, SAMUEL M. 599 CAMBRIDGE ST., #204C CAMBRIDGE, MA 02141

WESOLOWSKI, MICHAEL 170 GORE ST. UNIT#505 CAMBRIDGE, MA 02141

WILLIAMS, DAVID MICHAEL 633 CAMBRIDGE ST #3

CAMBRIDGE, MA 02141

WITHAM, PATRICIA A. 170 GORE ST., #108 CAMBRIDGE, MA 02141 WONG, EDWARD CHUCKFEE 170 GORE ST., #420

CAMBRIDGE, MA 02141

WONG, GARY L. 12 WAVERLEY AVE

WATERTOWN, MA 02141

WU, XIAO & HONG FANG 599 CAMBRIDGE ST., #305 CAMBRIDGE, MA 02141

WU, YI-HSUAN & YI-CHIEH WU 1600 BOINTON SPRINGS RD., #6509 AUSTIN, TX 78704

XIE. CHRISTIE YUNZHE 9 GARDNER ST., #4 ALLSTON, MA 02134

XU, XIAO 170 GORE ST., #206 CAMBRIDGE, MA 02141

YANG, YONGGUANG & HUI SU 170 GORE ST #207 CAMBRIDGE, MA 02141

YANG, YONGGUANG & HUI SU

170 GORE ST 513 CAMBRIDGE, MA 02141 YORK, STEPHEN P. 170 GORE ST., #105 CAMBRIDGE, MA 02141 ZANAROTTI, STANLEY R. 170 GORE ST., UNIT #302 CAMBRIDGE, MA 02141

ZHANG, JINYUN 170 GORE ST.,UNIT #616 CAMBRIDGE, MA 02141 ZHANG, YAN & HOWARD HAIQUAN YAO 16 FARROW ST WINCHESTER, MA 01890

ZHOU, JIAN 3170 DUBLIN DR. SAN FRANCISCO, CA 94080

## COMPREHENSIVE PERMIT APPLICATION 2018 JUN 28 PM 2: 49

	TOTAL OF THE OFT A STORY
PETITIONER: Cambridge	OFFICE OF THE CITY CLERK e Affordable Housing Corporation DGE, MASSACHUSETTS
PETITIONER'S ADDRESS:	362 Green Street, Cambridge, MA, 02139
PETITIONER'S TELEPHONE:	617-520-6251
NAME, ADDRESS, AND PHONE I (If different from Petitioner):	15 Lambert Street, Cambridge, MA, 02139  Dre-cast building and an attached one-story community building that
LOCATION OF SITE:	15 Lambert Street, Cambridge, MA, 02139
DESCRIPTION OF PROJECT:	bus A/C-3
ronts Cambridge Street. There are currently 298 units (219 studio units, 78 one-bedroom units, and one two-bedroom unit) serving an elderly/disabled population. After construction, there will be a net of three new units, and the loss of one unit, totaling 300 units (297 one-bedroom units and three two-bedroom units). The project also includes the construction of a new curb cut on Lambert Street and new Community Center on the western edge of the site.	
SPECIFY LOCAL REGULATIONS OR REQUIRMENTS FROM WHICH RELIEF IS REQUESTED:	
Relief Requested: Applica	able Local Board or Authority:
<ol> <li>Setbacks: 5.31 (Lambert Street Front)</li> <li>Setbacks: 5.31 (RR ROW Side)</li> <li>Setbacks: 5.31 (Gore Street Front)</li> <li>Vehicle parking: 6.36.1.g</li> <li>Bicycle parking: 6.107.2</li> <li>Noise Ordinance: 8.16.060</li> <li>Curb cut at Lambert Street</li> <li>Land Disturbance Regulations: 13.16</li> <li>Article 22 Sustainable Design and Design petition received from Dougle</li> </ol>	Board of Zoning Appeal Evelopment Board of Zoning Appeal
<ol> <li>Please specify whether Petitio</li> </ol>	ner is:
<ul> <li>( ) A public agency</li> <li>(x) A non-profit organization</li> <li>( ) A limited divided organization</li> </ul>	ation
	onstruction? If not, please explain rehabilitation of the existing Millers River Apartments.
The project also includes the new construction of a new community center for the apartment building.	

Please see the attached deed and ownership certificate. Cambridge Affordable Housing Corporation is the 100% owner of Millers River Holding LLC, which currently owns Millers River Apartments. At the financial closing later this year, Millers River Apartments will be transferred by Millers River Holding LLC to Millers River LLC, which will be 99.9% owned by the Cambridge Housing Authority's LIHTC investor and 0.01% owned by Millers River Manager LLC which will be owned by the Cambridge Affordable Housing Corporation. At that time, the Comprehensive Permit will be transferred to Millers River LLC (which shall be a limited dividend entity) and the Applicant requests the Zoning Board of Appeal's approval, as part of the issuance of this Comprehensive Permit, of such transfer.

4. What are the sources of the public subsidy for the proposed project? Please ATTACH project eligibility letter, site approval letter, or other evidence of subsidy for this project.

The project is being funded via a mix of sources, but not limited to: private equity via LIHTCs (4%), tax exempt bonds, escrow funds resulting from the conversion of Millers River to the Section 8 program, and short-term and long-term private debt. The CHA has also been working with MassHousing on Project Eligibility under Chapter 40B. While MassHousing finds CHA's application materials satisfactory per 760 CMR 56.04(03) they are awaiting public comment from the city of Somerville (500 sf of the site is located in Somerville) under the required 30-day review period. The 30-day comment period for the city of Cambridge closed on June 7. See the attached letter from MassHousing.

- 5. Total number of dwelling units proposed: 300 (298 Existing, 1 Re-purposed, 3 New)
  Total number of affordable rental units: 300 (298 Existing, 1 Re-purposed, 3 New)
  Total number of affordable home ownership units:
- 6. Please describe the eligibility standards for low and moderate income occupants and the duration of the affordability restrictions for the project. If you refer to program regulations or guidelines, please attach copies.

Of the 298 existing units, 297 are restricted to the Section 8 Project Based Voucher program for households at or below 80% AMI. These affordability restrictions are secured by the Millers River Use Agreement by the US Department of Housing and Urban Development attached. In addition, 281 of the proposed 300 units will be LIHTC eligible units and restricted to households at or below 60% AMI. The average income at Millers River, however, is below 40% AMI, much lower than the affordability restrictions by the Section 8 and LIHTC programs. All residents at Millers River pay only 30% of their income toward rent.

7. How will this project meet local needs for low income and moderate income housing?

The renovation of 297 existing apartments and new construction of 3 apartments will add muchneeded affordable housing for elderly and disabled residents in Cambridge. There are currently 5,356 distinct households on CHA's waitlist seeking elderly/disabled housing. I certify that the information contained herein is true and accurate to the best of my knowledge and belief.

Petitioner's Signature

<u>C|27|2018</u> Date

S 36-257 36-254 73 Porter St 36-241 36-63 36-64 36-67 36-68 36-69 Porter St 15 Rufo Rd 36-6536-66 36-70 36-73 36-75 36-76 36-78 26 Porter St 8 Porter St 36-79 36-79 36-79 36-81 36-189 35-88 36-147 35-87 Ro 36-79 36-80 36-81 36-189 36-148 37-R Jefferson St 165 Gore/St 36-8236-188 36-99 36-161<sup>36-98</sup>36-97 36-149 Rufo 36-96 36-92 38 Jefferson St 36-9436-93 36-91 36-8936-86 32 Jefferson St 36-90 36-203 36-85 36-150 35-89 36-151 163 Gore St 35-92 35-95 36-10836-109 28 Jefferson St 36-113 36-164 36-11036-111 36-204 36-153 36-113 36-134 36-110 36-111 36-112 36-24636-135 36-136 36-237 36-137 36-139 36-236 36-215 36-154 Simoni Memorial Rink 170 Gore St Gore St 35-100 36-196 36-250 35-101 36-157-36-226 36-11836-117 36-197 36-12036-119 22-132 36-247 36-116 35-23 Lambert St 36-225 35-39 35-38 35-2635-25 781 Cambridge St 36-24936-243 35-85 36-15936-223 35-43 35-27 35-29 35-28 35-71 725 Cambridge St 695 Cambridge St36-267 24 Lambert St 35-44 750 Berkshire St 732 Cambridge St Millers River Park 35-5935-60 35-37 35-36 35-30 35-72 38-1 35-73 37-1437-1537-17 37-19 686 Cambridge St 647 Cambridge St 35-31 35-96 37-1237-13 35-34 35-47 35-3335-32 e StCambridge St 35-48 37-11437-21 37-20 37-88 555 Cambridge St 35-53 35-49 34-127 34-2 35-5235-51 37-115 37-11237-9437-109 34-7 34-8 34-146 34-23 572 Cambridge St 37-103 34-11634-3 35-50 34-24 34-26 34-39 34-27 37-56 37-58 37-60 37-6337-101 144 14 Max Ave34-4 34-41 34-42 417 Cardinal Medeiros 37-57 37-59 37-66 37-117 34-45 34-21 34-1234-11 34-136 34-5 34-38 34-28 -4034-4334-44 34-46 23-112 37-5337-79 Marcella St & 209 Otis St34-13734-121 34-13 34-20 34-122 10 Max Ave 34-58 34-37 34-29 34-14 34-47 9 Max Ave34-14734-14334-142 34-57 34-18 34-15 34-113 34-48 34-3334-30 202 Otis St 204 Otis St 37-12537-81 37-126 184 Otis St34-17 34-49 37-55 23-77 158 Otis St 34-13534-5234-51 34-77 34-67 Otis St 23-76 34-34 34-31 34-13334-10734-93 34-55 37-124 186 Otis St 37-82 34-10834-95 Cardinal , 34-9034-91 212 Ofis St34-96 37-35 30 Fulkerson St 34-76 34-68 37-120 34-149 140 Otis St 37-119 34-131 34-138 34-110 34-76 34-68 34-112 34-69 5 34-73 34-70 0 34-72 34-70 34-150 37-67 37-37 47 Sixth St 25-1 42 Fulkerson St 34-8834-132 44 Fulkerson St34-87 40 Sixth St 375 Cardinal Medeiros Ave St 37-68/37-38 25-28 34-141 Eighth ( 34-86 34-72 34-71 39-157 34-111 34-61 5 218 Thorndike St 33-5 39-14739-151 39-159 37-39 Marney St 39-14939-153 39-161<sup>39</sup>-169 39-155 14 James Way 25-27 33-63 33-6 164 Thorndike St 49 Sixth St. X James Way 33-64 33-53 33-7 Thorndike St 33-1633-7833-79 57 Fulkerson St 33-97 33-3033-31 39-4439-45 33-39 52 Sixth St 25-85 25-8625-87 33-54 65 Fulkerson St 33-55 33-96 39-14839-152 39-160 39-14039-154 39-15039-154 39-156 62 Fulkerson St<sub>33-56</sub> 33-95 39-66 33-18 33-90 33-80 33-24 33-20 33-101 33-33 t 48 Eighth S 22-233-2133-20 39-162 33-8933-9133-7333-8033-24 39-168 33-105 39-135 39-158 39-165 25-123 39-13139-133 25-12725-144 71 Fulkerson St 39-167 39-13739-14339-14533-111 33-5233-83 25-10625-143 25-137 39-13939-141 4 Michael Way 89 Fulkerson Sto Spring St Michael Way 39-101 158 Spring St 156 Spring St 154 Spring St 39-13039-13439-140 1 Michael Way 26-165 26-3 -26-2 26-426-5 33-45 39-132 39-136 39-14439-146 33-93 31-20 33-46 39-111 / 39-13839-142 Kennedy-Longfellow School 33-47 39-109 39-12139-123 26-38 39-127 39-11539-119 39-1 39-113 39-117 39-125 26-3726-15226-164 95 Fulkerson St32-37Ahern Field 33-7533-49 26-36

15 lanbut St.

34-2 VASQUEZ, ALBERTO E. & ROSA P. VASQUEZ 21 LAMBERT STREET CAMBRIDGE, MA 02141

34-127 660 CAMBRIDGE STREET REALTY TRUST JOSEPH P. BISOGNANO, III, TRUSTEE 29 COMMONWEALTH AVE., 6TH FLOOR BOSTON, MA 02116

35-38 RAPOZA, JOHN F. & ELAINE M. RAPOZA 22 LAMBERT STREET CAMBRIDGE, MA 02141

35-60 SHAPLYKO, NICHOLAS & EKATERINA SOROKINA 115 COLLEGE AVE SOMERVILLE, MA 02144

35-87 TWIN CITY MALL ASSOCIATES C/O PROPERTY TAX DEPT P.O BX 790830 SAN ANTONIO, TX 78279

35-85 DICECCA, SALVATORE 170 GORE ST., UNIT #101 CAMBRIDGE, MA 02141

35-85 HARMON, NICOLE 170 GORE ST. UNIT#104 CAMBRIDGE, MA 02141

35-85 KANNAN, KARUPPIAHN & LAKSHMILATHA KANNAN 170 GORE ST., UNIT #107 CAMBRIDGE, MA 02141

35-85 XIE, CHRISTIE YUNZHE 9 GARDNER ST., #4 ALLSTON, MA 02134

35-85 HUANG, JING FENG & JING YAO ZHANG 170 GORE ST., #113 CAMBRIDGE, MA 02141 34-3
VASQUEZ, ALBERTO E. ,ROSA P. & GLORIA
C/O GLORIA E. ALBERTO & ROSA P. VASQUEZ
21 LAMBERT STREET
CAMBRIDGE, MA 02141

34-136 CAMBRIDGE ELECTRIC LIGHT CO C/O NSTAR ELECTRIC CO. PROPERTY TAX DEPT. P.O. BOX 270 HARTFORD, CT 06141

35-39 TWENTY LAMBERT STREET LLC, C/O GEORGE DELANEY 5258 HAYLEDGE COURT COLUMBIA, MD 21045

35-62 VASQUEZ, GLORIA E. & ALBERT E. VASQUEZ 21 LAMBERT ST. CAMBRIDGE, MA 02141

35-85 PACHECO-PAVILLION LIMITED PARTNERSHIP 54 LARCHWOOD DR CAMBRIDGE, MA 02138

35-85 COLE, KIRBY & EMILY COLE 170 GORE ST., #102 CAMBRIDGE, MA 02141

35-85 YORK, STEPHEN P. 170 GORE ST., #105 CAMBRIDGE, MA 02141

35-85 WITHAM, PATRICIA A. 170 GORE ST., #108 CAMBRIDGE, MA 02141

35-85 GU, QUN YING & SHAOWEN JU 205 HOLLAND ST SOMERVILLE, MA 02144

35-85 REIS, MANUEL R. 19 BEVERLY RD ARLINGTON, MA 02476 CAMBRIDGE HOUSING AUTHORITY
C/O MICHAEL JOHNSTON, EXECUTIVE DIRECTOR
362 GREEN STREET
CAMBRIDGE, MA 02139

CAMBRIDGE HOUSING AUTHORITY C/O CLARA FRADEN 362 GREEN STREET CAMBRIDGE, MA 02139

35-59
VELLUCCI-MELO, JULIANE J.,
TR. OF THE 141 HIGHLAND AVE REALTY TRUST
4 SARAH LANE
MAYNARD, MA 01754

35-63-64 DELANEY PROPERTIES, INC., C/O GEORGE DELANEY 5258 HAYLEDGE COURTH COLUMBIA, MD 21045

35-85 SASSO, JAMES 599 CAMBRIDGE ST., UNIT#C2 CAMBRIDGE, MA 02141

35-85 LEWIS, LE ANN 170 GORE ST., #103 CAMBRIDGE, MA 02141

35-85 TSOU, HSING-II, TR. TSOU FAMILY TRUST 170 GORE ST., #106 CAMBRIDGE, MA 02141

35-85 RAFFI, JOHN P. 170 GORE ST., #109 CAMBRIDGE, MA 02141

35-85 BENSAOU, MASAKO 353 KING STREET, APT 727 SAN FRANCISCO, CA 94158

35-85 MAMMEN, MEREEN 170 GORE ST., #115 CAMBRIDGE, MA 02141 35-85 HARDWICK, JOSEPH B., JR. 170 GORE ST., #117 CAMBRIDGE, MA 02141

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35-85 MEKRUT, WILLIAM A. & JOAN G. MEKRUT 4 FAIR OAKS DR. LINCOLN, RI 02865

35-85 XU, XIAO 170 GORE ST., #206 CAMBRIDGE, MA 02141

35-85 LARAMEE, BRUCE WAYNE 170 GORE ST. UNIT#209 CAMBRIDGE, MA 02141

35-85 BORDIERI, PAUL A., JR. 71 HIGLEY ROAD ASHLAND, MA 01721

35-85 LUO,LAURA & EDWOOD NG 16 DEARBORN TERRACE WEST NEWTON, MA 02465

35-85
HEGARTY, MARGARET T. TRUSTEE OF THE
MARGARET T. HEGARTY TRUST
170 GORE ST, UNIT #219
CAMBRIDGE, MA 02141

35-85 ZANAROTTI, STANLEY R. 170 GORE ST., UNIT #302 CAMBRIDGE, MA 02141

35-85 TSOU, NANCY 170 GORE ST., #305 CAMBRIDGE, MA 02141 35-85 CAMACHO, RALPH J. 170 GORE ST., #118 CAMBRIDGE, MA 02141

35-85 TANG, CYNTHIA 170 GORE ST. UNIT# 201 CAMBRIDGE, MA 02139

35-85 SINGH, SUKHWINDER L. & JASWINDER KAUR 25 PINE ST BELMONT, MA 02478

35-85 YANG, YONGGUANG & HUI SU 170 GORE ST #207 CAMBRIDGE, MA 02141

35-85 CHAN, GINGER YIN 57 BRADYLL RD WESTON, MA 02493

35-85 LING, HORANCE & VIVIAN LING 2 AUTUMN CIRCLE HINGHAM, MA 02043

35-85 LI, ADRIENNE V. 170 GORE ST., #217 CAMBRIDGE, MA 02141

35-85 GENOVESE, GIULIO 170 GORE ST., #220 CAMBRIDGE, MA 02141

35-85 MCCAULEY, ALEXANDER PATRICK 170 GORE ST. UNIT 303 CAMBRIDGE, MA 02141

35-85 MOOSAVIFARD, SEDIGHEH 170 GORE ST., #306 CAMBRIDGE, MA 02141 35-85 PALERMINO, RICHARD & ELIZABETH PALERMINC 170 GORE ST., #119 CAMBRIDGE, MA 02141

35-85 CHANG, SUCHENG C. & WENDY LEE 170 GORE ST. UNIT#202 CAMBRIDGE, MA 02141

35-85 SHANK, KURT M. 170 GORE ST., UNIT #205 CAMBRIDGE, MA 02141

BEST, WILLIAM H. & JOAN E. BEST 170 GORE STREET, UNIT 208 CAMBRIDGE, MA 02141

35-85 CARTER, SIDNEY W. 170 GORE ST., UNIT 211 CAMBRIDGE, MA 02141

35-85 SURENDRANATH, PADMAJA 170 GORE ST., #214 CAMBRIDGE, MA 02138

35-85 CHIN, RICHARD & VICTORIA CHIN 170 GORE ST., UNIT #218 CAMBRIDGE, MA 02141

35-85 ALIANO, JOSEPH 170 GORE ST., UNIT #301 CAMBRIDGE, MA 02141

35-85 SINGH, HARINDER 170 GORE ST. UNIT#304 CAMBRIDGE, MA 02141

35-85 BERINA, ALLA 170 GORE ST., UNIT #307 CAMBRIDGE, MA 02141 34-144
660 CAMBRIDGE STREET REALTY TRUST,
JOSEPH P. BISOGNANO, III, TRUSTEE
29 COMMONWEALTH AVE., 6TH FLOOR
BOSTON, MA 02116

35-85 SHARMA, SANJAY 170 GORE ST., #311 CAMBRIDGE, MA 02141

35-85 KILLACKEY, MARIE E. 170 GORE ST., #314 CAMBRIDGE, MA 02141

35-85 RUSSELL, WILLIAM F. 170 GORE ST., #318 CAMBRIDGE, MA 02141

35-85 HEINRICKSEN, RONALD N. & HENRY K. ANDERSON 170 GORE ST., #401 CAMBRIDGE, MA 02141

35-85 HARN, LIN-LIN & JOSEPHINE LEUNG 170 GORE ST., UNIT #404 CAMBRIDGE, MA 02141

35-85 LEUNG, KAI CHI & AMY LEUNG 170 GORE ST., UNIT #407 CAMBRIDGE, MA 02141

35-85 SALAMEH, RULA A. C/O LYZAR LLC 27 STURBRIDGE RD WELLESLEY, MA 02481

35-85 MITCHELL, GRANT M. 170 GORE ST. UNIT#413 CAMBRIDGE, MA 02141

35-85 SUH, DONG HYUN 170 GORE STREET, UNIT 417 CAMBRIDGE, MA 02141 35-85 MOHTARAMI, MITRA & HADI AMIRIEBRAHIMABADI 170 GORE ST., #309 CAMBRIDGE, MA 02141

35-85 FITZPATRICK, ANN E. & DOROTHY A. PIETROPAOLO, TRS 170 GORE ST., #312 CAMBRIDGE, MA 02141

35-85 WANG, SANDRA & JACK OU 170 GORE ST. UNIT#315 CAMBRIDGE, MA 02141

35-85 BRINCOLO, ANTHONY G. 170 GORE ST., #319 CAMBRIDGE, MA 02141

35-85 PATEL, NIMESH & SONAL PATEL 170 GORE ST., #402 CAMBRIDGE, MA 02141

35-85 ABRAHAM, MICHAEL 170 GORE ST., UNIT #405 CAMBRIDGE, MA 02141

35-85 FINMAN, ROSS E. 170 GORE ST., UNIT #408 CAMBRIDGE, MA 02141

35-85 TOMMY Y.W CHEN & SHU-MEI H. CHEN 8125 144TH AVE.SE NEWCASTLE, WA 98059

35-85 KWONG, EDWARD 170 GORE ST., #414 CAMBRIDGE, MA 02141

35-85 ALMEIDA, JOSEPHINE A., KAREN ALMEIDA, JOSEPHINE A. ALMEIDA & MICHAEL ALMEIDA 170 GORE ST., UNIT #418 CAMBRIDGE, MA 02141 35-85
LEBLOIS, CHRISTINE M.,
TR. OF THE ONE HUNDRED SEVENTY GORE
STREET NOMINEE TRUST
745 WOOD DUCK COURT NW
ATLANTA, GA 30327

35-85 MOUGHTY, SARAH 170 GORE ST., UNIT #313 CAMBRIDGE, MA 02141

35-85 COLLINS, RYAN 170 GORE ST. UNIT#317 CAMBRIDGE, MA 02141

35-85 CHIU, HENRY 170 GORE ST., UNIT #320 CAMBRIDGE, MA 02140

35-85 RODGERS, MICHAEL A. & RUTH E. ELIOT TRUSTEES & THEIR SUCCESSORS IN TRUST 170 GORE ST., #403 CAMBRIDGE, MA 02141

35-85 CHEN, HAIJIE 2 EARHART ST. CAMBRIDGE, MA 02141

35-85 TIMKO, BRIAN P. 170 GORE ST., #409 CAMBRIDGE, MA 02141

35-85 ZHANG, YAN & HOWARD HAIQUAN YAO 16 FARROW ST WINCHESTER, MA 01890

35-85 VIRK, IRFAN G. & CITY OF CAMBRIDGE TAX TITLE 170 GORE S., UNIT 415 CAMBRIDGE, MA 02141

35-85 JIANG, BOTAO 812 MEMORIAL DR., #1607 CAMBRIDGE, MA 02141 35-85 WONG, EDWARD CHUCKFEE 170 GORE ST., #420 CAMBRIDGE, MA 02141

WANG, SANDRA J. 170 GORE ST., #501 CAMBRIDGE, MA 02141

35-85

35-85

35-85 ROBERTS, LYNNE CAMILLE 170 GORE ST. UNIT \$502 CAMBRIDGE, MA 02141

35-85 LEVY, BRUCE G. & KAY S. WILD 170 GORE ST., #503

CAMBRIDGE, MA 02141

HUNTER, REBECCA 170 GORE ST., #504 CAMBRIDGE, MA 02141 35-85 WESOLOWSKI, MICHAEL 170 GORE ST. UNIT#505 CAMBRIDGE, MA 02141

35-85 NONNI, ANTONETTE C. & PAUL J. NONNI 170 GORE ST., UNIT #506 CAMBRIDGE, MA 02141

MCLAUGHLIN, CATHERINE A. C/O LAWLOR, CAROL 170 GORE ST #507 CAMBRIDGE, MA 02141 35-85 BERIT, JONATHAN 94 TEMPLE RD WALTHAM, MA 02452

35-85
BLANCO, ANALIA CHANNING REAL ESTATE
ATTN: NATHAN THOMPSON
1776 MASSACHUSETTS AVE., #10
CAMBRIDGE, MA 02140

35-85
AGAFONOVA, IRINA
TRUSTEE OF 170-510 GORE ST REALTY TRUST
50 WATERTOWN ST
WATERTOWN, MA 02472

35-85 STOUDENKOVA, DANIELA Z. 170 GORE ST., #511 CAMBRIDGE, MA 02141

35-85 ZHOU, JIAN 3170 DUBLIN DR. SAN FRANCISCO, CA 94080 35-85 DELMORAL, JUAN P. 170 GORE ST UNIT 513 CAMBRIDGE, MA 02141 35-85 ADUSU, TEYE 170 GORE ST.,UNIT #514 CAMBRIDGE, MA 02141

35-85 WALSH, THOMAS & CAREN WALSH 170 GORE ST., #515 CAMBRIDGE, MA 02141 35-85 CAO, ZHIYI & NING GUO 170 GORE ST., UNIT #517 CAMBRIDGE, MA 02139 35-85 CARLETON, ROBIN K. 18 DIXON AVE. NEWFIELDS, NH 03856

35-85 FRITH, SANDRA M. 170 GORE ST., #519 CAMBRIDGE, MA 02141 35-85 LIAO, RONGLIH, TRUSTEE THE RONGLIH LIAO 2103 TRUST 170 GORE ST.,#520 CAMBRIDGE, MA 02141 35-85 CHANG, AUSTIN & ALBENA KANTARDZHIEVA 170 GORE ST., #614 CAMBRIDGE, MA 02141

35-85 ZHANG, JINYUN 170 GORE ST., UNIT #616 CAMBRIDGE, MA 02141 35-85 WANG, XINGCHEN & MINGU DENG 170 GORE ST., UNIT #618 CAMBRIDGE, MA 02139 35-85 LI, YAN MING 599 CAMBRIDGE ST. UNIT#101 CAMBRIDGE, MA 02141

35-85 BRYANT, COLLEEN 599 CAMBRIDGE ST., #102 CAMBRIDGE, MA 02141 35-85 NOREN, ROSEMARY A., TRUSTEE THE ROSEMARY H. NOREN REVOC TRUST 599 CAMBRIDGE ST., #103C CAMBRIDGE, MA 02141 35-85
MARTEL, JOHN R., IMELDA R. MARTEL &
CITY OF CAMBRIDGE TAX TITLE
599 CAMBRIDGE ST 201C
CAMBRIDGE, MA 02141

35-85
ESSEX STREET MANAGEMENT, INC.
C/O CAMBRIDGE HOUSING AUTHORITY
362 GREEN ST., 3RD FLOOR
CAMBRIDGE, MA 02139

35-85 IORDANOVA, VERA 599 CAMBRIDGE ST #203 CAMBRIDGE, MA 02141 35-85 WATSON, SAMUEL M. 599 CAMBRIDGE ST., #204C CAMBRIDGE, MA 02141 35-85 WU, YI-HSUAN & YI-CHIEH WU 1600 BOINTON SPRINGS RD., #6509

KRAISITHSIRIN, SILAWAN 599 CAMBRIDGE ST., UNIT #301C **AUSTIN, TX** 78704 CAMBRIDGE, MA 02141

35-85

35-85 DUCHARME, BRIAN S. 599 CAMBRIDGE ST., #302 CAMBRIDGE, MA 02141

35-85 GOMEZ-YAFAL, ALICIA 599 CAMBRIDGE ST., UNIT #303 CAMBRIDGE, MA 02141

35-85 SEVUSH, DANIEL 599 CAMBRIDGE ST., UNIT #304C CAMBRIDGE, MA 02139

35-85 WU, XIAO & HONG FANG 599 CAMBRIDGE ST., #305 CAMBRIDGE, MA 02141

35-85 CHEN, DELAI & JING LI 599 CAMBRIDGE ST, UNIT #401 CAMBRIDGE, MA 02141

35-85 **IODITA ATANASSOVA TRUSTEE IODITA** ATANASSOVE REVOCABLE TRUST 599 CAMBRIDGE ST 402C CAMBRIDGE, MA 02141

35-85 WONG, GARY L. 12 WAVERLEY AVE WATERTOWN, MA 02141

35-37 TREEHOUSE REALTY LLC **447 CAMBRIDGE ST** ALLSTON, MA 02134

35-100 CAMBRIDGE HOUSING AUTHORITY C/O MILLERS RIVER HOLDING LLC. **362 GREEN STREET** CAMBRIDGE, MA 02139

CAMELIO, NANCY, A LIFE ESTATE, ANNA LOMBARDI, LIFE ESTATE 48 WARREN ST. CAMBRIDGE, MA 02141

36-148 MELO, MARK P., TRUSTEE THE A&E REATLY TRUST 100 FERNCROFT RD TEWKSBURY, MA 01876

36-149 CARVELLO, JENNIE C., A LIFE ESTATE 44 WARREN STREET CAMBRIDGE, MA 02141

36-150 TRUANT, MARC J. 40-42 WARREN ST CAMBRIDGE, MA 02141

36-151-153 WARREN STREET HOLDINGS LLC MARC J. TRUANT, MANAGER 32 WARREN ST CAMBRIDGE, MA 02141

36-223 **CAMBRIDGE REDEVELOPMENT AUTHORITY** 255 MAIN ST., 4TH FLOOR CAMBRIDGE, MA 02142

36-154-202 20-28 WARREN STREET LLC, 32 WARREN ST CAMBRIDGE, MA 02141

PARISE, PETER J., JR & IDALYN NICOLORO 14-16 WARREN ST CAMBRIDGE, MA 02141

36-159-225 IANELLI, JOSEPH J. & NINA R. IANELLI, TRS. OF JACI REALTY TRUST 80 PARK AVE. CAMBRIDGE, MA 02138

36-267 CAMBRIDGE CITY OF COMM DEV **57 INMAN ST** CAMBRIDGE, MA 02139

36-267 CITY OF CAMBRIDGE C/O LOUIE DEPASQUALE **CITY MANAGER** 

36-267 CITY OF CAMBRIDGE C/O NANCY GLOWA CITY SOLICITOR

36-226 PARISE, PETER, JR. CATHERINE SPINOSA & **IDALYNE NICOLORO** 14 WARREN ST CAMBRIDGE, MA 02141

36-250 PACHECO, FRANCIS J. AND JAMES PACHECO 16 WARREN ST CAMBRIDGE, MA 02141

37-88 RENNA, FLORENCE TRUST OF RENNA REALTY TR 686 CAMBRIDGE ST CAMBRIDGE, MA 02141

37-126 ROMAN CATHOLIC ARCHBISHOP OF BOSTON **CORPORATION SOLE 66 BROOKS DRIVE** BRAINTREE, MA 02184

39-169 CONSOLIDATED RAILROAD PROPERTY TAX DEPT. P.O. BOX 8499 PHILADELPHIA , PA 19101

34-137 GROBMAN, STACEY D. **197 OTIS ST** CAMBRIDGE, MA 02139 34-137 HUA, WEI & LIHUA YU 19 WOOD LANE ACTON, MA 01720

34-137 STECKLER, ANDREW 197 OTIS ST., UNIT #12A CAMBRIDGE, MA 02139

34-137 MCDONALD, ERIC 65 BECKFORD FARM RD HANOVER, MA 02339

34-137 VULLIEZ, JULIE M. 12B MAX AVE. CAMBRIDGE, MA 02139

35-37 HILL, STEPHEN PAUL 24 LAMBERT ST. CAMBRIDGE, MA 02141 34-137 HAYWARD, AMANDA & SIMON GHARIBIAN 197 OTIS ST., #10A CAMBRIDGE, MA 02141

34-137
ESSEX STREET MANAGEMENT, INC.
C/O CAMBRIDGE HOUSING AUTHORITY
362 GREEN ST., 3RD FLOOR
CAMBRIDGE, MA 02139

34-137 RUMRILL, SCOTT E. 10B MAX AVE CAMBRIDGE, MA 02139

34-137 DIONISIO, ALEX 197 OTIS ST. UNIT#14B CAMBRIDGE, MA 02141

35-37 RICKER, JOSEPH A. 633-635 CAMBRIDGE ST - UNIT#4 CAMBRIDGE, MA 02141 34-137 GREGORY, MICHAEL S. 197 OTIS ST. UNIT#11A CAMBRIDGE, MA 02139

34-137 BIELICKI, JEFFREY & MARVIN BIELICKI 197 OTIS ST.,UNIT#197B CAMBRIDGE, MA 02139

34-137 YOON, HYOSUN & YONGCHAN KWON 197 OTIS ST., #11B CAMBRIDGE, MA 02139

35-37 TREEHOUSE REALTY, LLC, 477 CAMBRIDGE ST ALLSTON, MA 02134

35-37 WILLIAMS, DAVID MICHAEL 633 CAMBRIDGE ST #3 CAMBRIDGE, MA 02141