



## **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 multi-phase 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 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 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.
- Bike Parking – Long Term: 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.
- Flood Protection: 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.
- Timeline: 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,

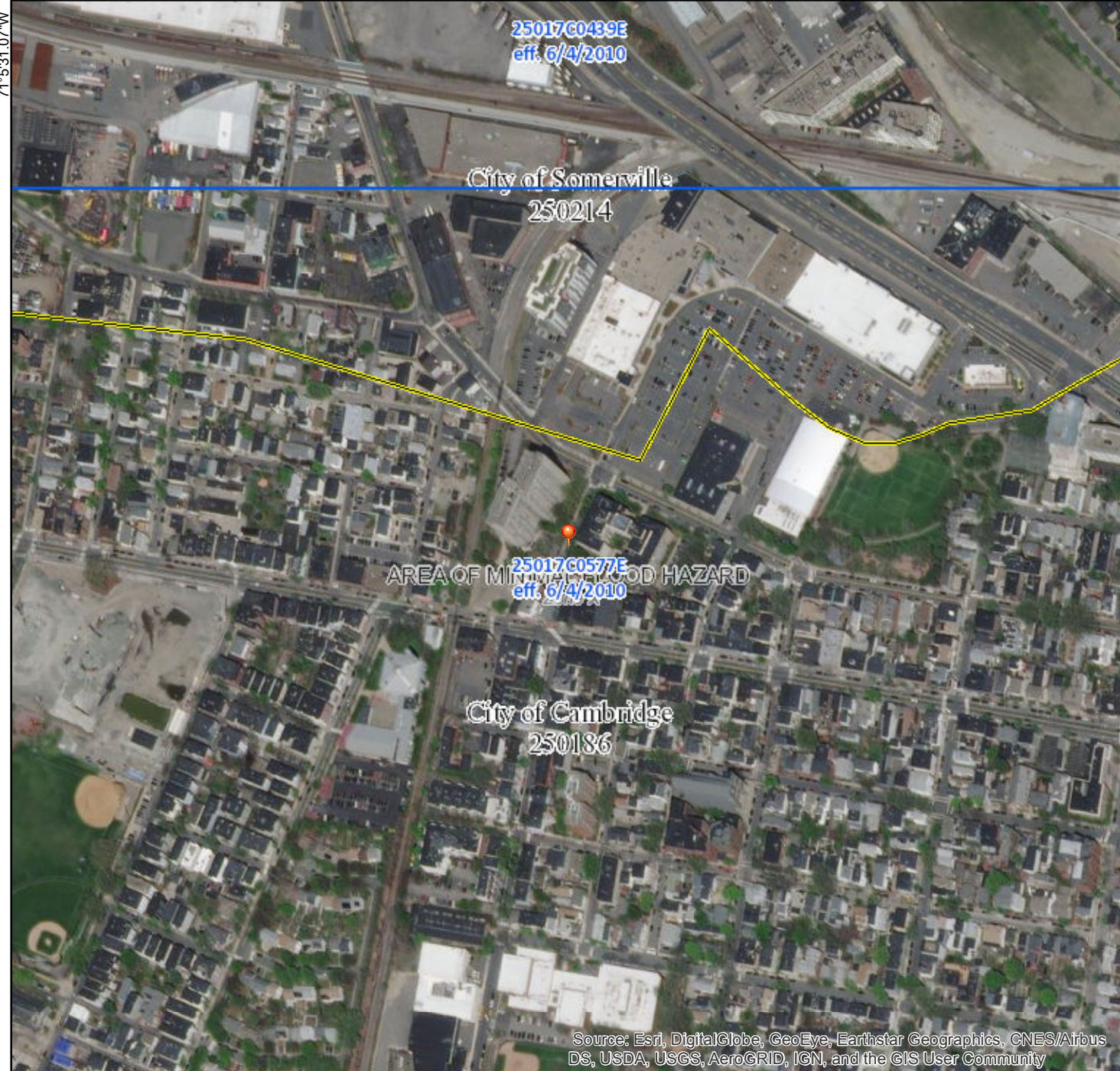
A handwritten signature in black ink, consisting of a horizontal line followed by a loop and a flourish.

Michael J. Johnston  
Executive Director, Cambridge Housing Authority  
Commissioner, Cambridge Affordable Housing Corporation

# National Flood Hazard Layer FIRMette



42°22'34.67"N



## Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth
		Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
MAP PANELS		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



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.

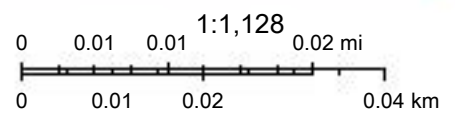
This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory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

# Cambridge FloodViewer Pilot



6/13/2018, 11:39:35 AM

 Cambridge Buildings



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



# 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 \_\_\_\_\_ and other applicable agencies and boards appear at this hearing to make recommendations relative to this application, and/or that written recommendations be submitted to the 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 Affordable Housing Corporation

PETITIONER'S ADDRESS: 362 Green Street, Cambridge, MA, 02139

PETITIONER'S TELEPHONE: 617-520-6251

NAME, ADDRESS, AND PHONE NUMBER OF CONTACT PERSON  
(If different from Petitioner): \_\_\_\_\_

LOCATION OF SITE: 15 Lambert Street, Cambridge, MA, 02139

DESCRIPTION OF PROJECT: \_\_\_\_\_

Millers River Apartments includes a 16 and 19-story pre-cast building and an attached one-story community building that fronts 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:	Applicable Local Board or Authority:
1. <u>Setbacks: 5.31 (Lambert Street Front)</u>	<u>Board of Zoning Appeal</u>
2. <u>Setbacks: 5.31 (RR ROW Side)</u>	<u>Board of Zoning Appeal</u>
3. <u>Setbacks: 5.31 (Gore Street Front)</u>	<u>Board of Zoning Appeal</u>
4. <u>Vehicle parking: 6.36.1.g</u>	<u>Board of Zoning Appeal</u>
5. <u>Bicycle parking: 6.107.2</u>	<u>Board of Zoning Appeal</u>
6. <u>Noise Ordinance: 8.16.060</u>	<u>Board of Zoning Appeal</u>
7. <u>Curb cut at Lambert Street</u>	<u>Board of Zoning Appeal</u>
8. <u>Land Disturbance Regulations: 13.16.4.14</u>	<u>Board of Zoning Appeal</u>
9. <u>Article 22 Sustainable Design and Development</u>	<u>Board of Zoning Appeal</u>
10. <u>Zoning petition received from Douglas Brown et al</u>	<u>Board of Zoning Appeal</u>

1. Please specify whether Petitioner is:

- A public agency
- A non-profit organization
- A limited divided organization

2. Is the proposed project new construction? \_\_\_\_\_ If not, please explain. \_\_\_\_\_

The proposed project is an occupied rehabilitation of the existing Millers River Apartments.  
The project also includes the new construction 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.

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 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. Site Development Plans – 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;
  - c. Drawings – 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. Building Tabulations – 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. Subdivision Plan – where a subdivision of land is involved, a preliminary subdivision plan; (2 copies)
  - f. Utilities Plan – 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. Assessor's Plat – 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

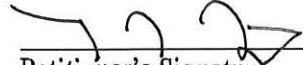
The Petitioner has applied to the Cambridge Zoning Board of Appeals for a comprehensive Permit to create affordable/low income housing at the above referenced property.

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

9/27/2018  
Date

**BZA APPLICATION FORM**

**DIMENSIONAL INFORMATION**

<b>APPLICANT:</b>	<u>Cambridge Affordable Housing Corporation</u>	<b>PRESENT USE/OCCUPANCY:</b>	<u>Residential</u>
<b>LOCATION:</b>	<u>15 Lambert Street</u>	<b>ZONE:</b>	<u>Business A, Residence C-3</u>
<b>PHONE:</b>	<u>(617) 520-6251</u>	<b>REQUESTED USE/OCCUPANCY:</b>	<u>Residential</u>

		<u>EXISTING</u> <u>CONDITIONS</u>	<u>REQUESTED</u> <u>CONDITIONS</u>	<u>ORDINANCE</u> <u>REQUIREMENTS (1)</u>	<u>1971 SPECIAL</u> <u>PERMIT CONDITIONS</u>
<b>TOTAL GROSS FLOOR AREA:</b>		<u>205,251</u>	<u>220,736 (a)</u>	<u>192,881</u>	<u>220,736 (a) max.</u>
<b>LOT AREA: (b)</b>	Business A	<u>10,643</u>	<u>10,643</u>	<u>None</u>	<u>16,549 (min.)</u>
	Residence C-3	<u>60,746</u>	<u>60,746</u>	<u>5,000</u>	<u>54,837 (min.)</u>
	Combined	<u>71,389</u>	<u>71,389</u>	<u>5,000</u>	<u>71,386</u>
<b>RATIO OF GROSS FLOOR AREA TO LOT AREA: (2)</b>	Business A	<u>0.79</u>	<u>1.22</u>	<u>1.00</u>	<u>1.22 (max.)</u>
	Residence C-3	<u>3.24</u>	<u>3.42</u>	<u>3.00</u>	<u>3.42 (max.)</u>
<b>LOT AREA FOR EACH DWELLING UNIT:</b>		<u>239.6</u>	<u>234.8</u>	<u>B-A = 600, C-3 = 300</u>	<u>234.8 (min.)</u>
<b>SIZE OF LOT:</b>	WIDTH	<u>175' 0" ±</u>	<u>175' 0" ±</u>	<u>50' 0"</u>	<u>175' 0" ± (min.)</u>
	DEPTH	<u>400' 0" ±</u>	<u>400' 0" ±</u>	<u>None</u>	<u>400' 0" ± (min.)</u>
<b>Setbacks in Feet: (c)</b>	Lambert C-3 FRONT	<u>49' 2" ±</u>	<u>48' 10" ± (d)</u>	<u>72' 5" ±</u>	<u>N.A. (min.)</u>
	R.R. R.O.W. C-3 SIDE	<u>0' 0" ±</u>	<u>0' 0" ±</u>	<u>80' 11" ±</u>	<u>N.A. (min.)</u>
	Cambridge C-3 FRONT	<u>134' 3" ±</u>	<u>59' 10" ± (d)</u>	<u>59' 10" ±</u>	<u>N.A. (min.)</u>
	Gore C-3 FRONT	<u>43' 10" ±</u>	<u>42' 8" ± (d)</u>	<u>60' 11" ±</u>	<u>N.A. (min.)</u>
<b>SIZE OF BLDG.: (e)</b>	HEIGHT	<u>161' 0"</u>	<u>161' 0"</u>	<u>120' 0"</u>	<u>161' 0" (max.)</u>
	LENGTH	<u>394' 6"</u>	<u>394' 10" (d)</u>	<u>None</u>	<u>210' 7"</u>
	WIDTH	<u>127' 3"</u>	<u>163' 10" (d)</u>	<u>None</u>	<u>88' 6"</u>
<b>RATIO OF USABLE OPEN SPACE TO LOT AREA: (3)</b>		<u>30% ±</u>	<u>10.0% ±</u>	<u>10.0% ±</u>	<u>30% ± (min.)</u>
<b>NO. OF DWELLING UNITS:</b>		<u>298</u>	<u>304</u>	<u>221</u>	<u>304 (max.)</u>
<b>NO. OF PARKING SPACES:</b>		<u>73</u>	<u>70</u>	<u>300</u>	<u>76 (min./max.)</u>
<b>NO. OF LOADING AREAS:</b>		<u>0</u>	<u>0</u>	<u>Not Required</u>	<u>Not Required (min.)</u>
<b>DISTANCE TO NEAREST BLDG. ON SAME LOT:</b>		<u>N.A.</u>	<u>N.A.</u>	<u>10' 0"</u>	<u>10' 0" (min.)</u>

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.

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

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

(3.) 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. In addition, in the tower, areas that were used for chases or for the grounds equipment room were also deducted. The 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-3. So the total allowable floor area as per the 1971 Special Permit was  $1.22 * 16,549 \text{ ft}^2 + 3.42 * 54,837 \text{ ft}^2 = 207,732 \text{ ft}^2$ . Note that the current 2018 survey indicates the lot has 10,643  $\text{ft}^2$  in Business A, and 60,746  $\text{ft}^2$  in Residence C-3. Applying the 1971 FAR ratios to the actual lot areas results in  $1.22 * 10,643 \text{ ft}^2 + 3.42 * 60,746 \text{ ft}^2 = 220,736 \text{ ft}^2$ .
- (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.

**BZA APPLICATION FORM**

DIMENSIONAL INFORMATION

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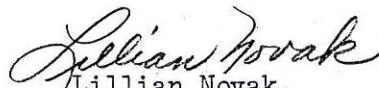
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CITY OF CAMBRIDGE  
BOARD OF ZONING APPEAL

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.

  
Lillian Novak,  
Secretary.

Case No. 4192-Z.

DIMENSIONAL FORM - APPLICATION TO BOARD OF ZONING APPEAL:

LOCATION: 663-669 Cambridge St., 1-19 Lambert St., 168-186 Gore St. ZONE: Bus. A & C-3  
 c/o Inst. Real Est. Office, W-31  
 OWNER: Massachusetts Institute of Technology ADDRESS OF OWNER: 120 Mass. Avenue, Cambridge  
 REQUESTED USE/OCCUPANCY: Residential, Retail Business and Consumer Service  
 PRESENT USE/OCCUPANCY: Retail Business and Consumer Service

<u>Existing Conditions:</u>	<u>Requested Conditions</u>	<u>REQUIRED CONDITIONS:</u> (to be filled in by the Supt. of Buildings)	
AREA OF LOT: <u>excluding 510 sq.ft. in Somerville</u>	<u>71,386 sq.ft.(1)</u>	<u>5000 sq.ft.</u>	
RATIO OF TOTAL FLOOR AREA TO LOT AREA: _____	<u>2.91</u> Bus. A - 1.22 C-3 - 3.42(2)	Bus. A - 1.0 or 1.75 C-3 - 3.0 *	
MINIMUM LOT AREA FOR EACH DWELLING UNIT: _____	<u>234.8 sq. ft.</u>	Bus. A - 600 sq.ft. * C-3 - 300 sq.ft.	
SIZE OF LOT: Width: _____	<u>175' ±</u>	<u>50'</u>	
Length: _____	<u>400' ±</u>	<u>none</u>	
YARDS: (set-back): Proposed Bldg.	Front: <u>Lambert Street</u>	<u>72'1"</u>	<u>72'1" (3)</u>
	<del>Front</del> Front: <u>Gore Street</u>	<u>80' ±</u>	<u>43' ±</u>
	<del>West Side</del> Front: <u>Cambridge St.</u>	<u>225' ±</u>	<u>45' ±</u>
	<del>East Side</del> Side: <u>West: R.R. R.O.W.</u>	<u>95' ±</u>	<u>60' ±</u>
Proposed SIZE OF BLDG: Height: _____	<u>136' and 161'</u>	<u>none</u>	
Length: _____	<u>210'7"</u>	<u>none</u>	
Width: _____	<u>88'6"</u>	<u>none</u>	
NUMBER OF DWELLING UNITS: _____	<u>304</u>	<u>210</u> *	
NUMBER OF PARKING SPACES: _____	<u>76</u>	<u>304 (4)</u> *	
NUMBER OF LOADING AREAS: _____	<u>0</u>	<u>0 (4)</u>	
SIZE OF BLDGS. ADJACENT ON SAME LOT: _____	<u>100' x 107' x 30'</u>	<u>N/A</u>	
DISTANCE TO NEAREST BLDG: _____	<u>26'6"</u>	<u>10'</u>	
OTHER OCCUPANCIES ON SAME LOT: _____	<u>Retail Business and Consumer Service</u>	<u>Permitted</u>	
RATIO OF USABLE OPEN SPACE TO LOT AREA: _____	<u>30% ± (C-3 district)</u>	<u>10%</u>	
TYPE OF CONSTRUCTION: _____	<u>1</u>		
NUMBER OF STORIES: <u>(proposed building)</u>	<u>16 and 19</u>	<u>none</u>	

SUBMIT: Plot Plan July 30, 1971

See attached Notes (1) - (4)

Parking Plan July 30, 1971

(over)

Building Plans June 24, 1971

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

- (3) See Setback calculations

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

SK-6

LAMBERT STREET  
SETBACK CALCULATIONS

22 JULY 1971

PLANE	AREA		DISTANCE*		TOTAL
A	914	X	75.33	□	68,852
B'	631	X	55.75	□	35,178
B <sup>2</sup>	853	X	52.17	□	44,501
B <sup>3</sup>	611	X	48.92	□	29,890
B <sup>4</sup>	873	X	45.33	□	39,573
C'	3727	X	45.75	=	170,510
C <sup>2</sup>	5181	X	42.17	=	218,483
D'	3269	X	13.92	□	45,504
D <sup>2</sup>	4460	X	10.33	=	46,072
D <sup>3</sup>	1146	X	7.25	=	8,309
D <sup>4</sup>	1671	X	3.67	=	6,133
E'	1472	X	3.75	=	5,520
E <sup>2</sup>	2148	X	.17	=	365
F	4589	X	2.0	=	9,178
	<u>31,545</u>				<u>728,068</u>

\* FROM BASE LINE PARALLEL TO CL OF STREET

© SK-6 LAMBERT STREET  
SETBACK CALCULATIONS

22 JULY 1971

$$\text{Average Height} \quad \frac{31,545}{210.58} = 149.8$$

$$\frac{H+L}{5} = \frac{149.8 + 210.58}{5} = \frac{360.38}{5} = 72.076$$

$$31,545 \times 72.076 = 2,273,637$$

X = DISTANCE FROM BASE LINE TO  $\frac{1}{2}$  OF STREET

$$31,545 \times X + 728,068 = 2,273,637$$

$$X = \frac{2,273,637 - 728,068}{31,545} = \frac{1,545,569}{31,545}$$

$$= \frac{49.0}{1}$$

# BUILDING TABULATIONS

**PROPOSED UNIT COUNT**  
**MILLERS RIVER APARTMENTS**  
*300 Elderly and Disabled Residential Units*

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

<b>Existing</b>	
Studio	219
One Bedroom	76
Two Bedroom	1
Studio - Barrier Free	0
One Bedroom - Barrier Free	2
Two Bedroom - Barrier Free	0
<b>Total Units</b>	<b>298</b>

<b>Proposed</b>	
Studio	0
One Bedroom	283
Two Bedroom	2
One Bedroom - Barrier Free	14
Two Bedroom - Barrier Free	1
<b>Total Units</b>	<b>300</b>

**PROPOSED CAR AND BICYCLE PARKING COUNTS  
MILLERS RIVER APARTMENTS**

**300 Elderly and Disabled Residential Units**

Prepared by

**Dietz & Company Architects, Inc.**

6/11/2018

<b>Existing Car Parking Summary</b>	
Handicap Parking Spaces	7
Parking Spaces (Including Visitor)	66
Total Parking	73
Current Unit Space Ratio (Motor Vehicle)	0.24

<b>Proposed Car Parking Summary</b>	
Handicap Parking Spaces	4
Van Accessible Handicap Parking Spaces	1
Handicap Visitor Parking Spaces	1
Resident Parking (8.5 feet x 18 feet)	29
Resident Parking (7.5 feet x 16 feet)	28
Visitor Parking	7
Total Parking	70
Proposed Unit Space Ratio (Motor Vehicle)	0.23

<b>Existing Bicycle Parking Summary</b>	
Total Bicycle Parking Unsheltered	12
Current Unit Space Ratio (Bicycle)	0.04

<b>Proposed Bicycle Parking Summary</b>	
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 - Short Term/Unsheltered)	0.05
Proposed Unit Space Ratio (Bicycle - Long Term/Sheltered)	0.11

**SITE AND LANDSCAPE TABULATIONS  
MILLERS RIVER APARTMENTS**

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

<b>MILLERS RIVER SITE AREA SQUARE FOOTAGES</b>					
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%
Paving Impervious			27,552	sf	38%
Paving Pervious			3,290	sf	5%
<b>Roof Terrace on New Community Center:</b>					
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	
<b>Open Space:</b>					
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)			12,479		17%
					100%



# BUILDING TABULATIONS

**PROPOSED UNIT COUNT**  
**MILLERS RIVER APARTMENTS**  
*300 Elderly and Disabled Residential Units*

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					100%

*[Handwritten mark]*



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 **THIRTY-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 Exhibit 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.

Property Address: 15 Lambert Street, Cambridge, Massachusetts

Please Return To: Scali  
First American Title Insurance Company  
National Commercial Services  
100 Boylston Street, Suite 2820  
Boston, MA 02199 791751

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.

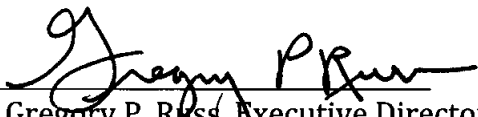
This conveyance does not represent the sale of all or substantially all of the Massachusetts assets of the Grantor.

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

*[signature page follows]*

Witness my hand and seal this 1st day of June, 2016.

CAMBRIDGE HOUSING AUTHORITY

By:   
Gregory P. Russ, Executive Director

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 26 day of May, 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.

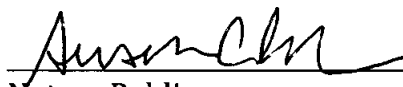
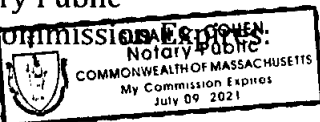
  
Notary Public  
My Commission Expires  
  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
JULY 09 2021

EXHIBIT ALegal 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.*

I/We Millers River Holding LLC  
(OWNER)

Address: 362 Green Street, Cambridge, MA, 02139

State that I/We own the property located at 15 Lambert 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 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.*

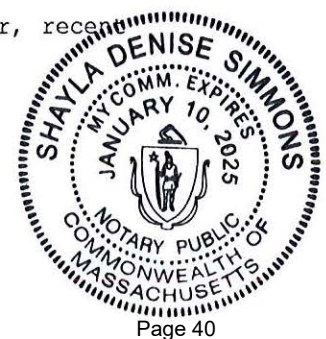
-----  
Commonwealth of Massachusetts, County of Middlesex

The above-name \_\_\_\_\_ personally appeared before me, this 25 of June, 2018, and made oath that the above statement is true.

Shayla Denise Simmons Notary

My commission expires January 10, 2025 (Notary Seal).

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





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

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(OWNER)

Address: 362 Green Street, Cambridge, MA, 02139

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Book \_\_\_\_\_ Page \_\_\_\_\_.

[Signature]  
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 Middlesex

The above-name \_\_\_\_\_ personally appeared before me, this 25 of June, 2018, and made oath that the above statement is true.

[Signature] Notary

My commission expires January 10, 2025 (Notary Seal).

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





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

Tel: 617.854.1000  
Fax: 617.854.1091 | [www.masshousing.com](http://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

13A

RECORDING REQUESTED BY:

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



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: SSCALI  
First American Title Insurance Company  
National Commercial Services  
800 Boylston Street, Suite 2820  
Boston, MA 02199 791751

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. Notices of Violation.** 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

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.

**D. Recapture of Disposition Proceeds.** In the event that any of the Disposition 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. Rights of Equity Investors.** 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 covenants 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.

**6. Notices.** All notices 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, 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.]



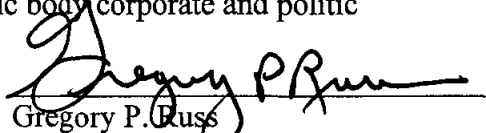
IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the first date herein above written.

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:

  
Gregory P. Russ

Its:

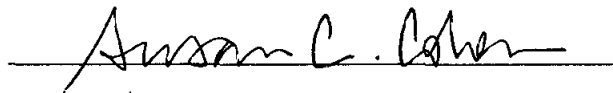
Executive Director

**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF MIDDLESEX**

On May 26, 2016, before me, Susan C. Cohen, 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.

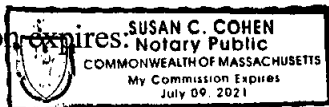
WITNESS my hand and official seal.



Notary Public

Print Name: Susan C. Cohen

My commission expires:

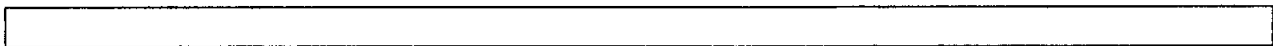


OWNER:

MILLERS RIVER HOLDING, LLC  
a Massachusetts limited liability company

By: Margaret Donnelly Moran  
Margaret Donnelly Moran

Its: Authorized Signatory



**COMMONWEALTH OF MASSACHUSETTS**

**COUNTY OF MIDDLESEX)**

On May 26, 2016, before me, Susan C. Cohen, 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.

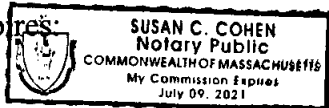
WITNESS my hand and official seal.

Susan C. Cohen

Notary Public

Print Name: Susan C. Cohen

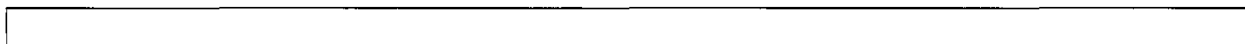
My commission expires:



HUD:

U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT

By: Marilyn B. O'Sullivan  
Marilyn B. O'Sullivan  
Its: Director and Authorized Agent  
Boston Office of Public Housing



**COMMONWEALTH OF MASSACHUSETTS**

**SUFFOLK COUNTY**

On 5/25, 2016, before me, Paul Connolly, Notary Public, personally appeared Marilyn B. O'Sullivan, 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 she executed the same in her authorized capacity, and that by her 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.

Paul Connolly  
Notary Public  
Print Name: Paul Connolly  
My commission expires: 11/27/2020

**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.**

**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

**EXHIBIT B**  
**HUD DISPOSITION APPROVAL**

[See Attached]

## 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

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. Implementation of the Use Requirement.** 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. Applicability of the Use Requirement. The following shall not constitute a breach of the Use Requirement:

(1) Vacant Units. 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.

(2) Casualties. If one or more of the units to which Disposition 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. Violation of the Use Requirement. 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) Notices of Violation. 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.

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21. **Recordation of Agreement.** HUD and PHA agree not to record this Agreement or any memorandum of it.

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Exhibit B – Approval Letter

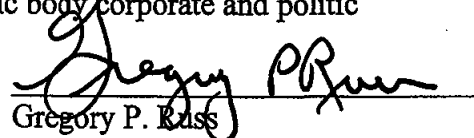
IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused their names to be subscribed hereto, on the date first herein above written.

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. Russ

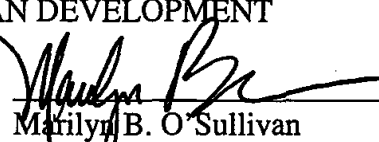
Its:

Executive Director

**HUD:**

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

By:

  
Marilyn 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.**

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**DISPOSITION PROPERTY**

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**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:

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**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

**EXHIBIT B**  
**APPROVAL LETTER**

[See Attached]





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 28 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 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						2,435
Building Address Per PIC: 15 Lambert Street						

\*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 its 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.		
Sale Price	Currently estimated at \$22,834,300 for the improvements to be updated by appraisal prior to disposition		

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.

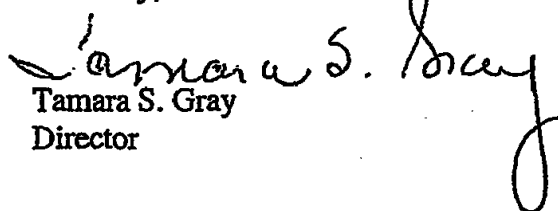
The CHA must enter the "actual" date of disposition directly into the Inventory Removals sub-module in IMS-PIC, for the Boston HUB approval so that the status of the units and acres of land in PIC is changed to "removed from inventory."

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			
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%	



OFFICE OF PUBLIC AND INDIAN HOUSING

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:

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 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			
Purpose	Renovation and preservation of low-income housing using project based vouchers, low-income housing tax credits and debt 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

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 80% of Area Median Income			Market Rate
	ACC	Non-ACC	PBV	
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			
Terms	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

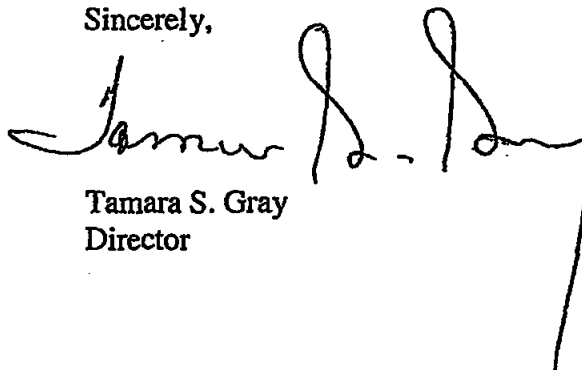
	Milestone	Number of Days after Approval
A	Begin relocation of residents	380
B	Complete relocation of residents	470
C	Execution of contract for removal (e.g. sales contract)	470
D	Actual Removal Action (e.g. sale closing)	470

### 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](mailto: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.

Invoice Date	Invoice Number	Description	Amount
6/10/2018	061018	FILING FEE FRO COMP PERMIT APPLICATION-MILLERS	\$100.00

<b>Payee</b>	City Of Cambridge	<b>Total Amount</b>	\$100.00
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**MILLERS RIVER HOLDING LLC**

DEVELOPMENT ACCOUNT  
362 GREEN STREET  
CAMBRIDGE, MA 02139

**BANK OF AMERICA**

5-13-110

000001042

**DATE**

06/11/2018

**AMOUNT**

\$100.00

**PAY** One Hundred and 00/100

**TO THE ORDER OF** City Of Cambridge  
Cambridge, MA 02139

TWO SIGNATURES REQUIRED FOR OVER \$49,999.99  
VOID AFTER 180 DAYS



⑈001042⑈ ⑆011000138⑆ 4640485586⑈

## **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.

**Walk Score 93**  
Walker's Paradise  
Daily errands do not require a car.

**Transit Score 79**  
Excellent Transit  
Transit is convenient for most trips.

**Bike Score 86**  
Very Bikeable  
Flat as a pancake, some bike lanes.

[About your score](#)  
[Add scores to your site](#)

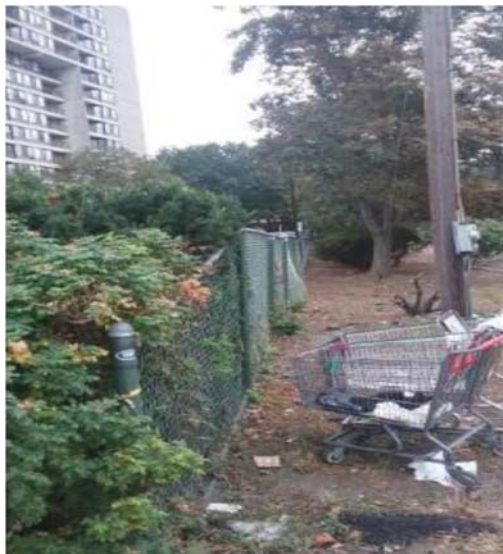


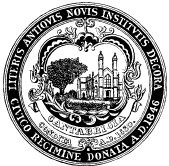
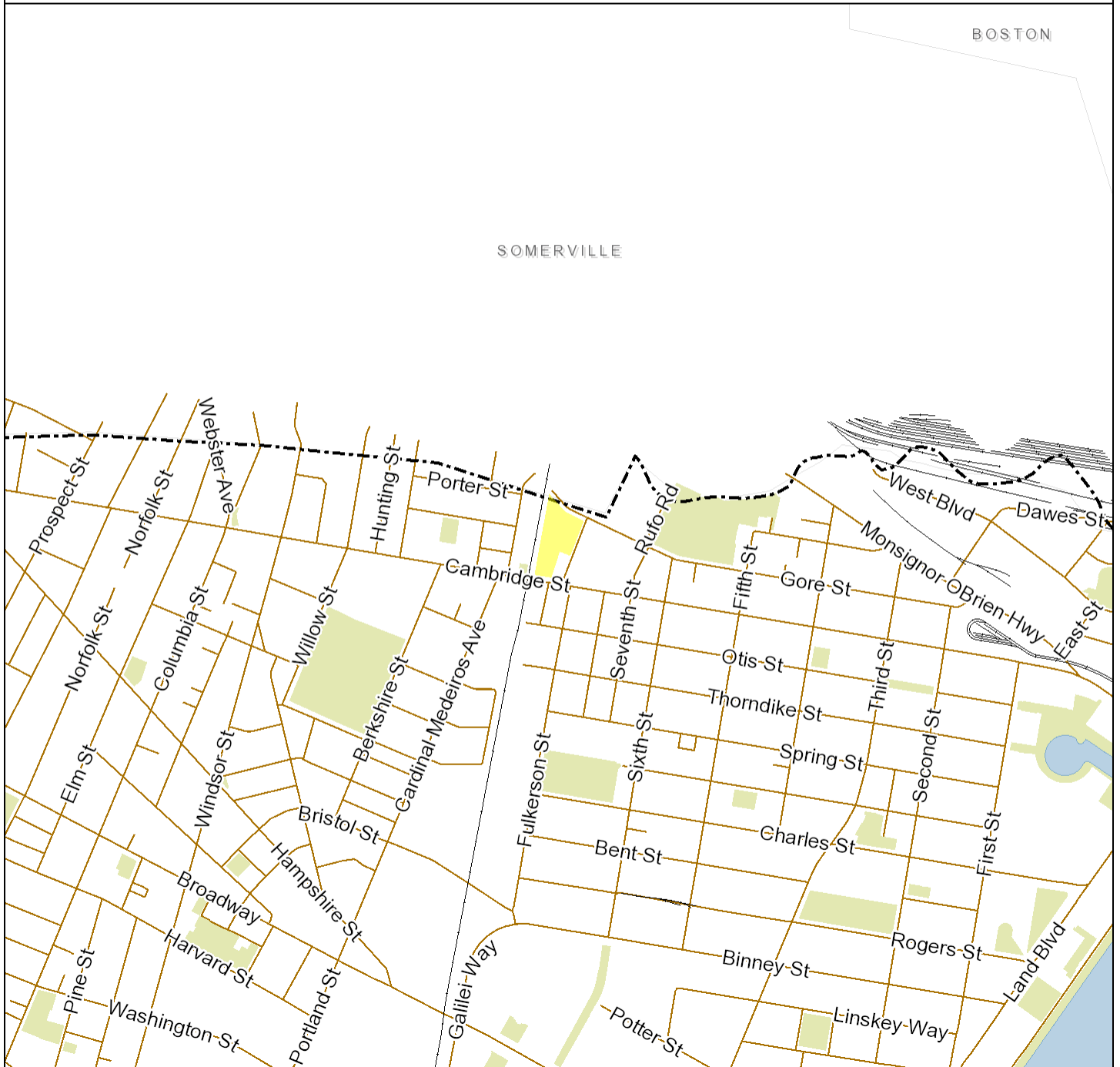
From the North, the site primarily serves as an access into the parking lot for the building. Pedestrian access from Medford/Gore Street into the site can be challenging since there is no direct pedestrian sidewalk to the entry. As a result, people walk through the parking lot. The pedestrian paths that 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.





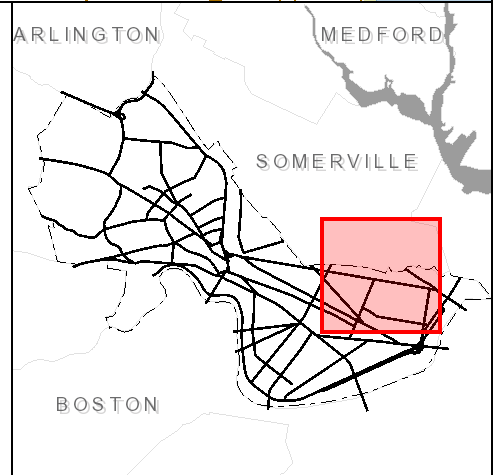
City of Cambridge  
Massachusetts

1" = 886 ft

All data is provided for graphic representation only. The City of Cambridge expressly disclaims all warranties of any type, expressed or implied, including, but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose.

[www.cambridgema.gov/gis](http://www.cambridgema.gov/gis)

- Rail
- Road Centerline Cityscale
- Paved Surfaces
  - Paved Roads
  - Bridges
  - Unpaved Roads
  - Unpaved Parking
  - Sidewalks
  - Driveways
  - Alleys
  - Other Paved Surface
  - Public Footpath

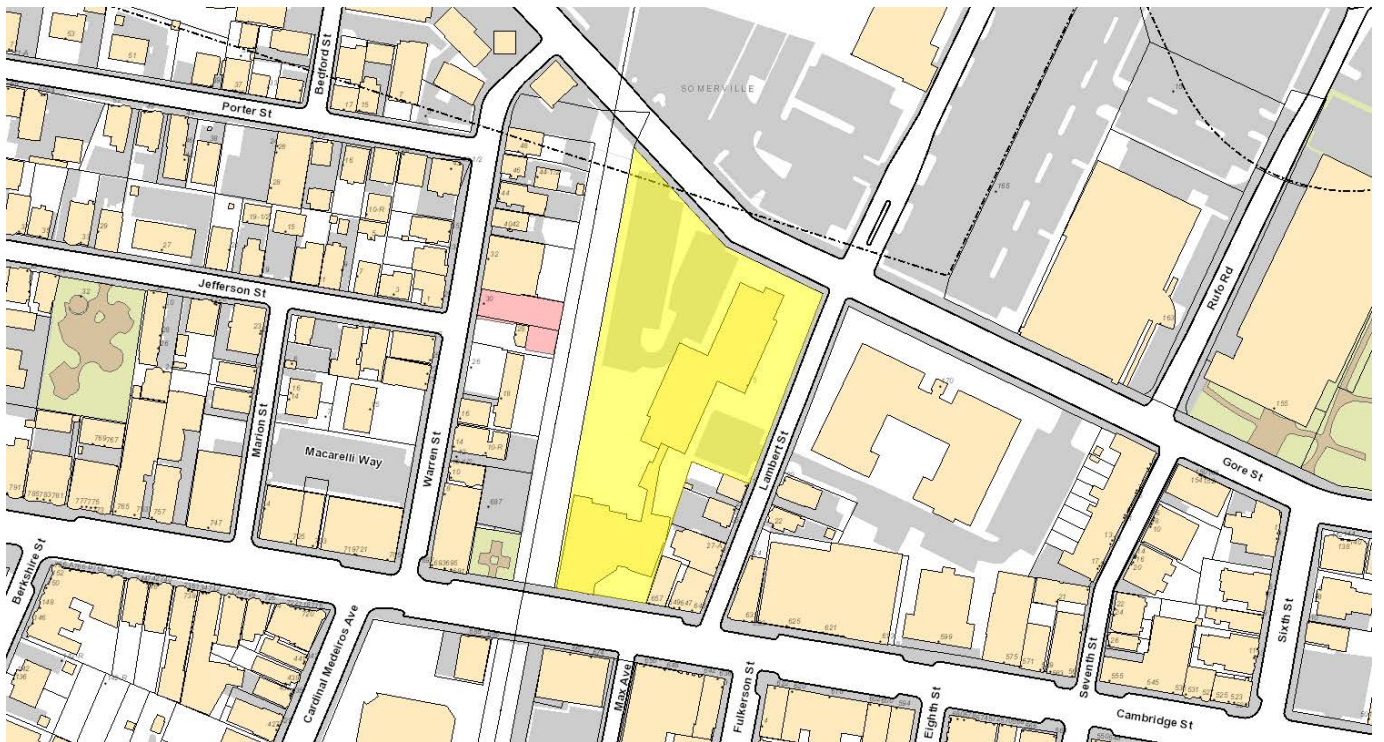


**Property ID 35-100**

**PID** 2048  
**Address** 3 LAMBERT ST  
**Land Use** SCIENTIFIC  
**Land Area** 1.65 acres / 71795 sq ft  
**Living Area** 173634 sq ft  
[Property Card](#)  
[Recent Comparable Sales](#)  
[Parcel Block Map \(PDF\)](#)

**Owner Information**

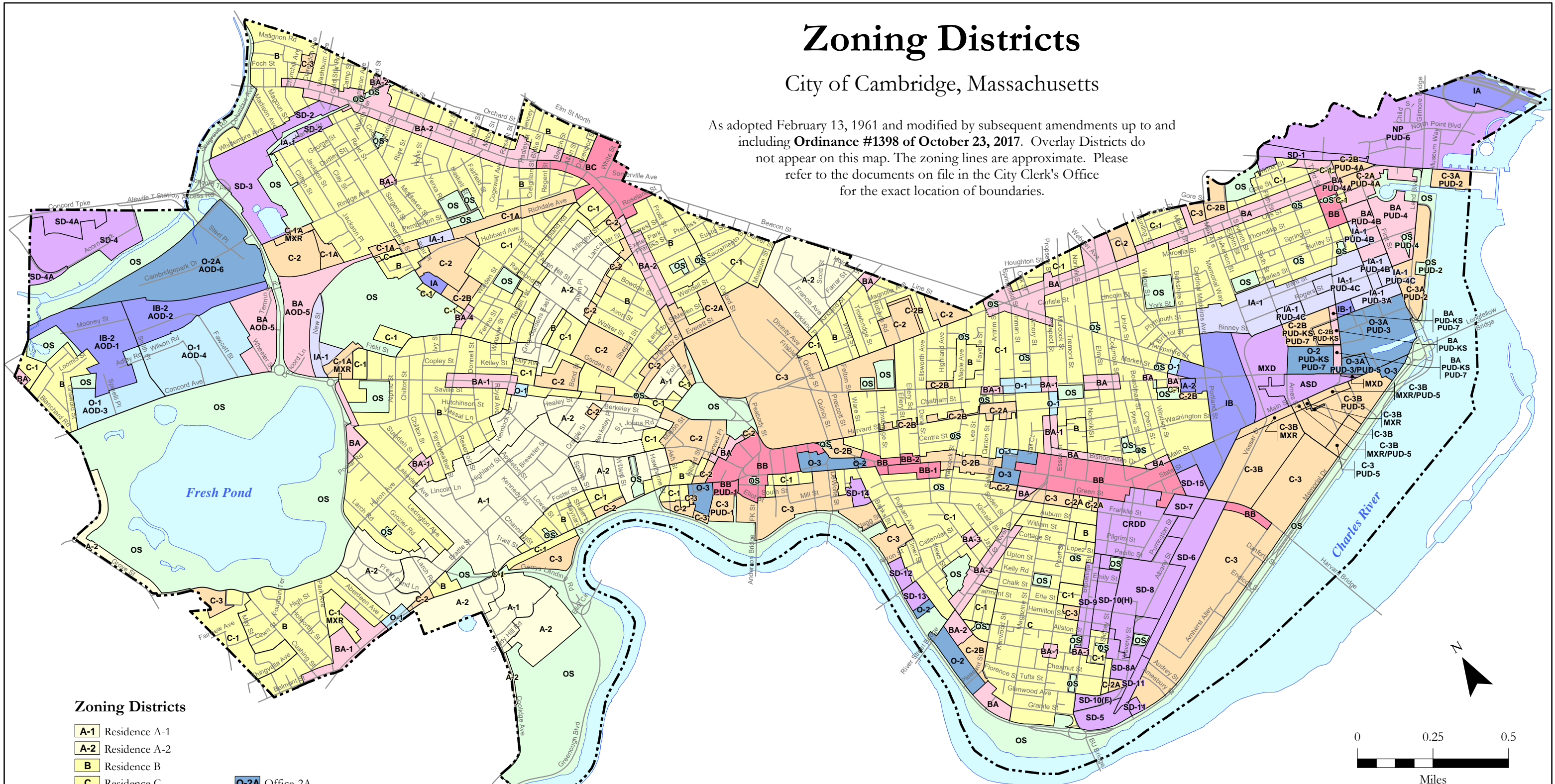
**Name** CAMBRIDGE HOUSING AUTHORITY  
**Address** 362 GREEN STREET  
**City** CAMBRIDGE  
**State** MA  
**Zip Code** 02139



# Zoning Districts

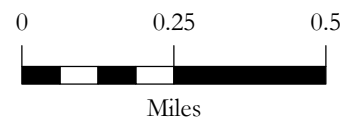
City of Cambridge, Massachusetts

As adopted February 13, 1961 and modified by subsequent amendments up to and including **Ordinance #1398 of October 23, 2017**. Overlay Districts do not appear on this map. The zoning lines are approximate. Please refer to the documents on file in the City Clerk's Office for the exact location of boundaries.



## Zoning Districts

<b>A-1</b> Residence A-1	<b>O-2A</b> Office-2A	<b>BC</b> Business C	<b>MXD</b> Mixed Use Development	<b>SD-2</b> Special District-2	<b>SD-9</b> Special District-9
<b>A-2</b> Residence A-2	<b>O-3</b> Office-3	<b>BC-1</b> Business C-1	<b>ASD</b> Ames Street District	<b>SD-3</b> Special District-3	<b>SD-10(F)</b> Special District-10(F)
<b>B</b> Residence B	<b>O-3A</b> Office-3A	<b>IA-1</b> Industry A-1	<b>AOD</b> Alewife Overlay District	<b>SD-4</b> Special District-4	<b>SD-10(H)</b> Special District-10(H)
<b>C</b> Residence C	<b>BA</b> Business A	<b>IA-2</b> Industry A-2	<b>PUD</b> Planned Unit Development Overlay	<b>SD-4A</b> Special District-4A	<b>SD-11</b> Special District-11
<b>C-1</b> Residence C-1	<b>BA-1</b> Business A-1	<b>IB-1</b> Industry B-1	<b>MXR</b> Mixed Use Residential Overlay	<b>SD-5</b> Special District-5	<b>SD-12</b> Special District-12
<b>C-1A</b> Residence C-1A	<b>BA-2</b> Business A-2	<b>IB-2</b> Industry B-2	<b>NP</b> North Point District	<b>SD-6</b> Special District-6	<b>SD-13</b> Special District-13
<b>C-2</b> Residence C-2	<b>BA-3</b> Business A-3	<b>IB</b> Industry B	<b>CRDD</b> Cambridgeport Revitalization Development District	<b>SD-7</b> Special District-7	<b>SD-14</b> Special District-14
<b>C-2A</b> Residence C-2A	<b>BA-4</b> Business A-4	<b>IC</b> Industry C	<b>SD-1</b> Special District-1	<b>SD-8</b> Special District-8	<b>SD-15</b> Special District-15
<b>C-2B</b> Residence C-2B	<b>BB</b> Business B			<b>SD-8A</b> Special District-8A	
<b>C-3</b> Residence C-3	<b>BB-1</b> Business-1				
<b>C-3A</b> Residence C-3A	<b>BB-2</b> Business 2				
<b>C-3B</b> Residence C-3B					
<b>O-1</b> Office-1					
<b>O-2</b> Office-2					
					<b>OS</b> Open Space



This map was prepared by the Community Development Department on December 7, 2017 and reflects the latest changes to zoning boundaries.

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%	
B	0.50	2,500	15	7.5 sum to 20	25	35	40%	single- and two-family detached dwellings townhouse dwellings (by special permit)
C	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%	single- and two-family detached dwellings townhouse dwellings multifamily dwellings (apartments, condos) some institutional uses
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%	
C-2B	1.75	600	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	45	15%	
C-3	3.00	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	120	10%	
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%	
O-1	0.75	1,200	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	35	15%	most types of residential dwellings most institutional uses offices and laboratories
O-2	1.50/2.00	600	(H+L) ÷ 4 at least 10	(H+L) ÷ 5	(H+L) ÷ 4 at least 20	70/85	15%	
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%	
O-3	2.00/3.00	300	(H+L) ÷ 5 at least 5	(H+L) ÷ 6	(H+L) ÷ 5 at least 20	90/120	10%	
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%	
BA	1.00/1.75	600	no min	no min	(H+L) ÷ 5 at least 20	35/45	no min	most types of residential dwellings most institutional uses offices and laboratories most retail uses
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	
BB	2.75/3.00	300	no min	no min	no min	80	no min	
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%	
BC	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	most types of residential dwellings most institutional uses offices and laboratories some retail uses most light industrial uses some heavy industrial uses
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	
IB-1	1.50/3.00	no min	no min	no min	no min	60/70	no min	
IB-2	0.75	1,200	15	no min	no min	35	15%	
IB	2.75/4.00	no min	no min	no min	no min	120	no min	
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.

Special District	Brief Description and Overview of District Regulations (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.

**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](http://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 Articles 12 and 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 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, incentives 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'.

**Alewife Overlay Districts (AOD-1,2,3,4,5,6)**

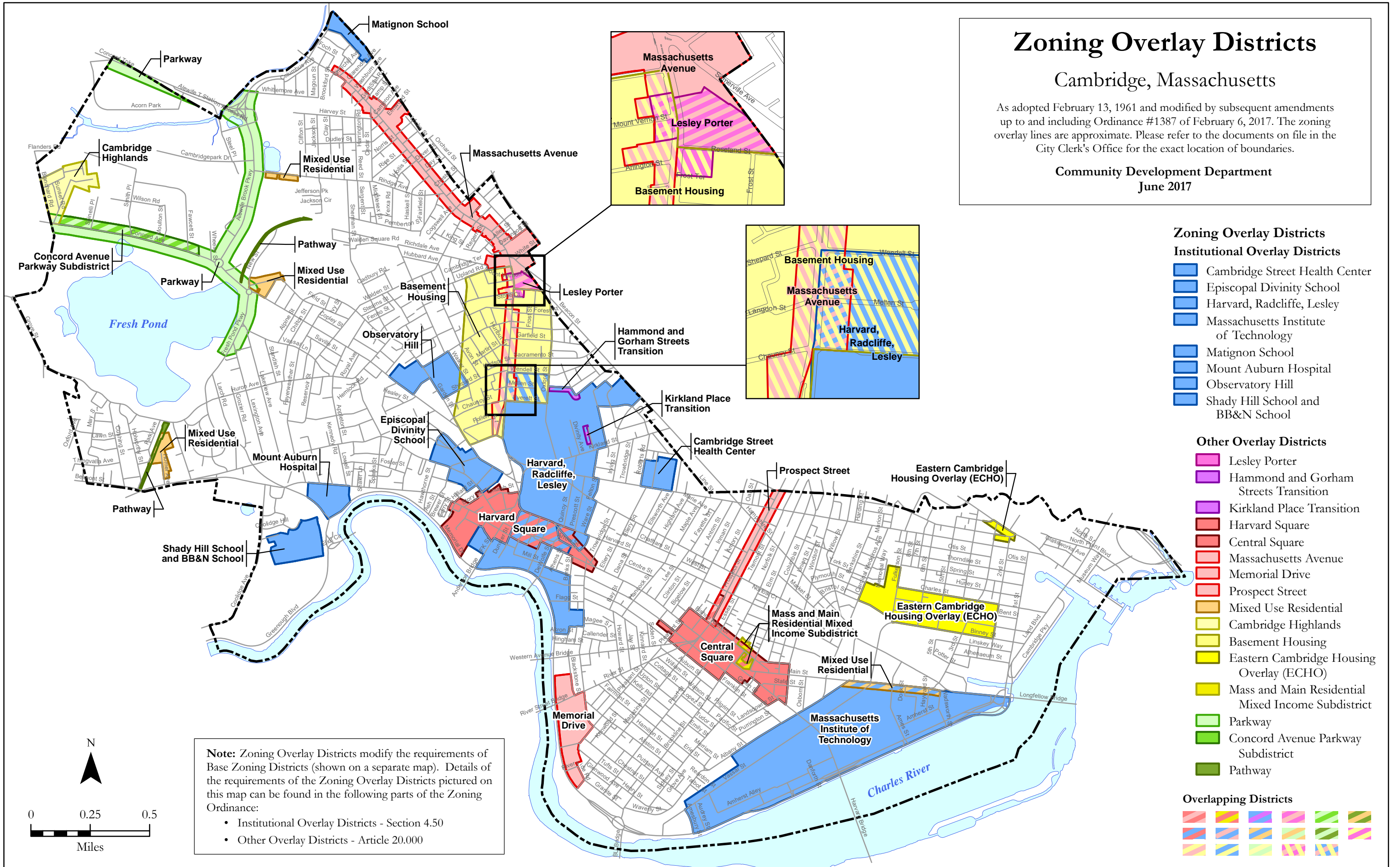
These overlays modify the dimensional provisions of the base districts, generally allowing greater height and FAR by special permit from the Planning Board, but also imposing additional requirements for open space, permeability, setbacks, etc. For details see Section 20.90 of the Zoning Ordinance.

# Zoning Overlay Districts

## Cambridge, Massachusetts

As adopted February 13, 1961 and modified by subsequent amendments up to and including Ordinance #1387 of February 6, 2017. The zoning overlay lines are approximate. Please refer to the documents on file in the City Clerk's Office for the exact location of boundaries.

Community Development Department  
June 2017



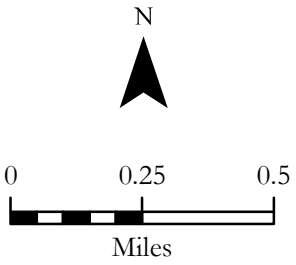
- Zoning Overlay Districts**
- Institutional Overlay Districts**
- Cambridge Street Health Center
  - Episcopal Divinity School
  - Harvard, Radcliffe, Lesley
  - Massachusetts Institute of Technology
  - Maignon School
  - Mount Auburn Hospital
  - Observatory Hill
  - Shady Hill School and BB&N School

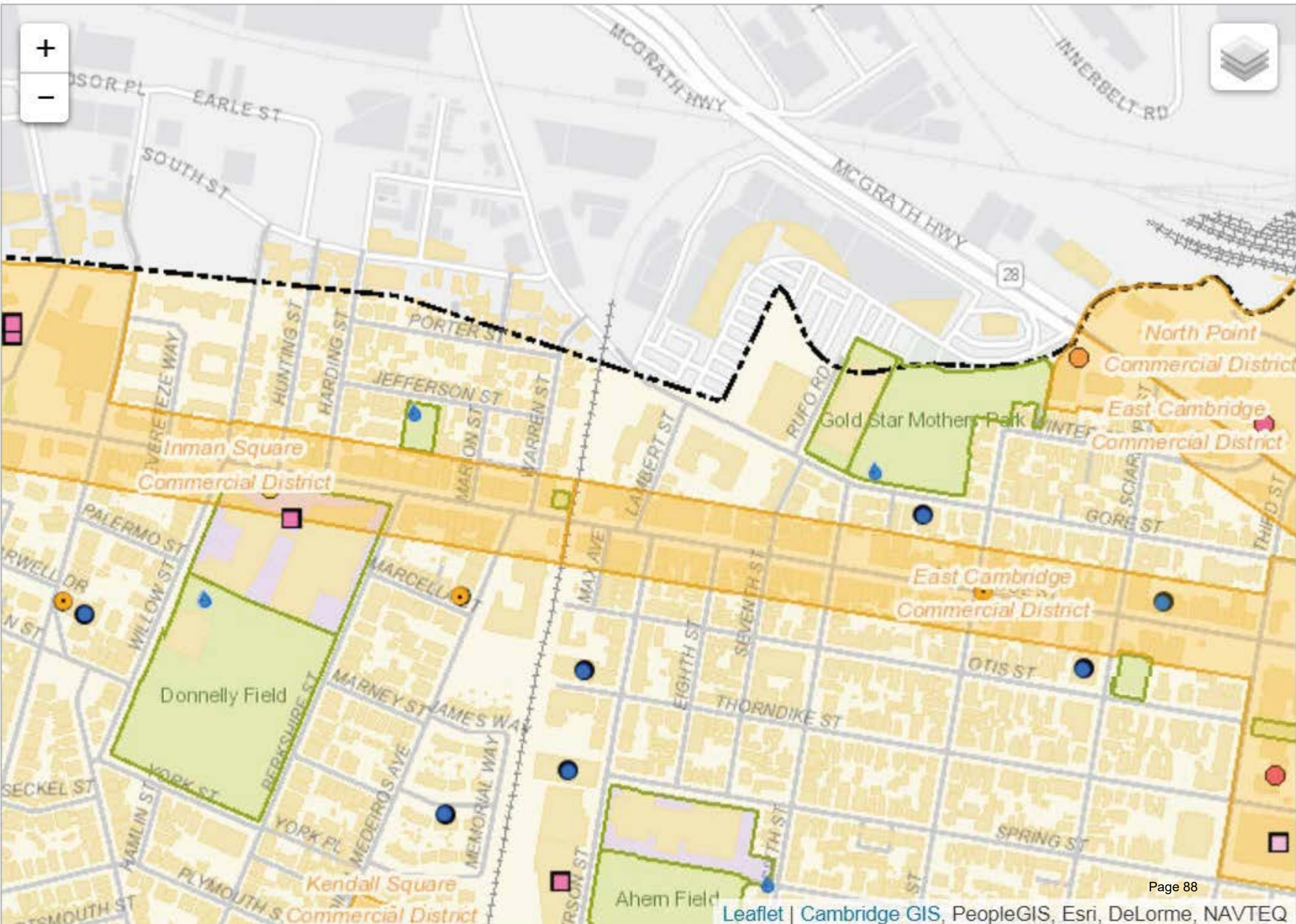
- Other Overlay Districts**
- Lesley Porter
  - Hammond and Gorham Streets Transition
  - Kirkland Place Transition
  - Harvard Square
  - Central Square
  - Massachusetts Avenue
  - Memorial Drive
  - Prospect Street
  - Mixed Use Residential
  - Cambridge Highlands
  - Basement Housing
  - Eastern Cambridge Housing Overlay (ECHO)
  - Mass and Main Residential Mixed Income Subdistrict
  - Parkway
  - Concord Avenue Parkway Subdistrict
  - Pathway

- Overlapping Districts**
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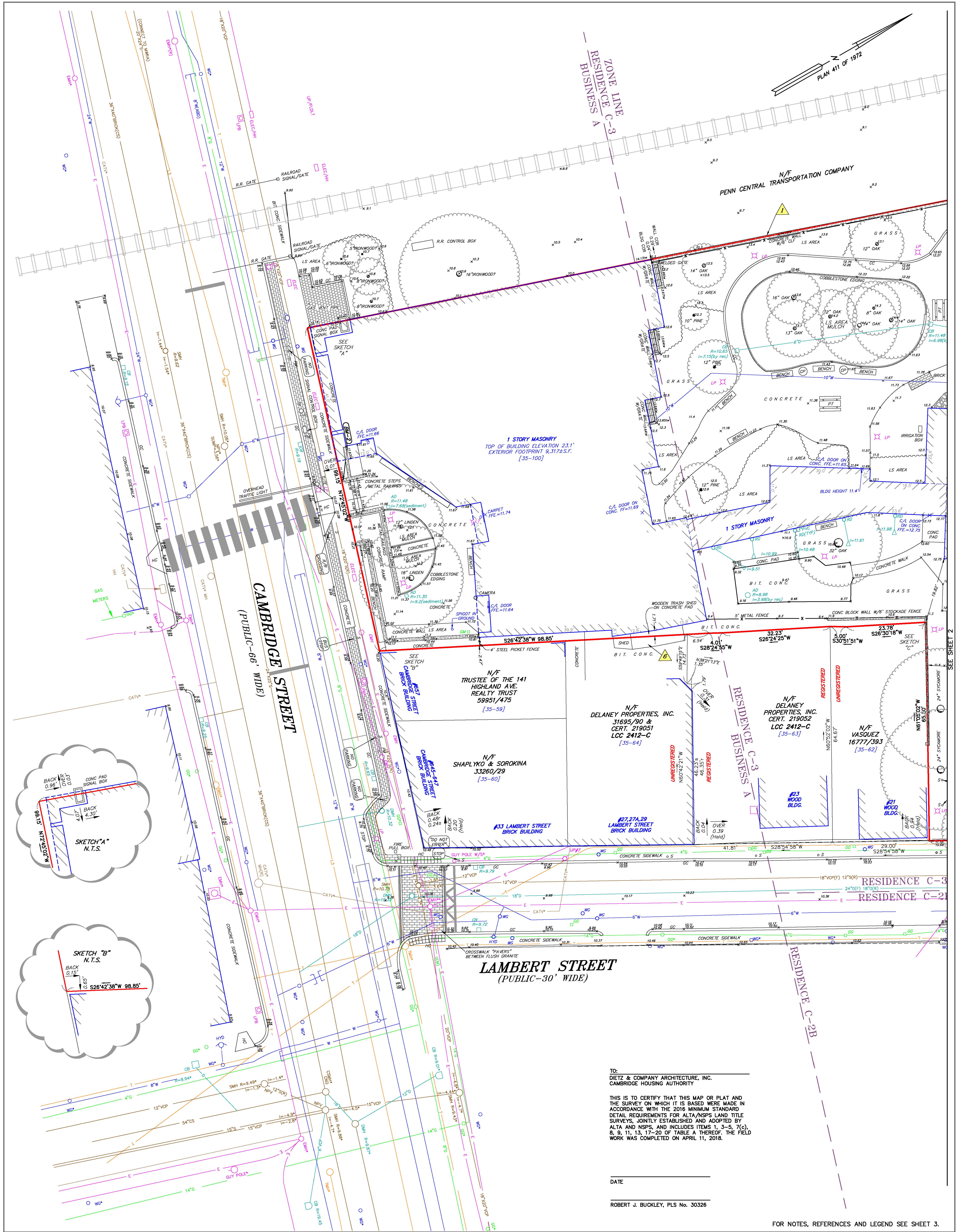
**Note:** Zoning Overlay Districts modify the requirements of Base Zoning Districts (shown on a separate map). Details of the requirements of the Zoning Overlay Districts pictured on this map can be found in the following parts of the Zoning Ordinance:

- Institutional Overlay Districts - Section 4.50
- Other Overlay Districts - Article 20.000









TO:  
DIETZ & COMPANY ARCHITECTURE, INC.  
CAMBRIDGE HOUSING AUTHORITY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3-5, 7(c), 8, 9, 11, 13, 17-20 OF TABLE THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 11, 2018.

DATE \_\_\_\_\_

ROBERT J. BUCKLEY, PLS No. 30326

FOR NOTES, REFERENCES AND LEGEND SEE SHEET 3.

PREPARED FOR:  
**DIETZ & COMPANY ARCHITECTS, INC.**  
55 FRANK B. MURRAY STREET,  
SUITE 201  
SPRINGFIELD, MA  
01103

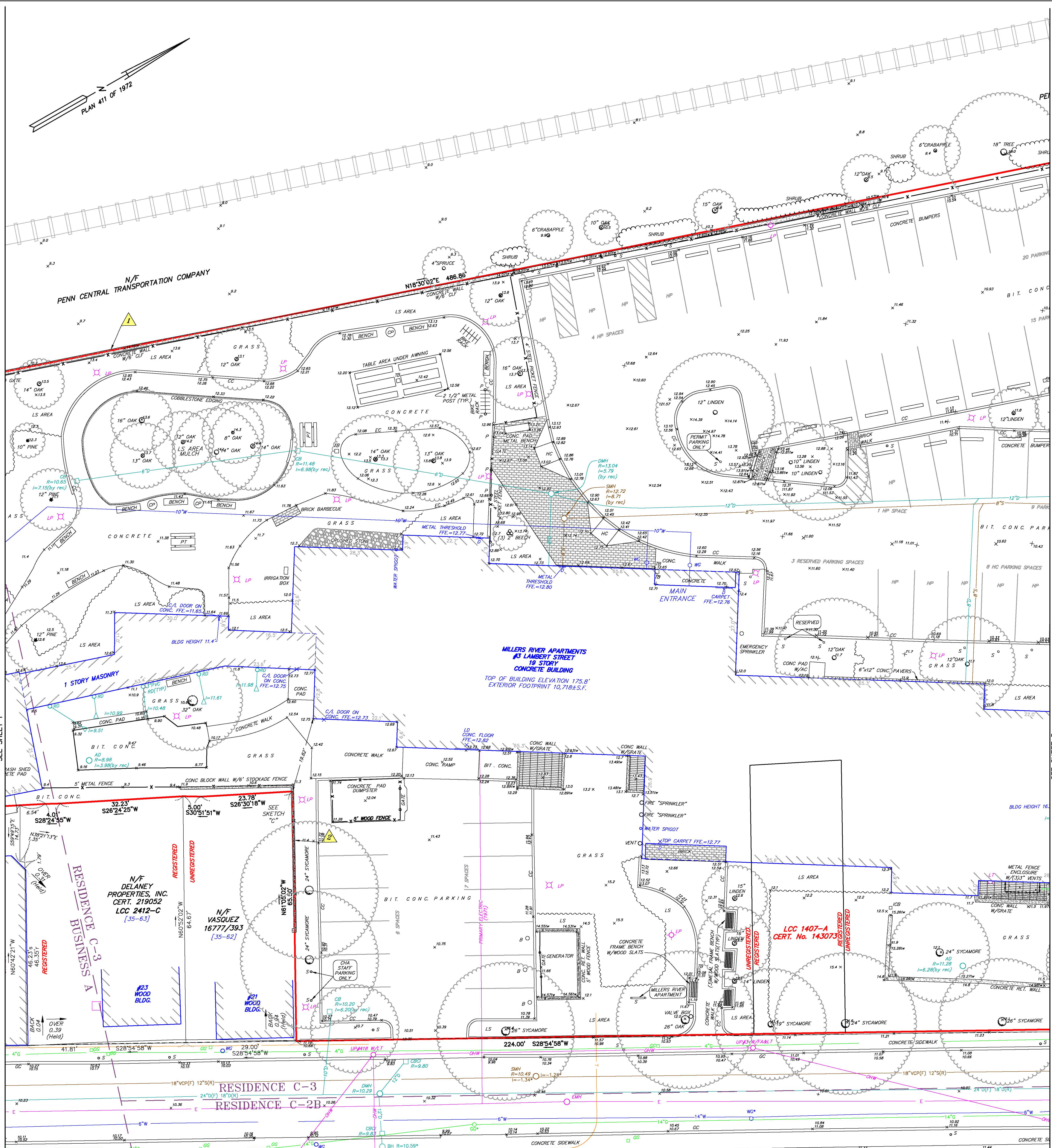
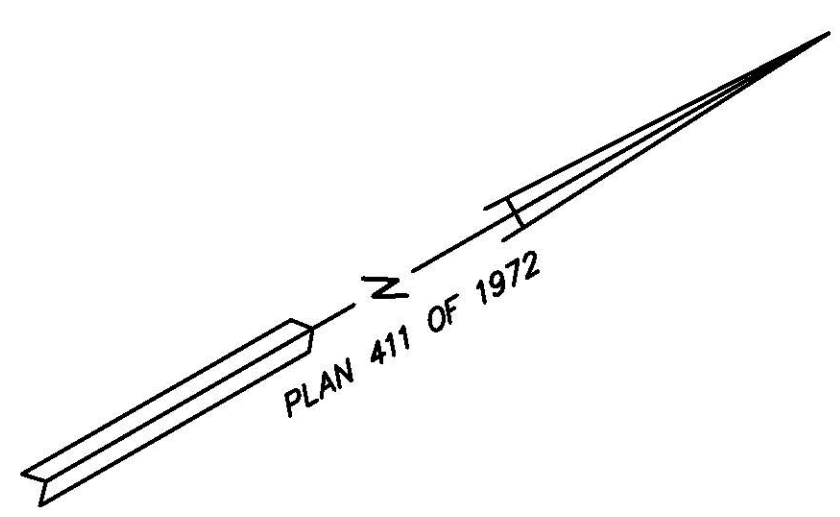
PREPARED BY:  
**BEALS + THOMAS**  
Civil Engineers + Landscape Architects +  
Land Surveyors + Planners +  
Environmental Specialists  
BEALS AND THOMAS, INC.  
Reservoir Corporate Center  
144 Turnpike Road  
Southborough, Massachusetts 01772-2104  
T 508.366.0560 | www.btiweb.com

RECORD OWNER:  
**CAMBRIDGE HOUSING AUTHORITY**  
12585/142  
L.C. CERT. No. 143073

**IN PROGRESS**  
4/12/18

**ALTA/NSPS LAND TITLE SURVEY**  
**MILLERS RIVER APARTMENTS**  
**LAMBERT STREET**  
CAMBRIDGE, MA  
(MIDDLESEX COUNTY)

SCALE: 1"=10'		DATE: JANUARY 24, 2012	
5			
4			
3	IN PROGRESS	TITLE INSURANCE UPDATE	B+T JOB No. 1825.01
2	3/2/2012	CLIENT COMMENTS	
1	2/17/2012	CLIENT COMMENTS	
0	1/24/2012	INITIAL ISSUE	B+T PLAN No. 1825P0030-001
	ISSUE DATE	DESCRIPTION	
MJK/ATL	KEA	KEA	TI-1
FLD	CALC	DWN	
	CHK'D		
SHEET No. 1 OF 3			



SEE SHEET 1

SEE SHEET 3

**LAMBERT STREET**  
(PUBLIC-30' WIDE)

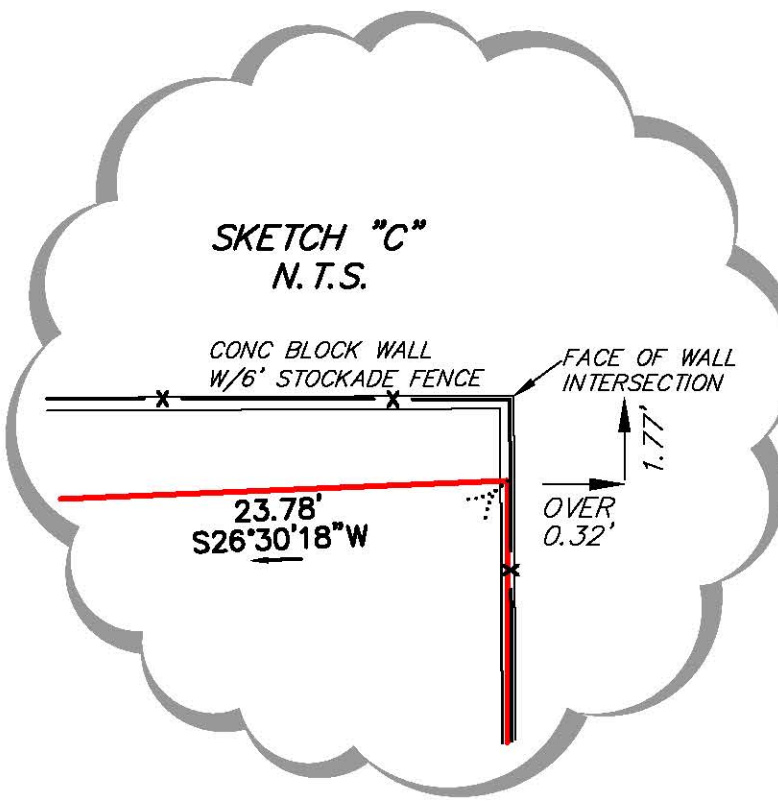
TO:  
DIETZ & COMPANY ARCHITECTURE, INC.  
CAMBRIDGE HOUSING AUTHORITY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3-5, 7(C), 8, 9, 11, 13, 17-20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL 11, 2018.

DATE

ROBERT J. BUCKLEY, PLS No. 30326

FOR NOTES, REFERENCES AND LEGEND SEE SHEET 3.



PREPARED FOR:  
**DIETZ & COMPANY ARCHITECTS, INC.**  
55 FRANK B. MURRAY STREET,  
SUITE 201  
SPRINGFIELD, MA  
01103

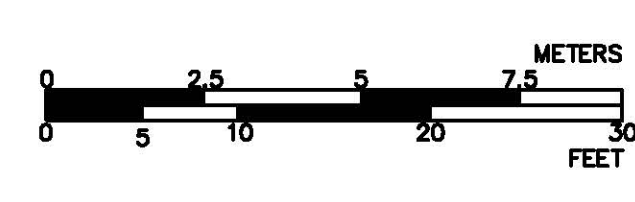
PREPARED BY:  
**BEALS + THOMAS**  
Civil Engineers + Landscape Architects +  
Land Surveyors + Planners +  
Environmental Specialists  
BEALS AND THOMAS, INC.  
Reservoir Corporate Center  
144 Turnpike Road  
Southborough, Massachusetts 01772-2104  
T 508.366.0560 | www.btweb.com

RECORD OWNER:  
**CAMBRIDGE HOUSING AUTHORITY**  
12585/142  
L.C. CERT. No. 143073

**IN PROGRESS**  
4/12/18

**ALTA/NSPS LAND TITLE SURVEY**  
**MILLERS RIVER APARTMENTS**  
**LAMBERT STREET**  
CAMBRIDGE, MA  
(MIDDLESEX COUNTY)

5			
4			
3	IN PROGRESS	TITLE INSURANCE UPDATE	SCALE: 1"=10'
2	3/2/2012	CLIENT COMMENTS	DATE: JANUARY 24, 2012
1	2/17/2012	CLIENT COMMENTS	B+T JOB No. 1825.01
0	1/24/2012	INITIAL ISSUE	B+T PLAN No. 1825P0030-002
	ISSUE DATE	DISCUSSION	<b>T-2</b>
MJK/ATL	KEA	KEA	
FLD	CALC	DWN	CHK'D
SHEET No. 2 OF 3			

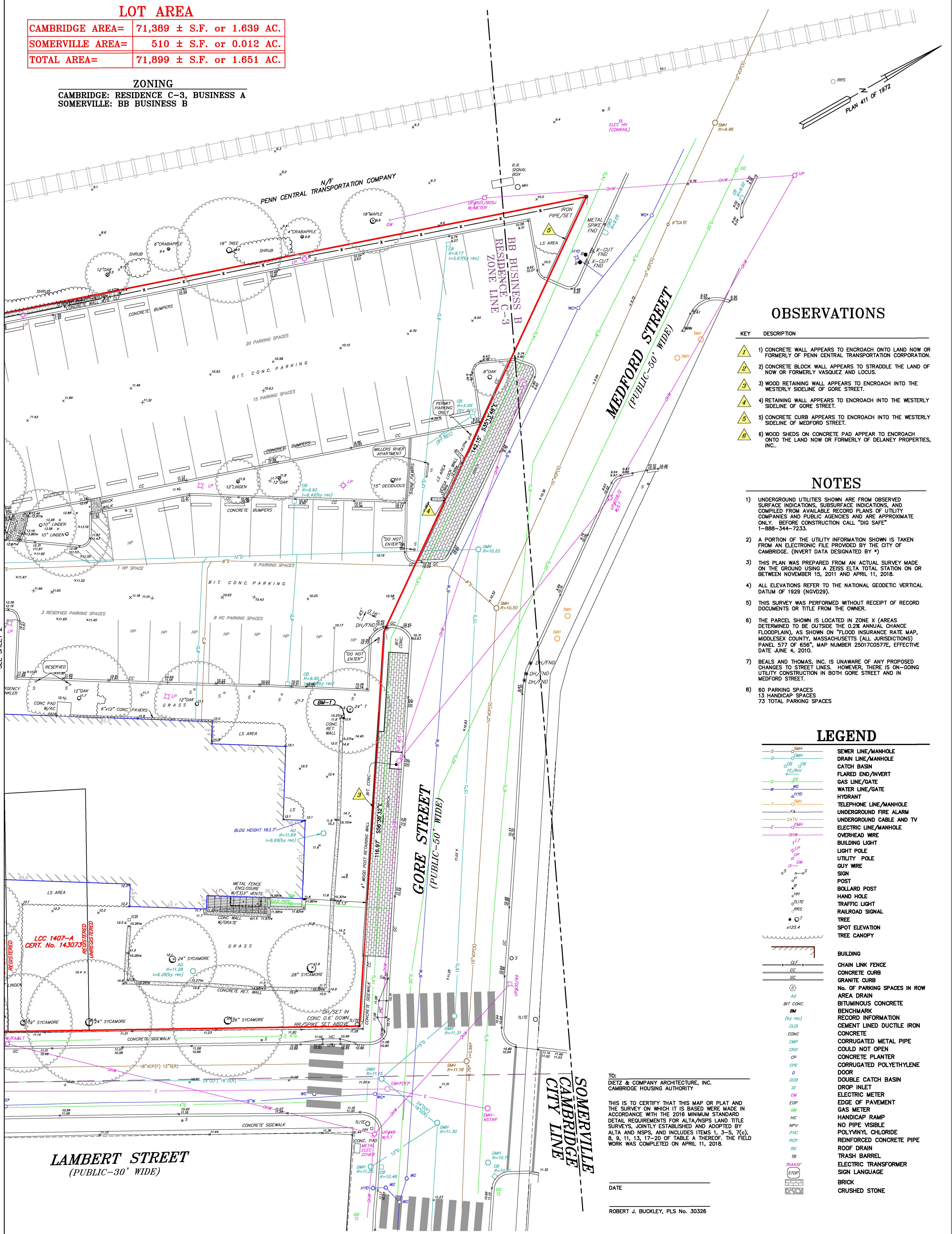


**LOT AREA**

CAMBRIDGE AREA=	71,389 ± S.F. or 1.639 AC.
SOMERVILLE AREA=	510 ± S.F. or 0.012 AC.
TOTAL AREA=	71,899 ± S.F. or 1.651 AC.

**ZONING**

CAMBRIDGE: RESIDENCE C-3, BUSINESS A  
SOMERVILLE: BB BUSINESS B



**OBSERVATIONS**

- | KEY | DESCRIPTION  |
|-----|--|
| 1   | CONCRETE WALL APPEARS TO ENCOACH ONTO LAND NOW OR FORMERLY OF PENN CENTRAL TRANSPORTATION CORPORATION. |
| 2   | CONCRETE BLOCK WALL APPEARS TO STRADDLE THE LAND OF NOW OR FORMERLY VASQUEZ AND LOCUS.                 |
| 3   | WOOD RETAINING WALL APPEARS TO ENCOACH INTO THE WESTERLY SIDE LINE OF GORE STREET.                     |
| 4   | RETAINING WALL APPEARS TO ENCOACH INTO THE WESTERLY SIDE LINE OF GORE STREET.                          |
| 5   | CONCRETE CURB APPEARS TO ENCOACH INTO THE WESTERLY SIDE LINE OF MEDFORD STREET.                        |
| 6   | WOOD SHEDS ON CONCRETE PAD APPEAR TO ENCOACH ONTO THE LAND NOW OR FORMERLY OF DELANEY PROPERTIES, INC. |

**NOTES**

- UNDERGROUND UTILITIES SHOWN ARE FROM OBSERVED SURFACE INDICATIONS, SUBSURFACE INDICATIONS, AND COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. BEFORE CONSTRUCTION CALL "DIG SAFE" 1-888-344-7233.
- A PORTION OF THE UTILITY INFORMATION SHOWN IS TAKEN FROM AN ELECTRONIC FILE PROVIDED BY THE CITY OF CAMBRIDGE. (INVERT DATA DESIGNATED BY \*)
- THIS PLAN WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND USING A ZEISS ELTA TOTAL STATION ON OR BETWEEN NOVEMBER 15, 2011 AND APRIL 11, 2018.
- ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
- THIS SURVEY WAS PERFORMED WITHOUT RECEIPT OF RECORD DOCUMENTS OR TITLE FROM THE OWNER.
- THE PARCEL SHOWN IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON "FLOOD INSURANCE RATE MAP, MIDDLESEX COUNTY, MASSACHUSETTS (ALL JURISDICTIONS) PANEL 577 OF 658", MAP NUMBER 25017C0577E, EFFECTIVE DATE JUNE 4, 2010.
- BEALS AND THOMAS, INC. IS UNAWARE OF ANY PROPOSED CHANGES TO STREET LINES. HOWEVER, THERE IS ON-GOING UTILITY CONSTRUCTION IN BOTH GORE STREET AND IN MEDFORD STREET.
- 60 PARKING SPACES  
13 HANDICAP SPACES  
73 TOTAL PARKING SPACES

**LEGEND**

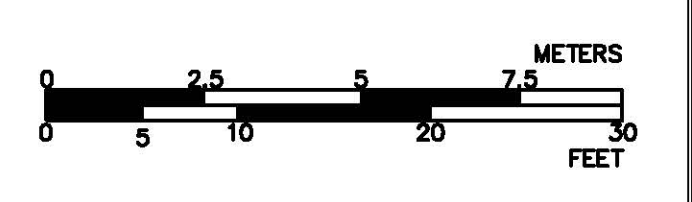
—S—	SEWER LINE/MANHOLE
—D—	DRAIN LINE/MANHOLE
—CB—	CATCH BASIN
—FE—	FLARED END/INVERT
—G—	GAS LINE/GATE
—W—	WATER LINE/GATE
—H—	HYDRANT
—T—	TELEPHONE LINE/MANHOLE
—FA—	UNDERGROUND FIRE ALARM
—CA—	UNDERGROUND CABLE AND TV
—E—	ELECTRIC LINE/MANHOLE
—OH—	OVERHEAD WIRE
—LT—	BUILDING LIGHT
—LP—	LIGHT POLE
—UP—	UTILITY POLE
—GW—	GUY WIRE
—S—	SIGN
—P—	POST
—BH—	BOLLARD POST
—HH—	HAND HOLE
—TL—	TRAFFIC LIGHT
—RRS—	RAILROAD SIGNAL
—T—	TREE
—x125.4—	SPOT ELEVATION
—	TREE CANOPY
—	BUILDING
—CLF—	CHAIN LINK FENCE
—CC—	CONCRETE CURB
—GC—	GRANITE CURB
—	No. OF PARKING SPACES IN ROW AREA DRAIN
—AD—	BITUMINOUS CONCRETE
—BM—	BENCHMARK
—(by rec)—	RECORD INFORMATION
—CLDI—	CEMENT LINED DUCTILE IRON
—CNC—	CONCRETE
—CMP—	CORRUGATED METAL PIPE
—CNO—	COULD NOT OPEN
—CP—	CONCRETE PLANTER
—CPE—	CORRUGATED POLYETHYLENE
—D—	DOOR
—DCB—	DOUBLE CATCH BASIN
—DI—	DROP INLET
—EM—	ELECTRIC METER
—EOP—	EDGE OF PAVEMENT
—GM—	GAS METER
—HC—	HANDICAP RAMP
—NPV—	NO PIPE VISIBLE
—PVC—	POLYVINYL CHLORIDE
—RCP—	REINFORCED CONCRETE PIPE
—RD—	ROOF DRAIN
—TB—	TRASH BARREL
—TRANSF—	ELECTRIC TRANSFORMER
—	SIGN LANGUAGE
—	BRICK
—	CRUSHED STONE

TO:  
DIETZ & COMPANY ARCHITECTURE, INC.  
CAMBRIDGE HOUSING AUTHORITY

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DATE

ROBERT J. BUCKLEY, PLS No. 30326



<p>PREPARED FOR:</p> <p><b>DIETZ &amp; COMPANY ARCHITECTS, INC.</b></p> <p>55 FRANK B. MURRAY STREET, SUITE 201 SPRINGFIELD, MA 01103</p>	<p>PREPARED BY:</p> <p><b>BEALS + THOMAS</b> Civil Engineers + Landscape Architects + Land Surveyors + Planners + Environmental Specialists</p> <p>BEALS AND THOMAS, INC. Reservoir Corporate Center 144 Turnpike Road Southborough, Massachusetts 01772-2104 T 508.366.0560   www.btiweb.com</p>	<p>RECORD OWNER:</p> <p><b>CAMBRIDGE HOUSING AUTHORITY</b></p> <p>12585/142 L.C. CERT. No. 143073</p>	<p><b>IN PROGRESS</b></p> <p>4/12/18</p>	<p><b>ALTA/NSPS LAND TITLE SURVEY</b></p> <p><b>MILLERS RIVER APARTMENTS</b></p> <p><b>LAMBERT STREET</b></p> <p>CAMBRIDGE, MA (MIDDLESEX COUNTY)</p>	<p>5</p> <p>4</p> <p>3 IN PROGRESS TITLE INSURANCE UPDATE</p> <p>2 3/2/2012 CLIENT COMMENTS</p> <p>1 2/17/2012 CLIENT COMMENTS</p> <p>0 1/24/2012 INITIAL ISSUE</p> <p>ISSUE DATE DESCRIPTION</p> <p>MJK/ATL KEA KEA</p> <p>FLD CALC DWN CHK'D</p>	<p>SCALE: 1"=10'</p> <p>DATE: JANUARY 24, 2012</p> <p>B+T JOB No. 1825.01</p> <p>B+T PLAN No. 1825P0030-003</p> <p>SHEET No. 3 OF 3</p>	<p><b>TI-3</b></p>
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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**

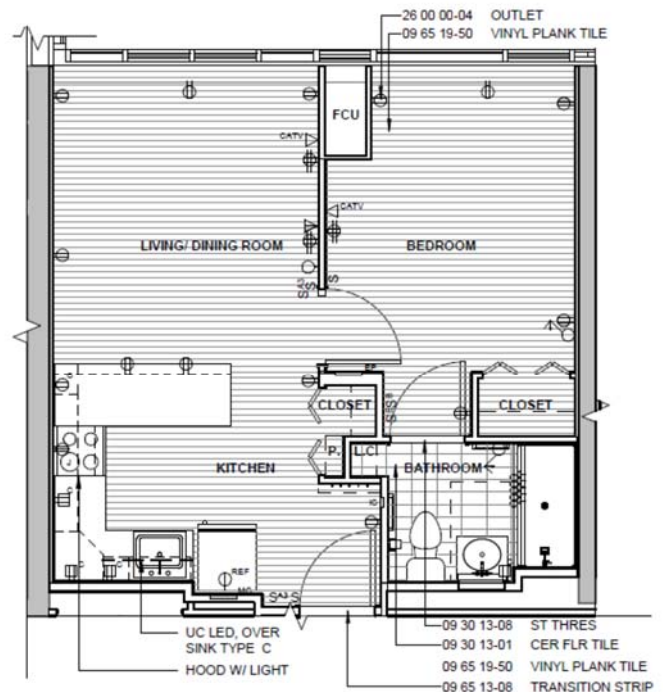
Report on Proposed Design  
Sustainability and Enterprise Green Communities  
Site Development Plans – 2 copies  
Utilities Plan  
Drawings

**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.

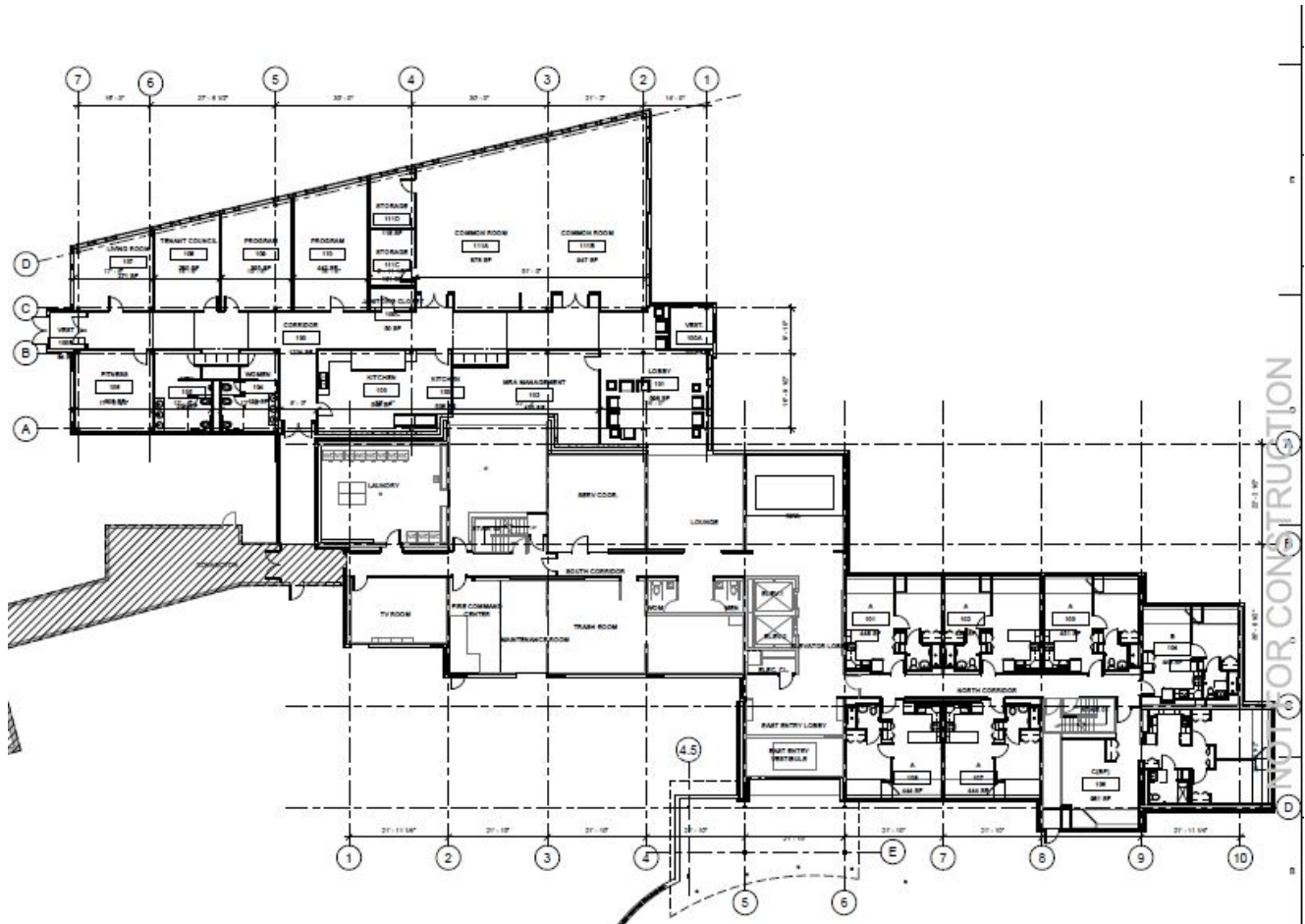


The interior improvements will include extensive demolition and abatement of the asbestos containing material (ACM) in the units, replacement of all finishes and fixtures, installation of 4-pipe vertical fan coil system with integrated ventilation, and reconfiguration of the spaces to account for the 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**  
1/4" = 1'-0"

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.



Two-plus  
story  
generator  
enclosure

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 SUSTAINABILITY 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 EGC 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 Comparison		LEED		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 Resources	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

M

#### 1.1a Goal Setting

Develop an integrative design process that works best for your project team and intentions. At minimum, document:

1. A statement of the overall green development goals of the project and the expected intended outcomes from addressing those goals.
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.
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

M

#### 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

M

#### 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

M

#### 1.3a Resilient Communities: Design for Resilience *(New Construction and Substantial Rehab only)*

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

YES  NO  MAYBE

**15** **INTEGRATIVE DESIGN** *(continued)*  
**1.3b Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment**

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**

*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:

- 2.7 Preservation of and Access to Open Space
- 2.9 Improving Connectivity to the Community
- 2.12 Access to Fresh, Local Foods
- 2.13 LEED for Neighborhood Development Certification
- 2.14 Local Economic Development and Community Wealth Creation

YES  NO  MAYBE

**M** **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%.
3. Land with prime soils, unique soils or soils of state significance per USDA designations.
4. Public parkland.
5. Land that is specifically identified as an existing habitat for any species on federal or state threatened or endangered lists.
6. Land that is within the Special Flood Hazard Areas (SFHA) as identified by FEMA on the Flood Insurance Rate Map.

YES  NO  MAYBE

**M** **2.2 Connections to Existing Development and Infrastructure** *(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

**M** **2.3 Compact Development**

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** **2.4 Compact Development**

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

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b>	<b>LOCATION + NEIGHBORHOOD FABRIC</b> <i>(continued)</i>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b>	<b>2.5 Proximity to Services</b> 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.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>6 max</b>	<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.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>8 or 10</b>	<b>2.7 Preservation of and Access to Open Space</b> 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].  <b>2.8 Access to Public Transportation</b> 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]  <i>For an additional 2 points:</i> Locate the project along dedicated bike trails or lanes that lead to transit services or stations (bus, rail and ferry) within 3 miles.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>2 to 8</b>	<b>2.9 Improving Connectivity to the Community</b> Improve access to community amenities through at least one of the transit, auto or biking mobility measures listed.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>5 max</b>	<b>2.10 Passive Solar Heating /Cooling</b> Design and build with passive solar design, orientation and shading that meet specified guidelines.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>4</b>	<b>2.11 Brownfield Site or Adaptive Reuse Building</b> Rehabilitate an existing structure that was not previously used as housing or locate the project on a brownfield site.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>6</b>	<b>2.12 Access to Fresh, Local Foods</b> <i>Farmer's Market twice a month at Millers</i> 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.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>4</b>	<b>2.13 LEED for Neighborhood Development Certification</b> Locate building(s) in a Stage 2 Pre-Certified or Stage 3 Certified Neighborhood Development.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>6 max</b>	<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].

Bike lanes on CB street

SUBTOTAL OPTIONAL POINTS



M = MANDATORY  
# = OPTIONAL POINTS

3. SITE IMPROVEMENTS	
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b> <b>3.1 Environmental Remediation</b> Conduct an environmental site assessment to determine whether any hazardous materials are present on-site; mitigate any found.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b> <b>3.2 Erosion and Sedimentation Control</b> <i>(Except for infill sites with buildable area smaller than one acre)</i> Implement EPA's Best Management Practices for Construction Site Stormwater Runoff Control, or local requirements, whichever is more stringent.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b> <b>3.3 Low-Impact Development</b> Projects located on greenfields must meet the list of low-impact development criteria.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b> <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.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b> <b>3.5a Efficient Irrigation and Water Reuse</b> If irrigation is used, install an efficient irrigation or water reuse system per the guidelines.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>4 or 8</b> <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.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>4 or 8</b> <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.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>1</b> <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**

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b> <b>4.1 Water-Conserving Fixtures</b> 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  <b>AND</b> 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

YES  NO  MAYBE

6 max

CHA's flow rates  
Toilets .08,  
Plumbing Fixtures -  
Showerheads at  
1.5gpm, Kitchens at  
1.5gpm, and

**WATER CONSERVATION** *(continued)*

**4.2 Advanced Water Conservation**

Reduce water consumption either by installing water-conserving fixtures in all units and all common space bathrooms with the following specifications: *Toilets: WaterSense-labeled and 1.1 gpf [1 point]; Showerheads: WaterSense-labeled and 1.5 gpm [1 point]; Kitchen faucets: 1.5 gpm and lav faucets: WaterSense-labeled and 1.0 gpm [1 point]*

**OR**

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

M

**5.1a Building Performance Standard** *(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) **OR** follow the combined MFHR and LEED Commissioning Path outlined in the criterion.

*Exception:* 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.



M = MANDATORY  
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<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p><b>ENERGY EFFICIENCY</b> <i>(continued)</i></p> <p><b>5.1c Building Performance Standard</b> <i>(Substantial and Moderate Rehab: single-family and low-rise multifamily)</i> For each dwelling unit, achieve a HERS Index score of 85 or less.  <i>Exception:</i> 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.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p><b>5.1d Building Performance Standard</b> <i>(Substantial and Moderate Rehab: mid-rise and high-rise)</i> 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.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p> <p>Need to achieve 10% better than Ashre 2013 for City</p>	<p>5 to 12</p>	<p><b>5.2a Additional Reductions in Energy Use</b> Design and construct a building that is projected to be at least 5% more efficient than what is required of the project by Criteria 5.1a–d. (Projects receiving points in Criterion 5.2a may not receive points per Criterion 5.2b)</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>12</p>	<p><b>5.2b Advanced Certification: Nearing Net Zero</b> 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)</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p><b>5.3 Sizing of Heating and Cooling Equipment</b> Size and select heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals J and S or ASHRAE handbooks.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p><b>5.4 ENERGY STAR Appliances</b> 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.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p><b>5.5 Lighting</b> 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</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M 6</p>	<p><b>5.6 Electricity Meter</b> <i>New Construction and Substantial Rehab</i> <i>Moderate Rehab (Except for single-room occupancy and designated supportive housing dwelling units)</i> Install individual or submetered electric meters for all dwelling units.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>4</p>	<p><b>5.7a Photovoltaic/Solar Hot Water Ready</b> Orient, design, engineer, wire and/or plumb the development to accommodate installation of photovoltaic (PV) or solar hot water system in the future.</p>



M = MANDATORY  
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YES  NO  MAYBE

10 max

**ENERGY EFFICIENCY** *(continued)*

**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	6	8	10	—	—

YES  NO  MAYBE

8

**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

M

**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.

Select any or all of these options (each material can qualify for *1 point*):

- Framing materials
- Exterior materials (e.g., siding, masonry, roofing)
- Flooring materials
- Concrete/cement and aggregate material
- Drywall/interior sheathing materials

often achieve concrete and framing, sometimes cabinets, counters, LED light fixture





M = MANDATORY  
# = OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>1</p>	<p><b>MATERIALS</b> <i>(continued)</i></p> <p><b>6.5 Certified, Salvaged and Engineered Wood Products</b> For at least 25% of all structural wood products, by cost or value, commit to using either FSC-certified, salvaged products or engineered framing materials without urea formaldehyde.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>M</p>	<p><b>6.6 Composite Wood Products that Emit Low/No Formaldehyde</b> 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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>M</p>	<p><b>6.7a Environmentally Preferable Flooring</b> 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).</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>6</p>	<p><b>6.7b Environmentally Preferable Flooring: Throughout Building</b> Use non-vinyl, non-carpet floor coverings throughout each building in the project.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>M</p>	<p><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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>M</p>	<p><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.</p>
<p>Possible 8? insulation, wallcoverings, or composite wood</p> <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>12 max</p>	<p><b>6.10 Asthmagen-Free materials</b> Do not install products that contain ingredients that are known to cause or trigger asthma. Key products to avoid are:</p> <ul style="list-style-type: none"> <li>• <i>Insulation:</i> Do not use spray polyurethane foam (SPF) or formaldehyde-containing fiberglass batts. [4 points]</li> <li>• <i>Flooring:</i> 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>• <i>Wall coverings:</i> 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>• <i>Composite wood:</i> Use only ULEF products for cabinetry, subflooring and other interior composite wood uses. [4 points]</li> </ul>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p>5</p>	<p><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.</p>



M = MANDATORY  
# = OPTIONAL POINTS

YES  NO  MAYBE

**M or  
6 max**

**MATERIALS** *(continued)*

**6.12 Construction Waste Management**

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**

**6.13 Recycling Storage**

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

**M  
12 max**

**7.1 Ventilation**

*New Construction and Substantial Rehab*  
*Moderate Rehab*

**Each unit will have individual ventilations system with energy recovery.**

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.
- 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).
- 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 must also have an ECM motor.

YES  NO  MAYBE

**M**

**7.2 Clothes Dryer Exhaust**

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

<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>HEALTHY LIVING ENVIRONMENT</b> <i>(continued)</i></p> <p><b>7.3 Combustion Equipment</b> 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.</p> <p>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.</p> <p>Install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 720.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>9 or 11</b></p>	<p><b>7.4 Elimination of Combustion Within the Conditioned Space</b> 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] <b>OR</b> no combustion equipment may be used as part of the building project [11 points].</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>7.5 Vapor Retarder Strategies</b> Install vapor barriers that meet specified criteria appropriate for the foundation type.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>7.6 Water Drainage</b> <i>(For all New Construction projects and those Rehab projects that include replacing particular assemblies called out below)</i> Provide drainage of water away from walls, windows and roofs by implementing the list of techniques.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>7.7 Mold Prevention: Water Heaters</b> Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>7.8 Radon Mitigation</b> 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.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>7.9 Garage Isolation</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Do not install ductwork or air handling equipment in a garage.</li> <li>• Fix all connecting doors between conditioned space and garage with gaskets or otherwise make substantially airtight with weather stripping.</li> <li>• 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.</li> </ul>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p><b>M</b></p>	<p><b>7.10 Integrated Pest Management</b> Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.</p>



**M** = MANDATORY  
**#** = OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>9</b>	<p><b>HEALTHY LIVING ENVIRONMENT</b> <i>(continued)</i></p> <p><b>7.11a Beyond ADA: Universal Design</b> <i>(New Construction)</i>                  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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>7 or 9</b>	<p><b>7.11b Beyond ADA: Universal Design</b> <i>(Substantial and Moderate Rehab)</i>                  Design a minimum of 10% of the dwelling units (one, at minimum) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines. <i>[7 points]</i></p> <p><i>For an additional 2 points:</i> Design the remainder of the ground-floor units and elevator-reachable units with accessible unit entrances designed to accommodate people who use a wheelchair.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b>	<p><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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>10</b>	<p><b>7.13 Active Design: Staircases and Building Circulation</b>                  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.</p> <p>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 <b>OR</b> providing magnetic door holds on all doors leading to the stairs <b>OR</b> removing door enclosures/ vestibules.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>9</b>	<p><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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>M</b>	<p><b>7.15 Reduce Lead Hazards in Pre-1978 Buildings</b> <i>(Substantial Rehab)</i>                  Conduct lead risk assessment or inspection to identify lead hazards, then control for these per EPA or state/ local laws and requirements.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<b>10</b>	<p><b>7.16 Smoke-Free Building</b>                  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.</p>

\_\_\_\_\_  
 SUBTOTAL OPTIONAL POINTS



M = MANDATORY  
# = OPTIONAL POINTS

8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT	
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b>   <b>8.1 Building Operations &amp; Maintenance (O&amp;M) Manual and Plan</b> <i>(For all multifamily projects)</i></p> <p>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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b>   <b>8.2 Emergency Management Manual</b> <i>(For all multifamily projects)</i></p> <p>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:</p> <ul style="list-style-type: none"> <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>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b>   <b>8.3 Resident Manual</b></p> <p>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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b>   <b>8.4 Resident and Property Staff Orientation</b></p> <p>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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>M</b>   <b>8.5 Project Data Collection and Monitoring System: 100% Owner-Paid Utility Accounts; 15% Tenant-Paid Utility Accounts</b></p> <p><i>For rental properties:</i> 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.</p> <p><i>For owner-occupied units:</i> 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.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	<p><b>7 or 11</b>   <b>8.6 Project Data Collection and Monitoring System: Greater than 15% Tenant-Paid Utility Accounts</b></p> <p>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].</p>
<hr/> SUBTOTAL OPTIONAL POINTS	
<hr/> TOTAL OPTIONAL POINTS	

Project Name: **Millers River Apartments**

Date: **6/27/2018**



**LEED v4 for BD+C: New Construction and Major Renovation**  
Project Checklist



Y	Mayb e	N	Credit/PR #	Credit Description	Possible Points	Expected Points	Credit #	Impact	Credit Description
1			Credit	Integrative Process	1	9	1.1a		Goal Setting
16	4	4	<b>Location and Transportation</b>		16	28			<b>Location + Neighborhood Fabric</b>
4	4		LT01	LEED for Neighborhood Development Location	8				
		1	LT02	Sensitive Land Protection	1				
		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
1			LT07	Bicycle Facilities	1		2.9		Improving Connectivity to the Community
1			LT08	Reduced Parking Footprint	1	2	2.7		Preservation of and Access to Open Space
		1	LT09	Green Vehicles	1				
2	2	6	<b>Sustainable Sites</b>		10	6			<b>Site Improvements</b>
Y			Prereq	Construction Activity Pollution Prevention	Required		3.2		Erosion and Sedimentation Control (Except for infill sites with buildable area smaller than one acre)
	1		SS01	Site Assessment	1		3.1		Environmental Remediation
		2	SS02	Site Development - Protect or Restore Habitat	2		3.4		Landscaping
1			SS03	Open Space	1		2.7		Preservation of and Access to Open Space
	1	2	SS04	Rainwater Management	3				
1		1	SS05	Heat Island Reduction	2	5	6.11		Reduced Heat-Island Effect: Roofing
						1	3.7		Reducing Heat Island Effect: Paving
		1	SS06	Light Pollution Reduction	1				
8	1	2	<b>Water Efficiency</b>		11	6			<b>Water Conservation</b>

Project Name: Millers River Apartments

Date: 6/27/2018



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



Y	Mayb e	N	Credit/PR #	Credit Description	Possible Points	Expected Points	Credit #	Impact	Credit Description
Y			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
Y			Prereq	Building-Level Water Metering	Required				
I		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	I	WE03	Cooling Tower Water Use	2				
I			WE04	Water Metering	1	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 Atmosphere</b>		33	10			<b>Energy Efficiency</b>
							1.1c		Designing for Project Performance
Y			Prereq	Fundamental Commissioning and Verification	Required				
Y			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

Project Name: **Millers River Apartments**

Date: **6/27/2018**



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



Y	Mayb e	N	Credit/PR #	Credit Description		Possible Points	Expected Points	Credit #	Impact	Credit Description
						Mandatory		5.5		Lighting
Y			Prereq	Building-Level Energy Metering	Required					
Y			Prereq	Fundamental Refrigerant Management	Required					
		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



Project Name: Millers River Apartments

Date: 6/27/2018



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



Y	Mayb e	N	Credit/PR #	Credit Description	Possible Points	Expected Points	Credit #	Impact	Credit Description
		1	EA03	Advanced Energy Metering	1	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	1.3a		Resilient Communities: Design for Resilience (New Construction & Substantial Rehab only)
		3	EA05	Renewable Energy Production	3				
1			EA06	Enhanced Refrigerant Management	1				
		2	EA07	Green Power and Carbon Offsets	2				
<b>8</b>	<b>2</b>	<b>3</b>	<b>Materials and Resources</b>		<b>13</b>		<b>11</b>		<b>Materials</b>
Y			Prereq	Storage and Collection of Recyclables	Required		3	6.13	Recycling Storage for Multifamily Project
Y			Prereq	Construction and Demolition Waste Management Planning	Required		1	6.3	Recycled Content Material
2		3	MR01	Building Life-Cycle Impact Reduction	5				
2			MR02	Building Product Disclosure and Optimization - Environmental Product	2				
1	1		MR03	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2		1	6.4	Regional Material
1	1		MR04	Building Product Disclosure and Optimization - Material Ingredients	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.)
<b>14</b>	<b>1</b>	<b>0</b>	<b>Indoor Environmental Quality</b>		<b>16</b>		<b>26</b>		<b>Healthy Living Environment</b>
Y			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: **6/27/2018**



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



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
Y			Prereq	Environmental Tobacco Smoke Control	Required		10	7.16		Smoke-Free Building
2			IAQ01	Enhanced Indoor Air Quality Strategies	2	Mandatory		1.2a		Resident Health and Wellbeing: Design for Health
			IAQ02				4	6.10		Asthma-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 Formaldehyde
						Mandatory		6.7a		Environmentally Preferable Flooring
1			IAQ04	Construction Indoor Air Quality Management Plan	1	Mandatory		6.8		Mold Prevention: Surfaces
			IAQ05			Mandatory		6.9		Mold Prevention: Tub & Shower Enclosures
2			IAQ06	Indoor Air Quality Assessment	2			7.1		Ventilation (Optional for Moderate Rehab)
	1		IAQ07	Thermal Comfort	1					
2			IAQ08	Interior Lighting	2					
2			IAQ09	Daylight	3					

Project Name: Millers River Apartments

Date: 6/27/2018



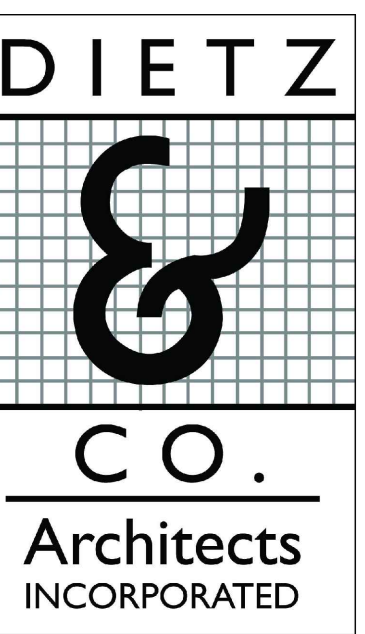
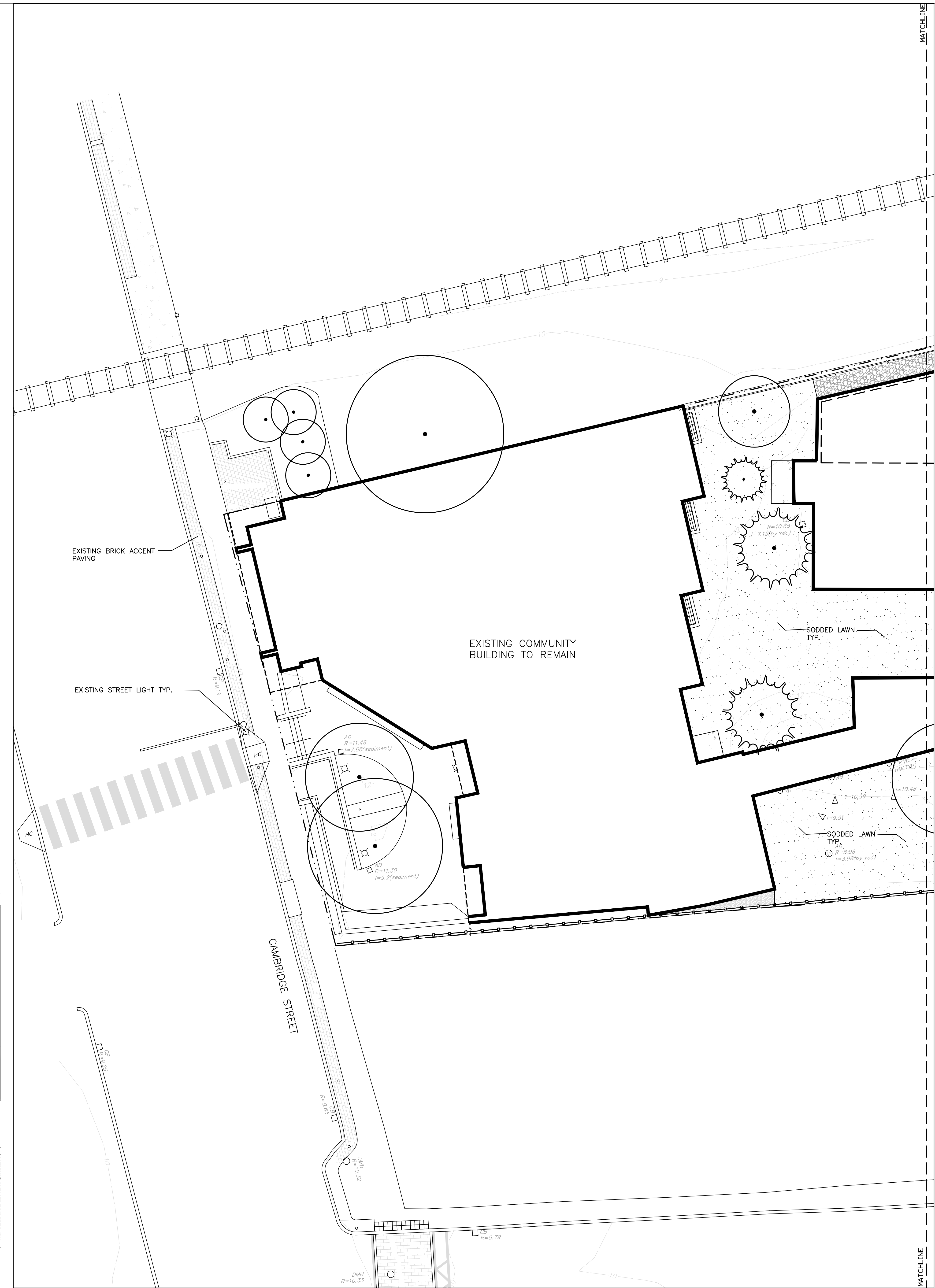
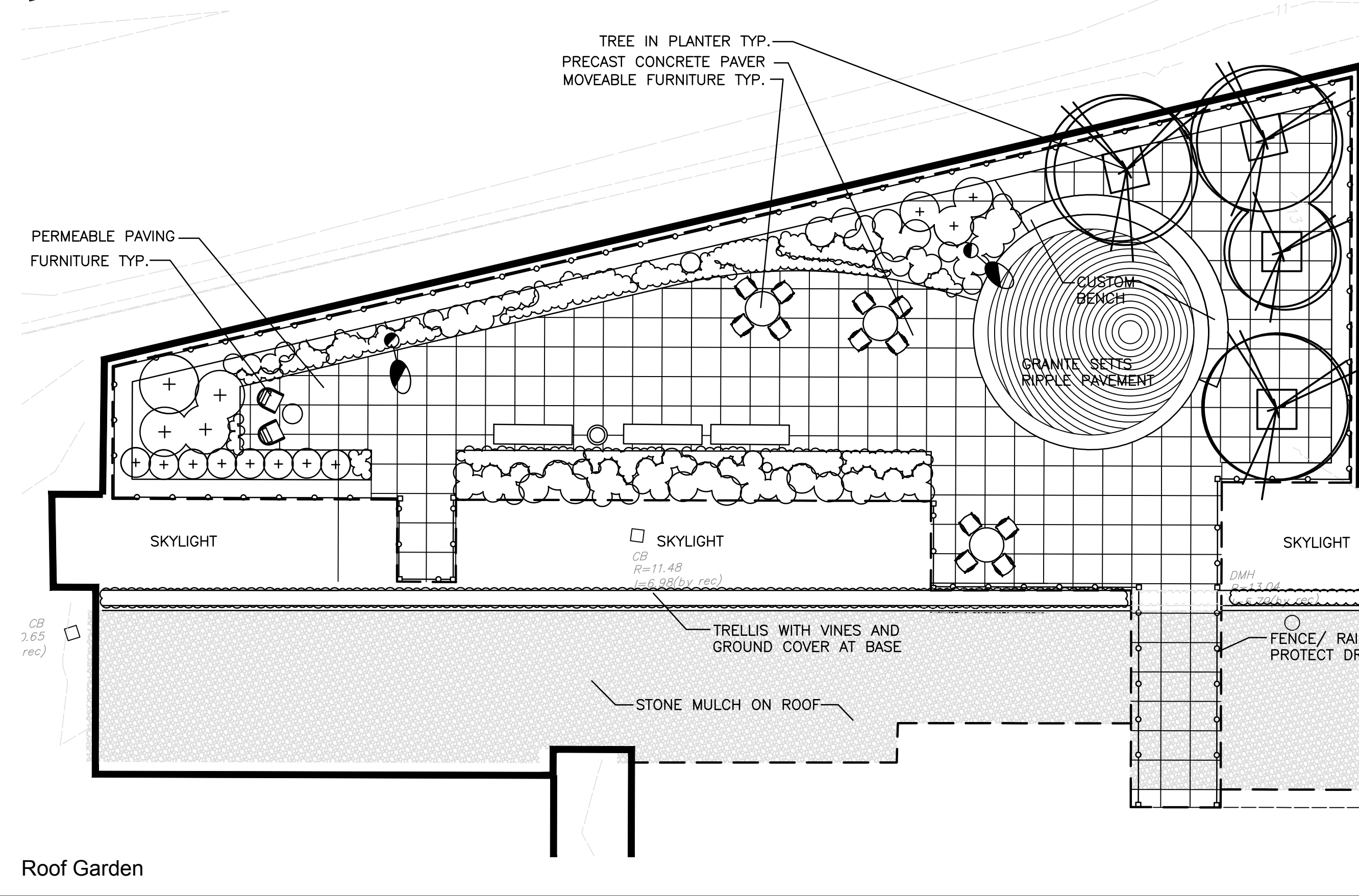
LEED v4 for BD+C: New Construction and Major Renovation  
Project Checklist



Y	Maybe	N	Credit/PR #	Credit Description	Possible Points	Expected Points	Credit #	Impact	Credit Description	
I			IAQ10	Quality Views	1					
I			IAQ11	Acoustic Performance	1					
4	I	I	<b>Innovation</b>		6					
3	I	I	Credit	Innovation	5					
I			Credit	LEED Accredited Professional	1					
2	2	0	<b>Regional Priority</b>		4					
I			RP01	Regional Priority: Specific Credit	1	Mandatory	8.1		Building Maintenance Manual (all multifamily projects)	
						Mandatory	8.3		Resident Manual	
I			RP02	Regional Priority: Specific Credit	1	Mandatory	1.3a		Resilient Communities: Design for Resilience (New Construction & Substantial Rehab only)	
I			RP03	Regional Priority: Specific Credit	1	Mandatory	7.12		Active Design: Promoting Physical Activity within the Building	
I			RP04	Regional Priority: Specific Credit	1	Mandatory	8.2		Emergency Management Manual (all multifamily projects)	
							26		Other Enterprise Points (See checklist)	
70	17	28	<b>TOTALS</b>		Possible Points: 110					
			Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110				25	Meet all Mandatory Credits		
							122	Earn Additional Points in Optional Credits		
			<b>LEED Gold Certification</b>				147	<b>Total Expected Mandatory Credits and Optional Points</b>		

**LEGEND - PROPOSED MATERIALS**

	KEY	SYMBOL
BITUMINOUS CONCRETE PEDESTRIAN PAVING	(X/XX)	[Symbol]
BITUMINOUS CONCRETE VEHICULAR PAVING	(X/XX)	[Symbol]
BITUMINOUS CONCRETE VEH. PERVIOUS PAVING	(X/XX)	[Symbol]
CONCRETE PEDESTRIAN PAVING	(X/XX)	[Symbol]
CONCRETE VEHICULAR PAVING	(X/XX)	[Symbol]
PRECAST CONCRETE PAVER PED. ON GRADE	(X/XX)	[Symbol]
PRECAST CONCRETE PAVER PED. ON ROOF	(X/XX)	[Symbol]
GRANITE PAVERS ON ROOF	(X/XX)	[Symbol]
STONE MULCH	(X/XX)	[Symbol]
NEW CONCRETE CURB	(X/XX)	[Symbol]
NEW GRANITE CURB	(X/XX)	[Symbol]
NEW TRASH RECEPTACLE	(X/XX)	[Symbol]
NEW WOOD BENCH	(X/XX)	[Symbol]
NEW SS BOLLARD	(X/XX)	[Symbol]
NEW GUARD RAIL	(X/XX)	[Symbol]
NEW 6' CHAIN LINK FENCE	(X/XX)	[Symbol]
NEW METAL SCREEN	(X/XX)	[Symbol]
EXISTING TREE TO REMAIN	(X/XX)	[Symbol]
EVERGREEN TREE PLANTING	(X/XX)	[Symbol]
DECIDUOUS TREE PLANTING	(X/XX)	[Symbol]
FLOWERING TREE PLANTING	(X/XX)	[Symbol]
SHRUB/GROUND COVER PLANTING	(X/XX)	[Symbol]
SODED LAWN	(X/XX)	[Symbol]



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

CONSULTANT  
Pressley Associates  
Landscape Architects  
219 Parker St  
Springfield, MA 01107  
T: 417-868-1954  
www.pressleyinc.com

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**MILLERS RIVER APARTMENTS  
REVITALIZATION**  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

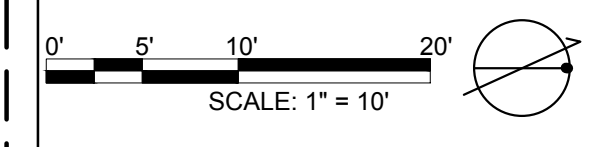
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08/24/18		100% SCHEMATIC DESIGN SUBMISSION
09/20/18		50% SCHEMATIC DESIGN SUBMISSION

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**L401**



NO.	DATE	DESCRIPTION
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04/20/18		50% SCHEMATIC DESIGN SUBMISSION

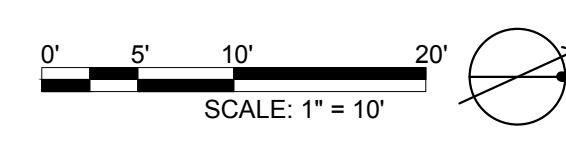
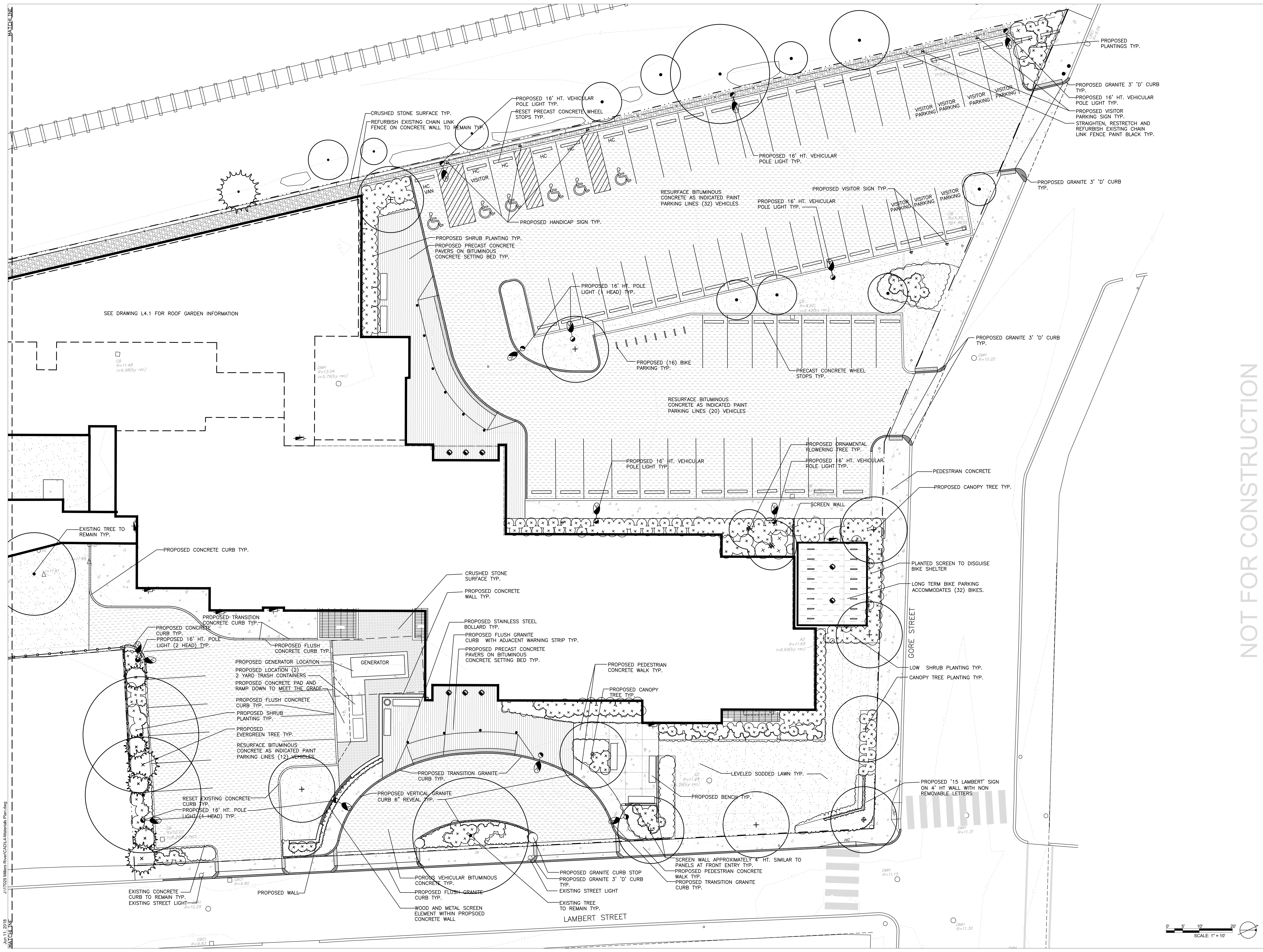
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PLAN

L402



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MJC





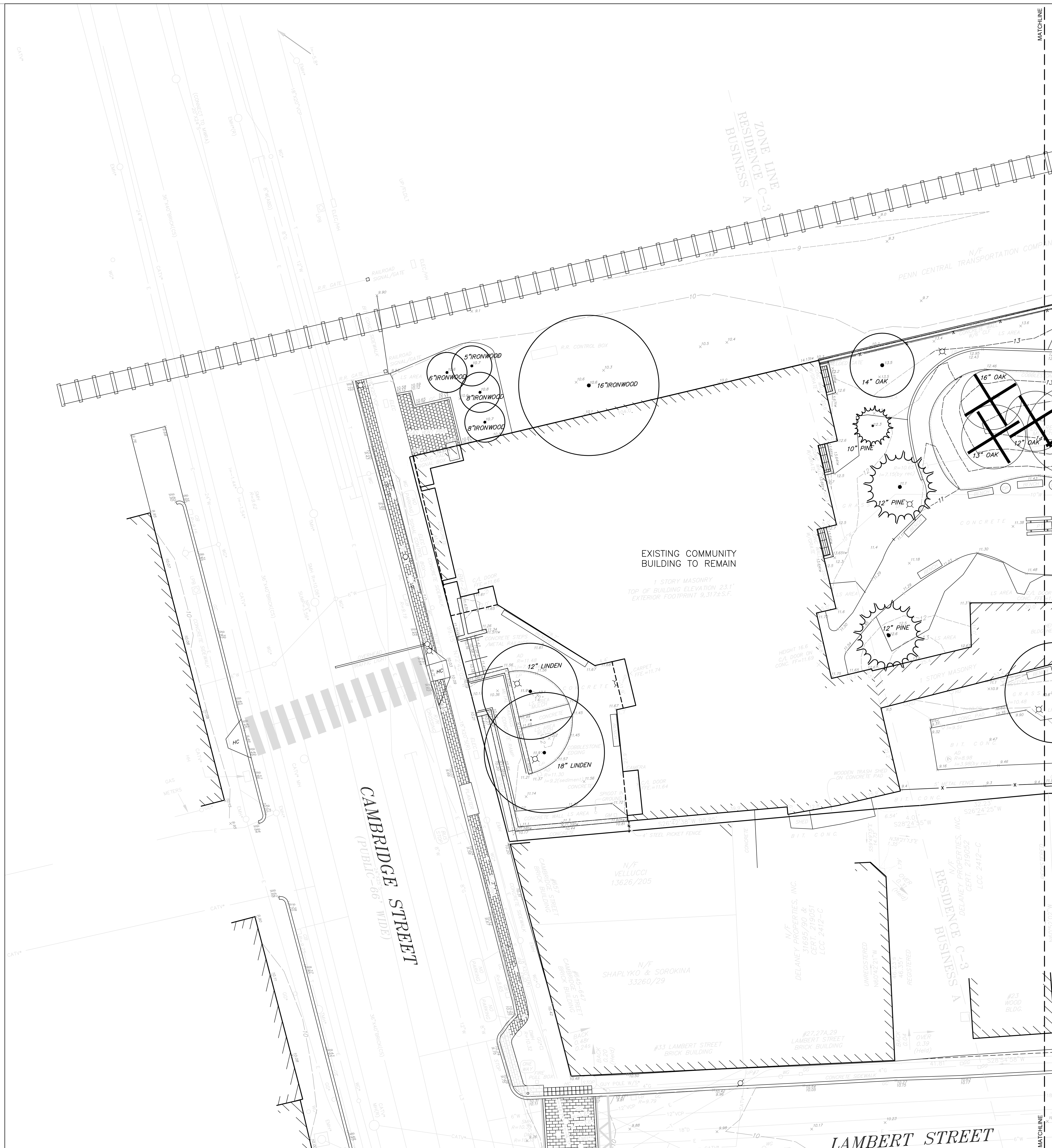
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05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		90% SCHEMATIC DESIGN SUBMISSION

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SHEET TITLE  
**EXISTING TREE REMOVAL**

**L101**



**EXISTING TREE REMOVAL-  
 COURTYARD/ NEW COMMUNITY CENTER**

QTY	CALIPER INCHES	SPECIES
(3)	14"	OAK
(2)	16"	OAK
(2)	13"	OAK
(3)	12"	OAK
(1)	8"	OAK
(1)	4"	RIVER BIRCH
TOTAL CALIPER INCHES OF TREE REMOVED IN COURTYARD: 148"		

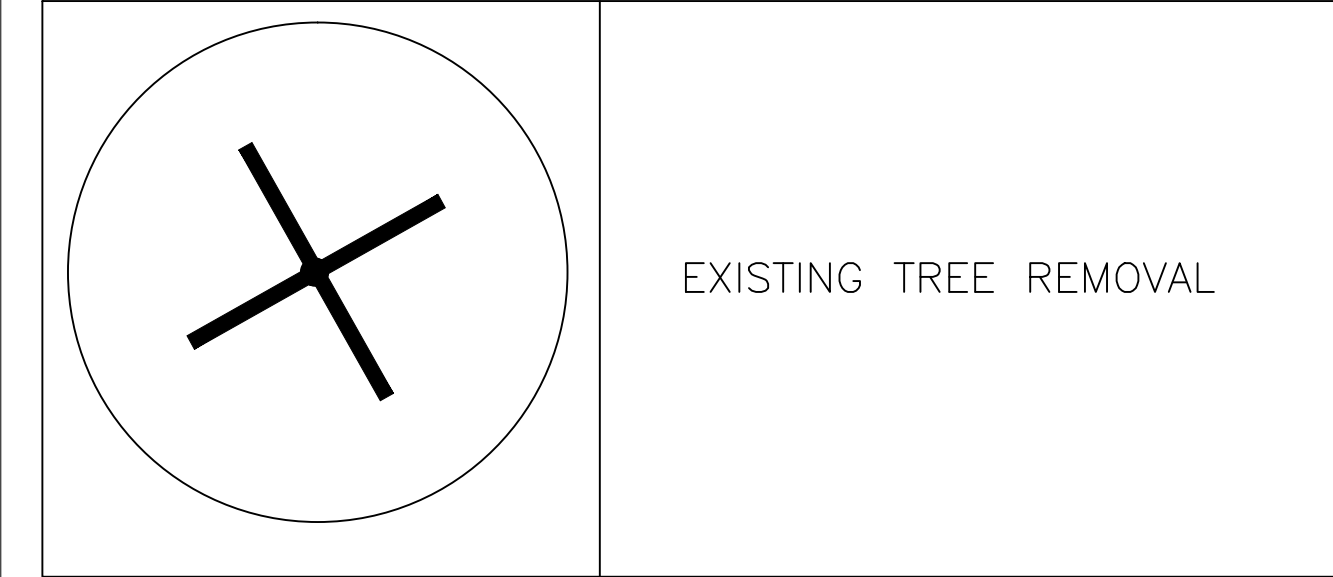
**EXISTING TREE REMOVAL- PARKING LOT**

QTY	CALIPER INCHES	SPECIES
(2)	12"	OAK
(1)	24"	LINDEN
(1)	12"	LINDEN
(2)	8"	LINDEN
TOTAL CALIPER INCHES OF TREE REMOVED IN PARKING LOT: 76"		

**EXISTING TREE REMOVAL- LAMBERT ST**

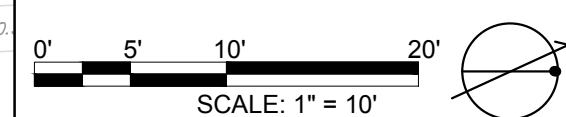
QTY	CALIPER INCHES	SPECIES
(1)	28"	SYCAMORE
(2)	26"	SYCAMORE
(2)	24"	SYCAMORE
(1)	19"	SYCAMORE
(1)	14"	LINDEN
(1)	15"	LINDEN
(1)	16"	LINDEN
TOTAL CALIPER INCHES OF TREE REMOVED ON LAMBERT ST:192"		

**TREE REMOVAL LEGEND**

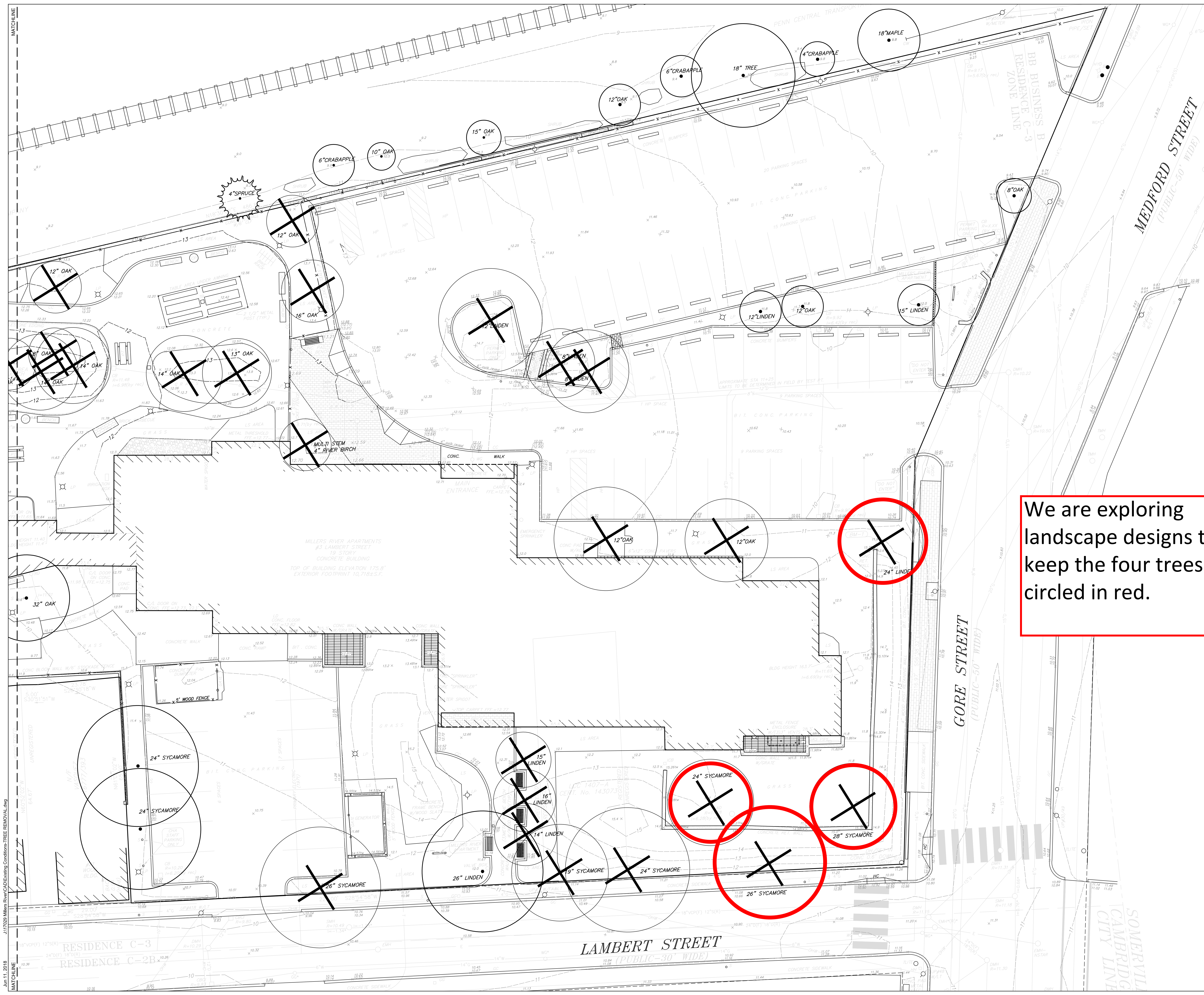


TOTAL CALIPER INCHES OF TREES REMOVED ON ENTIRE SITE : 416", REFER TO L5.1 FOR TOTAL CALIPER INCHES OF PROPOSED TREES

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We are exploring landscape designs to keep the four trees circled in red.

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**MILLERS RIVER APARTMENTS  
REVITALIZATION**  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT SUBMISSION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

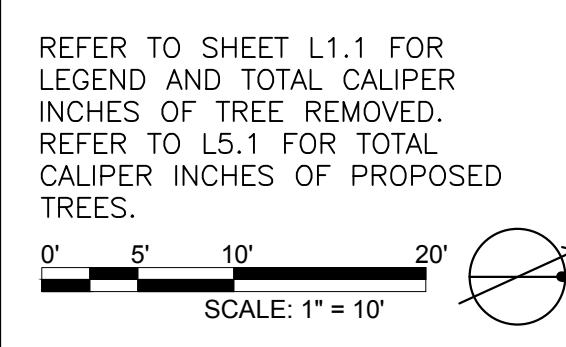
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EXISTING TREE  
REMOVAL

L102





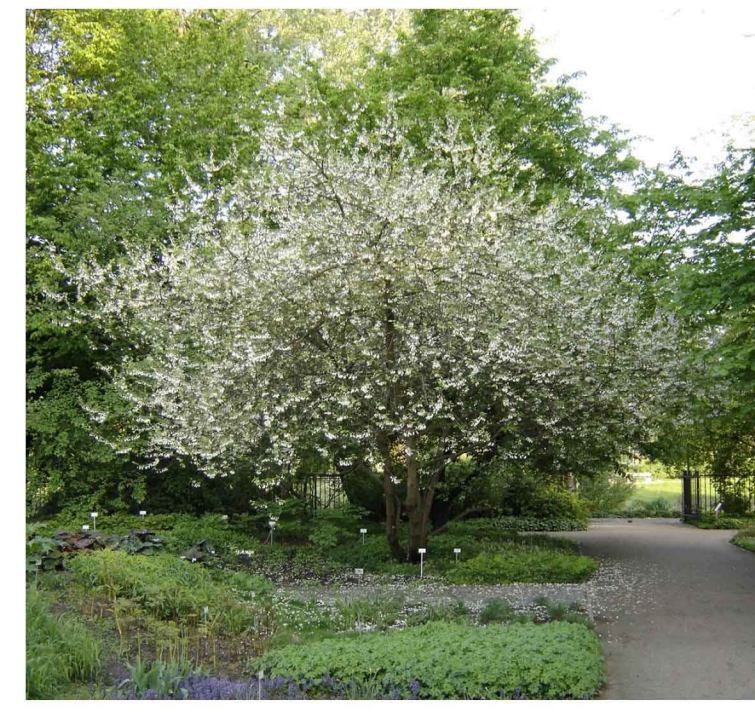
Amelanchier arborea  
Serviceberry



Cercidiphyllum japonica  
Katsura tree



Pinus strobus 'Fastigiata'  
Fastigate white pine



Halesia  
Silverbell



Crataegus cruss-galli  
Thronless Hawthorn



Platanus acerifolia  
London Planetree



Cercis canadensis  
Redbud



Chionanthus virginicus  
Fringetree



Cladrastis lutea  
Yellowwood



Myrica pensylvanica  
Northern Bayberry



Ilex glabra  
Inkberry



Ilex verticillata  
Winterberry



Viburnum dentatum  
Arrowwood



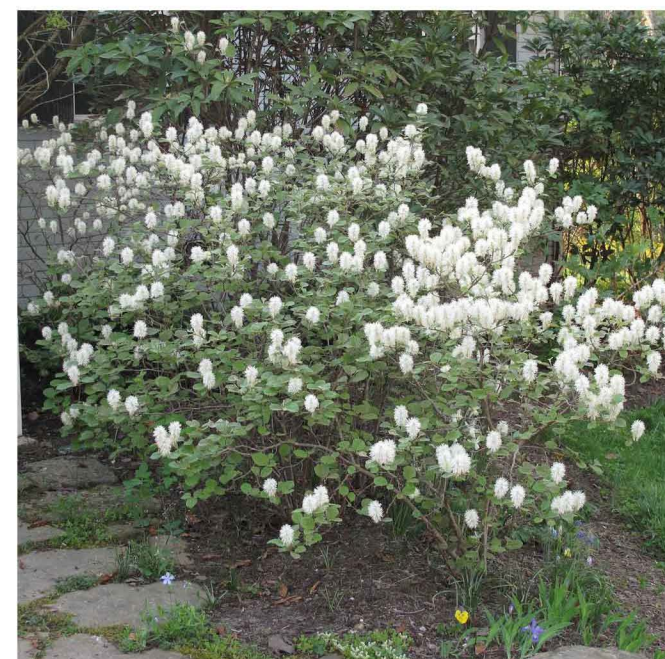
Viburnum plicatum f. tomentosum  
Doublefile Viburnum



Buxus sempervirens  
Boswood



Euonymus radicans  
Spreading Euonymous



Fothergilla gardenii  
Dwarf Fothergilla



Azalea sp.  
Azalea



Comptonia peregrina  
Sweetfern



Deutzia gracilis 'nana'  
Dwarf deutzia



Campsis radicans  
Cow itch vine



Epimedium youngianum 'niveum'  
White barrenwort



Epimedium sulphureum  
Yellow barrenwort



Hosta sieboldiana  
Blue hosta



Hakonechloa macra  
Green weeping love grass



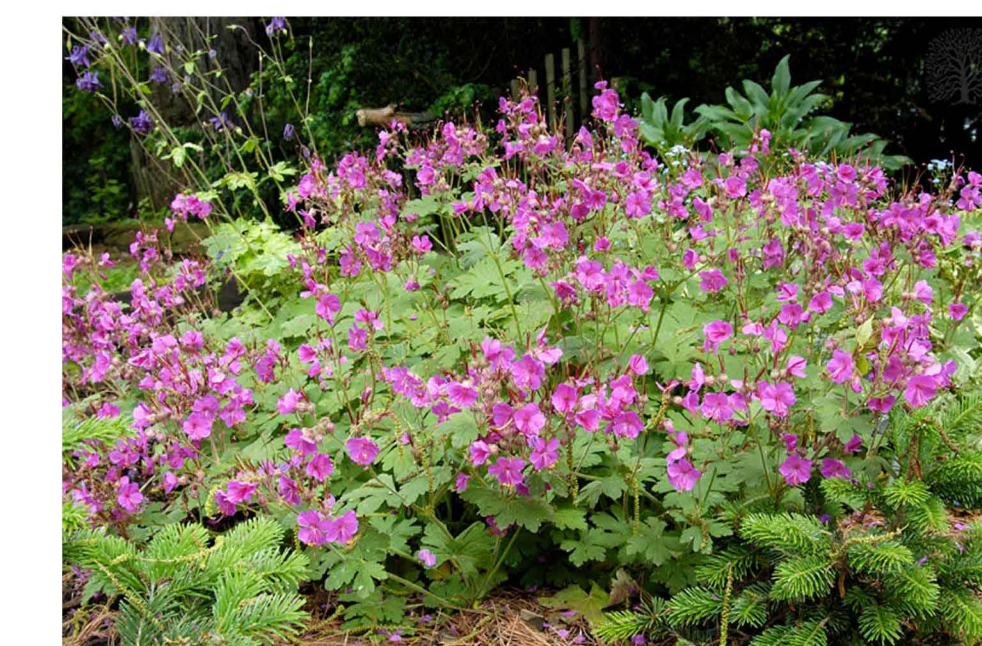
Hemerocallis happy return  
Yellow repeat daylily



Geranium bikovo  
Bikovo Geranium



Tricyrtis empress  
White toad lily



Geranium macrorrhizum bevan's  
Bevan geranium



Polystichum acrostichoides  
Christmas Fern

## Millers River Apartment Landscape Materials Board- Planting



NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT SUBMISSION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

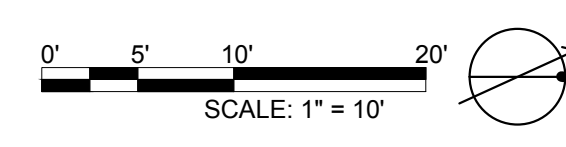
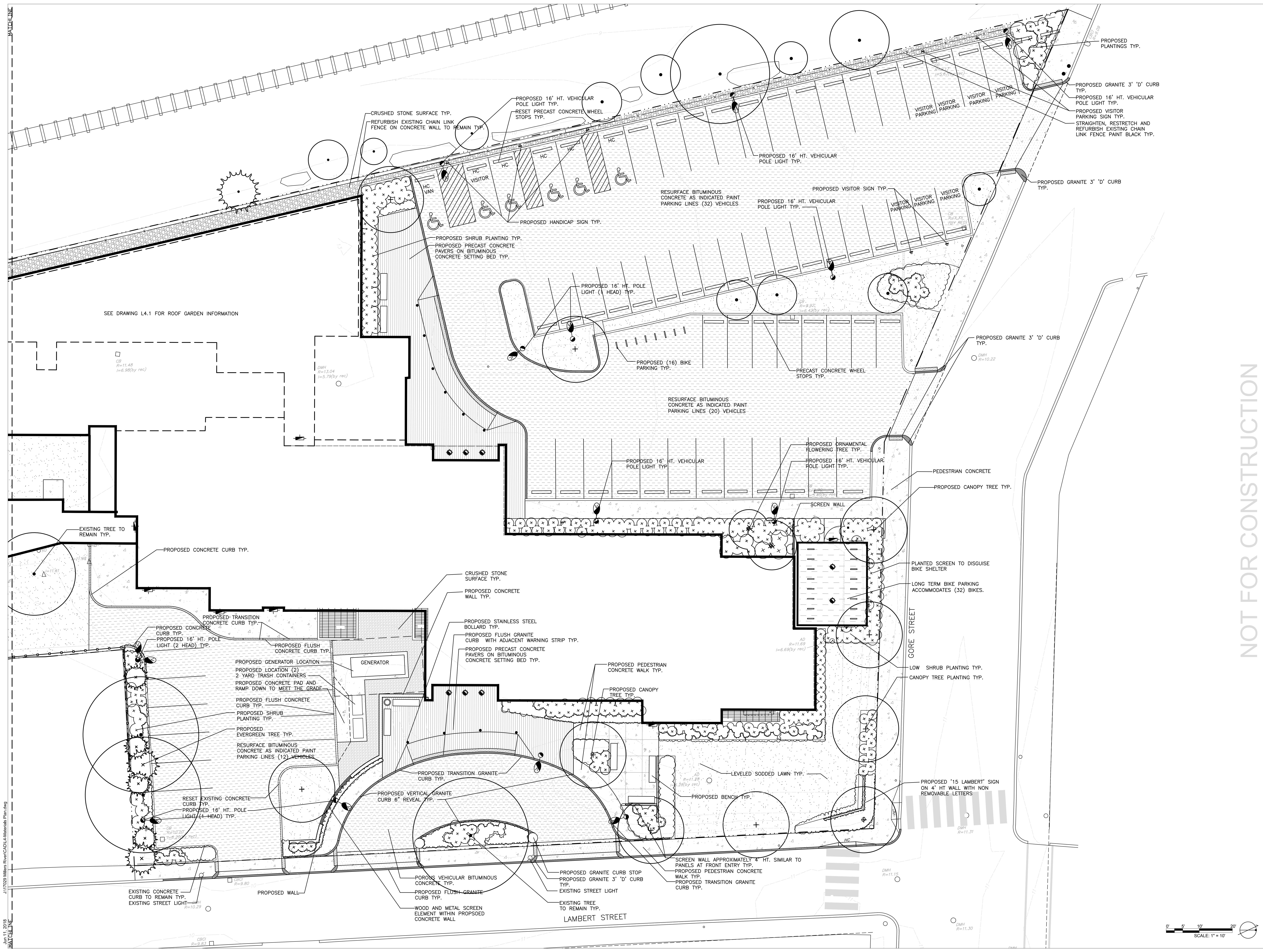
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Date Plotted: 11/15/18  
User: JAC

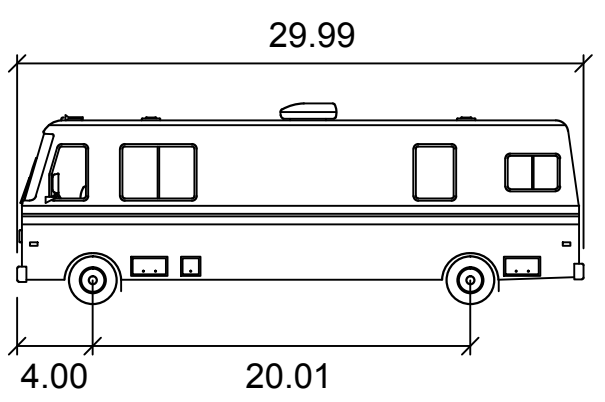


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05/18/18		100% CONSTRUCTION DOCUMENTS
03/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		10% SCHEMATIC DESIGN SUBMISSION

PROJECT NO. 17029  
 DRAWN BY: GF SF  
 CHK'D BY:

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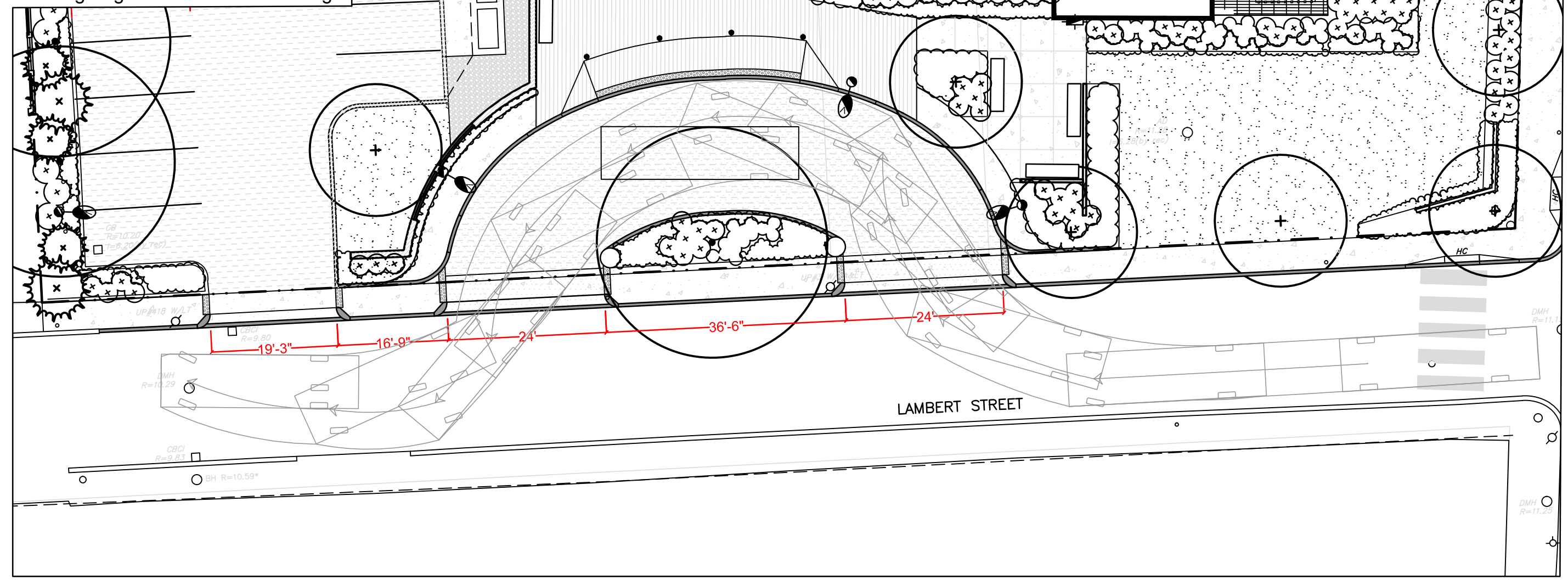
SHEET TITLE



**MH**

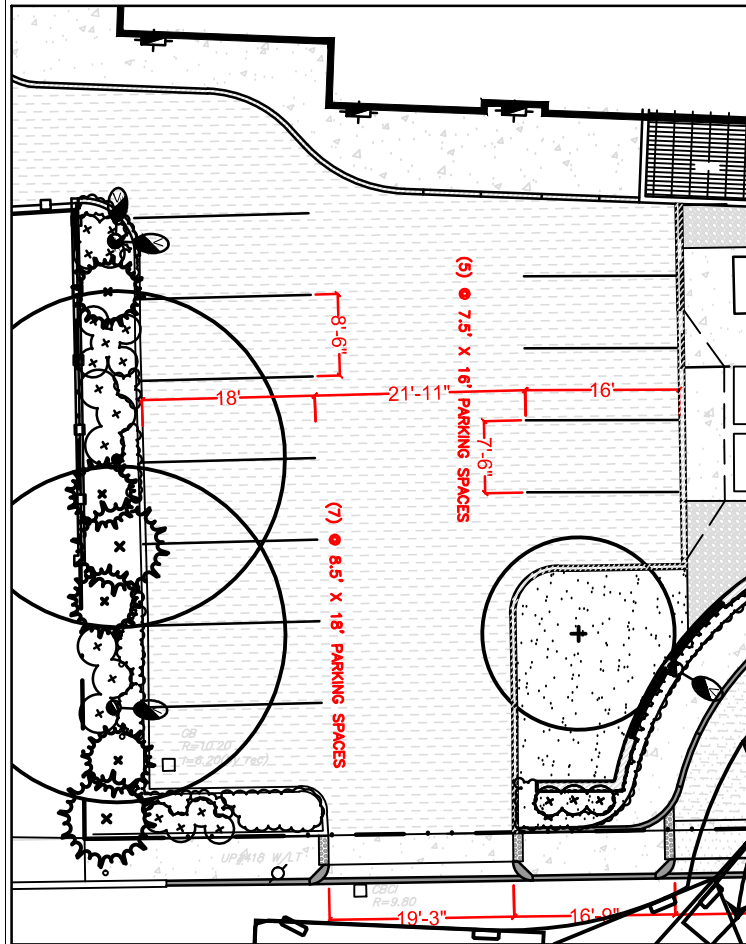
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Width: : 8.01  
 Trac□ : 8.01  
 Loc□ to Loc□ Time: : 6.0 s  
 Steering Angle: : 33.8 deg



LAMBERT ST ENTRY CURB CUT DIAGRAM  
 SCALE 1/16"=1'-0"

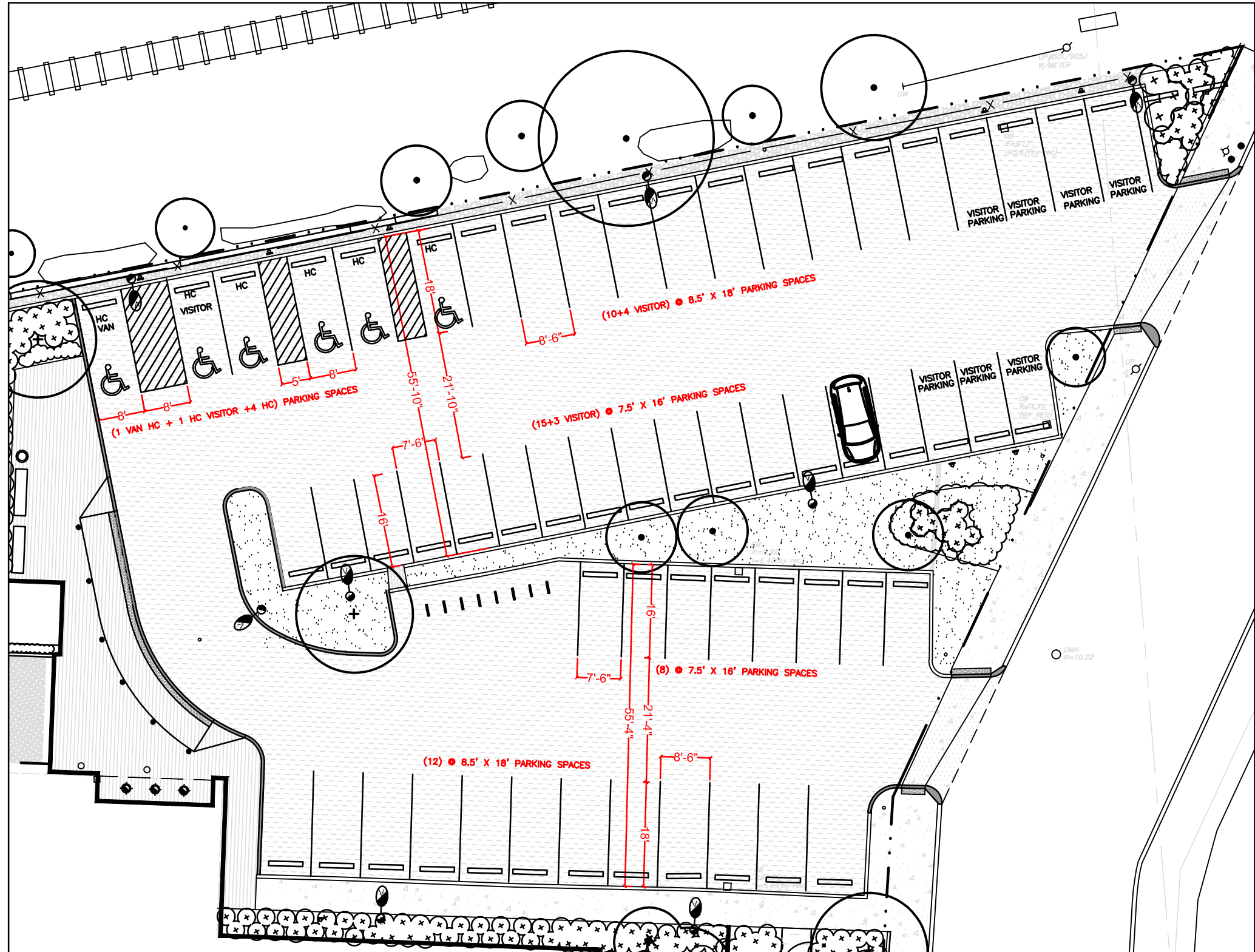
NOT FOR CONSTRUCTION



	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
<b>TOTAL PARKING SPACE</b>	<b>70</b>

EXISTING CONDITIONS:  
 (7) HANDICAP SPACES AND (66) PARKING SPACES.

**PARKING SPACE DIAGRAM**  
 SCALE 1" = 20'



NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
05/11/18		COMPREHENSIVE PERMITS SUBMISSION
05/14/18		100% CONSTRUCTION DOCUMENTS
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 17029  
 DRAWN BY: GF SF  
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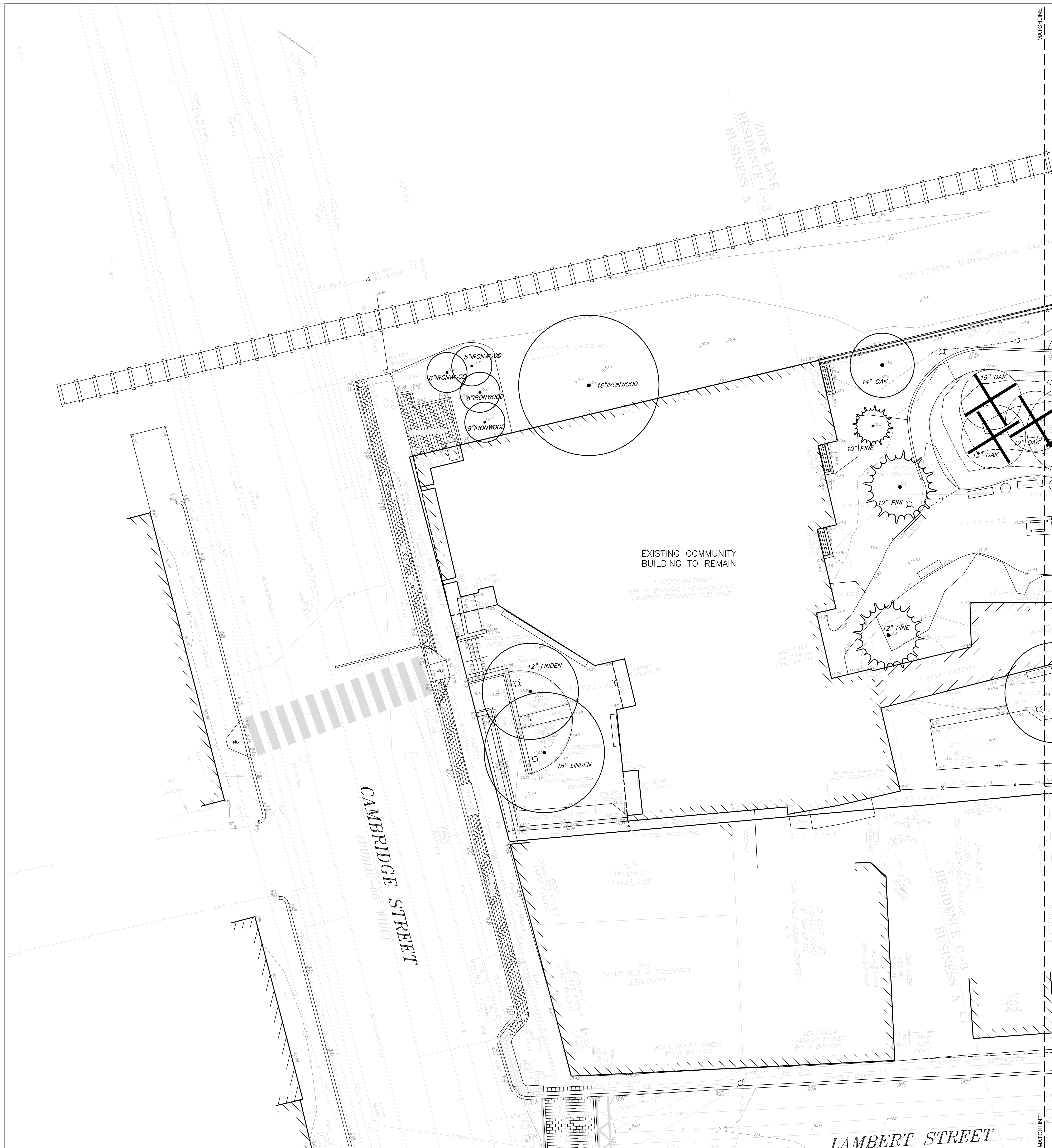
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05/18/18		100% CONSTRUCTION DOCUMENTS
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		90% SCHEMATIC DESIGN SUBMISSION

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SHEET TITLE  
**EXISTING TREE REMOVAL**

**L101**



EXISTING TREE REMOVAL-  
 COURTYARD/ NEW COMMUNITY CENTER

QTY	CALIPER INCHES	SPECIES
(3)	14"	OAK
(2)	16"	OAK
(2)	13"	OAK
(3)	12"	OAK
(1)	8"	OAK
(1)	4"	RIVER BIRCH

TOTAL CALIPER INCHES OF TREE  
 REMOVED IN COURTYARD: 148"

EXISTING TREE REMOVAL- PARKING LOT

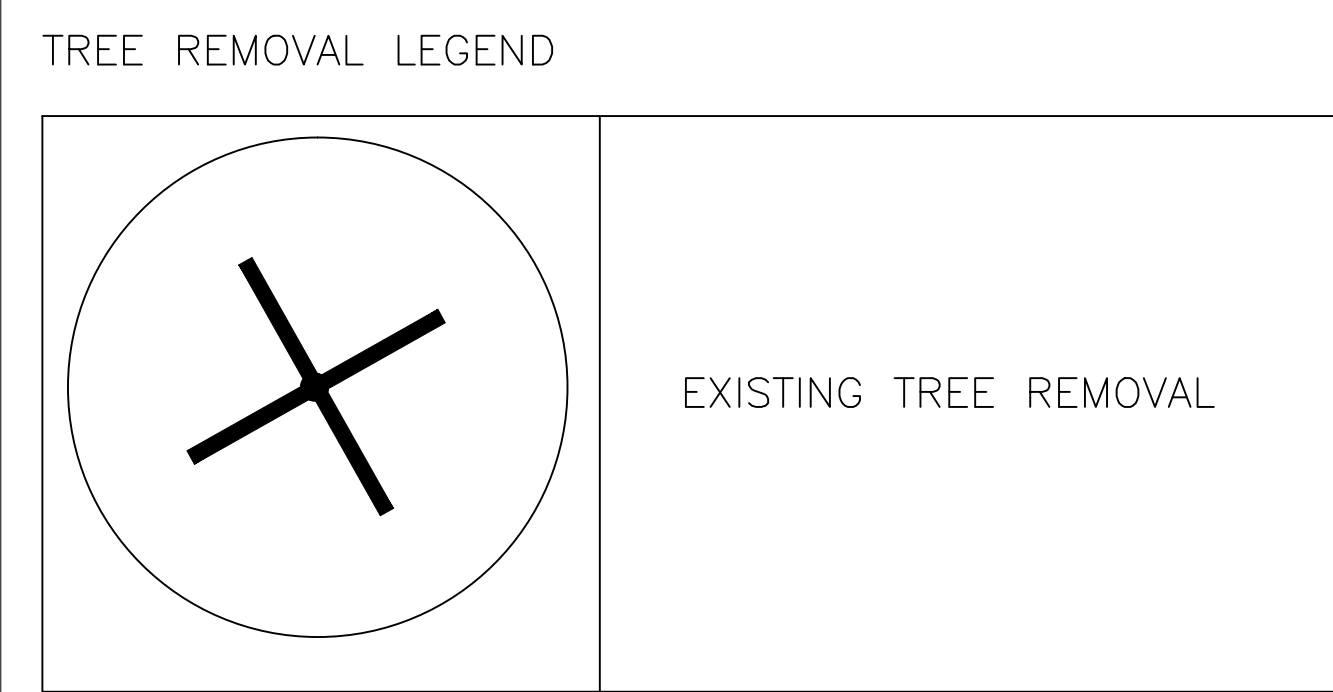
QTY	CALIPER INCHES	SPECIES
(2)	12"	OAK
(1)	24"	LINDEN
(1)	12"	LINDEN
(2)	8"	LINDEN

TOTAL CALIPER INCHES OF TREE  
 REMOVED IN PARKING LOT: 76"

EXISTING TREE REMOVAL- LAMBERT ST

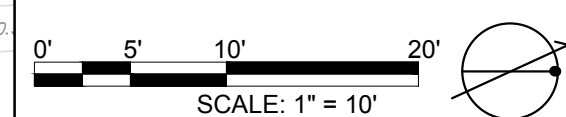
QTY	CALIPER INCHES	SPECIES
(1)	28"	SYCAMORE
(2)	26"	SYCAMORE
(2)	24"	SYCAMORE
(1)	19"	SYCAMORE
(1)	14"	LINDEN
(1)	15"	LINDEN
(1)	16"	LINDEN

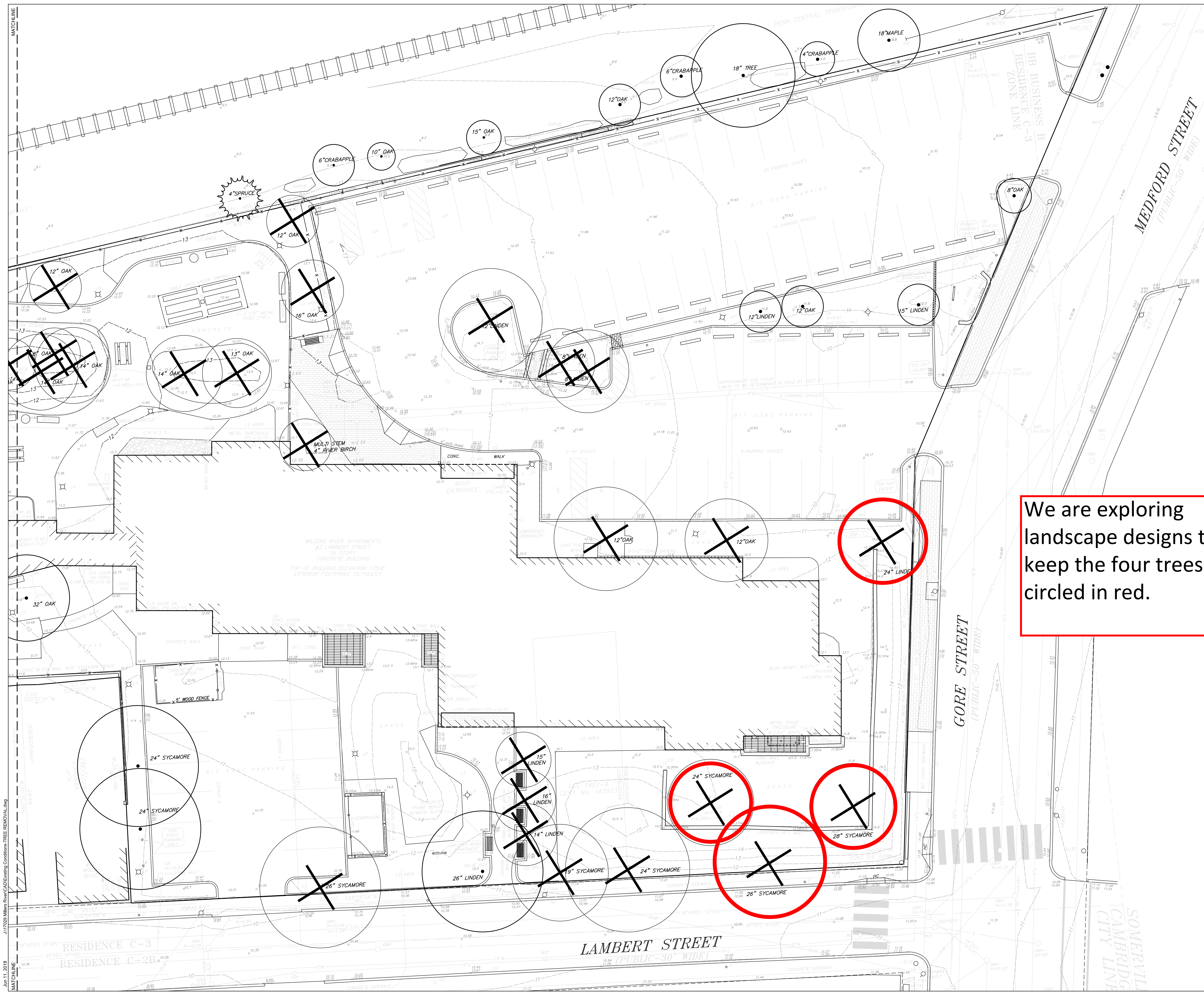
TOTAL CALIPER INCHES OF TREE  
 REMOVED ON LAMBERT ST: 192"



TOTAL CALIPER INCHES OF TREES REMOVED ON ENTIRE  
 SITE : 416", REFER TO L5.1 FOR TOTAL CALIPER INCHES  
 OF PROPOSED TREES

NOT FOR CONSTRUCTION





We are exploring landscape designs to keep the four trees circled in red.

NOT FOR CONSTRUCTION

CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS  
REVITALIZATION**  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT SUBMISSION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

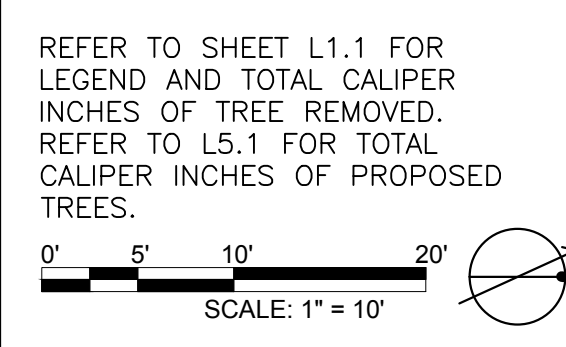
PROJECT NO: 17029  
DRAWN BY: GF SF  
CHKD BY:

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SHEET TITLE

EXISTING TREE  
REMOVAL

L102







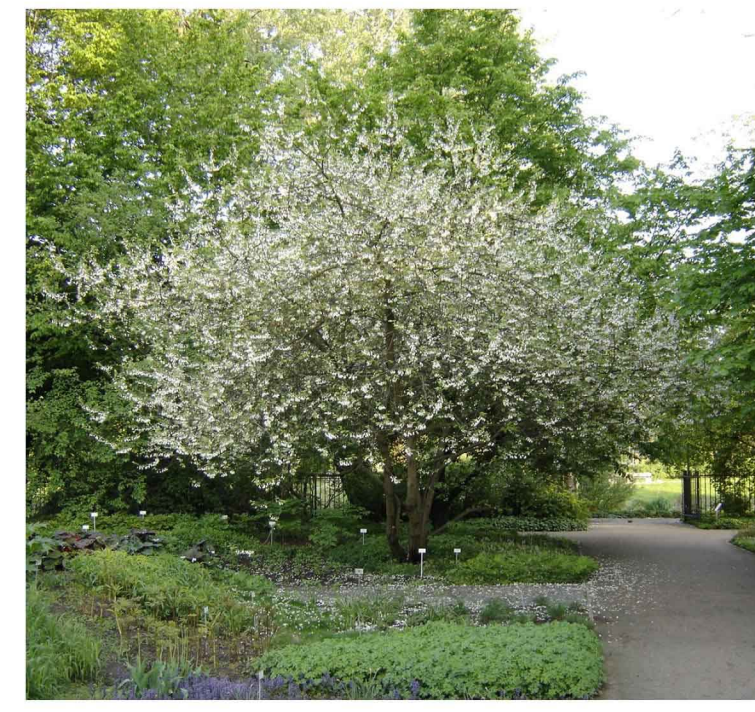
Amelanchier arborea  
Serviceberry



Cercidiphyllum japonica  
Katsura tree



Pinus strobus 'Fastigiata'  
Fastigate white pine



Halesia  
Silverbell



Crataegus cruss-galli  
Thronless Hawthorn



Platanus acerifolia  
London Planetree



Cercis canadensis  
Redbud



Chionanthus virginicus  
Fringetree



Cladrastis lutea  
Yellowwood



Myrica pensylvanica  
Northern Bayberry



Ilex glabra  
Inkberry



Ilex verticillata  
Winterberry



Viburnum dentatum  
Arrowwood



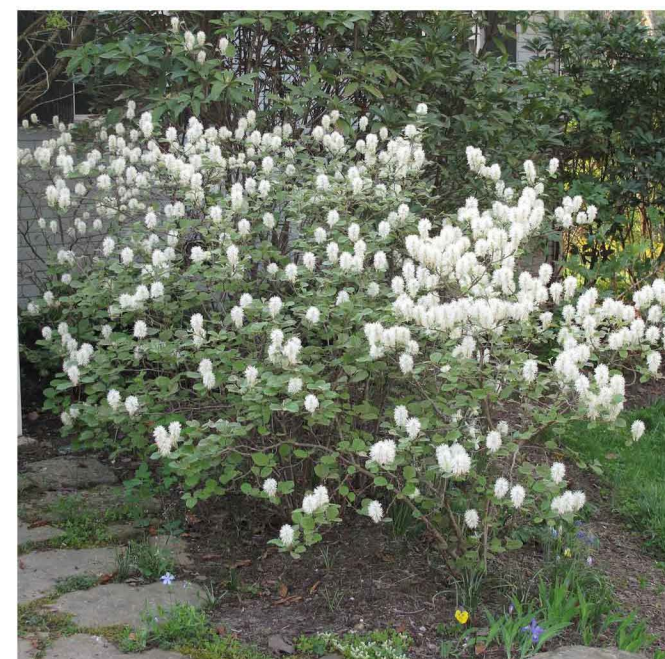
Viburnum plicatum f. tomentosum  
Doublefile Viburnum



Buxus sempervirens  
Boswood



Euonymus radicans  
Spreading Euonymous



Fothergilla gardenii  
Dwarf Fothergilla



Azalea sp.  
Azalea



Comptonia peregrina  
Sweetfern



Deutzia gracilis 'nana'  
Dwarf deutzia



Campsis radicans  
Cow itch vine



Epimedium youngianum 'niveum'  
White barrenwort



Epimedium sulphureum  
Yellow barrenwort



Hosta sieboldiana  
Blue hosta



Hakonechloa macra  
Green weeping love grass



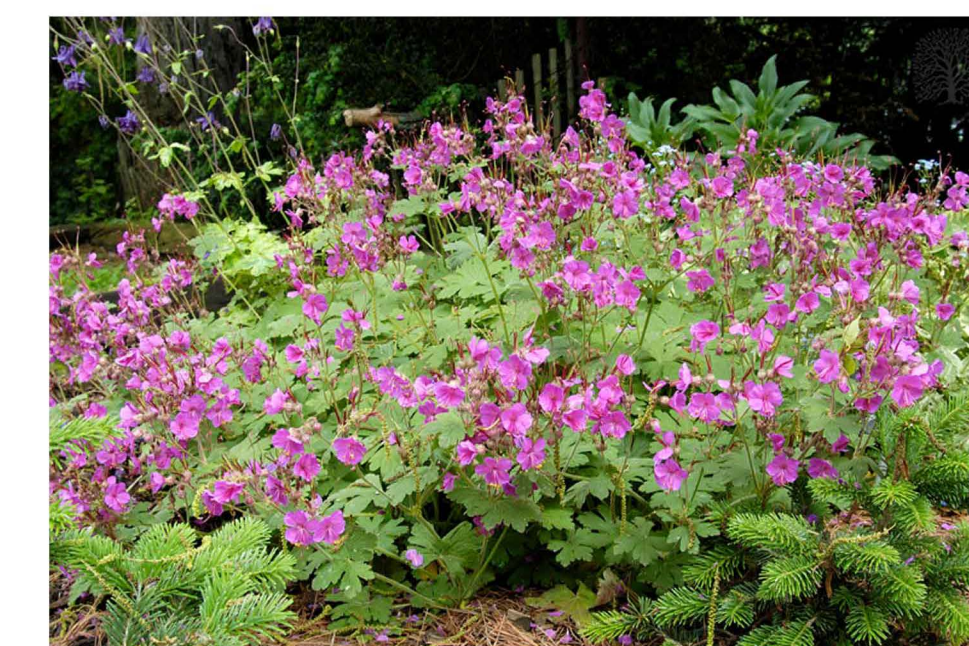
Hemerocallis happy return  
Yellow repeat daylily



Geranium bikovo  
Bikovo Geranium



Tricyrtis empress  
White toad lily



Geranium macrorrhizum bevan's  
Bevan geranium



Polystichum acrostichoides  
Christmas Fern

## Millers River Apartment Landscape Materials Board- Planting

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MILLERS RIVER APARTMENTS REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY 15 LAMBERT STREET, CAMBRIDGE, MA 02141

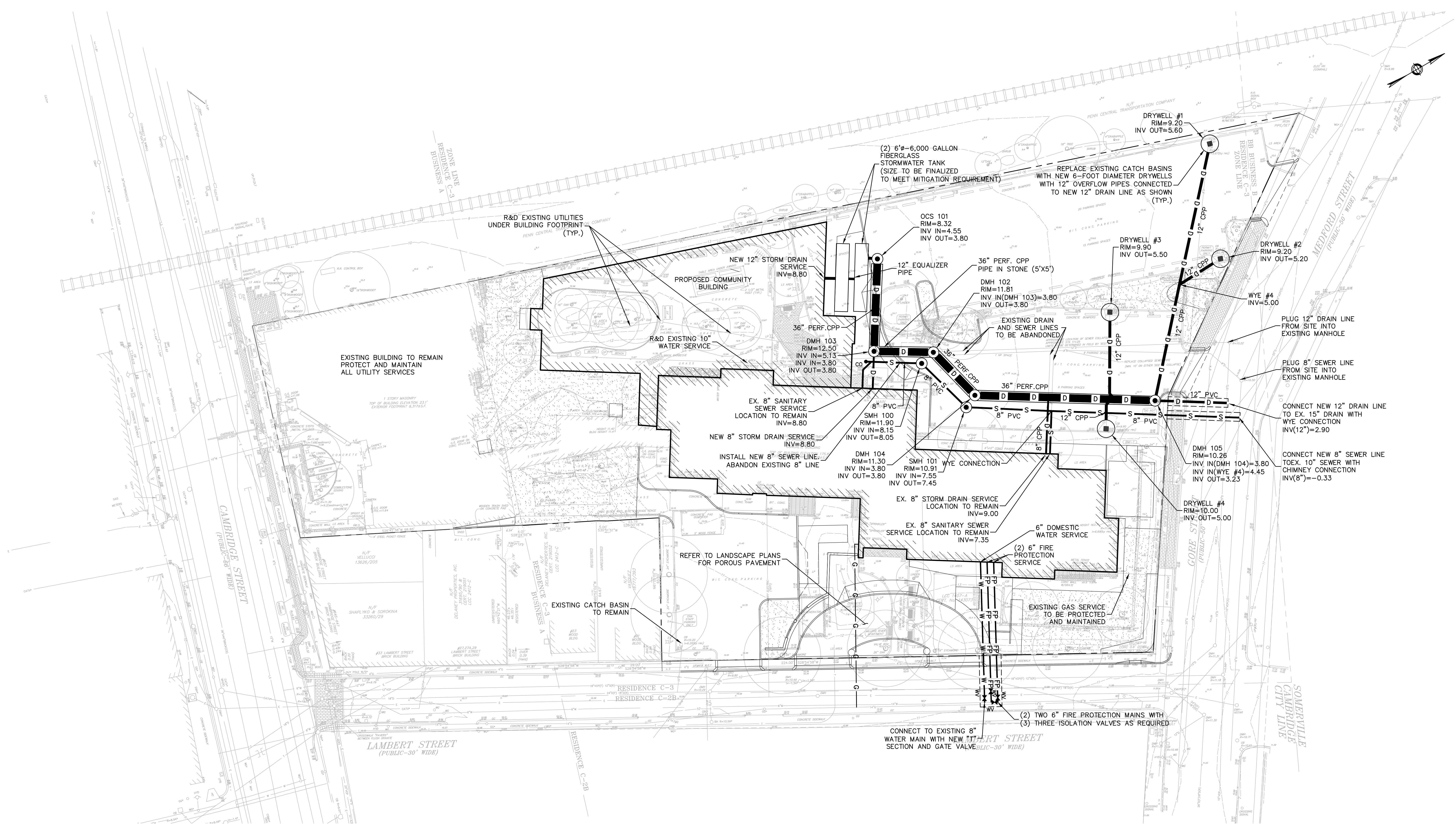
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04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: MRD  
CHKD BY: AAG

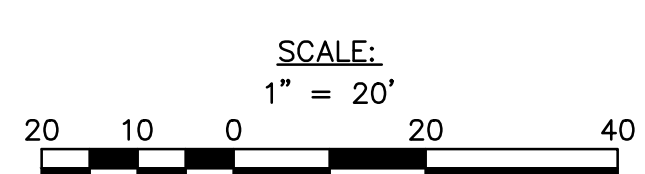
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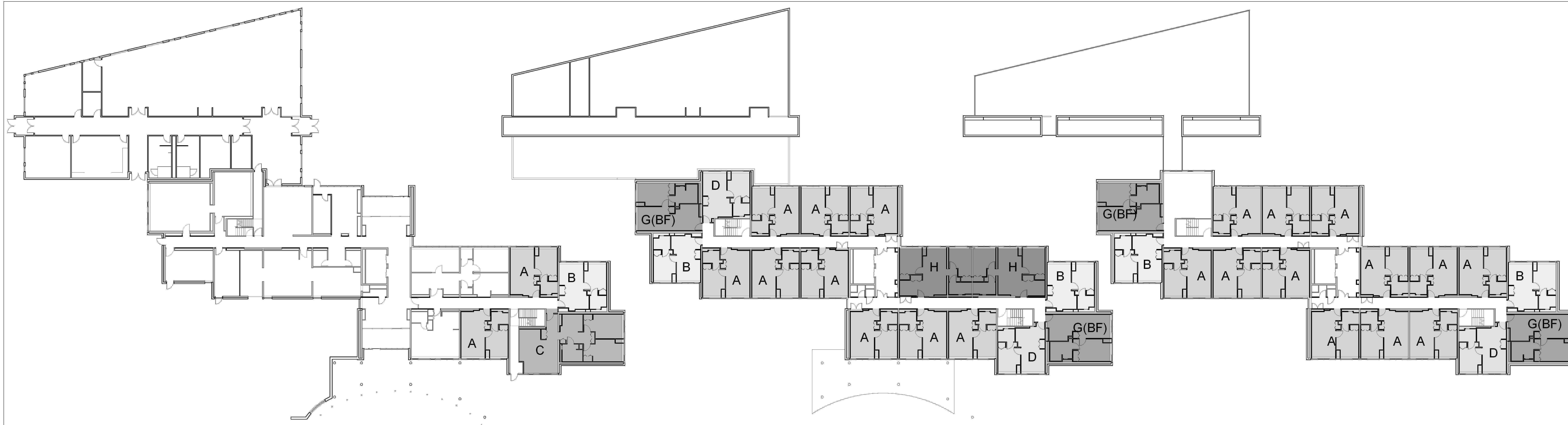
SHEET TITLE  
SITE UTILITY  
PLAN

C100



NOTE:  
1. SEE SHEET C000 FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS

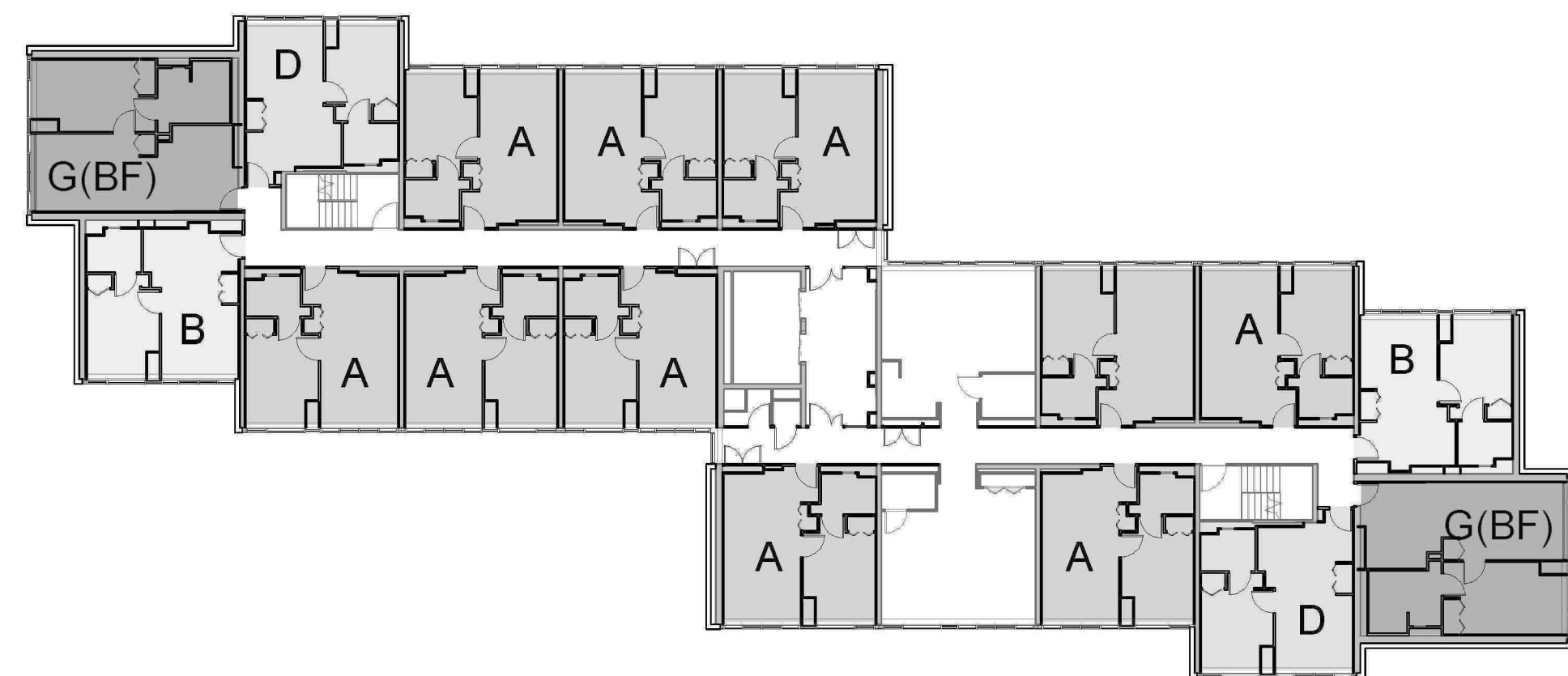




1 LEVEL 01 KEY PLAN

2 LEVEL 02 KEY PLAN

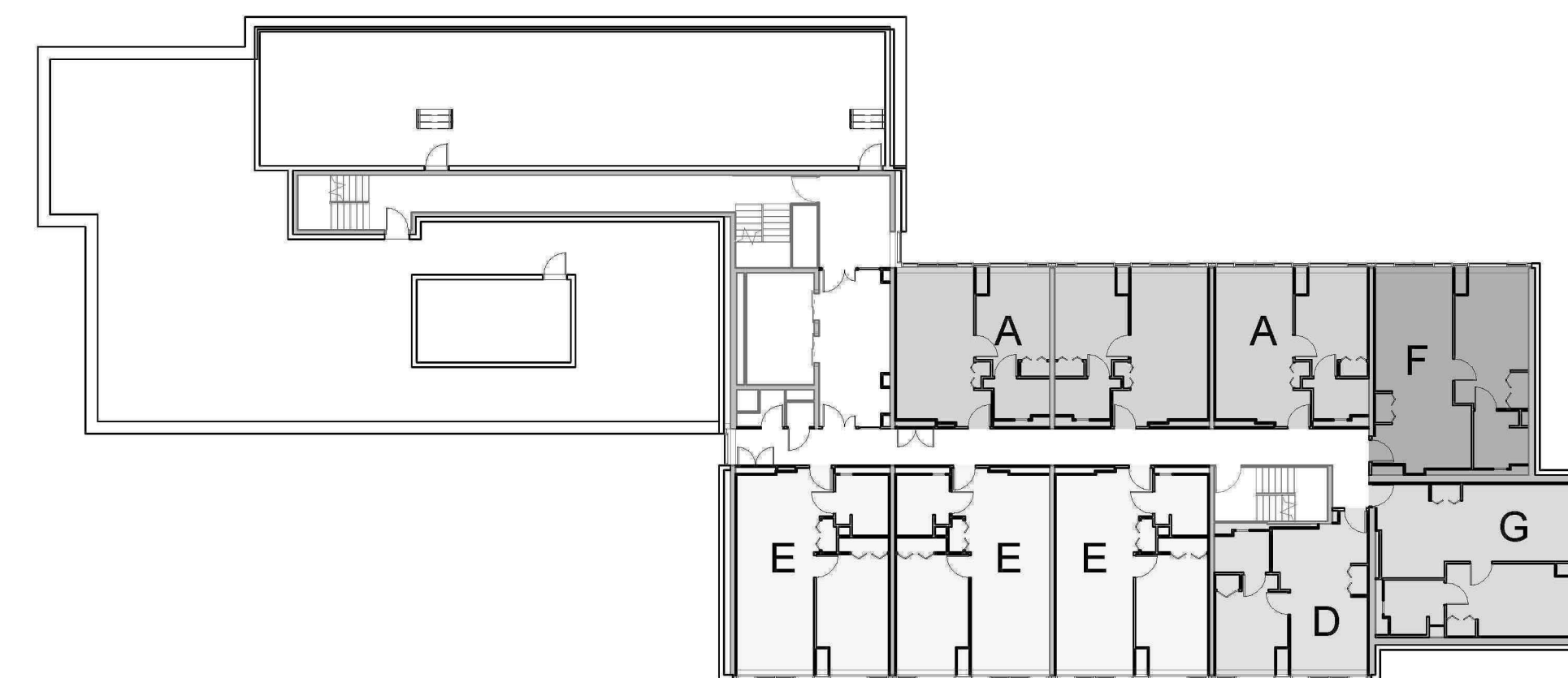
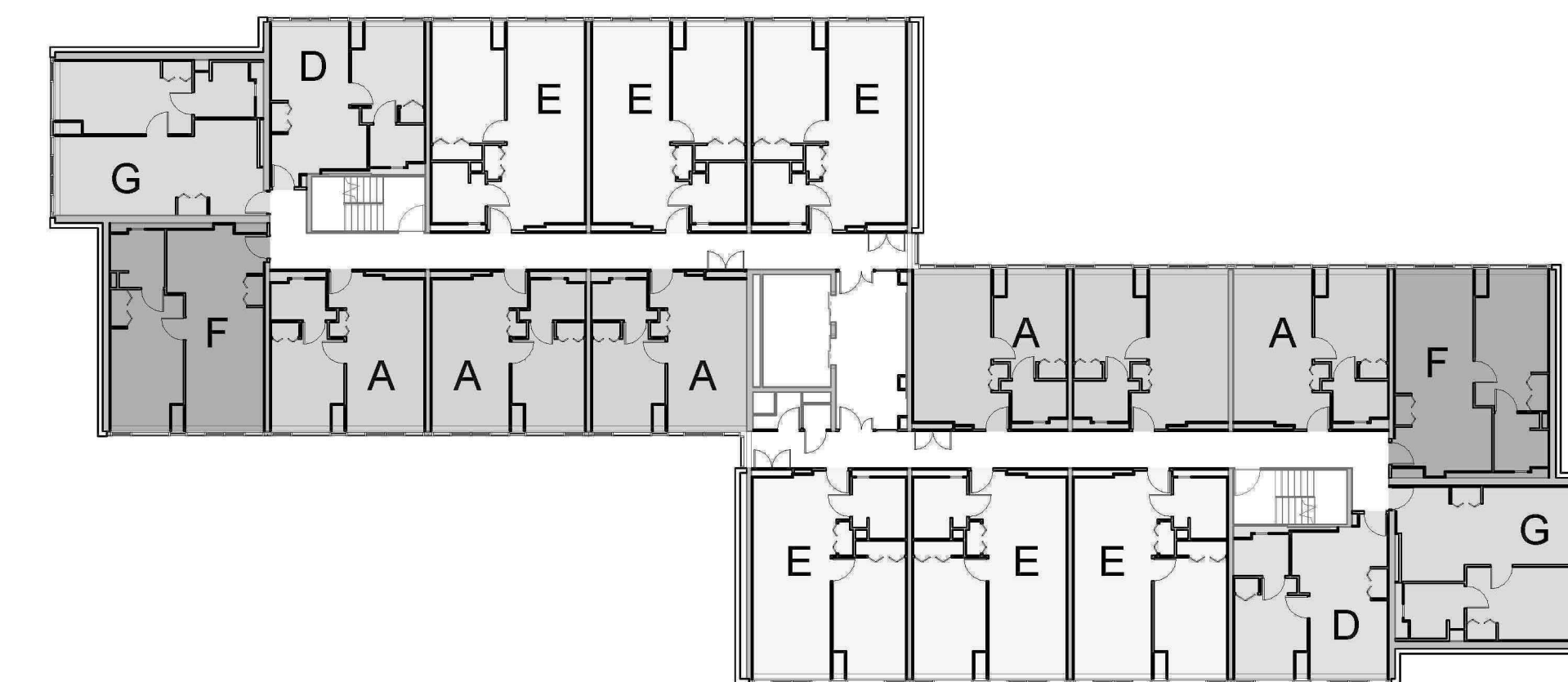
3 LEVEL 03-05, 07-08 KEY PLAN



4 LEVEL 06 KEY PLAN

5 LEVEL 09-11 KEY PLAN

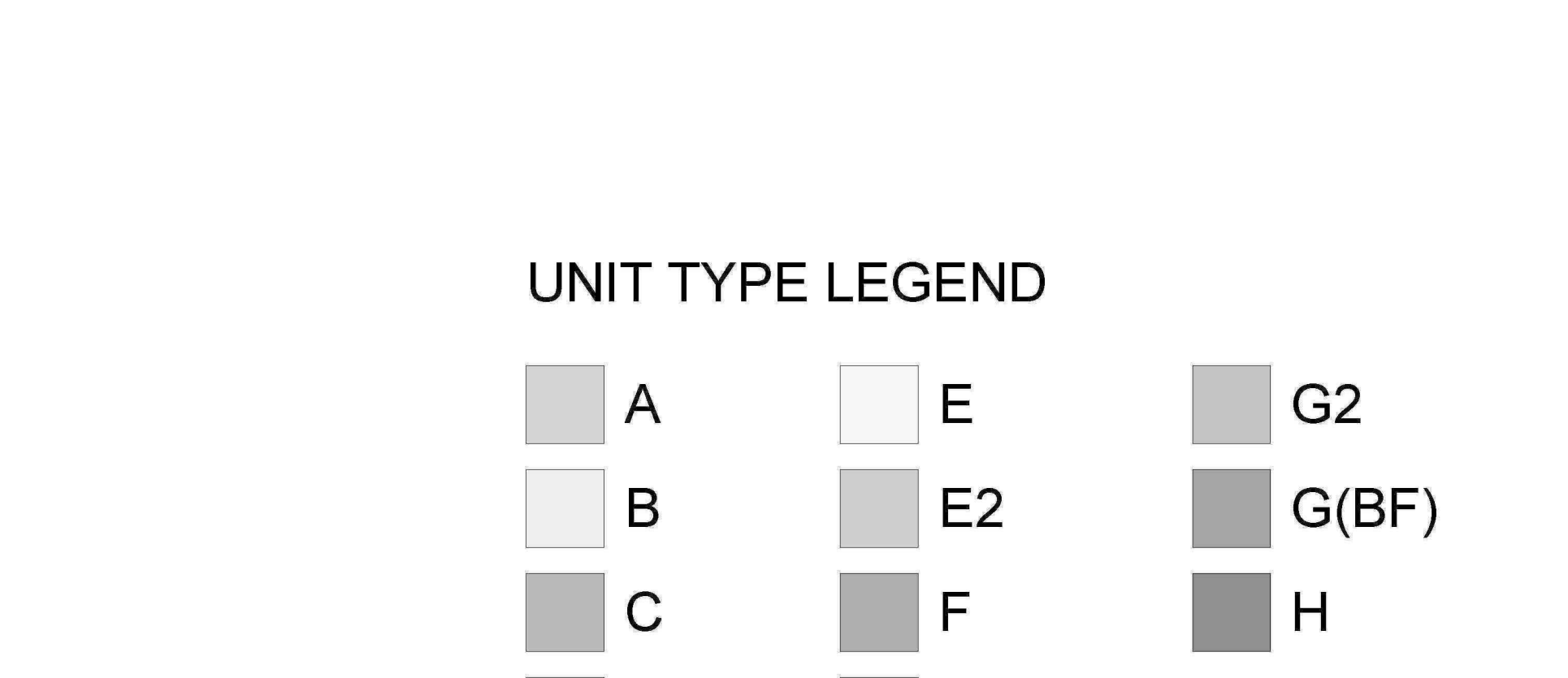
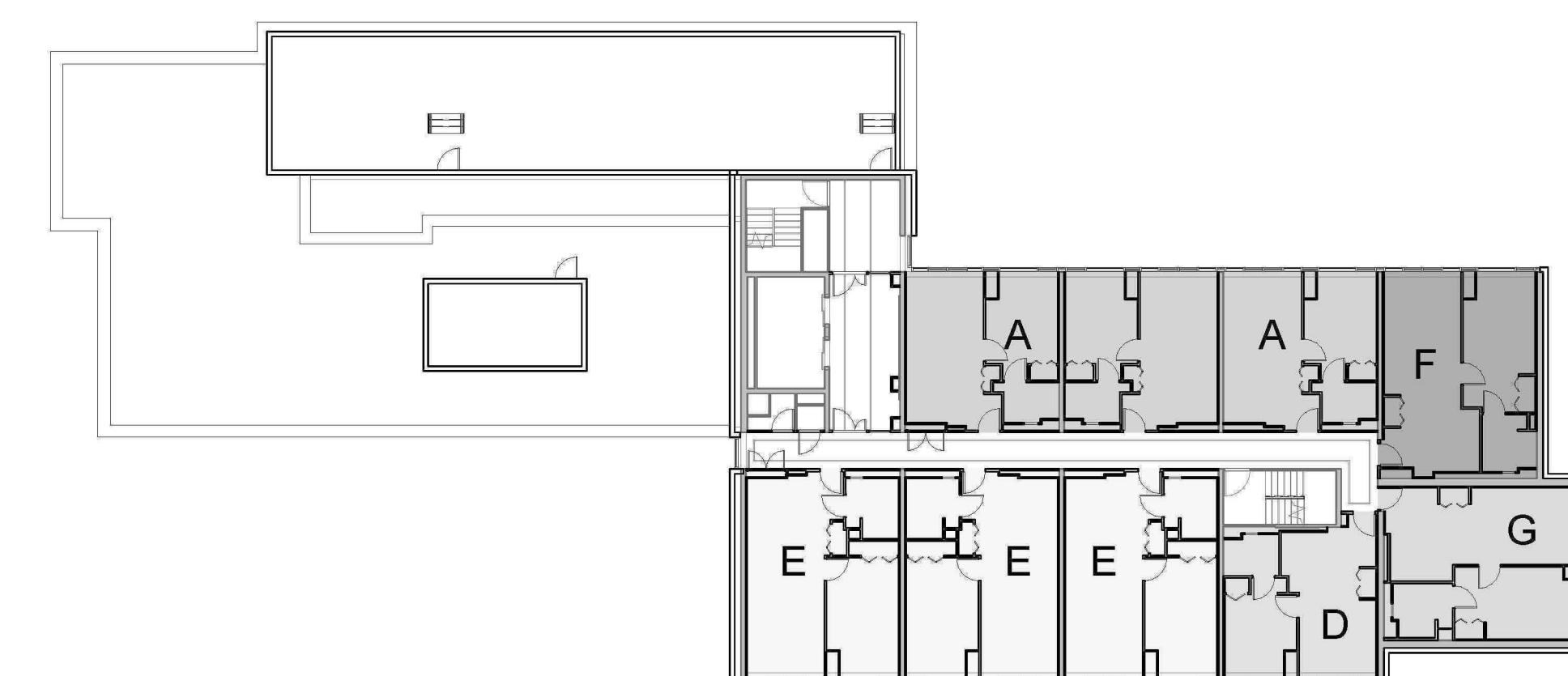
6 LEVEL 12-13 KEY PLAN



7 LEVEL 14 KEY PLAN

8 LEVEL 15-16 KEY PLAN

9 LEVEL 17 KEY PLAN



10 LEVEL 18-19 KEY PLAN

UNIT TYPE LEGEND

A	E	G2
B	E2	G(BF)
C	F	H
D	G	

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MILLERS RIVER APARTMENTS  
REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY

15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
007/1/18		COMPREHENSIVE PERMIT APPLICATION
008/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO:  
DRAWN BY:  
CHKD BY: MC - KD

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SHEET TITLE  
PROPOSED UNIT  
KEY PLANS

A000

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

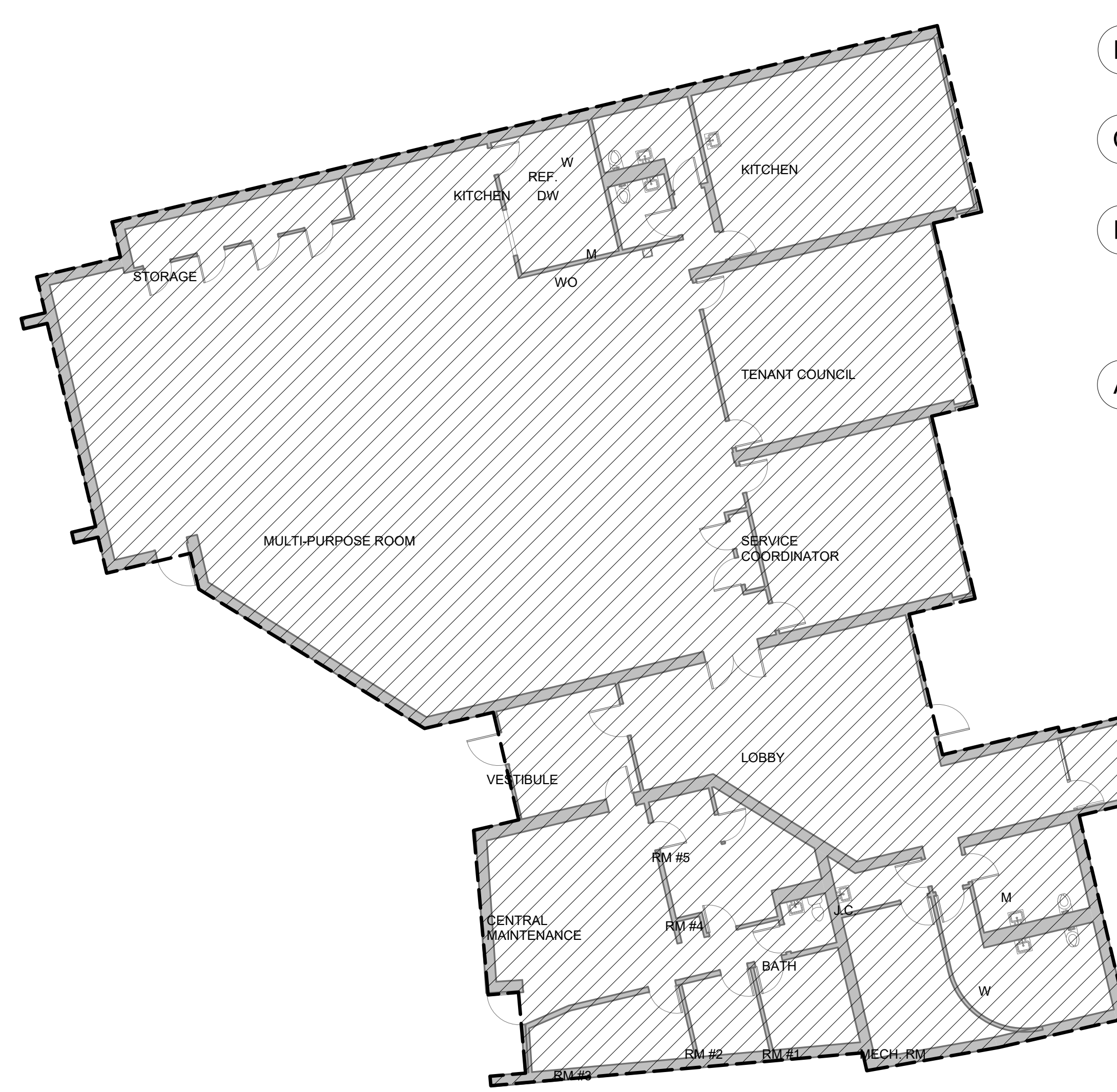
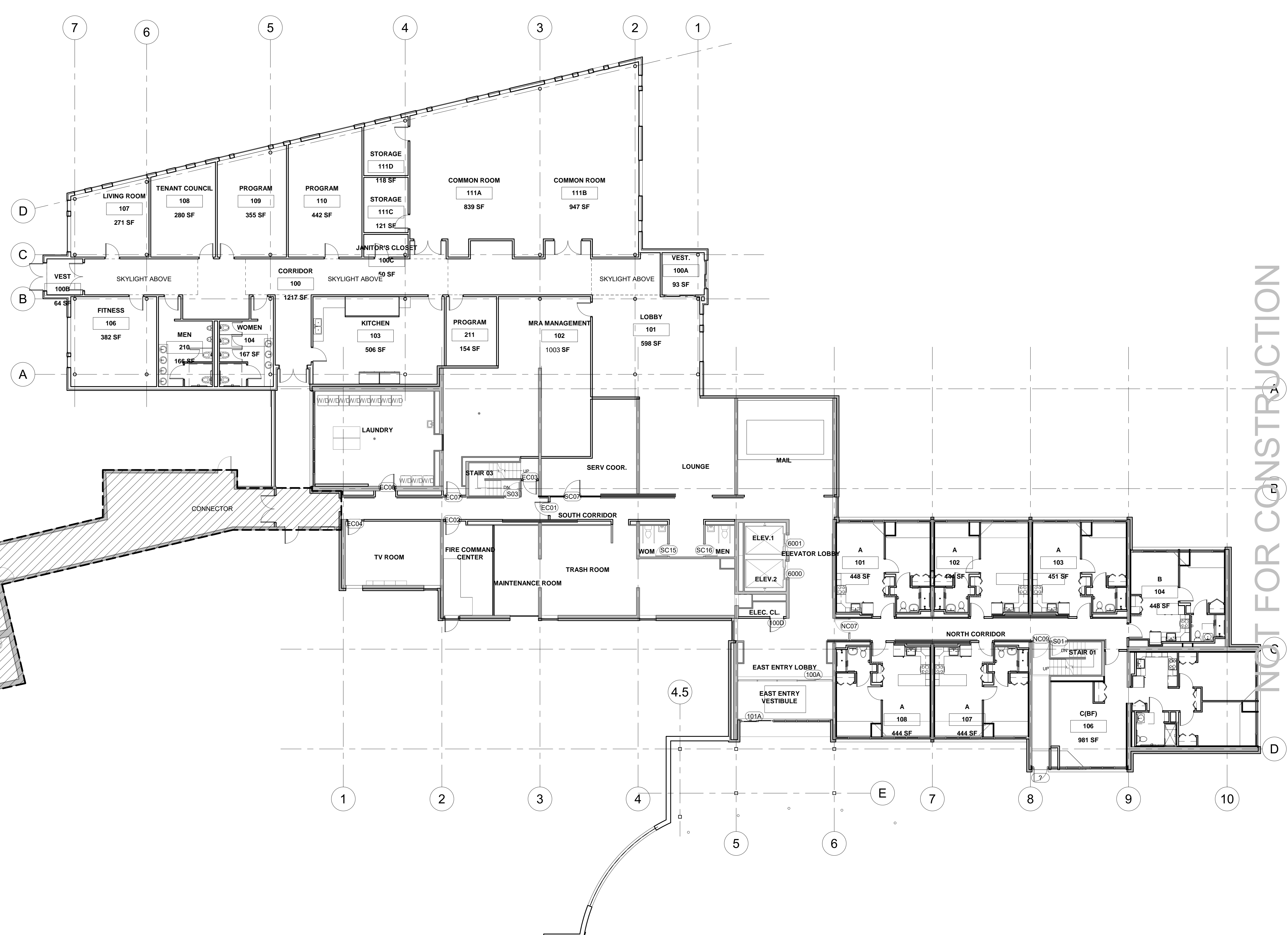
DRAWN BY:

CHKD BY: MC - KD

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SHEET TITLE  
LEVEL 01  
PROPOSED  
FLOOR PLAN -  
OVERALL

A001/ALT



1 LEVEL 01 PROPOSED FLOOR PLAN - BOTH EXISTING & NEW CONSTRUCTION  
3/32" = 1'-0"

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SHEET KEYNOTE SCHEDULE

GENERAL FLOOR PLAN NOTES

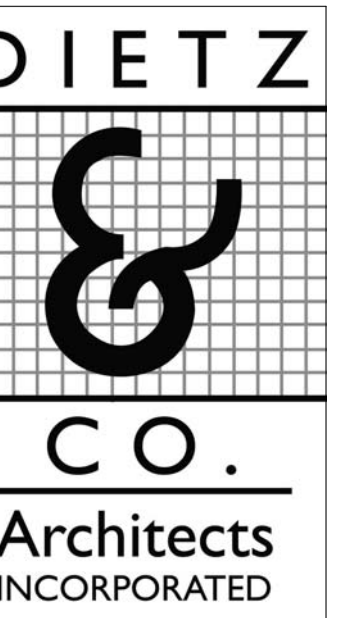
GENERAL FLOOR PLAN NOTES

GENERAL FLOOR PLAN NOTES

- DO NOT SCALE PLANS. FIELD VERIFY AND COORDINATE IN THE FIELD DIMENSIONS AND CONDITIONS SHOWN. VERIFY CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.
- LAY OUT NEW PARTITIONS PRIOR TO ROUGH FRAMING AND REVIEW WITH ARCHITECT PRIOR TO FRAMING WALLS. VERIFY STRUCTURE LOCATIONS AND COORDINATE WITH STUD LAYOUT.
- DIMENSIONS ARE FROM FACE OF WOOD STUD OR MASONRY UNLESS NOTED OTHERWISE. DIMENSIONS ARE FROM CENTERLINE OF METAL STUDS UNLESS NOTED OTHERWISE.
- KITCHEN AND BATHROOM DIMENSIONS SHALL TAKE PRECEDENCE OVER OTHER DIMENSIONS UNLESS NOTED OTHERWISE.
- AT PENETRATIONS THROUGH FIRE RATED ASSEMBLIES, PROVIDE ADDITIONAL BLOCKING, FIRESTOPPING, AND/OR FIRESAFING AT BOTH SIDES OF ASSEMBLY TO MAINTAIN FIRE RATING AS REQUIRED BY CODE.
- PROVIDE ACCESS PANELS AS REQUIRED AT WALL AND CEILING LOCATIONS FOR ACCESS TO DUCTWORK, PIPING, VALVES, CLEANOUTS, AND OTHER CONCEALED ITEMS. WHERE ACCESS PANELS ARE REQUIRED IN FIRE RATED ASSEMBLIES, PROVIDE FIRE RATED ACCESS PANELS OF EQUAL RATING TO THE ASSEMBLY. COORDINATE LOCATIONS WITH M/E/P AND FP DRAWINGS.

- PROVIDE BLOCKING FOR WALL MOUNTED CABINETS, SHELVES, TOILET ACCESSORIES, AND FIXTURE COMPONENTS. COORDINATE LOCATIONS WITH ARCHITECTURAL FLOOR PLANS AND INTERIOR ELEVATIONS, AND ACCESSIBILITY REQUIREMENTS DEMONSTRATED IN THE GENERAL DRAWINGS.
- PROVIDE SEPARATION AT DISSIMILAR METALS AND MATERIALS TO PREVENT GALVANIC ACTION.
- CLOSETS SHALL BE 2'-0" MIN. CLEAR DEPTH WITH (1) SHELF & (1) ROD. REFER TO ACCESSIBILITY REQUIREMENTS FOR SHELF AND ROD MOUNTING HEIGHTS IN BARRIER FREE UNITS.
- LINE CLOSETS SHALL HAVE (6) 15-INCH SHELVES, EQUALLY SPACED. REFER TO ACCESSIBILITY REQUIREMENTS FOR SHELF MOUNTING HEIGHTS IN BARRIER FREE UNITS. REFER TO SPECIFICATION SECTION 10XXXX FOR ADDITIONAL INFORMATION.
- WIRING (CONDUITS, ETC.) TO BE CONCEALED. NO SURFACE WIRING SHALL BE INSTALLED IN FINISHED AREA. SEE ELECTRICAL PLANS.
- PAINT EXPOSED SURFACES EXCEPT WHERE FINISH SCHEDULES INDICATE THAT A SURFACE OR MATERIAL IS NOT TO BE PAINTED OR IS TO REMAIN NATURAL. IF THE FINISH SCHEDULE DOES NOT SPECIFICALLY MENTION AN ITEM OR SURFACE, FINISH THE ITEM OR SURFACE THE SAME AS SIMILAR ADJACENT MATERIALS.
- KITCHEN APPLIANCES ARE OWNER FURNISHED CONTRACTOR INSTALLED (OFCI). WASHERS AND DRYERS ARE NOT IN CONTRACT. WHERE PLANS INDICATE A WASHER AND DRYER, THE CONTRACTOR SHALL PROVIDE HOOKUPS AT THE LOCATION.

- SEE SHEET G-003 FOR TYPICAL PLUMBING, ELECTRICAL, ARCHITECTURAL, MECHANICAL, ACCESSORIES AND MOUNTING HEIGHTS.
- ALL STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS SHOWN IN THE ARCHITECTURAL DRAWINGS ARE DEPICTED FOR GENERAL REPRESENTATION AND SHALL NOT TAKE PRECEDENCE OVER THE ENGINEER'S DRAWINGS. IF DISCREPANCIES EXIST BETWEEN THE ARCHITECTURAL AND ENGINEERING DRAWINGS, NOTIFY THE ARCHITECT.
- WORK SHOWN IS NEW CONSTRUCTION UNLESS SPECIFICALLY INDICATED EXISTING.
- DO NOT UNDERMINE EXISTING BUILDING FOUNDATION WHILE EXCAVATING. THE CONTRACTOR SHALL VERIFY EXISTING FOOTING DEPTH IN AREAS OF INTENDED EXCAVATION.
- WHERE A NEW WALL IS A CONTINUATION OF AN EXISTING WALL, POSITION NEW WALL FRAMING SO THAT FINISH SURFACES SHALL BE FLUSH.
- NEW FINISHES AND PAINTING LIMITED TO THE ROOMS DESIGNATED IN THE EXTENT OF WORK. UNLESS OTHERWISE NOTED.
- AT FLOORS SCHEDULED TO RECEIVE NEW FLOORING, FILL AND PATCH HOLES, LOW SPOTS, AND OTHER DAMAGED AREAS. LEVEL FLOORS AS REQUIRED TO PROVIDE A SMOOTH AND LEVEL SURFACE FOR NEW FLOORING.



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

CONSULTANT

STAMP

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MILLERS RIVER APARTMENTS  
REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

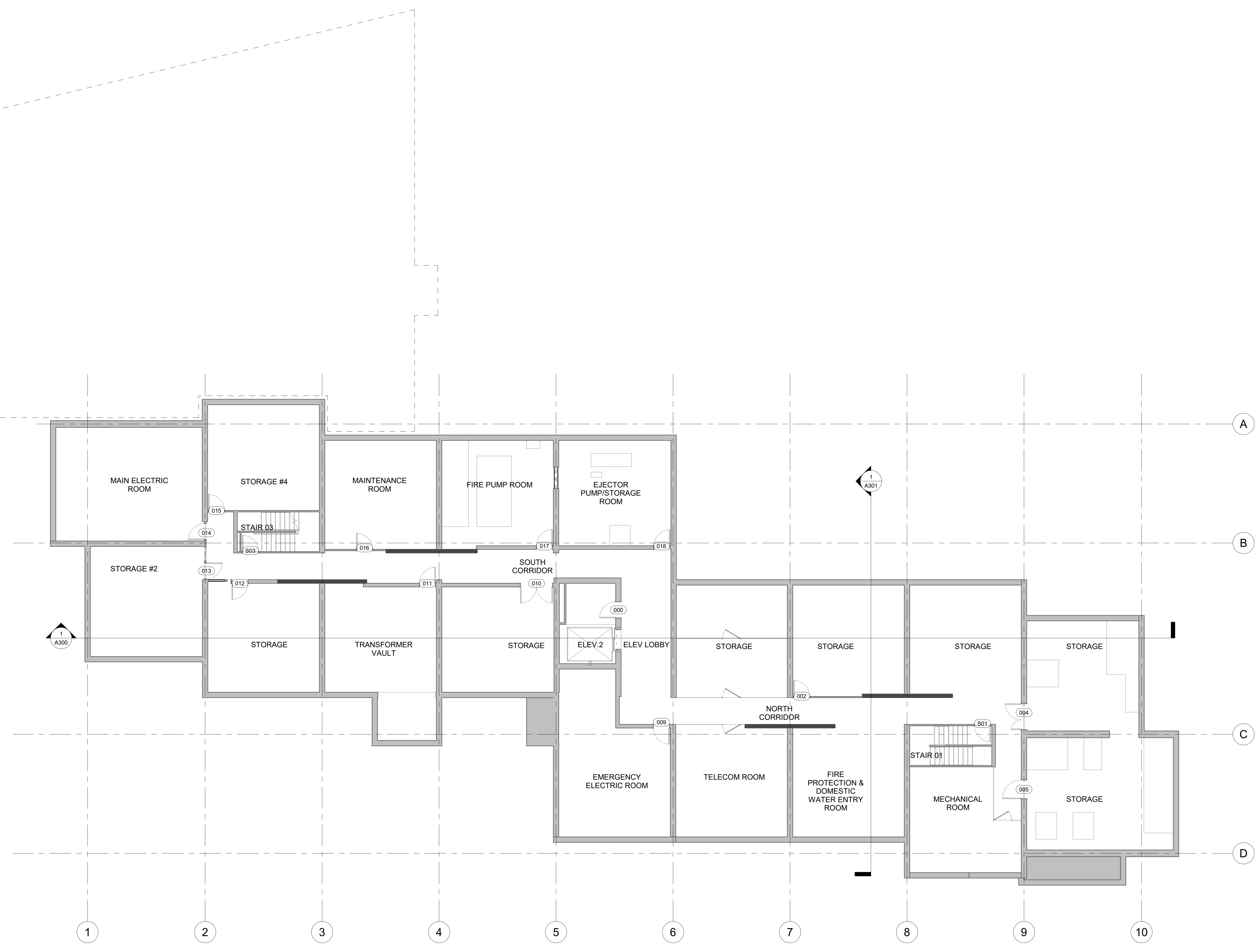
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002/18		100% SCHEMATIC DESIGN SUBMISSION
003/18		100% SCHEMATIC DESIGN SUBMISSION
004/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: JC  
CHKD BY: MC

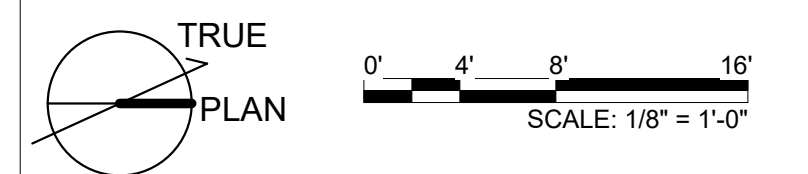
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SHEET TITLE  
PROPOSED FLOOR PLAN - LEVEL 00

A100



1 LEVEL 00 FLOOR PLAN  
1/8" = 1'-0"



CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS  
REVITALIZATION**  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
08/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

DRAWN BY:

CHKD BY: MC - KD

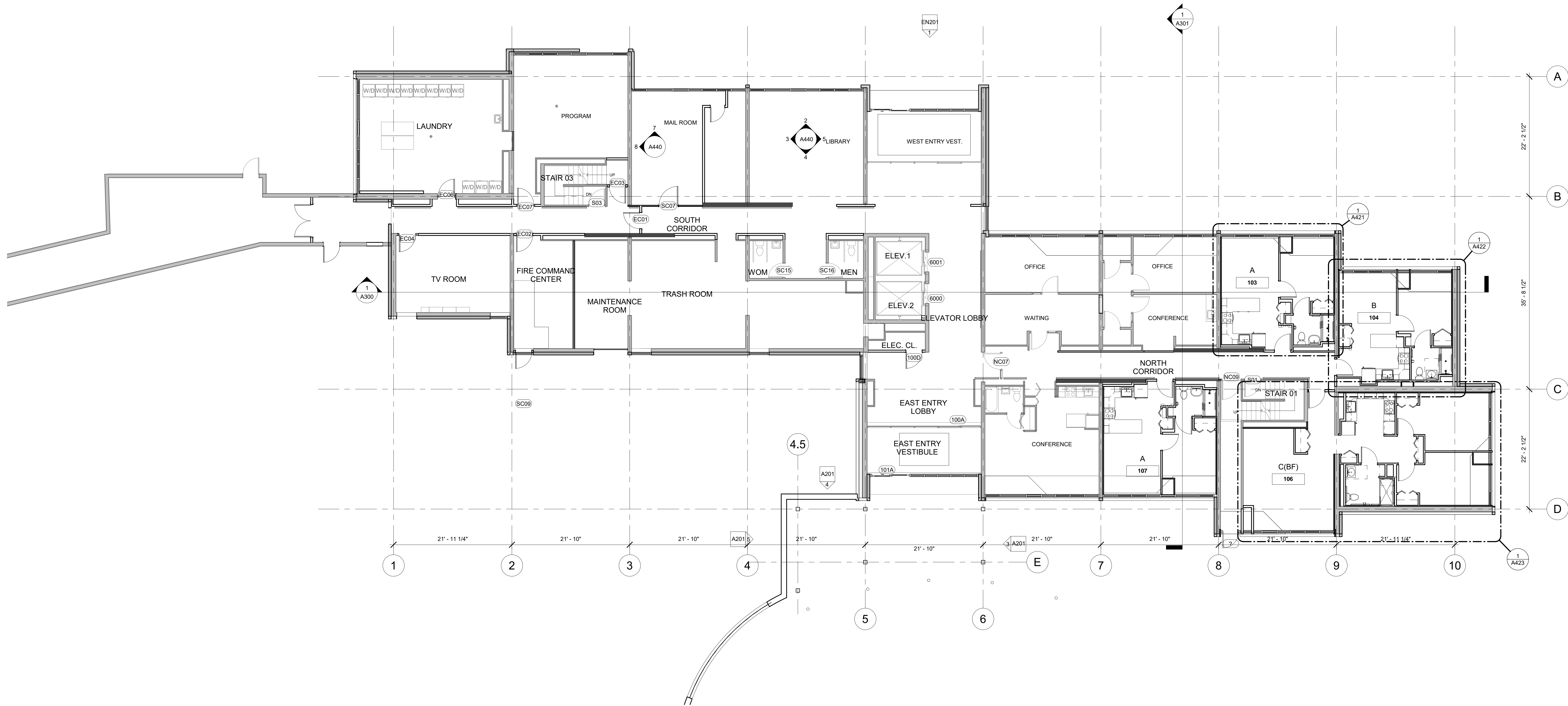
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SHEET TITLE

PROPOSED  
FLOOR PLAN -  
LEVEL 01

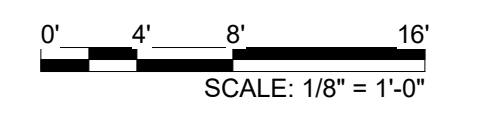
A101

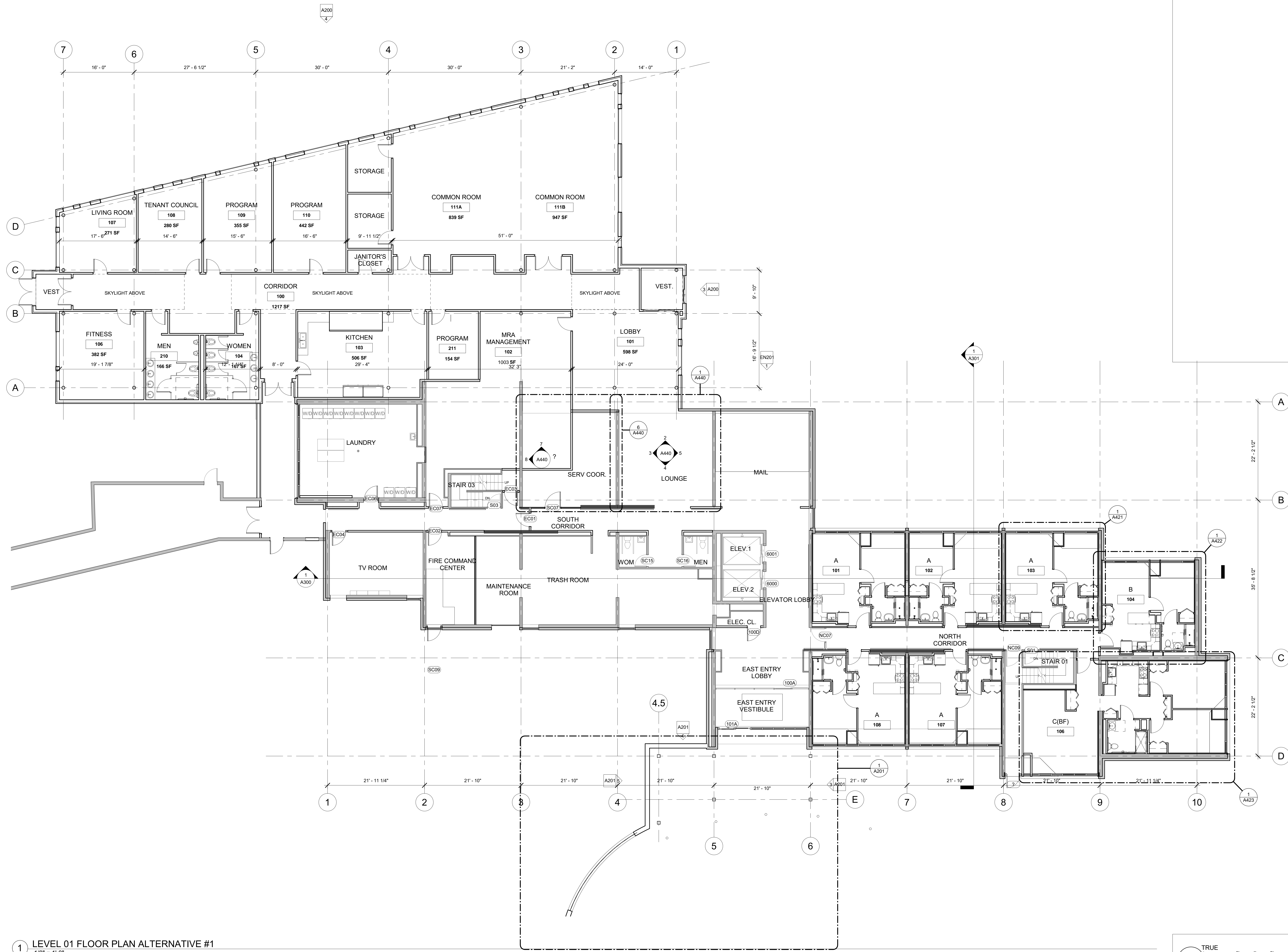
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**1 LEVEL 01 FLOOR PLAN**  
1/8" = 1'-0"





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**MILLERS RIVER APARTMENTS**  
 REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

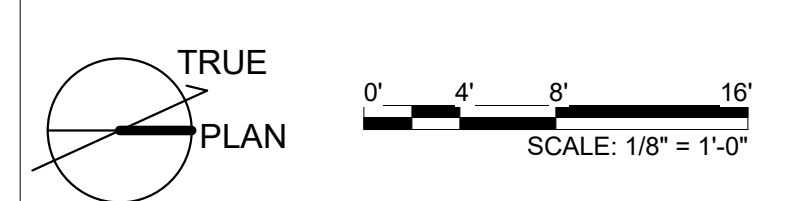
PROJECT NO: 21726  
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 CHKD BY: MC - KD

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SHEET TITLE  
**PROPOSED FLOOR PLAN ALTERNATE #1 - LEVEL 01**

**A101ALT**

**1 LEVEL 01 FLOOR PLAN ALTERNATIVE #1**  
 1/8" = 1'-0"



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MILLERS RIVER APARTMENTS REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY 15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
05/18/18		10% CONSTRUCTION DOCUMENTS
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

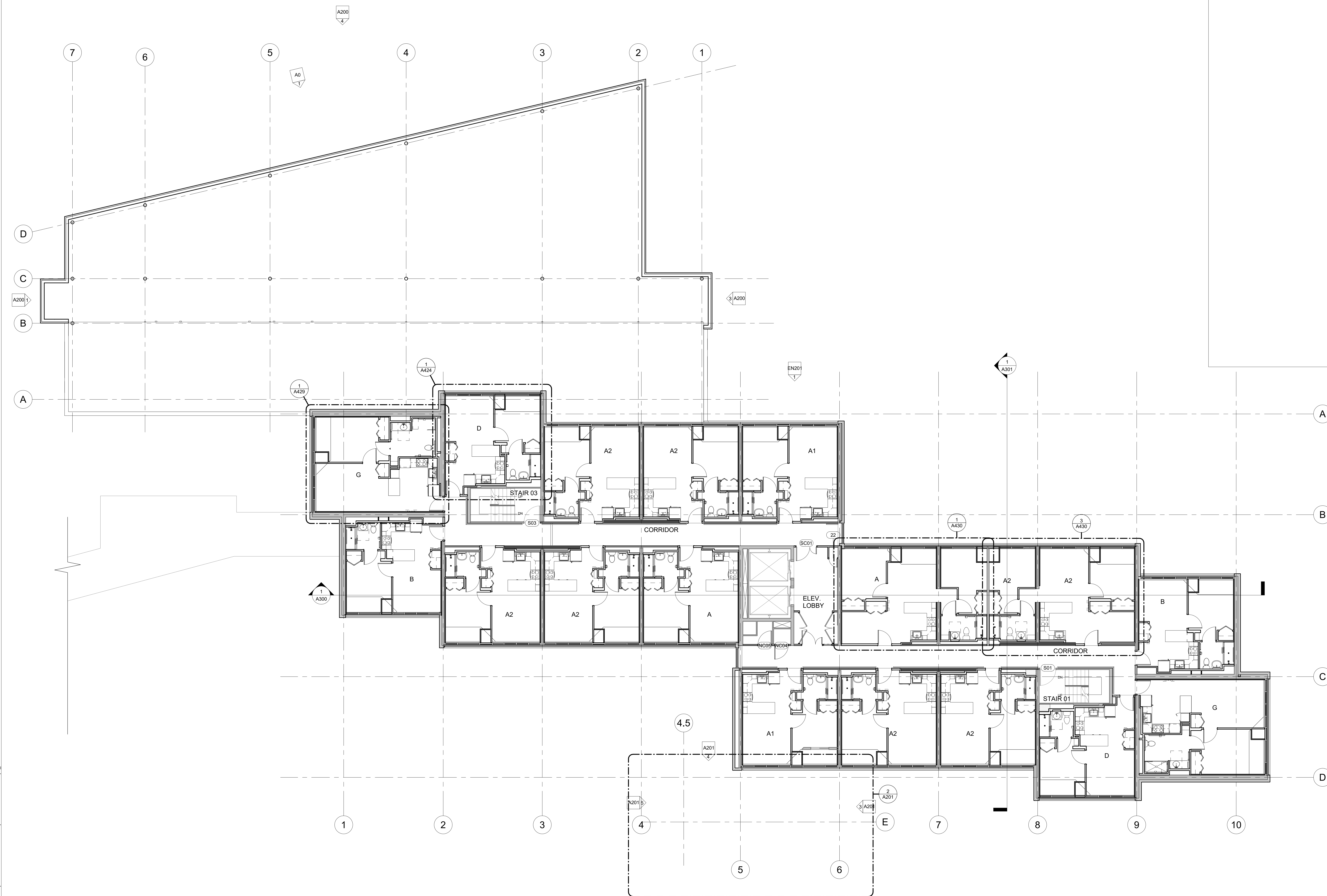
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CHKD BY: MC - KD

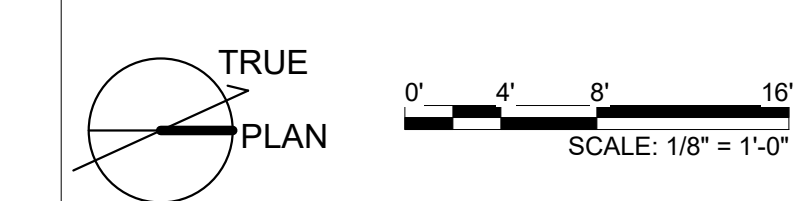
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SHEET TITLE PROPOSED FLOOR PLAN - ALTERNATE #1 - LEVEL 02

A102ALT



1 LEVEL 02 FLOOR PLAN 1/8" = 1'-0"





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MILLERS RIVER APARTMENTS  
 REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

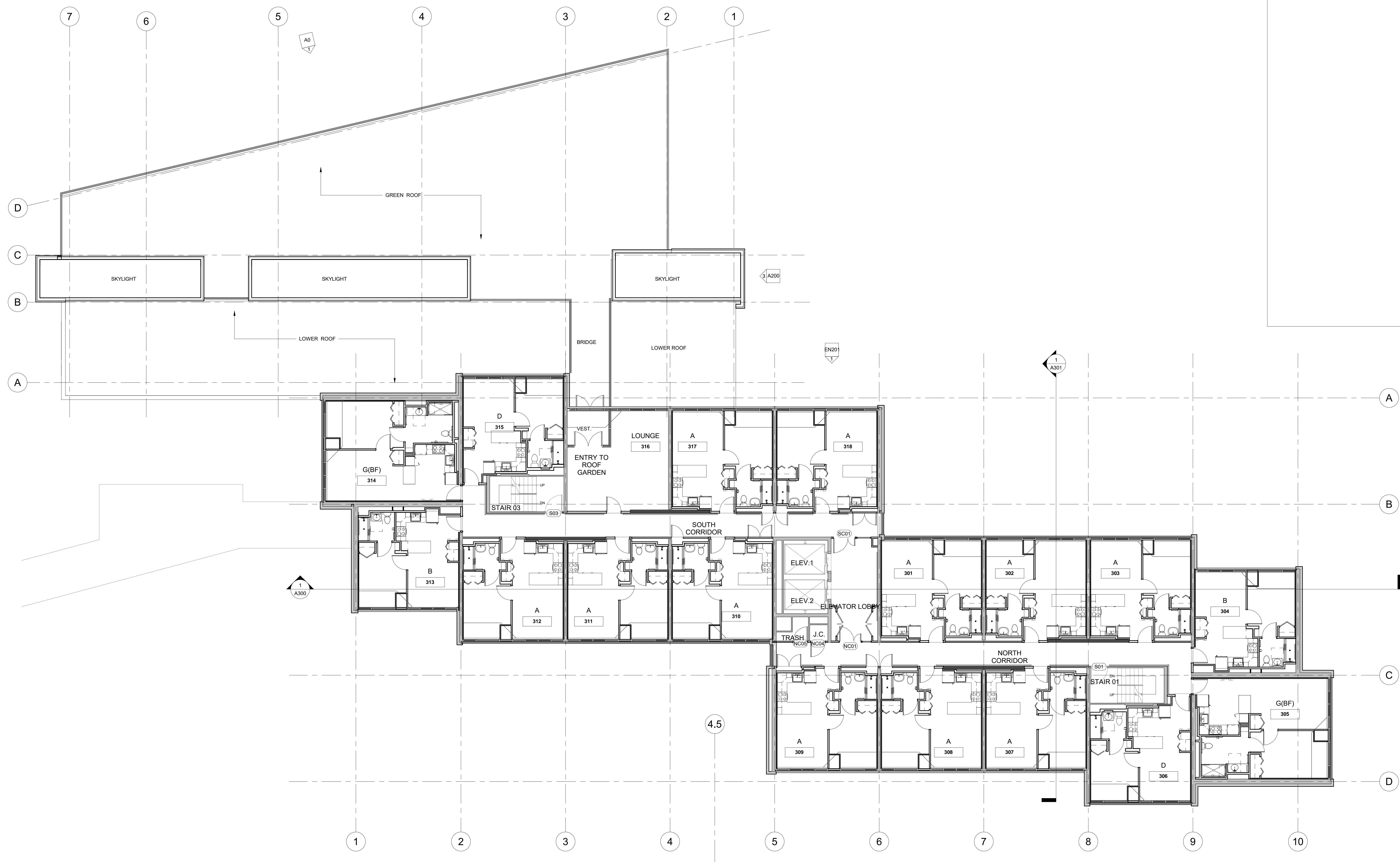
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05/04/18		100% SCHEMATIC DESIGN SUBMISSION
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PROJECT NO: 21726  
 DRAWN BY: JC  
 CHKD BY: MC - KD

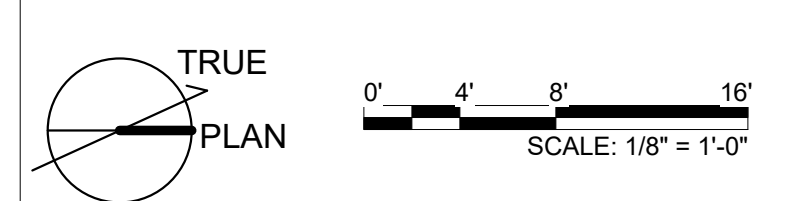
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SHEET TITLE  
 PROPOSED  
 FLOOR PLAN -  
 LEVEL 03

A103/ALT



1 LEVEL 03 FLOOR PLAN  
 1/8" = 1'-0"



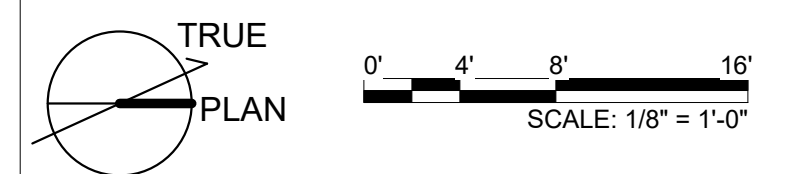
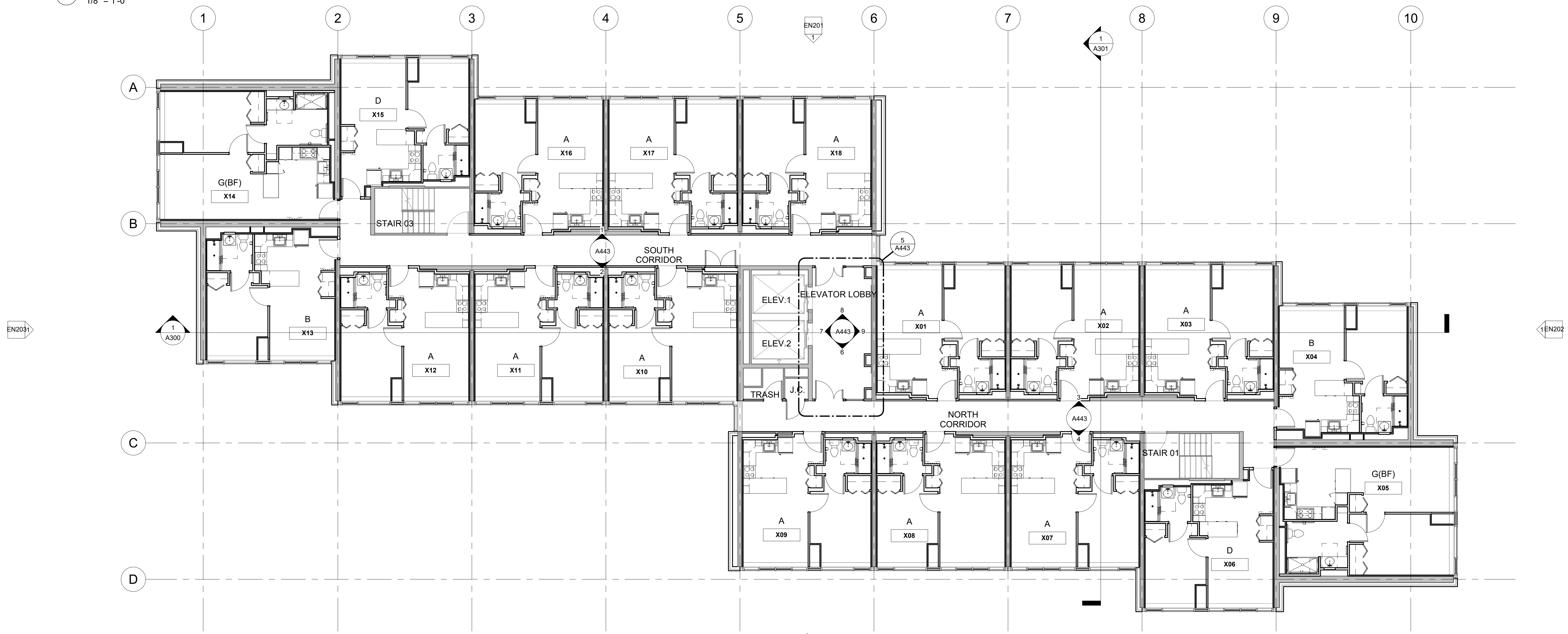
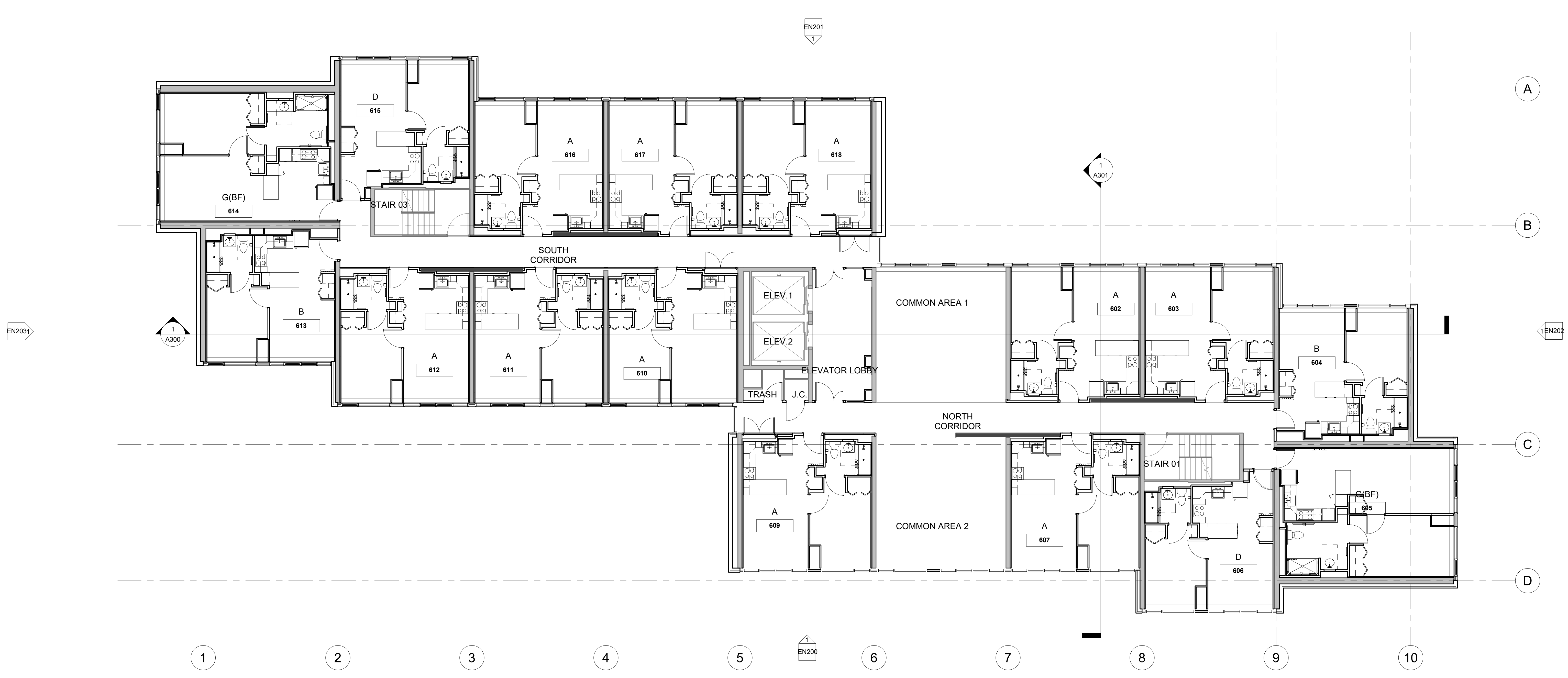
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007/17	08/17/17	COMPREHENSIVE PERMIT APPLICATION
008/17	09/04/17	100% SCHEMATIC DESIGN SUBMISSION
009/17	04/20/18	50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
 DRAWN BY: JC  
 CHKD BY: MC

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SHEET TITLE  
**PROPOSED  
 FLOOR PLAN -  
 LEVEL 04-08**

NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION

MILLERS RIVER APARTMENTS  
 REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
 15 LAMBERT STREET, CAMBRIDGE, MA, 02141

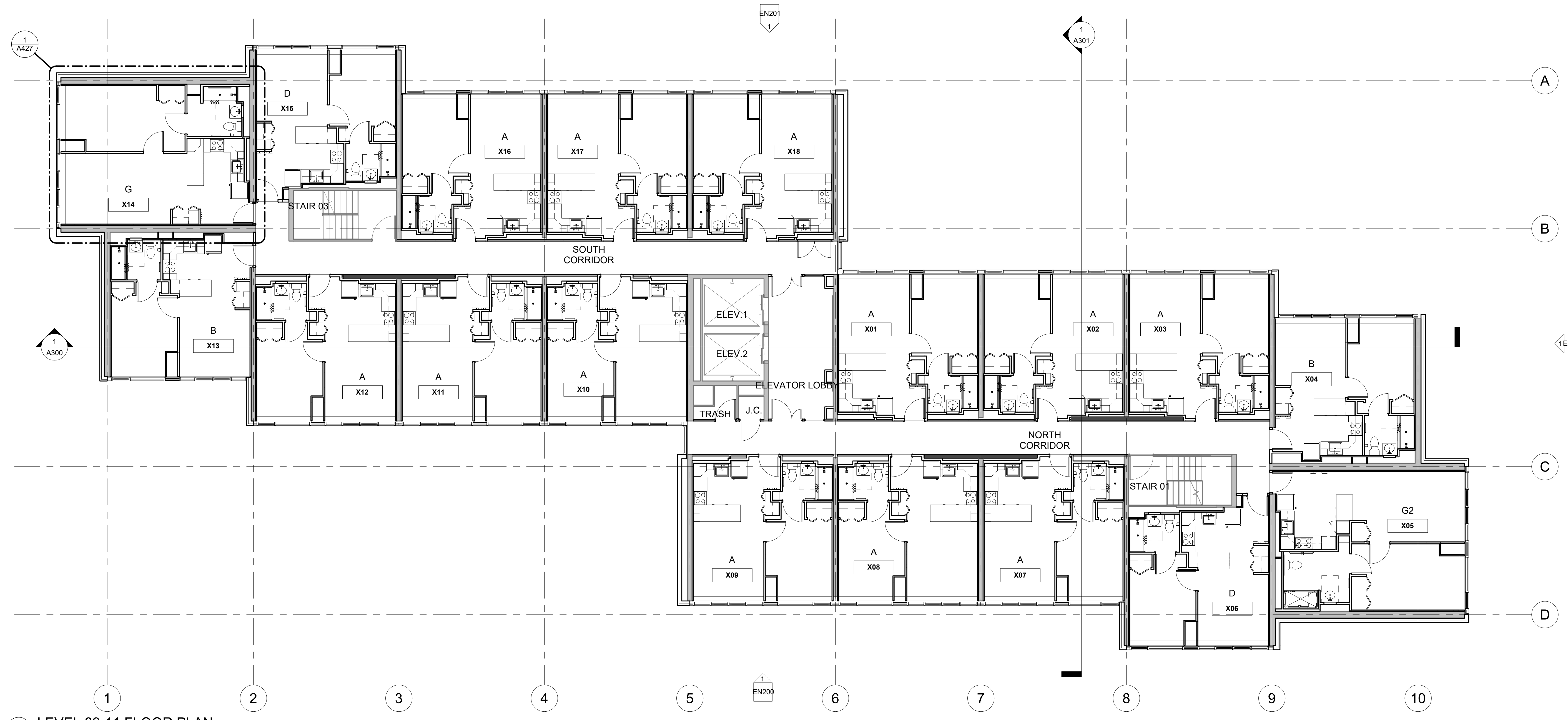
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06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/20/18		100% SCHEMATIC DESIGN SUBMISSION
06/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
 DRAWN BY: JC  
 CHKD BY: MC

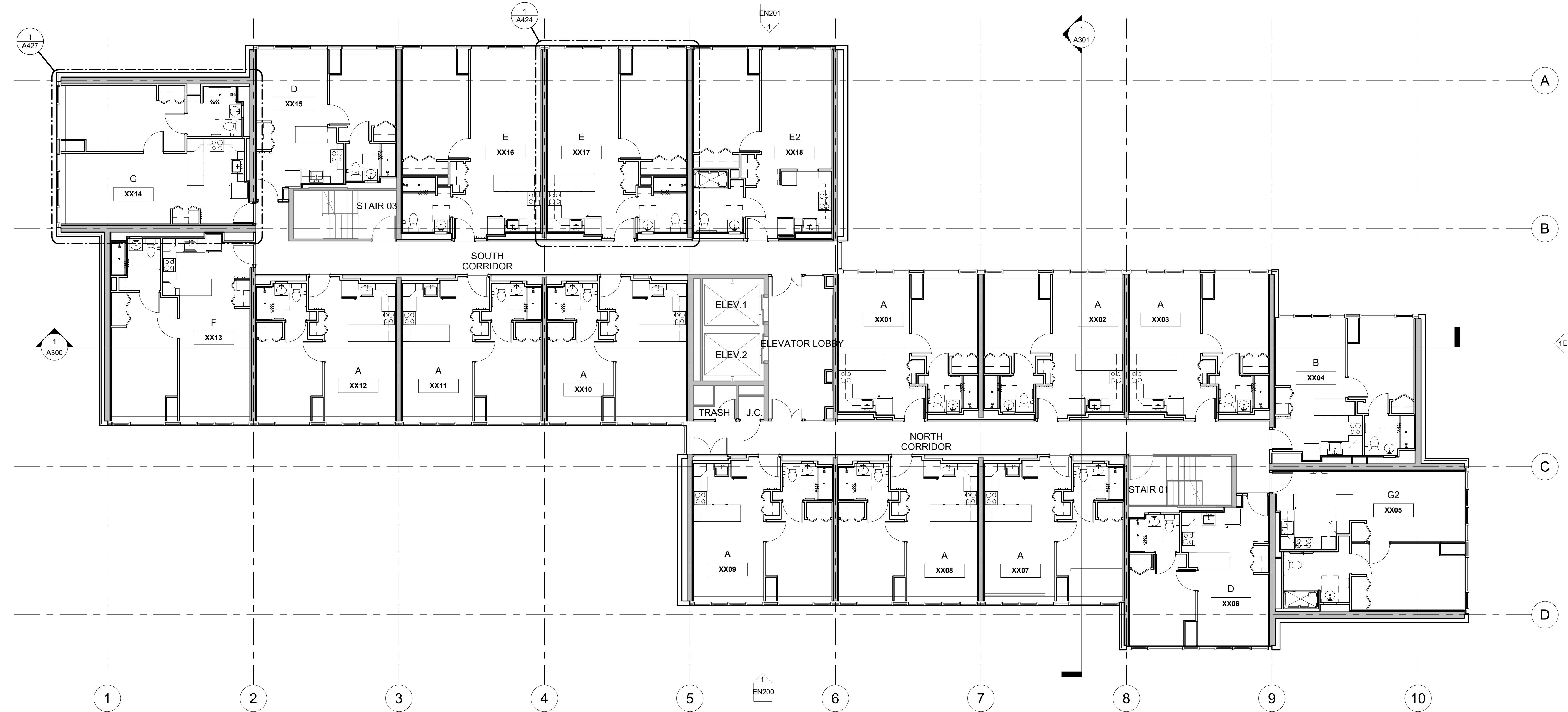
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SHEET TITLE  
 PROPOSED  
 FLOOR PLAN -  
 LEVEL 09-13

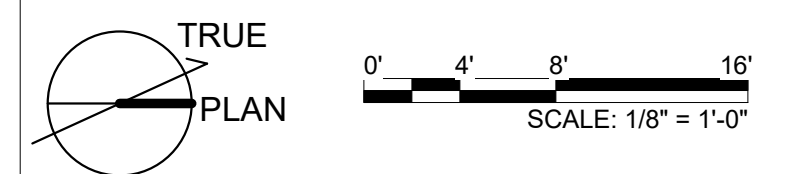
**A105**



**2 LEVEL 09-11 FLOOR PLAN**  
 1/8" = 1'-0"



**1 LEVEL 12-13 FLOOR PLAN**  
 1/8" = 1'-0"



NOT FOR CONSTRUCTION

MILLERS RIVER APARTMENTS  
 REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
001/18		COMPREHENSIVE PERMIT APPLICATION
002/18		100% SCHEMATIC DESIGN SUBMISSION
003/18		50% SCHEMATIC DESIGN SUBMISSION

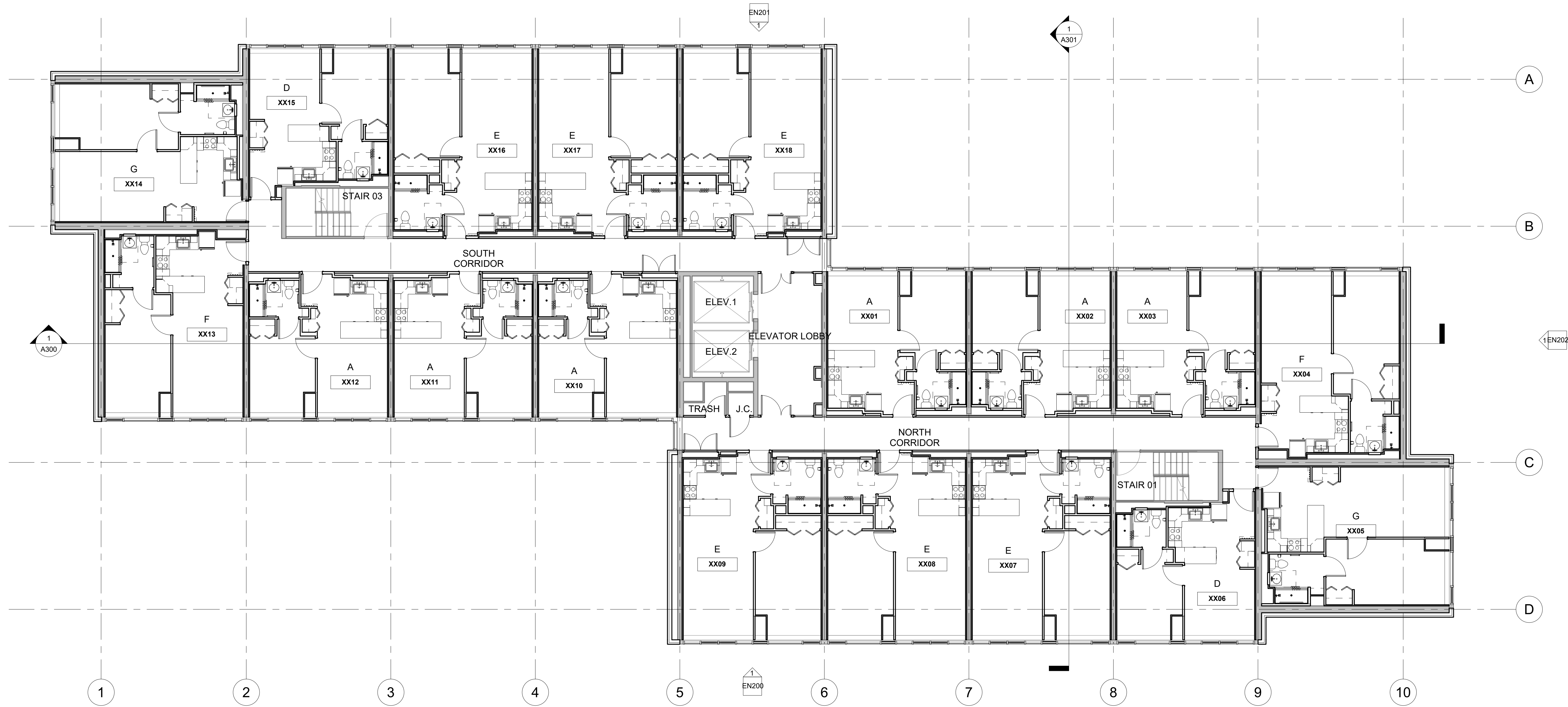
PROJECT NO: 21726  
 DRAWN BY: JC  
 CHKD BY: MC

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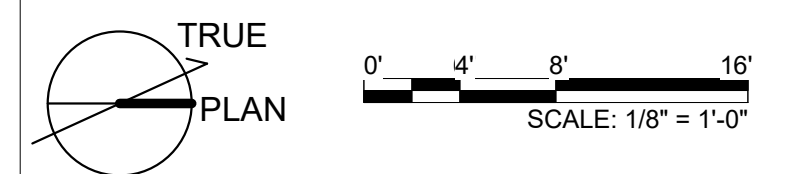
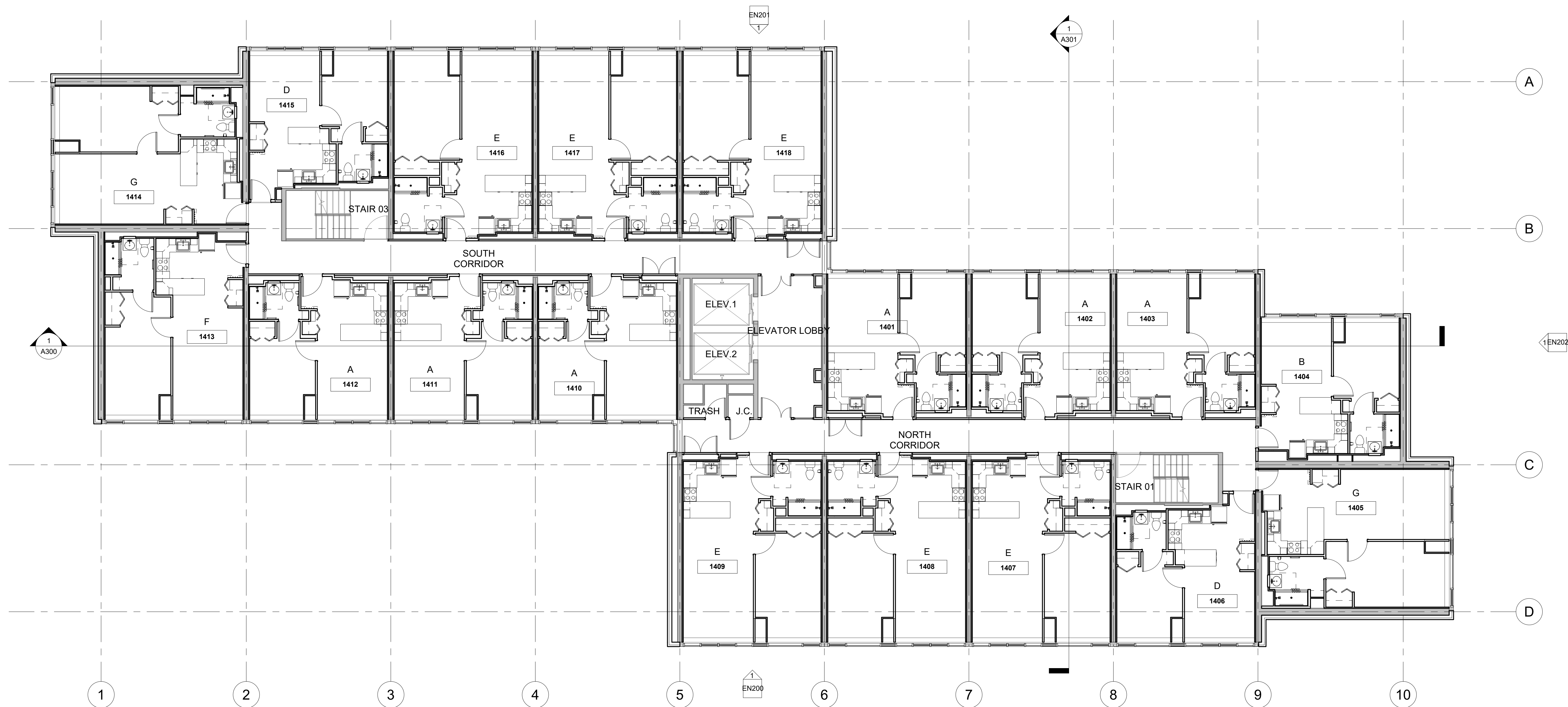
SHEET TITLE  
**PROPOSED  
 FLOOR PLAN -  
 LEVEL 14-16**

**A106**

**2 LEVEL 15-16 FLOOR PLAN**  
 1/8" = 1'-0"



**1 LEVEL 14 FLOOR PLAN**  
 1/8" = 1'-0"



NO.	DATE	DESCRIPTION
08/11/18		COMPREHENSIVE PERMITS APPLICATION
08/18/18		10% CONSTRUCTION DOCUMENTS
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: JC  
CHKD BY: MC

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SHEET TITLE  
**PROPOSED  
FLOOR PLAN -  
LEVEL 17 - 21**

**A107**

NOT FOR CONSTRUCTION



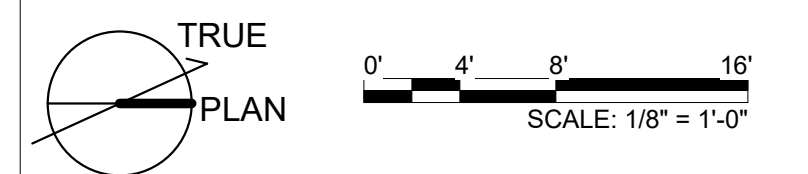
2 LEVEL 18-19 FLOOR PLAN  
1/8" = 1'-0"

3 LEVEL 20 FLOOR PLAN  
1/8" = 1'-0"

4 LEVEL 21 FLOOR PLAN  
1/8" = 1'-0"

1 LEVEL 17 FLOOR PLAN  
1/8" = 1'-0"

SEE SHEET EN...FOR ROOF PLAN



5/18/2018 4:42:58 PM C:\Users\jlsak\Documents\21726 - Millers River NEW CENTRAL\_e\jlsak@dietzarch.com.rvt

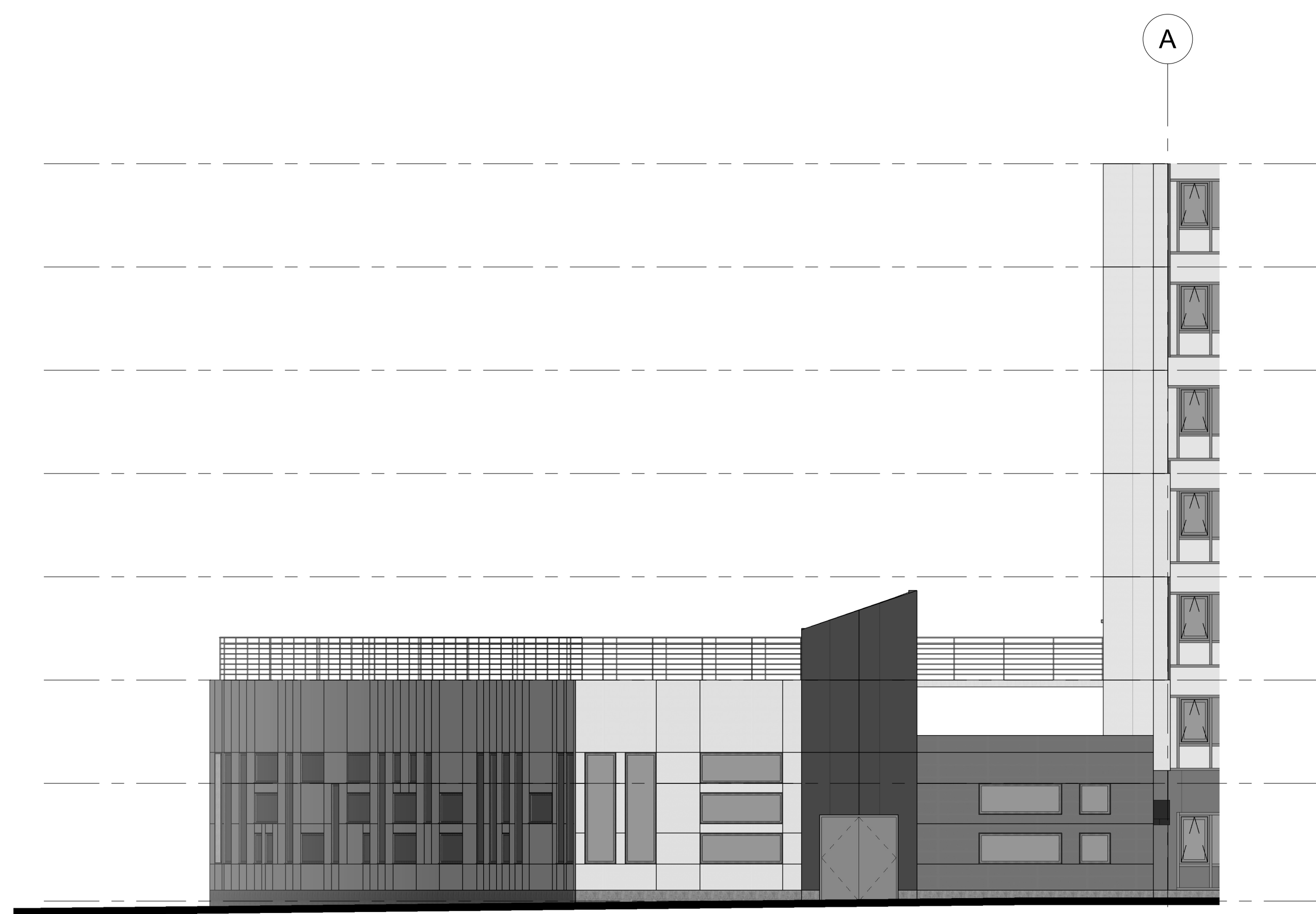
NO.	DATE	DESCRIPTION
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06/18/18		10% CONSTRUCTION DOCUMENTS
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO:	21726
DRAWN BY:	FV
CHKD BY:	MC

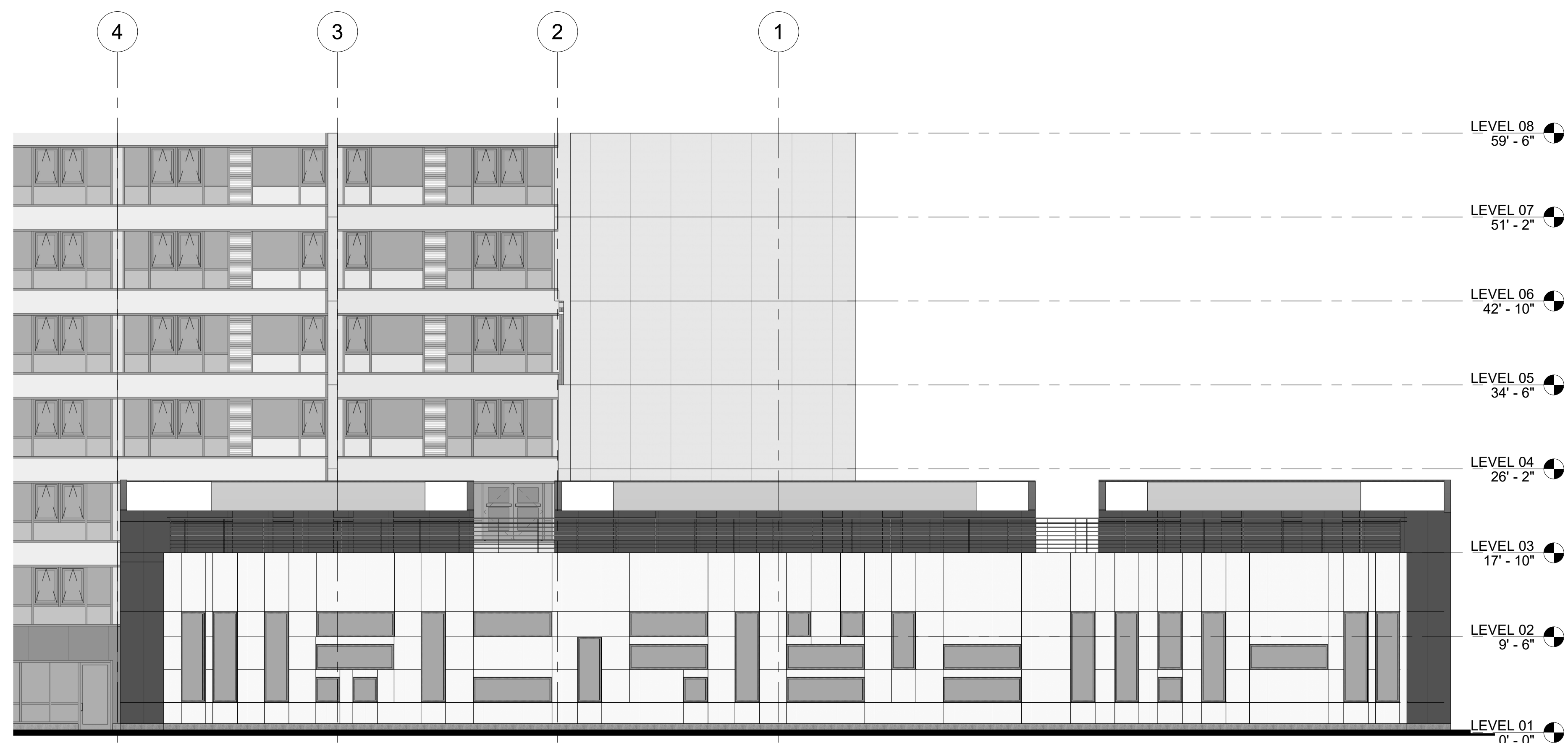
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SHEET TITLE  
**COMMUNITY BUILDING ELEVATIONS**

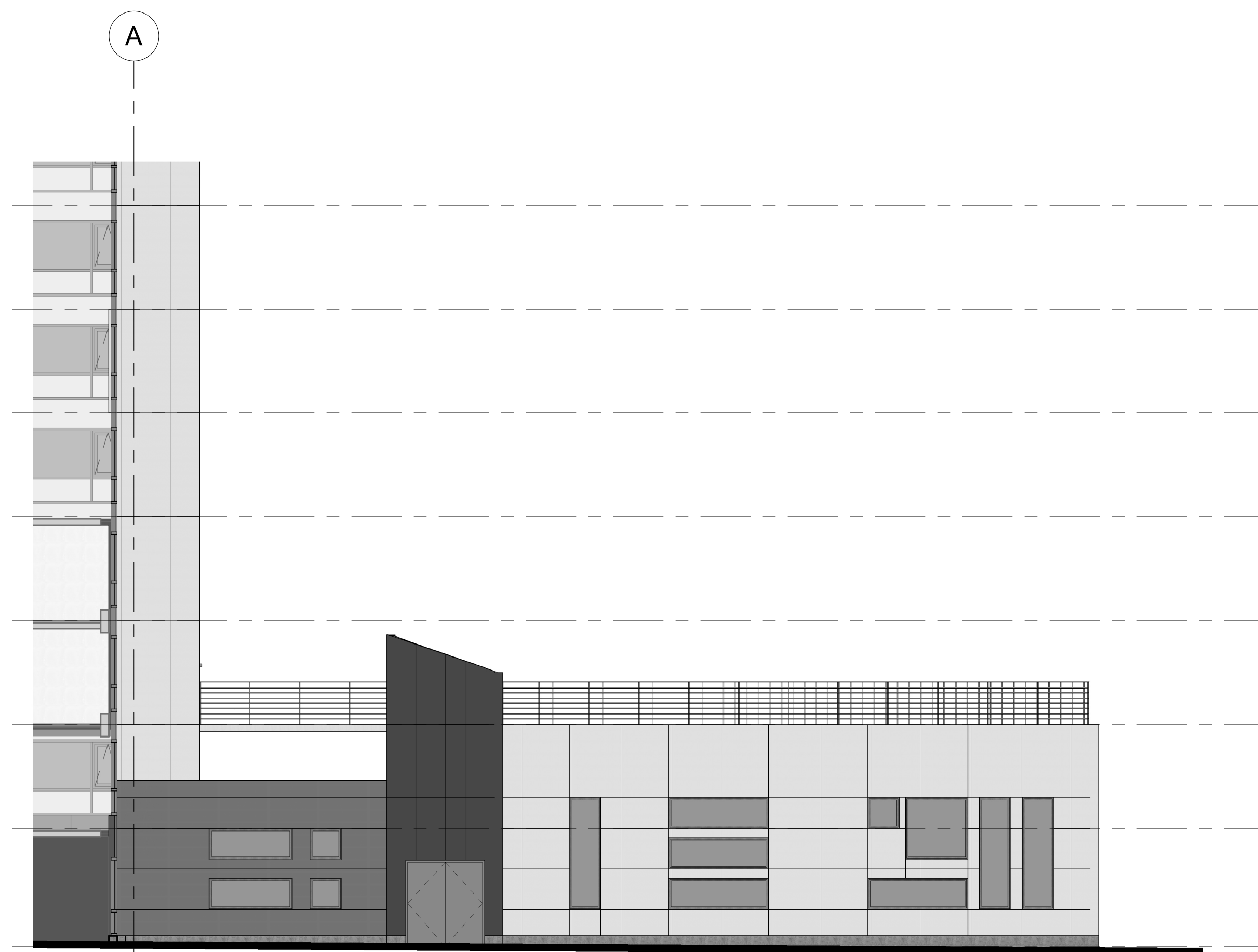
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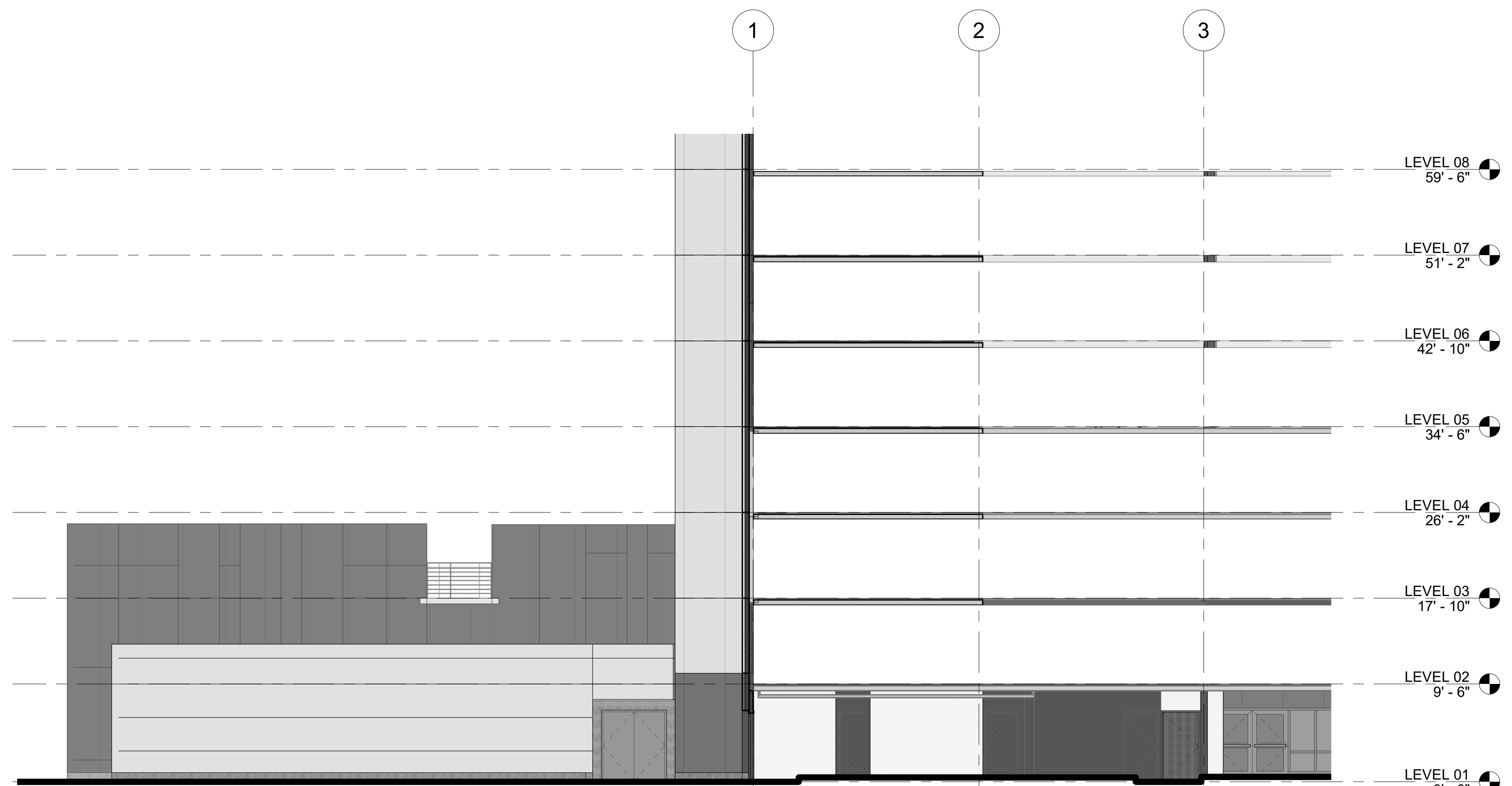
**1** COMMUNITY BUILDING SOUTH ELEVATION  
 1/8" = 1'-0"



**4** COMMUNITY ROOM WEST ELEVATION  
 1/8" = 1'-0"

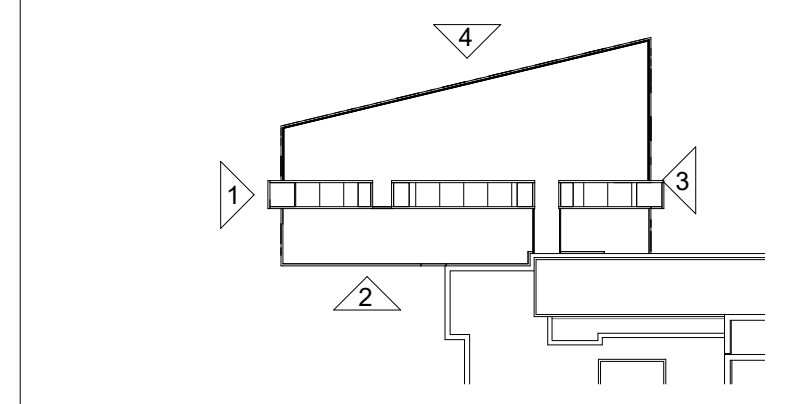


**3** COMMUNITY ROOM NORTH ELEVATION  
 1/8" = 1'-0"



**2** COMMUNITY ROOM EAST ELEVATION  
 1/8" = 1'-0"

KEY PLAN



NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: MC  
CHKD BY:

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SHEET TITLE  
TYPE A UNIT

A420

UNIT FINISH SCHEDULE

NAME	FLOOR	BASE	WALLS				WALL NOTES	CEILING		REMARKS
			NORTH	SOUTH	EAST	WEST		MATERIAL	FINISH	
KITCHEN	VL PLANK TILE	4" VL	PT	PT	PT	PT	SSTL BK SPL @ STOVE & SINK	GWB/EXIST	PT	
LIVING/DINING AREA	VL PLANK TILE	4" VL	PT	PT	PT	PT		GWB/EXIST	PT	
BEDROOM	VL PLANK TILE	4" VL	PT	PT	PT	PT		GWB/EXIST	PT	
BATHROOM	CT	CT	PT	PT/CT	PT	PT	CT WAINSCOT @ WET WALL	EX	PT	

GENERAL CASEWORK NOTES

TYPE	DESCRIPTION
W	WALL CABINET
CW	CORNER WALL CABINET
B	BASE CABINET
CB	CORNER BASE CABINET
SB	SINK BASE CABINET
OB	OVEN BASE CABINET
TB	TRASH BASE CABINET
P	PANTRY
FP	FILLER PANEL

WALL CABINET DEPTH: 12" UNLESS NOTED  
BASE CABINET DEPTH: 24" UNLESS NOTED  
CASEWORK DIMENSIONING REFERENCE:  
WIDTH - HEIGHT - (DEPTH IF DIFFERENT)

SHEET KEYNOTE SCHEDULE

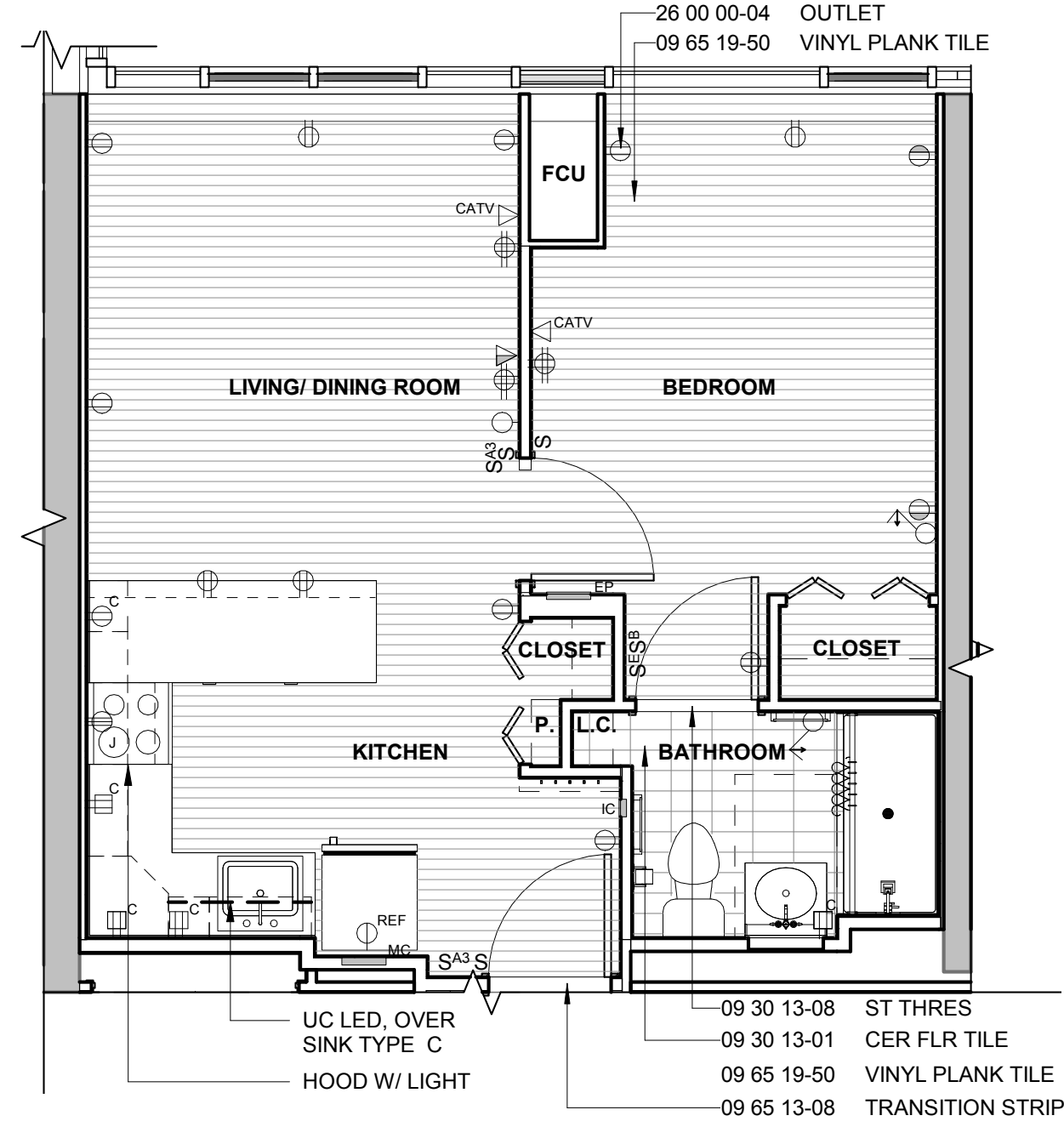
09 30 13-01	CER FLR TILE
09 30 13-02	CER WALL TILE
09 30 13-03	CTB
09 30 13-07	MTL EDGE STRIP
09 30 13-08	ST THRES
09 65 13-01	RESIL BASE
09 65 13-08	TRANSITION STRIP
09 65 19-50	VINYL PLANK TILE
10 26 00-50	SSTL MTL SHT
10 28 00-16	TPD
10 28 00-26	SHR CURTAIN
10 28 00-31	TB
10 28 00-50	MIRRORED MEDICINE CAB W/ SHELF
11 31 00-01	RANGE
11 31 00-02	REFR
11 31 00-08	RANGE HOOD
12 35 30-50	BASE CABINET
12 35 30-51	UPPER CABINET
12 35 30-52	POSTFORMED PLAM CNTR TOP
12 35 30-53	FINISHED END PANEL
12 35 30-54	OPEN SHELVING
22 00 00-08	ROLL-IN SHR
26 00 00-03	LT
26 00 00-04	OUTLET

UNIT POWER LEGEND

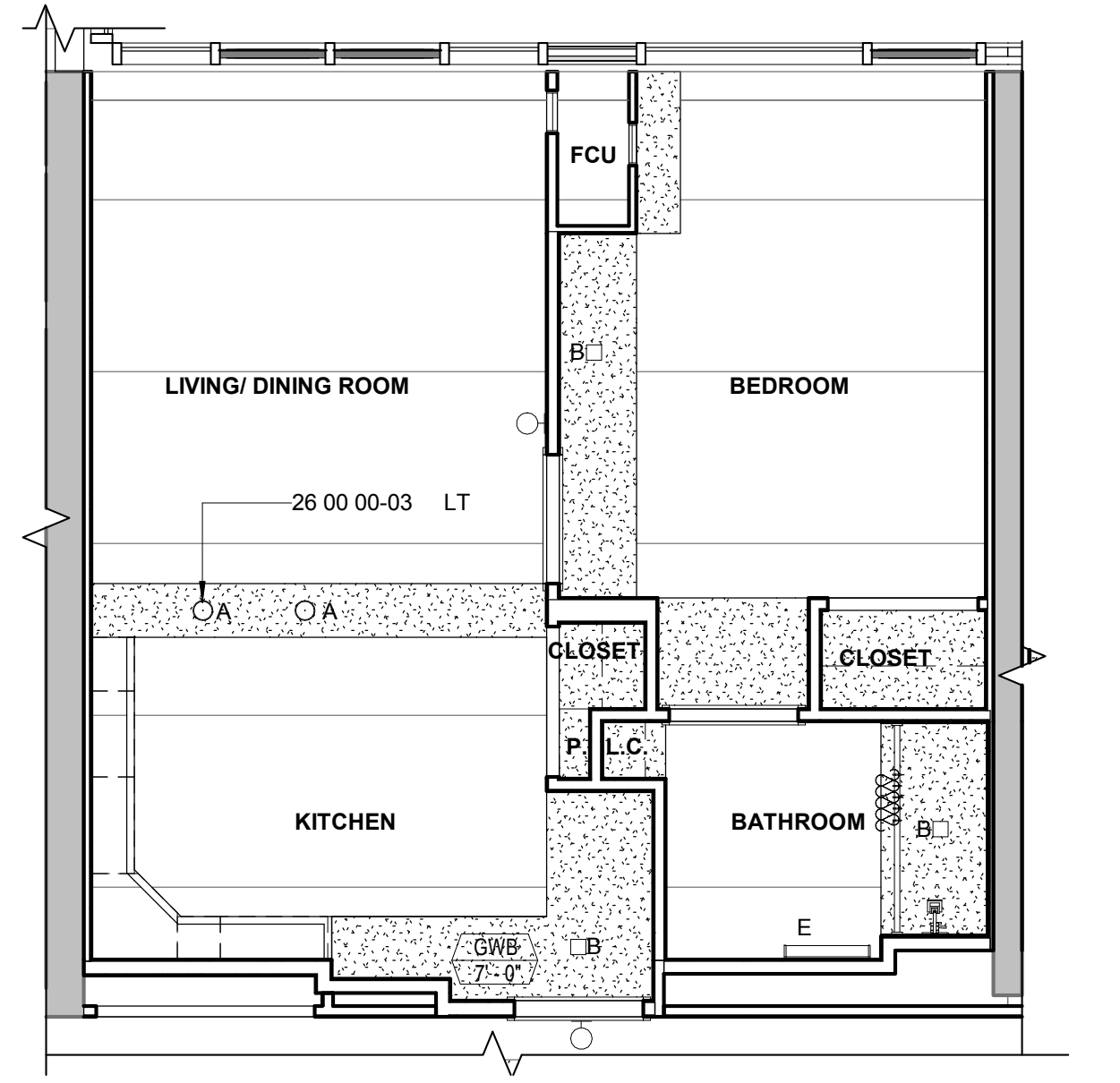
- DATA/TELEPHONE
- CABLE TELEVISION
- DOUBLE DUPLEX HALF SWITCH (@ TOP)
- DOUBLE DUPLEX ON NORMAL CIRCUIT
- DUPLEX ON NORMAL CIRCUIT
- DUPLEX ON NORMAL CIRCUIT
- SINGLE RECEPTACLE ON NORMAL CIRCUIT
- RANGE RECEPTACLE ON NORMAL CIRCUIT
- JUNCTION BOX FOR RANGEHOOD
- PULL CHORD

FIXTURE SCHEDULE

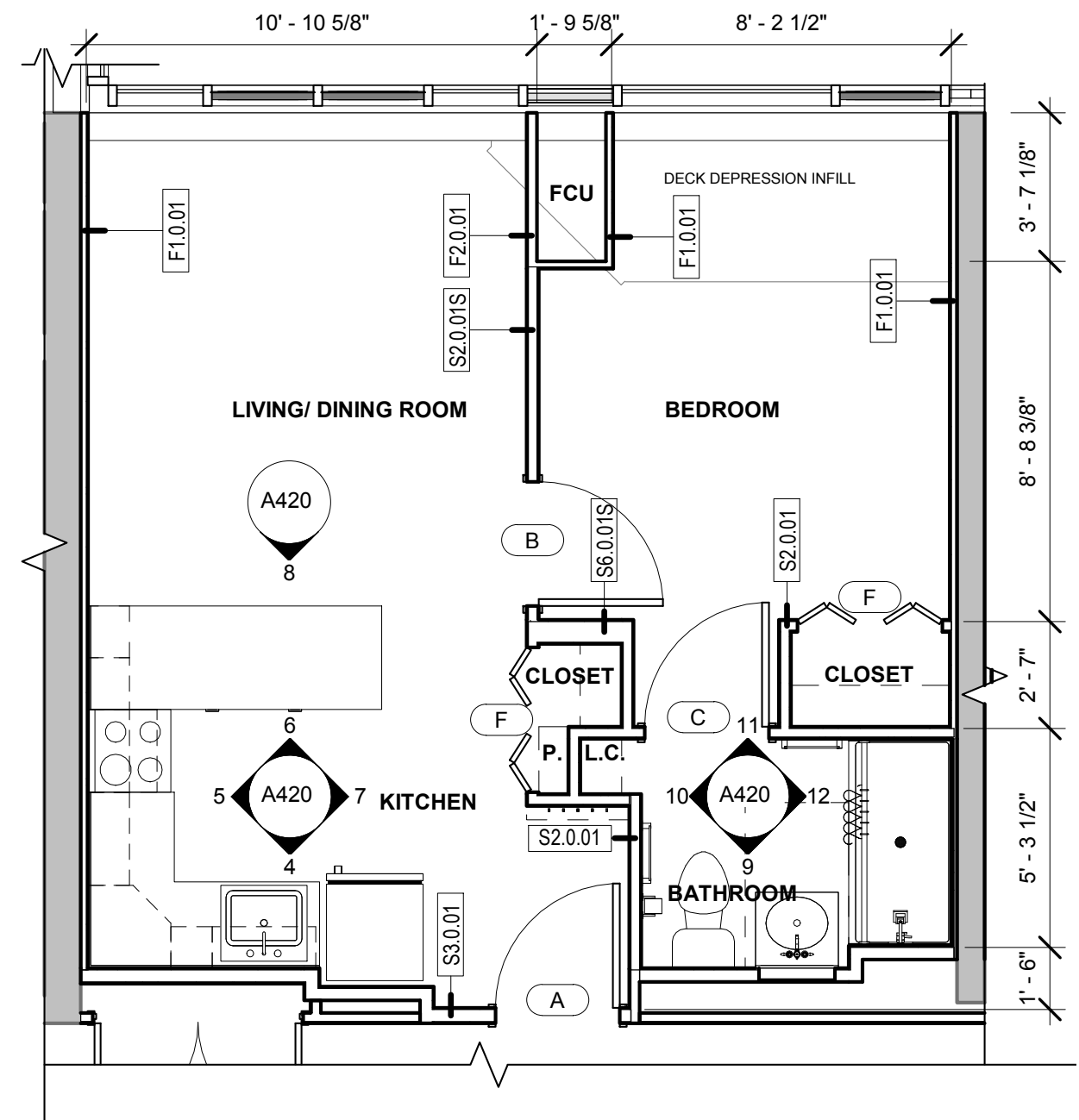
- SWITCH - 3 WAY
- SWITCH
- TYPE A - PENDANT LIGHT FIXTURE
- TYPE B - SURFACE MOUNT LIGHT FIXTURE
- TYPE C - UNDER COUNTER LED
- TYPE D - SOFFIT LIGHT FIXTURE
- TYPE E - VANITY LIGHT



3 TYPE A UNIT FINISH PLAN & SCHEMATIC POWER  
1/4" = 1'-0"



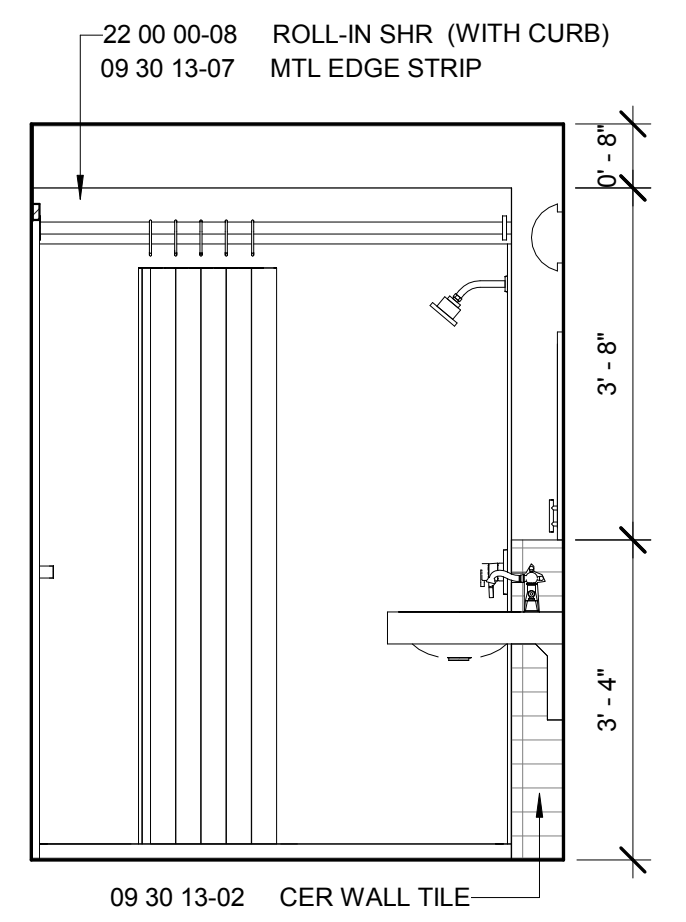
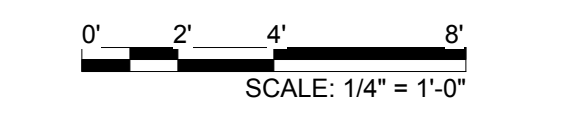
2 TYPE A UNIT REFLECTED CEILING PLAN  
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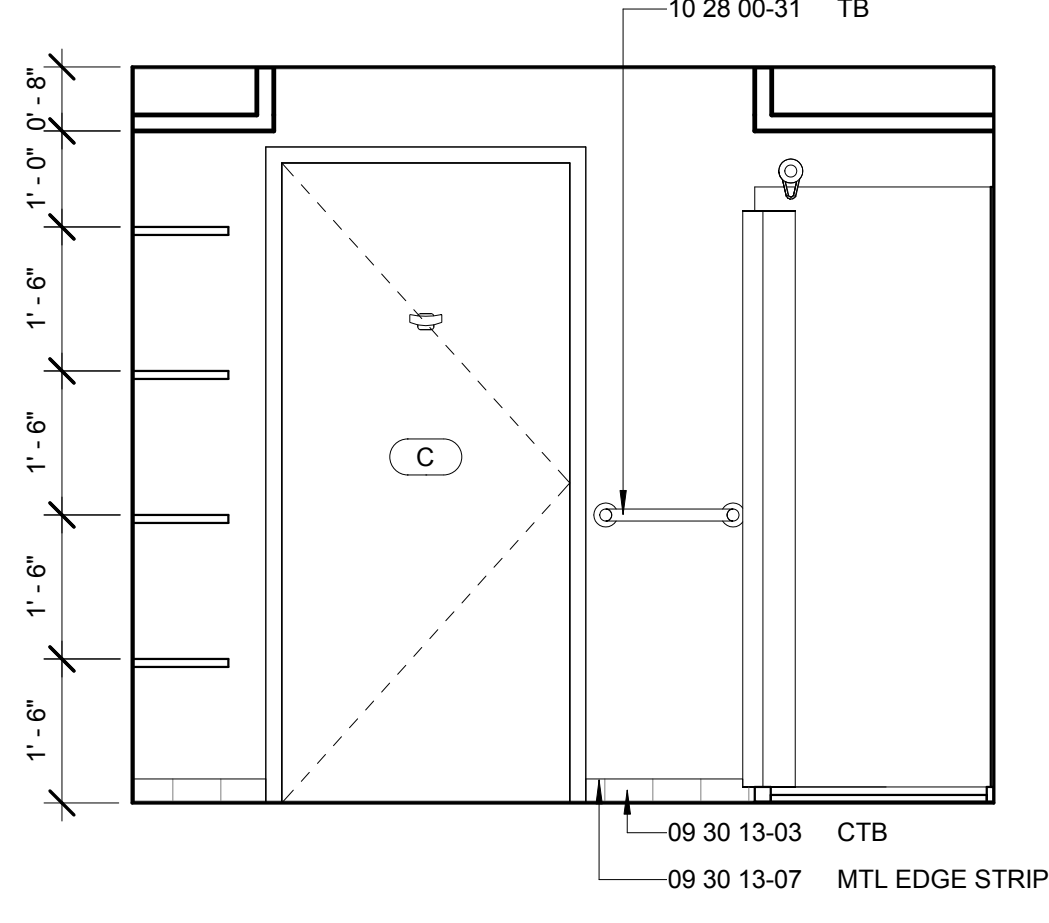
1 TYPE A UNIT PROPOSED PLAN  
1/4" = 1'-0"

FLOOR PLAN LEGEND

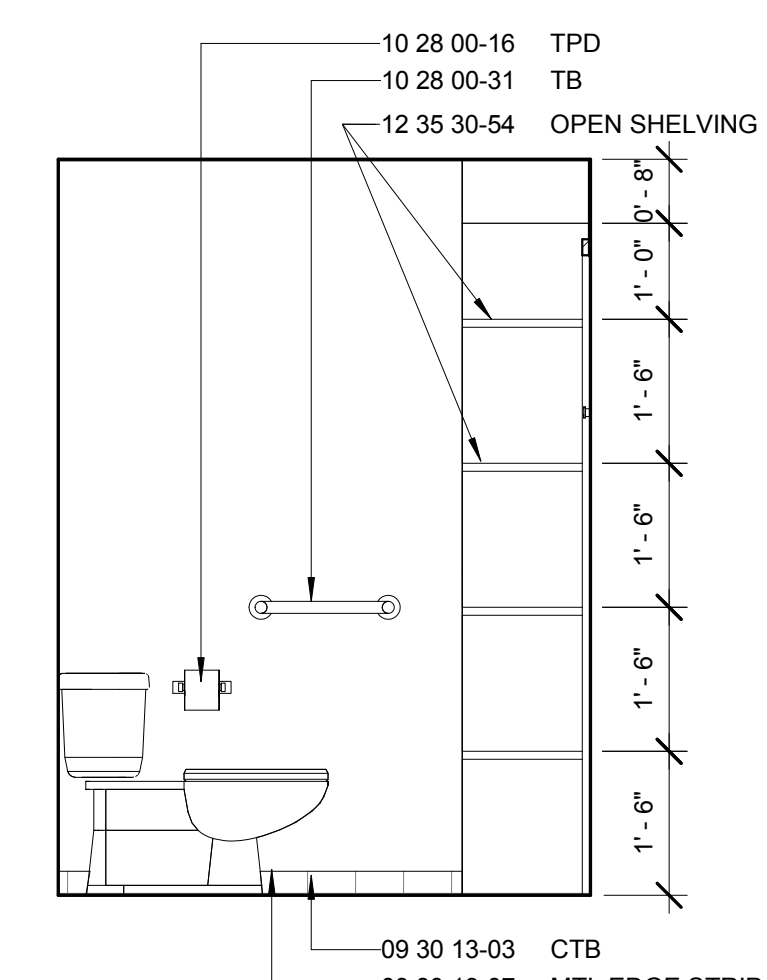
- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION
- PARTITIONS TO BE DEMOLISHED
- VINYL PLANK FLOORING
- CERAMIC TILE FLOORING
- CERAMIC TILE WAINSCOT



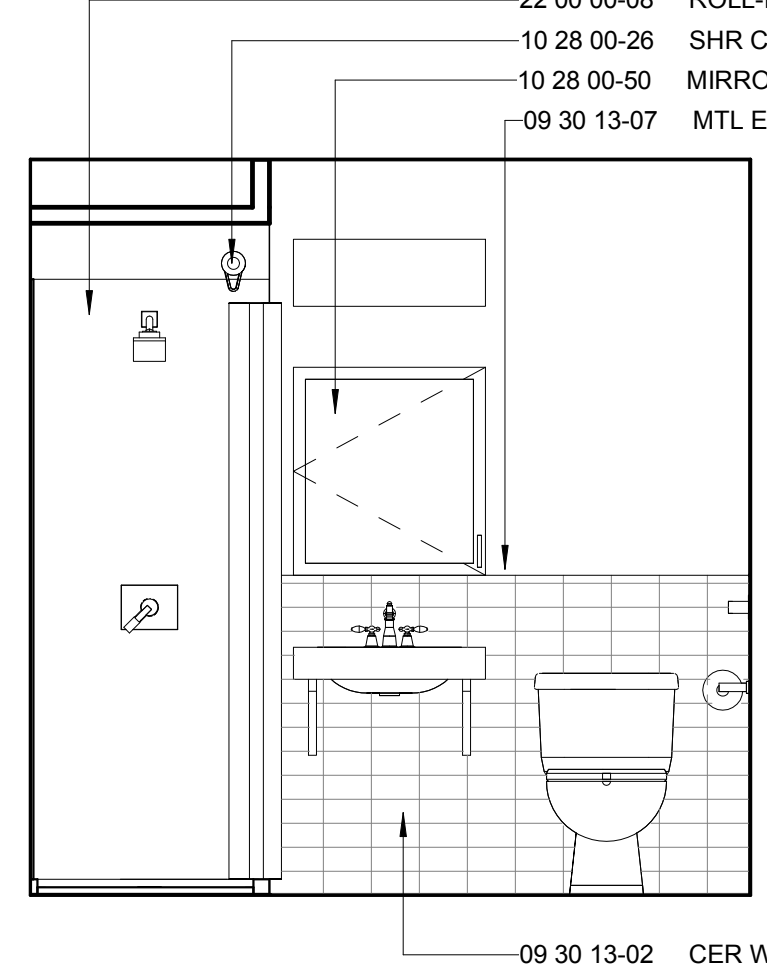
12 UNIT A BATHROOM  
1/2" = 1'-0"



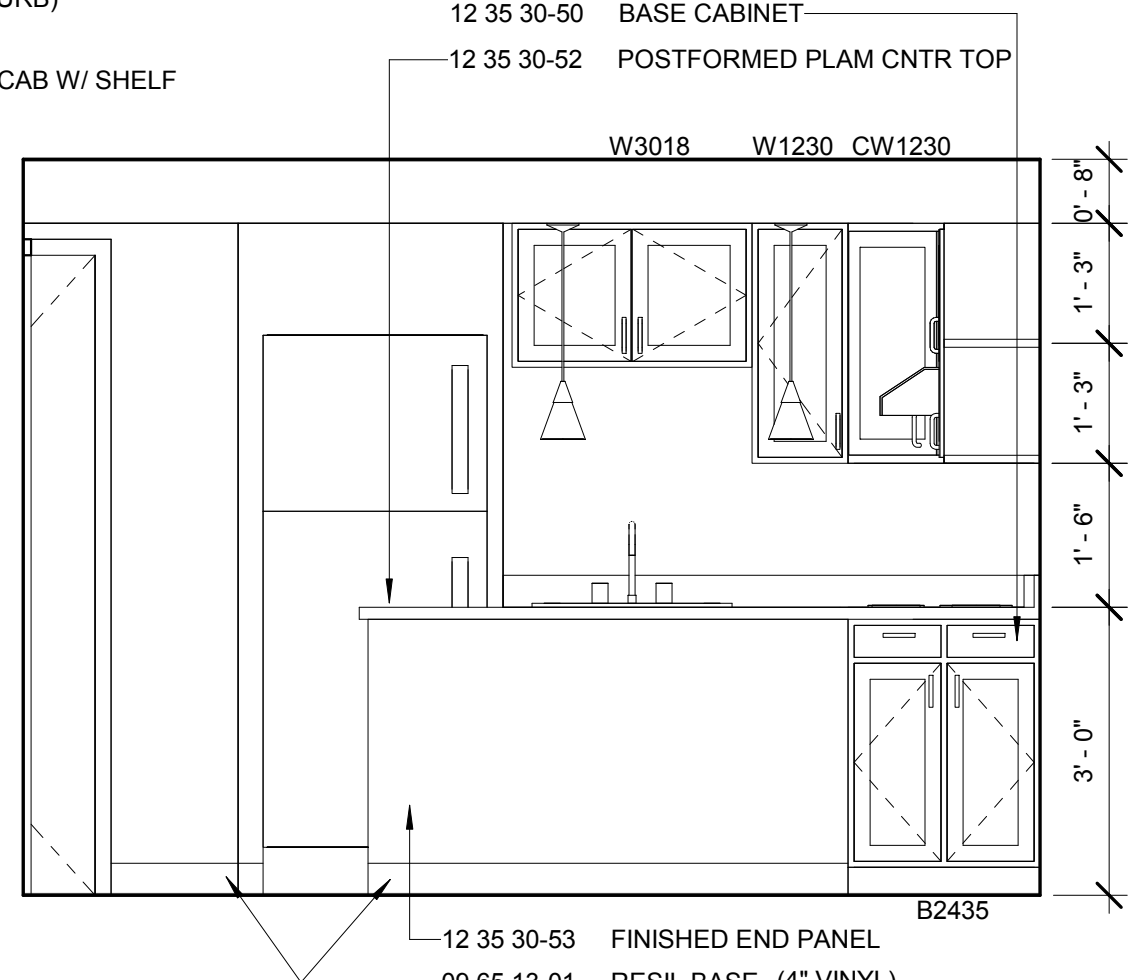
11 UNIT A BATHROOM  
1/2" = 1'-0"



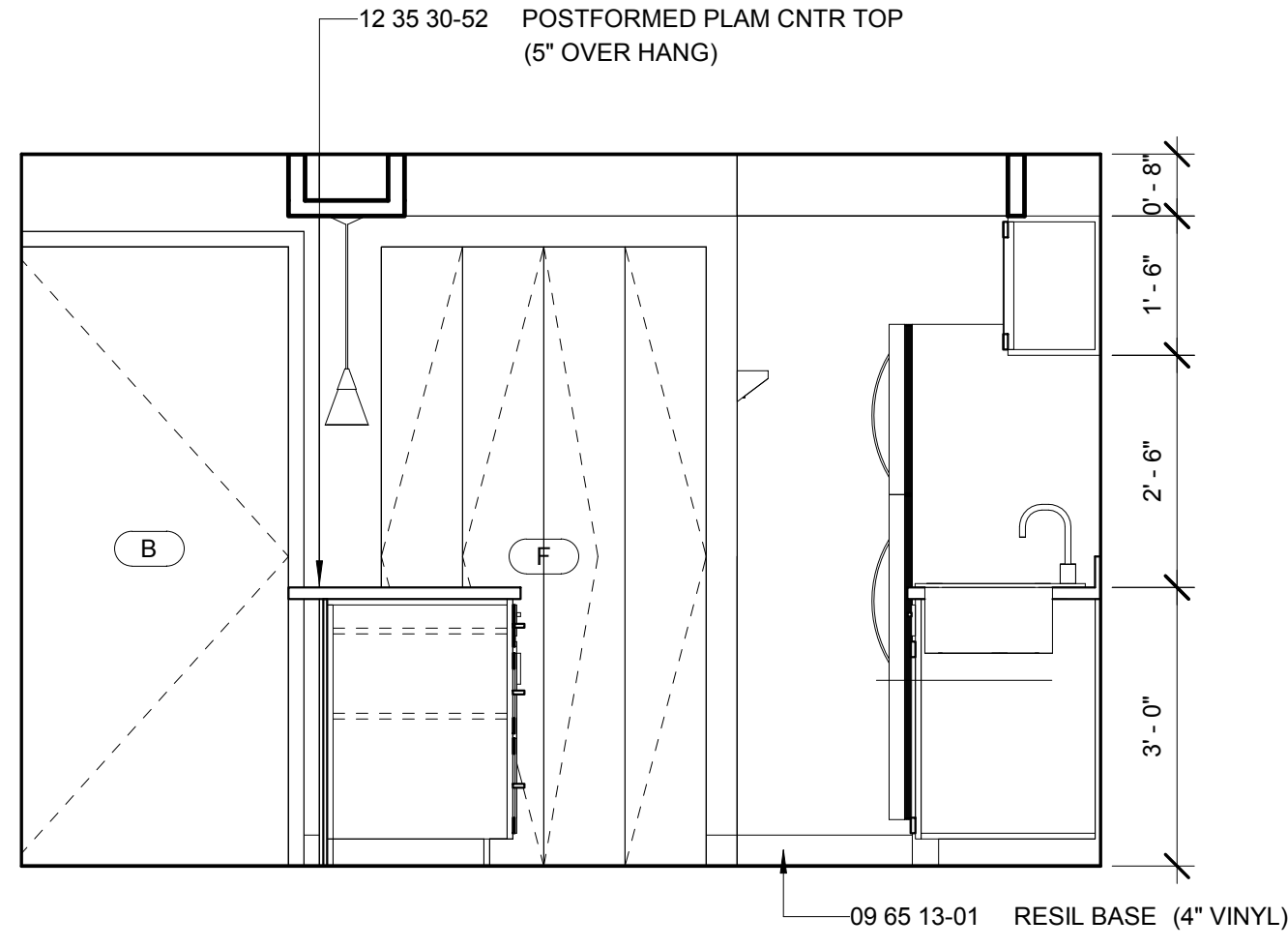
10 UNIT A BATHROOM  
1/2" = 1'-0"



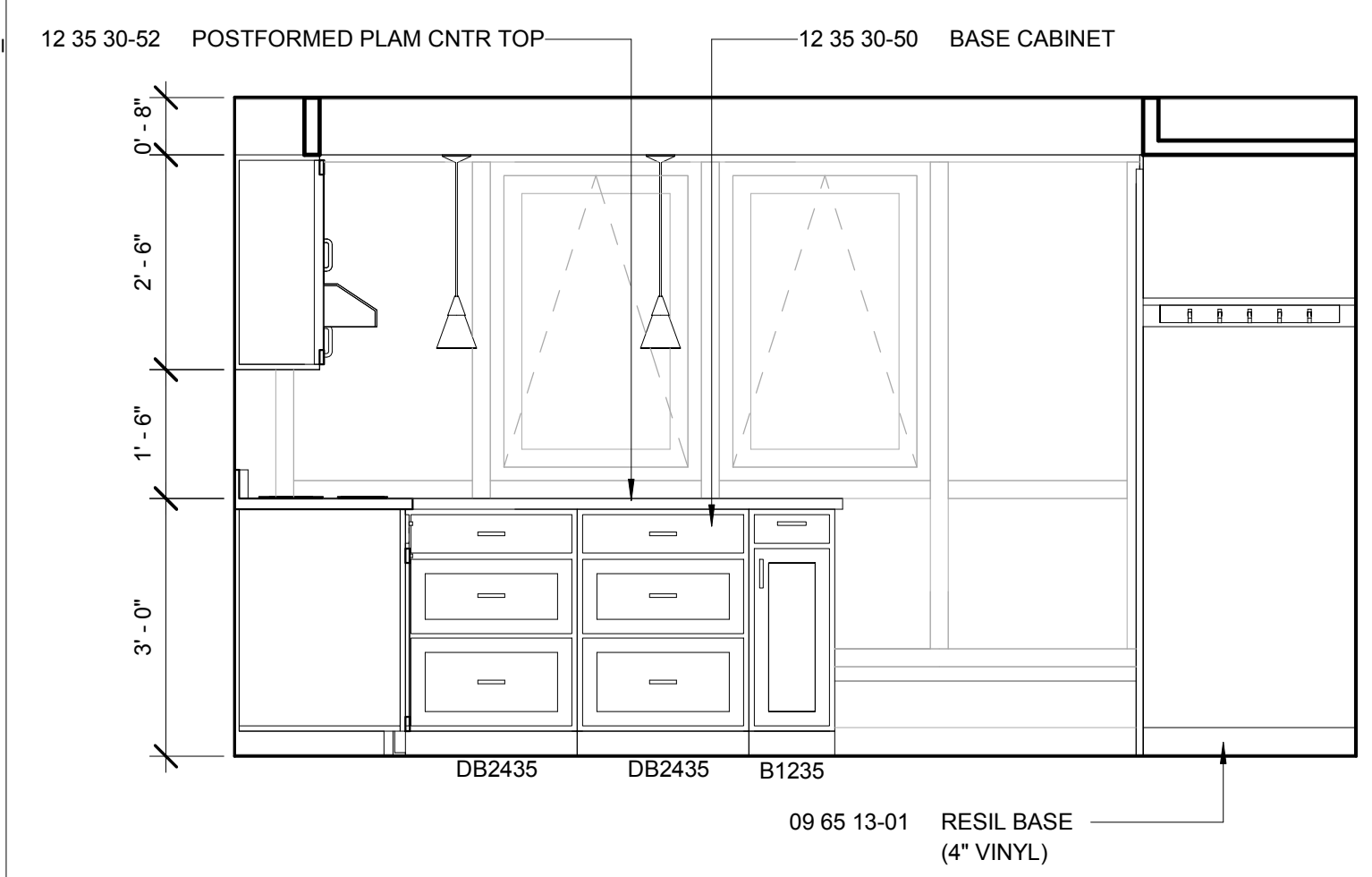
9 UNIT A BATHROOM  
1/2" = 1'-0"



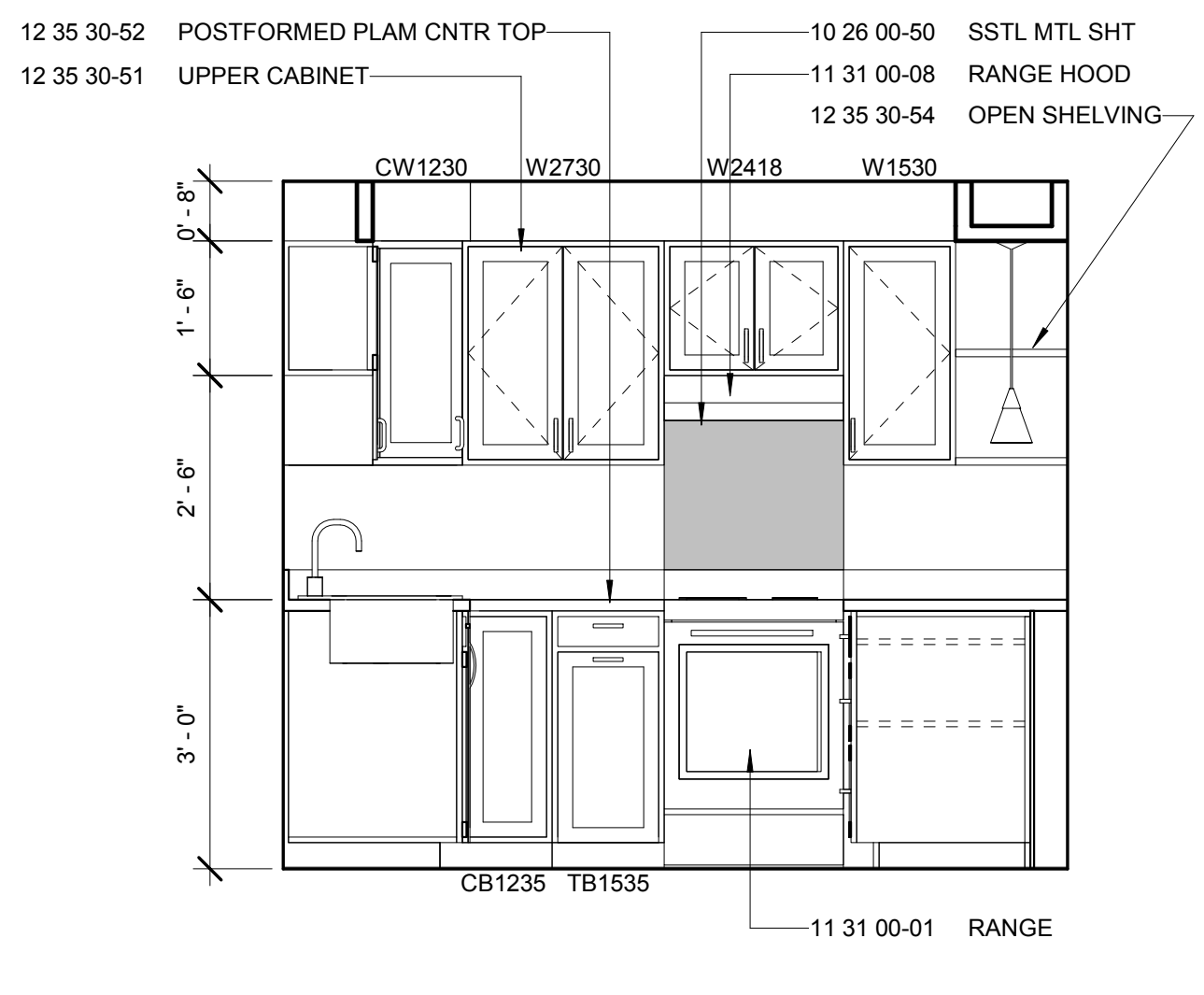
8 UNIT A KITCHEN/LIVING  
1/2" = 1'-0"



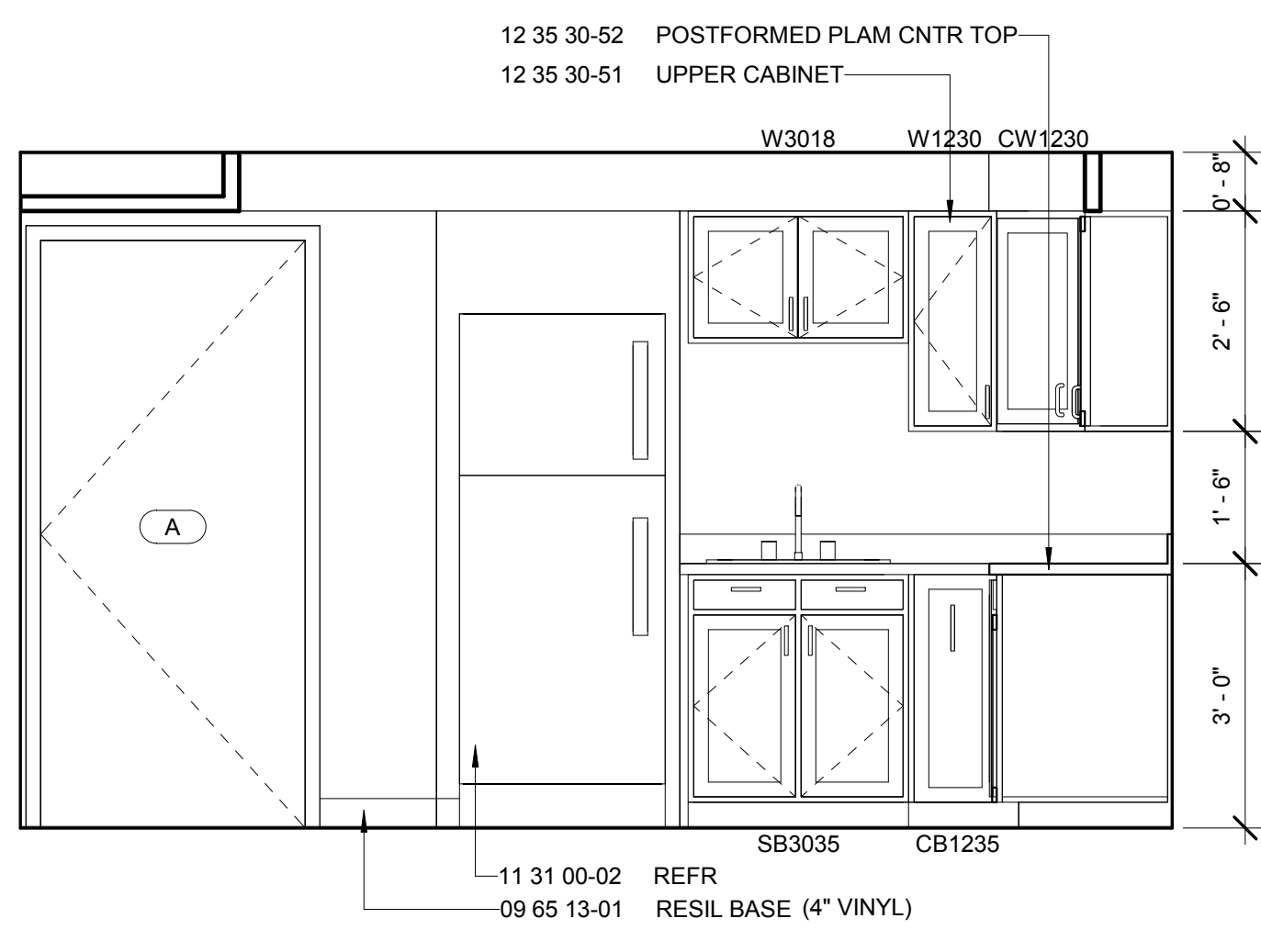
7 UNIT A KITCHEN  
1/2" = 1'-0"



6 UNIT A KITCHEN  
1/2" = 1'-0"



5 UNIT A KITCHEN  
1/2" = 1'-0"



4 UNIT A KITCHEN  
1/2" = 1'-0"

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

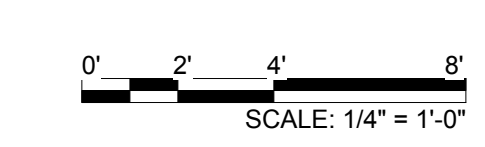
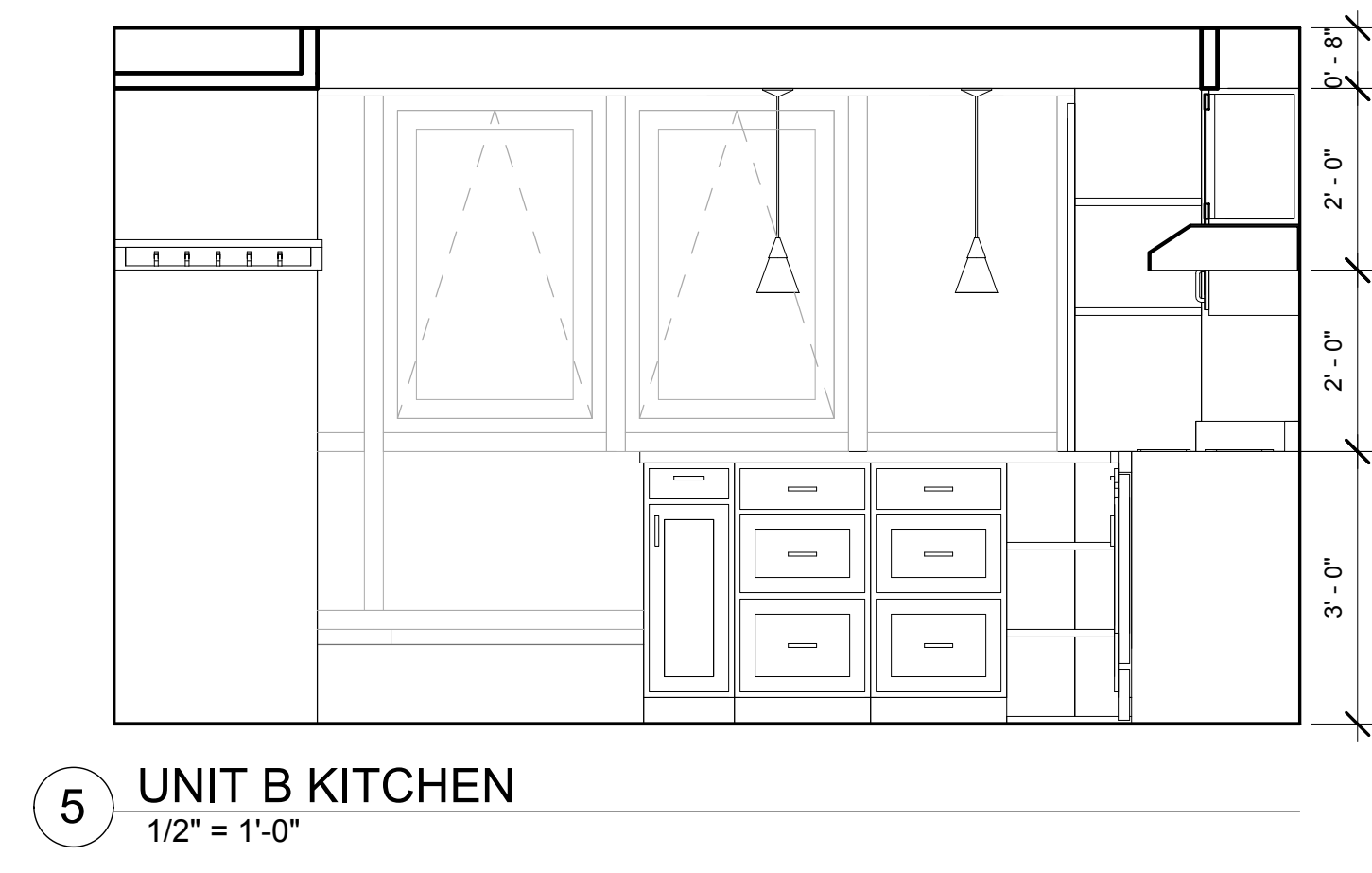
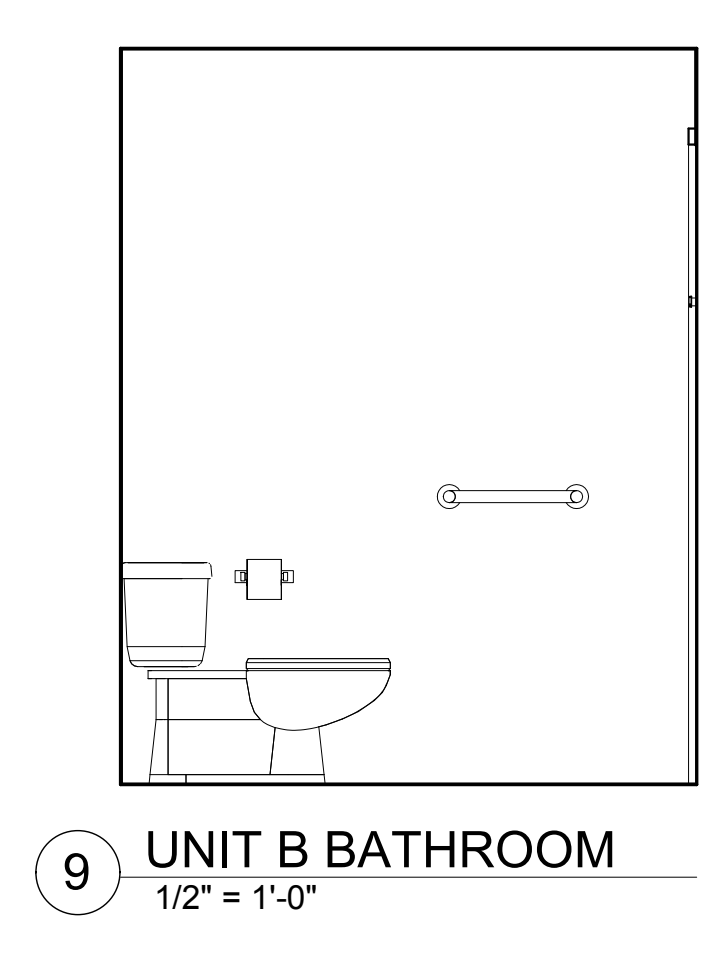
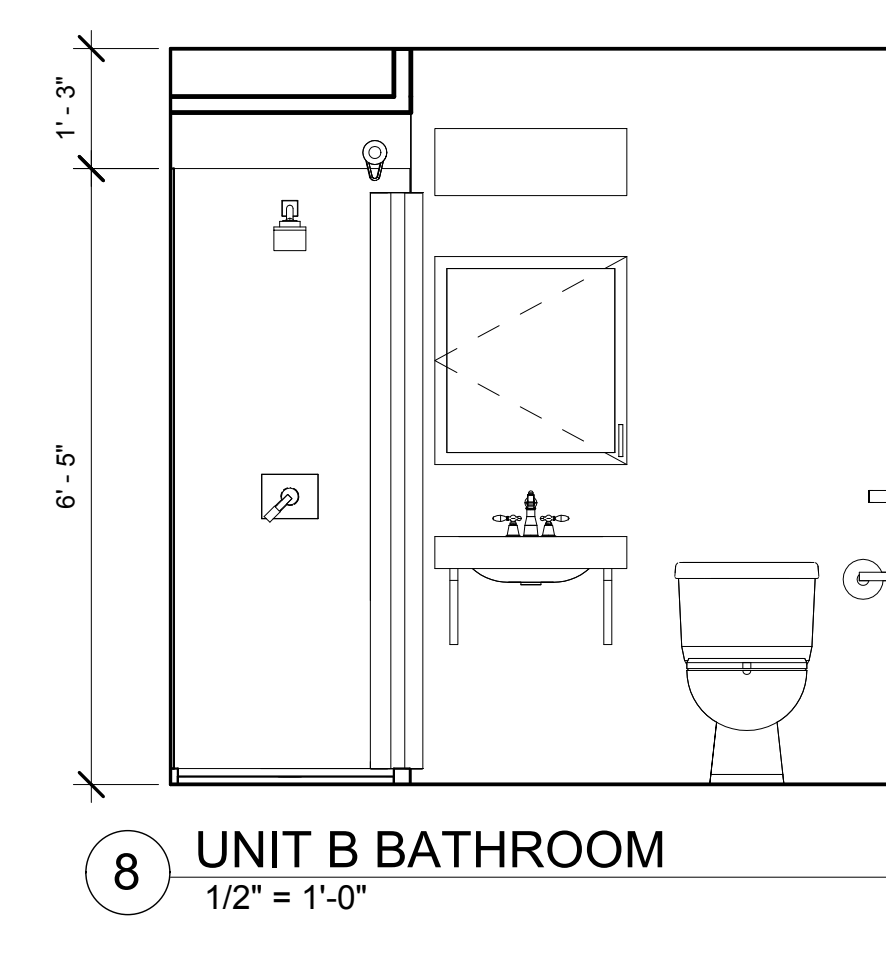
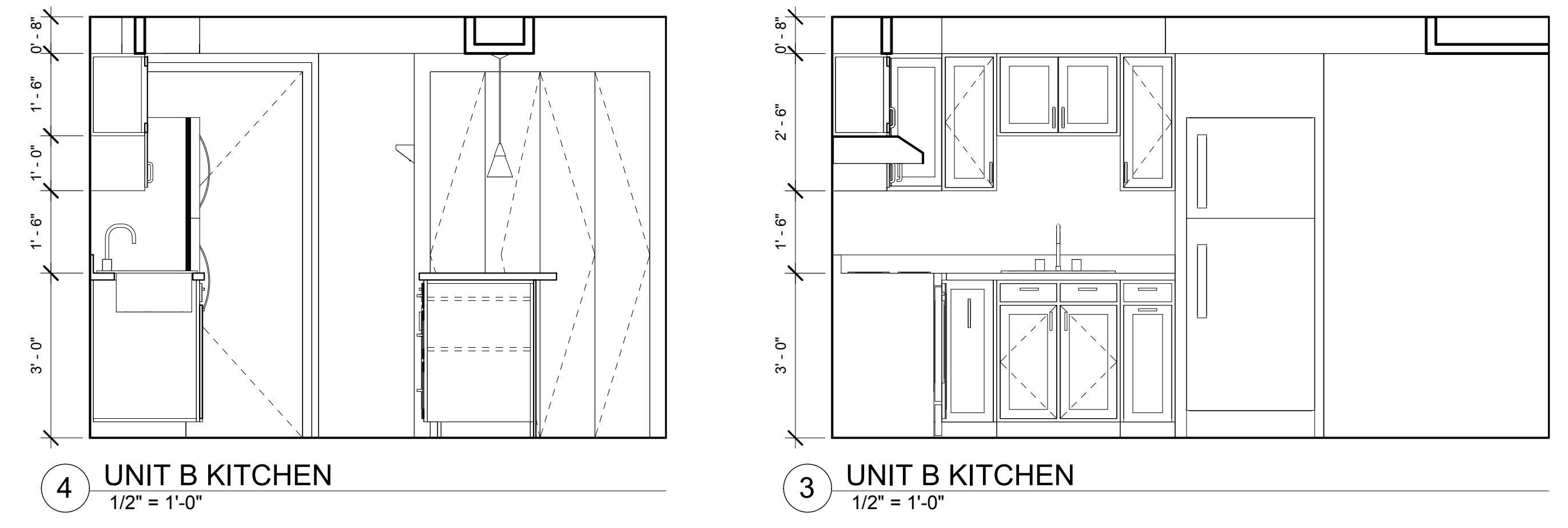
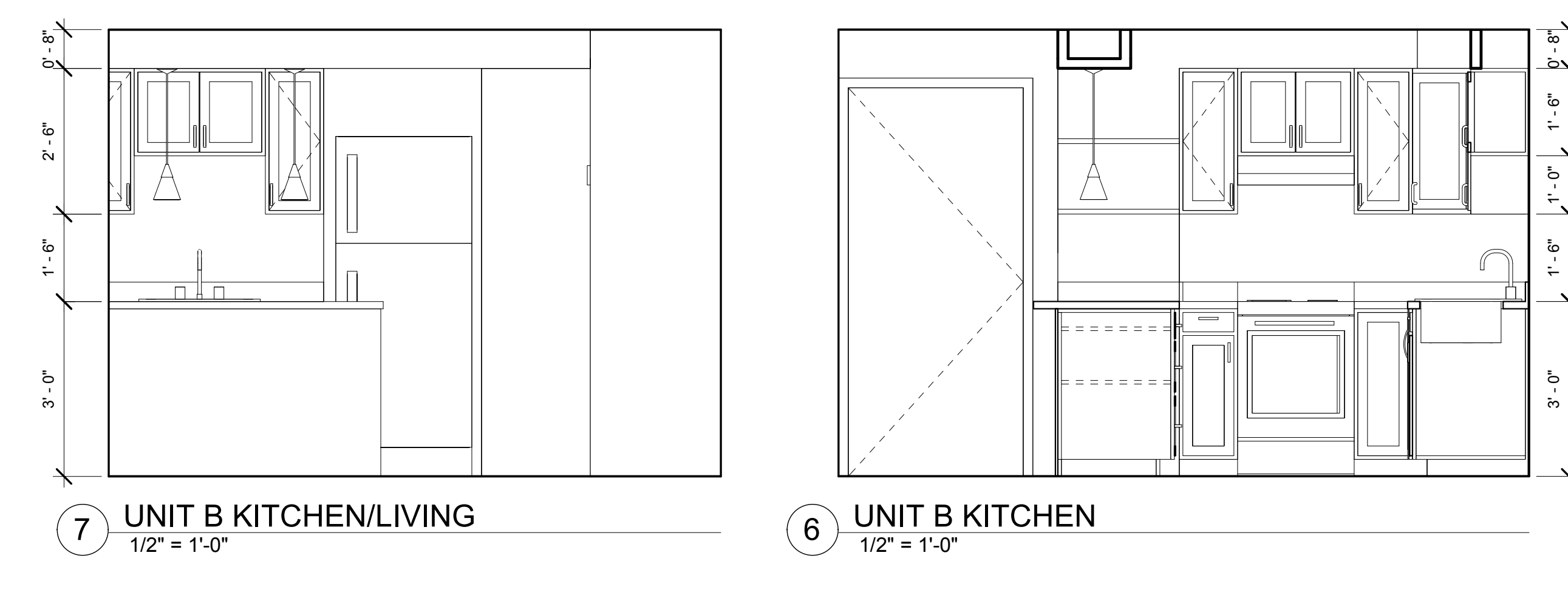
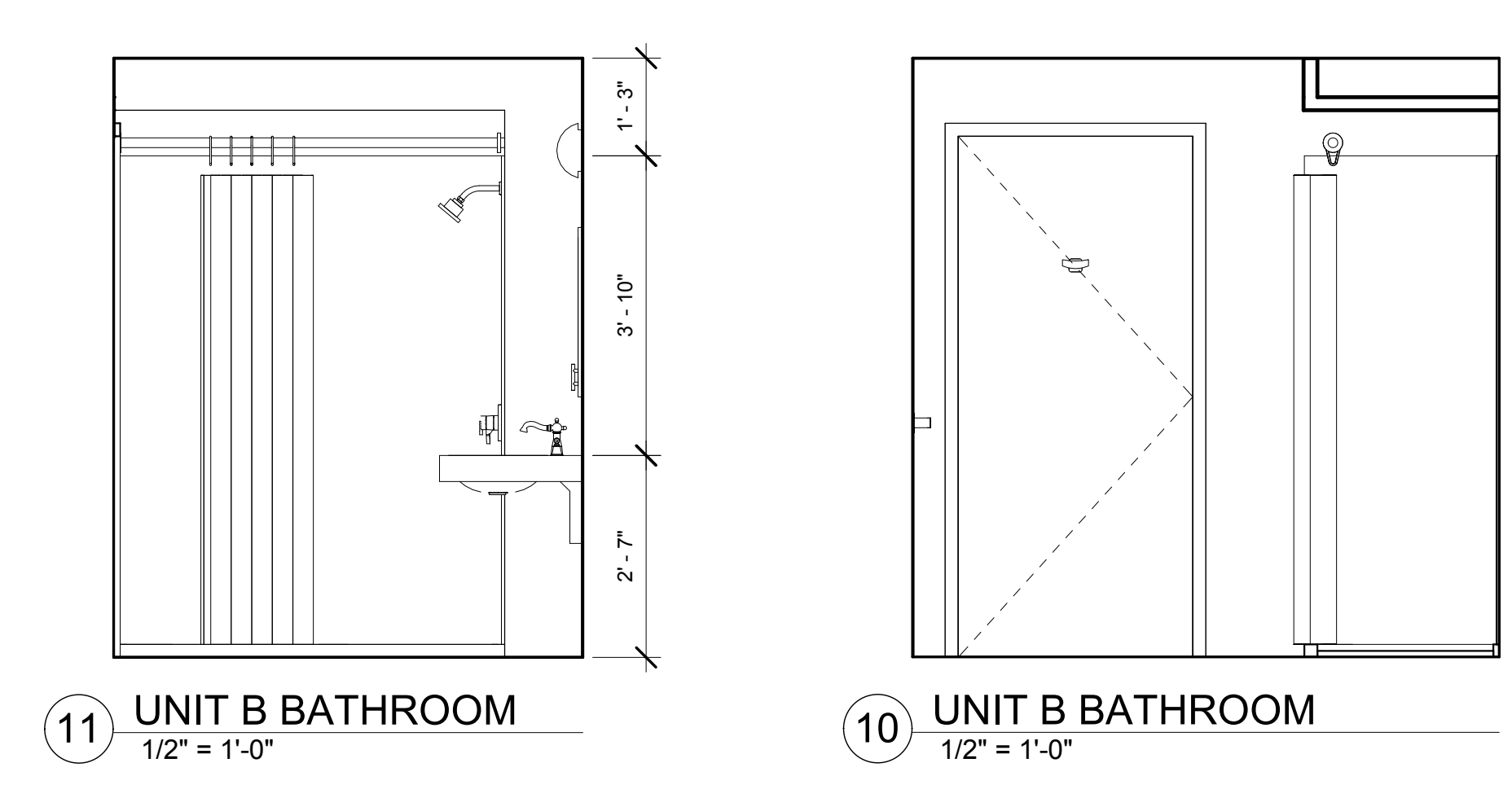
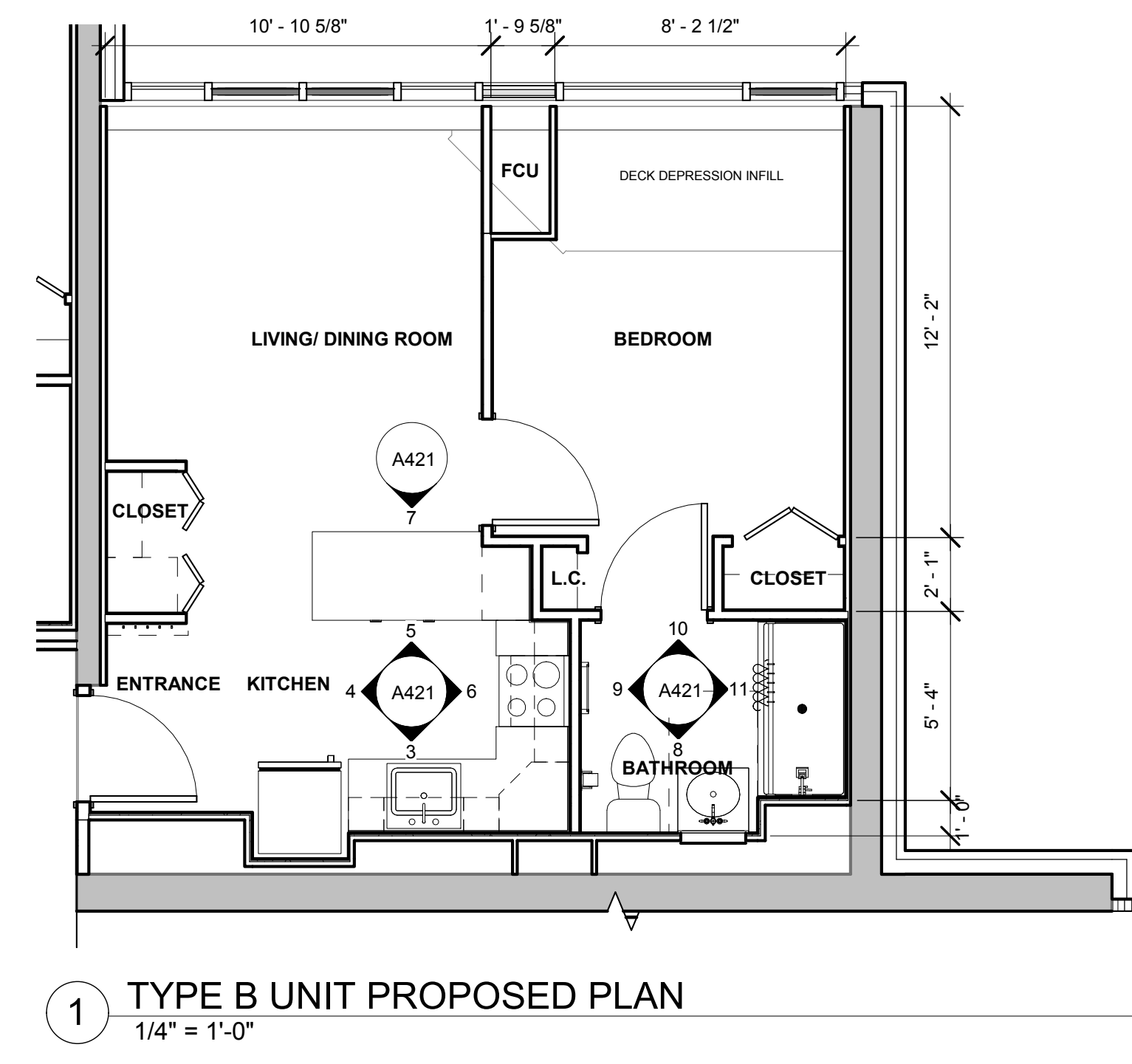
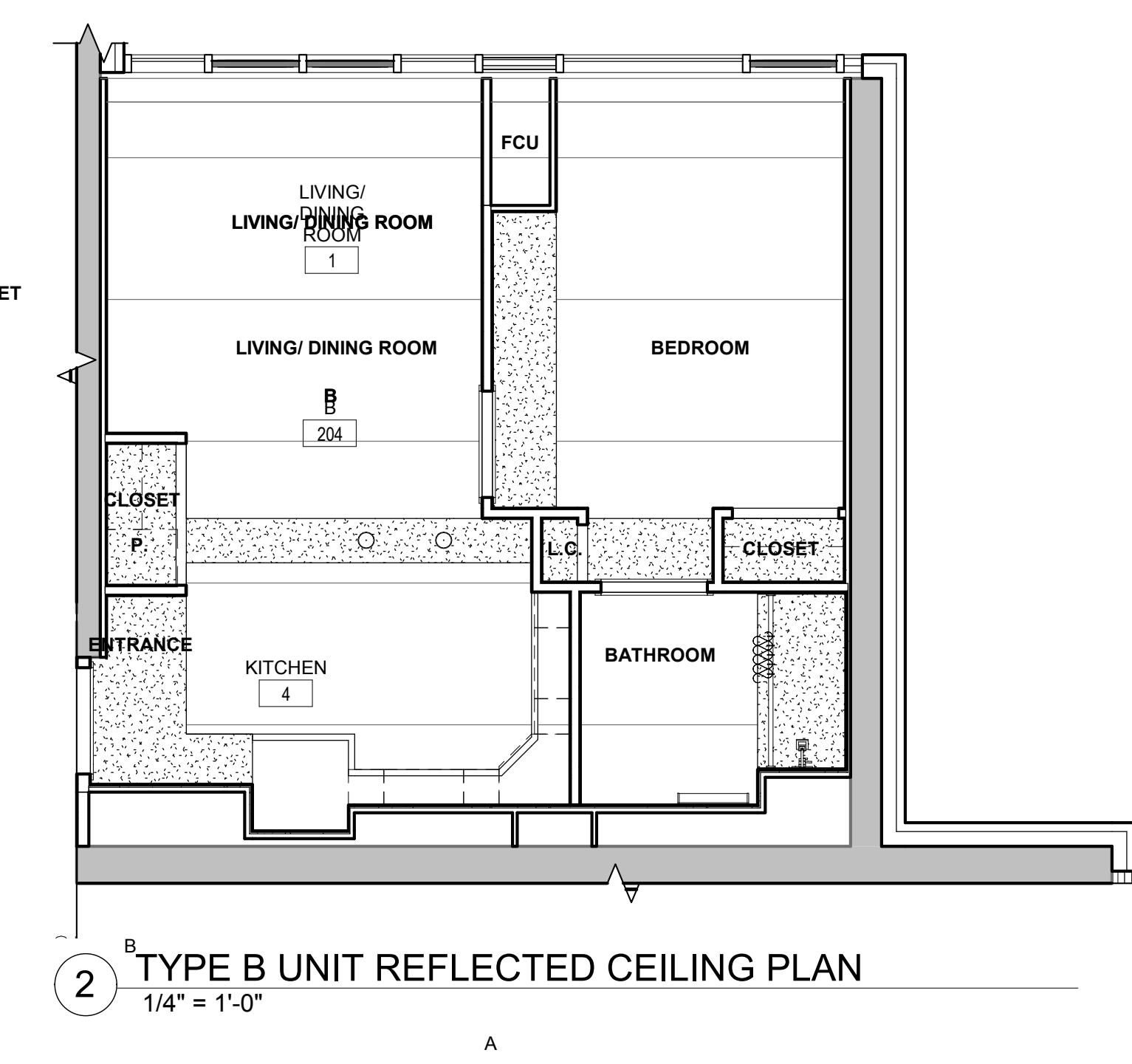
DRAWN BY: MC

CHKD BY: MC

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SHEET TITLE  
**TYPE B UNIT**

**A421**





NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/20/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

DRAWN BY:

CHKD BY: MC

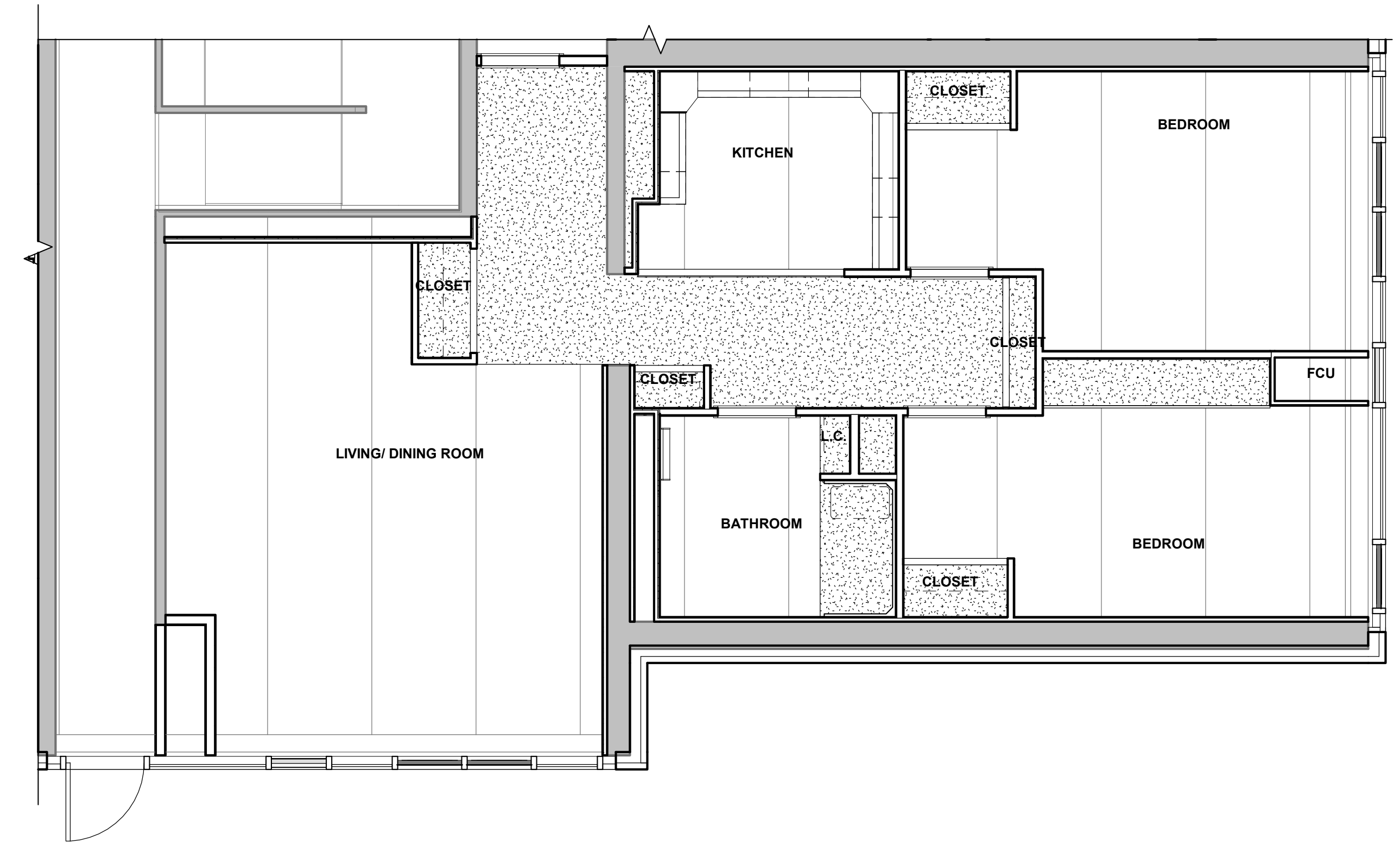
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SHEET TITLE

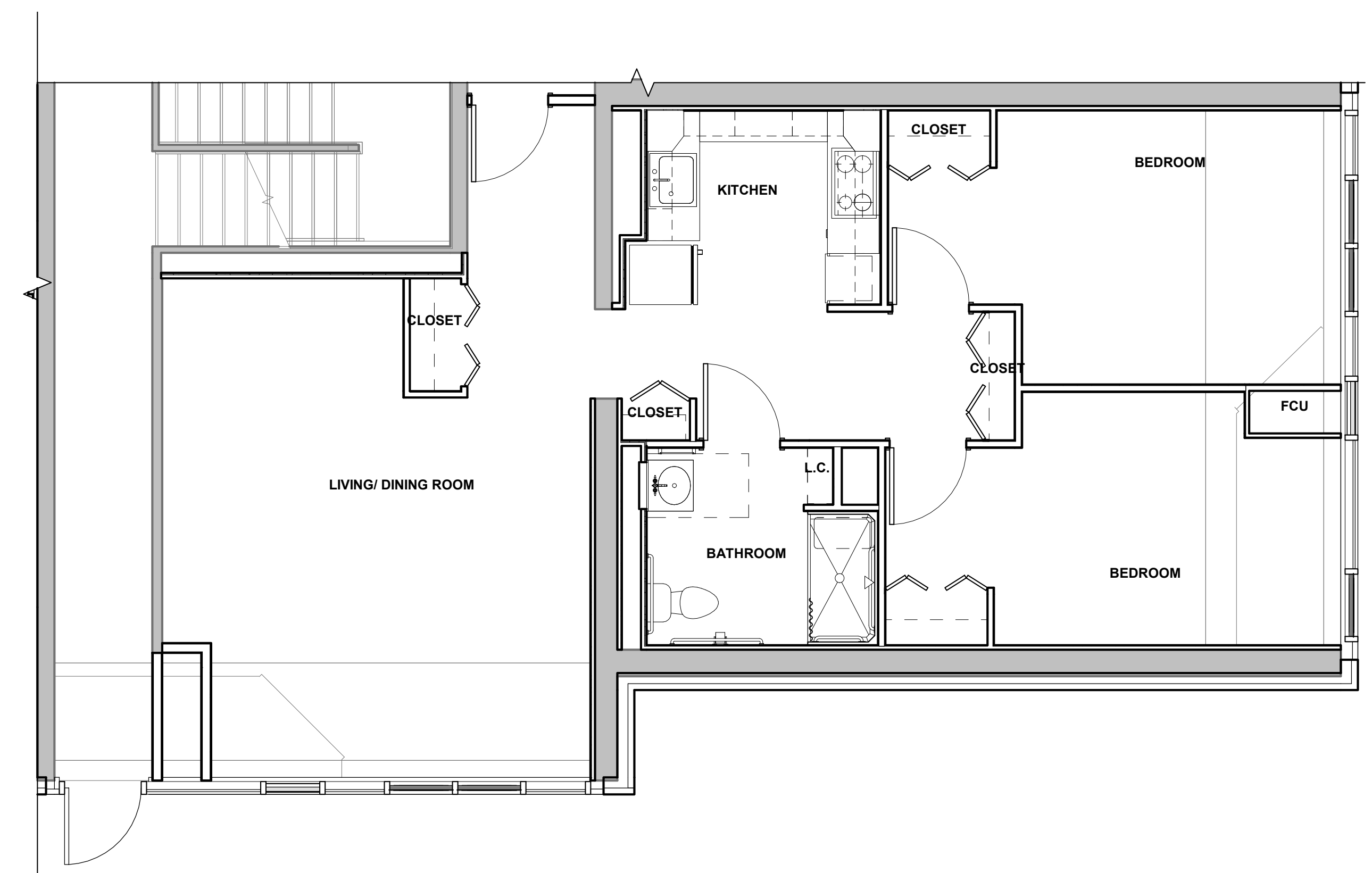
**TYPE C UNIT**

**A422**

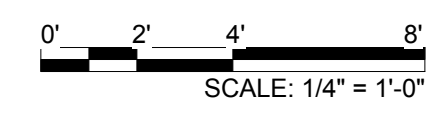
NOT FOR CONSTRUCTION



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



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



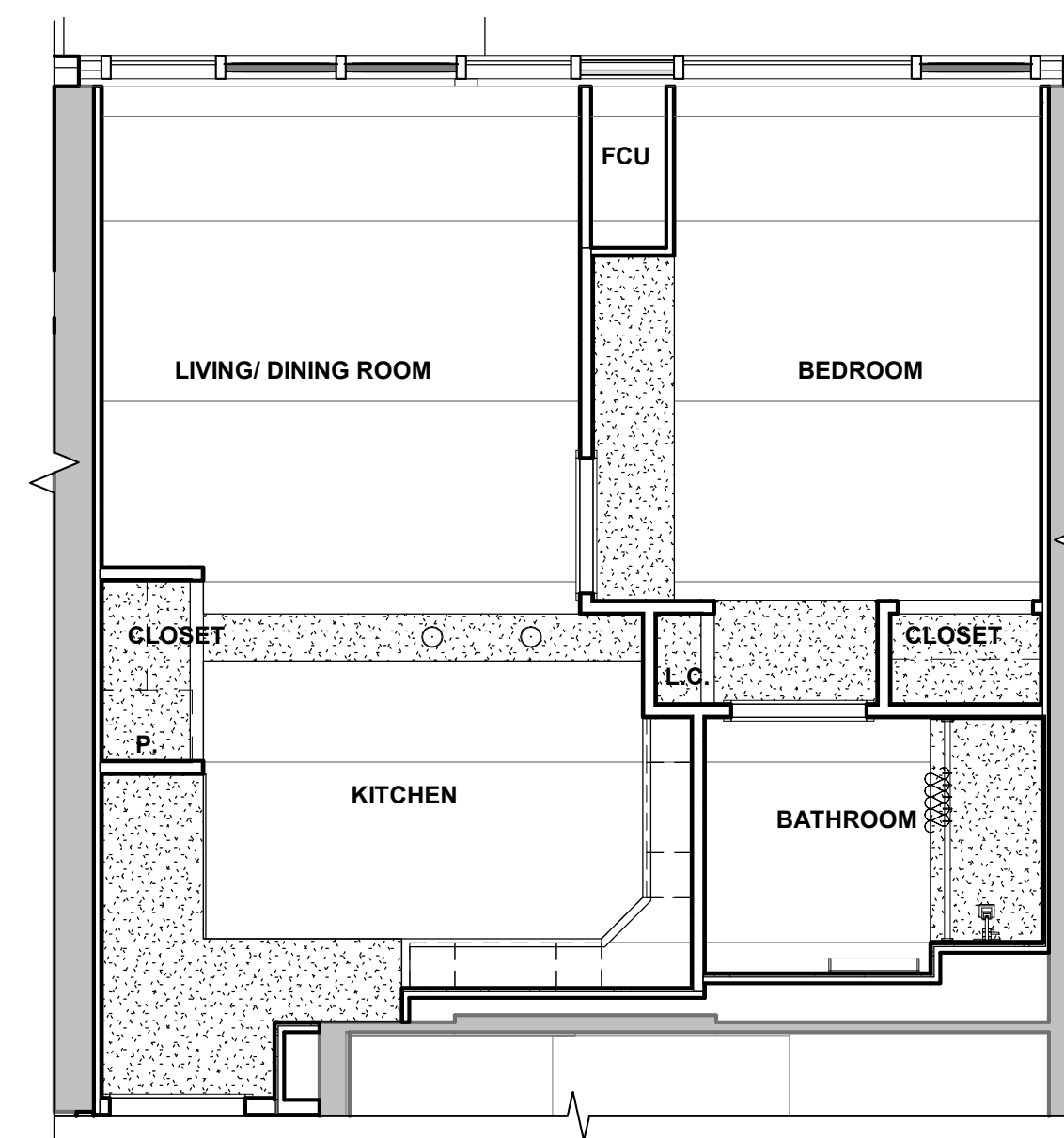
NO.	DATE	DESCRIPTION
0001/18		COMPREHENSIVE PERMIT APPLICATION
0004/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
 DRAWN BY:  
 CHKD BY: MC

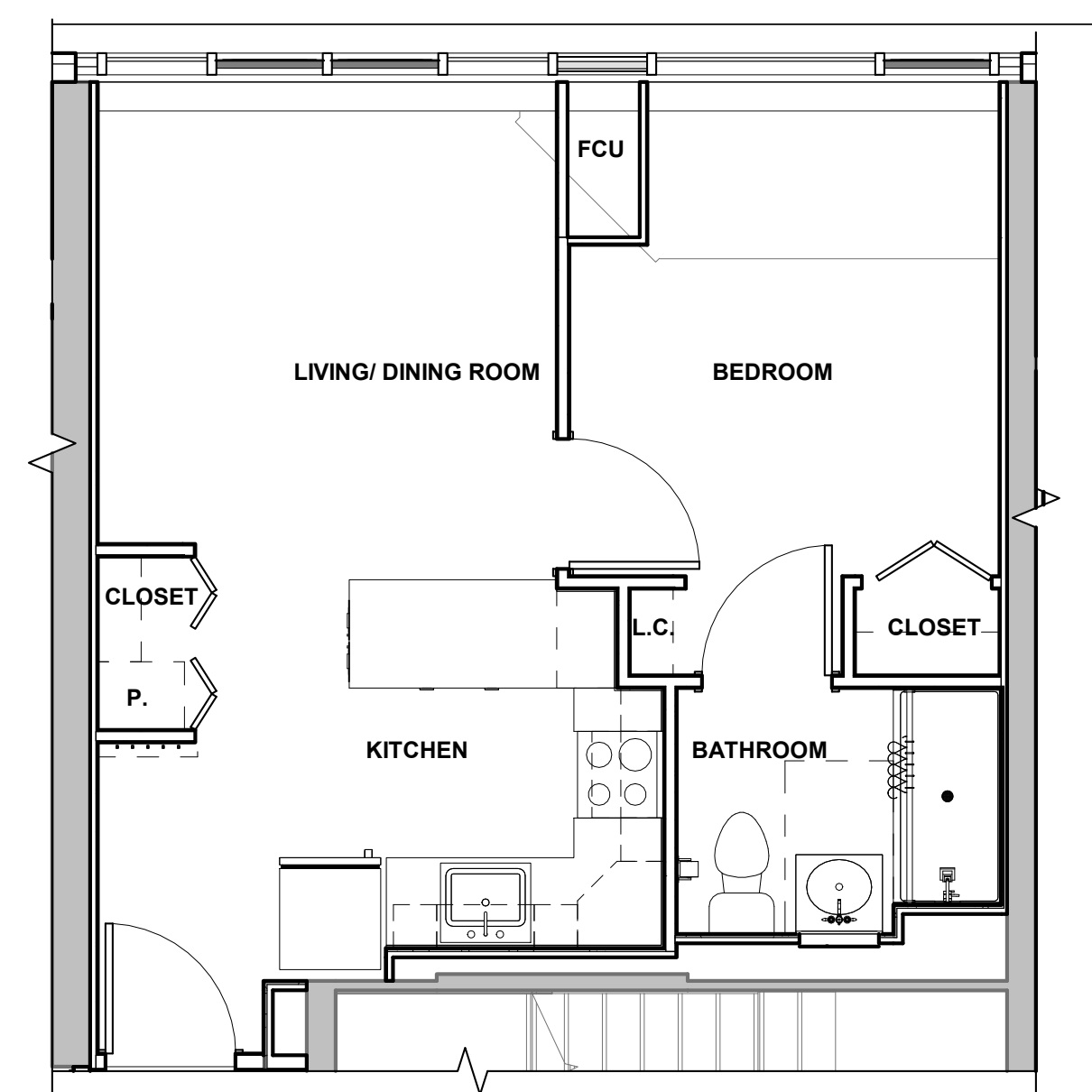
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SHEET TITLE  
**TYPE D UNIT**

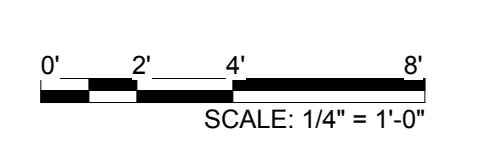
**A423**



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



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



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CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS**  
 REVITALIZATION  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
007/1/18		COMPREHENSIVE PERMIT APPLICATION
008/1/18		100% SCHEMATIC DESIGN SUBMISSION
009/24/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

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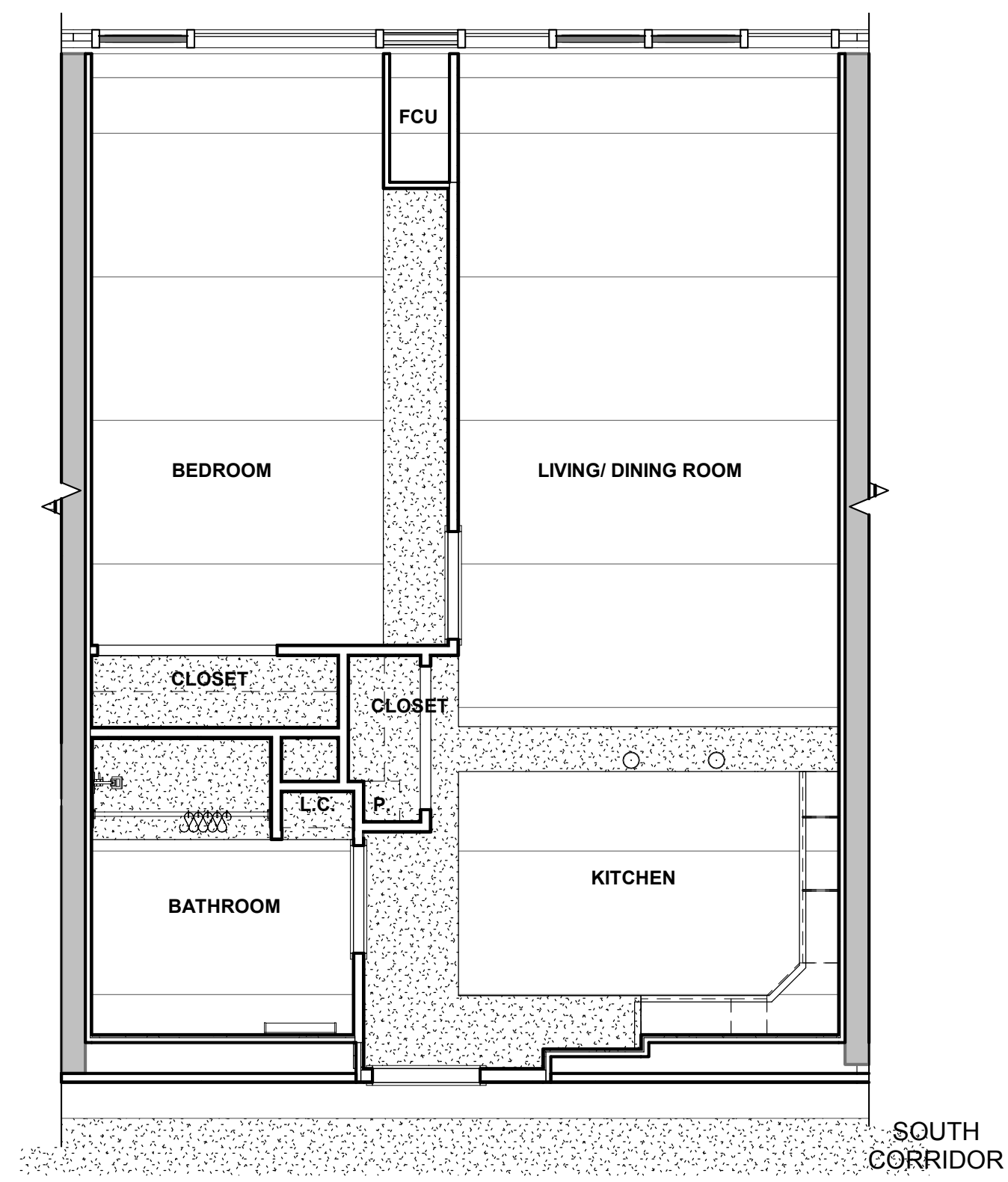
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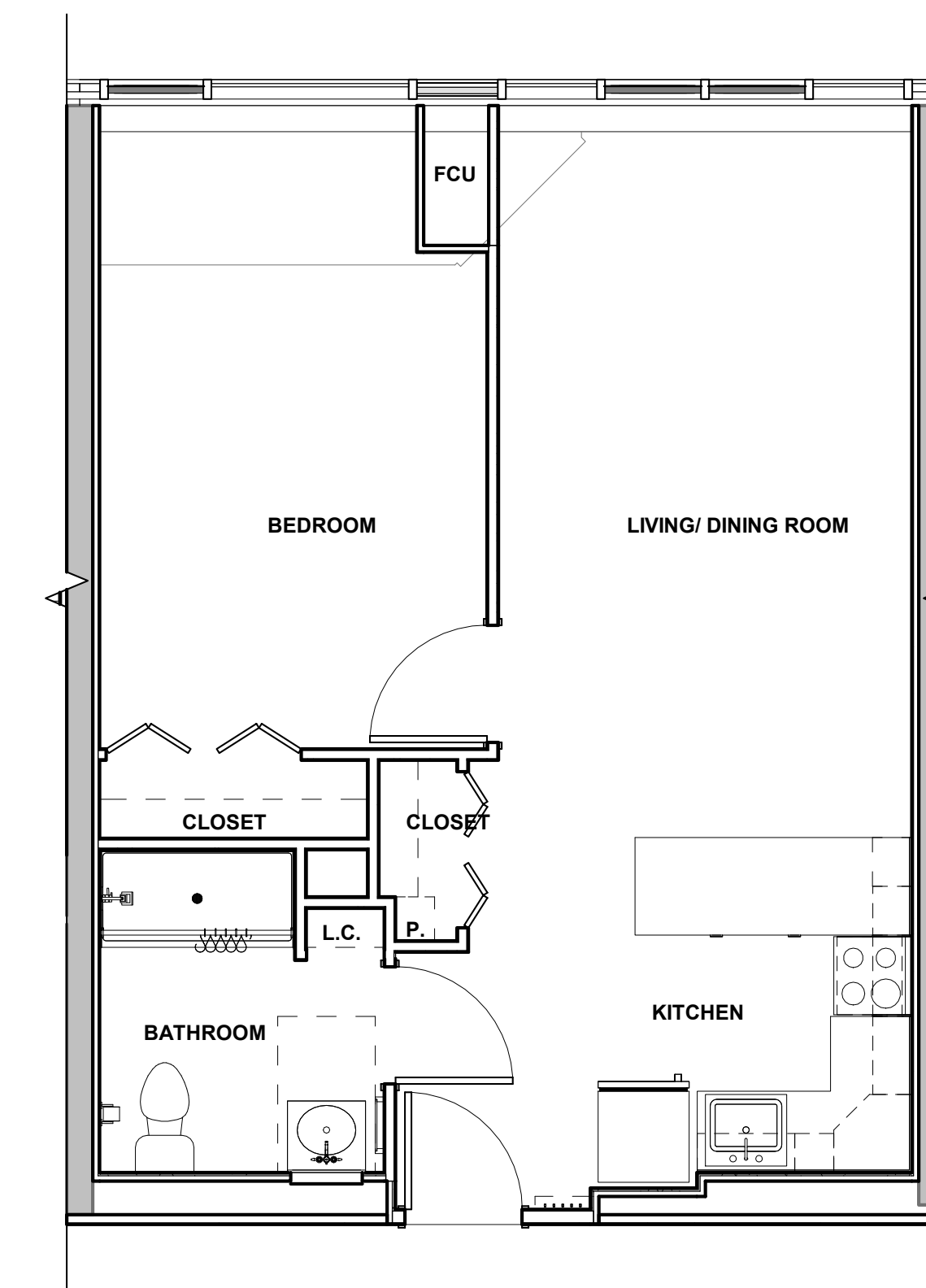
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TYPE E UNIT

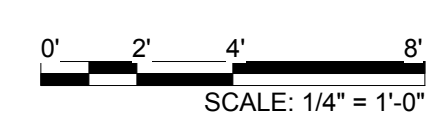
**A424**



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



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



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CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS**  
 REVITALIZATION  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

DRAWN BY:

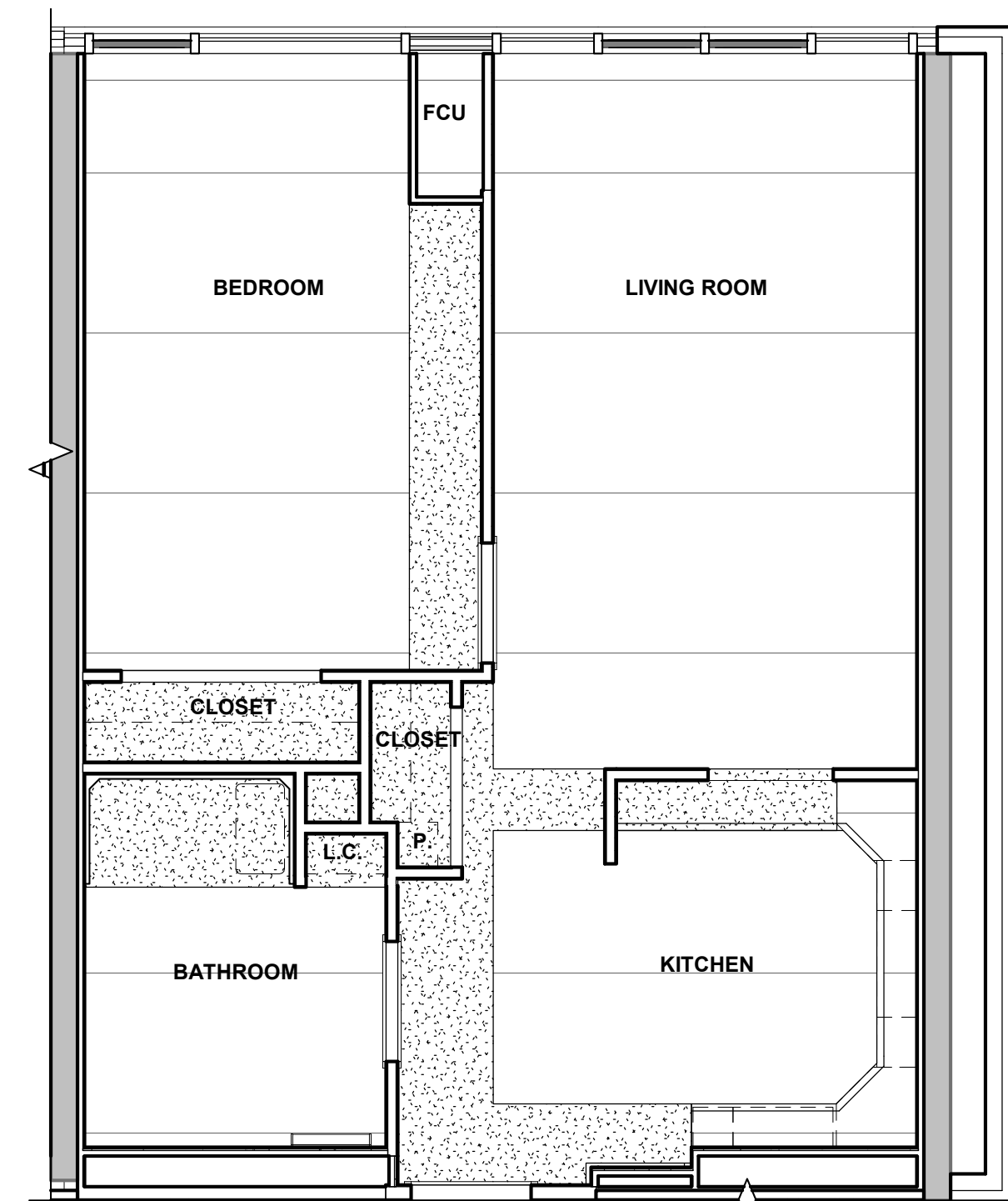
CHKD BY: MC

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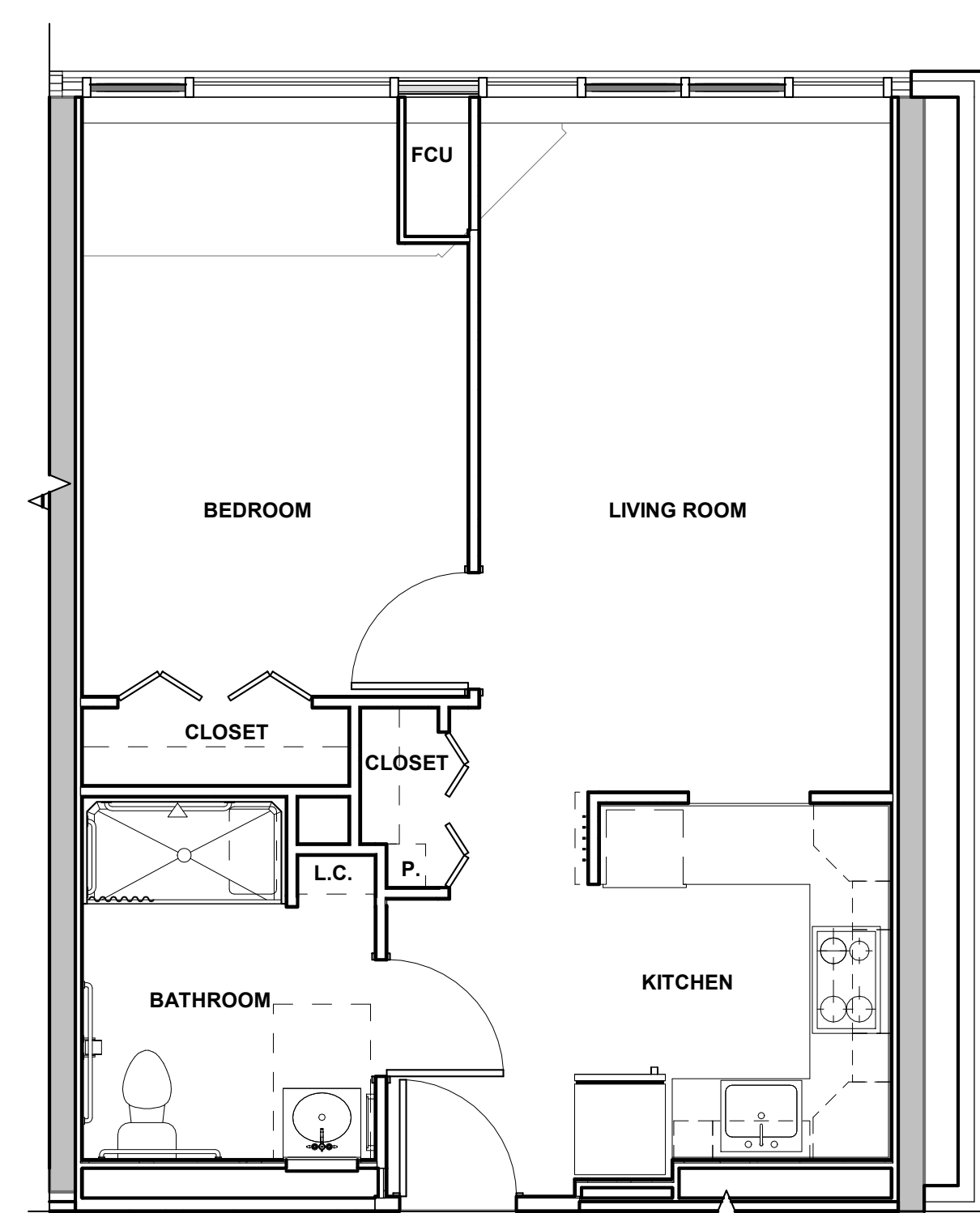
SHEET TITLE

TYPE E (BF) UNIT

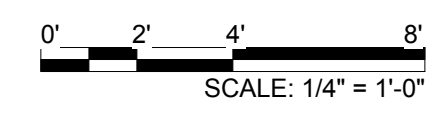
**A425**



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



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



NOT FOR CONSTRUCTION

MILLERS RIVER APARTMENTS  
 REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY

15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
007/1/18		COMPREHENSIVE PERMIT APPLICATION
008/1/18		100% SCHEMATIC DESIGN SUBMISSION
009/04/18		50% SCHEMATIC DESIGN SUBMISSION
04/20/18		

PROJECT NO: 21726

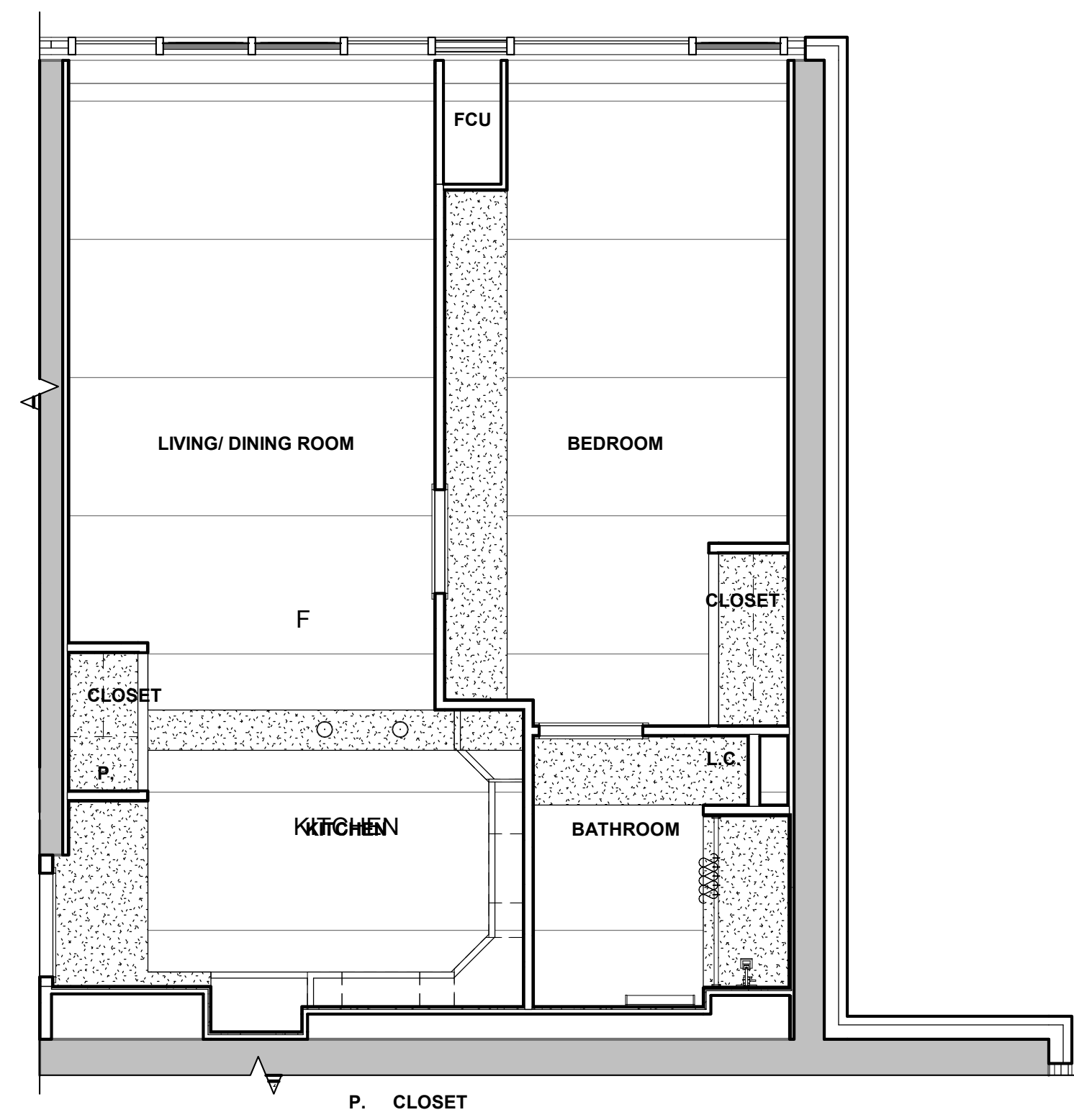
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CHKD BY: MC

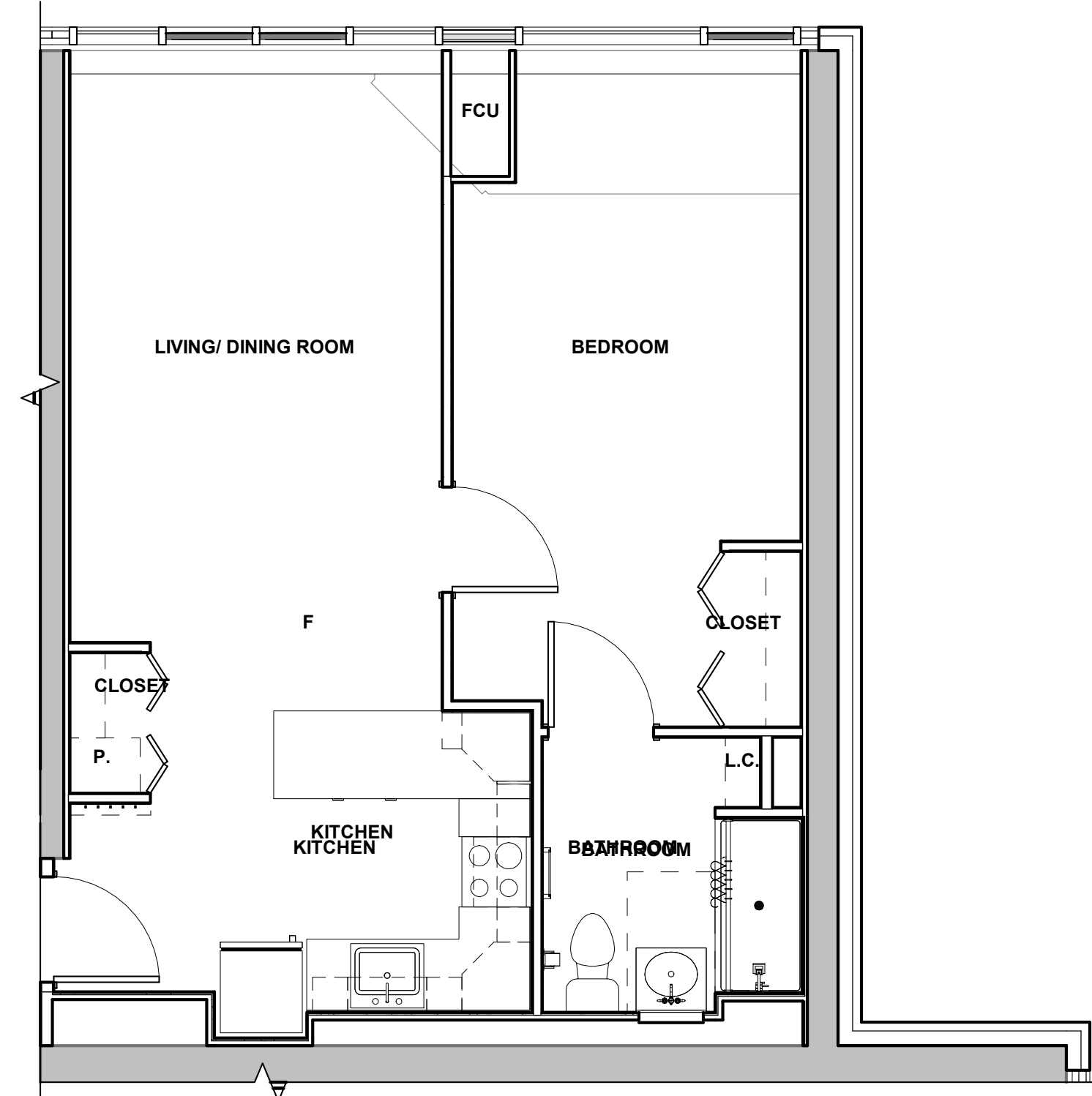
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SHEET TITLE  
**TYPE F UNIT**

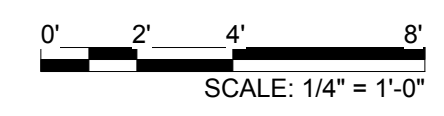
**A426**



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



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



NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

DRAWN BY:

CHKD BY: MC

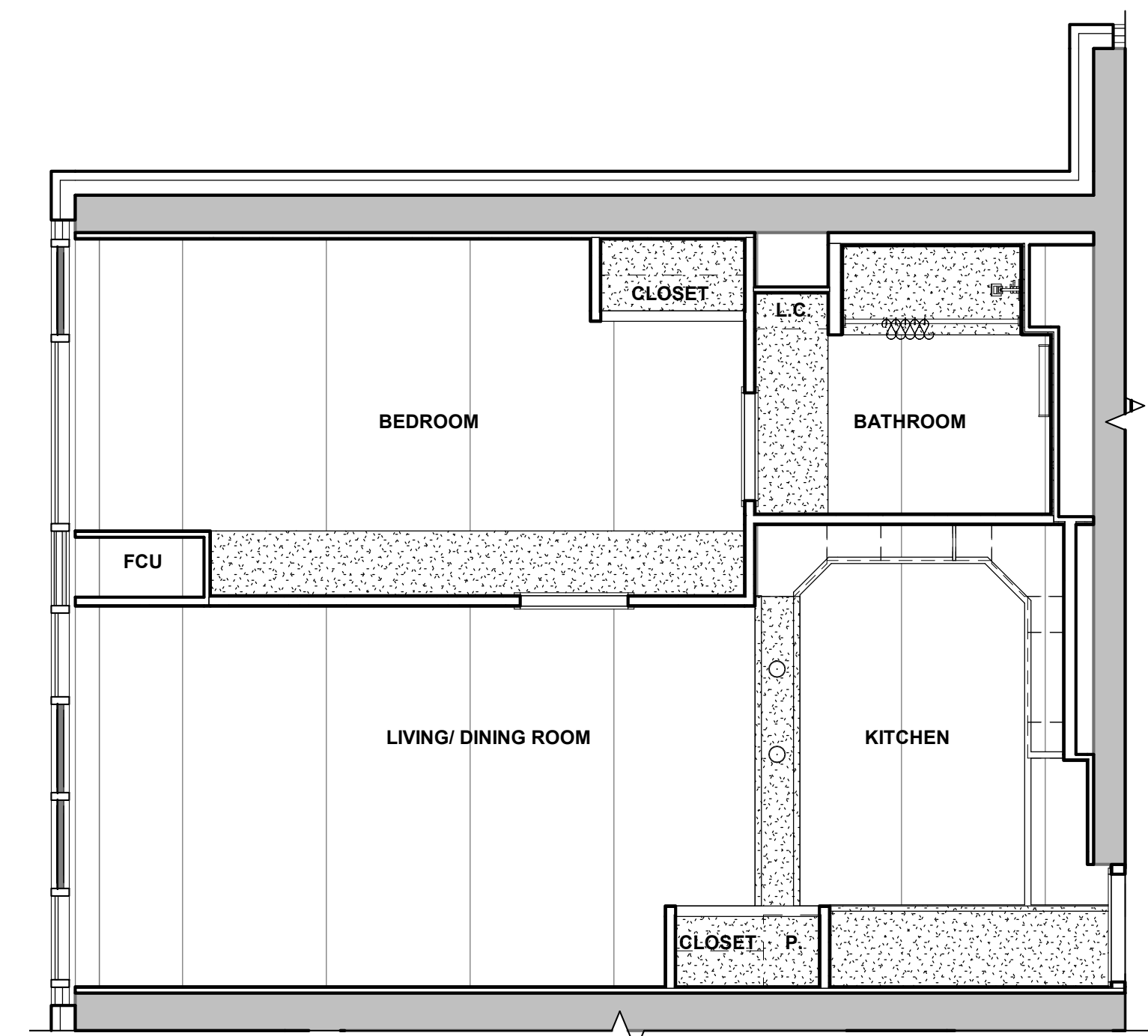
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SHEET TITLE

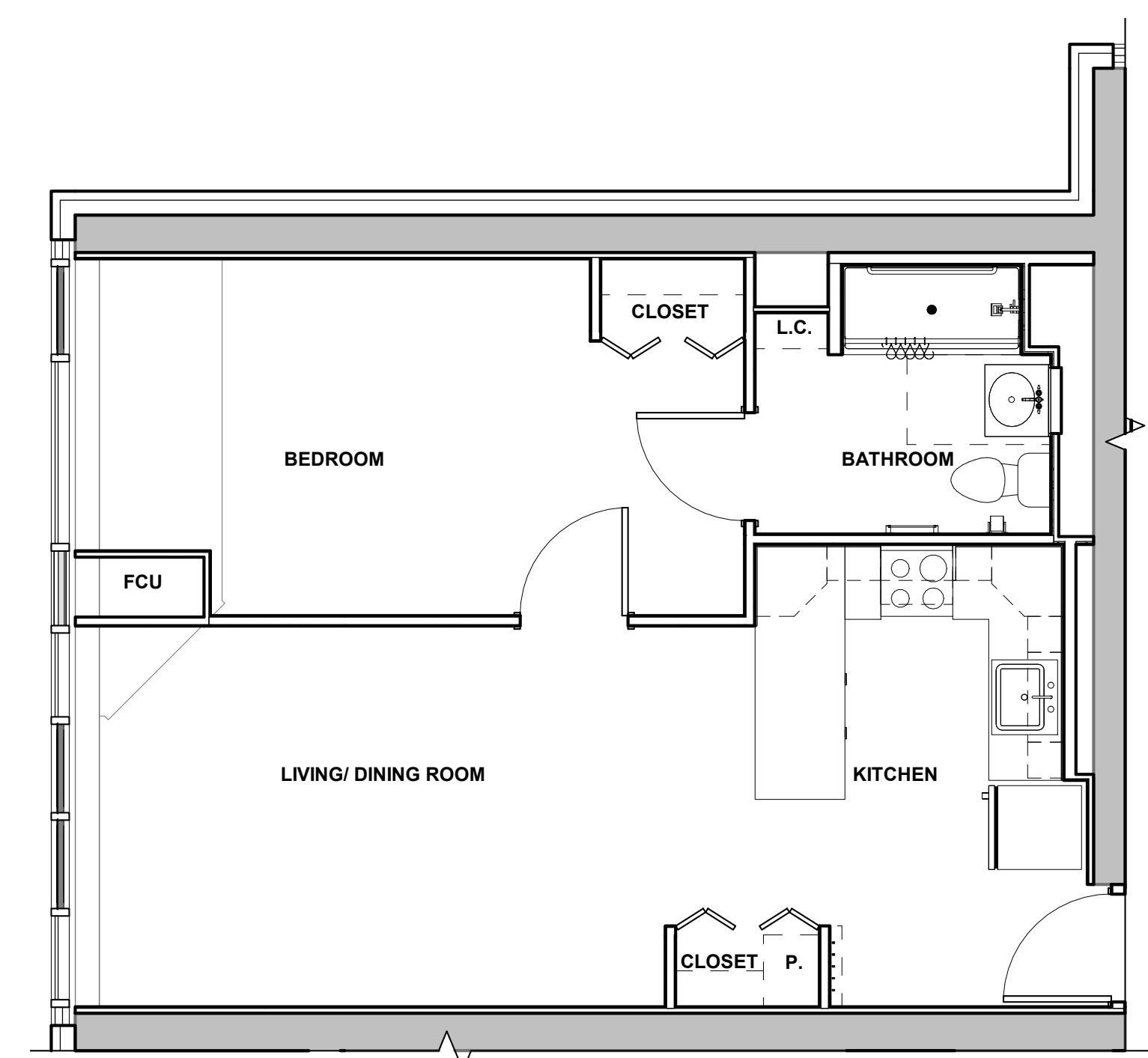
**TYPE G UNIT**

**A427**

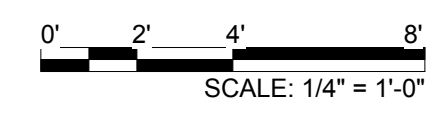
NOT FOR CONSTRUCTION



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



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



NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
08/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: MC  
CHKD BY:

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SHEET TITLE  
**TYPE G (BF)  
UNIT**

**A428**

**UNIT FINISH SCHEDULE**

NAME	FLOOR	BASE	WALLS				WALL NOTES	CEILING		REMARKS
			NORTH	SOUTH	EAST	WEST		MATERIAL	FINISH	
KITCHEN	VL PLANK TILE	4" VL	PT	PT	PT	PT	SSTL BK SPL @ STOVE & SINK	GWB/EXIST	PT	
LIVING/DINING AREA	VL PLANK TILE	4" VL	PT	PT	PT	PT		GWB/EXIST	PT	
BEDROOM	VL PLANK TILE	4" VL	PT	PT	PT	PT		GWB/EXIST	PT	
BATHROOM	CT	CT	PT	PT/CT	PT	PT	CT WAINSCOT @ WET WALL	EX	PT	

**GENERAL CASEWORK NOTES**

TYPE	DESCRIPTION
W	WALL CABINET
CW	CORNER WALL CABINET
B	BASE CABINET
CB	CORNER BASE CABINET
SB	SINK BASE CABINET
OB	OVEN BASE CABINET
TB	TRASH BASE CABINET
P	PANTRY
FP	FILLER PANEL

WALL CABINET DEPTH: 12" UNLESS NOTED  
BASE CABINET DEPTH: 24" UNLESS NOTED  
CASEWORK DIMENSIONING REFERENCE:  
WIDTH - HEIGHT - (DEPTH IF DIFFERENT)

**SHEET KEYNOTE SCHEDULE**

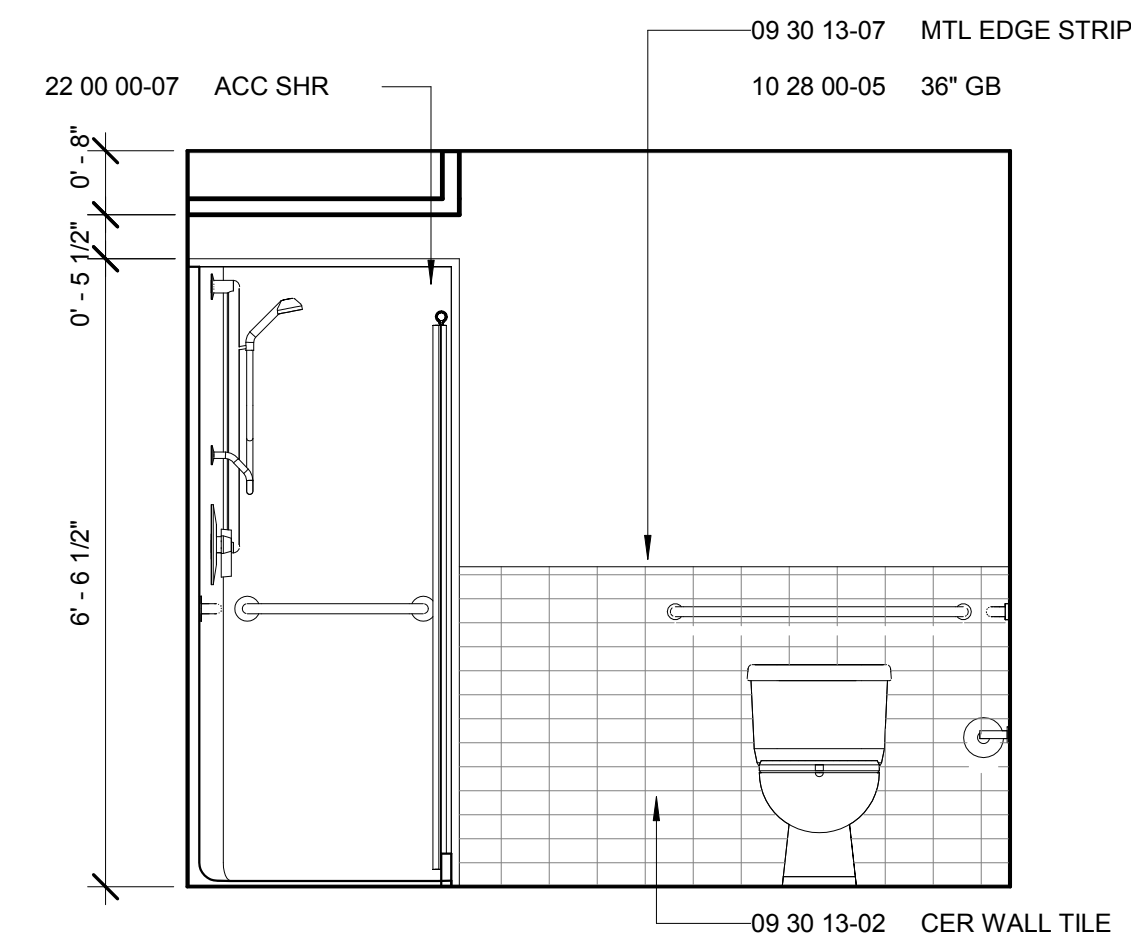
09 30 13-01	CER FLR TILE
09 30 13-02	CER WALL TILE
09 30 13-03	CTB
09 30 13-07	MTL EDGE STRIP
09 30 13-08	ST THRES
09 65 13-01	RESIL BASE
09 65 13-08	TRANSITION STRIP
09 65 19-50	VINYL PLANK TILE
10 26 00-50	SSTL MTL SHT
10 28 00-51	TB
11 31 00-02	REFR
11 31 00-03	WALL OVEN
11 31 00-07	CK TP
11 31 00-08	RANGE HOOD
12 35 30-50	BASE CABINET
12 35 30-51	UPPER CABINET
12 35 30-52	POSTFORMED PLAM CNTR TOP
12 35 30-53	FINISHED END PANEL
12 35 30-54	OPEN SHELVING
22 00 00-07	ACC SHR
26 00 00-03	LT
26 00 00-04	OUTLET

**UNIT POWER LEGEND**

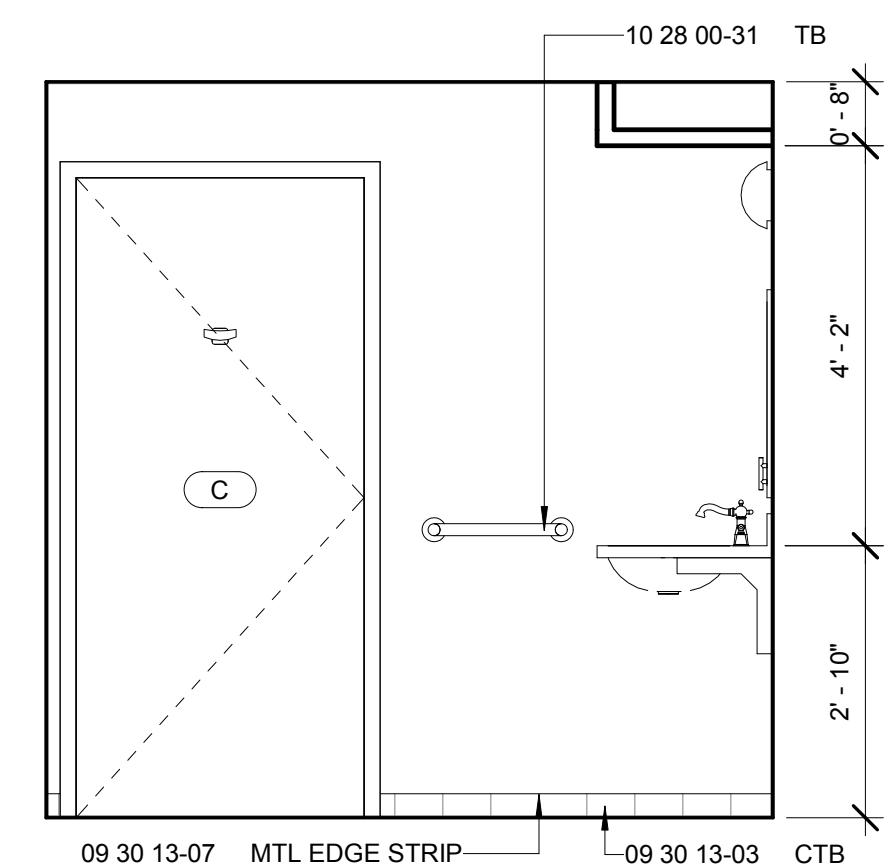
- DATA/TELEPHONE
- CABLE TELEVISION
- DOUBLE DUPLEX HALF SWITCH (@ TOP)
- DOUBLE DUPLEX ON NORMAL CIRCUIT
- DUPLEX ON NORMAL CIRCUIT
- DUPLEX ON NORMAL CIRCUIT
- SINGLE RECEPTACLE ON NORMAL CIRCUIT
- RANGE RECEPTACLE ON NORMAL CIRCUIT
- JUNCTION BOX FOR RANGE/HOOD
- PULL CHORD

**FIXTURE SCHEDULE**

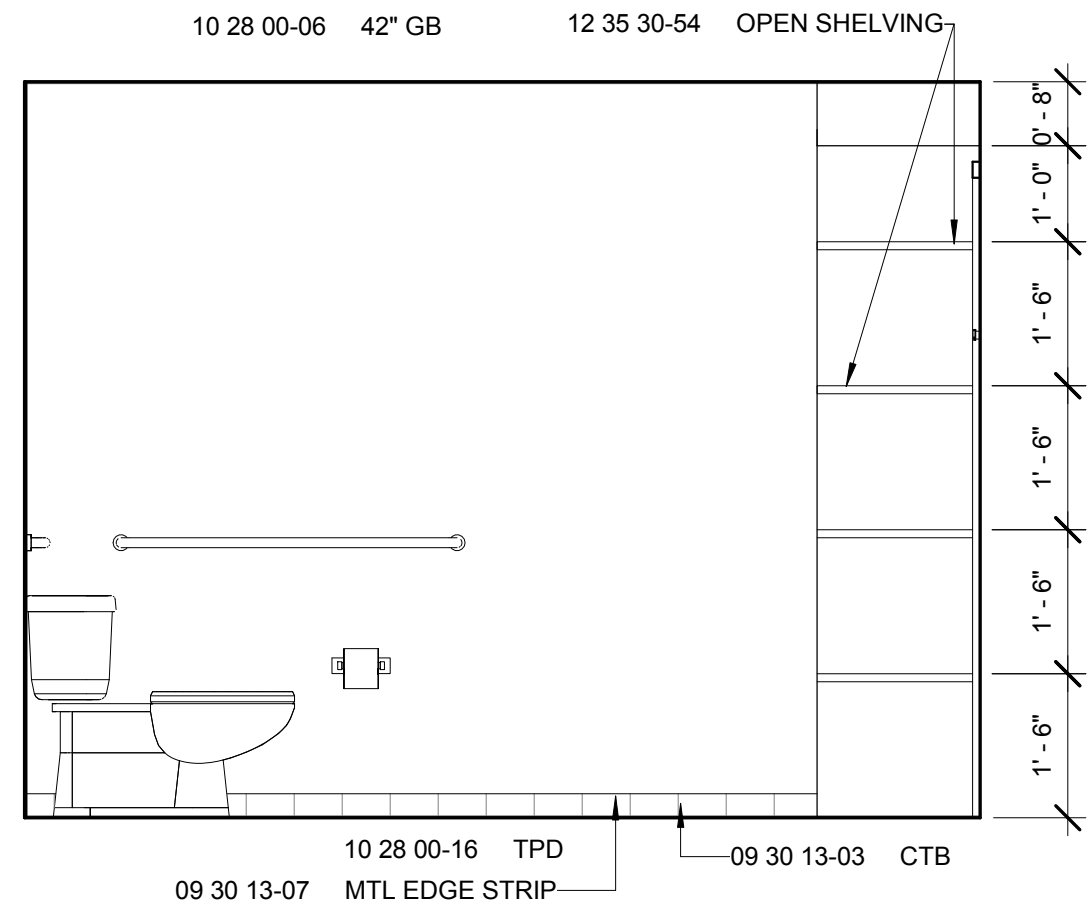
- S3 SWITCH - 3 WAY
- S SWITCH
- A TYPE A - PENDANT LIGHT FIXTURE
- B TYPE B - SURFACE MOUNT LIGHT FIXTURE
- C TYPE C - UNDER COUNTER LED
- D TYPE D - SOFFIT LIGHT FIXTURE
- E TYPE E - VANITY LIGHT



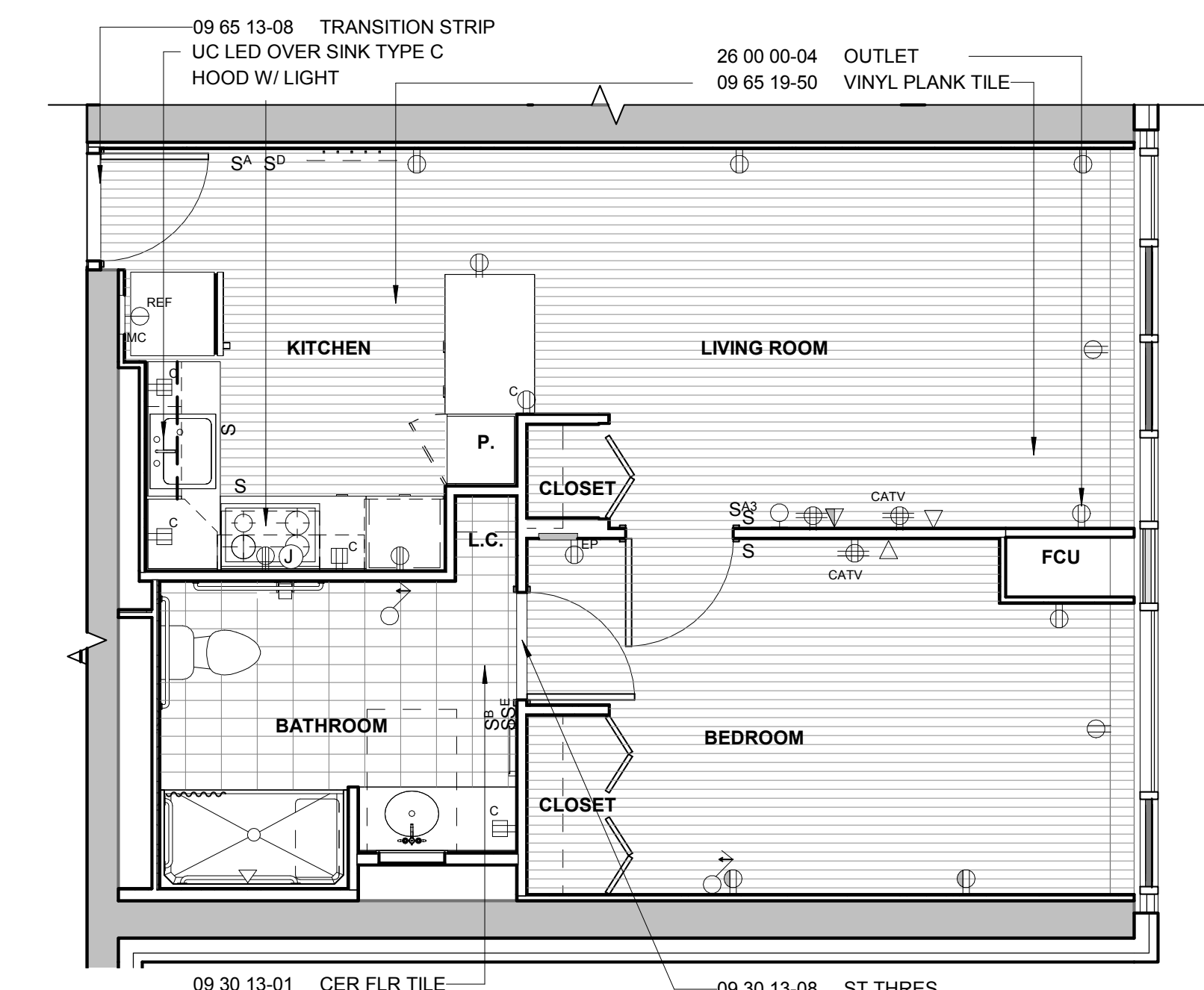
**12 UNIT G(BF) BATHROOM**  
1/2" = 1'-0"



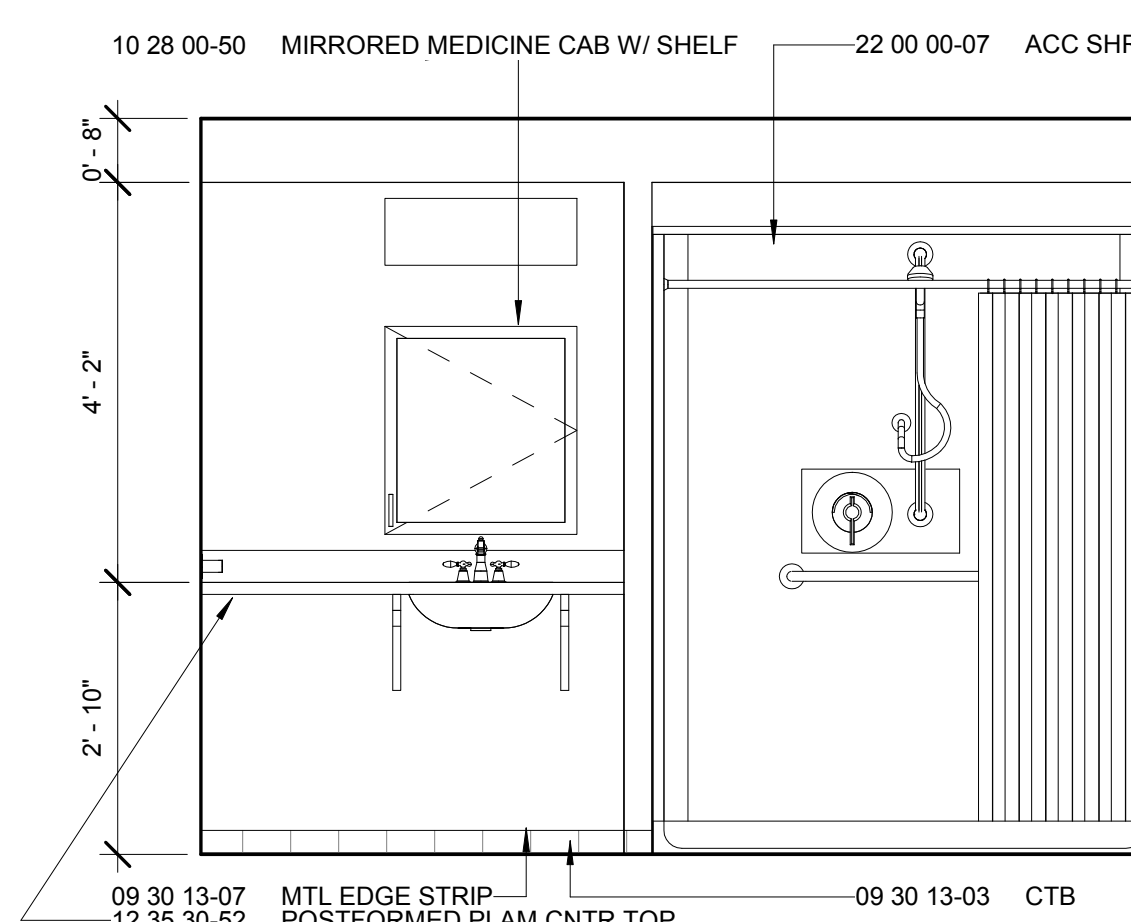
**11 UNIT G(BF) BATHROOM**  
1/2" = 1'-0"



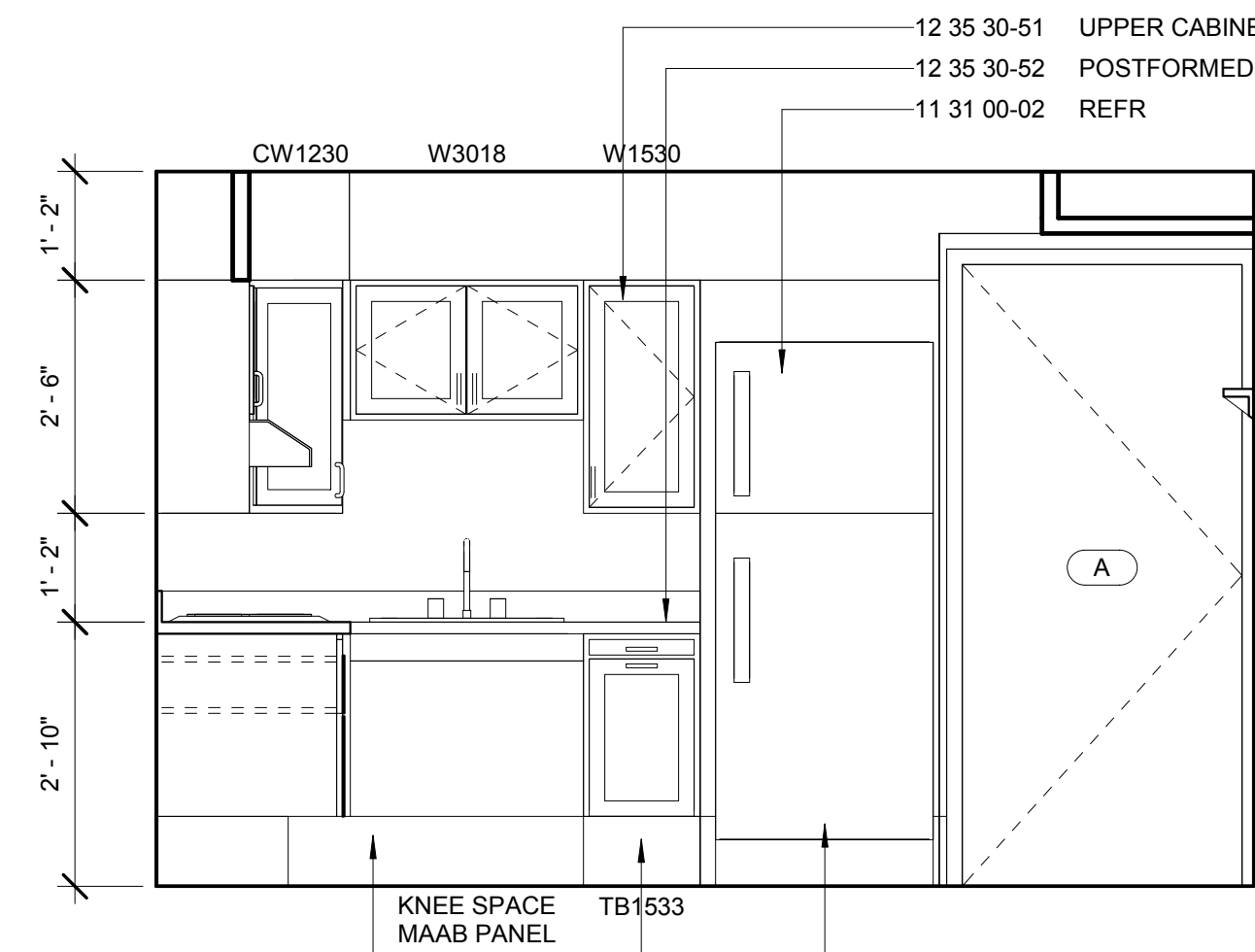
**10 UNIT G(BF) BATHROOM**  
1/2" = 1'-0"



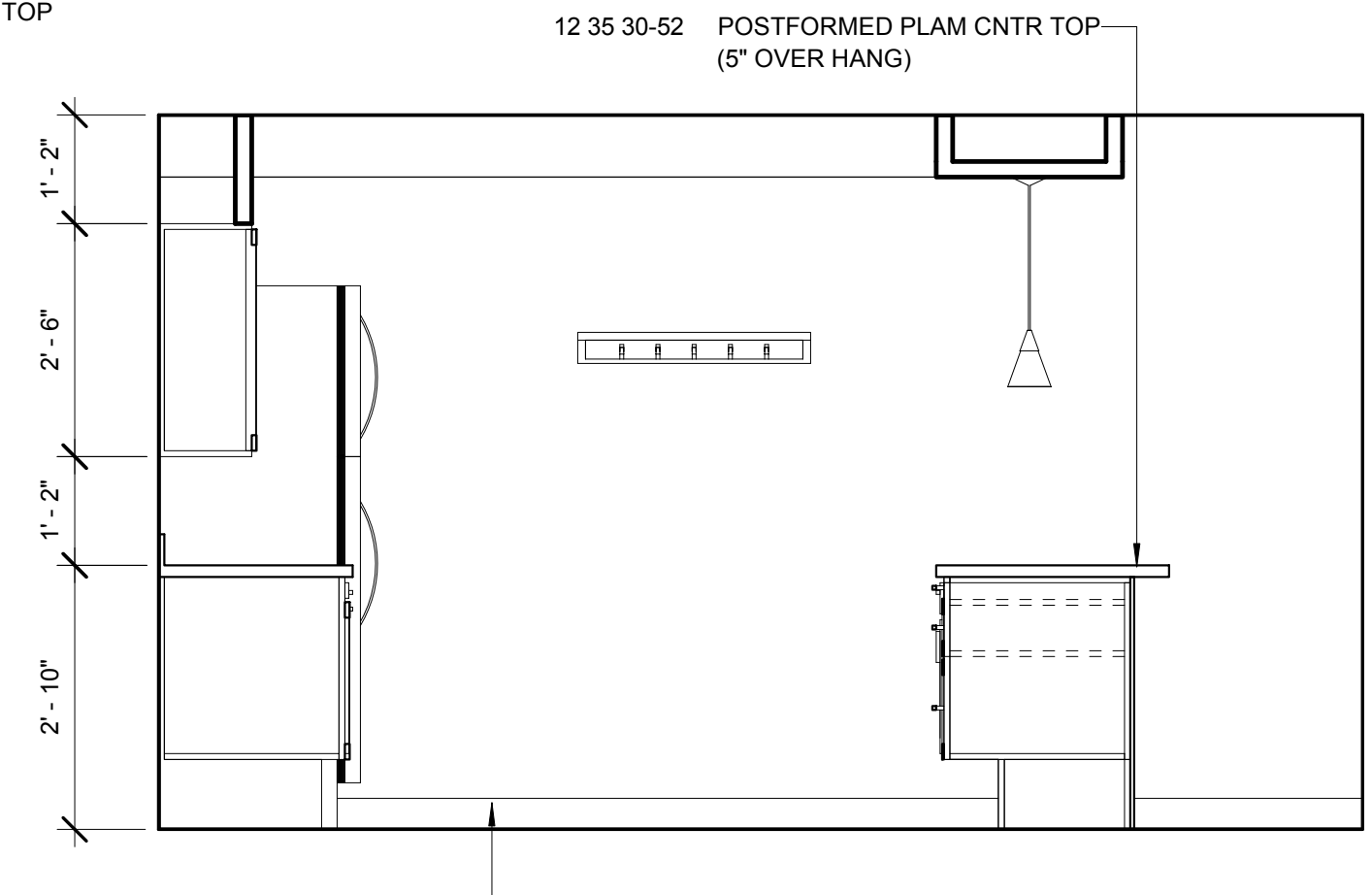
**3 TYPE G(BF) UNIT FINISH PLAN & SCHEMATIC POWER**  
1/4" = 1'-0"



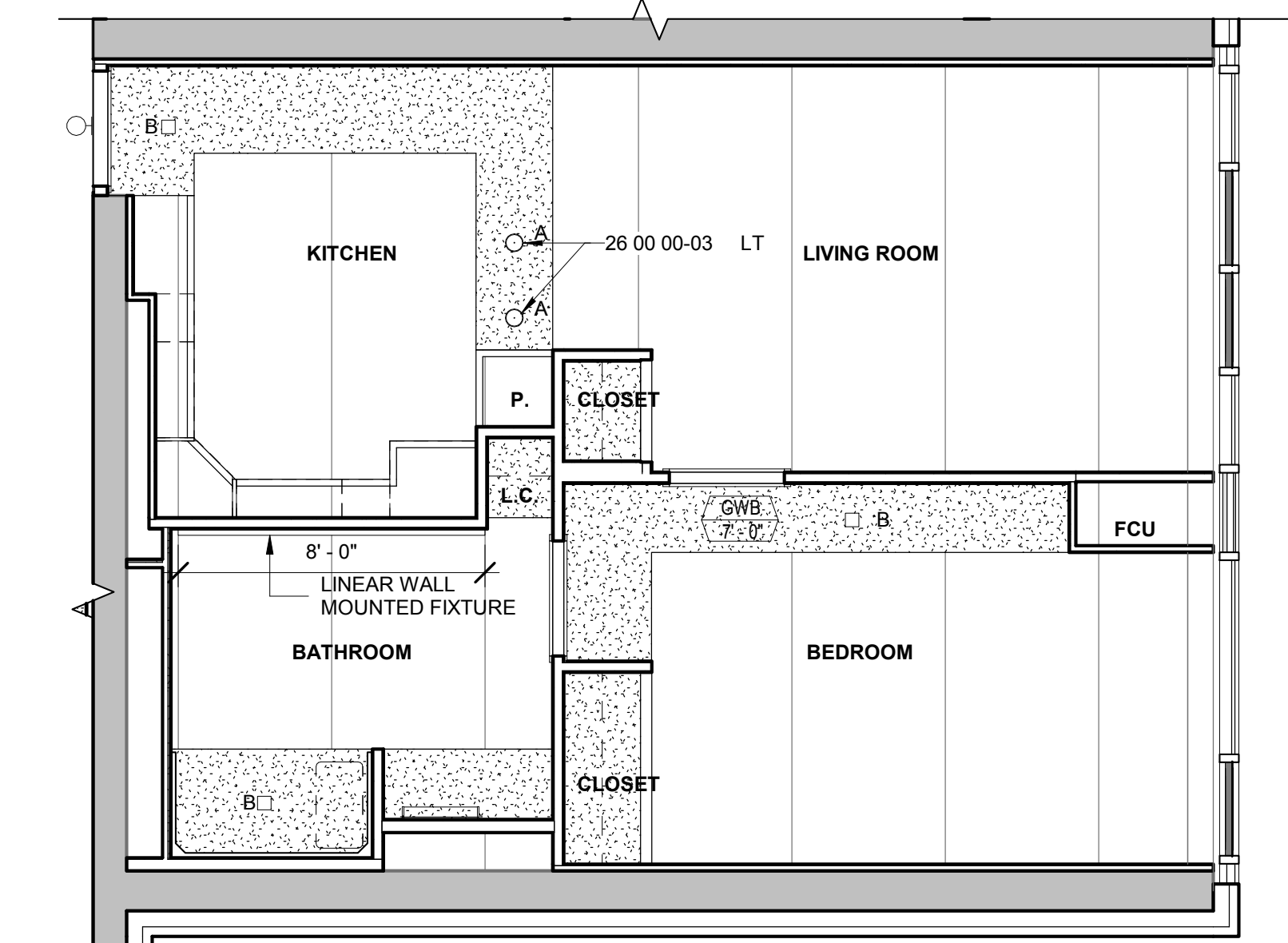
**9 UNIT G(BF) BATHROOM**  
1/2" = 1'-0"



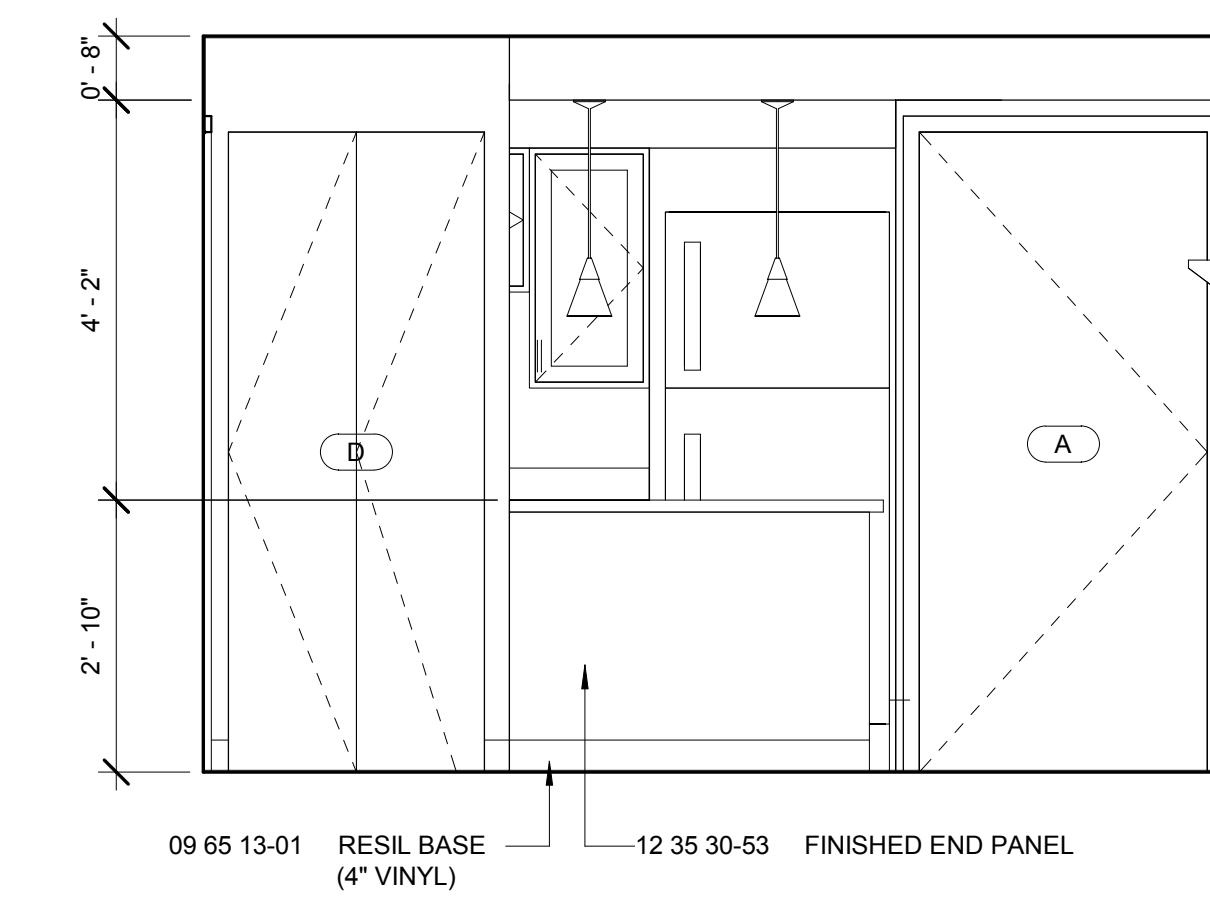
**8 UNIT G(BF) KITCHEN**  
1/2" = 1'-0"



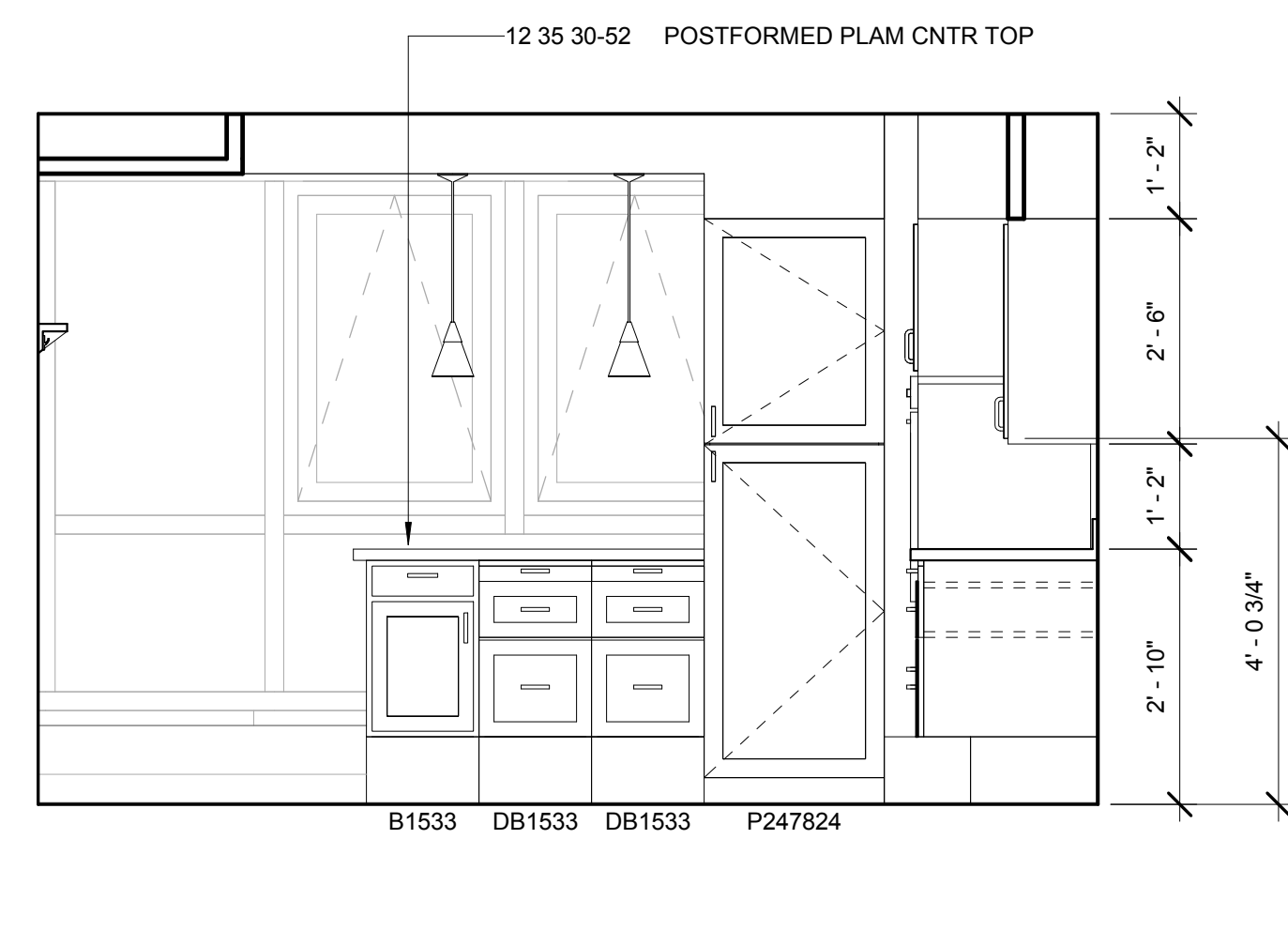
**7 UNIT G(BF) KITCHEN**  
1/2" = 1'-0"



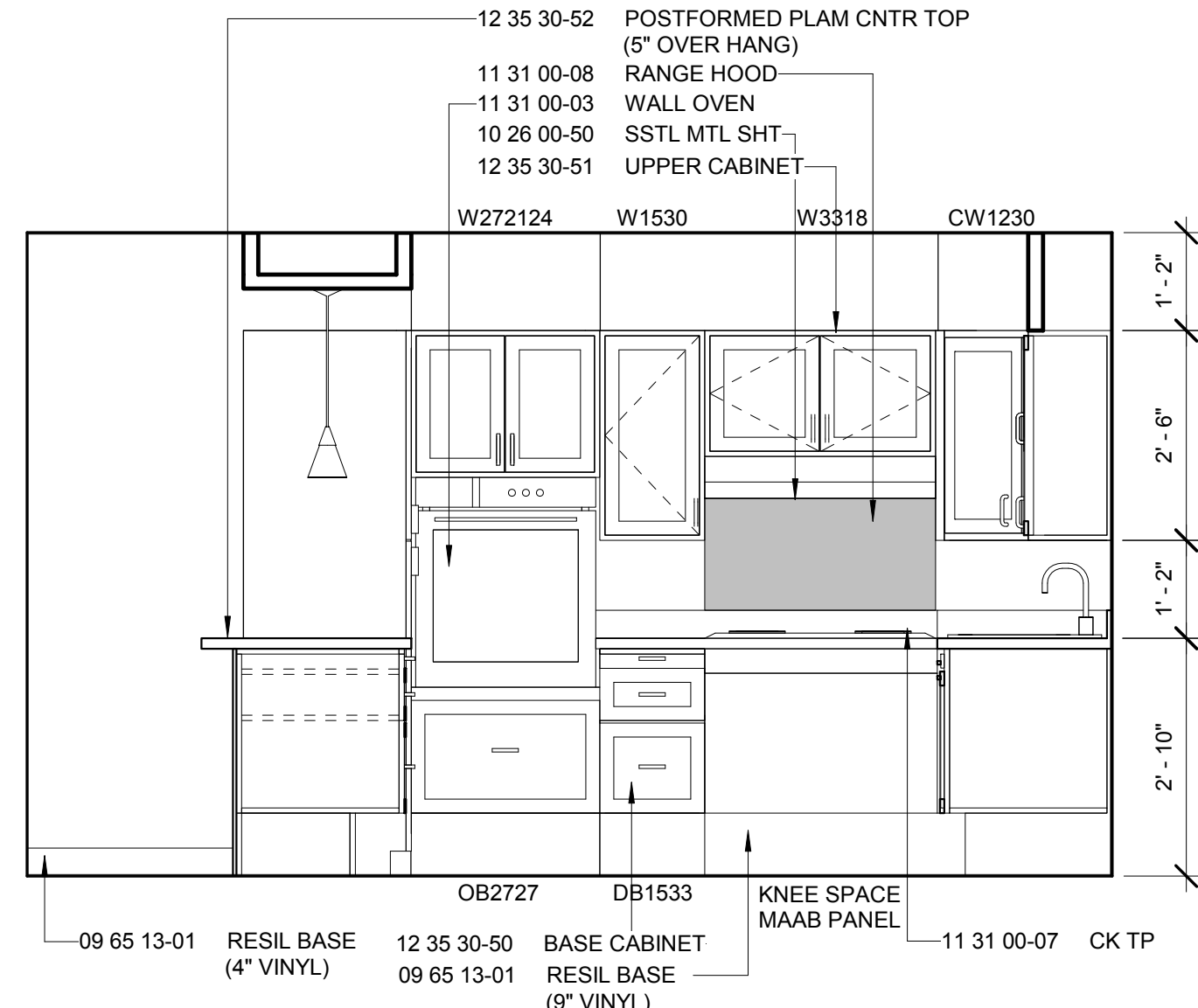
**2 TYPE G(BF) UNIT REFLECTED CEILING PLAN**  
1/4" = 1'-0"



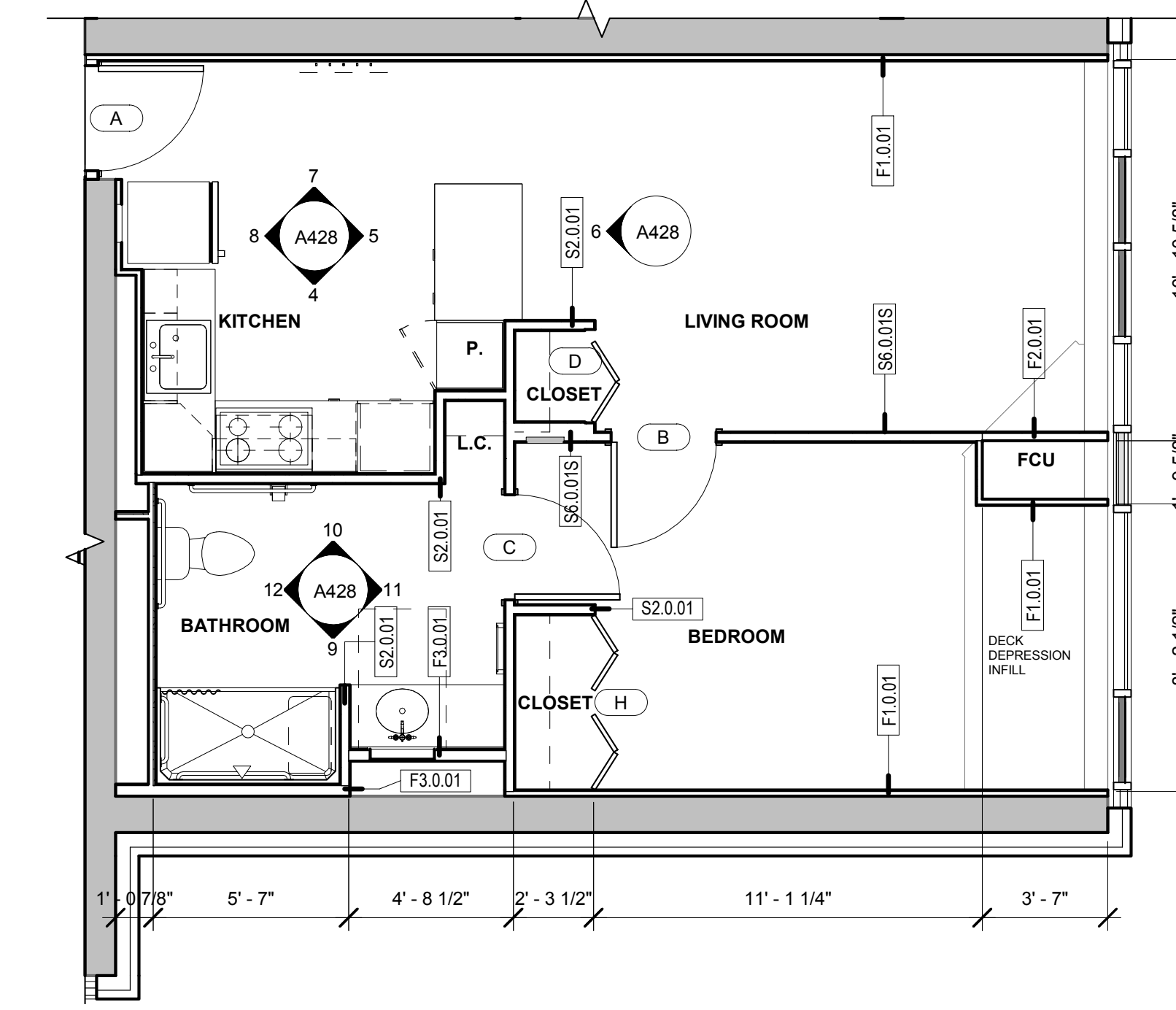
**6 UNIT G(BF) KITCHEN/LIVING**  
1/2" = 1'-0"



**5 UNIT G(BF) KITCHEN**  
1/2" = 1'-0"



**4 UNIT G(BF) KITCHEN**  
1/2" = 1'-0"



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

**FLOOR PLAN LEGEND**

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION
- PARTITIONS TO BE DEMOLISHED
- VINYL PLANK FLOORING
- CERAMIC TILE FLOORING
- CERAMIC TILE WAINSCOT



NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

MILLERS RIVER APARTMENTS  
 REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/20/18		100% SCHEMATIC DESIGN SUBMISSION
06/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726

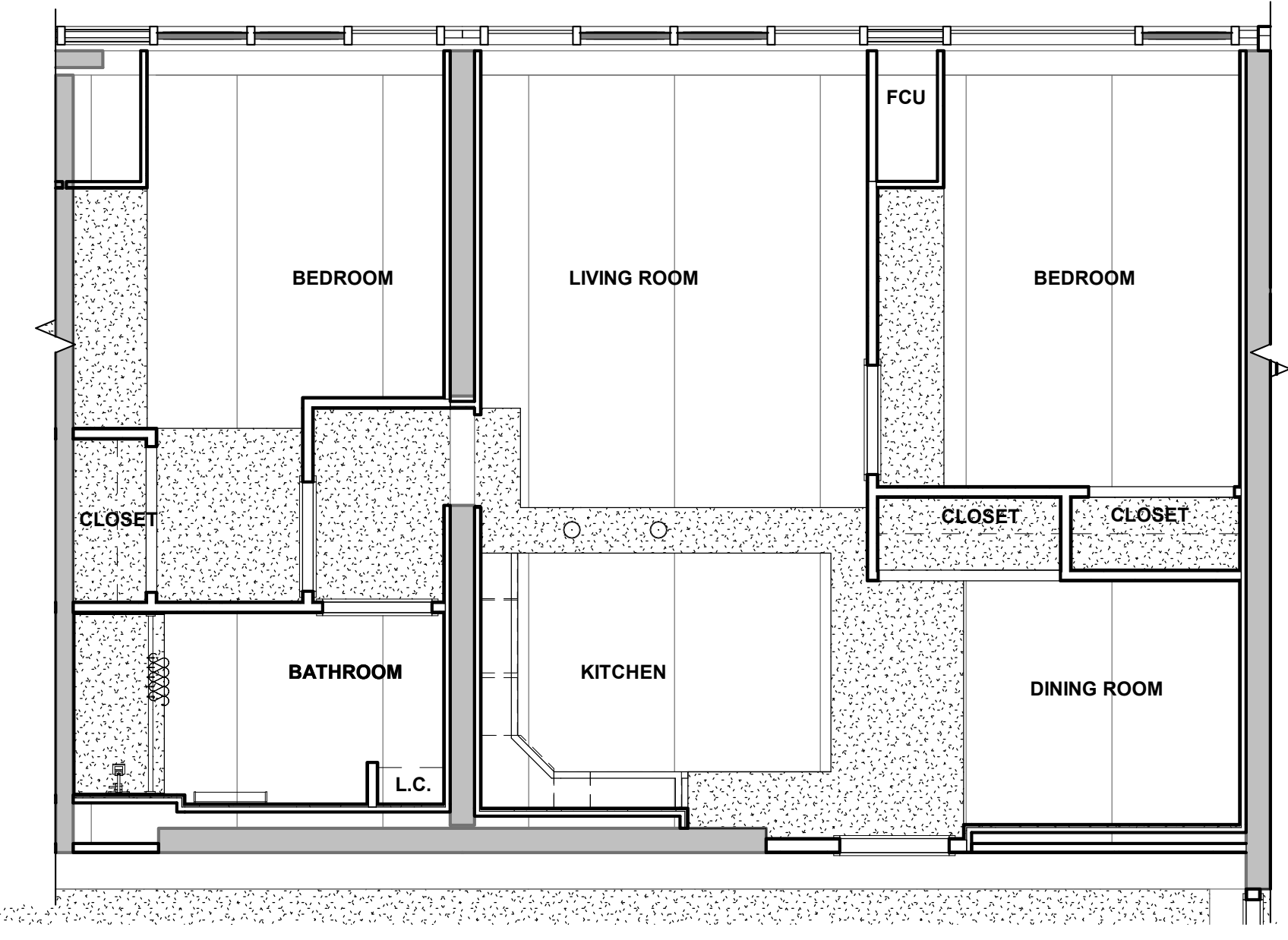
DRAWN BY: MC

CHKD BY: MC

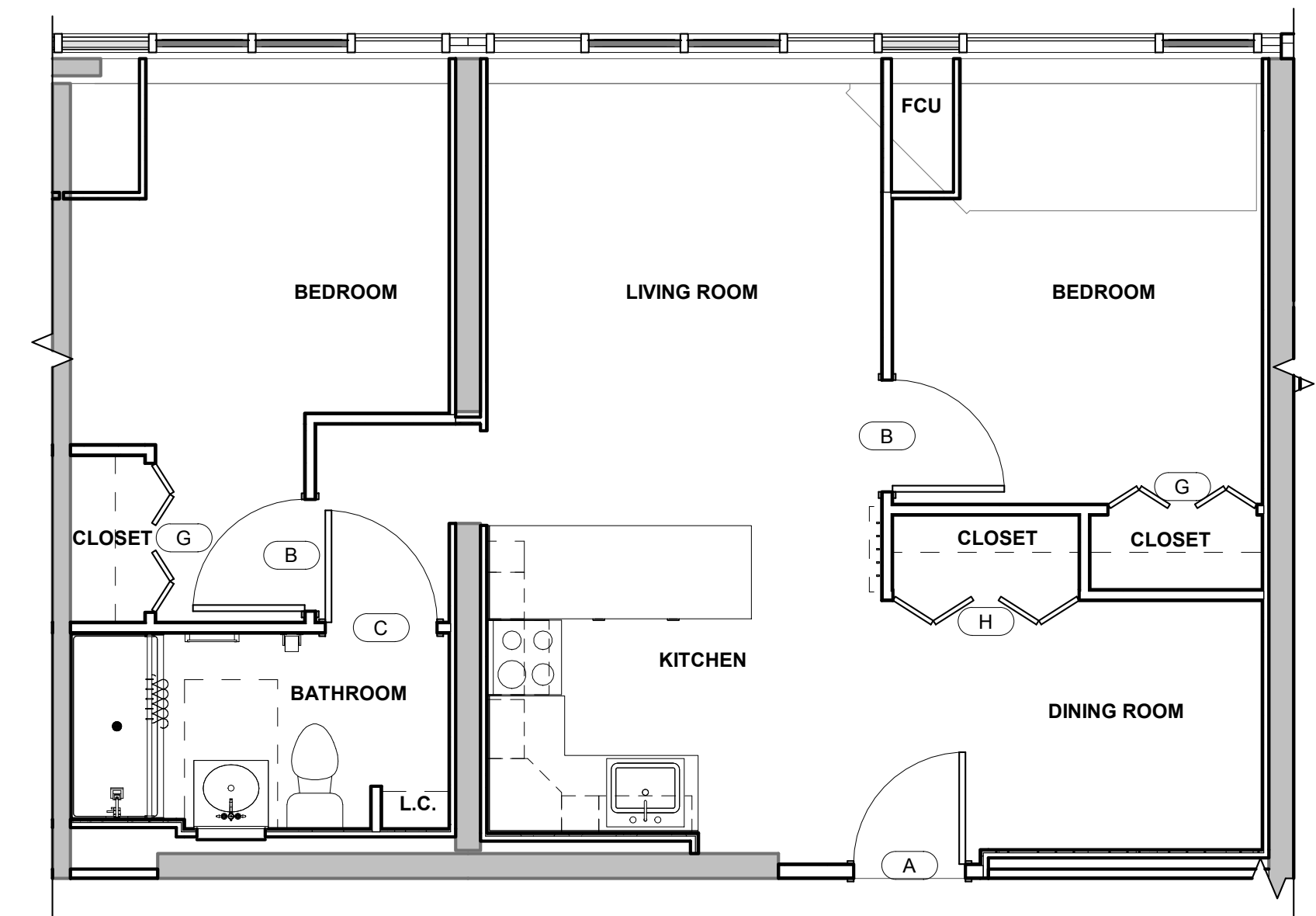
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SHEET TITLE  
**TYPE H & H2  
 UNIT**

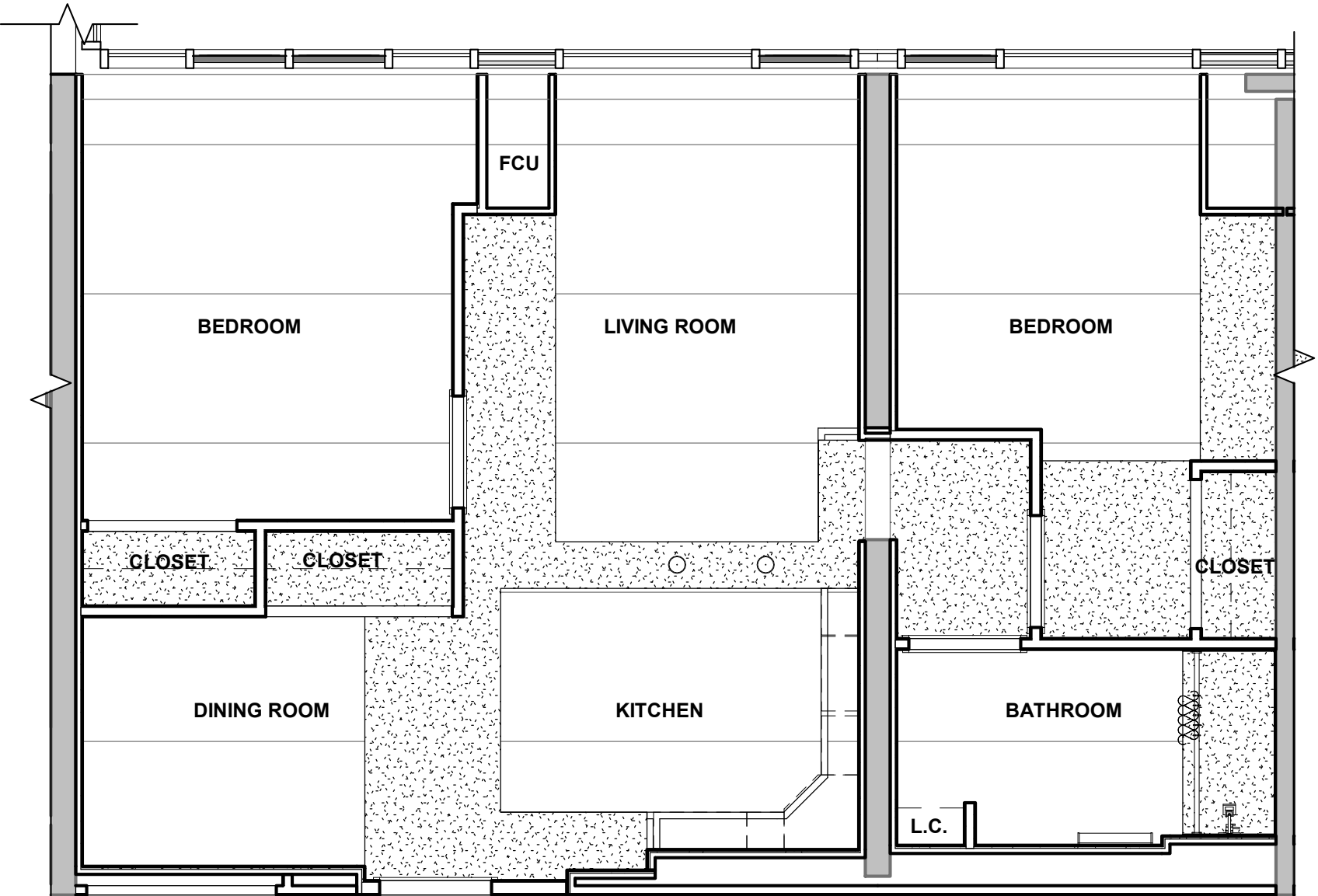
**A429**



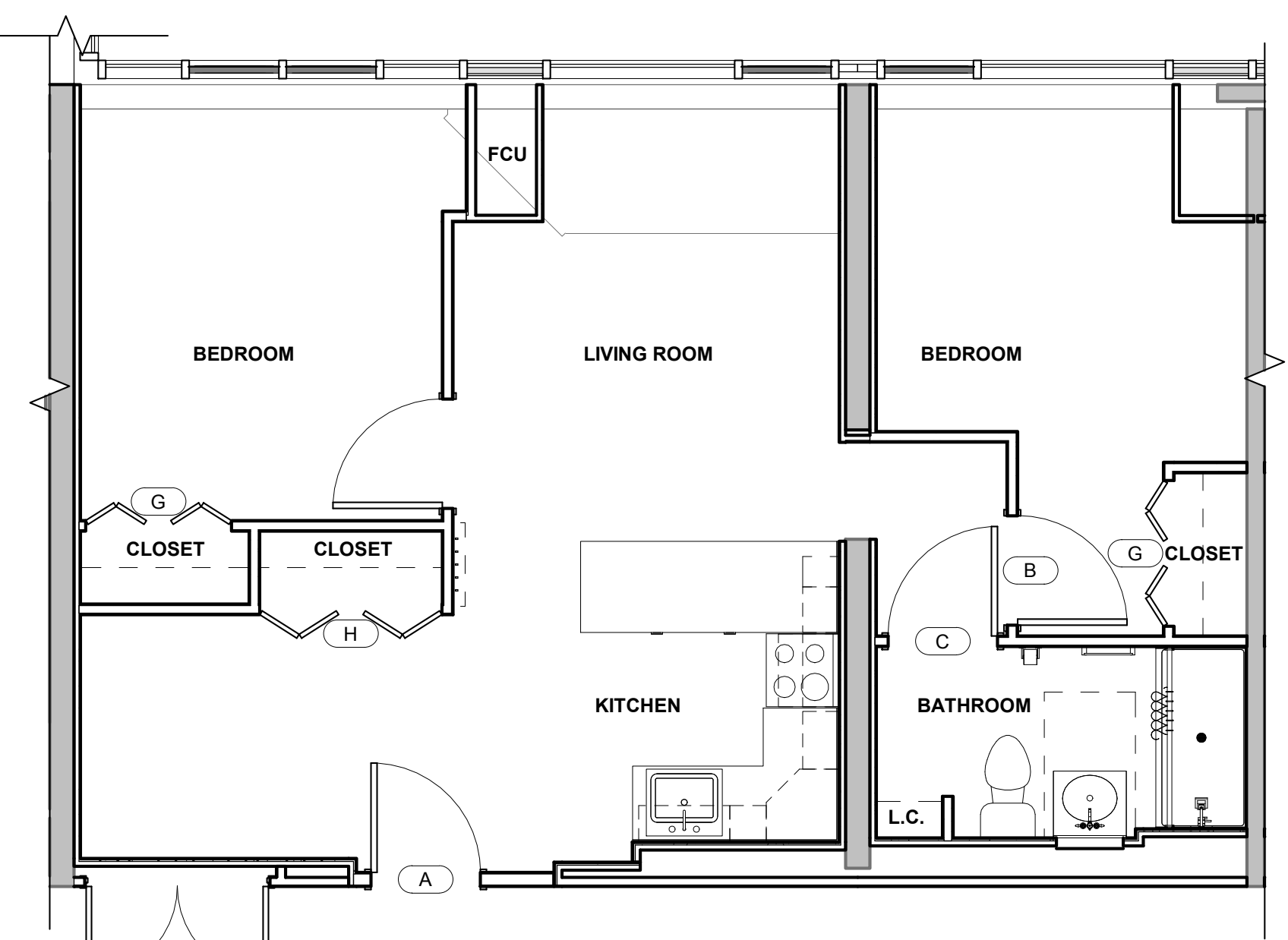
**4 TYPE H2 UNIT REFLECTED CEILING PLAN**  
 1/4" = 1'-0"



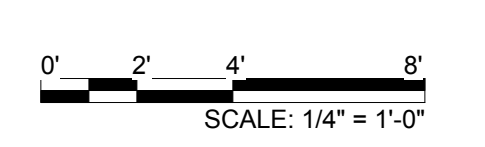
**3 TYPE H2 UNIT PROPOSED PLAN**  
 1/4" = 1'-0"



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



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







1 VIEW 01

CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS**

3D VIEWS  
06/07/2018





1 VIEW 02

CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS**

3D VIEWS  
06/07/2018





1 VIEW 03

CAMBRIDGE HOUSING AUTHORITY  
**MILLERS RIVER APARTMENTS**

3D VIEWS  
06/07/2018



GENERAL ELEVATION NOTES

- 1 ALL FIRST FLOOR CURTAINWALL SYSTEMS AND DOORS (INCLUDING SLIDING DOORS) TO HAVE THE SAME COLOR AND FINISH.
- 2 ALL GLAZING FROM FIRST FLOOR DOORS TO BE INSULATED TRANSPARENT (CLEAR).
- 3 ALUMINUM COMPOSITE MATERIAL PANEL TO HAVE DIFFERENT FINISHES/ COLORS - SEE GENERAL ELEVATION FOR MORE INFORMATION.
- 4 ALL WINDOW SYSTEM TO HAVE THE SAME COLOR / FINISH.
- 5 COLUMNS AT ENTRY CANOPY TO BE LIGHT GREY.
- 6 ROOFING MEMBRANE TO HAVE A HIGH REFLECTANCE INDEX (COLOR WHITE).
- 7 PERFORATED METAL PANEL TO BE POWDER COATED.
- 8 NEW MECHANICAL PENTHOUSE TO HAVE INSULATED METAL PANEL WALL HORIZONTAL FLAT COLOR RED.

NOT FOR CONSTRUCTION

MILLERS RIVER APARTMENTS REVITALIZATION

CAMBRIDGE HOUSING AUTHORITY  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
09/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

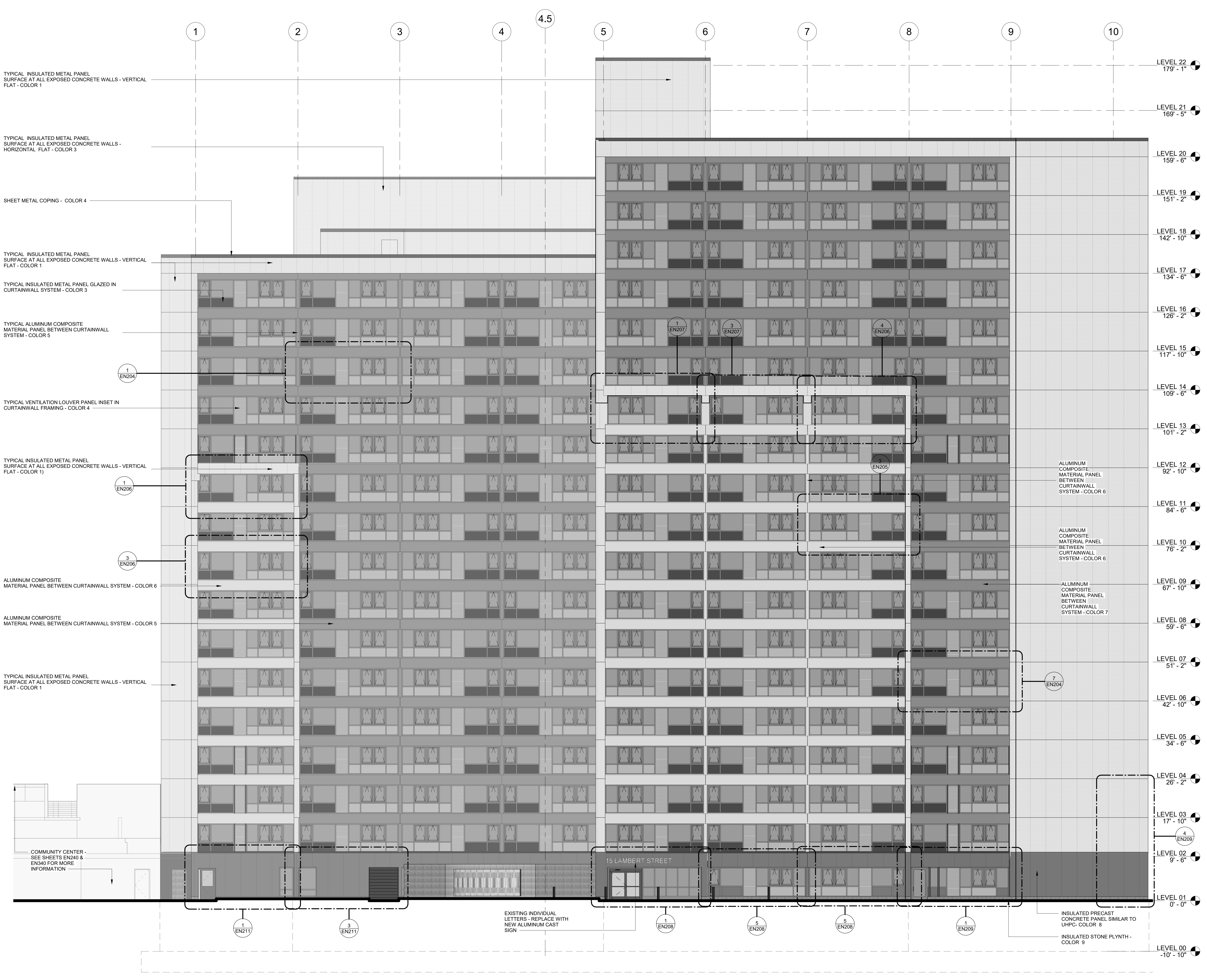
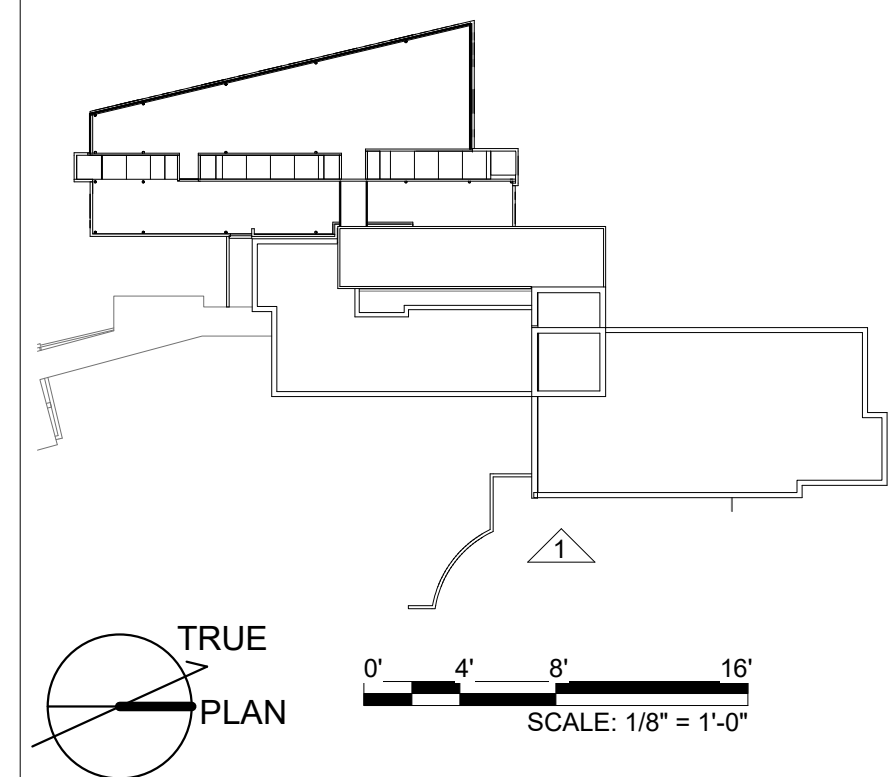
PROJECT NO: 21726  
DRAWN BY: FV  
CHKD BY: MC - KD

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SHEET TITLE  
EAST EXTERIOR ELEVATION

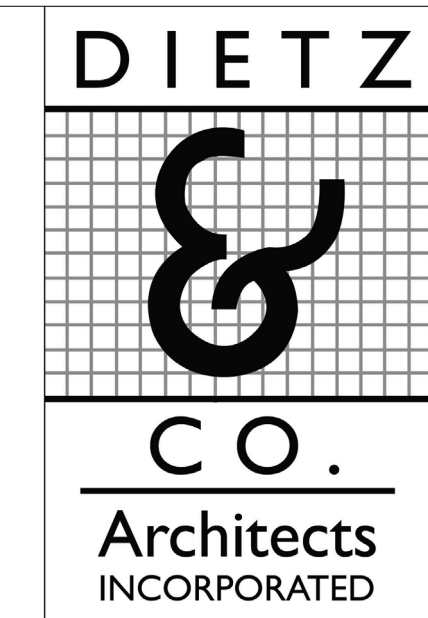
EN200

KEY PLAN



1 EAST ELEVATION  
1/8" = 1'-0"  
EXISTING COMMUNITY BUILDING OMITTED FOR CLARITY

SEE EN200 FOR GENERAL ELEVATION NOTES



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

CONSULTANT

STAMP

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**MILLERS RIVER APARTMENTS  
REVITALIZATION**

15 LAMBERT STREET, CAMBRIDGE, MA 02141

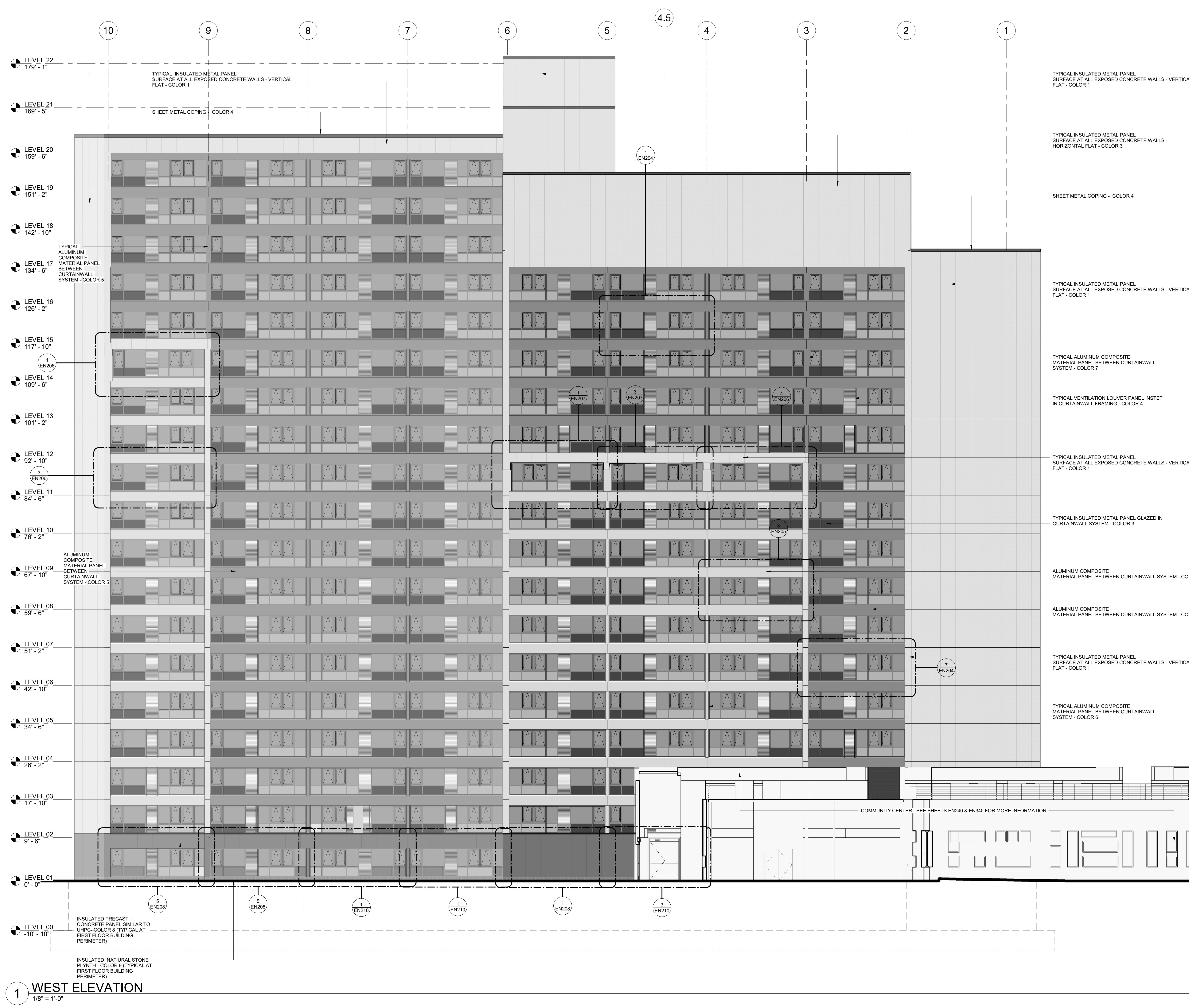
NO.	DATE	DESCRIPTION
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09/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: FV  
CHKD BY: MC - KD

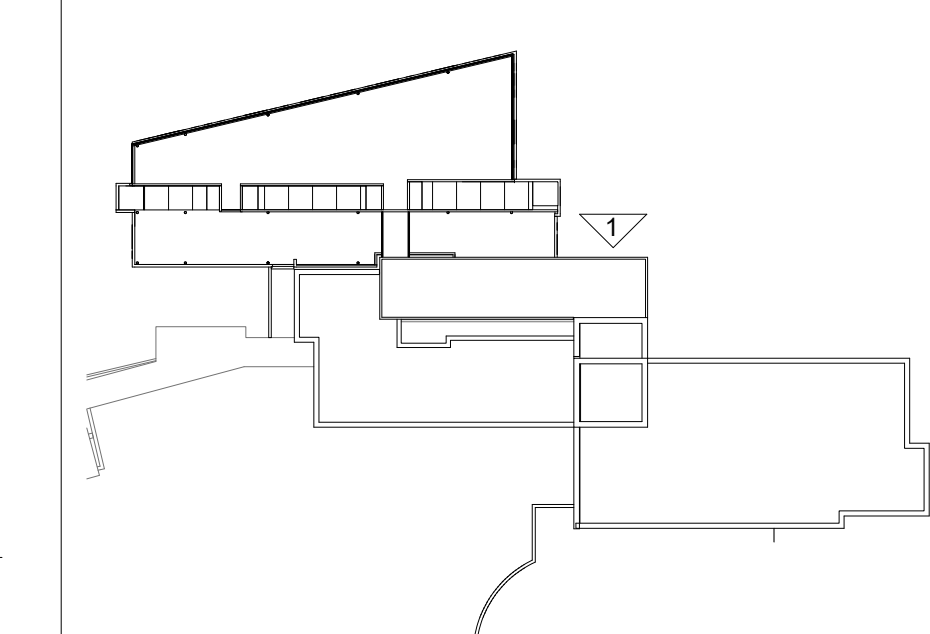
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SHEET TITLE  
**WEST EXTERIOR ELEVATION**

**EN201**



**KEY PLAN**

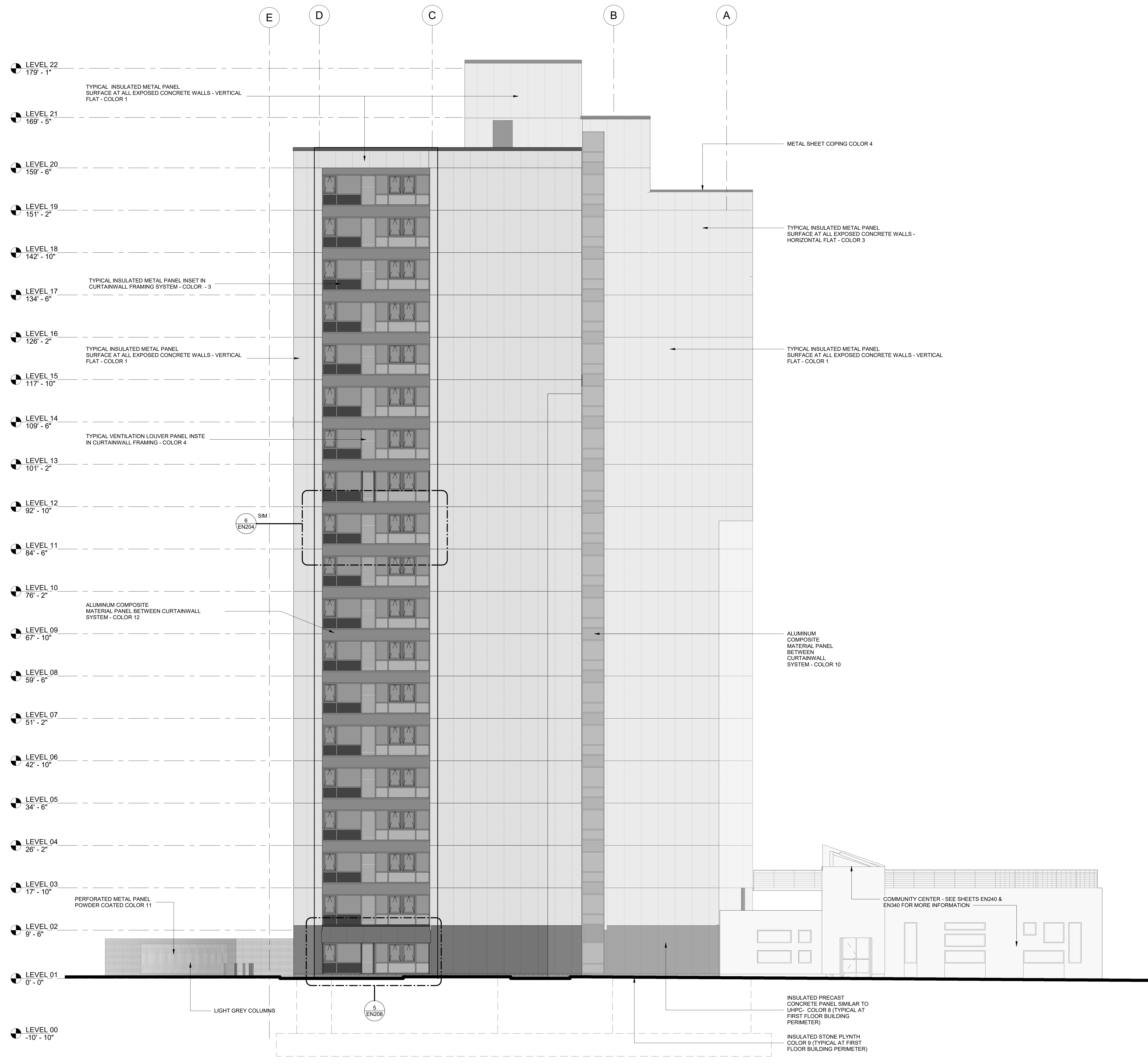


TRUE PLAN  
SCALE: 1/8" = 1'-0"

**1 WEST ELEVATION**  
1/8" = 1'-0"

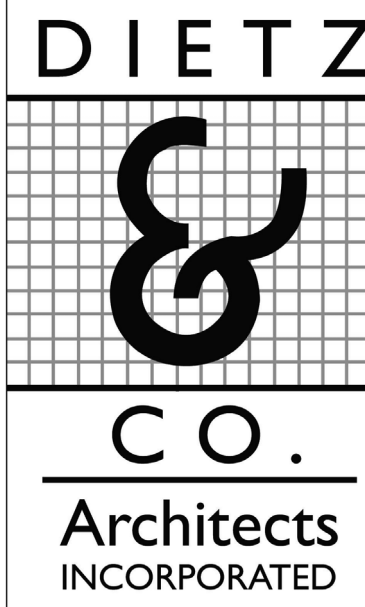
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6/13/2018 10:07:49 AM C:\Users\francisco\Desktop\Projects\21726 - Millers River\REV\21726 - Millers River NEW CENTRAL\_06-08-18\_FV.rvt



**1 NORTH ELEVATION**  
1/8" = 1'-0"

SEE EN200 FOR GENERAL ELEVATION NOTES



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SPRINGFIELD, MA 01103  
(413) 733 - 6798

CONSULTANT

STAMP

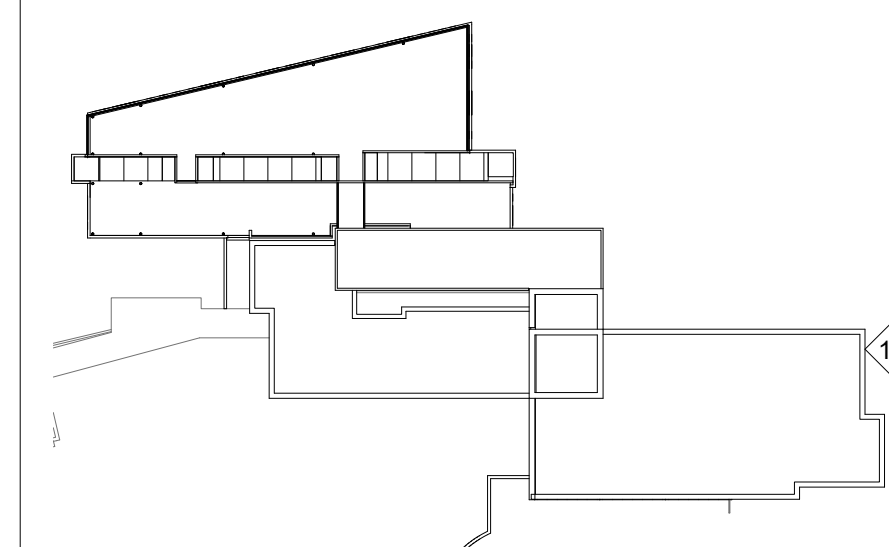
NOT FOR CONSTRUCTION

**MILLERS RIVER APARTMENTS  
REVITALIZATION**

CAMBRIDGE HOUSING AUTHORITY

15 LAMBERT STREET, CAMBRIDGE, MA 02141

**KEY PLAN**



NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

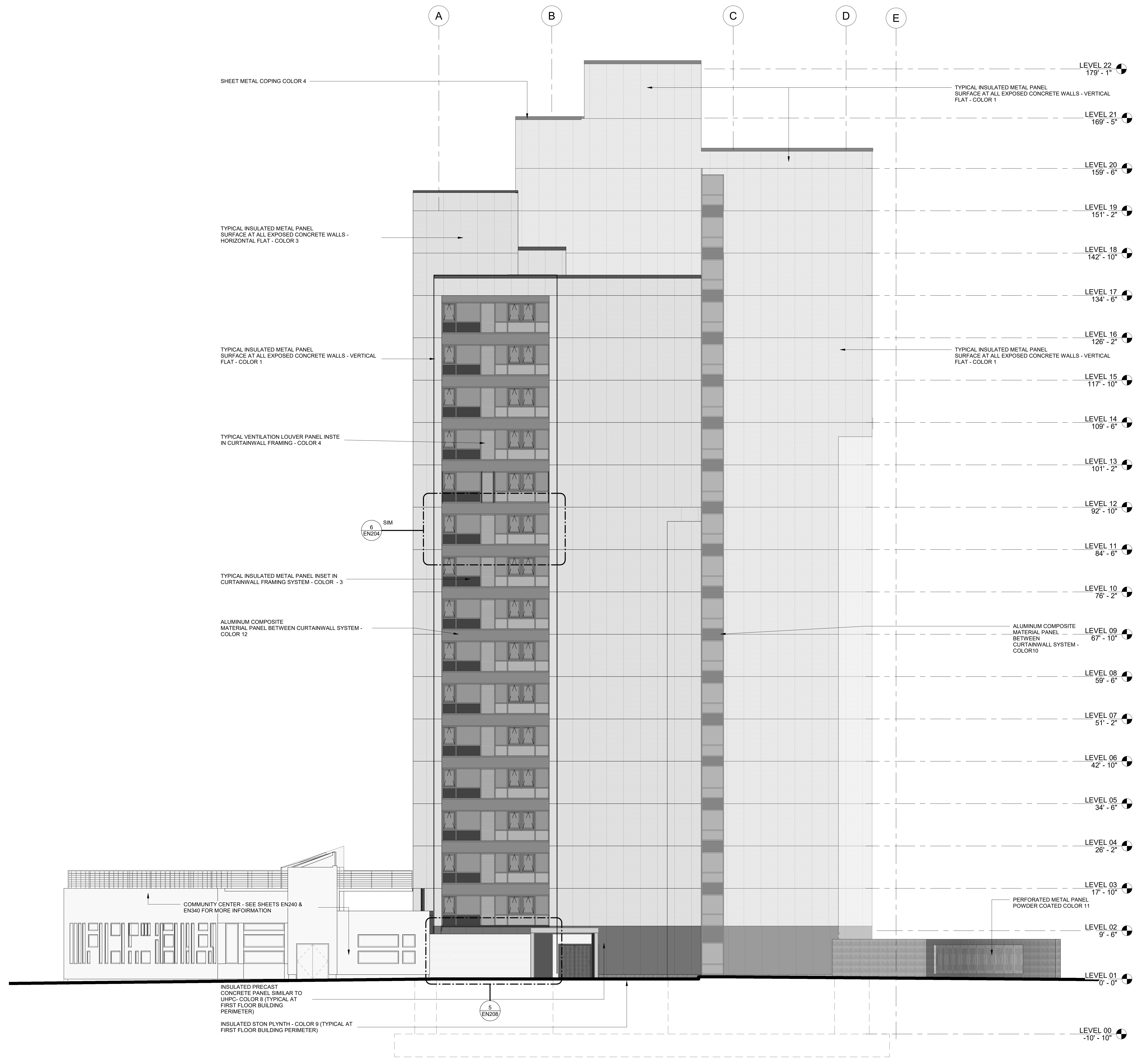
PROJECT NO: 21726  
DRAWN BY: FV  
CHKD BY: MC - KD

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SHEET TITLE  
**NORTH  
EXTERIOR  
ELEVATION**

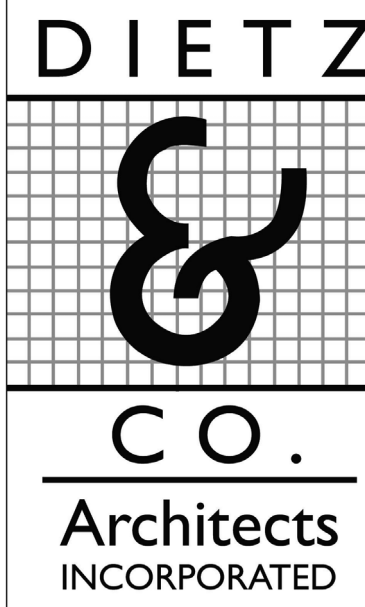
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**1 SOUTH ELEVATION**  
 1/8" = 1'-0"  
 EXISTING COMMUNITY BUILDING OMITTED FOR CLARITY

SEE EN200 FOR GENERAL ELEVATION NOTES



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CONSULTANT

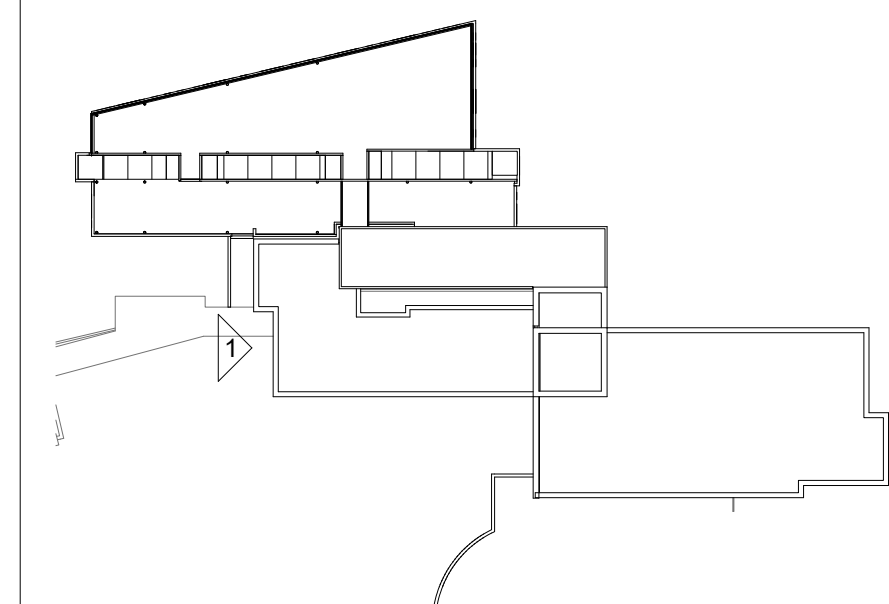
STAMP

NOT FOR CONSTRUCTION

**MILLERS RIVER APARTMENTS  
 REVITALIZATION**

CAMBRIDGE HOUSING AUTHORITY  
 15 LAMBERT STREET, CAMBRIDGE, MA 02141

**KEY PLAN**



TRUE PLAN  
 SCALE: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
06/11/18		COMPREHENSIVE PERMIT APPLICATION
06/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
 DRAWN BY: FV  
 CHKD BY: MC - KD

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SHEET TITLE  
**SOUTH  
 EXTERIOR  
 ELEVATION**

**EN203**

NOT FOR CONSTRUCTION

MILLERS RIVER APARTMENTS  
RENOVATION

CAMBRIDGE HOUSING AUTHORITY  
15 LAMBERT STREET, CAMBRIDGE, MA 02141

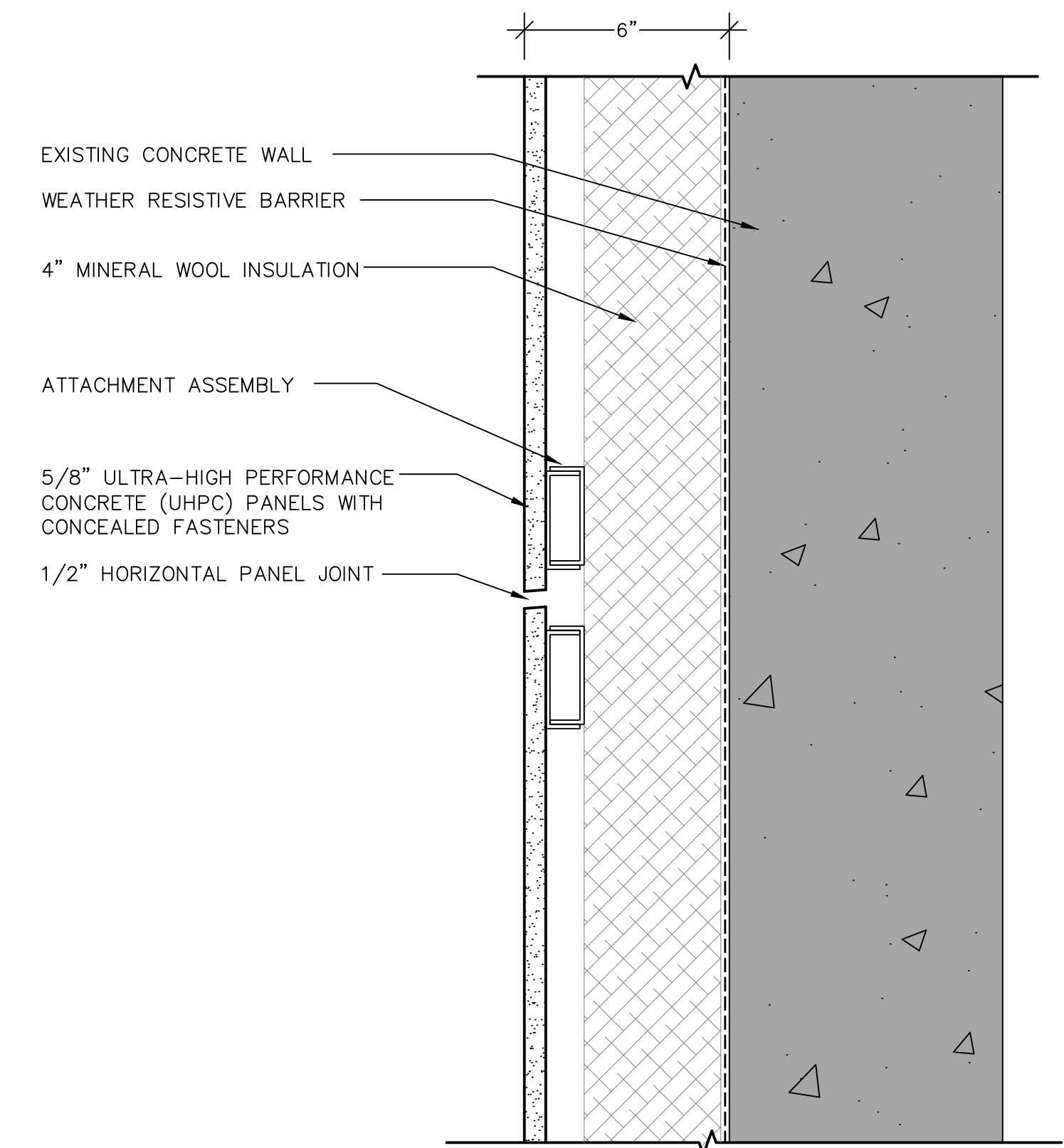
NO.	DATE	DESCRIPTION
05/31/18		Progress: 75% CONSTRUCTION
06/19/18		100% CONSTRUCTION DOCUMENTS
05/04/18		100% SCHEMATIC DESIGN SUBMISSION
04/20/18		50% SCHEMATIC DESIGN SUBMISSION

PROJECT NO: 21726  
DRAWN BY: CTM  
CHKD BY: MC

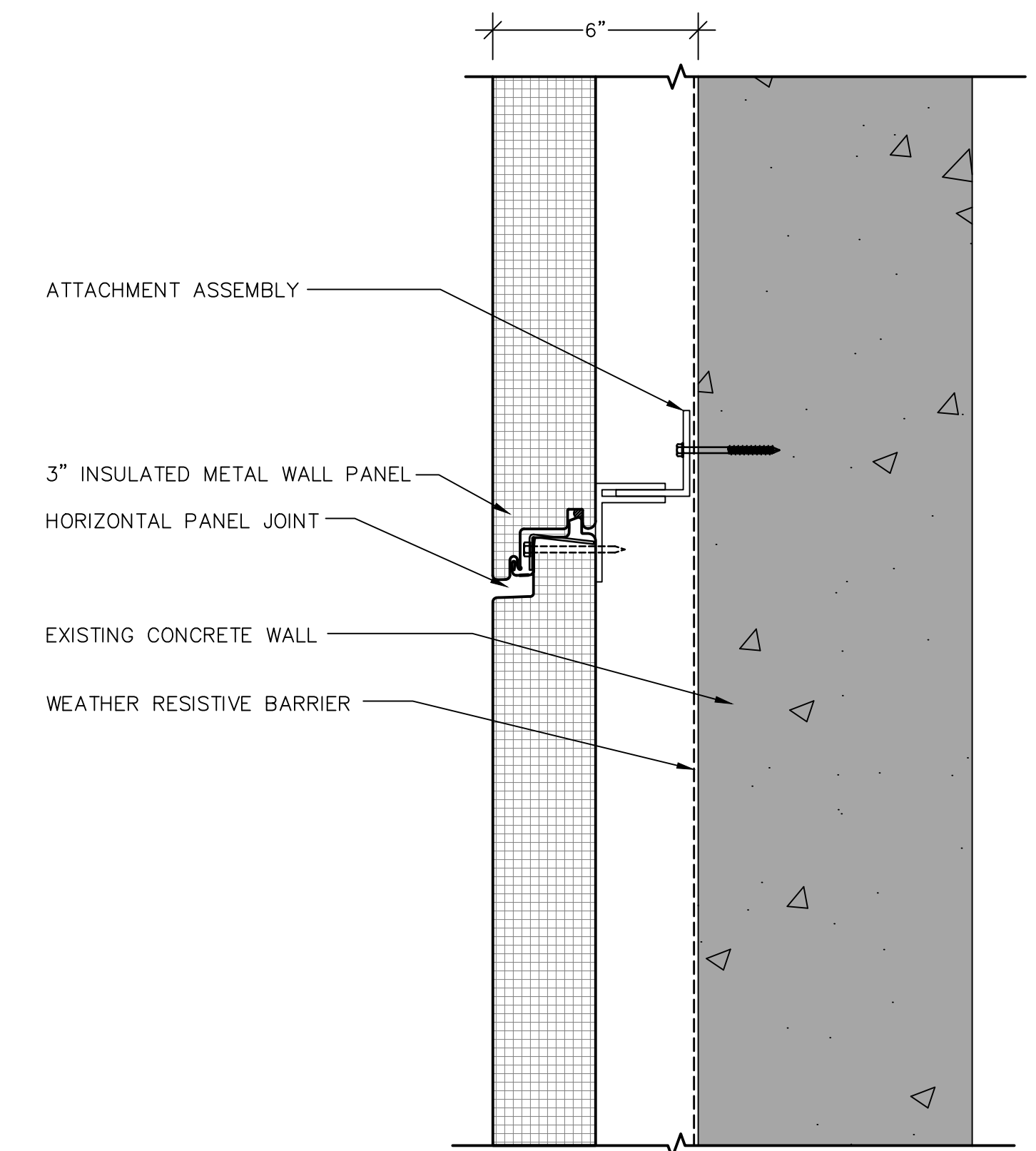
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SHEET TITLE  
TYPICAL EXTERIOR WALL SECTIONS

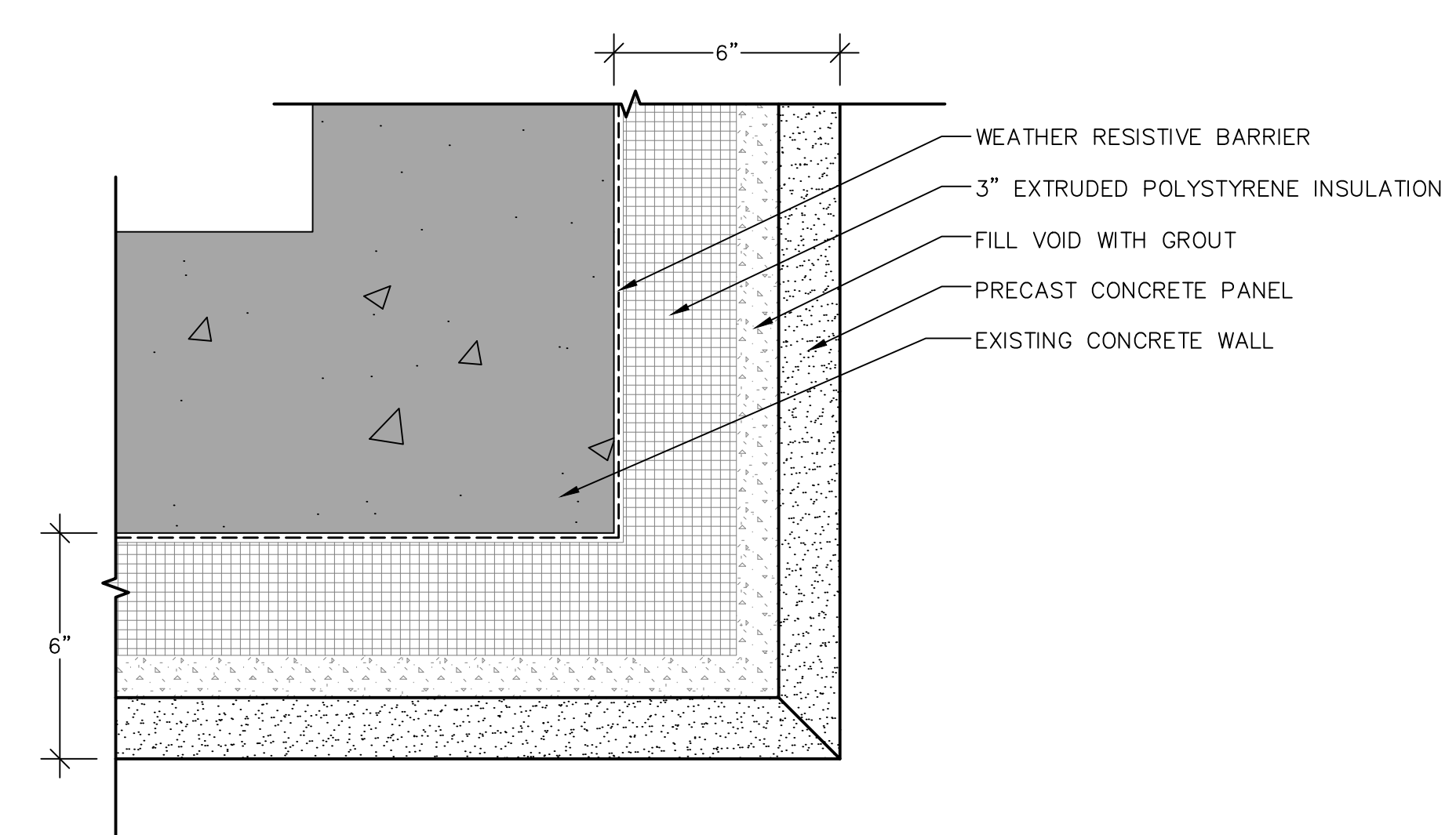
EN220



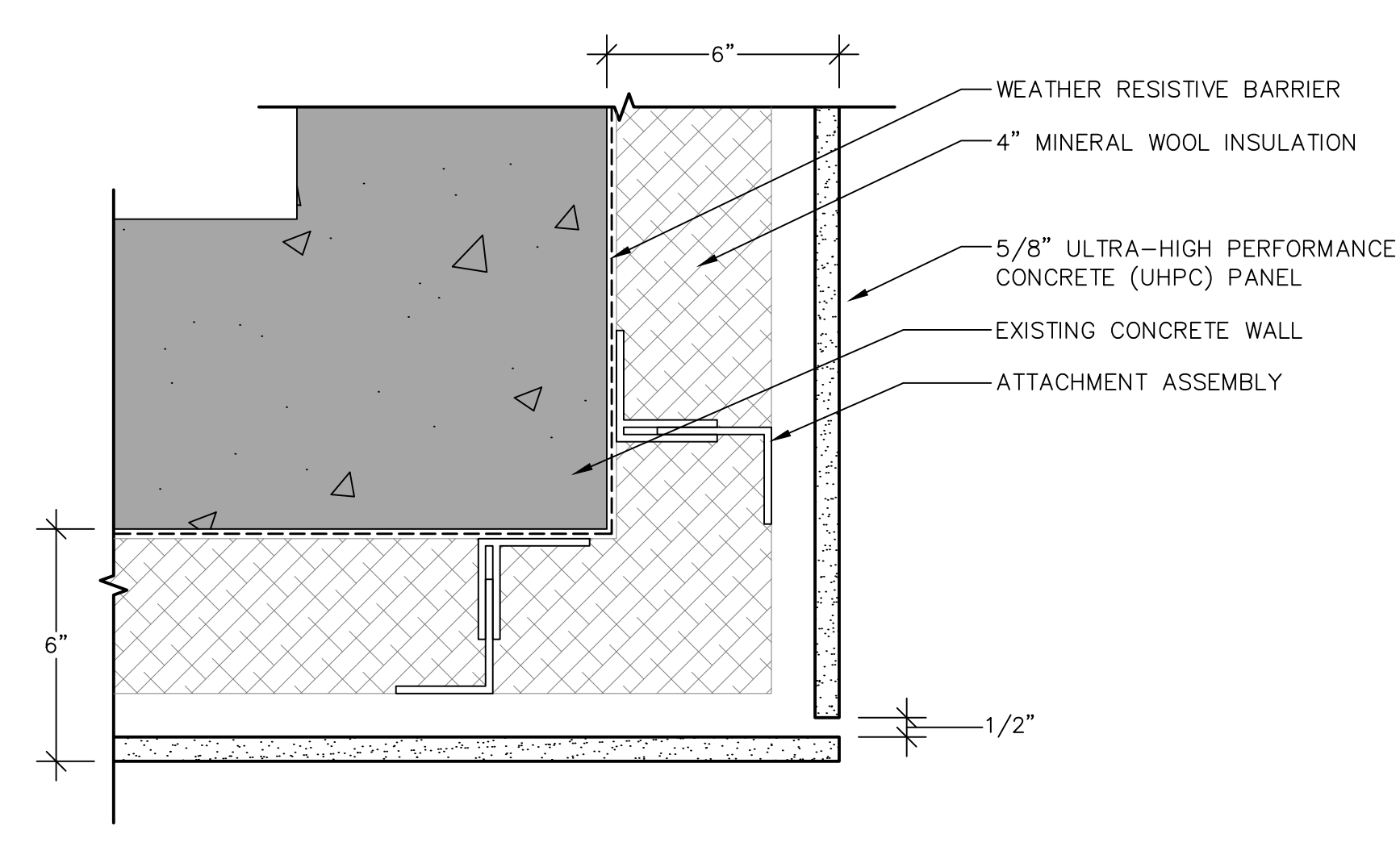
2 TYPICAL ULTRA-HIGH PERFORMING CONCRETE WALL SECTION  
3" = 1'-0"  
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



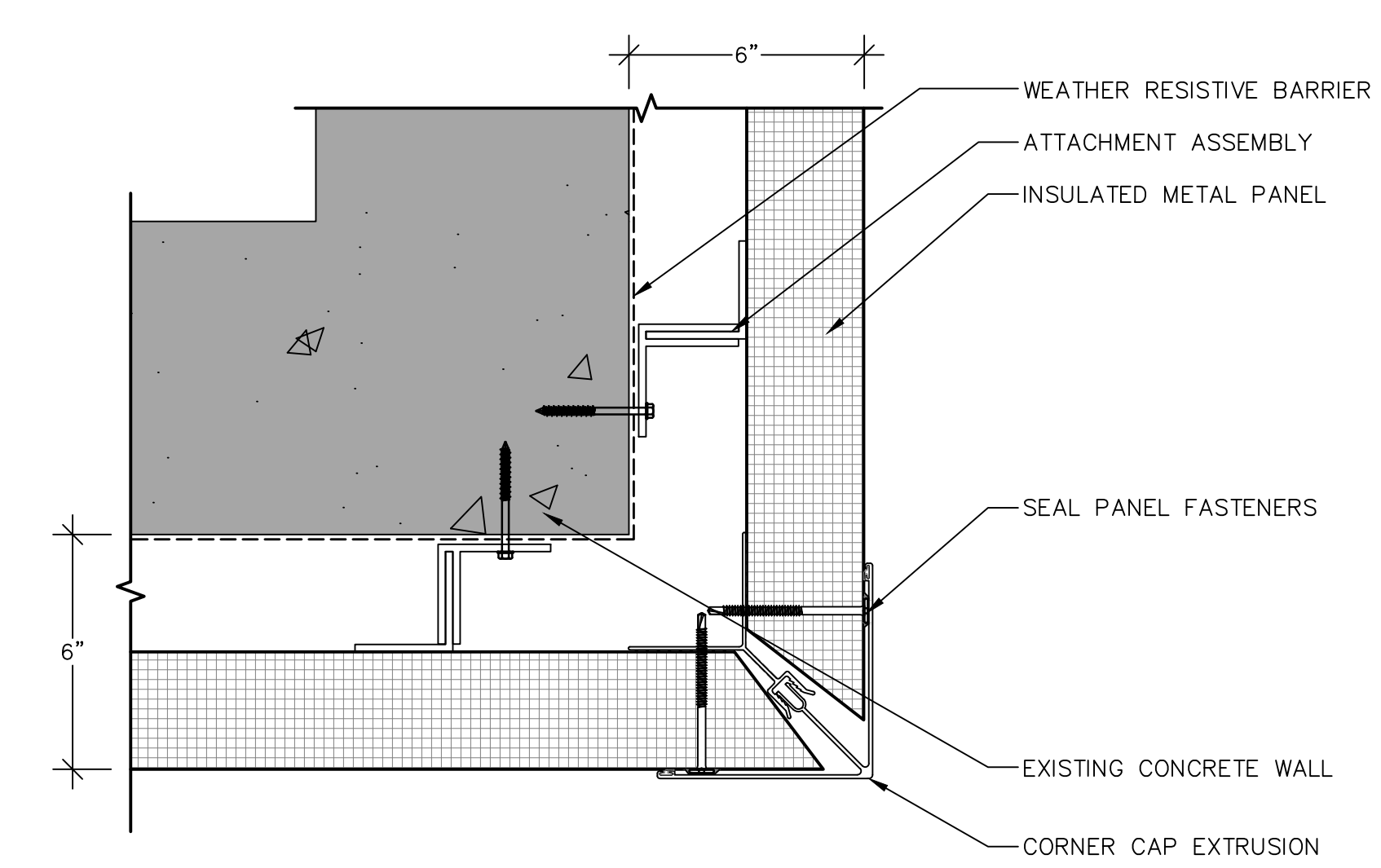
1 TYPICAL INSULATED METAL WALL PANEL SECTION  
3" = 1'-0"  
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



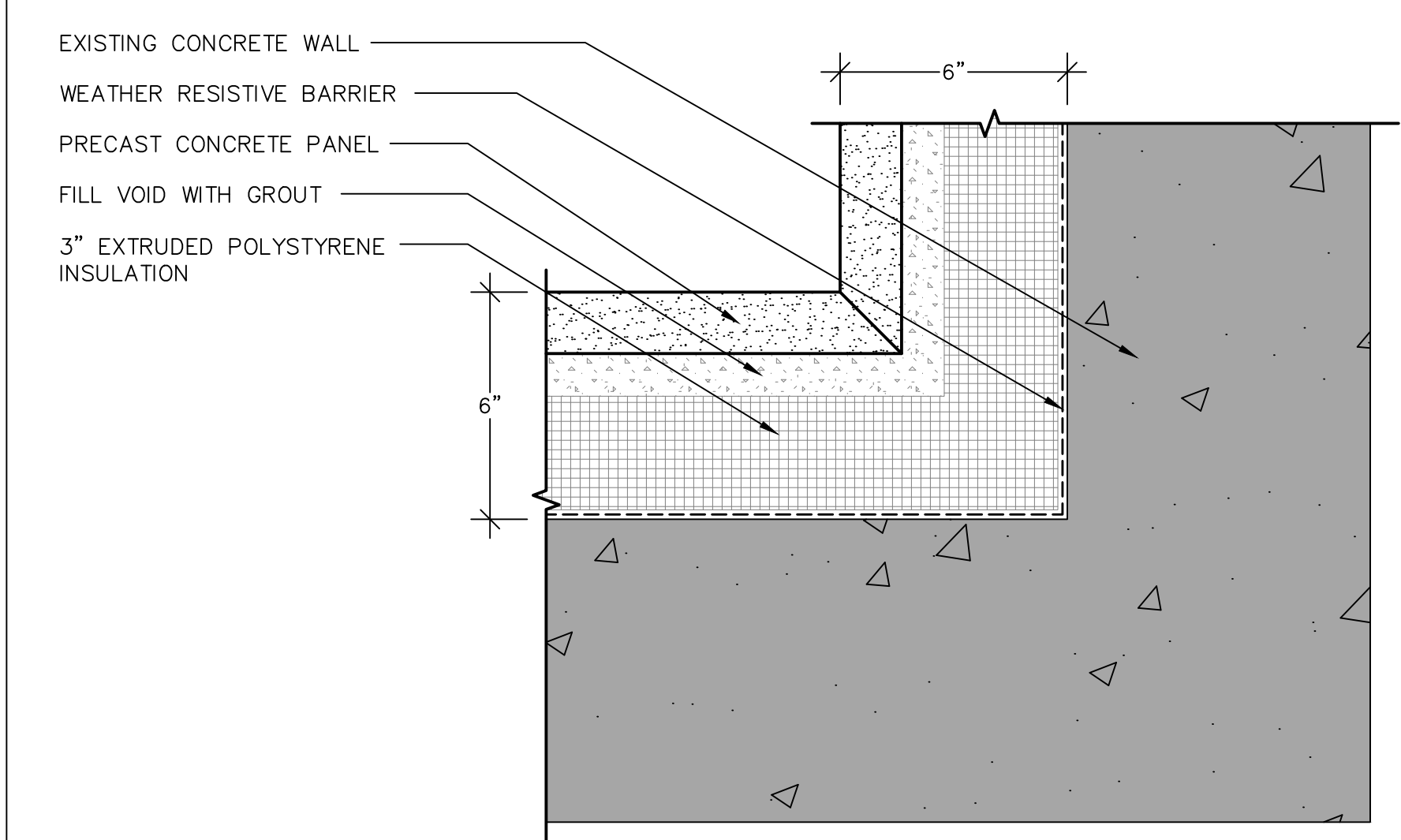
5 TYPICAL STONE PANEL OUTSIDE CORNER AT GRADE  
3" = 1'-0"  
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



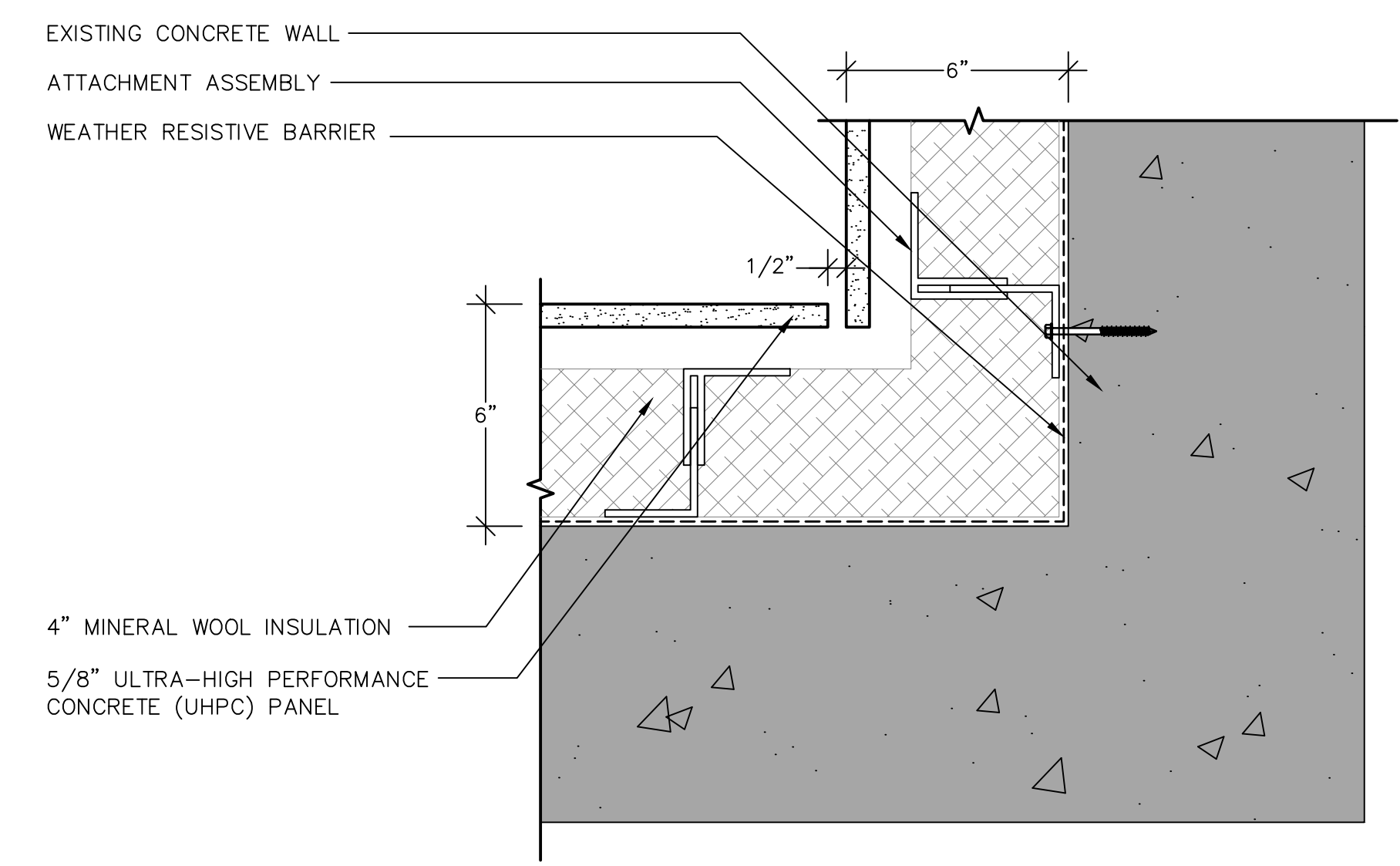
4 TYPICAL ULTRA-HIGH PERFORMING CONCRETE OUTSIDE CORNER  
3" = 1'-0"  
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



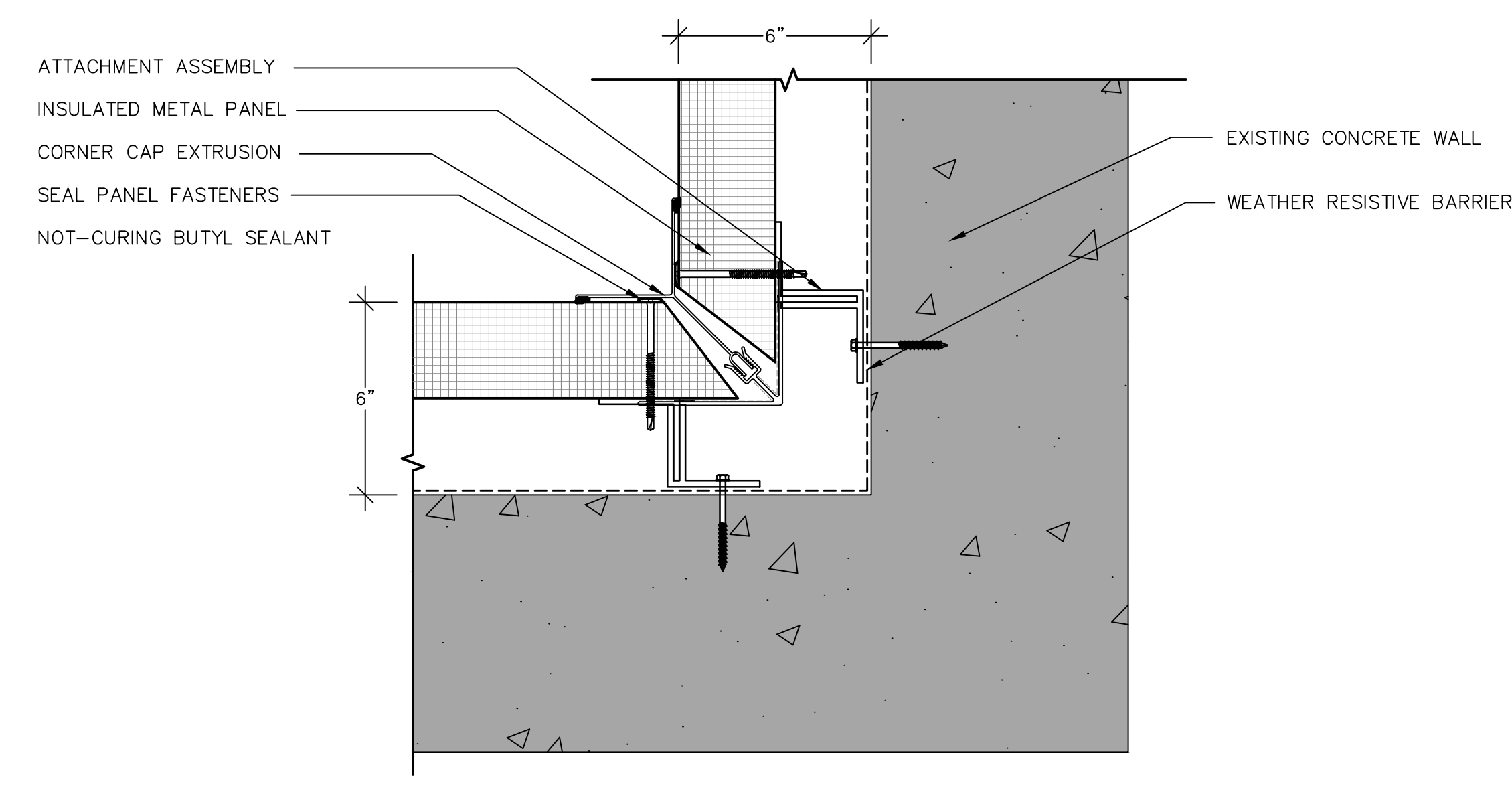
3 TYPICAL INSULATED METAL PANEL OUTSIDE CORNER  
3" = 1'-0"  
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



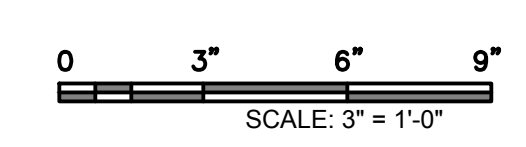
8 TYPICAL STONE PANEL INSIDE CORNER AT GRADE  
3" = 1'-0"  
(ALL ITEMS ARE NEW UNLESS DESIGNATED AS EXISTING)



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



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





## **Section 5 Outreach**

Comprehensive Permit Application Process  
Mailing Labels of Abutters



# City of Cambridge

MASSACHUSETTS

## BOARD OF ZONING APPEAL

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

### COMPREHENSIVE PERMIT APPLICATION PROCESS

ADDRESS OF PROPERTY: \_\_\_\_\_

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.

<u>Signature and Date</u>	<u>City Department/Address</u>
<u><i>Michael Moran</i></u>	Community Development Department, 57 Inman Street
<u><i>[Signature]</i></u>	Conservation Department, 57 Inman Street
<u><i>[Signature]</i></u>	Fire Department, 489 Broadway Street
<u><i>Snabel Barks</i></u>	Historical Department, 831 Massachusetts Avenue
<u><i>[Signature]</i></u>	Law Department, 795 Massachusetts Avenue
<u><i>[Signature]</i></u>	Public Works Department, 147 Hampshire Street
<u><i>[Signature]</i></u>	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

DELANEY PROPERTIES, INC., C/O GEORGE  
DELANEY  
5258 HAYLEDGE COURTH  
COLUMBIA, MD 21045

DELANEY PROPERTIES, INC., C/O GEORGE  
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,  
TRS.  
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  
170 GORE ST., #308

LEUNG, KAI CHI & AMY LEUNG  
170 GORE ST., UNIT #407  
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  
170 GORE ST UNIT #103  
CAMBRIDGE, MA 02141

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

LI, 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  
CAMBRIDGE, MA 02141

SURENDRANATH, PADMAJA  
170 GORE ST., #214  
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.  
VASQUEZ  
21 LAMBERT STREET  
CAMBRIDGE, MA 02141

VASQUEZ, GLORIA E. & ALBERT E.  
VASQUEZ  
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





May 6, 2019

Constantine Alexander, Chairman  
Cambridge Board of Zoning Appeals  
City of Cambridge  
831 Massachusetts Ave  
Cambridge, MA 02139

**RE: Millers River Apartments, 15 Lambert Street | BZA-016906-2018 | Insubstantial Change Request**

Dear Mr. Alexander,

The Cambridge Housing Authority (CHA) is requesting approval for a reduction in vehicular parking and approval for relief from a series of off street parking requirements as an insubstantial change to the existing Comprehensive Permit for the site issued July 2018 (#016906-2018), as allowed under 760 CMR 56. The proposed changes would reduce onsite vehicular parking by seven spaces, from 70 spaces to 63 spaces.

These changes to the current Comprehensive Permit for Millers River Apartments are being proposed in order to meet a condition of the Permit, which directed the CHA to “continue to work with City staff to explore design options that would not prevent the future establishment of the planned Grand Junction path.” Between July and December 2018, the CHA and the City worked together closely to find a solution to this condition. On December 3, 2018, the CHA and the City agreed to a friendly taking of a 10-foot by 460-foot easement on the Millers River property for the future Grand Junction path. This easement satisfies the condition of the Comprehensive Permit, however, the easement runs over the existing parking lot at Millers River. As a result, the CHA has made plans to redesign the existing lot as part of the ongoing renovations in order to accommodate the City’s easement.

Approval of a reduction in vehicular parking as an insubstantial change is appropriate because the existing parking lot is in excess of what is utilized by residents of Millers River and their visitors. In January 2019, the property manager of Millers River renewed all resident parking permits for the site. Forty-two residents requested parking permits. This, combined with the seven visitor parking spaces, totals 49 required spaces. Reducing the parking lot from 70 spaces to 63 spaces continues to provide ample onsite parking. Furthermore, the building’s location near the #69 bus route and Lechmere station provides ample access to public transportation.

Approval for relief from a series of off street parking requirements as an insubstantial change is appropriate because all items are existing non-conforming conditions. In order to accommodate the City’s easement, the CHA redesigned the parking lot to decrease the lot’s area but maintain the existing layout. Because the lot is technically being redesigned to accommodate the City’s easement, the CHA is requesting relief from the following sections of the Zoning Ordinance:

- 6.43.3 – Curb Cuts: The parking lot has two 22-foot-wide curb cuts within 100 feet of street frontage. This is an existing non-conforming condition.
- 6.47 – Screening: The parking lot does not meet screening requirements in the Ordinance. This is an existing non-conforming condition. Furthermore, this condition will be improved by four new London Planetrees to be planted along the parking lot's street frontage.
- 6.48 – Landscaping: The parking lot does not meet landscaping requirements in the Ordinance. This is an existing non-conforming condition. Furthermore, nine trees will be planted in the middle of the parking lot and six trees and a variety of shrubs will be planted around the lot's perimeter.
- 6.44.1 – Setbacks: The parking lot does not meet setback requirements in the Ordinance. This is an existing non-conforming condition.

The following documents are attached in support of this application:

- Original BZA Decision (#016906-2018)
- Proposed Dimensional Form
- Parking Lot Design Comparison: Existing Design and Proposed Design
- Proposed Parking Lot Design ("Parking Diagram")
- Existing Site Survey
- Assessor's Plat

Millers River continues to meet the standards of the original Comprehensive Permit granted in July 2018, and thus the Board of Zoning Appeals continues to have justification to review changes to the Project and even to grant additional zoning relief in the form of an amendment to the Comprehensive Permit, if needed. The state's Department of Housing and Community Development's regulations applicable to Comprehensive Permits provide, at 760 CMR 56.05(11), that if an applicant desires to change the details of its project as approved by the Board after a Comprehensive Permit is granted, the applicant may notify the Board in writing, describing the proposed change and request that the Permit be amended to include the change. If the changes do not significantly expand the scope of relief granted in the original permit, 760 CMR 56.05(11) allows the Board to determine that it is an "insubstantial change," and the Permit may be amended to include the changes, without further action. CHA is therefore requesting the Board's determination that the above described changes to the Revitalization of Millers River Apartments are insubstantial under 760 CMR 56.05(11), and that plans for the building renovation may be so amended.

Sincerely,



Michael J. Johnston  
Executive Director

cc. Margaret Donnelly Moran, Susan Cohen, Goran Smiljic, Clara Fraden, CHA

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# City of Cambridge

MASSACHUSETTS

2018 AUG 22 PM 12: 02

## BOARD OF ZONING APPEAL

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

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

### AMENDED DECISION



2018 00141041

Bk: 71607 Pg: 109 Doc: DECIS  
Page: 1 of 5 09/12/2018 01:12 PM

CASE NO: BZA-016906-2018

LOCATION: 15 Lambert Street Business A/Residence C-3 Zone  
Cambridge, MA

PETITIONER: Cambridge Housing Authority  
C/o Michael Johnston, Executive Director

*Owner*  
PETITION: *Millers River Holding LLC*  
**Comprehensive Permit:** To renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site. Create a new community center addition with roof garden for tenants and a new curb cut on Lambert Street. Reduce vehicle parking and add bicycle parking below ordinance requirements. Allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator. Achieve under 65% phosphorus removal. Use Enterprise Green Communities sustainability standards.

VIOLATIONS: Art. 5.000, Sec. 5.31 (Table of Dimensional Requirements) Art. 6.000, Sec. 6.36.1.G (Vehicle Parking). Sec. 6.107.2 (Bicycle Parking). Sec. 6.43 (Curb Cut). Art. 8.000, Sec. 8.16.060 (Noise Ordinance). Art. 13.000, Sec. 13.16.4.14 (Land Disturbance Regulations). Art. 22.000 (Sustainable Design Standards). Exemption from Proposed Brown petition.

DATE OF PUBLIC NOTICE: July 12 & July 19, 2018

DATE OF PUBLIC HEARING: July 26, 2018

MEMBERS OF THE BOARD:

- CONSTANTINE ALEXANDER – CHAIR
- BRENDAN SULLIVAN – VICE-CHAIR
- JANET O. GREEN
- ANDREA A. HICKEY

✓  
✓  
✓  
✓

ASSOCIATE MEMBERS:

- SLATER W. ANDERSON
- ALISON HAMMER
- JIM MONTEVERDE
- GEORGE S. BEST
- LAURA WERNICK

✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Bk 67344*  
*p. 174*

Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

Case No. BZA-016906-2018  
Location: 15 Lambert Street  
Petitioner: Cambridge Affordable Housing Corporation – c/o Michael Johnston

On July 26, 2018, the Petitioner Michael Johnston on behalf of Cambridge Affordable Housing Corporation (“Petitioner”) appeared before the Board of Zoning Appeal with representative Clara Fraden requesting a Comprehensive Permit pursuant to M.G.L. c. 40B (“Chapter 40B”) in order to renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site, and to create a new community center addition with roof garden for tenants (the “Project”). As part of the Project, the Petitioner also requested that it be permitted to add two new curb cut to create a driveway on Lambert Street, to reduce vehicle parking and to add bicycle parking below Ordinance requirements, to allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator, to achieve under 65% phosphorus removal, and to use Enterprise Green Communities sustainability standards. The Petitioner requested relief from Art. 5, Sec. 5.31, Art. 6, Secs. 6.36.1.G, 6.107.2, 6.43, and Art. 22 of the Cambridge Zoning Ordinance (“Ordinance”) and Chapter 8.16, Sec. 8.16.060 and Chapter 13.16, Sec. 13.16 of the Municipal Code, along with Art. IV, Sec. 14 of the Cambridge Wastewater and Storm Water Drainage Use Regulations. The Petitioner also requested relief from the Douglas Brown, et al. Zoning Amendment Petition. The Petitioner submitted application materials including information about the Project, plans, and photographs.

Ms. Fraden stated the Petitioner is a non-profit corporation. The site is owned by Cambridge Housing Authority (“CHA”) and the Petitioner is controlled by the CHA. The Petitioner’s Board of Directors includes the members of the CHA Board of Commissioners and the CHA Executive Director. The Petitioner controls Miller River Holding, LLC, which is the long-term tenant of the site through a 99-year ground lease with CHA. Ms. Fraden stated that the Project has a preliminary site eligibility letter regarding financing from the Massachusetts Housing Finance Agency. She stated that the proposal would renovate the property, add two units, improve vehicle access, and allow for the construction of a new community center, for which dimensional and parking relief are required. She stated that setback relief is required for the new community center and that there are evolving discussions regarding the lack of setback the proposed building would have on a proposed bike path. She stated that relief is needed from the Noise Control Ordinance, Chapter 8.16 of the Municipal Code, in order to allow for weekly testing of a generator for 20 minutes. She stated that relief is also needed to allow phosphorous emissions above required limits. She stated that the request to waive the Douglas Brown, et al. Zoning Amendment Petition is not proper at this time and is withdrawn.

The Petitioner presented testimony and documentation, which established that:

1. The Petitioner controls the site;
2. The Petitioner is a non-profit corporation;
3. The Petitioner is eligible for government funding;
4. The Project is for affordable housing;
5. There is a need for affordable housing in the City of Cambridge and the region;
6. The Petitioner obtained the required signatures from City agencies.

Members of the public spoke and/or submitted written statements in support of and in opposition to the Project. The Chair read a letter of support from the Planning Board, which requested the ability to continue to work with the petitioner regarding trees and the bike path.

After discussion, the Chair moved that based upon testimony, evidence, and documents presented to the Board, the Board find: that the Petitioner demonstrated that it satisfies the jurisdictional requirements of Chapter 40B; that the Petitioner is a non-profit corporation; that the Petitioner has presented a preliminary Project Eligibility/Site Approval letter from the Massachusetts Housing Finance Agency demonstrating that it is eligible for the financing necessary to proceed with the Project; that it has control of the site; that the Petitioner has submitted to the Board a complete and satisfactory application for a Comprehensive Permit pursuant to M.G.L.C. 40B and 760 CMR 56.00, including preliminary site development plans, preliminary drawings and a list of the required exceptions to local requirements and regulations; that the Petitioner has met all of the jurisdictional requirements of M.G.L.C. 40B and 760 CMR 56.00; that the Petitioner has submitted in the written materials evidence concerning the continued need for affordable housing in the City of Cambridge and in the surrounding region; that, based on the evidence and the Board's knowledge of housing in the City of Cambridge, there continues to be a regional need for affordable housing and a substantial unmet need for affordable housing in the City of Cambridge; that the project would consist of 300 units; that there is no significant health, safety, environmental design, and open space impacts, or adverse impacts on storm drainage, traffic, or other engineering and planning matters that would support denial of the Project or outweigh the local or regional housing need; and that the relief from the specific requirements of local restrictions and regulations requested by the Petitioner is necessary in this circumstance to ensure the creation of affordable housing and to allow for the construction of the Project as proposed.

The Chair moved that based on the above findings, the Board finds that the proposed Project meets the requirement for a Comprehensive Permit under Chapter 40B and grants the comprehensive permit on the following conditions:

1. that final detailed construction plans be submitted to the building inspector to ensure that the final plans are consistent with the preliminary plans submitted by the Petitioner, as initialed by the Chair, and that the Project proposed be in accordance with the recommendations of the Planning Board set forth in a memorandum of July 25, 2018; namely,
  - a. that the Petitioner continue to work with City staff to determine whether additional existing mature trees on the site can be preserved, and to attempt a robust replacement plan for those trees that have been removed, and
  - b. that the Petitioner continue to work with City staff to explore design options that would not prevent the future establishment of the plan Grand Junction pedestrian/bicycle path, which had been a community desire for many years and was an important part of the City's overall strategy to promote walking and bicycling opportunities; and
2. That the Petitioner is allowed to transfer the Comprehensive Permit to Millers River, LLC at the time of construction financing.

The five-member Board voted unanimously in favor of granting the comprehensive permit as conditioned (Alexander, Sullivan, Green, Hickey, and Hammer). Therefore, the comprehensive permit is granted as conditioned.

The Board based the decision upon the above referenced findings and upon the following determinations:

1. That the Petitioner proposes to build low or moderate income housing within the meaning of M.G.L. c.40B, § 21 and that the project is a publicly subsidized housing development;
2. That the proposal and supporting documentation meet the requirements of the Comprehensive Permit Statute, M.G.L. c.40B §§ 20-23; and;
3. That particular respects in which the project fails to comply with provisions of the Zoning Ordinance, do not adversely affect the environment or create a health, safety or planning problem which outweighs the regional and local need for low and moderate income housing in the Cambridge community.



Constantine Alexander, Chair

Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 8-22-18 by Maria Gardes, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed ✓.

Appeal has been filed and dismissed or denied.

Date: September 12, 2018 Ronna P. Lopez City Clerk.

**BZA APPLICATION FORM**  
**DIMENSIONAL INFORMATION**

APPLICANT:	<u>Millers River Holding LLC and</u>	PRESENT USE/OCCUPANCY:	<u>Residential</u>
LOCATION:	<u>Millers River LLC</u>	ZONE:	<u>Business A, Residence C-3</u>
PHONE:	<u>15 Lambert St</u>	REQUESTED USE/OCCUPANCY:	<u>Residential</u>
	<u>(617) 520-6251</u>		

	EXISTING CONDITIONS	REQUESTED CONDITIONS	ORDINANCE REQUIREMENTS (1)	2018 COMP. PERMIT CONDITIONS	
<b>TOTAL GROSS FLOOR AREA:</b>	<u>205,251</u>	<u>220,736</u>	<u>192,881</u>	<u>220,736</u>	(max.)
<b>LOT AREA:</b>					
Business A	<u>10,643</u>	<u>10,643</u>	<u>None</u>	<u>10,643</u>	(min.)
Residence C-3	<u>60,746</u>	<u>60,746</u>	<u>5,000</u>	<u>60,746</u>	(min.)
Combined	<u>71,389</u>	<u>71,389</u>	<u>5,000</u>	<u>71,389</u>	
<b>RATIO OF GROSS FLOOR AREA TO LOT AREA: (2)</b>					
Business A	<u>0.79</u>	<u>1.22</u>	<u>1.00</u>	<u>1.22</u>	(max.)
Residence C-3	<u>3.24</u>	<u>3.42</u>	<u>3.00</u>	<u>3.42</u>	(max.)
<b>LOT AREA FOR EACH DWELLING UNIT:</b>	<u>239.6</u>	<u>234.8</u>	B-A = 600, C-3 = <u>300</u>	<u>234.8</u>	(min.)
<b>SIZE OF LOT:</b>					
WIDTH	<u>175' 0" ±</u>	<u>175' 0" ±</u>	<u>50' 0"</u>	<u>175' 0" ±</u>	(min.)
DEPTH	<u>400' 0" ±</u>	<u>400' 0" ±</u>	<u>None</u>	<u>400' 0" ±</u>	(min.)
<b>Setbacks in Feet:</b>					
Lambert C-3 FRONT	<u>49' 2" ±</u>	<u>48' 10" ±</u>	<u>72' 5" ±</u>	<u>48' 10"</u>	(min.)
R.R.R.O.W. C-3 SIDE	<u>0' 0" ±</u>	<u>10' 0" ±</u>	<u>80' 11" ±</u>	<u>10' 0" ±</u>	(min.)
Cambridge C-3 FRONT	<u>134' 3" ±</u>	<u>59' 10" ±</u>	<u>59' 10" ±</u>	<u>59' 10" ±</u>	(min.)
Gore C-3 FRONT	<u>43' 10" ±</u>	<u>42' 8" ±</u>	<u>52' 8" ±</u>	<u>42' 8" ±</u>	(min.)
<b>SIZE OF BLDG.:</b>					
HEIGHT	<u>161' 0"</u>	<u>161' 0"</u>	<u>120' 0"</u>	<u>161' 0"</u>	(max.)
LENGTH	<u>394' 6"</u>	<u>394' 10"</u>	<u>None</u>	<u>394' 10"</u>	
WIDTH	<u>127' 3"</u>	<u>163' 10"</u>	<u>None</u>	<u>163' 10"</u>	
<b>RATIO OF USABLE OPEN SPACE TO LOT AREA: (3)</b>	<u>30% ±</u>	<u>10.0% ±</u>	<u>10.0% ±</u>	<u>10.0% ±</u>	(max.)
<b>NO. OF DWELLING UNITS:</b>	<u>298</u>	<u>304</u>	<u>221</u>	<u>304</u>	(max.)
<b>NO. OF PARKING SPACES:</b>	<u>73</u>	<u>63</u>	<u>300</u>	<u>70</u>	(min./ max.)
<b>NO. OF LOADING AREAS:</b>	<u>0</u>	<u>0</u>	<u>Not Required</u>	<u>0</u>	(min.)
<b>DISTANCE TO NEAREST BLDG. ON SAME LOT:</b>	<u>N.A.</u>	<u>N.A.</u>	<u>10' 0"</u>	<u>N.A.</u>	

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 will remain. The existing community building will be demolished, and 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.

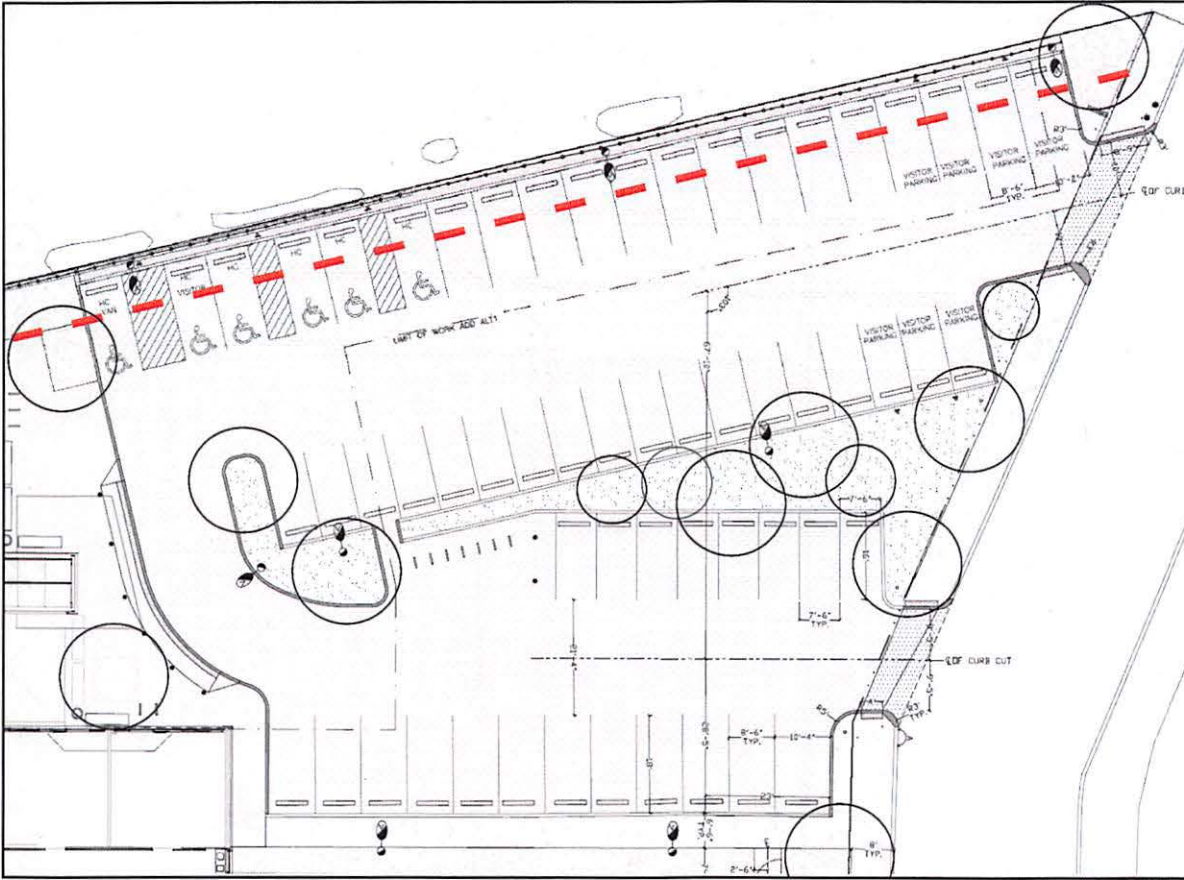
(1.) SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS)

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

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

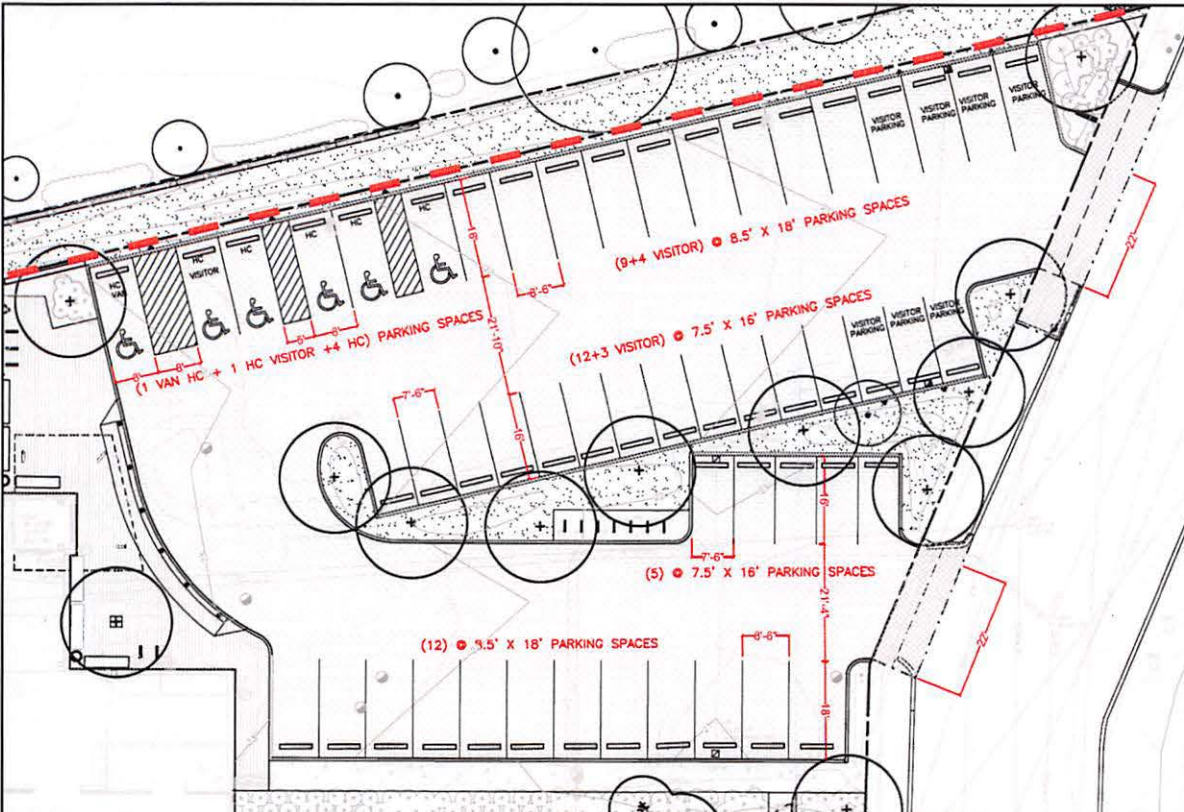


**Existing design**

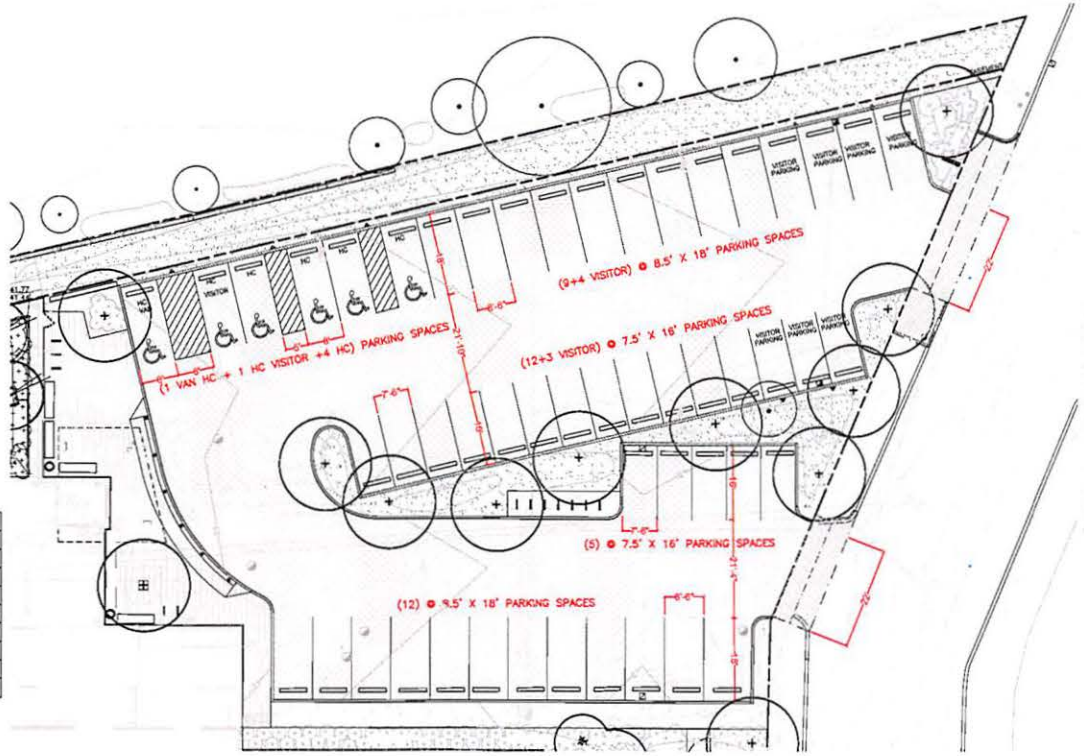


---  
Easement for  
Grand  
Junction Path

**Proposed design with the City's easement to accommodate Grand Junction path**



---  
Easement for  
Grand  
Junction Path



Parking Diagram  
SCALE 1" = 20'

**DIETZ**  
  
**CO.**  
 Architects  
 INCORPORATED

13 HICKORY STREET  
 ST. LOUIS, MISSOURI 63102  
 PHONE: (314) 433-1100  
 FAX: (314) 433-1798

CONSULTANT

PROJECT: MILLERS RIVER APARTMENTS  
 REVITALIZATION  
 12/15/2010

DATE: 12/15/2010

BY: [Signature]

SCALE: 1" = 20'

PROJECT NO: 10000

DATE: 12/15/2010

BY: [Signature]

SCALE: 1" = 20'

PROJECT NO: 10000

DATE: 12/15/2010

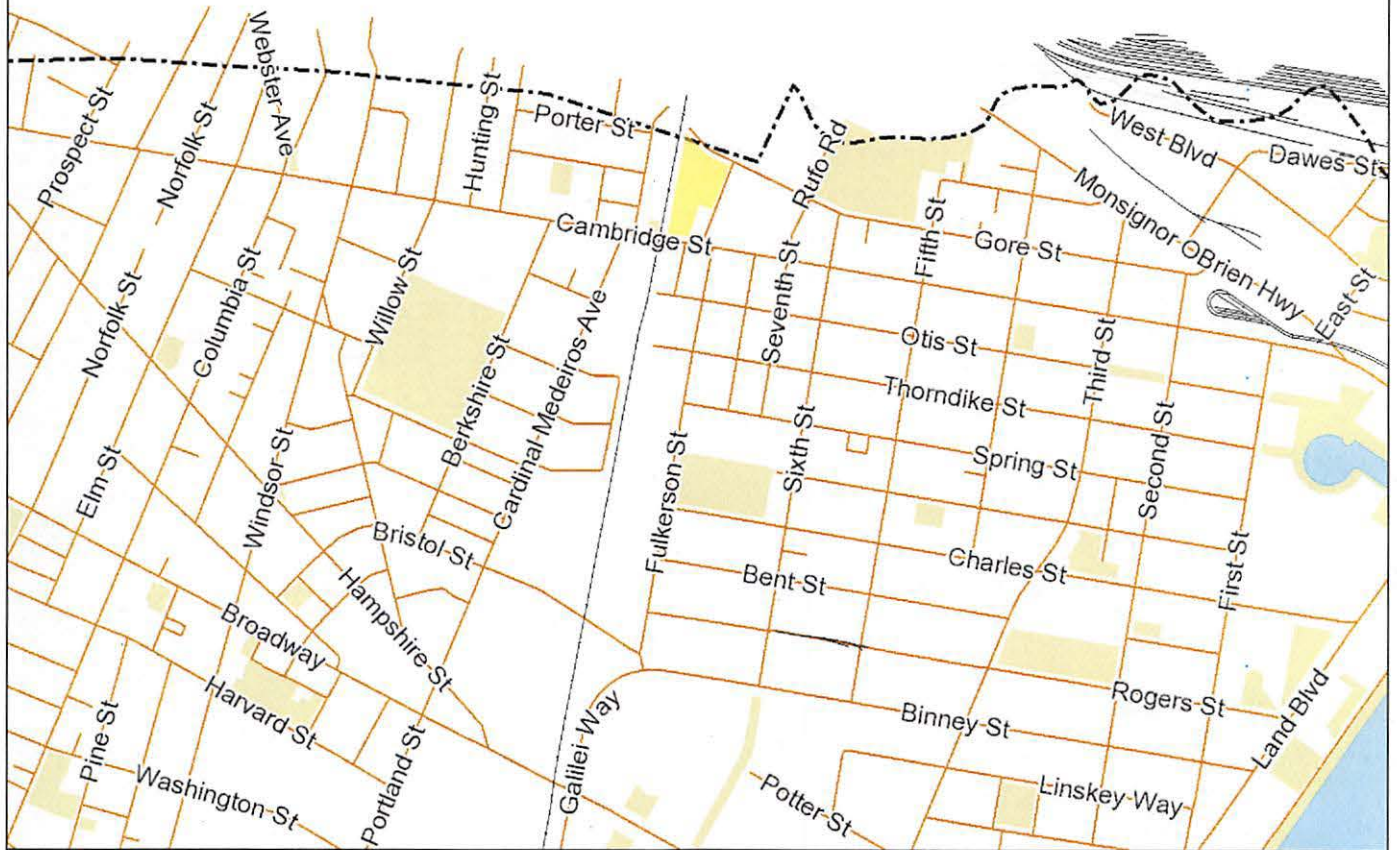
BY: [Signature]

SCALE: 1" = 20'



BOSTON

SOMERVILLE



City of Cambridge  
Massachusetts

1" = 886 ft

All data is provided for graphic representation only. The City of Cambridge expressly disclaims all warranties of any type, expressed or implied, including, but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose.

[www.cambridgema.gov/gis](http://www.cambridgema.gov/gis)

- Rail
- Road Centerline Cityscale
- Paved Surfaces
  - Paved Roads
  - Bridges
  - Unpaved Roads
  - Unpaved Parking
  - Sidewalks
  - Driveways
  - Alleys
  - Other Paved Surface
  - Public Footpath

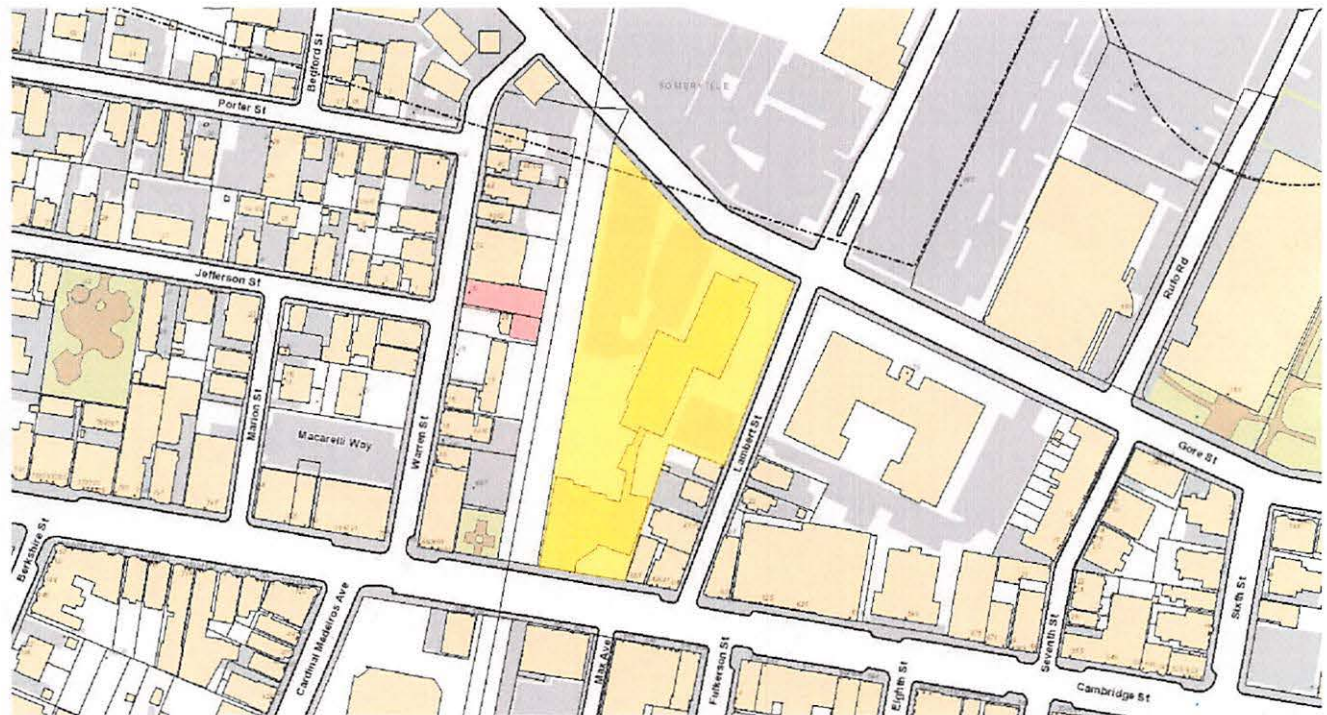


**Property ID 35-100**

PID 2048  
Address 3 LAMBERT ST  
Land Use SCIENTIFIC  
Land Area 1.65 acres / 71795 sq  
ft  
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



2018 JUN 28 PM 2:49

COMPREHENSIVE PERMIT APPLICATION

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

PETITIONER: Cambridge Affordable Housing Corporation

PETITIONER'S ADDRESS: 362 Green Street, Cambridge, MA, 02139

PETITIONER'S TELEPHONE: 617-520-6251

NAME, ADDRESS, AND PHONE NUMBER OF CONTACT PERSON

(If different from Petitioner):

*Michael Johnston, Executive Director*

LOCATION OF SITE: 15 Lambert Street, Cambridge, MA, 02139

DESCRIPTION OF PROJECT:

*Bus A/C-3*

Millers River Apartments includes a 16 and 19-story pre-cast building and an attached one-story community building that fronts 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:

Applicable Local Board or Authority:

- |  |                               |
|--|-------------------------------|
| 1. <u>Setbacks: 5.31 (Lambert Street Front)</u>              | <u>Board of Zoning Appeal</u> |
| 2. <u>Setbacks: 5.31 (RR ROW Side)</u>                       | <u>Board of Zoning Appeal</u> |
| 3. <u>Setbacks: 5.31 (Gore Street Front)</u>                 | <u>Board of Zoning Appeal</u> |
| 4. <u>Vehicle parking: 6.36.1.g</u>                          | <u>Board of Zoning Appeal</u> |
| 5. <u>Bicycle parking: 6.107.2</u>                           | <u>Board of Zoning Appeal</u> |
| 6. <u>Noise Ordinance: 8.16.060</u>                          | <u>Board of Zoning Appeal</u> |
| 7. <u>Curb cut at Lambert Street</u>                         | <u>Board of Zoning Appeal</u> |
| 8. <u>Land Disturbance Regulations: 13.16.4.14</u>           | <u>Board of Zoning Appeal</u> |
| 9. <u>Article 22 Sustainable Design and Development</u>      | <u>Board of Zoning Appeal</u> |
| 10. <u>Zoning petition received from Douglas Brown et al</u> | <u>Board of Zoning Appeal</u> |

1. Please specify whether Petitioner is:

- ( ) A public agency
- (x) A non-profit organization
- ( ) A limited divided organization

2. Is the proposed project new construction? \_\_\_\_\_ If not, please explain. \_\_\_\_\_

The proposed project is an occupied rehabilitation of the existing Millers River Apartments.

The project also includes the new construction 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.

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 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.

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

  
\_\_\_\_\_  
Petitioner's Signature

9/27/2018  
Date





15 Lambert St

Petitioners

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

CAMBRIDGE HOUSING AUTHORITY  
C/O MICHAEL JOHNSTON, EXECUTIVE DIRECTOR  
362 GREEN STREET  
CAMBRIDGE, MA 02139

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35-85  
HUANG, JING FENG & JING YAO ZHANG  
170 GORE ST., #113  
CAMBRIDGE, MA 02141

35-85  
REIS, MANUEL R.  
19 BEVERLY RD  
ARLINGTON, MA 02476

35-85  
MAMMEN, MEREEEN  
170 GORE ST., #115  
CAMBRIDGE, MA 02141

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

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

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

35-85  
SHEHU, ELVIS  
170 GORE ST., #120  
CAMBRIDGE, MA 02141

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

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

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

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

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

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

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

35-85  
BEST, WILLIAM H. & JOAN E. BEST  
170 GORE STREET, UNIT 208  
CAMBRIDGE, MA 02141

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35-85  
TSOU, NANCY  
170 GORE ST., #305  
CAMBRIDGE, MA 02141

35-85  
MOOSAVIFARD, SEDIGHEH  
170 GORE ST., #306  
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

35-85  
WANG, SANDRA J.  
170 GORE ST., #501  
CAMBRIDGE, MA 02141

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

35-85  
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

35-85  
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  
AUSTIN, TX 78704

35-85  
KRAISITHSIRIN, SILAWAN  
599 CAMBRIDGE ST., UNIT #301C  
CAMBRIDGE, MA 02141

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

36-147  
CAMELIO, NANCY, A LIFE ESTATE,  
ANNA LOMBARDI, LIFE ESTATE  
48 WARREN ST.  
CAMBRIDGE, MA 02141

36-148  
MELO, MARK P.,  
TRUSTEE THE A&E REALTY 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

36-157  
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  
HAYWARD, AMANDA & SIMON GHARIBIAN  
197 OTIS ST., #10A  
CAMBRIDGE, MA 02141

34-137  
GREGORY, MICHAEL S.  
197 OTIS ST. UNIT#11A  
CAMBRIDGE, MA 02139

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

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

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

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

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

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

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

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

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

35-37  
HILL, STEPHEN PAUL  
24 LAMBERT ST.  
CAMBRIDGE, MA 02141

35-37  
RICKER, JOSEPH A.  
633-635 CAMBRIDGE ST - UNIT#4  
CAMBRIDGE, MA 02141

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

**Millers River LLC**  
c/o Essex Street Management Inc.  
362 Green Street  
Cambridge, MA 02139

December 10, 2021

Constantine Alexander, Chairman  
Cambridge Board of Zoning Appeals  
City of Cambridge  
831 Massachusetts Ave  
Cambridge, MA 02139

**RE: Millers River Apartments, 15 Lambert Street | BZA-016906-2018 | Insubstantial Change Request**

Dear Mr. Alexander,

Millers River LLC is requesting approval for a reduction in vehicular parking as an insubstantial change to the existing Comprehensive Permit for the site issued July 2018 (#016906-2018), as allowed under 760 CMR 56. The proposed changes would reduce onsite vehicular parking by four spaces, from 63 spaces to 59 spaces.

The requested changes to the current Comprehensive Permit for Millers River Apartments are being proposed in order to accommodate a larger substation transformer required by Eversource to serve Millers River Apartments after construction. The original design for Millers River was to re-use the existing Eversource transformer vault and related equipment housed in the basement at Millers River with no modification. Eversource has since advised that due to its new transformer standards issued in early 2019, an upgrade to the vault must be completed to meet their updated equipment and egress requirements. The CHA had initially hoped to keep the enlarged transformer vault in the basement of the building by expanding the existing transformer vault, however, after review by Cambridge Housing Authority and Eversource, it was determined that expanding the existing transformer vault in the basement was not feasible and a larger substation transformer would need to be located in the Lambert Street parking lot.

To accommodate the external transformer substation, the Lambert Street parking lot will need to be reduced by five parking spaces. In order to minimize the loss of parking spaces, the Gore Street parking lot has been redesigned to add an additional parking space, for a net loss of four spaces. Approval of a reduction in vehicular parking as an insubstantial change is appropriate because the existing parking lot is in excess of what is utilized by residents of Millers River and their visitors. In November 2021, the property manager of Millers River renewed all resident parking permits for the site. Thirty of 202 residents requested parking permits. Please note that the building is only partially occupied given ongoing construction at Millers River. After construction, Millers River will house 300 residents, or a 50% increase over existing occupancy. Escalating 30 parking permits by 50% to account for full occupancy estimates the need for roughly 45 parking spaces. This matches the number of parking permits issued at Millers River before construction began. The last resident parking audit conducted before construction began had 42 resident parking permits. Forty-five spaces, combined with seven visitor parking spaces, totals 52 required spaces. Reducing the parking lot from 63 spaces to 59 spaces continues to provide ample



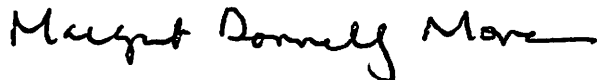
onsite parking. Furthermore, the building's location near the #69 bus route and Lechmere station provides access to public transportation

The following documents are attached in support of this application:

- Original BZA Decision (#016906-2018)
- Insubstantial Change to Original BZA Decision Approved on May 20, 2019
- Proposed Dimensional Form
- Parking Lot Design Comparison: Existing Design and Proposed Design

Millers River continues to meet the standards of the original Comprehensive Permit granted in July 2018, as amended. Pursuant to 760 CMR 56.05(11), if an applicant desires to change the details of its project as approved by the Board after a Comprehensive Permit is granted, the applicant may notify the Board in writing, describing the proposed change and request that the Permit be amended to include the change. If the changes do not significantly expand the scope of relief granted in the original permit, 760 CMR 56.05(11) allows the Board to determine that it is an "insubstantial change," and the Comprehensive Permit may be amended to include the changes, without further action. Millers River LLC is therefore requesting the Board's determination that the above described changes to the revitalization of Millers River Apartments are insubstantial under 760 CMR 56.05(11), and that the parking requirement for the Project may be so amended.

Sincerely,



Margaret Donnelly Moran  
Authorized Signatory, Millers River LLC  
Director of Planning & Development, Cambridge Housing Authority

cc. Margaret Donnelly Moran, Susan Cohen, Goran Smiljic, Clara Fraden, Bryan Mah,  
Stefan Wolkenhauer

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# City of Cambridge

MASSACHUSETTS

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BOARD OF ZONING APPEAL

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

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

## AMENDED DECISION



2018 00141041

Bk: 71607 Pg: 109 Doc: DECIS  
Page: 1 of 5 09/12/2018 01:12 PM

CASE NO: BZA-016906-2018

LOCATION: 15 Lambert Street Business A/Residence C-3 Zone  
Cambridge, MA

PETITIONER: Cambridge Housing Authority  
C/o Michael Johnston, Executive Director

*John*  
PETITION:

*Millers River Holding LLC*

**Comprehensive Permit:** To renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site. Create a new community center addition with roof garden for tenants and a new curb cut on Lambert Street. Reduce vehicle parking and add bicycle parking below ordinance requirements. Allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator. Achieve under 65% phosphorus removal. Use Enterprise Green Communities sustainability standards.

VIOLATIONS: Art. 5.000, Sec. 5.31 (Table of Dimensional Requirements) Art. 6.000, Sec. 6.36.1.G (Vehicle Parking). Sec. 6.107.2 (Bicycle Parking). Sec. 6.43 (Curb Cut). Art. 8.000, Sec. 8.16.060 (Noise Ordinance). Art. 13.000, Sec. 13.16.4.14 (Land Disturbance Regulations). Art. 22.000 (Sustainable Design Standards). Exemption from Proposed Brown petition.

DATE OF PUBLIC NOTICE: July 12 & July 19, 2018

DATE OF PUBLIC HEARING: July 26, 2018

MEMBERS OF THE BOARD:

CONSTANTINE ALEXANDER – CHAIR  
BRENDAN SULLIVAN – VICE-CHAIR  
JANET O. GREEN  
ANDREA A. HICKEY

✓  
✓  
✓  
✓

ASSOCIATE MEMBERS:

SLATER W. ANDERSON  
ALISON HAMMER  
JIM MONTEVERDE  
GEORGE S. BEST  
LAURA WERNICK

✓  
\_\_\_\_\_  
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\_\_\_\_\_

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p. 174*

Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

Case No. BZA-016906-2018  
Location: 15 Lambert Street  
Petitioner: Cambridge Affordable Housing Corporation – c/o Michael Johnston

On July 26, 2018, the Petitioner Michael Johnston on behalf of Cambridge Affordable Housing Corporation (“Petitioner”) appeared before the Board of Zoning Appeal with representative Clara Fraden requesting a Comprehensive Permit pursuant to M.G.L. c. 40B (“Chapter 40B”) in order to renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site, and to create a new community center addition with roof garden for tenants (the “Project”). As part of the Project, the Petitioner also requested that it be permitted to add two new curb cut to create a driveway on Lambert Street, to reduce vehicle parking and to add bicycle parking below Ordinance requirements, to allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator, to achieve under 65% phosphorus removal, and to use Enterprise Green Communities sustainability standards. The Petitioner requested relief from Art. 5, Sec. 5.31, Art. 6, Secs. 6.36.1.G, 6.107.2, 6.43, and Art. 22 of the Cambridge Zoning Ordinance (“Ordinance”) and Chapter 8.16, Sec. 8.16.060 and Chapter 13.16, Sec. 13.16 of the Municipal Code, along with Art. IV, Sec. 14 of the Cambridge Wastewater and Storm Water Drainage Use Regulations. The Petitioner also requested relief from the Douglas Brown, et al. Zoning Amendment Petition. The Petitioner submitted application materials including information about the Project, plans, and photographs.

Ms. Fraden stated the Petitioner is a non-profit corporation. The site is owned by Cambridge Housing Authority (“CHA”) and the Petitioner is controlled by the CHA. The Petitioner’s Board of Directors includes the members of the CHA Board of Commissioners and the CHA Executive Director. The Petitioner controls Miller River Holding, LLC, which is the long-term tenant of the site through a 99-year ground lease with CHA. Ms. Fraden stated that the Project has a preliminary site eligibility letter regarding financing from the Massachusetts Housing Finance Agency. She stated that the proposal would renovate the property, add two units, improve vehicle access, and allow for the construction of a new community center, for which dimensional and parking relief are required. She stated that setback relief is required for the new community center and that there are evolving discussions regarding the lack of setback the proposed building would have on a proposed bike path. She stated that relief is needed from the Noise Control Ordinance, Chapter 8.16 of the Municipal Code, in order to allow for weekly testing of a generator for 20 minutes. She stated that relief is also needed to allow phosphorous emissions above required limits. She stated that the request to waive the Douglas Brown, et al. Zoning Amendment Petition is not proper at this time and is withdrawn.

The Petitioner presented testimony and documentation, which established that:

1. The Petitioner controls the site;
2. The Petitioner is a non-profit corporation;
3. The Petitioner is eligible for government funding;
4. The Project is for affordable housing;
5. There is a need for affordable housing in the City of Cambridge and the region;
6. The Petitioner obtained the required signatures from City agencies.

Members of the public spoke and/or submitted written statements in support of and in opposition to the Project. The Chair read a letter of support from the Planning Board, which requested the ability to continue to work with the petitioner regarding trees and the bike path.

After discussion, the Chair moved that based upon testimony, evidence, and documents presented to the Board, the Board find: that the Petitioner demonstrated that it satisfies the jurisdictional requirements of Chapter 40B; that the Petitioner is a non-profit corporation; that the Petitioner has presented a preliminary Project Eligibility/Site Approval letter from the Massachusetts Housing Finance Agency demonstrating that it is eligible for the financing necessary to proceed with the Project; that it has control of the site; that the Petitioner has submitted to the Board a complete and satisfactory application for a Comprehensive Permit pursuant to M.G.L.C. 40B and 760 CMR 56.00, including preliminary site development plans, preliminary drawings and a list of the required exceptions to local requirements and regulations; that the Petitioner has met all of the jurisdictional requirements of M.G.L.C. 40B and 760 CMR 56.00; that the Petitioner has submitted in the written materials evidence concerning the continued need for affordable housing in the City of Cambridge and in the surrounding region; that, based on the evidence and the Board's knowledge of housing in the City of Cambridge, there continues to be a regional need for affordable housing and a substantial unmet need for affordable housing in the City of Cambridge; that the project would consist of 300 units; that there is no significant health, safety, environmental design, and open space impacts, or adverse impacts on storm drainage, traffic, or other engineering and planning matters that would support denial of the Project or outweigh the local or regional housing need; and that the relief from the specific requirements of local restrictions and regulations requested by the Petitioner is necessary in this circumstance to ensure the creation of affordable housing and to allow for the construction of the Project as proposed.

The Chair moved that based on the above findings, the Board finds that the proposed Project meets the requirement for a Comprehensive Permit under Chapter 40B and grants the comprehensive permit on the following conditions:

1. that final detailed construction plans be submitted to the building inspector to ensure that the final plans are consistent with the preliminary plans submitted by the Petitioner, as initialed by the Chair, and that the Project proposed be in accordance with the recommendations of the Planning Board set forth in a memorandum of July 25, 2018; namely,
  - a. that the Petitioner continue to work with City staff to determine whether additional existing mature trees on the site can be preserved, and to attempt a robust replacement plan for those trees that have been removed, and
  - b. that the Petitioner continue to work with City staff to explore design options that would not prevent the future establishment of the plan Grand Junction pedestrian/bicycle path, which had been a community desire for many years and was an important part of the City's overall strategy to promote walking and bicycling opportunities; and
2. That the Petitioner is allowed to transfer the Comprehensive Permit to Millers River, LLC at the time of construction financing.

The five-member Board voted unanimously in favor of granting the comprehensive permit as conditioned (Alexander, Sullivan, Green, Hickey, and Hammer). Therefore, the comprehensive permit is granted as conditioned.

The Board based the decision upon the above referenced findings and upon the following determinations:

1. That the Petitioner proposes to build low or moderate income housing within the meaning of M.G.L. c.40B, § 21 and that the project is a publicly subsidized housing development;
2. That the proposal and supporting documentation meet the requirements of the Comprehensive Permit Statute, M.G.L. c.40B §§ 20-23; and;
3. That particular respects in which the project fails to comply with provisions of the Zoning Ordinance, do not adversely affect the environment or create a health, safety or planning problem which outweighs the regional and local need for low and moderate income housing in the Cambridge community.



Constantine Alexander, Chair

Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 8-22-18 by Maria Gardese, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed ✓.

Appeal has been filed and dismissed or denied.

Date: September 12, 2018 Ronna P. Lopez City Clerk.

Middlesex South Registry of Deeds  
Electronically Recorded Document

This is the first page of the document - Do not remove

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Recording Information

Document Number	: 79638
Document Type	: AMEND
Recorded Date	: June 12, 2019
Recorded Time	: 10:58:16 AM
Recorded Book and Page	: 72747 / 392
Number of Pages(including cover sheet)	: 15
Receipt Number	: 2332284
Recording Fee	: \$75.00

**Middlesex South Registry of Deeds**  
**Maria C. Curtatone, Register**  
208 Cambridge Street  
Cambridge, MA 02141  
617-679-6300  
[www.middlesexsouthregistry.com](http://www.middlesexsouthregistry.com)



**CITY OF CAMBRIDGE**

**INSPECTIONAL SERVICES DEPARTMENT 831 MASS. AVE.  
CAMBRIDGE, MASSACHUSETTS 02139 (617) 349-6100**

**Ranjit Singanayagam  
Commissioner**

May 20, 2019

Cambridge Housing Authority  
C/o Michael J. Johnston, Executive Director  
362 Green Street  
Cambridge, MA 02139

**RE: 15 Lambert Street, Millers River Apartments - Comprehensive Permit BZA -016906-2018**

Dear: Mr. Johnson,

I have been instructed by the Chairperson of the Board of Zoning Appeal to inform you that by the vote taken on May 16, 2019 the Board determined that the modifications submitted to the Board for the proposed construction at 15 Lambert Street, did not constitute a substantial change to the relief granted by the Board of Zoning Appeal for the Comprehensive Permit issued On August 22, 2018, Case BZA-016906-2018.

Therefore, the proposed changes to the above property were approved as an insubstantial change to the originally granted Comprehensive Permit BZA-016906-2018 on May 16, 2019. The Comprehensive permit will be deemed modified to explicitly include the changes shown in the letter dated May 6, 2019.

If you have any questions, you may call me at 617-349-6100.

Sincerely,

Ranjit Singanayagam  
Commissioner/I.S.D

RS: mp

Property Address: 15 Lambert Street, Cambridge, MA

2019 MAY 22 AM 11: 09  
CAMBRIDGE HOUSING  
AUTHORITY





May 6, 2019

Constantine Alexander, Chairman  
Cambridge Board of Zoning Appeals  
City of Cambridge  
831 Massachusetts Ave  
Cambridge, MA 02139

**RE: Millers River Apartments, 15 Lambert Street | BZA-016906-2018 | Insubstantial Change Request**

Dear Mr. Alexander,

The Cambridge Housing Authority (CHA) is requesting approval for a reduction in vehicular parking and approval for relief from a series of off street parking requirements as an insubstantial change to the existing Comprehensive Permit for the site issued July 2018 (#016906-2018), as allowed under 760 CMR 56. The proposed changes would reduce onsite vehicular parking by seven spaces, from 70 spaces to 63 spaces.

These changes to the current Comprehensive Permit for Millers River Apartments are being proposed in order to meet a condition of the Permit, which directed the CHA to "continue to work with City staff to explore design options that would not prevent the future establishment of the planned Grand Junction path." Between July and December 2018, the CHA and the City worked together closely to find a solution to this condition. On December 3, 2018, the CHA and the City agreed to a friendly taking of a 10-foot by 460-foot easement on the Millers River property for the future Grand Junction path. This easement satisfies the condition of the Comprehensive Permit, however, the easement runs over the existing parking lot at Millers River. As a result, the CHA has made plans to redesign the existing lot as part of the ongoing renovations in order to accommodate the City's easement.

Approval of a reduction in vehicular parking as an insubstantial change is appropriate because the existing parking lot is in excess of what is utilized by residents of Millers River and their visitors. In January 2019, the property manager of Millers River renewed all resident parking permits for the site. Forty-two residents requested parking permits. This, combined with the seven visitor parking spaces, totals 49 required spaces. Reducing the parking lot from 70 spaces to 63 spaces continues to provide ample onsite parking. Furthermore, the building's location near the #69 bus route and Lechmere station provides ample access to public transportation.

Approval for relief from a series of off street parking requirements as an insubstantial change is appropriate because all items are existing non-conforming conditions. In order to accommodate the City's easement, the CHA redesigned the parking lot to decrease the lot's area but maintain the existing layout. Because the lot is technically being redesigned to accommodate the City's easement, the CHA is requesting relief from the following sections of the Zoning Ordinance:

- **6.43.3 – Curb Cuts:** The parking lot has two 22-foot-wide curb cuts within 100 feet of street frontage. This is an existing non-conforming condition.
- **6.47 – Screening:** The parking lot does not meet screening requirements in the Ordinance. This is an existing non-conforming condition. Furthermore, this condition will be improved by four new London Planetrees to be planted along the parking lot's street frontage.
- **6.48 – Landscaping:** The parking lot does not meet landscaping requirements in the Ordinance. This is an existing non-conforming condition. Furthermore, nine trees will be planted in the middle of the parking lot and six trees and a variety of shrubs will be planted around the lot's perimeter.
- **6.44.1 – Setbacks:** The parking lot does not meet setback requirements in the Ordinance. This is an existing non-conforming condition.

The following documents are attached in support of this application:

- Original BZA Decision (#016906-2018)
- Proposed Dimensional Form
- Parking Lot Design Comparison: Existing Design and Proposed Design
- Proposed Parking Lot Design ("Parking Diagram")
- Existing Site Survey
- Assessor's Plat

Millers River continues to meet the standards of the original Comprehensive Permit granted in July 2018, and thus the Board of Zoning Appeals continues to have justification to review changes to the Project and even to grant additional zoning relief in the form of an amendment to the Comprehensive Permit, if needed. The state's Department of Housing and Community Development's regulations applicable to Comprehensive Permits provide, at 760 CMR 56.05(11), that if an applicant desires to change the details of its project as approved by the Board after a Comprehensive Permit is granted, the applicant may notify the Board in writing, describing the proposed change and request that the Permit be amended to include the change. If the changes do not significantly expand the scope of relief granted in the original permit, 760 CMR 56.05(11) allows the Board to determine that it is an "insubstantial change," and the Permit may be amended to include the changes, without further action. CHA is therefore requesting the Board's determination that the above described changes to the Revitalization of Millers River Apartments are insubstantial under 760 CMR 56.05(11), and that plans for the building renovation may be so amended.

Sincerely,



Michael J. Johnston  
Executive Director

cc. Margaret Donnelly Moran, Susan Cohen, Goran Smiljic, Clara Fraden, CHA

87



# City of Cambridge

MASSACHUSETTS

2018 AUG 22 PM 12:02

## BOARD OF ZONING APPEAL

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

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

### AMENDED DECISION



2018 00141041

Bk: 71807 Pg: 109 Doc: DECIS  
Page: 1 of 6 09/12/2018 01:12 PM

CASE NO: BZA-016906-2018

LOCATION: 15 Lambert Street Business A/Residence C-3 Zone  
Cambridge, MA

PETITIONER: Cambridge Housing Authority  
C/o Michael Johnston, Executive Director

*owner*  
PETITION: *Millers River Holding LLC*  
**Comprehensive Permit:** To renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site. Create a new community center addition with roof garden for tenants and a new curb cut on Lambert Street. Reduce vehicle parking and add bicycle parking below ordinance requirements. Allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator. Achieve under 65% phosphorus removal. Use Enterprise Green Communities sustainability standards.

VIOLATIONS: Art. 5.000, Sec. 5.31 (Table of Dimensional Requirements) Art. 6.000, Sec. 6.36.1.G (Vehicle Parking). Sec. 6.107.2 (Bicycle Parking). Sec. 6.43 (Curb Cut). Art. 8.000, Sec. 8.16.060 (Noise Ordinance). Art. 13.000, Sec. 13.16.4.14 (Land Disturbance Regulations). Art. 22.000 (Sustainable Design Standards). Exemption from Proposed Brown petition.

DATE OF PUBLIC NOTICE: July 12 & July 19, 2018

DATE OF PUBLIC HEARING: July 26, 2018

MEMBERS OF THE BOARD:

CONSTANTINE ALEXANDER - CHAIR  
BRENDAN SULLIVAN - VICE-CHAIR  
JANET O. GREEN  
ANDREA A. HICKEY

ASSOCIATE MEMBERS:

SLATER W. ANDERSON  
ALISON HAMMER  
JIM MONTEVERDE  
GEORGE S. BEST  
LAURA WERNICK

*Bk 67344*  
*p-174*

Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

Case No. BZA-016906-2018  
Location: 15 Lambert Street  
Petitioner: Cambridge Affordable Housing Corporation – c/o Michael Johnston

On July 26, 2018, the Petitioner Michael Johnston on behalf of Cambridge Affordable Housing Corporation (“Petitioner”) appeared before the Board of Zoning Appeal with representative Clara Fraden requesting a Comprehensive Permit pursuant to M.G.L. c. 40B (“Chapter 40B”) in order to renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site, and to create a new community center addition with roof garden for tenants (the “Project”). As part of the Project, the Petitioner also requested that it be permitted to add two new curb cut to create a driveway on Lambert Street, to reduce vehicle parking and to add bicycle parking below Ordinance requirements, to allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator, to achieve under 65% phosphorus removal, and to use Enterprise Green Communities sustainability standards. The Petitioner requested relief from Art. 5, Sec. 5.31, Art. 6, Secs. 6.36.1.G, 6.107.2, 6.43, and Art. 22 of the Cambridge Zoning Ordinance (“Ordinance”) and Chapter 8.16, Sec. 8.16.060 and Chapter 13.16, Sec. 13.16 of the Municipal Code, along with Art. IV, Sec. 14 of the Cambridge Wastewater and Storm Water Drainage Use Regulations. The Petitioner also requested relief from the Douglas Brown, et al. Zoning Amendment Petition. The Petitioner submitted application materials including information about the Project, plans, and photographs.

Ms. Fraden stated the Petitioner is a non-profit corporation. The site is owned by Cambridge Housing Authority (“CHA”) and the Petitioner is controlled by the CHA. The Petitioner’s Board of Directors includes the members of the CHA Board of Commissioners and the CHA Executive Director. The Petitioner controls Miller River Holding, LLC, which is the long-term tenant of the site through a 99-year ground lease with CHA. Ms. Fraden stated that the Project has a preliminary site eligibility letter regarding financing from the Massachusetts Housing Finance Agency. She stated that the proposal would renovate the property, add two units, improve vehicle access, and allow for the construction of a new community center, for which dimensional and parking relief are required. She stated that setback relief is required for the new community center and that there are evolving discussions regarding the lack of setback the proposed building would have on a proposed bike path. She stated that relief is needed from the Noise Control Ordinance, Chapter 8.16 of the Municipal Code, in order to allow for weekly testing of a generator for 20 minutes. She stated that relief is also needed to allow phosphorous emissions above required limits. She stated that the request to waive the Douglas Brown, et al. Zoning Amendment Petition is not proper at this time and is withdrawn.

The Petitioner presented testimony and documentation, which established that:

1. The Petitioner controls the site;
2. The Petitioner is a non-profit corporation;
3. The Petitioner is eligible for government funding;
4. The Project is for affordable housing;
5. There is a need for affordable housing in the City of Cambridge and the region;
6. The Petitioner obtained the required signatures from City agencies.

Members of the public spoke and/or submitted written statements in support of and in opposition to the Project. The Chair read a letter of support from the Planning Board, which requested the ability to continue to work with the petitioner regarding trees and the bike path.

After discussion, the Chair moved that based upon testimony, evidence, and documents presented to the Board, the Board find: that the Petitioner demonstrated that it satisfies the jurisdictional requirements of Chapter 40B; that the Petitioner is a non-profit corporation; that the Petitioner has presented a preliminary Project Eligibility/Site Approval letter from the Massachusetts Housing Finance Agency demonstrating that it is eligible for the financing necessary to proceed with the Project; that it has control of the site; that the Petitioner has submitted to the Board a complete and satisfactory application for a Comprehensive Permit pursuant to M.G.L.C. 40B and 760 CMR 56.00, including preliminary site development plans, preliminary drawings and a list of the required exceptions to local requirements and regulations; that the Petitioner has met all of the jurisdictional requirements of M.G.L.C. 40B and 760 CMR 56.00; that the Petitioner has submitted in the written materials evidence concerning the continued need for affordable housing in the City of Cambridge and in the surrounding region; that, based on the evidence and the Board's knowledge of housing in the City of Cambridge, there continues to be a regional need for affordable housing and a substantial unmet need for affordable housing in the City of Cambridge; that the project would consist of 300 units; that there is no significant health, safety, environmental design, and open space impacts, or adverse impacts on storm drainage, traffic, or other engineering and planning matters that would support denial of the Project or outweigh the local or regional housing need; and that the relief from the specific requirements of local restrictions and regulations requested by the Petitioner is necessary in this circumstance to ensure the creation of affordable housing and to allow for the construction of the Project as proposed.

The Chair moved that based on the above findings, the Board finds that the proposed Project meets the requirement for a Comprehensive Permit under Chapter 40B and grants the comprehensive permit on the following conditions:

1. that final detailed construction plans be submitted to the building inspector to ensure that the final plans are consistent with the preliminary plans submitted by the Petitioner, as initialed by the Chair, and that the Project proposed be in accordance with the recommendations of the Planning Board set forth in a memorandum of July 25, 2018; namely,
  - a. that the Petitioner continue to work with City staff to determine whether additional existing mature trees on the site can be preserved, and to attempt a robust replacement plan for those trees that have been removed, and
  - b. that the Petitioner continue to work with City staff to explore design options that would not prevent the future establishment of the plan Grand Junction pedestrian/bicycle path, which had been a community desire for many years and was an important part of the City's overall strategy to promote walking and bicycling opportunities; and
2. That the Petitioner is allowed to transfer the Comprehensive Permit to Millers River, LLC at the time of construction financing.

The five-member Board voted unanimously in favor of granting the comprehensive permit as conditioned (Alexander, Sullivan, Green, Hickey, and Hammer). Therefore, the comprehensive permit is granted as conditioned.

The Board based the decision upon the above referenced findings and upon the following determinations:

1. That the Petitioner proposes to build low or moderate income housing within the meaning of M.G.L. c.40B, § 21 and that the project is a publicly subsidized housing development;
2. That the proposal and supporting documentation meet the requirements of the Comprehensive Permit Statute, M.G.L. c.40B §§ 20-23; and;
3. That particular respects in which the project fails to comply with provisions of the Zoning Ordinance, do not adversely affect the environment or create a health, safety or planning problem which outweighs the regional and local need for low and moderate income housing in the Cambridge community.



Constantine Alexander, Chair

Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 8-22-18 by Marie Gadsden, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed ✓

Appeal has been filed and dismissed or denied.

Date: September 12, 2018 Donna P. Lopez City Clerk.

**BZA APPLICATION FORM**  
**DIMENSIONAL INFORMATION**

APPLICANT:	<u>Millers River Holding LLC and</u>	PRESENT USE/OCCUPANCY:	<u>Residential</u>
LOCATION:	<u>Millers River LLC</u>	ZONE:	<u>Business A, Residence C-3</u>
PHONE:	<u>15 Lambert St</u>	REQUESTED USE/OCCUPANCY:	<u>Residential</u>
	<u>(617) 520-6251</u>		

	EXISTING CONDITIONS	REQUESTED CONDITIONS	ORDINANCE REQUIREMENTS (1)	2018 COMP. PERMIT CONDITIONS	
<b>TOTAL GROSS FLOOR AREA:</b>	<u>205,251</u>	<u>220,736</u>	<u>192,881</u>	<u>220,736</u>	(max.)
<b>LOT AREA:</b>					
Business A	<u>10,643</u>	<u>10,643</u>	<u>None</u>	<u>10,643</u>	(min.)
Residence C-3	<u>60,746</u>	<u>60,746</u>	<u>5,000</u>	<u>60,746</u>	(min.)
Combined	<u>71,389</u>	<u>71,389</u>	<u>5,000</u>	<u>71,389</u>	
<b>RATIO OF GROSS FLOOR AREA TO LOT AREA: (2)</b>					
Business A	<u>0.79</u>	<u>1.22</u>	<u>1.00</u>	<u>1.22</u>	(max.)
Residence C-3	<u>3.24</u>	<u>3.42</u>	<u>3.00</u>	<u>3.42</u>	(max.)
<b>LOT AREA FOR EACH DWELLING UNIT:</b>	<u>239.6</u>	<u>234.8</u>	<u>B-A = 600, C-3 = 300</u>	<u>234.8</u>	(min.)
<b>SIZE OF LOT:</b>					
WIDTH	<u>175' 0" ±</u>	<u>175' 0" ±</u>	<u>50' 0"</u>	<u>175' 0" ±</u>	(min.)
DEPTH	<u>400' 0" ±</u>	<u>400' 0" ±</u>	<u>None</u>	<u>400' 0" ±</u>	(min.)
<b>Setbacks in Feet:</b>					
Lambert C-3 FRONT	<u>49' 2" ±</u>	<u>48' 10" ±</u>	<u>72' 5" ±</u>	<u>48' 10"</u>	(min.)
R.R.R.O.W. C-3 SIDE	<u>0' 0" ±</u>	<u>10' 0" ±</u>	<u>80' 11" ±</u>	<u>10' 0" ±</u>	(min.)
Cambridge C-3 FRONT	<u>134' 3" ±</u>	<u>59' 10" ±</u>	<u>59' 10" ±</u>	<u>59' 10" ±</u>	(min.)
Gore C-3 FRONT	<u>43' 10" ±</u>	<u>42' 8" ±</u>	<u>52' 8" ±</u>	<u>42' 8" ±</u>	(min.)
<b>SIZE OF BLDG.:</b>					
HEIGHT	<u>161' 0"</u>	<u>161' 0"</u>	<u>120' 0"</u>	<u>161' 0"</u>	(max.)
LENGTH	<u>394' 6"</u>	<u>394' 10"</u>	<u>None</u>	<u>394' 10"</u>	
WIDTH	<u>127' 3"</u>	<u>163' 10"</u>	<u>None</u>	<u>163' 10"</u>	
<b>RATIO OF USABLE OPEN SPACE TO LOT AREA: (3)</b>	<u>30% ±</u>	<u>10.0% ±</u>	<u>10.0% ±</u>	<u>10.0% ±</u>	(max.)
<b>NO. OF DWELLING UNITS:</b>	<u>298</u>	<u>304</u>	<u>221</u>	<u>304</u>	(max.)
<b>NO. OF PARKING SPACES:</b>	<u>73</u>	<u>63</u>	<u>300</u>	<u>70</u>	(min./ max.)
<b>NO. OF LOADING AREAS:</b>	<u>0</u>	<u>0</u>	<u>Not Required</u>	<u>0</u>	(min.)
<b>DISTANCE TO NEAREST BLDG. ON SAME LOT:</b>	<u>N.A.</u>	<u>N.A.</u>	<u>10' 0"</u>	<u>N.A.</u>	

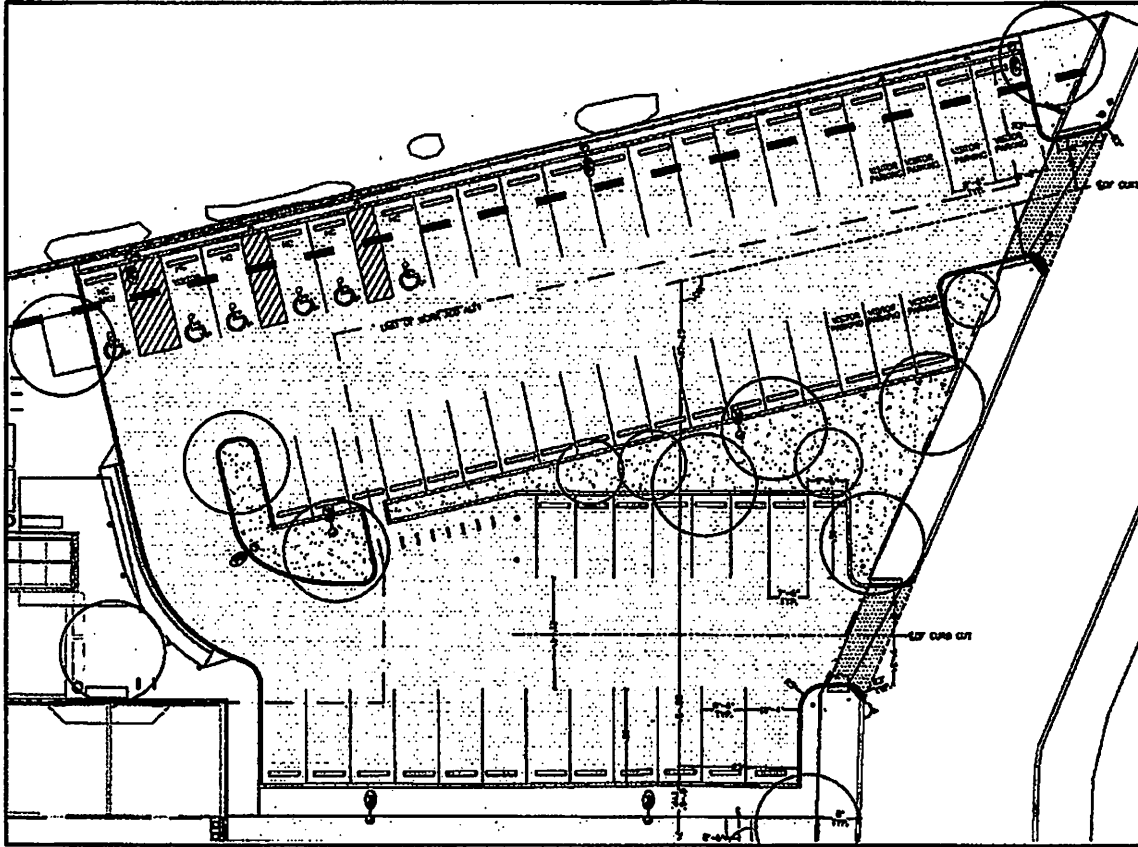
Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

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 will remain. The existing community building will be demolished, and 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.

- (1.) SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS)  
(2.) TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA  
(3.) OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.

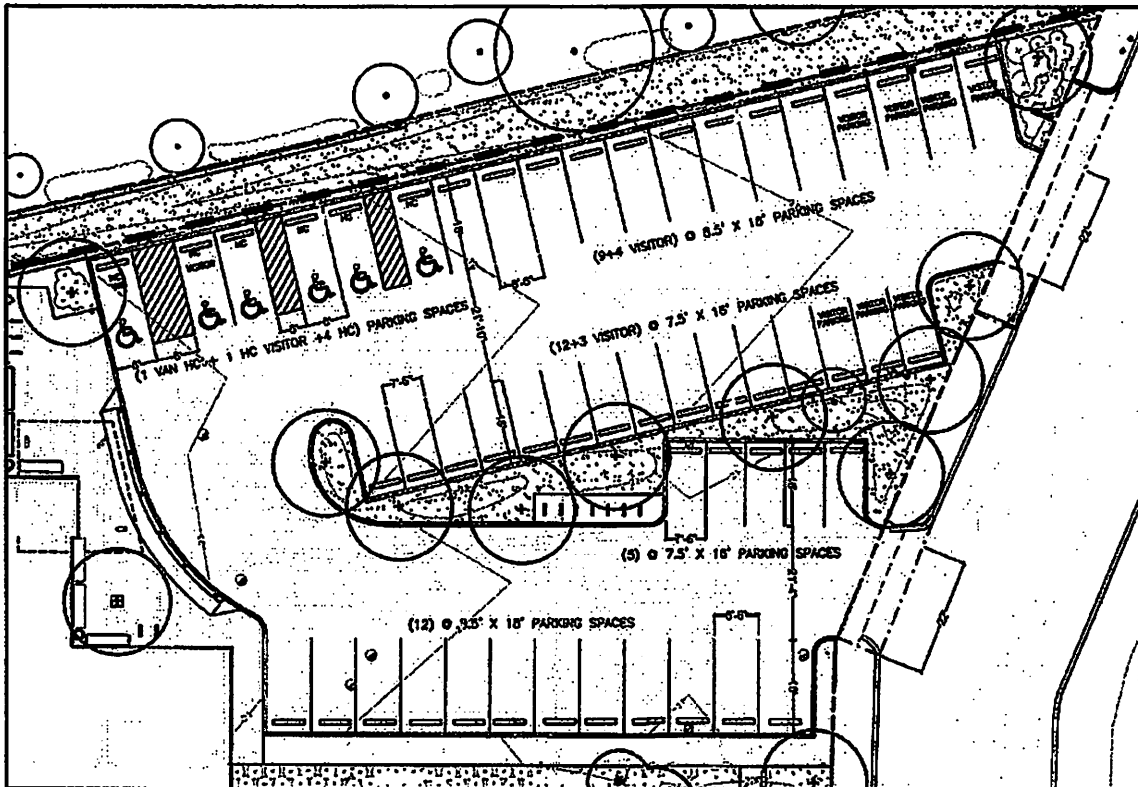


Existing design



---  
Easement for  
Grand  
Junction Path

Proposed design with the City's easement to accommodate Grand Junction path



---  
Easement for  
Grand  
Junction Path





City of Cambridge

# Property Map for 3 LAMBERT ST.

June 2, 2018

BOSTON

SOMERVILLE



City of Cambridge  
Massachusetts

1" = 886 ft

All data is provided for graphic representation only. The City of Cambridge expressly disclaims all warranties of any type, expressed or implied, including, but not limited to, any warranty as to the accuracy of the data, merchantability, or fitness for a particular purpose.

[www.cambridgema.gov/gis](http://www.cambridgema.gov/gis)

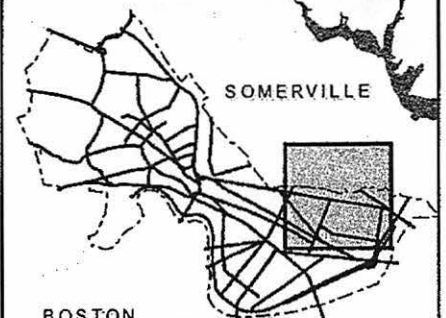
- Rail
- Road Centerline Cityscale
- Paved Surfaces
  - ▣ Paved Roads
  - ▣ Bridges
  - ▣ Unpaved Roads
  - ▣ Unpaved Parking
  - ▣ Sidewalks
  - ▣ Driveways
  - ▣ Alleys
  - ▣ Other Paved Surface
  - ▣ Public Footpath

ARLINGTON

MEDFORD

SOMERVILLE

BOSTON



Print

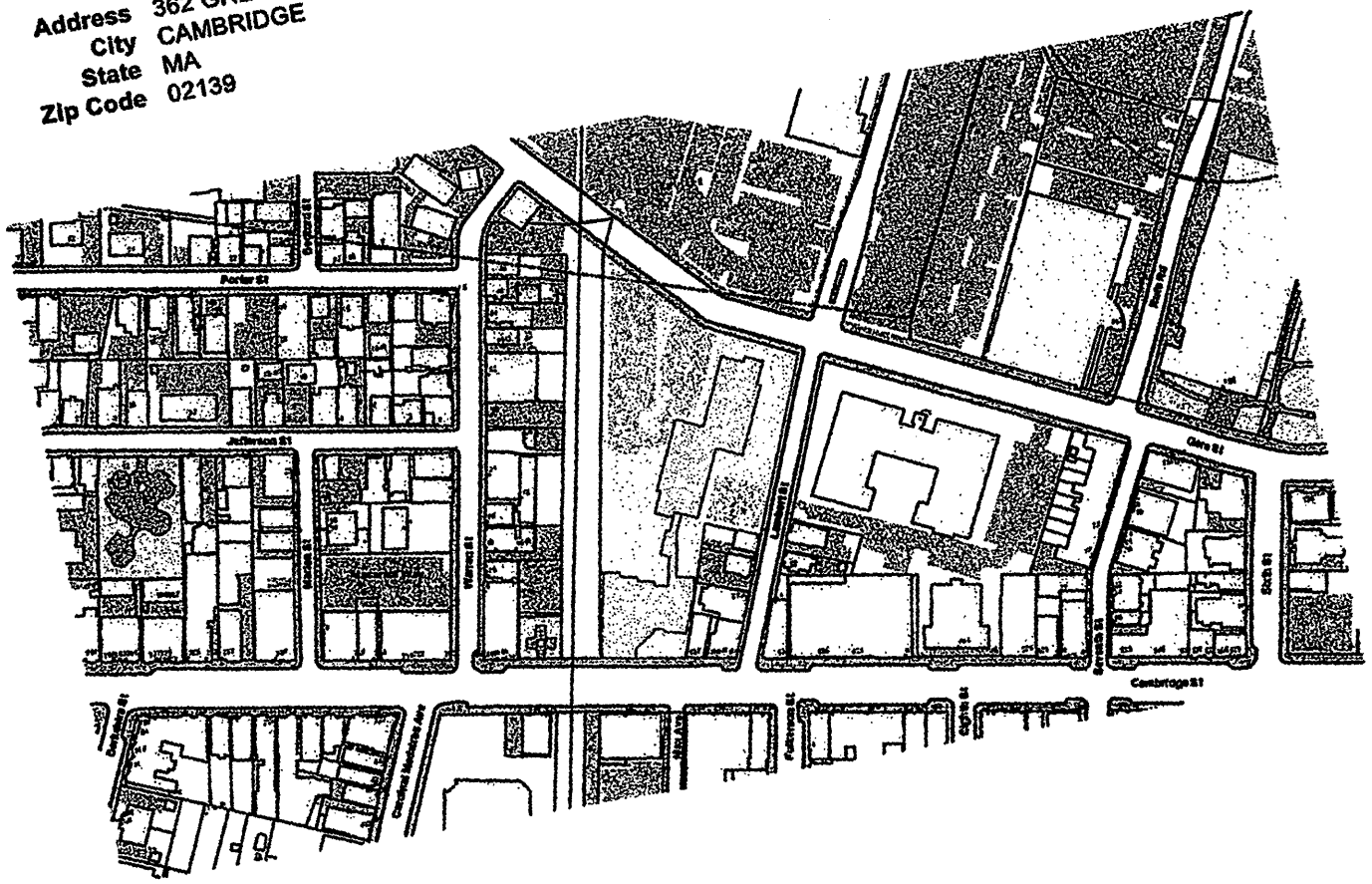
18

Property ID 35-100  
PID 2048

Address 3 LAMBERT ST  
Land Use SCIENTIFIC  
Land Area 1.65 acres / 71795 sq ft  
Living Area 173634 sq ft  
Property Card  
Recent Comparable  
Sales  
Parcel Block Map  
(PDF)

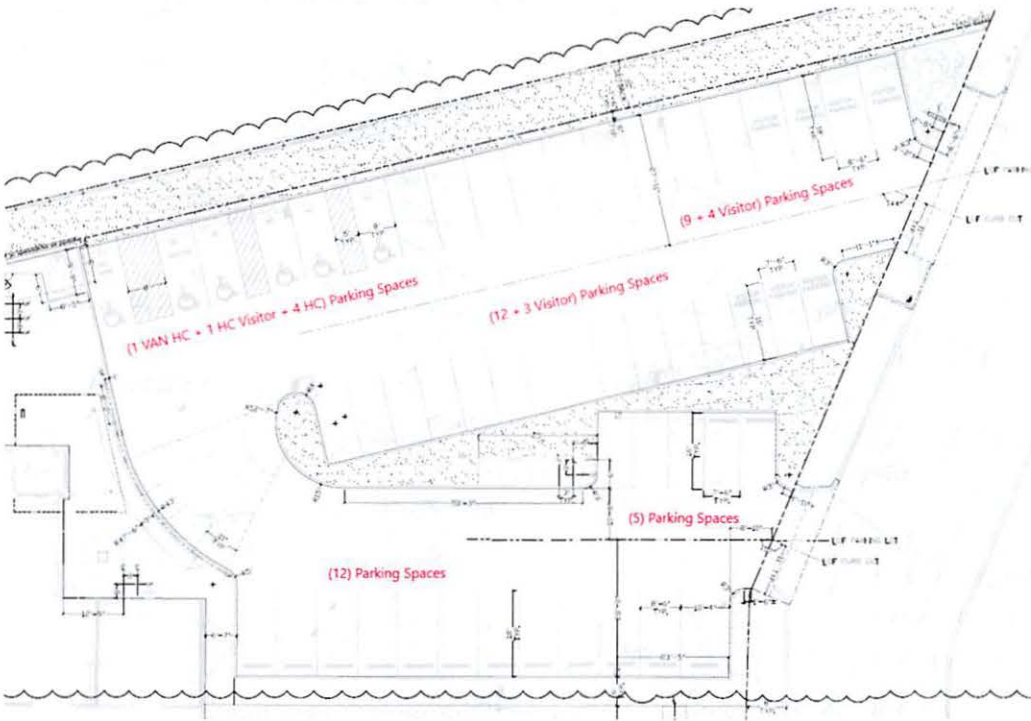
Owner Information

Name CAMBRIDGE HOUSING AUTHORITY  
Address 362 GREEN STREET  
City CAMBRIDGE  
State MA  
Zip Code 02139

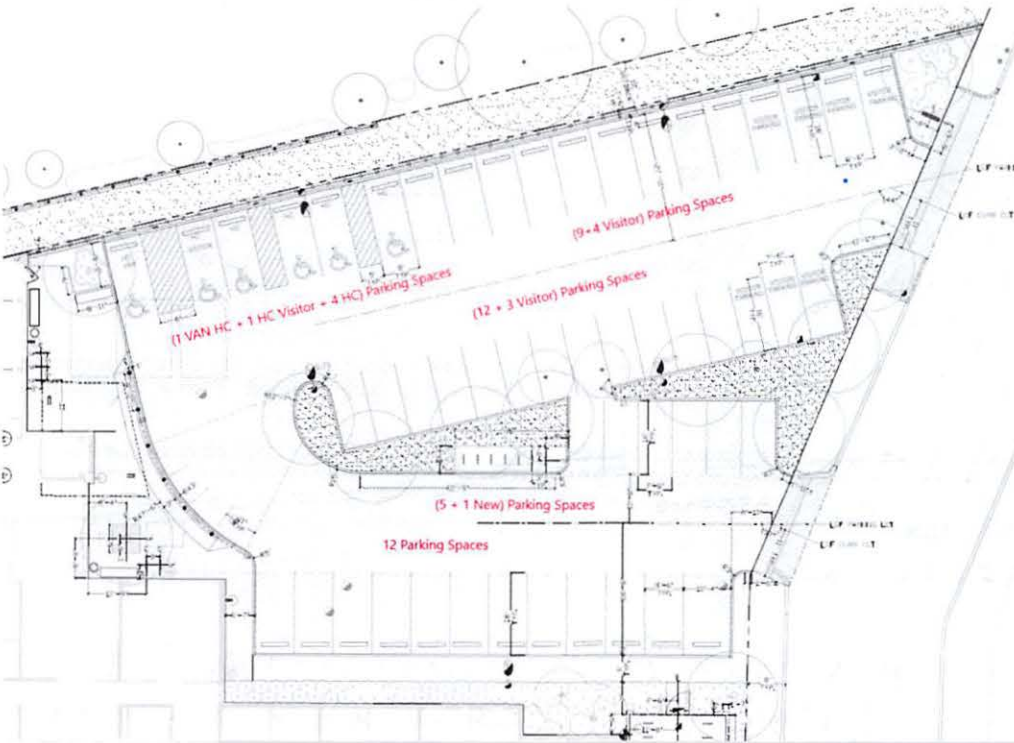




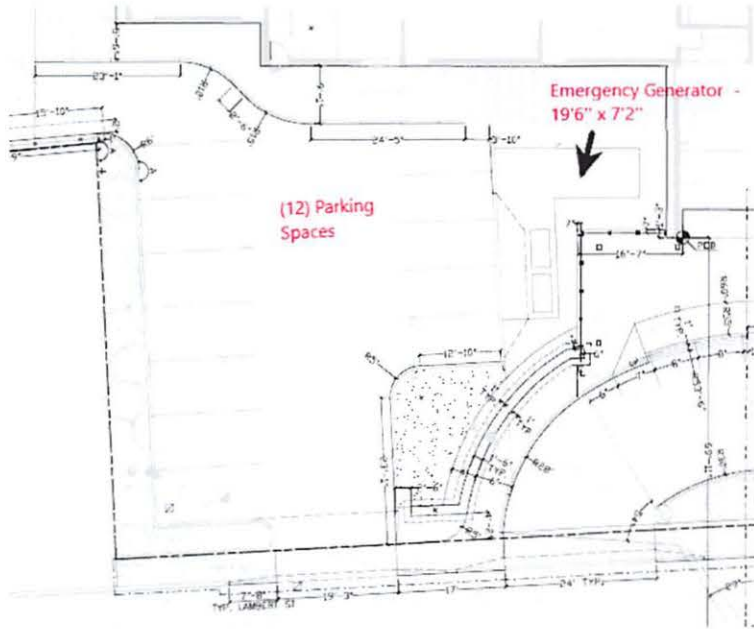
**Existing Design of the Gore Street parking lot layout (51 parking spaces):**



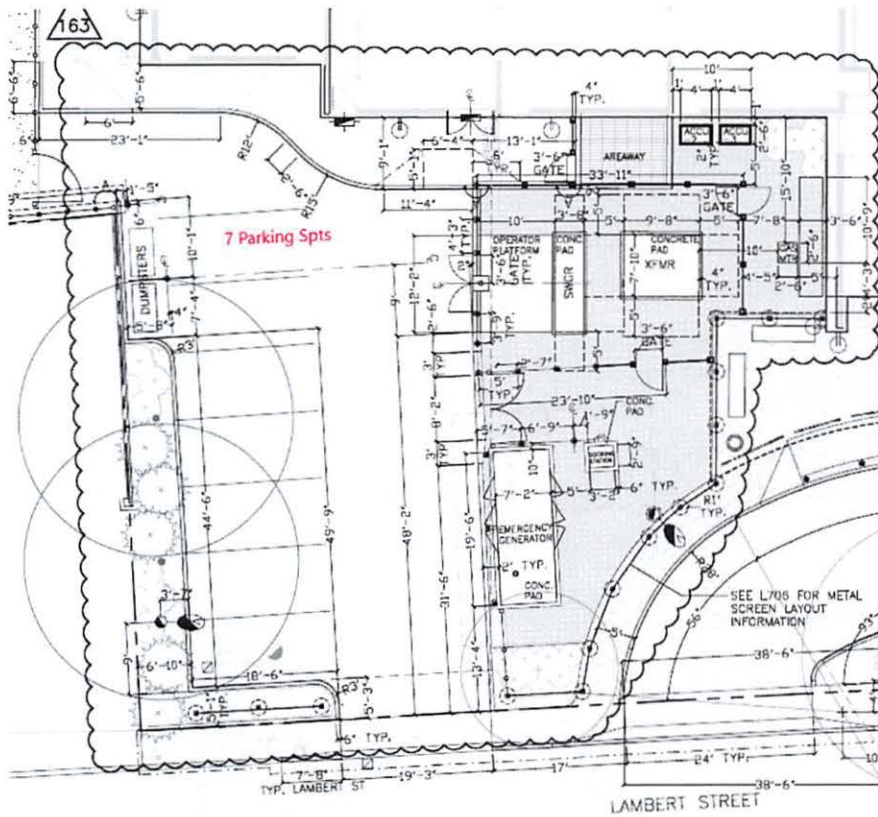
**Proposed Design of the Gore Street parking lot layout (52 parking spaces):**



**Existing Design of the Lambert Street parking lot layout (12 parking spaces):**



**Proposed Design of the Lambert Street parking lot layout (7 parking spaces):**



This also includes the Eversource substation and new location of the emergency generator seen on the right side of the graphic.





# City of Cambridge

MASSACHUSETTS

## BOARD OF ZONING APPEAL

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

2018 AUG 22 PM 12:02

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

### AMENDED DECISION

CASE NO: BZA-016906-2018

LOCATION: 15 Lambert Street Business A/Residence C-3 Zone  
Cambridge, MA

PETITIONER: Cambridge Housing Authority  
C/o Michael Johnston, Executive Director

PETITION: **Comprehensive Permit:** To renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site. Create a new community center addition with roof garden for tenants and a new curb cut on Lambert Street. Reduce vehicle parking and add bicycle parking below ordinance requirements. Allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator. Achieve under 65% phosphorus removal. Use Enterprise Green Communities sustainability standards.

VIOLATIONS: Art. 5.000, Sec. 5.31 (Table of Dimensional Requirements) Art. 6.000, Sec. 6.36.1.G (Vehicle Parking). Sec. 6.107.2 (Bicycle Parking). Sec. 6.43 (Curb Cut). Art. 8.000, Sec. 8.16.060 (Noise Ordinance). Art. 13.000, Sec. 13.16.4.14 (Land Disturbance Regulations). Art. 22.000 (Sustainable Design Standards). Exemption from Proposed Brown petition.

DATE OF PUBLIC NOTICE: July 12 & July 19, 2018

DATE OF PUBLIC HEARING: July 26, 2018

MEMBERS OF THE BOARD:

CONSTANTINE ALEXANDER – CHAIR  
BRENDAN SULLIVAN – VICE-CHAIR  
JANET O. GREEN  
ANDREA A. HICKEY

✓  
✓  
✓  
✓

ASSOCIATE MEMBERS:

SLATER W. ANDERSON  
ALISON HAMMER  
JIM MONTEVERDE  
GEORGE S. BEST  
LAURA WERNICK

✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

Case No. BZA-016906-2018  
Location: 15 Lambert Street  
Petitioner: Cambridge Affordable Housing Corporation – c/o Michael Johnston

On July 26, 2018, the Petitioner Michael Johnston on behalf of Cambridge Affordable Housing Corporation (“Petitioner”) appeared before the Board of Zoning Appeal with representative Clara Fraden requesting a Comprehensive Permit pursuant to M.G.L. c. 40B (“Chapter 40B”) in order to renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site, and to create a new community center addition with roof garden for tenants (the “Project”). As part of the Project, the Petitioner also requested that it be permitted to add two new curb cut to create a driveway on Lambert Street, to reduce vehicle parking and to add bicycle parking below Ordinance requirements, to allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator, to achieve under 65% phosphorus removal, and to use Enterprise Green Communities sustainability standards. The Petitioner requested relief from Art. 5, Sec. 5.31, Art. 6, Secs. 6.36.1.G, 6.107.2, 6.43, and Art. 22 of the Cambridge Zoning Ordinance (“Ordinance”) and Chapter 8.16, Sec. 8.16.060 and Chapter 13.16, Sec. 13.16 of the Municipal Code, along with Art. IV, Sec. 14 of the Cambridge Wastewater and Storm Water Drainage Use Regulations. The Petitioner also requested relief from the Douglas Brown, et al. Zoning Amendment Petition. The Petitioner submitted application materials including information about the Project, plans, and photographs.

Ms. Fraden stated the Petitioner is a non-profit corporation. The site is owned by Cambridge Housing Authority (“CHA”) and the Petitioner is controlled by the CHA. The Petitioner’s Board of Directors includes the members of the CHA Board of Commissioners and the CHA Executive Director. The Petitioner controls Miller River Holding, LLC, which is the long-term tenant of the site through a 99-year ground lease with CHA. Ms. Fraden stated that the Project has a preliminary site eligibility letter regarding financing from the Massachusetts Housing Finance Agency. She stated that the proposal would renovate the property, add two units, improve vehicle access, and allow for the construction of a new community center, for which dimensional and parking relief are required. She stated that setback relief is required for the new community center and that there are evolving discussions regarding the lack of setback the proposed building would have on a proposed bike path. She stated that relief is needed from the Noise Control Ordinance, Chapter 8.16 of the Municipal Code, in order to allow for weekly testing of a generator for 20 minutes. She stated that relief is also needed to allow phosphorous emissions above required limits. She stated that the request to waive the Douglas Brown, et al. Zoning Amendment Petition is not proper at this time and is withdrawn.

The Petitioner presented testimony and documentation, which established that:

1. The Petitioner controls the site;
2. The Petitioner is a non-profit corporation;
3. The Petitioner is eligible for government funding;
4. The Project is for affordable housing;
5. There is a need for affordable housing in the City of Cambridge and the region;
6. The Petitioner obtained the required signatures from City agencies.

Members of the public spoke and/or submitted written statements in support of and in opposition to the Project. The Chair read a letter of support from the Planning Board, which requested the ability to continue to work with the petitioner regarding trees and the bike path.

After discussion, the Chair moved that based upon testimony, evidence, and documents presented to the Board, the Board find: that the Petitioner demonstrated that it satisfies the jurisdictional requirements of Chapter 40B; that the Petitioner is a non-profit corporation; that the Petitioner has presented a preliminary Project Eligibility/Site Approval letter from the Massachusetts Housing Finance Agency demonstrating that it is eligible for the financing necessary to proceed with the Project; that it has control of the site; that the Petitioner has submitted to the Board a complete and satisfactory application for a Comprehensive Permit pursuant to M.G.L.C. 40B and 760 CMR 56.00, including preliminary site development plans, preliminary drawings and a list of the required exceptions to local requirements and regulations; that the Petitioner has met all of the jurisdictional requirements of M.G.L.C. 40B and 760 CMR 56.00; that the Petitioner has submitted in the written materials evidence concerning the continued need for affordable housing in the City of Cambridge and in the surrounding region; that, based on the evidence and the Board's knowledge of housing in the City of Cambridge, there continues to be a regional need for affordable housing and a substantial unmet need for affordable housing in the City of Cambridge; that the project would consist of 300 units; that there is no significant health, safety, environmental design, and open space impacts, or adverse impacts on storm drainage, traffic, or other engineering and planning matters that would support denial of the Project or outweigh the local or regional housing need; and that the relief from the specific requirements of local restrictions and regulations requested by the Petitioner is necessary in this circumstance to ensure the creation of affordable housing and to allow for the construction of the Project as proposed.

The Chair moved that based on the above findings, the Board finds that the proposed Project meets the requirement for a Comprehensive Permit under Chapter 40B and grants the comprehensive permit on the following conditions:

1. that final detailed construction plans be submitted to the building inspector to ensure that the final plans are consistent with the preliminary plans submitted by the Petitioner, as initialed by the Chair, and that the Project proposed be in accordance with the recommendations of the Planning Board set forth in a memorandum of July 25, 2018; namely,
  - a. that the Petitioner continue to work with City staff to determine whether additional existing mature trees on the site can be preserved, and to attempt a robust replacement plan for those trees that have been removed, and
  - b. that the Petitioner continue to work with City staff to explore design options that would not prevent the future establishment of the plan Grand Junction pedestrian/bicycle path, which had been a community desire for many years and was an important part of the City's overall strategy to promote walking and bicycling opportunities; and
2. That the Petitioner is allowed to transfer the Comprehensive Permit to Millers River, LLC at the time of construction financing.

The five-member Board voted unanimously in favor of granting the comprehensive permit as conditioned (Alexander, Sullivan, Green, Hickey, and Hammer). Therefore, the comprehensive permit is granted as conditioned.

The Board based the decision upon the above referenced findings and upon the following determinations:

1. That the Petitioner proposes to build low or moderate income housing within the meaning of M.G.L. c.40B, § 21 and that the project is a publicly subsidized housing development;
2. That the proposal and supporting documentation meet the requirements of the Comprehensive Permit Statute, M.G.L. c.40B §§ 20-23; and;
3. That particular respects in which the project fails to comply with provisions of the Zoning Ordinance, do not adversely affect the environment or create a health, safety or planning problem which outweighs the regional and local need for low and moderate income housing in the Cambridge community.

Constantine Alexander, Chair

Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 8-22-18 by Maria Spadaro, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed \_\_\_\_\_.

Appeal has been filed and dismissed or denied.

Date: \_\_\_\_\_ City Clerk.



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

TEL: 617.854.1000 |  
FAX: 617.854.1091 | [www.masshousing.com](http://www.masshousing.com)

Videophone: 857.366.4157 or Relay: 711

December 26, 2018

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

**Re: Millers River Apartments  
Final Approval  
MassHousing #998**

Dear Ms. Fraden:

This letter constitutes final approval under 760 CMR 56.04(7) (“Final Approval”) of the project known as Millers River Apartments, following the issuance of a comprehensive permit pursuant to Massachusetts General Laws Chapter 40B, 760 CMR 56.00 and the Comprehensive Permit Guidelines issued by the Department of Housing and Community Development (DHCD) (the “Guidelines”) (collectively, the “Comprehensive Permit Rules”).

On June 27, 2018, MassHousing (“MassHousing” or “Subsidizing Agency”), issued a Project Eligibility letter to the Cambridge Affordable Housing Corporation, a non-profit affiliate of the Cambridge Housing Authority (the “Applicant”) for the Project under its Mixed-Income Rental Program (the “Program”).

On June 27, 2018, Millers River Holding LLC, a Massachusetts limited liability company which is wholly owned by the Applicant, filed an Application for a comprehensive permit from the Cambridge Zoning Board of Appeals (ZBA) to renovate the existing Millers River Apartments, a deeply affordable rental apartment community serving elderly and disabled populations. The renovation of Millers River Apartments will consist of interior upgrades to the existing residential structure and the addition of a new community center, resulting in a total of 300 deeply affordable units of multi-family rental housing (“the Project”) on approximately 1.66 acres of land located at 15 Lambert Street (the “Site”) in Cambridge, MA (the “Municipality”).

By decision dated August 22, 2018 the ZBA issued a comprehensive permit (“the Comprehensive Permit”) to allow construction of the Project. No Appeals were filed and the permit was granted as conditioned. As allowed by Condition No. 2 of the Comprehensive Permit and pursuant to MassHousing’s loan commitment, which is sized for 285 of the 300 units, Millers River Holding LLC will transfer a portion of the Comprehensive Permit to Millers River

LLC at the time of construction financing. Utilizing a condominium structure, the remaining 15 units will be retained by Millers River Holding LLC under the existing Comprehensive Permit, to be modified in accordance with the transfer.

Pursuant to 760 CMR 56.05 (12)(B), we hereby confirm that Millers River Holding LLC, and Millers River LLC meet the requirements of 760 CMR 56.04 (1)(a) and (b). In accordance with the Comprehensive Permit Rules, prior to the issuance of any municipal permits for the Project, the Applicant must present Final Approval from the entity that issued the Determination of Project Eligibility. Accordingly, this letter constitutes Final Approval by MassHousing as Subsidizing Agency of the Project.

According to information presented by the Applicant 285 of the units in the Project will receive construction and permanent financing from Citibank through MassHousing's Conduit Loan Program. A conduit loan commitment was issued by MassHousing on November 20, 2018 for up to \$82,000,000 of Tax-Exempt Volume Cap, which will qualify the Project to receive an allocation of 4% Low Income Housing Tax Credits ("LIHTC") in the Department of Housing and Community Development's ("DHCD") 2018 and 2019 funding rounds. The \$82,000,000 loan is sized for 285 of the 300 units, which will constitute the "tax credit project". The remaining 15 units will be retained and financed separately by the CHA in order to pursue future plans for an addition to the development. Subsidy requirements for the 15-unit portion of the Project will be met under HUD's Section 8 Project Based Assistance Program, with MassHousing acting as Subsidizing Agency pursuant to the Comprehensive Permit Rules. Millers River LLC is the Applicant entity for the 285-unit portion of the Project and Millers River Holding LLC is the Applicant entity for the remaining 15-unit portion. All 300 units have Section 8 Project Based Vouchers and are restricted to households making not more than 80% AMI, however, the 285 LIHTC eligible apartments will be restricted to households at or below 60% AMI. Furthermore, the average income at Millers River Apartments, is below 40% AMI, much lower than the affordability restrictions set by Section 8 and LIHTC programs.

In connection with our determination herein, we have reviewed (i) the Site Approval (prior to the issuance of which an on-site inspection was performed), (ii) the Comprehensive Permit, (iii) the revised, preliminary plans on which the Comprehensive Permit was based (the "Plans"), (iv) the forms of regulatory agreement (the "Regulatory Agreement") and any separate use restrictions (the "Use Restrictions") to be recorded with the land records in the registry district in which the Municipality is located, (v) the Affirmative Fair Housing Marketing Plan (*AFHMP*) – Including Resident Selection and Lottery Procedures, (vi) an updated initial pro forma for the Final Project (the "Updated Pro Forma"), (vii) the terms of the financing to be used for the Final Project, including provisions for monitoring of the Final Project during construction (the "Financing"), and (viii) other pertinent information presented by the Applicant and others.

As a result of our review, we have made the findings required by 760 CMR 56.04(7)(a), as informed by 56.04(1) and (4). Further, as required by 760 CMR 56.04(7)(b) and (c), this Final Approval (i) confirms that the forms of Regulatory Agreement (copies of which are annexed hereto as Exhibits A and B), as the proposed Use Restrictions, are in a form consistent with the Comprehensive Permit Rules; and (ii) verifies, as required by 760 CMR 56.04(7)(c), that the cost examination requirements have been acknowledged and that a commitment has been made by

the Applicant to comply with the cost examination requirements defined in 760 CMR 56.04(8), as evidenced by the Developer's executed Acknowledgement of Obligations. (a copy of which is annexed hereto as Exhibit C).

Submission of two separate cost certifications will be required upon completion of the Project, in accordance with each Regulatory Agreement, in order to determine that developer fees and profits do not exceed the limits determined by DHCD and available in the "Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities." The cost certification process will also determine, through a separate calculation, the initial "Owner's Equity," which may be revised from time to time pursuant to the terms of the Regulatory Agreement, and annual dividend distribution limitation, ("Limited Dividend"), which is based on 10% of Owner's Equity. Annual Limited Dividend distributions are applicable only to Millers River LLC, as Millers River Holding LLC is wholly-owned by a non-profit entity. The determination of Owner's Equity and Limited Dividend are subject to adjustment as determined by DHCD pursuant to the Guidelines and/or by MassHousing in accordance with its regulations or other published procedures.

In accordance with the provisions of the Site Approval letter, the Developer must adhere to the Land Value Policy described in the Guidelines. The "As-Is Value" land acquisition cost, for cost certification purposes, has been established at \$53,400,000, based on the appraisal prepared for MassHousing by Bonz and Company, Inc. as of August 2, 2018 subject to adjustments as provided in the Guidelines. Please note that while MassHousing has reviewed the Updated Pro Forma and determined that it appears reasonable and consistent with the Comprehensive Permit Rules, this Final Approval is not an approval of the Updated Pro Forma's individual line items and all line items other than land acquisition cost will need to be properly supported when the Final Project's cost certification is submitted.

Please note that this Final Approval does not constitute site plan or building design approval. Furthermore, please note that we have not reviewed nor approved the Plans for compliance with federal, state or local codes or other laws pertaining to construction since such approvals are within the jurisdiction of the local building official and zoning enforcement officer. Similarly, we are relying on the local building official and zoning enforcement officer to ensure that the final plans and specifications comply with the Comprehensive Permit prior to issuing a building permit. We view issuance of the building permit as evidence of such compliance.

This Final Approval is contingent upon recording and delivery of the attached forms of Regulatory Agreement (Exhibits A and B), which will be executed on behalf of Millers River LLC, and Millers River Holding LLC respectively at the time of the Conduit Loan Closing in substantially the forms attached, as prescribed by MassHousing, in its role as Subsidizing Agency or as lender. Furthermore, this Final Approval will be effective for a period of the earlier of (a) six months following the date of this letter, or (b) the expiration date of the construction loan commitment submitted as part of the Final Approval application. Should the Applicant not apply for building permits for the Project within this period or should MassHousing not extend the effective period of this letter in writing, the letter shall be considered to have expired and no longer be in effect. In addition, we are requiring that MassHousing be notified at the time of the issuance of the building permits for the Project.



If you have any questions concerning this letter, please contact Katherine Miller, at (617) 854-1116.

Sincerely,



Gregory P. Watson  
Manager, Planning and Programs

Attachments:

Exhibit A: MassHousing Regulatory Agreement and 40B Rider

Exhibit B: Regulatory and Use Agreement (for Comprehensive Permit Projects in Which Funding is Provided By Other Than a State Agency)

Exhibit C: Developer's Acknowledgement of Obligations

cc: Janelle Chan, Undersecretary, DHCD  
The Honorable Mayor Marc C. McGovern, City of Cambridge  
Louis A. DePasquale, City Manager, City of Cambridge  
Constantine Alexander, Chair, Board of Zoning Appeal, City of Cambridge

## MASSHOUSING REGULATORY AGREEMENT

This MASSHOUSING REGULATORY AGREEMENT (this "**Agreement**"), dated as of December 28<sup>th</sup>, 2018, is made by and between MASSACHUSETTS HOUSING FINANCE AGENCY, a body politic and corporate, organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended (the "**Act**"), having an address of One Beacon Street, Boston, Massachusetts 02108 (the "**Agency**" or "**MassHousing**"), and MILLERS RIVER LLC, a Massachusetts limited liability company, having an address c/o Essex Street Management, Inc., 362 Green Street, Cambridge, Massachusetts 02139 (the "**Owner**").

### RECITALS

WHEREAS, Owner is the owner of Units A and B of the Millers River Leasehold Condominium as described in the Master Deed of the Millers River Leasehold Condominium and in the Declaration of Trust of the Millers River Leasehold Condominium Trust, located at 15 Lambert Street, Cambridge, Massachusetts 02141, as more particularly described on Exhibit A attached hereto;

WHEREAS, at least **forty percent (40%)** of the Development will (as hereinafter defined) be occupied by individuals whose income is sixty percent (60%) or less of the area median income pursuant to the requirements of Section 142(d)(1)(B) of the Code (as hereinafter defined) and the Act;

WHEREAS, pursuant to the Act, the Resolutions, the Funding Agreement and the Borrower Loan Agreement (each as hereinafter defined), the Agency proposes to assist the Owner through the application of the proceeds of the aggregate principal amount of its (i) Massachusetts Housing Finance Agency Multi-Family Mortgage Revenue Note, 2018 Series A, Millers River Apartments, in the aggregate principal amount of \$52,000,000, and (ii) Massachusetts Housing Finance Agency Multi-Family Mortgage Revenue Note, 2019 Series A, Millers River Apartments, in the aggregate principal amount of \$30,000,000, each to be issued as a note exempt from tax under Section 142(d) of the Code (as hereinafter defined) and subject to volume capacity allocation under Section 146 of the Code (the "**Tax-Exempt Obligations**"), which will be used to

provide a portion of the monies required to finance the acquisition and the construction and/or rehabilitation of the Development; and

WHEREAS, the Code and the Act prescribe that the financing as well as the use and operation of the Development be restricted in certain respects, and, in order to ensure that the Development will be financed, used and operated in accordance with the Code and the Act, the Agency and the Owner have determined to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and Owner hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

Capitalized terms used herein and in the attached Exhibits have the following meanings unless the context in which they are used clearly requires otherwise. Capitalized terms that are not defined herein have the meanings ascribed to them in the Resolutions.

**“Act”** shall have the meaning set forth in the preamble.

**“Adjusted Family Income”** means the anticipated annual income of a person (together with the anticipated annual income of all persons who intend to reside with such person in one residential unit), as calculated in a manner consistent with determinations of lower income families under Section 8 of the United States Housing Act of 1937 (or, if such program is terminated, with such program as is in effect immediately before such termination). Determinations of income shall include adjustments for family size, and Section 7872(g) of the Code shall not apply to such determinations. MassHousing has determined that for Millers River Apartments annual income of a person shall be calculated in accordance with the program requirements under Section 8 of the United States Housing Act of 1937, as affected by the Move to Work Agreement between Cambridge Housing Authority and the U.S. Department of Housing and Urban Development.

**“Affordable Rents”** means, for any unit, a monthly rental for a unit of the given size (exclusive of amounts paid for services) which does not exceed one-twelfth (1/12) of thirty percent (30%) of the Adjusted Family Income permitted for Lower Income Tenants in such unit or such lesser amount as shall be determined by the Agency in accordance with Section 6 of the Act.

**“Agency”** shall have the meaning set forth in the preamble.

**“Bond Counsel”** means any attorney at law or firm of attorneys selected by the Agency, of nationally recognized standing in matters pertaining to the federal tax status of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

**"Bondholder"** or **"holder"** or **"owner of the bonds"** means the registered owner of any bond as shown on the registration books maintained by the Trustee pursuant to the Resolutions.

**"Borrower Loan Agreement"** means the Borrower Loan Agreement dated as of the date hereof between MassHousing and the Owner.

**"Certificate of Continuing Program Compliance"** means a certificate in the form attached hereto as EXHIBIT B certifying as to the compliance by the Development with the provisions of this Agreement.

**"Certification of Tenant Eligibility"** means a certificate in a form reasonably acceptable to the Agency to be used by the Owner to determine whether applicants are income-eligible to be Lower Income Tenants.

**"Code"** means the Internal Revenue Code of 1986, as amended, or any successor statute thereto, as in effect on the date in question, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the Treasury Department or Internal Revenue Service of the United States.

**"Designation of Lower Income Units"** means a certificate in the form attached hereto as EXHIBIT C designating dwelling units in the Development for occupancy by Lower Income Tenants.

**"Development"** means the Development Facilities and the Development Site.

**"Development Facilities"** means, with respect to the Development, the buildings, structures and other improvements constructed on the Development Site, and all equipment, fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

**"Development Loan"** means the loan made to the Owner by the Agency pursuant to the Borrower Loan Agreement, as evidenced and secured, inter alia, by the Note and the Mortgage.

**"Development Site"** means Units A and B of the Millers River Leasehold Condominium as described in the Master Deed of the Millers River Leasehold Condominium and in the Declaration of Trust of the Millers River Leasehold Condominium Trust described in Exhibit A hereto, and all rights and appurtenances thereunto appertaining.

**"Event of Default"** means a default in the performance or observance of any covenant, agreement or obligation of the Owner set forth in this Agreement (which, if a

notice, grace and/or cure period is expressly set forth herein with respect to such default, remains uncured after the lapse of such period).

**"Funding Agreement"** means the Funding Loan Agreement dated as of even date herewith between Citibank, N.A., as Funding Lender, and MassHousing, as Governmental Lender.

**"Lower Income Tenants"** means the occupant or occupants of a residential unit in the Development whose aggregate Adjusted Family Income does not exceed the lesser of: (i) **sixty percent (60%)** of the Median Gross Income for the Area; or (ii) the maximum amount which would make them eligible for units owned or leased by the housing authority in the city or town in which the Development is located. If all the occupants are students (as defined in Section 152(f)(2) of the Code), no one of whom is entitled to file a joint federal income tax return under Section 6013 of the Code, such occupants shall not qualify as Lower Income Tenants, except as permitted under Sections 142(d)(2)(C) and 42(i)(3)(D) of the Code. The determination of an occupant's status as a Lower Income Tenant shall be made at the commencement of such occupant's occupancy of a unit in the Development and annually thereafter pursuant to Section 4 hereof.

**"Lower Income Units"** means the dwelling units in the Development designated for occupancy by Lower Income Tenants, which units are occupied by Lower Income Tenants or which have previously been occupied by Lower Income Tenants and are currently held available for lease or rent to Lower Income Tenants.

**"MassHousing"** shall have the meaning set forth in the preamble.

**"Median Gross Income for the Area"** means the median income for any household of a given size, in the Primary Metropolitan Statistical Area that includes the location of the Development, most recently determined by the Department of Housing and Urban Development ("**HUD**") under Section 8(f)(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by HUD prior to their termination.

**"Mortgage"** means the Multifamily Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith in the aggregate maximum principal amount of \$82,000,000, executed and delivered by the Owner in connection with the financing of the Development, which secures the Note.

**"Note"** means collectively, the (i) Multifamily Note in the original maximum principal amount of Fifty-Two Million Dollars (\$52,000,000.00) of even date herewith from Owner to MassHousing, and (ii) the Multifamily Note in the original maximum principal amount of Thirty Million Dollars (\$30,000,000.00) to be executed by Owner in favor of MassHousing, in each case including all amendments and substitute notes thereto.

**"Owner"** shall have the meaning set forth in the preamble.

**“Owner Representative”** means the person or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certificate furnished to the Agency containing a specimen signature of such person or persons and signed on behalf of the Owner by a duly authorized representative of the Owner.

**“Qualified Development Period”** means the period beginning on the later of (i) the first day on which ten percent (10%) of the dwelling units in the Development are first occupied or (ii) the date of issuance of the Tax-Exempt Obligations; and ending on the latest of (i) the date which is **fifteen (15) years** after the date on which fifty percent (50%) of the dwelling units in the Development are occupied, (ii) the first date on which no Tax-Exempt Obligations remain Outstanding under the Resolutions (including as “Outstanding” for this purpose any bond that is legally defeased but not yet redeemed), (iii) the date upon which all Obligations under the Note have been fully discharged or (iv) the date on which any assistance provided with respect to the Development under Section 8 of the United States Housing Act of 1937 terminates.

**“Resolutions”** means, collectively, the Issuer’s General Rental Development Bond Resolution, adopted by the Agency as of April 13, 2004, and the Parameters Resolution adopted by the Agency as of November 13, 2018, authorizing the execution and delivery of the Financing Documents (as defined therein) and delivery of the notes.

**“State”** means The Commonwealth of Massachusetts.

**“Tax-Exempt Obligations”** shall have the meaning set forth in the preamble.

**“Trustee”** means the respective trustee serving as such under the Resolutions.

## **2. REPRESENTATIONS AND AGREEMENTS OF THE OWNER.**

The Owner hereby represents, warrants and covenants as follows:

- (a) The Owner is a Massachusetts limited liability company formed under the laws of the Commonwealth of Massachusetts, is (if other than a limited partnership) in good standing in the State, has the power and authority to own the Development and assets and to carry on its business as now conducted and as contemplated to be conducted and has the power to enter into and has duly authorized by proper action, the execution and delivery of this Agreement and all other documents contemplated hereby to be executed by the Owner, including, without limitation, the Mortgage and the Note.
- (b) None of the execution and delivery of this Agreement or any other document in connection with the financing of the Development, the consummation of the transactions contemplated hereby and thereby or the fulfillment of or compliance with the terms and conditions hereof and thereof conflicts with or results in a breach of any of the terms, conditions or provisions of the Owner’s organizational documents, or of any agreement or instrument to which the Owner is now a party

or by which it is bound, or constitutes a default (with due notice or the passage of time or both) under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the property or assets of the Owner under the terms of any instrument or agreement to which the Owner is now a party or by which it is bound.

- (c) As of the date of this Agreement, the Owner will have title to the Development sufficient to carry out the purposes of this Agreement, and such title shall be in and remain in the Owner except as permitted by this Agreement.
- (d) The Development consists and shall consist of the real property described in EXHIBIT A hereto, together with all improvements thereon, and the Owner shall make no changes to the Development or to the operation thereof that will violate the provisions of this Agreement or impair the exclusion from gross income for federal income taxation of the interest on the Tax-Exempt Obligations. The Owner intends to use the multifamily rental housing portion of the Development primarily as multifamily rental housing during the term of the Qualified Development Period as required by the Code and the Act.
- (e) The Owner will not knowingly and voluntarily take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds from the sale of the Tax-Exempt Obligations to be applied in a manner contrary to the requirements of this Agreement.
- (f) The Owner has filed or caused to be filed all federal, state and local tax returns that are required to be filed, if any, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.
- (g) No officer or other official of the Agency has any ownership or financial interest whatsoever in the Development or the Owner or in the transactions contemplated by this Agreement.
- (h) The Owner acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Development; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Agency is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including without limitation the risk of loss of the Development, and that it has not relied on the Agency for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Agency in any manner except to issue the Tax-Exempt Obligations in order to provide funds for the Development Loan.
- (i) The Owner has not taken any action, or failed to take any action, which action or failure to act adversely affects the exclusion from gross income of interest on the Tax-Exempt Obligations for federal income tax purposes.

- (j) The Owner is not in default under any document, instrument or commitment to which the Owner is a party or to which it or any of its property is subject which default affects the ability of the Owner to carry out its obligations under this Agreement.
- (k) The Owner: (i) intends to hold the Development for its own account; (ii) is not now in negotiation to sell the Development; and (iii) has not entered into any agreement or otherwise binding commitment to sell the Development.

### **3. RESIDENTIAL RENTAL PROPERTY.**

The Agency and the Owner hereby declare their understanding and intent that the Development is to be owned, managed and operated, for so long as any Tax-Exempt Obligations allocable to the Development remain outstanding under the Resolutions, but in any event at least for the Qualified Development Period, as "residential rental property" as such phrase is used in Section 142(d) of the Code and Section 1.103-8(b) of the Treasury Regulations and as multi-family housing eligible for financing under the Act. To that end, the Owner hereby represents, warrants and covenants as follows:

- (a) The Development will be operated for the purpose of providing multifamily rental housing and the Owner shall own, manage and operate (or cause the management and operation of) the Development as a development to provide multifamily rental housing comprised of a building or structure or several interrelated buildings or structures, each consisting of more than one dwelling unit and facilities functionally related and subordinate thereto, and no other facilities on the Development Site. As used herein "facilities functionally related and subordinate to the Development" shall include facilities for use by the tenants, including, for example, swimming pools, other recreational facilities, parking areas, and other facilities which are reasonably required for the Development, for example, heating and cooling equipment, trash disposal equipment or units for resident managers or maintenance personnel.
- (b) All of the dwelling units in the Development will be similarly constructed, and each dwelling unit in the Development will contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a family that are complete, separate and distinct from other dwelling units in the Development and will include a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.
- (c) The Owner will not permit any of the dwelling units in the Development that are financed with the Tax-Exempt Obligations to be used on a transient basis (within the meaning of Treasury Regulation Section 1.103-8(b)(4)) and will not rent (or allow the rental of) any of the units for a period of less than six (6) months and none of the dwelling units in the Development will at any time be leased or rented for use as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer court or park or



place of business or leased to any party who will make such units available for occupancy on any such basis.

- (d) No part of the Development will at any time be owned or used by a cooperative housing corporation.
- (e) The Development Site consists of a parcel or parcels that are contiguous (parcels are contiguous if their boundaries meet at one or more points) except for the interposition of a road, street or stream, and all of the Development Facilities and the Development comprise a single geographically and functionally integrated development for multifamily rental housing, as evidenced by the common ownership, management, accounting and operation of the Development.
- (f) The Owner will not sell (or allow the sale of) dwelling units within the Development.
- (g) The Owner hereby certifies that, as of the date of this Agreement, fifty percent (50%) of the dwelling units in the Development are occupied and the Qualified Development Period begins on the date hereof.
- (h) Once available for occupancy, each dwelling unit will be rented or available for rental to the general public on a continuous basis during the Qualified Development Period.
- (i) The Agency and its agents shall have the right to enter and inspect the Development at all reasonable times upon reasonable notice (oral or written) to Owner.

#### **4. LOWER INCOME TENANTS.**

In order to satisfy the requirements of Section 142(d) of the Code, Treasury Regulation Section 1.103-8(b) and the Act, for the Qualified Development Period, the Owner hereby represents, warrants, covenants and agrees as follows:

- (a) During the Qualified Development Period, at least **forty percent (40%)** of the residential units in the Development will be leased or rented (or made available for lease or rental if previously occupied by Lower Income Tenants) to Lower Income Tenants at Affordable Rents on a continuous basis (such units being sometimes referred to hereafter as the "**Lower Income Units**"). The Owner will not give or allow preference to any particular class or group in renting the dwelling units in the Development, except to the extent that dwelling units are required to be leased or rented to Lower Income Tenants, or as otherwise provided in the tenant selection plan approved by the Agency it being acknowledged and agreed that if the Project qualifies as housing for the elderly and/or disabled under applicable state and federal laws and regulations, occupancy may, subject always to the foregoing restriction regarding Lower Income Tenants, be further restricted to elderly and/or disabled persons in accordance with such laws and regulations. For purposes of satisfying the requirement that not less than **forty percent (40%)** of the residential

units be occupied by Lower Income Tenants, no Lower Income Tenant shall be denied continued occupancy because, after admission, the Lower Income Tenant's Adjusted Family Income exceeds the applicable qualifying income level (provided, however, that no Lower Income Tenant shall continue to be counted as a Lower Income Tenant as of any date upon which such tenant's Adjusted Family Income exceeds one hundred forty percent (140%) of the level at which a tenant may be qualified as a Lower Income Tenant) set forth in the definition of "Lower Income Tenant" herein; provided, however, that the Owner shall maintain the percentage requirements of this Agreement by providing (or requiring the provision of) the next available units of comparable size to Lower Income Tenants as needed to achieve compliance with the foregoing requirements. Other than as provided in the preceding sentence, any unit shall retain its character until it is reoccupied, at which time its character shall be re-determined under the rules set forth in this paragraph, except that no re-occupancy of a Lower Income Unit for a temporary period not to exceed thirty-one (31) days shall be taken into account for this purpose. For purposes of determining whether a tenant's Adjusted Family Income will qualify such tenant as a Lower Income Tenant at the time of such tenant's initial occupancy of a dwelling unit, the Median Gross Income for the Area in effect at the time of such initial occupancy shall be used. Further, for purposes of determining whether the Adjusted Family Income of a Lower Income Tenant exceeds one-hundred forty percent (140%) of the level at which such tenant may be qualified as described above, the Median Gross Income for the Area in effect at the time of such determination shall be used.

- (b) The units that are to be occupied by Lower Income Tenants will be intermingled with all other dwelling units in the Development and will be of a quality and size comparable to the other units in the Development. Lower Income Tenants will have access to all common facilities of the Development for use and enjoyment equal to that of other tenants. The Owner will designate the dwelling units in the Development reserved for occupancy by Lower Income Tenants, and will advise the Agency of such designation by delivery of a Designation of Lower Income Units not later than the date of this Agreement, and on an annual basis thereafter, of any revisions thereof. The Agency may also at any time and from time to time require the Owner to deliver a current Designation of Lower Income Units if the Agency reasonably expects that there has been a change in the units reserved for occupancy by Lower Income Tenants.
- (c) All of the dwelling units in the Development shall be leased or rented, or available for lease or rental to the general public.
- (d) The Owner will, at the time of initial rental, obtain and maintain on file a Certification of Tenant Eligibility from each Lower Income Tenant. From and after the date hereof, the Owner will obtain and maintain on file a renewal Certification of Tenant Eligibility for each Lower Income Tenant on the anniversary of the rental of all Lower Income Units during the term of the rental. Such Certifications shall be filed with the Agency by attachment to each Designation of Lower Income Units required to be filed pursuant to this Agreement. The Owner shall make a good

faith effort to verify that the income provided by an applicant in an income certification is accurate by taking any of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period; (2) obtain an income tax return for the most recent tax year; (3) obtain an income verification form from the applicant's current employer; (4) obtain an income verification form from the Social Security Administration and/or the Massachusetts Department of Housing and Community Development if the applicant receives assistance from either of such agencies; or (5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

- (e) The Owner will maintain complete and accurate records pertaining to the Lower Income Units, and during normal business hours and upon reasonable notice, will permit any duly authorized representative of the Agency to inspect the books and records of the Owner pertaining to the incomes of and rents charged to Lower Income Tenants residing in the Development.
- (f) The Owner will each year prepare and submit to the Agency a Certificate of Continuing Program Compliance executed by the Owner, which shall state (i) the percentage of the dwelling units in the Development that were occupied by Lower Income Tenants (or held vacant and available for occupancy by Lower Income Tenants as provided above) during such period; and (ii) that to the knowledge of the Owner, no default has occurred under this Agreement.
- (g) The Owner will accept as tenants, on the same basis as all other prospective tenants, Lower Income Tenants who are recipients of federal certificates and/or vouchers for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937 or its successor, and shall not apply selection criteria to Section 8 certificate holders that are more burdensome than the criteria applied to all other prospective tenants.
- (h) With respect to each calendar year any portion of which is within the Qualified Development Period, the Owner shall file, on or before the March 31 following the end of such calendar year, Internal Revenue Service Form 8703, Annual Certification of a Residential Rental Development, with the Internal Revenue Service, Philadelphia, Pennsylvania 19255, or at such other address as directed by a subsequent revision to such Form 8703. Upon request of the Agency, copies of any or all such Forms 8703 filed by the Owner shall be provided to the Agency.

## **5. TENANT SELECTION AND OCCUPANCY.**

- (a) Owner will use its best efforts to maintain the Development at full occupancy, consistent with Owner's compliance with applicable housing subsidy programs and other legal restrictions affecting the Development. Owner will comply with the Tenant Selection Plan prepared by Owner and approved by MassHousing, as modified with the approval of MassHousing. MassHousing hereby agrees that the tenant selection provisions of the Administrative Plan for the Federal Housing Choice Voucher Program Part 3 Formerly Public Housing Project-Based Voucher

Developments (the "Administrative Plan") prepared by Owner and as has been approved by MassHousing, as it may be modified with the further approval of MassHousing, will apply instead of a tenant selection plan. Owner's approved Administrative Plan is incorporated herein by reference with the same force and effect as if set out in this Agreement.

- (b) Occupancy agreements for the Lower Income Units will be in a form approved by MassHousing (it being acknowledged that the form of Cambridge Housing Authority Lease 2014 provided by Owner has been approved by MassHousing), subject to any requirements of any applicable housing subsidy program, and, unless otherwise approved by MassHousing, will contain clauses, among others, wherein each adult resident of a Lower Income Unit:
- (1) certifies the accuracy of the statements made in the application and income survey;
  - (2) agrees that the family income, family composition and other eligibility requirements, are substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Owner or MassHousing; and that his or her failure or refusal to comply with a request for information with respect thereto will be a violation of a substantial obligation of his or her occupancy; and
  - (3) agrees that at such time as Owner or MassHousing may direct, he or she will furnish to Owner certification of then current family income, with supporting documentation as MassHousing reasonably requires; and agrees to such charges as MassHousing has previously approved for any facilities and/or services that may be furnished by Owner or others to the resident upon his or her request, in addition to the facilities and services, if any, included in the rentals for such Lower Income Units.

## **6. LIMITED DIVIDENDS.**

- (a) In order to satisfy the Act requirements regarding limited distributions, this Section 6 applies to the distribution ("**Distribution**") of any amounts to Owner or its affiliates (including, without limitation, partners, managers and members of Owner), which Distributions may be made after Owner has, in each fiscal year: (1) made all payments required to be made under the Mortgage and the Note; (2) paid, or adequately reserved for, all reasonable and necessary expenses of the Development; (3) deposited all amounts required to be deposited in any required replacement reserve for the Development; (4) deposited all amounts required to be deposited in any required operating reserve for the Development; (5) made all payments required to be made under the CHA Acquisition Loan and the CHA Program Fund Loan (as such terms are defined in the Amended and Restated Operating Agreement of the Owner dated on or about the date hereof); and (6)

satisfied any operating expense loans made by the partners, managers or members of Owner for Development expenses, which project expense loans shall have received the prior written approval of MassHousing.

- (b) Distributions may be made (1) only at the end of Owner's fiscal year; and (2) only once all of the due and payable obligations of the Development described in Section 6(a) above have been paid, as evidenced by a certificate provided by an independent accountant indicating that no such obligations are more than thirty (30) days past due.
- (c) No Distributions may be made (1) when an event of default has occurred and is continuing under this Agreement, the Mortgage or the Note; (2) when there has been failure to comply with MassHousing's notice of any reasonable requirement for proper maintenance of the Development; or (3) when there is outstanding against all or any part of the Development any lien or security interest on Development assets other than a lien expressly permitted under this Agreement, the Mortgage or the Note. In an event of default under this Agreement, MassHousing may apply any amounts available for distribution to the payment of any obligations under this Agreement.
- (d) Subject to the provisions set forth above, Distributions may be made to Owner and its affiliates, provided that no Distribution (or Distributions, in aggregate) for any fiscal year may exceed ten percent (10%) of Owner's equity in the Development ("**Borrower's Equity**"), which Borrower's Equity is determined initially to be **\$73,837,987**. The ten percent (10%) standard will apply throughout the term hereof, except that if MassHousing establishes a higher rate at a later date as permitted by the Act, Owner may increase its equity distribution to the then-permitted rate of distribution, subject to conditions established by MassHousing with respect thereto. Owner is allowed to adjust the amount of Borrower's Equity as provided by the Act and under MassHousing's Equity Policy as in effect as of the date hereof (or, at Owner's election, under any Equity Policy subsequently established by MassHousing). In the event that amounts available for Distribution in a fiscal year exceed the Distributions permitted for such fiscal year pursuant to this Section 6(d), the excess amount may be applied by Owner to pay, without interest, the amount by which Distributions made in any of the three (3) preceding fiscal years were less than the amount permitted to be paid under this Section 6(d) hereof for such fiscal year (a "**Look-Back Distribution**"), subject to the provisions of Sections 4(a)-(c) above.
- (e) After Owner has made its Distribution (including, for the avoidance of doubt, any Look-Back Distribution) under Section 6(d) above, any amounts remaining available for distribution that may not be distributed in such year pursuant to the provisions of this Section 6 ("**Annual Excess Revenues**") shall be deposited in an interest-bearing account established by MassHousing hereunder pursuant to Section 6(c) of the Act (the "**Excess Revenues Account**") and maintained by MassHousing in trust for the benefit of the Development. No amounts may be released from the Excess Revenues Account without the prior written consent of

MassHousing. MassHousing agrees it will not unreasonably withhold or delay its consent to the release of any amounts held therein, upon the written request of Owner, to be applied to the following purposes: (1) providing a direct and material benefit to tenants who are Low-Income Persons or Families, (2) reducing rental to tenants who are Low-Income Persons or Families, (3) any purposes for which the replacement reserve held for the Development may be used and for which other funds are not available, (4) extending the affordability of the Development, or (5) providing relocation and transitional assistance to Low-Income Persons or Families upon the prepayment or maturity of the loan evidenced and secured by the Note. Upon the payment in full of such loan, any balance remaining in the Excess Revenues Account shall become MassHousing's funds free from any restrictions contained herein and may be used by MassHousing for any of its purposes under the Act.

- (f) Owner will comply with the provisions of any applicable housing subsidy program with respect to the application of rents, including the creation and maintenance of "excess rental" or similar accounts. The provisions of this Section 6 shall be subject to the requirements of any such housing subsidy program and the provisions of any applicable MassHousing regulations with respect thereto.
- (g) Notwithstanding any other provision to the contrary in this Agreement, the obligations of Owner under this Section 6 shall terminate upon repayment of the Development Loan and the satisfaction of the obligations of the Owner under the Note.

## **7. REPLACEMENT RESERVE.**

Owner has established and will continue to maintain a reserve fund for replacements as required under the senior financing for the Development that has been approved by MassHousing. Owner covenants and agrees that during such time as the provisions of Section 6 of this Agreement shall be in effect, Owner shall not request for such replacement reserve deposits to be increased beyond an amount necessary to satisfy the reasonably anticipated capital needs of the Development. MassHousing may request Owner to provide supporting information to MassHousing to demonstrate that any such replacement reserve increases are reasonable and required to support the anticipated capital needs of the Development.

## **8. MANAGEMENT OF THE DEVELOPMENT.**

- (a) Owner will maintain the Development in good physical and financial condition in accordance with the requirements and standards of MassHousing. Owner will provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multifamily rental housing.

- (b) Owner will ensure that any management agreement for the Development contains the following provision: "This Management Agreement is subject to termination by MassHousing, upon ninety (90) days' written notice to Owner, if (1) the management agent fails to use its reasonable best efforts to rent the Lower Income Units to Low-Income Persons and Families (as set forth in the MassHousing Regulatory Agreement and Disposition Agreement, and in accordance with the procedures set forth in the Tenant Selection Plan), or (2) the Development is not kept in a decent, safe and sanitary condition, unless (in either instance) before the expiration of such 90-day period, the Owner demonstrates that the problems identified in MassHousing's notice have been cured. MassHousing is an intended third-party beneficiary of this provision and shall be entitled to enforce it at law or in equity."

**9. ANNUAL FINANCIAL REPORT.** Owner shall provide MassHousing each fiscal year with a copy of its audited financial statements relating to the Development, in such form as is reasonably acceptable to MassHousing. Owner will supplement the annual financial statement that is provided to MassHousing with simultaneous submission to MassHousing of the following: (a) an audited report of the calculation of the amount available for Distribution under Section 6 above, and (b) Owner's written approval of the annual financial statement submitted to MassHousing and of the supplemental report required under this Section 9, such approvals to be provided in a form reasonably required by MassHousing.

Notwithstanding any other provision to the contrary in this Agreement, the obligations of Owner under this Section 9 shall terminate upon repayment of the Development Loan and the satisfaction of the obligations of the Owner under the Note.

**10. REQUIRED DATA COLLECTION INFORMATION.** In compliance with regulations promulgated by the Department of Housing and Community Development ("DHCD") pursuant to Chapter 334 of the Acts of 2006, as the same may be amended from time to time (familarly known as the "Assisted Housing Data Collection Act"), and all applicable DHCD guidelines and directives with respect thereto, as the same may be amended from time to time, Owner will submit to DHCD annually, in the format and by the applicable deadline reflected therein, all data relating to the Development required to be reported to DHCD thereunder.

**11. NO DISCRIMINATION.**

- (a) There shall be no discrimination upon the basis of race, color, religion, sex, national origin, genetic information, ancestry, sexual orientation, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and

management of the Development. If Owner has entered into an Equal Opportunity Contract for Occupancy and Minority Business Development with MassHousing, Owner and its management company shall comply with Owner's obligations under such contract.

- (b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, genetic information, ancestry, sexual orientation, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability, and providing for nondiscrimination and equal opportunity in housing. Failure or refusal to comply with any such provisions shall be a proper basis for MassHousing to take any corrective action it may deem necessary.
- (c) Owner will take reasonable steps to ensure that persons with limited English proficiency have meaningful access to the Development's programs and services (including application for occupancy). In furtherance of this requirement, Owner will develop and maintain a Language Access Plan in accordance with HUD guidelines ("Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons," published at 72 Fed. Reg. 2732 (January 22, 2007), as the same may be supplemented, amended or otherwise modified from time to time).
- (d) Owner has modified, or will modify as soon as reasonably practicable, at least one (1) unit to meet the accessible unit standards of the Americans with Disabilities Act and the Massachusetts Architectural Access Board.

**12. NOTICES.** Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, addressed as follows:

If to Owner:                      Millers River LLC  
   c/o Essex Street Management, Inc.  
   362 Green Street  
   Cambridge, MA 02139  
   Attn: Clerk

with copies by regular mail or hand delivery to:

Cambridge Housing Authority  
362 Green Street



Cambridge, MA 02139  
Attn: General Counsel

and to:

Nolan Sheehan Patten LLP  
101 Federal Street, 18<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Attn: Hannah L. Kilson, Esq.

with a copy to Owner's Investor Member:

Wells Fargo Affordable Housing Community Development  
Corporation  
MAC D1053-170  
301 S. College Street, 17<sup>th</sup> Floor  
Charlotte, NC 28288  
Attn: Director of Tax Credit Asset Management

If to MassHousing: Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, Massachusetts 02108  
Attention: General Counsel

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

**13. DMH/DDS.** Owner will set aside three percent (3%) of all subsidized units, pro-rated among low-income and moderate units as applicable, for residents referred by the Department of Mental Health (DMH) and/or the Department of Developmental Services (DDS) according to the Interagency Agreement on Massachusetts Housing Finance Agency Set-Asides (Parity Agreement) between DMH and DDS. All such referrals must pass the usual management screening and comply with any eligibility requirements under the Tenant Selection Plan approved for the Development by MassHousing. In return, DMH and DDS have agreed to offer any services necessary to maintain acceptable tenancies and to offer alternative housing should such tenancies fail, as more specifically set forth in the

MassHousing/DMH/DDS/EOHHS Set-Aside Agreement. Should MassHousing determine that DMH or DDS has failed to meet its obligations, MassHousing will suspend or terminate the obligations imposed with respect to the Development under this Section 13. Notwithstanding any other provision to the contrary in this Agreement, the obligations of Owner under this Section 13 shall terminate upon repayment of the Development Loan and the satisfaction of the obligations of the Owner under the Note.

**14. TERM.** This Agreement shall become effective upon its execution and delivery. This Agreement shall remain in full force and effect for a term and period equal to the Qualified Development Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Tax-Exempt Obligations, the Development Loan and the satisfaction of the obligations of the Owner under the Note. The terms of this Agreement to the contrary notwithstanding, this Agreement, and all and several of the terms hereof, may be terminated by the Agency, in its sole discretion, and be of no further force and effect in the event of: (i) (a) a foreclosure by or on behalf of the Agency, or the delivery of a deed in lieu of foreclosure, pursuant to which the Agency, or a purchaser or transferee pursuant to such foreclosure, shall take possession of the Development; or (b) involuntary noncompliance with the provisions of this Agreement caused by fire, seizure, or requisition, or change in a Federal law or an action of a federal agency after the date hereof which prevents the enforcement of the provisions hereof, or condemnation; and (ii) the payment in full and retirement of the Tax-Exempt Obligations within a reasonable period thereafter; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Owner or any "related person" (within the meaning of Section 103(b) of the Code) obtains an ownership interest in the Development for federal income tax purposes. Upon the termination of this Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof, provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Agreement in accordance with its terms.

**15. BURDEN AND BENEFIT.**

- (a) The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Development Site for the Qualified Development Period in that the Owner's legal interest in the Development is rendered less valuable thereby.
- (b) The Agency and the Owner hereby declare their understanding and intent that the covenants, reservations and restrictions set forth herein directly benefit the Development Site for the Qualified Development Period: (i) by enhancing and increasing the enjoyment and use of the Development by certain Lower Income Tenants; (ii) by making possible the obtaining of advantageous financing for the

Development; and (iii) by furthering the public purposes for which the Tax-Exempt Obligations were issued.

**16. UNIFORMITY; COMMON PLAN.**

The covenants, reservations and restrictions hereof shall apply uniformly to the entire Development in order to establish and carry out a common plan for the use, development and improvement of the Development Site.

**17. ENFORCEMENT.**

(a) If an Event of Default pursuant to this Agreement remains uncured for a period of thirty (30) days after written notice thereof is given by the Agency to the Owner; then the Agency on its own behalf, may take any one or more of the following steps:

- (i) By mandamus or other suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Agreement, or enjoin any acts or things which may be unlawful or in violation of the rights of the Agency hereunder.
- (ii) Have access to, and inspect, examine and make copies of all of the books and records of the Owner pertaining to the Development.
- (iii) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Owner under this Agreement.

As MassHousing has required Owner to enter into this Agreement due to MassHousing's public purpose of providing affordable housing, Owner agrees that specific performance is an appropriate remedy for violations of this Agreement and Owner agrees and stipulates that any violation of this Agreement will cause irreparable harm to MassHousing for which a remedy at law, including damages, shall not be adequate, such that MassHousing shall be entitled to injunctive relief without having to post a bond.

(b) In addition to the remedies set forth above, the Agency shall also be entitled in connection with an Event of Default on the part of the Owner with respect to any of the requirements of Section 4 hereof, to cause the Owner to pay to the Agency an amount equal to: (i) all rents received by the Owner with respect to the Lower Income Units in excess of the maximum rent the Owner is entitled to recover from Lower Income Tenants under Section 4(a) hereof; and (ii) all rents received by the Owner with respect to the Lower Income Units if and to the extent such units are knowingly or negligently rented to persons who do not qualify as Lower Income Tenants.

- (c) Additionally, in order to cause the Development to meet the requirements with respect to Lower Income Tenants set forth in Section 4 above, the Owner hereby grants to the Agency, as an additional remedy to those set forth above in connection with an Event of Default on the part of the Owner with respect to any of the requirements of Section 4 hereof which remains uncured for a period of thirty (30) days, the option, until the expiration of the Qualified Development Period and the cure of such Event of Default, to lease from time to time up to 114 of the units in the Development for a rental of \$1.00 per unit per year for the purposes of subleasing such units to Lower Income Tenants. Any rents paid under any such sublease shall be paid to the Owner after the Agency has been reimbursed for any expenses reasonably incurred in connection with such sublease.
- (d) No breach of this Agreement will defeat, render invalid or impair the lien of the Mortgage or Note.

#### **18. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State except to the extent such laws conflict with the laws of the United States.

#### **19. LIMITED LIABILITY.**

This Agreement incorporates by reference the limited recourse provisions contained in the Mortgage.

#### **20. CONSIDERATION.**

The Agency has issued the Tax-Exempt Obligations to obtain monies to provide financing for the Development. In consideration of the issuance of the Tax-Exempt Obligations by the Agency, the Owner has entered into this Agreement and has agreed to restrict the uses to which the Development can be put for the term hereof.

#### **21. RELIANCE.**

The Agency and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by the Agency, the Owner and the Noteholders. In performing its duties and obligations hereunder, the Agency may rely upon statements and certificates of the Owner and Lower Income Tenants, and upon audits of the books and records of the Owner pertaining to occupancy and rental of the Development. In addition, the Agency and the Owner may consult with Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Agency or the Owner hereunder in good faith and in conformity with such opinion. In determining whether any default or lack of compliance by the Owner exists under this Agreement, the Agency shall not be required to conduct any investigation into or review of the operations or records of the Owner and may rely solely on any notice or certificate delivered to the Agency by the Owner with respect to the occurrence or absence of a default.

## **22. SALE OR TRANSFER OF THE DEVELOPMENT.**

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Development or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the Agency, which consent shall not unreasonably be withheld, conditioned or delayed upon: (i) receipt by the Agency of reasonable evidence satisfactory to the Agency that the Owner's purchaser or transferee has assumed in writing and in full, and is reasonably capable of performing and complying with, the Owner's duties and obligations under this Agreement; (ii) receipt by the Agency of an opinion of counsel of the transferee that the transferee has duly assumed the obligations of the Owner under this Agreement and that such obligations and this Agreement are legal, valid and binding obligations of the transferee; (iii) receipt by the Agency of a certificate of an Owner Representative to the effect that no default has occurred and is continuing under this Agreement; (iv) evidence that all fees due the Agency under the Mortgage and/or Note are current or that satisfactory provision for payment of such fees has been made; and (v) receipt by the Agency of an opinion of Bond Counsel that such purchase or transfer will not cause interest on the Tax-Exempt Obligations to become includable in gross income for federal income tax purposes. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Development in violation of this section shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Agreement. Nothing contained in this section shall affect any provision of the Mortgage and/or Note or any other document or instrument between the Owner and the Agency that requires the Owner to obtain the consent of the Agency as a precondition to the sale, transfer or other disposition of the Development or that gives the Agency the right to accelerate the maturity of the Development Loan, or to take some other similar action with respect to the Development Loan upon the sale, transfer or other disposition of the Development. Notwithstanding the foregoing, the investor member interest in Owner held by Wells Fargo Affordable Housing Community Development Corporation may be transferred to an affiliate thereof upon notice to Agency and Owner's investor member may remove the managing member of Owner in accordance with the terms of the Amended and Restated Operating Agreement of the Owner dated on or about the date hereof with the consent of the Agency, which shall not be unreasonably withheld, conditioned or delayed, and neither such transfer shall be considered a default under this Section 22.

Notwithstanding anything to the contrary contained herein, a transfer effected in accordance with the Right of First Refusal and Purchase Option Agreement dated as of the date hereof among Owner, Essex Street Management, Inc., CHA RAD I Manager LLC and Wells Fargo Affordable Housing Community Development Corporation shall not require the consent of the Agency.

## **23. INDEMNIFICATION.**

The Owner releases the Agency from, and covenants and agrees that the Agency shall not be liable for, and covenants and agrees, to the extent permitted by law, to indemnify

and hold harmless the Agency and its officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with: (i) the Development, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Development or any part thereof; (ii) the issuance and sale, resale or remarketing of any Tax-Exempt Obligations or any certifications or representations made by anyone other than the Agency in connection therewith and the carrying-out of any of the transactions contemplated by the Tax-Exempt Obligations and this Agreement; or (iii) the Funding Lender or Servicer's, if any, exercise or performance of any of their respective rights and obligations under the Funding Agreement and Borrower Loan Agreement, provided that such indemnity shall not be required for damages that result from gross negligence or willful misconduct on the part of the party seeking such indemnity. The Owner further covenants and agrees, to the extent permitted by law, to pay or (at the option of the Agency) to reimburse the Agency and its officers, employees and agents for any and all costs, reasonable attorney's fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, expenses or actions, except to the extent that the same arise out of the gross negligence or willful misconduct of the party claiming such payment or reimbursement. The provisions of this Section shall survive the retirement of the Tax-Exempt Obligations. The Agency shall give notice to the Owner of any claim for indemnification, and the Owner shall have the sole right and duty to assume, and will assume, the defense thereof, with full power to litigate, compromise or settle the same; provided that the Agency shall have the right to review and approve or disapprove any such compromise or settlement, and provided that the Agency shall act reasonably in connection therewith. In addition, the Owner shall pay all reasonable fees and expenses paid or incurred by the Agency in enforcing the provisions hereof.

#### **24. ATTORNEY'S FEES.**

In case any action at law or in equity, including an action for declaratory relief, is brought against the Owner to enforce the provisions of this Agreement, the Owner agrees to pay reasonable attorney's fees and other reasonable expenses incurred by the Agency in connection with such action.

#### **25. MISCELLANEOUS CONTRACT PROVISIONS.**

- (a) This Agreement may not be modified or amended except with the written consent of MassHousing or its successors and assigns and Owner or its successors and assigns.
- (b) Owner warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth in this Agreement and supersede any other requirements in conflict therewith.

- (c) The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
- (d) Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.
- (e) This Agreement may be executed in any number of counterparts, each to be an original, but all of which shall constitute one and the same instrument, and it shall be sufficient if any party hereto signs any such counterpart, so long as each of the parties hereto executes at least one such counterpart.

## **26. COMPREHENSIVE PERMIT.**

Rider A containing the requirements relating to the Comprehensive Permit (as such term is defined in such Rider) attached hereto shall constitute a part of this Agreement, and the agreements contained therein shall be in addition to and not in derogation of any other terms and conditions contained herein and shall continue in full force and effect for the duration of the Development Loan and the Mortgage and while any amounts payable pursuant to the Development Loan remain outstanding and unpaid.

*[Remainder of page intentionally left blank. Signature pages follow.]*

**OWNER SIGNATURE PAGE TO REGULATORY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Regulatory Agreement as an instrument under seal as of the date set forth above.

OWNER:  
MILLERS RIVER LLC, a Massachusetts limited liability company

By: Margaret Donnelly Moran  
Name: Margaret Donnelly Moran  
Title: Authorized Signatory

**COMMONWEALTH OF MASSACHUSETTS**


County of Suffolk, ss.

On this 21 day of December, 2018, before me, the undersigned notary public, Margaret Donnelly Moran personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or  identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as Authorized Signatory of Millers River LLC, a Massachusetts limited liability company, as the voluntary act of Millers River LLC.

[Signature]  
Notary Public  
My Commission Expires:

**Attachments:**

- Exhibit A – Legal Description
- Exhibit B – Certificate of Continuing Program Compliance
- Exhibit C – Designation of Lower Income Units
- Rider A – Comprehensive Permit Requirements

 **VENETIA KATHERINE CORSON**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 7, 2024



**MASSHOUSING SIGNATURE PAGE TO REGULATORY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Regulatory Agreement as an instrument under seal as of the date set forth above.

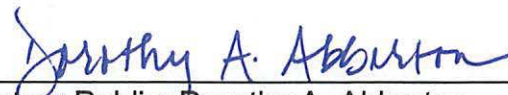
**MASSHOUSING:  
MASSACHUSETTS HOUSING FINANCE AGENCY**

By:   
Carol McIver, Acting General Counsel

**COMMONWEALTH OF MASSACHUSETTS**

County of Suffolk, ss.

On this 20th day of December, 2018, before me, the undersigned notary public, Carol McIver personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or [X] identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as Acting General Counsel of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended, as the voluntary act of the Massachusetts Housing Finance Agency.

  
Notary Public: Dorothy A. Abberton  
My Commission Expires: June 22, 2023

**Attachments:**

- Exhibit A – Legal Description
- Exhibit B – Certificate of Continuing Program Compliance
- Exhibit C – Designation of Lower Income Units
- Rider A – Comprehensive Permit Requirements



## **EXHIBIT A**

### **UNIT A and UNIT B Legal Description**

Unit A and Unit B of the Millers River Leasehold Condominium established by Master Deed dated December \_\_, 2018 and recorded with the Middlesex South District Registry of Deeds in Book \_\_\_\_, Page \_\_, together with (i) said Units' interest in the common area and facilities of said Condominium and (ii) the appurtenant easements benefitting each of said Units, all as more particularly set forth in said Master Deed.

A leasehold estate in the following described parcel of land is referenced in said Master Deed:

A certain parcel of land 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, four 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 feet.              |

EXHIBIT B

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

*[To be filed annually with respect to any revisions]*

On \_\_\_\_\_, 20\_\_, the undersigned, having borrowed certain funds through the Massachusetts Housing Finance Agency for the purpose of acquiring, rehabilitating or constructing a multifamily housing development, does hereby certify that such multifamily housing development is in continuing compliance with the MassHousing Regulatory Agreement executed by the undersigned and that to the knowledge of the undersigned, no default exists under said Agreement. Specifically, it hereby is confirmed that each Lower Income Tenant currently residing in a unit in such housing development has completed a Certificate of Tenant Eligibility and Income Verification in the form approved by the Massachusetts Housing Finance Agency and that since commencement of the Qualified Development Period, at least **forty percent (40%)** of the occupied units in the Development have been rented to (or are vacant and last occupied by) Lower Income Tenants, at Affordable Rents (each of the foregoing capitalized terms having the meaning assigned in said Agreement), and that the following is the occupancy of such Units as of this date:

Occupied by Lower Income Tenants:

\_\_\_\_\_% Number of Units \_\_\_\_\_

Previously occupied by Lower Income Tenants and held vacant for occupancy by Lower Income Tenants:

\_\_\_\_\_% Number of Units \_\_\_\_\_

\_\_\_\_\_% Total Affordable Units \_\_\_\_\_

OWNER:

MILLERS RIVER LLC,  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name: Margaret Donnelly Moran  
Title: Authorized Signatory

EXHIBIT C

DESIGNATION OF LOWER INCOME UNITS

*To be filed not later than the date of this Agreement, on an annual basis thereafter, with respect to any revisions, and as requested by the Agency.*

The following dwelling units are hereby designated as Lower Income Units:

***[Identify Specific Unit #s]***

Total Number of Units in the Development \_\_\_\_\_

Total Units occupied to Date \_\_\_\_\_

Total Units occupied by  
Lower Income Tenants \_\_\_\_\_

Total Units previously occupied by  
Lower Income Tenants and available  
for rent to Lower Income Tenants \_\_\_\_\_

Certifications of Tenant Eligibility are attached hereto for all new Lower Income Tenants who have moved into such multifamily development since the filing of the last Designation of Lower Income Units. The same are true and correct to the best of the undersigned's knowledge and belief.

OWNER:

MILLERS RIVER LLC,  
a Massachusetts limited liability company

By: \_\_\_\_\_  
Name: Margaret Donnelly Moran  
Title: Authorized Signatory

## RIDER A

### COMPREHENSIVE PERMIT REQUIREMENTS

This Rider is attached to and made a part of the MassHousing Regulatory Agreement (together with this Rider A, the "**Regulatory Agreement**") by and between Millers River LLC ("**Owner**") and the Massachusetts Housing Finance Agency ("**MassHousing**" or the "**Agency**"). This Rider sets forth the Owner's agreements with respect to its obligations relating to the Comprehensive Permit (as defined below). Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given such terms in the Regulatory Agreement.

The Owner and the Agency hereby agree as follows:

#### COMPREHENSIVE PERMIT

1. The Department of Housing and Community Development ("**DHCD**") has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the "**Regulations**") relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the "**Chapter 40B Statute**") and pursuant thereto has issued its Comprehensive Permit Guidelines (as may be amended from time to time, the "**Guidelines**" and, collectively with the Regulations and the Chapter 40B Statute, the "**Comprehensive Permit Rules**"). The Owner received a comprehensive permit (the "**Comprehensive Permit**") issued by the Board of Zoning Appeal of the City of Cambridge (the "**Municipality**") in accordance with the Comprehensive Permit Rules. Said Comprehensive Permit is in the form of an "Amended Decision" with an effective date of August 22, 2018. The Comprehensive Permit was recorded with the Middlesex South Registry of Deeds (the "**Registry**") in Book 71607, Page 109. The Owner agrees to comply with the terms of its Comprehensive Permit and the applicable provisions of the Comprehensive Permit Rules.

2. In accordance with the Comprehensive Permit Rules, not less than twenty five percent (25%) of the two hundred eighty-five (285) rental units of the Development, or a total of seventy-two (72) units (the "**Affordable Units**" or "**Restricted Units**"), will be rented to households earning no more than 80% of area median household income (the subject households collectively referred to herein as "**Low-Income Persons**" or "**Low-Income Persons or Families**"), as determined by the U.S. Department of Housing and Urban Development (HUD) for the Boston-Cambridge-Quincy Metropolitan Statistical Area, such that said 285 units will count toward the Municipality's affordable housing stock on the Subsidized Housing Inventory (SHI) maintained by DHCD.

3. Except to the extent permitted by the Comprehensive Permit, as it may be amended pursuant to the Comprehensive Permit Rules, the Owner shall not change the type or number of Affordable Units without prior written approval of the Agency and an amendment to the Regulatory Agreement. Except to the extent permitted by applicable zoning requirements then in effect, the Owner shall not permit the use of the dwelling

accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

4. Upon repayment of the Mortgage Note and termination of this Regulatory Agreement, the Owner and MassHousing shall cooperate in good faith to draft and record a replacement Regulatory Agreement that satisfies the Comprehensive Permit Rules, provided that MassHousing may elect not to serve as Subsidizing Agency for the Development.

5. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Development and the terms of this Regulatory Agreement, the terms of this Regulatory Agreement shall control.

### CONSTRUCTION OBLIGATIONS

6.(a) The Owner agrees to rehabilitate the Development in accordance with plans and specifications approved by the Agency and the Municipality (the "Plans and Specifications") and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Development presented by the Owner to the Agency in its application for Final Approval. All Affordable Units to be rehabilitated as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Agency may deem reasonably necessary. In furtherance thereof, the Owner shall provide to the Agency evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

### RENTALS AND RENTS

7.(a) The Owner shall rent the Affordable Units within the Development during the term hereof to Low-Income Persons upon the terms and conditions set forth in the

Comprehensive Permit and the Regulatory Agreement. In fulfilling the foregoing requirement, Owner will accept referrals of tenants from the Public Housing Authority in the city or town in which the Development is located, and will not unreasonably refuse occupancy to any prospective tenants so referred. The foregoing provisions shall not relieve Owner of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including but not limited to tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI (or such other percentage of AMI established by DHCD for Comprehensive Permit Projects In Which Funding Is Provided By Other Than a State Agency), adjusted for household size, assuming that an Affordable Unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in the Regulatory Agreement.

(c) For purposes of satisfying the requirement that the Affordable Units shall be occupied by Low Income Tenants hereunder, no Low Income Tenant shall be denied continued occupancy because, after admission, the Low Income Tenant's Annual Income exceeds eighty percent (80%) of Area Median Income. No Low Income Tenant shall continue to be counted as a Low Income Tenant as of any date upon which such tenant's Annual Income exceeds one hundred forty percent (140%) of the level at which a tenant may be qualified as a Low Income Tenant provided, however, that the Owner shall not be in default regarding the requirements of this Agreement to maintain occupancy of the Affordable Units by Low Income Tenants if the Owner rents the next available unit or units of comparable or smaller size to Low Income Tenants as needed to achieve compliance with such requirements (thereupon, as rented to a Low Income Tenant, such unit or units shall be deemed an Affordable Unit hereunder). Other than as provided above, any unit shall retain its character as an Affordable Unit occupied by a Low Income Tenant until it is reoccupied, at which time whether or not such unit is occupied by a Low Income Tenant shall be redetermined under the rules set forth in this Section 2, except that no reoccupancy of an Affordable Unit for a temporary period not to exceed thirty-one (31) days shall be taken into account for this purpose.

(d) If, after initial occupancy, the Annual Income of a Low Income Tenant increases and, as a result of such increase, exceeds eighty percent (80%) of Area Median Income but is less than one hundred forty percent (140%) of Area Median Income for such a Low Income Tenant, at the expiration of the applicable lease term, such tenant's rent may be increased to the higher of the total rental that may be required under any applicable Housing Subsidy Program (including both the tenant share and the subsidized portion) or thirty percent (30%) of such tenant's Annual Income. In the event that a Low Income Tenant's Annual Income increases and, as a result of such increase, exceeds

one hundred forty percent (140%) of Area Median Income, the Owner may charge the formerly Low Income Tenant a market rate for the dwelling unit.

(e) Owner shall obtain income certifications satisfactory in form and manner to the Agency at least every twelve (12) months for all tenants who are Low-Income Persons or Families ("Low Income Tenants"), or more frequently if required by any applicable Housing Subsidy Program. Said income certifications shall be kept by the Management Agent and made available to the Agency upon request.

(f) The Owner shall submit an Affirmative Fair Housing Marketing Plan (also known as an "AFHM Plan") for the Agency's approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time. MassHousing hereby agrees that the AFHM Plan provisions of the Administrative Plan prepared by Owner and as has been approved by MassHousing, as it may be modified with the further approval of MassHousing, will apply instead of an AFHM Plan. Owner's approved Administrative Plan is incorporated herein by reference with the same force and effect as if set out in full in this Rider.

(g) The AFHM Plan shall designate entities to implement the plan that are qualified to perform their duties. The Agency may require that another entity be found if the Agency finds that the entity designated by the Owner is not qualified. Moreover, the Agency may require the removal of an entity responsible for a duty under the AFHM Plan if that entity does not meet its obligations under the AFHM Plan.

#### FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

8. At the request of the Agency, Owner shall furnish quarterly financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development.

#### CONSTRUCTION AND FINAL COST CERTIFICATION

9. The Owner shall provide to the Agency evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications. Upon Substantial Completion, the Owner shall provide the Agency with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Agency.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.



10. Within ninety (90) days after Substantial Completion, the Owner shall provide the Agency with its Cost Certification for the Development. The Agency may allow additional time for submission of the Cost Certification if significant issues are determined to exist which prevent the timely submission of the Cost Certification, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Certification within ninety (90) days of written notice to the Owner.

For the purposes hereof the term "Cost Certification" shall mean the Owner's documentation which will enable determination by the Agency of the aggregate amount of all Allowable Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Owner to date, all in the format provided in the Agency's Cost Examination Program, which Cost Certification must be examined (the "Cost Examination") in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner's certificate, executed by the Owner under pains and penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. "Allowable Development Costs" shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

11. Payment of fees and profits from capital sources for the initial development of the Development to the Owner's related party consultants, partners and legal or beneficial owners of the Development shall be limited to no more than ten percent (10%) of Total Development Costs (as defined below and as determined by the Agency), net of (i) such fees and profits, and (ii) any working capital or reserves intended for operation of the Development and approved by the Agency. Such ten percent (10%) shall not include fees or profits paid to any party, whether or not related to the Owner, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Owner shall comply with the requirements of Sections 10 above regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8)(e), in the event that the Agency determines, following examination of the Cost Certification submitted by the Owner pursuant to Section 10 above, that amounts were paid or distributed by the Borrower in excess of the above limitations (the "Excess Distributions"), the Owner shall pay over in full such Excess Distributions to the Agency within fifteen (15) business days of notice and demand given by the Agency as provided herein.

For the purposes hereof, the term "Total Development Costs" shall mean the total of all costs associated with acquisition, construction (including construction contingency), and general development (such as architectural, engineering, legal, and financing fees, insurance, real estate taxes and loan interest) for the Development. Total Development Costs include (i) developer overhead and developer fees, and (ii) any capitalized reserves intended for operation of the Development and approved by the Agency as being

specifically excluded from the calculation of fees and profits payable from capital sources for the initial development of the Development.

12. In order to ensure that the Owner shall complete the Cost Certification as and when required by Section 10 hereof and, if applicable, pay any Excess Distributions to the Agency, the Owner has provided the Agency with adequate financial surety (the "Surety") provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by the Agency. If the Agency shall determine that the Owner has failed in its obligation to provide Cost Certification as and when described above or to pay over to the Agency any Excess Distributions, the Agency may draw on such Surety in order to pay the costs of completing Cost Certification and/or paying such Excess Distribution amounts due plus reasonable attorneys' fees and collections costs.

## REGULATORY AND USE AGREEMENT

[Rental]

### ***For Comprehensive Permit Projects in Which Funding is Provided By Other Than a State Agency***

This Regulatory and Use Agreement (this “Agreement”) is made this <sup>7<sup>th</sup></sup>24 day of December, 2018, by and between the Massachusetts Housing Finance Agency acting as Subsidizing Agency (the “Subsidizing Agency”), as defined under the provisions of 760 CMR 56.02, on behalf of the Department of Housing and Community Development (“DHCD”), and Millers River Holding, LLC, a Massachusetts limited liability company having a mailing address at 362 Green Street, Cambridge, MA 02139 and its successors and assigns (the “Developer”).

### **RECITALS**

WHEREAS, the Developer intends to rehabilitate a housing development known as Millers River Apartments at a 1.66-acre site located at 15 Lambert Street in the City of Cambridge, Massachusetts (the “Municipality”), more particularly described in Exhibit A attached hereto and made a part hereof (the “Development”); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as may be amended from time to time, the “Regulations”) relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as may be amended from time to time, the “Act”) and pursuant thereto has issued its Comprehensive Permit Guidelines (as may be amended from time to time, the “Guidelines” and, collectively with the Regulations and the Act, the “Comprehensive Permit Rules”);

WHEREAS, the Development is being subsidized by a project-based voucher (PBV) Housing Assistance Payment (HAP) contract with the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Massachusetts Housing Finance Agency will serve as Subsidizing Agency on behalf of DHCD pursuant to the Comprehensive Permit Rules and in accordance with the terms and provisions hereof; and

WHEREAS, the Developer has received a comprehensive permit (the “Comprehensive Permit”) from the Zoning Board of Appeals of the Municipality in accordance with the Act, which permit is recorded at the Middlesex South Registry of Deeds (“Registry”) in Book 71607, Page 109; and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development is to consist of a total of 15 rental units, of which a minimum of 25 percent (4 units) (the “Affordable Units”) will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, the parties intend that this Agreement shall serve as a “Use Restriction” as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference is only applicable at initial rent-up and cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units and may offer valuable services in administration, monitoring and enforcement.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidizing Agency and the Developer hereby agree as follows:

## **DEFINITIONS**

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Act shall have the meaning given such term in the Recitals hereof.

Adjusted Family Income shall mean the anticipated annual income of a person (together with the anticipated annual income of all persons who intend to reside with such person in one residential unit), as calculated in a manner consistent with determinations of lower income families under Section 8 of the United States Housing Act of 1937 (or, if such program is terminated, with such program as is in effect immediately before such termination). Determinations of income shall include adjustments for family size, and Section 7872(g) of the Code shall not apply to such determinations. MassHousing has determined that for Millers River Apartments annual income of a person shall be calculated in accordance with the program requirements under Section 8 of the United States Housing Act of 1937, as affected by the Move to Work Agreement between Cambridge Housing Authority and the U.S. Department of Housing and Urban Development.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto that may be approved by the Subsidizing Agency, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 20 hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5.609 (or any successor regulations).

Area shall mean the Boston-Cambridge-Quincy Metropolitan Statistical Area (MSA) [or HUD Metro FMR Area (HMFA)] as designated by the Department of Housing and Urban Development (“HUD”).

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Annual Financial Report shall mean an annual report to be submitted by the Developer on a form prescribed by the Subsiding Agency, pursuant to Section 12 hereof.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Cost Certification shall have the meaning given such term in Section 20 hereof.

Developer Parties shall have the meaning given such term in Section 7(a) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues: All rental income, receipts and other revenue derived from the operation of the Development other than revenues derived from any sales, financing, or other capital transaction, and not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer.

Distribution Payments shall have the meaning given such term in Section 7(a) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement or any mortgage existing after the expiration of any applicable notice and cure periods.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Fiscal Year: The fiscal year of the Developer ending December 31.

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development.

HUD shall mean the United States Department of Housing and Urban Development.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed eighty percent (80%) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit or any applicable Housing Subsidy Program.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Internal Revenue Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Internal Revenue Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto which may be approved by the Subsidizing Agency.

Substantial Completion shall have the meaning given such term in Section 19 hereof.

Term shall have the meaning set forth in Section 21 hereof.

## **CONSTRUCTION OBLIGATIONS**

2. (a) The Developer agrees to rehabilitate the Development in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the “Plans and Specifications”), which are consistent with the minimum design and construction standards of the Subsidizing Agency applicable to comprehensive permit projects in accordance with the Comprehensive Permit Guidelines, and in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Development presented by the Developer to the Subsidizing Agency in its application for Final Approval. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Developer shall provide to the Subsidizing

Agency, prior to commencement of construction, a certification from the Construction Monitor concerning construction monitoring in a form acceptable to the Subsidizing Agency. If the information provided to the Subsidizing Agency is not acceptable to the Subsidizing Agency, the Subsidizing Agency may require that the Developer fund the cost of a construction monitor retained by the Subsidizing Agency.

### **USE RESTRICTION/RENTALS AND RENTS**

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, the Developer will accept referrals of tenants from the Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve the Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including but not limited to tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of eighty percent (80%) of AMI (or such other higher percentage of AMI established by DHCD for Comprehensive Permit Projects In Which Funding Is Provided By Other Than a State Agency), adjusted for household size, assuming that an Affordable Unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) For purposes of satisfying the requirement that the Affordable Units shall be occupied by Low or Moderate Income Tenants hereunder, no Low or Moderate Income Tenant shall be denied continued occupancy because, after admission, the Low Moderate Income Tenant's Annual Income exceeds eighty percent (80%) of Area Median Income. No Low or Moderate Income Tenant shall continue to be counted as a Low or Moderate Income Tenant as of any date upon which such tenant's Annual Income exceeds one hundred forty percent (140%) of the level at which a tenant may be qualified as a Low or Moderate Income Tenant provided, however, that the Developer shall not be in default regarding the requirements of this Agreement to maintain occupancy of the Affordable Units by Low or Moderate Income Tenants if the Developer rents the next available unit to Low or Moderate Income Tenants as needed to achieve compliance with such requirements (thereupon, as rented to a Low or Moderate Income Tenant, such unit or units shall be deemed an Affordable Unit hereunder).

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant. In the event that a Low or Moderate-Income Tenant's Annual Income increases and, as a result of such increase, exceeds one hundred forty percent (140%) of Area Median Income, the Developer may charge the formerly Low or Moderate-Income Tenant a market rate for the dwelling unit.

(e) Rentals for the Affordable Units shall be initially established as shown on the Rental Schedule attached as Appendix A hereto, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program. The Developer shall annually submit to the Subsidizing Agency a proposed schedule of monthly rents and utility allowances for all Affordable Units in the Development. It is understood that the Subsidizing Agency shall review such schedule with respect to the maximum rents for all the Affordable Units based on the size and required extent of affordability of each Affordable Unit, and shall not take into account the actual incomes of individual tenants in any given Affordable Unit. Rents for the Affordable Units shall not be increased above such maximum monthly rents without the Subsidizing Agency's prior approval of either (i) a specific request by the Developer for a rent increase; or (ii) the next annual schedule of rents and allowances as set forth in the preceding sentence. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by the Developer to all affected tenants.

(f) The Developer shall obtain income certifications satisfactory in form and manner to the Subsidizing Agency at least annually for all Low or Moderate-Income Tenants. Said income certifications shall be kept by the management agent for the Development and made available to the Subsidizing Agency upon request.

(g) Prior to initial lease-up, the Developer shall submit an Affirmative Fair Housing Marketing and Tenant Selection Plan (also known as an "AFHMP") for the Subsidizing Agency's approval. At a minimum the AFHMP shall meet the requirements of the Guidelines, as the same may be amended from time to time. MassHousing hereby agrees that the AFHM and tenant selection provisions of the Administrative Plan for the Federal Housing Choice Voucher Program Part 3 Formerly Public Housing Project-Based Voucher Developments (the "Administrative Plan") prepared by Owner and as has been approved by MassHousing, as it may be modified with the further approval of MassHousing, will apply instead of an AFHMP. Owner's approved Administrative Plan is incorporated herein by reference with the same force and effect as if set out in this Agreement.

(h) The AFHMP shall designate entities to implement the plan that are qualified to perform their duties. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Developer is not qualified. Moreover, the Subsidizing Agency may require the removal of an entity responsible for a duty under the AFHMP if that entity does not meet its obligations under the AFHMP.

(i) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which



has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as the Subsidizing Agency shall require.

## **TENANT SELECTION AND OCCUPANCY**

4. The Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and AFHMP (the tenant selection and AFHM provisions of the Administrative Plan) which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

The Owner will not give or allow preference to any particular class or group in renting the dwelling units in the Development, except to the extent that dwelling units are required to be leased or rented to Lower Income Tenants, or as otherwise provided in the tenant selection plan approved by the Agency it being acknowledged and agreed that if the Project qualifies as housing for the elderly and/or disabled under applicable state and federal laws and regulations, occupancy may, subject always to the foregoing restriction regarding Lower Income Tenants, be further restricted to elderly and/or disabled persons in accordance with such laws and regulations.

5. Occupancy agreements for Affordable Units will be in a form approved by MassHousing (it being acknowledged that the form of Cambridge Housing Authority Lease 2014 provided by Owner has been approved by MassHousing), subject to any requirements of any applicable housing subsidy program, and, unless otherwise approved by MassHousing, will contain clauses, among others, wherein each adult resident of an Affordable Unit:

- (a) certifies the accuracy of the statements made in the application and income survey;
- (b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from the Developer or the Subsidizing Agency; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and
- (c) agrees that at such time as the Developer or the Subsidizing Agency may direct, he or she will furnish to the Developer certification of then current family income, with such documentation as the Subsidizing Agency shall reasonably require; and agrees to such charges as the Subsidizing Agency has previously approved for any facilities and/or services which may be furnished by the Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

## **EXPIRATION OF RESTRICTIONS - TENANT PROTECTIONS**

6. (a) If, upon the expiration of the Term hereof, the affordability requirements under the Comprehensive Permit shall expire, the Developer shall deliver a written notice to all Low or Moderate or Income Tenants of such expiration (the "Expiration Notice") at the same time that it shall provide such notice to the Subsidizing Agency. The Expiration Notice shall inform all Low or Moderate or Income Tenants of the tenant protections described in this Section 6.

(b) For a period of one year after the date of expiration ("Year 1") (the date of expiration is hereinafter referred to as the "Expiration Date"), the Developer may not increase the rentals payable by any Low or Moderate-Income Tenant on the Expiration Date (a "Protected Low or Moderate-Income Tenant"), except for rental increases which would have been permitted by the terms and provisions of the applicable Housing Subsidy Program if such Expiration Date had not occurred.

(c) For a period of two years after Year 1 ("CPI Index Period"), the rentals for units occupied by Protected Low or Moderate Income Tenants may not be increased more than once annually by the greater of: (i) the consumer price index (applicable to the area in which the Development is located) times the rental rate in effect as of the Expiration Date; or (ii) such higher amount as the Subsidizing Agency shall approve. In no event may the Developer increase rentals for such Affordable Units in excess of any limitations contained in a Housing Subsidy Program which remains in effect after the Expiration Date.

(d) For three (3) years after the CPI Index Period (the "Transition Period"), the Developer shall provide Relocation Assistance, as defined herein, for any Protected Low or Moderate-Income Tenant who voluntarily terminates his or her lease during the Transition Period as a result of rental increases. For the purposes hereof, the term "Relocation Assistance" shall mean reasonable assistance in locating a comparable affordable unit, including the payment of any broker's fees and the payment of reasonable moving expenses within a thirty (30) mile radius of the Development.

(e) Upon expiration, the Developer agrees to continue to use the form of occupancy agreement for all Protected Low or Moderate-Income Tenants until the expiration of the periods described in (b) and (c), above. Thereafter, the Developer may require that all Protected Low or Moderate-Income Tenants enter into the lease form used for tenants in the market-rental units or a lease substantially in the form published by the National Apartment Association, provided that any new occupancy agreement shall provide the Protected Low or Moderate-Income Tenants with the benefits of subsection (d), above.

(f) The provisions of this Section 6 shall survive the termination of any other provisions of this Agreement as a result of expiration until the expiration of the periods described in subsections (b), (c), and (d), above.

(g) Protected Low or Moderate-Income Tenants shall have a right to enforce the protections provided them in this Section 6.

## **USE OF DEVELOPMENT REVENUES**

7. (a) For the purposes hereof, the term “Distribution Payments” shall mean all amounts paid from Development Revenues (herein called “Development Revenues”) which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the “Developer Parties”) as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and who provide such services on an arms-length basis. Distribution Payments may be made only once all currently payable amounts as identified in subsection (e) below are paid and that no such obligations are more than thirty (30) days past due and that there are no outstanding material extraordinary obligations incurred outside the ordinary course of business, even if thirty (30) or less days past due. Except with the prior written authorization of the Subsidizing Agency, Distribution Payments cannot be derived or made from borrowed funds or from the sale of capital assets.

(b) No Distribution Payments may be made when: (i) a default or an Event of Default has occurred and is continuing under this Agreement; (ii) there has been failure to comply with the Subsidizing Agency’s notice of any reasonable requirement for adequate (as determined by the Subsidizing Agency using its reasonable discretion) maintenance of the Development in order to continue to provide decent, good quality and safe affordable housing; or (iii) prior to the expiration of the Term hereof, there is outstanding against all or any part of the Development any lien or security interest.

(c) The Developer shall apply Development Revenues in the following order of priority: (x) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Project’s financing; and (y) payment of or adequate reserve for all reasonable and necessary expenses of the Development as identified below. With respect to the application of Development Revenues as described above, the Developer agrees as follows:

(i) Payment for services, supplies, or materials shall not exceed the amount ordinarily and reasonably paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials furnished;

(ii) Reasonable and necessary expenses which may be payable pursuant to subsection (i), above, shall be directly related to the operation, maintenance or management of the Development; and

(iii) Without the Subsidizing Agency’s prior written consent, the Developer may not assign, transfer, create a security interest in, dispose of, or encumber any Development Revenues.

## **MANAGEMENT OF THE DEVELOPMENT**

8. The Developer shall maintain the Development in good physical condition in accordance with the Subsidizing Agency's requirements and standards and the requirements and standards of the Mortgage and any applicable Housing Subsidy Program. The Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, the Subsidizing Agency has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

### **CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS**

9. Prior to Substantial Completion, the following actions, without limitation, shall be subject to the Subsidizing Agency's prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed):

(a) any change, substitution or withdrawal of any general partner, manager, or agent of the Developer; or

(b) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation;

(c) the sale, conveyance, transfer, ground lease, or exchange of the Developer's interest in the Development or any part of the Development.

Prior to any transfer of ownership of the Development or any portion thereof or a Beneficial Interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

10. After Substantial Completion, Developer shall provide the Subsidizing Agency with thirty (30) days' prior written notice, of any sale, conveyance, transfer, ground lease or exchange of the Developer's interest in the Development or any part of the Development, but no consent shall be required. As in Section 9 above, prior to any transfer of ownership of the Development or any

portion thereof or interest therein, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement.

### **BOOKS AND RECORDS**

11. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Developer's compliance with the requirements of this Agreement shall at all times be kept separate and identifiable from any other business of the Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by DHCD and/or the Subsidizing Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Subsidizing Agency or DHCD. Failure to keep such books and accounts and/or make them available to the Subsidizing Agency or DHCD will be an Event of Default hereunder.

### **ANNUAL FINANCIAL REPORT**

12. (a) Within ninety (90) days following the end of each Fiscal Year of the Development, the Developer shall furnish the Subsidizing Agency with a complete annual financial report for the Development based upon an examination of the books and records of the Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by the Developer in accordance with the reasonable requirements of the Subsidizing Agency which include: (i) financial statements submitted in a format acceptable to the Subsidizing Agency. A duly authorized agent of the Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by the Subsidizing Agency.

(b) Such Annual Financial Report shall be accompanied by a Certificate of Developer (in the form as then reasonably required by the Subsidizing Agency) certifying to the Developer's best knowledge and belief, under the pains and penalties of perjury, as to matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the preparer of the Annual Financial Report, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Annual Financial Report, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Annual Financial Report and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Annual Financial Report and believes that such determination is an appropriate representation of the Development.

(c) The Subsidizing Agency shall have sixty (60) days after the delivery of the Annual Financial Report to accept it, to make its objections in writing to the Developer, or to request from the Developer additional information regarding it. If the Subsidizing Agency does not object to

the Annual Financial Report or request additional information with respect to it, the Annual Financial Report shall have been deemed accepted by the Subsidizing Agency. If the Subsidizing Agency shall request additional information, then the Developer shall provide the Subsidizing Agency with such additional information as promptly as possible and the Subsidizing Agency shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Annual Financial Report. If no such objections are made within such thirty-day (30) period, the Annual Financial Report shall be deemed accepted by the Subsidizing Agency.

To the extent that the Subsidizing Agency shall raise any objections to such Annual Financial Report as provided above, then the Developer and the Subsidizing Agency shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then the Subsidizing Agency may enforce the provisions under this Section 12 by the exercise of any remedies it may have under this Agreement.

### **FINANCIAL STATEMENTS AND OCCUPANCY REPORTS**

13. At the request of the Subsidizing Agency, the Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development. The Developer covenants and agrees to secure and maintain on file for inspection and copying by the Subsidizing Agency such information, reports and certifications as the Subsidizing Agency may reasonably require in writing in order to ensure that the restrictions contained herein are being complied with. The Developer further covenants and agrees to submit to the Subsidizing Agency annually, or more frequently if required in writing by the Subsidizing Agency, reports detailing such facts as the Subsidizing Agency reasonably determines are sufficient to establish compliance with the restrictions contained hereunder, copies of leases for all Affordable Units, and a certification by the Developer that, to the best of its knowledge, the restrictions contained herein are being complied with. The Developer further covenants and agrees promptly to notify the Subsidizing Agency if the Developer discovers noncompliance with any restrictions hereunder.

### **NO CHANGE OF DEVELOPMENT'S USE**

14. Except to the extent permitted by the Comprehensive Permit, as it may be amended pursuant to the Comprehensive Permit Rules, the Developer shall not change the type or number of Affordable Units without prior written approval of the Subsidizing Agency and an amendment to this Agreement. Except to the extent permitted by applicable zoning requirements then in effect, the Developer shall not permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

Notwithstanding the foregoing, in accordance with the provisions of the Master Deed of the Millers River Leasehold Condominium, the 15 dwelling units of the Development may be further rehabilitated and redeveloped as part of any future development of the Property and may be vacated during such rehabilitation and redevelopment, so long as (i) during such vacancy the

Term is tolled and (ii) following such rehabilitation and redevelopment at least fifteen (15) dwelling units continue to be occupied by a person or persons whose household income at the time of initial occupancy of the unit does not exceed 80% AMI.

### **NO DISCRIMINATION**

15. (a) There shall be no discrimination upon the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law in the lease, use, or occupancy of the Development (provided that if the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the construction, operation and management of the Development.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, color, disability, religion, sex, familial status, sexual orientation, national origin, genetic information, ancestry, children, marital status, public assistance reciprocity or any other basis prohibited by law, and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Subsidizing Agency to take any corrective action it may deem necessary including, without limitation, referral to DHCD for enforcement.

### **DEFAULTS; REMEDIES**

16. (a) If any default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of the Subsidizing Agency within thirty (30) days after the giving of notice to the Developer as provided herein, then at the Subsidizing Agency's option, and without further notice, the Subsidizing Agency may either terminate this Agreement, or the Subsidizing Agency may apply to any state or federal court for specific performance of this Agreement, or the Subsidizing Agency may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. No party other than the Subsidizing Agency or its designee shall have the right to enforce the Developer's compliance with the requirements of this Agreement. The thirty (30) day cure period set forth in this paragraph shall be extended for such period of time as may be necessary to cure a default so long as the Developer is diligently prosecuting such a cure.

(b) If the Subsidizing Agency elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof, then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by DHCD for purposes of the Act shall from the date of such termination be determined solely by DHCD rules and regulations then in effect.

(c) In the event the Subsidizing Agency or its designee brings an action to enforce this Agreement, unless the Developer prevails in such action the Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency and/or its designee. In such event, the Subsidizing Agency and/or its designee shall be entitled to seek recovery of its respective fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the Development to secure payment by the Developer of such fees and expenses. The Subsidizing Agency and its designee may perfect a lien on the Development by recording/filing in the Registry one or more certificates setting forth the amount of the costs and expenses due and owing.

(d) The Developer hereby grants to the Subsidizing Agency or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement, or of taking all actions with respect to the Development which the Subsidizing Agency may determine to be necessary or appropriate to prevent, remedy or abate any violation of this Agreement.

### **MONITORING AGENT; SUCCESSOR SUBSIDIZING AGENCY**

17. The Subsidizing Agency intends to monitor the Developer's compliance with the requirements of this Agreement.

18. The Subsidizing Agency shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. The Subsidizing Agency shall notify the Developer and the Municipality in the event the Subsidizing Agency engages a Monitoring Agent, and the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as the Subsidizing Agency under this Agreement, and shall act on behalf of the Subsidizing Agency hereunder, to the extent that the Subsidizing Agency delegates its rights and duties by written agreement with the Monitoring Agent. The Monitoring Agent shall apply and adhere to the applicable standards, guidance and policies of DHCD relating to the administrative responsibilities of subsidizing agencies where available, and otherwise shall apply and adhere to the standards and practices of the Subsidizing Agency where applicable.

### **CONSTRUCTION AND FINAL COST CERTIFICATION**

19. The Developer shall provide to the Subsidizing Agency evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications. Upon Substantial Completion, the Developer shall provide the Subsidizing Agency with a certificate of the architect for the Development in the form of a "Certificate of Substantial Completion" (AIA Form G704) or such other form of completion certificate acceptable to the Subsidizing Agency.

As used herein, the term "Substantial Completion" shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied



and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

20. Within ninety (90) days after Substantial Completion, the Developer shall provide the Subsidizing Agency with its Cost Certification for the Development. The Subsidizing Agency may allow additional time for submission of the Cost Certification if significant issues are determined to exist which prevent the timely submission of the Cost Certification, and may in certain circumstances (such as a halt in construction for a significant period of time) require submission of an interim Cost Certification within ninety (90) days of written notice to the Developer.

For the purposes hereof the term "Cost Certification" shall mean the Developer's documentation which will enable determination by the Subsidizing Agency of the aggregate amount of all Allowable Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of total sources from the Development received by the Developer to date, all in the format provided in the Subsidizing Agency's Cost Examination Program, and (ii) an owner's certificate, executed by the Developer under pains and penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. "Allowable Development Costs" shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

## **TERM**

21. This Agreement shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Subsidizing Agency and its successors and assigns, until the date which is thirty (30) years from the date hereof (the "Term"). Upon expiration of the Term, this Agreement and the rights and obligations of the Subsidizing Agency hereunder shall automatically terminate without the need of either party executing any additional document. The rights and obligations of the Developer and of the Subsidizing Agency under this Agreement shall continue for the Term. Prior to the expiration of the Term, the Developer shall enter into a use agreement with the Municipality, or as otherwise required by the Comprehensive Permit Rules, ensuring that the Development will comply with the continued affordability requirements applicable to the Development.

## **INDEMNIFICATION/LIMITATION ON LIABILITY**

22. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency and any Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Subsidizing Agency or the Monitoring Agent by reason of its relationship to the Development under this Agreement and not involving the Subsidizing Agency or the Monitoring Agent acting in bad faith or with gross negligence.

23. The Subsidizing Agency shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

24. Notwithstanding anything in this Agreement to the contrary, no affiliate and no partner, manager, or member of the Developer or affiliate and no officer, director, shareholder, trustee, member, manager, agent, or employee of the Developer or affiliate or of any partner, manager, or member thereof shall have any personal liability for the payment of any sum of money that is, or may become, payable by the Developer under or pursuant to this Agreement or for the performance of any obligation by the Developer arising pursuant to this Agreement, and the Subsidizing Agency shall look only to the Developer's interest in the Development for such payment or performance.

Nothing herein shall preclude the Subsidizing Agency from asserting such claims as it may have at law or in equity against the Developer for any loss or damage the Subsidizing Agency actually suffers as a result of any of the following:

- (i) a willful breach of the provisions limiting payments or distributions to partners, members, managers, or affiliates as set forth in this Agreement; or
- (ii) intentional fraud committed Developer; or
- (iii) a willful breach of a Developer warranty contained in this Agreement or a false representation of a material fact which was known to be false when made; or
- (iv) a false representation knowingly made that the individual signing this Agreement on behalf of the Developer has legal capacity and is authorized to sign this Agreement on behalf of the entity on whose behalf such individual has signed.

Nothing contained in the provisions of this Section 24 or elsewhere shall limit: (i) the right of the Subsidizing Agency to obtain injunctive relief or to pursue equitable remedies under this Agreement, excluding only any injunctive relief ordering payment of obligations by any person or entity for which personal liability does not otherwise exist; or (ii) the liability of any attorney, law firm, architect, accountant or other professional who or which renders or provides any written opinion or certificate to the Subsidizing Agency in connection with the Development even though such person or entity may be an agent or employee of the Developer or of any partner, manager, or member thereof.

## **CASUALTY**

25. The Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings

in the Development are destroyed, if such destroyed buildings are not restored by the Developer then the Developer shall be required to maintain the same percentage of Affordable Units of the total number of units in the Development.

## **DEVELOPER'S REPRESENTATIONS, COVENANTS AND WARRANTIES**

26. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under, and is qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement or other encumbrances permitted by the Subsidizing Agency).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

## **MISCELLANEOUS CONTRACT PROVISIONS**

28. This Agreement may not be modified or amended except with the written consent of the Subsidizing Agency or its successors and assigns and Developer or its successors and assigns.

29. The Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

30. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

31. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

32. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

33. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of DHCD, the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

#### **NOTICES\**

34. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

Millers River Holding, LLC  
362 Green Street  
Cambridge, MA 02139  
Attn: Clerk

with copies by regular mail or such hand delivery  
[or facsimile transmission] to:

Cambridge Housing Authority  
362 Green Street  
Cambridge, MA 02139  
Attn: General Counsel

and to:

Nolan Sheehan Patten LLP  
101 Federal Street, 18th Floor  
Boston, Massachusetts 02110  
Attn: Hannah L. Kilson, Esq.

If to the Subsidizing Agency:

Massachusetts Housing Finance Agency  
One Beacon Street  
Boston, MA 02108  
Attention: Director of Comprehensive Permit Programs  
Fax: 617-854-1029

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

#### **RECORDING**

35. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Subsidizing Agency and the Monitoring Agent, if any, evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

#### **GOVERNING LAW**

36. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

#### **CONFLICT; PRIORITY OF AGREEMENT**

37. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Development and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is senior to any mortgage encumbering the Development. Furthermore, the Developer understands and agrees that, in the event of foreclosure, the Development will be sold subject to the restrictions imposed hereby. The Developer acknowledges that any discharge or termination of this Agreement shall not affect the validity or enforceability of the Comprehensive Permit or the obligations of the Developer to comply with the provisions thereof.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

**MILLERS RIVER HOLDING LLC, as  
Developer as aforesaid**

By: Margaret Donnelly Moran  
Margaret Donnelly Moran  
Authorized Signatory

**MASSACHUSETTS HOUSING  
FINANCE AGENCY, as Subsidizing  
Agency as aforesaid**

By: Gregory P. Watson  
Gregory P. Watson, AICP  
Manager, Planning and Programs

Attachments:

Exhibit A – Legal Description  
Appendix A – Rent Schedule

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 21 day of December 2018, before me, the undersigned notary public, Margaret Donnelly Moran personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or  identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as Authorized Signatory of Millers River LLC, a Massachusetts limited liability company, as the voluntary act of Millers River LLC.

Notary Public **VENETIA KATHERINE CORSON**  
My Commission Expires: **Notary Public**  
**Commonwealth of Massachusetts**  
**My Commission Expires**  
**June 7, 2024**

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

On this 21 day of December, 2018, before me, the undersigned notary public, Gregory P. Watson personally appeared, proved to me through satisfactory evidence of identification, which was: [ ] at least one current document issued by a federal or state government agency bearing the photographic image of the signatory's face and signature, [ ] the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to me and who personally knows the signatory, or  identification of the signatory based on my personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that [he][she] signed it voluntarily for its stated purpose, as Manager of the Massachusetts Housing Finance Agency, a body politic and corporate organized and operated under the provisions of Chapter 708 of the Acts of 1966 of the Commonwealth of Massachusetts, as amended.

Notary Public  
My Commission Expires: April 10 2020

**JESSICA LYNN MALCOLM**  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
April 10, 2020



## **EXHIBIT A**

### **Legal Description (Unit C-1)**

Unit C-1 of the Millers River Leasehold Condominium established by Master Deed dated December \_\_, 2018 and recorded with the Middlesex South District Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_, together with (i) said Unit's interest in the common area and facilities of said Condominium and (ii) the appurtenant easements benefitting the Unit, all as more particularly set forth in said Master Deed.

A leasehold estate in the following described parcel of land is referenced in said Master Deed:

A certain parcel of land 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, four 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 feet.

**APPENDIX A**

**RENT SCHEDULE (INITIAL)**

<p>Low-Income / Rental Assisted</p>
<p>At or Below 80% of AMI</p>
<p>Rental Assisted</p>

Number of Bedrooms	<b>1 BR</b>
Number of Units	15
Net SF/Unit	577 SF
Elev. (E) / Non-Elev. (N)	E
Applicable Base/Gross Rent:	\$1,795
Per: <u>[Identify<sup>1</sup>]</u> MSA or HMFA	Boston-Cambridge-Quincy
Utility Allowance	\$0
<b>Tenant Rent*</b>	<b>30% of adjusted gross income</b>

\* Tenant Rents are net of utility allowances. The total of tenant rent and utility allowance may not exceed the Applicable Base/Gross Rent.

The following utilities are to be paid by the owner/landlord and included in the rent: *[list all that apply or "none"]*  
 Gas Heat for the High-Rise;  
 Gas Water Heating;  
 Electric Cooking Fuel;  
 Electricity

---

<sup>1</sup> Identify subject income limit area, i.e. Metropolitan Statistical Area (MSA) or HUD Metro FMR Areas (HMFA) – See “Area” definition.

DEVELOPER'S  
ACKNOWLEDGMENT OF OBLIGATIONS  
(as required by 760 CMR 56.04(7)(c))  
[Rental]

*For Comprehensive Permit Projects in Which Funding is Provided  
Through Other than a State Entity*

Cost Examination  
and  
Limitation on Profits and Distribution Requirements

The undersigned, Millers River LLC ("Developer"), in accordance with requirements for Final Approval of Comprehensive Permits found at 760 CMR 56.04(7), hereby acknowledges its commitment and obligation to comply with requirements for cost examination under pains and penalties of perjury, and limitations on profits and distributions, all as found at 760 CMR 56.04(8) and as more particularly set forth in Section 6 of a Regulatory Agreement, and Sections 10 and 11 of its attached 40B Rider, by and between Developer and the Massachusetts Housing Finance Agency acting as Subsidizing Agency as defined under the provisions of 760 CMR 56.02 (the "Subsidizing Agency").

Executed as a sealed instrument this 24<sup>th</sup> day of December, 2018.

[DEVELOPER]

By: Margaret Donnelly Moran

Its: Authorized Signatory



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**CITY OF CAMBRIDGE**  
Community Development Department

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**Iram Farooq**  
Assistant City Manager for  
Community Development

**Sandra Clarke**  
Deputy Director  
Chief of Administration

Date: August 23, 2018

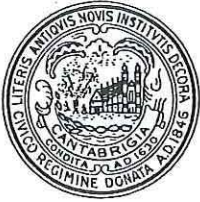
RE: BZA-016906-2018 – 15 Lambert Street (Millers River Housing)

From: Erik Thorkildsen  
Urban Design Planner

To: Inspectional Services

In accord with the Planning Board's July 25, 2018 recommendation to the Board of Zoning Appeal, and with condition 1.a in the Board of Zoning Appeal's memorandum from their hearing on July 26, 2018, CDD staff met on August 22, 2018 with the petitioner to review the project's tree planting and removal plan. Staff appreciates the petitioner's efforts to preserve the site's existing trees, including the preservation of the three trees near the retaining wall at the northeast corner of the site, and to add trees to replace trees that must be removed.

In the meeting, discussion focused on the existing 26" sycamore at the southern end of the proposed Lambert Street drop-off driveway. The petitioner proposes to remove the tree, as it is too close to the driveway. Staff understands that if the driveway was relocated approximately 3' to the north, the tree could be preserved. Staff recommends that this be done.



# City of Cambridge

MASSACHUSETTS

## BOARD OF ZONING APPEAL

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

2018 AUG 22 PM 12: 02

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

### AMENDED DECISION

CASE NO: BZA-016906-2018

LOCATION: 15 Lambert Street Business A/Residence C-3 Zone  
Cambridge, MA

PETITIONER: Cambridge Housing Authority  
C/o Michael Johnston, Executive Director

PETITION: **Comprehensive Permit:** To renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site. Create a new community center addition with roof garden for tenants and a new curb cut on Lambert Street. Reduce vehicle parking and add bicycle parking below ordinance requirements. Allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator. Achieve under 65% phosphorus removal. Use Enterprise Green Communities sustainability standards.

VIOLATIONS: Art. 5.000, Sec. 5.31 (Table of Dimensional Requirements) Art. 6.000, Sec. 6.36.1.G (Vehicle Parking). Sec. 6.107.2 (Bicycle Parking). Sec. 6.43 (Curb Cut). Art. 8.000, Sec. 8.16.060 (Noise Ordinance). Art. 13.000, Sec. 13.16.4.14 (Land Disturbance Regulations). Art. 22.000 (Sustainable Design Standards). Exemption from Proposed Brown petition.

DATE OF PUBLIC NOTICE: July 12 & July 19, 2018

DATE OF PUBLIC HEARING: July 26, 2018

MEMBERS OF THE BOARD:

CONSTANTINE ALEXANDER – CHAIR  
BRENDAN SULLIVAN – VICE-CHAIR  
JANET O. GREEN  
ANDREA A. HICKEY

✓  
✓  
✓  
✓

ASSOCIATE MEMBERS:

SLATER W. ANDERSON  
ALISON HAMMER  
JIM MONTEVERDE  
GEORGE S. BEST  
LAURA WERNICK

✓  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Members of the Board of Zoning Appeal heard testimony and viewed materials submitted regarding the above request for relief from the requirements of the Cambridge Zoning Ordinance. The Board is familiar with the location of the petitioner's property, the layout and other characteristics as well as the surrounding district.

Case No. BZA-016906-2018  
Location: 15 Lambert Street  
Petitioner: Cambridge Affordable Housing Corporation – c/o Michael Johnston

On July 26, 2018, the Petitioner Michael Johnston on behalf of Cambridge Affordable Housing Corporation (“Petitioner”) appeared before the Board of Zoning Appeal with representative Clara Fraden requesting a Comprehensive Permit pursuant to M.G.L. c. 40B (“Chapter 40B”) in order to renovate the existing Millers River Apartments high-rise and add two new units of housing, totaling 300 deeply affordable apartments on site, and to create a new community center addition with roof garden for tenants (the “Project”). As part of the Project, the Petitioner also requested that it be permitted to add two new curb cut to create a driveway on Lambert Street, to reduce vehicle parking and to add bicycle parking below Ordinance requirements, to allow up to 75 dB(A) in lieu of 60 dB(A) for the emergency generator, to achieve under 65% phosphorus removal, and to use Enterprise Green Communities sustainability standards. The Petitioner requested relief from Art. 5, Sec. 5.31, Art. 6, Secs. 6.36.1.G, 6.107.2, 6.43, and Art. 22 of the Cambridge Zoning Ordinance (“Ordinance”) and Chapter 8.16, Sec. 8.16.060 and Chapter 13.16, Sec. 13.16 of the Municipal Code, along with Art. IV, Sec. 14 of the Cambridge Wastewater and Storm Water Drainage Use Regulations. The Petitioner also requested relief from the Douglas Brown, et al. Zoning Amendment Petition. The Petitioner submitted application materials including information about the Project, plans, and photographs.

Ms. Fraden stated the Petitioner is a non-profit corporation. The site is owned by Cambridge Housing Authority (“CHA”) and the Petitioner is controlled by the CHA. The Petitioner’s Board of Directors includes the members of the CHA Board of Commissioners and the CHA Executive Director. The Petitioner controls Miller River Holding, LLC, which is the long-term tenant of the site through a 99-year ground lease with CHA. Ms. Fraden stated that the Project has a preliminary site eligibility letter regarding financing from the Massachusetts Housing Finance Agency. She stated that the proposal would renovate the property, add two units, improve vehicle access, and allow for the construction of a new community center, for which dimensional and parking relief are required. She stated that setback relief is required for the new community center and that there are evolving discussions regarding the lack of setback the proposed building would have on a proposed bike path. She stated that relief is needed from the Noise Control Ordinance, Chapter 8.16 of the Municipal Code, in order to allow for weekly testing of a generator for 20 minutes. She stated that relief is also needed to allow phosphorous emissions above required limits. She stated that the request to waive the Douglas Brown, et al. Zoning Amendment Petition is not proper at this time and is withdrawn.

The Petitioner presented testimony and documentation, which established that:

1. The Petitioner controls the site;
2. The Petitioner is a non-profit corporation;
3. The Petitioner is eligible for government funding;
4. The Project is for affordable housing;
5. There is a need for affordable housing in the City of Cambridge and the region;
6. The Petitioner obtained the required signatures from City agencies.

Members of the public spoke and/or submitted written statements in support of and in opposition to the Project. The Chair read a letter of support from the Planning Board, which requested the ability to continue to work with the petitioner regarding trees and the bike path.

After discussion, the Chair moved that based upon testimony, evidence, and documents presented to the Board, the Board find: that the Petitioner demonstrated that it satisfies the jurisdictional requirements of Chapter 40B; that the Petitioner is a non-profit corporation; that the Petitioner has presented a preliminary Project Eligibility/Site Approval letter from the Massachusetts Housing Finance Agency demonstrating that it is eligible for the financing necessary to proceed with the Project; that it has control of the site; that the Petitioner has submitted to the Board a complete and satisfactory application for a Comprehensive Permit pursuant to M.G.L.C. 40B and 760 CMR 56.00, including preliminary site development plans, preliminary drawings and a list of the required exceptions to local requirements and regulations; that the Petitioner has met all of the jurisdictional requirements of M.G.L.C. 40B and 760 CMR 56.00; that the Petitioner has submitted in the written materials evidence concerning the continued need for affordable housing in the City of Cambridge and in the surrounding region; that, based on the evidence and the Board's knowledge of housing in the City of Cambridge, there continues to be a regional need for affordable housing and a substantial unmet need for affordable housing in the City of Cambridge; that the project would consist of 300 units; that there is no significant health, safety, environmental design, and open space impacts, or adverse impacts on storm drainage, traffic, or other engineering and planning matters that would support denial of the Project or outweigh the local or regional housing need; and that the relief from the specific requirements of local restrictions and regulations requested by the Petitioner is necessary in this circumstance to ensure the creation of affordable housing and to allow for the construction of the Project as proposed.

The Chair moved that based on the above findings, the Board finds that the proposed Project meets the requirement for a Comprehensive Permit under Chapter 40B and grants the comprehensive permit on the following conditions:

1. that final detailed construction plans be submitted to the building inspector to ensure that the final plans are consistent with the preliminary plans submitted by the Petitioner, as initialed by the Chair, and that the Project proposed be in accordance with the recommendations of the Planning Board set forth in a memorandum of July 25, 2018; namely,
  - a. that the Petitioner continue to work with City staff to determine whether additional existing mature trees on the site can be preserved, and to attempt a robust replacement plan for those trees that have been removed, and
  - b. that the Petitioner continue to work with City staff to explore design options that would not prevent the future establishment of the plan Grand Junction pedestrian/bicycle path, which had been a community desire for many years and was an important part of the City's overall strategy to promote walking and bicycling opportunities; and
2. That the Petitioner is allowed to transfer the Comprehensive Permit to Millers River, LLC at the time of construction financing.

The five-member Board voted unanimously in favor of granting the comprehensive permit as conditioned (Alexander, Sullivan, Green, Hickey, and Hammer). Therefore, the comprehensive permit is granted as conditioned.



The Board based the decision upon the above referenced findings and upon the following determinations:

1. That the Petitioner proposes to build low or moderate income housing within the meaning of M.G.L. c.40B, § 21 and that the project is a publicly subsidized housing development;
2. That the proposal and supporting documentation meet the requirements of the Comprehensive Permit Statute, M.G.L. c.40B §§ 20-23; and;
3. That particular respects in which the project fails to comply with provisions of the Zoning Ordinance, do not adversely affect the environment or create a health, safety or planning problem which outweighs the regional and local need for low and moderate income housing in the Cambridge community.



\_\_\_\_\_  
Constantine Alexander, Chair

Attest: A true and correct copy of decision filed with the offices of the City Clerk and Planning Board on 8-22-18 by Maria Spadaro, Clerk.

Twenty days have elapsed since the filing of this decision.

No appeal has been filed \_\_\_\_\_.

Appeal has been filed and dismissed or denied.

Date: \_\_\_\_\_ City Clerk.

Excerpt of BZA Hearing of July 26, 2018 BZA-016906-2018 15 Lambert Street Comprehensive Permit

(Rough-edit file)

(10:00 p.m.)

(Sitting Members Case No. BZA-016906-2018: Constantine Alexander, Brendan Sullivan, Janet Green, Andrea A. Hickey, Alison Hammer.)

CONSTANTINE ALEXANDER: The Chair will call case No. 016906, 15 Lambert Street.

Is there anyone here wishing to be heard on this matter?

While they're setting up, this case is a Comprehensive Permit case which is different, far different than Variances and Special Permits which is what we usually deal with. There are special rules with regard to that, and if anyone in the audience would like me to briefly review them, what the ground rules are, I'd be happy to do that. If not, we can proceed with the case as soon as they're ready to go.

So does anyone want to -- James?

JAMES WILLIAMSON: I would appreciate it.

CONSTANTINE ALEXANDER: Comprehensive Permit is pursuant to a statute adopted by the Commonwealth Section 40B, designed to encourage affordable housing. The state legislator, this was a good number of years ago, became concerned that another, a lot of towns were -- you could not have affordable housing because of the zoning laws. Take Weston, for example, had one acre zoning. You're not going to get much in the way of affordable housing if you've got to comply with one acre zoning.

So the procedure is designed, frankly, to reflect a strong public policy in favor of waiving local restrictions, mainly zoning, where appropriate to facilitate affordable housing. And so, the process goes as follows:

Rather than having the person who wants to construct affordable housing having to get permits from various boards throughout the city, which prolongs the process and increases the expense, there's only one permit, that's us. We solicit, and we have, views of all the other boards who would otherwise be voting on this, and they've expressed their views or in this case, you'll see, no opposition or no concerns. So if we do that, that's No. 1. It's a streamline process.

No. 2, most of the requirements of the zoning and other city rules do not apply to a project that's subject to a Comprehensive Permit. We can put conditions and even turn down a request for a Comprehensive Permit, but it's more difficult per the state for us to do that. But if there are environmental or planning concerns that we consider to be serious, we can deny the Comprehensive Permit.

The last and important thing to note is that when we consider cases before us for Variances and Special Permits, the vote that's required is a super majority. So four of us have to vote in favor of it. Which

means that if two vote against it, the Variance or Special Permit is denied. For a Comprehensive Permit it's a majority vote. So the vote requirement has been lowered. As you can see from what I've just said, there is a -- going back to where I started, there is a policy in favor of approving Comprehensive Permits. But it's not an absolute right. It's not a complete rubber stamp. And we listen to the neighborhood, neighbors, and we try to deal with their concerns to the extent we can deal with them given the way Comprehensive Permits work.

And with that, I think that's it.

BRENDAN SULLIVAN: Well, that the design and --

JANET GREEN: Brendan, can we give you a microphone because there are a couple of people in the back who are trying to hear.

BRENDAN SULLIVAN: Yeah.

The design and the level of detail adds some flexibility.

CONSTANTINE ALEXANDER: Yes. Thank you, thank you, Brendan. We will, usually when we approve say a Variance, petitioner comes in with plans and we -- if we grant the Variance, it's subject to compliance with those plans. And it's locked in.

With a Comprehensive Permit case, given its complex nature of the projects and the process, we only approve preliminary plans. And with the condition that the final plans that have to be signed off by the Inspectional Services Department are consistent with those preliminary plans. It can't be a bait and switch when completely something new comes before us. Again, it's a different process. So as Brendan has asked me to remind you. Is that it?

Okay, you guys ready? And I should say there's certain jurisdictional requirements that we'll touch upon during the presentation that have to be satisfied before we can grant a Comprehensive Permit. You know what they are. Maybe you want to save me time and everybody the time by dealing with them.

JANET GREEN: And let me just say that the whole room is full of people who are interested in this, so be sure you're using the microphones so that everybody can hear you.

CLARA FRADEN: Okay.

JANET GREEN: You can take that out if you want to take it out.

CLARA FRADEN: It's okay. Is this -- does this count as using the microphone? Yes?

CONSTANTINE ALEXANDER: As long as people can hear.

CLARA FRADEN: Okay.

So good evening. My name is Clara Fraden. I work at the Cambridge Housing Authority. I'm the project manager for the revitalization of Millers River Apartments. I'm here tonight with other members of our

team. We have Mike Johnston, the Executive Director of CHA. Sue Cohen, the general counsel of CHA. Margaret Donnelly Moran, the director of Planning and Development. Diana Puideaux-Brune, the Deputy Director of Planning and Development. Hannah Stilson, outside counsel to the CHA. Kerry Dietz of Dietz and Company Architects, the architects on the project. Gary Forst, Pressley Associates landscape architect. And Goran and Garrett from our construction side of the Planning and Development Department.

So we are all here tonight on behalf of the petitioner, the Cambridge Affordable Housing Corporation, which is a Massachusetts non-profit.

CONSTANTINE ALEXANDER: Which is one of the conditions. You've covered that.

CLARA FRADEN: Exactly.

And whose Board includes all directors of the Cambridge Housing Authority -- or includes the directors of the Cambridge Housing Authority.

The Cambridge Affordable Housing Corporation controls Millers River Holding, LLC who is the long-term ground tenant of the property under a 99 year ground lease from the Cambridge Housing Authority.

We are requesting approval tonight of a Comprehensive Permit pursuant to Chapter 40B.

CONSTANTINE ALEXANDER: Another thing you should mention, have you received a written communication that the project is financeable?

CLARA FRADEN: Yes. So we have -- the Massachusetts Financing Agency commonly known as Mass. Housing as issued a preliminary site eligibility letter. They are also the state subsidizing agency that is providing assistance to the project for tax exempt bond financing. And we have a commitment letter from them.

CONSTANTINE ALEXANDER: Okay. So you've covered the jurisdictional requirements. And then we have jurisdiction to consider your request.

Now, let's turn to the -- let's talk to the reach out to the other boards and who has replied and what are the deviations from the zoning that are covered by the Comprehensive Permit?

CLARA FRADEN: So we have had a series of meetings with the city throughout this process. We've met with the Community Development Department, the Department of Public Works, the Cambridge Water Department, and the tree arborist. And we're continuing to meet with various city departments. We have a meeting with ISD and the fire department on August 6th. We have -- I don't -- did anybody submit a letter?

CONSTANTINE ALEXANDER: We have a letter -- a memo from the Planning Board.

CLARA FRADEN: From the Planning Board?

CONSTANTINE ALEXANDER: Which I'll address in due course. Other than that, as far as I know no one else has commented to us in writing.

CLARA FRADEN: Okay.

So, you know, we have been reviewing our plans with the city departments. Should I run through the relief?

CONSTANTINE ALEXANDER: Yes, please. Briefly.

CLARA FRADEN: Briefly?

So in summary, we are requesting relief from nine, for nine items. So the first --

CONSTANTINE ALEXANDER: You should start -- what you're doing, you're taking a building that has 297 units --

CLARA FRADEN: Yes.

CONSTANTINE ALEXANDER: And you're adding three units.

CLARA FRADEN: Yes. So we are proposing to --

CONSTANTINE ALEXANDER: And so -- (inaudible).

CLARA FRADEN: So we are proposing to renovate 297 existing apartments. We propose one apartment and add three units of -- that's currently non-housing use and convert it to a housing use. So this will total 300 units of deeply affordable housing after construction.

CONSTANTINE ALEXANDER: That's a very modest addition to the amount of dwelling units on the property.

CLARA FRADEN: A net addition of two.

CONSTANTINE ALEXANDER: Yeah.

CLARA FRADEN: Yeah.

CONSTANTINE ALEXANDER: And other modifications to the site that you're going to do?

CLARA FRADEN: Yeah. So the scope of work for the renovations can really be divided into three segments.

The first is landscape and site design improvements. We are proposing to keep the existing building on Cambridge Street. So you can see that building. Maybe put it up there and the landscape plans, too, Garrett.

So if you look on the left of this landscape plan here, that's Cambridge Street. So the existing community building is proposed to remain. So as a result, the landscape and site improvements are centered on Lambert and Gore Street on the right-hand side of this Board.

The improvements are mostly centered around accessibility improvements for vehicle traffic and for bike parking and for our pedestrians coming in and out of the building.

The second component is the addition of the new community center. So you can see that is here. You can also see the new community center pictured on this rendering here.

I should say that the addition of a new community center, we really hope to be able to accomplish this because it will provide for an expansion of programmed and services that we can offer to our residents. It will also allow us to move the management office which is currently in the tower into the new community center addition which will allow us to convert those three apartments and to add two new units at Millers. However, we've got cost estimates in for the new community center on Friday and they range from 5.9 to 6.6 million dollars. And so we're not sure we will be able to afford it. We're having to look at our budget and see what we can absorb.

CONSTANTINE ALEXANDER: So you may not proceed with the community center at all?

CLARA FRADEN: So the community center right now is what's called an add-alternate in our budget. We do not want to sacrifice the renovations to the tower, which are really the priority of the Housing Authority, but it will be the first thing that is added into our project when it comes to the financial closing, when we get all of our bids in from the different trades and we can see if we can afford it or not. We really hope we can be able to.

CONSTANTINE ALEXANDER: What puzzles me is it sounds like an all or nothing proposal. Can't you scale it back so you have some community center?

CLARA FRADEN: Garrett, do you want to speak to that?

GARRETT ANDERSON: I'm sorry, I'll speak to that.

CONSTANTINE ALEXANDER: Yes, give your name.

GARRETT ANDERSON: So I'm Garrett Anderson. I've worked on the construction side of this project.

So Massachusetts General Law were subject to the procurement requirements. Any nature of a building like this where there's various file trades that are engaged; HVAC, plumbing, and the like, you can't negotiate with them prior to bids. It's a design bid build process with the contractors. So unlike a, you know, a CDC or a non-profit entity not subject to those rules we can't negotiate. We offer up our bid and they -- or we offer up the design, they bid on it, and we can afford it or we can't.

CONSTANTINE ALEXANDER: You can't put a second design in if you can't afford the design that?

GARRETT ANDERSON: So another interesting and unique element of Massachusetts General Law is no. You take alternates in the sequence that you propose them.

CONSTANTINE ALEXANDER: Okay. Just curious.

GARRETT ANDERSON: Yeah, no, the law is designed that warranting authorities prepare equally designed set of plans and specs and then you build the designs and specs. So prenegotiation, you know, discussing alternates with them, coming up with some solution that we come up with our budget is simply not allowed under Mass. General Law.

CONSTANTINE ALEXANDER: Thank you for the information.

CLARA FRADEN: So that covers the second component with the new community center.

The third is the modernization of the tower, which as I've said before is the priority of the Housing Authority. So on those two boards over there that you can see interior renderings of the apartments --

CONSTANTINE ALEXANDER: The two on the right?

CLARA FRADEN: The two on the right, yeah.

So we will be doing complete renovation of all of the apartments in the building. The building is really suffering from design deficiencies and building system failures across the board. So we will be doing all new windows, all new kitchens, bedrooms, bathrooms, which many which haven't been renovated since they were built in the 70s and are falling apart.

We will also be converting the 229 -- well, we'll be converting -- we'll be enclosing all of the balconies at Millers River. The main reason for this is to enclose -- is to convert the 229 studios at Millers River into larger one-bedroom apartments.

CONSTANTINE ALEXANDER: Are you going to do anything about creating three-bedroom apartments?

CLARA FRADEN: We will not have any three-bedroom apartments at Millers River.

CONSTANTINE ALEXANDER: Oh, okay.

CLARA FRADEN: We will be able to add two new two-bedroom apartments to Millers River. Convert two existing one bedrooms to two bedrooms.

CONSTANTINE ALEXANDER: Okay.

CLARA FRADEN: Which is a -- we do not have very lengthy wait list for our two-bedroom apartments for elderly. However, they're very, very long. It takes -- at Roosevelt Towers the wait list for a two-bedroom for elderly is about five years long. So we're very excited to be able to gain those. Even though, again, it's not a big number in the scheme of things, it does a lot for our wait list.

CONSTANTINE ALEXANDER: Okay.

CLARA FRADEN: So turning to the relief that we need to complete this work. Millers River is located on two zoning districts. Let me -- maybe just on the first board there, Kerry.

So Millers River is located across two zoning districts in Cambridge.

CONSTANTINE ALEXANDER: It's also partly in Somerville, right?

CLARA FRADEN: Exactly. So we have the BA district here, the residence C-3, and then a 510 square foot parcel of land in Somerville.

CONSTANTINE ALEXANDER: Will you have to seek zoning relief from Somerville?

CLARA FRADEN: So we will not. However, we did have to submit to them a copy of our comp permit application. So they are aware, but we will not have to seek relief there. We have no development plans for that little corner.

So, in 1971 when Millers River was built, it received a Special Permit for construction. So in this application tonight, the CHA is carrying over relief granted by the conditions of the 1971 Special Permit and requesting the following additional relief that I'll go through here tonight.

We have copies of the dimensional forms. I'll ask Kerry -- okay.

So, again, this is a brief summary of the nine requested relief items:

We have three minimum setbacks in a C-3 district. One for the side yard along the railroad.

JANET GREEN: Can you point to it?

CLARA FRADEN: Yes, of course.

So one here for the side yard along the railroad.

One here for the front yard on Gore Street.

And another for the front yard on Lambert Street.

The second is a reduction in vehicle parking.

The third is a reduction in long-term bike parking.

The fourth is relief in the Cambridge noise ordinance for roughly 20 minutes a week.

CONSTANTINE ALEXANDER: Go back a little bit on the reduction of vehicle parking.

CLARA FRADEN: Yes.

CONSTANTINE ALEXANDER: How many -- what's the bid and ask on this one?

CLARA FRADEN: So in 1971 we were granted relief for 76 parking spaces.



CONSTANTINE ALEXANDER: Right.

CLARA FRADEN: After taking into account re-striping to allow for handicap spaces and also the addition of the new community center which will encroach a bit on the parking lot, we're requesting relief to 70 spaces.

CONSTANTINE ALEXANDER: Just one less space.

CLARA FRADEN: So from 76 to 70.

CONSTANTINE ALEXANDER: You said six, I'm sorry.

CLARA FRADEN: Yes.

So we have 50 residents at Millers River that have parking permits for the lot and the rest of the spaces are used by our staff. There are numerous nurses and other healthcare professionals that have to come in and visit with our residents. Also, there's a headquarters for our operation staff is here.

CONSTANTINE ALEXANDER: Have you experienced any issues with regard to a lack of availability in parking with the 76 you have now? Sorry.

CLARA FRADEN: No. It's a -- it is often you go by and you see anywhere from five to ten spaces available. And there's other times when the lot is -- I've been there and the lot is full but it's, you know, the lot is well sized.

CONSTANTINE ALEXANDER: Okay.

CLARA FRADEN: The next is reduction in long-term bike parking. Relief from the Cambridge noise ordinance, again, like I said, for roughly 20 minutes each week.

Two curb cut applications for a curb cut.

JANET GREEN: And the noise, can you go to the noise for 20 minute --

CLARA FRADEN: Sure.

JANET GREEN: What's that?

CLARA FRADEN: The request for the noise ordinance is right now -- if I can actually point to this. So right now we have a, right now we have a generator that's right very close to the street. We are proposing to move the generator back, however, we need to increase the size. Right now the generator is not up to code. So we increase the size to bring it up to code and we also size it to make Millers River a place of refuge in the case of an extended power outage or an emergency. So the generator is going to be sized to accommodate residents' medical equipment, keep the heating, cooling, hot water, etcetera, at the time of an emergency.

This question came up at the Planning Board. We use a diesel generator. They said why don't you use a natural gas or a gas powered generator? The reason is that we can store diesel on-site. And so whereas the gas would be connected through a utility line, and we feel that a diesel generator with the storage really is the only way to make it a true generator in the case of an emergency. So we do cover the generator with hospital grade sound attenuation. And after conversations with the Community Development Department, they suggested to us that we run this generator for the 20 minutes a week that it's needed to, you know, keep it operational during rush hour to minimize the impact of the noise. So we will take, we will take those two steps. But during those 20 minutes a week, we anticipate and we ask for relief to be allowed to go up to 75 decibels which is about the sound of a vacuum cleaner versus the 60 decibels in the Ordinance which is about the sound of my talking voice.

We are also asking for relief for phosphorous removal guidelines and the Department of Public Works land disturbance regulations. So we have reviewed our storm water plans with the DPW. We will have storm water mitigation tanks that are sized to fit their standards, and we believe that we can meet the 65 percent phosphorus reduction, however, these calculations are still in the review process with DPW and we're not -- we haven't confirmed with them yet that we will be able to meet that 65 percent. We have reviewed our plans and they, you know, they are on board with our strategy. But in the case that we are not -- in the unlikely chance that we are not able to meet the 65 percent reduction in phosphorous, we ask for relief from that section.

And then the last is relief from Article 22, the sustainable design and development section of the Ordinance. This is not to say that we're stepping away from sustainable design and development. We will be using Enterprise Green Communities criteria whereas the Ordinance states to use the LEED criteria. We actually do a point-by-point comparison between Enterprise Green Communities and LEED on our Millers River project, we scored LEED Gold. But we're not going for LEED certification, it's quite an expensive process and instead we'll be getting certification under the Enterprise Green Communities criteria.

Finally in our application we did request a waiver from the proposed Brown petition. However, since we submitted our application, we have received guidance -- or the City Solicitor has clarified that the BZA is not able to grant relief unless a local regulation is in effect at the time of the application. So we applied with ten items of relief, we're now coming to you tonight with nine.

And so would you like to talk about the Brown petition briefly? There are some issues that also came up and we're not asking relief for, but we were not asking for relief but they came up in the Planning Board process so I think we should address those. The first is trees.

CONSTANTINE ALEXANDER: Yeah.

CLARA FRADEN: So we have, I think we -- most people in this room would agree that the most unfortunate result of these renovations are the loss of 24 existing trees at Millers River. We have -- however, we put forward to the Planning Board last week a tree replacement plan to replant 29 new trees. An important thing to note about these trees is that they are six and eight inch caliper trees. They are not the kind of three inch saplings that you often see on construction projects. So the Planning

Board and others in the audience really applauded our effort to retain existing trees. We're keeping 17 existing trees on-site, but also our robust tree replacement plan. However, they did ask us to look at if there are other instances where we could save existing trees; namely, one tree here to the left of the proposed curb cut. This is a sycamore. So we did look at that tree. However, in order to save that tree, we would either have to make our curb cut narrower, which we don't want to do because the curb cut right now is sized to accommodate an MBTA ride van or an other form of handicap accessible van. That's really the prime -- the most common mode of transport for our residents.

The other option would be sliding the curb cut three or four feet to the right.

CONSTANTINE ALEXANDER: Excuse me --

CLARA FRADEN: Yeah.

CONSTANTINE ALEXANDER: -- I don't mean to interrupt you. But the Planning Board has suggested, and I think it's a good idea, that if we grant relief, it's up to the condition that you continue to work with the Planning Board to deal with the tree issue. And so I don't think it's a -- at least not for me, a concern of this Board. I mean, it's an ongoing thing. We're not going to resolve it tonight I don't think.

ATTORNEY HANNAH KILSON: Right. I think one of the things that we were proposing -- excuse me, let me formally introduce myself. I'm Hannah Kilson. As Ms. Fraden said, I'm sheehan, Patten. On the tree replacement, the Planning Board had requested that CHA engage in kind of further investigation of what was possible -- sorry, about what was possible on the site. What trees, particularly the tree located by the -- that was going to be removed because of the new driveway. And to see whether it was possible for them to be able to keep that existing tree. So in fact, CHA since that meeting has engaged in that process with their landscape architect and evaluating under what circumstances could we retain it. So one of the things we are actually asking the BZA to consider is that the very thing that the CHA was asked to do by the Planning Board, evaluate. In fact, Ms. Fraden went out, walked the site, looked at the trees, some of those that will need to be removed because of the construction and the new facade that needs to be built on, and the process for putting them on requires some of those trees removal, they have engaged that process. So we're hoping with further information if we need to provide it now, that the BZA could be comfortable that we actually have in fact done that and reached an evaluation.

CONSTANTINE ALEXANDER: What we want at the BZA, speaking for myself, what we want you to do is continue your dialogue with the Planning Board. I mean, it could be a condition regarding the trees so that we don't -- I don't expect it to be resolved tonight. But you're being directed to keep working with the Planning Board and come up with a solution that works for you and the Planning Board.

ATTORNEY HANNAH KILSON: Okay.

CONSTANTINE ALEXANDER: And that's it.

ATTORNEY HANNAH KILSON: Okay.

CLARA FRADEN: So the second component that has come up a lot in this application is the question of the setback along the railroad. So there are two components to the setback along the railroad.

CONSTANTINE ALEXANDER: The Planning Board did not identify that. So I'm puzzled.

CLARA FRADEN: Oh, this is the issue of the Grand Junction.

CONSTANTINE ALEXANDER: Oh, the Grand Junction, okay. Now I know.

CLARA FRADEN: Yes.

So there are two components to our -- to this discussion. The first is that you'll see on the dimensional table we are asking relief for a zero foot setback. This is related to the existing community building. So the existing tower is with -- completely within the C-3 District. However, the existing community building here is mostly in the Business A district. However, there's about a 100 square foot piece of it that goes into the C-3 District. So this is an existing non-conforming use that we wish to correct tonight with this application.

The second component relates to the addition of this new community center. So that's shown here in this hatch and it's also shown there on the rendering.

CONSTANTINE ALEXANDER: You can't see because it's blocked, but that's okay.

CLARA FRADEN: Maybe bring that one closer.

So we have been in extensive discussions with the Community Development Department since we have submitted our Comprehensive Permit application regarding the setback issue. And both parties believe that we'll be able to -- that we are on a productive path forward, and that we'll meet everyone's needs. But it's certainly not an easy path. So due to the lack of buildable land at Millers River due to the Cambridge Housing Authority's desire for future development on the property, and due to the need to keep the existing parking both for our residents and their visitors but also for the new and expanded uses we hope to have on-site in the future, we have designed the new community center with a five-foot, six-inch setback. So that's what's shown here.

There was a lot of discussion, however, over the setback. So the worry that we've heard, that the five-foot, six-inch setback is not wide enough for the City's proposed Grand Junction path. This assumes that the path must pass on the eastern side of the railroad tracks and not on the western side of the railroad tracks where there were a series of smaller private lots. And it also assumes that the Grand Junction path has to be accommodated entirely in private property and not at all in the railroad. So, again, we are currently in discussions with the Community Development Department and working towards a solution about this. We are also talking with the Community Development Department about accommodating a ten-foot setback at the new community center, which the city has said is a setback that would allow for the Grand Junction Path to pass. These conversations will continue tonight even if we do receive approval for our plans as is.

CONSTANTINE ALEXANDER: Right.

CLARA FRADEN: And of course alternate designs for the community center to accommodate a ten-foot setback are possible, but they do come at a cost. They come at a financial cost. First off, the narrower the community center gets, the less efficient it is to build. Also it comes at a cost in terms of our operating income and how much debt we can take out on the property. Going from a five-and-a-half or five-foot, six-inch setback to a ten-foot setback means that we will lose two new apartments of affordable housing, which we will receive increased operating income from. And that translates to a loss in about \$400,000 of debt that we can take out that we need to put towards these renovations. Much more importantly, however, the ten-foot setback comes at a problematic cost. So it may seem like just to shave off, you know, four-feet, five-inches is not that significant. However, it means that we have to lose two program spaces in our community center. Which means, you know, choosing between is it a fitness room? Is it expanded services for, you know, to provide for mental health professionals and social workers. Is it a commercial kitchen. We have to choose between those two uses or as I mentioned, we have to locate those uses and then lose those two new units of affordable housing.

I know two units is not going to, you know, move the needle for the housing crisis we have in Cambridge, we do have 14,000 distinct households on CHA's wait list, 6,000 distinct households on our elderly and disabled wait list. So we really celebrate all of the new units we can get no matter what.

So city staff and the Planning Board have both commented on how this particular parcel make the path or pose constraints on the bike path that maybe don't exist at other points of the path.

And furthermore, although massDOT has not agreed to let the Grand Junction Path exist on their right of way here, there is ample space here. There's 47 feet on the railroad right of way right next to Millers River, plus the five-and-a-half or five-foot, six-inch setback that we're proposing. That is enough to allow for the massDOT's future plan of a two rail track, a 14-foot bike path, and buffers on each side. This is something that is unique to our parcel -- it's not unique, but it's not -- it doesn't exist entirely along the railroad. Just across Cambridge Street for instance, next to 109, the railroad is just 33 feet. So this is a feature of -- this is a feature that we think makes placing the Grand Junction Path partially in the massDOT's right of way more likely than say across the Cambridge Street side.

In addition, anyone that has been to our site knows that we have this community center right here that has a zero foot setback. So although we are here tonight presenting plans for a new community center, and we really hope we will be able to build that new community center -- of course, we just got our cost estimates in 5.9 to 6.6 million dollars, and so if we are not able to afford the community center, we'll be looking to renovate this community center in which case it's there for 30 years. You know, and then what will we do? We'll have to engage massDOT and the Cambridge Housing Authority has expressed to the city that we're both willing to go forward to massDOT and to kind of put pressure on them to look specifically at this part.

So the Planning Board last week recommended that Millers River be allowed to proceed while further options are explored. And we ask the Board follows that recommendation to approve the project as presented to you tonight.

Those are really the two big issues that have come up. I don't know if you want to speak to the Brown petition as well?

ATTORNEY HANNAH KILSON: Yeah, so we wanted to speak to the Brown petition again, recognizing as Clara noted earlier that that the Brown petition --

CONSTANTINE ALEXANDER: Excuse me. I don't mean to interrupt you. I know what the Brown petition is. Why is it relevant for us tonight?

ATTORNEY HANNAH KILSON: Well, so here -- we have a kind of an advisory opinion request for the BZA. So if I can walk --

CONSTANTINE ALEXANDER: What?

ATTORNEY HANNAH KILSON: We have kind of an advisory opinion request of you.

CONSTANTINE ALEXANDER: I don't think it's appropriate for --

ATTORNEY HANNAH KILSON: Well, what we wonder is this: If because of the Brown petition has been noticed for public hearing and we do not have our building permit.

CONSTANTINE ALEXANDER: Right.

ATTORNEY HANNAH KILSON: If before the 90-day period, September 25th elapses, the City Council amends and -- adopts it or amends and adopts it, this project will be subject to the building permit. And we would be subject to the Ordinance. And as we have expressed, the requirements in the Ordinance would not be financially feasible for the project to do, and we -- and to redesign given our time frame.

CONSTANTINE ALEXANDER: Why don't you simply lobby -- and I don't think there's an objection, get the Brown petition amended so by the time it gets voted, it would won't apply to affordable housing like yours?

ATTORNEY HANNAH KILSON: Well, if the Brown petition is amended -- it's a timing issue, sir. So this is the dynamic. If the Brown petition is amended and adopted before the end of September --

CONSTANTINE ALEXANDER: Right.

ATTORNEY HANNAH KILSON: -- we will -- and assuming we leave today with your granting of our 40B petition, we will have to come back to you in order to get our 40B petition amended. Because unless the, unless the Brown petition is amended to specifically exempt affordable housing developments --

CONSTANTINE ALEXANDER: Isn't that what's being proposed?

ATTORNEY HANNAH KILSON: I'm not sure -- I don't whether it is being proposed. And I don't know whether or not that amendment -- it has to be broad and not specific. I think that if it's specific, it may create spot zoning issues. So what we're asking -- what we would need to do strategically in order to be able to advance our project which has to close by the end of this year in order for us to retain the

funding that we're to receive from Mass. Housing, and in order for us to retain the funding we're to receive from HUD that makes this redevelopment project possible, we would have to come back before you for either an amendment, and that timing of that process would not enable us to meet our end of the year deadline. Or if the Board would advise us that they would consider it an insubstantial change for us to seek an amendment to our 40B permit --

CONSTANTINE ALEXANDER: Right.

ATTORNEY HANNAH KILSON: -- because we are not change being our plans --

CONSTANTINE ALEXANDER: Right, right.

ATTORNEY HANNAH KILSON: -- we are not making any difference. If we know now and we could have that advice, that it would be deemed an insubstantial change. We would only need to submit our request, which is a 20-day determination. We could stay on track.

CONSTANTINE ALEXANDER: My problem is I don't know how I can -- how this Board can make a determination now about it being insubstantial change without having all the details in front of us.

ATTORNEY HANNAH KILSON: I guess I'm going to pose -- this is a question, which is, would you -- do you -- when there is an amendment to your 40B permit -- and substantial change or an insubstantial change by the regs, is defined as because there's a change in the design plan that had been submitted to the Board initially?

CONSTANTINE ALEXANDER: Right.

ATTORNEY HANNAH KILSON: If -- but in our instance we would be making no changes to our design plan. The only change would have been that the amendment, the Brown petition was enacted, and that its application to us makes our project not financially feasible. So we would be coming forward to you to ask you to waive the application of the Brown petition to our project. And I -- and we are asking because that you would say to us, yes, that is an insubstantial change. You are not making any changes to your plans. It's just the question of whether or not you're entitled to obtain a waiver from a zoning amendment. And if that's the case, then that puts us on the route for a 21-day determination and we can proceed to permit and finance our project by the end of the year. And so, whether it's the Brown petition, frankly, or any amendment that might come down the pike between now and when our building permit is issued, we're asking the Board to give us some guidance on whether if we came before you, can we do it as an insubstantial change versus an amendment process.

CONSTANTINE ALEXANDER: And I come back to what I said before, I don't know how I can tell you it's an insubstantial change without seeing all the details.

ATTORNEY HANNAH KILSON: Without seeing all the details of the zoning amendment? Because there will be no change to our plans --

CONSTANTINE ALEXANDER: I don't know what the Brown petition's going to say if it gets adopted.

ATTORNEY HANNAH KILSON: No matter what it says we're not changing our plans. And so that's -- and I believe the regulations, when they speak to a modification of your 40B permit, the assessment of whether something is substantial or insubstantial is only a question of whether or not the design plans that you are submitting or revising have changed. And in our instance there will be no change.

CONSTANTINE ALEXANDER: But then I think you don't need any relief from us. I think you've outlined very clearly why you should be okay. You can get a change for insubstantial -- get an insubstantial change improvement. I just don't like granting this in the blind. And that's what I --

ATTORNEY HANNAH KILSON: I appreciate that. And I'm not asking -- and you've actually given us really helpful information, because that's the kind of guidance we need to understand is that the -- because you're -- the CDD will turn to you, they will ask, Do you consider this an insubstantial change? It's only asking for a waiver from the application of the amendment. It's not asking for any changes in details of plan. And what I'm hearing, Mr. Alexander, you're saying to me is, yes, we would think that's an insubstantial change, provided your design plans --

CONSTANTINE ALEXANDER: That's a formal --

ATTORNEY HANNAH KILSON: Right. I hear that --

CONSTANTINE ALEXANDER: That's one member of the Board.

ATTORNEY HANNAH KILSON: Right. No, no, that's an informal assessment. But that is the kind of guidance we are looking for.

CONSTANTINE ALEXANDER: I don't know what you accomplish by all of this.

JANET GREEN: But your question was originally -- or your statement originally was -- oh, I'm sorry. The question that I thought you were asking or the concern that you were expressing was the timing, not the actual decision. And how would that timing affect your end of the year project?

ATTORNEY HANNAH KILSON: So the issue for this project is that it has to be closed no later than December 31st. Meaning that it has to have received all of its construction financing. And in order to receive all of its construction financing, it will have to have all of its permits in place. The building permit process from the point in time that we have a Comprehensive Permit that is no longer appealable, is 58 days. On the calendars that we're working with, that runs us out to the end of mid to end of November. It creates a very tight time frame for us to close, but we in consultation with our financiers believe we can close in 30 days. But if we had to go back before this Board to obtain an amendment and go through an amendment process which runs the same time frames as a regular 40B petition, we would not meet those time lines.

CONSTANTINE ALEXANDER: I understand your dilemma, but you've got to understand ours. I don't think we -- well, I don't believe we should be giving informal advice on something we haven't seen --

ATTORNEY HANNAH KILSON: I respect that.



CONSTANTINE ALEXANDER: -- that's not part of the Comprehensive Permit case tonight.

ATTORNEY HANNAH KILSON: Right.

CONSTANTINE ALEXANDER: You're going to have to deal with that. And you're going to have to deal with that and deal with the city and say, listen, all the arguments you're making now, you're going to torpedo this process if you don't change the terms of the Brown petition to exempt affordable housing. I suspect you're going to succeed. But that's what you should be doing. Don't ask us to give you some advice which we shouldn't give and I don't think can give.

ATTORNEY HANNAH KILSON: Thank you.

CONSTANTINE ALEXANDER: Okay?

ATTORNEY HANNAH KILSON: Appreciate that.

Yeah, I think -- so, at this point I think we have set forth for you the waivers that are in front of you.

The one other waiver -- it's not a waiver. The one other request that's in the application, is a request regarding the pending transfer that's part of the financing structure for this plan, and it's set forth I think on the third page of the application. Presently the property is held in, under ground lease by Millers River Holding, LLC. And Cambridge Affordable Housing Corporation is the -- ostensibly the sole member.

The property will be transferred through an assignment of the ground lease to Millers River, LLC at the point of time of closing. And we would like not to have to come back before the Board to approve that transfer.

CONSTANTINE ALEXANDER: I think that's a reasonable request. And I think if we approve your application tonight, I think you would have gotten to get with regard to that.

ATTORNEY HANNAH KILSON: Thank you.

CLARA FRADEN: Thank you.

CONSTANTINE ALEXANDER: That's it?

CLARA FRADEN: Yeah.

CONSTANTINE ALEXANDER: Questions from members of the Board before I open it up to public testimony?

(No Response.)

CONSTANTINE ALEXANDER: No.

I will open the matter to public testimony.

Is there anyone here --

JAMES WILLIAMSON: Can we start with information questions first?

CONSTANTINE ALEXANDER: Yeah. Well, public testimony --

THE STENOGRAPHER: You're yelling out from the audience.

CONSTANTINE ALEXANDER: When I said public testimony, that includes -- I meant that includes, James, questions. Any questions you may want to raise, now is the time to do it.

JAMES WILLIAMSON: So you'd like to have questions and comments rolled together?

CONSTANTINE ALEXANDER: Yeah. Or people can comment in response to the answer to a question. But, yes, basically that's right.

Mr. Brandon.

MICHAEL BRANDON: Mr. Chairman, would it help matters if you described or read the Planning Board's recommendation before there's public comment?

CONSTANTINE ALEXANDER: Sure. It's a little bit long. That's the only reason why I didn't read it. But I can summarize for it for you basically.

The Planning Board's memo to us dated July 25th, says they strongly support the project moving forward and recommends granting the Comprehensive Permit. That's to us.

The Board recommends that the applicant continue to work with city staff in order to address the following two issues that were raised by board members and members of the public at the meeting. And I'm going to propose tonight that we adopt this and say if we do, we approve this. A direct condition is that you continue to work with to deal with these two issues:

One -- and they've already been identified. One is the tree issue. The issue about whether additional, existing mature trees on the site can be preserved.

So they're going to continue to work with the appropriate city officials with regard to that.

The other is regarding design options that would not prevent the future establishment of the plan Grand Junction pedestrian/bicycle path. And that's also been addressed.

So the direction will be, if we do it, we approve, subject to the condition that these folks continue to work on these two issues with the appropriate persons as identified here.

Does that answer your question?

MICHAEL BRANDON: Yeah.

CONSTANTINE ALEXANDER: Okay.

Now, James, you want to go ahead.

JAMES WILLIAMSON: Sure. Should I use a mic?

CONSTANTINE ALEXANDER: Yeah, please, if you would.

JAMES WILLIAMSON: So thanks. James Williamson, 1000 Jackson Place.

First of all, these are just questions about sort of for clarification, information. I'd like to see this project succeed, but projects don't have to be exactly the way they're initially proposed, they can be changed, hopefully improved.

On the noise issue, since it's meant to be an emergency diesel generator, what is the elevation at which it's going to be placed? One of the issues with the Brown petition has to do with flooding and possible risks of flooding, and of course, you would want a generator to be above where the flooding is occurring, right?

CLARA FRADEN: So our generator is on the ground floor, however, at this portion of the site we are above the flood limit, both the storm surge and the storm water.

JAMES WILLIAMSON: Do you happen to remember how many feet that -- at what level?

CLARA FRADEN: I don't.

GARRETT ANDERSON: It's also we're saying the generator is sitting on a diesel tank, so it's about five feet off the ground.

JAMES WILLIAMSON: All right, thank you.

On the tree issue, what I heard from the Council for the Housing Authority is that it has been evaluated. I'm wondering so what has been the results so far of the evaluation? And to clarify what the Planning Board and your suggestion about working -- continuing to work with the Planning Board, my -- I don't think this typically goes back to -- you know, I don't think the work typically happens with the Planning Board, so I'd really appreciate some clarification about where this is actually going to go? And I'm mindful of the fact that with Jefferson Park, when there was some concerns about taking down all 96 trees and there was an agreement to leave eight, four of the eight that were left ended up getting cut down during the course of construction when decisions were made that, you know, judgment was made well, we need to do a trench here or maybe there was some damage to one or more of the trees during the course of the construction. So what's the current status of the evaluation and how is this actually going to get resolved?

CLARA FRADEN: So we have, we have 14 trees in the courtyard in the parking lot that are being lost due to the addition of a new community center. We have four trees along the building that are being lost due to the construction of the new facade. So one of the questions that came up in the Planning Board meeting were what other means and methods to construct this facade? We went and asked our contractor that and they evaluated this, and we need to be using mass climbers which go up and down

the side of the building and cannot physically fit alongside of the building with those four trees there. So unfortunately those four trees need to be removed.

In addition, three of those four trees are being removed to allow for a sidewalk to the back entrance of our property. Right now, if you want to enter the -- from Gore Street, you have to walk through our parking lot which we do not feel is a responsible design feature.

Thank you, Kerry.

So it's really one tree that is being lost due to the construction of the new facade solely.

Another tree is being lost due to the provision of this new sidewalk that right now exists on corner of Gore and where the sidewalk is. Right here. And then five trees are lost on Lambert Street for the driveway. And this driveway, I want to say, is being designed to preserve prominent 26-inch caliper Linden at the center. You can see it there. And you can also see it featured on one of our boards.

Kerry, I think it's behind this landscape board. Maybe if you move the landscape board over one. Yeah, that prominent Linden there.

We are also designed four trees, new trees to be planted around there; two eight-inch caliper and two six-inch caliper trees around that --

JAMES WILLIAMSON: So you're looking to save the Linden. Where is the sycamore that people, uhm --

CLARA FRADEN: So the sycamore is to the left off of --

JAMES WILLIAMSON: And what's your current, given the evaluation or the status of the evaluation, is there a way -- I mean, what's your current thinking about being able to save the sycamore?

CLARA FRADEN: We think that we can --

JAMES WILLIAMSON: And also save the Linden I guess?

CLARA FRADEN: Well, the Linden is being saved.

JAMES WILLIAMSON: Regardless.

CLARA FRADEN: Yeah. The Linden is being saved regardless. That was a very important -- it's a beautiful tree, a prominent tree. The sycamore to the left we don't think we can save. The reason for that being in order to save it, we have to condense, make our curb cut more narrow, which means an MBTA ride van cannot fit there. Or move it over three feet to the right. That one sacrifices the Linden a little bit more. But it also then pushes -- makes a pinch point on the other side down here to the right of the curb cut between an existing retaining wall and an existing berm that's on the site and the curb cut. We actually first looked to remove that existing berm because we're putting a courtyard in that area, and if we remove the berm, we can have a larger courtyard for our residents. However, there's a sycamore planted in the berm with its roots everywhere, and so we made the decision to actually have a smaller courtyard in order to save that very prominent sycamore.

JAMES WILLIAMSON: On the community room, I don't understand, and this might be a good time to, you know, explain it. The existing community room, which we're planning -- the Housing Authority are planning to save, save as an empty shell where future development is planned? And so can you explain - - so the new community room which, you know, may or may not happen because of the financing is meant I gather to replace the existing community room which would remain empty or have temporary uses until what is contemplated there?

CLARA FRADEN: Yes.

So the existing community building will be used for construction offices. And this will mean that we don't need to have trailers littering the site in the neighborhood during the three years of construction. And then after, as we know, the Cambridge Housing Authority is in the process of renovating the second half of our portfolio. So we often need overflow space sometimes for the workforce program namely. We also have our operation or school maintenance operation staff housed there. So those functions will remain. Our hope, though, is to be able to build a new community center and then in the future redevelop that parcel.

JAMES WILLIAMSON: With a new housing or something like that?

CLARA FRADEN: We're looking at -- we're exploring all options right now. We're looking at both commercial uses that could be provided to subsidize new housing, but also provide services, maybe a healthcare clinic that could serve residents. We're also looking at different housing options.

JAMES WILLIAMSON: And bring one back and they closed two.

Now, the Grand Junction Railroad, I'm glad to hear you say, because I was going to ask about the two way tracks.

CLARA FRADEN: Yes.

JAMES WILLIAMSON: Because that's an important -- that's been an important issue for the former Secretary of Transportation, Fred Salvucci and others, not just a bike path, but to be able to run special trains on the Worcester line up the Grand Junction to, you know, help relieve the congestion and that, you know, the Red Line at Kendall Square, to open up new back and forth train access to North Station.

CLARA FRADEN: Yes.

JAMES WILLIAMSON: So you said something about that, and I wanted to understand, you said well, we're addressing that or we're accommodating that? And can you explain that?

CLARA FRADEN: Of course.

JAMES WILLIAMSON: Because I think that's also important in this issue of where the community room building can be.

CLARA FRADEN: So we have heard that massDOT is interested in this two track rail. And the Community Development Department as part of their long-term planning for the Grand Junction has done a number of studies to look at actually what space is needed to accommodate a two track rail service and pass and the necessary buffers. So they've put out the 31 feet for double rail track to run. And then 10 to 14 feet for a multiuse path. Plus two feet for a barrier, plus two feet for a shoulder, plus two feet for another shoulder. So that comes to 47 feet to 51 feet depending on if you go with the 10 or the 14-foot multiuse path. At Millers, with the 47, right -- foot, right-of-way plus our five-foot, six proposed setback, that comes to a little bit over 52 feet. So that is enough to accommodate the double rail track, the large 14-foot multiuse path and buffers.

JAMES WILLIAMSON: With the one aspect that the bike pedestrian path would have to be on the other side.

CLARA FRADEN: Yes. It requires that part of the path -- it would operate on both sides.

JAMES WILLIAMSON: Gotcha. Thank you. And are you planning or are the Housing Authority planning to do regular construction updates for both the residents and the neighborhood because --

CLARA FRADEN: Yes.

JAMES WILLIAMSON: -- that hasn't always been the case.

CLARA FRADEN: I've had two meetings with neighbors and abutters in the last month and so we've started our e-mail listserve with the neighbors and then definitely continue --

JAMES WILLIAMSON: Through construction?

CLARA FRADEN: -- I'm at Millers River multiple times a week, and I will continue formal updates.

JAMES WILLIAMSON: Through --

CLARA FRADEN: Through construction.

JAMES WILLIAMSON: Thank you. Appreciate it. Thanks a lot.

CONSTANTINE ALEXANDER: Thank you, James.

Anyone else wishes to be heard? Sir.

ALLEN MOORE: Thank you. My name is Allen Moore. I live at 23 Cherry Street in Somerville. I'm also co-President of the Friends of the Community Path, an organization representing existing and future users of the community path in Somerville, but also the Grand Junction Path in Cambridge and in Somerville and hoping to connect those two.

So we also support affordable housing and this specific project and the ability to improve the housing. We sent out this letter this afternoon outlining our recommendations and requests, and that is to make sure that the redevelopment of the site permits the Grand Junction path to be built alongside the Grand

Junction courtyard. And I think the challenge is if -- as you just explained, if the MBTA allows the quote/unquote excess width to be joined to the width that your development would allow, then, yeah, it looks like everything would be good. But if they don't, then that can preclude it. So we're requesting, and I hope you can continue to find ways to perhaps when the design continues, to move the new structures, the parking, and whatever further from the rail lines so that there's more room for the future path. I don't know how your Board can somehow make that more certain to happen. I understand there are restrictions because of -- it's affordable housing, that you have less authority to add such conditions or restrictions, but I'm hoping you can do as much as you can so that this all works out in the future.

CONSTANTINE ALEXANDER: Well, what I was planning to do tonight, at least I'm planning to do, is to basically condition that they continue to work with the city officials to explore design options that would not prevent the future establishment of the planned Grand Junction pedestrian bicycle path. It's going to be an ongoing process. But the direction will be, come up with some solutions. Those are my words. We know what the goal is. Planning Board knows what the goal is. You folks know what the goal is. Just a matter now of how to accomplish those goals.

ALLEN MOORE: Okay, thank you.

CONSTANTINE ALEXANDER: Thank you. You come from Somerville, too.

ALLEN MOORE: Yes.

CONSTANTINE ALEXANDER: I'm impressed.

JAMES WILLIAMSON: This is a little spot is in Somerville.

CONSTANTINE ALEXANDER: What's that?

JAMES WILLIAMSON: A little spot is in Somerville.

CONSTANTINE ALEXANDER: Yeah, I'm aware of that.

ALLEN MOORE: The property is in Somerville but also connecting the two paths in in Somerville, too.

CONSTANTINE ALEXANDER: Anyone else wishing to be heard on this matter? Sir. One at a time.

UNIDENTIFIED MEMBER FROM THE AUDIENCE: I have a statement here from City Councillor Quinton Zondervan. (Reading) I am sorry I can't be with you all tonight as I am still recovering from hip replacement surgery. As a Wellington-Harrington resident, who lives just down the street from Millers River and the Grand Junction Path, it is particularly difficult for me to see these two urgent priorities in competition with one another. The seniors of Millers River undoubtedly deserve the proposed upgrades to the property and the community deserves an uninterrupted Grand Junction Path. It is important for everyone to realize that the Grand Junction Path right of way at Millers River is not a new problem, however, as Millers River has always been a major choke point for the path due to the position of the existing community center on Cambridge Street. With that said, the current proposal will worsen the

situation by extending the impacted area and leaving only a 5.5 foot setback from the railroad right of way for the new proposed building. Because the path requires at least 18 feet, the proposed 5.5 foot setback would force the Grand Junction Path to run at least partially on the railroad right of way which has not been secured from massDOT. It does therefore jeopardize the Grand Junction Path if the city is not able to negotiate sufficient space on the railroad right of way from massDOT in the future once the issue with the existing building is also resolved. Unfortunately we cannot rely on the state to grant the necessary regulate, but we will try to obtain it. I am grateful that the Cambridge Housing Authority for continuing this dialogue with the city and with the cyclists as we try to fit this much needed path into a very tight space when making much needed improvements for (inaudible).

CONSTANTINE ALEXANDER: Thank you.

THE STENOGRAPHER: You didn't state your name.

GEORGE SCHNEELOCH: George Schneeloch. I live at 81 School Street, apartment 1 in Somerville.

THE STENOGRAPHER: Can you spell your last name?

GEORGE SCHNEELOCH: S-C-H-N-E-E-L-O-C-H.

CONSTANTINE ALEXANDER: Sir. No, no, not your. The person behind you.

DOUG RAND: Hello. My name is Doug Rand and I live at 15 Lambert Street, apartment 902. And I figured I'd come down and speak as a resident and let the Board know exactly what we feel about -- I can't talk for everybody but myself, I don't understand why anybody wouldn't want affordable housing in Cambridge. It's definitely something we need. We need the -- we need this to pass tonight so we can take care of the building, the existing building that we have. It is in dire need for our residents to have a place that is to live. As far as any concerns that the residents have, this building has been existing. It's been a senior citizen residence that I'm sure that they would like to keep it as a senior citizen residence. Although we have to share it with other residents now that are -- because of existing problems with other buildings.

CONSTANTINE ALEXANDER: Right.

DOUG RAND: So we've got people moving in. As far as what we would like to do is keep our community room. That community room we feel is ours. Although now with the Cambridge Housing Authority putting in an existing building or doing with the building, and now considering sharing it along with the public, which I believe we all should share, it should be a community room for everybody.

As far as the trees that are going out around the existing building, I live actually on the Medford side. I live on the court side area, so I know that the sun comes in and -- the sun sets right on my apartment. As far as the trees that are there, we really don't get that much shade in the courtyard from those trees. The residents of -- are either forced to sit in the Lambert area where it's more shady, and we have the existing building. So I don't think the tree issue is really an issue. We need our apartments fixed.



CONSTANTINE ALEXANDER: Right.

DOUG RAND: That's basically what we're here for today.

As far as Grand Junction and the railroad, we have the same problem that they have up on Sherman Street. We need a quiet zone. When they pass through with trains, they're blowing their horns and it's really not -- it's something that we have to live together with because we need also the Grand Junction and we need our residents. So we got to have something where the housing authority can do something as far as the pathway, so that they can -- we can move forward with this existing. So I think, I think I should say that that's what I as a resident feel. I can't say for every resident, but that's basically what it is.

CONSTANTINE ALEXANDER: Well, first of all, thank you for taking the time to come down and staying at this late hour. We appreciate that.

DOUG RAND: All right.

JAMES WILLIAMSON: Is that new noise? Is that new train horn noise?

DOUG RAND: No, it's been --

CONSTANTINE ALEXANDER: I think the folks from the Cambridge Housing have heard you loud and clear and they're going to be working toward --

DOUG RAND: Right. I'm sure they will be working with our residents.

CONSTANTINE ALEXANDER: Right.

DOUG RAND: As far as with the existing problems in the building, because we actually need a third elevator in the building.

CONSTANTINE ALEXANDER: Right. Not tonight.

DOUG RAND: Right, yeah.

CONSTANTINE ALEXANDER: Thanks.

DOUG RAND: Yeah, thank you.

CONSTANTINE ALEXANDER: I see a hand up in the back. Miss, you want to come forward?

LEE FARRIS: Thank you. My name is Lee Farris, L-E-E F-A-R-R-I-S, 269 Norfolk Street in Cambridge. And I'm writing or I'm here speaking with regard to the Millers River project. The Cambridge Residence Alliance of which I'm the Vice President, has always called for more affordable housing in Cambridge, and we certainly want all existing affordable housing to be maintained in good condition. Therefore, we support the CHA's project to renovate the Millers River Apartments. The Cambridge Residence Alliance also supports the climate safety petition. And we understand the issues have been described by CHA

about the climate safety petition's possible impact on the timing of Millers River permitting and financing. Had the City Solicitor not suggested that the BZA cannot grant exemption from the requirements of the climate safety petition, I would be asking that you do so.

Lastly, we do request that you push the applicants to preserve as many additional large existing trees on the site as possible.

CONSTANTINE ALEXANDER: That's been covered already.

LEE FARRIS: And allow for the Grand Junction Path. Many great Cambridge Residence Alliance members, like me, are bike riders and pedestrians and we do look forward to some day riding and walking along the path.

Thank you very much.

CONSTANTINE ALEXANDER: Thank you for staying around.

Anyone else wishing to be heard? Sir. You don't have to speak you know.

COUNCILLOR DENNIS CARLONE: Very quickly. I just wanted to --

CONSTANTINE ALEXANDER: Your name?

COUNCILLOR DENNIS CARLONE: Dennis, Dennis Carlone, C-A-R-L-O-N-E.

CONSTANTINE ALEXANDER: Oh, of course, I'm sorry, Dennis.

COUNCILLOR DENNIS CARLONE: Nine Washington Avenue. And I think the CHA tonight presented all the issues very fairly and very professionally. I think the reason they kept raising the petition -- the Brown petition and its effects is to make it not just clear to the Board, but clear to everybody in the audience. And it helps the Council to deal with this Monday night, because the reports from the Planning Board and our Ordinance Committee will be coming forth and we can make some decisions. Everybody on the Council wants this housing to occur. I think the primary question I have, you dealt with as the Board -- as the Planning Board did, and that is making sure that both public efforts, the junction and the public housing go forward.

So thank you and those are my comments. Very brief.

CONSTANTINE ALEXANDER: Thank you.

Anyone else wishes to be heard? Sir.

MIKE CONNOLLY: I'll be real brief as well. Mike Connolly. I'm a State Representative for the 26th Middlesex District which includes Millers River. I also serve on the Housing Committee in the state legislature and certainly want to strongly support the work of the Cambridge Housing Authority but also want to echo these concerns with the Grand Junction Path. Quinton Zondervan, Councillor Zondervan reached out to me a few days ago. I had a good conversation with Councillor Mallen about it today as

well as Mike and the City Manager. And I just think that we all have to work together to make sure that these two issues don't compete with each other but they work together with each other. We hear from people all day that two of the biggest issues are housing and transportation, and this Grand Junction Path really it's just an unbelievable opportunity. And I really just don't want us to ever reach a point to say we somehow blocked it any way. I support having some language in there to continue to make sure that we work to address it, and I'm committed to doing all that I can on the state level as well.

CONSTANTINE ALEXANDER: Thank you very much. And thank you for your service.

Oh, my goodness more. You've already spoken, haven't you?

UNIDENTIFIED MEMBER FROM THE AUDIENCE: No.

CONSTANTINE ALEXANDER: No. I'm sorry. My mistake. I apologize. It's a late night.

PEGGY BARNES LEONARD: Very brief. Hi. I'm Peggy Barnes Leonard, 115 Fayerweather Street. Very briefly, I think you have received a letter from Doug Brown who is one of the co-authors of the climate safety petition of course. And I just want to read into the record and make clear, I'm on the climate safety petition committee. As he says, in many ways the project is a model for future residential development in flood prone areas. That's one of the highlights. I think you do have the record. And he understands the issues raised by CHA around the timing of their permitting and subsequent financing and in no way wishes to force them to go back to the drawing board yet again thus missing another annual funding cycle. I guess they're in some kind of legal limbo with -- the Zoning Board does have the right to grant waivers under the 43B. However, since this is not officially a petition, the true petition, you can't -- the opinion of the City Solicitor is that a waiver cannot be --

CONSTANTINE ALEXANDER: Right.

PEGGY BARNES LEONARD: Okay.

CONSTANTINE ALEXANDER: Thank you.

PEGGY BARNES LEONARD: So we are in support of this going forward. (Inaudible).

CONSTANTINE ALEXANDER: Sir.

MICHAEL NAKAGAWA: My name is Mike Nakagawa, N-A-K-A-G-A-W-A, 51 Madison Avenue. I want to support the project. I'm one of the people who helped with the climate safety petition, Brown petition, and it fits in with what we support is safe, healthy housing and they're trying to do -- make this so much a better place. They're trying to preserve the trees as they can. Realize that some they're trying to save, a lot of the largest trees, which we appreciated it, and replacing them with large caliper trees so that benefits are more immediate in that size. And I just want to say that if we haven't had a chance as the petitioners to be able to suggest what we would think would make the petition more palatable, but we would -- this would be excluded under what we would propose for restrict -- eliminating the area for the flood applicability to just overlapped flooding instead of just the street level storm sewer backup

flooding, but we haven't had a chance to be able to present that to anyone so that if it were to go forward, this would not be covered by what we would propose. I would however mention one thing to be concerned about, is for the new community center. It looks like there might be some impact of where predicted flooding would be, and that if that intersects with the building, that the building would be protective of potential flooding for that if it goes bad. And well, I think it's a great effort and support what they're doing with all the housing.

Thank you.

CONSTANTINE ALEXANDER: Thank you.

Anyone else wishes to be heard? Sir.

NATE FILMORE: I too will be brief. Just to reiterate some of the things that have been previously said.

BRENDAN SULLIVAN: Name and address.

NATE FILMORE: Oh, sorry. My name is Nate Filmore. I live at 13 Marcella Street, No. 3 in Cambridge.

CONSTANTINE ALEXANDER: If you're going to repeat things someone else has said, don't, because we've heard them.

NATE FILMORE: Okay.

CONSTANTINE ALEXANDER: And it's getting late.

NATE FILMORE: I understand that. And I'm also very tired. I just wanted to say that I appreciated conversations that -- I'm with the group Cambridge Bicycle Safety in addition to being a new resident. And I just wanted to say that I appreciated conversations that we had earlier today by brought by Councillor Mallen and with Mike Johnson and other members of the Cambridge Housing Authority regarding the Grand Junction Path and the commitment that was made to work with the city and the MBTA going forward to find a solution that will work. And, you know, I think we all recognize that this is an incredibly important project and will connect over 40 miles of paths around the region and provide a safe and equitable transportation option for everybody.

Thank you.

CONSTANTINE ALEXANDER: Thank you.

Anyone else wishes to be heard? It's your turn, Mr. Brandon, and I hope you're trying to add something that --

MICHAEL BRANDON: I'll try.

CONSTANTINE ALEXANDER: If you don't, I'm going to cut you off.

MICHAEL BRANDON: All right. Give me a chance. My name is Michael Brandon. I live at 27 Seven Pines Avenue. I had a question about the jurisdictional issue that was dealt with right at the start. And if I understand it, there's a preliminary approval for Mass. Housing?

CONSTANTINE ALEXANDER: Yes. We have a letter in the files.

MICHAEL BRANDON: And so when will that be finalized? And is that indeed not a requirement before you even apply?

ATTORNEY HANNAH KILSON: No, in order to submit the application to come before the ZBA, you have to have the preliminary site plan approval -- the preliminary site eligibility letter. So that's been issued by Mass. Housing.

The final approval letter will be issued by the Mass. Housing after the Comprehensive Permit is granted and it's no longer appealable. And then the plans have been finalized in accordance with any recommendations that come out of the Comprehensive Permit.

MICHAEL BRANDON: Thank you for that.

And that standard procedure I presume?

CONSTANTINE ALEXANDER: Yes, it is.

ATTORNEY HANNAH KILSON: Yes, it is.

MICHAEL BRANDON: Thank you.

Also -- oh, on the tree issue, if the new community center cannot be funded, would it be possible then to retain some of the trees that would be lost until going forward in the future with redevelopment?

CLARA FRADEN: It would be possible to save some of the trees, but not all of the trees. Some -- nine of the trees are in a berm in the existing courtyard, and we need to use that space for construction lay down area. Unfortunately since they're in the berm, all of their roots are tied up together so it's not like we can use a portion of the berm and then still save the, you know, the trees on the other side the berm, and they're all interlinked. And we need that space for all the construction materials to be stored on-site. So some of the --

CONSTANTINE ALEXANDER: I'm sorry.

CLARA FRADEN: So some of the trees will be able to be saved but not all of the 14 that are being lost due to this.

CONSTANTINE ALEXANDER: It will be a condition of the permit we grant tonight that they work with city officials to preserve as many of the trees as possible --

MICHAEL BRANDON: Right, you made that clear.

CONSTANTINE ALEXANDER: -- and to replace those that are being taken down --

MICHAEL BRANDON: You're right, I understand the planned conditions. I would just hope that in your discussions with CDD and as you move forward, that you rethink the possibility of using the parking lot, part of the parking lot for construction material storage. You know, even if that involves some sort of a shuttle system off site or nearby if that's possible. I don't know if you've considered that. But I hope you will. Because that seems a shame to me to lose mature trees given the climate crisis that we're facing and the extreme value that trees give us.

The other aspect is I don't think the City Council was ever sent the application, although other agencies have, and I don't know why that was the case, because you're seeking to waive zoning restrictions, but it's normally the City Council that gives final approval for curb cuts laid out on the public way. I haven't specifically requested a waiver from that requirement, so that may be an issue.

As far as the actual curb cut, it's actually two curb cuts that you're seeking?

CLARA FRADEN: Yes.

MICHAEL BRANDON: And the total definitely exceeds what the zoning allows. I wonder would it be possible rather than creating the driveway and affecting trees, would it be possible to just create a loading zone on the street where you say there's already problems with double parking I think, that could be enforced, used by the T's van system. So I -- you can -- have you considered this and addressed it? And if not, you know, I hope in exploring with CDD, that you would pursue that.

It was mentioned on the diesel tank, that would be under the generator, the emergency generator, and I just hope that that is somehow protected from potential flooding. That's another aspect of the Brown petition is to ensure that as the climate gets worse and we get bigger storms, that we not, you know, have toxic substances getting into the flood waters and spreading.

I think the last area I'd like to ask about -- and by the way, I do fully support the renovation project with the concerns that have been raised and will be addressed in the conditions about the tree canopy, preserving it and trying to adjust for the -- to allow the future Grand Junction Path to proceed even if it results in some alterations to at least create more space for them to occur.

So the other question is about this whole mention of a, an opinion from the City Solicitor that the Board cannot do what you originally asked and waive the applicability of the Brown petition, the pending Brown petition. And I -- one thing that I ask is whether the Board received a formal legal opinion that's in the file, you know, to clarify exactly what she may have said.

CONSTANTINE ALEXANDER: That's not for us to do. I'm not -- the Brown petition and dealing with it is for the -- is for the petitioner and the appropriate city officials to deal with. We haven't been presented anything regarding the Brown petition. It's not really within the purview, in my judgment, of the Chapter 40A proceedings. Our charge is to give preliminary approval to this project to go forward and waive whatever zoning requirements that the project would not otherwise satisfy and whatever conditions we may impose on that. That's what this is about. The Brown petition to me is something I

don't want to get into it tonight. We've had no presentation regarding that. It's just not part and parcel of what we need to do tonight. There are other people --

MICHAEL BRANDON: Well, maybe the attorney could elaborate on what she said in terms of that. Do you agree?

BRENDAN SULLIVAN: It's not an issue.

CONSTANTINE ALEXANDER: No, no.

BRENDAN SULLIVAN: We're going to go round and round and round on something that's not an issue.

CONSTANTINE ALEXANDER: That's right. We're not going to deal with the Brown petition tonight, Mr. Brandon. I said it already. I said it. Counsel has accepted it. Drop it.

MICHAEL BRANDON: Fine. It seems like you could save the potential for them having to come back.

BRENDAN SULLIVAN: That's their problem.

CONSTANTINE ALEXANDER: That's right. It's their problem. And if they come back, it's probably going to be -- if they have to come back for an insubstantial change, and that's a much more streamlined procedure and --

MICHAEL BRANDON: So if I'm understanding what happened, is you are now withdrawing the request, the applicant is, withdrawing the request to be exempted from the Brown petition? Is that correct? So that's not before you?

CONSTANTINE ALEXANDER: It was not before us in the application. It was brought up tonight during the presentation. I don't want to deal with it. And I don't want to --

MICHAEL BRANDON: It is in the written application.

CONSTANTINE ALEXANDER: Right.

MICHAEL BRANDON: My question is, is that now being withdrawn? Because you can concur with the City Solicitor that this Board doesn't have the power to waive a pending zoning change --

ATTORNEY HANNAH KILSON: I think the --

MICHAEL BRANDON: -- that's in writing, it does exist. The Board knows what it is.

BRENDAN SULLIVAN: Has it been enacted?

ATTORNEY HANNAH KILSON: So -- right. The authority of the Board is to waive local requirements and regulations. And the definition of local requirements and regulations --

CONSTANTINE ALEXANDER: Thank you.

ATTORNEY HANNAH KILSON: -- by the regulation -- under the 40B regulations are that regulations or requirements that are in effect at the time of the filing of the application, that definition, within the regulations, unfortunately from the petitioner's position, creates a bar to their ability to have jurisdiction over our request. So we did make a request that they waive the application, but we recognize given the definition of local requirements and regulations that presently the Brown petition is not enacted and so is not in effect.

MICHAEL BRANDON: So you have withdrawn that request?

ATTORNEY HANNAH KILSON: Yes, we're not making -- it's our tenth request in our application and we're no longer seeking it because it lacks jurisdiction.

MICHAEL BRANDON: Okay. That's very helpful. And is there case law that you're aware of?

BRENDAN SULLIVAN: Michael.

CONSTANTINE ALEXANDER: Mr. Brandon, come on.

ATTORNEY HANNAH KILSON: It doesn't need to be case law because the definition provides for the basis.

MICHAEL BRANDON: Okay, thanks a lot. Sorry to take so much time.

CONSTANTINE ALEXANDER: Thank you.

Anyone else wishes to be heard in on matter? This petition I should say.

(No Response.)

BRENDAN SULLIVAN: Close it.

CONSTANTINE ALEXANDER: I plan to don't worry. The Chair will close public discussion or public comment I should say.

Discussion or do you want me to make a motion with regard to granting the Comprehensive Permit?

JANET GREEN: Motion.

ANDREA HICKEY: Motion.

CONSTANTINE ALEXANDER: Okay.

The Chair moves that we make the following findings with regard to the request -- the application for the Comprehensive Permit:

That the petitioner has demonstrated that they satisfy the jurisdictional requirements of Chapter 40A; namely, with regard to their status as a non-profit.



That they are a fundable project and that they have control of the site. And by definition they do that.

The Chair moves that we make further finding that the applicant has submitted to the Board a complete and satisfactory application for a Comprehensive Permit pursuant to the Code of Massachusetts Regulations, including preliminary site development plans, preliminary drawings. I think those are the main things. And a list of the required exceptions to local requirements and regulations which of course you've done.

Further, the Chair moves that we find that the applicant has met all of the jurisdictional requirements of Code of Massachusetts Regulations.

That the applicant has submitted in the written materials evidence concerning the continued need for affordable housing in the City of Cambridge and in the surrounding region.

On the basis of that evidence and the Board's knowledge of housing in the City of Cambridge, the Board -- the Chair moves that the Board find that there continues to be a regional need for affordable housing and a substantial unmet need for affordable housing in the City of Cambridge.

The project as indicated will consist of 300 units.

In reviewing the project, the Chair moves that the Board find that we have not identified any significant health, safety, environmental design, open space, or no adverse impact on storm drainage, traffic, or other engineering and planning matters that would support denial of the project or outweigh the local or regional housing need.

I move that the Board find that the relief from this -- that we have determined that the relief from the specific requirements of local restrictions and regulations requested by the applicant is necessary in this circumstance to ensure the creation of affordable housing and to allow for the construction of the project as proposed.

So based upon these findings that I've just proposed, the Board finds that the proposed development meets the requirement for a Comprehensive Permit under Chapter 40B, and that such a permit shall be granted to the applicant subject to the following conditions:

One, that final detail construction plans be submitted to the building inspector to ensure that the final plans are consistent with the preliminary plans submitted by the applicant. The first page of which has been initialed by the Chair. And that's what you've given me so far.

And that the project proposed in accordance with the recommendations of the Planning Board set forth in a memorandum of July 25, 2018; namely, that the petitioner continue to work with staff to determine whether additional existing mature trees on the site can be preserved, and that in an attempt to propose a robust replacement plan for those trees that have been removed.

And second condition set forth in the Planning Board's memo is that the petitioner continue to work with staff to explore design options that would not prevent the future establishment of the plan Grand

Junction pedestrian/bicycle path. This path has been a community desire for many years and is an important part of the City's overall strategy to promote walking and bicycling opportunities.

That's with that that's the last of the conditions that I propose. So I would ask for a vote that we approve this Comprehensive Permit subject to those conditions that I just identified.

ANDREA HICKEY: I wanted to remind you to add that the petitioners are allowed to put into effect an assignment of the ground lease without triggering their having to come back.

ATTORNEY HANNAH KILSON: Right. Request for the ability to transfer the Comprehensive Permit to Millers River, LLC at the time of our construction financing.

CONSTANTINE ALEXANDER: Do you need that in advance? I would be happy to make that.

ATTORNEY HANNAH KILSON: Yes, we do need that.

CONSTANTINE ALEXANDER: Okay. Let that be added to the conditions that we've identified.

ATTORNEY HANNAH KILSON: Thank you.

CONSTANTINE ALEXANDER: Anything else?

All those in favor of granting the Comprehensive Permit on the basis of the conditions I've identified, please say "Aye."

(Aye.)

CONSTANTINE ALEXANDER: Five in favor. Comprehensive Permit permit has been granted. Good luck and keep going.

(Alexander, Sullivan, Green, Hickey, Hammer.)

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