BOARD OF SELECTMEN

CALENDAR
FOR
TUESDAY, OCTOBER 25, 2016
SELECTMEN'S HEARING ROOM

- Neil Wishinsky- Chairman
- Nancy A. Daly
- Benjamin J. Franco
- Nancy S. Heller
- Bernard W. Greene
- Melvin A. Kleckner – Town Administrator

1. **ANNOUNCEMENTS/UPDATES**

6:30 P.M. **Selectmen to announce recent and/or upcoming Events of Community Interest.**

2. **PUBLIC COMMENT**

Public Comment period for citizens who requested to speak to the Board regarding Town issues not on the Calendar.
Up to fifteen minutes for public comment on matters not appearing on this Calendar shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Selectmen's office at 617-730-2211 or by e-mail at SOrsini@brooklinema.gov. The full Policy on Public Comment is available at http://www.brooklinema.gov/376/Meeting-Policies

3. **MISCELLANEOUS**

Approval of miscellaneous items, licenses, vouchers, and contracts.

A. **Question of approving the Joint Meeting minutes of September 8, 2016.**
Question of approving the Joint Meeting minutes of September 22, 2016.
Question of approving the minutes of October 18, 2016.

B. **Question of approving Contract No. PW/16-17 "Fiber Reinforce Rubberized Crack Sealing" to Sealcoating, Inc. for the purpose of applying Fiber Reinforced Rubberized**

DRAFT

Crack Seal at various locations throughout the town in the amount of $25,550.00.

C. Question of approving a Contract Amendment in the amount of $294,998.00 for the preparation of the Brookline 9th Elementary School Feasibility Study by Jonathan Levi Architects, LLC in connection with the 9th Elementary School Project.

a. Question of establishing a 9th School Project Oversight Committee and appointing a member of the Board of Selectmen to serve on the Committee.

D. Question of appointing the following citizens to assist the Police Chief with the biennial assessment and report on the Citizen Complaint Policy:

Arthur Sneider
Lee Greenblatt

E. Question of granting a Temporary Wine and Malt Alcoholic Beverages License (non-sale) to Larz Anderson Auto Museum for an Annual Dinner to be held on Friday, October 28, 2016 from 5:30pm-11pm at 15 Newton Street.

F. Question of granting a Temporary Wine and Malt Alcoholic Beverages Sales License for an Autumn Benefit Cocktail Party to The Brookline Senior Center to be held on October 26, 2016 from 5:30pm-9:30pm at 193 Winchester Street.

4. CALENDAR

Review and potential vote on Calendar Items

5. BROOKLINE POET LAUREATE

Brookline Poet Laureate Jan Schreiber will appear to provide an update on activities.

6. PLANNING & COMMUNITY DEVELOPMENT – PERSONNEL

Question of authorizing the filling of the following vacancy in the Department of Planning & Community Development:

Community Planner – GN-11

7. COMPTROLLER'S OFFICE – PERSONNEL

Question of authorizing the filling of the following vacancies in the Comptroller's Office:

(2) Senior Audit Clerk – C-6

8. BOARDS AND COMMISSIONS - APPOINTMENTS

Question of making appointments/reappointments to the Economic Development Advisory Board.

9. WARRANT ARTICLES

7:00 P.M.

Further review and final vote on the following Warrant Articles for the November 15, 2016 Special Town Meeting:

7 Emerald Island Special District
8 Emerald Island Special District Alternative
9 PILOT 25 Washington
10 Future Agreements 25 Washington
11 Sidewalk Resolution 25 Washington
19 Transit Parking Overlay District
22 FAR
34 Resolution Affordable Housing using Air Rights over Town Lot
32 Resolution Town Counsel funding for 40B Housing Appeals
17 Zoning By-Law EV Charging Stations
18 Resolution State Code for EV Charging Stations
31 Town Meeting Committee and OML
5 Sustainable Food Containers
6 Plastic Bags
3 Budget Amendments

10. WARRANT ARTICLES

Question of reconsidering the Board's vote on the following Warrant Articles for the November 15, 2016 Special Town Meeting:

Article 2 Collective Bargaining
Article 15 Solicitation Content Neutrality
Article 16 Resolution Town Responsibility EV Charging

Stations
Article 23 Consolidated Leaf Blower By-Law
Article 24 Resolution Leaf Blower Control Officer
Article 33 Resolution Senior Tax Relief Study Committee

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to Lloyd Gellineau, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2328; TDD (617) 730-2327; or e-mail at Lgellineau@brooklinema.gov

[redacted]

4. JOINT MEETING OF SCHOOL COMMITTEE AND BOARD OF SELECTMEN ON 9TH ELEMENTARY SCHOOL SITE SELECTION

The Joint Meeting of the Board of Selectmen and School Committee was called to order. School Committee members present: Ms. Ditkoff (Chairman), Mr. Pollak (Vice Chairman), Mr. Chang, Ms. Charlupski, Mr. Glover, Dr. Jackson, Ms. Scotto, Ms. Stone, and Ms. Stram.
Selectmen present: Mr. Wishinsky (Chairman), Ms. Daly, Mr. Franco (After consultation with the State Ethics Commission, Mr. Franco had been advised to recuse himself from participation in the site selection process as his participation would violate Section 19 of Chapter 268a. Mr. Franco joined the meeting at 7:25 PM after a vote was taken to remove certain sites from consideration at this time, noting that he no longer needed to recuse himself from participation in the site selection process as his participation would no longer violate Section 19 of Chapter 268a.), Mr. Greene, and Ms. Heller.
Staff present: Mr. Bott, Mr. Kleckner, Ms. Dunn, and other administrative staff.
Others present: Jonathan Levi and Philip Gray from Jonathan Levi Architects (JLA).

Ms. Ditkoff and Mr. Wishinsky called the Joint Meeting to order at 7:00 PM.

a. Review of 9th Elementary School Site Selection Process to Date

Ms. Dunn reviewed the 9th Elementary School Site Selection Process to date (Attachment B). She discussed why Brookline needs a new K-8 elementary school (dramatic and ongoing enrollment growth) and the consequences if we do not build a new elementary school (shortage of 27-30 classrooms across the district at the K-8 level; undersized cafeterias will result in all K-8 schools starting lunch before 10:30 AM; inadequate core facilities such as gymnasiums and libraries will not be addressed; expansion of the use of expensive, short-term solutions such as modular classes and rental space; class sizes continue to increase). Ms. Dunn provided an overview of what Brookline has been doing to address expanding enrollment (2009 Facilities Master Plan created by MGT; 2013 Brookline School Population and Capacity Exploration – B-SPACE – Committee; 2014 Override Study Committee Report; December 2014 Civic Moxie commissioned to identify possible locations for 9th elementary school), expanding in place 2008-2015 (54 classrooms added through Expand-in-Place since 2008; relocated administrative offices from school buildings into rental space; created new classrooms by dividing larger ones; converted hallways, locker rooms, and small rooms into substandard classroom spaces and administrative office space; expanded and utilized buffer zones to distribute enrollment increases across all school to balance overcrowding; reclaimed classrooms dedicated to Extended Day and other programs; spending $1 million annually for rental space for classroom and administrative offices). Ms. Dunn described the current site selection process (Civic Moxie Report identified 26 possible sites with six identified as most promising; Board of Selectmen and School Committee voted construction of a new elementary school as the preferred solution to address the ongoing enrollment growth; 14 public meetings; Board of Selectmen, School Committee and Advisory Committee all vote to forego Massachusetts School Building Authority – MSBA – partnership to allow for greater flexibility on cost, design and timeline; based on public input from October through January, Boards voted on further study of three sites:

Village School, Beverly Road, and Baldwin/Soule. Ms. Dunn noted that this has been a collaborative effort across town departments and commissions (Planning, Building, Park and Recreation, Advisory Committee and related subcommittees, Preservation Commission, and Conservation Commission).

b. Possible Vote to Remove Some Sites from Further Consideration at this Time

Mr. Wishinsky referred to the September 6, 2016 memo from Town Administrator Mel Kleckner and Superintendent Andrew Bott (Attachment C). He noted the process to date. Back in the spring the Boards voted to study three sites more thoroughly to assist them in making a final selection. The Boards were reluctant to remove other sites from consideration at that time pending reassurance from our outside consultant JLA that the three sites are viable. We now have this assurance and as a result, he would like to move that the Board vote to eliminate other sites from consideration at this time.

Mr. Wishinsky moved and Ms. Ditkoff seconded the following motion: Vote to remove from consideration at this time the following locations for the siting of a 9th elementary school: Cottage Farm/Amory Street; TJ Maxx-525 Harvard Street; Centre Street Parking Lot/Coolidge Corner; Old Lincoln School/Walnut Street; the Isabel School at Larz Anderson Park; Pine Manor College-Heath Street; Bournewood Hospital-South Street; and Putterham Meadows. Mr. Greene moved and Ms. Daly seconded an amendment to the main motion to remove from consideration the following sites permanently: Cottage Farm/Amory Street and the Isabel School at Larz Anderson. Mr. Greene stated that these two sites have too many issues. Removing Cottage Farm will enable us to engage with Boston University on the future use of the site, perhaps permanently designating it as open space. Other Board members spoke in opposition to the amendment. The motion to amend the main motion failed: Board of Selectmen – 1 in favor (Mr. Greene) and 3 opposed (Mr. Wishinsky, Ms. Daly, and Ms. Heller); School Committee – 0 in favor and 9 opposed. The Boards then voted on the main motion.

ACTION 16-58

On a motion of Mr. Wishinsky and seconded by Ms. Ditkoff, the School Committee and Board of Selectmen VOTED UNANIMOUSLY to remove from consideration at this time the following locations for the siting of a 9th elementary school: Cottage Farm/Amory Street; TJ Maxx-525 Harvard Street; Centre Street Parking Lot/Coolidge corner; Old Lincoln School/Walnut Street; the Isabel School at Larz Anderson Park; Pine Manor College-Heath Street; Bournewood Hospital-South Street; and Putterham Meadows.

At 7:25 PM Selectman Franco joined the meeting and stated that he no longer needs to recuse himself from participation in the site selection process as his participation would no longer violate Section 19 of Chapter 268a. He will file a report with the Town Clerk.

c. Presentation of 9th Elementary School Site Selection Study

Jonathan Levi and Philip Gray from JLA presented the findings of the three sites under consideration: Beverly Road, Baldwin School, and Village School – Stop & Shop site (Attachment D). Mr. Levi shared the results of the study comparing the sites across 38 different criteria and also presented broad cost ranges for all three sites. He shared illustrative site concepts designed to demonstrate how buildings could potentially be placed on each site. Mr. Levi's firm concluded that all three sites were appropriate for and had the physical capacity to support a school while also describing some of the specific complexities each site presented. He concluded his presentation by asking for Board input on the selection factors and ratings.

d. Board Discussion of Sites under Consideration

Board members asked questions and discussed their impressions of each site.

Ms. Daly disagreed with the Baker traffic rating of advantageous. The addition of that many additional students would likely have a serious negative impact. Mr. Levi suggested that the Boards hear directly from the Traffic Engineer. Ms. Daly also questioned the Baker Storm Water Drainage rating, noting that there is a sensitive ecological area behind the school.

Dr. Jackson asked about the parameters for the definition of parity with other Brookline K-8 schools and proximity to neighbors. Mr. Levi responded that the firm focused on open space when considering parity and focused on overall density of the neighborhood and adjacency to residential structures when considering proximity.

Ms. Scotto questioned the Baker ratings for proximity to neighbors, transportation, and parking. Mr. Levi explained their assumptions and noted that the Baker rating assumes that all teacher parking would be on site.

Ms. Heller asked whether we could improve some of the traffic and parking issues even if we don't select the Baker site. Mr. Levi replied that the current layout is inefficient. Improvements could be made, but this would involve discussion with the Conservation Commission.

In response to questions from Ms. Charlupski, Mr. Levi explained how each of the Baker site concepts would impact parking. He noted that there is more expansion room at Baker because it has 11 acres. The Expanded Village site concept also offers expansion potential.

Ms. Ditkoff requested clarification on the Baker and Baldwin ratings for traffic and safe access for biking and walking. Mr. Gray stated that they assumed that Baker would have a higher percentage of people in the area walking or taking cars and that Baldwin would have a higher percentage of students taking a bus. Ms. Ditkoff stated that this is a complicated issue that needs to take into account the system-wide effect. Mr. Levi agreed and may change this rating to "unable to determine" for all three sites. Ms.

Ditkoff shared earlier concerns about the Baker Storm Drainage and Proximity to Neighbors ratings. Mr. Levi reported that he will be having a preliminary discussion with the Conservation Commission tomorrow. Mr. Levi provided further clarification on the cost range for the sites: Baker ($85M-$100M); Baldwin ($85M-$90M) and Village ($110M-$135M for base and $120M-$145M for expanded).

Ms. Daly noted that schools all have programs that draw students from throughout the town. Unlike the other two sites, the Baker site is not accessible to public transportation. Mr. Levi stated that he will add Access to Public Transportation as a separate factor (had been a component of sustainability).

Ms. Charlupski questioned the Existing Building Demo rating for Baldwin. Mr. Levi agreed and stated that he may adjust this rating.

Dr. Jackson asked for additional information on vehicle use at Baldwin. Mr. Levi stated that the Park and Recreation Commission has expressed a willingness to share parking spaces and play fields. Article 97 restricts our ability to add vehicle circulation that is solely for the benefit of a school.

In response to a question from Ms. Stram, Mr. Levi explained the Village School queuing alternatives. He stated that Aspinwall access is not essential to the project unless you want to totally separate store and school traffic.

In response to a question from Ms. Heller, Mr. Levi stated that they did not assume solar photovoltaic devices at the Village site. He noted that the school could be oriented to the north and south to facilitate daylight harvesting for classrooms. Ms. Heller asked whether the Baker Wetland Concerns rating should be very disadvantageous (instead of disadvantageous). She asked about the possibility of underground streams at the Village site. Mr. Levi responded that they did not do borings, but did ask their Civil Engineer to do research. They are not aware of any underground streams at the site. He noted that there is a utilities easement along the north side (does not seem to be insurmountable).

Mr. Glover asked how additional expansion of the Village site footprint might impact the configuration. Mr. Levi responded that the "expanded" site already has lots of room. Any additional space could potentially be used for field space.

Mr. Franco asked about the Schedule and Cost Risk factors for the Village site. Mr. Levi responded that the firm has not done any borings at the site. Additional information could come in over the next six weeks that could impact the rating. Their Civil Engineers know the area. Historical usage includes a gas station and a factory.

In response to a question from Mr. Wishinsky, Mr. Levi stated that the estimated cost range for the Village Site covers gross costs, and does not include offsets from a supermarket.

Ms. Ditkoff asked for clarification on the Baldwin Deed Restriction rating. Mr. Levi noted that partnerships/agreements would need to be finalized and there is need for additional legal work. Soule has some deed restrictions. The Boards discussed Article 97 restrictions.

Ms. Ditkoff questioned the Provides Future Expansion Potential factor, noting that if another section is needed it would most likely be put across town.

e. Review of Upcoming Meeting Schedule and Process for Additional Public Input

Mr. Wishinsky and Ms. Ditkoff explained the next steps: continue to meet with Town Departments and commissions (Building Commission, Park and Recreation Commission, Planning Board, Preservation Commission, Conservation Commission, Advisory Committee and related subcommittees); upcoming meetings (September 14, 2016 Open House at Baker School, September 22, 2016 Public Hearing on Site Selection Study, September 28, 2016 Open House at Pierce School, and October 13, 2016 Joint School Committee and Board of Selectmen meeting to make a final site selection. Ongoing updates and information on how to provide written input can be found on the School Website (www.brookline.k12.ma.us/school9).

The Joint Meeting of the School Committee and Board of Selectmen adjourned at 9:00 PM.

A. - 7 Joint meeting minutes 9-22-16

5. JOINT MEETING OF SCHOOL COMMITTEE AND BOARD OF SELECTMEN: PUBLIC HEARING ON 9TH ELEMENTARY SCHOOL SITE SELECTION

The Joint Meeting of the Board of Selectmen and School Committee was called to order.
School Committee members present: Ms. Ditkoff (Chairman), Mr. Pollak (Vice Chairman), Mr. Chang, Ms. Charlupski, Mr. Glover, Dr. Jackson, Ms. Scotto, Ms. Stone, and Ms. Stram.
Selectmen present: Mr. Wishinsky (Chairman), Ms. Daly, Mr. Franco, Mr. Greene, and Ms. Heller (by phone).
Staff present: Mr. Bott, Mr. Lummis, Mr. Kleckner, Ms. Brewton, and other administrative staff.
Others present: Jonathan Levi and Philip Gray, Jonathan Levi Architects, and F. Giles Ham, Vanasse & Associates.

Mr. Wishinsky announced that Ms. Heller will be participating remotely, by phone, because he has determined that geographic distance makes Ms. Heller's physical attendance unreasonably difficult.

a. Welcome and Updates

Mr. Wishinsky and Ms. Ditkoff welcomed everyone. Mr. Wishinsky noted that the members of the Board of Selectmen are on public record that whichever option is selected, they are committed to keeping a full service supermarket at the Village site. Ms. Ditkoff expressed her appreciation to our educators, school leadership, the Police Department, and the Parks Department for the thoughtful and rapid response to the hateful graffiti found at the Brookline High School. She also expressed her gratitude to our educators and town staff for helping students deal with the impact of recent events in Charlotte and Tulsa.

Ms. Lummis reviewed the 9th Elementary School Site Selection Process to date (Attachment A). He discussed why Brookline needs a new K-8 elementary school (dramatic and ongoing enrollment growth) and the consequences if we do not build a new elementary school (shortage of 27-30 classrooms across the district at the K-8 level; undersized cafeterias will result in all K-8 schools starting lunch before 10:30 AM; inadequate core facilities such as gymnasiums and libraries will not be addressed; expansion of the use of expensive, short-term solutions such as modular classes and rental space; class sizes continue to increase).

Mr. Lummis provided an overview of what Brookline has been doing to address expanding enrollment (2009 Facilities Master Plan created by MGT; 2013 Brookline School Population and Capacity Exploration – B-SPACE – Committee; 2014 Override Study Committee Report; December 2014 Civic Moxie commissioned to identify possible locations for 9th elementary school), expanding in place 2008-2015 (54 classrooms added through Expand-in-Place since 2008; relocated administrative offices from school buildings into rental space; created new classrooms by dividing larger ones; converted hallways, locker rooms, and small rooms into substandard classroom spaces

and administrative office space; expanded and utilized buffer zones to distribute enrollment increases across all school to balance overcrowding; reclaimed classrooms dedicated to Extended Day and other programs; spending $1 million annually for rental space for classroom and administrative offices).

Mr. Lummis described the current site selection process (Civic Moxie Report identified 26 possible sites with six identified as most promising; Board of Selectmen and School Committee voted construction of a new elementary school as the preferred solution to address the ongoing enrollment growth; 14 public meetings; Board of Selectmen, School Committee and Advisory Committee all vote to forego Massachusetts School Building Authority – MSBA – partnership to allow for greater flexibility on cost, design and timeline; based on public input from October through January, Boards voted on further study of three sites: Village School, Beverly Road, and Baldwin/Soule. Mr. Lummis noted that this has been a collaborative effort across town departments and commissions (Planning, Building, Park and Recreation, Advisory Committee and related subcommittees, Preservation Commission, and Conservation Commission). He provided a summary of public participation and a snapshot of public input on the three sites and noted additional questions and comments.

Mr. Levi discussed the various steps of this project, noting the need in the initial stage to carefully balance dollars spent on investigation with risk reduction. Information is not complete, but they made a judgment about what is enough information to move forward. Mr. Levi provided an update on meetings with boards and commissions. The Conservation Commission and Agent made no promises, but noted that the kind of intervention suggested for Baker is not very different from other interventions that have been done across town. Mr. Levi stated that F. Giles Ham, Vanasse & Associates, Inc., will be presenting the traffic study. They looked at strategies to reduce the impact of traffic in the neighborhoods by moving it off the streets and on to the site. They looked at queuing for drop-off and pick-up, bus flow, and teacher/staff parking. The Baker option would allow for total on-site queuing and parking.

Mr. Ham then presented his conclusions (noting the limitations of information). Their goal was to determine the most successful plan for each site. Safety is the primary concern. The most critical issues are parent drop-off, queuing, and parking. Their study indicated that the following could be provided at the three sites: Baker (Parking Spaces-300 Total; Parent Queuing-900 feet; Bus Queuing-360 feet; Site works very well); Baldwin (Parking Spaces-120; Parent Queuing-460 feet; Bus queuing-160 feet; Hammond very congested during peak period; a tighter site; cannot get the queuing area would like at this site); and Village (Parking Spaces-60; Parent Queuing-900 feet; Bus Queuing-200 feet; is workable).

b. Public Hearing on 9th Elementary School Site Selection

1. Jane Pinto, Director, Brookline Schools Staff Children's Center
She asked for continued support/space for the Brookline Schools Staff Children's Center, which is currently housed in the Baldwin School. The program offers a high level of care and early education and enables our teachers to focus on teaching. Access to outdoor space is extremely important. The program would like to continue to grow as school enrollment and school staff increase.

2. Stephanie, McAllister Poon, Brookline Teacher
She spoke in support of maintaining space for the Brookline Schools Staff Children's Center. Access to this program has made her a more devoted teacher in Brookline. The children are cared for by teachers who have made this job their lives' work. The Center is designed around teachers.

3. Adrienne Bowman, 416 VFW Parkway, Town Meeting Member Precinct 16
She spoke in support of building the 9th elementary school in South Brookline. People have noted issues with both the Baldwin and Baker sites, but she is hoping there will be cooperation. The 9th elementary school needs to be in South Brookline because of planned development, Baker overcrowding, and distance to other schools.

4. Michael Manov, 2 St. Paul Street
His condominium building abuts the Village site. It is a very dense area. He is concerned that the supermarket would be closed during construction. The association would resist having their land taken. The Village site is less than a third of the Baker site and the cost would be at least 50% higher than Baker. We shouldn't spend more to get less. There are 49 families in his association and they need to be protected. They have hired an eminent domain lawyer and will fight against the access road. This will cause a delay. The Baker site does not require any takings.

5. Yvette Johnson, 99 Kent Street, #119
She is concerned with the potential loss of Stop & Shop. The store is close by and convenient, particularly for seniors, and has better prices than other area stores.

6. Michelle Morrissey
She supports a 9th elementary school in South Brookline at either site. Development will increase and there is overcrowding in the classrooms, common space and roadways. Urged the Boards to select a site on October 13 and encouraged everyone to put aside personal interests and support building a great new school in Brookline.

7. Dave Gacioh, 7 Fairway Road
B-SPACE concluded that Baldwin was a bad spot for a new school. Very few kids live nearby so it would require a lot of redistricting and busing. Baldwin was not part of the Civic Moxie analysis. No one has explained why things are different now. How many kids could walk and how many would have to be bused? We need to see the data before

making a decision. We should try to maximize the number of kids across town that can walk and minimize the number of families who get a negative impact.

8. Jane Flanagan, 854 Hammond Street, Town Meeting Member Precinct 15
She expressed concern about traffic and the status of the day care. There is no plan in place. This would be the only school that would not serve the people in the precinct it is housed. Her immediate neighbors prefer the Baker site. We need to consider traffic and the children's safety.

9. Richard Nangle, 854 Hammond Street, Town Meeting Member Precinct 15
Baker is a better site. Hammond Street is gridlock. He urged people to see it. Baldwin isn't where the need is. It will be the least walkable school and most families will need to drive. There is no safe egress. It will greatly increase traffic in an area with a lot of schools. It has the potential to lead to more development, which could mean a loss of affordable housing. The Baker proposal has an excellent on-site traffic mitigation plan.

10. Charlie Robbins, 630 Hammond Street
Soule is a very special spot. He expressed concern with the process. People near Baldwin didn't know that the site was being considered until they received the abutters' notices. He urged the Boards to pay attention to the consultants' findings.

11. Rena Silevitch, 70 Harvard Avenue
Access from Aspinwall/St. Paul is problematic and will end up in court. She noted that the store currently opens at 7:00 AM. Scheduling deliveries at off hours will impact neighbors. She is concerned with the impact on children's safety. This is the most expensive option and it would result in a substandard school.

12. Michael Silevitch, 70 Harvard Avenue
The Stop & Shop parking lot once housed a gas station. If environmental mitigation is needed, it will significantly impact the cost. Why wasn't Parsons Field considered?

13. Robin Levine, 15 Oak Street
Traffic is very dense on Hammond Street and Oak Street. Parents will try to use Oak Street for drop-off. It is a very narrow street. Not many children in the area attend public schools so there would need to be a lot of busing. Less than 10% of the children would be walkers. What would happen to the mature trees in front of the property? Will other children be allowed to use the Soule play space during the day?

14. Kathie Wrick, 630 Hammond Street
A 40-unit development will be built at the corner of Hammond Street and Route 9, adding to traffic congestion. The students aren't in the Baldwin area. There is not adequate space or safety for bicycling.

15. Julie Gross, 629 Hammond Street
She agreed with previous speaker and expressed concerns about safety and air and noise pollution.

16. Rosalind Palter, 640 Hammond Street
Baker is the best option. The traffic there could be controlled.

17. Julie Jette, 93 Payson Road
She supports a 9th school in South Brookline. The data supports this. She urged the Boards to continue to use the data available to make a decision.

18. Jon Gould, 630 Hammond Street
He hopes the spirit of the town is preserved, part of which is that children can walk to schools, whenever possible. He stressed the need to consider safety. Baker is the best alternative.

19. Jeff Engelman, 146 Beverly Road
He expressed concerns about the Baker site. Consider equity in education. There would be 1,600 students on one campus. Schools should be appropriately sized. Consider the impact of displacement of current Baker students for multiple academic years, conservation, zoning, wetlands, and student safety.

20. Marcy Sacks, 102 Wallace Road
She supports building a school in South Brookline and supports the Baldwin site. The site is an underutilized gem and would be an incredible learning environment. She noted the landscape, the parking in the backs, three entry ways, the fields, and open space. Brookline has a K-8 model. No school should have 1,600 students in one place. Over 260 residents signed a petition in support of the Baldwin site.

21. Ellen Gilmore, 24 St. Paul Street
She expressed concern that their parking lot might be taken by eminent domain. How will parents, shoppers, and delivery trucks enter and exit the site? Where will the turn-around be? The St. Paul intersection is very dangerous and traffic goes very fast. The Billy Ward Playground and the nearby crosswalks are used by families with very young children. She is concerned about the impact on their safety.

22. Elaine Fleming, 10 Vernon Street
She expressed concerns about the impact of a Village School on traffic. The Traffic Study focused on getting traffic off the street, but we need to consider how the traffic will get there. The traffic at Vernon Street is already difficult. Traffic studies were done in June and September. Are those the heaviest use months? How will traffic be impacted by snow and ice? Buses stopping on Harvard Street will block traffic and visibility. The sidewalks on Harvard Street are very narrow.

23. Fred Pinches, 49 Marion Street.
A 9th school won't solve our problems. In five years we will have enough students to fill two more schools. The cost will be prohibitive and the voters don't know what they are paying for. No one is talking about the cost of interest and debt service. We are well over capacity and should look at scheduling double sessions in the schools on an emergency and temporary basis. We need good space utilization and planning. We could reach our goal faster and it would be less expensive.

24. Dave Pantalone, 19 Alton Place
A 9th school won't solve all our problems. We will need a 10th school. None of the sites being considered are in the middle of town. Six out of eight existing schools are in North Brookline. There will be busing no matter where we build the 9th school. The Village site is very close to the Pierce School. He is concerned with the potential impact on traffic. The Village site is the most costly and has the most risk. We should consider community impact, open space, and energy efficiency.

25. Tricia Marks, 20 St. Paul Street
She is concerned with the proposal for the Aspinwall access road. Traffic is already bad and it is a dangerous intersection, with many accidents. Children would have to walk through parking lots and that is very dangerous. Who would provide snow removal? This proposal would impact 99 families. We need a new school, but this is not the answer.

26. Kay George, 693 Hammond Street
She is concerned with traffic and safety at the Baldwin site. The Baker site has more open space and opportunities for children to develop an appreciation for the environment and conservation.

27. Stephanie Sacharow, 133 Wolcott Road
She is a Baker parent and is worried by the prospect of adding 800 additional students. The school is already over-crowded. Building at Baker will have a major negative impact on the neighborhood and the school experience. How will they control crowds and bullying? Loss of a field would be a major loss. Traffic will be an issue. It may be difficult to get emergency vehicles to the school. It will no longer be a walker/biker school. Baker will be absorbing the entire burden of the growing population in Brookline.

28. John Hebert, 21 Auburn Street
He expressed concerns about the Village site. Building a school at the Village site will contribute to overcrowding in North Brookline by encouraging more development. He noted issues of traffic, infrastructure, safety, lack of open space, and busing. Harvard is already incredibly crowded. He spoke against a hybrid plan.

29. Lynne Jadd, 86 Griggs Road
Residents in the area depend on the Stop & Shop and it is not fair to build another school in this section of Brookline. She suggested phasing out non-resident student programs and ensuring that all students are legal residents of Brookline so that we can avoid another override.

30. Carolyn Thall, 66 Beverly Road
She referred to the petition signed by over 260 residents in support of a new school at Baldwin, not Baker. She noted the potential loss of trees at Baker.

31. Eliot Schickler, 3Auburn Place
The Village site is the most expensive option and could negatively impact traffic and safety. The site is within walking distance to three other schools. The east side of Brookline does not have a school. He suggested looking at the possibility of acquiring the Cadillac Olds Building or the New England Hebrew Academy sites. There is already a great deal of traffic at the Village site.

32. Marc Marchiel, Beverly Road
He is concerned that having 1,600 students at Baker will exacerbate the traffic situation. There would be a two-way road in the middle of the elementary school. There is the possibility that existing Baker would need to be closed during construction. Consider parity. This would be the largest elementary school in the state. There is an inverse relationship between school size and performance. The cost, including rightsizing existing Baker, would be $105M-$120M. Adding to Baker at a later date could be a stopgap measure. He would like to see the matrix reflect the collective judgments of the Boards.

33. Deb Abner, 265 Russet Road
She doesn't think that Baker expansion is the best option. She is concerned about the impact on traffic, green space, trees, the delicate ecological system, and the safety of children getting in and out of the buildings.

34. Nancy Tremblay 57 St. Paul Street
They do not have a car and having the Stop & Shop close by is very important to them. Closing the store for even a short period of time would be a hardship. North Brookline is at capacity. There is already a lot of noise, construction, and development in the area. She is concerned about the children's safety. People don't always follow the traffic rules. There are already two schools in the neighborhood.

35. Julie Schreiner Oldham, 24 Grassmere Road
She is a Baker parent and they walk to school. A "megaschool" is not the solution even if means that her family and other families will get bumped to another school. She would rather have that happen for the greater good of the school. Baker is not the right place for another school. Many of the people who signed the petition in support of the Baldwin site would be bumped out of Baker.

36. David Green, Beverly Road
We need to study what makes most sense for children pedagogically before making a decision. Does having 1,600 students on one site make sense for the children?

There being no more people wishing to speak, Mr. Wishinsky and Ms. Ditkoff closed the public hearing at 9:20 PM.

c. Board Discussion

Ms. Ditkoff spoke to the issue of redistricting. She noted that the experts have warned them that any maps developed at this stage are illustrative based on short-term information and that we should not make long-term decisions based on short-term information. We will need to make a decision on a site without knowing everything we would like to know about issues such as walkability and busing. Ms. Ditkoff explained that staff is gathering information on the current location of children and dwellings with respect to the existing schools, the pipeline of currently known developments, locations, and currently estimated bedrooms. Staff is developing an analysis of where future development might happen by right within existing zoning. They have started discussing the criteria and methodology for redistricting used in earlier efforts. The process can take more than six months. Dr. Jackson noted that at this stage, we are trying to pick a site, not a building. Board members then provided input and raised questions regarding the three sections of the Matrix (Attachment C): Location Factors, Site Size and Configuration, and Schedule and Cost risk Factors for the three sites (Village, Baldwin, and Baker).

Village Site
Village Site Location Factors
Mr. Greene: Discussion of the Village Site has focused on safety. This site would the safest site in terms of accessibility to the play areas. We already have one urban school – Devotion. He would not want this discussion to prejudice future consideration of an urban school.

Ms. Stone: She recommends not including "Can be Intimidating to Cross" in the Matrix comments and analysis and changing the rating to, at least, neutral. We have many students that already cross busy streets (e.g., Harvard, Beacon, and Route 9) to get to a number of schools. She noted that the students in need of space live primarily in North Brookline. She suggested adding Where the Children Live and Number of Schools Nearby that Require Relief factors to the Matrix.

Ms. Scotto: She questioned why Traffic Impacts is rated Disadvantageous instead of Very Disadvantageous. This would have a major impact on traffic flow on Harvard Street. We should not assume that we will need less parking for teachers because of the access to public transportation. Elementary teachers often have meetings at other schools and need to carry things so they may not be able to take public transportation.

Dr. Jackson: We need a shared definition for all of these factors, including Traffic Impacts.

Ms. Stone: She agreed with Dr. Jackson on the need for common benchmarks against which to measure. We need to consider whether any of the alternative routes could actually help mitigate current traffic congestion.

Village Site Size and Configuration
Ms. Daly: This site is more expensive than the other options. She is also concerned with Parity with Other K-8 Schools. This school would have a relatively small play area on the roof. Mr. Levi stated that this rating focused on opportunities for open space and the building configuration, not what is within the buildings.

Ms. Stram: She suggested including any data on the dimensions on the Matrix. This will help the community conversation be around common factors.

Ms. Stone: Playgrounds, Recess and Fields conflate the desire to have fields for after school and weekends (a community asset) and the needs of an elementary school for open space during the day.

Village Site Schedule and Cost Risk Factors
Ms. Charlupski: She suggested that Acquisitions-Schedule be rated Very Disadvantageous/High Risk rather than just Disadvantageous. Mr. Wishinsky noted that Stop & Shop doesn't own the site, so there is no guarantee that Stop & Shop will stay there. He believes that the best opportunity to maintain a supermarket on the site is to engage in a partnership with the town. The consultants have stated that acquiring the access road is not essential to making the site work. Ms. Ditkoff noted that nothing is off the table until we have a high school.

Baldwin Site
Baldwin Location Factors
Ms. Charlupski: Traffic Impacts had been rated Disadvantageous, but is now rated Very Disadvantageous/High Risk, perhaps because of the queuing. She noted that none of our schools currently have on-site queuing. Some of the traffic might be mitigated through the assistance of a police officer and additional busing.

Mr. Glover: He asked that the consultant comment on traffic issues in the absence of queuing. Mr. Giles stated that 800'-900' of queuing space is desirable, but the site doesn't accommodate this. A separate issue is the traffic congestion on Route 9 and Hammond Street. Adding traffic from a school will make that worse. It is a constrained site. There would still be an issue even with 900' for queuing. He believes that traffic would be worse at Baldwin than at the Village site.

Ms. Daly: She suggested the possibility of building a smaller school at the Baldwin site that might enable more queuing space. Mr. Giles stated that if the school was half the

size (approximately 400 students), they could have on-site queuing. A smaller school would lessen the impact on Hammond Street, but it is very congested.

Ms. Stram: We cannot pick a site without keeping in mind the longer term set of decisions we need to make and the next step down the road that solves the broader problem.

Mr. Glover: Do we know how many students attend the two day care centers? (Meeting attendees said that Baldwin Day Care has approximately 35 students and Soule has approximately 60.) Mr. Glover asked if there is any possibility for queuing in the parking area. Mr. Levi stated that they explored this. They have received a lot of cooperation from the Park and Recreation Commission in sharing the large parking area and play fields, but he is less confident that that there could be dedicated drop-off and pick-up in the Soule area. At this point the answer is no. In response to a question from Ms. Ditkoff, Mr. Levi stated that this could make a difference. They could achieve 900' of queuing space. This would mean that we wouldn't have traffic backing up on to Hammond and it might displace the curb cut entrance further to the east up Heath Street.

Ms. Heller: She is intrigued by the idea of being able to expand Baker at a later date. That may solve problems for many years to come. There must be a way to solve the traffic issues. We shouldn't reject any notion as to where we will build. The Village site is very complicated.

Ms. Stone: Ratings for Community Use seem subjective. Can we use common definitions that make the ratings more comparable? Mr. Levi stated that Community Use looks at whether there is an extra use that enhances community life. Ms. Stone noted that Community Use and Community Access/Use have the same comments.

Mr. Greene: The Baldwin site should be comparable to the Village site, not the Baker site, for the Fire Department Response Time rating. He suggested taking out the Proximity to Public Transportation factor. Ms. Daly agreed with the comment on Fire Department Response Time. The Police Chief opined that it is difficult to get ladder trucks to Baker. Mr. Pollak stated that this rating is based on the number of fire stations that have access to the site.

<u>Baldwin Site Size and Configuration</u>
Ms. Charlupski: She noted that the school wouldn't be able to use the full 2.68 acres. Ms. Ditkoff agreed that getting that parity is important.

Mr. Greene: The Overall Student Safety comments are not accurate and should not be included.

Ms. Stone: Program Displacement should be considered during Feasibility, not in Site Selection. We don't know at this point what will happen to the programs. She questioned the Disadvantageous rating, which is based on an assumption that the program

will be displaced. Ms. Ditkoff stated that there is an assumption that, with the exception of a 1,600 student school, the Educational Program would be comparable across the schools. Pedagogy was considered, but it was assumed that, with the one exception, the programs would be comparable. Mr. Wishinsky stated that he would want assurance that a vote for Baker would be for two schools, not a "megaschool." Ms. Stone suggested not including the Program Displacement factor or changing it to Disruption of Current Use.

Mr. Franco: He asked for clarification on the relative ratings for Topography and Underground Obstacles. Mr. Levi replied that all three sites have slope and ledge issues.

Baldwin Schedule and Cost Risk Factors
Ms. Charlupski: She asked why Baldwin Construction Duration is Disadvantageous while Baker Construction Duration is rated Advantageous. Mr. Levi stated that he spoke to their estimator Richard Marks. The rating reflects the fact that Baldwin is a restrictive site and the existing Baldwin School would need to be demolished so there is more phasing. Baker has 11 acres and this would be good for separating construction from current use. In response to a question from Mr. Greene, Mr. Levi stated that if we don't right size existing Baker, it could stay in use during construction. Mr. Greene stated that we should consider the nature of the disruption and which proposals would be most disruptive during construction. Mr. Pollak suggested that this might be part of Feasibility. Ms. Stram stated that certain of these criteria are implementation questions. We shouldn't make a choice based on construction impacts, but should try to mitigate disruption during construction.

Ms. Ditkoff: It is important to understand the Baldwin tennis court deed restrictions.

Baker Site
Baker Location Factors
Mr. Glover: How many more children might there be in the area from possible new developments? Ms. Ditkoff stated that Ms. Dunn is working on coming up with a range. Director of Planning and Community Development Alison Steinfeld stated that she has been working with Dr. Connelly on developing a projection based on possible 40B projects and projected development.

Ms. Daly: She questioned how Baker could be rated Advantageous for Traffic Impacts, with the addition of 800 students and whether the consultants' analysis factored in the number of K-1 parents who park and walk their children into school. Mr. Pollak stated that the architect has said that taking all the queuing and parking off of Beverly Road will improve traffic. Their design addresses parking for drop-off. The consultant believes that the traffic could be improved. We need to understand that there will be a cost to this. We won't get the best solutions at the bottom of the cost range. Mr. Levi stated that their plan does accommodate parents who want to park and walk their children into school. Putting all queuing and parking on-site will improve traffic flow. They have not really looked at outlying traffic issues. They have that problem on all three sites. They believe

that the local traffic situation immediately adjacent to the Baker is superior to the other sites. Village isn't bad.

Ms. Daly: It is difficult to see how the Baker option would addresses our overcrowding problem in North Brookline. Ms. Stone suggested adding relative need in terms of school populations near the site as one of the Location Factors. Baldwin would be a little better than Baker at drawing some children from the north part of Brookline. Ms. Stone noted that there will be a shift, no matter where the school is built. Ms. Ditkoff stated that we don't know at this point the net walkability for the town. Ms. Stone stated that it is important to know where the schools are that are overcrowded.

Mr. Pollak: We have been reassured that we could build at Baker without significant degradation of the sanctuary, but it is important to recognize that we would still be losing significant woodland at Baker and Baldwin. Ms. Ditkoff suggested that someone estimate carbon footprint.

Mr. Greene: He asked for clarification on the Sustainability-Daylighting/Orientation Factor. Mr. Levi stated that they mainly considered the orientation of the building and its ability to capture sunlight.

Ms. Stone: She asked for clarification on the Makes Right-Sizing Baker More Efficient Factor. Ms. Ditkoff stated that right now Baker is at 4 ½ sections, not 4. If you were to build at Baker, it would make it more efficient to do alterations at existing Baker. Mr. Pollak noted that the Baker cost range should be $85M-$120M.

Ms. Daly: She is concerned with having 1,600 students on one site and noted the impact on supervision of young children.

Ms. Charlupski: She asked the cost of a three-section school at Baldwin. Mr. Levi stated that they were not asked to study that.

Ms. Scotto: She questioned the Advantageous rating for Proximity to Neighbors. There are neighbors across the street from the school, next to the parking lot, and next door to the trees that might be removed.

<u>Baker Schedule and Cost Risk Factors</u>
Ms. Charlupski: She asked for clarification on why Potential Article 97 Challenge Factors isn't rated Advantageous.

Ms. Ditkoff asked that Board members forward any additional thoughts on the sites to staff. She asked that staff note on the Matrix where there is divergence of opinion. Mr. Chang suggested that we pay attention to the experts' analysis. He feels that Schedule and Cost Risk Factors are the most important considerations. We need to eliminate sites and prioritize what we need in terms of new information. Ms. Scotto noted that the traffic analysis was done in June and would be different at other times of

the year. Mr. Levi stated that JLA will be compiling the comments and summarizing the process in a report. The Boards will receive the report a week or so before the vote as a resource for decision making. JLA will incorporate changes and ask the Chairmen for feedback. Ms. Ditkoff stated that the Boards may need another deliberation before the scheduled vote on October 13, 2016.

TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Andrew M. Pappastergion
Commissioner

INTEROFFICE MEMORANDUM

To:	Board of Selectman
From:	Andrew M. Pappastergion- Commissioner of Public Works
Date:	October 18, 2016
Re:	Award of Contract No.PW/16-17 Fiber Reinforce Rubberized Crack Sealing
Cc:	Peter M. Ditto, P.E., P.L.S.-Director of Engineering & Transportation

For your meeting on October 25, 2016, I have submitted a request for awarding Contract PW/16-17, in the amount of $25,550.00.

The purpose of this Contract is to apply Fiber Reinforced Rubberized Crack Seal at various locations throughout the Town. .

On Thursday, September 29, 2016 proposals for the "Fiber Reinforced Rubberized Crack Sealing # PW/16-17, were publicly opened and read. There was one bid received, which is as follows:

Sealcoating, Inc.	$25,550.00

The Department of Public Works recommends that this Contract be **awarded** and **executed** with Sealcoating, Inc. 825 Granite Street, Braintree, MA 02148 in the amount of $25,550.00

333 Washington Street • Brookline, Massachusetts 02445-6863
Telephone: (617) 730-2156 Facsimile: (617)713-3727
www.brooklinema.gov

C. - 1

JLA Feasibility study

TOWN of BROOKLINE

Massachusetts

BUILDING DEPARTMENT

Daniel Bennett
Building Commissioner

TO: **Board of Selectmen**

FROM: Ray Masak, PE Project Manager

SUBJECT: Brookline 9th Elementary School Feasibility Study

DATE: October 19, 2016

On the Calendar this week, the Building Department is requesting the approval of an amendment for the preparation of a feasibility study for the subject project in the amount of $294,998. Jonathan Levi Architects, the firm responsible for the siting study, will continue with this effort.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY17. This work of this study will commence upon contract execution and the study report is expected to be completed by May of next year.

The Building Department will be available on Tuesday evening to answer any questions. Thank you for your consideration.

BROOKLINE 9TH ELEMENTARY SCHOOL
Design Fee Proposal
Feasibility Study

Fee Summary

Total Architectural Fee w/o consultants	***$207,998***
Consultants	***$87,000***
Reimbursables, included below	***$0***
Total Fee	***$294,998***

Personnel	J Levi	P Gray	Des 1	Des 2
Rate/ Hour	$345	$196	$92	$65

Task 1) Preliminary Design Program **10/14/16 - 2/15/17**	J Levi	P Gray	Des 1	Des 2
Task 1.1) Produce Formal, bound Preliminary Design Program **2/1/17 - 2/15/17**	4	8		24
Task 1.2) Introduction **10/14/16 - 10/31/16** Work with town to confirm design enrollment, capital budget, project directory, and project schedule	1	2		
Task 1.3) Educational Program **10/14/16 - 11/30/16** Review relevant K-8 Space Program and Educational Program info provided by Town (Devo and other background info)	3	6		
Analyze parity with other Brookline K-8 Schools. Develop and present Program alternatives as Bubble Diagrams.	2	8	6	6
Review of program alternatives with Brookline	6	6		
Revise alternatives and diagrams	2	2	5	
Task 1.4) Initial Space Study **11/1/16 - 11/30/16** Develop full space summary program including enrollment, size, functional and spatial relationships, adjacencies, etc.	6	12		
Task 1.5) Evaluation of Existing Condtions: **10/14/16 - 11/30/16** Initiate survey, traffic, geotechnical, geoenvironmental, hazmat and utility assessments. Time included in Task 4 below.	0	0	0	0

Task 1.6) Site Development Requirements **11/15/16 - 1/15/17** Prioritize and document goals for the project site	1	2	2	
Conduct a visioning session to identify energy conservation measures to achieve the lowest possible EUI and the potential of a net zero building.	1	2		
Assess the use of on-site renewable energy including limitations/ constraints		2		
Identify limitations to achieving a net zero building		2		
Vehicular access and parking study	4	2		4
Circulation of the general public	2	2		
Develop at least 3 conceptual site design alternatives	20	12	24	32
Task 1.7) Preliminary Evaluation of Alternatives **11/15/16 - 2/15/17** Develop at least 3 alternatives	46	50	64	80
Review of conceptual alternatives with Brookline	8	8	16	
Revise alternatives	20	24	40	72
Constituent Meetings (Prep and Presentation of Preliminary Findings, with Cost Estimates)	12	16	60	80
Subtotal Hours	138	166	217	298
Subtotal Cost	$47,610	$32,536	$19,964	$19,370
			TOTAL	***$119,480***

Task 2.0) Preferred Schematic Report **2/16/17 - 4/10/17**	J Levi	P Gray	Des 1	Des 2
Task 2.1) Introduction **4/1/17 - 4/10/17** Summary including capital budget, project schedule, existing condtions, evaluation of alternatives and preferred solution.	2	4		
Task 2.2) Evaluation of Existing Condtions: See task 1.5 above. Time included in Task 4 below.	0	0	0	0
Task 2.3) Final Evaluation of Alternatives **2/16/17 - 3/22/17** Refine alternatives	16	24	24	24
Review of conceptual alternatives with Brookline	6	6	16	
Revise alternatives	10	12	20	30
Constituent Meetings (Prep and Presentation of Preferred Solution)	12	20	60	60

Task 2.4) Preferred Solution 3/23/17 - 4/10/16				
Develop Preferred Solution	32	12	80	60
Produce Formal, bound Preferred Schematic Report	2	6	20	30
Subtotal Hours	80	84	220	204
Subtotal Cost	$27,600	$16,464	$20,240	$13,260
				TOTAL ***$77,564***

Task 3) Town Meeting Presentation May 2017	J Levi	P Gray	Des 1	Des 2
Meeting Prep and Presentation	10	10	32	40
Subtotal Hours	10	10	32	40
Subtotal Cost	$3,450	$1,960	$2,944	$2,600
				TOTAL ***$10,954***

Task 4) Sub Consultants 10/14/16 - May 2017	
Civil / Wetlands- Nitsch	$3,000
Code / Zoning - Howe	$3,000
Cost Estimator, Constructability, Phasing, Risk Analysis - Daedalus	$18,000
Environmental - EndPoint	$8,000
Geotech - H&A	$10,000
Historic - BCA	$1,000
Landscape - Burck	$1,000
MEP - GGD	$6,500
Structured Parking - Simon	$2,000
Structural - LeMessurier	$4,500
Surveyor - TBD	$15,000
Traffic Consultant - Vanasse	$15,000
Note: Subconsultant costs include 10% JLA management and coordination fee	***TOTAL*** ***$87,000***

TOTAL ***$294,998***

SCHEDULE OF MILESTONE DELIVERABLES

9TH ELEMENTARY SCHOOL

FEASIBILITY STUDY

Cost Estimates

10/10/16 | 10/17/16 | 10/24/16 | 10/31/16 | 11/7/16 | 11/14/16 | 11/21/16 | 11/28/16 | 12/5/16 | 12/12/16 | 12/19/16 | 12/26/16 | 1/2/17 | 1/9/17 | 1/16/17 | 1/23/17 | 1/30/17 | 2/6/17 | 2/13/17 | 2/20/17 | 2/27/17 | 3/6/17 | 3/13/17 | 3/20/17 | 3/27/17 | 4/3/17 | 4/10/17

Notice to Proceed 10/18/16

Task 1:Data Collection and Discovery

Identify Site Constraints, Regulatory Risks, Scheduling, Traffic, Complexity and Cost Factors. Include Survey, Utility Analysis, Geotechnical Report, Phase 1 Site Assessment, and Hazmat Assessment

Task 2: Visioning and Programming

9th Elementary - Issue Preliminary Design Program 11/14/16

Task 3: Conceptual Design Alternates

Develop 3 Alternative Design Strategies

Preliminary Evaluation of Alternative Design Strategies

Final Evaluation of Revised Test Fit Alternatives

Recommendation of Preferred Solution

Issue Preferred Schematic Report 4/10/17

Task 4: Community Engagement and Approval

Regular Meetings with Local Community, Parents, Business Leaders and Town Agencies to Proactively Build Community Support

PRESENTATION TO TOWN MEETING MAY 2017

BROOKLINE POLICE DEPARTMENT

Brookline Massachusetts

DANIEL C. O'LEARY
CHIEF OF POLICE

September 21, 2016

To: Melvin Kleckner, Town Administrator

From: Daniel C. O'Leary, Chief of Police

Subject: Periodic Assessment of Citizen Complaint Policy

As part of our Citizen Complaint Policy, there is a requirement that a periodic assessment of the process be conducted by two citizens.

This section of the policy states:

The Police Chief assisted by two civilian citizens, appointed by the Board of Selectman, shall biennially provide the Board of Selectman, Town Meeting, and the public with a report on the functioning of the police complaint procedures. To the extent practicable, the civilian citizens should be individuals with experience in the issues raised by civilian complaints against police officers, including, but limited to, the experience working with persons of diverse backgrounds and viewpoints. The report shall include an assessment of the investigations of citizen complaints, an assessment of the Board of Selectman's role in the complaint process, relevant statistics, and comparisons with comparable communities, citizen's survey results, and recommendations for any changes.

The last assessment that was conducted was in 2014 and covered the years, 2010, 2011, and 2012. It is my desire that this next assessment cover the years 2013, 2014, 2015 and 2016.

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

I have spoken to two longtime residents of the Town, Arthur Sneider and Lee Greenblatt. Both have agreed to assist us in this process. A short biography of each of these individuals is attached.

I look forward to discussing this with you.

Thank you.

Daniel C. O'Leary
Chief of Police

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

D. - 3

LEE GREENBLATT
[redacted]
BROOKLINE MA 02445
[redacted]
lee@[redacted].com

- Lifetime resident of Brookline, attended Baker School and graduated BHS in 1972
- University of New Hampshire- BS in Business Administration in 1976
- Began working in family business- Reliance Printing in 1976, business continues as RP Graphics, a Brookline-based corporate & commercial digital & offset printing business that includes apparel screen printing & embroidery for team/corporate needs - forty years of experience in the printing business
- Married to Laura Baber, Community Outreach & Programming Coordinator for Center Communities of Brookline- we have four children who attended Heath School and BHS
- Coached basketball, soccer and baseball in Brookline for school and town teams
- Joined Brookline CERT in 2014 and have been the CERT captain the past two years at All Saint's Parish for the Boston Marathon

Arthur Sneider Bio:

- Long time Brookline Resident
- Graduate of Brookline High School
- Current Brookline Town Meeting Member – Precinct 16
- Northeastern University School of Law - JD in 1999
- Brookline Pax Board
- Managing Partner – Sneider Kellman PC –in Chestnut Hill – 3 years
- Previous Managing Partner Mulvey & Sneider, PC – in Chestnut Hill - 10 years
- Prior work as Assistant District Attorney – Norfolk County – 5 years
    - Spent time assigned to sexual assault and domestic violence unit

TOWN CLERK
APPLICATION FOR A PERMIT TO SERVE ALCOHOL
TOWN PROPERTY (NON-SALES/BEER & WINE ONLY)

Date September 30, 2016

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Annual Dinner
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the **Larz Anderson Auto Museum**
(Name of Person of Organization)

15 Newton Street , Brookline MA 02445
(Address of Person of Organization)

On the 28th day of October 2016

Between the hours of 5:30 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: John Carberry Title: President Address: 531 South St. Needham

Name: John Darack Title: Treasurer Address: 96 Lakeshore Dr. Wayland

Name: Michael Gaetano Title: Clerk Address: 6 Pendulum Pass Hopkinton

NOTE: If the answer to Questions 4, 5 , 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

4 cases each wine and beer

2) What is the maximum number of people to attend? 100

3) What is the age group of people to attend? 25

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Premier Bartending Service (781) 223-5001

9) State whether of not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	58 Chester Avenue	Dedham MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town';s personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Signature

Karen H Hasenfus
Name Printed

Operations and Events Manager
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445
Address

(617) 522-6547
Telephone number(s)

khasenfus@larzanderson.org
Email address(es)

iiPS® eTIPS On Premise 2.0

Issued: 7/8/2015

ID#: 4030922

SSN: XXX-XX-XXXX

Expires: 7/8/2018

D.O.B.: XX/XX/XXXX

Anthony J Pericolosi
1313 Washington St Apt 308
Boston, MA 02118-2153

For service visit us online at www.gettips.com

E. - 4

Commonwealth of Massachusetts

Executive Office of Public Safety and Security

Department of Fire Services

Office of the State Fire Marshal

Certificate of Completion

This certifies that

Karen Hasenfus

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR sec. 10.13(d) – Designation of a Crowd Manager

Date issued: April 23, 2014

Expires: April 23, 2017

Certificate #: 8k8OrYaYw4T3sZb

Stephen D. Coan

State Fire Marshal

E. - 5

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Sylvia Passley-Harris

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR sec. 10.13(d) – Designation of a Crowd Manager

Date issued: October 24, 2014

Expires: October 24, 2017

Certificate #: rO8c40a7pBHVBtU

Stephen D. Coan

State Fire Marshal

E. - 7

GORDWAL-02 JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Roblin Insurance Agency
144 Gould Street Suite 100
Needham, MA 02494

CONTACT NAME:
PHONE (A/C, No, Ext): (781) 455-0700 FAX (A/C, No): (781) 449-8976
E-MAIL ADDRESS: certificates@roblininsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance Co	36161
INSURER B : Torus Specialty Insurance Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Premier Bartending & Beverage Service, Inc.
PO Box 540310
Waltham, MA 02451

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680-4B652113-16-42	03/11/2016	03/11/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			88915C164ALI	03/11/2016	03/11/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Brookline is additional insured For an event to be held at the Larz Anderson Auto Museum on October 28th, 2016.

CERTIFICATE HOLDER

Town of Brookline
333 Washington Street
Brookline, MA 02146

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Peter Roblin

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BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

DANIEL C. O'LEARY
CHIEF OF POLICE

To: Chief Daniel O'Leary

From: Lieutenant Derek Hayes

Re: Larz Anderson Auto Museum – One Day Permit – Non-Sale

Date: October 4th, 2016

Sir,

Larz Anderson Auto Museum, through Events Manager Karen Hasenfus, has applied for a Temporary Section 14 One Day Wine and Malt Beverages permit (non-sale) for a Annual Dinner to be held on Friday, October 28th, 2016 between 530pm and 11pm.

Karen Hasenfus 09/29/1954 and/or Sylvia Passley-Harris 05-26-1953 will be the responsible managers on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit as well as previously discussed conditions. A Crowd Manager Certificate was submitted.

This event is not open to the public and there is no admission charge for this event. There will be no charge for alcoholic beverages. Organizers are expecting no more than one hundred (100) guests to attend. All alcoholic beverages at this event will be served by bartenders provided by Premier Bartending & Beverage Service. Premier Bartending & Beverage Service employs certified bartenders who will be dispensing the alcoholic beverages and checking guest's identification. Available to the guests will be four cases of both wine and beer.

Premier Bartending & Beverage Service submitted a copy of their bartender's TiPS certification. A copy of their Certificate of Liability specifically listing the Town of Brookline as a named insured has been submitted.

There is sufficient parking available along the access road abutting the Museum as well as the upper parking lot area near the skating rink. A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. The Brookline Police Department's Detail Office was notified.

I see no reason to oppose this license request.

Respectfully submitted,

Lieutenant Derek Hayes

Public Safety Building 350 Washington Street, Brookline, Massachusetts 02445
Telephone (617) 730-2249 ❖ Facsimile (617) 730-8454

TOWN OF BROOKLINE

APPLICATION FOR A TEMPORARY WINE AND MALT ALCOHOLIC BEVERAGES SALES LICENSE

Date: ~~September 19, 2016~~ October 18, 2016

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGE LICENSE for the purpose of selling and dispensing WINE AND MALT alcoholic beverages permitted by law at a

Autumn Benefit Cocktail Party

(state whether meeting, banquet, concert, picnic, wedding, etc.)

which is to be held by Brookline Senior Center

(Name of Organization)

93 Winchester St., Brookline, MA 02446

(Address of Organization)

a Nonprofit organization, on the 26 day of October

between the hours of 5:30-9:00 P.M. at the following described place:

Brookline Senior Center, Brookine, MA 02446

[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the hours of 2 a.m. and 8 a.m.]

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Ruthann Dobek Address: 93 Winchester St. Brookline, MA

Title: Director Date of Birth: 10/12/59

Telephone number(s) (24-hour contact information): cell 617-771-0651

Email address(es): rdobek@brooklinema.gov

Complete name and address of officer of the organization applying:

Name: Ruthann Dobek Title: Director Address: 93 Winchester St. Brookline, MA

Name: Anges Rogers Title: Director Address: 93 Winchester St. Brookline, MA

Name: Elizabeth Pollock Title: Director Address: 93 Winchester St. Brookline, MA

1) How many cases or barrels, etc. of malt or wine beverages are to be available for sale?
12 cases of Wine

2) What-is the maximum number of people to attend? 180-200

3) What is the age group of people to attend? 60 Plus

4) Are you charging an admission fee? Yes $100.00 per person $60.00 Seniors

5) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses and telephone numbers of all person(s) serving alcoholic beverages.
Boston's Best Bartending Service Inc.

See Attached

6) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. (PLEASE ATTACH DOCUMENTATION PERTAINING SO SUCH CERTIFICATION OR TRAINING.): See Attached

7) If any attending are under age 21, what method will be used to check I.D. and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages? No one under 21

8) Will a police detail or other types of security be provided? No

If "Yes" what type and how many? ——

Note: Police details are arranged for by contacting the Brookline Police Department.

9) If different from the responsible manager identified above, please state the name, address, age, and 24-hour contact information of the official, employee, or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:
Same

(Name) (Address) (Date of Birth)

Telephone number(s) (24-hour contact information): Ruthann Dobek 617-730-2756

Email address(es): rdobek@brooklinema.gov

10) Does the organization have a pending application for a liquor license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ____ Yes X No

If the answer is yes to either question, please detail:_____

_____

11) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): Two bartening stations will be ultilized first floor coffee lounge third floor Rm. 304

_____

Town Property Use: In the event that the applicant seeks to use a Town property in connection with the event that is the subject of this application, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Certification: I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.

_____
Signature of Responsible Manager

Commonwealth of Massachusetts

Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Ruthann Dobek

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR sec. 10.13(d) – Designation of a Crowd Manager

Date issued: October 20, 2014

Expires: October 20, 2017

Certificate #: GlLdJDU5g5GAtJv

Stephen D. Coan

State Fire Marshal

F. - 4

TIPS eTIPS On Premise 3.0

CERTIFIED

Issued: 10/01/2016

Expires: 10/01/2019

ID#: 4366169

Nancy Hewitt

30 Chandler St
Arlington, MA 02474-8517 USA

Online Use Only
Not Valid if Printed

F. - 6

w3.certegrity.com/cp2.nsf/OpenCertificat

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

For coursework completed on July 24, 2016

provided by Health Communications, Inc.

is hereby granted to:

Kim Parker

Certification to be sent to:

84 Beach St

Revere MA, 02151-5006 USA

eTIPS®

TH COMMUNICATIONS INC.

his document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Tarpey Insurance Group
442 Water St
PO BOX 567
Wakefield MA 01880-4667

CONTACT NAME: Corinne Rescigno
PHONE (A/C, No, Ext): (781)246-2677 FAX (A/C, No): (781)224-0973
E-MAIL ADDRESS: corinne@tarpeyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: General Star Indemnity	
INSURER B: Safety Indemnity	33618
INSURER C: Mt Vernon Fire Insurance Co	
INSURER D: Travelers	
INSURER E: General Star Indemnity Company	
INSURER F:	

INSURED
Boston's Best Bartending Service, Inc., DBA:
42 Temple Street
Newburyport MA 01950

COVERAGES CERTIFICATE NUMBER: 16-17 new REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CL2701819	9/1/2016	9/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ $ $ 2,000,000 $ $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS			6205807	3/2/2016	3/2/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist BI split	$ 1,000,000 $ $ $ $ 20,000
C	UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB CLAIMS-MADE DED RETENTION $			XL2557127	9/1/2016	9/1/2017	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6KUB0494M44415	10/18/2015	10/18/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
E	LIQUOR LIABILITY			IMA840615B	09/01/2016	09/01/2017	PER OCCURERNCE AGGREGATE	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: October 26, 2016
Guests: 200
Additional insured with respect to Liquor Liability: Town of Brookline and Brookline Senior Center

CERTIFICATE HOLDER
Brookline Senior Center
93 Winchester St
Brookline, MA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rebecca Berube/REBECC

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POET LAUREATE EVENTS SUMMER/FALL 2016–SPRING 2017

Date	Event/Activity	Role
June 18	Advise on creating a literary salon in Brookline	advisor
June 19	Read at Brookline Village Street Fair	reader
June 21/28	Advise on Brookline Sister City poetry project	advisor
July 21-24	Conduct critical symposium at Writing the Rockies, Western State Colorado University	director
	Panel on poetry translation, WSCU	panelist
August 5	Read (with Rhina Espaillat) at Vinalhaven Library	reader/organizer
September-October	Develop Osher Institute (Brandeis) course in poetry for spring term	study group leader
October 16	Bilingual (English/Spanish) Poetry Celebration Brookline-Quezalguaque Sister City Project	featured reader
October 20	"Taste of Brookline" celebration, Temple Ohabei Shalom	guest
November 2	Poems and Music (Melopoeia) with Rhina Espaillat and John Tavano at Brookline Public Library	organizer/host
March-May 2017	Teach ten-week course at Brandeis Osher Lifelong Learning Institute: "Flowers and Roots: Five English-Language Poets and the Europeans Who Influenced Them"	instructor
April 23, 2017	Read in Aimée Sands' poetry series at Brookline Library	featured reader

Brookline Poet Laureate | Activities May through Nov 2016

Date	Event/Activity	Role
May 5	If Walls Could Speak: Poems about Art Hunneman Hall, Brookline Library	organizer/reader
May 12	Poems for Grandchildren and Grandparents Hunneman Hall, Brookline Library (event organized by Judith Steinbergh)	reader
June 18	Advise on creating a literary salon in Brookline	advisor
June 19	Read at Brookline Village Street Fair	reader
June 21/28	Advise on Brookline Sister City poetry project	advisor
July 21-24	Conduct critical symposium at Writing the Rockies, Western State Colorado University	director
August 5	Read (with Rhina Espaillat) at Vinalhaven Library	reader/organizer
September	Develop Osher Institute (Brandeis) course in poetry for spring term	study group leader
October 2	Participate in poetry study group at Brookline Library	lecturer
November 3 (?)	Present a reading at Hunneman Hall by notable Boston-area poets	organizer/reader

BROOKLINE POET LAUREATE EVENTS
that have taken place or are scheduled as of November 2015

April 2	Led poetry discussion at Brookline Public Library
April 30	Read at Brookline Booksmith
May 11	Attended BCA grantee reception
June 24	Read at The Changing of the Bard, with Judith Steinbergh and Regie Gibson, at Brookline Public Library
July 23-25	Writing the Rockies Conference, Western Colorado State University: conducted poetry workshop; led The Critical Path symposium and presented a paper
August 14-15	Took part in symposium on poet Elizabeth Bishop in North Haven, Maine
November 5	Organized Through a Glass Darkly: poetry in translation, at Brookline Public Library
November 12	Attend local author book fair at Brookline Public Library
November 24	Read at Goddard House assisted living center, Brookline
December 8	Read at Temple Shir Tikva, Sudbury (adult learning center) Read at Feet First, Brookline neighborhood association
January 8	Read at Chapter and Verse, Jamaica Plain

– Jan Schreiber

You're invited to an evening of

MELO & POIA

Poems & Music

with Rhina Espaillat & John Tavano

Poetry spoken to music is an ancient art form here given new life by poet Rhina Espaillat and guitarist/composer John Tavano . . . Hosted by Jan Schreiber, Brookline Poet Laureate

Wednesday, November 2, 7:00 p.m.

Hunneman Hall ♦ Brookline Public Library ♦ 361 Washington Street

bca *Brookline Commission for the Arts*

ARTS BROOKLINE
A SEASON OF ARTS

Friends of the Brookline Public Library

Celebrating Family with Poems!

A POST-MOTHER'S DAY READING

Bring the whole family to the Brookline Main Library
Thursday, May 12th
6:45 PM • free
Hunneman Hall

Grandparents reading poems about Grandchildren
Children and Teens reading poems about Grandparents

co-hosted by Judith Steinbergh and Margot Wizansky

Thursday, November 5, 2015 in Hunneman Hall
Brookline Main Library

THROUGH A GLASS DARKLY – an evening of poetry in translation.

Brookline Poet Laureate Jan Schreiber presented with 4 poet-translators, Gill Coyle, Ani Gjika, J Kates and Len Krisak who read from their works and explained the unique challenges of translating poetry from a foreign language.

You're invited to see (and hear)

Through a Glass Darkly

AN EVENING OF POETRY IN TRANSLATION

with poet-translators

Bill Coyle — RUSSIAN

Ani Gjika — SWEDISH

J. Kates — FRENCH

Len Krisak — ALBANIAN

Jan Schreiber — GERMAN

Thursday, November 5, 2015, 7:00 p.m.

Hunneman Hall, Brookline Public Library

361 Washington Street, Brookline

Admission Free

Sponsored by Friends of the Brookline Public Library, Century Bank, and Bay State Federal Savings Foundation

bca

Brookline Commission for the Arts

WEDNESDAY, JUNE 24, 2015 in Hunneman Hall
Brookline Main Library

CHANGING OF THE BARD | EVENING OF POETRY & PERFORMANCE

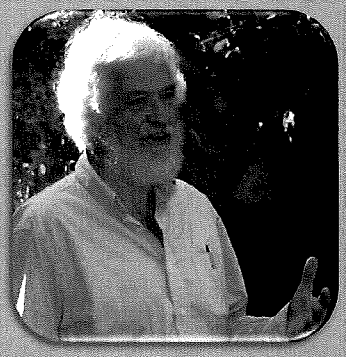
Jan Schreiber, Brookline's second poet laureate, was joined by Brookline's first poet laureate, **Judith Steinbergh**, and national poetry slam champion, **Regie Gibson**, for an entertaining free evening of poetry and performance.

THE CHANGING OF THE BARD

5. - 9

Come celebrate

THE CHANGING OF THE BARD



JUDITH STEINBERGH
Brookline Poet Laureate
2012-2015

REGIE GIBSON
National Poetry Slam
Champion

JAN SCHREIBER
Brookline Poet Laureate
2015-2017

an evening of poetry and performance

BROOKLINE PUBLIC LIBRARY

HUNNEMAN HALL

JUNE 24, 2015, 7:00 P.M.

Sponsored by Arts Brookline &
Friends of the Brookline Public Library

Admission free

"I was struck by the power and inherent music of Steinbergh's poems."
– Lucille Clifton

"Regie, you sing and chant for all of us. Nobody gets left out."
– Kurt Vonnegut

"Schreiber goes beyond the subterfuge of surfaces, into the very life of things."
– David Yezzi

Town of Brookline
Massachusetts

Department of Planning and Community Development

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
asteinfeld@brooklinema.gov

Alison C. Steinfeld
Director

TO: Board of Selectmen
FROM: Alison C. Steinfeld, Planning Director
SUBJ: Authorization to Hire Community Planner
DATE: August 19, 2016

I am pleased to advise that David Guzman, recently hired as a Community Planner, has received a lateral transfer to Housing Project Planner. As a result, the Community Planner position is now vacant.

I therefore respectfully request authorization to hire a Community Planner. This position, funded exclusively with federal grant funds, provides staff support to both Housing and the CDBG-HOME Programs.

I am attaching an Authorization to Hire form together with a job description.

Thank you.

Town of Brookline
Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: Community Planner Grade: GN-11
2. Department: Planning Division: Community Planning
3. Position Control #: 172000022 Prior Incumbent: David Guzman
   a. Reason for Leaving: lateral transfer within the department
4. Budgetary Information:

   Department Code: YA 000 Budget Code: 1805G017 1801G017 % 50/50

   ☑ Grant Funded-Name of Grant: /cdbg ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

   ☑ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week: _____

   ☑ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

   ☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

   ☑ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:
   1. Assists in the administration & financial management of CDBG Program
   2. Conducts research, oversees grantee performance, and prepares CDBG plans & reports
   3. Works to support the maintenance & creation of affordable housing

9. I have considered the following alternatives to filling this position:

1.) assigning some tasks to the Assistant Director for Community Planning; and 2.)not performing some tasks.

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

1.) the Assistant Director will be unable to work on Gateway East and 2.) the Town would run the risk of a federal Finding, risking grant funds.

- continued on the reverse side -

Community Planner

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Planning list-serves; professional contacts; planning schools. Human Resources will work closely with the department to post the position widely with the ProDiversity Network, Ziprecruiter, which all have multiple targeted affinity group job boards, as well as related professional

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	Date: 10/19/16
Human Resources Director:	Date: 10/19/16
Town Administrator:	Date:

14. Approvals:

Date on BOS Agenda:	Date Approved:

15. Notes:

Town of Brookline
Massachusetts

Authorization To Hire Request Form

1. Position **TITLE:** Senior Audit Clerk Grade: C-6
2. Department: Finance Division: Comptroller
3. Position Control #: 153000004 Prior Incumbent: Mary Mccomiskey
   a. Reason for Leaving: Retirement
4. Budgetary Information:

   Department Code: 1530 Budget Code: 15001530-510101 % 100%

   ☐ Grant Funded-Name of Grant:_____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

   ☑ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week:_____

   ☑ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

   ☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

   ☑ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:
   1. Details oriented
   2. Computer Proficency
   3. Accounting/audit background

9. I have considered the following alternatives to filling this position:

No alternatives are practical

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

- continued on the reverse side -

Senior Audit Clerk

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Standard recruitment Human Resources will work closely with the department to post the widely with the ProDiversity Netwrok, Ziprecruiter, Indeed, all of which have multiple targeted affinity group job boards as well as any other relevant

12. Please attach the current position description.

13. Signatures:

Department Head Signature: [signature]	Date: 10-18-16
Asst. Human Resources Director: [signature]	Date: 10/18/16
Town Administrator:	Date:

14. Approvals:

Date on BOS Agenda:	Date Approved:

15. Notes:

GRADE C-6

SENIOR ACCOUNT AUDIT CLERK

COMPTROLLER'S OFFICE, FINANCE DEPARTMENT

Position Purpose:

The purpose of this position is to perform financial work auditing and posting cash receipts and accounts payables, proofing accounts payable checks, assigning and updating vendor numbers. Work requires initiative and independent judgment in the application of prescribed policies, procedures, and methods. Perform all other related work as required.

Essential Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Review and post all cash receipts that come to the Comptroller's Office from Treasury for accuracy. Corrections include, but not limited to, bank and date information, missing pages from batches and reports that must accompany certain batches. Reconcile reports to batches. The batches are sent via email attachment and must be printed, dragged to the audit file, snap shot into laser fiche and scan backup into laser fiche after posting.

Request corrections to cash receipt transactions. Keep management informed of area activities and of any significant problems.

Review and correct, including re-entry if necessary, batch payables from town and school departments. Verify and update batches. Run reports. Contact vendors to obtain W9 and clarification of questionable information. Perform internet searches directly related to documents being audited.

Assign and update vendor numbers and other information. Includes verifying vendor information with Secretary of State Office online. Ensure against duplicate vendors.

Review and verify checks against vouchers and Treasury Warrant. Provide general data in the MUNIS system.

Identify disbursement checks that need voiding and/or correcting; notify department of changes. Prepare disbursements for the Treasurer's Office, including checks together with appropriate supporting documents (invoice lists, remittance advices, application or order forms).

Make necessary corrections to checks; notify departments of changes; send checks to treasury. Inform accounts payable clerks regarding changes and corrections made to their batches.

Request additional written information to support expenditure payments from employees and departmental clerks.

Perform scanning of AP documents, W9's, journal entries, contracts, ledgers, and historical financial documents.

Review initial fixed asset accounts payable transactions and works with the Senior Accountant and Assistant Comptroller to assure the inclusion of all appropriate purchases into the Fixed Asset database.

Respond to telephone inquiries from vendors and departments regarding vendor payments; researches missing payments and duplicate payments.

Assist with annual 1099 functions at calendar year end.

Prepare reconciliation schedules for the annual audit.

Respond to telephone inquiries from vendors and departments regarding vendor payments; researches missing payments and duplicate payments.

Perform similar or related work as required, directed or as situation dictates.

Supervision:
Complexity: Perform varied and responsible functions requiring a thorough knowledge of departmental operations and the exercise of judgment and initiative to interpret guidelines, policies, procedures and practices.

Independent Action: Work under direct supervision of the Comptroller, in accordance with established methods and procedures for Accounts Payable, cash receipts, and fixed assets, to complete assigned tasks according to a prescribed time schedule; duties require considerable attention to detail, accuracy and the exercise of judgment to carry out operations; specific issues are referred to the Comptroller.

Supervisory Responsibility: None.

Work Environment:
Work is performed in an office environment. Majority of work is performed in a quiet work environment.

Operate computer, printer, telephone, copier, facsimile machine and all other standard office equipment.

Make frequent contact with other town departments pertaining to accounts payable issues; responds to telephone calls from vendors.

Employee has access to departmental confidential information such as banking information.

Errors are detected through the system of checks and balances; however, posting delays could result in loss of services; A/P errors could result in violation of statutes and loss of funds.

Recommended Minimum Qualifications:

Education, Training and Experience:
Associate's degree in Accounting plus at least three years of experience in accounts payable and general ledger; or any equivalent combination of education, training, and experience. Prior Accounts Payable and/or Cash Receipts audit experience is important.

Knowledge, Ability and Skill:
Knowledge: Knowledge of office practices and procedures; knowledge of computer applications used to perform the operations of the department; familiarity with A/P and cash receipt methods and procedures. Knowledge of MUNIS, and Internet research, Crystal Reports and Laser fiche. Knowledge of internal controls related to Accounts Payable., Accounts Receivable, and General Ledger. Knowledge of 1099 regulations.

Ability: Ability to work with accuracy and meet deadlines; ability to work accurately with numbers and text; ability to communicate effectively in written and oral form; must be discreet and trustworthy. Ability to utilize personal computers and popular word processing and spreadsheet applications. Ability to research, track and resolve accounting or documentation problems and discrepancies.

Skill: Expertise and skill in utilizing personal computers, popular word processing, database, and spreadsheet applications. Skill in all of the above listed tools and equipment.

Physical Requirements:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to work at a desk; regularly convey information to employees and the public; regularly move about inside the office to access file cabinets and office machinery; and traverse stairs. The employee must occasionally lift and/or move objects weighing up to 25 pounds, such as supplies, folders, and books. Ability to operate a keyboard and calculator at efficient speed and to view computer screens for extended periods of time. Requires the ability to recognize and identify similarities or differences between characteristics of colors, shapes and sounds associated with job-related objects, materials and tasks.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Town of Brookline
Massachusetts

Authorization To Hire Request Form

1. Position TITLE: Senior Audit Clerk Grade: C-6
2. Department: Finance Division: Comptroller
3. Position Control #: 153000005 Prior Incumbent: Cathy Foley
   a. Reason for Leaving: Promotion to different department
4. Budgetary Information:

   Department Code: 1530 Budget Code: 15001530-510101 % 100%

   ☐ Grant Funded-Name of Grant:_____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

   ☑ Full-Time: # of hours/week: 37.5 ☐ Part-Time: # of hours/week:_____

   ☑ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

   ☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

   ☑ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:
   1. Details oriented
   2. Computer Proficency
   3. Accounting/audit background

9. I have considered the following alternatives to filling this position:

No alternatives are practical

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

- continued on the reverse side -

Senior Audit Clerk

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Standard recruitment Human Resources will work closely with the department to post the widely with the ProDiversity Netwrok, Ziprecruiter, Indeed, all of which have multiple targeted affinity group job boards as well as any other relevant

12. Please attach the current position description.

13. Signatures:

Department Head Signature: _____ Date: 10-18-16

Asst. Human Resources Director: _____ Date: 10/18/16

Town Administrator: _____ Date: _____

14. Approvals:

Date on BOS Agenda: _____ Date Approved: _____

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GRADE C-6

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COMPTROLLER'S OFFICE, FINANCE DEPARTMENT

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Operate computer, printer, telephone, copier, facsimile machine and all other standard office equipment.

Make frequent contact with other town departments pertaining to accounts payable issues; responds to telephone calls from vendors.

Employee has access to departmental confidential information such as banking information.

Errors are detected through the system of checks and balances; however, posting delays could result in loss of services; A/P errors could result in violation of statutes and loss of funds.

Recommended Minimum Qualifications:

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Associate's degree in Accounting plus at least three years of experience in accounts payable and general ledger; or any equivalent combination of education, training, and experience. Prior Accounts Payable and/or Cash Receipts audit experience is important.

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(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Kate MacGillivray

To: Stephanie Orsini
Subject: RE: Comments on Board of Selectmen EISD (Emerald Island Special District) Public Hearing on Oct. 18, 2016

From: Melvin Kleckner
Sent: Wednesday, October 19, 2016 11:34 AM
To: Melissa Goff; Stephanie Orsini
Subject: FW: Comments on Board of Selectmen EISD (Emerald Island Special District) Public Hearing on Oct. 18, 2016

From: hmattison@aol.com [mailto:hmattison@aol.com]
Sent: Wednesday, October 19, 2016 11:31 AM
To: Ben Franco; daly.nan@gmail.com; Neil Wishinsky; Nancy Heller; Bernard Greene
Cc: Melvin Kleckner; Sean_Lynn-Jones@Harvard.edu; ahyatt@schwartzsilver.com
Subject: Comments on Board of Selectmen EISD (Emerald Island Special District) Public Hearing on Oct. 18, 2016

Hello,
Thanks for hearing out the EISD re-zoning debate last night in spite of the late hour.

I'd like to respond to a couple of the points that were made opposing my Art. 8 (a buffer zone/planting bed large enough for full-canopy trees) at 25 Washington Street:
1) Comment: The average sidewalk width on Washington Street is 10' 8".
My response: Pedestrians don't use the "average". They have to squeeze through the narrowest section, 8' at the corner of River Road. Just as Phase 1 of the Muddy River Restoration Project had to remove the two 6' conduits under the old Sears parking lot to prevent flooding in Brookline, the "Pinch Point" for walking needs to be addressed.

2) Comment: An 8' sidewalk is wide enough to accommodate a person, even with a guide dog.
My response: There will be many more people trying to squeeze through this Pinch Point in the future after 1-2 Brookline place and hotel construction, new EISD residential units, and the over 600 units now being built on South Huntington Ave. An 8' sidewalk next to a solid wall on one side and a cycle track on the other will inhibit, if not ***endanger****, foot traffic, let alone present a barren, un-green front door to Boston.*

I don't believe the issue of shifting the building a few feet toward River Road and reducing the sidewalk width on River Road, in favor of widening the sidewalk to allow a buffer zone/planting bed on Washington Street where it's most needed, was addressed. The argument was made that this building placement would enhance the park experience. In fact, it appears to favor café patrons who may want outdoor seating a few months a year, rather than pedestrians on Washington 12 months a year. It appears that shifting the building would provide a few hundred square feet for a buffer zone/planting bed between pedestrians and the cycle track (page 11 of the attachment). I suspect there would be minimal financial effect. It would provide an amenity for residents and passersby, though. Despite many comments from residents to the River Road Study Committee, negotiations for a building with less impact and a more viable and vibrant Washington St./Brookline Ave streetscape, the Committee members favored River Road where the developer will use the sidewalk to his own advantage.

Finally, this re-zoning does not seem to conform to the Complete Streets policy adopted in 2016.
Two quotes from this policy:
"The needs and safety of the Town's most vulnerable users shall be given special consideration during project planning. Users may be considered vulnerable by virtue of their mode of transportation, such as bicycling or walking, or because of their age or ability, such as small children, senior citizens, and people with disabilities".

"Complete Streets elements should be incorporated at the beginning of the project development process."

As you know, the Gateway East project is at the 25% design phase, and there will likely be a public hearing held by MassDOT.

My Article (resolution) 11 urges the Board to *"use their best efforts to widen the sidewalk at 25 Washington Street enough to allow a planting strip that includes a row of full-canopy trees to separate the proposed cycle track from pedestrians."*

Thanks for your efforts. To make this a win/win for the Town and its residents, and the developer, further negotiations at this time might result in a safer, greener public way for all our futures.

As all made clear last night, this is a complex project. I believe my proposal will make it better.

Hugh Mattison, TMM5 and sponsor of Articles 8 and 11

The substance of this message, including any attachments, may be confidential, legally privileged and/or exempt from disclosure pursuant to Massachusetts law. It is intended solely for the addressee. If you received this in error, please contact the sender and delete the material from any computer.

Why we live in Brookline

Beacon Street entrance – designed by Frederick Law Olmsted

Convenient location
Good public transit
Excellent schools
Tree-lined streets
Exemplary parks and public services

These trees at 2 Brookine Place have been removed

People who live in Brookline know the reasons why – convenient location, good schools, municipal services, parks and tree-lined streets. But people who are just passing through, or staying a couple of nights at a hotel, only see the surface. Most likely they enter Brookline from Boston on Beacon Street, or Huntington Avenue. Beacon Street typifies the Brookline's suburban image as a tree-lined trolley suburb. Brookline's entrance from Huntington Avenue is an opportunity to "sell" Brookline as less urban than Boston, to greet visitors with green.

Art. 8 offers a chance to make a positive and lasting impression – by adding green infrastructure like trees, stormwater management, a cycle track, and a pedestrian-friendly walkway. These innovative strategies for urban sustainability promote a

more livable community, and adapt Brookline's infrastructure to a changing climate, protect and enhance property values, and ensure the Brookline "brand".

There are many studies that equate healthy, green, sustainable practice to property values.

Proposed Hotel at 25 Washington Street

Huntington Avenue entrance – designed by
Frederick Law Olmsted

2

This rendering was shown in May to the High Street Hill Association annual meeting.

Warrant Article 8

Require a sidewalk at least 18' wide at 25 Washington Street (the proposed Claremont hotel)

8' wide sidewalk

10' wide planting strip to separate bicycle cycle track from pedestrian walkway

Goals

Remain faithful to goals of 2005-2015 Comprehensive Plan and Gateway East to protect the public investment spent and citizen commitment devoted to these studies

Maintain MassDOT Pedestrian and Bicyclist safety standards

Encourage use of alternative transportation for bicyclists and pedestrians to minimize vehicular traffic

Conform to Complete Streets Policy adopted in 2016

Provide an attractive entrance to Brookline

3

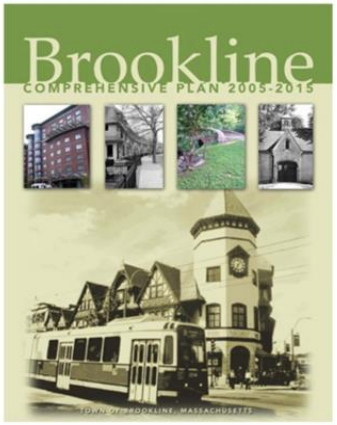
Warrant Article 8 addresses only a most serious flaw of the proposed zoning for the Industrial Island. Issues not addressed in the article include mass and height, which several residents have commented on as being out of scale.

Article 8 is a modest proposal to achieve community goals that have existed for more than 10 years.

Very simply, Article 8 requires a sidewalk at least 18' wide at 25 Washington Street (the site of the proposed Claremont hotel), including an 8' wide sidewalk for pedestrians, and a 10' wide planting strip to separate the bicycle cycle track from the pedestrian walkway

Goal: Adhere to goals of 2005-2015 Comprehensive Plan and Gateway East

2005-2015 Comprehensive Plan



- Require Transportation Demand Management (TDM) programs as part of mitigation for new commercial development
- Explore development of Transit Oriented Development Overlay Districts
- Create Gateway East —an attractive new gateway to the town at Brookline Village and reshape the overall character of the corridor between the Emerald Necklace and Cypress Street

  Create a visual gateway to the Town of Brookline at the Boston line with a signature new open space combined with new mixed-use development projects.

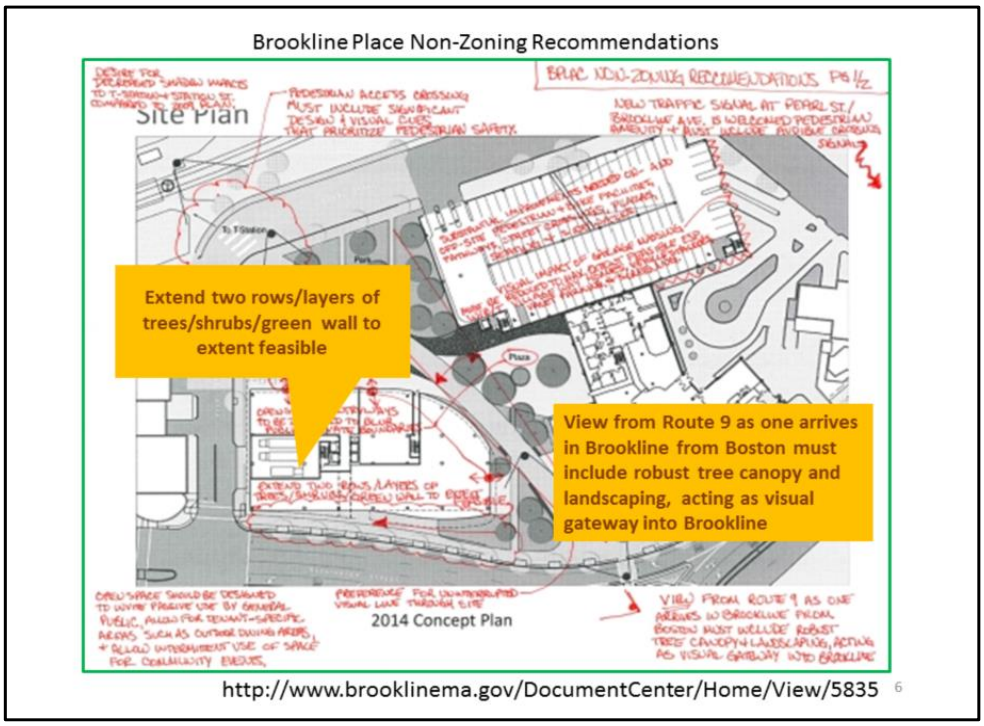
4

Brookline has been grappling with how to redevelop Route 9 and the Industrial Island for over 10 years.

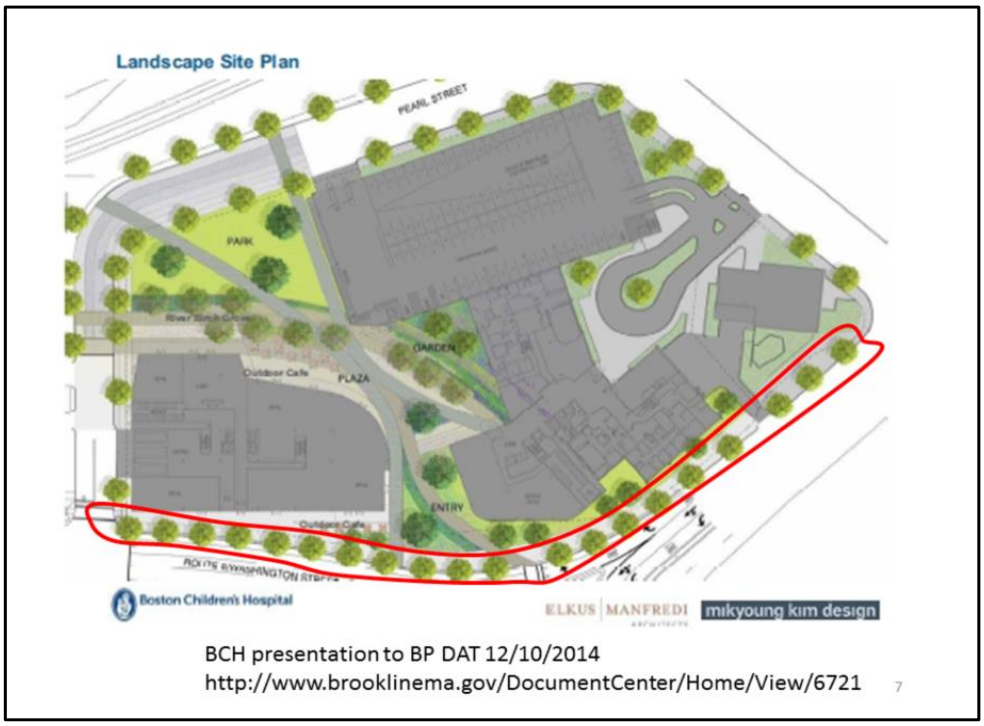
The 2005-2015 Comprehensive Plan – developed by about 30 residents and hired professional planners, working with the Town Planning Department – talks repeatedly about the overall character of the Route 9 Corridor, and the need for a visual gateway to the Town.

The Comp Plan was adopted by both the Planning Board and the Board of Selectmen.

In the 2005 Comp Plan, note that a <u>very green area</u> was suggested to replace the Gulf station at 25 Washington St.

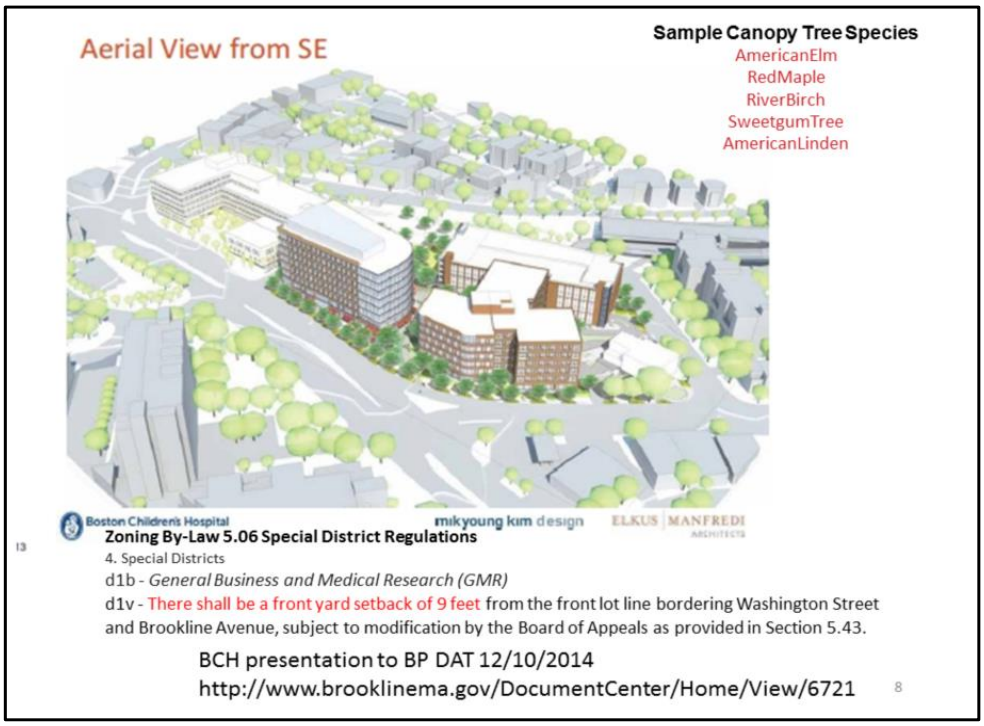


This 2014 recommendation from from Mikyoung Kim Landscape Architects working on the Children's Hospital Concept Plan was "**View from Route 9 as one arrives in Brookline from Boston must include robust tree canopy and landscaping, acting as visual gateway into Brookline**"

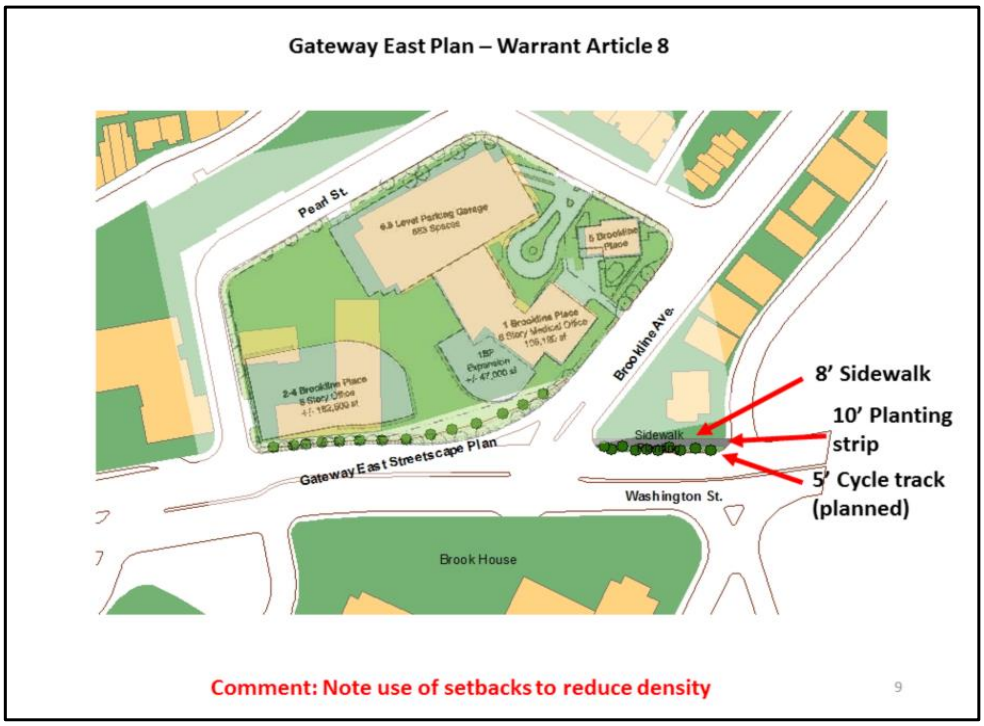


One of the misconceptions in ART. 7 is that since this Industrial Island is a separate district, it should not be considered as part of the entire Route 9 Corridor.

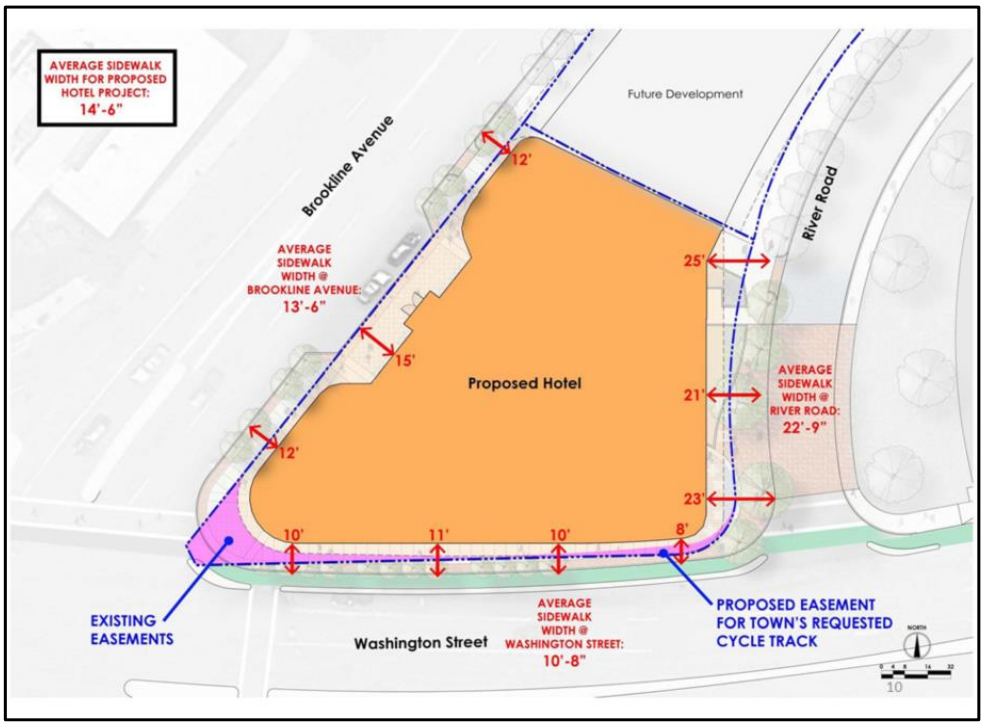
Brookline has **paid** consultants many thousands of dollars and asked citizens to donate thousands of hours - to develop an ***overall*** plan for Route 9. We should be implementing this ***entire*** plan. All Article 8 asks is that the zoning, and therefore the design, fit the overall design of the Route 9 Corridor.



The zoning for 2 Brookline Place specifies "There shall be a front yard setback of 9 feet". Why should not 25 Washington Street be **required** to have a similar setback to continue the Route 9 Plan?



All buildings on this part of the Route 9 Corridor have setbacks – except for the proposed hotel.



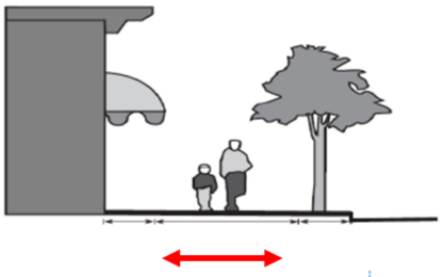
ART 7 zoning will allow a building that will effectively <u>block the view of other Route 9</u> landscaping and serve as a barrier at Brookline's Border rather than a "visual gateway", thus defeating a Gateway East defining principle – "***Define a strong, green gateway to Brookline and Brookline Village***".

One solution might be to reduce the sidewalk width on River Road

Quincy Pedestrian Bicycle Network

Appendix B– Description of Sidewalk Design Considerations

Sidewalk Zones - According to Cambridge's Pedestrian Plan and depicted in Figure 23, 'Sidewalk Zones,' the sidewalk is divided into three zones: Curb Zone, Travel Zone and the Building or Comfort Zone. The width of each zone depends in part on the overall width of the sidewalk. Sufficient Curb and Building or Comfort Zones are necessary in order to maintain a usable Travel Zone.

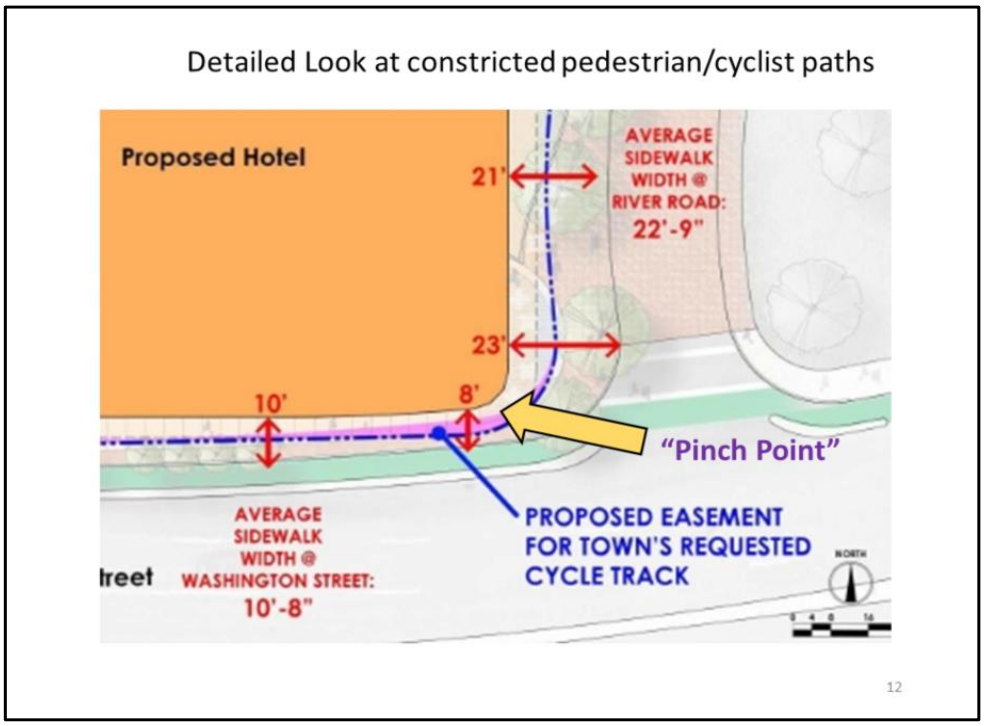


"Comfort Zone" for pedestrians is 2-3' ***away*** from a large building

11

Sidewalk design is complex. To provide comfort and safety, a 2-3' ***Comfort Zone*** is recommended to separate the walker from a building.

Article 8 merely requires a sidewalk with an adequate planting bed to provide a green separation of walkers from cyclists.



The "average" sidewalk width is listed as 10'-8". However, the so-called "pinch point" is only 8'. This pinch point must be able to handle the pedestrian flow. It is uncomfortable to walk 2-3' next to the wall of a building.

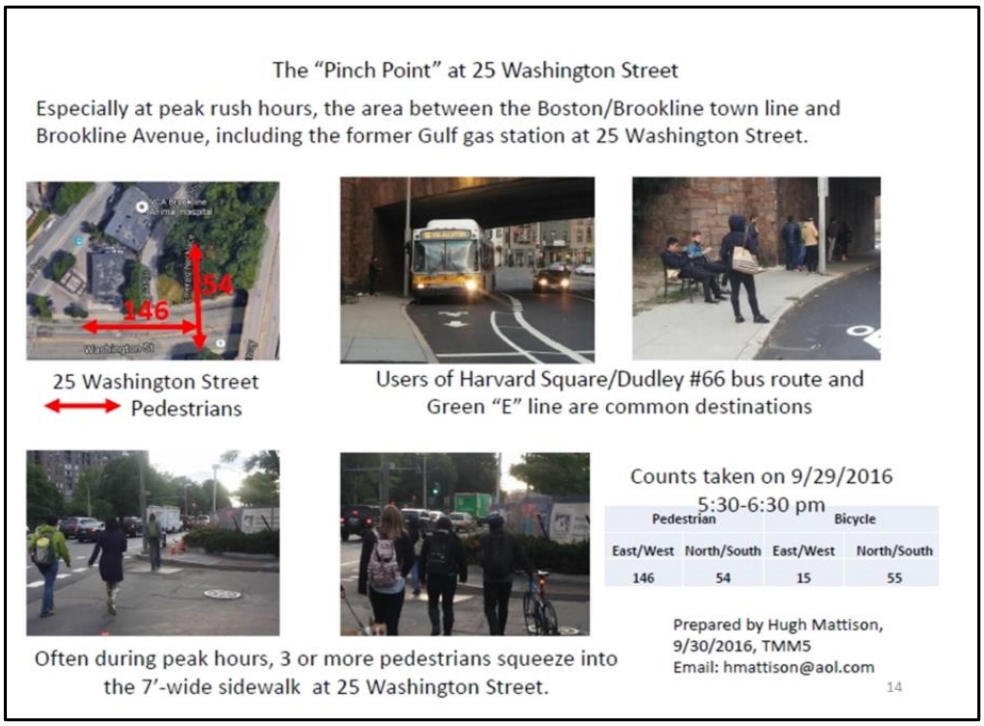
There will be about 800 employees at 2 Brookline Place, plus patients and more employees at the 1 Brookline Place expansion, more housing in the rest of the Industrial Island, and over 600 units of housing now under construction on South Huntington Avenue. Brookline is trying to encourage alternative transportation and that means making walking easy, safe; and desirable and attractive.

On River Road, the zoning proposed in Art 7 provides a 23'

sidewalk (11' of which is public parkland). There are about 10' between the building façade and the property line. Why could not the sidewalk be reduced by 10' here, and increased by 10' on Washington Street where it's needed for safer walking?

Claremont has received everything it asked for – height, massing, number of rooms, parking spaces, and no underground parking, and little cost for demolition. There should be room for creativity.

These are examples of sidewalks that discourage foot traffic. Homewood Suites on Boylston Street has a 10’ sidewalk, but seems to be universally disliked by High Street Hill residents. The building across from Trader Joe’s in Coolidge Corner is another example. And an 8’ sidewalk at 25 Washington Street will crowd pedestrians against the 11-story building. Note pedestrians trying to pass.



This shows the problem at River Road; pedestrians and cyclists moving east and west, and conflicting at the corner of River Road and Washington Street. Also, there is substantial traffic turning onto River Road.

Once 1-2 Brookline Place, the proposed hotel, residential units added at the Emerald Island, and the over-600 units are completed on South Huntington, there will certainly be more pedestrians. I will also point out that the ratio of parking spaces to units for the South Huntington Ave. building is around .7, which means that there will be even ***more*** people walking.

Pedestrians at 25 Washington and River Road (10/17/2016 8:50 am)

Another example of morning peak-hour foot traffic

Town Meeting Members at site visit on October 15, 2016

These trees will be removed during hotel construction

16

These full-canopy trees soften this edge of Brookline.

Goal: Maintain MassDOT Pedestrian and Bicyclist safety standards
Implementation of Article 8 will encourage walking, use of bicycles and public transit

This section of Washington Street is heavily used by pedestrians walking to Green Line D and E lines, and Bus Routes #39 and #66. This usage will increase with the construction of 2 Brookline Place, the occupancy of over 600 units on South Huntington Ave., and the completion of the housing for the Emerald Island Special District.

MassDOT Separated Bike Lane Planning & Design Guide.
(MassDOT is funding much of the Gateway East Project)

Western Ave., Cambridge
Trees form the sidewalk buffer

A component of the GreenDOT Policy requires that all MassDOT projects be designed and implemented in such a way that all customers have access to safe, comfortable and healthy transportation options including walking, bicycling and transit.
http://www.massdot.state.ma.us/Portals/8/docs/SBLG/Chapter1_Overview.pdf (page 3)

A separated bike lane flush with the sidewalk may encourage pedestrian and bicyclist encroachment unless discouraged with a continuous sidewalk buffer.
http://www.massdot.state.ma.us/Portals/8/docs/SBLG/Chapter3_GeneralDesign.pdf (page 4)

17

ART 8 zoning provides space for a design for a planting bed following a model of a safe and attractive pedestrian path/cycle track on Western Ave. in Cambridge. This design encourages walking and bicycling – 2 of the goals of **Complete Streets.**

Goal: Conform to Complete Streets Policy adopted in 2016

Brookline Complete Streets Policy
As Amended and Adopted by the Board of Selectmen
May 17, 2016

The needs and safety of the town's most vulnerable users shall be given special consideration during project planning. Users may be considered vulnerable by virtue of their mode of transportation, such as bicycling or walking, or because of their age or ability, such as small children, senior citizens, and people with disabilities.

Complete Streets elements should be incorporated at the beginning of the project development process

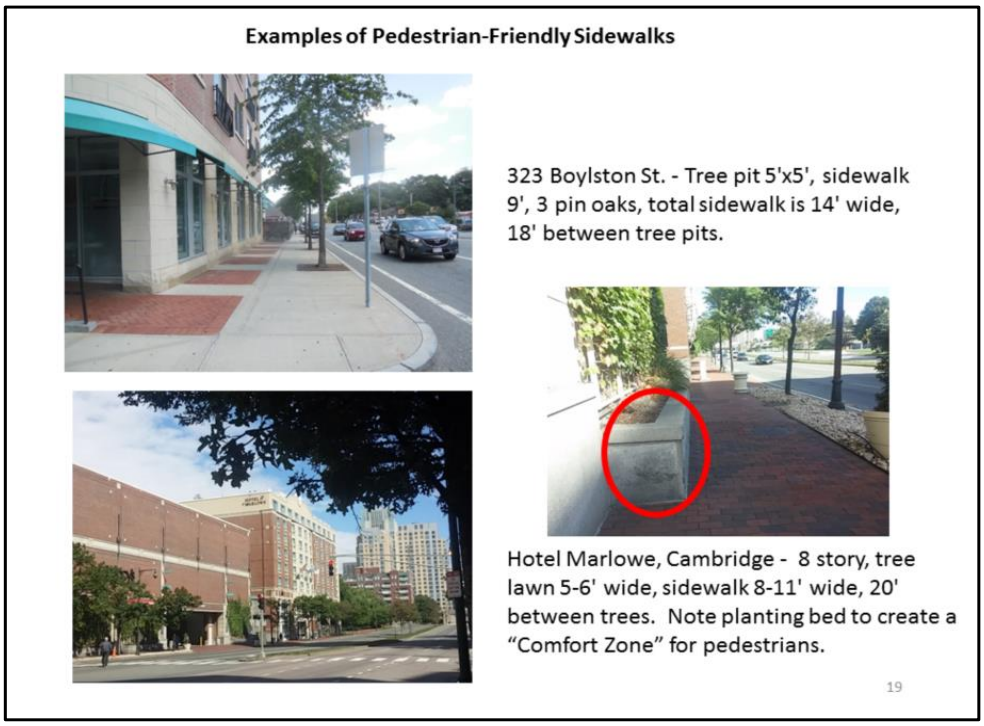
Private land to be incorporated into the public way by the Town should comply with the Complete Streets Policy.

If a representative of the Town participates in meetings involving the design and planning of programs, transportation projects, or private development projects not under the Town's jurisdiction, the representative shall advocate that the project be carried out in accordance with the principles of the Complete Streets Policy.

18

Brookline has signed on to the Complete Streets Program. The Complete Streets Policy talks about giving special consideration to the most vulnerable users. The "most vulnerable users" are pedestrians – those walking to the D & E line trains, or using the #39 and #66 bus lines -- or bicyclists who are riding in all kinds of weather to reduce our auto traffic and air pollution.

Finally, the Complete Streets Policy does not say **certain** streets, or the **easiest** streets, or those streets that are **already** park roads, as in the case of River Road.



These are examples of pedestrian-friendly sidewalks – The Lofts on Boylston near Cypress, and the Hotel Marlowe in Cambridge. Note the <u>planting space</u> along the building used to create the pedestrian "comfort zone", as well as a tree lawn 5-6' wide. Shouldn't Brookline zone so that we provide this amenity, instead of zoning for the largest development possible.

Goal: Encourage use of alternative transportation for bicyclists and pedestrians to minimize vehicular traffic

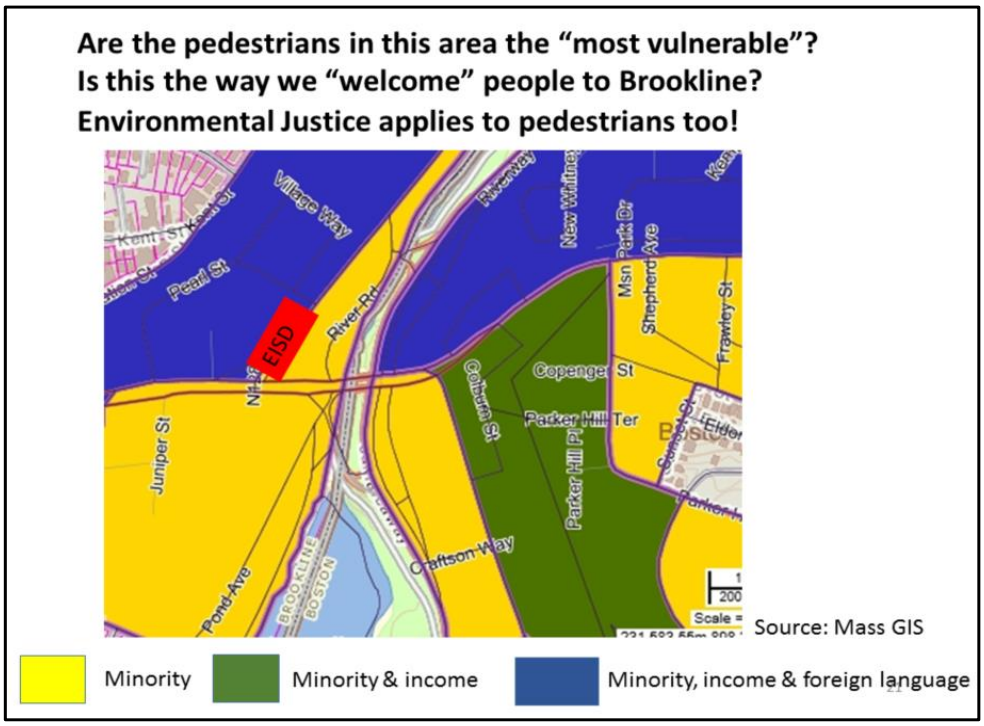
Trees and plantings are an effective stormwater management tool

Photos of Western Ave. and Binney Street in Cambridge

Here on Binney Street, the 5' cycle track is separated from the 9' sidewalk by a 5' planting strip 20

<u>ConComm/Planning</u>

Here are some photos of <u>Western Avenue</u> and Binney Street in Cambridge.



<u>Planning/EDAB/BoS</u>

This map shows the demographic characteristics of the area around the Emerald Island. <u>All abutting areas are either minority, Low income, or speaking a foreign language</u>. These all qualify as environmental justice populations. These are the walkers – the ***primary*** users of Washington Street. Why do we ignore their needs?

ART 8 follows the recommendations of the Gateway East Planning Project that calls for a green, welcoming gateway to Brookline.

The left rendering provided by the hotel developer shows a too-narrow sidewalk and a columnar tree which touches the building.

The right side rendering shows the 10' wide planting strip, and an 8' wide sidewalk.

Brookline has a "Brand" of tree-lined walkable streets and human-scale buildings. Reducing these qualities will ultimately reduce Brookline's desirability.

Here's an example of how columnar trees look in Waltham. For any effect, they need to be planted close together.

Summary

Passage of Warrant Article 8 will:

Continue progress toward achieving goals of Comprehensive Plan and Gateway East

Ensure adherence to Complete Streets policy and MassDOT standards for pedestrian and bicycle safety

Continue progress to encouraging alternative transportation in the transit-rich zone.

Soften this edge and primary gateway to Brookline, re-enforcing its image as a “tree-lined” environmentally-conscious suburb

24

In summary, passage of Article 8 will move Brookline forward in keeping our faith with our previous planning documents, make walking and bicycling safer, announce that we care about our environment, and create a welcoming green entrance to Brookline. Remember, GREEN is an economic driver!

To achieve our plans and vision, we must align our actions with our values as stated in the Gateway East Plan and Complete Streets.

Article 11 (resolution)

Asks Selectmen to
"**use their best efforts to widen the sidewalk at 25 Washington Street enough to allow a planting strip that includes a row of full-canopy trees to separate the proposed cycle track from pedestrians.**"

Options:

- Require wider easement at corner
- Reduce width of vehicular travel lanes
- Negotiate a change in hotel design
- Other?

25

Art. 11 is an expression by Town Meeting of support for the goals of Art. 8. If Art. 8 (or an amended Art. 7) fails, the goal of a separation between cyclists and pedestrians, and a green entrance are still valid.

The Selectmen have discretion to take a number of actions to widen the sidewalk, including requiring a wider easement at the corner of River Road and Washington Street, or reducing the vehicular travel lanes.

If Art. 11 is passed, it will be Town Meeting's expression that we want the Selectmen to continue pursuing zoning that allows a safe green entrance on Washington Street.

Questions?

26

This is a once-in-a-generation chance to realize the potential expressed in the Comp Plan. The hotel developer bought this property knowing that changes during re-zoning were a risk. Yet, almost all the developer's proposed design has been accepted.

The planting strip will enhance the property, and benefit Brookline. My question is - Before the Town Meeting vote takes place in November, rather than accepting the current proposal, we need to be innovative. Time is short; but the memorandum of agreement can be changed quickly to include a creative solution.

25 WASHINGTON STREET
TAX CERTAINTY AGREEMENT

This Agreement between Claremont Brookline Avenue LLC, a Massachusetts limited liability company, with a principal place of business at Claremont Companies, One Lakeshore Center, Bridgewater MA 02324, its successors and assigns ("Claremont") and the Town of Brookline, a municipal corporation ("Town"), located in Norfolk County, Massachusetts and acting by and through its Board of Selectmen (the "Board"), is made and entered into this ___ day of _____, 2016, upon the mutual promises and obligations hereinafter set forth and additional consideration which the parties acknowledge is adequate and appropriate, upon the following terms and conditions:

PREAMBLE

WHEREAS, the Town through its comprehensive plan seeks to encourage the redevelopment of underutilized, vacant and/or abandoned buildings and land along Route 9 and to be assured that such redevelopment results in the improvements remaining as taxable properties within the Town to help protect the Town's existing property tax revenue; and

WHEREAS, Claremont owns the real property known as and numbered 25 Washington Street (hereinafter the "Premises," the legal description of which is attached hereto as Exhibit A, and also known as 700 Brookline Avenue) which currently consists of a vacant parcel formally occupied by a gas station, and

WHEREAS, Claremont has proposed the development on the Premises of a modern Select-Service hotel and related parking facilities (the "Project"); and

WHEREAS, the Town requires an easement of approximately 276.25 square feet of land on the southeast corner of Premises to construct roadway improvements which is more particularly shown on a sketch plan provided by the Town and attached hereto as Exhibit B (hereinafter the "the Easement"); and

WHEREAS, Claremont requires a zoning amendment to construct the Project; and

WHEREAS, Claremont acknowledges the value of the Easement to the Project; and

WHEREAS, Claremont has stated to the Town that the Project is not likely to result in a loss of the Town's taxable property, and in order to assure that the Premises will pay taxes or the equivalent thereof in the future it has offered to enter into this Agreement; and

WHEREAS, the Town intends to file a Warrant Article for consideration by Town Meeting to accept the Easement and authorize the Board of Selectmen to execute and record The Easement from Claremont on certain terms and conditions and upon the assurance that Claremont would enter into an agreement binding upon its successors and assigns with respect to the future payment of taxes or the equivalent thereof; and

WHEREAS, the Town and Claremont seek to confirm their shared commitment to keeping the Premises upon which the Project may be constructed as a taxable parcel notwithstanding that by virtue of its potential use, it may be exempt from the payment of real estate taxes as nontaxable real property under Massachusetts General Laws, Chapter 59, §5, Clause Third; and

WHEREAS, for the reasons stated above and pursuant to the terms of this Agreement, the Town and Claremont have agreed that Claremont and its successors and assigns in title to the Premises will make, during the term of this Agreement, as that term is explicitly defined below, voluntary payments to the Town in lieu of real estate taxes in circumstances in which Claremont or its successors and assigns in title would not otherwise be obligated to pay real property taxes on the Premises to the Town under applicable law. Voluntary in-lieu of tax payments are in addition to other economic enhancements provided by Claremont in developing the Premises as may be mutually agreed between the Town, acting through its Board of Selectmen, and Claremont;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Claremont and the Town agree as follows:

1. Claremont Commitment to Voluntary Annual Payment to the Town. This Agreement shall become effective on the date of its recording with the Norfolk Registry of Deeds and the Norfolk Registry District of the Land Court ("the Effective Date"). Subsequently, commencing with the first fiscal tax year next following the first assessment date on which the Project has been constructed by Claremont on the Premises and has received a final Certificate of Occupancy from the Town, in the fiscal years thereafter during which the Premises is being used for an Exempt Use or Uses, as hereinafter defined, and expiring ninety-five years from the Effective Date of this Agreement (the "Term"), Claremont shall make a direct financial contribution to the Town (the "Annual Payment"), and the Town shall accept the Annual Payment in full satisfaction of Claremont's obligations to make payments to the Town under this Agreement and/or applicable law (whether now in effect or, subject to Section 4, hereafter amended or adopted) on account of the Premises being used for an Exempt Use or Uses. During the Term, the Annual Payment shall consist of the "Voluntary Payment" more particularly described in Section 2 below. The assessment date shall mean January 1st or another date on which the Town Assessors by statute determine the value of real property for the next following fiscal year.

2. Voluntary Payment To Be Made by Claremont. The "Voluntary Payment" shall be paid by Claremont to the Town pursuant to this Agreement in quarterly installments on the date real property taxes are due and payable in the Town in each applicable fiscal tax year during the Term. The total Voluntary Payment shall be equal to the amount of real property taxes that would otherwise have been levied by and owed to the Town for all or any portion of the Premises were it not used for an Exempt Use or Uses and thus not exempt from real property taxes under applicable law in the relevant fiscal tax year. Claremont shall have the right to contest the amount of the Voluntary Payment on the basis of over valuation or

disproportionate valuation in comparison to similar properties, provided Claremont shall before commencing legal action first use good faith efforts to mediate the issue of valuation with the Assessors. An Exempt Use or Uses shall mean those uses of real property that render such property eligible for exemption from real property taxation pursuant to Massachusetts General Laws Chapter 59, Section 5, Clause Third or other similar law that may be adopted during the Term of this Agreement. The Town shall provide Claremont with a written statement of the amount due not less than thirty (30) days prior to the due date.

3. **Termination of Agreement**. The Town or Claremont shall have the right to terminate this Agreement by, and effective upon, written notice of such termination delivered to the other in accordance with Section 8(a), in the event that, at any time after the Effective Date the federal or state laws, regulations, ordinances and/or other government requirements applicable to the payment by Claremont of taxes, similar assessments or payments in lieu of such taxes on the Premises used for an Exempt Use or Uses and/or any judicial or administrative interpretation of any of them (other than by the Town), change in any manner, the direct or indirect effect of which is to change the terms, conditions, and/or benefits of this Agreement in any way that is materially adverse to the Town or Claremont. This Agreement shall not in any manner whatsoever restrict the Town's exercise of its police power. Upon transfer of title of the Premises Claremont's obligations under the Agreement shall automatically terminate and the successor owner of the Premises shall be bound by the terms of this Agreement in accordance with the Successor Affirmation set forth in Section 7 of this Agreement.

4. **Period of Restrictions.** It is the intent of the parties that the restrictions set forth herein be imposed for a term of ninety-five (95) years from the Effective Date hereof, and Claremont hereby agrees and acknowledges that the restrictions shall not be deemed to be "unlimited as to time" within the meaning of Massachusetts General Laws, Chapter 184, Section 23, and that prior to the expiration of the initial thirty (30) years and prior to the expiration of any subsequent renewal period, such restrictions may be renewed from time to time thereafter for additional periods not in excess of twenty (20) years each, in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 27 or any successor statute.

5. **Representations as to Authority**. *The Town's Authority*. The Town represents that it is duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite municipal power and authority under the Town's Bylaws and under the laws of Massachusetts to execute, deliver, perform and be bound by this Agreement. The Town represents that (i) the individuals executing and delivering this Agreement on the Town's behalf are the incumbents of the offices stated under their names, and such offices have been duly authorized to do so by all necessary municipal action taken by and on the part of the Town, (ii) the Agreement has been duly and validly authorized, executed and delivered by the Town, and (iii) subject to any future decision of a court or arbitrator of competent jurisdiction (which the Town will not instigate and has no reason to believe will be forthcoming), the Agreement constitutes the valid and binding obligation of the Town, enforceable against the Town in

accordance with its provisions. If a third party challenges the validity and enforceability of this Agreement against the Town, the Town agrees to use best reasonable efforts to defend the validity and enforceability of this Agreement.

Claremont's Authority. Claremont represents that it is duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite power and authority to execute, deliver, perform and be bound by this Agreement. Claremont represents that (i) the individual executing and delivering this Agreement on Claremont's behalf is the incumbent of the office stated under his name, and such offices has been authorized to do so by all necessary corporate action taken by and on the part of Claremont, (ii) the Agreement has been duly and validly authorized, executed and delivered by Claremont, and (iii) subject to any future decision of a court or arbitrator of competent jurisdiction (which Claremont will not instigate and has no reason to believe will be forthcoming), the Agreement constitutes the valid and binding obligation of Claremont, enforceable against Claremont in accordance with its provisions. If a third party challenges the validity and enforceability of this Agreement against Claremont, Claremont agrees to use best reasonable efforts to defend the validity and enforceability of this Agreement.

6. Dispute Costs. In any dispute arising from this Agreement, the parties hereby agree that the prevailing party shall be entitled to costs and attorneys' fees, including, but not limited to, any fees and costs incurred in collecting a judgment arising from such action However, prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and Claremont agree that such disputes shall first be subject to non-binding mediation, for a period not to exceed ninety (90) days. Costs of such mediation shall be shared equally by the Parties.

7. Lien/Collection Remedies. Upon the failure to make any Voluntary Payment to the Town, the Town may take whatever action it deems feasible to collect said payment whether in law or equity. The parties agree that the Voluntary Payment may constitute a fee for collection proceedings and may constitute a lien on the property for collection purposes. Upon written request from time to time to the Town Tax Collector, the Tax Collector shall provide the record owner of the Premises with a written statement certifying compliance with this Agreement as of said date and otherwise stating any amounts due and payable and the amount of the Voluntary Payment.

8. Deed Reference and Affirmation of Successor In Title. Claremont and its successors in title agree that during the Term, that each successive deed to the Premises executed and delivered by the grantor shall contain the following statement:

> "Reference is made to an Agreement by and between Claremont Corporation and the Town of Brookline dated _____, 2016, recorded with Norfolk County Registry of Deeds in Book _____, Page _____ (the 'Payment in Lieu of Tax Agreement'), as well as all amendments duly made and recorded. By acceptance and recording of this deed, the Grantee

acknowledges and accepts the Payment in Lieu of Tax Agreement and all relevant amendments and agrees that the same shall be binding and enforceable against the Grantee in accordance with its terms."

Claremont and such successors in title shall notify the Town in the manner provided in Section 8 hereof of the conveyance of the Premises and shall provide the Town with a copy of the deed evidencing the same conforming to this Section 7. The Town shall not be required to issue the certification provided for in Section 6 hereof absent compliance with Section 7, where applicable.

9. Miscellaneous Provisions.

(a) Notices. All notices, consents, directions, approvals, waivers, submissions, requests and other communications under this Agreement shall be effective only if made in writing with all delivery charges prepaid by a method set forth below, shall be effective at the times specified below, and shall be addressed to:

Claremont Companies
One Lakeshore Center
Bridgewater, MA 02324

With a copy to:

Robert L. Allen Jr., Esq.
Law Office of Robert L. Allen Jr., LLP
300 Washington Street
Brookline, MA 02445

Town of Brookline
Attn: Town Administrator
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

With a copy to:

Town of Brookline
Attn: Town Counsel
333 Washington Street
Brookline, MA 02445

___ By commercially recognized overnight or expedited commercial courier service, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the delivery receipt;

___ By hand delivery, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the messenger's receipt; or

___ By US certified or registered mail, return receipt requested, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the return receipt.

Any party may change or add to the addressees and/or addresses for notice by giving notice of such change or addition to the other party in accordance with this paragraph.

(b) Severability/Captions. The provisions of this Agreement are severable and, if any provision, or any portion thereof, is deemed by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions, or remaining portions thereof, shall remain valid and enforceable to the fullest extent permitted by law, provided that (as determined by agreement of the parties or by a court or arbitrator of competent jurisdiction) such continuing validity and enforceability results in neither the loss of any material benefit to, nor the increase of any material burden on, either party or both of them, as such benefits and burdens are originally provided in this Agreement. If this Agreement is terminated or rendered of no effect due to the invalidity, illegality, or unenforceability of any of its provisions, those Claremont obligations that otherwise would survive the Term shall end. The captions used in this Agreement are for convenience only and shall not be deemed to have any relevance to the meaning of any of the provisions.

(c) Waivers/Time of Essence. The provisions and any breach of this Agreement shall not be waived, except expressly in writing signed by the waiving party. A waiver on one occasion or of one provision or breach shall not constitute a waiver on another occasion or of another provision or breach. Time is of the essence of this Agreement.

(d) Amendments. This Agreement shall not be amended unless such amendment shall be expressly agreed in writing executed by duly authorized representatives both parties.

(e) Whole Agreement/Survival. This Agreement supersedes any previous negotiations or agreements between the parties to this Agreement, whether oral or in writing, in relation to the matters dealt with herein and represents the entire agreement between the parties in relation thereto. The provisions of this Agreement that, by their specific terms apply after the Term shall, except as provided in Sections 4 and 8(b), survive the Term for so long as applicable; and all of the provisions of this Section 8 shall also survive the Term in relation to any of this Agreement's other surviving provisions.

(f) Real Property. All references in this Agreement to real property or property owned by or of Claremont shall be deemed to mean fee ownership of the Premises, including fixtures and/or improvements thereto and any use and/or occupancy of the Premises, including leases, which would affect the determination of whether the property is exempt or taxable by the Town.

(g) Reservations. The Town and Claremont agree that this Agreement provides the Town with protection of its tax base; but nothing in this Agreement in any way restricts the Town's complete discretion in the exercise of its police power or imposes any restrictions on Claremont's complete discretion to determine whether and how the Premises shall be developed and improved and the use of the Premises and whether the Premises shall be reserved for, converted to, or acquired for, an Exempt Use or Uses and/or taxable purposes, taking into account economic conditions from time to time, relevant site constraints of development and any and all other considerations it desires. The Town and Claremont each reserves all of its respective positions, rights and remedies at law and equity in connection with real estate taxes and exemptions in the event of the termination, expiration or inapplicability of this Agreement. Claremont is entering into this Agreement voluntarily; and nothing in this Agreement or Claremont's performance of its covenants hereunder shall be construed for any purposes whatsoever to constitute an acknowledgement by Claremont of any regulatory, statutory or contractual obligation to make the Voluntary Payment or any other payment to the Town on account of real property owned by Claremont for Exempt Purposes, beyond the explicit contractual commitments voluntarily made by Claremont under, and subject to all of the terms and conditions of, this Agreement.

(h) Counterparts. This Agreement may be executed by the parties hereto in multiple separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument of which there may be multiple originals.

(i) Applicable Law. This Agreement shall be governed by, and construed accordance with, the laws of The Commonwealth of Massachusetts for all purposes, without regard to any such laws governing choice of law.

(j) Successor In Title/Recording. This Agreement shall bind Claremont and its successors and assigns in title to the Premises and shall be deemed to "run with the land" for the duration of the Term. This Agreement shall be recorded at the Norfolk County Registry of Deeds and Norfolk Registry District of the Land Court as appropriate upon execution of this Agreement and approval of all permitting for the Project.

IN WITNESS whereof the parties have executed this Agreement under seal as of the Effective Date.

Claremont Brookline Avenue, LLC

By: The Claremont Company, Inc.
Its Manager

By _____
Elias Patoucheas
President
Hereunto duly authorized

Date: _____

Town of Brookline
Board of Selectmen:

_____

_____

_____

_____

_____

Hereunto duly authorized
Date:_____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared Elias Patoucheas, President of The Claremont Company, Inc, as Manager of Claremont Brookline Avenue, LLC , proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose..

_____
Notary Public

Personally Known _____
Produced Identification _____
Type of Identification _____

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____ 20__, before me, the undersigned notary public, personally appeared _____ _____, _____, _____ _____ Board of Selectmen, of the Town of Brookline, proved to me through satisfactory evidence of identification to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Brookline.

_____

Notary Public

Personally Known _____

Produced Identification _____

Type of Identification _____

My Commission Expires:_____

EXHIBIT A

Legal Description of 25 Washington Street Property

The following parcels of land situated in Brookline in the County of Norfolk and said Commonwealth of Massachusetts:

Parcel One:

A certain parcel of land with the buildings thereon situate and now numbered 690 and 692 on Brookline Avenue, bounded and described as follows: Northwesterly on Brookline Avenue fifty-three and 29/100 feet (53.29); Northeasterly by land formerly of John Dillon and now or late of Charles A. Crush et al. eighty-nine and 54/100 (89.54) feet; Easterly by River Road forty-four and 51/100 (44.51) feet; Southerly by land now or late of Yiannacopoulus forty-seven and 08/100 (47.08) feet; and Southwesterly by land now or late of Curry seventy-four (74.00) feet. Containing 5,924 square feet.

Parcel Two:

A certain parcel of land with the buildings thereon situate and now numbered 9 and 11 on Washington Street, bounded and described as follows: Southerly by said Washington Street twenty-two (22.00) feet; Westerly by the parcel next hereinafter described fifty-nine and 30/100 (59.30) feet; Northwesterly five (5.00) feet and Northerly eighteen and 44/100 (18.44) feet by land now or late of Curry, and Easterly by land now or late of Yiannacopoulus sixty-three and 70/100 (63.70) feet. Containing 1,300 square feet.

Parcel Three:

A certain parcel of land with the buildings thereon situate and now numbered 13 and 15 on said Washington Street, bounded and described as follows: Southerly by said Washington Street twenty-two and 07/100 (22.07) feet; Westerly by land now or late of Orelovitz thirty-nine and 02/100 (39.02) feet; Northwesterly by the same land seventeen and 50/100 (17.50) feet and by the parcel next hereinafter described twelve (12.00) feet and Easterly by the second parcel herein described fifty-nine and 30/100 (59.30) feet. Containing 1,047 square feet.

Parcel Four:

A certain parcel of registered land lying Northwesterly of the third parcel herein described, bounded and described as follows: Westerly by Lot A as shown on the plan hereinafter referred to eighteen and 56/100 (18.56) feet; Northeasterly by land now or formerly by Charles H. Stearns et al. twenty-one and 83/100 (21.83) feet; Southeasterly by the third parcel hereby conveyed twelve (12.00) feet; Southwesterly by land now or formerly of Israel Jacobs ten and 50/100 (10.50) feet; Southeasterly by the same land seven and 72/100 (7.72) feet. Said parcel

is shown as Lot B on a plan drawn by Aspinwall & Lincoln, Civil Engineers dated Feb. 9, 1924, as approved by the Land Court, filed in the Land Registration Office as Plan No. 7247B, a copy of a portion of which is filed with the Norfolk Registry District with Certificate of Title No. 7071, in Volume 36, and is described in Certificate of Title No. 7072, in said Registry District.

Parcel Five:

A certain parcel of registered land with the buildings thereon situate and now numbered 706 and 708 on Brookline Avenue, bounded and described as follows: Northwesterly by Brookline Avenue thirty-eight and 60/100 (38.60) feet; Northeasterly by land now or formerly of Charles H. Stearns et al. thirty-four and 34/100 (34.34) feet; Easterly by Lot B shown on the plan hereinafter referred to eighteen and 56/100 (18.56) feet; Southeasterly by land now or formerly of Israel Jacobs six and 45/100 (6.45) feet; Southerly by lands now or formerly of Israel Jacobs and of Eva Jacobs fifty-four and 73/100 (54.73) feet. Said parcel is shown as Lot A on a plan drawn by Aspinwall & Lincoln, Civil Engineers dated Feb. 9, 1924, as approved by the Land Court, filed in the Land Registration Office as Plan No. 7247B, a copy of a portion of which is filed in the Norfolk Registry District with Certificate of Title No. 7071, Vol. 36.

Parcel Six:

A certain parcel of land with the buildings thereon situate and now numbered 698 on Brookline Avenue, formerly numbered 27 on Brookline Avenue, bounded and described as follows: Northwesterly by said Brookline Avenue forty-five and 13/100 (45.13) feet; Northeasterly by land now or late of Warren seventy-four (74.00) feet; Southerly in part by land now or late of Yiannacopoulus and in part by land now or late of Warren twenty-eight and 28/100 (28.28) feet; Southeasterly by the last-mentioned land five (5.00) feet; Southwesterly fifty-six and 17/100 (56.17) feet in part by other land now or late of said Warren; being the premises described in Certificate of Title No. 7072 issued from the Norfolk Registry District, and in part by land now or late of Nichelini, being the premises described in Certificate of Title No. 11228 in said Registry District. Containing 2,047 square feet.

Parcel Seven:

The land in Brookline, together with the buildings thereon, and shown as Lots A and B on a plan of land in Brookline, Aspinwall & Lincoln, Civil Engineers, dated June 5, 1926, and recorded with Norfolk Deeds, Book 1711, Page 475, and bounded and described as follows:

Commencing at the Southeasterly corner of said premises on Washington Street by land now or formerly of James J. Warren, running Northerly and bounded Easterly by said land now or formerly said of James J. Warren, thirty-nine and 8/100 (39.08) feet to a stake three (3) feet six (6) inches from the end of the building formerly standing thereon; thence running Northeasterly seventeen and 50/100 (17.50) feet, bounded by land now or formerly of said James J. Warren, to a stake; thence turning and running Westerly bounded Northerly by land now or formerly of said James J. Warren, ten and 50/100 (10.50) feet; thence turning and

running Southerly bounded Westerly by land now or formerly of said James J. Warren fourteen and 17/100 (14.17) feet to the corner of the dwelling house which formerly stood thereon; thence turning and running Westerly bounded by a 3-foot passageway and land now or formerly of James J. Warren fifty-four and 73/100 (54.73) feet to Brookline Avenue; thence turning and running Southwesterly by said Brookline Avenue fifty-two and 3/100 (52.03) feet; thence turning and running at the junction of Brookline Avenue and Washington Street in a Southeasterly direction as shown on said plan, seven and 79/100 (7.79) feet; thence turning and running Easterly by said Washington Street eighty-three and 96/100 (83.96) feet to the point of beginning; together with the right to pass and re-pass at all times over said 3-foot passageway.

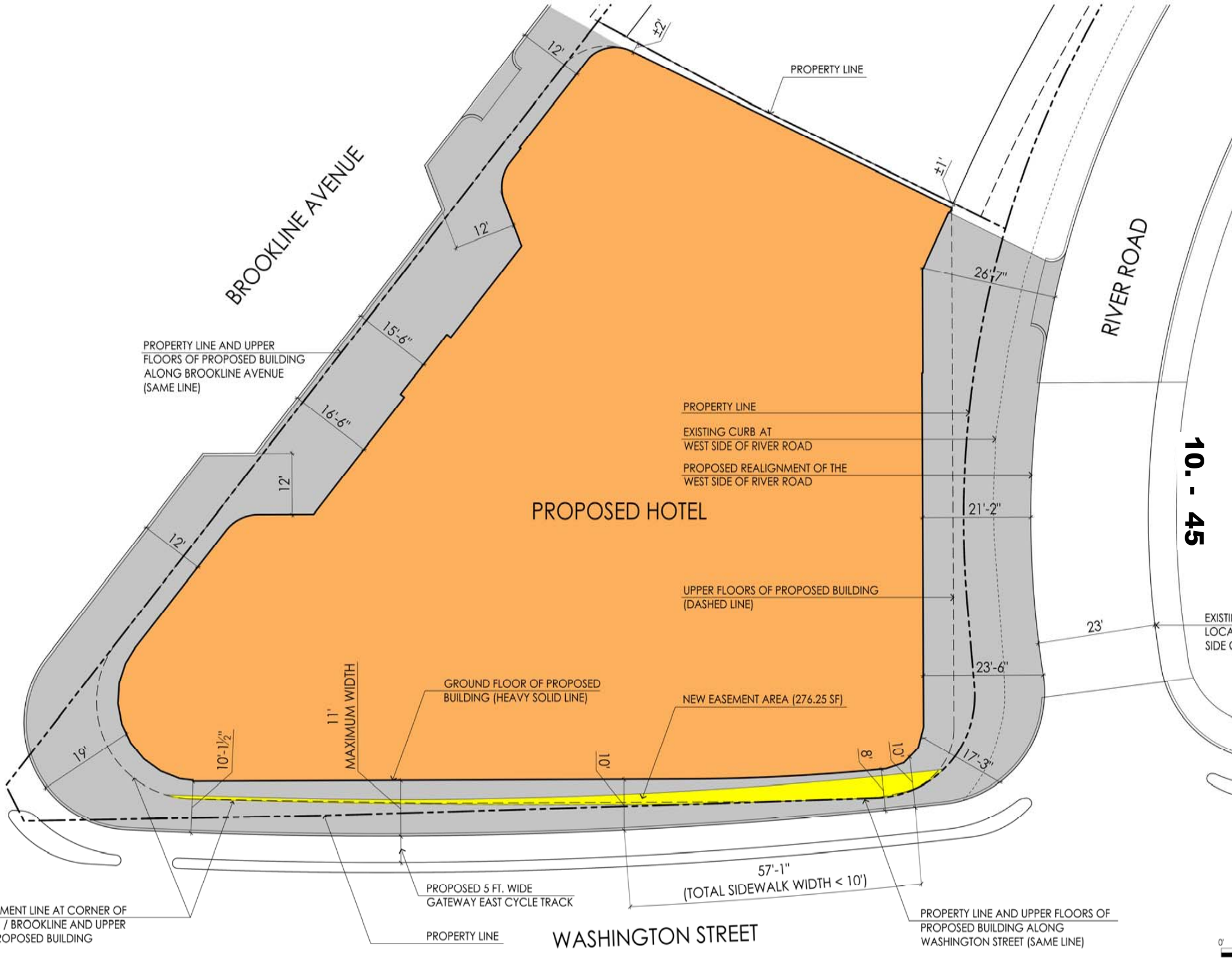
Parcel Eight:

All of that certain parcel of land situate in Brookline in the County of Norfolk and said Commonwealth, bounded and described as follows:

Easterly by the Westerly line of River Road, forty-five and 67/100 (45.67) feet; Southeasterly by the Northwesterly line forming the junction of said River Road and Washington Street, thirty-two and 69/100 (32.69) feet; Southerly by the Northerly line of said Washington Street, thirty-eight and 72/100 (38.72) feet; and Westerly, sixty-three and 81/100 (63.81) feet, and Northerly, fifty-six and 92/100 (56.92) feet, by land now or formerly of the Gulf Oil Corporation.

All of said boundaries are determined by the Land Court to be located as shown upon plan numbered 25231A, which is filed in Norfolk Registry District with Certificate No. 53210, Book 267, the same being compiled from a plan drawn by William S. Crocker, Civil Engineer dated June 15, 1954, and additional data on file in the Land Registration Office, all as modified by and approved by the Court.

EXHIBIT B


BROOKLINE AVENUE
RIVER ROAD
WASHINGTON STREET
PROPOSED HOTEL
PROPERTY LINE
PROPERTY LINE AND UPPER FLOORS OF PROPOSED BUILDING ALONG BROOKLINE AVENUE (SAME LINE)
PROPERTY LINE
EXISTING CURB AT WEST SIDE OF RIVER ROAD
PROPOSED REALIGNMENT OF THE WEST SIDE OF RIVER ROAD
UPPER FLOORS OF PROPOSED BUILDING (DASHED LINE)
GROUND FLOOR OF PROPOSED BUILDING (HEAVY SOLID LINE)
NEW EASEMENT AREA (276.25 SF)
11' MAXIMUM WIDTH
PROPOSED 5 FT. WIDE GATEWAY EAST CYCLE TRACK
57'-1" (TOTAL SIDEWALK WIDTH < 10')
PROPERTY LINE
PROPERTY LINE AND UPPER FLOORS OF PROPOSED BUILDING ALONG WASHINGTON STREET (SAME LINE)
12'
12'
12'
12'
15'-6"
16'-6"
±2'
±1'
26'-7"
21'-2"
23'
23'-6"
17'-3"
19'
10'-1½"
10'
8'
10'

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE TOWN OF BROOKLINE AND CLAREMONT BROOKLINE AVENUE LLC

This Memorandum of Agreement between Claremont Brookline Avenue LLC, a Massachusetts limited liability company with a principal place of business at The Claremont Company, Inc., One Lakeshore Center, Bridgewater MA 02324, its successors and assigns ("Claremont") and the Town of Brookline, a municipal corporation ("Town"), located in Norfolk County, Massachusetts and acting by and through its Board of Selectmen (the "Board"), (collectively referred to as the "Parties") is made and entered into this ___ day of _____, 2016, upon the mutual promises and obligations hereinafter set forth and additional consideration which the parties acknowledge is adequate and appropriate, upon the following terms and conditions:

WHEREAS, Claremont seeks to construct a Select-Service hotel, in one building including up to 175 standard hotel rooms similar to a Hilton Garden Inn and no more than 70 structured parking spaces (the "Proposed Project") at 25 Washington Street (also known as 700 Brookline Avenue) in Brookline, Massachusetts (the "Property");

WHEREAS, the Property is more particularly described in the legal description contained in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the Town intends to proceed with and secure funding for a significant public works project, referred to as the Gateway East Project, which may occur prior to the commencement of construction of Claremont's Proposed Project;

WHEREAS, a portion of the Gateway East Project consists of the so-called Village Square Circulation Improvements (hereinafter for the purposes of this Agreement referred to simply as the "Gateway East Project"), more generally described as follows:

The reconfiguration of the existing traffic circulation system in Brookline at Washington Street, Route 9, Walnut Street, High Street and Pearl Street. The existing jug handle used to provide access to Washington Street from Route 9 eastbound would be removed and replaced with a new four-way intersection at Pearl Street. Signals would be relocated and upgraded with a new ADA-compliant surface level pedestrian cross walk with walk signal intersection, replacing the recently demolished pedestrian bridge that crosses Route 9. The bicycle and pedestrian connection at the Riverway across Route 9 will be improved. A cycle track from the intersection of Washington Street and Route 9 to the Brookline/Boston border will be constructed. In addition, lighting and landscaping improvements will be made in the area, improving the overall aesthetics of this portion of Route 9 and Brookline Village;

WHEREAS, the Parties agree that the Gateway East Project will benefit Claremont, the Property and the Proposed Project by increasing the pedestrian and bike

access and improving the design and aesthetics of the site;

WHEREAS, on August 17, 2016, the Planning Board, at the recommendation of the River Road Study Committee adopted Design Guidelines with respect to the future development of the Emerald Island Special District, and in recognition of the intent and spirit of the Guidelines and the vision of the Committee, Claremont has expressed its commitment to work with the Town and provide a first-rate project in both its design elements and materials all in further recognition of the importance of the location of the Property; its connection to Brookline's neighborhoods, the Emerald Necklace and surrounding community;

WHEREAS, the Parties agree that the Proposed Project will benefit the Town and Claremont, but will also have impacts on the Town; accordingly, Claremont agrees to take steps to mitigate the impacts of the Proposed Project on the Town, as hereinafter set forth;

WHEREAS, the provisions of this Agreement are available for consideration by the Planning Board and the Board of Appeals in reviewing any application for a special permit authorizing the Proposed Project;

WHEREAS, the Parties wish to enter into this Agreement to memorialize their mutual understandings and obligations with respect to the Proposed Project and those certain permits and approvals required for the Proposed Project, as well as any other agreements between Claremont and the Town all on the terms and conditions hereinafter set forth;

WHEREAS, the Parties contemplate entering into such further binding agreements as reasonably appropriate and approved by both Parties to proceed with the Proposed Project and to satisfy the mutual obligations contained herein;

WHEREAS, the Parties have discussed the terms and conditions to be included in the Agreement in connection with the Proposed Project and in order to mitigate impact(s) upon the Town;

NOW THEREFORE, in consideration of the promises and mutual obligations of the Parties hereto and upon good and valuable consideration the receipt and sufficiency of which the Parties acknowledge, each of them does hereby covenant and agree as follows:

1. All references herein to following terms shall have the meanings hereinafter set forth:

a. All references to the "Proposed Emerald Island Special District Zoning Provisions" or "EISD" shall be construed as a reference to the text of the Warrant Article No. 7 on the Warrant for the November 15, 2016 Town Meeting, a copy of which is attached hereto as Exhibit B, as such text may be amended at Town Meeting, provided that such amendments do not impose burdens on the Proposed Project which are adverse to the feasibility of construction or to the operational or financial feasibility of the Project in the reasonable judgement of Claremont.

b. All references herein to the "Proposed Project" shall be construed as a reference to the Proposed Project depicted on the site plan and elevation plans and notes thereto attached hereto as Exhibit C and incorporated herein, as such plan may be modified during the site plan and design review process and the special permit process, provided that such modifications do not detract from Claremont's ability to design, construct and operate an 11-story Select-Service hotel building containing approximately 153,500 +/- square feet including no more than 175 hotel rooms and no more than 70 structured parking spaces at 25 Washington Street (also known as 700 Brookline Avenue) along with the ability to provide shared ramp access for a future building on the adjacent site described herein, and that do not impose burdens on the Proposed Project which are adverse to the feasibility of construction or to the operational or financial feasibility of the Project in the reasonable judgement of Claremont.

c. All references to the "Town Meeting Approval Conditions" shall be construed as references to: (i) approval by Town Meeting and the Attorney General of the Proposed Emerald Island Special District Zoning Provisions; (ii) authorization by Town Meeting of the acceptance of the PILOT Agreement; (iii) authorization by Town Meeting of the execution by the Board of Selectmen of this agreement and of any other documents or agreements necessary or appropriate for implementation of the Proposed Project except with respect to the Town Meeting vote to approve the Roadway Easement in connection with the Gateway East Project which will be approved at a future Town Meeting, and in each case with challenge periods to all such Town Meeting actions having passed (which, in the case of the Special District zoning, shall be the challenge period under G.L. c. 40, Secs. 32 and 32A) with no challenges by unrelated third parties pending or, if any of such actions is challenged, the same having been finally disposed in a manner favorable to the Town Meeting action, not later than two (2) years from the date of approval by Town Meeting.

d. All references to the "Other Required Approvals" shall be construed as references to such other permits, variances, licenses and/or other approvals, additional to the special permit(s) under the Proposed Emerald Island Special

District Zoning Provisions, necessary, in Claremont's reasonable determination, to allow for the construction and operation of the Proposed Project, exclusive of building permits which will be issued in the ordinary course conditioned only upon payment of the building permit fee.

e. All references to the "Special Permit and Other Required Approvals Conditions" shall be construed as references to issuance by the Board of Appeals of a special permit(s) under the Emerald Island Special District Zoning Provisions or other zoning provision in order to proceed with the Proposed Project and issuance of the Other Required Approvals by any other public board, committee or body having jurisdiction or enforcement powers over the Property or Proposed Project, all in a manner which does not impose burdens or conditions on the Project which are adverse to the operational or financial feasibility of the Project in the reasonable judgement of Claremont, with all the appeal periods having passed with no appeals pending or, if any such Special Permit or other Required Approval is appealed (i) in the event the appeal was filed by unrelated third parties or a Town board or committee with standing to appeal, the same having been finally disposed of favorably to Claremont not later than two (2) years from the date of issuance of the Special Permit or Other Required Approval which is the subject of the appeal, and (ii) in the event the appeal was filed by Claremont, the same having been finally disposed of favorably to Claremont.

2. Upon satisfaction of the Town Meeting Required Approval Conditions, i) Claremont shall immediately record this Agreement with the Norfolk Registry of Deeds and/or Norfolk Registry District of the Land Court, as appropriate and at its own expense and shall provide evidence of such recording to Town Counsel; and ii) Claremont and the Town shall execute the PILOT Agreement and Claremont shall deliver the same to Town Counsel or a mutually agreed upon escrow agent to be held in escrow pursuant to mutually agreed upon conditions under the provisions of this Agreement (the "Escrow Agent"). In the event the Town Meeting Approval Conditions are not satisfied this Agreement and the obligations set for the in the PILOT Agreement shall become null and void and of no force and effect.

3. In the event that the Special Permit and Other Required Approvals Conditions are satisfied, Claremont shall deliver notice thereof to the Escrow Agent, who shall thereafter record with Norfolk Registry of Deeds and the Norfolk Registry District of the Land Court, as appropriate, the PILOT Agreement. In the event that the Special Permit and Other Required Approvals Conditions are not satisfied, Claremont or the Town may deliver notice to the Escrow Agent who shall thereafter immediately return the original copy of the PILOT Agreement to Claremont and simultaneously notify the Town that such original was returned to Claremont.

4. Environmental Matters:

   a. Indemnity – As Related to Environmental Conditions On/Under/From the Property and Construction of the Project: Claremont agrees to indemnify, defend and hold harmless the Town from and against any and all claims, charges, costs, damages or liabilities arising from or relating to (A) the presence or release on or before the date hereof of any "Hazardous Materials" or "Oil" (as such terms are defined in the Massachusetts Contingency Plan or "MCP", 310 CMR 40.0000) on, in, under or migrating from the Property, including without limitation releases reported to the Massachusetts Department of Environmental Protection ("DEP") and assigned Release Tracking Numbers 3-33202, 3-33313, 3-33314, and 3-33342 ("Property Environmental Conditions") or (B) the gross negligence or willful misconduct of Claremont or any of Claremont's contractors, Licensed Site Professionals or agents during construction of the Project.

   b. Release – As Related to Environmental Conditions On/Under/From the Property and Abutting Public Ways: Claremont, on behalf of itself and its successors (including without limitation, future owners of the Property) and assigns, agrees to release the Town from all claims or demands for property or other damage, liabilities, obligations, penalties, costs, and expenses arising from or in any way relating to (A) the Property Environmental Conditions or (B) the environmental conditions currently present within or under the public ways abutting the Property except to the extent such claims or demands arise from either (1) the gross negligence or willful misconduct of the Town or its contractors, Licensed Site Professionals or agents after the date hereof, or (2) those environmental conditions having migrated from the public way to the Property on or after the effective date hereof due to activities or events beyond the reasonable control of Claremont, its successors and assigns, including any future owner or any of their respective contractors or tenants.

   c. Cleanup Obligations - As Related to Property Environmental Conditions: Claremont shall perform or cause to be performed any assessment, monitoring, reporting, remediation, risk assessments, or any other response actions required by the MCP with respect to the Property Environmental Conditions, including but not limited to any work required to respond to and comply with any DEP audit regarding, or other subsequent DEP order or notice relating to, the Property Environmental Conditions.

d. Vapor Barrier and Subslab Venting – Claremont shall: (a) install, as a voluntary precautionary measure, a vapor barrier and subslab venting system(s) beneath the building in connection with construction of the Project, the venting system to be constructed such that it can be made active if necessary, and (b) cause its Licensed Site Professional to send a letter to the Health Director and Director of Transportation/Engineering, prior to occupancy of the building, confirming that such subslab venting system and vapor barrier have been installed and are operational.

e. Construction Work – Compliance with Laws and Protection of Workers/Residents: All excavation and subsurface construction work performed by or on behalf of Claremont in connection with the Project shall be performed (and conditions encountered in connection with such work shall be addressed) in accordance with the MCP and, if required, a Release Abatement Measure plan prepared by a Licensed Site Professional, filed with DEP, with such Release Abatement Measures to include (a) specifications for health and safety plans, and (b) management procedures for contaminated media that include, among other details, air quality monitoring in connection with activities involving disturbance of contaminated soils or management of contaminated media to ensure protection of persons in the vicinity of the construction work.

5. Obligations of the Town:

On October 25, 2016 the Board of Selectmen voted favorable action on Articles 7 (Zoning), 9 (PILOT Agreement) and 10 (General Authorization) subject to the terms and conditions of this Agreement and conveyed its vote(s) and favorable report to the Advisory Committee and in the Combined Reports which shall be delivered to all Town Meeting Members. The Selectmen shall also, to extent appropriate, cooperate with Claremont and shall encourage other Town Boards to cooperate with Claremont in reviewing in a timely and expeditious manner any required permits and approvals for the Project. The Selectmen shall support and undertake action necessary to obtain the approval of the Attorney General of The Commonwealth of Massachusetts of the Emerald Island Special District Zoning Provisions by Town Meeting.

If the construction of the Proposed Project proceeds prior to the commencement of the Gateway East Project construction and the Gateway East Project requires changes or modifications to the construction work completed by Claremont the Town agrees to assume full responsibility for such changes including all costs.

6. Voluntary Special Permit Conditions: Claremont agrees that a grant by the Town Board of Appeals of any special permit or other zoning relief for the Project may be conditioned upon the following:

   a) The Project shall include a maximum of 175 Select-Service hotel rooms.

   b) The Project shall contain a maximum of 70 structured parking spaces, with said parking spaces configured and managed in a way so as to insure that no more than 70 vehicles are parked on-site at any one time.

   c) The Project plans submitted to the Board of Appeals as part of the Special Permit process shall include: the placement and specifications of all rooftop equipment, signs and exterior lighting and their visual impacts to abutting properties in Brookline; and the location and timing of delivery operations. These plans shall also include: (i) a landscaping plan showing tree plantings in the public way as approved by the Planning Board and Director of Parks and Open Space; and (ii) a specific pedestrian streetscape and streetlight improvement plan approved by the Director of Transportation and Director of Parks and Open Space as required by the zoning.

   d) All illuminated exterior signage shall be designed and installed with the ability to be automatically dimmed during nighttime hours.

   e) Prior to the issuance of a Building Permit, Claremont shall make a payment to the Town in an amount totaling no less than 1% of hard construction costs as defined in the EISD to be used towards improvements within 500 feet of the EISD boundaries. Following submission of final project cost affidavits, if actual hard construction costs exceed the amount utilized in the above calculation, Claremont shall, prior to issuance of any Certificate of Occupancy, make an additional payment in the amount necessary to have the total paid equal to 1% of the actual hard construction costs.

   f) Vehicular access to the site shall include vehicles entering only from Brookline Avenue and exiting only onto River Road.

   g) Hotel parking will be accommodated by structured parking containing no more than 70 spaces. These 70 parking spaces will be used by hotel guests and hotel employees. Additionally, the hotel parking ramp and northern facing garage wall shall be designed, constructed and operated to provide a feasible and efficient potential connection point for parking access to future development on the adjacent site (the "Shared Parking Ramp Design"). Claremont shall provide a detailed Shared Parking Ramp Design to the Town's Planning Board and appointed Design Advisory

Team. Prior to the issuance of Special Permits, Claremont shall provide an easement for the use of its parking ramp for access to a future building adjacent to their site. In recognition of the Shared Parking Ramp Design being an integral element of the Proposed Project which will minimize curb cuts and increase bicycle and pedestrian safety on Brookline Avenue, Claremont shall provide an easement plan in a form acceptable to Town Counsel for recording of the easement as further set forth herein. By so doing, Claremont, to the best of its ability and with the information currently available, acknowledges based on the uses permitted under the EISD that there will be no "over-burdening" of the easement.

h) Prior to the issuance of any Building Permit, the final plans showing the construction of the Shared Parking Ramp Design shall be submitted for approval to the Building Commissioner and Director of Engineering, said plans shall be consistent with the plan provided to Town Counsel to be referenced in the easement.

i) To ensure compliance with the Town's Transportation Demand Management Policy, Claremont shall be subject to traffic monitoring and annual reporting to the Town of Brookline, including the following features: (i) No later than thirty (30) days prior to the anticipated issuance of a building permit for the Proposed Project, a TDM plan shall be submitted to the Town, for review and approval by the Director of Transportation/Engineering and the Planning and Community Development Director (or designee); (ii) In connection with preparation of the TDM plan, Claremont shall provide information as to its existing policies relating to employee transportation then in effect, and the mode use resulting from such existing policies; (iii) An annual monitoring and reporting program will commence after receipt of the final Certificate of Occupancy for the Proposed Project. If the final Certificate of Occupancy for the Proposed Project is issued between September 1 and February 29, the monitoring will take place during the months of September or October and a report provided to the Town no later than November 30. If the final Certificate of Occupancy for the Proposed Project is issued between March 1 and August 31, monitoring will take place during the months of April or May and be reported to the Town no later than June 30; (iv) The monitoring program will be based on traffic counts and employee surveys as to vehicle, transit, pedestrian, and bicycle usage to the Proposed Project. The monitoring program will provide detailed information on the travel modes to work and overall transportation characteristics by type of traveler (employee, visitor, etc.). The survey instrument to be used for mode share monitoring will be provided to the Director of Transportation/Engineering for approval prior to conducting

the survey. The employee survey (which may be conducted through electronic means) will be sent out to all employees, with a goal of securing a 60 percent minimum response rate. A guest/visitor survey shall be conducted during normal business hours, with a goal of securing at least 200 guest/visitor surveys.

j) The submission, prior to issuance of a building permit, of a final construction management plan that includes protocols to insure protection of persons in the vicinity of the construction work, including air quality monitoring during activities involving disturbance of contaminated soils or management of any contaminated media, such plan to be subject to review and approval by the Health Director and Director of Engineering.

k) Claremont and its successors-in-title agree that the duration of overnight occupancy of the hotel rooms shall not exceed ninety (90) consecutive days as to each hotel room.

l) Claremont shall provide notice to the Town of job openings for the benefit of Brookline residents and in particular residents of the Brookline Housing Authority and Village Way and shall conduct a job fair at the Brookline Teen Center or other similar venue.

7. In the event the Special Permit and Other Required Approvals Conditions are satisfied and Claremont proceeds with the Proposed Project, then Claremont agrees, with the approval of the Town's Transportation Director and Director of Parks and Open Space as necessary and in addition to the payment of 1% of the hard construction costs described above, to provide the following public benefits and improvements to mitigate the impacts to the Town and the public from the Proposed Project:

a) On-site pedestrian and landscaping improvements at a cost not to exceed $71,000.00;

b) Pedestrian, bicycle and landscaping improvements at or adjacent to the site and the Emerald Necklace park area at a cost not to exceed $376,855.00;

c) Enter into and record a Restrictive Covenant in substantially the form attached hereto as Exhibit D to assure the long-term certainty of the payment of real estate taxes on the Property or the equivalent payment in lieu thereof;

d) Enter into a Memorandum of Understanding with the Board of Selectmen to maintain a portion of the Emerald Necklace Park adjacent

to the Property as recommended by the Director of Parks and Open Space;

e) In connection with the Town's Gateway East Project, Claremont or its successor-in-interest shall provide a permanent easement to the Town for roadway improvements containing up to 276.25 square feet of land, generally in the area depicted on Exhibit E (the "Roadway Easement").

f) Prior to the issuance of the Special Permit(s) for the Proposed Project, Claremont shall grant a perpetual easement in a form satisfactory to Town Counsel for the benefit of the future owner of the adjacent parcels (the "Adjacent Property Owner") in order to facilitate a future project to be constructed under the EISD that permits the Adjacent Property Owner to utilize the Shared Parking Ramp Design for its own intended use (the "Shared Parking Ramp Easement"). Claremont shall execute and deliver this Shared Parking Ramp Easement in a form acceptable to Town Counsel to be held by Town Counsel in escrow and recorded only after the issuance of an appeal free building permit for the Proposed Project. In the case of an appeal of the building permit(s) or other request for enforcement action then recording shall be at the conclusion of any such appeal or request for enforcement being favorable to Claremont. Claremont shall timely pay the costs to record the Shared Parking Ramp Easement. Claremont agrees that it will not seek compensation, reimbursement for maintenance costs or other benefits for providing the Shared Parking Ramp Easement. In addition, prior to the issuance of the Special Permits for the Proposed Project, Claremont agrees to deliver a term sheet, in a form satisfactory to Town Counsel, outlining the commercially reasonable terms for a future shared ramp easement agreement to be entered into with the Adjacent Property Owner with respect to the use of the Shared Parking Ramp Easement (the "Ramp Access Term Sheet"). The Ramp Access Term Sheet will set forth any other standards, terms and conditions of such access and use not specified herein that are commercially reasonable and typical of any similar parking access easement agreements in the metropolitan area, including but not necessarily limited to terms setting forth that all of the costs of construction to access the ramp, including all costs associated with any temporary parking solution for hotel guests and employees in the event that a portion or all of the parking lot needs to be temporarily closed, shall be paid for by the Adjacent Property Owner. The Shared Ramp Term Sheet shall also include general provisions with respect to: exterior and interior signage indicating the ramp is for both properties; management, insurance and operation of such shared ramp access; reasonable release and indemnity provisions for Claremont and its successors and assigns, mortgagees, lenders and insurers with respect to

such use and access and mutual cooperation clause with respect to permitting and any other necessary regulatory approvals for both parties. The Town will provide upon request a copy of the Shared Ramp Easement held in escrow as well as the Shared Ramp Term Sheet to any potential future property owner of the adjacent property. Upon the request of the Adjacent Property Owner, Claremont will in good faith enter into a shared ramp agreement according to the general provisions of the Shared Ramp Term Sheet and this Agreement. Claremont further agrees to include a mutual cooperation clause in the shared ramp agreement requiring that Claremont and the Adjacent Property Owner shall at all times cooperate in good faith with respect to both the development of the Proposed Project; any other development under the EISD; and in obtaining all permits or other approvals necessary to utilize the Shared Parking Ramp Design, including, but not limited to, a special permit for use of a common driveway. Any failure to timely execute and deliver the Shared Parking Ramp Easement, provide the Ramp Access Term Sheet or enter into a shared ramp use agreement with the Adjacent Property Owner as required by this section shall be deemed a violation of this Agreement and of any previously granted Special Permit.

8. Miscellaneous:

8.1 If either Party brings a legal action to enforce the provisions hereof, the prevailing party shall to the extent permitted by law be entitled to recover reasonable attorneys' fees, as determined by the court that decides the matter in dispute. However, prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and Claremont agree that such disputes shall first be subject to non-binding mediation, for a period not to exceed ninety (90) days. Costs of such mediation shall be shared equally by the Parties.

8.2 It is the intent of the Parties that the obligations in this Agreement shall run with the land comprising the Property and be binding upon and inure to the benefit and burden of Claremont and its heirs, successors and assigns during their respective periods of ownership of the Property and shall survive any transfer of the Property or any portion thereof. Claremont agrees to provide a copy of this Agreement to any transferee of the Property or any portion thereof.

8.3 Each of the Parties signing below hereby represents and warrants that it is authorized to enter into this Agreement and execute the same on behalf of, and to bind legally, such Party.

8.4 All notices or requests required or permitted hereunder shall be in writing and addressed, if to the Town as follows:

Board of Selectmen
Town of Brookline
333 Washington Street
Brookline, MA 0 2445

with a copy to:

Joslin Murphy, Town Counsel
Office of Town Counsel
333 Washington Street
Brookline, MA 02445

If to Claremont addressed as follows:

Elias Patoucheas, President
The Claremont Company, Inc.
One Lakeshore Center
Bridgewater, MA 02324

And a copy to:

Robert Allen, Esq.
Law Office of Robert L. Allen, LLP
300 Washington Street
Brookline, MA 02445

Each of the Parties shall have the right by notice to the other to designate additional parties to whom copies of notices must be sent, and to designate changes in address. Any notice shall have been deemed duly given if mailed to such address postage prepaid, registered or certified mail, return receipt requested, on the date the same is received or when delivery is refused, or if delivered to such address by hand or by nationally recognized overnight courier service, fees prepaid, when delivery is received or when delivery is refused, or if transmitted by facsimile or other electronic means with confirmatory original by one of the other methods of delivery herein described, on the date so transmitted by facsimile or other electronic means.

8.5 If and to the extent that either of the Parties is prevented from performing its obligations hereunder by an event of force majeure, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the

Parties instead shall negotiate in good faith with respect to appropriate modifications to the terms hereof. For purposes of this Agreement, the term force majeure shall mean any cause beyond the reasonable control of the affected party, including without limitation: acts of God, fire, earthquake, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation, strikes, lockouts; actions of labor unions; condemnation, laws or orders of governmental or military authorities, requirement of statute or regulation, action of any court, regulatory authority, or public authority having jurisdiction; or any other cause similar to the foregoing, not within the reasonable control of such party obligated to perform such obligation. With respect to any particular obligation of Claremont only, the term force majeure shall include the denial of, refusal to grant or appeals of any permit or approval of any public or quasi-public authority, official, agency or subdivision and any litigation brought by a third party relating to such particular obligation.

8.6 Failure by CLAREMONT to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until CLAREMONT fails to commence to cure, correct or remedy such failure within thirty (30) days of the receipt of written notice of such failure from the Town to CLAREMONT and thereafter fails to complete such cure, correction or remedy within sixty (60) days of receipt of such written notice or, with respect to defaults which cannot reasonably be cured, corrected or remedied within such sixty (60) day period, within such additional period of time as is reasonably required to remedy such default, provided CLAREMONT exercises due diligence in the remedying of such default and notifies the Town of the steps being taken to remedy the default.

8.7 The Parties agree that time is of the essence with respect to the obligations of the Parties as set forth herein. To that end it is Claremont's good faith intention to proceed as expeditiously as possible after the issuance of the Special Permit(s) for the Proposed Project to apply for all necessary building permit(s) and to diligently commence work on the Proposed Project. The Town agrees to request an expedited determination from the Office of the Attorney General with respect to the EISD zoning approved under Article 7.

8.8 The obligations of Claremont do not constitute the personal obligations of Claremont's employees, directors or officers and the Town shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. In no event shall Claremont be liable for any incidental, indirect, punitive or special or consequential damages.

8.9 Each Party agrees from time to time, upon not less than ten (10) days' prior

written request from the other, to execute and deliver a statement in writing certifying that this Agreement is in full force and effect (or if there have been any modifications, setting them forth in reasonable detail), and that there are no uncured defaults of either Party under this Agreement (or, if not, specifying the respects in which the requesting party is not in compliance in reasonable detail), in form reasonably acceptable to and which may be relied upon by any prospective purchaser, tenant, mortgagee or other party having an interest in the Property and any component of the Proposed Project. Upon full performance by Claremont of its obligations hereunder, the Town, at Claremont's request shall issue a statement in a form appropriate for recording with the Norfolk County Registry of Deeds and filing with the Norfolk Registry District stating that all of the terms of this Agreement have been satisfied.

8.10 Whenever the consent or approval of any party is required under this Agreement, such consent or approval shall not unreasonably be withheld, delayed or conditioned. Such approvals shall be deemed given if no written response is received within ten (10) business days of the request for approval having been so delivered; provided, however, that, in the event that the Town Administrator or his/her designee provides notice within such ten (10) business day period that additional time is needed for the Town to provide such written response not to exceed twenty (20) additional business days, the requested approval shall not be deemed given if a written response is received as soon as practicable but not later than the expiration of the time specified in such notice.

8.11 This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts and the rights and obligations of the Parties shall be governed by Massachusetts law. Any action to enforce the terms of this Agreement shall be brought in Norfolk County Superior Court.

8.12 If any provision of this Agreement or the application of such provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall be valid and enforceable to the fullest extent.

8.13 This Agreement and the accompanying PILOT Agreement set forth the entire agreement of the Parties with respect to the subject matter thereto. The failure of any party to strictly enforce the provisions hereof shall not be construed as a waiver of any obligation hereunder. This Agreement may be modified only in a written instrument signed by the Selectmen and CLAREMONT. The Parties do not intend for any third party to be benefited hereby.

8.14 This Agreement and the accompanying PILOT shall be deemed null and void

and of no force and effect if Articles 7, 9 and 10 on the Warrant for the November 15, 2016 Brookline Town Meeting are not approved as contemplated and defined more specifically above as the Town Meeting Approval Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

Claremont Brookline Avenue, LLC.

By_____
Elias Patoucheas, President
The Claremont Company, Inc.
As Manager of Claremont Brookline Avenue, LLC
Hereunto Duly authorized
Dated:_____

Town of Brookline
Board of Selectmen,

_____

_____

_____

_____

_____

Dated:_____

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this _____day of _____, 2016, personally appeared the above named _____, _____, and provided identification in the form of _____, and who executed the foregoing as his free act and deed as Manager of Claremont Brookline Avenue, LLC.

_____
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

I hereby certify that on this _____day of _____, 2016, personally appeared the above named _____, _____, _____, _____, and _____, personally known to me and who executed the foregoing as their free act and deed as members of the Board of Selectmen of the Town of Brookline acting on behalf of the Town of Brookline.

Witness our hands and seals at Norfolk County, Brookline, Massachusetts, this ____ of _____, 2016.

_____

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of 25 Washington Street Property

The following parcels of land situated in Brookline in the County of Norfolk and said Commonwealth of Massachusetts:

Parcel One:

A certain parcel of land with the buildings thereon situate and now numbered 690 and 692 on Brookline Avenue, bounded and described as follows: Northwesterly on Brookline Avenue fifty-three and 29/100 feet (53.29); Northeasterly by land formerly of John Dillon and now or late of Charles A. Crush et al. eighty-nine and 54/100 (89.54) feet; Easterly by River Road forty-four and 51/100 (44.51) feet; Southerly by land now or late of Yiannacopoulus forty-seven and 08/100 (47.08) feet; and Southwesterly by land now or late of Curry seventy-four (74.00) feet. Containing 5,924 square feet.

Parcel Two:

A certain parcel of land with the buildings thereon situate and now numbered 9 and 11 on Washington Street, bounded and described as follows: Southerly by said Washington Street twenty-two (22.00) feet; Westerly by the parcel next hereinafter described fifty-nine and 30/100 (59.30) feet; Northwesterly five (5.00) feet and Northerly eighteen and 44/100 (18.44) feet by land now or late of Curry, and Easterly by land now or late of Yiannacopoulus sixty-three and 70/100 (63.70) feet. Containing 1,300 square feet.

Parcel Three:

A certain parcel of land with the buildings thereon situate and now numbered 13 and 15 on said Washington Street, bounded and described as follows: Southerly by said Washington Street twenty-two and 07/100 (22.07) feet; Westerly by land now or late of Orelovitz thirty-nine and 02/100 (39.02) feet; Northwesterly by the same land seventeen and 50/100 (17.50) feet and by the parcel next hereinafter described twelve (12.00) feet and Easterly by the second parcel herein described fifty-nine and 30/100 (59.30) feet. Containing 1,047 square feet.

Parcel Four:

A certain parcel of registered land lying Northwesterly of the third parcel herein described, bounded and described as follows: Westerly by Lot A as shown on the plan hereinafter referred to eighteen and 56/100 (18.56) feet; Northeasterly by land now or formerly by Charles H. Stearns et al. twenty-one and 83/100 (21.83) feet; Southeasterly by the third parcel hereby conveyed twelve (12.00) feet; Southwesterly by land now or formerly of Israel Jacobs ten and 50/100 (10.50) feet; Southeasterly by the same land seven and 72/100 (7.72) feet. Said parcel

is shown as Lot B on a plan drawn by Aspinwall & Lincoln, Civil Engineers dated Feb. 9, 1924, as approved by the Land Court, filed in the Land Registration Office as Plan No. 7247B, a copy of a portion of which is filed with the Norfolk Registry District with Certificate of Title No. 7071, in Volume 36, and is described in Certificate of Title No. 7072, in said Registry District.

Parcel Five:

A certain parcel of registered land with the buildings thereon situate and now numbered 706 and 708 on Brookline Avenue, bounded and described as follows: Northwesterly by Brookline Avenue thirty-eight and 60/100 (38.60) feet; Northeasterly by land now or formerly of Charles H. Stearns et al. thirty-four and 34/100 (34.34) feet; Easterly by Lot B shown on the plan hereinafter referred to eighteen and 56/100 (18.56) feet; Southeasterly by land now or formerly of Israel Jacobs six and 45/100 (6.45) feet; Southerly by lands now or formerly of Israel Jacobs and of Eva Jacobs fifty-four and 73/100 (54.73) feet. Said parcel is shown as Lot A on a plan drawn by Aspinwall & Lincoln, Civil Engineers dated Feb. 9, 1924, as approved by the Land Court, filed in the Land Registration Office as Plan No. 7247B, a copy of a portion of which is filed in the Norfolk Registry District with Certificate of Title No. 7071, Vol. 36.

Parcel Six:

A certain parcel of land with the buildings thereon situate and now numbered 698 on Brookline Avenue, formerly numbered 27 on Brookline Avenue, bounded and described as follows: Northwesterly by said Brookline Avenue forty-five and 13/100 (45.13) feet; Northeasterly by land now or late of Warren seventy-four (74.00) feet; Southerly in part by land now or late of Yiannacopoulus and in part by land now or late of Warren twenty-eight and 28/100 (28.28) feet; Southeasterly by the last-mentioned land five (5.00) feet; Southwesterly fifty-six and 17/100 (56.17) feet in part by other land now or late of said Warren; being the premises described in Certificate of Title No. 7072 issued from the Norfolk Registry District, and in part by land now or late of Nichelini, being the premises described in Certificate of Title No. 11228 in said Registry District. Containing 2,047 square feet.

Parcel Seven:

The land in Brookline, together with the buildings thereon, and shown as Lots A and B on a plan of land in Brookline, Aspinwall & Lincoln, Civil Engineers, dated June 5, 1926, and recorded with Norfolk Deeds, Book 1711, Page 475, and bounded and described as follows:

Commencing at the Southeasterly corner of said premises on Washington Street by land now or formerly of James J. Warren, running Northerly and bounded Easterly by said land now or formerly said of James J. Warren, thirty-nine and 8/100 (39.08) feet to a stake three (3) feet six (6) inches from the end of the building formerly standing thereon; thence running Northeasterly seventeen and 50/100 (17.50) feet, bounded by land now or formerly of said James J. Warren, to a stake; thence turning and running Westerly bounded Northerly by land now or formerly of said James J. Warren, ten and 50/100 (10.50) feet; thence turning and

running Southerly bounded Westerly by land now or formerly of said James J. Warren fourteen and 17/100 (14.17) feet to the corner of the dwelling house which formerly stood thereon; thence turning and running Westerly bounded by a 3-foot passageway and land now or formerly of James J. Warren fifty-four and 73/100 (54.73) feet to Brookline Avenue; thence turning and running Southwesterly by said Brookline Avenue fifty-two and 3/100 (52.03) feet; thence turning and running at the junction of Brookline Avenue and Washington Street in a Southeasterly direction as shown on said plan, seven and 79/100 (7.79) feet; thence turning and running Easterly by said Washington Street eighty-three and 96/100 (83.96) feet to the point of beginning; together with the right to pass and re-pass at all times over said 3-foot passageway.

Parcel Eight:

All of that certain parcel of land situate in Brookline in the County of Norfolk and said Commonwealth, bounded and described as follows:

Easterly by the Westerly line of River Road, forty-five and 67/100 (45.67) feet; Southeasterly by the Northwesterly line forming the junction of said River Road and Washington Street, thirty-two and 69/100 (32.69) feet; Southerly by the Northerly line of said Washington Street, thirty-eight and 72/100 (38.72) feet; and Westerly, sixty-three and 81/100 (63.81) feet, and Northerly, fifty-six and 92/100 (56.92) feet, by land now or formerly of the Gulf Oil Corporation.

All of said boundaries are determined by the Land Court to be located as shown upon plan numbered 25231A, which is filed in Norfolk Registry District with Certificate No. 53210, Book 267, the same being compiled from a plan drawn by William S. Crocker, Civil Engineer dated June 15, 1954, and additional data on file in the Land Registration Office, all as modified by and approved by the Court.

EXHIBIT B

ARTICLE 7

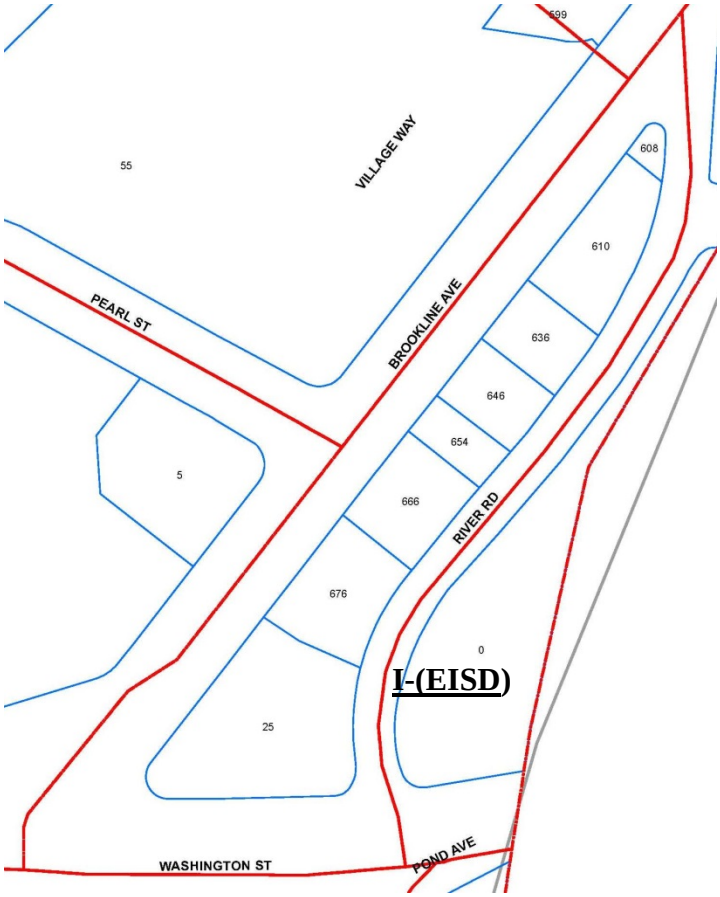
SEVENTH ARTICLE

Submitted by: River Road Study Committee

To see if the Town will amend the Zoning By-Law by amending the zoning district and corresponding sections of the Zoning By-law currently designated I-1.0 as shown on the current Zoning Map, as follows:

1. Amending the Zoning Map as shown to add a new I-(EISD) district as shown below.

(Changes in bold and underlined)



2. By amending Section 2.04.3 to add the following definitions

a. "Dwelling, Live/Work Space: A building or any portion thereof containing common work space areas and/or dwelling units measuring no more than 900 square feet in gross floor area per unit that are used by at least one occupant as

both their primary residence and primary work/artist studio space, including use 46 (Light Non-Nuisance Manufacturing) and 58A (Home Office) as certified annually by the property owner with the Building Commissioner."

b. "Dwelling, Age Restricted: A building where all residents are 62 years of age or older. Such units shall be subject to an age restriction described in a deed, deed rider, restrictive covenant, or other document in a form reasonably acceptable to Town Counsel that shall be recorded at the Registry of Deeds or the Land Court. Age and occupancy restrictions shall not preclude reasonable, time-limited guest visitation rights or accommodation for caretakers for the primary resident. The age and occupancy restrictions shall be enforceable solely against the violating unit and not the development as a whole, by the owner of one or more dwelling units or by the Town of Brookline. In the event of a violation, and at the request of the Town, the owner of the unit shall comply with the age and occupancy restrictions."

c. "Dwelling, Micro Unit: A building or any portion thereof containing residential units measuring no greater than 500 square feet in gross floor area per unit. Buildings containing Micro Units may have flexible common areas for living and/or working."

3. By amending Section 3.01.3a as follows:

(Changes in bold and underlined)

a. 3. Industrial Districts

a. Industrial Services (I)

1) I-1.0

<u>2) I-(EISD)</u>

4. By amending Section 4.07 – Table of Use Regulations as follows:

(Changes in bold and underlined)

Principal Uses	Residence					Business			Ind.
	S	SC	T	F	M	L	G	O	I
RESIDENCE USES									
6B. Dwelling, Live/Work Space ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No***
6C. Dwelling, Age Restricted ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No***
6D. Dwelling, Micro Unit ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No**	**No***
8. Hotel *Permitted by special permit in M-2.5 Districts and in business districts only if the hotel building is not within 50 feet from a lot or lots in an S, SC, or T District. ****Permitted by special permit in I-(EISD) District in accordance with 5.06.4.j..**	No	No	No	No	No*	No	SP*	No	No******
8A. Limited Service Hotel *Permitted by Special permit in M-2.5, Cleveland Circle Hotel Overlay District **and I-(EISD) District.** **Permitted as of right only in the G-1.75 (LSH) Limited Service Hotel District, provided that the applicant for a building permit certifies to the Building Commissioner that (a) at least 20% of all on-site parking spaces will be available for overnight public parking at prevailing overnight public rates, (b) that all on-site parking spaces will be available between 8:00 a.m. and 6:00 p.m. at prevailing public meter rates and (c) at least 25% of the lot area is to be used for open space open to the public. Otherwise such use shall be by	No	No	No	No	No*	No*	Yes**	No	No*****

special permit in business districts only if the hotel building is not within 50 feet from a lot or lots in an S, SC or T District. Permitted by Special Permit in G-(DP) District in accordance with Section 5.06.4.g.									
INSTITUTIONAL, RECREATIONAL & EDUCATIONAL USES									
18A. Small group health and fitness club not exceeding 2,500 square feet of gross floor area operated for profit and for members only, solely for the purpose of providing physical fitness, exercise, therapy, rehabilitation and/or health services. ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	Yes	Yes*
OFFICE USES									
20A. Office or clinic of a licensed veterinarian for treatment of animals, including laboratories and holding facilities. No outdoor facilities for animals shall be permitted. Studies by recognized experts shall be submitted to insure, to the satisfaction of the Board of Appeals, that the use will be constructed so as to safeguard nearby properties against undue noise, odor and improper waste disposal. *Verification of noise control shall include verification by a professional engineer (P.E.), utilizing an acoustical engineer under his/her supervision if necessary, that under worst-case (e.g., maximum number of animals, open windows if applicable) conditions neither daytime nor nighttime background noise levels, as defined in Article 8.15.3 of the Town By-Laws, will be exceeded at the boundary of the property where the use is located. Moreover, as a condition of a Special Permit, the ZBA shall require that further noise control measures be undertaken in the future if such background noise levels are exceeded during operation of the facility. **** Permitted by special permit in the I-(EISD)**	No	No	No	No	No	SP*	SP	SP	SP**

District in accordance with 5.06.4.j.									
21. Business, professional, or governmental office other than Use 20 and 20A. *Provided no commodities are kept for sale on the premises **** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	Yes*	Yes**
RETAIL AND CONSUMER SERVICE USES									
29. Store of less than 5,000 square feet of gross floor area per establishment, primarily serving the local retail business needs of the residents of the vicinity, including but not limited to grocer, baker, food store, package store; dry goods, variety, clothing; hardware, paint, household appliances; books, tobacco, flowers, drugs. ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	No	Yes*
30. Eating places of less than 5,000 square feet of gross floor area per establishment, primarily serving local needs, including but not limited to lunch room, restaurant, cafeteria, place for the sale and consumption of beverages, ice cream and the like, primarily in enclosed structures with no dancing, nor entertainment other than music. ***Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.**	No	No	No	No	No	Yes	Yes	No	Yes*
32. Service business primarily serving local needs, including but not limited to the following uses: (a) Barber, beauty shop, laundry and dry-cleaning pickup agency, shoe repair, self-service laundry, or other similar use. (b) Hand laundry, dry-cleaning or tailoring, or other similar use, provided, in L and G Districts, personnel is limited to five persons at any one time. (c) Printing shop, photographer's studio, caterer, or other similar use, provided, in L and G Districts, personnel is limited to five persons at any one time. *Permitted by special permit in an M-1.0 (CAM) District.	No	No	No	No	No*	Yes	Yes	No	Yes**

<u> Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.</u>**									
33. Stores not exceeding 10,000 square feet of gross floor area serving the general retail needs of a major part of the Town, including but not limited to general merchandise department store, furniture and household goods. **<u>* Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.</u>**	No	No	No	No	No	No	Yes	No	No<u>*</u>
33A. Stores over 10,000 square feet of gross floor area serving the general retail needs of a major part of the Town, including but not limited to general merchandise department store, supermarket, grocery store, furniture and household goods. **<u>* Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.</u>**	No	No	No	No	No	No	SP	No	SP<u>*</u>
34. Place for the sale and consumption of food and beverages exceeding 5,000 square feet of gross floor area, or providing dancing and entertainment. *Permitted by Special Permit in the Cleveland Circle Hotel Overlay District. **<u>** Permitted by special permit in the I-(EISD) District in accordance with 5.06.4.j.</u>**	No	No	No	No	No	No*	Yes	No	Yes<u>**</u>
ACCESSORY USES									
46. Light non-nuisance manufacturing, provided that all resulting particulate matter, flashing light, fumes, gases, odors, liquid and/or solid wastes, smoke, and vapor are effectively confined to the premises or disposed of in a manner so as not to create a nuisance or hazard to safety or health and in compliance with all applicable town, state, and federal laws and regulations; further provided that no vibration is perceptible without instruments at a distance greater than 50 feet from such premises and that noise limits shall conform to the **Town's Noise By-law**. At least 30 days prior to the Board of Appeals hearing, the applicant shall submit	No	No	No	No	No	No	No	No	SP<u>**</u>

studies by recognized experts to insure, to the satisfaction of the Board of Appeals, that the use will be designed and operated so as to conform to the standards above. Such studies shall include description of operations and processes proposed, materials to be used, above-and-below-ground storage facilities, and waste products. Any applications, including the required studies, shall be referred to the Conservation Commission and the Health Department for advisory reports in accordance with the procedures in **§9.04**.* *For uses 42 to 46 inclusive, all storage of materials and equipment and all business operations, such as loading, parking, and storage of commercial vehicles, shall be within an enclosed building. This requirement may be modified by the Board of Appeals by special permit only, provided the requirements of **§6.04, paragraph 8**. and **§9.05** are met. Such special permit may be rescinded or modified by the Board of Appeals after notice and hearing if noncompliance with the conditions of approval is determined. **<u>** Permitted by Special Permit in the I-(EISD) District in accordance with 5.06.4.j.</u>**									
58A. Office/studio within the place of residence provided all of the following conditions are met, except that only condition (e) below needs to be met in the G-(DP) **<u>and I-(EISD) Districts:</u>** (a) the office occupies not more than one room; (b) there are no nonresident employees; (c) there are no clients visiting the premises (members of the clergy shall be exempt from this limitation); (d) there are no signs nor other external evidence of the office; and (e) there is no production of offensive noise, vibration, smoke, dust or other particulate matter, heat, humidity, glare, or other objectionable effects.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
66. Accessory laboratory. *In permitted institutions only. **<u>** Permitted by Special Permit in the I-(EISD) District in permitted institutions only and in accordance with 5.06.4.j.</u>**	No	No	No	No	SP*	SP*	SP	SP	SP<u>**</u>

5. By amending Section 5.01 – Table of Dimensional Requirements by adding I-(EISD) and adding footnote 20 as follows:

(Changes in bold and underlined)

DISTRICT	USE	LOT SIZE MINIMUM (sq. ft.)	FLOOR AREA RATIO MAXIMUM	PBI NBON LY	LOT WIDTH MINIMUM (feet)	MAXIMUM HEIGHT	PBI		MINIMUM YARD			OPEN SPACE (% of gross floor area)	
							B	NB	Front	Side	Rear	Landsc.	Usable
I-1.0 & **I-(EISD)[20]**	Any structure or principal use (dwelling-footnote 5)	none [4]	~~1.0~~ **1.0 or NA [20]**	NA	none	40 **or 110 [20]**	NA	NA	20 **[20]**	NA	10+L/10 **[20]**	NA	NA

20. See Sections 4.07 and 5.06.4.j with respect to uses and all dimensional requirements.

6. By amending Section 5.06.4 to create Section 5.06.4.j "Emerald Island Special District" as follows:

Emerald Island Special District I-(EISD)

1. The Emerald Island Special District – the area bounded by River Road, Brookline Avenue, and Washington Street – is an area in transition. It has been determined through study by the River Road Study Committee that specific zoning parameters are required to encourage appropriate redevelopment of this district. In developing these zoning parameters, due consideration has been given to the prominent location of this area as a major gateway to Brookline. The proximity of the Muddy River, Emerald Necklace, Longwood Medical Area as well as the differences in the scale of existing buildings, recently permitted and proposed developments, access to transit, and the solar orientation of sensitive nearby uses, including the residences of Village Way and Emerald Necklace Park all combined to shape the Special District parameters. Following a comprehensive study by financial, architecture, urban design and real estate experts, the Committee further concluded that the following concepts related to allowed uses, building heights, building form, parking requirements and the public realm are appropriate for this Special District.

2. All applications for new structures, outdoor uses, and exterior alterations in the Emerald Island Special District which exceed a floor area ratio of 1.0, a height greater than 40' and/or seek alternative parking and loading zone requirements shall be permitted only on lots greater than 13,600 square feet in contiguous area and only for the uses described in Section 5.06.4.j.3, shall be subject to Site Plan

Review by the Planning Board as described in Section 5.06.4.j.4, shall be subject to the requirements of Section 5.09, Design Review, shall obtain a special permit per Section 9.03, and shall meet the following requirements:

a. Setbacks and Sidewalk Widths:

   i. All buildings shall be setback 10 feet from the mid-district drainage easement as shown in Figure 5.06.4.j.1 below.

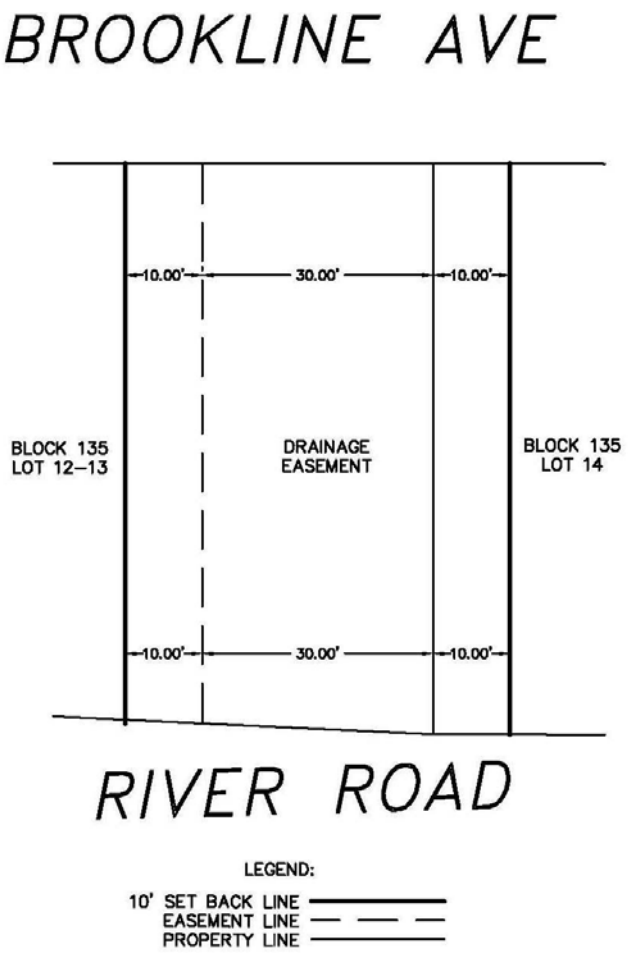


FIGURE 5.06.4.j.1 Setbacks from Mid-District Drainage Easement

ii. All buildings shall be setback 45 feet from the Point of Intersecting Tangents of Brookline Avenue and River Road as shown in Figure 5.06.4.j.2 below.

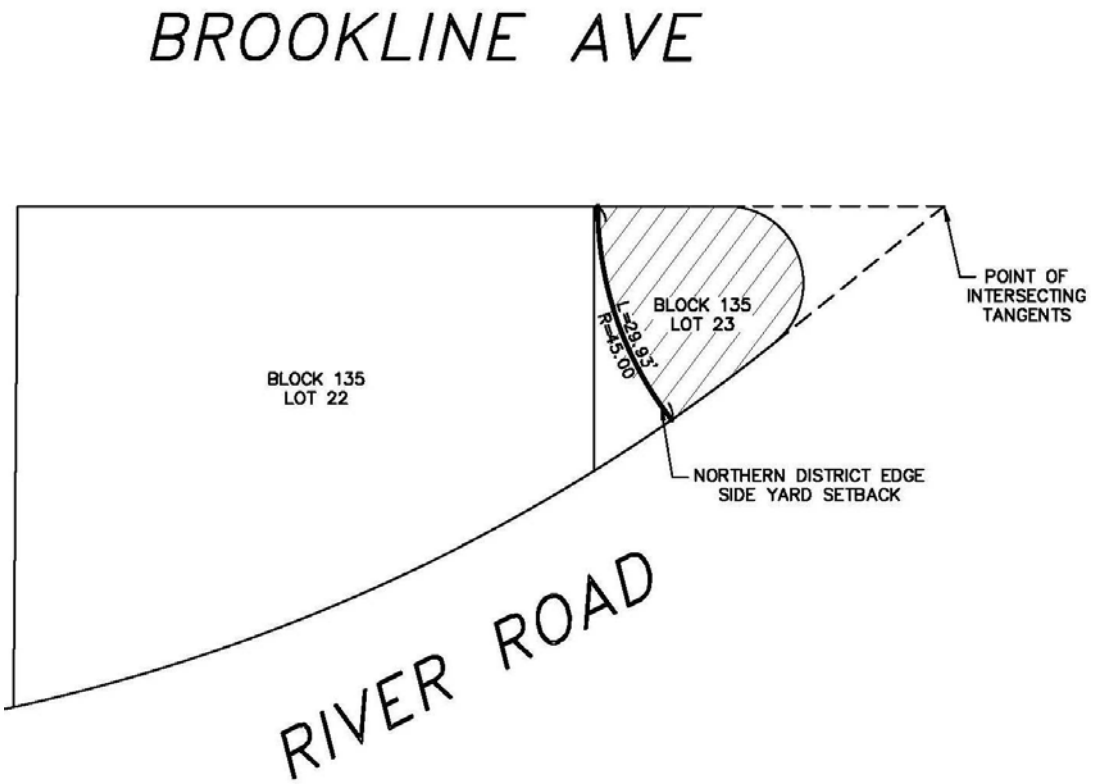


FIGURE 5.06.4.j.2 Northern District Edge Sideyard Setback

iii. Notwithstanding Section 5.01 and other than as provided in Sections 5.06.4.j.2a.i and 5.06.4.j.2a.ii, there shall be no additional setback requirements except as is necessary to achieve the required sidewalk widths for the district. For the purposes of the EISD only, sidewalk shall be defined as the area between the building façade and the face of the curb. The required sidewalk width shall be measured from the ground level of the proposed building façade to the face of the curb at the time of special permit application. All sidewalks shall maintain a minimum 5 foot wide walkway clear from all obstructions, including, but not limited to tree pits, structural columns and street furniture. The minimum sidewalk width along Brookline Avenue and River Road shall be no less than 12 feet. The minimum sidewalk width along Washington Street shall be no less than 10 feet.

iv. Where it can be demonstrated that achieving the required sidewalk width would be infeasible in limited areas, the Board of Appeals may by special permit reduce the required width of the affected areas to no less than 8 feet on Washington Street and River Road. No relief may

be granted for a reduction in sidewalk width along Brookline Avenue. Applicants for a special permit to reduce the width of a sidewalk shall provide written and graphic documentation to the Planning Board illustrating why the required width is not attainable in the affected area. The Planning Board may in an affirmative and written determination make a recommendation to the Board of Appeals to reduce the width of the sidewalk in limited areas. Where relief is granted, applicants shall provide counterbalancing amenities in the form of wider sidewalks and/or landscaping on-site or in the immediate area adjacent to their site, subject to the review and approval of the Planning Board.

b. The minimum finished floor to floor height for all ground floor levels shall be no less than 15 feet.
c. No permanent on-site parking spaces shall be located on the ground level in the Special District.
d. All new buildings and renovations to existing buildings shall be LEED Silver Certifiable or higher. Applicants shall provide evidence to the satisfaction of the Building Commissioner and Director of Planning and Community Development that all new construction and renovations of existing buildings are LEED Certifiable Silver or a higher rating via the provision of a LEED scoring sheet. The construction or renovation of such buildings consistent with these plans shall be confirmed prior to the issuance of a Certificate of Occupancy.
e. Street trees shall be provided at regular intervals approximately every 25 feet along the sidewalks of Brookline Avenue, Washington Street and River Road. The size, location and species of all trees at the time of planting and the final design of all landscaping in the public way shall be approved by the Director of Parks and Open Space or his/her designee. In circumstances where trees cannot be provided as stipulated above as determined by the Director of Parks and Open Space or his/her designee, the applicant shall provide an equivalent amount of trees and/or landscaping at appropriate locations on the site or make a financial contribution to the Town in an equivalent dollar amount for similar improvements in adjacent parks and public spaces.
f. The applicant shall devote no less than 1% of the hard construction cost of constructing its project, (including any building, site work, above ground or underground structures, but exclusive of tenant fit-up) to making off-site, streetscape and parks improvements within 500 feet of the Special District boundaries. In addition to review by the Planning Board, a plan of the proposed off-site improvements shall be submitted for the review and approval of the Director of Transportation and the Director of Parks and Open Space or their designees. Alternatively, with the approval of the Director of Transportation and the Director of Parks and Open Space, the applicant may make a financial contribution to the Town in an equivalent dollar amount to be used by the Town for such purposes.
g. Public seating and pedestrian-scale lighting shall be provided at regular intervals. The location, number and design of all seating and lighting in the

public way shall be approved by the Director of Parks and Open Space or his/her designee.

h. Notwithstanding the provisions of Sections 6.06.6 and 6.07, the number and size of required loading zones may be reduced in accordance with Site Plan Review as noted in Section 5.06.4.j.4 below.

i. A building shall not have more than 30% of its frontage along a street devoted to residential use including associated lobby use.

j. Any proposed building shall be permitted to have more than one principal use. For example, a restaurant or retail business may be located in the same building as a permitted residential, or office, or hotel use without being considered an accessory use.

3. Exceptions to Maximum FAR and Maximum Height

a. Additional height may be granted by special permit up to 85 feet for buildings primarily containing only the following uses: 6B (Dwelling, Live/Work Space); 6C (Dwelling, Age Restricted); 6D (Dwelling, Micro Unit) 8 (Hotel); 8A (Limited Service Hotel); 20 (Medical Office); 21 (Professional Office); 29 (Store less than 5,000 SF), 30 (Eating Place less than 5,000 SF); 33 (Stores not exceeding 10,000 SF); 33a (Stores over 10,000 SF); 34 (Place for the sale and consumption of food and beverages exceeding 5,000 SF); 66 (Accessory Laboratory), only for buildings located a minimum of 189.12 feet from the intersection of Washington Street and Brookline Avenue, provided that the footprint of any building mass above a height of 65 feet covers no more than 55% of the lot area. Buildings may also contain Principal Uses 18A (Small Group Health/Fitness), 20a (Licensed Veterinarian), and 32 (Service Business) provided that such uses occupy no more than 25% of the building. The required 189.12 foot distance from the intersection of Washington Street and Brookline Avenue shall be measured from the Point of Intersecting Tangents as show in Figure 5.06.4.j.3 below.

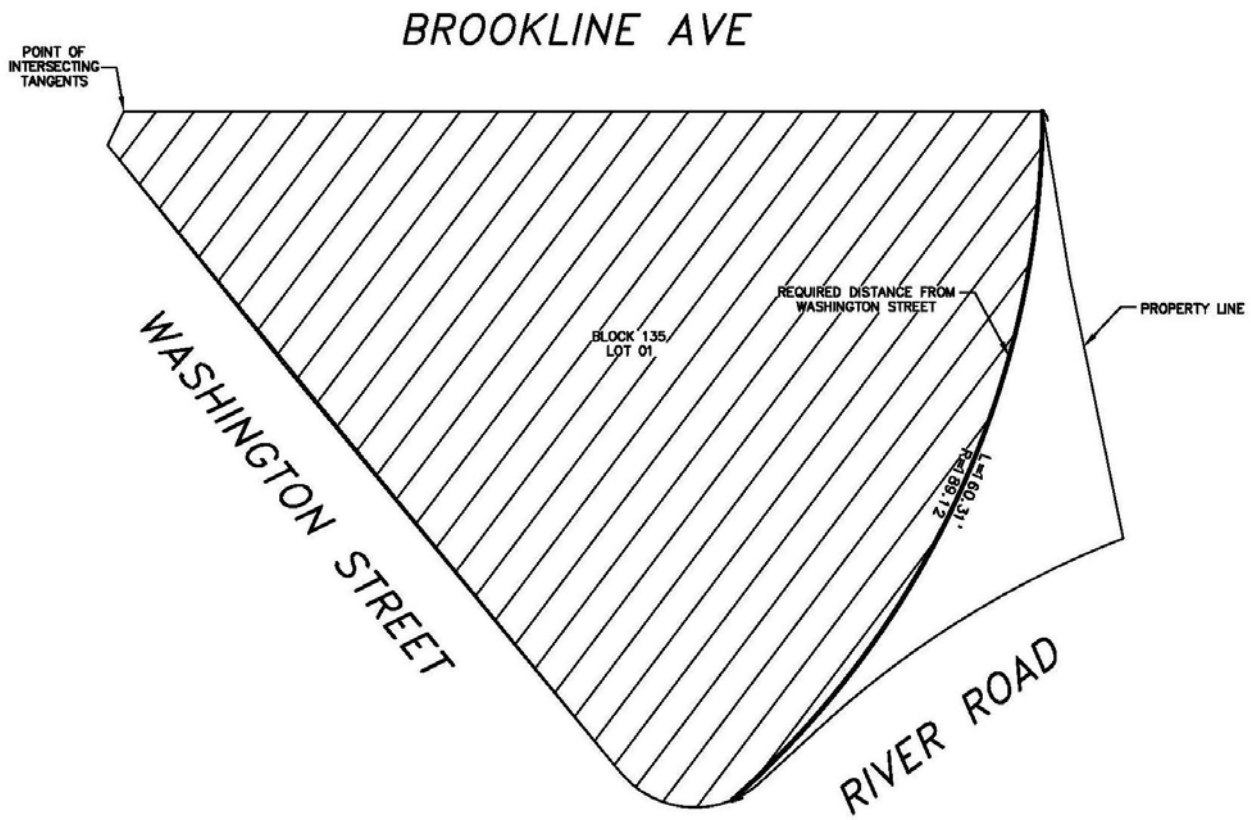


FIGURE 5.06.4.j.3 Required Distance from Washington Street

b. Additional height of up to 110 feet may be granted by special permit for buildings containing only the following uses: 8 (Hotel) and 8A (Limited Service Hotel) and only for buildings with frontage on Washington Street provided that the footprint of any building mass covers no more of the lot area than is specified in Table 5.06.4.j.1 and as depicted in Figure 5.06.4.j.4 below. Where an applicant can demonstrate that additional lot coverage for any building mass above 35 feet would result in an improved building design, the Board of Appeals may by special permit grant an increase in the maximum percentage of lot coverage as shown in Table 5.06.4.j.1 below. Applicants for a special permit to increase the maximum percentage of lot coverage shall provide written and graphic documentation to the Planning Board and Design Advisory Team illustrating how the building design has improved. The Planning Board may in an affirmative and written determination make a recommendation to the Board of Appeals to increase the maximum percentage of lot coverage as shown in Table 5.06.4.j.1 below. The Design Advisory Team shall provide a similar affirmative written recommendation.

Table 5.06.4.j.1 - Maximum % Lot Area Coverage By Building Height

Building Mass Heights	Maximum % Lot Area Coverage	Maximum % Lot Area Coverage By Special Permit with Planning Board Recommendation
0 up to 15’	80%	N/A
15’ up to 35’	92%	N/A
35’ up to 50’	80%	85%
50’ up to 75’	75%	80%
75’ up to 110’	50%	55%

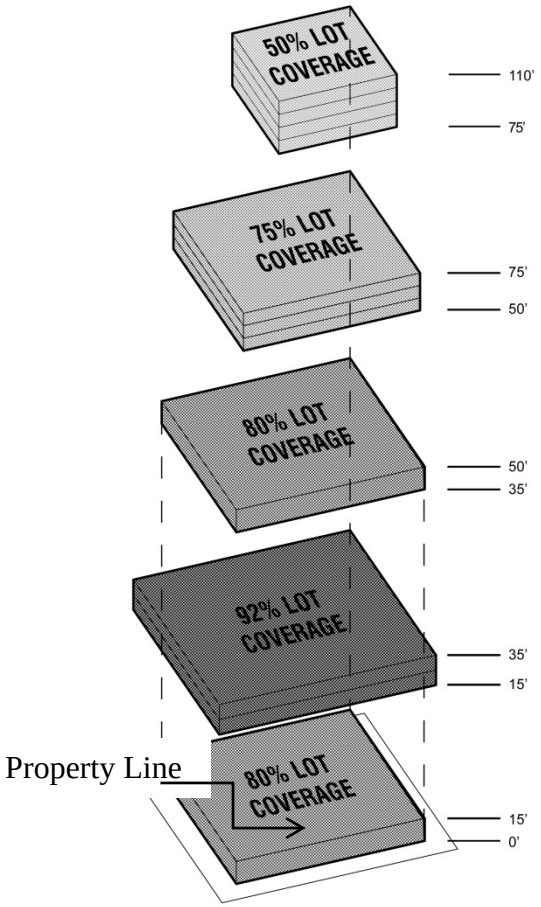


FIGURE 5.06.4.j.4 Maximum % Lot Coverage by Building Height

4. Site Plan Review

a. All applications for new structures shall be subject to site plan review by the Planning Board to: ensure that there is adequate provision of access for fire and service equipment; ensure adequate provision for utilities and storm water storage and drainage; ensure adequate provision of loading zones; ensure adequate provision of parking; minimize impacts on wetland resource areas; minimize storm water flow from the site; minimize soil erosion; minimize the threat of air and water pollution; minimize groundwater contamination from on-site disposal of hazardous substances; maximize pedestrian and vehicle safety; screen parking, storage and outdoor service areas through landscaping or fencing; minimize headlight and other light intrusion; ensure compliance with the Brookline Zoning By-Laws; maximize property enhancement with sufficient landscaping, lighting, street furniture and other site amenities; minimize impacts on adjacent property associated with hours of operation, deliveries, noise, rubbish removal and storage. All plans and maps submitted for site plan review shall be prepared, stamped, and signed by a Professional Engineer licensed to practice in Massachusetts. Pursuant to the site plan review

process, applicants shall provide to the Planning Board and the Director of Engineering a site plan showing:

i. Property lines and physical features, including roads, driveways, loading areas and trash storage for the project site;

ii. Proposed changes to the landscape of the site, grading, vegetation clearing and planting and exterior lighting.

5. Parking and Vehicular Requirements:

USE	MAXIMUM PARKING
Principal Use 6B (Dwelling, age restricted)	1.25 per unit
Principal Use 6C (Live/Work space)	0.50 per unit
Principal Use 6D (Dwelling, Micro Unit)	0.50 per unit
Principal Use 8 (Hotel) and 8a (Limited Service Hotel)	0.40 per room
Principal Uses: 18A (Small group health/fitness); 20 (medical office); 20a (Licensed veterinarian); 21 (professional office); 29 (store less than 5,000K SF); 30	1.50 per 1,000 SF

Notwithstanding Section 6.02, there shall be no minimum parking requirements for the following uses and such uses shall have the maximum parking limits noted in Table 5.06.4.j.2 below.

a.

(Eating places less than 5,000K SF); 32 (Service use business); 33 (Stores not exceeding 10,000K SF); 33a (Stores over 10,000K SF); 34 (Place for sale and consumption of food not exceeding 5,000K SF); 66A (Accessory Laboratory)	

Table 5.06.4.j.2 – Maximum Parking Limits

b. Notwithstanding the above, where it can be demonstrated that additional parking is needed, the Board of Appeals may by special permit increase the maximum parking ratio by no more than 20%. Applicants for a special permit to increase the maximum parking ratio shall provide written documentation to the Planning Board demonstrating the need for additional parking. The Planning Board may in an affirmative and written determination make a recommendation to the Board of Appeals to increase the maximum parking ratio by no more than 20%.

c. Notwithstanding the above, dedicated spaces for Car Sharing Organizations (CS0) may be provided without regard to such maximum parking limits. If such dedicated parking spaces are not leased by any CSO they shall be dedicated to bicycle parking and appropriate bicycle parking hardware shall be provided.

6. Design Standards:

a. Building façades parallel to or within 45 degrees of parallel to any property line shall be designed and constructed with equal care and quality. Visual articulation shall be achieved for each façade by (a) employing variations in materials and/or ensuring that no portion of any such façade is coplanar or unbroken for more than 3,500 square feet without a change in depth of 2 feet or more, or (b) utilizing alternative methods of vertical or horizontal articulation, or (c) utilizing other design elements that, in the affirmative and written determination of the Design Advisory Team provide equivalent or better visual relief with respect to building massing, for the reasons expressed in such written determination. The Planning Board and the Board of Appeals shall provide a similar written determination and reasons with respect to façade design. During their review of all proposed building designs, both the Design Advisory Team and Planning Board shall consult the Emerald Island Special District Design Guidelines developed by the River Road Study Committee for guidance on general exterior massing, scale and design.

b. In order to minimize visual and audible impacts, all rooftop mechanical equipment shall be insulated and screened to the greatest extent possible from all public ways via substantial screening materials and/or shall be located in the interior of the building. Additionally, all rooftop

mechanical equipment shall be located such that all shadow impacts are minimized.

7. **Amend Section 6.02, Paragraph 1, Table of Off-Street Parking Space Requirements by adding a Footnote as follows:**

   2. For the I-(EISD) Special District, parking requirements shall be the same as those districts with a maximum floor area ratio of 1.0, except as otherwise provided for in Section 5.06.4.j.

or act upon anything else relative thereto

PETITIONER'S ARTICLE DESCRIPTION

This article is submitted by the members of the River Road Study Committee (RRSC) appointed by the Board of Selectmen. The RRSC was charged with reviewing and analyzing the redevelopment potential of the Industrial (I-1.0) District bounded by Brookline Avenue, River Road and Washington Street (Route 9), including Claremont Companies' proposed hotel redevelopment at 25 Washington Street that was presented to the Economic Development Advisory Board at their January 4, 2016 meeting. As part of its study, the RRSC was tasked with reviewing existing physical and economic conditions, and the redevelopment potential of the district under current zoning and parking requirements. Various land use planning tools were evaluated and applied to the Industrial District, such as, design guidelines, public realm enhancements, shadow studies and transit-oriented development.

Building on the recommendations outlined in the Town's Comprehensive Plan to create district plans that encourage mixed-use development and promote commercial growth along Route 9 as well as the vision articulated in the 2015 M.I.T. study of Route 9 East, the RRSC reviewed and analyzed the connectivity of the district with adjacent neighborhoods, buildings, the Emerald Necklace, River Road, the Brookline Village MBTA stop, the Route 9 and Brookline Avenue roadways, and the planned Gateway East intersection improvements. The RRSC consisted of 17 residents, including many with professional backgrounds and expertise in architecture, landscape architecture, commercial development, finance, planning, real estate and environmental law, as well as; representatives from the Advisory Committee, Planning Board, Economic Development Advisory Board, Zoning By-Law Committee, Tree Planting Committee, Transportation Board, Village at Brookline Tenants' Association and the Brook House Condominium Association. The Committee was staffed by Andy Martineau, the Town's Economic Development and Long- Term Planner and Chaired by Selectman Ben Franco. The RRSC also retained an expert real estate finance consultant to review the issues of financial feasibility and parking requirements for the proposed Special District.

Given the complexity of the issues, and the desire to hear from a wide range of stakeholders, there were 23 committee and subcommittee meetings and countless hours of additional volunteer work by RRSC members. The Committee met regularly with Claremont throughout its process, resulting in significant changes to its proposed hotel massing, parking configuration and sidewalk widths. All of the Committee's meetings were open to the general public and were attended by neighborhood representatives, owners of property within the proposed Special District, representatives from the existing businesses as well as representatives from the Emerald Necklace Conservancy. Members of the public were given the opportunity to, and did, actively participate in the process. The Committee's fundamental charge was to establish zoning parameters for a Special District that would incentivize redevelopment of an appropriate scale and type that enhances and connects with the Emerald Necklace, while minimizing impacts on the public and adjacent neighborhoods. The proposed Special District Zoning utilizes several means to achieve that goal, including a form-based zoning approach that prioritizes height, massing and creative building design over Floor Area Ratio (FAR). In addition to height limitations and corresponding lot coverage limits to establish a more articulated building envelope, the proposed Special District Zoning imposes on-site parking limits, design guidelines adopted by the Planning Board and pedestrian amenity requirements, most notably minimum requirements for sidewalk widths on all sides of the district. As described below, the Special District Zoning amendment encourages a mix of uses for the eight parcels that comprise the 1.2 +/- acre Industrial District that have positive municipal financial impacts.

If adopted by Town Meeting, this zoning amendment would establish the "Emerald Island Special District" (the "EISD"). The proposed amendment would enable a proposed hotel at 25 Washington Street consisting of an 11 story, 153,000 +/- gross square foot building with up to 175 rooms and up to 70 structured parking spaces to move forward, subject to the Town's Major Impact Project permitting process, Special Permit approvals and the terms and conditions of a Memorandum of Agreement between Claremont and the Town. It should be noted that the hotel developer, Claremont Companies has agreed to significant mitigation and community benefit funding for public realm improvements in addition to those required in the Special District Zoning. These improvements will advance the vision for the public realm established by the RRSC. The remainder of the district, consisting of seven parcels including, VCA Boston, Swanson Automotive Services, Alignment Specialty Co., Shambhala Meditation Center, Brookline Foreign Motors, Brookline Ice and Coal and a small parcel owned by the Town, totaling 35,600 +/- square feet in area, will remain unchanged until such time that one or more developers is able to assemble land area sufficient to meet the minimum required lot size for the Special District.

What is a Special District?

The Town's Zoning By-Law allows for the creation of Special Districts in recognition that conditions present within the Town may require detailed neighborhood, district or site planning and design review to insure: orderly and planned growth and development; historic and natural resource conservation; residential neighborhood preservation; economic viability of commercial areas; and concurrent planning for transportation,

infrastructure and related public improvements. To insure that the dimensional and related requirements of the Zoning By-Law address these unique conditions, Town Meeting, from time to time, in accordance with MGL Chapter 40 A, may establish Special District Regulations and the Board of Appeals may consider applications for Special Permits based on those regulations. The Emerald Island Special District Zoning does not replace the underlying I-1.0 zoning; rather it supplements it by allowing for new and expanded uses at a greater density than would otherwise be allowed via the underlying zoning. Those new and expanded uses would all be subject to the Special District Zoning requirements.

How is the EISD Different from Other Districts?

The Town typically relies on FAR and setbacks to limit and guide the massing, size and location of buildings and density of development, primarily to prevent overbuilding and out-of-scale structures in more traditional residential neighborhoods. As recent experience has shown, reliance on traditional zoning tools like FAR does not necessarily result in predictable, well-designed buildings. Throughout its analyses, the Committee remained cognizant of this issue, as well as the fact that the uses included in the Special District Zoning would each have unique floorplate and program requirements with varying floor area totals which would result in various building heights and massing regardless of having the same FAR. The Committee felt that achieving predictable and consistent height, scale and massing of buildings constructed in the Special District is more important than rigid adherence to a FAR coefficient. It was also recognized that this district is small and constrained due in large part to the shallow, odd shaped lots, and because of existing and planned infrastructure improvements. However, the district is also unique as it is bound on all sides by the public way and therefore requires a different and more innovative approach towards achieving the Committee's goals of fostering a greener, more walkable gateway district. The Committee seized the opportunity to take a more form-based approach to defining an acceptable building envelope by developing specific, but flexible dimensional criteria and supplementary design guidelines for the zoning which prioritize the public realm, encourage articulated building mass, creative design solutions and limited building heights over Floor Area Ratio.

Some of the key Special District zoning provisions for the proposed EISD include:

- **No maximum FAR values specified**, instead:
  The height, massing and scale of buildings are defined by maximum building heights ranging from 110' for a portion of the 25 Washington Street parcel to 85' for a portion of the buildings located in other parts of the district, with limits on lot coverage percentages for upper floors, and design guidelines.
- **Limited setback requirements,** instead:
  the zoning employs minimum sidewalk widths for each side of the district with the goal of creating more space than currently exists for pedestrians, street furniture, lighting and tree planting. Additionally there are side-yard setback requirements for buildings abutting a mid-block drainage easement and for buildings abutting the northern most edge of the district for the same reasons.
- **No minimum parking requirements**, instead:

there are parking maximums specified for each use reflective of the transit rich nature of the district, challenges with locating structured parking and less parking intensive uses being encouraged.

- **A minimum lot size of 13,600 sq. ft. is required to trigger the Special District zoning**:
  this will require developers who own a lot under the minimum lot size to consolidate additional parcels and significantly limits the potential that any one small parcel might remain undeveloped in the future.
- **Public realm treatment:** street trees, public seating and lighting are required throughout the district at regular intervals.
- **1% of the hard construction costs of constructing a project (exclusive of tenant fit-up)** will be dedicated to improvements to the public realm within the EISD.
- **Design standards in the zoning and supplementary guidelines will provide guidance to the Planning Board and Design Advisory Team on:** building articulation, ground floor facades, driveway placement, architectural detailing and the public realm.

RRSC Focus and Process:

The Committee focused its work on the following questions:

1. What type of building and mass is appropriate for a unique and highly visible district that is also financially feasible;
2. Where in the district should the bulk of any building mass and taller buildings heights be located;
3. What combination of uses will maximize the revenue potential of the sites while minimizing impacts on schools;
4. What public realm enhancements should be required as part of the Special District Zoning to establish a more walkable, greener gateway district for the town;
5. How to craft Special District Zoning that encourages appropriate and coordinated development for the entire I-1.0 District which has several unique constraints and character defining features, rather than for development on only one parcel of a particular size; and
6. How can redevelopment respect and enhance the Emerald Necklace.

Early on in the process, the RRSC identified a number of potential commercial and very specific types of residential uses that would serve to both maximize the revenue and redevelopment potential of the district and would serve the surrounding neighborhoods while fostering new types of housing that would minimize impacts on schools. The commercial uses the Special District Zoning seeks to incentivize include hotel, retail, restaurant, medical office, general office and limited types of service uses. The site of the proposed hotel development at 25 Washington Street, in particular, represents a tremendous opportunity to transform a former dilapidated gas station and the adjacent public realm into a gateway to the town that complements the Emerald Necklace while generating significantly more tax revenue.

With respect to the residential uses, the Committee is proposing to add three new housing types and corresponding definitions to the Zoning By-Law, including age-restricted housing for residents 62 and older, "Micro Units," and "Live/Work Space." The proposed definitions of Micro Unit and Live/Work Space include limits on the maximum unit size for each. In addition to minimizing impacts on schools, these uses were identified as desirable because of their viability in a physically constrained area; because of the demand in the marketplace and because they are less parking intensive. There is a segment of the Brookline population that desires to "age in place," however; the Town's existing zoning does not provide any height or density incentives for the creation of senior housing. Moreover, there is demand by young professionals to live in the more urban neighborhoods of North Brookline. However, the high cost of rental housing is prohibitive and creates an incentive to pack rental units with multiple tenants thereby reducing the per-person cost. Because of the high costs and the resulting need to live with roommates, young professionals who no longer find this type of shared-housing arrangement desirable often leave Town. The Special District zoning would allow for and incentivize the creation of Micro Units to help mitigate some of the financial barriers young professionals face in securing housing and could help Brookline retain this desirable segment of the population. Development of this type of housing in this location may also serve to increase much needed foot traffic for existing Brookline Village businesses.

Redevelopment Feasibility and Financial Analysis:

The Town's independent real estate finance consultant, Pam McKinney, was asked to review the feasibility of the 25 Washington Street hotel proposal and the other redevelopment scenarios the Committee modeled throughout its process, including the proposed minimum building envelopes the architects and real estate experts on the Committee determined would likely be necessary for any of the proposed redevelopment scenarios to be financially viable. In addition to conducting her own analyses, Ms. McKinney reviewed the financial models developed by the Committee against the Committee's proposed minimum building envelopes. Ms. McKinney determined that all of the uses included in the Special District Zoning are viable from a financial perspective and that the Committee's proposed building envelopes and parking requirements for those uses as well as those proposed for the hotel development are appropriate and are in fact the minimum required for development to be feasible considering market conditions, construction costs and site constraints. Specifically, Ms. McKinney's analysis confirmed that there is strong demand in the market for the type of hotel being proposed for 25 Washington Street as well as for the specific types of residential uses included in the EISD. Her analysis indicated that medical and general office are potentially viable uses, but are less likely given the shape of the lots, the existing and planned supply of medical office in the immediate area as well as the need for more parking for those specific uses. With respect to parking, Ms. McKinney advised that, given the Special District's proximity to public transit, this area is an opportunity to employ alternative parking restrictions versus what might normally be required in a more suburban setting, especially where the most likely uses are those that are the least parking intensive and where neighbors in the immediate area indicated that there is no shortage of off-street parking.

RRSC Conclusions:
Given current and projected market conditions, the uses the Special District seeks to incentivize require buildings of the proposed scale. The underlying zoning for the Industrial District limits the height and FAR of buildings to 40 feet and 1.0 respectively, meaning that the built-out space within buildings could be no greater than the lot area and that buildings could be no higher than 40 feet. The analyses conducted by both the Town's independent real estate finance expert and by those on the RRSC confirmed that the desired uses are not viable within the limitations of the existing zoning, further underscoring the need to create Special District Zoning that incentivizes and allows for the proposed building envelopes. The need for more flexible dimensional and parking requirements was reinforced by the high water table in the area as well as the RRSC's desire to prohibit any on-site parking on the ground level of the district in recognition that "buildings on stilts" were not a desired outcome and that active uses on the ground floor of any future building would help create a vibrant public realm. This means that any on-site parking will need to be housed within future buildings already physically constrained by narrow, irregular-shaped parcels.

There were a number of tradeoffs inherent in the RRSC's process of trying to incentivize certain uses and to improve the public realm, resulting in the creation of Special District Zoning that allows for significantly larger buildings, subject to the EISD requirements. Following several meetings to analyze the financial and architectural feasibility of different types and sizes of potential buildings in this district, it was determined that larger buildings would be required not only for the financial feasibility of the proposed uses, but also to accommodate the unique geometric requirements for structured parking within the buildings. While the Committee acknowledged the need for larger buildings, every effort was made to balance the overall size and form of the building envelopes necessary for financial and architectural viability with the goal of minimizing negative impacts on the surrounding neighborhoods and sensitive nearby park areas.

Anticipated Outcomes:

- If the Special District Zoning passes, the Town will position itself to get ahead of future developers for the balance of the district and proactively shape future redevelopments in this important area of Town.
- The Town will facilitate the transformation of a former gas station at 25 Washington Street into a hotel that is anticipated to yield over $1.5M in net new taxes (rooms and excise).
- The hotel and future redevelopments will provide for significant additional public realm improvements within the EISD, further implementing the vision of the River Road Study Committee.
- The industrial district will be transformed from an overlooked corner of town into a greener and more attractive mixed-use gateway district with amenities for neighborhood residents, pedestrians and park users alike.

Companion Warrant Articles:
Two companion non-zoning warrant articles are being filed by the Board of Selectmen, which if passed at Town Meeting, would authorize the Selectmen to: (i) accept a

Restrictive Covenant to protect the tax certainty for the proposed new development at 25 Washington Street; and (ii) enter into agreements or take other action necessary for the Town to receive the full benefits and protections of a Memorandum of Agreement including mitigation and community benefits pertaining to the proposed development at 25 Washington Street.

River Road Study Committee Membership:

Ben Franco, Chair
Dick Benka
Alan Christ
Chris Dempsey
Steve Heikin
Brian Hochleutner
Yvette Johnson
Ken Lewis
Wendy Machmuller
Hugh Mattison
Tom Nally
Marilyn Newman
Mariah Nobrega
Charles Osborne
Linda Pehlke
Bill Reyelt
Daniel Weingart

SELECTMEN'S RECOMMENDATION

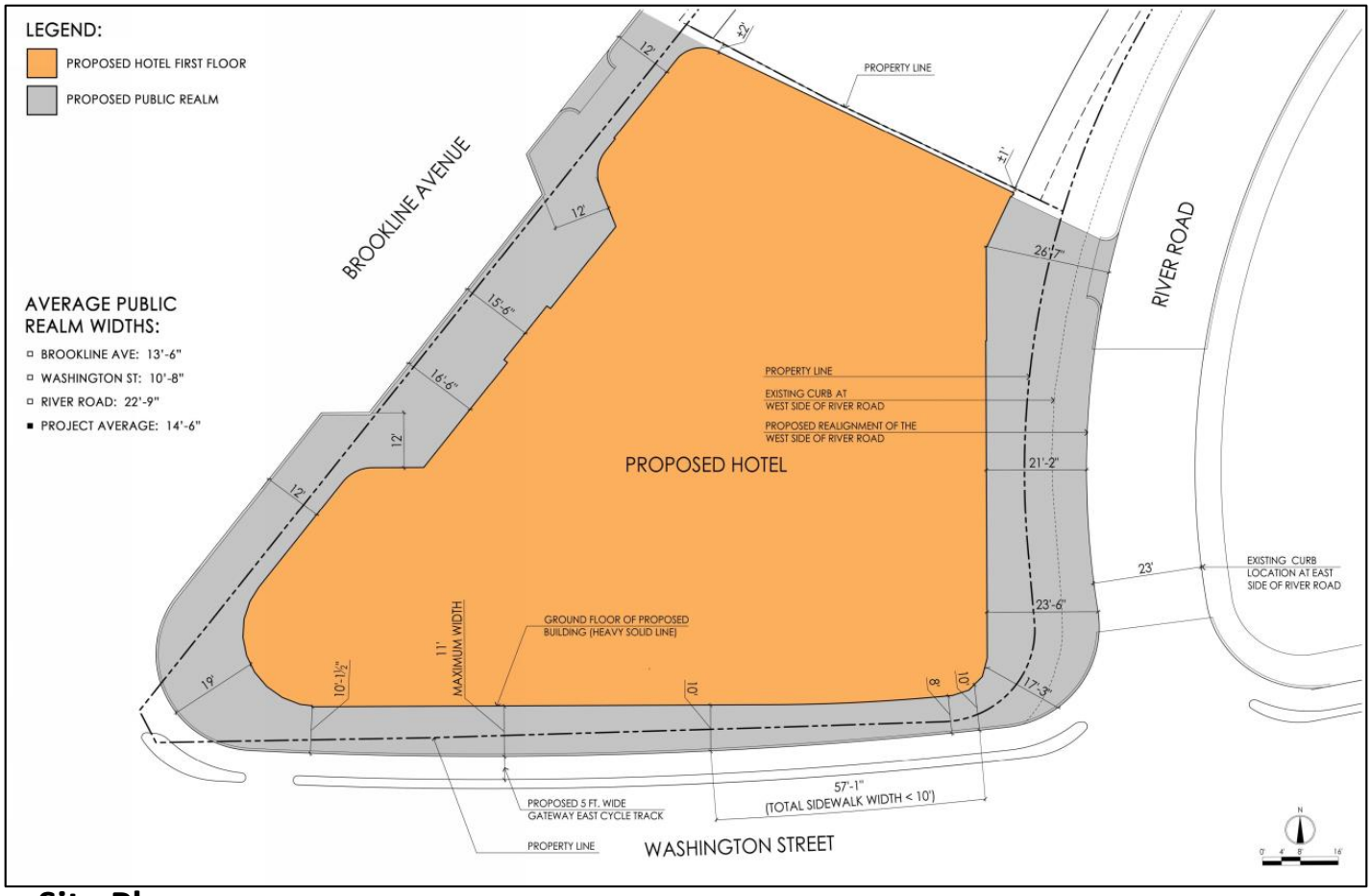
State statutes provide that unpaid bills from previous fiscal years may not be paid from the current year's appropriations without the specific approval of Town Meeting. As of the writing of this Recommendation, there are no unpaid bills from a previous fiscal year. Therefore, the Board recommends NO ACTION, by a vote of 5-0 taken on September 17, 2015.

ADVISORY COMMITTEE'S RECOMMENDATION

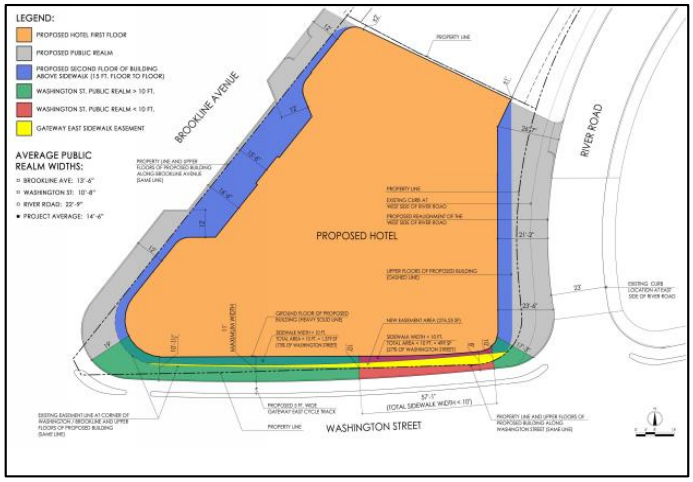
RECOMMENDATION:
As there are no known remaining unpaid bills from the previous fiscal year, the Advisory Committee unanimously recommends NO ACTION on Article 1.

XXX

EXHIBIT C

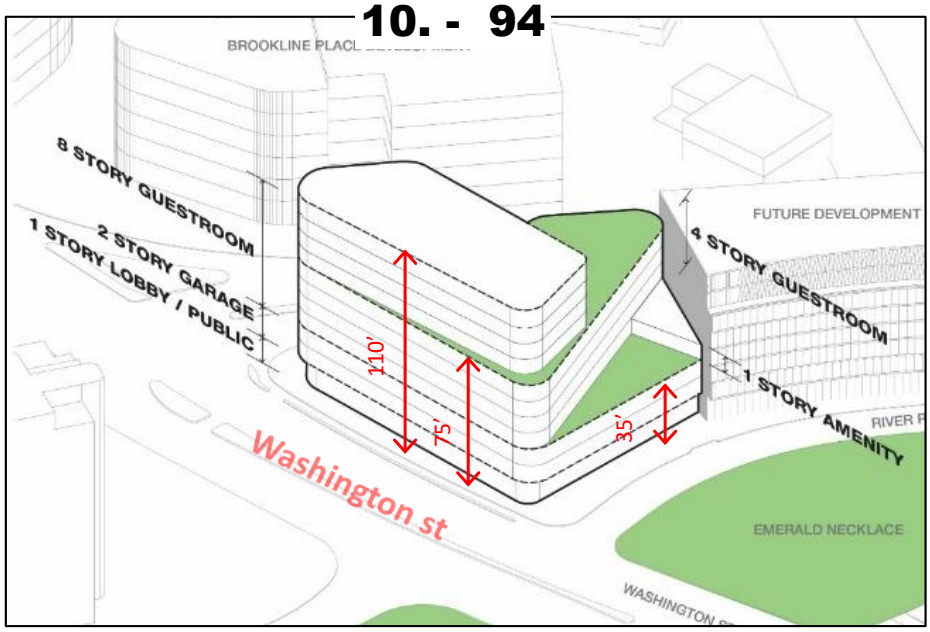


Site Plan

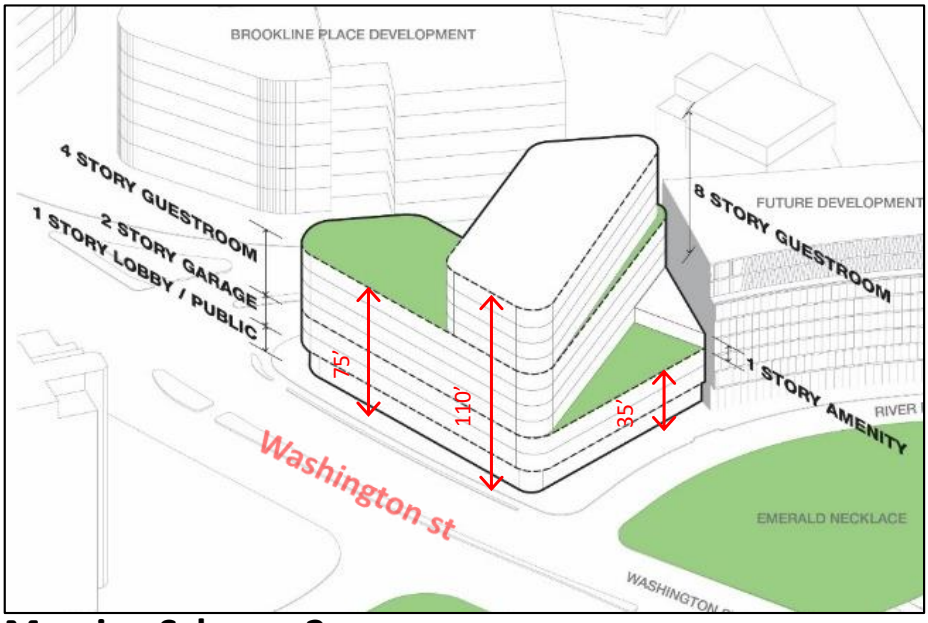


Proposed Sidewalk Widths

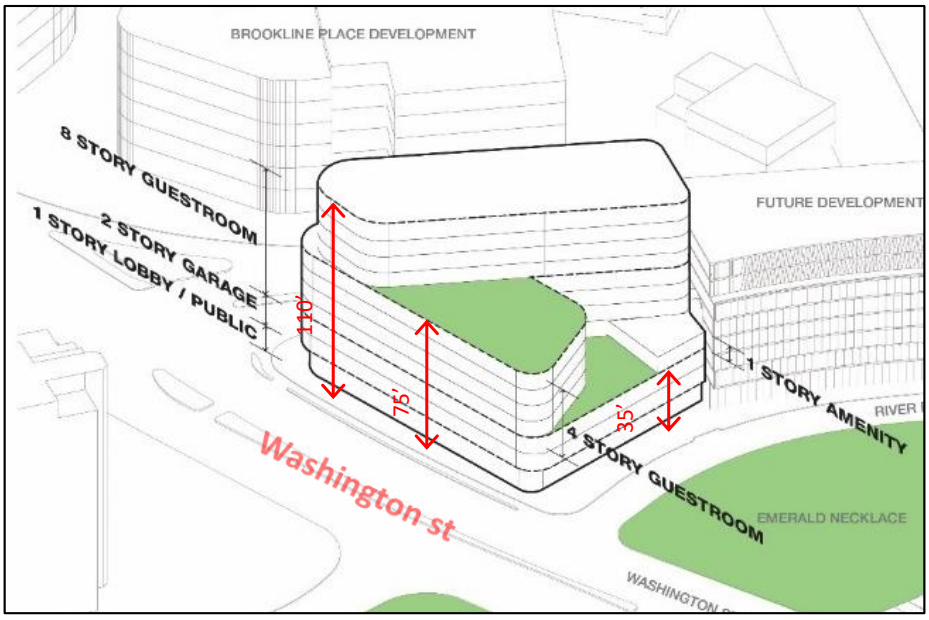
Proposed Landscape Plan



Massing Scheme 1



Massing Scheme 2



Massing Scheme 3

EXHIBIT D

25 WASHINGTON STREET
TAX CERTAINTY AGREEMENT

This Agreement between Claremont Brookline Avenue LLC, a Massachusetts limited liability company, with a principal place of business at Claremont Companies, One Lakeshore Center, Bridgewater MA 02324, its successors and assigns ("Claremont") and the Town of Brookline, a municipal corporation ("Town"), located in Norfolk County, Massachusetts and acting by and through its Board of Selectmen (the "Board"), is made and entered into this ___ day of _____, 2016, upon the mutual promises and obligations hereinafter set forth and additional consideration which the parties acknowledge is adequate and appropriate, upon the following terms and conditions:

PREAMBLE

WHEREAS, the Town through its comprehensive plan seeks to encourage the redevelopment of underutilized, vacant and/or abandoned buildings and land along Route 9 and to be assured that such redevelopment results in the improvements remaining as taxable properties within the Town to help protect the Town's existing property tax revenue; and

WHEREAS, Claremont owns the real property known as and numbered 25 Washington Street (hereinafter the "Premises," the legal description of which is attached hereto as Exhibit A, and also known as 700 Brookline Avenue) which currently consists of a vacant parcel formally occupied by a gas station, and

WHEREAS, Claremont has proposed the development on the Premises of a modern Select-Service hotel and related parking facilities (the "Project"); and

WHEREAS, the Town requires an easement of approximately 276.25 square feet of land on the southeast corner of Premises to construct roadway improvements which is more particularly shown on a sketch plan provided by the Town and attached hereto as Exhibit B (hereinafter the "the Easement"); and

WHEREAS, Claremont requires a zoning amendment to construct the Project; and

WHEREAS, Claremont acknowledges the value of the Easement to the Project; and

WHEREAS, Claremont has stated to the Town that the Project is not likely to result in a loss of the Town's taxable property, and in order to assure that the Premises will pay taxes or the equivalent thereof in the future it has offered to enter into this Agreement; and

WHEREAS, the Town intends to file a Warrant Article for consideration by Town Meeting to accept the Easement and authorize the Board of Selectmen to execute and record The Easement from Claremont on certain terms and conditions and upon the assurance that Claremont would enter into an agreement binding upon its successors and assigns with respect to the future payment of taxes or the equivalent thereof; and

WHEREAS, the Town and Claremont seek to confirm their shared commitment to keeping the Premises upon which the Project may be constructed as a taxable parcel notwithstanding that by virtue of its potential use, it may be exempt from the payment of real estate taxes as nontaxable real property under Massachusetts General Laws, Chapter 59, §5, Clause Third; and

WHEREAS, for the reasons stated above and pursuant to the terms of this Agreement, the Town and Claremont have agreed that Claremont and its successors and assigns in title to the Premises will make, during the term of this Agreement, as that term is explicitly defined below, voluntary payments to the Town in lieu of real estate taxes in circumstances in which Claremont or its successors and assigns in title would not otherwise be obligated to pay real property taxes on the Premises to the Town under applicable law. Voluntary in-lieu of tax payments are in addition to other economic enhancements provided by Claremont in developing the Premises as may be mutually agreed between the Town, acting through its Board of Selectmen, and Claremont;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Claremont and the Town agree as follows:

1. Claremont Commitment to Voluntary Annual Payment to the Town. This Agreement shall become effective on the date of its recording with the Norfolk Registry of Deeds and the Norfolk Registry District of the Land Court ("the Effective Date"). Subsequently, commencing with the first fiscal tax year next following the first assessment date on which the Project has been constructed by Claremont on the Premises and has received a final Certificate of Occupancy from the Town, in the fiscal years thereafter during which the Premises is being used for an Exempt Use or Uses, as hereinafter defined, and expiring ninety-five years from the Effective Date of this Agreement (the "Term"), Claremont shall make a direct financial contribution to the Town (the "Annual Payment"), and the Town shall accept the Annual Payment in full satisfaction of Claremont's obligations to make payments to the Town under this Agreement and/or applicable law (whether now in effect or, subject to Section 4, hereafter amended or adopted) on account of the Premises being used for an Exempt Use or Uses. During the Term, the Annual Payment shall consist of the "Voluntary Payment" more particularly described in Section 2 below. The assessment date shall mean January 1st or another date on which the Town Assessors by statute determine the value of real property for the next following fiscal year.

2. Voluntary Payment To Be Made by Claremont. The "Voluntary Payment" shall be paid by Claremont to the Town pursuant to this Agreement in quarterly installments on the date real property taxes are due and payable in the Town in each applicable fiscal tax year during the Term. The total Voluntary Payment shall be equal to the amount of real property taxes that would otherwise have been levied by and owed to the Town for all or any portion of the Premises were it not used for an Exempt Use or Uses and thus not exempt from real property taxes under applicable law in the relevant fiscal tax year. Claremont shall have the right to contest the amount of the Voluntary Payment on the basis of over valuation or

disproportionate valuation in comparison to similar properties, provided Claremont shall before commencing legal action first use good faith efforts to mediate the issue of valuation with the Assessors. An Exempt Use or Uses shall mean those uses of real property that render such property eligible for exemption from real property taxation pursuant to Massachusetts General Laws Chapter 59, Section 5, Clause Third or other similar law that may be adopted during the Term of this Agreement. The Town shall provide Claremont with a written statement of the amount due not less than thirty (30) days prior to the due date.

3. **Termination of Agreement**. The Town or Claremont shall have the right to terminate this Agreement by, and effective upon, written notice of such termination delivered to the other in accordance with Section 8(a), in the event that, at any time after the Effective Date the federal or state laws, regulations, ordinances and/or other government requirements applicable to the payment by Claremont of taxes, similar assessments or payments in lieu of such taxes on the Premises used for an Exempt Use or Uses and/or any judicial or administrative interpretation of any of them (other than by the Town), change in any manner, the direct or indirect effect of which is to change the terms, conditions, and/or benefits of this Agreement in any way that is materially adverse to the Town or Claremont. This Agreement shall not in any manner whatsoever restrict the Town's exercise of its police power. Upon transfer of title of the Premises Claremont's obligations under the Agreement shall automatically terminate and the successor owner of the Premises shall be bound by the terms of this Agreement in accordance with the Successor Affirmation set forth in Section 7 of this Agreement.

4. **Period of Restrictions.** It is the intent of the parties that the restrictions set forth herein be imposed for a term of ninety-five (95) years from the Effective Date hereof, and Claremont hereby agrees and acknowledges that the restrictions shall not be deemed to be "unlimited as to time" within the meaning of Massachusetts General Laws, Chapter 184, Section 23, and that prior to the expiration of the initial thirty (30) years and prior to the expiration of any subsequent renewal period, such restrictions may be renewed from time to time thereafter for additional periods not in excess of twenty (20) years each, in accordance with the provisions of Massachusetts General Laws, Chapter 184, Section 27 or any successor statute.

5. **Representations as to Authority**. *The Town's Authority*. The Town represents that it is duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite municipal power and authority under the Town's Bylaws and under the laws of Massachusetts to execute, deliver, perform and be bound by this Agreement. The Town represents that (i) the individuals executing and delivering this Agreement on the Town's behalf are the incumbents of the offices stated under their names, and such offices have been duly authorized to do so by all necessary municipal action taken by and on the part of the Town, (ii) the Agreement has been duly and validly authorized, executed and delivered by the Town, and (iii) subject to any future decision of a court or arbitrator of competent jurisdiction (which the Town will not instigate and has no reason to believe will be forthcoming), the Agreement constitutes the valid and binding obligation of the Town, enforceable against the Town in

accordance with its provisions. If a third party challenges the validity and enforceability of this Agreement against the Town, the Town agrees to use best reasonable efforts to defend the validity and enforceability of this Agreement.

Claremont's Authority. Claremont represents that it is duly organized, validly existing and in good standing under the laws of Massachusetts and has all requisite power and authority to execute, deliver, perform and be bound by this Agreement. Claremont represents that (i) the individual executing and delivering this Agreement on Claremont's behalf is the incumbent of the office stated under his name, and such offices has been authorized to do so by all necessary corporate action taken by and on the part of Claremont, (ii) the Agreement has been duly and validly authorized, executed and delivered by Claremont, and (iii) subject to any future decision of a court or arbitrator of competent jurisdiction (which Claremont will not instigate and has no reason to believe will be forthcoming), the Agreement constitutes the valid and binding obligation of Claremont, enforceable against Claremont in accordance with its provisions. If a third party challenges the validity and enforceability of this Agreement against Claremont, Claremont agrees to use best reasonable efforts to defend the validity and enforceability of this Agreement.

6. Dispute Costs. In any dispute arising from this Agreement, the parties hereby agree that the prevailing party shall be entitled to costs and attorneys' fees, including, but not limited to, any fees and costs incurred in collecting a judgment arising from such action However, prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and Claremont agree that such disputes shall first be subject to non-binding mediation, for a period not to exceed ninety (90) days. Costs of such mediation shall be shared equally by the Parties.

7. Lien/Collection Remedies. Upon the failure to make any Voluntary Payment to the Town, the Town may take whatever action it deems feasible to collect said payment whether in law or equity. The parties agree that the Voluntary Payment may constitute a fee for collection proceedings and may constitute a lien on the property for collection purposes. Upon written request from time to time to the Town Tax Collector, the Tax Collector shall provide the record owner of the Premises with a written statement certifying compliance with this Agreement as of said date and otherwise stating any amounts due and payable and the amount of the Voluntary Payment.

8. Deed Reference and Affirmation of Successor In Title. Claremont and its successors in title agree that during the Term, that each successive deed to the Premises executed and delivered by the grantor shall contain the following statement:

> "Reference is made to an Agreement by and between Claremont Corporation and the Town of Brookline dated _____, 2016, recorded with Norfolk County Registry of Deeds in Book _____, Page _____ (the 'Payment in Lieu of Tax Agreement'), as well as all amendments duly made and recorded. By acceptance and recording of this deed, the Grantee

acknowledges and accepts the Payment in Lieu of Tax Agreement and all relevant amendments and agrees that the same shall be binding and enforceable against the Grantee in accordance with its terms."

Claremont and such successors in title shall notify the Town in the manner provided in Section 8 hereof of the conveyance of the Premises and shall provide the Town with a copy of the deed evidencing the same conforming to this Section 7. The Town shall not be required to issue the certification provided for in Section 6 hereof absent compliance with Section 7, where applicable.

9. Miscellaneous Provisions.

(a) Notices. All notices, consents, directions, approvals, waivers, submissions, requests and other communications under this Agreement shall be effective only if made in writing with all delivery charges prepaid by a method set forth below, shall be effective at the times specified below, and shall be addressed to:

Claremont Companies
One Lakeshore Center
Bridgewater, MA 02324

With a copy to:

Robert L. Allen Jr., Esq.
Law Office of Robert L. Allen Jr., LLP
300 Washington Street
Brookline, MA 02445

Town of Brookline
Attn: Town Administrator
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

With a copy to:

Town of Brookline
Attn: Town Counsel
333 Washington Street
Brookline, MA 02445

___ By commercially recognized overnight or expedited commercial courier service, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the delivery receipt;

___ By hand delivery, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the messenger's receipt; or

___ By US certified or registered mail, return receipt requested, effective upon delivery or the refusal of delivery by or on behalf of the addressee as evidenced by the return receipt.

Any party may change or add to the addressees and/or addresses for notice by giving notice of such change or addition to the other party in accordance with this paragraph.

(b) Severability/Captions. The provisions of this Agreement are severable and, if any provision, or any portion thereof, is deemed by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remaining provisions, or remaining portions thereof, shall remain valid and enforceable to the fullest extent permitted by law, provided that (as determined by agreement of the parties or by a court or arbitrator of competent jurisdiction) such continuing validity and enforceability results in neither the loss of any material benefit to, nor the increase of any material burden on, either party or both of them, as such benefits and burdens are originally provided in this Agreement. If this Agreement is terminated or rendered of no effect due to the invalidity, illegality, or unenforceability of any of its provisions, those Claremont obligations that otherwise would survive the Term shall end. The captions used in this Agreement are for convenience only and shall not be deemed to have any relevance to the meaning of any of the provisions.

(c) Waivers/Time of Essence. The provisions and any breach of this Agreement shall not be waived, except expressly in writing signed by the waiving party. A waiver on one occasion or of one provision or breach shall not constitute a waiver on another occasion or of another provision or breach. Time is of the essence of this Agreement.

(d) Amendments. This Agreement shall not be amended unless such amendment shall be expressly agreed in writing executed by duly authorized representatives both parties.

(e) Whole Agreement/Survival. This Agreement supersedes any previous negotiations or agreements between the parties to this Agreement, whether oral or in writing, in relation to the matters dealt with herein and represents the entire agreement between the parties in relation thereto. The provisions of this Agreement that, by their specific terms apply after the Term shall, except as provided in Sections 4 and 8(b), survive the Term for so long as applicable; and all of the provisions of this Section 8 shall also survive the Term in relation to any of this Agreement's other surviving provisions.

(f) Real Property. All references in this Agreement to real property or property owned by or of Claremont shall be deemed to mean fee ownership of the Premises, including fixtures and/or improvements thereto and any use and/or occupancy of the Premises, including leases, which would affect the determination of whether the property is exempt or taxable by the Town.

(g) Reservations. The Town and Claremont agree that this Agreement provides the Town with protection of its tax base; but nothing in this Agreement in any way restricts the Town's complete discretion in the exercise of its police power or imposes any restrictions on Claremont's complete discretion to determine whether and how the Premises shall be developed and improved and the use of the Premises and whether the Premises shall be reserved for, converted to, or acquired for, an Exempt Use or Uses and/or taxable purposes, taking into account economic conditions from time to time, relevant site constraints of development and any and all other considerations it desires. The Town and Claremont each reserves all of its respective positions, rights and remedies at law and equity in connection with real estate taxes and exemptions in the event of the termination, expiration or inapplicability of this Agreement. Claremont is entering into this Agreement voluntarily; and nothing in this Agreement or Claremont's performance of its covenants hereunder shall be construed for any purposes whatsoever to constitute an acknowledgement by Claremont of any regulatory, statutory or contractual obligation to make the Voluntary Payment or any other payment to the Town on account of real property owned by Claremont for Exempt Purposes, beyond the explicit contractual commitments voluntarily made by Claremont under, and subject to all of the terms and conditions of, this Agreement.

(h) Counterparts. This Agreement may be executed by the parties hereto in multiple separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument of which there may be multiple originals.

(i) Applicable Law. This Agreement shall be governed by, and construed accordance with, the laws of The Commonwealth of Massachusetts for all purposes, without regard to any such laws governing choice of law.

(j) Successor In Title/Recording. This Agreement shall bind Claremont and its successors and assigns in title to the Premises and shall be deemed to "run with the land" for the duration of the Term. This Agreement shall be recorded at the Norfolk County Registry of Deeds and Norfolk Registry District of the Land Court as appropriate upon execution of this Agreement and approval of all permitting for the Project.

IN WITNESS whereof the parties have executed this Agreement under seal as of the Effective Date.

Claremont Brookline Avenue, LLC

By: The Claremont Company, Inc.
Its Manager

By _____
Elias Patoucheas
President
Hereunto duly authorized

Date: _____

Town of Brookline
Board of Selectmen:

_____

_____

_____

_____

_____

Hereunto duly authorized
Date:_____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared Elias Patoucheas, President of The Claremont Company, Inc, as Manager of Claremont Brookline Avenue, LLC , proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose..

_____
Notary Public

Personally Known _____
Produced Identification _____
Type of Identification _____

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____ 20__, before me, the undersigned notary public, personally appeared _____ _____, _____, _____ _____ Board of Selectmen, of the Town of Brookline, proved to me through satisfactory evidence of identification to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Brookline.

_____

Notary Public

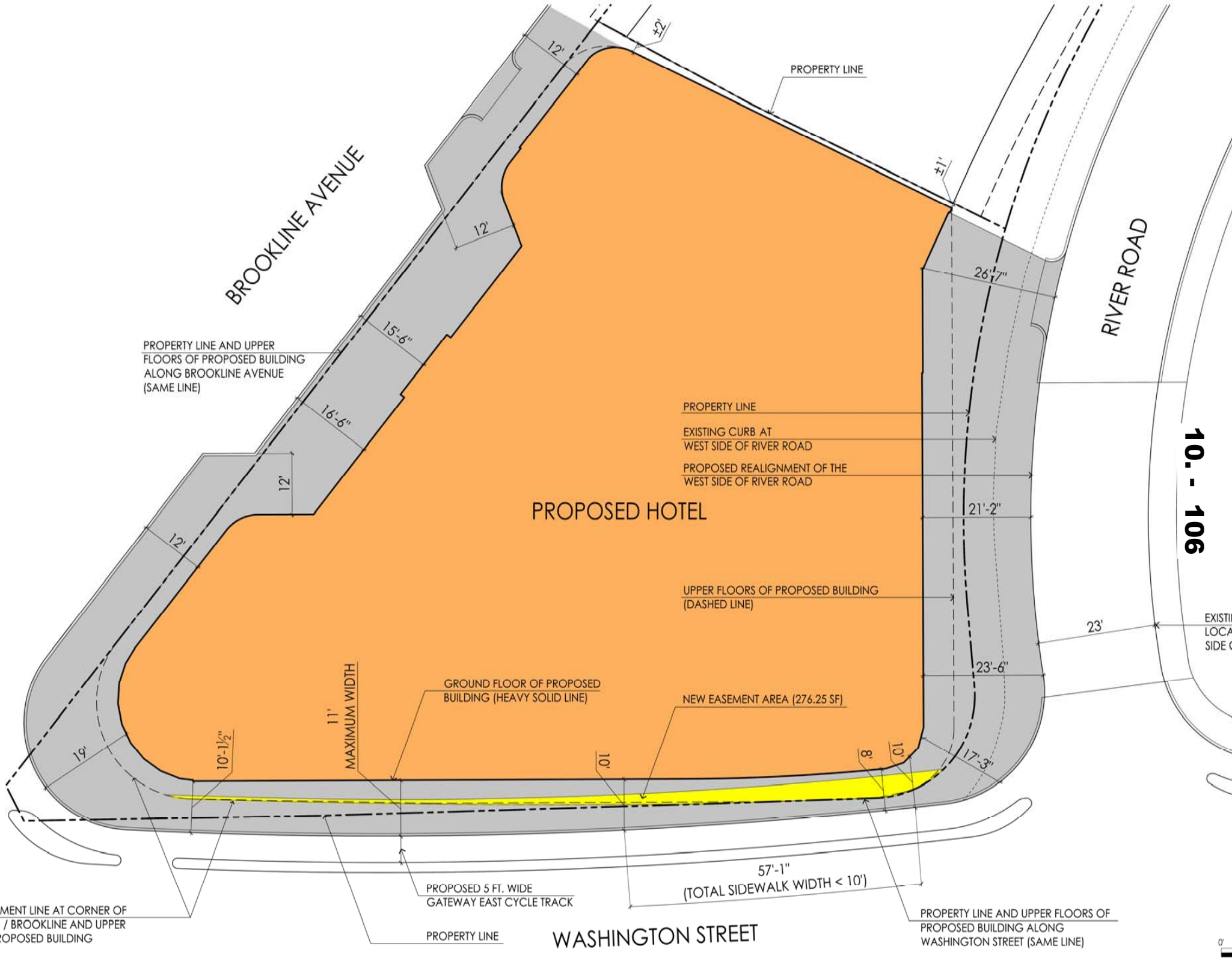
Personally Known _____

Produced Identification _____

Type of Identification _____

My Commission Expires:_____

EXHIBIT E


BROOKLINE AVENUE
RIVER ROAD
WASHINGTON STREET
PROPOSED HOTEL
PROPERTY LINE
PROPERTY LINE AND UPPER FLOORS OF PROPOSED BUILDING ALONG BROOKLINE AVENUE (SAME LINE)
PROPERTY LINE
EXISTING CURB AT WEST SIDE OF RIVER ROAD
PROPOSED REALIGNMENT OF THE WEST SIDE OF RIVER ROAD
UPPER FLOORS OF PROPOSED BUILDING (DASHED LINE)
GROUND FLOOR OF PROPOSED BUILDING (HEAVY SOLID LINE)
NEW EASEMENT AREA (276.25 SF)
11' MAXIMUM WIDTH
PROPOSED 5 FT. WIDE GATEWAY EAST CYCLE TRACK
57'-1" (TOTAL SIDEWALK WIDTH < 10')
PROPERTY LINE
PROPERTY LINE AND UPPER FLOORS OF PROPOSED BUILDING ALONG WASHINGTON STREET (SAME LINE)
12'
12'
12'
12'
±2'
±1'
15'-6"
16'-6"
26'-7"
21'-2"
23'
23'-6"
17'-3"
19'
10'-1½"
10'
8'
10'

Town of Brookline
Massachusetts

Planning Board
Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445
(617) 730-2130 Fax (617) 730-2442

Linda K. Hamlin, Chairman
Steven A. Heikin, Clerk
Robert Cook
Blair Hines
Sergio Modigliani
Matthew Oudens
Mark J. Zarrillo

October 14, 2016

ARTICLE XIX

PLANNING BOARD REPORT AND RECOMMENDATION

This warrant article, submitted by citizen petitioner Scott Englander, proposes to create a Transit Parking Overlay District (TPOD) of all parcels located within ½ mile of an MBTA Green Line station and to reduce the parking requirements for new residential development located within it. Parking requirements would be based on the number of bedrooms in a unit. Using empirical data and analysis collected from sources such as household surveys by the Town Assessor's Office, excise tax information and the U.S. Census numerous reports and studies give a picture of how many cars Brookline residents actually own and support lowering the parking requirement to better reflect this.

The most recent change to Brookline parking requirements was in 2000 when Town Meeting approved an increase to the parking requirements. The Planning Board was not supportive of this article. The proponents cited the shortage of parking in older buildings and hoped that the shortage could be alleviated by providing more parking spaces in new developments. The petitioners also hoped that the extra supply of parking would lower the cost of overnight rental parking in town. Following the increase in the parking requirements, numerous subsequent efforts have been made to reduce them. The Selectmen's Parking Committee, convened in August 2008, studied the topic and, in 2010, a Citizen Petition article was submitted to Town Meeting to reduce parking requirements. The result was to refer this subject to a Moderator's Committee on Parking. In 2013 the Moderator's Committee on Parking submitted an article that resulted from its research. This article proposed to reduce minimum parking requirements based on the number of bedrooms in a dwelling. Town Meeting voted No Action on this proposed amendment partly because having to provide less parking might result in an increase in the number of residential units and thus more schoolchildren.

The main difference between the 2013 article and this 2016 article pertains to the geographical areas that would be subject to the parking reduction. In 2013, the reduction was proposed to apply to residences in all zoning districts. However, this article applies only to parcels within ½ mile of an MBTA Green Line

rapid transit station. Promoting growth near rapid transit is considered one of the main tenets of smart growth. For now the parking requirements are minimums, and a developer could provide more spaces if he/she believed that the market demanded it. In the future, the Town may want to impose parking maximums.

The Planning Board believes that less parking can have important benefits – a reduction in traffic and reliance on different transportation options, including public transit, walking, biking, short term car rentals (Zipcars), and ride sharing (Uber/Lyft) and the opportunity to provide more green space. The Board notes that there is a growing trend, especially among younger adults, to be less car-dependent.

Conversely, more parking can raise the cost of development which is then passed on to purchasers and renters. The current parking requirements also serve as a disincentive to developing studios and one-bedrooms because the same amount of parking is required for the smaller units as for the multi-bedroom units. A more varied pool of unit types has the advantage of attracting a different demographic – more singles and more empty nesters. The data also show that occupants of studios and one-bedrooms are the least likely to own cars. With the current higher parking requirements, developers must devise ways to include large amounts of parking, often more than residents will actually utilize and often resulting in buildings that are taller, have less usable open space or are not as well-designed. In a current case, high parking requirements have led to a proposal for a parking garage extending five levels underground.

Therefore, the Planning Board unanimously recommends **FAVORABLE ACTION** on Article XIX.

Town of Brookline
Massachusetts

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Linda K. Hamlin, Chairman
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Mark J. Zarrillo

October 20, 2016

ARTICLE XXII
PLANNING BOARD REPORT AND RECOMMENDATION

This article is related to modifying numerous sections of the Zoning By-Law, including Sec. 5.09 (Design Review), Sec. 5.22 (Exceptions to FAR), and Sec.7.06 (Façade Alterations). All of the proposed changes relate to allowed floor area ratio (FAR) of residential units and is being submitted by the Moderator's Committee on Zoning. The proposed article aims to restrict new construction of overly large homes or "McMansions" that are out of scale with abutting properties and the surrounding neighborhood. It also attempts to eliminate loop-holes which contribute to the "gaming" of the By-Law by developers who construct homes with large basements and attics expecting that they will be converted to habitable space after the ten year waiting period or be finished illegally immediately after an occupancy permit is issued.

The Planning Board supports a zoning amendment which would address curbing the construction of overly large homes that are not in scale with the surrounding neighborhood and acknowledges how much time and effort the Moderator's Committee has put into considering solutions to this problem. However, the complications are many, including avoiding making existing homes non-conforming; clearly defining what counts as habitable space, or could be converted to habitable space; allowing flexibility for growing families to stay in their homes; and conforming to the state law that prohibits distinguishing between existing and new homes in the same zoning district. The Board expressed concern that there would be added costs related to requiring relief for new homes where before it was not needed, costs not only to the homeowner, but possibly to the Town for additional staff.

The Deputy Building Commissioner expressed his concern with being able to consistently and fairly define habitable space, or future habitable space, under the new zoning proposed in paragraph n. which would require a special permit under Design Review, Sec. 5.09 for: *"any construction of space, whether or not habitable, finished or built out, where such space substantially satisfies the requirements for habitability under the State Building Code or could with the addition of windows or doors and without other significant alterations to the exterior of the building be modified to* ***substantially*** *meet such habitability requirements, and which space if finished or built out or converted to habitable space would result in the total Gross Floor Area*

of the structure being greater than the permitted Gross Floor Area in Table 5.01." The language "substantially satisfies" is hard to quantify and is therefore especially difficult. It requires a subjective judgment by the Building Department that will need to interpret each proposal on a case by case basis. Also, limits to the future use of attics and basements by the Board of Appeals might be considered arbitrary and thus violate the uniformity requirement.

In general, the Planning Board agreed with requiring a special permit for any requested bonus floor area but remained uncertain what the appropriate percentage bonus should be for the conversion of basements and/or attics to habitable space. One member felt that graphics showing different percentages for different attic and basement expansions of space in a house would be helpful, not only to the Boards, but also to Town Meeting members. Also raised was the issue of treating basements and attics differently, since basement conversions usually do not add to the height of a building or impact abutters.

Alternative ways to limit FAR and address overly large homes could also be explored, such as requiring design review for all homes over a certain size, but home owners who do not otherwise need zoning relief might object to this. Another issue that the Planning Board had hoped the Moderator's Committee would look at is the allowed FAR in T districts. Most of the cases where neighbors have been concerned about the size of a project have been in T zones where many of the homes could legally be doubled in size or converted to two-families due to the allowed high maximum floor area which has not already been used. The Planning Board believes this is a larger problem facing the Town because site visits to recently built single family homes by members of the Moderator's Committee did not substantiate the original concern. Another option for the Committee to consider is that before the language allowing conversions of basement and attics up to 150% by-right was added to the zoning, the By-law allowed interior conversions up to 130% with a special permit, and this included conversions of basements and attics.

Because of the length of this article and its complexity, the Planning Board recommends that it be referred back to a Moderator's Committee on Zoning to provide an amendment for Spring Town Meeting that is less complex, more easily implemented and enforced, and has language that is less arbitrary and more easily interpreted by the Board of Appeals. Many of the other proposals contained in this warrant article also need more consideration.

Therefore, the Planning Board recommends NO ACTION on Article 22 as submitted and referral to the Moderator's Committee on Zoning for a modified zoning amendment submittal to Spring 2017 Town Meeting.

Petitioner: Clint Richmond
Address: 3 Greenough Cir.
Tel. #: 617-738-9434
E-Mail: crbrookline@aol.com

Petitioner: Andrew Fischer
Address: 21 Bartlett Crescent
Tel.: 617-293-8304
E-mail: afischer@jasonandfischer.com

ARTICLE __
Submitted by: Clint Richmond & Andrew Fischer

To see if the Town will amend the General By-Laws by revising the Article 8.33 as follows (additions are indicated in underlining, and deletions are indicated in strike-out):

ARTICLE 8.33 SUSTAINABLE ~~PLASTIC~~ BAGS ~~REDUCTION~~

SECTION 8.33.1 Definitions

The following words shall, unless the context clearly requires otherwise, have the following meanings:

"~~Director~~Officer", the ~~Director of Public Health Services~~Town Administrator or his/her designees responsible for enforcement.

"ASTM D6400", the American Society for Testing and Materials (ASTM) International "Standard Specification for Compostable Plastics".

"ASTM D7081", ASTM International "Standard Specification for Biodegradable Plastics in the Marine Environment".

"Checkout bag", a carryout bag provided by a store to a customer at the point of sale. ~~Checkout bags shall not include bags, whether plastic or not, in which loose produce or products are placed by the consumer to deliver such items to the point of sale or check out area of the store.~~

"Compostable plastic bag", a plastic bag that (1) conforms to the current ASTM D6400 for compostability; (2) is certified and labeled as meeting the ASTM D6400 standard specification by a recognized verification entity; and (3) conforms to any other standards deemed acceptable by this section.

~~"Department", the Brookline Department of Public Health.~~

"Marine degradable plastic bag", a plastic bag that conforms to the current ASTM D7081 standard specification for marine degradability; and conforms to any other standards deemed acceptable by the Officer~~Director~~, provided additional, Officer~~Director~~-approved standards are as stringent as ASTM D7081.

"Product Bag" bags in which loose produce, bulk items, unwrapped baked goods or prepared food, or other products are placed by the consumer to deliver such items to the point of sale or check out area of the store.

"Reusable bag", a bag that is either (a) made of cloth or other machine washable fabric; or (b) made of plastic other than polyethylene or polyvinyl chloride that is durable, non-toxic, and generally considered a food-grade material that is more than 4 mils thick.

"Reusable check-out bag", a sewn reusable bag with stitched handles that ~~is specifically designed for multiple reuse and is either (1) made of cloth or other machine washable fabric; or (2) made of durable plastic that is at least 2.25 mils thick; or (3) made of other durable material.~~can carry 25 pounds over a distance of 300 feet.

"Retail establishment", any retail store that satisfies at least one of the following requirements: (a) a retail space of 2,500 square feet or larger or at least three (3) locations under the same name within the Town of Brookline that total 2,500 square feet or more; or (b) a retail pharmacy with at least two locations under the same ownership within the Town of Brookline; or (c) a full-line, self-service supermarket that had annual gross sales in excess of $1,000,000 during the previous tax year, and which sells a line of dry grocery, canned goods or nonfood items and some perishable items;

SECTION 8.33.2

(a) If a retail establishment as defined in S~~s~~ection 1 provides ~~plastic~~ checkout bags to customers, the ~~plastic~~ bags shall comply with the requirements of being either a recyclable paper bag, a reusable checkout bag, or a ~~compostable~~ plastic bag~~s~~ that is compostable ~~,~~ as well as marine degradable ~~plastic bags~~.

(b) If a grocery store provides product bags to customers, the bags shall comply with the requirements of being either a recyclable paper bag, reusable bag, or a compostable plastic bag.~~(a) Nothing in this section shall be read to preclude any establishment from making reusable checkout bags available for sale to customers or utilizing recyclable paper bags as defined in this section at checkout.~~

(c) The ~~Director~~ Officer may promulgate rules and regulations to implement this section.

SECTION 8.33.3 PENALTIES AND ENFORCEMENT

(a) Each Retail Establishment as defined in Section 1, above, located in the Town of Brookline shall comply with this by-law.

(1) If it is determined that a violation has occurred the Officer~~Director~~ shall issue a warning notice to the Retail Establishment for the initial violation. (2) If an additional violation of this by-law has occurred within one year after a warning notice has been issued for an initial violation, the Officer~~Director~~ shall issue a notice of violation and shall impose a penalty against the retail establishment.
(3) The penalty for each violation that occurs after the issuance of the warning notice shall be no more than:
A) $50 for the first offense
B) $100 for the second offense and all subsequent offenses. Payment of such fines may be enforced through civil action in the Brookline District Court. (4) No more than one (1) penalty shall be imposed upon a Retail Establishment within a seven (7) calendar day period.
(5) A Retail Establishment shall have fifteen (15) calendar days after the date that a notice of violation is issued to pay the penalty.

SECTION 8.33.4
All of the requirements set forth in this by-law shall take effect ~~December~~ July 1, 201~~3~~7. In the event that compliance with the effective date of this by-law is not feasible for a food service establishment because of either unavailability of alternative checkout bags or economic hardship, the ~~Director~~ Officer may grant a waiver of not more than six months upon application of the owner or the owner's representative. The waiver may be extended for one (1) additional six-month period upon showing of continued infeasibility as set forth above.

Or take any other action relative thereto.

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Kate MacGillivray

To: Stephanie Orsini
Subject: RE: WA16: AC Language

ART 16 AC

From: Lynn-Jones, Sean [mailto:Sean_Lynn-Jones@hks.harvard.edu]
Sent: Monday, October 24, 2016 2:06 PM
To: Melissa Goff
Cc: Carla Benka
Subject: WA16: AC Language

Melissa,
FYI if you are still seeking the AC language on WA16.
Sean

RECOMMENDATION
By a vote of 16-0-0, the Advisory Committee recommends FAVORABLE ACTION on the following motion under Article 16:

VOTED: that the Town adopt the following resolution:

WHEREAS, greenhouse gas pollution from cars accounts for more emissions than from industries like iron, steel, cement and chemicals combined;

WHEREAS, increasing access to the infrastructure required to charge electric vehicles is a means to get more people into electric vehicles and thus lower greenhouse gases;

WHEREAS, the Town installed electric vehicle charging stations in 2011 that are currently hooded and inactive;

NOW, THEREFORE, BE IT RESOLVED that the Town shall maintain responsibility for the town-owned electric vehicle charging stations and

BE IT FURTHER RESOLVED that the Town shall charge a reasonable fee for the use of these facilities.

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