

August 28, 2013

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

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

Dear Mr. Fracasso:

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

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

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

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

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

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

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

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

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

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

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

the owner of the restrictions of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

2012 proposal that MassDevelopment was already prepared to disallow.

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

### ***Massing***

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

boundary between abutting properties and Hancock Village into drainage ditches.

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

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

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

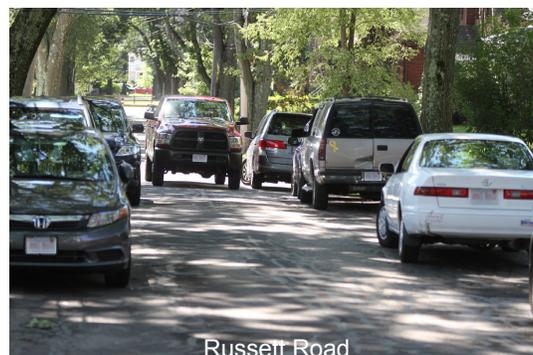
(8) Rather than working with undulating topography as the original designers did, the developers are flattening the terrain in the greenbelt buffer and removing a distinctive feature of the land. The land undulates enough that children who live in Hancock Village use it for sledding in the winter. Old-time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

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

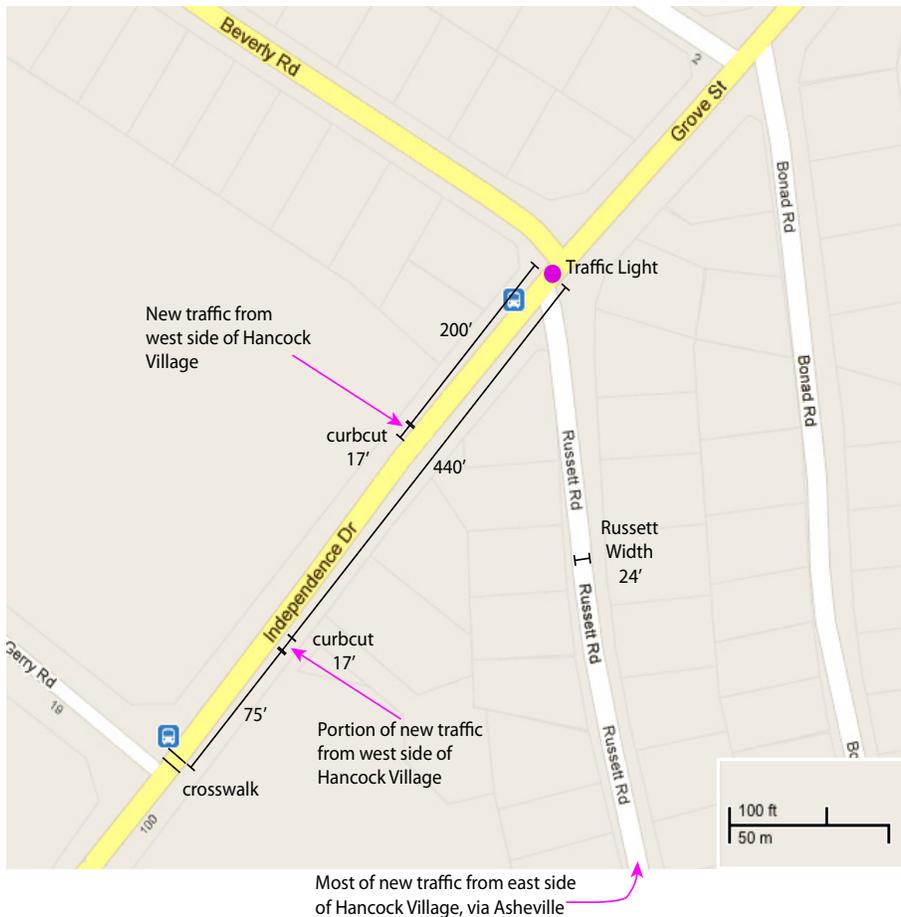
### **Traffic and Safety**

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

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



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



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

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

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

Village residents already report that it is dangerous to exit Hancock Village onto Independence Drive due to the speed and volume of traffic that already exists (Fig. 6). Hancock Village residents are also concerned over safety, and recently petitioned Brookline for traffic calming measures.

This situation can only worsen with ~300 more cars and additional intersections.

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



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

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

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

## **Conclusion**

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

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

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

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

Signature

Date

Printed Name and Address

## **Attached Materials**

An inventory of the documents provided with this letter follows:

**Exhibit 1. 1946-1950 Hancock Village Planning Board Deliberations.** This file contains summaries of the 1946 deliberations of the Brookline Planning Board about Hancock Village. It contains the Contract made between the John Hancock Insurance Company and the Town of Brookline.

**Exhibit 2. 1946 Agreement.** This file contains additional documents from the 1946 negotiations between the Town and John Hancock over the Hancock Village development.

**Exhibit 3. BRA Rejects W Roxbury Condo Proposal as Ridiculous (Globe).** This Globe article documents prior attempts by CHR to overdevelop in this area, with a proposal that the BRA outright rejected as ridiculous.

**Exhibit 4. Weld backs Hancock Woods preservation (Globe).** This Globe article highlights the value of preserving green space in this area, and the actions that the state has taken in this direction.

**Exhibit 5. Hancock Village\_Planning\_Committee\_Final\_Report.** This is the final report of the town-wide Hancock Village Planning Committee. This report noted the unwillingness of CHR to alter the fundamentals of its proposal in response to community input, and the large negative impacts of CHR's proposals.

**Exhibit 6. 51 Bus Schedule:** Schedule of the 51 bus. Note relatively infrequent service, decreased Sat service, and lack of Sun service.