

BRIGHTON MARINE HEALTH CENTER
VETERANS MIXED INCOME HOUSING PROJECT

NOTICE OF PROJECT CHANGE



Submitted To:

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Submitted By:

Brighton Marine Health Center, Inc.
77 Warren Street
Boston, MA 02135
and
WinnCompanies
6 Faneuil Hall Marketplace
Boston, MA 02109

AUGUST 2, 2016

NOTICE OF PROJECT CHANGE
BRIGHTON MARINE HEALTH CENTER
VETERANS MIXED INCOME HOUSING PROJECT

1485 Commonwealth Avenue, Boston, MA

This Notice of Project Change (NPC) is submitted under Article 80A-6 of the Boston Zoning Code. The purpose of this submission is to notify the Boston Redevelopment Authority (BRA) of the proposed changes to Brighton Marine Health Center, Veterans Mixed Income Housing project to be constructed at 1485 Commonwealth Avenue, Boston, MA. The project was initially described in an Expanded Project Notification Form (EPNF) submitted to the BRA on July 11, 2014.

1.0 INITIAL PROJECT DESCRIPTION; BACKGROUND; CURRENT PERMITTING STATUS AND PROPOSED CHANGES

1.1 Initial Project Description

Brighton Marine Health Center, Inc. (the Proponent or Brighton Marine) proposes to redevelop an approximately 1.5-acre site (the Project site) on the east side of the approximately 8.3-acre Brighton Marine Health Center campus (Brighton Marine campus) in the Brighton neighborhood of Boston. The Project site is located on the eastern side of the Brighton Marine campus, adjacent to the Commonwealth Avenue Carriage Road. The site includes five two-story buildings, a roadway with restricted access, surface parking lots and landscaped areas. Four of the five buildings are currently vacant.

The proposed Project as described in the EPNF includes the construction of a new, L-shaped six-story multi-family residential apartment building and the rehabilitation of an existing, approximately 2,560 sf building (Building 3) on an approximately 1.5 acre portion of the Brighton Marine campus. The new building will include approximately 111,650 sf, of which approximately 7,500 sf will be for common amenity space and the remainder will be residential space. A portion of the approximately 7,500 sf amenity space will be a “safe room” that will include bathrooms and have heating, air conditioning and electricity provided by the emergency generator in the event of an electrical blackout. A below-grade parking garage will include approximately 49 parking

spaces. An additional 52 surface parking spaces and new and enhanced landscaping are provided on the site.

In order to create the area for the new building, four of the five existing buildings on the site, Buildings 4, 5, 6 and 7, were proposed to be demolished, and the fifth building, Building 3, would be incorporated into the plan and restored. The rehabilitation of Building 3 would include conversion of the ground floor into common amenity space and conversion of the top floor into a two bedroom residential unit.

Overall, the Project included approximately 101 residential units. Of the approximately 101 units, approximately 80 will be mixed income units with various levels of affordability. All units will be leased with a preference for veterans, in keeping with Brighton Marine’s mission. Four of the existing buildings on the site were proposed to be demolished, and the tenants of Building 5 will be relocated to another location on campus.

The Project program as set forth in the EPNF was :

Project Element	Approximate Dimension
New Apartment Building	
Residential	100 units / 104,150 sf
One Bedroom	48 units
Two Bedroom	52 units
Common Amenity	7,500 sf
Total Square Footage	111,650 sf
Building 3	
Residential	1 two bedroom unit / 1,450 sf
Common Amenity	1,110 sf
Total Square Footage	2,560 sf
New Apartment Building Height	77 feet
Parking	101 Spaces
Garage Parking	49 spaces
Surface Parking	52 spaces
Covered Bicycle Storage	101 spaces

1.2 Project Background and Permitting Status

The Proponent submitted a Letter of Intent to the BRA on June 19, 2014. The Proponent filed an Expanded Project Notification Form with the BRA on July 11, 2014 and on July 29, 2014, a Scoping Session was held to review the Proposed Project. An Article 85 and BRA Community Meeting was held on the Brighton Marine Health Center campus on July 31, 2014, and two Impact Advisory Group (“IAG”) meetings were held, on July 28, 2014 and August 18, 2014, at the Brighton Marine Health Center campus. On September 5, 2014, the Proponent presented before and gained approval from the Boston Civic Design Commission (“BCDC”). The Article 80 comment period expired on August 11, 2014. On October 16, 2014 the BRA Board of Directors authorized the Director of the BRA to issue a Certificate of Compliance for the Project under Article 80-B6, to issue an adequacy determination waiving further Project review and to provide a positive recommendation to the Board of Appeal in support of the conditional use permit and dimensional and use variances requested in BZC Case No 397922.

In addition to the BRA and Boston Civic Design Commission approvals, the Project as described in the EPNF has received approval from:

- (i) the Board of Appeal for development within the Greenbelt Overlay Protection District, and three use and dimensional variances from Article 51;
- (ii) the Boston Landmarks Commission; and
- (iii) the Boston Parks Department.

The Project has been delayed in completing the permitting process identified in the EPNF, and securing public financing and commencing construction, due to concerns expressed by the Massachusetts Historical Commission (MHC) regarding the demolition of certain buildings on the site. As a result of these concerns, a Memorandum of Agreement (MOA) among the MHC, the City of Boston Department of Neighborhood Development, and the federal Advisory Council on Historic Preservation was negotiated and signed which (i) requires preservation of Buildings 5 and 6 in addition to Building 3 as identified in the EPNF; (ii) approves demolition of Buildings 4 and 7 on the site, conditioned upon first offering to donate them to interested parties, and (iii) imposes certain additional conditions including creating archival photographic documentation of the buildings, salvage and reuse where possible of architectural elements of the buildings, and creating a publicly accessible interpretive exhibit highlighting the history of the property. A copy of the signed Memorandum of Agreement is attached as Exhibit A to this NPC.

As a result of the conditions set forth in the MOA, certain minor modifications to the proposed site plan and building design as presented in the EPNF are necessary. It is

these minor modifications to insure compliance with the MOA that are the subject of this NPC.

1.3 Proposed Project Changes

The changes to the approved Project necessitated by the MOA described above are as follows:

1. **Site Area**. In order to retain Building 5, the site plan boundary has been modified (a) at the southwest corner to go around Building 5, keeping Building 5 as part of the balance of the Brighton Marine campus, and (b) at the northwest corner to accommodate the location of the emergency generator on site. This reduces the area of the Project site from 67,536 square feet to 62,747 square feet. These changes to the site plan are illustrated on Figure 1.
2. **Site Plan, Entry Drive and Surface Parking**. As a result of the retention of Building 5, the area of southwest corner of the site has been reduced and reconfigured, creating the need to realign the entry drive to avoid Building 5, and eliminating 12 surface parking spaces. These surface parking spaces are unable to be relocated elsewhere on the site, and there is no area to place them in the underground garage, nor financially feasible to create a managed garage for this number of cars. In addition, the emergency exit from the site in the northwest corner has been slightly realigned. Finally, a notch has been removed from the southwest corner of the new building to accommodate the new entry drive location, creating a slightly modified site and landscape plan at that corner. These changes to the site plan are illustrated on Figures 1 and 2.
3. **New Building Design Changes**. As mentioned above, the realignment of the entry drive requires a notch to be taken out of the southwest corner of the building. This notch reduces each floor of the new building and the basement by approximately 790 square feet, reducing the overall area of the building by approximately 4,650 gross square feet. Floor plans and building elevations and showing the change are illustrated on Figure 3-9.
4. **Building Program Changes**. The changes to the building design and floor area also result in a slight change to the number of residential units, the distribution of unit sizes, and the number of garage parking spaces. The distribution of unit sizes was modified to create three bedroom units as suggested during the public process. In order to accomplish this within the envelope, the number of two bedroom units was reduced from 52 to 32, and 11 three bedroom units and 11 studios were added. The changes to the Project program are summarized in the chart below.

5. **Relocation of Building 6 to Brighton Marine Main Campus.** As required by the MOA, the existing Building 6 on the Project site, which had been planned for demolition, is now planned to be relocated to the main Brighton Marine campus. This change to the site plan is illustrated on Figure 10.

6. **Interpretive Historical Exhibit on Commonwealth Avenue Fence.** In compliance with the MOA, the Proponent proposes to create an interpretive historical exhibit highlighting the social/use history of the site. The interpretive display as currently envisioned will be placed on the fence along Commonwealth Avenue where it will be most visible to the public. An illustration of what this exhibit could look like is attached as Exhibit B.

A summary of the proposed changes, compared to the Project proposed in the EPNF, is set out below.

Category	EPNF	NPC
SITE		
Site Area SF	67,536	62,747
NEW APARTMENT BUILDING		
Residential Units		
Studios	0	11
One Bedrooms	48	47
Two Bedrooms	52	32
Three Bedrooms	0	11
Total Units	100	101
Square Footage		
Residential GSF	104,150	101,350
Common Amenity GSF	7,500	5,650
Total Zoning GSF	111,650	107,000
New Building Height	77 feet	77 feet
BUILDING 3		
Residential Units	1	1
Residential GSF	1450	1450
Common Amenity GSF	1110	1110
Total Zoning GSF	2560	2560
TOTAL PROJECT		
Total Units	101	102
Total Zoning SF	114,210	110,510
Total Height	77 feet	77 feet
Total Parking/Bikes		
Surface Parking	52	40

Garage Parking	49	47
Total Parking	101	87
Bicycle Storage	101	102

As a result of the proposed changes to the Project, in addition to the approval of this NPC by the BRA, the proponent anticipates needing to clarify its Board of Appeal variances and conditional use permits, Boston Parks Commission approval and Boston Transportation Department approval of the Project in order to conform to the Project as described in this NPC, and to obtain the other permits and approvals set forth in the EPNF.

As a result of the proposed changes, the financing described in the EPNF is anticipated to be completed, and construction is anticipated to commence, in the second quarter of 2017, with a construction period of approximately 21 months.

No material changes to the Project Team, Public Benefits, or Legal Information set forth in the EPNF are proposed.

2.0 TRANSPORTATION

Howard/Stein-Hudson Associates, Inc. (HSH) conducted an evaluation of the transportation impacts of the proposed Project. The transportation study adheres to the Boston Transportation Department (BTD) *Transportation Access Plan Guidelines* and the BRA's Article 80 development review process. The study includes an evaluation of existing conditions, future conditions with and without the Project, projected parking demand, transit services, and pedestrian activity. Based on the operations analysis set forth on the Transportation Analysis in the EPNF, the proposed changes to the Project are expected to have no incremental impact to the future projected vehicular level of service, use of on-street parking, use of public transportation, pedestrian and bicycle trips, on surrounding roadways and the study area intersections.

The Proponent will carry forward with the transportation mitigation measures, transportation demand management measure and construction period mitigation strategies.

3.0 ENVIRONMENTAL REVIEW COMPONENT

Due to the minor nature of the proposed Project changes, the Proponent does not anticipate any material impact on the environmental analysis presented in the EPNF, including wind conditions, shadow impacts, daylight, solar glare, ambient air quality, storm water/water quality, flood hazard zones/wetlands, geotechnical/groundwater, solid and hazardous waste, noise levels, construction, rodent control or wildlife habitat.

The Proponent reaffirms its commitments to environmental mitigations measures set forth in the EPNF.

4.0 SUSTAINABLE DESIGN AND CLIMATE CHANGE

Due to the minor nature of the proposed Project changes, the Proponent does not anticipate any material impact on the sustainable design elements and climate change preparedness presented in the EPNF.

The Proponent reaffirms its commitments to sustainable design and climate change preparedness set forth in the EPNF, and notes that the LEED checklist submitted is still relevant for the proposed building.

5.0 URBAN DESIGN

Due to the minor nature of the proposed Project changes, the Proponent does not anticipate any material impact on the urban design features and elements presented in the EPNF.

The Proponent reaffirms its commitments to the urban design set forth in the EPNF.

6.0 HISTORIC AND ARCHAEOLOGICAL RESOURCES

As discussed above, the EPNF anticipated demolishing four of the five buildings on the site (Buildings 4, 5, 6 and 7) and retaining and restoring one of the buildings on the site (Building 3). However, as a result of the terms of the MOA, the Proponent has agreed to:

- Retain Building 5 in its present location;
- Relocate Building 6 to a new location on the Brighton Marine campus;
- Offer to transfer ownership of Buildings 4 and 7 for \$1.00 to any entity willing to move them off of the Project site.
- Make archival photographs of the buildings;
- Salvage and reuse architectural elements of the buildings where possible and appropriate; and
- Create an interpretive exhibit accessible to the public which highlights the history of the property.

While the retention of two additional buildings as required by the MOA will significantly increase the cost of the Project and has resulted in costly and substantial project delay, it will

simultaneously increase the preservation of historic resources on the site and in the neighborhood, and the public awareness of these resources through the archival photographs, salvage and reuse of building elements, and creation of a publicly accessible interpretive exhibit.

These changes will not affect the visual impacts, shadow impacts or wind impacts to historic resources of the Project.

7.0 INFRASTRUCTURE SYSTEMS

Due to the minor nature of the proposed Project changes, the Proponent does not anticipate any material impact on the infrastructure systems analysis presented in the EPNF, including wastewater, domestic water, fire protection, drainage/stormwater, electrical systems, telecommunications systems and gas systems.

The Proponent reaffirms its commitments to the protection of infrastructure systems during construction and conservation of resources as set forth in the EPNF.

8.0 COORDINATION WITH OTHER GOVERNMENTAL AGENCIES

The Proponent will continue to coordinate with all other governmental agencies who will need to approve the changes to the Project, or whose standards or regulations will apply to the Project. These will include the Board of Appeal to conform the conditional use permit and variances granted for the project to the current program as described above; the Boston Parks Commission to confirm that the permission to build within 100 feet of a public park granted to the project is still operative; the Massachusetts Historical Commission in accordance with the Memorandum of Agreement executed with respect to the Project; the Public Improvements Commission; the Boston Transportation Department; the Boston Water and Sewer Commission; the Joint Committee on Licensing; and the Massachusetts Architectural Access Board, among others.

EXHIBIT A

**MEMORANDUM OF AGREEMENT
AMONG THE
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,
THE MASSACHUSETTS STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
REGARDING THE
BRIGHTON MARINE HEALTH CENTER VETERANS MIXED INCOME HOUSING PROJECT,
BRIGHTON, MASSACHUSETTS**

WHEREAS, the Department of Housing and Urban Development (HUD), through the City of Boston's Department of Neighborhood Development (DND) as the Responsible Entity (RE), plans to provide HOME funding for the Brighton Marine Health Center Veterans Mixed Income Housing Project (undertaking); and

WHEREAS, the undertaking consists of the construction of a new mixed income residential development providing below market rate housing for veterans on an approximately 1.5 acre portion of the existing parcel of Brighton Marine Health Center property; and

WHEREAS, DND has defined the undertaking's area of potential effect (APE) as the Brighton Marine Health Center property, historically known as United States Public Health Services Hospital; and

WHEREAS, DND has determined that the undertaking may have an adverse effect on the Brighton Marine Health Center, which is eligible for listing in the National Register of Historic Places, and has consulted with Massachusetts State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §§ 470f); and

WHEREAS, DND has consulted with Brighton Marine Housing Limited Partnership (the Sponsor, whose majority owner is Brighton Marine Health Center, and minority partner is an affiliate of WinnCompanies) regarding the effects of the undertaking on historic properties and has invited them to sign this Memorandum of Agreement (MOA) as invited signatories; and

WHEREAS, the undertaking has been the subject of numerous public outreach efforts and community meetings, including but not limited to community meetings held in July 2014 and August 2014, and public comments were received regarding parking ratios, site design to be consistent with the existing street scape, project affordability, preference for veterans, and site maintenance, all of which have been incorporated into subsequent permits and City approvals and

WHEREAS, Boston Landmarks Commission and Boston Preservation Alliance were identified as consulting parties; Boston Landmarks Commission provided comments regarding their decision to not evoke demolition delay for the project on 10/30/2014; and no response was received from Boston Preservation Alliance; and

WHEREAS, Brighton-Allston Historical Society has been invited to sign this MOA as an invited signatory due to their participation in implementing stipulation 5;

WHEREAS, in accordance with 36 CFR §§ 800.6(a)(1), DND has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specific documentation,

and the ACHP has chosen to participate in the consultation pursuant to 36 CFR §§ 800.6(a)(1)(iii); and

NOW, THEREFORE, DND, the SHPO and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

DND shall ensure that the following measures are carried out:

1. ARCHIVAL PHOTOGRAPHIC DOCUMENTATION

Prior to any rehabilitation, relocation or demolition activities, the Sponsor will ensure that archival photographic documentation of Buildings 3, 4, 5, 6 and 7 is undertaken in accordance with the following requirements:

- (a) Photographic documentation shall include views of all existing exterior elevations, representative interior spaces, and significant features including but not limited to, windows, doors, entrances, and architectural details. At least four context views shall be provided showing each building in relationship to its setting. The photographic documentation will consist of digital photographs captured and printed according to the Massachusetts Historical Commission's Photographic Documentation Technical Requirements for Digital Images (Appendix A). Photographs will be identified on a photograph description sheet and keyed to a building site plan and interior layout plans.

The SHPO will be afforded the opportunity to review and comment on the draft photographic documentation. The SHPO will have fourteen (14) days to review and comment on the photographic documentation. In the event that the SHPO does not provide comments within 14 days, the photographic documentation as submitted shall be deemed acceptable to the SHPO.

Copies of the photographic documentation will be provided to the Brighton-Allston Historical Society and the SHPO..

2. RETENTION AND REHABILITATION OF BUILDINGS 3 & 5

The Sponsor will retain and rehabilitate Building 3 in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (the Standards). Building 3 will be rehabilitated to directly serve as amenity and program space in conjunction with the veterans housing use. Building 5 will continue to serve as its existing clinical use in its existing location, with no significant renovations planned at this time. To the extent that any rehabilitation of Building 5 is undertaken in the future, it will be done in accordance with the Secretary of the Interior's Standards for Rehabilitation of Historic Properties.

The SHPO will be afforded the opportunity to review and comment on the rehabilitation plans of Building 3 at the schematic, 50% design development and 100% construction document phases. The SHPO will have fourteen (14) days to review and comment on

the plans. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO.

3. RELOCATION OF OTHER BUILDINGS
A) RELOCATION AND REUSE OF BUILDING 6

In response to MHC's request, the Sponsor has researched, identified and agreed to a new location for Building 6 on the main campus of Brighton Marine Health Center. Please refer to Appendix B Site Plan dated January 29, 2016 for the location. The costs of relocation and securing will be borne by the Sponsor as part of the housing project's financing. The building will be relocated per the National Park Service's guidelines for moving historic buildings (attached hereto as Appendix C), and shall be relocated by a moving company with demonstrated experience moving historic buildings. The building will be rehabilitated for future use by Brighton Marine Health Center in accordance with the Secretary of the Interior's Standards for Rehabilitation of Historic Properties. The SHPO will be afforded the opportunity to review and comment on the future rehabilitation plans of Building 6 at the schematic, 50% design development and 100% construction document phases. The SHPO will have fourteen (14) days to review and comment on the plans. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO. The future use of the building will be to further serve the ongoing operations of Brighton Marine Health Center, with potential programming related to veteran services, and/or for Brighton Community use.

B) POTENTIAL RELOCATION AND REUSE OF BUILDINGS 4 & 7:

The Sponsor will advertise Buildings 4 & 7 for sale for \$1.00 to the private sector for relocation for a period of 120 days, provided the buildings are to be timely relocated off-site at the expense of the buyer. Any required permitting and approvals related to relocation process will be the responsibility of the buyer. Advertisements will include outreach to potential interested parties as identified and provided by the SHPO in a written outreach & marketing plan. The marketing plan will include an information package about the buildings, including but not limited to: photographs of the buildings and its grounds, a parcel map, and information on the buildings' historical significance; a distribution list of potential purchasers or transferees (provided by SHPO and Sponsor); an advertising plan and schedule; and a schedule for receiving and reviewing offers. The SHPO will be afforded the opportunity to review and comment on the draft marketing plan. The SHPO will have fourteen (14) days to review and comment on the plan. In the event that the SHPO does not provide comments within 14 days, the plan shall be deemed acceptable to the SHPO.

If an interested party in the private sector desires to purchase and relocate the buildings, they will do so per the National Park Service's guidelines for moving historic structures (attached as Appendix C) and the buildings shall be relocated by a moving company with demonstrated experience moving historic buildings. The Sponsor will also contribute the funds equal to an amount which otherwise would have been utilized for demolition of these two structures in order to help defray the costs of relocation by a potential buyer. If following the advertising process outlined above, the relocation of Buildings 4 & 7 cannot be achieved and the two buildings are to be demolished, the Sponsor shall evaluate options for salvage and reuse of architectural elements of Buildings 4 & 7 detailed below in Stipulation 4.

The SHPO will be afforded the opportunity to review and comment on the relocation plans as proposed by the buyer, if applicable, for Buildings 4 and 7. The SHPO will have fourteen (14) days to review and comment on the relocation plans. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO.

4. SALVAGE AND REUSE OF ARCHITECTURAL ELEMENTS

In the event that no interested parties are identified for Buildings 4 and 7 per Stipulation 3, the Sponsor may proceed with demolition of Buildings 4 and 7. If demolition is proposed the Sponsor will assess if architectural details and/or a portion of the materials exist that are of high historic value and which could be salvaged and potentially reused in the rehabilitation of Building 3 as part of the proposed project. These materials may also be stored on site for possible future reuse as replacement stock material in the potential future rehabilitation of Building 6.

The SHPO will be afforded the opportunity to review and comment on any potential salvage and reuse plan. The SHPO will have fourteen (14) days to review and comment on the salvage and reuse plan. In the event that the SHPO does not provide comments within 14 days, the plans shall be deemed acceptable to the SHPO.

5. INTERPRETIVE EXHIBIT

The Sponsor shall develop an interpretive exhibit highlighting the history of the Brighton Marine Health Center property, historically known as United State Public Health Services Hospital. The exhibit which will include historic photographs and a narrative shall be displayed in a publically accessible location within the Brighton Marine Health Center. The content of the interpretive exhibit will be developed in conjunction with Brighton-Alston Historical Society and the Sponsor will consult with the U.S. Department of Veterans Affairs, Veterans Health Administration Historian in the preparation of the content for the interpretive exhibit. The SHPO will be afforded the opportunity to review and comment on the proposed interpretative exhibit. The SHPO will have fourteen (14) days to review and comment on the proposed interpretative exhibit. In the event that the SHPO does not provide comments within 14 days, the interpretative exhibit shall be deemed acceptable to the SHPO.

6. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, DND may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 9 below.

7. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, DND shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in DND's efforts to carry out the terms of this MOA.

8. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, DND shall consult with such party to resolve the objection. If DND determines that such objection cannot be resolved in a timely manner, DND will:

- (a) Forward all documentation relevant to the dispute, including DND's proposed resolution, to the ACHP. The ACHP shall provide DND with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, DND shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. DND will then proceed according to its final decision.
- (b) If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, DND may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DND shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- (c) DND's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

9. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

10. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per the Amendments section above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA for just cause solely related to the stipulations contained herein upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, DND must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. DND shall notify the signatories as to the course of action it will pursue.

11. EFFECT OF MOA

Execution of this MOA by DND, the SHPO and the ACHP, and implementation of its terms evidence that DND has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT

By: 
Sheila Dillon, Chief & Director


Date: 5/18/16

MASSACHUSETTS HISTORICAL COMMISSION

By: 
Brona Simon, State Historic Preservation Officer

Date: 6/30/16


ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: 
(Name, title)

Date: 7/12/16

INVITED SIGNATORIES

BRIGHTON MARINE HOUSING LIMITED PARTNERSHIP

By: 
Michael P. Dwyer, President

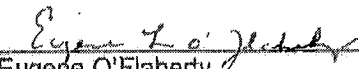
Date: 5.19.16

BRIGHTON-ALLSTON HISTORICAL SOCIETY

By: 
Linda Mishkin, President

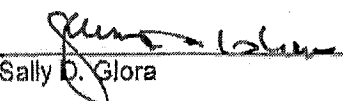
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CITY OF BOSTON CORPORATION COUNSEL

By: 
Eugene O'Flaherty

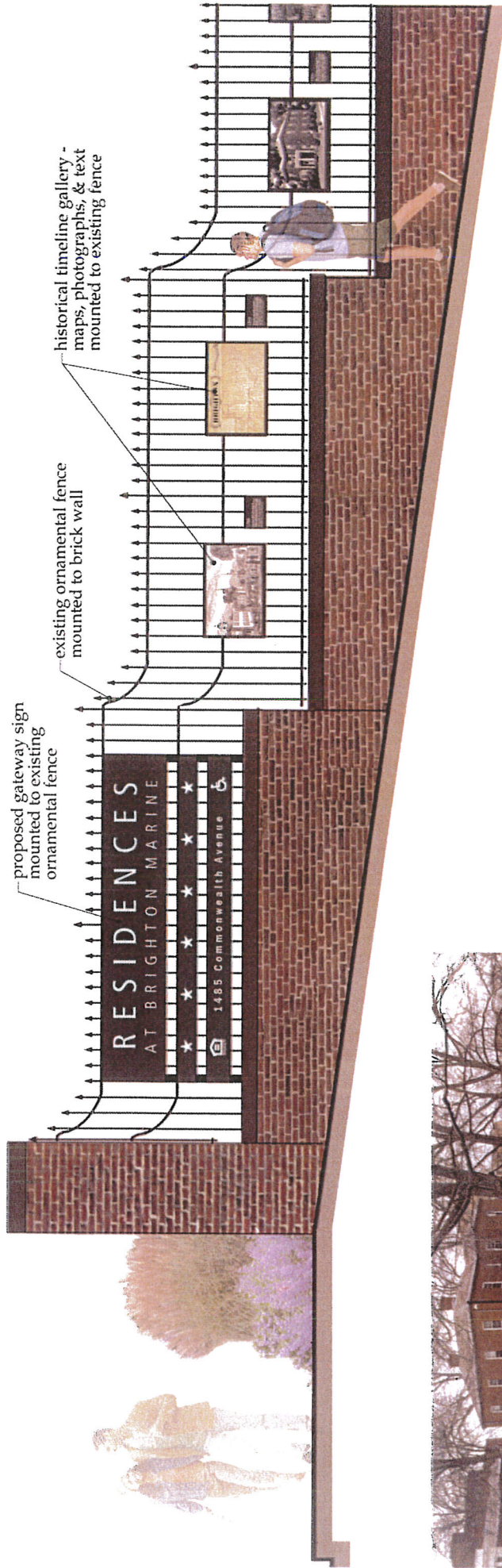
Date: 6-1-2016

CITY OF BOSTON CITY AUDITOR

By: 
Sally D. Glora

Date: 4/6/16

EXHIBIT B



historical timeline gallery along entire fence section on Commonwealth Avenue



HISTORICAL TIMELINE GALLERY ALONG COMMONWEALTH AVENUE

BRIGHTON MARINE VETERAN'S MIXED INCOME HOUSING - HISTORICAL DISPLAY
 BRIGHTON, MASSACHUSETTS APRIL 2016



A. T. LEONARD & ASSOCIATES
 SHAPING LANDSCAPES FOR LIVING AND LEARNING

FIGURES

1 - 10



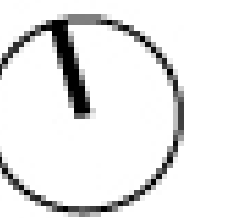
EPNF
July 2014

Lot Area: 67,536 SF

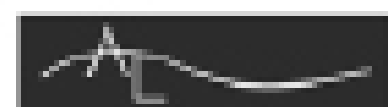


Current Design
June 17, 2016

Lot Area: 62,747 SF



LANDSCAPE ARCHITECT:



A. T. LEONARD & ASSOCIATES
SHAPING LANDSCAPES FOR LIVING AND LEARNING



Figure 2

LANDSCAPE ARCHITECT:
A. T. LEONARD & ASSOCIATES
 SHAPING LANDSCAPES FOR LIVING AND LEARNING

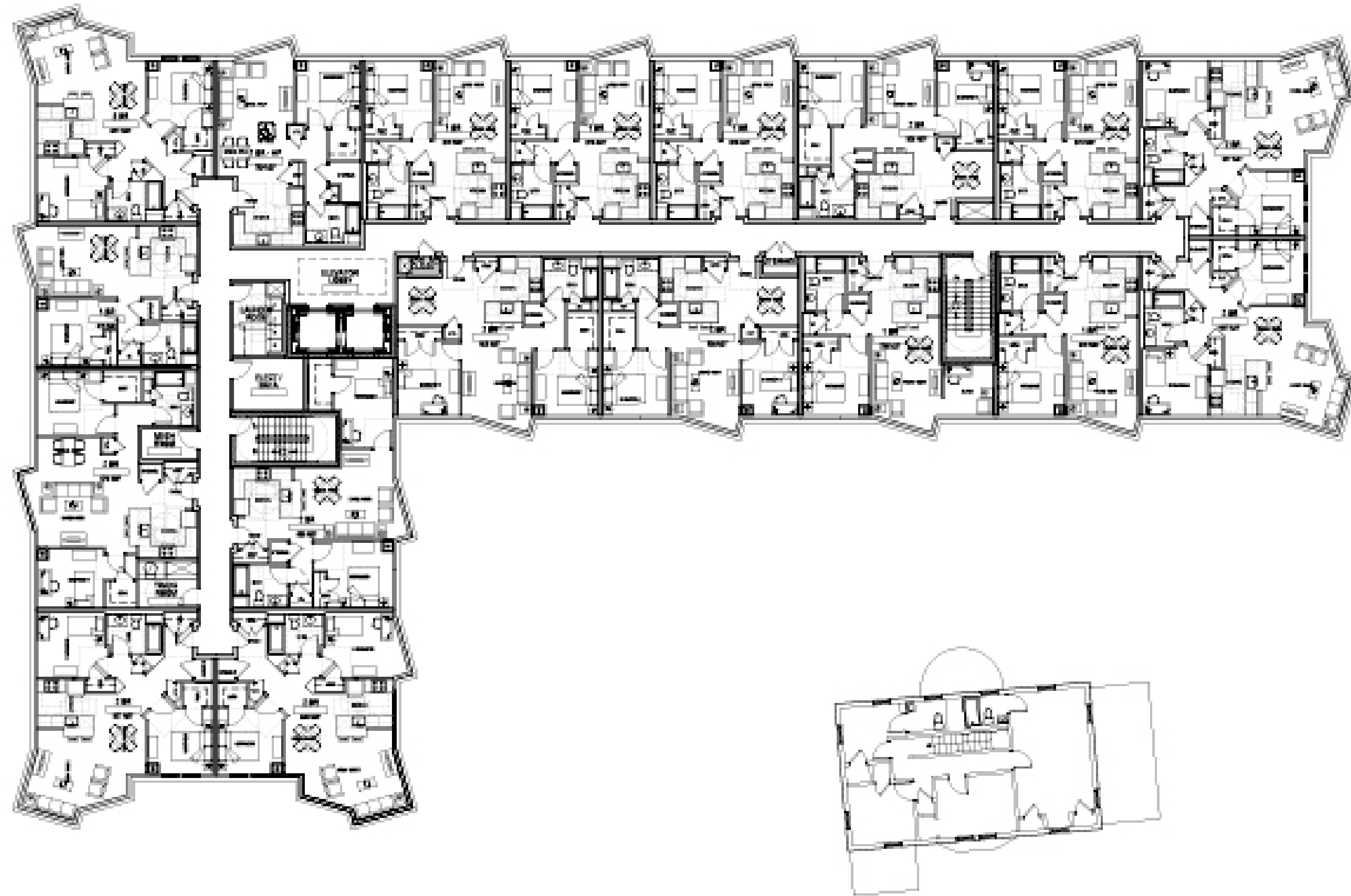


EPNF
July 2014

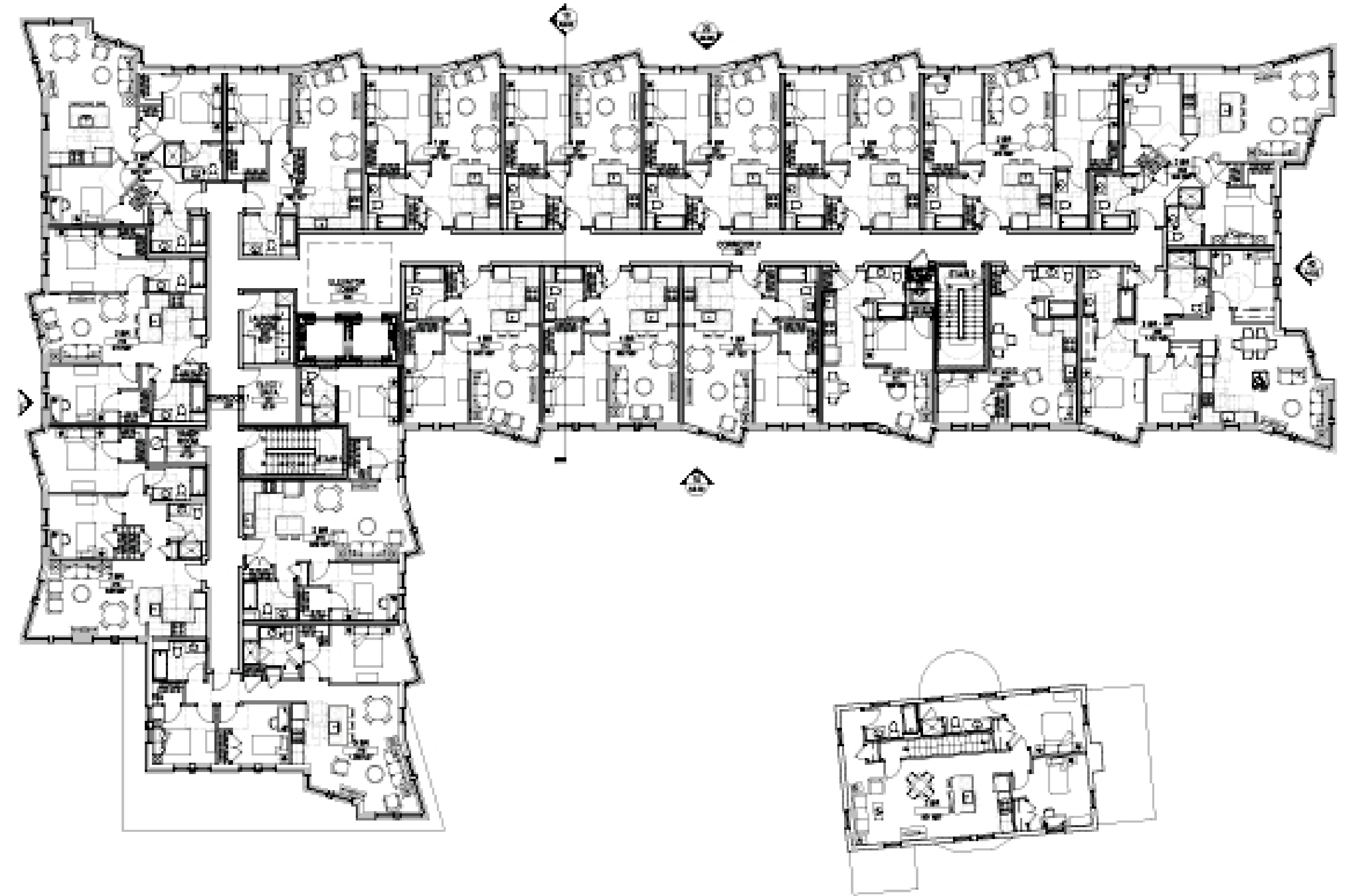


Current Design
June 17, 2016

Figure 3

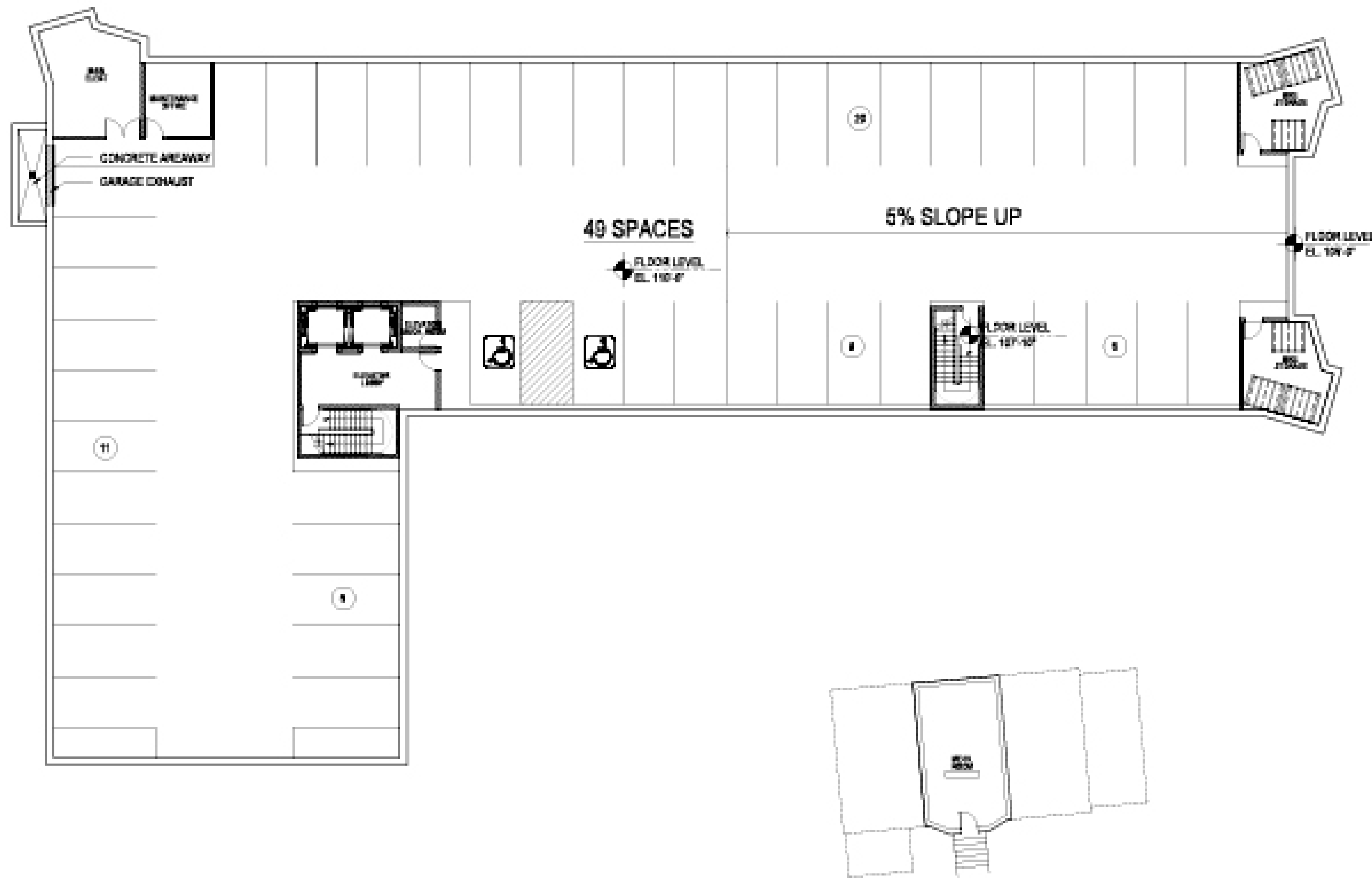


EPNF
July 2014

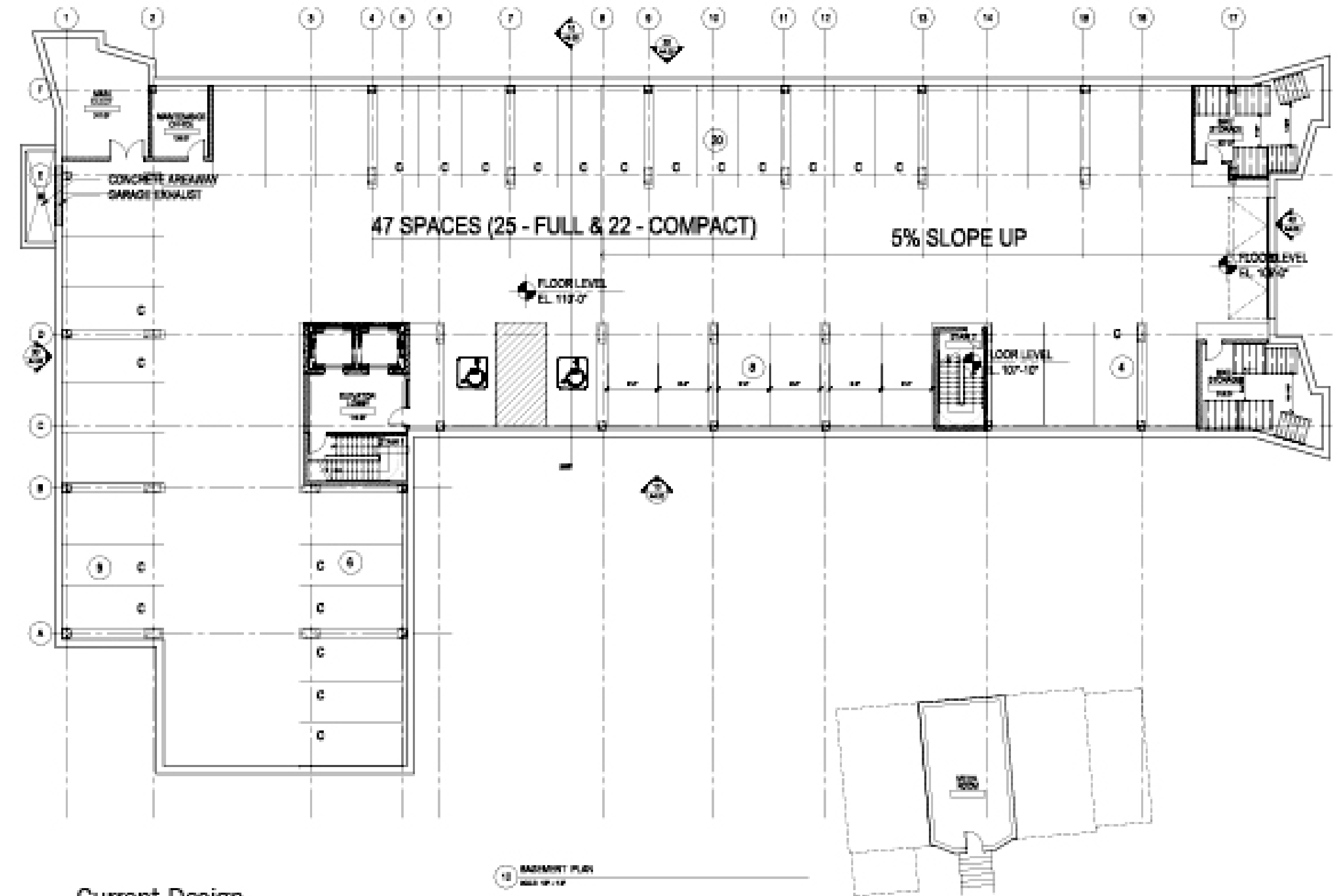


Current Design
June 17, 2016

Figure 4



EPNF
July 2014



Current Design
June 17, 2016

Figure 5



EPNF
July 2014



Current Design
June 17, 2016

Figure 6



Figure 7

Brighton Marine Mixed Income Veteran's Housing
Boston, MA

Current Design

June 17, 2016

OWNER : Brighton Marine Health Center Inc.

ARCHITECT : The Architectural Team

tat | the architectural team



EPNF - North Elevation
July 2014



Current Design - North Elevation
June 17, 2016



EPNF - East Elevation
July 2014



Current Design - East Elevation
June 17, 2016

Figure 8



EPNF - West Elevation
July 2014



Current Design - West Elevation
June 17, 2016



EPNF - South Elevation
July 2014



Current Design - South Elevation
June 17, 2016

Figure 9



Figure 10

LANDSCAPE ARCHITECT:
 **A. T. LEONARD & ASSOCIATES**
 SHARPING LANDSCAPES FOR LIVING AND LEARNING