

**COOPERATION AGREEMENT  
FOR  
40 ENTERPRISE STREET, DORCHESTER**

This **COOPERATION AGREEMENT** (this "**Agreement**") is made as of this <sup>16</sup> day of ~~September~~ <sup>October</sup>, 2017, by and between the **BOSTON REDEVELOPMENT AUTHORITY**, a public body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, and acting in its capacity as the planning board for the City of Boston pursuant to Chapter 652 of the Acts of 1960, as amended, d/b/a the **BOSTON PLANNING & DEVELOPMENT AGENCY**, and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (the "BRA" or "**BPDA**"), and the **TRUSTEES OF PIPEFITTERS LOCAL UNION NO. 537 EDUCATION TRUST FUND** having an address of 40 Enterprise Street, Dorchester, Massachusetts 02125 (the "**Applicant**"). The BPDA and the Applicant, collectively, are sometimes referred to herein as the "**Parties**."

**RECITALS**

WHEREAS, the Applicant proposes to construct a four (4) level, approximately sixty-five (65) foot high, approximately 70,000 square-foot training, educational, assembly, and office facility and two (2) surface parking lots accommodating approximately one hundred seventeen (117) off-street vehicles (the "**Project**") at 40 Enterprise Street in Dorchester (the "**Site**"). The Site contains approximately 73,240 square feet of land and is bounded by Enterprise Street and the South Bay mixed-use development to the northeast, Boston Street to the south, and commercial buildings and surface parking lots to the west. A Project Site Map and Design Concept Plans are attached hereto as **Exhibit A**; and

WHEREAS, pursuant to Section 80B-5.3(c) of the Boston Zoning Code (the "**Code**") a scoping session was held on June 20, 2017, with the City's public agencies during which the Proposed Project described in the Applicant's Project Notification Form filed on May 31, 2017, was reviewed and discussed; and

WHEREAS, on July 13, 2017, pursuant to Code Section 80B-5.3(d), the BPDA authorized the issuance of a Scoping Determination Waiving Further Review of the Project. A copy of the BPDA Board Memorandum is attached hereto as **Exhibit B**; and

WHEREAS, on July 20, 2017, the Director of the BPDA issued the Scoping Determination Waiving Further Review (the "**Scoping Determination**") which, pursuant to Article 80 of the Code, became final on August 8, 2017. A copy of the Scoping Determination is attached hereto as **Exhibit C**; and

WHEREAS, the BPDA and the Applicant have agreed to enter into this Agreement for the purposes of (1) setting forth the mitigation agreements of the Applicant with respect to the construction and operation of the Project; and (2) ensuring compliance of the Project with the provisions of Article 80 of the Code.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the BPDA and the Applicant hereby agree as follows:

### **A. DEVELOPMENT REVIEW**

1. The BPDA has completed its development review of the Project in accordance with Article 80 of the Code, subject to continuing design review by BPDA staff. The Applicant and the BPDA hereby acknowledge that the Director of the BPDA issued the Scoping Determination waiving the requirement of further review on July 20, 2017.

2. The design review process required for the Project and to be observed by the Parties shall be as set forth in the BPDA's "Development Review Guidelines, dated 2006," available on the BPDA's website at <http://www.bostonplans.org> (the "Development Review Guidelines") and Article 80 of the Code. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Guidelines.

3. Following approval of the contract documents for the Project by the BPDA, the Applicant will not make any changes from approved drawings if such changes involve modifications to the exterior or to interior lobbies that can be viewed from exterior of the Project until the modification has been approved by the BPDA. Such changes shall be processed in the manner provided in the following sections.

4. Throughout the construction of the Project, it is the Applicant's responsibility to notify the BPDA of proposed changes to portions of the public lobbies visible from the exterior of the Project, open spaces, landscaping, and exterior features of the building, where the same constitute material changes from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions) ("Material Changes"), and to obtain approval from the BPDA prior to incorporating such Material Changes into the final drawings and specifications for the Project. The BPDA shall perform its review and approval and other functions pursuant to the provisions of this Agreement with reasonable dispatch, and shall approve or disapprove any such proposed Material Change in writing within twenty (20) business days of its submission to the BPDA. If the BPDA disapproves any such Material Changes, its disapproval shall include a written explanation thereof. If the Applicant receives no notification from the BPDA of disapproval within twenty (20) business days after the submission of any such proposed Material Change to the BPDA, such changes shall be deemed approved; provided, however, that any written request for approval of a change shall be in conformance with the provisions of Paragraphs A.2 and D.5 of this Agreement. Notwithstanding the foregoing, the BPDA's approval shall not be required for changes that will not be visible from the exterior of the building, including changes to the portions of the public lobbies that are not visible from the exterior of the building.

### **B. MITIGATION MEASURES**

1. Construction Mitigation. Prior to the issuance of a building permit for any portion of the Project, the Applicant shall submit to the City of Boston Transportation Department

(“**BTD**”) a Traffic Construction Management Plan (“**CMP**”) for the Project in accordance with the City’s Construction Management Program. The **CMP** shall identify construction parking and traffic impacts and specific mitigation measures to be implemented during the construction of the Project that are reasonably satisfactory to the BTD and the Applicant. Upon the execution of the **CMP**, the Applicants shall submit to the BPDA a true, complete and correct copy of the fully executed **CMP**.

2. Transportation. Prior to the issuance of a building permit for any portion of the Project, the Applicant shall enter into a Transportation Access Plan Agreement (“**TAPA**”) for the Project with the BTD reasonably satisfactory in form and substance to BTD and the Applicant. Upon the execution of the **TAPA**, the Applicant shall submit to the BPDA a true, complete, and correct copy of the fully executed **TAPA**.

3. Construction Employment. Prior to the issuance of a building permit for any portion of the Project, the Applicant shall execute and deliver to the BPDA a Boston Residents Construction Employment Plan (the “**Employment Plan**”), in a form acceptable to the BPDA, consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor’s Executive Order Extending the Boston Residents Jobs Policy dated July 12, 1985, and as further amended by Ordinance adopted by the Boston City Council on January 25, 2017. The Employment Plan will set forth the Applicant’s plans to use Best Efforts (as defined in Chapter 12 of the Ordinances of 1986, as amended) to ensure that its general contractor, and those engaged by said general contractor for construction of the Project on a trade-by-trade basis, meet the following Boston Residents Jobs Policy Standards:

- (a) at least 51% of the total work hours of journey people and 51% of the total work hours of apprentices in each trade shall be by bona-fide Boston residents;
- (b) at least 40% of the total work hours of journey people and 40% of the total work hours of apprentices in each trade shall be by people of color; and
- (c) at least 12% of the total work hours of journey people and 12% of the total work hours of apprentices in each trade shall be by women.

4. Green Buildings/Article 37. The Applicant shall continue to work with BPDA staff and the Interagency Green Building Committee (“**IGBC**”) to ensure that the Project is planned, designed, constructed, and managed to minimize adverse environmental impacts, conserve natural resources, and promote sustainability. Accordingly, the Applicant has designed the Project to be LEED certifiable.

Prior to the issuance by the City of Boston Inspectional Services Department (“**ISD**”) of a full building permit for the Project, the Applicant shall submit the Design Green Building Report, LEED Checklist, Design Affidavit, Climate Change Preparedness and Resiliency Checklist, and Energy Model to the IGBC and BPDA Project Manager, as required by the Boston Green Building Regulations, Article 80B and Article 37 of the Code, and the Climate Change Preparedness and Resiliency Review Procedures and Submittal Requirements. The fulfillment of

these requirements may be considered by the BPDA in connection with ISD's issuance of the building permit.

5. Community Contributions. The Applicant shall make the following community contributions:

- (a) The Applicant shall make a twenty thousand dollar (\$20,000) contribution to the BPDA within sixty (60) days of issuance of the building permit for the Project. These funds will then be distributed by the BPDA to the Dorchester Historical Society to be used for property repairs, with a portion of the funding to be used to commemorate Dorchester's rich labor history.
- (b) The Applicant shall make a five thousand dollar (\$5,000) contribution to the BPDA within sixty (60) days of issuance of the building permit for the Project. These funds will then be distributed by the BPDA to support landscaping and maintenance services for Paul's Park and Sharon's Park in Dorchester.

6. Community Benefits. The Applicant shall provide the following community benefits:

- (a) The Applicant shall install one (1) BTD-connected traffic camera in the neighborhood to monitor real time traffic conditions, if so desired by the BTD. The location of this camera will be determined through consultation with BTD Engineering and Planning staff.
- (b) The Applicant shall install three (3) Boston Police Department ("**BPD**") monitored security cameras in and around the Project Site to deter crime and other illicit activities in the area. The Applicant shall consult with BPD and LAN-TEL Communications (BPD partner/vendor) to determine the appropriate location(s), equipment, and installation.
- (c) The Applicant shall make the auditorium within the Project available free of charge from time to time as a community gathering space to local non-profit organizations, area civic associations, and other area resident groups for meetings and/or neighborhood presentations.
- (d) The Applicant shall donate up to four (4) trash barrels for installation on Boston Street at specific locations to be finalized through consultation with the City of Boston. Maintenance of the barrels shall be the responsibility of the City of Boston.

7. Boston Employment and Career Assistance. The Applicant agrees to meet with the City's Office of Workforce Development to discuss procedures by which certain job

openings at the Project can be made known to Boston residents through the City's employment centers, and agrees to encourage its tenants at the Project to do the same.

8. Maintenance and Operation of Improvements. The Applicant shall, at all times, keep the improvements constructed on the Site in good and safe condition and repair; and the occupancy, maintenance, and operation of such improvements shall at all times comply with all laws, ordinances, codes and regulations applicable thereto.

### C. PROJECT CHANGES AND PROJECT COMPLETION

1. Development Period. The Applicant anticipates commencing construction of the Project in the third quarter of 2017, with substantial completion of the Project planned in the third quarter of 2018.

2. Abandonment of Project. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the Project, then in such case, and after substantiation by the Applicant of the reasons for not being able to proceed that is deemed reasonably adequate by the BPDA, the BPDA shall cooperate with the Applicant, at no cost or expense to the BPDA, to modify, alter, or amend its previous approval, and this Agreement, in order to allow the Applicant the opportunity to reasonably develop the Site.

3. BPDA Cooperation. Throughout the permitting phase of the Project, the BPDA shall, at the Applicant's request, meet with the Applicant to discuss the status of the Applicant's efforts to obtain from the appropriate municipal, state, and federal bodies and agencies all permits, licenses, exceptions, conditional use permits, variances, special orders, and any other forms of discretionary approvals or relief or deviations from the strict application of the zoning and building codes and other applicable ordinances and statutes that may be necessary or appropriate in order to carry out the development of the Project in the most expeditious and reasonable manner. The BPDA shall cooperate with the Applicant, at no cost or expense to the BPDA, to obtain any such approvals, relief, or deviations required for the Project, provided however that all such efforts are generally consistent with the contract documents approved by the BPDA in accordance with the Development Review Guidelines (the "Contract Documents").

4. Certificate of Completion/Occupancy. The Project shall be deemed completed when construction has been substantially completed in accordance with the Contract Documents and is ready for occupancy, except for: (i) interior work to be performed to tenant or other occupant specifications; (ii) items of work and adjustment of equipment and fixtures that can be completed after occupancy has occurred, *i.e.*, so-called "punch list items"; and (iii) landscape, streetscape, or other similar work that cannot then be completed because of climatic conditions or other reasons beyond the reasonable control of the Applicant, as may reasonably be determined by the BPDA.

Upon substantial completion of the Project as aforesaid, the BPDA shall issue to the Applicant a Certificate of Completion, which shall be in a form suitable for recording in the Registry of Deeds for Suffolk County, Massachusetts (the "Registry of Deeds"), and shall be

conclusive evidence that the Project has been completed in compliance with the Scoping Determination, the Contract Documents, and this Agreement (which term shall be construed in connection with the issuance of a Certificate of Completion or a Statement of Non-Completion to incorporate all agreements herein referenced), and that all obligations to the BPDA thereunder have been fulfilled (except any obligation hereunder which by its terms survives the completion of construction of the Project, which obligation when cited in the Project Certificate of Completion shall survive the issuance of the Project Certificate of Completion). Notwithstanding the provisions of this Agreement, the BPDA shall have no obligation to issue a Certificate of Completion if there is any outstanding material default under this Agreement.

The BPDA shall, within forty (40) days after receipt of the Applicant's written request therefor, either: (a) issue a Certificate of Completion for the Project to the Applicant and to any mortgagee of the Project, or (b) provide written notice to the Applicant that the BPDA has determined that the Project has not been completed in accordance with the Article 80 submissions approved by the BPDA (a "**Non-Completion Statement**").

If the BPDA determines that the requested Certificate of Completion cannot be issued, the BPDA shall, within such forty day (40) period, provide the Applicant with a Non-Completion Statement indicating with specificity (a) in what respect the Applicant has failed to complete the Project in accordance with the Scoping Determination, the Contract Documents, or this Agreement; and (b) what measures or actions will be necessary for the Applicant to undertake or perform in order to obtain such Certificate of Completion. Upon compliance by the Applicant with the requirements specified in the Non-Completion Statement with respect to the Project, the BPDA shall issue the Certificate of Completion to the Applicant.

If the BPDA shall refuse or fail to provide either a Project Certificate of Completion or a Non-Completion Statement to the Applicant or any such mortgagee within forty (40) days of a request for a Project Certificate of Completion, then the Project Certificate of Completion requested shall be deemed to have been issued; provided, however, that any transmittal of any request for the issuance of a Project Certificate of Completion shall recite that approval by the BPDA is due within forty (40) days of receipt in conformance with Section D.5 of this Agreement or said Project Certificate of Completion shall be deemed to have been issued. The Applicant and any such mortgagee may record an affidavit with said Registry of Deeds, which affidavit shall attest to the adequacy of notice to the BPDA, the elapse of forty (40) days without response, and the completion of the Project in compliance with the Scoping Determination, the Contract Documents, and this Agreement. Such affidavit shall be conclusive evidence as to the facts stated therein and as to the substantial completion of the Project in compliance with the Scoping Determination, the Contract Documents, and this Agreement. Notwithstanding the provisions of this Agreement, the BPDA shall have no obligation to issue a Certificate of Completion if there is any outstanding material default under this Agreement, the CMP, or the TAPA.

5. Completion Escrow or Guarantee. In the event that the construction of the Project shall have been substantially completed so as to warrant the issuance of a Certificate of Completion in accordance with this Section, except for items listed in clause (iii) in Paragraph 4 of this Section C, or for other reasons beyond the reasonable control of the Applicant as may

reasonably be determined by the BPDA, then, at the option of the Applicant, upon forty (40) days' written notice to the BPDA, either (i) an escrow shall be established pursuant to the provisions of this Section (a "**BPDA Completion Escrow**"), or (ii) the Applicant shall obtain for the BPDA at the Applicant's sole cost and expense a surety or performance bond or completion guarantee in a form satisfactory to the BPDA (in an amount that, in the reasonable opinion of the BPDA, would be sufficient to cover the cost of completion) guaranteeing the completion of such aspects of the work, and the BPDA shall forthwith issue a Project Certificate of Completion for the Project.

If a BPDA Completion Escrow is established for the completion of any such incomplete work, then the Applicant shall deposit with the BPDA, or, if required by any mortgagee, with the holder of the first mortgage on the Site, pursuant to an escrow or holdback agreement approved by the BPDA in its reasonable discretion, as security for the completion of said items, an amount that, in the reasonable opinion of the BPDA, would cover the cost of such completion. Said deposit, if deposited with the BPDA, shall be in the form of a certified or bank check, treasury bills, or other security reasonably satisfactory to the BPDA, and shall be deposited simultaneously with the issuance of the Certificate of Completion.

Upon the completion of any items of work for which the BPDA Completion Escrow was established, the portion of the escrow fund designated for such item of work shall be paid over to the Applicant forthwith, or, if such work is not so completed to the satisfaction of the BPDA within a reasonable time after the issuance of such Project Certificate of Completion, and in any event within one (1) year of such issuance, then the BPDA may apply such deposit to the completion of said work.

#### **D. GENERAL PROVISIONS**

1. **Binding Agreement.** This Agreement is binding upon and enforceable against, and inures to the benefit of, the Parties and their successors and assigns (including, without limitation, any successor owner or owners of the improvements on the Site or any part thereof, but excluding mortgagees of the Project or those claiming through mortgagees of the Project, unless said mortgagee obtains title to the Site and proceeds with development of the Project), and no person or persons shall be authorized to undertake any action to enforce any provision hereof without the prior written consent of the Parties.

2. **Transfer of Interest.** The Applicant shall have the right to transfer or assign its rights and interests in all or a portion of the Project and under this Agreement, provided that:

- (e) at the time of such transfer or assignment, the Applicant is not then in material default beyond applicable notice and cure periods of the terms and conditions of this Agreement imposed as of such date;
- (f) the successor or assignee shall expressly assume and agree to perform and comply with all of the covenants and agreements of this Agreement to be performed by the Applicant (unless notwithstanding a transfer or assignment of the Applicant's rights and interest in a portion of the

Project, such covenants and agreements are to remain those of the Applicant); and

- (c) the Applicant shall deliver to the BPDA promptly after such transfer or assignment (i) a copy of the instrument or instruments evidencing any such assignment to and assumption by the successor or assignee; and (ii) a Disclosure of Beneficial Interests Statement for the successor or assignee in the form required by Section 80B-8 of the Code.

Notwithstanding the foregoing, the provisions of this Section shall not be applicable to any financing or refinancing of all or any portion of the Project.

3. Liability.

- (a) The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) arising under this Agreement shall be limited solely to the interests of the Applicant in the Project and the Site, and no partner, member, manager, venturer, trustee, beneficiary, shareholder, officer, director, employee, agent, or the like of the Applicant or its successors or assigns, or any person or entity directly or indirectly holding any interests in any of the foregoing from time to time, or any such person's or entity's separate assets or property, shall have or be subject to any personal or individual liability with respect to any obligation or liability hereunder, nor shall any person or entity be answerable or liable hereunder in any equitable proceeding or order beyond the extent of its interest in the applicable portion of the Project or Site. No holder of a mortgage on the Project or the Site shall be liable to perform, or be liable in damages for failure to perform, any of the obligations of the Applicant hereunder unless said mortgagee obtains title to the Site or the Project and proceeds with development of the Project.
- (b) Nothing in this Agreement shall be construed as an undertaking by the Applicant to construct or complete the Project. If and to the extent the Project is undertaken, the sole obligation of the Applicant will be to adhere to such provisions of the Article 80 Submissions as are specifically related to the Project.

4. Notices. All notices and other communications required or permitted under this Agreement must be in writing, signed by a duly authorized officer or representative of the BPDA or the Applicant, as the case may be, and shall be (i) hand delivered, (ii) delivered by nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:



BPDA: Boston Planning and Development Agency  
One City Hall Square, 9th Floor  
Boston, Massachusetts 02201-1007  
Attention: Director

with a copy to: Boston Planning and Development Agency  
One City Hall Square, 9th Floor  
Boston, Massachusetts 02201-1007  
Attention: General Counsel

Applicant: Trustees of Pipefitters Local Union No. 537 Education  
Trust Fund  
40 Enterprise Street  
Dorchester, Massachusetts 02125

with a copy to: Donald W. Wiest, Esq.  
Dain, Torpy, Le Ray, Wiest & Garner, P.C.  
745 Atlantic Avenue, 5th Floor  
Boston, MA 02111

Any such notice shall be deemed to have been given on the date received or refused during normal business hours.

5. BPDA Approval. Whenever the consent or approval of the BPDA is required hereunder, under the Development Review Guidelines, or otherwise in connection with the development of the Project, such consent or approval shall not be unreasonably withheld, delayed, or conditioned, nor shall it be made contingent upon, or structured so as to require, directly or indirectly, the payment of any fee or charge by the Applicant or any other interested party. Wherever there is a requirement that any thing, act, or circumstance shall be satisfactory to the BPDA or shall be done and performed to the BPDA's satisfaction or there is any other requirement of similar import, the standards of reasonableness and customary practice shall be used in determining the adequacy and sufficiency of the Applicant's performance.

Any request for approvals made to the BPDA by the Applicant where such approvals shall be deemed granted after a period of non-reply by the BPDA shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

**"NOTICE**  
**THIS REQUEST FOR APPROVAL REQUIRES A PROMPT RESPONSE FROM**  
**THE BOSTON PLANNING & DEVELOPMENT AGENCY. THE FAILURE**  
**TO RESPOND WITHIN \_\_\_\_\_ BUSINESS DAYS SHALL RESULT**  
**IN AN AUTOMATIC APPROVAL."**

6. Certificate of Status of Agreement. The BPDA shall, within twenty (20) business days after a written request therefor by the Applicant or any mortgagee of the Project or any

portion thereof, provide a certificate in writing (an “**Estoppel Certificate**”), as requested or as applicable, that this Agreement or any particular section hereof specified by the requesting party is in full force and effect and unmodified, or in what respects this Agreement is no longer in force or effect or has been modified, that the Applicant is in compliance with this Agreement or any particular section hereof specified by the requesting party, or in what respects there is noncompliance, or as to any other matter reasonably related to the Project or this Agreement that the requesting party may reasonably request of the BPDA.

7. Authority of Director of BPDA. The BPDA has authorized the Director of the BPDA to take any action hereunder or in connection with the Project on behalf of the BPDA (including, without limitation, the granting of consents or approvals and the execution and delivery of certificates and agreements hereunder or under the Development Review Process and the issuance of a Certification of Compliance pursuant to Article 80 of the Code), and any action so taken shall be binding upon the BPDA.

8. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be determined to be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

9. Governing Law; Integrated Agreement. This Agreement, which sets forth the entire agreement between the parties, shall be governed and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.

10. Amendments. This Agreement may be amended only by a written instrument signed by the Parties.

11. Business Days. As used herein, the term “business day” shall mean any day other than a Saturday, Sunday or legal holiday in Suffolk County, Commonwealth of Massachusetts.

12. Term. Unless earlier terminated pursuant to any provisions hereof, this Agreement shall expire ten (10) years after the issuance of the final Certificate of Occupancy for the Project, and the provisions herein shall be void and null as of such date of expiration, subject to specific time periods set forth herein with regard to specific provisions hereof.

13. Execution in Counterparts/Multiple Originals. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together, shall constitute but one and the same instrument. The parties have agreed to execute multiple original copies of this Agreement.

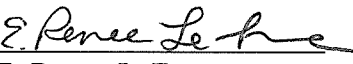

14. Enforcement. It is the intention of the parties that the provisions of this Agreement may be enforced only by the parties hereto, and that no other person or persons shall be authorized to undertake any action to enforce any provisions hereof without the prior written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.


BOSTON REDEVELOPMENT AUTHORITY  
d/b/a BOSTON PLANNING AND  
DEVELOPMENT AGENCY

By:   
Brian P. Golden, Director

Approved as to Form:

By:   
E. Renee LeFevre  
General Counsel 

TRUSTEES OF PIPEFITTERS LOCAL UNION  
NO. 537 EDUCATION TRUST FUND

By:   
Frank Norton, as Trustee and not individually

By:   
Brian Kelly, as Trustee and not individually

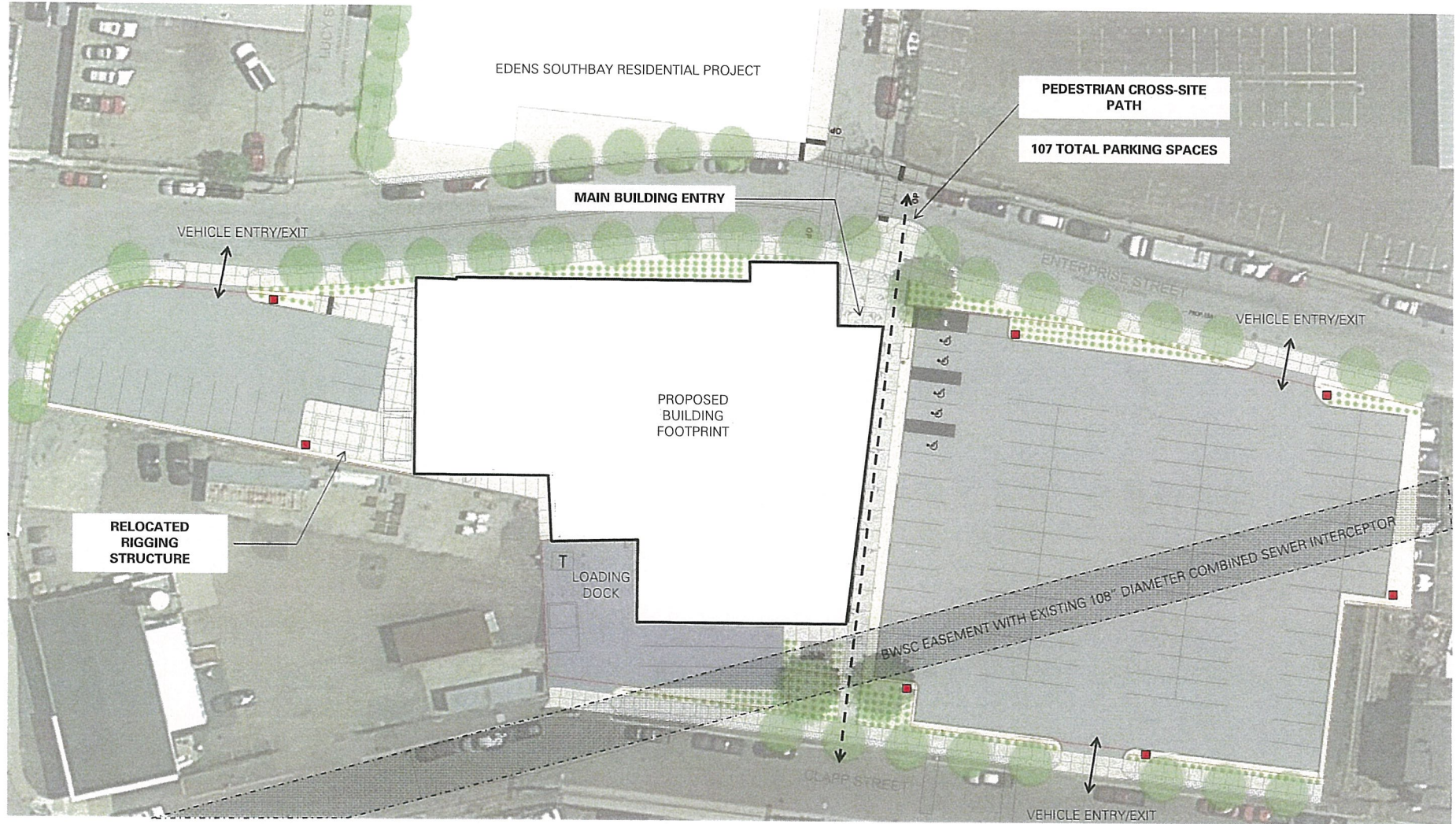
**Exhibits**

- Exhibit A: Project Site Map and Design Concept Plans
- Exhibit B: BPDA Board Memorandum
- Exhibit C: Scoping Determination Waiving Further Review

**Exhibit A**  
**Project Site Map and Design Concept Plans**

[ATTACHED]

# PROPOSED SITE PLAN



# ELEVATIONS



ELEVATION AT ENTERPRISE STREET

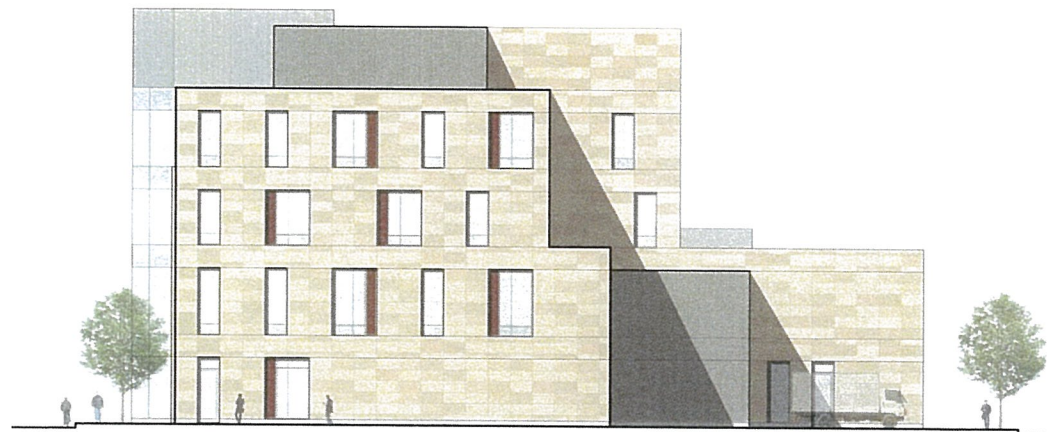


ELEVATION AT SOUTH PARKING LOT

# ELEVATIONS



ELEVATION AT CLAPP STREET



ELEVATION AT NORTH PARKING LOT

# NEIGHBORHOOD PERSPECTIVE



VIEW LOOKING NORTH ON ENTERPRISE STREET



**Exhibit B**  
**BPDA Board Memorandum**

[ATTACHED]

**BOARD APPROVED**

MEMORANDUM

JULY 13, 2017

**TO:** **BOSTON REDEVELOPMENT AUTHORITY**  
**D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY (BPDA)\***  
AND BRIAN P. GOLDEN, DIRECTOR

**FROM:** JONATHAN GREELEY, DIRECTOR OF DEVELOPMENT REVIEW  
MICHAEL CHRISTOPHER, DEPUTY DIRECTOR FOR DEVELOPMENT  
REVIEW/GOVERNMENT AFFAIRS  
RAUL D. DUVERGE, PROJECT MANAGER  
MICHAEL CANNIZZO, SENIOR ARCHITECT/URBAN DESIGNER  
MATTHEW MARTIN, URBAN DESIGNER  
CECILIA NARDI, PLANNER

**SUBJECT:** PIPEFITTERS ASSOCIATION LOCAL 537 TRAINING AND OFFICE FACILITY,  
40 ENTERPRISE STREET, DORCHESTER

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**SUMMARY:** This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director to: (1) issue a Scoping Determination waiving the requirement of further review pursuant to Article 80, Large Project Review of the Boston Zoning Code (the "Code") for the Pipefitters Association Local 537 Training and Office Facility project (the "Proposed Project"); (2) issue a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process; (3) execute and deliver a Cooperation Agreement, a Boston Residents Construction Employment Plan and any and all other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project; and (4) recommend approval to the Zoning Board of Appeal on Petition BOA-721162 for zoning relief necessary to construct the Proposed Project.

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\* Effective October 20, 2016, the BRA commenced doing business as BPDA.

## **PROJECT SITE**

The Proposed Project is located on an approximately 73,240 square foot parcel (1.68 acres) at 40 Enterprise Street in the Dorchester neighborhood of Boston (the "Project Site"). The Project Site is currently occupied by two (2) buildings, one of which is the existing training and office facility for Pipefitters Association Local Union 537 (the "Proponent"). The Project Site is bounded by Enterprise Street and the South Bay mixed-use development to the northeast, Boston Street to the south, and commercial buildings and surface parking lots to the west.

The Project Site is located within a short walking distance of several MBTA bus stops, serviced by multiple bus routes, and is located within a fifteen (15) minute walk (0.7 miles) of MBTA Red Line (Andrew Station) and a seven (7) minute walk (0.3 miles) of MBTA Commuter Rail (Newmarket Station) service.

## **DEVELOPMENT TEAM**

The development team includes:

Proponent/Developer: Pipefitters Association Local Union 537 Education Fund  
Brian P. Kelly

Architect: SGA  
Al Spagnolo, John Sullivan, Matthew Formicola

Landscape Architect: Lemon Brooke  
Christian Lemon

Permitting  
Consultant: Epsilon Associates, Inc.  
Fiona Vardy, Geoff Starsiak

Legal Counsel: Dain, Torpy, Le Ray, Wiest & Garner, P.C.  
Donald Wiest

Transportation  
Consultant: MDM Transportation Consultants, Inc.  
Dan Dumais, Robert Michaud

## **DESCRIPTION AND PROGRAM**

The Proposed Project consists of the demolition of the two (2) existing structures that currently occupy the Project Site (the Proponent's existing training and office facility and a vacant former office building) and the construction of a four (4) level, approximately 70,000 square-foot training and office facility and two (2) surface parking lots that may accommodate approximately one hundred seventeen (117) off-street vehicles to support the Proponent's operations.

The new structure will include training, educational, assembly, and office space for the Proponent and will replace their existing facility on the Project Site. The building will be approximately sixty five (65) feet tall and positioned on the north end of the Project Site in an "L" shaped configuration. A new pedestrian through block connector will be provided on the Project Site, running northeast to southwest aligned with the adjacent West Howell Street extension being constructed as part of the adjacent South Bay development.

## **ARTICLE 80 REVIEW PROCESS**

On March 3, 2017, the Proponent filed a Letter of Intent ("LOI") in accordance with the BPDA's policy regarding Provision of Mitigation by Development Projects in Boston. On March 15, 2017, letters soliciting nominations for the Impact Advisory Group ("IAG") were delivered to local and state elected officials. On April 20, 2017, the IAG was finalized with eight (8) members.

The Proponent filed a Project Notification Form ("PNF") for the Proposed Project on May 31, 2017, which initiated a thirty-day (30) public comment period with a closing date of June 30, 2017. Notice of the receipt of the PNF by the BPDA was published in the Boston Herald on May 31, 2017. The notice and PNF were sent to the City's public agencies/departments and elected officials. Additionally, copies of the PNF were sent to all IAG members.

The BPDA subsequently sponsored and held two (2) IAG meetings on June 8, 2017 and June 28, 2017 and one (1) general public meeting on June 21, 2017 at UA Local 537 Pipefitters Training Center in Dorchester to solicit feedback and review the Proposed Project. The public meeting was advertised in the *Dorchester Reporter and Bay State Banner*.

Pursuant to Section 80B-5.3 of the Code, a Scoping Session was held on June 20, 2017 with the City's public agencies and elected officials to review and discuss the Proposed Project.

In addition to the above mentioned meetings, the Proponent also conducted community outreach and attended a series of meetings before and during the Article 80 review process with their abutters, local elected officials, and the John W. McCormack Civic Association to discuss the Proposed Project and solicit feedback.

## **ZONING**

The Project Site is located in the Dorchester Neighborhood Zoning District and Community Commercial ("CC") Subdistrict, under Article 65 of the Code.

The Proposed Project will require zoning relief for the following: use (trade school conditional), height, and front yard setback (Clapp St.)

## **MITIGATION & COMMUNITY BENEFITS**

### ***MITIGATION***

The Proposed Project will provide many community benefits for the Dorchester neighborhood and the City of Boston as a whole, including:

- **Smart Growth/Transit-Oriented Development**

The Proposed Project is consistent with smart-growth and transit-oriented development principles. The Project Site is located within a short walking distance of several MBTA bus stops, serviced by multiple bus routes, and is located within a fifteen (15) minute walk (0.7 miles) from MBTA Red Line (Andrew Station) and a seven (7) minute walk (0.3 miles) from MBTA Commuter Rail (Newmarket Station) service.

- **Public Realm Improvements**

The Proposed Project will significantly improve the streetscape by adding landscaped areas, new lighting, and street trees. The Proponent will be replacing all of the sidewalks around the Project Site, with new wider sidewalks with street trees and landscaped buffers in accordance with Boston Complete Streets guidelines.

- **Sustainable Design/Green Building**

The Proposed Project will employ energy and water efficient features for mechanical, electrical, architectural, and structural systems, assemblies, and materials, where feasible. Sustainable design elements relating to building energy management systems, lighting, recycling, and conservation measures will also be incorporated. Short and long term bicycle storage will be provided on-site.

The Proponent is committed to building a LEED certifiable project with a target of the Silver level, incorporating sustainable design features into the Proposed Project to preserve and protect the environment.

- **Increased Employment**

The Proposed Project will create approximately fifty (50) construction jobs.

- **Transportation Mitigation**

The Proponent has committed to install at least one (1) Boston Transportation Department (“BTD”) connected traffic camera in the neighborhood to monitor real time traffic conditions, if so desired by the BTD. The location will be determined through consultation with the BTD Engineering and Planning divisions.

### ***COMMUNITY BENEFITS***

In addition to the aforementioned mitigation, the Proposed Project will include the following community benefits:

- The Proponent has committed to installing multiple Boston Police Department (“BPD”) monitored security cameras in and around the Project Site to deter crime and other illicit activities in the area. The Proponent will consult with LAN-TEL Communications (BPD partner/vendor) and BPD to determine the appropriate location(s), equipment, and installation.
- The new facility auditorium will be made available as a community gathering space to local non-profit organizations, area civic associations, and other area resident groups for meetings and/or neighborhood presentations free of charge.

- The Proponent will continue to train and educate the next generation of Boston's pipefitting and HVAC service workforce at its current site, continuing their sixty (60) year relationship with the neighborhood.
- The Proponent will continue and expand its participation in the Building Pathways program, which helps to prepare qualified applicants for an apprenticeship with Local Union 537.
- The Proponent has committed to donating up to four (4) trash barrels on Boston Street. Locations for the trash barrels will be finalized through consultation with the City of Boston. Maintenance shall be handled by the City of Boston.
- The Proponent has committed to providing up to five thousand dollars (\$5,000) worth of landscaping and maintenance services during the spring and fall for Paul's Park and Sharon's Park in Dorchester.
- The Proponent has committed to a twenty thousand dollar (\$20,000) financial contribution to the Dorchester Historical Society, detailed below:
  1. Recipient: Dorchester Historical Society (Tax ID- 04-606604)  
 195 Boston Street  
 Dorchester, MA. 02125
  2. Use: Funds received from the Pipefitters will be used for property repairs. There are many property elements, both inside and out, that require attention, such as repair and repainting of the fence, painting the exterior of the barn, replacing carpeting, replacing wallpaper, replacement of portions of heating systems. In addition, the Pipefitter's Association requests a portion of the funding be used to commemorate Dorchester's rich labor history.
  3. Amount: \$20,000
  4. Timeline: The \$20,000 contribution shall be made payable to the Boston Redevelopment Authority within sixty (60) days building permit issuance. The funds will then be distributed by the BPDA to the entity specified.

**RECOMMENDATIONS**

Approvals have been requested of the BPDA pursuant to Article 80, Section 80B of the Code for the issuance of a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d) of the Code, and for the issuance of a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process. In accordance with Section 80B-5.3(d) of the Code, the BRA may issue a Scoping Determination Waiving Further Review if the PNF, together with any additional material and comments received by the BPDA prior to the issuance of the Scoping Determination, are found to adequately describe the impacts of the Proposed Project and offer appropriate mitigation of such impacts.

BPDA staff believes that the PNF, meets the criteria for the issuance of a Scoping Determination Waiving Further Review. It is therefore recommended that the BPDA approve the Proposed Project and authorize the Director to: (1) issue a Scoping Determination waiving the requirement of further review pursuant to Article 80, Section 80B-5.3(d) of the Code; (2) issue a Certification of Compliance under Section 80B-6 upon successful completion of the Article 80 review process; and (3) execute and deliver a Cooperation Agreement, a Boston Residents Construction Employment Plan, and any and all other agreements and documents upon terms and conditions deemed to be in the best interest of the BPDA; and (4) recommend approval to the Zoning Board of Appeal on Petition BOA-721162 for the zoning and building code relief necessary to construct the Proposed Project.

Appropriate votes follow:

**VOTED:** That the Director be, and hereby is, authorized to issue a Scoping Determination under Section 80B-5.3(d) of the Boston Zoning Code, which (i) finds that the Project Notification Form adequately describes the potential impacts arising from the proposed Pipefitters Association Local 537 Training and Office Facility project (the "Proposed Project"), and provides sufficient mitigation measures to minimize these impacts, and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Boston Zoning Code, subject to continuing design review by the Boston Redevelopment Authority; and

**FURTHER**



**VOTED:** That the Director be, and hereby is, authorized to issue a Certification of Compliance for the Proposed Project upon the successful completion of all Article 80 processes; and

**FURTHER**

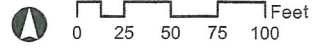
**VOTED:** That the Director be, and hereby is, authorized to execute a Cooperation Agreement, a Boston Residents Construction Employment Plan, and any and all other agreements and documents which the Director deems appropriate and necessary in connection with the Proposed Project, all upon terms and conditions determined to be in the best interests of the Boston Redevelopment Authority; and

**FURTHER**

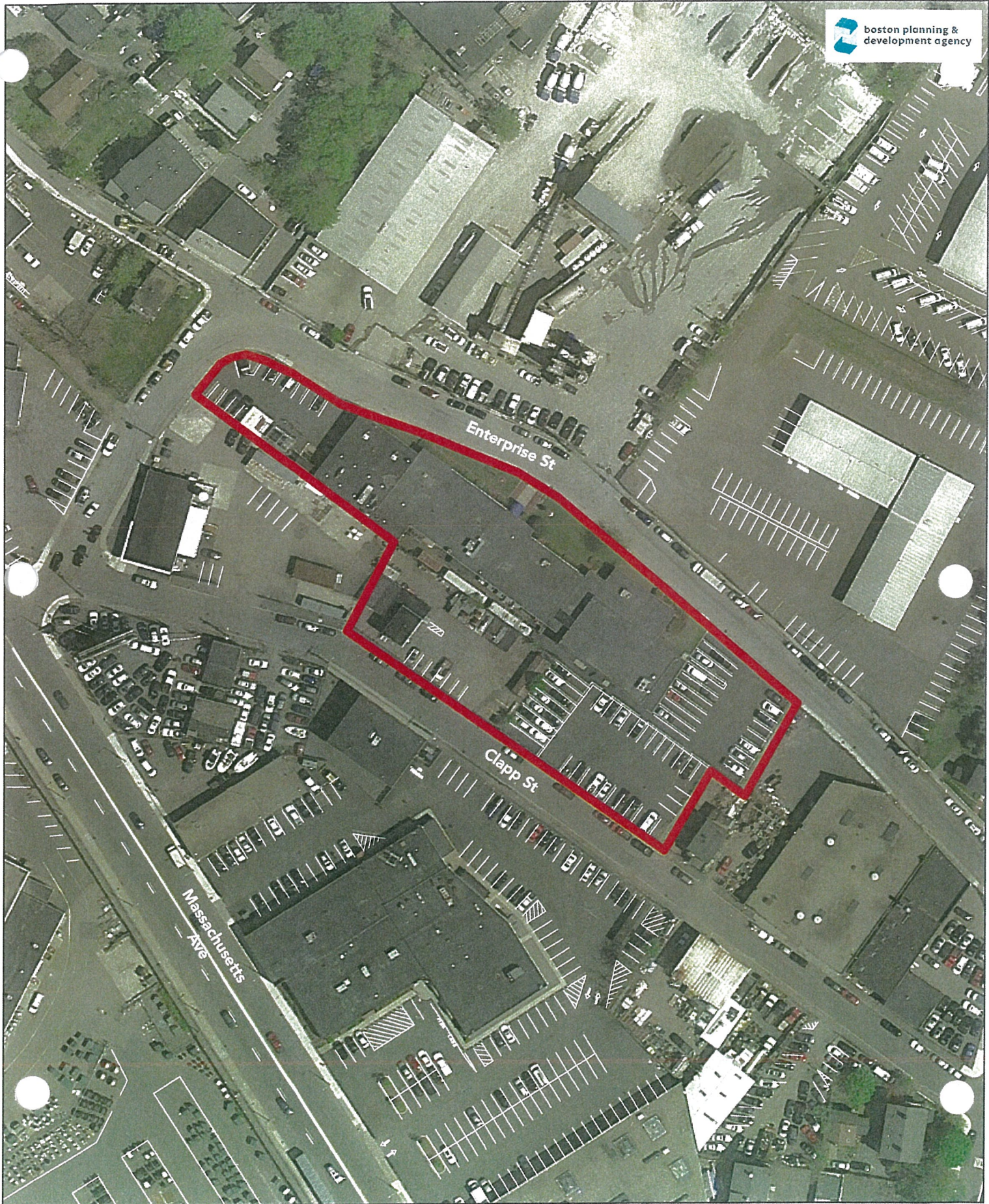
**VOTED:** That the Director be, and hereby is, authorized to issue the following recommendation to the City of Boston Zoning Board of Appeal on Petition BOA-721162 for zoning and building code relief necessary in connection with the Proposed Project: APPROVAL WITH PROVISIO: that plans be submitted to the Boston Redevelopment Authority for design review approval.

# Pipefitters Association Local 537 Training & Office Facility, Dorchester

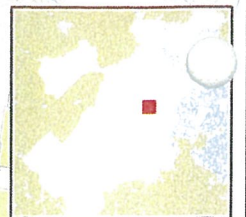
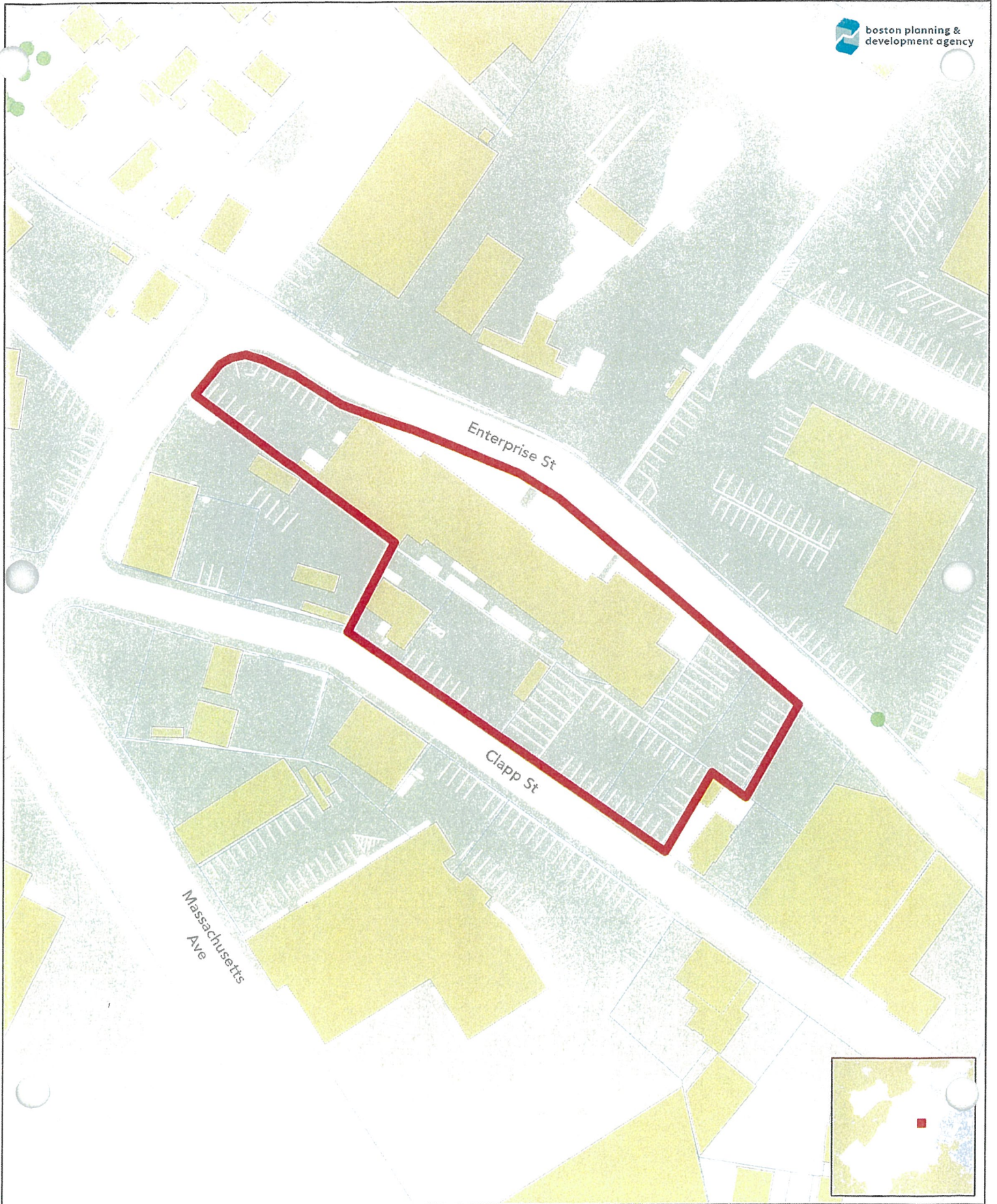
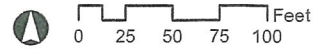
2016 Aerial



boston planning & development agency



# Pipefitters Association Local 537 Training & Office Facility, Dorchester



**Exhibit C**  
**Scoping Determination Waiving Further Review**

[ATTACHED]

**boston planning &  
development agency**

July 20, 2017

Brian P. Kelly, Business Manager  
The Trustees of Pipefitters Association Local 537 Education Fund  
C/O Pipefitters Association Local Union 537  
40 Enterprise Street  
Dorchester, MA. 02125

Re: Scoping Determination Waiving Further Review  
Pipefitters Association Local 537 Training & Office Facility  
40 Enterprise Street  
Dorchester, MA 02125

Dear Mr. Kelly:

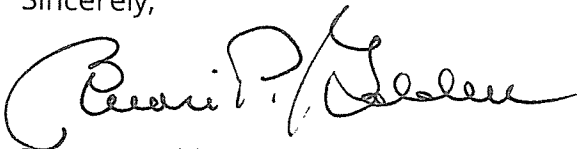
Please be advised that on July 13, 2017, the Boston Redevelopment Authority d/b/a the Boston Planning & Development Agency ("BPDA") Board voted its authorization for the Director to issue a Scoping Determination Waiving Further Review under Section 80B-5.3(d) of the Boston Zoning Code (the "Code") which (i) finds that the Project Notification Form ("PNF") filed on May 31, 2017, adequately describes the potential impacts arising from the Pipefitters Association Local 537 Training & Office Facility project (the "Proposed Project") to be located at 40 Enterprise Street in the Dorchester neighborhood of Boston (the "Project Site"), and provides sufficient mitigation measures to minimize these impacts; and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BPDA.

The Proposed Project consists of the demolition of the two (2) existing structures that currently occupy the Project Site (the Proponent's existing training and office facility and a vacant former office building) and the construction of a four (4) level, approximately 70,000 square-foot training and office facility and two (2) surface parking lots that may accommodate approximately one hundred seventeen (117) off-street vehicles to support the Proponent's operations.

Pursuant to the July 13, 2017 vote by the BPDA, I hereby issue to you this Scoping Determination Waiving Further Review under Section 80B-5.3(d) of the Code in connection with the Proposed Project which (i) finds that the PNF adequately describes the potential impacts arising from the Proposed Project, and provides sufficient mitigation measures to minimize these impacts; and (ii) waives further review of the Proposed Project under subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BPDA.

This Scoping Determination waiving further review shall not become final until nineteen (19) days after the date hereof. I hereby invite the public to comment on the conditions the BPDA requires in this Scoping Determination for the mitigation of the Proposed Project's impacts. Such comments must be submitted in writing to the BPDA within fourteen (14) days hereof and must be based on significant new information not submitted during the public comment period or scoping session, which was held on June 20, 2017, as required by Section 80B-5.3(b) and (c) of the Code. The BPDA shall consider any comments received and may modify the Scoping Determination to add, delete, or modify the conditions set forth therein, provided that any such changes shall be made no later than the date on which the Scoping Determination becomes final.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian P. Golden". The signature is fluid and cursive, with a large initial "B" and "G".

Brian P. Golden  
Director