

# Kennedy Building Apartments Hanover, Massachusetts

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Comprehensive Permit Application  
Submitted to the Hanover Zoning Board of Appeals

September 4, 2013

By

Kennedy Building LLC and the  
Planning Office for Urban Affairs, Inc.

369 Washington Street  
Hanover, MA  
Assessors Map 49, Lot 9



# Planning Office *for* Urban Affairs

ARCHDIOCESE OF BOSTON

84 State Street, Suite 600  
Boston, MA 02109  
P: 617-350-8885 F: 617-350-8889  
[www.poua.org](http://www.poua.org)

September 4, 2013

Mr. Matthew W. Perkins  
Chairman  
Hanover Zoning Board of Appeals  
550 Hanover Street  
Hanover, MA 02339

**Re: Comprehensive Permit Application  
Kennedy Building Apartments, 369 Washington Street**

Dear Chairman Perkins,

On behalf of Kennedy Building LLC and the Planning Office for Urban Affairs and the Hanover Housing Authority, please accept the enclosed application for a Comprehensive Permit, pursuant to M.G.L. Chapter 40B, in connection with the redevelopment of the Kennedy Building into 37 units of residential housing. The site of the development is 369 Washington Street, identified as Assessors Map 49 Lot 009.

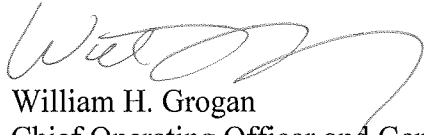
Pursuant to M.G.L. ch. 40B, an applicant is required to pay a filing fee and other requisite permitting expenses, as deemed necessary by the Town. As part of our application, given the nature of the Kennedy Building Apartments development, we respectfully request that the Zoning Board of Appeals consider waiving the filing fee and other permitting expenses required for processing such an application, as this development is being development by a non-profit organization.

We look forward to working with the Hanover Zoning Board of Appeals and the Town of Hanover in the successful development of Kennedy Building Apartments.



If you have any questions regarding this application or require additional information, please contact me at (617) 350-8885.

Sincerely,

A handwritten signature in dark ink, appearing to read 'W. Grogan', with a long, sweeping horizontal stroke extending to the right.

William H. Grogan  
Chief Operating Officer and General Counsel

cc: Troy Clarkson, Town Manager  
Margaret Hoffman, Town Planner  
Jo Ann Simons, Cardinal Cushing Centers  
Lisa Alberghini, Planning Office for Urban Affairs, Inc.  
David Aiken, Planning Office for Urban Affairs, Inc.







# **Kennedy Building Apartments**

## **Comprehensive Permit Application**

Submitted to the Hanover Zoning Board of Appeals

### **Table of Contents**

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5. Parking Plan and Traffic Study
6. List of Zoning Exceptions and Required Relief
7. Project Eligibility Letter – to be forwarded under separate cover
8. Certificate of Organization/Articles of Organization
9. Evidence of Interest in Site and Letter of Intent







Office Use Only		
Filed with Town Clerk (Time Stamp)	Case Number: _____	Received By Board (Date Stamp)
	Decision Due: _____	

## Application Form

The undersigned hereby petitions (or appeals to) the Board of Appeals for a hearing and decision on the following:

Applicant /Petitioner Information	
Name	Kennedy Building LLC (Planning Office for Urban Affairs)
Address	84 State Street, Suite 600, Boston, MA 02109
Telephone	617-350-8885
Fax (optional)	617-350-8889
Email Address (optional)	whg@poua.org
Owner of Record & Address (provide Title)	Cardinal Cushing Centers, Inc.
<input type="checkbox"/> Same as Applicant	405 Washington Street
<input checked="" type="checkbox"/> Other (Please identify name, address, and phone)	Hanover, MA 02339 781-826-6371

Application / Petition Type	
Check appropriate box.	
<p><i>In the instructions, see the Required Findings. Attach proof of the four (4) prerequisites in a detailed explanation along with any significant support or documentation.</i></p> <p><input type="checkbox"/> <u>Petition for Variance</u></p> <p><input checked="" type="checkbox"/> <u>Application for <sup>Comprehensive</sup> Special Permit</u></p> <p><input type="checkbox"/> <u>Application for Construction &amp; Erection of Wireless Telecommunications Tower</u></p> <p><input type="checkbox"/> <u>Application for Installation of Wireless Telecommunications Antennae on Existing Towers</u></p>	<p><input type="checkbox"/> <u>Notice of appeal from Order or Decision of Building Inspector or other Administrative Official</u> Indicate date of order or decision being appealed here: _____ Title of Administrative Official: _____ (Attach a copy of the applicable order or decision hereto.)</p> <p><input type="checkbox"/> <u>Notice of appeal from Order or Decision of Sign Officer as indicated in Hanover Sign Bylaw.</u> Indicate date of order or decision being appealed here: _____ (Attach a copy of the applicable order or decision hereto, along with a copy of the original application for sign permit.)</p>

Project Locus & General Information	
Address(s) (List All Street Numbers & Street Names)	369 Washington Street Hanover, MA 02339
Map & Lot Number(s) (Use "Two-Digit Dash Three-Digit" Format available from Assessors Office. Example: 12-345)	49-009
Status of Wetlands (WPA - M.G.L. Ch. 31, S. 40)	<input type="checkbox"/> Present On Property <input checked="" type="checkbox"/> Within 100 ft. <input type="checkbox"/> Not Applicable



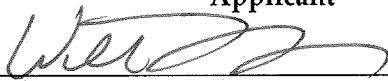
**HANOVER BOARD OF APPEALS**

<b>Status of Flood Plain &amp; Flood Zones</b>	<input type="checkbox"/> Present On Property <input checked="" type="checkbox"/> Not Applicable
<b>Status of Site Plan Review</b>	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Limited Review Requested
<b>Zoning District(s)</b> (Check all that apply) (* Indicates Overlay District) († Proposed overlay for applicable projects)	<input checked="" type="checkbox"/> Residence A District <input type="checkbox"/> Planned Shopping Center District <input type="checkbox"/> Business District <input type="checkbox"/> Commercial District <input type="checkbox"/> Industrial District <input type="checkbox"/> Limited Industrial District <input type="checkbox"/> Fireworks District <input type="checkbox"/> Aquifer Protection Zone <input type="checkbox"/> Well Protection <input type="checkbox"/> Flood Zone * Zone * <input type="checkbox"/> Wireless Telecommunications District * <input type="checkbox"/> Village Planned Unit Development (VPUD) †

**Filing Details** (List all Applicable By-Law Sections.)

Enclosed is the comprehensive permit application for Kennedy Building Apartments. A list of waivers and required relief for the development of Kennedy Building Apartments is included in the comprehensive permit application.
<input type="checkbox"/> Is this filing related to a current or pending filing before another Town Board or Department? If so, check here and provide reference information for such filing(s).    No.

**Required Signatures**

<b>Applicant</b>	<b>Owner</b>
	
<b>Print Name</b>	<b>Print Name</b>
William Grogan, Planning Office for Urban Affairs, Kennedy Building LLC	







## **Kennedy Building Apartments**

369 Washington Street

Assessors Map 49, Lot 009

Comprehensive Permit Application

Submitted to the Hanover Zoning Board of Appeals

September 4, 2013

### **Development Plan**

Situated within the heart of the Cardinal Cushing campus in Hanover, Kennedy Building LLC and the Planning Office for Urban Affairs, Inc. (the “Applicant”) propose to redevelop the historic Kennedy Building into 37 units of residential housing and related common and amenity space and 63 parking spaces – 33 on-site and 30 off-site. In addition, as a part of the redevelopment, there will remain an approximately 4,855 square foot health center that will be used by the Cardinal Cushing Centers. Though the building no longer provides the facilities necessary to support its original dormitory and academic use, it presents a tremendous opportunity to provide for a newer home-like environment for its residents. Originally built as a dormitory, the Kennedy Building is well-suited for reuse as multi-family residential housing. From the exterior, the building’s architecture includes residential rooflines, with gables and roof dormers, double-hung windows, and red brick exterior walls that contribute to an overall residential scale and appearance very appropriate to the use. On the interior, the existing location of corridor walls, floors, structure, and the elevator shaft are positioned to provide the basis for exceptional floor plan and unit layouts. The building has numerous residential-scaled windows positioned to provide generous natural light and ventilation to every unit, without the need to add additional window openings. The Applicant’s redevelopment plan draws on the experience of its team members who have worked together to successfully develop and create affordable housing communities across the Commonwealth. Most recently, the Applicant and its team members successfully developed Barstow Village, a 66-unit affordable elderly development in conjunction with the Town of Hanover and the Hanover Housing Authority, and the Applicant looks forward to continuing this working relationship with the Town, the Zoning Board of Appeals and the Town’s respective board and departments to successfully develop Kennedy Building Apartments.



## **Building Design**

The historic structure of the Kennedy Building allows for the creation of a new, warm, residential setting while seamlessly accommodating the needs of the future residents. Through this adaptive re-use, the Kennedy Building will be converted into thirty-seven bright, spacious dwelling units within the former classrooms and other building areas. Of the 37 units, there will be eight (8) 1-BR units, 25 2-BR units and four (4) 3-BR units; these units will be a mix of family housing units, additional supportive housing units and units for the elderly in order to create a truly integrated community. Each unit will provide spacious living room and bedroom(s), and other residential amenities.

The design of Kennedy Building Apartments will preserve the historic envelope of the three-story H-shaped brick building and maintain the existing structure in a way which minimizes costly disruption to the building's original fabric, while integrating the new units into the building, as shown on the plans. The Kennedy Building has been continuously occupied and well-maintained, thus minimizing the scope of work required to ensure a sound exterior envelope and 'shell'. Advanced construction and green building technologies, including new HVAC, plumbing, and electrical systems, will be incorporated to ensure the greatest long-term viability and operational success of the development. Kennedy Building Apartments will not only be fully accessible in accordance with all applicable regulations, it will also incorporate design elements in order to best accommodate the varying needs of the many different residents even as these needs change over each of their lives. The building's amenities will feature supportive service, communal, and health-oriented areas to allow for programs specifically designed to further a sense of community and to enhance the independence and quality of resident's lives.

In summary, the Kennedy Building will redevelop an underutilized building and provide integrated housing opportunities; make extremely efficient use of the site and promote sustainable development principles; and increase density by building within the existing building's structure. In doing so, Kennedy Building Apartments will provide high-quality affordable supportive and family housing in a vibrant new residential development.

## **Site and Landscape Design**

The development of Kennedy Building Apartments preserves and maintains open space, mature trees, and the existing topography of the site. The development will add nicely landscaped areas to the already beautiful campus of the Cardinal Cushing Center. By re-using the existing Kennedy Building, the development will help avoid fragmenting existing green space or converting existing lands into development.

The site plan incorporates low-impact design elements that support the development's efforts to reduce impervious surfaces where possible, preserve and provide usable open space. The site



layout is designed to minimize disturbance and clearing of trees while preserving and protecting as much of the natural area as possible.

The stormwater manage design will incorporate natural practices and systems that will maintain or improve the current stormwater management condition.



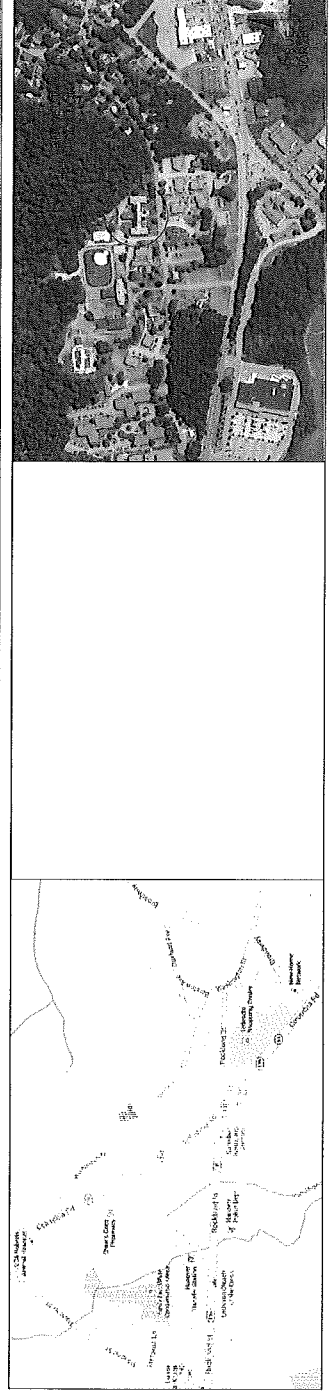




# Kennedy Building

369 Washington Street  
Hanover, MA 02339

Application for Comprehensive Permit  
Submitted by Kennedy Building, LLC & Planning Office for Urban Affairs, Inc.



## SUBMISSIONS:

**tat**  
the architectural team

The Architectural Team, Inc.  
50 Commandant's Way at Admiral's Hill  
Chelsea MA 02150  
T 617.889.4402  
F 617.884.4329  
www.thearchitecturalteam.com  
©2008 The Architectural Team, Inc.

## Consultant:

## Revisions:

## Architect of Record:

## Project Name:

KENNEDY BUILDING

369 Washington Street  
Hanover, MA 02339

## Sheet Name:

TITLE PAGE

## Project Number:

09018

## Issue Date:

SEPTEMBER 25, 2013

## Sheet Number:

T0.01

## PROJECT INFORMATION:

### DEVELOPER

PLANNING OFFICE  
FOR URBAN AFFAIRS, INC.  
50 COMMANDANT'S WAY  
AT ADMIRAL'S HILL  
CHELSEA, MA 02150  
T 617.889.4402  
F 617.884.4329  
WWW.THEARCHITECTURALTEAM.COM  
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### OWNER

KENNEDY BUILDING, LLC  
369 WASHINGTON STREET  
HANOVER, MA 02339  
T 617.889.4402  
F 617.884.4329  
WWW.KENNEDYBUILDING.COM  
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### ARCHITECT

THE ARCHITECTURAL TEAM, INC.  
50 COMMANDANT'S WAY  
AT ADMIRAL'S HILL  
CHELSEA, MA 02150  
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WWW.THEARCHITECTURALTEAM.COM  
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### GENERAL CONTRACTOR

DELBROOK CONSTRUCTION  
100 WASHINGTON STREET  
HANOVER, MA 02339  
T 617.889.4402  
F 617.884.4329  
WWW.DELBROOKCONSTRUCTION.COM  
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### CIVIL ENGINEER

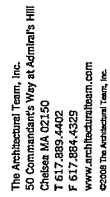
WORLDVIEW ENGINEERING, INC.  
100 WASHINGTON STREET  
HANOVER, MA 02339  
T 617.889.4402  
F 617.884.4329  
WWW.WORLDVIEWENGINEERING.COM  
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MECHANICAL  
ELECTRICAL  
PLUMBING &  
HVAC ENGINEER  
WOLFEY BARBER & ASSOCIATES, INC.  
100 WASHINGTON STREET  
HANOVER, MA 02339  
T 617.889.4402  
F 617.884.4329  
WWW.WOLFEYBARBER.COM  
©2008 THE ARCHITECTURAL TEAM, INC.

### HISTORIC CONSULTANT

MACROSTATE HISTORIC ADVISORS, LLC  
100 WASHINGTON STREET  
HANOVER, MA 02339  
T 617.889.4402  
F 617.884.4329  
WWW.MACROSTATEHISTORICADVISORS.COM  
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Consultant:

**Revision:**

**Architect of Record:**

**Drawn:**

Checked:

**Scale:**

**Key Plan:**

Project Name:

KENNEDY BUILDING

369 Washington Street  
Hanover, MA 02339

Sheet Name:

## DRAWING LIST

Project Number:

09018

**Issue Date:**

SEPTEMBER 25, 2013

Sheet Number: \_\_\_\_\_

## T0.02



The proposed project is located on Washington Street in Hanover, Massachusetts, on the Cardinal Cushing Centers' Campus. The site is mildly sloping, consists of a single existing building, and includes parking areas to the rear. Formerly a dormitory, the building is currently being used as classroom and office space, storage, and contains a small health center at the basement level which serves the Center's students. The building borders Washington Street to the Southwest, a forest to the East, and Cardinal Cushing buildings and facilities to the Northwest and Northeast. The building is located in the Residence A District where multi-family residential is allowed by special permit only. The existing building is three stories tall with a basement and measures approximately 40'-7" to the average height of the highest roof from average grade plane. The existing building consists of exterior brick masonry walls with stone window sills. Interior construction includes metal columns, open web metal joists with plaster finish. The roof is wood framed with slate roofing. The exterior scope of work includes masonry repairs, repairs to the existing slate roof, new rubber roots on the flat portions, and new aluminum windows with Low-E glazing. As a Historic Rehabilitation project all work will be subject to The Secretary of the Interior's Standards for the Treatment of Historic Preparation Guidelines.

BUILDING CODE DATA :

APPROXIMATE HEIGHT FROM  
AVERAGE GRADE PLANE TO  
CENTER OF HIGHEST ROOF:

APPROXIMATE SIZE: 58.375 GSF  
USE GROUP: R-2, B  
CONSTRUCTION CLASSIFICATION: 5A  
FIRE PROTECTION: NFPA 13  
DWELLING UNITS PER ACRE: = 17.61 D.U./acre

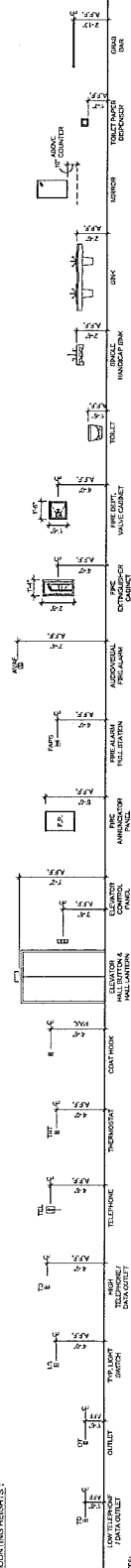
BUILDING DATA:

<b>BUILDING SUMMARY:</b>	
<b>GROUND:</b>	16,810 GSF
<b>FIRST:</b>	16,810 GSF
<b>SECOND:</b>	14,290 GSF
<b>THIRD:</b>	10,465 GSF
<b>TOTAL:</b>	58,375 GSF
<b>MISC:</b>	
<b>RESIDENTIAL:</b>	32,025 NSF RENTABLE
<b>COMMUNITY SPACE:</b>	2185 NSF
<b>LAUNDRY:</b>	400 NSF
<b>FITNESS:</b>	565 NSF
<b>LOUNGE:</b>	1125 NSF
<b>OFFICE:</b>	185 NSF
<b>HEALTH CENTER (B):</b>	4,855 NSF

**РАРКІНІ СІМЛАВУ.**

ON SITE PARKING	
STANDARD SPACES:	30 PARKING SPACES
HANDICAP VAN:	3 PARKING SPACES
TOTAL ON SITE SPACES:	33 PARKING SPACES
TOTAL OFF-SITE SPACES:	30 PARKING SPACES
TOTAL SPACES:	63 PARKING SPACES

## • SEVERAL CHALLENGES REMAIN •



THESE HIGHLIGHTS ARE FOR GENERAL INFORMATION ONLY. CERTAIN MATERIAL MAY BE OF INTEREST TO CERTAIN INVESTORS ONLY. PLEASE SEE THE FULL DISCLOSURE DOCUMENT FOR MORE INFORMATION.



Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scale:

Key Plan:

Project Name:

KENNEDY BUILDING

363 Washington Street  
Hanover, MA 02339

Sheet Name:

PROPOSED  
GROUND  
FLOOR PLAN

Project Number:

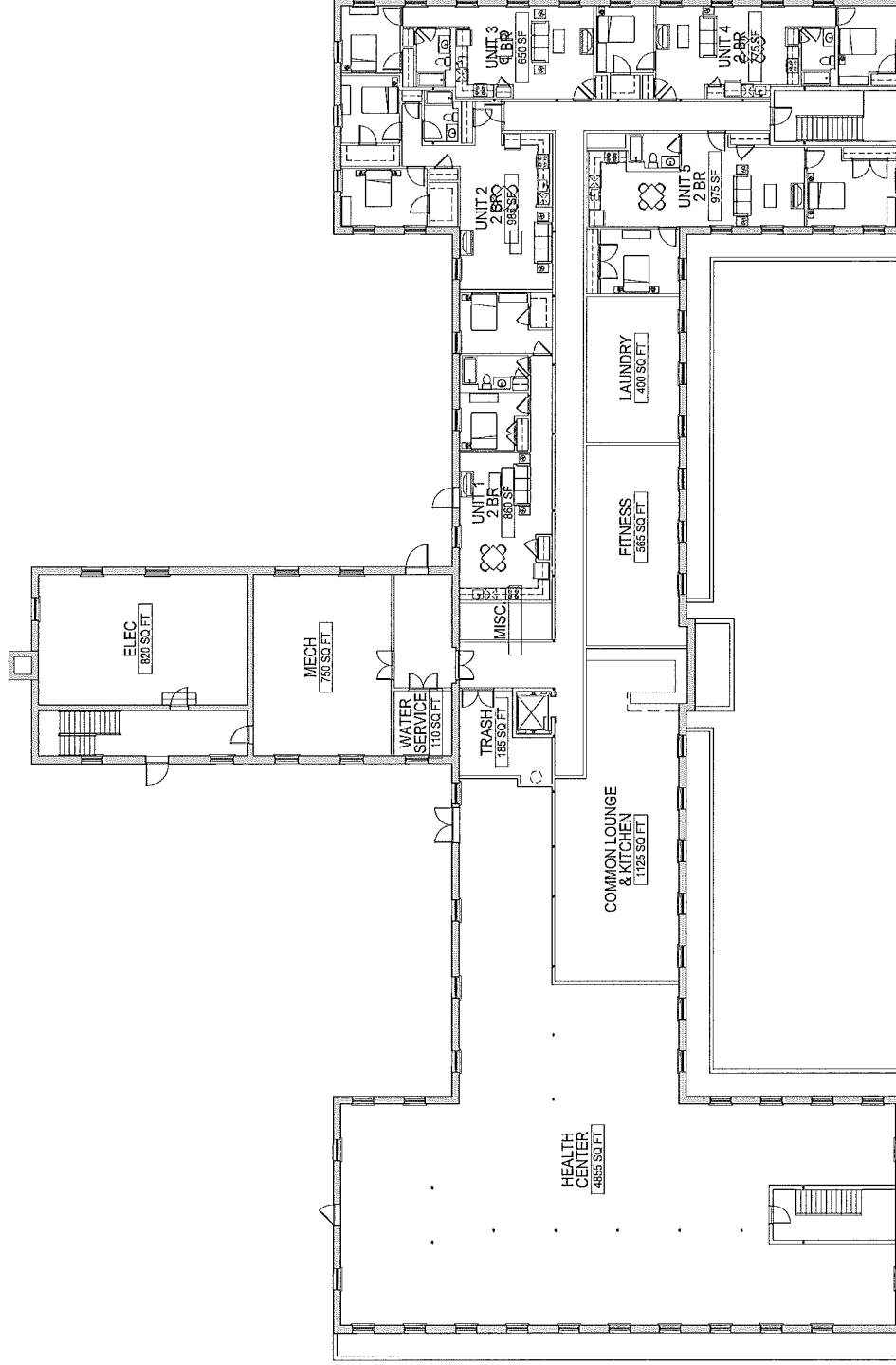
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Issue Date:

SEPTEMBER 25, 2013

Sheet Number:

A1.00



GROUND FLOOR PLAN

SCALE: NOT TO SCALE



Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scale: 1/8"=1'-0"

Key Plan:

Project Name:

KENNEDY BUILDING

369 Washington Street  
Hanover, MA 02339

Sheet Name:

PROPOSED  
FIRST  
FLOOR PLAN

Project Number:

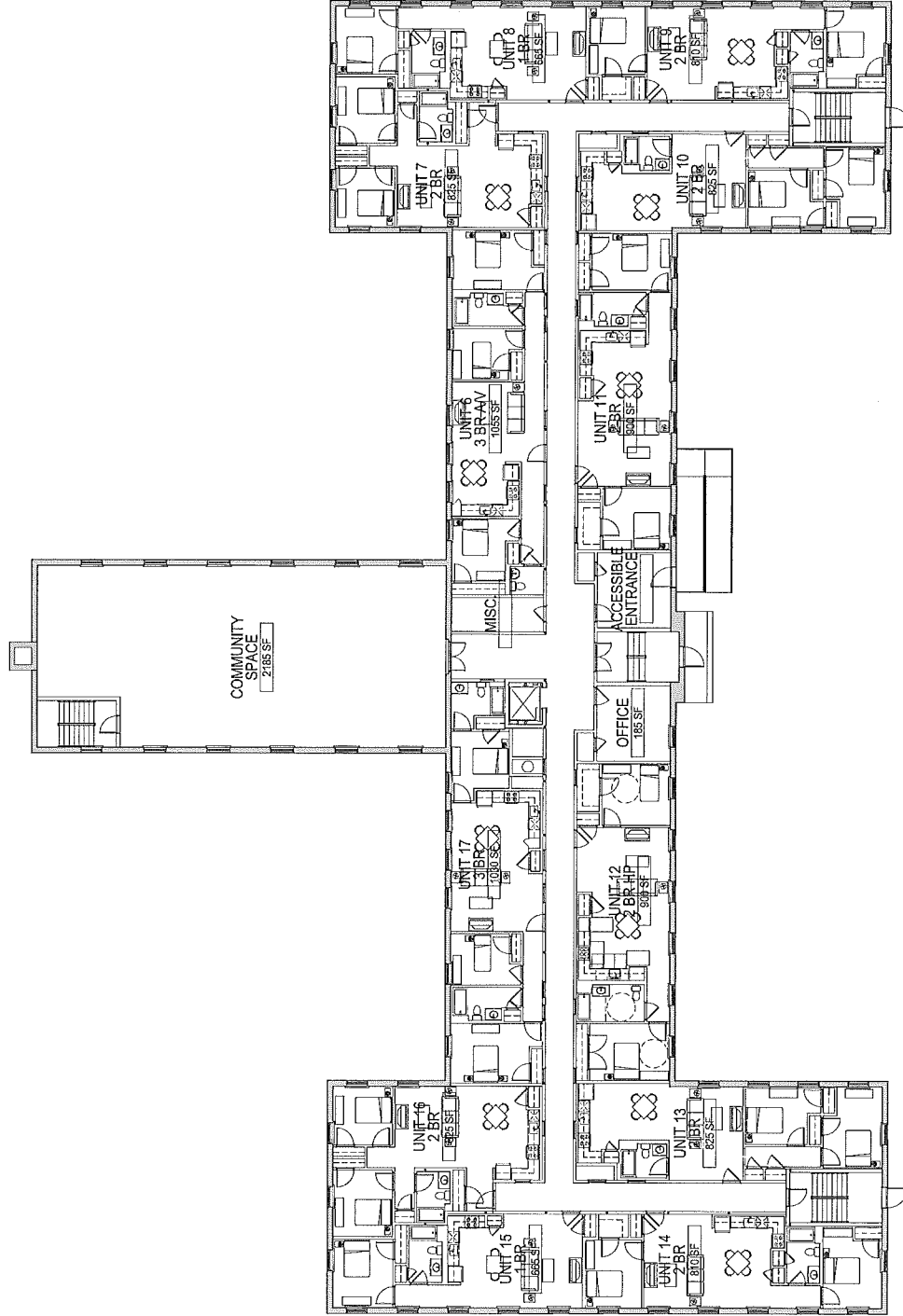
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Issue Date:

SEPTEMBER 25, 2013

Sheet Number:

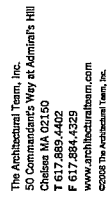
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FIRST FLOOR PLAN

SCALE: NOT TO SCALE





Revision:

Drawing:

**Checked:**

Scale: 1/8"=1'-0"

**Key Plan:**

**KENNEDY BUILDING**

Sheet Name:

PROPOSED  
SECOND  
FLOOR PLAN

**Biological Sciences**

0000

**Insertion Date:**[illegible]

Shoot Number

## A1.02



SCALE: NOT TO SCALE



Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scaled:

Key Plan:

Project Name:

KENNEDY BUILDING

369 Washington Street  
Hanover, MA 02339

Sheet Name:

PROPOSED  
THIRD  
FLOOR PLAN

Project Number:

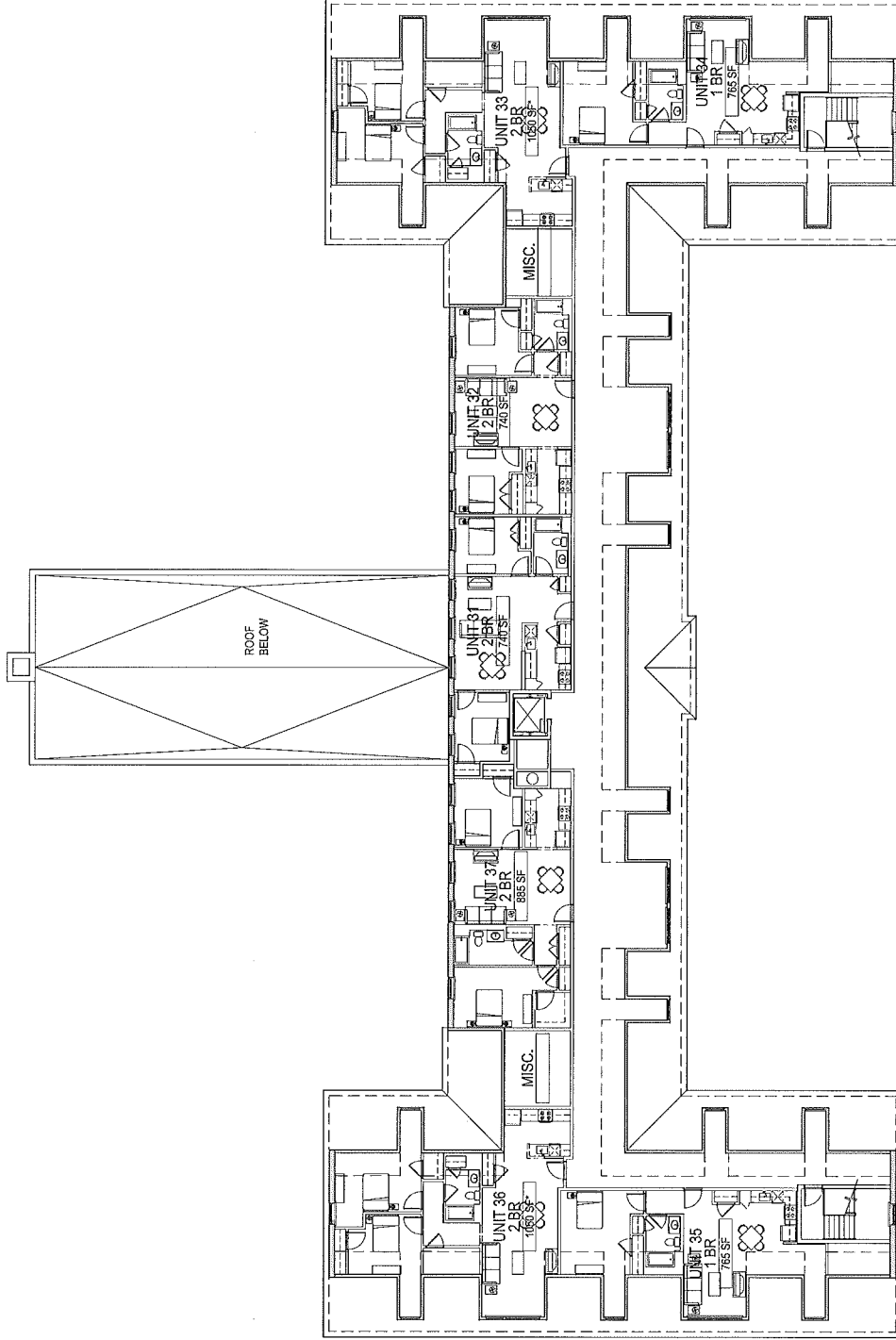
09018

Issue Date:

SEPTEMBER 25, 2013

Sheet Number:

A1.03



THIRD FLOOR PLAN

SCALE: NOT TO SCALE



Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scale:

Key Plan:

Project Name:

KENNEDY BUILDING

363 Washington Street  
Hanover, MA 02339

Sheet Name:

PROPOSED

ROOF PLAN

Project Number:

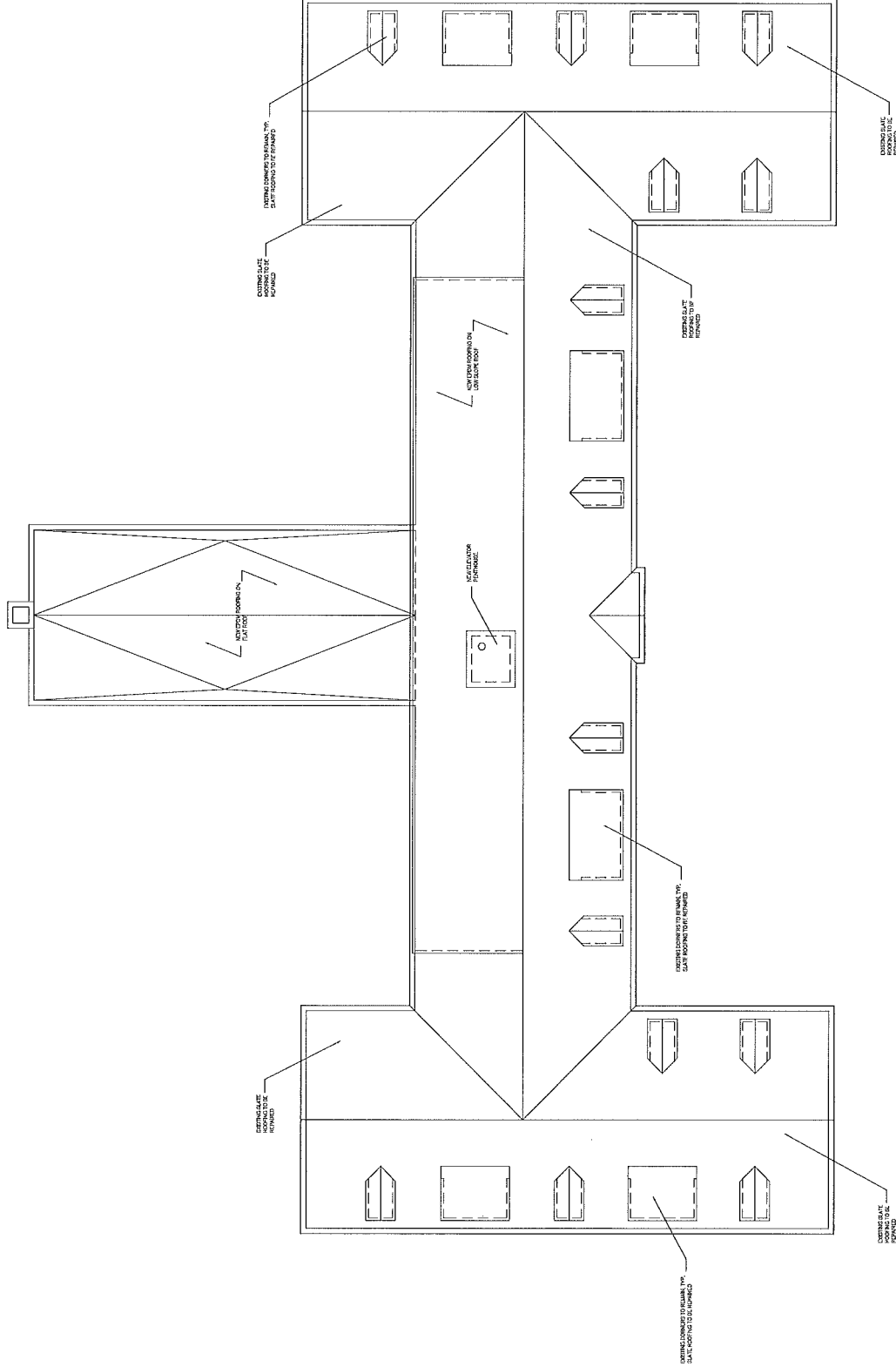
09018

Issue Date:

SEPTEMBER 25, 2013

Sheet Number:

A1.04





Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scale:

Key Plan:

Project Name:

KENNEDY BUILDING

369 Washington Street  
Hanover, MA 02339

Sheet Name:

PROPOSED  
TYPICAL  
UNIT PLANS

Project Number:

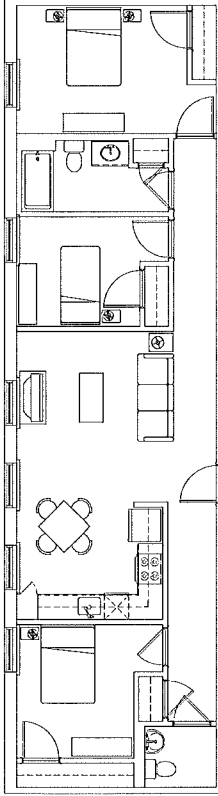
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Issue Date:

SEPTEMBER 25, 2013

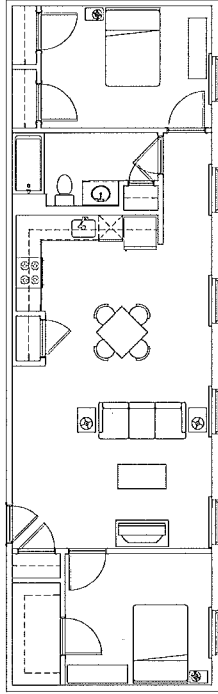
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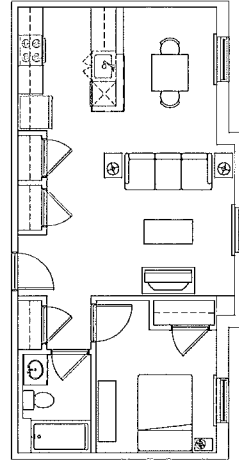
20 TYPICAL THREE BEDROOM UNIT

SCALE: 1/4" = 1'-0"



20 TYPICAL TWO BEDROOM UNIT

SCALE: 1/4" = 1'-0"



10 TYPICAL ONE BEDROOM UNIT

SCALE: 1/4" = 1'-0"



Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scale:

Key Plan:

Project Name:

**KENNEDY BUILDING**

360 Washington Street  
Hanover, MA 02339

Sheet Name:  
**DOOR AND WINDOW  
ELEVATIONS**

Project Number:

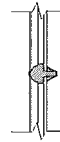
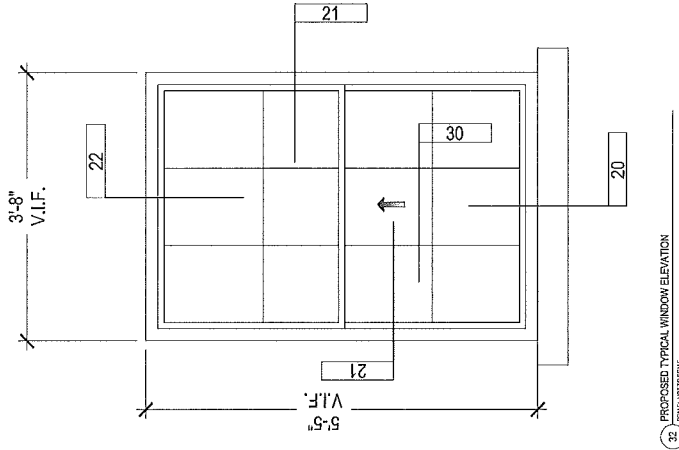
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Issue Date:

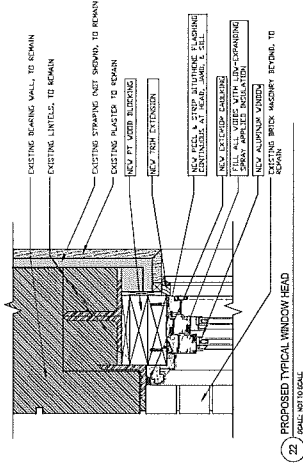
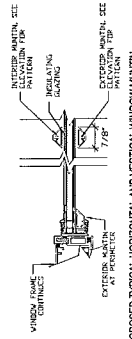
SEPTEMBER 25, 2013

Sheet Number:

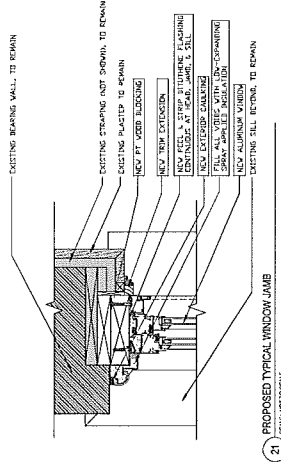
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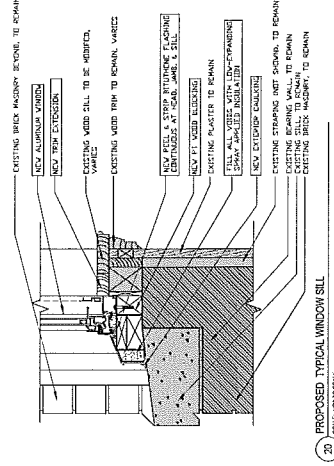
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SCALE: NOT TO SCALE



EXISTING TYPICAL WINDOW HEAD  
SCALE: NOT TO SCALE

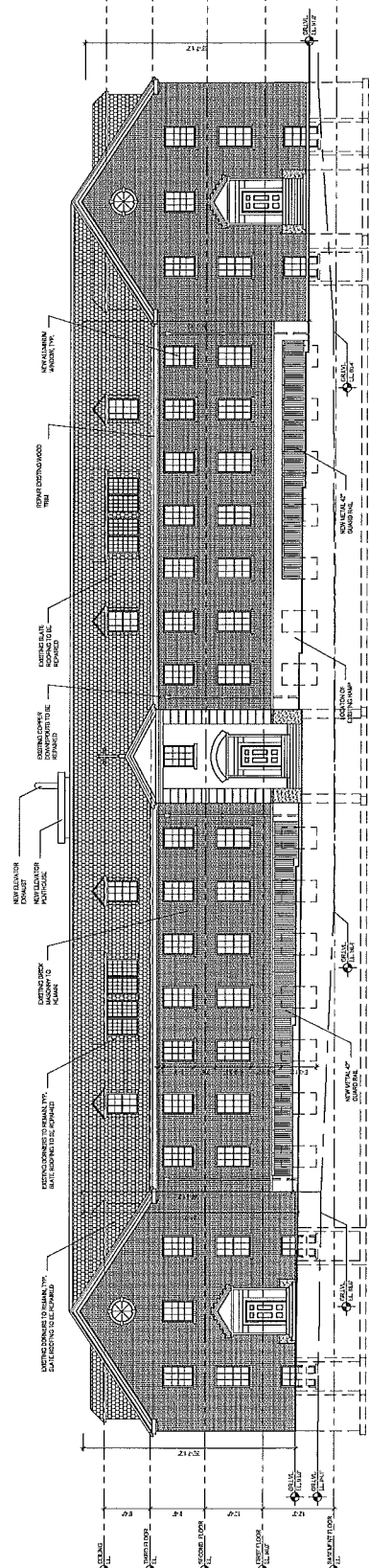
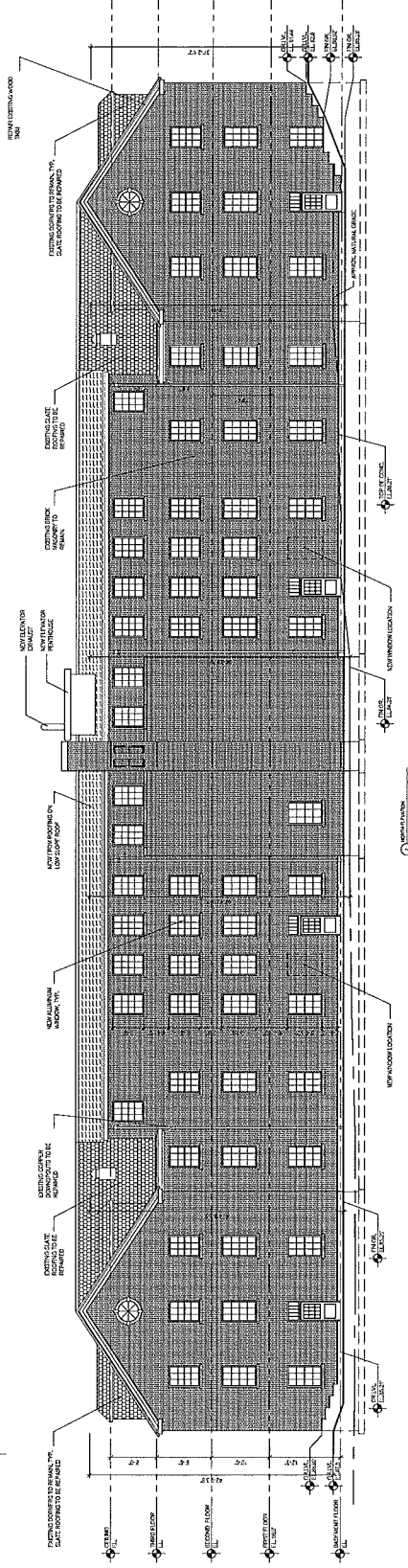
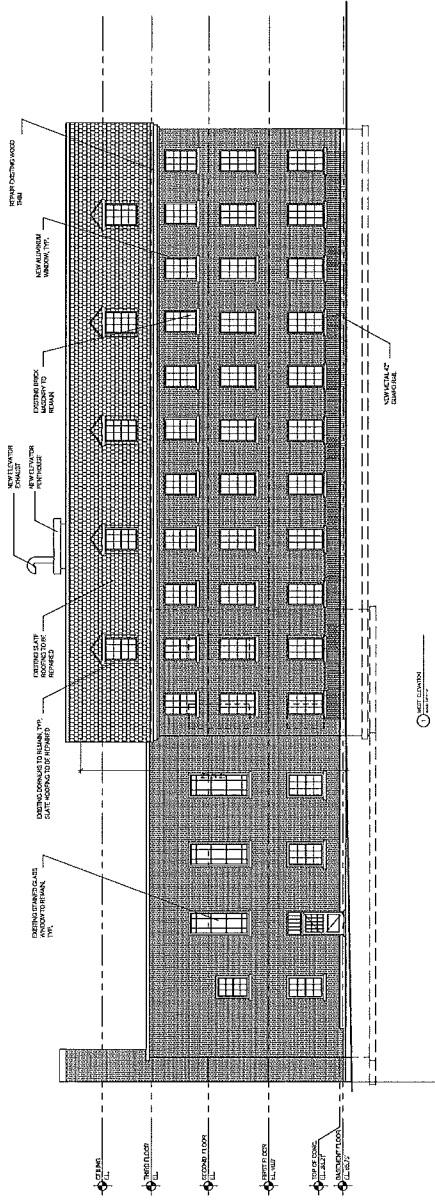


EXISTING TYPICAL WINDOW JAMB  
SCALE: NOT TO SCALE



EXISTING TYPICAL WINDOW SILL  
SCALE: NOT TO SCALE







Consultant:

Revised:

Architect of Record:

Drawn:  
Checked:  
Scaled:  
Key Plan:

Project Name:  
**KENNEDY BUILDING**

369 Washington Street  
Hanover, MA 02339

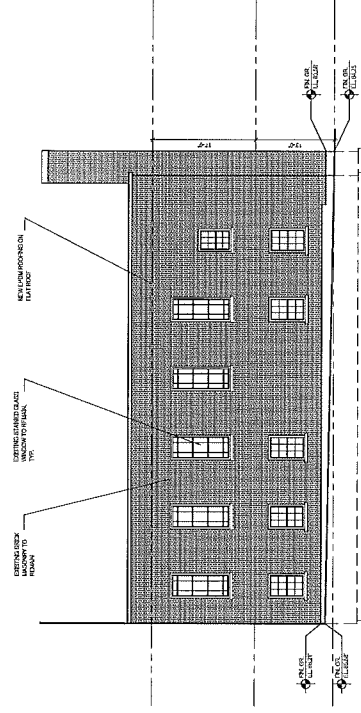
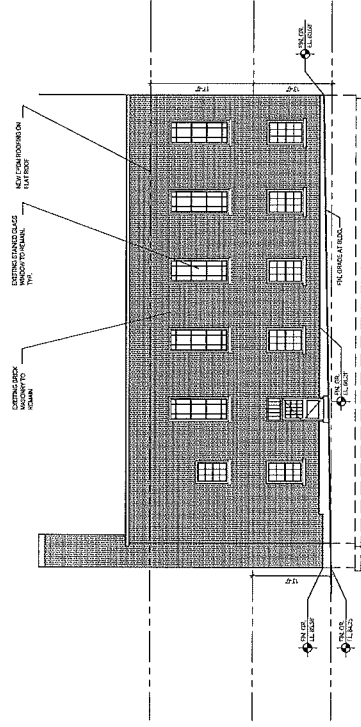
Sheet Name:  
**PROPOSED  
EXTERIOR ELEVATIONS**

Project Number:  
09018  
Issue Date:

SEPTEMBER 25, 2013

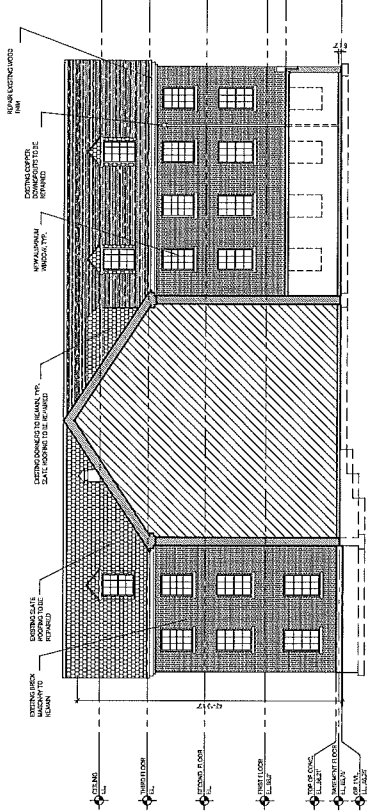
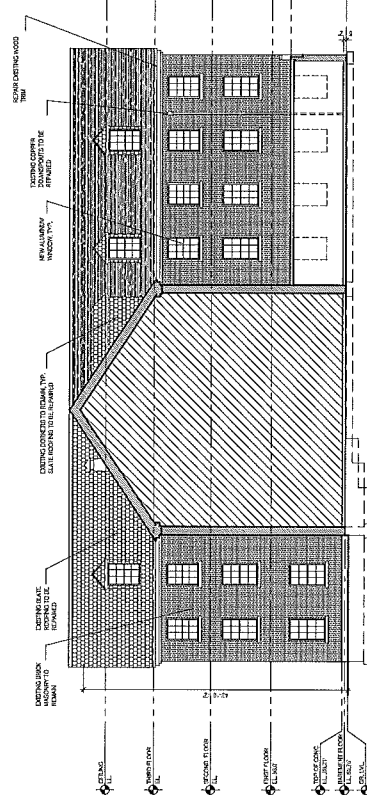
Sheet Number:

**A4.02**



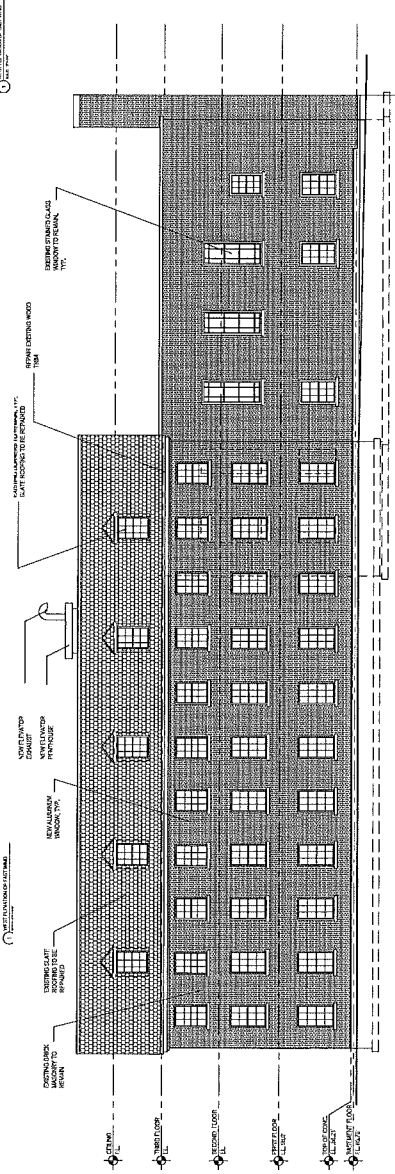
EXISTING STAINLESS STEEL CLADDING TO REMAIN

EXISTING STAINLESS STEEL CLADDING TO REMAIN



EXISTING STAINLESS STEEL CLADDING TO REMAIN

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EXISTING STAINLESS STEEL CLADDING TO REMAIN



Consultant:

Revision:

Architect of Record:

Drawn:

Checked:

Scale:

Key Plan:

Project Name:  
**KENNEDY BUILDING**

369 Washington Street  
Hanover, MA 02339

Sheet Name:

**PROPOSED  
WALL SECTION**

Project Number:

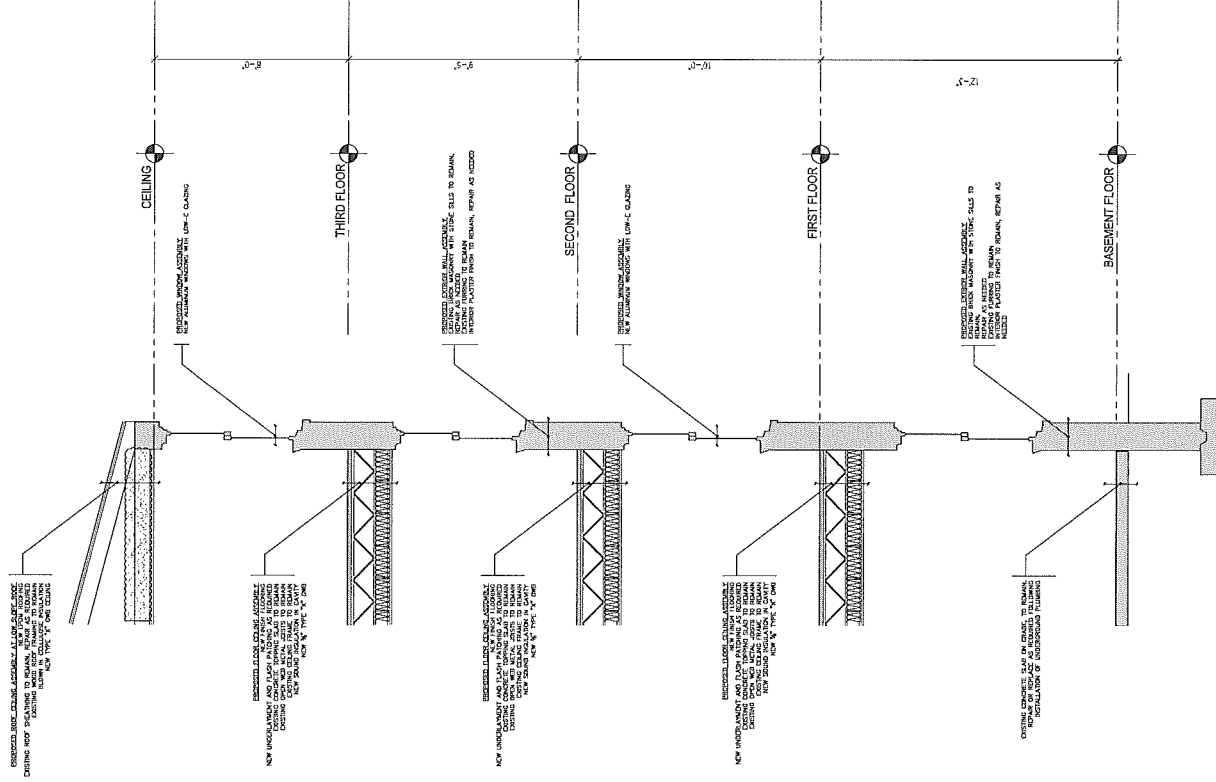
09018

Issue Date:

SEPTEMBER 25, 2013

Sheet Number:

**A5.01**



10 TYPICAL BUILDING SECTION

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





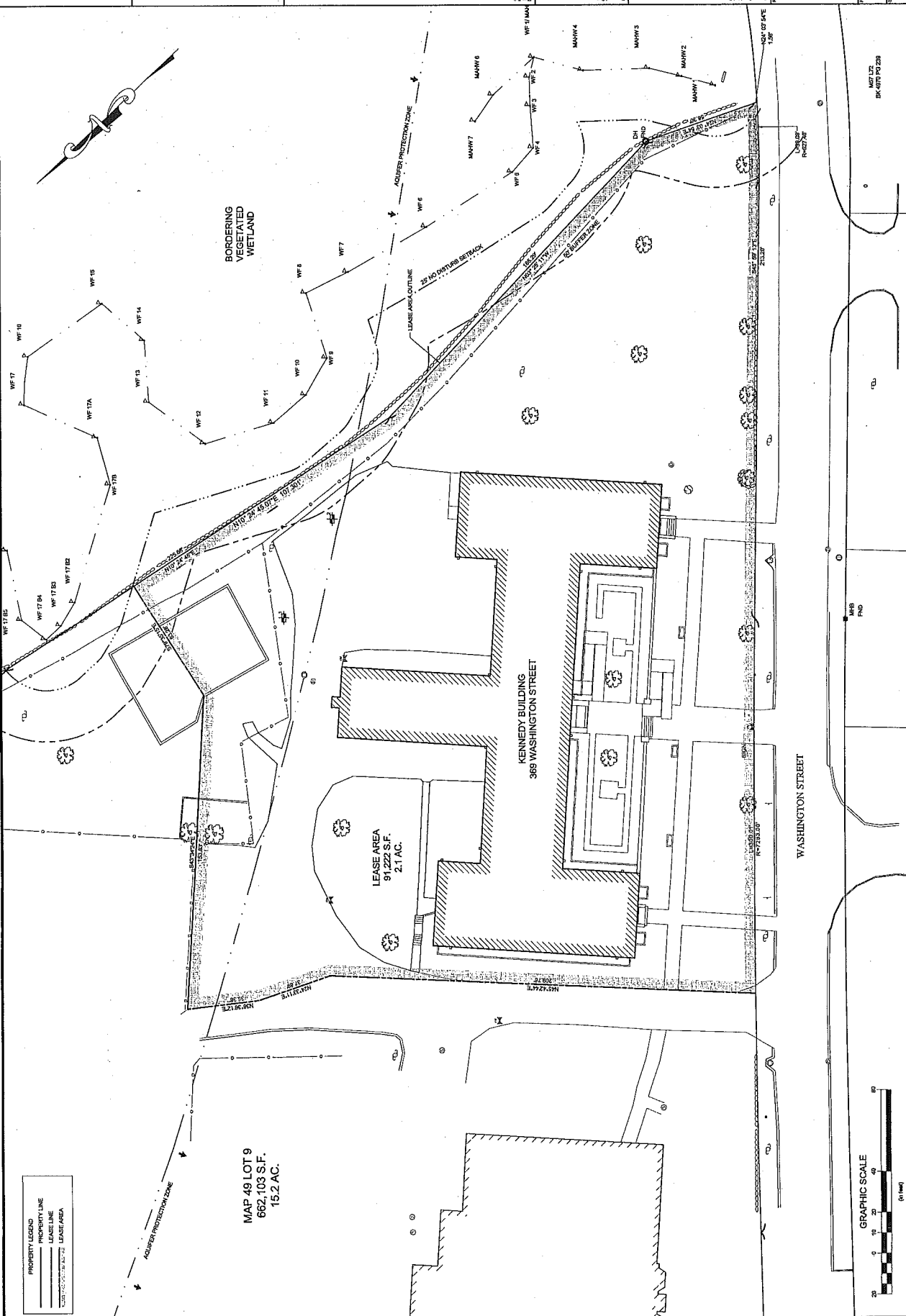
Horley Witten Group, Inc.  
300 State Street  
Boston, MA 02109  
Tel: 617-550-0100  
Fax: 617-550-0101  
www.horleywitten.com

Planning Office for Urban  
Affairs  
Boston, MA  
Tel: 617-550-0100  
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www.boston.gov

**KENNEDY BUILDING IMPROVEMENTS**  
**HANOVER, MASSACHUSETTS**  
**PROPOSED LEASE LINE**

Horley Witten Group, Inc.  
300 State Street  
Boston, MA 02109  
Tel: 617-550-0100  
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Revisions	By	Date	Revised By	Revised Date
1	AW	08/03/13	AW	08/03/13
2	AW	08/03/13	AW	08/03/13
3	AW	08/03/13	AW	08/03/13
4	AW	08/03/13	AW	08/03/13
5	AW	08/03/13	AW	08/03/13
6	AW	08/03/13	AW	08/03/13
7	AW	08/03/13	AW	08/03/13
8	AW	08/03/13	AW	08/03/13
9	AW	08/03/13	AW	08/03/13
10	AW	08/03/13	AW	08/03/13





Written  
J.C.  
A 02583  
R33-6700  
03-3150  
July 7, 2013

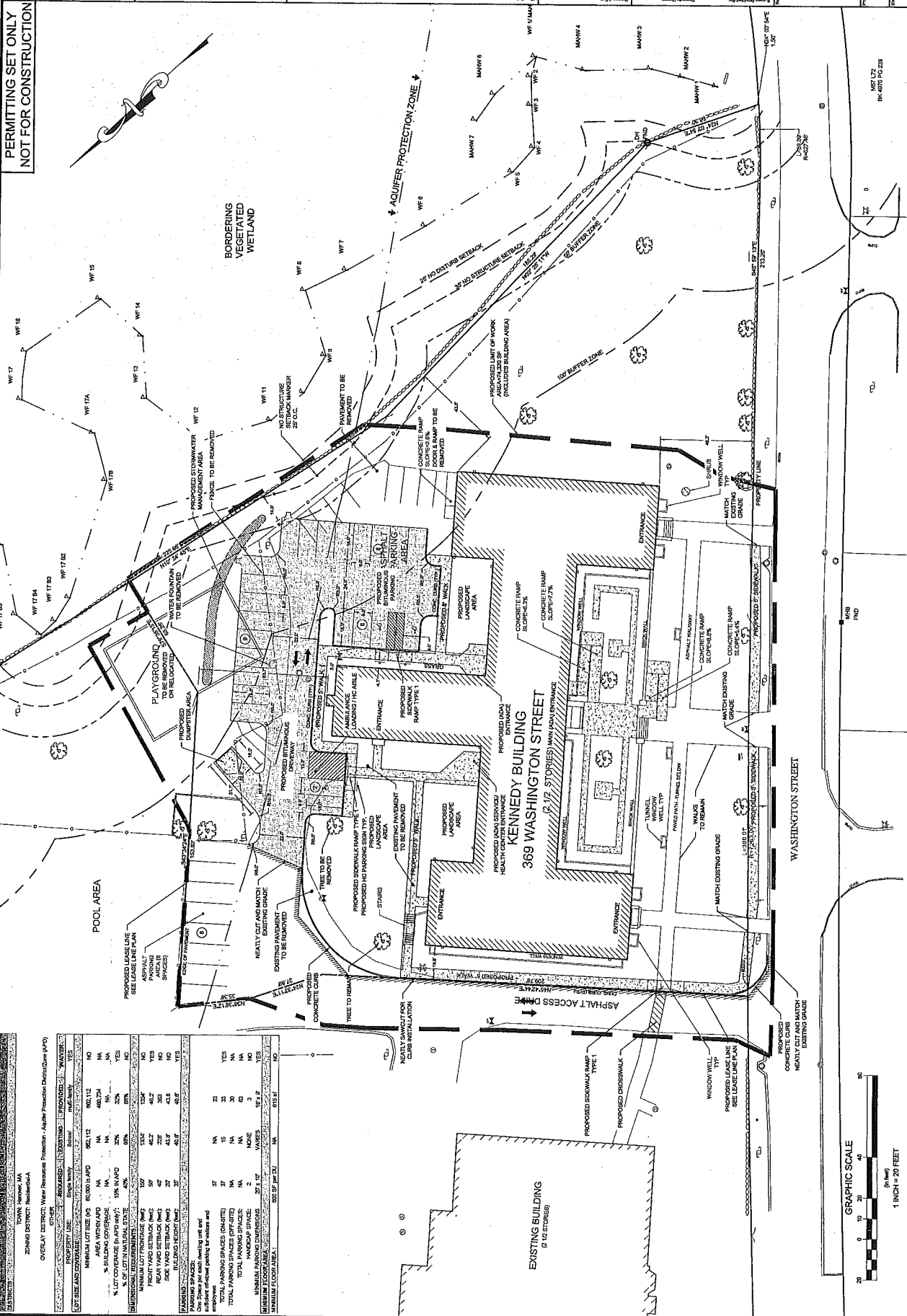
and  
Cushling  
Center  
933-6500

Planning Office for Urban  
Affairs  
64 State Street #300  
Boston, MA 02109  
Phone: 1-617-350-6655  
Fax: 1-617-350-6659

NEWBY BUILDING SITE IMPROVEMENTS  
PERMITTING PLANS  
HANOVER, MASSACHUSETTS

Horley Witten Group, Inc.  
Sustainable Environmental Solutions  
www.horleywitten.com  
80 Florida Ave  
Sandywich, MA 02543  
508-433-4600 voice  
508-433-3100 fax

PERMITTING SET ONLY  
NOT FOR CONSTRUCTION

[illegible]

GRAPHIC SCALE

1 INCH = 20 FEET





Cardinal Cushing  
School and Training  
Center  
Haverhill, MA  
Phone  
MA 02153  
(617) 833-6500  
833-3150

Office for Urban

KENNEDY BUILDING SITE IMPROVEMENTS  
PERMITTING PLANS  
HANOVER, MASSACHUSETTS

Date	Created By:	Drawn By:
APR 2013	HW/MAC	HWK

Sustainable Environmental Solutions  
 Horta Witten Group, Inc.  
 www.hortawitten.com  
 60 Route 6A  
 Sandwich, MA 01963  
 508-433-6500 ext#  
 508-433-3150 fax

[illegible]

**LEGEND:**

[illegible]

SOIL TEST PIT DATA

**Figure 1** shows two stratigraphic columns, Tm-1 and Tm-2, representing the upper 80 cm of the lower part of the upper member of the Tully Formation. The columns are marked with depth in centimeters (cm) on the left and right sides. Fossil ranges are indicated by horizontal bars with species names.

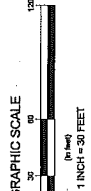
**Column Tm-1 (Left):**

- Depth 0-25 cm: Zone 1. Fossil range: *FAU* (0-25 cm).
- Depth 25-35 cm: Zone 2. Fossil range: *10 to 15* (25-35 cm).
- Depth 35-45 cm: Zone 3. Fossil range: *10 to 15* (35-45 cm).
- Depth 45-55 cm: Zone 4. Fossil range: *10 to 15* (45-55 cm).
- Depth 55-65 cm: Zone 5. Fossil range: *10 to 15* (55-65 cm).

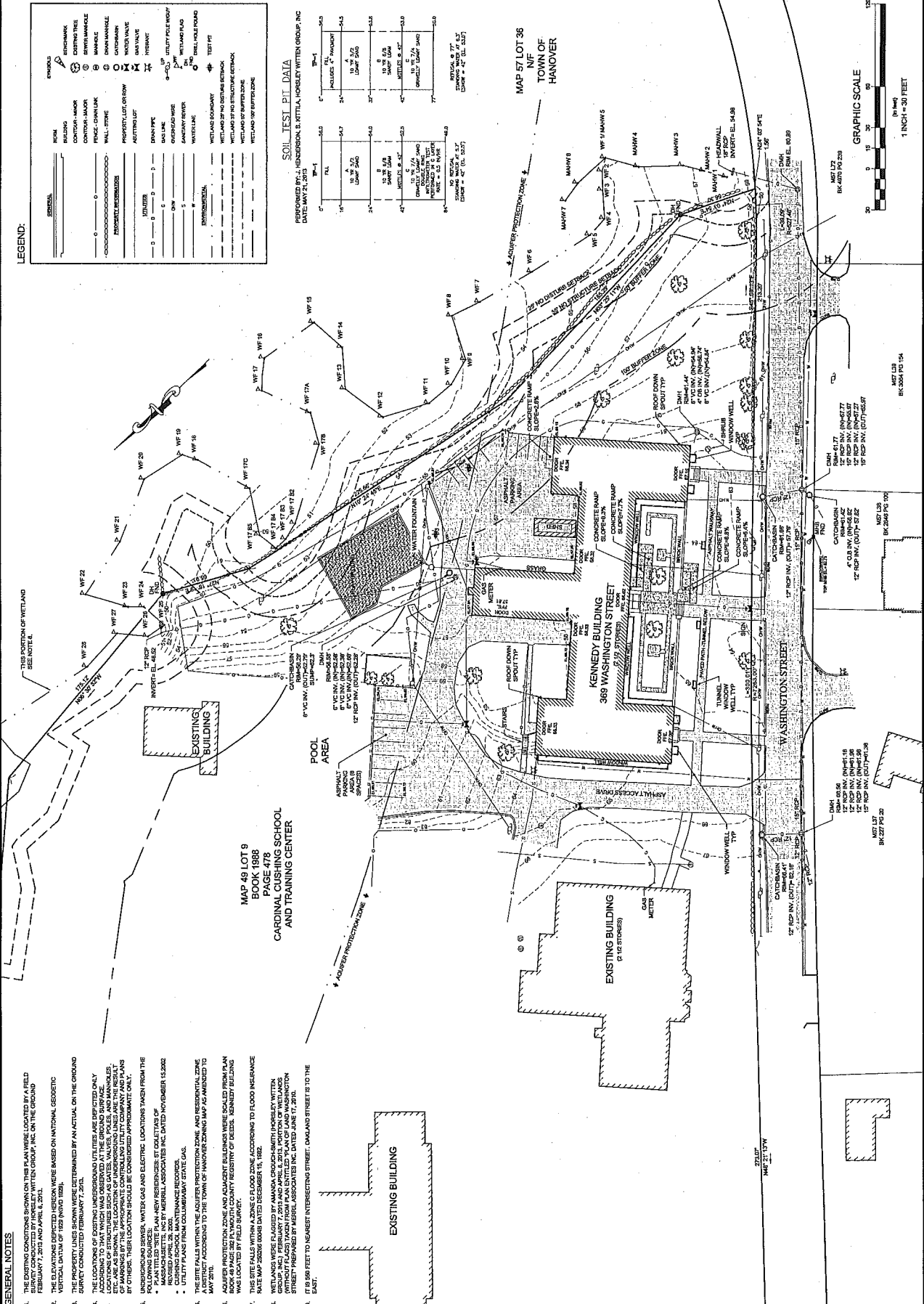
**Column Tm-2 (Right):**

- Depth 65-75 cm: Zone 6. Fossil range: *10 to 15* (65-75 cm).
- Depth 75-80 cm: Zone 7. Fossil range: *10 to 15* (75-80 cm).
- Depth 80-85 cm: Zone 8. Fossil range: *10 to 15* (80-85 cm).
- Depth 85-90 cm: Zone 9. Fossil range: *10 to 15* (85-90 cm).
- Depth 90-95 cm: Zone 10. Fossil range: *10 to 15* (90-95 cm).

MAP 57 LOT 36  
N/F  
TOWN OF  
HANOVER



- [illegible]









**Kennedy Building Apartments**

369 Washington Street

Assessors Map 49, Lot 009

Comprehensive Permit Application

Submitted to the Hanover Zoning Board of Appeals

September 4, 2013

**Stormwater Drainage Report**

The Stormwater Drainage Report will be submitted under separate cover to the Hanover Zoning Board of Appeals.







## **Kennedy Building Apartments**

369 Washington Street

Assessors Map 49, Lot 009

Comprehensive Permit Application

Submitted to the Hanover Zoning Board of Appeals

September 4, 2013

Parking Plan

The Applicant is proposing to redevelop the Kennedy Building into 37 units of residential rental housing – 8 1-BR units, 25 2-BR units and 4 3-BR units – and ancillary community and common area space plus approximately 4,855 square feet of health center space to be retained by the Cardinal Cushing Centers (“CCC”). In connection with the redevelopment of the Kennedy Building, the Applicant is proposing to create 33 on-site parking spaces, which will be located within the site/lease area controlled by the applicant and around the rear of the building. The 33 on-site parking spaces include 3 handicapped spaces. Additionally, through its ground lease with CCC, the Applicant will have the right to use an additional 30 parking spaces located in an existing, adjacent parking lot owned by CCC, as shown on the attached parking plan. These additional parking spaces will be available for residents and guests of the Kennedy Building and are located in close proximity and within easy walking distance to the Kennedy Building. As a result, the Kennedy Building will have a total of 63 parking spaces available for residents, guests and management of the Kennedy Building, which is anticipated to meet the parking needs of the development. In fact, as noted in the attached Memorandum from McMahon Associates (“Memorandum”), the 63 parking spaces are expected to provide an adequate number of parking spaces to accommodate the average hourly parking demand for the proposed residential units. Additionally, the design and layout of the parking spaces has been done in an effort to minimize traffic impacts and ensure the safety of residents. As noted in the Memorandum, the number of vehicles is not expected to impact traffic operations within the vicinity of the project site and adequate sight distances are available at the project site.



# Off-Site Parking Plan

## Kennedy Building

The applicant will create and own thirty-three (33) parking spaces as shown on the Site Plan.

The applicant will lease thirty (30) off-site parking spaces located within the existing parking lot.

Future Village Green containing walkways and access paths as part of Cushing Master Plan campus pedestrian access improvements

Kennedy Building  
Hanover MA

Site Plan



January 30, 2013

DEVELOPER : Cardinal Cushing School

ARCHITECT : The Architectural Team



tat | the architectural team





McMAHON ASSOCIATES  
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www.mcmtrans.com

## MEMORANDUM

PRINCIPALS  
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John S. DePalma  
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Casey A. Moore, P.E.  
Gary R. McNaughton, P.E., PTOE

ASSOCIATES  
John J. Mitchell, P.E.  
Christopher J. Williams, P.E.  
John F. Yacapsin, P.E.  
R. Trent Ebersole, P.E.

**TO:** David Aiken, Planning Office of Urban Affairs  
**FROM:** Gary McNaughton, P.E., PTOE  
**DATE:** April 18, 2013  
**RE:** Proposed Hanover 40B Traffic Assessment  
369 Washington Street  
Hanover, MA

McMahon Associates has conducted a traffic and parking assessment for the project site located at 369 Washington Street in Hanover, MA, known as the Kennedy Building at the Cardinal Cushing School. The proposed project would include the renovation of the existing Kennedy Building to contain 37 new residential units and the existing 4,500 square feet of health center and office space. There would be 33 parking spaces onsite and shared parking at the surface parking lot across Washington Street. This assessment includes a review of the existing conditions, the proposed project, including trip generation and distribution, and parking requirements. This memorandum documents our findings.

### *Existing Site Conditions*

The project site contains an existing building, referred to as the Kennedy Building, which is located at 369 Washington Street in Hanover. It currently houses administrative offices, classrooms, and a small health center related to the adjacent Cardinal Cushing School. The existing project site also provides approximately 15 parking spaces at the rear of the Kennedy Building. Access to the campus is provided via two driveways on Washington Street, the first driveway providing direct access to the Kennedy Building and the second driveway providing access to the Cardinal Cushing School as seen in Figure 1. The complex also includes two surface parking lot facilities located across Washington Street. The southernmost parking lot provides 87 parking spaces and the northernmost lot provides 85 parking spaces.

### Field Review

A site visit was conducted on Tuesday, March 26, 2013 to review operational characteristics of the site as well as parking and other general observations of the surrounding area. The two site driveways of the Cardinal Cushing School and the intersection of Washington Street at Rockland Street/Church Street were reviewed.



During the review, the site driveways were observed to operate well and safely. During the morning peak period, there are few vehicles exiting the site driveway and minimal delay occurs. Additionally, the through traffic volume along Washington Street is relatively low during the weekday morning peak period resulting in overall roadway operations well below capacity.

Adequate sight distance is available at each of the site driveways in both directions for the posted speed limit of 25 miles per hour along that segment of Washington Street. The American Association of State Highway and Transportation Officials (AASHTO) requirement for stopping sight distance for vehicles turning left and right is 240 feet and 280 feet, respectively. The available sight distance in either direction at the site driveway is approximately 500 feet, greatly exceeding the AASHTO requirements. Additionally, three crosswalks are provided across Washington Street, connecting the parking facilities to the Cardinal Cushing School, including the Kennedy Building with appropriate signage advising drivers of the upcoming crosswalk.

Observations of the parking facilities on the south side of Washington Street were conducted as part of the field review. Due to its more convenient location, the southern parking lot was observed to be approximately 75% full (approximately 20 remaining spaces) at 7:30 AM and nearly full at approximately 8:00 AM. Once the southern parking lot becomes fully occupied, vehicles begin to park in the northern parking lot which was observed to be approximately half full (approximately 40 remaining spaces) by 9:00 AM. The majority of people parking in each of the facilities were observed to be accessing the Cardinal Cushing School main building located at 405 Washington Street. There are also a limited number of parking spaces located adjacent to the Kennedy Building, however the majority of parking for the complex is located in the two lots across Washington Street.

Access between the project site and Route 53 is provided via two adjacent intersections: the intersection of Route 53 and the Cardinal Cushing School Driveway to the north and the intersection of Washington Street and Rockland Street/Church Street to the south. The intersection of the Cardinal Cushing School Driveway and Route 53 is an unsignalized intersection with the Cardinal Cushing School Driveway under stop control. Traffic volumes along the Cardinal Cushing School Driveway are low, resulting in acceptable traffic operations at this location. The intersection of Washington Street at Rockland Street/Church Street is also an unsignalized intersection with the southbound Washington Street approach and the northbound Church Street approach under stop control. The posted speed limit on Rockland Street and the western portion of Washington Street is 30 miles per hour. Observations conducted during the field visit indicate that traffic volumes at this location are relatively low and therefore do not create any traffic operational deficiencies.

#### Accident Data

Accident data for the study area intersections was obtained from MassDOT for the most recent three-year period available. This data includes complete yearly accident summaries for 2008-2010. A summary of the accident data is presented in Table 1. As seen in Table 1, one accident occurred at



each of the site driveway intersections between 2008 and 2010, neither of which resulted in injury. At the intersection of Washington Street at Rockland Street and Church Street, four accidents occurred over the three year period from 2008 to 2010, two of which resulted in personal injury. Overall, very few accidents have occurred at each study area intersection from 2008 to 2010, particularly at the site driveways. The accident data presented in Table 1 is not indicative of any safety deficiencies at the study area intersections.

**Table 1: Accident Data**

	Washington St. <u>at Site Drives</u>	Washington St. <u>at Church/Rockland St</u>	Route 53 at <u>C. Cushing School Dr.</u>
<b>Year</b>			
2008	1	3	0
2009	0	1	0
2010	<u>0</u>	<u>0</u>	<u>1</u>
<b>Total</b>	1	4	1
<b>Type</b>			
Angle	0	0	1
Rear-end	0	2	0
Sideswipe	0	0	0
Head-on	0	0	0
Other	<u>1</u>	<u>2</u>	<u>0</u>
<b>Total</b>	1	4	1
<b>Severity</b>			
Property Damage	0	2	1
Personal Injury	0	2	0
Fatality	0	0	0
Unknown	<u>1</u>	<u>0</u>	<u>0</u>
<b>Total</b>	1	4	1
<b>Weather</b>			
Clear	1	3	1
Cloudy	0	0	0
Rain	0	1	0
Snow	0	0	0
Ice	0	0	0
Sleet	0	0	0
Fog	0	0	0
Unknown	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total</b>	1	4	1
<b>Time</b>			
7:00 AM to 9:00 AM	0	1	0
9:00 AM to 4:00 PM	1	2	0
4:00 PM to 6:00 PM	0	0	1
6:00 PM to 7:00 AM	<u>0</u>	<u>1</u>	<u>0</u>
<b>Total</b>	1	4	1

Source: MassDOT



## ***Proposed Site Conditions***

### **Trip Generation**

The Kennedy Building is proposed to be renovated to include 37 residential units and maintain the existing 4,500 square feet of the health center and office space. In order to estimate the approximate number of trips expected to be generated as a result of the residential units, data provided by the Institute of Transportation Engineers (ITE) was consulted. ITE is a national research organization of transportation professionals and their publication, *Trip Generation, 9th Edition* provides traffic generation information for various land uses compiled from studies conducted by members nationwide. Vehicle trip estimates for the proposed residential units were developed based on data presented in this publication for Land Use Code 221 (Low-Rise Apartments). Table 2 displays the expected number of additional trips for the weekday morning, weekday afternoon and Saturday midday peak hours.

**Table 2: Trip Generation**

Land Use	WEEKDAY AM PEAK			WEEKDAY PM PEAK			SAT MIDDAY PEAK		
	In	Out	Total	In	Out	Total	In	Out	Total
Proposed Residential Units <sup>1</sup>	5	19	24	18	10	28	16	13	29

1. Based on 37 proposed residential units utilizing ITE's Land Use Code 221 (Low-Rise Apartment)

As seen in Table 2, the propose residential units would be expected to generate an additional 24 trips (5 entering trips and 19 exiting trips) during the weekday morning peak hour, 28 trips (18 entering trips and 10 exiting trips) during the weekday afternoon peak hour, and 29 trips (16 entering trips and 13 exiting trips) during the Saturday midday peak hour. Along Washington Street in the vicinity of the project site, this additional trip generation would result in approximately one additional vehicle along Washington Street every two minutes during the peak hours.

### **Trip Distribution**

It can be expected that the new vehicle trips entering and exiting the proposed site will follow the same traffic distribution pattern as those currently traveling on the existing roadways. Based on traffic volumes collected on Route 53 just north of the project site, greater than half the vehicle trips are expected to travel northbound to access Route 3 during the morning peak period and return southbound from Route 3 during the weekday afternoon peak period. Traffic volume data on Route 53 indicates that distribution of traffic to the north and south is approximately equal during the Saturday midday peak period.

Vehicles traveling to and from the north on Columbia Road (Route 53) and west on Route 139 are expected to do so via the Cardinal Cushing School driveway located just north of the project site. New vehicle trips traveling to the east on River Street or to the south on Columbia Road (Route 53) are expected to travel south on Washington Street and continue to their respective destinations.



The intersections within the vicinity of the project site are not expected to experience impacts to traffic operations due to the small number of additional vehicles accessing the proposed residential units. To the north, the intersection of Route 53 and the Cardinal Cushing School Driveway is expected to experience an increase of approximately one vehicle every three to four minutes during the peak hours accessing the proposed residential units. To the south, the intersection of Washington Street and Rockland Street/Church Street is expected to experience an even smaller increase in traffic resulting in approximately one vehicle every four to five minutes during the peak hours. Traffic volume increases of this magnitude and are not expected to have a noticeable impact on traffic operations at any of the study area intersections.

### *Parking*

The parking for the proposed building will be composed of 33 dedicated parking spaces adjacent to the building and pool area and 30 shared parking spaces in the southern parking lot across the street, resulting in a total of 63 parking spaces for use by the 37 proposed residential units. In order to estimate the parking demand of the proposed residential units, data provided in ITE's publication *Parking Generation, 4<sup>th</sup> Edition* has been reviewed. Table 3 summarizes the weekday peak parking demand and the breakdown of hourly parking demand for the proposed 37 residential units.

**Table 3: Parking Generation**

Land Use	Size Units	Weekday Peak Parking Demand
Low/Mid-Rise Apartment <sup>1</sup>	37 DU	46
Hour	Percent of Peak	Number of Spaces <sup>2</sup>
4:00:00 AM	100%	46
5:00:00 AM	96%	44
6:00:00 AM	92%	42
7:00:00 AM	74%	34
8:00:00 AM	64%	29
4:00:00 PM	44%	20
5:00:00 PM	59%	27
6:00:00 PM	69%	31
7:00:00 PM	66%	30
8:00:00 PM	75%	34
9:00:00 PM	77%	35
10:00:00 PM	92%	42
11:00:00 PM	94%	43

1. Weekday peak period parking demand based on 37 units utilizing Low/Mid-Rise Apartment (LU 221) Suburban land use code.
2. Approximate number of parking spaces in demand during various hours of an average weekday.



As shown in Table 3, the peak period parking demand on an average weekday is expected to be approximately 46 spaces for 37 proposed residential units. The 63 parking spaces proposed as part of the project are expected to provide a sufficient amount of parking for the parked vehicles associated with the 37 proposed residential units.

The *Parking Generation* handbook includes information regarding the hourly parking demand during an average weekday. The table above identifies the hourly percentage of the weekday peak parking demand for the proposed project and the resulting approximate parking demand for each hour.

The parking data provided in the *Parking Generation* handbook indicates that the 33 proposed parking spaces adjacent to the Kennedy Building should be able to accommodate parking associated with the residential units between the hours of 8:00 AM and 7:00 PM. Outside of those hours, the remaining vehicles associated with the residential units can utilize the 30 shared parking spaces proposed to be located in the southern parking lot across Washington Street.

During the field observations, the southern parking lot became fully occupied by approximately 8:30 AM. At this point, vehicles associated with the Cardinal Cushing School would begin to park in the northern parking lot, which by 9:00 AM was observed to be approximately half full. In order to accommodate the parking demand of the existing Cardinal Cushing School and the proposed residential project, the proposed 30 shared parking spaces would need to be vacated by the residential vehicles during the morning peak period. The northern parking facility will be able to provide sufficient parking during the turnover of the shared parking spaces. During the afternoon peak period, vehicles associated with the Cardinal Cushing School would need to vacate the shared parking spaces to provide sufficient parking for the proposed residential units. With this level of management, the shared parking spaces can effectively serve the school and the proposed residential units. The specific times for restricting the use of the parking spaces is suggested to be 9:00 AM and 6:00 PM, but the operations should be monitored and these times adjusted accordingly, if necessary.

### ***Overall Site Review***

The proposed project would include the renovation of the existing Kennedy Building to contain 37 new residential units and maintain the existing 4,500 square feet of health center and office space. The project includes 33 parking spaces adjacent to the Kennedy Building as well as 30 shared parking spaces located in the surface parking lot across Washington Street. The existing site driveways at the Cardinal Cushing School appear to operate well based on field observations and are expected to continue to do so with the proposed project in place. The proposed project is expected to generate an additional 24 vehicle trips (5 entering trips and 19 exiting trips) during the weekday morning peak hour, 28 vehicle trips (18 entering trips and 10 exiting trips) during the weekday afternoon peak hour, and 29 vehicle trips (16 entering trips and 13 exiting trips) during



the Saturday midday peak hour. This number of vehicles is not expected to impact traffic operations within the vicinity of the project site.

The 63 proposed parking spaces, both adjacent to the Kennedy Building and across the street, are expected to provide an adequate number of parking spaces to accommodate the average hourly parking demand for the proposed residential units. With the managed use of the 30 shared parking spaces proposed in the southern parking facility and the observed parking availability in the northern parking facility, the proposed shared parking supply is expected to be sufficient for both the existing Cardinal Cushing School and the proposed residential units.







# KENNEDY BUILDING APARTMENTS

## List of Requested Waivers, Exemptions and Permits Under Hanover's Local Regulations

To construct the proposed project, the applicant seeks the following: (1) local permits and approvals and (2) exceptions from or waivers of all local codes, bylaws, rules, regulations, permits and approvals, including, but not limited to, the following: †

REQUESTED ZONING WAIVERS		
Local Regulation	Requirement	Proposed
<b>General Bylaws, Section IV, 4-16 (Design Review Board)</b>	All commercial, industrial, public, multi-family, and institutional sites and buildings which are to be constructed or substantially altered shall be subject to review by the Design Review Board, regardless of their location in the Town.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>General Bylaws, Section VI, 6-5 (Removal and Storage of Earth Materials)</b>	No soil, loam, sand, gravel, or other material shall be removed from land in any zoning district within the Town without a permit from the Board of Selectmen.	The applicant is permitted to remove and fill earth materials on this property under "public use" as defined by the exemptions section of this bylaw. The applicant is permitted to construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>General Bylaws, Section VI, 6-9 (Sign Bylaw)</b>	No sign shall be erected, altered or enlarged until an application on the appropriate form furnished by the Sign Officer has been filed with the Sign Officer containing such information, including photographs, plans and scale drawings, as he may require, and a permit for such erection, alteration or enlargement has been issued by him. Such permit shall be issued only if the Sign Officer determines that the sign complies or will comply with all applicable provisions by this by-law.	The applicant is permitted to construct signage in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>General Bylaws, Section VI, 6-14 (Wetlands Protection Bylaw)</b>	No construction is permitted within wetlands or wetland buffer zones without first obtaining a permit from the Conservation Commission under the local wetlands bylaw.	The applicant will obtain any necessary permits under the Massachusetts Protection Act (WPA), MGL Chapter 131, Section 40 and 310 CMR 10.
<b>General Bylaws, Section VI, 6-15 (Water Resource Protection Bylaw)</b>	Before a building permit may be issued in the case of new construction or before any change of use of any parcel of land within the district, a certificate of compliance shall be obtained from the Board of Public Works in accordance with this by-law.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>General Bylaws, Section VI, 6-18 (Fees)</b>	License, certificate and permit fees.	The applicant shall not be required to pay any application or review fees.
<b>Zoning Bylaws, Section 4.420</b>	When any change, expansion or alteration takes place so as to require an application for Special Permit and/or Site Plan Approval, all pre-existing non-conformances other than uses, structures and lots shall be brought into compliance with the provisions of the then current Zoning Bylaw.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.



KENNEDY BUILDING APARTMENTS

REQUESTED ZONING WAIVERS		
<b>Zoning Bylaws, Section 5.200</b>	No site preparation work, including tree removal, shall begin until approval of a definitive subdivision plan and/or site plan (if either or both is/are required) and all other required permits have been secured.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 5.500 (Storage or Utility Trailers)</b>	No area in any zoning district shall be occupied or used by a trailer or mobile home for a period of time in excess of thirty (30) days during any one (1) calendar year, unless a permit for the trailer or mobile home has been issued by the Zoning Board of Appeals, acting as the Permit Granting Authority, for a period of time of not more than one (1) year.	The applicant may use a construction trailer or trailers on site for the duration of construction in order to provide contractor office space and to allow for the marketing and sale of units in the project.
<b>Zoning Bylaws, Section 5.700</b>	Any portion of a lot which is located in a wetlands resource area or in a Well Protection Zone shall not be used to meet any of the dimensional regulations of Section 7	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 5.870 (Common Drives)</b>	In the Residence A District, common drives providing access to more than one lot shall not be allowed or permitted except by Special Permit from the Planning Board pursuant to this Section.	A common drive currently exists providing access to other leased areas on the property. The applicant is requesting the continued use of the so-called "common drive" to access the development, in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6 &amp; 6.000 – Residence A District (Use Regulations)</b>	Any use not specifically enumerated in this Section shall not be allowed or permitted in any zoning district within the Town.	The applicant may construct the proposed multi-unit residential project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.820.A. (Special Permit Granting Authority)</b>	The Hanover Planning Board shall be the Special Permit Granting Authority for purposes of this Section.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.820.D. (CWQC for uses in WRPD)</b>	Whenever Site Plan Approval is required in the Water Resource Protection District, the applicant shall have obtained a Certificate of Water Quality Compliance from the Board of Public Works.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.820.E. (Requirements for use in WRPD)</b>	All Uses Allowed and Uses Permitted by Special Permit within the Water Resource Protection District shall be required to satisfy all provisions of the regulations promulgated by the Board of Public Works and by the Board of Health as those regulations pertain to water quality and	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.



KENNEDY BUILDING APARTMENTS

REQUESTED ZONING WAIVERS		
<b>Zoning Bylaws, Section 6.820.F. (Consultant Review)</b>	Whenever construction of any type is proposed within the Water Resource Protection District, in addition to, and in conjunction with, the issuance of a Certificate of Water Quality Compliance referenced in Subsection D., above, Engineering Plan Review and/or Engineering Construction Review may be required when deemed necessary by the Board of Public Works. Oversight of any such review shall be borne by the applicant in accordance with regulations promulgated by the Board of Public Works.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.840.M. (Septic Systems &amp; Waste Water Treatment Plants)</b>	Prohibited Uses: Individual sewage disposal systems that are designed in accordance with 310 CMR 15.00 to receive more than one hundred and ten (110) gallons of sewage per day per quarter acre under one (1) ownership, or four hundred and forty (440) gallons of sewage per day on any one (1) acre under one ownership, whichever is greater, except the replacement or repair of an existing system that will not result in an increase in design capacity above the original design, except as may be ordered by the Board of Health, and specifically 314 CMR 5.10(3)(a), (b) and (c).	The individual sewage disposal system will be constructed outside of the Aquifer Protection Zone. The applicant may construct the proposed project (which may include a septic system or Waste Water Treatment Plant) in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.850 (Uses Allowed in an Aquifer Protection Zone)</b>	Conversion of existing structures to Multi-Unit Residential Development is not specifically listed or enumerated as an allowed use.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.860.B.1. (Uses Permitted by Special Permit in an Aquifer Protection Zone)</b>	Special Permit required for "Any use not otherwise allowed or permitted which can satisfy the requirements of the regulations promulgated by the Board of Public Works and the Board of Health for the district and can satisfy all other applicable Bylaws, provided that said use is either allowed or permitted in the underlying zoning district.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.860.B.4. (Uses Permitted by Special Permit in an Aquifer Protection Zone)</b>	Special Permit required for "Earth removal and mining of land for on-site and/or off-site use, however, in no case shall said excavation be allowed closer than six (6) feet above the maximum high ground water elevation as determined by the Planning Board."	The applicant may construct the proposed project (which may include the construction of a parking and stormwater management systems) in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 6.860.B.5. (Uses Permitted by Special Permit in an Aquifer Protection Zone)</b>	Special Permit required for "any new single family residential structure, multi-family structure, or non-residential structure, or any expansion of a non-residential or multi-family structure involving the retention of less than forty percent (40%) of the entire lot in a naturally vegetated state, or greater than fifteen percent (15%) impervious surface area over the entire lot, provided that rainfall shall be redirected for artificial recharge on the same lot."	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.



KENNEDY BUILDING APARTMENTS

REQUESTED ZONING WAIVERS		
<b>Zoning Bylaws, Section 7 &amp; 7.010.A. &amp; Table 7-1 (Dimensional Regulations)</b>	The following requirements apply to Dimensional Regulations in all zoning districts: No structure shall be erected and no use shall be established and no site shall be developed except in conformance with the Dimensional Regulations depicted in Table 7-1 and/or further described or delineated in Section 7, below.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 7.100 (Height Restriction)</b>	The height of any building or structure shall not exceed thirty-five (35) feet at any face measured from the average grade for each such face, and shall not exceed three (3) stories above the average grade at the foundation lines.	The existing building height of 40.6' remains unchanged. The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 7.410 Front, Side and Rear Setbacks</b>	In all zoning districts, minimum front, side and rear setbacks shall be as depicted in Table 7-1.	The applicant provides a 46.2' setback not the required 50'. This is consistent with the setback currently provided to the existing building. The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 7.520 (Maximum Lot Coverage)</b>	Residence A District: Maximum lot coverage of land by structures, accessory structures, and paving shall not exceed thirty percent (30%) of the lot area except that within the Aquifer Protection Zone, no lot shall include an impervious area in excess of fifteen percent (15%) of the lot area nor retain less than forty percent (40%) of lot area in an undeveloped state, without redirecting surface water/stormwater runoff to recharge facilities and provided that a Special Permit is obtained in an Aquifer Protection Zone in accordance with Section 6.860B. of this Bylaw.	The lot coverage remains the same as the existing conditions. The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 7.650 (Size of Parking Spaces)</b>	Parking spaces shall be no smaller than ten (10) feet in width by twenty (20) feet in length in accordance with Section 9.110E. except as may be exempted by Section 9.040A.	The applicant provides parking spaces which are nine (9) feet in width and eighteen (18) feet in length. The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 8 &amp; 8.220 (Landscaping &amp; Buffers)</b>	A landscape plan shall be prepared by a Registered Landscape Architect.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.



# KENNEDY BUILDING APARTMENTS

REQUESTED ZONING WAIVERS		
<p><b>Zoning Bylaws, Section 9 &amp; 9.010 &amp; Table 9-1 (Parking &amp; Loading Requirements)</b></p>	<p>Requirements for off-street parking and loading areas in all Zoning Districts shall be as specified in Table 9-1 and this Section. These requirements shall be met for all new construction or when added demand is created by expansions, additions, or changes in existing uses. Adherence to these and all other requirements of this Bylaw shall be shown on a Site Plan submitted to and approved by the Planning Board, acting as the Special Permit Granting Authority. The specifications below shall be construed as minimum requirements. The Board may impose greater requirements relative to a specific site if in the opinion of the Board such may be necessary due to lot configuration, traffic issues, topography, public safety and similar criteria.</p>	<p>The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.</p>



KENNEDY BUILDING APARTMENTS

REQUESTED ZONING WAIVERS		
<b>Zoning Bylaws, Section 9.200 (Parking Area Plantings)</b>	Parking areas containing ten (10) or more parking spaces shall have a minimum of one (1) tree per eight (8) (or fractions of eight) parking spaces and such trees shall be located within the paved parking area. Such trees shall have a minimum three (3) inch caliper at diameter breast height (dbh) when planted and there shall be a minimum of sixty (60) square feet of seeded or landscaped permeable surface area per tree. When parking areas contain twenty-five (25) or more spaces, a minimum of five percent (5%) of the parking area shall be maintained with landscaping, including trees as above, in plots of a minimum of eight (8) feet in width.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 10 &amp; 10.000 &amp; 10.100 &amp; 10.200 &amp; 10.300 (Site Plan Approval: Purpose &amp; Applicability, Contents, Criteria, Procedure)</b>	A detailed Site Plan Review and Approval is required for the proposed construction and use pursuant to Section 10 of the Hanover Zoning Bylaw.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 10.150 (Architectural Design Review)</b>	An Architectural Design Review and Approval is required for the proposed construction and use pursuant to this Section of the Hanover Zoning	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the
<b>Zoning Bylaws, Section 11 &amp; 11.100 &amp; 11.200 (Mitigation of Development Impacts)</b>	Mitigation shall be required for projects which exceed the threshold criteria of Section 10.030 of this Bylaw and for projects which have an impact upon the infrastructure of the Town in accordance with this Section. Applications shall be accompanied by a Development Impact Statement. Applications shall be accompanied by an Environmental Impact Statement.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 12.020 (Building Permits)</b>	No permit shall be granted for construction, alteration, relocation or use of any building, structure or premises in violation of any	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the
<b>Zoning Bylaws, Section 12.050 (Building Permits)</b>	The Building Inspector may issue a Building Permit only after he/she has viewed the premises and determined that the contemplated use, change, construction or alteration shall not	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.
<b>Zoning Bylaws, Section 12.100 (Occupancy Permits)</b>	No building or structure shall hereafter be erected, altered, relocated or otherwise used, and no change shall be made in the use of any building or structure or of any parcel of land, unless an Occupancy Permit signed by the Building Inspector has been granted to the owner or occupant of such land, building or structure. Such permit shall not be granted unless the proposed use of the land, building or structure and all accessory uses comply in all respects with the provisions of this Bylaw, and no use shall be made of such land, building or structure except the use or uses authorized by such Occupancy Permit.	The applicant may construct the proposed project in accordance with the approved plans and subject to the conditions specified in the Comprehensive Permit.



# KENNEDY BUILDING APARTMENTS

REQUESTED ZONING WAIVERS		
Hanover Board of Health Title V Supplementary Regulations for Wastewater (Septic Systems)	This project must comply with the Board of Health's supplementary "Rules and Regulations" for the "Disposal of Wastewater" in the Town of Hanover, Massachusetts.	The project shall comply with all applicable state requirements relative to the treatment of wastewater.
Hanover Board of Health Hanover Well Regulations (Use of Wells & Well Water)	This project must comply with the Board of Health's "Hanover Well Regulations."	The project will be supplied by town water

† Any and all other local permits and approvals and/or exceptions from or waivers of all local codes, bylaws, rules, regulations, permits and approvals deemed relevant.

To the extent that the Project requires additional local approvals, exemptions and waivers not expressly set forth above, the Applicant requests that such additional local approvals, exemptions and waivers be granted to the extent necessary to complete the Project as shown on the Project Plans, as they may be amended throughout the hearing process.







## **Kennedy Building Apartments**

369 Washington Street

Assessors Map 49, Lot 009

Comprehensive Permit Application

Submitted to the Hanover Zoning Board of Appeals

September 4, 2013

### **Project Eligibility Letter**

The Project Eligibility Letter will be submitted under separate cover upon receipt from the Massachusetts Housing Finance Agency.







CERTIFICATE OF ORGANIZATION  
OF  
KENNEDY BUILDING LLC

Pursuant to the Massachusetts Limited Liability Company Act, the undersigned hereby forms a limited liability company with the following terms:

1. Federal Employer Identification Number. As of the date hereof, Kennedy Building LLC has applied for, but not yet received, a Federal employer identification number.
2. Name. The name of the limited liability company is Kennedy Building LLC (the "LLC").
3. Office of the LLC. The address of the office of the LLC in the Commonwealth for purposes of the Act is c/o Planning Office for Urban Affairs, Inc., 84 State Street, Suite 600, Boston, MA 02109.
4. Business of LLC. The purpose of the LLC is to (i) acquire (by purchase, lease or otherwise), hold, own, develop, redevelop, manage, construct, invest in, subdivide, improve, operate, maintain, assign, sell, convey, lease, mortgage, hypothecate, dispose of and otherwise deal with real estate or interests in real estate, directly or through one or more partnerships, limited partnerships, trusts, corporations, or other entities, whether or not wholly or majority-owned; to serve as a general and/or limited partner of partnerships and (ii) engage in any activities or exercise any powers permitted to limited liability companies under the laws of the Commonwealth of Massachusetts that are incident, necessary and/or appropriate to accomplish any of the foregoing.
5. Date of Dissolution. The company has no specified date of dissolution but shall exist in perpetuity unless dissolved earlier pursuant to the operating agreement of the LLC or pursuant to the Act.
6. Name and Address of Resident Agent. The name and address of the resident agent of the LLC in the Commonwealth of Massachusetts for service of process is William H. Grogan, Planning Office for Urban Affairs, Inc., 84 State Street, Suite 600, Boston, MA 02109. William H. Grogan consents to the appointment of Resident Agent.
7. Manager. The Manager of the LLC on the date of its organization for the purposes of the Act is Planning Office for Urban Affairs, Inc., 84 State Street, Suite 600, Boston, MA 02109.
8. Execution of Documents. The Planning Office for Urban Affairs, Inc. is authorized to execute documents to be filed with the Secretary of the Commonwealth.
9. Recordable Instruments Affecting Real Property. The Planning Office for Urban Affairs, Inc. is authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property of the LLC under Section 66 of the Act.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts state herein are true as of the 3 day of April, 2013.

  
\_\_\_\_\_  
William Grogan, Authorized Person

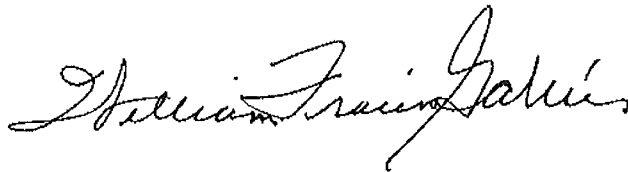


THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

April 04, 2013 02:25 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



20M-6-44-93532

**The Commonwealth of Massachusetts**

~~JOHN F. X. DAVOREN~~ JOHN F. X. DAVOREN  
Secretary of the Commonwealth

**The Commonwealth of Massachusetts**

JOHN F. X. DAVOREN

G. D. 180 (Rev.) 15M-1-67-944508

**The Commonwealth of Massachusetts**

~~JOHN F. X. DAVOREN~~ JOHN F. X. DAVOREN  
Secretary of the Commonwealth  
STATE HOUSE  
BOSTON, MASS.

**ARTICLES OF ORGANIZATION**

We, (Rev.) Michael F. Groden, President David F. Dalton, Treasurer,  
Vincent A. Fulmer, Clerk and Secretary, and David F. Dalton, Vincent A.  
Fulmer, Michael F. Groden, Leonard D. McCarthy, Faine McMullen, David  
S. Nelson and Robert E. O'Brien

being a majority of the directors (or officers having the power of directors)  
of Planning Office for Urban Affairs, Inc.

electd at its first meeting, in compliance with the requirements of General Laws, Chapter 180,  
Section 3, hereby certify that the following is a true copy of the agreement of association to form  
said corporation, with the names of the subscribers thereto:

We, whose names are hereto subscribed, do, by this agreement, associate ourselves with the  
intention of forming a corporation under the provisions of General Laws, Chapter 180.

The name by which the corporation shall be known is  
Planning Office for Urban Affairs, Inc.

The location of the principal office of the corporation in Massachusetts is to be the Town of  
City of Boston, 7 Marshall Street

The purposes for which the corporation is formed are as follows:

To design, develop and articulate plans for the future role of  
the Archdiocese of Boston in urban affairs; to develop programs of an  
educational nature to effectuate the aforesaid plans; and to encourage and  
promote co-operation and mutual assistance through the exchange of ideas  
among all organizations and individuals that work towards the improvement  
of urban communities; and to buy, sell, hold, lease, rent, mortgage or  
otherwise deal in real estate or personal property as required to accomplish  
the foregoing purposes.

(Continued on attached sheet "A")



100, 100-6-64-938112

The Commonwealth of Massachusetts

JOHN F. X. DAVOREN  
Secretary of the Commonwealth

The Commonwealth of Massachusetts

JOHN F. X. DAVOREN

(If seven days' notice is waived, fill in the following waiver.)

We hereby waive all requirements of the General Laws of Massachusetts for notice of the first meeting for organization, and appoint the 21st day of June, 1969, at 10:00 o'clock A. M. at Scituate, Massachusetts

as the time and place for holding such first meeting.

IN WITNESS WHEREOF we hereto sign our names, this 21st day of June, 1969

(Type or plainly print the name and address of each incorporator in space below.)

NAME	RESIDENCE Give Number and Street, City or Town
David F. Dalton	145 Pinckney Street, Boston
Vincent A. Fulmer	26 Kimball Road, Arlington
Michael F. Groden (Rev.)	85 Regent Street, Boston
Leonard D. McCarthy	6 Durant Road, Wellesley
Faine McMullen (Sr.)	885 Centre Street, Newton
David S. Nelson (Esq.)	42 Munroe Street, Boston
Robert E. O'Brien	62 Norfolk Road, Arlington

The first meeting of the subscribers to said agreement was held on June 21, 1969, in the year 1969



**The Commonwealth of Massachusetts**

**JOHN F. X. DAUGREY**  
*Secretary of the Commonwealth*

**The Commonwealth of Massachusetts**

**JOHN F. X. DAUGREY**

A

Provided, however, that no part of the net earnings or assets of the corporation shall be used except in furtherance of the purposes for which it is formed and that no substantial part of the activities of this corporation shall be the carrying-on of propaganda or otherwise attempting to influence legislation, and no part of the net earnings or assets of this corporation shall inure, upon dissolution or at any other time or under any other circumstances to the benefit of the incorporators or any member or director of this corporation, or any other person except as reasonable compensation for services actually rendered in furtherance of its purposes, and provided further, that this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign in behalf of or in opposition to any candidate for public office; and in general to do all things necessary and proper to carry out the aforesaid purposes and to have and exercise all of the powers conferred by the Commonwealth of Massachusetts upon corporations created under the General Laws of the Commonwealth of Massachusetts, Chapter 180, as said General Laws may now or hereafter be amended.



# The Commonwealth of Massachusetts

JOHN F. X. DAVOREN  
Secretary of the Commonwealth

# The Commonwealth of Massachusetts

JOHN F. X. DAVOREN

The name, residence, and post office address of each of the officers of the corporation is as follows:

	NAME	CITY OR TOWN OF RESIDENCE <small>Actual place of domicile must be given</small>	POST OFFICE ADDRESS <small>HOME OR BUSINESS</small>
President	Michael F. Groden	85 Regent Street, Roxbury,	same
Treasurer	David F. Dalton	145 Pinckney Street, Boston,	same
Clerk	Vincent A. Fulmer	26 Kimball Road, Arlington,	same
Secretary			

Directors (or officers having the power of directors)

David F. Dalton, Boston, 145 Pinckney Street ( Boston, Mass. 02114)  
 Vincent A. Fulmer, Arlington, 26 Kimball Road ( Arlington, Mass. 02172 )  
 Michael F. Groden, ~~XXXXXXXX~~ Boston, 25 Regent Street ( Roxbury, Mass. 02119 )  
 Leonard D. McCarthy, Wellesley, 8 Durant Road ( Wellesley, Mass. 02181 )  
 Faine McMullen, Newton, 885 Centre Street ( Newton, Mass. 02159 )  
 David S. Nelson, Boston, 42 Munroe Street ( Roxbury, Mass. 02119 )  
 Robert E. O'Brien, Arlington, 82 Norfolk Road ( Arlington, Mass. 02172 )

We, being a majority of the directors of  
 Planning Office for Urban Affairs, Inc. (Name of Corporation)

do hereby certify that the provisions of sections eight and nine of Chapter 183 relative to the calling and holding of the first meeting of the corporation, and the election of a temporary clerk, the adoption of by-laws and the election of officers have been complied with.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we hereto sign our names  
 this 21st day of June, 1968

(President, Treasurer, Clerk or Secretary, and majority of Directors or of Board, sign in space below.)

Michael F. Groden  
 Vincent A. Fulmer  
 David F. Dalton  
 Leonard D. McCarthy  
 David S. Nelson  
 Robert E. O'Brien

Faine McMullen



100, 104-6-64-930117

The Commonwealth of Massachusetts

KEVIN J. DAVOREN  
Secretary of the Commonwealth

9487

The Commonwealth of Massachusetts

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION  
GENERAL LAWS, CHAPTER 180

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles and cause them to be recorded and filed when validated.

RECEIVED  
\$25 CK.

ATTC 4 1969

CORPORATION DIVISION  
SECRETARY'S OFFICE

*John F. Davoren*  
Secretary of the Commonwealth

CHARTER TO BE SENT TO

Michael A. Laurano, Esquire  
Crane, Inker & Oteri  
20 Ashburton Place  
Boston, Massachusetts 02108

227,4882

CHARTER MAILED 10-8-69  
DELIVERED

NOTIFICATION SENT TO Boston, Arlington, Newton and  
Wellesley 8-19-69

A TRUE COPY ATTEST

*William Francis Calvin*  
WILLIAM FRANCIS CALVIN  
SECRETARY OF THE COMMONWEALTH

5/16/65  
DATE



**Internal Revenue Service**

District  
Director

**Department of the Treasury**

35 Tillary St., Brooklyn, NY 11201

Date: **APR 25 1990**

Planning Office for Urban Affairs  
25 Union Street  
Boston, MA 02108  
Attn: Chris Ravenscroft, Esq

Person to Contact:  
Clifton G. Belnavis  
Contact Telephone Number:  
(718) 780-4501  
Re: 23-7089722


Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Planning Office for Urban Affairs.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

  
Eileen Jannazzo  
District Disclosure Officer

Name of Organization: Planning Office for Urban Affairs, Inc.

Date of Exemption Letter: November, 1970

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code section.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.





EOC-EL-70-779

**US Treasury Department**

Date:

In reply refer to:

NOV 10 1970

AU:EC:W

**District Director  
Internal Revenue Service**

JFK Federal Bldg., Boston, Mass. 02203

Planning Office For Urban Affairs, Inc.  
7 Marshall Street  
Boston, Mass. 02108

Gentlemen:

Purpose: Charitable

Accounting Period Ending: December 31

This refers to your application for exemption under section 501(c)(3) of the Code.

Pending issuance of regulations under section 509 of the Code, we are unable to make a determination as to whether you are a private foundation as defined in that section. Upon issuance of the regulations we will evaluate your application and make a determination as to whether you are a private foundation.

Based on information supplied, and assuming your operations will be as stated in your exemption application, we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Any change in your purposes, character, or method of operation must be reported to the District Director, address shown above which is your key district for exempt organization matters, so he may consider the effect of the change on your exempt status. You must also report any change in your name and address.

You are required to file the annual return, Form 990, on or before the 15th day of the 5th month after the end of your annual accounting period. Failure to file the Form 990 by this date may subject you to a penalty of \$10 for each day during which such failure continues, up to a maximum of \$5,000.







POUA Holdings LLC  
84 State Street, Suite 600  
Boston, MA 02109

February 21, 2013

JoAnn Simons  
President and CEO  
Cardinal Cushing Centers, Inc.  
405 Washington Street  
Hanover, MA 02339

**RE: Letter of Intent**  
**Kennedy Building, 369 Washington Street, Hanover, MA**

Dear Ms. Simons:

This letter of intent ("Letter of Intent") sets forth the basic terms under which POUA Holdings LLC ("Lessee") proposes to ground lease from the Cardinal Cushing Centers, Inc. ("Lessor") and the Lessor proposes to ground lease to the Lessee (i) all of the Lessor's right, title, and interest in the real property owned by it and described above, as generally shown on the plan attached hereto as Exhibit A (the "Real Property"), which Real Property shall be more accurately defined during the Due Diligence Period, as defined below and (ii) all of the Lessor's rights, title, and interest in any and all of the currently existing improvements, appurtenances, rights, privileges and easements benefiting such Real Property and personal property attached or appurtenant to, or used in connection with, the Real Property (collectively, the "Rights") (or a shared interest in the Rights to the extent such Rights benefit the Real Property as well as other property of Lessor) (collectively, (i) and (ii) together are the "Property"). To the extent the Project entails the use of the existing driveway abutting the Real Property, arrangements for the shared use of said driveway shall be agreed upon during the Due Diligence Period.

It is the intent of the parties that except for the agreement of the parties to negotiate in good faith as set forth in Paragraph 1 and the confidentiality provisions of Paragraph 14, this Letter of Intent be a non-binding agreement pending execution of the Agreement, as hereinafter defined. It is our expectation that within thirty (30) days following the acceptance of this Letter



of Intent, both parties would execute a mutually acceptable binding Agreement to Enter Ground Lease ("Agreement") consistent with the terms, conditions and provisions set forth herein. In summary, the proposed transaction would be as follows:

1. Agreement to Enter Ground Lease: The parties shall negotiate in good faith toward execution of a mutually acceptable binding Agreement within 30 days following acceptance of this Letter of Intent, such Agreement to incorporate the terms, conditions and provisions set forth herein.
2. Rent and Term of Ground Lease: At Closing (as hereinafter defined), the parties shall enter into a ground lease for the Property (the "Ground Lease"), such Ground Lease to be mutually acceptable to Lessor and Lessee and consistent with the terms of this Letter of Intent and the Agreement. The form and content of the Ground Lease shall be agreed to prior to December 31, 2013. The rent under the Ground Lease shall be a one-time payment of \$1,184,000 payable by Lessee at Closing. The term of the Ground Lease shall be for 99 years (the "Term"). The Lessee shall also be responsible for all expenses pertaining to the Property, including, without limitation, any real estate taxes attributable to the Health Center, as hereinafter defined. The Ground Lease shall be in a form that is financeable by the Lessee and shall be subject to the approval of the lenders and equity investors providing financing and/or equity to Lessee (collectively, the "Project Lenders") in connection with the Project (as hereinafter defined), and the Lessor agrees to execute such other certificates, documents and agreements as are reasonably requested by the Project Lenders in connection with the execution and delivery of the Ground Lease. A notice of the Ground Lease will be recorded with the Plymouth County Registry of Deeds.
3. Deposit: Upon execution of the Agreement, the Lessee will deposit \$8,000 (the "Deposit") in an account with an escrow agent mutually acceptable to Lessee and Lessor ("Escrow Agent"). Until the expiration of the Due Diligence Period (as defined below), the Deposit, together with all interest earned thereon, will be fully refundable to Lessee. If Lessee has not exercised its right to terminate the Agreement prior to the expiration of the Due Diligence Period, the Deposit shall be non-refundable, except in the event of a Lessor default, casualty or condemnation as provided in the



Agreement. If the Lessee does not enter into the Ground Lease after the expiration of the Due Diligence Period for whatever reason, other than for a Lessor's default, inability of Lessor to satisfy its conditions to Closing, casualty or condemnation as provided in the Agreement, or for no reason whatsoever, the Deposit shall be released to the Lessor as total liquidated damages, and Lessor shall have no other or further remedy, at law or equity, for any damages incurred by Lessor as a result of Lessee's failure to enter into the Ground Lease.

4. Due Diligence Period: The Property shall be delivered in "as is" condition; without limitation, Lessee agrees not to seek any reduction in the Ground Lease rent due to the existence of asbestos in the building on the Property. Lessee is evaluating the Property for the potential redevelopment into an approximately 37-unit residential development with affordability restrictions sufficient to allow the Lessee to obtain Low Income Housing Tax Credits and/or a comprehensive permit, with an approximately 4,885 square foot health center on the ground level (the "Health Center"), community space and other ancillary space, including approximately 15 parking spaces (the "On-Site Parking") and upgrades to the existing wastewater treatment plant owned by Lessor to enable it to support the Project (the "WWTP"; collectively, the "Project"). Lessee shall have a due diligence period, continuing for 150 days following the date of the Agreement (the "Due Diligence Period"), to determine, in its sole discretion, that the Property is suitable for the intended use including, without limitation, evaluating the physical and structural condition of, and economic prospects for, the Property; examining title to the Property; conducting an evaluation of the WWTP and the required upgrades necessary to the WWTP to support the Project; conducting an historic review and environmental and hazardous waste site assessment; and conducting other such analyses, tests and engineering studies as may be deemed necessary or desirable to determine the acceptability of the Property; and such other matters as the Lessee shall determine in its sole discretion. Not later than ten (10) business days after the date of the Agreement, Lessor agrees to provide Lessee, without representations, copies of the following information to the extent any of the same is in Lessor's possession or the possession of its agents and/or consultants: title insurance policies and other title materials, surveys and other property plans, hazardous waste site assessment reports,



environmental site assessment reports, asbestos surveys, lead-based paint surveys, WWTP inspection reports, and all permits and approvals associated with the Property and any of its improvements, and other similar information relating to the Property. In addition, throughout the Due Diligence Period and thereafter until the Closing, Lessee and its agents and employees shall have the right, at Lessee's sole risk, to enter upon the Property for the purpose of making tests and inspections of the same. No inspection or testing involving any soil or groundwater sampling, other penetration of the surface of the Property, or other physical disturbance of any portion of the Property shall be conducted without Lessor's prior written approval of the specific inspection or test, such approval not to be unreasonably withheld, conditioned or delayed, and only after indemnifications and evidence of insurance reasonably satisfactory to Lessor are provided.

Prior to Lessee undertaking any subsurface investigation at the Property, Lessee shall establish the location of all underground utility lines and facilities through an underground utility location service or by other means approved by Lessor, such approval not to be unreasonably withheld, delayed or conditioned. Lessee shall keep all equipment and installations used by Lessee in connection with such subsurface investigative activities, including the well caps to any testing or monitoring wells, locked or otherwise secured during all times when Lessee does not require access to such equipment and installations. Lessee shall promptly provide Lessor with diagrams showing the locations of all soil borings made by Lessee, and with "as-built" drawings of any testing or monitoring wells installed by Lessee.

Lessee shall promptly remove from the Property and properly dispose of all soils, groundwater and other materials generated by Lessee in connection with such drilling, testing or monitoring activities in accordance with hazardous materials laws and all permits, licenses and requirements of and from governmental authorities. The Agreement shall specify the party responsible for signing any hazardous materials manifests and other documents required in connection with the removal or disposition of hazardous materials as the "generator" of such materials. Prior to the expiration of the Due Diligence Period, Lessee shall remove from the Property all equipment and installations used by Lessee, shall properly fill, compact and level all ditches, depressions and excavations, and remove and dispose of all debris resulting therefrom, and shall otherwise cause the



affected portions of the Property to be returned as nearly as possible to their original gradient and condition, all in accordance with hazardous materials laws and all other governmental requirements.

Lessee shall have the right to terminate the Agreement at any time during the Due Diligence Period, for any other reason or no reason, by giving Lessor written notice on or before the expiration of the Due Diligence Period, in which event the Deposit shall be forthwith refunded to Lessee, and thereupon the Agreement shall become void and without recourse to the parties hereto.

5. Development of Project. Lessor and Lessee agree that Lessee shall cause the Project, including, without limitation, the upgrades to the WWTP as necessary to support the development and operation of the Project (the "Project WWTP Upgrades"), to be constructed and developed pursuant to the Ground Lease. Lessee shall submit to Lessor's for its prior approval, such approval not to be unreasonably withheld, conditioned or delayed, the site plan for the Project, plans showing the exterior finishes for the Project, and plans of the interior of the Health Center, and any material revisions to any of the foregoing. Lessee shall not permit any development or construction on the Real Property, or change the legal status of Property, except as contemplated by the Ground Lease or as otherwise specifically approved in writing by Lessor. During the Term, the Project and all other improvements on the Real Property paid for by Lessee shall be owned by Lessee. Upon the expiration or earlier termination of the Ground Lease, the Project and all other improvements on the Real Property shall become the property of Lessor.

a. Use of Property. The Property shall be used and occupied only for the purpose of the development, operation, use, repair and maintenance of the Project.

b. Lease Back of Space and Access to Community Room. In connection with the Project, the Lessee shall provide a "vanilla-box" fit-out of the Health Center, with such fit-out to include painting, carpeting and delivery of a condition ready to receive finishes, which will be provided by Lessor at Lessor's expense, such fit-out scope of work to be more defined in the Agreement and mutually acceptable to Lessee and Lessor. Upon



completion of the Project, the Lessee shall sublease back the Health Center to Lessor for \$1 in rent and for a term coterminous with the Ground Lease. Lessor shall be responsible for payment of all utility costs attributable to the Health Center and shall be responsible for providing insurance typically provided in similar lease arrangements, such insurance to be mutually acceptable to Lessee and lessor. Lessee shall use commercially reasonable efforts to cause the Project Lenders to provide a subordination, non-disturbance and attornment agreement ("SNDA") with respect to said sublease. The sublease shall require the Lessor to use the Health Center in a manner consistent with the comprehensive permit and all other legal requirements. Following completion of the Project, the Lessee shall provide Lessor with access to, and Lessor shall be entitled to use, the community space in the Project at no cost to Lessor, subject to responsible and uniformity applied rules and regulations governing the use of such community space as established by Lessee from time to time.

6. Access, Utilities and Parking. Lessor and Lessee agree to mutually cooperate regarding the provision of temporary construction easement, reciprocal temporary and permanent pedestrian and vehicular access and utilities to, from, and over the Real Property to, from, and over adjacent lands owned by the Lessor. Lessor and Lessee further agree to mutually cooperate regarding the use of parking on the Real Property and the adjacent lands owned by the Lessor during construction of the Project. In connection with the Ground Lease, during the Term, Lessor agrees to provide Lessee with the right to use 30 parking spaces (in addition to the On-Site Parking), or such greater number of parking spaces as may be required by the Town of Hanover (the "Town") during the permitting and approval of the Project, or by the Project Lenders, on adjacent lands owned by the Lessor, all subject to the approval of Lessor, Lessor's Lenders and Bond Counsel (as hereinafter defined). Lessor shall utilize good faith efforts to obtain such approval (or disapproval) during the Due Diligence Period. Lessor's approval shall not be unreasonably withheld, conditioned or delayed. At Lessee's request, Lessor will participate in discussions with the Town regarding Project parking requirements. Lessor and Lessee agree to execute such instruments as may be necessary to provide for such pedestrian and vehicular access, parking and utilities and agree to cooperate in the



location thereof. Lessee shall cooperate with any reasonable request of Lessor to relocate the access to the Property.

7. Wastewater Treatment Plant. In connection with the Project, the Lessee will be undertaking the Project WWTP Upgrades, and, at Closing, the Lessor agrees to enter into an agreement with Lessee and Lessee's contractor engaged to perform such work (the "WWTP Upgrade Agreement") and such WWTP Upgrade Agreement shall provide Lessee and its contractor with the license and right to undertake such work on the WWTP coterminous with the development of the Project. Lessee and Lessor acknowledge and agree that, in addition to the Project WWTP Upgrades, the Lessor will likely need to perform other upgrades to the WWTP in connection with the redevelopment of adjacent lands owned by Lessor (the "Lessor's WWTP Upgrades"), and the Lessee and Lessor shall work cooperatively to determine whether the timing and payment by Lessor for such work can be coordinated with the Project WWTP Upgrades. The determination by the Lessee and Lessor on whether or not the timing and payment by Lessor of Lessor's WWTP Upgrades can be coordinated with the Project WWTP Upgrades shall be made during the Due Diligence Period. If such determination is not made by the Lessee and Lessor during the Due Diligence Period, Lessee shall have the right to proceed with planning, designing and constructing the Project WWTP Upgrades without further consideration of any current or future plans for the Lessor's WWTP Upgrades.

8. Ownership Structure. Prior to Closing, the Lessee will create a new entity to be the managing member of Lessee (the "Managing Member"). The organizational documents of the Managing Member shall provide that the Managing Member shall have a three-person board of managers ("Board"), which shall have responsibility and authority for the management, supervision and conduct of the business and affairs of the Managing Member, and two (2) managers of the Board shall be appointed by the Lessee and one (1) manager of the Board shall be appointed by the Lessor.

9. Closing Date: The closing of the transactions contemplated by this Letter of Intent (the "Closing") shall be the earlier of: (i) December 31, 2017 and (ii) 150 days after obtaining all Financing and Approvals (as hereinafter defined).



10. Conditions of Closing. The obligations of Lessee and Lessor described herein are subject to the following conditions:

a. The execution of the Agreement in form and substance satisfactory to both the Lessee and Lessor, and subject to the approval of the board of directors/trustees of each of the Planning Office for Urban Affairs, Inc. and Lessor, and, with respect to the Lessor, the Administrative Team of the Sisters of St. Francis of Assisi, such approval to be obtained (or refused) during the Due Diligence Period.

b. Lessee obtaining (i) all final permits, approvals and third party actions necessary for Lessee's intended use to develop the Project, including, without limitation, variances, comprehensive permit, order of conditions, special permits, building permit, approvals regarding the WWTP and/or other approvals required under applicable zoning ordinances, subdivision, historic, environmental and other like permits and approvals which may be required, with all appeal periods from any such permit or approval having expired with no appeal taken (or if such an appeal has been taken, the appeal having been finally adjudicated or dismissed to Lessee's satisfaction) and (ii) binding commitments for all financing necessary for the acquisition and development of the Property for the Project (collectively, (i) and (ii) are the "Financing and Approvals"). Lessee agrees to diligently seek the Financing and Approvals and to keep Lessor reasonably apprised of Lessee's progress. Lessee will provide Lessor with a copy of the submission to the Massachusetts Department of Environmental Protection ("DEP") regarding the WWTP upgrade prior to submission to DEP, for Lessor's approval, such approval not to be unreasonably withheld, conditioned or delayed. Lessor agrees to execute those instruments reasonably required by Lessee in connection with the Financing and Approvals and otherwise to cooperate with Lessee in its permitting efforts, provided, however, Lessor shall have no financial responsibility whatsoever with respect to any such proceedings. Applications for the foregoing items may be filed by Lessee in the name of, or on behalf of Lessor, subject to Lessor's prior approval of any applications in Lessor's name, such approval not to be unreasonably withheld, conditioned or delayed. Lessor shall provide (or not provide) its conceptual approval of any changes to the Project during the Due Diligence Period, if such changes are presented to Lessor not later than thirty (30) days prior to the expiration of the Due Diligence Period.



c. The Property is encumbered by mortgages (the "Mortgages") in favor of Century Bank & Trust Company in connection with a line of credit, and Century Subsidiary Investments, Inc. III in connection with tax-exempt bond financing (collectively, together with any other lenders who have mortgages on the Property at the Closing, the "Lessor's Lenders"). The Ground Lease, as well as the easements granted thereunder, is subject to the approval of the Lessor's Lenders, as well as bond counsel ("Bond Counsel") for said bond financing. Lessor shall use good faith efforts to obtain Bond Counsel approval (or rejection) of the form of Ground lease by December 31, 2013.

d. Lessor and Lessee executing the Ground Lease, with the Property free of liens and encumbrances other than the Mortgages (provided the Lessor's Lenders provide an SNDA with respect to the Ground Lease reasonably satisfactory to the Lessee), those liens and encumbrances approved by Lessee, the WWTP Upgrade Agreement, the WWTP Agreement (as hereinafter defined) and all other agreements contemplated to be executed by the parties in connection with the Ground Lease and the Agreement, with all such agreements mutually acceptable to Lessee and Lessor and subject to the approval of (i) the Project Lenders and equity investors providing financing and/or equity to Lessee in connection with the Project and (ii) the applicable Town of Hanover boards and/or agencies providing permitting relief and/or approvals to Lessee in connection with the Project.

e. The Lessor and Cushing Green Limited Partnership, as successor in title to Cushing Residence, Inc. ("Cushing Green") are parties to a Wastewater Treatment Construction, Operation, Maintenance, Use, and Easement Agreement dated March 14, 2005 recorded at the Plymouth County Registry of Deeds at Book 30147, Page 82 (the "WWTP Agreement"). The WWTP operates pursuant to a Groundwater Discharge Permit (the "WWTP Permit") issued by DEP on July 16, 2009, Permit No. 773-1. The obligations of Lessee and Lessor hereunder are subject to an amendment to the WWTP Agreement among the Lessor, Lessee and Cushing Green providing for the Project WWTP Upgrades and revised cost sharing, operation and maintenance and other responsibilities among the Lessor, the Lessee and Cushing Green. The obligations of Lessee and Lessor hereunder are also subject to Lessee obtaining (with the cooperation



of Lessor as more fully set forth in subparagraph b above) an amendment to the WWTP Permit with respect to the Project WWTP Upgrades. Lessor and Lessee will use commercially reasonable efforts to agree on the form of such amendment during the Due Diligence Period. The foregoing are also subject to approval by the Project Lenders, Lessor's Lenders and Cushing Green's lender(s).

11. Property Agreements/Additional Indebtedness. After the execution of the Agreement, Lessor shall not enter into any material transaction outside of its ordinary course of business with respect to the Property, which by its terms would (i) be binding on the Lessee following the Closing, (ii) materially limit Lessee's ability to develop the Project or (iii) materially impact the Project, without the prior written consent of Lessee, which shall not be unreasonably withheld, conditioned or delayed.

12. Broker. Lessee and Lessor each represent and warrant to the other party that neither party has dealt with any broker in connection with the transaction contemplated by this Letter of Intent.

13. Assignment. The benefits of this Letter of Intent or the Agreement may be assigned by Lessee to an Affiliate of Lessee, without the consent of Lessor (but to no other party), and in the event of any assignment or reassignment thereof, the term "Lessee" shall be construed to mean the then holder of Lessee's rights hereunder. Except as aforesaid, all of the terms and provisions of this Letter of Intent and the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. For purposes hereof, an "Affiliate of Lessee" is an entity of which the Planning Office for Urban Affairs, Inc. ("Planning Office") or an entity of which Planning Office is the sole member, is the sole general partner, manager or managing member.

14. Confidentiality. The parties agree that the information set forth herein is intended to be private and confidential between the parties executing this Letter of Intent and shall not be disclosed to third parties without the consent of each party to this transaction; provided, however, that the terms of this Letter of Intent may be disclosed to prospective lenders, current or prospective business partners or joint venturers, legal counsel,



contractors and other consultants for said parties for purposes incidental to this agreement or to the conduct of business by said parties.

15. Tax Credit Representations. Lessor is not a related party, as described in Section 42 (d) (2) (D) (iii) of the Internal Revenue Code of 1986, as amended, to Lessee, and the Property has been owned by the Lessor for 10 years or more.

16. Governing Law. This Letter of Intent is made and shall be interpreted, construed and (subject to the second grammatical paragraph of this Letter of Intent) enforced under and in accordance with the laws of the Commonwealth of Massachusetts.

[Signatures on next page.]



JoAnn Simons  
February 7, 2013  
Page 12

If the terms and conditions set forth in this Letter of Intent are acceptable to the Lessor, please so indicate by signing and returning one (1) of the enclosed copies of this Letter of Intent to us.

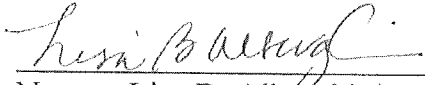
If both Lessor and Lessee do not execute this Letter of Intent with one of the executed originals returned to the Lessee on or before March 1, 2013, this Letter of Intent shall expire and become null and void.

Sincerely,

LESSEE:

POUA HOLDINGS LLC


By: Planning Office for Urban Affairs,  
Inc.,  
Manager

By:   
Name: Lisa B. Alberghini  
Title: President

AGREED AND ACCEPTED,  
this 26 day of February, 2013

LESSOR:

CARDINAL CUSHING CENTERS, INC.

By:   
Name: Jo Ann Simons  
Title: President / CEO  
Hereunto duly authorized



## EXHIBIT A

Property