

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
C.A. NO. 2024-

MELISSA A. BRENNAN,
JOSEPH McPHERSON, KELLY FLYNN,
ROBERT O’LEARY, KAREN DiPIETRO,
NEZAM AFDHAL, KRISTANYA
FLORENTINO, THOMAS MEEHAN,
KENNETH FRIEDMAN, JOHN GALANTE,
and NANCY MARA-ALDRICH
Plaintiffs,

v.

BOSTON REDEVELOPMENT AUTHORITY
d/b/a BOSTON PLANNING &
DEVELOPMENT AGENCY (“BPDA”); and
JAMES ARTHUR JEMISON II, in His Official
 Capacity as Director of the BPDA; and
PRISCILLA ROJAS, in Her Official Capacity as
 Chair of the BPDA; and **KATE BENNETT,**
THEODORE C. LANDSMARK, and
RAHEEM SHEPARD, Each in His/Her Official
 Capacity as Member of the BPDA; and
MICHELLE WU, in Her Official Capacity as
 Mayor of the City of Boston, **CONSTITUTION**
INN LLC, and PLANNING OFFICE FOR
URBAN AFFAIRS, INC. / SAINT FRANCIS
HOUSE, INC.
Defendants.

PLAINTIFFS’ VERIFIED COMPLAINT

INTRODUCTION

This complaint is brought by the plaintiffs, Melissa A. Brennan, Joseph McPherson, Kelly Flynn, Robert O’Leary, Karen DiPietro, Nezam Afdhal, Kristanya Florentino, Thomas Meehan,

Kenneth Friedman, John Galante, and Nancy Mara-Aldrich (collectively, the “Plaintiffs”), individually and as a ten-taxpayer group, in accord with G.L. c. 40, § 53.

Pursuant to G.L. c. 121A, G.L. c. 121B, and G.L. c. 249, § 4, the Plaintiffs seek judicial review in the nature of certiorari of Defendant Boston Redevelopment Authority d/b/a Boston Planning and Development Agency (the “BPDA”) Report and Decision, dated December 14, 2023 (the “BPDA Decision”), approving the application of Defendant Planning Office for Urban Affairs, Inc. / Saint Francis House, Inc., on behalf of Defendant Constitution Inn LLC (collectively, the “Applicant”), to renovate a portion of the six-story building located at 150 Third Avenue, in the Charlestown Navy Yard, in Boston, Massachusetts (the “Building”) into 100 rental units of affordable and permanent supportive housing for homeless individuals and individuals with mental health and/or substance abuse issues (the “Proposed Project”). A true and accurate copy of the BPDA Decision is attached hereto as **Exhibit A**.

The Plaintiffs contend that the BPDA’s Decision is based on errors of law, is unsupported by substantial evidence, and is arbitrary and capricious. The conclusions and determinations expressed in the BPDA Decision are unsupported by facts, as the BPDA failed and refused to take into account—or even acknowledge—the existence of over 100 letters and emails submitted to the BPDA in opposition to the Proposed Project and further failed and refused to take into account certain testimony and “chat comments” indicating opposition to the Proposed Project during a virtual public meeting that the BPDA held via Zoom in October 2023. Moreover, the BPDA did not follow the review requirements as outlined in Article 80 of the City of Boston

Zoning Code¹ prior to issuing the BPDA Decision. Rather, the BPDA bypassed and waived the public review requirement and failed to allow the assembly of an Impact Advisory Group (“IAG”)², both of which are required under Article 80 of the Zoning Code. Most egregiously, the BPDA’s conduct in precluding the public to participate in the review process amounts to a violation of the Plaintiffs’ right to assemble, right to free speech, and right to engage in petitioning activity, as guaranteed under the First Amendment to the U.S. Constitution, and Articles 16 and 19 of the Massachusetts Declaration of Rights, which violates the Massachusetts and Federal Civil Rights Acts, to wit: G.L. c. 12, § 11I, and 42 U.S.C. § 1983, respectively.

As a ten-taxpayer group, in accord with G.L. c. 40, § 53, the Plaintiffs seek judicial review in the nature of certiorari of that portion of the BPDA Decision (which was voted on separately by the BPDA Board on December 14, 2023) which authorizes the BPDA Director to assign the lease for the Building from the YMCA of Greater Boston to Defendant Constitution Inn LLC and to enter into a third Amendment to the lease. The Plaintiffs contend that the BPDA failed to comply with the Uniform Procurement Act, G.L. c. 30B, which requires governmental bodies to solicit all contracts for real property, including leases, prior to entering into such contracts. G.L. c. 30B, § 16. Further, not only did the BPDA hand-select the Applicant to lease the Building without soliciting the lease beforehand, but the BPDA Board took less than three (3) minutes to approve—without any discussion—authorization for Defendant BPDA Director James Arthur

¹ The Enabling Act for the City of Boston Zoning Code is Chapter 665 of the Acts of 1956, as amended (the “Zoning Code”).

² According to the BPDA’s website, “[a]n IAG is a group of individuals chosen to formally examine the impacts of a proposed project and make recommendations on mitigation. An IAG is composed of up to fifteen (15) members, a majority of whom are residents, business owners, or

Jemison to take such action during the BPDA Board meeting on December 14, 2023.

Clearly, the BPDA Decision was rubber-stamped by the BPDA without any proper fact finding or a proper public process as required by Article 80 of the Zoning Code, which included significant public opposition to the Proposed Project. The Plaintiffs, who are direct abutters and/or reside in Charlestown in close proximity to the Proposed Project, have been prejudiced by the defects in the BPDA's process here and have legitimate concerns about significant adverse harms that could result from the Proposed Project, including but not limited to safety and security, an increase in traffic, lack of parking, the overburdening of the local medical system, lack of services for future residents' health needs, lack of a full service police station in Charlestown, ongoing problems with access to emergency services (i.e. ambulances) in Charlestown, and lack of amenities in the area (i.e. supermarket and pharmacy), none of which were addressed in the BPDA Decision. Additionally, neither the BPDA nor the Applicant has addressed how residents of the Proposed Project would support themselves. There are few to no jobs available in the Charlestown Navy Yard, which would require the residents to rely on public transportation: a single bus (# 93) that passes through the area infrequently during the day.

Accordingly, for the reasons set forth herein, the Plaintiffs seek, among other things, declaratory relief from this Honorable Court that: 1) the BPDA Decision be annulled or, in the alternative, that the matter be remanded back to the BPDA and that: a) the BPDA be required to reopen the public hearing process and give weight to the community input as required by Article 80 of the Zoning Code; b) an IAG be appointed to review and make recommendations to the BPDA on the Proposed Project; and c) the BPDA address the shortcomings of the BPDA

designees of community organizations within the impacted area.”

Decision regarding the lack of supportive facts to justify the decision and ignoring the community input; and 2) the authorization provided to the BPDA Director with regard to the lease be voided, or, in the alternative, that the matter be remanded back to the BPDA and that the BPDA be required to solicit the lease as required under G.L. c. 30B prior to entering into any lease agreement for the Building.

PARTIES

1. Each of the Plaintiffs named below is a taxable inhabitant of the City of Boston, resides in the City of Boston, and owns his/her place of residence for which he/she pays real property tax to the City of Boston:

- a. Plaintiff Melissa A. Brennan is an individual who owns and resides at the property located at 8 Chestnut Street, Charlestown, Suffolk County, Massachusetts, 02129.
- b. Plaintiff Joseph McPherson is an individual who owns and resides at the property located at 10, Pier 7, Charlestown, Suffolk County, Massachusetts, 02129.
- c. Plaintiff Kelly Flynn is an individual who owns and resides at the property located at 42 8th Street, # 2324, Charlestown, Suffolk County, Massachusetts, 02129.
- d. Plaintiff Robert O’Leary is an individual who owns and resides at the property located at 42 Parris Landing, # 1527, Charlestown, Suffolk County, Massachusetts, 02129.

- e. Plaintiff Karen DiPietro is an individual who owns and resides at the property located at 42 8th Street, Unit 1106, Charlestown, Suffolk County, Massachusetts, 02129.
- f. Plaintiff Nezam Afdhal is an individual who owns and resides at the property located at 59, Pier 7, Charlestown, Suffolk County, Massachusetts, 02129.
- g. Plaintiff Kristanya Florentino is an individual who owns and resides at the property located at 45 1st Avenue, Unit 401, Charlestown, Suffolk County, Massachusetts, 02129.
- h. Plaintiff Thomas Meehan is an individual who owns and resides at the property located at 42 8th Street, Unit 5522, Charlestown, Suffolk County, Massachusetts, 02129.
- i. Plaintiff Kenneth Friedman is an individual who owns and resides at the property located at 45 1st Avenue, Charlestown, Suffolk County, Massachusetts, 02129.
- j. Plaintiff John Galante is an individual who owns and resides at the property located at 45 1st Avenue, Charlestown, Suffolk County, Massachusetts, 02129.
- k. Plaintiff Nancy Aldrich is an individual who owns and resides at the property located at 106 13th Street, # 304, Charlestown, Suffolk County, Massachusetts, 02129.

2. Defendant Boston Redevelopment Authority d/b/a Boston Planning and Development Agency (the “BPDA”) is the planning and economic development agency for the City of Boston. The BPDA is the umbrella name created as part of a 2016 rebranding effort (for the BRA and the Economic Development Industrial Corporation (EDIC)).³ Created as a redevelopment authority under former G.L. c. 121, § 26QQ, the BPDA is a public body politic and corporate organized and existing under G.L. c. 121B, as amended. Section 12 of Chapter 652 of the Acts of 1960 abolished the Boston City Planning Board and transferred those powers and duties, including all the powers and duties of a planning board under G.L. c. 41, § 70, to the BRA (now d/b/a the BPDA). Article 80 of the Boston Zoning Code authorizes the BPDA to conduct development review on large and small projects. The BPDA has its principal office at One City Hall, 9th Floor, Boston, Suffolk County, Massachusetts 02201.

3. Defendant James Arthur Jemison II, named herein in his official capacity only, is, upon information and belief, the Chief of Planning and Director of the BPDA and a voting member of the BPDA Board (“BPDA Director Jemison”), which approved the Proposed Project and issued the BPDA Decision.

³ In 2016, the Boston Redevelopment Authority (the “BRA”), together with the Economic Development and Industrial Corporation of Boston (the “EDIC”), began doing business as the Boston Planning and Development Agency, or “BPDA.” While the BRA and the EDIC have been administratively consolidated, they remain separate legal entities. For the sake of contemporary references and continuity in this complaint, the name “BPDA” will be used herein to reference the BRA.

4. Defendant Priscilla Rojas, named herein in her official capacity only, is, upon information and belief, the Chair of the BPDA Board and a voting member of the BPDA Board, which approved the Proposed Project and issued the BPDA Decision.

5. Defendant Kate Bennett, named herein in her official capacity only, is, upon information and belief, a voting member of the BPDA Board, which approved the Proposed Project and issued the BPDA Decision.

6. Defendant Theodore C. Landsmark, named herein in his official capacity only, is, upon information and belief, a voting member of the BPDA Board, which approved the Proposed Project and issued the BPDA Decision.

7. Defendant Raheem Shepard, named herein in his official capacity only, is, upon information and belief, a voting member of the BPDA Board, which approved the Proposed Project and issued the BPDA Decision.

8. Defendant Michelle Wu, named herein in her official capacity only, is the Mayor of the City of Boston (hereinafter the "Mayor"), with a principal place of business at Boston City Hall, One City Hall, 5th Floor, Boston, Suffolk County, Massachusetts, 02201.

9. Defendant Constitution Inn LLC, is, upon information and belief, a limited liability company duly formed and existing under the laws of the Commonwealth of Massachusetts, with a principal place at 84 State Street, Suite 600, Boston, Suffolk County, Massachusetts, 02109.

10. Defendant Planning Office for Urban Affairs, Inc., is, upon information and belief, a corporation duly formed and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 84 State Street, Suite 600, Boston, Suffolk County, Massachusetts, 02109.

11. Defendant Saint Francis House, Inc., is, upon information and belief, a nonprofit corporation duly formed and existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 39 Boylston Street, Boston, Suffolk County, Massachusetts, 02116.

STANDING

12. Plaintiffs have standing in this case pursuant to G.L. c. 249, § 4, which provides, in relevant part, that “[a] civil action in the nature of certiorari to correct errors in proceedings which are not according to the course of the common law, which proceedings are not otherwise reviewable by motion or by appeal, may be brought in the supreme judicial or superior court . . . [which] may enter judgment quashing or affirming such proceedings or such other judgment as justice may require.”

13. Further, Plaintiffs have standing pursuant to Chapter 652, Section 13, of the Acts of 1960, which provides that “any person . . . who is aggrieved” by a vote of the BPDA may file a petition for a writ of certiorari against the BPDA to correct errors of law.

14. Plaintiffs also have standing under G.L. c. 12, § 11I (the Massachusetts Civil Rights Act).

15. Finally, Plaintiffs have standing under G.L. c. 40, § 53 (the ten- (10-) taxpayer statute), which confers standing on qualified taxpayers in circumstances when a municipality is “about to . . . expend money or incur obligations” for an unlawful purpose.

JURISDICTION AND VENUE

16. Jurisdiction is conferred upon this Court pursuant to G.L. c. 249, § 4 (action in the nature of certiorari), G.L. c. 40, § 53 (Ten-Taxpayer actions), G.L. c. 231A, § 1 (declaratory relief), and G.L. , and G.L. c. 214, § 1 (general powers of equity jurisprudence).

17. Venue is proper because the Plaintiffs reside in Suffolk County.

18. Venue is proper because the defendants are located in Suffolk County.

FACTS

The Proposed Project

19. The Proposed Project, as approved by the BPDA in the BPDA Decision, involves the renovation of a portion of the six-story building located at 150 Third Avenue, in the Charlestown Navy Yard, in Boston, Massachusetts (the “Project Site”) that had been used as a hotel into 100 rental units of affordable and permanent supportive housing for homeless individuals and individuals with mental health and/or substance abuse issues.

20. The Proposed Project also involves the renovation of that portion of the Project Site that has been utilized by the YMCA as a fitness center and swimming pool.

21. The Project Site is situated in the Historic Monument Special Study Area (the Historic Monument Area) of the Charlestown Navy Yard Subdistrict, in the Charlestown Waterfront Harborpark District, and is governed by Article 42F of the Zoning Code.

22. The Zoning Code was created by virtue of the Enabling Act for the City of Boston Zoning Code, to wit: Chapter 665 of the Acts of 1956, as amended (hereinafter the “Zoning Code”).

23. Section 42F-14.4. of the Zoning Code outlines allowed residential uses within the

Charlestown Navy Yard.

24. The so-called “permanent supportive housing” (“PSH”) component of the Proposed Project is essentially congregate living, which provides shared kitchen and communal spaces for PSH residents and is not identified as an allowed residential use under Section 42F-14.4. of the Zoning Code.

25. The change of use from a hotel to PSH/congregate living would require relief from the City of Boston Zoning Board of Appeals (the “ZBA”) in the form of a variance.

26. The BPDA Decision does not state that the Proposed Project requires relief from the ZBA for a change of use in the Building from a hotel to PSH.

27. The Proposed Project will generate significant adverse impacts to the Charlestown neighborhood, including but not limited to an increase in traffic, as there is inadequate public transportation in the Charlestown Navy Yard, where the Proposed Project would be sited, to support a homeless population and their on-site staff.

28. Further, medical professionals have expressed opposition to the Proposed Project, as Charlestown does not have the requisite resources or services to support the homeless population, the majority of which have complex health problems—both mental and physical—and are often dealing with substance abuse, and it would over-burden an already severely taxed medical system in the Charlestown area.

29. There are no medical facilities in close proximity to the Proposed Project that are accepting new patients, and Mass General Primary Care, in Assembly Square, is the nearest health care facility to the Proposed Project at 1.5 miles away.

30. Studies have demonstrated that, while the permanent supportive housing model for the homeless, as identified in the Project Notification Form (“PNF”), increases the availability of housing, it does not decrease the number of overdoses or deaths; nor does it decrease costs of care.

31. Significant adverse harms that will impact Charlestown residents as a result of the Proposed Project include but are not limited to safety and security concerns, an increase in traffic, lack of parking, the overburdening of the local medical system, lack of services for future residents’ health needs, lack of a full service police station in Charlestown, ongoing problems with access to emergency services (i.e. ambulances) in Charlestown, and lack of amenities in the area (i.e. supermarket and pharmacy), none of which were addressed in the BPDA Decision.

The BPDA’s Authority and Review Processes

32. The BPDA does not have authority to grant a variance from the provisions of the Zoning Code. That power lies exclusively with the ZBA.

33. The BPDA’s urban renewal authority and procedures for working with private developers are outlined in G.L. c. 121A and G.L. c. 121B.

34. Chapter 652 of the Acts of 1990, § 12, assigned Boston project approval and compliance authority to the BPDA, with oversight only from the Mayor.

35. Pursuant to the authority granted by § 21 of Chapter 665 of the Acts of 1956 (the Boston Zoning Code Enabling Act), the BPDA reviews and approves four different categories of proposed development projects, as outlined in Article 80 of the Zoning Code: large projects, small projects, planned development areas, and institutional master plans (academic and medical campuses).

36. Article 80, § 80-2 of the Zoning Code provides that “this Article [80] contains **regulations for the review of development projects** and plans where approval by the Boston Redevelopment Authority [d/b/a the BPDA] or its staff is required.” (Emphasis added.)

37. The Proposed Project was identified by the BPDA to fall under “Large Project Review,” and, accordingly, is subject to the development review procedures outlined in § 80B-5 of the Zoning Code.

38. An additional requirement for Large Project Review is the Mayor’s appointment of an Impact Advisory Group (“IAG”), which appointment is drawn from nominations from the district City Councilor, State Representative, and State Senator, as well as recommendations from at-large City Councilor and the Mayor’s Office of Neighborhood Services, and is comprised of up to fifteen (15) members, a majority of whom are residents, business owners, or designees of community organizations within the impacted area.

39. The requirement of the IAG was created by an Executive Order of Mayor Thomas M. Menino, in October 2000, and as amended on April 4, 2001, and subsequently was adopted by the BPDA (the “IAG Executive Order”). A true and accurate copy of the IAG Executive Order is attached here to as **Exhibit B**.

40. According to the BPDA’s website (<http://www.bostonplans.org/projects/development-review/mitigation-impact-advisory-groups>), upon receipt by the BPDA a Letter of Intent from the Applicant regarding the Proposed Project, “the BPDA solicits nominations for IAG from the district [and] [a]fter a period of seven (7) days, the Mayor appoints the project’s IAG from assembled nominations and recommendations.” A true and accurate copy of the BPDA’s IAG review process is attached hereto as **Exhibit C**.

41. The BPDA failed to solicit nominations for—and the Mayor failed to appoint—an IAG for the Proposed Project, as required under the Executive Order and in accord with the BPDA’s review process, as outlined on its website.

42. Moreover, in anticipation of the appointment of an IAG to review the Proposed Project, Charlestown District State Representative Daniel Ryan and Boston City Councilor Gabriela Coletta, who represents Charlestown, had selected certain individuals to serve on the IAG; however, as noted above, an IAG for the Proposed Project was never assembled.

43. According to the BPDA’s website, the BPDA “conducts its property dispositions through an open, transparent, community-driven process . . . [and] follow[s] Massachusetts General Law (MGL) Chapter 30B.” A true and accurate copy of a screenshot of the BPDA’s website is attached as **Exhibit D**.

44. Chapter 30B of the Massachusetts General Laws is also known as the Uniform Procurement Act and applies to every contract for the procurement of and disposing of supplies or real property by a governmental body. G.L. c. 30B, § 1.

45. Section 16 of G.L. c. 30B provides, in relevant part, as follows:

(a) If a governmental body duly authorized by general or special law to engage in such transaction determines that it shall **rent, convey, or otherwise dispose of real property**, the governmental body shall declare the property available for disposition and shall specify the restrictions, if any, that it will place on the subsequent use of the property. . .

(c) A government body **shall solicit proposals to:** . . .

(2) dispos[e] of, by sale **or rental** to any person, **real property or any interest therein**, determined in

accordance with paragraph (b) to exceed \$35,000 dollars in value.

46. Chapter 149, § 44A(1)(D), in pertinent part, states: “Every contract for the construction [or] reconstruction ... of any building by a public agency estimated to cost more than \$150,000. . . shall be awarded . . . to the lowest responsible and eligible general bidder on the basis of competitive bids in accordance with the procedure set forth in section 44A to 44H, inclusive.”

47. The BPDA did not solicit proposals to lease a portion of the Building to the YMCA prior to the BPDA Board’s vote to award the lease to the YMCA.

48. The Plaintiffs are informed and therefore believe that, in or about 2014 and 2015, the City of Boston commissioned two independent audits of the BPDA, which revealed that the BPDA doesn’t have a “comprehensive, accurate list of its real estate assets,” nor a database of its lease agreements. The audits also demonstrate that, unlike peer cities, the BPDA does very little comprehensive planning.

49. The Plaintiffs are informed and therefore believe that, the 2014 and 2015 audit reports did not lead to any systemic changes in the BPDA, and that the Mayor is aware of—and has reported on—continuing problems within the BPDA.

50. The Plaintiffs are informed and therefore believe that, the BPDA is charged with reviewing most proposed development projects, but there is no common process for conducting these reviews and there is little transparency about the required public input periods. Additionally, a lack of transparency makes it impossible to know if the BPDA is enforcing developers’ mitigation requirements.

51. The Plaintiffs are informed and therefore believe that, the BPDA does not perform any citywide master planning, and there is no “Charlestown master plan;” therefore, project proposals to the BPDA are considered as individual exceptions to the Zoning Code, which create uncertainty, costly processes, and the potential for abuse and discrimination—as is demonstrated by this action.

The BPDA’s Review of the Proposed Project

52. In or about the spring and summer of 2022, the BPDA conducted public meetings via Zoom⁴ (the “2022 Zoom Meetings”) whereby Defendants Planning Office for Urban Affairs, Inc. and Saint Francis House, Inc. (hereinafter collectively referred to as the “Applicant”) presented the Proposed Project.

53. During the 2022 Zoom meetings, only the panelists were shown on the screen, which resulted in the public not being able to determine who else was present at the meetings; participation was only allowed at the behest of the BPDA moderator, and participants were not required to either provide their name or their home address, which permitted persons who reside outside the Charlestown neighborhood to present their support of the Proposed Project as if they were residents impacted by the Proposed Project.

54. Due to the manner in which the BPDA conducted the Zoom Meetings, critical information was withheld from the public as to how abutters to the Proposed Project and members of the Charlestown community would be impacted by the Proposed Project.

⁴ Since the Covid-19 pandemic, the BPDA has continued to hold all of its public meetings via Zoom.

55. Since the time that the Applicant first presented the Proposed Project and continuing to the date of this action, members of the Charlestown community have called and have submitted letters and emails to the BPDA, the Mayor, Boston City Councilors, Boston City officials, and to their State Representative, voicing opposition to the Proposed Project.

56. Boston City Councilors Erin Murphy and Gabriela Coletta and former Boston City Councilor Michael Flaherty have all spoken with skepticism and opposition regarding the Proposed Project.

57. Charlestown District State Representative Daniel Ryan sent a letter, dated October 28, 2022, to BPDA Director Jemison which outlined the numerous concerns of the Charlestown community regarding the Proposed Project, stating that “trust has been broken . . . [and] [a] bungled process is a disservice to the community as well as the potential clients,” and demanding that the Proposed Project “should be taken off the table indefinitely.”

58. In or about October 2022, the Applicant filed a request with the BPDA to waive Large Project Review of the Proposed Project.

59. Subsequent public outcry followed the Applicant’s request to waive Large Project Review, and the Applicant withdrew its request.

60. On or about September 6, 2023, the Applicant filed with the BPDA a Letter of Intent (“LOI”) regarding the Proposed Project.

61. The BPDA failed to solicit nominations for—and the Mayor failed to appoint—an IAG for the Proposed Project, as required under the Executive Order and in accord with the BPDA’s review processes, as outlined on its website. See Exhibit B and Exhibit C.

62. On or about September 29, 2023, the Applicant filed with the BPDA a Project Notification Form (the “PNF”) regarding the Proposed Project, which initiated formal review of the Proposed Project by the BPDA and commenced a public comment period that would run through October 30, 2023, a significantly short period of time.

63. At some point prior to October 19, 2023, the BPDA provided notice that a virtual public meeting would be held via Zoom on October 19, 2023, regarding the Proposed Project.

64. On or about October 18, 2023, the Plaintiffs, through legal counsel, submitted a letter, dated October 18, 2023 (the “October 18th Letter”) to the BPDA Senior Project Manager Sarah Black, expressing concern over the manner in which the BPDA had conducted its prior virtual public meetings via Zoom regarding the Proposed Project as potentially violative of the Open Meeting Law, G.L. c. G.L. c. 30A, §§ 18-25, and requesting that: (i) the October 19, 2023 meeting for the Proposed Project be held in a manner whereby all participants are visible to the public; and (ii) any participant at the October 19, 2023 meeting identify themselves by name and home address prior to addressing the panelists.

65. Regardless of the requests made in the October 18th Letter, the BPDA conducted the virtual public meeting via Zoom on October 19, 2023 (the “October 19th Zoom Meeting”), in a manner whereby all participants were not visible to the public, nor did the BPDA require speakers to identify themselves by name and home address.

66. Upon information and belief, the BPDA allowed individuals whom the BPDA knew to be proponents of the Proposed Project, and who were not residents of Charlestown, to speak in favor of the Proposed Project during the October 19th Zoom Meeting.

67. Further, upon information and belief, the BPDA did not allow certain residents of Charlestown, including but not limited to the Plaintiffs, to speak during the October 19th Zoom Meeting against the Proposed Project.

68. Following the October 19th Zoom Meeting, the BPDA posted a video of said meeting on the BPDA website but failed to post the chat transcript from the video, which, significantly, included comments of opposition from certain Charlestown residents who were not allowed to speak during the meeting.

69. On October 30, 2023, the public comment period for the Applicant's PNF ended.

70. At some point prior to December 14, 2023, the BPDA provided notice on its website of the BPDA Board's agenda (the December 14th BPDA Board Agenda") whereby "[t]he Boston Planning & Development Agency Board welcome[d] the public **to participate** in the December 14, 2023 Board Meeting." (Emphasis added.) A true and accurate copy of a screenshot of the BPDA's website, taken on December 12, 2023, is attached as **Exhibit E**.

71. On or about December 13, 2023, in response to an email inquiry sent by Plaintiffs' counsel to the BPDA to confirm that the Plaintiffs and other members of the public would be able to participate in the December 14, 2023 BPDA Board meeting, as advertised on the BPDA website (see **Exhibit E**), the BPDA changed the language on its website to read as follows: "The Boston Planning & Development Agency Board welcomes the public **to attend** the December 14, 2023 Board Meeting." (Emphasis added.) A true and accurate copy of a screenshot of the BPDA's website, taken on December 13, 2023, is attached as **Exhibit F**.

72. The December 14th BPDA Board Agenda included, at item number 38, the following:

38. Request authorization to (1) assign the Lease for Building #150 located at 150 3rd Avenue in the Charlestown Navy Yard from YMCA of Greater Boston to Constitution Inn, LLC; and (2) authorize the Director to enter into a Third Amendment to the lease; and to take all related actions.

73. The December 14th BPDA Board Agenda also included, at item number 25, the following:

25. Request authorization to issue a Scoping Determination waiving further review pursuant to Section 80B, Large Project Review of the Zoning Code for the proposed conversion of a portion of Building 150, the former “Constitution Inn” located at 150 Third Avenue, into 100 fully affordable residential units; and to take all related actions.

74. On or about December 14, 2023, the BPDA Board met virtually over Zoom (hereinafter the “December 14th BPDA Board Meeting”) to deliberate over, vote on, and issue decisions the items on the December 14th BPDA Board Agenda.

75. The December 14th BPDA Board Meeting started at 3:30 p.m. and ended at 11:00 p.m.

76. During the December 14th BPDA Board Meeting, the BPDA Board did not deliberate over the items on the December 14th BPDA Board Agenda in the order that they were listed, causing the Plaintiffs and certain other public attendees to miss the BPDA Board’s actions regarding those items, including agenda items numbered 38 and 25, as noted above.

77. During the BPDA Board’s review of agenda item 25, the BPDA Board did not allow the Plaintiffs or other members of the public to participate in the public meeting; however,

the BPDA Board allowed Boston City Councilor Gabriela Coletta (“Councilor Coletta”), who represents Charlestown, to speak during the public meeting at 9:19 p.m.

78. During the December 14th BPDA Board Meeting, Councilor Coletta stated that she had sent a letter to BPDA Director Jemison formally requested that the Charlestown community have an opportunity to engage in the full development review process regarding the Proposed Project, and, specifically, requested that an IAG be assembled. Further, Councilor Coletta stated that she had received a record number of communications regarding the Proposed Project—more from opponents—and that, regardless of the December 14th BPDA Board Meeting, the Proposed Project was a “done deal” because the appeals to the BPDA have either been denied or have gone unanswered.

79. Regardless of Councilor Coletta’s statements, the BPDA Board voted to approve, with the Mayor’s oversight, the Proposed Project and issued the BPDA Decision (**Exhibit A**) as proposed, with no mention of Councilor Coletta’s requests of the BPDA to allow the Charlestown community with an opportunity to engage in the full development review process regarding the Proposed Project.

80. The BPDA Decision (**Exhibit A**) states that the BPDA Board voted to approve the Proposed Project as follows:

VOTED: That the Director be, and hereby is, authorized to issue a Scoping Determination pursuant to Section 80B-5.3(d) of the Code which finds that the PNF: (i) adequately describes the potential impacts arising from the proposed 150 Third Avenue, Charlestown Project (the “Proposed Project”), and provides sufficient mitigation measures to minimize these impacts, and (ii) waives further review of the Proposed Project pursuant to subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BPDA; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Compliance pursuant to Section 80B-6 of the Code in connection with the Proposed Project upon successful completion of the Article 80 Large Project review process; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to execute and deliver a Cooperation Agreement, which incorporates, among other things, the Boston Residents Construction Employment Plan ordinance, enter into a Ground Lease amendment or new Ground lease if required, and any and all other agreements and documents, and to take any and all other actions that the Director deems appropriate and necessary in connection with the Proposed Project.

(See **Exhibit A**, p. 25.)

81. Despite the Proposed Project having been identified by the BPDA as falling under “Large Project Review” and, accordingly, being subject to the development review procedures outlined in § 80B-5 of the Zoning Code, and despite the repeated demands of the Plaintiffs, City Councilor Coletta, and other members of the public to follow the development review processes required under the Zoning Code, the IAG Executive Order, and as outlined on the BPDA’s own website, the BPDA, the BPDA Board, and the Mayor failed and refused to follow the development review processes required for the Proposed Project.

82. On or about December 22, 2023, counsel for the Plaintiffs filed with BPDA Director Jemison a complaint under G.L. c. 30A, § 23(b), against the BPDA for continued violations of the Open Meeting Law, G.L. c. 30A, §§ 18-25, regarding the BPDA’s public meetings held via Zoom on October 19, 2023, and December 14, 2023 (the “Open Meeting Law Complaint”).

83. On or about January 26, 2024, the BPDA, by and through its legal counsel, filed a response to the Open Meeting Law Complaint with the Division of Open Government, within the Commonwealth of Massachusetts Office of the Attorney General (the “BPDA OML Response”), a copy of which is attached hereto as **Exhibit H**.

84. In the BPDA OML Response, the BPDA’s counsel identifies the following BPDA staff members as having attended the October 19, 2023, public meeting: BPDA Senior Project Manager Sarah Black, BPDA Senior Project Manager Nick Carter, BPDA Community Engagement Manager Jason Ruggiero, BPDA Deputy Chief for Development and Transformation Devin Quirk, BPDA Director of Development Review Michael Christopher, BPDA Deputy Director of Development Review Casey Hines, and Senior Project Manager Caitlin Coppinger. See Exhibit H at p. 4.

85. However, regardless of the attendance at the October 19, 2023 public meeting of no fewer than seven BPDA staff members, who are tasked with advising and making recommendations to the BPDA Board, the BPDA’s counsel erroneously concludes that the October 19, 2023 public meeting was not a meeting of a public body and was, therefore, not subject to the Open Meeting Law. See Exhibit H.

86. Likewise, the BPDA OML Response summarily dismisses as “baseless” that portion of the Open Meeting Law Complaint regarding the meeting of the BPDA Board on December 14, 2023, at which the BPDA Board refused to allow public participation or comment, indicating that the public had no right to participate. See Exhibit H at p. 7.

87. Indeed, given the position that the BPDA takes through its counsel in response to the Open Meeting Law Complaint, and in light of the facts as presented above, the BPDA failed

and refused to engage in any type of community process that would enable the Plaintiffs and other members of the Charlestown community to provide feedback to the BPDA, as **required** under Article 80 of the Zoning Code.

88. By their conduct, the BPDA, including but not limited to the BPDA staff members, the BPDA Board, and the Mayor blatantly bypassed the development review processes required for the Proposed Project and rubber-stamped the Proposed Project as “approved,” in violation of the law.

The Lease

89. According to the BPDA’s website, the BPDA “conducts its property dispositions through an open, transparent, community-driven process . . . [and] follow[s] Massachusetts General Law (MGL) Chapter 30B.” A true and accurate copy of a screenshot of the BPDA’s website is attached as **Exhibit D**.

90. Boston Zoning Code Map 2B/2C Harborpark District: Charlestown Waterfront (the “Zoning Map”) indicates that the Proposed Project is located in the “Historic Monument Area (Special Study Area 1)” (the “Historic Monument Area”) of the Charlestown Navy Yard Subdistrict, in the Charlestown Waterfront Harborpark District, and is governed by Article 42F of the Zoning Code.

91. Article 42F, § 42F-13.5., of the Zoning Code provides as follows:

[A]ll Proposed Projects within the Historic Monument Area **must** fully comply with all applicable provisions of Section 106 of the National Historic Preservation Act and must also comply with all relevant transfer documents relating to said Special Study Areas. **No Proposed Project can proceed in . . . [the Historic Monument Area] except in compliance with the Program of**

Preservation and Utilization, as amended, referenced in the deed dated July 7, 1978.

(Emphasis added.)

92. The Project Site was conveyed from the United States of America, acting by and through the Administrator of General Services to the then-BRA by a deed, dated July 7, 1978 (the “1978 Deed”). A true and accurate copy of the 1978 Deed is attached hereto as

Exhibit G.

93. The 1978 Deed contains certain restrictions as to uses of the Project Site.

94. Page 9 of the 1978 Deed provides that, regardless of “any provision of the approved program of utilization (as currently written or amended), the property shall not be used for park or recreational purposes . . . includ[ing], but [] not limited to, swimming or bathing or the providing of swimming or bathing facilities . . . and the providing of picnic tables.”

95. The Plaintiffs are informed and therefore believe that the BPDA had previously leased the Building to the YMCA.

96. Upon information and belief,⁵ the YMCA repeatedly failed to pay rent as required under the above-referenced lease with the BPDA; however, the BPDA never deemed the YMCA to be in “default,” nor did the BPDA assume control of the Project Site.

97. The BPDA was recently faced with a situation similar to that of the YMCA identified above; this time, the situation concerned the “Chain Forge” building, which is another property located in the Charlestown Navy Yard (Building 105; 105 First Street, Charlestown),

⁵ The amount and disposition of the rental payments for which the YMCA was accountable under a previous lease with the BPDA (then-BRA) have been the subject of an ongoing request pursuant to the Freedom of Information Act, since October 2023.

where the redeveloper of the Chain Forge has failed to make all required payments to BPDA and secure all necessary permits and financing to enable construction.

In response to the conduct of the Chain Forge redeveloper, the BPDA notified the Chain Forge redeveloper that it is in default of its lease obligations and that the BPDA is taking all legal actions required to recapture the Chain Forge building.

98. The BPDA failed to take such action as against the YMCA as it did with the Chain Forge redeveloper, which has caused significant financial harm to Boston's taxpayers, as the lost rents have never been recovered.

99. The BPDA did not solicit the lease as required under G.L. c. 30B (the Uniform Procurement Act) prior to the BPDA Board's vote to authorize BPDA Director Jemison to enter into a lease agreement to lease a portion of the Project Site to the YMCA.

100. At the December 14th BPDA Board Meeting, the Board voted unanimously—without any discussion—to authorize BPDA Director Jemison to enter into a lease with the YMCA for portion of the Project Site to be utilized as a fitness center and swimming pool.

101. The use of the Project Site for “swimming or bathing facilities” is prohibited under the terms of the 1978 Deed, however, a swimming pool was constructed on the Project Site.

102. By allowing the installation of a pool on the Project Site, the BPDA and the BPDA Board have violated the terms of the 1978 Deed.

103. Instead of soliciting the lease for the Building, as required under G.L. c. 30B, the BPDA instead authorized the approval of a new lease deal to be entered into with the YMCA at a reduced rental rate and to provide the YMCA with other significant financial concessions without providing any bases therefor.

104. According to the City of Boston Assessing Department, the Building is valued at over \$11 Million.

105. By authorizing this lesser lease deal with the YMCA, as indicated in the BPDA Decision, the BPDA and the BPDA Board have breached their fiduciary duty to the Plaintiffs and the taxpayers of Boston to secure the highest and best use of public property.

106. By failing to deem the YMCA in default under its previous lease agreement, the BPDA and the BPDA Board have breached their fiduciary duty to the Plaintiffs and the taxpayers of Boston to secure the highest and best use of public property.

CLAIMS FOR RELIEF

COUNT I

Relief in the Nature of Declaratory Judgment: G.L. c. 231A, § 1, et seq., that the BPDA, the BPDA Board, and the Mayor Violated the Development Review Procedures Required for the Proposed Project in Issuing the BPDA Decision and, Therefore, the BPDA Decision Must Be Set Aside

107. The Plaintiffs hereby fully repeat, re-allege, and incorporate all of the above-enumerated Paragraphs, as if fully set forth herein.

108. Section 1 of G.L. c. 231A provides, in part, that:

[T]he superior court . . . may on appropriate proceedings make binding declarations of right, duty, status and other legal relations sought thereby, either before or after a breach or violation thereof has occurred in any case in which an actual controversy has arisen and is specifically set forth in the pleadings.

109. Despite the Proposed Project having been identified by the BPDA as falling under “Large Project Review” and, accordingly, being subject to the development review procedures outlined in § 80B-5 of the Zoning Code, and despite the repeated demands of the

Plaintiffs, City Councilor Coletta, and other members of the public to follow the development review processes required under the Zoning Code, the IAG Executive Order, and as outlined on the BPDA’s own website, the BPDA, the BPDA Board, and the Mayor intentionally failed and refused to follow the development review processes required for the Proposed Project.

110. By the conduct referred to above, the BPDA, the BPDA Board, and the Mayor breached their duty to the Plaintiffs—and the public—to comply with the development review processes required under the Zoning Code, the IAG Executive Order, and as outlined on the BPDA’s own website, and, therefore, the BPDA Decision is invalid, ultra vires, and must be set aside.

COUNT II

Relief in the Nature of Declaratory Judgment: G.L. c. 231A, § 1, et seq., that the BPDA and the BPDA Board Failed to Comply With the Requirements of the Open Meeting Law and, Therefore, the BPDA Decision Must Be Set Aside.

111. The Plaintiffs fully repeat, re-allege, and incorporate all of the above-enumerated Paragraphs, as if fully set forth herein.

112. Sections 18 to 25, inclusive, of G. L. c. 30A constitutes the Open Meeting Law (hereinafter the “Open Meeting Law”).

113. Pursuant to G. L. c. 30A, § 18, as used in sections 18 to 25, inclusive, the word “Meeting” is defined as “a deliberation by a public body with respect to any matter within the body’s jurisdiction.”

114. Pursuant to G. L. c. 30A, § 18, as used in sections 18 to 25, inclusive, the term “Public body” is defined, in relevant part, as follows:

[A] multiple-member board, commission, committee or subcommittee within the executive or legislative branch or within any county, district, city, region or town, however created, elected, appointed or otherwise constituted, established to serve a public purpose

115. The Open Meeting Law, to wit: G.L. c. 30A, § 20, requires, in relevant part, as follows:

- a) Except as provided in section 21, all meetings of a public body ***shall be open to the public.***
- b) Except in an emergency, ***in addition to any notice otherwise required by law, a public body shall post notice of every meeting at least 48 hours*** prior to such meeting, excluding Saturdays, Sundays and legal holidays. . . . Notice shall be printed in a legible, easily understandable format and shall contain the date,

(Emphasis added.)

116. The BPDA and the BPDA Board are each a “Public body,” as that term is defined under G.L. c. 30A, § 18, and must comply with the Open Meeting Law.

117. The BPDA and the BPDA Board intentionally conducted its meetings regarding the Proposed Project virtually via Zoom in such a manner as to hide the identities of the public meeting participants and hand-picking certain meeting participants to speak on the record whom the BPDA knew to be in support of the Proposed Project, in violation of the above-referenced requirements of the Open Meeting Law, including but not limited to, the requirement in G.L. c. 30A, § 20(a), that the meeting be “open to the public.”

118. Further, the BPDA Board improperly noticed the public meeting held on December 14, 2023, by changing said notice less than twenty-four (24) hours prior to the public

meeting, as the notice originally stated that the public was invited to “*participate*” in the public meeting but was changed to state that the public was invited to “*attend*” the public meeting.

119. By not providing the correct notice to the public within forty-eight (48) hours prior to the public meeting, the BPDA and the BPDA Board failed to comply with the public notice requirements as outlined in G.L. c. 30A, § 20(b), and any action taken at that public meeting, including but not limited to the issuance of the BPDA Decision and the lease with the YMCA, should be deemed null and void.

120. Further, in a twist of irony, the statements made by the BPDA’s own legal counsel in defending the BPDA against the Open Meeting Law Complaint serve to buttress further the Plaintiffs’ claims that the BPDA has violated the Open Meeting Law.

121. Specifically, the BPDA OML Response (**Exhibit H**) demonstrates that there has been no opportunity for the Plaintiffs—or the residents of Charlestown—to participate in any sort of public review of the Proposed Project prior to the BPDA Board issuing its decision.

122. Indeed, given the position that the BPDA takes through its counsel in response to the Open Meeting Law Complaint, and in light of the facts as presented above, the BPDA failed and refused to engage in any type of community process that would enable the Plaintiffs and other members of the Charlestown community to provide feedback to the BPDA, as required under Article 80 of the Zoning Code. Font is not black here

123. By the conduct described above, the BPDA and the BPDA Board failed to comply with the requirements of the Open Meeting Law under G. L. c. 30A, § 20, and, therefore the BPDA Decision should be set aside.

124. By the conduct described above, the BPDA and the BPDA Board also failed and refused to follow the spirit of the community process as required under Article 80 of the Zoning Code.

COUNT III

***Violation of the Public Procurement Statute (G. L. c. 30B)
As Against the BPDA and the BPDA Board***

125. The Plaintiffs fully repeat, re-allege, and incorporate all of the above-enumerated Paragraphs, as if fully set forth herein.

126. Instead of soliciting the lease for the Building, as required under G.L. c. 30B, the BPDA instead voted to authorize BPDA Director Jemison to enter into a new lease deal with the YMCA at a reduced rental rate and which would provide to the YMCA other significant financial concessions, without providing any bases therefor.

127. By the conduct described in the foregoing Paragraphs above, the BPDA and the BPDA Board exceeded its authority and failed to comply with G.L. C. 30B.

COUNT IV

***Breach of Fiduciary Duty
As Against the BPDA and the BPDA Board for Authorizing
A Reduced Rate Lease Deal with the YMCA***

128. The Plaintiffs fully repeat, re-allege, and incorporate all of the above-enumerated Paragraphs, as if fully set forth herein.

129. Upon information and belief, the City of Boston Assessing Department values the building at over \$11 Million.

130. By authorizing BPDA Director Jemison to enter into a new lease deal with the YMCA at a reduced rate and providing other significant financial concessions to the YMCA, the BPDA and the BPDA Board have breached their fiduciary duty to the Plaintiffs and the taxpayers of Boston to secure the highest and best use of public property.

COUNT V

Violation of the Massachusetts Civil Rights Act (G.L. c. 12, § 11I) As Against the BPDA and the BPDA Board

131. The Plaintiffs fully repeat, re-allege, and incorporate all of the above-enumerated Paragraphs, as if fully set forth herein.

132. Sections 18 to 25, inclusive, of G. L. c. 30A constitutes the Open Meeting Law.

133. As outlined more fully above, the BPDA and the BPDA Board conducted their virtual public meetings via Zoom in a manner whereby: i) all participants in the public meetings were not visible to the public; ii) the BPDA and the BPDA Board hand-selected from those participants (whom only the BPDA and the BPDA Board could see on Zoom) who was allowed to speak during the public meetings; ii) speakers were not required to identify themselves by name and home address prior to speaking during the public meetings to demonstrate that they, in fact, resided in Charlestown.

134. The Plaintiffs rely on participation in public meetings of the BPDA and the BPDA Board to determine that their health and safety and their right to enjoy their respective properties will not be jeopardized or negatively impacted by redevelopment projects such as the Proposed Project.

135. As a result of the actions of the BPDA and the BPDA Board, the Plaintiffs have been deprived of their right to assembly, their right to freedom of speech, and their right to engage in petitioning activity, all as protected by the First Amendment to the U.S. Constitution and the Massachusetts Constitution.

136. As set forth in the foregoing Paragraphs, the BPDA and the BPDA Board have engaged in conduct proscribed under G.L. c. 12, § 11I (the Massachusetts Civil Rights Act), which provides as follows:

Any person whose exercise or enjoyment of rights secured by the constitution or laws of the United States, or of rights secured by the constitution or laws of the commonwealth, has been interfered with, or attempted to be interfered with, as described in section 11H, may institute and prosecute in his own name and on his own behalf a civil action for injunctive and other appropriate equitable relief as provided for in said section, including the award of compensatory money damages. Any aggrieved person or persons who prevail in an action authorized by this section shall be entitled to an award of the costs of the litigation and reasonable attorneys' fees in an amount to be fixed by the court.

137. By the conduct described in the foregoing Paragraphs above, the BPDA and the BPDA Board not only violated the Open Meeting Law but also prevented the Plaintiffs from exercising their right to assembly their right to freedom of speech, and their right to engage in petitioning activity, all as guaranteed under the First and Fourteenth Amendments to the United States Constitution and the Massachusetts Constitution, in violation of G.L. c. 12, § 11I.

COUNT VI

***Breach of Fiduciary Duty As Against the BPDA and the BPDA Board
For Allowing the YMCA to Default on its Previous Rental Payments.***

138. The Plaintiffs fully repeat, re-allege, and incorporate the foregoing Paragraphs above, as if fully set forth herein.

139. The Plaintiffs are informed and therefore believe that the BPDA had previously leased the Building to the YMCA.

140. The YMCA repeatedly failed to pay rent as required under the above-referenced lease with the BPDA; however, the BPDA never deemed the YMCA to be in “default,” nor did the BPDA assume control of the Project Site.

141. The BPDA was recently faced with a situation similar to that of the YMCA identified above; this time, the situation concerned the “Chain Forge” building, which is another property located in the Charlestown Navy Yard (Building 105; 105 First Street, Charlestown), where the redeveloper of the Chain Forge has failed to make all required payments to BPDA and secure all necessary permits and financing to enable construction.

142. In response to the conduct of the Chain Forge redeveloper, the BPDA notified the Chain Forge redeveloper that it is in default of its lease obligations and that the BPDA is taking all legal actions required to recapture the Chain Forge building.

143. The BPDA failed to take such action as against the YMCA as it did with the Chain Forge redeveloper, which has caused significant financial harm to Boston’s taxpayers, as the lost rents have never been recovered.

144. The BPDA has breached its fiduciary duty to the taxpayers of Boston by not following a consistent process in dealing with tenants, like the YMCA, who default on rental payments and building maintenance obligations.

145. Specifically, as a landlord, the BPDA has allowed the YMCA to default on its rental payments, in violation of the BPDA's fiduciary duty to the Plaintiffs and the taxpayers of Boston to secure the highest and best use of public property.

COUNT VII

Civil Conspiracy As Against the BPDA, the BPDA Board, and the Mayor For De Facto Approving the Proposed Project and Lease to the YMCA

146. The Plaintiffs fully repeat, re-allege, and incorporate the foregoing Paragraphs above, as if fully set forth herein.

147. As set forth in the above Paragraphs, the BPDA, the BPDA Board, and the Mayor, each with the other, did work in concert and/or in an agreement to approve the Proposed Project without following the development review processes required under the Zoning Code, the IAG Executive Order, and as outlined on the BPDA's own website, which conduct also was intended to prevent and obstruct the Plaintiffs' ability to participate in the public meetings of the BPDA and the BPDA Board to voice any opposition to the Proposed Project.

148. Further the BPDA and the BPDA Board conspired with the YMCA to engage in back-room dealing and entered into a reduced-rate lease agreement, which included the provision of other significant financial concessions to the YMCA, instead of soliciting the lease as required under G.L. c. 30B.

149. The above-referenced actions in concert and/or agreement of the BPDA, the BPDA Board, and the Mayor resulted in a *de facto* approval of the Proposed Project and the lease agreement, which amount to a civil conspiracy.

150. Further, the above-referenced actions in concert and/or agreement of the BPDA, the BPDA Board, and the YMCA resulted in the reduced-rate lease agreement, which amounts to a civil conspiracy.

JURY DEMAND

THE PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

PRAYERS FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request that this Honorable Court:

- 1) Issue declaratory judgment pursuant to G.L. c. 231A, §§ 1, et seq., that:
 - a. The BPDA, the BPDA Board, and the Mayor failed to comply with the development review processes required under the Zoning Code, the IAG Executive Order, and as outlined on the BPDA's own website; and
 - b. The BPDA and the BPDA Board failed to comply with the Open Meeting Law; and
 - c. The BPDA Decision be annulled in its entirety as being arbitrary, capricious, improper, and based on legally untenable ground, or, in the alternative, that the matter be remanded back to the BPDA to reopen the public hearing process, in conformance with the Open Meeting Law, and to address the shortcomings in the BPDA Decision; and
 - d. The BPDA Decision regarding the authorization of BPDA Director Jemison to enter into a lease agreement as between the BPDA and the YMCA be voided, and that the BPDA be required, pursuant to G.L. c 30B,

to publicly solicit any lease related to the Building prior to entering into any such lease agreement; and

- 2) After a trial on the merits, enter a Court Order that, because the BPDA, the BPDA Board, and the Mayor conspired to willfully and knowingly deny the Plaintiffs' right to participate in the public review processes, they violated the Plaintiffs' right to assemble, right to freedom of speech, and right to engage in petitioning activity, as secured by the First and Fourteenth Amendments to the U.S. Constitution and the Massachusetts Constitution, in violation of the Massachusetts Civil Rights Act; and, therefore, the Plaintiffs are entitled to entry of judgment, including attorneys' fees and costs associated with this action, pursuant to G.L. c 12, §11I, and 42 U.S.C.A. § 1983; and
- 3) After a trial on the merits, award to the Plaintiffs damages, costs, and attorneys' fees in an amount to be determined; and
- 4) Grant such further relief as this Court may deem just and equitable.

Respectfully submitted,

The Plaintiffs,
**MELISSA A. BRENNAN,
JOSEPH McPHERSON, KELLY FLYNN,
ROBERT O'LEARY, KAREN DiPIETRO,
NEZAM AFDHAL, KRISTANYA
FLORENTINO, THOMAS MEEHAN,
KENNETH FRIEDMAN, JOHN GALANTE,
and NANCY MARA-ALDRICH,**

By their Attorneys,

/s/ Tanya D. Trevisan

Gregory Fleming, Esquire
BBO # 568630
gffleming@msullc.com
Tanya D. Trevisan, Esquire
BBO # 637769
ttrevisan@msullc.com
MIRRIONE, SHAUGHNESSY & UITTI, LLC
2 Batterymarch Park, Suite 302
Quincy, MA 02169
(508) 510-5727

Dated: February 6, 2024

CERTIFICATE OF SERVICE

I, Tanya D. Trevisan, hereby certify that on this 6th day of February 2024, I caused to be served the foregoing **Certified Mail, Postage Prepaid, Return Receipt Requested**, to all defendants named herein, in accord with G.L. c. 121A, § 6C.

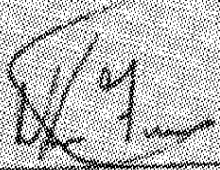
/s/ Tanya D. Trevisan

Tanya D. Trevisan, Esq.

VERIFICATION

I, Kenneth Friedman, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 3 day of February 2024.

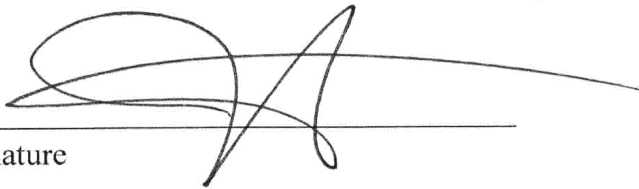


Signature

VERIFICATION

I, JOHN GALANTE, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 4th day of February 2024.



Signature

VERIFICATION

I, Joseph B. McPherson, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.


Signed under the penalties of perjury this 4 day of February 2024.


Signature

VERIFICATION

I, Karen S. DiPietro, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.


Signed under the penalties of perjury this 02 day of February 2024.


Signature

VERIFICATION

I, KELLY FLYNN, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 18th day of February 2024.


Signature

VERIFICATION

I, Thomas Meehan, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 1st day of February 2024.

Thomas F. Meehan

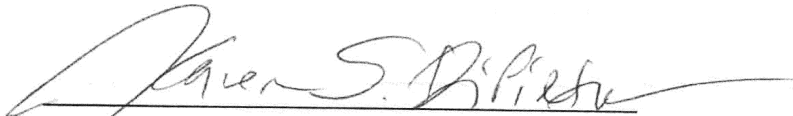
Thomas F. Meehan

Signature

VERIFICATION

I, Karen S. DiPietro, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 02 day of February 2024.

A handwritten signature in cursive script that reads "Karen S. DiPietro". The signature is written in black ink and is positioned above a horizontal line.

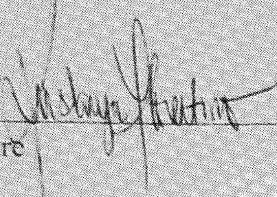
Signature

VERIFICATION

I, Kristanya Florentino certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 1st day of February 2024.

Signature

A handwritten signature in black ink, appearing to read "Kristanya Florentino", is written over a horizontal line. The signature is cursive and somewhat stylized.

VERIFICATION

I, Melissa A. Brennan, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 5th day of February 2024.


Melissa A. Brennan

Signature

VERIFICATION

I, Nancy MACR-Addich, certify that I have read the foregoing Plaintiff Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 4th day of February 2024.



Signature

VERIFICATION

I, Nezam Afdhal certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 5th day of February 2024.


Nezam Afdhal

Signature

VERIFICATION

Robert Thomas O'Leary, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.


Signed under the penalties of perjury this 4th day of February 2024.


Signature

VERIFICATION

I, KELLY FLYNN, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 18th day of February 2024.


Signature

VERIFICATION

I, Thomas Meehan, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 1st day of February 2024.

Thomas F. Meehan

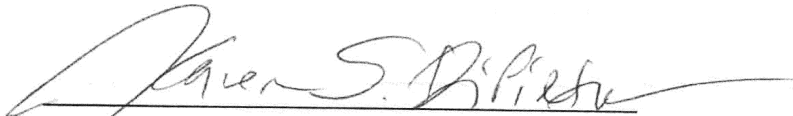
Thomas F. Meehan

Signature

VERIFICATION

I, Karen S. DiPietro, certify that I have read the foregoing Plaintiffs' Verified Complaint and the facts contained therein, that the facts are based on my personal knowledge or upon information available to me, and that the facts set forth therein are true and accurate to the best of my knowledge and belief.

Signed under the penalties of perjury this 02 day of February 2024.

A handwritten signature in cursive script that reads "Karen S. DiPietro". The signature is written in black ink and is positioned above a horizontal line.

Signature

EXHIBIT A

MEMORANDUM

December 14, 2023

TO: **BOSTON REDEVELOPMENT AUTHORITY**
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY ("BPDA")
AND JAMES ARTHUR JEMISON II, DIRECTOR

FROM: CASEY HINES, DEPUTY DIRECTOR OF DEVELOPMENT REVIEW
SARAH BLACK, SENIOR PROJECT MANAGER
HARSHIKA BISHT, SENIOR SUSTAINABLE DESIGN REVIEWER

SUBJECT: THE INDEPENDENCE AT THE CHARLESTOWN NAVY YARD,
CHARLESTOWN

SUMMARY: This Memorandum requests that the Boston Redevelopment Authority ("BRA") d/b/a Boston Planning & Development Agency ("BPDA") authorize the Director to: (1) issue a Scoping Determination waiving further review pursuant to Section 80B-5.3(d) of the Boston Zoning Code (the "Code") in connection with the Project Notification Form submitted to the BPDA on September 29, 2023 (the "PNF"), by the Planning Office for Urban Affairs, Inc. / Saint Francis House, Inc. (collectively, the "Proponent") for the Independence at the Charlestown Navy Yard Project (the "Proposed Project", defined below) in the Charlestown neighborhood of Boston; (2) issue a Certificate of Compliance under Section 80B-6 of the Code upon successful completion of the Article 80 Large Project review process; (3) enter into a Cooperation Agreement in connection with the Proposed Project, enter into a Ground Lease amendment or new Ground lease if required, and take any other actions and execute any other agreements and documents that the Director deems appropriate and necessary in connection with the Proposed Project.

PROJECT SITE

The Proposed Project is located at 150 Third Avenue in the Charlestown Navy Yard, also known as Building 150 located on a portion of Parcel NY-1 in the Charlestown Urban Renewal Area, Project No. Mass. R-55, as amended (the "Project Site"). The Project Site consists of a six-story building known as Building 150 on an

BOARD APPROVED

approximately 14,762 square foot site. Building 150 has previously operated as the Constitution Inn and co-housed the Dennis McLaughlin House. The Dennis McLaughlin House segment of the building provided tailored supportive services to residents. Until 2020, the 147-room Constitution Inn operated as an inn that included 135 rooms for travelers and twelve rooms for the Dennis McLaughlin House. In addition to the Dennis McLaughlin House and the Constitution Inn, Building 150 houses the Charlestown branch of the YMCA of Greater Boston (YMCA), which includes a swimming pool and physical fitness and wellness facility on the ground and basement levels.

DEVELOPMENT TEAM

Proponent/Developer: Planning Office for Urban Affairs, Inc.
84 State Street, Suite 600
Boston, MA 02109
William Grogan, President
Amarillys Rodriguez, Senior Project Manager

St. Francis House, Inc.
39 Boylston Street
Boston, MA 02116
Karen LaFrazia, President and CEO

Architect: The Architectural Team (TAT)
50 Commandants Way
Chelsea, MA 02150
Phil Renzi, Associate

Legal Counsel: Goulston and Storrs
400 Atlantic Avenue
Boston, MA 02110
Matthew Kiefer
Connor O'Dwyer

Permitting Consultant: Epsilon Associates, Inc.
3 Mill & Main Place, Suite 250
Maynard, MA 01754
Cindy Schlessinger
Alex Brooks

BOARD APPROVED

25

Mechanical Engineer: RW Sullivan Engineering
529 Main Street, Suite 203
Boston, MA 02129
Shane P. Wise, Principal
Dennis Lockhead
Michael S. O'Rourke

Transportation
Consultant: Howard Stein Hudson
11 Beacon Street, Suite 1010
Boston, MA 02108
Michael White
Mollie Griminger

Security Consultant: Kroll Associates
225 Franklin Street
Boston, MA 02110
Dan Linskey

Sustainable Design
Consultant: CLEAResult
33 Federal St
Boston, MA 02110
Ann John, LEED AP, WELL AP
Jeremy Dagold

Civil Engineer: Samiotes Consultants, Inc.
20 A Street
Framingham, MA 01701
Stephen Garvin PE, LEED AP, President/Principal
Jeffrey Pilat

DESCRIPTION AND PROGRAM

The Project contemplates moderate renovations to an approximately 78,000 sf portion of Building 150 that comprises the former Constitution Inn. The 147 existing hotel-style, one-bedroom units will be converted into 100 rental units consisting of approximately 64 studios, approximately 14 one-bedrooms, and approximately 22 two-bedroom units. Consistent with the existing condition, no vehicle parking will

BOARD APPROVED

be provided on site. One hundred and six (106) secure bike parking spaces will be provided within the building for resident and YMCA employee use in addition to 24 exterior, visitor parking spaces. The remaining approximately 18,000 sf of the building’s interior space will be leased back to the YMCA which will renovate it for the continued operation of a fitness and wellness facility including the existing swimming pool.

The Proponents propose to renovate the existing building for use as a 100% permanent affordable housing community, with 100 affordable rental units. Fifty-two (52) of the total 100 units will be leased to households earning not more than 80% of Area Median Income (AMI), and 48 of the 100 units will be dedicated to the Permanent Supportive Housing (PSH) model and are designated as PSH units in the proposed building plans. The PSH units will be leased under written leases to households earning no more than 30% AMI and will include on-site services for vulnerable populations that support stable tenancies. The PSH model combines providing deeply affordable, permanent, leased housing for individuals experiencing homelessness with tailored individualized services to assist people with disabilities to live successfully in the community long term.

The table below summarizes the Proposed Project’s key statistics.

Estimated Project Metrics	Proposed Plan
Gross Square Footage	Approximately 110,334
Gross Floor Area	Approximately 95,240
<i>Residential</i>	Approximately 69,601
<i>Office</i>	Approximately 7,927 (property management and support staff)
<i>Retail</i>	N/A
<i>Lab</i>	N/A
<i>Medical Clinical</i>	N/A
<i>Education</i>	N/A
<i>Hotel</i>	N/A
<i>Industrial</i>	N/A
<i>Recreational</i>	Approximately 17,712 (YMCA)
<i>Cultural</i>	N/A

BOARD APPROVED

	<i>Parking</i>	N/A
	<i>Mechanical/Service/Storage</i>	Approximately 8,562
Development Cost Estimate		
Residential Units		
	<i>Rental Units</i>	100
	<i>Ownership Units</i>	0
	<i>IDP/Affordable Units</i>	52 Affordable Units / 48 PSH Units
Parking spaces		
		0

ARTICLE 80 REVIEW PROCESS

On September 6, 2023, the Proponent filed a Letter of Intent (LOI) in accordance with the BPDA's policy regarding Provision of Mitigation by Development Projects in Boston. On September 29, 2023, the Proponent filed a Project Notification Form ("PNF"), which commenced a comment period that ran through October 30, 2023. The BPDA hosted a virtual Public Meeting on October 19, 2023. All meetings were advertised in the relevant neighborhood newspaper, posted on the BPDA website, and a notification was emailed to all subscribers of the BPDA's Charlestown neighborhood update list.

PLANNING AND ZONING CONTEXT

According to Map 2B/2C of the City of Boston Zoning Code (the Code), the Project Site is located within the Historic Monument Special Study Area (the Historic Monument Area) of the Charlestown Navy Yard Subdistrict (the CNY Subdistrict) in the Charlestown Waterfront Harborpark District (the Charlestown Harborpark District) and is governed by Article 42F of the Code. The Project Site is also located within a so-called "U" Subdistrict (for a portion of the Charlestown Navy Yard including the Historic Monument Area) and is subject to the Charlestown Urban Renewal Plan, Project No. Mass. R-55, adopted in February 25, 1965, as amended (the "Charlestown Urban Renewal Plan"). As a result, under Section 3-1A.(b) and Section 42F of the Code, the use, design, and dimensional requirements that apply to the Project Site are those set forth in the Ground Lease described below.

The BPDA ground-leased the Project Site to the YMCA pursuant to that certain Ground Lease dated as of August 26, 1991 (as amended or modified from time to

time, the Ground Lease). The dimensions of the existing building on the Project Site will not change as a result of the Project; the primary use of the Project Site will, however, change from a hotel and fitness center to multifamily dwelling use with accessory resident services and a continuation of the YMCA's existing fitness center use in a smaller footprint. The Proposed Project, including these proposed uses, is consistent with the provisions of the Charlestown Urban Renewal Plan for the Project Site and achieves the goals of the Charlestown Urban Renewal Plan. The Proponent and the BPDA anticipate amending the Ground Lease or entering into a new ground-lease, to reflect the Proposed Project changes in the appropriate agreement governing the Proposed Project's zoning compliance.

In their review of the Proposed Project, staff were guided by the zoning regulations noted above as well as the Charlestown Naval Shipyard Comprehensive Update For Historic Monument Area (2000) planning document.

The design and massing are consistent with planning goals for this area. The structure, completed in 1992, was specifically designed to meet the Charlestown Navy Yard Historic Monument Area Design Guidelines. The proposed residential use is consistent citywide planning goals found Housing Boston: 2030 and Imagine Boston: 2030. Provision of income-restricted housing and retention of the existing gym use fulfill goals for housing production and community serving ground floor uses.

MITIGATION & COMMUNITY BENEFITS

By redeveloping an underutilized building and creating a diverse range of new affordable residential units and residential amenities, the Project will provide many public benefits for the City of Boston, both during construction and on an ongoing basis upon its completion. As described below, these benefits include helping alleviate the housing crisis, supporting community members and local affordability, equity, and carbon reduction policy objectives, as well as contributing to the local economy.

Community Diversity and Access to Opportunities

Affordable housing is more powerful as a foundation for positive individual and collective outcomes when it is located in areas of opportunity, allowing residents to manifest their potential by accessing local resources and building a reciprocal relationship with their community that strengthens those resources. The Project

will create new affordable housing opportunities in an area served by a variety of civic, educational, medical, employment, shopping, and recreational resources including Bunker Hill Community College, a community adult education center, various restaurants and businesses, and several parks and open spaces. Furthermore, the Project is close to existing rapid transit, transportation, and bus routes for residents, allowing for easy access to various amenities in the Charlestown Navy Yard, the greater Charlestown neighborhood, and other parts of Boston. This transit access increases job opportunities and access to services for prospective residents. Given that the census tract has a median income at 112% of the area median income and growing in recent years, the Project responds to the growing need for affordable housing in the neighborhood, including potentially for current Charlestown residents that wish to stay in the community. Moreover, with the range of incomes and backgrounds the completed Project will serve, this redevelopment plan will strengthen and build to the socioeconomic diversity of the neighborhood and increase the client or customer base for the resources in the area, while setting residents up for success. Finally, the Proponents will collaborate with community partners and community-based organizations to program the community room and computer space in the Project with programs and services available for the general public.

Efficient Resource Use

The Commonwealth of Massachusetts and the City of Boston have identified hotel conversions as desirable projects because they can lend themselves to creating more permanent housing more easily than other adaptive projects architecturally, financially, and in terms of zoning. The Project reflects these advantages, and the reuse and renovation of an existing vacant building also avoids displacement and facilitates housing people more quickly.

Job Creation

The Project is expected to provide approximately 200 construction trade jobs, 125,000 hours of work and at least 20 permanent jobs.

Improved Energy Efficiency

The Project will include upgrades to existing mechanical systems including the replacement of the existing natural gas chiller and modular boilers. Technology advancement in the years since these systems were installed, as well as thoughtful

equipment selection by the Proponents' design team will allow the building to be heated and cooled more efficiently, reducing energy usage, and associated fossil fuel emissions.

Public Safety

The Project will occupy and rehabilitate a building that is currently mostly vacant, increasing safety in and around the building and ensuring long-term maintenance of the newly renovated building.

Enhancement of YMCA Operations

In June of 2022 the YMCA of Greater Boston conducted a needs assessment with a third-party consultant to collect data from the Charlestown community and YMCA members to help guide them in decision making of program offerings and locations. They learned that residents value the YMCA and its programs, especially the existing swimming pool which is the only operational pool in Charlestown. The sale of the facility will allow the YMCA to stay on-site and make a multi-million-dollar investment in the facility and programming. When the Project is complete the YMCA will have a 15-year lease to remain on site and their objective is to expand YMCA programs and services such as adding childcare and enhancing health and wellness offerings. The gymnasium will be converted into a fitness center to serve 2,000 members while they explore options with local partners and developers to identify additional complementary program space.

The YMCA of Greater Boston has been a proud community partner in Charlestown for over a century and is committed to serving the community in meaningful ways for many years to come.

Commitment to Diversity, Equity, and Inclusion

The Proponents bring a strong history of diverse development team assembly and diverse supplier contracting, as well as a demonstrated commitment to full participation by Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and other diverse businesses in all areas of development and operations, including contracts for construction, design, goods, and services. On previous projects, POUA and St. Francis House have successfully tracked performance with respect to M/WBE participation. POUA and St. Francis already utilized this approach on their Union at 48 Boylston Street development in

Boston. The Proponents will incorporate M/WBE reporting forms with each requisition during development to gauge progress on hiring and achieving targets for contract amounts and hours worked. Likewise, the Proponents track M/WBE performance in soft costs with a focus on equitable subcontracting conducted by the management agent. On all its development projects, POUA has developed its own diversity and outreach plan that sets forth the specific actions and outreach that will achieve these objectives. The goal for the Project is to award substantial contracts to M/WBE businesses through this approach.

SUSTAINABILITY & RESILIENCY

The Project will achieve compliance with the City of Boston's current Article 37 Green Buildings Zoning Code policy and standards at time of approval.

- Consistent with these goals, the Project will be designed and constructed to be LEED Gold certifiable under the LEED BD+C v4: Multifamily Mid-Rise rating system. The preliminary LEED checklist shows a total of 62.5 points, reaching Gold certifiability.
- The proponents will improve the building envelope to reduce energy loads further. The team will assess different pathways of deep energy retrofit solutions, reduce air infiltration and increase effective insulation of the envelope as recommended per low carbon building practices.
- The project team will ensure any new equipment added on site will be highly efficient and Energy star rated. In alignment with the city's carbon neutral policy for BPDA assets, the next filing will include assessment of potential and challenges of partial/ full electrification of the building systems.
- The proponent will procure 100% renewable electricity for the project through 'BCCE Green 100' for all common area loads and set up new residential unit meters subscribing to BCCE's Green 100 Option. This would require informing new residents of the benefits of using renewable electricity, their subscription to the BCCE program, and residents' ability to opt out of the BCCE program at any time at no cost.

The Project is located in the Coastal Flood Resilience Overlay District and will be utilizing a combination of wet and dry floodproofing strategies to provide resilience against future Sea Level Rise. The proposed resilience strategy is contingent upon the Project's ability to relocate the existing four street trees along Third Avenue in order to maintain a clear accessible pedestrian route in the public right-of-way during a storm event. The Proponents will consult with the BPDA's Resilience

Review team during the further design of the project's construction documents to verify the project's resilience approach.

SMART UTILITIES

The BPDA adopted the Smart Utility Policy for Article 80 Development Review – 2018 (last updated in 2020). The Project team has evaluated the applicability and ability to integrate Smart Utility Standards into the new building. A Smart Utilities Checklist for the Project is provided in the PNF. As indicated in the PNF, existing systems and services will remain intact and no new infrastructure is anticipated. Should any updates or revisions occur to the building's systems, related infrastructure or sidewalk reconstruction, the Proponent agrees to complete a Smart Utilities review prior to construction. If applicable, the following items include:

- Review of horizontal infrastructure and landscape features to ensure proper distances have been maintained from tree-pits and relevant green infrastructure.
- The project's Smart Street Light integration. The project team shall include city shadow conduit in accordance with sidewalk reconstruction and PIC review. This includes review of broadband, fiber optic cabling, and shadow conduit in order to preserve broadband equity and other dependent smart technologies.
- A plan to address relevant conflicts reported through COBUCS if/as relevant. The project team and the contractor will continue to work with BT&D and Smart Utilities as needed.
- Coordination of the landscape design to ensure the utilization of low impact design strategies for stormwater retention.

Location of transformers and critical infrastructure so as to ensure coordination with Eversource and "right sized" infrastructure.

TRANSPORTATION

The conversion of the Constitution Inn to a residential building is expected to result in a reduction of trips during the peak hours. This reduction is expected during both peak hours and for all modes of travel.

BOARD APPROVED

25

Pedestrian access will continue to be provided in multiple locations around the Project Site, including along Third Avenue and Ninth Street. The Project will not include the addition of any off-street parking. The Project will provide a dedicated shuttle for residents to facilitate transportation to appointments and other predetermined locations on a regular basis.

The existing sidewalks on Third Avenue and Ninth Street do not meet Boston's Complete Street Standards. As the project advances, the Proponent will work with the BPDA, BTM, and Parks Department to design and implement a pedestrian pathway of at least 5-feet absent vertical elements, including during storm events when deployable flood barriers may be deployed.

BTM has established guidelines requiring projects subject to a Transportation Access Plan Agreement to provide secure bicycle parking for employees and residents, as well as short-term bicycle racks for visitors. Consistent with these guidelines, the Proponents will provide secure bicycle spaces for the Project at a rate of one space per residential unit and one space per 3,000 square feet of YMCA space (106 total secure spaces). In addition, the project will provide 24 exterior, visitor bike parking spaces.

BTM released a TDM Point System Tool in September 2021, for all large, new projects, that aims to reduce vehicle trips. In accordance with this new point system, the Proponents have chosen TDM strategies that collectively meet the point level target for the Project Site. The selected strategies will be specified and codified in the Transportation Access Plan Agreement ("TAPA").

The Proponents are committed to working with the City of Boston so that the Project efficiently serves vehicle trips, improves the pedestrian environment, and encourages transit and bicycle use. The Proponents will be responsible for preparation of the Transportation Access Plan Agreement (TAPA), a formal binding legal agreement between the Proponents and the BTM, which details the Project's transportation mitigation commitments. The TAPA formalizes the findings of the transportation study, mitigation commitments, elements of access and physical design, travel demand management measures, and any other responsibilities that are agreed to by both the Proponents and the BTM.

Further mitigation measures will be discussed with BTM as the Project moves through the permitting process. All mitigation measures will be detailed in the TAPA which is a legal binding document.

AFFIRMATIVELY FURTHERING FAIR HOUSING

The Proposed Project is required to comply with the BPDA's policies under Affirmatively Furthering Fair Housing ("AFFH"), and has committed to the following AFFH interventions:

Article 80 Interventions:

- Provide more income-restricted units than required by the IDP
- Provide all income-restricted units On-Site
- Deepen affordability by offering units at a range of affordability levels from 30% through 80% AMI
- Provide a greater percentage of accessible Group-2 (10% of total units) and sensory units (3% of total units) within the Project, for a total of 13% of units within the Proposed Project

Marketing and Access Interventions

For all 100 units within the Proposed Project, the Proponent has committed to the following marketing and access interventions:

- Agree to follow best practices related to the use of CORI, eviction, and credit records in the tenant screening and selection process. The owner and agent will follow the Boston Fair Chance Tenant Selection Policy, and all information obtained during the application process will be used in a fair and limited way.
- Agree to follow progressive practices related to the use of CORI, eviction, and credit records in the tenant screening and selection process, and in marketing of units, for example following Fair Chance Housing guidelines, and/or waiving eviction and credit checks for affordable units and/or housing voucher-holders.
 - Landlord History will be used in a limited way and mitigating circumstances will be considered in all instances. For example, rent payment history will not be considered at all for applicants who have vouchers.
 - Criminal history reports will be reviewed under the terms of the Fair Chance Tenant Selection Policy, will be considered with mitigating circumstances, and any adverse determination will have the availability for an appeals process.

HOUSING PROGRAM AND INCLUSIONARY DEVELOPMENT POLICY

Projects financed as one entity and where at least forty (40) percent of the units are income restricted are exempt from the Inclusionary Development Policy (the "IDP"), dated December 10, 2015. The Proposed Project is financed as one entity and contains one-hundred (100) income restricted rental units, for 100 percent of the total units, surpassing 40 percent of the total units. As such, the Proposed Project is exempt from the IDP. Affordability of the Units will be monitored by the applicable funding agencies for the Proposed Project.

The proposed AMIs are anticipated as follow:

Percentage of AMI	Number of Units
30% AMI (designated as PSH)	48
30% AMI (not designated as PSH)	6
50% AMI	17
60% AMI	17
80% AMI	12

The locations of the units, their design, amenities, sizes, and AMIs will be finalized in conjunction with Mayor's Office of Housing ("MOH") staff to ensure compliance with all MOH design standards, the MOH Comparable Housing Policy, and any or all applicable requirements under the Affirmative Fair Housing Marketing Program. Of the one-hundred (100) rental units anticipated to be income restricted within the Proposed Project, sixty-four (64) units will be studio units, fourteen (14) units will be one-bedroom units, and the remaining twenty-two (22) units will be two-bedroom units.

RECOMMENDATION

BPDA staff believes that the PNF meets the criteria for issuance of a Scoping Determination waiving further review. It is therefore recommended that the BPDA approve the Proposed Project and authorize the Director to: (1) issue a Scoping Determination waiving further review of the PNF for the Proposed Project pursuant to Article 80, Section 80B-5.3(d) of the Code; (2) issue a Certification of Compliance

BOARD APPROVED

under Section 80B-6 upon successful completion of the Article 80 Large Project review process; (3) enter into a Cooperation Agreement, which incorporates, among other things, the Boston Residents Construction Employment Plan ordinance, enter into a Ground Lease amendment or new Ground lease if required, and any and all other agreements and documents upon terms and conditions deemed to be in the best interest of the BPDA

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized to issue a Scoping Determination pursuant to Section 80B-5.3(d) of the Code which finds that the PNF: (i) adequately describes the potential impacts arising from the proposed 150 Third Avenue, Charlestown Project (the "Proposed Project"), and provides sufficient mitigation measures to minimize these impacts, and (ii) waives further review of the Proposed Project pursuant to subsections 4 and 5 of Section 80B-5 of the Code, subject to continuing design review by the BPDA; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to issue a Certification of Compliance pursuant to Section 80B-6 of the Code in connection with the Proposed Project upon successful completion of the Article 80 Large Project review process; and

FURTHER

VOTED: That the Director be, and hereby is, authorized to execute and deliver a Cooperation Agreement, which incorporates, among other things, the Boston Residents Construction Employment Plan ordinance, enter into a Ground Lease amendment or new Ground lease if required, and any and all other agreements and documents, and to take any and all other actions that the Director deems appropriate and necessary in connection with the Proposed Project.

Constitution Inn (150 Third Avenue)



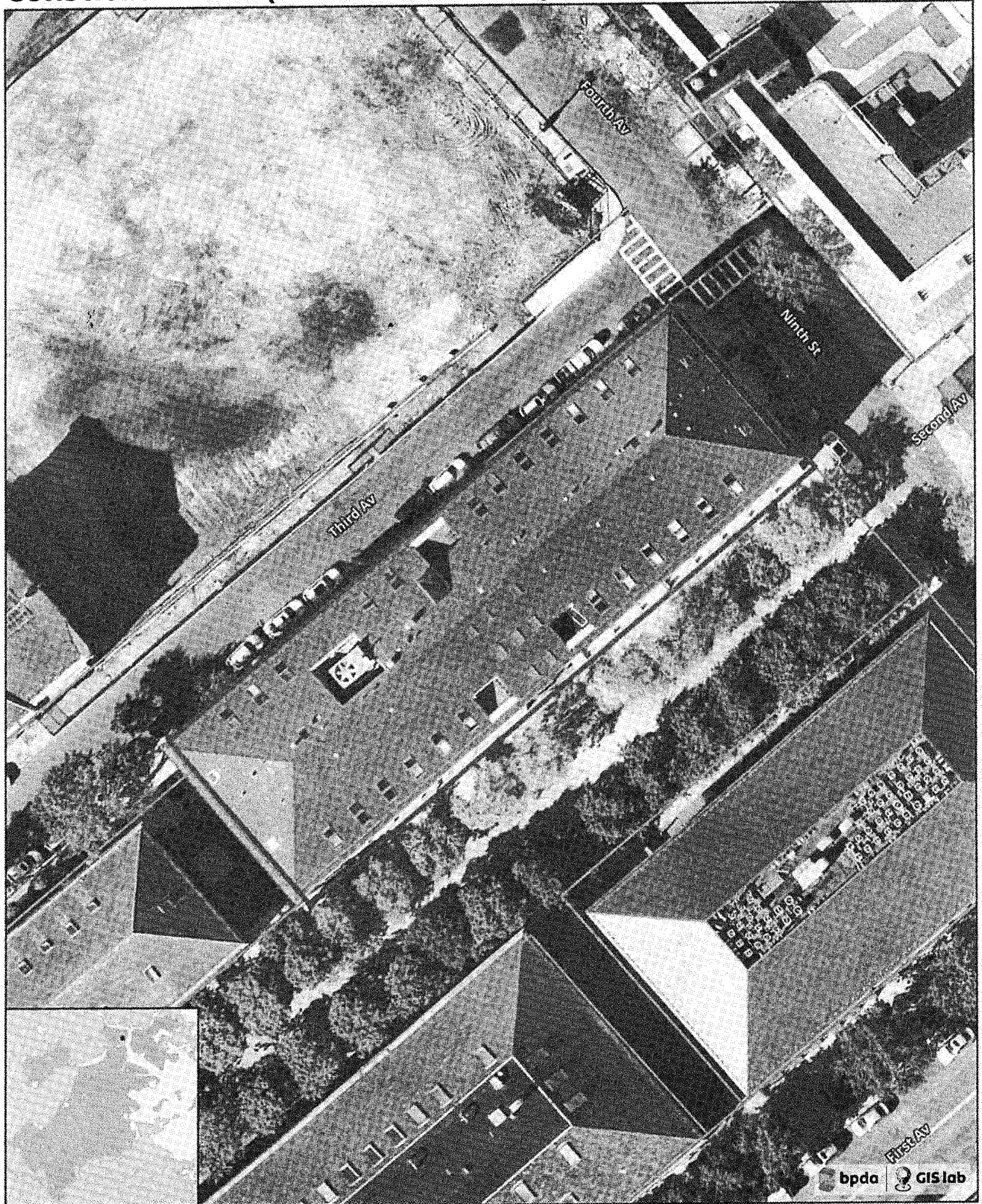
1:500



Constitution Inn (150 Third Avenue)



1:500





**boston planning &
development agency**

TO: Sarah Black, Project Manager
FROM: Travis Anderson, Senior Infrastructure & Energy Planner
Becca Miller, Smart Utilities Program - Associate
DATE: October 30th, 2023
SUBJECT: **Constitution Inn – Smart Utilities Comments – PNF**

The Boston Smart Utilities (BSU) team has reviewed the USP (Utility Site Plan) dated September 29, 2023, and all documents provided in conjunction with this project for compliance with the Boston Smart Utilities Program.

- Please confirm whether any of the utility services will be updated or if they will be utilized in their existing conditions
- In the case that utility services will be updated, please submit an updated Utility Site Plan
- Thank you for meeting 1.25 inches of stormwater retention - Please update the Smart Utilities Checklist to reflect this
- Please continue to incorporate green infrastructure into the landscape design and explore options to add green infrastructure into the Right of Way (i.e. curb extensions)

If you have any questions regarding these comments or would like to arrange a meeting to discuss the policy please feel free to contact Travis Anderson via travis.anderson@boston.gov or smartutilities@boston.gov.

Richard E. McGuinness, Deputy Director for Climate Change and Environmental Planning, BPDA



CITY of BOSTON

Michelle Wu, Mayor

To: Sarah Black, BPDA
From: Yang Yang, PWD
Date: 10/16, 2023
Subject: Constitution Inn- Boston Public Works Department Comments

Included here are Boston Public Works Department comments for Constitution Inn PNF.

Project Specific Scope Considerations:

The developer should coordinate with BTM and PWD to develop safety and accessibility improvements for pedestrians. The developer should verify the compliance of the existing pedestrian ramps as needed, specifically those at Third Ave and 9th Street, at Third Ave and 7th Street, at First Ave and 9th Street, at First Street and 7th Street intersections. The developer should provide perpendicular pedestrian ramps at these intersections. The developer should also coordinate with the Parks Department regarding the street tree plantings.

Site Plan:

The developer must provide an engineer's site plan at an appropriate engineering scale that shows curb functionality on both sides of all streets that abut the property.

Construction Within The Public Right-of-Way (ROW):

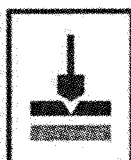
All proposed design and construction within the Public ROW shall conform to PWD Design Standards (<https://www.boston.gov/departments/public-works/public-works-design-standards>). Any non-standard materials (i.e. pavers, landscaping, bike racks, etc.) proposed within the Public ROW will require approval through the Public Improvement Commission (PIC) process and a fully executed License, Maintenance and Indemnification (LM&I) Agreement with the PIC. Please note that the comments below are specific to proposed work within the Public ROW.

Sidewalks:

The developer is responsible for the reconstruction of the sidewalks abutting the project and, wherever possible, to extend the limits to the nearest intersection to encourage and compliment pedestrian improvements and travel along all sidewalks within the ROW within and beyond the project limits. The reconstruction effort also must meet current Americans with Disabilities Act (ADA)/Massachusetts Architectural Access Board (AAB) guidelines, including the installation of new or reconstruction of existing pedestrian ramps at all corners of all intersections abutting the project site if not already constructed to ADA/AAB compliance per Code of Massachusetts Regulations Title 521, Section 21 (<https://www.mass.gov/regulations/521-CMR-21-curb-cuts>). This includes converting apex ramps to perpendicular ramps at intersection corners and constructing or reconstructing reciprocal pedestrian ramps where applicable. Plans showing the extents of the proposed sidewalk improvements associated with this project must be submitted to the PWD Engineering Division for review and approval. Changes to any curb geometry will need to be reviewed and approved through the PIC.

Please note that at signalized intersections, any alteration to pedestrian ramps may also require upgrading the traffic signal equipment to ensure that the signal post and pedestrian push button locations meet current ADA and Manual on Uniform Traffic Control Devices (MUTCD) requirements. Any changes to the traffic signal system must be coordinated and approved by BTM.

All proposed sidewalk widths and cross-slopes must comply to both City of Boston and ADA/AAB standards.



PUBLIC WORKS DEPARTMENT

Boston City Hall • 1 City Hall Sq Rm 714 • Boston MA 02201-2024

The Office of the Streets, Transportation, and Sanitation

(617) 635-4900



CITY of BOSTON

Michelle Wu, Mayor

The developer is encouraged to contact the City's Disabilities Commission to confirm compliant accessibility within the Public ROW.

Driveway Curb Cuts:

Any proposed driveway curb cuts within the Public ROW will need to be reviewed and approved by the PIC. All existing curb cuts that will no longer be utilized shall be closed.

Discontinuances:

Any discontinuances (sub-surface, surface or above surface) within the Public ROW must be processed through the PIC.

Easements:

Any easements within the Public ROW associated with this project must be processed through the PIC.

Landscaping:

The developer must seek approval from the Chief Landscape Architect with the Parks and Recreation Department for all landscape elements within the Public ROW. The landscaping program must accompany a LM&I with the PIC.

Street Lighting:

The developer must seek approval from the PWD Street Lighting Division, where needed, for all proposed street lighting to be installed by the developer. All proposed lighting within the Public ROW must be compatible with the area lighting to provide a consistent urban design. The developer should coordinate with the PWD Street Lighting Division for an assessment of any additional street lighting upgrades that are to be considered in conjunction with this project. All existing metal street light pull box covers within the limits of sidewalk construction to remain shall be replaced with new composite covers per PWD Street Lighting standards. Metal covers should remain for pull box covers in the roadway. For all sections of sidewalk that are to be reconstructed in the Public ROW that contain or are proposed to contain a City-owned street light system with underground conduit, the developer shall be responsible for installing shadow conduit adjacent to the street lighting system. Installation of shadow conduit and limits should be coordinated through the BPDA Smart Utilities team.

Roadway:

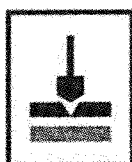
Based on the extent of construction activity, including utility connections and taps, the developer will be responsible for the full restoration of the roadway sections that immediately abut the property and, in some cases, to extend the limits of roadway restoration to the nearest intersection. A plan showing the extents and methods for roadway restoration shall be submitted to the PWD Engineering Division for review and approval.

Additional Project Coordination:

All projects must be entered into the City of Boston Utility Coordination Software (COBUCS) to review for any conflicts with other proposed projects within the Public ROW. The developer must coordinate with any existing projects within the same limits and receive clearance from PWD before commencing work.

Green Infrastructure:

The developer shall work with PWD, the Green Infrastructure Division, and the Boston Water and Sewer Commission (BWSC) to determine appropriate methods of green infrastructure and/or stormwater management systems within the Public ROW. The ongoing maintenance of such systems shall require an LM&I Agreement with the PIC. Effects of water infiltration with respect to the adjacent underpass structure and underground MBTA tunnels that may be negatively impacted by infiltration may impact the ability to install such systems and should be considered. Coordination with PWD and MBTA will be required.



PUBLIC WORKS DEPARTMENT

Boston City Hall • 1 City Hall Sq Rm 714 • Boston MA 02201-2024

The Office of the Streets, Transportation, and Sanitation

(617) 635-4900



CITY of BOSTON

Michelle Wu, Mayor

Resiliency:

Proposed designs should follow the Boston Public Works Climate Resilient Design Guidelines (<https://www.boston.gov/environment-and-energy/climate-resilient-design-guidelines>) where applicable.

Please note that these are the general standard and somewhat specific PWD requirements. More detailed comments may follow and will be addressed during the PIC review process. If you have any questions, please feel free to contact me at jeffrey.alexis@boston.gov or at 617-635-4966.

Sincerely,

Jeffrey Alexis
Principal Civil Engineer
Boston Public Works Department
Engineering Division

CC: Para Jayasinghe, PWD
Todd Liming, PIC



PUBLIC WORKS DEPARTMENT
Boston City Hall • 1 City Hall Sq Rm 714 • Boston MA 02201-2024
The Office of the Streets, Transportation, and Sanitation
(617) 635-4900

**Boston Water and
Sewer Commission**



980 Harrison Avenue
Boston, MA 02119-2540
617-989-7000

October 3, 2023

Ms. Sarah Black
Senior Project Manager
Boston Planning & Development Agency
One City Hall Square
Boston, MA 02201

Re: Constitution Inn, Charlestown
Project Notification Form

Dear Ms. Black:

The Boston Water and Sewer Commission (Commission) has reviewed the Project Notification Form (PNF) for the proposed Constitution Inn project located at 150 Third Avenue in the Charlestown neighborhood of Boston.

The proposed project is located on an approximately 14,762 square foot (sf) BPDA owned site currently occupied by a six-story building known as Building 150. Building 150 is currently ground leased to the YMCA. The proponent, Planning Office for Urban Affairs and St. Francis House (POUA/SFH), intends to acquire the YMCA's ground leasehold and renovate an approximately 78,000 sf portion of Building 150 that comprises the former Constitution Inn. The 147 existing hotel style, one-bedroom units will be converted into approximately 64 studios, approximately 14 one-bedrooms and approximately 22 two-bedroom units. The remaining approximately 18,000 sf of the interior space will be leased back to the YMCA which will renovate it for continued operation of a fitness and wellness facility. The project site is bounded by Third Avenue to the north, Ninth Street to the east, a pedestrian walkway to the south and a commercial building to the west. There is no vehicle parking associated with the project.

According to the PNF, the project's proposed water demand is approximately 11,000 gallons per day (gpd). The Commission owns and maintains an 8-inch Northern Low DICL water main installed in 1985 in Third Avenue, a 12-inch Northern Low DICL water main installed in 1985 in Ninth Street and an 8-inch Northern Low DICL water main installed in 1985 in Second Avenue.

According to the PNF, the proposed sewage generation is 11,010 gpd, a decrease of 5,170 gpd under existing conditions. For sewage and storm drainage service, the site is served by a 12-inch sanitary sewer and a 12-inch storm drain in Third Avenue, a 10-inch sanitary sewer and a 24-inch storm drain in Ninth Street and a 30-inch storm drain in Second Avenue.



The Commission has the following comments regarding the PNF:

General

1. Prior to the initial phase of the site plan development, POUA/SFH should meet with the Commission's Design and Engineering Customer Services to review water main, sewer and storm drainage system availability and potential upgrades that could impact the development.
2. All new or relocated water mains, sewers and storm drains must be designed and constructed at POUA/SFH's expense. They must be designed and constructed in conformance with the Commission's design standards, Water Distribution System and Sewer Use regulations, and Requirements for Site Plans. The site plan should include the locations of new, relocated and existing water mains, sewers and drains which serve the site, proposed service connections, water meter locations, as well as back flow prevention devices in the facilities that will require inspection. A General Service Application must also be submitted to the Commission with the site plan.
3. The design of the project should comply with the City of Boston's Complete Streets Initiative, which requires incorporation of "green infrastructure" into street designs. Green infrastructure includes greenscapes, such as trees, shrubs, grasses and other landscape plantings, as well as rain gardens and vegetative swales, infiltration basins, and paving materials and permeable surfaces. The proponent must develop a maintenance plan for the proposed green infrastructure. For more information on the Complete Streets Initiative see the City's website at <http://bostoncompletestreets.org/>
4. The water use and sewage generation estimates do not appear to be correct. The Commission requires that these values be recalculated and submitted with the Site Plan. POUA/SFH should provide separate estimates of peak and continuous maximum water demand for residential, irrigation and air-conditioning make-up water for the project. Estimates should be based on full-site build-out of the proposed project. POUA/SFH should also provide the methodology used to estimate water demand for the proposed project.
5. For any proposed masonry repair and cleaning POUA/SFH will be required to obtain from the Boston Air Pollution Control Commission a permit for Abrasive Blasting or Chemical Cleaning. In accordance with this permit POUA/SFH will be required to provide a detailed description as to how chemical mist and run-off will be contained and either treated before discharge to the sewer or drainage system or collected and disposed of lawfully off site. A copy of the description and any related site plans must be provided to the Commission's Engineering Customer Service Department for



review before masonry repair and cleaning commences. POUA/SFH is advised that the Commission may impose additional conditions and requirements before permitting the discharge of the treated wash water to enter the sewer or drainage system.

6. It is POUA/SFH's responsibility to evaluate the capacity of the water, sewer and storm drain systems serving the project site to determine if the systems are adequate to meet future project demands. With the site plan, POUA/SFH must include a detailed capacity analysis for the water, sewer and storm drain systems serving the project site, as well as an analysis of the impacts the proposed project will have on the Commission's water, sewer and storm drainage systems.

Water

1. POUA/SFH must provide separate estimates of peak and continuous maximum water demand for residential, commercial, industrial, irrigation of landscaped areas, and air-conditioning make-up water for the project with the site plan. Estimates should be based on full-site build-out of the proposed project. POUA/SFH should also provide the methodology used to estimate water demand for the proposed project.
2. POUA/SFH should explore opportunities for implementing water conservation measures in addition to those required by the State Plumbing Code. In particular, POUA/SFH should consider outdoor landscaping which requires minimal use of water to maintain. If POUA/SFH plans to install in-ground sprinkler systems, the Commission recommends that timers, soil moisture indicators and rainfall sensors be installed. The use of sensor-operated faucets and toilets in common areas of buildings should be considered.
3. POUA/SFH is required to obtain a Hydrant Permit for use of any hydrant during the construction phase of this project. The water used from the hydrant must be metered. POUA/SFH should contact the Commission's Meter Department for information on and to obtain a Hydrant Permit.
4. POUA/SFH will be required to install approved backflow prevention devices on the water services for fire protection, vehicle wash, mechanical and any irrigation systems. POUA/SFH is advised to consult with Mr. Larry Healy, Manager of Engineering Code Enforcement, with regards to backflow prevention.
5. The Commission is utilizing a Fixed Radio Meter Reading System to obtain water meter readings. For new water meters, the Commission will provide a Meter Transmitter Unit (MTU) and connect the device to the meter. For information regarding the installation of MTUs, POUA/SFH should contact the Commission's Meter Department.



Sewage / Drainage

1. In conjunction with the Site Plan and the General Service Application POUA/SFH will be required to submit a Stormwater Pollution Prevention Plan. The plan must:
 - Identify specific best management measures for controlling erosion and preventing the discharge of sediment, contaminated stormwater or construction debris to the Commission's drainage system when construction is underway.
 - Include a site map which shows, at a minimum, existing drainage patterns and areas used for storage or treatment of contaminated soils, groundwater or stormwater, and the location of major control structures or treatment structures to be utilized during the construction.
 - Specifically identify how the project will comply with the Department of Environmental Protection's Performance Standards for Stormwater Management both during construction and after construction is complete.
2. The Commission encourages POUA/SFH to explore additional opportunities for protecting stormwater quality on site by minimizing sanding and the use of deicing chemicals, pesticides, and fertilizers.
3. POUA/SFH must fully investigate methods for retaining stormwater on-site before the Commission will consider a request to discharge stormwater to the Commission's system. The site plan should indicate how storm drainage from roof drains will be handled and the feasibility of retaining their stormwater discharge on-site. All projects at or above 100,000 square feet of floor area are to retain, on site, a volume of runoff equal to 1.25 inches of rainfall times the impervious area. Under no circumstances will stormwater be allowed to discharge to a sanitary sewer.
4. The Massachusetts Department of Environmental Protection (MassDEP) established Stormwater Management Standards. The standards address water quality, water quantity and recharge. In addition to Commission standards, POUA/SFH will be required to meet MassDEP Stormwater Management Standards.
5. Sanitary sewage must be kept separate from stormwater and separate sanitary sewer and storm drain service connections must be provided. The Commission requires that existing stormwater and sanitary sewer service connections, which are to be re-used by the proposed project, be dye tested to confirm they are connected to the appropriate system.



6. The Commission requests that POUA/SFH install a permanent casting stating “Don’t Dump: Drains to Boston Harbor” next to any catch basin created or modified as part of this project. POUA/SFH should contact the Commission’s Operations Division for information regarding the purchase of the castings.
7. If a cafeteria or food service facility is built as part of this project, grease traps will be required in accordance with the Commission’s Sewer Use Regulations. POUA/SFH is advised to consult with the Commission’s Operations Department with regards to grease traps.

Thank you for the opportunity to comment on this project.

Yours truly,

John P. Sullivan, P.E.
Chief Engineer

JPS/afh

cc: William Grogan, POAH
K. Ronan, MWRA
P. Larocque, BWSC

EXHIBIT B



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
THOMAS M. MENINO

EXECUTIVE ORDER
OF
MAYOR THOMAS M. MENINO

An Order Relative to the Provision of Mitigation
by Development Projects in Boston

I, Thomas M. Menino, Mayor of Boston, order that relevant City agencies and departments immediately create and implement policies to ensure that the developer of any proposed project subject to Large Project Review as defined in Article 80 of the Boston Zoning Code (“Proposed Project”) follows the explicit process, hereinafter set forth, with the Boston Redevelopment Authority (“BRA”) in the determination of any and all impacts of the Proposed Project and appropriate mitigation efforts. Mitigation efforts (“Mitigation Efforts”) shall be generally defined as mitigation of environmental impacts through physical enhancements to the Proposed Project or affected areas, or mitigation of social impacts through the provision of community and public benefits. Proposed Mitigation Efforts shall consider both local impacts on and needs of the immediate area surrounding the Proposed Project as well as impacts on and needs of neighborhoods throughout Boston.

I further order that the following process be adopted by relevant City agencies and departments with respect to Proposed Projects:

1. A Letter of Intent (“Letter of Intent”) detailing the location, use, size, general description, potential zoning relief, and other relevant information regarding a Proposed Project must be submitted to the BRA prior to the submission of a Project Notification Form (“PNF”).
2. Following the Letter of Intent but prior to the submission of a PNF, and upon the recommendation of the BRA, I shall appoint an Impact Advisory Group (“IAG”) composed of up to nine (9) members to advise the BRA with respect to appropriate Mitigation Efforts. The IAG will continue until completion of the IAG draft Cooperation Agreement review period as described below. A majority of IAG members shall be residents, business owners, or designees of community organizations in the geographic area determined by the BRA as impacted by the Proposed Project. Any Neighborhood

Councils serving within the impacted area shall be represented on the IAG. In addition, the city councilor, the state representative, and the state senator in whose districts the project is located will each be allowed seven (7) days to nominate three (3) representatives, from whom the Mayor will select one (1). Residents may also nominate individuals for consideration as IAG members.

3. If an IAG is appointed, the members of the IAG shall be invited to attend the Scoping Session on the Proposed Project and the views of the IAG regarding impacts of the Proposed Project and Mitigation Efforts of the developer will be given significant weight by the BRA as it drafts the Scoping Determination.
4. Where the BRA deems it necessary and appropriate, prior to issuing a Certification of Compliance for a Proposed Project the BRA shall enter into a Cooperation Agreement with the developer that shall include the nature and extent of all Mitigation Efforts. The BRA shall not enter into such Cooperation Agreement until the IAG members have been given fifteen (15) days to review the draft Cooperation Agreement and provide comment.
5. Only agreements made by the developer within the Article 80 review process and to which the BRA is a party will have bearing on the developer's Mitigation Efforts as determined by the BRA and will be included within the Cooperation Agreement.
6. Prior to the completion of a Proposed Project, the developer shall obtain from the BRA a Certification of Mitigation Compliance for the Proposed Project detailing the fulfillment to date of the terms of the Cooperation Agreement.

I further order that the provision of Mitigation Efforts by a developer should, whenever possible, be in the form of specific, tangible enhancements, projects, or programs completed by the developer. At the discretion of the BRA, the developer may offer a financial contribution, to be held in escrow by the BRA, to support social programs and community initiatives.

I further order that the determination of Mitigation Efforts be fair and reasonable, that mitigation for environmental impacts of a Proposed Project be comprehensive, and that mitigation for social impacts be appropriate and not excessive. Mitigation Efforts should ensure that the positive benefits of a Proposed Project outweigh the negative impacts of said project. No amount of Mitigation Efforts shall allow for the approval of an otherwise unacceptable project.

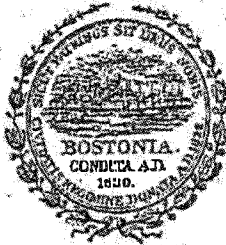
I further order that relevant City agencies and departments create and implement policies to ensure that any residential project developed under or receiving funds from the Mitigation Efforts of a Proposed Project be subject to all fair housing regulations and affirmative marketing procedures.

I request the BRA to adopt the above Order as its policy in connection with Proposed Projects.



Thomas M. Menino
Mayor of Boston

Dated: 10/10/00



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
THOMAS M. MENINO

EXECUTIVE ORDER
OF
MAYOR THOMAS M. MENINO

An Order Further Regulating the Provision of Mitigation
by Development Projects in Boston

I, Thomas M. Menino, Mayor of Boston, in amendment to my Executive Order of October 10, 2000, entitled "An Order Relative to the Provision of Mitigation by Development Projects in Boston," hereby strike Section 2 of Paragraph 2 thereof and insert in its place the following new Section 2:

2. Following the Letter of Intent but prior to the submission of a PNF, and upon the recommendation of the BRA, I shall appoint an Impact Advisory Group ("IAG") composed of up to fifteen (15) members to advise the BRA with respect to appropriate Mitigation Efforts. The IAG will continue until completion of the IAG Draft Cooperation Agreement review period as described below. A majority of IAG members shall be residents, business owners, or designees of community organizations in the geographic area determined by the BRA as impacted by the Proposed Project. Any Neighborhood Councils serving with the impacted area shall be represented on the IAG. In addition, the city councilor, the state representative, and the state senator in whose districts the project is located will each be allowed seven (7) days to recommend two (2) representatives for appointment by the Mayor to the IAG. Residents may also nominate individuals for consideration as IAG members.

I request the BRA to adopt the foregoing in amendment of its policy in connection with Proposed Projects.

Thomas M. Menino
Mayor of Boston

Dated: 4/3/01

EXHIBIT C



Mitigation & Impact Advisory Groups

What is an Impact Advisory Group (IAG)?

The City recognizes that large scale development projects can have both positive and negative impacts on the surrounding community. In order to balance out these impacts, the City works with developers to address the social and environmental impacts of the project by providing mitigation. An **Impact Advisory Group ("IAG")** advises the BPDA in both identifying the impacts and determining the appropriate mitigation. The executive order relative to the provision of mitigation stipulates role of the impact advisory group.

What is Mitigation?

Mitigation can include physical improvements that the developer will provide on-site or within the impacted area. For instance, mitigation could include a traffic study that results in a modified pattern of stoplights, signage, and crosswalks. Mitigation can also take the form of monetary contributions to local organizations, such as "The Friends Of" a park or a playground. The BPDA provides oversight of these funds to ensure that they are spent in the ways that are approved and agreed upon.

Who decides what benefits qualify for mitigation?

Mitigation is about creating a balance. To determine that balance, mitigation is agreed upon by the developer and the Boston Planning & Development Agency, with the input of the members of the affected community.

How does the City approach mitigation?

The IAG process was announced in October of 2000 as a way to standardize practices and clarify the framework for determining mitigation. The policy sets clear and consistent guidelines for all communities and developers.

Who determines the impacted area?

The BPDA is required to determine the impacted areas of development projects. Determining that area involves weighing elements such as location, size, mass, use, transportation, and existing and proposed infrastructure.

Why is an Impact Advisory Group appointed?

An IAG is a group of individuals chosen to formally examine the impacts of a proposed project and make recommendations on mitigation. An IAG is composed of up to fifteen (15) members, a majority of whom are residents, business owners, or designees of community organizations within the impacted area.



The Mayor appoints the IAG, drawing nominations from the district City Councilor, State Representative, and State Senator as well as recommendations from the at-large City Councilors and the Mayor's Office of Neighborhood Services.

How does an IAG get assembled?

- I. The developer submits a **Letter of Intent** to the BPDA, informing the agency that the developer intends to begin the **Article 80** process.
- II. Upon receipt of the Letter, the BPDA solicits nominations for IAG from the district.
- III. City Councilor, State Representative, and State Senator. The BPDA also seeks input from at-large City Councilors and the Mayor's Office of Neighborhood Services.
- IV. After a period of seven (7) days, the Mayor appoints the project's IAG from assembled nominations and recommendations.
- V. The Article 80 review process begins when the Developer submits a **Project Notification Form**.
- VI. The developer then adheres to all Article 80 and BPDA public review requirements, including a community meeting within the impacted area.
- VII. The IAG participates in the BPDA's Scoping Session on the project and offers suggestions to the BPDA on the project impacts and appropriate mitigation.
- VIII. Prior to final execution, the BPDA provides copies of the draft **Cooperation Agreement** to members of the IAG for review and comment.
- IX. After review of the Cooperation Agreement, the IAG's role is complete.

What if I am not on the IAG?

The IAG process does not restrict residents or local organizations from submitting comments during periods designated in the Article 80 process of development review. Community meetings and comments will still play the major role in any development review process.

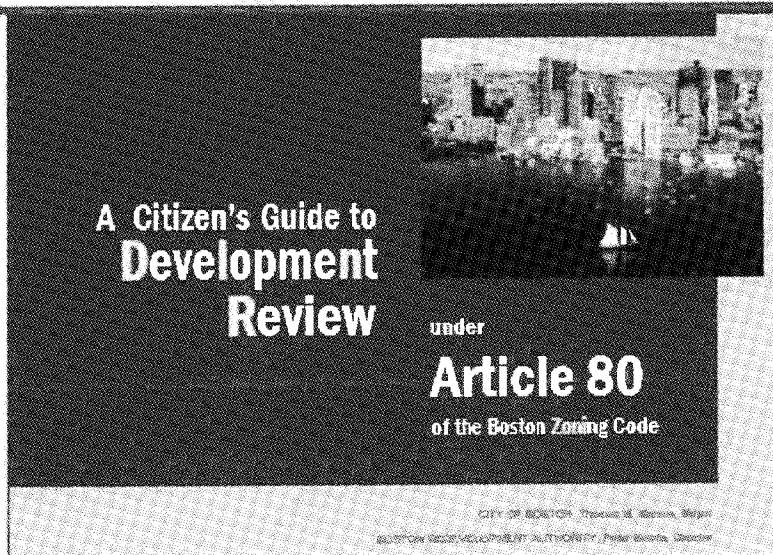
Does the IAG replace the established community voices?

The IAG does not replace or limit other community organizations. Every development project will continue to undergo the same thorough public review process. For instance, the BPDA will



comment officially on a project during the required comment periods. Many projects will require public hearings before the BPDA Board as well as other boards or commissions. IAGs represent a cross-section of individuals to provide greater public insight to the BPDA in weighing mitigation.

For more information, please contact [Casey Hines](#) or [Nupoor Monani](#), Interim Co-Directors of Development Review.



Check out the Citizen's Guide to Development Review to learn more about Article 80,

Boston Planning & Development Agency | One City Hall Square, Boston, MA 02201

Tel: 617.722.4300 Fax: 617.248.1937

© 2024 Boston Planning & Development Agency

EXHIBIT D



BPDA Owned Land

The BPDA property inventory consists of land parcels ranging from small, unbuildable parcels best suited for use by abutters, to larger parcels and sites consisting of contiguous land parcels that are suitable for residential, mixed-use or commercial development. The Real Estate department conducts strategic property dispositions with the goal of maximizing public benefit generated from public land. We are also committed to working with the community to activate underutilized property within the BPDA portfolio.

Property Disposition Process

The BPDA conducts its property dispositions through an open, transparent, community-driven process. We follow Massachusetts General Law (MGL) Chapter 30B as the guideline for our property sale process. Per Chapter 30B, we dispose of a parcel of land in one of the following ways:

Issue a **Request for Proposals (RFP)**. The development guidelines of our RFPs are deeply informed by community feedback, including the uses of the site, circulation, and community benefits. All RFPs for public land include criteria to promote diversity and inclusion, fostering a more inclusive workforce throughout the City of Boston.

Transfer the parcel to another government agency. For example, we may transfer land to the Parks Department to preserve land as open space, or transfer land to the **Department of Neighborhood Development** to develop neighborhood infill housing.

Directly **designate** unbuildable parcels with values of \$35,000 and below to abutters.

In very rare cases where there is only one qualified bidder, the BPDA may depart from 30B and directly designate a parcel valued over \$35,000. In these cases, the BPDA prioritizes community feedback and will conduct a community process.

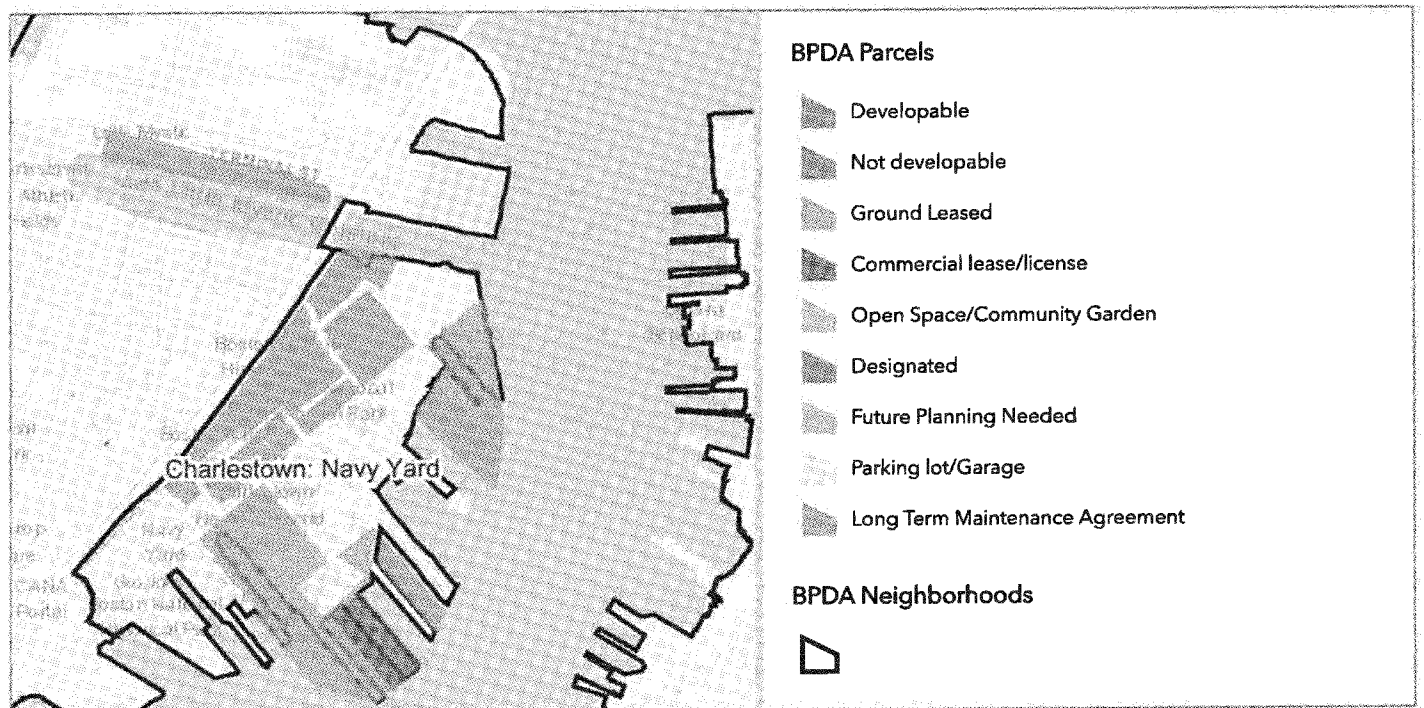
Interested parties are encouraged to [contact the BPDA Real Estate division](#) to inquire about specific parcels in our inventory. The BPDA will consider inquiries received and initiate community processes as appropriate.

All of our RFPs for the disposition of our property are [posted on our procurement webpage](#) and also advertised publicly across Boston.

Property Inventory



a report of property data.



Property Activation

The BPDA owns and manages a number of unique assets across the City of Boston, including open space and underutilized properties. We believe that through creative activation, a portion of these spaces can be used for local placemaking and opportunities for Boston's artists and entrepreneurs.

Community members interested in using BPDA facilities should complete the [BPDA Facility Interest Form](#), providing information on the proposed activation at least 30 days prior to use. If the proposed usage spans a period longer than one month, we require at least 60 days notice prior to use to assess the utilization and seek necessary approvals.

EXHIBIT E

12/12/2023

boston planning & development agency

Neighborhoods Zoning Planning Urban Design Development Housing Research 3D Data & Maps Work with Us

About Us | Contact Us | Careers | Get Involved | News & Calendar | Testimonial Page

About The BPDA

Who We Are

Mayor Wu's Vision for the BPDA

Leadership

BPDA Board

Board Meetings

Meet the Board

Departments

Careers at the BPDA

BRA History

BPDA Achievements

Raymond L. Flynn Marine Park

Glossary

Get Involved

Model Room

Contact Us

Archives

Public Records Request

Press Kit

Credits

SPDA Board

The Boston Planning & Development Agency Board welcomes the public to participate in the December 14, 2023 BPDA Board Meeting. Note that the Board Meeting will start at 3:30 P.M., but the public hearings for the following agenda items will start at 5:30 P.M. **View the latest agendas and memos by clicking on the "December 14, 2023" dropdown below under "Search Meetings."**

- **#34 - 35-75 Morrissey Boulevard, Dorchester.** Interpretation services will be provided in Vietnamese.
- **#35 - Parcel 25, Mission Hill.** Interpretation services will be provided in Spanish, Cantonese, and Mandarin.
- **#36 - Mary Ellen McCormack Redevelopment, South Boston.** Interpretation services will be provided in Spanish.
- **#37 - 415 Newbury Street, Back Bay.**

The December 14, 2023 Board meeting will be hosted through Zoom, and members of the public interested in participating in the public hearings for agenda items #34, #35, #36, and #37 may do so by registering at bit.ly/BPDA-Dec2023BoardMeeting.

The public hearings will begin at 5:30 P.M., but we encourage participants to log in early to troubleshoot the platform. For those who would like to view the Board Meeting but not participate, the meeting will be televised on Boston City TV (Xfinity Channel 26, RCN Channel 13, and Verizon Fios Channel 962) and live-streamed on boston.gov.



EXHIBIT F

12/19, 2023



boston planning & development agency

Neighborhoods Zoning Planning Urban Design Development Housing Research 3D Data & Maps Work with Us

About The BPDA

Who We Are

Mayor Wu's Vision for the BPDA

Leadership

BPDA Board

* Board Meetings

* Meet the Board

Departments

Careers at the BPDA

BRA History

BPDA Achievements

Raymond L. Flynn Marine Park

Glossary

Get Involved

Model Room

Contact Us

Archives

Public Records Request

Press Kit

Credits

Copyright and Disclaimer



BPDA Board

The Boston Planning & Development Agency Board welcomes the public to attend the December 14, 2023 BPDA Board Meeting. Note that the Board Meeting will start at 3:30 P.M., but the public hearings for the following agenda items will start at 5:30 P.M. **View the latest agendas and memos by clicking on the "December 14, 2023" dropdown below under "Search Meetings."**

- * **#34 - 35-75 Morrissey Boulevard, Dorchester.** Interpretation services will be provided in Vietnamese.
- * **#35 - Parcel 25, Mission Hill.** Interpretation services will be provided in Spanish, Cantonese, and Mandarin.
- * **#36 - Mary Ellen McCormack Redevelopment, South Boston.** Interpretation services will be provided in Spanish.
- * **#37 - 415 Newbury Street, Back Bay.**

The December 14, 2023 Board meeting will be hosted through Zoom, and members of the public interested in participating in the public hearings for agenda items #34, #35, #36, and #37 may do so by registering at bit.ly/BPDADec2023BoardMeeting.

The public hearings will begin at 5:30 P.M., but we encourage participants to log in early to troubleshoot the platform. For those who would like to view the Board Meeting but not participate, the meeting will be televised on Boston City TV (Xfinity Channel 26, RCN Channel 13, and Verizon Fios Channel 962) and live-streamed on boston.gov.

Search Meetings



ADVANCED SEARCH

EXHIBIT G

SEE
12164
206
AGT
22/04
179

See
24760
323

9182 119

5/25/79 ¹⁵² 2.26 REG TN

DEED
GENERAL SERVICES ADMINISTRATION
TO
BOSTON REDEVELOPMENT AUTHORITY
OF HISTORIC MONUMENT PARCEL

THE UNITED STATES OF AMERICA, ("Grantor"), acting by and through the ADMINISTRATOR of GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and particularly by Public Law 362, 92nd Congress, and the regulations and orders promulgated thereunder, for and in consideration of the continuous use and maintenance of the premises hereinafter described by the BOSTON REDEVELOPMENT AUTHORITY, ("Grantee"), as and for an historic monument, does hereby grant unto the said BOSTON REDEVELOPMENT AUTHORITY, One City Hall Plaza, Boston, MA 02201, its successors and assigns, all its right, title, and interest in and to the following described property situated in the Charlestown Section of Boston; Suffolk County, Massachusetts, and being referred to from time to time hereafter as the "Historic Monument Parcel".

DESCRIPTION

A certain parcel of land with all improvements thereon situated on the Southeasterly side of Chelsea Street, Charlestown Section of Boston, Suffolk County,

3192 150

Massachusetts and being shown as Parcel No. 1 on a plan entitled "Boston Redevelopment Authority, City of Boston - Suffolk County - Massachusetts, Boston Naval Shipyard - Charlestown, Land Parcel Plan Alternate 1 Revised" by Parsons, Brinckerhoff, Quade & Douglas, Inc., dated May 31, 1978, recorded in the Suffolk County Registry of Deeds ^{herein: the} in Book ~~Page~~ ^{Page}, said parcel being more fully bounded and described as follows:

Commencing at a point 27.52 feet Southeastarily of United States Coast & Geodetic Survey Disk 11N, as shown on said plan measured in the direction of United States Coast & Geodetic Survey Disk 11A, as shown on said plan; thence

- S 49°22'02"W - 461.40 feet to a point at the intersection of First Avenue and Sixteenth Street, between Parcels No. 1 and 2 as shown on said plan, being the point of beginning of the parcel to be described herein; thence still
- S 49°22'02"W - 1,387.94 feet, by Parcel No. 2, as shown on said plan; thence
- S 40°37'53"E - 172.16 feet; by said Parcel No. 2, as shown on said parcel; thence
- S 49°22'12"W - 432.40 feet, by Parcel No. 3, as shown on said plan; thence
- N 40°41'18"W - 389.15 feet, in part by Parcel No. 3 and in part by a parcel labeled "U.S.S. Constitution National Park", both as shown on said plan; thence
- S 49°18'42"W - 116.36 feet by a "CURB" as shown on said plan; thence
- N 40°45'38"W - 100.00 feet to a point; thence
- N 73°31'33"W - 57.94 feet to a point; thence

9182 151

- N 52°04'35"W - 58.87 feet, more or less, to Chelsea Street, the last four (4) courses being by "U.S.S. Constitution National Park", as shown on said plan; thence
- N 37°42'37"E - 1,130.66 feet more or less, to a point; thence
- N 35°35'51"E - 236.34 feet to a point; thence
- N 35°34'57"E - 208.17 feet to a point; thence
- N 35°35'28"E - 27.35 feet to a point; thence
- N 35°30'36"E - 392.32 feet to a point; thence
- N 36°34'05"E - 21.41 feet to a point, the last six (6) courses being by Chelsea Street, as shown on said plan; thence
- N 78°11'41"E - 71.31 feet to a point; thence
- S 78°26'43"E - 329.74 feet more or less, to a point, the last two (2) courses being by Little Mystic Channel, as shown on said plan; thence
- S 28°11'15"W - 269.62 feet, more or less, to a point; thence
- S 40°36'44"E - 470.48 feet to the point of beginning, the last two (2) courses being by Parcel No. 2 as shown on said plan.

Said parcel containing 30.85 Acres, more or less, according to said plan.

For the Grantor's title, see the following:

(A) Recorded Instruments:

(1) Deed from Wm. Calder to the United States of America (USA) dated August 29, 1800, recorded with Middlesex South Registry of Deeds, Book 137, Page 210.

(2) Deed from R. Boylston to the USA, dated August 26, 1800, recorded with Middlesex South Registry of Deeds, Book 137, Page 209.

(3) Deed from A. Putnam to the USA, dated August 29, 1800, recorded with Middlesex South Registry of Deeds, Book 137, Page 208.

9152 152

(4) Deed from C. Henley et al to the USA, dated August 30, 1800, recorded with Middlesex South Registry of Deeds, Book 141, Page 51.

(5) Deed from J. Larkin to the USA, dated December 2, 1800, recorded with Middlesex South Registry of Deeds, Book 141, Page 52.

(6) Receipt for Jury Award (Local Civil Action) from J. Harris to the USA, dated November 29, 1800, recorded with Middlesex South Registry of Deeds, Book 141, Page 48.

(7) Receipt for Jury Award (Local Civil Action) from J. Harris to the USA, dated February 6, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 49.

(8) Deed from E. Breed to the USA, dated February 21, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 39.

(9) Receipt for Jury Award (Local Civil Action) from E. Breed to the USA, dated February 21, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 38.

(10) Deed from A. Putnam to the USA, dated April 2, 1801, recorded with Middlesex South Registry of Deeds, Book 141, Page 168 1/2.

(11) Deed from R. Harris et al to the USA, dated July 6, 1840, recorded with Middlesex South Registry of Deeds, Book 396, Page 1.

(12) Deed from M. Shaw et al to the USA, dated August 2, 1825, recorded with Middlesex South Registry of Deeds, Book 262, Page 94.

(13) Deed from The Salem Turnpike and Chelsea Bridge Corporation to the USA, dated August 1, 1825, recorded with Middlesex South Registry of Deeds, Book 262, Page 95.

(B) Statutory Authority:

(1) c.26 of the Massachusetts Acts & Resolves of 1800.

(2) c.8 of the Massachusetts Acts & Resolves of 1825.

SL82 153

The above premises are hereby conveyed subject to any and all recorded outstanding reservations, easements and rights of way for public roads, railroads, pipelines, drainage ditches, sewer mains and lines and public utilities affecting the premises herein conveyed, insofar as the same may now be in force and applicable.

The property transferred hereby was duly determined to be surplus and was assigned to the Administrator of General Services for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the above remised, released and quitclaimed premises with all the privileges and appurtenances thereto belonging unto the said Grantee, its successors and assigns to its own use and behoof forever, subject, however, to the covenants set forth below.

In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises, except for the perpetual easements reserved herein as set forth below, shall revert to and become the property of the United States of America at its option, and it

9182 154

shall have the immediate right of entry upon said premises and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary of the Interior, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

Notwithstanding any other provisions of this instrument, there are hereby reserved as appurtenant to Parcel No. 2 and as appurtenant or in gross, as the case may be, as to Parcel No. 3 on the above-mentioned Plan (hereafter referred to as the "Benefited Parcels") or any part thereof, as they may be subdivided and re-subdivided from time to time hereafter, or in gross as the case may be, the following perpetual easements over, along and under the Historic Monument Parcel shown on the above-described plan and conveyed herein:

- (1) An easement for travel by foot or vehicle along First Avenue, Second Avenue, Third Avenue, Fifth Avenue, Sixth Street, Eighth Street, Ninth Street, Thirteenth Street and Sixteenth Street, and all of

9150 155

the present roadway between Gate 5 and the intersection of said Fifth Avenue and Thirteenth Street (being the area between Building 266 and Buildings 79; 96 and 207), being streets and ways in said Historic Monument Parcel, all as shown on said above-mentioned plan, as they may now or hereafter exist or be re-located, throughout their respective courses, for all purposes for which streets and ways may be used in the City of Boston from time to time; provided that ingress to and egress from the Benefited Parcels shall not interfere with the use of the property conveyed herein for historic monument purposes; and further provided that (a) any said street or way may be eliminated by the Grantor or its successor so long as it does not substantially interfere with the beneficial use of this easement, and (b) any said street or way may be eliminated by the Grantor or its successor, upon reversion of the title granted hereunder, so long as such elimination does not substantially interfere with the beneficial use of this easement.

- (2) Easements (a) to use and connect from all parts of the Benefited Parcels into all present and future utility systems and appurtenances located within the Historic Monument Parcel, including but not limited to, water, sewer, electric, gas, oil, steam conduits, terminals, power stations, storage tanks

9182 1507

and other distribution systems and power sources,
(b) to install any new utility service, including
the aforesaid streets and ways as the same may now
or hereafter exist or be relocated, and to connect
into same from all parts of the Benefited Parcels
and (c) to enter upon said Historic Monument Parcels
to connect into any of the utility service systems
described above and to install, maintain, relocate,
enlarge, repair and replace any or all of the above-
described utility systems.

- (3) An easement for access and egress to and from Chelsea
Street as it may now or hereafter exist or be named
or relocated, through that area of the Historic
Monument Parcel shown as "Gate 3" on the first above-
described plan, being thirty-three (33) feet wide,
more or less, in the Northwesterly line of said
Parcel along Chelsea Street Northeasterly of Building
79, all as the said "Gate 5" may be widened or re-
located from time to time.

Provided that (a) all work performed in or affecting
the Historic Monument Parcel in any way pursuant to and
under any of the aforesaid easements shall be subject to
prior review and approval by the Boston Redevelopment
Authority and the Secretary of the Interior, or his designee,

(b) all such work shall be in compliance with and governed
by a certain "Program of Preservation and Utilization"
concerning the property conveyed herein, on file in the
office of the Associate Director, Preservation of Historic

Properties, National Park Service, Washington, D.C., and any amendments or changes thereto as may be duly effected, and (c) all property affected by such work shall be restored to substantially identical condition following such work.

The easements reserved herein as appurtenant or in gross, as the case may be, as to the said Benefited Parcels, or in gross as the case may be, shall not be extinguished by any defeasance of the Grantee's title to the Historic Monument Parcel or to any part or all of the Benefited Parcels and shall be enforceable by the owner or owners of all or any part of said Benefited Parcels without exception, limitation, defeasance or merger because of (a) the reversion of title of said Historic Monument Parcel to the Grantor of this instrument for any reason whatsoever or (b) the acquisition of the Benefited Parcels or any part thereof by the Grantee of this instrument or any other person or entity acquiring same from the Grantor herein and subsequent sale or loss of title to all or any part of said Benefited Parcels without further reference to these easements.

The Grantee does by the acceptance of this deed covenant and agree for itself, its successors and assigns, as follows:

1. The premises above described shall be forever used and maintained as and for an historic monument, and for those purposes only, in accordance with the application and approved program of utilization

91.62 158

which is incorporated herein by reference. Said program of utilization may be amended from time to time at the request of either the Grantee or the United States of America, with the written concurrence of the other party, and such amendment shall be added to and become a part of the aforesaid approved program of utilization. However, notwithstanding any provision of the approved program of utilization (as currently written or amended), the property shall not be used for park or recreational purposes, whether or not such use may be compatible with the use and maintenance of the property as and for an historical monument. Prohibited park or recreational purposes include, but are not limited to, swimming or bathing or the providing of swimming or bathing facilities; boating or the providing of facilities for boating; fishing or hunting or the providing of facilities for fishing or hunting; athletic or sporting events of any type whatsoever or the providing of facilities for athletic events; games, rides or playground activities or the providing of facilities for games, rides, or playground equipment; camping or the providing of camping facilities; nature studies or the providing of facilities for nature studies, and the providing of picnic tables,

fireplaces or fire pits or other facilities for picknicking or eating outdoors except for picnic tables only in the immediate vicinity of any place selling food pursuant to concession agreements concurred in by the Secretary of the Interior, if permitted by such agreements.

2. The Grantee, its successors and assigns, shall file biennial reports with the Regional Director, U.S. Department of the Interior, Bureau of Outdoor Recreation, or his successor in function, setting forth the use of the property during the preceding two-year (2-Year) period, and other pertinent data establishing its use of the premises for the purposes set forth above.
3. The Grantor shall have the right during the existence of any National Emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT THAT the Grantor shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without

S1S2 160

Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, the Grantor shall pay a fair rental for the entire portion of the premises so used.

4. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand of the Secretary of the Interior, or his successor in function, take such action, including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein-conveyed premises to the United States of America.
5. By the acceptance of this deed the Grantee, its successors and assigns covenants and agrees that it shall submit preservation, use and financial plans for the Chain and Forge Shop (Building 105 on the above-mentioned Plan), and the Ropewalk Complex (Buildings 58 and 60 on the above-mentioned Plan), to the Secretary of the Interior for approval by the Secretary of the Interior. The Grantee, its successors and assigns, shall also submit Developer's Kits, so called, for Buildings 62 and P as shown on said above-mentioned Plan within a reasonable time subsequent to this conveyance for approval by the Secretary of the Interior.

9182 161

6. Grantee, its successors and assigns, covenant and agree that no new openings shall be created in the facades of buildings located on granted parcel without prior and express written approval of Boston Redevelopment Authority and the Secretary of the Interior. New openings which are specified in the drawings contained in approved Developer's Kits shall be the only exception to this covenant.
7. Grantee, its successors and assigns, covenant and agree that Grantee, its successors and assigns, shall certify to the Secretary of the Interior that the final working drawings of each Redeveloper are consistent with the approved design standards contained in the Boston Redevelopment Authority's application to acquire the subject property for historic monument purposes and the Developer's Kits prior to the execution of any lease with a Redeveloper.
8. Grantee, its successors and assigns, covenant and agree that any buildings located on the granted parcel which are demolished shall be recorded for the Historic American Buildings Survey or Historic American Engineering Record as required by Section 2(c), Executive Order 11593, dated May 13, 1971.

This deed is executed and delivered to the said BOSTON REDEVELOPMENT AUTHORITY, its successors and assigns, without any warranties of title whatsoever, express or implied.

S152 162

IN WITNESS WHEREOF, the United States of America,
acting by and through the Administrator of General Services,
has caused these presents to be executed in its name and
behalf by the Acting Regional Administrator, General Services
Administration, Boston, Massachusetts, and the BOSTON
REDEVELOPMENT AUTHORITY, to evidence its accord with,
acceptance of and agreement to be bound by the reservations,
conditions and covenants herein contained, have caused
these presents to be executed as a sealed instrument in
the name and behalf of each, respectively, on this 7th
day of July , 1978.

UNITED STATES OF AMERICA
Acting By and Through the
ADMINISTRATOR OF GENERAL
SERVICES

By *Alan E. Gorham*
(Name) ALAN E. GORHAM
Acting Regional Administrator
General Services Administration
Boston, Massachusetts

WITNESSES:

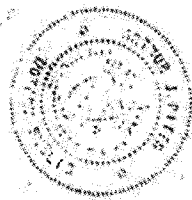
Paul R. Juvonich

Arthur L. Badassarian

9182 153

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

In Boston, in said County and State, on this 7th day of July, 1978, before me personally appeared ALAN E. GORHAM, Acting Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Acting Regional Administrator, General Services Administration, Boston, Massachusetts.



Arthur J. Pitts
Notary Public
ARTHUR J. PITTS
My Commission Expires May 21, 1982

0182 101

ACCEPTANCE

The BOSTON REDEVELOPMENT AUTHORITY does hereby accept this deed and does agree to all the terms and conditions thereof.

BOSTON REDEVELOPMENT AUTHORITY

By: *Robert F. Walsh*
Robert F. Walsh
Title: Director

I, Edward J. Lonergan, acting as attorney for the Boston Redevelopment Authority herein referred to as Grantee do hereby certify that I have examined the foregoing Deed and the proceedings taken by the Grantee relating thereto and find that the acceptance thereof by the Grantee has been duly authorized by the statutes and ordinances of the City of Boston and the laws of the Commonwealth of Massachusetts and further, that, in my opinion, the Deed constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Boston this 10th day of July, 1978.

Edward J. Lonergan
Edward J. Lonergan

Title: Assistant General Counsel

EXHIBIT H



**boston planning &
development agency**

January 26, 2024

BY FIRST CLASS MAIL AND E-MAIL

Tanya Trevisan, Esq.
Mirrione, Shaughnessy and Uitti LLC
2 Battyermarch Park, Suite 202
Quincy, MA 02169
ttrevisan@msullc.com

WITH A COPY TO:

Division of Open Government
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place
Boston, MA 02108
openmeeting@state.ma.us

RE: *Boston Redevelopment Authority Response to Open Meeting Law Complaint
submitted by Neighborhood Voice Alliance, Inc.*

Dear Ms. Trevisan:

Reference is made to the “Open Meeting Law Complaint” dated December 22, 2023 (“**Complaint**”), submitted to the Boston Redevelopment Authority (the “**BRA**”)¹ on behalf of Neighborhood Voice Alliance, Inc. (“**NVA**”). A copy of the Complaint is attached as **Exhibit A**.

This letter shall serve as the BRA’s response to the Complaint.

BACKGROUND

1. Boston Redevelopment Authority’s Statutory Authority

Created as a redevelopment authority under former Massachusetts General Laws (“**G.L.**”) c. 121, § 26QQ, the BRA is a public body politic and corporate organized and existing under G.L. c. 121B, as amended. Section 12 of chapter 652 of the Acts of 1960 abolished the

¹ In 2016, the BRA, together with the Economic Development and Industrial Corporation of Boston (the “**EDIC**”), began doing business as the Boston Planning and Development Agency, or “**BPDA**.” While the BRA and the EDIC have been administratively consolidated, they remain separate legal entities. Accordingly, for the sake of accuracy, the name “**BRA**” will be used herein.

January 26, 2024
Page 2 of 7

Boston City Planning Board and transferred those powers and duties, including all the powers and duties of a planning board under G.L. c. 41, § 70, to the BRA. Article 80 of the Boston Zoning Code (the “**Code**”) authorizes the BRA to conduct development review on large and small projects.

2. Boston Redevelopment Authority Board

Pursuant to G.L. c. 121B, § 5, the BRA is governed by a five-member board (hereinafter, the “**BRA Board**”).² Four of the five members of the BRA Board are appointed by the Mayor of Boston and confirmed by the Boston City Council. See G.L. c. 121B, § 5. One member of the BRA Board is appointed by the Governor of Massachusetts. Id. The BRA Board is a “public body” subject to G.L. c. 30A, §§ 18-25 (the “Open Meeting Law”). See G.L. c. 30A, § 18.

The BRA Board, which typically meets once per month, votes on all final determinations and agreements at the BRA, including planning studies, rezoning initiatives, and development project permitting.

3. The Article 80 Review Process

Article 80 of the Code authorizes the BRA to conduct development review on large and small projects. Article 80 Large Project Review provides a procedure for the comprehensive review of large development projects before and during the schematic design stage and affords the public the opportunity for review and comment. The purpose of this review is to analyze a project’s impacts on its surroundings and on City resources and to identify necessary mitigation measures.

Prior to applying for a building permit, a developer must initiate a review of the proposed project by submitting a Project Notification Form (“**PNF**”) to the BRA. Pursuant to Article 80 requirements, the BRA forwards a copy of the PNF to City of Boston (“**City**”) agencies, civic and community groups, and publishes notice of its receipt of the PNF. Following publication, there is a public comment period. After reviewing the contents of the PNF and the comments received from City agencies and the public, the BRA may issue a directive called a Scoping Determination describing the specific issues, if any, that the applicant must study further. The BRA may also determine that the PNF is adequate and recommend approval to the BRA Board.

4. The Constitution Inn Project

The project to which the Complaint relates (the “**Project**”) is located at 150 Third Avenue in the Charlestown Navy Yard, also known as Building 150. Building 150 is located on a

² The BRA Board currently has four members (Chair Priscilla Riojas, Dr. Ted Landsmark, Kate Bennett and Raheem Shepard) and one vacancy.

January 26, 2024
Page 3 of 7

portion of Parcel NY-1 in the Charlestown Urban Renewal Area, Project No. Mass. R-55, as amended. The BRA owns Building 150. In 1991, the BRA signed a lease agreement with respect to Building 150 with the “Armed Forces Y.” In 2006, the Armed Services Y merged operations with the Greater Boston YMCA, Inc (“YMCA”) and the lease agreement was subsequently assigned to YMCA. Building 150 currently hosts a 37,524 square foot fitness center and 147-room hotel known as “Constitution Inn.” The Constitution Inn ceased operations in 2020 because of the effects of COVID-19 pandemic on the hotel and travel industries.

In October 2021, the YMCA approached the BRA and indicated that it wished to assign the Building 150 lease to “Constitution Inn, LLC,” a Massachusetts limited liability company jointly owned by the Planning Office of Urban Affairs, Inc. and Saint Francis House, Inc. (collectively, the “**Proponent**”). The Proponent plans moderate renovations to an approximately 78,000 square foot-portion of Building 150 that comprises the former Constitution Inn. The 147 existing hotel-style, one-bedroom units will be converted into 100 rental units consisting of approximately 64 studios, approximately 14 one-bedrooms, and approximately 22 two-bedroom units. The remaining approximately 18,000 square feet of the building’s interior space will be leased back to the YMCA for the continued operation of a fitness and wellness facility.

When completed, the Project will consist of a 100% permanent affordable housing community. Fifty-two (52) units will be leased to households earning no more than 80% of Area Median Income (“**AMI**”), and forty-eight (48) units will be dedicated to the “Permanent Supportive Housing” or PSH model and are designated as PSH units in the proposed building plans. The PSH model combines providing deeply affordable, permanent, leased housing for individuals experiencing homelessness with tailored individualized services to assist people with disabilities to live successfully in the community long term. The PSH units will be leased under written leases to households earning no more than 30% AMI and will include on-site services for vulnerable populations that support stable tenancies.

5. October 19, 2023 Meeting

As part of Article 80 review, the BRA sponsored a virtual public community meeting on October 19, 2023 from 6:00 PM to 8:00 PM (the “**October 19th Meeting**”). An advertisement containing the details of the October 19th Meeting was published in the weekly newspaper serving the Charlestown neighborhood, the “Charlestown Patriot Bridge,” on October 5, 2023. In addition, the BPDA maintains a list of individuals who have expressed interest in receiving notices regarding Charlestown projects along with their emails (the “**Charlestown Notice List**”). On October 3, 2023, the BPDA sent a notice via e-mail to the Charlestown Notice List setting forth the details of the October 19th Meeting. On October 12, 2023, the BPDA sent a reminder of the upcoming October 19th Meeting to the Charlestown Notice List. A recording of the October 19th Meeting is available at the following address:
<https://bpda.app.box.com/file/1340038237550?s=o3qgok7hft4419rtqpxu9m7gx110rkle>

January 26, 2024
Page 4 of 7

Notably, NVA does not allege that the BRA Board deliberated at the October 19th Meeting. Indeed, NVA does not even allege that a BRA Board member participated in or otherwise attended the October 19th Meeting. See Exhibit A. A review of the recording reveals that three BRA staff members, Sarah Black, Senior Project Manager, Nick Carter, Senior Project Manager and Jason Ruggiero, Community Engagement Manger, managed October 19th Meeting, with Ms. Black leading the October 19th Meeting on behalf of the BRA. Also in attendance were Devin Quirk, Deputy Chief for Development and Transformation, Michael Christopher, Director of Development Review, Casey Hines, Deputy Director of Development Review, and Caitlin Coppinger, Senior Project Manager. NVA does not allege that any of these BRA staff members are part of the BRA Board or otherwise part of a “public body” subject to the Open Meeting Law. See Exhibit A.

6. December 14, 2023 Board Meeting

At its regularly scheduled board meeting on December 14, 2023, which began at 3:30 p.m., (the “**December Board Meeting**”), the BRA Board considered two items relating to the Constitution Inn. The first, which appeared as number 25 on the agenda for the December Board Meeting (the “**Agenda**”), related to the BRA Board’s consideration of the Project under Article 80. The second, item number 38 on the Agenda, related to the BRA’s authority to consent to the assignment of the Building 150 lease agreement to the Proponent and approval of the terms of an amendment to the Lease that would allow for the contemplated Project. Board Members Priscilla Riojas, Dr. Ted Landsmark, Kate Bennett and Raheem Shepard were in attendance at the December Board Meeting.

As required by the Open Meeting Law, notice of the December Board Meeting was provided 48 hours in advance. Attached hereto as **Exhibit B** are copies of emails between Paul Flaherty of the City Clerk’s office and Brigitte Martin, Board Governance and Operations Specialist for the BRA, showing that the Agenda was sent to the City Clerk’s office at 2:44 PM p.m. December 12, 2023 and posted by the City Clerk’s office at 2:49 p.m. on December 12, 2023, *i.e.*, more than 48 hours prior to the November Board Meeting. Moreover, attached hereto as **Exhibit C** is a copy of the letter from Teresa Polhemus, Secretary of the BRA, to the City Clerk, transmitting the Agenda. The letter from Ms. Polhemus is stamped as having been received by the City Clerk’s office at 2:47 p.m. on December 12, 2023.

DISCUSSION

The Complaint outlines several alleged violations of the Open Meeting Law with respect to the Project. As set forth in greater detail below, none of the allegations are accurate.

1. The October 19th Meeting was not a “Public Meeting” within the Meaning of the Open Meeting Law

January 26, 2024
Page 5 of 7

The Complaint alleges that the BRA held the October 19th Meeting in violation of the Open Meeting Law. However, the BRA Board, the governing body of the BRA and a “public body” subject to the Open Meeting Law, did not meet on October 19, 2023. Rather, a BRA Senior Project Manager facilitated a community meeting on October 19, 2023 as part of the development review process for the Project.

The Open Meeting Law is only applicable to public bodies. OML 2018-044; see G.L. c. 30A, §§ 18-25. The Open Meeting Law defines a “public body” as “a multiple-member board, commission, committee or subcommittee within the executive or legislative branch or within any county, district, city, region or town, however created, elected, appointed or otherwise constituted, established to serve a public purpose.” G.L.c. 30A, § 18. To determine whether an entity is a public body subject to the Open Meeting Law, the Division of Open Government considers three factors: (1) the entity must be “within” government and not excluded from the definition of “public body”; (2) the entity must be a “body,” empowered to act collectively; and (3) the entity must serve a “public purpose.” OML 2011-42.

An individual public employee is not a “public body” subject to the Open Meeting Law. OML 2018-044; and Opinion No. 2012-20 (March 12, 2012); see Open Meeting Law Guide and Educational Materials, p.3. Ms. Black, a BRA Senior Project Manager at the time of the October 19th Meeting, was not and is not a: (1) a governmental entity; (2) a “multi-member board, commission or committee or subcommittee within the executive or legislative branch of state government, or within any county, district, city, region or town,” or (3) a “multi-member body created to advise or make recommendations to a public body.”

It is irrefutable that the October 19th Meeting was not a meeting of a public body and therefore was not subject to the Open Meeting Law. It follows, therefore, that none of the allegations in the Complaint with respect to the October 19th Meeting have any merit. However, the BRA nonetheless feels compelled to state for the record that BRA staff did not hand select meeting participants to speak publicly, but rather, as is clear from watching the recording of the October 19th Meeting, any participant who indicated a desire to speak was called upon to do so.

2. Notice of the December Board Meeting and the Consideration of the Project was Proper.

(a) Pursuant to the Complaint, NVA alleges that the BRA violated the Open Meeting Law because notice of the December Board Meeting was improper. Specifically, NVA asserts that a notice on the BRA’s website initially indicated that the public was invited to “participate” in the December Board Meeting, and that the notice was subsequently changed to an invitation to “attend” the December Board Meeting. NVA alleges that, because this modified notice was posted less than 48 hours prior to the December Board Meeting, such notice was deficient.

January 26, 2024
Page 6 of 7

In making this allegation, NVA ignores the plain requirements of the Open Meeting Law with respect to notice. The Open Meeting Law requires that notice of a public meeting be posted at least 48 hours prior to such meeting and the notice should include “a listing of topics that the chair reasonably anticipates will be discussed at the meeting.” G.L. 30A, Section 20. As described above, the Agenda was posted more than 48 hours prior to the December Board meeting, and plainly states the topics that were to be considered by the BRA Board. That fact that the BRA - in posting an additional notice on its own website, beyond the requirements of the Open Meeting Law - first invited the public to “*participate*” in the December Board Meeting, and later corrected the invitation to “*attend*” the December Board Meeting does not render the timely and proper notice of the December Board Notice deficient. Notably, “the Open Meeting Law does not guarantee the public the right to participate in a public body’s meeting.” OML 2023 – 213.

(b) NVA, somewhat ambiguously, complains that the conduct of the December Board Meeting via Zoom was somehow improper. Holding a virtual public meeting is not a violation of the Open Meeting Law. The BRA has been holding remote Board meetings since April 2020, as is expressly permitted by the Commonwealth. (An Act Relative to Amending Certain COVID-19 Measures Adopted During the State of Emergency, 2021).

(c) NVA complains that the Project was considered out of order at the December Board Meeting, and, without more, asserts that this somehow violated the Open Meeting Law. The BRA can only assume that NVA is aggrieved by the fact that, as is customary and appropriate, the BRA sets specific times to hear those agenda items which are subject to public testimony. At the time specified for such an item, the BRA Board will take the item out of order, ahead of non-public testimony items. Accordingly, at the December Board Meeting, the BRA Board considered items 1 through 19 on the Agenda. Then, beginning at approximately 5:30 p.m., the BRA Board next considered items 34 through 37, each of which was subject to public testimony. Following the conclusion of the BRA Board’s consideration of items 34 through 37, the BRA Board resumed the consideration of the remaining items on the Agenda, beginning with item 20. NVA has not explained how this presents a violation of the Open Meeting Law.³

(d) The NVA asserts that there were shortfalls in the Article 80 development review process conducted by the BRA. The BRA maintains that it ran a complete and appropriate Article 80 review process. More importantly for purposes of this response, however, the BRA’s Article 80 review process falls well outside the scope of the Open Meeting Law. See OML 2023

³ A video recording of the entire December Board Meeting can be found here: <https://www.youtube.com/watch?v=T-bBYPOG-o&t=7s>. The Board’s consideration of the Project begins at approximately 5:38.00.

January 26, 2024
Page 7 of 7

– 213 (declining to make a finding with respect to Article 80 as it is outside of the purview of the Division of Open Government).

(e) Finally, NVA alleges, without more, that “there was no deliberation by the BPDA, clearly indicating that a decision had been made outside of the public meeting process, in violation of the Open Meeting Law.” See Exhibit A. NVA’s contention is plainly wrong. As is clear from a review of the December Board Meeting, following a detailed presentation about the Project by BPDA staff and the Proponent, each of the BRA Board Members asked questions and/or commented on the Project prior to voting. There was no secret decision made outside of the December Board Meeting.

CONCLUSION

The October 19th Meeting, while appropriately noticed and open to the public, was not a meeting of a public body and therefore was not subject to the Open Meeting Law. The BRA Board’s consideration and approval of the Project at the December Board Meeting was conducted in compliance with the Open Meeting Law in all respects, and NVA’s allegations to the contrary are baseless. Thank you for your attention to this matter. Should you have any questions or concerns regarding this response, please do not hesitate to contact me at (617) 918-4211 or via e-mail at lisa.herrington@boston.gov.

Sincerely,

/s/ Lisa Herrington

Lisa E. Herrington
General Counsel

Exhibit A



Counselors at Law

Tanya D. Trevisan
(617) 404-8747 – Direct
ttrevisan@msullc.com
Admitted in: MA

December 22, 2023

VIA EMAIL ONLY: arthur.jemison@boston.gov
James.jemison@boston.gov

Mr. James Arthur Jemison, Director
Boston Planning & Development Agency (BPDA)
One City Hall Square
Boston, MA 02201

RE: Open Meeting Law Complaint, Constitution Inn Public Meetings

Dear Director Jemison:

Please be advised that this office represents the Neighborhood Voice Alliance Inc., which includes numerous residents of Charlestown, with respect to the proposed redevelopment of the Constitution Inn, located at 150 3rd Avenue, Charlestown, Massachusetts (hereinafter, the “Project”). Please consider this correspondence to serve as a formal complaint under G.L. c. 30A, § 23(b) against the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency (the “BPDA”) for continued violations of the Open Meeting Law, G.L. c. 30A, §§ 18-25, at the BPDA’s public meetings held via Zoom on October 19, 2023, and December 14, 2023.

On October 18, 2023, Gregory Fleming, of this firm, sent a letter via email to BPDA Senior Project Manager Sarah Black (the “October 18th Letter”) expressing concern over previous virtual meetings at which the Project was presented. A copy of the October 18th Letter is attached to this email for your reference. The October 18th Letter explains that the BPDA had conducted those meetings via Zoom in a manner such that only the panelists presenting the Project were shown on screen, which resulted in the public not being able to determine who else was present at the meetings. Further, the BPDA was able to hand-select which of the meeting participants that the BPDA wanted to testify regarding the Project. The BPDA did not require those meeting participants, for whom the BPDA had enabled the ability to speak on the Zoom platform, to identify themselves by name or address prior to speaking. This intentional oversight by the BPDA not only enabled persons who reside outside of the Charlestown neighborhood to testify in support of the Project but prevented Charlestown residents who were opposed to the Project from being able to publicly express their opposition via the Zoom meeting platform. The

Office Locations

Main Office – Use for all correspondence
2 Batterymarch Park, Suite 202
Quincy, MA 02169
Tel. (508) 510-5727 ■ Fax (508) 857-0751

46 Railroad Avenue, Unit 202
Duxbury, MA 02332
Tel. (781) 452-7913

December 22, 2023

Page 2 of 4

October 18th Letter further requested that the public meeting for the Project, scheduled for October 19, 2023, be held in a manner whereby: 1) all participants are visible to the public; and 2) all participants be required to identify themselves by name and address prior to addressing the Project panelists.

The Open Meeting Law was enacted “to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based.” Ghiglione v. School Commission of Southbridge, 376 Mass. 70, 72 (1978). Moreover, the Supreme Judicial court of Massachusetts has held that “[i]t is essential to a democratic form of government that the public have broad access to the decisions made by its elected officials and the way in which the decisions are reached.” Walters v. Boston City Council, 2023 WL 3300466 (F.Supp.3d (2023)) (quoting City of Revere v. Mass. Gaming Commission, 476 Mass. 591 (2017) (further quotations omitted)). The law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. Further, the law defines a “meeting” as, “a deliberation by a public body with respect to any matter within the body's jurisdiction.” G.L. c. 30A, § 18. A “deliberation” is defined as “an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that ‘deliberation’ shall not include the distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed.” Id.

The October 19th Meeting

Despite our clients’ concerns and requests in the October 18th Letter, the BPDA failed and refused to comply with the Open Meeting Law at the so-called “public meeting” that the BPDA held via Zoom on October 19, 2023 (the “October 19th Meeting”). Specifically, the BPDA conducted the October 19th Meeting via Zoom in a manner such that only the panelists presenting the Project were shown on screen, which resulted in the public not being able to determine who else was present at the meeting. Again, the BPDA hand-selected certain public participants (whom only the BPDA could see) to speak publicly on the Zoom platform and did not require those participants to identify themselves by name or address prior to speaking. The conduct of the BPDA during the October 19th Meeting not only enabled persons who reside outside of the Charlestown neighborhood to testify in support of the Project but prevented Charlestown residents who were opposed to the Project from being able to publicly express their opposition via the Zoom meeting platform. By doing so, the public was unable to follow the proceedings of the October 19th Meeting.

The December 14th Meeting

Most recently, the BPDA again failed and refused to comply with the Open Meeting Law at the so-called “public meeting” that the BPDA held via Zoom on December 14, 2023 (the “December 14th Meeting”). Specifically, the BPDA failed to comply with the public notice provisions in advance of the December 14th Meeting, took the Project out of order from its place on the agenda, and conducted the meeting in such a manner that there was no deliberation by the

December 22, 2023
Page 3 of 4

BPDA, clearly indicating that a decision had been made outside of the public meeting process, in violation of the Open Meeting Law.

The public notice regarding the December 14th Meeting, which was posted on the BPDA's website on December 12, 2023, stated as follows: The Boston Planning & Development Agency Board welcomes the public to **participate** in the December 14, 2023 BPDA Board Meeting." (Emphasis added.) On December 13, 2023, the public notice regarding the December 14th Meeting, which was posted on the BPDA's website, was changed to read as follows: "The Boston Planning & Development Agency Board welcomes the public to **attend** the December 14, 2023, BPDA Board Meeting." (Emphasis added.) The December 13, 2023, public notice was not provided within at least forty-eight (48) hours of the December 14th Meeting as required under the Open Meeting Law. The public, including my clients, had been led to believe that the public would be able to participate in the December 14th Meeting, relying on the December 12, 2023, public notice of the BPDA's agenda. Notwithstanding deficient public notice, the BPDA nevertheless held the December 14th Meeting.

As is now apparently customary for the BPDA, the BPDA conducted its December 14th Meeting via Zoom in a manner such that the public was not able to determine who was present at the meeting. In granting the request of District 1 Boston City Councilor Gabriela Coletta to speak during the December 14th Meeting, Councilor Coletta stated on the record that she had sent a letter to you, dated November 14, 2023, requesting that the Charlestown community have an opportunity to engage in the full Article 80 review process, including but not limited to having an Independent Advisory Group ("IAG") appointed to assist the BPDA in its review of the Project. Councilor Coletta further stated on the record that she had received more communications from opponents of the Project than supporters of the Project, and that she has witnessed the requests of her Charlestown constituents to the BPDA be denied or go unanswered. Most significantly, Councilor Coletta was prophetic in calling the Project a "done deal," anticipating that the BPDA would approve the Project, which, in fact, the BPDA did. Clearly, the BPDA's December 14th Meeting revealed a merely "ceremonial acceptance" of public commentary and a "perfunctory ratification of secret decisions." McCrea v. Flaherty, 71 Mass.App.Ct. 637 (2008).

Based on the foregoing, on behalf of the Neighborhood Voice Alliance Inc., I am requesting that, as the BPDA Director, you require the BPDA to set aside all actions taken by the BPDA at the October 19th Meeting and the December 14th Meeting the BPDA and cure the above-identified violations of the Open Meeting Law by:

- 1) scheduling a subsequent, full public meeting regarding the Project whereby the BPDA may take independent deliberative action and discuss on the record the public's numerous objections to the Project; and
- 2) following Article 80 of the Boston Zoning Code to require the Project to be subject to all requirements of Large Project Review, including but not limited to the appointment of an AIG.

December 22, 2023

Page 4 of 4

Please be reminded that, in accord with G.L. c. 30A, § 23(b), the BPDA is required to send a copy of this complaint to the Commonwealth of Massachusetts Attorney General within fourteen (14) days and must notify the Attorney General of any remedial action taken. Kindly provide this office with a copy of the BPDA's correspondence with the Attorney General, who is also copied on this correspondence, regarding this matter.

Thank you for your attention to this matter.

Sincerely,

MIRRIONE, SHAUGHNESSY
& UITTI, LLC

/s/ Tanya Trevisan
Tanya D. Trevisan, Esq.

Enclosure

cc: (via email)

Neighborhood Voice Alliance Inc.

AGOpolicygovernment@state.ma.us

gabriela.coletta@boston.gov

erin.murphy@boston.gov

julia.meija@boston.gov

michael.f.flaherty@boston.gov

ruthzee.louijeune@boston.gov

ed.flynn@boston.gov

kenzie.bok@boston.gov

kendra.lara@boston.gov

elizabeth.breadon@boston.gov

frank.baker@boston.gov

brian.worrell@boston.gov

ricardo.arroyo@boston.gov

tania.fernandesanderson@boston.gov

mayor@boston.gov

dan.ryan@mahouse.gov

environment@boston.gov

alison.brizius@boston.gov

carl.spector@boston.gov

sal.didomenico@masenate.gov

editor@reverejournal.com

Teresa.Polhemus@boston.gov



Counselors at Law

Gregory Fleming
(617) 404-8748 – Direct
gfleming@msullc.com
Admitted in: MA, NY

October 18, 2023

Sarah Black
Senior Project Manager
Boston Planning & Development Agency (BPDA)
One City Hall Square
Boston, MA 02201
sarah.black@boston.gov

RE: Open Meeting Law Complaint
Constitution Inn Public Meeting

Dear Sarah Black:

This office represents numerous residents of the Charlestown Navy Yard with respect to the proposed redevelopment of the Constitution Inn, located at 150 3rd Avenue, Boston, MA, to rental housing (hereinafter, the “Project”). Our clients are concerned about potential violations of the Open Meeting Law, G.L. c. 30A, §§ 18-25 at the upcoming open meeting for the Project, scheduled for October 19, 2023 via Zoom (hereinafter, the “Meeting”).

The Open Meeting Law was enacted “to eliminate much of the secrecy surrounding deliberations and decisions on which public policy is based.” Ghiglione v. School Commission of Southbridge, 376 Mass. 70, 72 (1978). The law requires that meetings of a public body be properly noticed and open to members of the public, unless an executive session is convened. See G.L. c. 30A, §§ 20(a)-(b), 21. The law defines a “meeting” as, “a deliberation by a public body with respect to any matter within the body’s jurisdiction.” G.L. c. 30A, § 18. A “deliberation” is defined as “an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that ‘deliberation’ shall not include the distribution of other procedural meeting or the distribution of reports or documents that may be discussed at a meeting, provided that no opinion of a member is expressed.” Id.

At prior meetings to discuss the Project, the Zoom meeting was held in a webinar manner whereby only the panelists were shown on the screen. This resulted in the public not being able to determine who else was present at the meeting. This is a potential violation of the Open Public Meeting Law as the identities of the participants at an open public meeting cannot be withheld from the public.

Office Locations

Main Office – Use for all correspondence
2 Batterymarch Park, Suite 202
Quincy, MA 02169
Tel. (508) 510-5727 ■ Fax (508) 857-0751
Office Hours: Monday – Friday ■ 9:00 AM – 5:00 PM

183 Mammoth Road
Londonderry, NH 03053
Tel. (603) 404-6200
Office Hours: Appointment Only

October 18, 2023
Page 2 of 2

Further, at prior meetings on the Project, participation was only allowed at the behest of the moderator and participants were not required to either provide their name or their home address. This oversight permitted persons who reside outside the Charlestown Navy Yard to present their support of the Project as if they were residents impacted by the Project. This is a potential violation of the Open Meeting Law as critical information was withheld from the public on whether members of the community impacted by the Project were either in support or opposition.

To prevent violations of the Open Meeting Law at the October 19, 2023 Meeting on the Project, we request:

1. The October 19, 2023 Meeting for the Project be held in a manner whereby all participants are visible to the public; and
2. Any participant at the October 19, 2023 Meeting identify themselves by name and home address prior to addressing the panelists;

Thank you for your attention to this matter.

Sincerely,

MIRRIONE, SHAUGHNESSY
& UITTI, LLC

/s/ Gregory Fleming
Gregory Fleming, Esq.

Exhibit B



Brigitte Martin <brigitte.martin@boston.gov>

BPDA/BRA Agenda for Posting

1 message

Brigitte Martin <brigitte.martin@boston.gov>

Tue, Dec 12, 2023 at 2:44 PM

To: Public Notice <publicnotice@boston.gov>, Paul Flaherty <paul.j.flaherty@boston.gov>, James Duffy <james.duffy@boston.gov>

Cc: Teresa Polhemus <teresa.polhemus@boston.gov>

Good afternoon,

The BPDA/BRA Agenda is ready for posting:
<https://content.boston.gov/public-notices/16058536>

The PDF of the Agenda is attached.

Please let me know if you have any questions.

Best regards,



**boston planning &
development agency**

Brigitte Martin

Board Governance and Operations Specialist

617.918.4453 (o)

Boston Planning & Development Agency (BPDA)

One City Hall Square | Boston, MA 02201

bostonplans.org



BPDA BRA CITY CLERK 12.12.2023 .pdf

211K



December 12, 2023

Mr. Alex Geourntas, City Clerk
City Hall, Room 601
Boston, MA 02201

Dear Sir:

Notice is hereby given in accordance with Section 23B of Chapter 39, as Amended, of the General Laws; and, with Section 20b of Chapter 30A of the General Laws, that the Meeting of the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency will be held at 3:30 p.m. on Thursday, December 14, 2023, televised on Boston City TV (Xfinity Channel 26, RCN Channel 13, and Verizon Fios Channel 962) and livestreamed on [boston.gov](https://www.boston.gov).

**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
BOARD OF DIRECTORS' MEETING AGENDA
SCHEDULED FOR DECEMBER 14, 2023 AT 3:30 P.M.**

MINUTES/SCHEDULING

1. Request authorization for the approval of the Minutes of the November 16, 2023 Board Meeting.

2. Request authorization to schedule a Public Hearing on January 18, 2024 at 5:30 p.m., or at a date and time to be determined by the Director, to consider the proposed Development Plan for Phase 1A at 495 Dorchester Avenue, South Boston, within Planned Development Area No. 144, known as On the Dot.
3. Request authorization to schedule a Public Hearing on January 18, 2024 at 5:40 p.m., or at a date and time to be determined by the Director, to consider the Applications of the 90 Cushing North Four Limited Partnership and 90 Cushing North Nine Limited Partnership to the Boston Redevelopment Authority for authorization and approval of a project under Massachusetts General Laws, Chapter 121A and the Acts of 1960, Chapter 652, both as amended for the 90 Cushing North Chapter 121A Project in the Dorchester Neighborhood of Boston.
4. Request authorization to schedule a Public Hearing on January 18, 2024 at 5:50 p.m., or at a date and time to be determined by the Director, to consider the proposed Development Plan for Planned Development Area No.149, 103 North Beacon Street in Allston and to consider the related Development Impact Project.
5. Request authorization to schedule a Public Hearing on January 18, 2024 at 6:00 p.m., or at a date and time to be determined by the Director, to consider the proposed Development Plan for Planned Development Area No.148, 287 Western Avenue, in Allston.
6. Request authorization to schedule a Public Hearing on January 18, 2024 at 6:10 p.m., or at a date and time to be determined by the Director, to consider the proposed Amendment No. 6 for Planned Development Area No. 37, Prudential Center Redevelopment, located at 39 Dalton Street in the Back Bay.

PLANNING AND ZONING

7. Request authorization to adopt the South Boston Seaport Strategic Transit Plan to guide future transit network improvements and investments; and to take all related actions.
8. Request authorization to petition the Zoning Commission to (1) adopt text amendments to Articles 60, 2, and 10 of the Zoning Code and map amendments to zoning maps 8A/B and C to consolidate, simplify, and modernize the Zoning Code; and (2) create 2 new residential subdistricts and implement zoning recommendations from PLAN: Mattapan; and to take all related actions.
9. Request authorization to adopt PLAN: Downtown which will guide the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency and stakeholders on future development, public realm, design, and transportation improvements within Downtown Boston through recommendations for future land use and zoning, urban design guidelines, and transportation improvements; and to take all related actions.

LICENSE AGREEMENT/LEASE/MEMORANDUM OF AGREEMENT/EASEMENT

10. Request authorization to amend the Land Disposition Agreement between the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency and E-Haus, waiving the Resale Payment requirement of the Land Disposition Agreement contingent upon completion of renovations; and to take all related actions.
11. Request authorization to enter into an easement agreement with Nubian Square Development LLC for emergency access to Washington Street for the Nubian Gallery property located at 2164 Washington Street in the Nubian Square area of Roxbury.

TENTATIVE/FINAL DESIGNATION/CONVEYANCE

12. Request authorization to award Final Designation status to the Maple Street Food Forest Stewardship Committee and the Boston Food Forest Coalition Inc. for Parcel L-25 in the Washington Park Urban Renewal Area, also known as 44 Maple Street; and to take all related actions.
13. Request authorization to extend the Tentative Designation status of Drexel Village LLC as Developer of the Crescent Parcel in the Nubian Square area of Roxbury; and to take all related actions.

REQUEST FOR PROPOSALS/INVITATION FOR BIDS/CONTRACTS/GRANTS

14. Request authorization to (1) award a contract to J.C. Cannistraro, LLC in the amount of \$460,600 for the Fire Pump Replacement Project at the China Trade Building located at 2 Boylston Street; and (2) authorize a construction contingency in the amount of \$46,060.
15. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to issue an Invitation for Bids for building envelope repairs of the China Trade Center located at 2 Boylston St.
16. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to award a contract to Marquis Architecture in an amount not to exceed \$117,960 to provide design services for bike and storage rooms in the China Trade Center located at 2 Boylston St.
17. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to issue an Invitation for Bids to repair the Chelsea Street fence in the Charlestown Navy Yard.

18. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to amend the consultant and design services contract with Scape Landscape Architecture D.P.C for the development of design and use guidelines for the Downtown Waterfront, in an amount not to exceed \$13,380.
19. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to award a contract for Citywide ADU Pattern Book and Zoning to Outwith Studio for Citywide ADU Pattern Book and Zoning, in an amount not to exceed \$294,590.
20. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to advertise a Request for Proposals for consultant services supporting preparation of the "Boston's Framework for Greening while Growing" project in an amount not to exceed \$600,000.
21. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to execute an amendment to the contract with Casablanca Services, Inc. in the amount of \$56,547 for a 2-year total contract value of \$216,547, for Downtown Waterfront Landscape and Maintenance Services.

CERTIFICATE OF COMPLETION

22. Request authorization to issue a Certificate of Completion for the successful completion of the 270 Baker Street Project also known as 1208D VFW PARKWAY, in accordance with the Cooperation Agreement by and between the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency and 270 Baker LLC; and to take all related actions.

**ARTICLE 80 DEVELOPMENT/IDP
NOT OPEN TO PUBLIC TESTIMONY**

Allston

23. Request authorization to issue a Scoping Determination waiving further review pursuant to Article 80B, Large Project Review of the Zoning Code for the proposed construction of 170 residential rental units, including 29 IDP rental units, 5,300 SF of commercial space, 49 car parking spaces and secure bicycle parking spaces; located at 25-39 Harvard Avenue and 410R Cambridge Street; and to take all related actions.

Brighton

24. Request authorization to issue a Scoping Determination waiving further review pursuant to Section 80B, Large Project Review of the Zoning Code for the construction of 76 residential homeownership units, including 13 IDP homeownership units, approximately 2,870 SF of retail and lobby space, 45 car parking spaces, and 92 bicycle parking spaces located at 131 North Beacon Street; and to take all related actions.

Charlestown

25. Request authorization to issue a Scoping Determination waiving further review pursuant to Section 80B, Large Project Review of the Zoning Code for the proposed conversion of a portion of Building 150, the former "Constitution Inn" located at 150 Third Avenue, into 100 fully affordable residential rental units; and to take all related actions.

Dorchester

26. Request authorization to enter into an Affordable Rental Housing Agreement and Restriction in connection with the proposed development located at 1742-1748 Dorchester Avenue; and to take all related actions.

27. Request authorization to issue a Certification of Approval pursuant to Article 80E, Small Project Review of the Zoning Code for the proposed construction of 46 residential rental units including 7 IDP rental units, 33 vehicle parking spaces, and 64 bicycle parking spaces located at 1420 Dorchester Avenue; and to take all related actions.
28. Request authorization to issue a Certification of Approval pursuant to Article 80E, Small Project Review of the Zoning Code for the proposed construction of 36 residential rental units, including 6 IDP rental units, 15 car parking spaces, and 40 bicycle parking spaces, located at 81 Hancock Street; and to take all related actions.
29. Request authorization to (1) issue a Certification of Approval/Compliance pursuant to Section 80B, Large Project Review of the Zoning Code, in connection with the Notice of Project Change filed by JLCD Development and The Michaels Organization as 554 Columbia Road LLC on October 6, 2023; and (2) issue a Determination waiving further review pursuant to Article 80, Large Project Review of the Zoning Code for the 554-562 Columbia Road project; and (3) execute an updated Cooperation Agreement; and to take all related actions.

East Boston

30. Request authorization to enter into an Affordable Housing Agreement in connection with the proposed development located at 1 Everett Street; and to take all related actions.

Longwood

31. Requests authorization to waive further review of the Institutional Master Plan Notification Form for Renewal of the Boston Children's Hospital Institutional Master Plan pursuant to Section 80D of the Code; and to take all related actions.

32. Request authorization to adopt an amendment to the Report and Decision and Regulatory Agreement for the Franklin Hill Phase I Chapter 121A Project, approving the transfer of a partnership interest in the project.

South Boston

33. Request authorization to issue a Determination pursuant to Section 80A-6 of the Zoning Code in connection with the Notice of Project Change, for the construction of 114 residential rental units including 20 IDP units, 43,00 SF of retail space, 20 car parking spaces, and 116 bicycle parking spaces, located at 270 Dorchester Avenue; and to take all related actions.

PUBLIC HEARINGS

OPEN TO PUBLIC TESTIMONY

34. 5:30 PM – Request authorization to (1) approve the proposed Master Plan for Planned Development Area No. 146 for the 35-75 Morrissey Boulevard project in Dorchester and associated Map Amendment pursuant to Sections 3-1A and 80C of the Zoning Code; and (2) petition the Zoning Commission for approval of the PDA Master Plan; and to take all related actions.
35. 5:40 PM – Request authorization to (1) approve the Amendment of the Development Plan for Planned Development Area No. 100, Parcel 25/Parcel 25B, Mission Hill and (2) approve the Parcel 25 Phase 3 Development Project as a Notice of Project Change, pursuant to Section 80C of the Zoning Code; and (3) petition the Zoning Commission for approval of the Development Plan Amendment pursuant to Sections 3-1A.a and 80C of the Code; and to take all related actions.

36.5:50 PM – Request authorization to (1) approve the proposed Development Plan for Planned Development Area No. 147, the Mary Ellen McCormack Redevelopment Phase I located at 10 Kemp Street in South Boston pursuant to Section 80C of the Zoning Code; and (2) petition the Boston Zoning Commission for approval of the Development Plan and associated Map Amendment pursuant to Sections 3-1A.a and 80C of the Code; and to take all related actions.

37.6:10 PM – Request authorization to (1) approve the proposed Development Plan for Planned Development Area No. 145, 415 Newbury Street, in Back Bay pursuant to Sections 3-1A and Section 80C of the Zoning Code and (2) petition the Zoning Commission for approval of the Development Plan and associated Map Amendment pursuant to Sections 3-1A.a and 80C of the Code; and to take all related actions.

ADMINISTRATION AND FINANCE

38. Request authorization to (1) assign the Lease for Building #150 located at 150 3rd Avenue in the Charlestown Navy Yard from YMCA of Greater Boston to Constitution Inn, LLC; and (2) authorize the Director to enter into a Third Amendment to the lease; and to take all related actions.

39. Personnel

40. Contractual

41. Director's Update

Very truly yours
Teresa Polhemus, Secretary

1/10/24, 4:15 PM

City of Boston Mail - BPDA/BRA Agenda for Posting



Brigitte Martin <brigitte.martin@boston.gov>

BPDA/BRA Agenda for Posting

Paul Flaherty <paul.j.flaherty@boston.gov>

Tue, Dec 12, 2023 at 2:49 PM

To: Brigitte Martin <brigitte.martin@boston.gov>

Cc: Public Notice <publicnotice@boston.gov>, James Duffy <james.duffy@boston.gov>, Teresa Polhemus <teresa.polhemus@boston.gov>

Posted

<https://www.boston.gov/public-notices/16058536>

Paul

[Quoted text hidden]

Paul J. Flaherty
Senior Administrative Assistant
Office of the City Clerk
Boston City Hall, Room 601
Boston, Massachusetts 02201
617-635-2684
617-635-4658 Fax
paul.j.flaherty@boston.com

Exhibit C



RECEIVED
By City Clerk at 2:47 pm, Dec 12, 2023

December 12, 2023

Mr. Alex Geourntas, City Clerk
City Hall, Room 601
Boston, MA 02201

Dear Sir:

Notice is hereby given in accordance with Section 23B of Chapter 39, as Amended, of the General Laws; and, with Section 20b of Chapter 30A of the General Laws, that the Meeting of the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency will be held at 3:30 p.m. on Thursday, December 14, 2023, televised on Boston City TV (Xfinity Channel 26, RCN Channel 13, and Verizon Fios Channel 962) and livestreamed on boston.gov.

**BOSTON REDEVELOPMENT AUTHORITY
D/B/A BOSTON PLANNING & DEVELOPMENT AGENCY
BOARD OF DIRECTORS' MEETING AGENDA
SCHEDULED FOR DECEMBER 14, 2023 AT 3:30 P.M.**

MINUTES/SCHEDULING

1. Request authorization for the approval of the Minutes of the November 16, 2023 Board Meeting.

2. Request authorization to schedule a Public Hearing on January 18, 2024 at 5:30 p.m., or at a date and time to be determined by the Director, to consider the proposed Development Plan for Phase 1A at 495 Dorchester Avenue, South Boston, within Planned Development Area No. 144, known as On the Dot.
3. Request authorization to schedule a Public Hearing on January 18, 2024 at 5:40 p.m., or at a date and time to be determined by the Director, to consider the Applications of the 90 Cushing North Four Limited Partnership and 90 Cushing North Nine Limited Partnership to the Boston Redevelopment Authority for authorization and approval of a project under Massachusetts General Laws, Chapter 121A and the Acts of 1960, Chapter 652, both as amended for the 90 Cushing North Chapter 121A Project in the Dorchester Neighborhood of Boston.
4. Request authorization to schedule a Public Hearing on January 18, 2024 at 5:50 p.m., or at a date and time to be determined by the Director, to consider the proposed Development Plan for Planned Development Area No.149, 103 North Beacon Street in Allston and to consider the related Development Impact Project.
5. Request authorization to schedule a Public Hearing on January 18, 2024 at 6:00 p.m., or at a date and time to be determined by the Director, to consider the proposed Development Plan for Planned Development Area No.148, 287 Western Avenue, in Allston.
6. Request authorization to schedule a Public Hearing on January 18, 2024 at 6:10 p.m., or at a date and time to be determined by the Director, to consider the proposed Amendment No. 6 for Planned Development Area No. 37, Prudential Center Redevelopment, located at 39 Dalton Street in the Back Bay.

PLANNING AND ZONING

7. Request authorization to adopt the South Boston Seaport Strategic Transit Plan to guide future transit network improvements and investments; and to take all related actions.
8. Request authorization to petition the Zoning Commission to (1) adopt text amendments to Articles 60, 2, and 10 of the Zoning Code and map amendments to zoning maps 8A/B and C to consolidate, simplify, and modernize the Zoning Code; and (2) create 2 new residential subdistricts and implement zoning recommendations from PLAN: Mattapan; and to take all related actions.
9. Request authorization to adopt PLAN: Downtown which will guide the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency and stakeholders on future development, public realm, design, and transportation improvements within Downtown Boston through recommendations for future land use and zoning, urban design guidelines, and transportation improvements; and to take all related actions.

LICENSE AGREEMENT/LEASE/MEMORANDUM OF AGREEMENT/EASEMENT

10. Request authorization to amend the Land Disposition Agreement between the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency and E-Haus, waiving the Resale Payment requirement of the Land Disposition Agreement contingent upon completion of renovations; and to take all related actions.
11. Request authorization to enter into an easement agreement with Nubian Square Development LLC for emergency access to Washington Street for the Nubian Gallery property located at 2164 Washington Street in the Nubian Square area of Roxbury.

TENTATIVE/FINAL DESIGNATION/CONVEYANCE

12. Request authorization to award Final Designation status to the Maple Street Food Forest Stewardship Committee and the Boston Food Forest Coalition Inc. for Parcel L-25 in the Washington Park Urban Renewal Area, also known as 44 Maple Street; and to take all related actions.
13. Request authorization to extend the Tentative Designation status of Drexel Village LLC as Developer of the Crescent Parcel in the Nubian Square area of Roxbury; and to take all related actions.

REQUEST FOR PROPOSALS/INVITATION FOR BIDS/CONTRACTS/GRANTS

14. Request authorization to (1) award a contract to J.C. Cannistraro, LLC in the amount of \$460,600 for the Fire Pump Replacement Project at the China Trade Building located at 2 Boylston Street; and (2) authorize a construction contingency in the amount of \$46,060.
15. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to issue an Invitation for Bids for building envelope repairs of the China Trade Center located at 2 Boylston St.
16. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to award a contract to Marquis Architecture in an amount not to exceed \$117,960 to provide design services for bike and storage rooms in the China Trade Center located at 2 Boylston St.
17. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to issue an Invitation for Bids to repair the Chelsea Street fence in the Charlestown Navy Yard.

18. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to amend the consultant and design services contract with Scape Landscape Architecture D.P.C for the development of design and use guidelines for the Downtown Waterfront, in an amount not to exceed \$13,380.
19. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to award a contract for Citywide ADU Pattern Book and Zoning to Outwith Studio for Citywide ADU Pattern Book and Zoning, in an amount not to exceed \$294,590.
20. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to advertise a Request for Proposals for consultant services supporting preparation of the "Boston's Framework for Greening while Growing" project in an amount not to exceed \$600,000.
21. Request authorization for the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency to execute an amendment to the contract with Casablanca Services, Inc. in the amount of \$56,547 for a 2-year total contract value of \$216,547, for Downtown Waterfront Landscape and Maintenance Services.

CERTIFICATE OF COMPLETION

22. Request authorization to issue a Certificate of Completion for the successful completion of the 270 Baker Street Project also known as 1208D VFW PARKWAY, in accordance with the Cooperation Agreement by and between the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency and 270 Baker LLC; and to take all related actions.

**ARTICLE 80 DEVELOPMENT/IDP
NOT OPEN TO PUBLIC TESTIMONY**

Allston

23. Request authorization to issue a Scoping Determination waiving further review pursuant to Article 80B, Large Project Review of the Zoning Code for the proposed construction of 170 residential rental units, including 29 IDP rental units, 5,300 SF of commercial space, 49 car parking spaces and secure bicycle parking spaces; located at 25-39 Harvard Avenue and 410R Cambridge Street; and to take all related actions.

Brighton

24. Request authorization to issue a Scoping Determination waiving further review pursuant to Section 80B, Large Project Review of the Zoning Code for the construction of 76 residential homeownership units, including 13 IDP homeownership units, approximately 2,870 SF of retail and lobby space, 45 car parking spaces, and 92 bicycle parking spaces located at 131 North Beacon Street; and to take all related actions.

Charlestown

25. Request authorization to issue a Scoping Determination waiving further review pursuant to Section 80B, Large Project Review of the Zoning Code for the proposed conversion of a portion of Building 150, the former "Constitution Inn" located at 150 Third Avenue, into 100 fully affordable residential rental units; and to take all related actions.

Dorchester

26. Request authorization to enter into an Affordable Rental Housing Agreement and Restriction in connection with the proposed development located at 1742-1748 Dorchester Avenue; and to take all related actions.

27. Request authorization to issue a Certification of Approval pursuant to Article 80E, Small Project Review of the Zoning Code for the proposed construction of 46 residential rental units including 7 IDP rental units, 33 vehicle parking spaces, and 64 bicycle parking spaces located at 1420 Dorchester Avenue; and to take all related actions.

28. Request authorization to issue a Certification of Approval pursuant to Article 80E, Small Project Review of the Zoning Code for the proposed construction of 36 residential rental units, including 6 IDP rental units, 15 car parking spaces, and 40 bicycle parking spaces, located at 81 Hancock Street; and to take all related actions.

29. Request authorization to (1) issue a Certification of Approval/Compliance pursuant to Section 80B, Large Project Review of the Zoning Code, in connection with the Notice of Project Change filed by JLCD Development and The Michaels Organization as 554 Columbia Road LLC on October 6, 2023; and (2) issue a Determination waiving further review pursuant to Article 80, Large Project Review of the Zoning Code for the 554-562 Columbia Road project; and (3) execute an updated Cooperation Agreement; and to take all related actions.

East Boston

30. Request authorization to enter into an Affordable Housing Agreement in connection with the proposed development located at 1 Everett Street; and to take all related actions.

Longwood

31. Requests authorization to waive further review of the Institutional Master Plan Notification Form for Renewal of the Boston Children's Hospital Institutional Master Plan pursuant to Section 80D of the Code; and to take all related actions.

32. Request authorization to adopt an amendment to the Report and Decision and Regulatory Agreement for the Franklin Hill Phase I Chapter 121A Project, approving the transfer of a partnership interest in the project.

South Boston

33. Request authorization to issue a Determination pursuant to Section 80A-6 of the Zoning Code in connection with the Notice of Project Change, for the construction of 114 residential rental units including 20 IDP units, 43,00 SF of retail space, 20 car parking spaces, and 116 bicycle parking spaces, located at 270 Dorchester Avenue; and to take all related actions.

PUBLIC HEARINGS OPEN TO PUBLIC TESTIMONY

34. 5:30 PM – Request authorization to (1) approve the proposed Master Plan for Planned Development Area No. 146 for the 35-75 Morrissey Boulevard project in Dorchester and associated Map Amendment pursuant to Sections 3-1A and 80C of the Zoning Code; and (2) petition the Zoning Commission for approval of the PDA Master Plan; and to take all related actions.
35. 5:40 PM – Request authorization to (1) approve the Amendment of the Development Plan for Planned Development Area No. 100, Parcel 25/Parcel 25B, Mission Hill and (2) approve the Parcel 25 Phase 3 Development Project as a Notice of Project Change, pursuant to Section 80C of the Zoning Code; and (3) petition the Zoning Commission for approval of the Development Plan Amendment pursuant to Sections 3-1A.a and 80C of the Code; and to take all related actions.

36. 5:50 PM – Request authorization to (1) approve the proposed Development Plan for Planned Development Area No. 147, the Mary Ellen McCormack Redevelopment Phase I located at 10 Kemp Street in South Boston pursuant to Section 80C of the Zoning Code; and (2) petition the Boston Zoning Commission for approval of the Development Plan and associated Map Amendment pursuant to Sections 3-1A.a and 80C of the Code; and to take all related actions.

37. 6:10 PM – Request authorization to (1) approve the proposed Development Plan for Planned Development Area No. 145, 415 Newbury Street, in Back Bay pursuant to Sections 3-1A and Section 80C of the Zoning Code and (2) petition the Zoning Commission for approval of the Development Plan and associated Map Amendment pursuant to Sections 3-1A.a and 80C of the Code; and to take all related actions.

ADMINISTRATION AND FINANCE

38. Request authorization to (1) assign the Lease for Building #150 located at 150 3rd Avenue in the Charlestown Navy Yard from YMCA of Greater Boston to Constitution Inn, LLC; and (2) authorize the Director to enter into a Third Amendment to the lease; and to take all related actions.

39. Personnel

40. Contractual

41. Director's Update

Very truly yours
Teresa Polhemus, Secretary