

Boynton Yards LandCo LLC

December 17, 2020

Union Square Neighborhood Council

Attn: Ann Camara, Co-Chair

Michele Hansen, Co-Chair

Re: Boynton Yards Development

Ann and Michele:

As you know, Boynton Yards LandCo LLC (the “Master Developer”), is planning for the development (by its affiliates) of approximately 1,365,000 sf of space in a pedestrian- and transit-oriented, mixed-use multi-phased development within the Boynton Yards area, steps away from the new Union Square Green Line station, with approximately 984,500 sf of office, research and development, and lab enabled uses, approximately 338,000 sf of residential space, 42,500 sf of retail and/or restaurant space, new civic and open space, and approximately 1,002 structured below-grade parking spaces (the “Project”).

The Boynton Yards area is within the boundaries of the urban renewal area as delineated in the Union Square Urban Revitalization Plan adopted by the Somerville Redevelopment Authority and approved by the Massachusetts Department of Housing and Community Development in November 2012.

We believe that the Project will benefit the Boynton Yards area by redeveloping an underutilized site into a hub of commercial, retail, and laboratory activity, and helping to knit together the gap in the fabric of the existing industrial neighborhood transitioning into a more people intensive, transit-oriented 18-hour neighborhood, while also addressing significant infrastructure needs. The key benefits of the Project are consistent with the Union Square Neighborhood Plan (“USNP”) and the Boynton Yards Urban Design Framework, to wit:

- Creation of approximately 330 units of housing, including 66 on-site affordable units;
- Creation and maintenance of over 2 acres of publicly accessible and sustainably designed civic and open spaces; including approximately 39,000 sf that will be conveyed to the City to activate the district and benefit the broader neighborhood;
- Construction of significant capacity upgrades to the existing, inadequate utility infrastructure, which has been identified by the USNP as a critical step in unlocking the area’s development potential;
- Construction of LEED Platinum lab buildings with all other buildings being net zero ready;
- Creation of approximately 4,000 permanent on-site jobs relating to the office/R&D/lab, life sciences, retail, and parking uses, and approximately 800 temporary construction jobs in a variety of trades; and
- Incorporation of arts/creative enterprise uses throughout each building in the Project.

More specifically, the substantial public benefits will include the Master Developer's Project mitigation contributions, including funds paid to the City for the extension of the Green Line to Union Square, contributions under Article 15 of the Somerville Zoning Ordinance (the

"SZO"), including, an estimated \$10.3 million Affordable Housing linkage fee and an estimated \$2.7 million Jobs Creation and Retention linkage fee, commercial development, transportation demand management programs, new vehicle and bicycle parking, roadways, sidewalks, and other public realm improvements that will be open to the public.

Throughout the planning process for the Project, the Master Developer has been pleased to meet (virtually, in person and through other telecommunications), correspond and collaborate not only with representatives from your organization, the Union Square Neighborhood Council (the "USNC"), but also with other representatives of the Boynton Yards community and, of course, with representatives of the City of Somerville. Our shared commitment to a visionary transformation of Boynton Yards and on-going collaboration and engagement with the City, the USNC and others in community has resulted in plans for a Project that we are truly proud of and that will provide long-term benefits to Somerville.

At this juncture, we would like to confirm to the USNC, the Master Developer's commitments to USNC with respect to the Project:

1. **Affordable Housing Units.** The Project will include a total of 330 units, including 66 "affordable housing units" in compliance with the SZO. The SZO also requires that 20% of those affordable units must be 3-bedroom units. In connection with planning for the residential phase of the Project, the Master Developer will meet the SZO requirements as well as take into account the market conditions that exist at that time when determining the unit mix. In addition, the Master Developer commits to meet with the USNC six (6) months prior to submitting for site plan approval for any residential phase of the Project, to jointly analyze the state of the market and the possibility of increasing the percentage of family-sized units within the affordable housing component from 20 to 30 percent and the inclusion of a 10-20 percent workforce housing component within the market rate share of the unit mix.

2. **Pedestrian/Bike Bridge.** We recognize that the City and the Boynton Yards community desire a pedestrian/bike bridge be constructed to provide a connection from the Boynton Yards area to the neighborhoods on the north side of the railroad tracks and Green Line Extension. As a condition of our Master Plan Special Permit application for the Project the development team has agreed not to preclude such a pedestrian bridge connection with the limits of the Project. As part of the Boynton Yards community, the Master Developer commits to consider the location of a pedestrian/bike bridge, whether as part of the fourth phase of the Project or in another location, and to collaborate with the City and other community stakeholders, including other real estate owners and developers, on the planning for such a pedestrian bridge at such location as may be agreed upon in the future by all of the relevant parties.

3. **Community Center.** The Project as proposed by the Master Developer will comply with the SZO's requirements for community space and commits to collaborate with the City, USNC and other community stakeholders to establish a framework for the location and programming of such community space. Notwithstanding this compliance, we understand that the neighborhood desires, and the City may determine, that it is in the City's best interest that one larger community center be built, rather than requiring multiple smaller centers (as a percentage of the square footage of each building approved in Boynton Yards). The Master Developer is willing to continue to engage with the City, USNC and other community stakeholders regarding the substitution of a community center (which may be located all or partially on land owned by others) in lieu of a percentage of community space to be located within each building in the Project. In addition, we support the establishment of a working group of representatives from the community (which we would join) to study alternatives for the establishment of a community center that will best satisfy the goals and needs of the City and the community and are willing to provide in kind and/or other financial support for such a community center if allowed pursuant to the SZO and any approvals for the Project. The Master Developer will, if necessary, advocate for an amendment to the Master Plan that reverses the OSPCD staff-recommended condition that bans in lieu payments for required community center space.

4. **Parking.** As you know, the SZO contains applicable parking requirements that the Project must meet; however, the Master Developer recognizes your desire to minimize traffic in Boynton Yards and the surrounding neighborhoods. Thus, in addition, the City's mobility management plan, which sets forth policies designed to promote the efficient use of parking, the Master Developer will undertake the following traffic demand measures. The Master Developer will provide shuttles from Kendall Square and Sullivan Square and as will be required by the zoning approvals for the Project, employees at the Project will bear the cost of parking, as the cost of parking will not be paid as part of the rent under the commercial leases that are entered into relating to space in the Project. These measures are intended to improve transportation options, to promote the use of efficient modes of travel and to reduce automobile dependence. As you can appreciate, the Master Developer would prefer not to be compelled, either by zoning requirements or by the market, to build expensive below grade parking that is not necessary. Accordingly, our interests are aligned, and the Master Developer commits to continue to work to balance the parking needs of the Project (based on then current market conditions) with the mobility management needs/goals of the City and the community.

5. **Diversity and Inclusion.** The Master Developer is strongly committed to ensuring that the Project provides opportunities for businesses and individuals who historically have been underrepresented in development projects of the size and scope of the Project. In addition to the Master Developer's on-going commitment to fostering a culture of diversity and inclusion and its commitment to equal opportunity employment, the general contractor for the Project, Shawmut Design and Construction, has agreed to set as benchmarks for the construction of future phases of the Project, that of the employees involved in various aspects of the construction of the Project: thirty-five percent (35%) be local residents, thirty-five percent (35%) be minorities and ten percent (10%) be women. A compliance officer will be designated

by Shawmut to ascertain, compile data, and report on benchmark progress of the general contractor and subcontractors.

6. **Wages; Local Jobs and Internships.** The Master Developer commits to maintaining an employment policy, and to requiring its property manager to maintain an employment policy, to pay its Project employees (including, but not limited to, janitorial, custodial, and security positions) at least \$2.25 per hour more than the applicable state minimum wage then in effect that would apply to such employees. In addition, the Master Developer and its general contractor, architect and property manager will work with the City and appropriate community groups (such as First Source) on creating opportunities for internships and jobs for Somerville residents in connection with the Project.

7. **High Road Employers.** The Master Developer commits to working with the USNC to promulgate and endorse a set of aspirational principles for sustainable business practices to be shared with commercial tenants (and prospective commercial tenants) of any building in the Project. The Master Developer will encourage that such tenants adopt those practices into their respective business models to the greatest extent possible. Depending on market conditions, and depending on whether there are choices to be made among prospective retail tenants, the Master Developer and its property manager commit to prioritize renting to sustainable employers.

8. **Sustainability.** The Master Developer intends to maximize the sustainability of the Project and will continue to consider the application and adoption of advanced sustainability standards (as the same may change in the future), beyond the traditional LEED standards. While most, if not all, of the roof space on the lab buildings that will be developed in the Project will be burdened by heavy mechanical systems (required due to the nature of the lab use of such buildings), the Master Developer will continue to explore the feasibility of what green roof space can be included in the Project and will work with the appropriate community groups with respect thereto (such as Recover Green Roofs). Since the Overlay District requires green roofs, the Master Developer will try to maximize the amount of otherwise unused space on roofs and terraces of future lab buildings that will be green. In addition, as part of its overall commitment to sustainability, during the planning process for each phase of the Project, the Master Developer will also consider design features that respond to demonstrated need for additional electric vehicle charging stations and that take into account or promote raptor sustainability, the discouragement of bird strikes and ecosystem restoration.

9. **On-Going Commitment.** In connection with the future planning and construction of the Project, the Master Developer is committed to continuing to meet with USNC to discuss and collaborate on matters of importance to the City and the community. The Master Developer commits to meet at least three times a year during the course of the Master Plan construction to update the USNC on the status of fulfilling the commitments in this agreement. The Master Developer will provide bimonthly reports to the USNC on progress towards achieving benchmarks for local hire, people of color and women on the construction site.

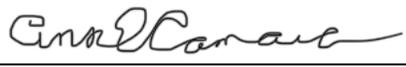
We look forward to continuing our engagement and collaboration with USNC in connection with the Project.

Sincerely,

BOYNTON YARDS LANDCO LLC

By:   
Name: John Fenton  
Title: Authorized Signatory

UNION SQUARE NEIGHBORHOOD COUNCIL

By:   
Name: Ann Camara  
Title: Co-Chair

By:   
Name: Michele Hansen  
Title: Co-Chair

cc: Bill Cavellini ([bcavey152@msn.com](mailto:bcavey152@msn.com))