

## UNIVERSITY STATION DEVELOPMENT AGREEMENT

### Summary of Key Terms

#### A. DEVELOPER OBLIGATIONS

1. **Canton Street Corridor Traffic Mitigation** – Developer has agreed to fund up to \$2.1M in traffic mitigation measures in the Canton Street corridor.
  - a. \$1,000,000 to be deposited with the Town Treasurer prior to first building permit, of which \$685,000 can be used immediately to construct speed mitigation measures to address existing speed issues on Canton Street, Everett Street and Forbes Road. Planning Board members and Town staff have worked with neighborhood residents to identify the traffic calming measures that will be implemented on these streets.
  - b. Following construction of at least 200,000 sf of commercial space, the Town monitors traffic counts on Canton/Everett/Forbes.
  - c. If monitoring reveals material impacts – regardless of the cause of the impacts -- in excess of established thresholds set forth in the initial traffic study for the project, the Town may use Mitigation Funds to construct additional traffic calming measures.
  - d. Traffic Mitigation Fund replenished whenever the Fund drops below \$500,000.
  - e. Developer obligations continue for five years after the date of issuance of the first certificate of occupancy. After 5 years, any remaining portion of the Fund shall be reinstated prior to issuance of a building permit for any new building.
  
2. **University Avenue/Canton Street Intersection** -- Developer shall provide up to \$250,000 to fund an analysis to be conducted by a consultant engaged by the Town for an alternative design of the Canton Street/University Avenue intersection. Such analysis will evaluate feasible alternatives that best will direct northbound traffic on Dedham Street/Canton Street to University Avenue. Town and Developer shall work cooperatively to obtain MassDOT approval of an alternative intersection design. The Developer and the Town, working in conjunction with MassDOT, shall include in the University Station MEPA filing a specific reference to the ongoing evaluation of alternative intersection designs.

The Developer shall reserve the land between Canton Street and Harvard Street for construction of an alternative intersection. If a University Avenue/Canton Street intersection redesign which is reasonably acceptable to the Town has not been approved by MassDOT before the Developer pulls a building permit for construction beyond Phase 1 of the project (Phase 1 being the core retail and initial apartment building), then the Developer will at the Town's request deed the reserved land to the Town for construction of an alternative intersection.

- 3. Housing** – Phase 1 of the project shall include an apartment project of no more than 350 units, broken down as follows:
- a. 220 units shall be located within a building that will include 25% affordable units, and all 220 units will qualify for inclusion in the State Housing Inventory as affordable units. This will result in Westwood being in excess of the Chapter 40B 10% affordable housing threshold and thereby protects the Town from any unfriendly 40B projects.
  - b. The remaining 130 units shall be located in an attached building that includes 11% affordable units, so that the Town remains above the 10% 40B threshold.
  - c. All units in Phase 1 shall be 1 and 2 bedroom units without dens or offices. At least 60% of the units in Phase 1 will be 1 bedroom units.
  - d. All housing units in the development shall be designed and constructed with high quality interior finishes and appointments (granite countertops, stainless steel appliances, upgraded flooring). The total number of housing units for the entire project site shall not exceed 650 units (not including assisted living or memory care units).
  - e. Any residential development after Phase 1 will require a special permit from the Planning Board.

**4. Schools**

- a. Prior to issuance of the first building permit for a residential building, the Developer shall deposit Two Million, Two Hundred and Twenty Five Thousand Dollars in a School Mitigation Fund to defray capital costs and other expenses associated with the project.
- b. The Developer has agreed to pay up to Five Hundred Thousand Dollars to fund reconstruction of the fields at the Deerfield School. This obligation is triggered upon issuance of a certificate of occupancy for any building with residential units.
- c. Prior to issuance of a special permit authorizing additional residential units (beyond the original 350 units), the Developer shall fund a study and prepare a report assessing the educational costs and impacts from the Phase 1 residential apartment project. The developer shall also fund a peer review analysis of this report. The Planning Board , in consultation with the School Committee, shall assure that any additional school impacts as a result of additional residential units are adequately mitigated, based on the results of the impact report and peer review analysis.

**5. Public Safety and Municipal Costs**

Developer shall deposit Nine Hundred Thousand Dollars into a fund to defray the Town's costs and expenses associated with the Project, including costs associated with the hiring and training of additional police officers and firefighters. This fund shall be

established upon issuance of the first building permit for vertical construction of a commercial building.

**6. Noise Wall**

The Developer shall be responsible for construction and maintenance of a twelve foot high, two hundred sixty one foot long noise wall adjacent to the Blue Hill Drive highway ramp.

**7. Other Developer Obligations**

- a. Operation and Maintenance Plan – Developer will maintain the project in a manner consistent with other first class commercial developments. Developer shall be responsible for operation and maintenance of all water treatment systems, open space, and landscaping within public ways. A written operation and maintenance agreement will be attached as an Exhibit to the Development Agreement.
- b. Development on land between Harvard Street and Canton Street (in later phases) shall include a path for pedestrians and bikes that connect Harvard Street to Canton Street.

**B. TOWN OBLIGATIONS**

1. **Roadway Layout and Takings.** The Board of Selectmen agrees to cooperate in securing the acceptance of the roadway layout by Town Meeting and in securing any takings necessary for the Roadway Layout, at no cost to the Town. The Board also agrees to use diligent efforts to secure approval of the Roadway Layout by the County Commissioners, if necessary.
2. **Abandonment of Certain Town Easements and Other Property Rights –** The Board of Selectmen agree to cooperate in securing Town Meeting approval of abandonment of unnecessary easements and other property rights held by the town, most of which relate to the Westwood Station road layout.
3. **Amendment of Whitewood Parcel Restriction.** The Board of Selectmen agrees to support an amendment of the restriction on the Whitewood Parcel at the corner of Blue Hill Drive and University Avenue. Such amendment will establish a single family house lot on Whitewood Drive and authorize a small increase in the amount stormwater storage permissible on the remainder of the parcel.
4. **Zoning Bylaw.** The Board of Selectmen agrees to support an amendment of the Zoning Bylaw and the Zoning Map in furtherance of the development project.

5. **I-Cubed.** The Board of Selectmen agrees to support an I-Cubed application for up to \$10,000,000 to be used for construction of public infrastructure at the project.
6. **General Bylaw Amendments.** The Board of Selectmen agrees to support amendments of the Town General Bylaws as follows:
  - a. The Town's General Bylaws prohibit "supporting uses" at retail establishments between midnight and 6 a.m. The Board of Selectmen has agreed to support amending the Bylaw to make clear that interior supporting uses (cleaning, stocking, etc.) can occur at retail establishments between midnight and 6 a.m., and that truck deliveries can be made between 4 a.m. and 6 a.m. All delivery activities must be conducted inside or at a sealed loading dock.
  - b. To allow for the sale of alcohol outside on public sidewalks within the project in order to allow outdoor cafe type service at restaurants.
7. **Liquor Licenses.** The Town agrees to reserve one beer and wine license for a grocery store, two beer and wine pouring licenses for restaurants and seven full on-premises licenses for restaurants located at the project.
8. **TIF Agreement.** The Board of Selectmen agrees to support a *de minimis* TIF Agreement that will enable the Developer to be eligible for state investment tax credits. It is anticipated that the lost revenue as a result of the TIF Agreement will not exceed \$10,000/year.
9. **Liquor License Regulations.** The Board of Selectmen agree to consider certain amendments to their Rules and Regulations Governing the Sale of Alcoholic Beverages:
  - a. Authorizing the issuance of a liquor license to a cafeteria style restaurant located in the project; and
  - b. Authorizing that employees working within the project need only satisfy state minimum age requirements for serving or selling alcohol.

### **C. OTHER REQUIREMENTS**

1. **Blue Hill Drive Ramp Improvements** – The Blue Hill Drive ramp improvements will be constructed by MassDOT. The Blue Hill Drive ramp improvements and associated intersection improvements must be substantially complete, to the satisfaction of the Planning Board prior to issuance of the first certificate of occupancy for the project.
2. **Building Permit Fees.** The Town will fund all costs of municipal inspections, testing, reviews, etc. of the construction of the project out of building permit fees. These fees are expected to be about \$2.55M. If the actual costs of inspections and reviews associated with the project exceed the amount of the building permit fees, the Developer will reimburse the Town for such excess costs. If the Town's actual costs are less than the amount of building permit fees, then the Town shall either apply the excess to the Developer's mitigation

obligations under the Development Agreement or, if those obligations are fully satisfied, shall refund any excess fees to the Developer.

3. **Village Area Construction.** The Developer agrees to use reasonable efforts to develop the "Village Area" (nearest to the train station) as a mixed use development, including residential, retail, restaurant and office uses constructed to encourage pedestrian activity.
4. **PILOT Agreement.** No part of the property will be sold to an entity that does not pay property taxes until such entity enters into a payment in lieu of taxes (PILOT) agreement with the Town
5. **Enforcement.** The Developer shall obtain customary bonds and sureties to assure completion of all roads and infrastructure, such bonds to be reasonably acceptable to the Town. The Developer shall also secure construction of roads and utilities via a covenant consistent with the Subdivision Control Law.
6. **Agreement Runs with the Land.** The Development Agreement runs with the land, which means that it is binding on successors of the Developer. A notice of the Agreement will be recorded with the Norfolk County Registry of Deeds.