

May 18, 2021

Mr. Stephen Pinkerton, Chairman, Belmont Planning Board
Office of Community Development
Homer Municipal Building
2nd Floor
19 Moore Street
Belmont, MA 02478

Mr. Adam Dash, Chair, Select Board
Office of the Select Board
Belmont Town Hall
455 Concord Avenue
Belmont, MA 02478

Re: McLean Zone 3 Overlay District
Application for Design and Site Plan Review

Dear Mr. Pinkerton and Mr. Nash,

As the Board commences hearings related to the development of the McLean Zone 3 project, which entails the review of an Application for Design and Site Plan Review submitted by Northland Residential Corporation, the "Proponent", I would like to submit my initial concerns related to the application under review and point out some concerns about the overall development of the project site. Some of the items below were in prior correspondence with the Board through Mr. Wheeler, and some were discussed in the prior hearings and the Planning Board asserted that those issues would be discussed and reviewed in detail in the Plan Review Process.

By way of introduction my wife and I moved into 68 South Cottage Road in the Woodlands II condominium development just over a year ago. We are located directly adjacent to Olmstead Drive approximately 400 yards south of the lower end of Upham Bowl. In general, we are in support of the project provided the Proponent and the Hospital address what we believe are relevant concerns and in some cases breaches in obligations established in the declarations made between the various entities in the family of documents that establish the development protocols. I am addressing these concerns to the Planning Board and Select Board as an individual unit Owner, as you may or may not be aware The Woodlands at Belmont II Condominium Trust and its board members cannot participate in this process directly, so I am speaking as an individual and have encouraged my neighbors to participate as individuals as well to the extent they feel comfortable.

In no specific order here are my concerns as we commence the review process:

1. The Declaration of Reciprocal Easements and Agreements (DREA) requires certain approvals by Reviewing Owners as defined in section 1.74. The proposed plan requires alterations, modifications in use, and relocation of shared utilities, as such these improvements require approval by Reviewing Owners. Some of these alterations and modifications are clearly indicated in the submitted documents, quite a few are not addressed in the submitted materials. How does the Board anticipate this process and review by the Zone 2 Owner's will be managed and will the Planning Board act as the gatekeeper for this and other required approvals by other parties or will this be something the Select Board or Town Counsel will manage?
2. The Upham Bowl Detention Improvements are failing to perform properly as evidenced by inundation in the lower portion of the bowl, flooding in the Lower Parking Lot, sheet flow streaming down the Olmstead Drive Sidewalk, and Olmstead Drive itself. This has led to pedestrian traffic walking down the center of the road and icing occurs in the Winter months. The DREA anticipated that an actual storm water infiltration system would be designed and installed to manage stormwater from the 5.47 Acres and contributing up-gradient areas that contribute to the Stormwater in the Bowl. Based on the Drawing posted on Tab 3 on the Town's Website the Plan Prepared by VHB titled "Sv-1 Existing Conditions Plan of Land" it appears that in lieu of designing and installing a Stormwater infiltration in the Upham Bowl, the built condition is a

catch basin with a 15" drain line that runs approximately 200 feet to a dead-end under Olmstead Drive. See attached photos labeled "Upham Bowl Flooding." Without addressing this issue, proposed building 1 will be the recipient of flooding and continued flooding of the sidewalk and roadway will continue. The Hospital should be required to redesign and repair these improvements on their property as speculated by the DREA.

3. To the East of Upham Bowl approximately 75 feet from the Chapel there is an existing stormwater outfall that provides drainage to the area surrounding the existing Chapel and the adjacent upper parking lot. This outfall runs to a shallow rain-garden adjacent to Olmstead Drive which does not appear to have been maintained for years, from this location the water overwhelms the rain garden and flows northwest parallel to Olmstead Drive until it reaches the lower parking lot (noted on the plans as "unpaved, however it is currently paved) and from there flows down to the Olmstead Sidewalk and Olmstead Drive itself. Without addressing this item buildings 1 and 2 will be subject to flooding and icing conditions. The stormwater on the parcel that is part of Zone 3 should be addressed by the Proponent in his revised design submittal. The up-gradient contributing stormwater from the Hospital should be addressed in a manner agreed to between the Hospital and the Proponent.
4. Across Olmstead Drive from the Chapel the submitted Existing Conditions Plans indicate two stormwater detention structures, these manmade infiltration ponds serve the upper portion of Olmstead Drive (approximately 800lf), via a 12" drainage pipe. In the submitted plans Building #3, 4 and 7 displace these infiltration structures, without reference to where they are being relocated.
5. In the text of the Proponent's submission he references two apartment buildings being constructed as the "for-rental" portion of the project. The actual submission drawings indicated three separate structures with a minor connector, by all industry definitions these would be considered three separate structures does the Zoning By-Law have a specific definition of "a building" or "structure" if not the proposed arrangement should be considered non-conforming with the new Zoning By-Law.
6. At the very east end of Zone 3 there is a significant area where infiltration of groundwater is planning on being managed and infiltrated, this area is very rocky and below the grade is a small runoff or stream area, has the proponent done any borings to determine if the soil can adequately infiltrate the large volume of water anticipated?
7. The Civil and Landscape plans do not appear to address the need for an accessible path down to the Public Way, which will be a requirement of the project. The plans also appear to be relocating the primary pedestrian pathway from Olmstead Drive to the Hospital onto the Upham Bowl restricted Open Space to maintain the Pedestrian Connection. This area is subject to flooding.
8. The Landscape plans fail to address the required buffer for the Woodlands II units adjacent to Olmstead Drive.
9. Consistent with the way Woodlands II was developed their does not appear to be adequate space for landscape service vehicles and snow stockpiling with adequate treatment considered.
10. The plan does not appear to address the need for traffic calming measures on Olmstead Drive.
11. The plans do not seem to address the eroding and collapsing Olmstead bank near the intersection of Pleasant Street, where rocks frequently tumble down the hill and out into the street. This should be repaired, the traffic signal and a pedestrian crosswalk installed at this intersection, it is difficult to cross the intersection at this location and there is not sidewalk into downtown Belmont on the Olmstead Drive side of Pleasant Street.
12. The plans of the various buildings prepared by TAT appear to be missing adequate dimensions to verify that the stated areas are in conformance with the zoning by-law, will the Planning Board request detailed drawings and models dimensioned consistent with the By-law and require independent verification by a third party?
13. Can the Planning Board state which third party design review consultants they are planning to employ to review the submission.

14. Can the Planning Board update the previously posted "Design and Site Plan Review Submission Requirements" that were previously posted on the Website?

Thank you for your consideration, I look forward to the meeting tonight.

Robert W. Eckert

Robert Eckert
68 South Cottage Road
Belmont, MA 02478

Cc: Ara Yogurtian, Assistant Director/Project Manager

Upham Bowl Flooding



Looking Northwest from Olmstead Drive
Catch Basin is below ponding water

Upham Bowl Flooding



Looking South from the Lower Parking Lot

Water cresting Bowl and flowing down the sidewalk and street

Upham Bowl Flooding



Lower Parking Lot Area Drain

No meaningful Infiltration

Drainage Outfall Adjacent to Chapel



Looking West adjacent to Chapel

Rain-Garden Area

Drainage Outfall Adjacent to Chapel



Water making its way from the Chapel down to the lower Upham Bowl



CONSTRUCTION COORDINATION AND IMPLEMENTATION AGREEMENT

This CONSTRUCTION COORDINATION AND IMPLEMENTATION AGREEMENT (this "Agreement") is made as of the 24th day of January, 2005 by THE MCLEAN HOSPITAL CORPORATION, a Massachusetts non-profit corporation, having an address at 115 Mill Street, Belmont, Massachusetts 02178 ("McLean"), THE WOODLANDS AT BELMONT HILL LLC, a Massachusetts limited liability company, having an address at c/o Northland Residential Corporation, 10 Second Avenue, Burlington, Massachusetts 01803 ("NRC"), AMERICAN RETIREMENT CORPORATION, a Tennessee corporation, having an address at 111 Westwood Place, Suite 402, Brentwood, Tennessee 37027 ("ARC"), and BELMONT VALUEREALTY PARTNERS, LLC, a Massachusetts limited liability company, having an address at 124 Mt. Auburn Street, Suite 200N, Cambridge, Massachusetts 02138 ("BVP").

RECITALS

(A) McLean is the owner of a fee simple interest in certain real property located in the Town of Belmont, Massachusetts consisting of approximately 238 acres of land together with all rights and easements appurtenant thereto and improvements thereon (the "McLean District"). The McLean District is depicted on that certain plan (the "Plan") entitled "McLean Hospital Reuse Master Plan, Belmont, Massachusetts", prepared by Design Consultants, Inc., dated February 22, 1999, signed by the Town of Belmont Planning Board on September 30, 2003 and recorded with the Registry of Deeds (hereinafter defined), Book 2005, Page 126.
Plan BK

(B) The McLean District consists, in part, of the following parcels of land, which are depicted on the Plan:

1. Zone 1A, Residential Subdistrict, consisting of certain real property described in Exhibit A-1A attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 1-A");
2. Zone 1B, Residential Subdistrict, consisting of certain real property described in Exhibit A-1B attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 1-B");
3. Zone 2, Residential Subdistrict consisting of certain real property described in Exhibit A-2 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 2");
4. Zone 3, Senior Living Subdistrict consisting of certain real property described in Exhibit A-3 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 3");
5. Zone 4, Research and Development Subdistrict consisting of certain real property described in Exhibit A-4 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 4"); and

RETURN TO
HEMENWAY & BARNES
346797
60 State Street
Boston, MA 02109
Attn: SYB

For title reference, see deed recorded with said Deeds, Book 14084, Page 272.

837
Mill Street, "McLean District", Belmont
SEE PLAN IN RECORD BOOK 2005 PAGE 126
SEE PLAN IN RECORD BOOK 2005 PAGE 126

6. Zone 5, Institutional Subdistrict consisting of certain real property described in Exhibit A-5 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 5").

(C) Pursuant to a Purchase and Sale Agreement between NRC and McLean, NRC intends to acquire Zone 1A, Zone 1B and Zone 2. NRC intends to develop Zone 1A, Zone 1B and Zone 2 as a residential community (the "Residential Project").

(D) Pursuant to a Purchase and Sale Agreement between ARC and McLean, ARC intends to acquire Zone 3. ARC intends to develop Zone 3 as a senior living community (the "Senior Living Project").

(E) Pursuant to a Purchase and Sale Agreement between BVP and McLean, BVP intends to acquire Zone 4. BVP intends to develop Zone 4 as a research and development facility (the "R&D Project").

(F) McLean intends to retain Zone 5, and to continue to utilize Zone 5 for the operation of a mental hospital facility and certain related uses.

(G) McLean hereby establishes the following covenants, agreements and restrictions regarding the McLean District.

ARTICLE 1

CERTAIN DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings given to them in the REA (hereinafter defined). Furthermore, the following defined terms, whenever used in this Agreement, have the meanings set forth below:

1.1. "ARC" shall have the meaning given to it in the Recitals to this Agreement.

1.2. "Assessing Owner": An Owner to whom any amount is owed by any other Owner pursuant to the terms and conditions of this Agreement.

1.3. "Basic Driveway Standard": With respect to the McLean Drive Improvements, completion of such improvements as set forth in the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval; with respect to the Olmsted Drive Improvements, completion of such improvements as set forth in the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.

1.4. "Benefited Owner": An Owner who has been injured, or has been threatened with injury, as a result of a Default by another Owner under this Agreement.

1.5. "BVP" shall have the meaning given to it in the Recitals to this Agreement.

1.6. "Cemetery Subdistrict": Certain real property located in the McLean District which is depicted on the Plan and described in Exhibit A-6 attached hereto.

- 1.7. "Committee" shall have the meaning given to it in Section 4.1.
- 1.8. "Completed Driveway Standard": With respect to the McLean Drive Improvements, completion of such improvements, submission to the Town of as-built plans for such improvements, with respect to the Olmsted Drive Improvements, completion of such improvements, submission to the Town of as-built plans for such improvements, all in accordance with the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.
- 1.9. "Concord Avenue Water Line": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water, including meter pits, that are necessarily or appropriately located in the Cemetery Subdistrict, the Open Space Subdistrict, Zone 1A, Zone 1B and Zone 5 in order to connect the Water Loop to the water mains located in Concord Avenue and Mill Street, excluding any ancillary pipes and infrastructure used to provide potable water from the twelve-inch master water main to individual condominium units or groups of condominium buildings located in Zone 1-A or Zone 1-B, all as more particularly set forth in the plan entitled "McLean District Redevelopment Water Loop Plan", prepared by Westcott Site Services, Inc. and dated January 12, 2001.
- 1.10. "Concord Avenue Water Line Plans and Specifications": The plans and specifications for construction and installation of the Concord Avenue Water Line, entitled "McLean District Water Main, Phase I" prepared by Westcott Site Services, Inc. and dated February 1, 2003, which were derived from the plan referenced in Section 1.9 and the Design and Site Plan Approvals.
- 1.11. "Default" shall have the meaning given to it in Section 5.1.
- 1.12. "Defaulting Owner" shall have the meaning given to it in Section 5.1.
- 1.13. "Design and Site Plan Approvals": The Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.
- 1.14. "Dissolution Date" shall have the meaning given to it in Section 4.7.
- 1.15. "District Project Manager" shall have the meaning given to it in Section 4.5.1.
- 1.16. "Event of Default" shall have the meaning given to it in Section 5.1.
- 1.17. "Excusable Delay": shall have the meaning given to it in Section 7.10.
- 1.18. "Fire Department": The Town of Belmont Fire Department.
- 1.19. "Gas Company": Keyspan Energy Delivery, or any successor utility company providing natural gas service to the McLean District.
- 1.20. "McLean" shall have the meaning given to it in the Recitals to this Agreement.

1.21. "McLean District" shall have the meaning given to it in the Recitals to this Agreement.

1.22. "McLean Drive Improvements": McLean Drive and the improvements associated therewith, including all gas lines, electric lines, telecommunications lines, drainage facilities, traffic volume monitoring devices, and sewer and water lines to be located in the McLean Drive Access and Utility Easement Area, all as more particularly set forth in the plan entitled "McLean Drive Improvements", prepared by Westcott Site Services, Inc. and dated June 6, 2002, appropriate lighting of McLean Drive, together with appropriate signage for the direction of traffic utilizing McLean Drive, and appropriate landscaping of the McLean Drive Access and Utility Easement Area.

1.23. "McLean Drive Improvements Plans and Specifications": The plans and specifications for the construction and installation of the McLean Drive Improvements, which will be derived from the plan referenced in Section 1.22 and the Zone 1A, Zone 1B and Zone 2 Site Approval.

1.24. "Member" shall have the meaning given to it in Section 4.3.

1.25. "NRC" shall have the meaning given to it in the Recitals to this Agreement.

1.26. "Occurrence" shall have the meaning given to it in Section 4.5.4.

1.27. "Olmsted Drive Improvements": Olmsted Drive and the improvements associated therewith, including all gas lines, electric lines, telecommunications lines, traffic volume monitoring devices, sewer lines and storm water drainage facilities to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area, the Zone 3-C Utility Easement Area, or the Zone 3-D Utility Easement Area, appropriate lighting of Olmsted Drive, appropriate signage for the direction of traffic utilizing Olmsted Drive, and appropriate landscaping of the Olmsted Drive Access and Utility Easement Area and the Zone 3 Access Easement Area, all as more particularly set forth in the plan entitled "ARC Belmont Campus, 115 Mill Street, Belmont, Massachusetts", prepared by Vanasse Hangen Brustlin, Inc. and dated May 22, 2000.

1.28. "Olmsted Drive Improvements Plans and Specifications": The plans and specifications for the construction and installation of the Olmsted Drive Improvements, which will be derived from the plan referenced in Section 1.27, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.

1.29. "Open Space Subdistrict": Certain real property located in the McLean District which is depicted on the Plan and described in Exhibit A-7 attached hereto.

1.30. "Plan" shall have the meaning given to it in the Recitals to this Agreement.

1.31. "Pleasant Street Water Line": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water necessarily or appropriately located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area in order to connect the

Water Loop to the water main located in Pleasant Street, excluding any ancillary pipes and infrastructure used to provide potable water from the twelve-inch master water main to Zone 2, Zone 3 or Zone 4, all as more particularly set forth in the plan entitled "McLean District Redevelopment Water Loop Plan", prepared by Westcott Site Services, Inc. and dated January 12, 2001.

1.32. "Pleasant Street Water Line Plans and Specifications": The Plans and Specifications for construction and installation of the Pleasant Street Water Line, which will be derived from the plan referenced in Section 1.31 and the Design and Site Plan Approvals.

1.33. "Project": Any of the R&D Project, the Residential Project and the Senior Living Project.

1.34. "R&D Project" shall have the meaning given to it in the Recitals to this Agreement.

1.35. "REA": That certain Declaration of Reciprocal Easements and Agreements dated as of the date hereof and recorded simultaneously herewith.

1.36. "Representative" shall have the meaning given to it in Section 4.4.

1.37. "Residential Project" shall have the meaning given to it in the Recitals to this Agreement.

1.38. "Senior Living Project" shall have the meaning given to it in the Recitals to this Agreement.

1.39. "Town" shall mean the Town of Belmont, Massachusetts.

1.40. "Water Loop": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water necessarily or appropriately located in the Open Space Subdistrict, Cemetery Zone, Zone 2, Zone 3, Zone 4 and Zone 5 in order to provide potable water to the portion of the Residential Project located in Zone 2, the Senior Living Project and the R&D Project, excluding any ancillary pipes and infrastructure used to provide potable water from the twelve-inch master water main to Zone 2, Zone 3, Zone 4 or Zone 5, all as more particularly set forth in the plan entitled "McLean District Redevelopment Water Loop Plan", prepared by Westcott Site Services, Inc. and dated January 12, 2001.

1.41. "Water Loop Plans and Specifications": The plans and specifications for construction and installation of the Water Loop, which will be derived from plan referenced in Section 1.40 and the Design and Site Plan Approvals.

1.42. "Zone 1A" shall have the meaning given to it in the Recitals to this Agreement.

1.43. "Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval": The Design and Site Plan Approval dated December 3, 2001 and issued by the Town to the Woodlands at Belmont Hill LLC with respect to the Residential Project.

1.44. "Zone 1B" shall have the meaning given to it in the Recitals to this Agreement.

1.45. "Zone 2" shall have the meaning given to it in the Recitals to this Agreement.

1.46. "Zone 3" shall have the meaning given to it in the Recitals to this Agreement.

1.47. "Zone 3 Design and Site Plan Approval": The Design and Site Plan Approval dated December 3, 2001 and issued by the Town to ARC with respect to the Senior Living Project.

1.48. "Zone 4" shall have the meaning given to it in the Recitals to this Agreement.

1.49. "Zone 4 Design and Site Plan Approval": The Design and Site Plan Approval dated December 3, 2001 and issued by the Town to Belmont ValueRealty Partners, LLC with respect to the R&D Project.

1.50. "Zone 5" shall have the meaning given to it in the Recitals to this Agreement.

ARTICLE 2

CONSTRUCTION AND INSTALLATION OF WATER SYSTEM

2.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the Water Loop, the Concord Avenue Water Line and the Pleasant Street Water Line. McLean shall construct and install the Water Loop in accordance with the Water Loop Plans and Specifications. McLean shall construct and install the Concord Avenue Water Line in accordance with the Concord Avenue Water Line Plans and Specifications. McLean shall construct and install the Pleasant Street Water Line in accordance with the Pleasant Street Water Line Plans and Specifications. McLean shall construct each of the Water Loop, the Concord Avenue Water Line and the Pleasant Street Water Line in accordance with all relevant provisions or conditions of the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval. After installation of the Water Loop, the Concord Avenue Water Line and the Pleasant Street Water Line, McLean shall submit "as built" plans to the Belmont Water Department and the Town.

2.2. Timing of Construction and Installation. McLean shall complete construction and installation of the Concord Avenue Water Line, and the Concord Avenue Water Line shall be fully operational, prior to the earlier to occur of (a) the issuance of a building permit for any building located in Zone 3 or Zone 4, or (b) the issuance of a certificate of occupancy for any building located in Zone 1A or Zone 1B. McLean shall complete construction and installation of the Water Loop, and the Water Loop shall be fully operational, prior to the earlier to occur of (a) the issuance of a building permit for any building located in Zone 3 or Zone 4, or (b) the issuance of a certificate of occupancy for any building located in Zone 2. McLean shall complete construction and installation of the Pleasant Street Water Line, and the Pleasant Street Water

Line shall be fully operational, prior to the issuance of a certificate of occupancy for any building located in Zone 3 or Zone 4.

2.3. Temporary Construction Easements. McLean hereby reserves to itself for its use, and the use of its contractors and subcontractors, and their respective agents and employees, in common with others entitled to use the same, temporary easements over, across, in, under and through such portions of Zone 1A, Zone 1B, Zone 2, Zone 3 and Zone 4 as McLean may reasonably deem necessary or appropriate in connection with the construction and installation of the Water Loop, the Concord Avenue Water Line or the Pleasant Street Water Line, for purposes of construction and installation of the Water Loop, the Concord Avenue Water Line or the Pleasant Street Water Line and such other purposes as may be reasonably related to such construction and installation; provided, however, that such temporary easements shall be limited to the minimum area reasonably required in order to complete such construction and installation and that any such construction and installation shall be undertaken in the most expeditious manner reasonably practicable to minimize interference with each Owner's use and enjoyment of, and damage to, its Zone; provided, further, that such temporary easements shall terminate on the issuance of a certificate of occupancy for the last of Zone 1A, Zone 1B, Zone 2, Zone 3, and Zone 4 to obtain a certificate of occupancy.

ARTICLE 3

CONSTRUCTION AND INSTALLATION OF DRIVEWAYS

3.1. Olmsted Drive Improvements.

3.1.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the Olmsted Drive Improvements, other than the gas lines that are a part of the Olmsted Drive Improvements. McLean shall construct and install the Olmsted Drive Improvements (other than the gas lines that are a part of the Olmsted Drive Improvements) in accordance with the Olmsted Drive Improvements Plans and Specifications, and all relevant provisions or conditions of the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval. McLean shall be responsible for coordinating with the Gas Company with respect to construction and installation of the gas lines that are a part of the Olmsted Drive Improvements, and McLean shall be responsible for performing such work as the Gas Company may reasonably require in connection with the construction and installation of such gas lines, including without limitation trenching and backfilling the areas in which such gas lines are located.

3.1.2. Timing of Construction and Installation. Construction and installation of the Olmsted Drive Improvements shall be completed in accordance with the Basic Driveway Standard, and in accordance with all applicable Design and Site Plan Approvals, prior to the issuance of a building permit with respect to any portion of Zone 3 or Zone 4. Construction and installation of the Olmsted Drive Improvements shall be completed to the Completed Driveway Standard, and in accordance with all applicable Design and Site Plan Approvals (and as-built

plans therefor shall be provided to the Owner of Zone 3, the Owner of Zone 4 and the Town), prior to the issuance of a certificate of occupancy for any building located in Zone 3 or Zone 4.

3.1.3. Temporary Construction Easements. McLean hereby reserves to itself for its use, and the use of its contractors and subcontractors, and their respective agents and employees, in common with others entitled to use the same, temporary easements over, across, in, under and through such portions of Zone 3 and Zone 4 as may be necessary or appropriate in connection with the construction and installation of the Olmsted Drive Improvements for purposes of construction and installation of the Olmsted Drive Improvements and such other purposes as may be reasonably related to such construction and installation; provided, however, that such temporary easements shall be limited to the minimum area reasonably required in order to complete such construction and installation and that any such construction and installation shall be undertaken in the most expeditious manner reasonably practicable to minimize interference with each Owner's use and enjoyment of, and damage to, its Zone; provided, further, that such temporary easements shall terminate on the issuance of a certificate of occupancy for the last of Zone 3 and Zone 4 to obtain a certificate of occupancy.

3.2. McLean Drive Improvements.

3.2.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the McLean Drive Improvements, other than the gas lines that are a part of the McLean Drive Improvements. McLean shall construct and install the McLean Drive Improvements (other than the gas lines that are a part of the McLean Drive Improvements) in accordance with the McLean Drive Improvements Plans and Specifications, and all relevant provisions or conditions of the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval. McLean shall be responsible for coordinating with the Gas Company with respect to construction and installation of the gas lines that are a part of the McLean Drive Improvements, and McLean shall be responsible for performing such work as the Gas Company may reasonably require in connection with the construction and installation of such gas lines, including without limitation trenching and backfilling the areas in which such gas lines are located.

3.2.2. Timing of Construction and Installation. Construction and installation of the McLean Drive Improvements shall be substantially completed (and as-built plans therefor shall be provided to the Owner of Zone 1A, Zone 1B and Zone 2, and to the Town) prior to the issuance of a certificate of occupancy for any building located in Zone 1A, Zone 1B or Zone 2.

ARTICLE 4

CONSTRUCTION COORDINATION COMMITTEE

4.1 Formation of Committee; Purposes of Committee. There is hereby formed by the Members (as hereinafter defined), a committee (the "Committee") for the purpose of facilitating,

for the benefit of Members, the coordination and implementation of construction activities relating to the development of the McLean District, as more particularly set forth herein.

4.2 Name. The Committee shall be known as the McLean District Construction Coordination Committee.

4.3 Membership. ARC, NRC, BVP, McLean and the Town (each, a "Member") shall each be a member of the Committee.

4.4 Representatives. Each Member shall designate an individual (each, a "Representative") to be such Member's representative on the Committee. During any period when a Member's Project is undergoing active construction, the Representative of such Member shall have at least ten (10) years of experience in managing or otherwise overseeing construction projects similar in nature and scope to such Member's Project. Each Representative shall be required to attend meetings of the Committee on behalf of such Member and, during any period when a Representative's Project is undergoing active construction, such Representative shall attend meetings of the Committee on behalf of such Member. Each Member initially designates the following respective individual as its Representative:

ARC: Frank DiPietro
Contact Information: (617) 924-1770

NRC: John C. Dawley
Contact Information: (617) 797-6704

BVP: Matthew Ross
Contact Information: (617) 520-6694

McLean: Andrew Healy
Contact Information: (617) 855-2617

Town: Belmont Director of Community Development
Contact Information: (617) 489-8220

Set forth above is the respective contact information for each Representative (other than the Town's Representative), through which such Representative may be contacted 24-hours per day, seven (7) days per week, 52 weeks per year. If at any time such contact information changes, or if any Member (other than the Town) designates a replacement Representative, then such updated contact information, or the name and contact information of the new Representative, as the case may be, shall be provided to each of the other Representatives, and shall be posted on a bulletin board in the Belmont Town Hall. For so long as the Committee is standing, each Member shall have a representative on the Committee until such time as such Member is entitled to resign from the Committee pursuant to the terms of Section 4.7 below. If any Member breaches the foregoing provision, and such Member fails to appoint a Representative within seven (7) days after notice of such breach from the District Project

Manager, then the other Members shall appoint a Representative for such Member and such designated Representative shall have full power and authority hereunder as if he or she had been designated by such Member.

4.5 District Project Manager.

4.5.1 Appointment. At all times prior to the Dissolution Date (as hereinafter defined), one of the Representatives eligible to so serve (as provided below) shall serve as District Project Manager. The District Project Manager shall be the Representative of either ARC, NRC or BVP, provided said Representative's Project is, during said Representative's term as District Project Manager, undergoing active construction pursuant to a building permit issued by the Town. During any time that there is no usable building permit outstanding for any of the Projects, the District Project Manager shall be the McLean Representative. In no event shall the Town's Representative serve as District Project Manager. The designation of District Project Manager may change from time to time, but no more frequently than semi-annually, with the intent that at all times during which any Project is undergoing active construction, the District Project Manager be that Representative whose Project is, relative to other Projects, undergoing most active construction.

4.5.2 Authority. The District Project Manager shall have the authority and permission, after reasonable prior notice to the affected Member (except in emergency situations), to enter such Member's property as required to carry out his or her responsibilities under this Agreement. The District Project Manager shall have the authority to facilitate the coordination and scheduling of blasting and truck activities relating to the construction of the Projects.

4.5.3 Access to District Project Manager. Each of the Town's Building Commissioner, Senior Planner and Town Administrator shall be notified at all times as to the identity, mailing address, e-mail address, phone number, mobile phone or pager number, and fax number of the District Project Manager. The District Project Manager shall be accessible to the Building Commissioner or the Senior Planner at all times, including nights, weekends and holidays. If, during his or her term, the District Project Manager is to be traveling or otherwise inaccessible for any period of time, then he or she shall designate a person to fill the role during his or her temporary absence, and notify the Building Commissioner and Senior Planner about how to reach his or her designee.

4.5.4 Responsibilities to the Committee. The District Project Manager shall be responsible for ensuring that the Committee meets, performs its functions, and reports its activities to the Town and to the public, all as set forth below in Section 4.6. The District Project Manager shall also chair each meeting of the Committee.

4.5.5 Responsibilities to the Town; Response to Occurrences. The Town's Building Commissioner and Senior Planner may each communicate to each of the other Representatives through the District Project Manager or directly, and the District Project Manager shall promptly convey all such communications to the appropriate Representative or Representatives. In addition, the District Project Manager shall be the primary contact person for

the Town's Building Commissioner or Senior Planner in the event that either such official determines that there is an occurrence or condition relating to the construction of any or all of the Projects that: (i) does not comply with applicable legal requirements, including without limitation the Design and Site Plan Approvals issued for each Project; or (ii) that otherwise poses a threat to the safety or well-being of the citizenry of the Town (either (i) or (ii) being an "Occurrence"). Upon notification of an Occurrence, the District Project Manager shall work promptly and diligently to determine the nature and cause of the Occurrence and the person(s) or Project(s) responsible for the Occurrence, and to have the responsible Representative(s) identify and implement appropriate remedial action. For each Occurrence reported to him or her, the District Project Manager shall promptly, and in no event more than twenty-four (24) hours after receiving notice of the Occurrence, verbally report to the Building Commissioner or the Senior Planner (as the case may be) as to which Project(s) were the source of such Occurrence, and, within forty-eight (48) hours after providing such verbal report, further report to the Building Commissioner or the Senior Planner the following information: (1) how, when and by whom the Occurrence has been or will be remedied, and (2) measures to be taken to prevent recurrence. Nothing in this Agreement shall diminish or negate the authority of the Building Commissioner under applicable law or as provided in the Design and Site Plan Approval decisions.

4.6 Meetings.

4.6.1 No Requirement for Open Public Meetings. Unless otherwise approved by a unanimous vote of the Committee, the regular and special meetings of the Committee shall not be open to the public.

4.6.2 Types of Meetings.

A. Regular Meetings. The Committee shall hold regular meetings at 9:00 a.m. (Eastern Time) on the first Wednesday of each calendar month, or, if the date of the regular meeting falls on a holiday, then the next weekday that is not a holiday. Upon a unanimous vote of the Committee, regular meetings of the Committee may be cancelled, or rescheduled to a different day or time.

B. Special Meetings. Special meetings of the Committee may be called by any Representative, in each case by giving all other Representatives notice of the time and place of any meeting at least seven (7) days prior thereto, except in the event of an emergency, when notice of a special meeting may be given in writing or orally to each Representative at least 24-hours prior to the time of the meeting.

4.6.3 Purposes of Meetings.

A. Forum for Project Updates. At each regular meeting, each Representative will update the Committee on the progress of his or her respective Project since the last Committee meeting, noting instances of delay and schedule changes. Each Representative will also provide the Committee with a description of the construction activities that are expected to occur with respect to such Representative's Project before the next Committee meeting. The description of

future construction activities will include: (1) a description of the nature and location of such activities, (2) the projected schedule for such activities, (3) information about truck traffic and routing, (4) the names and contact information of the contractor(s) and subcontractor(s) who will be performing such work, (5) any reasonably foreseeable unusual construction impacts on the Belmont community (e.g., unusual dust generation activities) and the methods that the Representative anticipates shall be employed to mitigate such impacts, (6) the location of any blasting activities with respect to such Project and the proposed schedule for such blasting activities, and (7) any other reasonable information that other Representatives may reasonably request with respect to such activities.

B. Forum for Issues. Meetings of the Committee will be a forum for Representatives to discuss any and all construction coordination issues relating to the Projects. The District Project Manager will identify any questions, complaints and concerns brought to his or her attention by Town officials or Town residents. At each meeting of the Committee, each Representative will be expected to respond to any such questions, complaints and concerns raised at the last Committee meeting that relate to such Representative's Project. To avoid or preempt Occurrences, Committee meetings will also be a forum for identifying off-site impacts of construction activities relating to the Projects, and for discussing the implementation of measures to mitigate any such impacts. Meetings of the Committee will also be a forum for discussing substantive changes to any Project that may require approval by the Town's Planning Board pursuant to the terms of such Project's Design and Site Plan Approval.

4.6.4 Meeting Reports. The District Project Manager shall prepare a draft report with respect to each meeting of the Committee within seven (7) days after the meeting, and shall distribute the draft for review and approval by each other Representative. After receipt of the draft report, each Representative will have seven (7) days to review and comment on the report. If within such seven (7) day period, any Representative does not raise any comments with the District Project Manager, then the report will be deemed approved by such reviewing Representative. Once the draft report is approved (or deemed approved) by each Representative, the District Project Manager shall cause the report to be posted at Town Hall, at the Town Public Library, and on the Town website, and will distribute the report to: (1) each Representative; (2) the Town's Building Commissioner; (3) the Town's Senior Planner; (4) the Town Administrator for the Town; (5) the Town's Planning Board; (6) the McLean Implementation Committee, (7) the Land Management Committee, and (8) the Town Clerk.

4.7 Duration of Committee. The Committee shall stand, and shall continue to hold regular meetings, until the last of NRC, ARC and BVP resigns from the Committee in accordance with the provisions of this Section 4.7. The date on which the Committee is so dissolved is referred to herein as the "Dissolution Date." NRC may resign from the Committee on the first anniversary of the date on which certificates of occupancy have issued for 100% of the residential units in its Project; ARC may resign from the Committee on the first anniversary of the date on which a certificate of occupancy has issued for 100% of its Project (as defined in the ARC Site Plan); and BVP may resign from the Committee on the first anniversary of the date

on which a certificate of occupancy has issued for its Project. Notwithstanding the foregoing, ARC may resign from the Committee (whereupon the Committee shall then dissolve) if: (i) NRC and BVP have each resigned from the Committee in accordance with the foregoing provisions of this Section 4.7, and (ii) at least one (1) year has expired since the date on which a certificate of occupancy was issued for Phase I of ARC's Project. Upon its resignation from the Committee, a Member shall be released and discharged from all of its obligations and liabilities under this Article 4 first accruing on or after the date of such resignation. On the Dissolution Date, the terms of this Article 4 shall be null and void, and each of the Members shall be released and discharged from all of their respective obligations and liabilities under this Article 4, except for obligations or liabilities first accruing prior to the Dissolution Date.

ARTICLE 5

DEFAULT AND ENFORCEMENT

5.1. Events of Default. If an Owner (a "Defaulting Owner") shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to this Agreement (a "Default"), and such Default shall continue for a period of ten (10) days following receipt by such Defaulting Owner of written notice thereof from a Benefited Owner, unless such obligation is not, by its nature, reasonably susceptible of cure within such ten (10) day period, in which case the time for such Defaulting Owner to cure such Default shall be extended for such period of time as may be reasonably necessary to complete such cure, provided that such Defaulting Owner commences such cure within such ten (10) day period, and thereafter diligently prosecutes such cure to completion, then, in any of such events (an "Event of Default"), any Benefited Owner may pursue the remedies specified in Section 5.2.

5.2. Remedies. If an Event of Default has occurred and is continuing with respect to an Owner, any Benefited Owner may:

- (a) Enforce this Agreement against the Defaulting Owner by an action at law or in equity, including, without limitation, an action for injunctive relief or specific performance;
- (b) Where applicable, pursue the self-help rights provided for in Section 5.5;
and
- (c) Pursue any other remedy available to such Benefited Owner at law or in equity.

Notwithstanding the foregoing, in no event shall the Benefited Owner's remedies include the right to terminate this Agreement by reason of an Event of Default and the Benefited Owner shall have no equitable rights in the Defaulting Owner's Zone. Upon the written request of the Defaulting Owner, the Benefited Owner shall be required, before exercising one or more of the remedies set forth in (a) through (c) above, to submit the matter giving rise to the Event of Default to arbitration pursuant to Section 7.17.

5.3. Costs of Enforcement. If an Event of Default has occurred, the Defaulting Owner shall pay the Assessing Owner within fifteen (15) days after billing for all reasonable costs and expenses, including reasonable attorneys' fees and court costs, incurred by the Assessing Owner in collecting such unpaid amounts, together with interest from the date of expenditure by the Assessing Owner to the date of payment by the Defaulting Owner at the Interest Rate until paid in full.

5.4. Mortgagee's Rights. Prior to exercising a remedy under Section 5.2 (a) or (c) above, the Assessing Owner shall send notice to any Listed Mortgagees of the Zone in question. If within thirty (30) days after such notice, a Listed Mortgagee shall (a) pay the Assessing Owner any unpaid amounts due from the Owner pursuant to the terms of this Agreement, (b) commence foreclosure or other appropriate action to acquire title to the Zone or (c) notify the Assessing Owner of its intention so to foreclose or acquire title, then the Assessing Owner shall not exercise such remedy, provided that (i) the Listed Mortgagee shall diligently prosecute any such foreclosure or other acquisition of title and (ii) the Listed Mortgagee or purchaser at foreclosure shall pay such unpaid amounts to the Assessing Owner within fifteen (15) days after the foreclosure is completed or after title has otherwise been acquired.

5.5. Self-Help Rights. If an Event of Default occurs and is continuing with respect to any Owner's obligation hereunder to construct or install the Olmsted Drive Improvements, the McLean Drive Improvements, the Water Loop, the Concord Avenue Water Line, the Pleasant Street Water Line, then any Benefited Owner (the "Curing Owner") may provide the Defaulting Owner with a notice describing the Event of Default and the Curing Owner's intent to cure the same if such Event of Default continues. Upon receipt of any such notice from the Curing Owner, the Owner purportedly in Default may either: (i) dispute the alleged Default and submit the matter to arbitration pursuant to Section 7.18, or (ii) cure such Default. If such Default continues for a period of five (5) days after such notice from the Curing Owner, and such Default has not been submitted to arbitration as aforesaid, then the Curing Owner may, at its option, without prejudice to any rights or remedies that such Owner may have with respect to such Default, cure such Default. The Curing Owner may enter upon any portion(s) of the McLean District necessary to implement such cure after notice to the owner(s) of such portion(s) of the McLean District and after providing such owner(s) a certificate of insurance showing that the Curing Owner and its contractors have obtained the minimum insurance required pursuant to Section 5.3 of the REA. Any entry under the aforesaid right of access shall be limited to the minimum area reasonably required in order to implement such cure, and shall be made, and all work in connection with any such cure shall be conducted, in the most expeditious manner reasonably practicable to minimize interference with the owner's use and enjoyment of, and damage to, its portion(s) of the McLean District. Any such cure shall be diligently prosecuted to completion by the Curing Owner. Upon completion, the Curing Owner shall promptly restore the area of entry to its condition prior to such work to the fullest extent practicable, and the Defaulting Owner shall pay the Curing Owner within fifteen (15) days after billing for all reasonable costs and expenses incurred by the Curing Owner in implementing such cure, together with interest from the date of expenditure by the Curing Owner to the date of payment by the Defaulting Owner at the Interest Rate until paid in full.

ARTICLE 6

OPTIONS TO ASSUME CERTAIN RESPONSIBILITIES

6.1. Option. ARC and BVP shall each have the option, which may be exercised in accordance with the provisions of Section 6.2, to assume all of McLean's responsibilities for construction and installation of the Olmsted Drive Improvements as set forth in Section 3.1, and all of McLean's rights in connection with the construction and installation of the Olmsted Drive Improvements as set forth in Section 3.1.3. In the event that either ARC or BVP exercises the option described in this Section 6.1, such party shall also assume all of McLean's responsibilities for construction and installation of the Pleasant Street Water Line and the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area as set forth in Article 2, and all of McLean's rights in connection with the construction of the Pleasant Street Water Line and the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area as set forth in Section 2.3. In the event that either ARC or BVP exercises the option set forth in this Section 6.1, such party and McLean shall cooperate to the fullest extent possible using good faith, diligent, commercially reasonable efforts to coordinate construction and installation of the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area with construction and installation of the remainder of the Water Loop so that the entire Water Loop is installed in a safe and efficient manner that is consistent with appropriate engineering standards.

6.2. Exercise. Provided that the option set forth in Section 6.1 has not been previously exercised and the exercising party is not actively performing its obligations under Section 6.1, either ARC or BVP may exercise the option described in Section 6.1 by delivering written notice to McLean (with copies to the Town and the other Owners) at any time before McLean has commenced construction and installation of the Olmsted Drive Improvements or the Pleasant Street Water Line. Notwithstanding any provision to the contrary contained in this Agreement, if McLean has completed construction and installation of the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area or the Zone 3-D Utility Easement Area, at the time of any exercise of the option described in Section 6.1, then the exercising party shall not assume McLean's responsibilities or rights relating to the portion of the Water Loop that McLean has so constructed and installed.

ARTICLE 7

MISCELLANEOUS

7.1. Rights Granted. The easements, restrictions, covenants, agreements, benefits and obligations set forth in this Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes appurtenant to the Zones benefited and burdened thereby, running with

the land, for the duration set forth in Section 7.2. Each Owner may grant to its Permittees the privilege to use, in common with the other Owners and other Permittees, the easements hereby granted to or conferred upon each of them, respectively; provided, however, that (a) neither such Permittees nor any other third parties shall be deemed third party beneficiaries under this Agreement, and (b) none of such Permittees shall have the right, solely by virtue of this Agreement, to enforce such benefits or to enjoin any actual or threatened violation of such benefits by the Owners or any other Permittee.

7.2. Duration. The easements, restrictions, covenants, agreements, benefits and obligations set forth in this Agreement shall expire on the Dissolution Date, except for any obligation accruing prior to the Dissolution Date that has not been completely satisfied as of such date. Promptly following receipt of a written request therefor from any Owner, each other Owner and the Committee shall execute and deliver, in recordable form, such documentation as is reasonably necessary to evidence the expiration of the easements, restrictions, covenants, agreements, benefits and obligations set forth in this Agreement.

7.3. Transfer of Interest. In the event of any transfer of the interest of an Owner in and to its Zone or any portion thereof, the transferring Owner shall (for the purpose of this Agreement only) be the agent of each of its transferees until the notice requirement set forth below is satisfied. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to its Zone which accrue during the period of such ownership, and such liability shall continue with respect to any portion in which it transfers its interest as aforesaid until the notice requirement set forth below is complied with, at which time the transferring Owner's liability hereunder shall terminate with respect to such portion, or the whole, as applicable, and all transferees of each Zone shall thereafter collectively be deemed to be an "Owner" under this Agreement and shall automatically become liable for all obligations of the transferring Owner hereunder with respect to such portion, or the whole, as applicable, and for all obligations arising after compliance with the notice requirement set forth below. An Owner transferring all or any portion of its interest as the owner of its Zone shall give notice to each other Owner of such transfer and shall include therein at least the following information: (i) the name and address of the transferee and (ii) a copy of the survey showing the location and indicating the legal description of the portion of the Zone transferred, if less than all of the Zone is being transferred. Any transfer shall be subject to the terms of this Agreement and shall be subject to all applicable laws and ordinances. Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon a Zone or portion thereof prior to receipt of the notice.

7.4. Recordation and Mortgages.

7.4.1. This Agreement shall be recorded in the Registry of Deeds. This Agreement shall be recorded prior to the recordation of any mortgage or any other instrument other than the REA creating a lien upon any portion of the McLean District.

7.4.2. Any mortgage or similar instrument duly and properly recorded after the recording of this Agreement which encumbers any portion of the McLean District shall at all times be subordinate to the terms of this Agreement and any party foreclosing any such mortgage or deed of trust or similar instrument or taking possession of a Zone, or acquiring title by deed in

lieu of foreclosure, trustee's sale, foreclosure sale or otherwise, or any party claiming title by, through or under the mortgagee of such Zone, shall acquire title subject to all of the terms and provisions of this Agreement, provided that such party shall be liable for the payment and performance of all covenants, obligations and undertakings herein set forth with respect to its Zone which accrue during its period of ownership, and such party shall not be liable for any act or omission of the prior Owner of the Zone acquired.

7.5. Further Instruments and Assurances. Within fifteen (15) days after receipt of a written request therefor from another Owner, each Owner shall execute and deliver, in recordable form when necessary and/or desirable, any and all documentation as is reasonably necessary and applicable to effectuate or confirm the intentions of the parties hereto set forth herein or to implement the grants of easements, covenants and restrictions contained in this Agreement. The Owner requesting the execution of any such documents shall bear all costs of preparing and recording such documents.

7.6. Headings. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

7.7. References to Articles and Sections. Unless otherwise expressly provided, all references herein to Articles or Sections shall mean the Articles and Sections of this Agreement.

7.8. Binding. Except as specifically provided herein to the contrary, this Agreement shall be binding upon, enforceable by and against, and inure to the benefit of (i) each of the parties hereto, and its respective successors and assigns as set forth in Section 7.3, and (ii) the Town.

7.9. Non-Waiver. No delay or omission by any Owner in the exercise of any right accruing upon any Default of any other Owner or its Permittees shall impair such right or be construed to be a waiver thereof, unless expressly waived in writing by the nondefaulting Owner. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Exercise by an Owner, or the beginning of the exercise by an Owner, of any one or more of the rights or remedies provided for in this Agreement, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such Owner of any other right or remedy for such breach.

7.10. Excusable Delay. Whenever performance is required of an Owner under the terms of this Agreement, that Owner shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of Acts of God, adverse weather conditions preventing the performance of work as certified by the architect or engineer retained in connection with such work, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, government action or inaction, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused ("Excusable Delay"); provided that

written notice is given by the Owner claiming the benefit of Excusable Delay to each of the Owners to be benefited by such Owner's performance, which notice shall specify the nature and anticipated duration of the Excusable Delay. Notwithstanding the foregoing, lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of an Owner. The provisions of this Section 7.10 shall not operate to excuse any Owner from the prompt payment of any monies required by this Agreement.

7.11. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by overnight air courier or express delivery service with proof of delivery acknowledged, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery, or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver. Any notice to McLean shall be addressed as follows:

Michele Gougeon, Executive Vice President
and Chief Operating Officer
The McLean Hospital Corporation
115 Mill Street
Belmont, MA 02178

with a copy to: Stephen W. Kidder, Esq.
Hemenway & Barnes
60 State Street
Boston, MA 02109

and: Partners HealthCare System, Inc.
Office of the General Counsel
50 Staniford Street
Suite 1000
Boston, MA 02114

Any notice to The Woodlands at Belmont Hill, LLC shall be addressed as follows:

The Woodlands at Belmont Hill LLC
c/o Northland Residential Corporation
10 Second Avenue
Burlington, MA 01803

with a copy to: V. Douglas Errico, Esq.
Marcus, Errico, Emmer & Brooks, P.C.
Suite 107
45 Braintree Hill Office Park
Braintree, MA 02184

Any notice to American Retirement Corporation shall be addressed as follows:

American Retirement Corporation
111 Westwood Place
Suite 402
Brentwood, TN 37027

with a copy to: Francis X. Hanlon, Esq.
Ropes & Gray
One International Place
Boston, MA 02110

Any notice to Belmont ValueRealty Partners, LLC shall be addressed as follows:

Belmont ValueRealty Partners, LLC
124 Mt. Auburn Street
Suite 200N
Cambridge, MA 02138

with a copy to: Anne H. Meyer, Esq.
Goulston & Storrs, PC
400 Atlantic Avenue
Boston, MA 02110

All notices and other communications to an Owner that are authorized or required hereunder shall be addressed to the receiving Owner at the address set forth in any recorded instrument conveying the interest in a Zone or portion thereof to such Owner (such as a deed or notice of lease), or to such other address or addresses as such Owner may hereafter designate by written notice to all other Owners.

7.12. Estoppel Certificate and Compliance Certificate.

7.12.1. Upon not less than fifteen (15) days' prior written request by any Owner in connection with the sale or transfer by fee interest, assignment, lease or sublease of all or a portion of such Owner's Zone or in connection with the financing or refinancing of such Owner's Zone by mortgage or sale-leaseback, the other Owners shall execute, acknowledge, and deliver to such Owner or its designee, a statement certifying, to the other Owner's knowledge, that: (i) this Agreement is in full force and effect and is binding upon the Owners, if true, (ii) this Agreement has not been amended or modified, either orally or in writing, or, if there have been amendments or modifications, this Agreement has been amended or modified (attaching accurate and complete copies of the modifications), (iii) that the requesting Owner or each of the other Owners, as applicable, is not in default in the performance of its obligations under this Agreement or, if in default, specifying the nature of any and all defaults, and (iv) such other reasonable information as the requesting party may request. Any such certificates may be relied upon by transferees, Occupants, mortgagees, deed of trust beneficiaries and leaseback-lessors.

7.12.2. Upon request by the Town's Building Commissioner from time to time (but not more frequently than twice annually), each Owner shall certify to the Town that, to such

Owner's knowledge, it is in material compliance with the terms and provisions of this Agreement to be performed or observed by such Owner (or, if applicable, the manner in which such Owner is not in such compliance).

7.13. No Partnership. Nothing contained in this Agreement or any acts of the Owners shall be deemed by the Owners or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture between the Owners or their successors in interest.

7.14. No Merger. Although the Zones are as of the date of this Agreement, and may from time to time hereafter be, in common ownership, the easements and covenants created hereby shall not be extinguished by merger or otherwise.

7.15. Limitation of Liability. No partner, shareholder, trustee, beneficiary, director, officer, partner, member, or employee of any Owner or any other affiliated person of any Owner shall have any personal liability under this Agreement. Nothing in this Section 7.15 shall limit in any way any person's right to pursue equitable remedies in the event of a Default by the Owner under this Agreement, as more particularly set forth herein.

7.16. Limitation of Responsibilities and Rights. Notwithstanding any provision to the contrary contained in this Agreement, the responsibilities and rights of each of NRC, ARC and BVP set forth in this Agreement are specifically conditioned upon such Person being at all times either an Owner or a party to a purchase contract pertaining to the acquisition of one or more Zones. If at any time, any of NRC, ARC or BVP is neither an Owner nor a party to a purchase contract pertaining to the acquisition of one or more Zones, then such Person shall provide written notice of such state of facts to the Committee; following receipt by the Committee of such notice, such Person shall have no further responsibilities or rights under this Agreement except for responsibilities that accrued prior to receipt by the Committee of such notice.

7.17. Dispute Resolution. Any disputes arising in connection with any matter giving rise to an Event of Default with respect to which the Defaulting Owner has requested arbitration in accordance with the provisions of Section 5.2, the right of any Owner to exercise self-help rights in accordance with the provisions of Section 5.6 or the failure by any Owner to cooperate in accordance with the provisions of Section 7.18 shall be subject to the arbitration provisions of this Section 7.17. No other provision of this Agreement shall be subject to the arbitration provisions under this Section 7.17, unless all parties to a dispute otherwise agree. Any disputes between the parties hereto with respect to this Agreement that are subject to arbitration as described above shall be submitted to arbitration in accordance with the provisions of Massachusetts law. Arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the accelerated rules, regulations and procedures from time to time in effect as promulgated by the American Arbitration Association. Prior written notice of application by either party for arbitration shall be given to the other at least ten (10) days before submission of the application to the American Arbitration Association's office in Boston, Massachusetts. The arbitrator shall hear the parties and their evidence. The decision of the arbitrator shall be binding and conclusive, and judgment upon the award or decision of the arbitrator may be entered in the appropriate court of law; and the parties shall consent to the jurisdiction of such court and further agree that any process or notice of motion or application to the court or a judge thereof may be served outside of Massachusetts by registered mail or by

personal service, provided a reasonable time for appearance is allowed. The costs and expenses of each arbitration and their apportionment between the parties shall be determined by the arbitrator in his or her award or decision. No arbitrable dispute shall be deemed to have arisen prior to the expiration of the period of fifteen (15) days after the date of giving of written notice by the party asserting the existence of the dispute together with a description thereof sufficient for an understanding thereof.

7.18. Cooperation. The Owners agree to cooperate jointly to the fullest extent possible using good faith, diligent, commercially reasonable efforts to effectuate the intent of this Agreement. Unless otherwise expressly provided to the contrary in this Agreement, use of the term "approval" or "consent" or any variation thereof means that such approval or consent shall not be unreasonably withheld, delayed or conditioned.

7.19. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.20. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.

7.21. Deeds of Portions of McLean District. Any deed from McLean of any portion of the McLean District delivered after the date hereof shall make reference to this Agreement and the rights and obligations of NRC, ARC and BVP under this Agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

By: Michele L. Gougeon
Name: Michele L. Gougeon
Title: Executive Vice President
Chief Operating Officer

By: Bruce M. Cohen
Name: Bruce M. Cohen, M.D., Ph.D.
Title: President & Psychiatrist in Chief

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: _____
Name:
Title:

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By: _____
Name:
Title:

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: Frank M. Stewart
Name: Frank M. STEWART
Title: President

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By: _____
Name:
Title:

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

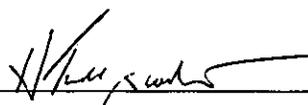
By: _____
Name:
Title:

By: _____
Name:
Title:

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: _____
Name:
Title:

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By:  _____
Name:
Title: **H. Todd Kaestner**
EVP Corporate Development

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: _____
Name:
Title:

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By: _____
Name:
Title:

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: David Geller
Name: DAVID GELLER
Title: MANAGER

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

Before me, the undersigned notary public, on this 18th day of January,
2005, personally appeared Michele L. Gougeon and
Bruce M. Cohen, M.D., Ph.D., who are personally known to me or were each proved
to me through a current document issued by a federal or state government agency bearing a
photographic image of the signatory's face and signature, to be the persons whose names are
signed to the foregoing instrument and acknowledged to me that they signed it as their free act
and deed and the free act and deed of The McLean Hospital Corporation, as
Ex. V.P. & C.O.O. and President & P.I.C. respectively, for The McLean
Hospital Corporation, for its stated purpose.

CATHERINE F. BOWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 10, 2008



[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____,
2005, personally appeared _____ who is personally
known to me or was proved to me through a current document issued by a federal or state
government agency bearing a photographic image of the signatory's face and signature, to be
the person whose name is signed to the foregoing instrument and acknowledged to me that
he/she signed it as his/her free act and deed and the free act and deed of The Woodlands at
Belmont Hill LLC, as _____ for The Woodlands at Belmont Hill
LLC, for its stated purpose.

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____, 2005, personally appeared _____ and _____, who are personally known to me or were each proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the persons whose names are signed to the foregoing instrument and acknowledged to me that they signed it as their free act and deed and the free act and deed of The McLean Hospital Corporation, as _____ and _____ respectively, for The McLean Hospital Corporation, for its stated purpose.

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ~~MIDDLESEX~~

Before me, the undersigned notary public, on this 17th day of January, 2005, personally appeared Frank M. Stewart who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of The Woodlands at Belmont Hill LLC, as President of Northend Residential for The Woodlands at Belmont Hill LLC, for its stated purpose.

Noreen A. Browne



[notary seal]
NOREEN A. BROWNE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2011



STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, the undersigned notary public, on this 14th day of January, 2005, personally appeared H Todd Kaeitner who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of American Retirement Corporation, as EVP American Retirement Corporation, for its stated purpose.



Linda B. DeVault

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____, 2005, personally appeared _____ who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of Belmont ValueRealty Partners, LLC, as _____ for Belmont ValueRealty Partners, LLC, for its stated purpose.

[notary seal]

STATE OF TENNESSEE
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____, 2005, personally appeared _____ who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of American Retirement Corporation, as _____ for American Retirement Corporation, for its stated purpose.

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Norfolk

Before me, the undersigned notary public, on this 19 day of January 2005, 2005, personally appeared David Y. Geller who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of Belmont ValueRealty Partners, LLC, as MANAGER for Belmont ValueRealty Partners, LLC, for its stated purpose.

[Signature]
[notary seal]



EXHIBIT A-1A

Description of Zone 1A, Residential Subdistrict

That certain parcel of land shown as "Zone 1A, Residential Subdistrict" on the Plan, containing 8.81 acres.

EXHIBIT A-1B

Description of Zone 1B, Residential Subdistrict

That certain parcel of land shown as "Zone 1B, Residential Subdistrict" on the Plan, containing 6.21 acres.

EXHIBIT A-2

Description of Zone 2, Residential Subdistrict

That certain parcel of land shown as "Zone 2, Residential Subdistrict" on the Plan, containing 11.18 acres.

EXHIBIT A-3

Description of Zone 3, Senior Living Subdistrict

That certain parcel of land shown as "Zone 3, Senior Living Subdistrict" on the Plan, containing 12.83 acres.

EXHIBIT A-4

Description of Zone 4, Research and Development Subdistrict

That certain parcel of land shown as "Zone 4, Research & Development Subdistrict" on the Plan, containing 11.58 acres.

EXHIBIT A-5

Description of Zone 5, Institutional Subdistrict

That certain parcel of land shown as "Zone 5, McLean Institutional Subdistrict" on the Plan, containing 46.17 acres.

EXHIBIT A-6

Description of Zone 6, General Residence Subdistrict

That certain parcel of land shown as "Zone 6, General Residence District" on the Plan, containing 1.34 acres.

[Handwritten Signature]
Notary Public
State of Michigan

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Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Monday, June 7, 2021 12:38 PM
To: Stephen Pinkerton
Cc: Hummel, Robert
Subject: RE: Single Family Units at McLean Zone 3A

Steve,

Also from the By-Law –

“Townhouse – A one-family dwelling unit, with a private entrance, which is part of a residential structure containing three or more dwelling units that are attached horizontally in a linear arrangement, and having two or three totally exposed walls, depending on the number of units in structure, to be used for access, light, and ventilation.

Note: §1.4 was amended by Article 14 at the 2014 Annual Town Meeting.”

Seems like in the fall meetings the Board and Proponent were misusing the word Townhouse. It seems what was intended was a mix of “Dwelling, Single Family”, “Dwelling, Two Family – Traditional” and “Townhouse” units (3 & 4 Units). Its somewhat unsettling to me that the revised Zoning By-Law went through Town Counsel and no one flagged all the definition problems in the draft.

Similarly, in the fall no one picked up the difference between the application of Basement and Cellar, until you started reviewing what was submitted by the Proponent. Clearly in the fall everyone was functioning under the belief that the level below the first floor was the “basement”, while looking at it now the majority could be considered cellars or the grades could be manipulated to make them Cellars and thus allow for substantially larger units to be constructed than was reviewed or anticipated.

“Basement - A portion of a building partially underground, but having less than 60% of its clear height below grade (see cellar).

Note: §1.4 was amended by Article 18 at the 2005 Annual Town Meeting.”

I wonder if you should consider getting a listing of all of the problems with the adopted language put together and ask Town Counsel to review it as this process is getting started, you may be way out on a limb here?

Here is another example:

“6B.3.1 No townhouse dwelling unit shall consist of more than three bedrooms and the average number of bedrooms for all units in Subdistrict A shall not exceed 2.6 (rounding up). Any separate room in any unit that is not a living room, home office/den, or an equipped kitchen and is shown on a plan as being for other than bedroom use but which, because of location, size, or arrangement, could be used or adapted for use as a bedroom shall be considered as a bedroom for purposes of this provision. No attic, loft, or other storage or similarly usable space shall be used as, or altered to, create bedroom space, nor shall the design or construction facilitate such use or alteration.”

By strict reading this could be interpreted to say that a big bathroom should be counted as a bedroom, in a cellar any room large enough to be a bedroom (or more) should be counted as bedrooms, this second example would mean that it

there is a cellar and it is large enough to contain two bedrooms then the rest of the house would be limited to only one bedroom on the first floor. This makes no sense from the standpoint of what was presented in the fall but could be an excellent basis for an appeal.

I'll try to get you some better feedback on the items we discussed by the end of the week.

thx

Rob E.

From: Stephen Pinkerton <s.pinkerton@verizon.net>

Sent: Friday, June 4, 2021 11:02 AM

To: Robert Eckert <robe@pmrllc1.com>

Subject: Single Family Units at McLean Zone 3A

Hi Bob,

Thanks for the phone call. I look forward to further conversations.

Just a quick note on permissible townhouse buildings at McLean, Belmont Zoning By-Law §6B.2.1 b) states that "Permissible housing types shall be attached or detached townhouse dwelling units. Dwelling units shall be contained in groupings of one- to four-unit buildings."

Very best,

Steve

Stephen Pinkerton

s.pinkerton@verizon.net

617-484-2732 land

617-818-6018 cell/text

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Monday, June 14, 2021 9:01 AM
To: Stephen Pinkerton; Hummel, Robert
Subject: McLean - Zone 03 - Storm Water Drainage
Attachments: UphamBowlDrainagepdf.pdf

Steven & Robert,

As you are aware I've expressed concerns related to Storm Water Management along my frontage adjacent to Olmsted Drive. I've previously shared photos with the Planning Board showing the flooding and erosion that has been occurring with most significant rain events since I moved here in March of 2020. Some of the issues related to this area were discussed with the Planning Board in the prior hearings and the universal response was that drainage concerns for adjacent areas to Zone 3 would be addressed in the subsequent application and reviewed by the Planning Board in the Design Review process.

I have reviewed the Applicant's submitted materials related to Storm Water and drawings and calculations submitted do not appear to take any of the contributing areas outside of Zone 3 which contribute to inflow into Zone 3 into consideration.

The area of greatest concern to me and my adjacent neighbors is the Upham Bowl Area, The Upham Bowl area drainage was to be addressed prior to the construction of Olmsted Drive by what was referred to in the REA and CCIA as the "Upham Bowl Detention Improvements", the Agreement speculated submission of design and calculations to demonstrate the detention capability would be submitted and installed by the Hospital upon approval by the Planning Board and prior to the Construction of "Olmsted Drive Improvements". Upon reviewing the As-Built Drawings submitted by the developer it appears that a dead-end 15" outfall pipe was installed to a location under Olmsted Drive, but that no stormwater detention/infiltration system was installed. (see highlighted plan attached). This piping as indicated makes no sense from an engineering stand-point, as drawn approximately 5 acres of land is effectively draining to the sub-grade under the Roadway. And while Upham Bowl is a somewhat limited 5 Acre zone it takes storm water inflow what appears to be a significant amount of untreated upgradient parking and roadway areas of the Hospital.

Section 1.27 of the CCIA indicates that the plans that should take these improvements into consideration are the "ARC Belmont Campus, 115 Mill Street, Belmont, Massachusetts" plans prepared by Vanasse Hangen Brustlin, Inc. Dated May 22, 2000. I would like to formally request copies of these plans as well as any Plans the Town or Planning Board may have on file that have design drawings or calculations of the Upham Bowl Detention Improvements." The CCIA requires the completion of construction of the Olmsted Drive Improvements prior to the issuance of a Building Permit for Zone 3, and therefore it is imperative that the Planning Board confirm if all of the Olmsted Drive Improvements including Stormwater Drainage appurtenant to Olmsted Drive were constructed in accordance with the required design approvals and that all of the systems are properly functioning.

As expressed in person I would like to request that a site walk to specifically review all of the stormwater conditions on site be conducted prior to the review by the Planning Board of the submitted Stormwater materials.

Thank you for your time and consideration related to this issue.

Robert Eckert
68 S. Cottage Road

1B; (v) in the context of any proposed Improvements in the Zone 6 Drainage Easement Area, the Owner of Zone 3.

1.75. "Self-Insurance Threshold" shall mean Two Hundred Million Dollars (\$200,000,000), which amount shall be increased each calendar year in proportion to any increases in the Consumer Price Index for All Urban Consumers (CPI-U) – Boston, All Items 1982-84 equals 100, as published by the United States Department of Labor, Bureau of Labor Statistics, or if no longer calculated, the most comparable replacement or substitute index from the date of this Declaration to the year in which the Self-Insurance Threshold is being determined.

1.76. "Served Owner" shall have the meaning given to it in Section 4.5.

1.77. "Sewer Purposes": Installing, using, maintaining, servicing, repairing, removing and replacing lines, pipes, ducts, conduits and connections, facilities, manholes, and all appurtenances thereto, for the purpose of providing sanitary sewer service to a Zone.

1.78. "Sewer System": All Utility Facilities comprising the sanitary sewer system described in the CCIA, as the same may from time to time be modified, expanded or replaced. The Sewer System does not include Utility Facilities comprising the sanitary sewer system located, in part, in the McLean Drive Access and Utility Easement Area, the Private Open Space Easement No. 2 Area or the Private Open Space No. 3 Area.

1.79. "Slope and Grading Purposes": Installing, using, repairing, maintaining, removing and replacing slopes to support Olmsted Drive and all appurtenances thereto.

1.80. "Storm Water Drainage Purposes": Using the Drainage System or the portions of any existing drainage system located in the McLean District that will remain in use following completion of the storm water drainage system described in the CCIA, as the same may from time to time be modified, expanded or replaced.

1.81. "Town": Any municipal department, board or commission of the Town of Belmont, Massachusetts. The rights of the "Town" hereunder shall not extend to the general public.

1.82. "Transfer" (and any variation thereof): Either (i) any conveyance of the fee or leasehold interest of an Owner in and to its Zone or any portion thereof, or (ii) any assignment by an Owner of its rights and obligations as "Owner" hereunder to a Condominium Association. Notwithstanding the foregoing, the granting of any mortgage or similar instrument shall not be deemed a "Transfer" hereunder, but the foreclosure thereof, or acceptance of a deed in lieu of foreclosure thereof, shall be a "Transfer" hereunder, subject to all of the terms and provisions hereof.

1.83. "Upham Bowl Detention Improvements": The berm, underground chambers or other modifications made to, or facilities installed in, the so-called "Upham

Bowl” portion of the Declarant’s hospital campus in order to regulate the flow of storm water from the Upham Bowl area to downstream portions of the Drainage System.

1.84. “Utility Facilities”: Any and all components (including, without limitation, lines, pipes, wires, ducts, conduits, vaults, transformers, meters, connections, valves, facilities, catch-basins, detention and retention basins, drainage lines, trench drains, manholes, inlets, outlets, hydrants, and all appurtenances to each of the foregoing) of the following utility systems: storm water drainage, sanitary sewer, domestic water, fire protection, electric power, fiber optic, gas, telecommunications, television, steam, streetlight, and any and all other utility systems as may now or hereafter be suitable for the development or operation of the McLean Development Community, including uses ancillary and accessory thereto.

1.85. “Utility Maintenance Standard”: In good, working order, condition and repair for the respective intended capacity of the Utility Facilities in question, and in compliance with all Legal Requirements.

1.86. “Utility Purposes”: Installation, use and operation, maintenance, repair, removal and replacement of Common Utility Facilities and Exclusive Utility Facilities.

1.87. “Water System”: All Utility Facilities comprising the water system described in the CCIA, as the same may from time to time be modified, expanded or replaced. The Water System shall include the following facilities (which terms are used as defined in the CCIA): “Concord Avenue Water Line”; “Olmsted Drive Water Line”; and “Water Loop.”

1.88. “Zone”: Any of Zone 1A, Zone 1B, Zone 2, Zone 3, Zone 4 or Zone 5. No additional Zones shall be established under this Declaration, whether through subdivision of a Zone, creation of a Leasehold Parcel out of a portion (but not the whole) of any Zone, or otherwise. The foregoing definition shall not in any way limit the rights of the Zone 6 Owner under Section 5.6.

1.89. “Zone 1A Telecommunications Easement”: The easement described in Section 2.3.

1.90. “Zone 1A Telecommunications Easement Area”: The easement area depicted on the Master Easement Plan as the “Zone 1A Telecommunications Easement.”

1.91. “Zone 1B” shall have the meaning given to it in the Recitals to this Declaration.

1.92. “Zone 1B Access and Utility Easement”: The easement described in Section 2.4.

1.93. “Zone 1B Access and Utility Easement Area”: The easement area depicted on the Master Easement Plan as the “Proposed Zone 1B Access and Utility Easement.”

REA

memorialize each such amendment. Copies of such as-built plans shall be delivered to the Town.

ARTICLE 3

MAINTENANCE AND OPERATION

3.1. Restrictions on Maintenance, Operation and Replacement Activities. As more particularly described in this Article 3, the obligations to service, maintain, repair and replace Infrastructure and Ancillary Infrastructure within the Olmsted Drive Access and Utility Easement Area, the McLean Drive Access and Utility Easement Area, and the Zone 1B Access and Utility Easement Area have been assigned to the Owner of Zone 3, the Owner of Zone 5, and the Owner of Zone 1B, respectively. Except as expressly provided in this Section 3.1, and notwithstanding any term or provision of this Declaration to the contrary: (i) only the Owner of Zone 3 shall construct, modify, service, maintain, repair and replace Infrastructure and Ancillary Infrastructure within the Olmsted Drive Access and Utility Easement Area, (ii) only the Owner of Zone 5 shall construct, modify, service, maintain, repair and replace Infrastructure and Ancillary Infrastructure within the McLean Drive Access and Utility Easement Area, and (iii) only the Owner of Zone 1B shall construct, modify, service, maintain, repair and replace Infrastructure and Ancillary Infrastructure within the Zone 1B Access and Utility Easement Area. To facilitate the coordination of all work relating to Utility Facilities and Common Driveways in the Olmsted Drive Access and Utility Easement Area, the McLean Drive Access and Utility Easement Area, and the Zone 1B Access and Utility Easement Area, no Owner (other than each of the Owners of Zones 3, 5 and 1B, as aforesaid) shall construct, modify, service, maintain, repair or replace Exclusive Utility Facilities, Infrastructure or Ancillary Infrastructure within such easement areas, except (1) in connection with the exercise of self-help remedies in accordance with the terms of Section 3.6, (2) in accordance with the terms of Section 4.5 with respect to installation of New Infrastructure, or (3) in accordance with the terms of Section 5.1.2 with respect to Exclusive Utility Facilities. The foregoing terms of this Section 3.1 shall not be deemed to modify the terms and provisions of the CCIA.

3.2. Operation and Maintenance of Common Driveways and Emergency Access Driveways.

3.2.1. Olmsted Drive. The Owner of Zone 3 shall maintain, repair, and replace (as necessary) all portions of Olmsted Drive and the Ancillary Infrastructure appurtenant thereto in accordance with the Driveway Maintenance Standard. In connection with such operation, maintenance, repair, and replacement, but not in limitation thereof, the Owner of Zone 3 shall:

- (a) Repair all potholes and cracks, and resurface and restripe Olmsted Drive as necessary.

(b) Remove all debris and refuse from the Driveway and periodically sweep Olmsted Drive.

(c) Promptly clear snow and ice from Olmsted Drive.

(d) Maintain and replace all lighting facilities, bulbs and ballasts situated along Olmsted Drive.

(e) Maintain and replace directional and identification signs located in the Olmsted Drive Access and Utility Easement area along Olmsted Drive.

(f) Maintain and replant (as necessary) landscaping (endeavoring to preserve specimen trees) within fifteen (15) feet of Olmsted Drive, and maintain associated irrigation along Olmsted Drive.

(g) Maintain drainage facilities in Olmsted Drive.

(h) Maintain traffic counting facilities.

3.2.2. McLean Drive. The Owner of Zone 5 shall maintain, repair, and replace (as necessary) all portions of McLean Drive and Ancillary Infrastructure appurtenant thereto in accordance with the Driveway Maintenance Standard. In connection with such operation, maintenance, repair, and replacement, but not in limitation thereof, the Owner of Zone 5 shall:

(a) Repair all potholes and cracks, and resurface and restripe McLean Drive as necessary.

(b) Remove all debris and refuse from McLean Drive and periodically sweep McLean Drive.

(c) Promptly clear snow and ice from McLean Drive.

(d) Maintain and replace all lighting facilities, bulbs and ballasts situated along McLean Drive.

(e) Maintain and replace directional and identification signs located in the McLean Drive Access and Utility Easement area along McLean Drive.

(f) Maintain and replant (as necessary) landscaping (endeavoring to preserve specimen trees) within fifteen (15) feet of McLean Drive, and maintain associated irrigation along McLean Drive.

(g) Maintain drainage facilities in McLean Drive.

3.2.3. Zone 1B Driveway. The Owner of Zone 1B shall maintain, repair, and replace (as necessary) all portions of the Zone 1B Driveway and Ancillary Infrastructure

Area or Zone 3; the Owner of Zone 5 may from time to time issue reasonable rules and regulations with respect to the use of Infrastructure and Ancillary Infrastructure located within the McLean Drive Access and Utility Easement Area; and the Owner of Zone 1B may from time to time issue reasonable rules and regulations with respect to the use of Infrastructure and Ancillary Infrastructure located within the Zone 1B Access and Utility Easement Area. All Owners using Infrastructure or Ancillary Infrastructure within any such Infrastructure Easement Area shall comply, and shall cause their respective Permittees to comply, with any such rules and regulations issued by such respective Owner.

4.3.2. Storm Water Drainage Control. No Owner shall use, or permit its respective Permittees to use, the Drainage System in a manner that (i) either substantially increases the rate of flow, or substantially degrades the quality of storm water, from such Owner's Zone as compared to the rate of flow and quality of storm water from such Owner's Zone that were contemplated in the original design of the Drainage System, or (ii) violates the terms and provisions of the Design and Site Plan Approval applicable to such Owner's Zone. Notwithstanding any term or provision herein to the contrary, the foregoing restriction shall be perpetual. If an Owner modifies its Zone in a manner that results in a material increase in the rate of flow of storm water from such Zone, or a material degradation in the quality of storm water from such Zone, then the Owner of such Zone shall, coincident with such modification, install such storm water controls within its Zone as are reasonably necessary to preserve existing rates and quality from such Zone.

4.3.3. Sewer System Control. In order for the McLean Development Community to comply with sewer connection permits issued by the Massachusetts Department of Environmental Protection and by the Town, no Owner shall discharge, or shall permit its respective Permittees to discharge, sanitary sewer flows into the Sewer System that, when aggregated with all other sanitary sewer flows from such Owner's Zone, exceed the maximum discharge amount allocated to such Owner's Zone. The maximum discharge amounts allocated to the respective Zones are as follows:

<u>Zone</u>	<u>Maximum Discharge</u>
Zone 2	20,460 gallons per day
Zone 3	72,000 gallons per day
Zone 4	11,250 gallons per day
Zone 5	3,750 gallons per day

4.4. Infrastructure Connections. Before making any connections with Infrastructure, an Owner shall obtain the approval of the proposed connection from each Reviewing Owner through the Design Review Process set forth in Article 6. Each

CCIA

1.21. "McLean District" shall have the meaning given to it in the Recitals to this Agreement.

1.22. "McLean Drive Improvements": McLean Drive and the improvements associated therewith, including all gas lines, electric lines, telecommunications lines, drainage facilities, traffic volume monitoring devices, and sewer and water lines to be located in the McLean Drive Access and Utility Easement Area, all as more particularly set forth in the plan entitled "McLean Drive Improvements", prepared by Westcott Site Services, Inc. and dated June 6, 2002, appropriate lighting of McLean Drive, together with appropriate signage for the direction of traffic utilizing McLean Drive, and appropriate landscaping of the McLean Drive Access and Utility Easement Area.

1.23. "McLean Drive Improvements Plans and Specifications": The plans and specifications for the construction and installation of the McLean Drive Improvements, which will be derived from the plan referenced in Section 1.22 and the Zone 1A, Zone 1B and Zone 2 Site Approval.

1.24. "Member" shall have the meaning given to it in Section 4.3.

1.25. "NRC" shall have the meaning given to it in the Recitals to this Agreement.

1.26. "Occurrence" shall have the meaning given to it in Section 4.5.4.

1.27. "Olmsted Drive Improvements": Olmsted Drive and the improvements associated therewith, including all gas lines, electric lines, telecommunications lines, traffic volume monitoring devices, sewer lines and storm water drainage facilities to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area, the Zone 3-C Utility Easement Area, or the Zone 3-D Utility Easement Area, appropriate lighting of Olmsted Drive, appropriate signage for the direction of traffic utilizing Olmsted Drive, and appropriate landscaping of the Olmsted Drive Access and Utility Easement Area and the Zone 3 Access Easement Area, all as more particularly set forth in the plan entitled "ARC Belmont Campus, 115 Mill Street, Belmont, Massachusetts", prepared by Vanasse Hangen Brustlin, Inc. and dated May 22, 2000.

1.28. "Olmsted Drive Improvements Plans and Specifications": The plans and specifications for the construction and installation of the Olmsted Drive Improvements, which will be derived from the plan referenced in Section 1.27, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.

1.29. "Open Space Subdistrict": Certain real property located in the McLean District which is depicted on the Plan and described in Exhibit A-7 attached hereto.

1.30. "Plan" shall have the meaning given to it in the Recitals to this Agreement.

1.31. "Pleasant Street Water Line": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water necessarily or appropriately located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area in order to connect the

CCIA

Line shall be fully operational, prior to the issuance of a certificate of occupancy for any building located in Zone 3 or Zone 4.

2.3. Temporary Construction Easements. McLean hereby reserves to itself for its use, and the use of its contractors and subcontractors, and their respective agents and employees, in common with others entitled to use the same, temporary easements over, across, in, under and through such portions of Zone 1A, Zone 1B, Zone 2, Zone 3 and Zone 4 as McLean may reasonably deem necessary or appropriate in connection with the construction and installation of the Water Loop, the Concord Avenue Water Line or the Pleasant Street Water Line, for purposes of construction and installation of the Water Loop, the Concord Avenue Water Line or the Pleasant Street Water Line and such other purposes as may be reasonably related to such construction and installation; provided, however, that such temporary easements shall be limited to the minimum area reasonably required in order to complete such construction and installation and that any such construction and installation shall be undertaken in the most expeditious manner reasonably practicable to minimize interference with each Owner's use and enjoyment of, and damage to, its Zone; provided, further, that such temporary easements shall terminate on the issuance of a certificate of occupancy for the last of Zone 1A, Zone 1B, Zone 2, Zone 3, and Zone 4 to obtain a certificate of occupancy.

ARTICLE 3

CONSTRUCTION AND INSTALLATION OF DRIVEWAYS

3.1. Olmsted Drive Improvements.

3.1.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the Olmsted Drive Improvements, other than the gas lines that are a part of the Olmsted Drive Improvements. McLean shall construct and install the Olmsted Drive Improvements (other than the gas lines that are a part of the Olmsted Drive Improvements) in accordance with the Olmsted Drive Improvements Plans and Specifications, and all relevant provisions or conditions of the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval. McLean shall be responsible for coordinating with the Gas Company with respect to construction and installation of the gas lines that are a part of the Olmsted Drive Improvements, and McLean shall be responsible for performing such work as the Gas Company may reasonably require in connection with the construction and installation of such gas lines, including without limitation trenching and backfilling the areas in which such gas lines are located.

3.1.2. Timing of Construction and Installation. Construction and installation of the Olmsted Drive Improvements shall be completed in accordance with the Basic Driveway Standard, and in accordance with all applicable Design and Site Plan Approvals, prior to the issuance of a building permit with respect to any portion of Zone 3 or Zone 4. Construction and installation of the Olmsted Drive Improvements shall be completed to the Completed Driveway Standard, and in accordance with all applicable Design and Site Plan Approvals (and as-built

CCIA

plans therefor shall be provided to the Owner of Zone 3, the Owner of Zone 4 and the Town), prior to the issuance of a certificate of occupancy for any building located in Zone 3 or Zone 4.

3.1.3. Temporary Construction Easements. McLean hereby reserves to itself for its use, and the use of its contractors and subcontractors, and their respective agents and employees, in common with others entitled to use the same, temporary easements over, across, in, under and through such portions of Zone 3 and Zone 4 as may be necessary or appropriate in connection with the construction and installation of the Olmsted Drive Improvements for purposes of construction and installation of the Olmsted Drive Improvements and such other purposes as may be reasonably related to such construction and installation; provided, however, that such temporary easements shall be limited to the minimum area reasonably required in order to complete such construction and installation and that any such construction and installation shall be undertaken in the most expeditious manner reasonably practicable to minimize interference with each Owner's use and enjoyment of, and damage to, its Zone; provided, further, that such temporary easements shall terminate on the issuance of a certificate of occupancy for the last of Zone 3 and Zone 4 to obtain a certificate of occupancy.

3.2. McLean Drive Improvements.

3.2.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the McLean Drive Improvements, other than the gas lines that are a part of the McLean Drive Improvements. McLean shall construct and install the McLean Drive Improvements (other than the gas lines that are a part of the McLean Drive Improvements) in accordance with the McLean Drive Improvements Plans and Specifications, and all relevant provisions or conditions of the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval. McLean shall be responsible for coordinating with the Gas Company with respect to construction and installation of the gas lines that are a part of the McLean Drive Improvements, and McLean shall be responsible for performing such work as the Gas Company may reasonably require in connection with the construction and installation of such gas lines, including without limitation trenching and backfilling the areas in which such gas lines are located.

3.2.2. Timing of Construction and Installation. Construction and installation of the McLean Drive Improvements shall be substantially completed (and as-built plans therefor shall be provided to the Owner of Zone 1A, Zone 1B and Zone 2, and to the Town) prior to the issuance of a certificate of occupancy for any building located in Zone 1A, Zone 1B or Zone 2.

ARTICLE 4
CONSTRUCTION COORDINATION COMMITTEE

4.1 Formation of Committee; Purposes of Committee. There is hereby formed by the Members (as hereinafter defined), a committee (the "Committee") for the purpose of facilitating,

Committee Rules/Roles

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Monday, June 21, 2021 8:24 AM
To: Stephen Pinkerton
Cc: Hummel, Robert; Select Board Mailbox
Subject: Emailing: McLean Zone 3 and Woodlands II Accessibility Memo Final.pdf
Attachments: McLean Zone 3 and Woodlands II Accessibility Memo Final.pdf

Steven,

Following up on my correspondence to the Board from July 27, 2020 regarding Accessibility to and from the proposed Development I have hired an Accessibility Consultant - AKF to conduct a review of the pathways to and from the Proposed Zone 3 Development, I have also asked them to review the existing Woodlands II design as it relates to Accessibility. Certain design elements from Woodlands II appear to be repeated in the proposed design of Zone 3 and several of these themes are challenging for Accessibility. While the design of the new site within Zone 3 is not adequately detailed to conduct a true "peer review" of all issues related to Accessibility, I believe the Developer's intention is to limit his work to within the Zone 3 area itself, and this is my attempt to convince the Planning Board that areas which are outside of Zone 3 are required to be addressed to provide adequate connections to the public way and public transportation. These walks also provide access to the Town's Waverly Woods Complex and access to Town Open Space and Conservation Lands.

In my view most of the work required to satisfy the various codes and regulations referenced within this short report were in-force during the previous design review and the issues were simply overlooked or unaddressed by the Planning Board. Now that Zone 3 is being constructed and the roadway and walkways will see a significant uptick in pedestrian travel and a significant portion of those pedestrians will be members occupying age-restricted Apartments and Townhouses it is important that the Town require the Developer and/or Hospital to design and install the appropriate, compliant Accessible access. These walks also provide access to the Town's Waverly Woods Complex and access to Town Open Space and Conservation Lands.

It seems somewhat unfathomable to me that in a Town like Belmont that an organization as prestigious as McLean Hospital does not have an Accessible Pathway from Waverly Square to the Hospital for its employees, visitors and patients. Now that they will be undoubtedly conveying through Zone 3 on their way to the Hospital isn't this the appropriate time to require the necessary improvements? In my view a sidewalk on the East side of Olmsted Drive should be installed to the intersection of Pleasant Street and the traffic light and pedestrian crosswalk should be installed as anticipated by the initial proposals.

Regards,

Robert Eckert
68 S. Cottage Road

Your message is ready to be sent with the following file or link attachments:

McLean Zone 3 and Woodlands II Accessibility Memo Final.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



External Memorandum

Issue Date: 06/17/2021

To: Robert Eckert
Project Management Resources, LLC
68 South Cottage Road
Belmont, MA 02478

From: Jay Ierardi, PhD, PE
McLean Zone 3,(Proposed) and Woodlands II - Belmont, MA
Site Accessibility Review
AKF Project #210985

ENCLOSED:

Memorandum Telephone Record Meeting Minutes Field Observations

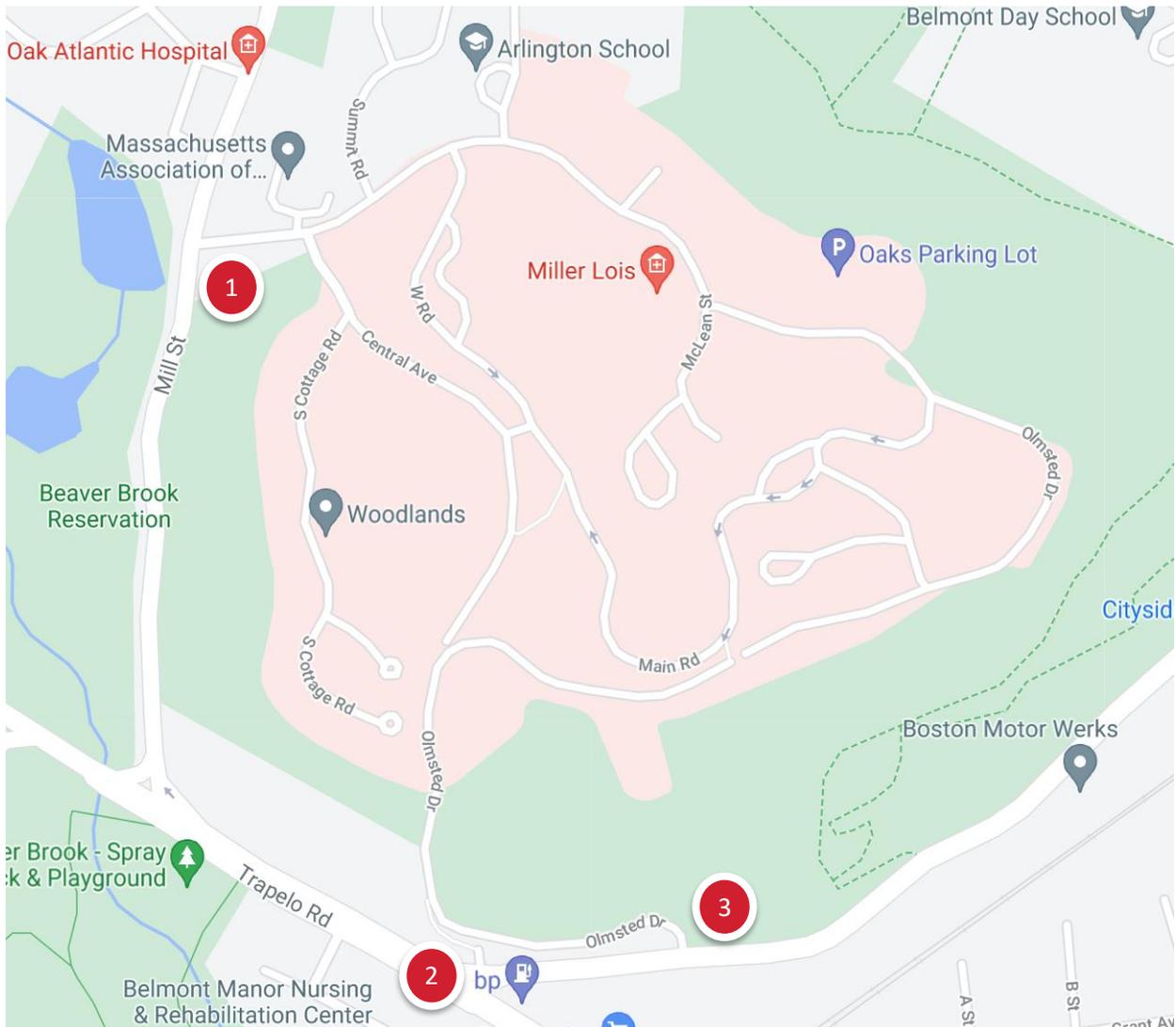
COMMENTS:

Rob:

As per your request, AKF has reviewed the proposed site plan for the McLean Zone 3 and conducted a walkthrough of the site conditions on 6/4/2021 including the existing Woodlands II development with regard to accessible exterior routes. Our accessibility review considered the Massachusetts Architectural Access Board (MAAB) Regulations (521 CMR) and HUD's Fair Housing Act Design Guidelines. At this time we have not reviewed the plans submitted by the Developer for the Zone 3 development itself.

The Woodlands II and McLean Zone 3 developments have 3 primary means of access as illustrated in the following figure. (1) the intersection of Mill Street and McLean Street which provides both vehicular and pedestrian access, (2) the intersection of Pleasant Street and Trapelo Road at the Pleasant Street Lodge which provides pedestrian access only, and (3) the intersection of Pleasant Street and Olmsted Drive which provides vehicular access only.

AKF



The Woodlands II is a residential condominium community completed approximately 8 years ago and the exterior pedestrian pathways on site provide residents with access to public transportation (Waverly Station on the Fitchburg line of the commuter rail) as well as local shopping and restaurants. The Proposed Zone 3 residential condominium community will include portions of age-restricted housing including all of the proposed Townhouse units.

The Massachusetts Architectural Access Board Regulations require an accessible route within the boundary of a site including connections to public streets or sidewalks (521 CMR 20.2). The Fair Housing Act Design Manual has similar language regarding accessible routes within sites and specifically requires accessible routes must be provided from public transportation stops and accessible parking (FHA Design Manual page 1.8). Exterior walkways require a minimum width of 48" excluding curb stones with an unobstructed path of travel of at least 36" clear excluding curb stones (521 CMR 22.2). Ramps are not required if the natural topography exceeds a slope of 1:20 or 5% (521 CMR 22.3.2). Whenever sidewalks, walkways, or curbs on streets and ways are constructed,

AKF

reconstructed, or repaired, curb cuts are required (21.1). Curb cuts are required at each intersection, located within a cross walk, and/or the pedestrian path of travel (21.2.1).

During our site visit, we noted a number of existing non-conforming conditions with regard to accessible exterior path of pedestrian travel to and within the site. These existing non-conforming conditions include;

- Inadequate pedestrian access to the site at the Pleasant Street Lodge due to significant site slope and reliance upon a private drive and a private path both having gates that could impede or prevent access,
- No pedestrian access to the site at the lower portion of Olmsted Drive,
- Lack of a continuous accessible route to and throughout the site due to several portions of Central Ave not having pedestrian paths including the parking area that is located at the upper portion of Central Ave adjacent to Olmsted Drive,
- Missing curb cuts at several locations that prevent pedestrians from having a continuous accessible route,
- Damaged curb cuts at several locations that pose a tripping hazard to pedestrians along the accessible route, and
- Obstructions by a light pole along Central Ave and several driveway configurations at the Woodlands II where parked vehicles reduce or completely block the 36" minimum required clear width along the accessible route.

It is important to note that the residents and visitors of the Proposed Zone 3 development will be relying upon the existing exterior path of pedestrian travel and will be encountering the challenges posed by the existing non-conforming conditions with regard to continuous and unobstructed accessible routes to and within the site. Therefore, the proposed development at McLean Zone 3 provides the opportunity to correct these existing non-conforming conditions and to incorporate accessible design strategies for improved exterior pedestrian circulation paths to and within the site.

Site Visit Observations

Our site visit observations are summarized as follows;

1. Pathway Connection at Pleasant Street Lodge

The primary means of pedestrian access to the intersection of Pleasant Street and Trapelo Road from the site is by means of a connection at the Pleasant Street Lodge location.

AKF



The pedestrian access to the intersection of Pleasant Street and Trapelo Road at the Pleasant Street Lodge has a steep slope over a short distance as it connects near the crosswalk due to site conditions. This access point involves a steep vehicular drive lane and a steep path, both of which are provided with gates that could impede or prevent pedestrian access.

2. Olmsted Drive

Olmsted Drive provides vehicle access only to the site from Pleasant Street.

AKF



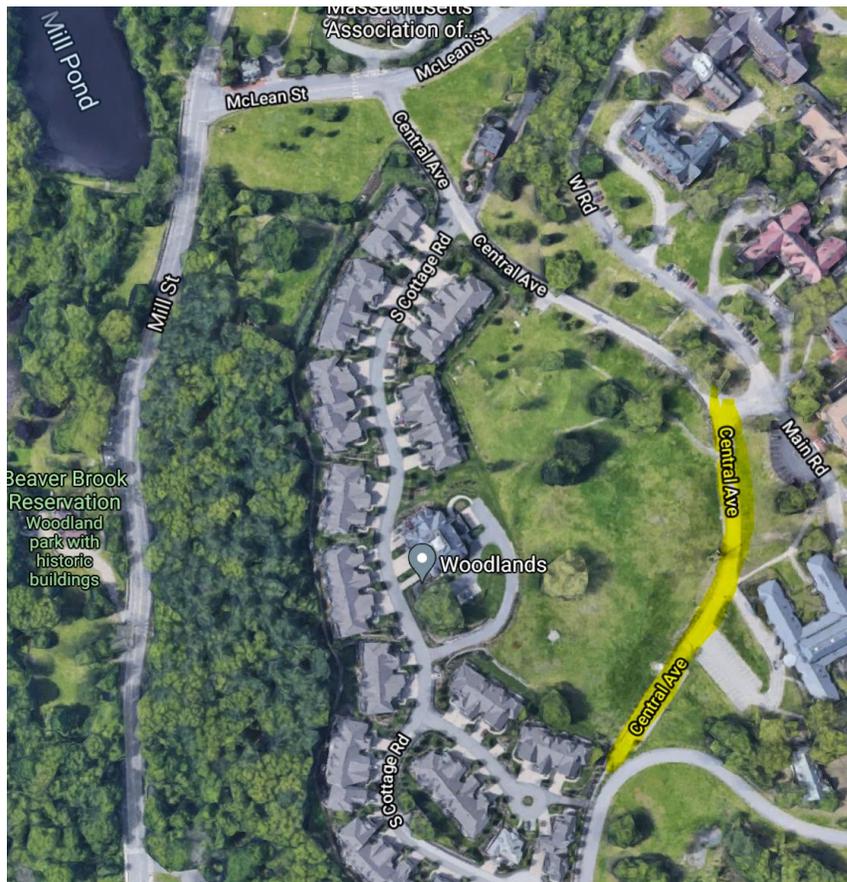
The lower portion of Olmsted Drive is not provided with a sidewalk nor a crosswalk connecting it to Pleasant Street.

Providing an accessible sidewalk and crosswalk connection to Pleasant Street would help improve pedestrian circulation on the site and give residents and visitors an alternative to the current private access at the Pleasant Street Lodge location which is challenged by steep site sloping conditions and the presence of gates that could impede or prevent access.

3. Discontinuities in Accessible Pedestrian Pathways

There is no accessible exterior path connecting Olmsted Drive and the parking lot accessed from Central Ave. A portion of Central Ave is provided with a paved sidewalk, however, it does not provide a continuous accessible route that connects the pedestrian walkway on Olmsted Drive to the parking area and to the pedestrian walkway on Central Ave. The area in question is highlighted in yellow on the following map.

AKF



We observed residents as well as staff, patients, and visitors from McLean Hospital using the vehicular drive for circulation as accessible pedestrian paths are not provided in this location.



Pedestrians using the vehicular path on Central Ave for circulation through the site.

AKF



The sidewalk along Central Ave is discontinuous and does not provide a connection to McLean Street. A compliant crosswalk with curb cut connections to the other side of Central Ave, or the extension of and a crosswalk connection across McLean Street would be needed to ensure a continuous accessible pedestrian path through the site.

These areas of the site should be addressed to ensure a continuous accessible exterior pedestrian path throughout the site.

4. Missing or Damaged Curb Cuts

Missing or damaged curb cuts were observed in several locations throughout the site. The missing curb cuts create a discontinuity in the accessible route for pedestrians. The damaged curb cuts present a tripping hazard for pedestrians. The specific instances we observed are detailed as follows;

AKF



A curb cut is missing from one side where the sidewalk along Olmsted Drive crosses the drive to Waverly Woods. A curb cut is required at this intersection with the pedestrian path of travel by 521 CMR 21.2.1. A marked crosswalk is not provided at this location.



The curb cut at South Cottage Street is not provided with a marked crosswalk.

AKF



The curb cut at the McLean Street crosswalk is in need of repair to maintain the existing accessible route.



Both curb cuts that intersect the McLean Mill Street Lodge Leader drive are in need of repair to maintain the existing accessible route.

AKF



The curb cut at the Mill Street crosswalk is in need of repair to maintain the accessible route.

5. Pathway Obstruction – Light Pole



AKF

A light pole obstructs the sidewalk along Central Ave (which connects South Cottage Road to McLean Street) and reduces the clear width below the 36" minimum dimension exclusive of curb stones required by 521 CMR 22.2.

6. Pathway Obstructions – Residential Parking Configuration



Several driveways in the existing Woodlands II development were observed to result in situations where the parking of full-sized vehicles block the accessible exterior pedestrian path. The proposed development at McLean Zone 3 provides the opportunity to configure the parking for residents and visitors with sufficient space to keep the accessible exterior pedestrian path through the site free from obstruction by parked vehicles.

Conclusion

Therefore, based on the above, it is our professional opinion that the existing non-conforming conditions do not provide a continuous and unobstructed accessible exterior path for pedestrian travel to and within the site as required by the Massachusetts Architectural Access Board Regulations and the Fair Housing Act Design Manual. These existing non-conforming conditions include inadequate access to the site at the Pleasant Street Lodge location, no pedestrian access to the site from the lower portion of Olmsted Drive, lack of a continuous accessible route to and throughout the site due to missing portions of pedestrian paths, missing curb cuts that interrupt the continuity of the accessible route for pedestrians, damaged curb cuts that pose a tripping hazard to pedestrians, a light pole obstructing the 36" minimum clear width along Central Ave, and driveway configurations where resident and visitor vehicle parking blocks the accessible pedestrian route.

The residents and visitors of the Proposed Zone 3 development will be using the same existing non-conforming exterior paths for pedestrian travel and must be corrected in order to provide a continuous and unobstructed accessible path for pedestrian travel to and within the site as required by the Massachusetts Architectural Access Board Regulations and the Fair Housing Act Design Manual.

The Proposed Zone 3 development provides an opportunity to improve the accessibility of the site by correcting these existing non-conforming conditions and incorporating lessons learned from the

AKF

Woodlands II development such reconfiguring the resident and visitor driveways to avoid parked vehicles from blocking the accessible path of pedestrian travel within the site.

I can be reached directly at 617-780-0910 or jjerardi@akfgroup.com should you have any questions or wish to discuss in more detail.



Jay Ierardi, PhD, PE
Partner

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Wednesday, June 23, 2021 10:27 AM
To: Stephen Pinkerton
Cc: Hummel, Robert; Select Board Mailbox
Subject: McLean Zone 3

Stephen,

Thank you for your time and consideration last night, I wanted to follow-up on a few items;

- 1.) You mentioned in the opening of the meeting that you had conveyed a list of 6 compliance items to the Proponent and that there was one additional item you were considering. I would like to understand what those were and obtain a copy of any correspondence related to those items.
- 2.) Previously you had stated that there would be an Agenda/Calendar of specific meeting topics, you had proposed certain topics like safety, traffic, drainage etc. and had asked the board members to propose additional topics to consider. This seems like a good idea, and frankly I was caught off-guard last night by how the meeting was limited and not published as such, I had no way to prepare to discuss the specific topic which was selected. Obviously, the Proponent had been informed as he had a prepared presentation etc. I know you have the job of moving this issue forward and need to manage the process, however it is somewhat unfair to the residents and other interested parties if we don't have the benefit of knowing the format and schedule for topics which are going to be discussed.
- 3.) When the dimensioned plans for the Townhouse units are prepared I would like to see them posted in advance of the meeting so they can be accessed and reviewed. Having the proponent tell us verbally what the dimensions and areas are, is strictly "face-time", the work should be reviewed and not have to be considered at face value. In the entire lengthy conversation last night regarding the Gross vs. Livable area, not once did the Proponent state that the new calculations for Gross were based on the outside building dimensions as required by the By-Law. Similarly there was no real evaluation of a Basement vs. Cellar as you had previously discussed and asked to be evaluated. The proponent's discussion that he would construct a basement with a perimeter crawl-space, is ridiculous and I'm not sure as described it would meet code, in any event proposed alternate plans demonstrating options would have been appropriate.
- 4.) I want to thank you for asserting your right to have certain peer-reviewers on-boarded, it is evident from Woodlands II and the current proposal that items related to dimensions, methods of measurements, the Zoning By-Law etc. have not been reviewed diligently and the proponent effectively admitted that he had not followed the process correctly at Woodlands I and Woodlands II. I think as you stated it is in everyone's best interest that the process for Zone 3 be done in compliance with the recently approved By-Law. This may be difficult at times due to the actual language but I think it's helpful you are making a best effort of balancing these issues.
- 5.) Based on last night's meeting I would like to recommend that the Board require a peer review of the project by an Accessibility Consultant, while I agree with the Architect's assertion that "for sale" product does not fall under MA CMR 521, there are other Accessibility compliance issues such as MA Fair Housing, HUD's Fair Housing Act, ADAG etc. although these requirement will not likely effect the interior construction of the Townhouse Units, they will impact the access to Units, the Chapel and the Apartment Buildings, it will be in the Town's best interest and will help the Building Inspector immensely if the initial as well as the Construction Documents are reviewed for compliance in advance of issuance of any Building Permits.

I will try to send you my notes on the Proponents submitted materials as soon as possible since we don't really have a schedule for the various topics. I do think your addressing overall issues like the areas, and infrastructure early in the process is helpful. I know most of the residents of Woodlands II that I heard from voice three primary concerns;

- 1) With each new plan submitted, the traffic to Zone 3 becomes more and more concentrated further up Olmsted Drive, yesterday I reviewed May 22, 2000 Approved Plans and the subsequent January 12, 2001 plans. For each of these plans a significant amount of the parking (and therefore traffic) was accessed by the lower drive, in some cases as much as 60% of the parking was accessible from the lower drive, (the development contained an effective loop road) which is before Woodlands II. On the Plan submitted by Northland and approved with the Zoning By-Law the access to the Apartment Building parking was split between the Upper Drive and Olmsted Drive, which dramatically increased the traffic flow by Woodlands II. In the currently submitted plan the Proponent has moved all parking access for the now three Apartment Buildings to the uppermost portion of Olmsted Drive, once again increasing traffic passing Woodlands II and effectively further impacting the units directly on Olmsted Drive in both Woodlands II and the new development. While this plan benefits the Townhouse units by limiting the traffic they see, it has a negative impact on Woodlands II that could be mitigated by traffic revisions or flow restrictions. The plans do not seem to be including stop signs to slow traffic coming down Olmsted Drive and we are already seeing speeding vehicles ascending the roadway.
- 2) The second theme of concern which Board member Mr. Matt Lowrie brought up, is the appearance, size and mass of the units, in particular building's 7 & 8 seem to loom large and close to Olmsted Drive, the portion of landscaped area the Proponent is planning on maintaining at the corner of the Lower Drive is sparse scrub and will not provide much visual screening. Reviewing a numeric example of Building 7, the adjacent Olmsted Drive grades are roughly at elevations 155 to 160 adjacent to the building, the elevation of the top of the roof structure of building 7 based on detail 11 on sheet A5.01 is 212.5 feet. This is a 57 foot elevation change (approximately 6-stories above grade). If you were standing on Olmsted Drive looking at the rear of Building 7 approximately 30-40 feet away, the top of the roof would be about 50 feet above your eye level. On the opposite side of Olmsted Drive the adjacent unit in Woodlands II roof is approximately 25 feet above eye-level. It seems like the smaller structures like buildings 3 through 6 would be more appropriate for this location and even these should be lower or set-back further from the road to fit in with the scale of the neighborhood when traveling up Olmsted Drive.
- 3) The third item that neighbors seem to talk about quite a bit, is really more of a list of faults/problems with design aspects of Woodlands II, while we love living here and the place looks fantastic there are some problems that could/should be corrected, somewhat of a lessons-learned list, some of these are more problematic than others;
 - a. Cars parking in driveways block the sidewalks.
 - b. The garage doors are too narrow, and some garages are too shallow.
 - c. Driveways in many instances don't have depth/width for service vehicles.
 - d. There is no space provided for regularly scheduled Lawn Maintenance Vehicles, which causes the roadway to be obstructed.
 - e. There is inadequate space for snow stockpiling and the cost of removal is becoming prohibitive.
 - f. The design and quality of the sidewalks is difficult for those with walkers and wheelchairs, the sidewalks are too narrow.
 - g. Moving trucks have no alternative but to block the roadway and adjacent neighbor's driveways.
 - h. The walkway to Waverly Square and Star Market are too steep and narrow.

I know this is a long e-mail, and I appreciate your time working through these issues.

Regards,

Rob Eckert
68 S. Cottage Road

Hummel, Robert

From: Stan Rome <stan_rome@yahoo.com>
Sent: Saturday, July 3, 2021 1:00 PM
To: Select Board Mailbox; Steve Pinkerton; Hummel, Robert
Subject: Zone 3

To the Belmont Planning Board Members

My wife Jan and I live at the end of Meadows Lane abutting Olmstead Drive. We have been listening to your deliberations regarding the Northland Residential proposal for McLean Zone 3 and have some significant concerns regarding it. We are unable to attend the July 6th meeting due to traveling thus wanting to bring these to your attention.

First and foremost is the height of the buildings abutting Olmstead Drive right across from our home. Based on the topography and the proposed size, these townhouses will tower over Woodlands 2 and my home by over 25 feet. Their residents will be looking down on my patio while Jan and I will be looking up at a tower. Screening such monstrosity that Northland Residential is proposing can not be reasonably accomplished as you can't plant 80-foot trees. As a long-term resident and taxpayer of Belmont, I urge you to request a revision to this proposal.

In addition, the Northland Residential proposal should include screening to the current residents of Woodlands 2 that are abutting Olmstead Drive to mitigate the impact of Zone 3 and our home values. The initial proposal last year indicated the majority of traffic to the apartment buildings going over the new lower road off Olmstead Drive. The current proposal is sending 100% of the traffic up Olmstead Drive which is not sized for the level of traffic nor safety of its residents. Anytime a fire engine and an ambulance are required in Woodlands 2, the roads are blocked and can barely accommodate them. With the age restrictions of Zone 3, the frequency of such events is likely to be significantly higher. The original proposal of traffic using the lower access road for traffic to the apartment building should be incorporated into the proposal. I urge you to take into consideration the deficiencies noted by the residents of Woodland 2 designed by Northland Residential.

The original proposal for Woodlands 1, 2 and 3 was for a relatively uniform look to create a community environment among its neighbors. The current proposal for Zone 3 is just the opposite, it proposes a

significantly different look thus eliminating the community environment we expected when we purchased our home.

Based on my personal experience with Northland Residential I urge the board to have a high level of scrutiny over the design and their willingness to address deficiencies. This will significantly impact the affordability factor the town of Belmont is seeking with this development.

Kind Regards,

Stan Rome

Hummel, Robert

From: Rodolfo Neirotti <raneirotti@gmail.com>
Sent: Monday, July 5, 2021 11:50 AM
To: 'Stephen Pinkerton'
Cc: Hummel, Robert; Select Board Mailbox
Subject: Concerns on McLean Zone 3 Development

To the Belmont Planning Board Members

My wife Maria and I reside at the end of South Cottage Road in Woodlands 2 and are genuinely concerned about the impact current proposal by Northland Residential will have on our environment.

- The current proposal does not outline preservation for reasonable number of trees to protect the environment in order to comply with federal government direction and incoming regulations.
 - Design should limit tree removal unlike what we have seen to date with backhoe running over everything in its path.
- The current proposal modified previously outlined traffic to the apartment buildings, thus significantly impacting those of us living near it with increased pollution and dangerous encounters with cars.
 - Use of lower access road off Olmstead Drive by apartments residents should be re-instated into the design as previously outlined to Town.
 -
- Use of Olmstead Drive by construction vehicles should be avoided as much as possible to minimize noise and pollution to the current residents of Woodlands 2 and Waverly Woods complex.
 - Proponent should explore use of McLean Drive designed for heavier traffic patterns.
 - Mitigation strategies should be developed and well understood by all.
- Based on the age restricted residences that are included, the proposal should also address safety and access by emergency vehicles. This includes sufficient walks and cross walks to Pleasant Street and Waverly Square.

We look forward to you addressing these concerns.

Kind Regards,

Rodolfo A. Neirotti, M.D., Ph.D., FEACTS
Masters in Public Administration
Harvard Kennedy School
Harvard University
Clinical Professor of Surgery and Pediatrics, Emeritus
Michigan State University
raneirotti@hks06.harvard.edu

Hummel, Robert

From: William Chen <chen.william46@gmail.com>
Sent: Tuesday, July 6, 2021 2:46 PM
To: s.pinkerton@verizon.net
Cc: Hummel, Robert; Select Board Mailbox
Subject: Concerns

To the Belmont Planning Board Members

My name is Bill Chen, and I reside at the end of South Cottage Road with my wife Sandra. We are direct abutters to Olmstead Drive and the McLean Zone 3 proposal by Northland Residential.

When the proposal was brought forward last year to modify the plans for Zone 3, we thought that Mr. Jack Dawley and his team were going to consider the impact on the current residents of Woodlands 2. To date, we are very disappointed in the submitted proposal because:

- The current proposal includes 3 apartment buildings instead of 2 that was previously agreed to. Joining 2 buildings with a covered corridor does not make it a single building. There are many other solutions to the potential height issue that should be considered vs adding a 3rd building; e.g., reducing the size of the apartments, reducing number of apartments, etc. The thought that this proposal will not impact the school population is simply false and needs to be considered.
- The access to the parking garage for the apartments presented to the Town used the lower access road off Olmstead Drive. The current plan reflects all traffic going up Olmstead Drive, thus negatively impacting current Belmont taxpayers living in Woodlands 2 while minimizing traffic to the potential two townhomes on the lower access road.

We don't understand why the Belmont Planning Board wouldn't fully address the issues.

Members should know that the design of Woodlands 2 developed by Northland Residential impacts our living spaces on our side of Olmstead Drive, thus directly affecting our quality of life which needs to be considered.

Having served as a general in the U.S. Army, I have dealt with a variety of situations during my career. Key lesson was to always consider different perspectives and impacts. I hope this board will provide the same level of consideration to the Woodlands 2 residents as they have demonstrated to Northland Residential.

Thank you,

Bill

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, July 13, 2021 12:54 PM
To: Stephen Pinkerton; Hummel, Robert
Cc: Select Board Mailbox; Clancy, Glenn; Andrew Healy; Jack Dawley
Subject: RE: Olmsted Drive
Attachments: Storm Event.pdf

Mr. Pinkerton,

I wanted to follow-up after the event that occurred this past weekend. As you are aware from your own experience it was a wet day, although not a 100-year design storm, a fair amount of rain came down in a fairly compressed time-frame as described accurately by Mr. Dawley.

I am attaching a plan indicating the location and a few photos as well as the language related to this issue from the REA. While its not the Board's responsibility to delve into maintenance issues between the Hospital and Zone 2, I do think there are a few important items to reflect upon and this event to some extent can highlight those with a real-world example in lieu of a bunch of folks and lawyers standing around talking; to me those items are:

As described by Mr. Dawley the As-Built plans do not appear to be accurate in this location. As you are reviewing the submitted plans I would advise that time be invested to assure that the information and designs you will be relying upon are tied as closely as possible actual built conditions and conditions the infrastructure will actually see in the real world.

Further to this point, It appears that Upham Bowl Improvements anticipated by the language in the REA may have actually been designed and built differently than originally anticipated. If the Olmsted Drive Stormwater System is to take additional flows, it is imperative that all of the contributory loads be considered. Based upon what was submitted by VHB and the inconsistency of the As-Built Drawings it seems appropriate that field investigations and a review of the prior hydraulic calculations should take place prior to engaging a peer reviewer that may only be looking at calculations based on an incorrect model. As we discussed previously I would recommend that a site-walk to look at the drainage and sewer issues be considered.

All these outflows eventually (when peaking) make there way to an outfall on Trapello Road, so any future failure of the system (or short-fall in capacity) simply dumps additional stress on the Town's resources. This is a mixed use development with for sale components, if there is a problem in the future, the Town through the family of documents created with McLean will be protected, however the recourse to the buyers will fall on the individual unit owners (taxpayers) and Apartment Building Owner.

Regards,
Robert Eckert

-----Original Message-----

From: Jack Dawley <jdawley@northlandresidential.com>
Sent: Saturday, July 10, 2021 7:56 AM
To: Robert Eckert <robe@pmrllc1.com>

Cc: Stephen Pinkerton <s.pinkerton@verizon.net>; Select Board Mailbox <selectboard@belmont-ma.gov>; Robert Hummel <rhummel@belmont-ma.gov>; Glenn Clancy <gclancy@belmont-ma.gov>; Andrew Healy <AHEALY5@partners.org>
Subject: Re: Olmsted Drive

Robert,

Thank you for your good comments. Based on the dye test I conducted and the observed rate of flow in the SC Emergency Access Gate manhole, I am not certain that this line was the culprit, but to at least extinguish any ambiguity in the matter, I agree that it would be sound to scope the line between field and the manhole at the SC EMG Gate MH. It won't harm anything anyway, so I'll get it done.

Jack

John C. Dawley
Northland Residential
617-797-6704

> On Jul 9, 2021, at 10:35 PM, Robert Eckert <robe@pmrllc1.com> wrote:

>

> Jack,

>

> Thanks for being so responsive, your comments seem good and provide some mental reassurance. I and I'm sure many of my neighbors appreciate your attention to this.

>

> I did look at the "as-built" plans that are currently posted and the outfall pipe from the adjacent Upham Bowl and it does seem to be coincident with the location described as "spongy". As previously discussed in my correspondence to the Board this pipe as depicted on the plan heads towards Olmsted Drive to a dead-end after the Meadows emergency access drive. I'm wondering if water and debris in this dead-end section is the source and the storm created adequate pressure to fail the pipe?

>

> Maybe your team or DPW could have the pipe pathway filmed? These days this is pretty much standard operating procedure for all storm water lines adjacent to construction sites in Boston and several other jurisdictions.

>

> Thx

>

> Robert Eckert

> (508)934-9556

>

>

>> On Jul 9, 2021, at 10:16 PM, Jack Dawley <jdawley@northlandresidential.com> wrote:

>>

>> Robert et al,

>> Thank you for alerting us all to this situation. I scooted out to the site upon receipt of this email to 'see with my own eyes' the situation - as I did mid day regarding rainfall, flow, system failure(s) flooding etc.. 3.16" of rain between 8am and 1:30pm @ ~ 1"/hr.

>>

>> Just the observed facts here.....:

>>

>> Met onsite with the DPW, Water, Light Department and McLean Hospital Facility Staff.

>>

>> Observed clearly what Robert observed and yes it definitely smelled punky/bog like (water dept term) to sewage like.

>>

>> Can confirm, second that it is odd as there are no known sewage lines in area. Woodlands TH flow out of units to south, no manholes observed along Woodlands/Upham Bowl interface. Hospital flow goes to east, as I understand.

>>

>> Ground area inside of Woodland's fence line adjacent to upper Meadows Road unit was definitely spongy. Source looked to be from yard area adjacent to unit - not Upham Bowl or Olmsted Drive area - and did flow out into Olmsted Drive area as represented by Robert.

>>

>> Gained access to subject unit and it's basement. No issues. Sanitary sewer line runs out to front (vs rear) of unit. Resident represented no blockages or issues. Basement was bone dry.

>>

>> Sewer/Water and Electric Department I personally lifted two manhole covers/lids located in Woodlands unit yard area - one a BMLD manhole (with lots of wires...), quite wet inside but no to little standing water and one marked "Telephone" (which was empty of wires/equipment but quite full of water.)

>>

>> Telephone manhole had conduits coming into it, from south, and exiting to north parallel and adjacent to unit (no wires, pull strings only), destination uncertain. Water had same punky/sewage like odor in opinion of Ron from Water Department and myself.

>>

>> Water level in Tel MH was 3-4" below bottom of exiting conduits.

>>

>> No clear conclusions -

>> Source clearly was from within area adjacent to and within fence line of eastern-most Meadows Lane unit abutting Upham Bowl and Olmsted Drive.

>>

>> No obvious sanitary system failure in proximate unit.

>>

>> Electrical MH appeared intact.

>>

>> Telephone MH and associated conduits - seem to be - IMO - conduit/source of rainwater surge and land area/soil saturation and discharge of witnessed flow(s). Can't say from where or why.

>>

>> Not defining or defending any position here, simply stating what I observed.

>>

>> Have a nice rainless weekend all.

>>

>> Jack Dawley

>>

>> Call if necessary, but only if so.

>>

>>

>> John C. Dawley

>> Northland Residential

>> 617-797-6704

>>

>>>> On Jul 9, 2021, at 5:11 PM, Robert Eckert <robe@pmrllc1.com> wrote:

>>>>

>>>> Stephen & Jack,

>>>>

>>>> Following up on today's storm their appears to be some sort of sewer break on Olmsted Drive. It's odd because it's adjacent to the Upham Bowl where there shouldn't be any sewers based on the as-built plans.

>>>>

>>>> I'm suspicious that the hospital may have some very old combined storm-sewer lines that the storm impacted.

>>>
>>> In any event it going down the walk and street then into the stormwater system and out through the detention system then eventually out to Trapelo Road drains.
>>>
>>> Robert Eckert
>>>

Hummel, Robert

From: Stephen Pinkerton <pinkerton@alum.mit.edu>
Sent: Monday, July 19, 2021 4:22 PM
To: Hummel, Robert; Yogurtian, Ara
Subject: Fwd: Upham Bowl

FYI for the public record.

Stephen Pinkerton
pinkerton@alum.mit.edu
617-484-2732 land
617-818-6018 cell/text

Begin forwarded message:

From: Robert Eckert <robe@pmrllc1.com>
Subject: RE: Upham Bowl
Date: July 19, 2021 at 4:07:57 PM EDT
To: Jack Dawley <jdawley@northlandresidential.com>
Cc: Stephen Pinkerton <s.pinkerton@verizon.net>, Andrew Healy <AHEALY5@PARTNERS.ORG>

Thanks you for your note Jack,

I have discussed the issue with the Condo Board here and hopefully they have adequate information to notify the Hospital regarding what appears to be a failed storm water pipe from the Upham Bowl.

As a related matter I don't accept your assertion that potential problems with design and installation of the Storm Water System adjacent to Upham Bowl and the Chapel areas of the redevelopment of McLean Hospital are " their issue to resolve uniquely", moreover the Planning Board assured the residents that they would consider these matters globally in our meetings in the fall. Based on your documented observations it appears that some portions of the system may not have been fully designed or installed consistently with the As-Built Plans. This could lead to incorrect new designs that have potential to exacerbate the conditions that we are already experiencing. We have submitted the appropriate requests for public information and are hoping to obtain the necessary documents to allow timely review prior to commencing the Civil Review process.

Regards,

Robert Eckert
(508)934-9556

-----Original Message-----

From: Jack Dawley <jdawley@northlandresidential.com>
Sent: Tuesday, July 13, 2021 7:08 PM
To: Robert Eckert <robe@pmrllc1.com>

Cc: Stephen Pinkerton <s.pinkerton@verizon.net>

Subject: Re: Upham Bowl

Rob,

I have appraised McLean of the situation - Friday, again today and will again with this current email. I view this as an issue outside of my application and their issue to resolve uniquely. I suggest that your Board reach out to their McLean contact as well. I do know that that it is being looked into by them, the intimate details of their work I am unfamiliar with.

Jack Dawley

John C. Dawley
Northland Residential
617-797-6704

On Jul 13, 2021, at 6:26 PM, Robert Eckert <robe@pmrllc1.com> wrote:

Jack,

Just informing you that the area that was flowing smelly water potentially from Upham Bowl down the Olmsted Sidewalk and onto the road is flowing again this afternoon. The flow is much less, the smell is greater than the other day.

I'm going to notify the Board and the Management Company.

Thx

<image.jpg>

Rob Eckert

Hummel, Robert

From: cmsmailer@civicplus.com on behalf of Contact form at belmontma <cmsmailer@civicplus.com>
Sent: Tuesday, July 20, 2021 12:10 PM
To: Hummel, Robert
Subject: [belmontma] McLean Zone 3 Hearings Tonight-- UH Sight Lines (Sent by Joseph Newberg, joseph.newberg@outlook.com)
Attachments: p.5_slide_of_view_lines_from_uh_and_16_s_cottage.pdf

Hello rhummel,

Joseph Newberg (joseph.newberg@outlook.com) has sent you a message via your contact form (<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Flinkprotect.cudasvc.com%2Furl%3Fa%3Dhttps%253a%252f%252fwww.belmont-ma.gov%252fuser%252f6131%252fcontact%26c%3DE%2C1%2C0WpHAbu73bA50M6okjqc5jXDOp-DZLZ-L8z7CBKF9nczb400tra16eAv6f8YmeLTatQEWF8o2hpsNrnd2VwbosVI1IQwuJHg42vDTb2LpUMG0A%2C%2C%26typo%3D1&data=04%7C01%7Crhummel%40belmont-ma.gov%7C3b26d8813dff45e0a11f08d94b98cb9d%7Cd4728021c2aa4f8995f11e7b0b9f271e%7C0%7C1%7C637623942026559388%7CUknown%7CTWFpbGZsb3d8eyJWljoimC4wLjAwMDAiLCJljoiv2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C2000&data=0k08m1gPZDI6nbmiZPgXLE4BP%2FouT%2FUnrlp8oVyFYys%3D&reserved=0>) at belmontma.

If you don't want to receive such e-mails, you can change your settings at https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Flinkprotect.cudasvc.com%2Furl%3Fa%3Dhttps%253a%252f%252fwww.belmont-ma.gov%252fuser%252f6131%252fedit.%26c%3DE%2C1%2C0PHUsaaV4KhhtOUxW1kz2AD2AXE6r5abQIaQKQvz23ji4nDAavR2sICbiDPFkLcy-uJhWU0Eq3ibU8P0dDt976PP1Y9HSJn7ZJ0v_kcjJ52WTm7km0UT%26typo%3D1&data=04%7C01%7Crhummel%40belmont-ma.gov%7C3b26d8813dff45e0a11f08d94b98cb9d%7Cd4728021c2aa4f8995f11e7b0b9f271e%7C0%7C1%7C637623942026559388%7CUknown%7CTWFpbGZsb3d8eyJWljoimC4wLjAwMDAiLCJljoiv2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C2000&data=w2P2noH5UinkspnV6hEqPG9LbySgfOqhx%2BK%2Foe9Lfis%3D&reserved=0

Message:

Dear Robert,

This submission is also meant for the Planning Board to view in advance of the continued hearing tonight, July 20, on McLean Zone 3. I would be grateful if you could circulate it to the Board.

A copy of the diagram from p.5 of the July 6 Northland Slides is attached, on which the marked areas discussed below are called to your attention.

Questions and Comments: There seems to be an omission in the landscape protection that is proposed. This appears to leave gap would need to be filled in order to screen the critical curve on Olmstead drive from the 16 townhouses and 5 units at Upham House that line the Upham Bowl. I hope the Planning Board will view situation, and consider the following in crafting a suitable solution:

1. I speak only for myself. I think that overall the proposed development is desirable, well conceived and presented, with a stable developer and much preferable to past proposals for the area. I am focusing on only one easy to solve item that both the Board and the developer may not have considered and attempted to address.

2. I occupy the townhouse at 16 S.Cottage, which abuts the Upham House. My unit, together with at least two of the units in the Upham House, directly view the "gap" area indicated on the attached diagram and marked as "2". This gap area is where Olmstead Drive descends from the Chapel and makes a sharp left curve to continue down the hill towards Pleasant Street. Since no screening for the "gap" appears indicated on plans so far submitted, this leaves sight lines open to the bowl for traffic, headlights, sound and light. This especially affects the three units mentioned. It will also affect the 12 other units on Meadows Lane which are even closer to the gap.

3. Solutions appear that would seem easy and hopefully be practical:

a. McLean might be asked to replace the large tree that was removed several years ago (due to age and condition) from the area in the Bowl labeled "1" on the diagram. It has never been replaced, and the spot has returned to open lawn. There is a white dot shown on the Northland Diagram where the tree was, but there is no tree. Since the Hospital will retain this land in the Bowl, I am not sure if the Planning Board can require such replacement without the Hospital's co-operation. If a tree of sufficient size were replaced there, it would probably do the trick at least for my unit and the UH units, and would seem consistent and desirable with the Historic Preservation objectives of all the parties. Perhaps the developer could obtain the Hospital's consent and cooperation, if asked?

b. Alternatively, or in addition, specific screening for the gap area could and probably should be included in the sight plan, either on the developer side or the Hospital-retained side of the gap area. That would seem easy to do --- hopefully without any adverse impact on the development, and beneficial to all.

c. Protection and Compliance. With any landscaping elements that are considered essential screening, it would be advisable for the Planning Board to consider requiring an escrow, or even better, a permanent endowment, for the maintenance and if necessary replacement, of such critical elements over the years. As points of information, I have observed the following from actual experience in zone 2: It takes about 6 years for healthy plantings to actually approach the intended level of screening; a significant percentage of such plantings will not survive or be severely struggling after three years (which is about how long it takes new plantings to take good hold, or not); controversies arise as to who is responsible for maintenance and replacement, and how quickly issues and needs are addressed; and none of this is helped when the residents of the development do not exist yet and are in effect not represented by anyone in their own right. Based on these observations, I would encourage the Board to consider: (i) an escrow period of a minimum of 6 years, and preferably 10 years; (2) a clear line of responsibility, and power, in the Office of Community Development, to enforce compliance and to use the escrow, with a minimum of fuss, and an ability to release the escrow at end of term only after notice to the affected communities with opportunity to object if problems remain. In addition to or in lieu of an escrow, you might also consider a perpetual endowment for care of the critical screening, perhaps administered in perpetuity by the Office of Community Development or another authority. That would be even more likely to address the future, albeit may be an ask too far.

d. One last observation: The proposed development is closely abutted by an established neighborhood of 62 units, of which at least half will inevitably be intimately affected by the development activity. I would encourage the Board to consider in addressing construction management, the possibility of providing that once construction begins, it proceeds diligently to completion, without starts and stops or gap periods for market conditions, phasing or otherwise. That approach would minimize the duration of the inevitable disruption for all. Hopefully that is something the developer could accommodate, especially since much of the infrastructure is apparently already in the ground.

With many thanks for your consideration, and your continued skillful efforts to advance this desirable project.

Respectfully,

Joe Newberg

16 South Cottage Rd
Belmont, Ma 02478
617-512-1528
joseph.newberg@outlook.com

FROM P.S. of 7/6/21
NORTHLAND SLIDES

Aerial Perspective



Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Thursday, July 29, 2021 5:45 PM
To: Stephen Pinkerton
Cc: Jack Dawley; Yogurtian, Ara; Hummel, Robert; mlowrie@foley.com
Subject: McLean Zone 3 - Enlarged Floor Plans

Mr. Pinkerton,

I'm catching up on reviewing some of the posted updated files/plans on the Planning Board's web site.

There is a file listed: "2021-07-20 Subdistrict A Enlarged Unit Floor Plans with Living Areas GS"

I'm wondering if there is an explanation as to what is intended in the conveyance of these plans? I initially assumed they were the updated from the hearing with Mr. Dawley where he made some modifications to the submitted plans to make some area reductions and agreed to provide dimensioned plans for the Peer Reviewer. Looking at it further and reviewing it with my Architect it does not seem like these plans are for the purpose I assumed, by way of example:

On Sheet A2.01A detail 10 of the lower level (and most of the subsequent sheets) the lower level is not dimensioned at all. Based on the By-Law's definition of Gross Area, this would be calculated from the dimensions of the outside face of the foundation wall. The necessary dimensions are not provided.

On Sheet A2.01A detail 20 of the first floor there are quite a few dimensions given, for the most part these dimensions are interior space dimensions, which if complete would allow for a calculation of the Living Area, however if you look at the provided dimensions it is actually impossible to pull accurate measurements and calculate the areas. On this and many of the subsequent floor plans the location of the kitchen island is dimensioned, I have no idea how this would figure into the calculations of Gross or Living Areas?

The sheets in question are stated to be scaled drawings, however copying and reviewing plans and scaling with a ruler is not an accurate method of calculating areas in 2021. The Peer Reviewer as well as my Architect could work from a CADD, BIM or model to determine the areas, but the information should be provided in what is typically an industry standard format so that the math could be verified by all parties.

Can the Planning Board make the information requested available?

Thank you,

Robert Eckert

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Thursday, July 29, 2021 9:07 AM
To: Stephen Pinkerton
Cc: Yogurtian, Ara; Hummel, Robert
Subject: FW: Olmsted Drive

Stephen,

I'm forwarding a few e-mails regarding the piping overflow issue that occurred adjacent to Olmsted Drive a few weeks back. It appears that understanding and unravelling what exactly the existing conditions are adjacent to and within Olmsted Drive relative to Sewer Piping and Stormwater Outfall from Upham Bowl and the Chapel Area continue as unsolved mysteries.

Parallel to this effort you have no doubt seen that my requests for copies of the actual documents that were required to be filed with the Town and Recorded (As-Built Plans) as well as the original hydraulic calculations I requested have not been uncovered as of yet at Town Hall and my request for information has been extended.

My opinion continues to be that the As-Built Drawings and Prior Stormwater Calculations establish the capacity of the built system and should indicate the amount of additional capacity the system has reserved for the Zone 3 and Zone 4 parcels, and therefore this should be an initial part of the peer review process. Unidentified or unanticipated inflows to the system should be identified and reflected in the calculations to assure the system will function properly during heavy storm events.

I'm suggesting that the review of these components be deferred until the information including confirming the "Built" conditions are completed.

Regards,

Robert Eckert
(508)934-9556

From: Robert Eckert
Sent: Wednesday, July 28, 2021 2:12 PM
To: Dana Isaacson <disaacson@brigsllc.com>
Cc: gouker mark <gouker.mark@gmail.com>; Kater Pendergast (katerpendergast@gmail.com) <katerpendergast@gmail.com>; Rick Semerjian (rsemmerjian1@gmail.com) <rsemmerjian1@gmail.com>; Linda Pike <lapike2@gmail.com>; Jeff Cooper <mpower.jkc@verizon.net>
Subject: Re: Olmsted Drive

Thanks Dana,

It would be helpful to get any kind of written update you can from the Hospital.

In speaking with the Hospital's Foreman his comments were somewhat limited but he effectively said that their "as-built plans" are not that good and there appeared to be a Sewer man hole missing in the general location of where the spill was observed.

Later in the day talking to the two men working for Wayne's Drains, their comment was that the piping is somewhat of a mess and they were having trouble getting the cameras through the various lines and they could not understand the layout of the piping as far as the connections from the Hospital and various structures in Olmsted Drive.

Thanks for the updates!

Rob Eckert

On Jul 28, 2021, at 12:45 PM, Dana Isaacson <disaacson@brigsllc.com> wrote:

All,

As you may know, McLean Hospital has engaged Wayne's Drains to scope the line in question, they were on site earlier this week. Andy Healy said that he would keep me apprised of the updates and recommendations.

Thank you.

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, August 3, 2021 8:55 AM
To: Stephen Pinkerton
Cc: Yogurtian, Ara; Hummel, Robert; Matt Lowrie
Subject: RE: McLean Zone 3 - Enlarged Floor Plans

Stephen,

Just following up on this thread prior to tonight's meeting with a few questions/concerns related to the Townhouse Architecture:

- There have been a lot of different images presented by the Developer that show an ever-evolving amount of screening between the adjacent Townhomes in Zone 2 and the proposed units in Zone 3. The actual submitted plans are the standard the Planning Board should be responding to and I think the proposed screening indicated on the Landscape plans fall well short of what is expected and required, and does not meet the requirements of section 6B.5.4.i as to the extent of screening or timing of the proposed installation which is precedent to Construction.
- I don't believe any headlight or reflection studies (sun studies) have been performed to verify that the traffic from the development and new units with large windows won't cause adverse effects on the existing Zone 2 and 4 buildings and residents as required by 6B.5.1.g.
- In looking at the newly submitted plans dated April 16, 2021 it appears that developer is still generating Gross Square Footage areas based on what appears to be a somewhat "home grown" definition of Gross Square Footage. The Board should require this to be corrected, in the end the Board will need to make a finding, even if the Board were to support a variation from the required amount of Gross Square Footage the Board should not set the precedent where a developer would effectively redefine the actual term in the Zoning language, this could potentially have broad sweeping impacts throughout the Town.
- Looking further at the submitted plans how does the Board actually intend that the Building Inspector and future Townhome Owners manage the limitations on basement completion, is it the intention of the Developer that each Townhouse would carry a deed restriction indicating the limitation of basement completion that would be allowed? This seems like a difficult process for the Building Department to Manage effectively over time.
- I have not seen any data in the submittal package indicating that the developer has performed their obligation relative to section 6A.4 XII and XIII. Although not repeated in the new Section 6.B Section 6B.1.3 seems to require that those requirements remain in effect. Of particular concern while reviewing the Architecture is the potential total bedroom count (including basement rooms and the Zoning definition of a "Bedroom") and a true-up of the Sewer capacity limitation in the REA.

Thank you for your consideration.

Robert Eckert
68 South Cottage Road

From: Stephen Pinkerton <s.pinkerton@verizon.net>
Sent: Thursday, July 29, 2021 7:45 PM

To: Robert Eckert <robe@pmrllc1.com>

Cc: Jack Dawley <jdawley@northlandresidential.com>; Ara Yogurtian <ayogurtian@belmont-ma.gov>; Robert Hummel <rhummel@belmont-ma.gov>; Matt Lowrie <mlowrie@foley.com>

Subject: Re: McLean Zone 3 - Enlarged Floor Plans

Mr. Eckert,

I, too, had expected that fully dimensioned plans would be provided to the Planning Board and posted on the Planning Board website when they were sent to the Peer Reviewer, but have not seen anything yet. I was planning to bring that up at our next public meeting on August 3rd. Thank you for the reminder.

Stephen Pinkerton

Stephen Pinkerton

s.pinkerton@verizon.net

617-484-2732 land

617-818-6018 cell/text

On Jul 29, 2021, at 5:44 PM, Robert Eckert <robe@pmrllc1.com> wrote:

Mr. Pinkerton,

I'm catching up on reviewing some of the posted updated files/plans on the Planning Board's web site.

There is a file listed: "2021-07-20 Subdistrict A Enlarged Unit Floor Plans with Living Areas GS"

I'm wondering if there is an explanation as to what is intended in the conveyance of these plans? I initially assumed they were the updated from the hearing with Mr. Dawley where he made some modifications to the submitted plans to make some area reductions and agreed to provide dimensioned plans for the Peer Reviewer. Looking at it further and reviewing it with my Architect it does not seem like these plans are for the purpose I assumed, by way of example:

On Sheet A2.01A detail 10 of the lower level (and most of the subsequent sheets) the lower level is not dimensioned at all. Based on the By-Law's definition of Gross Area, this would be calculated from the dimensions of the outside face of the foundation wall. The necessary dimensions are not provided.

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The sheets in question are stated to be scaled drawings, however copying and reviewing plans and scaling with a ruler is not an accurate method of calculating areas in 2021. The Peer Reviewer as well as my Architect could work from a CADD, BIM or model to determine the areas, but the information should be provided in what is typically an industry standard format so that the math could be verified by all parties.

Can the Planning Board make the information requested available?

Thank you,

Robert Eckert

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, August 3, 2021 9:51 PM
To: Stephen Pinkerton
Cc: Hummel, Robert; Select Board Mailbox; TownClerk
Subject: McLean Zone 3

Stephen, Select Board, Fire and Police Departments;

Has the Board solicited and received comments back from the Fire and Police Departments on the submitted plans relative to safety and accessibility for emergency response? As it appears the traffic may be reviewed on August 17th these comments should be received and distributed prior to the meeting.

My preliminary concerns related to this include the following;

Units located on Olmsted Drive are designed such that residents have to back out of their driveways with limited line of site and ultimately when the Research Park is constructed Olmsted Drive will receive in excess of 7,000 vehicle trips per day.

There is inadequate turn-around on Olmsted Drive for Emergency response vehicles at its current terminus.

The access drive behind the apartment building should be reviewed, it appears too close to the structure for effective fire fighting and extraction.

The parking garage is a "dead-end" with only one vehicle entry/exit.

There are parking spaces on Olmsted Drive, which does not have adequate width and is prohibited by the REA

The plans do not indicate or include the traffic counting equipment required by the Traffic Monitoring Plan.

The plans do not include the traffic signal at Pleasant Street and with the increased traffic over the past 20 years this should be analyzed for left-turn safety?

Some of the driveways may be too short for service vehicles without blocking traffic including sidewalks, (the dimensions are unclear in some locations).

There are no stop signs indicated at proposed cross-walk locations on Olmsted Drive which have been relocated from the prior Zone 3 approved plans. The line of sight at some of the cross-walks appears too short and many are in areas with a cross pitch in excess of the 2% allowable by MAAB/ADA for the required accessible route.

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Friday, August 6, 2021 12:05 PM
To: Yogurtian, Ara
Cc: Stephen Pinkerton; Hummel, Robert; 1989jke@gmail.com
Subject: McLean Zone 3 - Architectural Peer Review
Attachments: Area Matrix RWENotes.pdf; Enlarged Floor Plans Comments.pdf

Ara,

Good morning, I'm reaching out to follow-up on some questions related to the Peer Review Letter by Davis Square Architects posted on the Planning Board's web site (annotated copy attached). In the opening sentence the Architect Mr. Boehmer references that the letter is reflective of the work he had completed at the time of drafting. Is the Board expecting further information from the Architect?

I anticipate that he is preparing figures and calculations to support his non-subjective statements? As you are no doubt aware we are looking to review the independent peer reviewers calculations of both the Gross Floor Area, as referenced in section 6B.3.1.b and defined in section 1.4 of the By-Law and Living Area as defined in section 6B.3.1b the total area calculation should be extended to verify that the prescribed 144,000 allowable in the section is not exceeded. Similar calculations should be performed for Subdistrict B. Can you confirm that this will be provided?

It seems the information provided to Davis Square to review and compare the size and massing of the units in Zone 3 with those in Zone 2 was limited to the single sample unit comparison previously presented by the Proponent. This is not an independent sampling or review, nor is the sampling size adequate to substantiate the conclusions expressed in the letter. Will the Board be requesting further comparison between Zone 2 and Zone 3 Units?

As conveyed previously the drawings provided to verify the Areas the "slide-deck" with drawings dated April 16, 2021 and the accompanying table do not provide adequate dimensions or calculations to verify the Areas. I am attaching hereto a rough set of verified dimensions and calculations, these were obtained through a combination of calculation of dimensions and scaling of the electronic drawings. While not particularly accurate the method is accurate enough to demonstrate the inconsistency in how the lower level dimensions are being accounted. The package also does not seem to perform the analysis of basements vs. cellars which the Board had previously requested. Will Davis Square Architects be completing calculations based on either dimensioned plans or an electronic model to meet the objectives of the Zoning as outlined in paragraph 2 above?

Respectfully,

Robert Eckert
68 South Cottage Road

The unfinished basement is bigger to make the unit appear to calculate as the same size.

Building No.	Unit No & Type	Unit Plan Drawing Reference	Elevation Average Finish Grade	Elevation Highest Point of Roof	Building Height Feet	Building Height Stories ⁴	Building Footprint ¹ SF	Living Area ³ SF	Gross Floor Area ² SF
1 (Single)	Unit 1 - 3BR Single	A2.10	180.43	214.1	33.67	2	1,958	2,212	3,590
	Building Sub-Total						1,958	2,212	3,590
2 (Single)	Unit 1 - 3BR Single	A2.10	184.05	217.1	33.05	2	1,958	2,212	3,590
	Building Sub-Total						1,958	2,212	3,590
3 (Duplex)	Unit 1 - 3BR End C - Garage Under	A2.09	186.1	221.6	35.50	2	1,418	2,212	3,180
	Unit 2 - 3BR End C - Garage Under	A2.09	188.1	223.6	35.50	2	1,418	2,212	3,180
	Building Sub-Total						2,836	4,424	6,360
4 (Duplex)	Unit 1 - 3BR End C - Garage Under	A2.09	191.1	226.6	35.50	2	1,418	2,212	3,180
	Unit 2 - 3BR End C - Garage Under	A2.09	193.1	228.6	35.50	2	1,418	2,212	3,180
	Building Sub-Total						2,836	4,424	6,360
5 (Duplex)	Unit 1 - 3BR End C - Garage Under	A2.09	196.1	231.6	35.50	2	1,418	2,212	3,180
	Unit 2 - 3BR End C - Garage Under	A2.09	198.1	233.6	35.50	2	1,418	2,212	3,180
	Building Sub-Total						2,836	4,424	6,360
6 (Triplex)	Unit 1 - 3BR End C - Garage Under	A2.09	201.1	236.6	35.50	2	1,418	2,212	3,180
	Unit 2 - 3BR Inline - Garage Under	A2.09	203.1	238.6	35.50	2	1,418	2,212	3,179
	Unit 3 - 3BR End B - Garage Under	A2.09	203.1	238.6	35.50	2	1,418	2,212	3,343
	Building Sub-Total						4,254	6,636	9,702
7 (Quadplex)	Unit 1 - 3BR End A - Front Garage	A2.05	179.15	209.88	30.73	2.5	2,099	2,338	3,595
	Unit 2 - 2BR Inline	A2.02	179.81	211.88	32.07	2.5	2,123	2,309	3,600
	Unit 3 - 2BR Inline - Affordable	A2.01	179.66	211.88	32.22	2.5	2,060	2,256	3,600
	Unit 4 - 3BR End B - Front Garage	A2.07	181.60	215.71	34.11	2	2,099	2,390	3,597
	Building Sub-Total						8,381	9,293	14,392
8 (Quadplex)	Unit 1 - 3BR End B - Front Garage	A2.07	183.03	216.21	33.18	2	2,099	2,390	3,597
	Unit 2 - 2BR Inline	A2.02	182.14	214.38	32.24	2.5	2,123	2,309	3,600
	Unit 3 - 2BR Inline - Affordable	A2.01	181.93	214.38	32.45	2.5	2,060	2,256	3,600
	Unit 4 - 3BR End A - Side Garage	A2.06	182.23	212.88	30.65	2.5	2,266	2,338	3,595
	Building Sub-Total						8,548	9,293	14,392
9 (Quadplex)	Unit 1 - 3BR End A - Side Garage	A2.06	182.30	212.88	30.58	2.5	2,266	2,338	3,595
	Unit 2 - 2BR Inline	A2.02	180.68	212.88	32.20	2.5	2,123	2,309	3,600
	Unit 3 - 2BR Inline - Affordable	A2.01	180.37	212.88	32.51	2.5	2,060	2,256	3,600
	Unit 4 - 3BR End B - Front Garage	A2.07	180.00	212.71	32.71	2	2,099	2,390	3,597
	Building Sub-Total						8,548	9,293	14,392
10 (Triplex)	Unit 1 - 2BR End - Side Garage	A2.04	166.54	195.38	28.84	2.5	2,335	2,363	3,600
	Unit 2 - 2BR Inline	A2.02	169.85	197.38	27.53	2.5	2,123	2,309	3,600
	Unit 3 - 2BR End - Front Garage - SIM	A2.03	171.63	199.38	27.75	2.5	2,166	2,316	3,544
	Building Sub-Total						6,624	6,988	10,744
11 (Duplex)	Unit 1 - 3BR End B - Front Garage	A2.07	172.19	203.71	31.52	2	2,099	2,390	3,596
	Unit 2 - 2BR End - Front Garage	A2.03	170.90	201.88	30.98	2.5	2,164	2,343	3,576
	Building Sub-Total						4,263	4,733	7,172
12 (Duplex)	Unit 1 - 3BR End B - Front Garage	A2.07	175.58	207.71	32.13	2	2,099	2,390	3,599
	Unit 2 - 2BR End - Front Garage - SIM	A2.03	175.42	207.88	32.46	2.5	2,166	2,316	3,545
	Building Sub-Total						4,265	4,706	7,144
13 (Quadplex)	Unit 1 - 3BR End B - Front Garage	A2.07	179.65	212.21	32.56	2	2,099	2,390	3,597
	Unit 2 - 2BR Inline	A2.02	180.57	212.38	31.81	2.5	2,123	2,309	3,600
	Unit 3 - 2BR Inline - Affordable	A2.01	182.32	212.38	30.06	2.5	2,060	2,256	3,600
	Unit 4 - 3BR End A - Side Garage	A2.06	184.32	213.88	29.56	2.5	2,266	2,338	3,595
	Building Sub-Total						8,548	9,293	14,392
14 (Quadplex)	Unit 1 - 3BR End A - Side Garage	A2.06	184.02	213.88	29.86	2.5	2,266	2,338	3,595
	Unit 2 - 2BR Inline	A2.02	180.85	212.38	31.53	2.5	2,123	2,309	3,600
	Unit 3 - 2BR Inline - Affordable	A2.01	179.63	212.38	32.75	2.5	2,060	2,256	3,600
	Unit 4 - 3BR End B - Side Garage	A2.08	179.74	212.21	32.47	2	2,266	2,390	3,597
	Building Sub-Total						8,715	9,293	14,392
Chapel	Unit 1 - 3BR End - Detached Garage	A1.10	205.63	239.88	34.25	2	1,183	2,219	2,871
	Unit 2 - 1BR End - Affordable	A1.10	205.63	239.88	34.25	1	2,448	866	1,180
	Building Sub-Total						3,631	3,085	4,051
Project Total								90,309	137,033

3,798

3,798

4,130

4,130 TYP

4,025 TYP AF

4,182

4,182

4,135

4,135

4,182

4,248

4,213

4,182?

4,213

4,182

4,182

4,135

NOTES:

- Building Footprint:** is measured to the exterior face of exterior walls, exclusive of outdoor patios.
- Gross Floor Area:** *Gross Floor Area* is inclusive of all areas of the unit except garages, unfinished attic areas, exterior porch or deck areas, and portions of the basement that are non-habitable, unconditioned and unfinished. Refer to the floor plans for the extent of the non-habitable basement areas. *Gross Floor Area* is measured to the outside face of exterior walls.
- Living Area:** *Living Area* is inclusive of all areas of the unit except any basement areas, garages, unfinished attic areas, and exterior porch or deck areas. *Living Area* is measured to the inside face of exterior walls.
- Building Height:** *Building Height* is measured from the average finished grade adjoining the building at all exterior walls to the highest point of the roof. Each townhouse dwelling unit is considered a separate building for the purpose of determining Height. Per the per the McLean District Zone 3 Overlay District Zoning, Subsection 6B.3.1.C, the maximum permitted height is 36 feet.
- Story** - That portion of a building, other than a cellar, included between the upper surface of a floor and upper surface of the floor or roof next

Consultant:

Revision:

1 07-20-2021

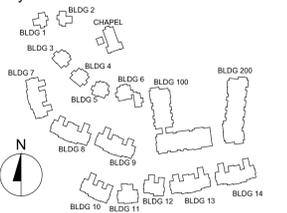
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR
 Inline Affordable
 Unit Plan
 Living Area**

Project Number:

20073

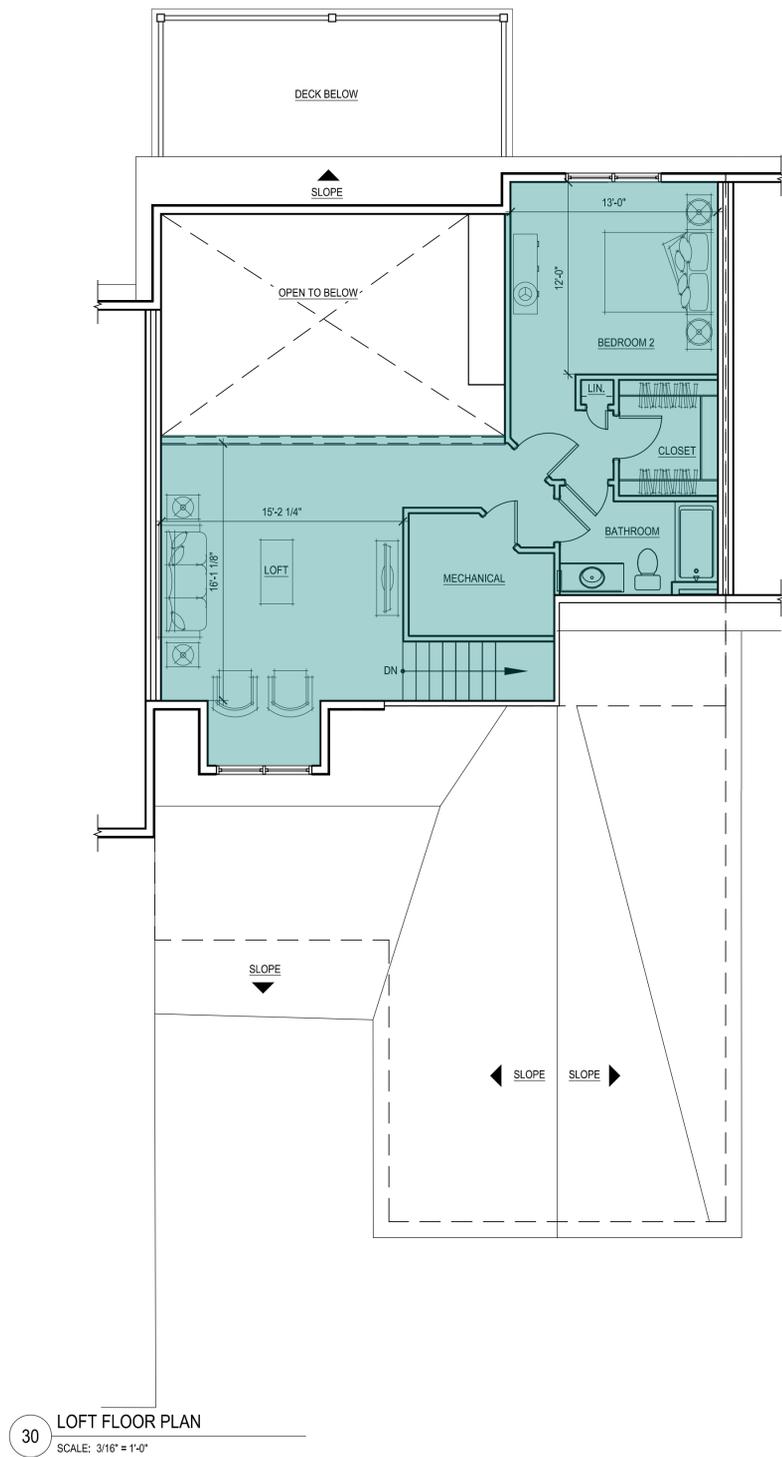
Issue Date:

April 16, 2021

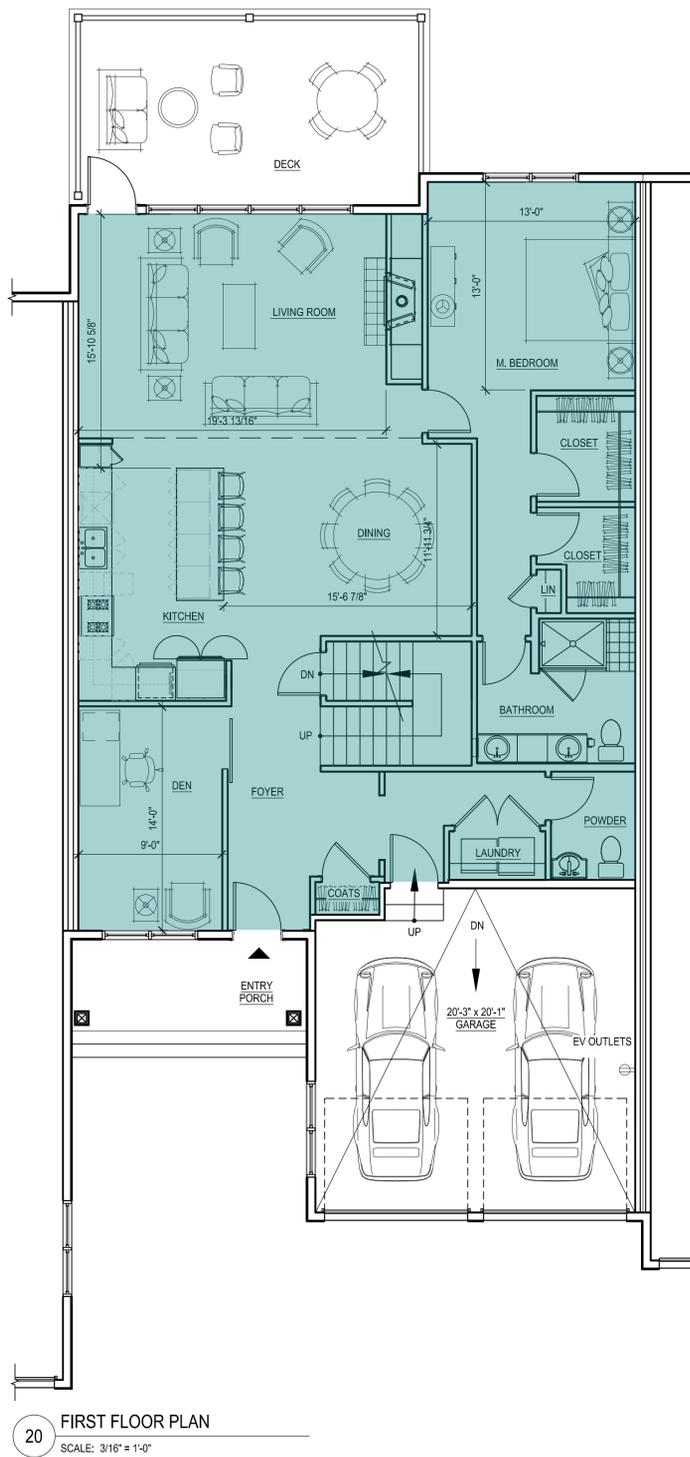
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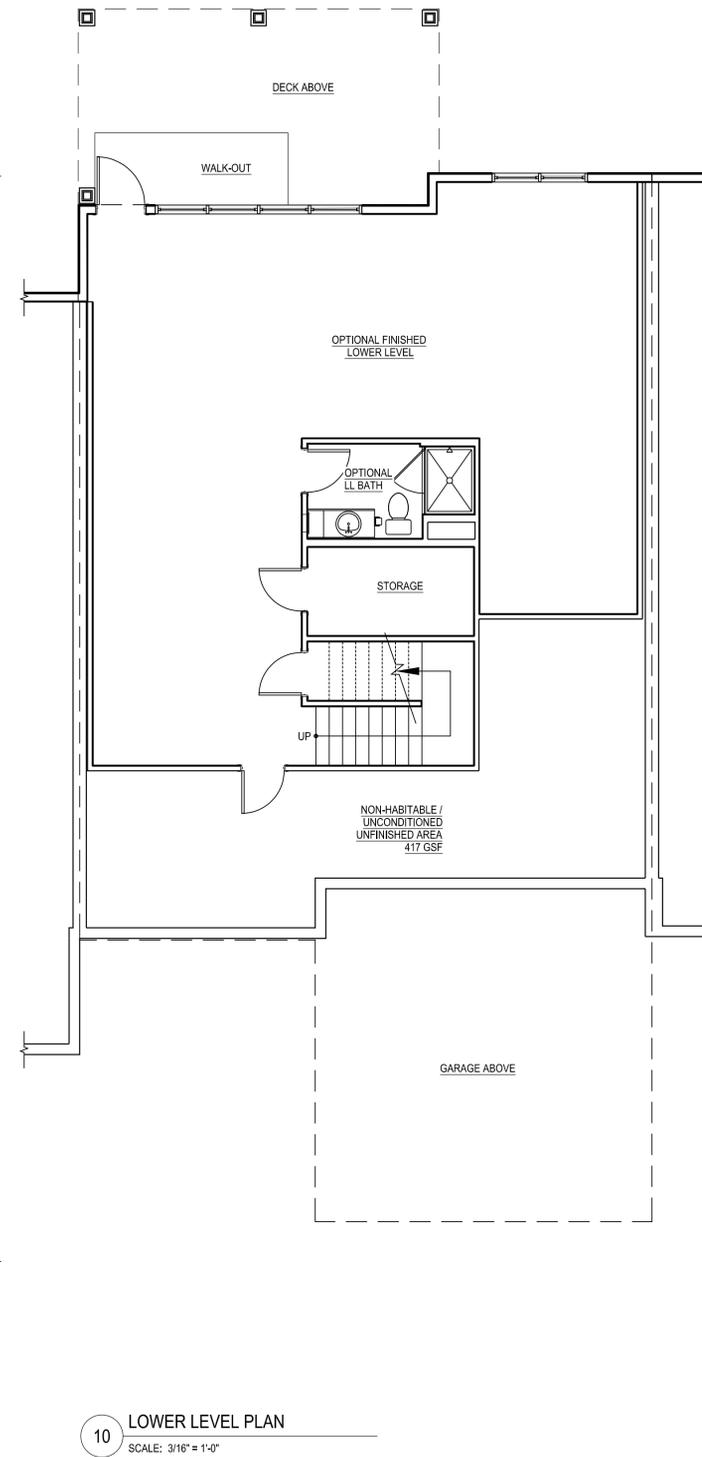
2BR
 INLINE - AFF.
 2,256 SF LIVING AREA
 3,600 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 2BR Inline Affordable	
Floor	Sq Footage
1st	1,539
2nd	717
Total	2,256

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
- LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

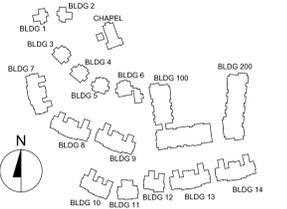
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR
 Inline Affordable
 Unit Plan
 Gross Floor Area**

Project Number:

20073

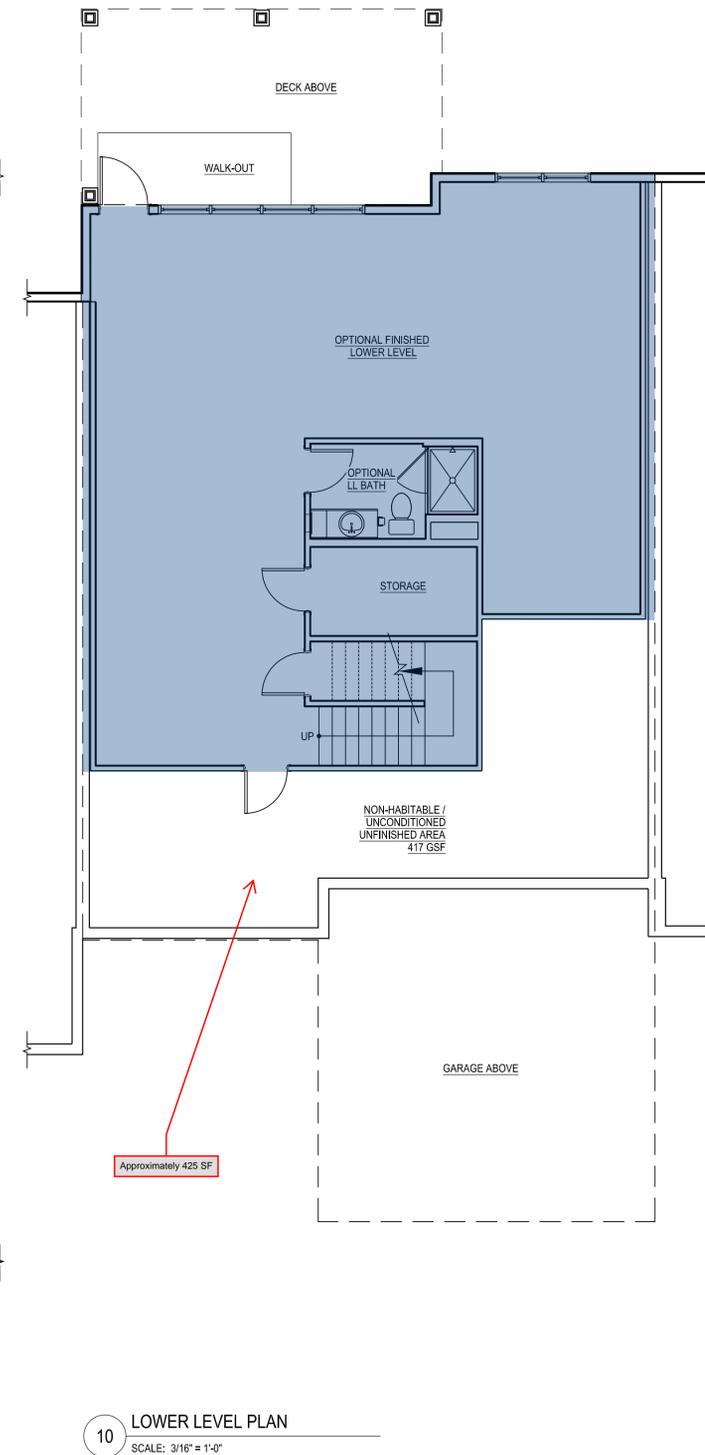
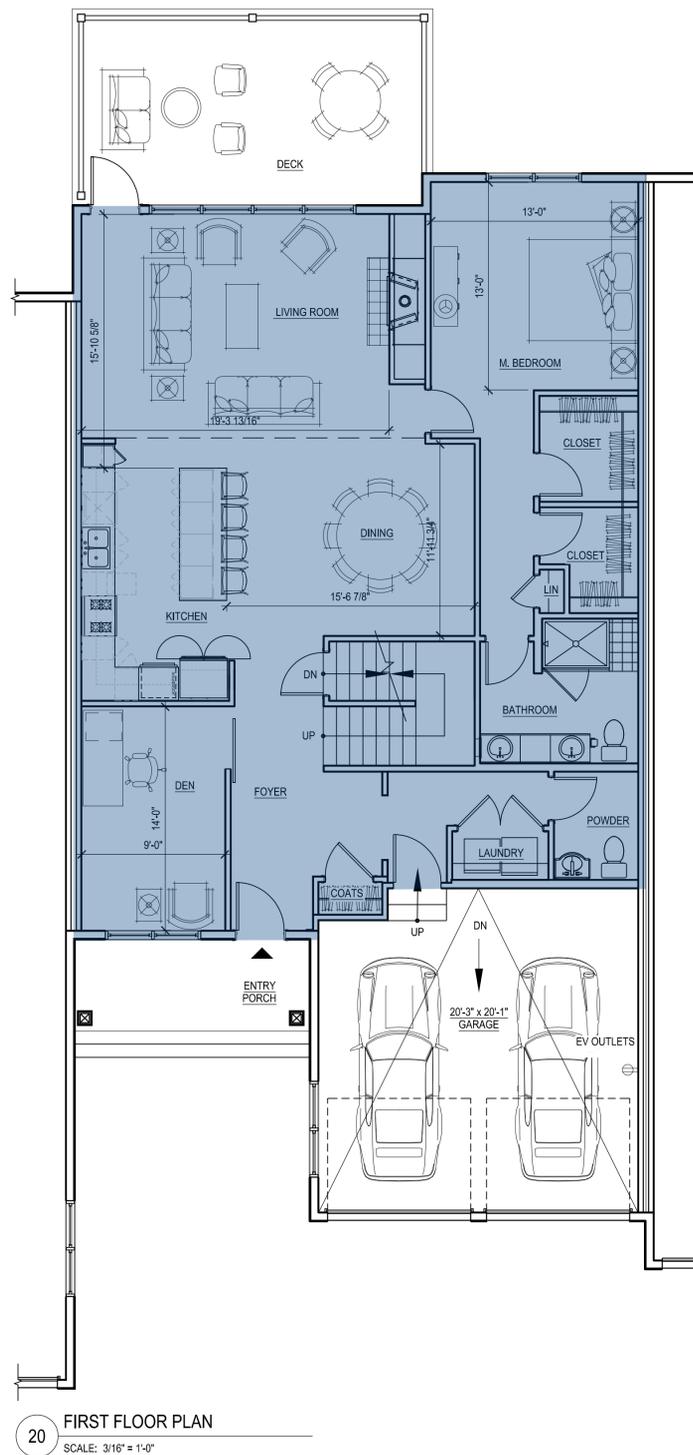
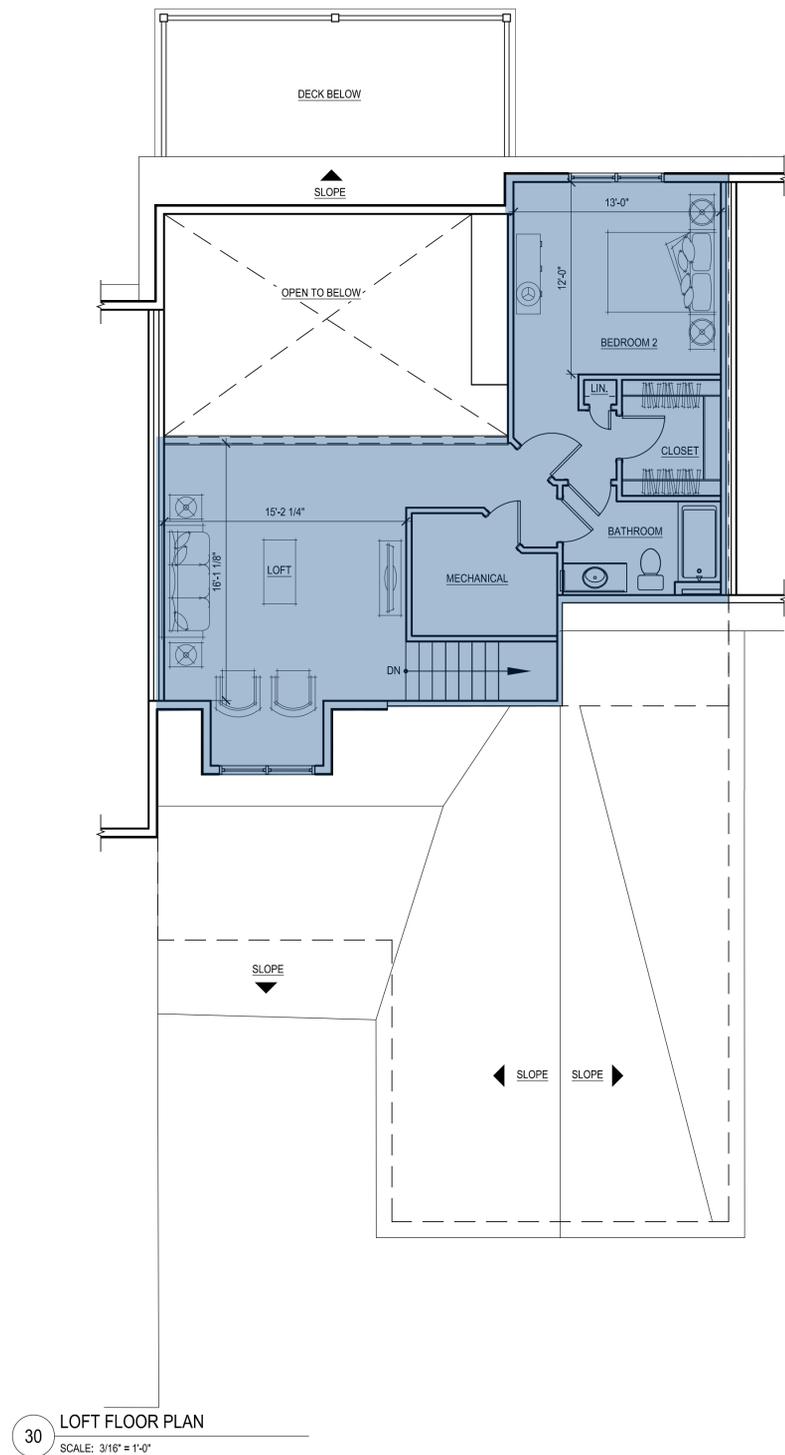
Issue Date:

April 16, 2021

Sheet Number:

A2.01B

2BR
 INLINE - AFF.
 2,250 SF LIVING AREA
 3,600 GSF



1,627 SF

4,025 SF

GSF - 2BR Inline Affordable	
Floor	Sq Footage
Lower Level	1,202
1st	1,627
2nd	769
Total	3,600

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

Revision:

1 07-20-2021

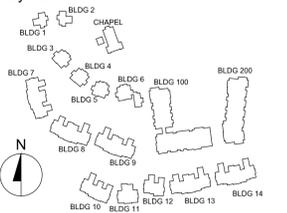
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR
 Inline
 Unit Plan
 Living Area**

Project Number:

20073

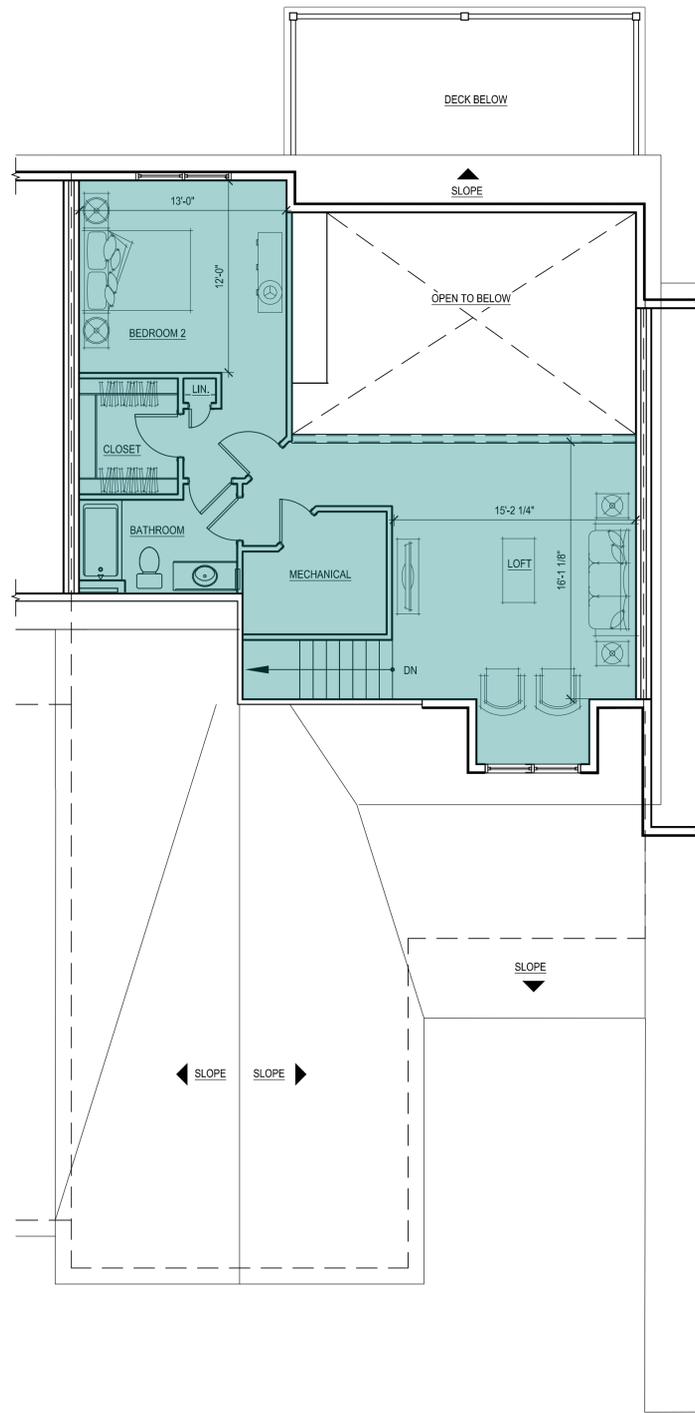
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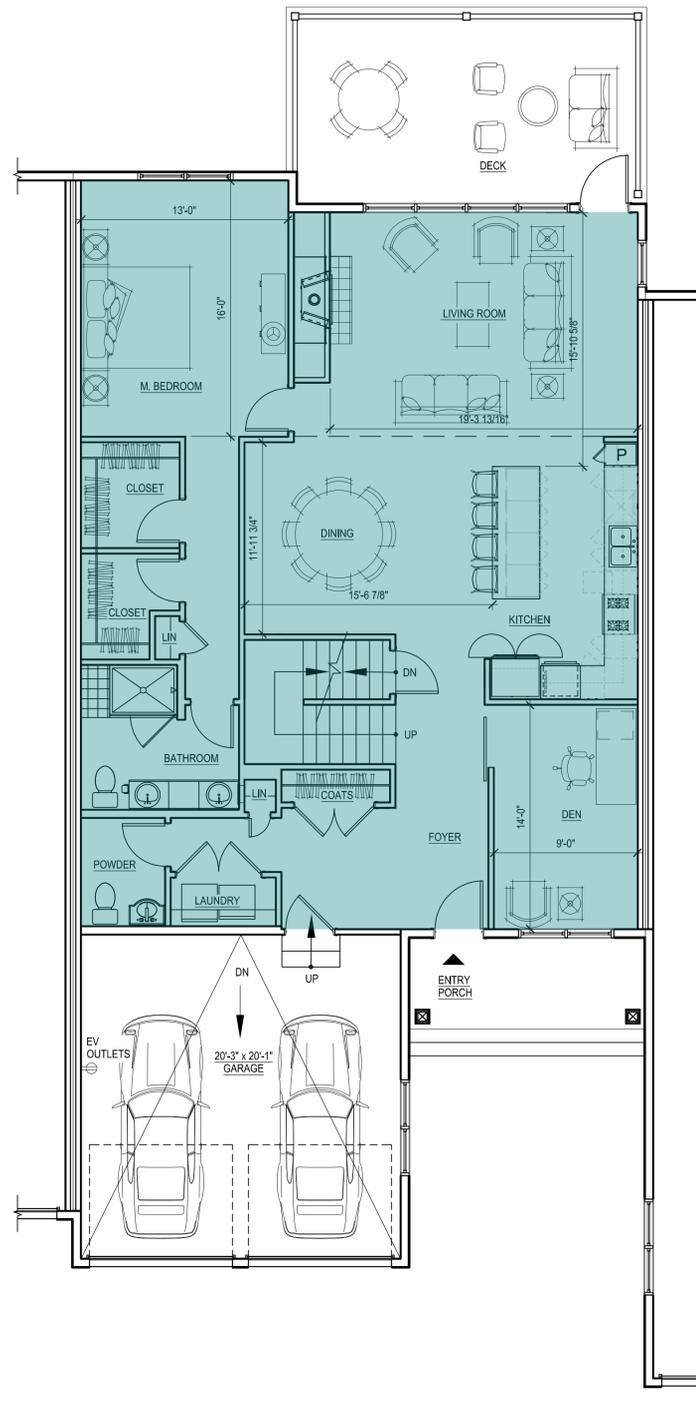
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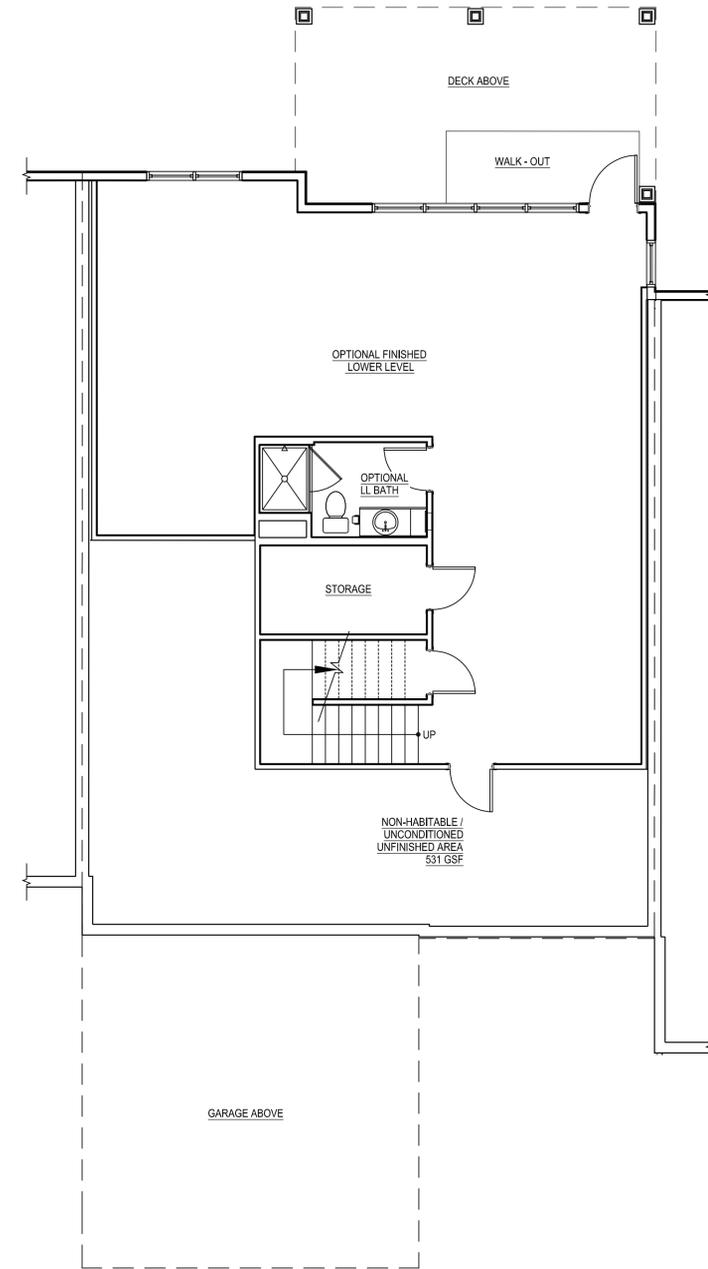
**2BR
 INLINE**
 2,309 SF LIVING AREA
 3,600 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 2BR Inline	
Floor	Sq Footage
1st	1,592
2nd	717
Total	2,309

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

Revision:

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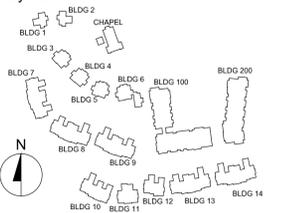
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR
 Inline
 Unit Plan
 Gross Floor Area**

Project Number:

20073

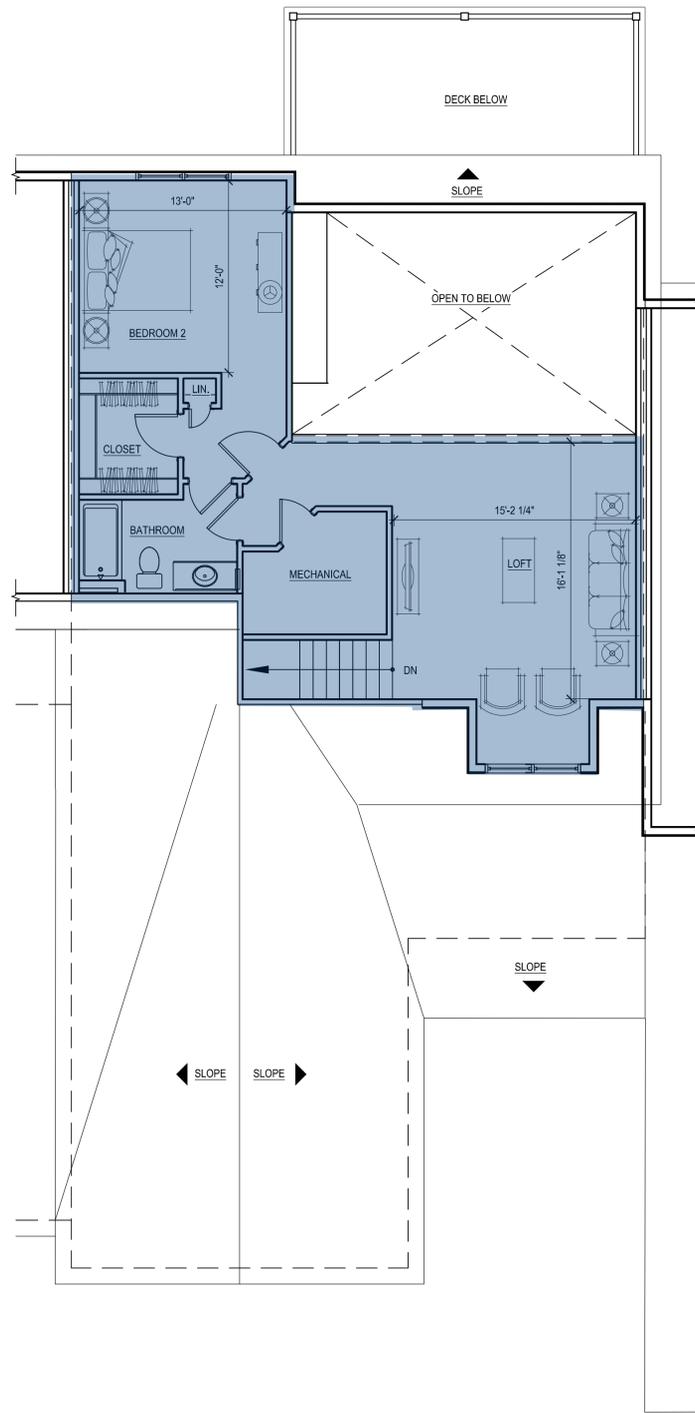
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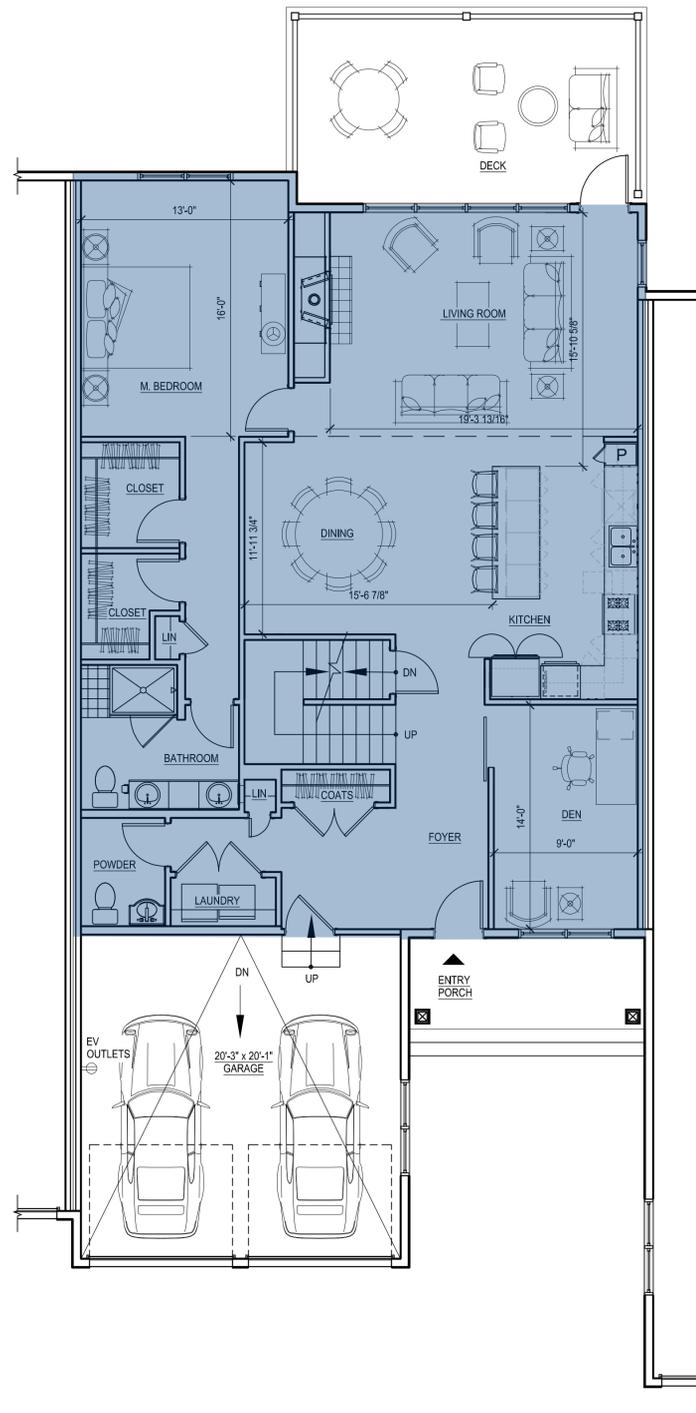
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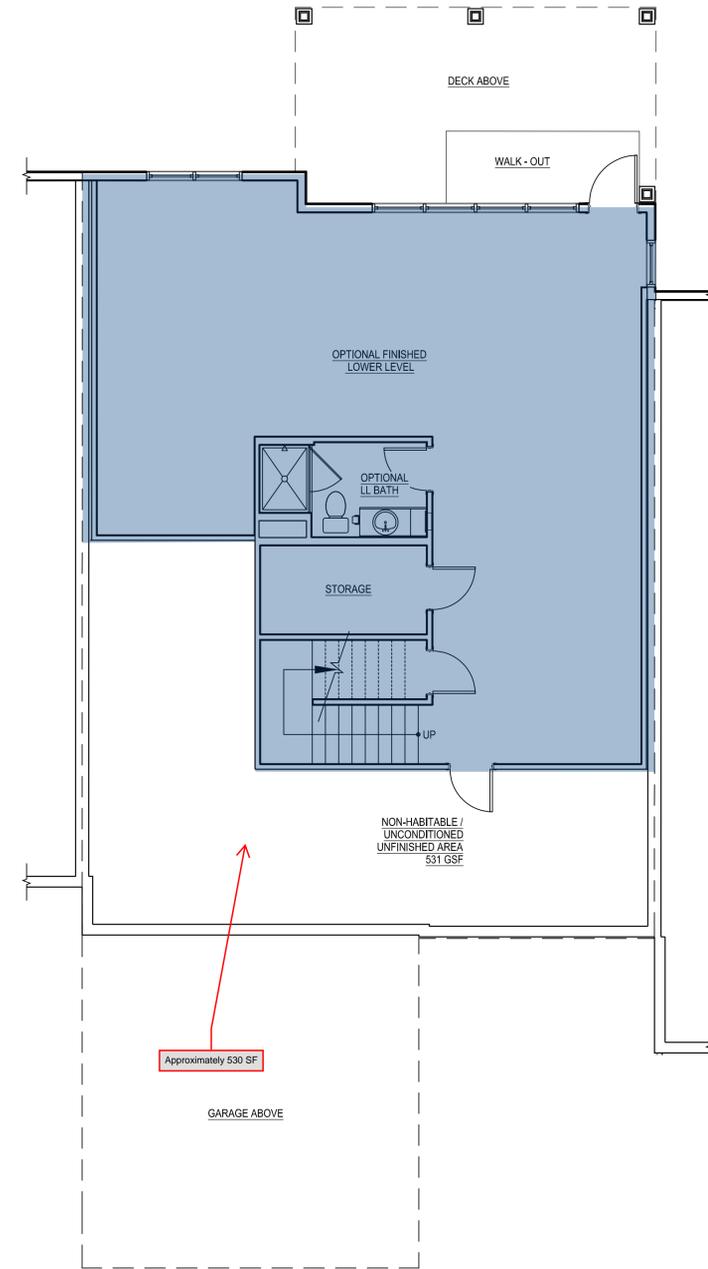
2BR
 INLINE
 2,309 SF LIVING AREA
 3,600 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

1,679 SF

4,130 SF

GFA - 2BR Inline	
Floor	Sq Footage
Lower Level	1,149
1st	1,682
2nd	769
Total	3,600

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
- LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

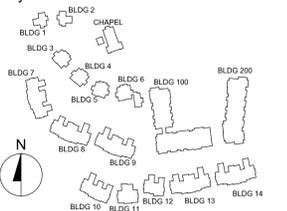
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR End
 Front Entry Garage
 Unit Plans
 Living Area**

Project Number:

20073

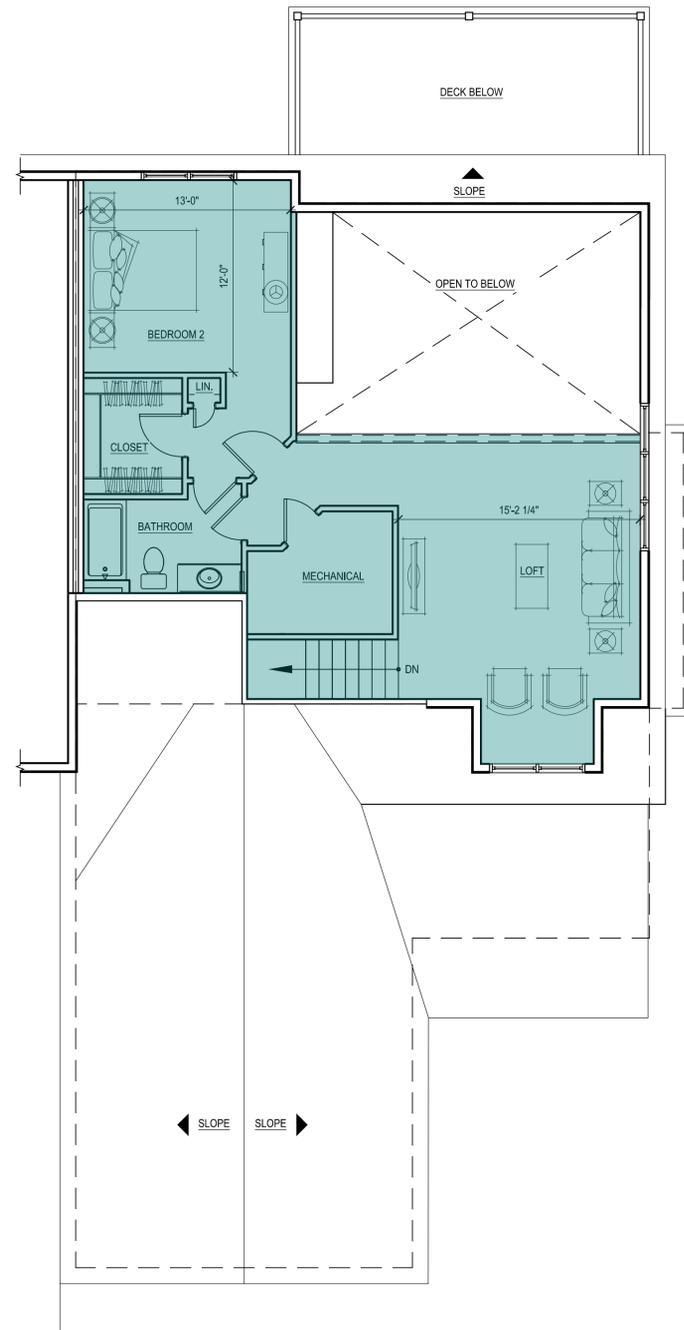
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April 16, 2021

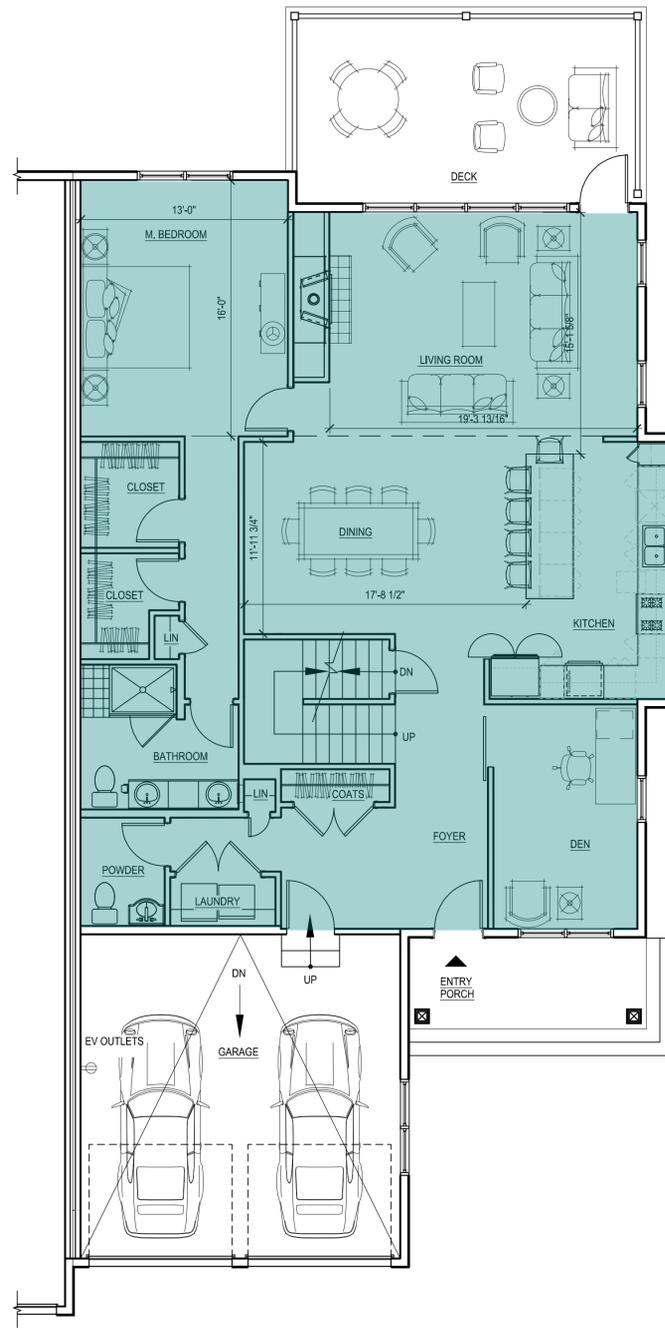
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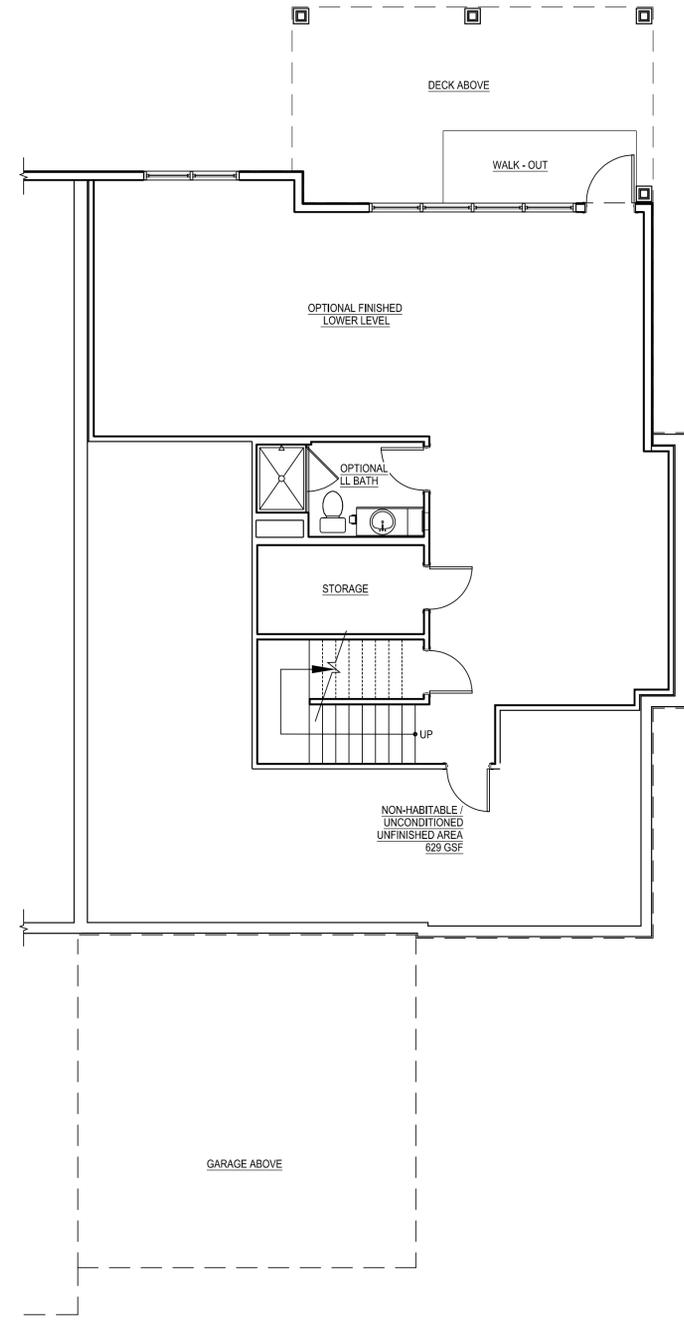
2BR END
 FRONT GARAGE
 2,343 SF LIVING AREA
 3,576 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 2BR End - Front Garage	
Floor	Sq Footage
1st	1,626
2nd	717
Total	2,343

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
- LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

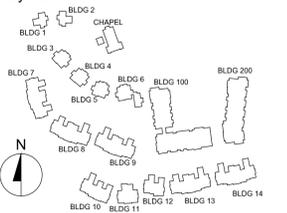
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Belmont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR End
 Front Entry Garage
 Unit Plans
 Gross Floor Area**

Project Number:

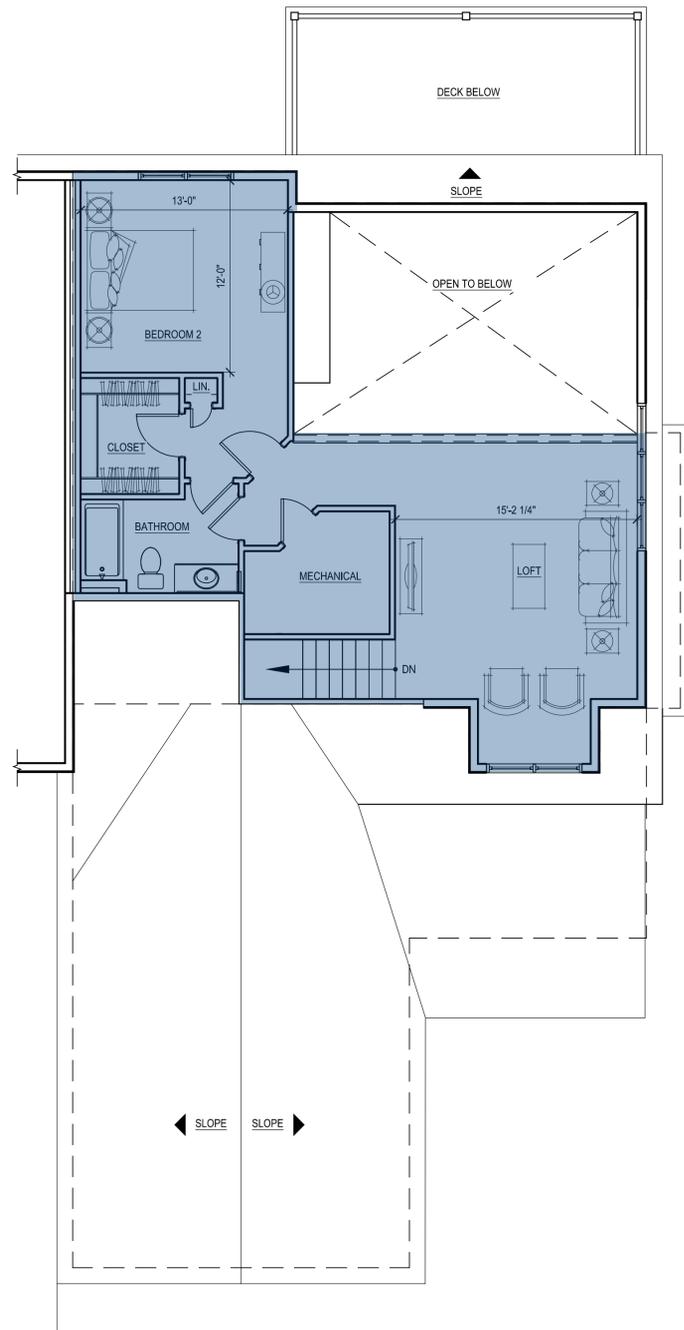
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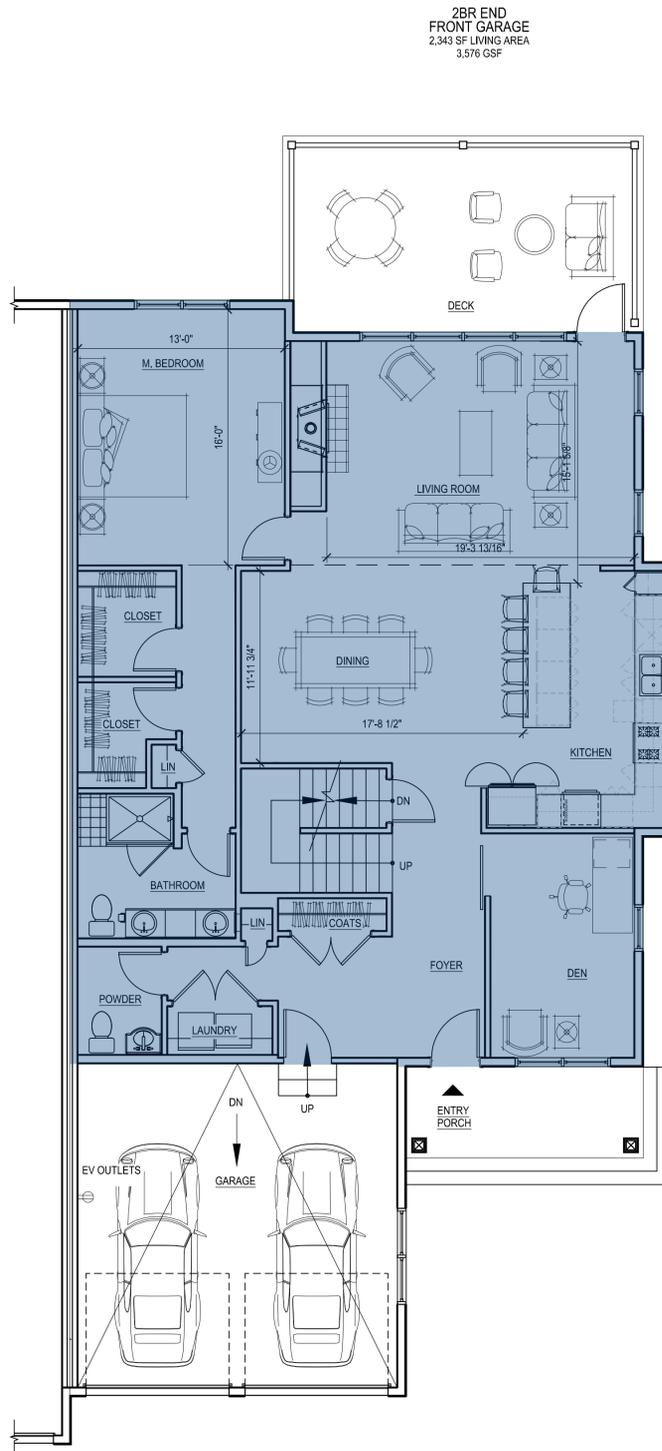
April 16, 2021

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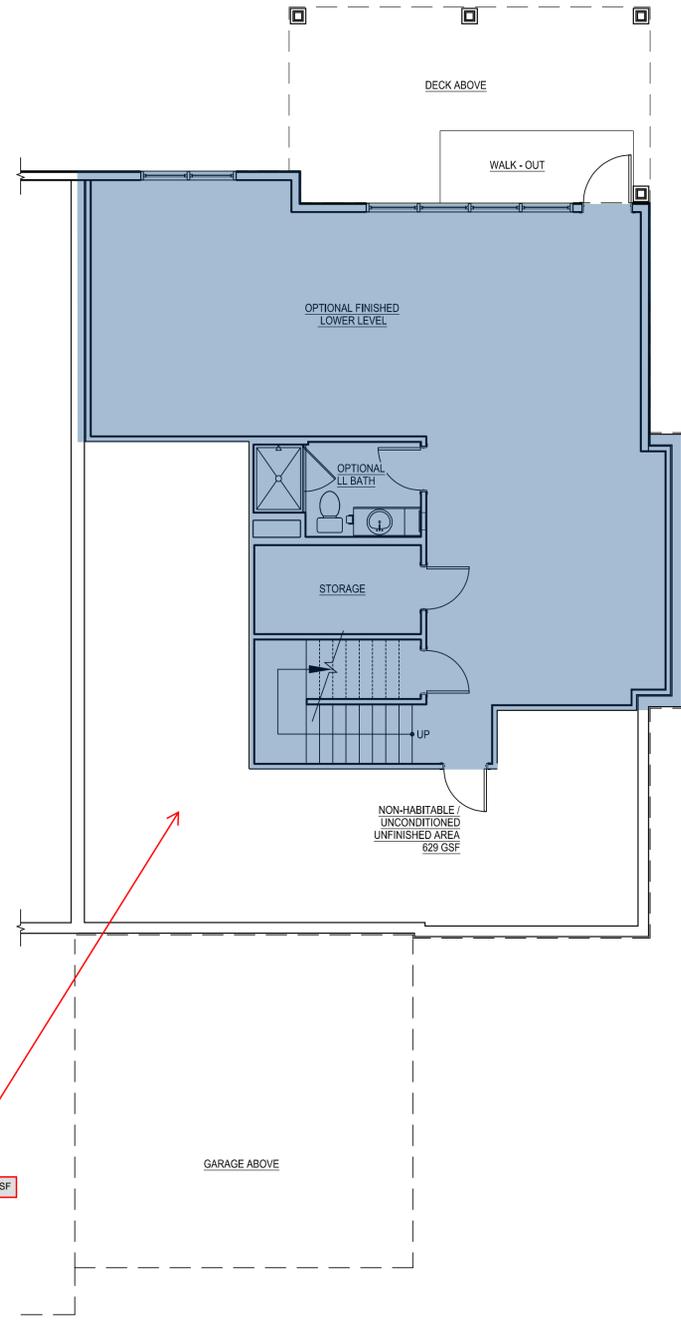
A2.03B



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

Approximately 637 SF

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

1,720 SF

4,213 SF

GFA - 2BR End - Front Garage	
Floor	Sq Footage
Lower Level	1,083
1st	1,723
2nd	770
Total	3,576

- NOTES:
- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
 - LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

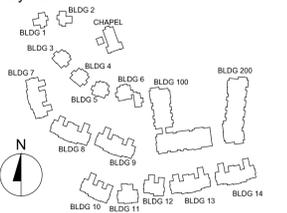
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR End
 Side Entry Garage
 Unit Plans
 Living Area**

Project Number:

20073

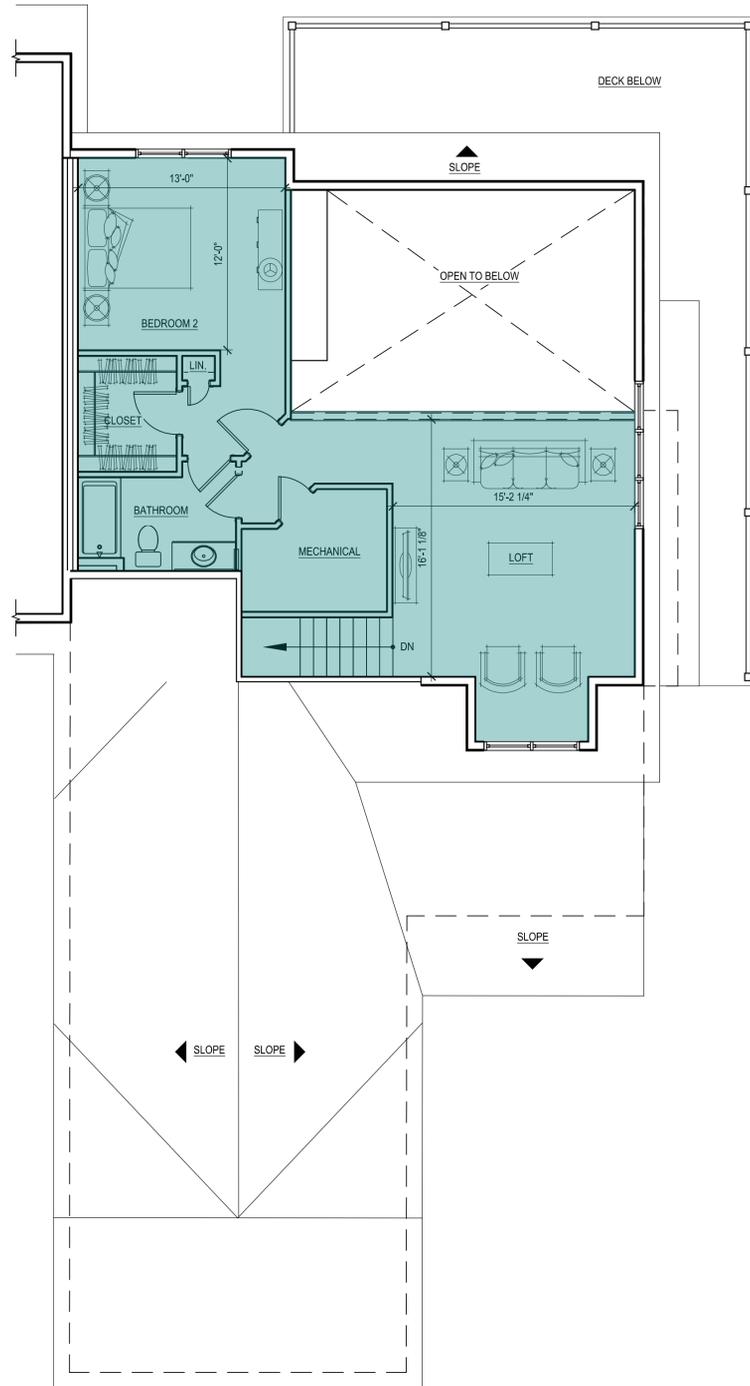
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April 16, 2021

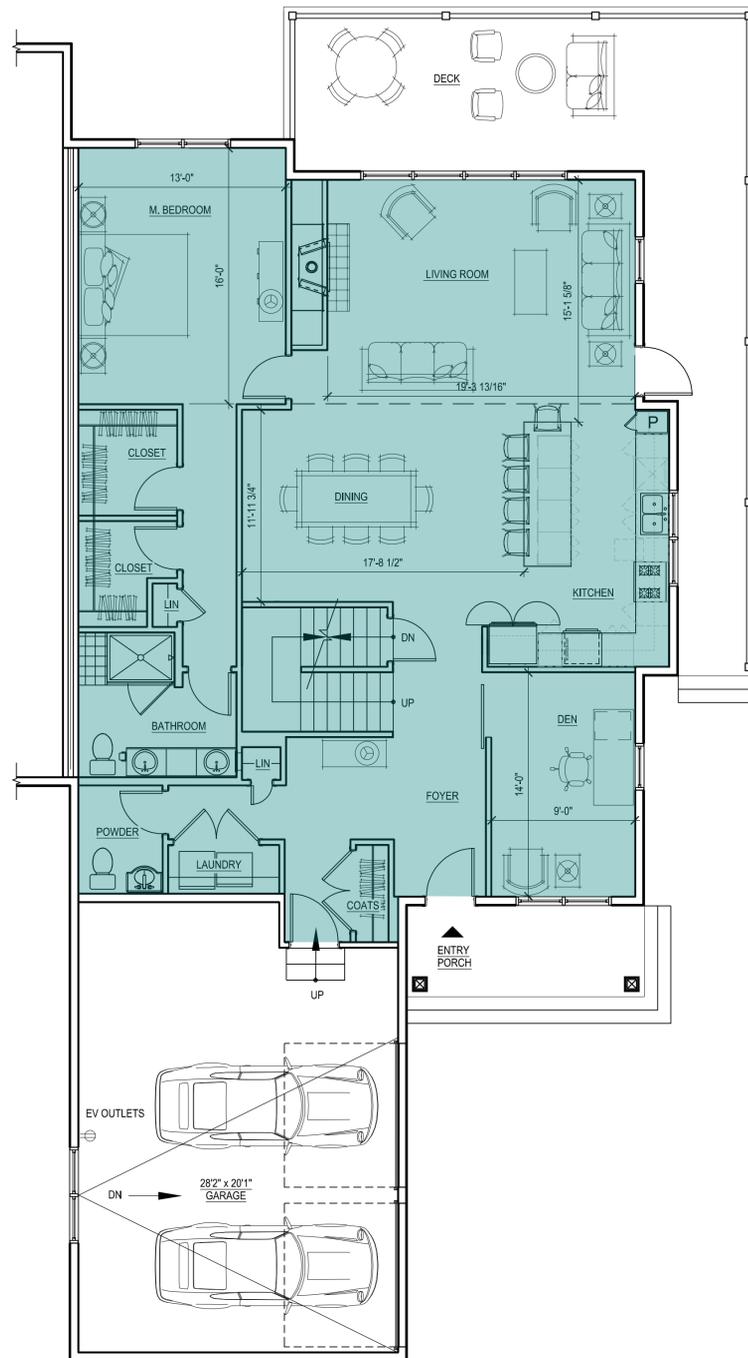
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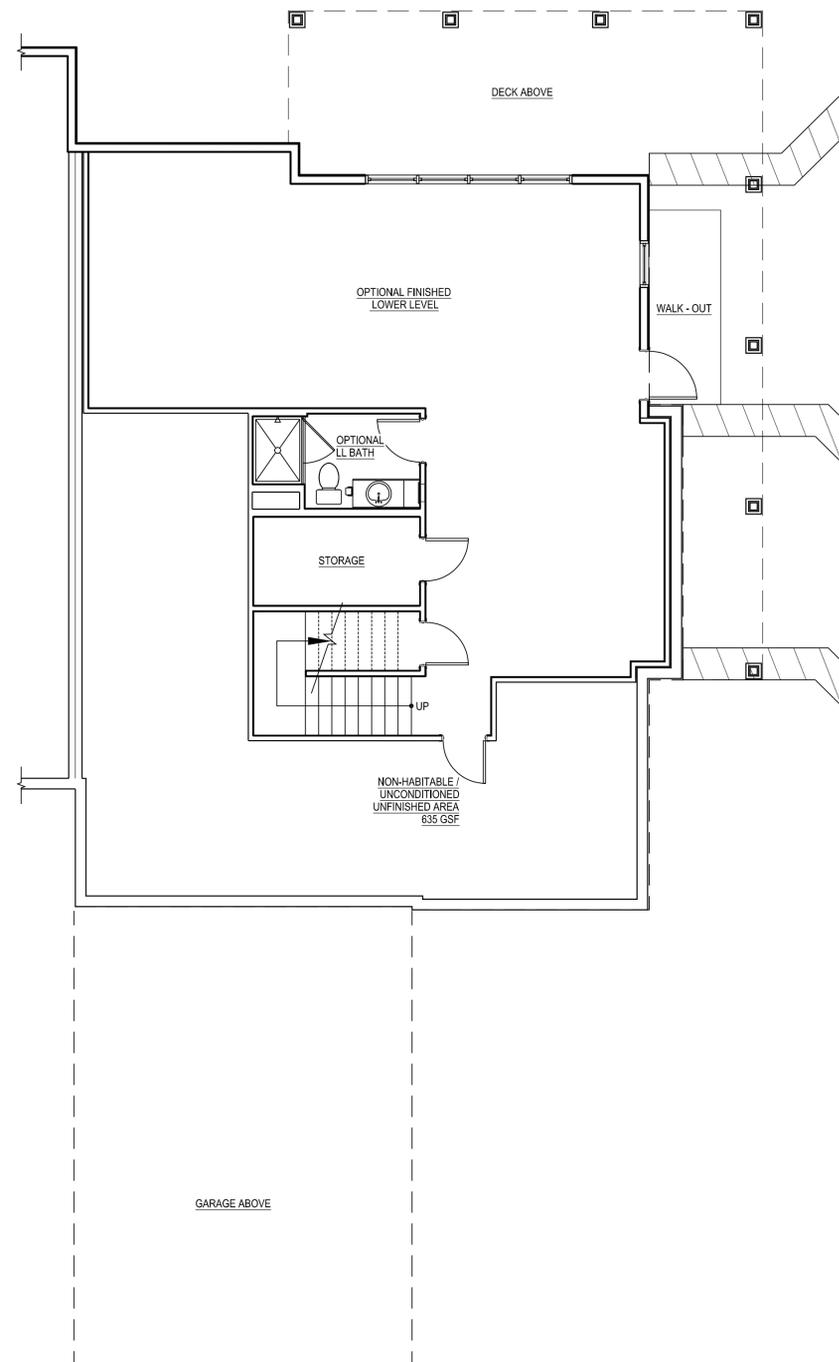
2BR END
 SIDE GARAGE
 2,363 SF LIVING AREA
 3,600 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 2BR End - Side Garage	
Floor	Sq Footage
1st	1,646
2nd	717
Total	2,363

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
- LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

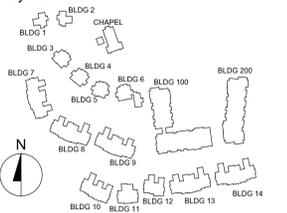
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**2 BR End
 Side Entry Garage
 Unit Plans
 Gross Floor Area**

Project Number:

20073

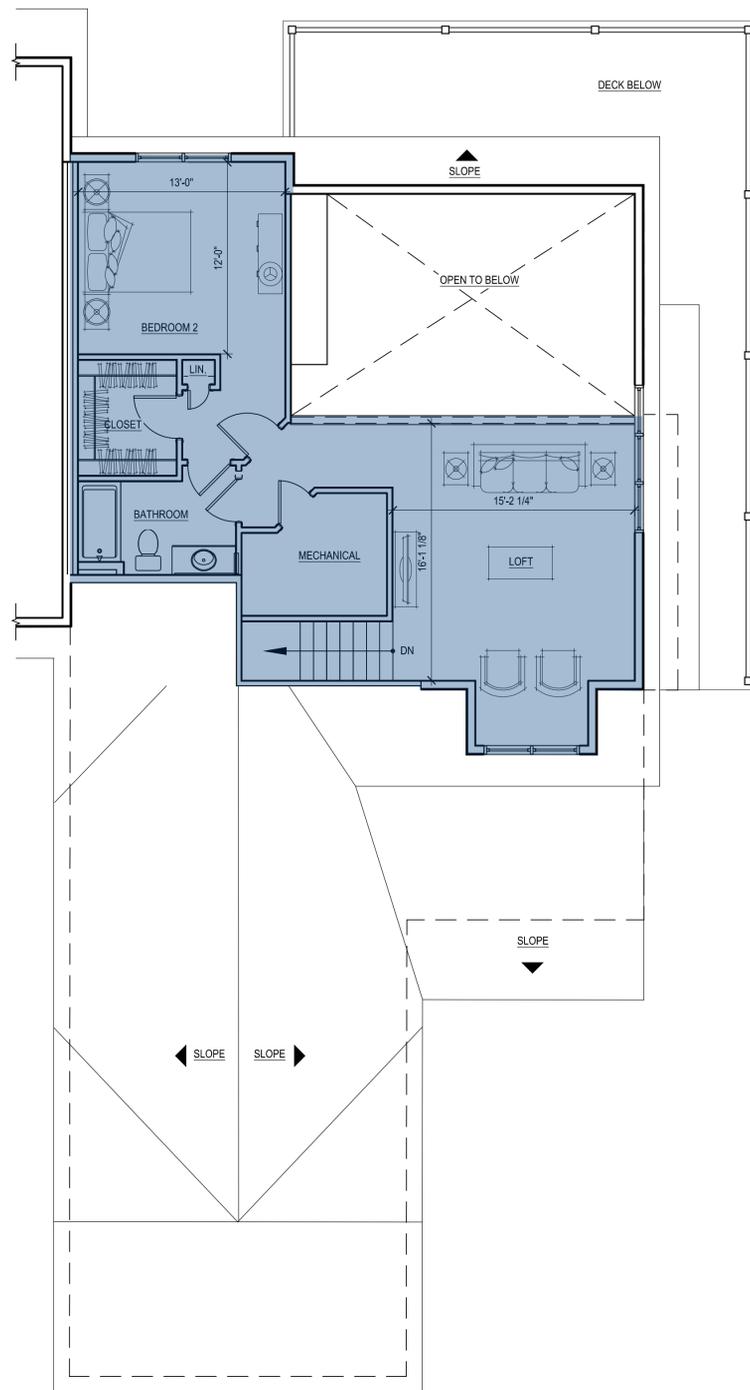
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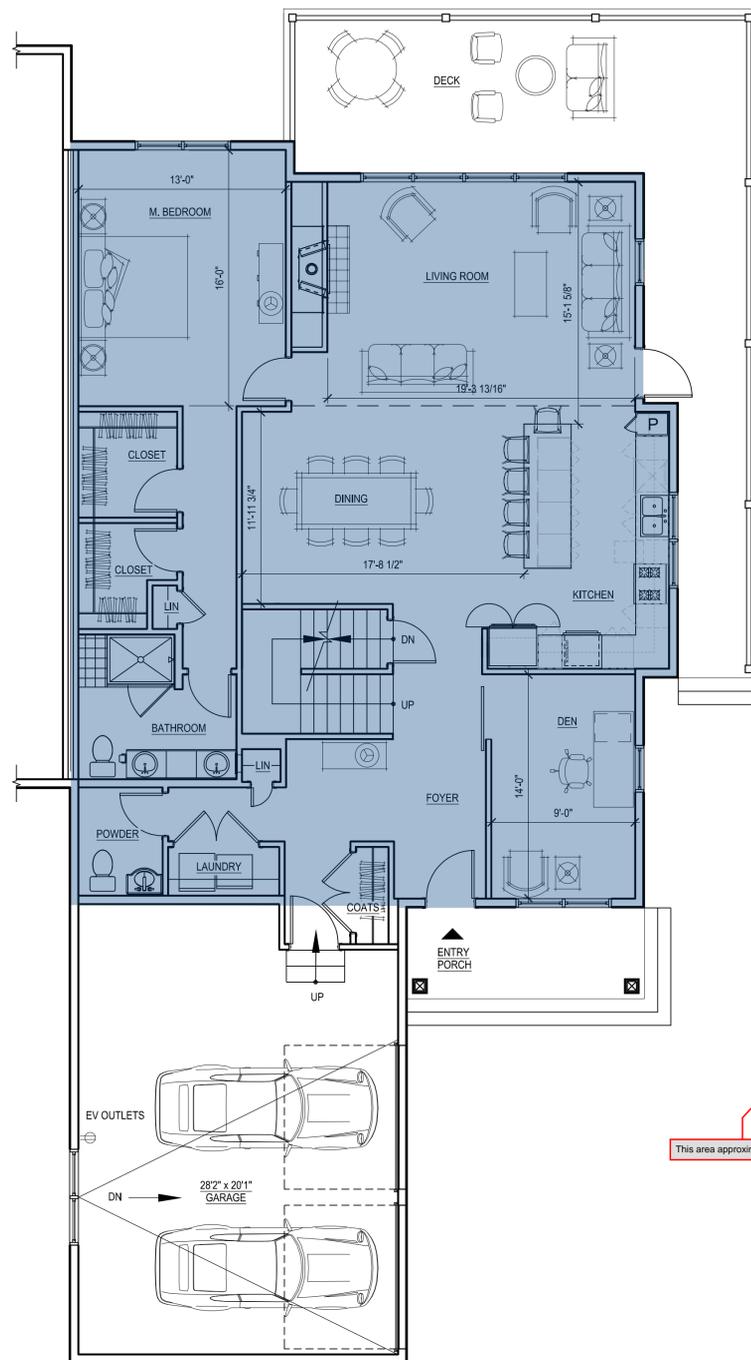
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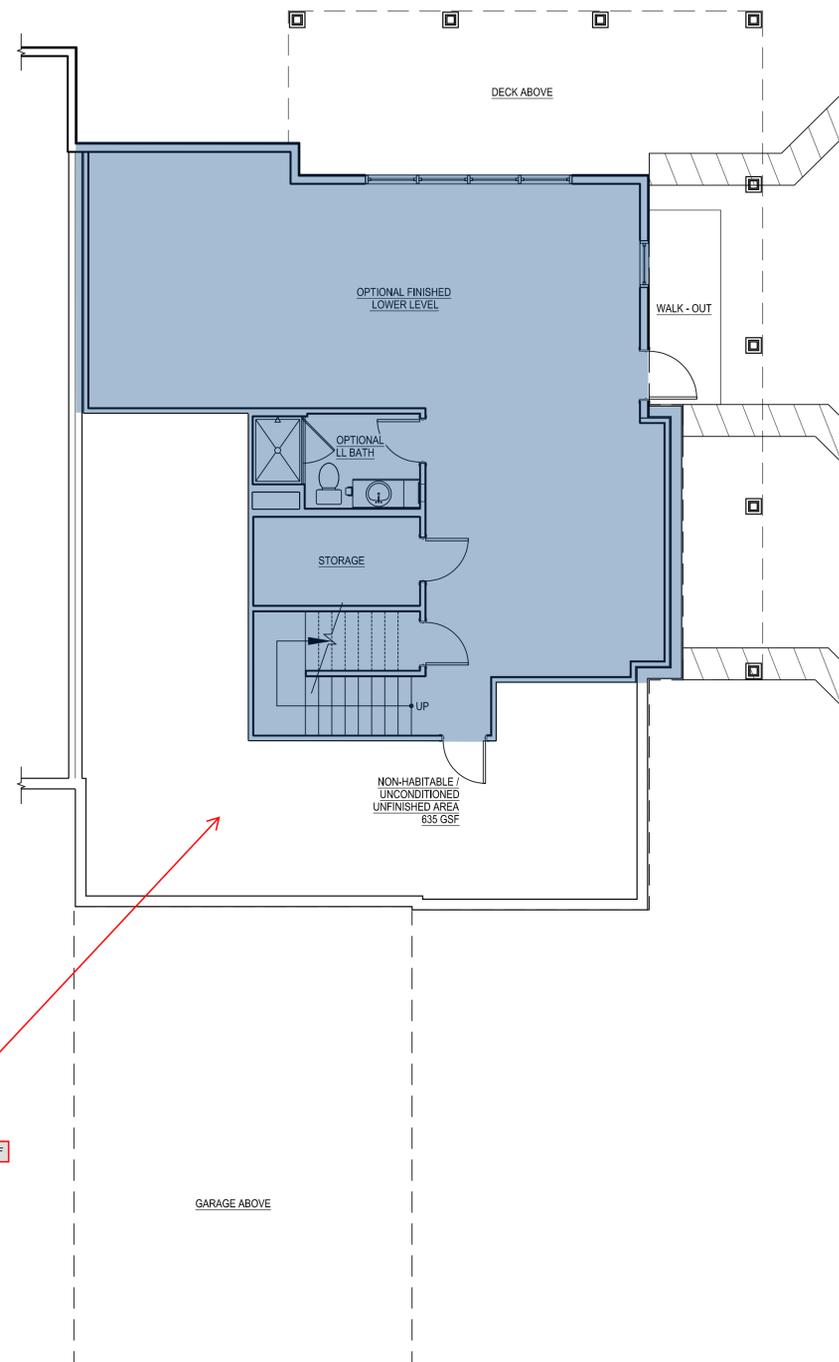
2BR END
 SIDE GARAGE
 2,363 SF LIVING AREA
 3,600 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

1,732 SF

4,248 SF

GFA - 2BR End - Side Garage	
Floor	Sq Footage
Lower Level	1,084
1st	1,746
2nd	770
Total	3,600

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

Revision:

1 07-20-2021

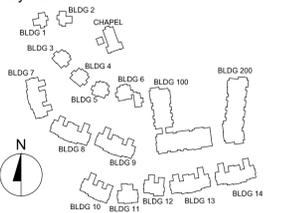
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - A
 Front Entry Garage
 Unit Plans
 Living Area**

Project Number:

20073

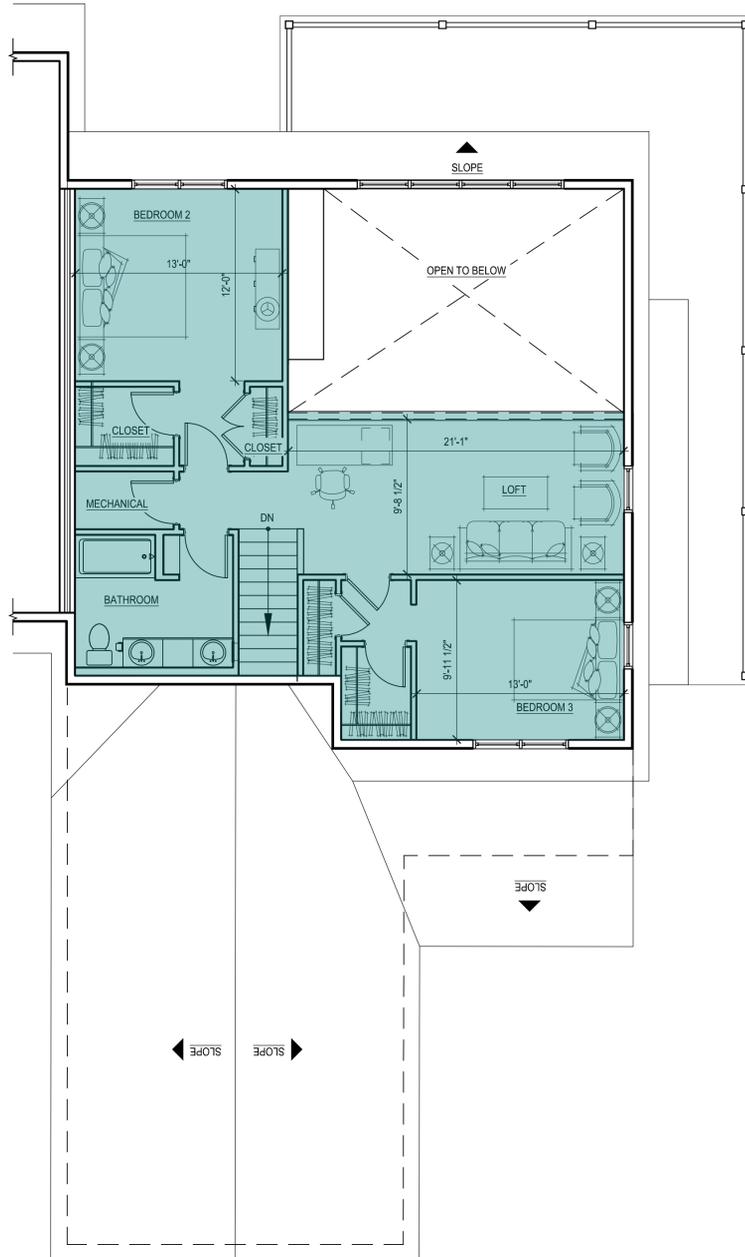
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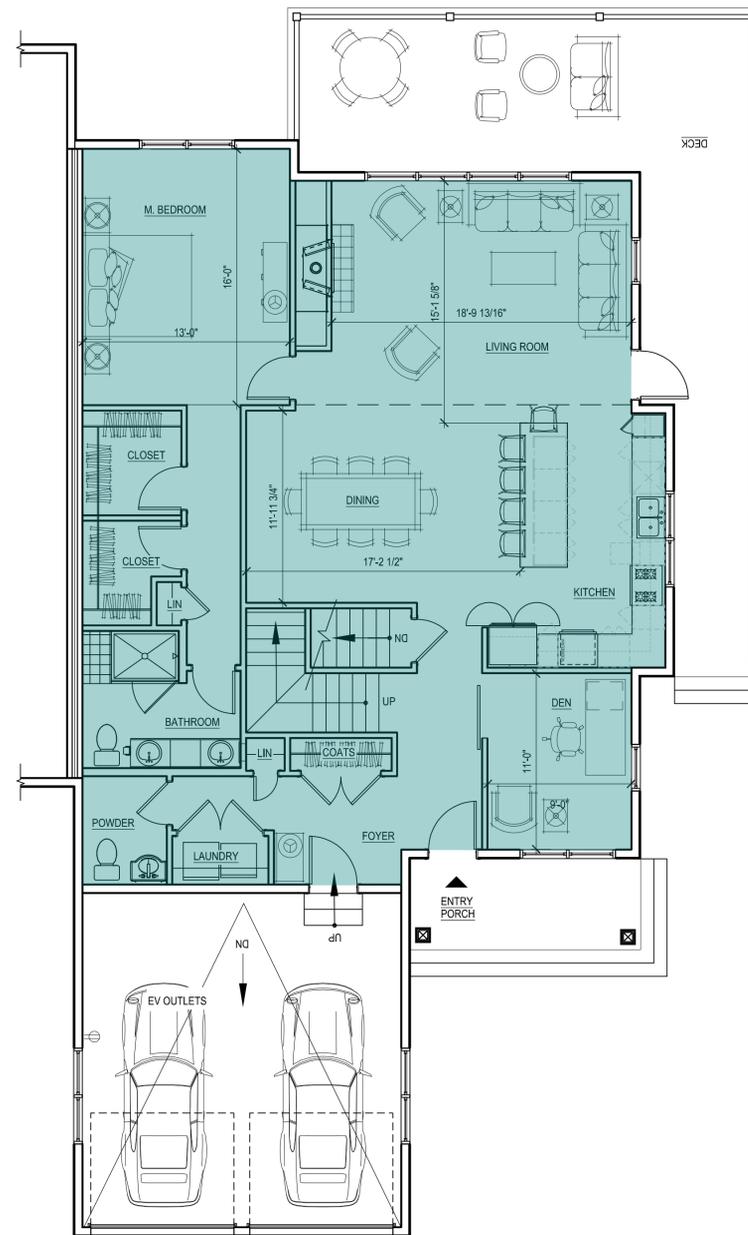
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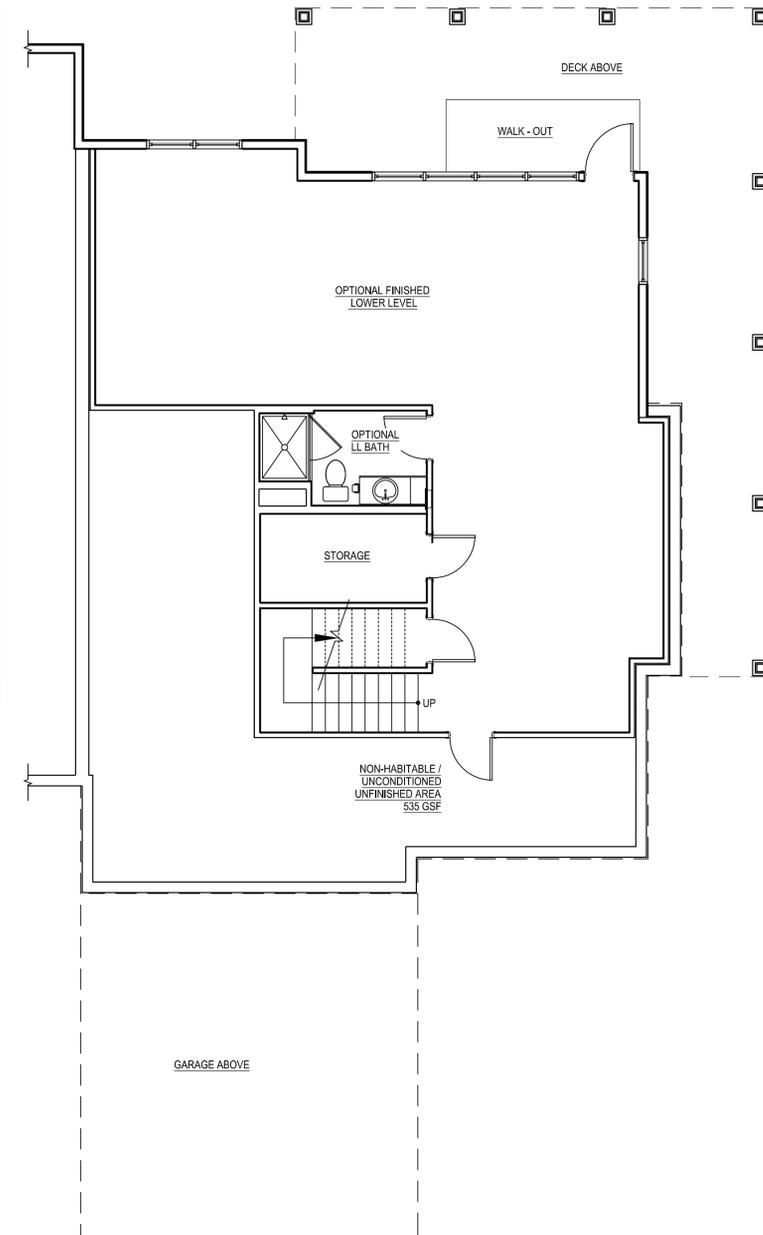
3BR END - A
 FRONT GARAGE
 2,338 SF LIVING AREA
 3,595 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 3BR End A - Front Garage	
Floor	Sq Footage
1st	1,546
2nd	792
Total	2,338

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

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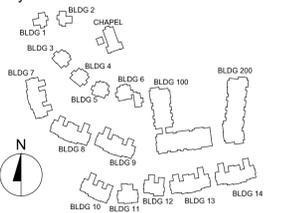
Architect of Record:

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Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - A
 Front Entry Garage
 Unit Plans
 Gross Floor Area**

Project Number:

20073

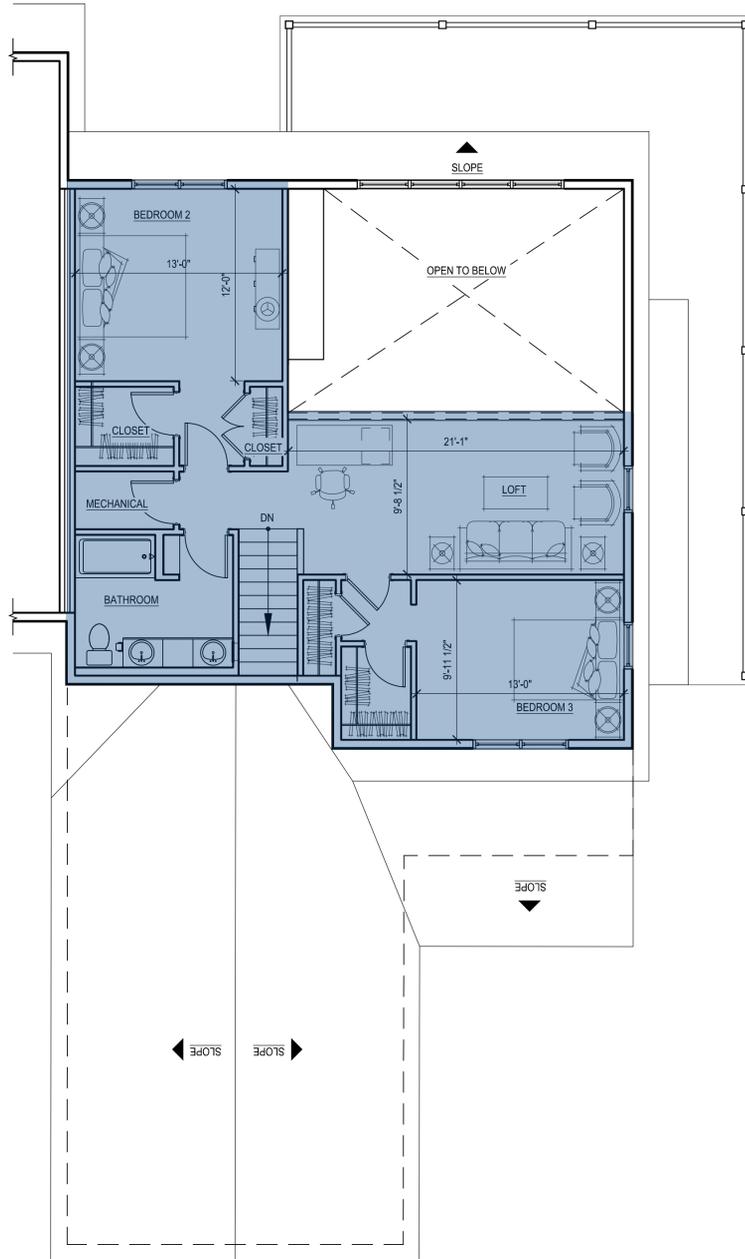
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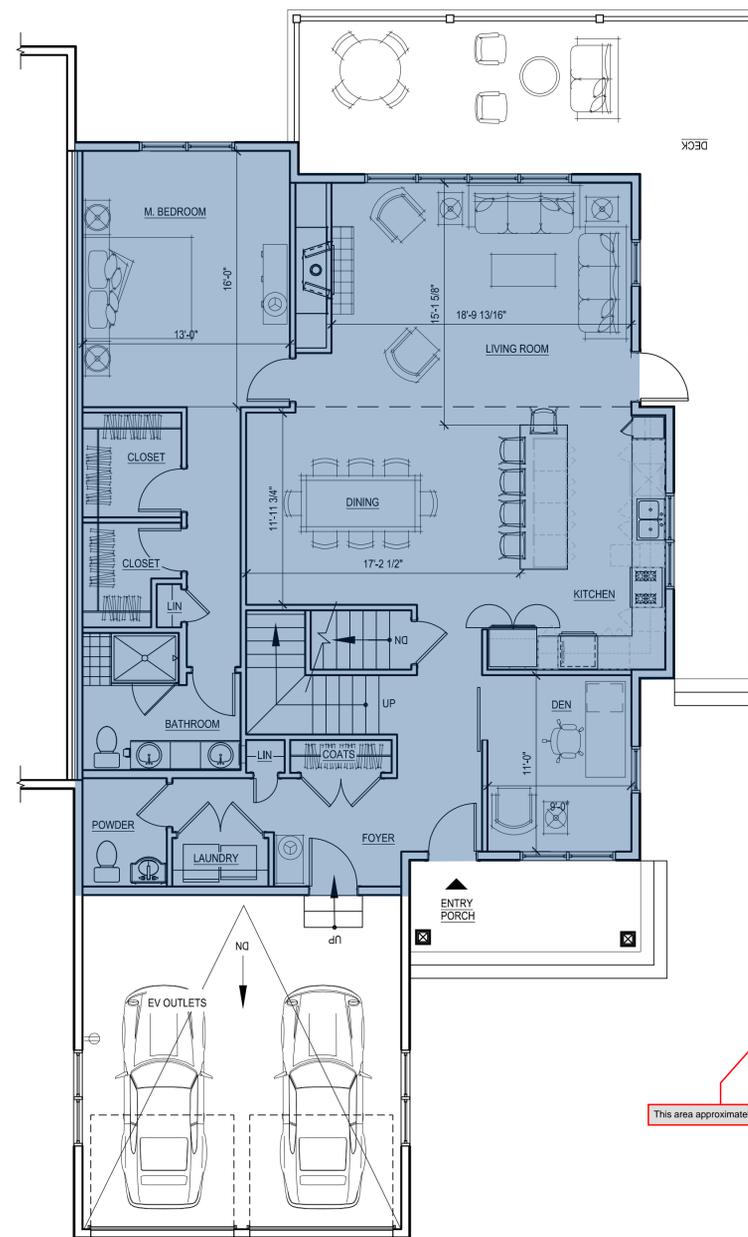
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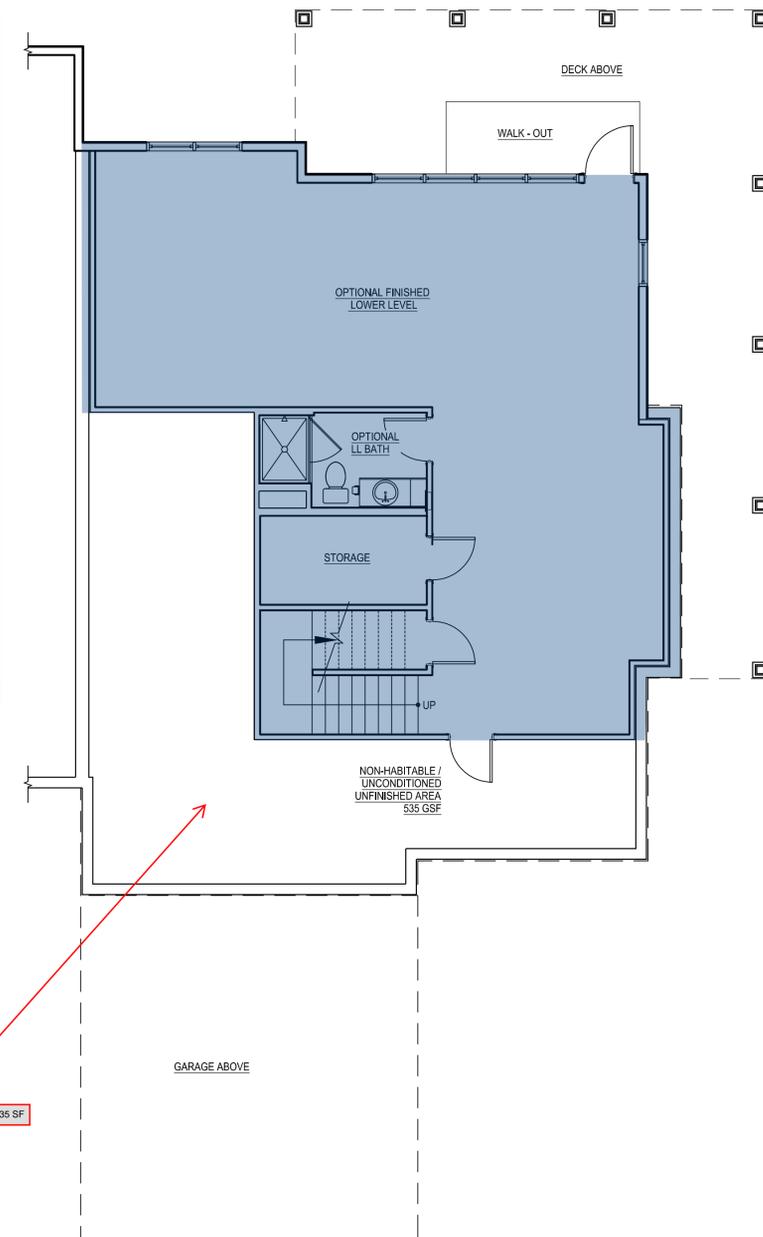
3BR END - A
 FRONT GARAGE
 2,338 SF LIVING AREA
 3,595 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

GFA - 3BR End A - Front Garage	
Floor	Sq Footage
Lower Level	1,102
1st	1,643
2nd	850
Total	3,595

- NOTES:
- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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This area approximately 535 SF

Consultant:

Revision:

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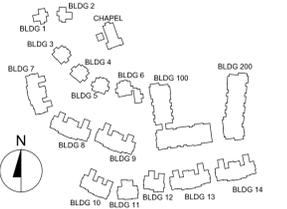
Architect of Record:

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Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - A
 Side Entry Garage
 Unit Plans
 Living Area**

Project Number:

20073

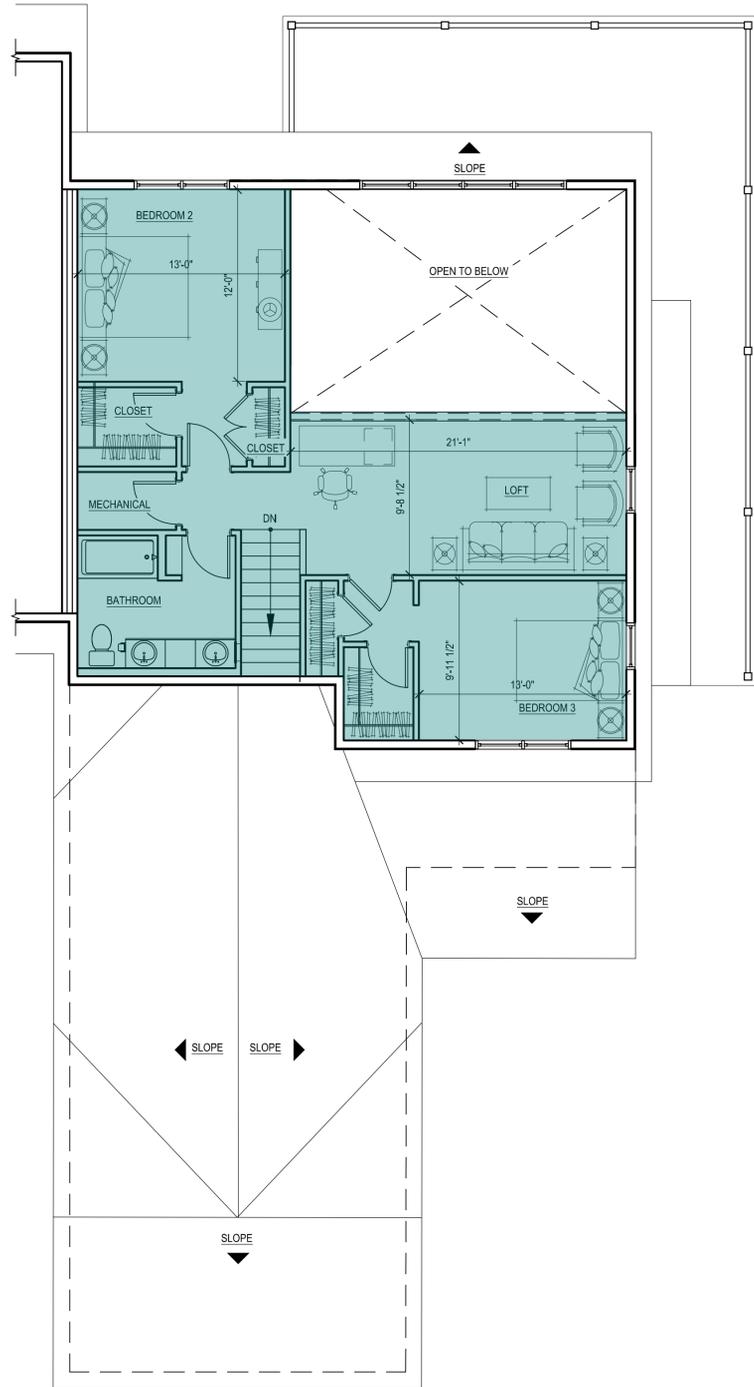
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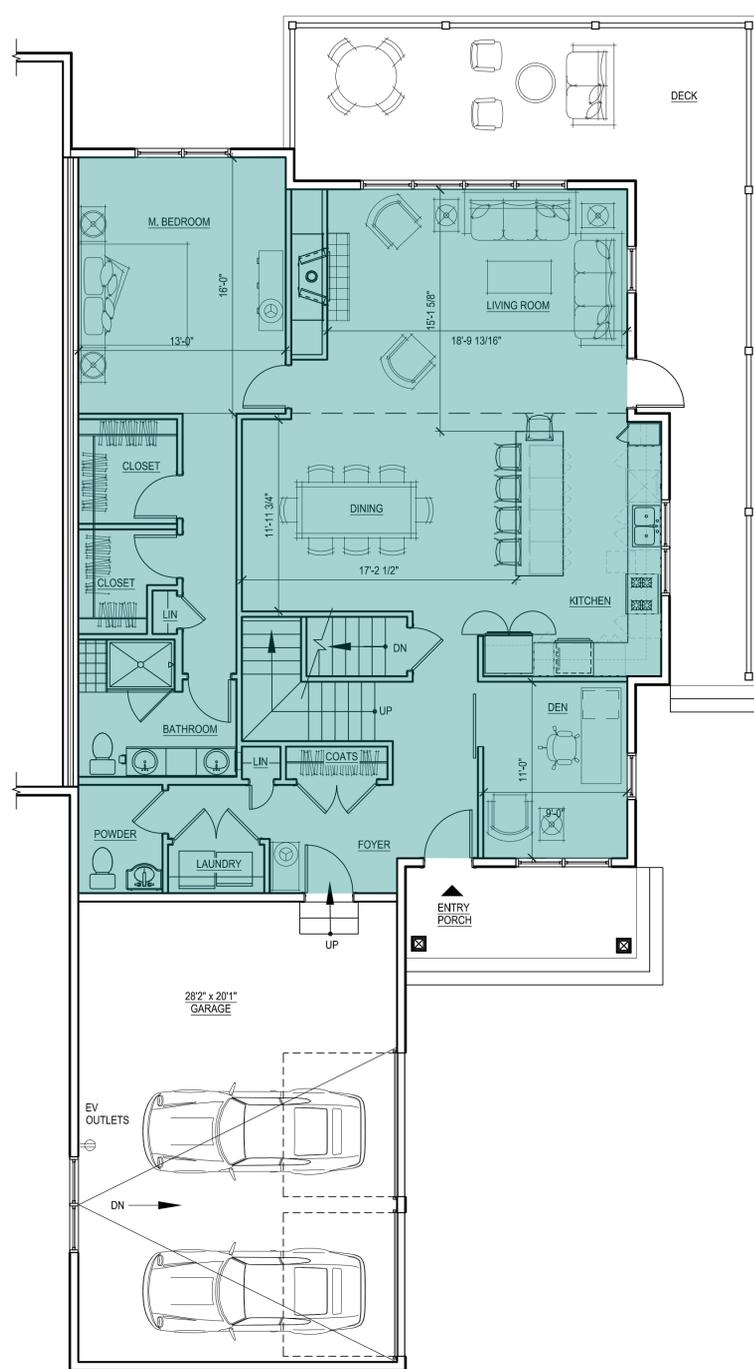
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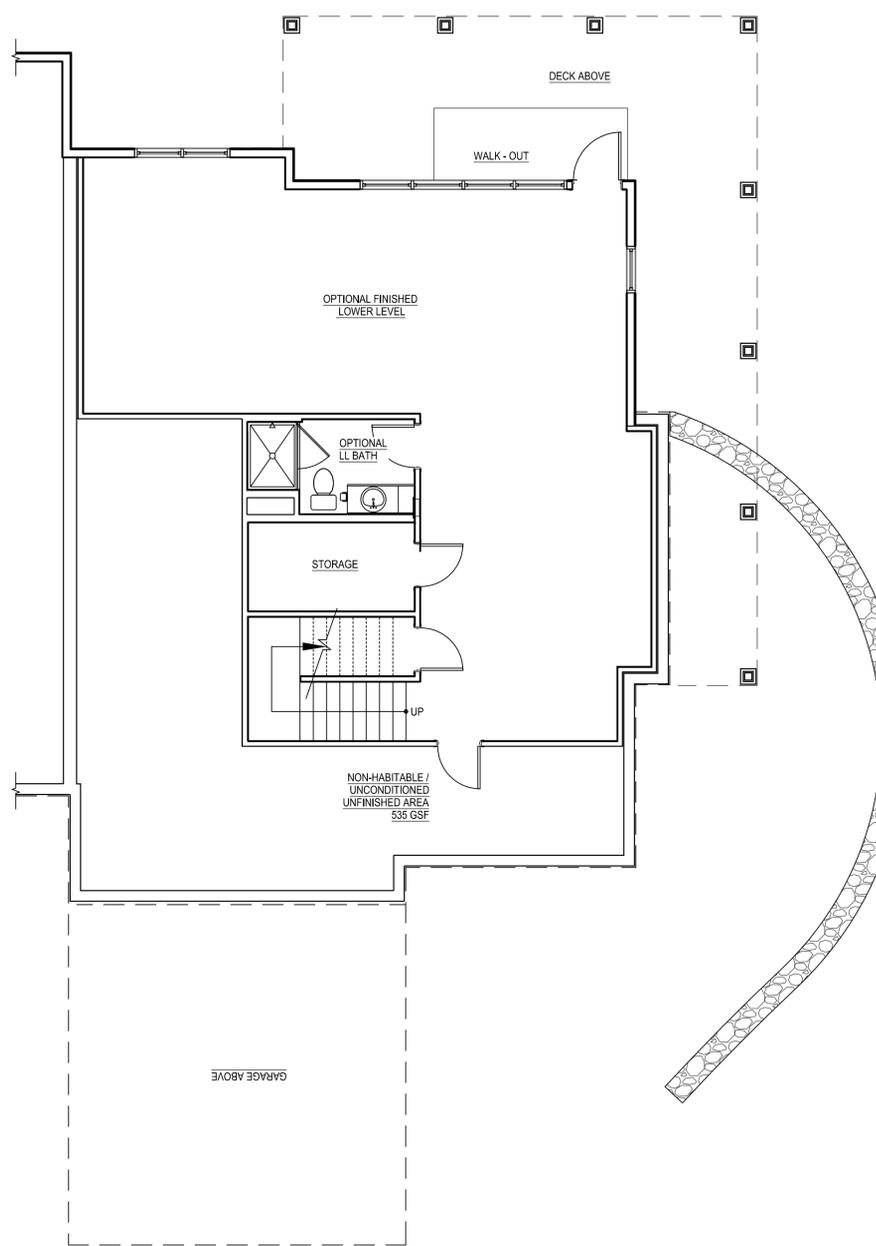
3BR END - A
 SIDE GARAGE
 2,338 SF LIVING AREA
 3,595 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 3BR End A - Side Garage	
Floor	Sq Footage
1st	1,546
2nd	792
Total	2,338

- NOTES:
- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

Revision:

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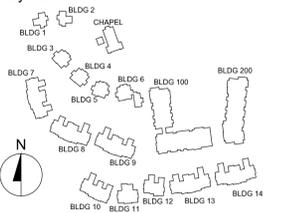
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Belmont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - A
 Side Entry Garage
 Unit Plans
 Gross Floor Area**

Project Number:

20073

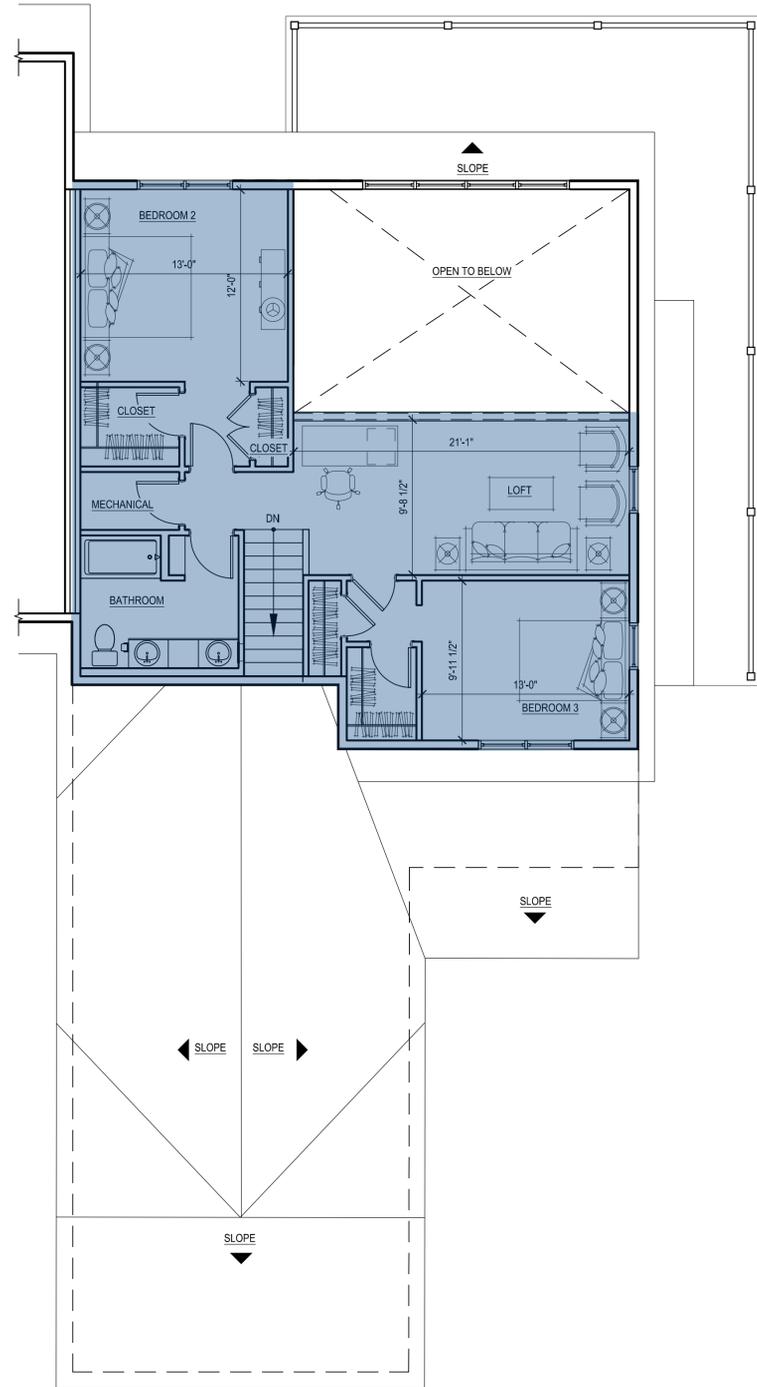
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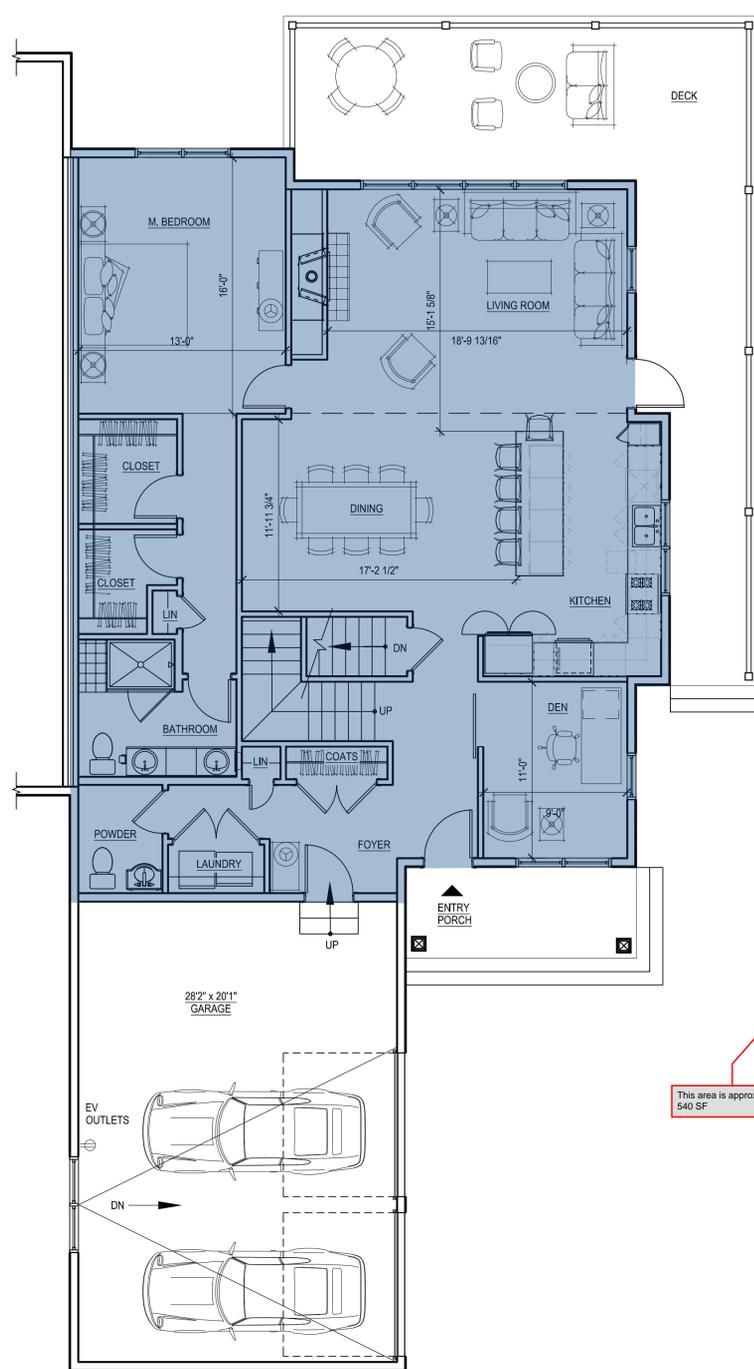
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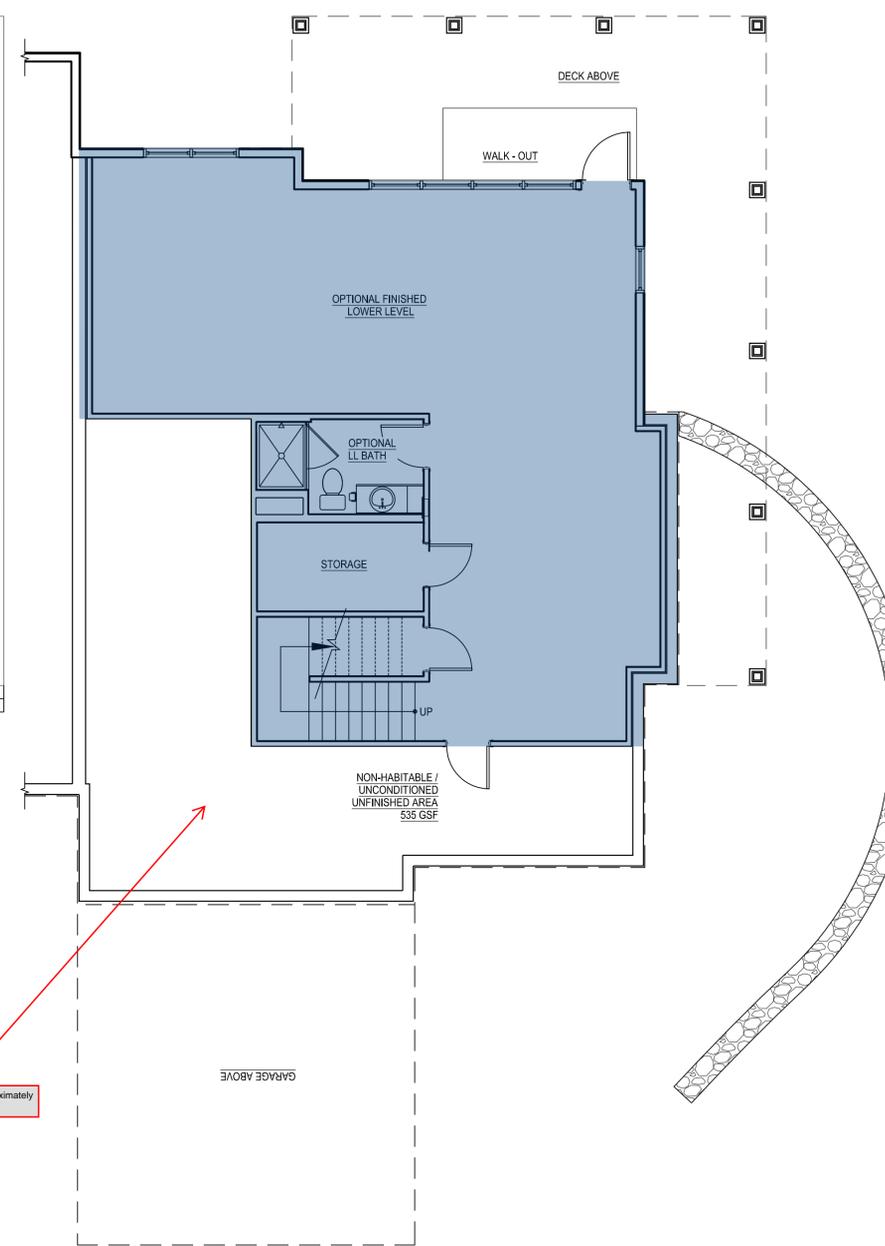
3BR END - A
 SIDE GARAGE
 2,338 SF LIVING AREA
 3,595 GSF



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20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

GFA - 3BR End A - Side Garage	
Floor	Sq Footage
Lower Level	1,102
1st	1,843
2nd	858
Total	3,595

- NOTES:
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Consultant:

Revision:

07-20-2021

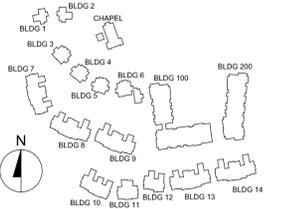
Architect of Record:

Drawn: N.B.

Checked: E.B./Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - B
 Front Entry Garage
 Unit Plans
 Gross Floor Area**

Project Number:

20073

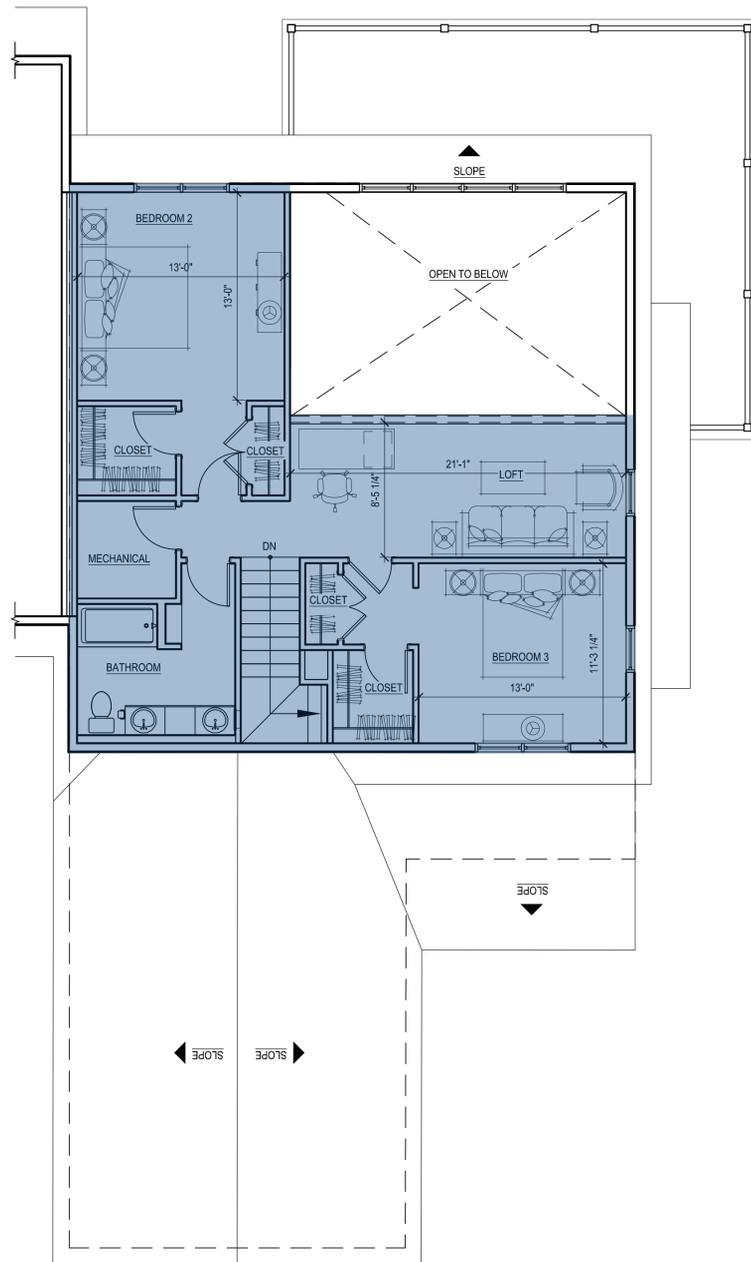
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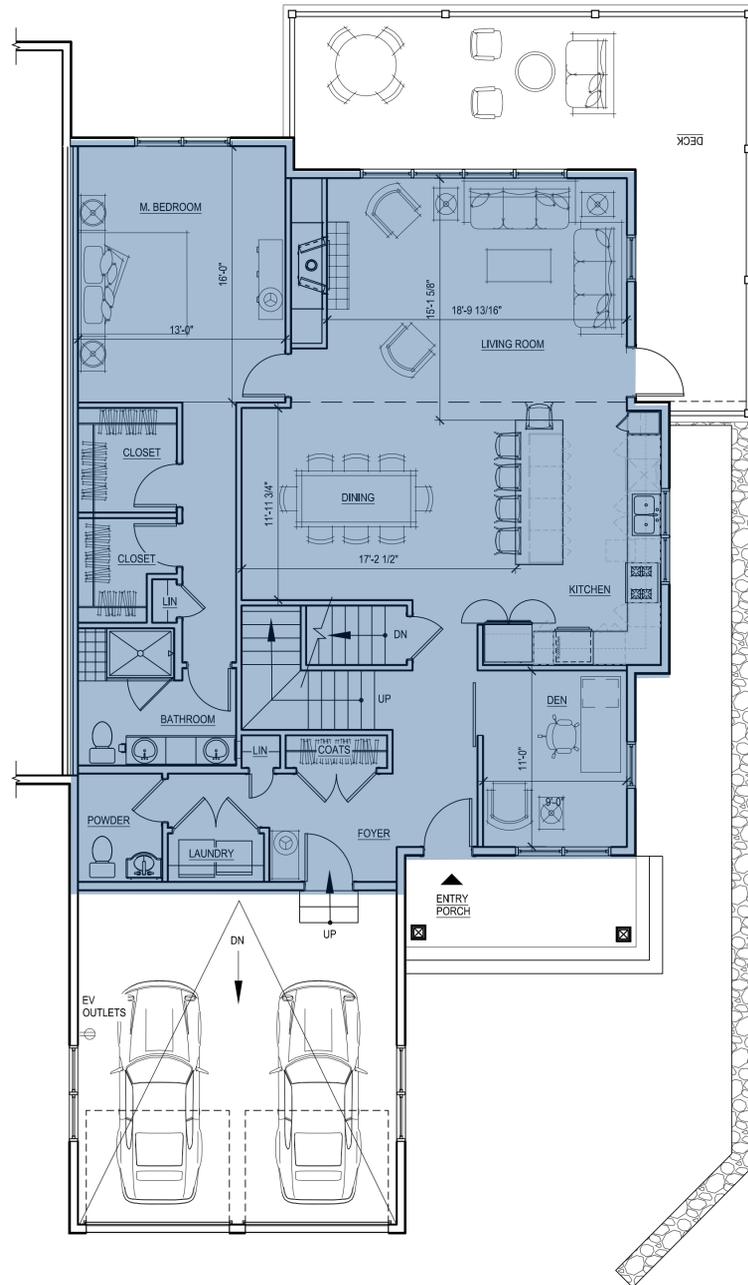
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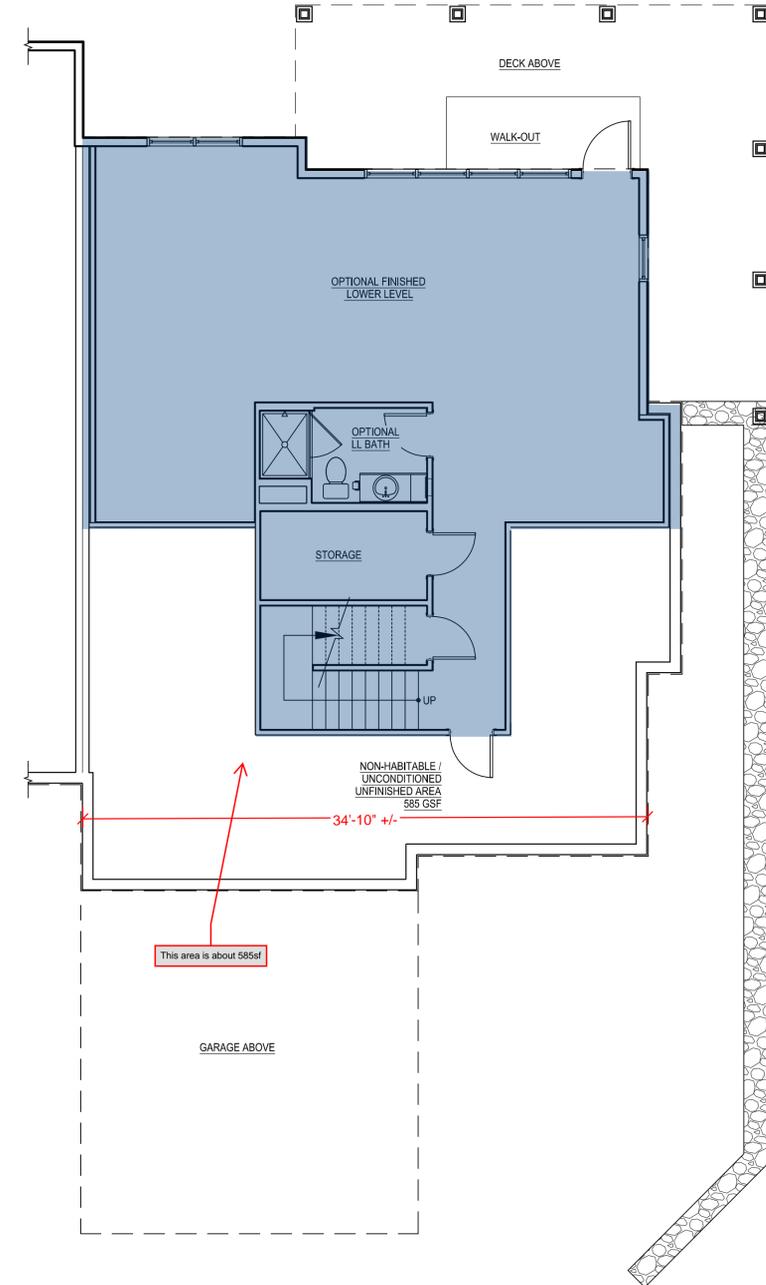
3BR END - B
 FRONT GARAGE
 2,390 SF LIVING AREA
 3,597 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

GFA - 3BR End B - Front Garage	
Floor	Sq Footage
Lower Level	1,052
1st	1,643
2nd	902
Total	3,597

- NOTES:
- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

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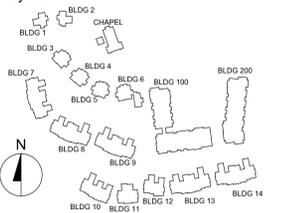
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - B
 Side Entry Garage
 Unit Plans
 Living Area**

Project Number:

20073

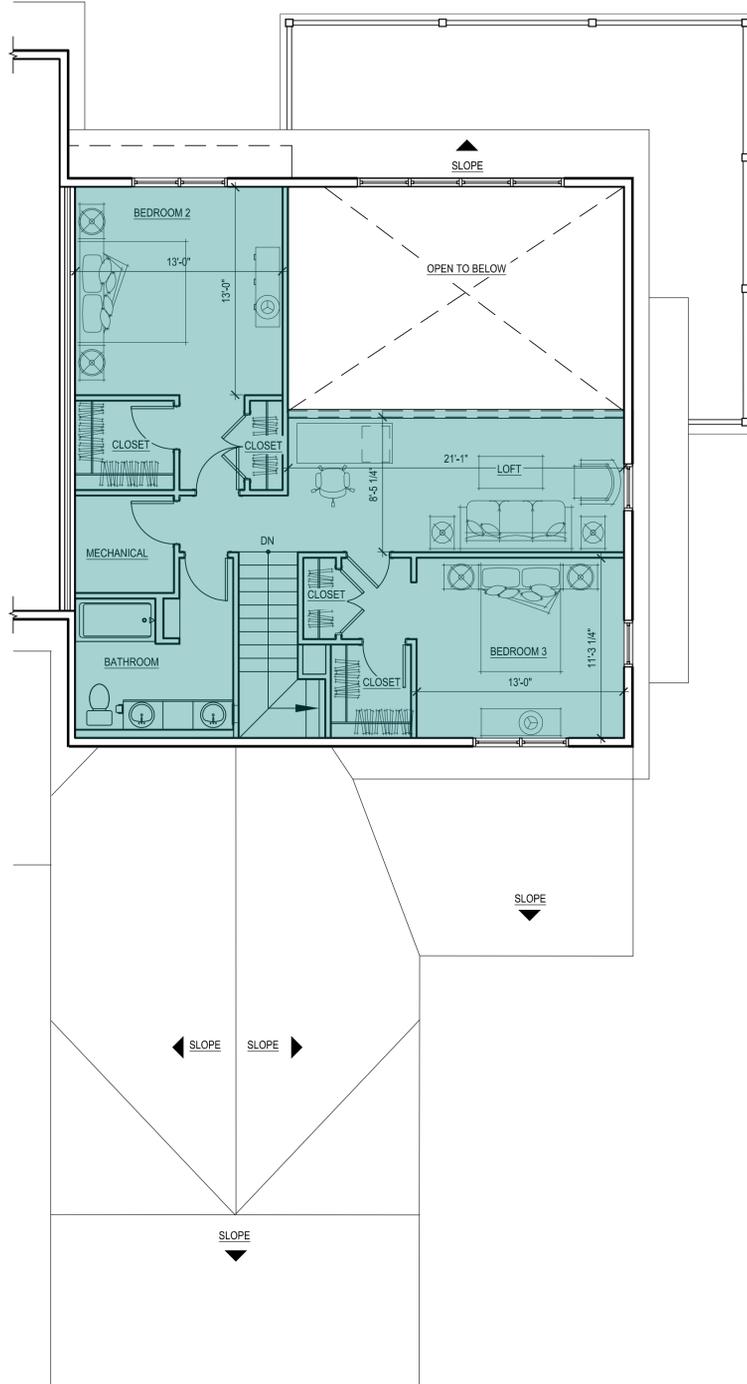
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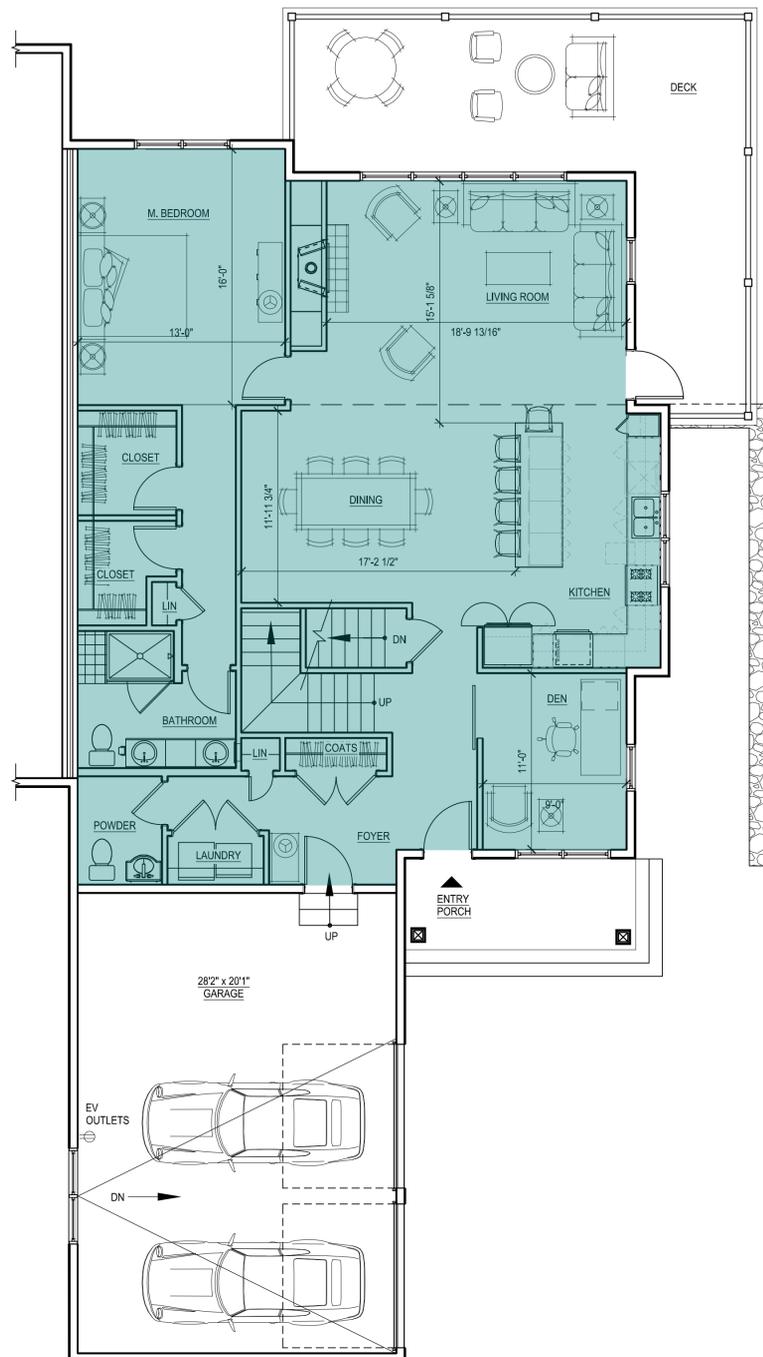
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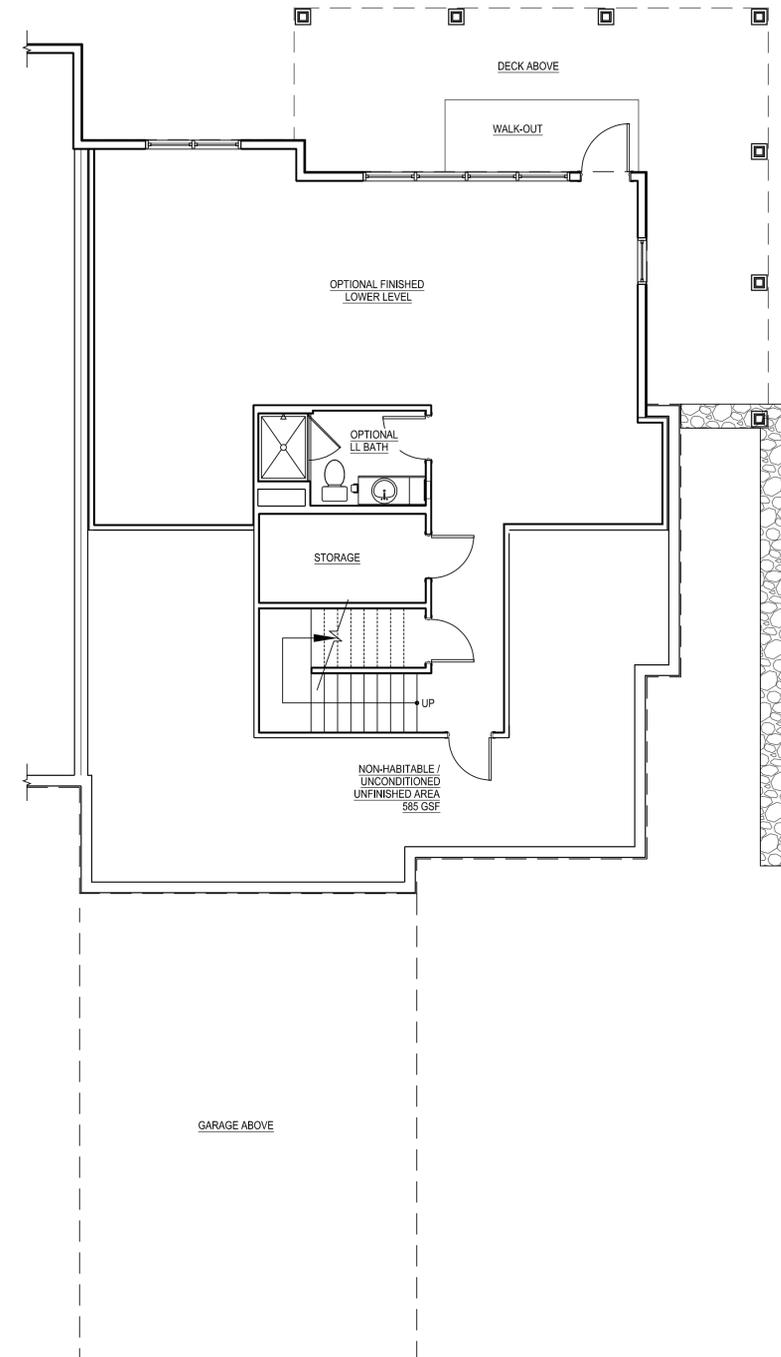
3BR END - B
 SIDE GARAGE
 2,390 SF LIVING AREA
 3,597 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 3BR End B - Side Garage	
Floor	Sq Footage
1st	1,546
2nd	844
Total	2,390

NOTES:

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Consultant:

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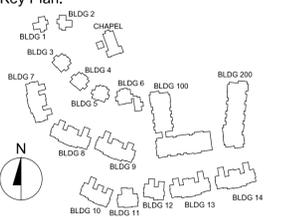
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Checked: E.B. / Y.Y.

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Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - B
 Side Entry Garage
 Unit Plans
 Gross Floor Area**

Project Number:

20073

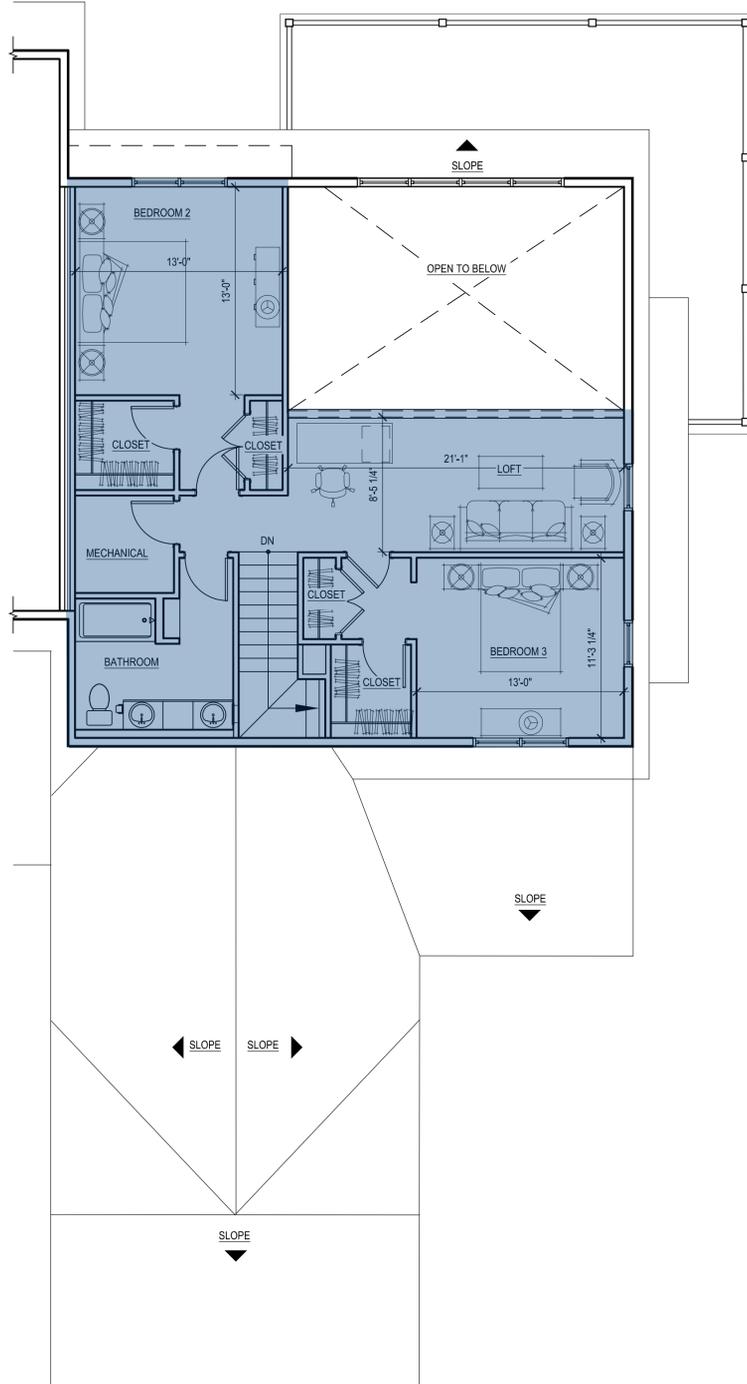
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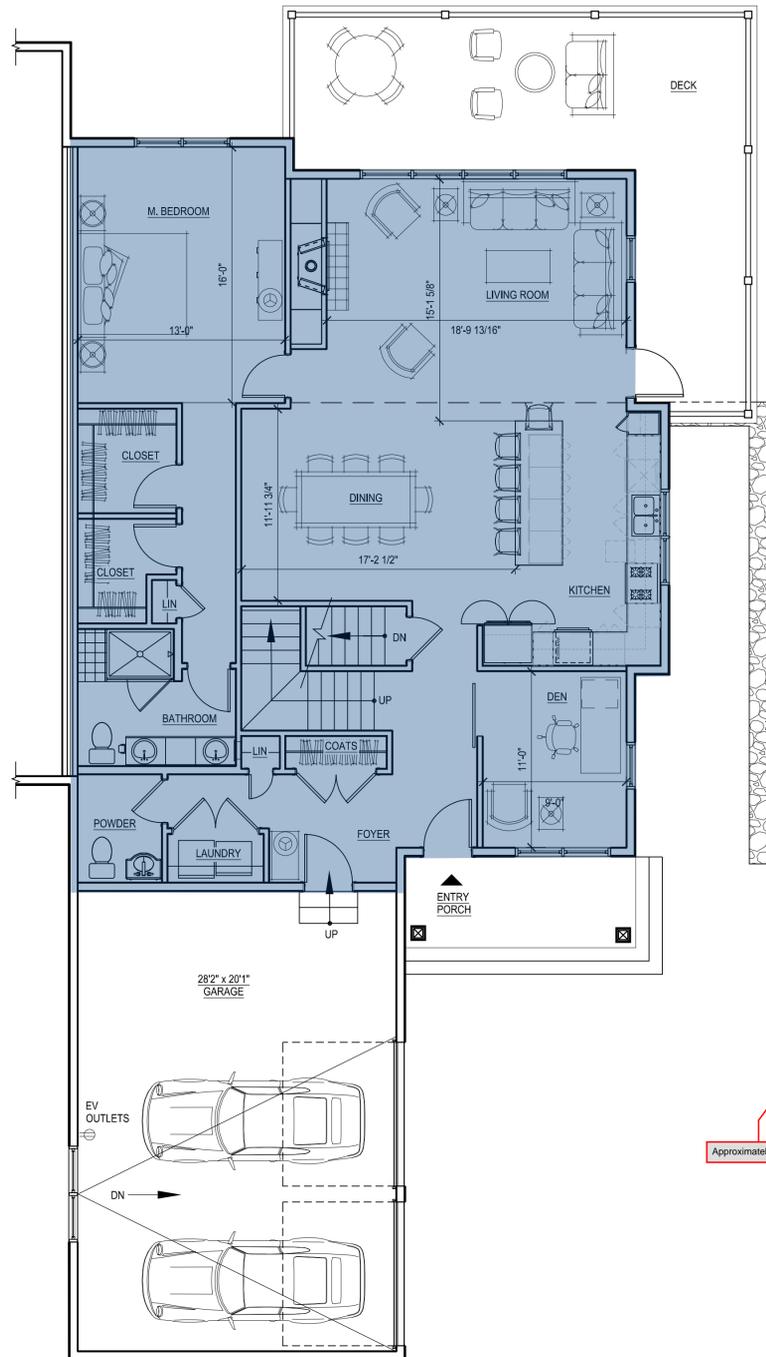
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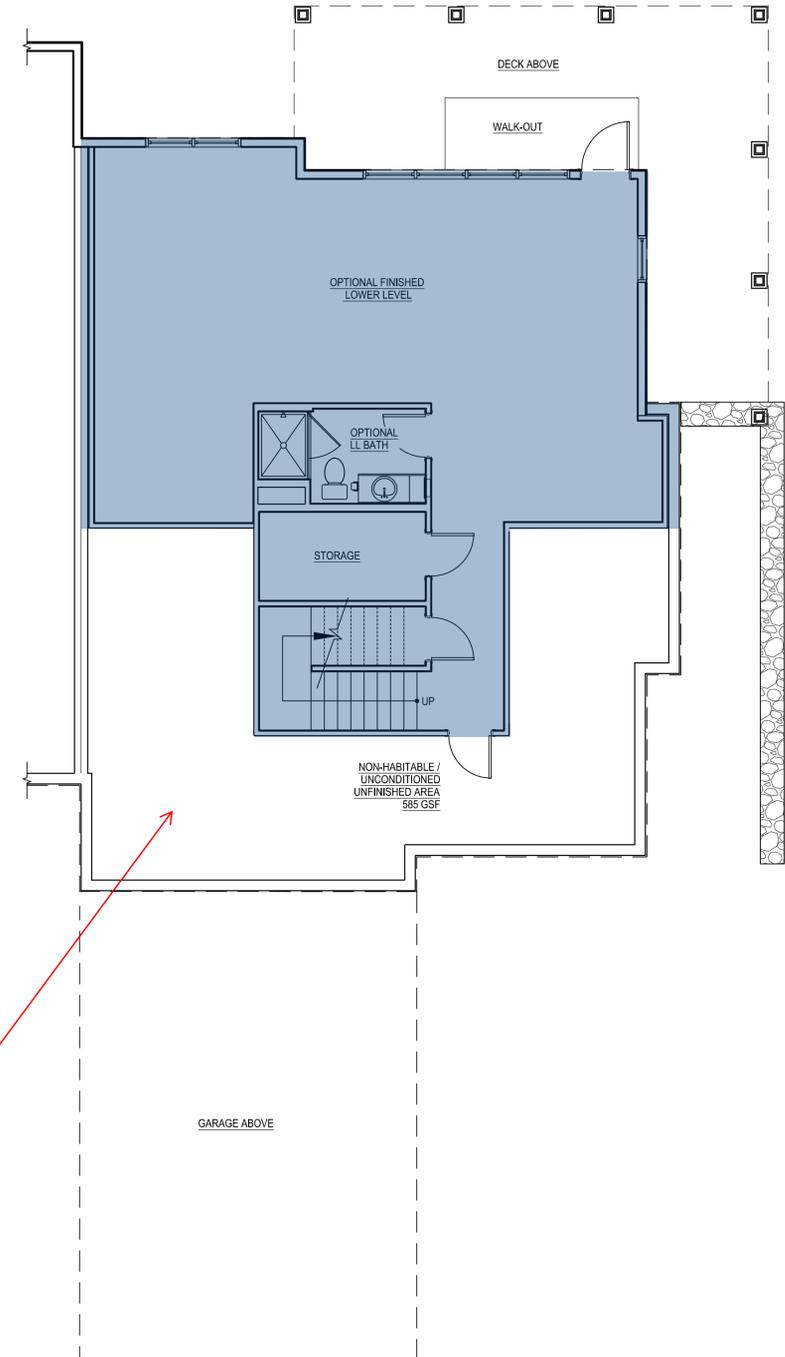
3BR END - B
 SIDE GARAGE
 2,390 SF LIVING AREA
 3,597 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

GFA - 3BR End B - Side Garage	
Floor	Sq Footage
Lower Level	1,052
1st	1,643
2nd	902
Total	3,597

NOTES:

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Consultant:

Revision:

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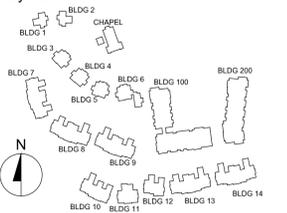
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Belmont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR End - C
 Garage Under
 Unit Plans
 Living Area**

Project Number:

20073

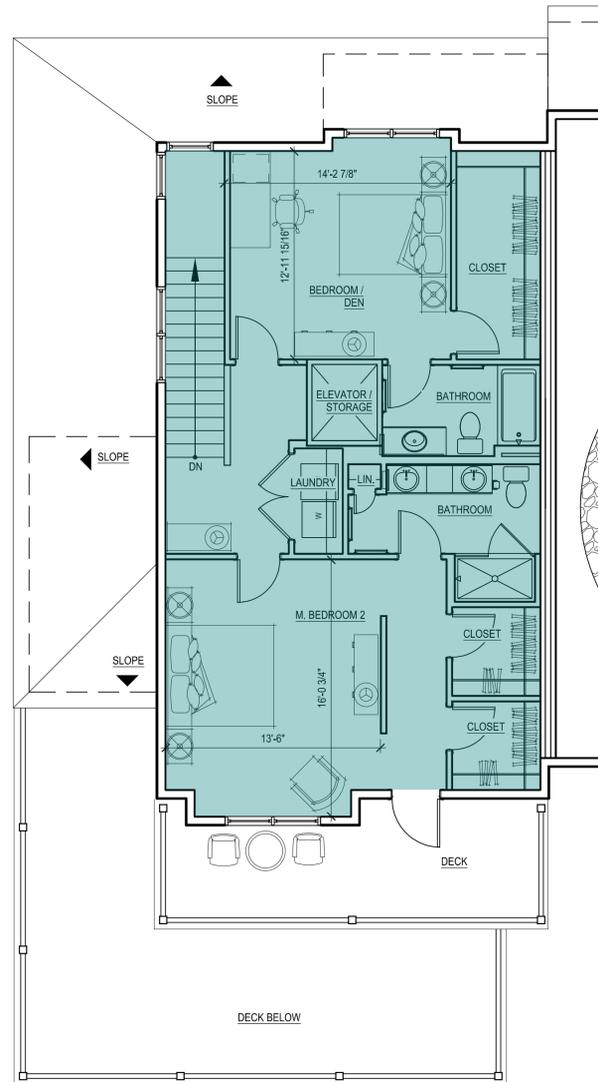
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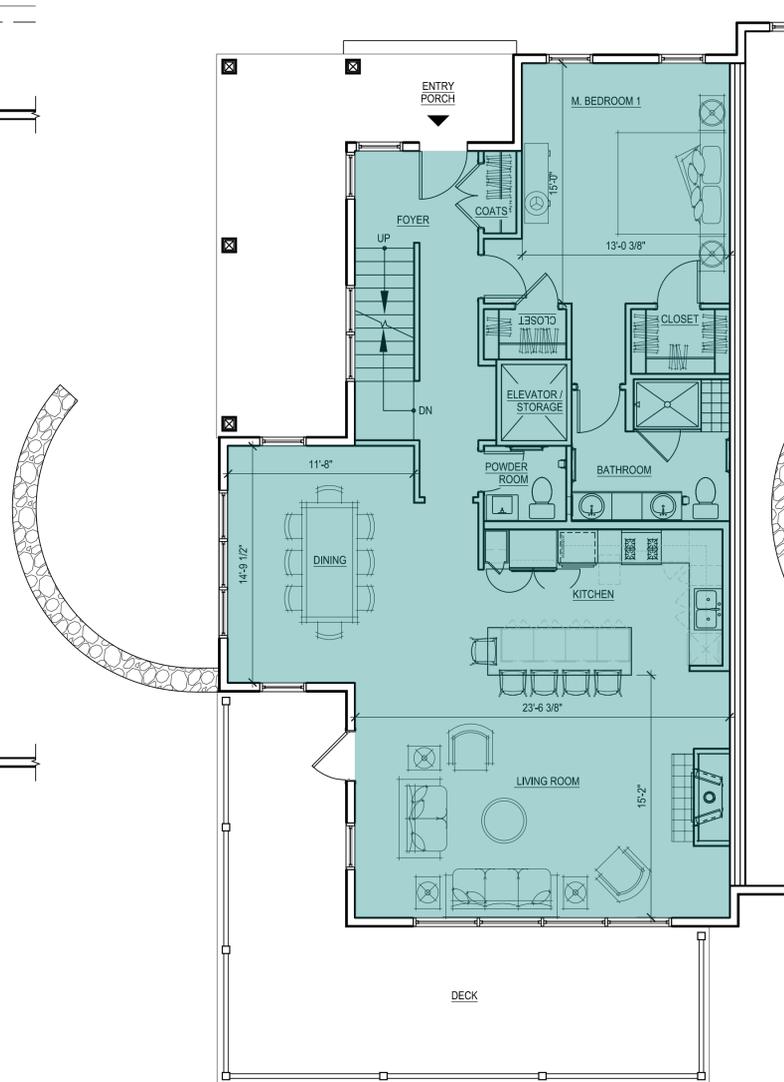
Sheet Number:

A2.09A

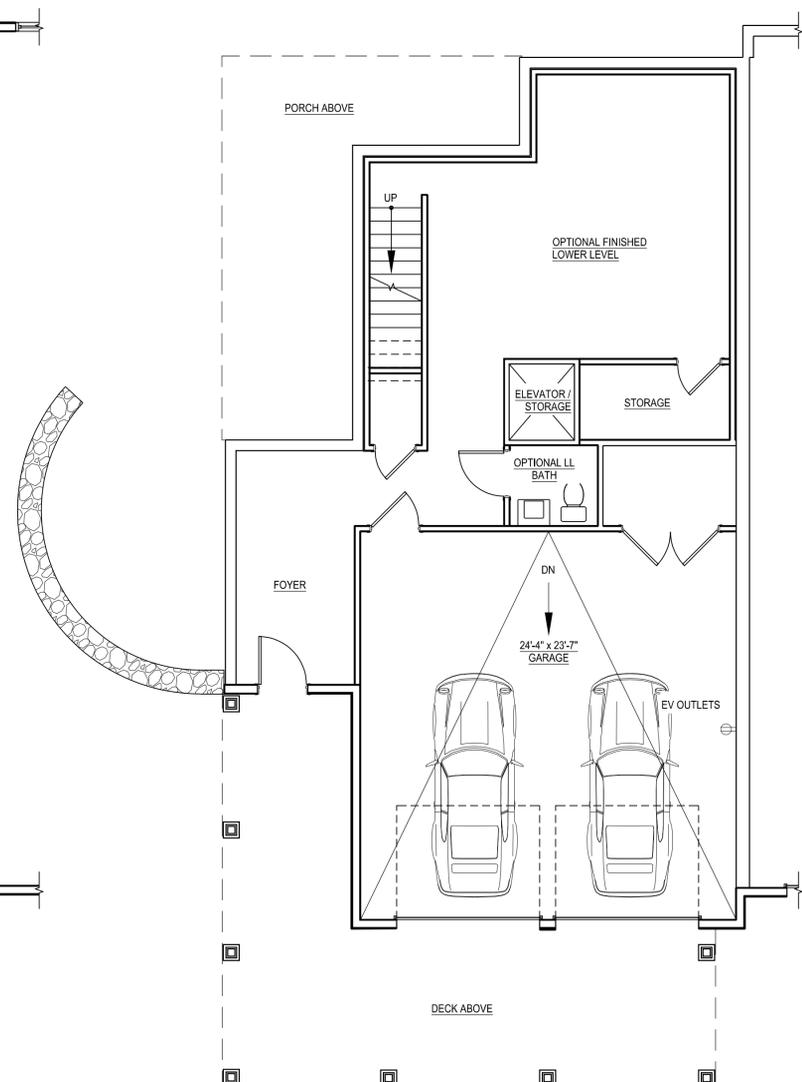
3BR END - C
 GARAGE UNDER
 2,212 SF LIVING AREA
 3,180 GSF



30 SECOND FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 3BR End C - Garage Under	
Floor	Sq Footage
1st	1,319
2nd	893
Total	2,212

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
- LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

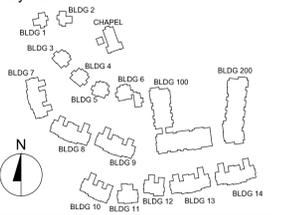
Architect of Record:

Drawn: N.B.

Checked: E.B. / Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

The Residences at Belmont Zone III
 McLean District
 Olmsted Drive, Belmont, MA

Sheet Name:

3 BR End - C
 Garage Under
 Unit Plans
 Gross Floor Area

Project Number:

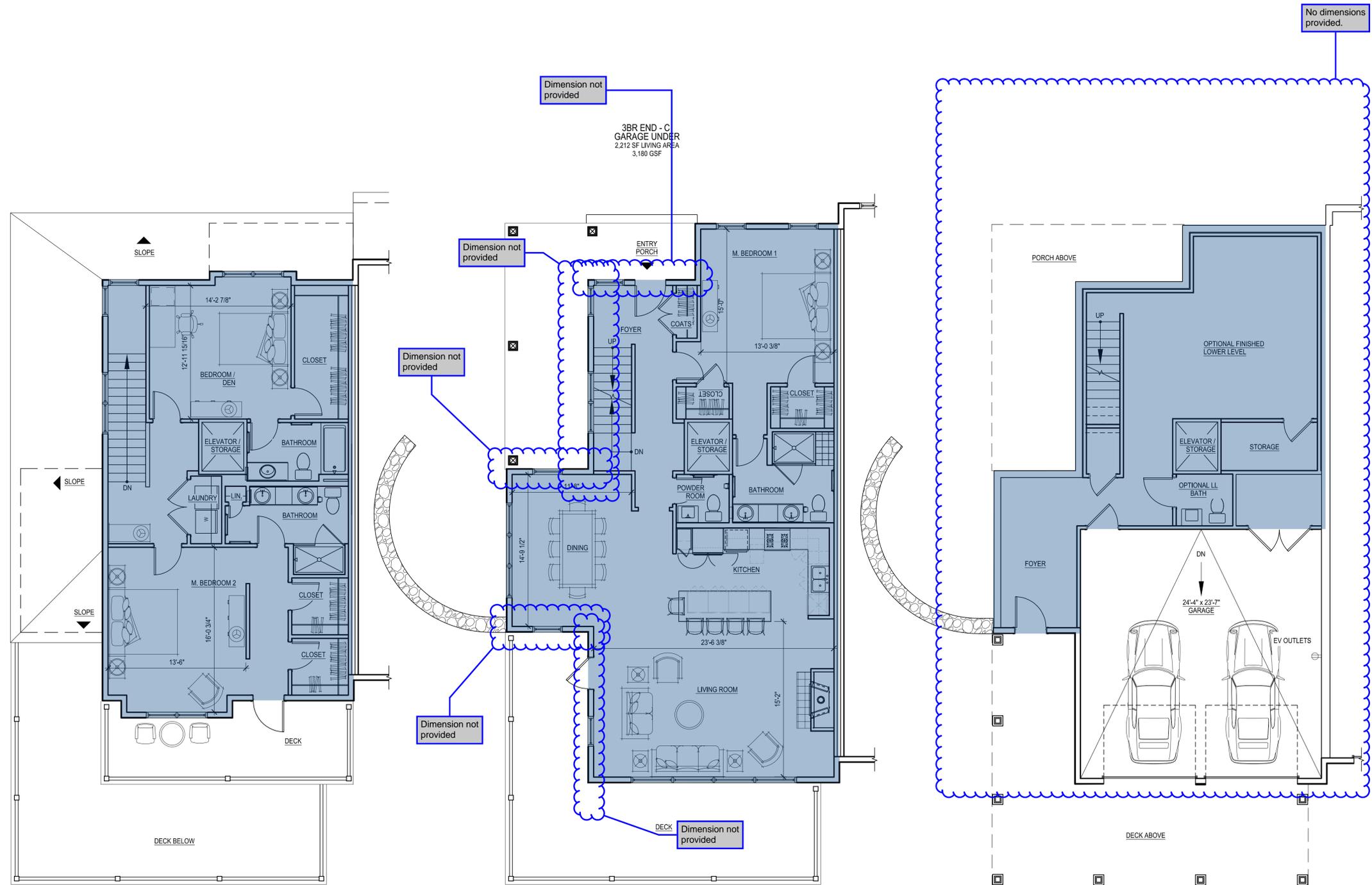
20073

Issue Date:

April 16, 2021

Sheet Number:

A2.09B



30 SECOND FLOOR PLAN
 SCALE: 3/16" = 1'-0"

20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"

10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

GFA - 3BR End C - Garage Under	
Floor	Sq Footage
Lower Level	806
1st	1,418
2nd	956
Total	3,180

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
- LIVING AREA: LIVING AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT ANY BASEMENT AREAS, GARAGES, UNFINISHED ATTIC AREAS, AND EXTERIOR PORCH OR DECK AREAS. LIVING AREA IS MEASURED TO THE INSIDE FACE OF EXTERIOR WALLS.

Consultant:

Revision:

1 07-20-2021

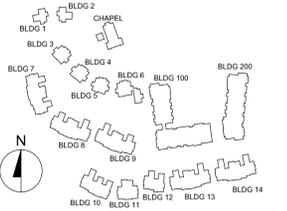
Architect of Record:

Drawn: N.B.

Checked: E.B./Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Bel Mont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR Single
 Unit Plans
 Living Area**

Project Number:

20073

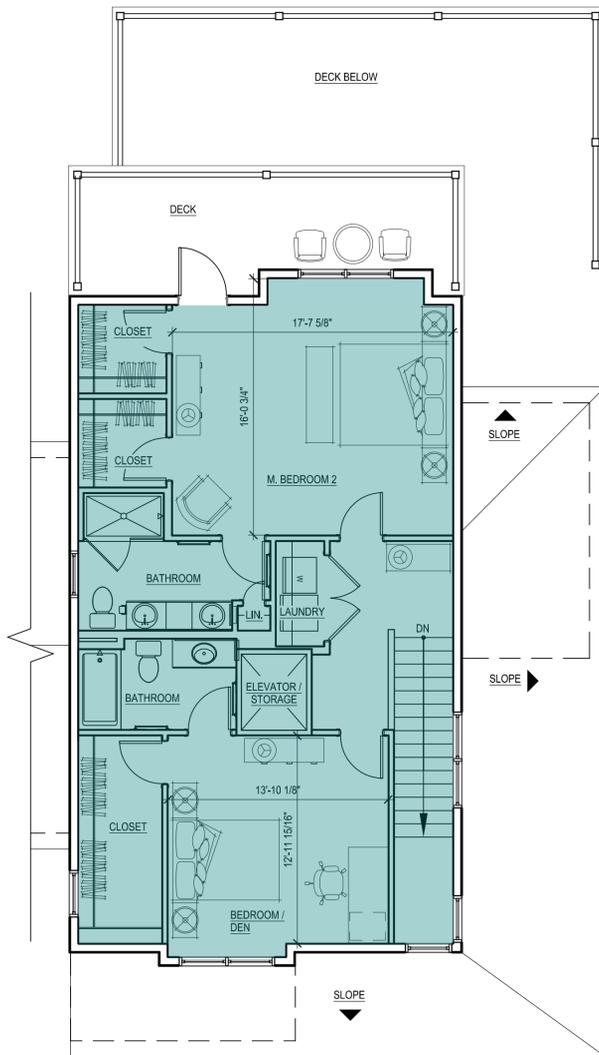
Issue Date:

April 16, 2021

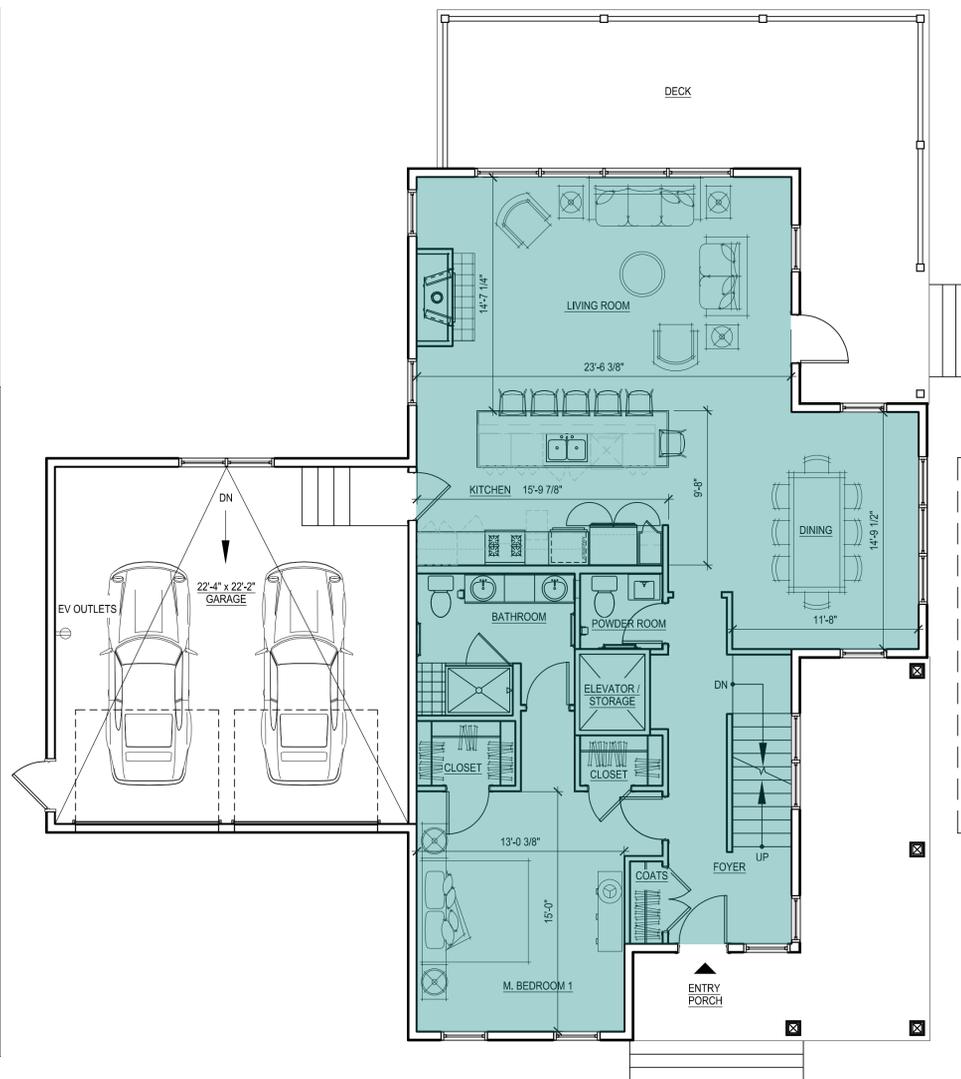
Sheet Number:

A2.10A

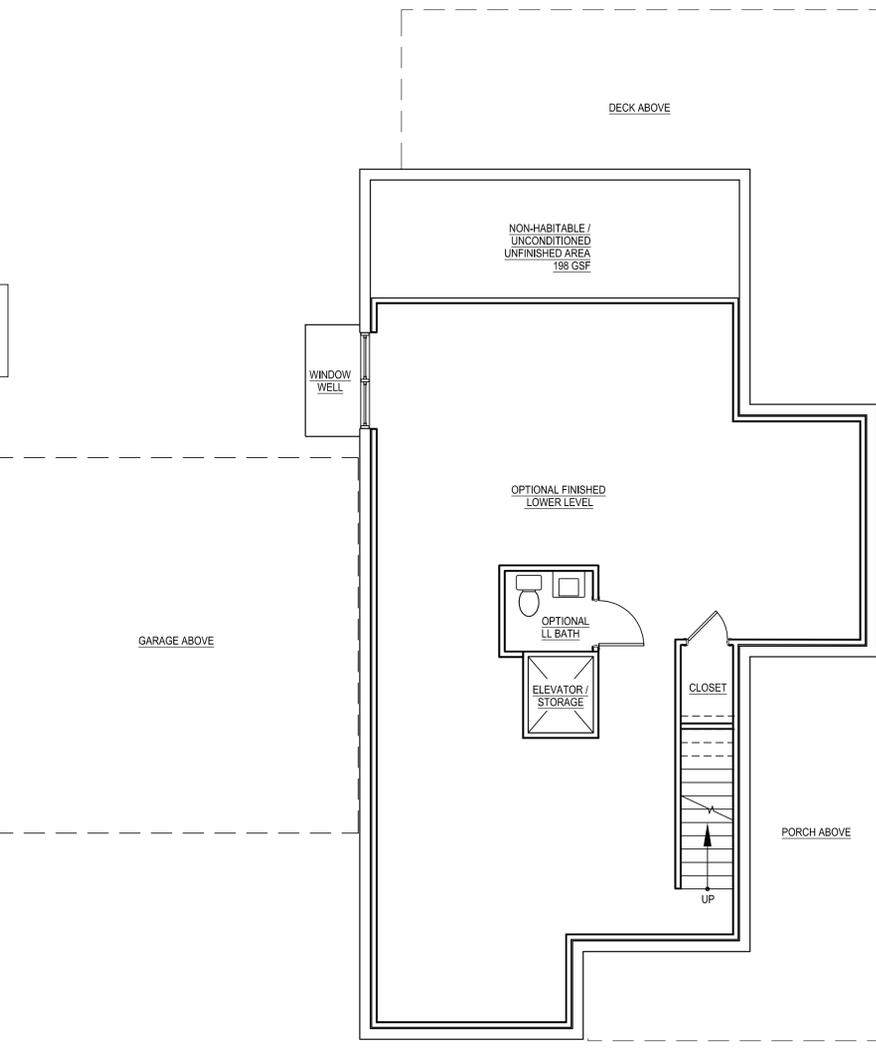
3BR
 SINGLE
 2,212 SF LIVING AREA
 3,590 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN LIVING AREA TABULATION

Living Area - 3BR Single	
Floor	Sq Footage
1st	1,319
2nd	893
Total	2,212

NOTES:

- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Consultant:

Revision:

1 07-20-2021

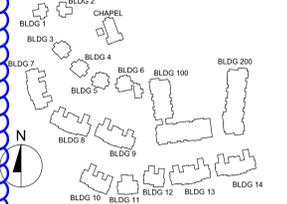
Architect of Record:

Drawn: N.B.

Checked: E.B./Y.Y.

Scale: 3/16" = 1'-0"

Key Plan:



Project Name:

**The Residences
 at Belmont
 Zone III
 McLean District
 Olmsted Drive, Belmont, MA**

Sheet Name:

**3 BR Single
 Unit Plans
 Gross Floor Area**

Project Number:

20073

Issue Date:

April 16, 2021

Sheet Number:

A2.10B

All Dimensions missing from this view.

Area missing from lower level calculation approximately 24'-6" x 8'-6" 208SF +/-

Dimension not provided can be calculated approx. 15'-9-1/2"

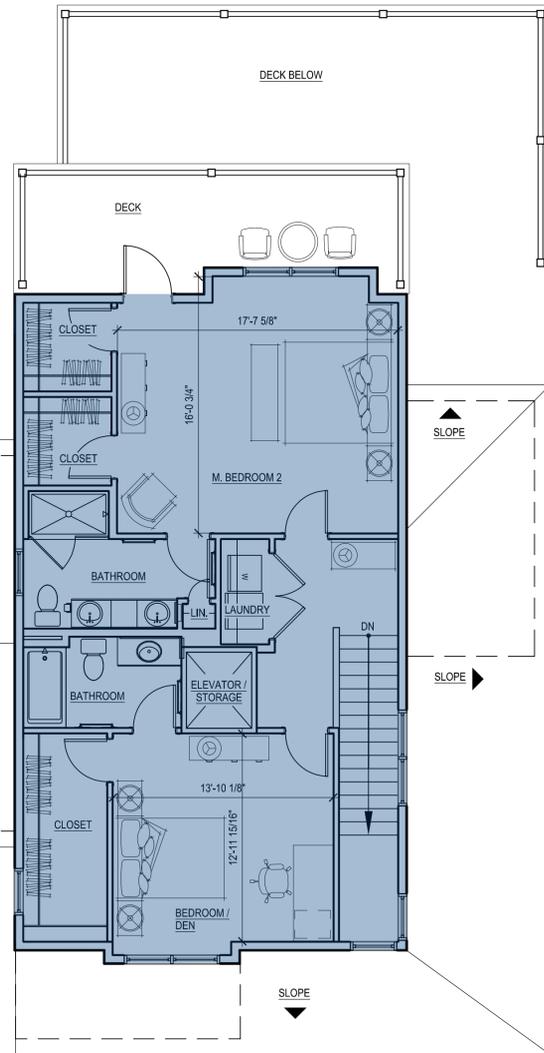
Dimension not provided inadequate information provided to calculate

Dimension not provided can't be calculated

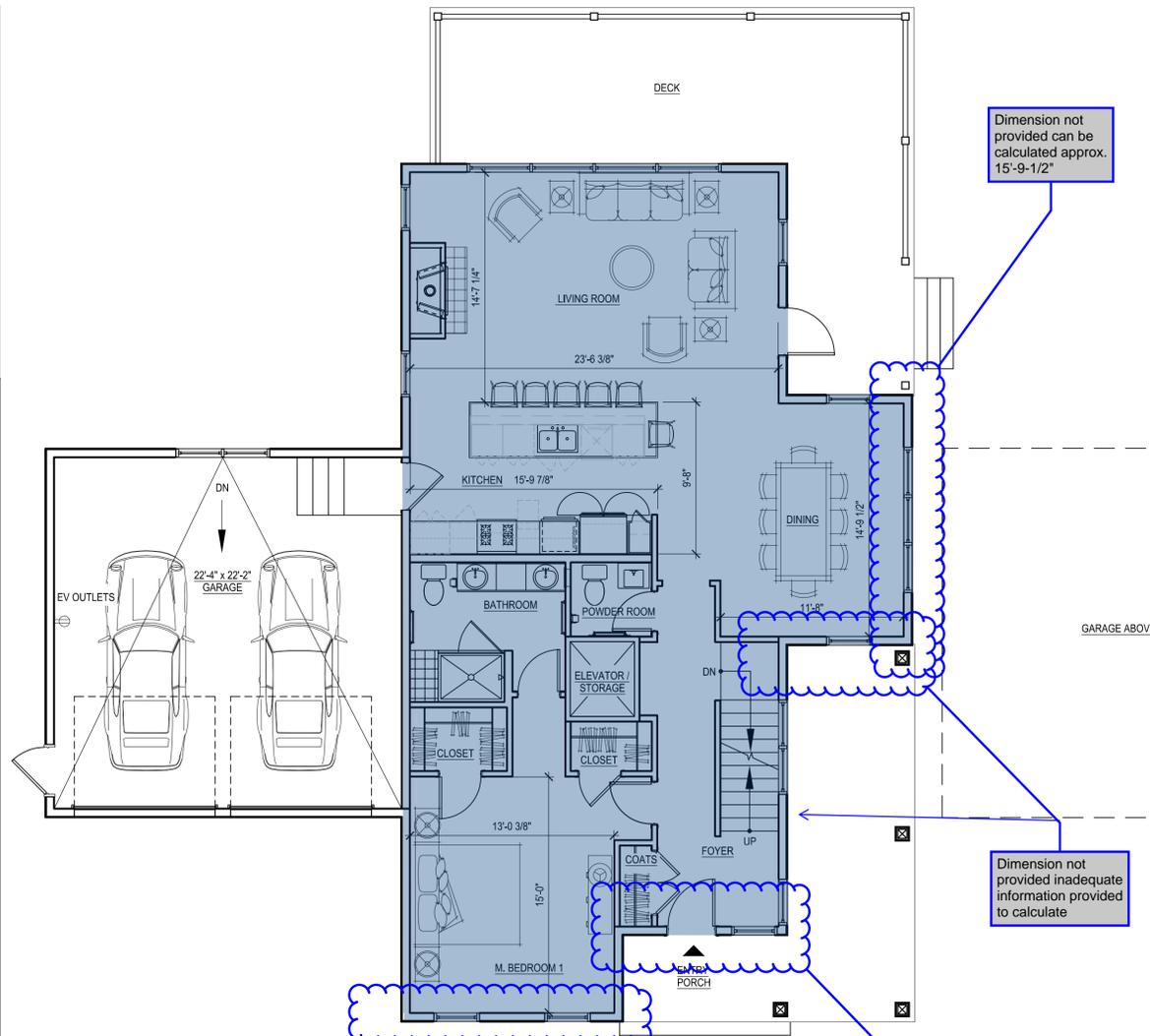
Dimension not provided, calculates approximately 14'-0"

Should be approximately 1,416

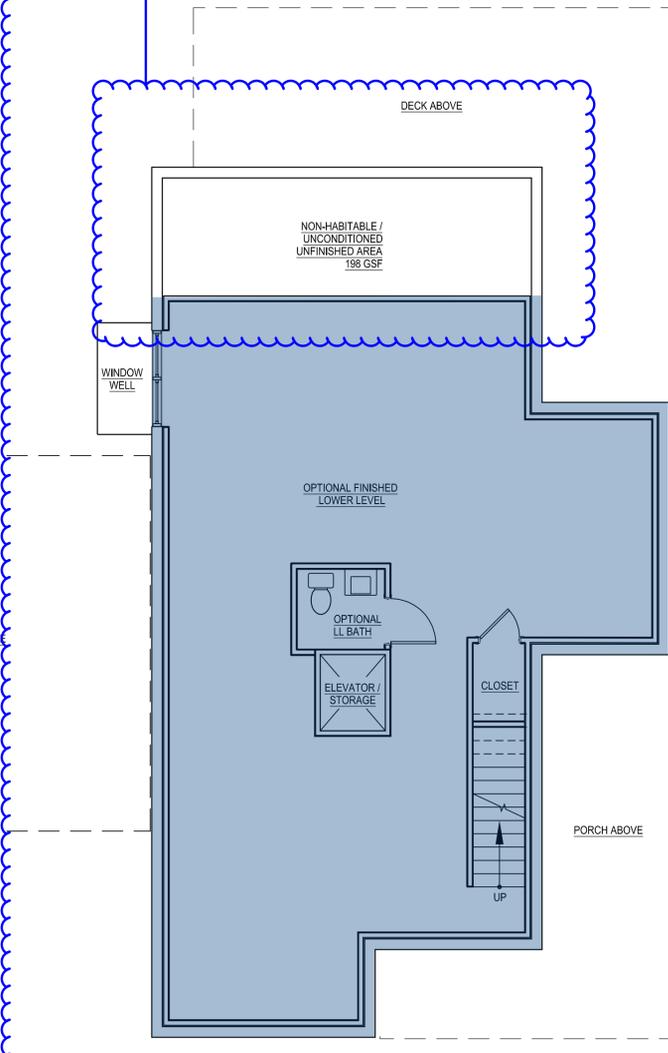
3BR SINGLE
 2,212 SF LIVING AREA
 3,590 GSF



30 LOFT FLOOR PLAN
 SCALE: 3/16" = 1'-0"



20 FIRST FLOOR PLAN
 SCALE: 3/16" = 1'-0"



10 LOWER LEVEL PLAN
 SCALE: 3/16" = 1'-0"

GSF - 3BR Single	
Floor	Sq Footage
Lower Level	1,208
1st	1,422
2nd	960
Total	3,590

INDICATES PORTIONS OF DWELLING UNIT INCLUDED IN GROSS FLOOR AREA TABULATION

- NOTES:
- GROSS FLOOR AREA: GROSS FLOOR AREA IS INCLUSIVE OF ALL AREAS OF THE UNIT EXCEPT GARAGES, UNFINISHED ATTIC AREAS, EXTERIOR PORCH OR DECK AREAS, AND PORTIONS OF THE BASEMENT THAT ARE NON-HABITABLE, UNCONDITIONED AND UNFINISHED. REFER TO THE FLOOR PLANS FOR THE EXTENT OF THE NON-HABITABLE BASEMENT AREAS. GROSS FLOOR AREA IS MEASURED TO THE OUTSIDE FACE OF EXTERIOR WALLS.
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Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, August 10, 2021 4:39 PM
To: Stephen Pinkerton
Cc: Hummel, Robert; mlowrie; 1989jke@gmail.com; TownClerk
Subject: McLean Zone 3 - Parking Subdistrict A
Attachments: Zone 3 Parking Evaluation.pdf

Stephen, Open Space Committee;

Per my last e-mail I am reviewing various issues related to Traffic to prepare for the upcoming meetings. In reviewing the plans related to parking several issues came up that impact both the roadway layout and potentially the Unit Architecture, so I thought I would send this along prior to the Board completing its discussions relative to Architecture.

Page 7 of the Transportation Impact Assessment prepared by Vanasse & Associates Inc. Dated April 2021, makes an affirmative statement that the proposed plans meet the parking requirements of Section 6B.3.1g. In reviewing this statement I found it to somewhat wildly off in its characterizing the plan as conforming to the By-Law. I believe the parking indicated in the submission by the Proponent does not meet either of the requirements for parking counts.

I am including the following materials for your review:

- A copy of Page 7 of the referenced VAI Report
- A copy of the current Zone 2 By-Law Section 6A.3.1 Maximum Number of Spaces,
- A copy of Section 6B.3.g the current Zone 3 "MOD03"
- An excel spreadsheet evaluating the allowed vs. indicated parking indicated in the Application
- A copy of a photo from Zone 2

Almost any way the numbers are considered the Parking Counts indicated in the Application considering the Site Plan and the Enlarged Unit Plans far exceed what the applicable language allows.

The Zone 2 language is very specific, for each unit it calls for two spaces in the Garage and for two outside spaces to be provided for each dwelling, along with 122 visitor spaces. In reviewing the As-Built condition of Zone 2 it appears that approximately 20% of the Units are in violation by having a driveway depth that allows for tandem parking (see photo), in contrast the number of visitor parking spaces is well below the allowed count at approximately 16, I don't know if the prior Board was aware of and approved these variances from the By-Law. I only bring this to your attention because my thought is that in lieu of considering the language in the new Zoning By-Law, Section 6B.3.1g, it appears the Proponent submitted designs pretty much consistent with the Zone 2 By-Law in lieu of the Zone 3 requirements.

The new Zoning By-Law allows up to two parking spaces per unit regardless of if they are inside or exterior of the buildings and allows for the addition of .3 additional spaces allowed per unit (12 total) for visitor spaces. From my standpoint the submitted plans include 114 parking spaces in excess of what is allowed in the By-Law. I came to the numbers on the spreadsheet for the on-grade parking spaces based on scaling the drawings and the dimensioned drawing of Building 8 viewed in the last meeting where the driveway depth from the street was dimensioned.

Aside from the finding of facts and the traffic report's assertion of compliance, I believe in general one of the shortcomings of Zone 2 is that the driveways in many instances are not of adequate depth to allow for a vehicle to park without blocking the path of travel for the accessible sidewalk., this should be considered and corrected in the design of Zone 3.

In addition I would like to point out a few other things for the Board to consider:

- The prior Zone 3 Plan had a remote parking area adjacent to the Upham Bowl that allowed for 20 parking spaces that supported public parking to the public open space, the new plan eliminates any access to the Public Open Space.
- The Submitted plan allows parking on Olmsted Drive, which is prohibited by the REA and I do not believe the Planning Board has jurisdiction or would want to get in the middle of a violation between the various Condominium Entities.
- The Plan does not have adequate space for service vehicles, such as lawn maintenance trucks, or staged moving trucks, which are prohibited to park on Olmsted Drive.
- The plan does not appear to indicate any snow storage space as required by 6B.6.2p and the associated Storm Water support of the snow storage area.

I am working to complete my review of the traffic issues and submitted materials. I should have something related to that for early next week.

I look forward to these items being discussed in the upcoming meetings.

Rob Eckert

INTRODUCTION

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Impact Assessment (TIA) to evaluate potential traffic impacts associated with a proposed residential development to be located off Olmsted Drive in Belmont, Massachusetts (the "Project"). This study evaluates the following specific areas as they relate to the Project:

- access requirements;
- ii) potential off-site improvements;
- iii) safety considerations; and
- identifies and analyzes existing and future traffic conditions, both before and after the Project.

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PROJECT DESCRIPTION

The project is located within Zone 3 of the McLean District and is projected to consist of a total of 150 residential units. The proposal entails construction of 40 for sale, age-restricted townhouse condominiums and 110 multi-family rental units comprised of 53 age-restricted units and 57 non-age restricted units. On-site parking will be provided for approximately 257 vehicles (165 parking spaces for the apartment buildings (1.5 spaces per unit), 80 spaces for the townhouse residents (2.0 spaces per unit), and 12 visitor spaces (0.3 spaces per unit). The proposed parking spaces comply with the *McLean Zone 3 Zoning Bylaw - Section 6B.3.1g and 6B.3.2.g* for allowed parking spaces per unit per subdistrict, as amended through the September 2020 Special Town Meeting Article. Access to the Project site is provided by Olmsted Drive. Olmsted Drive is an existing private, dead-end roadway which extends from an unsignalized intersection with Pleasant Street and serves Zone 3 and 4 parcels of the Mclean District.

see prior note on the count error.

See Attached Spreadsheet
Parking does not appear to comply

STUDY METHODOLOGY

This study was prepared in consultation with the Town of Belmont officials and in accordance with the MassDOT Guidelines for *Transportation Impact Assessment (TIA) Guideline*; and the standards of the Traffic Engineering and Transportation Planning professions for the preparation of such reports; and was conducted in three distinct stages.

The first stage involved an assessment of existing conditions in the study area, and included:

intended or used as the home or residence of three or more households, each in a separate dwelling unit, living independently of each other and which have a common right in halls, stairways, parking, and common area amenities.

- d) A pool, clubhouse, and other community facilities (such as but not limited to a community room, gym, library, business center, pet washing center, rooftop deck, maintenance building, trash/recycling facility) may be allowed as accessory uses, provided that such facilities shall not made be available to people other than residents of Subdistricts A and B and their visitors.

6B.2.3 Existing Access Limitations

The access limitations contained within Section 6A.3.3 of the Zoning By-Law shall apply to the MDZ3OD. Vehicular access to the Residential Subdistricts and the McLean Institutional Subdistrict shall be via Mill Street, except in case of emergency access. Vehicular access to the Senior Living Subdistrict, the Research and Development Subdistrict, and the MDZ3OD shall be via Pleasant Street, except in case of emergency access.

Shuttle bus access may be allowed between Zones within the McLean District provided that McLean Hospital and the homeowner associations from each of the Zones that the shuttle bus passes through enter into a written agreement allowing for such access.

6B.2.4 Reuse of the Chapel Building

A bonus density of two dwelling units shall be granted based on rehabilitation and reuse of the Chapel Building, provided that its rehabilitation and reuse is consistent with the United States Secretary of the Interior's Standards and Guidelines for Rehabilitation, subject to review as defined in Subsection 6B.5.1. Such units may be constructed within either Subdistrict or both, subject to Sections 6B.2 and 6B.3 and excluding Section 6B.4 and provided that the total number of additional units does not exceed two. If the bonus units are located in Subdistrict B, the units shall be non-age-restricted. The total square footage and bedroom count limitation of the bonus units shall not count towards the total allowed square footage and/or bedroom count within that designated Subdistrict.

6B.3 Performance and Design Standards

All development projects proposed within the MDZ3OD shall require Design and Site Plan Review by the Planning Board, as provided for in Section 6B.6, to ensure conformance with the following Performance and Design Standards (unless waived by the Planning Board as provided herein):

6B.3.1 Subdistrict A - Performance and Design Standards:

- a) No townhouse dwelling unit shall consist of more than three bedrooms and the average number of bedrooms for all units in Subdistrict A shall not exceed 2.6 (rounding up). Any separate room in any unit that is not a living room, home office/den, or an equipped kitchen and is shown on a plan as being for other than bedroom use but which, because of location, size, or arrangement, could be used or adapted for use as a bedroom shall be considered as a bedroom for purposes of this provision. No attic, loft, or other storage or similarly usable space shall be used as, or altered to, create bedroom space, nor shall the design or construction facilitate such use or alteration.
- b) No townhouse dwelling unit shall exceed 3,600 square feet of Gross Floor Area, inclusive of basement area whether or not finished but exclusive of unfinished garage, unfinished

attic area and exterior porch or deck areas. No townhouse dwelling unit shall exceed 2,400 square feet of living area, exclusive of any basement area, unfinished garage, unfinished attic area, and exterior porch or deck areas. A total Gross Floor Area of 144,000 square feet is allowed based on 40 dwelling units of new construction, excluding the dwelling units allowed under Subsection 6B.2.4.

c) Setbacks, Height.

Minimum Setbacks (Feet)			Maximum Height	
Front	Side	Rear	Feet	Stories
10	10	10	36	2.5

1. Minimum setback shall be from the buildings to the Zone 3 Subdistrict boundary line. No parking areas may be placed within such setbacks.
2. For the purposes of this Subsection 6B.3.1, each townhouse dwelling unit shall be considered a separate building for the purpose of determining Height hereunder. For the purposes of only this Subsection 6B.3.1 (c), "Height" shall mean the vertical distance from the average finished grade adjoining the building at all exterior walls to the highest point of the roof. No flat or shed roofs shall be allowed on buildings or building elements of more than one story.

d) Retaining walls shall be no higher than ten feet.

e) Fences shall be no higher than four feet.

f) Minimum open space shall be 40% of lot area. Maximum lot coverage shall be 30% of lot area. Maximum impervious surface coverage shall be 60% of lot area. For the purposes of this Section 6B, "impervious surface coverage" shall mean the total area of all surfaces including buildings, parking lots, driveways, and sidewalks that reduce or prevent the absorption of stormwater into land.

g) No more than two parking spaces shall be allowed per dwelling unit (including any dwelling unit designated to be in Subdistrict A under Subsection 6B.2.4), consisting of a mix of surface and garage parking spaces, plus no more guest/visitor spaces than three-tenths (.3) times the number of townhouse dwelling units (rounding up). Parking spaces shall only be used by residents of Subdistrict A and their visitors and guests.

6B.3.2 Subdistrict B - Performance and Design Standards:

- a) A maximum of 10% of the total number of units shall be set aside for 3-bedroom units. The mix of smaller units shall be consistent with the purposes of Subsection 6B.1.1.
- b) A total gross floor area of 250,000 square feet shall be allowed based on 110 dwelling units of new construction, excluding the dwelling units allowed under Subsection 6B.2.4.
- c) Setbacks, Height.

6A.3 Parking and Access Requirements

6A.3.1 Maximum Number of Spaces.

Accessory parking for the uses allowed in the Residential Subdistricts, the Senior Living Subdistrict, the Research and Development Subdistrict, the McLean Institutional Subdistrict, and the Cemetery Subdistrict shall be allowed provided that such parking may not exceed the limits set out in the following table.

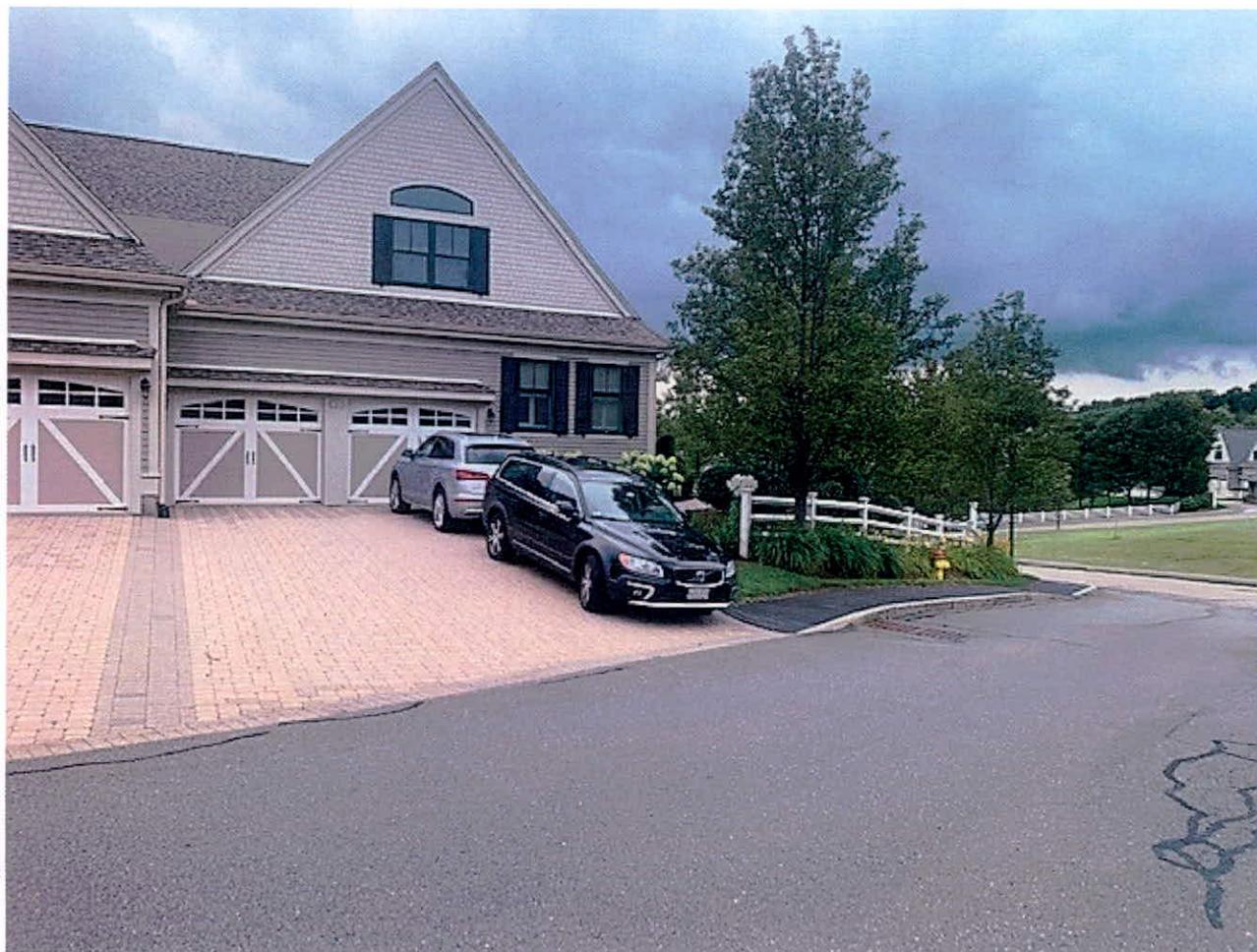
Residential Subdistricts	Two inside parking spaces and two outside parking spaces per dwelling and 122 parking spaces for guests.
Senior Living Subdistrict	One parking space per unit and 50 parking spaces for staff and guests.
Research and Development Subdistrict	Three and one-half parking spaces per 1,000 square feet of gross floor area.

ZONE 2 - PARKING

Zone 3 Parking Space Review
 Subdistrict A - Townhouses

Allowed Spaces:	
No more than two parking spaces shall be allowed per dwelling unit (including any dwelling unit designated to be in Subdistrict A under Subsection 6B.2.4), consisting of a mix of surface and garage parking spaces,	
40 x 2 = 80	80
no more guest/visitor spaces than three tenths (.3) times the number of townhouse dwelling units	
40 x .3 = 12	12

Building	Dwelling Unit	Garage	Grade	Total
#1	1	2	2	4
#2	2	2	4	6
#3A	3	2	2	4
#3B	4	2	2	4
#4A	5	2	2	4
#4B	6	2	2	4
#5A	7	2	2	4
#5B	8	2	2	4
#6A	9	2	2	4
#6B	10	2	2	4
#6C	11	2	2	4
#7A	12	2	2	4
#7B	13	2	4	6
#7C	14	2	4	6
#7D	15	2	4	6
#8A	16	2	4	6
#8B	17	2	4	6
#8C	18	2	4	6
#8D	19	2	2	4
#9A	20	2	2	4
#9B	21	2	4	6
#9C	22	2	4	6
#9D	23	2	2	4
#10A	24	2	2	4
#10B	25	2	4	6
#10C	26	2	4	6
#11A	27	2	2	4
#11B	28	2	2	4
#12A	29	2	4	6
#12B	30	2	4	6
#13A	31	2	2	4
#13B	32	2	2	4
#13C	33	2	4	6
#13D	34	2	2	4
#14A	35	2	2	4
#14B	36	2	4	6
#14C	37	2	4	6
#14D	38	2	3	5
		76	109	185
Chapel Unit 1	39	2	4	6
Chapel Unit 2	40	0	2	2
	40	2	6	8
Parking Spaces Total			EXCEEDS ALLOWED	193
Visitor Spaces				
Olmsted*			6	6
Driveway 1			3	3
Driveway 2			4	4
			13	13
Visitor Spaces Total			EXCEEDS ALLOWED	13
* Note: Parking on Olmsted Drive is prohibited				



Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, August 17, 2021 9:57 AM
To: Stephen Pinkerton
Cc: Hummel, Robert; Select Board Mailbox; Paolillo, Mark; TownClerk; JKE 0069
Subject: Fwd: McLean Zone 3 - Traffic Discussions
Attachments: Traffic section_9_1Notes081221annotated Pages.pdf; Traffic Cottage Road.pdf

Begin forwarded message:

From: Robert Eckert <rwe011960@gmail.com>
Date: August 17, 2021 at 9:55:33 AM EDT
To: Robert Eckert <robe@pmrllc1.com>
Subject: McLean Zone 3 - Traffic Discussions

Dear Mr. Pinkerton and Selectboard Members,

As I understand the Planning Board may progress discussions to include Traffic at tonight's meeting I am herewith transmitting my notes and comments on the materials submitted by the Proponent which are posted on the Board's website under tab 9. I have sent prior notes regarding parking and a list of items of concern related to safety issues, the notes herein should be considered in addition to those comments and are specifically related to the materials referenced. I am attaching annotated pages from the VAI report with detailed notes. The following outlines major areas of concern:

Traffic Monitoring Program:

The April 2021 report prepared by Vanessa & Associates Inc. to some extent restates and modifies the existing Traffic Monitoring and Mitigation Agreement (TMMA) entered between the Town of Belmont and McLean Hospital. The TMMA is intended to be an in-force and binding agreement on all the development phases on the McLean campus, it does not seem that modification of the TMMA should be considered by the Planning Board unilaterally as the Select Board executed the Agreement. Specific examples of the variances include but are not limited to the following: the specific allowed traffic counts contained in the TMMA are referenced in the new language as "Goals", in the TMMA they are definitive standards. The new language omits the monetary penalties for violations of the TMMA, The TMMA requires specific mitigation including closing-off parking spaces, wherein the revised language waters down the requirements to more of what I would describe as a 'best-efforts' approach.

The existing TMMA is an agreement which effects all abutters and neighbors that are subject to traffic increases created by the redevelopment of McLean Hospital, I don't see any reason the section proposed by the Proponent should be considered by the Board, I don't recall it being discussed in the prior approvals of the Zone 3 overlay district. In contrast to what is proposed the actual TMMA should be referenced as a legal requirement as the Zoning by-law currently states in section 6A.4r and 6A.4 XII.

It should be noted that the commencement of the development of Zone 3 triggers the traffic monitoring of the Hospital (McLean Drive) as well as the monitoring of Olmsted Drive, the Hospital has undergone one expansion (2013?) and is currently anticipating expanding the Arlington School which is referenced in the TMMA. The parties including the Sale t Board should pause and review the status of the TMMA in light of further development at McLean.

Traffic Trip Generation:

In general the trip generation calculation method utilized by the proponent is using the ITE calculation method, many Towns are moving away from this approach as a first pass towards a comparative analysis approach as it is currently understood that recent changes like Uber, Amazon, Peapod and other "to-the-door" services and the associated trips they generate are not reflected through the ITE 10th Edition. Not too long ago Wellesley required Northland Development to submit a comparative analysis in their review of a proposed project on Great Plain Avenue that is currently under construction, this approach should not be foreign to the Proponent.

In looking at the actual numbers that were calculated in the report using the ITE method it appears that the unit counts and categories utilized are somewhat in error and are inconsistent with the plans and summaries prepared by TAT. The data seems to exclude the Waverly Woods Development. Based on the summaries provided by TAT the Project Architect there are two single family detached Townhouses, these units would fall under ITE category 251 Senior Adult Housing - Detached, there are 38 Townhouses that would remain as category 252 Senior Adult Housing - Attached. There are 112 apartment units not 110 (the two bonus units are in the plans as being built in the Apartment Buildings), 54 of the Apartments would be categorized as 252 Senior Adult Housing - Attached and the remaining 58 would fall under ITE 221 Multi-Family mid-rise (non-age restricted). The error in these counts/catagories effect basically all the math in all the traffic studies. The current trip rates appear to be based on lower unit counts and categories with lower trip rates than should be applied. Looking pretty deep into the back-up provided for the calculations there are unexplained reduction factors within some of the calculations, an example includes the reduction to the calculated trips by 25.370 which does not appear to be explained.

Another item which seems missing in the trip generation models, the traffic turning studies, and traffic signal analysis is the Waverly Woods Neighborhood,

40 units of affordable housing on Olmsted Drive on land obtained from McLean as part of the development. These 40 units would be an ITE category 220 Multi-Family Low Rise with a trip generation factor of 7.32. Although actual traffic counts were obtained on Olmsted Drive, they do not appear to have been grossed up by 40% recommended by VAI for corrections due to Covid in this instance, and the actual calculated numbers appear missing in the turn studies, turning diagrams, and Traffic Signal Study.

Parking Counts:

The parking Counts for zone A seem significantly off and non-compliant with the Zoning by-law, see prior e-mail.

Traffic Flow (Project Access section):

We remain concerned that the revised plan for the Apartment Buildings increases the traffic counts running past the abutters from Woodlands II from the plan approved at Town Meeting. Previously there were two buildings with two parking garages, the lower building having access from the lower road. The current plan has three buildings with one parking garage and while this seems like a more advantageous plan for the developer it has negative impacts to the abutters, the traffic variance between the two plans has not been presented or discussed in any detail. The weekday morning peak hour traffic diagram indicated in Figure 6 detailing 16 vehicles per hour is not believable, even when corrected for the 112 apartments. By comparison the peak hour morning trips from the 62 units on Cottage Road for the same time period was documented at 43 trips. Although Cottage Road is not age-restricted it is almost entirely occupied by age-qualified residents at the time of the traffic study.

The currently proposed plan modifies the locations for. Cross walks from the prior approved plan (Senior Living Plans) Stop signs on Olmsted Drive at crosswalks should be considered to slow traffic proceeding down the hill to Pleasant Street.

The submitted plan is silent regarding a school bus stop, while Olmsted Road is a private road with public access, where and how will bus traffic be addressed, there is no Accessible walk to the public way currently in the development. As a development containing rental affordable units won't bus service be required to be provided to residents with school age children?

Regards,

Robert Eckert

Transportation Impact Assessment

McLean Zone 3 Residential Development
Belmont, Massachusetts

Prepared for:

Northland Residential Corporation
Concord, Massachusetts

April 2021

Prepared by:

 **Vanasse &
Associates inc**
Transportation Engineers & Planners

35 New England Business Center Drive
Suite 140
Andover, MA 01810

EXECUTIVE SUMMARY

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Impact Assessment (TIA) to assess the potential traffic impacts associated with the proposed residential development located off Olmsted Drive in Belmont, Massachusetts (the “Project”). This study evaluates the following specific areas as they relate to the Project:

- Access requirements;
- Potential off-site improvements;
- Safety considerations;
- Identifies and analyzes existing and future traffic conditions, both with and without the Project;
- Traffic Signal Warrant Analysis (TSWA) for the intersection of Pleasant Street at Olmsted Drive; and,
- Monitoring and Compliance.

PROJECT DESCRIPTION

The project is located within Zone 3 of the McLean District and is projected to consist of a total of 150 residential units. The proposal entails construction of 40 for sale, age-restricted townhouse condominiums and 110 multi-family rental units comprised of 53 age-restricted units and 57 non-age restricted units. Original parking will be provided for approximately 125, including 105 parking spaces for the apartment buildings (1.5 spaces per unit), 80 spaces for the townhouse residents (2.0 spaces per unit), and 12 visitor spaces (0.3 spaces per unit). The proposed parking spaces comply with the *McLean Zone 3 Zoning Bylaw - Section 6B.3.1g and 6B.3.2.g* for allowed parking spaces per unit per subdistrict, as amended through the September 2020 Special Town Meeting Article. Access to the Project site is provided by Olmsted Drive. Olmsted Drive is an existing private, dead end roadway which extends from an unsignalized intersection with Pleasant Street and serves Zone 3 and 4 parcels of the McLean District.

112 multi-family rental units, 54 Age restricted, 58 non-restricted (TAT Summary Sheet T0.02

Parking Space counts seem incorrect, see prior correspondence dated 08.10.2021. I think this report did not account for the 78 interior parking spaces and approximately 17 driveways that have adequate depth for tandem parking.

EXISTING CONDITIONS

A comprehensive field inventory of traffic conditions on the study area roadways was conducted in December 2020. The field investigations consisted of an inventory of existing roadway geometrics, traffic volumes, operating characteristics, posted speed limits and land use information within the study area. The study area for the Project was selected to focus on the major roadways providing access to the Project site.

Existing Traffic Volumes

In order to determine existing traffic-volume demands and flow patterns within the study area, manual turning movement counts (TMCs) and automatic traffic recorder counts (ATRs) were conducted on Tuesday, November 10, 2020. The TMC counts at Trapelo Road with Pleasant Street were conducted during the weekday morning (7:00 to 9:00 AM) and weekday evening (4:00 to 6:00 PM) peak periods. The TMC counts at the Olmsted Drive intersection with Pleasant Street were conducted from 7:00 AM to 7:00 PM. The ATR was placed on Pleasant Street, east of Olmsted Drive for a 48-hour count. These time periods were selected for analysis purposes as they are representative of the peak-traffic-volume hours for both the Project and the adjacent roadway network.

In order to account for COVID-19 travel restrictions, historic traffic count data conducted in April 2018¹ and November 2019² in the same study area were analyzed. It is important to note that the 2018 data were obtained from the earlier town wide traffic study conducted by the Town of Belmont. Using the historic 2018 and 2019 data of the study periods, the November 2020 weekday morning and evening peak-hour volumes were found to be approximately 40 percent lower. The traffic counts that form the basis of this assessment have been/are adjusted upward by 40 percent in order to provide an appropriate and conservative estimate of roadway operating conditions. It is important to note that in order to establish a 2021 Baseline condition, the November 2020 existing traffic volumes were grown by 1.0 percent per year.

Pleasant Street, east of Olmsted Drive was found to accommodate approximately 12,175 vehicles on an average weekday (24-hour, two-way volume), with approximately 949 vehicles per hour (vph) during the weekday morning peak hour and 1,148 vph during the weekday evening peak hour. The predominant flow on Pleasant Street during the weekday morning and evening peak hours is in the westbound direction.

A review of the peak-period traffic counts indicates that the weekday morning peak hour generally occurs between 7:30 and 8:30 AM with the weekday evening peak hour generally occurring between 4:30 and 5:30 PM.

FUTURE CONDITIONS

Traffic volumes within the study area are assumed to be consistent with State traffic study background traffic growth rates (discussion follows). The 2028-year traffic-volume projections incorporated identified specific development by others expected to be complete by 2028, as well as general background traffic

This logic seems flawed, effectively we're taking 20 YO data, and increasing it by 1%/ year, there needs to be a more accurate way to find out if that is an accurate representation of the growth that has occurred. This could be significantly off as we're assuming flat growth and allowing the same added traffic load that was anticipated 20 years ago as well.

¹Town of Belmont – Town Wide Traffic Study by BSC group, April 2019.

²Transportation Impact Assessment, Proposed Marijuana Dispensary, Belmont MA, VAI, February 2020.

growth as a result of development external to the study area and presently unforeseen projects. Anticipated project-generated traffic added to these future conditions reflect 2028 Build conditions with the Project.

Site-Generated Traffic Volumes

The proposal entails construction of 40 for sale, age-restricted townhouse condominiums and 110 multi-family residences comprised of 53 age-restricted units and 57 non-age restricted units. In order to estimate the trip-generation characteristics of the proposed development, the Institute of Transportation Engineers (ITE) *Trip Generation* manual³ for ITE Land Use Code (LUC) 221, *Multifamily Housing (Mid-Rise)* and LUC 252 *Senior Adult Housing* were used to project traffic volume of the Project. Adjustments were applied to account for transit usage.

The proposed 150 housing units are expected to generate approximately 610 vehicle trips on an average weekday (two-way, 24-hour volume), with 36 vehicle trips (11 vehicles entering and 25 exiting) expected during the weekday morning peak hour and 46 vehicle trips (26 vehicles entering and 20 exiting) expected during the weekday evening peak hour.

See prior notes on unit counts and notes on page 17 and table 4

Trip Distribution and Assignment

The directional distribution of site-generated trips to and from the proposed development was determined based on a review of existing travel patterns at the study area intersections. In summary, 40 percent will arrive and depart the site to/from Pleasant Street to the east, 15 percent will arrive and depart the site to/from Trapelo Road to the north, and 45 percent will arrive and depart the site to/from Trapelo Road to the south.

TRAFFIC OPERATIONS ANALYSIS

In order to assess the impact of the proposed residential on the Project area roadway network, traffic operations analyses were performed at the study intersections under:

- 2021 Baseline condition Existing,
- 2028 No-Build, and
- 2028 Build conditions.

The addition of site-related traffic will result in a measurable, but not a significant, impact on overall operations at the signalized study intersection.

OLMSTED DRIVE/PLEASANT STREET TRAFFIC SIGNAL WARRANT ANALYSIS

Under all Existing and Future conditions analyzed, the intersection of Pleasant Street at Olmsted Drive does not meet any criteria requiring the installation of a traffic signal at this intersection; therefore, the installation of a traffic signal is not recommended. The Traffic Signal Warrant Analysis section starts on page 29 of this report.

³*Trip Generation*, 10th Edition; Institute of Transportation Engineers; Washington, DC; 2017.

No stop signs called out on Olmsted Drive at Pedestrian crosswalks

Parking spaces indicated on Olmsted Drive (6) are prohibited.

RECOMMENDATIONS

A transportation improvement program has been developed that is designed to provide safe and efficient access to the Project and provide measures to reduce the Project vehicle trip generation and in turn congestion in the study area. The following recommendations are noted with regard to Project access and Transportation Demand Management (TDM) measures.

Project Access

Access to the Project site will be provided by way of private access driveways from the development site to Olmsted Drive. The following recommendations are offered with respect to the design and operation of the Development site driveway.

- Improved Olmstead Drive through striping of travel lanes and centerlines, with signage provided where appropriate. Vehicles exiting the Project site onto Olmsted Drive should be placed under STOP-sign control (Manual on Uniform Traffic Devices (MUTCD)⁴ R-1), with a painted STOP bar included.
- Any landscaping or building features near the new intersections and driveways should be limited to 24 inches in height or should be located out of the lines of sight for motorists.
- Snow windrows within sight triangle areas will be promptly removed where such accumulations would impede sight lines.

Off-Site Improvements

Olmsted Drive at Pleasant Street (Route 60)

Have not seen a snow management plan?

In order to improve definition for vehicle movements, it is recommended that Olmstead Drive be improved through striping of travel lanes and centerlines. A painted STOP bar is also recommended to accompany the existing STOP-sign currently present at the intersection.

Transportation Demand Management (TDM) Plan

As is the case with many developments, a major focus of the traffic mitigation plan focuses on the reduction of single-occupant vehicles arriving and departing to and from the site. This is accomplished by developing a comprehensive TDM strategy. The proponent is supportive of the development of a balanced multimodal transportation plan to serve the residents when demand is warranted, and the provision of such service is economically feasible. The major features of this TDM plan that support this commitment are as follows:

- The property management team will assign a transportation coordinator to focus on coordinating transportation aspects of the Project with the Town and the promotion of alternative modes of transportation to and from the site.

Economically feasible to whom? There is a specific requirement that the Development mitigate traffic above a prescribed threshold, it is a liability to the developer and not subject to economic standard. Section II of the TMMA.

⁴Manual on Uniform Traffic Control Devices (MUTCD), Federal Highway Administration, Washington, DC, 2003.

These provisions all seem to take place in the future post occupancy and sale of the property and these seem to be a "Best-Efforts Approach", the Town should be assured that this language does not dilute the requirements of the TMMA.

- While currently there is no Transportation Management Association (TMA) responsible for the Project area, the Applicant is willing to consider providing funds to initiate a TMA for the area.
- A “welcome packet” will be provided to residents detailing available public transportation services, bicycle and walking alternatives, and commuter options available.
- The Project Management Team is committed to coordinate with area shuttle services to provide site connections to the downtown areas, recreational centers, and public transportation connections.
- In order to encourage the use of public transportation, the property management team will make available public transportation schedules which will be posted in a centralized location for the residents. Transit screens/displays will be provided in the building lobby to display real-time transportation information (similar to <https://transitscreen.com>).
- To encourage car/vanpooling, the property management team will identify car/vanpool resources that may be available to residents of the proposed Project. This information will be posted in a centralized location for the residents, employees and visitors.
- The property management team will provide information on available pedestrian and bicycle facilities in the vicinity of the Project site. This information will be posted in a centralized location.
- Bicycle racks will be provided on-site both inside and outside the buildings.

The Project proponent will investigate the implementation of these traffic reduction strategies and will work with the Town to implement such programs.

TMMA - TRAFFIC MONITORING PROGRAM

To ensure compliance with the Traffic Monitoring and Mitigation Agreement (TMMA), the proposed Zone 3 development in conjunction with the proposed Zone 4 development shall be subject to a post occupancy traffic monitoring reporting to the Town of Belmont, including the following features:

- Data collected for the traffic monitoring program will include traffic volume entering and existing the proposed Research and Development subdistrict and the Senior Living subdistrict developments. The monitoring will involve continuous Automatic Traffic Recorder (ATR) counts on a daily basis (Data will be collected in 15-minute increments). Data shall be retained for at least one year from the data of collection.
- A “Weekly Sampling Report” shall mean a data collection report providing monitoring results over five consecutive, non-holiday weekdays, summarized by on hour intervals and by daily totals. The morning and evening peak hour volumes or each weekday will be determined, and average morning and evening peak hour volumes will be determined for

This is different than the signed Agreement, why would the Town agree to a different plan at this point if it doesn't recognize the changes in use etc. By way of example this revised program including the subsequent paragraph leaves out the monetary payments for violations. It also fails to recognize the inability to limit single family home-owners to give up parking spaces as required in the current Agreement. The current plan 'in-force' has specific requirements and definitive actions that work in a commercial environment, what is being proposed here is very subjective.

Keep language in the current TMMA

- Within six months after the issuance of a building permit for a structure for the Proposed Project, a TDM plan shall be submitted to the Town.
- Within thirty days of a project located within the Research and Development subdistrict or the Senior Living subdistrict reaching a 90% occupancy level, or one year after certificate of occupancy has been issued, whichever is earlier, the proponent shall coordinate with the Town Engineer to provide a Weekly Sampling Report. The Town engineer will designate which week the data should be collected. After the determination of the week the sampling report shall be submitted to the town within seven days.

TMMA - RECOURSE ACTIONS

The proponent will take additional actions to manage site traffic conditions should the weekly sampling report indicate that the performance goals are not being met. Triggers requiring further action include:

- Either the morning or evening average peak hour trip generation rate exceeds the permitted rate.
- The average daily trip total exceeds the permitted rate.

Additional actions that may be implemented if the performance criteria are not met may include but are not limited to:

- Prepare and submit to the Town Engineers an updated TDM plan.
- Use diligent efforts to implement such plan as soon as possible.

The proponent will provide follow-up weekly sampling reports to the Town engineer until no further violation exists. If a weekly sampling report contains a violation, then the proponent shall pay the town of Belmont a traffic mitigation payment. If the weekly sampling report continues to show violations for two weeks, then Belmont may restrict the number of parking spaces which can be used during the morning and evening peak hour to the extent that Town Engineer determines is needed to correct the violations. If two consecutive months follow-up weekly sampling reports indicate that average trip generation is below the permitted rate, the Town will return full control of parking to the proponent. The proponent will be obligated to file follow-up weekly sampling reports for one month after full control of parking has been returned.

CONCLUSIONS

Overall, the proposed Project will result in a measurable but not significant impact on overall operations. With the implementation of the above recommendations, safe and efficient access will be provided to the planned development and the development can be constructed with minimal impact to the area.

Vague-Speculative.

Keep language in the current TMMA

Mitigation section needs to remain unchanged.

INTRODUCTION

Vanasse & Associates, Inc. (VAI) has prepared this Transportation Impact Assessment (TIA) to evaluate potential traffic impacts associated with a proposed residential development to be located off Olmsted Drive in Belmont, Massachusetts (the “Project”). This study evaluates the following specific areas as they relate to the Project:

- access requirements;
- ii) potential off-site improvements;
- iii) safety considerations; and
- identifies and analyzes existing and future traffic conditions, both on and off the Project.

see prior note on the count error.

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PROJECT DESCRIPTION

The project is located within Zone 3 of the McLean District and is projected to consist of a total of 150 residential units. The proposal entails construction of 40 for sale, age-restricted townhouse condominiums and 110 multi-family rental units comprised of 52 age-restricted units and 57 non age restricted units. On-site parking will be provided for approximately 257 vehicles (165 parking spaces for the apartment buildings (1.5 spaces per unit), 80 spaces for the townhouse residents (2.0 spaces per unit), and 12 visitor spaces (0.3 spaces per unit). The proposed parking spaces comply with the *McLean Zone 3 Zoning Bylaw - Section 6B.3.1g and 6B.3.2.g* for allowed parking spaces per unit per subdistrict, as amended through the September 2020 Special Town Meeting Article. Access to the Project site is provided by Olmsted Drive. Olmsted Drive is an existing private, dead-end roadway which extends from an unsignalized intersection with Pleasant Street and serves Zone 3 and 4 parcels of the Mclean District.

See Attached Spreadsheet
Parking does not appear to comply

STUDY METHODOLOGY

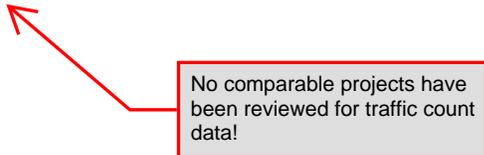
This study was prepared in consultation with the Town of Belmont officials and in accordance with the MassDOT Guidelines for *Transportation Impact Assessment (TIA) Guideline*; and the standards of the Traffic Engineering and Transportation Planning professions for the preparation of such reports; and was conducted in three distinct stages.

The first stage involved an assessment of existing conditions in the study area, and included:

- An inventory of roadway geometrics
- Pedestrian facilities
- Observations of traffic flow
- Review of safety characteristics along area roadways
- The collection of daily and peak-period traffic counts.

In the second stage of the study, future traffic conditions were projected out and analyzed. Specific travel demand forecasts for the Project were assessed along with future traffic demands due to expected traffic growth independent of the Project. A seven-year time horizon was selected for analyses consistent with State guidelines for the preparation of TIAs. The traffic analysis conducted in stage two identifies existing or projected future roadway capacity, traffic safety, and site access issues.

The third stage of the study presents and evaluates measures to address traffic and safety issues, if any, identified in stage two of the study.



EXISTING CONDITIONS

A comprehensive field inventory of existing conditions within the study area was conducted in December 2020. The field investigation consisted of inventorying existing roadway geometrics, pedestrian facilities, traffic volumes, operating characteristics, posted speed limits, and land use information for the major roadways providing access to the Project. The study area for the Project is listed below and graphically depicted on Figure 1.

1. Trapelo Road (Route 60) at Pleasant Street (Route 60)
2. Olmsted Drive at Pleasant Street (Route 60)

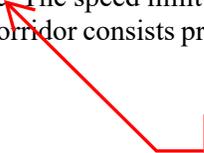
The following describes the study area roadway and intersections:

GEOMETRY

Roadways

Pleasant Street (Route 60)

Pleasant Street (Route 60) is a two-lane local arterial roadway under the jurisdiction of the Town of Belmont which traverses the study area in a general north-south orientation, providing access between Trapelo Road to the south and the Town of Arlington to the north. Within the study area, Pleasant Street provides a single 12-foot wide travel lane in each direction with an 4-foot shoulder provided along both sides of the corridor. In the vicinity of the Project site, on-street parking is prohibited along both sides of the corridor. A sidewalk is provided along the eastern side of the corridor, adjacent to the Project site. The speed limit on Pleasant Street is not posted in the vicinity of the Project. Land use along the corridor consists primarily of a mix of commercial and residential properties.



Its on the opposite of the street and inaccessible from the site.

Seasonal Adjustment

In order to determine whether traffic volumes collected in November are representative of average annual conditions, historical traffic data collected by MassDOT was examined. Based on a review of this data, it was found that November traffic volumes are approximately 1 percent above average-month conditions. In order to provide a conservative analysis, November traffic count were not adjusted downward.

Traffic Adjustment

In order to account for the reduction in traffic volumes caused by COVID-19 travel restrictions, historic traffic count data conducted in April 2018⁵ and November 2019⁶ in the same study area was reviewed. It is important to note that the 2018 data were obtained from the earlier town wide traffic study conducted by the Town of Belmont. Based upon this comparison, the November 2020 weekday morning and evening peak-hour volumes were found to be approximately 40 percent lower. The traffic counts that form the basis of this assessment were adjusted upward by 40 percent in order to provide an appropriate and conservative estimate of roadway operating conditions. It is important to note that in order to provide a 2021 Baseline condition, the November 2020 existing traffic volumes were grown by 1.0 percent per year.

The 2021 Baseline condition traffic volumes are summarized in Table 1, with the weekday morning and evening peak-hour traffic volumes graphically depicted on Figure 3.

What basis is there that 3% growth is realistic given the surge in building in the area?

**Table 1
EXISTING ROADWAY TRAFFIC-VOLUME SUMMARY**

Location	Daily Volume (vpd) ^a	Weekday Morning Peak Hour (7:30– 8:30 AM)			Weekday Evening Peak Hour (4:30 – 5:30 PM)		
		Volume (vph) ^b	Percent of Daily Traffic ^c	Predominant Flow	Volume (vph)	Percent of Daily Traffic	Predominant Flow
Pleasant Street east of Olmsted Drive	12,175	949	7.8	52% WB	1,148	9.4	52% WB

^aAverage daily traffic in vehicles per day (vpd) based on ATR counts collected in November 2020 (increased by 40 percent year to represent COVID adjustment and increased by 1 percent year to represent 2021 exiting condition).

^b Manual TMCs conducted in November 2020.

^cThe percent of daily traffic that occurs during the peak hour.
WB= westbound.

Where are the actual ATR Counts?

As reflected in Table 1, Pleasant Street east of Olmsted Drive was found to accommodate approximately 12,175 vehicles on an average weekday (24-hour, two-way volume), with approximately 949 vph during the weekday morning peak hour and 1,148 vph during the weekday morning peak hour. The predominant flow on Pleasant Street during the weekday morning and evening peak hour is in the westbound direction.

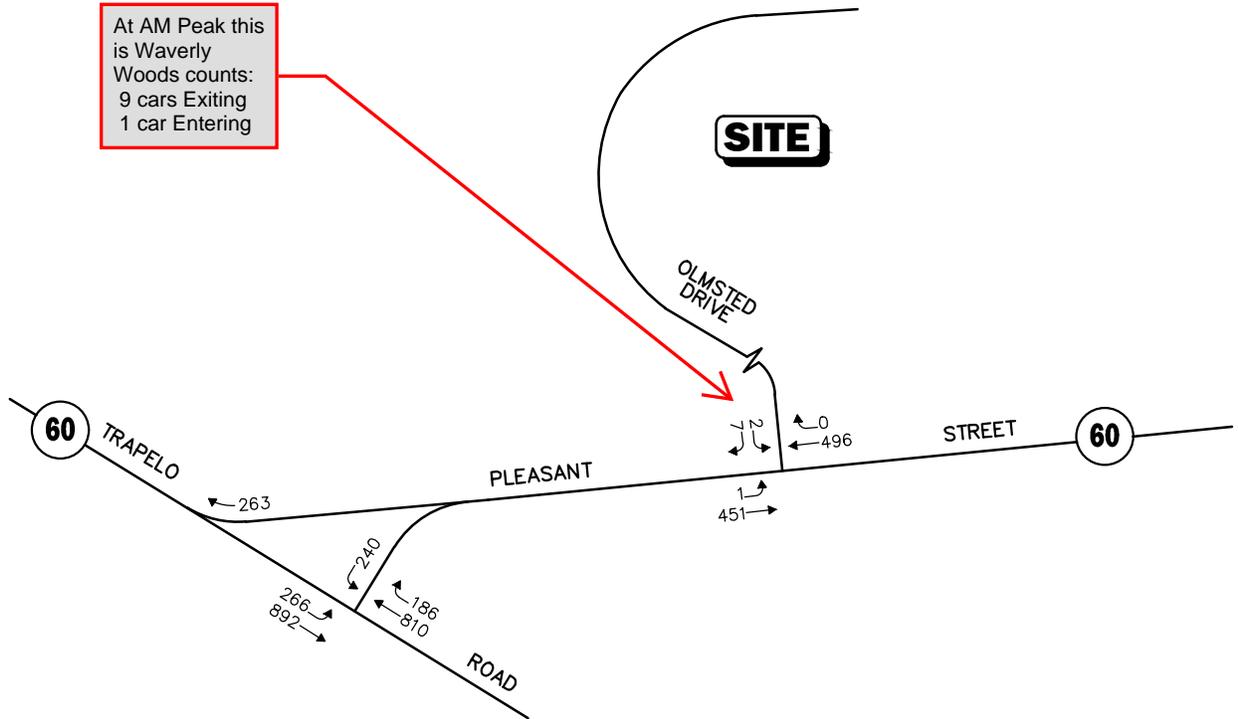
Evening Peak Hour??

⁵Town of Belmont – Town Wide Traffic Study by BSC group, April 2019.

⁶Transportation Impact Assessment, Proposed Marijuana Dispensary, Belmont MA, VAI, February 2020.

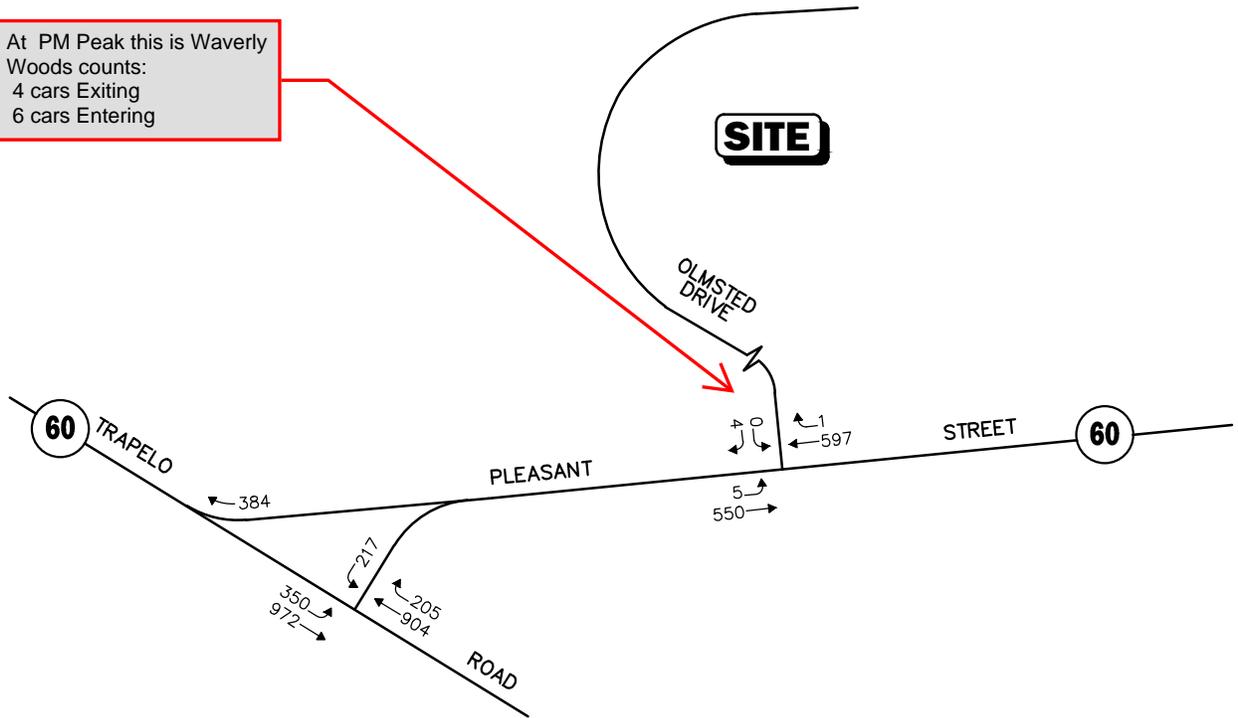
WEEKDAY MORNING PEAK HOUR (7:30 - 8:30 AM)

At AM Peak this is Waverly Woods counts:
9 cars Exiting
1 car Entering



WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM)

At PM Peak this is Waverly Woods counts:
4 cars Exiting
6 cars Entering



Not To Scale



Figure 3

2021 Existing Conditions
Weekday
Peak Hour Traffic Volumes

As summarized in Table 3, the intersection of Pleasant Street with Trapelo Road experienced the highest frequency of accidents over the five-year review period with a total of 49 accidents reported at the intersection, averaging 9.8 accidents per year. The majority of the accidents involved property damage only (37 out of 49), occurred on dry pavement (38 out of 49), were during daylight (40 out of 49), and involved angle-type and rear-end collisions (34 out of 49). The motor vehicle crash rate for this location exceeds MassDOT's average crash rate for signalized intersections in this MassDOT District (District 4). No fatalities were reported at any of the study area intersections over the five-year period reviewed. The intersection of Pleasant Street at Trapelo Road appears on the high crash location database and is included on MassDOT's HSIP listing as a high crash location. Designated as an HSIP location allows for MassDOT to prioritize funding for safety-related improvements in a specific region of the state. According to the MassDOT RSA database, no RSAs have been conducted at this location.



This supports installing a crosswalk at the intersection of Olmsted and Pleasant Street.

The Bradford has opened since the traffic counts were done and is ramping up occupancy, there are also several large projects coming on line in Waltham east on Trapelo Road.

SPECIFIC DEVELOPMENT BY OTHERS

The Town of Belmont was contacted to determine if there are any planned or approved specific development projects within the area that would have an impact on future traffic volumes at the study intersections. Based on these discussions, the following project was identified in the immediate area of the Project site, including a proposed marijuana facility to be located at 1010 Pleasant Street (Route 60).

- **1010 Pleasant Street - Proposed Marijuana Facility** - This project entails the repurposing of approximately 4,150 square feet (sf) of commercial space within a multi-tenant commercial building located at 1010 Pleasant Street in Belmont, Massachusetts. The Project also includes the reconfiguration of the existing parking field in order to provide a total of 25 spaces for employees and customers of the facility. Traffic volumes associated with this project were obtained from the traffic study prepared for the facility and were added to the No-Build volumes (see distribution in Appendix).

No other developments were identified at this time that are expected to result in an increase in traffic within the study area beyond the general background traffic growth rate.

ROADWAY IMPROVEMENT PROJECTS

The Town of Belmont Planning Department was contacted to determine if there were any planned roadway improvement projects expected to be completed within the study area. Based on these discussions, no improvements are planned beyond general maintenance.

NO-BUILD TRAFFIC VOLUMES

The 2028 No-Build peak-hour traffic-volume networks were developed by applying the 1 percent per year compounded annual background traffic growth rate to the 2021 Baseline condition peak-hour traffic volumes plus the identified background development. The resulting 2028 No-Build weekday morning and evening peak-hour traffic-volume networks are shown on Figure 4.

PROJECT-GENERATED TRAFFIC

The Town is working on preliminary efforts to improve the intersection of Mill Street at Concord Avenue and Concord Avenue at Winter Street as identified in the TMA Section II - E. Both of these intersections are backed up in both the AM and PM.

The proposal entails construction of 40 age-restricted townhouse style condominiums and 110 multi-family residences including 53 age-restricted units and 57 non-age restricted units. In order to estimate the trip-generation characteristics of the proposed development, the ITE Trip Generation manual⁷ ITE LUC 221, *Multifamily Housing (Mid-Rise)* and LUC 252, *Senior Adult Housing* were used. Trip-generation calculations were performed for a typical weekday, as well as the weekday morning and weekday evening peak hours, the critical time periods for project-related traffic activity. Based on the Commuting Characteristics by Sex of the 2015-2019 American Community Survey 5-Year Estimation, approximately 22 percent of residents who live in Belmont (Census Tract 3577 Middlesex County) travel to work by either transit or walk trips. Due to the site's proximity to public transportation and for purposes of this study, a conservative 5 percent non-auto trip reduction was assumed for the age-restricted units and 10 percent non-auto trip reduction was assumed for the non-age restricted units. The expected vehicle-trip generation is

112

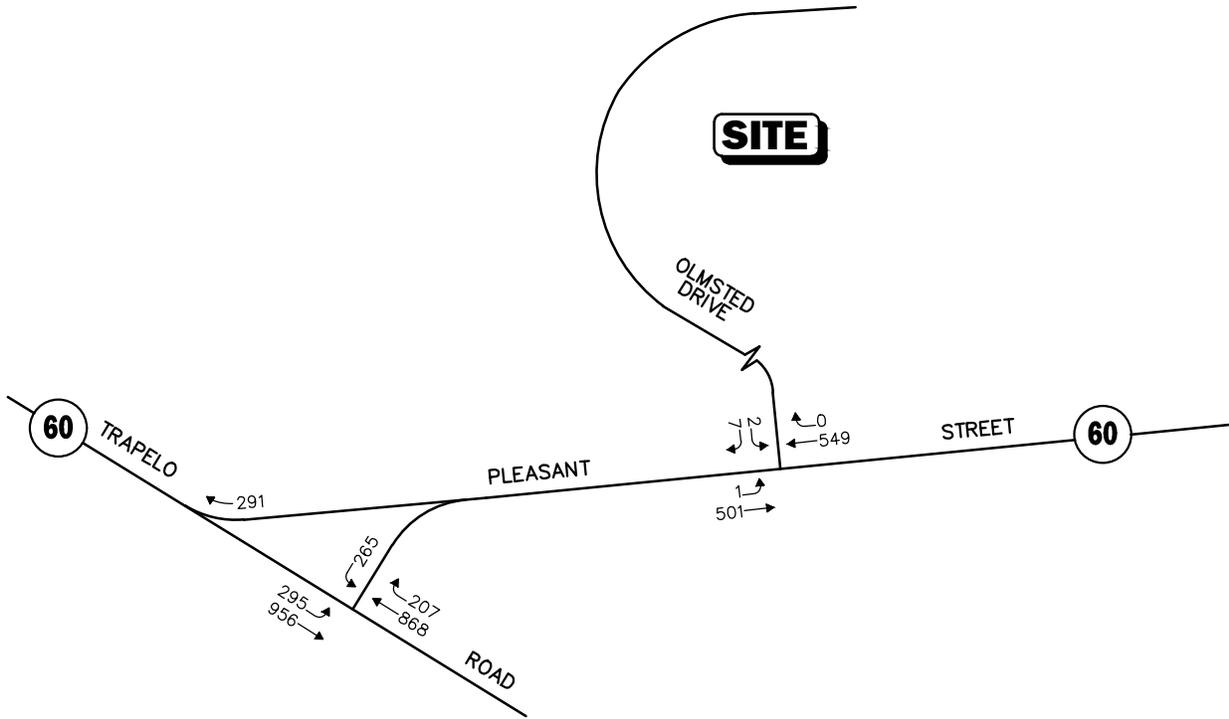
⁷Ibid 3.

54 58

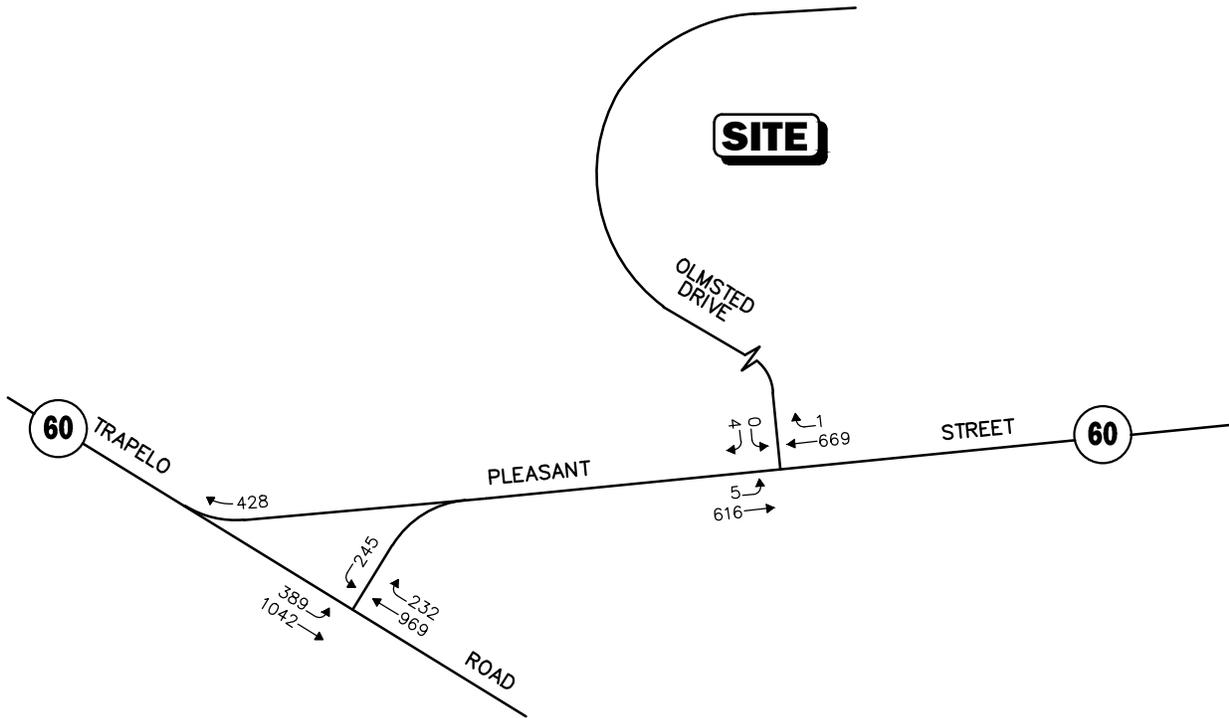
I don't agree that this is conservative, the trip rate for Age-Restricted is 3.70 adjusted down from 5.4 a 30% discount, which is primarily based upon non-working/non-commuters in the age group, taking an additional 5% is a duplication of a discount already built into the rate.

252 is for Senior Attached there are 38. 251 is for Senior Detached there are 2.

WEEKDAY MORNING PEAK HOUR (7:30 - 8:30 AM)



WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM)



Not To Scale



Figure 4

2028 No-Build Conditions
Weekday
Peak Hour Traffic Volumes

summarized in Table 4.

See attached worksheet

92

58

Add category for the 2 detached Townhouse units table ITE 251

**Table 4
TRIP-GENERATION SUMMARY**

Time Period/Direction	ITE Senior Housing			ITE Multifamily Housing			TOTAL	Total New trips
	(93 Units) ^a	Transit Reduction Trips (5%)	Total	(57 Units) ^b	Transit Reduction Trips (10%)	Total		
Average Weekday	348.49	17.42	331.07	308.90	30.89	278.01	609.08	610
<i>Weekday Morning Peak Hour:</i>								
Entering	6.45	0.32	6.13	5.34	0.53	4.81	10.94	11
Exiting	<u>11.97</u>	<u>0.60</u>	<u>11.37</u>	<u>15.18</u>	<u>1.52</u>	<u>13.66</u>	25.03	25
Total	18.42	0.92	17.50	20.52	2.05	18.47	35.97	36
<i>Weekday Evening Peak Hour:</i>								
Entering	13.27	0.66	12.61	15.30	1.53	13.77	26.38	26
Exiting	<u>11.31</u>	<u>0.57</u>	<u>10.74</u>	<u>9.78</u>	<u>0.98</u>	<u>8.80</u>	19.54	20
Total	24.58	1.23	23.35	25.08	2.51	22.57	45.92	46

^aBased on ITE LUC 252, *Senior Adult Housing*.

^bBased on ITE LUC 221, *Multifamily Housing (MidRise)*.

As can be seen in Table 4, the proposed 150 housing units are expected to generate approximately 610 vehicle trips on an average weekday (two-way, 24-hour volume), with 36 vehicle trips (11 entering and 25 exiting) expected during the weekday morning peak hour and 46 vehicle trips (26 entering and 20 exiting) expected during the weekday evening peak hour.

TRAFFIC MONITORING AND MITIGATION AGREEMENT (TMMA)

In order to set up a goal for the McLean development a Traffic Mitigation and Monitoring Agreement (TMMA) was outlined in November of 1999. The TMMA includes trip-generation estimations for Zone 3 in which the proposed project is located. Trip-generation estimates for the proposed 150 housing units were compared to the TMMA limits. The comparison is summarized in Table 5.

This is a miss-characterization there is an executed TMMA in force, its not a "GOAL".

**Table 5
PROJECT TRIP-TMMA LIMIT COMPARISON**

Time Period/ Direction	150 Housing Units (Vehicle Trips)	TMMA (Vehicle Trips)
Average Weekday	610	1,148
Weekday Morning Peak Hour	36	36
Weekday Evening Peak Hour	46	92

TRIP DISTRIBUTION AND ASSIGNMENT

The directional distribution of the site-generated trips to and from the Project was determined based on a review of existing travel patterns at the study area intersections and Journey-to-work data for Belmont obtained from the United States Census Bureau.⁸ The trip distribution for the Project is summarized in Table 6 and graphically depicted on Figure 5.

**Table 6
TRIP-DISTRIBUTION SUMMARY**

Roadway	Direction (To/From)	Percentage (To/From)
Trapelo Road	North/West	15%
Trapelo Road	South/East	45%
Pleasant Street	East	40%
TOTAL		100%

Based on these distribution patterns the weekday morning and evening peak-hour site-generated traffic volumes were assigned on the study area roadway network as shown on Figure 6.

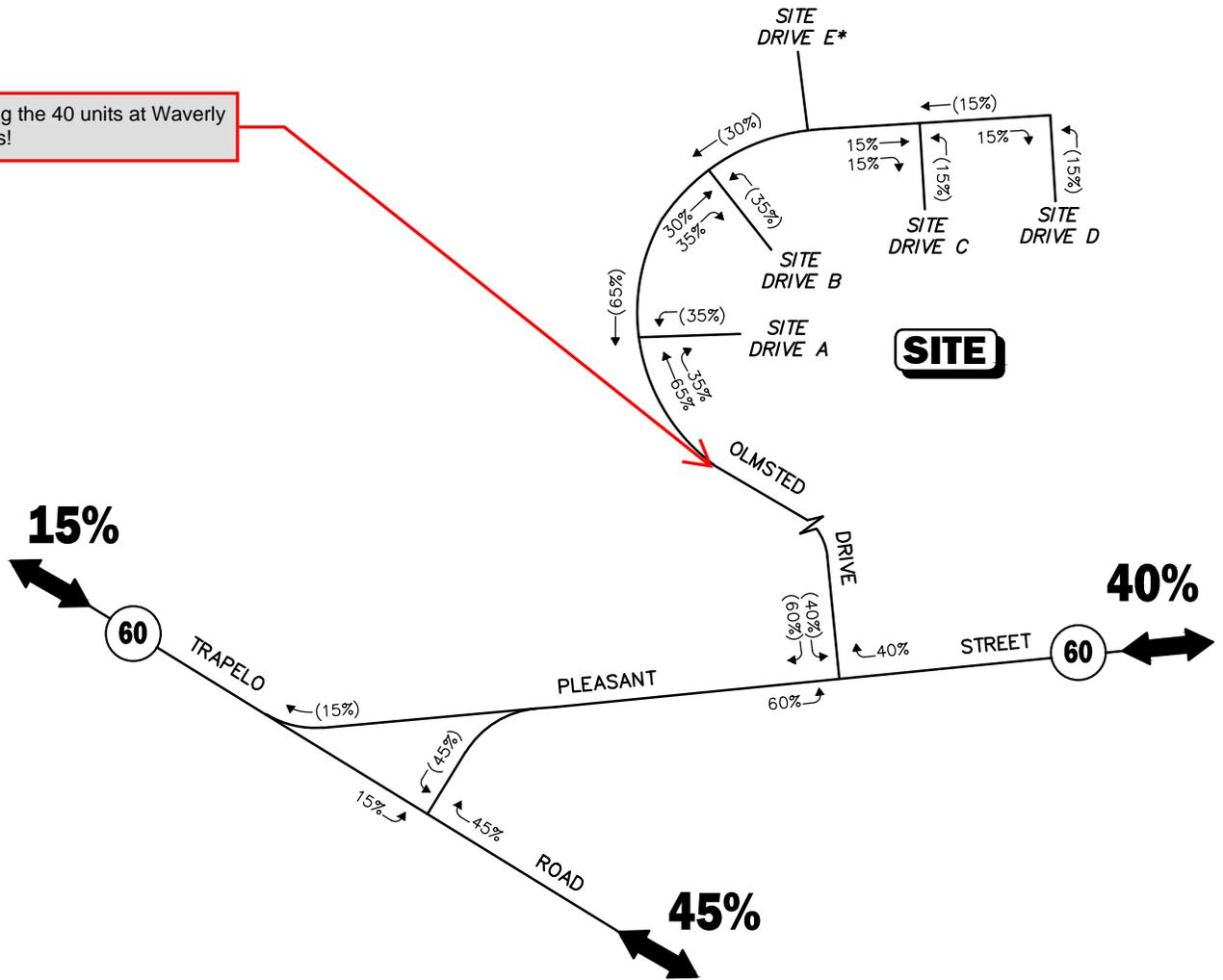
FUTURE TRAFFIC VOLUMES - BUILD CONDITION

The 2028 Build condition networks consist of the 2028 No-Build traffic volumes, plus the proposed 150 housing units traffic added to them. The 2028 Build weekday morning and evening peak-hour traffic-volume networks are graphically depicted on Figure 7. A summary of peak-hour projected traffic-volume increases external to the study area that is the subject of this assessment is shown in Table 7. These volumes are based on the expected increases from the Project.

Table 7

⁸ 2011-2015 5-Year American Community Survey; U.S. Census Bureau; 2019.

Missing the 40 units at Waverly Woods!



 NOTE: * Traffic Associated with Townhouse Building 1
Not To Scale

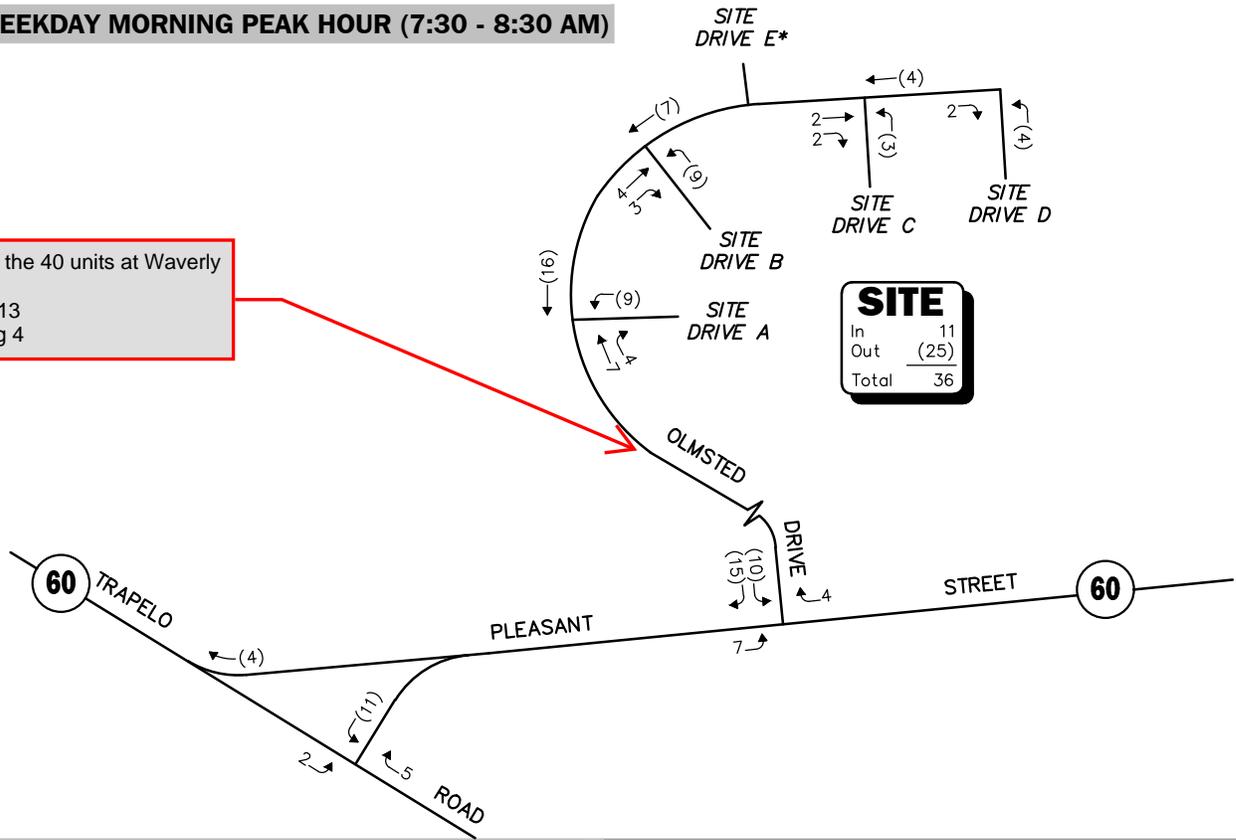
Figure 5

Trip Distribution Map



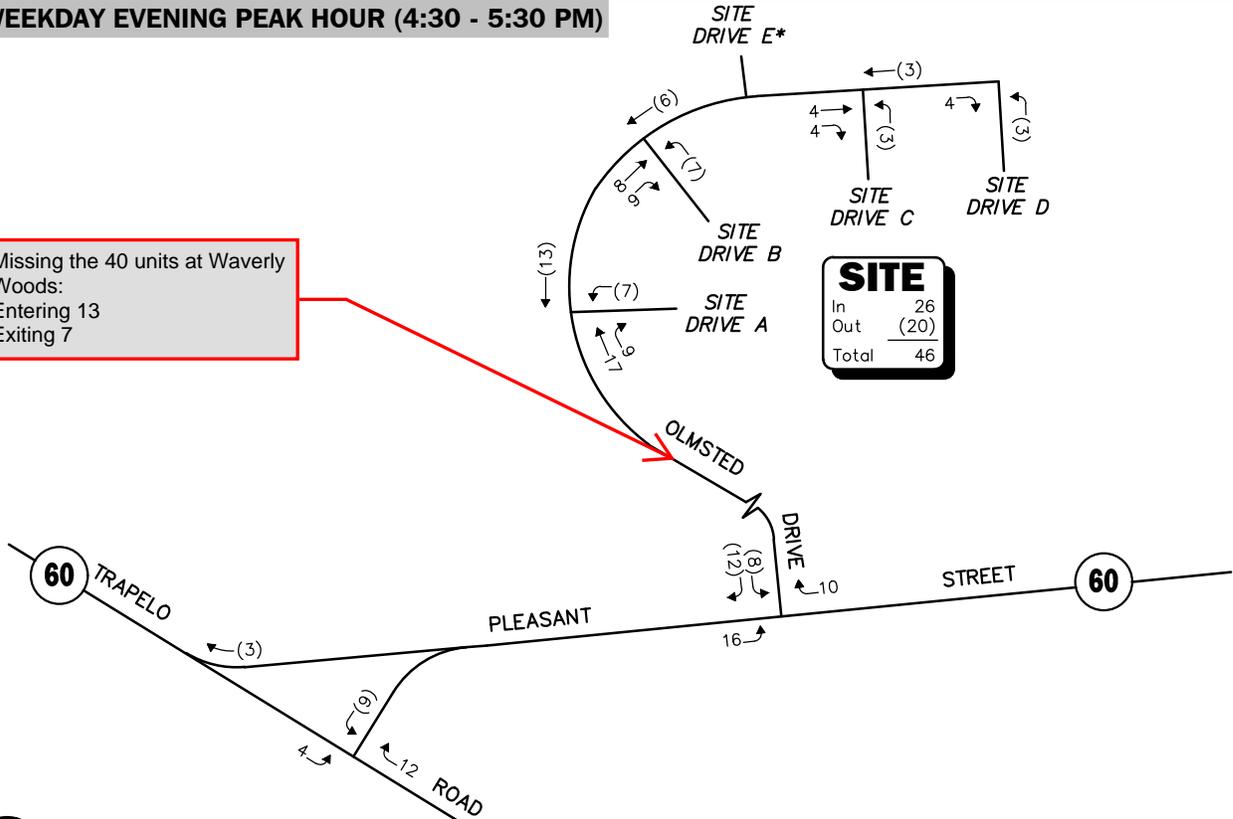
WEEKDAY MORNING PEAK HOUR (7:30 - 8:30 AM)

Missing the 40 units at Waverly Woods:
 Exiting 13
 Entering 4



WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM)

Missing the 40 units at Waverly Woods:
 Entering 13
 Exiting 7



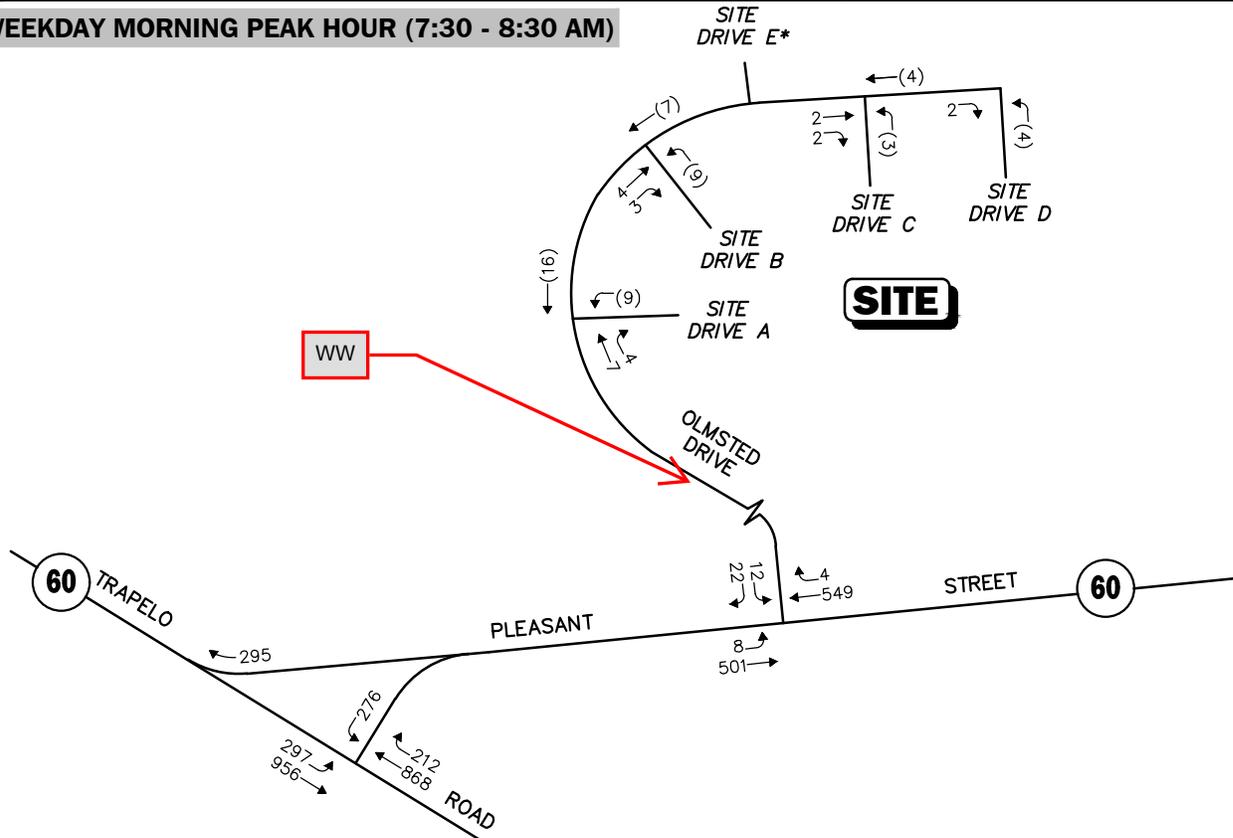
NOTE: * Traffic Associated with Townhouse Building 1
 Not To Scale



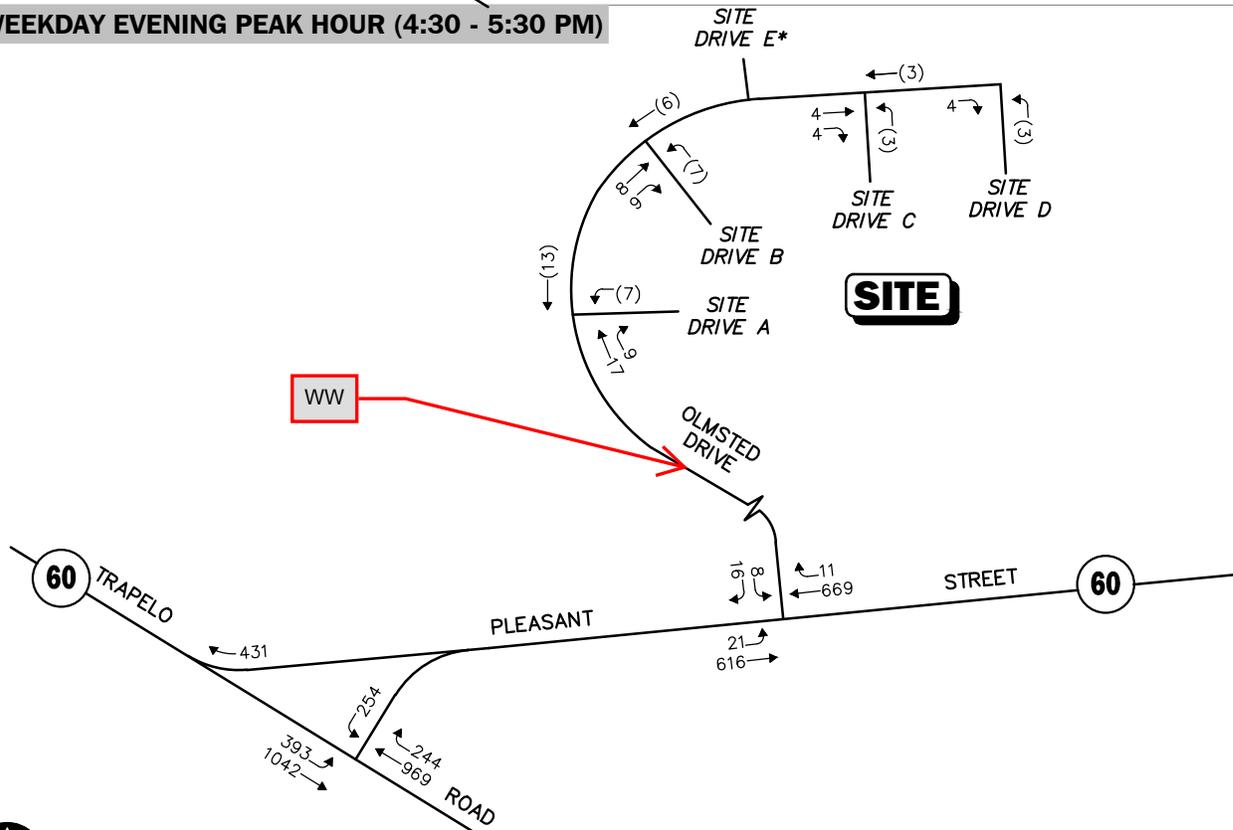
Figure 6

Project Generated
 Weekday
 Peak Hour Traffic Volumes

WEEKDAY MORNING PEAK HOUR (7:30 - 8:30 AM)



WEEKDAY EVENING PEAK HOUR (4:30 - 5:30 PM)



NOTE: * Traffic Associated with Townhouse Building 1
Not To Scale

Figure 7

2028 Build Conditions
Weekday
Peak Hour Traffic Volumes



Do these numbers reflect the Waverly Woods Counts?

PEAK HOUR TRAFFIC-VOLUME INCREASES

Location/Peak Hour	2028 No-Build	2028 Build	Traffic Volume Increase Over No-Build	Percent Increase Over No-Build
<i>Trapelo Road north of Pleasant Street:</i>				
Weekday Morning	2,410	2,416	6	0.2
Weekday Evening	2,828	2,835	7	0.2
<i>Trapelo Road south of Pleasant Street:</i>				
Weekday Morning	2,296	2,312	16	0.7
Weekday Evening	2,488	2,509	21	0.8
<i>Pleasant Street east of Olmsted Drive:</i>				
Weekday Morning	1,052	1,066	14	1.3
Weekday Evening	1,286	1,304	18	1.4

As shown in Table 7, in comparison to future No-Build conditions, project-related traffic increases are projected to range between 0.2 to 1.4 percent on the periphery of the study area.

SIGHT DISTANCE EVALUATION

Sight distance measurements were performed at the Pleasant Street intersection with Olmsted Drive and at the proposed Project site driveway intersections with Olmsted Drive in accordance with MassDOT and American Association of State Highway and Transportation Officials (AASHTO)⁹ requirements. In brief, Stop Sight Distance (SSD) is the distance required by a vehicle traveling at the design speed of a roadway, on wet pavement, to stop prior to striking an object in its travel path. In accordance with AASHTO standards, if the measured distance is at least equal to the required SSD value for the appropriate design speed, the intersection can operate in a safe manner. Table 8 presents the measured SSD at the site driveways.

As can be seen in Table 8, the available lines of sight at the intersection of Pleasant Street at Olmsted Drive and all Project site driveway intersections with Olmsted Drive were found to exceed the recommended minimum sight distance requirements to function in a safe and efficient manner based on the observed 85th percentile approach speeds or posted speed limits.



⁹*A Policy on Geometric Design of Highway and Streets*, 6th Edition; American Association of State Highway and Transportation Officials (AASHTO); Washington D.C.; 2011.

ANALYSIS RESULTS

Level-of-service and vehicle queue analyses were conducted for 2021 Baseline, 2028 No-Build, and 2028 Build conditions for the intersections within the study area. The results of the intersection capacity and vehicle queue analyses are summarized for signalized intersections in Table 11 and for unsignalized intersections in Table 12 with the detailed analysis results presented in the Appendix. The following is a summary of the level-of-service and delay analyses for the intersections within the study area:

Signalized Intersections

Trapelo Road at Pleasant Street

Under 2021 Existing conditions, this signalized intersection was shown to operate at an overall LOS C during the weekday morning and evening peak hours. Under future conditions, this signalized intersection is projected to continue operate at an overall LOS C during the weekday morning peak hour and at an overall LOS D during the weekday evening peak hour, with Project-related traffic increase resulting in increases to overall delay of 1.5 seconds or less as compared to No-Build conditions.

Were the Waverly Woods Traffic numbers accounted for in this study?

Unsignalized Intersections

Pleasant Street at Olmsted Drive

Under existing conditions, the critical movements at this unsignalized intersection are expected to operate at LOS B during the weekday morning and evening peak hours. Under No-Build conditions, the critical movements at this unsignalized intersection are expected to operate at LOS C during the weekday morning peak hour and at LOS B during the weekday evening peak hour. Under Build conditions, the critical movements at this unsignalized intersection are expected to operate at LOS C during the weekday morning peak hour and at LOS D during the weekday evening peak hour. Under future conditions vehicle queues at this intersection were shown to range from 0 to 2 vehicle during the peak periods.

Olmsted Drive at Site Driveways

Under future conditions, the critical movements at the site driveways are expected to operate at LOS A during the weekday morning and evening peak hours. Vehicle queues are not expected at site driveways during the peak periods.

OLMSTED DRIVE AT PLEASANT STREET TRAFFIC SIGNAL WARRANT ANALYSIS

The 1,784 does not include the traffic load from Waverly Woods approximately 264 additional trips.

A Traffic Signal Warrant Analysis (TSWA) has been conducted for the intersection of Pleasant Street at Olmsted Drive as required in the TMMA. The TMMA states that a traffic signal should be evaluated at this intersection along with traffic projections of the future McLean Zone 4. In order to project the impacts of the future development within the McLean Zone 4 District, the maximum level of permitted traffic for this District were reviewed, as stipulated in the TTMA. Based on the TTMA, the Zone 4 entails construction of a research and development building and is expected to generate approximately 1,784 vehicle trips on an average weekday, with ~~206~~ vehicle trips expected during the weekday morning peak hour and ~~180~~ vehicle trips expected during the weekday evening peak hour.

The MUTCD¹² establishes nine warrants or criteria to evaluate a location for the installation or retention of a traffic signal. At least one of the nine warrants should be satisfied in order to justify the installation of a traffic signal; however, satisfaction of a warrant in and of itself does not justify traffic signal control. An engineering evaluation of the location in question should indicate that the establishment of traffic signal control will improve the overall safety and/or operation of the intersection. Table 13 identifies the nine traffic signal warrants.

¹²*Ibid 4*

RECOMMENDATIONS AND CONCLUSION

Make corrections

VAI has prepared this TIA to evaluate potential traffic impacts associated with the proposed residential development to be located off Olmsted Drive in Belmont, Massachusetts. This study was prepared in accordance with the MassDOT Guidelines for *TIA Guidelines* and was conducted pursuant to the standards of the Traffic Engineering and Transportation Planning Professions for the preparation of such reports. Based on the results of this study, the following can be concluded:

- The proposed 150 housing units are expected to generate approximately 610 vehicle trips on an average weekday (two-way, 24-hour volume), with 36 vehicle trips (11 entering and 25 exiting) expected during the weekday morning peak hour and 46 vehicle trips (26 entering and 20 exiting) expected during the weekday evening peak hour.
- Project-related traffic increases in the area are expected to be between 0.2 and 1.4 percent during the peak hours.
- Lines of sight were found to exceed the recommended minimum sight distance requirements to function in a safe and efficient manner at the intersection of Pleasant Street at Olmsted Drive and all Project site driveway intersections with Olmsted Drive.
- The analysis has indicated that the Project will result in minimal impact on motorist delays at the study intersections, as compared to future No-Build conditions.
- The installation of a traffic signal at Pleasant Street at Olmsted Drive is not justified.

If this is the only potential location for an Accessible crosswalk to the public way it may be required.

RECOMMENDATIONS

A transportation improvement program has been developed that is designed to provide safe and efficient access to the Project and provide measures to reduce the Project vehicle trip generation and in turn congestion in the study area. The following recommendations are noted with regard to Project access and Transportation Demand Management (TDM) measures.

Project Access

Access to the project site will be located by way of private access driveways from the development site to Olmsted drive. The following recommendations are offered with respect to the design and operation of the development site driveway:

- Improved Olmstead Drive through striping of travel lanes and centerlines, with signage provided where appropriate. Vehicles exiting the Project site onto Olmsted Drive should be placed under STOP-sign control (Manual on Uniform Traffic Devices (MUTCD)¹³ R-1), with a painted STOP bar included.
- Any landscaping or building features near the new intersections and driveways should be limited to 24 inches in height or located out of the lines of sight for motorists.
- Snow windrows within sight triangle areas will be promptly removed where such accumulations would impede sight lines.

Off-Site Improvements

Olmsted Drive at Pleasant Street (Route 60)

In order to improve definition for vehicle movements, it is recommended that Olmstead Drive leg be improved through striping of travel lanes and centerlines. A painted STOP bar is also recommended to accompany the existing STOP-sign currently present at the intersection.

Figure 8 graphically depicts the proposed improvements at the proposed site driveway and within the study area as is detailed above.

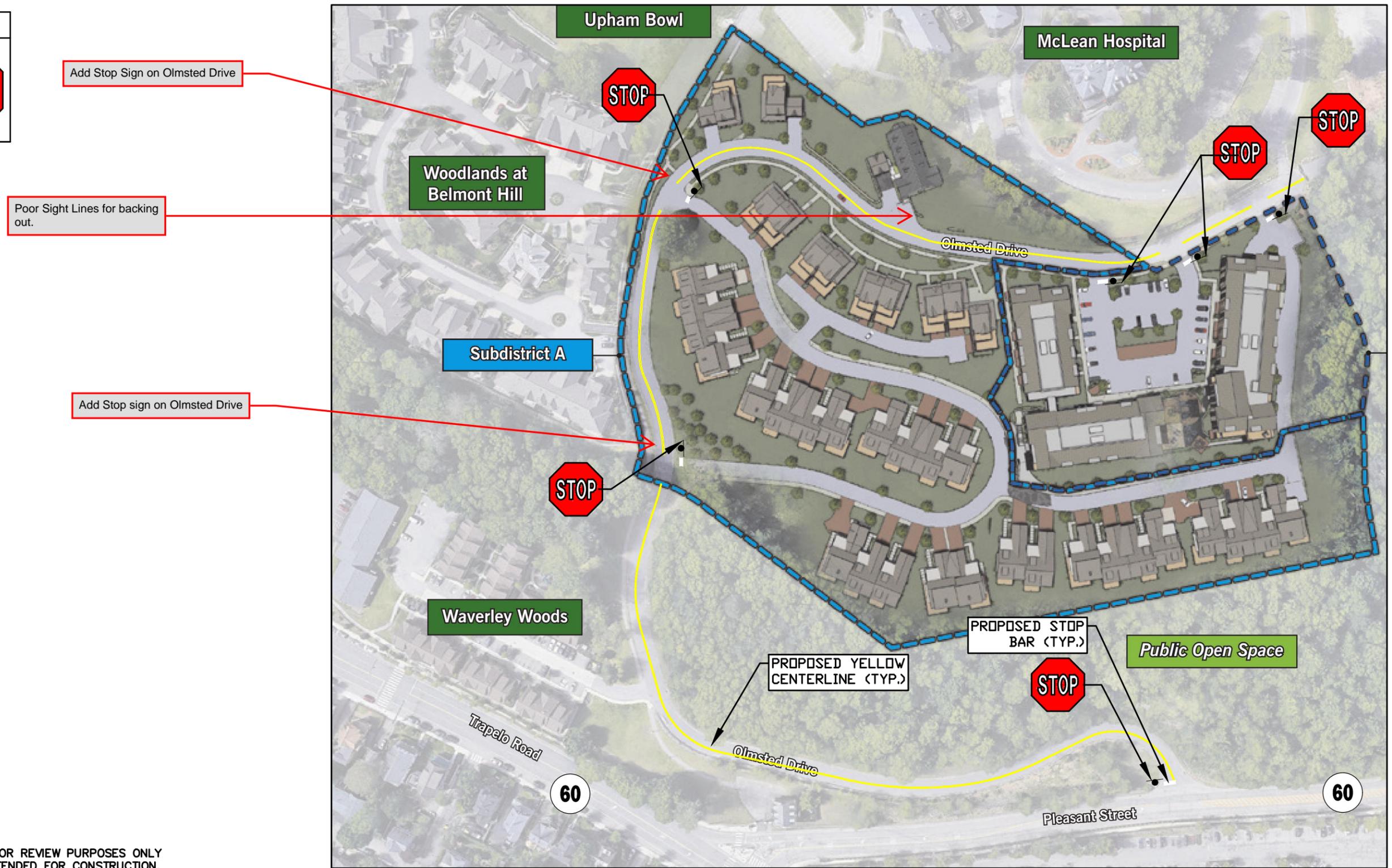
Transportation Demand Management (TDM) Plan

As is the case with many developments, a major focus of the traffic mitigation plan focuses on the reduction of single-occupant vehicles arriving and departing to and from the site. This is accomplished by developing a comprehensive TDM strategy. The proponent is supportive of the development of a balanced multimodal transportation plan to serve the residents when demand is warranted, and the provision of such service is economically feasible. The major features of this TDM plan that support this commitment are as follows:

- The property management team will assign a transportation coordinator to focus on coordinating transportation aspects of the Project with the Town and the promotion of alternative modes of transportation to and from the site.
- While currently there is no Transportation Management Association (TMA) responsible for the Project area, the Applicant is willing to consider providing funds to initiate a TMA for the area.
- A “welcome packet” will be provided to residents detailing available public transportation services, bicycle and walking alternatives, and commuter options available.
- The Project Management Team is committed to coordinate with area shuttle services to

¹³ *Manual on Uniform Traffic Control Devices (MUTCD)*; Federal Highway Administration: Washington, DC: 2009.

SIGN LEGEND	
R1-1	



NOTES: 1. THIS PLAN IS FOR REVIEW PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION.

 Not to Scale

Figure 8
Conceptual Improvement Plan

Is this developer Funded?
These are private roadways?

How is School Bus traffic being
addressed, I found no language
on this issue?

provide site connections to the downtown areas, recreational centers, and public transportation connections.

- In order to encourage the use of public transportation, the property management team will make available public transportation schedules which will be posted in a centralized location for the residents. Transit screens/displays will be provided in the building lobby to display real-time transportation information (similar to <https://transitscreen.com>).
- To encourage car/vanpooling, the property management team will identify car/vanpool resources that may be available to residents of the proposed Project. This information will be posted in a centralized location for the residents, employees and visitors.
- The property management team will provide information on available pedestrian and bicycle facilities in the vicinity of the Project site. This information will be posted in a centralized location.
- Bicycle racks will be provided on-site both inside and outside the building.

current counts are below
requirements

This is leaving out
some key
requirements and is
conflicting in some
areas.

The Project proponent will investigate the implementation of these traffic programs. The Project proponent will work with the Town to implement such programs.

TMMA - TRAFFIC MONITORING PROGRAM

To ensure compliance with the Traffic Monitoring and Mitigation Agreement (TMMA), the proposed Zone 3 development in conjunction with the proposed Zone 4 development shall be subject to a post occupancy traffic monitoring reporting to the Town of Belmont, including the following features:

- Data collected for the traffic monitoring program will include traffic volume entering and exiting the proposed Research and Development subdistrict and the Senior Living subdistrict developments. The monitoring will involve continuous Automatic Traffic Recorder (ATR) counts on a daily basis (Data will be collected in 15-minute increments). Data shall be retained for at least one year from the data of collection.
- A “Weekly Sampling Report” shall mean a data collection report providing monitoring results over five consecutive, non-holiday weekdays, summarized by on hour intervals and by daily totals. The morning and evening peak hour volumes for each weekday will be determined, and average morning and evening peak hour volumes will be determined for the week. In addition, the daily trip totals for each weekday will be determined and average daily trips totals will be determined for the week.
- Within six months after the issuance of a building permit for a structure for the Proposed Project, a TDM plan shall be submitted to the Town.
- Within thirty days of a project located within the Research and Development subdistrict or the Senior Living subdistrict reaching a 90% occupancy level, or one year after certificate of occupancy has been issued, whichever is earlier, the proponent shall coordinate with the Town Engineer to provide a Weekly Sampling Report. The Town engineer will designate which week the data should be collected. After the determination of the week the sampling report shall be submitted to the town within seven days.

See Section I.A counts are also required for McLean Institutional Subdistrict

Left out monetary penalties and parking space prohibitions.

TMMA - RECOURSE ACTIONS

The proponent will take additional actions to manage site traffic conditions should the weekly sampling report indicate that the performance goals are not being met. Triggers requiring further action include:

- Either the morning or evening average peak hour trip generation rate exceeds the permitted rate.
- The average daily trip total exceeds the permitted rate.

Additional actions that may be implemented if the performance criteria are not met may include but are not limited to:

- Prepare and submit to the Town Engineers an updated TDM plan.
- Use diligent efforts to implement such plan as soon as possible.

The proponent will provide follow-up weekly sampling reports to the Town engineer until no further violation exists. If a weekly sampling report contains a violation, then the proponent shall pay the town of Belmont a traffic mitigation payment. If the weekly sampling report continues to show violations for two weeks, then Belmont may restrict the number of parking spaces which can be used during the morning and evening peak hour to the extent that Town Engineer determines is needed to correct the violations. If two consecutive months follow-up weekly sampling reports indicate that average trip generation is below the permitted rate, the Town will return full control of parking to the proponent. The proponent will be obligated to file follow-up weekly sampling reports for one month after full control of parking has been returned.

CONCLUSIONS

The proposed Project will result in a measurable but a significant impact on overall operations. With the implementation of the above recommendations, safe and efficient access will be provided to the planned development and the development can be constructed with minimal impact to the area.

Keep section from TMMA.

Accurate Counts

978-664-2565

Are these live counts for Waverly Woods, shouldn't they be grossed up 40%%

File Name : 80580003
 Site Code : 80580003
 Start Date : 11/10/2020
 Page No : 1

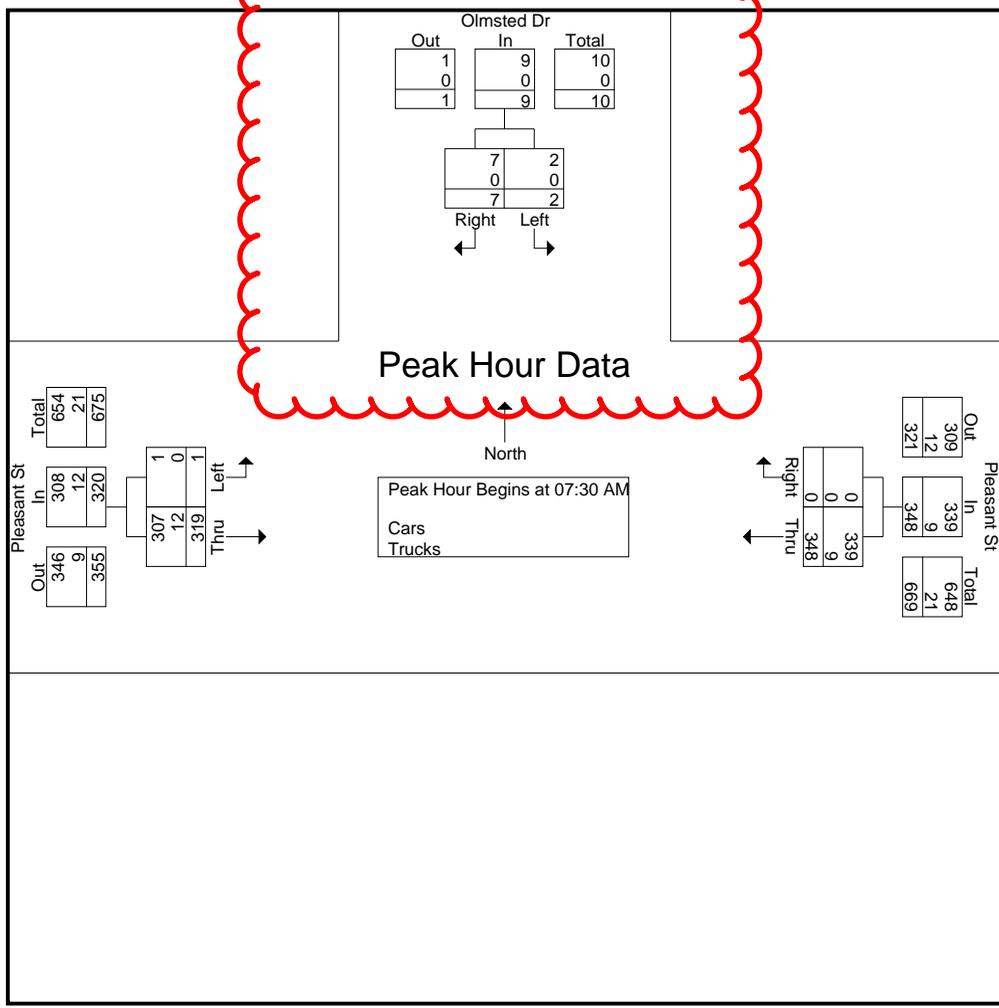
N/S Street : Olmsted Drive
 E/W Street : Pleasant Street
 City/State : Belmont, MA
 Weather : Clear

Groups Printed- Cars - Trucks

Start Time	Olmsted Dr From North		Pleasant St From East		Pleasant St From West		Int. Total
	Left	Right	Thru	Right	Left	Thru	
07:00 AM	0	0	77	0	0	51	128
07:15 AM	1	2	69	1	2	61	136
07:30 AM	1	5	79	0	0	93	178
07:45 AM	1	2	82	0	0	78	163
Total	3	9	307	1	2	283	605
08:00 AM	0	0	89	0	0	81	170
08:15 AM	0	0	98	0	1	67	166
08:30 AM	2	1	73	1	1	69	147
08:45 AM	0	1	84	1	0	55	141
Total	2	2	344	2	2	272	624
09:00 AM	1	2	91	1	0	60	155
09:15 AM	1	2	61	0	1	54	119
09:30 AM	1	2	67	0	1	54	125
09:45 AM	0	1	74	1	1	61	138
Total	3	7	293	2	3	229	537
10:00 AM	3	2	68	2	4	54	133
10:15 AM	0	2	48	1	1	66	118
10:30 AM	0	5	65	3	0	62	135
10:45 AM	0	1	71	0	1	59	132
Total	3	10	252	6	6	241	518
11:00 AM	0	0	60	1	0	64	125
11:15 AM	2	0	56	0	2	62	122
11:30 AM	0	2	62	3	1	56	124
11:45 AM	1	1	66	1	2	70	141
Total	3	3	244	5	5	252	512
12:00 PM	1	1	67	0	2	69	140
12:15 PM	1	4	83	0	0	65	153
12:30 PM	0	2	74	1	1	50	128
12:45 PM	1	1	67	1	0	72	142
Total	3	8	291	2	3	256	563
01:00 PM	1	1	71	1	3	66	143
01:15 PM	1	0	56	3	2	87	149
01:30 PM	2	2	69	0	2	83	158
01:45 PM	2	1	64	3	1	73	144
Total	6	4	260	7	8	309	594
02:00 PM	1	0	76	0	1	69	147
02:15 PM	1	0	75	0	1	67	144
02:30 PM	0	2	98	0	3	78	181
02:45 PM	0	3	106	0	0	80	189
Total	2	5	355	0	5	294	661
03:00 PM	2	2	90	1	3	87	185
03:15 PM	3	2	73	2	2	84	166
03:30 PM	0	3	99	3	4	91	200
03:45 PM	1	3	95	2	2	92	195
Total	6	10	357	8	11	354	746
04:00 PM	2	3	93	0	0	109	207
04:15 PM	0	2	81	0	3	77	163
04:30 PM	0	0	102	0	2	115	219
04:45 PM	0	0	115	1	1	86	203
Total	2	5	391	1	6	387	792
05:00 PM	0	1	102	0	0	96	199
05:15 PM	0	3	103	0	2	92	200

Waverly Woods,
should these be
grossed up 40%?

N/S Street : Olmsted Drive
E/W Street : Pleasant Street
City/State : Belmont, MA
Weather : Clear



Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:00 AM			08:15 AM			07:30 AM		
+0 mins.	0	0	0	98	0	98	0	93	93
+15 mins.	1	2	3	73	1	74	0	78	78
+30 mins.	1	5	6	84	1	85	0	81	81
+45 mins.	1	2	3	91	1	92	1	67	68
Total Volume	3	9	12	346	3	349	1	319	320
% App. Total	25	75		99.1	0.9		0.3	99.7	
PHF	.750	.450	.500	.883	.750	.890	.250	.858	.860
Cars	3	9	12	332	3	335	1	307	308
% Cars	100	100	100	96	100	96	100	96.2	96.2
Trucks	0	0	0	14	0	14	0	12	12
% Trucks	0	0	0	4	0	4	0	3.8	3.8

4.3 Basis for Recommended Process

The recommended approach for using information from *Trip Generation Manual* data pages to estimate trip generation for a study site is based on the following statements:

- The value of the independent variable **for the study site** must be within the range of data included to use the data plot;
- When the data plot has at least 20 data points and a fitted curve equation are provided, the fitted curve equation should be used;
- A fitted curve equation with an R^2 of at least 0.75 is appropriate to use because it indicates the recommended acceptable level of correlation between trips generated by a site and the value measured for an independent variable;
- A weighted average rate is appropriate to use when the weighted standard deviation is less than or equal to 55 percent of the weighted average rate;
- The use of supplemental local data is suggested when the data plot has fewer than six data points; and
- The number of trips determined by either the rate or the equation should be within the cluster of data points (that is, the range of trip values) found at the study site's independent variable value. Otherwise, collecting and using additional local data is suggested.

A detailed step-by-step approach for using *Trip Generation Manual* data is presented in Section 4.4 of this chapter.

4.4 Process for Selecting Average Rate or Equation in *Trip Generation Manual* Data

A step-by-step procedure is described below for determining how best to estimate trip generation using data contained in *Trip Generation Manual*. These guidelines are merely tools to help the analyst estimate trip generation. These tools are by design straightforward and uncomplicated. They do not include all considerations that could be relevant to a particular situation. Thus, professional judgment must be applied at all stages in this analysis process. The procedure is also outlined with simplified text in the flow chart in Figure 4.2.

4.4.1—Step 1: Determine if the study site is consistent with the description of a land use code in *Trip Generation Manual* and with the described or presumed characteristics of development sites for which data points are provided.

- If the answer is **yes**, proceed to Step 2.
- If the answer is **no**, collect local data for the land use being analyzed and establish a local or consolidated rate. Refer to Chapter 9 for guidance.

4.4.2—Step 2: Determine if the size of the study site (in terms of the unit of measurement of the independent variable) is within the range of the data shown in the data plot.

- If the answer is **yes**, proceed to Step 3.
- If the answer is **no**, either (1) consider the use of a different independent variable and its associated data pages, or (2) collect local data and establish a local or consolidated rate. Refer to Chapter 9 for guidance.

Why aren't we using comparable project counts as data points in lieu of this method?

Time Period/Direction	ITE	Transit Reduction	Total	ITE	Transit Reduction	Total	TOTAL	TMMA
	Senior housing (93 units) ^a	Trips		Multifamily Housing (57 units) ^b	Trips			
Average Weekday	148.49	17.42	331.07	308.90	30.89	278.01	609.08	1,148
Weekday Morning Peak Hour								
Entering	6.45	0.32	6.13	5.34	0.53	4.81	10.94	
Exiting	<u>11.97</u>	<u>0.60</u>	<u>11.37</u>	<u>15.18</u>	<u>1.52</u>	<u>13.66</u>	<u>25.03</u>	
Total	18.42	0.92	17.50	20.52	2.05	18.47	35.97	36
Weekday Evening Peak Hour								
Entering	13.27	0.66	12.61	15.3	1.53	13.77	26.38	
Exiting	<u>11.31</u>	<u>0.57</u>	<u>10.74</u>	<u>9.78</u>	<u>0.98</u>	<u>8.80</u>	<u>19.54</u>	
Total	24.58	1.23	23.35	25.08	2.51	22.57	45.92	92

Incorrect Value

See Prior Notes

Incorrect Value

See revised worksheet.

Institute of Transportation Engineers (ITE)
Trip Generation, 10th Edition
Land Use Code (LUC) 221 - Multifamily Housing (Mid-Rise)

Vehicle Trips Ends vs: Dwelling Units

Independent Variable (X): 57

R² **Equation**
 0.77 **AVERAGE WEEKDAY DAILY**
 $T = 5.45 * (X) - 1.75$
 $T = 5.45 * 57 - (1.75)$
 $T = 308.90$
 $T = 308$ vehicle trips
 with 50% (154.45 vpd) entering and 50% (154.45 vpd) exiting.

Explain this reduction factor?

- (1.75)

Rate
 0.67 **WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC**
 $T = 0.36 * (X)$
 $T = 0.36 * 57$
 $T = 20.52$
 $T = 21$ vehicle trips
 with 26% (5.34 vph) entering and 74% (15.18 vph) exiting.

Rate
 0.72 **WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC**
 $T = 0.44 * (X)$
 $T = 0.44 * 57$
 $T = 25.08$
 $T = 25$ vehicle trips
 with 61% (15.30 vph) entering and 39% (9.78 vph) exiting.

Institute of Transportation Engineers (ITE)
Trip Generation, 10th Edition

Land Use Code (LUC) 252 - Senior Adult Housing - Attached

Average Vehicle Trips Ends vs: Dwelling Units
Independent Variable (X): 93

Explain this reduction factor?

R²
0.99

Equation
AVERAGE WEEKDAY DAILY
T = 4.02 * (X) - 25.37
T = 4.02 * 93 - 25.370
T = 348.49
T = 348 vehicle trips
with 50% (174 vph) entering and 50% (174 vph) exiting.

Equation
0.98 WEEKDAY MORNING PEAK HOUR OF ADJACENT STREET TRAFFIC
T = 0.20 * (X) - 0.18
T = 0.20 * 93 - 0.18
T = 18.42
T = 18 vehicle trips
with 35% (6.45 vph) entering and 65% (11.97 vph) exiting.

Equation
0.96 WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC
T = 0.24 * (X) + 2.26
T = 0.24 * 93 + 2.26
T = 24.58
T = 25 vehicle trips
with 54% (13.27 vph) entering and 46% (11.31 vph) exiting.

TRAFFIC SIGNAL WARRANT ANALYSIS (TSWA)

Start Date: 6/13/2019
 Start Time: 12:00:00 AM
 Site Code: 82890001
 Location : Boston Post Road
 Location : West of Village Drive
 City/State: Marlborough, MA

2020 Raw

Start Time	Olmsted Dr From North		Pleasant St From East		Pleasant St From West	
	Left	Right	Thru	Right	Left	Thru
7-8 AM	3	9	307	1	2	283
8-9 AM	2	2	344	2	2	272
9-10 AM	3	7	293	2	3	229
10-11 AM	3	10	252	6	6	241
11-12 PM	3	3	244	5	5	252
12-1 PM	3	8	291	2	3	256
1-2 PM	6	4	260	7	8	309
2-3 PM	2	5	355	0	5	294
3-4 PM	6	10	357	8	11	354
4-5 PM	2	5	391	1	6	387
5-6 PM	1	4	358	3	3	339
6-7 PM	7	7	243	5	9	232

Covid Adj - 2020 Baseline Condition

COVID adj 1.4

1% above no seasonal adjustment

Time	Olmsted Dr From North		Pleasant St From East		Pleasant St From West	
	Left	Right	Thru	Right	Left	Thru
7-8 AM	4	13	430	1	3	396
8-9 AM	3	3	482	3	3	381
9-10 AM	4	10	410	3	4	321
10-11 AM	4	14	353	8	8	337
11-12 PM	4	4	342	7	7	353
12-1 PM	4	11	407	3	4	358
1-2 PM	8	6	364	10	11	433
2-3 PM	3	7	497	0	7	412
3-4 PM	8	14	500	11	15	496
4-5 PM	3	7	547	1	8	542
5-6 PM	1	6	501	4	4	475
6-7 PM	10	10	340	7	13	325

2021 Adjustment

1 year 1.01

1 percent per year compounded annual background

Time	Olmsted Dr From North		Pleasant St From East		Pleasant St From West	
	Left	Right	Thru	Right	Left	Thru
7-8 AM	4	13	434	1	3	400
8-9 AM	3	3	487	3	3	385
9-10 AM	4	10	414	3	4	324
10-11 AM	4	14	357	8	8	340
11-12 PM	4	4	345	7	7	357
12-1 PM	4	11	411	3	4	362
1-2 PM	8	6	368	10	11	437
2-3 PM	3	7	502	0	7	416
3-4 PM	8	14	505	11	15	501
4-5 PM	3	7	552	1	8	547
5-6 PM	1	6	506	4	4	480
6-7 PM	10	10	343	7	13	328

I don't think grossed up values for the Waverly Woods Traffic Counts were reflected in these numbers? They are not indicated on any of the graphic pages?

MEMORANDUM

TO: Mr. John C. Dawley
Northland Residential Corporation
80 Beharrell Street, Suite E
Concord, MA 01742

FROM: Scott W. Thornton, P.E. *and*
Jennifer Conners
Vanasse & Associates, Inc.
35 New England Business Center Drive
Suite 140
Andover, MA 01810
(978) 474-8800

DATE: April 16, 2021

RE: 8058

SUBJECT: Traffic Signal Warrants Analysis
McLean Hospital Residential Development - Olmsted Drive
Waltham, Massachusetts

Vanasse & Associates, Inc. (VAI) has performed a detailed Traffic Signal Warrants Analysis (TSWA) for the intersection of Olmsted Drive at Pleasant Street in Belmont, Massachusetts, as part of the Mclean Hospital Zone 3 Residential Development to assess the warrants required to justify the installation of a traffic control signal at the subject intersection. This analysis was completed in accordance with the methodology and procedures outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD)¹ and based on traffic counts and field measurements conducted in November 2020.

The traffic Signal Warrant Analysis (TSWA) has been conducted for the intersection of Pleasant Street at Olmsted Drive as required in the Traffic Monitoring and Mitigation Agreement (TMMA). The TMMA states that a traffic signal should be evaluated at this intersection along with traffic projections of the future McLean Zone 3 (Senior Housing subdistrict) and Zone 4 (Research & Development subdistrict). In order to project the impacts of the future development within the McLean Zones 3 and 4 District, the maximum level of permitted traffic for this District were reviewed, as stipulated in the TMMA. The TSWA is summarized below and provided in the Appendix.

EXISTING CONDITIONS

Geometry

Olmsted Drive at Pleasant Street - Olmsted Drive intersects Pleasant Street from the north to form a three-way intersection that operates under STOP-sign control. The Pleasant Street eastbound approach provides an approximate 10-foot wide exclusive left-turn lane and an approximate 11-foot wide through/right-turn lane with an approximate 4-foot wide marked shoulder provided. The Pleasant Street westbound approach provides one approximate 11-foot wide general-purpose travel lane with an approximate 4-foot wide marked shoulder provided. The Olmsted Drive southbound approach provides an approximate 20-foot wide general-purpose travel lane. A sidewalk is provided along the eastern side of Pleasant Street at this location. Crosswalks are not provided for this intersection as there is no sidewalk along the north side of Pleasant Street or on Olmstead Drive. Land use in the vicinity of this intersection consists primarily of commercial uses and open space.

The analysis is driven by the Zone 3 and Zone 4 trigger in the TMMA, but the Analysis needs to include the traffic loading from Waverly Woods. It is not mentioned in the text and in reviewing the numbers its unclear if the counts taken were grossed up for Covid adjustment and included in the TSWA?

The Board should be looking at this as a threshold issue, if the counts appear close then there are benefits to having the Hospital install the signalization now and that would allow upward flexibility on performing the traffic counts in the interim period prior to development of the Zone 4 Build.

¹*Manual on Uniform Traffic Control Devices* (MUTCD); Federal Highway Administration; Washington, DC; 2009.



EXISTING TRAFFIC VOLUMES

In order to perform an analysis a 12-hour TMC was conducted at Pleasant Street at Olmsted Drive in November 2020. In order to account for the reduction in traffic volumes caused by COVID-19 travel restrictions, historic traffic count data conducted in April 2018 and November 2019 in the same study area was reviewed. It is important to note that the 2018 data were obtained from the earlier town wide traffic study conducted by the Town of Belmont. Based upon this comparison, the November 2020 weekday morning and evening peak-hour volumes were found to be approximately 40 percent lower. The traffic counts that form the basis of this assessment were adjusted upward by 40 percent in order to provide an appropriate and conservative estimate of roadway operating conditions. It is important to note that in order to establish a 2021 Baseline condition, the November 2020 existing traffic volumes were grown by 1.0 percent per year.

FUTURE TRAFFIC VOLUMES

General Background Traffic Growth

Traffic-volume data compiled by MassDOT from permanent count stations and historic traffic counts in the area were reviewed in order to determine general background traffic growth trends. Based on a review of this data, it was determined that traffic volumes within the study area have fluctuated over the past several years. In order to be consistent with previous traffic studies in the area, a 1.0 percent per year compounded annual growth rate was used to account for general background traffic growth for weekday morning and evening peak hour.

See prior notes on count corrections and categories.

No-Build Traffic Volumes

The 2028 No-Build traffic-volume networks were developed by applying the 1 percent per year compounded annual background traffic growth rate to the 2021 baseline condition peak-hour traffic volumes plus the trips from identified background developments (1010 Pleasant Street - Proposed Marijuana Facility).

Project-Generated Traffic – Zone 3

The development proposal entails construction of 40 for sale, age-restricted townhouse condominiums and 110 multi-family residences comprised of 53 age-restricted units and 57 non-age restricted units. In order to estimate the trip-generation characteristics of the proposed development, the Institute of Transportation Engineers (ITE) *Trip Generation* manual² for ITE Land Use Code (LUC) 221, *Multifamily Housing (Mid-Rise)* and LUC 252 *Senior Adult Housing* were used to project traffic volume of the Project. Adjustments were applied to account for transit usage.

The proposed 150 housing units are expected to generate approximately 610 vehicle trips on an average weekday (two-way, 24-hour volume), with 36 vehicle trips (11 vehicles entering and 25 exiting) expected during the weekday morning peak hour and 46 vehicle trips (26 vehicles entering and 20 exiting) expected during the weekday evening peak hour.

Build Traffic Volumes – Zone 3

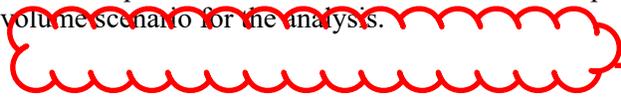
The proposed development trips were then added to develop volumes for the 2028 No-Build conditions in order to obtain the 2028 Build traffic signal warrant analysis.

²*Trip Generation*, 10th Edition; Institute of Transportation Engineers; Washington, DC; 2017.



Build Traffic Volumes– Zone 4

An additional condition was analyzed to include trips associated with the Zone 4 subdistrict. Based on the TMMA, Zone 4 entails construction of a research and development building and is expected to generate approximately 1,784 vehicle trips on an average weekday, with 206 vehicle trips expected during the weekday morning peak hour and 180 vehicle trips expected during the weekday evening peak hour. These Zone 4 trips were combined with the Zone 3 trips to obtain the 2028 Build with Zone 3 and Zone 4 volume scenario for the analysis.



**Waverly Woods
Zone?**

TRAFFIC SIGNAL WARRANTS ANALYSIS

The MUTCD³ establishes nine (9) warrants or criteria to evaluate a location for the installation or retention of a traffic signal. At least one of the nine warrants should be satisfied in order to justify the installation of a traffic signal; however, satisfaction of a warrant in and of itself does not justify traffic signal control. An engineering evaluation of the location in question should indicate that the establishment of traffic signal control will improve the overall safety and/or operation of the intersection. Table 1 identifies the nine traffic signal warrants. Table 2 identifies the results of the TSWA for the study intersection under existing and Future conditions.

**Table 1
TRAFFIC SIGNAL WARRANTS^a**

Warrant No.	Description
1	Eight-Hour Vehicular Volume Condition A – Min. Vehicular Volume ^b Condition B – Interruption of Continuous Traffic ^c
2	Four-Hour Vehicular Volume
3	Peak Hour
4	Pedestrian Volume
5	School Crossing
6	Coordinated Signal System
7	Crash Experience
8	Roadway Network
9	Intersection near a Grade Crossing

^aMUTCD; Federal Highway Administration; Washington, DC; 2009.

^bA large number of intersecting traffic is the principal reason to consider installing a traffic control signal.

^cTraffic volume on a major street is so heavy that traffic on a minor intersecting street suffer excessive delay in entering or crossing the major street.

³Manual on Uniform Traffic Control Devices (MUTCD); Federal Highway Administration; Washington, DC; 2009.



Table 2
TRAFFIC SIGNAL WARRANTS ANALYSIS RESULTS

Warrant No.	Description	Satisfied for 2021 Existing Conditions	Satisfied for 2028 No-Build Conditions	Satisfied for 2028 Build Conditions w/Zone 3	Satisfied for 2028 Build Conditions w/Zones 3 and 4
1	Eight-Hour Vehicular Volume				
	Condition A – Min. Vehicular Volume	No	No	No	No
	Condition B – Interruption of Continuous Traffic	No	No	No	No
2	Four-Hour Vehicular Volume	No	No	No	No
3	Peak Hour	No	No	No	No
4	Pedestrian Volume	No	No	No	No
5	School Crossing	No	No	No	No
6	Coordinated Signal System	No	No	No	No
7	Crash Experience	No	No	No	No
8	Roadway Network	No	No	No	No
9	Grade Crossing	No	No	No	No

As indicated in Table 2, under all conditions analyzed the intersection of Pleasant Street at Olmsted Drive does not meet any of the 9 warrant criteria. Accordingly, the installation of a traffic signal at this intersection is not recommended. The detailed TSWA worksheets are provided in the Appendix.

Of note, a review of motor vehicle crash data available from the Massachusetts Department of Transportation (MassDOT) for the subject intersection indicates that only one (1) motor vehicle crash was reported to have occurred at the subject intersection between 2013 and 2017 (the most recent 5-year period for which data is available).

CONCLUSION

VAI has completed a detailed Traffic Signal Warrants Analysis for the intersection of Pleasant Street at Olmsted Drive in Belmont, Massachusetts, as part of the Mclean Hospital Zone 3 Residential Development to assess the warrants required to justify the installation of a traffic control signal at the subject intersection. This analysis was performed in accordance with the criteria established in the MUTCD for conducting such analyses and has determined that the installation of a traffic control signal at the intersection is not warranted under any of the traffic volume conditions. In the event that the warrant criteria is not met and given the low incidence of motor vehicle crashes occurring at the intersection during the five-year review period, the MUTCD and MassDOT guidelines clearly note that a traffic signal shall not be installed.

Correct and provide metrics.



Location : Pleasant Street
Location : East of Olmsted Drive
City/State: Belmont, MA

8058SP01

EB, WB

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total
11/11/20	0	1	1	6	11	2	0	0	0	0	0	0	0	0	21
01:00	0	0	3	2	5	4	1	0	0	0	0	0	0	0	15
02:00	0	0	2	7	6	3	0	0	0	0	0	0	0	0	18
03:00	0	1	2	2	1	2	0	0	0	0	0	0	0	0	8
04:00	0	0	0	4	13	9	0	0	0	0	0	0	0	0	26
05:00	1	0	7	25	30	12	3	0	1	0	0	0	0	2	81
06:00	0	6	26	81	122	50	8	0	0	0	0	0	0	1	294
07:00	4	3	43	132	194	67	11	1	0	0	0	0	0	2	457
08:00	4	0	26	161	230	65	6	3	0	0	0	0	0	1	496
09:00	0	1	21	143	238	72	9	0	0	0	0	0	0	0	484
10:00	4	4	38	180	266	77	3	0	0	0	0	0	0	0	572
11:00	3	6	38	211	248	75	11	0	1	0	0	0	0	0	593
12 PM	3	5	44	206	278	100	8	1	0	0	0	0	0	0	645
13:00	3	4	36	198	295	69	6	0	0	0	0	0	0	0	611
14:00	3	12	73	247	267	64	5	1	0	0	0	0	0	0	672
15:00	1	4	84	285	278	87	6	1	0	0	0	0	0	0	746
16:00	3	7	84	277	273	57	4	0	0	0	0	0	0	0	705
17:00	0	3	72	261	224	56	1	0	0	0	0	0	0	0	617
18:00	0	2	49	169	203	30	3	1	0	0	0	0	0	0	457
19:00	1	5	29	90	131	28	2	0	0	0	0	0	0	0	286
20:00	2	4	9	94	102	22	0	0	0	0	0	0	0	0	233
21:00	0	2	10	42	92	23	4	0	0	0	0	0	0	0	173
22:00	0	3	5	59	47	12	1	0	0	0	0	0	0	0	127
23:00	0	1	6	25	29	12	0	0	0	0	0	0	0	0	73
Total	32	74	708	2907	3583	998	92	8	2	0	0	0	0	6	8410

Daily
 15th Percentile : 25 MPH
 50th Percentile : 30 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH
 Mean Speed(Average) : 31 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 6490
 Percent in Pace : 77.2%
 Number of Vehicles > 30 MPH : 4689
 Percent of Vehicles > 30 MPH : 55.8%

Grand Total	55	133	1467	5914	7321	2101	195	16	6	0	0	0	1	11	17220
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Overall
 15th Percentile : 25 MPH
 50th Percentile : 30 MPH
 85th Percentile : 34 MPH
 95th Percentile : 38 MPH
 Mean Speed(Average) : 31 MPH
 10 MPH Pace Speed : 26-35 MPH
 Number in Pace : 13235
 Percent in Pace : 76.9%
 Number of Vehicles > 30 MPH : 9651
 Percent of Vehicles > 30 MPH : 56.0%

← Where are Olmsted Counts?

Fieldstone Way
 135 Great Plain Avenue
 Wellesley, MA

Trip Generation Summary - Trip Rates

Peak Morning Monitored Trip Rates					
Project	# of Units	Total Weekday Morning Peak Hour Trips	Morning Peak Trip Rate (trips/unit)	Total Bedrooms	Trip Rate (trips/BR)
South Cottage Belmont, MA	62	43	0.69	156	0.28
Summit Road Belmont, MA	55	28	0.51	165	0.17
Quisset Brook Road Milton, MA	56	27	0.48	123	0.22
Pine Tree Brook Road Milton, MA	98	50	0.51	182	0.27
TOTAL /AVG	271	148	0.55	626	0.24

Peak Evening Monitored Trip Rates					
Project	# of Units	Total Weekday Evening Peak Hour Trips	Evening Peak Trip Rate (trips/unit)	Total Bedrooms	Trip Rate (trips/BR)
South Cottage Belmont, MA	62	46	0.74	156	0.29
Summit Road Belmont, MA	55	35	0.64	165	0.21
Quisset Brook Road Milton, MA	56	29	0.52	123	0.24
Pine Tree Brook Road Milton, MA	98	49	0.50	182	0.27
TOTAL /AVG	271	159	0.59	626	0.25

Peak Morning Projected Trip Rates							
Project	# of Units	Total Weekday Morning Peak Hour Trips (projected based on trips/Unit)	Morning Peak Trip Rate/Unit (average based on monitored trips)	Total Bedrooms	Total Weekday Morning Peak Hour Trips (projected based on trips/BR)	Trip Rate/BR (average based on monitored trips)	Weekday Morning Peak Hour based on ITE LUC 230, Townhouse/Condominium
Fieldstone Way Wellesley, MA	44	24	0.55	123	29	0.24	27

30
 AVG. ↑

Peak Evening Projected Trip Rates							
Project	# of Units	Total Weekday Evening Peak Hour Trips (projected based on trips/Unit)	Evening Peak Trip Rate/Unit (average based on monitored trips)	Total Bedrooms	Total Evening Morning Peak Hour Trips (projected based on trips/BR)	Trip Rate/BR (average based on monitored trips)	Weekday Evening Peak Hour based on ITE LUC 230, Townhouse/Condominium
Fieldstone Way Wellesley, MA	44	26	0.59	123	31	0.25	31

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Thursday, August 26, 2021 12:09 PM
To: Cushman, Ellen; Stephen Pinkerton
Cc: Hummel, Robert
Subject: Zone 3 Development

Ellen & Stephen,

I read your (Ellen's) memo to the Planning Board regarding the Zone 3 Development Project. I agree with several of your concerns and wanted to add my two cents to your well outlined memo:

- Trail Entrance: I don't think it is appropriate to wait until the buildings and grading is finished to establish and design a path that connects to the existing Trail System. The area at the east end of the Subdistrict A driveway is graded off at a steep angle, it is part of the drainage recharge system will be required to be vegetated to prevent erosion. If the trail head is to be for "Public Access", then it should be designed and the appropriate easement recorded. As far as a pathway from Olmsted Drive, I'm not sure where this is, there is a semblance of a path at the location where the existing sewer line was installed, however this will be obliterated by the installation of what the plan refers to as Driveway #1. It would be beneficial for the residents of Waverly Woods and Woodlands II, if there were a trail head from Olmsted Drive in the vicinity of one of the Crosswalks near the Lower End of Driveway #1. I believe both of these items are consistent with the By-Law objectives and should be designed and included in the Board's Approval to assure they are part of the project. The earlier approved plan by ARC included a remote parking area directly off of Olmsted Drive adjacent to Upham Bowl that appeared to provide limited public parking for access to the public open space, this area has been re-tasked with two Townhouse Units.
- Lot Line Issues etc.: The developer has included with his submission a draft "Construction Management Plan", normally this would include and address many of the items you discuss in this section of your memo, the draft is on the Town's Planning Board's Website labeled Section 11. Unfortunately the draft makes no firm or solid commitments whatsoever related to where actual erosion controls or fencing will be installed including construction access gates etc., It does mention that it will need to comply with a SWPPP (Storm Water Pollution Prevention Plan) and NPDES (National Pollutant Discharge Elimination System) permits, however it does not provide any details and effectively allows the developer to be "flexible" as the Project phases the work. It also allows for only a 48hour notification to commence work, and establishes a routine 6 day work week on site. I would strongly urge the Land Management Committee and the Planning Board to establish a fence line and erosion control plan be submitted well in advance, as well as requiring and funding an arborist to represent the Town in reviewing all work in close proximity to Trees that are desired to be protected that are adjacent to the property line. If you walk the lines of the prior construction limits you can see that almost all of the erosion controls were left behind in derelict condition by the Hospital from their prior work, this is effectively litter throughout the open space.
- Stormwater Management: There is quite a bit of damage and erosion taking place down gradient from South Cottage Road adjacent to the retaining walls constructed as part of the Woodlands II development, as the Zone 3 development has some similar details in the site work I would encourage you to walk those areas and to review the pending design to make sure

similar issues don't occur at Zone 3. There are quite a few steep grades and retaining walls indicated on the proposed plans.

- Snow and Ice, Treatment, etc. The submitted VHB plan references a snow management plan and drawing but I have been unable to find it in the information provided, this is becoming a bigger and more costly problem as sites become more dense, from my perspective the submitted plans do not meet the requirements to provide adequate "on-pavement" snow storage and exporting of treated snow is becoming limited and more costly. The plan as it is currently laid out does not really facilitate a large snow storage field that would allow for snow storage that would then melt and be contained/treated by the the Storm Water management System currently envisioned.

Thanks for your consideration.

Rob Eckert
(508)934-9556

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Wednesday, September 8, 2021 8:26 AM
To: Stephen Pinkerton
Cc: Hummel, Robert; Yogurtian, Ara
Subject: [EXTERNAL]CCIA Water Loop.pdf
Attachments: CCIA Water Loop.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Stephen,

One item I have not really had a chance to review are the particular requirements related to the development providing a 12" water loop for some portions of the new development. I'm relatively certain that the 12" main was installed in Olmsted Drive. I'm not sure where or how the loop was actually to be configured, its current condition seems to dead-end at the "Pan-Handle". It seems relatively obvious that this was for water consumption as well as fire-fighting systems for future buildings. The attached CCIA has the referenced documents highlighted, it seems the site plan approval should demonstrate that they have met these requirements and any current fire-fighting requirements regarding flow/capacity. The "loop" is generally accepted engineering practice when practical. Someone in the water department may be able to help out on this?

Best,

Rob Eckert



CONSTRUCTION COORDINATION AND IMPLEMENTATION AGREEMENT

This CONSTRUCTION COORDINATION AND IMPLEMENTATION AGREEMENT (this "Agreement") is made as of the 24th day of January, 2005 by THE MCLEAN HOSPITAL CORPORATION, a Massachusetts non-profit corporation, having an address at 115 Mill Street, Belmont, Massachusetts 02178 ("McLean"), THE WOODLANDS AT BELMONT HILL LLC, a Massachusetts limited liability company, having an address at c/o Northland Residential Corporation, 10 Second Avenue, Burlington, Massachusetts 01803 ("NRC"), AMERICAN RETIREMENT CORPORATION, a Tennessee corporation, having an address at 111 Westwood Place, Suite 402, Brentwood, Tennessee 37027 ("ARC"), and BELMONT VALUEREALTY PARTNERS, LLC, a Massachusetts limited liability company, having an address at 124 Mt. Auburn Street, Suite 200N, Cambridge, Massachusetts 02138 ("BVP").

RECITALS

(A) McLean is the owner of a fee simple interest in certain real property located in the Town of Belmont, Massachusetts consisting of approximately 238 acres of land together with all rights and easements appurtenant thereto and improvements thereon (the "McLean District"). The McLean District is depicted on that certain plan (the "Plan") entitled "McLean Hospital Reuse Master Plan, Belmont, Massachusetts", prepared by Design Consultants, Inc., dated February 22, 1999, signed by the Town of Belmont Planning Board on September 30, 2003 and recorded with the Registry of Deeds (hereinafter defined), Book 2005, Page 126.
Plan BK

(B) The McLean District consists, in part, of the following parcels of land, which are depicted on the Plan:

1. Zone 1A, Residential Subdistrict, consisting of certain real property described in Exhibit A-1A attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 1-A");
2. Zone 1B, Residential Subdistrict, consisting of certain real property described in Exhibit A-1B attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 1-B");
3. Zone 2, Residential Subdistrict consisting of certain real property described in Exhibit A-2 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 2");
4. Zone 3, Senior Living Subdistrict consisting of certain real property described in Exhibit A-3 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 3");
5. Zone 4, Research and Development Subdistrict consisting of certain real property described in Exhibit A-4 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 4"); and

RETURN TO
HEMENWAY & BARNES
346797
60 State Street
Boston, MA 02109
Attn: SYB

For title reference, see deed recorded with said Deeds, Book 14084, Page 272.

837
SEE PLAN IN RECORD BOOK 2005 PAGE 126
SEE PLAN IN RECORD BOOK 2005 PAGE 126
Mill Street, "McLean District", Belmont

6. Zone 5, Institutional Subdistrict consisting of certain real property described in Exhibit A-5 attached hereto, together with all rights and easements appurtenant thereto and improvements from time to time located thereon ("Zone 5").

(C) Pursuant to a Purchase and Sale Agreement between NRC and McLean, NRC intends to acquire Zone 1A, Zone 1B and Zone 2. NRC intends to develop Zone 1A, Zone 1B and Zone 2 as a residential community (the "Residential Project").

(D) Pursuant to a Purchase and Sale Agreement between ARC and McLean, ARC intends to acquire Zone 3. ARC intends to develop Zone 3 as a senior living community (the "Senior Living Project").

(E) Pursuant to a Purchase and Sale Agreement between BVP and McLean, BVP intends to acquire Zone 4. BVP intends to develop Zone 4 as a research and development facility (the "R&D Project").

(F) McLean intends to retain Zone 5, and to continue to utilize Zone 5 for the operation of a mental hospital facility and certain related uses.

(G) McLean hereby establishes the following covenants, agreements and restrictions regarding the McLean District.

ARTICLE 1

CERTAIN DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings given to them in the REA (hereinafter defined). Furthermore, the following defined terms, whenever used in this Agreement, have the meanings set forth below:

1.1. "ARC" shall have the meaning given to it in the Recitals to this Agreement.

1.2. "Assessing Owner": An Owner to whom any amount is owed by any other Owner pursuant to the terms and conditions of this Agreement.

1.3. "Basic Driveway Standard": With respect to the McLean Drive Improvements, completion of such improvements as set forth in the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval; with respect to the Olmsted Drive Improvements, completion of such improvements as set forth in the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.

1.4. "Benefited Owner": An Owner who has been injured, or has been threatened with injury, as a result of a Default by another Owner under this Agreement.

1.5. "BVP" shall have the meaning given to it in the Recitals to this Agreement.

1.6. "Cemetery Subdistrict": Certain real property located in the McLean District which is depicted on the Plan and described in Exhibit A-6 attached hereto.

- 1.7. "Committee" shall have the meaning given to it in Section 4.1.
- 1.8. "Completed Driveway Standard": With respect to the McLean Drive Improvements, completion of such improvements, submission to the Town of as-built plans for such improvements, with respect to the Olmsted Drive Improvements, completion of such improvements, submission to the Town of as-built plans for such improvements, all in accordance with the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.
- 1.9. "Concord Avenue Water Line": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water, including meter pits, that are necessarily or appropriately located in the Cemetery Subdistrict, the Open Space Subdistrict, Zone 1A, Zone 1B and Zone 5 in order to connect the Water Loop to the water mains located in Concord Avenue and Mill Street, excluding any ancillary pipes and infrastructure used to provide potable water from the twelve-inch master water main to individual condominium units or groups of condominium buildings located in Zone 1-A or Zone 1-B, all as more particularly set forth in the plan entitled "McLean District Redevelopment Water Loop Plan", prepared by Westcott Site Services, Inc. and dated January 12, 2001.
- 1.10. "Concord Avenue Water Line Plans and Specifications": The plans and specifications for construction and installation of the Concord Avenue Water Line, entitled "McLean District Water Main, Phase I" prepared by Westcott Site Services, Inc. and dated February 1, 2003, which were derived from the plan referenced in Section 1.9 and the Design and Site Plan Approvals.
- 1.11. "Default" shall have the meaning given to it in Section 5.1.
- 1.12. "Defaulting Owner" shall have the meaning given to it in Section 5.1.
- 1.13. "Design and Site Plan Approvals": The Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.
- 1.14. "Dissolution Date" shall have the meaning given to it in Section 4.7.
- 1.15. "District Project Manager" shall have the meaning given to it in Section 4.5.1.
- 1.16. "Event of Default" shall have the meaning given to it in Section 5.1.
- 1.17. "Excusable Delay": shall have the meaning given to it in Section 7.10.
- 1.18. "Fire Department": The Town of Belmont Fire Department.
- 1.19. "Gas Company": Keyspan Energy Delivery, or any successor utility company providing natural gas service to the McLean District.
- 1.20. "McLean" shall have the meaning given to it in the Recitals to this Agreement.

1.21. "McLean District" shall have the meaning given to it in the Recitals to this Agreement.

1.22. "McLean Drive Improvements": McLean Drive and the improvements associated therewith, including all gas lines, electric lines, telecommunications lines, drainage facilities, traffic volume monitoring devices, and sewer and water lines to be located in the McLean Drive Access and Utility Easement Area, all as more particularly set forth in the plan entitled "McLean Drive Improvements", prepared by Westcott Site Services, Inc. and dated June 6, 2002, appropriate lighting of McLean Drive, together with appropriate signage for the direction of traffic utilizing McLean Drive, and appropriate landscaping of the McLean Drive Access and Utility Easement Area.

1.23. "McLean Drive Improvements Plans and Specifications": The plans and specifications for the construction and installation of the McLean Drive Improvements, which will be derived from the plan referenced in Section 1.22 and the Zone 1A, Zone 1B and Zone 2 Site Approval.

1.24. "Member" shall have the meaning given to it in Section 4.3.

1.25. "NRC" shall have the meaning given to it in the Recitals to this Agreement.

1.26. "Occurrence" shall have the meaning given to it in Section 4.5.4.

1.27. "Olmsted Drive Improvements": Olmsted Drive and the improvements associated therewith, including all gas lines, electric lines, telecommunications lines, traffic volume monitoring devices, sewer lines and storm water drainage facilities to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area, the Zone 3-C Utility Easement Area, or the Zone 3-D Utility Easement Area, appropriate lighting of Olmsted Drive, appropriate signage for the direction of traffic utilizing Olmsted Drive, and appropriate landscaping of the Olmsted Drive Access and Utility Easement Area and the Zone 3 Access Easement Area, all as more particularly set forth in the plan entitled "ARC Belmont Campus, 115 Mill Street, Belmont, Massachusetts", prepared by Vanasse Hangen Brustlin, Inc. and dated May 22, 2000.

1.28. "Olmsted Drive Improvements Plans and Specifications": The plans and specifications for the construction and installation of the Olmsted Drive Improvements, which will be derived from the plan referenced in Section 1.27, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval.

1.29. "Open Space Subdistrict": Certain real property located in the McLean District which is depicted on the Plan and described in Exhibit A-7 attached hereto.

1.30. "Plan" shall have the meaning given to it in the Recitals to this Agreement.

1.31. "Pleasant Street Water Line": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water necessarily or appropriately located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area in order to connect the

Water Loop to the water main located in Pleasant Street, excluding any ancillary pipes and infrastructure used to provide potable water from the twelve-inch master water main to Zone 2, Zone 3 or Zone 4, all as more particularly set forth in the plan entitled "McLean District Redevelopment Water Loop Plan", prepared by Westcott Site Services, Inc. and dated January 12, 2001.

1.32. "Pleasant Street Water Line Plans and Specifications": The Plans and Specifications for construction and installation of the Pleasant Street Water Line, which will be derived from the plan referenced in Section 1.31 and the Design and Site Plan Approvals.

1.33. "Project": Any of the R&D Project, the Residential Project and the Senior Living Project.

1.34. "R&D Project" shall have the meaning given to it in the Recitals to this Agreement.

1.35. "REA": That certain Declaration of Reciprocal Easements and Agreements dated as of the date hereof and recorded simultaneously herewith.

1.36. "Representative" shall have the meaning given to it in Section 4.4.

1.37. "Residential Project" shall have the meaning given to it in the Recitals to this Agreement.

1.38. "Senior Living Project" shall have the meaning given to it in the Recitals to this Agreement.

1.39. "Town" shall mean the Town of Belmont, Massachusetts.

1.40. "Water Loop": The twelve-inch master water main and related infrastructure pertaining to the provision of potable water necessarily or appropriately located in the Open Space Subdistrict, Cemetery Zone, Zone 2, Zone 3, Zone 4 and Zone 5 in order to provide potable water to the portion of the Residential Project located in Zone 2, the Senior Living Project and the R&D Project, excluding any ancillary pipes and infrastructure used to provide potable water from the twelve-inch master water main to Zone 2, Zone 3, Zone 4 or Zone 5, all as more particularly set forth in the plan entitled "McLean District Redevelopment Water Loop Plan", prepared by Westcott Site Services, Inc. and dated January 12, 2001.

1.41. "Water Loop Plans and Specifications": The plans and specifications for construction and installation of the Water Loop, which will be derived from plan referenced in Section 1.40 and the Design and Site Plan Approvals.

1.42. "Zone 1A" shall have the meaning given to it in the Recitals to this Agreement.

1.43. "Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval": The Design and Site Plan Approval dated December 3, 2001 and issued by the Town to the Woodlands at Belmont Hill LLC with respect to the Residential Project.

1.44. "Zone 1B" shall have the meaning given to it in the Recitals to this Agreement.

1.45. "Zone 2" shall have the meaning given to it in the Recitals to this Agreement.

1.46. "Zone 3" shall have the meaning given to it in the Recitals to this Agreement.

1.47. "Zone 3 Design and Site Plan Approval": The Design and Site Plan Approval dated December 3, 2001 and issued by the Town to ARC with respect to the Senior Living Project.

1.48. "Zone 4" shall have the meaning given to it in the Recitals to this Agreement.

1.49. "Zone 4 Design and Site Plan Approval": The Design and Site Plan Approval dated December 3, 2001 and issued by the Town to Belmont ValueRealty Partners, LLC with respect to the R&D Project.

1.50. "Zone 5" shall have the meaning given to it in the Recitals to this Agreement.

ARTICLE 2

CONSTRUCTION AND INSTALLATION OF WATER SYSTEM

2.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the Water Loop, the Concord Avenue Water Line and the Pleasant Street Water Line. McLean shall construct and install the Water Loop in accordance with the Water Loop Plans and Specifications. McLean shall construct and install the Concord Avenue Water Line in accordance with the Concord Avenue Water Line Plans and Specifications. McLean shall construct and install the Pleasant Street Water Line in accordance with the Pleasant Street Water Line Plans and Specifications. McLean shall construct each of the Water Loop, the Concord Avenue Water Line and the Pleasant Street Water Line in accordance with all relevant provisions or conditions of the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval, the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval. After installation of the Water Loop, the Concord Avenue Water Line and the Pleasant Street Water Line, McLean shall submit "as built" plans to the Belmont Water Department and the Town.

2.2. Timing of Construction and Installation. McLean shall complete construction and installation of the Concord Avenue Water Line, and the Concord Avenue Water Line shall be fully operational, prior to the earlier to occur of (a) the issuance of a building permit for any building located in Zone 3 or Zone 4, or (b) the issuance of a certificate of occupancy for any building located in Zone 1A or Zone 1B. McLean shall complete construction and installation of the Water Loop, and the Water Loop shall be fully operational, prior to the earlier to occur of (a) the issuance of a building permit for any building located in Zone 3 or Zone 4, or (b) the issuance of a certificate of occupancy for any building located in Zone 2. McLean shall complete construction and installation of the Pleasant Street Water Line, and the Pleasant Street Water

Line shall be fully operational, prior to the issuance of a certificate of occupancy for any building located in Zone 3 or Zone 4.

2.3. Temporary Construction Easements. McLean hereby reserves to itself for its use, and the use of its contractors and subcontractors, and their respective agents and employees, in common with others entitled to use the same, temporary easements over, across, in, under and through such portions of Zone 1A, Zone 1B, Zone 2, Zone 3 and Zone 4 as McLean may reasonably deem necessary or appropriate in connection with the construction and installation of the Water Loop, the Concord Avenue Water Line or the Pleasant Street Water Line, for purposes of construction and installation of the Water Loop, the Concord Avenue Water Line or the Pleasant Street Water Line and such other purposes as may be reasonably related to such construction and installation; provided, however, that such temporary easements shall be limited to the minimum area reasonably required in order to complete such construction and installation and that any such construction and installation shall be undertaken in the most expeditious manner reasonably practicable to minimize interference with each Owner's use and enjoyment of, and damage to, its Zone; provided, further, that such temporary easements shall terminate on the issuance of a certificate of occupancy for the last of Zone 1A, Zone 1B, Zone 2, Zone 3, and Zone 4 to obtain a certificate of occupancy.

ARTICLE 3

CONSTRUCTION AND INSTALLATION OF DRIVEWAYS

3.1. Olmsted Drive Improvements.

3.1.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the Olmsted Drive Improvements, other than the gas lines that are a part of the Olmsted Drive Improvements. McLean shall construct and install the Olmsted Drive Improvements (other than the gas lines that are a part of the Olmsted Drive Improvements) in accordance with the Olmsted Drive Improvements Plans and Specifications, and all relevant provisions or conditions of the Zone 3 Design and Site Plan Approval and the Zone 4 Design and Site Plan Approval. McLean shall be responsible for coordinating with the Gas Company with respect to construction and installation of the gas lines that are a part of the Olmsted Drive Improvements, and McLean shall be responsible for performing such work as the Gas Company may reasonably require in connection with the construction and installation of such gas lines, including without limitation trenching and backfilling the areas in which such gas lines are located.

3.1.2. Timing of Construction and Installation. Construction and installation of the Olmsted Drive Improvements shall be completed in accordance with the Basic Driveway Standard, and in accordance with all applicable Design and Site Plan Approvals, prior to the issuance of a building permit with respect to any portion of Zone 3 or Zone 4. Construction and installation of the Olmsted Drive Improvements shall be completed to the Completed Driveway Standard, and in accordance with all applicable Design and Site Plan Approvals (and as-built

plans therefor shall be provided to the Owner of Zone 3, the Owner of Zone 4 and the Town), prior to the issuance of a certificate of occupancy for any building located in Zone 3 or Zone 4.

3.1.3. Temporary Construction Easements. McLean hereby reserves to itself for its use, and the use of its contractors and subcontractors, and their respective agents and employees, in common with others entitled to use the same, temporary easements over, across, in, under and through such portions of Zone 3 and Zone 4 as may be necessary or appropriate in connection with the construction and installation of the Olmsted Drive Improvements for purposes of construction and installation of the Olmsted Drive Improvements and such other purposes as may be reasonably related to such construction and installation; provided, however, that such temporary easements shall be limited to the minimum area reasonably required in order to complete such construction and installation and that any such construction and installation shall be undertaken in the most expeditious manner reasonably practicable to minimize interference with each Owner's use and enjoyment of, and damage to, its Zone; provided, further, that such temporary easements shall terminate on the issuance of a certificate of occupancy for the last of Zone 3 and Zone 4 to obtain a certificate of occupancy.

3.2. McLean Drive Improvements.

3.2.1. Responsibility for Construction and Installation. McLean shall be responsible for construction and installation of the McLean Drive Improvements, other than the gas lines that are a part of the McLean Drive Improvements. McLean shall construct and install the McLean Drive Improvements (other than the gas lines that are a part of the McLean Drive Improvements) in accordance with the McLean Drive Improvements Plans and Specifications, and all relevant provisions or conditions of the Zone 1A, Zone 1B and Zone 2 Design and Site Plan Approval. McLean shall be responsible for coordinating with the Gas Company with respect to construction and installation of the gas lines that are a part of the McLean Drive Improvements, and McLean shall be responsible for performing such work as the Gas Company may reasonably require in connection with the construction and installation of such gas lines, including without limitation trenching and backfilling the areas in which such gas lines are located.

3.2.2. Timing of Construction and Installation. Construction and installation of the McLean Drive Improvements shall be substantially completed (and as-built plans therefor shall be provided to the Owner of Zone 1A, Zone 1B and Zone 2, and to the Town) prior to the issuance of a certificate of occupancy for any building located in Zone 1A, Zone 1B or Zone 2.

ARTICLE 4

CONSTRUCTION COORDINATION COMMITTEE

4.1 Formation of Committee; Purposes of Committee. There is hereby formed by the Members (as hereinafter defined), a committee (the "Committee") for the purpose of facilitating,

for the benefit of Members, the coordination and implementation of construction activities relating to the development of the McLean District, as more particularly set forth herein.

4.2 Name. The Committee shall be known as the McLean District Construction Coordination Committee.

4.3 Membership. ARC, NRC, BVP, McLean and the Town (each, a "Member") shall each be a member of the Committee.

4.4 Representatives. Each Member shall designate an individual (each, a "Representative") to be such Member's representative on the Committee. During any period when a Member's Project is undergoing active construction, the Representative of such Member shall have at least ten (10) years of experience in managing or otherwise overseeing construction projects similar in nature and scope to such Member's Project. Each Representative shall be required to attend meetings of the Committee on behalf of such Member and, during any period when a Representative's Project is undergoing active construction, such Representative shall attend meetings of the Committee on behalf of such Member. Each Member initially designates the following respective individual as its Representative:

ARC: Frank DiPietro
Contact Information: (617) 924-1770

NRC: John C. Dawley
Contact Information: (617) 797-6704

BVP: Matthew Ross
Contact Information: (617) 520-6694

McLean: Andrew Healy
Contact Information: (617) 855-2617

Town: Belmont Director of Community Development
Contact Information: (617) 489-8220

Set forth above is the respective contact information for each Representative (other than the Town's Representative), through which such Representative may be contacted 24-hours per day, seven (7) days per week, 52 weeks per year. If at any time such contact information changes, or if any Member (other than the Town) designates a replacement Representative, then such updated contact information, or the name and contact information of the new Representative, as the case may be, shall be provided to each of the other Representatives, and shall be posted on a bulletin board in the Belmont Town Hall. For so long as the Committee is standing, each Member shall have a representative on the Committee until such time as such Member is entitled to resign from the Committee pursuant to the terms of Section 4.7 below. If any Member breaches the foregoing provision, and such Member fails to appoint a Representative within seven (7) days after notice of such breach from the District Project

Manager, then the other Members shall appoint a Representative for such Member and such designated Representative shall have full power and authority hereunder as if he or she had been designated by such Member.

4.5 District Project Manager.

4.5.1 Appointment. At all times prior to the Dissolution Date (as hereinafter defined), one of the Representatives eligible to so serve (as provided below) shall serve as District Project Manager. The District Project Manager shall be the Representative of either ARC, NRC or BVP, provided said Representative's Project is, during said Representative's term as District Project Manager, undergoing active construction pursuant to a building permit issued by the Town. During any time that there is no usable building permit outstanding for any of the Projects, the District Project Manager shall be the McLean Representative. In no event shall the Town's Representative serve as District Project Manager. The designation of District Project Manager may change from time to time, but no more frequently than semi-annually, with the intent that at all times during which any Project is undergoing active construction, the District Project Manager be that Representative whose Project is, relative to other Projects, undergoing most active construction.

4.5.2 Authority. The District Project Manager shall have the authority and permission, after reasonable prior notice to the affected Member (except in emergency situations), to enter such Member's property as required to carry out his or her responsibilities under this Agreement. The District Project Manager shall have the authority to facilitate the coordination and scheduling of blasting and truck activities relating to the construction of the Projects.

4.5.3 Access to District Project Manager. Each of the Town's Building Commissioner, Senior Planner and Town Administrator shall be notified at all times as to the identity, mailing address, e-mail address, phone number, mobile phone or pager number, and fax number of the District Project Manager. The District Project Manager shall be accessible to the Building Commissioner or the Senior Planner at all times, including nights, weekends and holidays. If, during his or her term, the District Project Manager is to be traveling or otherwise inaccessible for any period of time, then he or she shall designate a person to fill the role during his or her temporary absence, and notify the Building Commissioner and Senior Planner about how to reach his or her designee.

4.5.4 Responsibilities to the Committee. The District Project Manager shall be responsible for ensuring that the Committee meets, performs its functions, and reports its activities to the Town and to the public, all as set forth below in Section 4.6. The District Project Manager shall also chair each meeting of the Committee.

4.5.5 Responsibilities to the Town; Response to Occurrences. The Town's Building Commissioner and Senior Planner may each communicate to each of the other Representatives through the District Project Manager or directly, and the District Project Manager shall promptly convey all such communications to the appropriate Representative or Representatives. In addition, the District Project Manager shall be the primary contact person for

the Town's Building Commissioner or Senior Planner in the event that either such official determines that there is an occurrence or condition relating to the construction of any or all of the Projects that: (i) does not comply with applicable legal requirements, including without limitation the Design and Site Plan Approvals issued for each Project; or (ii) that otherwise poses a threat to the safety or well-being of the citizenry of the Town (either (i) or (ii) being an "Occurrence"). Upon notification of an Occurrence, the District Project Manager shall work promptly and diligently to determine the nature and cause of the Occurrence and the person(s) or Project(s) responsible for the Occurrence, and to have the responsible Representative(s) identify and implement appropriate remedial action. For each Occurrence reported to him or her, the District Project Manager shall promptly, and in no event more than twenty-four (24) hours after receiving notice of the Occurrence, verbally report to the Building Commissioner or the Senior Planner (as the case may be) as to which Project(s) were the source of such Occurrence, and, within forty-eight (48) hours after providing such verbal report, further report to the Building Commissioner or the Senior Planner the following information: (1) how, when and by whom the Occurrence has been or will be remedied, and (2) measures to be taken to prevent recurrence. Nothing in this Agreement shall diminish or negate the authority of the Building Commissioner under applicable law or as provided in the Design and Site Plan Approval decisions.

4.6 Meetings.

4.6.1 No Requirement for Open Public Meetings. Unless otherwise approved by a unanimous vote of the Committee, the regular and special meetings of the Committee shall not be open to the public.

4.6.2 Types of Meetings.

A. Regular Meetings. The Committee shall hold regular meetings at 9:00 a.m. (Eastern Time) on the first Wednesday of each calendar month, or, if the date of the regular meeting falls on a holiday, then the next weekday that is not a holiday. Upon a unanimous vote of the Committee, regular meetings of the Committee may be cancelled, or rescheduled to a different day or time.

B. Special Meetings. Special meetings of the Committee may be called by any Representative, in each case by giving all other Representatives notice of the time and place of any meeting at least seven (7) days prior thereto, except in the event of an emergency, when notice of a special meeting may be given in writing or orally to each Representative at least 24-hours prior to the time of the meeting.

4.6.3 Purposes of Meetings.

A. Forum for Project Updates. At each regular meeting, each Representative will update the Committee on the progress of his or her respective Project since the last Committee meeting, noting instances of delay and schedule changes. Each Representative will also provide the Committee with a description of the construction activities that are expected to occur with respect to such Representative's Project before the next Committee meeting. The description of

future construction activities will include: (1) a description of the nature and location of such activities, (2) the projected schedule for such activities, (3) information about truck traffic and routing, (4) the names and contact information of the contractor(s) and subcontractor(s) who will be performing such work, (5) any reasonably foreseeable unusual construction impacts on the Belmont community (e.g., unusual dust generation activities) and the methods that the Representative anticipates shall be employed to mitigate such impacts, (6) the location of any blasting activities with respect to such Project and the proposed schedule for such blasting activities, and (7) any other reasonable information that other Representatives may reasonably request with respect to such activities.

B. Forum for Issues. Meetings of the Committee will be a forum for Representatives to discuss any and all construction coordination issues relating to the Projects. The District Project Manager will identify any questions, complaints and concerns brought to his or her attention by Town officials or Town residents. At each meeting of the Committee, each Representative will be expected to respond to any such questions, complaints and concerns raised at the last Committee meeting that relate to such Representative's Project. To avoid or preempt Occurrences, Committee meetings will also be a forum for identifying off-site impacts of construction activities relating to the Projects, and for discussing the implementation of measures to mitigate any such impacts. Meetings of the Committee will also be a forum for discussing substantive changes to any Project that may require approval by the Town's Planning Board pursuant to the terms of such Project's Design and Site Plan Approval.

4.6.4 Meeting Reports. The District Project Manager shall prepare a draft report with respect to each meeting of the Committee within seven (7) days after the meeting, and shall distribute the draft for review and approval by each other Representative. After receipt of the draft report, each Representative will have seven (7) days to review and comment on the report. If within such seven (7) day period, any Representative does not raise any comments with the District Project Manager, then the report will be deemed approved by such reviewing Representative. Once the draft report is approved (or deemed approved) by each Representative, the District Project Manager shall cause the report to be posted at Town Hall, at the Town Public Library, and on the Town website, and will distribute the report to: (1) each Representative; (2) the Town's Building Commissioner; (3) the Town's Senior Planner; (4) the Town Administrator for the Town; (5) the Town's Planning Board; (6) the McLean Implementation Committee, (7) the Land Management Committee, and (8) the Town Clerk.

4.7 Duration of Committee. The Committee shall stand, and shall continue to hold regular meetings, until the last of NRC, ARC and BVP resigns from the Committee in accordance with the provisions of this Section 4.7. The date on which the Committee is so dissolved is referred to herein as the "Dissolution Date." NRC may resign from the Committee on the first anniversary of the date on which certificates of occupancy have issued for 100% of the residential units in its Project; ARC may resign from the Committee on the first anniversary of the date on which a certificate of occupancy has issued for 100% of its Project (as defined in the ARC Site Plan); and BVP may resign from the Committee on the first anniversary of the date

on which a certificate of occupancy has issued for its Project. Notwithstanding the foregoing, ARC may resign from the Committee (whereupon the Committee shall then dissolve) if: (i) NRC and BVP have each resigned from the Committee in accordance with the foregoing provisions of this Section 4.7, and (ii) at least one (1) year has expired since the date on which a certificate of occupancy was issued for Phase I of ARC's Project. Upon its resignation from the Committee, a Member shall be released and discharged from all of its obligations and liabilities under this Article 4 first accruing on or after the date of such resignation. On the Dissolution Date, the terms of this Article 4 shall be null and void, and each of the Members shall be released and discharged from all of their respective obligations and liabilities under this Article 4, except for obligations or liabilities first accruing prior to the Dissolution Date.

ARTICLE 5

DEFAULT AND ENFORCEMENT

5.1. Events of Default. If an Owner (a "Defaulting Owner") shall not keep or perform any of the respective terms, covenants or conditions imposed upon it pursuant to this Agreement (a "Default"), and such Default shall continue for a period of ten (10) days following receipt by such Defaulting Owner of written notice thereof from a Benefited Owner, unless such obligation is not, by its nature, reasonably susceptible of cure within such ten (10) day period, in which case the time for such Defaulting Owner to cure such Default shall be extended for such period of time as may be reasonably necessary to complete such cure, provided that such Defaulting Owner commences such cure within such ten (10) day period, and thereafter diligently prosecutes such cure to completion, then, in any of such events (an "Event of Default"), any Benefited Owner may pursue the remedies specified in Section 5.2.

5.2. Remedies. If an Event of Default has occurred and is continuing with respect to an Owner, any Benefited Owner may:

- (a) Enforce this Agreement against the Defaulting Owner by an action at law or in equity, including, without limitation, an action for injunctive relief or specific performance;
- (b) Where applicable, pursue the self-help rights provided for in Section 5.5;
and
- (c) Pursue any other remedy available to such Benefited Owner at law or in equity.

Notwithstanding the foregoing, in no event shall the Benefited Owner's remedies include the right to terminate this Agreement by reason of an Event of Default and the Benefited Owner shall have no equitable rights in the Defaulting Owner's Zone. Upon the written request of the Defaulting Owner, the Benefited Owner shall be required, before exercising one or more of the remedies set forth in (a) through (c) above, to submit the matter giving rise to the Event of Default to arbitration pursuant to Section 7.17.

5.3. Costs of Enforcement. If an Event of Default has occurred, the Defaulting Owner shall pay the Assessing Owner within fifteen (15) days after billing for all reasonable costs and expenses, including reasonable attorneys' fees and court costs, incurred by the Assessing Owner in collecting such unpaid amounts, together with interest from the date of expenditure by the Assessing Owner to the date of payment by the Defaulting Owner at the Interest Rate until paid in full.

5.4. Mortgagee's Rights. Prior to exercising a remedy under Section 5.2 (a) or (c) above, the Assessing Owner shall send notice to any Listed Mortgagees of the Zone in question. If within thirty (30) days after such notice, a Listed Mortgagee shall (a) pay the Assessing Owner any unpaid amounts due from the Owner pursuant to the terms of this Agreement, (b) commence foreclosure or other appropriate action to acquire title to the Zone or (c) notify the Assessing Owner of its intention so to foreclose or acquire title, then the Assessing Owner shall not exercise such remedy, provided that (i) the Listed Mortgagee shall diligently prosecute any such foreclosure or other acquisition of title and (ii) the Listed Mortgagee or purchaser at foreclosure shall pay such unpaid amounts to the Assessing Owner within fifteen (15) days after the foreclosure is completed or after title has otherwise been acquired.

5.5. Self-Help Rights. If an Event of Default occurs and is continuing with respect to any Owner's obligation hereunder to construct or install the Olmsted Drive Improvements, the McLean Drive Improvements, the Water Loop, the Concord Avenue Water Line, the Pleasant Street Water Line, then any Benefited Owner (the "Curing Owner") may provide the Defaulting Owner with a notice describing the Event of Default and the Curing Owner's intent to cure the same if such Event of Default continues. Upon receipt of any such notice from the Curing Owner, the Owner purportedly in Default may either: (i) dispute the alleged Default and submit the matter to arbitration pursuant to Section 7.18, or (ii) cure such Default. If such Default continues for a period of five (5) days after such notice from the Curing Owner, and such Default has not been submitted to arbitration as aforesaid, then the Curing Owner may, at its option, without prejudice to any rights or remedies that such Owner may have with respect to such Default, cure such Default. The Curing Owner may enter upon any portion(s) of the McLean District necessary to implement such cure after notice to the owner(s) of such portion(s) of the McLean District and after providing such owner(s) a certificate of insurance showing that the Curing Owner and its contractors have obtained the minimum insurance required pursuant to Section 5.3 of the REA. Any entry under the aforesaid right of access shall be limited to the minimum area reasonably required in order to implement such cure, and shall be made, and all work in connection with any such cure shall be conducted, in the most expeditious manner reasonably practicable to minimize interference with the owner's use and enjoyment of, and damage to, its portion(s) of the McLean District. Any such cure shall be diligently prosecuted to completion by the Curing Owner. Upon completion, the Curing Owner shall promptly restore the area of entry to its condition prior to such work to the fullest extent practicable, and the Defaulting Owner shall pay the Curing Owner within fifteen (15) days after billing for all reasonable costs and expenses incurred by the Curing Owner in implementing such cure, together with interest from the date of expenditure by the Curing Owner to the date of payment by the Defaulting Owner at the Interest Rate until paid in full.

ARTICLE 6

OPTIONS TO ASSUME CERTAIN RESPONSIBILITIES

6.1. Option. ARC and BVP shall each have the option, which may be exercised in accordance with the provisions of Section 6.2, to assume all of McLean's responsibilities for construction and installation of the Olmsted Drive Improvements as set forth in Section 3.1, and all of McLean's rights in connection with the construction and installation of the Olmsted Drive Improvements as set forth in Section 3.1.3. In the event that either ARC or BVP exercises the option described in this Section 6.1, such party shall also assume all of McLean's responsibilities for construction and installation of the Pleasant Street Water Line and the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area as set forth in Article 2, and all of McLean's rights in connection with the construction of the Pleasant Street Water Line and the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area as set forth in Section 2.3. In the event that either ARC or BVP exercises the option set forth in this Section 6.1, such party and McLean shall cooperate to the fullest extent possible using good faith, diligent, commercially reasonable efforts to coordinate construction and installation of the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area and the Zone 3-D Utility Easement Area with construction and installation of the remainder of the Water Loop so that the entire Water Loop is installed in a safe and efficient manner that is consistent with appropriate engineering standards.

6.2. Exercise. Provided that the option set forth in Section 6.1 has not been previously exercised and the exercising party is not actively performing its obligations under Section 6.1, either ARC or BVP may exercise the option described in Section 6.1 by delivering written notice to McLean (with copies to the Town and the other Owners) at any time before McLean has commenced construction and installation of the Olmsted Drive Improvements or the Pleasant Street Water Line. Notwithstanding any provision to the contrary contained in this Agreement, if McLean has completed construction and installation of the portion of the Water Loop to be located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement Area or the Zone 3-D Utility Easement Area, at the time of any exercise of the option described in Section 6.1, then the exercising party shall not assume McLean's responsibilities or rights relating to the portion of the Water Loop that McLean has so constructed and installed.

ARTICLE 7

MISCELLANEOUS

7.1. Rights Granted. The easements, restrictions, covenants, agreements, benefits and obligations set forth in this Agreement shall create mutual and reciprocal easements, restrictions, benefits and servitudes appurtenant to the Zones benefited and burdened thereby, running with

the land, for the duration set forth in Section 7.2. Each Owner may grant to its Permittees the privilege to use, in common with the other Owners and other Permittees, the easements hereby granted to or conferred upon each of them, respectively; provided, however, that (a) neither such Permittees nor any other third parties shall be deemed third party beneficiaries under this Agreement, and (b) none of such Permittees shall have the right, solely by virtue of this Agreement, to enforce such benefits or to enjoin any actual or threatened violation of such benefits by the Owners or any other Permittee.

7.2. Duration. The easements, restrictions, covenants, agreements, benefits and obligations set forth in this Agreement shall expire on the Dissolution Date, except for any obligation accruing prior to the Dissolution Date that has not been completely satisfied as of such date. Promptly following receipt of a written request therefor from any Owner, each other Owner and the Committee shall execute and deliver, in recordable form, such documentation as is reasonably necessary to evidence the expiration of the easements, restrictions, covenants, agreements, benefits and obligations set forth in this Agreement.

7.3. Transfer of Interest. In the event of any transfer of the interest of an Owner in and to its Zone or any portion thereof, the transferring Owner shall (for the purpose of this Agreement only) be the agent of each of its transferees until the notice requirement set forth below is satisfied. Each Owner shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to its Zone which accrue during the period of such ownership, and such liability shall continue with respect to any portion in which it transfers its interest as aforesaid until the notice requirement set forth below is complied with, at which time the transferring Owner's liability hereunder shall terminate with respect to such portion, or the whole, as applicable, and all transferees of each Zone shall thereafter collectively be deemed to be an "Owner" under this Agreement and shall automatically become liable for all obligations of the transferring Owner hereunder with respect to such portion, or the whole, as applicable, and for all obligations arising after compliance with the notice requirement set forth below. An Owner transferring all or any portion of its interest as the owner of its Zone shall give notice to each other Owner of such transfer and shall include therein at least the following information: (i) the name and address of the transferee and (ii) a copy of the survey showing the location and indicating the legal description of the portion of the Zone transferred, if less than all of the Zone is being transferred. Any transfer shall be subject to the terms of this Agreement and shall be subject to all applicable laws and ordinances. Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of any lien permitted hereunder which is placed upon a Zone or portion thereof prior to receipt of the notice.

7.4. Recordation and Mortgages.

7.4.1. This Agreement shall be recorded in the Registry of Deeds. This Agreement shall be recorded prior to the recordation of any mortgage or any other instrument other than the REA creating a lien upon any portion of the McLean District.

7.4.2. Any mortgage or similar instrument duly and properly recorded after the recording of this Agreement which encumbers any portion of the McLean District shall at all times be subordinate to the terms of this Agreement and any party foreclosing any such mortgage or deed of trust or similar instrument or taking possession of a Zone, or acquiring title by deed in

lieu of foreclosure, trustee's sale, foreclosure sale or otherwise, or any party claiming title by, through or under the mortgagee of such Zone, shall acquire title subject to all of the terms and provisions of this Agreement, provided that such party shall be liable for the payment and performance of all covenants, obligations and undertakings herein set forth with respect to its Zone which accrue during its period of ownership, and such party shall not be liable for any act or omission of the prior Owner of the Zone acquired.

7.5. Further Instruments and Assurances. Within fifteen (15) days after receipt of a written request therefor from another Owner, each Owner shall execute and deliver, in recordable form when necessary and/or desirable, any and all documentation as is reasonably necessary and applicable to effectuate or confirm the intentions of the parties hereto set forth herein or to implement the grants of easements, covenants and restrictions contained in this Agreement. The Owner requesting the execution of any such documents shall bear all costs of preparing and recording such documents.

7.6. Headings. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

7.7. References to Articles and Sections. Unless otherwise expressly provided, all references herein to Articles or Sections shall mean the Articles and Sections of this Agreement.

7.8. Binding. Except as specifically provided herein to the contrary, this Agreement shall be binding upon, enforceable by and against, and inure to the benefit of (i) each of the parties hereto, and its respective successors and assigns as set forth in Section 7.3, and (ii) the Town.

7.9. Non-Waiver. No delay or omission by any Owner in the exercise of any right accruing upon any Default of any other Owner or its Permittees shall impair such right or be construed to be a waiver thereof, unless expressly waived in writing by the nondefaulting Owner. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Exercise by an Owner, or the beginning of the exercise by an Owner, of any one or more of the rights or remedies provided for in this Agreement, now or hereafter existing at law or in equity, shall not be considered as an election of remedies so as to preclude the simultaneous or subsequent exercise by such Owner of any other right or remedy for such breach.

7.10. Excusable Delay. Whenever performance is required of an Owner under the terms of this Agreement, that Owner shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of Acts of God, adverse weather conditions preventing the performance of work as certified by the architect or engineer retained in connection with such work, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, government action or inaction, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused ("Excusable Delay"); provided that

written notice is given by the Owner claiming the benefit of Excusable Delay to each of the Owners to be benefited by such Owner's performance, which notice shall specify the nature and anticipated duration of the Excusable Delay. Notwithstanding the foregoing, lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of an Owner. The provisions of this Section 7.10 shall not operate to excuse any Owner from the prompt payment of any monies required by this Agreement.

7.11. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by overnight air courier or express delivery service with proof of delivery acknowledged, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery, or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver. Any notice to McLean shall be addressed as follows:

Michele Gougeon, Executive Vice President
and Chief Operating Officer
The McLean Hospital Corporation
115 Mill Street
Belmont, MA 02178

with a copy to: Stephen W. Kidder, Esq.
Hemenway & Barnes
60 State Street
Boston, MA 02109

and: Partners HealthCare System, Inc.
Office of the General Counsel
50 Staniford Street
Suite 1000
Boston, MA 02114

Any notice to The Woodlands at Belmont Hill, LLC shall be addressed as follows:

The Woodlands at Belmont Hill LLC
c/o Northland Residential Corporation
10 Second Avenue
Burlington, MA 01803

with a copy to: V. Douglas Errico, Esq.
Marcus, Errico, Emmer & Brooks, P.C.
Suite 107
45 Braintree Hill Office Park
Braintree, MA 02184

Any notice to American Retirement Corporation shall be addressed as follows:

American Retirement Corporation
111 Westwood Place
Suite 402
Brentwood, TN 37027

with a copy to: Francis X. Hanlon, Esq.
Ropes & Gray
One International Place
Boston, MA 02110

Any notice to Belmont ValueRealty Partners, LLC shall be addressed as follows:

Belmont ValueRealty Partners, LLC
124 Mt. Auburn Street
Suite 200N
Cambridge, MA 02138

with a copy to: Anne H. Meyer, Esq.
Goulston & Storrs, PC
400 Atlantic Avenue
Boston, MA 02110

All notices and other communications to an Owner that are authorized or required hereunder shall be addressed to the receiving Owner at the address set forth in any recorded instrument conveying the interest in a Zone or portion thereof to such Owner (such as a deed or notice of lease), or to such other address or addresses as such Owner may hereafter designate by written notice to all other Owners.

7.12. Estoppel Certificate and Compliance Certificate.

7.12.1. Upon not less than fifteen (15) days' prior written request by any Owner in connection with the sale or transfer by fee interest, assignment, lease or sublease of all or a portion of such Owner's Zone or in connection with the financing or refinancing of such Owner's Zone by mortgage or sale-leaseback, the other Owners shall execute, acknowledge, and deliver to such Owner or its designee, a statement certifying, to the other Owner's knowledge, that: (i) this Agreement is in full force and effect and is binding upon the Owners, if true, (ii) this Agreement has not been amended or modified, either orally or in writing, or, if there have been amendments or modifications, this Agreement has been amended or modified (attaching accurate and complete copies of the modifications), (iii) that the requesting Owner or each of the other Owners, as applicable, is not in default in the performance of its obligations under this Agreement or, if in default, specifying the nature of any and all defaults, and (iv) such other reasonable information as the requesting party may request. Any such certificates may be relied upon by transferees, Occupants, mortgagees, deed of trust beneficiaries and leaseback-lessors.

7.12.2. Upon request by the Town's Building Commissioner from time to time (but not more frequently than twice annually), each Owner shall certify to the Town that, to such

Owner's knowledge, it is in material compliance with the terms and provisions of this Agreement to be performed or observed by such Owner (or, if applicable, the manner in which such Owner is not in such compliance).

7.13. No Partnership. Nothing contained in this Agreement or any acts of the Owners shall be deemed by the Owners or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture between the Owners or their successors in interest.

7.14. No Merger. Although the Zones are as of the date of this Agreement, and may from time to time hereafter be, in common ownership, the easements and covenants created hereby shall not be extinguished by merger or otherwise.

7.15. Limitation of Liability. No partner, shareholder, trustee, beneficiary, director, officer, partner, member, or employee of any Owner or any other affiliated person of any Owner shall have any personal liability under this Agreement. Nothing in this Section 7.15 shall limit in any way any person's right to pursue equitable remedies in the event of a Default by the Owner under this Agreement, as more particularly set forth herein.

7.16. Limitation of Responsibilities and Rights. Notwithstanding any provision to the contrary contained in this Agreement, the responsibilities and rights of each of NRC, ARC and BVP set forth in this Agreement are specifically conditioned upon such Person being at all times either an Owner or a party to a purchase contract pertaining to the acquisition of one or more Zones. If at any time, any of NRC, ARC or BVP is neither an Owner nor a party to a purchase contract pertaining to the acquisition of one or more Zones, then such Person shall provide written notice of such state of facts to the Committee; following receipt by the Committee of such notice, such Person shall have no further responsibilities or rights under this Agreement except for responsibilities that accrued prior to receipt by the Committee of such notice.

7.17. Dispute Resolution. Any disputes arising in connection with any matter giving rise to an Event of Default with respect to which the Defaulting Owner has requested arbitration in accordance with the provisions of Section 5.2, the right of any Owner to exercise self-help rights in accordance with the provisions of Section 5.6 or the failure by any Owner to cooperate in accordance with the provisions of Section 7.18 shall be subject to the arbitration provisions of this Section 7.17. No other provision of this Agreement shall be subject to the arbitration provisions under this Section 7.17, unless all parties to a dispute otherwise agree. Any disputes between the parties hereto with respect to this Agreement that are subject to arbitration as described above shall be submitted to arbitration in accordance with the provisions of Massachusetts law. Arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the accelerated rules, regulations and procedures from time to time in effect as promulgated by the American Arbitration Association. Prior written notice of application by either party for arbitration shall be given to the other at least ten (10) days before submission of the application to the American Arbitration Association's office in Boston, Massachusetts. The arbitrator shall hear the parties and their evidence. The decision of the arbitrator shall be binding and conclusive, and judgment upon the award or decision of the arbitrator may be entered in the appropriate court of law; and the parties shall consent to the jurisdiction of such court and further agree that any process or notice of motion or application to the court or a judge thereof may be served outside of Massachusetts by registered mail or by

personal service, provided a reasonable time for appearance is allowed. The costs and expenses of each arbitration and their apportionment between the parties shall be determined by the arbitrator in his or her award or decision. No arbitrable dispute shall be deemed to have arisen prior to the expiration of the period of fifteen (15) days after the date of giving of written notice by the party asserting the existence of the dispute together with a description thereof sufficient for an understanding thereof.

7.18. Cooperation. The Owners agree to cooperate jointly to the fullest extent possible using good faith, diligent, commercially reasonable efforts to effectuate the intent of this Agreement. Unless otherwise expressly provided to the contrary in this Agreement, use of the term "approval" or "consent" or any variation thereof means that such approval or consent shall not be unreasonably withheld, delayed or conditioned.

7.19. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared to be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to other persons or circumstances, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.20. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Massachusetts.

7.21. Deeds of Portions of McLean District. Any deed from McLean of any portion of the McLean District delivered after the date hereof shall make reference to this Agreement and the rights and obligations of NRC, ARC and BVP under this Agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

By: Michele L. Gougeon
Name: Michele L. Gougeon
Title: Executive Vice President
Chief Operating Officer

By: Bruce M. Cohen
Name: Bruce M. Cohen, M.D., Ph.D.
Title: President & Psychiatrist in Chief

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: _____
Name:
Title:

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By: _____
Name:
Title:

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: Frank M. Stewart
Name: Frank M. STEWART
Title: President

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By: _____
Name:
Title:

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

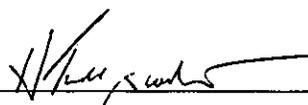
By: _____
Name:
Title:

By: _____
Name:
Title:

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: _____
Name:
Title:

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By:  _____
Name:
Title: **H. Todd Kaestner**
EVP Corporate Development

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal, with the intent that it be a sealed instrument, on the day and year first above written.

THE MCLEAN HOSPITAL CORPORATION, a
Massachusetts non-profit corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

THE WOODLANDS AT BELMONT HILL LLC, a
Massachusetts limited liability company

By: _____
Name:
Title:

AMERICAN RETIREMENT CORPORATION, a
Tennessee corporation

By: _____
Name:
Title:

BELMONT VALUEREALTY PARTNERS, LLC,
a Massachusetts limited liability company

By: David Geller
Name: DAVID GELLER
Title: MANAGER

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Middlesex

Before me, the undersigned notary public, on this 18th day of January,
2005, personally appeared Michele L. Gougeon and
Bruce M. Cohen, M.D., Ph.D., who are personally known to me or were each proved
to me through a current document issued by a federal or state government agency bearing a
photographic image of the signatory's face and signature, to be the persons whose names are
signed to the foregoing instrument and acknowledged to me that they signed it as their free act
and deed and the free act and deed of The McLean Hospital Corporation, as
Ex. V.P. & C.O.O. and President & P.I.C. respectively, for The McLean
Hospital Corporation, for its stated purpose.

CATHERINE F. BOWEN
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 10, 2008



[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____,
2005, personally appeared _____ who is personally
known to me or was proved to me through a current document issued by a federal or state
government agency bearing a photographic image of the signatory's face and signature, to be
the person whose name is signed to the foregoing instrument and acknowledged to me that
he/she signed it as his/her free act and deed and the free act and deed of The Woodlands at
Belmont Hill LLC, as _____ for The Woodlands at Belmont Hill
LLC, for its stated purpose.

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____, 2005, personally appeared _____ and _____, who are personally known to me or were each proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the persons whose names are signed to the foregoing instrument and acknowledged to me that they signed it as their free act and deed and the free act and deed of The McLean Hospital Corporation, as _____ and _____ respectively, for The McLean Hospital Corporation, for its stated purpose.

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ~~MIDDLESEX~~

Before me, the undersigned notary public, on this 17th day of January, 2005, personally appeared Frank M. Stewart who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of The Woodlands at Belmont Hill LLC, as President of Northend Residential for The Woodlands at Belmont Hill LLC, for its stated purpose.

Noreen A. Browne



[notary seal]
NOREEN A. BROWNE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 6, 2011



STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, the undersigned notary public, on this 14th day of January, 2005, personally appeared H Todd Kaeitner who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of American Retirement Corporation, as EVP American Retirement Corporation, for its stated purpose.



Linda B. Devault

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____, 2005, personally appeared _____ who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of Belmont ValueRealty Partners, LLC, as _____ for Belmont ValueRealty Partners, LLC, for its stated purpose.

[notary seal]

STATE OF TENNESSEE
COUNTY OF

Before me, the undersigned notary public, on this _____ day of _____, 2005, personally appeared _____ who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of American Retirement Corporation, as _____ for American Retirement Corporation, for its stated purpose.

[notary seal]

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Norfolk

Before me, the undersigned notary public, on this 19 day of January 2005, 2005, personally appeared David Y. Geller who is personally known to me or was proved to me through a current document issued by a federal or state government agency bearing a photographic image of the signatory's face and signature, to be the person whose name is signed to the foregoing instrument and acknowledged to me that he/she signed it as his/her free act and deed and the free act and deed of Belmont ValueRealty Partners, LLC, as MANAGER for Belmont ValueRealty Partners, LLC, for its stated purpose.

[Signature]
[notary seal]



EXHIBIT A-1A

Description of Zone 1A, Residential Subdistrict

That certain parcel of land shown as "Zone 1A, Residential Subdistrict" on the Plan, containing 8.81 acres.

EXHIBIT A-1B

Description of Zone 1B, Residential Subdistrict

That certain parcel of land shown as "Zone 1B, Residential Subdistrict" on the Plan, containing 6.21 acres.

EXHIBIT A-2

Description of Zone 2, Residential Subdistrict

That certain parcel of land shown as "Zone 2, Residential Subdistrict" on the Plan, containing 11.18 acres.

EXHIBIT A-3

Description of Zone 3, Senior Living Subdistrict

That certain parcel of land shown as "Zone 3, Senior Living Subdistrict" on the Plan, containing 12.83 acres.

EXHIBIT A-4

Description of Zone 4, Research and Development Subdistrict

That certain parcel of land shown as "Zone 4, Research & Development Subdistrict" on the Plan, containing 11.58 acres.

EXHIBIT A-5

Description of Zone 5, Institutional Subdistrict

That certain parcel of land shown as "Zone 5, McLean Institutional Subdistrict" on the Plan, containing 46.17 acres.

EXHIBIT A-6

Description of Zone 6, General Residence Subdistrict

That certain parcel of land shown as "Zone 6, General Residence District" on the Plan, containing 1.34 acres.

[Handwritten Signature]
Notary Public
State of Michigan

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INITIAL
APPROVED DESIGN

①

Transportation
Land Development
Environmental
Services

 Yanasse Hangen Brustlin, Inc.

101 Walnut Street
Post Office Box 9151
Watertown
Massachusetts 02471

Memorandum To: Mr. Thomas Gatzunis
Director, Community Development
Office,
Town of Belmont Date: March 7, 2001

From: Frank DiPietro, P.E.  Project No.: 06935
Re: ARC Drainage Design: Detention
Basin and Zoning Bylaw Compliance

In a separate memorandum, Ropes & Gray has provided background and discussion regarding the compliance of the proposed storm drainage system for the ARC, Zone 3, Senior Housing development with the provisions of the Zoning Bylaw. This memo, and the attached figures, provide a technical summary to indicate that the proposed storm drainage design for the ARC project complies with the requirements and provisions of the McLean District Zoning Bylaw.

The proposed ARC drainage system design addresses storm water runoff from three major drainage areas. These areas are (1) the "uphill" Zone 5 drainage area, mostly through Upham Bowl, and a portion of the access drive which replaces the existing drive in this area; (2) the Zone 3 development and a portion of the access driveway area; and (3) the access driveway below Zone 3, through the Vehicular Access Easement portion of the Open Space area. For drainage areas (2) and (3), storm water is collected in a closed drainage system (with catch basins, manholes, pipes, and water quality treatment devices in accordance with Section 6A.5 (h) of the McLean Bylaw). These areas are depicted upon the accompanying site plan Figures 1 and 2.

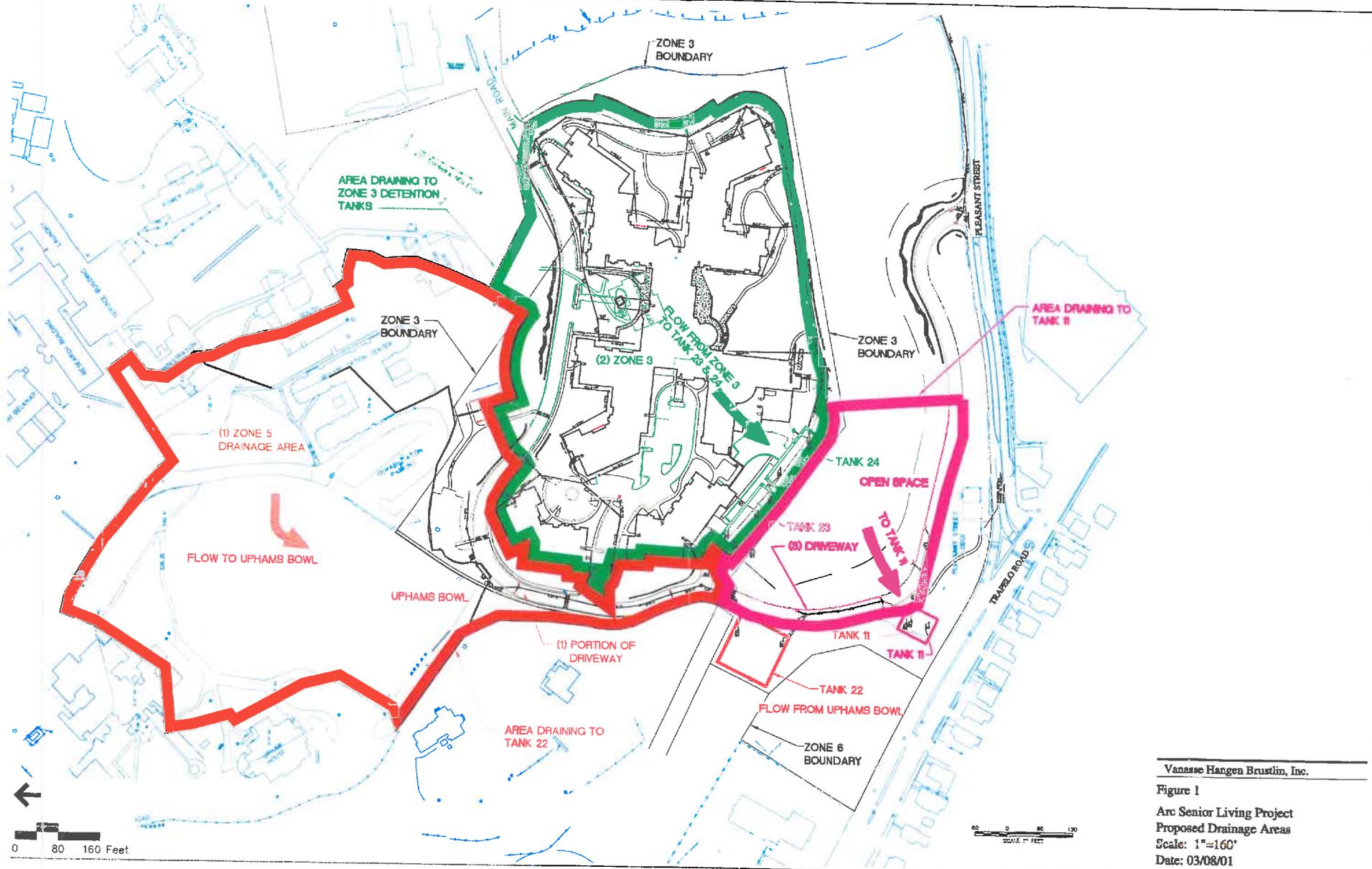
In order to manage storm water runoff as required by Section 6A.5 of the McLean Bylaw, four underground detention tanks (basins) are proposed to temporarily hold runoff and provide a controlled discharge of storm water over extended periods of time. Four tanks, rather than one or two very large tanks, are proposed in compliance with Zoning By-law Section 6A.5(d)'s policy against "accumulation and the need for larger structures." Detention tanks 23 and 24, located in Zone 3, handle the storm runoff from the Zone 3 development area, Drainage Area (2). Detention Tank 11, located adjacent to Trapelo Road at the location of the existing detention area, handles runoff from the access driveway within the Open Space, Drainage Area (3). Each of these detention tanks is designed to mitigate the peak storm water flows from the drainage area served and the zoning district where they are located. These tanks ensure that pre-development peak flow rates are maintained. These tanks, the drainage areas they serve, and the zoning districts in which they are located are shown on the accompanying Figure 1.

Mr. Thomas Gatzunis, Director
Community Development Office
Town of Belmont
March 7, 2001

Detention Tank 22, located within the Open Space area southwesterly of Zone 3, collects the runoff from the "uphill" Zone 5, Upham Bowl area, and a portion of the proposed driveway running through Zone 3 and is designated Drainage Area (1) on Figure 1. Less than 2 % of the total volume of runoff from area (1), Tank 22 comes from the proposed increase in the impervious area from the driveway referenced above. As there is no new development currently proposed for Zone 5 or the Upham Bowl, and the new driveway replaces the existing driveway with an improved storm drainage system, no mitigation of increased storm water flows is required. However, existing runoff from this area reportedly has resulted in drainage problems on Trapelo Road. In response to requests from Tom Gatzunis, Detention Tank 22 was proposed to attenuate the existing peak flows from Zone 5 through Upham Bowl to improve the drainage situation at Trapelo Road. We have been informed that Mr. Gatzunis is of the opinion that Tank 22 is the appropriate engineering solution to this situation.

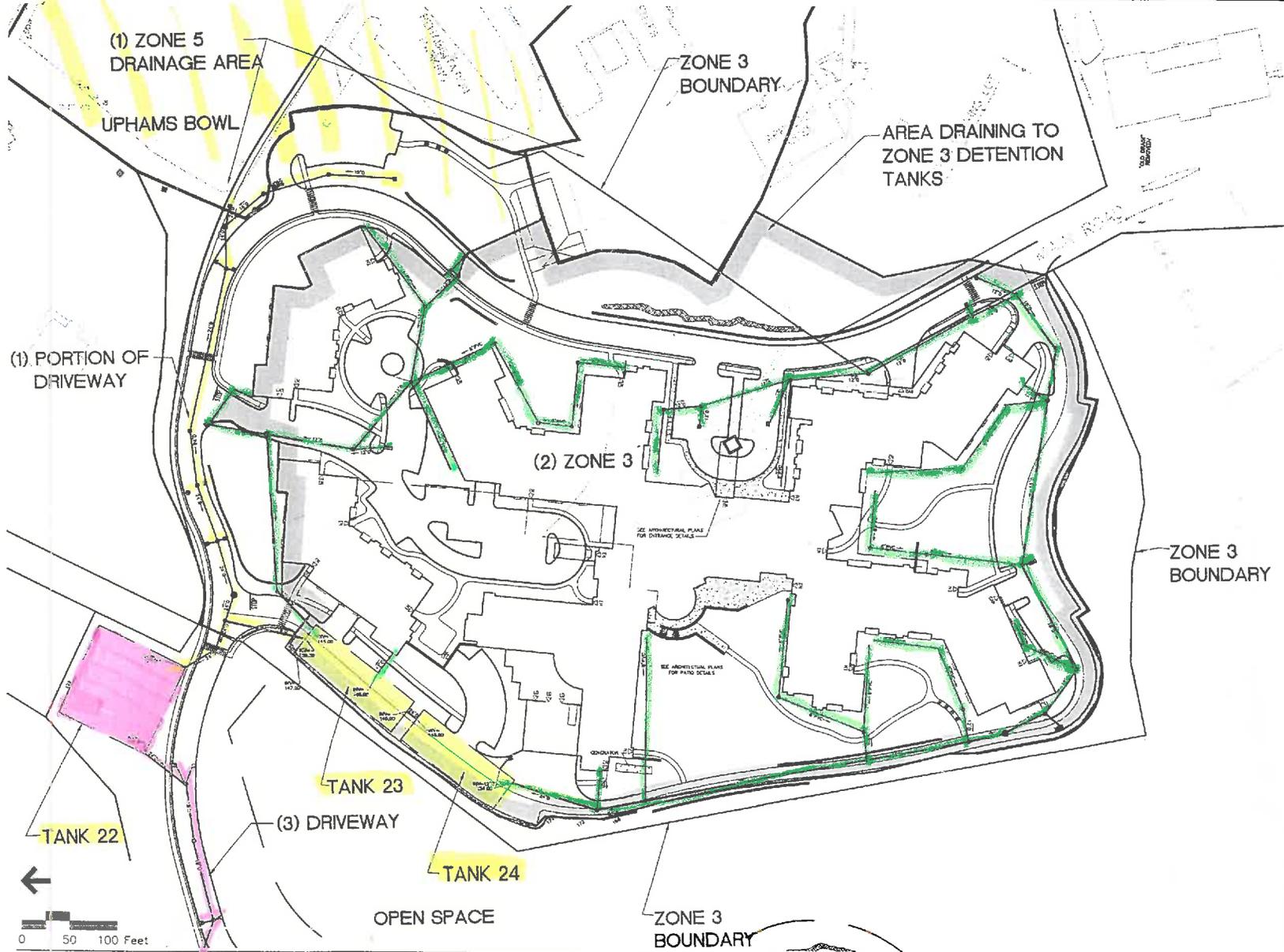
In summary, storm water runoff and drainage for the ARC Zone 3 development is handled by onsite Detention tanks 23 and 24 located within Zone 3. Detention Tank 11 handles runoff and drainage from the access drive in the Vehicular Access Easement portion of the Open Space, and Detention Tank 22 handles the runoff and drainage from the "uphill" McLean campus, (Zone 5) area and a portion of the proposed access drive. All have been designed to meet the requirements of Section 6A.5 of the McLean Bylaw. The overall drainage design for the Zone 3 development and the access drive provides a comprehensive system to control, treat and mitigate the storm water runoff from the proposed development which it serves, thereby improves existing drainage conditions at Trapelo Road.

The Site Plan Application of May 22, 2000, and the supplemental submission materials provided to the Town, depict in detail the proposed storm drainage system for the Zone 3 site and the access driveway. This system is shown on Site Plan Sheets C-6 and C-7, with design calculations contained in the Storm Water Management Report and a number of supplemental memoranda, calculations, and plans. These materials have been and continue to be reviewed as part of the ongoing Site Plan review process.



Vanasse Hangen Brustlin, Inc.

Figure 1
Arc Senior Living Project
Proposed Drainage Areas
Scale: 1"=160'
Date: 03/08/01



Vanasse Hangen Brustlin, Inc.

Figure 2

Arc Senior Living Project
Proposed Drainage Areas

Scale: 1"=100'

Date: 02/27/01

② INTKO.
INTRIM.

August 10, 2005

Ref: 08145.01

Mr. Glenn Clancy
Director, Office of Community Development
Town of Belmont
Town Hall Annex
Belmont, Massachusetts 02478-0900

Re: Proposed Olmsted Drive
Design Plans
McLean Hospital
Belmont, MA

Dear Glenn,

As we discussed at our meeting a few weeks ago, McLean Hospital is moving ahead with the design and construction of Olmsted Drive from its intersection with Pleasant Street (driveway station 0+00 on the approved Site Plans) through Zone 3 and terminating within the "panhandle" portion of Zone 4 (driveway station 24+82 from the Site Plans). At this point in time, there are no plans to undertake any further construction for either the proposed Zone 3 or 4 development, except for the infrastructure associated with Olmsted Drive and the utilities within and the grading needed adjacent to the driveway. An exhibit plan that depicts the proposed driveway and associated work is enclosed for your reference.

We have reviewed the "Design & Site Plan Approval for the ARC Belmont Campus Senior Living Housing Development @ McLean District, Belmont, MA", as granted by the Belmont Planning Board and filed on December 3, 2001, with regards to Conditions, as these might apply to the proposed construction of Olmsted Drive.

The paragraphs below present a summary of how it is proposed that the construction of Olmsted Drive will address the specific Approval Conditions of the Design and Site Plan Approval

Glenn Clancy
Project No.: 08145.01
August 10, 2005
Page 2

1. **Performance Guarantee:** A performance guarantee will be provided to the Town for review and approval by the OCD prior to commencement of construction to cover Olmsted Drive and the infrastructure, utilities, landscaping, tree protection and erosion controls, directly associated with the driveway construction.
2. **Legal Requirements:** These have been completed.
3. **Project procedures:** The Construction Management Plan (Exhibit C of the Site Plan Approval) will be adhered to throughout the construction of Olmsted Drive. As these pertain to the work area for the driveway, the construction of Olmsted Drive will also comply with the Temporary Construction Fencing (Exhibit F), the Tree Evaluation and Protection Plan (Exhibit S), and the Blasting requirements of the Belmont Fire Department (Exhibit R) are adhered to during construction. Lastly, written reports detailing the status and progress of construction will be submitted to the Planning Board at least every three months.
4. **Water:** The 12-inch diameter water main loop within Olmsted Drive will be installed during the proposed driveway construction. The water main will be capped at each end (i.e. at the Zone 2 and Zone 4 boundaries) until the portions of the loop within those zones are completed and connected. The water main connection from Pleasant Street up Olmsted Drive will be completed as part of the construction of Olmsted Drive.
5. **Wastewater:** As there are no new sewer flows to be generated by building Olmsted Drive, no sewer mitigation is required at this time. However, the portion of the proposed sanitary sewer located within Olmsted Drive will be constructed with stubs, capped to prevent inflow of groundwater, to allow for connections into the new sewer for future building development without disrupting the driveway.
6. **Storm Water Management:** The construction erosion and sedimentation controls to be utilized for the construction of Olmsted Drive will meet DEP Stormwater Management Standards and an EPA NPDES permit application will be filed for this work. The construction of Olmsted Drive will comply, as is appropriate, with the requirements of Exhibits I and H of the Site Plan approval, which deal with the Stormwater Pollution Prevention Plan and permanent maintenance of the drainage system. Specifically, erosion and sedimentation controls will be limited to those areas adjacent to and down slope from the work limits for the roadway. Finally, as noted in the approval, there will be weekly inspections (at a minimum) and periodic reporting of the status of erosion controls to the Town.

FEES - RETAINING WALL
& ROADWAY .

Glenn Clancy
Project No.: 08145.01
August 10, 2005
Page 3

Please note that, to avoid unnecessary disturbance to the vegetated areas of the site outside of Olmsted Drive, temporary detention facilities will be constructed in currently open areas of the site to maintain the design stormwater runoff rates as approved in the Site Plan approval. Information demonstrating this compliance with the approval will be provided as part of the Driveway Building Permit Application.

- a. **Access/Egress:** Olmsted Drive will be constructed in accordance with the approved plans to at least the pavement base course. Portions of the driveway design not completed at this time will include final landscaping, installation of roadway lighting, final pavement top course, final pavement markings, and installation of access controls. Access to Olmsted Drive will be controlled by the installation of emergency access gates at the intersection with Pleasant Street and to Zones 2 and 5.
7. **Landscaping:** As noted under Item 3 above, the construction of Olmsted Drive will be undertaken in compliance with Design Review Agreement, Temporary Construction Fencing, and Tree Evaluation and Preservation Plan, as these apply to the work area associated with the driveway.
8. **Dimensional Requirements:** Not applicable to Olmsted Drive.
9. **Chapel Rehabilitation:** Not applicable to Olmsted Drive.
10. **Site Signage:** Not applicable to Olmsted Drive.
11. **Compliance with Belmont Noise Bylaw:** The construction of Olmsted Drive will comply with the applicable portions of the Belmont Noise Bylaw.
12. **District Project Manager:** This will be undertaken in accord with the CCIA agreement.
13. **Material Safety Data Sheets:** The District Project Manager will address this issue before and during construction.
14. **Metes and Bounds Plan record:** This plan will be recorded prior to the commencement of construction.
15. **Construction Level Drawings:** The plans and other materials being prepared by VHB for submittal to the Town will comply with this requirement.

Glenn Clancy
Project No.: 08145.01
August 10, 2005
Page 4

16. **Modifications from Approved Plans and documents:** We believe that the work to be undertaken for the construction of Olmsted Drive is consistent with the Site Plan approval, and no modifications are needed to undertake this work.

It should be noted that the design of the Olmsted Drive-Pleasant Street intersection is being coordinated with the design of the Town's Pleasant Street Improvements, as specific details are finalized. Prior to commencement of construction, the final Pleasant Street plans will be reviewed relative to the Olmsted Drive plans to insure the intersection designs are coordinated with the latest design information.

Should you desire more information or have any questions, please feel free to contact me at your convenience.

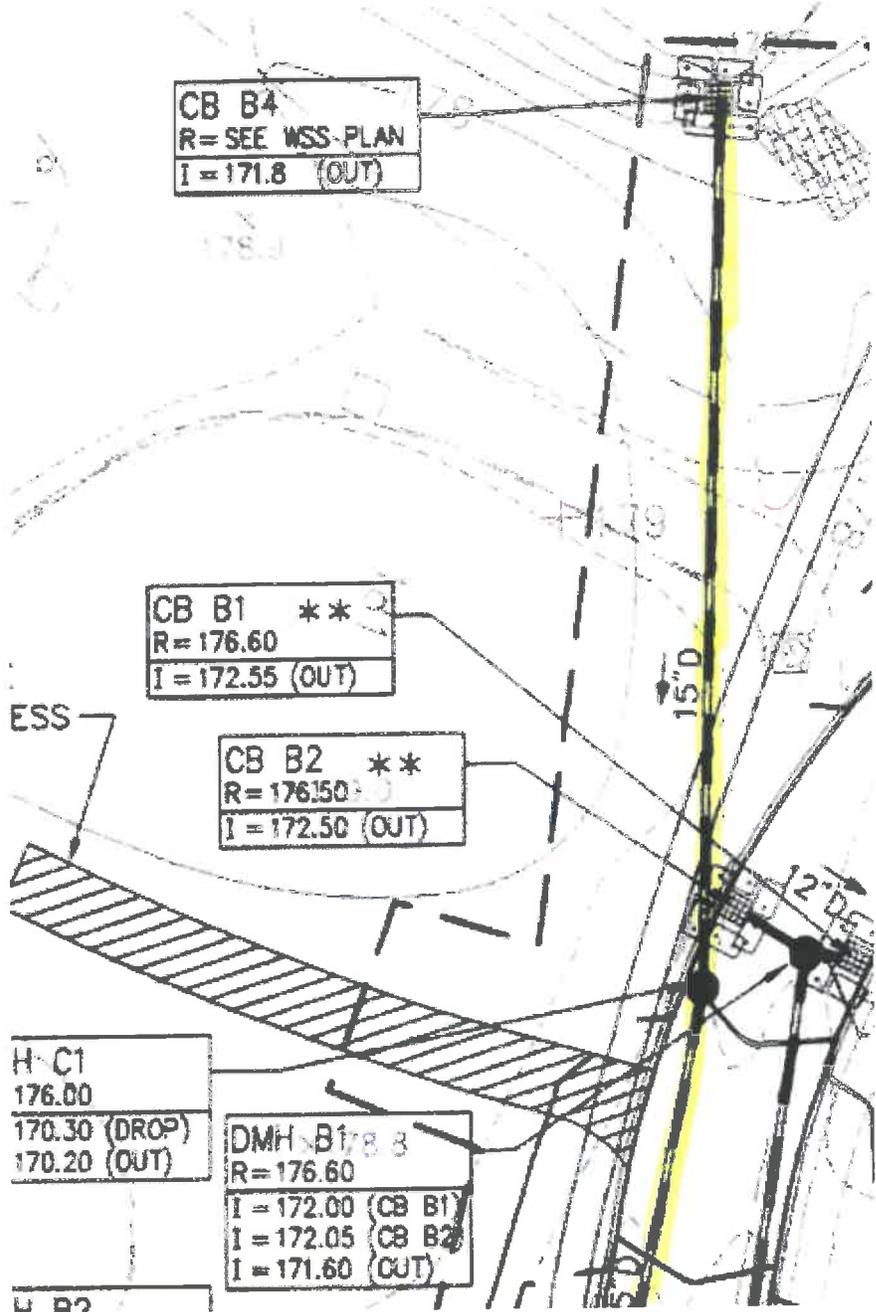
Very truly yours,

VANASSE HANGEN BRUSTLIN, INC.

Frank DiPietro, P.E.
Project Manager
Land Development

Cc: Steve Kidder, Hemenway & Barnes
Michele Gougeon, McLean Hospital

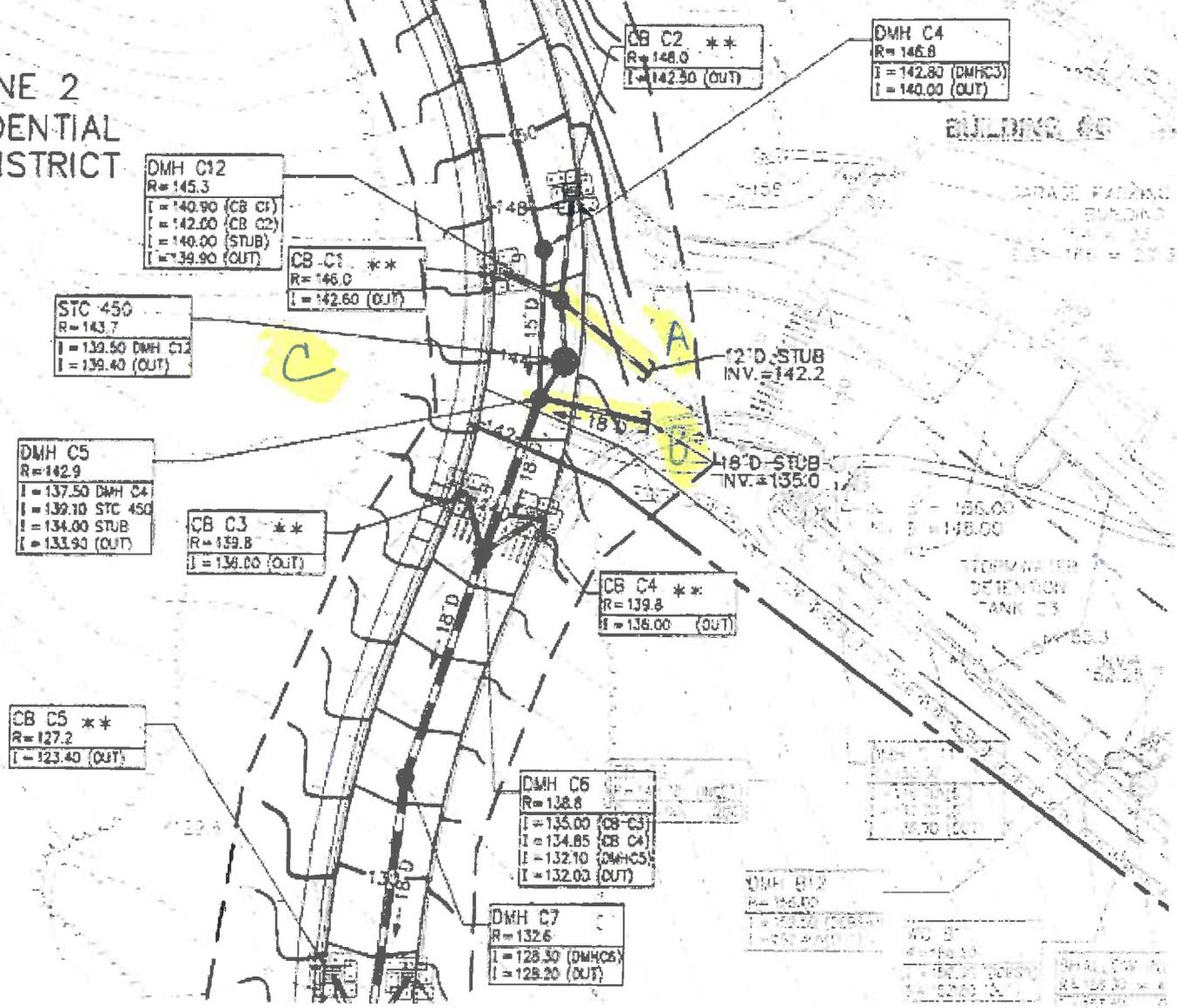
2



VAB C-4
INTRIN CONDITION
DWG.

UPHAWN BOWL DRAINAGE
SEE 3.7.2001 DESIGN

ZONE 2
RESIDENTIAL
SUBDISTRICT



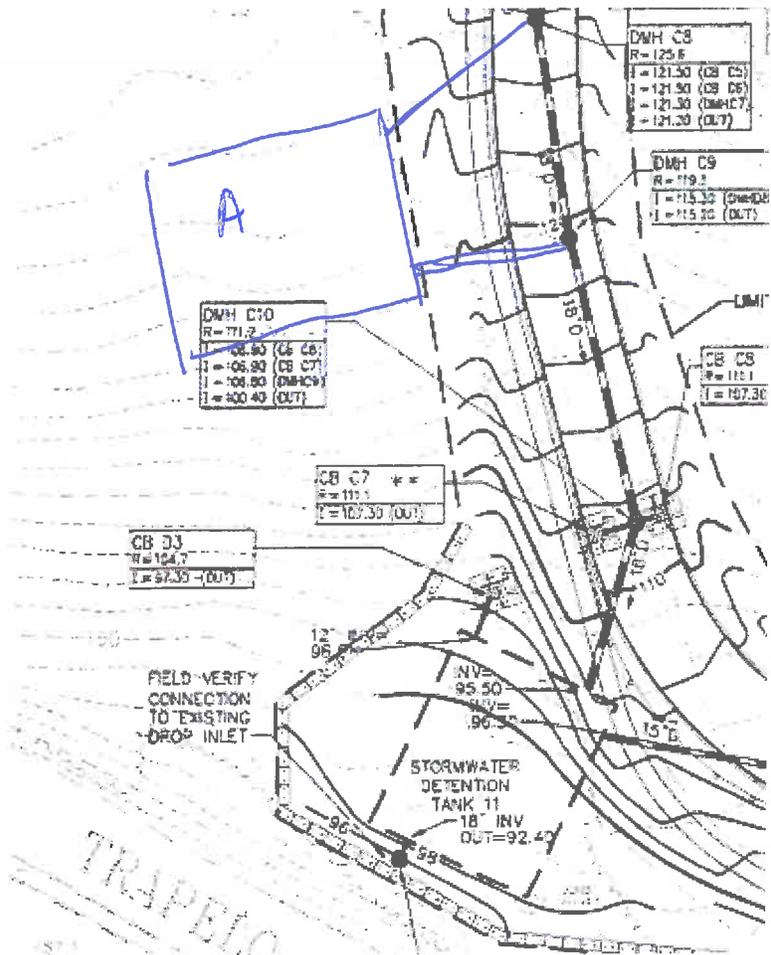
VHB - C-4

INTRUM CONDITION

A. ~~B.~~ ZONE 3 ~~POST~~
STORM TIE-IN

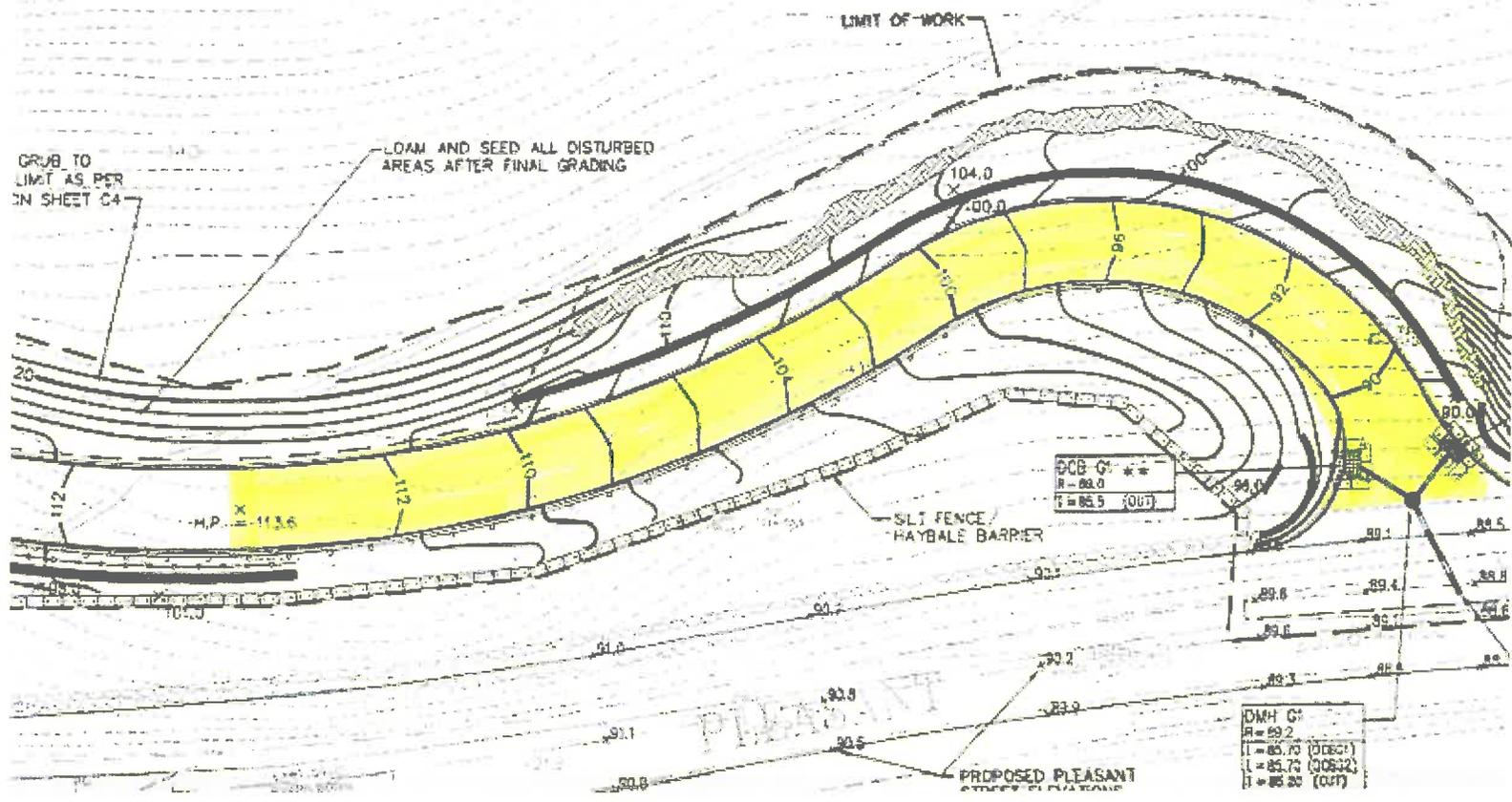
B ZONE 3 DETENTION
TIE-IN

C. - ZONE 2 TIE-IN
NOT SHOWN



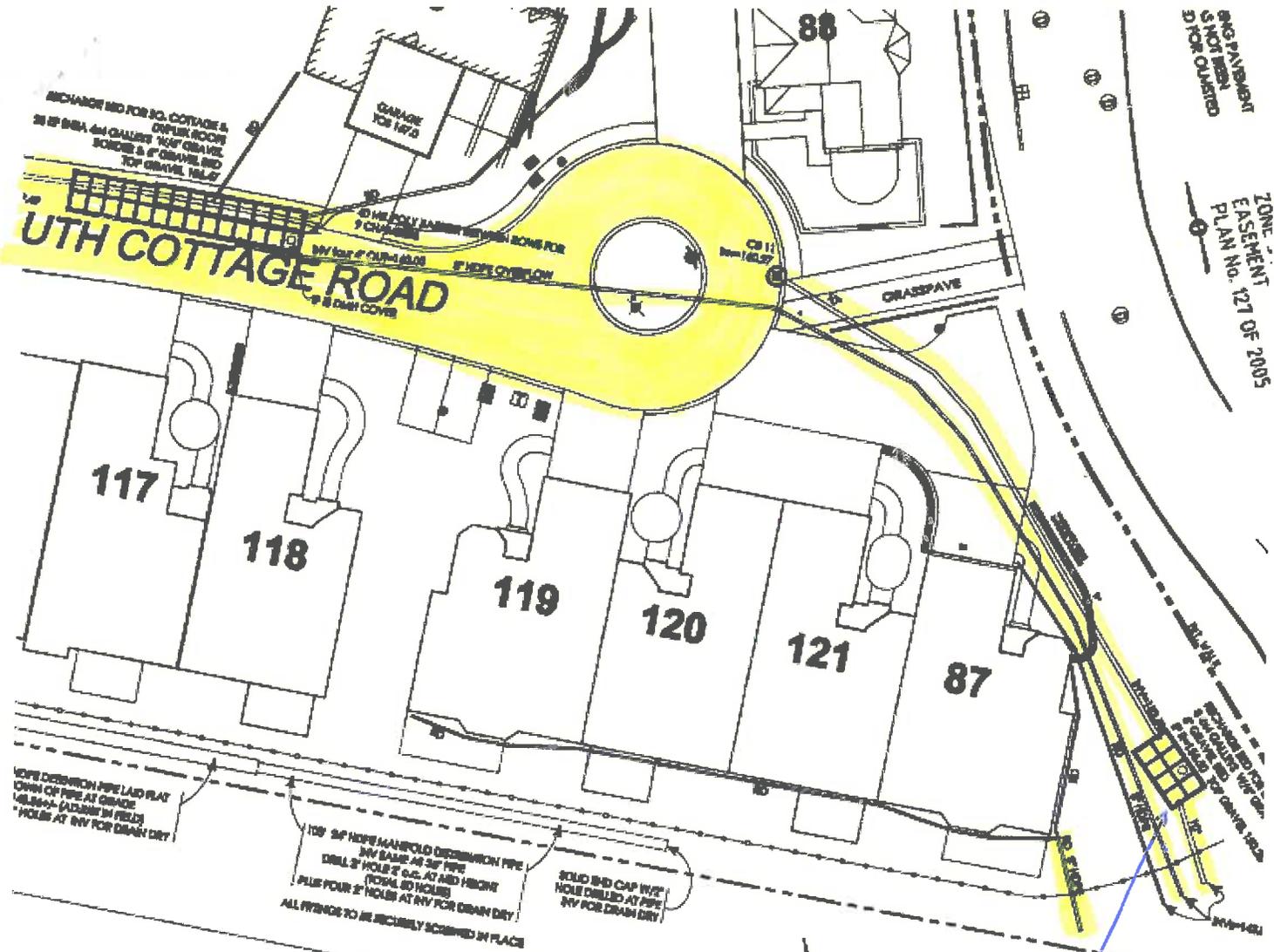
VAB C-4
INTERIM PLAN

A - FUTURE TANK 22



NO STORM-DETENTION
 NO INFILTRATION
 TSS THROUGH SUMPS ONLY

VAB - C-4 INTRIM CD'S



NO PAYMENT
IS NOT BEING
MADE FOR QUANTITY
EASEMENT
PLAN NO. 121 OF 2005

10" CP PIPE LAY FLAT
DOWN CP PIPE AT GARAGE
1/2" DIA. 4" DIA. IN FIELD
* HOLE AT INV FOR DRAIN DRY

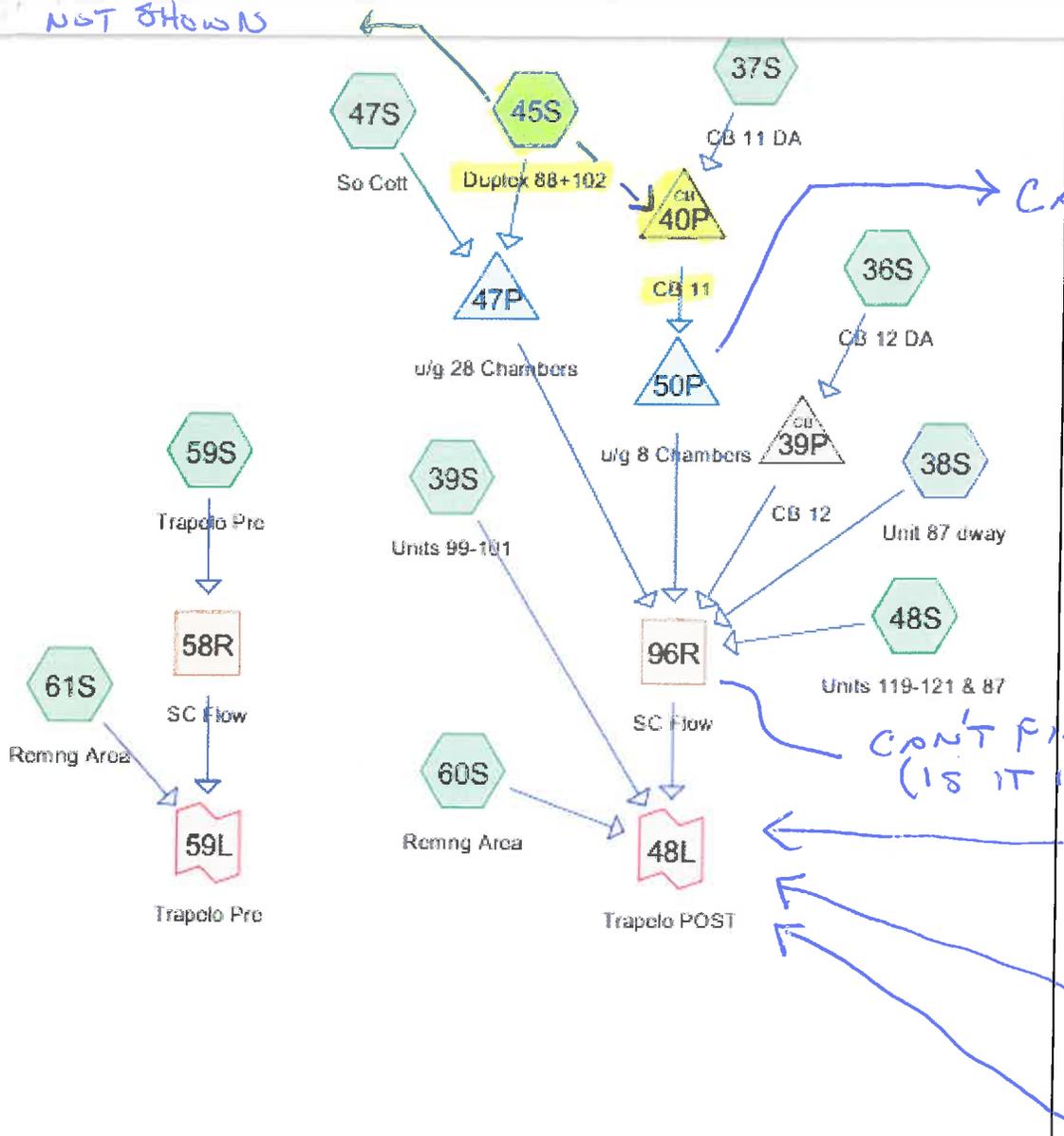
10" CP PIPE MANHOLE DRAINAGE PIPE
INV SAME AS CP PIPE
DRILL 2" HOLE 2' DIA. AT AND FROM
(NORMAL 30 HOURS)
PLUS FOUR 2" HOLES AT INV FOR DRAIN DRY
ALL FITTINGS TO BE SECURELY SCREWED IN PLACE

SOLID END CAP 1/2"
HOLE DRILLED AT PIPE
INV FOR DRAIN DRY

CHAMBERS
COULD NOT VERIFY

4 UNACCOUNTED
OUTLET PIPES

NST SHOWS



CAN'T VERIFY THESE

CAN'T FIND THIS STRUCTURE (IS IT IN ROADWAY?)

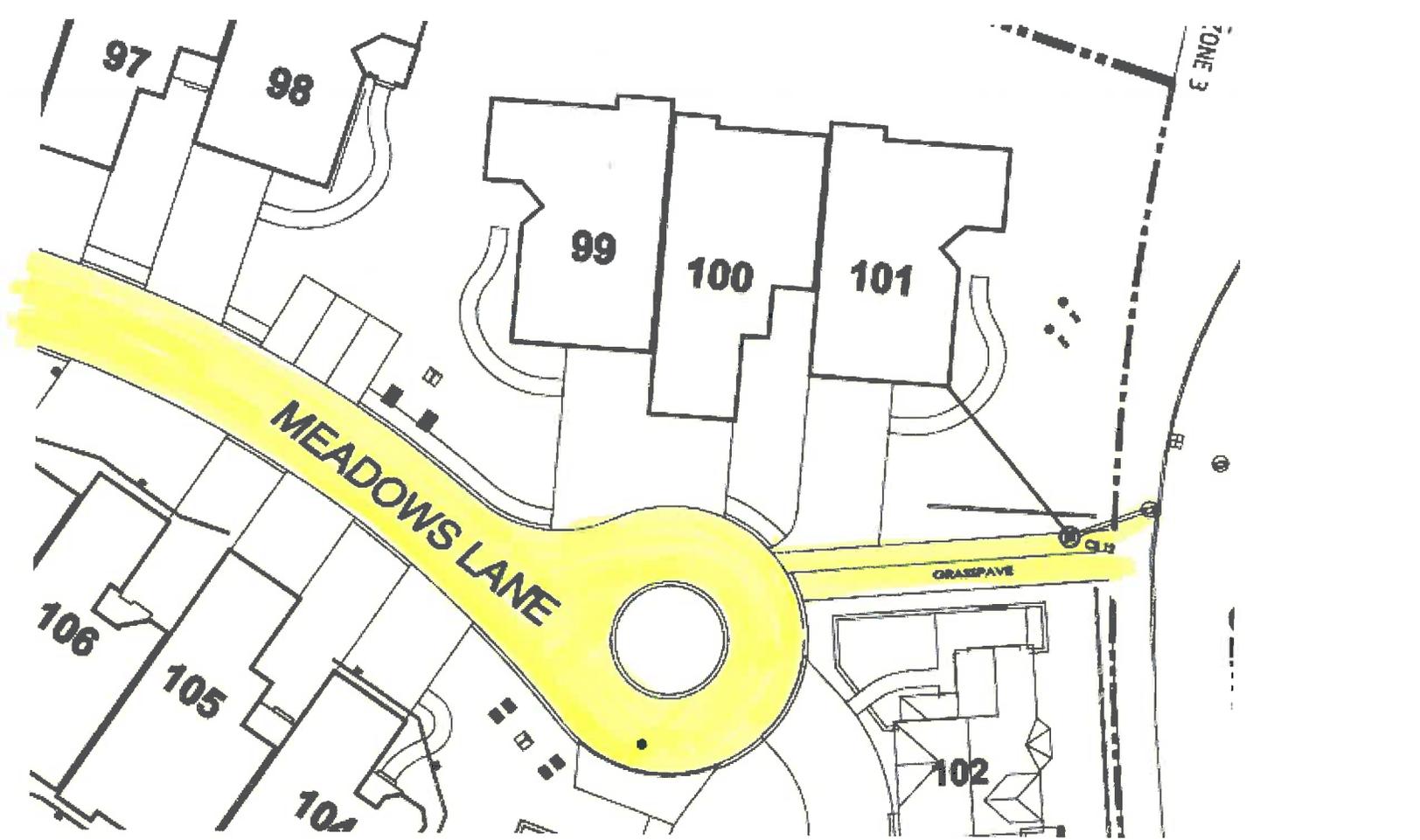
WAVELY WOODS MISSING

MEADOWS LANE MISSING

Routing Diagram for Zone 2 Mill Cen So & Trapelo

Prepared by WESTCOTT SITE SERVICES

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Yanasse Hangen Brustlin, Inc.

101 Walnut Street
P. O. Box 9151
Watertown, MA 02471-9151
617 924 1770
FAX 617 924 2286

Memorandum

To: Glenn Clancy
Director, Office of Community
Development
Belmont, Massachusetts

Date: October 7, 2005

Project No.: 08145.01

From: Weston Ruthven, EIT

JUNIOR STAFF

Re: McLean Hospital - Olmsted Drive
Construction (Contract I)
Interim Drainage Design

The following memorandum describes the design for the drainage system that is to be constructed as part of Olmsted Drive (Contract I). Portions of the proposed drainage system, as shown on the Olmsted Drive Construction - Contract I, Site Plans, are provided for the interim, until the full build out of the ARC site (the Site).

Previously shown on the plans was a large subsurface detention structure, which received runoff from a small portion of the Olmsted Drive roadway, and the entire roof and parking areas associated with the ARC development. It was determined that since Contract I only involves construction of the roadway, it would not be necessary to construct the entire Site drainage system at this time. The majority of the Site area will remain undeveloped at this time. Surface basins and grading are shown on the plans to receive and mitigate runoff during the interim condition.

It was assumed that the area to be analyzed for the interim condition is the additional impervious area created by the construction of the roadway. The existing "Office Building Parking Lot" is to be removed under this contract, creating additional impervious area. This paved area was subtracted from the additional paved area to balance overall onsite impervious surfaces and maintain existing runoff conditions. As a result, 0.57 acres of good grass cover under present conditions will be paved under this Contract. This area of increased pavement will be mitigated through the creation of a new, onsite detention basin.

The detention basin, approximately 20 feet x 30 feet, 5 feet deep with 1 to 1 side slopes and a 6-inch outlet is required to mitigate peak discharge. Runoff from paved areas which are collected by catch basins, but do not discharge to the detention basin is conveyed to riprap swales, which will act as level spreader type spillways to dissipate the flow overland. This basin will remain in place throughout the interim build condition.

A HydroCAD model, using TR-20 methodology, was developed to evaluate the existing and proposed drainage conditions. The results of the analyses indicate that there is no increase in peak discharge rates between the pre- and post-development conditions. See table below.

②

CALCS.

INCORRECT SUMMARY

LEFT OUT UPHAM BOWL AND CONTRIBUTORY UP-GRADIENT AREAS PER ORIGINAL DESIGN

ONLY CALCULATION PROVIDED

Peak Discharge Rates (cfs')

	1-year	2-year	10-year	100-year
Existing	0.08	0.21	0.77	1.91
Proposed	0.05	0.21	0.66	0.91

* expressed in cubic feet per second

Future contracts will remove the interim structures installed under Contract I and a complete closed pipe drainage system and a subsurface detention tank will be constructed, as previously approved.



EXISTING
CONDITIONS



PROPOSED
CONDITIONS



Detention Basin
(Contract I)



Drainage Diagram for 08145PHASE1
Prepared by Vanasse Hangen Brustlin, Inc. 10/7/2005
HydroCAD® 7.10 s/n 001234 © 2005 HydroCAD Software Solutions LLC

08145PHASE I

Prepared by Vanasse Hangen Brustlin, Inc.
 HydroCAD® 7.10 s/n 001234 © 2005 HydroCAD Software Solutions LLC

CONTRACT I Detention Basin Sizing
 Type III 24-hr 1-YEAR Rainfall=2.70"

Page 2
 10/7/2005

Subcatchment EX: EXISTING CONDITIONS

Runoff = 0.08 cfs @ 12.06 hrs, Volume= 0.011 af, Depth> 0.22"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type III 24-hr 1-YEAR Rainfall=2.70"

Area (ac)	CN	Description			
0.570	61	>75% Grass cover, Good, HSG B			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, 5

Subcatchment PR: PROPOSED CONDITIONS

Runoff = 0.55 cfs @ 12.09 hrs, Volume= 0.038 af, Depth> 0.79"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Type III 24-hr 1-YEAR Rainfall=2.70"

Area (ac)	CN	Description			
0.240	98	Paved parking & roofs			
0.330	61	>75% Grass cover, Good, HSG B			
0.570	77	Weighted Average			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Pond DET: Detention Basin (Contract I)

Inflow Area = 0.570 ac, Inflow Depth > 0.79" for 1-YEAR event
 Inflow = 0.55 cfs @ 12.09 hrs, Volume= 0.038 af
 Outflow = 0.05 cfs @ 13.48 hrs, Volume= 0.017 af, Atten= 90%, Lag= 83.6 min
 Primary = 0.05 cfs @ 13.48 hrs, Volume= 0.017 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 179.38' @ 13.48 hrs Surf.Area= 0.017 ac Storage= 0.021 af
 Plug-Flow detention time= 206.7 min calculated for 0.017 af (46% of inflow)
 Center-of-Mass det. time= 114.3 min (932.2 - 817.9)

Volume	Invert	Avail.Storage	Storage Description
#1	178.00'	0.101 af	20.00'W x 30.00'L x 5.00'H Prismatic Z=1.0

Device	Routing	Invert	Outlet Devices
#1	Primary	179.25'	6.0" x 100.0' long Culvert RCP, groove end projecting, Ke= 0.200 Outlet Invert= 178.00' S= 0.0125'/' Cc= 0.900 n= 0.013

NOT FOLLOWED

03145PHASE1

Prepared by Vanasse Hangen Brustlin, Inc.

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CONTRACT I Detention Basin Sizing
Type III 24-hr 1-YEAR Rainfall=2.70"

Page 3

10/7/2005

Primary OutFlow Max=0.05 cfs @ 13.48 hrs HW=179.38' (Free Discharge)

1=Culvert (Barrel Controls 0.05 cfs @ 1.9 fps)

08145PHASE I

Prepared by Vanasse Hangen Brustlin, Inc.
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CONTRACT I Detention Basin Sizing
Type III 24-hr 2-YEAR Rainfall=3.20"

Page 4
10/7/2005

Subcatchment EX: EXISTING CONDITIONS

Runoff = 0.21 cfs @ 12.04 hrs, Volume= 0.019 af, Depth> 0.39"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YEAR Rainfall=3.20"

Area (ac)	CN	Description			
0.570	61	>75% Grass cover, Good, HSG B			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, 5

Subcatchment PR: PROPOSED CONDITIONS

Runoff = 0.79 cfs @ 12.08 hrs, Volume= 0.053 af, Depth> 1.11"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YEAR Rainfall=3.20"

Area (ac)	CN	Description			
0.240	98	Paved parking & roofs			
0.330	61	>75% Grass cover, Good, HSG B			
0.570	77	Weighted Average			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Pond DET: Detention Basin (Contract I)

Inflow Area = 0.570 ac, Inflow Depth > 1.11" for 2-YEAR event
 Inflow = 0.79 cfs @ 12.08 hrs, Volume= 0.053 af
 Outflow = 0.21 cfs @ 12.49 hrs, Volume= 0.033 af, Atten= 73%, Lag= 24.4 min
 Primary = 0.21 cfs @ 12.49 hrs, Volume= 0.033 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 179.52' @ 12.49 hrs Surf.Area= 0.017 ac Storage= 0.024 af
 Plug-Flow detention time= 149.0 min calculated for 0.033 af (62% of inflow)
 Center-of-Mass det. time= 69.7 min (880.0 - 810.3)

Volume	Invert	Avail.Storage	Storage Description
#1	178.00'	0.101 af	20.00'W x 30.00'L x 5.00'H Prismatic Z=1.0

Device	Routing	Invert	Outlet Devices
#1	Primary	179.25'	6.0" x 100.0' long Culvert RCP, groove end projecting, Ke= 0.200 Outlet Invert= 178.00' S= 0.0125 ' Cc= 0.900 n= 0.013

08145PHASEI

Prepared by Vanasse Hangen Brustlin, Inc.

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CONTRACT I Detention Basin Sizing
Type III 24-hr 2-YEAR Rainfall=3.20"

Page 5

10/7/2005

Primary OutFlow Max=0.21 cfs @ 12.49 hrs HW=179.52' (Free Discharge)

1=Culvert (Barrel Controls 0.21 cfs @ 2.8 fps)

08145PHASE I

Prepared by Vanasse Hangen Brustlin, Inc.

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CONTRACT I Detention Basin Sizing
Type III 24-hr 10-YEAR Rainfall=4.60"

Page 6

10/7/2005

Subcatchment EX: EXISTING CONDITIONS

Runoff = 0.77 cfs @ 12.01 hrs, Volume= 0.049 af, Depth> 1.03"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YEAR Rainfall=4.60"

Area (ac)	CN	Description			
0.570	61	>75% Grass cover, Good, HSG B			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, 5

Subcatchment PR: PROPOSED CONDITIONS

Runoff = 1.53 cfs @ 12.08 hrs, Volume= 0.101 af, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YEAR Rainfall=4.60"

Area (ac)	CN	Description			
0.240	98	Paved parking & roofs			
0.330	61	>75% Grass cover, Good, HSG B			
0.570	77	Weighted Average			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Pond DET: Detention Basin (Contract I)

Inflow Area = 0.570 ac, Inflow Depth > 2.13" for 10-YEAR event
 Inflow = 1.53 cfs @ 12.08 hrs, Volume= 0.101 af
 Outflow = 0.66 cfs @ 12.30 hrs, Volume= 0.080 af, Atten= 57%, Lag= 13.2 min
 Primary = 0.66 cfs @ 12.30 hrs, Volume= 0.080 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 180.11' @ 12.30 hrs Surf.Area= 0.019 ac Storage= 0.034 af
 Plug-Flow detention time= 91.4 min calculated for 0.080 af (79% of inflow)
 Center-of-Mass det. time= 38.0 min (833.7 - 795.7)

Volume	Invert	Avail.Storage	Storage Description
#1	178.00'	0.101 af	20.00'W x 30.00'L x 5.00'H Prismatic Z=1.0

Device	Routing	Invert	Outlet Devices
#1	Primary	179.25'	6.0" x 100.0' long Culvert RCP, groove end projecting, Ke= 0.200 Outlet Invert= 178.00' S= 0.0125 ' S= 0.0125 ' Cc= 0.900 n= 0.013

08145PHASE I

Prepared by Vanasse Hangen Brustlin, Inc.

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CONTRACT I Detention Basin Sizing
Type III 24-hr 10-YEAR Rainfall=4.60"

Page 7

10/7/2005

Primary OutFlow Max=0.66 cfs @ 12.30 hrs HW=180.11' (Free Discharge)

1=Culvert (Barrel Controls 0.66 cfs @ 3.4 fps)

08145PHASE I

Prepared by Vanasse Hangen Brustlin, Inc.

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CONTRACT I Detention Basin Sizing
Type III 24-hr 100-YEAR Rainfall=6.80"

Page 8

10/7/2005

Subcatchment EX: EXISTING CONDITIONS

Runoff = 1.91 cfs @ 12.01 hrs, Volume= 0.112 af, Depth> 2.35"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-YEAR Rainfall=6.80"

Area (ac)	CN	Description			
0.570	61	>75% Grass cover, Good, HSG B			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.0					Direct Entry, 5

Subcatchment PR: PROPOSED CONDITIONS

Runoff = 2.79 cfs @ 12.08 hrs, Volume= 0.186 af, Depth> 3.92"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 100-YEAR Rainfall=6.80"

Area (ac)	CN	Description			
0.240	96	Paved parking & roofs			
0.330	61	>75% Grass cover, Good, HSG B			
0.570	77	Weighted Average			
Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry,

Pond DET: Detention Basin (Contract I)

Inflow Area = 0.570 ac, Inflow Depth > 3.92" for 100-YEAR event
 Inflow = 2.79 cfs @ 12.08 hrs, Volume= 0.186 af
 Outflow = 0.91 cfs @ 12.39 hrs, Volume= 0.165 af, Atten= 68%, Lag= 18.7 min
 Primary = 0.91 cfs @ 12.39 hrs, Volume= 0.165 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 181.51' @ 12.39 hrs Surf.Area= 0.023 ac Storage= 0.064 af
 Plug-Flow detention time= 72.5 min calculated for 0.165 af (88% of inflow)
 Center-of-Mass det. time= 37.5 min (819.2 - 781.7)

Volume	Invert	Avail.Storage	Storage Description
#1	178.00'	0.101 af	20.00'W x 30.00'L x 5.00'H Prismatic Z=1.0

Device	Routing	Invert	Outlet Devices
#1	Primary	179.25'	6.0" x 100.0' long Culvert RCP, groove end projecting, Ke= 0.200 Outlet Invert= 178.00' S= 0.0125 ' Cc= 0.900 n= 0.013

03145PHASEI

CONTRACT I Detention Basin Sizing
Type III 24-hr 100-YEAR Rainfall=6.80"

Prepared by Vanasse Hangen Brustlin, Inc.

Page 9

HydroCAD® 7.10 s/n 001234 © 2005 HydroCAD Software Solutions LLC

10/7/2005

Primary OutFlow Max=0.91 cfs @ 12.39 hrs HW=181.51' (Free Discharge)
1=Culvert (Barrel Controls 0.91 cfs @ 4.6 fps)

September 15, 2021

Comments submitted to the Belmont Land Management Committee regarding the relationship of Zone 3 development to adjacent public open space.

By: Joe Hibbard

The following comments are based on plans by VHB and Ryan Associates dated April 16, 2021 as posted on the Planning Board web page, and on-site observations by the writer. This is a second draft of comments submitted to the LMC on

1. Topography and Hydrology:

The topography, particularly if sloping towards the open space, will strongly influence the vegetation on open space land, drainage patterns, and the visual relationship of the development to the open space. The project will modify the overland and subsurface flows of stormwater that currently enter the public open space on the east and south sides of the project. If the water volume entering the public open space is significantly altered, which it appears will happen, the health of mature trees in the downhill open space areas could be affected. It would be helpful if information regarding how the volume and rate of water now flowing from Zone 3 onto the public open space will be altered by the development plan can be provided. This will allow an assessment of the potential impact of the altered hydrology on existing mature vegetation in the open spaces below the development site.

All efforts to maintain the existing volumes and distribution of runoff from Zone 3 feeding the forest land below would be helpful to tree health in the open spaces.

2. Ecosystem Function of the Proposed Landscape:

Given the density of the proposed development, roads, parking and buildings will cover considerable portions of the site. The resulting landscape spaces between the buildings and between the buildings and the roads are less the product of a deliberate open space design than they are the interstitial spaces leftover after the building requirements of the development were met. It seems that the landscape areas that are not covered by roads and parking lots will not serve a programmed function, rather they will simply serve as landscape scenery as seen from the roads and buildings. The project renderings suggest the landscape will principally consist of lawns with informally arranged trees, and trees along some of the streets. All new trees appear to be in lawns, including in areas of fairly steep slopes.

In addition to its scenic function, the Zone 3 open spaces should be purposefully designed to perform important ecosystem functions in support of the adjacent public open space. It is suggested that the role of the Zone 3 landscape be expanded to include these functions. The more that the Zone 3 landscape can mimic and reinforce the surrounding public forest landscape, the healthier the forest will be. Just as small patches of forest landscape currently populate the McLean campus and reinforce the surrounding open space forests, so too should Zone 3.

The principal ecological services that the Zone 3 landscape should be designed to provide include: heat island mitigation and local climate regulation; erosion control and soil

building; water conservation including ground water recharge and reduced water use for irrigation; and habitat improvement for native vegetation and wildlife. Consideration should also be given to global climate regulation factors. The development of a functional landscape in Zone 3 adjacent to the public open space forest will improve the resilience of the open space forest, expand its influence and enhance its health. From the perspective of public open space protection, the habitat functions of the Zone 3 landscape are considered to be of the highest importance.

3. *Landscape Design Goals to Protect the Health of the Public Open Space:*

From an open space health perspective, it would be desirable if several design goals were incorporated in the Zone 3 development, particularly in those landscape areas immediately adjacent to existing public open space and those steep slope areas between the roads and downhill side of the residential units.

- a. Avoid planting large areas with turf grass, and where possible employ a palette of native plants that will closely replicate the function of natural meadow and woodland plant communities. This will better facilitate the desired ecosystem functions mentioned above. It will also support the health of the adjacent public open space, enhance the health and well-being of residents by providing attractive natural scenery, reduce landscape maintenance, reduce the use of small engine mowers and blowers required to maintain lawn, and reduce water use for irrigation. Turf grass may be desirable in some areas along roads and walkways and near the buildings where residents may expect an ornamental landscape and a traditional managed appearance, but to the extent possible it is suggested that the new project landscape avoid the use of turf grass and other plantings that fail to optimize ecosystem functions.
- b. Adopt a theme of woodland restoration for the project landscape, particularly in areas abutting public open space, and on steep slopes and rocky areas where turf grass makes the least sense. Within the McLean Hospital Campus there are multiple examples of this approach to landscape planting. These areas are composed of native trees and leaf litter on the ground plane. In sunnier areas, native sedges and drought tolerant fescue grasses populate the ground plane. Tree sizes vary from large mature trees to young saplings, demonstrating that natural regeneration occurs in these attractive, low maintenance areas with minimal human management. If this theme were adopted in the many interstitial areas between the Zone 3 buildings and roads, the ecological benefits would be measurably higher than conventional lawns and ornamental plantings. Multiple colleges and universities have adopted similar strategies to enhance the attractiveness and resilience of their campus landscapes. These include: The University of Wisconsin, Madison; the University of Texas at Austin; University of Connecticut at Storrs; and Michigan State University to name a few.



The bank between Appleton Hall and the parking lot below it. Sedges and fescue grass populate the sunny ground areas, and leaf litter covers the shaded areas. Principal species include native Oaks and Hickory, with some Eastern White Pine and White Ash.



Another view of the bank between Appleton and the east parking lot shows the range of tree sizes. This is a far more ecologically healthy and resilient plant assemblage than turf grass with lawn trees. It is estimated that the oldest trees in this particular view are estimated to be about 35-40 years old. The resilience of the Oak-Hickory forest community is well established in New England. It was the dominant plant community of this area for 8,000 years until European settlement, and defines much of the flora of the public open space hillside below Zone 3.



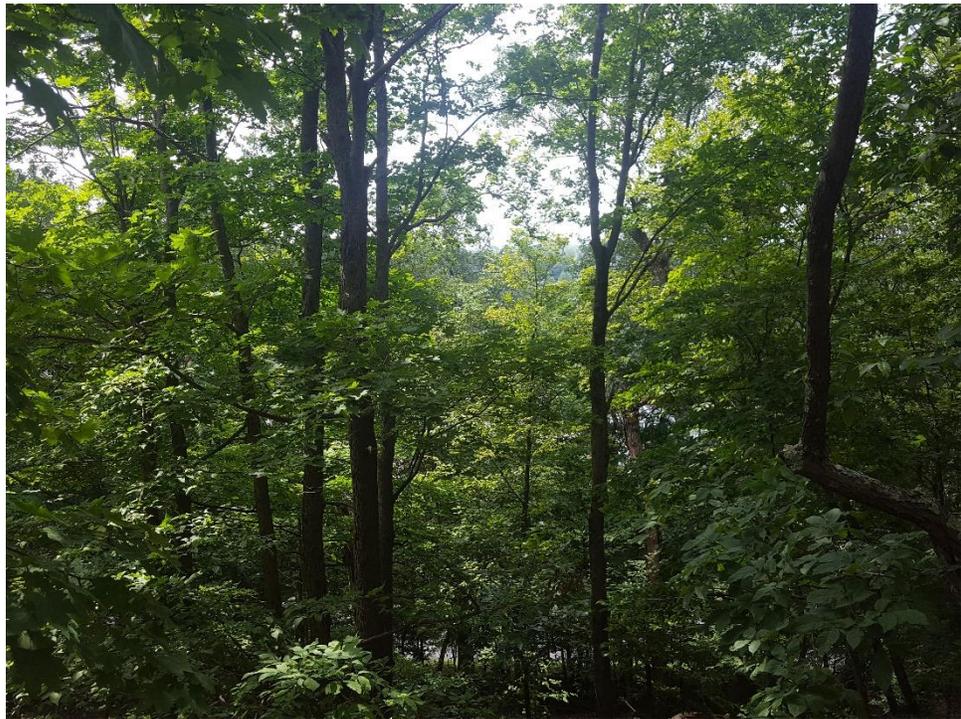
The west end of the Appleton parking lot bank, showing a more recently disturbed area that has revegetated itself with sapling Oaks. If the bank below the trees were planted with native grasses, this would be a very attractive and functional landscape.



Another pleasant native landscape area on the McLean campus is between de Marneffe and Oaks Hall. Once established, the maintenance required in such areas is very low compared to lawns and ornamental plantings, and the ecosystem benefits are much greater.



View of the public open space on the east edge of Zone 3, east of Building #200. The mature forest in this area should be protected to the extent possible from dramatic hydrologic alterations. New plantings should stabilize this edge to prevent the invasion of the forest by exotic species, and extend the forest community into Zone 3 with appropriate compatible species.



View looking south over Waverly in the vicinity of Building #13. Care should be exercised to protect existing forest along this boundary. Adjacent landscape plantings among the buildings in this area should replicate and reinforce the existing Oak-Hickory forest community.

- c. Avoid planting invasive species of trees and shrubs in the new landscape. Species of trees common to the surrounding mature Oak – Hickory forest community on the public open space should be favored over trees with Asian or European origins even if the Asian and European species are not invasive. *Quercus* (Oaks) should be the principal genus of trees planted in the Zone 3 landscape. Black Oak, White Oak, Red Oak, Swamp White Oak, and Pin Oak are the preferred tree species. Other Oak – Hickory forest associates such as White Ash, Red Maple, Sugar Maple, Wild Black Cherry, Eastern White Pine and others are also good choices. Research has demonstrated that native trees, and Oaks in particular, support dramatically higher populations of migratory song birds than non-native species. If conifers are used in certain areas for evergreen visual interest, windbreaks and wildlife cover, native non-invasive species such as Pitch Pine, Eastern White Pine and Eastern Red Cedar are preferred.
- d. Design the ecologically functional landscape with appropriate future landscape management and maintenance in mind. Installation of an ecologically functional landscape will require a different kind of landscape maintenance after it is installed. The landscape plan should include proper guidance for those responsible for the post-construction maintenance of the landscape. This will insure that individuals trained in natural area management are retained to maintain the Zone 3 landscape in a manner that optimizes its ecological function and its relationship to the adjacent public open space.

4. Protect Existing Vegetation:

To the extent possible, protect valuable patches of existing vegetation within the Zone 3 project area. It is assumed that all of the trees within the central development areas will be lost; however, steps should be undertaken to protect and retain existing valuable trees in these areas:

- a. West of buildings 7 and 8
- b. The large oak north of building 7
- c. West of the chapel and southeast of the chapel if possible

5. SITES:

It is recommended that Northland adopt the best practices for sustainable landscape design set forth in the Sustainable Sites Initiative (SITES) Reference Guide for Sustainable Land Design and Development. SITES is a widely accepted rating system similar to LEED for evaluating site development.

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Wednesday, September 22, 2021 5:26 PM
To: Hummel, Robert
Cc: Stephen Pinkerton; 1989jke@gmail.com
Subject: [EXTERNAL]McLean - Zone 3

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

As the proponent elected not to answer my questions/comments related to Landscaping last night so I am herewith submitting them to your office with hopes that you will request Mr. Dawley address them in writing so we can try to keep open items organized as requested by the Planning Board in the prior meeting.

- Article 3.2.1 e of the REA requires a 15 foot landscape buffer along both sides of Olmsted Drive and includes a maintenance and irrigation provision. Is the Proponent going to install landscaping and irrigation along Olmsted Drive that will be consistent with this language within the limits of Zone 3? Will the Proponent be meeting this requirement for the balance of Olmsted Drive from Zone 3 south to Pleasant Street?
- Article 4.2 of the REA prohibits parking on the “Common Driveways”, article 1.10 defines Olmsted Drive as a “Common Driveway”, can the developer explain why they believe they can provide parking on Olmsted Drive in light of the stated prohibition? Is the Proponent intending to seek modification to the REA to allow the current proposed design to proceed?
- The proposed landscape plans do not appear to address the requirements of section 6B5.4 i, as far as we are aware there have been no meetings, and no proposed designs presented by the proponent indicating the required “Landscape Buffer” between Olmsted Drive and the townhouses (4) of Zone 2. When will this issue start to be addressed?
- The proposed Landscape Plans do not appear to address section 6B5.3b the requirement to include “a trail head access to Lone Tree Hill, Belmont Conservation Land,” and a meaningful connection to the existing trail system. Will the proponent provide updated design documents to meet this requirement?
- The distance from the Driveways to the Townhouse structures in many instances is too long, causing the proposed design to exceed the allowable parking count required by section 6B.3.1 g, “No more than two parking spaces shall be allowed per dwelling unit,.....consisting of a mix of surface and garage parking spaces” is the Proponent planning to request a variance or alternative approach to address this issue?
- The Landscape plans do not clearly indicate where landscape and property service maintenance vehicles will park (overlength vehicles) and does not appear to address “on pavement snow storage areas” as previously discussed which are required by article 6B.6.2p and MA DEP requirements related to snow handling regulations.
- Generally speaking the planting density is significantly reduced compared to the current Zone 3 Site Plan Approval, do previous Orders of Conditions related to Landscaping Density need to be met? Can the Planning Board review the prior Approvals related to a carry-over requirement?

- The newly proposed Garage structure adjacent to the Chapel obscures what seems to be one of the more desirable views of the Chapel and locates the driveway in an area with poor visibility, can an alternate design scheme be considered by the Proponent?

Thank you very much I look forward to hearing back on these issues.

Robert Eckert
68 South Cottage Road

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Thursday, September 23, 2021 2:01 PM
To: Hummel, Robert
Cc: Stephen Pinkerton
Subject: [EXTERNAL]McLean - Zone 3 - Landscaping
Attachments: Landscape Upham Bowl.pdf

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Mr. Hummel,

One of my neighbors on South Cottage Road requested that I bring these issues to your attention during our last meeting. I did not see the e-mail in time to address these during the meeting so I am following up with his request. I'm attaching a sketch his two concerns are:

He would like to see more landscape screening of Unit 1 from the view from the Units on Woodlands II adjacent to the Upham Bowl.

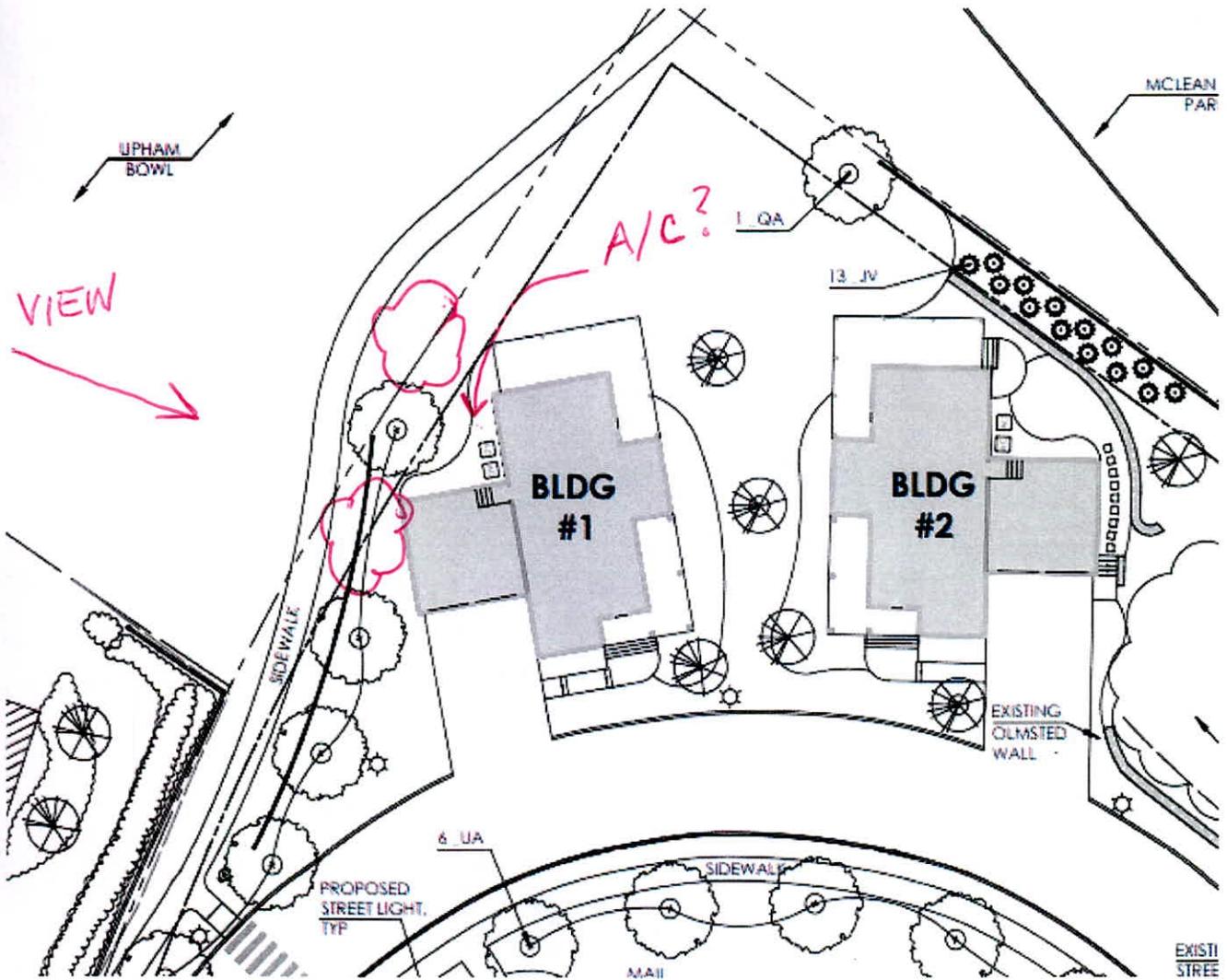
He also expressed concerns about noise from the Air Conditioning Units, could they be located elsewhere?

In looking at this it seems the Unit 1 garage is very close to the property line, not sure this is accurate, but may want to be confirmed. It also appears that the plan is relocating the existing sidewalk into the reserved Privately Owned Open Space, is anyone reviewing the Conservation Restriction on approval procedures and if it's allowable to perform this work in the Upham Bowl?

Can these questions be presented to the Proponent for response?

Thanks,

Robert Eckert



Hummel, Robert

From: Rodolfo Neirotti <raneirotti@gmail.com>
Sent: Sunday, September 26, 2021 11:45 AM
To: s.pinkerton@verizon.net
Cc: Hummel, Robert; Select Board Mailbox
Subject: [EXTERNAL]Concerns regarding Zone 3 development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the planning board members

As I indicated during your last board meeting, this is a follow up note regarding the most important issues to myself and my wife, Maria. We reside at the end of South Cottage Road and are abutters to the proposed Zone 3 development.

We were very disappointed to see the landscape proposal by the applicant as it didn't provide any screening to Woodlands II required by the By-Law passed at Town meeting. Landscape architect proposed some street trees which may look nice on a picture but provide no screening against headlights and traffic noise. In addition, it did not outline reasonable preservation of existing trees.

We are very much concerned about the traffic and safety concerns on Olmstead Drive. We are an elderly couple who loves to walk and the level of traffic this development will bring has been underestimated by the applicant significantly. Backing out onto Olmstead Drive by elderly population living in the adjacent townhomes creates significant safety concerns.

Previous plans for Zone 3 development leveraged the lower access road thus minimized trips by our homes. This design pushes all traffic by our home thus negatively impacting current residents for the benefit of future residents. This is against the Planning board By-Law that indicates that design should minimize impact on the abutters, the neighborhood and the environment. The current proposal negatively impacts all three of them and we urge the planning board members to work with the applicant to address them.

Kind Regards,

Rodolfo A. Neirotti, M.D., Ph.D., FEACTION
Masters in Public Administration
Harvard Kennedy School
Harvard University
Clinical Professor of Surgery and Pediatrics, Emeritus
Michigan State University
raneirotti@hks06.harvard.edu

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, October 5, 2021 2:42 PM
To: Hummel, Robert
Cc: Stephen Pinkerton; Robert Eckert
Subject: [EXTERNAL]FW: McLean - Zone 3 - Accessible Route
Attachments: MAAB Determination Letter.pdf; MAAB Response.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

Trying to get this to go through again.

Rob

From: Robert Eckert
Sent: Tuesday, October 5, 2021 2:40 PM
To: rhummel@belmont-ma.gov <rhummel@belmont.ma.gov>
Cc: Stephen Pinkerton <s.pinkerton@verizon.net>
Subject: McLean - Zone 3 - Accessible Route

Mr. Hummel,

In response to the issues related to the Accessible Route from Pleasant Street to Zone 3 and the Hospital I sent a Request for Determination to Mr. William Joyce the Compliance Officer at the Massachusetts Architectural Access Board. His response is attached hereto, I would respectfully request the Board to consider conditioning the approval of the proposed Zone 3 development on the Hospital bringing the existing pedestrian path into compliance prior to the issuance of a Building Permit.

Regards,

Robert W. Eckert

PROJECT MANAGEMENT RESOURCES, LLC.

September 17, 2021

Mr. William Joyce, Compliance Officer
Massachusetts Architectural Access Board
1 Ashburton Place,
Room 1310
Boston, MA 02108

Reference: Request for Advisory Opinion 521 CMR
McLean Hospital – Zone 3 Development

Applicable Sections: Chapter 20; Articles 20.1, 20.2 and 20.2.1

Dear Mr. Joyce,

Project Management Resources, LLC requests the issuance of an Advisory Opinion to support the Site Plan Approval and Design Development of a Residential Development consisting of 3 Multiple Dwelling Buildings containing 122 rental units and 40 For-Sale Townhouse Units built in multiple buildings consisting of 1-4 Units per building. A designated portion of both the Rental and Owned units will be Affordable and a designated portion will be Age-Restricted. The project is not a Massachusetts 40B Project. The Project is in Belmont, MA. and is currently under review by the Belmont Planning Board.

Background:

By Special Town Meeting in 1999 the Town of Belmont approved modifications to its previously existing Zoning By-Law to allow for the establishment and development of certain parcels of land within the Town of Belmont that were previously part of the McLean Hospital Campus. On the Eastern portion of the former Hospital Campus the Zoning By-Law allows for the development of three parcels, Zone 3, Zone 4, and Zone 6 along with a supporting private road (Olmsted Drive) and certain portions of land designated to be Privately Owned, Publicly Accessible Open Space.

Zone 3 was designated as a Senior Living Subdistrict, Zone 4 was designated as Research and Development Subdistrict, and Zone 6 was dedicated to Affordable Housing. Olmsted Drive was to be constructed as a private road connecting the three parcels to the public way at Pleasant Street and to provide pedestrian access to McLean Hospital from the Public Way and Public Transportation at the adjacent Waverly Square. In early 2001 the Hospital obtained Site Plan approval from the Belmont Planning Board.

PLANNING – PERMITTING – PROJECT MANAGEMENT

68 South Cottage Road Belmont, MA 01770
508-934-9556



McLean Zone 3: The Residences at Bel Mont

Locus Map: Detail

AKF

External Memorandum

Issue Date: 06/17/2021

To: Robert Eckert
Project Management Resources, LLC
68 South Cottage Road
Belmont, MA 02478

From: Jay Ierardi, PhD, PE
McLean Zone 3,(Proposed) and Woodlands II - Belmont, MA
Site Accessibility Review
AKF Project #210985

ENCLOSED:

Memorandum Telephone Record Meeting Minutes Field Observations

COMMENTS:

Rob:

As per your request, AKF has reviewed the proposed site plan for the McLean Zone 3 and conducted a walkthrough of the site conditions on 6/4/2021 including the existing Woodlands II development with regard to accessible exterior routes. Our accessibility review considered the Massachusetts Architectural Access Board (MAAB) Regulations (521 CMR) and HUD's Fair Housing Act Design Guidelines. At this time we have not reviewed the plans submitted by the Developer for the Zone 3 development itself.

The Woodlands II and McLean Zone 3 developments have 3 primary means of access as illustrated in the following figure. (1) the intersection of Mill Street and McLean Street which provides both vehicular and pedestrian access, (2) the intersection of Pleasant Street and Trapelo Road at the Pleasant Street Lodge which provides pedestrian access only, and (3) the intersection of Pleasant Street and Olmsted Drive which provides vehicular access only.

AKF



The Woodlands II is a residential condominium community completed approximately 8 years ago and the exterior pedestrian pathways on site provide residents with access to public transportation (Waverly Station on the Fitchburg line of the commuter rail) as well as local shopping and restaurants. The Proposed Zone 3 residential condominium community will include portions of age-restricted housing including all of the proposed Townhouse units.

The Massachusetts Architectural Access Board Regulations require an accessible route within the boundary of a site including connections to public streets or sidewalks (521 CMR 20.2). The Fair Housing Act Design Manual has similar language regarding accessible routes within sites and specifically requires accessible routes must be provided from public transportation stops and accessible parking (FHA Design Manual page 1.8). Exterior walkways require a minimum width of 48" excluding curb stones with an unobstructed path of travel of at least 36" clear excluding curb stones (521 CMR 22.2). Ramps are not required if the natural topography exceeds a slope of 1:20 or 5% (521 CMR 22.3.2). Whenever sidewalks, walkways, or curbs on streets and ways are constructed,

AKF

reconstructed, or repaired, curb cuts are required (21.1). Curb cuts are required at each intersection, located within a cross walk, and/or the pedestrian path of travel (21.2.1).

During our site visit, we noted a number of existing non-conforming conditions with regard to accessible exterior path of pedestrian travel to and within the site. These existing non-conforming conditions include;

- Inadequate pedestrian access to the site at the Pleasant Street Lodge due to significant site slope and reliance upon a private drive and a private path both having gates that could impede or prevent access,
- No pedestrian access to the site at the lower portion of Olmsted Drive,
- Lack of a continuous accessible route to and throughout the site due to several portions of Central Ave not having pedestrian paths including the parking area that is located at the upper portion of Central Ave adjacent to Olmsted Drive,
- Missing curb cuts at several locations that prevent pedestrians from having a continuous accessible route,
- Damaged curb cuts at several locations that pose a tripping hazard to pedestrians along the accessible route, and
- Obstructions by a light pole along Central Ave and several driveway configurations at the Woodlands II where parked vehicles reduce or completely block the 36" minimum required clear width along the accessible route.

It is important to note that the residents and visitors of the Proposed Zone 3 development will be relying upon the existing exterior path of pedestrian travel and will be encountering the challenges posed by the existing non-conforming conditions with regard to continuous and unobstructed accessible routes to and within the site. Therefore, the proposed development at McLean Zone 3 provides the opportunity to correct these existing non-conforming conditions and to incorporate accessible design strategies for improved exterior pedestrian circulation paths to and within the site.

Site Visit Observations

Our site visit observations are summarized as follows;

1. Pathway Connection at Pleasant Street Lodge

The primary means of pedestrian access to the intersection of Pleasant Street and Trapelo Road from the site is by means of a connection at the Pleasant Street Lodge location.

AKF



The pedestrian access to the intersection of Pleasant Street and Trapelo Road at the Pleasant Street Lodge has a steep slope over a short distance as it connects near the crosswalk due to site conditions. This access point involves a steep vehicular drive lane and a steep path, both of which are provided with gates that could impede or prevent pedestrian access.

2. Olmsted Drive

Olmsted Drive provides vehicle access only to the site from Pleasant Street.

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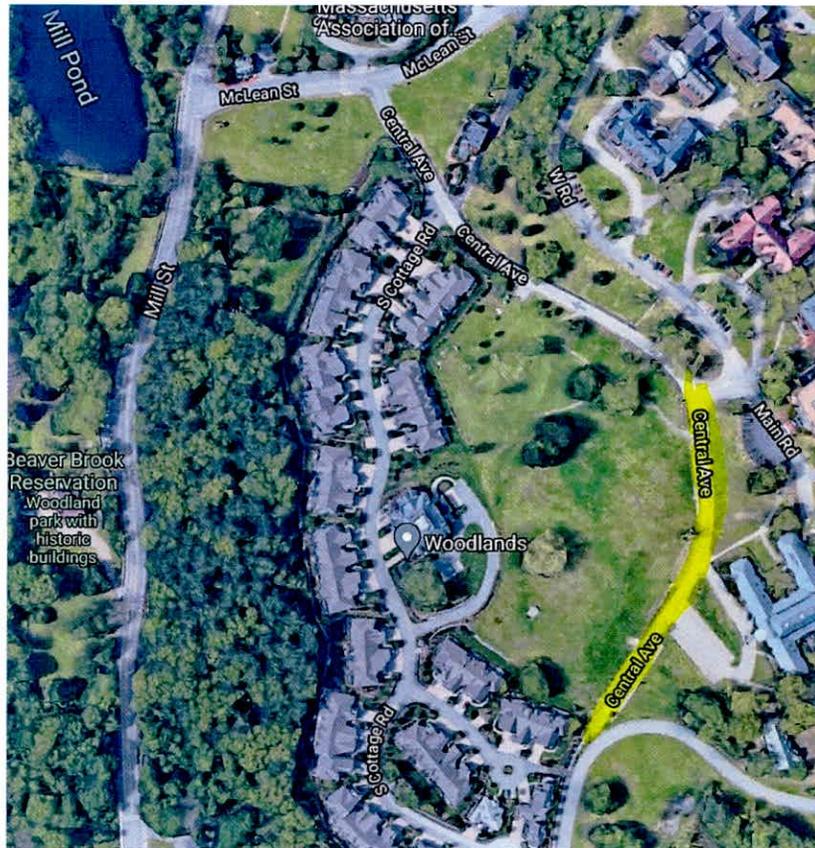
The lower portion of Olmsted Drive is not provided with a sidewalk nor a crosswalk connecting it to Pleasant Street.

Providing an accessible sidewalk and crosswalk connection to Pleasant Street would help improve pedestrian circulation on the site and give residents and visitors an alternative to the current private access at the Pleasant Street Lodge location which is challenged by steep site sloping conditions and the presence of gates that could impede or prevent access.

3. Discontinuities in Accessible Pedestrian Pathways

There is no accessible exterior path connecting Olmsted Drive and the parking lot accessed from Central Ave. A portion of Central Ave is provided with a paved sidewalk, however, it does not provide a continuous accessible route that connects the pedestrian walkway on Olmsted Drive to the parking area and to the pedestrian walkway on Central Ave. The area in question is highlighted in yellow on the following map.

AKF

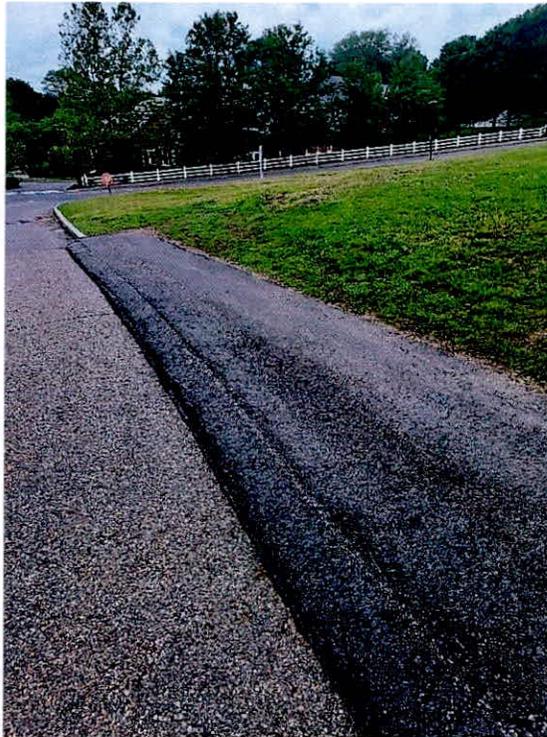


We observed residents as well as staff, patients, and visitors from McLean Hospital using the vehicular drive for circulation as accessible pedestrian paths are not provided in this location.



Pedestrians using the vehicular path on Central Ave for circulation through the site.

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The sidewalk along Central Ave is discontinuous and does not provide a connection to McLean Street. A compliant crosswalk with curb cut connections to the other side of Central Ave, or the extension of and a crosswalk connection across McLean Street would be needed to ensure a continuous accessible pedestrian path through the site.

These areas of the site should be addressed to ensure a continuous accessible exterior pedestrian path throughout the site.

4. Missing or Damaged Curb Cuts

Missing or damaged curb cuts were observed in several locations throughout the site. The missing curb cuts create a discontinuity in the accessible route for pedestrians. The damaged curb cuts present a tripping hazard for pedestrians. The specific instances we observed are detailed as follows;

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A curb cut is missing from one side where the sidewalk along Olmsted Drive crosses the drive to Waverly Woods. A curb cut is required at this intersection with the pedestrian path of travel by 521 CMR 21.2.1. A marked crosswalk is not provided at this location.



The curb cut at South Cottage Street is not provided with a marked crosswalk.

AKF



The curb cut at the McLean Street crosswalk is in need of repair to maintain the existing accessible route.



Both curb cuts that intersect the McLean Mill Street Lodge Leader drive are in need of repair to maintain the existing accessible route.

AKF



The curb cut at the Mill Street crosswalk is in need of repair to maintain the accessible route.

5. Pathway Obstruction – Light Pole



AKF

A light pole obstructs the sidewalk along Central Ave (which connects South Cottage Road to McLean Street) and reduces the clear width below the 36" minimum dimension exclusive of curb stones required by 521 CMR 22.2.

6. Pathway Obstructions – Residential Parking Configuration



Several driveways in the existing Woodlands II development were observed to result in situations where the parking of full-sized vehicles block the accessible exterior pedestrian path. The proposed development at McLean Zone 3 provides the opportunity to configure the parking for residents and visitors with sufficient space to keep the accessible exterior pedestrian path through the site free from obstruction by parked vehicles.

Conclusion

Therefore, based on the above, it is our professional opinion that the existing non-conforming conditions do not provide a continuous and unobstructed accessible exterior path for pedestrian travel to and within the site as required by the Massachusetts Architectural Access Board Regulations and the Fair Housing Act Design Manual. These existing non-conforming conditions include inadequate access to the site at the Pleasant Street Lodge location, no pedestrian access to the site from the lower portion of Olmsted Drive, lack of a continuous accessible route to and throughout the site due to missing portions of pedestrian paths, missing curb cuts that interrupt the continuity of the accessible route for pedestrians, damaged curb cuts that pose a tripping hazard to pedestrians, a light pole obstructing the 36" minimum clear width along Central Ave, and driveway configurations where resident and visitor vehicle parking blocks the accessible pedestrian route.

The residents and visitors of the Proposed Zone 3 development will be using the same existing non-conforming exterior paths for pedestrian travel and must be corrected in order to provide a continuous and unobstructed accessible path for pedestrian travel to and within the site as required by the Massachusetts Architectural Access Board Regulations and the Fair Housing Act Design Manual.

The Proposed Zone 3 development provides an opportunity to improve the accessibility of the site by correcting these existing non-conforming conditions and incorporating lessons learned from the

AKF

Woodlands II development such reconfiguring the resident and visitor driveways to avoid parked vehicles from blocking the accessible path of pedestrian travel within the site.

I can be reached directly at 617-780-0910 or jjierardi@akfgroup.com should you have any questions or wish to discuss in more detail.



Jay Ierardi, PhD, PE
Partner



DEBORAH A. RYAN & ASSOCIATES
14 DORCHESTER STREET, #3
SOUTH BOSTON, MA 02127

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E-mail: dryan@dryanassociates.com

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June 16, 2021

Mr. John C. Dawley
President & CEO
Northland Residential Corporation
80 Beharrell Street, Suite E
Concord, MA. 01742

RE: McLean Z-3 Site Accessibility

Dear Mr. Dawley:

I have reviewed the site plan provided for the project known as The Residences at Bel Mont McLean District Zone 3 relative to whether or not an accessible route is required to the “public way”. My review is based upon 521 CMR (Rules and Regulations of the Architectural Access Board as well as the Federal Fair Housing Act, Design and Construction Standards.

My professional opinion is as follows:

Under the current edition of 521 CMR dated January 27, 2006, Section 20.2 requires that: “**Within the boundary of the site**, an accessible route shall be provided from accessible parking, accessible passenger loading zones and public streets or sidewalks to the accessible building entrance they serve.”

521 CMR: 20.2 LOCATION

Within the boundary of the *site*, an *accessible route(s)* shall be provided from *accessible* parking, *accessible* passenger loading zones, and public streets or *sidewalks* to the *accessible building entrance* they serve. The *accessible route(s)* shall coincide with the route for the general public.

Since an accessible route is provided to Olmsted Drive, compliance with 521 CMR has been achieved. The regulations limit compliance to the boundary of the site. As the site does not go all

the way down Olmsted Drive to the public street, an accessible route is not required to reach the public street.

Under the Federal Fair Housing Act, (FHA) the requirement is similar. The accessible route requirement is also "within the boundary of the site". FHA Design and Construction Guidelines state:

REQUIREMENT I

Accessible Building Entrance on an Accessible Route: Covered multifamily dwellings must have at least one building entrance on an accessible route, unless it is impractical to do so because of terrain or unusual characteristics of the site.

Accessible route means a continuous and unobstructed path connecting accessible elements and spaces in a building or **within a site** that can be negotiated by a person with a severe disability using a wheelchair, and that is also safe for and usable by people with other disabilities. Interior accessible routes may include corridors, floors, ramps, elevators, and lifts. Exterior accessible routes may include parking access aisles, curb ramps, walks, ramps, and lifts.

Neither 521 CMR nor FHA requires a developer/owner to go beyond the boundary of their site with an accessible route. In this case, an accessible route is provided to the existing roadway, Olmsted Drive.

In addition, to the above, 521 CMR has an exception for slope of existing sidewalks that follow the natural topography of the road. Therefore, since Olmsted Drive is an existing road, the sidewalk slope is allowed to follow the natural topography of the road.

521 CMR Section 22.3.1 Nowhere shall the *cross slope* of *walkways* exceed one-in-50 (1:50) (2%). (Refer to 521 CMR 2.4.4d.)

Exception: Sidewalks on streets and ways shall be considered walkways, with the exception that if the slope of the natural topography exceeds one-in-20 (1:20) (5%) a ramp is not required.

It is therefore my professional opinion that an accessible route has been provided within the boundary of the site.

If you have any questions, please feel free to contact me.

Sincerely,



Deborah A. Ryan
Deborah A. Ryan & Associates

Robert Eckert

From: Joyce, William (REG) <william.joyce@state.ma.us>
Sent: Friday, October 1, 2021 2:28 PM
To: Robert Eckert
Subject: Re: McLean Hospital - Zone 3 - Request for Determination

Good afternoon,

I am reviewing your submission, and I would like to break it into two parts. The former, the questions about whether the ownership would be called upon to provide a pedestrian path of travel depends to a certain extent on how the property lines are drawn as "site" is a defined term under 521 CMR "A parcel of land bounded by a property line, or a designated portion of a public right-of-way."

However, as to any pedestrian paths already constructed on Site 3 or any other portion of land owned by the hospital, based on the report from AKF it would appear they were not constructed in compliance with the code that was in force at the time or have not been properly maintained. In those cases, the hospital has an obligation to correct any outstanding violations regardless of how the matter of the bounds of the site is resolved.

Sincerely,

William Joyce
Executive Director
Architectural Access Board
Office of Public Safety and Inspections
Division of Occupational Licensure
1000 Washington Street, Suite 710
Boston, MA 02118
617-727-0660
www.mass.gov/aab

From: Robert Eckert <robe@pmrllc1.com>
Sent: Friday, September 17, 2021 2:38 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Subject: FW: McLean Hospital - Zone 3 - Request for Determination

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Mr. Joyce,

Please disregard the attachment from my last e-mail, it seems that several of the pages had not scanned properly. The attachments hereto are correct.

Thanks

PROJECT MANAGEMENT RESOURCES, LLC.

September 17, 2021

Mr. William Joyce, Compliance Officer
Massachusetts Architectural Access Board
1 Ashburton Place,
Room 1310
Boston, MA 02108

Reference: **Request for Advisory Opinion 521 CMR**
McLean Hospital – Zone 3 Development

Applicable Sections: Chapter 20; Articles 20.1, 20.2 and 20.2.1

Dear Mr. Joyce,

Project Management Resources, LLC requests the issuance of an Advisory Opinion to support the Site Plan Approval and Design Development of a Residential Development consisting of 3 Multiple Dwelling Buildings containing 122 rental units and 40 For-Sale Townhouse Units built in multiple buildings consisting of 1-4 Units per building. A designated portion of both the Rental and Owned units will be Affordable and a designated portion will be Age-Restricted. The project is not a Massachusetts 40B Project. The Project is in Belmont, MA. and is currently under review by the Belmont Planning Board.

Background:

By Special Town Meeting in 1999 the Town of Belmont approved modifications to its previously existing Zoning By-Law to allow for the establishment and development of certain parcels of land within the Town of Belmont that were previously part of the McLean Hospital Campus. On the Eastern portion of the former Hospital Campus the Zoning By-Law allows for the development of three parcels, Zone 3, Zone 4, and Zone 6 along with a supporting private road (Olmsted Drive) and certain portions of land designated to be Privately Owned, Publicly Accessible Open Space.

Zone 3 was designated as a Senior Living Subdistrict, Zone 4 was designated as Research and Development Subdistrict, and Zone 6 was dedicated to Affordable Housing. Olmsted Drive was to be constructed as a private road connecting the three parcels to the public way at Pleasant Street and to provide pedestrian access to McLean Hospital from the Public Way and Public Transportation at the adjacent Waverly Square. In early 2001 the Hospital obtained Site Plan approval from the Belmont Planning Board.

Mr. William Joyce, Compliance Officer
Massachusetts Architectural Access Board
Request for Advisor Opinion
September 17, 2021

On August 10, 2005 McLean Hospital notified the Town of Belmont that they were “moving ahead “with the Construction of Olmsted Drive (copy attached). As described in the correspondence, the Hospital was intending to construct Olmsted Drive and ancillary infrastructure as part of the current Construction Contract but was not pursuing any development or construction on Parcels 3 or 4 at the time. The Hospital submitted and received approval to construct Olmsted Drive and its adjacent sidewalk. Subsequent to approval Olmsted Drive, Zone 6 (the Waverly Woods Affordable Housing Project) were constructed, and Olmsted Drive and the referenced sidewalk were put into use.

Request for Opinion/Determination:

In early 2021 during the review of the proposed Zone 3 plans the Planning Board was asked to review the Pedestrian Access from the Public Way to the Hospital and Zone 3 as proposed. It was argued by that the existing sidewalk from Pleasant Street does not meet the requirements of 521 CMR. (See AKF Report dated 06/17/2021 with photos). The proposed developer’s consultant Deborah A. Ryan & Associates response Dated June 16, 2021 (copy attached) is that the area of non-compliance is not on the Project Site therefore proposed plan is compliant based on the limits of the Site. We would like the Massachusetts Architectural Access Board to consider the following in their review of this matter:

- As a new Master Planned development project approved in 2005 with all buildings, roadways and sidewalks being newly constructed is the project be required to provide an Accessible Route from public streets to each building having *accessible spaces* per CMR 521 – 20.1?
- By the Project being built in multiple phases over a period of years would it be allowable for the requirement above to be circumvented, through phased real estate transactions/sales?
- Olmsted Drive and Zone 3 are currently both Owned by McLean Hospital as private land, the limit of the “Site” as stated in Deborah A. Ryan’s letter has been established by a Zoning By-Law and a future Real Estate Transaction. Is a potential future sale of land an appropriate basis for limiting the geography of a Site under 521CMR, or in this circumstance as the land is under control of a single entity would Olmsted Drive and Zone 3 be considered as one site for the purposes of providing an Accessible Route to the Public Street?

Thank you for your thoughtful review and consideration, please let me know if there are any questions or items that require further clarification.

Robert W. Eckert

Robert W. Eckert, Principal
Project Management Resources, LLC
robe@pmrllc1.com
(508)934-9556

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, October 5, 2021 5:34 PM
To: Hummel, Robert
Cc: Stephen Pinkerton
Subject: [EXTERNAL]McLean - Zone 3 - Landscaping

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

As the proponent elected not to answer some of my questions/comments related to Landscaping in the last meeting I am herewith submitting them to your office with hopes that you will request Mr. Dawley address them tonight or in writing so we can try to keep open items organized as requested by the Planning Board in the prior meeting.

- Article 3.2.1 e of the REA requires a 15 foot landscape buffer along both sides of Olmsted Drive and includes a maintenance and irrigation provision. Is the Proponent going to install landscaping and irrigation along Olmsted Drive that will be consistent with this language within the limits of Zone 3? Will the Proponent be meeting this requirement for the balance of Olmsted Drive from Zone 3 south to Pleasant Street?
- Article 4.2 of the REA prohibits parking on the “Common Driveways”, article 1.10 defines Olmsted Drive as a “Common Driveway”, can the developer explain why they believe they can provide parking on Olmsted Drive in light of the stated prohibition? Is the Proponent intending to seek modification to the REA to allow the current proposed design to proceed?
- The proposed landscape plans do not appear to address the requirements of section 6B5.4 i, as far as we are aware there have been no meetings, and no proposed designs presented by the proponent indicating the required “Landscape Buffer” between Olmsted Drive and the townhouses (4) of Zone 2. When will this issue start to be addressed?
- The proposed Landscape Plans do not appear to address section 6B5.3b the requirement to include “a trail head access to Lone Tree Hill, Belmont Conservation Land,” and a meaningful connection to the existing trail system. Will the proponent provide updated design documents to meet this requirement?
- The distance from the Driveways to the Townhouse structures in many instances is too long, causing the proposed design to exceed the allowable parking count required by section 6B.3.1 g, “No more than two parking spaces shall be allowed per dwelling unit,.....consisting of a mix of surface and garage parking spaces” is the Proponent planning to request a variance or alternative approach to address this issue?
- The Landscape plans do not clearly indicate where landscape and property service maintenance vehicles will park (overlength vehicles) and does not appear to address “on pavement snow storage areas” as previously discussed which are required by article 6B.6.2p and MA DEP requirements related to snow handling regulations.
- Generally speaking the planting density is significantly reduced compared to the current Zone 3 Site Plan Approval, do previous Orders of Conditions related to Landscaping Density need to be met? Can the Planning Board review the prior Approvals related to a carry-over requirement?

- The newly proposed Garage structure adjacent to the Chapel obscures what seems to be one of the more desirable views of the Chapel and locates the driveway in an area with poor visibility, can an alternate design scheme be considered by the Proponent?

Thank you very much I look forward to hearing back on these issues.

Robert Eckert
68 South Cottage Road

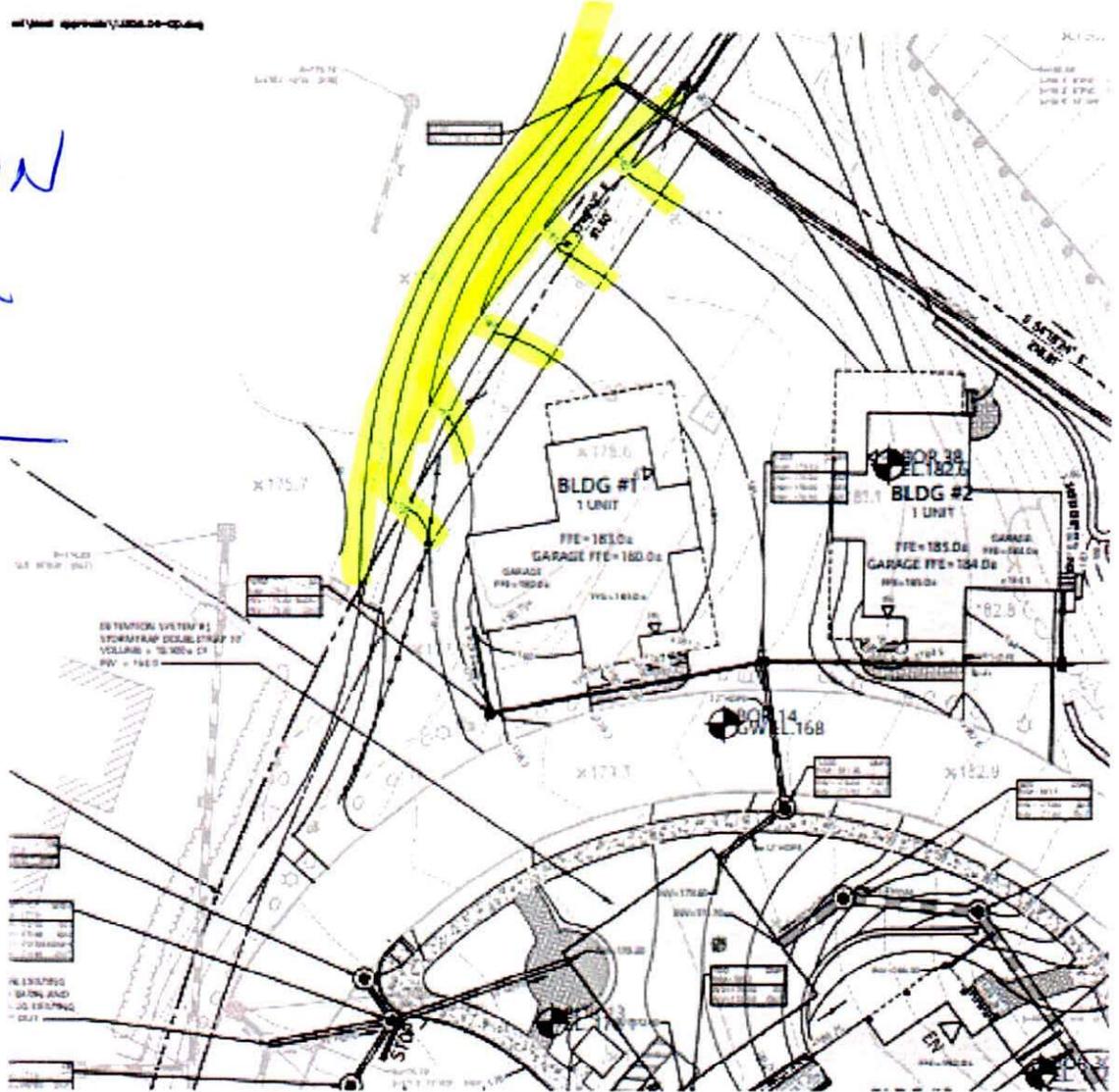
Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, October 5, 2021 9:05 PM
To: Hummel, Robert; Stephen Pinkerton; mlowrie@foley.com
Subject: [EXTERNAL]Here is a site plan indicating fill into the existing Upham Bowl
Attachments: Upham Bowl Fill.pdf

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Robert Eckert

FILL IN
UPHAM
BOWL



Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, October 5, 2021 9:58 PM
To: Hummel, Robert
Cc: Stephen Pinkerton; mlowrie@foley.com
Subject: [EXTERNAL]McLean - Parking
Attachments: Parking Definition.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert,

I think this is pretty clear in the Zoning By-Law.

Robert Eckert
(508)934-9556

- g) No more than two parking spaces shall be allowed per dwelling unit (including any dwelling unit designated to be in Subdistrict A under Subsection 6B.2.4), consisting of a mix of surface and garage parking spaces, plus no more guest/visitor spaces than three-tenths (.3) times the number of townhouse dwelling units (rounding up). Parking spaces shall only be used by residents of Subdistrict A and their visitors and guests.

* 6A.3.2 Parking Location and Layout

Parking must be located in the same Subdistrict as the use it serves. Parking space sizes shall conform to the rules and requirements generally applicable to the Town of Belmont as established from time to time by the Planning Board. Inside parking spaces in the Residential Subdistricts shall be located within a dwelling or an attached garage (no garage shall contain more than two spaces). Outside parking spaces in the Residential Subdistricts shall be located within a driveway leading to the garage. Guest parking spaces in the Residential Subdistricts shall be outside and shall be located in clusters of no more than 6 spaces each, such clusters to be located as approved by the Planning Board in connection with Design and Site Plan Review. No more than 350 parking spaces in the Senior Living Subdistrict may be outdoor surface spaces; the remainder must be located within a parking garage or other building. No more than 350 parking spaces in the Research and Development Subdistrict may be outdoor surface spaces, the remainder must be located within a parking garage or other building.

FROM 6A.3 PAGE 6A-7

ZONING BY-LAW

DEFINITION OF RESIDENTIAL
SUBDISTRICT PARKING
SPACE

"OUTSIDE PARKING SPACES"

Hummel, Robert

From: Victoria Bond <vbond999@gmail.com>
Sent: Wednesday, October 6, 2021 1:33 PM
To: s.pinkerton@verizon.net; Hummel, Robert
Cc: Jolanta Eckert
Subject: [EXTERNAL]Zone 3 Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Pinkerton and Mr. Hummel,

I have been attending the Planning Board Meeting with concerns since January 2020. I am writing to support Jolanta Eckert presentation last evening.

One of the earlier meetings I attended Mr. Dawley stated that a traffic light would be installed at the intersection of Olmstead Drive and Pleasant St., this was an excellent idea that now seems to be history based on calculations of a study done in the late 90's and on a traffic study done last fall. I understand the professionals added 40% more traffic to the study but this was just calculating car traffic. I think they forgot to include the traffic produced by Fedex, US Mail, UPS, Amazon, service providers, landscapers and not to forget the trash and recycle trucks along with Uber and Lyft cars.

The trash trucks in Zone 2 need to back down South Cottage and Meadows lane as the cul de sac circle is too small for turns. These trucks are not alone, the fire trucks need to make repeated turns to go back up the street. I can't imagine there is enough turn around space at the top of Olmstead Drive to allow this.

I appreciated the concern finally about school buses going up to the apartment dwellings at the top of the hill if in fact this occurs. Our neighbors children walked down to Trapelo Rd. crossed the street and waited for the school bus at the walk light and did the reverse at the end of the day.

Another member mentioned walking through Zone 2 to get a school bus on McLean Drive, this would not be a problem except there is no contiguous sidewalk and work trucks park half on the sidewalk and half in the street. I do not think this is appropriate for any school age child. Another individual mentioned walking down Center St. on the McLean property for the same reason, there is no sidewalk there.

I just don't want to see any of the problems occur when built that could be prevented now.

Thank you.

Sincerely,

Victoria Bond

63 South Cottage R

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Thursday, October 14, 2021 3:20 PM
To: Hummel, Robert; Stephen Pinkerton
Subject: [EXTERNAL]McLean Zone 3 - Zoning By-Law

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Robert & Stephen,

I'm reviewing the latest information from DSA in the area calculations for the Townhouse Units.

It still seems very unclear to me and I believe Steve's initial question as to which units have Cellars and which have Basements and are therefore subject to Gross Square Footage limitation remains pretty much unanswered.

It appears that the concept of Cellar vs. Basement was adopted by via Article 18 of the 2005 Town Meeting. I'm wondering if there is additional information available to figure out how 'clear height below grade' was defined? Alternatively the ZBA could be asked to provide clarification of the By-Law?

Thx

Rob Eckert
(508)934-9556

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Friday, October 15, 2021 10:24 AM
To: Stephen Pinkerton
Cc: Hummel, Robert
Subject: [EXTERNAL]Re: McLean Zone 3 - Zoning By-Law

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Stephen,

Thanks for your note, yes it seems like your position that... 'it's a Basement until you prove it's a Cellar' makes practical sense. It's really surprising that DSA went down this path addressing "Non-habitable/Unconditioned Unfinished Area", as that concept doesn't live anywhere in the code or By-Law, it's as if they are being influenced by what is shown on the drawings to follow some odd logic in lieu of performing the task of performing the calculations independently based on the zoning by-law definitions.

It's of note that DSA did not verify all the unit areas. Also they did not provide any numbers or specifically state, limited to the By-Law which units specifically exceed the limitation of the By-Law, "If those spaces were to be counted, the gross square footage would exceed 3,600SF", which begs the question of: By how much and how often?

In the fifth paragraph DSA proposes an alternative design idea to resolve the excess area. This seems inappropriate in the context of a Peer Review employed by the Town, on your behalf DSA is effectively indicating a proposed solution. I don't believe they were engaged by the Town to perform design work?

Regarding the height which I'm less concerned about, again they did not check all of the units.

My recommendation/suggestion would be that the fifth paragraph be eliminated from the letter, and that the board request the area calculations that DSA performed to be provided in a tabular format indicating livable and gross square footages comparing the proponent's values against the DSA values. At least then the PB will be able to understand how much the area is over on individual units and how much the total area may exceed what was anticipated for the sample units where the calculations were performed.

Thank You,

Robert Eckert

On Oct 15, 2021, at 9:08 AM, Stephen Pinkerton <s.pinkerton@verizon.net> wrote:

Rob,

I agree with your assessment of the DSA report. As for determination of cellar vs. basement, this is a routine calculation that is done by land surveyors with just about every permit application where story counts or subterranean construction are involved.

Absent data from the applicant to make the simple calculation, we will assume that all of the townhouses have basements.

Steve

Stephen Pinkerton
s.pinkerton@verizon.net
617-484-2732 land
617-818-6018 cell/text

On Oct 14, 2021, at 3:20 PM, Robert Eckert <robe@pmrllc1.com> wrote:

Robert & Stephen,

I'm reviewing the latest information from DSA in the area calculations for the Townhouse Units.

It still seems very unclear to me and I believe Steve's initial question as to which units have Cellars and which have Basements and are therefore subject to Gross Square Footage limitation remains pretty much unanswered.

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Thx

Rob Eckert
(508)934-9556

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Friday, October 29, 2021 12:15 PM
To: Hummel, Robert
Cc: Stephen Pinkerton
Subject: [EXTERNAL]Snow Storage - McLean Zone 3

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hummel,

I reviewed the updated plans posted by VHB I'm having trouble finding the area designated as "on pavement snow storage" or any calculations indicating how the amount of area was determined. Can you help guide me to the information?

Regards,

Robert Eckert
(508)934-9556

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Monday, November 1, 2021 12:34 PM
To: Hummel, Robert
Cc: Stephen Pinkerton
Subject: [EXTERNAL]RE: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Snow Storage - McLean Zone 3

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Robert & Stephen,

I did a little further looking into the Snow Storage issue, although Mr. Quitzau mentioned that the snow storage areas were now indicated on the Site Plans, what I was able to find is that some information is included in the updated Stormwater Management Report. Specifically page 151 of the PDF (Appendix D) of the updated Stormwater Management Report contains a Snow Storage Map which indicates Snow Storage Areas 1 through 5. None of the Storage Areas indicated are on paved surfaces, which I thought was discussed and I thought was required by regulation? Also the prior report contained a section "Management of Snow and Ice", which appears to have been eliminated from the report. I was not able to find any calculations of the volume/area calculations and it does not appear the Olmsted Drive's snow volume has been reflected or taken into consideration in the identification of Storage Areas while a significant portion of Olmsted Drive is within the Zone 3 boundary.

In the prior report the Section named "Management of Snow and Ice" starts off with these sentences, "Snow shall be stockpiled on standard pavement surfaces so sand and salt may be swept in the spring or removed as snow melts and drains through the stormwater management system. Recommended locations for snow storage are shown on the attached Snow Storage Plan." Areas 2, 4 and 5 are impractical without negatively impacting sidewalks or landscaping, and the amount of area seem completely inadequate.

This seems like a repeat of design mistakes that took place at Woodlands I and Woodlands II where we are now saddled with snow removal costs that are extreme and ever-increasing as locations available to take snow are becoming more and more limited.

Regards,

Robert Eckert
(508)934-9556

-----Original Message-----

From: Hummel, Robert <rhummel@belmont-ma.gov>
Sent: Monday, November 1, 2021 10:07 AM
To: Robert Eckert <robe@pmrllc1.com>
Cc: Stephen Pinkerton <s.pinkerton@verizon.net>
Subject: RE: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Snow Storage - McLean Zone 3

Robert,

I reviewed the plans and I didn't see snow storage shown. I believe that this has been noted by the Planning Board and Jack will need to resolve this before the close of the public hearing or this will be a decision condition.

Thanks,
Robert Hummel

Robert Hummel | Senior Planner
Town of Belmont | Planning Division
19 Moore Street, 2nd Floor | 617-993-2666

-----Original Message-----

From: Robert Eckert <robe@pmrllc1.com>
Sent: Monday, November 1, 2021 9:39 AM
To: Hummel, Robert <rhummel@belmont-ma.gov>
Cc: Stephen Pinkerton <s.pinkerton@verizon.net>
Subject: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Snow Storage - McLean Zone 3

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Thank you very much.

> On Nov 1, 2021, at 9:36 AM, Hummel, Robert <rhummel@belmont-ma.gov> wrote:

>
> Robert,
> I acknowledged that we received your comments. I will look for an answer to your question in the meantime.

>
> Thanks,
> Robert Hummel

>
> Robert Hummel | Senior Planner
> Town of Belmont | Planning Division
> 19 Moore Street, 2nd Floor | 617-993-2666

>
>
>
> -----Original Message-----

> From: Robert Eckert <robe@pmrllc1.com>
> Sent: Monday, November 1, 2021 9:33 AM
> To: Hummel, Robert <rhummel@belmont-ma.gov>
> Cc: Stephen Pinkerton <s.pinkerton@verizon.net>
> Subject: [EXTERNAL]Re: [EXTERNAL]Snow Storage - McLean Zone 3

>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>
>
> Robert,

>
> Can you answer this question before the meeting on Tuesday night??

>
> These e-mails from you seem like auto-generated notes ilo a real response??
>
> Thx
>
> Robert
>
>> On Nov 1, 2021, at 9:24 AM, Hummel, Robert <rhummel@belmont-ma.gov> wrote:
>>
>> Robert,
>> Thank you for your comments.
>>
>> Thanks,
>> Robert Hummel
>>
>> Robert Hummel | Senior Planner
>> Town of Belmont | Planning Division
>> 19 Moore Street, 2nd Floor | 617-993-2666
>>
>>
>>
>> -----Original Message-----
>> From: Robert Eckert <robe@pmrllc1.com>
>> Sent: Friday, October 29, 2021 12:15 PM
>> To: Hummel, Robert <rhummel@belmont-ma.gov>
>> Cc: Stephen Pinkerton <s.pinkerton@verizon.net>
>> Subject: [EXTERNAL]Snow Storage - McLean Zone 3
>>
>> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>>
>>
>> Mr. Hummel,
>>
>> I reviewed the updated plans posted by VHB I'm having trouble finding the area designated as "on pavement snow storage" or any calculations indicating how the amount of area was determined. Can you help guide me to the information?
>>
>> Regards,
>>
>> Robert Eckert
>> (508)934-9556

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Monday, November 15, 2021 4:23 PM
To: jdawley@northlandresidential.com
Cc: Stephen Pinkerton; Hummel, Robert
Subject: [EXTERNAL]McLean Zone 3

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jack,

I got a few calls from neighbors today related to your responses to the Land Management Committee's report. I think in section 3.a, there is a bit of confusion created by the language as drafted.

The introduction paragraph 3.a. makes sense to me, however in subsection iii you talk about the roadway, sidewalk, road shoulders etc. and subsequently say that Subdistrict B will bill the various subordinate entities (including Zone 2). I think it would be helpful if you clarified that only the Common Utility Facilities are billable to Zone 2. Which could be clarified to say that its only Sewer. As I understand it Water, Power, Gas, Telecommunication and Drainage in Olmsted Drive either don't serve Zone 2 or are identified in Article 7 as not having an apportionment to Zone 2??

I'm assuming that any proposed REA amendments/revisions will be submitted to both Woodlands I and Woodlands II for approval prior to becoming operative?

THX

Rob E.

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, November 16, 2021 8:48 PM
To: Matt Lowrie
Cc: Hummel, Robert; Stephen Pinkerton
Subject: [EXTERNAL]Sewer Zone 3

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Matt,

I discussed the Sewer with Glen Clancy, it's in their court(Community Development) and they will be assessing them for their connection fee, it's somewhere in the range of \$500k so it's not likely it will fall off their radar but you should check.

As far as the sewer goes, we've actually checked the calculations and the current use is quite a bit less than the previous approvals.

From the Woodlands II perspective, they have to come to us on 2 issues as far as I'm aware, the first being the Sewer, on that issue Jack is correct we can not "unreasonably withhold" our approval, I think we will be OK with the proposed connection modifications but may ask for warranty protection in the form of a 5-10 year funding Holiday, the mindset being any new failures are likely to be from modifications or prior lack of maintenance by the Hospital.

On the modifications to the REA itself that is a different can of worms, and I don't think the "unreasonably withheld" standard applies. I know we're concerned about parking on Olmsted Drive which the REA prohibits and the Storm Water Issues, but I'm sure if the Board recognizes and gives Jack the direction to work it out with us we'll come to an agreement.

You should probably read the REA, with your background it's a pretty light lift and does give a lot of context on how things were set up.

Regards

Rob E.

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, December 7, 2021 9:21 PM
To: Stephen Pinkerton; mlowrie@foley.com
Cc: Hummel, Robert; Jack Dawley; Clancy, Glenn; Paolillo, Mark
Subject: [EXTERNAL]FW: McLean Hospital - Zone 3 - Request for Determination

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Stephen & Matt,

I sent the relevant information regarding MAAB Compliance regarding the project providing an Accessible Path to the Public Way and Public Transportation to the MAAB Office in Boston for their review and consideration. Their response is somewhat interesting. While they are not delving into the separate potential Ownership of Zone 3 at the time of the pendency of your current approval process, they have determined that the obligation to provide an Accessible Path from the Public Way to the various development parcels lies with the Hospital.

I suggest the Board consider if they should condition the approval of Zone 3 on the Hospital (the current Owner of the Zone 3 land) or Developer of Zone 3, with the obligation of bringing the site into compliance. Alternatively the Board could refer this issue to the Town's Zoning Enforcement Officer as an existing condition.

I would remind the Board that the private development of the McLean Hospital site is one of the largest private developments in Belmont, and it seems a terrible oversight for the Planning Board to have overlooked Accessibility Compliance in its prior and current approval process.

Based on tonight's discussion I suggest you consider retaining the services of an Accessibility Consultant to review the proposed plans and the overall site. 521 CMR is a regulation and Law it's not a building code, its extremely complex and difficult to apply. TAT has very good experience with this within the buildings, it's really the access to the site that is problematic due to prior phased design oversights.

Regards,

Rob Eckert
(508)934-9556

From: Joyce, William (REG) <william.joyce@state.ma.us>
Sent: Friday, October 1, 2021 2:28 PM
To: Robert Eckert <robe@pmrllc1.com>
Subject: Re: McLean Hospital - Zone 3 - Request for Determination

Good afternoon,

I am reviewing your submission, and I would like to break it into two parts. The former, the questions about whether the ownership would be called upon to provide a pedestrian path of travel depends to a certain extent on how the property lines are drawn as "site" is a defined term under 521 CMR "A parcel of land bounded by a property line, or a designated portion of a public right-of-way."

However, as to any pedestrian paths already constructed on Site 3 or any other portion of land owned by the hospital, based on the report from AKF it would appear they were not constructed in compliance with the code that was in force at the time or have not been properly maintained. In those cases, the hospital has an obligation to correct any outstanding violations regardless of how the matter of the bounds of the site is resolved.

Sincerely,

William Joyce

Executive Director

Architectural Access Board

Office of Public Safety and Inspections

Division of Occupational Licensure

1000 Washington Street, Suite 710

Boston, MA 02118

617-727-0660

www.mass.gov/aab

From: Robert Eckert <robe@pmrllc1.com>
Sent: Friday, September 17, 2021 2:38 PM
To: Joyce, William (DPL) <William.Joyce@mass.gov>
Subject: FW: McLean Hospital - Zone 3 - Request for Determination

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Mr. Joyce,

Please disregard the attachment from my last e-mail, it seems that several of the pages had not scanned properly. The attachments hereto are correct.

Thanks

Robert Eckert

From: Robert Eckert
Sent: Friday, September 17, 2021 2:27 PM

To: 'william.joyce@mass.gov' <william.joyce@mass.gov>

Subject: McLean Hospital - Zone 3 - Request for Determination

Hello Mr. Joyce,

In 2019 you helped me with preparing a request for a determination by the Board, and I believe I need to ask for one for a new project I'm working on. I'm pretty much following the same process you led me through the last time but may need some guidance. If you can look at what I've attached and reach out to me with any questions or let me know the applicable time lines that would be helpful. Our Planning Board is continuing meetings through the fall so I'm hoping this can fit onto one of your upcoming agendas.

Thanks so much,

Robert W. Eckert
Project Management Resources, LLC
(508)934-9556

Hummel, Robert

From: mark gouker <gouker.mark@gmail.com>
Sent: Tuesday, December 14, 2021 11:33 PM
To: Jack Dawley
Cc: Hummel, Robert; Robert Eckert; stan_rome@yahoo.com
Subject: [EXTERNAL]Re: Zone 2 -3 Buffer Planting Proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hummel and Mr. Dawley,

On behalf of the Board of Trustees of Woodlands 2, I acknowledge the receipt of your proposal for the buffer landscaping between Zones 2 and 3 along Olmstead Dr. We agree with the current approach of beginning the planning of the buffer landscaping with the direct abutters to Olmstead Dr. I appreciate that you have been coordinating with Mr. and Mrs. Eckart and Mr. and Mrs. Rome so far in this process.

As we have begun the review of this plan within the community, it has become apparent that input from Mr. and Mrs. Chen at 71 S. Cottage have been inadvertently overlooked. We believe they have a legitimate need for accommodation in the development of this plan, and Mrs. Chen has reached out to you earlier this evening via email.

We anticipate that the Romes, Eckerts, and Chens will come to a satisfactory buffer landscape plan with Northland, and that is the driving priority in this issue. In addition, there is a role for the Board and the rest of the community to have an opportunity to review the plan and comment on any perceived deficiencies. We have begun that process in parallel with the ongoing discussions between the abutters and Northland so that we can conclude this process in a timely manner. However, we do not believe that these discussions will be concluded by 21 December 2021. We are willing to work with Northland expeditiously, but we request that we are given a reasonable timeline to give this issue the consideration it desires.

Respectfully,

Mark Gouker
Chair, Woodlands at Belmont Hill II Board of Trustees
gouker.mark@gmail.com
339-927-8262

On Tue, Dec 7, 2021 at 3:05 PM Jack Dawley <jdawley@northlandresidential.com> wrote:

Robert(s), Stan and Mark,

See attached proposal the interface between Zone 2 and 3 at Olmsted Drive, which I will ask that the Board review on December 21st.

Jack Dawley

John C. Dawley

President & CEO

Northland Residential Corporation

O – 781-229-4704

C - 617-797-6704

Hummel, Robert

From: SANDRA Chen <leigo1@gmail.com>
Sent: Tuesday, December 14, 2021 9:45 PM
To: jdawley@northlandresidential.com
Cc: Robert Eckert; Stan Rome; Hummel, Robert
Subject: [EXTERNAL]McLean Zone 3 Buffer Plan Proposal

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Jack:

I read with interest your letter to the Eckerts, Romes, and Mr. Hummel, subject as above, dated December 7, 2021. As Woodlands II abutting residents, your Buffer Plan Proposal is incomplete and not ready for planning board approval because it does not meet the needs of all abutting residents.

Below are photos taken from our house, 71 S. Cottage Road.

Photo 1 & 2. As seen in the photo, the height of the rose bushes are low and do not offer any visual blockage nor any effective buffer. Likewise, there's open space to left of the rose bushes, where the fences are.





Photo 3. Shows area where buffer would be useful.



Per Section 6B5.4(i) of the Town of Belmont Zoning Bylaw, a "Landscape Buffer should be provided between Olmsted Drive as it passes through zone 3 and the townhouses located in Zone 2 of the Mclean District." However, It is incorrect to say, as you did in your December 7, 2021 letter, that along Olmsted Drive "the stone wall and existing planting provide an abundance of protection and privacy." You alluded to our unit, 71 S. Cottage Road, as if there is "screening" of the prospective development of Zone 3, whereas the photos above clearly do not show this screening.

We wish to meet with you, Jack, to further convey our concerns and the shortcomings of your Zone 3 Buffer Plan Proposal. We are available on Thursday, December 16 or Monday, December 20.

Sandra and Bill Chen
71 S. Cottage Rd
Cell: (651) 336-7209 — Sandra;
Cell: (651) 336-4912 — Bill

Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, December 21, 2021 8:23 AM
To: Stephen Pinkerton; Hummel, Robert; Matt Lowrie
Cc: Jack Dawley; Clancy, Glenn; Paolillo, Mark
Subject: [EXTERNAL]McLean - Zone 3 - snow storage

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Stephen,

I saw the sign below recently and it reminded me of a discussion regarding snow storage in a recent hearing.

Section 6B.6.f. Of the Site Plan Review requires the Town to make a determination that the proponent has demonstrated “adequate measures” for various parameters including “snow storage and removal”

In recent hearings the Board seemed somewhat at a loss to understand the need or requirement for snow storage or the purpose for such a plan. Outside of the detrimental financial impact of escalating snow removal costs here are a few reasons snow storage is important for high density developments;

First and probably foremost is to protect sensitive road abutting environments from pollutants contained in snow which include de-icing chemicals and trace VOCs from vehicles and silt. A Snow Storage Plan demonstrates that there is adequate storage capacity within a development and often posts areas where snow should not be stockpiled. This seems particularly important on the eastern boundary adjacent to the buffer zone as well as all the land abutting Town Open Space.

Additionally, snow hauling is generally prohibited during Snow Emergency events, so while it is important to establish clear access as soon as practical, exporting of snow to disposal sites is typically prohibited or limited to public uses until 24 hrs post emergency. So it’s important for a proposed development with certain densities to be able to adequately store snow in designated areas until exporting can take place. The snow storage plan should demonstrate that the snow can be safely exported without impeding traffic and functionality of the development etc.

Generally snow storage areas should be adjacent to storm water management devices designed to adequately treat the melting snow which will contain high amounts of de-icing materials and silt and oil, Ideally locations would allow for some infiltration but as the ground is often frozen melting snow can/will create run-off which should not create icing on roadways.

In recent material submitted by Mr. Dawley dated November 16, 2021 with a section titled Snow Management, this section makes the statement “No centralized snow collection areas are required, nor are designated to function as such. If accumulated snow poses a safety concern it will be pushed back and/or removed from the site where and when necessary.” I think through this statement Mr. Dawley is asserting that the requirement for snow storage described in the Zoning By-Law should not apply or be required by the Board.

The “Revised Stormwater Management Report dated 09-23-2021 contains a snow storage plan on page 151 of the PDF file, there are no accompanying data or explanations provided, and the plan does not seem to address quite a bit of the areas of concern including Olmsted Drive.

Minimally the Town should consider posting areas where snow should not be stockpiled and recognize that a high built-in cost for snow removal for age and income restricted residents does not seem like a favorable outcome for a newly planned community.

Regards,

Rob Eckert
(508)934-9556



Hummel, Robert

From: Robert Eckert <robe@pmrllc1.com>
Sent: Tuesday, December 21, 2021 8:15 PM
To: Stephen Pinkerton; Hummel, Robert
Cc: Clancy, Glenn; Paolillo, Mark
Subject: [EXTERNAL]Sewer Flows - I&I Fees
Attachments: Zone 3 Title 5.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Pinkerton and Mr. Clancy,

I've recently read the newly posted information on the Town's website related to the determination of adequate sewer capacity and the appropriate I&I fees and Mr. Dawley's proposed apportionment.

While I'm uncertain how the Sewage was calculated for the prior Zone 3 approval, probably the only irrelevant data is the limit which was established by the REA not to exceed 72,000 gallons per day which the Town accepted.

For the current application:

Massachusetts title 5, 310 CMR 15.203 establishes the Design Flow rate for Single Family Dwelling, Townhouses and Apartments at 110 gallons/day/bedroom. (see attached 310 CMR 15.002 "Design Flow" and Table rev. 2016)

Bedrooms are defined specifically under 310 CMR 15.002, this definition varies from the Town's Zoning By-Law, the Board should consider the proposed Dens qualifying as bedrooms under Title 5. (See attached 310CMR section 15.002 pages 5 & 6 rev 2016)

"Housing for the Elderly" was incorporated into 310 CMR 15.203 by amendment in 2014 to allow the reduction to 150 gallons/day for a two bedroom unit that is actually 'age-restricted', the amendment prohibits the extension of this flow-rate to one bedroom units and units of "more than two bedrooms", which specifically requires those flows to be based on 110 gallons/day/bedroom. See attached 310 CMR 15.203 highlighted note at bottom (****) VHB and Mr. Dawley seem to have taken this reduction on all units, which does not seem correct.

I found no basis in Title 5 supporting VHB's statement 3 "This was based on expected wastewater generation of 55 GPD per bedroom." To the contrary Title 5 limits opportunities for taking reductions, does the Town have a Statute or Regulation that is applicable? The Board may effectively be setting a precedent that shall erode the calculation of future I & I fees from the basis of 110 gal/bedroom/day to 38 gal/bedroom/day, across the Town, this should not be considered lightly and without a firm basis. Ultimately when the Town requires sewer repairs this short-fall cannot be recovered.

For Subdistrict A assuming the 1 & 3 bedroom units are all age-restricted and there are 73 bedrooms @ 110 gal/bedroom/day and there are 15 Housing for the Elderly Units, 2 bedroom units @150 gal/unit/day; Subdistrict A would have a calculated Design Flow Rate of 10,280 gallons/day before reduction would be taken.

For Subdistrict B it's a bit more complicated, with the dens meeting the definition of a bedroom and the age-restricted 2 bedroom locations not being specified (assumed all were reduced while only about 50% actually qualify), the flow rate is conservatively 17,860 gallons/day before further reductions.

In net it appears that an overall reduction just over 40% has been presumed in the presented calculations that should require some substantiation.

Regards,

Rob Eckert
(508)934-9556

310 CMR: DEPARTMENT OF ENVIRONMENTAL PROTECTION

15.002: continued

Acre - a unit of land measure equal to 40,000 square feet which is considered a building acre in accordance with standard real estate practices.

Agency - an agency, department, board, commission or authority of the Commonwealth or of the federal government and any authority of any political subdivision, which is specifically created as an authority under special or general law. The term shall not include housing authorities permitted pursuant to M.G.L. c. 40A.

Alternative Systems - Systems designed to provide or enhance on site sewage disposal which either do not contain all of the components of an on site disposal system constructed in accordance with 310 CMR 15.100 through 15.255 or which contain components in addition to those specified in 310 CMR 15.100 through 15.255 and which are proposed to the Local Approving Authority and/or the Department, or an agent authorized by the Department, for remedial, pilot, provisional, or general use approval pursuant to 310 CMR 15.280 through 15.289.

Approved Capacity - The capacity of a 1978 Code system reflected by the sewage flow as shown on the Disposal Works Construction Permit Application or as shown on the Certificate of Compliance, whichever is less for that system and not the calculated capacity based on 1978 Code loading rates which may account for overdesign or safety factors. For a system designed in accordance with 310 CMR 15.000, the approved calculated capacity is based on the loading rates found at 310 CMR 15.242.

Approving Authority - A Local Approving Authority as defined in 310 CMR 15.002; or the Department, with regard to systems owned or operated by an agency of the Commonwealth or of the federal government, systems serving a facility with a design flow of 10,000 gallons per day or greater, systems subject to a variance granted under 310 CMR 15.416, or on a case by case basis as determined by the Department to be necessary to carry out the purposes of 310 CMR 15.000; or the Department with regard to alternative systems proposed in compliance with 310 CMR 15.280 through 15.289.

ASTM - The American Society of Testing and Materials.

Authorized Agent - A person or entity authorized in writing by the Department to act on its behalf in the implementation and oversight of responsibilities, as identified in 310 CMR 15.000.

Bank (Coastal) - Any land or surface area so defined by the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40 and 310 CMR 10.30(2). Generally, the seaward face or side of any elevated landform, other than a coastal dune, which lies at the landward edge of a coastal beach, land subject to tidal action, or other wetland.

Bank (Inland) - Any land or surface area so defined by the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40 and 310 CMR 10.54(2). Generally, a portion of the land surface which normally abuts and confines a water body.

Barrier Beach - Any land or surface area so defined by the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40 and 310 CMR 10.29(2). Generally, a narrow low-lying strip of land generally consisting of coastal beaches and coastal dunes extending roughly parallel to the trend of the coast, separated from the mainland by a narrow body of fresh, brackish, or saline water or a marsh system.

Bedrock - Solid rock exposed at the surface or overlain by unconsolidated gravel, sand, silt and/or clay. Bedrock includes weathered or saprolitic components thereof. Bedrock types are defined and most of their areal extent are described in the "Bedrock Geologic Map of Massachusetts" published by the Massachusetts Department of Public Works (1983).

Bedroom - A room providing privacy, intended primarily for sleeping and consisting of all of the following:

- (a) floor space of no less than 70 square feet;
- (b) for new construction, a ceiling height of no less than seven feet three inches;

15.002: continued

(c) for existing houses and for mobile homes, a ceiling height of no less than seven feet zero inches;

(d) an electrical service and ventilation; and

(e) at least one window.

Living rooms, dining rooms, kitchens, halls, bathrooms, unfinished cellars and unheated storage areas over garages are not considered bedrooms. Single family dwellings shall be presumed to have at least three bedrooms. Where the total number of rooms for single family dwellings exceeds eight, not including bathrooms, hallways, unfinished cellars and unheated storage areas, the number of bedrooms presumed shall be calculated by dividing the total number of rooms by two then rounding down to the next lowest whole number. The applicant may design a system using design flows for a smaller number of bedrooms than are presumed in this definition by granting to the Approving Authority a deed restriction limiting the number of bedrooms to the smaller number.

Biological Mat - A layer composed of microorganisms and organic material located below a soil absorption system which forms on the infiltrative surface of soil and which provides biological treatment of septic tank effluent.

Blackwater - Wastewater from toilets, urinals, and any drains equipped with garbage grinders.

Bordering Vegetated Wetland - Any land or surface area so defined by the Massachusetts Wetlands Protection Act, M.G.L. c. 131, § 40 and 310 CMR 10.55(2).

Building - A structure enclosed within exterior walls or firewalls, built, erected, or framed of any materials, whether portable or fixed, having a roof, to form a structure for the shelter of persons, animals or property.

Building Sewer - A pipe which begins outside the inner face of a building wall and extends to an on-site system or municipal or private sewer.

Campground - A facility regulated pursuant to 105 CMR 430.00: *Minimum Standards for Recreational Camps for Children (State Sanitary Code: Chapter IV)* or 105 CMR 440.00: *Minimum Standards for Developed Family Type Campgrounds (State Sanitary Code: Chapter VI)* and any campground operated by the Department of Conservation and Recreation in a State Park.

Cellar Wall - That portion of the outside surface of the foundation wall enclosing a full basement which is above the cellar floor and below the ground surface.

Certificate of Compliance or Certificate - A certificate issued by the Approving Authority to the owner or operator of a system in accordance with 310 CMR 15.021 indicating that an on-site system has been constructed or upgraded, and inspected, as necessary in compliance with 310 CMR 15.000.

Certified System - An alternative system which has been approved by the Department for specified uses or site conditions pursuant to 310 CMR 15.288. Systems which have been certified may be approved for use by approving authorities without further Departmental review but subject to any limitations on their use imposed by the Department pursuant to 310 CMR 15.000.

Certified Vernal Pool - A surface water body that has been certified by the Massachusetts Division of Fisheries and Wildlife as a vernal pool in accordance with the "Vernal Pool Certification Guidelines" pursuant to the Massachusetts Natural Heritage and Endangered Species Program administered by the Massachusetts Department of Fish and Game at the time a permit application is submitted to the Approving Authority.

Cesspool - A pit with open-jointed linings or holes in the bottom and/or sidewalls into which raw sewage is discharged, the liquid portion of the sewage being disposed of by seeping or leaching into the surrounding soils, and the solids or sludge being retained in the pit. Cesspools are nonconforming systems.

310 CMR: DEPARTMENT OF ENVIRONMENTAL PROTECTION

15.002: continued

High Groundwater Elevation - As determined in accordance with 310 CMR 15.101, 15.102 and 15.103.

Housing for the Elderly - A facility restricted to use by adults over 55 years of age (in accordance with 42 USC 3601 *et seq.* as referenced in M.G.L. c. 151B, § 4, paragraph 7.).

H-10 Loading - Standard H-10 truck loading as specified by the American Association of State Highway and Transportation Officials.

H-20 Loading - Standard H-20 truck loading as specified by the American Association of State Highway and Transportation Officials.

Humus/Composting Toilet - A self-contained system consisting of a composter with a separate toilet fixture from which no liquid or solid waste materials are discharged to the surface or subsurface environment and from which a humus/compost-like end product is produced. Such systems may be used in accordance with the provisions of 310 CMR 15.289.

Impervious Material - Soils with a percolation rate greater than 60 minutes per inch. (*See, also, the definition of unsuitable material.*)

Individual - A single or specific person (*See definition of Person*)

Industrial Waste - Any water-carried or liquid waste resulting from any process or industry, manufacture, trade, business, or activity listed in 310 CMR 15.004.

Interim Wellhead Protection Area (IWPA) - An interim well-head protection area, as defined in Massachusetts drinking water regulations, 310 CMR 22.02. Generally, this is a ½-mile radius for sources whose approved pumping rate is 100,000 gallons per day or greater. For smaller sources, the radius in feet is determined by multiplying the approved pumping rate in gallons per minute by 32, and adding 400.

Invert - The lowest portion of the internal cross section of a pipe or fitting.

Irrigation Well - Any on-site source of groundwater not certified as a potable water supply by the local Board of Health or the Department in accordance with M.G.L. c.111, § 122A and 160 or 310 CMR 22.00.

Local Approving Authority - The board of health or its authorized agent or an agent of a health district constituted pursuant to M.G.L. c. 111, § 27 acting on behalf of the applicable board of health.

Local Upgrade Approval - An approval granted by the Approving Authority allowing the owner or operator of a nonconforming system to perform an upgrade of the nonconforming system to the maximum feasible extent, all in accordance with the provisions of 310 CMR 15.401 through 15.405.

Long-term Acceptance Rate (LTAR) - The stable rate of effluent acceptance through the biological mat of a soil absorption system measured in gallons per day per square foot (gpd/sf) or centimeters per day (cm/d).

Maintenance - All activities required to assure the effective and continuous operation and performance of an on-site system including, but not limited to, solids and scum removal from the septic tank, grease trap, dosing chamber or pump chamber and, re-leveling the distribution box, but not including a system upgrade.

Mobile Home - A single transportable structure on a chassis designed to be used, with or without a permanent foundation, as a dwelling. The support system of a mobile home is constructed so that the mobile home may be moved from time to time.

310 CMR: DEPARTMENT OF ENVIRONMENTAL PROTECTION

15.203: continued

TYPE OF ESTABLISHMENT	UNIT	GALLONS PER DAY	MINIMUM ALLOWABLE GPD FOR SYSTEM DESIGN
(2) RESIDENTIAL			
Bed & Breakfast	per bedroom	110	440
Bed & Breakfast with restaurant open to public add	per seat	35	1000
Camp, resident, mess hall, washroom and toilets	per person*	35	
Camp, day, washroom and toilets	per person	10	
Camp, day, mess hall, washroom and toilets	per person	13	
Campground, showers and toilets	per site	90	
Family Dwelling, Single including, but not limited to, single family condominiums & cooperatives	per bedroom	110	330**
Family Dwelling, Multiple	per bedroom	110	***
Family Mobile Home Park	per mobile home	300	
Motel, Hotel, Boarding House	per bedroom	110	
Retirement Mobile Home Park	per site	150	
Housing for the Elderly	per two bedroom unit	150****	
Work or Construction Camp	per person	50	
* Person in the context of 310 CMR 15.203 means an individual.			
** A system may be designed for flows of not less than 220 gpd, if a deed restriction essentially identical to the model Grant of Title 5 Bedroom Count Deed Restriction developed by the Department, is provided that limits the dwelling to two bed rooms as the term "bedroom" is defined in 310 CMR 15.002. A home office or home retail business whose only employees reside in the home, where no additional wastewater is generated other than toilet and hand washing waste, is not considered a change in the type of establishment and does not require the addition of flow for the purpose of designing the system.			
*** The number of bedrooms in a condominium shall be as specified in the Master Deed. Establishment of bedrooms in excess of the specified number shall be considered an increase in design flow. A home office or home retail business whose only employees reside in the home, where no additional wastewater is generated other than toilet and hand washing waste, is not considered a change in the type of establishment and does not require the addition of flow for the purpose of designing the system.			
**** One bedroom unit Housing for the Elderly, and units with more than two bedrooms shall be designed based on 110 gallons per day per bedroom.			
(3) COMMERCIAL			
Airport	per passenger	5	150
Barber Shop/Beauty Salon	per chair	100	
Bowling Alley	per alley	100	
Country Club, dining room	per seat	10	
Country Club, snack bar or lunch room	per seat	10	
Country Club, lockers and showers	per locker	20	
Doctor Office	per doctor	250	
Dentist Office	per dentist	200	

TITLE 5 CHANGES – EFFECTIVE JANUARY 3, 2014

Duplicative Approvals Eliminated

Unless the facility is a large system, or is owned or operated by the state or federal government, Mass DEP will no longer be approving:

- Installation of recirculating sand filters or equivalent alternative technology in nitrogen sensitive areas;
- Nitrogen aggregation plans;
- Tight tanks;
- Shared systems; and
- Variances.

Other Changes

- Authorizes MassDEP to allow wastewater containing wastes from activities listed under the Standard Industrial Classification Codes set forth at 310 CMR 15.004(4) to be discharged to a Title 5 system, *if* MassDEP determines that constituents of the waste are the same as sanitary sewage. This change will allow wastewater from industries such as breweries and wineries to be discharged to a Title 5 system, provided MassDEP determines the wastewater has the same characteristics as sanitary sewage. [310 CMR 15.004(4)]
- Includes additional eligibility criteria to qualify as a soil evaluator, based on sufficient education in soil science. [310 CMR 15.017(2)(i)]
- Includes new violations for failure to submit soil evaluation and inspection forms to the approving authority, failure to provide information required by the approving authority, and making false, inaccurate or misleading statements in documents submitted to the approving authority, in order to clarify these obligations and reflect additional statutory authority to issue penalties for false and misleading submissions. [310 CMR 15.024 (11) through (15)]
- Reduces the design flow for one-bedroom elderly-housing units from 150 gpd to 110 gpd. The current 150-gpd design flow will continue to apply only to two-bedroom elderly-housing units. Elderly housing with units that have more than two bedrooms will continue to use the 110-gpd flow per bedroom. [310 CMR 15.203(2)].
- No longer requires local approving authorities to consult MassDEP before determining whether facilities asserted to be in separate ownership are in fact a single facility. [310 CMR 15.011(1)]
- Allows local boards of health to approve holding tanks for seasonal use at publicly owned/operated facilities. [310 CMR 15.260(1)(c)]
- Clarifies that pumping records are required to be submitted within 14 day from pumping. [310 CMR 15.351(1) and 15.502(7)]

MassDEP will continue to review and approve the following types of systems:



To: Mr. Glenn Clancy, P.E.

Date: December 6, 2021
Project #: 13335.04

Memorandum

From: Curtis Quitzau, P.E.

Re: The Residences at Belmont (McLean Zone 3) Inflow and Infiltration
Wastewater Calculation

The purpose of this memo is to document our rationale for the wastewater generation estimate used for the attached I/I mitigation calculation. To that end, please consider the following:

1. The Town does not have nor did not legislate within the McLean District Zone 3 Overlay Bylaw a stated policy for the application of sewer infiltration and inflow fees for wastewater generation from the proposed project or from other various land uses allowed in town.
2. 310 CMR 15.00 ("Title V") tends to be the default standard of reference for wastewater generation rates throughout the Commonwealth. However, the flow rates contained within Title V are factored values to be used for the design of in-ground septic disposal systems and are not directly equivalent to wastewater generation rates. These "design flows" enumerated and explained in 310 CMR 15.203 carry a safety factor of 2.0 to account for flow variations appropriate for septic system design purposes. In other words, actual wastewater generation rates for any given use in Title V are effectively one-half of the design flow rate DEP requires be used for safe and reliable septic system design and operation.
3. For residential projects, Title V requires design flows of 110 gallons per day (GPD) per bedroom. This was based on expected wastewater generation of 55 GPD per bedroom.
4. Title V was promulgated in 1995 prior to a societal shift toward conservation and sustainability that manifested in policy changes at all levels of government and practice that led to, for examples, the Stretch Energy Code, changes in the plumbing code, and Leadership in Energy and Environmental Design (LEED). It is now common practice to incorporate (and in many municipalities mandate) use of low-flow plumbing fixtures and high efficiency appliances in new construction. These initiatives have been adopted by Belmont's Stretch Energy Building Code compliance requirements and within the McLean District Zone 3 Zoning Bylaw, which mandates a LEED Silver standard for the proposed project. It is widely understood that these adaptations in construction and lifestyle significantly reduce water use (and corresponding wastewater generation) by at least 30%.
5. Consequently, a more realistic estimate of wastewater generation per residential bedroom (for new construction in the year 2021) is on the order of 38 or 44 GPD per bedroom using 30% and 20% reduction, respectively.
6. Again, looking at Title V, DEP acknowledges that elderly housing (defined as age >55) consumes less water per 2-bedroom housing unit than an equivalent unit that is not age restricted. Rather than 110 GPD per bedroom (or 220 GPD per housing unit), Title V allows 150 GPD per unit. This means design flows of 75 GPD per bedroom, equivalent to wastewater generation of $75 \times 0.5 = 37.5$ GPD per bedroom.

1 Cedar Street
Suite 400
Providence, RI 02903-1023
P 401.272.8100