

**TOWN OF BELMONT**

**REQUEST FOR PROPOSALS**

**GROUND LEASE OF PROPERTY AND  
THE CONSTRUCTION, OPERATION, AND  
MAINTENANCE OF AN**

**ICE SKATING RINK**

**LOCATED AT  
345 CONCORD AVENUE  
BELMONT, MASSACHUSETTS**

**DRAFT:** September 10, 2019

TOWN OF BELMONT  
OFFICE OF COMMUNITY DEVELOPMENT  
HOMER MUNICIPAL BUILDING  
19 MOORE STREET  
BELMONT, MA 02478

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The Town of Belmont (the “Town”), acting by and through its School Committee is issuing this Request for Proposals (RFP) to invite proposals from qualified respondents to enter into a long-term lease of a piece of property located at 345 Concord Avenue, Belmont, MA (the “Site”) and the development thereon of an ice skating rink (the “Facility”) that will be owned, operated, and maintained by the selected respondent(s).

Qualifications-based Selection:

This project shall be awarded to the respondent deemed best qualified to construct, operate, and manage the Facility, based on the criteria and the evaluation process, described herein. Final contract terms, including scope specifications, project schedule and budget, will be negotiated with the selected firm(s).

Submission Deadline:

All proposals shall be submitted by Wednesday, October 30, 2019, at 12:00 noon (the “Proposal Due Date”) at which time, they will become the property of the Town and are subject to applicable Public Record Laws. **Late proposals will not be accepted.** Postmarks will not be considered. It is the responsibility of the respondent to ensure timely delivery of proposals.

Respondents shall provide one (1) original, twenty (20) paper copies and one (1) electronic copy of the proposal package clearly marked “Town of Belmont, Ice Skating Rink Proposal”. proposals shall be delivered to:

Jeffrey A. Wheeler, Senior Planner  
Office of Community Development  
Homer Municipal Building  
19 Moore Street  
Belmont, MA 02478

All proposals shall comply with the requirements of this Request for Proposals (RFP) and shall be signed by the respondent with the business address and place of business.

The Town makes no representations or warranties, expressed or implied, as to the accuracy and/or completeness of the information provided in this RFP. Respondents will be expected to undertake their own review and analyses concerning physical conditions, environmental conditions, applicable zoning, required permits and approvals, reuse potentials, and other

development, ownership and legal considerations (including, but not limited to, any applicable public construction and/or fair wage laws).

The Town of Belmont reserves the right to reject any or all proposals and to make the award as may be determined to be in the best interests of the Town of Belmont.

Pre-Bid Meeting and Site Visit:

A pre-bid meeting followed by a site visit will occur in Town Hall, Conference Room 2 on Wednesday, October 9, 2019, at 10:00 am; the site walk will start at approximately 11:30 am. All Respondents are strongly encouraged to visit the Site at the arranged site walk before submitting a proposal. The text of all questions that the Town determines relevant, and the answers provided, will be forwarded to all prospective firms who have requested a copy of the RFP by October 23, 2019.

The site will be delivered “as is”, without any warranty or representations by the Town with regard to existing conditions.

The preparation of the RFP response shall be at the expense of the respondent. It is the sole responsibility of the respondent to fully examine this RFP’s attachments and referenced documents. Questions shall be addressed in writing to Jeffrey A. Wheeler, Senior Planner, Homer Municipal Building, Office of Community Development, 19 Moore Street, Belmont, MA 02478 or emailed to [jwheeler@belmont-ma.gov](mailto:jwheeler@belmont-ma.gov) by Wednesday, October 16, 2019, by 4:00 pm. Answers to timely submitted questions will be in writing and the questions and answers will be shared with all those on record as having received a copy of the RFP by October 23, 2019. Contact with other Town officials regarding this RFP is prohibited.



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**1.0 INTRODUCTION**

**1.1 Scope of Services**

This RFP concerns a public-private partnership between the Town of Belmont and a private entity to construct and operate a new ice skating rink ("Facility") and to provide ongoing management and maintenance services.

**1.2 Town of Belmont**

Belmont is an inner-ring, suburban community located in the heart of the Greater Boston Metropolitan Area. Known to long-time residents as "The Town of Homes", Belmont is a primarily residential community located in close proximity to the region's economic centers. A part of Middlesex County, Belmont is situated on Cambridge's western border and is approximately eight (8) miles from downtown Boston. The Town also borders Watertown, Waltham, Lexington, and Arlington.

**1.3 Governance**

The Belmont School Committee is an unpaid six (6) -member board elected to three (3) - year terms at Belmont's annual Town Election. Terms overlap so two (2) members are elected per year. By state law, the School Committee is the policy setting entity for the public schools. It also appoints the Superintendent, approves several other key positions, approves the budget, and negotiates with school unions.

The Town of Belmont is governed by a Select Board ("Board") and Town Meeting. The Board is an elected three (3) member body who is responsible for the oversight of Belmont's Town Government. The Board appoints a Town Administrator to run day-to-day operations and assist with long-term projects. The Board works with their Administrator, and other elected Boards to develop the Town Budget, prepare the Town Meeting Warrant, and perform the many other tasks that are necessary to keep the Town running smoothly.

Town Meeting makes all of the decisions about the Town's budgets and local Bylaws. Belmont's government is a Representative Town Meeting, which means that only Town Meeting Members can vote at Town Meeting, unlike the Open Town Meeting form of government. The Town is divided into eight (8) precincts with the residents within each precinct voting for Town Meeting Members to represent them.

**1.4 Public/Private Partnership**

A public-private partnership involves a collaboration between a government agency and a private-sector company that can be used to finance, build, and operate projects, such as

public transportation networks, parks, and convention centers. Financing a project through a public-private partnership can allow a project to be completed sooner or make it a possibility in the first place.

## **2.0 PROJECT OVERVIEW**

### **2.1 Site Information**

The Site for the Facility will be Belmont School Department property along the north side of Concord Avenue, bounded by Harris Field (the football stadium) to the east, commercial properties to the west, and the Massachusetts Bay Transportation Authority (MBTA) commuter rail right-of-way to the north. A plan of the site west of Harris Field is attached as Appendix A. The Site currently contains the Viglirolo Ice Skating Rink (the existing ice skating rink to be replaced by the Facility) and athletic fields that serve the high school. Access to the site is currently provided by a long driveway that runs parallel to and along the north side of Concord Avenue. Parking for approximately 25-30 vehicles is provided along the driveway. Pedestrian access to the site is provided by sidewalks along Concord Avenue and walkways that connect the fields and ice rink with the high school. The existing ice skating rink currently serves Belmont High School and is open to residents for recreational purposes during the winter months. The existing athletic fields are used by Belmont High School's junior varsity athletic teams. Photographs of the site are attached as Appendix B.

### **2.2 Expected Site Layout**

In addition to the Facility, three (3) regulation, Junior Varsity, grass, athletic fields (baseball, softball, and soccer), two (2) throwing circles (shot put and discus), and 110 parking spaces (90 for student use and 20 for daytime use of the Facility) will be located on the Site. The fields and parking lot will be constructed by the Town as a separate project. The Facility will be a maximum of 1-1/2 sheets of ice to minimize building lot coverage and will be sited so as to accommodate all of these programmatic needs. It is acceptable for the fields to overlap in order to fit them on site and to orient them to take into consideration the sun and other natural elements. Belmont sports teams are members of the Middlesex League and as such these fields shall be sufficient for both home and tournament games.

### **2.3. Neighborhood Description**

The Site is bound by a single-family residential district to the south, the new middle and high school to the east, a commercial district to the west, and the MBTA commuter rail right-of-way to the north, with single-family district located on the other side of the right-of-way. The residential district is a very active neighborhood who have been significantly involved in the development and construction of the middle and high school project. See Appendix C for the site context/neighborhood map.

### **2.4 Utilities/Infrastructure**

It is anticipated that the Facility will be connected to the Town water, sewer, and electric utilities. The selected respondent will be responsible for determining whether or not the utilities adequately service the Facility on the Site. If necessary, the selected respondent will be responsible for upgrading the utilities.

The selected respondent shall be responsible for the maintenance of the sidewalks and landscaping (lawn, bushes, and site furnishings) surrounding the Facility. Additionally, the



selected respondent shall be responsible for removal of trash generated by operation of the Facility. Once selected, a site plan will be prepared to delineate the area of responsibility for the selected respondent and that of the Town. Plowing of and snow removal for the parking lot shall be the responsibility of the Town.

## 2.5 Zoning

The following description of provisions of the Town of Belmont Zoning By-Law (Zoning By-Law) is for informational purposes only. It should not be relied upon without independent verification by any respondent.

- **Use:** The site is located in a General Residence Zoning District (GR), which currently does not allow the proposed use – a private entity constructing, operating, and maintaining an ice skating rink with specified hours reserved for the Town. Therefore, in order to proceed with this project, the Town's Zoning By-Law will have to be amended. The Planning Board will bring a Zoning By-Law amendment before a Special Town Meeting in November 2019 to allow the proposed private/public partnership ice skating rink.  
Additionally, Design and Site Plan Review is required to determine the required number of parking spaces and because of the size of the facility (§7.3.2 of the Zoning By-Law).
- **Dimensional Regulations** (§4.2 of the Zoning By-Law - Appendix D) Complying with the dimensional regulations will be based on the entire middle and high school site. Additional zoning by-law amendments to the dimensional regulations may be considered by the Town depending on the selected proposal.

|                                   |       |
|-----------------------------------|-------|
| Maximum Lot Coverage              | 30%   |
| Minimum Open Space                | 40%   |
| Minimum Front Setback             | 20    |
| Minimum Side Setback              | 10    |
| Minimum Rear Setback              | 20    |
| Maximum Building Height - Feet    | 33    |
| Maximum Building Height - Stories | 2-1/2 |

- **Parking** (Appendix E): The off-street parking requirements do not provide a required number of parking spaces for the Facility. The adequacy of the amount of proposed parking will need to be justified under the Planning Board Design and Site Plan Review process (§5.1.1 and 5.1.2 of the Zoning By-Law).

The new Belmont Middle and High School was permitted to have 400 parking spaces on the entire middle and high school campus. Of these 400 parking spaces, a minimum of 90 parking spaces are to be located west of Harris Field (the football stadium) and will be set aside for student use only when school is in session. After school hours, these parking spaces will be open to students and those utilizing the other Town facilities within the area (i.e., pool, football stadium, and library). In addition to the 90 student parking spaces, an additional twenty (20) spaces may be needed to accommodate the daytime usage of the Facility, for a total of 110 parking spaces. The need for parking at the Facility will need to be determined during the Planning Board's Design and Site Plan Review process.



- **Traffic and Roadway Improvements:** Traffic impacts related to the Facility will be considered under the review of the Planning Board Design and Site Plan Review process. Projects determined to have a negative impact on traffic and/or the level of service of intersections may be required to make improvements to mitigate such impacts.

The Town conducted a Site Access Evaluation over the summer of 2019 to determine the appropriate place to locate a curb cut onto the Site. (See Appendix F for further information) The study was conducted by the BSC Group and determined that there are three (3) options for access/egress: option 1 – opposite Cottage Street; option 2 – east of Cottage Street; and option 3 – west of Cottage Street. Option 1 was the only option that did not require any additional roadway work since an opening already exists in the median. If a proposal incorporates either option 2 or 3, the Town may require additional roadwork (e.g., opening the median) at the expense of the selected respondent in order to avoid creating a traffic configuration that necessitates u-turns on Concord Avenue.

## **2.6 Anticipated Permitting Requirements**

The following summary of permits that may be required for the Facility is for informational purposes only and not intended to represent an exhaustive list of all the possible required permits. It should not be relied upon without independent verification by any respondent.

- **Design and Site Plan Review** (§7.3.2 of Zoning By-Law): Design and Site Plan Review from the Planning Board will be required for the construction of 2,500 or more square feet of gross floor area and creation of more the six (6) parking spaces. (Appendix G)

There are no wetlands or other known environmental conditions that require additional permitting or could impact the development

Given that active railroad tracks run parallel to the rear property line, coordination and permitting through the Massachusetts Bay Transportation Authority (MBTA) may be required for this project depending on the final location of the Facility.

- **Additional Required Permits:**
  - Compliance with the Stormwater Management and Erosion Control Bylaw (§60-325 of the General Bylaws)
  - Building and other construction related permits
  - Street Opening Permit issued by the Department of Public Works

## **2.7 Oversight Committee**

An Oversight Committee will be established by the Town and will meet periodically, at a minimum annually, to make sure that the terms of the lease are being fulfilled by the selected respondent. Additionally, the Oversight Committee will review the programmatic needs of the high school and the Town and will work with the selected respondent to make amendments to the lease as necessary. The Oversight Committee will be appointed by the School Committee and will consist of nine (9) members as listed, or their designee: one (1) from the School Committee, one (1) Select Board member, one (1) from the Permanent Building Committee, one (1) from the Recreation Commission, one (1) direct residential abutter, one (1) person representing the hockey community, one (1) resident with a real estate development/project financing background, and the Town Administrator and School

Superintendent.

### **3.0 BUILDING OVERVIEW**

#### **3.1 Programmatic Use for the Facility**

Respondents are encouraged to consider the Town's preferences, needs, and desires with respect to designing, constructing, operating, and maintaining the Facility.

The Town currently utilizes the existing ice skating rink for the following programs and expects that these will be available to the Town when the new Facility opens.

- a. High School Hockey Teams:
  - a. Boys and girls Junior Varsity
  - b. Boys and girls Varsity
- b. Youth Hockey
- c. General Public:
  - a. Free skate
  - b. Learn to skate
  - c. Adult leagues
  - d. SPORT lessons/training for participants with special needs.

##### **3.1a High School Programs**

The high school hockey season runs for 15 weeks from the first Monday after Thanksgiving through the third Monday in March. The hockey teams require four (4) consecutive hours per day Monday through Saturday six (6) days per week for a total of 24 hours per week (a total of 360 hours per season). The weekday hours will begin 30 minutes after the end of the regular school day, approximately 3:00 pm to 7:00 pm. For games, the hockey teams require two (2) consecutive two (2) hour time blocks beginning at 5:00 pm and 7:00 pm on the week days and 1:00 pm and 3:00 pm on the weekends. The Town expects that ice time will be allotted at no cost to the School District or the Town of Belmont.

In order to accommodate the hockey program within the Facility, it will need to contain a minimum of four (4) locker rooms with 35 lockers for the Junior Varsity and Varsity girls' teams in two (2) rooms and 45 lockers for the Junior Varsity and Varsity boys' teams. Visiting team boys and girls locker rooms will also be needed so that double headers can be played. Both home and visiting locker rooms should include coaches' offices, showers and storage cabinets. The Facility must also include a referee locker room (with showers and bathrooms), athletic training room (including ice machine and exam table), and wet area. To ensure that spectators can be accommodated in the Facility, it should contain at least 300 spectator seats, public restrooms, and provide skate rental, food concession and other amenities, as appropriate for a high-quality skating facility.

Given the Facility's proximity to athletic fields, the Town expects that the locker rooms and associated spaces will also be able to be used by fall (football, field hockey, boys and girls soccer) and spring sports (boys and girls outdoor track, boys and girls lacrosse and boys and girls rugby). Two locker rooms, one for the home team and one for the away team, should be able to accommodate 75 players and have direct access from the outside.

Restrooms should be accessible directly from the outside of the rink as well during fall and spring seasons.

### 3.1b Youth Hockey

Belmont youth hockey is a very active local program. Youth hockey programs should be allocated ice time at a minimum based on its current schedule. Additionally, programming ice time for the Facility should ensure that the hours and times allotted meet the growing needs of this program.

### 3.1c Public Programs

The Recreation Department should be listed as a priority user and be enabled to book the Facility for programs and events at a reduced rate. Free skate including, general skating, stick & puck, and figure skating, should be offered at convenient times during the week and on weekends. Learn to skate programs should be offered at times convenient to the general public and charged fees that are consistent with other public rinks in the area. Adult leagues should be offered at similar times as those offered at other public rinks. The Belmont/Watertown SPORT (Special Programs Organized for Recreation Time) program (a year-round program that provides activities for individuals with special needs) should be able to conduct skating lessons/training for 1 hour per week for 14 weeks at no charge to the program. Finally, the Town, School, and Community Organizations should be allowed to hold fundraising events at the Facility at a reduced rate.

In order to ensure that the Facility meets the programmatic needs of the Town, respondents should specify the following in their proposal:

- Anticipated size of the proposed skating facility, parking requirements and any other site requirements;
- Proposed programming, including hours of operation;
- Proposed hours available for use by Town residents and youth hockey and figure skating programs and adult hockey leagues and other local organizations;
- Key design elements, including without limitation integration of facility with surrounding neighborhood;
- Key sustainability features including without limitation energy efficiency (consider zero net energy), LEED certification or considerations (where practicable and reasonable), that would be incorporated into the design of the skating facility; and,
- How the quality of the facility's operation might be characterized in terms of the finish level of various spaces, the specification of mechanical systems, air temperature, ice temperature, ice thickness, humidity levels, etc.

When evaluating proposals, the Town reserves the right to prioritize its programmatic needs as it deems necessary in order to maximize the value gained through this RFP process.

It is understood that the hours of operation for the Facility may be expanded to the whole calendar year to be a year-round operation. Ultimately, the hours of operation will be negotiated with the selected respondent.

## 3.2 **Construction Schedule**

The selected respondent will meet with the Oversight Committee to draft a construction schedule. The Town expects that the selected respondent(s) will, upon execution of a long-

term ground lease, the draft of which is available in Appendix H (Lease), undertake and complete pre-development activities and start construction within the time periods and in accordance with the terms and conditions set forth in the Lease.

Before a lease can be negotiated and signed, Town Meeting has to approve the lease of the land and adopt the Zoning By-Law amendment. Town Meeting will be held on Wednesday, November 13, 2019. Once Town Meeting has completed its business, the lease can be negotiated and signed. After the lease is signed, the selected respondent will be able to apply for Design and Site Plan Review (DSPR) from the Planning Board (see Appendix G). The DSPR process can take approximately 6-9 months depending on the public input. Once the DSPR process is complete, the selected respondent can apply for a building permit and other necessary permits as outlined in Section 2.6 of this RFP. Once the Facility is complete and the selected respondent has obtained the necessary sign-offs from the various Town departments, a Certificate of Occupancy can be issued.

### **3.3 Existing Ice Skating Rink**

The Town prefers that the existing ice skating rink remain in operation while the Facility is under construction. Demolition of the existing ice skating rink will be conducted by the Town unless the area occupied by the rink is necessary to fulfill the Town's programmatic needs. In this case, demolition of the rink will be the responsibility of the selected respondent.

### **3.4 Athletic Fields and Throwing Circles**

While the Town will construct the athletic fields and throwing circles, the selected respondent will be responsible for leaving the area for the fields and throwing circles rough graded to a pre-determined elevation.

### **3.5 Insurance**

The selected respondent will be required to carry insurance as described in the Lease.

### **3.6 Financial Proposal & Business Terms**

Under the terms of the Lease, the selected respondent(s) may be required to provide payment and performance bonds, a guarantee or equivalent, naming the Town as dual obligee, in the full amount of the cost of construction of all buildings, structures, and site improvements. If required, these bonds or equivalent will be released when the development is complete, on the terms and conditions set forth in the Lease. Respondents should assume that the Site will be conveyed "as-is" without any representations with regard to its condition.

## **4.0 SUBMISSION REQUIREMENTS**

### **4.1 Technical Proposal Submission Enclosures**

The Town is interested in receiving proposals that satisfy the requirements set forth in this RFP from any individual, company, firm, partnership, group or organization capable of leasing the Site from the Town and developing and operating it as an ice skating rink. Proposals not providing evidence of the following items may be considered non-responsive and may not be given further consideration:

### **4.2 The Development Team**

The proposal shall include a detailed description of all members of the development team,

including the following information:

1. The name, address, and telephone number of the respondent, the name of any representative authorized to act on his/her behalf, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the development team.
2. If the respondent is not an individual doing business under his/her name, a description of the firm and status of the organization (e.g., whether a for-profit, not-for-profit or charitable institution, a general or limited partnership, a corporation, LLC, LLP, business association, or joint venture) and the jurisdictions in which it is registered to do business.
3. The nature of the entity to enter into the Lease.
4. A description of the general skills and nature of the operation of the respondent and the development team.
5. Identification of the respondent and/or any of the respondent's principals, partners, co-venturers and/or subcontractors all principals, partners, co-venturers or sub-developers participating in the development, of the following:
  - a. The nature and share of the participants' ownership in and compensation from the project;
  - b. The nature of their financial interest in the project; and,
  - c. Any involvement that can be considered to create a conflict of interest as defined by Massachusetts laws.
6. Identification of the development team, such as architects, engineers, landscape designers, development consultants, and facility operators, including subcontractors. Background information, including firm resumes and resumes for principals and employees expected to be assigned to the project, should be provided.
7. A summary of first, the respondent's, and secondly, the respondent team's experience, collectively and individually, and with similar projects. Particular attention should be given to demonstrate experience with projects of a similar scale and complexity. Respondents should demonstrate the ability to perform in accordance with their proposal, including the ability to pursue and carry out permitting, financing, marketing, design and construction, and to complete the project in a competent and timely manner.
8. Identification of the respondent's current and prospective projects that could impact this project.
9. A plan for effective communication between the selected respondent and the Town during all phases of the project.
10. Confirmation that no local, state, or federal taxes are due and outstanding for the development team or any constituent thereof.
11. A disclosure of whether or not the respondent and/or any of the respondent's principals, partners, co-venturers and/or subcontractors participating in the proposal or the project has been dismissed or disqualified from a bid or contract within the past five (5) years, and if yes, the reason(s) why.

12. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the respondent's ability to perform contractually. If a joint venture, a disclosure is required for each partner in the joint venture.
13. Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the respondent's (or its principals' or any affiliates') business and/or any of those entities' compliance with laws and other governmental requirements.
14. Descriptions of any procedures that relate to respondent's ability to control costs and keep a project within budget.
15. References: The names, addresses, telephone and fax numbers and email addresses of at least three (3) business references whom we may contact regarding the respondent's business experience. For each, identify the property or properties about which the individual is informed. References may include building owners, architects, engineers, subcontractors, and other building or development professionals with whom you have worked.
16. Resumes or brochures.
17. Description of Project capital structure (total project budget and amounts of equity and construction financing).
18. Identify source of equity and prospective sources of construction financing.
19. The respondent will be expected to either oversee directly, or subcontract the management and operations of the Facility for the tenure of the lease.

#### **4.3 The Development Concept**

The proposal shall include a detailed description of the development concept including but not limited to:

1. Discussion of the physical plan and architectural character of the project and how the various programmatic and physical elements of the development will relate to one another.
2. Proposed total square footage, by use, number, type and size of parking spaces, amenities, height, number of stories, etc.
3. An operation plan, including a business plan detailing the hours that will be made available to the general public and to the Town of Belmont, operation of concessions and other anticipated revenue producing activity.
4. Discussion of environmental impacts, including but not limited to lighting, noise and traffic, during the construction and operating phases of the project. Mitigation should be proposed as necessary and appropriate.
5. A plan/process for working with neighbors and abutters during the construction and during the operation of the Facility.
6. A detailed description of the manner in which the construction and operation of the facility will be financed, including, but not limited to, approximate amount of equity and construction financing (separately identified), identification of investors, banks, mortgage companies, real estate investment trusts or other financial institutions providing



financing, the extent to which the Facility or income derived from the Facility's operation will be used to secure financing and the nature of the security.

7. A Management Plan for the ongoing management and operation of the Facility, including proposed operators/managers and their experience.
8. A 30-year operating pro forma highlighting the key assumptions that demonstrates the projects financial viability. The pro forma should include debt service and property taxes, capital improvements and lease payments to the Town, and anticipated return on investment (ROI).
9. Parking and traffic management, and pedestrian safety are key concerns for the development on this site so support for assumptions of the needs by use for different hours of the day as well as the mitigation plan is expected. If occasional extraordinary events are expected (e.g., big games, meets) the estimates and mitigation plan for those is expected as well. Given the constraints of the site, the respondent is encouraged to propose creative solutions to traffic and parking for the proposed uses. Please also refer to the Site Access Evaluation at appendix F.

#### **4.4 The Management Team**

1. The name, address, and telephone number of the management team, the name of any representative authorized to act on his/her behalf, the name of the contact to which all correspondence should be addressed, and the names and primary responsibilities of each individual on the management team.
2. A summary of the past recreational development and/or management and operation experience. Prospective respondents should include a narrative that describes similar projects and explains why and how that experience is relevant to the proposed development project.
3. A plan for effective communication between the management team and the Town during the operation and maintenance of the Facility.
4. Resumes or brochures for the management team.
5. References: The names, addresses, telephone and fax numbers and email addresses of at least three (3) business references whom we may contact regarding the respondent's operation and management experience.
6. Confirmation that no local, state, or federal taxes are due and outstanding for the development team or any constituent thereof.
7. A disclosure of whether or not the respondent and/or any of the respondent's principals, partners, co-venturers and/or subcontractors participating in the proposal or the project has been dismissed or disqualified from a bid or contract within the past five (5) years, and if yes, the reason(s) why.
8. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect the respondent's ability to perform contractually. If a joint venture, a disclosure is required for each partner in the joint venture.
9. Information regarding any legal or administrative actions past, pending or threatened that could relate to the conduct of the respondent's (or its principals' or any affiliates')



business and/or any of those entities' compliance with laws and other governmental requirements.

#### **4.5 Preliminary Plans**

The proposal shall include a 1"-20' or 1"-40 site plan that describes parking layout and numbers of parking spaces, building layout, access/egress, major landscaping features (including, the athletic fields, throwing circles, and parking spaces previously discussed), etc. All other plans submitted shall be at a scale that allows ease of review. The proposal should also include architectural plans, with elevations, exterior and interior renderings and typical floor plans. Renderings should include a view from Concord Avenue during the day and night. The plans should also contain information about materials used and should highlight any interesting features such as sustainability, energy efficiency, and LEED certification or considerations.

#### **4.6 Implementation Plan and Project Timetable**

The proposal shall include a description of how the development concept will be implemented, including but not limited to:

1. Detailed development schedule for all elements of the plan, including key permitting, financing, construction and operational milestones and projected completion/occupancy timeframes.
2. Outline of required land use, environmental, operational and other governmental or regulatory approvals, including land use, zoning, development, and environmental permits. The respondent should provide a schedule for securing approvals as part of the proposal. The respondent should note zoning variances or amendments, special permits or modifications required, and should factor time into the proposed schedule for securing same.

#### **4.7 Project Financing & Financial Analysis**

The proposal shall include:

1. Sufficient information to demonstrate the respondent's ability to obtain financing for the project in accordance with its schedule.
2. A description of the entity funding predevelopment costs associated with the project, and demonstration of its capacity to fund such costs.
3. A financial plan, presenting a detailed description of all "sources and uses" of funds as well as a statement and plan for financing the development.
4. A financial plan of operations and maintenance, including a debt amortization schedule, a depreciation schedule and a 30-year projection of the Facility. The projection should include annual statements of income and cash flow.

The financial analysis provided in this section shall be sufficient to demonstrate the financial feasibility of the proposal and the timeframe within which the project will be completed.

#### **4.8 Financial Qualifications**

The proposal shall include evidence of the financial status of the respondent, demonstrating the financial strength to carry out the proposed development, including management and operation of the facility. This shall include current financial statements for three (3) years

from the respondent. Also, provide the name, address, telephone and fax numbers, and email addresses of a contact at one or more financial institutions that are familiar with your current financial status and past experience. Provide contacts for lenders on all projects carried out within the last five (5) years, including all current projects.

#### **4.9 Required Forms**

All proposals shall include the following required forms:

- Disclosure of Beneficial Interests Form–M.G.L. c.7C, 38 (see Appendix I)
- Statement of Tax Compliance Form – M.G.L. c. 62C, 49A (see Appendix J)
- Certificate of Non-Collusion Form (see Appendix K)

#### **4.10 Submission Process**

The Request for Proposals proposal package will be available starting at 9:00 A.M. on Wednesday, September 25, 2019 at the Office of Community Development. Respondents can request an RFP proposal package be mailed.

All documents including proposals, supplementary materials, maps, plans, etc. prepared as part of the submission shall become the property of the Town and shall be considered public information. All such documents shall be provided both in native form (e.g. Word documents, Excel spreadsheets) and in “pdf” form.

Completed copies of the RFP proposal shall be submitted in a sealed envelope clearly marked “Town of Belmont”. One (1) original, twenty (20) copies and one (1) electronic copy of the complete proposal shall be received by NOON on Wednesday, October 30, 2019, at the same location addressed to:

Jeffrey A. Wheeler, Senior Planner  
Office of Community Development  
Homer Municipal Building  
19 Moore Street  
Belmont, MA 02478

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any respondent, will be within the sole discretion of the Town. Incomplete proposals or proposals received after the deadline will not be considered. It is the respondent’s responsibility to ensure that the proposal arrives on time to the Town of Belmont Office of Community Development.

#### **Late proposals will not be accepted.**

Upon review, if any items are missing and/or incomplete, the Town may reject the proposal. Additionally, submission of proposals shall be deemed to incorporate the permission of the respondent to make any inquiries concerning the respondent as considered necessary by the Town to fully review qualifications.

The Town reserves the right to reject any and all proposals if it determines that it is in the best interest of the Town to do so. All decisions are at the sole and absolute discretion of the Town

## **5.0 REVIEW AND SELECTION PROCESS**

The review process will consist of two (2) phases. First, all proposals shall meet the Minimum Evaluation Criteria in Section 6.1. Second, all proposals that meet the Minimum Evaluation Criteria will be reviewed under the Comparative Evaluation Criteria listed in Section 6.2. Each criterion will be assigned a rating of Highly Advantageous, Advantageous, Non-Advantageous, and Unacceptable. Respondents meeting the Minimum Evaluation Criteria may be asked for an interview and oral presentation to the Town. Any interview and/or oral presentation will be rated according to the same scale as the Comparative Evaluation Criteria. After all of the ratings have been compiled, the Town will determine the most advantageous proposal from one or more responsible and responsive respondents, taking into consideration the overall financial benefit to the Town and all evaluation criteria set forth in the RFP.

The most advantageous proposal or proposals from one or more responsive and responsible respondent(s), taking all evaluation criteria set forth in the RFP, will be selected.

### **5.1 Pre-Bid Meeting and Site Visit**

A pre-bid meeting and a site visit is scheduled for Wednesday October 9, 2019 at 10:00 am. A meeting followed by a site walk will occur in Town Hall, Conference Room 2 on Wednesday, October 9, 2019, at 10:00 am; the site walk will start at approximately 11:30 am. Regardless of whether or not a respondent participates in this site visit, submission of a proposal will constitute an acknowledgement that the respondent is aware of existing conditions at the Site.

### **5.2 Questions/ Requests for Additional Information/ Proposal Modifications**

Respondents may submit written questions pertaining to the Scope of Work to Jeffrey Wheeler at the above address by Wednesday, October 16, 2019 by 4:00 pm. Answers to timely submitted questions will be in writing and the questions and answers will be shared with all those on record as having received a copy of the RFP by October 23, 2019.

During the review process, the Town may ask the respondent to clarify any unclear statements, and/or may request additional information.

The Town may also request changes to short-listed proposals to bring them into compliance with state or Town regulations, or for other reasons. Respondents will be informed of any such requested changes at the time they are notified they have been selected as a short-listed firm.

### **5.3 Interviews**

The Town will select and interview the highest rated proposal(s) based on the ranking process described herein. Preliminary interviews will be scheduled at a mutually convenient time and will be held at Belmont Town Hall. At a minimum, the respondent shall be represented at the preliminary and final interview, if selected, by its project manager. In addition to Mr. Wheeler, other Town staff, and members of the public may attend the interviews, if appropriate. If more than one proposal is received, two (2) finalists will be

chosen for a final interview with the School Committee.

It is anticipated that all respondents will be notified of the results of the selection process in writing within 90 days of the submission deadline.

The Town will review proposals and select a respondent with whom to negotiate the lease, substantially in the form of the sample ground lease which can be found in the Appendix H. If the Town and selected respondent are unable to come to agreement after a reasonable period of time as determined by the Town on the terms and conditions for proceeding with the Facility, the Town will proceed to the next highest ranked finalist and ask that party to negotiate until an agreement is reached with a satisfactory respondent or respondents, or until the Town terminates the process.

#### 5.4 RFP Dates of Note

|                                      |   |
|--------------------------------------|---|
| Wednesday, September 25              | Request for Proposal/Lease published in <i>Central Register</i>   |
| Thursdays, September 26 & October 30 | Request for Proposal/Lease advertised in <i>Belmont Citizen Herald</i>  |
| Wednesday, October 9                 | Pre-Bid Meeting and Site Visit  |
| Wednesday, October 16                | Questions due   |
| Wednesday, October 23                | Answers to questions forwarded to respondents   |
| Wednesday, October 30                | Town receives proposals   |
| October 30 – November 4              | Internal Working Group evaluates proposals based on criteria identified within the Request for Proposal   |
| Monday, November 4                   | School Committee selects best proposal  |
| Wednesday, November 13               | 1. Town Meeting votes to lease Site to a private entity(s)<br>2. Town Meeting votes to amend Zoning By-Law 2/3s vote required for both actions.<br>Attendance at Town Meeting is required by the selected respondent. |
| Tuesday, November 26                 | School Committee award contract to the winning proposal   |
| November 27 – December 11            | School Committee negotiate lease with selected respondent   |

#### 6.0 SELECTION CRITERIA

Proposals will be reviewed and evaluated by Mr. Wheeler and other Town staff and will generally consider the following, in no particular order:

- Completeness and responsiveness to the RFP. Specifically, respondent's understanding of the project requirements, technical competency to address all project elements, and

originality and thoughtfulness of proposed approach to achieving completion of the project described in the RFP.

- Professional qualifications and experience of the proposed project team members, especially the project manager, in the evaluation, design, and construction of public works facilities in general and in particular, construction of an ice skating rink.
- Professional qualification and experience of the proposed project team members with respect to operating and managing an ice skating rink.
- Adequacy of proposed project team in terms of training, experience and availability of proposed project team members for this project.
- Respondent's demonstrated ability to prepare, support, and implement a project of this type and scale, including design, engineering, construction cost estimation, and facilities management, among other skills.
- Respondent's demonstrated ability to complete deliverables on time and within budget.
- Respondent's financial plan.

#### **6.1 Minimum Evaluation Criteria**

All proposals shall meet the Minimum Evaluation Criteria specified as follows:

- a) One (1) original, twenty (20) complete copies and one (1) complete electronic copy of the proposal with all required enclosures described in Section 4.0 shall be submitted.
- b) Project submission shall include information and details necessary for the Town to have confidence the proposed plan can withstand the scrutiny of the Town's approval process including the Planning Board's Design and Site Plan Approval Process and the respondent can obtain necessary permits within twelve (12) months after the selection date. The Town can extend this deadline for good cause.
- c) All traffic and stormwater/drainage mitigation required for permitting, subject to compliance with the Stormwater and Erosion Control Bylaw, shall be clearly highlighted, with respondent to be solely responsible for all costs and expenses in connection with such work.
- d) Project shall provide significant benefits to the Town and/or its residents.
- e) Respondent shall identify if it has any major issues relating to the Lease, and if so, what those issues are.

Failure to meet these minimum evaluation criteria will result in the rejection of the proposal.

## 6.2 Comparative Evaluation Criteria

All respondents who meet the Minimum Evaluation Criteria will be evaluated and ranked based on Comparative Evaluation Criteria that are summarized below. With these criteria the Town will be able to look at the relative merits of the proposals.

| Criteria   | Rating Scale      |  |
|--|-------------------|--|
| <b>1. Facility and Site</b>                        |                   |  |
| Lease  | Very Advantageous | Respondent has no major issues with the proposed Lease.  |
|  | Advantageous      | Respondent has some major issues with the proposed Lease, but those are likely to be able to be resolved.  |
|  | Non-Advantageous  | Respondent has numerous major issues with the proposed Lease that could be difficult to resolve to the Town's satisfaction.  |
|  | Unacceptable      | Respondent has a substantial number of issues with the proposed Lease that likely could not be resolved to the Town's satisfaction.  |
| Experience of Developer                            | Very Advantageous | Developer has designed and built a significant number of facilities that were successful and similar to the Town's goals and expectations.                                   |
|  | Advantageous      | Developer designed and built some facilities that were successful that were similar to the Town's goals and expectations.  |
|  | Non-Advantageous  | Developer has designed and built some facilities that were successful that had different goals from the Town's.  |
|  | Unacceptable      | Developer has a minimal number of projects developing similar types of facilities or developer has designed and built similar facilities that were not considered a success. |
| Financials – creditworthiness, insurance, bondable | Very Advantageous | Excellent financial capacity and conservative equity investment plan.  |
|  | Advantageous      | Very good financial capacity and sufficient equity investment plan.  |
|  | Non-Advantageous  | Good financial capacity and uncertain or to be determined equity investment plan.  |
|  | Unacceptable      | Insufficient financial capacity.   |

| Criteria   | Rating Scale      |  |
|--|-------------------|--|
| <b>1. Facility and Site</b>  |                   |  |
| Financials - Certainty of project funding, including construction, operation, and maintenance. | Very Advantageous | Pro Forma and financing plan for the project give great comfort that the project can be capitalized within the time required to obtain permits, operate highly profitably and be able to maintain a high quality Facility. |
|  | Advantageous      | Pro Forma and equity plan for the project give comfort that the project can be capitalized within the time required to obtain permits, operate sufficiently profitably while maintaining the Facility.                     |
|  | Non-Advantageous  | Pro Forma and equity plan require favorable assumptions for the project to be capitalized within the time required to obtain permits, be successful and to allow for high quality maintenance.                             |
|  | Unacceptable      | Pro Forma or the equity plan seem insufficient for the project to be capitalized within the time required to obtain permits and support the project and its expected maintenance over the life of the project.             |
| The Town does not intend to be involved with managing the development of the Facility.         | Very Advantageous | No Town management of the Facility and one (1) point of contact for respondent.  |
|  | Advantageous      | No Town management of the Facility, and one (1) point of contact with respondent, but sub-respondent(s) engaged for portion(s) of the project  |
|  | Non-Advantageous  | Two (2) or more points of contact for the Town with distinct areas of responsibility for elements of the Facility for each.  |
|  | Unacceptable      | Town oversight and management required.  |
| Site Layout  | Very Advantageous | Site layout includes three (3) regulation Junior Varsity athletic fields that are oriented to take into consideration the sun and other elements; two (2) throwing circles; and 110 parking spaces.                        |
|  | Advantageous      | Site layout includes three (3) regulation Junior Varsity athletic fields; two (2) throwing circles; and 110 parking spaces.  |
|  | Non-Advantageous  | Site layout includes at least two (2) regulation athletic fields, two (2) throwing circles, and 110 parking spaces.  |
|  | Unacceptable      | Site layout includes at least two (2) regulation athletic fields, two (2) throwing circles, and less than 110 parking spaces.  |



| Criteria  | Rating Scale      |  |
|---|-------------------|--|
| <b>1. Facility and Site</b>   |                   |  |
| Design elements and integration of facility with surrounding abutters and neighborhood.                                     | Very Advantageous | Facility respects abutters' views, provides walkways around and through site. High curb appeal.  |
|   | Advantageous      | Facility respects some of the following: abutters' views, provides walkways around and through site. High curb appeal.   |
|   | Non-Advantageous  | Facility doesn't provide any curb appeal.  |
|   | Unacceptable      | Doesn't respect surrounding neighborhood   |
| Sustainability and energy efficiency  | Very Advantageous | Project uses the current best practices for energy and water efficiency, recycled materials, is committed to alternative sources of energy and other aspects of sustainability, and incorporates LEED considerations.                    |
|   | Advantageous      | Project uses many of the current best practices for energy and water efficiency and recycled materials, is committed to alternative sources of energy and other aspects of sustainability, and reflects some LEED considerations.        |
|   | Non-Advantageous  | Project uses some of the current best practices for energy and water efficiency and recycled materials, is committed to alternative sources of energy and other aspects of sustainability, and reflects a limited consideration of LEED. |
|   | Unacceptable      | Project does not use the current best practices for energy and water efficiency and recycled materials, reflects little consideration of alternative sources of energy and other aspects of sustainability and/or LEED.                  |
| Programmatic – The ability to provide space and access for other athletic programmatic needs – not just hockey and skating. | Very Advantageous |  |
|   | Advantageous      |  |
|   | Non-Advantageous  |  |
|   | Unacceptable      |  |

| Criteria   | Rating Scale      |   |
|--|-------------------|---|
| <b>2. Traffic and Parking</b>  |                   |   |
| Parking shall be based on best practices for facilities such as these. Documentation providing the basis for the estimated number of vehicles is expected in the submission. | Very Advantageous | 100% of required parking during peak hours located on Site. Ability to accommodate buses in parking lot. 100% of required parking for special events held on Site.                                |
|  | Advantageous      | 100% of required parking during peak hours located on Site. Ability to accommodate buses in parking lot. Plan provided for required parking for special events held on Site.                      |
|  | Non-Advantageous  | <100% of required parking during peak hours located on Site. Ability to accommodate buses for shuttling on site or plan for nearby. Will “develop plan with Town” for parking for special events. |
|  | Unacceptable      | <100% of required parking during peak hours available. Not able to accommodate buses  |
| Traffic considerations.  | Very Advantageous | Project proposes sufficient mitigation for anticipated traffic impacts and plans to fund 100% of the cost.  |
|  | Advantageous      | Project proposes sufficient mitigation for anticipated traffic impacts and plans to fund 80% of the cost.   |
|  | Non-Advantageous  | Project proposes sufficient mitigation for anticipated traffic impacts and plans to fund 50% of the cost.   |
|  | Unacceptable      | Project mitigation plan does not mitigate expected traffic impacts and funds less than 50% of the cost.   |
| Pedestrian and Bicycle Safety and Circulation.   | Very Advantageous | Project promotes bicycle and pedestrian access to and on the site and is well connected with abutting Town facilities.  |
|  | Advantageous      | Project promotes bicycle or pedestrian access to and on the site.   |
|  | Non-Advantageous  | Project provides safe bicycle and pedestrian on the site.   |
|  | Unacceptable      | Project does not support bicycle and pedestrian access to and around the site.  |

| Criteria                      | Rating Scale      |  |
|-------------------------------|-------------------|--|
| <b>2. Traffic and Parking</b> |                   |  |
| Vehicular Site Access         | Very Advantageous | Access/Egress to the site utilizes the existing roadway network without requiring any redesign/construction of Concord Avenue. |
|                               | Advantageous      | Access/Egress to the site requires minimal redesign/construction of Concord Avenue.  |
|                               | Non-Advantageous  | Access/Egress to the site requires redesign/construction of Concord Avenue to be paid for by the selected respondent.          |
|                               | Unacceptable      | Access/Egress to the site requires redesign/construction of Concord Avenue to be paid for by the Town.                         |

| Criteria   | Rating Scale      |   |
|--|-------------------|---|
| <b>3. Operation and Maintenance</b>  |                   |   |
| The Town does not intend to be involved with the operation of the Facility.  | Very Advantageous | No Town management of Facility with one (1) point of contact for operator.  |
|  | Advantageous      | No Town management of Facility and one (1) point of contact with operator, but sub-operators engaged to operate different uses. |
|  | Non-Advantageous  | Two (2) or more points of contact for the Town, with clear lines of operating and reporting responsibility.                     |
|  | Unacceptable      | Town oversight and management required.   |
| Noise is more troublesome late at night through early in the morning. Noise includes things such as trash pickup, car doors closing, talking, mechanical systems.                            | Very Advantageous | Site noise that would impact the neighbors to be mitigated.   |
|  | Advantageous      | Site noise to be no greater than current site noise   |
|  | Non-Advantageous  | Noise would impact the neighbors  |
|  | Unacceptable      | Significant noise that would impact the neighbors   |
| Compensation for the land lease (which may include cash, reduced resident fees, desirable free resident use times, preferred scheduling, or other quantifiable considerations for the Town). | Very Advantageous | Benefits to Town are significantly above the market rate expectation.   |
|  | Advantageous      | Benefits to Town are above the market rate expectation.   |
|  | Non-Advantageous  | Benefits to the Town meet the market rate expectation.  |
|  | Unacceptable      | Benefits below market rate, or no benefits to the Town.   |
| Advantages for Belmont Residents and in-town organizations - number of hours available.  | Very Advantageous | Town residents and organizations have first access. Some “free” access also is provided.  |
|  | Advantageous      | Town residents and organizations have first access.   |
|  | Non-Advantageous  | Town residents and organizations have first access only during certain times.   |
|  | Unacceptable      | Preferential access is not provided to Town residents and organizations.  |
| Advantages for Belmont Residents and in-town organizations - preference of hours for use.  | Very Advantageous | Substantial Town team scheduling preference and special resident pricing.   |
|  | Advantageous      | Either substantial Town scheduling preference or special resident pricing.  |
|  | Non-Advantageous  | Some scheduling preference.   |
|  | Unacceptable      | Minimal scheduling preference.  |

| Criteria  | Rating Scale      |   |
|---|-------------------|---|
| <b>3. Operation and Maintenance</b>                     |                   |   |
| Experience of Operator                                  | Very Advantageous | Operator has a significant number of years operating similar types of facilities that match the Town's goals for this site                |
|   | Advantageous      | Operator has a reasonable number of years operating similar types of facilities that match those project's goals and quality expectations |
|   | Non-Advantageous  | Operator has some years' operating similar types of facilities that have survived multiple business cycles.                               |
|   | Unacceptable      | Operator has a minimal number of years operating similar types of facilities.   |
| Developer and Operator have experience working together | Very Advantageous |   |
|   | Advantageous      |   |
|   | Non-Advantageous  |   |
|   | Unacceptable      |   |

## **7.0 CONTRACT NEGOTIATION AND PAYMENT PROCEDURES**

### **7.1 Contract Negotiation Process**

As described above, the respondent may suggest changes to the Scope of Services, with supporting rationale, in its proposal. The Town will respond to any suggested changes from short listed respondents *only*, indicating whether the changes are acceptable, not acceptable, or acceptable with conditions. Also, the Town may request that a short-listed respondent accept modifications to its proposal, which respondent may deem acceptable, not acceptable, or acceptable with conditions.

Substantive differences between the Town and respondent (i.e. changes deemed not acceptable by either party) will need to be resolved before selecting a respondent. Any remaining (minor) differences will be resolved before a contract is awarded. If substantive differences cannot be resolved the Town may terminate negotiations with winning respondent and engage in negotiations with second place respondent.

Following respondent selection, the successful respondent will be recommended to the School Committee for contract award.

### **7.2. Project Budget and Payment Terms**

The Town will not pay for (and the respondent should not bill for) services, training, equipment or other items that the respondent, in representing itself as qualified to bid on the RFP, would be reasonably expected to possess. Specific examples include, but are not limited to:

- Professional training of any kind.
- Computer hardware, software or any reusable equipment.

## **8.0 CONDITIONS, TERMS, AND LIMITATIONS**

This Request for Proposals is subject to the specific conditions, terms and limitations stated below:

1. The Site is to be conveyed by lease “as is” without any representations with regard to its condition.
2. The Facility shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of Federal, State, Regional and Town authorities having jurisdiction.
3. Valid permits and approvals, as required by Town, Regional, State and Federal agencies, shall be obtained by the selected respondent prior to commencing work.
4. No transaction will be consummated if any principal of any selected respondent is in arrears or in default upon any debt, lease, contract or obligation, including without limitation, real estate taxes and any other municipal liens or charges to any local, state, or Federal authority, including the Town of Belmont, or to any other party. The Town reserves the right to reject any proposal by any such respondent.

5. The Town is not obligated to pay, nor shall in fact pay, any costs or losses incurred by any respondent at any time including the cost of responding to the RFP.
6. This RFP does not represent any obligation or agreement whatsoever on the part of the Town.
7. This RFP, and any agreement resulting therefrom, are subject to all applicable laws, rules and regulations promulgated by any Federal, State, regional or municipal authority having jurisdiction over the subject matter thereof.
8. The Town reserves the right to reject any and all proposals received, to negotiate with any qualified source, or to cancel, in part or in its entirety, this RFP as in the best interest of the Town, and to award contracts as may be in the best interest of the Town. This solicitation in no way obligates the Town to award a contract.
9. The expense of preparing and submitting a proposal is the sole responsibility of the Designer.
10. The successful respondent shall comply with all applicable Federal and State laws in the performance of services including:
  - a. M.G.L. Chapter 62a, Appendix 49A, "Certification of Tax Compliance;"
  - b. "Certification of Non-Collusion."
11. The Town shall consider all proposals submitted without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.
12. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:
  - a. Workers' Compensation Insurance: as required by the laws of Massachusetts and Employer's Liability Insurance: not less than \$500,000/\$500,000/\$500,000.
  - b. Commercial General Liability Insurance: Written on an occurrence basis including personal injury liability coverage, products - completed operations coverage, premises operations liability coverage, contractor's protective liability and contractual liability insurance, coverage; not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
  - c. Contractor's Operation and Professional Services Environmental Liability Insurance: combined single limit not less than \$3,000,000.
  - d. Automobile Liability Insurance: Combined Single Limit not less than \$1,000,000 covering all leased, owned, hired and non-owned vehicles.
  - e. Excess Liability Insurance: Umbrella Form, not less than \$5,000,000 each occurrence and \$5,000,000 aggregate limit. Excess liability insurance, umbrella



form shall be following form, which shall provide coverage over Commercial General Liability Insurance, Employer's Liability Insurance under Workers' Compensation Insurance, Contractor's Operations and Professional Services Environmental Liability Insurance, and Automobile Liability Insurance.  
(Coordinate with §5.2 of the Lease – George to help draft)

13. Further, the Certificates of Insurance shall list the Town of Belmont, P.O. Box 56, Belmont, MA 02478 as the named insured.

## APPENDIX A

### REQUEST FOR PROPOSALS

### GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK

#### PLAN OF THE SITE WEST OF HARRIS FIELD (The Football Stadium)



## **APPENDIX B**

### **REQUEST FOR PROPOSALS**

### **GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

### **PHOTOGRAPHS OF THE SITE**

Photographs of the site to be inserted at a later date.

## **APPENDIX C**

### **REQUEST FOR PROPOSALS**

### **GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

#### **SITE CONTEXT/NEIGHBORHOOD MAP**



## APPENDIX D

### REQUEST FOR PROPOSALS

### GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK

#### DIMENSIONAL REGULATIONS

(§4.2 of the Town of Belmont Zoning By-Law)

#### 4.2 Schedule of Dimensional Regulations

##### 4.2.1 Area Requirements

|           | MINIMUM<br>LOT<br>AREA | MINIMUM<br>LOT<br>FRONTAGE | MINIMUM<br>LOT AREA<br>PER<br>DWELLING<br>UNIT | MAXIMUM<br>FLOOR<br>AREA<br>RATIO | MAXIMUM<br>LOT<br>COVERAGE | MINIMUM<br>OPEN<br>SPACE |
|-----------|------------------------|----------------------------|--|-----------------------------------|----------------------------|--------------------------|
| DISTRICTS | SQ. FT.                | FEET                       | SQ. FT./D.U.                                   |                                   | % OF LOT                   | % OF<br>LOT              |
| GR        | 5,000                  | 50                         | 3,500  | --                                | 30%                        | 40%                      |

##### 4.2.2 Linear Requirements for Residential Districts

|                          | MINIMUM<br>SETBACK<br>DIMENSIONS<br>FEET |      |      | MAXIMUM<br>BUILDING<br>HEIGHT |         |
|--------------------------|--|------|------|-------------------------------|---------|
| RESIDENTIAL<br>DISTRICTS | Front                                    | Side | Rear | Feet                          | Stories |
| GR                       |  |      |      |                               |         |
| ➤ Dwelling               | 20                                       | 10   | 20   | 33                            | 2½      |
| ➤ Other                  | 20                                       | 10   | 12   | 33                            | 2½      |

## **APPENDIX E**

### **REQUEST FOR PROPOSALS**

### **GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

#### **PARKING REGULATIONS**

(§5.1.1 and 5.1.2 of the Town of Belmont Zoning By-Law)

##### **5.1.1 Number of Spaces**

- a) Off-street parking shall be provided to service all increases in parking demand resulting from new construction, additions, or change of use to one requiring more parking, without counting any existing spaces needed to meet requirements for the existing building and use. The number of spaces indicated in Section 5.1.2, Schedule of Requirements, shall be the basis for determining adequacy of provisions. Any existing spaces removed shall be replaced in kind unless they are either in excess of the number required or removed at the request of the Town. Parking spaces also serving as loading areas shall not be credited.
- b) The number of spaces may be reduced to less than that stipulated below if, in acting on Design and Site Plan Review, the Planning Board determines that a smaller number would be adequate for all parking needs because of such special circumstances as:
  - 1. shared parking for uses having peak parking demands at different times,
  - 2. unusual age or other characteristics of site users, or
  - 3. user sponsored demand reduction devices such as carpooling.

##### **5.1.2 Schedule of Requirements**

- b) Places of public assembly: one parking space for each three persons capacity based on the Massachusetts State Building Code.
- d) Restaurant: one parking space per 2 persons seating capacity. For purposes of calculating parking requirements, up to 20 outdoor seasonal seats shall not count in total seating capacity.
- e) Commercial recreation: one parking space per two persons participant capacity, plus one space per three persons spectator capacity.
- i) Other uses: a number of spaces to be determined by the Building Inspector (or the Planning Board in cases referred to it for Design and Site Plan Review), based upon evidence from similar uses under similar circumstances.

## **APPENDIX F**

### **REQUEST FOR PROPOSALS**

### **GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

#### **SITE ACCESS EVALUATION**

The BSC Group Site Access Evaluation is attached on pages 31-58.





## MEMORANDUM

803 SUMMER STREET, BOSTON, MA 02127 - www.bscgroup.com  
TEL 617-896-4300 - 800-288-8123

|   |                              |
|---|------------------------------|
| <b>To:</b> Mr. Glenn Clancy, PE<br>Director of Community Development<br>Town of Belmont<br>19 Moore Street<br>Belmont, MA 02478 | <b>Date:</b> August 15, 2019 |
| <b>From:</b> Sam Offei-Addo, PE, PTOE<br>Michael A. Santos, PE, PTOE  | <b>Proj. No.</b> 28374.50    |
| <b>Re:</b> Town of Belmont Skating Rink<br>Site Access Evaluation   |                              |

## Introduction

At the request of the Town of Belmont, BSC group has conducted an evaluation of transportation issues related to the construction of a proposed skating rink located along Concord Avenue, adjacent to Belmont High School. The parcel is located on Belmont School Department property, directly west of Harris Field. The site currently contains the existing Viglirolo Ice Rink and athletic fields used by Belmont High School.

The Town of Belmont is seeking to evaluate various options for site configuration and site access locations to determine the most appropriate layout and design of the Project. This evaluation is limited to site access location related to the adjacent transportation network and provides a comparison of three different driveway locations. The evaluation and conclusions provided in this memo will be used to develop the Request for Proposals (RFP) to select a contractor for construction of the Project.

## Background

The Town of Belmont is currently in the process of upgrading the Middle and High School through the Massachusetts School Building Authority (MSBA). The new high school will include major renovations and additions to the existing school and will change transportation patterns related to circulation, site access, and pedestrian facilities. The high school will have two vehicular access points. Primary access will be provided along Concord Avenue, opposite Goden Street. Secondary access to the high school site will be provided along Hittinger Street at the east end of the property. A traffic signal is proposed at the intersection of Concord Avenue at Goden Street and the proposed site driveway that will allow left-turns to and from Concord Avenue. The high school project is currently in the final stages of design and construction is expected to commence in 2019. A detailed traffic study was conducted for the high school project and submitted as part of a 2018 Schematic Design Report. Traffic data and other relevant information from that study was used to form the basis of the evaluation of the proposed skating rink and athletic field project.

The site that is the subject of this study is located on the Town of Belmont School Department property and will also be redesigned to include a new ice rink and athletic fields. The requirements of the site include one and a half sheets of ice, the retention of the existing athletic facilities, and parking for 110 vehicles. The Town of Belmont provided several conceptual plans for the location of the ice rink building and the athletic fields. Vehicular circulation, site access, and parking facilities will be affected by the selected concept. Access to the site will be provided by a new curb cut along the north side of Concord Avenue. The existing parking area located along the north side of Concord Avenue will be eliminated with the redevelopment of the site. This study evaluates the transportation impacts of the proposed driveway locations, vehicular circulation along Concord Avenue, and intersection operations at the adjacent intersections.



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The future ice rink will be operated by a private company, with priority given to school uses. This evaluation focuses on average day uses at the ice rink facility, as future programming including special events are currently not known. The evaluation presented in this memorandum includes a description of existing conditions, a description of the Project and options for site access, trip generation and vehicular circulation, an intersection operations analysis, and a comparison of the three options for site access. This evaluation is intended to provide the Town with guidance to locate the future driveway and assist with the overall design of the site.

### Existing Conditions

The Project site is located on Belmont School Department property along the north side of Concord Avenue and is bounded by Harris Field to the east, commercial properties to the west, and the Massachusetts Bay Transportation Authority (MBTA) commuter rail right-of-way to the north. The site currently contains the Viglirolo Ice Rink and athletic fields that serve the high school. Access to the site is provided by an approximately 300-foot long driveway adjacent to and along the north side of Concord Avenue. Storage for approximately 25-30 vehicles is provided along the driveway. On-street parking along Concord Avenue and the intersecting side streets also serves the existing needs of the site during times of higher demand. Pedestrian access to the site is provided by sidewalks along Concord Avenue and walkways that connect the fields and ice rink with the high school.

The existing ice rink currently serves Belmont High School and is open to residents for recreational purposes throughout the year. The existing athletic fields are used by Belmont High School's junior varsity athletic teams. The following sections describe the conditions of the existing transportation infrastructure within the study area.

#### Study Area

The study area selected for evaluation includes the segment of Concord Avenue between Goden Street and Common Street/Leonard Street. The following three intersections were selected for analysis purposes:

- Concord Avenue/Goden Street
- Concord Avenue/Cottage Street
- Concord Avenue/Common Street/Leonard Street/Royal Road

The proposed site driveways will also be evaluated as part of this study. The existing study area and site location are shown in Figure 1.

#### Existing Roadway and Intersection Conditions

##### Concord Avenue

Concord Avenue is a two-lane urban principal under Town of Belmont jurisdiction that travels in an east-west direction between the Town of Lexington and Harvard Square, providing access to the Belmont High School and Belmont Center. In the vicinity of the Project site, the roadway consists of a single travel lane, a bicycle lane, and a parking lane in both directions. The directions of travel are separated by a raised median, with breaks at some intersections and driveways. Sidewalks are provided along both sides of Concord Avenue, with curb ramps and crosswalks at intersections.



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### Concord Avenue at Common Street

Concord Avenue and Common Street intersect to form a three-legged, unsignalized intersection, located west of the Project site. The Common Street eastbound approach consists of an exclusive left-turn lane and a through lane. The Concord Avenue westbound approach consists of a single lane wide enough to accommodate two lanes of traffic for through and right-turn movements. The westbound movement also contains an exclusive bicycle lane. The Concord Avenue southbound approach also consists of a single lane wide enough to accommodate two lanes of traffic for left and right-turning vehicles. There is no defined traffic control at the intersection, although the southbound approach operates under stop-control. Sidewalks are provided along both sides of all approaches at the intersections. Crosswalks and curb ramps are not present.

### Concord Avenue at Cottage Street

Concord Avenue and Cottage Street intersect to form a three-legged intersection that generally operates under flash-control. A pedestrian pushbutton is present at the intersection to actuate an exclusive pedestrian phase. The Cottage Street northbound approach consists of a single lane under stop-control. Cottage Street is one-way in the northbound direction, with parking allowed on the east side. As previously described, Concord Avenue consists of a single travel lane, a bicycle lane, and a parking lane in each direction. The Project site is located opposite Cottage Street along the north side of Concord Avenue.

### Concord Avenue at Goden Street

Concord Avenue and Goden Street intersect to form a three-legged unsignalized intersection, located east of the Project site. The Goden Street northbound approach consists of a single travel lane, allowing both left and right-turns. The Concord Avenue approaches both consist of a single travel lane, a bicycle lane, and a parking lane. Primary access for the proposed high school will be located opposite Goden Street and a traffic signal will be installed at this location. The traffic signal is incorporated into the future conditions analyses included in this evaluation.

### Existing Traffic Conditions

Existing traffic data for the study area intersections was obtained from the Belmont High School Traffic Study – Existing Conditions and Recommendations Report<sup>1</sup>. Turning movement counts (TMCs) were performed during the weekday morning and afternoon peak periods of school activity in September 2017. Counts were not conducted at the intersection of Concord Avenue at Cottage Street. Traffic volumes for vehicles exiting Cottage Street to travel to Concord Avenue were estimated based on balancing from the intersection at Goden Street. Due to the curb cuts and school activity between the two locations, the balancing method of estimating traffic volumes may slightly overestimate the traffic volumes on Cottage street, which would result in a more conservative (or worst-case scenario) analysis.

The existing traffic volumes are presented in Figures 2 and 3 for the weekday morning and afternoon peak hours, respectively.

### Motor Vehicle Crash History

Motor vehicle crash data were obtained for the study area intersections from the MassDOT crash database for the years 2014-2018. The data is used to identify correctable safety issues and crash trends. The crashes are organized by various characteristics and an overall crash rate is calculated based on the number of crashes and traffic volumes that travel through each intersection. The rates are then compared to the district's average

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<sup>1</sup> *Belmont High School Traffic Study – Existing Conditions and Recommendations Report*; Nelson Nygaard; June 2018.



## MEMORANDUM

crash rate for similar types of intersections to determine if there are more crashes than what is expected. The MassDOT District 4 (the district in which Belmont is located) average for unsignalized intersections is 0.57 crashes per million entering vehicles (MEV). Table 1 presents the motor vehicle crash data for the study area.

**Table 1**  
**Motor Vehicle Crash Summary**

|                               | Concord<br>Avenue at<br>Goden<br>Street | Concord<br>Avenue at<br>Cottage<br>Street | Concord<br>Avenue at<br>Common<br>Street |
|-------------------------------|---|---|--|
| <b>Year</b>                   |   |   |  |
| 2014                          | 0                                       | 1   | 6  |
| 2015                          | 1                                       | 0   | 5  |
| 2016                          | 2                                       | 1   | 3  |
| 2017                          | 1                                       | 0   | 10                                       |
| 2018                          | 4                                       | 2   | 1  |
| <b>Collision Type</b>         |   |   |  |
| Angle                         | 5                                       | 1   | 12                                       |
| Head-on                       | 0                                       | 0   | 1  |
| Rear-end                      | 1                                       | 3   | 3  |
| Sideswipe                     | 2                                       | 0   | 7  |
| Single-vehicle crash          | 0                                       | 0   | 2  |
| Unknown                       | 0                                       | 0   | 0  |
| <b>Severity</b>               |   |   |  |
| Fatality                      | 0                                       | 0   | 0  |
| Injury                        | 1                                       | 0   | 4  |
| Property-related              | 7                                       | 4   | 19                                       |
| Unknown                       | 0                                       | 0   | 2  |
| <b>Light Conditions</b>       |   |   |  |
| Daylight                      | 5                                       | 3   | 22                                       |
| Dawn/Dusk                     | 2                                       | 0   | 0  |
| Dark                          | 1                                       | 1   | 3  |
| <b>Road Conditions</b>        |   |   |  |
| Dry                           | 6                                       | 4   | 22                                       |
| Wet                           | 2                                       | 0   | 3  |
| Snow/Ice                      | 0                                       | 0   | 0  |
| Unknown                       | 0                                       | 0   | 0  |
| <b>Time of Day</b>            |   |   |  |
| 12AM – 7AM                    | 0                                       | 0   | 0  |
| 7AM – 9AM                     | 2                                       | 0   | 6  |
| 9AM – 4PM                     | 4                                       | 3   | 7  |
| 4PM – 6PM                     | 1                                       | 1   | 8  |
| 6PM – 12AM                    | 1                                       | 0   | 4  |
| <b>Total Crashes</b>          | <b>8</b>                                | <b>4</b>                                  | <b>25</b>                                |
| <b>Crash Rate<sup>1</sup></b> | <b>0.27</b>                             | <b>0.15</b>                               | <b>0.65</b>                              |

<sup>1</sup> Crashes per million vehicles entering the intersection

As shown in Table 1, the intersection of Concord Avenue at Common Street averaged 0.65 crashes per MEV over the five-year period. The intersections of Concord Avenue at Goden Street and Concord Avenue at Cottage Street experienced a total of 12 crashes over the five-year period, with one injury reported. The majority of crashes at Concord Avenue/Goden Street were angle type collisions and the most common crashes





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at Concord Avenue/Cottage Street were rear-end type collisions. The crashes at Goden Street could be a result of vehicles turning from and to Goden Street as they cross the through traffic along Concord Avenue. The rear-end collisions at Cottage Street could be a result of congestion related to on-street parking and the pedestrian signal at the intersection, which may create unexpected stops for the through traffic along Concord Avenue. Based on this evaluation, there are no major safety issues at the intersections of Concord Avenue/Goden Street and Concord Avenue/Cottage Street, which are adjacent to the high school property. The intersection of Concord Avenue at Common Street experienced more crashes than the average unsignalized intersection. This could be a result of confusing right-of-way, lack of traffic control, and significant congestion during the peak periods.

### Pedestrian and Bicycle Facilities

The study area and Concord Avenue is well served with both pedestrian and bicycle facilities, providing access to the high school property and the Project site. The following pedestrian facilities are provided along Concord Avenue:

- A continuous sidewalk is provided along both sides of Concord Avenue, with crosswalks and curb ramps at intersecting roadways.
- A pedestrian signal is located at Cottage Street, which provides an exclusive pedestrian phase upon pushbutton actuation to allow safe crossings between the high school property and the Project site and the south side of Concord Avenue. The pedestrian signal serves the existing ice rink and the high school, as well as providing a safe crossing for people that park along the south side of Concord Avenue that need to cross.
- A pedestrian signal is located east of Orchard Street, which also provides an exclusive pedestrian phase upon pushbutton actuation. This crossing provides access to the east side of the high school property's frontage along Concord Avenue.
- Exclusive bicycle lanes are provided along both sides of Concord Avenue.

The existing pedestrian and bicycle facilities are shown in Figure 4.

### Public Transportation Facilities

Three bus routes operated by the Massachusetts Bay Transportation Authority (MBTA) run along Concord Avenue adjacent to the Project site. Bus stops are located along Concord Avenue at Orchard Street, Myrtle Street, and Cottage Street. Additionally, a no parking zone that is used as a school bus loading area is located along the westbound side of Concord Avenue adjacent to the existing ice rink, west of Cottage Street. The existing public transportation facilities are also shown in Figure 4.



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### Future Conditions

As previously described, the Town of Belmont is currently in the process of undertaking major renovations and additions to the existing high school. The high school project also proposes several modifications to the transportation infrastructure along Concord Avenue. Major modifications that have an impact on the ice rink/athletic field project include the following:

- Enhanced pedestrian connections throughout the high school property, including a potential connection between the school and the ice rink/athletic fields
- Enhanced bicycle facilities on the high school site, including connections to the community path that runs parallel the MBTA commuter rail right-of-way
- A new driveway will be located opposite Goden Street and will be placed under traffic signal control

The proposed modifications related to the high school project have been incorporated into this evaluation.

### Proposed Project

The athletic fields and ice rink will be redeveloped and are the subject of this study. The Town is currently developing design alternatives for the layout of the ice rink and athletic fields, which will include a new building with one and a half sheets of ice, athletic fields to support baseball, softball, and soccer, and requires 110 on-site parking spaces. A total of 90 parking spaces will be reserved for students during school hours. Outside of school hours, all 110 parking spaces will be available for rink uses. The existing Site access has yet to be determined and is the subject of this evaluation. The following describes three alternatives for site access locations:

#### **Option 1 – Cottage Street Location**

Option 1 will locate the site driveway directly opposite Cottage Street, forming a fourth leg of the intersection and is presented in Figure 5. The driveway will accommodate two-way travel and the approach to Concord Avenue will be placed under STOP-sign control. This option will require upgrades to the existing pedestrian traffic signal, minor modifications to the median to allow for upgraded crosswalks, and the installation of additional curb ramps.

The curbside regulations along the north side of Concord Avenue do not currently allow on-street parking in the location of the driveway due to the existing traffic signal, crosswalk, and existing driveway that currently serves the ice rink and athletic fields. This option will have minimal impact to the existing curbside activity.

#### **Option 2 – East of Cottage Street Location**

Option 2 will locate the site driveway at the eastern portion of the site, close to Harris Field. Option 2 is presented in Figure 6. The driveway's specific location can shift as needed to support the needs of the site programming. The driveway will accommodate two-way travel and the approach will be placed under STOP-sign control. This option will serve right-in and right-out movements only due to the median along Concord Avenue, which will require some vehicles to make u-turn maneuvers at Cottage Street and Goden Street for access and egress. Alternatively, the median can be opened to provide full access in and out of the driveway to and from both directions along Concord Avenue.

The curbside regulations in the area of the proposed Option 2 driveway are existing ADA accessible parking spaces and a no-parking zone that is currently used as a school bus loading zone. As part of the high school



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project, the bus loading will be relocated on-site and the existing on-street zone is likely to be removed. Impacts to the on-street curbside activity will be minimal with Option 2.

### **Option 3 – West of Cottage Street Location**

Option 3 will locate the site driveway west of Cottage Street, near the western portion of the site and is presented in Figure 7. As with Option 2, the driveway's specific location can be shifted as needed to support the needs of the site. This driveway will also accommodate two-way travel and will be placed under STOP-sign control. This option will also serve right-in/right-out movements due to the median, with the option of opening the median to serve all movements. Should the median not be opened under this option, u-turns will be necessary at Cottage Street to accommodate all access and egress maneuvers.

The curbside regulations in the area of the Option 3 driveway consist of on-street parking spaces. It will be necessary to remove the equivalent of 3 to 4 on-street parking spaces under Option 3.

### **Future Traffic Volumes**

A review of the June 2018 traffic study conducted for the high school project was conducted to determine the future traffic volumes to develop a baseline scenario to evaluate and compare each of the options to a "No-Build" scenario. The No-Build scenario includes future traffic volumes, projected to the year 2021 (expected completion date of the high school project), with the traffic pattern changes related to the high school and without the redevelopment of the ice rink/athletic fields site. The No-Build scenario also includes other modifications such as the installation of a traffic signal at the intersection of Concord Avenue at Goden Street and right-turn restrictions during the weekday morning peak hour along Concord Avenue eastbound.

The 2021 No-Build traffic volumes are presented in Figures 8 and 9 for the weekday morning and afternoon peak hours, respectively.

### **Trip Generation and Assignment**

To assess the traffic-related impacts of the Project, trip generation for both the existing site and the proposed site were estimated. The ice rink and athletic fields are expected to generate the most activity during the weekday afternoon peak hour. Minimal activity is expected during the weekday morning peak hour. Trip generation estimates for the weekday afternoon peak hour were calculated using data from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10<sup>th</sup> Edition) and are presented in Table 2. For comparison purposes, empirical trip generation data from ice rinks in Middleton, MA and Marlborough, MA was obtained from a traffic study conducted for a project in Wellesley, MA<sup>1</sup> and are also presented in Table 2. Due to the lack of additional information and an understanding of any specific events during the data collection related to the empirical trip generation, the ITE data was used for analysis purposes in this evaluation.

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<sup>1</sup> *Traffic Impact and Access Study: Proposed Sports Complex – 900 Worcester Street Wellesley, MA*; MDM Transportation Consultants, Inc.; May 2017.





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**Table 2**  
**Trip Generation Estimates**

| Time Period                        | Existing<br>Uses <sup>1</sup>                       | Proposed<br>Uses <sup>2</sup> | Net<br>Increase | Empirical<br>Data <sup>3</sup> |
|------------------------------------|---|-------------------------------|-----------------|--------------------------------|
| <i>Weekday Morning Peak Hour</i>   |   |                               |                 |                                |
| Enter                              |   |                               |                 | 20                             |
| Exit                               | ITE Data Not Provided for weekday morning peak hour |                               |                 | 130                            |
| Total                              |   |                               |                 | 150                            |
| <i>Weekday Afternoon Peak Hour</i> |   |                               |                 |                                |
| Enter                              | 28  | 42                            | +14             | 67                             |
| Exit                               | 17  | 26                            | +9              | 56                             |
| Total                              | 45  | 68                            | +23             | 123                            |
| <i>Saturday Midday Peak Hour</i>   |   |                               |                 |                                |
| Enter                              | 63  | 95                            | +32             | 64                             |
| Exit                               | 50  | 75                            | +25             | 58                             |
| Total                              | 113   | 170                           | +57             | 122                            |

1 Based on ITE Land Use Code 465 – Ice Skating Rink (1 rink)

2 Based on ITE Land Use Code 465 – Ice Skating Rink (1.5 rinks)

3 As presented in the May 2017 traffic study for a Sports Complex in Wellesley, MA and based on two ice rinks

As shown in Table 2, the Project is expected to generate up to 68 vehicle trips during the weekday afternoon peak hour. This represents an increase of 23 trips when compared to the existing uses. These trip generation estimates represent an average day with typical ice rink programming. The estimates do not consider special programming events such as tournaments or other functions that may occur at the facilities.

The empirical data shows that the two rinks for which data was collected will result with slightly higher trip generation estimates during the afternoon peak hour and lower estimates during the Saturday midday peak hour.

While it is expected that there will be some weekday morning trip generation at the proposed facility, most of it will occur prior to the commuter peak periods (before 7:00 AM) when traffic volumes are lighter and Concord Avenue and the intersecting roadways have sufficient capacity to process the minor increase in traffic volumes traveling to the facility. A weekday morning peak hour analysis is not provided in this evaluation due to the minimal impact during this time period. Similarly, the Saturday midday peak is not considered to be the peak of traffic operations along Concord Avenue and an analysis of this time period was not conducted.

The traffic volumes expected to be generated by the new ice rink were assigned to the study area intersections based on existing travel patterns along Concord Avenue and the intersecting roadways. The traffic volumes related to the existing facility were also removed from the study area network to develop the future 2021 Build traffic volumes for the weekday afternoon peak hour. The access and egress paths and the future 2021 Build traffic volumes are presented in Figures 10 through 15 for each of the three site access options.



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### Traffic Operations Analysis

To assess the quality of traffic flow, capacity analyses were conducted at the study area intersections for the weekday morning, weekday afternoon, and Saturday midday peak hours. Analyses were conducted using the Synchro 10 traffic analysis software, which is based on methods defined in the Highway Capacity Manual 2010<sup>1</sup>.

A primary result of capacity analyses is the assignment of a Level of Service (LOS) to traffic facilities under various traffic flow conditions. Six Levels of Services are defined for each type of facility. They are given letter designations from A to F, with LOS A representing the best operating conditions with little delay and LOS F representing the worst, with the most delay.

The average delay per vehicle approaching an intersection is used to quantify the LOS at a particular intersection. The LOS designations are defined below in Table 3. Average delay measures the mean stopped delay experienced by vehicles entering an intersection during the analysis period. Average delay is measured for each individual turning movement that must yield the right of way and for the intersection as a whole, if signalized.

**Table 3**  
**Level of Service Designations**

| Level of Service | Average Delay (seconds/vehicle) |              |
|------------------|---------------------------------|--------------|
|                  | Unsignalized                    | Signalized   |
| A                | 0.0 - 10.0                      | 0.0 - 10.0   |
| B                | >10.0 – 15.0                    | >10.0 – 20.0 |
| C                | >15.0 – 25.0                    | >20.0 – 35.0 |
| D                | >25.0 – 35.0                    | >35.0 – 55.0 |
| E                | >35.0 – 50.0                    | >55.0 – 80.0 |
| F                | >50.0                           | >80.0        |

Source: Transportation Research Board, Highway Capacity Manual, National Research Council, 2010.

Table 4 shows the operating conditions of the study intersections for the weekday afternoon peak hour for the following scenarios:

- 2019 Existing Conditions
- 2021 No-Build Conditions
- 2021 Build Conditions (3 options)

Table 4 presents the operations analysis for the study area intersections. The analysis shows that the intersection of Concord Avenue at Common Street currently experiences significant delay and queuing related to the overall traffic volumes and traffic control.

The analysis shows that when compared to the 2021 No-Build conditions, the Project will have minimal impact. The analysis also shows there are some movements that currently operate with moderate to

<sup>1</sup> *Highway Capacity Manual* 2010; Transportation Research Board; Washington, DC; 2010.



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significant delays that will continue in the future without improvements. The analysis assumes that there will be no break in the median for Options 2 and 3 and incorporates the increase in u-turning movements at Cottage Street and Goden Street.

Based on the metrics presented in the operations analysis, all three options are generally similar related to impacts on intersection operations. The analysis does identify that there are difficulties for movements exiting both Cottage Street and Goden Street, which is due to the high levels of traffic along Concord Avenue during the peak periods.

### Parking

The Project will require 110 parking spaces on the site. A total of 90 spaces will be allocated for student parking during school hours. Outside of school hours, all spaces will be reserved for ice rink uses. Currently, there are approximately 30 usable parking spaces in the driveway along Concord Avenue in the southern portion of site that serve the ice rink and athletic fields. The on-street parking along Concord Avenue and neighborhood roadways serve the additional parking demand for the existing site during events or other periods of increased activity. By locating additional parking on the site and providing efficient access, the Project will have a positive impact on the surrounding neighborhood's on-street parking supply during events. Additionally, as part of the high school project, parking will be located toward the north portion of the site, adjacent to the community path. The Project will have access to these parking areas outside of school hours to use for special events and parking management, further reducing the demand for on-street parking.



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**Table 4**  
**Traffic Operations Analysis**

| Intersection/Movement                | 2019 Existing      |                  |                    | 2021 No-Build |     |       | 2021 Build Option 1 |     |       | 2021 Build Option 2 |     |       | 2021 Build Option 3 |     |       |
|--------------------------------------|--------------------|------------------|--------------------|---------------|-----|-------|---------------------|-----|-------|---------------------|-----|-------|---------------------|-----|-------|
|                                      | Delay <sup>1</sup> | LOS <sup>2</sup> | Queue <sup>3</sup> | Delay         | LOS | Queue | Delay               | LOS | Queue | Delay               | LOS | Queue | Delay               | LOS | Queue |
| <b>Concord Avenue/Common Street</b>  |                    |                  |                    |               |     |       |                     |     |       |                     |     |       |                     |     |       |
| Common Street EB L                   | 21.7               | C                | 7                  | 25.8          | D   | 8     | 26.1                | D   | 8     | 26.1                | D   | 8     | 26.1                | D   | 8     |
| Common Street EB T                   | 0.0                | A                | 0                  | 0.0           | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     |
| Concord Avenue WB T                  | 0.0                | A                | 0                  | 0.0           | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     |
| Concord Avenue WB R                  | 0.0                | A                | 0                  | 0.0           | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     |
| Concord Avenue SB L                  | >50.0              | F                | >20                | >50.0         | F   | >20   | >50.0               | F   | >20   | >50.0               | F   | >20   | >50.0               | F   | >20   |
| Concord Avenue SB R                  | 14.3               | B                | 4                  | 15.1          | C   | 4     | 15.1                | C   | 4     | 15.1                | C   | 4     | 15.1                | C   | 4     |
| <b>Concord Avenue/Cottage Street</b> |                    |                  |                    |               |     |       |                     |     |       |                     |     |       |                     |     |       |
| Concord Avenue EB T                  | 0.0                | A                | 0                  | 0.0           | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     | 10.3                | B   | 1     |
| Concord Avenue WB T                  | 0.0                | A                | 0                  | 0.0           | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     | 0.0                 | A   | 0     |
| Cottage Street NB L/R                | 41                 | E                | 4                  | >50.0         | F   | 6     | >50.0               | F   | 10    | >50.0               | F   | 7     | >50.0               | F   | 7     |
| Driveway SB R                        | --                 | --               | --                 | --            | --  | --    | >50.0               | F   | 2     | --                  | --  | --    | --                  | --  | --    |
| <b>Concord Avenue/Goden Street</b>   |                    |                  |                    |               |     |       |                     |     |       |                     |     |       |                     |     |       |
| Concord Avenue EB L/T/R              | 0.0                | A                | 0                  | 6.7           | A   | 7     | 7.1                 | A   | 8     | 7.5                 | A   | 8     | 7.5                 | A   | 8     |
| Concord Avenue WB L/T/R              | 9.0                | A                | 1                  | 23.1          | C   | 21    | 25.6                | C   | 21    | 24.1                | C   | 21    | 24.1                | C   | 21    |
| Goden Street NB L/T/R                | >50.0              | F                | 12                 | 34.2          | C   | 8     | 32.8                | C   | 8     | 36.9                | D   | 8     | 36.9                | D   | 8     |
| School Driveway SB L/T/R             | --                 | --               | --                 | 17.7          | B   | 3     | 17.4                | B   | 3     | 17.7                | B   | 3     | 17.7                | B   | 3     |

1 Average delay measured in seconds

2 Level-of-Service

3 95<sup>th</sup> percentile queue measured in number of vehicles



## MEMORANDUM

### Conclusions and Recommendations

This evaluation presents a review of existing conditions, a description of the context of the Project in relation to the ongoing high school project, and an analysis of three different options for site access. The evaluation focuses on an average day for operations at the ice rink and does not provide quantitative analyses for special events that will require additional management of traffic flow and parking.

#### Conclusions

The following presents a review of the benefits and constraints of each option for site access related to circulation, pedestrian safety, vehicular safety and operations, and impacts to the surrounding environment.

##### Option 1 – Cottage Street Location

Option 1 would locate the proposed site access point opposite Cottage Street and would be incorporated into the existing pedestrian signal.

- This option provides the best traffic circulation and access by eliminating the need for u-turns along Concord Avenue.
- Impacts to on-street curbside regulations and on-street parking are negligible.
- Pedestrian safety is maximized under this option due to the lack of necessary u-turns for site access and egress.
- Tree removal will not be necessary under this option.
- Upgrades to the existing pedestrian traffic signal are required, which carry an additional cost when compared to the other two options.
- This option would locate the driveway close to the center of the site, which may limit the options for design of the site.

##### Option 2 – East of Cottage Street Location

Option 2 would locate the proposed site access point east of Cottage Street, approximately 350 feet west of the proposed traffic signal at Goden Street.

- This option provides a good location for optimal site design by locating the driveway at the far east edge of the site.
- Impacts to on-street curbside regulations will be minimal, but will require the modification of the existing no parking/bus loading zone along Concord Avenue, although this zone should be removed with the overall high school project.
- Tree removal will not be necessary under this option.
- The existing pedestrian signal at Cottage Street will not require modifications.
- Vehicular circulation will require u-turns at Cottage Street or further west along Concord Avenue to accommodate exiting vehicles traveling east if the median is not opened for full access.
- Vehicular circulation could result in u-turns at Goden Street to accommodate entering vehicles traveling from the west if the median is not opened for full access.
- Tree removal along the median will be necessary should it be opened to provide full access.
- Pedestrian and vehicular safety may decrease with the additional u-turn movements along Concord Avenue.
- This option may require the removal of ADA accessible spaces along Concord Avenue.





## MEMORANDUM

### **Option 3 – West of Cottage Street Location**

Option 3 would locate the proposed site access point west of Cottage Street at the western edge of the site.

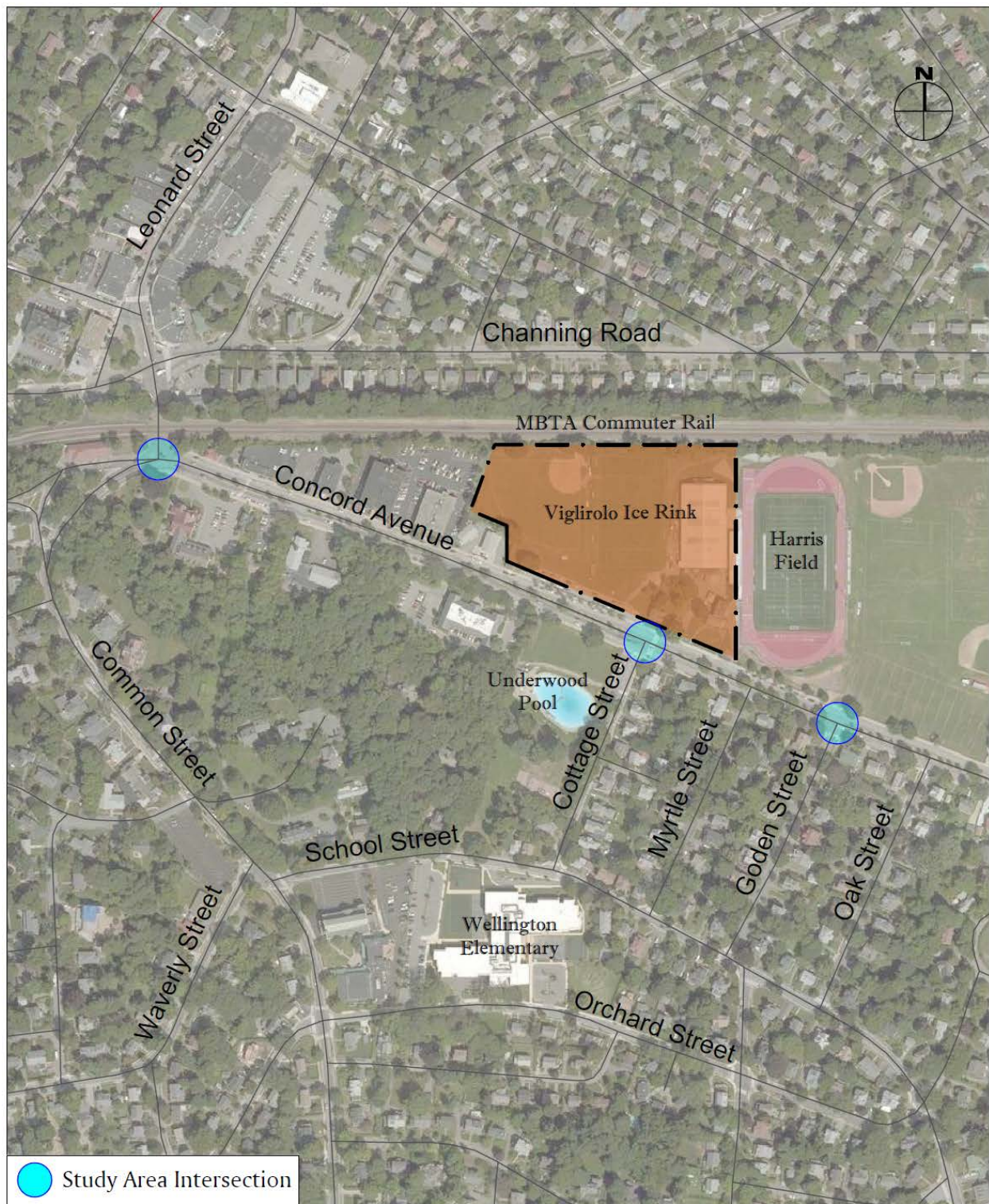
- This option also provides a good location for optimal site design by locating the driveway at the western edge of the site.
- The existing pedestrian signal at Cottage Street will not require modifications.
- Vehicular circulation will require u-turns west of Cottage Street along Concord Avenue to accommodate exiting vehicles traveling east if the median is not opened for full access.
- Vehicular circulation will require u-turns at Cottage Street to accommodate entering vehicles traveling from the west if the median is not opened for full access.
- Tree removal along the median will be necessary should it be opened to provide full access.
- Pedestrian and vehicular safety may decrease with the additional u-turn movements along Concord Avenue.

All options are not expected to have any material impact on the surrounding roadway network based on the operations analysis and the relatively low trip generation estimates.

### **Recommendations**

This evaluation provides a review of three options for site access for the Project. Based on the analyses and the information presented in this memorandum, the following recommendations are provided:

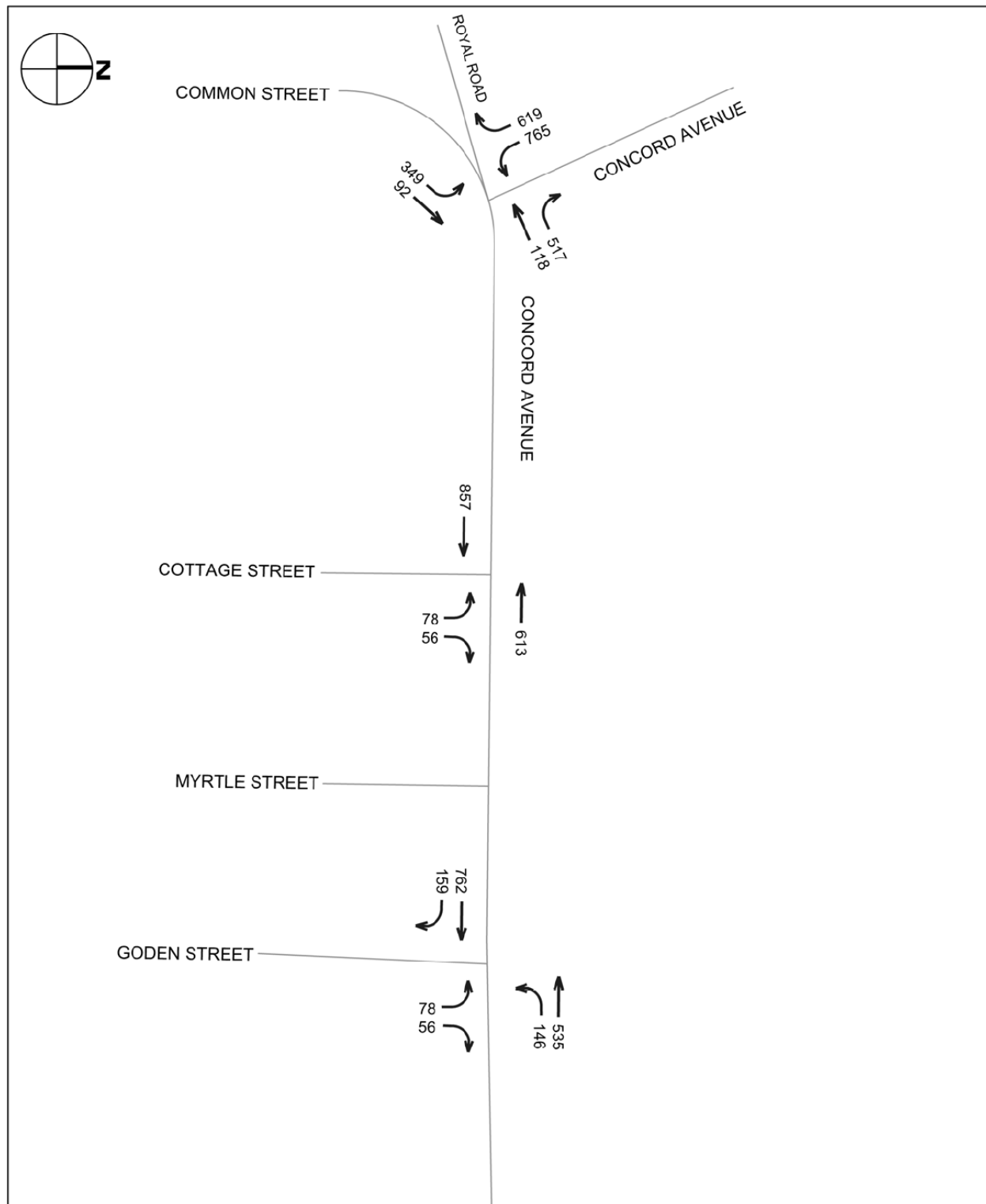
- Option 1 provides the safest and most efficient access to and from the site. While operations are not expected to vary much between options on a typical day, providing full access and allowing left-turns in and out of the site at an existing intersection will maximize efficiency during special events that may generate significant entering and exiting traffic.
- Options 2 and 3 should consider opening the median if either one is selected due to site constraints to eliminate the need for u-turns along Concord Avenue.
- The pedestrian traffic signal at Cottage Street should be interconnected with the proposed signal at Goden Street for all options.
- The Town should require the rink operator to provide traffic and parking management plans for special events.
- Shared parking with the high school site to the east should be strongly considered for overflow parking to eliminate impacts to on-street parking on the surrounding neighborhood street.
- This evaluation is intended to provide the Town of Belmont with information and guidance on the location of the driveway that will serve the site and should be revisited upon a preferred site design to ensure safe and efficient access is implemented.
- Changes to on-street parking regulations will not be necessary to support the Project other than the removal of parking spaces related to Options 2 and 3.



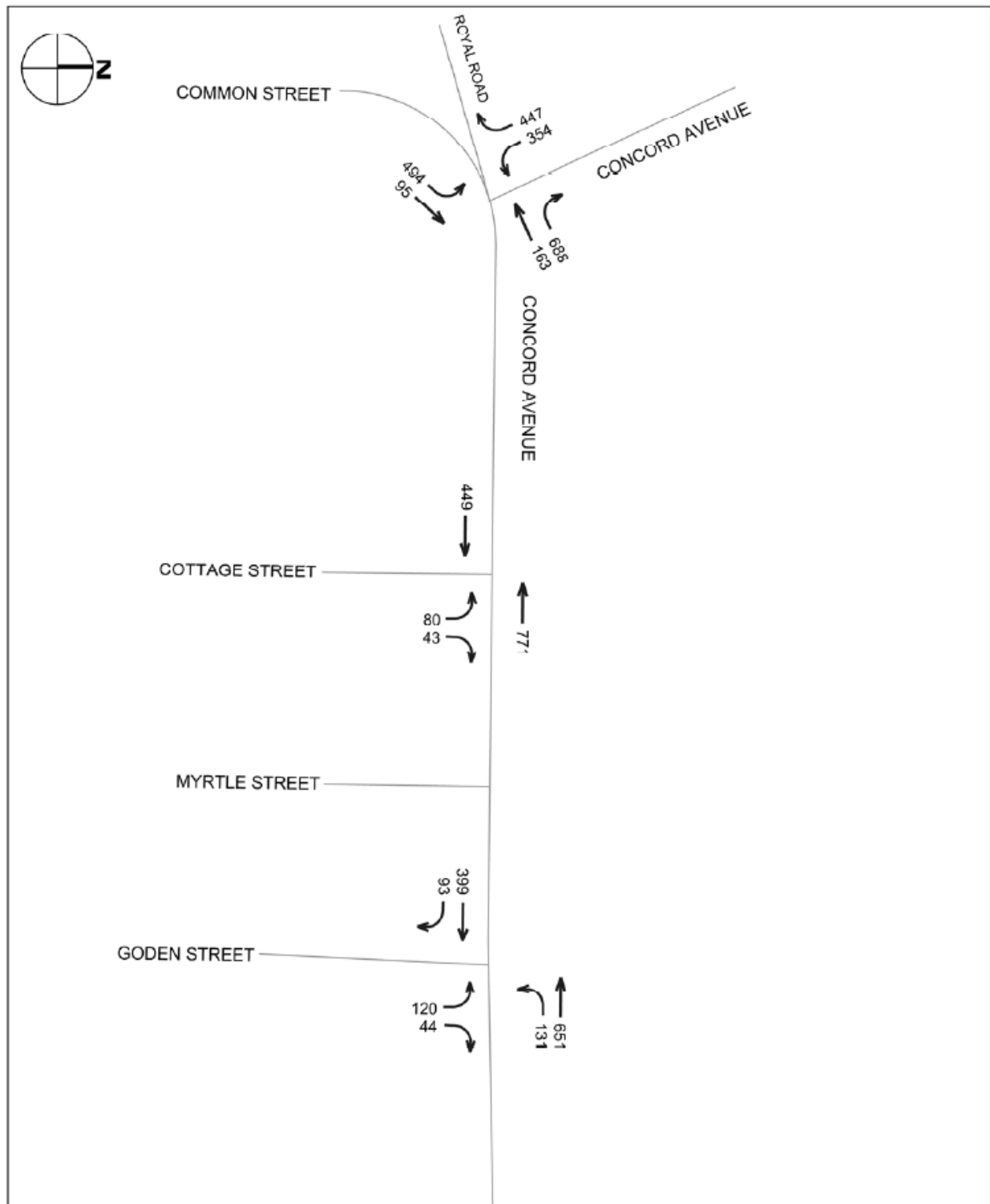
Project Locus Map  
 Belmont Ice Rink Study  
 Belmont, MA

Figure 1  
 Not to Scale  
**BSC GROUP**

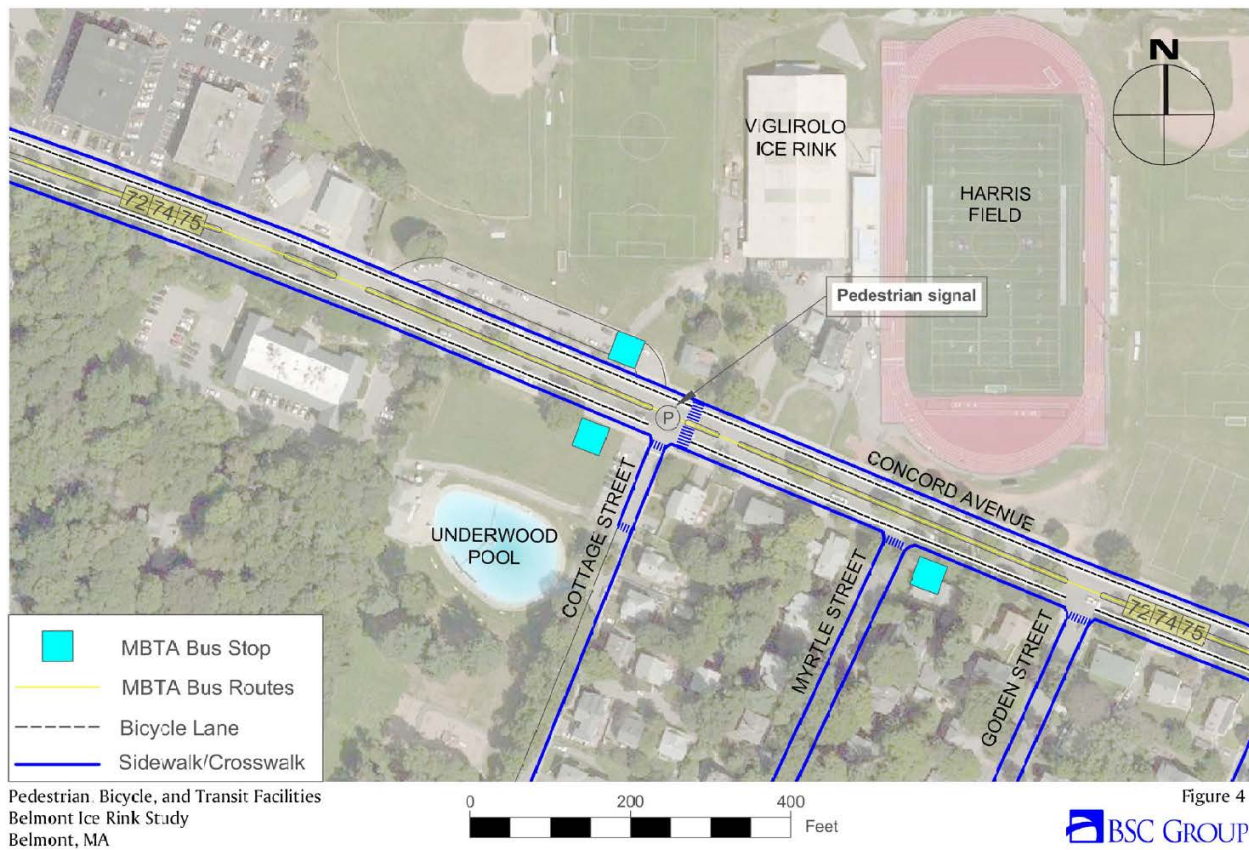


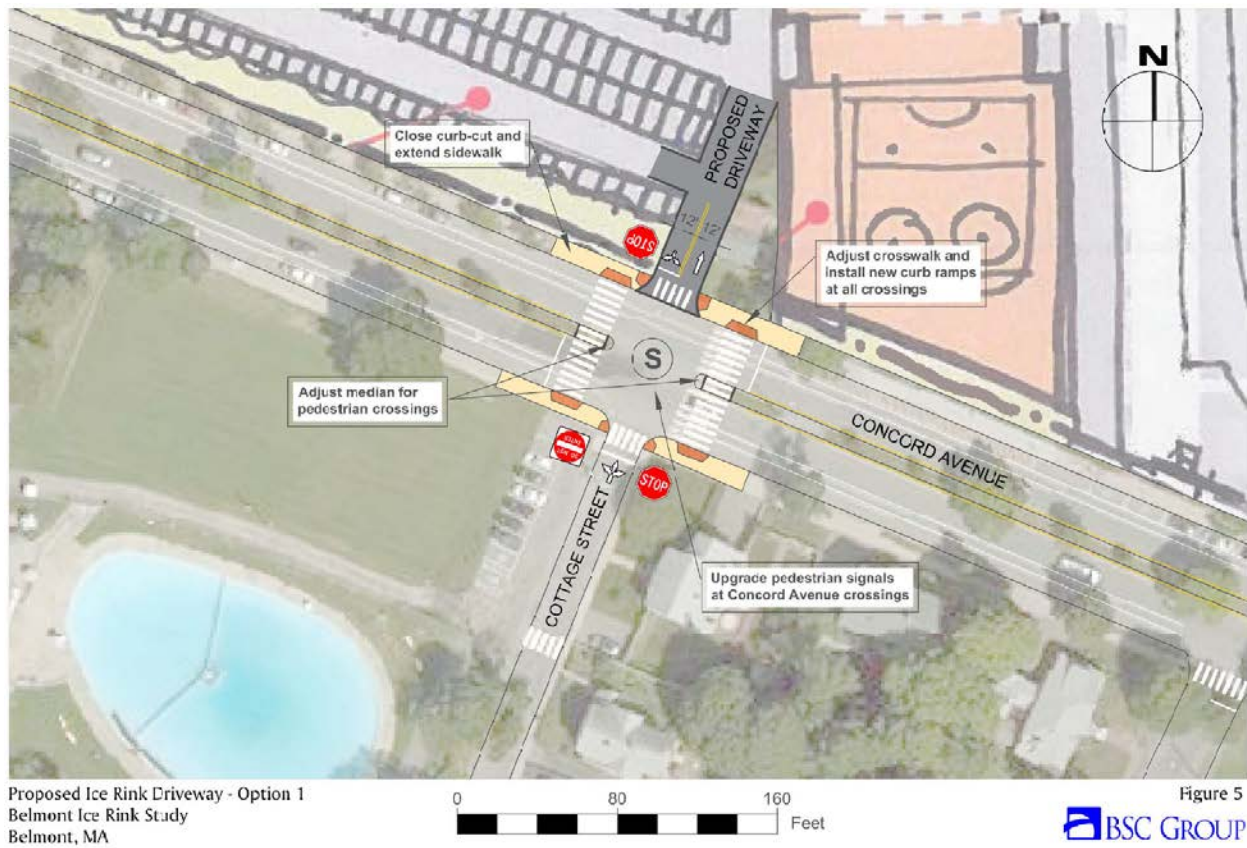


2019 Existing AM Peak Hour Traffic Volumes  
 Belmont Ice Rink Study  
 Belmont, MA

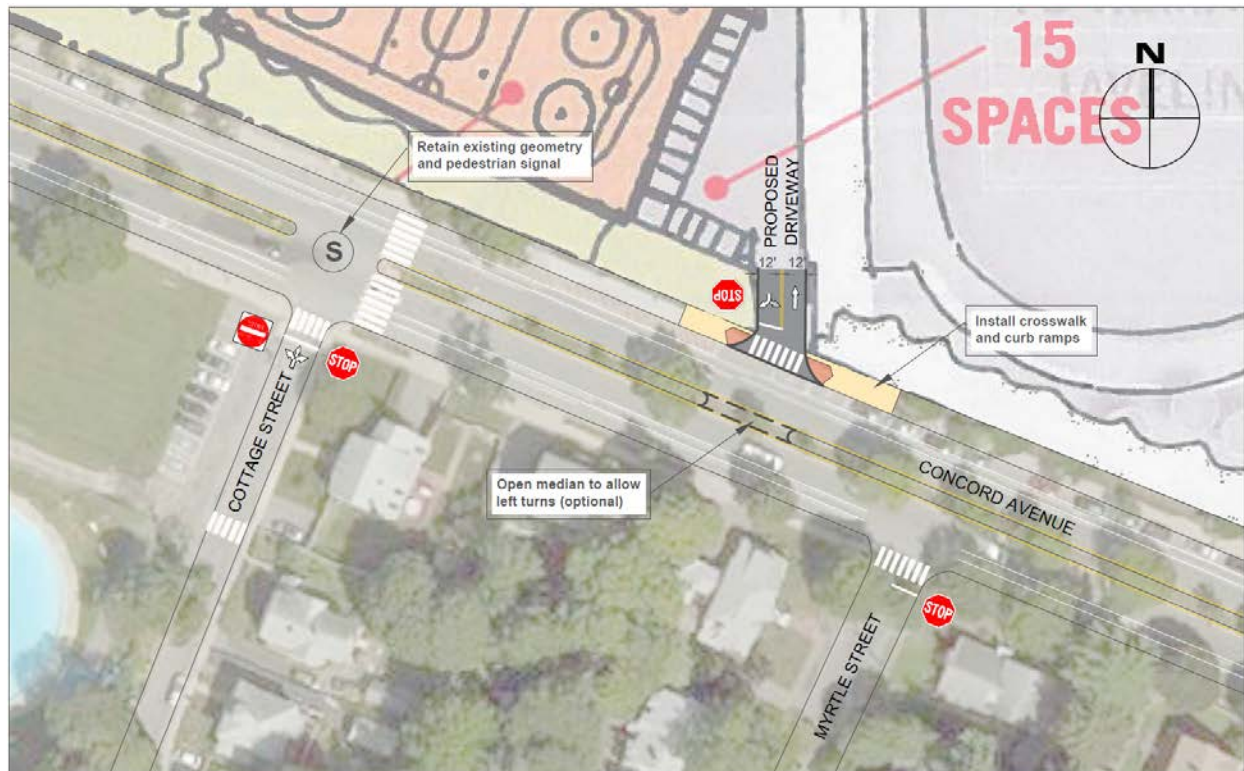


2019 Existing PM Peak Hour Traffic Volumes  
 Belmont Ice Rink Study  
 Belmont, MA



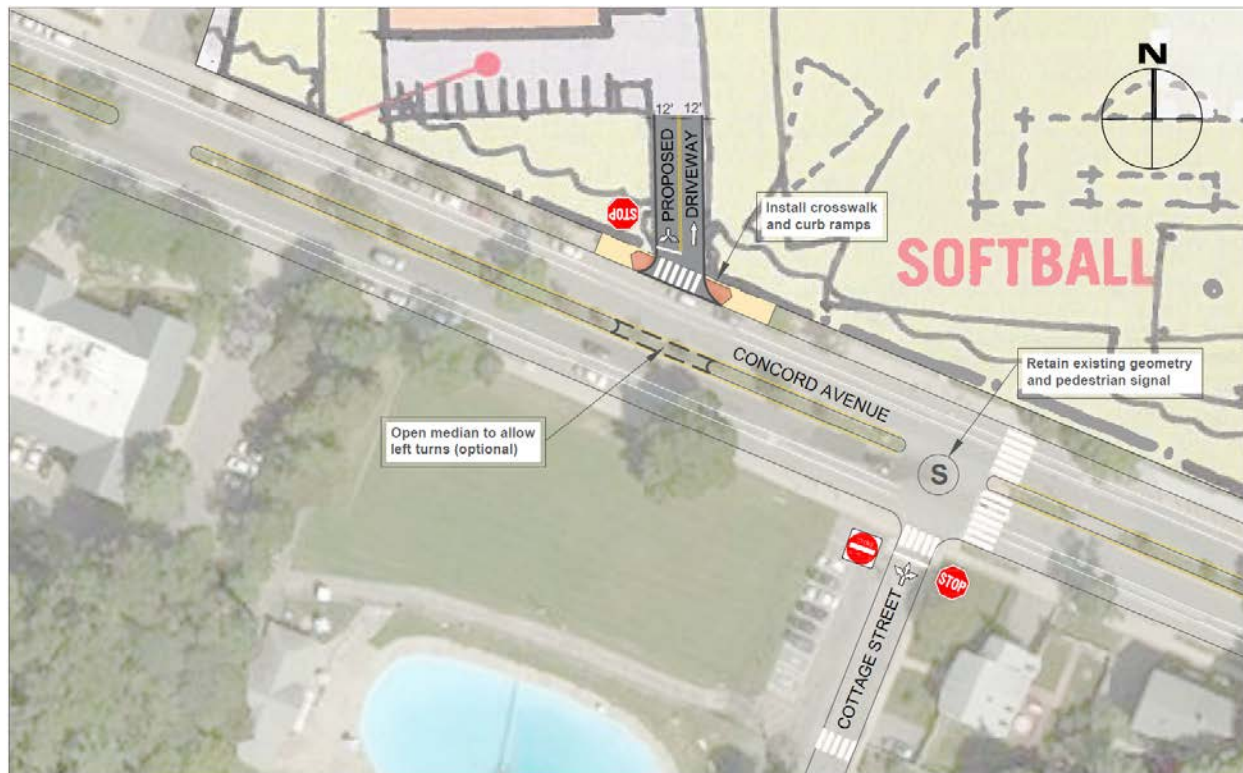






Proposed Ice Rink Driveway - Option 2  
Belmont Ice Rink Study  
Belmont, MA

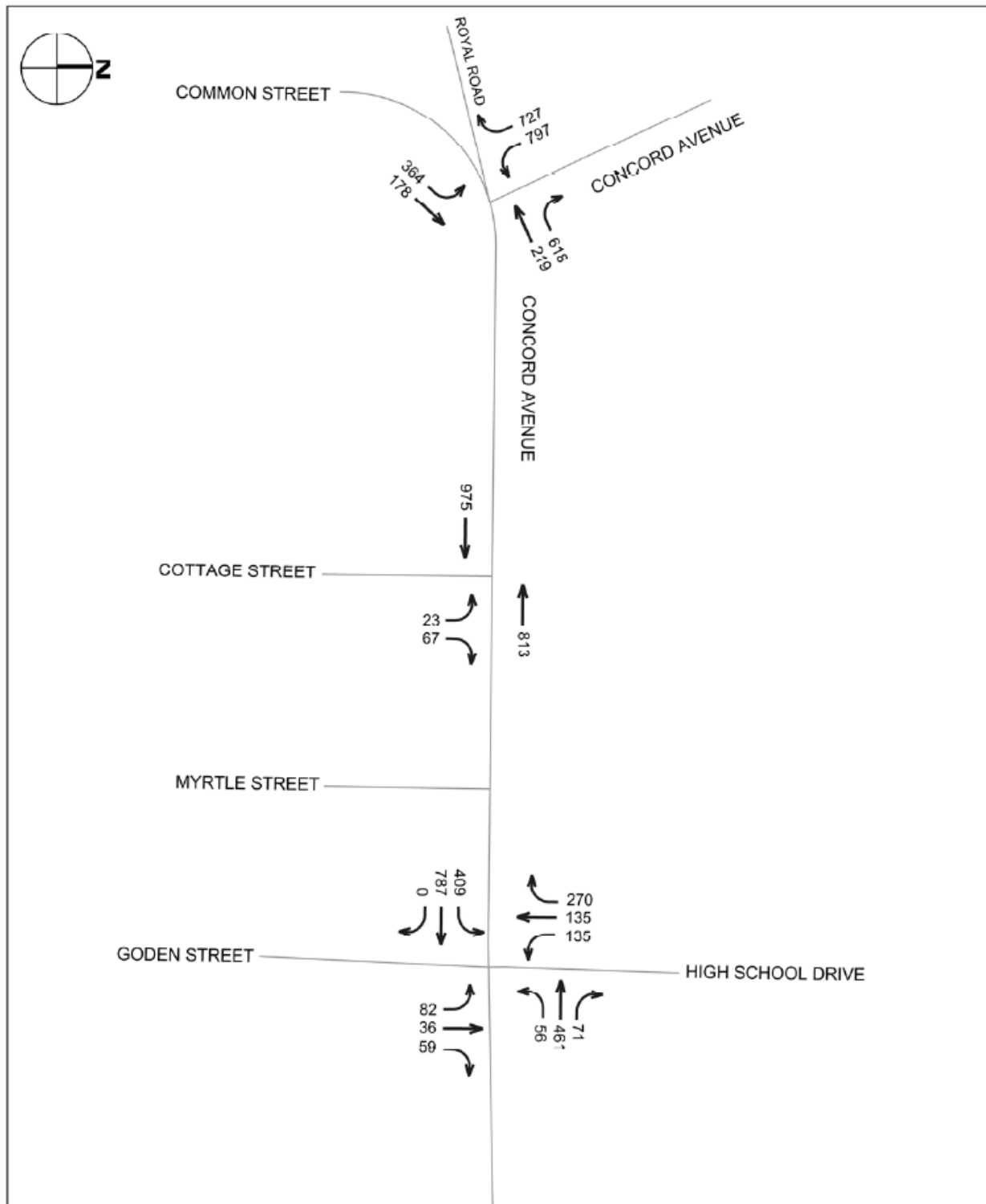
Figure 6



Proposed Ice Rink Driveway - Option 3  
Belmont Ice Rink Study  
Belmont, MA

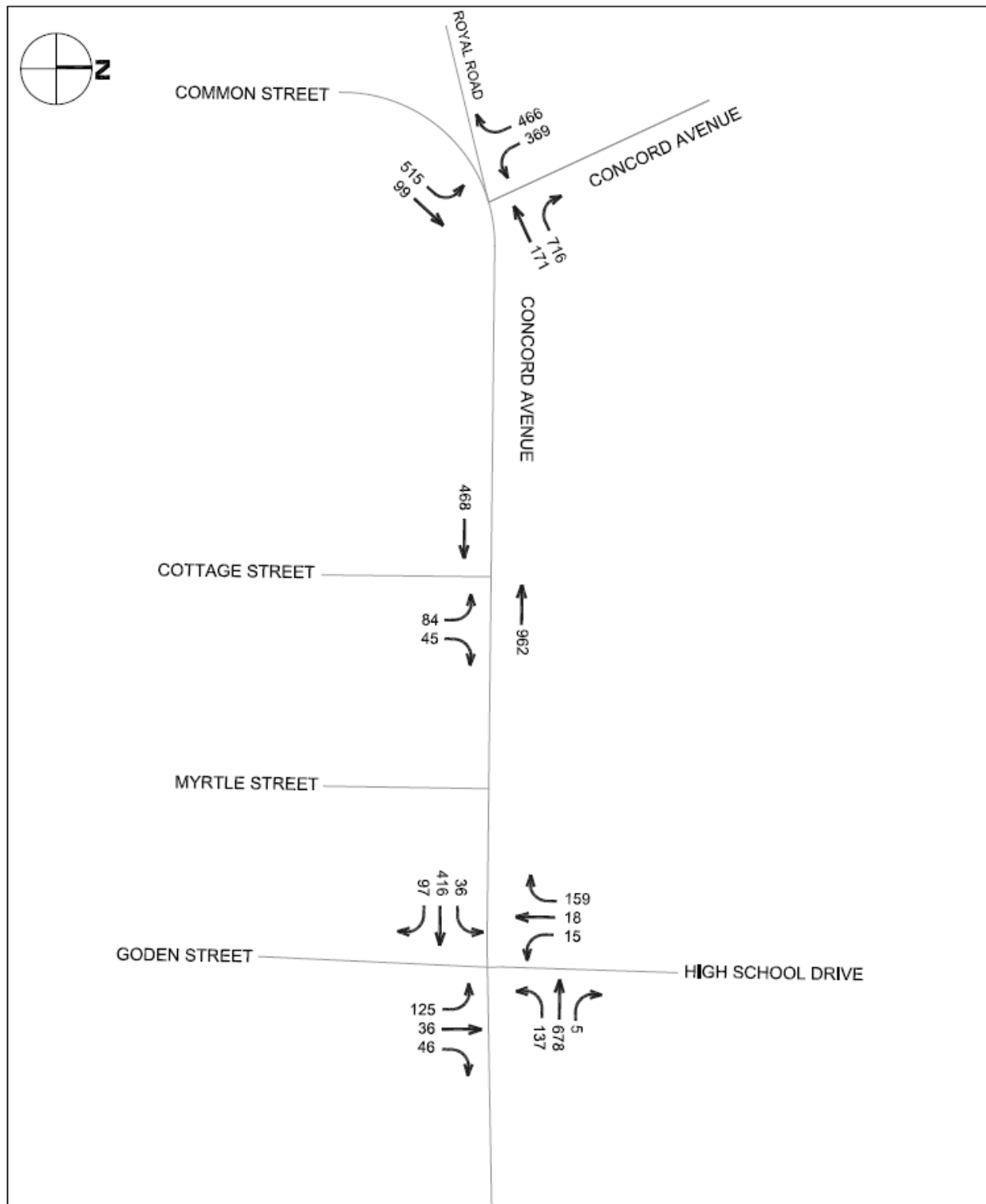
Figure 7





2021 No-Build AM Peak Hour Traffic Volumes  
 Belmont Ice Rink Study  
 Belmont, MA





2021 No-Build PM Peak Hour Traffic Volumes  
 Belmont Ice Rink Study  
 Belmont, MA

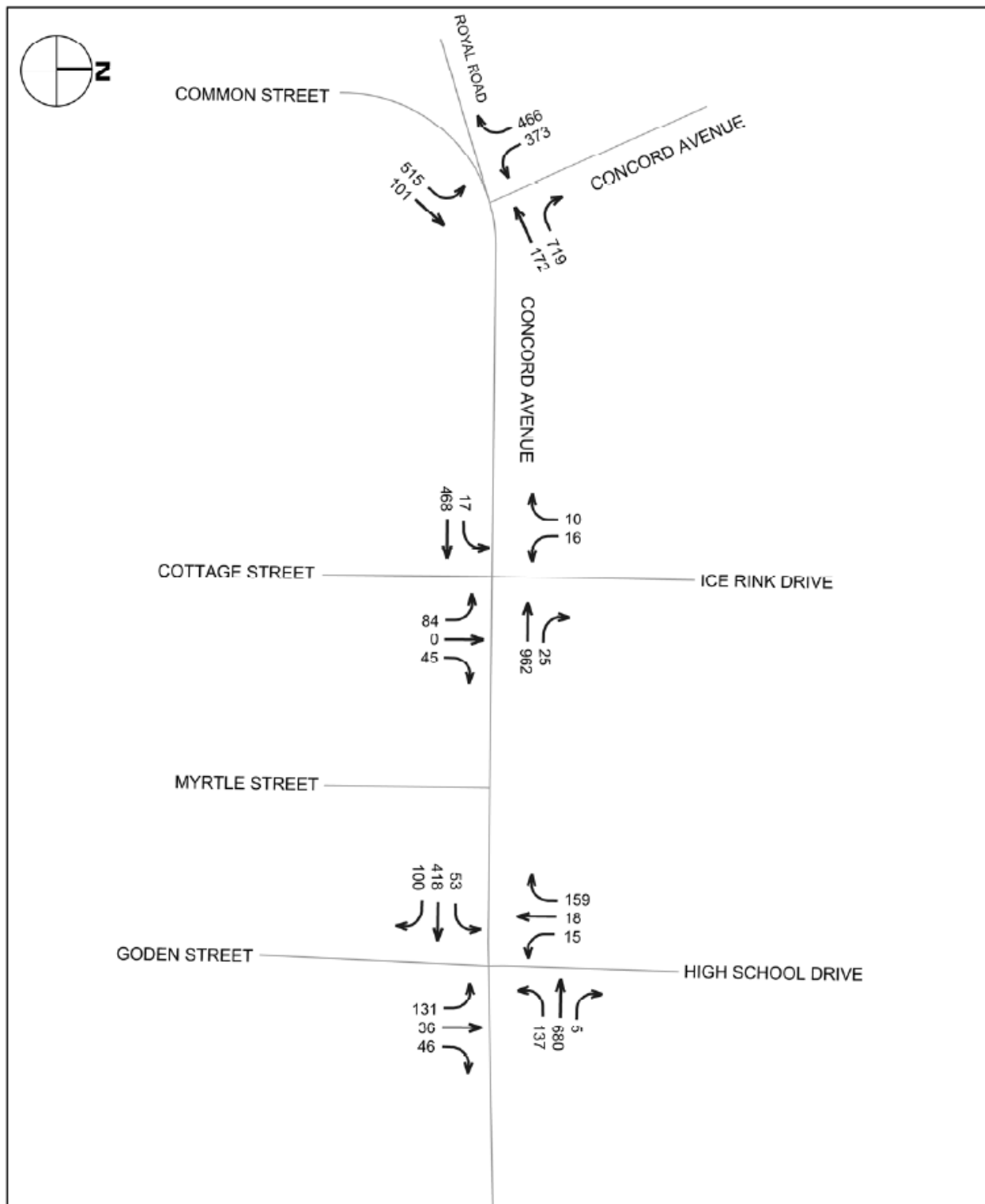
Figure 9  
 Not to Scale





Access & Egress Movements - Option 1  
Belmont Ice Rink Study  
Belmont, MA

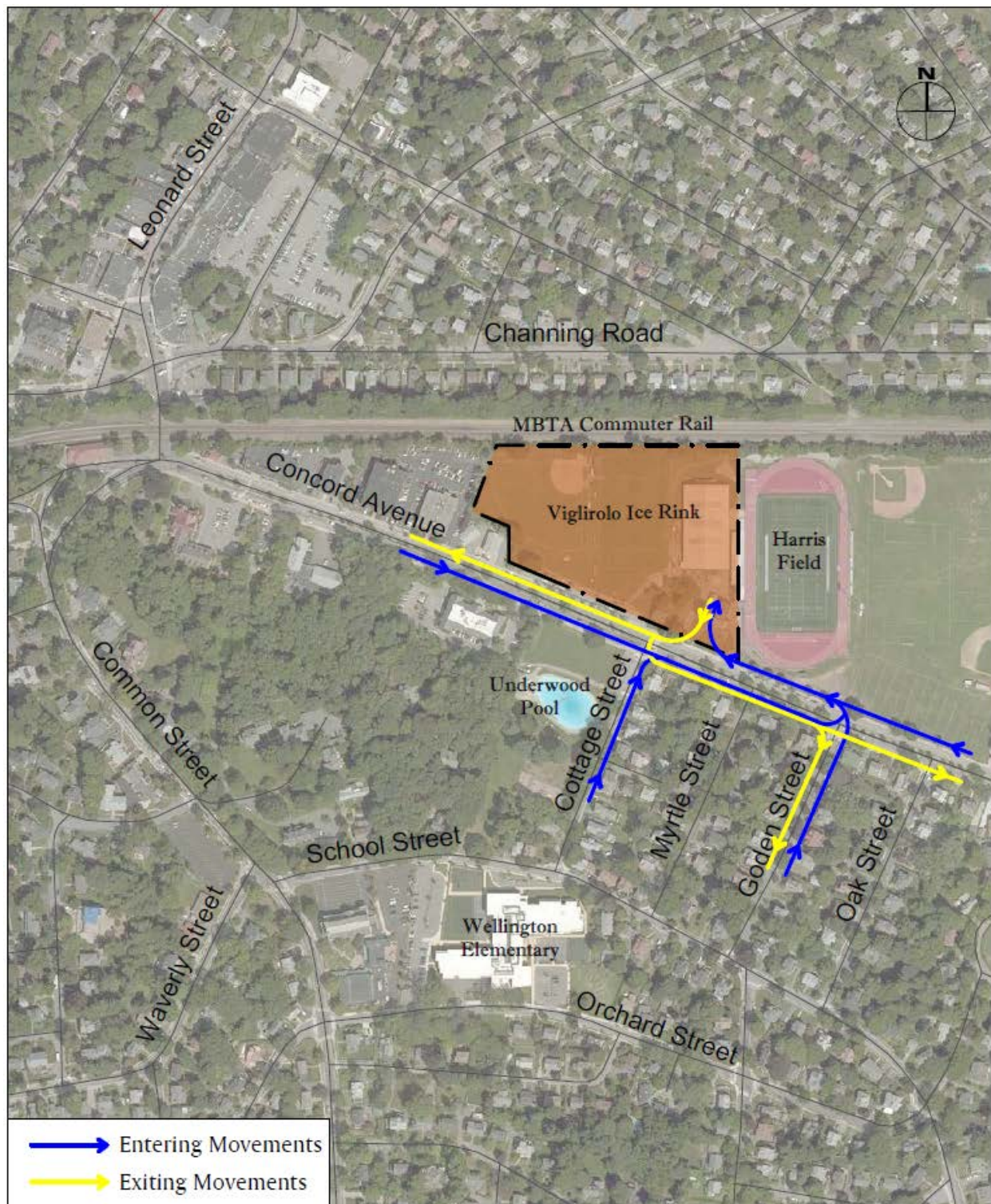
Figure 10  
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2021 Build PM Peak Hour Traffic Volumes - Option 1  
 Belmont Ice Rink Study  
 Belmont, MA

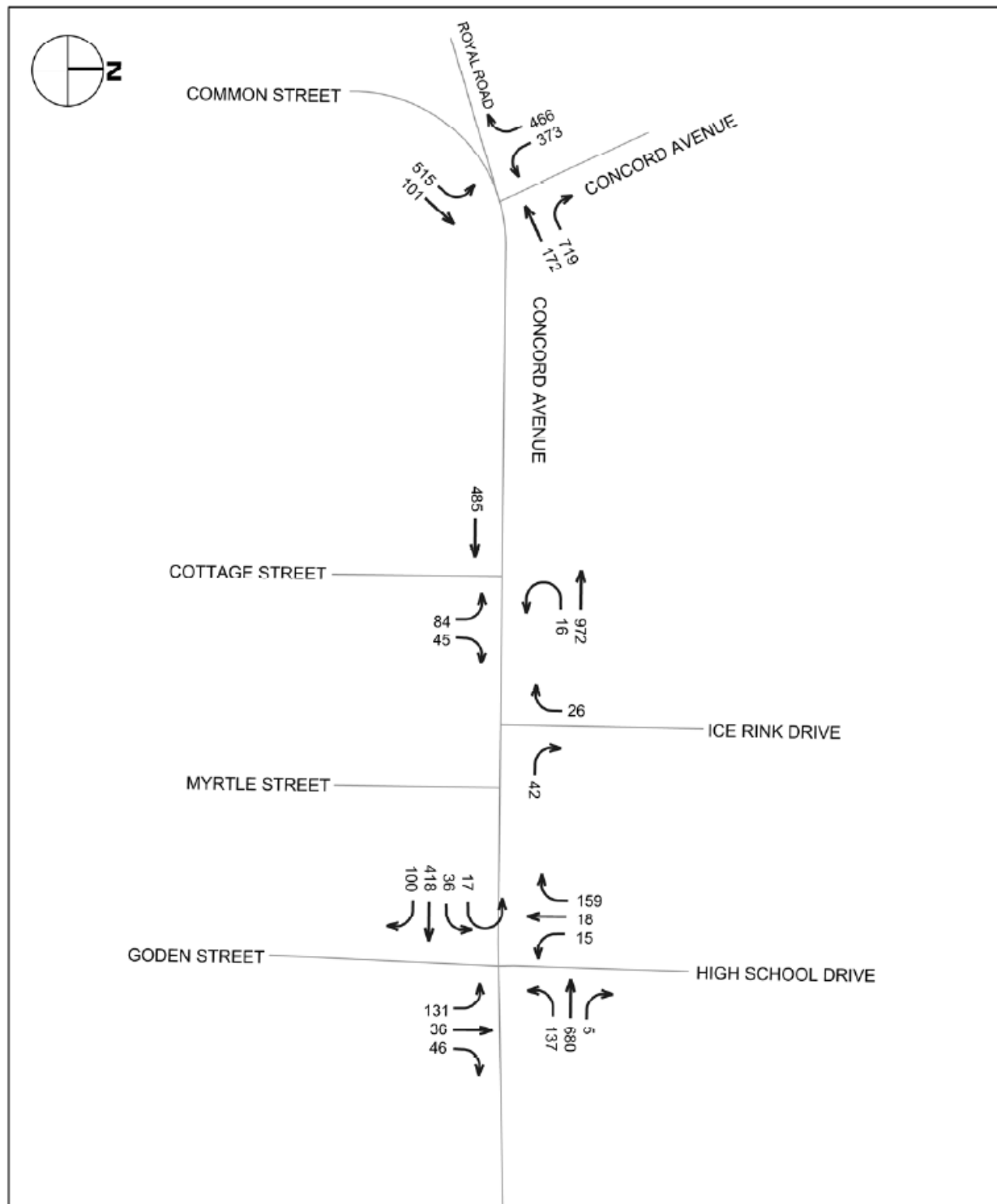
Figure 11  
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Access & Egress Movements - Option 2  
Belmont Ice Rink Study  
Belmont, MA

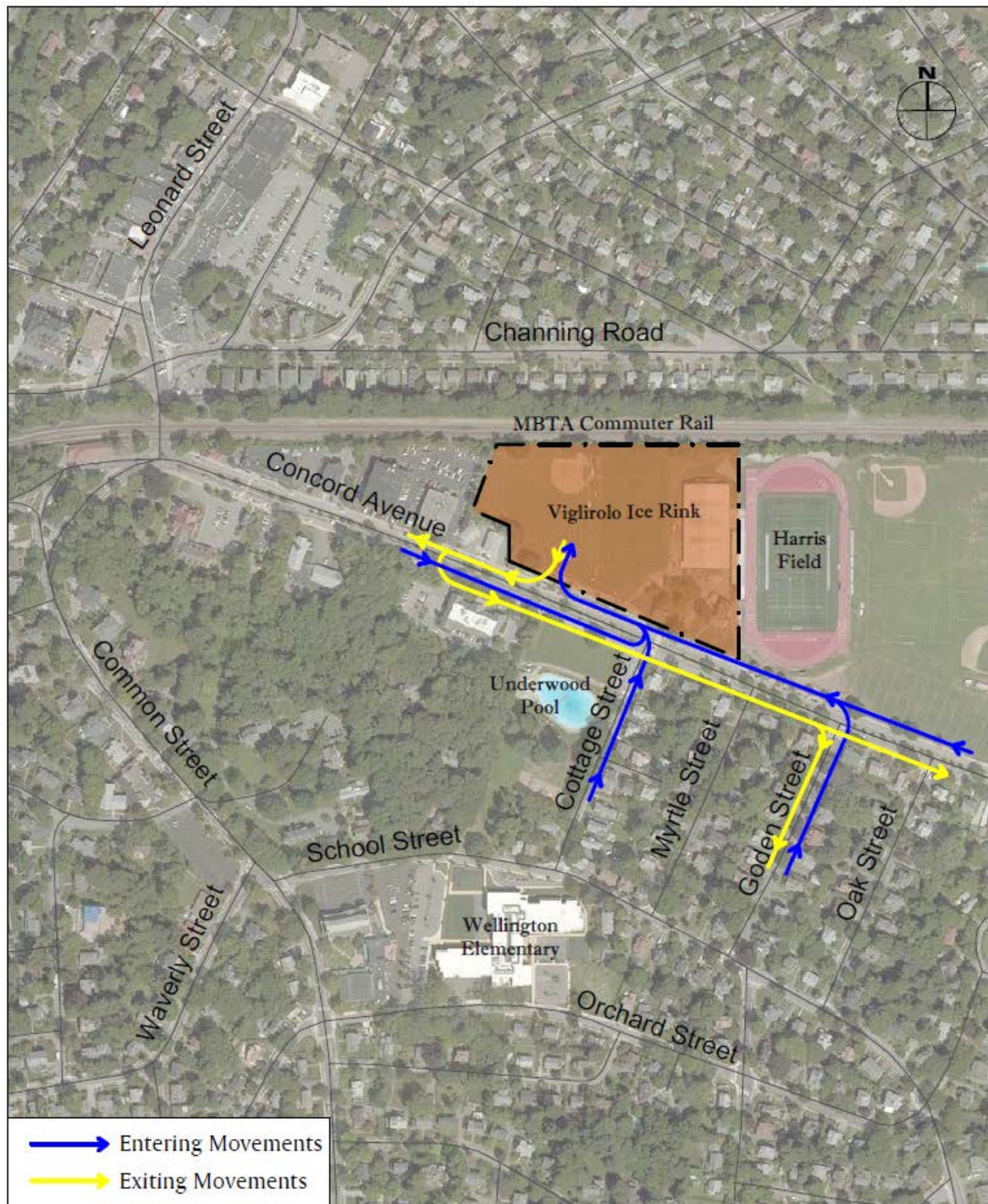
Figure 12  
Not to Scale



2021 Build PM Peak Hour Traffic Volumes - Option 2  
 Belmont Ice Rink Study  
 Belmont, MA

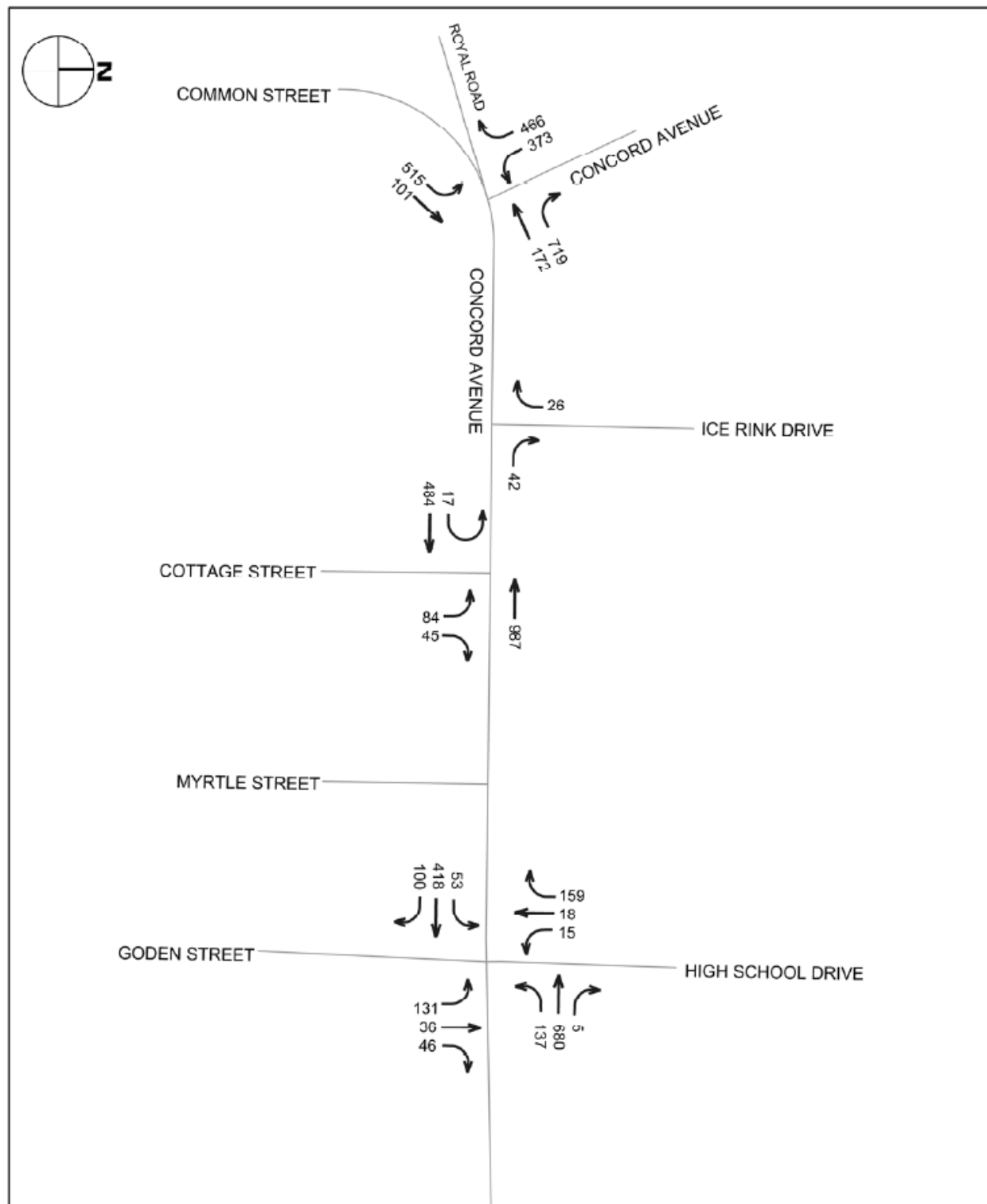
Figure 13  
 Not to Scale





Access & Egress Movements - Option 3  
 Belmont Ice Rink Study  
 Belmont, MA

Figure 14  
 Not to Scale



2021 Build PM Peak Hour Traffic Volumes - Option 3  
 Belmont Ice Rink Study  
 Belmont, MA

Figure 15  
 Not to Scale



## **APPENDIX G**

### **REQUEST FOR PROPOSALS**

### **GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

#### **DESIGN AND SITE PLAN REVIEW**

(§7.3 of the Town of Belmont Zoning By-Law)

##### **7.3.2 Applicability**

The Planning Board shall hear and decide all petitions for Design and Site Plan Review in accordance with the provisions of this Section 7.3.

- a) Design and Site Plan Review is required for any new building, addition or change in use of a predominantly non-residential building greater than 2,500 gross square feet gross floor area in any zoning district, or a proposal that results in the need for six (6) or more parking spaces on the lot or if the proposal reduces the number of on-site parking spaces or changes to the configuration of off-street parking, screening, egress, utilities, drainage or lighting.
- b) For addition or alterations of less than 2,500 gross square feet, the Planning Board may waive any or all of these requirements.
- c) Design and Site Plan Review is not required for those uses which require a Special Permit (for use) from either the Planning Board or the Zoning Board of Appeals. If a Special Permit is required per Section 1.5 of these By-Laws, it shall be obtained prior to the submittal of an application for Design and Site Plan Review.

##### **7.3.3 Application Procedures**

Each application for Design and Site Plan Review shall be submitted to the Office of Community Development (OCD) during regular business hours and shall contain all of the information noted below. Applicants are encouraged to meet with OCD staff planners, abutters to the proposal and informally with the Planning Board to discuss the proposal prior to submittal.

- A completed application form and the applicable fees to address the administrative, advertising and review costs of the Town,
  - An original and thirteen (13) copies of the application package and plans, and
  - Site information as required in Section 7.3.4 below.
- a) Within ten (10) days of receipt of the application package, the Office of Community Development shall provide copies to the Board of Selectmen, Board of Health, Zoning Board of Appeals, Department of Public Works and the Fire and Police Departments requesting written comments prior to the hearing date. The application may also be provided to other appropriate boards or committees (the Traffic Advisory Committee or Conservation Commission for example). Comments received by OCD shall be made available to the Applicant upon request prior to the hearing.

- b) The Planning Board shall hold a public hearing within 45 days of OCD receiving the application. Notice of the public hearing shall be placed in a newspaper of general circulation, by posting at Town Hall and the OCD website at least seven (7) days before the hearing. Notice shall be sent by mail to the Applicant and abutters (within 300 feet) prior to the hearing date.
- c) Within 20 days following the close of the public hearing, the Planning Board shall act on the application. Approval shall require a majority vote of the five (5) members. The associate Planning Board member shall sit on the Board for the purposes of acting on a Design and Site Plan Review application, in the case of absence, inability to act, or conflict of interest, on the part of any member of the Planning Board or in the event of a vacancy on the Board. This time period may be extended at the request of the Applicant.
- d) The Design and Site Plan Review application shall be approved provided that all of the requirements of these By-Laws are fulfilled. The Board may attach reasonable conditions to any approval. An approval does not relieve the Applicant of the responsibility of obtaining other required approvals and/or permits from local boards, state or federal agencies.
- e) If the Design and Site Plan Review application does not conform to the requirements of these By-Laws, the Planning Board shall identify these deficiencies in writing and may deny approval. A new application and hearing process will then be required for further consideration of the proposal.
- f) Any appeal may be filed with Zoning Board of Appeals (ZBA) in conjunction with an appeal from the denial or grant of a Building Permit for the subject site.
- g) No Building Permit shall be issued to the Applicant (or his/her designee) until the Planning Board has filed its written decision with the Town Clerk or after 20 days has elapsed from the close of the public hearing without a decision being filed.

#### 7.3.4 Design and Site Plan Review Submittal Requirements

Each application for Design and Site Plan Review shall include the following information unless, prior to submittal, the Planning Board has determined that certain materials are not germane to the decision being made, and authorizes their omission:

- a) Site plans at a scale of 1"=20' prepared and stamped by a professional engineer (P.E.) or a Registered Professional Land Surveyor (RPLS). (The Board may approve another scale or waive the PE/RPLS requirement in specific circumstances.) The plans shall show all new buildings, additions, adjacent structures, streets, sidewalks and crosswalks and all existing and proposed open spaces. Site development details shall include existing and proposed walls, fences, outdoor lighting, street furniture, new paving and ground surface materials. Points of vehicular and pedestrian access/egress shall be shown. All utilities, easements or service facilities, insofar as they relate to the project, shall be shown. Proposed site grading, including existing and proposed grades at property lines shall be shown.
- b) Building elevations or drawings shall be provided at a scale of 1/8" = 1' or other appropriate scale.
- c) A brief narrative describing the proposal and its potential impacts on its abutters and the neighborhood. The narrative should address issues such as the hours of operation, the

number of seats for restaurants, clubhouses, or places of public assembly, anticipated number and frequency of events at clubhouses, places of public assembly, or anticipated pupil enrollment and use schedule for schools for profit, number of parking spaces, the square footage of the site and buildings, and potential impacts on open spaces. For multi-family proposals the number, type and size of dwelling units should be discussed. The Planning Board may, at its discretion, require an estimate of municipal revenues and costs expected to be generated by the project, including anticipated real estate valuation and public service needs.

- d) The proposed method of stormwater removal accompanied by calculations for a 20-year storm event. All efforts shall be made to meet the most current Department of Environmental Protection Stormwater Management Design Guidelines.

#### 7.3.5 Approval Guidelines:

- a) At its discretion, the Planning Board may require the completion of a Development Impact Report pursuant to Section 7.5 of these By-Laws prior to acting on the application. The Applicant may also be required to receive an Order of Conditions from the Conservation Commission and/or approval from the Board of Health prior to the Planning Board acting upon an application.
- b) The following criteria and requirements shall be fulfilled:
  - The dimensions of the proposed building(s), lot and lot coverage shall comply with the requirements provided in table form per Section 4 of these By-Laws,
  - The arrangement of parking and loading spaces, internal traffic circulation and traffic controls in relation to the proposed uses of the building(s) and adjacent uses shall comply with Section 5.1 of these By-Laws,
  - All Signs shall comply with Section 5.2 of these By-Laws,
  - All Landscaping requirements shall comply with Section 5.3 of these By-Laws,
  - The method to dispose of refuse and other waste if it is not within the structure shall be defined. Screening of exterior dumpsters or similar trash receptacles shall comply with Section 5.3 of these By-Laws, and
  - All Environmental Controls shall comply with Section 5.4 of these By-Laws.
- c) The Board may require that some or all of any conditions of Approval be secured by a deposit of money or an Irrevocable Letter of Credit in the Town's favor. This performance guarantee shall bear a reasonable relationship to the expected costs of completing the specified work being secured.
- d) Design and Site Plan Review Approval shall lapse if on-site construction is not commenced within two (2) years from the date of Approval. If the Approval lapses, a new submittal and hearing will be required.
- e) Upon completion of the project, the respondent shall submit "as-built" plans to Office of Community Development for review. Upon acceptance of the plans by Office of Community Development and the Planning Board, the respondent may submit a written request for a release of the performance guarantee. This provision may be waived by the Planning Board in certain circumstances.

## **APPENDIX H**

### **REQUEST FOR PROPOSALS**

### **GROUND LEASE OF PROPERTY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

#### **DRAFT LEASE**

It is hereby agreed by and between the Town of Belmont, 455 Concord Avenue, Belmont, MA 02478 (hereinafter designated the Town), by and through the Belmont School Committee, and \_\_\_\_\_, having an address of \_\_\_\_\_, hereinafter designated the Lessee, as follows:

#### **ARTICLE I**

##### **Purpose of Lease**

- 1.1 Pursuant to M.G.L. c.30B, the Town solicited proposals for the construction, operation, and maintenance of an ice skating rink. The Town hereby leases to the Lessee the Premises described in Article III below for the purposes of providing for the professional services necessary to construct and for the day-to-day management and operation, in the best interests of the Town of Belmont, of the ice skating rink, and appurtenant facilities, located in Belmont, MA. Said ice skating rink and appurtenant facilities shall not be used for any other purpose by the Lessee or its employees, agents and representatives without the prior written approval of the Town.
- 1.2 It is the intent of the parties hereto that the management and operation of said ice skating rink and appurtenant facilities located on the Premises shall be self-supporting and that all expenses incurred in the course of such operation shall be paid from the revenues derived from the fees charged for programs, goods and services provided by the Lessee. In consideration of the Lessee providing the management and operation services as defined in this Lease, any and all surplus revenue remaining after all expenses associated with the operation of the ice skating rink have been paid, and after payments required by this Lease have been made, shall become the property of the Lessee as a management fee. Additionally, any deficit in revenue to operational expenses shall be absorbed by the Lessee.
- 1.3 Notwithstanding any other provisions of this Lease, the Town shall have no obligation to pay any such expenses.
- 1.4 The Lessee shall exercise due care and diligence in performing under this Lease in accordance with the applicable professional standards in the eastern Massachusetts area.

#### **ARTICLE II**

##### **Incorporation of Documents/Conflicts among Provisions**

- 2.1 The provisions of the Request for Proposals for a Lease to Construct, Manage, and Operate the ice skating rink are incorporated herein by reference. The Lessee submitted by the successful proposal, which is incorporated herein by reference.

2.2 In the event of any conflict among the Lease Documents, the Documents shall be construed according to the following priorities:

|                   |   |
|-------------------|---|
| Highest Priority: | Amendments to Lease (if any)                  |
| Second Priority:  | Lease   |
| Third Priority:   | Addenda to the Request for Proposals (if any) |
| Fourth Priority:  | Request for Proposals                         |
| Fifth Priority:   | Lessee's Proposal.                            |

### **ARTICLE III**

#### Premises

3.1 This Lease shall govern the construction, day-to-day management and operation of the ice skating facility, located at 345 Concord Avenue, Belmont, MA 02478, together with all appurtenant facilities including, but not limited, all refrigeration and ice maintenance equipment, snack bar, pro-shop, and pro-shop inventories and equipment. Said property upon which the ice skating facility and appurtenant facilities are constructed shall hereinafter be referred to as the "Leased Premises". The Leased Premises are hereby leased "as is".

3.2 The Town shall have the right of access to and entry upon all portions of the Leased Premises with reasonable notice and at reasonable times. In the event of an emergency the Town will give such notice of such entry as is reasonable under the circumstances.

### **ARTICLE IV**

#### Term of Lease

4.1 Pursuant to M.G.L. c.40, §3, the initial twenty (20)-year term of this Lease shall commence on July 1, 2020, and shall expire on June 30, 2040. At the end of this initial twenty (20)-year term, the Town shall have the sole right to exercise its discretion to extend the term of this Lease for an additional five (5)-year term, commencing on July 1, 2040, and ending on June 30, 2045. At the end of any such first extension period, the Town shall have the additional sole right to exercise its discretion to extend the term of this Lease for a second additional five (5)-year term, commencing on July 1, 2045, and ending on June 30, 2050. Notwithstanding any provision of this Lease to the contrary, the Lessee shall not enter into any agreement or contract with a third party with respect to the execution of its obligations pursuant to this Lease for a term in excess of the initial twenty (20)-year term under this article.

### **ARTICLE V**

#### Insurance

5.1 The Town will take out and maintain during the term of this Lease and any extension or renewal thereof following insurance with companies and in forms acceptable to the Town and in adequate amounts as shall protect it, performing work covered by this Lease and the Town of Belmont and their boards, commissions, committees, employees, agents, officers, officials, and assigns from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Lease.

5.2 Except as otherwise stated, the mounts of such insurance shall be for each policy, not less than:

- A. Workers' Compensation Insurance: as required by the laws of Massachusetts and Employer's Liability Insurance: not less than \$500,000/\$500,000/\$500,000.
- B. Commercial General Liability Insurance: Written on an occurrence basis including personal injury liability coverage, products - completed operations coverage, premises operations liability coverage, contractor's protective liability and contractual liability insurance, coverage; not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate limit. Extraterritorial and guest clause shall be included.
- C. Contractor's Operation and Professional Services Environmental Liability Insurance: combined single limit not less than \$3,000,000.
- D. Automobile Liability Insurance: Combined Single Limit not less than \$1,000,000 covering all leased, owned, hired and non-owned vehicles.
- E. Excess Liability Insurance: Umbrella Form, not less than \$5,000,000 each occurrence and \$5,000,000 aggregate limit. Excess liability insurance, umbrella form shall be following form, which shall provide coverage over Commercial General Liability Insurance, Employer's Liability Insurance under Workers' Compensation Insurance, Contractor's Operations and Professional Services Environmental Liability Insurance, and Automobile Liability Insurance.
- F. The Town of Belmont shall be named as an additional insured on each such policy of Commercial. General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

5.3 Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Lease and shall operate as an immediate termination thereof.

5.4 All certificates and policies of insurance required hereunder shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company shall mail thereby 30 days prior written notice thereof to the named certificate holder and to the Superintendent of Schools, Belmont School Administration Building, 644 Pleasant Street, Belmont, MA 02478, before such cancellation or amendment shall take place."

5.5 Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Lease. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Lease and shall state that such insurance is as required by this Lease. The Lessee shall make no claims against the Town of Belmont or its officers or employees for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by this Lease.

5.6 The Lessee shall also be required to provide to the Town of Belmont endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess



umbrella liability insurance, umbrella form, which indicate that the Town of Belmont is named as an additional insured on each such policy.

## **ARTICLE VIII**

### Indemnification

- 8.1 The Lessee shall compensate the Town of Belmont for all damage to Town property of any nature arising out of the Lessee's performance under the Lease. To the fullest extent permitted by law, the Lessee shall indemnify, defend, and hold harmless the Town of Belmont and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Lessee of its obligations under this Lease, or the act or omission of the Lessee, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Lessee under the Lease, or which arise out of the violation of any federal, Massachusetts or Town of Belmont statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Lessee or any of its officers or employees regarding the subject matter of this Lease. Said costs shall include, without limitation, reasonable legal costs, collection fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim, cause of action or suit.
- 8.2 Neither the Town of Belmont, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Lease, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Lease, or the violation of any Federal, Massachusetts or Town of Belmont statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Lessee or its employees, regarding the subject matter of this Lease.

## **ARTICLE IX**

### The Lessee's Duties

- 9.1 Program and Staffing. The Lessee shall provide all aspects of management and operation services, as provided in the Town of Belmont's Request for Proposals for a Lease to Manage and Operate the ice skating rink (hereinafter designated "the Request for Proposals"), and the Lessee's proposal to the Town of Belmont dated xx xx, 2019, to ensure operation of the Premises and appurtenant facilities so as to maximize the production of revenues while at the same time ensuring the continuation of a well-balanced recreational program in a well maintained and safe environment. Such services shall include, without limitation, the following:
- A. The Lessee shall develop a program designed to maximize the use of the ice skating rink on a year-round basis. Such program shall include the rental and scheduling of ice time for ice skating school lessons for various levels of proficiency, the rental of ice time to schools, organizations, leagues and other private parties for hockey or recreational skating and the provision of public skating periods at which time residents of Belmont may utilize the skating rink for a nominal charge. Any agreement for rental or scheduling of ice time for a term exceeding six (6) months

shall be subject to the prior written approval of the Town.

The Lessee may charge reasonable fees for such programs, subject to the approval of the Belmont School Committee, to cover the costs of operation and maintenance of the facilities. The Belmont Rink Oversight Committee ("Committee") may review the program and fees at any time, and shall review them at least annually, to ensure compliance with the terms and intent of this Lease. In the first year of the term of this Lease, "prime-time" hourly rental rates may not exceed xx dollars for a fifty (50) minute hour and xx for a sixty (60) minute hour. Any request for an increase in a rate or a fee for a subsequent year of the Lease term will be reviewed by the Committee. The Committee's review shall include consideration of then current costs and projected costs for the year in question. The decision whether to approve a rate increase or a fee increase shall be made by the Belmont School Committee.

Non-prime time hourly rental rates for the first year of any Lease shall be utilized whenever possible for the following groups; Belmont High School Hockey Teams, Belmont Youth Hockey, and public skating.

Throughout the term of this Lease and any extension or renewal thereof non-prime time hourly rates shall not exceed prime time hourly rates.

Any violation of such terms and intent shall be corrected by the Lessee promptly after written notice from the Belmont School Committee. The Lessee further agrees to pursue an aggressive marketing program to promote maximum utilization of available ice time, and shall negotiate and execute contracts for the rental of ice time.

- B. The Lessee shall hire and supervise all full and part-time staff, including but not limited to skating instructors, maintenance personnel with a basic knowledge of operation and maintenance of ice making and mechanical equipment, snack bar and pro shop operators, and clerical and financial staff. The Lessee shall be responsible for the supervision and scheduling of its employees and for the preparation and payment of the payroll for all such employees, including without limitation wages and benefits of employees.

The Lessee shall be responsible for ensuring that all employees are of good character and further shall undertake all lawful means to ensure that no employee has a criminal record which is inconsistent with his/her responsibilities as an employee of the Lessee.

The Town shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Systems Board, and the Sex Offender Record Information' (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Lessee or of a subcontractor of the Lessee who may be at the Arena.

Notwithstanding any other provision of this Lease, the Town may refuse to allow any such employee to work in the Arena if the Town, in its sole discretion, determines that such employee is not suitable for work on the project based upon the results of such CORI or SORI. The Town will keep such information in a confidential file.

The Lessee shall identify in writing all supervisory personnel who shall be assigned to the operation and maintenance of the Premises, including for each person the name, job title and work schedule. There shall be no change to these personnel assignments without the prior written consent of the Town.

- C. The Lessee shall provide services under this Lease as an independent contractor with the Town of Belmont and not as an employee of the Town of Belmont. The Lessee and its employees shall not be entitled to receive any benefits of employment with the Town of Belmont, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.
- D. The Lessee may operate the facility and set any hours of operation, which are acceptable to the Town and which comply with all applicable laws, regulations and Town of Belmont By-Laws. However, the rink shall at least operate between the hours of 7:00 A.M. and 10:00 P.M., seven (7) days a week, from September through April. These minimum hours of operation may only be reduced or altered with the express prior written permission of the Town.
- E. The Lessee shall adhere to the following initial scheduling requirements for the first year of this Lease:
  - 1. Belmont High School shall be offered the following hours every week for its entire high school hockey season:  
Monday 2:45 P.M. - 4:45 P.M.  
Tuesday 2:45 P.M. - 4:45 P.M.  
Wednesday 2:30 P.M. - 3:30 P.M.  
Thursday 2:45 P.M. - 4:45 P.M.  
Friday 2:45 P.M. - 4:45 P.M.  
Belmont High School home games shall be scheduled to start no later than 8:00 P.M.
  - 2. The Belmont Youth Hockey Program shall be entitled to the same number of prime time and non-prime time hours, which it used during the 2018-2019 hockey season.
  - 3. Public Skating shall be scheduled at least two (2) hours per week on either Saturday or Sunday and between the hours of 12:00 noon and 4:00 P.M. from December 1 through March 31.
  - 4. The foregoing hours may not be reduced or altered without the express prior written permission of the Town.

Any change in such schedule shall require the prior approval of the Belmont School Committee.

- F. The Lessee shall insure that all visitors to the ice skating rink, including without limitation players, skaters, coaches, officials, instructors, volunteers, parents, and spectators, shall be treated with respect and shall be able to enjoy the Premises without fear for personal safety or intimidation.

- G. The Lessee shall meet with the Oversight Committee on at least an annual basis for the purpose of review of the foregoing priorities and shall provide the Committee with all reports and information necessary for the Committee to perform its oversight responsibility.
- H. The Town shall conduct a review of the Lessee's performance after one (1) year of operation under this Lease. If in the sole determination of the Town, the Lessee has failed to provide services satisfactory to the Town, the Town may terminate this Lease with no liability to the Town.
- I. In addition, all items set forth in the Lessee's Management and Financial Plan, included with the Lessee's Proposal, which are not set forth in this Lease are incorporated herein by reference.

Any change in such schedule shall require the prior approval of the Belmont School Committee.

## 9.2 Maintenance of the Premises.

- A. Damage by fire and unavoidable casualty excepted, the Lessee shall, at its expense, keep the interior of the Premises and the equipment therein clean, neat and in good order, repair and condition. Except when damaged by fire or other casualty, the Lessee shall keep all glass, including that in windows, doors and skylights, clean and in good condition, and shall replace any glass which may be damaged or broken with glass of the same quality.
- B. The Lessee shall, at its expense, keep the exterior grounds of the Premises, including all parking areas, walkways and entrance areas, and all landscaping, in clean, neat and well-maintained condition. The Town will remove all snow and ice from the exterior of the Premises, including but not limited to, all of the parking areas, driveways, truck ways, delivery passages and common truck areas. Once snow and ice have been removed by the Town, the Lessee agrees to maintain such areas in a condition which will assure safe public access to the Premises and shall immediately treat any ice areas with sand or de-icing agents so as to maintain safe access. The Lessee shall remove all snow and ice from the walkways and entrance areas. The Lessee agrees to save the Town harmless from and indemnify the Town against any and all claims, injuries, losses or damages of whatever nature caused by or resulting from or claimed to have been caused by or to have resulted from the Lessee's failure to maintain such safe access.
- C. The Lessee shall employ staff who are trained in the basics of ice making and knowledgeable about the daily maintenance of the mechanical equipment involved in the ice making process. The Lessee may, in addition, enter into a contract with an outside company for the periodic maintenance and servicing of all refrigeration and mechanical systems.
- D. The Lessee shall store all trash and refuse within the Premises and shall attend to the daily disposal thereof in the manner designated by the Town, shall keep all drains inside the Premises clean; shall service and deliver goods and merchandise only in the manner and areas designated by the Town; and shall conform to all reasonable regulations which the Town may make in the management and use of the building, requiring such conformance by the Lessee's employees.
- E. The Lessee shall make all repairs, alterations, additions, capital improvements, or replacements to the Premises, required by law or by-law, or any order or regulation of any public authority, because of the Lessee's use of the Premises.

The Lessee shall keep the Premises equipped with all safety appliances so required for any such use; and shall comply with the orders and regulations of all governmental authorities, except in the event that the regulation shall be contested by the Lessee in good faith and by an appropriate legal proceeding, but only if the Lessee first provides financial assurance acceptable to the Town to cover any loss, cost or expense which may be incurred by either the Town or the Lessee on account thereof.

- F. The Lessee agrees to pay promptly when due the entire cost of any work to the Premises undertaken by the Lessee so that the Premises shall at all times be free of liens for labor and materials. The Lessee also agrees to procure all necessary permits before undertaking such work and to do all such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements and the Lessee further agrees to indemnify and hold harmless the Town from all injury, loss, damage, or claims to any person or property occasioned by or growing out of such work.
- H. The Lessee shall be responsible for all required permits.
- I. The Lessee is responsible for making repairs and completing all maintenance in a timely fashion.
- J. The Lessee shall not be permitted to make any permanent alterations to the Premises without the prior written approval of the Town.
- K. Authorized representatives of the Town may enter upon the Premises with reasonable notice for inspections. The Lessee shall provide a staff person to access any and all areas and answer any questions in regard to operation of the Premises.
- L. Lease, reasonable wear and tear excepted. At the conclusion of the term of this Lease, or any extension or renewal thereof, or any earlier termination thereof, all leasehold improvements shall be the property of the Town and the Lessee shall yield up all leasehold improvements to the Town.

## 9.2 Financial Responsibilities

- A. The Lessee shall provide for all bookkeeping services and shall be responsible for the collection of all fees and the payment of all bills, charges and rates which by the terms of this Lease are to be paid by the Lessee, including the preparation and payment of any and all state and Federal taxes.
- B. The Lessee shall prepare an annual budget and shall submit the same to the Oversight Committee for review and comment at least one (1) month prior to the beginning of each year of the term of this Lease. In this context "annual budget" shall mean a budget for the period from July 1 through the following June 30.

Said annual budget shall include revenue estimates from all sources, including without limitation rental, public skating events, concessions, snack bar, pro shop, skating schools, and special events; estimated operating costs, including without limitation repairs, maintenance, taxes, insurance, bonds, utilities, overhead and reserves; and payroll and employee costs.

On a semi-annual basis, the Lessee shall submit to the Town a report which compares the annual budget to the actual costs which have been incurred and the actual revenue which has been generated. The Lessee shall submit said report no later than sixty (60) days after December 31 of each year and sixty (60) days after June 30 of each year.

- C. Pursuant to the Request for Proposals, the Lessee has submitted to the Town a detailed financial plan for each of the first five (5) years of the term of this Lease. At least one (I) month prior to the start of the third year of the term of this Lease, the Lessee shall submit to the Town an updated financial plan for the third through the tenth year of the term of this Lease. At the start of any option period (either option period number one (1) for years eleven (11) through fifteen (15) or option period number two (2) for years sixteen (16) through twenty (20)), the Lessee shall submit to the Town an updated financial plan for the duration of said option period.
- D. The Lessee shall cause to have an annual audit for the revenues and expenses of its operations to be prepared by a certified public accountant and shall provide to the Town by March 30<sup>th</sup> of each year of the Lease term and any extension or renewal thereof a report on the operations of the Premises including, but not limited to, independently audited financial statements reflecting the prior year's operations, a complete revenue and expense budget for the fiscal year to begin the following July 1, regarding the skating school program, the ice time rental program, marketing, snack bar operations and pro shop operations, sales and inventories.

### 9.3 Snack Bar, Pro Shop, Related Facilities

- A. The Lessee shall have the option to operate a snack bar on the Premises for the benefit and convenience of the patrons thereof, or to enter into a subcontract for that operation. The Lessee shall be responsible for the maintenance and repairs of all fixtures, furniture, equipment and appliances utilized in such operation. Any subcontract pursuant to the foregoing sentence shall be subject to the express prior written approval of the Town. The Lessee shall obtain at its expense all licenses, permits and approvals which are required for the operation of such a snack bar.
- B. The Lessee shall have the option to operate a pro shop on the Premises or to enter into a subcontract for that operation. Any such pro shop shall provide services in support of the ice skating operation including, but not limited to servicing and repair of ice skating equipment and the sale or rental of ice skating and hockey equipment and apparel. Any subcontract pursuant to the foregoing sentence shall be subject to the prior express written approval of the Town. The Lessee shall be responsible for the maintenance and repair of said pro shop.
- C. The Lessee shall be responsible for the purchase and maintenance of adequate supplies and inventories to support the efficient operation of the snack bar and pro shop.

9.4 Equipment, Furniture and Fixtures. The Lessee shall have the right to install at its own expense such equipment and furniture it considers necessary or desirable, and all such equipment and furniture shall remain the property of the Lessee and shall be clearly labeled as property of the Lessee. The Lessee shall annually provide a list of such furniture and equipment to the Town. The Lessee shall keep all equipment, furniture and fixtures clean, neat and in good order, repair and condition. The Lessee shall be responsible for maintaining and repairing such equipment, furniture and fixtures. Upon the expiration or other termination of this Lease, the Lessee shall have the right



to remove all such equipment and furniture provided that the Lessee shall do so without damage to the Premises and if any damages result from such removal, the Lessee shall be liable to the Town for such damages and shall promptly pay the Town for such damages.

Notwithstanding anything herein contained to the contrary, no equipment shall be placed upon the Premises which will violate or breach any other provisions of this Lease.

9.5 Duties at Expiration/Termination. At the conclusion of the term of this Lease, or any earlier termination thereof, the Lessee shall yield up the Premises and all alterations, additions and improvements thereto and all fixtures, furnishings, floor coverings and equipment in the Premises, which shall thereupon become the property of the Town, clean and in good repair, order and condition, and in at least as good condition as they were on the date of this Lease, or, if applicable, the date of their subsequent installation, whichever occurs later, damage by fire or unavoidable casualty excepted.

9.6 Access of Town for Inspection. The Lessee agrees to permit the Town, its employees or agents to examine and inspect the Premises, and every part thereof, at reasonable times and after prior notice to the Lessee except in an emergency, to determine the conditions of the facilities and to assure compliance with the terms of this Lease. The Lessee shall provide a staff person to provide access to all areas of the Premises and to answer any questions regarding the operation of the Premises.

9.7 The Lessee agrees to pay on demand the Town's reasonable expenses, including without limitation attorney's fees, incurred in enforcing any obligation of the Lessee under this Lease or incurred on account of any default by the Lessee under this Lease.

9.8 Negative Covenants.

- A. The Lessee agrees not to assign or otherwise transfer its duties and obligations under this Lease without obtaining on each occasion the express prior written approval of the Town.
- B. The Lessee agrees not to injure, overload, deface or otherwise harm the Premises; not to commit any nuisance; not to permit the emission of any objectionable noise or odor; not to permit the improper storage, handling, transportation or disposal of hazardous materials, not to burn any trash or refuse; not to sell, display, distribute or give away any alcoholic liquors or beverages to be brought onto the Premises or to be consumed therein; not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance or which will invalidate or increase the cost of any of the Town's insurance; not to use any advertising medium which may constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radio or television broadcasts in a manner to be heard outside the Premises; not to do any act tending to injure the reputation of the building or the Town; not to sell or display merchandise on, or store or dispose of trash or refuse on, or otherwise obstruct, the driveways, walks, or parking areas outside the building.
- C. The Lessee further agrees not to make any alterations or additions to the Premises without on each occasion obtaining express prior written consent of the Town.

## **ARTICLE X**

### Utilities

11.1 Telephone. The Lessee shall make its own arrangements for telephone service and shall promptly pay therefor, including the cost of installation. The Lessee shall indemnify the Town against any liability or damages for such accounts.

11.2 Heat and Other Utilities. Notwithstanding anything herein to the contrary, the Lessee shall pay all charges for gas, electricity, light, heat, power, water, sewer, and all other utilities and community services used, rendered or supplied upon or in connection with the Premises. The Lessee shall indemnify the Town against any liability or damages for such accounts.

## **ARTICLE XI**

### Town's Duties

12.1 Condition of Premises. The Town will deliver the Premises to the Lessee in condition as described in the Request for Proposals.

12.2.1 Limitation of Town's Duties. The Town shall not be required to supply any service to the Premises except as expressly provided in this Lease, and shall not be liable to anyone for interruption of an agreed service due to any accident, to the making of repairs, alterations or additions, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies or to any other cause beyond the Town's reasonable control. All personal property from time to time upon the Premises shall be at the sole risk of the Lessee.

## **ARTICLE XII**

### Damage and Destruction

13.1 In case the Premises or any part thereof shall be damaged or destroyed by fire, or ordered to be demolished by the action of any public authority in consequence of a fire, or damaged by other casualty, this Lease shall, unless it is terminated as provided below in this Section, remain in full force and effect and the Town will, at its expense, proceeding with all reasonable dispatch, repair or rebuild the Premises so as to restore them (not including the Lessee's furniture, furnishings, floor coverings and equipment) to the condition they were in immediately prior to such damage or destruction, but the Town

- (a) shall not be responsible for any delay which may result from governmental regulations, inability to obtain labor or any other materials or any other cause beyond the Town's reasonable control, and
- (b) shall not be required to expend in such repair or rebuilding more than the proceeds of insurance, if any, recovered or recoverable with respect to the damage or destruction. The Lessee shall at its expense, proceed with all reasonable dispatch to repair or replace such of its furniture, furnishings and floor coverings. In the event the Premises and/or the buildings in which the Premises are situated are destroyed (in whole or substantial part) by fire or other casualty, the Town may terminate this Lease at its sole election by notice in writing to the Lessee given as hereinafter provided within seventy-five (75) days after such destruction or damage.

### **ARTICLE XIII**

#### Defaults by the Lessee and Remedies

14.1 Defaults. This Lease is made on the condition that if any failure to pay money due to the Town continues for more than thirty (30) days after the due date, or if any default by the Lessee continues for more than sixty (60) days after written notice from the Town, or if the Lessee records this Lease or notice of this Lease in any Registry of Deeds or Registry District of the Land Court, or if the Lessee makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition filed against the Lessee is not dismissed within ninety (90) days, or if the Lessee's interest in this Lease is taken on execution or other process of law in any action against the Lessee, then the Town may immediately or at any time thereafter and without demand or further notice enter and assume operation of the Premises, without prejudice to any other remedies, and thereupon this Lease shall terminate. In the case of such termination by legal proceedings for default, the Town may remove all the Lessee's property from the Premises forcibly if necessary and without being deemed guilty of any manner of trespass and may store them in any public warehouse, all at the expense and risk of the Lessee, and the Lessee shall pay to the Town upon termination as liquidated damages in one (1) lump sum the total of all monies then in the possession of the Lessee or due and payable to the Lessee under any contract or other Lease executed by the Lessee in the exercise of its duties under this Lease.

14.2 Right to Cure Defaults. Either party may, but shall not be obligated to, cure, at any time, without notice, any default by the other party under this Lease; and whenever either party so elects, all reasonable costs and expenses incurred by said party in curing a default shall be paid by the other party on demand.

14.3 Effect of Waiver of Default. No consent or waiver express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant condition or duty.

### **ARTICLE XIV**

#### Miscellaneous Provisions

15.1 Energy Conservation. The Lessee agrees to enforce all energy conservation measures which the Town or Town and the Lessee may agree to and to construct the skating rink to the highest energy conservation standards.

15.2 Notice from one (1) Party to the Other. Any notice to the Town or to Lessee shall be given in writing and shall be deemed duly served if hand-delivered or if mailed, postage prepaid, by registered mail or certified mail, return receipt requested, addressed, if to the Town, to the Belmont School Committee, School Administration Building, 644 Pleasant Street, Belmont, MA 02478, with a copy to George Hall, Jr., Anderson & Kreiger, LLP, 50 Milk Street, 21st Floor, Boston, MA 02109, and if to Lessee, to the Leased Premises, or to such other place as either party may designate by written notice to the other party.

15.3 Compliance with Laws. The Lessee shall comply with all provisions of Federal,

Massachusetts and Town of Belmont laws applicable to his work including without limitation statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act, as amended, and related regulations, as amended, in effect throughout the term of this Lease and any extension or renewal thereof. Without limitation, the Lessee shall comply with the provisions of Chapter 149, Sections 26 to 27D of the Massachusetts General Laws, as amended, the so-called Prevailing Wage Law, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Lease shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

15.4 Nondiscrimination. The Lessee shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Lessee shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.

15.5 Choice of Law. This Lease shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts. Any action at law or suit in equity instituted by the Lessee as a result of the performance, non-performance or alleged breach of this Lease shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.

15.6 Other Agreements. There are no oral or written agreements between the Town and the Lessee affecting this Lease.

15.7 Table of Contents. The Table of Contents, the titles of the several articles and sections contained herein are for convenience only and shall not be considered in construing this Lease.

15.8 Meaning of Terms. Unless repugnant to the context, the words "Town" and "the Lessee" appearing in this Lease shall be construed to mean those named above, their respective heirs, executors, administrators, successors and assigns, and those claiming through or under them, respectively. Whenever the singular is used and when required by the context it shall include the plural and the neuter gender shall include the masculine and feminine.

15.9 Relationship of Parties. The Town shall not be deemed, in any way or for any purpose, to have become, by the execution of this Lease for any action taken thereunder, a partner of the Lessee in its business or otherwise or a joint venturer or a member of any joint enterprise with the Lessee.

15.10 Joint and Several Obligations. If there be more than one (1) Lessee, the obligations imposed by this Lease upon the Lessee shall be joint and several.

15.11 Amendment. This Lease may be amended only by instrument in writing executed by the Town and the Lessee.

15.12 Assignment. The Lessee shall not assign in whole or in part this Lease or in any way transfer any interest in this Lease without the prior express written approval of the Town.

The Lessee shall not assign any money due or to become due to the Lessee unless the Town of Belmont shall have received prior written notice of such assignment. No such assignment shall relieve the Lease of its obligations under this Lease.

15.13 Binding Effect. The provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

15.14 Confidentiality. The Lessee shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Lessee has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.

15.15 Invalidity/Severability. If any provision, or portion thereof, of this Lease shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.

15.16 Media Relations. The Lessee shall not represent or purport to represent that it speaks for the Town vis-a-vis the media or the public at-large without the Town's express, written consent in advance.

15.17 No Boycott. The Lessee shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 15IE of the Massachusetts General Laws.

15.18 No Waiver. The failure of either party to insist upon the strict performance of any provision of the Lease shall not constitute a waiver of compliance with the remaining provisions of this Lease.

15.19 No Warranties. The Lessee hereby acknowledges that it has not been influenced to enter into this Lease, nor has the Lessee relied upon any warranties or representations not set forth in this Lease, including the Request for Proposals.

15.20 Non Collusion. By entering into this Lease the Lessee certifies under penalties of perjury that its Proposal was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

15.21 Tax Compliance and Other Statutory Certifications.

- A. By entering into this Lease, the Lessee hereby certifies, pursuant to M.G.L.c.62C, §49A, that it is in compliance with all laws of the Commonwealth of Massachusetts pertaining to taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.
- B. By entering into this Lease, the Lessee acknowledges that the Massachusetts Conflict of interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Lessee with respect to its performance under this Lease. The Lessee and its officers, employees, agents, contractors, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- C. By entering into this Lease, the Lessee hereby certifies that, pursuant to M.G.L. c.7, §40J, it shall make any required disclosure of beneficial interest in real property.
- D. To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this Lease, any statutorily-mandated provisions contained herein shall control.**



This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Town of Belmont

Belmont, MA 02478

Attention:

With a copy to: Town Counsel  
Street Address  
City, MA XXXXX

Lessee:

With a copy to:

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**LESSOR:**

TOWN OF BELMONT,  
a Massachusetts municipal corporation

**LESSE:**

X  
X

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID#:-----

**APPENDIX I**  
**REQUEST FOR PROPOSALS**  
**LEASE OF REAL ESTATE**  
**FOR WIRELESS TELECOMMUNICATIONS FACILITY**

**DISCLOSURE STATEMENT**

Under the provisions of  
M.G.L. C. 7C, s. 38

This Disclosure Statement is made pursuant to the provisions of Massachusetts General Laws Chapter 7C, Section 38, which requires that where real property shall be rented or sold to, or rented or purchased from the Town of Belmont, this Statement, signed under the penalties of perjury, be filed by the licensee, lessor, lessee, seller or purchaser (as the case may be) with the Massachusetts Commissioner of Capital Asset Management and Maintenance.

Such agreement to sell or lease shall not be valid, nor shall any payment be made thereunder, until the parties have fully complied with this Section 38.

1. The real estate matter to which this Statement is made is:

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2. The true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property are as follows, identifying any such person who is an official elected to public office in the Commonwealth of Massachusetts and the office held.

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3. During the term of a rental agreement, any change of interest in such property shall require full disclosure under this Section 38.

**APPENDIX J**

**REQUEST FOR PROPOSALS**

**GROUND LEASE OF PROPERTY  
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

**STATEMENT OF TAX COMPLIANCE**

Pursuant to M.G.L. Chapter 62c, Section 49A, I certify under the penalties of perjury that this firm, to the best knowledge and belief, has filed all State Tax returns and paid all State Taxes required under law.

\_\_\_\_\_  
Federal Identification Tax Number

\_\_\_\_\_  
Name of Entity submitting proposal, whether individual, partnership, corporation, joint venture or other business or legal entity.

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Address  
  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

By \_\_\_\_\_  
Authorized signature of entity submitting proposal

\_\_\_\_\_  
Signer's duly authorized position, office or title

**APPENDIX K**

**REQUEST FOR PROPOSALS**

**GROUND LEASE OF PROPERTY  
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF AN ICE SKATING RINK**

**CERTIFICATION OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Entity submitting bid, whether individual, partnership, corporation, joint venture or other business or legal entity.

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Address  
  
\_\_\_\_\_

\_\_\_\_\_  
Telephone

By

\_\_\_\_\_  
Authorized signature of entity submitting proposal

\_\_\_\_\_  
Signer's duly authorized position, office or title