

## Jack Dawley

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**From:** Hummel, Robert <rhummel@belmont-ma.gov>  
**Sent:** Tuesday, October 12, 2021 2:54 PM  
**To:** Jack Dawley  
**Cc:** Alan Aukeman  
**Subject:** FW: [EXTERNAL]Landscape Issues for Meeting on October 19th

Landscaping follow up questions for the 19<sup>th</sup>

1. Abutter screening during construction
2. Conservation area access plan
3. Near-term landscape plant guarantee
4. Long-term maintenance care plan for public areas

Thanks,  
Robert Hummel

Robert Hummel | Senior Planner  
Town of Belmont | Planning Division  
19 Moore Street, 2nd Floor | 617-993-2666



SEE ATTACHED  
MEMO DATED  
10-19-21

October 19, 2021

**Landscaping follow up questions for the 19<sup>th</sup> – Applicant Responses**

1. Abutter screening during construction

Tab #11 of the D&SP Application contains a proposed/draft Construction Management Plan, which has yet to be reviewed by the Board, whose aim is to minimize impacts to the community, abutting property owners, open space lands and the public. The submitted CMP should at this date be considered 'Draft' and requires updating as a result of discussions during the Public Hearing process as well as with other Town Boards, Committees and abutting residents. To that end, one of the documents employed for the Woodlands project, which was embedded into the CMP was a "Temporary Construction Fencing" plan, copy attached. The CMP will be updated and will include an updated version of a Construction Fencing program for the Board's consideration.

Nonetheless, a few broad comments with respect to abutter screening:

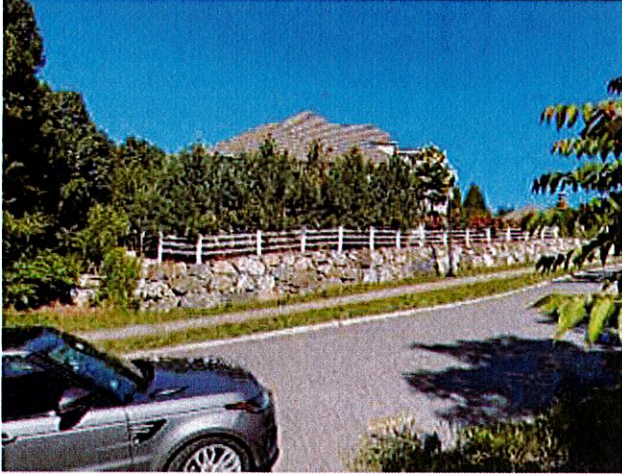
- a. Olmsted drive will remain open during construction from top to bottom for pedestrian and vehicular and emergency access for/to Zones 2, 4 & 5.
- b. Construction fencing will be erected along the inside edge of Olmsted to 'fence off'/'secure' the Zone 3 construction area(s) from unauthorized after work hour access. Swing access gates at each of the 5 curb cuts will be installed to provide access into the Z-3 site from Olmsted Drive.
- c. The townhouse buildings 1, 2 and Chapel area areas will be similarly fenced to enclose the staging, site work and vertical construction activities.
- d. Woodlands, Hospital and public facing fencing will be installed with a fabric mesh screening.
- e. As requested by the Land Management Committee the southern and eastern property boundaries will be fenced. These interfaces will also be bounded with erosion controls to prevent construction spillover into the Open Space lands.

Construction fencing layout and construction access will be modified as areas are brought to completion.

Vegetative buffering at Zone 2 interface:

- a. Note – the property line between Zone 2 and Zone 3 is located just east of the wooden rail fence paralleling the western edge of the Olmsted sidewalk and the base of the stone retaining wall south of the South Cottage Lane Emergency Access Gate – see photos #1-5.

**Photo #1-Southern end of Woodsland/Olmsted Property Line**



**Photo #2 – Existing planting @ Woodlands Eckert Unit**



- b. When built, the eastern boundary of Zone 2 – the Zone 2/3 interface – was designed and planted to provide a vegetative landscape buffer to Zone 3 – anticipating the future development of Zone 3 and to provide Northland's prospective purchasers of the most directly abutting units a buffer from Olmsted Drive and beyond. Such planting has matured substantially since planting 7-8 years + ago – see photos #1-5.



**Photo #3 – Zone 2 (left of fence) – Zone 3 (right of fence) – Fence Line = Property Line**



**Photo #4 – Zone 2/3 Property Boundary at Eckert/Rome Building**



**Photo #5 – Northern end of Woodlands interface with Zone 3**



- c. The submitted drawings show the proposed addition of street trees along the west side of Olmsted in the parkway strip south of the South Cottage Road emergency access lane and north of the Meadow Lane emergency access connection. These are the primary spaces available for planting along the west side of Olmsted within Zone 3. Further planting can occur along this interface, if space permits (there is very little) and if the Condominium Trust authorizes any work on Trust property within Zone 2. We are not saying that we are unwilling to provide additional buffering along this edge, however, the existing vegetation planted in anticipation of Zone 3 development occupies the very space such planting would be desired and is serving the intended function.
- d. Along the eastern edge of Olmsted Drive opposite Zone 2, the submitted drawings show a similarly planted buffer starting behind the proposed townhouse Building #7. This buffer is composed of new planting and existing vegetation to be preserved. Much of the Planning Board's time has been taken over the past several months examining this area and the site and building design was advanced in direct examination of these buffering concerns. Building #7 was shifted further away from Olmsted to increase the area available for planting and to lower the elevation of Building #7. The illustrative view of Building #7 presented in that discussion is included below. See also the Landscape presentation of 9/21/21.
  - o The existing vegetation will be protected and preserved during construction so there will be protective fencing both along Olmsted and inboard of the vegetation within Zone 3.
  - o The proposed plantings will be installed concurrent with the completion of nearby buildings.
  - o Plant selection will be a mixed of native overstory and understory trees, shrubs, and herbaceous planting in keeping with the existing plant communities in the areas to be preserved and in the surrounding open spaces as per the Land Use Committee's recommendation.



**Building #7, View from Olmsted Drive, opposite Zone #2:**



- e. Landscape buffering at buildings 1 & 2 will continue the look and feel of the plantings and landscape treatment along the western edge of Zone 2. These homes will present to Upham Bowl in the same way the Woodlands homes look on to the Bowl and they share the same relationship to the sidewalk along Olmsted from Waverley Square that continues on to the Hospital. Again, see the submitted drawing along with Photos #1-5 below.
- 2. Conservation area access plan
    - a. See correspondence between applicant and LMC, dated Wednesday October 13<sup>th</sup> – no response as yet. (attached)
  - 3. Near-term landscape plant guarantee
    - a. The following language was drawn from the D&SP approval, Conditions of Approval, for the Woodlands project – we propose the same language, as adapted for the application at hand, be utilized in the present.

Northland/Applicant is responsible for the survival of all new landscaping planted in connection with its (the) project for two years from the date of installation or the issuance of a Certificate of Occupancy for the last dwelling (unit/building) within each Subdistrict, whichever is later. The Building Commissioner or his designee shall inspect all landscaping two (2) years after planting. All dead, damaged or diseased trees planted in connection with the project shall be planted on a “one to one: basis of equal size and quality. Only after inspection and replacement (if necessary) shall the performance guaranty securing satisfactory completion of the landscaping be released.

The performance guarantee Northland/Applicant provides for the construction and completion of specified elements of the project shall include \$50,000 for each Subdistrict to assure the planting of nursery stock within each Subdistrict.

4. Long-term maintenance care plan for public areas

- a. Long term maintenance of the grounds and infrastructure will be governed by three governance documents and the responsibility of three bodies.
  - i. **REA - Olmsted Drive** – Per the of record Declaration of Reciprocal Easements and Restrictions – the REA – *Zone 3 is responsible for the maintenance of Olmsted Drive*, see Attached Article 3, Operation and Maintenance of Common Driveways and Emergency Access Drives - Subsection 3.2.1 – *with such costs borne between the owners of Zones 3 & 4 uniquely – Section 7*. The same applies to the Common(ly) (used) Utility Facilities that exist in Olmsted Drive – section 3.3.1.
    1. Copies of the cited sections are attached. Entire document is contained in the submitted application.
    2. The Maintenance responsibilities for OD are listed below in abbreviated form from Section 3.2.1 (a-h) of the REA.
      - a. Repair cracks, potholes, repave, restripe as necessary
      - b. Remove debris from OD
      - c. Clear ice and snow
      - d. Maintain lighting
      - e. Maintain and provide signage
      - f. Maintain and replant landscaping along OD and maintain irrigation along OD (there is none at present)
      - g. Maintain drainage facilities
      - h. Maintain traffic monitoring devices
    3. The Olmsted Drive access corridor inclusive of the roadway, sidewalk, road shoulders, entrance area at Pleasant Street and associated utilities will be maintained by the Zone 3 development entity. The Zone 3 owner will in turn bill Zone 3,4,5 and 2 to the extent applicable for the associated costs.
    4. The road shoulders of OD beginning at Pleasant Street on up have been minimally maintained by Mclean over the past 8+ years and require clean up and likely some landscaping. Encroachment of invasive species trees at the entrance area will be removed.
    5. Existing stone walls, signage, guard rails, curbing, lighting and landscaping all will require a freshening up.
    6. Irrigation of the OD road shoulders is not in place nor proposed.
    7. Prospective Open Space access trails and trail head improvements will be installed and managed by the Land Management Cmte.



- ii. **Zone 3 Declaration of Easement and Covenants** – A new ‘Zone 3 Declaration of Easements and Covenants’ will be required to memorialize pedestrian, vehicular and emergency access rights and associated maintenance responsibilities by and among the two Subdistrict parcels (Sub A & B). This, to be drafted document will layout the snow plowing, grounds maintenance, signage, lighting and common area maintenance related needs, responsibilities and cost sharing arrangement among the two Subdistrict parcels and the rights, responsibilities and obligations imposed by the REA.
- iii. **Condominium Master Deed – Subdistrict A** - (for-sale townhouse area) – prior to the conveyance of the first condominium unit, a Condominium Master Deed will be recorded that will layout the responsibilities of the prospective Sub A Condominium Trust and its unit owners. These will include snow plowing, grounds maintenance, signage, lighting and common area maintenance related needs.

5. Snow Removal:

- a. Snow removal will be managed by
  - i. The Subdistrict A – Condominium Trust
  - ii. The Subdistrict B – Multi-Family Apartment Owner, and
  - iii. The Governing Board of the Zone 3 Declaration of Easement & Covenants
- b. Snow removal will performed as it is in any other residential or commercial area. Streets and driveways will be cleared to the curb, and sidewalks and walks will be cleared, moving any spillover accumulation further beyond the edges of travel ways. No centralized snow collection areas are required, nor areas designated to function as such. If accumulated snow poses a safety concern it will be pushed back and/or removed from site where and when necessary.



**McLean Development District  
Temporary Construction Fencing  
Site Plan Conditions**

**I. Temporary Construction Fencing: Purpose**

The attached narrative shall govern the installation, maintenance and removal of temporary construction fencing throughout the various districts within the McLean Zoning District. The installation of temporary construction fencing shall be required for any and all proposed construction activities to insure public safety, to secure the site from after hour visitors, for the protection of existing natural vegetation at the perimeter of construction zones and to protect and preserve existing specimen trees and/or clusters of existing trees and vegetation within construction zones and to protect public and private open space from construction activities. In general, and as further detailed below, temporary construction fencing shall be installed after the receipt of building permits for any particular zone, or area within a zone but prior to the commencement of any construction activities, including but not limited to ground disturbance, clearing, grading, demolition, earthwork activities, and such temporary construction fencing shall be maintained in its original condition throughout the duration of construction activities. The removal of temporary construction fencing shall coincide with the initiation of final site grading and the spreading of loam.

**II. Temporary Construction Fencing: Product Specification**

All construction activities shall utilize 6' high temporary construction fence erected and supported by 8' high x 2" OD galvanized posts, spaced a maximum of 10'- 0" apart and pneumatically driven into the ground approximately 24" deep. The chain link fabric shall be galvanized 2" mesh x 11 gage wire. See attached product description "Exhibit A."

Temporary construction fence of the same specification, but erected on feet as opposed to ground driven posts (portable temporary construction fence) may be utilized in particular instances where it is deemed advantageous to the protection of vegetation, individual specimen trees or short duration construction activities, such as cross country utilities. In such instances the technical specification of the temporary construction fence shall remain the same, with the exception of the support posts which will be terminated with a structural foot. See attached product description "Exhibit B."

As an alternate option, some temporary heavy duty plastic safety and construction fencing may be 4' high, erected and supported by 6' high X 12 gauge heavy weight steel "U" posts with self fastening lugs spaced a maximum of 8' - 0" apart and pneumatically driven into the ground approximately 24" deep. See attached product description "Exhibit C." This alternate fencing may be used at interfaces other than those bordering public or private open space or within 100 feet of the boundary with public or private open space. Such alternate fencing may be used at interfaces between construction zones of different developers and between developer



zones and the McLean Institutional Subdistrict or as designated tree protection.

### **III. Temporary Construction Fencing: Installation Zones 1A, 1B, 2, 3, 4**

Prior to any ground disturbance, building demolition or related construction activities, the contractor/developer/owner shall prominently delineate the property zone boundary by hanging surveyors flagging labeled "Property Boundary" at not more than 10' intervals. In addition, prior to any ground disturbance, building demolition or related construction activities, the contractor/developer/owner shall cause to be installed at the Limit of Work and at the drip edge (**wherever feasible**) of individual trees to be saved or clusters of trees to be saved, a 6' high temporary construction fence. Such fence will be installed in such a way to minimize the disturbance to existing vegetation.

The temporary construction fence shall be installed on 2" OD galvanized posts driven into existing soil to minimize impact to existing soil and facilitate easy removal. 2" x 11 gauge galvanized wire mesh fabric shall be secured to the posts with 9 gauge aluminum ties and a 7 gauge top tension wire shall be installed approximately 12" down from the top of the fence to ensure the vertical integrity of the fence. The alternate heavy duty plastic fencing may be installed in certain locations as outlined above in section II. In locations where portable temporary fencing is deemed advantageous it shall be installed along the edge of work or drip-line, whichever is greater.

Following the installation of the above described temporary construction fence, the contractor/developer/owner shall notify The Belmont Office of Community Development to schedule a pre-clearing site inspection. No further work shall be permitted until The Office of Community Development has issued a written "Notice to Proceed" order.

In developments areas such as Zones 1A, 1B, 2 in which construction activities are expected to occur in Phases, the installation of temporary construction fencing shall be permitted to be phased-in under the direction of The Office of Community Development. However, as a general rule, areas in which construction related activities necessitate clearing or earthwork shall require perimeter construction fencing and Tree Preservation construction fencing prior to initiation of such work.

### **IV. Temporary Construction Fencing: Monitoring and Maintenance**

Installed temporary construction fencing shall be maintained in its original condition throughout the duration of construction activities for which it is related. The contractor/developer/owner shall inspect the construction fencing on a weekly basis and make any repairs to return it to its original condition within 24 hours. Also, any repairs ordered by the Office of Community Development shall be completed within 24 hours of such order. **After initial installation, it may be necessary to adjust location of construction fencing if the Limit of Work needs to be altered. Approval of the Office of Community Development shall be obtained before such adjustments are made.**



## V. Temporary Construction Fencing: Removal

### Zones 1A, 1B, 2:

Removal of temporary construction fence, both at the Limit of Work and that protecting trees and/or clusters of trees shall be initiated only upon the commencement of final site grading and the spreading of loam. Fence removal shall be permitted to occur in a phased removal manner, provided all major earthwork and exterior building related improvements are complete. In no case shall temp fence be removed until the exterior of the building has been sided, roofed and the installation of sheetrock/plastering activities have been completed. The scope and limits of fence removal shall be approved in advance of removal activities by the Office of Community Development.

### Zones: 3, 4:

Removal of temporary construction fence, both at the Limit of Work and that protecting trees and/or clusters of trees shall be initiated only upon the commencement of final site grading and the spreading of loam. Fence removal shall be permitted to occur in a phased removal manner, provided all major earthwork and exterior building related improvements are complete. In no case shall temp fence be removed until the exterior of the building has been sided, roofed **and is substantially complete. In the case of these buildings, interior build out of occupant or tenant space may obviously take place over an extended time frame, that does not require maintenance of exterior temporary construction fencing.** The scope and limits of fence removal shall be approved in advance of removal activities by the Office of Community Development.

### Other areas:

Removal of temporary construction fence, both at the Limit of Work and that protecting trees and/or clusters of trees shall be initiated only upon the commencement of final site grading and the spreading of loam. Fence removal shall be permitted to occur in a phased removal manner, provided all major earthwork are complete. The scope and limits of fence removal shall be approved in advance of removal activities by the Office of Community Development.

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

### ARTICLE 3

*Zone 3 Responsible  
for OD*

### MAINTENANCE AND OPERATION

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

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

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

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



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

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

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

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

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

(g) Maintain drainage facilities in Olmsted Drive.

(h) Maintain traffic counting facilities.

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

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

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

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

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

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

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

(g) Maintain drainage facilities in McLean Drive.

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

Reviewing Owners shall either issue such certificate or provide the requesting Owner with a written statement indicating why such Improvements do not comply and what corrections are necessary to make them comply.

6.4. Failure to Act. If any of the Reviewing Owners fails to either approve or disapprove the Design Plans within the specified thirty (30) day period, or to grant or deny a certificate of compliance within the specified fifteen (15) day period, then the Design Plans shall be deemed approved by such Reviewing Owner, or the certificate shall be deemed approved by such Reviewing Owner, as the case may be. An affidavit of any Owner of record setting forth its submission of the Design Plans or request for certificate of compliance, stating a Reviewing Owner's failure to act and either identifying the applicable Design Plans or attaching copies stated to be true copies shall, when duly recorded, be conclusive evidence to any third party relying thereon that the Design Plans have been deemed approved or the certificate deemed granted (as the case may be), by the Reviewing Owner who failed to act.

6.5. Aggrieved Owner. Any disapproval of the Design Plans or conditional approval thereof, or failure to grant a certificate of compliance with respect thereto, may be submitted to arbitration by an aggrieved Owner pursuant to Section 11.20.

#### ARTICLE 7

#### COMMON EXPENSES AND CHARGES

7.1. Common Charges. "Common Charges" as used herein shall mean each Owner's share of Common Expenses for any given time period. Each Owner's share of Common Expenses shall be determined by adding each product of (i) Common Expenses incurred during such time period in respect of each category of costs set forth below, and (ii) such Owner's respective percentage set forth below.

<u>Category of Costs</u>	<u>Owner's Share</u>
<u>Olmsted Drive.</u> Common Expenses relating to Olmsted Drive and Ancillary Infrastructure appurtenant thereto.	Zone 3: 50% Zone 4: 50% <u>3 6.66 4</u>
<u>McLean Drive.</u> Common Expenses relating to McLean Drive and Ancillary Infrastructure appurtenant thereto.	Zone 1A: 4% Zone 1B: 3% Zone 2: 8% Zone 5: 85%



<u>Zone 1B Driveway.</u> Common Expenses relating to the Zone 1B Driveway and Ancillary Infrastructure appurtenant thereto.	Zone 1A: 60% Zone 1B: 40%
<u>McLean Pedestrian Easement.</u> Common Expenses relating to Ancillary Infrastructure located in the McLean Pedestrian Easement Area.	Zone 2: 25% Zone 3: 25% Zone 4: 25% Zone 5: 25%
<u>Common Utility Facilities.</u> Common Expenses relating to the Common Utility Facilities.	
The Sewer System	Upstream of first Zone 3 connection point: Zone 4: 50% Zone 5: 50%  From first Zone 3 connection point to Zone 2 tie-in: Zone 3: 33.33% Zone 4: 33.33% Zone 5: 33.33%  From Zone 2 tie-in to Pleasant Street: Zone 2: 25% Zone 3: 25% Zone 4: 25% Zone 5: 25%
The Drainage System	Zone 3: 50% Zone 4: 50%
Electric and telecommunications facilities that are Common Utility Facilities and that are located in the Olmsted Drive Access and Utility Easement Area, the Zone 3-A Utility Easement Area, the Zone 3-B Utility Easement, the Zone 3-D Utility Easement Area, the Zone 4 Utility Easement Area, the Private Open Space No. 4 Easement Area or the Public Open Space Easement No. 1 Area.	Per capita among Owners who use such Common Utility Facilities.
Zone 1B Access and Utility Easement Area Common Utility Facilities	Zone 1A: 60% Zone 1B: 40%
Sewer system located in Private Open Space Easement No. 2	Zone 1A: 25% Zone 1B: 25%