



TOWN OF BELMONT
OFFICE OF THE SELECT BOARD
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SELECT BOARD
ROY EPSTEIN, Chair
ELIZABETH DIONNE, Vice-Chair
MATT TAYLOR, Member

TOWN ADMINISTRATOR
PATRICE GARVIN

ASSISTANT TOWN ADMINISTRATOR
JENNIFER HEWITT

May 15, 2024

Dear Fellow Town Meeting Members,

There will be a Special Town Meeting within the Part B Annual Town Meeting where one of the warrant articles requests Town Meeting's ratification of a revised Traffic Monitoring and Mitigation Agreement ("TMMA") involving the Select Board, acting for the Town, McLean Hospital, and the developer Northland Residential. The new TMMA would supersede the TMMA dated November 22, 1999 between Belmont and McLean.

The primary goal of both the new and the old TMMA was safe management of additional traffic that would be expected from new building projects on certain parts of the McLean campus. In the nearly 25 years that have passed, significant parts of the old agreement have become not only outdated, they have also become unreasonable impediments that threaten the viability of the McLean residential developments approved by Town Meeting in 2020 that are supposed to break ground this year.

As you can see from the attachments, the focus of the new TMMA is ensuring safety at the intersection of Olmsted Dr. (the access road leading from the rear of the McLean property) and Pleasant St. Olmsted Dr. will serve the new Northland developments. It calls for installation of a state-of-the-art traffic signal if warranted and commits McLean and Northland as the funding sources for that signal. Other intersections referenced in the old TMMA have already been upgraded and are no longer relevant. Moreover, the funding sources in the old TMMA have been exhausted and are not available to support additional work.

The new agreement was initiated by the Select Board and negotiated with both McLean and Northland to be a better solution for today's conditions. As in 1999, the Select Board has responsibility for the language and terms of the TMMA and the role of Town Meeting is an up or down vote to ratify it.

There was a discussion at the May 13 Select Board meeting with Town Engineer Glenn Clancy, Town Counsel George Hall, Jack Dawley of Northland Residential, and McLean's counsel Steve

Kidder. The rationale for the new agreement was explained and Mr. Dawley and Mr. Kidder both indicated the terms proposed by the Town were acceptable.

Mr. Dawley explained that the old TMMA has financial implications that are making it impossible for him to obtain needed financing for the Northland project. The Select Board views the new agreement as the best way to assure safety of the Pleasant St/Olmsted Dr intersection and to clear the way for Northland to obtain financing.

The Select Board expects to vote on the new TMMA at its May 20 meeting. I invite you to review the new agreement in advance of that meeting and comment on it before the Board votes.

Thank you very much for your attention to this important issue. The Northland project will provide over 150 new housing units, including both affordable and age-restricted units. Town Meeting recognized how valuable this project is for the Town when it approved the zoning. The new TMMA is a critical element to allow the project to succeed.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy Epstein", followed by a horizontal line.

Roy Epstein
Select Board, Chair

Index of Warrant Articles

Article #

- 1 REPORTS

- 2 RATIFY SELECT BOARD APPROVAL OF REVISED TRANSPORTATION PLAN FOR McLEAN DEVELOPMENT

- 3 SUPPLEMENTAL BUDGET REQUEST FOR MUNICIPAL RINK SKATING RINK PROJECT



**TOWN OF BELMONT
WARRANT FOR 2024 SPECIAL TOWN MEETING
JUNE 5, 2024
COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

To any of the Constables of the Town of Belmont in said County:

Greetings:

In the name of the Commonwealth of Massachusetts you are required to notify and warn the Inhabitants of the Town of Belmont, qualified as the law requires to vote in elections and Town Affairs, to convene on **WEDNESDAY, JUNE 5, 2024, at 7:15 P.M.** in person at the Belmont High School Auditorium, and to notify and warn the Town Meeting Members to meet and act at said time and place on the following Articles.

Interested members of the public may see and hear the proceedings by tuning in to the Belmont Media Center's live broadcast of the proceedings on Belmont cable television (Comcast channel 8, Verizon channel 28) or by live-streaming at www.belmontmedia.org.

Town Meeting Members and other participants approved by the Moderator who wish to address the meeting are encouraged to appear in person. Registered voters who wish to address the meeting as approved by the Moderator may appear in person.

ARTICLE 1

REPORTS

To hear the report of the Select Board and other Town Officers, any Committee heretofore appointed and to act thereon.

This article accepts the reports of Town departments appearing in the Annual Town Report and allows the Select Board and other Town officers, boards and committees to report orally to the Town Meeting on appropriate matters not otherwise appearing on the Warrant. This article stays "on the table" throughout the Town Meeting to allow Town officials and committees to report at the call of the Moderator.

Majority vote required for passage.



Given under our hands this 20th day of May, 2024

BELMONT SELECT BOARD

Roy Epstein, Chair

Elizabeth Dionne, Vice Chair

Matt Taylor, Member

A True Copy, Attest
Ellen O'Brien Ashman
Town Clerk of Belmont, MA

AMENDED TRAFFIC MONITORING AND MITIGATION AGREEMENT

This Amended Traffic Monitoring and Mitigation Agreement ("Agreement") is entered into as of _____, 2024 by and between the Town of Belmont, acting by and through its Select Board ("Belmont"), The McLean Hospital Corporation ("McLean") and Belmont NRC Sub A, LLC ("NRC") to supersede the Traffic Monitoring and Mitigation Agreement dated November 22, 1999 between Belmont and McLean. This Agreement establishes the maximum level of permitted traffic to be generated by uses within the Research & Development, Senior Living and McLean Institutional zoning subdistricts and to set forth the recourse actions to be taken by Belmont in the event that the actual traffic levels exceed such permitted levels. This Agreement also details the traffic mitigation measures for which McLean and NRC agree to provide the funding.

NRC joins this Agreement as the developer of, and successor in title to McLean's interest in, the land located within the Senior Living Subdistrict. McLean retains title to the Research & Development subdistrict and intends to develop it. Performance of the obligations set forth in Section I with respect to any subdistrict shall be the responsibility of (and at the expense of) the owner of the land within such subdistrict (the joint and several liability of the owners of the land, if more than one party owns the land within a given subdistrict). Performance of the obligations set forth in Section II shall be the responsibility (and at the expense of) McLean and NRC as is more particularly set forth herein.

I. MONITORING PROGRAM

A traffic monitoring program is to be conducted following completion and substantial occupancy of any building within any of the Research & Development; Senior Living; and McLean Institutional Subdistricts. The traffic monitoring program and recourse actions described herein is intended to assess whether the following conditions exist:

1. average total count of entering and exiting vehicles on Olmsted Drive from/to Pleasant Street exceeds 71 vehicles during any quarter-hour period during morning peak hours; or
2. average total count of entering and exiting vehicles on Olmsted Drive from/to Pleasant Street exceeds 74 vehicles during any quarter-hour period during evening peak hours; or
3. average total count of entering and exiting vehicles on Olmsted Drive from/to Pleasant Street exceeds 2,932 daily trips.
4. peak hour traffic flows at a rate that is greater than 450 peak hour trips during morning hours and a rate of 470 peak hour trips during afternoon hours for the McLean Institutional Subdistrict; and daily traffic flows at a rate that is greater than 4,760 for the McLean Institutional Subdistrict.

Notwithstanding any provision hereof to the contrary, this Agreement shall not be applicable to the McLean Institutional Subdistrict so long as the buildings and improvements within such subdistrict continue to be used exclusively for psychiatric hospital purposes and uses functionally dependent upon and necessary to psychiatric hospital use, except for either (i) up to 75,000 square feet of gross floor area of other uses permitted by zoning (other than medical offices) or (ii) up to 25,000 square feet of gross floor area of medical offices as permitted by zoning. McLean represents that as of the date hereof the entirety of the McLean Institutional Subdistrict is used for psychiatric hospital purposes and uses

functionally dependent upon and necessary to psychiatric hospital use, Belmont acknowledging that such representation includes the Arlington School and the existing day care facility (but no expansion thereof) within such definition. McLean agrees to provide Belmont with an annual certification, on a building-by-building basis, of the number of square feet used for other purposes. McLean shall notify Belmont promptly upon any change in use causing the foregoing thresholds to be exceeded. Belmont shall have the right to obtain such further reasonable evidence from McLean as it shall require to confirm the accuracy of such certifications.

A. STUDY DATA

Data collected for the traffic monitoring program will include traffic volumes entering and exiting Olmsted Drive at Pleasant Street. Monitoring will involve continuous Automatic Traffic Recorder (ATR) counts on a daily basis. (The frequency of the reported data shall be no less than quarter-hour increments.) Data collected shall be retained for at least one year from the date of collection.

A "sampling report" shall mean a data collection report providing monitoring results over five consecutive, non-holiday weekdays, summarized by quarter-hour intervals and by daily totals. The morning and evening peak volumes during a quarter-hour for each weekday will be determined and average morning and evening peak quarter-hour volumes will be determined for the week. In addition, the daily trip totals for each weekday will be determined and average daily trip totals will be determined for the week.

B. PROGRAM

Within thirty days of a subdistrict reaching a 90% occupancy level, or one year after a certificate of occupancy has been issued for a subdistrict, whichever is earlier, the owner shall notify the Town Engineer. The Town Engineer shall thereafter have the right (in the McLean Institutional Subdistrict, whenever this Agreement becomes applicable thereto) to require submission of a sampling report for any week designated by the Town Engineer. A sampling report shall thereupon be submitted to the Town Engineer within seven days of such request (or seven days after the end of the week to be reported upon, if later). Notwithstanding the foregoing, Belmont agrees to observe the guideline that sampling reports should generally not be required after one year following substantial completion of the build-out and occupancy of a subdistrict, reserving Belmont's right to require sampling reports in the sole discretion of the Town Engineer upon changes in use, changes in ownership, the occurrence of violations or other reasonable basis for more frequent reporting.

C. RECOURSE ACTIONS

1. There shall be deemed to be a condition of noncompliance with this Agreement whenever three different sampling reports in a 12-month period each reveal that:

- (a) either the morning or evening average peak hour trip generation rate exceeds the permitted rate; or
- (b) the average daily trip total exceeds the permitted rate.

II. MITIGATION

In the event that there is a condition of noncompliance with this Agreement determined in accordance with Section I.C. of this Agreement, McLean and NRC each agree to provide one-half the funding for the signalization of the intersection of Pleasant Street and Olmsted Drive.

The funding by McLean and NRC for the signalization project will be provided as follows:

Upon certification by Belmont that a condition of noncompliance exists, and that Belmont intends to proceed with the signalization project, Belmont shall provide an engineering and design budget to NRC and McLean. NRC and McLean shall each deliver 50% of said budget amount to the Town Treasurer to be held in an account established under G.L. c. 44, § 53A. At such time as Belmont completes the design and engineering phase and has obtained bids for the construction phase, Belmont shall provide a construction budget to NRC and McLean, who shall then deliver 50% of said construction budget amount to the Town Treasurer to be placed in the same account.

The purpose of the account shall be to accept the grants made by NRC and McLean hereunder and to pay all design, permitting and construction costs associated with the signalization project, and for no other purpose except as NRC and McLean may agree in writing. Such funds shall be maintained by the Treasurer in an interest bearing account, with any accrued interest to remain in the § 53A account. Any principal or accrued interest remaining in the account upon completion of that project shall be returned in equal shares to NRC and McLean.

III. LEGAL EFFECT

The foregoing obligations shall run with the land now owned by McLean Hospital Corporation and with the land owned by Belmont NRC Sub A, LLC in Belmont, Massachusetts. McLean and NRC shall require any successor owner of land governed hereby to acknowledge in writing its obligations hereunder and to provide the same to Belmont prior to or upon transfer. A notice hereof shall, at the request of Belmont, be executed by McLean and recorded with the Registry of Deeds. This Amended Agreement shall not take effect until ratified by a majority vote of Town Meeting of the Town of Belmont. Upon such ratifying vote, this Agreement shall not be amended in any material respect except by a further majority vote of Town Meeting.

Town of Belmont

By: *Roy East*
Chair

By: *Elizabeth H. Devine*
Vice-Chair

By: *Matthew S. Tyler*
Member

The McLean Hospital Corporation

By: _____

Its Duly Authorized _____

A True Copy, Attest
Ellen O'Brien Ashman
Town Clerk of Belmont, MA



MOTIONS
2024 SPECIAL TOWN MEETING
June 5, 2024
Draft as of May 30, 2024
(Subject to Change)

PRELIMINARY MOTION

ORDER OF THE ARTICLES

MOVED: That the Town Meeting hear the motions in the following order: 1, 2, 3
(Majority vote.)

ARTICLE 1

REPORTS

MOVED: That Article 1 be taken from the table.

MOVED: That Article 1 be laid on the table.

(Majority Vote)

Submitted by the Select Board

Reporting: The Select Board will report on this Article.

**ARTICLE 2 RATIFY SELECT BOARD APPROVAL OF REVISED TRANSPORTATION
PLAN FOR McLEAN DEVELOPMENT**

MOVED: That the Town ratify the vote by the Select Board at their May 20, 2024, meeting to modify the agreement with the phase II development at McLean for traffic management.

(Majority Vote)

Submitted by the Select Board

Reporting: The Select Board will report on this Article.

**ARTICLE 3 SUPPLEMENTAL BUDGET REQUEST FOR MUNICIPAL RINK SKATING
RINK PROJECT**

MOVED: That **\$550,000** be appropriated from FY2024 Investment Income and **\$950,000** be transferred from the Kendall Fund for a total supplemental budget of **\$1,500,000** for the Municipal Rink Skating Project

(Majority Vote)

Submitted by the Select Board

Reporting: The Select Board, Warrant Committee, Comprehensive Capital Budget Committee and Municipal Rink Skating Building Committee will report on this Article.

ATTACHMENT I

TRAFFIC MONITORING AND MITIGATION AGREEMENT

This Traffic Monitoring and Mitigation Agreement ("Agreement") is entered into as of November 22, 1999 by and between the Town of Belmont, acting by and through its Board of Selectmen ("Belmont"), and The McLean Hospital Corporation ("McLean"). This Agreement establishes the maximum level of permitted traffic to be generated by uses within the Research & Development, Senior Living and McLean Institutional zoning subdistricts and to set forth the recourse actions to be taken by Belmont in the event that the actual traffic levels exceed such permitted levels. This Agreement also details the traffic mitigation measures for which McLean agrees to provide the funding.

Belmont acknowledges that McLean intends that one or more unrelated parties will actually develop the proposed uses within the Research & Development and Senior Living Subdistricts and that McLean will likely sell the land within such subdistricts to such parties in connection with the development. Performance of the obligations set forth in Section I with respect to any subdistrict shall be the responsibility of (and at the expense of) the owner of the land within such subdistrict (the joint and several liability of the owners of the land, if more than one party owns the land within a given subdistrict). Performance of the obligations set forth in Section II shall be the responsibility (and at the expense of) McLean, except that no building within any subdistrict shall be occupied if McLean has failed to perform any obligation under Section II which was required by the provisions of Section II to have been performed by such time.

I. MONITORING PROGRAM

A traffic monitoring program is to be conducted following completion and substantial occupancy of any building within any of the Research & Development; Senior Living; and McLean Institutional Subdistricts. The traffic monitoring program and recourse actions described herein will ensure that these components of the project generate:

1. peak hour traffic flows at a rate that is less than or equal to a rate of 692 peak hour trips during morning peak hours (206 for the Research & Development Subdistrict ; 36 for the Senior Living Subdistrict and 450 for the McLean Institutional Subdistrict) and a rate of 742 peak hour trips during evening peak hours (180 for the Research & Development Subdistrict; 92 for the Senior Living Subdistrict and 470 for the McLean Institutional Subdistrict); and
2. daily traffic flows at a rate that is less than or equal to a rate of 7,692 daily trips (1,784 for the Research & Development Subdistrict; 1,148 for the Senior Living Subdistrict and 4,760 for the McLean Institutional Subdistrict).

Notwithstanding any provision hereof to the contrary, this Agreement shall not be applicable to the McLean Institutional Subdistrict so long as the buildings and improvements within such subdistrict continue to be used exclusively for psychiatric hospital purposes and uses functionally dependent upon and necessary to psychiatric hospital use, except for either (i) up to 75,000 square feet of gross floor area of other uses permitted by zoning (other than medical offices) or (ii) up to 25,000 square feet of gross floor area of medical offices as permitted by zoning. McLean represents that as of the date hereof the entirety of the McLean Institutional Subdistrict is used for psychiatric hospital purposes and uses functionally dependent upon and necessary to psychiatric hospital use, Belmont acknowledging that such representation includes the Arlington School and the existing day care facility (but no expansion thereof) within such definition. McLean agrees to provide Belmont with an annual certification, on a building-by-building basis, of the number of square feet used for other purposes. McLean shall notify Belmont promptly upon any change in use causing the foregoing thresholds to be exceeded. Belmont shall have the right to obtain such further reasonable evidence from McLean as it shall require to confirm the accuracy of such certifications.

A. STUDY DATA

Data collected for the traffic monitoring program will include traffic volumes entering and exiting the Research & Development Subdistrict; Senior Living Subdistrict and McLean Institutional Subdistrict. Monitoring will involve continuous Automatic Traffic Recorder (ATR) counts on a daily basis. (Data will be collected in 15 minute increments.) Data collected shall be retained for at least one year from the date of collection.

A "weekly sampling report" shall mean a data collection report providing monitoring results over five consecutive, non-holiday weekdays, summarized by one hour intervals and by daily totals. The morning and evening peak hour volumes for each weekday will be determined and average morning and evening peak hour volumes will be determined for the week. In addition, the daily trip totals for each weekday will be determined and average daily trip totals will be determined for the week.

B. PROGRAM

1. Within six months after the issuance of a building permit for a structure within a subdistrict governed hereby, the owner of the land within the subdistrict (the "owner") shall file with the Town Engineer a detailed Traffic Demand Management (TDM) plan, describing the measures to be taken by the owner to avoid traffic generation in excess of the levels permitted hereby and describing the further measures to be taken by the owner in the event traffic generation exceeds permitted levels. The owner shall consult with the Town Engineer prior to filing the TDM plan and shall take into account any comments of the Town Engineer with respect thereto. The owner shall file an updated TDM plan annually thereafter.

2. Within thirty days of such structure reaching a 90% occupancy level, or one year after a certificate of occupancy has been issued, whichever is earlier, the owner shall notify the Town Engineer. The Town Engineer shall thereafter have the right (in the McLean Institutional Subdistrict, whenever this Agreement becomes applicable thereto) to require submission of a weekly sampling report for such subdistrict for any week designated by the Town Engineer. A weekly sampling report shall thereupon be submitted to the Town Engineer within seven days of such request (or seven days after the end of the week to be reported upon, if later). Notwithstanding the foregoing, Belmont agrees to observe the guideline that weekly sampling reports should generally not be required more than bi-monthly during development of a subdistrict and more than annually after one year following substantial completion of the build-out and occupancy within the subdistrict, reserving Belmont's right to require more frequent weekly sampling reports upon changes in use, changes in ownership, the occurrence of violations or other reasonable basis for more frequent reporting.

C. RECOURSE ACTIONS

1. There shall be deemed to be a violation of this Agreement whenever a weekly sampling report reveals that:

- (a) either the morning or evening average peak hour trip generation rate exceeds the permitted rate; or
- (b) the average daily trip total exceeds the permitted rate.

2. If a weekly sampling report contains a violation, then the owner shall: (a) prepare and submit to the Town Engineer an updated TDM plan (if one has not been filed within the previous three months); (b) use diligent efforts to implement such plan as soon as possible and (c) provide follow-up weekly sampling reports to the Town Engineer until no further violations exist. If a weekly sampling report (including a follow-up report) contains a violation, then the owner shall pay the Town of Belmont a traffic mitigation payment of \$10,000 (\$2,500 for a follow-up report) for each such weekly sampling report, which shall be applied by the Town against its costs in monitoring and enforcing this Agreement and/or in taking further action to mitigate the effect of traffic generated by the Property upon Town streets.

3. If follow-up weekly sampling reports continue to show violations for two weeks, then Belmont may restrict the number of parking spaces which can be used during the morning and evening peak hours to the extent that the Town Engineer determines is needed to correct the violations. If follow-up weekly sampling reports still continue to show violations thereafter, the Town Engineer may further increase such parking restrictions.

4. If for two consecutive months, follow-up weekly sampling reports evidence that average trip generation is below the permitted rates, the Town will return full control of parking to the owner. The owner shall continue to be obligated to file follow-up weekly sampling reports for one month after full control of parking has been returned.

II. MITIGATION PROGRAM

McLean agrees to provide the funding for the mitigation measures listed below. The measures proposed will mitigate project related traffic impacts at intersections where:

1. the project may have a material impact on traffic operations.
2. state funding is not readily available to fund the improvements, or where pursuing or securing state funding will jeopardize, or compete with, the prospects of other eligible projects where funding is being sought. (State funding has been approved for the reconstruction of Pleasant Street, consequently, it is assumed suggested improvements for Pleasant Street can be incorporated into the ongoing Pleasant Street project. McLean shall fund increased design and construction costs associated with changes to the Pleasant Street design, if they are not able to be incorporated in the normal design process).
3. there is sufficient public support to ensure timely implementation of proposed improvements.

Based on these criteria, McLean agrees to fund the design and construction of improvements at two intersections in the project vicinity at an estimated cost of \$690,000. McLean agrees it will collaborate with Belmont in developing the actual mitigation to be implemented. In addition, McLean will provide an additional \$310,000 to Belmont to be spent at Belmont's discretion for the design and construction of improvements at other intersections in the site vicinity not listed below.

Location	Proposed Action	Schedule	Estimated Construction Cost
A. Pleasant Street At McLean Driveway	Construct Drive Add Left Turn Lane Signalize	Prior to Occupancy of R&D Building or Senior Housing	\$375,000
B. Pleasant Street at Trapelo Road	Extend Right Turn Lane Extend R.O.W. Install Signal Interconnect Signal	Prior to Occupancy of R&D Building	\$315,000
C. At discretion of Town	Design and/or construct offsite intersection improvements		\$310,000
		TOTAL	\$1,000,000

The above-identified funding will be provided based on the following conditions:

A. Upon certification by Belmont that Belmont has need for funding with respect to an improvement (identifying the dollar amount required therefor), McLean shall place such funds in escrow.

B. Belmont and McLean shall maintain such funds in an interest bearing account with the full amount of interest earned payable to McLean.

C. Belmont shall cooperate with McLean in seeking PWED and/or CDAG grants available by application filed prior to June 30, 2000 in order to fund any or all of the above improvements at locations A and B.

D. If such grants are obtained to fund such improvements McLean's obligation to fund such improvements shall be reduced by the amount of such state grants and, upon actual receipt by Belmont of such state grants, McLean shall be entitled to withdraw such amount from the escrowed funds; provided, however, that if such grants exceed \$500,000 in the aggregate, then McLean's commitment to fund other improvements shall increase dollar-for-dollar up to a limit of \$190,000 (raising McLean's total commitment to other improvements to \$500,000).

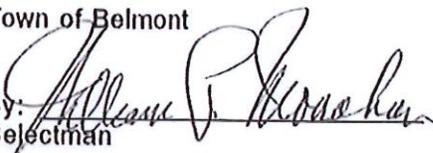
E. Belmont shall be authorized to draw funds from the escrow account in order to pay for the above-identified mitigation projects. Projects under Heading C must pertain to one or more of the following intersections: Mill Street at McLean Driveway; Mill Street at Trapelo Road; Trapelo Road at Waverley Oaks Road; Trapelo Road at Star Market Driveway; Concord Avenue at Winter Street; Concord Avenue at Mill Street; Pleasant Street at Clifton/Leonard Streets; Pleasant Street at Brighton Street; Concord Avenue at Blanchard Road; Concord Avenue at Pleasant Street; Concord Avenue at Common Street; Concord Avenue at Channing/Leonard Streets. Such projects can include transit, shuttle, pedestrian and/or bicycle enhancements associated with such intersections. Draws under Headings A and B shall not exceed \$690,000 (less any grant funds as described above) and McLean shall be responsible for any additional sums needed to complete such projects.

F. Two years from the date of the certificate of occupancy representing 85% or more completion (on a square footage basis) of the permitted development within the Research & Development and Senior Living subdistricts, McLean shall be entitled to withdraw any remaining funds from the escrow account unless and for so long as Belmont is actively pursuing any of the above-identified mitigation projects and such remaining funds are necessary to pay for such project.

III. LEGAL EFFECT

The foregoing obligations shall run with the land now owned by McLean Hospital Corporation in Belmont, Massachusetts. McLean shall require any successor owner of land governed hereby to acknowledge in writing its obligations hereunder and to provide the same to Belmont prior to or upon transfer. A notice hereof shall, at the request of Belmont, be executed by McLean and recorded with the Registry of Deeds. This Agreement shall not take effect until ratified by a majority vote of Town Meeting of the Town of Belmont. Upon such ratifying vote, this Agreement shall not be amended in any material respect except by a further majority vote of Town Meeting.

Town of Belmont

By: 
Selectman

By: 
Selectman

By: 
Selectman

The McLean Hospital Corporation

By: 
Its Duly Authorized President

June 5, 2024 Special Town Meeting Warrant Article 2

Amendment Proposed by Jolanta Eckert, Precinct 3 Town Meeting Member
(public contact: 1989jke@gmail.com)

Moved: That Article 2 in 2024 Special Town Meeting Warrant be deferred to the Fall or Another Special Town Meeting to allow for Planning Board and the Select Board to hold Public Hearings on the proposed revisions to the current TMMA with McLean Hospital and the corresponding Zoning By-Law.

Purpose for the Amendment:

- The proposed TMMA was developed unilaterally by the Select Board, not affording due process to residents of Belmont.
 - NO Public Hearings nor notification to the abutters was made as previously regarding the McLean District
 - It eliminates traffic consideration from future site review of **Zone 4 Research & Development by McLean Hospital**
- It does NOT require ADA / MAAB compliant sidewalk for multiple communities adjacent to Olmstead Drive.
- It eliminates maximum counts for traffic generated by each zone.
 - **It allows Mclean Hospital Zone 4 Research & Development site** an endless volume of trips.
- It does NOT provide a mechanism to require McLean Hospital for Zone 4 traffic reductions measures such as carpools, shuttlebuses, MBTA passes, staggered shifts, etc.
- It eliminates Mclean Hospital obligations of \$500K in traffic mitigations in other Town locations than Pleasant St and Trapelo Rd.
- The Traffic Light installation is NOT likely to ever occur based on the traffic monitoring process outlined in the proposed TMMA.
- It conflicts with the current Zoning By Law that has a specific reference to agreements signed back on November 22, 1999, which included current TMMA as Attachment 1.
 - **6B.8 Coordination with Memorandum of Agreement**
This Section 6B does not alter any legal obligation on behalf of the Town of Belmont, McLean Hospital, and the potential developer, of the Memorandum of Agreement signed by the Select Board (formerly known as the Board of Selectmen) on behalf of the Town of Belmont and McLean Hospital on November 22, 1999.



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SELECT BOARD
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MATT TAYLOR, Member

TOWN ADMINISTRATOR
PATRICE GARVIN

ASSISTANT TOWN ADMINISTRATOR
JENNIFER HEWITT

June 6, 2024

Dear fellow Town Meeting Member,

In advance of the rink discussion on Monday, I wanted to inform you what the Select Board unanimously voted last Friday (May 31) as the funding plan for the supplemental appropriation. We voted something different from what we were considering last month and I wanted to make sure you were aware of how we finally addressed this. FYI, the Warrant Committee unanimously supported our plan at its meeting on Tuesday this week.

The reason for the warrant article in the first place was to respond to the request by the Municipal Skating Rink Building Committee for an additional \$2.1 million for the project. They and the project designers will explain the reasons in detail on Monday. They involve a variety of factors. The Select Board voted to support this request after much discussion with the Building Committee primarily because:

- 1) The new budget ensures the building meets the recreation program requirements endorsed by votes of Town Meeting and the town as a whole
- 2) The building is well-designed from architectural, engineering, and environmental perspectives and further “value engineering” would impair, not improve, the result
- 3) The cost estimates through 100% design are reliable
- 4) The necessary supplemental funding is available and does not require any further tax increases

The key responsibility of the Select Board at this point is item 4). In summary, here is what we propose as funding to complete the project:

\$750,000 — state grant obtained by Sen. Will Brownsberger to pay for a state-of-the-art refrigeration system based on CO2 instead of environmentally harmful Freon. The CO2 system offers additional operating efficiencies that will be explained by the Building Committee.

\$550,000 — FY24 interest income that is higher than budgeted. This interest income is a revenue windfall attributable to the bonds we issued last fall.

\$950,000 — utilization of a portion of the Kendall School Insurance Fund. The Kendall fund was created in 1999 using the proceeds of the insurance payment after the fire that destroyed

the old Kendall School that used to stand where the Beech St Center is now located. The Kendall fund has been used ever since to fund a variety of capital projects, pursuant to MGL, c. 44 § 63. The rink is an allowed use.

This plan will deliver a multi-purpose recreational asset that will serve the town well for decades. We recognize the disappointment that PV panels are not in the current scope. From the Select Board perspective, the CO2 refrigerant is comparably important environmentally and should get priority because it's not possible to add it later. Given a now or never choice for CO2, we support doing it now. The building will be fully PV ready and we are actively pursuing other avenues to fund this last piece.

The Select Board plan would leave the Kendall fund with a balance of approximately \$1.2 million. Any claims in the community about "draining" the Kendall fund for the rink are not accurate. In fact, the majority of the supplemental funding is the state grant and the interest income.

There is a detail you may have noticed in the above. The total of the proposed funding sources is \$2.25 million, not \$2.1 million. The Select Board, at my suggestion, voted to make an additional \$150K available. There is no increase in scope in the project. It would instead add to the contingency that is part of any building project. The rink project already has a contingency to cover unexpected expenses but the Select Board thought it was both possible and prudent to add to it. That said, we don't expect this money to be spent and it should be returned to the town when the project is completed.

Finally, fundraising appeals continue to raise donations for the rink project from private parties. I have personally pledged an amount in five figures and I know I am not alone.

Speaking for myself, I am very pleased that with the rink project Belmont will have completed five capital projects that defied solution when I first got involved with our Town's affairs: the high school, the police station, the DPW facility, the library, and the rink. It is a tribute to the hard work and devotion of countless individuals over the years who have sought to keep Belmont a wonderful place to live now and far into the future.

Sincerely,

Roy Epstein, PhD
Chair, Select Board