

**AMENDED AND RESTATED  
TRAFFIC MONITORING AND MITIGATION  
AGREEMENT**

This Amended and Restated Traffic Monitoring and Mitigation Agreement ("Agreement") is entered into as of June ~~\_\_\_\_~~, 26, 2024 by and between the Town of Belmont, acting by and through its Select Board ("Belmont"), and The McLean Hospital Corporation ("McLean") to supersede and replace the Traffic Monitoring and Mitigation Agreement between the same parties dated November 22, 1999 (the "1999 TMMA"). This Agreement establishes the maximum level of permitted traffic to be generated by uses within the McLean Institutional zoning subdistrict in the event it is no longer used for psychiatric hospital purposes 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 in addition to the funding it has already provided between the approval of the 1999 TMMA and this Agreement.

I. MONITORING PROGRAM

**A. PSYCHIATRIC AND RELATED USES EXEMPT**

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.

**B. MONITORING PROGRAM AFTER CHANGE OF USE**

At such time as buildings and improvements within the McLean Institutional Subdistrict are no longer exempt from this Agreement pursuant to the preceding ~~Subsection 1.A.~~, the traffic monitoring and management program described in ~~Subsections C., D., and E.~~ below is to be conducted following completion and substantial occupancy of any building within said District. The traffic monitoring program and recourse actions described herein will ensure that any redevelopment of the McLean Institutional Subdistrict project generate morning peak hour traffic flows at a rate that is less than or equal 450 trips, evening peak hour traffic flows at a rate that is less than or equal to 470 trips, and daily traffic flows at a rate that is less than or equal to 4,760 with respect to said District. The following ~~Subsections C., D., and E.~~ shall only apply in the event that the exemption for psychiatric hospital use described in ~~Subsection A.~~ above is no longer in effect.

**C. STUDY DATA**

Data collected for the traffic monitoring program will include traffic volumes entering and exiting the 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.

#### **D. PROGRAM**

1. Within six months after the issuance of a building permit for a structure within the McLean Institutional Subdistrict, 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.

#### **E. 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 and Belmont hereby acknowledge that:

1. The projects at the intersection of Pleasant Street and McLean Drive (now Olmsted Drive) and the intersection of Pleasant Street and Trapelo Road that McLean agreed to fund in Section II of the 1999 TMMA have been completed except for the signalization of the intersection of Pleasant Street and Olmsted Drive;
2. McLean’s commitment to provide \$310,000 to fund design and/or construction of other offsite intersection improvements described in Section II.E. of the TMMA has been reduced to \$110,000, pursuant to Paragraph 16(b) of the November 22, 1999 Memorandum of Agreement between McLean and Belmont; and
3. McLean and Belmont are examining their records to determine what funding, if any, may have been provided for the discretionary projects described in Section II.E. of the 1999 TMMA.<sup>1</sup>

Based on the foregoing, and in consideration of the Town’s release of the Senior Living Subdistrict and the Research and Development Subdistrict from the monitoring and management provisions in the 1999 TMMA, McLean will provide the funding for the mitigation measures listed below.

<b>Location</b>	<b>Proposed Action</b>	<b>Schedule</b>	<b>Estimated Construction Cost</b>
A. Pleasant Street <del>a</del> At (Olmsted Drive)	Signalize <del>_</del> *	<del>Within 12 months of receipt of approvals from the Select Board. Prior to the earlier of (1) June 30, 2028 and (2) the occupancy of the last the buildings proposed to be constructed in the R&amp;D or Senior Living Subdistricts</del>	Actual Cost
B. McLean Driveway and Mill Street	Upgrade Signal	By <del>the end of calendar year</del> June 30, 2026	\$210,000 inclusive of the \$110,000** remaining due under the 1999 TMMA

\*Traffic control signal installations are specified in the Manual on Uniform Traffic Control Devices (MUTCD) and subject to oversight by the Massachusetts Department of Transportation (Mass DOT). Signals may only be installed subject to an affirmative warrants analysis, to be performed by McLean at the direction of the Town Engineer.

\*\*McLean’s obligation to fund the upgrade to the signal at Mill Street and the McLean Driveway shall be reduced by any amount that McLean can establish has already been paid to the Town for the improvement of the intersections listed in Section II.E of the 1999 TMMA, or that was paid to third parties in a manner that is creditable to is obligations under the 1999 TMMA.

<sup>1</sup> Section II.E. of the 1999 TMMA provided as follows with regard to other offsite intersection improvements:

“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.”

McLean shall have the right and option to procure the design and engineering services for the aforementioned signalization projects and to construct and install the signals, subject to Belmont's approval of the final design, which approval shall not be unreasonably withheld.

In the event that McLean and the Belmont Select Board agree that the signalization work should be undertaken by Belmont, Belmont shall provide an engineering and design budget to McLean. McLean shall deliver 100% of said budget amount to the Town Treasurer to be held in an account established under G.L. c. 44, § 53A within 45 days. 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 McLean, who shall then deliver 100% of said construction budget amount to the Town Treasurer to be placed in the same account.

The purpose of these accounts shall be to accept the grants made by McLean hereunder and to pay all design, permitting and construction costs associated with the signalization projects, and for no other purpose except as 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 the signalization project shall be returned to McLean.

### 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 its Select Board:

\_\_\_\_\_  
Roy Epstein, Chair

\_\_\_\_\_  
Elizabeth Dionne, Vice Chair

\_\_\_\_\_  
Matt Taylor, Member

THE McLEAN HOSPITAL CORPORATION,

By: \_\_\_\_\_  
[Name]  
Its: