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March 5, 2020

To: Denise M. Gaffey A&M Project #: 2674-01A

Director and City PlannerRe:DPW Response Letter562 Main Street, 2nd FloorOak Grove Mill, LLCMelrose, MA 0217699 Washington Street

Copy: Oak Grove Mill, LLC, files

Dear Ms. Gaffey

Below are Allen & Major Associates, Inc. responses to the comments contained in the Department of Public Works review letter, dated February 15, 2020. The comments are reproduced below along with the response. We thank you in advance for your consideration.

Right-of-way and Traffic Comments

The documentation reviewed for these comments includes the December 10, 2019 Traffic Impact Study by Howard Stein Hudson and the Traffic Management Plan and Construction Management Plan submitted with the application.

1. The methodology used in the Traffic Impact Study was deemed appropriate, including the specific study areas (eight nearby intersections) and the dates and durations of the traffic counts.

No Response Required.

2. Washington Street was ranked in the City's most recent roadway condition assessment as having "good/excellent" pavement condition. Any work which requires disruption to any portion of the right-of-way on Washington Street, including sidewalks, driveway aprons, curbing, roadway, streetlights, pavement markings, and all other appurtenances, shall be restored to their pre-construction condition or better. Roadway restoration will require curb-to-curb paving of any disturbed areas, including milling and inlaying to repair those areas.

Applicant Response: Understood

3. Snow plowing, storage, and removal are the responsibility of the property owner(s). Snow is not permitted to be moved into the public way.

Applicant Response: Understood

4. All work within or impacting the roadway must be performed in coordination with the Engineering Division and the Melrose Police Department, and any police and fire details required as part of the project are the responsibility of the applicant.

Applicant Response: Understood

5. Construction vehicles should access the site using main roads whenever feasible and avoid highly residential areas.

Applicant Response: Understood

6. The traffic impact study indicates an intent to provide interior storage for 30 bikes and exterior storage for an additional 5 bikes. The Engineering Division encourages and applicates this approach. While these values already exceed the requirements, any additional storage that could be provided would be beneficial.

Applicant Response: Understood

7. The Traffic Impact Study made reference to bike share services such as Lime Bike. The City understands that Lime Bike will likely no longer be in Melrose. The applicant should consider any ways to have an onsite bike-share system for residents or others in the neighborhood.

Applicant Response: Owner will provide a shared bike service on site.

8. The Engineering Division agrees that new residents should be provided with a one-month MBTA pass to encourage the use of transit. The Division also supports the installation of real-time monitoring of the nearby MBTA trains and buses.

Applicant Response: Applicant will be providing a one-month MBTA pass to new residents and is supportive of real time monitoring of MBTA transit. However, applicant and property manager believe that free apps such as Transit App, ProximiT or Boston Transit are more likely to be utilized by residents for real time transit info, thereby lessening the need for a fixed monitor presence.

- 9. The project proponent should consider having more than one space for a shared vehicle (e.g., Zipcar). Applicant Response: Applicant will apply with ZipCar to have two ZipCar spaces on site, but it will depend on ZipCar's acceptance and cooperation.
- 10. The project should incorporate multiple EV charging stations within the parking lot. The percentage of EV drivers is increasing exponentially, and it would stand to reason that those interested in transit-oriented development would also be a similar demographic to those owning electric vehicles.

Applicant Response: 2 EV charging stations will be provided.

- 11. The proposed driveways are shared between the subject property and the adjacent properties. An agreement should be required to be implemented and recorded with the deed for each property establishing ownership and responsibilities within the shared driveways. Similarly, any shared utilities such as drainage should include a written and recorded agreement addressing long term operations and maintenance.

 Applicant Response: There are written agreements and easements in place for access, utilities and operations. A copy of the easement plan and agreement are attached to this letter.
- 12. The Traffic Impact Study shows no substantial changes to the Level of Service (LOS) of any of the intersections studied in the build-condition as compared to the future no-build condition. The assumptions included in the traffic analysis appear to be reasonable to account for future traffic volumes, both from the project site and from other growth. If anything, the number of anticipated daily transit riders seems low, while net vehicle trips appear to be reasonably assumed.

HSH Response: The travel mode shares were adopted from the 2017 American Census Survey (ACS), Census Tract 3364.01, reflecting specific commuting travel habits within the Project area. Tract 3364.01, which is the smallest extent available from the ACS for the study site, encompasses the southwest corner of Melrose, with the northern boundary following an irregular path starting at the Fellsway East/Washington Street intersection and continuing along Gould Street, Pleasant Street, Grove Street, Linwood Street, and Lebanon Street. While Tract 3364.01 does include the transit-oriented developments at Jack Flats, the Washingtons, and Oak Grove Village, it also includes less transit-oriented neighborhoods near Mt. Vernon Street/Boston Rock Road. The resulting transit mode share for Tract 3364.01 may slightly underestimate the eventual transit share at the Project. A slight underestimate of

transit trips, however, results in an overestimate of vehicle trips. Because vehicle trips are usually of most concern to residents and reviewing agencies, the study team's judgement is that the travel mode shares are appropriate for the Project and result in a conservative (i.e. higher impact) assessment of future traffic operations.

13. The proponent should investigate the possibility for providing bus stop improvements in conjunction with the project, including possible benches and/or shelters. This may entail recommending shifting of one or more bus stops.

HSH Response: Currently, the MBTA Route 132 has a northbound Washington Street stop located at a utility pole approximately midway within an 80-foot curb-cut that serves entering and exiting traffic at 99 Washington Street. With the reconfiguration of Project driveways, the sidewalk environment at bus stop will be greatly improved because the 80-foot curb-cut will be removed and replaced with new green space and new sidewalks. While the most recent MBTA ridership data (2018) for the Route 132 indicate that only 10 daily riders either board or alight the Route 132 at this stop, the Proponent will continue discussions with the City regarding any additional bus stop improvements that may be appropriate.

- 14. The proponent should investigate whether there are opportunities to provide connected walking paths through the site in conjunction with the other neighboring developments, to encourage residents or neighbors to get exercise by walking on paths through the complex. Wayfinding of an exercise route along the paths could also be beneficial if long enough routes could be established in a reasonable and desirable manner.

 Applicant Response: Applicant is proposing to improve the Washington Street corridor. The rear (East) of the site is not suitable for walking due to the surface parking and configuration of neighboring buildings.
- 15. The Traffic Impact Study shows 140 pedestrians currently passing by the site under existing conditions during the combined two peak hours of the day. This highlights the need to accommodate pedestrian access through all phases of construction and to ensure final restoration of sidewalks is satisfactorily performed. All sidewalk repairs shall be consistent with City standards for concrete sidewalks.

Applicant Response: Understood

16. The Traffic Impact Study also shows 30 to 40 bicycle trips during the two peak hours combined. Safe bicycle access must also be provided during all construction phases.

Applicant Response: Understood

17. The type of lighting provided should be LED. Specifications of the proposed lighting should be submitted and approved by the Engineering Division, in addition to any other approval requirements, prior to purchase and installation.

A&M Response: A Site Lighting Plan has been provided in the Site Development Plans, see sheet E-101. All pole mounted fixtures and mounting arms to match the City of Melrose standard. Cut sheets for the pole mounted fixtures and mounting arms are attached.

18. The Traffic Impact Analysis shows that the highest Melrose crash location of the intersections analyzed was at the corner of Pleasant Street, Stone Place, and the driveway to 99 Washington currently shown as having two-way traffic. Given that traffic volumes will increase at the intersection, albeit by only a small volume, the site circulation should be reconsidered to determine if the driveway could be changed to an entrance only. If this is not feasible, the applicant should possibly provide intersection reconfiguration to improve safety.

Applicant Response: Applicant determined that the Stone Place (now known as lack Flats) site plan approval.

Applicant Response: Applicant determined that the Stone Place (now known as Jack Flats) site plan approval permitted that the shared driveway (between Jack Flats and 99 Washington) be a one-way "in only" drive. Applicant will work with the owners of Jack Flats to make this a one-way "in only" drive.

19. No parking of construction vehicles should be allowed within the City's right-of-way. While onsite parking is supposed to be limited during construction to encourage the use of transit, should parking spill out onto Washington Street due to these restrictions, they should be loosened to ensure that on-street parking of construction vehicles does not occur.

Applicant Response: Understood

20. The Construction Management Plan notes that idling vehicles will not be allowed. This comment simply reinforces the importance of meeting this requirement to protect the environment and limit unnecessary construction noise.

Applicant Response: Understood

21. Trash pickup is described in the application as likely to be weekly. Trash pickup should be required to be weekly at a minimum. Furthermore, the trash collection area appears to be small to also encompass recycling. The applicant should be required to have on-site recycling of various types, along with a service for collection and hauling of recycling.

Applicant Response: Applicant confirmed with the Property Manager, Lincoln Properties, and architect, ICON, that the trash room is of enough size to accommodate both trash and recycling. The trash pickup will be scheduled by the Property Manager and will depend upon the stabilized trash output. It is presumed that initially there will be 2 trash pickups weekly.

- 22. The City supports the closing in of the unnecessary curb cuts totaling approximately 90 linear feet of frontage, to improve walkability and aesthetics. The City must be present to oversee this work. *Applicant Response: Understood.*
- 23. The proposed parking space widths are 8.5 feet rather than the required 9 feet. The Engineering Division supports the use of 8.5-foot wide parking spaces, as they have proven to be adequate in other locations. Also, the reduction in width may allow for more green space on the property, which is encouraged.

A&M Response: The standard parking stall width in the City of Manchester New Hampshire is 8.5 feet, the practice of which has been in successful use for many years.

24. The City promotes the planting of as many new trees as feasible as part of this project. While the sidewalk width may not be adequate, if there are areas where street trees could be planted, the City would support the planting of trees in appropriate locations within the right-of-way. The Engineering Division also promotes the protection of mature trees within the site during construction.

Applicant Response: A detailed landscape plan will be provided as part of the final site plan and will include street trees along the project frontage.

Sewer System Comments

No Response Required

These comments are based on review of the revised Sewer Impact Analysis, dated February 7, 2020.

25. The Engineering Division is pleased with the detailed analysis provided by Allen & Major in the Sewer Impact Analysis. The analysis uses Title 5 flows with an additional peaking factor of 5.6 to establish peak flows within the existing and proposed sewer systems. The analysis also assumes a Manning's Equation "n" value of 0.013 for all clay pipes and 0.010 for all newer PVC pipes. The existing flow conditions are compared with the proposed conditions for each pipe reach downstream of the proposed project, as well as the service lateral from 99 Washington Street. The methodology and flow values used for the analysis were reviewed and are appropriate.

26. The Engineering Division reviewed the impact analysis compared to a best practice value of sewer peak design flows not exceeding 60% full in any given pipe reach. This is an appropriate value to use, especially given that any extraneous flows (infiltration and inflow) would be above and beyond the peak sanitary flow volumes. Under existing conditions, the analysis shows that the only pipe approaching 60% full is Pipe Reach #9, immediately upstream of the MWRA sewer, downstream of Stone Place. This pipe reach was replaced as part of the Stone Place project, along with Pipe Reaches #4, #5, #6, #7, and #8, with new 12-inch PVC pipe. Under proposed conditions, using the conservative methodology applied under this analysis, Pipe Reach #9 is projected to be 65% full and Pipe Reach #3 is 60% full. Pipe Reach #3 is an 8-inch clay sewer main.

No Response Required

27. The analysis presented includes many conservative assumptions. While the peaking factors used are appropriate, both the Title 5 calculation for daily flows and the peaking factor of 5.6 for peak instantaneous flows add a level of conservatism to the analysis. Based on the results, further analysis is required on Pipe Reaches #3 and #9 to confirm future peak flow conditions will be less than 60% full. The Engineering Division recommends that the project proponent perform flow metering in two locations – the downstream end of Pipe Reach #8 and the downstream end of Pipe Reach #3. If this metering can show springtime peak flows lower than the existing flow rates calculated in the conservative analysis, those flow rates could be used instead to establish baseline conditions.

A&M Response: The Applicant has agreed to this request.

28. The worst-case scenario is that the City would require Pipe Reaches #3 and #9 to be replaced. If this was done, Pipe Reach #3 would need to be upsized to either 10" or 12" pipe, and Pipe Reach #9 would need to be upsized to at least 15" pipe. The final sizes would be based on achieving a peak flow of less than 60% of the pipe volume. Please note that Pipe Reach #9 does not meet the minimum recommended slope for a 12" pipe. This is suspected to be dictated by the connection to the MWRA pipeline. In order to meet minimum slopes, a 21" pipe would be required; however, this is not recommended at this time and would depend on the additional data noted above. The lack of meeting minimum slope is not anticipated to be problematic provided that peak flow velocities are sufficient to move solids and prevent settling.

A&M Response: The Applicant has agreed to this request.

29. The applicant should perform a CCTV mainline inspection of the sewer mains in Washington Street downstream of the project (Pipe Reaches #2 and #3), to ensure that their condition is adequate for tying in the additional flow. Pipe Reaches #2 and #3 are believed to be 10-inch and 8-inch vitrified clay pipe, respectively. The condition of the pipes may also result in a recommendation to either replace or line these pipe reaches. The City plans to perform a CCTV inspection of the pipe reaches in Washington Street upstream of the connection for 99 Washington Street, in conjunction with the work currently underway to rehabilitate sewers on Brazil Street (lining and/or replacement).

A&M Response: The Applicant has agreed to this request.

30. Prior to the issuance of a building permit, the applicant will be required to pay a one-time infiltration/inflow (I/I) fund contribution for any increase in proposed sewer flows compared to existing conditions. The current cost for this fee is \$6.89 per gallon-per-day (gpd), calculated using Title 5 flows to determine the pre- and post-construction conditions. Assessor's Department records and floor plans will be used by the Engineering Division to make the final determination regarding flows before and after construction. Based on the preliminary estimate provided by Allen & Major Associates of an increase in flows of 14,582 gpd, the fee would be \$100,470. Final confirmation of the fee will occur prior to the issuance of the building permit.

A&M Response: The Applicant has agreed to this request.

31. Depending on the outcome of the flow metering noted above, the City may opt to spend the I/I mitigation fee, or some portion thereof, on I/I reduction within the sewer subarea in which the project is located (Subarea 9A), beyond the sewer reaches to be potentially addressed by the developer. This would help to minimize future peak flows in this neighborhood. I/I in this neighborhood is not anticipated to be significant, given that much of the pipe within the subarea has recently been replaced during the Stone Place and other development projects; however, the combination of CCTV inspections and flow metering data will allow the City to more accurately make this determination.

A&M Response: Understood.

Drainage System Comments

32. The calculations included in the Drainage Summary Letter present an overall increase in impervious area on site from 111,298 sf to 116,095 sf (+4,797 sf). This is due to the fact that the porous pavement proposed to be added does not count as pervious area, while the existing gravel parking lot does. Despite this increase, there is an overall decrease in peak rates of runoff.

A&M Response: The existing gravel parking area mentioned above is comprised of compacted recycled asphalt product (RAP). Stormwater runs off of this material in a manner similar to standard bituminous pavement and for all intents and purposes it should be considered impervious. That being said, the drainage calculations do make a slight distinction between the two surfaces. Standard pavement has a runoff coefficient (CN) of 98 and the area of RAP has a CN of 96. We suggest that it is reasonable to consider both surfaces as "impervious" since there is only a 2% difference in the CN value.

Regarding the porous pavement, the drainage calculations treat the porous pavement area as standard pavement in order to quantify the amount of stormwater that enters the porous pavement system. This is a modeling technique and does not change the fact that the porous pavement is permeable. It is similar to how a surface detention pond is modeled as an impervious surface. This is done because all of the rainfall that lands on the surface detention pond, enters the detention pond—there is no runoff. Similarly, all of the rainfall that lands on the porous pavement enters the stone reservoir course below.

Despite the nomenclature used in the stormwater modeling, there is a reduction in impervious area for the proposed redevelopment and consequently, the project is considered a redevelopment under the Massachusetts Stormwater Handbook.

- 33. The City strongly supports the use of porous pavement, as included in the design, and notes the importance of routine maintenance to maintain its effectiveness. The applicant's engineers have indicated that the porous pavement will meet University of New Hampshire standards.

 A&M Response: The applicant has included in the appendix of the Drainage Summary the maintenance requirements for porous pavement which state that the areas shall be vacuum swept at least twice per year which will ensure that the system will function properly.
- 34. The Drainage Summary Letter does not specifically address some of the requirements outlined in the Site Plan Review section of the Zoning Code pertaining to stormwater. Specifically, those requirements state that, to the extent practicable, best management practices "shall be sized to capture, retain, and percolate to ground all runoff from impermeable surfaces generated by the five-year, twenty-four-hour storm event. Preferred BMPs shall include, but not be limited to, constructed wetlands, pocket wetlands, rain gardens,

vegetated swales, retention/detention ponds, and subsurface leaching systems." Furthermore, the code references other low-impact design elements—such as "porous pavements, bioretention cells, infiltration trenches, rainwater collection cisterns, and other design methods that maximize the use of landscaped areas for stormwater control and promote the reuse of runoff." The applicant should provide a written statement indicating whether the project meets these requirements and, if these requirements are not met, and explanation should be provided as to why and how they were addressed "to the extent practicable."

A&M Response: As a redevelopment project, there are limitations to the extent that the BMPs can completely recharge the five-year storm event. In accordance with Site Plan Review regulations, the project does use porous pavement in every location that is practicable. The rear parking area is the only area where porous pavement is not used. This area is not considered a viable location for the porous pavement due to the historic uses and subsurface alteration. We have modified the porous pavement sections for the areas in the front and side of the building to accommodate more stormwater storage and provide additional recharge. The result is a further reduction in the peak rate and total runoff volume from the proposed redevelopment, when compared to the existing conditions.

- 35. Please provide a checklist and backup data showing that the project is in compliance with all applicable MassDEP Stormwater Handbook standards. Due to the increase in impervious area, this project will be classified as a new development. Therefore, the project is required to fully meet the applicable stormwater management standards.
 - A&M Response: The requested checklist is included in the revised Drainage Report, which is attached.
- 36. Please provide additional information and any backup data on the downstream structures. It is difficult to fully understand the stormwater quality improvements that will occur prior to discharge without a better understanding of the offsite structures into which the site drainage will discharge. Furthermore, as noted above, agreements should be put into place for any commonly owned drainage features with adjacent properties. These should address ownership, maintenance, and replacement responsibilities, both now and in the future.
 - A&M Response: The locations of offsite drainage structures and piping have been added to the plans to clarify the downstream infrastructure. The easement documents relating to Stone Place and 37/47 Washington Street are attached to this letter.
- 37. Please show connections of all drainage structures (existing and proposed) within the site and on the abutting properties. It is unclear where some DMHs and CBs discharge and flow to/from. Even though there is an overall decrease in peak rates of runoff to SP-1, there are ultimately two offsite discharge points. The DMH discharge point to the southwest appears to have a decrease in peak rates of runoff while the DMH discharge point to the southeast appears to have an increase. The cumulative peak rates of runoff show an overall decrease, however, we want to make sure the southwest point will be able to convey the increase stated above.
 - A&M Response: The locations of offsite drainage structures and piping have been added to the plans. This illustrates that stormwater from the southwest and southeast, as described in the comment above, all flows to the structure labeled on the plan as EX-DMH-E. For this reason, EX-DMH-E was chosen as Study Point 1. The rate of runoff to EX-DMH-E has decreased for each of the design storm events.
- 38. Please add flow direction arrows to the watershed maps.
 - A&M Response: Flow direction arrows have been added to the Existing Watershed Plan and the Proposed Watershed Plan as requested.

- 39. Please add a link for Study Point SP-2 in the existing conditions model.

 **A&M Response: A link has been added for Study Point 2 in the existing model as requested.
- 40. Please add all at-grade utility structures to the Layout and Materials plan. **A&M Response: The at-grade utility structures have been added to the Layout & Materials Plan as requested.**
- 41. Please confirm there are no constructability issues of DM-06 with new 12" roof drain and existing 12" drain from Ex CB-A. There shall be 12" minimum of concrete between the OD of each inlet pipe.

 A&M Response: We have confirmed that 12" of separation can be maintained between the pipes. The following note has been added to the plan: "Contractor to ensure 12" separation between existing & proposed pipe inlets".
- 42. The proposed watershed model labels DM-04 as DM-05. Please clarify. **A&M Response:** We chose to model drain manhole DMH-05 because it is the furthest downstream structure proposed along this run of piping. The HydroCAD model has been revised to include both DMH-04 and DMH-05 for clarity.
- 43. Please clarify what the 44.77 flood elevation is for structure DMH-05 in the model. **A&M Response:** The flood elevation for DMH-05 has been revised to 45.50, which is the structure's proposed rim elevation.
- 44. Please replace CB-01 with a standard 4-diameter concrete catch basin structure.

 A&M Response: Catch basin CB-01 has been changed to a standard 4' diameter structure as requested.
- 45. The parking lot drainage on the eastern side of the site appears to be very flat (less than 0.5% slope), which may cause ponding in rain events. Please revise or clarify runoff patterns in this area. If possible, please adjust all paved areas to 1% minimum slopes. It is advised to consider depressed rain gardens with overflows in the landscape island(s) to collect and treat runoff in this area. This may be a good option to increase the parking lot slope while not requiring the lowering of the existing CB rim. This would also provide additional compliance with the Site Plan Review stormwater requirements.
 - A&M Response: We have reviewed the pavement areas to confirm a minimum of 1% slope in all directions. We have added slope arrows to demonstrate compliance with this criteria.
- 46. An operations and maintenance plan for all drainage system components must be submitted meeting all manufacturers' recommendations. The responsibility for implementation will lie with the property owner(s). If maintenance is not performed, the City reserves the right to perform such maintenance and charge the owners. The requirement for maintenance must be incorporated into any homeowners' agreement if there are ultimately multiple owners in the building.
 - A&M Response: An operation and maintenance plan is included in the appendix of the revised Drainage Report.

Water System Comments

These comments are based on the Utilities Plan by Allen and Major dated November 25, 2019.

47. The proposed water service to the building appears to be provided via an existing private 10-inch water main off of the City's main on Washington Street. That applicant should confirm that this main is, and will continue to be, privately owned and maintained.

A&M Response: The 10-inch water is and will continue to be privately owned and maintained.

48. Please note the material and age of the existing private water main. If the main is unlined cast iron, the applicant should consider either replacing or cleaning and cement lining the main. If it is lined cast iron, the condition should be confirmed during excavation for the new taps.

A&M Response: The 10-inch water main is a cement lined ductile iron pipe installed during the construction of the Stone Place (a.k.a. Jack Flats) development (2011-2013).

49. The private water main appropriately terminates with a 6" gate valve and a hydrant, which can be used by the property owner to flush the main. The City recommends flushing this main once every other year at a minimum.

A&M Response: The Applicant agrees with this request.

50. In a prior discussion with the applicant, the City had been informed that the private water main was looped back into the City's system. This does not appear to be the case based on the drawings. Please clarify if this is the case. If so, the City may require backflow prevention devices on all connections off the main.

A&M Response: The 10-inch line is looped back to the Stone Place waterline, which connects to back out to Pleasant Street. The Applicant is willing to install backflow prevention devices if required by the City.

51. The fire service appears to presently be tapped off the private main in the rear of the building. This tap is proposed to be reused for both the fire and domestic services to the building. The applicant will be permitted to use this tap for the fire service only. A new domestic tap should be made off of the 10-inch private main, in order to separate the fire and domestic services into two separate lines.

A&M Response: The Utility Plan has been revised to provide a separate tap for the proposed domestic water service as requested.

52. The notes indicate that if water and sewer services cannot maintain adequate separation, they should be encased in concrete. The City prefers to have the services sleeved for 10-feet on either side of the area where minimum separation cannot be maintained, rather than encased in concrete, for the ease of future maintenance and repairs. Please update this information in the notes on the Utilities Plan.

A&M Response: The Utility Plan notes have been revised to provide a sleeve in place of the previously proposed concrete encasement as requested.

53. The applicant will be required to determine the water meter size in conjunction with the Water and Sewer Billing Division. The meter will be required to include the technology required for the City's remote read system. In addition, the applicant could consider submetering within the building if desired. This would, however, require separate plumbing to each unit, which may not be practicable in a building of this size. Furthermore, since the property is proposed to be apartments, the City would only read the master meter and would bill based on that usage.

A&M Response: The Applicant will work with the Water and Sewer Billing Division to provide the appropriate water meter for the building. Sub-metering of the individual units is not proposed due to the size of the building.

54. All required backflow prevention devices must be registered for routine inspections with the City's subcontractor, Water Safety Services Inc., in Woburn, MA. The applicant must contact Bob Heitz or Joe Heitz at

Water Safety Services to add this address to the inspection list. He can be reached at 781-932-8787. All initial inspections shall be completed prior to occupancy.

A&M Response: Understood.

55. Any water used during construction must be metered. No water use is allowed off of a hydrant, unless a meter has been installed on the hydrant and the City takes both initial and final reads. If necessary, this can be coordinated through the Water and Sewer Billing Division at 781-979-4175.

A&M Response: Understood.

56. The City must be present to witness all pressure and bacterial tests on new water infrastructure. This can be scheduled through the Engineering Division.

A&M Response: Understood.

Other Utility Comments

These comments are also based on the Utilities Plan by Allen and Major dated November 25, 2019.

57. The City concurs with all notes on the Utilities Plan unless otherwise noted herein.

A&M Response: No response required.

58. It appears that a new electrical transformer is proposed to be installed in the front of the building, where the existing transformer is presently located. Adequate screening should be provided to make this location aesthetically acceptable to the neighboring properties. The applicant should work with National Grid as early as possible in the process to ensure adequate capacity exists within their system and to identify the needs to feed the new transformer.

Applicant Response: The landscape plan will be designed to provide screening for the proposed transformer. The Applicant will work with National Grid regarding the sizing and capacity of the transformer as requested.

59. Any new underground electrical utilities proposed to be buried within the right-of-way will require a Grant of Location from the Melrose City Council. This would be coordinated between National Grid and the City Clerk's office.

Applicant Response: Understood

60. Gas utility upgrades do not appear to be shown on the plans. Please indicate whether the gas service will require replacement.

A&M Response: To reduce the project's carbon footprint, the current design proposal is to use electric hot water and heat (heat pump units). However, the retail tenant may require gas for food preparation.

61. Any abandoned water and sewer utility connections to the City's mains will be required to be cut and capped at the respective mains.

A&M Response: The Applicant requests that the existing, to be abandoned, water and sewer services are allowed to be capped at the limit of the project to avoid disturbance in Washington Street and the resulting MWRA 8m permit.

General Comments

62. All work within the right-of-way, and any utility work, including that on private property, will require permits from the Engineering Division. These permits can be obtained by bonded and insured contractors by contacting

Rick Cantone at 781-979-4172. Permit requirements will include notification by the applicant to nearby properties in advance of any work in the roadway, in addition to other provisions as deemed appropriate by the Engineering Division.

Applicant Response: Understood

63. Any work in the vicinity of MWRA water or sewer utilities will require 8(m) permits from the MWRA. These would be obtained by the applicant or their representatives.

A&M Response: Understood.

64. Please provide copies of any environmental remediation reports either for recent testing within the building or for remediation required during the demolition of the building interior.

A&M Response: The Applicant will provide as requested.

65. Given the scale of the project, the project proponent should have a Resident Project Representative onsite during all utility construction or rehabilitation, as well as during paving and placement of porous pavement. Furthermore, the City requests that evidence of shop drawing reviews by the Engineer be provided to the City for all materials used for the proposed utility and paving work, including elements of the water, sewer, and drainage systems.

A&M Response: The Applicant agrees to this request.

66. As-built plans will be required at the conclusion of the project, submitted to the Engineering Division for our files, including the final locations, materials, and sizes of all utilities and other features as deemed necessary by the City. Any comments on the draft as-built plans shall be addressed and the plans resubmitted if requested by the Engineering Division.

A&M Response: The Applicant agrees to this request.

Very Truly Yours,

ALLEN & MAJOR ASSOCIATES, INC.

Brian D. Jones, PE Senior Project Manager

Attachments:

- 1. Recorded Easement Plan
- 2. Recorded Easement Agreement
- 3. Pole mounted light fixture cut sheets
- 4. Site Plan Set, revised February 27, 2020
- 5. Drainage Report, Revised February 27, 2020

Cc:

- 1. David R. Lucas Esq., Lucas Law Group (via e-mail)
- 2. Christopher J. Kelly, Insight Partners, Inc. (via e-mail)
- 3. Nancy Ludwig FAIA, LEED AP, ICON Architecture (via e-mail)
- 4. Elizabeth Peart, Howard Stein Hudson (via e-mail)

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ECKERT SEAMANS CHERIN MELLOTT TWO INTERNATIONAL PLACE, FLOOR 16 BOSTON, MA 02110





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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement"), made as of the **Z**81 day of February, 2011, by and between Joseph J. Tozza, Trustee of the Furniture Realty Trust, u/d/t dated June 3, 1986, recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 17055, Page 427, with a principal place of business at 99 Washington Street; Melrose, Massachusetts 02176 (the "Trust"), Washington Street Venture Limited Partnership, with a principal place of business at 398 Columbus Avenue, #293, Boston, Massachusetts 02116 ("WSVLP"), Thomas Ford and Gaetane M. Ford, being all of the partners of Tasco Realty Company, Thomas E. Ford, individually, Arthur S. Crowe and Mary F. Crisman, Trustees of the Mary F. Crowe Living Trust, u/d/t dated September 24, 1990, Mary F. Crisman, Trustee of The Crowe Family Irrevocable Trust, u/d/t dated December 30, 2003 (collectively, the "Individuals") (WSVLP and the Individuals are sometimes hereinafter referred to collectively as "Washington") and Stone Place Limited Partnership, a Massachusetts limited partnership, with a principal place of business at 398 Columbus Avenue, #293, Boston, Massachusetts 02116 ("SPLP") (SPLP and the Individuals are sometimes hereinafter referred to collectively as "Stony").

Preliminary Statement

WHEREAS, the Trust is the owner of property known as and numbered 99 Washington Street, Melrose, Massachusetts, more particularly described as Lot 2 on a certain plan entitled "Plan of Land in Melrose" dated May 19, 1971, prepared by Hayes Engineering Inc. (the "1971 Plan"), recorded with the Registry in Book 12054, Page 352 ("99 Washington"). For the Trust's title see deeds from Irving P. Rothstein et al, Trustees of the Edith A. Rothstein Family Trust No. 1-1964 and Lillian V. Rothstein, et als, both dated June 3, 1986, recorded with the Registry in Book 17055, Pages 439 and 442, respectively.

WHEREAS, Washington is the owner of the property known as and numbered 37 Washington Street, Melrose, Massachusetts, more particularly described as Lot 1 on the 1971 Plan ("37 Washington"). For Washington's title see deeds recorded with Middlesex South District Registry of Deeds as follows: (i) deed of Stephanie Hersey Kolman dated December 23, 1976 and recorded with said Registry in Book 13120, Page 524, (ii) deed of Elliott Hersey and Allison Hersey Risch dated December 26, 1976 and recorded with said Registry in Book 13120, Page 527, (iii) deed of Carol Hersey Cusack et al dated December 22, 1976 and recorded with said Registry in Book 13120, Page 530, (iv) deed of Angie Crockett dated December 18, 1970 and recorded with said Registry in Book 11934, Page 415, (v) deed of Irving P. Rothstein, William M. Glovsky and Jack Rosenfield, Trustees of the Edith A. Rothstein Family Trust No.

1-1964 dated August 12, 1970, recorded with said Registry in Book 12054, Page 352, (vi) deed of David A. Bryant dated August 3, 1998 recorded with said Registry in Book 28938, Page 579, (vii) confirmatory deed of David A. Bryant dated February 20, 2009, recorded with said Registry in Book 52575, Page 161 and (viii) deed of SPLP dated April 14, 2010 recorded with said Registry in Book 54555, Page 289.

WHEREAS, Stony is the owner of the property known as and numbered 72 and 78 Stone Place, 99R and 101 Washington Street, Melrose, Massachusetts, more particularly described as Lot A on a certain plan entitled "Stone Place, Melrose, MA" prepared by Allen & Major Associates, Inc., (the "2010 Plan") recorded with the Registry herewith (the "Stone Place Lot"). For Stony's title see deed from James M. Bryant, et als, dated April 11, 2009 recorded with the Registry in Book 52575, Page 172 and deeds recorded with Middlesex South District Registry of Deeds as follows: (i) deed of Stephanie Hersey Kolman dated December 23, 1976 and recorded with said Registry in Book 13120, Page 524, (ii) deed of Elliott Hersey and Allison Hersey Risch dated December 26, 1976 and recorded with said Registry in Book 13120, Page 527, (iii) deed of Carol Hersey Cusack et al dated December 22, 1976 and recorded with said Registry in Book 13120, Page 530, (iv) deed of Angie Crockett dated December 18, 1970 and recorded with said Registry in Book 11934, Page 415 and (v) deed of Irving P. Rothstein, William M. Glovsky and Jack Rosenfield, Trustees of the Edith A. Rothstein Family Trust No. 1-1964 dated August 12, 1970, recorded with said Registry in Book 12054, Page 352.

WHEREAS, for the benefit of the parties to this Agreement, the parties hereto desire to terminate certain existing easements and create new easements across certain of their respective parcels (such parcels are sometimes referred to individually as a "Parcel" and collectively as the "Parcels"), all in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the sum of Ten (\$10.00) Dollars paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

- 1. The Trust, Washington and Stony hereby terminate, extinguish and release any and all rights created in, over, through or under each of the other parties' Parcels created by (i) a certain Quitclaim Deed dated February 12, 1940, recorded with the Registry in Book 6369, Page 282, (ii) a certain Quitclaim Deed dated January 16, 1936, recorded in Book 6005, Page 91 or (iii) otherwise, including, without limitation, any implied or prescriptive rights or easements that may be claimed by any party hereto.
- 2. Washington hereby grants and conveys to the Trust and Stony and to their respective successors and assigns and to the future owners of 99 Washington Street and the Stone Place Lot, a perpetual non-exclusive appurtenant right and easement, in common with Washington, Stony and the Trust and their respective successors and assigns, tenants and invitees, to cross, pass and repass by vehicle or on foot, in, upon and over 37 Washington for the purpose of providing vehicular and pedestrian access between Washington Street and 99 Washington Street and the Stone Place Lot (the "37 Washington Easement"). The 37 Washington Easement shall initially be located on 37 Washington in the areas shown as "Lot A" and "Lot B" located on 37 Washington as shown on a certain plan dated January 12, 1932,

recorded with the Registry as Plan No. 646 of 1932 in Book 5697, Page 1 (the "1932 Plan"). Washington shall have the right to relocate the 37 Washington Easement (the "Relocated 37 Washington Easement") to the Northeast portion of 37 Washington in the area shown to contain a portion of the Reciprocal Easement Area (as defined below) upon (i) demolishing the one story structure partially located in the Relocated 37 Washington Easement area and paving the area thereunder to create a driveway and (ii) providing not less than ten (10) business days prior written notice to the Trust and Stony that the location of the 37 Washington Easement is being relocated to the Reciprocal Easement Area. Thereafter, the right of the Trust and SPLP to pass and repass over 37 Washington pursuant to the 37 Washington Easement shall be limited to the portion of the Reciprocal Easement Area that is located on 37 Washington Street as shown on the 2010 Plan and all rights that the Trust or Stony have or have had to pass and re-pass over any portion of Lot A or Lot B as shown on the 1932 Plan (except for the portion of Lot A that is located within the Relocated 37 Washington Easement area) shall automatically terminate. A certificate signed by Washington and recorded with the Registry certifying that the 37 Washington Easement has been relocated as permitted hereunder shall be conclusive of the fact of such relocation.

- 3. The Trust, Washington and Stony each hereby grant and convey to the others, and to their respective successors and assigns and to the future owners of 99 Washington, 37 Washington and the Stone Place Lot, a perpetual non-exclusive appurtenant right and easement, in common with the Trust, Washington and Stony and each of their respective successors and assigns, tenants and invitees, for the Reciprocal Easement Purposes (as that term is hereinafter defined), in, upon and over that certain area designated as the "Reciprocal Easement Area" on the 2010 Plan. For purposes of this Agreement, the term "Reciprocal Easement Purposes" shall mean: to cross, pass and re-pass on foot or by vehicle, to install, maintain, repair and replace underground water, drain, sanitary sewer, gas, electric, cable, telephone and other utility lines, pipes, conduits and appurtenances thereto and to drain into, discharge into, use, connect to and maintain connections therefore. The term "Reciprocal Easement Purposes" shall also mean for any time period that 99 Washington is utilized for commercial purposes, the right to load and unload personal property and merchandise to and from trucks or other vehicles in the rear of the building located at 99 Washington.
- 4. The Trust and Washington each hereby grant and convey to the other and to Stony, and to their respective successors and assigns and to the future owners of 99 Washington, 37 Washington and the Stone Place Lot, a perpetual non-exclusive appurtenant right and easement, in common with the Trust, Stony and Washington and each of their respective successors and assigns, to use that certain area described as "Access & Utility Easement F" on the 2010 Plan for purposes of crossing, passing and re-passing on foot or by vehicle, and for the installation, maintenance, repair and replacement of underground water, drain, sanitary sewer, gas, electric, cable, telephone and other utility lines, pipes, conduits and appurtenances thereto and to drain into, discharge into, use, connect to and maintain connections therefore. Notwithstanding the creation of this easement, Washington and its successors and assigns shall be permitted to create and maintain a parking lot in the Access & Utility Easement F area provided there is always a driveway through said easement area.
- 5. The Trust hereby grants and conveys to Washington and Stony and to their respective successors and assigns and to the future owners of 37 Washington Street and the

Stone Place Lot, a perpetual non-exclusive appurtenant right and easement, in common with the Trust, Stony and Washington and each of their respective successors and assigns, to use that certain area described as "Grading, Utility and Access Easement 'B" ("Easement Area B") located on 99 Washington and shown on the 2010 Plan, for the purposes of the installation, maintenance, repair, replacement, drainage into, discharge into, use, grading, connection for and maintenance of connections for underground water, drain, sanitary sewer, gas, electric, cable, telephone and other utility lines, pipes, conduits and appurtenances thereto and to drain into, discharge into, use, connect to and maintain connections therefore. In the event any party to this Agreement installs any such utilities in Easement Area B, the other parties hereto shall have the right to tie into and utilize such utilities at their respective sole cost and expense provided that in each such instance, all necessary utility company consents and approvals are obtained prior to performing such work. Notwithstanding the foregoing, the Trust shall not be charged a connection fee by Stony to connect to the new sewer trunk anticipated to be installed by Stony in Easement Area B. In addition, at the time Stony installs a sewer trunk in Easement Area B, Stony shall provide the Trust and Washington each with a separate sewer stub to which they can connect their respective properties (after each obtains all necessary permits and approvals).

- 6. Stony hereby grants and conveys to the Trust and Washington and to their respective successors and assigns and to the future owners of 99 Washington and 37 Washington, a perpetual non-exclusive appurtenant right and easement, in common with the Trust, Stony and Washington and each of their respective successors and assigns, to use that certain area described as "Access & Utility Easement 'G" on the 2010 Plan for purposes of the installation, maintenance, repair and replacement of underground water, drain, sanitary sewer, gas, electric, cable, telephone and other utility lines, pipes, conduits and appurtenances thereto and to drain into, discharge into, use, connect to and maintain connections therefore.
- 7. The Trust, Stony and Washington shall each have the right to use the easement area(s) located on their respective Parcels for any purpose not inconsistent with this Agreement.
- 8. In the event any easement area created under this Agreement is excavated or disturbed, the party causing such activity shall restore the land to substantially the same condition it was in prior to such excavation or disturbance at such party's sole cost and expense. Each party hereto, prior to performing any work in an easement area described herein, shall notify the others of its anticipated work activities. All work in the easement areas shall be performed in an expeditious manner so as to minimize any interference with the rights of the other parties hereto to use the easement areas.
- 9. The Trust, Stony and Washington shall each be obligated to maintain and keep in good repair, reasonably free from snow and ice, all of the easement areas located on their respective Parcels. The Trust, Stony and Washington shall each have the right in performing any snow removal, maintenance or repair of an easement area located on its Parcel to cross over portions of the other parties' Parcel(s) by vehicle or other means as is necessary or convenient to perform such work, which use shall not materially interfere with the use of such other Parcel(s). The owner of the servient estate of each easement area shall be solely responsible for the cost of maintaining the same as required by the terms of this section 9.

- 10. The Trust, Stony and Washington shall each purchase and maintain commercial general liability insurance in commercially reasonable amounts insuring against loss or damage arising from personal injury, death or property damage. Such insurance shall name the owners of the other Parcels as additional insureds. Upon a transfer of title to any of the parcels herein described (or any portion thereof) the party transferring title shall have the obligation of providing written notice to the other party(ies) of such transfer and such other party(ies) shall have a reasonable period of time (not to exceed fifteen (15) days) to add the grantee noted in such written notice as an additional insured to its or their insurance policies.
- 11. The easements contained in this Agreement shall run with the land and be a burden on, and benefit to, 99 Washington Street, 37 Washington Street and the Stone Place Lot and inure to, and be for the benefit of, 99 Washington Street, 37 Washington Street and the Stone Place Lot and be for the benefit of the Trust, Stony and Washington, their respective successors and assigns. Each party hereto shall be bound by the terms of this Agreement during the period of its ownership.
- 12. Except as expressly set forth herein, this Agreement creates no other rights or burdens whether by implication or otherwise.
- 13. Whenever a transfer of ownership of a Parcel occurs, the transferor will not be liable for a breach of this Agreement occurring after such transfer.
- 14. The parties acknowledge that Washington intends to redevelop 37 Washington and Stony intends to redevelop the Stone Place Lot, which redevelopment may include, *inter alia*, changes to the current uses thereof. The Trust acknowledges that any such redevelopment will not constitute an overburdening of the easements granted to Washington or Stony in this Agreement and that any owner, tenant or invitee of 37 Washington or the Stone Place Lot or a portion thereof may fully exercise all of the easements and rights granted to Washington or Stony in this Agreement.
- 15. The Trust, Stony and Washington each represent and warrant to the other that it has full power and authority to execute and deliver this Agreement and to perform all obligations arising hereunder. The individuals executing this Agreement on behalf of the respective parties hereby represent and warrant that they have full power and authority to bind the party for which they have executed this Agreement.
- 16. This Agreement may be signed in counterparts and shall not be changed, modified, or discharged in whole or in part except by an agreement in writing signed by the party to be charged with such change, modification or discharge.
- 17. No provisions contained herein shall be construed to grant any gift, dedication, or any irrevocable rights to the general public or to any public purpose whatsoever of, in, or to any portion of the parcels herein described, it being the intention of the parties hereto that this Agreement shall be strictly limited to or for the purposes herein expressed.

[Signatures contained on the following pages]

Jad Jones
Joseph J. Tozza, as he is the Trustee of Furniture Realty Trust
WASHINGTON STREET VENTURE LIMITED PARTNERSHIP
By: Washington Street GP, LLC
By: Yonathan Halperin, Manager
STONE PLACE LIMITED PARTNERSHIP By: Mercer Properties, Inc., its general partner
By: Yonathan Halperin, President
and Treasurer
TASCO REALTY COMPANY
By Thomas E. Ford, Partner

Joseph J. Tozza, as he is the Trustee of
Furniture Realty Trust
WASHINGTON STREET VENTURE LIMITED PARTNERSHIP
By: Washington Street GP, LLC
By: Yonathan Halperin, Manager
STONE PLACE LIMITED PARTNERSHIP By: Mercer Properties. Inc., its general partner
Ву:
Yonathan Halperin, President and Treasurer
TASCO REALTY COMPANY
By Jhans Z. Fand Thomas E. Ford, Partner By Galton M. Ford Partner
By Gaetane Son. Ford. Partner

	Mary F. Crowe Living Trust
	By Arthur S. Crowe, Trustee
	By Mary F. Crisman, Trustee
	Thomas E. Ford The Crowe Family Irrevocable Trust
	By Mary F. Crisman, Trustee
C	OMMONWEALTH OF MASSACHUSETTS
County of Middlesex	
personally appeared Josep evidence of identification, name is signed on the prece-	
	NOTARY PUBLIC

Mary F. Crowe Living T	rust
ByArthur S. Crowe, Tru	stee
By Mary F. Crisman, Tra	ıstee
Thomas E. Ford	Tay
The Crowe Family Irrev	ocable Trust
By Mary F. Crisman, Tru	ıstee
COMMONWEALTH OF MASSACHUSET	TS
County of Middlesex	
On this day of, 2010, before me, the upersonally appeared Joseph J. Tozza, Trustee as aforesaid, proved evidence of identification, which were	to me through satisfactory, to be the person whose
NOTARY PUBLIC	

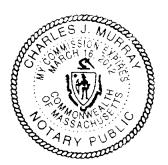
	Mary F. Crowe Living Trust
	ByArthur S. Crowe, Trustee
	By May I Curner, Justice Mary F. Crisman, Trustee
	Thomas E. Ford
	The Crowe Family Irrevocable Trust
	By Mary F. Crisman, Trustee Mary F. Crisman, Trustee
COMMONWE	EALTH OF MASSACHUSETTS
County of Middlesex	
evidence of identification, which were	
NO	OTARY PUBLIC

Mary F. Crowe Living Trust
ByArthur S. Crowe, Trustee
By Mary F. Crisman, Trustee
Thomas E. Ford The Crowe Family Irrevocable Trust
ByMary F. Crisman, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this 20th day of March, 2011, before me, the undersigned notary public, personally appeared Joseph J. Tozza, Trustee as aforesaid, personally known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of Furniture Realty Trust for its stated purpose.



NOTARY PUBLIC

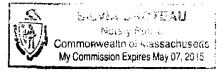
MY COMMISSION EXPIRES:

COMMONWEALTH OF MASSACHUSETTS

COMMON WEALTH OF MASSACHUSETTS
County of Suffolk
On this 3 day of March, 2011, before me, the undersigned notary public, personally appeared Yonathan Halperin, Manager of Washington Street GP, LLC, the general partner of Washington Street Venture Limited Partnership, proved to me through satisfactory evidence of identification, which were preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS County of Suffolk COMMONWEALTH OF MASSACHUSETTS County of Suffolk Commonwealth of Massachusetts My Commission Expires January 21, 2016
On this 3rd day of March, 2011, before me, the undersigned notary public, personally appeared Yonathan Halperin, President and Treasurer of Mercer Properties, Inc., the general partner of Stone Place Limited Partnership, proved to me through satisfactory evidence of identification, which were person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS Commonwealth of Massachusetts Commonwealth of Massachusetts My Commission Expires January 21, 2016
On this day of March, 2011, before me, the undersigned notary public, personally appeared Thomas E. Ford, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk
On this
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
County of Suffolk
On this day of 2010, before me, the undersigned notary public, personally appeared Yonathan Halperin. President and Treasurer of Mercer Properties, Inc., the general partner of Stone Place Limited Partnership, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
On this



COMMONWEALTH OF MASSACHUSETTS

County of <u>Hiddlesex</u>
On this Jorday of Colcher. 2010, before me, the undersigned notary public, personally appeared Gaetane M. Ford proved to me through satisfactory evidence of identification, which were Arthus (ICHO), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose. SILVIA CNOTEAU Notary Public Commonwealth of Massachusetts My Commission Expires May 07, 2015
COMMONWEALTH OF PENNSYLVANIA
County of
On this, day of, 2010, before me, the undersigned notary public, personally appeared Arthur S. Crowe, Trustee of the Mary F. Crowe Living Trust, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
County of
On this day of 2010, before me, the undersigned notary public, personally appeared Mary F. Crisman, Trustee of the Mary F. Crowe Living Trust, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.
NOTARY PUBLIC

{K0398617.7}

COMMONWEALTH OF MASSACHUSETTS

County of
On this day of, 2010, before me, the undersigned notary public personally appeared Gaetane M. Ford proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
County of Chester
On this 24 day of September, 2010, before me, the undersigned notary public personally appeared Arthur S. Crowe, Trustee of the Mary F. Crowe Living Trust, proved to me through satisfactory evidence of identification, which were PA Driver's Ucense, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
Notarial Seal Jodi L. Blackburn, Notary Public Westtown Twp., Chester County My Commission Expires Dec. 26, 2011 Member, Pennsylvania Association ONO NO
County of
On this day of, 2010, before me, the undersigned notary public, personally appeared Mary F. Crisman, Trustee of the Mary F. Crowe Living Trust, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.
NOTARY PUBLIC

COMMONWEALTH OF MASSACHUSETTS

County of
On this day of, 2010, before me, the undersigned notary public personally appeared Gaetane M. Ford proved to me through satisfactory evidence didentification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarisfor its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
County of
On this day of, 2010, before me, the undersigned notary public personally appeared Arthur S. Crowe, Trustee of the Mary F. Crowe Living Trust, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
County of Lancaster
On this 5 day of Octob., 2010, before me, the undersigned notary public personally appeared Mary F. Crisman, Trustee of the Mary F. Crowe Living Trust, proved to me through satisfactory evidence of identification, which were, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.
COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Diane L. Lefever, Notary Public Pequea Township, Lancaster County My commission expires March 17, 2014

{K0398617.7}

COMMONWEALTH OF PENNSYLVANIA

County of Lancaster	
On this 5 day of October, 2010, before me, the undersigned notary public personally appeared Mary F. Crisman, Trustee of The Crowe Family Irrevocable Trust, proved to me through satisfactory evidence of identification, which were	0

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Diane L. Lefever, Notary Public

Pequea Township, Lancaster County

My commission expires March 17, 2014

{K0398617.7}

Mortgagee's Consent (First Mortgage)

Middlesex Federal Savings, F.A., holder of a Mortgage and Security Agreement from the Trust, which mortgage is dated August 20, 1996, and recorded with the Registry in Book 26594, Page 356 and holder of an Assignment of Leases and Rents from the Trust, dated August 20, 1996, and recorded with the Registry in Book 26594, Page 374 (collectively, the "Middlesex First Mortgage"), for consideration paid, hereby consents to the Easement Agreement and subordinates the Middlesex First Mortgage and the indebtedness secured by it, so that the Middlesex First Mortgage is junior to the Easement Agreement in all respects, as fully and effectively as if the Easement Agreement had been executed and recorded prior to the Middlesex First Mortgage.

MIDDLESEX FEDERAL SAVINGS, E.A.

Its:_

COMMONWEALTH OF MASSACHUSETTS

County of Middles

On this 17 day of March, 2011, before me, the undersigned notary public, personally appeared Ground M. Lyan, Vice President of Middlesex Federal Savings, F.A. proved to me through satisfactory evidence of identification, which were was proved to me the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

NOTARY PUBLICA

MANUAL MA

Mortgagee's Consent (Second Mortgage)

Middlesex Federal Savings, F.A., holder of a Revolving Credit Mortgage from the Trust, which mortgage is dated August 19, 1998, and recorded with the Registry in Book 28987, Page 196 (the "Middlesex Second Mortgage"), for consideration paid, hereby consents to the Easement Agreement and subordinates the Middlesex Second Mortgage and the indebtedness secured by it, so that the Middlesex Second Mortgage is junior to the Easement Agreement in all respects, as fully and effectively as if the Easement Agreement had been executed and recorded prior to the Middlesex Second Mortgage.

MIDDLESEX FEDERAL SAVINGS F.A.

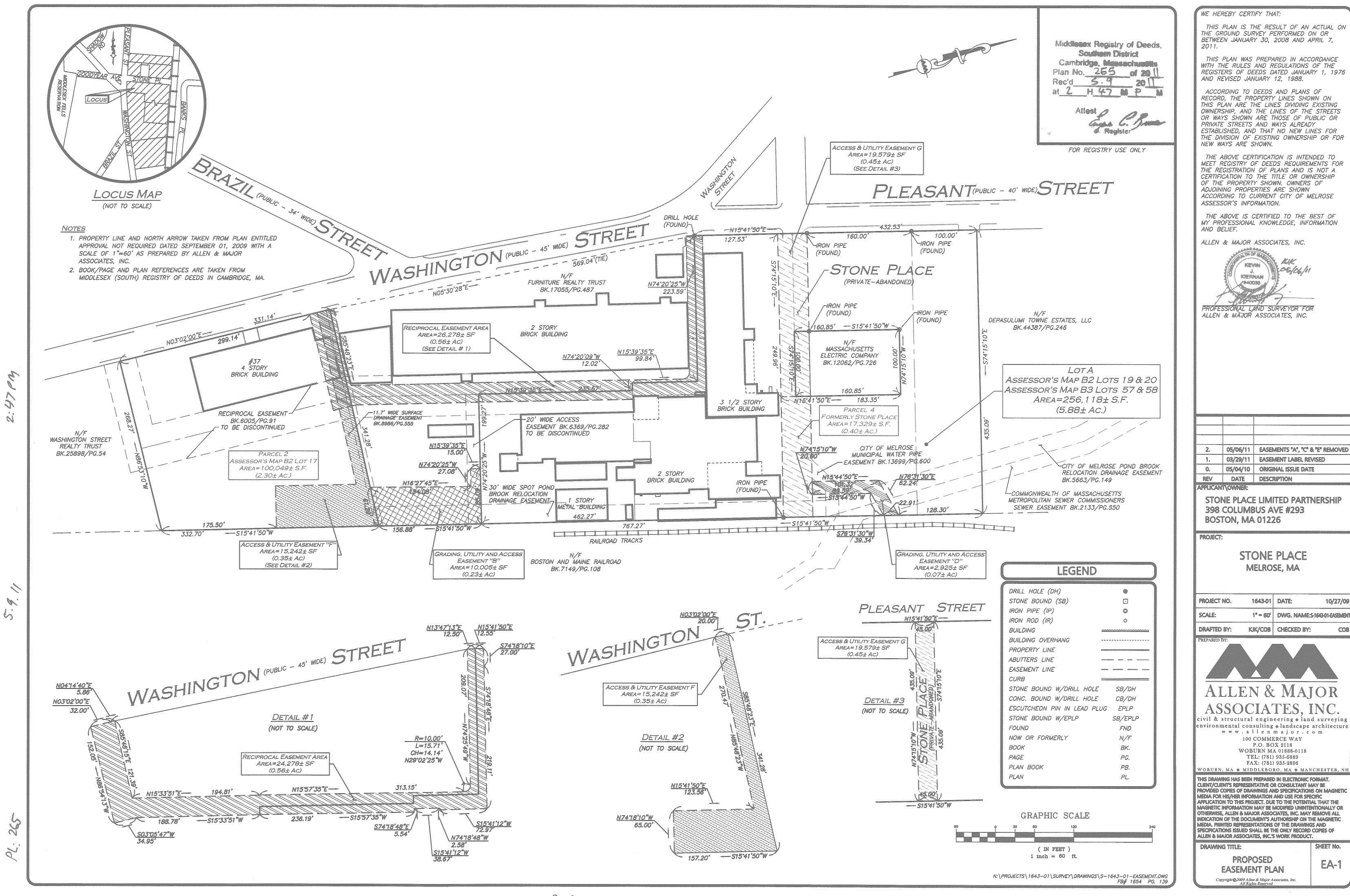
By: Marke President

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On this March, 2011, before me, the undersigned notary public, personally appeared <u>Cverry March</u>, Vice President of Middlesex Federal Savings, F.A. proved to me through satisfactory evidence of identification, which were <u>Cverrally work</u>, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

NOTARYPUBLIC



URBAN
SERIES

DECORATIVE PENDANT LUMINAIRE

Cat.#		8
Job	Туре	de
		Annrovals

SPECIFICATIONS

Intended Use:

The Beacon Urban luminaire is available with a choice of different LED wattage configurations, shapes, sizes and optical distributions designed to replace HID lighting up to 400W MH or HPS.

- Construction:
 The drivers shall be located in the top cast housing and shall be accessible by hinging the lower shade assembly. The driver and all electrical components shall be on a trav.
- The lower shade shall be made from a onepiece aluminum spinning.
- The housing is designed for LED thermal management without the use of metallic screens, cages, or fans. The top casting shall be able to be pendant mounted in place with a stainless steel safety pin and then permanently held in place with four stainless steel screws.

Electrical:

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is ≥0.90 at full load.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600 VAC at 50°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components.
- Button photocell available.
- Ambient operating temperature -25°C to 40°C
- Surge protection 20kA.
- Lifeshield™ Circuit protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range.

Controls/Options:

- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night visit: www.beaconproducts.com/products/energeni
- Urban can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or for more details, visit: www.hubbelllighting.com/products/sitesync/

Finish:

- IFS polyester powder-coat electrostatically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Certifications:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: www.designlights.org/QPL
- NRTL Certified, UL8750, UL 1598 and CSA22.2#250.13-14 for wet locations
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at http://www.beaconproducts.com/products/urban

Warranty:

Five year limited warranty for more information visit: www.hubbelllighting.com/resources/warranty

PRODUCT IMAGE(S)



Shown with SiteSync™

STYLES

CAP - Round Shade



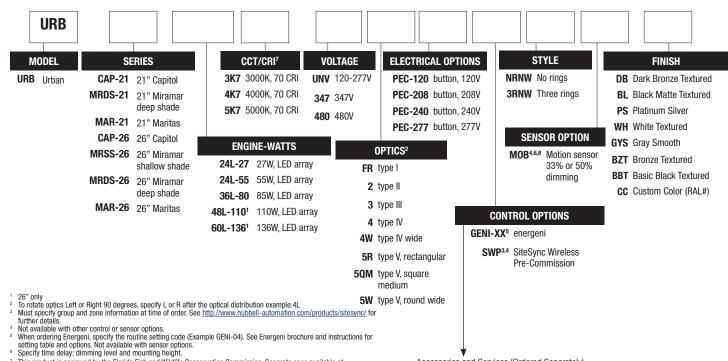


CERTIFICATIONS/LISTINGS









 $\textbf{PRECOMMISSIONED SITESYNC ORDERING INFORMATION:} \ \ When ordering a fixture with the SiteSync lighting control$ $option, additional\ information\ will\ be\ required\ to\ complete\ the\ order.\ The\ SiteSync\ Commissioning\ Form\ or\ alternate$ schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit http://www.hubbell-automation.com/products/sitesync/ or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at

http://cdn.beaconproducts.com/content/products/specs/specs files/Urban LED spec sheet turtle.pdf

Examples: URBCAP-26/60L-136/3K7/UNV/5QM/SWP/NRNW/BBT URBCAP-26/60L-136/3K7/UNV/5QM/SWPM-20F/NRNW/BBT SiteSync only SiteSync with Motion Control



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

Catalog Number	Description
SWUSB*	SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node.
SWTAB*	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node.
SWBRG	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested.

*When ordering SiteSync at least one of these two interface options must be ordered per project.

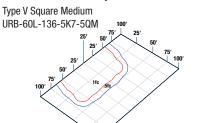
+ If needed, an additional Bridge Node can be ordered



Only available on 24L and 36L configurations

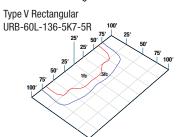
PHOTOMETRICS

Type II URB-60L-136-5K7-2



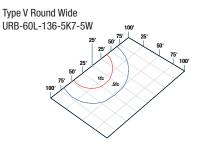
Type III

URB-60L-136-5K



Type IV

URB-60L-136







PERFORMAN	CE DATA				5K					4K					3K			
				(5000	(5000K nominal, 70 CRI) (4000K nominal, 70 CRI) (3000K nominal, 70 CRI)													
# LED'S	DRIVE Current (Milliamps)	SYSTEM WATTS (120- 277V)	DISTRIBUTION Type	LUMENS	LPW ¹	В	U	G	LUMENS	LPW ¹	В	U	G	LUMENS	LPW ¹	В	U	G
			FR	3871	138	1	0	0	3990	143	1	0	0	3667	131	0	0	0
			2	3750	134	2	0	Color Colo	3528	126	1	0	1					
			3	3638	130	1	0	_		-	<u> </u>	_	<u> </u>	3446	123	1	0	1
24	350mA	27W	4	3680	131	0	0			-	_	_		3486	129	0	0	1
			4W	3612	129	1	0	\vdash			_	-	<u> </u>	3422	122	1	0	1
		5QM	3750	134	2	0	-			_	_	_	3553	127	2	0	0	
			5R	3763	134	2	0	_			_	_	_	3565	127	2	0	2
			5W	3556	127	2	0	_		-	_	-	<u> </u>	3369	120	2	0	1
			FR	6451	113	1	0	-				-	_	6112	107	1	0	1
			2	6251	110	3	0	-			<u> </u>	_	-	5879	103	1	0	1
			3	6063	106	1	0	-			<u> </u>	-	_	5744	101	1	0	2
24	700mA	55W	4	6133	108	1	0	-			_	<u> </u>	_	5811	102	1	0	2
			4W	6020	106	1	0	_		-	<u> </u>	_	-	5703	100	1	0	2
			5QM	6251	110	3	0	-		_	-	-	<u> </u>	5922	104	2	0	1
		5R	6272	110	3	0	_		_	_	-	-	5942	104	3	0	3	
			5W	6926	104	3	0					-	_	5615	99	3	0	1
			FR	9672	113	1	0	-			_	_	-	9173	107	1	0	1
			2	9303	109	1	0	_		-	_	-	_	8823	103 101	1	0	2
			3	9089	107	1	0	-		-		-	_	8621	-	1	0	2
36	700mA	85W	4	9195	108	1	0	_				_	-	8721	102	1	0	2
	7 00.1.2.1	0011	4W	9025	106	1	0	-			_	-	-	8559	100	1	0	2
			5QM	9371	110	3	0	<u> </u>				<u> </u>	i .	8888	104	3	0	1
			5R	9403	110	3	0	_		-		_	-	8918	105	3	0	3
			5W	8885	105	3	0	-				-		8427	100	3	0	2
			FR	12895	116	1	0	-		_	<u> </u>	_	<u> </u>	12230	110	1	0	1
			2	12404	112	2	0	-		-	-	_	_	11765	106	2	0	2
			3	12119	109	1	0	-	_			<u> </u>	-	11494	104	1	0	2
48*	700mA	110W*	4	12260	110	1	0	<u> </u>		-	-	_	-	11628	105	1	0	3
			4W	12033	108	2	0	_		-	_	-	_	11413	103	2	0	2
			5QM	12494	113	3	0	_			_	_		11850	107	3	0	2
			5R	12537	113	3	0	-			_	_	_	11891	107	3	0	3
			5W	11847	107	4	0	-			<u> </u>	<u> </u>	-	11236	101	4	0	2
			FR	16119	117	1	0			-		_	_	15288	112	1	0	2
			2	15505	113	2	0	-			_	_	_	14706	107	2	0	2
			3	15149	111	2	0	-		_		-	-	14368	105	2	0	3
60*	700mA	136W*	4	15324	112	1	0	-		-	_	-	-	14534	106	1	0	3
			4W	15041	110	2	0	_			_	-	_	14266	104	2	0	3
			5QM	15618	114	4	0	_			<u> </u>	<u> </u>	_	14813	108	3	0	2
			5R	15671	114	4	0	_		-	<u> </u>	-	<u> </u>	14864	108	4	0	4
1			5W	14809	108	4	0	2	15267	111	4	0	2	14046	103	4	0	2

¹Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

'AVAILABLE IN THE 26" URBAN ONLY





ELECTRICAL DATA

# OF LEDS	NUMBER OF Drivers	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)
24	1	350mA	120 277 347 480	27	0.27 0.12 0.09 0.07
24	2	700 mA	120 277 347 480	55	0.55 0.24 0.19 0.14
36	1	700 mA	120 277 347 480	80	0.80 0.35 0.28 0.20
48	1	700 mA	120 277 347 480	110	1.1 0.43 0.38 0.28
60	1	700 mA	120 277 347 480	136	1.4 0.59 0.47 0.34

PROJECTED LUMEN MAINTENANCE

	AMBIENT TEMP.	0	25,000	50,000	¹TM-21-11 60,000	100,000	Calculated L70 (HOURS)
ĺ	25°C / 77°C	1.00	0.97	0.95	0.95	0.92	>470,000

¹ Projected per IESNA TM-21-11

Data references the extrapolated performance projections for the base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

AMBIENT TEMP	LUMEN MULTIPLIER	
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	0.98
40°C	104°F	0.98

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).



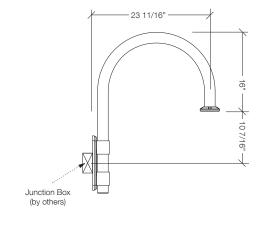


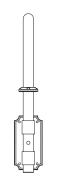


AA-41 RAILROAD STRAP



DETAILS 49 3/8" 24 11/16" 62 WALL BRACKET DETAILS





WALL PLATE DETAILS

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

A.	MO	DEL

AA-41 Railroad Strap

B. POST SHAFT PROFILE

wall mountsmoothfuted

C. POST SHAFT DIAMETER

4 4"
5 5"
6 6"
OTHER

D. ARRANGEMENT

see arrangement table below

E. LUMINAIRE MOUNTING

P pendant

F. COLOR

RAL

BBT basic black textured **BMT** black matte textured WHT white textured MBT metallic bronze textured **BZT** bronze textured GYS gray smooth DPS dark platinum smooth GNT green textured MST metallic silver textured MTT metallic titanium textured OWI old world iron

Construction: All cast aluminum parts shall be low copper alloy A356. All extruded aluminum parts shall be alloy 6061-T6, 6063-T5 or equal.

EPA (effective projected area): EPA is de-fined as (projected surface area X drag factor) and measured in ft2. Allowable post, luminaire arm, luminaire and accessory EPAs are derived from the most current published AASHTO (American Association of State Highway and Transportation Officials) standard, currently AASHTO 2001 (50yr design life). Customer assumes all responsibility for selecting the ap¬propriate post for installation (consult factory for assistance). Luminaire arm, luminaire and accessory EPA must be equal to or less than allowable EPA of post. Consult a professional engineer for compliance with local codes and standards.

Fasteners: All fasteners shall be Corrosion Resistant. When tamper resistant fasteners are required, spanner HD (snake eye) style shall be provided (special tool required, available at additional cost).

Finish: Finish shall be a Beacote V polyester powder-coat electro-statically applied and thermocured. Beacote V finish shall consist of a five stage iron phosphate chemical pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester pow-der coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pound.

Limited Warranty: Beacon Products warrants its products, to the original purchaser, against defects in materials and workmanship for proper usage for a period of 5 years after date of production, when properly installed, maintained and appropriately specified. See Warranty Information on www.beaconproducts.com for complete details and exclusions.

				a	rrangeme	nt (EPA ir	ndex ft²/v	weight (lb	s)		
		H	-•	•••	•••	٤.		*	•1•	•‡•	
shaft Ø		А	В	С	D	Е	F	G	Н	ı	J
wall	weight	12	-	-	-	-	-	-	-	-	-
Ø4"	EPA	-	1.50	2.41	-	1.93	2.17	-	2.41	2.41	-
<i>Ø</i> 4	weight	-	15	23	-	23	32	-	32	41	-
Ø5"	EPA	-	1.52	2.49	-	2.00	2.24	-	2.49	2.49	-
Ø5	weight	-	16	25	-	25	34	-	34	43	-
Ø6"	EPA	-	1.71	2.62	-	2.10	2.36	-	2.62	2.62	-
<i>₩</i> 0	weight	-	19	27	-	27	36	-	36	45	-