

# 65 Bow Street Development: Proposal for Support from Neighbors and Abutters

DRAFT as of June 12<sup>th</sup>, 2018

## INTENT

This document is a draft of terms to be incorporated into an agreement with Newmarket Properties, a potential developer of 65 Bow St. (currently Liens Auto Repair). By agreeing to these terms, Newmarket would seek to gain written support from its abutters and immediate neighbors, as well as the Union Square Neighborhood Council (USNC).

Specifically, this support would take the form of a letter of support to the Somerville Board of Aldermen (BOA) regarding Newmarket's request to the BOA to increase the building height allowed by zoning on this lot.

**This document does not represent such a letter of support**, nor does it represent an agreement of terms at this time. Any terms that are agreed to with Newmarket will be formalized in a legal document between the USNC, Newmarket, and other "interested parties" as defined in [Massachusetts General Law, Part I, Title VII, Chapter 40A, Section 11](#).

"Interested parties" is defined broadly as property owners within 300 feet of the property line, and more narrowly as abutters (including owners of land directly opposite on any public or private street or way), and abutters to the abutters. See Appendix 1 for a depiction of potentially impacted parcels.

## DEFINITIONS

- **"The Property"** shall refer to two disparate parcels addressed as 65 Bow Street, Somerville MA, currently operating as Liens Auto Repair.
- **"Developer"** shall refer to Newmarket Properties, as well as any future person or entity which may acquire the property either to further development or to operate it as a residential and commercial landlord. Presuming that Newmarket Properties' requested zoning amendment progresses, the subsequent legal documentation of this proposal will be written in such a way as to be bound to the property in perpetuity, transferring responsibilities in tandem with site ownership.
- **"Abutters"** shall describe abutters to the property, including owners of land directly opposite on any public or private street or way, and abutters to the abutters. As currently calculated, this totals 26 parcels. (Refer to Appendix 1.)
- **"Neighbors"** shall refer to all residents and owners of real estate property within 300 feet of the property line of the property, excluding the abutters.

## SECTION I: PRE-FILING NEIGHBORHOOD DESIGN REVIEW

Because the developer's proposed use is dense compared to the footprint of the parcel, and because designs will involve competing tradeoffs and priorities, abutters and neighbors wish to have frequent and meaningful opportunities to review the building designs and engage in constructive dialogue with the developer.

The desire is to have this review well before any schematics become "baked into" planning and therefore difficult to change, and far in advance of Newmarket's Zoning, Design Review, and other municipal hearings. Neighbors' review of plans cannot be cursory and must be able to have an impact, or else any support for the project would be withdrawn.

- The developer shall consult with the Somerville Historic Preservation Commission (SHPC) to receive advice on how to be respectful of the existing architectural styles on Bow Street and shall share the feedback received with the abutters and neighbors through the notification and design review process outlined below.
  - This includes advice on how to incorporate the brick pavilion on the parcel that dates to its original use as one of the first automotive filling stations in Somerville. Incorporating this as a design element is already a required of the developer according to the [Somerville Demolition Review Ordinance](#).
  - The process of satisfying the Demolition Review Ordinance does not make the property into a historically-designated property, but because the developer must already consult SHPC, they shall request a greater degree of input on building design than is required.
- The developer shall fund multiple rounds of architectural design, including a minimum of three rounds of substantive changes.
- The developer shall hold a series of public meetings, three at a minimum, to allow abutters and neighbors to review and discuss designs and provide feedback. These shall occur prior to any filing of plans with the City of Somerville.
- The developer shall provide notice via mail for each of the meetings, a minimum of 14 days in advance, to all property owners and residents within 300 feet of the property line.
- Prior to filing plans with the City, the developer shall send a mailer containing an overview of the plans to be filed to all abutters (both tenants and property owners) and make no fewer than 3 attempts to contact each individual abutter to obtain a signature of non-opposition. The developer shall log the results of this outreach (attempts made, date of contact, method of contact, support (yes/no/undecided/not reached), and comments).
- The developer shall share the summary results with the Board of Aldermen and the Union Square Neighborhood Council, and the full results with the City of Somerville for distribution to the relevant municipal bodies, prior to filing plans to begin the formal approval process with the City.

## **SECTION II: BUILDING MASS**

The massing of the proposed building is a major concern to neighbors, and particularly abutters. The Gerrier Square Building is a sizable mass already, at four stories with no setback on a relatively narrow street. There is a strong desire to prevent a “canyon effect”.

- The developer shall limit the number of full floor-area stories to four.
- An additional “half story” (a.k.a. “4 ½ stories”) may be explored if its massing is backloaded toward the Eversource property at the rear of the lot, and if the terms under Section VII: Affordability, are met.

## **SECTION III: ENVIRONMENTAL REMEDIATION**

The site of Liens Auto Repair has operated as a commercial property in support of automotive-related uses since the advent of the automobile. It was the first filling station in Somerville. This length of time is significant from a public health standpoint: lead was used extensively as a gasoline additive from 1920 until 1985 and its impact on neurological development is well-documented. This site operated for 65 years with lead as a commonly used additive, and for only 34 years since then. Although a remediation was performed in the 1990s, converting this property to residential use demands rigorous retesting, as well as ongoing testing to ensure that any further remediation is performed adequately.

- The developer shall have conducted both a Phase I and Phase II Environmental Site Assessment (ESA) according to Massachusetts General Law Chapter 21E, conducted by a Qualified Environmental Professional (QEP).
- The QEP shall be selected by the Union Square Neighborhood Council from a list of three (or more) remediation companies provided by the developer as acceptable options.
- The developer shall remediate all environmental hazards identified in the ESA per the recommendations of the QEP, with the QEP to provide final confirmation of remediation.
- The developer shall perform post-remediation, pre-construction site / soil testing on two separate occasions, not less than one month apart, and remediate any identified remaining hazards identified by either test.
- The developer shall perform post-construction site / soil testing on two separate occasions, no fewer than two years apart, and remediate any identified remaining hazards identified by either test.
- Environmental test results shall be processed by an entity independent of both the QEP and the developer.

#### **SECTION IV: PARKING AND RESIDENTIAL AUTOMOTIVE USE**

Abutters and neighbors wish to limit the amount of new automotive traffic to be generated by the residents of this development, given that it will be TOD (“Transit-Oriented Development”), while balancing this with acknowledgment of the need by a subset of tenants to own a car, and minimizing the impact of this need on the limited number of on-street parking spaces available to other neighborhood residents as well as business customers.

- The City of Somerville shall, in agreement with the developer, disallow applications for on-street parking permits to residents of 65 Bow St.
- The developer shall not deed parking spaces to individual units.
- The developer shall be responsible for providing the opportunity to residents to lease spaces on a monthly or annual basis.
- The developer shall provide one off-street parking space available to lease for every 3 residential units.
  - If on-premise, the neighbors and abutters will work with the developer to determine the best location through the pre-filing neighborhood design review process.
  - If off-premise, all spaces must be located within ¼ mile of the property, and 10-minute parking loading / unloading space must be maintained and enforced on-site.
- The pricing mechanism for leased spaces may be determined by the developer, with the exception that spaces must be made available for lease to residents of affordable units at a reduced price.
  - As a guideline, the pricing ratio between the affordable unit in question and a similar market rate unit must be maintained with regards to the reduced price to lease a parking spot as compared to full price.
- The developer must provide a mechanism to support visitor parking, through either:
  - Additional on-site or off-site space(s) to be leased and paid for by the developer and “signed out” to residents through a shared system / application process.
  - On-street visitor parking permits provided by the City to the central office of the landlord or HOA, for access through a shared system / application process.

## SECTION V: GREEN SPACE

Green and open space is desperately needed in Union Square. While the nature of the lot and the developer's desired use limits green space, there are a number of green space ideas worth pursuing:

Planting street trees and maximizing their growth and health:

- The developer shall plant a minimum of three trees along the Bow Street frontage, each 1-2 inches in diameter at planting, prior to building occupancy.
- The trees shall be of a species selected from among the list of native species provided by Green and Open Somerville (see Appendix 2).
- The trees shall be planted in loam, unless another soil is explicitly more beneficial to the specific species selected.
- The trees shall be planted in Silva Cells, which are underground structures that prevent soil compaction.
- Treegator or Arbor Rain brand watering bags shall be used both to protect the base of the trees and provide for slow, deep root watering.
- The developer shall ensure that each tree watering bag is filled twice per week for the first 30 days following planting, and once per week for a minimum period of two years afterwards. This will ensure that the trees are provided with the best opportunity to recover their root systems from the shock of transplantation.
- Rather than using only fine bark mulch, the base of the trees shall have large wood chips in order to allow for better infiltration of water. Once the watering bags are removed, ground cover plant shall be added at the base of the trees.

Providing a "Green Roof", which is a treatment to a roof that supports living vegetation and includes a synthetic, high quality waterproof membrane, drainage layer, root barrier, soil layer and all supporting vegetative growth. In order to qualify as a "Green Roof" (rather than simply a roof with plantings), it must demonstrate the ability to absorb 1" of rain from a 24-hour rain event:

- The developer shall devote 20% of the square footage of any rooftop surface to being a "green roof", per the Toronto Green Roof Construction Standard (<https://www.toronto.ca/wp-content/uploads/2017/08/7eb7-Toronto-Green-Roof-Construction-Standard-Supplementary-Guidelines.pdf>). Per this standard, this measurement does not count area covered by clean energy equipment (e.g., solar panels) but does include the area devoted to building mechanicals.

Providing a "Green Wall" to face Bow Street:

- The face of the building fronting Bow Street shall have a trellis/lattice for climbing vegetation so that when fully grown a minimum of 25% of said surface area (including windows) is "green".
- Such "wall plantings" shall use technology similar to [greenscreen](#), enabling it to be planted in deep soil at ground level to protect it from extreme temperature variations.
- Such "wall plantings" shall be planted prior to the time of occupancy.
- Such "wall plantings" will be maintained by a vendor knowledgeable in the maintenance and proper "training" of such plants. Expert nurturing, guidance, and maintenance is required to achieve the desired effect.

Providing for permeability of surfaces:

- Any paved surfaces, such as on-site parking located behind the building, shall be made of permeable materials unless explicitly agreed to as an exception, to be appended here.

Providing funding for off-site Green Space:

- The developer shall make a contribution equivalent to \$2.00 per usable, deeded square foot of commercial or residential space to a fund to acquire green and open space in Somerville (specifics TBD).

Performance Standards for Monitoring:

- The developer (including future owners of the site) shall submit a maintenance report of activities denoted in this section at a minimum frequency of three times per year to the USNC. The report shall include photo documentation in order to demonstrate that proper maintenance is occurring to ensure maximum public benefit. Submittal of such a maintenance report is required for a minimum of 10 years from the date of building occupancy.

## **SECTION VI: UNIT SIZE**

Abutters and neighbors wish to see the developer offer a mix of unit sizes from studios to three bedrooms, and not focus on studios to the near-exclusion of other unit sizes.

- The developer shall follow a general guideline that for every 5 residential units in the building:
  - A minimum of 1 unit shall be a 3-bedroom unit.
  - A minimum of 1 unit shall be a 2-bedroom unit.
  - A maximum of 2 units shall be studios.
- Because design details will impact the implementation of this standard, final residential design and layout will be agreed to as part of the “Pre-Filing Neighborhood Design Review” (Section I).

## **SECTION VII: AFFORDABILITY**

Although the developer will be bound by Somerville’s 20% inclusionary housing affordability standard, abutters and neighbors wish to see the developer go beyond this, in particular for the additional density of “4 ½ stories”.

- If the developer pursues a fifth story (per Section II, above), the developer shall provide an additional affordable unit in excess of its 20% criteria per zoning.
- If this unit is added, it shall be made available according to the [Inclusionary Housing Guidelines of Somerville](#) to households at a level of up to 150% AMI.
- If this unit is added, it shall be a 3-bedroom unit.

## **SECTION VIII: BIKE STORAGE**

Considering the TOD nature of the building and the parking restrictions defined above, high-standard, easily used bike parking will be critical.

- The developer shall provide sheltered bike parking at street level, accessible via automatic door(s) in order to minimize the difficulty of storing bicycles.
- The developer shall provide 1 such spot for every studio, and 2 for each unit of all other sizes.

## **SECTION IX: PARKING DURING CONSTRUCTION**

Because Bow St. is a commercial corridor and the local businesses rely on its on-street parking, it is important to mitigate impacts on parking during construction.

- For each on-street parking space impacted during construction, the developer shall engage a local property owner on Somerville Ave. to temporarily sublease one space, and shall provide signage to post such parking as “2 hour parking”.
- The developer shall post signs directing at or adjacent to the location of impacted parking directing drivers to the replacement parking.

## **SECTION X: MONITORING AND ENFORCEMENT**

- Monitoring of this agreement shall be coordinated by a working group of the Union Square Neighborhood Council (USNC), in coordination with abutters and neighbors.
- The designated points of contact and/or their assignees shall meet once every 60 days during construction to review adherence to this agreement.
- Any change in designee shall be submitted to the other designee in writing via email with 7 days.
- Should the property be sold, the new owner(s) shall inherit the obligations of this agreement.
  - Should it be sold to a single owner, that entity or individual shall designate a new primary contact within 30 days.
  - If the property is sold to multiple owners, the governance body of the property (e.g., a condo association) shall designate a new primary contact within 30 days once it has been established as a legal entity with bylaws, and officers in place. During the intervening period the prior primary designated contact will remain in place.
- In case of a suspected breach of this agreement, a minimum of three attempts will be made to contact the owner of the property through the designated primary contact..
- Should all attempts at contact fail, should an issue remain unresolved, or should an issue be addressed by the property owner in a manner unsatisfactory to the terms of the agreement in the judgement of the monitoring working group and abutters, the USNC will consult counsel to determine the most appropriate legal venue in which to pursue the matter, as well as the appropriate party bearing legal standing to bring suit.
- All attempts will be made to avoid legal action and resolve things to mutual satisfaction according to the terms of this agreement.

The initial designated points of contact will be:

**Union Square Neighborhood Council and Abutters of 65 Bow St:**

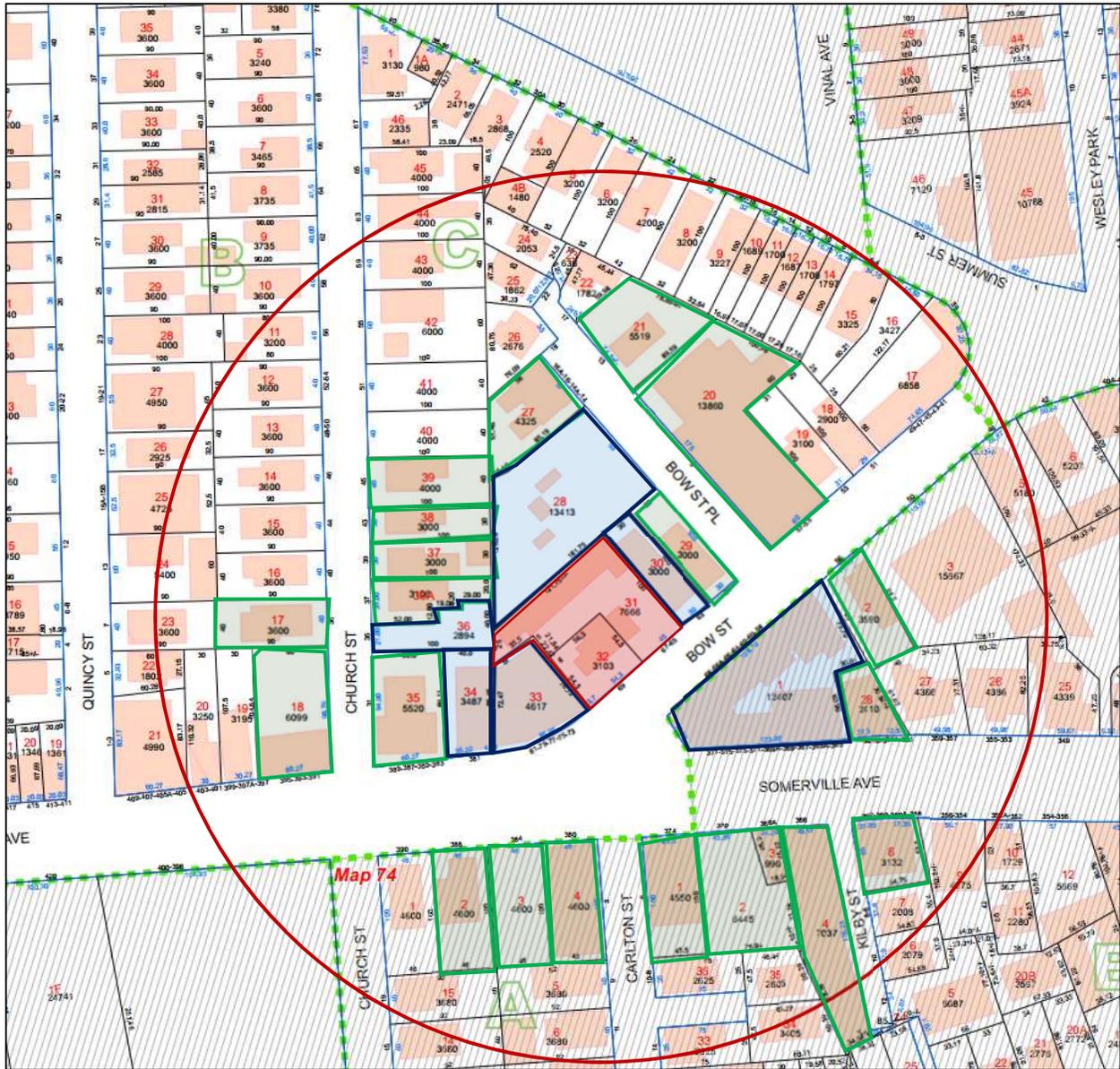
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# Appendix 1: Annotated Assessor's Map, Parcel Map 63, with Overlays

- The lot in question (65 Bow St. / Liens Auto Repair) is shaded in **red**.
- A rough estimate of 300 feet from the property line is depicted by the **red circle**.
- Abutting properties (including owners of land directly opposite on any public or private street or way) are shaded in **blue**.
- Abutters to the abutters are shaded in **green**.



## Appendix 2: List of Native Tree Species

Common name	Genus and species
Black Cherry	<i>Prunus serotina</i>
Northern Red Oak	<i>Quercus rubra</i>
Black Oak	<i>Quercus velutina</i>
White Oak	<i>Quercus alba</i>
Pin Oak	<i>Q. palustris</i>
Scarlet Oak	<i>Q. coccinea</i>
Red Maple	<i>Acer rubrum</i>
Sugar Maple	<i>A. saccharum</i>
Shagbark Hickory	<i>Carya ovata</i>
Sweet-gum	<i>Liquidambar styraciflua</i>
Black-gum (Black Tupelo)	<i>Nyssa sylvatica</i>
Yellow Birch	<i>Betula alleghaniensis</i>
River Birch	<i>B. nigra</i>
Black Birch (Sweet Birch, Cherry Birch)	<i>B. lenta</i>
Sourwood	<i>Oxydendrum arboreum</i>
Sassafras	<i>Sassafras albidum</i>
Tulip Tree (Yellow Poplar)	<i>Liriodendron tulipifera</i>
American Beech	<i>Fagus grandifolia</i>
White Pine	<i>Pinus strobus</i>
American Basswood (American Linden)	<i>Tilia americana</i>
Black Walnut	<i>Juglans nigra</i>
American Elm	<i>Ulmus americana</i>
Black Willow	<i>Salix nigra</i>
Grey Birch	<i>B. populifolia</i>
Pin Cherry	<i>P. pennsylvanica</i>
Choke Cherry	<i>P. virginiana</i>
Eastern Redbud	<i>Cercis canadensis</i>
Flowering Dogwood	<i>Benthamidia florida (Cornus florida)</i>
Silverbell (used two-winged because only silverbell on calculator)	<i>Halesia carolina</i>
Serviceberry (Shadblow)	<i>Amelanchier canadensis</i>
American (Eastern) Hophornbeam	<i>Ostrya virginiana</i>
Pitch Pine	<i>P. rigida</i>
American Holly	<i>Ilex opaca</i>
Eastern Juniper (Red Cedar)	<i>Juniperus virginiana</i>
Musclewood (American Hornbeam, Ironwood, Blue Beech)	<i>Carpinus caroliniana</i>
Witch-Hazel	<i>Hamamelis virginiana</i>
Staghorn Sumac	<i>Rhus typhina</i>
Pawpaw	<i>Asimina triloba</i>
Spicebush	