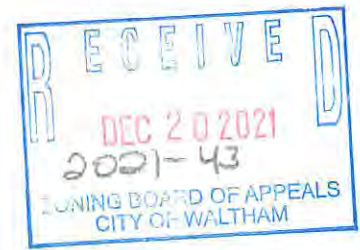


CONNORS & CONNORS LLP
ATTORNEYS AT LAW
689 MAIN STREET
WALTHAM, MASSACHUSETTS 02451-0609
TEL: 781-894-6000 • FAX: 781-894-6848



MICHAEL R. CONNORS, ESQ.

email: mconnors@connorslaws.com

ALSO ADMITTED IN
NEW HAMPSHIRE

December 20, 2021
Hand Delivered

Zoning Board of Appeals
City of Waltham
119 School Street
Waltham, Massachusetts 02451

Re: The Leland House – 21 Newton Street
M.G.L. c. 40B Comprehensive Permit Application

Dear Board Members:

Enclosed herewith as to the above, please find the original and eleven (11) copies of the following:

1. This filing letter;
2. Time stamped copy of Petition (with List of Waivers) that was filed with the City Clerk;
3. Bound Comprehensive Permit Application Materials dated December 20, 2021;
4. Plans, consisting of sixteen (16) sheets, entitled "Leland House Comp. Permit (M.G.L. c. 40B), dated December 20, 2021;
5. Two (2) Sets of Mailing Labels;
 - a. Note: List of Waltham Abutters certified by the City of Waltham Assessors and copies of said Mailing Labels are contained within the Bound Comprehensive Permit Application Materials (Item No. 3 above); and
6. Proposed Legal Notice; and
7. Filing fee of \$10,000.00.

If there is any additional information, which you require at this time, please let me know.

2Life Development, Inc.
By their Attorneys
Connors & Connors LLP

By: 

Michael R. Connors

cc: 2Life Communities
File No. 21-1008



City of Waltham
Zoning Board of Appeals
Application/ Petition Form

PARCEL ID: MAP 061 BLOCK 013 LOT 0003

PETITIONER MAILING ADDRESS: 2Life Development, Inc.
30 Wallingford Road
Brighton, MA 02135

OWNER MAILING ADDRESS: The Leland Home
80 Deaconess Road
Concord, MA 01742

NATURE OF APPLICATION/PETITION:
 Application for Variance - TYPE: _____
 Application for Special Permit- TYPE: _____
 Sign Variance
 Other- please specify Comprehensive Permit Application under M.G.L. c. 40B, §§ 20-23

SUBJECT MATTER:
The Petitioner, 2Life Development, Inc., hereby applies to the Zoning Board of Appeals, pursuant to Massachusetts General Laws, chapter 40B, Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct, use, and maintain 68 rental units (of which 66 will be affordable deed-restricted units that will serve households with incomes up to 60% of the Area Median Income (AMI)) (the "Project") on land located at 21 Newton Street (The Leland Home).

The Proposed Development is more particularly described in the materials submitted simultaneously herewith, including the Waivers List, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a Comprehensive Permit Application under M.G.L. c. 40B, §§ 20-23, as amended, and the regulations of the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

LOCATION: 21 Newton Street

ZONING
DISTRICT:

Residence B

PROVISIONS OF ZONING ORDINANCE
INVOLVED:

Application pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit. See attached Waivers List.

SPECIFIC RELIEF SOUGHT: (Attach additional sheets as needed)

Application pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit. See attached Waivers List.

DETAILED HISTORY OF VARIANCES/NON-CONFORMING
USES/SPECIAL PERMITS ON LOCUS (Attach additional sheets as needed- include all
dates, measurements, etc.)

Signature of 2Life Development, Inc.
Petitioner



By: Amy Schectman
Title: President

Date: 12 / 20 / 2021

Signature of The Leland Home
Owner By: New England Deaconess Association-
Abundant Life Communities, Inc., its sole
member

Date:

By: Christopher Sintros
Title: President

Name and Address of
Attorney:

Connors & Connors LLP

689 Main Street

Waltham, MA 02452

Contact Information : Michael R. Connors

(781)-894-6000

Email: mconnors@connorslaws.com

To be completed by Building Department:

_____ Check if a permit to proceed with proposed subject matter has been refused by the
Inspector of Buildings.

Date of Refusal: _____

Reason for Denial: _____

Signature of Inspector of Buildings: _____

LELAND HOUSE

21 NEWTON STREET, WALTHAM, MA

LIST OF SPECIAL PERMITS & WAIVERS

Special Permits:

Section 3.511 – Special Permit for Intensity of Use – Allowing for a maximum Floor Area Ratio of 1.15 in the Residence B Zoning District.

Section 3.512 – Special Permit for Use – Allowing a multi-family dwelling not allowed in the Residence B Zoning District.

Waivers:

Ordinance Section	Requirement	Required Waiver(s)	Details of Proposal Requiring Waivers	Waiver Number
3.4	Table of Uses	Allowing a multi-family dwelling not allowed in the Residence B Zoning District	The development has 68 units in the Residence B Zoning District	A
3.52	Development Prospectus Comments	Waiver of Requirement from Development Prospectus Comments		B
3.53	Determinations	Waiver of Requirement from Determinations		C
3.618	Multi-family dwellings	Allowing a multi-family dwelling not allowed in the Residence B Zoning District	The development has 68 units in the Residence B Zoning District	D
4.11	Min. Side Setback	Waiver from required side setback of 10 feet in the Residence B Zoning District	The Development has a northerly side setback of 6'8" in the Residence B Zoning District	E
4.11	Min. Rear Setback	Waiver from required rear setback of 30 feet in the Residence B Zoning District	The Development has a rear setback of 15' in the Residence B Zoning District	F
4.11	Max. FAR by right	Allowing for a maximum Floor Area Ratio of 1.15 in the Residence B Zoning District	The Development has a FAR of 1.15 in the Residence B Zoning District	G
4.11	Multifamily Dwellings	Waiver from the prohibition of multifamily dwellings in the Residence B Zoning District	The development has 68 units in the Residence B Zoning District	H
4.11	Lot Coverage	Waiver from the maximum allowed lot coverage of 30% in the Residence B Zoning District	The development has 38.6% lot coverage in the Residence B Zoning District	I

4.11	Open Space	Allowing for open space of 63% in the Residence B Zoning District	The development has 63% open space in the Residence B Zoning District	J
4.11	Maximum number of Units per Acre in the Residence B District	Allowing 46 units per acre in the Residence B Zoning District	The development has 46 units per acre in the Residence B Zoning District	K
4.11	Minimum Lot Area Per Dwelling Unit in the Residence B Zone	Allowing a minimum lot area per dwelling unit of 240 sq. ft. per unit in the Residence B Zoning District	The development has a minimum lot area of 240 sq. ft. per unit in the Residence B Zoning District	L
4.11	Minimum open space per unit	Allowing minimum open space per unit of 576 sq. ft. in the Residence B Zoning District	The development has minimum open space of 576 sq. ft. in the Residence B Zoning District	M
4.221	Location of accessory buildings in the Residence B Zoning District	Waiver from the requirement that an accessory building be located at least 10 feet from the principal building and 5 feet from the side and rear lot lines	The development has two accessory buildings (sheds). One is located 2 feet from the principal building and 4 feet from the rear lot line. The other is located 4 feet from the side lot line.	N
5.21	Parking Spaces for Multifamily Use	Waiver from the required 2 parking spaces per dwelling unit	The development has 51 parking spaces for 68 dwelling units or .75 spaces per unit	O
5.42	No paved area within 5 feet of a property line or a street line	Waiver from the requirement that there be no paved area within 5 feet of a lot line or a street line in the Residence C Zoning District	The development will have an area of paved area within 5 foot of a lot line or a street line associated with the drive along Newton Street	P
5.91	Loading Areas	Waiver from the requirement to provide 1 12' x 70' loading area	The Development has one proposed loading area at 12' x 30'	Q
6.31	New signs	Waiver of the requirement for a new sign permit		R



Leland House

Comprehensive Permit Application
21 Newton Street, Waltham
2Life Development, Inc.

December 20, 2021



City of Waltham Massachusetts
ZONING BOARD OF APPEALS

Premises affected: A 1.5 acre parcel of land located at 21 Newton Street

**APPLICATION FOR A COMPREHENSIVE PERMIT UNDER GENERAL LAWS
CHAPTER 40B, SECTIONS 20-23**

2Life Development Inc. (hereinafter the "Petitioner"), an affiliate of 2Life Communities Inc. ("2Life"), both of which are non-profit corporations established under the laws of the Commonwealth of Massachusetts, hereby applies to the Board of Appeals of the City of Waltham, Massachusetts, pursuant to General Laws, Chapter 40B, Section 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the Petitioner to construct 68 rental units (of which 66 will be affordable deed-restricted units that will serve households with incomes up to 60% of the Area Median Income (AMI)) (the "Proposed Development") on land subject to a purchase and sale agreement executed by the Petitioner and located at 21 Newton Street (the "Project Site"). The Petitioner and the Proposed Development are described in the exhibits hereto annexed and submitted simultaneously herewith, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a General Laws, Chapter 40B application by the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

Leland House

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- Section 1: Introduction**
Request for Findings of Fact
- Section 2: Proposed Development Data Summary**
Summary description of the Petitioner, the Proposed Development, the area and the need for regional and community housing
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Identification of petitioner’s status as a qualifying non-profit organization
- Section 4: Project Eligibility Letter**
Project Eligibility Letter from Department of Housing and Community Development dated November 17, 2021
- Section 5: Development Team**
Identification of members of the development team
- Section 6: Site Control**
Purchase and Sale Agreement
- Section 7: Department of Housing & Community Development Subsidized Housing Inventory**
State inventory as of December 20, 2020
Waltham inventory as of October 5, 2021
- Section 8: Sample Regulatory Agreement**
- Section 9: List of Exceptions / Waiver Requests**
A list of exceptions being requested to the City of Waltham Zoning Ordinance as well as any other local permits and approvals pertinent to this Application

Section 10: Traffic Study

Prepared by Stantec

Section 11: Locus Map and Photos

Section 12: Architectural, Engineering and Landscaping Plans

Architectural, engineering, and landscaping plans by Prellwitz Chilinski Associates, Inc. and Stantec Consulting Services, Inc.

Section 13: Abutters List

An abutters list certified by the Assessors Department and a copy of labels to abutter parcel owners

Section 14: Phase I Environmental Report

Prepared by McPhail Associates LLC dated October 1, 2021

Section 15: Owner's deeds of Record and City Treasurer Records

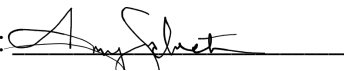
1. REQUEST FOR FINDINGS OF FACT

The Petitioner requests that the Board of Appeals make the following findings of fact that the Petitioner and the Proposed Development fulfill the project eligibility standards under Massachusetts General Laws c. 40B and 760 CMR 56.04:

1. 2Life Development Inc., a Chapter 180 Non-Profit Corporation within the meaning of Massachusetts General Laws c. 40B and 760 CMR 56.04, is eligible to receive a subsidy under a state or federal affordable housing program after a Comprehensive Permit has been granted.
2. The Petitioner has shown evidence of its site control to qualify it as a recipient of a Comprehensive Permit for this site.
3. The Department of Housing and Community Development ("DHCD"), the administrator of the Low-Income Housing Tax Credit ("LIHTC") program, will be the subsidizing agency within the meaning of General Laws, Chapter 40B and 760 CMR 56.00.
4. The City of Waltham has not satisfied the statutory minimum set forth in 760 CMR 56.03(3)(a) in that the number of low- or moderate-income housing units in the City of Waltham constitutes less than ten percent (10%) as reported in the Subsidized Housing Inventory ("SHI") of the Department of Housing and Community Development as of December 21, 2020.
5. The Proposed Development as described in the application is consistent with the local needs within the meaning of General Laws Chapter 40B Section 20 and 760 CMR 56.01.

The Petitioner respectfully requests the Board of Appeals, after complying with the procedural requirements as provided by law, issue to the Petitioner a Comprehensive Permit for the Project.

2Life Development Inc.

By: 
Amy Schectman
President

SECTION 2

PROPOSED DEVELOPMENT DATA SUMMARY

2. PROPOSED DEVELOPMENT DATA SUMMARY

Summary

2Life Development Inc. (the "Petitioner"), proposes to construct a new 3-story building comprising a total of 68 units, including 66 affordable and supportive rental apartments with ground floor common space, enhanced outdoor spaces, and 51 parking spaces (the "Proposed Development") located at 21 Newton Street. The Petitioner has site control of 21 Newton Street, currently owned by The Leland Home, by virtue of a Purchase and Sale Agreement (see Section 6).

1. Petitioner

2Life Development Inc. (the "Petitioner") is organized as a non-profit corporation under G.L. c. 180 and is a wholly-owned and controlled affiliate of 2Life Communities Inc. ("2Life"). 2Life is a well-established non-profit provider of affordable senior housing in the Greater-Boston area with approximately 200 full time employees. Since its founding in 1965 as Jewish Community Housing for the Elderly ("JCHE"), 2Life has developed nine distinct properties and 1,378 service-enriched apartments for low- and moderate-income seniors, most of which we own, manage and provide services to. Ulin House, Leventhal House, Kurlat House, and Weinberg House make up 2Life's Brighton Campus. 2Life also has two properties in Newton (Golda Meir House and Coleman House), one property in Brookline (Brown Family House), one property in Framingham (Shillman House), and one property in Shirley (Shirley Meadows).

2. Location, Property and Background Description of Proposed Development

The Proposed Development is located at 21 Newton Street in Waltham (the "Project Site"). The Project Site area measures approximately 65,221 square feet (1.497 acres) and occupies approximately 291.10 linear feet of frontage on Newton Street, shown on the Waltham Assessor's map as Parcel R061 013 0003. The Project Site is currently occupied by a vacant 39-bed rest home, the Leland Home, originally built in 1891 with four subsequent additions constructed in the 1930s through 1950s. The Leland Home ceased functioning as a rest home as of September 2020.

The Project Site is located in a largely residential area consisting of single-family homes and multi-family units with institutional and commercial buildings on neighboring Main and Central streets. The Project Site's immediate abutters include the William F. Stanley Senior Center to the north, Don's Auto Repair Shop to the west on Heard Street, and multi-family homes to the south on Central Street, east on Heard Street and west along Newton Street. The Project Site is approximately 300 feet from Main Street and in close proximity to MBTA Route 70 bus stops on

both sides of Main Street. In addition, the Project Site is 0.4 miles from the commuter rail, so residents can stay active in the area without needing to rely on their own vehicles, family members, or costly private transportation. The close proximity to the commuter rail and bus stops make the Project Site easily accessible to staff, family and community members by public transportation.

3. Description of the Proposed Development

The Petitioner envisions that all residents will have the opportunities to age in community while living a life full of meaning and purpose in a supportive environment. Our vision is that all 2Life Communities function as “Village Centers” to draw in people from the neighborhood to share our programs and spaces. This vision is informed by more than 50 years of experience as developer, owner, property manager, and service provider; it incorporates a commitment to building on our foundation and addressing the affordable housing shortage in the Greater Boston Region.

To address these goals, the proposed Leland House will have 68 apartments in total. 66 apartments shall be for seniors 62 and better and will be 100% affordable to households with incomes up to 60% of the Area Median Income (AMI). Two (2) apartments shall be set-aside for on-call live in staff to provide after-hour emergency response support. The new 3-story building will be built to Passive House standards and will be a model of universal design, adaptability, resiliency, and sustainability. It will include front and side porches inviting the community into the ground floor Village Center that will house fitness and wellness activities, arts and culture programs, and community events- the hallmark of all 2Life communities.

Sixty-six (66) of the 68 apartments will be restricted to households with incomes up to 60% AMI, available to households qualifying under DHCD and 40B guidelines as low or moderate income, and remain affordable in perpetuity. There will be 63 one-bedroom apartments at approx. 600 sf and 5 two-bedroom apartments at approx. 850 sf.

There will be a total of 51 parking spaces on site (0.75 parking ratio), including a drop-off and pick up zone off Newton Street with access to 4 short-term parking spaces to provide visitor convenience. The remaining 47 long term parking spaces will be accessible from Heard Street. The building will be surrounded by landscaped areas along Newton Street, and between adjacent properties on the north and south ends of the Project Site.

4. Qualification as a 40B Development

The Proposed Development qualifies as assisted “low- or moderate-income housing” within the meaning of Massachusetts General Laws Chapter 40B, Section 20. The Proposed Development

will provide 66 apartments (97% of the total) to households with incomes up to 60% AMI, and 2 apartments set-aside for on-call live in staff. The Petitioner desires to develop this Proposed Development pursuant to the guidelines of the Department of Housing and Community Development (“DHCD”) pursuant to Low Income Tax Credit Program. DHCD issued a Project Eligibility Letter on November 17, 2021 for the Proposed Development.

5. Need for Affordable Housing for Seniors in Waltham

The proposed Leland House will directly address a large and growing need within the Waltham community and Greater Boston Region. According to DHCD’s Chapter 40B Subsidized Housing Inventory (SHI), as of December 21, 2020, Waltham’s subsidized housing inventory represented 7.3% of its total housing stock, which is below the threshold requirements established under Chapter 40B of M.G.L. Additionally, the Metropolitan Area Planning Council’s Metro Boston 2030 Population and Housing Demand Projections, estimates that in Waltham from 2010 to 2030, the over 65 population is projected to increase by 43%. Regional economic data underscores why affordable supportive housing in Waltham will provide economic security for a growing number of Waltham seniors who struggle to afford their housing and care needs.

A study by Wider Opportunities for Women and UMASS/Boston shows that “the elderly in Massachusetts struggle with the nation’s largest shortfall between income and costs, with the age group’s median income covering only about 60% of basic living expenses here. In Massachusetts, for example, the median income of retired residents 65 or older is just under \$17,000 which falls more than \$10,000 short of what the study estimates it costs for basic necessities, such as food and shelter. In fact, Massachusetts has the second highest rate of nursing home placements in the US; not because we have higher rates of advanced frailty, rather because older adults cannot afford the high cost of housing and care, leaving a Medicaid nursing home as the only viable option to receive subsidized care.

The challenge with the high cost of aging in Massachusetts is exacerbated by negative impacts of loneliness on older adults who live alone. Multiple studies have linked loneliness to an increased risk of dementia. A study published in 2007 found that elderly people who report being lonely were twice as likely to have dementia as those who were not lonely. Another study found that loneliness can be twice as unhealthy as obesity, including those who reported being lonely having a 14% greater risk of dying. The figure means that loneliness has around twice the impact on an early death as obesity. According to a study by the University of California at San Francisco, people who are lonely were 59% more at risk of declining Activities of Daily Living (ADLs).

Through 2Life’s affordability pledge and supportive services, the Leland House will provide a vibrant and life-altering alternative to the high cost of aging in Waltham and disrupt the

negative impacts of loneliness on older adults by allowing seniors to age in community instead of alone at home in isolation.

6. Exceptions and Approvals Requested

The Project Site is within the Residence B (RB) zone. Certain elements of the Proposed Development do not comply with the current underlying zoning. The required exceptions to the City of Waltham's Zoning Ordinances and other local rules and regulations are specifically detailed in Section 9 of this Application. If any exceptions have not been included in this Application, the Petitioner, upon notification of such oversight, shall promptly amend the list of exceptions included herein.

7. Community Relations

The Petitioner partnered on this Proposed Development with the Leland Home Board and Deaconess Abundant Life Communities who have deep roots in the Waltham community. The Petitioner subsequently retained local attorneys Michael R. Connors and Shawn D. Keefe from the Law Offices of Connors & Connors LLP to assist in navigating the permitting process. Together, the Leland Home Board, Deaconess Abundant Life Communities and the Petitioner presented to the City Council and hosted the Mayor, City Council, and community for a tour of the Leland Home. The Petitioner subsequently held two community meetings on May 5, 2021 and June 8, 2021 to help plan for the redevelopment of the 21 Newton Street property.

The Petitioner submitted an application to the Community Preservation Committee (CPC) for \$6 million in Community Preservation Act (CPA) Funds to support the Proposed Development, which was unanimously approved by the City Council on August 2, 2021.

The Petitioner submitted an Application for Demolition Delay Determination to the Waltham Historical Commission (WHC). At their June 14, 2021 meeting the Historical Commission determined the existing Leland Home to be preferably preserved in accordance with the Delayed Demolition Ordinance, commencing a 12-month demolition delay order. Subsequently, the Petitioner was invited to present a mitigation plan to the WHC in early 2022.

CONCLUSION

For all the foregoing reasons, and for the additional reasons the Petitioner will present at the scheduled public hearing on this Application, the Petitioner respectfully requests the Board, after complying with the procedural requirements as provided by law, issue to the Petitioner a Comprehensive Permit for the Proposed Development.

SECTION 3

PETITIONER STATUS

3. PETITIONER STATUS

The Petitioner, 2Life Development Inc., is a Chapter 180 Non-Profit Corporation and an eligible applicant under 760 CMR 56.04. Pursuant to the Low-Income Housing Tax Credit ("LIHTC") Program administered by the Department of Housing and Community Development ("DHCD") as the subsidizing agency, the Petitioner intends to enter into a Regulatory Agreement providing for the affordability of the proposed affordable units. Accordingly, a sample of the proposed Regulatory Agreement is enclosed herewith as Section 8 of these filing materials.

The Petitioner intends to assign its rights under the Comprehensive Permit to 2Life Leland LLC or another eligible entity under 760 CMR 56.05(12)(b).

IDENTIFICATION
no. 042609432
Filing Fee: \$15.00

Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT (General Laws, Chapter 180, Section 7)

Name
Approved

We, Amy Schectman, *President / ~~XXXXXXXXXX~~

and Lizbeth Heyer, *Clerk / ~~XXXXXXXXXX~~

of Jewish Community Housing for the Elderly III, Inc.
(Exact name of corporation)

located at 30 Wallingford Road, Brighton, MA 02135
(Address of corporation in Massachusetts)

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1
(Number those articles 1, 2, 3, and/or 4 being amended)

of the Articles of Organization were duly adopted at a meeting held on 4/18 2018, by vote of:
6 members, directors, or shareholders**.

- Being at least two-thirds of its members legally qualified to vote in meetings of the corporation; OR
- Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180, Section 3; OR
- In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein.

C
P
M
R.A.

*Delete the inapplicable words.
**Check only one box that applies.
Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

R.C.

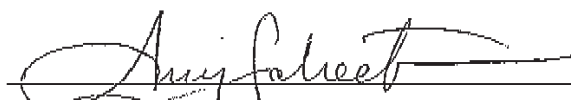
Article I: The name of the Corporation is:

2Life Development Inc.

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later effective date: _____

SIGNED UNDER THE PENALTIES OF PERJURY, this 8th day of November, 2019

 _____, *President ~~XXXXXX~~

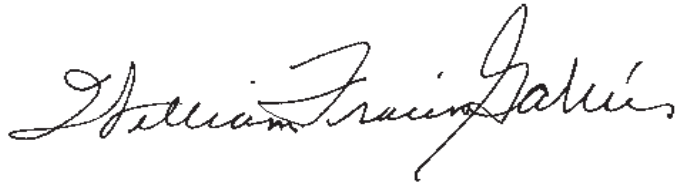
 _____, *Clerk ~~XXXXXX~~

*Delete the inapplicable words.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

November 08, 2019 03:18 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

IDENTIFICATION
no. 042609432
Filing Fee: \$15.00

Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

ARTICLES OF AMENDMENT (General Laws, Chapter 180, Section 7)

Name
Approved

We, Amy Schectman, *President / ~~XXXXXXXXXX~~

and Lizbeth Heyer, *Clerk / ~~XXXXXXXXXX~~

of Jewish Community Housing for the Elderly III, Inc.
(Exact name of corporation)

located at 30 Wallingford Road, Brighton, MA 02135
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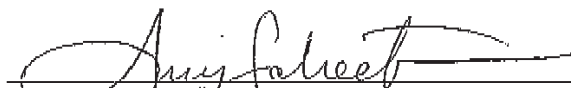
Article I: The name of the Corporation is:

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Later effective date: _____

SIGNED UNDER THE PENALTIES OF PERJURY, this 8th day of November, 2019

 _____, *President ~~XXXXXX~~

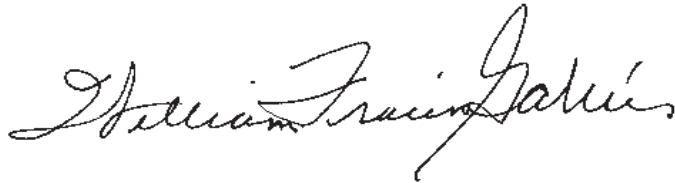
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THE COMMONWEALTH OF MASSACHUSETTS

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November 08, 2019 03:18 PM

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WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

SECTION 4

PROJECT ELIGIBILITY LETTER



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ♦ Karyn E. Polito, Lt. Governor ♦ Jennifer D. Maddox, Undersecretary

November 17, 2021

Lizbeth Heyer
Chief of Real Estate and Innovation
2Life Communities
30 Wallingford Road
Brighton, MA 02135-4753

Re: Leland House, Waltham, MA – Project Eligibility Letter

Dear Ms. Heyer:

We are pleased to inform you that your application for project eligibility determination for the proposed Leland House project located in Waltham, Massachusetts, has been approved under the Low Income Housing Tax Credit (LIHTC) program. The property is located at 21 Newton Street, Waltham, Massachusetts. This approval indicates that the proposed plan is for 68 units of senior rental housing. Sixty-six units will be affordable at no more than 60% of area median income. The proposed development and the rental structure as described in the application are generally consistent with the standards for affordable housing to be included in the community's Chapter 40B affordable housing stock. This approval does not constitute a guarantee that LIHTC funds will be allocated to Leland House. It does create a presumption of fundability under 760 CMR 56.04 and allows 2Life Communities to apply to the Waltham Zoning Board of Appeals for a comprehensive permit. The sponsor should note that a One Stop submission for funding for each phase of this project must conform to all Department of Housing and Community Development (DHCD) program limits and requirements in effect at the time of submission.

As part of the review process, DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Low Income Housing Tax Credit program.
2. DHCD has performed an on-site inspection of the proposed Leland House project and has determined that the proposed site is an appropriate location for the project. The site contains dilapidated commercial structures that will be demolished. The site is adjacent to a senior center and is in short walking distance to bus stops.
3. The proposed housing design is appropriate for the site. The proposed project consists of a new three-story building with surface parking. The development will include 51 residential parking spaces, a community center with flexible spaces for fitness and wellness activities, meeting rooms, and outdoor spaces.

4. The proposed project appears financially feasible in the context of the Waltham housing market, where there is a demonstrated need for affordable rental housing. The 68 unit proposal includes 66 units for senior households with incomes up to 60% of area median income (AMI), and 2 unrestricted resident manager units.
5. The initial proforma for the project appears financially feasible and consistent with the requirements for cost examination and limitations on profits on the basis of estimated development and operating costs. Please note again that a One Stop+ submission for funding for this project must conform to all DHCD program limits and requirements in effect at the time of submission.
6. A third-party appraisal has been commissioned. The Low-Income Housing Tax Credit Program Guidelines state that the allowable acquisition value of a site with a comprehensive permit must be equal to or less than the value under pre-existing zoning, plus reasonable carrying costs. If this project is submitted for funding under the Low-Income Housing Tax Credit Program, the acquisition price in the proposed budget should reflect these program guidelines. The sponsor is responsible for reviewing the guidelines and ensuring that the acquisition price will conform to the guidance.
7. The ownership entity will be a single-purpose entity controlled by the applicant subject to limited dividend requirements, and meets the general eligibility standards of the Low Income Housing Tax Credit program. The applicant will need to demonstrate sufficient organizational capacity to successfully develop the project under the Low-Income Housing Tax Credit program.
8. The applicant has a P&S agreement for site control. The agreement was executed on August 24, 2021 and expires on December 31, 2021.
9. DHCD received support from the City of Waltham via a commitment of \$6,000,000 from Waltham CPA.

The proposed Leland House project will have to comply with all state and local codes not specifically exempted by a comprehensive permit. In applying for a comprehensive permit, the project sponsor should identify all aspects of the proposal that will not comply with local requirements.

If a comprehensive permit is granted, construction of this project may not commence without DHCD's issuance of final approval pursuant to 760 CMR 56.04 (7) and an award of LIHTC funds. This project eligibility determination letter is not transferable to any other project sponsor or housing program without the express written consent of DHCD. When construction is complete, a Chapter 40B cost certification and an executed and recorded 40B regulatory agreement in compliance with DHCD's requirements pertaining to Chapter 40B must be submitted and approved by DHCD prior to the release of a Low-Income Housing Tax Credit form 8609.

This letter shall expire two years from this date, or on November 17, 2023, unless a comprehensive permit has been issued.

We congratulate you on your efforts to work with the City of Waltham to increase its supply of affordable housing. If you have any questions as you proceed with the project, please feel free to call or email Rebecca Frawley Wachtel at (617) 573-1318 or Rebecca.Frawley@mass.gov.

Sincerely,

A handwritten signature in black ink, appearing to be 'Catherine Racer', written in a cursive style. The signature is positioned above a long, thin horizontal line that extends across the page.

Catherine Racer
Director

cc: Jeannette A. McCarthy, Mayor of Waltham
Zoe Weinrobe, Director of Real Estate Development

SECTION 5

DEVELOPMENT TEAM

5. DEVELOPMENT TEAM

Petitioner/Developer:

2Life Development Inc.
30 Wallingford Road
Brighton, MA 02135
Contact: Zoe Weinrobe
Phone: 617-912-8406
Email: zweinrobe@2lifecommunities.org

Architect:

PCA/Prellwitz Chilinski Associates Inc.
221 Hampshire Street
Cambridge, MA 02139
Contact: Laura Homich
Phone: 617-547-8120
Email: lhomich@pcadesign.com

**Landscape Architect/
Civil Engineer:**

Stantec
226 Causeway Street, 6th floor
Boston, MA 02114-2155
Contact: Dylan Stevens
Phone: 617-654-6063
Email: Dylan.Stevens@stantec.com

Traffic Consultant:

Contact: Rick Bryant
Phone: 413-387-4502
Email: Rick.Bryant@stantec.com

Legal Counsel - Permitting:

Connors & Connors LLP
689 Main Street
Waltham, MA 02451
Contact: Michael R. Connors
Phone: 781-894-6000
Email: mconnors@connorslaws.com

Legal Counsel - Real Estate:

Klein Hornig LLP
101 Arch Street Suite 1101
Boston, MA 02110
Contact: Teresa M. Santalucia
Phone: 617-224-0621
Email: tsantalucia@kleinhornig.com

Geotechnical and Geoenvironmental Engineer:

McPhail Associates, LLC
2269 Massachusetts Avenue
Cambridge, MA 02140
Contact: Kevin D. Jordan
Phone: 617-868-1420
Email: kjordan@mcphailgeo.com

SECTION 6

SITE CONTROL

PURCHASE AND SALE AGREEMENT

between

THE LELAND HOME,
as Seller

and

2LIFE DEVELOPMENT INC.,
as Buyer

21 NEWTON STREET,
WALTHAM, MASSACHUSETTS

as of August 24, 2021

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Exhibits

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EXHIBIT C	Form of Bill of Sale
EXHIBIT D	Form of Assignment and Assumption Agreement (re: Contracts)
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EXHIBIT G	Environmental Reports
EXHIBIT H	Form of Seller Note
EXHIBIT I	Form of Seller Mortgage

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) made as of this 24th day of August, 2021 (the “**Effective Date**”), by and between THE LELAND HOME, a Massachusetts nonprofit corporation, having an address of 21 Newton Street, Waltham, Massachusetts 02453 (hereinafter referred to as “**Seller**”), and 2LIFE DEVELOPMENT INC., a Massachusetts nonprofit corporation, its successors and assigns, having an address of 30 Wallingford Road, Brighton, Massachusetts 02135 (hereinafter referred to as “**Buyer**”).

RECITALS

A. Seller is the owner of the following real and personal property, which, taken together, is herein collectively called the “**Property**”:

1. A certain parcel of land in Waltham, Middlesex County, Massachusetts, commonly known as 21 Newton Street, as more particularly described in EXHIBIT A attached hereto and incorporated herein by reference (the “**Land**”), together with all easements, rights and privileges appurtenant thereto, including, without limitation, all minerals, oil or gas on or under such Land, development rights, land use entitlements, air rights, water rights, and all right, title and interest of Seller in and to all streets, gores, alleys, easements and rights of way in, on, across, in front of or adjoining thereto (all of the foregoing, the “**Real Property**”);

2. All buildings and other improvements located on the Real Property (the “**Improvements**”, and, together with the Real Property, the “**Premises**”);

3. All furniture, fixtures, equipment, machines, apparatus, appliances, supplies and personal property of every nature and description and all replacements thereof owned by Seller and located on the Premises or used in connection with the ownership or operation of the Premises, other than with respect to the home care business of Seller’s affiliate (collectively, the “**Personal Property**”); and

4. Any intangible property now or hereafter owned by Seller and used in the ownership or operation of the Premises including, without limitation, any plans and specifications, surveys, equipment, catalogs, booklets, operating manuals and logs, tenant correspondence and files, tenant lists, leasing brochures and materials, advertising materials and other similar items, title inspections, permits, licenses, approvals, guaranties, warranties, or other rights relating to the ownership, use or operation of the Premises, other than with respect to the home care business of Seller’s affiliate (collectively, the “**Intangibles**”).

B. Buyer is a nonprofit corporation organized and operated for charitable purposes, including acquiring, constructing, rehabilitating, owning, and operating affordable housing.

C. Seller is prepared to sell, transfer and convey the Property to Buyer, and Buyer is prepared to purchase, pay for and acquire the Property from Seller, all for the Purchase Price (as hereinafter defined) and on the other terms and conditions hereinafter set forth, it being Buyer’s intention to apply for a Comprehensive Permit issued by the City of Waltham pursuant to M.G.L. Chapter 40B (the “**Comprehensive Permit**”) to construct an affordable multifamily residential rental project upon the Real Property (the “**Project**”).

AGREEMENT

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1. Agreement to Sell.

Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy, the Property.

ARTICLE 2. Purchase Price and Payment.

The total purchase price (the “**Purchase Price**”) for the Property is One Million Two Hundred Fifty Thousand and 0/100 Dollars (\$1,250,000.00). Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid by Buyer as follows:

2.1 Upon execution of the Agreement, Buyer shall pay to Seller by wire transfer of immediately available funds a non-refundable deposit in an amount equal to Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (the “**Deposit**”).

2.2 On the Closing Date (as hereinafter defined), Buyer shall pay by wire transfer of immediately available funds in an amount equal to Nine Hundred Sixty-Five Thousand and 0/100 Dollars (\$965,000.00) (the “**Closing Date Payment**”) to Marsh, Moriarty, Ontell and Golder, P.C. (the “**Escrow Agent**”) and Escrow Agent shall disburse these funds to Seller to such account(s) as Seller may designate in writing.

2.3 The Buyer shall pay by wire transfer of immediately available funds an additional Two Hundred Fifty Thousand and 0/100 Dollars (\$250,000.00) (the “**Comprehensive Permit Payment**”) to Escrow Agent not more than ten (10) business days after the recording of the Comprehensive Permit with the Middlesex County South Registry of Deeds (the “**Registry**”), which Comprehensive Permit shall permit Buyer, or its permitted successors and assigns pursuant to the terms of Section 19.1 herein, to construct the Project on the Real Property. Prior to (and up until) the issuance of the Comprehensive Permit, the Seller agrees to reasonably cooperate with Buyer in obtaining all zoning and permitting approvals with respect to the Property, including the Comprehensive Permit. The Buyer shall use commercially reasonable efforts to obtain the Comprehensive Permit, time being of the essence.

2.3.1 Subject to the terms and conditions of this Agreement, the Buyer’s contingent obligation to make the Comprehensive Permit Payment or, if applicable, the Additional Transaction Proceeds payment (as described in Section 2.4 below) shall be evidenced by (i) a promissory note to be made from the Buyer to Seller on the Closing Date in the amount of \$250,000 (the “**Seller Note**”), a form of which Seller Note is attached hereto as EXHIBIT H, and (ii) a mortgage granted from Buyer to Seller secured by the Real Property to be recorded in the Registry on the Closing Date (the “**Seller Mortgage**”), a form of which Seller Mortgage is attached hereto as EXHIBIT I. The Escrow Agent shall disburse the Comprehensive

Permit Payment or the Additional Transaction Proceeds payment, if and when applicable, to Seller to such account(s) as Seller may designate in writing.

2.4 In the event that the Buyer, in good faith, reasonably determines that it is not possible to obtain a Comprehensive Permit for the development of the Project, the Buyer shall have the right, but not the obligation, to sell or lease all or part of the Property. If the Buyer exercises its right to so sell or lease, then in consideration of the charitable purposes of Seller and Buyer, Buyer agrees that it shall, in good faith, use commercially reasonable efforts to seek either another non-profit organization as its buyer for the development and/or use of the Property in furtherance of such buyer's nonprofit organization's charitable mission, or a developer or provider of affordable multifamily housing for development or use of the Property as an affordable housing project. Upon the execution of a definitive agreement or binding term sheet to sell or lease all or part of the Property, Buyer shall notify Seller of the purchaser, the total consideration, and the closing date. Upon the closing of such sale or lease, Buyer shall pay to Seller additional consideration (the "**Additional Transaction Proceeds**") equal to the amount by which the Property's gross sale proceeds (or aggregate gross rent due under a lease, if applicable) are greater than the sum of the Deposit, the Closing Date Payment and all of Buyer's direct and reasonable out-of-pocket expenses with respect to the Property, up to a maximum amount of Two Hundred Fifty Thousand and 0/100 Dollars (\$250,000.00). To the extent that Buyer has deducted such out-of-pocket expenses with respect to the Property and the Additional Transaction Proceeds are less than \$250,000, then simultaneously with the payment of the Additional Transaction Proceeds Buyer shall deliver to Seller a reasonably detailed, correct, and complete itemization and accounting of all such expenses deducted and the total consideration paid or to be paid to Buyer. The Additional Transaction proceeds shall be paid to Escrow Agent and Escrow Agent shall disburse these funds to Seller to such account(s) as Seller may designate in writing, with the Buyer to keep any and all additional sale proceeds. If the Property's sale proceeds are less than the sum of the Deposit, the Closing Date Payment and all of Buyer's expenses with respect to the ownership, operation, and permitting of the Property, no additional proceeds shall be due to the Seller. In such case, Buyer shall notify Seller and provide a reasonably detailed, correct, and complete itemization and accounting of all such expenses deducted and the total consideration paid or to be paid to Buyer.

2.5 The maturity date of the Seller Note (the "**Seller Note Maturity Date**") shall be the **earlier** of (a) the date on which Seller receives the Comprehensive Permit Payment and (b) the Buyer's sale or lease of the Property as described in this Section 2.2, and, if applicable, Seller's receipt of the Additional Sale Proceeds. Not more than ten (10) business days following the Seller Note Maturity Date, Seller shall return the original Seller Note to Buyer, marked paid, and shall deliver a discharge of the Seller Mortgage to Escrow Agent for recording with the Registry.

2.6 The terms and conditions in Sections 2.2, 2.3, 2.4 and 2.5 above shall survive the Closing and delivery of the Deed.

ARTICLE 3. Conveyance of Title.

3.1 The Premises shall be conveyed in fee simple absolute, by good and sufficient quitclaim deed (the "**Deed**") in substantially the form of EXHIBIT B attached hereto and

incorporated herein by reference, running to Buyer or, subject to the provisions of Section 19.1 hereof, to such assignee as Buyer designates by notice to Seller as required by Section 19.1 hereof. The Deed shall convey good and clear record title to the Premises, free from all liens, encumbrances, and encroachments from or on the Premises except the Permitted Exceptions (as hereinafter defined). The following matters shall be deemed to be “**Permitted Exceptions**”:

- 3.1.1 the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided;
- 3.1.2 local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Premises; and
- 3.1.3 those matters which Seller is not obligated to remove as provided in this ARTICLE 3.

3.2 The Personal Property shall be conveyed free of all encumbrances (other than the Permitted Exceptions) by one or more bills of sale (the “**Bill of Sale**”) in substantially the form of EXHIBIT C attached hereto and incorporated herein by reference.

3.3 Buyer shall obtain each of the following at its own cost and expense (i) a current ALTA Survey of the Premises (the “**Survey**”) certified to Buyer and Marsh Moriarty Ontell Golder P.C.; and (ii) a title insurance commitment for the Premises (the “**Title Commitment**”). Except as to any matters objected to by Buyer in a written notice to Seller on or before September 30, 2021 (a “**Buyer’s Title and Survey Notice**”), Buyer shall be deemed to have accepted any survey matter affecting the Premises and the state of title (and to have waived any objections thereto), and any such matter which is not objected to by Buyer on or before September 30, 2021 shall be a Permitted Exception. Seller shall have five (5) business days following its receipt of a Buyer’s Title and Survey Notice to notify Buyer by written notice as to whether or not Seller has elected to cure the matter or matters objected to by Buyer in such Buyer’s Title and Survey Notice (a “**Seller’s Title and Survey Notice**”). Failure of Seller to give the Seller’s Title and Survey Notice shall be deemed an election by Seller not to cure such objection(s). If Seller elects or is deemed to have elected not to cure any matter objected to in such Buyer’s Title and Survey Notice, Buyer shall elect within five (5) business days following the date of such election or deemed election either (i) to waive its objection or objections to the matter or matters not being cured by Seller, without reduction of the Purchase Price in which case such matter shall become a Permitted Exception; or (ii) to terminate this Agreement by written notice to Seller, and neither party shall have any further liability or obligation to the other hereunder except for the Buyer’s obligations under Sections 5.3 and 8.3 hereof, which shall remain in effect.

3.4 If Seller has elected to cure any matter, such matter shall be cured by Seller prior to Closing, and Buyer shall be given a reasonable opportunity prior to Closing to verify that such matter has been cured to Buyer’s reasonable satisfaction. Notwithstanding the foregoing or anything contained herein to the contrary, Seller shall cause to be released or bonded over any and all mortgages or encumbrances securing the payment of money which Seller has caused to be recorded against the Property (each, a “**Voluntary Monetary Encumbrance**”).

3.5 Seller shall be entitled to use such portion of the Purchase Price as is necessary to pay off all such Voluntary Monetary Encumbrances and any title objection that Seller agrees to cure. Buyer hereby acknowledges that any instruments evidencing the release or discharge of any Voluntary Monetary Encumbrances may be recorded at or after the Closing in accordance with standard conveyancing practice reasonably acceptable to the Title Company.

3.6 Buyer may, prior to Closing, notify Seller in writing of any objection to title or survey (excluding objections to title and survey which have been waived by Buyer as hereinabove provided or that are or are deemed to be Permitted Exceptions) first arising after the date of the Survey (with respect to survey matters) or the Title Commitment (with respect to title matters) (each a “**New Encumbrance**”) but not later than three (3) business days after discovery of the same. If Buyer does not object to any New Encumbrance as herein provided, such New Encumbrance shall be deemed a Permitted Exception. In the event that Buyer gives written notice of objection to any New Encumbrance, Seller shall have the same options to cure and Buyer shall have the same options to waive its objections or to terminate this Agreement, as set forth above. If any New Encumbrance is a Voluntary Monetary Encumbrance, Seller must satisfy the same on or before the Closing.

ARTICLE 4. Closing.

4.1 The conveyance of the Premises contemplated hereunder (the “**Closing**”) shall occur not later than December 31, 2021 (the “**Closing Date**”) through an escrow established with the Escrow Agent.

4.2 At or before the Closing, Seller shall deliver the following documents:

4.2.1 The Deed, duly executed by Seller and acknowledged as required;

4.2.2 The Bill of Sale, duly executed by Seller;

4.2.3 An Assignment and Assumption Agreement in the form of EXHIBIT D attached hereto and incorporated herein by reference relating to Intangibles, to the extent assignable and those Operating Contracts (as hereinafter defined) which Buyer is assuming in accordance with the provisions of this Agreement (the “**Contract Assignment**”) and originals (or true and complete copies, if originals are not in Seller’s possession or reasonable control) of those Operating Contracts so assigned, duly executed by Seller;

4.2.4 Evidence of notice of termination of all Operating Contracts which Buyer has elected not to assume in accordance with the provisions of this Agreement;

4.2.5 Originals or copies in Seller’s possession or reasonable control of all warranties, guaranties and operating manuals, if any, with respect to the Property, including without limitation, any from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repair or alteration of the Improvements, systems or any tenant improvements;

- 4.2.6 Originals or copies of all plans, permits, governmental approvals, land use, environmental, traffic and building permits in Seller's possession or control and originals of all certificates of occupancy, licenses, variances and the like relating to the Property;
- 4.2.7 A certification of non-foreign status in the form of EXHIBIT E attached hereto and incorporated herein by reference, duly executed by Seller;
- 4.2.8 Evidence satisfactory to the Title Company that all necessary approvals and/or consents by Seller and any constituent person of Seller otherwise required under Seller's organizational documents, have been delivered and such other evidence satisfactory to the Title Company of Seller's good standing and authority and the authority of the signatory on behalf of Seller to convey the Property pursuant to this Agreement;
- 4.2.9 Originals or a copy of as built plans and specifications for the Improvements (if in Seller's possession or reasonable control);
- 4.2.10 Affidavits and indemnities reasonably sufficient for the Title Company to delete any exceptions for parties in possession and mechanics' or materialmen's liens from the owner's title insurance policy and to provide so-called "gap" coverage (the "**Title Policy**");
- 4.2.11 A certificate restating as of the Closing Date all of Seller's representations and warranties contained herein or, to the extent that such representations and warranties are no longer true and correct, a certificate setting forth all exclusions and exceptions to such representations and warranties then known to Seller, duly executed by Seller;
- 4.2.12 An original of a closing statement setting forth the Purchase Price and the closing adjustments and prorations in form and substance satisfactory to Buyer and Seller (the "**Closing Statement**"), duly executed by Seller;
- 4.2.13 Such transfer tax, gains or other similar forms required by law, duly executed by Seller and acknowledged as required;
- 4.2.14 Written notice (the "**Sale Notice**") in a form to be provided by Seller and reasonably acceptable to Buyer, signed by Seller, addressed to each party to any Operating Contracts and other contracts to be assumed by Buyer, if any, indicating that the Property has been sold to Buyer and that all rights of Seller thereunder in any deposits and any interest accrued thereon have been assigned to Buyer;
- 4.2.15 An original 1099 B Certification, duly executed by Seller;
- 4.2.16 Keys to all locks at the Property;

- 4.2.17 All other documents reasonably required to effectuate this Agreement and the transactions contemplated hereby.
- 4.3 At the Closing, Buyer shall deliver, or cause to be delivered, the following:
 - 4.3.1 The Closing Date Payment as adjusted in accordance with the terms hereof;
 - 4.3.2 An original of the Seller Note, duly executed by Buyer;
 - 4.3.3 An original of the Seller Mortgage, duly executed by Buyer, for recording with the Registry;
 - 4.3.4 An original of the Contract Assignment, duly executed by Buyer;
 - 4.3.5 The Sale Notice, duly executed by Buyer;
 - 4.3.6 A duplicate original of the Closing Statement, duly executed by Buyer;
 - 4.3.7 Such transfer tax, gains or other similar forms required by law, duly executed by Buyer and acknowledged as required;
 - 4.3.8 A certificate restating as of the Closing Date all of Buyer's representations and warranties contained herein or, to the extent that such representations and warranties are no longer true and correct, a certificate setting forth all exclusions and exceptions to such representations and warranties then known to Buyer, which certificate shall be subject to the same qualifications and limitations set forth in Section 15.1 hereof, duly executed by Buyer; and
 - 4.3.9 All other documents reasonably required to effectuate this Agreement and the transactions contemplated hereby.

ARTICLE 5. Due Diligence Investigations by Buyer.

5.1 Seller acknowledges that, during the Due Diligence Period, Buyer intends to conduct an investigation of the Property, which may include examination of all structural and mechanical aspects thereof, review of any and all documentation with respect to the Property including without limitation its income and expenses, records of repairs, examination of the title to the Premises, conducting tests (subject to the terms of this ARTICLE 5) to determine the presence or absence of Hazardous Materials (hereinafter defined), asbestos, lead paint, radon, lead in drinking water, mold, oil, urea-formaldehyde and other similar materials and substances, obtaining a current as built survey thereof, and determining the compliance of the Property with all applicable laws, rules, codes and regulations.

5.2 Notwithstanding anything to the contrary contained in this Agreement, Seller acknowledges the Buyer shall have the right in its sole and absolute discretion, for any reason whatsoever or for no reason, to terminate this Agreement by giving written notice of such election

to Seller on any day prior to and including the date, which is September 24, 2021. Thereafter, Buyer shall have the right to terminate the Agreement on any day prior to and including the date (the “**Due Diligence Expiration Date**”) which is December 15, 2021 (the period from the date hereof to such date being the “**Due Diligence Period**”) by giving written notice of such election to Seller in the event Buyer identifies material conditions determined by Buyer to affect the feasibility of carrying out the Project. A written notice may be delivered in the form of an electronic communication, and in the event of any such termination, Seller may retain the Deposit and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. In the absence of such written notice, Buyer’s option to terminate this Agreement in accordance with this Section 5.2 shall no longer be applicable and except as otherwise expressly provided in this Agreement, Buyer shall be deemed to have accepted all matters relating to the Property as of the expiration of the Due Diligence Period, and this Agreement shall continue in full force and effect. Notwithstanding the foregoing, (i) in the event that Buyer has not received an appraisal report for the Property, commissioned at Buyer’s sole cost and expense, by the Due Diligence Expiration Date, then Buyer shall have a one-time right upon written notice to Seller to extend the Due Diligence Expiration Date for up to fifteen (15) days or the earlier receipt of such appraisal report, and (ii) in the event that Buyer has not received a Phase I Environmental Site Assessment for the Property, commissioned at Buyer’s sole cost and expense, by the Due Diligence Expiration Date (despite using commercially reasonable efforts), then Buyer shall have a one-time right upon written notice to Seller to extend the Due Diligence Expiration Date for up to fifteen (15) days or the earlier receipt of such Phase I Environmental Site Assessment. For avoidance of doubt, if exercised, such extensions shall not result in an extension of the Closing Date.

5.3 Seller shall, during the Due Diligence Period, make the Property available at reasonable times to Buyer and its agents, consultants and engineers for such inspections and tests as Buyer deems appropriate, provided that Buyer shall endeavor to provide one (1) day’s advance notice to Seller unless it is not possible for Buyer to provide such advance notice, in which case Buyer shall simply provide Seller notice, including for Buyer’s engineering inspection(s), site evaluations, and such other inspections and tests as Buyer deems appropriate at no cost or expense to Seller and subject to this Section 5.3. In connection with its right to enter upon the Property set forth in this Section 5.3, Buyer hereby agrees (i) not to unreasonably interfere with the operation of the Property, (ii) at Buyer’s sole cost and expense, to promptly restore the Property to its prior condition after the performance of any such inspections (and, in the event that Buyer does not so restore any such portion of the Property, Buyer shall reimburse Seller upon demand for any and all expenses reasonably incurred by Seller in restoring the same to such condition); (iii) that Seller shall have the right to have a representative present for all such on-site inspections and evaluations; provided, however, that Seller shall not be required to have a representative present and such evaluations and inspections shall not be delayed due to Seller not having a representative present) and (iv) to indemnify and hold Seller Group (as defined in ARTICLE 6) harmless from and against any and all claims for liabilities, costs, expenses (including reasonable attorneys’ fees actually incurred), damages or injuries arising out of actions taken by Buyer or its agents, engineers or consultants or its failure to satisfy the conditions of subsections (i) and (ii) above, but expressly excluding loss, cost or damage arising merely out of discovery of pre-existing conditions not exacerbated as a result of such inspections or tests. Prior to any entry onto the Property, Buyer shall deliver to Seller evidence reasonably satisfactory to Seller that Buyer and all of Buyer’s agents and contractors entering onto the Property have obtained comprehensive general liability

insurance naming Seller and its agents and mortgagees as additional insureds, with such limits and written on such forms as are reasonably acceptable to Seller. No environmental samplings, invasive or destructive tests (including, without limitation, tests for mold and radon, boring, drilling and sampling of soils, air quality or water) shall be conducted without Seller's consent, which will not be unreasonably withheld. The indemnification, repair and restoration obligations of Buyer under this Section 5.3 shall survive the Closing and delivery of the Deed or any termination of this Agreement notwithstanding any other provisions herein to the contrary.

Furthermore, in addition to any other confidentiality obligations of Buyer set forth in this Agreement, it is specifically acknowledged and agreed that prior to Closing, Buyer shall not disclose to Seller, any governmental authority or any other third-party (except for any lender and insurer involved with the transaction) any results of or reports associated with Buyer's environmental due diligence (including, without limitation, sampling data, if any sampling is permitted by Seller) unless such disclosure is requested in writing by Seller. Buyer acknowledges and agrees that disclosure of sampling data is not required of Buyer by law in accordance with Massachusetts Hazardous Waste Cleanup Advisory Ruling 97-01.

5.4 Buyer shall give Seller written notice at least two (2) business days before conducting any inspection of the Property, on-site personnel, engineers or any government officials (directly or through third parties), and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their investigations on the Property. Buyer agrees that, other than routine records searches, its communications with government officials regarding licenses, permits and approvals for the Property shall be limited to an investigation of the existence, validity and effect of the existing licenses, permits and approvals and shall not include discussions of possible modifications of such licenses, permits and approvals.

5.5 In order to facilitate Buyer's investigations, Seller shall make available, during the Due Diligence Period, (at reasonable times and places or by providing Buyer access to an online database) for Buyer's review Seller's books and records relating to the Property that are in Seller's possession or reasonable control, including, without limitation, maintenance records, environmental reports, records of income, taxes and expenses, licenses, tenant files, contracts, records of repairs and capital improvements, in all cases as available, but expressly excluding all documents and materials of a proprietary nature, such as internal valuation analysis, projections, software, marketing materials, and materials constituting the work product of Seller or its agents and attorneys (collectively, the "**Property Information**").

5.6 Buyer shall furnish to Seller without charge a copy of any reports received by Buyer relating to any on-site inspection of the Property conducted on Buyer's behalf.

ARTICLE 6. AS IS, WHERE IS.

Except for the representations and warranties contained herein or in any documents delivered by Seller to Buyer at Closing, the Property is being acquired by Buyer in an "**AS IS**", "**WHERE IS**" condition, "**WITH ALL DEFECTS**" and "**WITH ALL FAULTS**". Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Agreement or in any documents delivered by Seller to Buyer at Closing, no representations or warranties, whether express, implied or statutory, have been made

or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Buyer hereby expressly releases the Seller Group (hereinafter defined) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information or statements, representations or assertions contained therein, or (b) the inaccuracy, incompleteness or unreliability of any of the Property Information.

Buyer hereby waives, releases and forever discharges Seller, any affiliate of Seller and any manager, member, partner, shareholder, officer, director, employee, agent or person acting on behalf of Seller or any affiliate of Seller (the "**Seller Group**") of and from any and all claims, actions, causes of action, demands, rights, damages, liabilities and costs whatsoever, direct or indirect, known or unknown, which Buyer now has or which may arise in the future, against the Seller Group related in any way to the Property, including, without limitation, all liabilities or obligations relating to environmental matters and Hazardous Materials located at, on, in, or under the Property or migrating from the Property, regardless of whether such Hazardous Materials are located on, under or in the Property prior to or after the date hereof except for (x) claims resulting from the breach of any representation or warranty or indemnification obligation made by Seller in this Agreement or in any documents delivered by Seller to Buyer at Closing, and (y) fraud. Buyer hereby agrees not to assert, and hereby releases Seller from, any claim for contribution, cost, recovery or otherwise against Seller Group relating directly or indirectly to the physical condition of the Property including, without limitation, the existence of oil, lead paint, lead, radon, asbestos, mold, or Hazardous Materials or hazardous substances on, or the environmental condition of, the Property, whether known or unknown. For purposes of this paragraph, the term "**Environmental Laws**" shall mean all federal, state, or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, relating to the protection of human health, safety and environment; and the term "**Hazardous Materials**" shall include any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous, toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal life or the environment or which are defined, determined or identified as such in any Environmental Laws or which are regulated or subject to clean-up authority under any Environmental Laws, including, but not limited to materials defined as (A) "hazardous waste" under the Federal Resource Conservation and Recovery Act; (B) "hazardous substances" under the Federal Comprehensive Environmental Response, Compensation and Liability Act, (C) "pollutants" under the Federal Clean Water Act; (D) "toxic substances" under the Toxic Substances Control Act; and (E) "oil or hazardous materials" under state law, including, without limitation, M.G.L. Ch. 21E and the Massachusetts Contingency Plan (310 C.M.R. 40.0000).

The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded

for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is expressly set forth in this Agreement or the Exhibits annexed hereto. Buyer acknowledges that Seller has given Buyer the opportunity to inspect fully the Property and investigate all matters relevant thereto, and, to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, provided that the foregoing shall not diminish Buyer's rights with respect to any representations or warranties expressly made by Seller in this Agreement.

The provisions of this Article 6 shall survive the Closing and the delivery of the Deed.

ARTICLE 7. Conditions to Closing.

7.1 Buyer's Conditions. Without limiting any of the other conditions to Buyer's obligations to close set forth in this Agreement, the obligations of Buyer under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Buyer at or prior to Closing):

- 7.1.1 All of the representations and warranties by Seller set forth in this Agreement or any Exhibit attached hereto shall be true and correct in all material respects when made;
- 7.1.2 Subject to the provisions of ARTICLE 9 hereof, the Property shall be in substantially the same condition as at the expiration of the Due Diligence Period, reasonable use and wear excepted; and
- 7.1.3 Seller shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Agreement to be performed by Seller at or prior to Closing.

7.2 Seller's Conditions. Without limiting any of the other conditions to Seller's obligations to close set forth in this Agreement, the obligations of Seller under this Agreement are subject to the satisfaction at the time of Closing of each of the following conditions (any one of which may be waived in whole or in part by Seller at or prior to Closing):

- 7.2.1 All of the representations and warranties by Buyer set forth in this Agreement or any Exhibit attached hereto shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing; and
- 7.2.2 Buyer shall have performed, observed, and complied in all material respects with all covenants and agreements required by this Agreement to be performed by Buyer at or prior to Closing.

7.3 Failure of Condition. If any condition to either party's obligation to proceed with the Closing is not satisfied at Closing, other than as a result of a default by the other party (the remedies for which are provided in ARTICLE 8 below), such party may either (i) terminate this Agreement by delivering written notice to the other party on or before the Closing Date, or (b)

elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition.

ARTICLE 8. Default.

8.1 Seller Default. In the event that Seller fails to fulfill any of its obligations hereunder in any material respect, Buyer's sole and exclusive remedy at law or in equity shall be the right to elect any one of the following rights and remedies:

- 8.1.1 Buyer shall have the right to terminate this Agreement by notice to Seller, and thereupon all obligations of the parties under this Agreement shall terminate (other than any party's obligations under Sections 5.3 and 8.3 hereof, which shall remain in effect).
- 8.1.2 Buyer shall have the right to waive the default or failure of conditions and proceed to Closing in accordance with the provisions of this Agreement without any adjustment of the Purchase Price.
- 8.1.3 If and to the extent Seller's breach is intentional, then and only in such event, Buyer may seek specific performance for conveyance of the Property on the terms and conditions set forth in this Agreement.

Buyer Default. In the event of a default by Buyer of any of its representations, warranties, covenants or obligations hereunder, Seller's sole and exclusive remedy for damages arising from Buyer's default shall be to retain the Deposit as liquidated damages (it being agreed between the parties hereto that the actual damages to Seller in the event of such default are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof) and to have the right to enforce Buyer's obligations under Sections 5.3 and 8.3 hereof.

8.2 No Indirect Damages. Under no circumstances shall Seller or Buyer have the right to any indirect, consequential or punitive damages, "overhead" or similar charges, or any damages relating to lost profits or lost opportunities with respect to any such default by the other party hereto, it being understood that Seller and Buyer hereby waive their right to collect all other damages and all of their rights and remedies on account of a default hereunder by the other party hereto, and agree that the remedies described in this ARTICLE 8 shall be their sole and exclusive remedies in the event of any such default.

8.3 Return of Property Information. Notwithstanding anything contained in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, then Buyer shall promptly deliver to Seller all Property Information provided to Buyer by Seller, including copies thereof in any form whatsoever (including electronic form) and if requested by Seller, along with any and all test results and studies performed by or on behalf of Buyer pursuant to ARTICLE 5 of this Agreement, excluding any confidential or proprietary information or financial modeling or attorney work product. The obligations of the Buyer under this paragraph shall survive any termination of this Agreement.

ARTICLE 9. Damage or Destruction; Condemnation.

9.1 The risk of loss, damage or destruction to the Property by fire or other casualty or the taking of all or part of the Property by condemnation or eminent domain or by an agreement in lieu thereof until the Closing is assumed by Seller.

9.2 In the event of partial damage or destruction of the Property of a type which can, under the circumstances, reasonably be expected (based on the estimate of a licensed architect or engineer selected by Seller) to be restored or repaired at a cost that equals thirty percent (30%) of the Purchase Price or less, then Buyer shall (unless such damage has been repaired by Seller in a good and workmanlike manner prior to Closing), accept title to the Property in its destroyed or damaged condition. Buyer shall pay the full Purchase Price at Closing without reduction, and Seller shall pay over or assign to Buyer all rights to any proceeds of insurance payable with respect to such destruction or damage (less amounts reasonably expended by Seller in repairing the damage or collecting proceeds prior to the Closing Date) and Buyer shall have a credit against the Purchase Price in the amount of any deductible.

9.3 In the event that the Property shall have been damaged or destroyed, the cost of repair or restoration of which would reasonably be expected (based on the estimate of a licensed architect or engineer selected by Seller) to exceed the sum equal to thirty percent (30%) of the Purchase Price or is less than an amount equal to thirty percent (30%) of the Purchase Price, but not fully covered by insurance subject to commercially reasonable insurance deductibles, then at Buyer's election, Seller shall, unless Seller has previously repaired or restored the Property to its former condition, either (a) terminate this Agreement by delivering written notice to Seller, or (b) pay over or assign to Buyer all rights to any proceeds of insurance payable with respect to such destruction or damage (less amounts reasonably expended by Seller in repairing the damage or collecting proceeds prior to the Closing Date) and Buyer shall have a credit against the Purchase Price in the amount of any deductible.

9.4 If prior the Closing Date, all or a material portion of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or a material portion of the Property is threatened or commenced, Buyer may either terminate this Agreement or purchase the Property in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Property, Seller shall credit the amount of said payments against the Purchase Price at the Closing (less amounts reasonably expended by Seller in repairing the damage or collecting the proceeds prior to the Closing Date).

9.5 Seller shall promptly notify Buyer of any material damage or destruction to the Property or any notice received by it or information acquired by it regarding the threatening of or commencement of condemnation or similar proceedings. Failure to provide prompt notification (within three (3) business days) is a default by Seller.

ARTICLE 10. Representations and Warranties of Seller.

10.1 In order to induce Buyer to enter into this Agreement and to consummate the purchase of the Property, Seller hereby represents and warrants to Buyer as of the date of this Agreement as follows:

- 10.1.1 Authority. Seller is, and on the Closing Date shall be, a nonprofit corporation duly and validly organized and existing and governed by the laws of the Commonwealth of Massachusetts. This Agreement and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Seller, and all consents required under Seller's organizational documents or by law will have been obtained. All necessary third-party consents and approvals to the transactions contemplated hereby have been obtained. This Agreement and such documents are, or at the Closing will be, legal, valid, and binding obligations of Seller enforceable in accordance with their terms, and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.
- 10.1.2 Condemnation. Seller has not received written notice of any condemnation, zoning, environmental or other land use regulation proceedings that would detrimentally affect the use, occupancy and operation of the Property or the value of the Property.
- 10.1.3 Operating Contracts. EXHIBIT F attached hereto and incorporated herein by reference is a complete list of all of the management, leasing, service, utility, maintenance, brokerage, listing, operating and other contracts or agreements to which Seller is a party currently in effect with respect to the Property as of the date of this Agreement (the "**Operating Contracts**"). To Seller's knowledge, each of the Operating Contracts is in full force and effect, and, except as specified in EXHIBIT F, has not been amended, modified, or supplemented. To Seller's knowledge, there is no existing default, beyond applicable grace periods under any of the Operating Contracts, where such default would have a material adverse impact on the value of the Property. The management and leasing contracts for the Property can be terminated as of the Closing Date, without penalty or payment of any termination fee or the like.
- 10.1.4 Violations of Law. Seller has not received any written notice from any governmental authority having jurisdiction that the Property is in violation of any law, ordinance, rule or regulation applicable to the Property which has not been cured.
- 10.1.5 Environmental Matters. Attached as EXHIBIT G and incorporated herein by reference is a list of all environmental/hazardous waste studies and

reports relating to the Property which are in Seller's actual possession (the "**Environmental Reports**").

- 10.1.6 Litigation. Seller has not received any written notice of any legal action, suit or proceeding (nor to Seller's knowledge has any legal action, suit or proceeding been threatened) against Seller or the Property before or by any federal or state court, commission, regulatory body, or administrative agency, domestic or foreign, which would, if determined adversely to Seller, materially and adversely affect the use or the value of the Property.
- 10.1.7 Section 1445. Seller is not a "foreign person" as defined by the Internal Revenue Code (the "**Code**"), Section 1445, and Seller will execute and deliver to Buyer at Closing an affidavit or certification in compliance with Code Section 1445.
- 10.1.8 Patriot Act/Executive Order 13224. Seller is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 (as defined below) and the Patriot Act (as defined below). Seller (i) is not (a) a Blocked Person (as defined below), or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224.

As used herein, (i) "**Blocked Person**" is defined as any individuals or entities which (a) are owned or controlled by, or acting on behalf of, the governments of countries currently listed under section 6(j) of the Export Administration Act as supporting international terrorism, or (b) are owned or controlled by, are acting on behalf of, or are associated with international terrorism, as indicated by their listing on the Treasury Department's Specially Designated Nationals and Blocked Persons, as updated from time to time; (ii) "Executive Order 13224" is defined as Executive Order Number 13224, "Blocking Property Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism," 66 Fed. Reg. 49079 (Sept. 23, 2001); and (iii) "Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272.

- 10.1.9 References herein to "Seller's knowledge" shall refer only to the actual knowledge of a Designated Party (as hereinafter defined) of Seller and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller, or any of Seller's affiliates, or any other officer, director, manager, member, employee, agent or representative of Seller or any affiliate of Seller, or to impose upon such Designated Party any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. .

As used herein, a “Designated Party” means any of Christopher Sintros, (Treasurer of Seller, and President and CEO of Seller’s sole member); Christine Battisti Keane (Executive Director of Leland Home); and Marcia Maclary (Director of Seller, and of Seller’s sole member).

Seller shall indemnify and defend Buyer against and hold Buyer harmless from any and all claims related to losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees) arising out of any breach by Seller of its representations and warranties set forth herein or in any document, instrument or agreement delivered by the Seller at Closing (“Claims”). The representations and warranties of the Seller contained herein shall survive the Closing and delivery of the Deed for the last to occur of (i) the expiration of a period of six (6) months, and (ii) the payment of the Seller Note, and with respect to any written claim made and delivered by Seller to Buyer within either such applicable period until final un-appealable adjudication or settlement thereof., and with respect to any written Claim made within such period, until final un-appealable adjudication or settlement thereof. Any Claim must be delivered to Seller on or before that date which is six months after the Closing Date, time being of the essence, and if Seller fails to deliver any such Claim in a timely manner, then such failure shall be deemed to be a full, complete and irrevocable waiver and release by Buyer of any right to assert any claim in respect to any matter covered by this Section 10. No such notice of Claim shall be effective unless such notice identifies such Claim with reasonable specificity or sets forth the primary facts, circumstances, conditions or events then known to Buyer which gave rise to such Claim. Notwithstanding anything herein to the contrary, Seller shall in no event have any liability for any Claim (i) unless and until the aggregate amount of all such Claims exceeds \$50,000.00 and then only to the extent such aggregate amount exceeds \$50,000.00, or (ii) for any amounts in excess of \$150,000.00 in the aggregate.

10.2 To the extent that, prior to the expiration of the Due Diligence Period, Buyer obtains actual knowledge or is deemed to know that the representations and warranties of the Seller made herein are inaccurate, untrue or incorrect in any way when made, such representations and warranties shall be deemed modified to reflect such actual or deemed knowledge as of the expiration of the Due Diligence Period. For purposes herein, Buyer shall be “deemed to know” anything reflected in the Property Information or in any documents delivered to Buyer with respect to the Property. If after the expiration of the Due Diligence Period but prior to Closing, Buyer first obtains actual knowledge that any of the representations or warranties made herein by Seller are inaccurate, untrue or incorrect in any material respect, then Buyer shall elect either to (a) waive such misrepresentations or breaches of representations and warranties and consummate the transaction contemplated hereby without any reduction of or credit against the Purchase Price, in which case Seller’s representations and warranties shall be deemed to be revised to reflect such information, or (b) to terminate this Agreement by notice to Seller given within five (5) business days after Buyer’s discovery of such matters, unless such matter is reasonably susceptible of being remedied and Seller has notified Buyer within such five (5) day period that Seller is willing to remedy such matter (in which case such remedy shall be a condition to Buyer’s obligations hereunder).

10.3 There shall be no personal liability on the part of (i) Seller’s affiliates, and (ii) any officer, director, manager, member, partner, beneficial owner, officer, employee or agent of Seller or Seller’s affiliates arising out of any representations or warranties made herein or otherwise. If,

after the date hereof and prior to the Closing, either party obtains knowledge that any of the representations or warranties made herein by the other are untrue, inaccurate or incorrect in any material respect, such party shall give the other party written notice thereof within five (5) business days of obtaining such knowledge and the party so notified shall have the opportunity to cure such matter prior to the Closing.

ARTICLE 11. Seller's Covenants Prior to Closing.

Between the date hereof and the Closing:

11.1 Operation of Premises. Subject to the provisions of ARTICLE 11 hereof, Seller shall operate the Premises or cause the Premises to be operated consistent with its operation as of the date of this Agreement, including, without limitation, maintaining Seller's existing insurance coverage with respect to the Property; provided, however, that Seller shall not be obligated to make any capital improvements, capital repair or capital replacements prior to Closing.

11.2 Operating Contracts. Seller shall not, without the prior written consent of Buyer, enter into any contract other than leases as aforesaid which could bind Buyer or the Property after the Closing. Any Operating Contract designated by Buyer by written notice to Seller not less than thirty (30) days prior to Closing shall be terminated by Seller by written notice at or prior to the Closing Date.

ARTICLE 12. Apportionment of Taxes and Other Charges.

12.1 Prorations. All normal and customarily prorable items, including without limitation, real estate and personal property taxes and assessments, utility bills (except as hereinafter provided), collected rents and other income, and Operating Contract payments (under Operating Contracts assumed by Buyer), shall be prorated as of the Closing Date, Seller being charged and credited for all of the same relating to the period up to the Closing Date and Buyer being charged and credited for all of the same relating to the period on and after the Closing Date. If the amount of any such item is not known at the time of the delivery of the Deed, such item shall be apportioned on the basis of the comparable period of the prior year with a reapportionment within ninety (90) days of the Closing Date or as soon thereafter as the amount of the item is actually determined. All street, drainage, betterment and like assessments (or portions thereof) assessed against the Premises prior to Closing relating to periods prior to Closing, shall be paid by Seller at Closing. With respect to tax and operating expense charges to tenants, Buyer shall submit to Seller the year end calculations of readjustments prior to submitting the same to tenant. The calculations shall be subject to Seller's approval which shall not be unreasonably withheld or delayed.

12.2 Utilities. Final readings and final billings for utilities will be made if possible as of the Closing Date, in which event no proration shall be made at the Closing with respect to utility bills. Otherwise a proration shall be made based upon the parties' reasonable good faith estimate and a readjustment made within thirty (30) days after Closing or such later date as shall be necessary so that such readjustment may be based upon actual bills for such utilities. Seller shall be entitled to receive a return of all deposits presently in effect with the utility providers, and Buyer shall be obligated to make its own arrangements for deposits with the utility providers.

12.3 Survival. The provisions of this ARTICLE 12 shall survive the Closing and the delivery of the Deed for a period of twelve (12) months, and in the event of any error in performing the pro-rations contemplated by this Agreement or if information becomes available subsequent to the Closing indicating that the pro-rations performed at Closing were not accurate the parties hereto shall be obligated promptly to re-prorate the closing adjustments to correct such errors and to reflect such new information. A detailed statement shall be prepared at the Closing setting forth the manner of computation of the aforesaid pro ration adjustments.

ARTICLE 13. Closing Costs.

Except as hereinafter specifically provided, Seller and Buyer shall allocate all closing costs between them in accordance with standard practice in Boston, Massachusetts. Each of Seller and Buyer shall be responsible for preparing such documents as it is obligated to deliver pursuant to ARTICLE 4 hereof and for its own legal expenses. Seller and Buyer agree to allocate closing costs as follows:

13.1 Transfer taxes, deed taxes, gains taxes or the like shall be paid by Seller.

13.2 Buyer's Title Policy expenses and premiums shall be paid by Buyer.

13.3 Survey expenses shall be paid by Buyer.

13.4 The cost of preparation and recordation of any releases and termination statements required to clear title to the Property shall be paid by Seller.

13.5 The cost of recordation of the Deed and Mortgage shall be paid by Buyer.

ARTICLE 14. Broker.

14.1 Each party represents hereby to the other that it dealt with no broker in the consummation of this Agreement and each party shall indemnify and save the other harmless from and against any claim, loss, cost, damage, liabilities and expense (including, without limitation, reasonable counsel fees and court costs) arising from the breach of such representation by the indemnifying party.

14.2 The provisions of this ARTICLE 14 shall survive Closing and the delivery of the Deed or the termination of this Agreement.

ARTICLE 15. Representations and Warranties of Buyer.

In order to induce Seller to enter into this Agreement and to consummate the sale of the Property, Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

15.1 Buyer is, and on the Closing Date shall be, a nonprofit corporation duly and validly organized and existing and governed by the laws of the Commonwealth of Massachusetts. This Agreement and all documents executed by Buyer that are to be delivered to Seller at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and all

consents required under Buyer's organizational documents or by law will have been obtained. All necessary third-party consents and approvals to the transactions contemplated hereby have been obtained. This Agreement and such documents are, or at the Closing will be, legal, valid, and binding obligations of Buyer enforceable in accordance with their terms, and do not, and, at the time of Closing will not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which it is subject.

15.2 There are no proceedings pending or, to Buyer's knowledge, threatened against it in any court or before any governmental authority or any tribunal which, if adversely determined, would have a material adverse effect on its ability to purchase the Property or to carry out its obligations under this Agreement.

15.3 Buyer represents, warrants and covenants that (i) Buyer is not an "employee benefit plan" as defined in Section 3(3) of ERISA which is subject to Title I of ERISA or a "governmental plan" within the meaning of Section 3(32) of ERISA; and (ii) Buyer is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans.

15.4 Buyer is not in violation of any legal requirements, now or hereafter in effect, relating to money laundering, anti-terrorism, trade embargoes and economic sanctions, including, without limitation, Executive Order 13224 and the Patriot Act. Buyer (i) is not (a) a Blocked Person or (b) owned, in whole or in part, directly or indirectly, by any Blocked Person; and (ii) does not (a) conduct any business or engage in any transaction or dealing with a Blocked Person or (b) deal in, or otherwise engage in, any transaction or dealing relating to any property, or interests in property, blocked pursuant to Executive Order 13224.

15.5 Buyer shall indemnify and defend Seller against and hold Seller harmless from any and all reasonable losses, costs, damages, liabilities and expenses (including, without limitation, reasonable counsel fees) arising out of any material breach by Buyer of its representations and warranties hereunder.

15.6 The representations, warranties and indemnifications of Buyer contained herein and in any document executed by Buyer in connection herewith shall survive the Closing and delivery of the Deed until the last to occur of (i) the expiration of a period of six (6) months, and (ii) the payment of the Seller Note, and with respect to any written claim made and delivered by Seller to Buyer within either such applicable period until final un-appealable adjudication or settlement thereof. Any claim must be delivered to Buyer on or before that date which is within the applicable survival period, time being of the essence.

ARTICLE 16. Further Assurances.

16.1 Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability.

16.2 The provisions of this ARTICLE 16 shall survive the Closing and delivery of the Deed.

ARTICLE 17. [Reserved]

ARTICLE 18. Notices.

Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day deliver, (iii) upon email transmission (provided that the sender has received a confirmation of delivery), or (iv) three business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

To Seller: The Leland Home
 c/o Deaconess Abundant Life Communities
 80 Deaconess Road
 Concord, MA 01970
 Attn: Christopher Sintros, CEO
 Phone: (978) 402-8201
 Email: csintros@nedeaconess.org

With a copy to: Nixon Peabody LLP
 53 State Street
 Boston, MA 02109
 Attn: Allen A. Lynch, II, Esq.
 Phone: (617) 345-1235
 Email: alynch@nixonpeabody.com

To Buyer: 2Life Development Inc.,
 c/o 2Life Communities Inc.
 30 Wallingford Road
 Brighton, MA 02135
 Attn: General Counsel
 Phone: (617) 208-1630
 Email: hkorman@2lifecommunities.org

With a copy to: Klein Hornig LLP
 101 Arch St. Suite 1101
 Boston, MA 02110
 Attn: Teresa M. Santalucia, Esq.
 Phone: (617) 224-0621
 Email: tsantalucia@kleinhornig.com

or such other address as either party may from time to time specify in writing to the other. Any notice, consent, or approval or hereunder may be given on behalf of a party by its attorney in accordance with the terms of this ARTICLE 18.

ARTICLE 19. Miscellaneous.

19.1 Assignment by Purchaser; Successors and Assigns. Without the prior written consent of Seller, which consent may be given or withheld by Seller, with or without conditions, in Seller's sole and absolute discretion, Buyer shall not, directly or indirectly, (i) assign this Agreement or any of its rights hereunder, or (ii) transfer, directly or indirectly, the controlling interest in Buyer or any majority of stock, partnership, membership or other ownership interest in Buyer. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to any entity which is wholly owned and controlled by Buyer or Buyer's principal(s); provided that Buyer gives Seller written notice of such assignment at least five (5) business days prior to Closing and such entity assumes the obligations of Buyer hereunder in writing. Such notice shall include an organization chart depicting that the assignee is wholly owned and controlled by Buyer or Buyer's principal(s). No such assignment shall release Buyer from its obligations hereunder. Subject to the terms of this paragraph, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

19.2 Seller Occupancy. The Seller shall have the right, but not the obligation, to continue to occupy the Property consistent with its current uses after the Closing Date until the earlier of (a) ten (10) business days after the recording of the Comprehensive Permit with the Registry or (b) Buyer's sale of the Property pursuant to Section 2.2 hereof (the "**Seller Occupancy**"), the specific terms of which Seller Occupancy shall be set forth in a separate agreement between the Seller and Buyer. During any period of Seller Occupancy, the Seller shall not be required to pay rent to the Buyer, but Seller shall be responsible for payment of all expenses related to the operation and occupancy of the Property. For the avoidance of doubt, the Seller shall have no right to occupy the Property after the earlier of ten (10) business days after the recording of the Comprehensive Permit with the Registry or Buyer's sale of the Property.

19.3 Entire Agreement; Amendment. The parties understand and agree that their entire agreement is contained herein and that no warranties, guarantees, statements, or representations shall be valid or binding on a party unless set forth in this Agreement. It is further understood and agreed that all prior understandings and agreements heretofore had between the parties are merged in this Agreement which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not explicitly set forth in this Agreement. This Agreement may be changed, modified, altered or terminated only by a written agreement signed by Buyer and Seller.

19.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of choice of law or conflicts of law. For purposes of any suit, action or proceeding involving this Agreement, Buyer and Seller hereby expressly submit to the jurisdiction of all federal and state courts sitting in the Commonwealth of Massachusetts and consent that any order, process, notice of motion or application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for

appearance is allowed, and the parties agree that such courts shall have exclusive jurisdiction over any such suit, action or proceeding commenced by either or both of said parties. In furtherance of such agreement, the parties agree upon the request of the other to discontinue (or agree to the discontinuance of) any such suit, action or proceeding pending in any other jurisdiction. Each party hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in the Commonwealth of Massachusetts, and hereby further irrevocably waives any claim that such suit, action or proceeding brought in any such court has been brought in an inconvenient form.

19.5 Waiver of Trial by Jury. In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Buyer and Seller hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Agreement or which in any way relates, directly or indirectly, to this Agreement or any event, transaction, or occurrence arising out of or in any way connected with this Agreement or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, EXPRESSLY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.

19.6 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

19.7 Time of the Essence; Time Periods. Time is of the essence of this Agreement. Any reference in this Agreement to the time for the performance of obligations or elapsed time shall mean consecutive calendar or business days, months, or years, as applicable. As used in this Agreement, the term "business day" shall mean any day other than a Saturday, Sunday, recognized federal holiday or a recognized state holiday in the Commonwealth of Massachusetts. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

19.8 Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any relevant jurisdiction), the remaining terms, provisions, covenants, and conditions of this Agreement, modified by the deletion of the unenforceable, invalid or illegal portion (in any relevant jurisdiction), will continue in full force and effect, and such unenforceability, invalidity, or illegality will not otherwise affect the enforceability, validity or legality of the remaining terms, provisions, covenants and conditions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the deletion of such portion of this Agreement will not substantially impair the respective expectations of the parties or the practical realization of the benefits that would otherwise be enforced upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision.

19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

19.10 Construction of Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

19.11 No Personal Liability. Buyer acknowledges and agrees that no affiliate of Seller, and no general or limited partner, officer, director, equity owner, employee, agent, member, manager, representative of Seller or an affiliate of Seller (or any partner, member or manager of such a partner, member or manager) shall ever have any personal liability under this Agreement. Seller acknowledges and agrees that no general or limited partner, officer, director, member, manager, equity owner, employee or representative of Buyer (or any partner, member or manager of such a partner, member or manager) shall ever have any personal liability under this Agreement.

19.12 Merger. Except as otherwise specifically provided herein or in any closing document, the acceptance of the deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained.

19.13 No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

19.14 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

19.15 Recording. It is agreed hereby that neither this Agreement nor any notice or memorandum hereof shall be recorded or filed with the Middlesex County South Registry of Deeds or with any other governmental body.

19.16 No Offer. The submission of this Agreement for review and execution shall not be deemed an offer by Seller to sell the Property nor a reservation or option for the Property on behalf of the Buyer. This Agreement shall become effective and binding only upon the execution and delivery hereof by both the Buyer and the Seller.

19.17 IRS Real Estate Sales Reporting. Buyer, Seller and Escrow Agent hereby agree that Escrow Agent shall act as “the person responsible for closing” the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including IRS Form 1099S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

19.18 Attorneys’ Fees. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys’ fees and expenses, whether at the investigative, pretrial, trial or

appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

19.19 Recitals. Buyer and Seller agree that the Recitals are true and correct, and are hereby incorporated into this Agreement.

19.20 Arms-Length; Construction of Ambiguities. Buyer and Seller acknowledge and agree that (i) the transactions contemplated by this Agreement have been negotiated at arms-length and, in their respective reasonable judgment, represent the fair market value for the Property with respect to the intended Project (taking into account unique factors related to the sale of the Property including the scheduling of the Closing Date in 2021 and the desire of Seller and Buyer to facilitate the future use of the Property consistent with Buyer and Seller's charitable purposes); (ii) each of them has been represented by counsel of their choice in the negotiation of this Agreement and the documents to be delivered under this Agreement (collectively, the "**Transaction Documents**"); and (iii) the terms of the Transaction Documents are the product of such negotiations. Accordingly, the parties agree that the Transaction Documents shall be construed without regard to any rule or presumption requiring construction against the party causing same to be drafted.

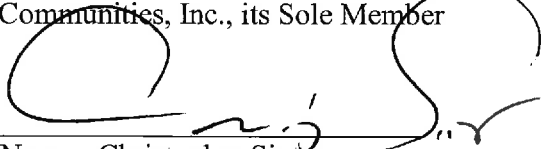
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as an instrument under seal as of the day and date first written above.

SELLER:

THE LELAND HOME,
a Massachusetts nonprofit corporation

By: ~~New England Deaconess Association~~ Abundant
Life Communities, Inc., its Sole Member

By: 
Name: Christopher Sintros
Title: President

BUYER:

2LIFE DEVELOPMENT INC.,
a Massachusetts nonprofit corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as an instrument under seal as of the day and date first written above.

SELLER:

THE LELAND HOME,
a Massachusetts nonprofit corporation

By: New England Deaconess Association-Abundant
Life Communities, Inc., its Sole Member

By: _____
Name: Christopher Sintros
Title: President

BUYER:

2LIFE DEVELOPMENT INC.,
a Massachusetts nonprofit corporation


By:  _____
Name: Elizabeth Heyens
Title: Authorized Agent

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Parcel One

A certain parcel of land with improvements thereon situate in Waltham and bounded and described as follows, to wit:

Beginning at the northeasterly corner of the granted premises at a point in the westerly line of Newton Street at land of H. Adelaide Hovey; thence running southerly along the westerly line of Newton Street one hundred and seventy and five tenths ($170 \frac{5}{10}$) feet to land formerly of Martha M. Walcott; thence turning and running westerly bounding southerly on said land formerly of Martha M. Walcott and on land of Clara L. Hodgdon and land of Lawrence Ward two hundred and seventy three and sixty-nine one hundredths ($273 \frac{69}{100}$) feet to Heard Street, formerly called Church Avenue, thence running northerly along the easterly line of said Heard Street one hundred and one (101) feet to land of the City of Waltham used now for school purposes, thence turning and running easterly bounding northerly on said land of the City of Waltham eighty-eight and thirty one hundredths ($88 \frac{30}{100}$) feet to a corner, thence turning and running northerly and bounding westerly on said land of said City sixty-four and seventy five one hundredths ($64 \frac{75}{100}$) feet to a corner and land of Annie M. and Catherine Healey thence turning and running easterly bounding northerly by land of said Healeys, land of George A. Stearns and land of H. Adelaide Hovey one hundred seventy nine and $\frac{34}{100}$ ($179 \frac{34}{100}$) feet to the point of beginning, be the said distances more or less.

Parcel Two

The land in Waltham with the buildings thereon bounded and described as follows:
Beginning at the southeasterly corner of the granted premises at a point in the westerly line of Newton Street distant one hundred forty-two and $\frac{39}{100}$ (142.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south $79^{\circ} 46' 20''$ west seventy-five and $\frac{3}{100}$ (75.03) feet;

Thence north $55^{\circ} 13' 40''$ west seven and $\frac{7}{100}$ (7.07) feet;

Thence south $79^{\circ} 46' 20''$ west, sixty-nine and $\frac{91}{100}$ (69.91) feet to land of the Roman Catholic Archbishop of Boston;

Thence north $10^{\circ} 57' 30''$ west bounding westerly on said land of the Roman Catholic Archbishop of Boston forty-five (45) feet to land of the Leland Home for Aged Women;

Thence north $79^{\circ} 46' 20''$ east, bounded northerly by said land of the Leland Home one hundred forty-nine and $\frac{90}{100}$ (149.90) feet to said westerly line of Newton Street;

Thence south 10° 55' 40" east along said westerly line of Newton Street fifty (50) feet to the point of beginning.

Containing 7131.8 square feet.

Together with a right of way over a strip of land adjoining the above-described parcel on a part of the southerly boundary to be forever kept open for the use in common of the parties described in the said deed of Mary O'Riley and described as follows to wit: beginning at a point on said westerly line of Newton Street distant one hundred thirty and 39/100 (130.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west, eighty and 15/100 (80.15) feet; thence north 55° 13' 40" west twenty-four and 4/100 (24.04) feet to a point of intersection with the southerly boundary of the first described parcel; thence easterly along said southerly boundary to Newton Street; thence southerly along the westerly line of Newton Street twelve feet to the point of beginning.

Parcel Three

The land in said Waltham with the buildings thereon bounded and described as follows:

Easterly by Newton Street, seventy-two and 6/10 (72.6) feet;

Northerly by land of the grantee, seventy-five and 3/100 (75.03) feet;

Northeasterly by the same, seven and 7/100 (7.07) feet;

Northerly again by the same, sixty-nine and 91/100 (69.91) feet;

Westerly by land now or formerly of the Roman Catholic Archbishop of Boston, seventy-six and 6/10 (76.6) feet, and

Southerly by land now or late of Crosby and land of the grantee, one hundred forty-seven and 4/10 (147.4) feet.

EXHIBIT A-1

Zoom to a town

HEARD STREET, WALTHAM



4

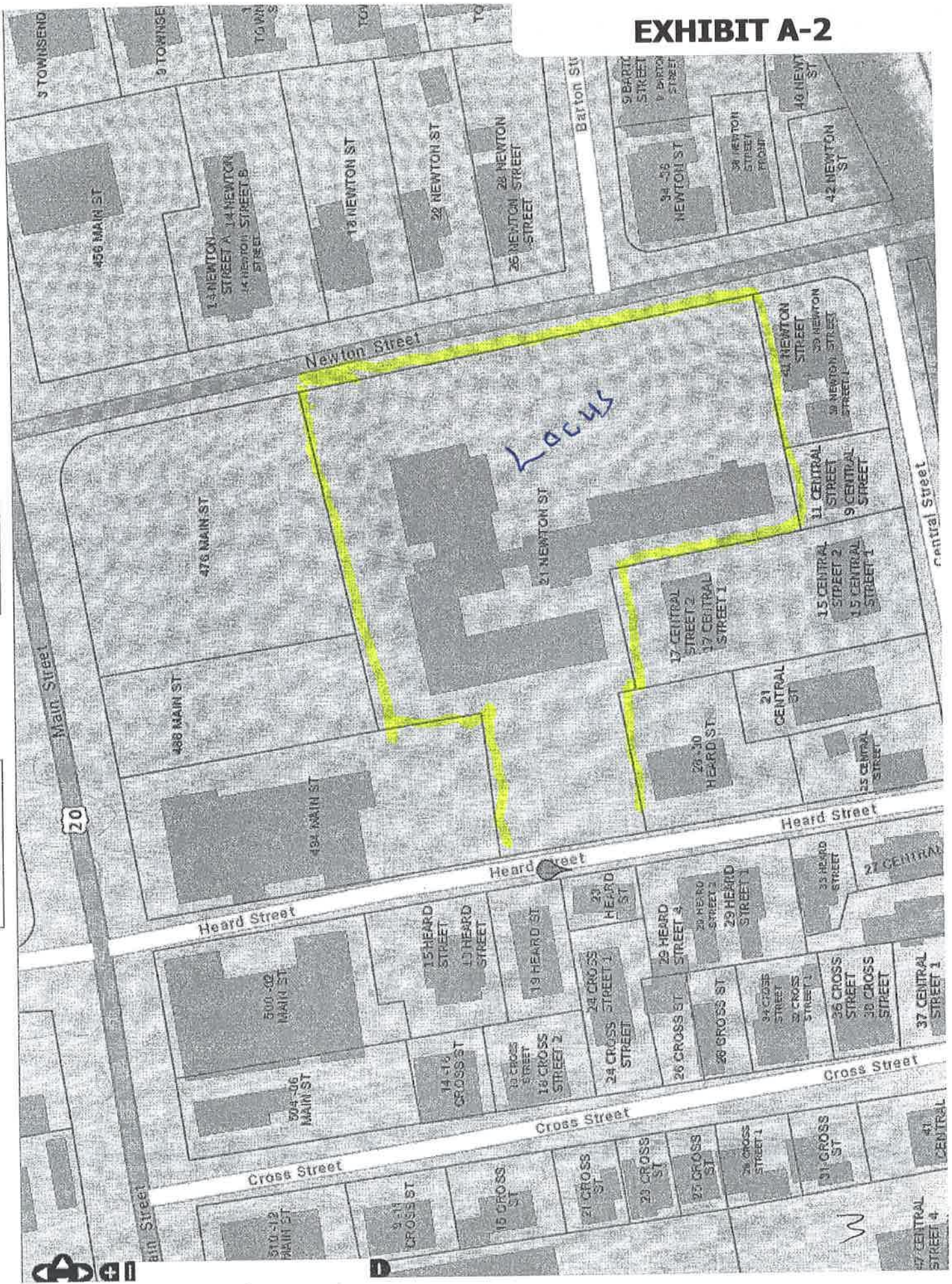
47 CENTRAL STREET 4

EXHIBIT A-2

OLIVER, MISSOURI'S ONLINE MAPPING TOOL

HEARD SDTREET, WALTHAM

Zoom to a town





usemap="#bannermap">



Identify / Pan Get Link ? Help

(Help.aspx?application=Parcel Viewer&functiontabs=search,selection,legend,location,markup,share)

EXHIBIT A-3

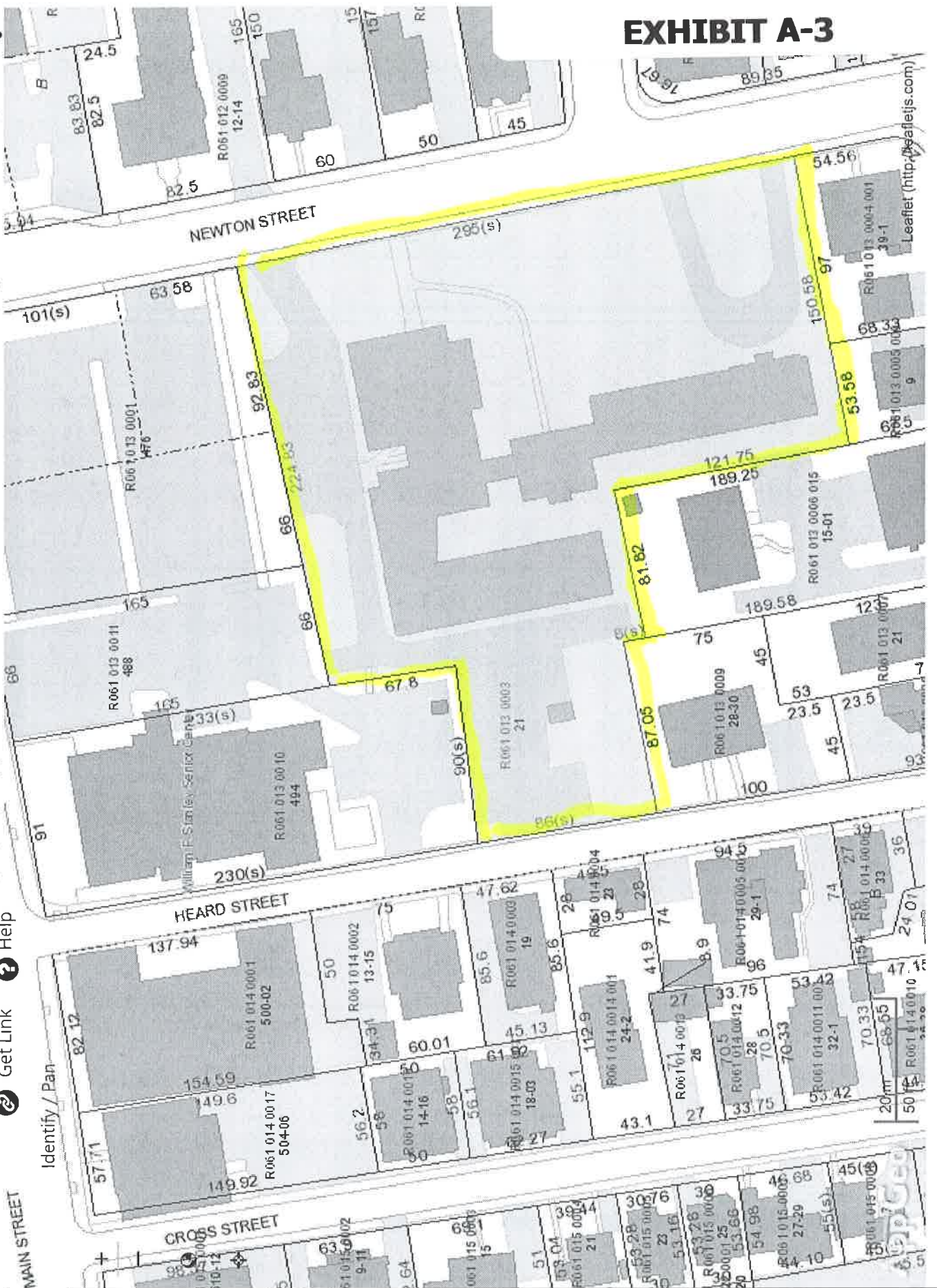


EXHIBIT B
FORM OF DEED

QUITCLAIM DEED

THE LELAND HOME, a Massachusetts nonprofit corporation with an address of 21 Newton Street, Waltham, Massachusetts 02453 (“**Grantor**”), for consideration paid and full consideration of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 0/100 DOLLARS (\$1,250,000.00) grants to 2LIFE DEVELOPMENT INC., a Massachusetts nonprofit corporation with an address of 30 Wallingford Road, Brighton, Massachusetts 02135, with QUITCLAIM COVENANTS , the land, together with any improvements thereon, located in Waltham, Middlesex County, Massachusetts, as more particularly described in EXHIBIT A attached hereto and made a part hereof.

The conveyance is made together with and subject to all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the property hereby conveyed.

The premises do not constitute all or substantially all of the Grantor’s property in the Commonwealth of Massachusetts.

For Grantor’s title, see Deed of [_____], dated [_____] recorded with the Middlesex County South Registry of Deeds in [_____].

[Balance of page intentionally left blank]

Witness our hand and seal as of the ___th day of _____, 20__.

THE LELAND HOME,
a Massachusetts nonprofit corporation

By: New England Deaconess Association-Abundant
Life Communities, Inc., its Sole Member

By: _____
Name: Christopher Sintros
Title: President

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ___ day of _____, 202_, before me, the undersigned notary public,
personally appeared provided 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) (she) signed it voluntarily for its stated purpose as _____ of The Leland Home
as the voluntary act of The Leland Home.

(official signature and seal of notary)
My commission expires:

EXHIBIT C

FORM OF BILL OF SALE

BILL OF SALE

KNOW ALL BY THESE PRESENTS, that THE LELAND HOME, a Massachusetts nonprofit corporation with an address of 21 Newton Street, Waltham, Massachusetts 02453 (“**Seller**”), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, grant, transfer, assign, and convey to 2LIFE DEVELOPMENT INC., a Massachusetts nonprofit corporation with an address of 30 Wallingford Road, Brighton, Massachusetts 02135 (“**Buyer**”), its successors and assigns, for its and their own use and benefit, forever, any and all personal property (whether tangible, intangible or otherwise) owned by Seller and now at, in or upon or used in connection with the premises known as 21 Newton Street, Waltham, Massachusetts, and more particularly described in EXHIBIT A attached hereto and incorporated herein by reference (the “**Premises**”), including, without limitation, all furniture, fixtures, equipment, machines, apparatus, appliances, supplies and personal property of every nature and description of all replacements thereof, as is, where is, and without warranty of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. Notwithstanding the foregoing, to the Seller’s knowledge, as that phrase is defined in Section 10.3 of the Purchase and Sale Agreement between Buyer and Seller (the “**Agreement**”) and subject to the limitations on the liability of Seller set forth in Section 0 of the Agreement, Seller has not transferred any interest in any such personal property or granted any liens or encumbrances with respect to any such personal property.

[signature page follows]

In Witness Whereof, Seller has executed this bill of sale, under seal, as of the ____ day of _____, 20__.

THE LELAND HOME,
a Massachusetts nonprofit corporation

By: New England Deaconess Association-Abundant
Life Communities, Inc., its Sole Member

By: _____
Name: Christopher Sintros
Title: President

EXHIBIT A TO BILL OF SALE

DESCRIPTION OF PREMISES

EXHIBIT D

FORM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT
RE: CONTRACTS AND INTANGIBLES

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of this ____ day of _____, 20__, by and between THE LELAND HOME, a Massachusetts nonprofit corporation with an address of 21 Newton Street, Waltham, MA 02453 (“**Assignor**”) and 2LIFE DEVELOPMENT INC., a Massachusetts nonprofit corporation with an address of 30 Wallingford Road, Boston, MA 02135 (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignee has this date purchased from Assignor certain real property (the “**Premises**”), known as 21 Newton Street, Waltham, Massachusetts all more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, under the terms and conditions of the Purchase and Sale Contract pursuant to which the Premises were purchased (the “**Contract**”), it was contemplated that Assignor and Assignee would enter into this Assignment;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor, if any, in and to the following described property:

(a) all those certain management, service, supply and maintenance agreements, equipment leases and other contracts with respect to or affecting the Premises which Buyer has elected to assume per the Purchase and Sale Contract for the Premises, all as specifically listed on Schedule “**Contracts**” attached hereto and made a part hereof (collectively, the “**Contracts**”);

(b) any intangible and other property now or hereafter owned by Seller and currently used in the ownership or operation of the Premises including, without limitation, all plans and specifications, surveys, operating manuals and other similar items with respect to the management, leasing, ownership, maintenance, use, occupancy and operation of the Premises, and any and all assignable permits, licenses, governmental approvals, certificates of occupancy, guaranties, warranties or other rights and approvals relating to the ownership, use or operation of the Premises (collectively, the “**Intangibles**”);

TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained herein.

2. Assignee hereby accepts the foregoing assignment of the Contracts and the Intangibles and does hereby covenant that with respect thereto:

(a) Assignee shall indemnify and defend Assignor against, and hold Assignor harmless from, any and all claims, liabilities and costs arising out of or relating to Assignee’s failure to

perform any duty or obligation of Assignee under the Contracts and the Intangibles attributable to the acts or omissions of Assignee and arising with respect to the period after the date hereof.

(b) Assignee hereby assumes all the duties and obligations of Assignor accruing with respect to the period from and after the date hereof under the Contracts and the Intangibles.

3. This Agreement and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Purchase and Sale Contract, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and may not be modified or amended except by written agreement signed by both parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this agreement under seal on the day and year first above written.

ASSIGNOR:

THE LELAND HOME,
a Massachusetts nonprofit corporation

By: New England Deaconess Association-Abundant
Life Communities, Inc., its Sole Member

By: _____
Name: Christopher Sintros
Title: President

ASSIGNEE:

2LIFE DEVELOPMENT INC., a Massachusetts
nonprofit corporation

By: _____
Name:
Title:

EXHIBIT A

TO

ASSIGNMENT AND ASSUMPTION AGREEMENT RE: CONTRACTS AND
INTANGIBLES

DESCRIPTION OF PREMISES

SCHEDULE "CONTRACTS"

TO

ASSIGNMENT AND ASSUMPTION AGREEMENT RE: CONTRACTS AND
INTANGIBLES

EXHIBIT E
FORM OF
CERTIFICATION OF NON-FOREIGN STATUS ENTITY TRANSFEROR

CERTIFICATION OF NON-FOREIGN STATUS ENTITY TRANSFEROR

Section 1445 of the Internal Revenue Code provides that a transferee (or buyer) of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by The Leland Home (“**Transferor**”), the undersigned being duly authorized hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. Transferor’s U.S. employer identification number is «Seller_Tx_ID ; and
4. Transferor’s office address is 21 Newton Street, Wellesley, MA 02453.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, the undersigned declares that he/she has examined this certification, and to the best of his/her knowledge and belief it is true, correct, and complete.

THE LELAND HOME,
a Massachusetts nonprofit corporation

By: New England Deaconess Association-Abundant
Life Communities, Inc., its Sole Member

By: _____
Name: Christopher Sintros
Title: President

EXHIBIT F
OPERATING CONTRACTS

1. Contract with ADT.
2. Contract with Matrixcare.

EXHIBIT G
ENVIRONMENTAL REPORTS

NONE.

EXHIBIT H
FORM OF SELLER NOTE

PROMISSORY NOTE

Up to \$250,000.00

[December __, 2021]

For value received, 2LIFE DEVELOPMENT INC., a Massachusetts nonprofit corporation having an address c/o 2Life Communities Inc., 30 Wallingford Road, Brighton, MA 02135 (“**Borrower**”), promises to pay to THE LELAND HOME, a Massachusetts nonprofit corporation having an address of 21 Newton Street, Waltham, MA 02453 (“**Lender**”), the sum of up to TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00).

1. Interest; Maturity. This Promissory Note (the “**Note**”) shall bear no interest. All principal on this Note shall be due and payable upon the earlier of (i) the date on which Lender receives the Comprehensive Permit Payment (as defined in that certain Purchase and Sale Agreement by and between the Lender and Borrower dated as of August [__], 2021 (the “**PSA**”)), and (ii) the date of the Borrower’s sale or lease of the Property as described in Section 2.4 of the PSA, and, if applicable, Lender’s receipt of the Additional Transaction Proceeds (as defined in the PSA).

2. This Note represents a portion of the purchase price for Borrower’s purchase of the Property (as defined in the PSA) from Lender.

3. Prepayment. Borrower may prepay the outstanding principal balance of this Note, in whole or in part, at any time without penalty or premium.

4. Event of Default. It shall be an event of default under this Note if (i) this Note is not paid in full on the date on which Lender receives the Comprehensive Permit Payment, (ii) the amount due to Lender as a result of the sale or lease of the Property (as described in Section 2.4 of the PSA) is not paid to Lender on the date of the Borrower’s sale or lease, as applicable, of the Property, or (iii) if applicable, the Additional Transaction Proceeds are not paid to Lender on the date of the Borrower’s sale or lease of the Property.

5. Collection Costs. Borrower agrees to pay all expenses, including reasonable attorneys’ fees, which Lender may incur in collecting this Note upon an Event of Default.

6. Waivers. Borrower hereby waives presentment, demand, notice of dishonor, protest, and all other demands and notices in connection with delivery, acceptance, performance, guaranty, default, or endorsement of this Note, and all suretyship defenses generally. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right of Lender.

6. Address for Payment; Governing Law. All payments due hereunder shall be made at the address of Lender stated above or at such other place as Lender may designate from time to time in writing. This Note shall be governed by the laws of the Commonwealth of Massachusetts.

7. Notices. Any and all written notices required herein shall be deemed properly given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day deliver, (iii) upon email transmission (provided that the sender has received a confirmation of delivery), or (iv) three business days

after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as or delivered to the address set forth above. Either party may change its address for receipt of notice by giving written notice as set forth above.

8. Amendments. This Note may be changed or amended only by an agreement in writing signed by both Lender and Borrower.

[signature page follows]

Executed on the day and year first above written.

2LIFE DEVELOPMENT INC.

By: _____
Name:
Title:

WITNESS:

EXHIBIT I
FORM OF SELLER MORTGAGE

MORTGAGE AND SECURITY AGREEMENT

2LIFE DEVELOPMENT INC., a Massachusetts nonprofit corporation having an address c/o 2Life Communities Inc., 30 Wallingford Road, Brighton, MA 02135 (“**Borrower**”), FOR CONSIDERATION PAID, hereby GRANTS to THE LELAND HOME, a Massachusetts nonprofit corporation having an address of 21 Newton Street, Waltham, MA 02453 (“**Lender**”), with MORTGAGE COVENANTS, to secure the payment of up to TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00), and to secure the performance of all covenants and agreements herein and in Borrower’s Promissory Note to Lender of even date (the “**Note**”), and to secure the payment of or performance of all other debts, covenants and agreements of or by Borrower to or for the benefit of Lender now existing or hereafter accruing while this Mortgage and Security Agreement (this “**Mortgage**”) is still undischarged of record, its interest in certain land at 21 Newton Street, Waltham, Middlesex County, Massachusetts, described more particularly on Exhibit A hereto (the “**Premises**”).

Borrower covenants and agrees with Lender as follows:

(1) Note. Borrower will perform all of the covenants and agreements contained in the Note.

(2) Default; Statutory Condition; Power of Sale. This Mortgage is upon the STATUTORY CONDITION. For any breach of STATUTORY CONDITION, or of any other covenants or conditions of this Mortgage or of the Note, continuing for thirty (30) days after written notice to Borrower, Lender at its option may then or at any time thereafter accelerate the indebtedness hereby secured and shall have the STATUTORY POWER OF SALE, and, as to the fixtures and personal property, all rights and remedies conferred by the Uniform Commercial Code then in effect in Massachusetts.

(3) Notices. Any and all written notices required herein shall be deemed properly given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day deliver, (iii) upon email transmission (provided that the sender has received a confirmation of delivery), or (iv) three business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as or delivered to the address set forth above. Either party may change its address for receipt of notice by giving written notice as set forth above.

[signature page follows]

This Mortgage is executed under seal as of the ____ day of [December], 2021.

2LIFE DEVELOPMENT INC.

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of December, 2021, before me, the undersigned notary public, _____, the _____ of 2Life Development Inc., personally appeared, proved to me through satisfactory evidence of identification, which was a current driver's license, a current U.S. Passport, my personal knowledge of the identity of the principal, 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, as the free act and deed of 2Life Development Inc.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

SECTION 7

DEPARTMENT OF HOUSING & COMMUNITY
DEVELOPMENT SUBSIDIZED HOUSING INVENTORY

Department of Housing and Community Development
 Chapter 40B Subsidized Housing Inventory (SHI)
 as of December 21, 2020*

Community	2010 Census Year Round Housing Units	Total Development Units	SHI Units	%
Abington	6,364	662	629	9.9%
Acton	8,475	1,440	894	10.5%
Acushnet	4,097	125	95	2.3%
Adams	4,337	324	324	7.5%
Agawam	12,090	618	618	5.1%
Alford	231	0	0	0.0%
Amesbury	7,041	787	706	10.0%
Amherst	9,621	1,262	1,215	12.6%
Andover	12,324	2,195	1,657	13.4%
Aquinnah	158	33	33	20.9%
Arlington	19,881	1,445	1,129	5.7%
Ashburnham	2,272	144	29	1.3%
Ashby	1,150	0	0	0.0%
Ashfield	793	2	2	0.3%
Ashland	6,581	936	415	6.3%
Athol	5,148	284	284	5.5%
Attleboro	17,978	1,169	1,169	6.5%
Auburn	6,808	251	251	3.7%
Avon	1,763	75	75	4.3%
Ayer	3,440	409	254	7.4%
Barnstable	20,550	1,818	1,487	7.2%
Barre	2,164	83	83	3.8%
Becket	838	0	0	0.0%
Bedford	5,322	1,243	987	18.5%
Belchertown	5,771	416	390	6.8%
Bellingham	6,341	983	801	12.6%
Belmont	10,117	673	661	6.5%
Berkley	2,169	158	40	1.8%
Berlin	1,183	308	201	17.0%
Bernardston	930	22	22	2.4%
Beverly	16,522	2,489	1,954	11.8%
Billerica	14,442	1,979	1,664	11.5%
Blackstone	3,606	165	123	3.4%
Blandford	516	0	0	0.0%
Bolton	1,729	180	69	4.0%
Boston	269,482	58,609	55,509	20.6%
Bourne	8,584	1,129	591	6.9%

Boxborough	2,062	323	266	12.9%
Boxford	2,730	80	39	1.4%
Boylston	1,765	30	30	1.7%
Braintree	14,260	1,670	1,373	9.6%
Brewster	4,803	368	268	5.6%
Bridgewater	8,288	1,216	948	11.4%
Brimfield	1,491	59	59	4.0%
Brockton	35,514	4,604	4,604	13.0%
Brookfield	1,452	13	13	0.9%
Brookline	26,201	3,525	2,674	10.2%
Buckland	866	3	3	0.3%
Burlington	9,627	1,858	1,302	13.5%
Cambridge	46,690	7,089	6,898	14.8%
Canton	8,710	1,237	1,099	12.6%
Carlisle	1,740	65	59	3.4%
Carver	4,514	142	142	3.1%
Charlemont	615	3	3	0.5%
Charlton	4,774	83	83	1.7%
Chatham	3,460	182	176	5.1%
Chelmsford	13,741	1,903	1,349	9.8%
Chelsea	12,592	2,419	2,414	19.2%
Cheshire	1,481	0	0	0.0%
Chester	585	3	3	0.5%
Chesterfield	524	14	14	2.7%
Chicopee	25,074	2,662	2,623	10.5%
Chilmark	418	0	0	0.0%
Clarksburg	706	9	9	1.3%
Clinton	6,375	547	547	8.6%
Cohasset	2,898	321	307	10.6%
Colrain	731	0	0	0.0%
Concord	6,852	926	721	10.5%
Conway	803	0	0	0.0%
Cummington	426	14	14	3.3%
Dalton	2,860	159	159	5.6%
Danvers	11,071	1,556	1,140	10.3%
Dartmouth	11,775	1,037	1,007	8.6%
Dedham	10,115	1,166	1,121	11.1%
Deerfield	2,154	33	33	1.5%
Dennis	7,653	422	390	5.1%
Dighton	2,568	427	151	5.9%
Douglas	3,147	140	140	4.4%
Dover	1,950	69	18	0.9%
Dracut	11,318	866	590	5.2%
Dudley	4,360	104	104	2.4%
Dunstable	1,085	0	0	0.0%
Duxbury	5,532	509	432	7.8%
East Bridgewater	4,897	230	176	3.6%

East Brookfield	888	0	0	0.0%
East Longmeadow	6,072	532	464	7.6%
Eastham	2,632	128	119	4.5%
Easthampton	7,567	1,036	537	7.1%
Easton	8,105	1,035	834	10.3%
Edgartown	1,962	78	73	3.7%
Egremont	596	0	0	0.0%
Erving	778	0	0	0.0%
Essex	1,477	40	40	2.7%
Everett	16,691	875	875	5.2%
Fairhaven	7,003	495	495	7.1%
Fall River	42,650	4,631	4,535	10.6%
Falmouth	14,870	1,380	1,070	7.2%
Fitchburg	17,058	1,775	1,581	9.3%
Florida	335	0	0	0.0%
Foxborough	6,853	930	878	12.8%
Framingham	27,443	3,483	2,963	10.8%
Franklin	11,350	1,819	1,357	12.0%
Freetown	3,263	104	86	2.6%
Gardner	9,064	1,361	1,361	15.0%
Georgetown	3,031	352	352	11.6%
Gill	591	24	24	4.1%
Gloucester	13,270	1,043	1,008	7.6%
Goshen	440	0	0	0.0%
Gosnold	41	0	0	0.0%
Grafton	7,160	740	381	5.3%
Granby	2,451	79	79	3.2%
Granville	630	0	0	0.0%
Great Barrington	3,072	378	243	7.9%
Greenfield	8,325	1,301	1,284	15.4%
Groton	3,930	410	224	5.7%
Groveland	2,423	145	88	3.6%
Hadley	2,200	275	275	12.5%
Halifax	2,971	36	36	1.2%
Hamilton	2,783	126	86	3.1%
Hampden	1,941	60	60	3.1%
Hancock	326	0	0	0.0%
Hanover	4,832	568	568	11.8%
Hanson	3,572	270	160	4.5%
Hardwick	1,185	3	2	0.2%
Harvard	1,982	263	114	5.8%
Harwich	6,121	333	333	5.4%
Hatfield	1,549	47	47	3.0%
Haverhill	25,557	2,959	2,744	10.7%
Hawley	137	0	0	0.0%
Heath	334	0	0	0.0%
Hingham	8,841	2,799	1,008	11.4%

Hinsdale	918	0	0	0.0%
Holbrook	4,262	436	436	10.2%
Holden	6,624	514	406	6.1%
Holland	1,051	4	4	0.4%
Holliston	5,077	515	245	4.8%
Holyoke	16,320	3,189	3,189	19.5%
Hopedale	2,278	115	115	5.0%
Hopkinton	5,087	843	725	14.3%
Hubbardston	1,627	49	49	3.0%
Hudson	7,962	1,059	901	11.3%
Hull	4,964	83	83	1.7%
Huntington	919	32	32	3.5%
Ipswich	5,735	608	527	9.2%
Kingston	4,881	359	204	4.2%
Lakeville	3,852	433	250	6.5%
Lancaster	2,544	374	250	9.8%
Lanesborough	1,365	28	28	2.1%
Lawrence	27,092	4,037	4,017	14.8%
Lee	2,702	176	176	6.5%
Leicester	4,231	176	176	4.2%
Lenox	2,473	178	172	7.0%
Leominster	17,805	1,406	1,369	7.7%
Leverett	792	2	2	0.3%
Lexington	11,946	1,565	1,334	11.2%
Leyden	300	0	0	0.0%
Lincoln	2,153	370	298	14.0%
Littleton	3,443	653	456	13.2%
Longmeadow	5,874	276	276	4.7%
Lowell	41,308	5,189	5,119	12.4%
Ludlow	8,337	292	292	3.5%
Lunenburg	4,037	315	315	7.8%
Lynn	35,701	4,307	4,307	12.1%
Lynnfield	4,319	632	494	11.4%
Malden	25,122	2,765	2,562	10.2%
Manchester	2,275	137	115	5.1%
Mansfield	8,725	1,118	953	10.9%
Marblehead	8,528	399	333	3.9%
Marion	2,014	204	162	8.0%
Marlborough	16,347	1,944	1,848	11.3%
Marshfield	9,852	1,024	821	8.3%
Mashpee	6,473	369	343	5.3%
Mattapoissett	2,626	68	68	2.6%
Maynard	4,430	595	419	9.5%
Medfield	4,220	474	406	9.6%
Medford	23,968	2,847	1,719	7.2%
Medway	4,603	830	529	11.5%
Melrose	11,714	1,463	934	8.0%

Mendon	2,072	77	40	1.9%
Merrimac	2,527	402	146	5.8%
Methuen	18,268	2,162	1,708	9.3%
Middleborough	8,921	979	799	9.0%
Middlefield	230	2	2	0.9%
Middleton	3,011	258	156	5.2%
Milford	11,379	1,483	701	6.2%
Millbury	5,592	244	221	4.0%
Millis	3,148	185	122	3.9%
Millville	1,157	26	26	2.2%
Milton	9,641	765	477	4.9%
Monroe	64	0	0	0.0%
Monson	3,406	120	120	3.5%
Montague	3,926	407	375	9.6%
Monterey	465	0	0	0.0%
Montgomery	337	0	0	0.0%
Mount Washington	80	0	0	0.0%
Nahant	1,612	48	48	3.0%
Nantucket	4,896	509	199	4.1%
Natick	14,052	1,856	1,477	10.5%
Needham	11,047	1,605	1,410	12.8%
New Ashford	104	0	0	0.0%
New Bedford	42,816	5,132	5,095	11.9%
New Braintree	386	0	0	0.0%
New Marlborough	692	0	0	0.0%
New Salem	433	0	0	0.0%
Newbury	2,699	94	94	3.5%
Newburyport	8,015	667	551	6.9%
Newton	32,346	2,745	2,509	7.8%
Norfolk	3,112	521	187	6.0%
North Adams	6,681	866	866	13.0%
North Andover	10,902	1,398	950	8.7%
North Attleborough	11,553	366	354	3.1%
North Brookfield	2,014	142	142	7.1%
North Reading	5,597	650	538	9.6%
Northampton	12,604	1,506	1,441	11.4%
Northborough	5,297	715	606	11.4%
Northbridge	6,144	483	468	7.6%
Northfield	1,290	27	27	2.1%
Norton	6,707	916	596	8.9%
Norwell	3,652	461	180	4.9%
Norwood	12,441	1,241	1,229	9.9%
Oak Bluffs	2,138	129	117	5.5%
Oakham	702	0	0	0.0%
Orange	3,461	410	410	11.8%
Orleans	3,290	326	296	9.0%
Otis	763	0	0	0.0%

Oxford	5,520	404	404	7.3%
Palmer	5,495	307	266	4.8%
Paxton	1,590	66	66	4.2%
Peabody	22,135	2,761	2,122	9.6%
Pelham	564	3	3	0.5%
Pembroke	6,477	773	618	9.5%
Pepperell	4,335	197	130	3.0%
Peru	354	0	0	0.0%
Petersham	525	0	0	0.0%
Phillipston	658	5	5	0.8%
Pittsfield	21,031	2,004	1,883	9.0%
Plainfield	283	0	0	0.0%
Plainville	3,459	624	577	16.7%
Plymouth	22,285	1,229	1,006	4.5%
Plympton	1,039	67	55	5.3%
Princeton	1,324	26	26	2.0%
Provincetown	2,122	254	206	9.7%
Quincy	42,547	4,212	4,201	9.9%
Randolph	11,980	1,294	1,294	10.8%
Raynham	5,052	604	487	9.6%
Reading	9,584	1,563	1,004	10.5%
Rehoboth	4,252	99	27	0.6%
Revere	21,956	1,735	1,725	7.9%
Richmond	706	4	4	0.6%
Rochester	1,865	8	8	0.4%
Rockland	7,030	648	453	6.4%
Rockport	3,460	135	135	3.9%
Rowe	177	0	0	0.0%
Rowley	2,226	179	94	4.2%
Royalston	523	3	3	0.6%
Russell	687	2	2	0.3%
Rutland	2,913	86	86	3.0%
Salem	18,998	2,431	2,391	12.6%
Salisbury	3,842	807	395	10.3%
Sandisfield	401	0	0	0.0%
Sandwich	8,183	461	314	3.8%
Saugus	10,754	784	756	7.0%
Savoy	318	0	0	0.0%
Scituate	7,163	482	358	5.0%
Seekonk	5,272	114	87	1.7%
Sharon	6,413	936	678	10.6%
Sheffield	1,507	30	30	2.0%
Shelburne	893	46	46	5.2%
Sherborn	1,479	41	34	2.3%
Shirley	2,417	106	106	4.4%
Shrewsbury	13,919	1,226	891	6.4%
Shutesbury	758	4	4	0.5%

Somerset	7,335	269	269	3.7%
Somerville	33,632	3,261	3,250	9.7%
South Hadley	7,091	424	424	6.0%
Southampton	2,310	44	44	1.9%
Southborough	3,433	809	294	8.6%
Southbridge	7,517	384	384	5.1%
Southwick	3,852	131	131	3.4%
Spencer	5,137	312	311	6.1%
Springfield	61,556	10,307	10,041	16.3%
Sterling	2,918	285	72	2.5%
Stockbridge	1,051	113	113	10.8%
Stoneham	9,399	504	498	5.3%
Stoughton	10,742	1,500	1,284	12.0%
Stow	2,500	393	179	7.2%
Sturbridge	3,759	357	209	5.6%
Sudbury	5,921	888	669	11.3%
Sunderland	1,718	183	183	10.7%
Sutton	3,324	176	55	1.7%
Swampscott	5,795	256	212	3.7%
Swansea	6,290	275	243	3.9%
Taunton	23,844	1,874	1,683	7.1%
Templeton	3,014	511	233	7.7%
Tewksbury	10,803	1,379	1,062	9.8%
Tisbury	1,965	147	107	5.4%
Tolland	222	0	0	0.0%
Topsfield	2,157	205	187	8.7%
Townsend	3,356	184	145	4.3%
Truro	1,090	25	25	2.3%
Tyngsborough	4,166	847	469	11.3%
Tyringham	149	0	0	0.0%
Upton	2,820	190	145	5.1%
Uxbridge	5,284	427	257	4.9%
Wakefield	10,459	1,394	703	6.7%
Wales	772	25	25	3.2%
Walpole	8,984	661	649	7.2%
Waltham	24,805	2,709	1,819	7.3%
Ware	4,539	363	363	8.0%
Wareham	9,880	875	745	7.5%
Warren	2,202	76	76	3.5%
Warwick	363	0	0	0.0%
Washington	235	0	0	0.0%
Watertown	15,521	2,770	1,212	7.8%
Wayland	4,957	460	330	6.7%
Webster	7,788	707	707	9.1%
Wellesley	9,090	1,160	1,044	11.5%
Wellfleet	1,550	38	38	2.5%
Wendell	419	5	5	1.2%

Wenham	1,404	196	128	9.1%
West Boylston	2,729	413	223	8.2%
West Bridgewater	2,658	175	121	4.6%
West Brookfield	1,578	67	67	4.2%
West Newbury	1,558	150	43	2.8%
West Springfield	12,629	426	426	3.4%
West Stockbridge	645	0	0	0.0%
West Tisbury	1,253	26	11	0.9%
Westborough	7,304	1,253	960	13.1%
Westfield	16,001	1,173	1,170	7.3%
Westford	7,671	1,487	1,057	13.8%
Westhampton	635	17	17	2.7%
Westminster	2,826	138	87	3.1%
Weston	3,952	467	331	8.4%
Westport	6,417	480	290	4.5%
Westwood	5,389	922	598	11.1%
Weymouth	23,337	1,903	1,628	7.0%
Whately	654	4	4	0.6%
Whitman	5,513	208	208	3.8%
Wilbraham	5,442	306	305	5.6%
Williamsburg	1,165	55	55	4.7%
Williamstown	2,805	261	213	7.6%
Wilmington	7,788	1,059	766	9.8%
Winchendon	4,088	326	326	8.0%
Winchester	7,920	439	296	3.7%
Windsor	387	0	0	0.0%
Winthrop	8,253	638	638	7.7%
Woburn	16,237	2,121	1,706	10.5%
Worcester	74,383	10,023	10,017	13.5%
Worthington	553	22	22	4.0%
Wrentham	3,821	597	431	11.3%
Yarmouth	12,037	786	599	5.0%
Totals	2,692,186	315,591	273,004	10.1%

*This data is derived from information provided to the Department of Housing and Community Development (DHCD) by individual communities and is subject to change as new information is obtained and use restrictions expire. Community percentages will be based upon 2020 Census data upon the release of such data by the U.S. Census Bureau.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Waltham

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
3201	Arthur J. Clark Apts	48 Pine St.	Rental	120	Perp	No	HUD
3202	Cedar Street	100 Cedar St.	Rental	22	Perp	No	HUD
3203	Charles Lawless Apts	94-120 Pond St.	Rental	47	Perp	No	HUD
3204	Dale Street	46-48 Dale St.	Rental	36	Perp	No	HUD
3205	School & Pond Streets	231-237 School & 56-62 Pond Sts.	Rental	40	Perp	No	HUD
3206	Chesterbrook Gardens	Chester Lane, Brookway Ct	Rental	100	Perp	No	DHCD
3207	Dana Court	7-15 Gardner & 20-24 Lowell Sts	Rental	32	Perp	No	DHCD
3208	Prospect Terrace	Hansen Rd, Dermody Rd, Prospect Hill Lane	Rental	140	Perp	No	DHCD
3209	Beaverbrook Apts	292-324 Grove St.	Rental	60	Perp	No	DHCD
3210	Carey Court	269-79 School St.	Rental	24	Perp	No	DHCD
3211	n/a	37 Bank St.	Rental	7	Perp	No	DHCD
3212	Myrtle Street Apts	75-85 Myrtle St.	Rental	24	Perp	No	DHCD
3213	South Street Congregate	300 South St.	Rental	20	Perp	No	DHCD
3214	Whalen Apts	82-86 Orange St.	Rental	32	Perp	No	DHCD
3215	Winchester Crane Elderly Apts	101 Prospect St.	Rental	59	Perp	No	DHCD
3216	n/a	15 Townsend St.	Rental	8	Perp	No	DHCD
3217	n/a	146-148 Hammond St.	Rental	8	Perp	No	DHCD
3218	n/a	284 South St.	Rental	6	Perp	No	DHCD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Waltham

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
3219	Chesterbrook Gardens	Brookway Road	Rental	1	Perp	No	DHCD
3220	n/a	113-119 Bright St./20 Gormans Ct/286-298 South St	Rental	14	Perp	No	DHCD
3221	Grove St. Family Housing	326-340 Grove St.	Rental	8	Perp	No	DHCD
3222	Central Street	19-21 Central St.	Rental	6	2030	No	DHCD
3223	Francis Cabot Lowell Mill I	190 Moody St.	Rental	150	09/09/2023	No	HUD
3224	Francis Cabot Lowell Mill II	174 Moody St.	Rental	108	09/09/2023	No	HUD
3225	Heard Street	Heard Street	Rental	5	2030	No	DHCD
3226	St. Mary's Apts	78 Lexington St	Rental	70	2041	No	HUD
3227	WHA HOME Units	Marguerite Avenue	Rental	2	Perp	No	HUD
3228	Waltham HOME Program	Charles Street	Rental	3	2038	No	HUD
3229	Waltham HOME Program	Charles Street	Rental	3	2038	No	HUD
4027	Waltham Residence	300 Florence Rd	Rental	4	2043	No	HUD
4065	Waltham Clock Apts	94 Adams St	Rental	90	05/31/2022	No	MHP
4493	DDS Group Homes	Confidential	Rental	181	N/A	No	DDS
4617	DMH Group Homes	Confidential	Rental	26	N/A	No	DMH
6400	214 South Street Corp.	218 South Street	Ownership	2	perp	No	HUD
6401	W.A.T.C.H.	Charles Street	Mix	6	perp	No	DHCD
							HUD

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Waltham

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
6903	Indian Ridge	55 - 277 Ridge Lane	Rental	264	perp	Yes	FHLBB
9024	Cornerstone Condominiums	1163 Main Street	Ownership	2	Perp	NO	HUD DHCD
9025	Edenvale	Main Street	Ownership	1	Perp	NO	DHCD HUD
9455	Barrington Place	255 Winter St	Ownership	2	Perp	NO	DHCD
9456	Wellington Crossing	Trapelo Rd/Clocktower Drive	Ownership	3	Perp	NO	DHCD
9536	Cityside Commons	Common Street	Ownership	1	Perp	NO	DHCD
9542	Watch Factory Lofts	183-241 Crescent Street	Rental	10	Perp	NO	DHCD
9642	Nahum Hardy Residences	51 Lake Street	Rental	19	Perp	NO	DHCD
9736	Watch Factory Lofts-Phase III	241 Crescent Street	Rental	7	Perp	NO	DHCD
9926	Currents on the Charles	36 River Street	Rental	20	Perp	NO	DHCD
9928	Lyman Street	Lyman Street	Rental	8	2059	NO	HUD
10044	The Merc at Moody & Main	One Moody Street	Rental	27	Perp	NO	DHCD
10617	College Farm	315 College Farm Road	Ownership	1	perp	NO	DHCD
10618	Edison Apartments	20 Cooper Street	Rental	26	perp	NO	DHCD
Waltham Totals				1,855	Census 2010 Year Round Housing Units		24,805
					Percent Subsidized		7.48%

SECTION 8

SAMPLE REGULATORY AGREEMENT

REGULATORY AND USE AGREEMENT
[Rental Perpetuity]

***For Comprehensive Permit Projects in Which Subsidy is Provided
Through the Department of Housing and Community Development***

This Regulatory and Use Agreement (this “Agreement”) is made as of _____, 201_, by and between the Department of Housing and Community Development (“DHCD”) acting as Subsidizing Agency (the “Subsidizing Agency”), as defined under the provisions of 760 CMR 56.02, and _____, a Massachusetts _____ having a mailing address of _____ Massachusetts _____, and its successors and assigns (the “Developer”).

RECITALS

WHEREAS, the Developer intends to construct a housing development known as _____ at a ___-acre site located at _____ in the City/Town of _____, Massachusetts (the “Municipality”), located in _____ County, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof (the “Development”); and

WHEREAS, DHCD has promulgated Regulations at 760 CMR 56.00 (as in effect as of the date hereof and as they may be amended from time to time, the “Regulations”) relating to the issuance of comprehensive permits under Chapter 40B, Sections 20-23, of the Massachusetts General Laws (as in effect as of the date hereof, the “Act”) and pursuant thereto has issued its Comprehensive Permit Guidelines (as in effect as of the date hereof, the “Guidelines” and, collectively with the Regulations and the Act, the “Comprehensive Permit Rules”); and

WHEREAS, the subsidy for the Development is being provided through the _____ Program where DHCD will serve as Subsidizing Agency pursuant to the Comprehensive Permit Rules and in accordance with the terms and provisions hereof; and

[include for LIHTC projects: WHEREAS, DHCD, as successor to the former Executive Office of Communities and Development (“EOCD”), is authorized by Executive Order 291 signed by the Governor of the Commonwealth of Massachusetts to administer the State Housing Credit Ceiling as defined in Section 42 of the United States Internal Revenue Code of 1986 as amended (the “Code”) in connection with the allocation and administration of low-income housing tax credits (the “Low Income Housing Tax Credit”); and]

[include for LIHTC projects: WHEREAS, DHCD has adopted a 201_ Low-Income Tax Credit Allocation plan (the “Allocation Plan”) and certain Low-Income Housing Tax Credit Guidelines (the “LIHTC Guidelines”) which govern the process and standards for allocation of the Low-Income Housing Tax Credit; and]

[include for LIHTC projects: WHEREAS, the Developer has applied to DHCD for an allocation of Low Income Housing Tax Credits to the Development; and]

[include for LIHTC projects: WHEREAS, DHCD has determined that, as of the date hereof, the Development would support a Low-Income Housing Tax Credit allocation, provided that the units in the Development are placed in service in accordance with Section 42 of the Code and any other applicable requirements; and]

WHEREAS, the Developer has received a comprehensive permit from the Zoning Board of Appeals of the Municipality in accordance with the Act, which permit is recorded with the _____ County Registry of Deeds (“Deeds”) in Book ____, Page ____ (as amended the "Comprehensive Permit"); and

WHEREAS, pursuant to the Comprehensive Permit and the requirements of the Comprehensive Permit Rules, the Development will consist of a total of __ rental units (the “Affordable Units”) which will be rented to Low or Moderate Income Persons and Families (as defined herein) at rentals specified in this Agreement and will be subject to this Agreement; and

WHEREAS, DHCD has adopted the Preparation of Cost Certification for 40B Rental Developments: Inter-Agency 40B Rental Cost Certification Guidance for Owners, Certified Public Accountants and Municipalities (the “Cost Certification Guidance”) dated as of June 10, 2011 which shall govern the cost certification and limited dividend requirements for the Development pursuant to the Comprehensive Permit Rules; and

WHEREAS, the parties intend that this Agreement shall serve as a “Use Restriction” as defined in and required by Section 56.05(13) of the Regulations; and

WHEREAS, the parties recognize that Affirmative Fair Marketing (as defined herein) is an important precondition for rental of Affordable Units and that local preference cannot be granted in a manner which results in a violation of applicable fair housing laws, regulations and subsidy programs; and.

WHEREAS, the parties recognize that the Municipality has an interest in preserving affordability of the Affordable Units.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidizing Agency and the Developer hereby agree as follows:

DEFINITIONS

1. In addition to terms defined elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

Accountant’s Annual Determination shall have the meaning given such term in Section 7(f) hereof.

Accumulated Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Accumulated and Unpaid Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Act shall have the meaning given such term in the Recitals hereof.

Affirmative Fair Housing Marketing Plan shall mean the Affirmative Fair Housing Marketing Plan prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto that may be approved by the Subsidizing Agency, as further set forth in Section 3.

Affordable Units shall have the meaning set forth in the Recitals above.

Allowable Development Costs shall have the meaning given such term in Section 21 hereof.

Annual Excess Revenues shall have the meaning given such term in Section 7(e) hereof.

Annual Income shall be determined in the manner set forth in 24 C.F.R. 5609 (or any successor regulations).

Area shall mean the _____ MSA/HMFA/Non-Metropolitan County as designated by the Department of Housing and Urban Development (“HUD”).

Area Median Income (“AMI”) shall mean the median gross income for the Area, as determined from time to time by HUD. For purposes of determining whether Adjusted Family Income qualifies a tenant for treatment as a Low or Moderate Income Tenant, the Area Median Income shall be adjusted for family size.

Comprehensive Permit shall have the meaning given such term in the Recitals hereof.

Comprehensive Permit Rules shall have the meaning given such term in the Recitals hereof.

Construction Lender shall mean the lender(s) making the Construction Loan, and its successors and assigns.

Construction Loan shall mean the loan to the Developer for the construction of the Development.

Construction Mortgage shall mean the mortgage from the Developer securing the Construction Loan.

Cost Certification shall have the meaning given such term in Section 20 hereof.

Current Distribution Amounts shall have the meaning given such term in Section 7(c) hereof.

Developer’s Equity shall be calculated according to the formulas outlined in Attachment C of the Cost Certification Guidance, using the Cost Method until the Cost Certification

process is complete, and either the Cost Method or the Value Method, whichever results in the greater amount, thereafter. Developer's Equity shall be retroactively applied to the period from the start date (commencement of construction of the Development as evidenced by issuance of the first building permit) until Substantial Completion (the "Construction Period"). For the Construction Period, Developer's Equity shall mean the average of costs expended by the Developer's financial reports by an independent accounting firm. By way of example only, if on the first day of construction the Developer's costs are \$10,000,000 (all attributable to land acquisition costs), and one year later the Developer's costs are \$20,000,000 (half attributable to land acquisition costs, half attributable to construction costs), then the Developer's Equity for that year of construction would be the average of those two amounts of \$15,000,000. The Developer's Equity for the construction period shall be appropriately prorated for any partial year during such period.

Developer Parties shall have the meaning given such term in Section 7(b) hereof.

Development shall have the meaning given such term in the Recitals hereof.

Development Revenues shall have the meaning given such term in Section 7(b) hereof.

Distribution Payments shall have the meaning given such term in Section 7(b) hereof.

Event of Default shall mean a default in the observance of any covenant under this Agreement or the Mortgage existing after the expiration of any applicable notice and cure periods.

Excess Revenues Account shall mean the account established under Section 7(e) hereof.

Family shall have the same meaning as set forth in 24 C.F.R. §5.403 (or any successor regulations).

Guidelines shall have the meaning given such term in the Recitals hereof.

Housing Subsidy Program shall mean any other state or federal housing subsidy program providing rental or other subsidy to the Development.

HUD shall mean the United States Department of Housing and Urban Development.

Lender shall mean the Construction Lender and/or the Permanent Lender.

Low or Moderate Income Persons or Families shall mean persons or Families whose Annual Incomes do not exceed _____ percent (___ %) of the Median Income for the Area, and shall also mean persons or Families meeting such lower income requirements as may be required under the Comprehensive Permit or any applicable Housing Subsidy Program.

Low or Moderate Income Tenants shall mean Low or Moderate Income Persons or Families who occupy the Affordable Units.

Maximum Annual Distributable Amounts shall have the meaning given such term in Section 7(c) hereof.

Mortgage shall mean the Construction Mortgage and/or the Permanent Mortgage.

Permanent Lender shall mean the lender(s) making the Permanent Loan to the Developer, and its successors and assigns.

Permanent Loan shall mean the Permanent Loan made or committed to be made by the Permanent Lender to the Developer after completion of construction of the Development, which will replace the Construction Loan, or any subsequent refinancing thereof in compliance with any specific terms of the Comprehensive Permit or any Housing Subsidy Program applicable to the Development.

Permanent Mortgage shall mean the mortgage from the Developer to the Permanent Lender securing the Permanent Loan.

Regulations shall have the meaning given such term in the Recitals hereof.

Related Person: shall mean a person whose relationship to such other person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code, or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein).

Substantial Completion shall have the meaning given such term in Section 20 hereof.

Tenant Selection Plan shall mean the Tenant Selection Plan, prepared by the Developer in accordance with the Guidelines and approved by the Subsidizing Agency, with such changes thereto which may be approved by the Subsidizing Agency.

Term shall have the meaning set forth in Section 24 hereof.

CONSTRUCTION OBLIGATIONS

2. (a) The Developer agrees to construct the Development in accordance with plans and specifications approved by the Subsidizing Agency and the Municipality (the “Plans and Specifications”), in accordance with all on-site and off-site construction, design and land use conditions of the Comprehensive Permit, and in accordance with the information describing the Development presented by the Developer to the Subsidizing Agency in its Application for Final Approval. All Affordable Units to be constructed as part of the Development must be similar in exterior appearance to other units in the Development and shall be evenly dispersed throughout the Development. In addition, all Affordable Units must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and sanitary facilities, all as more fully shown in the Plans and Specifications. Materials used for the interiors of the Affordable Units must be of good quality. The Development must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety

and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Development is exempted from such compliance by the Comprehensive Permit, the Development must also comply with all applicable local codes, ordinances and by-laws.

(b) The Subsidizing Agency shall monitor compliance with the construction obligations set forth in this section in such manner as the Subsidizing Agency may deem reasonably necessary. In furtherance thereof, the Developer shall provide to the Subsidizing Agency (i) evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications; and (ii) such information as the Subsidizing Agency may reasonably require concerning the expertise, qualifications and scope of work of any construction monitor proposed by the Construction Lender.

USE RESTRICTION/RENTALS AND RENTS

3. (a) The Developer shall rent the Affordable Units during the Term hereof to Low or Moderate Income Persons or Families upon the terms and conditions set forth in the Comprehensive Permit and this Agreement. In fulfilling the foregoing requirement, Developer will accept referrals of tenants from the Public Housing Authority in the Municipality, and will not unreasonably refuse occupancy to any prospective tenants so referred who otherwise meet the requirements of the Tenant Selection Plan. The foregoing provisions shall not relieve Developer of any obligations it may have under the provisions of other documents and instruments it has entered with respect to any applicable Housing Subsidy Program; provided, however, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce the applicable requirements of any such Housing Subsidy Programs.

(b) The annual rental expense for each Affordable Unit (equal to the gross rent plus allowances for all tenant-paid utilities, including tenant-paid heat, hot water and electricity) shall not exceed thirty percent (30%) of _____ percent (___%) of AMI, adjusted for household size, assuming that an Affordable Unit which does not have a separate bedroom is occupied by one individual, and that a unit which has one or more separate bedrooms is occupied by 1.5 individuals for each separate bedroom. If rentals of the Affordable Units are subsidized under any Housing Subsidy Program, then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

(c) If, after initial occupancy, the income of a tenant of an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as an Affordable Unit in conformance with Section 3(a) of this Agreement, or otherwise demonstrates compliance with Section 3(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in an Affordable Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Rentals for the Affordable Units shall be initially established by the Developer upon approval by the Subsidizing Agency, subject to change from time to time (if necessary to reflect any changes in AMI) in accordance with the terms and provisions of this Agreement and any applicable Housing Subsidy Program.

(f) Developer shall obtain income certifications satisfactory in form and manner to the Subsidizing Agency at least annually for all Low or Moderate-Income Tenants, or more frequently if required by any applicable Housing Subsidy Program. Said income certifications shall be kept by the management agent for the Development and made available to the Subsidizing Agency upon request.

(g) Prior to initial lease-up, the Developer shall submit an Affirmative Fair Housing Marketing Plan (also known as an “AFHM Plan”) for the Subsidizing Agency’s approval. At a minimum the AFHM Plan shall meet the requirements of the Guidelines, as the same may be amended from time to time. The AFHM Plan, upon approval by the Subsidizing Agency, shall become a part of this Agreement and shall have the same force and effect as if set out in full in this Agreement.

(h) The AFHM Plan shall designate entities to implement the plan who are qualified to perform their duties. The Subsidizing Agency may require that another entity be found if the Subsidizing Agency finds that the entity designated by the Developer is not qualified. Moreover, the Subsidizing Agency may require the removal of an entity responsible for a duty under the Affirmative Fair Housing Marketing Plan if that entity does not meet its obligations under the Affirmative Fair Housing Marketing Plan.

(i) The restrictions contained herein are intended to be construed as an affordable housing restriction as defined in Section 31 of Chapter 184 of Massachusetts General Laws which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the Term hereof. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder and the Developer agrees to obtain any prior lienholder consent with respect thereto as the Subsidizing Agency shall require.

TENANT SELECTION AND OCCUPANCY

4. Developer shall use its good faith efforts during the Term of this Agreement to maintain all the Affordable Units within the Development at full occupancy as set forth in Section 2 hereof. In marketing and renting the Affordable Units, the Developer shall comply with the Tenant Selection Plan and Affirmative Fair Housing Marketing Plan which are incorporated herein by reference with the same force and effect as if set out in this Agreement.

5. Occupancy agreements for Affordable Units shall meet the requirements of the Comprehensive Permit Rules, this Agreement, and any applicable Housing Subsidy Program, and shall contain clauses, among others, wherein each resident of such Affordable Unit:

(a) certifies the accuracy of the statements made in the application and income survey;

(b) agrees that the family income, family composition and other eligibility requirements, shall be deemed substantial and material obligations of his or her occupancy; that he or she will comply promptly with all requests for information with respect thereto from Developer or the Subsidizing Agency; and that his or her failure or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her occupancy; and

(c) agrees that at such time as Developer or the Subsidizing Agency may direct, he or she will furnish to Developer certification of then current family income, with such documentation as the Subsidizing Agency shall reasonably require; and agrees to such charges as the Subsidizing Agency has previously approved for any facilities and/or services which may be furnished by Developer or others to such resident upon his or her request, in addition to the facilities included in the rentals, as amended from time to time pursuant to Section 3 above.

6. Intentionally omitted.

LIMITED DIVIDENDS

7. (a) The Developer covenants and agrees that Distribution Payments made in any fiscal year of the Development shall not exceed the Maximum Annual Distributable Amounts for such fiscal year. No Distribution Payments may be made if an Event of Default has occurred, which shall include but not be limited to failure to maintain the Development in good physical condition in accordance with Section 8 hereof.

(b) For the purposes hereof, the term "Distribution Payments" shall mean all amounts paid from revenues, income and other receipts of the Development, not including any amounts payable in respect of capital contributions paid by any members or partners of the Developer or any loan proceeds payable to the Developer (herein called "Development Revenues") which are paid to any partner, manager, member or any other Related Person of the Developer (collectively, the "Developer Parties") as profit, income, or fees or other expenses which are unrelated to the operation of the Development or which are in excess of fees and expenses which would be incurred from persons providing similar services who are not Developer Parties and provide such services on an arms-length basis.

(c) For the purposes hereof the "Maximum Annual Distributable Amounts" for any particular fiscal year shall be defined and determined as follows: the sum of

(i) an amount equal to ten percent (10%) of the "Developer's Equity" for such fiscal year, as approved by the Subsidizing Agency, subject to adjustment as provided in (d) below (the "Current Distribution Amounts"); plus

(ii) the amount of all Accumulated and Unpaid Distributions calculated as of the first day of such fiscal year.

In no event shall the total Maximum Annual Distributable Amounts actually distributed for any given year exceed total funds available for distribution after all current and owed-to-date expenses have been paid and reserves, then due and owing, have been funded.

“Accumulated and Unpaid Distribution Amounts” shall be the aggregate of the Current Distribution Amounts calculated for all prior fiscal years less the Distribution Payments (“Accumulated Distribution Amounts”) calculated for each such fiscal year together with simple interest (“Accrued Interest”) resulting from such calculation in all prior years computed at five percent (5%) per annum. For the purposes of this calculation, it is assumed any amounts available for distribution in any year shall be fully disbursed.

(d) When using the Value-Based Approach, the Developer’s Equity may be adjusted not more than once in any five year period with the first five - year period commencing with the first fiscal year of the Development. Any adjustments shall be made only upon the written request of the Developer and, unless the Developer is otherwise directed by the Subsidizing Agency, shall be based upon an appraisal commissioned by (and naming as a client) the Subsidizing Agency and prepared by an independent and qualified appraiser prequalified by, and randomly assigned to the Development by, the Subsidizing Agency. The appraiser shall submit a Self-Contained Appraisal Report to the Subsidizing Agency in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). The costs of such appraisal shall be borne by the Developer. Such appraisal shall be based on the so-called ‘investment value’ methodology, using assumptions subject to the reasonable approval of the Subsidizing Agency.

Upon completion of an appraisal as provided above, the Developer’s Equity shall be adjusted to equal the appraised value of the Development as determined by the appraisal less the unpaid principal amount of the sum of secured debt on the Development plus public equity, whether structured as a grant or loan determined as of the date of the appraisal. Such new Developer’s Equity shall be the Developer’s Equity commencing with the first day of the month following the date of such appraisal and stay in effect until a subsequent adjustment.

(e) If at the end of any fiscal year, any Development Revenues for such fiscal year shall remain and are in excess of the Maximum Annual Distributable Amounts for such fiscal year, such amount (the “Annual Excess Revenues”), other than those which may be required by any Lender to remain at the Development as a reserve to pay the expenses of the Development, shall be deposited in an escrow account with the Lender (or if the Loan is paid off, with the Subsidizing Agency) designated as the “Excess Revenues Account” and not released except with the prior written consent of the Subsidizing Agency or if required by Lender to avoid a default on the Loan.

Upon Developer’s request, amounts may also be withdrawn from the Excess Revenues Account during the Term hereof and applied for the following purposes: (i) payment of or adequate reserve for all sums due or currently required to be paid under the terms of the Mortgage; (ii) payment of or adequate reserve for all reasonable and necessary operating expenses of the Development as reasonably determined by the Developer; (iii) deposit of all

amounts as may be deposited in a reserve fund for capital replacements reasonably determined by the Developer to be sufficient to meet anticipated capital needs of the Development (the "Replacement Reserve") which may be held by a lending institution reasonably acceptable to the Subsidizing Agency and which reserves may be used for capital expenditures for the Development reasonably determined to be necessary by the Developer; (iv) payments of operating expense loans made by the partners, managers or members of Developer for Development expenses, provided that Developer shall have obtained prior written approval for such loans from the applicable Lender (or, if there is no mortgage, or after discharge of the Mortgage, from the Subsidizing Agency) and shall have supplied the applicable Lender (or the Subsidizing Agency) with such evidence as the applicable Lender (or the Subsidizing Agency, as applicable) may reasonably request as to the application of the proceeds of such operating expense loans to Development; or (v) for any other purposes, subject to a determination by the Lender (or, if there is no Mortgage, or the Mortgage is discharged during the Term of this Agreement, the reasonable determination by the Subsidizing Agency) that the expenditure is necessary to address the Development's physical or financial needs and that no other Development reserve funds are available to address such needs. Notwithstanding the foregoing, payment of the items set forth in clauses (i), (ii), (iii) and (v) above by the Developer shall be subject to the prior written approval of the Subsidizing Agency, which approval shall not be unreasonably withheld or delayed; it being agreed by the Subsidizing Agency that if the Developer can demonstrate that its proposed operating expenditures, capital expenditures and reserves are substantially consistent with those made for other developments of the Developer or its affiliates or of other developers of similar developments with the Commonwealth of Massachusetts, the Subsidizing Agency shall approve such request. Further, in no event shall such review or approval be required by the Subsidizing Agency to the extent any such capital expenditures or reserves are mandated by and Lender.

Further, the Subsidizing Agency agrees that it shall not unreasonably withhold or delay its consent to release of any amounts held in the Excess Revenues Account, upon the written request of the Developer that:

- (i) provide a direct and material benefit to Low or Moderate Tenants; or
- (ii) reduce rentals to Low or Moderate Tenants.

In the event that the Subsidizing Agency's approval is requested pursuant to this Section 7(e) for expenditures out of the Excess Revenues Account, and the Subsidizing Agency fails to respond within thirty (30) days of the Subsidizing Agency's receipt thereof, then the Subsidizing Agency shall be deemed to have approved the request, and the Subsidizing Agency shall have no further rights to object to, or place conditions upon, the same.

In any event, cash available for distribution in any year in excess of twenty percent (20%) of Developer's Equity, subject to payment of Accumulated and Unpaid Distributions, shall be distributed to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein, or as otherwise directed by the Subsidizing Agency. Upon the expiration of the "Limited Dividend Term" as that term is defined in Section 24(b) hereof, any balance remaining in the Excess Revenues Account shall be distributed by the Developer to the Replacement Reserve held for the Development if deemed necessary by

DHCD, and otherwise shall be paid to DHCD for the purpose of preserving and/or developing affordable housing.

(f) The Developer shall provide the Subsidizing Agency for each fiscal year with a copy of its audited financial statements, and provide the Subsidizing Agency with a certificate from the independent certified public accountant (the "CPA") who prepared such reports which certifies as to their determination (the "Accountant's Annual Determination") of the following for such fiscal year, based on the terms and conditions hereof

- (i) Accumulated Distribution Amounts;
- (ii) Current Distribution Amounts;
- (iii) Maximum Annual Distributable Amounts;
- (iv) Annual Excess Revenues;
- (v) Accumulated and Unpaid Distribution Amounts (including a calculation of Accumulated Distribution Amounts and Accrued Interest); and
- (vi) Development Revenues.

Such Accountant's Annual Determination shall be accompanied by a form completed by the CPA and by a Certificate of Developer in forms as reasonably required by the Subsidizing Agency certifying under penalties of perjury as to the matters such as, without limitation, the fact that (i) the Developer has made available all necessary financial records and related data to the CPA who made such Accountant's Annual Determination, (ii) there are no material transactions related to the Development that have not been properly recorded in the accounting records underlying the Accountant's Annual Determination, (iii) the Developer has no knowledge of any fraud or suspected fraud affecting the entity involving management, subcontractors, employees who have significant roles in internal control, or others where the fraud could have a material effect on the Accountant's Annual Determination and has no knowledge of any allegations of fraud or suspected fraud affecting the Developer or the Development received in communications from employees, former employees, subcontractors, regulators, or others, and (iv) the Developer has reviewed the information presented in the Accountant's Annual Determination and believes that such determination is an appropriate representation of the Development.

(g) the Subsidizing Agency shall have sixty (60) days after the delivery of the Accountant's Annual Determination to accept it, to make its objections in writing to the Developer and the Developer's CPA, or to request from the Developer and/or CPA additional information regarding it. If the Subsidizing Agency does not object to it or request additional information with respect to it, it shall have been deemed accepted by the Subsidizing Agency. If the Subsidizing Agency shall request additional information, then the Developer shall provide to the Subsidizing Agency with such additional information as promptly as possible and the Subsidizing Agency shall have an additional thirty (30) days thereafter to review such information and either accept or raise objections to such Accountant's Annual Determination. If no such objections are made within such thirty day (30) period, the Accountant's Annual

Determination shall be deemed accepted by the Subsidizing Agency. Prior to acceptance of the Accountant's Annual Determination, the Subsidizing Agency shall deliver a copy of the Accountant's Annual Determination to the Municipality with the Subsidizing Agency's determination of the Developer's compliance with the Comprehensive Permit Rules. The Municipality shall have the option of evaluating the report for accuracy (e.g., absence of material errors), applying the same standards as set forth herein, for a period of 30 days after receipt. The Subsidizing Agency will reasonably review any inaccuracies identified by the Municipality during this period and shall thereafter either accept or raise objections to the Accountant's Annual Determination as provided above.

To the extent that the Subsidizing Agency shall raise any objections to such Accountant's Annual Determination as provided above, then the Developer, and the Subsidizing Agency shall consult in good faith and seek to resolve such objections within an additional thirty (30) day period. If any objections are not resolved during such period, then the Subsidizing Agency may enforce the provisions under this Section by the exercise of any remedies it may have under this Agreement.

(h) If upon the approval of an Accountant's Annual Determination as provided above, such Accountant's Annual Determination shall show that the Distribution Payments for such fiscal year shall be in excess of the Maximum Annual Distributable Amounts for such fiscal year, then upon thirty (30) days written notice from the Subsidizing Agency, the Developer shall cause such excess to be deposited in the Excess Revenue Account from sources other than Development Revenues to the extent not otherwise required by Lender to remain with the Development as provided in subsection (e) above.

If such Accountant's Annual Determination as approved shall show that there are Annual Excess Revenues for such fiscal year which have not been distributed, such amounts shall be applied as provided in subsection (e) above within thirty (30) days after the approval of the Accountant's Annual Determination as set forth in subsection (f) above.

Notwithstanding anything to the contrary contained in this Agreement, a distribution resulting from the proceeds of a sale or refinancing of the Development shall not be regulated by this Agreement.

(i) Payment of fees and profits from capital sources for the initial development of the Development to the Developer and/or the Developer's related party consultants, partners and legal or beneficial owners of the Development shall (unless otherwise limited by the Subsidizing Agency) be limited to no more than that amount resulting from the calculation in Attachment B, Step 3 ("Calculation of Maximum Allowable 40B Developer Fee and Overhead") of the Cost Certification Guidance (the "Maximum Allowable Developer Fee"). The Maximum Allowable Developer Fee shall not include fees or profits paid to any other party, whether or not related to the Developer, to the extent the same are arm's length and commercially reasonable in light of the size and complexity of the Development. The Developer shall comply with the requirements of Section 20 below regarding Cost Certification. In accordance with the requirements of 760 CMR 56.04(8)(e), in the event that the Subsidizing Agency determines, following examination of the Cost Certification submitted by the Developer pursuant to Section 20 below, that amounts were paid or distributed by the Developer in excess of the above limitations (the "Excess

Distributions”), the Developer shall pay over in full such Excess Distributions to the Municipality within fifteen (15) business days of notice and demand given by the Subsidizing Agency as provided herein.

MANAGEMENT OF THE DEVELOPMENT

8. Developer shall maintain the Development in good physical and financial condition in accordance with the Subsidizing Agency’s requirements and standards and the requirements and standards of the Mortgage and any applicable Housing Subsidy Program Developer shall provide for the management of the Development in a manner that is consistent with accepted practices and industry standards for the management of multi-family market rate rental housing. Notwithstanding the foregoing, the Subsidizing Agency shall have no obligation hereunder, expressed or implied, to monitor or enforce any such standards or requirements and, further, the Subsidizing Agency has not reviewed nor approved the Plans and Specifications for compliance with federal, state or local codes or other laws.

CHANGE IN COMPOSITION OF DEVELOPER ENTITY; RESTRICTIONS ON TRANSFERS

9. (a) Except for rental of Units to Low or Moderate Income Persons or Families as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, exchange, or mortgage the Project or any portion thereof or interest therein without the prior written consent of the Subsidizing Agency. If the Subsidizing Agency grants such consent, the Developer agrees to secure from the transferee a written agreement stating that the transferee will assume in full the Developer’s obligations and duties under this Agreement.

(b) The Developer shall provide the Subsidizing Agency with thirty (30) days’ prior written notice of the following:

(i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or

(ii) the conveyance, assignment, transfer, or relinquishment of twenty-five percent (25%) or more of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).

For purposes hereof, the term “Beneficial Interest” shall mean: (i) with respect to a partnership, any limited partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

The Developer shall provide the Subsidizing Agency with thirty (30) days' prior written notice of any sale, conveyance, transfer, ground lease, exchange, pledge, assignment or mortgage of the Development, whether direct or indirect.

BOOKS AND RECORDS

10. All records, accounts, books, tenant lists, applications, waiting lists, documents, and contracts relating to the Development shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Development, and shall be maintained, as required by applicable regulations and/or guidelines issued by the Subsidizing Agency from time to time, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Subsidizing Agency. Failure to keep such books and accounts and/or make them available to the Subsidizing Agency will be an Event of Default hereunder.

ANNUAL FINANCIAL REPORT

11. Within ninety (90) days following the end of each fiscal year of the Development, Developer shall furnish the Subsidizing Agency with a complete annual financial report for the Development based upon an examination of the books and records of Developer containing a detailed, itemized statement of all income and expenditures, prepared and certified by a certified public accountant in accordance with the reasonable requirements of the Subsidizing Agency which include: (i) financial statements submitted in a format acceptable to the Subsidizing Agency; (ii) the financial report on an accrual basis and in conformity with generally accepted accounting principles applied on a consistent basis; and (iii) amounts available for distribution under Section 7 above. A duly authorized agent of Developer must approve such submission in writing. The provisions of this paragraph may be waived or modified by the Subsidizing Agency.

FINANCIAL STATEMENTS AND OCCUPANCY REPORTS

12. At the request of the Subsidizing Agency, Developer shall furnish financial statements and occupancy reports and shall give specific answers to questions upon which information is reasonably desired from time to time relative to the ownership and operation of the Development.

NO CHANGE OF DEVELOPMENT'S USE

13. Developer shall not, without prior written approval of the Subsidizing Agency, change the type or number of Affordable Units or permit the use of the dwelling accommodations of the Development for any purpose except residences and any other use permitted by the Comprehensive Permit.

NO DISCRIMINATION

14. (a) There shall be no discrimination upon the basis of race, color, religion, sex, national origin, genetic information, ancestry, sexual orientation, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability in the lease, use, or occupancy of the Development (provided that if

the Development qualifies as elderly housing under applicable state and federal law, occupancy may be restricted to the elderly in accordance with said laws) or in connection with the employment or application for employment of persons for the operation and management of the Development. Developer or its management company shall, with respect to the Development, take affirmative measures to advertise for employment or contracts for goods and services, and hire and promote employees.

(b) There shall be full compliance with the provisions of all state or local laws prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, genetic information, ancestry, sexual orientation, age, familial status, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, or physical or mental disability, and providing for nondiscrimination and equal opportunity in housing, including without limitation in the implementation of any local preference established under the Comprehensive Permit. Failure or refusal to comply with any such provisions shall be a proper basis for the Subsidizing Agency to take any corrective action it may deem necessary including, without limitation, referral to the appropriate governmental authority for enforcement.

DEFAULTS; REMEDIES

15. (a) If any default, violation, or breach of any provision of this Agreement is not cured to the satisfaction of the Subsidizing Agency within thirty (30) days after the giving of notice to the Developer as provided herein, then at the Subsidizing Agency's option, and without further notice, the Subsidizing Agency may either terminate this Agreement, or the Subsidizing Agency may apply to any state or federal court for specific performance of this Agreement, or the Subsidizing Agency may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct noncompliance with this Agreement. .

(b) If the Subsidizing Agency elects to terminate this Agreement as the result of an uncured breach, violation, or default hereof; then whether the Affordable Units continue to be included in the Subsidized Housing Inventory maintained by the Subsidizing Agency for purposes of the Act shall from the date of such termination be determined solely by the Subsidizing Agency rules and regulations then in effect.

(i) The Developer shall pay all fees and expenses (including legal fees) of the Subsidizing Agency in the event enforcement action is taken against the Developer hereunder. The Subsidizing Agency shall be entitled to seek recovery of its respective fees and expenses incurred in enforcing this Agreement against the Developer and to assert a lien on the Development, junior to the lien securing the Loan, to secure payment by the Developer of such fees and expenses. The Subsidizing Agency may perfect a lien on the Development by recording/filing one or more certificates setting forth the amount of the costs and expenses due and owing in the Registry.

(ii) The Developer hereby grants to the Subsidizing Agency or its designee the right to enter upon the Development for the purpose of enforcing the terms of this Agreement, or of taking all actions with respect to the Development which the Subsidizing Agency may determine to be necessary or appropriate to prevent, remedy or abate any violation of this Agreement.

MONITORING AGENT; FEES; SUCCESSOR SUBSIDIZING AGENCY

16. The Subsidizing Agency intends to monitor the Developer's compliance with the requirements of this Agreement. The Developer hereby agrees to pay the Subsidizing Agency fees for its services hereunder, initially in the annual amount of \$25/Affordable Unit/year, due and payable within ninety (90) days following the end of each fiscal year of the Development; and Developer hereby grants to the Subsidizing Agency a security interest in Development Revenues as security for the payment of such fees subject to the lien of the Mortgage and this Agreement shall constitute a security agreement with respect thereto.

17. The Subsidizing Agency shall have the right to engage a third party (the "Monitoring Agent") to monitor compliance with all or a portion of the ongoing requirements of this Agreement. The Subsidizing Agency shall notify the Developer and the Municipality in the event the Subsidizing Agency engages a Monitoring Agent, and in such event (i) as partial compensation for providing these services, the Developer hereby agrees to pay to the Monitoring Agent an annual monitoring fee in an amount reasonably determined by the Subsidizing Agency, payable within thirty (30) days of the end of each fiscal year of the Developer during the Term of this Agreement, but not in excess of the amounts as authorized by the Subsidizing Agency hereto and any fees payable under Section 17 hereof shall be net of such fees payable to a Monitoring Agent; and (ii) the Developer hereby agrees that the Monitoring Agent shall have the same rights, and be owed the same duties, as the Subsidizing Agency under this Agreement, and shall act on behalf of the Subsidizing Agency hereunder, to the extent that the Subsidizing Agency delegates its rights and duties by written agreement with the Monitoring Agent.

18. The Subsidizing Agency may resign from its duties hereunder upon ninety (90) days prior written notice to the Developer and the Municipality. In such event, the Subsidizing Agency may appoint a successor Subsidizing Agency hereunder who shall succeed to all the duties and rights of the Subsidizing Agency hereunder and the Subsidizing Agency shall turn over all amounts and security held by it hereunder to the successor Subsidizing Agency.

CONSTRUCTION AND FINAL COST CERTIFICATION

19. To ensure adequate monitoring of construction of the Development, the Developer shall provide to the Subsidizing Agency such information as the Subsidizing Agency may reasonably require concerning the expertise, qualifications and scope of work of any construction monitor retained by the Lender. If such information is reasonably acceptable to the Subsidizing Agency, the Developer shall provide to the Subsidizing Agency prior to commencement of construction a certification from the Lender concerning construction monitoring in a form acceptable to the Subsidizing Agency. If the information provided to the Subsidizing Agency is not acceptable to the Subsidizing Agency, or if at any time after acceptance the construction monitor fails to provide adequate construction oversight in accordance with the requirements of the Lender's certification, the Developer shall fund the cost of a construction monitor retained by the Subsidizing Agency. In addition, the Developer shall provide to the Subsidizing Agency evidence that the final plans and specifications for the Development comply with the requirements of the Comprehensive Permit and that the Development was built substantially in accordance with such plans and specifications.

20. Upon Substantial Completion, the Developer shall provide the Subsidizing Agency with a certificate of the architect for the Development in the form of a “Certificate of Substantial Completion” (AIA Form G704) or such other form of completion certificate acceptable to the Subsidizing Agency.

In addition, within ninety (90) days of Substantial Completion, the Developer shall provide the Subsidizing Agency with its Cost Certification for the Development as per the requirements of the Cost Certification Guidance.

As used herein, the term “Substantial Completion” shall mean the time when the construction of the Development is sufficiently complete so that all of the units may be occupied and amenities may be used for their intended purpose, except for designated punch list items and seasonal work which does not interfere with the residential use of the Development.

For the purposes hereof the term “Cost Certification” shall mean the determination by the Subsidizing Agency of the aggregate amount of all Development Costs as a result of its review and approval of: (i) an itemized statement of Total Development Costs together with a statement of gross income from the Development received by the Developer to date in the format provided in the Cost Certification Guidance (the “Cost Examination”). The Cost Certification must be examined in accordance with the attestation standards of the American Institute of Certified Public Accountants (AICPA) by an independent certified public accountant (CPA) and (ii) an owner’s and/or general contractor’s certificate, as provided in the Cost Certification Guidance, executed by the Developer and/or general contractor under penalties of perjury, which identifies the amount of the Construction Contract, the amount of any approved Change Orders, including a listing of such Change Orders, and any amounts due to subcontractors and/or suppliers. “Allowable Development Costs” shall mean any hard costs or soft costs paid or incurred with respect to Development as determined by and in accordance with the Guidelines.

21. **[include for non-LIHTC projects:** In order to ensure that the Developer shall complete the Cost Certification as required by Section 20 hereof, the Developer has provided the Subsidizing Agency herewith adequate financial surety (the “Surety”) provided through a letter of credit, bond or cash payment in the amounts and in accordance with the Comprehensive Permit Rules and in a form approved by the Subsidizing Agency. If the Subsidizing Agency shall determine that the Developer has failed in its obligation to provide Cost Certification as described above, the Subsidizing Agency may draw on such Surety in order to pay the costs of completing Cost Certification.]

ADDITIONAL SECURITY

22. In furtherance of the Developer’s obligations hereunder to construct the Development in accordance with the Plans and Specifications, to comply with the Affordability Requirement and otherwise to comply with its obligations under this Agreement, the Developer shall deliver to the Subsidizing Agency such additional security as the Subsidizing Agency may deem reasonable in form and amount (“Additional Security”). The Subsidizing Agency may waive the requirement for such Additional Security in its sole discretion.

TERM

24. (a) The restrictions contained in this Agreement are intended to be construed as a perpetual affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33, and which has the benefit of Section 32 of said Chapter 184, such that the restrictions contained herein shall not be limited in duration by any rule or operation of law but rather shall run for the full term hereof (the "Term"). This Agreement is made for the benefit of the Department of Housing and Community Development, and the Department of Housing and Community Development shall be deemed to be the holder of the affordable housing restriction created by this Agreement. The Department of Housing and Community Development has determined that the acquiring of such affordable housing restriction is in the public interest.

(b) Notwithstanding subsection 24 (a) above, the provisions of Section 7 herein ("Limited Dividends") shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns, until the date which is ____ (__) years **[the greater of 15 years or the term of the longest subsidy]** from the date of this Agreement (the "Limited Dividend Term").

(c) The Developer intends, declares and covenants, on behalf of itself and its successors and assigns of the Development during the Term of this Agreement, that this Agreement and the covenants and restrictions set forth in this Agreement regulating and restricting the use, occupancy and transfer of the Development (i) shall be and are covenants running with the Development for the Term of this Agreement, binding upon the Developer's successors in title and all subsequent owners and operators of the Development; (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer (and the benefits shall inure to the Subsidizing Agency and its successors and assigns, and any past, present or prospective tenant of the Development during the Term of the Agreement. The Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privity of estate are also deemed to be satisfied, or in the alternative, that an equitable servitude has been created to insure that these restrictions run with the land.

(d) Notwithstanding the foregoing, this Agreement may be released by the Subsidizing Agency if the Development is financed by a state or federal agency and, in connection with such financing, a regulatory agreement acceptable to the Subsidizing Agency is recorded in the Registry. The rights and obligations of the Subsidizing Agency under this Agreement shall continue for the Term.

INDEMNIFICATION/LIMITATION ON LIABILITY

25. The Developer, for itself and its successors and assigns, agrees to indemnify and hold harmless the Subsidizing Agency against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Subsidizing Agency by reason of its relationship to the Development under this Agreement and not involving the Subsidizing Agency acting in bad faith or with gross negligence.

26. The Subsidizing Agency shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence

CASUALTY

27. Subject to the rights of the Lender, Developer agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer shall use reasonable efforts to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement, subject to the approval of the Subsidizing Agency.

DEVELOPER'S REPRESENTATIONS, COVENANTS AND WARRANTIES

28. The Developer hereby represents, covenants and warrants as follows:

(i) The Developer (i) is a _____, duly organized under, and is qualified to transact business under, the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(ii) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(iii) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Development free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, and any other documents executed in connection with the loan from a Construction Lender or Permanent Lender, or other encumbrances permitted by the Subsidizing Agency).

(iv) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

MISCELLANEOUS CONTRACT PROVISIONS

29. This Agreement may not be modified or amended except with the written consent of the Subsidizing Agency or its successors and assigns and Developer or its successors and assigns. The Developer hereby agrees to make such modifications to this Agreement as may be required by the Subsidizing Agent to implement the Comprehensive Permit Rules, as amended from time to time.

30. Developer warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

31. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

32. Any titles or captions contained in this Agreement are for reference only and shall not be deemed a part of this Agreement or play any role in the construction or interpretation hereof.

33. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

34. The terms and conditions of this Agreement have been freely accepted by the parties. The provisions and restrictions contained herein exist to further the mutual purposes and goals of the Subsidizing Agency, the Municipality and the Developer set forth herein to create and preserve access to land and to decent and affordable rental housing opportunities for eligible families who are often denied such opportunities for lack of financial resources.

NOTICES

35. Any notice or other communication in connection with this Agreement shall be in writing and (i) deposited in the United States mail, postage prepaid, by registered or certified mail, or (ii) hand delivered by any commercially recognized courier service or overnight delivery service, such as Federal Express, or (iii) sent by facsimile transmission if a fax number is designated below, addressed as follows:

If to the Developer:

with copies by regular mail or such hand delivery
or facsimile transmission to:

If to the Subsidizing Agency:

Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Director, _____ Program

With a copy to:

Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Chief Legal Counsel

Any such addressee may change its address for such notices to any other address in the United States as such addressee shall have specified by written notice given as set forth above.

A notice shall be deemed to have been given, delivered and received upon the earliest of: (i) if sent by certified or registered mail, on the date of actual receipt (or tender of delivery and refusal thereof) as evidenced by the return receipt; or (ii) if hand delivered by such courier or overnight delivery service, when so delivered or tendered for delivery during customary business hours on a business day at the specified address; or (iii) if facsimile transmission is a permitted means of giving notice, upon receipt as evidenced by confirmation. Notice shall not be deemed to be defective with respect to the recipient thereof for failure of receipt by any other party.

RECORDING

36. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Subsidizing Agency evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

GOVERNING LAW

37. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

CONFLICT

38. In the event of any conflict or inconsistency (including without limitation more restrictive terms) between the terms of the Comprehensive Permit, any other document relating to the Development and the terms of this Agreement, the terms of this Agreement shall control, **[include for LIHTC projects:** provided, however, with reference to the "Tax Credit Regulatory Agreement and Declaration of Restrictive Covenants" [of even date herewith] by and between the Subsidizing Agency and the Developer and recorded [herewith] (the "Tax Credit Regulatory Agreement"), to the extent that there are any conflicts between the Tax Credit Regulatory Agreement and this Agreement concerning obligations of the Developer under the Low Income Housing Tax Credit Program, then the Tax Credit Regulatory Agreement shall control.]

DELEGATION BY THE SUBSIDIZING AGENCY

39. The Subsidizing Agency may delegate its compliance and enforcement obligations under this Agreement to a third party, if the third party meets standards established by the Subsidizing Agency, by providing written notice of such delegation to the Developer and the Municipality. In carrying out the compliance and enforcement obligations of the Subsidizing Agency under this Agreement, such third party shall apply and adhere to the pertinent standards of the Subsidizing Agency.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

DEVELOPER:

By: _____

Name:

Title:

**MASSACHUSETTS DEPARTMENT OF
HOUSING AND COMMUNITY
DEVELOPMENT**, as Subsidizing Agency as
aforesaid

By: _____

Name:

Title:

Attachments:

Exhibit A – Legal Description

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ___ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, the _____ of _____, proved to me through satisfactory evidence of identification, which was (a current driver’s license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this _____ day of _____, 201_, before me, the undersigned notary public, personally appeared _____, the _____ of the Massachusetts Department of Housing and Community Development, proved to me through satisfactory evidence of identification, which was [a current driver’s license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed.

Notary Public

My commission expires:

Exhibit A
Legal Description

SECTION 9

LIST OF EXCEPTIONS/ WAIVER REQUESTS

LELAND HOUSE

21 NEWTON STREET, WALTHAM, MA

LIST OF SPECIAL PERMITS & WAIVERS

Special Permits:

Section 3.511 – Special Permit for Intensity of Use – Allowing for a maximum Floor Area Ratio of 1.15 in the Residence B Zoning District.

Section 3.512 – Special Permit for Use – Allowing a multi-family dwelling not allowed in the Residence B Zoning District.

Waivers:

Ordinance Section	Requirement	Required Waiver(s)	Details of Proposal Requiring Waivers	Waiver Number
3.4	Table of Uses	Allowing a multi-family dwelling not allowed in the Residence B Zoning District	The development has 68 units in the Residence B Zoning District	A
3.52	Development Prospectus Comments	Waiver of Requirement from Development Prospectus Comments		B
3.53	Determinations	Waiver of Requirement from Determinations		C
3.618	Multi-family dwellings	Allowing a multi-family dwelling not allowed in the Residence B Zoning District	The development has 68 units in the Residence B Zoning District	D
4.11	Min. Side Setback	Waiver from required side setback of 10 feet in the Residence B Zoning District	The Development has a northerly side setback of 6'8" in the Residence B Zoning District	E
4.11	Min. Rear Setback	Waiver from required rear setback of 30 feet in the Residence B Zoning District	The Development has a rear setback of 15' in the Residence B Zoning District	F
4.11	Max. FAR by right	Allowing for a maximum Floor Area Ratio of 1.15 in the Residence B Zoning District	The Development has a FAR of 1.15 in the Residence B Zoning District	G
4.11	Multifamily Dwellings	Waiver from the prohibition of multifamily dwellings in the Residence B Zoning District	The development has 68 units in the Residence B Zoning District	H
4.11	Lot Coverage	Waiver from the maximum allowed lot coverage of 30% in the Residence B Zoning District	The development has 38.6% lot coverage in the Residence B Zoning District	I

4.11	Open Space	Allowing for open space of 63% in the Residence B Zoning District	The development has 63% open space in the Residence B Zoning District	J
4.11	Maximum number of Units per Acre in the Residence B District	Allowing 46 units per acre in the Residence B Zoning District	The development has 46 units per acre in the Residence B Zoning District	K
4.11	Minimum Lot Area Per Dwelling Unit in the Residence B Zone	Allowing a minimum lot area per dwelling unit of 240 sq. ft. per unit in the Residence B Zoning District	The development has a minimum lot area of 240 sq. ft. per unit in the Residence B Zoning District	L
4.11	Minimum open space per unit	Allowing minimum open space per unit of 576 sq. ft. in the Residence B Zoning District	The development has minimum open space of 576 sq. ft. in the Residence B Zoning District	M
4.221	Location of accessory buildings in the Residence B Zoning District	Waiver from the requirement that an accessory building be located at least 10 feet from the principal building and 5 feet from the side and rear lot lines	The development has two accessory buildings (sheds). One is located 2 feet from the principal building and 4 feet from the rear lot line. The other is located 4 feet from the side lot line.	N
5.21	Parking Spaces for Multifamily Use	Waiver from the required 2 parking spaces per dwelling unit	The development has 51 parking spaces for 68 dwelling units or .75 spaces per unit	O
5.42	No paved area within 5 feet of a property line or a street line	Waiver from the requirement that there be no paved area within 5 feet of a lot line or a street line in the Residence C Zoning District	The development will have an area of paved area within 5 foot of a lot line or a street line associated with the drive along Newton Street	P
5.91	Loading Areas	Waiver from the requirement to provide 1 12' x 70' loading area	The Development has one proposed loading area at 12' x 30'	Q
6.31	New signs	Waiver of the requirement for a new sign permit		R

SECTION 10

TRAFFIC STUDY

Traffic Impact Study

Proposed Senior Living
Community
Waltham, Massachusetts



Prepared for:
2Life Communities
30 Wallingford Rd
Brighton, MA 02135

Prepared by:
Stantec Consulting Services Inc.

October 21, 2021

TRAFFIC IMPACT STUDY

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TRAFFIC IMPACT STUDY

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1.0 Introduction

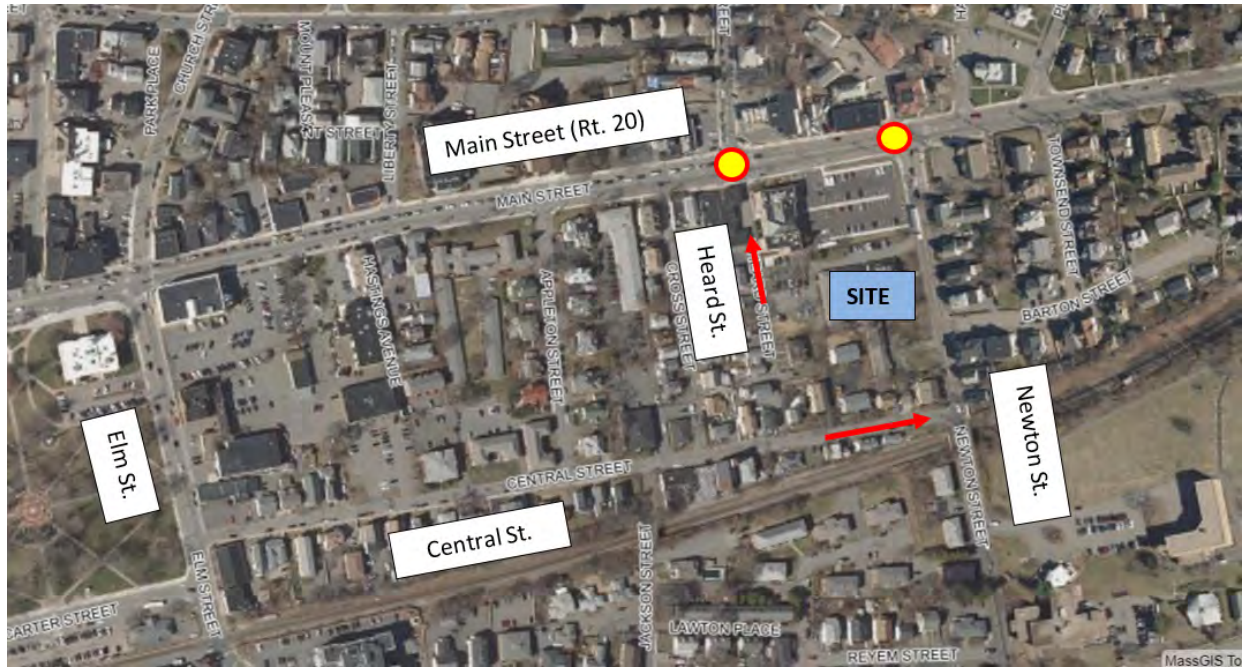
2Life Communities is proposing to build a new senior living community on the site of the current Leland Home located on Newton Street in Waltham, Massachusetts. This traffic study describes existing roadway and traffic conditions in the site vicinity and provides forecasts of future traffic conditions with and without the proposed development. Traffic operations analyses were performed to assess the adequacy of the roadway system to safely accommodate the expected new vehicle trips associated with the proposed development.

Overall, the proposed project will have a minimal impact on area traffic operations adding less than one percent to the peak hour traffic demands.

1.1 Project Description

The proposed project will include up to 68 dwelling units for seniors in a new building to be constructed on site of the Leland Home, an existing 38-bed rest home that closed in September 2020. The new building will be supported by 51 on-site parking spaces accessed by way of a two-way entrance driveway from Heard Street. A pick-up/drop-off area will be provided on Newton Street. The project site and its location relative to the area roadway system are shown in Figure 1.

Figure 1 Site Locus Map and Study Area Intersections



1.2 Study Area

The traffic study area includes two signalized intersections located proximate to the project site. These are:

- Main Street (Route 20)/Newton Street/Carver Circle; and,
- Main Street (Route 20)/Heard Street/Lyman Street.

The study area intersections are located relative to the project site in Figure 1.

2.0 Existing Conditions

Existing transportation conditions for the study area were established based on field visits, a review of available roadway plans and prior studies, and the collection of new traffic data. Presented below are existing roadway, traffic, safety, and public transportation conditions.

2.1 Roadways

Regional access to the project area is provided by way on Main Street, State Route 20. The project site is located approximately 300 feet south of Main Street and is accessed by way of Heard Street and Newton Street both of which enter Main Street from the south.

2.1.1 Main Street (Route 20)

Main Street is functionally classified by MassDOT as an urban principal arterial under local jurisdiction. It is a two-lane, two-way roadway with turning lanes at the study area intersections. Its orientation is generally east/west, and no speed limit postings were observed in the study area. There are no bicycle accommodations on either side of the roadway. A paved sidewalk is provided on both sides of the roadway in the study area. The roadway carries US Route 20 through the study area and serves as a major commercial artery connecting Waltham Center with Watertown and points east. Between Heard Street and Newton Street no parking is permitted along Main Street except or a short section on the north side of the roadway just west of Newton and adjacent to retail businesses.

2.1.2 Newton Street

Newton Street is functionally classified by MassDOT as an urban minor arterial under local jurisdiction. It is a two-lane, two-way roadway through the study area, with turning lanes at Main Street. Its orientation is generally north/south, and no speed limit postings were observed. There are no bicycle accommodations on either side of the roadway. A paved sidewalk is provided on both sides of the roadway in the study area. Newton Street connects the Main Street corridor with residential areas south of the Charles River. No parking is permitted on Newton Street

2.1.3 Heard Street

Heard Street is functionally classified by MassDOT as a local roadway under local jurisdiction. It is a one-lane, one-way northbound roadway. No speed limit postings were observed in the project area. There are no bicycle accommodations present, and there are narrow sidewalks on both sides of the roadway. Heard Street connects to Central

Street, a one-way eastbound street, approximately 520 feet south of Main Street. No parking is permitted on Heard Street however, vehicles were observed parked on the east side of the roadway in several areas.

2.2 Intersections

The two study intersections on Main Street are at Newton Street and at Heard Street. The Heard Street intersection is located approximately 345 feet west of Newton Street. Traffic control and geometric conditions at the study area intersections are described below.

2.2.1 Main Street (Route 20) at Newton Street/Craven Circle

- Intersection type: four-way signalized; protected left-turn phasing provided westbound; exclusive pedestrian interval provided
- Northbound approach (Newton Street): left-turn lane and shared through/right-turn lane
- Southbound approach (Craven Circle): single lane for all movements
- Eastbound approach (Main Street): left-turn lane and shared through/right-turn lane
- Westbound approach (Main Street): shared left-turn/through lane and right-turn lane
- Sidewalks: both sides of Main Street and Newton Street, none on Craven Circle

2.2.2 Main Street (Route 20) at Heard Street/Lyman Street

- Intersection type: four way, signalized; protected left-turn phasing provided eastbound; exclusive pedestrian interval provided
- Northbound approach (Heard Street) single lane for all movements
- Southbound approach (Lyman Street): single lane for all movements
- Eastbound approach (Main Street): left-turn lane and through lane
- Westbound approach (Main Street): through lane and right turn lane
- Sidewalks: Both sides of all approaches

2.3 Traffic Volumes

Commuter peak period traffic volume data was collected for the study area roadways in July 2021. Vehicle turning movement and classification counts (TMC's) were conducted during the morning (7:00 to 9:00 AM) and afternoon (4:00 to 6:00 PM) peak commuter periods on Tuesday, July 20, 2021. The peak hours occur from 8:00 to 9:00 AM and from 5:00 to 6:00 PM. Truck volumes comprise from 1.5 to 7.6 percent of the peak hour traffic on Main Street. During the AM peak there are 6.3 percent trucks on Newton Street and 3.7 percent trucks on Heard Street. Truck percentages are much lower in the

PM peak period. The collected traffic volume data including pedestrian and bicycle counts are included in the appendix. The collected volume data were used to develop the AM and PM existing peak hour traffic volume networks shown in Figures 2 and 3, respectively. As shown, Main Street volumes are generally balanced by direction during both peak hours. is more heavily used traveling eastbound toward Watertown during the AM peak hour and westbound during the PM peak hour. Newton Street is more heavily traveled northbound during the AM peak hour.

Figure 2 Existing AM Peak Hour Traffic Volumes

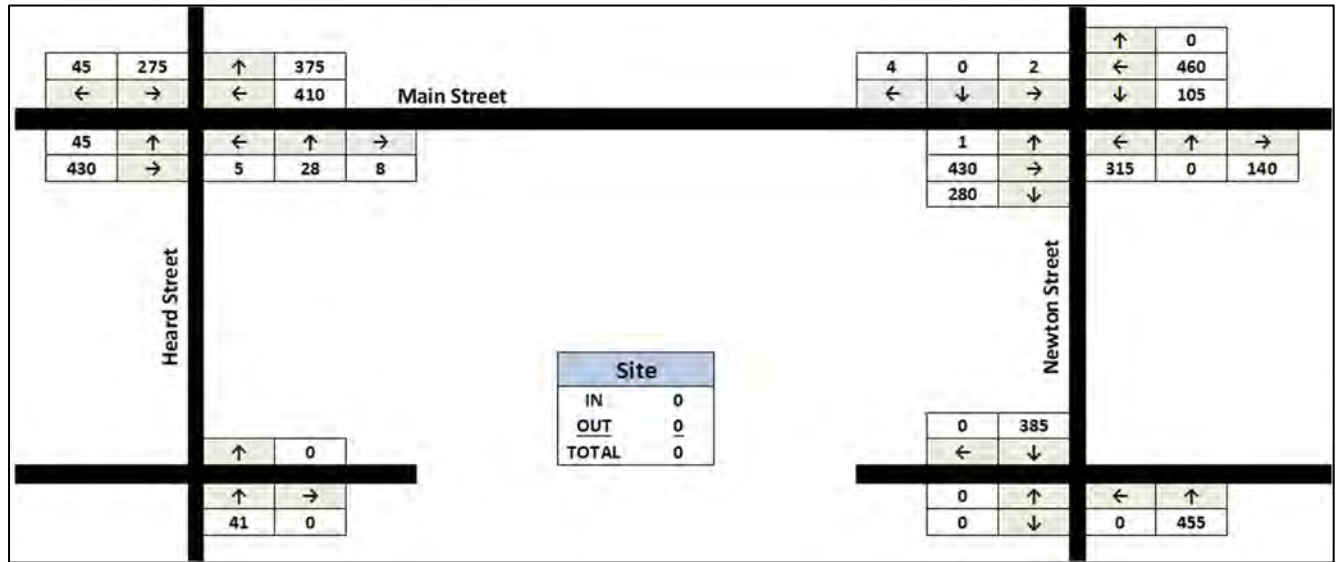
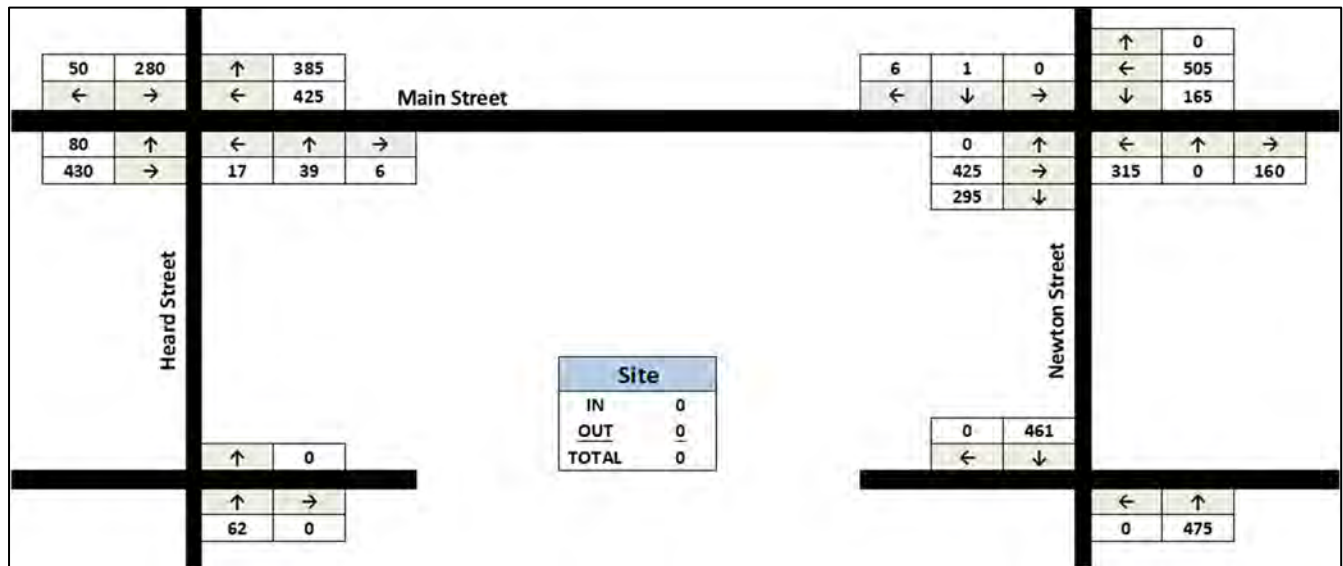


Figure 3 Existing PM Peak Hour Traffic Volumes



2.4 Traffic Operations

Traffic operations analyses were conducted to determine existing intersection operating levels of service.

2.4.1 Level of Service

Level of service (LOS) is a term used to describe the quality of traffic flow on a roadway facility at a point in time. It is an aggregate measure of travel delay, travel speed, congestion, driver discomfort, convenience, and safety based on a comparison of roadway system capacity to roadway system travel demand. Operating levels of service are reported on a scale of A to F with A representing the best operating conditions with little or no delay to motorists and F representing the worst operating conditions with long delays and traffic demands sometimes exceeding roadway capacity. Procedures for calculating intersection operating levels of service are defined in the *Highway Capacity Manual*, published by the Transportation Research Board.

The level of service for an intersection or a lane group is based on delay. Delays can be measured in the field or calculated as a function of a number of factors including traffic volume; peaking characteristic of the traffic flow; percentage of heavy vehicles in the traffic stream; the number of travel lanes and lane use; intersection approach grades; and, pedestrian activity. The calculations also yield volume-to-capacity ratios for lane groups and the intersection overall. A volume-to-capacity ratio of 1.0 indicates that the lane group or the critical movements at the intersection are operating at theoretical capacity. The specific delay criteria applied per the *2010 Highway Capacity Manual* to determine operating levels of service are summarized in Table 1.

Table 1 Signalized Intersection Level of Service Criteria

Level of Service	Average Delay per Vehicle (Seconds)
A	≤10.0
B	10.1 to 20.0
C	20.1 to 35.0
D	35.1 to 55.0
E	55.1 to 80.0
F ¹	>80.0

¹Level of Service F is also assigned to individual lane groups if the volume-to-capacity ratio exceeds 1.0.

2.4.2 Existing Intersection Operations

Capacity analysis results for the study area intersections are presented in Table 2 below. As shown, the Newton Street/Main Street intersection operates at a Level of Service C in both the AM and PM peak hours in the existing condition. The Heard Street/Main Street intersection operates at a Level of Service B in both peak hours. Supporting level of service calculations are attached.

Table 2 Existing Intersection Operating Levels of Service

Intersection	Peak Hour	LOS ¹	Delay ²	V/C ³
Signalized Locations:				
Newton Street/Main Street	AM	C	20.9	0.63
	PM	C	20.6	0.65
Heard Street/Main Street	AM	B	18.3	0.57
	PM	B	19.2	0.59

¹LOS= Level of Service, ²Delay = Average delay expressed in seconds per vehicle, ³V/C = Volume-to-capacity ratio for the intersection overall

2.5 Safety

Traffic safety conditions were documented by reviewing the crash history for the study area intersections using the MassDOT crash database. Reports for 2017 through 2019, the latest three years available, were reviewed. MassDOT reported 56 crashes at the two intersections. Table 3 provides a summary of the reported crashes by year, type, severity, and location. As shown, the higher number of crashes occurred at the Main Street intersection with Heard Street and Lyman Street. There were no fatal crashes at either intersection.

Table 3 Main Street Intersection Crashes – 2017 through 2019

	At Newton Street	At Heard Street	Combined
Year			
2017	9	15	24
2018	6	8	14
2019	8	10	18
Total	23	33	56
Type			
Angle	11	10	21
Rear-end	5	12	17
Head-on	1	3	4
Single Vehicle Crash	2	2	4
Sideswipe	4	5	9
Other/Not Reported	0	1	1
Total	23	33	56
Severity			
Property Damage	16	28	44
Personal Injury	7	3	10
Fatality	0	0	0
Not Reported	0	2	2
Total	23	33	56
Crash Rate*			
MassDOT District 4	0.73	0.73	
MassDOT Statewide	0.78	0.78	
Intersection	1.01	1.58	

*Crashes Per Million Entering Vehicles (MEV)

Also shown are calculated crash rates for the Main Street intersections. These rates are compared to the statewide and districtwide average crash rates for signalized intersections. Crash rates are reported in units of crashes per one million vehicles entering the intersection (MEV). The crash rates experienced at both Main Street intersections are significantly higher than the MassDOT averages. This is not unsurprising given the busy commercial and commuting corridor on Main Street. The intersection crash data, as well as the crash rate worksheets, are attached.

2.6 Public Transportation

The project area is well served by public transportation. MBTA bus route 70 runs on Main Street through the study area with stops outbound at Newton Street and inbound at Heard Street. Route 70 connects Waltham Common with University Park in Cambridge via Watertown, Allston, and Central Square. MBTA Bus Route 558, which runs on River Street about 0.2 miles south of the project site, stops at the intersection of River and Newton Streets. Route 558 runs from Riverside Station to Newton Corner via Waltham Common. The MBTA Fitchburg Commuter Rail Line has a stop at Waltham Common approximately 0.5 miles southwest of the project site. The Fitchburg Line provides regional access to the area operating between North Station in Boston, and Wachusett Station in Westminister via Acton, Leominster, and Fitchburg.

3.0 Assessment of Impacts

Traffic and roadway conditions in the study area were projected to a future design year. Future traffic forecasts were developed for two scenarios:

- 2026 without the proposed development (referred to as the No Build condition)
- 2026 with the proposed development (referred to as the Build condition)

The No Build traffic condition considers anticipated future background traffic growth exclusive of the proposed senior housing development. The Build traffic condition superimposes anticipated traffic associated with the proposed development on the No Build traffic volumes. Details of the assumptions made to define future conditions are described below as are the expected future peak-hour intersection operations.

3.1 No Build Conditions

No Build traffic flow networks were developed by considering the anticipated traffic impacts of planned new development in the site vicinity and by application of an overall traffic growth rate to reflect impacts of potential land-use changes outside of the project area and other factors.

Historic traffic volume data can typically be used to identify past traffic growth trends and past trends are often referenced to project future traffic demands. Historical volume data compiled by MassDOT for the Boston region covering pre-pandemic conditions, 2016 to 2019, indicate a 0.5 percent per year growth rate.

City staff were contacted to identify and planned development projects in the site vicinity that may also directly and significantly impact area traffic volumes once built. No major pending projects were identified.

The 2026 No Build traffic flow networks are shown in Figures 4 and 5 for the AM and PM peak hours, respectively. The No Build networks include existing traffic volumes increased by 2.5 percent (0.5 percent per year for five years).

Figure 4 2026 No Build AM Peak Hour Traffic Volumes

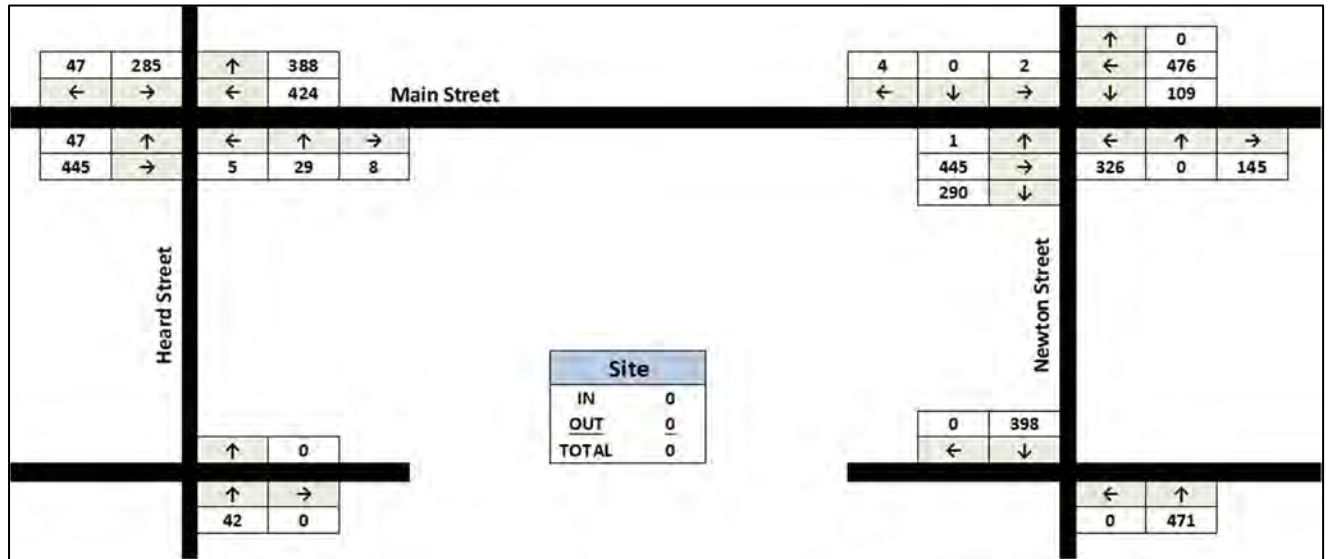
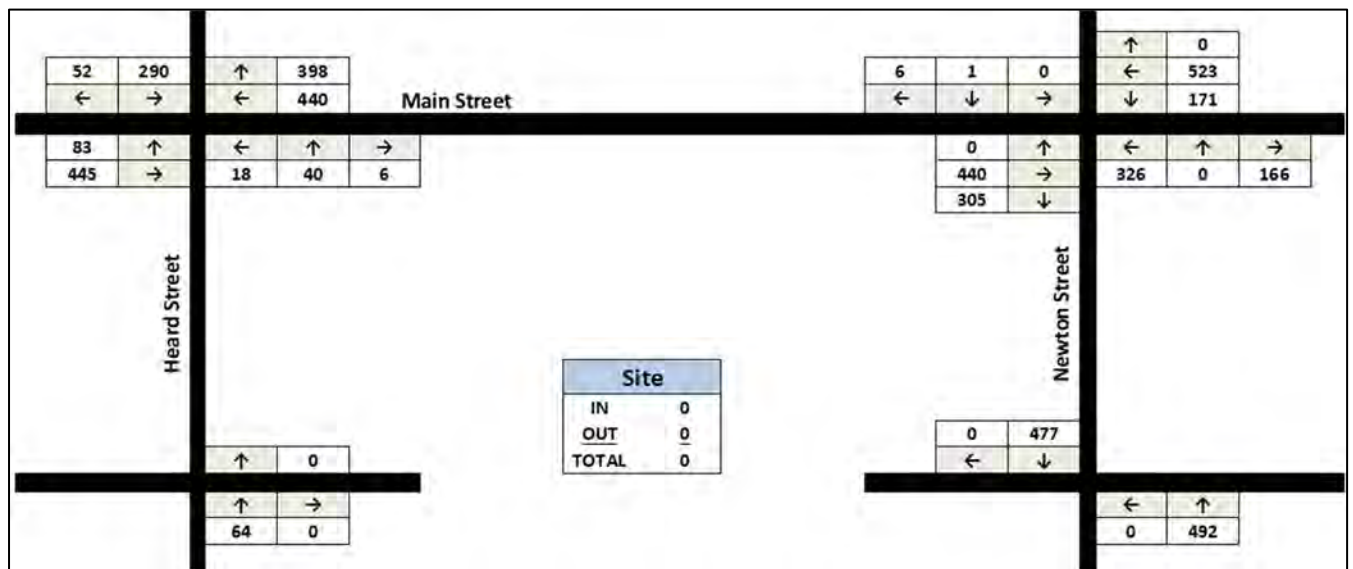


Figure 5 2026 No Build PM Peak Hour Traffic Volumes



3.2 Future Build Conditions

Potential traffic generation for the proposed senior housing development was determined and then assigned to the roadway network. The 2028 No Build volumes were then compared to 2028 Build roadway traffic volumes. Traffic operations for the Existing, No Build and Build scenarios were also compared.

3.2.1 Trip Generation

Daily and peak-hour vehicle trip generation estimates for the proposed development were determined using trip generation rates available from the most recent edition of *Trip Generation* published by the Institute of Transportation Engineers (ITE). The ITE provides vehicle trip rates for various land uses based on data collected at existing facilities. Trip rates applied for this project relate to Senior Adult Housing – Attached – ITE Land Use Code #252. As shown in Table 4, the proposed project is expected to generate approximately 248 vehicle trips on a typical weekday, including 13 trips during the morning commuter peak hour and 19 trips during the afternoon commuter peak hour.

Table 4 Project Vehicle Trip Generation

Trip Direction	AM Peak Hour	PM Peak Hour	Daily
Entering	4	10	124
Exiting	9	9	124
Total	13	19	248
Assumes 68 dwelling units.			

3.2.2 Trip Distribution and Assignment

The trip distribution assumed for the proposed senior housing development is based on the existing traffic patterns in the study area and the site location relative to likely travel destinations. The vehicle trip distribution assumed for this project is:

- To/from the West via Main Street: 30%
- To/from the East via Main Street: 30%
- To/from the North via Lyman Street: 20%
- To/from the South via Newton Street: 20%

Anticipated site traffic was assigned to the roadway network based on this the above trip distribution assuming that traffic enters and exits parking at Heard Street and uses Newton Street for pick-up/drop-off activity.

3.2.3 Build Traffic Volumes

Build traffic volumes are comprised of the 2026 No Build volumes plus the proposed development trips. The 2026 Build traffic volumes are shown in Figures 6 and 7 for the AM and PM commuter peak hours, respectively.

Figure 6 2026 Build AM Peak Hour Traffic Volumes

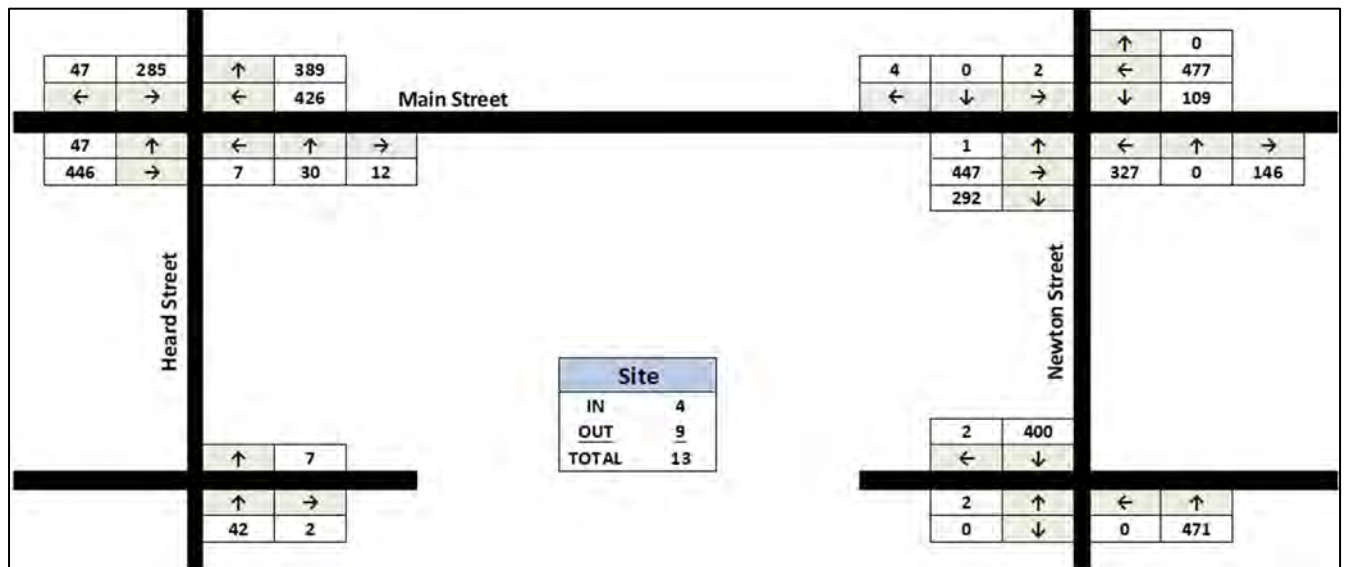
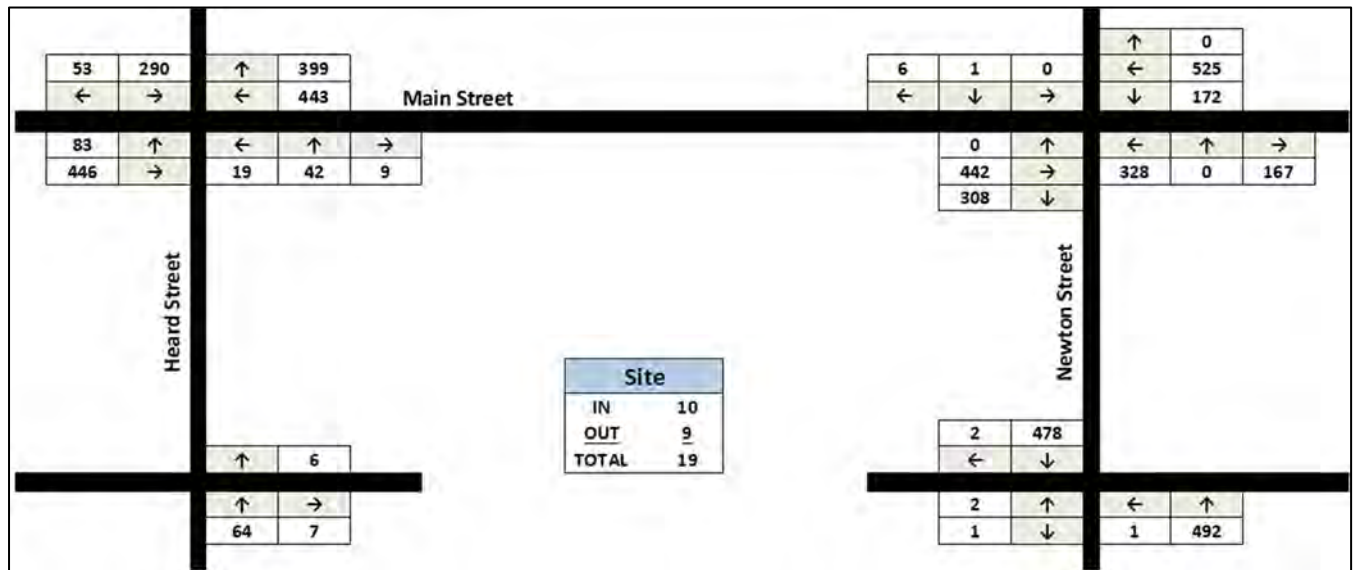


Figure 7 2026 Build PM Peak Hour Traffic Volumes



3.2.4 Traffic Increases

The No Build and Build traffic volume networks were compared to quantify the project-related traffic increases on the roadway system. Traffic increases due to the proposed project represent less than one percent of the No Build AM and PM peak hour traffic volumes entering the two study area intersections as shown in Table 5. The project will add approximately nine AM peak hour and nine PM peak hour vehicle trips to Heard Street north of the project site. Two to seven new trips will be added to Heard Street south of the project site.

Table 5 Project Related Traffic Increases

Intersection	Peak Hour	Entering Volume		
		No Build	Project Trips	% Increase
Newton Street/Main Street	AM	1798	7	0.4%
	PM	1938	11	0.6%
Heard Street/Main Street	AM	1678	11	0.7%
	PM	1772	12	0.7%

3.3 Future Traffic Operating Conditions

Traffic operations analyses were completed for the study area intersections under future conditions following the procedures used to assess existing operating conditions.

Capacity analysis results for the study area intersections are compared in Table 6. As shown, traffic delays under No Build conditions are similar to the Existing conditions at both intersections. **The proposed senior community will have relatively nominal impacts adding less than one second per vehicle to the calculated delay at either intersection, and not measurably affecting capacity at either location.**

Table 6 Intersection Level of Service Comparison

Intersection	Peak Hour	Existing			2025 No-Build			2025 Build		
		LOS ¹	Delay ²	V/C ³	LOS	Delay	V/C	LOS	Delay	V/C
Newton Street/Main Street	AM	C	20.9	0.63	C	21.4	0.66	C	21.5	0.66
	PM	C	20.6	0.65	C	21.1	0.68	C	21.2	0.68
Heard Street/Main Street	AM	B	18.3	0.57	B	18.8	0.60	B	18.9	0.60
	PM	B	19.2	0.59	B	19.9	0.62	C	20.2	0.62

¹ LOS= Level of Service, ² Delay = Average delay expressed in seconds per vehicle, ³ V/C = Volume-to-capacity ratio for critical movements

4.0 Findings and Recommendations

As explained above, the proposed development will not have a significant impact on traffic operations at the two study area intersections.

Independent of the above, 2Life is committed to minimizing site vehicle traffic generation by offering on-site conveniences and shared travel services to residents. Elements of 2Life’s “travel demand management plan” include but are not limited to the following:

- Assistance in accessing the MBTA’s “The Ride” para-transit service for medical visits;
- Assistance accessing ride-hailing services such as Uber, and Lyft;
- Assistance in accessing delivery services for food, medicine, and retail items, and,
- Coordination with shuttle services offered by the Waltham Council on Aging.

Further the project intends to have the following conveniences available on-site:

- Café and grab-and-go market available every day;
- Social and educational events; and,
- On-site fitness and wellness programs

The project site is located adjacent to the Waltham senior center. The proximity of the proposed community to the senior center will further help minimize site generated vehicular traffic. Residents looking to participate in programs and activities at the senior center will be able to walk to this facility. These trips will not add traffic to the roadway system.

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APPENDICES

TRAFFIC IMPACT STUDY

Appendix A Traffic Count Data

October 21, 2021

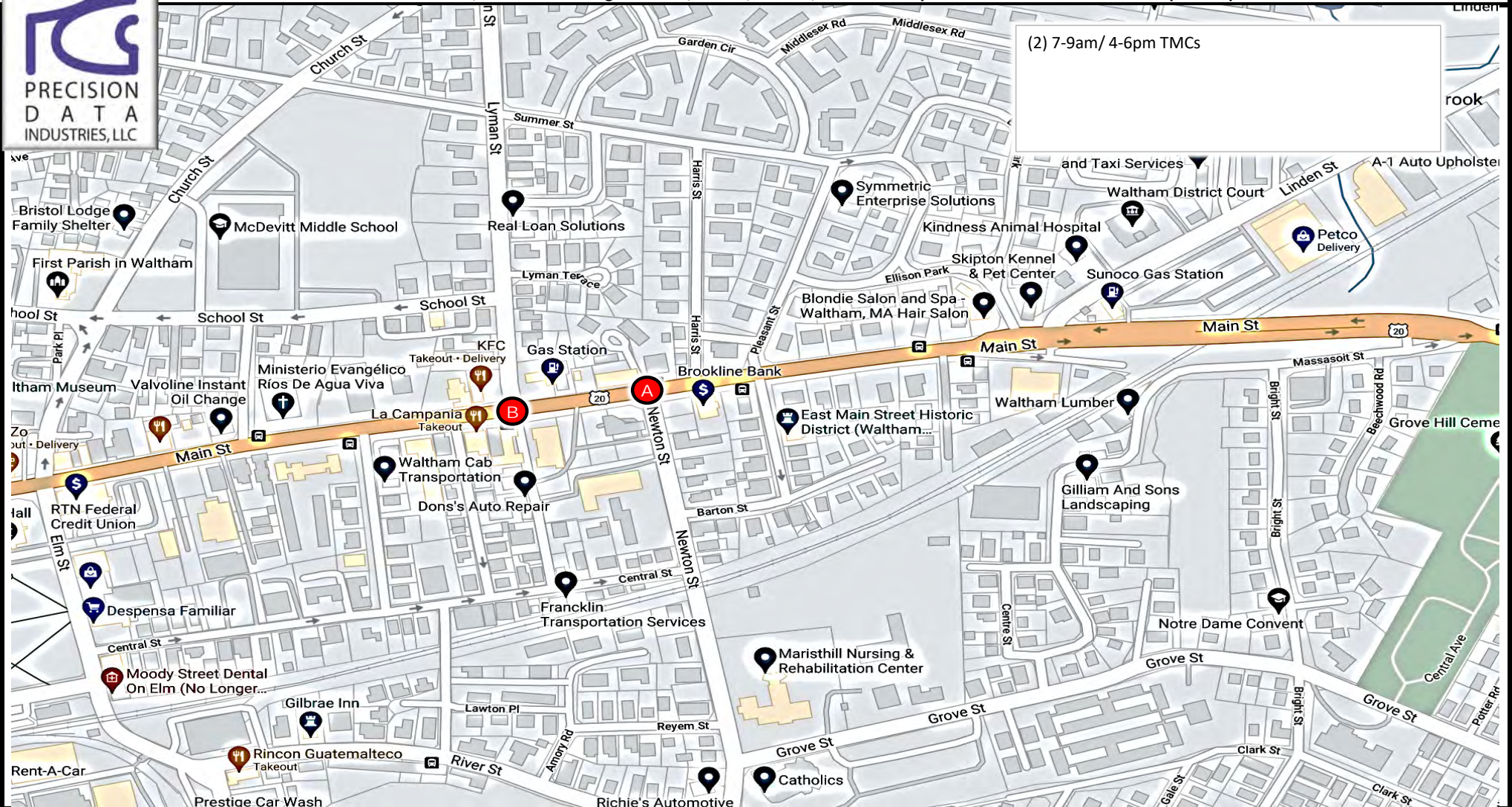
Appendix A Traffic Count Data



Location Map: 218071 Waltham, MA

Precision Data Industries, LLC 157 Washington Street, Suite 2, Hudson, MA 01749 ph: 508-875-0100 email: datarequests@pdillc.com

(2) 7-9am / 4-6pm TMCs



Client: Stantec	Engineer: P. Calves	Site Code:	Date: Tues 7/20/2021	PDI Job # 218071	City, State: Waltham, MA
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PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Cars and Heavy Vehicles (Combined)

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	1	0	0	0	1	0	94	24	0	118	26	0	48	0	74	33	99	0	0	132	325
7:15 AM	0	0	0	0	0	0	104	37	0	141	29	0	58	0	87	50	103	0	0	153	381
7:30 AM	0	0	0	0	0	1	84	34	0	119	35	0	60	0	95	53	106	0	0	159	373
7:45 AM	0	0	0	0	0	1	120	26	0	147	36	0	68	0	104	82	115	0	1	198	449
Total	1	0	0	0	1	2	402	121	0	525	126	0	234	0	360	218	423	0	1	642	1528
8:00 AM	2	0	0	0	2	0	95	23	0	118	35	0	75	0	110	69	120	1	0	190	420
8:15 AM	2	0	2	0	4	0	110	27	0	137	23	0	79	0	102	61	83	0	0	144	387
8:30 AM	0	0	0	0	0	0	120	25	0	145	39	0	91	0	130	79	119	0	0	198	473
8:45 AM	0	0	0	0	0	0	134	32	0	166	45	0	69	0	114	72	108	0	0	180	460
Total	4	0	2	0	6	0	459	107	0	566	142	0	314	0	456	281	430	1	0	712	1740
Grand Total	5	0	2	0	7	2	861	228	0	1091	268	0	548	0	816	499	853	1	1	1354	3268
Approach %	71.4	0.0	28.6	0.0		0.2	78.9	20.9	0.0		32.8	0.0	67.2	0.0		36.9	63.0	0.1	0.1		
Total %	0.2	0.0	0.1	0.0	0.2	0.1	26.3	7.0	0.0	33.4	8.2	0.0	16.8	0.0	25.0	15.3	26.1	0.0	0.0	41.4	
Exiting Leg Total	3					1123					727					1415					3268
Cars	5	0	2	0	7	2	789	217	0	1008	263	0	502	0	765	479	780	1	1	1261	3041
% Cars	100.0	0.0	100.0	0.0	100.0	100.0	91.6	95.2	0.0	92.4	98.1	0.0	91.6	0.0	93.8	96.0	91.4	100.0	100.0	93.1	93.1
Exiting Leg Total	3					1045					696					1297					3041
Heavy Vehicles	0	0	0	0	0	0	72	11	0	83	5	0	46	0	51	20	73	0	0	93	227
% Heavy Vehicles	0.0	0.0	0.0	0.0	0.0	0.0	8.4	4.8	0.0	7.6	1.9	0.0	8.4	0.0	6.3	4.0	8.6	0.0	0.0	6.9	6.9
Exiting Leg Total	0					78					31					118					227

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

8:00 AM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
8:00 AM	2	0	0	0	2	0	95	23	0	118	35	0	75	0	110	69	120	1	0	190	420
8:15 AM	2	0	2	0	4	0	110	27	0	137	23	0	79	0	102	61	83	0	0	144	387
8:30 AM	0	0	0	0	0	0	120	25	0	145	39	0	91	0	130	79	119	0	0	198	473
8:45 AM	0	0	0	0	0	0	134	32	0	166	45	0	69	0	114	72	108	0	0	180	460
Total Volume	4	0	2	0	6	0	459	107	0	566	142	0	314	0	456	281	430	1	0	712	1740
% Approach Total	66.7	0.0	33.3	0.0		0.0	81.1	18.9	0.0		31.1	0.0	68.9	0.0		39.5	60.4	0.1	0.0		
PHF	0.500	0.000	0.250	0.000	0.375	0.000	0.856	0.836	0.000	0.852	0.789	0.000	0.863	0.000	0.877	0.889	0.896	0.250	0.000	0.899	0.920
Cars	4	0	2	0	6	0	428	101	0	529	140	0	294	0	434	272	401	1	0	674	1643
Cars %	100.0	0.0	100.0	0.0	100.0	0.0	93.2	94.4	0.0	93.5	98.6	0.0	93.6	0.0	95.2	96.8	93.3	100.0	0.0	94.7	94.4
Heavy Vehicles	0	0	0	0	0	0	31	6	0	37	2	0	20	0	22	9	29	0	0	38	97
Heavy Vehicles %	0.0	0.0	0.0	0.0	0.0	0.0	6.8	5.6	0.0	6.5	1.4	0.0	6.4	0.0	4.8	3.2	6.7	0.0	0.0	5.3	5.6
Cars Enter Leg	4	0	2	0	6	0	428	101	0	529	140	0	294	0	434	272	401	1	0	674	1643
Heavy Enter Leg	0	0	0	0	0	0	31	6	0	37	2	0	20	0	22	9	29	0	0	38	97
Total Entering Leg	4	0	2	0	6	0	459	107	0	566	142	0	314	0	456	281	430	1	0	712	1740
Cars Exiting Leg	1					543					373					726					1643
Heavy Exiting Leg	0					31					15					51					97
Total Exiting Leg	1					574					388					777					1740

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Cars

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
7:00 AM	1	0	0	0	1	0	80	22	0	102	26	0	41	0	67	27	87	0	0	114	284					
7:15 AM	0	0	0	0	0	0	94	37	0	131	28	0	55	0	83	46	91	0	0	137	351					
7:30 AM	0	0	0	0	0	1	77	33	0	111	33	0	53	0	86	52	96	0	0	148	345					
7:45 AM	0	0	0	0	0	1	110	24	0	135	36	0	59	0	95	82	105	0	1	188	418					
Total	1	0	0	0	1	2	361	116	0	479	123	0	208	0	331	207	379	0	1	587	1398					
8:00 AM	2	0	0	0	2	0	86	21	0	107	34	0	72	0	106	67	112	1	0	180	395					
8:15 AM	2	0	2	0	4	0	99	25	0	124	23	0	72	0	95	57	79	0	0	136	359					
8:30 AM	0	0	0	0	0	0	115	24	0	139	39	0	86	0	125	77	110	0	0	187	451					
8:45 AM	0	0	0	0	0	0	128	31	0	159	44	0	64	0	108	71	100	0	0	171	438					
Total	4	0	2	0	6	0	428	101	0	529	140	0	294	0	434	272	401	1	0	674	1643					
Grand Total	5	0	2	0	7	2	789	217	0	1008	263	0	502	0	765	479	780	1	1	1261	3041					
Approach %	71.4	0.0	28.6	0.0		0.2	78.3	21.5	0.0		34.4	0.0	65.6	0.0		38.0	61.9	0.1	0.1							
Total %	0.2	0.0	0.1	0.0	0.2	0.1	25.9	7.1	0.0	33.1	8.6	0.0	16.5	0.0	25.2	15.8	25.6	0.0	0.0		41.5					
Exiting Leg Total						3					1045					696					1297					3041

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
8:00 AM	2	0	0	0	2	0	86	21	0	107	34	0	72	0	106	67	112	1	0	180	395					
8:15 AM	2	0	2	0	4	0	99	25	0	124	23	0	72	0	95	57	79	0	0	136	359					
8:30 AM	0	0	0	0	0	0	115	24	0	139	39	0	86	0	125	77	110	0	0	187	451					
8:45 AM	0	0	0	0	0	0	128	31	0	159	44	0	64	0	108	71	100	0	0	171	438					
Total Volume	4	0	2	0	6	0	428	101	0	529	140	0	294	0	434	272	401	1	0	674	1643					
% Approach Total	66.7	0.0	33.3	0.0		0.0	80.9	19.1	0.0		32.3	0.0	67.7	0.0		40.4	59.5	0.1	0.0							
PHF	0.500	0.000	0.250	0.000	0.375	0.000	0.836	0.815	0.000	0.832	0.795	0.000	0.855	0.000	0.868	0.883	0.895	0.250	0.000	0.901	0.911					
Entering Leg	4	0	2	0	6	0	428	101	0	529	140	0	294	0	434	272	401	1	0	674	1643					
Exiting Leg						1					543					373					726					1643
Total						7					1072					807					1400					3286

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**



Heavy Vehicles-Combined (Buses, Single-Unit Trucks, Articulated Trucks)

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	14	2	0	16	0	0	7	0	7	6	12	0	0	18	41
7:15 AM	0	0	0	0	0	0	10	0	0	10	1	0	3	0	4	4	12	0	0	16	30
7:30 AM	0	0	0	0	0	0	7	1	0	8	2	0	7	0	9	1	10	0	0	11	28
7:45 AM	0	0	0	0	0	0	10	2	0	12	0	0	9	0	9	0	10	0	0	10	31
Total	0	0	0	0	0	0	41	5	0	46	3	0	26	0	29	11	44	0	0	55	130
8:00 AM	0	0	0	0	0	0	9	2	0	11	1	0	3	0	4	2	8	0	0	10	25
8:15 AM	0	0	0	0	0	0	11	2	0	13	0	0	7	0	7	4	4	0	0	8	28
8:30 AM	0	0	0	0	0	0	5	1	0	6	0	0	5	0	5	2	9	0	0	11	22
8:45 AM	0	0	0	0	0	0	6	1	0	7	1	0	5	0	6	1	8	0	0	9	22
Total	0	0	0	0	0	0	31	6	0	37	2	0	20	0	22	9	29	0	0	38	97
Grand Total	0	0	0	0	0	0	72	11	0	83	5	0	46	0	51	20	73	0	0	93	227
Approach %	0.0	0.0	0.0	0.0	0.0	0.0	86.7	13.3	0.0	83.0	9.8	0.0	90.2	0.0	51.0	21.5	78.5	0.0	0.0	93.0	
Total %	0.0	0.0	0.0	0.0	0.0	0.0	31.7	4.8	0.0	36.6	2.2	0.0	20.3	0.0	22.5	8.8	32.2	0.0	0.0	41.0	
Exiting Leg Total	0					78					31					118					227
Buses	0	0	0	0	0	0	14	1	0	15	0	0	4	0	4	6	12	0	0	18	37
% Buses	0.0	0.0	0.0	0.0	0.0	0.0	19.4	9.1	0.0	18.1	0.0	0.0	8.7	0.0	7.8	30.0	16.4	0.0	0.0	19.4	16.3
Exiting Leg Total	0					12					7					18					37
Single-Unit Trucks	0	0	0	0	0	0	45	9	0	54	5	0	37	0	42	12	49	0	0	61	157
% Single-Unit	0.0	0.0	0.0	0.0	0.0	0.0	62.5	81.8	0.0	65.1	100.0	0.0	80.4	0.0	82.4	60.0	67.1	0.0	0.0	65.6	69.2
Exiting Leg Total	0					54					21					82					157
Articulated Trucks	0	0	0	0	0	0	13	1	0	14	0	0	5	0	5	2	12	0	0	14	33
% Articulated	0.0	0.0	0.0	0.0	0.0	0.0	18.1	9.1	0.0	16.9	0.0	0.0	10.9	0.0	9.8	10.0	16.4	0.0	0.0	15.1	14.5
Exiting Leg Total	0					12					3					18					33

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	14	2	0	16	0	0	7	0	7	6	12	0	0	18	41
7:15 AM	0	0	0	0	0	0	10	0	0	10	1	0	3	0	4	4	12	0	0	16	30
7:30 AM	0	0	0	0	0	0	7	1	0	8	2	0	7	0	9	1	10	0	0	11	28
7:45 AM	0	0	0	0	0	0	10	2	0	12	0	0	9	0	9	0	10	0	0	10	31
Total Volume	0	0	0	0	0	0	41	5	0	46	3	0	26	0	29	11	44	0	0	55	130
% Approach Total	0.0	0.0	0.0	0.0	0.0	0.0	89.1	10.9	0.0	80.4	10.3	0.0	89.7	0.0	51.0	20.0	80.0	0.0	0.0	93.0	
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.732	0.625	0.000	0.719	0.375	0.000	0.722	0.000	0.806	0.458	0.917	0.000	0.000	0.764	0.793
Buses	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	1	6	0	0	7	13
Buses %	0.0	0.0	0.0	0.0	0.0	0.0	14.6	0.0	0.0	13.0	0.0	0.0	0.0	0.0	0.0	9.1	13.6	0.0	0.0	12.7	10.0
Single-Unit Trucks	0	0	0	0	0	0	26	4	0	30	3	0	23	0	26	8	31	0	0	39	95
Single-Unit %	0.0	0.0	0.0	0.0	0.0	0.0	63.4	80.0	0.0	65.2	100.0	0.0	88.5	0.0	89.7	72.7	70.5	0.0	0.0	70.9	73.1
Articulated Trucks	0	0	0	0	0	0	9	1	0	10	0	0	3	0	3	2	7	0	0	9	22
Articulated %	0.0	0.0	0.0	0.0	0.0	0.0	22.0	20.0	0.0	21.7	0.0	0.0	11.5	0.0	10.3	18.2	15.9	0.0	0.0	16.4	16.9
Buses	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	1	6	0	0	7	13
Single-Unit Trucks	0	0	0	0	0	0	26	4	0	30	3	0	23	0	26	8	31	0	0	39	95
Articulated Trucks	0	0	0	0	0	0	9	1	0	10	0	0	3	0	3	2	7	0	0	9	22
Total Entering Leg	0	0	0	0	0	0	41	5	0	46	3	0	26	0	29	11	44	0	0	55	130
Buses	0					6					1					6					13
Single-Unit Trucks	0					34					12					49					95
Articulated Trucks	0					7					3					12					22
Total Exiting Leg	0					47					16					67					130

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Buses

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1	1	0	0	2	3
7:15 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3
7:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
7:45 AM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	2	0	0	2	5
Total	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	1	6	0	0	7	13
8:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	2	2	0	0	4	6
8:15 AM	0	0	0	0	0	0	4	1	0	5	0	0	2	0	2	2	1	0	0	3	10
8:30 AM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	1	0	0	2	4
8:45 AM	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	0	2	0	0	2	4
Total	0	0	0	0	0	0	8	1	0	9	0	0	4	0	4	5	6	0	0	11	24
Grand Total	0	0	0	0	0	0	14	1	0	15	0	0	4	0	4	6	12	0	0	18	37
Approach %	0.0	0.0	0.0	0.0		0.0	93.3	6.7	0.0		0.0	0.0	100.0	0.0		33.3	66.7	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	37.8	2.7	0.0	40.5	0.0	0.0	10.8	0.0	10.8	16.2	32.4	0.0	0.0	48.6	
Exiting Leg Total	0					12					7					18					37

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

7:45 AM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:45 AM	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	2	0	0	2	5
8:00 AM	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	2	2	0	0	4	6
8:15 AM	0	0	0	0	0	0	4	1	0	5	0	0	2	0	2	2	1	0	0	3	10
8:30 AM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	1	0	0	2	4
Total Volume	0	0	0	0	0	0	10	1	0	11	0	0	3	0	3	5	6	0	0	11	25
% Approach Total	0.0	0.0	0.0	0.0		0.0	90.9	9.1	0.0		0.0	0.0	100.0	0.0		45.5	54.5	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.625	0.250	0.000	0.550	0.000	0.000	0.375	0.000	0.375	0.625	0.750	0.000	0.000	0.688	0.625
Entering Leg	0	0	0	0	0	0	10	1	0	11	0	0	3	0	3	5	6	0	0	11	25
Exiting Leg	0					6					6					13					25
Total	0					17					9					24					50

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Single-Unit Trucks

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	8	1	0	9	0	0	7	0	7	4	10	0	0	14	30
7:15 AM	0	0	0	0	0	0	7	0	0	7	1	0	3	0	4	3	9	0	0	12	23
7:30 AM	0	0	0	0	0	0	5	1	0	6	2	0	5	0	7	1	8	0	0	9	22
7:45 AM	0	0	0	0	0	0	6	2	0	8	0	0	8	0	8	0	4	0	0	4	20
Total	0	0	0	0	0	0	26	4	0	30	3	0	23	0	26	8	31	0	0	39	95
8:00 AM	0	0	0	0	0	0	5	2	0	7	1	0	1	0	2	0	4	0	0	4	13
8:15 AM	0	0	0	0	0	0	7	1	0	8	0	0	4	0	4	2	2	0	0	4	16
8:30 AM	0	0	0	0	0	0	2	1	0	3	0	0	5	0	5	1	7	0	0	8	16
8:45 AM	0	0	0	0	0	0	5	1	0	6	1	0	4	0	5	1	5	0	0	6	17
Total	0	0	0	0	0	0	19	5	0	24	2	0	14	0	16	4	18	0	0	22	62
Grand Total	0	0	0	0	0	0	45	9	0	54	5	0	37	0	42	12	49	0	0	61	157
Approach %	0.0	0.0	0.0	0.0		0.0	83.3	16.7	0.0		11.9	0.0	88.1	0.0		19.7	80.3	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	28.7	5.7	0.0	34.4	3.2	0.0	23.6	0.0	26.8	7.6	31.2	0.0	0.0	38.9	
Exiting Leg Total	0					54					21					82					157

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

7:00 AM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	8	1	0	9	0	0	7	0	7	4	10	0	0	14	30
7:15 AM	0	0	0	0	0	0	7	0	0	7	1	0	3	0	4	3	9	0	0	12	23
7:30 AM	0	0	0	0	0	0	5	1	0	6	2	0	5	0	7	1	8	0	0	9	22
7:45 AM	0	0	0	0	0	0	6	2	0	8	0	0	8	0	8	0	4	0	0	4	20
Total Volume	0	0	0	0	0	0	26	4	0	30	3	0	23	0	26	8	31	0	0	39	95
% Approach Total	0.0	0.0	0.0	0.0		0.0	86.7	13.3	0.0		11.5	0.0	88.5	0.0		20.5	79.5	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.813	0.500	0.000	0.833	0.375	0.000	0.719	0.000	0.813	0.500	0.775	0.000	0.000	0.696	0.792
Entering Leg	0	0	0	0	0	0	26	4	0	30	3	0	23	0	26	8	31	0	0	39	95
Exiting Leg	0					34					12					49					95
Total	0					64					38					88					190

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Articulated Trucks

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	5	1	0	6	0	0	0	0	0	1	1	0	0	2	8
7:15 AM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	1	0	0	2	4
7:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	2	0	2	0	1	0	0	1	4
7:45 AM	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	0	4	0	0	4	6
Total	0	0	0	0	0	0	9	1	0	10	0	0	3	0	3	2	7	0	0	9	22
8:00 AM	0	0	0	0	0	0	3	0	0	3	0	0	1	0	1	0	2	0	0	2	6
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	2
8:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Total	0	0	0	0	0	0	4	0	0	4	0	0	2	0	2	0	5	0	0	5	11
Grand Total	0	0	0	0	0	0	13	1	0	14	0	0	5	0	5	2	12	0	0	14	33
Approach %	0.0	0.0	0.0	0.0		0.0	92.9	7.1	0.0		0.0	0.0	100.0	0.0		14.3	85.7	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	39.4	3.0	0.0	42.4	0.0	0.0	15.2	0.0	15.2	6.1	36.4	0.0	0.0	42.4	
Exiting Leg Total	0					12					3					18					33

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

7:00 AM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	0	0	0	0	5	1	0	6	0	0	0	0	0	1	1	0	0	2	8
7:15 AM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	1	0	0	2	4
7:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	2	0	2	0	1	0	0	1	4
7:45 AM	0	0	0	0	0	0	1	0	0	1	0	0	1	0	1	0	4	0	0	4	6
Total Volume	0	0	0	0	0	0	9	1	0	10	0	0	3	0	3	2	7	0	0	9	22
% Approach Total	0.0	0.0	0.0	0.0		0.0	90.0	10.0	0.0		0.0	0.0	100.0	0.0		22.2	77.8	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.450	0.250	0.000	0.417	0.000	0.000	0.375	0.000	0.375	0.500	0.438	0.000	0.000	0.563	0.688
Entering Leg	0	0	0	0	0	0	9	1	0	10	0	0	3	0	3	2	7	0	0	9	22
Exiting Leg	0					7					3					12					22
Total	0					17					6					21					44

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Bicycles (on Roadway and Crosswalks)

	Craven Circle								Main Street (Route 20)								Newton Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1	2		
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1		
7:45 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	1	0	2	0	0	0	0	0	2	4		
Total	0	0	0	0	0	0	0	0	1	0	0	0	1	1	0	1	0	0	0	2	0	4	0	0	0	0	0	4	7				
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1		
8:15 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	2		
8:30 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2	0	0	0	0	2	0	0	0	0	0	0	0	0	3		
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	3	0	0	0	0	0	0	0	0	3			
Total	0	0	0	0	0	0	0	0	2	0	0	0	2	0	0	3	0	2	1	6	0	1	0	0	0	0	0	1	9				
Grand Total	0	0	0	0	0	0	0	0	3	0	0	0	3	1	0	4	0	2	1	8	0	5	0	0	0	0	0	5	16				
Approach %	0.0	0.0	0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0	0.0		12.5	0.0	50.0	0.0	25.0	12.5	0.0	100.0	0.0	0.0	0.0	0.0								
Total %	0.0	0.0	0.0	0.0	0.0	0.0		0.0	18.8	0.0	0.0	0.0	18.8	6.3	0.0	25.0	0.0	12.5	6.3	50.0	0.0	31.3	0.0	0.0	0.0	0.0	31.3						
Exiting Leg Total	0								6								3								7	16							

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Craven Circle								Main Street (Route 20)								Newton Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
7:45 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	1	0	2	0	0	0	0	0	2	4		
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1		
8:15 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	2		
8:30 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2	0	0	0	0	2	0	0	0	0	0	0	0	0	3		
Total Volume	0	0	0	0	0	0	0	0	3	0	0	0	3	0	0	4	0	0	0	4	0	3	0	0	0	0	0	3	10				
% Approach Total	0.0	0.0	0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0	0.0		0.0	0.0	100.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0								
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.750	0.000	0.000	0.000	0.750	0.000	0.000	0.500	0.000	0.000	0.500	0.000	0.375	0.000	0.000	0.000	0.000	0.375	0.625						
Entering Leg	0	0	0	0	0	0	0	0	3	0	0	0	3	0	0	4	0	0	0	4	0	3	0	0	0	0	3	10					
Exiting Leg	0								3								0								7	10							
Total	0								6								4								10	20							

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Pedestrians

	Craven Circle								Main Street (Route 20)								Newton Street								Main Street (Route 20)								Total						
	from North								from East								from South								from West														
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total								
7:00 AM	0	0	0	0	2	0	2	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
7:15 AM	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	2	
7:30 AM	0	0	0	0	1	1	2	0	0	0	0	0	1	1	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
7:45 AM	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	3	3						
Total	0	0	0	0	3	4	7	0	0	0	0	1	2	3	0	0	0	0	1	0	1	0	0	0	0	2	0	2	0	0	0	0	2	0	2	13			
8:00 AM	0	0	0	0	1	3	4	0	0	0	0	0	1	1	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6		
8:15 AM	0	0	0	0	2	4	6	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8		
8:30 AM	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1		
8:45 AM	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
Total	0	0	0	0	3	9	12	0	0	0	0	0	3	3	0	0	0	0	2	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18			
Grand Total	0	0	0	0	6	13	19	0	0	0	0	1	5	6	0	0	0	0	3	1	4	0	0	0	0	2	0	2	0	0	0	0	2	0	2	31			
Approach %	0	0	0	0	31.6	68.4		0	0	0	0	16.7	83.3		0	0	0	0	75	25		0	0	0	0	100	0												
Total %	0	0	0	0	19.4	41.9	61.3	0	0	0	0	3.23	16.1	19.4	0	0	0	0	9.68	3.23	12.9	0	0	0	0	6.45	0	6.45											
Exiting Leg Total	19							6							4							2							31										

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Craven Circle								Main Street (Route 20)								Newton Street								Main Street (Route 20)								Total					
	from North								from East								from South								from West													
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total							
7:30 AM	0	0	0	0	1	1	2	0	0	0	0	0	1	1	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
7:45 AM	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	3
8:00 AM	0	0	0	0	1	3	4	0	0	0	0	0	1	1	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
8:15 AM	0	0	0	0	2	4	6	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Total Volume	0	0	0	0	4	10	14	0	0	0	0	0	4	4	0	0	0	0	0	2	0	2	0	0	0	0	0	1	0	1	0	0	0	0	1	0	1	21
% Approach Total	0.0	0.0	0.0	0.0	28.6	71.4		0.0	0.0	0.0	0.0	0.0	100.0		0.0	0.0	0.0	0.0	100.0	0.0		0.0	0.0	0.0	0.0	100.0	0.0											
PHF	0.000	0.000	0.000	0.000	0.500	0.625	0.583	0.000	0.000	0.000	0.000	0.500	0.500	0.000	0.000	0.000	0.000	0.500	0.000	0.500	0.000	0.000	0.000	0.000	0.250	0.000	0.250								0.656			
Entering Leg	0	0	0	0	4	10	14	0	0	0	0	0	4	4	0	0	0	0	2	0	2	0	0	0	0	0	1	0	1	0	0	0	0	1	0	1	21	
Exiting Leg	14							4							2							1							21									
Total	28							8							4							2							42									

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Cars and Heavy Vehicles (Combined)

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	1	0	0	0	1	0	126	42	0	168	38	0	76	0	114	66	112	1	0	179	462
4:15 PM	1	0	0	0	1	1	112	41	0	154	46	0	88	0	134	81	99	0	0	180	469
4:30 PM	1	0	0	0	1	1	113	47	0	161	22	0	94	0	116	55	116	1	0	172	450
4:45 PM	1	0	0	0	1	1	130	39	0	170	29	1	67	0	97	53	118	1	0	172	440
Total	4	0	0	0	4	3	481	169	0	653	135	1	325	0	461	255	445	3	0	703	1821
5:00 PM	2	0	0	0	2	1	123	37	0	161	43	1	79	0	123	77	97	2	1	177	463
5:15 PM	1	0	0	0	1	0	122	47	0	169	45	0	87	0	132	71	110	2	0	183	485
5:30 PM	2	0	0	0	2	0	123	41	0	164	42	0	77	0	119	77	108	0	0	185	470
5:45 PM	1	1	0	0	2	1	138	39	0	178	30	1	70	0	101	72	110	0	0	182	463
Total	6	1	0	0	7	2	506	164	0	672	160	2	313	0	475	297	425	4	1	727	1881
Grand Total	10	1	0	0	11	5	987	333	0	1325	295	3	638	0	936	552	870	7	1	1430	3702
Approach %	90.9	9.1	0.0	0.0		0.4	74.5	25.1	0.0		31.5	0.3	68.2	0.0		38.6	60.8	0.5	0.1		
Total %	0.3	0.0	0.0	0.0	0.3	0.1	26.7	9.0	0.0	35.8	8.0	0.1	17.2	0.0	25.3	14.9	23.5	0.2	0.0	38.6	
Exiting Leg Total	15					1165					886					1636					3702
Cars	10	1	0	0	11	5	956	327	0	1288	292	3	624	0	919	539	845	7	1	1392	3610
% Cars	100.0	100.0	0.0	0.0	100.0	100.0	96.9	98.2	0.0	97.2	99.0	100.0	97.8	0.0	98.2	97.6	97.1	100.0	100.0	97.3	97.5
Exiting Leg Total	15					1137					867					1591					3610
Heavy Vehicles	0	0	0	0	0	0	31	6	0	37	3	0	14	0	17	13	25	0	0	38	92
% Heavy Vehicles	0.0	0.0	0.0	0.0	0.0	0.0	3.1	1.8	0.0	2.8	1.0	0.0	2.2	0.0	1.8	2.4	2.9	0.0	0.0	2.7	2.5
Exiting Leg Total	0					28					19					45					92

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

5:00 PM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
5:00 PM	2	0	0	0	2	1	123	37	0	161	43	1	79	0	123	77	97	2	1	177	463
5:15 PM	1	0	0	0	1	0	122	47	0	169	45	0	87	0	132	71	110	2	0	183	485
5:30 PM	2	0	0	0	2	0	123	41	0	164	42	0	77	0	119	77	108	0	0	185	470
5:45 PM	1	1	0	0	2	1	138	39	0	178	30	1	70	0	101	72	110	0	0	182	463
Total Volume	6	1	0	0	7	2	506	164	0	672	160	2	313	0	475	297	425	4	1	727	1881
% Approach Total	85.7	14.3	0.0	0.0		0.3	75.3	24.4	0.0		33.7	0.4	65.9	0.0		40.9	58.5	0.6	0.1		
PHF	0.750	0.250	0.000	0.000	0.875	0.500	0.917	0.872	0.000	0.944	0.889	0.500	0.899	0.000	0.900	0.964	0.966	0.500	0.250	0.982	0.970
Cars	6	1	0	0	7	2	496	160	0	658	158	2	311	0	471	293	416	4	1	714	1850
Cars %	100.0	100.0	0.0	0.0	100.0	100.0	98.0	97.6	0.0	97.9	98.8	100.0	99.4	0.0	99.2	98.7	97.9	100.0	100.0	98.2	98.4
Heavy Vehicles	0	0	0	0	0	0	10	4	0	14	2	0	2	0	4	4	9	0	0	13	31
Heavy Vehicles %	0.0	0.0	0.0	0.0	0.0	0.0	2.0	2.4	0.0	2.1	1.3	0.0	0.6	0.0	0.8	1.3	2.1	0.0	0.0	1.8	1.6
Cars Enter Leg	6	1	0	0	7	2	496	160	0	658	158	2	311	0	471	293	416	4	1	714	1850
Heavy Enter Leg	0	0	0	0	0	0	10	4	0	14	2	0	2	0	4	4	9	0	0	13	31
Total Entering Leg	6	1	0	0	7	2	506	164	0	672	160	2	313	0	475	297	425	4	1	727	1881
Cars Exiting Leg	8					574					454					814					1850
Heavy Exiting Leg	0					11					8					12					31
Total Exiting Leg	8					585					462					826					1881

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Cars

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
4:00 PM	1	0	0	0	1	0	121	42	0	163	38	0	73	0	111	61	109	1	0	171	446					
4:15 PM	1	0	0	0	1	1	107	41	0	149	45	0	84	0	129	79	96	0	0	175	454					
4:30 PM	1	0	0	0	1	1	109	46	0	156	22	0	93	0	115	54	109	1	0	164	436					
4:45 PM	1	0	0	0	1	1	123	38	0	162	29	1	63	0	93	52	115	1	0	168	424					
Total	4	0	0	0	4	3	460	167	0	630	134	1	313	0	448	246	429	3	0	678	1760					
5:00 PM	2	0	0	0	2	1	121	36	0	158	41	1	79	0	121	76	96	2	1	175	456					
5:15 PM	1	0	0	0	1	0	120	47	0	167	45	0	87	0	132	69	108	2	0	179	479					
5:30 PM	2	0	0	0	2	0	121	40	0	161	42	0	76	0	118	76	104	0	0	180	461					
5:45 PM	1	1	0	0	2	1	134	37	0	172	30	1	69	0	100	72	108	0	0	180	454					
Total	6	1	0	0	7	2	496	160	0	658	158	2	311	0	471	293	416	4	1	714	1850					
Grand Total	10	1	0	0	11	5	956	327	0	1288	292	3	624	0	919	539	845	7	1	1392	3610					
Approach %	90.9	9.1	0.0	0.0		0.4	74.2	25.4	0.0		31.8	0.3	67.9	0.0		38.7	60.7	0.5	0.1							
Total %	0.3	0.0	0.0	0.0	0.3	0.1	26.5	9.1	0.0	35.7	8.1	0.1	17.3	0.0	25.5	14.9	23.4	0.2	0.0	38.6						
Exiting Leg Total						15					1137					867					1591					3610

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
5:00 PM	2	0	0	0	2	1	121	36	0	158	41	1	79	0	121	76	96	2	1	175	456					
5:15 PM	1	0	0	0	1	0	120	47	0	167	45	0	87	0	132	69	108	2	0	179	479					
5:30 PM	2	0	0	0	2	0	121	40	0	161	42	0	76	0	118	76	104	0	0	180	461					
5:45 PM	1	1	0	0	2	1	134	37	0	172	30	1	69	0	100	72	108	0	0	180	454					
Total Volume	6	1	0	0	7	2	496	160	0	658	158	2	311	0	471	293	416	4	1	714	1850					
% Approach Total	85.7	14.3	0.0	0.0		0.3	75.4	24.3	0.0		33.5	0.4	66.0	0.0		41.0	58.3	0.6	0.1							
PHF	0.750	0.250	0.000	0.000	0.875	0.500	0.925	0.851	0.000	0.956	0.878	0.500	0.894	0.000	0.892	0.964	0.963	0.500	0.250	0.992	0.966					
Entering Leg	6	1	0	0	7	2	496	160	0	658	158	2	311	0	471	293	416	4	1	714	1850					
Exiting Leg						8					574					454					814					1850
Total						15					1232					925					1528					3700

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**



Heavy Vehicles-Combined (Buses, Single-Unit Trucks, Articulated Trucks)

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	5	0	0	5	0	0	3	0	3	5	3	0	0	8	16
4:15 PM	0	0	0	0	0	0	5	0	0	5	1	0	4	0	5	2	3	0	0	5	15
4:30 PM	0	0	0	0	0	0	4	1	0	5	0	0	1	0	1	1	7	0	0	8	14
4:45 PM	0	0	0	0	0	0	7	1	0	8	0	0	4	0	4	1	3	0	0	4	16
Total	0	0	0	0	0	0	21	2	0	23	1	0	12	0	13	9	16	0	0	25	61
5:00 PM	0	0	0	0	0	0	2	1	0	3	2	0	0	0	2	1	1	0	0	2	7
5:15 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2	2	0	0	4	6
5:30 PM	0	0	0	0	0	0	2	1	0	3	0	0	1	0	1	1	4	0	0	5	9
5:45 PM	0	0	0	0	0	0	4	2	0	6	0	0	1	0	1	0	2	0	0	2	9
Total	0	0	0	0	0	0	10	4	0	14	2	0	2	0	4	4	9	0	0	13	31
Grand Total	0	0	0	0	0	0	31	6	0	37	3	0	14	0	17	13	25	0	0	38	92
Approach %	0.0	0.0	0.0	0.0	0.0	0.0	83.8	16.2	0.0	37.1	17.6	0.0	82.4	0.0	40.2	34.2	65.8	0.0	0.0	41.3	
Total %	0.0	0.0	0.0	0.0	0.0	0.0	33.7	6.5	0.0	40.2	3.3	0.0	15.2	0.0	18.5	14.1	27.2	0.0	0.0	41.3	
Exiting Leg Total	0					28					19					45					92
Buses	0	0	0	0	0	0	12	1	0	13	1	0	1	0	2	5	13	0	0	18	33
% Buses	0.0	0.0	0.0	0.0	0.0	0.0	38.7	16.7	0.0	35.1	33.3	0.0	7.1	0.0	11.8	38.5	52.0	0.0	0.0	47.4	35.9
Exiting Leg Total	0					14					6					13					33
Single-Unit Trucks	0	0	0	0	0	0	14	5	0	19	2	0	10	0	12	8	10	0	0	18	49
% Single-Unit	0.0	0.0	0.0	0.0	0.0	0.0	45.2	83.3	0.0	51.4	66.7	0.0	71.4	0.0	70.6	61.5	40.0	0.0	0.0	47.4	53.3
Exiting Leg Total	0					12					13					24					49
Articulated Trucks	0	0	0	0	0	0	5	0	0	5	0	0	3	0	3	0	2	0	0	2	10
% Articulated	0.0	0.0	0.0	0.0	0.0	0.0	16.1	0.0	0.0	13.5	0.0	0.0	21.4	0.0	17.6	0.0	8.0	0.0	0.0	5.3	10.9
Exiting Leg Total	0					2					0					8					10

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	5	0	0	5	0	0	3	0	3	5	3	0	0	8	16
4:15 PM	0	0	0	0	0	0	5	0	0	5	1	0	4	0	5	2	3	0	0	5	15
4:30 PM	0	0	0	0	0	0	4	1	0	5	0	0	1	0	1	1	7	0	0	8	14
4:45 PM	0	0	0	0	0	0	7	1	0	8	0	0	4	0	4	1	3	0	0	4	16
Total Volume	0	0	0	0	0	0	21	2	0	23	1	0	12	0	13	9	16	0	0	25	61
% Approach Total	0.0	0.0	0.0	0.0	0.0	0.0	91.3	8.7	0.0	37.1	7.7	0.0	92.3	0.0	40.2	36.0	64.0	0.0	0.0	41.3	
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.750	0.500	0.000	0.719	0.250	0.000	0.750	0.000	0.650	0.450	0.571	0.000	0.000	0.781	0.953
Buses	0	0	0	0	0	0	7	1	0	8	1	0	1	0	2	5	7	0	0	12	22
Buses %	0.0	0.0	0.0	0.0	0.0	0.0	33.3	50.0	0.0	34.8	100.0	0.0	8.3	0.0	15.4	55.6	43.8	0.0	0.0	48.0	36.1
Single-Unit Trucks	0	0	0	0	0	0	11	1	0	12	0	0	8	0	8	4	7	0	0	11	31
Single-Unit %	0.0	0.0	0.0	0.0	0.0	0.0	52.4	50.0	0.0	52.2	0.0	0.0	66.7	0.0	61.5	44.4	43.8	0.0	0.0	44.0	50.8
Articulated Trucks	0	0	0	0	0	0	3	0	0	3	0	0	3	0	3	0	2	0	0	2	8
Articulated %	0.0	0.0	0.0	0.0	0.0	0.0	14.3	0.0	0.0	13.0	0.0	0.0	25.0	0.0	23.1	0.0	12.5	0.0	0.0	8.0	13.1
Buses	0	0	0	0	0	0	7	1	0	8	1	0	1	0	2	5	7	0	0	12	22
Single-Unit Trucks	0	0	0	0	0	0	11	1	0	12	0	0	8	0	8	4	7	0	0	11	31
Articulated Trucks	0	0	0	0	0	0	3	0	0	3	0	0	3	0	3	0	2	0	0	2	8
Total Entering Leg	0	0	0	0	0	0	21	2	0	23	1	0	12	0	13	9	16	0	0	25	61
Buses	0					8					6					8					22
Single-Unit Trucks	0					7					5					19					31
Articulated Trucks	0					2					0					6					8
Total Exiting Leg	0					17					11					33					61

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Buses

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2	2	0	0	4	6
4:15 PM	0	0	0	0	0	0	2	0	0	2	1	0	1	0	2	1	1	0	0	2	6
4:30 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	2	0	0	3	5
4:45 PM	0	0	0	0	0	0	1	1	0	2	0	0	0	0	0	1	2	0	0	3	5
Total	0	0	0	0	0	0	7	1	0	8	1	0	1	0	2	5	7	0	0	12	22
5:00 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	3
5:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2
5:45 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	3
Total	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	6	0	0	6	11
Grand Total	0	0	0	0	0	0	12	1	0	13	1	0	1	0	2	5	13	0	0	18	33
Approach %	0.0	0.0	0.0	0.0		0.0	92.3	7.7	0.0		50.0	0.0	50.0	0.0		27.8	72.2	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	36.4	3.0	0.0	39.4	3.0	0.0	3.0	0.0	6.1	15.2	39.4	0.0	0.0	54.5	
Exiting Leg Total	0					14					6					13					33

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

4:00 PM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2	2	0	0	4	6
4:15 PM	0	0	0	0	0	0	2	0	0	2	1	0	1	0	2	1	1	0	0	2	6
4:30 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	1	2	0	0	3	5
4:45 PM	0	0	0	0	0	0	1	1	0	2	0	0	0	0	0	1	2	0	0	3	5
Total Volume	0	0	0	0	0	0	7	1	0	8	1	0	1	0	2	5	7	0	0	12	22
% Approach Total	0.0	0.0	0.0	0.0		0.0	87.5	12.5	0.0		50.0	0.0	50.0	0.0		41.7	58.3	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.875	0.250	0.000	1.000	0.250	0.000	0.250	0.000	0.250	0.625	0.875	0.000	0.000	0.750	0.917
Entering Leg	0	0	0	0	0	0	7	1	0	8	1	0	1	0	2	5	7	0	0	12	22
Exiting Leg	0					8					6					8					22
Total	0					16					8					20					44

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Single-Unit Trucks

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	3	0	0	3	0	0	2	0	2	3	1	0	0	4	9
4:15 PM	0	0	0	0	0	0	2	0	0	2	0	0	3	0	3	1	1	0	0	2	7
4:30 PM	0	0	0	0	0	0	2	1	0	3	0	0	0	0	0	0	4	0	0	4	7
4:45 PM	0	0	0	0	0	0	4	0	0	4	0	0	3	0	3	0	1	0	0	1	8
Total	0	0	0	0	0	0	11	1	0	12	0	0	8	0	8	4	7	0	0	11	31
5:00 PM	0	0	0	0	0	0	0	1	0	1	2	0	0	0	2	1	0	0	0	1	4
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	2
5:30 PM	0	0	0	0	0	0	1	1	0	2	0	0	1	0	1	1	2	0	0	3	6
5:45 PM	0	0	0	0	0	0	2	2	0	4	0	0	1	0	1	0	1	0	0	1	6
Total	0	0	0	0	0	0	3	4	0	7	2	0	2	0	4	4	3	0	0	7	18
Grand Total	0	0	0	0	0	0	14	5	0	19	2	0	10	0	12	8	10	0	0	18	49
Approach %	0.0	0.0	0.0	0.0		0.0	73.7	26.3	0.0		16.7	0.0	83.3	0.0		44.4	55.6	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	28.6	10.2	0.0	38.8	4.1	0.0	20.4	0.0	24.5	16.3	20.4	0.0	0.0	36.7	
Exiting Leg Total	0					12					13					24					49

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

4:00 PM	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	3	0	0	3	0	0	2	0	2	3	1	0	0	4	9
4:15 PM	0	0	0	0	0	0	2	0	0	2	0	0	3	0	3	1	1	0	0	2	7
4:30 PM	0	0	0	0	0	0	2	1	0	3	0	0	0	0	0	0	4	0	0	4	7
4:45 PM	0	0	0	0	0	0	4	0	0	4	0	0	3	0	3	0	1	0	0	1	8
Total Volume	0	0	0	0	0	0	11	1	0	12	0	0	8	0	8	4	7	0	0	11	31
% Approach Total	0.0	0.0	0.0	0.0		0.0	91.7	8.3	0.0		0.0	0.0	100.0	0.0		36.4	63.6	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.688	0.250	0.000	0.750	0.000	0.000	0.667	0.000	0.667	0.333	0.438	0.000	0.000	0.688	0.861
Entering Leg	0	0	0	0	0	0	11	1	0	12	0	0	8	0	8	4	7	0	0	11	31
Exiting Leg	0					7					5					19					31
Total	0					19					13					30					62

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Articulated Trucks

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	2
4:45 PM	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	0	0	0	0	0	3
Total	0	0	0	0	0	0	3	0	0	3	0	0	3	0	3	0	2	0	0	2	8
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:30 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	2
Grand Total	0	0	0	0	0	0	5	0	0	5	0	0	3	0	3	0	2	0	0	2	10
Approach %	0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		0.0	0.0	100.0	0.0		0.0	100.0	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	0.0	50.0	0.0	0.0	50.0	0.0	0.0	30.0	0.0	30.0	0.0	20.0	0.0	0.0	20.0	
Exiting Leg Total	0					2					0					8					10

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Craven Circle					Main Street (Route 20)					Newton Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0
4:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	0	1	2
4:45 PM	0	0	0	0	0	0	2	0	0	2	0	0	1	0	1	0	0	0	0	0	3
Total Volume	0	0	0	0	0	0	3	0	0	3	0	0	3	0	3	0	2	0	0	2	8
% Approach Total	0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		0.0	0.0	100.0	0.0		0.0	100.0	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.000	0.375	0.000	0.000	0.375	0.000	0.000	0.750	0.000	0.750	0.000	0.500	0.000	0.000	0.500	0.667
Entering Leg	0	0	0	0	0	0	3	0	0	3	0	0	3	0	3	0	2	0	0	2	8
Exiting Leg	0					2					0					6					8
Total	0					5					3					8					16

PDI File #: **218071 A**
 Location: **N: Craven Circle S: Newton Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Pedestrians

	Craven Circle								Main Street (Route 20)								Newton Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
4:00 PM	0	0	0	0	1	3	4	0	0	0	0	1	2	3	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	8		
4:15 PM	0	0	0	0	0	2	2	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
4:30 PM	0	0	0	0	1	1	2	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3		
4:45 PM	0	0	0	0	2	4	6	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	8		
Total	0	0	0	0	4	10	14	0	0	0	0	2	3	5	0	0	0	0	2	1	3	0	0	0	0	0	0	0	0	0	22		
5:00 PM	0	0	0	0	1	2	3	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5		
5:15 PM	0	0	0	0	2	3	5	0	0	0	0	1	1	2	0	0	0	0	1	0	1	0	0	0	0	0	1	1	9				
5:30 PM	0	0	0	0	3	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4		
5:45 PM	0	0	0	0	1	6	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	3	10			
Total	0	0	0	0	7	12	19	0	0	0	0	3	1	4	0	0	0	0	1	0	1	0	0	0	0	2	2	4	28				
Grand Total	0	0	0	0	11	22	33	0	0	0	0	5	4	9	0	0	0	0	3	1	4	0	0	0	0	2	2	4	50				
Approach %	0	0	0	0	33.3	66.7		0	0	0	0	55.6	44.4	0	0	0	0	75	25	0	0	0	0	50	50								
Total %	0	0	0	0	22	44	66	0	0	0	0	10	8	18	0	0	0	0	6	2	8	0	0	0	0	4	4	8					
Exiting Leg Total	33							9							4							4	50										

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Craven Circle								Main Street (Route 20)								Newton Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
5:00 PM	0	0	0	0	1	2	3	0	0	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5		
5:15 PM	0	0	0	0	2	3	5	0	0	0	0	1	1	2	0	0	0	0	1	0	1	0	0	0	0	0	1	1	9				
5:30 PM	0	0	0	0	3	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4		
5:45 PM	0	0	0	0	1	6	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	3	10			
Total Volume	0	0	0	0	7	12	19	0	0	0	0	3	1	4	0	0	0	0	1	0	1	0	0	0	0	2	2	4	28				
% Approach Total	0.0	0.0	0.0	0.0	36.8	63.2		0.0	0.0	0.0	0.0	75.0	25.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	50.0	50.0								
PHF	0.000	0.000	0.000	0.000	0.583	0.500	0.679	0.000	0.000	0.000	0.000	0.375	0.250	0.500	0.000	0.000	0.000	0.000	0.250	0.000	0.250	0.000	0.000	0.000	0.000	0.250	0.500	0.333	0.700				
Entering Leg	0	0	0	0	7	12	19	0	0	0	0	3	1	4	0	0	0	0	1	0	1	0	0	0	0	2	2	4	28				
Exiting Leg	19							4							1							4	28										
Total	38							8							2							8	56										

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Cars and Heavy Vehicles (Combined)

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	12	0	34	0	46	56	75	0	0	131	1	8	2	0	11	0	95	9	0	104	292
7:15 AM	8	0	42	0	50	68	95	0	0	163	3	4	2	0	9	0	109	9	0	118	340
7:30 AM	5	0	57	0	62	69	81	0	0	150	4	6	0	0	10	0	114	11	0	125	347
7:45 AM	12	0	73	0	85	93	90	0	0	183	2	5	3	0	10	0	117	15	0	132	410
Total	37	0	206	0	243	286	341	0	0	627	10	23	7	0	40	0	435	44	0	479	1389
8:00 AM	13	0	62	0	75	85	90	0	0	175	1	7	1	0	9	0	121	13	0	134	393
8:15 AM	10	0	64	0	74	94	99	0	0	193	2	9	0	0	11	0	88	7	0	95	373
8:30 AM	11	0	78	0	89	108	104	0	0	212	4	6	3	0	13	0	105	18	0	123	437
8:45 AM	11	0	70	0	81	86	115	0	0	201	1	6	1	0	8	0	114	8	0	122	412
Total	45	0	274	0	319	373	408	0	0	781	8	28	5	0	41	0	428	46	0	474	1615
Grand Total	82	0	480	0	562	659	749	0	0	1408	18	51	12	0	81	0	863	90	0	953	3004
Approach %	14.6	0.0	85.4	0.0		46.8	53.2	0.0	0.0		22.2	63.0	14.8	0.0		0.0	90.6	9.4	0.0		
Total %	2.7	0.0	16.0	0.0	18.7	21.9	24.9	0.0	0.0	46.9	0.6	1.7	0.4	0.0	2.7	0.0	28.7	3.0	0.0	31.7	
Exiting Leg Total	800					1361					0					843					3004
Cars	79	0	458	0	537	629	668	0	0	1297	18	50	10	0	78	0	788	88	0	876	2788
% Cars	96.3	0.0	95.4	0.0	95.6	95.4	89.2	0.0	0.0	92.1	100.0	98.0	83.3	0.0	96.3	0.0	91.3	97.8	0.0	91.9	92.8
Exiting Leg Total	767					1264					0					757					2788
Heavy Vehicles	3	0	22	0	25	30	81	0	0	111	0	1	2	0	3	0	75	2	0	77	216
% Heavy Vehicles	3.7	0.0	4.6	0.0	4.4	4.6	10.8	0.0	0.0	7.9	0.0	2.0	16.7	0.0	3.7	0.0	8.7	2.2	0.0	8.1	7.2
Exiting Leg Total	33					97					0					86					216

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

8:00 AM	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
8:00 AM	13	0	62	0	75	85	90	0	0	175	1	7	1	0	9	0	121	13	0	134	393
8:15 AM	10	0	64	0	74	94	99	0	0	193	2	9	0	0	11	0	88	7	0	95	373
8:30 AM	11	0	78	0	89	108	104	0	0	212	4	6	3	0	13	0	105	18	0	123	437
8:45 AM	11	0	70	0	81	86	115	0	0	201	1	6	1	0	8	0	114	8	0	122	412
Total Volume	45	0	274	0	319	373	408	0	0	781	8	28	5	0	41	0	428	46	0	474	1615
% Approach Total	14.1	0.0	85.9	0.0		47.8	52.2	0.0	0.0		19.5	68.3	12.2	0.0		0.0	90.3	9.7	0.0		
PHF	0.865	0.000	0.878	0.000	0.896	0.863	0.887	0.000	0.000	0.921	0.500	0.778	0.417	0.000	0.788	0.000	0.884	0.639	0.000	0.884	0.924
Cars	44	0	263	0	307	360	369	0	0	729	8	27	3	0	38	0	394	44	0	438	1512
Cars %	97.8	0.0	96.0	0.0	96.2	96.5	90.4	0.0	0.0	93.3	100.0	96.4	60.0	0.0	92.7	0.0	92.1	95.7	0.0	92.4	93.6
Heavy Vehicles	1	0	11	0	12	13	39	0	0	52	0	1	2	0	3	0	34	2	0	36	103
Heavy Vehicles %	2.2	0.0	4.0	0.0	3.8	3.5	9.6	0.0	0.0	6.7	0.0	3.6	40.0	0.0	7.3	0.0	7.9	4.3	0.0	7.6	6.4
Cars Enter Leg	44	0	263	0	307	360	369	0	0	729	8	27	3	0	38	0	394	44	0	438	1512
Heavy Enter Leg	1	0	11	0	12	13	39	0	0	52	0	1	2	0	3	0	34	2	0	36	103
Total Entering Leg	45	0	274	0	319	373	408	0	0	781	8	28	5	0	41	0	428	46	0	474	1615
Cars Exiting Leg	431					665					0					416					1512
Heavy Exiting Leg	16					45					0					42					103
Total Exiting Leg	447					710					0					458					1615

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Cars

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
7:00 AM	11	0	28	0	39	51	63	0	0	114	1	8	2	0	11	0	82	9	0	91	255	
7:15 AM	8	0	39	0	47	67	85	0	0	152	3	4	2	0	9	0	98	9	0	107	315	
7:30 AM	5	0	56	0	61	65	73	0	0	138	4	6	0	0	10	0	104	11	0	115	324	
7:45 AM	11	0	72	0	83	86	78	0	0	164	2	5	3	0	10	0	110	15	0	125	382	
Total	35	0	195	0	230	269	299	0	0	568	10	23	7	0	40	0	394	44	0	438	1276	
8:00 AM	13	0	60	0	73	81	83	0	0	164	1	7	0	0	8	0	113	13	0	126	371	
8:15 AM	9	0	59	0	68	89	86	0	0	175	2	9	0	0	11	0	82	7	0	89	343	
8:30 AM	11	0	75	0	86	106	96	0	0	202	4	5	3	0	12	0	97	17	0	114	414	
8:45 AM	11	0	69	0	80	84	104	0	0	188	1	6	0	0	7	0	102	7	0	109	384	
Total	44	0	263	0	307	360	369	0	0	729	8	27	3	0	38	0	394	44	0	438	1512	
Grand Total	79	0	458	0	537	629	668	0	0	1297	18	50	10	0	78	0	788	88	0	876	2788	
Approach %	14.7	0.0	85.3	0.0		48.5	51.5	0.0	0.0		23.1	64.1	12.8	0.0		0.0	90.0	10.0	0.0			
Total %	2.8	0.0	16.4	0.0	19.3	22.6	24.0	0.0	0.0	46.5	0.6	1.8	0.4	0.0	2.8	0.0	28.3	3.2	0.0	31.4		
Exiting Leg Total						767					1264					0					757	2788

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
8:00 AM	13	0	60	0	73	81	83	0	0	164	1	7	0	0	8	0	113	13	0	126	371	
8:15 AM	9	0	59	0	68	89	86	0	0	175	2	9	0	0	11	0	82	7	0	89	343	
8:30 AM	11	0	75	0	86	106	96	0	0	202	4	5	3	0	12	0	97	17	0	114	414	
8:45 AM	11	0	69	0	80	84	104	0	0	188	1	6	0	0	7	0	102	7	0	109	384	
Total Volume	44	0	263	0	307	360	369	0	0	729	8	27	3	0	38	0	394	44	0	438	1512	
% Approach Total	14.3	0.0	85.7	0.0		49.4	50.6	0.0	0.0		21.1	71.1	7.9	0.0		0.0	90.0	10.0	0.0			
PHF	0.846	0.000	0.877	0.000	0.892	0.849	0.887	0.000	0.000	0.902	0.500	0.750	0.250	0.000	0.792	0.000	0.872	0.647	0.000	0.869	0.913	
Entering Leg	44	0	263	0	307	360	369	0	0	729	8	27	3	0	38	0	394	44	0	438	1512	
Exiting Leg						431					665					0					416	1512
Total						738					1394					38					854	3024

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**



Heavy Vehicles-Combined (Buses, Single-Unit Trucks, Articulated Trucks)

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	1	0	6	0	7	5	12	0	0	17	0	0	0	0	0	0	13	0	0	13	37
7:15 AM	0	0	3	0	3	1	10	0	0	11	0	0	0	0	0	0	11	0	0	11	25
7:30 AM	0	0	1	0	1	4	8	0	0	12	0	0	0	0	0	0	10	0	0	10	23
7:45 AM	1	0	1	0	2	7	12	0	0	19	0	0	0	0	0	0	7	0	0	7	28
Total	2	0	11	0	13	17	42	0	0	59	0	0	0	0	0	0	41	0	0	41	113
8:00 AM	0	0	2	0	2	4	7	0	0	11	0	0	1	0	1	0	8	0	0	8	22
8:15 AM	1	0	5	0	6	5	13	0	0	18	0	0	0	0	0	0	6	0	0	6	30
8:30 AM	0	0	3	0	3	2	8	0	0	10	0	1	0	0	1	0	8	1	0	9	23
8:45 AM	0	0	1	0	1	2	11	0	0	13	0	0	1	0	1	0	12	1	0	13	28
Total	1	0	11	0	12	13	39	0	0	52	0	1	2	0	3	0	34	2	0	36	103
Grand Total	3	0	22	0	25	30	81	0	0	111	0	1	2	0	3	0	75	2	0	77	216
Approach %	12.0	0.0	88.0	0.0		27.0	73.0	0.0	0.0		0.0	33.3	66.7	0.0		0.0	97.4	2.6	0.0		
Total %	1.4	0.0	10.2	0.0	11.6	13.9	37.5	0.0	0.0	51.4	0.0	0.5	0.9	0.0	1.4	0.0	34.7	0.9	0.0	35.6	
Exiting Leg Total	33					97					0					86					216
Buses	0	0	8	0	8	6	12	0	0	18	0	0	0	0	0	0	12	2	0	14	40
% Buses	0.0	0.0	36.4	0.0	32.0	20.0	14.8	0.0	0.0	16.2	0.0	0.0	0.0	0.0	0.0	0.0	16.0	100.0	0.0	18.2	18.5
Exiting Leg Total	8					20					0					12					40
Single-Unit Trucks	3	0	11	0	14	22	58	0	0	80	0	1	2	0	3	0	52	0	0	52	149
% Single-Unit	100.0	0.0	50.0	0.0	56.0	73.3	71.6	0.0	0.0	72.1	0.0	100.0	100.0	0.0	100.0	0.0	69.3	0.0	0.0	67.5	69.0
Exiting Leg Total	23					63					0					63					149
Articulated Trucks	0	0	3	0	3	2	11	0	0	13	0	0	0	0	0	0	11	0	0	11	27
% Articulated	0.0	0.0	13.6	0.0	12.0	6.7	13.6	0.0	0.0	11.7	0.0	0.0	0.0	0.0	0.0	0.0	14.7	0.0	0.0	14.3	12.5
Exiting Leg Total	2					14					0					11					27

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	1	0	6	0	7	5	12	0	0	17	0	0	0	0	0	0	13	0	0	13	37
7:15 AM	0	0	3	0	3	1	10	0	0	11	0	0	0	0	0	0	11	0	0	11	25
7:30 AM	0	0	1	0	1	4	8	0	0	12	0	0	0	0	0	0	10	0	0	10	23
7:45 AM	1	0	1	0	2	7	12	0	0	19	0	0	0	0	0	0	7	0	0	7	28
Total Volume	2	0	11	0	13	17	42	0	0	59	0	0	0	0	0	0	41	0	0	41	113
% Approach Total	15.4	0.0	84.6	0.0		28.8	71.2	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		
PHF	0.500	0.000	0.458	0.000	0.464	0.607	0.875	0.000	0.000	0.776	0.000	0.000	0.000	0.000	0.000	0.000	0.788	0.000	0.000	0.788	0.764
Buses	0	0	2	0	2	1	5	0	0	6	0	0	0	0	0	0	6	0	0	6	14
Buses %	0.0	0.0	18.2	0.0	15.4	5.9	11.9	0.0	0.0	10.2	0.0	0.0	0.0	0.0	0.0	0.0	14.6	0.0	0.0	14.6	12.4
Single-Unit Trucks	2	0	7	0	9	14	30	0	0	44	0	0	0	0	0	0	30	0	0	30	83
Single-Unit %	100.0	0.0	63.6	0.0	69.2	82.4	71.4	0.0	0.0	74.6	0.0	0.0	0.0	0.0	0.0	0.0	73.2	0.0	0.0	73.2	73.5
Articulated Trucks	0	0	2	0	2	2	7	0	0	9	0	0	0	0	0	0	5	0	0	5	16
Articulated %	0.0	0.0	18.2	0.0	15.4	11.8	16.7	0.0	0.0	15.3	0.0	0.0	0.0	0.0	0.0	0.0	12.2	0.0	0.0	12.2	14.2
Buses	0	0	2	0	2	1	5	0	0	6	0	0	0	0	0	0	6	0	0	6	14
Single-Unit Trucks	2	0	7	0	9	14	30	0	0	44	0	0	0	0	0	0	30	0	0	30	83
Articulated Trucks	0	0	2	0	2	2	7	0	0	9	0	0	0	0	0	0	5	0	0	5	16
Total Entering Leg	2	0	11	0	13	17	42	0	0	59	0	0	0	0	0	0	41	0	0	41	113
Buses	1					8					0					5					14
Single-Unit Trucks	14					37					0					32					83
Articulated Trucks	2					7					0					7					16
Total Exiting Leg	17					52					0					44					113

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Buses

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
7:00 AM	0	0	1	0	1	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	3
7:15 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3
7:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3
7:45 AM	0	0	1	0	1	1	2	0	0	3	0	0	0	0	0	0	1	0	0	1	5
Total	0	0	2	0	2	1	5	0	0	6	0	0	0	0	0	0	6	0	0	6	14
8:00 AM	0	0	2	0	2	1	1	0	0	2	0	0	0	0	0	0	2	0	0	2	6
8:15 AM	0	0	2	0	2	2	4	0	0	6	0	0	0	0	0	0	1	0	0	1	9
8:30 AM	0	0	1	0	1	1	1	0	0	2	0	0	0	0	0	0	1	1	0	2	5
8:45 AM	0	0	1	0	1	1	1	0	0	2	0	0	0	0	0	0	2	1	0	3	6
Total	0	0	6	0	6	5	7	0	0	12	0	0	0	0	0	0	6	2	0	8	26
Grand Total	0	0	8	0	8	6	12	0	0	18	0	0	0	0	0	0	12	2	0	14	40
Approach %	0.0	0.0	100.0	0.0		33.3	66.7	0.0	0.0		0.0	0.0	0.0	0.0		0.0	85.7	14.3	0.0		
Total %	0.0	0.0	20.0	0.0	20.0	15.0	30.0	0.0	0.0	45.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	5.0	0.0	35.0	
Exiting Leg Total	8					20					0					12					40

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

8:00 AM	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
8:00 AM	0	0	2	0	2	1	1	0	0	2	0	0	0	0	0	0	2	0	0	2	6
8:15 AM	0	0	2	0	2	2	4	0	0	6	0	0	0	0	0	0	1	0	0	1	9
8:30 AM	0	0	1	0	1	1	1	0	0	2	0	0	0	0	0	0	1	1	0	2	5
8:45 AM	0	0	1	0	1	1	1	0	0	2	0	0	0	0	0	0	2	1	0	3	6
Total Volume	0	0	6	0	6	5	7	0	0	12	0	0	0	0	0	0	6	2	0	8	26
% Approach Total	0.0	0.0	100.0	0.0		41.7	58.3	0.0	0.0		0.0	0.0	0.0	0.0		0.0	75.0	25.0	0.0		
PHF	0.000	0.000	0.750	0.000	0.750	0.625	0.438	0.000	0.000	0.500	0.000	0.000	0.000	0.000	0.000	0.000	0.750	0.500	0.000	0.667	0.722
Entering Leg	0	0	6	0	6	5	7	0	0	12	0	0	0	0	0	0	6	2	0	8	26
Exiting Leg	7					12					0					7					26
Total	13					24					0					15					52

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Single-Unit Trucks

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
7:00 AM	1	0	4	0	5	5	8	0	0	13	0	0	0	0	0	0	10	0	0	10	28	
7:15 AM	0	0	2	0	2	1	7	0	0	8	0	0	0	0	0	0	8	0	0	8	18	
7:30 AM	0	0	1	0	1	3	6	0	0	9	0	0	0	0	0	0	8	0	0	8	18	
7:45 AM	1	0	0	0	1	5	9	0	0	14	0	0	0	0	0	0	4	0	0	4	19	
Total	2	0	7	0	9	14	30	0	0	44	0	0	0	0	0	0	30	0	0	30	83	
8:00 AM	0	0	0	0	0	3	4	0	0	7	0	0	1	0	1	0	4	0	0	4	12	
8:15 AM	1	0	2	0	3	3	8	0	0	11	0	0	0	0	0	0	4	0	0	4	18	
8:30 AM	0	0	2	0	2	1	6	0	0	7	0	1	0	0	1	0	6	0	0	6	16	
8:45 AM	0	0	0	0	0	1	10	0	0	11	0	0	1	0	1	0	8	0	0	8	20	
Total	1	0	4	0	5	8	28	0	0	36	0	1	2	0	3	0	22	0	0	22	66	
Grand Total	3	0	11	0	14	22	58	0	0	80	0	1	2	0	3	0	52	0	0	52	149	
Approach %	21.4	0.0	78.6	0.0		27.5	72.5	0.0	0.0		0.0	33.3	66.7	0.0		0.0	100.0	0.0	0.0			
Total %	2.0	0.0	7.4	0.0	9.4	14.8	38.9	0.0	0.0	53.7	0.0	0.7	1.3	0.0	2.0	0.0	34.9	0.0	0.0	34.9		
Exiting Leg Total						23					63					0					63	149

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
7:00 AM	1	0	4	0	5	5	8	0	0	13	0	0	0	0	0	0	10	0	0	10	28	
7:15 AM	0	0	2	0	2	1	7	0	0	8	0	0	0	0	0	0	8	0	0	8	18	
7:30 AM	0	0	1	0	1	3	6	0	0	9	0	0	0	0	0	0	8	0	0	8	18	
7:45 AM	1	0	0	0	1	5	9	0	0	14	0	0	0	0	0	0	4	0	0	4	19	
Total Volume	2	0	7	0	9	14	30	0	0	44	0	0	0	0	0	0	30	0	0	30	83	
% Approach Total	22.2	0.0	77.8	0.0		31.8	68.2	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0			
PHF	0.500	0.000	0.438	0.000	0.450	0.700	0.833	0.000	0.000	0.786	0.000	0.000	0.000	0.000	0.000	0.000	0.750	0.000	0.000	0.750	0.741	
Entering Leg	2	0	7	0	9	14	30	0	0	44	0	0	0	0	0	0	30	0	0	30	83	
Exiting Leg						14					37					0					32	83
Total						23					81					0					62	166

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Articulated Trucks

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
7:00 AM	0	0	1	0	1	0	3	0	0	3	0	0	0	0	0	0	2	0	0	2	6					
7:15 AM	0	0	1	0	1	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	4					
7:30 AM	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	2					
7:45 AM	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	2	0	0	2	4					
Total	0	0	2	0	2	2	7	0	0	9	0	0	0	0	0	0	5	0	0	5	16					
8:00 AM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	4					
8:15 AM	0	0	1	0	1	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	3					
8:30 AM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2					
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2					
Total	0	0	1	0	1	0	4	0	0	4	0	0	0	0	0	0	6	0	0	6	11					
Grand Total	0	0	3	0	3	2	11	0	0	13	0	0	0	0	0	0	11	0	0	11	27					
Approach %	0.0	0.0	100.0	0.0		15.4	84.6	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0							
Total %	0.0	0.0	11.1	0.0	11.1	7.4	40.7	0.0	0.0	48.1	0.0	0.0	0.0	0.0	0.0	0.0	40.7	0.0	0.0	40.7						
Exiting Leg Total						2					14					0					11					27

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
7:00 AM	0	0	1	0	1	0	3	0	0	3	0	0	0	0	0	0	2	0	0	2	6					
7:15 AM	0	0	1	0	1	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	4					
7:30 AM	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	2					
7:45 AM	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	2	0	0	2	4					
Total Volume	0	0	2	0	2	2	7	0	0	9	0	0	0	0	0	0	5	0	0	5	16					
% Approach Total	0.0	0.0	100.0	0.0		22.2	77.8	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0							
PHF	0.000	0.000	0.500	0.000	0.500	0.500	0.583	0.000	0.000	0.750	0.000	0.000	0.000	0.000	0.000	0.000	0.625	0.000	0.000	0.625	0.667					
Entering Leg	0	0	2	0	2	2	7	0	0	9	0	0	0	0	0	0	5	0	0	5	16					
Exiting Leg						2					7					0					7					16
Total						4					16					0					12					32

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Bicycles (on Roadway and Crosswalks)

	Lyman Street								Main Street (Route 20)								Heard Street								Main Street (Route 20)								Total	
	from North								from East								from South								from West									
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total			
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	1	2
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	
7:45 AM	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	0	0	0	0	0	0	1	1	0	1	0	0	0	0	1	4	
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	0	0	0	0	1	1	2	0	3	0	0	1	0	4	8			
8:00 AM	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	1	1	0	1	0	0	3	6		
8:15 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	3		
8:30 AM	0	0	0	0	0	0	0	0	2	1	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	4		
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	3	0	0	0	0	0	0	0	0	3		
Total	1	0	0	0	0	0	1	3	2	0	0	0	0	0	5	0	0	0	0	4	1	5	0	1	2	0	2	0	5	16				
Grand Total	1	0	0	0	0	0	1	4	3	0	0	0	0	7	0	0	0	0	5	2	7	0	4	2	0	3	0	9	24					
Approach %	100.0	0.0	0.0	0.0	0.0	0.0		57.1	42.9	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	71.4	28.6		0.0	44.4	22.2	0.0	33.3	0.0							
Total %	4.2	0.0	0.0	0.0	0.0	0.0	4.2	16.7	12.5	0.0	0.0	0.0	0.0	29.2	0.0	0.0	0.0	0.0	20.8	8.3	29.2	0.0	16.7	8.3	0.0	12.5	0.0	37.5						
Exiting Leg Total	6								4								7								7								24	

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Lyman Street								Main Street (Route 20)								Heard Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
7:45 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2	0	0	0	0	0	0	1	1	0	1	0	0	0	0	1	4		
8:00 AM	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	1	1	0	1	0	0	3	6		
8:15 AM	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	3		
8:30 AM	0	0	0	0	0	0	0	2	1	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	4		
Total Volume	1	0	0	0	0	0	1	4	3	0	0	0	7	0	0	0	0	2	1	3	0	2	2	0	2	0	6	17					
% Approach Total	100.0	0.0	0.0	0.0	0.0	0.0		57.1	42.9	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	66.7	33.3		0.0	33.3	33.3	0.0	33.3	0.0						
PHF	0.250	0.000	0.000	0.000	0.000	0.000	0.250	0.500	0.750	0.000	0.000	0.000	0.583	0.000	0.000	0.000	0.000	0.250	0.250	0.375	0.000	0.500	0.500	0.000	0.500	0.000	0.500	0.708					
Entering Leg	1	0	0	0	0	0	1	4	3	0	0	0	7	0	0	0	0	2	1	3	0	2	2	0	2	0	6	17					
Exiting Leg	6								2								3								6								17
Total	7								9								6								12								34

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **7:00 AM**
 End Time: **9:00 AM**
 Class:



Pedestrians

	Lyman Street								Main Street (Route 20)								Heard Street								Main Street (Route 20)								Total				
	from North								from East								from South								from West												
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total						
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
7:15 AM	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	1	2	0	0	0	0	1	1	2	5	
7:30 AM	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	
7:45 AM	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
Total	0	0	0	0	2	3	5	0	0	0	0	0	0	0	0	0	0	0	2	1	3	0	0	0	0	1	1	2	0	0	0	0	1	1	2	10	
8:00 AM	0	0	0	0	1	2	3	0	0	0	0	0	1	1	0	0	0	0	2	1	3	0	0	0	0	0	0	1	1	0	0	0	0	0	1	1	8
8:15 AM	0	0	0	0	2	1	3	0	0	0	0	1	0	1	0	0	0	0	1	0	1	0	0	0	0	1	0	1	0	0	0	0	1	0	1	6	
8:30 AM	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	2	0	2	3	
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	3	1	4	0	0	0	0	1	2	3	0	0	0	0	0	0	1	1	0	0	0	0	0	1	1	8
Total	0	0	0	0	4	3	7	0	0	0	0	4	2	6	0	0	0	0	4	3	7	0	0	0	0	3	2	5	0	0	0	0	3	2	5	25	
Grand Total	0	0	0	0	6	6	12	0	0	0	0	4	2	6	0	0	0	0	6	4	10	0	0	0	0	4	3	7	0	0	0	0	4	3	7	35	
Approach %	0	0	0	0	50	50		0	0	0	0	66.7	33.3		0	0	0	0	60	40		0	0	0	0	57.1	42.9										
Total %	0	0	0	0	17.1	17.1	34.3	0	0	0	0	11.4	5.71	17.1	0	0	0	0	17.1	11.4	28.6	0	0	0	0	11.4	8.57	20									
Exiting Leg Total	12							6							10							7							35								

Peak Hour Analysis from 07:00 AM to 09:00 AM begins at:

	Lyman Street								Main Street (Route 20)								Heard Street								Main Street (Route 20)								Total				
	from North								from East								from South								from West												
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total						
8:00 AM	0	0	0	0	1	2	3	0	0	0	0	0	1	1	0	0	0	0	2	1	3	0	0	0	0	0	0	1	1	0	0	0	0	0	1	1	8
8:15 AM	0	0	0	0	2	1	3	0	0	0	0	1	0	1	0	0	0	0	1	0	1	0	0	0	0	1	0	1	0	0	0	0	1	0	1	6	
8:30 AM	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	2	0	2	3	
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	3	1	4	0	0	0	0	1	2	3	0	0	0	0	0	0	1	1	0	0	0	0	0	1	1	8
Total Volume	0	0	0	0	4	3	7	0	0	0	0	4	2	6	0	0	0	0	4	3	7	0	0	0	0	3	2	5	0	0	0	0	3	2	5	25	
% Approach Total	0.0	0.0	0.0	0.0	57.1	42.9		0.0	0.0	0.0	0.0	66.7	33.3		0.0	0.0	0.0	0.0	57.1	42.9		0.0	0.0	0.0	0.0	60.0	40.0										
PHF	0.000	0.000	0.000	0.000	0.500	0.375	0.583	0.000	0.000	0.000	0.000	0.333	0.500	0.375	0.000	0.000	0.000	0.000	0.500	0.375	0.583	0.000	0.000	0.000	0.000	0.375	0.500	0.625	0.781								
Entering Leg	0	0	0	0	4	3	7	0	0	0	0	4	2	6	0	0	0	0	4	3	7	0	0	0	0	3	2	5	0	0	0	0	3	2	5	25	
Exiting Leg	7							6							7							5							25								
Total	14							12							14							10							50								

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Cars and Heavy Vehicles (Combined)

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	17	0	69	0	86	92	98	0	0	190	2	18	6	0	26	0	108	10	1	119	421
4:15 PM	11	0	78	0	89	95	115	0	0	210	0	11	3	0	14	0	102	15	0	117	430
4:30 PM	17	0	61	0	78	100	95	0	0	195	2	10	3	0	15	0	116	25	0	141	429
4:45 PM	12	0	52	0	64	102	104	0	0	206	4	11	2	0	17	0	108	9	0	117	404
Total	57	0	260	0	317	389	412	0	0	801	8	50	14	0	72	0	434	59	1	494	1684
5:00 PM	16	0	72	0	88	92	107	0	0	199	1	10	5	0	16	0	105	12	0	117	420
5:15 PM	15	0	67	0	82	108	92	0	0	200	3	9	2	0	14	0	106	24	0	130	426
5:30 PM	14	0	79	0	93	93	105	0	0	198	0	8	5	0	13	0	108	23	0	131	435
5:45 PM	6	0	63	0	69	94	119	0	0	213	2	12	5	0	19	0	111	22	0	133	434
Total	51	0	281	0	332	387	423	0	0	810	6	39	17	0	62	0	430	81	0	511	1715
Grand Total	108	0	541	0	649	776	835	0	0	1611	14	89	31	0	134	0	864	140	1	1005	3399
Approach %	16.6	0.0	83.4	0.0		48.2	51.8	0.0	0.0		10.4	66.4	23.1	0.0		0.0	86.0	13.9	0.1		
Total %	3.2	0.0	15.9	0.0	19.1	22.8	24.6	0.0	0.0	47.4	0.4	2.6	0.9	0.0	3.9	0.0	25.4	4.1	0.0	29.6	
Exiting Leg Total	1005					1419					0					975					3399
Cars	107	0	529	0	636	765	808	0	0	1573	13	89	31	0	133	0	838	139	1	978	3320
% Cars	99.1	0.0	97.8	0.0	98.0	98.6	96.8	0.0	0.0	97.6	92.9	100.0	100.0	0.0	99.3	0.0	97.0	99.3	100.0	97.3	97.7
Exiting Leg Total	993					1380					0					947					3320
Heavy Vehicles	1	0	12	0	13	11	27	0	0	38	1	0	0	0	1	0	26	1	0	27	79
% Heavy Vehicles	0.9	0.0	2.2	0.0	2.0	1.4	3.2	0.0	0.0	2.4	7.1	0.0	0.0	0.0	0.7	0.0	3.0	0.7	0.0	2.7	2.3
Exiting Leg Total	12					39					0					28					79

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

5:00 PM	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
5:00 PM	16	0	72	0	88	92	107	0	0	199	1	10	5	0	16	0	105	12	0	117	420
5:15 PM	15	0	67	0	82	108	92	0	0	200	3	9	2	0	14	0	106	24	0	130	426
5:30 PM	14	0	79	0	93	93	105	0	0	198	0	8	5	0	13	0	108	23	0	131	435
5:45 PM	6	0	63	0	69	94	119	0	0	213	2	12	5	0	19	0	111	22	0	133	434
Total Volume	51	0	281	0	332	387	423	0	0	810	6	39	17	0	62	0	430	81	0	511	1715
% Approach Total	15.4	0.0	84.6	0.0		47.8	52.2	0.0	0.0		9.7	62.9	27.4	0.0		0.0	84.1	15.9	0.0		
PHF	0.797	0.000	0.889	0.000	0.892	0.896	0.889	0.000	0.000	0.951	0.500	0.813	0.850	0.000	0.816	0.000	0.968	0.844	0.000	0.961	0.986
Cars	51	0	278	0	329	385	413	0	0	798	6	39	17	0	62	0	417	81	0	498	1687
Cars %	100.0	0.0	98.9	0.0	99.1	99.5	97.6	0.0	0.0	98.5	100.0	100.0	100.0	0.0	100.0	0.0	97.0	100.0	0.0	97.5	98.4
Heavy Vehicles	0	0	3	0	3	2	10	0	0	12	0	0	0	0	0	0	13	0	0	13	28
Heavy Vehicles %	0.0	0.0	1.1	0.0	0.9	0.5	2.4	0.0	0.0	1.5	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	2.5	1.6
Cars Enter Leg	51	0	278	0	329	385	413	0	0	798	6	39	17	0	62	0	417	81	0	498	1687
Heavy Enter Leg	0	0	3	0	3	2	10	0	0	12	0	0	0	0	0	0	13	0	0	13	28
Total Entering Leg	51	0	281	0	332	387	423	0	0	810	6	39	17	0	62	0	430	81	0	511	1715
Cars Exiting Leg	505					701					0					481					1687
Heavy Exiting Leg	2					16					0					10					28
Total Exiting Leg	507					717					0					491					1715

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Cars

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
4:00 PM	16	0	64	0	80	91	93	0	0	184	2	18	6	0	26	0	105	10	1	116	406					
4:15 PM	11	0	77	0	88	91	110	0	0	201	0	11	3	0	14	0	98	14	0	112	415					
4:30 PM	17	0	58	0	75	99	91	0	0	190	1	10	3	0	14	0	113	25	0	138	417					
4:45 PM	12	0	52	0	64	99	101	0	0	200	4	11	2	0	17	0	105	9	0	114	395					
Total	56	0	251	0	307	380	395	0	0	775	7	50	14	0	71	0	421	58	1	480	1633					
5:00 PM	16	0	71	0	87	92	105	0	0	197	1	10	5	0	16	0	103	12	0	115	415					
5:15 PM	15	0	65	0	80	108	90	0	0	198	3	9	2	0	14	0	105	24	0	129	421					
5:30 PM	14	0	79	0	93	92	103	0	0	195	0	8	5	0	13	0	101	23	0	124	425					
5:45 PM	6	0	63	0	69	93	115	0	0	208	2	12	5	0	19	0	108	22	0	130	426					
Total	51	0	278	0	329	385	413	0	0	798	6	39	17	0	62	0	417	81	0	498	1687					
Grand Total	107	0	529	0	636	765	808	0	0	1573	13	89	31	0	133	0	838	139	1	978	3320					
Approach %	16.8	0.0	83.2	0.0		48.6	51.4	0.0	0.0		9.8	66.9	23.3	0.0		0.0	85.7	14.2	0.1							
Total %	3.2	0.0	15.9	0.0	19.2	23.0	24.3	0.0	0.0	47.4	0.4	2.7	0.9	0.0	4.0	0.0	25.2	4.2	0.0	29.5						
Exiting Leg Total						993					1380					0					947					3320

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total					
	from North					from East					from South					from West										
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total						
5:00 PM	16	0	71	0	87	92	105	0	0	197	1	10	5	0	16	0	103	12	0	115	415					
5:15 PM	15	0	65	0	80	108	90	0	0	198	3	9	2	0	14	0	105	24	0	129	421					
5:30 PM	14	0	79	0	93	92	103	0	0	195	0	8	5	0	13	0	101	23	0	124	425					
5:45 PM	6	0	63	0	69	93	115	0	0	208	2	12	5	0	19	0	108	22	0	130	426					
Total Volume	51	0	278	0	329	385	413	0	0	798	6	39	17	0	62	0	417	81	0	498	1687					
% Approach Total	15.5	0.0	84.5	0.0		48.2	51.8	0.0	0.0		9.7	62.9	27.4	0.0		0.0	83.7	16.3	0.0							
PHF	0.797	0.000	0.880	0.000	0.884	0.891	0.898	0.000	0.000	0.959	0.500	0.813	0.850	0.000	0.816	0.000	0.965	0.844	0.000	0.958	0.990					
Entering Leg	51	0	278	0	329	385	413	0	0	798	6	39	17	0	62	0	417	81	0	498	1687					
Exiting Leg						505					701					0					481					1687
Total						834					1499					62					979					3374

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**



Heavy Vehicles-Combined (Buses, Single-Unit Trucks, Articulated Trucks)

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	1	0	5	0	6	1	5	0	0	6	0	0	0	0	0	0	3	0	0	3	15
4:15 PM	0	0	1	0	1	4	5	0	0	9	0	0	0	0	0	0	4	1	0	5	15
4:30 PM	0	0	3	0	3	1	4	0	0	5	1	0	0	0	1	0	3	0	0	3	12
4:45 PM	0	0	0	0	0	3	3	0	0	6	0	0	0	0	0	0	3	0	0	3	9
Total	1	0	9	0	10	9	17	0	0	26	1	0	0	0	1	0	13	1	0	14	51
5:00 PM	0	0	1	0	1	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	5
5:15 PM	0	0	2	0	2	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	5
5:30 PM	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	7	0	0	7	10
5:45 PM	0	0	0	0	0	1	4	0	0	5	0	0	0	0	0	0	3	0	0	3	8
Total	0	0	3	0	3	2	10	0	0	12	0	0	0	0	0	0	13	0	0	13	28
Grand Total	1	0	12	0	13	11	27	0	0	38	1	0	0	0	1	0	26	1	0	27	79
Approach %	7.7	0.0	92.3	0.0		28.9	71.1	0.0	0.0		100.0	0.0	0.0	0.0		0.0	96.3	3.7	0.0		
Total %	1.3	0.0	15.2	0.0	16.5	13.9	34.2	0.0	0.0	48.1	1.3	0.0	0.0	0.0	1.3	0.0	32.9	1.3	0.0	34.2	
Exiting Leg Total	12					39					0					28					79
Buses	1	0	5	0	6	1	12	0	0	13	0	0	0	0	0	0	13	0	0	13	32
% Buses	100.0	0.0	41.7	0.0	46.2	9.1	44.4	0.0	0.0	34.2	0.0	0.0	0.0	0.0	0.0	0.0	50.0	0.0	0.0	48.1	40.5
Exiting Leg Total	1					18					0					13					32
Single-Unit Trucks	0	0	7	0	7	9	12	0	0	21	1	0	0	0	1	0	10	1	0	11	40
% Single-Unit	0.0	0.0	58.3	0.0	53.8	81.8	44.4	0.0	0.0	55.3	100.0	0.0	0.0	0.0	100.0	0.0	38.5	100.0	0.0	40.7	50.6
Exiting Leg Total	10					18					0					12					40
Articulated Trucks	0	0	0	0	0	1	3	0	0	4	0	0	0	0	0	0	3	0	0	3	7
% Articulated	0.0	0.0	0.0	0.0	0.0	9.1	11.1	0.0	0.0	10.5	0.0	0.0	0.0	0.0	0.0	0.0	11.5	0.0	0.0	11.1	8.9
Exiting Leg Total	1					3					0					3					7

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	1	0	5	0	6	1	5	0	0	6	0	0	0	0	0	0	3	0	0	3	15
4:15 PM	0	0	1	0	1	4	5	0	0	9	0	0	0	0	0	0	4	1	0	5	15
4:30 PM	0	0	3	0	3	1	4	0	0	5	1	0	0	0	1	0	3	0	0	3	12
4:45 PM	0	0	0	0	0	3	3	0	0	6	0	0	0	0	0	0	3	0	0	3	9
Total Volume	1	0	9	0	10	9	17	0	0	26	1	0	0	0	1	0	13	1	0	14	51
% Approach Total	10.0	0.0	90.0	0.0		34.6	65.4	0.0	0.0		100.0	0.0	0.0	0.0		0.0	92.9	7.1	0.0		
PHF	0.250	0.000	0.450	0.000	0.417	0.563	0.850	0.000	0.000	0.722	0.250	0.000	0.000	0.000	0.250	0.000	0.813	0.250	0.000	0.700	0.850
Buses	1	0	5	0	6	1	7	0	0	8	0	0	0	0	0	0	7	0	0	7	21
Buses %	100.0	0.0	55.6	0.0	60.0	11.1	41.2	0.0	0.0	30.8	0.0	0.0	0.0	0.0	0.0	0.0	53.8	0.0	0.0	50.0	41.2
Single-Unit Trucks	0	0	4	0	4	7	8	0	0	15	1	0	0	0	1	0	4	1	0	5	25
Single-Unit %	0.0	0.0	44.4	0.0	40.0	77.8	47.1	0.0	0.0	57.7	100.0	0.0	0.0	0.0	100.0	0.0	30.8	100.0	0.0	35.7	49.0
Articulated Trucks	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	2	5
Articulated %	0.0	0.0	0.0	0.0	0.0	11.1	11.8	0.0	0.0	11.5	0.0	0.0	0.0	0.0	0.0	0.0	15.4	0.0	0.0	14.3	9.8
Buses	1	0	5	0	6	1	7	0	0	8	0	0	0	0	0	0	7	0	0	7	21
Single-Unit Trucks	0	0	4	0	4	7	8	0	0	15	1	0	0	0	1	0	4	1	0	5	25
Articulated Trucks	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	2	5
Total Entering Leg	1	0	9	0	10	9	17	0	0	26	1	0	0	0	1	0	13	1	0	14	51
Buses	1					12					0					8					21
Single-Unit Trucks	8					9					0					8					25
Articulated Trucks	1					2					0					2					5
Total Exiting Leg	10					23					0					18					51

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Buses

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
4:00 PM	1	0	2	0	3	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	7	
4:15 PM	0	0	1	0	1	1	2	0	0	3	0	0	0	0	0	0	1	0	0	1	5	
4:30 PM	0	0	2	0	2	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	6	
4:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3	
Total	1	0	5	0	6	1	7	0	0	8	0	0	0	0	0	0	7	0	0	7	21	
5:00 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	4	
5:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2	
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	2	
5:45 PM	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	3	
Total	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	6	0	0	6	11	
Grand Total	1	0	5	0	6	1	12	0	0	13	0	0	0	0	0	0	13	0	0	13	32	
Approach %	16.7	0.0	83.3	0.0		7.7	92.3	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0			
Total %	3.1	0.0	15.6	0.0	18.8	3.1	37.5	0.0	0.0	40.6	0.0	0.0	0.0	0.0	0.0	0.0	40.6	0.0	0.0	40.6		
Exiting Leg Total						1					18					0					13	32

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

4:00 PM	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
4:00 PM	1	0	2	0	3	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	7	
4:15 PM	0	0	1	0	1	1	2	0	0	3	0	0	0	0	0	0	1	0	0	1	5	
4:30 PM	0	0	2	0	2	0	2	0	0	2	0	0	0	0	0	0	2	0	0	2	6	
4:45 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	3	
Total Volume	1	0	5	0	6	1	7	0	0	8	0	0	0	0	0	0	7	0	0	7	21	
% Approach Total	16.7	0.0	83.3	0.0		12.5	87.5	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0			
PHF	0.250	0.000	0.625	0.000	0.500	0.250	0.875	0.000	0.000	0.667	0.000	0.000	0.000	0.000	0.000	0.000	0.875	0.000	0.000	0.875	0.750	
Entering Leg	1	0	5	0	6	1	7	0	0	8	0	0	0	0	0	0	7	0	0	7	21	
Exiting Leg						1					12					0					8	21
Total						7					20					0					15	42

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Single-Unit Trucks

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
4:00 PM	0	0	3	0	3	1	2	0	0	3	0	0	0	0	0	0	1	0	0	1	7	
4:15 PM	0	0	0	0	0	3	2	0	0	5	0	0	0	0	0	0	2	1	0	3	8	
4:30 PM	0	0	1	0	1	0	2	0	0	2	1	0	0	0	1	0	0	0	0	0	4	
4:45 PM	0	0	0	0	0	3	2	0	0	5	0	0	0	0	0	0	1	0	0	1	6	
Total	0	0	4	0	4	7	8	0	0	15	1	0	0	0	1	0	4	1	0	5	25	
5:00 PM	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
5:15 PM	0	0	2	0	2	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	3	
5:30 PM	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	4	0	0	4	6	
5:45 PM	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	2	5	
Total	0	0	3	0	3	2	4	0	0	6	0	0	0	0	0	0	6	0	0	6	15	
Grand Total	0	0	7	0	7	9	12	0	0	21	1	0	0	0	1	0	10	1	0	11	40	
Approach %	0.0	0.0	100.0	0.0		42.9	57.1	0.0	0.0		100.0	0.0	0.0	0.0		0.0	90.9	9.1	0.0			
Total %	0.0	0.0	17.5	0.0	17.5	22.5	30.0	0.0	0.0	52.5	2.5	0.0	0.0	0.0	2.5	0.0	25.0	2.5	0.0	27.5		
Exiting Leg Total						10					18					0					12	40

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

4:00 PM	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total	
	from North					from East					from South					from West						
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total		
4:00 PM	0	0	3	0	3	1	2	0	0	3	0	0	0	0	0	0	1	0	0	1	7	
4:15 PM	0	0	0	0	0	3	2	0	0	5	0	0	0	0	0	0	2	1	0	3	8	
4:30 PM	0	0	1	0	1	0	2	0	0	2	1	0	0	0	1	0	0	0	0	0	4	
4:45 PM	0	0	0	0	0	3	2	0	0	5	0	0	0	0	0	0	1	0	0	1	6	
Total Volume	0	0	4	0	4	7	8	0	0	15	1	0	0	0	1	0	4	1	0	5	25	
% Approach Total	0.0	0.0	100.0	0.0		46.7	53.3	0.0	0.0		100.0	0.0	0.0	0.0		0.0	80.0	20.0	0.0			
PHF	0.000	0.000	0.333	0.000	0.333	0.583	1.000	0.000	0.000	0.750	0.250	0.000	0.000	0.000	0.250	0.000	0.500	0.250	0.000	0.417	0.781	
Entering Leg	0	0	4	0	4	7	8	0	0	15	1	0	0	0	1	0	4	1	0	5	25	
Exiting Leg						8					9					0					8	25
Total						12					24					1					13	50

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Articulated Trucks

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
4:30 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	1	0	0	1	2
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	2	5
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:30 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
Grand Total	0	0	0	0	0	1	3	0	0	4	0	0	0	0	0	0	3	0	0	3	7
Approach %	0.0	0.0	0.0	0.0		25.0	75.0	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		
Total %	0.0	0.0	0.0	0.0	0.0	14.3	42.9	0.0	0.0	57.1	0.0	0.0	0.0	0.0	0.0	0.0	42.9	0.0	0.0	42.9	
Exiting Leg Total						1						3						0	3	7	

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

	Lyman Street					Main Street (Route 20)					Heard Street					Main Street (Route 20)					Total
	from North					from East					from South					from West					
	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	Right	Thru	Left	U-Turn	Total	
4:00 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	1	0	0	1	2
4:30 PM	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	1	0	0	1	2
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Volume	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	2	5
% Approach Total	0.0	0.0	0.0	0.0		33.3	66.7	0.0	0.0		0.0	0.0	0.0	0.0		0.0	100.0	0.0	0.0		
PHF	0.000	0.000	0.000	0.000	0.000	0.250	0.500	0.000	0.000	0.750	0.000	0.000	0.000	0.000	0.000	0.000	0.500	0.000	0.000	0.500	0.625
Entering Leg	0	0	0	0	0	1	2	0	0	3	0	0	0	0	0	0	2	0	0	2	5
Exiting Leg						1						2						0	2	5	
Total						1						5						0	4	10	

PDI File #: **218071 B**
 Location: **N: Lyman Street S: Heard Street**
 Location: **E: Main Street (Route 20) W: Main Street (Route 20)**
 City, State: **Waltham, MA**
 Client: **Stantec/ P. Calves**
 Site Code: **TBA**
 Count Date: **Tuesday, July 20, 2021**
 Start Time: **4:00 PM**
 End Time: **6:00 PM**
 Class:



Pedestrians

	Lyman Street								Main Street (Route 20)								Heard Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
4:00 PM	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	4	2	6	0	0	0	0	1	1	2	10				
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1	1	2			
4:30 PM	0	0	0	0	1	2	3	0	0	0	0	1	0	1	0	0	0	0	0	3	3	0	0	0	0	0	0	4	4	11			
4:45 PM	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	1	1	2	0	0	0	0	0	1	2	3	7			
Total	0	0	0	0	3	4	7	0	0	0	0	1	0	1	0	0	0	0	5	7	12	0	0	0	0	2	8	10	30				
5:00 PM	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	2	1	3	0	0	0	0	0	0	0	0	5			
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	0	0	0	3	3	5			
5:30 PM	0	0	0	0	1	0	1	0	0	0	0	0	2	2	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	5			
5:45 PM	0	0	0	0	0	1	1	0	0	0	0	2	0	2	0	0	0	0	1	1	2	0	0	0	0	1	0	1	6	6			
Total	0	0	0	0	1	3	4	0	0	0	0	2	2	4	0	0	0	0	6	3	9	0	0	0	0	1	3	4	21				
Grand Total	0	0	0	0	4	7	11	0	0	0	0	3	2	5	0	0	0	0	11	10	21	0	0	0	0	3	11	14	51				
Approach %	0	0	0	0	36.4	63.6		0	0	0	0	60	40		0	0	0	0	52.4	47.6		0	0	0	0	21.4	78.6						
Total %	0	0	0	0	7.84	13.7	21.6	0	0	0	0	5.88	3.92	9.8	0	0	0	0	21.6	19.6	41.2	0	0	0	0	5.88	21.6	27.5					
Exiting Leg Total	11							5							21							14							51				

Peak Hour Analysis from 04:00 PM to 06:00 PM begins at:

4:00 PM	Lyman Street								Main Street (Route 20)								Heard Street								Main Street (Route 20)								Total
	from North								from East								from South								from West								
	Right	Thru	Left	U-Turn	CW-EB	CW-WB	Total		Right	Thru	Left	U-Turn	CW-SB	CW-NB	Total		Right	Thru	Left	U-Turn	CW-WB	CW-EB	Total		Right	Thru	Left	U-Turn	CW-NB	CW-SB	Total		
4:00 PM	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	4	2	6	0	0	0	0	1	1	2	10				
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	1	1	2			
4:30 PM	0	0	0	0	1	2	3	0	0	0	0	1	0	1	0	0	0	0	0	3	3	0	0	0	0	0	0	4	4	11			
4:45 PM	0	0	0	0	1	1	2	0	0	0	0	0	0	0	0	0	0	0	1	1	2	0	0	0	0	0	1	2	3	7			
Total Volume	0	0	0	0	3	4	7	0	0	0	0	1	0	1	0	0	0	0	5	7	12	0	0	0	0	2	8	10	30				
% Approach Total	0.0	0.0	0.0	0.0	42.9	57.1		0.0	0.0	0.0	0.0	100.0	0.0		0.0	0.0	0.0	0.0	41.7	58.3		0.0	0.0	0.0	0.0	20.0	80.0						
PHF	0.000	0.000	0.000	0.000	0.750	0.500	0.583	0.000	0.000	0.000	0.000	0.250	0.000	0.250	0.000	0.000	0.000	0.000	0.313	0.583	0.500	0.000	0.000	0.000	0.000	0.500	0.500	0.625	0.682				
Entering Leg	0	0	0	0	3	4	7	0	0	0	0	1	0	1	0	0	0	0	5	7	12	0	0	0	0	2	8	10	30				
Exiting Leg	7							1							12							10							30				
Total	14							2							24							20							60				

TRAFFIC IMPACT STUDY

Appendix B Capacity Analysis Worksheets

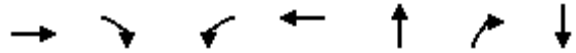
October 21, 2021

Appendix B Capacity Analysis Worksheets

Queues

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Lane Group	EBT	EBR	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	468	304	114	500	342	152	6
v/c Ratio	0.58	0.36	0.32	0.52	0.64	0.23	0.01
Control Delay	23.2	3.8	13.7	16.5	29.7	7.1	0.0
Queue Delay	0.7	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.8	3.8	13.7	16.5	29.7	7.1	0.0
Queue Length 50th (ft)	239	21	31	176	157	14	0
Queue Length 95th (ft)	313	27	59	264	253	52	0
Internal Link Dist (ft)	335			265	354		66
Turn Bay Length (ft)		344	55			75	
Base Capacity (vph)	800	854	351	970	532	670	647
Starvation Cap Reductn	108	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	18	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.68	0.36	0.32	0.53	0.64	0.23	0.01

Intersection Summary

HCM Signalized Intersection Capacity Analysis

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



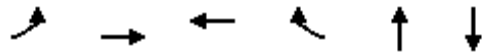
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↖	↗	↖	↗			↖	↗		↕		
Traffic Volume (vph)	1	430	280	105	460	0	315	0	140	2	0	4	
Future Volume (vph)	1	430	280	105	460	0	315	0	140	2	0	4	
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Total Lost time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5		
Lane Util. Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00		
Frt		1.00	0.85	1.00	1.00			1.00	0.85		0.91		
Flt Protected		1.00	1.00	0.95	1.00			0.95	1.00		0.98		
Satd. Flow (prot)		1863	1583	1770	1863			1770	1583		1667		
Flt Permitted		1.00	1.00	0.28	1.00			0.75	1.00		0.94		
Satd. Flow (perm)		1862	1583	522	1863			1404	1583		1590		
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	
Adj. Flow (vph)	1	467	304	114	500	0	342	0	152	2	0	4	
RTOR Reduction (vph)	0	0	176	0	0	0	0	0	71	0	4	0	
Lane Group Flow (vph)	0	468	128	114	500	0	0	342	81	0	2	0	
Turn Type	Perm	NA	Perm	custom	NA		Perm	NA	Perm	Perm	NA		
Protected Phases		2		1	6			4			8		
Permitted Phases	2		2	1 6			4		4	8			
Actuated Green, G (s)		37.8	37.8	46.9	46.9			34.1	34.1		34.1		
Effective Green, g (s)		37.8	37.8	46.9	46.9			34.1	34.1		34.1		
Actuated g/C Ratio		0.42	0.42	0.52	0.52			0.38	0.38		0.38		
Clearance Time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5		
Vehicle Extension (s)		3.0	3.0	3.0	3.0			3.0	3.0		3.0		
Lane Grp Cap (vph)		782	664	335	970			531	599		602		
v/s Ratio Prot				0.02	c0.27								
v/s Ratio Perm		c0.25	0.08	0.16				c0.24	0.05		0.00		
v/c Ratio		0.60	0.19	0.34	0.52			0.64	0.14		0.00		
Uniform Delay, d1		20.2	16.5	13.2	14.1			23.0	18.3		17.4		
Progression Factor		0.98	1.21	1.00	1.00			1.00	1.00		1.00		
Incremental Delay, d2		3.0	0.6	0.6	2.0			5.9	0.5		0.0		
Delay (s)		22.8	20.6	13.8	16.1			28.9	18.8		17.4		
Level of Service		C	C	B	B			C	B		B		
Approach Delay (s)		21.9			15.6			25.8			17.4		
Approach LOS		C			B			C			B		
Intersection Summary													
HCM 2000 Control Delay			20.9									HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.63										
Actuated Cycle Length (s)			90.0									Sum of lost time (s)	13.5
Intersection Capacity Utilization			82.3%									ICU Level of Service	E
Analysis Period (min)			15										

c Critical Lane Group

Queues

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Lane Group	EBL	EBT	WBT	WBR	NBT	SBT
Lane Group Flow (vph)	49	467	446	408	44	348
v/c Ratio	0.10	0.40	0.44	0.39	0.09	0.82
Control Delay	9.6	11.6	14.6	3.5	17.4	39.0
Queue Delay	0.0	0.0	0.3	0.1	0.0	0.0
Total Delay	9.6	11.7	14.9	3.6	17.4	39.0
Queue Length 50th (ft)	10	123	133	27	15	148
Queue Length 95th (ft)	31	250	298	47	33	217
Internal Link Dist (ft)		840	335		473	117
Turn Bay Length (ft)						
Base Capacity (vph)	498	1155	1022	1052	691	566
Starvation Cap Reductn	0	0	162	119	0	0
Spillback Cap Reductn	0	45	0	0	0	1
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.10	0.42	0.52	0.44	0.06	0.62

Intersection Summary

HCM Signalized Intersection Capacity Analysis

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	45	430	0	0	410	375	5	28	8	275	0	45
Future Volume (vph)	45	430	0	0	410	375	5	28	8	275	0	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Frt	1.00	1.00			1.00	0.85		0.97			0.98	
Flt Protected	0.95	1.00			1.00	1.00		0.99			0.96	
Satd. Flow (prot)	1770	1863			1863	1583		1801			1752	
Flt Permitted	0.37	1.00			1.00	1.00		0.96			0.72	
Satd. Flow (perm)	688	1863			1863	1583		1742			1325	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	49	467	0	0	446	408	5	30	9	299	0	49
RTOR Reduction (vph)	0	0	0	0	0	192	0	6	0	0	53	0
Lane Group Flow (vph)	49	467	0	0	446	216	0	38	0	0	295	0
Turn Type	pm+pt	NA			NA	Perm	Perm	NA		Perm	NA	
Protected Phases	5	2			6			4			8	
Permitted Phases	2					6	4			8		
Actuated Green, G (s)	55.8	55.8			47.6	47.6		25.2			25.2	
Effective Green, g (s)	55.8	55.8			47.6	47.6		25.2			25.2	
Actuated g/C Ratio	0.62	0.62			0.53	0.53		0.28			0.28	
Clearance Time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	
Lane Grp Cap (vph)	471	1155			985	837		487			371	
v/s Ratio Prot	0.00	c0.25			c0.24							
v/s Ratio Perm	0.06					0.14		0.02			c0.22	
v/c Ratio	0.10	0.40			0.45	0.26		0.08			0.80	
Uniform Delay, d1	7.8	8.7			13.1	11.6		23.8			30.0	
Progression Factor	1.00	1.00			0.86	1.27		1.00			1.00	
Incremental Delay, d2	0.1	1.1			1.3	0.6		0.1			11.3	
Delay (s)	7.9	9.7			12.5	15.3		23.9			41.3	
Level of Service	A	A			B	B		C			D	
Approach Delay (s)		9.6			13.9			23.9			41.3	
Approach LOS		A			B			C			D	

Intersection Summary

HCM 2000 Control Delay	18.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.57		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	13.5
Intersection Capacity Utilization	61.6%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	0					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			
Traffic Vol, veh/h	0	0	41	0	0	0
Future Vol, veh/h	0	0	41	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	45	0	0	0

Major/Minor	Minor1	Major1		
Conflicting Flow All	-	45	0	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.22	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.318	-	-
Pot Cap-1 Maneuver	0	1025	-	0
Stage 1	0	-	-	0
Stage 2	0	-	-	0
Platoon blocked, %			-	
Mov Cap-1 Maneuver	-	1025	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

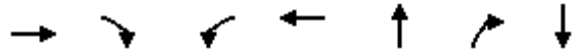
Approach	WB	NB
HCM Control Delay, s	0	0
HCM LOS	A	

Minor Lane/Major Mvmt	NBTWBLn1
Capacity (veh/h)	-
HCM Lane V/C Ratio	-
HCM Control Delay (s)	0
HCM Lane LOS	A
HCM 95th %tile Q(veh)	-

Queues

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Lane Group	EBT	EBR	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	462	321	179	549	342	174	8
v/c Ratio	0.63	0.39	0.47	0.55	0.68	0.20	0.01
Control Delay	26.4	3.7	14.9	16.2	32.4	2.9	11.7
Queue Delay	2.2	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	28.6	3.7	14.9	16.2	32.4	2.9	11.7
Queue Length 50th (ft)	207	0	49	192	162	2	0
Queue Length 95th (ft)	311	50	84	285	262	33	9
Internal Link Dist (ft)	335			265	354		66
Turn Bay Length (ft)		344	55			75	
Base Capacity (vph)	739	822	387	1003	505	881	597
Starvation Cap Reductn	155	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.79	0.39	0.46	0.55	0.68	0.20	0.01

Intersection Summary

HCM Signalized Intersection Capacity Analysis

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖	↗	↖	↗			↖	↗		↕	
Traffic Volume (vph)	0	425	295	165	505	0	315	0	160	0	1	6
Future Volume (vph)	0	425	295	165	505	0	315	0	160	0	1	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Lane Util. Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Frt		1.00	0.85	1.00	1.00			1.00	0.85		0.88	
Flt Protected		1.00	1.00	0.95	1.00			0.95	1.00		1.00	
Satd. Flow (prot)		1863	1583	1770	1863			1770	1583		1643	
Flt Permitted		1.00	1.00	0.27	1.00			0.75	1.00		1.00	
Satd. Flow (perm)		1863	1583	496	1863			1402	1583		1643	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	462	321	179	549	0	342	0	174	0	1	7
RTOR Reduction (vph)	0	0	193	0	0	0	0	0	82	0	4	0
Lane Group Flow (vph)	0	462	128	179	549	0	0	342	92	0	4	0
Turn Type		NA	Perm	pm+pt	NA		Perm	NA	custom		NA	
Protected Phases		2		1	6			4			8	
Permitted Phases	2		2	6			4		14	8		
Actuated Green, G (s)		35.8	35.8	48.5	48.5			32.5	45.2		32.5	
Effective Green, g (s)		35.8	35.8	48.5	48.5			32.5	45.2		32.5	
Actuated g/C Ratio		0.40	0.40	0.54	0.54			0.36	0.50		0.36	
Clearance Time (s)		4.5	4.5	4.5	4.5			4.5			4.5	
Vehicle Extension (s)		3.0	3.0	3.0	3.0			3.0			3.0	
Lane Grp Cap (vph)		741	629	383	1003			506	795		593	
v/s Ratio Prot		c0.25		0.04	c0.29						0.00	
v/s Ratio Perm			0.08	0.21				c0.24	0.06			
v/c Ratio		0.62	0.20	0.47	0.55			0.68	0.12		0.01	
Uniform Delay, d1		21.7	17.8	13.1	13.6			24.3	11.8		18.4	
Progression Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2		3.9	0.7	0.9	2.1			7.1	0.1		0.0	
Delay (s)		25.6	18.5	14.0	15.7			31.4	11.9		18.4	
Level of Service		C	B	B	B			C	B		B	
Approach Delay (s)		22.7			15.3			24.8			18.4	
Approach LOS		C			B			C			B	

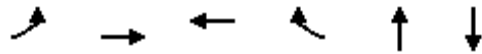
Intersection Summary		
HCM 2000 Control Delay	20.6	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.65	
Actuated Cycle Length (s)	90.0	Sum of lost time (s) 13.5
Intersection Capacity Utilization	84.3%	ICU Level of Service E
Analysis Period (min)	15	

c Critical Lane Group

Queues

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Lane Group	EBL	EBT	WBT	WBR	NBT	SBT
Lane Group Flow (vph)	87	467	462	418	67	358
v/c Ratio	0.18	0.41	0.48	0.41	0.14	0.80
Control Delay	10.6	12.6	19.7	3.3	20.2	38.1
Queue Delay	0.0	0.0	1.0	0.2	0.0	0.0
Total Delay	10.6	12.6	20.7	3.5	20.2	38.1
Queue Length 50th (ft)	20	135	184	0	27	163
Queue Length 95th (ft)	52	266	322	56	49	232
Internal Link Dist (ft)		840	335		473	117
Turn Bay Length (ft)						
Base Capacity (vph)	473	1144	967	1023	668	590
Starvation Cap Reductn	0	0	265	168	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.18	0.41	0.66	0.49	0.10	0.61

Intersection Summary

HCM Signalized Intersection Capacity Analysis

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	80	430	0	0	425	385	17	39	6	280	0	50
Future Volume (vph)	80	430	0	0	425	385	17	39	6	280	0	50
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Frt	1.00	1.00			1.00	0.85		0.99			0.98	
Flt Protected	0.95	1.00			1.00	1.00		0.99			0.96	
Satd. Flow (prot)	1770	1863			1863	1583		1812			1750	
Flt Permitted	0.35	1.00			1.00	1.00		0.90			0.75	
Satd. Flow (perm)	645	1863			1863	1583		1647			1362	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	87	467	0	0	462	418	18	42	7	304	0	54
RTOR Reduction (vph)	0	0	0	0	0	205	0	5	0	0	49	0
Lane Group Flow (vph)	87	467	0	0	462	213	0	62	0	0	309	0
Turn Type	pm+pt	NA			NA	Perm	Perm	NA		Perm	NA	
Protected Phases	5	2			6			4			8	
Permitted Phases	2					6	4			8		
Actuated Green, G (s)	58.7	58.7			48.7	48.7		27.8			27.8	
Effective Green, g (s)	58.7	58.7			48.7	48.7		27.8			27.8	
Actuated g/C Ratio	0.61	0.61			0.51	0.51		0.29			0.29	
Clearance Time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	
Lane Grp Cap (vph)	461	1145			950	807		479			396	
v/s Ratio Prot	0.01	c0.25			c0.25							
v/s Ratio Perm	0.11					0.13		0.04			c0.23	
v/c Ratio	0.19	0.41			0.49	0.26		0.13			0.78	
Uniform Delay, d1	9.0	9.5			15.2	13.3		24.9			31.1	
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Incremental Delay, d2	0.2	1.1			1.8	0.8		0.1			9.6	
Delay (s)	9.2	10.5			17.0	14.1		25.1			40.7	
Level of Service	A	B			B	B		C			D	
Approach Delay (s)		10.3			15.6			25.1			40.7	
Approach LOS		B			B			C			D	

Intersection Summary

HCM 2000 Control Delay	19.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.59		
Actuated Cycle Length (s)	95.5	Sum of lost time (s)	13.5
Intersection Capacity Utilization	63.3%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	0					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			
Traffic Vol, veh/h	0	0	62	0	0	0
Future Vol, veh/h	0	0	62	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	67	0	0	0

Major/Minor	Minor1	Major1		
Conflicting Flow All	-	67	0	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.22	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.318	-	-
Pot Cap-1 Maneuver	0	997	-	0
Stage 1	0	-	-	0
Stage 2	0	-	-	0
Platoon blocked, %			-	
Mov Cap-1 Maneuver	-	997	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

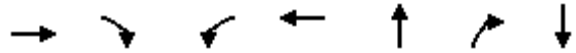
Approach	WB	NB
HCM Control Delay, s	0	0
HCM LOS	A	

Minor Lane/Major Mvmt	NBTWBLn1
Capacity (veh/h)	-
HCM Lane V/C Ratio	-
HCM Control Delay (s)	0
HCM Lane LOS	A
HCM 95th %tile Q(veh)	-

Queues

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Lane Group	EBT	EBR	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	485	315	118	517	354	158	6
v/c Ratio	0.64	0.38	0.36	0.53	0.67	0.24	0.01
Control Delay	24.9	3.7	14.3	16.8	30.6	7.3	0.0
Queue Delay	1.1	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	26.0	3.7	14.3	16.9	30.6	7.3	0.0
Queue Length 50th (ft)	250	15	33	184	164	15	0
Queue Length 95th (ft)	326	27	61	276	265	55	0
Internal Link Dist (ft)	335			265	354		66
Turn Bay Length (ft)		344	55			75	
Base Capacity (vph)	758	832	329	970	532	671	647
Starvation Cap Reductn	103	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	21	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.74	0.38	0.36	0.54	0.67	0.24	0.01

Intersection Summary

HCM Signalized Intersection Capacity Analysis

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↖			↕	↗		↕	
Traffic Volume (vph)	1	445	290	109	476	0	326	0	145	2	0	4
Future Volume (vph)	1	445	290	109	476	0	326	0	145	2	0	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Lane Util. Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Frt		1.00	0.85	1.00	1.00			1.00	0.85		0.91	
Flt Protected		1.00	1.00	0.95	1.00			0.95	1.00		0.98	
Satd. Flow (prot)		1863	1583	1770	1863			1770	1583		1667	
Flt Permitted		1.00	1.00	0.25	1.00			0.75	1.00		0.94	
Satd. Flow (perm)		1862	1583	474	1863			1404	1583		1588	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	1	484	315	118	517	0	354	0	158	2	0	4
RTOR Reduction (vph)	0	0	187	0	0	0	0	0	71	0	4	0
Lane Group Flow (vph)	0	485	128	118	517	0	0	354	87	0	2	0
Turn Type	Perm	NA	Perm	custom	NA		Perm	NA	Perm	Perm	NA	
Protected Phases		2		1	6			4			8	
Permitted Phases	2		2	1 6			4		4	8		
Actuated Green, G (s)		36.7	36.7	46.9	46.9			34.1	34.1		34.1	
Effective Green, g (s)		36.7	36.7	46.9	46.9			34.1	34.1		34.1	
Actuated g/C Ratio		0.41	0.41	0.52	0.52			0.38	0.38		0.38	
Clearance Time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Vehicle Extension (s)		3.0	3.0	3.0	3.0			3.0	3.0		3.0	
Lane Grp Cap (vph)		759	645	329	970			531	599		601	
v/s Ratio Prot				0.02	c0.28							
v/s Ratio Perm		c0.26	0.08	0.16				c0.25	0.05		0.00	
v/c Ratio		0.64	0.20	0.36	0.53			0.67	0.14		0.00	
Uniform Delay, d1		21.3	17.2	13.5	14.3			23.2	18.4		17.4	
Progression Factor		0.97	1.12	1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2		3.6	0.6	0.7	2.1			6.5	0.5		0.0	
Delay (s)		24.3	19.8	14.2	16.4			29.7	18.9		17.4	
Level of Service		C	B	B	B			C	B		B	
Approach Delay (s)		22.5			16.0			26.4			17.4	
Approach LOS		C			B			C			B	

Intersection Summary

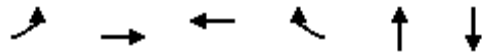
HCM 2000 Control Delay	21.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.66		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	13.5
Intersection Capacity Utilization	84.5%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

Queues

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Lane Group	EBL	EBT	WBT	WBR	NBT	SBT
Lane Group Flow (vph)	51	484	461	422	46	361
v/c Ratio	0.11	0.42	0.46	0.40	0.09	0.84
Control Delay	9.9	12.2	15.2	3.4	17.2	39.8
Queue Delay	0.0	0.0	0.3	0.1	0.0	0.0
Total Delay	9.9	12.3	15.5	3.5	17.2	39.8
Queue Length 50th (ft)	11	134	137	27	15	154
Queue Length 95th (ft)	32	262	308	46	34	229
Internal Link Dist (ft)		840	335		473	117
Turn Bay Length (ft)						
Base Capacity (vph)	477	1140	1006	1049	694	566
Starvation Cap Reductn	0	0	155	113	0	0
Spillback Cap Reductn	0	50	0	0	0	1
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.44	0.54	0.45	0.07	0.64
Intersection Summary						

HCM Signalized Intersection Capacity Analysis
 7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	47	445	0	0	424	388	5	29	8	285	0	47
Future Volume (vph)	47	445	0	0	424	388	5	29	8	285	0	47
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Frt	1.00	1.00			1.00	0.85		0.97			0.98	
Flt Protected	0.95	1.00			1.00	1.00		0.99			0.96	
Satd. Flow (prot)	1770	1863			1863	1583		1804			1752	
Flt Permitted	0.35	1.00			1.00	1.00		0.96			0.72	
Satd. Flow (perm)	658	1863			1863	1583		1746			1322	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	51	484	0	0	461	422	5	32	9	310	0	51
RTOR Reduction (vph)	0	0	0	0	0	203	0	6	0	0	52	0
Lane Group Flow (vph)	51	484	0	0	461	219	0	40	0	0	309	0
Turn Type	pm+pt	NA			NA	Perm	Perm	NA		Perm	NA	
Protected Phases	5	2			6			4			8	
Permitted Phases	2					6	4			8		
Actuated Green, G (s)	55.1	55.1			46.8	46.8		25.9			25.9	
Effective Green, g (s)	55.1	55.1			46.8	46.8		25.9			25.9	
Actuated g/C Ratio	0.61	0.61			0.52	0.52		0.29			0.29	
Clearance Time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	
Lane Grp Cap (vph)	449	1140			968	823		502			380	
v/s Ratio Prot	0.00	c0.26			c0.25							
v/s Ratio Perm	0.06					0.14		0.02			c0.23	
v/c Ratio	0.11	0.42			0.48	0.27		0.08			0.81	
Uniform Delay, d1	8.3	9.1			13.8	12.0		23.4			29.8	
Progression Factor	1.00	1.00			0.86	1.23		1.00			1.00	
Incremental Delay, d2	0.1	1.2			1.4	0.7		0.1			12.5	
Delay (s)	8.4	10.3			13.2	15.4		23.4			42.3	
Level of Service	A	B			B	B		C			D	
Approach Delay (s)		10.1			14.3			23.4			42.3	
Approach LOS		B			B			C			D	

Intersection Summary

HCM 2000 Control Delay	18.8	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	13.5
Intersection Capacity Utilization	63.1%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	0					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			
Traffic Vol, veh/h	0	0	42	0	0	0
Future Vol, veh/h	0	0	42	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	46	0	0	0

Major/Minor	Minor1	Major1		
Conflicting Flow All	-	46	0	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.22	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.318	-	-
Pot Cap-1 Maneuver	0	1023	-	0
Stage 1	0	-	-	0
Stage 2	0	-	-	0
Platoon blocked, %			-	
Mov Cap-1 Maneuver	-	1023	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

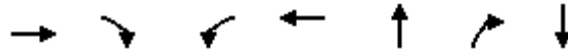
Approach	WB	NB
HCM Control Delay, s	0	0
HCM LOS	A	

Minor Lane/Major Mvmt	NBTWBLn1
Capacity (veh/h)	-
HCM Lane V/C Ratio	-
HCM Control Delay (s)	0
HCM Lane LOS	A
HCM 95th %tile Q(veh)	-

Queues

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Lane Group	EBT	EBR	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	478	332	186	568	354	180	8
v/c Ratio	0.65	0.40	0.50	0.57	0.70	0.21	0.01
Control Delay	27.1	3.8	15.7	16.5	33.5	3.1	11.7
Queue Delay	2.6	0.1	0.0	0.0	0.0	0.0	0.0
Total Delay	29.7	3.9	15.7	16.5	33.5	3.1	11.7
Queue Length 50th (ft)	217	0	51	202	170	4	0
Queue Length 95th (ft)	324	51	87	299	274	36	9
Internal Link Dist (ft)	335			265	354		66
Turn Bay Length (ft)		344	55			75	
Base Capacity (vph)	739	828	375	1003	505	881	597
Starvation Cap Reductn	153	78	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.82	0.44	0.50	0.57	0.70	0.20	0.01

Intersection Summary

HCM Signalized Intersection Capacity Analysis

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↖			↕	↗		↕	
Traffic Volume (vph)	0	440	305	171	523	0	326	0	166	0	1	6
Future Volume (vph)	0	440	305	171	523	0	326	0	166	0	1	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Lane Util. Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Frt		1.00	0.85	1.00	1.00			1.00	0.85		0.88	
Flt Protected		1.00	1.00	0.95	1.00			0.95	1.00		1.00	
Satd. Flow (prot)		1863	1583	1770	1863			1770	1583		1643	
Flt Permitted		1.00	1.00	0.25	1.00			0.75	1.00		1.00	
Satd. Flow (perm)		1863	1583	467	1863			1402	1583		1643	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	478	332	186	568	0	354	0	180	0	1	7
RTOR Reduction (vph)	0	0	200	0	0	0	0	0	82	0	4	0
Lane Group Flow (vph)	0	478	132	186	568	0	0	354	98	0	4	0
Turn Type		NA	Perm	pm+pt	NA		Perm	NA	custom		NA	
Protected Phases		2		1	6			4			8	
Permitted Phases	2		2	6			4		14	8		
Actuated Green, G (s)		35.7	35.7	48.5	48.5			32.5	45.3		32.5	
Effective Green, g (s)		35.7	35.7	48.5	48.5			32.5	45.3		32.5	
Actuated g/C Ratio		0.40	0.40	0.54	0.54			0.36	0.50		0.36	
Clearance Time (s)		4.5	4.5	4.5	4.5			4.5			4.5	
Vehicle Extension (s)		3.0	3.0	3.0	3.0			3.0			3.0	
Lane Grp Cap (vph)		738	627	371	1003			506	796		593	
v/s Ratio Prot		c0.26		0.05	c0.30						0.00	
v/s Ratio Perm			0.08	0.22				c0.25	0.06			
v/c Ratio		0.65	0.21	0.50	0.57			0.70	0.12		0.01	
Uniform Delay, d1		22.0	17.9	13.4	13.8			24.6	11.8		18.4	
Progression Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2		4.4	0.8	1.1	2.3			7.8	0.1		0.0	
Delay (s)		26.4	18.6	14.4	16.1			32.4	11.9		18.4	
Level of Service		C	B	B	B			C	B		B	
Approach Delay (s)		23.2			15.7			25.5			18.4	
Approach LOS		C			B			C			B	

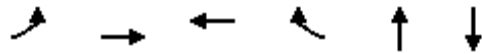
Intersection Summary		
HCM 2000 Control Delay	21.1	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.68	
Actuated Cycle Length (s)	90.0	Sum of lost time (s) 13.5
Intersection Capacity Utilization	86.7%	ICU Level of Service E
Analysis Period (min)	15	

c Critical Lane Group

Queues

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Lane Group	EBL	EBT	WBT	WBR	NBT	SBT
Lane Group Flow (vph)	90	484	478	433	70	372
v/c Ratio	0.20	0.43	0.50	0.42	0.14	0.82
Control Delay	11.0	13.1	20.6	3.3	20.0	39.4
Queue Delay	0.0	0.0	1.1	0.2	0.0	0.0
Total Delay	11.0	13.1	21.7	3.6	20.0	39.4
Queue Length 50th (ft)	21	146	197	0	28	171
Queue Length 95th (ft)	53	278	337	57	51	246
Internal Link Dist (ft)		840	335		473	117
Turn Bay Length (ft)						
Base Capacity (vph)	454	1130	952	1021	661	587
Starvation Cap Reductn	0	0	253	157	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.43	0.68	0.50	0.11	0.63

Intersection Summary

HCM Signalized Intersection Capacity Analysis

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	83	445	0	0	440	398	18	40	6	290	0	52
Future Volume (vph)	83	445	0	0	440	398	18	40	6	290	0	52
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Frt	1.00	1.00			1.00	0.85		0.99			0.98	
Flt Protected	0.95	1.00			1.00	1.00		0.99			0.96	
Satd. Flow (prot)	1770	1863			1863	1583		1812			1750	
Flt Permitted	0.33	1.00			1.00	1.00		0.89			0.74	
Satd. Flow (perm)	614	1863			1863	1583		1631			1355	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	90	484	0	0	478	433	20	43	7	315	0	57
RTOR Reduction (vph)	0	0	0	0	0	215	0	5	0	0	48	0
Lane Group Flow (vph)	90	484	0	0	478	218	0	65	0	0	324	0
Turn Type	pm+pt	NA			NA	Perm	Perm	NA		Perm	NA	
Protected Phases	5	2			6			4			8	
Permitted Phases	2					6	4			8		
Actuated Green, G (s)	58.0	58.0			48.0	48.0		28.5			28.5	
Effective Green, g (s)	58.0	58.0			48.0	48.0		28.5			28.5	
Actuated g/C Ratio	0.61	0.61			0.50	0.50		0.30			0.30	
Clearance Time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	
Lane Grp Cap (vph)	439	1131			936	795		486			404	
v/s Ratio Prot	0.01	c0.26			c0.26							
v/s Ratio Perm	0.11					0.14		0.04			c0.24	
v/c Ratio	0.21	0.43			0.51	0.27		0.13			0.80	
Uniform Delay, d1	9.5	9.9			15.9	13.7		24.5			30.9	
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Incremental Delay, d2	0.2	1.2			2.0	0.9		0.1			10.9	
Delay (s)	9.7	11.1			17.9	14.5		24.6			41.8	
Level of Service	A	B			B	B		C			D	
Approach Delay (s)		10.9			16.3			24.6			41.8	
Approach LOS		B			B			C			D	

Intersection Summary

HCM 2000 Control Delay	19.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.62		
Actuated Cycle Length (s)	95.5	Sum of lost time (s)	13.5
Intersection Capacity Utilization	64.9%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	0					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↖			
Traffic Vol, veh/h	0	0	64	0	0	0
Future Vol, veh/h	0	0	64	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	70	0	0	0

Major/Minor	Minor1	Major1		
Conflicting Flow All	-	70	0	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-
Critical Hdwy	-	6.22	-	-
Critical Hdwy Stg 1	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	3.318	-	-
Pot Cap-1 Maneuver	0	993	-	0
Stage 1	0	-	-	0
Stage 2	0	-	-	0
Platoon blocked, %			-	
Mov Cap-1 Maneuver	-	993	-	-
Mov Cap-2 Maneuver	-	-	-	-
Stage 1	-	-	-	-
Stage 2	-	-	-	-

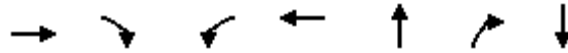
Approach	WB	NB
HCM Control Delay, s	0	0
HCM LOS	A	

Minor Lane/Major Mvmt	NBTWBLn1
Capacity (veh/h)	-
HCM Lane V/C Ratio	-
HCM Control Delay (s)	0
HCM Lane LOS	A
HCM 95th %tile Q(veh)	-

Queues

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Lane Group	EBT	EBR	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	487	317	118	518	355	159	6
v/c Ratio	0.64	0.38	0.36	0.53	0.67	0.24	0.01
Control Delay	25.0	3.7	14.3	16.8	30.6	7.4	0.0
Queue Delay	1.1	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	26.1	3.7	14.3	16.9	30.6	7.4	0.0
Queue Length 50th (ft)	251	15	33	185	165	16	0
Queue Length 95th (ft)	327	27	61	276	266	56	0
Internal Link Dist (ft)	335			265	354		66
Turn Bay Length (ft)		344	55			75	
Base Capacity (vph)	758	833	327	970	532	671	647
Starvation Cap Reductn	103	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	21	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.74	0.38	0.36	0.55	0.67	0.24	0.01

Intersection Summary

HCM Signalized Intersection Capacity Analysis

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕	↗	↖	↘			↕	↗		↕	
Traffic Volume (vph)	1	447	292	109	477	0	327	0	146	2	0	4
Future Volume (vph)	1	447	292	109	477	0	327	0	146	2	0	4
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Lane Util. Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Frt		1.00	0.85	1.00	1.00			1.00	0.85		0.91	
Flt Protected		1.00	1.00	0.95	1.00			0.95	1.00		0.98	
Satd. Flow (prot)		1863	1583	1770	1863			1770	1583		1667	
Flt Permitted		1.00	1.00	0.25	1.00			0.75	1.00		0.94	
Satd. Flow (perm)		1862	1583	471	1863			1404	1583		1588	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	1	486	317	118	518	0	355	0	159	2	0	4
RTOR Reduction (vph)	0	0	188	0	0	0	0	0	71	0	4	0
Lane Group Flow (vph)	0	487	129	118	518	0	0	355	88	0	2	0
Turn Type	Perm	NA	Perm	custom	NA		Perm	NA	Perm	Perm	NA	
Protected Phases		2		1	6			4			8	
Permitted Phases	2		2	1 6			4		4	8		
Actuated Green, G (s)		36.7	36.7	46.9	46.9			34.1	34.1		34.1	
Effective Green, g (s)		36.7	36.7	46.9	46.9			34.1	34.1		34.1	
Actuated g/C Ratio		0.41	0.41	0.52	0.52			0.38	0.38		0.38	
Clearance Time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Vehicle Extension (s)		3.0	3.0	3.0	3.0			3.0	3.0		3.0	
Lane Grp Cap (vph)		759	645	327	970			531	599		601	
v/s Ratio Prot				0.02	c0.28							
v/s Ratio Perm		c0.26	0.08	0.16				c0.25	0.06		0.00	
v/c Ratio		0.64	0.20	0.36	0.53			0.67	0.15		0.00	
Uniform Delay, d1		21.4	17.2	13.6	14.3			23.2	18.4		17.4	
Progression Factor		0.97	1.13	1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2		3.6	0.6	0.7	2.1			6.5	0.5		0.0	
Delay (s)		24.3	20.0	14.2	16.4			29.8	18.9		17.4	
Level of Service		C	B	B	B			C	B		B	
Approach Delay (s)		22.6			16.0			26.4			17.4	
Approach LOS		C			B			C			B	

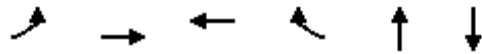
Intersection Summary		
HCM 2000 Control Delay	21.5	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.66	
Actuated Cycle Length (s)	90.0	Sum of lost time (s) 13.5
Intersection Capacity Utilization	84.7%	ICU Level of Service E
Analysis Period (min)	15	

c Critical Lane Group

Queues

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Lane Group	EBL	EBT	WBT	WBR	NBT	SBT
Lane Group Flow (vph)	51	485	463	423	54	361
v/c Ratio	0.11	0.43	0.46	0.40	0.11	0.84
Control Delay	9.9	12.3	15.3	3.4	16.6	40.1
Queue Delay	0.0	0.0	0.3	0.1	0.0	0.0
Total Delay	9.9	12.4	15.6	3.5	16.6	40.1
Queue Length 50th (ft)	11	135	138	28	17	154
Queue Length 95th (ft)	32	263	310	46	37	230
Internal Link Dist (ft)		840	335		473	117
Turn Bay Length (ft)						
Base Capacity (vph)	474	1137	1004	1048	678	561
Starvation Cap Reductn	0	0	154	113	0	0
Spillback Cap Reductn	0	51	0	0	0	2
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.11	0.45	0.54	0.45	0.08	0.65
Intersection Summary						

HCM Signalized Intersection Capacity Analysis

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	47	446	0	0	426	389	7	30	12	285	0	47
Future Volume (vph)	47	446	0	0	426	389	7	30	12	285	0	47
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Frt	1.00	1.00			1.00	0.85		0.97			0.98	
Flt Protected	0.95	1.00			1.00	1.00		0.99			0.96	
Satd. Flow (prot)	1770	1863			1863	1583		1789			1752	
Flt Permitted	0.35	1.00			1.00	1.00		0.94			0.72	
Satd. Flow (perm)	654	1863			1863	1583		1699			1312	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	51	485	0	0	463	423	8	33	13	310	0	51
RTOR Reduction (vph)	0	0	0	0	0	204	0	9	0	0	52	0
Lane Group Flow (vph)	51	485	0	0	463	219	0	45	0	0	309	0
Turn Type	pm+pt	NA			NA	Perm	Perm	NA		Perm	NA	
Protected Phases	5	2			6			4			8	
Permitted Phases	2					6	4			8		
Actuated Green, G (s)	55.0	55.0			46.7	46.7		26.0			26.0	
Effective Green, g (s)	55.0	55.0			46.7	46.7		26.0			26.0	
Actuated g/C Ratio	0.61	0.61			0.52	0.52		0.29			0.29	
Clearance Time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	
Lane Grp Cap (vph)	446	1138			966	821		490			379	
v/s Ratio Prot	0.00	c0.26			c0.25							
v/s Ratio Perm	0.06					0.14		0.03			c0.24	
v/c Ratio	0.11	0.43			0.48	0.27		0.09			0.82	
Uniform Delay, d1	8.3	9.2			13.9	12.1		23.4			29.8	
Progression Factor	1.00	1.00			0.86	1.23		1.00			1.00	
Incremental Delay, d2	0.1	1.2			1.4	0.7		0.1			12.7	
Delay (s)	8.4	10.4			13.3	15.5		23.5			42.4	
Level of Service	A	B			B	B		C			D	
Approach Delay (s)		10.2			14.3			23.5			42.4	
Approach LOS		B			B			C			D	

Intersection Summary

HCM 2000 Control Delay	18.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.60		
Actuated Cycle Length (s)	90.0	Sum of lost time (s)	13.5
Intersection Capacity Utilization	63.2%	ICU Level of Service	B
Analysis Period (min)	15		



c Critical Lane Group

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	2	0	0	471	400	2
Future Vol, veh/h	2	0	0	471	400	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	0	0	512	435	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	948	436	437	0	-	0
Stage 1	436	-	-	-	-	-
Stage 2	512	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	289	620	1123	-	-	-
Stage 1	652	-	-	-	-	-
Stage 2	602	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	289	620	1123	-	-	-
Mov Cap-2 Maneuver	289	-	-	-	-	-
Stage 1	652	-	-	-	-	-
Stage 2	602	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.6	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1123	-	289	-	-
HCM Lane V/C Ratio	-	-	0.008	-	-
HCM Control Delay (s)	0	-	17.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	1.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	7	42	2	0	0
Future Vol, veh/h	0	7	42	2	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	8	46	2	0	0

Major/Minor	Minor1	Major1	
Conflicting Flow All	-	47	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.22	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.318	-
Pot Cap-1 Maneuver	0	1022	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	-	1022	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

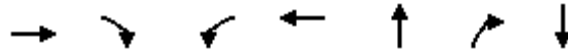
Approach	WB	NB
HCM Control Delay, s	8.5	0
HCM LOS	A	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	1022
HCM Lane V/C Ratio	-	0.007
HCM Control Delay (s)	-	8.5
HCM Lane LOS	-	A
HCM 95th %tile Q(veh)	-	0

Queues

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Lane Group	EBT	EBR	WBL	WBT	NBT	NBR	SBT
Lane Group Flow (vph)	480	335	187	571	357	182	8
v/c Ratio	0.65	0.40	0.51	0.57	0.71	0.21	0.01
Control Delay	27.2	3.7	15.8	16.6	33.8	3.2	11.7
Queue Delay	2.6	0.1	0.0	0.0	0.0	0.0	0.0
Total Delay	29.8	3.9	15.8	16.6	33.8	3.2	11.7
Queue Length 50th (ft)	218	0	52	203	171	5	0
Queue Length 95th (ft)	326	51	88	302	277	36	9
Internal Link Dist (ft)	335			265	354		66
Turn Bay Length (ft)		344	55			75	
Base Capacity (vph)	739	830	373	1003	505	881	597
Starvation Cap Reductn	153	78	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.82	0.45	0.50	0.57	0.71	0.21	0.01

Intersection Summary

HCM Signalized Intersection Capacity Analysis

3: Newton Street/Craven Circle & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↖	↗	↖	↗			↖	↗		↕	
Traffic Volume (vph)	0	442	308	172	525	0	328	0	167	0	1	6
Future Volume (vph)	0	442	308	172	525	0	328	0	167	0	1	6
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	4.5	4.5	4.5			4.5	4.5		4.5	
Lane Util. Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Frt		1.00	0.85	1.00	1.00			1.00	0.85		0.88	
Flt Protected		1.00	1.00	0.95	1.00			0.95	1.00		1.00	
Satd. Flow (prot)		1863	1583	1770	1863			1770	1583		1643	
Flt Permitted		1.00	1.00	0.25	1.00			0.75	1.00		1.00	
Satd. Flow (perm)		1863	1583	464	1863			1402	1583		1643	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	0	480	335	187	571	0	357	0	182	0	1	7
RTOR Reduction (vph)	0	0	202	0	0	0	0	0	82	0	4	0
Lane Group Flow (vph)	0	480	133	187	571	0	0	357	100	0	4	0
Turn Type		NA	Perm	pm+pt	NA		Perm	NA	custom		NA	
Protected Phases		2		1	6			4			8	
Permitted Phases	2		2	6			4		14	8		
Actuated Green, G (s)		35.7	35.7	48.5	48.5			32.5	45.3		32.5	
Effective Green, g (s)		35.7	35.7	48.5	48.5			32.5	45.3		32.5	
Actuated g/C Ratio		0.40	0.40	0.54	0.54			0.36	0.50		0.36	
Clearance Time (s)		4.5	4.5	4.5	4.5			4.5			4.5	
Vehicle Extension (s)		3.0	3.0	3.0	3.0			3.0			3.0	
Lane Grp Cap (vph)		738	627	370	1003			506	796		593	
v/s Ratio Prot		c0.26		0.05	c0.31						0.00	
v/s Ratio Perm			0.08	0.23				c0.25	0.06			
v/c Ratio		0.65	0.21	0.51	0.57			0.71	0.13		0.01	
Uniform Delay, d1		22.1	17.9	13.4	13.8			24.6	11.9		18.4	
Progression Factor		1.00	1.00	1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2		4.4	0.8	1.1	2.3			8.0	0.1		0.0	
Delay (s)		26.5	18.7	14.5	16.1			32.7	11.9		18.4	
Level of Service		C	B	B	B			C	B		B	
Approach Delay (s)		23.3			15.7			25.7			18.4	
Approach LOS		C			B			C			B	

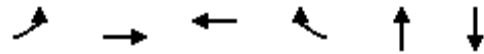
Intersection Summary		
HCM 2000 Control Delay	21.2	HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio	0.68	
Actuated Cycle Length (s)	90.0	Sum of lost time (s) 13.5
Intersection Capacity Utilization	87.0%	ICU Level of Service E
Analysis Period (min)	15	

c Critical Lane Group

Queues

7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Lane Group	EBL	EBT	WBT	WBR	NBT	SBT
Lane Group Flow (vph)	90	485	482	434	77	373
v/c Ratio	0.20	0.43	0.50	0.42	0.16	0.84
Control Delay	11.0	13.0	20.6	3.3	19.8	41.0
Queue Delay	0.0	0.0	1.1	0.2	0.0	0.0
Total Delay	11.0	13.0	21.7	3.6	19.8	41.0
Queue Length 50th (ft)	21	145	198	0	30	173
Queue Length 95th (ft)	53	279	341	57	54	249
Internal Link Dist (ft)		840	335		473	117
Turn Bay Length (ft)						
Base Capacity (vph)	451	1133	955	1023	662	581
Starvation Cap Reductn	0	0	254	158	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.20	0.43	0.69	0.50	0.12	0.64
Intersection Summary						

HCM Signalized Intersection Capacity Analysis
 7: Heard Street/Lyman Street & Main Street (Route 20)

08/31/2021



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗			↖	↗		↕			↕	
Traffic Volume (vph)	83	446	0	0	443	399	19	42	9	290	0	53
Future Volume (vph)	83	446	0	0	443	399	19	42	9	290	0	53
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Lane Util. Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Frt	1.00	1.00			1.00	0.85		0.98			0.98	
Flt Protected	0.95	1.00			1.00	1.00		0.99			0.96	
Satd. Flow (prot)	1770	1863			1863	1583		1805			1750	
Flt Permitted	0.33	1.00			1.00	1.00		0.89			0.74	
Satd. Flow (perm)	610	1863			1863	1583		1631			1341	
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	90	485	0	0	482	434	21	46	10	315	0	58
RTOR Reduction (vph)	0	0	0	0	0	215	0	6	0	0	48	0
Lane Group Flow (vph)	90	485	0	0	482	219	0	71	0	0	325	0
Turn Type	pm+pt	NA			NA	Perm	Perm	NA		Perm	NA	
Protected Phases	5	2			6			4			8	
Permitted Phases	2					6	4			8		
Actuated Green, G (s)	58.1	58.1			48.1	48.1		28.4			28.4	
Effective Green, g (s)	58.1	58.1			48.1	48.1		28.4			28.4	
Actuated g/C Ratio	0.61	0.61			0.50	0.50		0.30			0.30	
Clearance Time (s)	4.5	4.5			4.5	4.5		4.5			4.5	
Vehicle Extension (s)	3.0	3.0			3.0	3.0		3.0			3.0	
Lane Grp Cap (vph)	437	1133			938	797		485			398	
v/s Ratio Prot	0.01	c0.26			c0.26							
v/s Ratio Perm	0.11					0.14		0.04			c0.24	
v/c Ratio	0.21	0.43			0.51	0.27		0.15			0.82	
Uniform Delay, d1	9.5	9.9			15.9	13.6		24.6			31.1	
Progression Factor	1.00	1.00			1.00	1.00		1.00			1.00	
Incremental Delay, d2	0.2	1.2			2.0	0.9		0.1			12.1	
Delay (s)	9.7	11.1			17.9	14.5		24.8			43.2	
Level of Service	A	B			B	B		C			D	
Approach Delay (s)		10.9			16.3			24.8			43.2	
Approach LOS		B			B			C			D	

Intersection Summary

HCM 2000 Control Delay	20.2	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.62		
Actuated Cycle Length (s)	95.5	Sum of lost time (s)	13.5
Intersection Capacity Utilization	65.1%	ICU Level of Service	C
Analysis Period (min)	15		



c Critical Lane Group

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T			T		T
Traffic Vol, veh/h	2	1	1	492	477	2
Future Vol, veh/h	2	1	1	492	477	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	1	1	535	518	2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1056	519	520	0	-	0
Stage 1	519	-	-	-	-	-
Stage 2	537	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	250	557	1046	-	-	-
Stage 1	597	-	-	-	-	-
Stage 2	586	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	250	557	1046	-	-	-
Mov Cap-2 Maneuver	250	-	-	-	-	-
Stage 1	596	-	-	-	-	-
Stage 2	586	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.9	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1046	-	306	-	-
HCM Lane V/C Ratio	0.001	-	0.011	-	-
HCM Control Delay (s)	8.4	0	16.9	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection						
Int Delay, s/veh	0.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	6	64	7	0	0
Future Vol, veh/h	0	6	64	7	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	16979
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	7	70	8	0	0

Major/Minor	Minor1	Major1	
Conflicting Flow All	-	74	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.22	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.318	-
Pot Cap-1 Maneuver	0	988	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	-	988	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB
HCM Control Delay, s	8.7	0
HCM LOS	A	

Minor Lane/Major Mvmt	NBT	NBRWBLn1
Capacity (veh/h)	-	988
HCM Lane V/C Ratio	-	0.007
HCM Control Delay (s)	-	8.7
HCM Lane LOS	-	A
HCM 95th %tile Q(veh)	-	0

TRAFFIC IMPACT STUDY

Appendix C Crash Data

October 21, 2021

Appendix C Crash Data

INTERSECTION CRASH RATE WORKSHEET

CITY/TOWN : Waltham COUNT DATE : _____

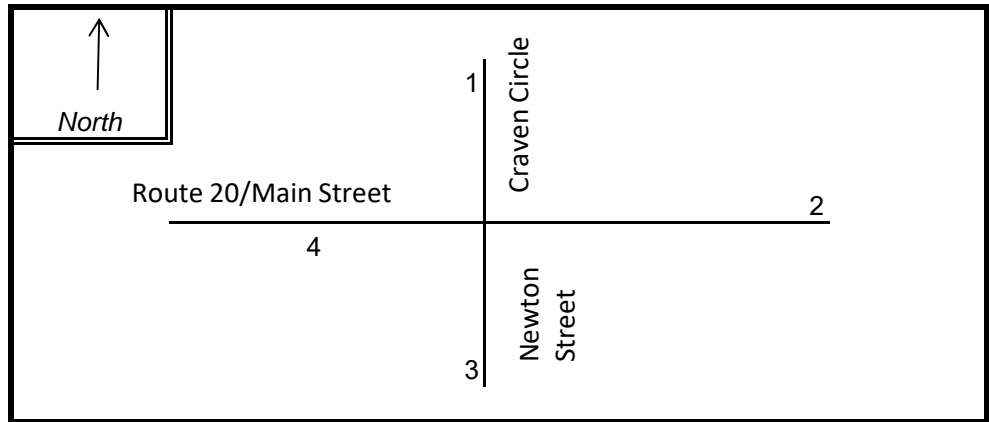
DISTRICT : 4 UNSIGNALIZED : SIGNALIZED :

~ INTERSECTION DATA ~

MAJOR STREET : Route 20/Main Street

MINOR STREET(S) : Newton Street/Craven Cir

**INTERSECTION
 DIAGRAM
 (Label Approaches)**



PEAK HOUR VOLUMES

APPROACH :	1	2	3	4	5	Total Peak Hourly Approach Volume
DIRECTION :	WB	NB	EB	SB		
PEAK HOURLY VOLUMES (PM) :	672	475	726	7		1,880

" K " FACTOR : INTERSECTION ADT (V) = TOTAL DAILY APPROACH VOLUME :

TOTAL # OF CRASHES : # OF YEARS : AVERAGE # OF CRASHES PER YEAR (A) :

CRASH RATE CALCULATION :

1.01

$$\text{RATE} = \frac{(A * 1,000,000)}{(V * 365)}$$

Comments : _____

Project Title & Date: 2Life Waltham 7/2021

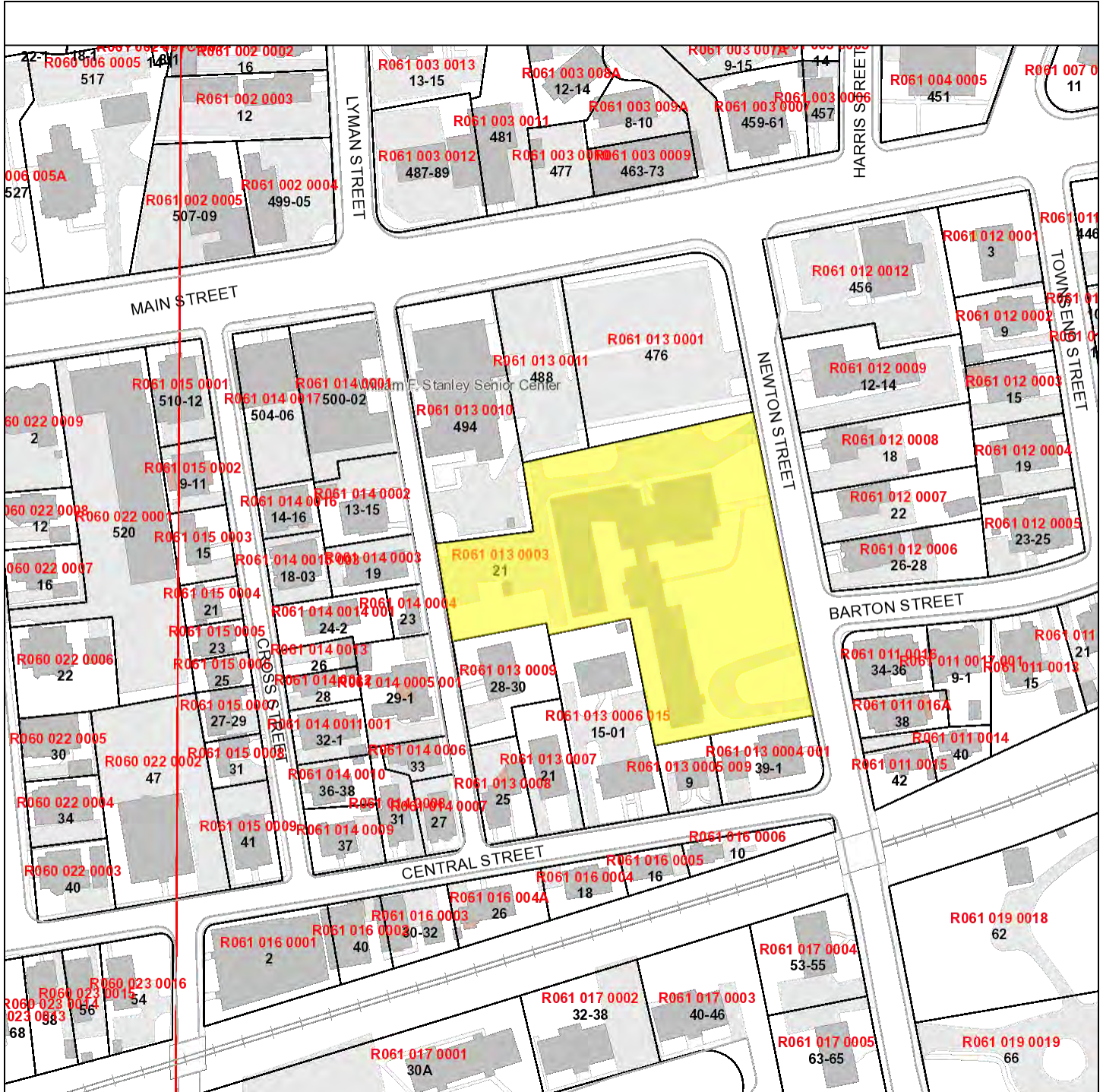
TRAFFIC IMPACT STUDY

Appendix C Crash Data

October 21, 2021

SECTION 11

LOCUS MAP OF PHOTOS



This map is for reference and planning purposes only. It is prepared for the inventory of real property within the City of Waltham and is compiled from tax maps, recorded deeds and plats. Users of this tax map are hereby notified that the aforementioned public primary information sources should be consulted for the verification of the information contained on this map. The City of Waltham and its mapping contractors assume no legal responsibility for the information contained herein.

- Rail Line
- ⊞ City Boundary
- ▒ Swimming Pools
- Parcels
- Buildings
 - Building Footprints
 - Deck
 - Private Walkways
- Sidewalks
- Parking Lots
- Paved Area
- Unpaved Area





Existing aerial view



The façade (east elevation) of the Leland Home, view west



The courtyard between the Leland Home and the 1938 and 1954 additions, view north



The façade of the 1952 addition, view northwest



Rear (west) elevation of the 1952 addition, view southeast

SECTION 12

ARCHITECTURAL, ENGINEERING AND LANDSCAPING
PLANS

LELAND HOUSE COMP. PERMIT (M.G.L.c. 40B)

DECEMBER 20, 2021

21 NEWTON STREET, WALTHAM, MA 02453



SHEET LIST

- ALTA/NSPS LAND TITLE SURVEY
- PARCEL ABUTTERS MAP
- L-101 ZONING PLAN
- L-201 LAYOUT AND MATERIALS PLAN L-301
- GRADING PLAN
- C-401 UTILITIES PLAN
- L-501 PLANTING PLAN
- L-601 SITE DETAILS
- L-602 SITE DETAILS
- C-603 UTILITIES DETAILS
- C-604 UTILITIES DETAILS
- A1-01 AERIAL PHOTOS
- A1-10 GROUND & LEVEL 2 FLOOR PLANS
- A1-11 LEVEL 3 & ROOF FLOOR PLANS
- A2-10 BUILDING ELEVATIONS

ARCHITECT:
 PCA, INC.
 221 Hampshire Street
 Cambridge, MA 02139
 Laura Homich
 617-547-8120
 lhomich@pcadesign.com

PETITIONER/DEVELOPER:
 2Life Development Inc.
 30 Wallingford Road
 Brighton, MA 02135
 Zoe Weinrobe
 617-912-8406
 zweinrobe@2lifecommunities.org

OWNER:
 The Leland Home
 21 Newton Street
 Waltham, MA 02453
 Christopher Sintros
 978-402-8201

CIVIL/LANDSCAPE ENGINEER:
 Stantec Consulting
 226 Causeway Street, 6th Floor
 Boston, MA 02114
 Dylan Stevens
 617-654-6063
 Dylan.Stevens@stantec.com

TRAFFIC CONSULTANT:
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 mconnors@connorslaws.com

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 Teresa M. Santalucia
 617-224-0621
 tsantalucia@kleinhornig.com

GEOTECH AND
 GEORENVIROMENTAL ENGINEER
 McPhail Associates, LLC
 2269 Massachusetts Ave
 Cambridge, MA 02140
 Kevin D. Jordan
 617-868-1420
 kjordan@mcphailgeo.com

LELAND HOUSE COMP. PERMIT (M.G.L.c. 40B)
 21 NEWTON STREET, WALTHAM, MA 02453
 PCA PROJECT #:21008.00

EXHIBIT A OF Fidelity National Title Insurance Company's Commitment, MMOG File No. 21-56754, Effective date October 8, 2021 (Legal Description)

Parcel One
A certain parcel of land with improvements thereon situate in Waltham and bounded and described as follows, to wit:

Beginning at the northeasterly corner of the granted premises at a point in the westerly line of Newton Street at land of H. Adelaide Hovey, thence running southerly along the westerly line of Newton Street one hundred and seventy and five tenths (170 5/10) feet to land formerly of Martha M. Walcott; thence turning and running westerly bounding southerly on said land formerly of Martha M. Walcott and on land of Clara L. Hodgdon and land of Lawrence Ward two hundred and seventy three and sixty-nine one hundredths (273 69/100) feet to Heard Street, formerly called Church Avenue, thence running northerly along the easterly line of said Heard Street one hundred and one (101) feet to land of the City of Waltham used now for school purposes, thence turning and running easterly bounding northerly on said land of the City of Waltham eighty-eight and thirty one hundredths (88 30/100) feet to a corner, thence turning and running northerly and bounding westerly on said land of said City sixty-four and seventy five one hundredths (64 75/100) feet to a corner and land of Annie M. and Catherine Healey thence turning and running easterly bounding northerly by land of said Healeys, land of George A. Stearns and land of H. Adelaide Hovey one hundred seventy nine and 341/100 (179 34/100) feet to the point of beginning, be the said distances more or less.

Parcel Two
The land in Waltham with the buildings thereon bounded and described as follows:

Beginning at the southeasterly corner of the granted premises at a point in the westerly line of Newton Street distant one hundred forty-two and 391/100 (142.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west seventy-five and 3/100 (75.03) feet;

Thence north 55° 13' 40" west seven and 7/100 (7.07) feet;
Thence south 79° 46' 20" west, sixty-nine and 91/100 (69.91) feet to land of the Roman Catholic Archbishop of Boston;
Thence north 10° 57' 30" west bounding westerly on said land of the Roman Catholic Archbishop of Boston forty-five (45) feet to land of the Leland Home for Aged Women;
Thence north 79° 46' 20" east, bounded northerly by said land of the Leland Home one hundred forty-nine and 90/100 (149.90) feet to said westerly line of Newton Street;
Thence south 10° 55' 40" east along said westerly line of Newton Street fifty (50) feet to the point of beginning.

Containing 7131.8 square feet.

Together with a right of way over a strip of land adjoining the above-described parcel on a part of the southerly boundary to be forever kept open for the use in common of the parties described in the said deed of Mary O'Riley and described as follows to wit: beginning at a point on said westerly line of Newton Street distant one hundred thirty and 391/100 (130.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west, eighty and 15/100 (80.15) feet; thence north 55° 13' 40" west twenty-four and 4/100 (24.04) feet to a point of intersection with the southerly boundary of the first described parcel; thence easterly along said southerly boundary to Newton Street; thence southerly along the westerly line of Newton Street twelve feet to the point of beginning.

Parcel Three
The land in said Waltham with the buildings thereon bounded and described as follows:

Easterly by Newton Street, seventy-two and 61/10 (72.6) feet;
Northerly by land of the grantee, twenty-five and 3/100 (75.03) feet;
Northeasterly by the same, seven and 71/100 (7.07) feet;
Northerly again by the same, sixty-nine and 91/100 (69.91) feet;
Westerly by land now or formerly of the Roman Catholic Archbishop of Boston, seventy-six and 61/10 (76.6) feet, and
Southerly by land now or late of Crosby and land of the grantee, one hundred forty-seven and 4/10 (147.4) feet.

Schedule B - Section 2 of Fidelity National Title Insurance Company's Commitment, MMOG File No. 21-56754, Effective date October 8, 2021

(B) Intentionally deleted.

AS-SURVEYED BOUNDARY DESCRIPTION

A certain parcel of land located in the Commonwealth of Massachusetts, County of Middlesex, City of Waltham, situated on the westerly sideline of Newton Street and the easterly sideline of Heard Street, more particularly bounded and described as follows:

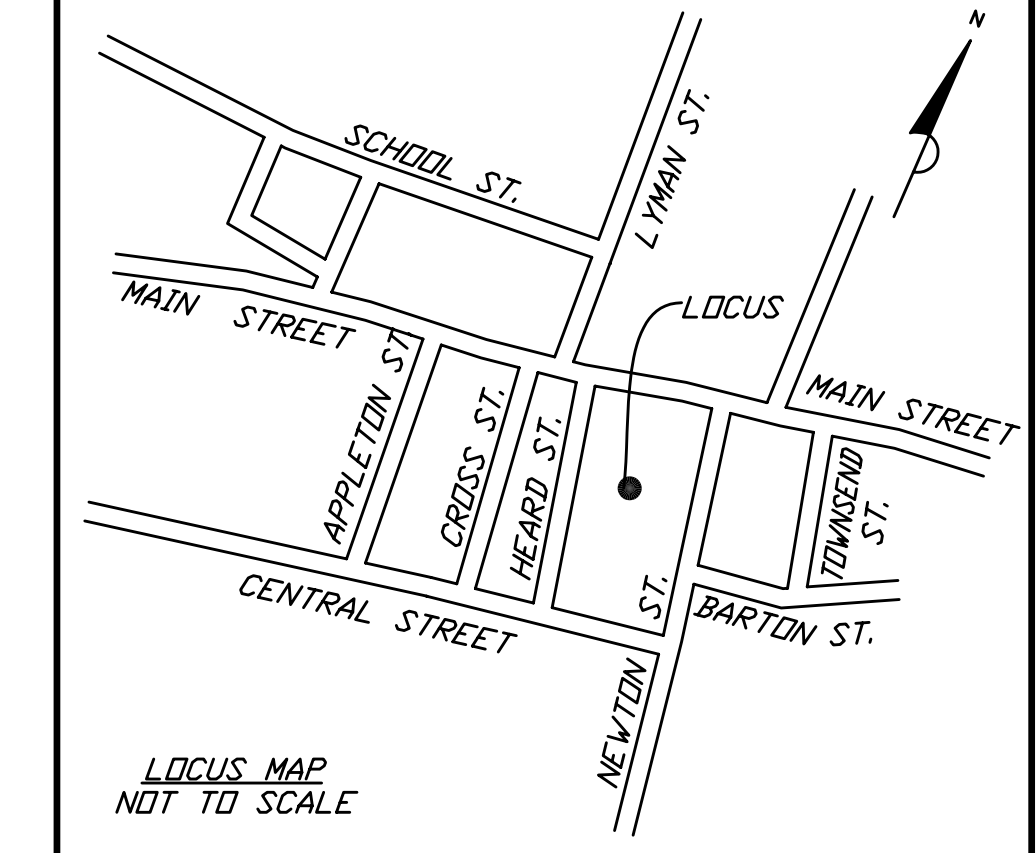
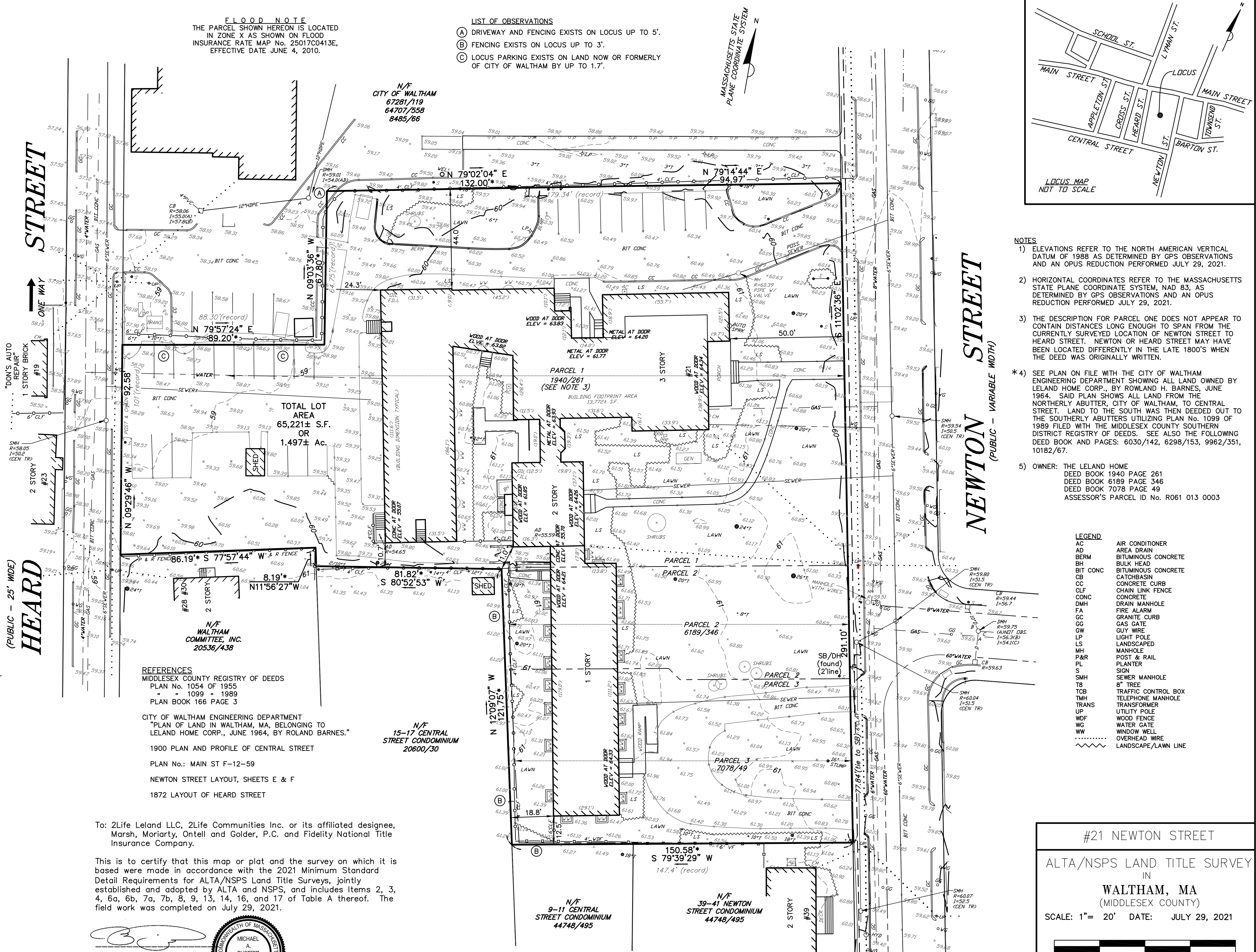
Beginning at a point on the westerly sideline of Newton Street, said point being the most northeasterly corner of the parcel; thence running

- S 11°02'36" E 291.10' by the westerly sideline of Newton Street to a point; thence turning and running
- S 79°39'29" W 150.58' to a point; thence turning and running
- N 12°09'07" W 121.75' to a point; thence turning and running
- S 80°52'53" W 81.82' to a point; thence turning and running
- N 11°56'27" W 8.19' to a point; thence turning and running
- S 77°57'44" W 86.19' to a point; thence turning and running
- N 09°29'46" W 92.58' by the easterly sideline of Heard Street to a point; thence turning and running
- N 79°57'24" E 89.20' to a point; thence turning and running
- N 09°03'36" W 67.80' to a point; thence turning and running
- N 79°02'04" E 132.00' to a point; thence turning and running
- N 79°14'44" E 94.97' to the POINT OF BEGINNING.

Containing 65,221 square feet or 1.497 acres, more or less.

FLOOD NOTE
THE PARCEL SHOWN HEREON IS LOCATED IN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP No. 25017C0413E, EFFECTIVE DATE JUNE 4, 2010.

- LIST OF OBSERVATIONS**
- (A) DRIVEWAY AND FENCING EXISTS ON LOCUS UP TO 5'.
 - (B) FENCING EXISTS ON LOCUS UP TO 3'.
 - (C) LOCUS PARKING EXISTS ON LAND NOW OR FORMERLY OF CITY OF WALTHAM BY UP TO 1.7'.



- NOTES**
- 1) ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AS DETERMINED BY GPS OBSERVATIONS AND AN OPUS REDUCTION PERFORMED JULY 29, 2021.
 - 2) HORIZONTAL COORDINATES REFER TO THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83, AS DETERMINED BY GPS OBSERVATIONS AND AN OPUS REDUCTION PERFORMED JULY 29, 2021.
 - 3) THE DESCRIPTION FOR PARCEL ONE DOES NOT APPEAR TO CONTAIN DISTANCES LONG ENOUGH TO SPAN FROM THE CURRENTLY SURVEYED LOCATION OF NEWTON STREET TO HEARD STREET. NEWTON OR HEARD STREET MAY HAVE BEEN LOCATED DIFFERENTLY IN THE LATE 1800'S WHEN THE DEED WAS ORIGINALLY WRITTEN.
 - 4) SEE PLAN ON FILE WITH THE CITY OF WALTHAM ENGINEERING DEPARTMENT SHOWING ALL LAND OWNED BY LELAND HOME CORP., BY ROWLAND H. BARNES, JUNE 1964. SAID PLAN SHOWS ALL LAND FROM THE NORTHERLY ABUTTER, CITY OF WALTHAM, TO CENTRAL STREET. LAND TO THE SOUTH WAS THEN DEEDED OUT TO THE SOUTHERLY ABUTTERS UTILIZING PLAN No. 1099 OF 1989 FILED WITH THE MIDDLESEX COUNTY SOUTHERN DISTRICT REGISTRY OF DEEDS. SEE ALSO THE FOLLOWING DEED BOOK AND PAGES: 6030/142, 6298/153, 9962/351, 10182/67.
 - 5) OWNER: THE LELAND HOME
DEED BOOK 1940 PAGE 261
DEED BOOK 6189 PAGE 346
DEED BOOK 7078 PAGE 49
ASSESSOR'S PARCEL ID No. R061 013 0003

LEGEND

AC	AIR CONDITIONER
AD	AREA DRAIN
BERM	BITUMINOUS CONCRETE
BH	BULK HEAD
BIT CONC	BITUMINOUS CONCRETE
CB	CATCHBASIN
CC	CONCRETE CURB
CLF	CHAIN LINK FENCE
CONC	CONCRETE
DMH	DRAIN MANHOLE
FA	FIRE ALARM
GC	GRANITE CURB
GG	GAS GATE
GW	GUY WIRE
LP	LIGHT POLE
LS	LANDSCAPED
MH	MANHOLE
PAR	POST & RAIL
PL	PLANTER
S	SIGN
SMH	SEWER MANHOLE
TB	8" TREE
TCB	TRAFFIC CONTROL BOX
TMH	TELEPHONE MANHOLE
TRANS	TRANSFORMER
UP	UTILITY POLE
WDF	WOOD FENCE
WG	WATER GATE
WW	WINDOW WELL
.....	OVERHEAD WIRE
~~~~~	LANDSCAPE/LAWN LINE

**REFERENCES**  
MIDDLESEX COUNTY REGISTRY OF DEEDS  
PLAN No. 1054 OF 1955  
" 1099 " 1989  
PLAN BOOK 166 PAGE 3

CITY OF WALTHAM ENGINEERING DEPARTMENT  
"PLAN OF LAND IN WALTHAM, MA, BELONGING TO LELAND HOME CORP., JUNE 1964, BY ROLAND BARNES."  
1900 PLAN AND PROFILE OF CENTRAL STREET  
PLAN No.: MAIN ST F-12-59  
NEWTON STREET LAYOUT, SHEETS E & F  
1872 LAYOUT OF HEARD STREET

To: 2Life Leland LLC, 2Life Communities Inc. or its affiliated designee, Marsh, Moriarty, Ontell and Golder, P.C. and Fidelity National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6a, 6b, 7a, 7b, 8, 9, 13, 14, 16, and 17 of Table A thereof. The field work was completed on July 29, 2021.

Michael A. Pustizzi, PLS  
mikep@pls-inc.net  
Registration No. 46505  
Date of Survey: July 29, 2021  
Date of Last Revision: November 18, 2021



UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. BEFORE DESIGN AND CONSTRUCTION CALL "DIG SAFE" 1-888-344-7233. SOME DATA IS CONFLICTING AND CAN ONLY BE VERIFIED BY EXCAVATION.

#21 NEWTON STREET  
ALTA/NSPS LAND TITLE SURVEY  
IN  
WALTHAM, MA  
(MIDDLESEX COUNTY)  
SCALE: 1"= 20' DATE: JULY 29, 2021

Precision Land Surveying, Inc.  
32 Tumpike Road  
Southborough, Massachusetts 01772  
TEL NO: (508) 460-1789 FAX NO: (508) 970-0096  
493571.DWG

**21 NEWTON STREET  
PARCEL ABUTTERS  
CITY OF WALTHAM  
MASSACHUSETTS**



**DISCLAIMER:**  
This map is for reference and planning purposes only. It is prepared for the inventory of real property within the City of Waltham and is compiled from tax maps, recorded deeds and plats. Users of this tax map are hereby notified that the aforementioned public primary information sources should be consulted for the verification of the information contained on this map. The City of Waltham and its mapping contractors assume no legal responsibility for the information contained herein.

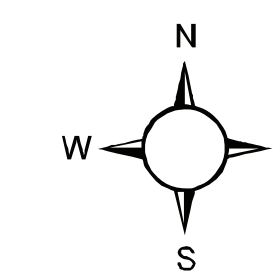
**DATA SOURCE:**  
The digital planimetric base map data was developed by Chas H Sells, Inc. and is updated using spring 2020 1"= 40' scale color orthophotographs. The parcel data and are current as of January 2021. Map prepared by City of Waltham GIS.

**Legend**

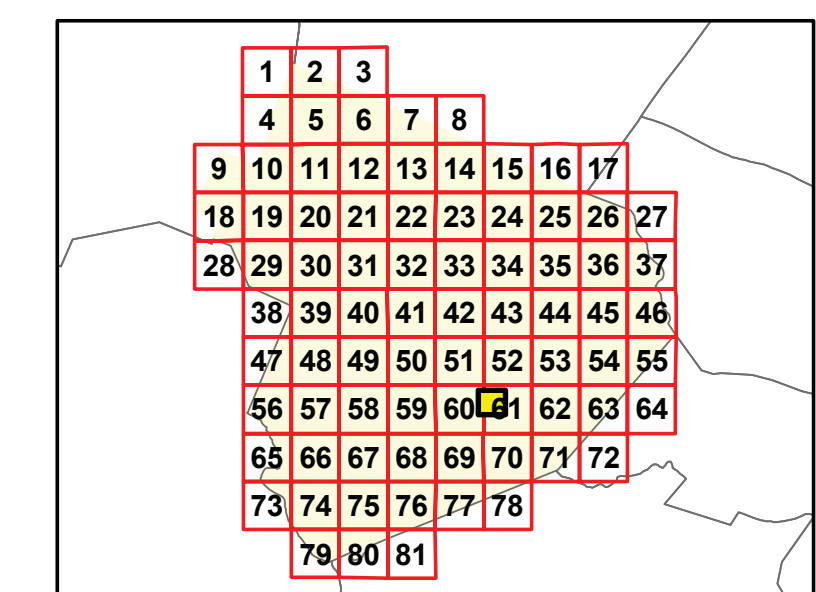
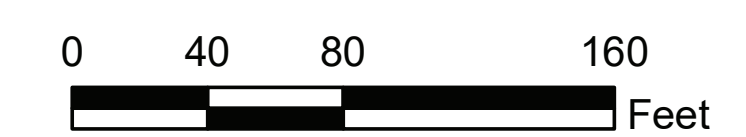
- 300 Foot Radius
- Edge of Pavement
- Unpaved Road
- Fence
- Retaining Wall
- Rail Lines
- Tax Map Grid
- Parcel Lines
- Walkway/Sidewalk
- Swimming Pools
- Building Footprint
- Deck
- Paved Area

Parcel Number  
R022 015 0001

Address Number  
19



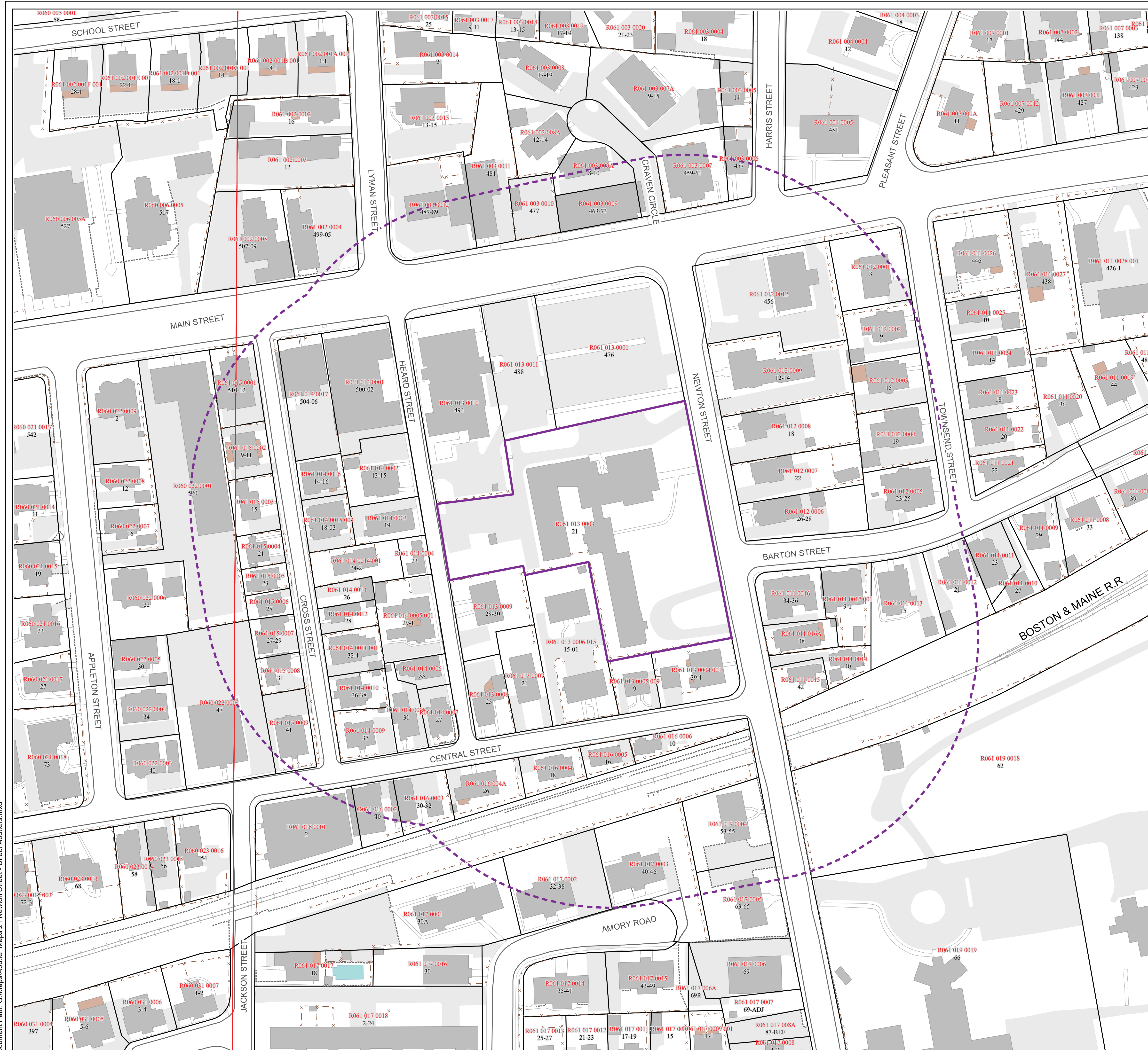
1 inch = 80 feet



Map No.:

**61**

Date: 10/22/2021



**LELAND HOUSE COMP.  
PERMIT (M.G.L.C. 40B)**  
21 NEWTON ST. WALTHAM, MA 02453

REVISIONS:

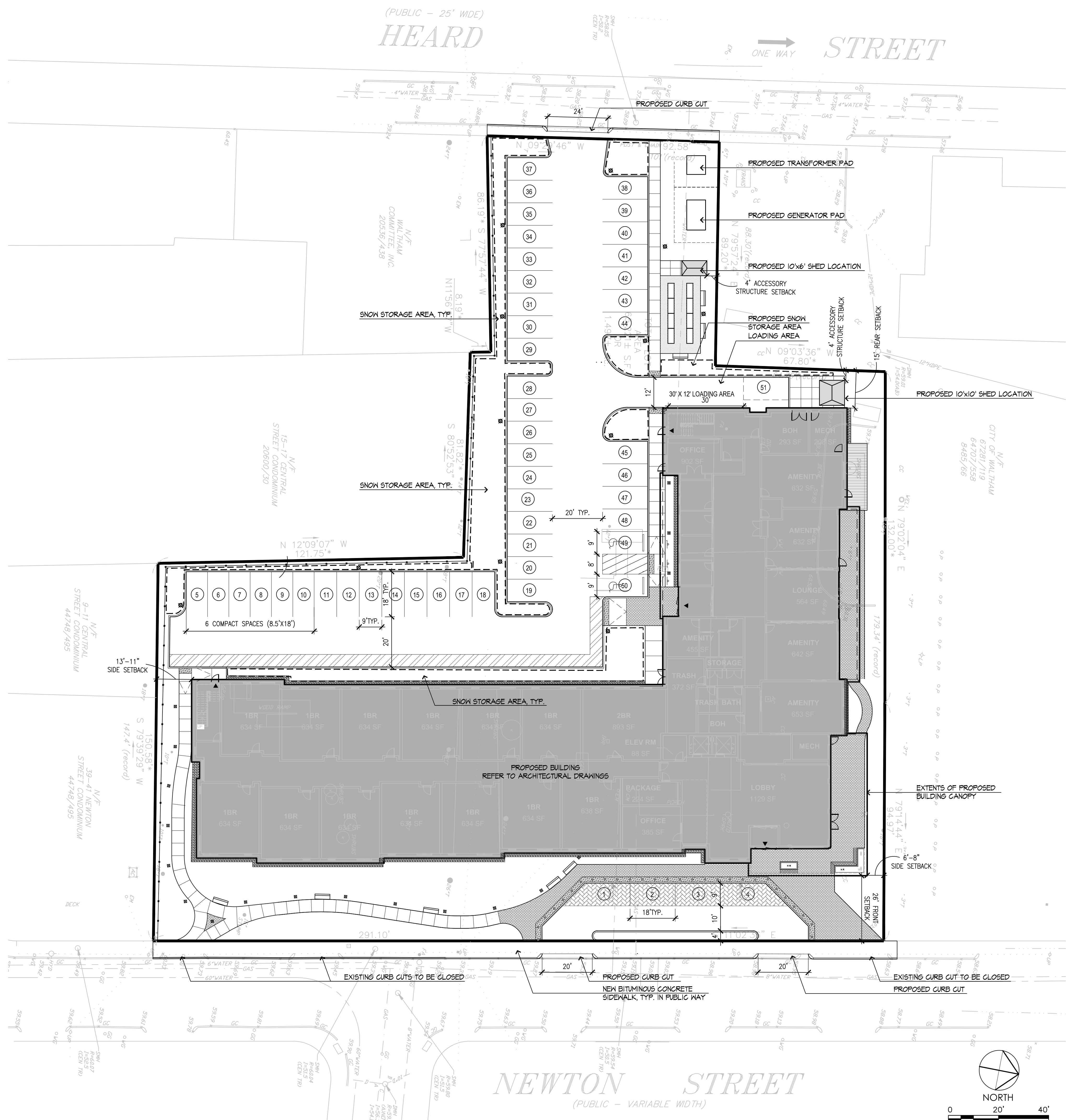


ORIGINAL ISSUE:  
12/20/21

ZONING PLAN

L-101

PRINTED: 10/22/2021 2:48:08 PM



**LEGEND**

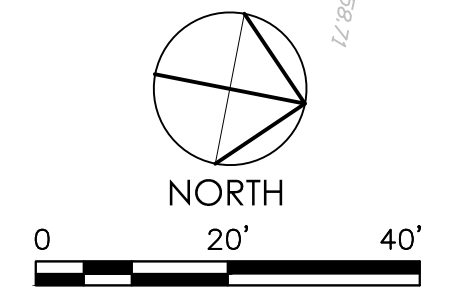
- PROPERTY LINE
- PARKING SPACE NUMBER (SHOWN FOR REFERENCE, NOT TO BE PERMANENTLY MARKED)
- PROPOSED SNOW STORAGE AREA (~3,500 SF TOTAL IN ALL SHOWN AREAS)

**Zoning Summary**

Zoning information below (as well as waivers) are based on the dimensional requirements of the Residence B Zoning District for Single- and Two-family uses, and the proposed multifamily use, which is Not Allowed in the Residence B Zone pursuant to Section 3.4 The Table of Uses.

ZONE RB	EXISTING	REQUIRED/ALLOWED	PROPOSED	WAIVER
<b>MIN BLDG SETBACKS</b>				
FRONT	50'	15'	26'	No
SIDE (NORTH)	44'	10'	6'-8"	Yes
SIDE (SOUTH)	12'-6"	10'	13'-11"	No
REAR	18'-10"	30'	15'-0"	Yes
<b>MAX HEIGHT</b>	40 FT	40 FT	40 FT	No
<b>MAX STORIES</b>	3 STORIES	3 STORIES	3 STORIES	No
<b>FAR</b>	.28	-	1.15	Yes
<b>LOT COVERAGE (%)</b>	15,000 SF (23.5%)	Max. 30%	24,600 SF (38.6%)	Yes
<b>MIN OPEN SPACE (%)</b>	79% (51,449 SF/Lot Area)	-	63% (40,798 SF/Lot Area)	Yes
<b>LOT AREA (SF)</b>	65,221	6,000	65,221	No
<b>MAX DWELLING UNITS/ACRE</b>	26 units/acre	-	46 units/acre	Yes
<b>LOT FRONTAGE (FT)</b>	292	60	292	No
<b>MIN LOT AREA/UNIT (SF)</b>	757 SF per unit	-	240 SF per unit	Yes
<b>MIN OPEN SPACE/UNIT (SF)</b>	1283 SF per unit	-	576 SF per unit	Yes
<b>MIN LOT WIDTH (FT)</b>	89	-	89	No
<b>PARKING</b>	2 per Unit	2 per unit	0.75 per unit (68 units X .75 = 51 SPOTS)	Yes
<b>LANDSCAPE</b>	18 Trees	1 tree per 10 cars (8 Trees @ 51 spots)	>30 Trees	No
<b>SNOW STORAGE</b>	N/A	40 SF per parking space (2,040 SF)	~3,500 SF	No
<b>LOADING</b>	-	12'x70'	12'x30'	Yes

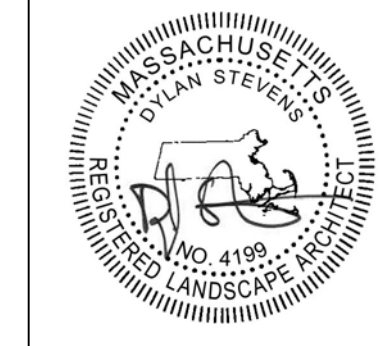
ACCESSORY STRUCTURE	EXISTING	REQUIRED/ALLOWED	PROPOSED	WAIVER
<b>MINIMUM SETBACKS</b>				
SIDE	N/A	5'	4' (6' x 10' shed)	Yes
REAR	N/A	5'	4' (10' x 10' shed)	Yes
<b>SETBACK FROM PRINCIPAL BUILDING</b>	N/A	10'	2' (10' x 10' shed)	Yes





**LELAND HOUSE COMP.  
PERMIT (M.G.L.C. 40B)**  
21 NEWTON ST. WALTHAM, MA 02453

REVISIONS:

ORIGINAL ISSUE:  
12/20/21

LAYOUT AND MATERIALS PLAN

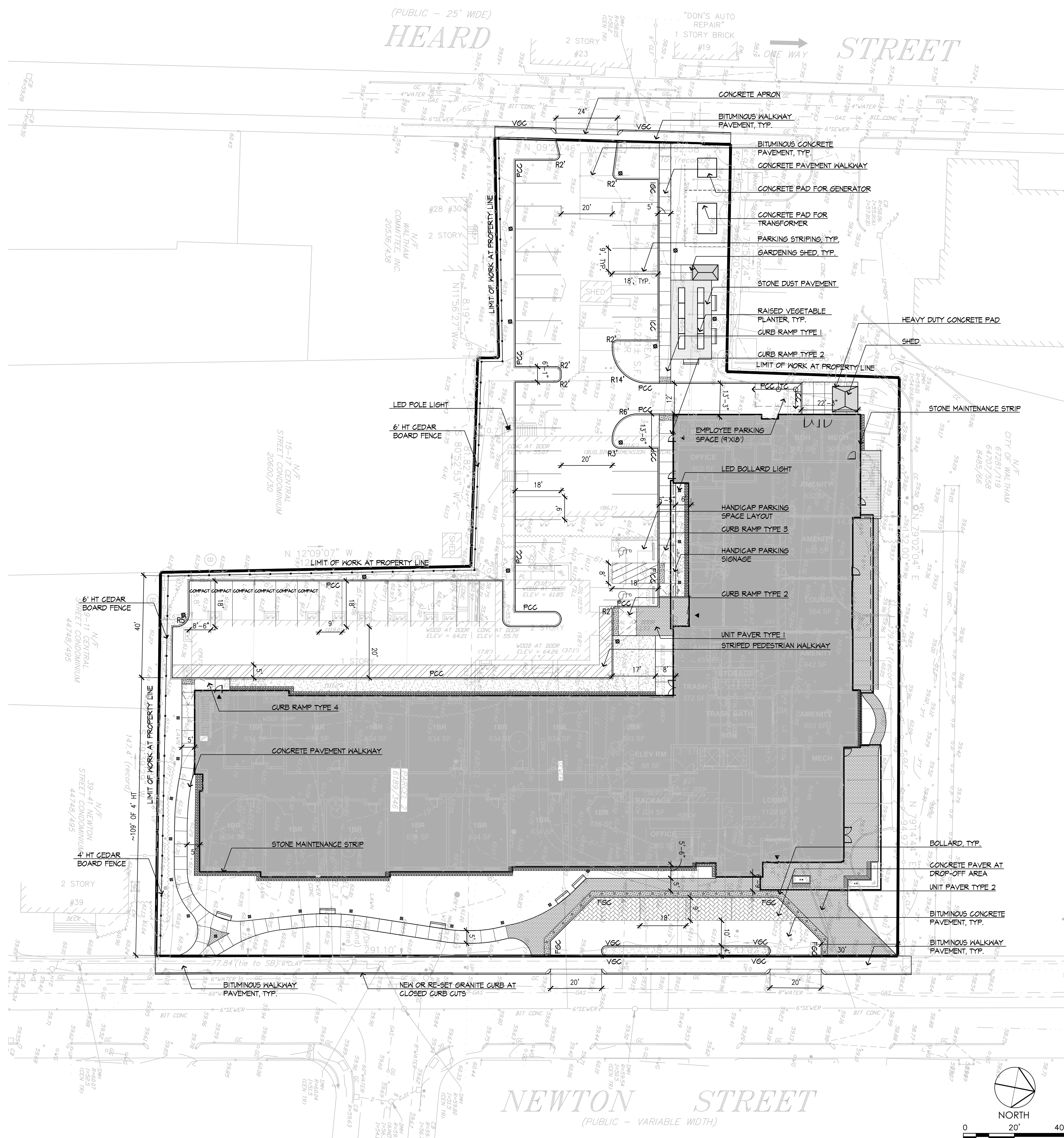
L-201  
© 2021 PCA

**LEGEND**

	PROPERTY LINE		LED POLE LIGHT
	UNIT PAVER		LED BOLLARD LIGHT
	UNIT PAVER- VEHICULAR		CEDAR BOARD FENCE (4' OR 6' HT, REFER TO
	COMPOSITE DECKING		LANDSCAPED AREA
	CEMENT CONCRETE PAVEMENT		BENCH
	VERTICAL GRANITE CURB		
	FLUSH GRANITE CURB		
	PRECAST CONCRETE CURB		
	INTEGRAL CONCRETE CURB		

**LAYOUT AND MATERIAL NOTES**

- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY PRECISION LAND SURVEYING, INC. OF SOUTHBOROUGH, MA AND DATED JULY 24, 2021.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE BASED ON THE SURVEY REFERENCED ABOVE. THE CONTRACTOR SHALL NOTIFY DIGSAFE AND THE PROPER LOCAL AUTHORITIES OR RESPECTIVE UTILITY COMPANIES TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE CONTRACTOR.
- CONTRACTOR(S) SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND SITE CONDITIONS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS, AND SITE CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND RESOLUTION PRIOR TO BIDDING OR CONSTRUCTION.
- ALL WORK CONDUCTED WITHIN PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF WALTHAM AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT).
- SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS AND ALL DETAILS CONTIGUOUS TO THE BUILDING, INCLUDING SIDEWALKS, RAMPS, UTILITY ENTRANCE LOCATIONS, WALL PACKS, CONCRETE DOOR PADS, ROOF DRAINS, ETC.
- ACCESSIBLE CURB RAMPS SHALL BE PER THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (AAB) AND THE AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES, WHICHEVER IS MORE STRINGENT.
- THE FOLLOWING LAYOUT CRITERIA SHALL CONTROL UNLESS OTHERWISE NOTED ON THE PLAN: ALL DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING. ALL DIMENSIONS ARE TO FACE OF CURB AT GUTTER LINE. ALL DIMENSIONS ARE TO CENTER OF PAVEMENT MARKINGS. ALL TIES TO PROPERTY LINES ARE PERPENDICULAR TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- FOR LAYOUT AND DIMENSIONING OF BUILDINGS, SEE ARCHITECTURAL DRAWINGS.
- SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPINGED UPON BY PROPOSED BUILDINGS AND/OR SITE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND/OR CAPPED OR DEMOLISHED AS REQUIRED.



**LELAND HOUSE COMP.  
PERMIT (M.G.L.C. 40B)**  
21 NEWTON ST. WALTHAM, MA 02453

REVISIONS:



ORIGINAL ISSUE:  
12/20/21

GRADING PLAN

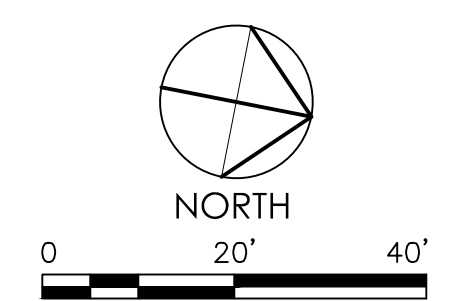
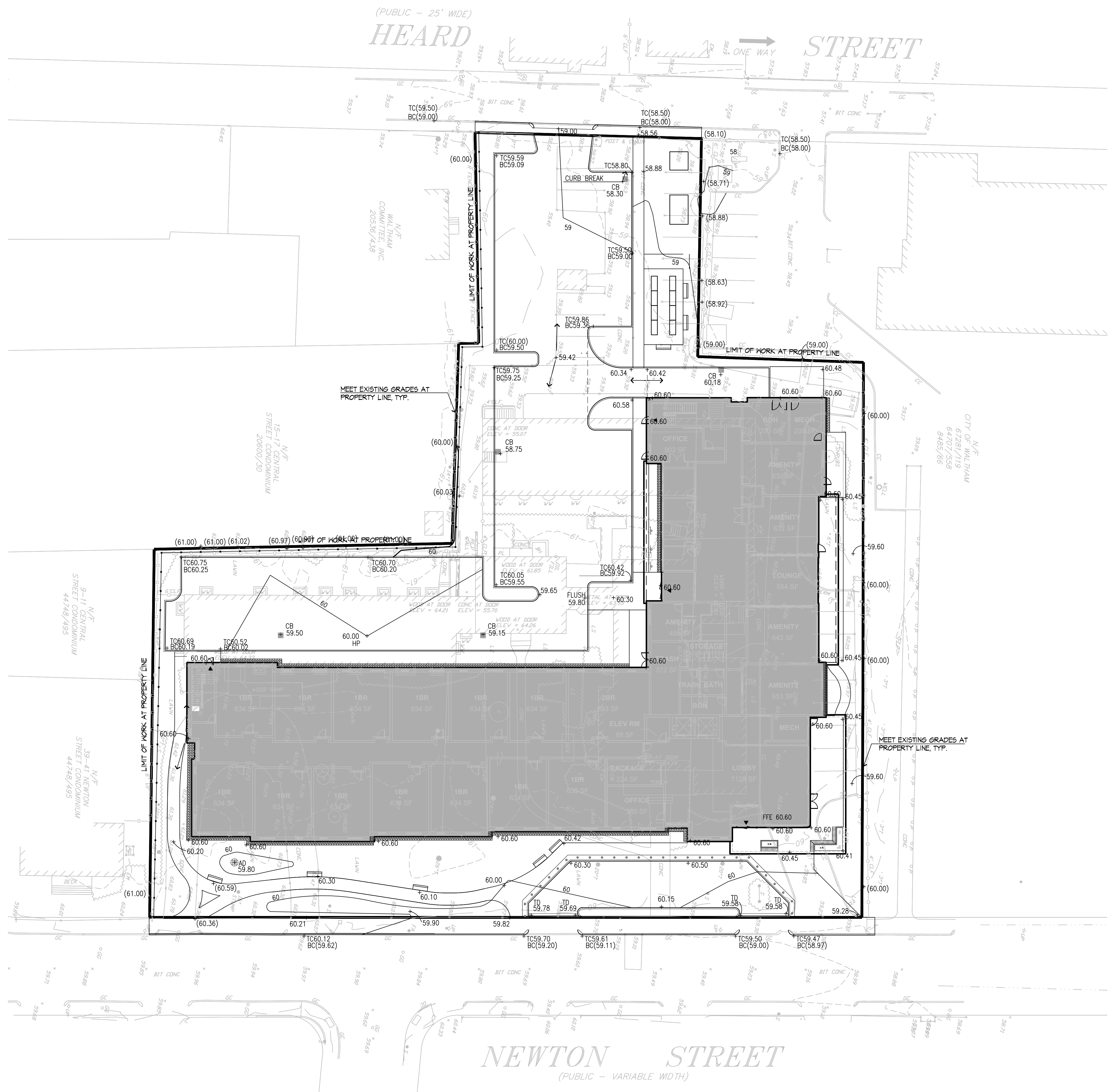
L-301  
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LEGEND

	PROPERTY LINE
	PROPOSED CONTOUR MAJOR LINE
	PROPOSED CONTOUR MINOR LINE
	SPOTGRADE
	CATCH BASIN

GRADING NOTES

- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY AN ALTANSPS LAND TITLE SURVEY PREPARED BY PRECISION LAND SURVEYING, INC. OF SOUTHBOROUGH, MA AND DATED JULY 29, 2021.
- PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT, BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DIGSAFE AND BE PROVIDED WITH A DIGSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
- WHERE PROPOSED GRADES MEET EXISTING GRADES, CONTRACTOR SHALL BLEND GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND NEW WORK. PONDING AT TRANSITION AREAS WILL NOT BE ALLOWED.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES AND PLANTING BEDS.
- MAXIMUM SLOPE IN DISTURBED AREAS SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL MEET THE REQUIREMENTS OF 521 CMR OF THE ARCHITECTURAL ACCESS BOARD REGULATIONS. ALL GRADES ON WALKWAYS, RAMPS, CURB CUTS AND PARKING AREAS AS DEFINED BY 521 CMR SHALL COMPLY WITH THE MAXIMUM ALLOWABLE GRADES. GRADES SHALL BE MEASURED AT TWO FOOT INTERVALS. CROSS SLOPES ON ALL WALKS, PATHS OF TRAVEL AND ACCESSIBLE ROUTES AS DEFINED IN 521 CMR SHALL NOT EXCEED 1.5%. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IF DISCREPANCIES ARISE BETWEEN THE ACTUAL GRADES SHOWN ON THE PLANS AND THE MAXIMUM ALLOWABLE GRADES INDICATED IN 521 CMR.
- ALL WALKWAYS SHALL BE GRADED TO A MAXIMUM 4.5% RUNNING SLOPE (PARALLEL TO THE DIRECTION OF TRAVEL). THE CROSS PITCH OF ALL WALKWAYS, PATHS AND PLAZAS SHALL NOT EXCEED 1.5% (PERPENDICULAR TO THE DIRECTION OF TRAVEL). THE SLOPE OF ALL RAMPS AND SIDE SLOPES OF HANDICAP CURB CUTS AS DEFINED BY SECTION 211 OF 521 CMR SHALL BE CONSTRUCTED AT 1.5% MAXIMUM. RAMPS AS DEFINED IN SECTION 24.1 OF 521 CMR SHALL BE CONSTRUCTED TO A MAXIMUM SLOPE OF 7.5%.
- ENSURE ALL EXISTING (TO REMAIN), AND PROPOSED MANHOLE COVERS PROPERLY IDENTIFY UTILITY SERVICED.
- CONTRACTOR SHALL VERIFY EXISTING GRADES AND NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
- BITUMINOUS CONCRETE ELEVATIONS AT CATCH BASINS TO BE 1/4 INCH ABOVE RIM ELEVATION SHOWN FOR CATCH.
- CONTRACTOR TO ADJUST UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN-OUTS, UTILITY MANHOLES, CATCH BASINS, INLETS, ETC) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPINGED UPON BY PROPOSED BUILDINGS AND/OR SITE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND/OR CAPPED OR DEMOLISHED AS REQUIRED.



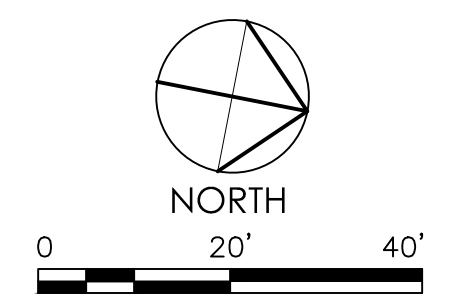
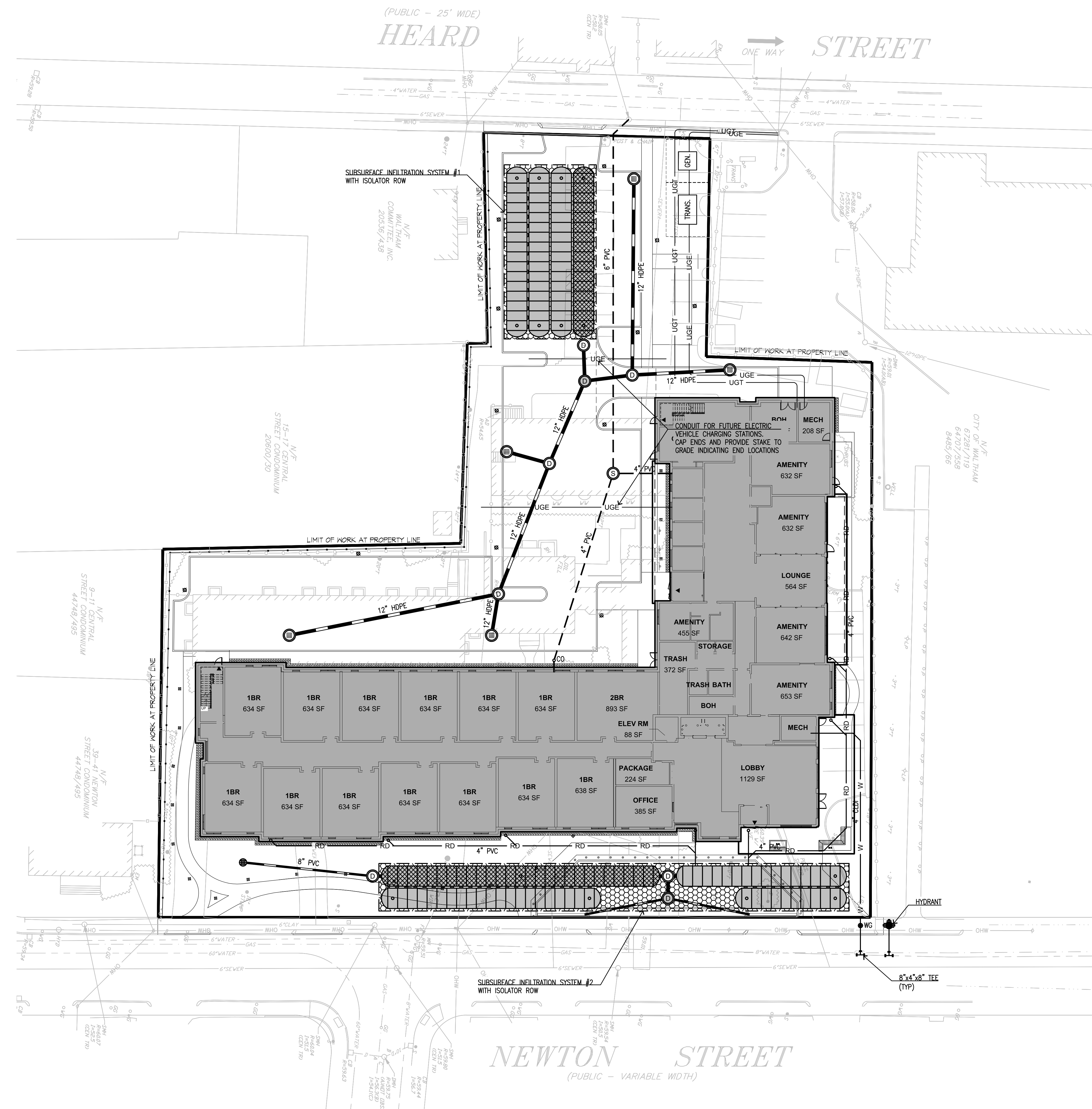
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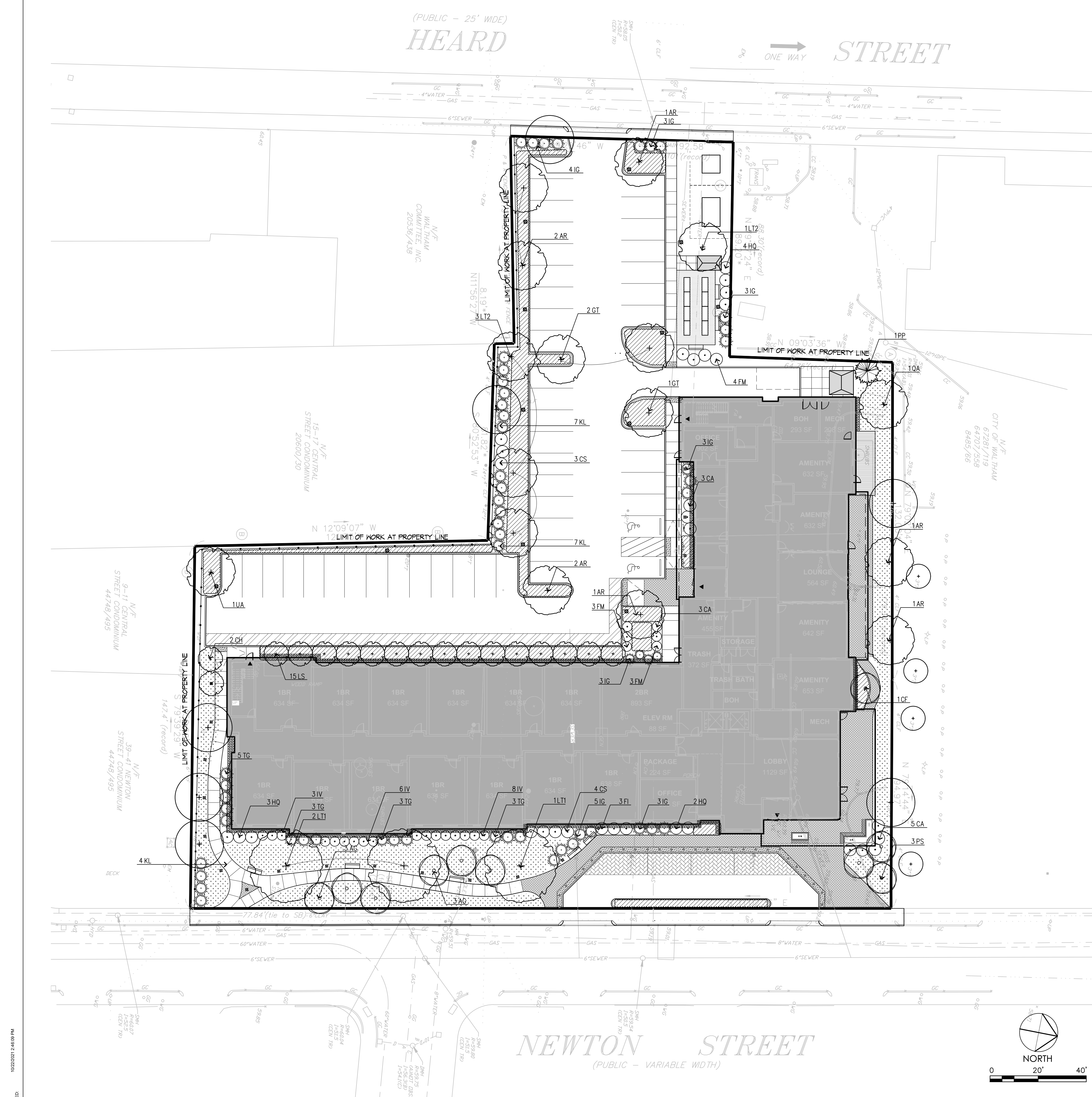
**UTILITY LEGEND**

	STORM DRAIN LINE		STORM DRAIN MANHOLE
	SANITARY SEWER LINE		WATER QUALITY UNIT
	WATER LINE		CATCH BASIN
	UNDERGROUND TELECOM		AREA DRAIN
	UNDERGROUND ELECTRIC		SANITARY SEWER MANHOLE
	ROOF DRAIN LINE		FIRE DEPARTMENT CONNECTION
			WATER GATE VALVE
			TEE CONNECTION
			HDPPE HIGH-DENSITY POLYETHYLENE
			CLDI CEMENT-LINED DUCTILE IRON
			PVC POLYVINYL CHLORIDE
			RD ROOF DRAIN

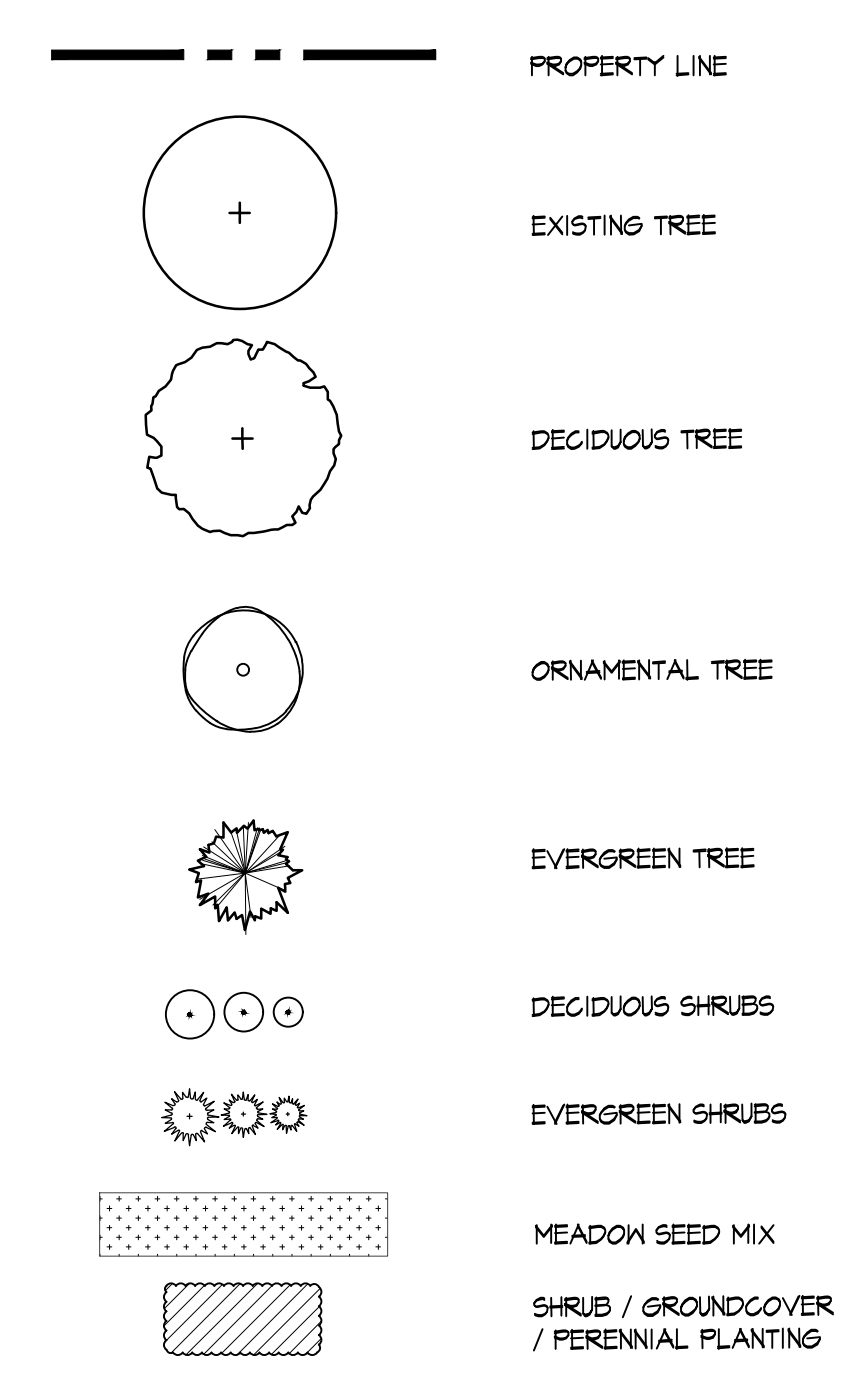
**UTILITY NOTES**

- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY PRECISION LAND SURVEYING, INC. OF SOUTHBOROUGH, MA AND DATED JULY 29, 2021.
- PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT, BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DIGSAFE AND BE PROVIDED WITH A DIGSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
- ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE CITY OF WALTHAM PUBLIC WORKS DEPARTMENT SPECIFICATIONS.
- ALL WORK TO BE DONE WITHIN PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF WALTHAM PUBLIC WORKS DEPARTMENT.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL MAINTAIN OR ADJUST TO NEW FINISH GRADE, AS NECESSARY, ALL UTILITY AND SITE STRUCTURES SUCH AS LIGHT POLES, SIGN POLES, MANHOLES, CATCH BASINS, HAND HOLES, WATER AND GAS GATES, HYDRANTS, ETC., FROM MAINTAINED UTILITY AND SITE SYSTEMS, UNLESS OTHERWISE NOTED OR DIRECTED BY OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAIN AND SEWER STRUCTURES, AS NECESSARY, FOR CHANGES IN GRADE. CONTRACTOR SHALL RESET UTILITY FRAMES, GRATES, AND COVERS MEANT TO BE FLUSH WITH GRADE (CLEANOUTS, UTILITY MANHOLES, CATCH BASINS, INLETS, ETC.) THAT ARE AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- ALL SEWER PIPES SHALL BE PVC PER ASTM D3034, SDR-35 AND ASTM D1784 WITH RUBBER GASKET JOINTS, UNLESS OTHERWISE NOTED.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION, AT THE CONTRACTOR'S EXPENSE.
- THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PRIVATE UTILITY SERVICES SHALL BE PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY (GAS/TELEPHONE/ELECTRICAL) AND INSTALLED ACCORDING TO THOSE REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION, ALTERATION, OR ADJUSTMENT OF THE UTILITY CONNECTIONS WITH THE RESPECTIVE COMPANIES PRIOR TO ANY UTILITY CONSTRUCTION.
- ALL WATER LINES SHALL BE CEMENT LINED DUCTILE IRON UNLESS OTHERWISE NOTED.
- ALL CEMENT LINED DUCTILE IRON JOINTS AT FITTINGS (CLASS 52) AND VALVES SHALL BE MECHANICAL WITH NEOPRENE GASKETS. JOINTS AT OTHER LOCATIONS SHALL BE PUSH-ON TYPE WITH NEOPRENE OR SYNTHETIC RUBBER GASKETS. ALL WATER GATES SHALL OPEN AS PER MUNICIPAL REQUIREMENTS. ALL WATER LINES SHALL HAVE A MINIMUM OF FIVE FEET OF GROUND COVER AND A MINIMUM SEPARATION OF TEN FEET FROM THE SEWER SYSTEM. AT WATER AND SEWER CROSSINGS, THE WATER LINE SHALL BE ENCASED IN SIX INCHES OF CONCRETE FOR A DISTANCE OF TEN FEET ON EITHER SIDE OF THE CROSSING.
- THIS PROJECT DISTURBS MORE THAN ONE ACRE OF LAND AND REQUIRES A PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. AT LEAST 14 DAYS PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL FILE AN ELECTRONIC NOTICE OF INTENT (eNOI) WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (U.S. EPA) FOR CONSTRUCTION DISCHARGES ASSOCIATED WITH THIS PROJECT AND MAINTAIN A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS.
- BITUMINOUS CONCRETE ELEVATIONS SHALL BE 1/4 INCH ABOVE THE RIM ELEVATION SHOWN FOR EACH CATCH BASIN.
- ALL PROPOSED STORM DRAIN LINES SHALL BE 12" NON-PERFORATED HDPE UNLESS OTHERWISE NOTED ON PLANS.
- REFER TO ARCHITECTURAL/PLUMBING PLANS FOR PROPOSED LOCATION OF UTILITY SERVICE STUBS AT BUILDING. FINAL DESIGN AND LOCATIONS OF UTILITY SERVICE STUBS WILL BE PROVIDED BY THE ARCHITECT AND/OR PLUMBING ENGINEER.
- ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY EARTH MOVING ACTIVITIES. REFER TO SITE PREPARATION PLAN FOR COMPLETE EROSION AND SEDIMENTATION CONTROLS.
- WHERE AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED WORK, THE CONTRACTOR SHALL ACCURATELY DETERMINE THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY AND TRANSMIT THIS INFORMATION TO THE ENGINEER WITHOUT DELAY.
- ALL PIPING WITHIN 10 FEET OF BUILDING IS COVERED UNDER THE COMMONWEALTH OF MASSACHUSETTS UNIFORM STATE PLUMBING CODE AND IS SHOWN FOR COORDINATION ONLY. REFER TO PLUMBING PLANS AND SPECIFICATIONS FOR UTILITY WORK WITHIN 10 FEET OF BUILDING.
- THE ENGINEER-OF-RECORD SHALL WITNESS INSTALLATION OF ALL SUBSURFACE INFILTRATION SYSTEMS. IF THE SUBSURFACE SOIL CONDITIONS DIFFER FROM THAT SHOWN ON THE PLAN, THE DESIGN SHALL BE MODIFIED AND RESUBMITTED TO THE CITY OF WALTHAM FOR APPROVAL PRIOR TO CONTINUING INSTALLATION.
- CONTRACTOR SHALL COORDINATE ANY WATER SHUT DOWNS WITH THE CITY OF WALTHAM WATER AND SEWER DEPARTMENT AND FIRE DEPARTMENT.
- ALL TRENCH EXCAVATION CONTRACTORS SHALL COMPLY WITH MASSACHUSETTS GENERAL LAWS CHAPTER 82A, TRENCH EXCAVATION SAFETY REQUIREMENTS, TO PROTECT THE GENERAL PUBLIC FROM UNAUTHORIZED ACCESS TO UNATTENDED TRENCHES. TRENCH EXCAVATION PERMITS ARE REQUIRED. THIS APPLIES TO ALL TRENCHES ON PUBLIC AND PRIVATE PROPERTY.





**LEGEND**



**PLANTING NOTES**

- CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND WILL CONTINUE UNTIL FINAL WRITTEN ACCEPTANCE OF PLANT MATERIAL.
- CONTRACTOR SHALL VERIFY ALL TREE REMOVALS AND/OR TRANSPLANTS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION START.
- CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES, AND PLANTING BEDS.
- MAXIMUM SLOPE WITHIN DISTURBED AREAS SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN ON THIS DRAWING.
- ALL MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS TO ORIGINAL GRADES BEFORE DIGGING.
- ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINERIZED.
- MULCH FOR PLANTED AREAS TO BE AGED PINE BARK, PARTIALLY DECOMPOSED, DARK BROWN IN COLOR AND FREE OF WOOD CHIPS THICKER THAN 1/4 INCH.
- PLANTING SOIL MIX: LOAM THOROUGHLY INCORPORATED WITH ROTTED MANURE PROPORTIONED 5 C.Y. TO 1 C.Y. OR EQUIVALENT. FERTILIZER ADDED PER RECOMMENDED RATES OF SOILS ANALYSIS.
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE (1) FULL YEAR FROM DATE OF ACCEPTANCE.
- ALL PLANT MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT, AT THE NURSERY, AND AT THE SITE.
- ALL AREAS OF THE SITE WHICH HAVE BEEN DISTURBED AND NOT OTHERWISE DEVELOPED SHALL BE LOAMED AND SEEDED WITH A MINIMUM DEPTH OF 6" DEPTH TOPSOIL.

**PLANT SCHEDULE**

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	NOTES
<b>DECIDUOUS TREES</b>					
AR	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	8	3-3 1/2" CAL	B&B
LT1	LIRIODENDRON TULIPIFERA	TULIP TREE (5" CAL)	3	5" CAL	B&B
LT2	LIRIODENDRON TULIPIFERA	TULIP TREE	4	3-3 1/2" CAL	B&B
GT	GLEDITSIA TRIACANTHOS 'INERMIS'	THORNLESS HONEY LOCUST	3	3-3 1/2" CAL	B&B
CH	CARPINUS BETULUS 'FASTIGIATA'	FASTIGIATE HORNBEECH	4	3-3 1/2" CAL	B&B
QA	QUERCUS ALBA	WHITE OAK	1	3-3 1/2" CAL	B&B
LS	LIQUIDAMBAR STYRACIFLUA 'SLENDER SIHOUETT'	SWEETGUM 'SLENDER SIHOUETT'	15	3-3 1/2" CAL	B&B
UA	ULMUS AMERICANA 'PRINCETON'	AMERICAN ELM	1	3-3 1/2" CAL	B&B
<b>EVERGREEN TREES</b>					
PP	PICEA PUNGENS 'BACHERI'	COLORADO SPRUCE	1	10'-12" HT	B&B
<b>ORNAMENTAL TREES</b>					
AG	AMELANCHIER X GRANDIFLORA 'ROBIN HILL'	SERVICEBERRY	6	8'-10" HT	
CF	CORNUS FLORIDA	FLOWERING DOGWOOD	1	8'-10" HT	
PS	PRUNUS SARGENTII	SARGENT CHERRY	3	8'-10" HT	
<b>SHRUBS</b>					
CA	CLETHRA ALNIFOLIA 'HUMMING BIRD'	HUMMING SUMMERSWEET	11	3 GAL.	
CS	CORNUS SERICEA 'ARCTIC FIRE'	RED TWIG DOGWOOD	7	3 GAL.	
FM	FOTHERGILLA 'MOUNT AIRY'	DWARF FOTHERGILLA	11	5 GAL.	
HO	HYDRANGEA QUERCIFOLIA 'ELEMEEA' SNOW QUEEN	OAKLEAF HYDRANGEA	9	5 GAL.	
IG	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	24	3 GAL.	
IV	ILEX VERTICILLATA	WINTERBERRY	17	3 GAL.	
KL	KALMIA LATIFOLIA 'SNOWDRIFT'	MOUNTAIN LAUREL	18	3 GAL.	
TG	TAXUS X MEDIA 'GREEN WAVE'	GREEN WAVE YEW	14	2-2 1/2" SPR	
<b>PERENNIALS / ORNAMENTAL GRASSES</b>					
PV	PANICUM VIRGATUM 'NORTHWIND'	SWITCH GRASS	1 GAL.	SPACE 18" O.C.	
PA	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	1 GAL.	SPACE 18" O.C.	
NF	NEPETA X FAASSENII	CATMINT	2 GAL.	SPACE 24" O.C.	
PL	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'	DWARF RUSSIAN SAGE	2 GAL.	SPACE 24" O.C.	
LM	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	2 GAL.	SPACE 24" O.C.	

**PCA**

ARCHITECT:  
PCA, INC.  
221 Hampshire Street  
Cambridge, MA 02139  
617-547-8120

PETITIONER/DEVELOPER:  
2Life Communities  
30 Wallingford Rd, Brighton,  
MA 02135  
(617) 912-8400

CIVIL/LANDSCAPE ENGINEER:  
Stantec Consulting  
226 Causeway Street, 6th Floor  
Boston, MA 02114  
617-523-8103

**LELAND HOUSE COMP.  
PERMIT (M.G.L.C. 40B)**

21 NEWTON ST. WALTHAM, MA 02453

REVISIONS:

NO.	DATE	DESCRIPTION



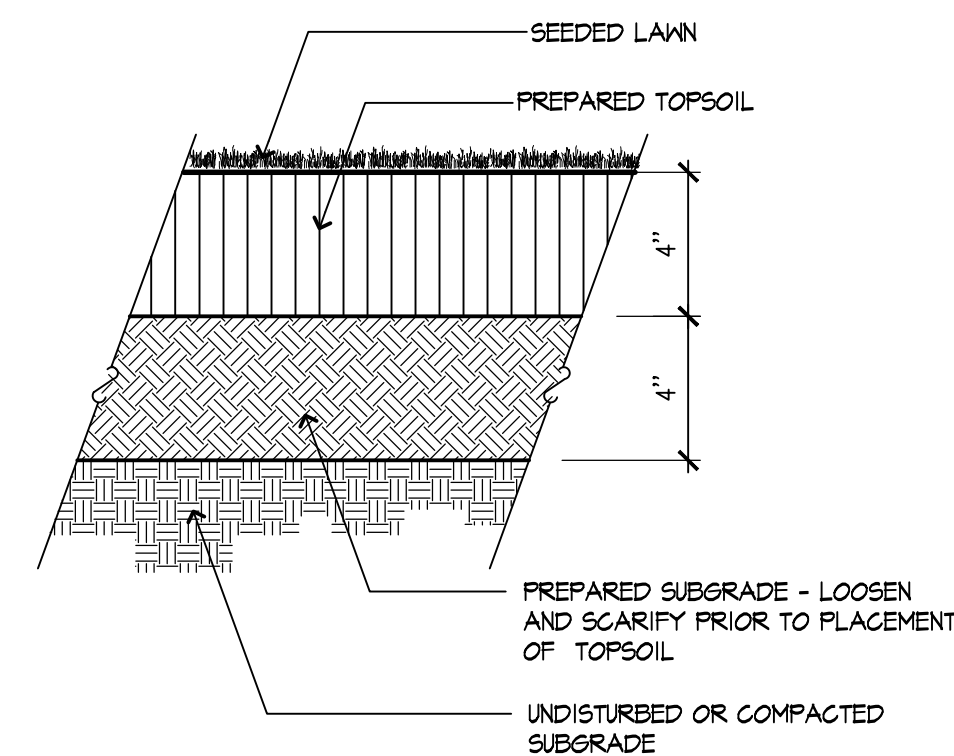
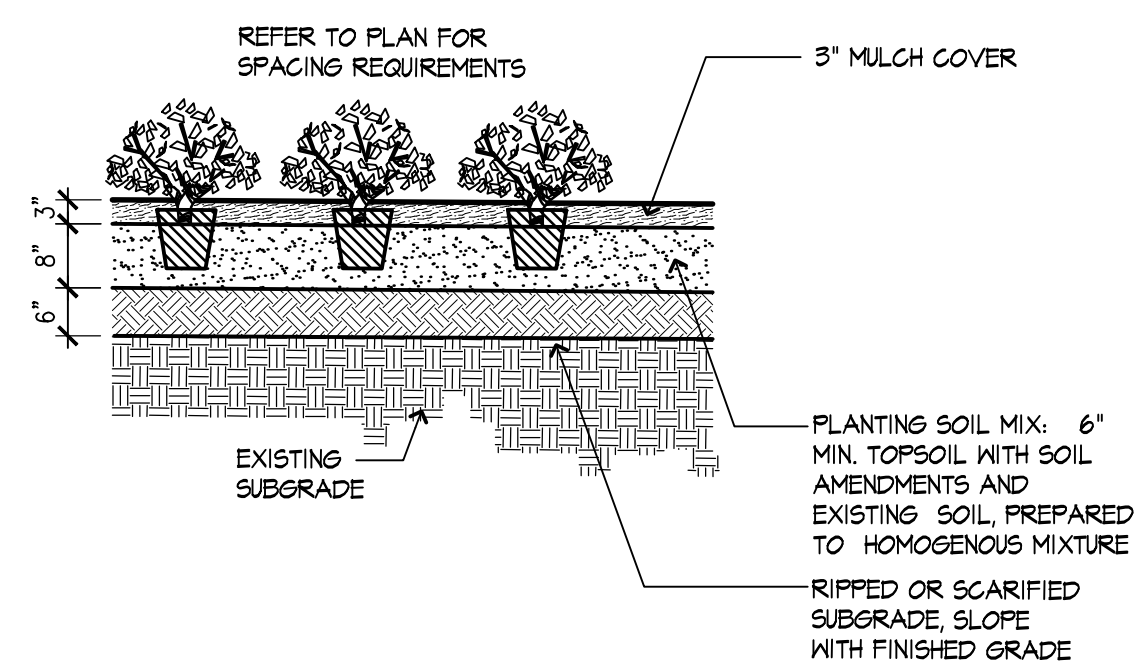
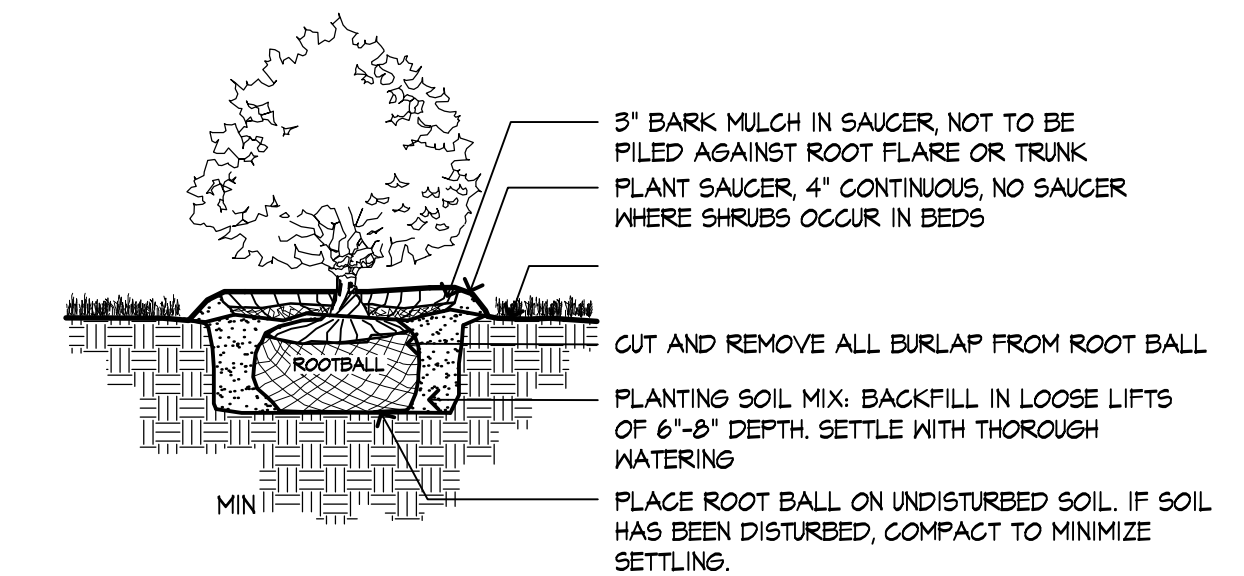
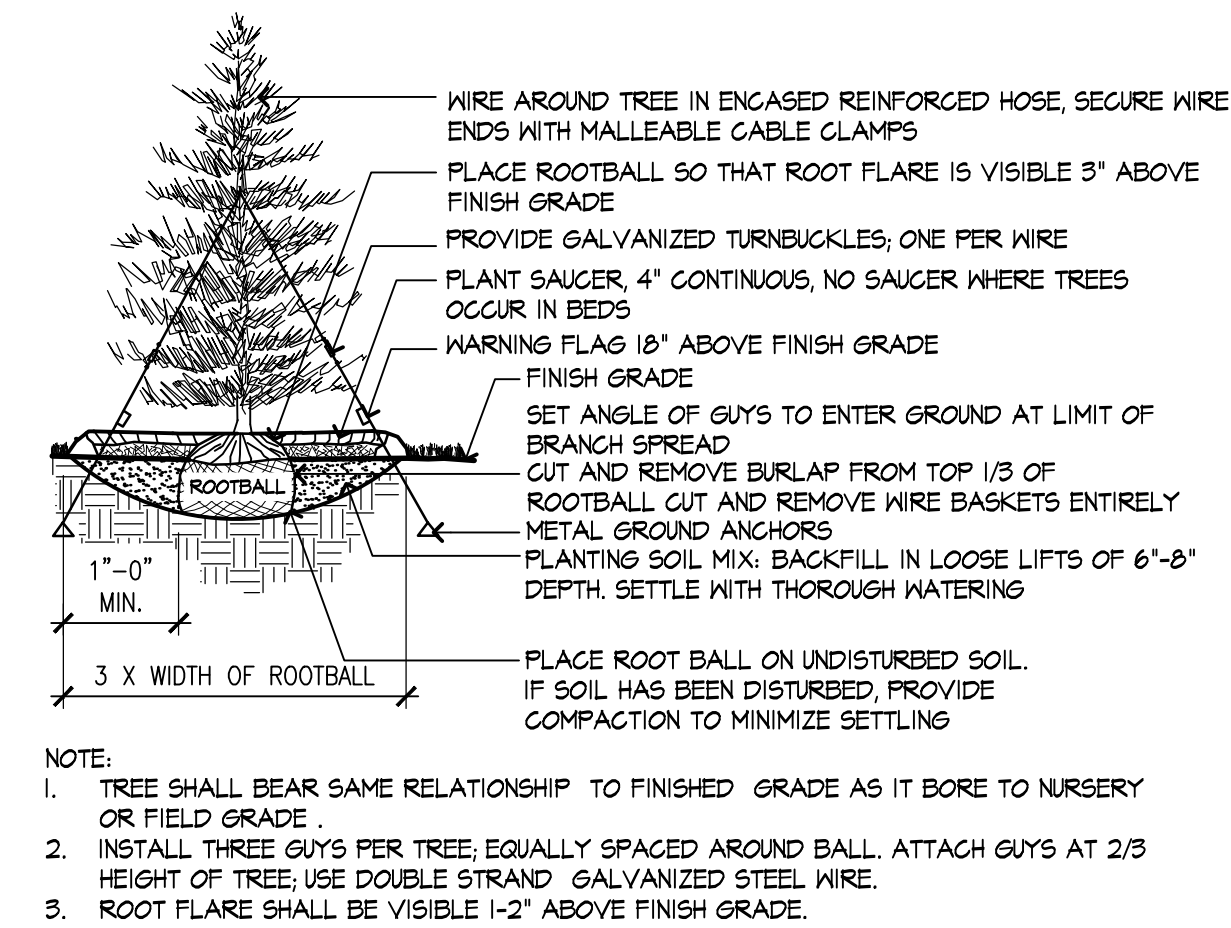
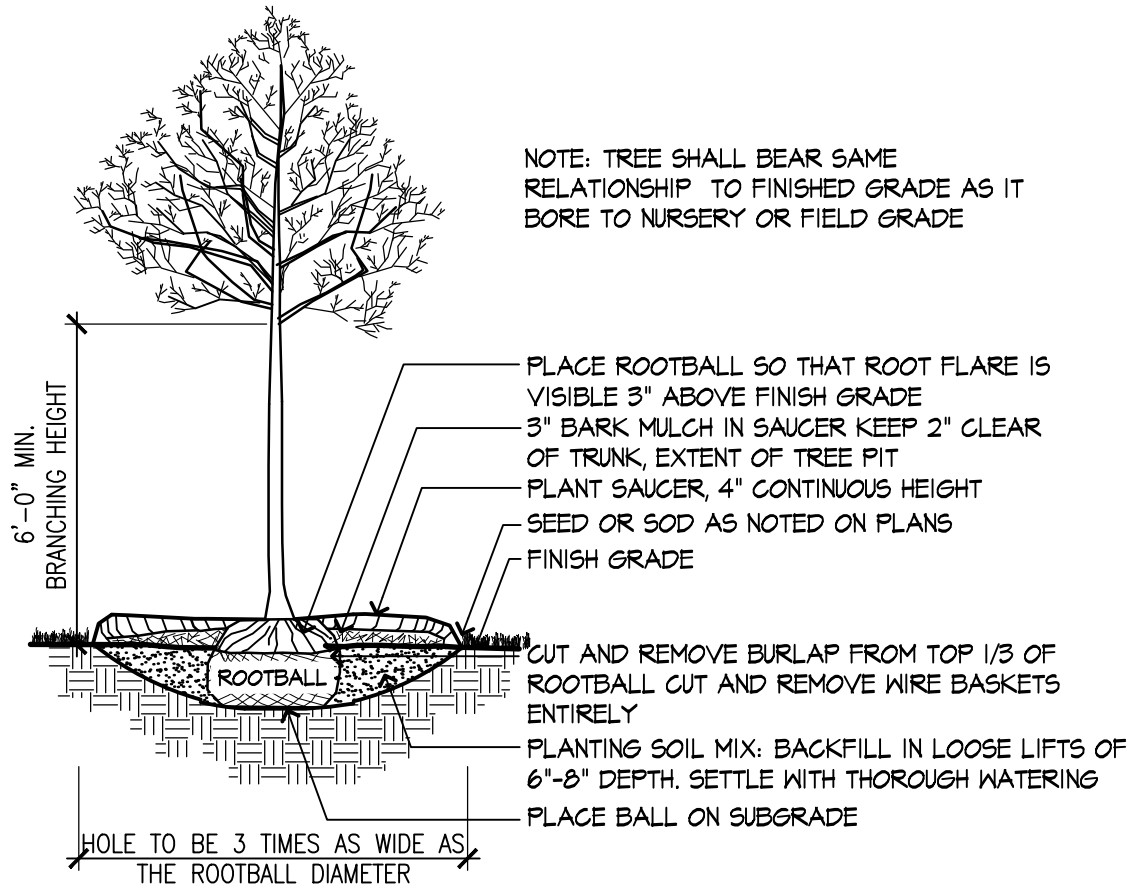
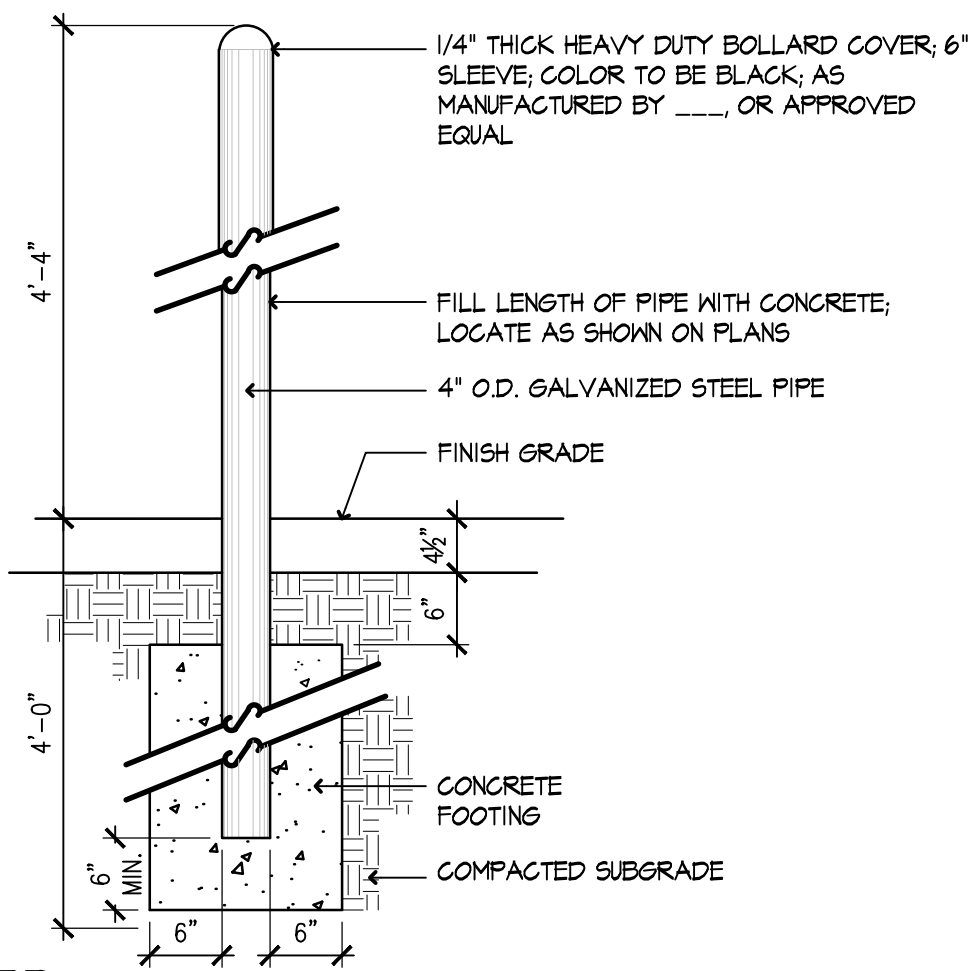
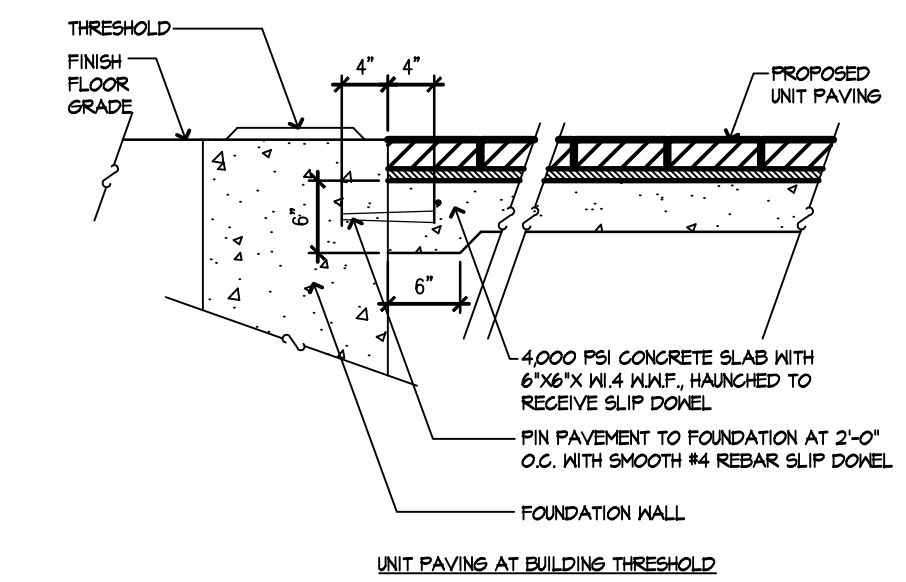
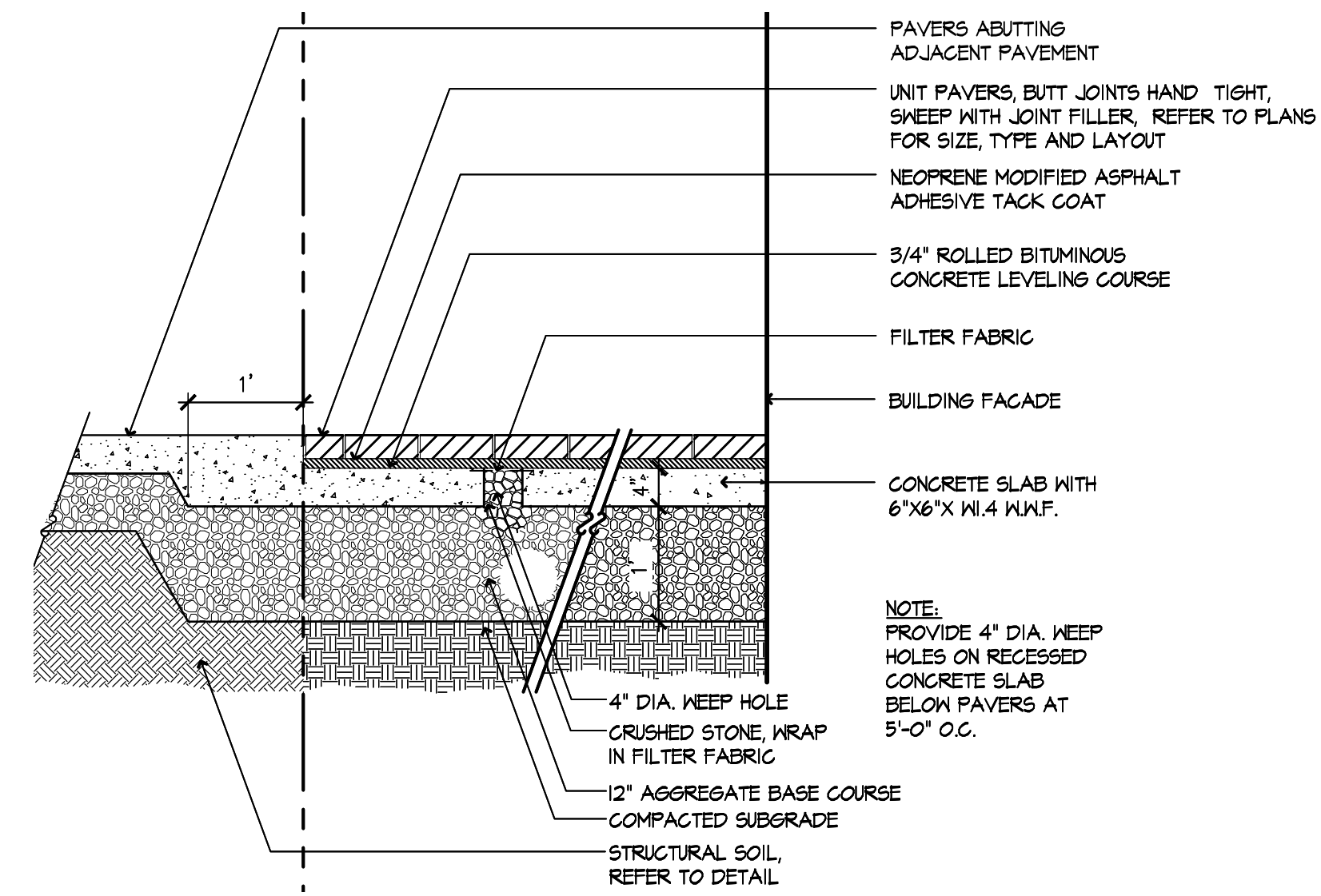
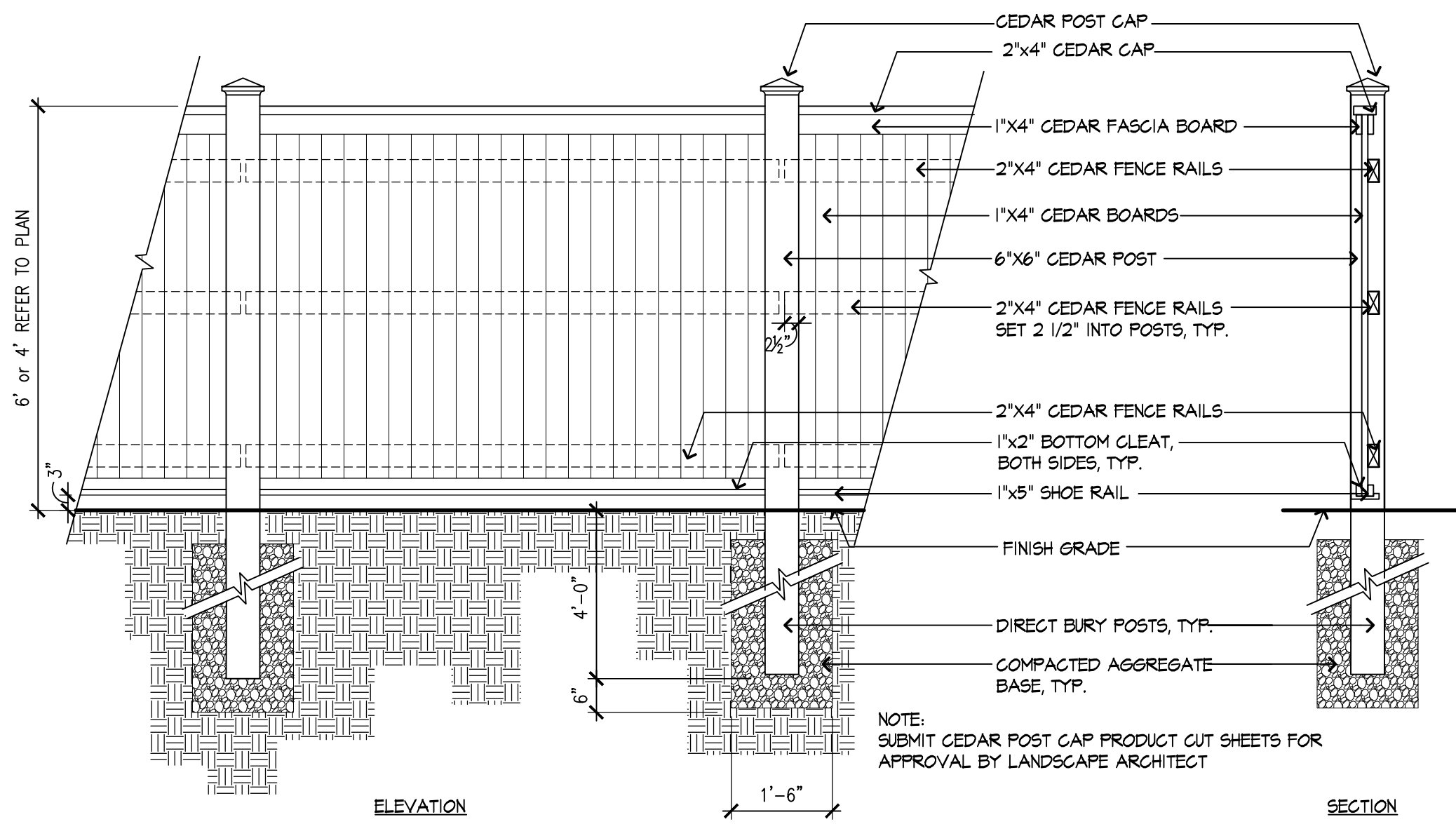
ORIGINAL ISSUE:  
12/20/21

**PLANTING PLAN**

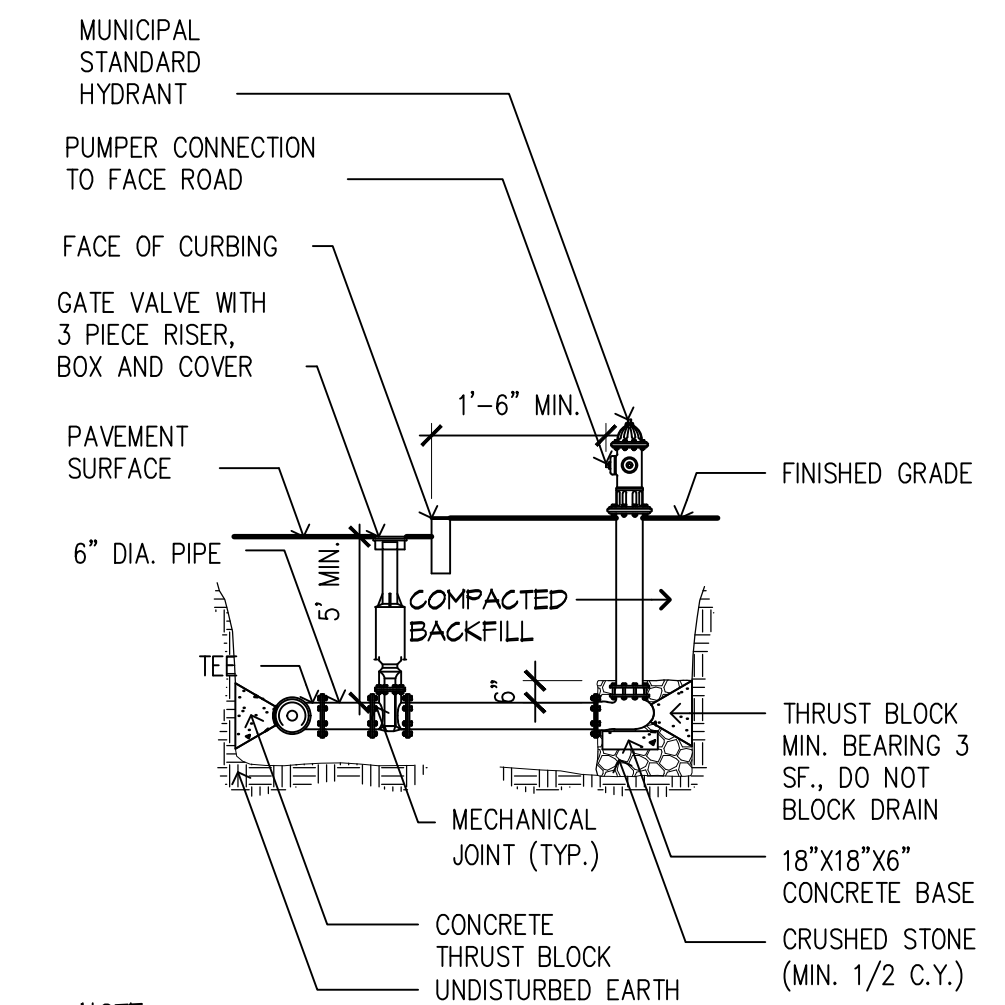
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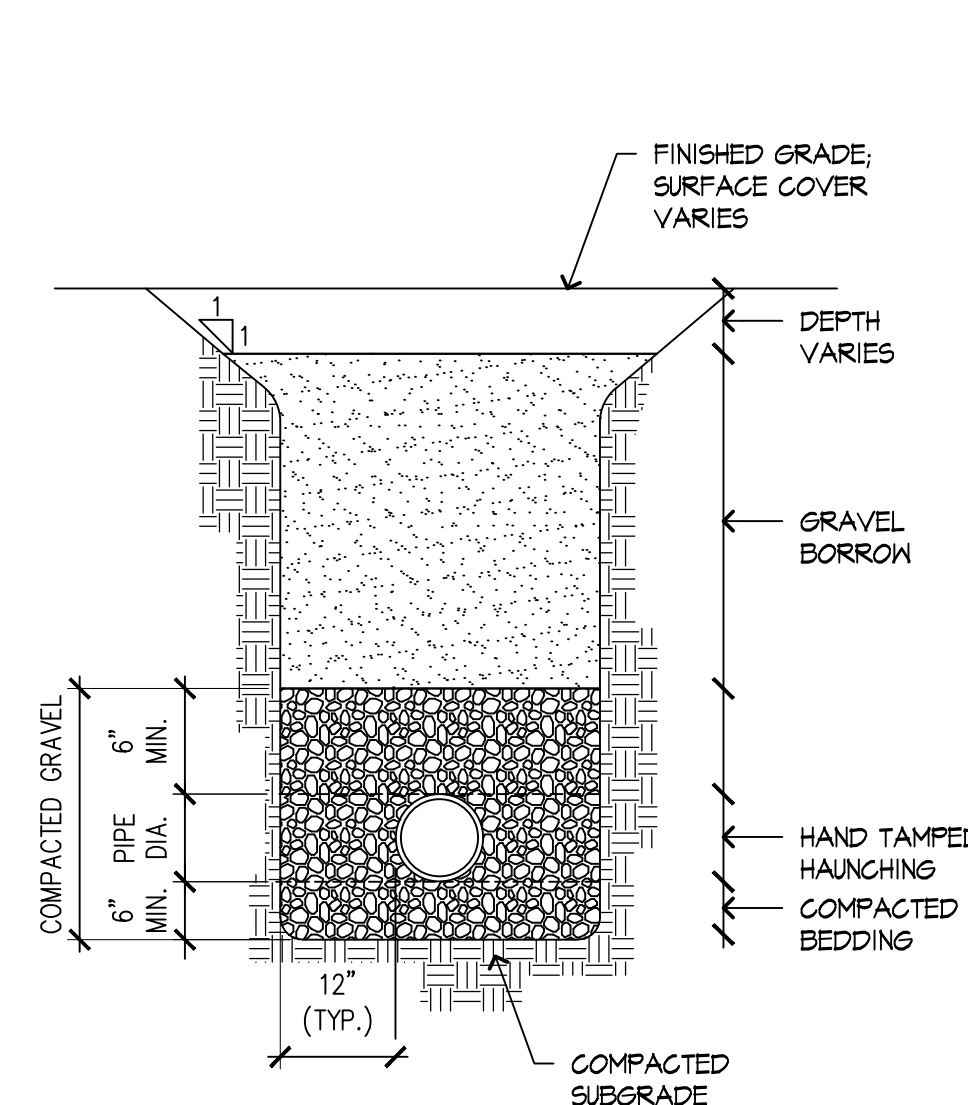




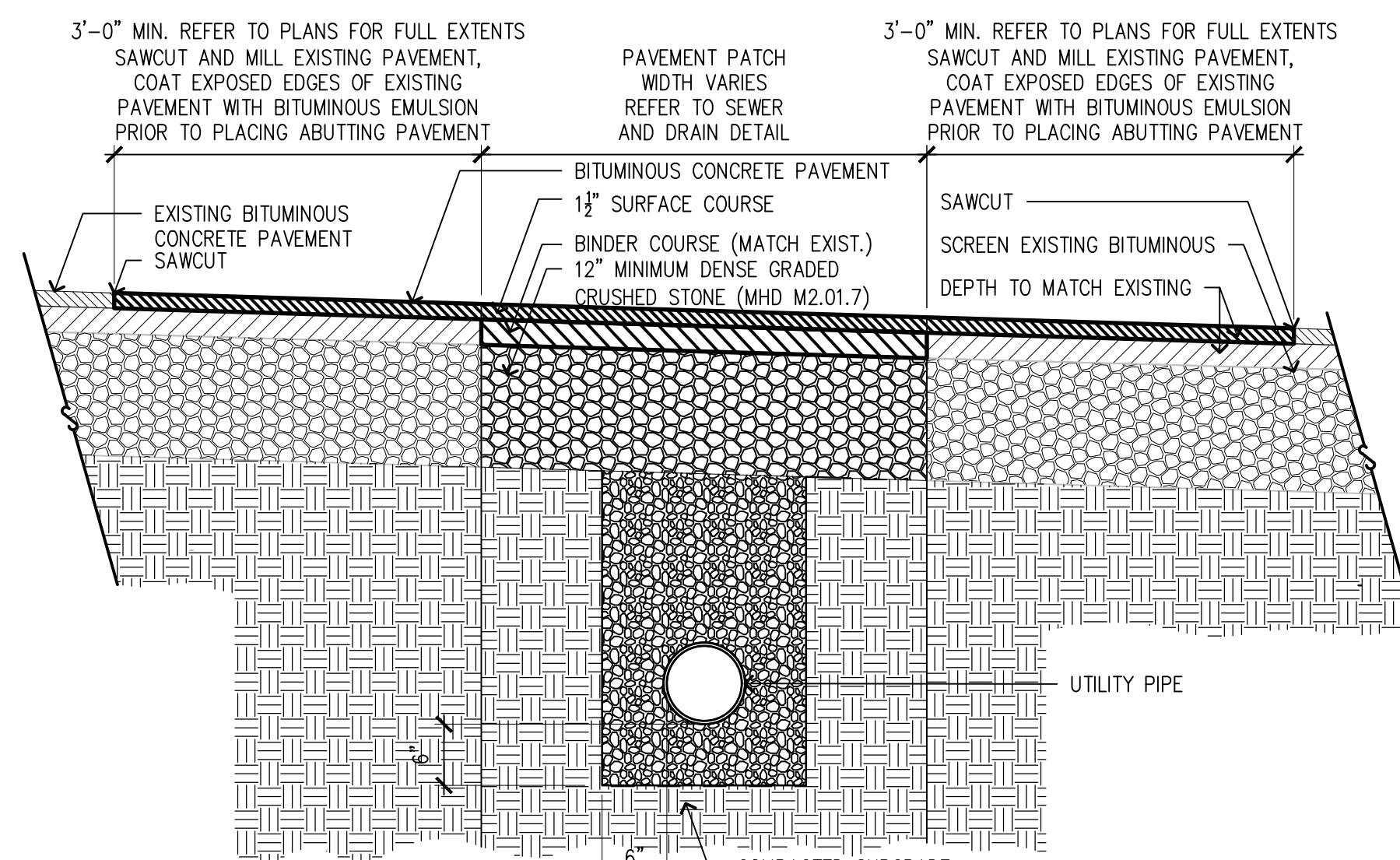


NOTE  
1. CONCRETE THRUST BLOCKS TO BE USED ONLY WHERE THEY CAN BEAR ON UNDISTURBED EARTH. USE CLAMPS AND TIE RODS OR OTHER ACCEPTABLE METHOD OF JOINT RESTRAINT WHERE SOIL CONDITIONS PROHIBIT THE USE OF THRUST BLOCKS.

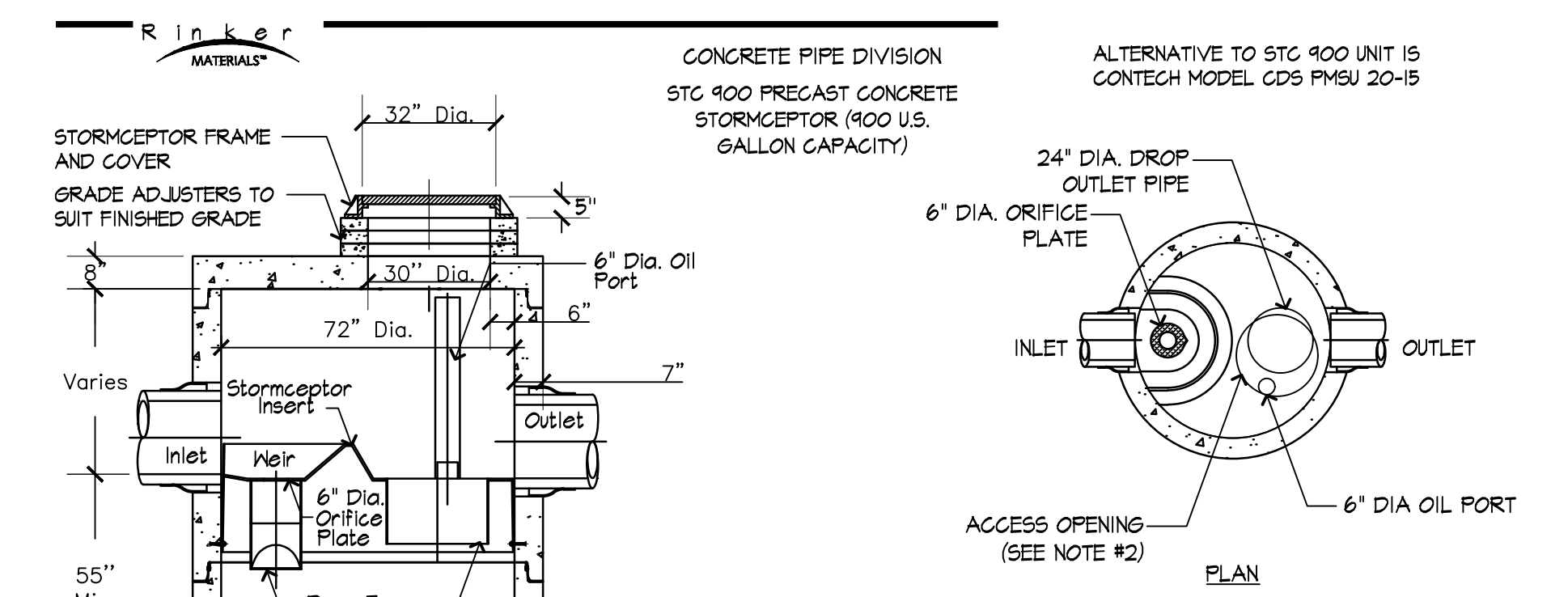
**1** HYDRANT CONNECTION  
SCALE: NTS  
REV



**2** UTILITY TRENCH  
SCALE: NTS  
REV



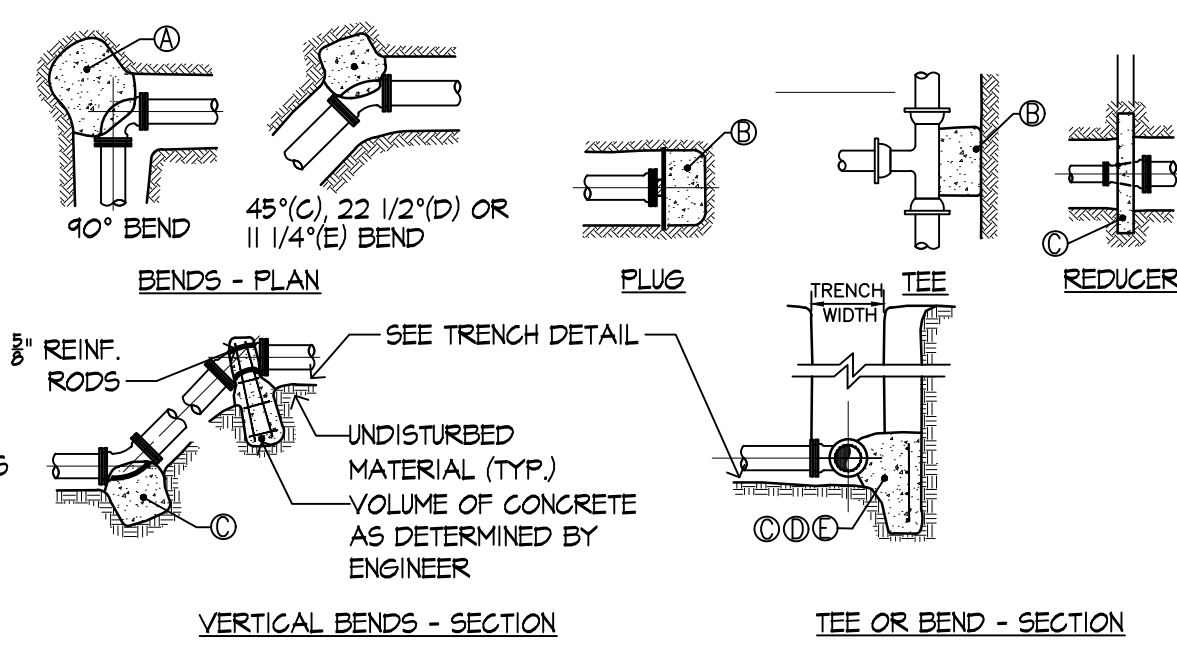
**3** UTILITY TRENCH AND PAVEMENT PATCH  
SCALE: NTS  
REV



NOTES:  
1. THE USE OF FLEXIBLE CONNECTION IS RECOMMENDED AT THE INLET AND OUTLET WHERE APPLICABLE.  
2. THE COVER SHOULD BE POSITIONED OVER THE OUTLET DROP PIPE AND THE OIL PORT.  
3. THE STORMCEPTOR SYSTEM IS PROTECTED BY ONE OF MORE OF THE FOLLOWING U.S. PATENTS: #4485148, #5448831, #5125760, #5753115, #5849181, #6068765, AND #6271640.  
4. CONTACT A CONCRETE PIPE DIVISION REPRESENTATIVE FOR FURTHER DETAILS NOT LISTED ON THE DRAWING.  
5. SEE TABLE 2 FOR INLET AND OUTLET PIPE SIZES.

**4** STORMCEPTOR 900  
SCALE: NTS  
REV

- NOTES:  
1. POUR THRUST BLOCKS AGAINST UNDISTURBED MATERIAL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE LOOSE MATERIAL AND EXTEND THRUST BLOCK TO UNDISTURBED MATERIAL. NO JOINTS SHALL BE COVERED WITH CONCRETE.  
2. ON BENDS AND TEES, EXTEND THRUST BLOCKS FULL LENGTH OF FITTING.  
3. PLACE SOLID CONCRETE BLOCKS IN FRONT OF ALL PLUGS BEFORE POURING THRUST BLOCK.  
4. REQUIREMENTS OF THE ABOVE TABLE PRESUME MINIMUM SOIL BEARING OF 1 TON PER SQUARE FOOT, AND MAY BE VARIED BY THE ENGINEER TO MEET OTHER CONDITIONS ENCOUNTERED.  
5. MEGA-LUG RETAINER GLANDS ARE REQUIRED FOR ALL MECHANICAL JOINTS. THESE GLANDS DO NOT REDUCE THE REQUIREMENTS FOR THRUST RESTRAINT.  
6. ALL FITTINGS SHALL BE WRAPPED IN POLYETHYLENE OR BUILDING PAPER PRIOR TO INSTALLATION OF CONCRETE RESTRAINT.  
7. THREADED ROD SHALL BE ANSI A242 F150 PIPE RESTRAINT NUTS TO MATCH ALPHA CIII. THREADED RODS AND NUTS TO BE FIELD COATED WITH BITUMINOUS PAINT.  
8. THRUST RESTRAINT IS REQUIRED FOR ALL TEES, BENDS, REDUCERS, CAPS, PLUGS, OR CROSSSES.  
9. INSTALL LIFT HOOKS INTO THRUST BLOCKS AT END CAPS AND PLUGS.



TYPE REACTION	THRUST BLOCK SCHEDULE SQUARE FEET OF CONCRETE THRUST BLOCKING BEARING ON UNDISTURBED MATERIAL	
	4"	8"
(A)	1.78	7.84
(B)	1.30	5.52
(C)	0.96	4.24
(D)	0.50	2.16
(E)	0.26	1.08

ABOVE DIMENSIONS ARE MINIMUM THRUST BLOCK SIZES. THEY HAVE BEEN CALCULATED USING A PRESSURE OF 200 PSI.  
TEST PRESSURE TO BE 150 PSI MIN. OR AS REQUIRED BY CITY OF NEWTON.  
SQUARE FEET OF CONCRETE THRUST BLOCKING FOR OTHER TEST PRESSURES IS DIRECTLY PROPORTIONAL TO THE ABOVE TABLE. FOR INSTANCE, AT 225 PSI TEST PRESSURE ABOVE NUMBERS SHOULD BE MULTIPLIED BY 1.125 (225 PSI/200 PSI=1.125).

**5** THRUST BLOCK  
SCALE: NTS  
REV

REVISIONS:	

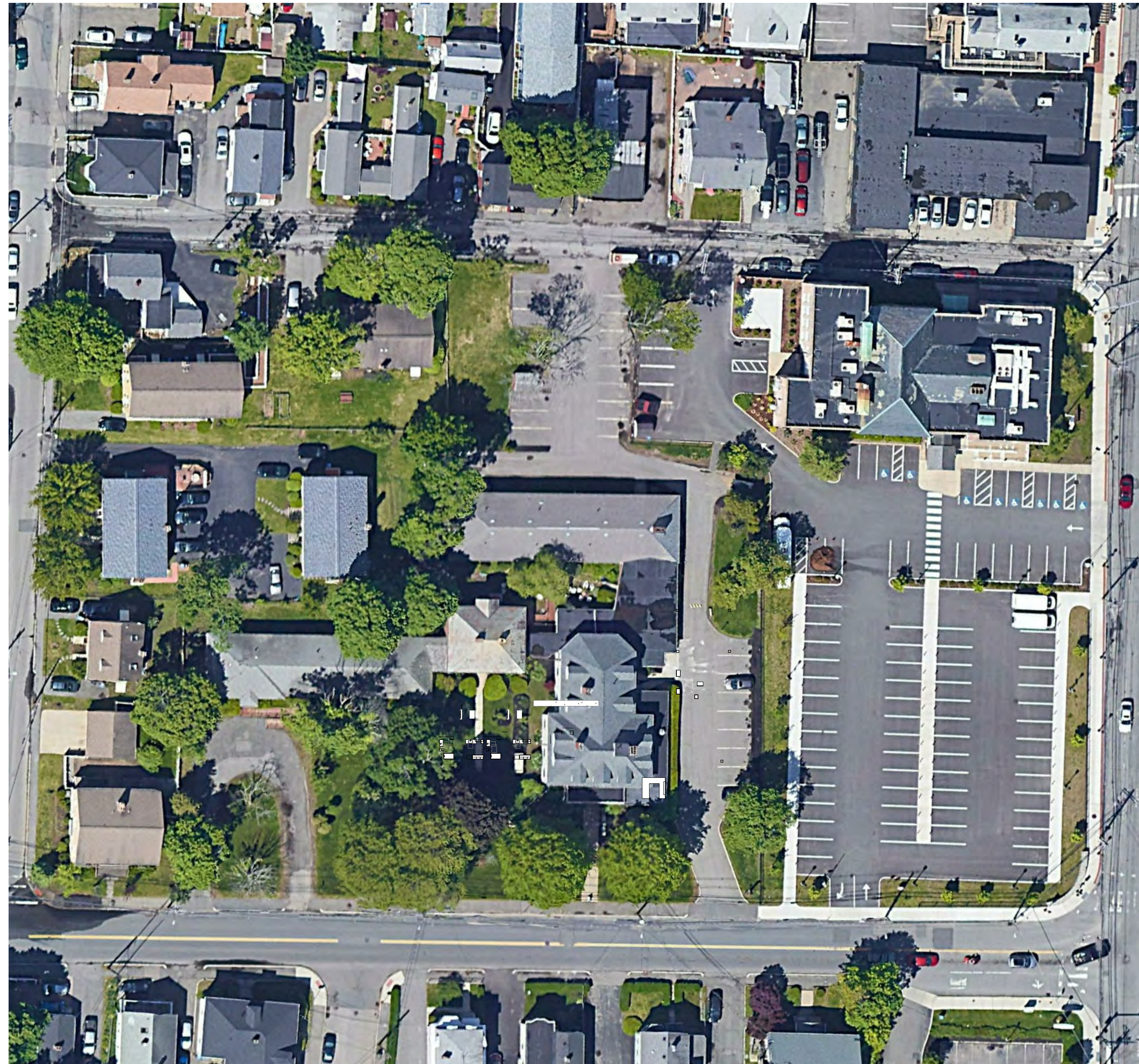


ORIGINAL ISSUE:  
12/20/21

UTILITY DETAILS



# EXISTING



1 EXISTING AERIAL VIEW  
SCALE: 1" = 40'-0"

# PROPOSED



2 PROPOSED AERIAL VIEW  
SCALE: 1" = 40'-0"

REVISIONS:



ORIGINAL ISSUE:  
12/20/2021

SCALE: 1" = 40'-0"

AERIAL  
PHOTOS

A1-01

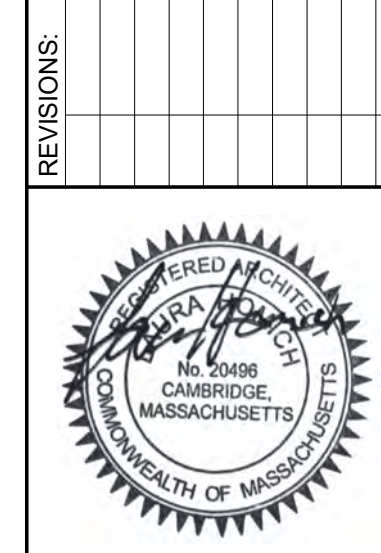
UNIT MIX		
	1 BR	2 BR
LEVEL 1	13	1
LEVEL 2	25	2
LEVEL 3	25	2
SUBTOTAL	63	5
<b>TOTAL UNITS</b>	<b>68</b>	

AVG SF		
	1 BR	2 BR
	636 SF	930 SF



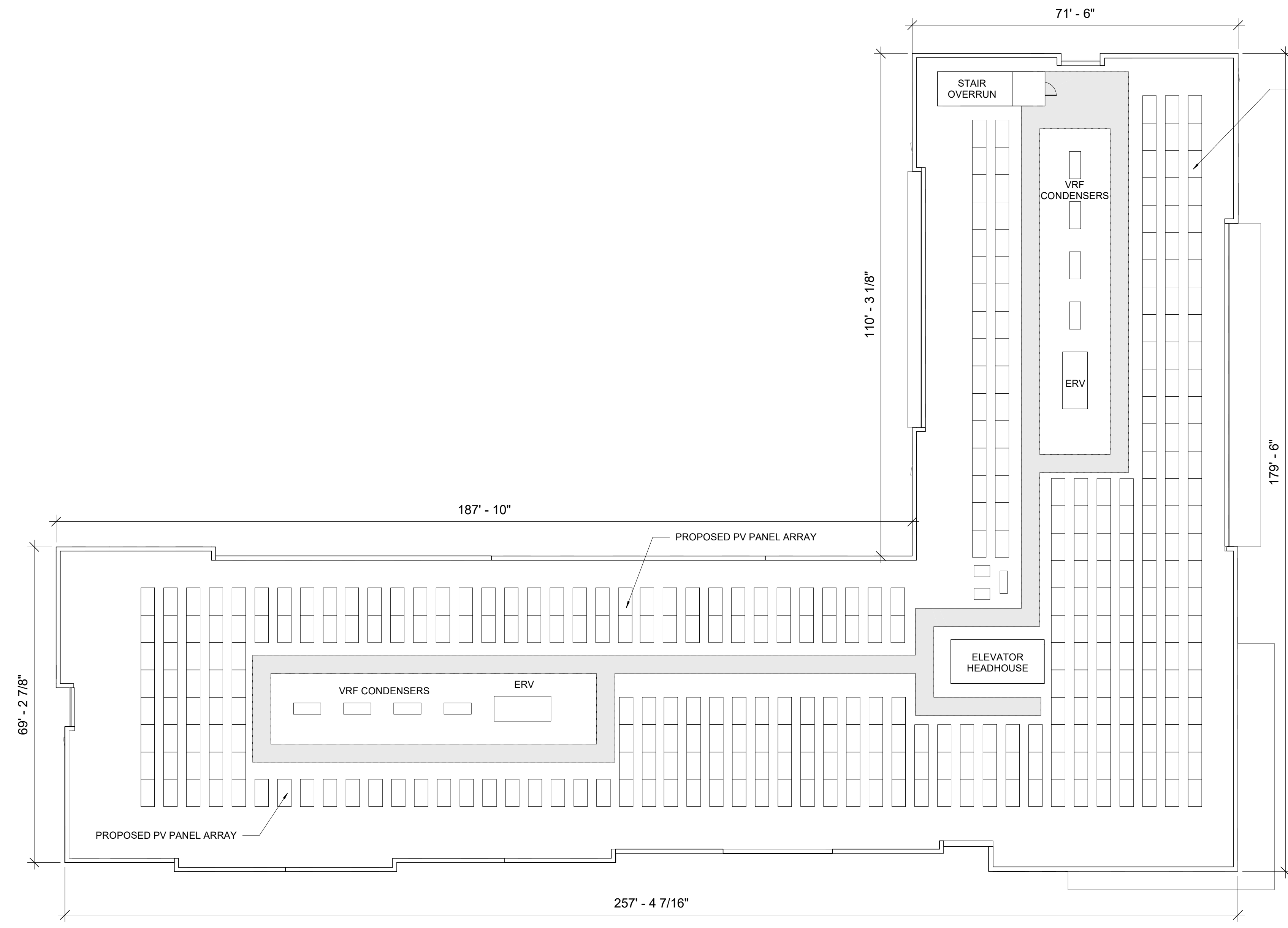
**LEVEL 2 FLOOR PLAN**  
SCALE: 1/16" = 1'-0"

**GROUND FLOOR PLAN**  
SCALE: 1/16" = 1'-0"



UNIT MIX		
	1 BR	2 BR
LEVEL 1	13	1
LEVEL 2	25	2
LEVEL 3	25	2
<b>SUBTOTAL</b>	<b>63</b>	<b>5</b>
<b>TOTAL UNITS</b>	<b>68</b>	

AVG SF		
1 BR	636 SF	
2 BR	930 SF	



**ROOF FLOOR PLAN**  
SCALE: 1/16" = 1'-0"



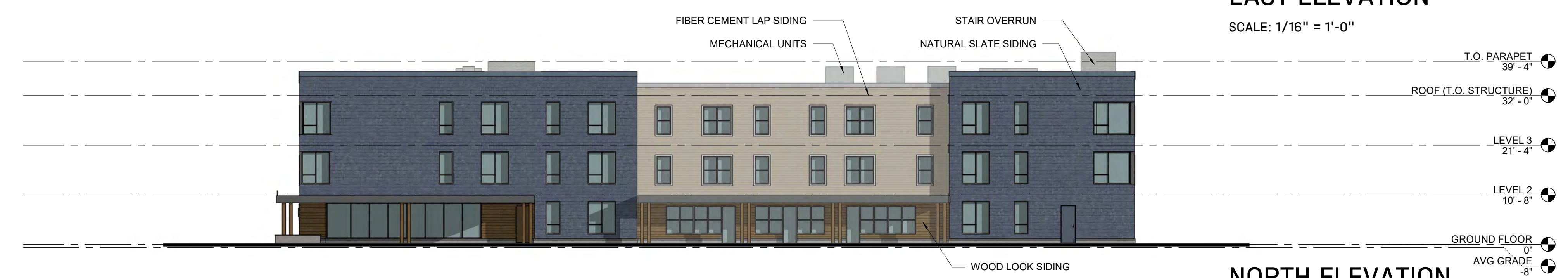
**LEVEL 3 FLOOR PLAN**  
SCALE: 1/16" = 1'-0"





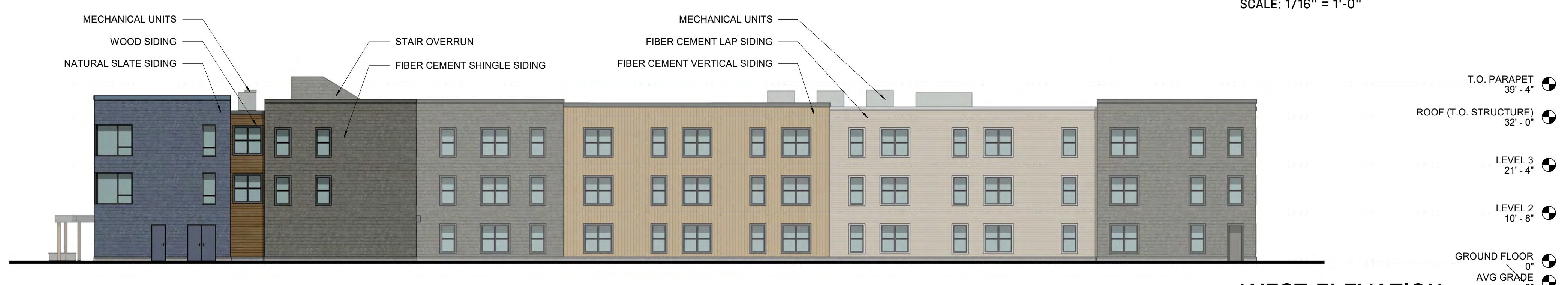
**EAST ELEVATION**

SCALE: 1/16" = 1'-0"



**NORTH ELEVATION**

SCALE: 1/16" = 1'-0"



**WEST ELEVATION**

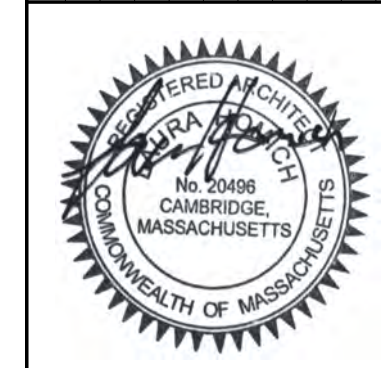
SCALE: 1/16" = 1'-0"



**SOUTH ELEVATION**

SCALE: 1/16" = 1'-0"

REVISIONS:



ORIGINAL ISSUE:  
12/20/2021

SCALE: 1/16" = 1'-0"

**ELEVATIONS**

**A1-20**

## **SECTION 13**

### ABUTTERS LIST



PARCELID	LOCATION	OWNER NAME	OWNER ADDRESS	OWNER CITY	OWNER STATE	OWNER ZIP
R060 022 0001	520 MAIN ST	FIVE TWENTY MAIN ST. RLTY. TR; / MARC RESNICK TR.	100 FELTON ST STE-201	WALTHAM	MA	02453
R060 022 0002	47 CENTRAL ST	CENTRAL PROPERTIES DEVEL. LLC.	264 SALEM ST. /	MEDFORD	MA	02155
R061 002 0004	499 -05 MAIN ST	SIEGEL FAMILY REALTY TRUST / ELLIOT SIEGEL & SANDRA KADLICK	170 OLD FORGE RD /	HANOVER	MA	02339
R061 003 0006	457 MAIN ST	LEE, LILY	457 MAIN STREET /	WALTHAM	MA	02452-6137
R061 003 0007	459 -61 MAIN ST	MCNAMARA, MARY ALICE / C/O MCNAMARA PROP.	P.O. BOX 1238 /	HAMPTON	NH	03843
R061 003 0009	463 -73 MAIN ST	MCNAMARA PROPERTIES, LLC. /	P.O. BOX 1238 /	HAMPTON	NH	03843
R061 003 0010	477 MAIN ST	MCNAMARA PROPERTIES, LLC. /	P.O. BOX 1238 /	HAMPTON	NH	03843
R061 003 0011	481 MAIN ST	481 MAIN STREET LLC. /	78 OXBOW RD. U-76-0 /	FRAMINGHAM	MA	01701
R061 003 0012	487 -89 MAIN ST	HAYTAYAN, ALBERT /	92 RAFFAELE DRIVE /	WALTHAM	MA	02452
R061 003 009A	8 -10 CRAVEN CIR	MCNAMARA PROPERTIES, LLC.	P.O. BOX 1238	HAMPTON	NH	03843
R061 004 0005	451 MAIN ST	451 MAIN STREET, LLC.	465 WAVERLY OAKS RD 5-216 /	WALTHAM	MA	02452-6136
R061 011 0012	21 BARTON ST	CAPELLETTI, MARZIA	21 BARTON STREET /	WALTHAM	MA	02453-6008
R061 011 0013	15 BARTON ST	ERBA, ANGELINA & LUCY ANN / ERBA	15 BARTON STREET /	WALTHAM	MA	02453-6008
R061 011 0014	40 NEWTON ST	SALAZAR, OBED & SARA E. LOPEZ /	40 NEWTON ST. /	WALTHAM	MA	02453
R061 011 0015	42 NEWTON ST	KAIVALYA, RAFFI P & HEIDI L	42 NEWTON STREET /	WALTHAM	MA	02453-6025
R061 011 0016	34 -36 NEWTON ST	RIZZA, JAMES T. & KARIN / (BAROUSHIAN) RIZZA	19 CONNELL ST. /	NEWTON	MA	02462
R061 011 0017 001	9 -1 BARTON ST	BARTH, AMY L.	9-1 BARTON STREET /	WALTHAM	MA	02453
R061 011 0017 002	9 -2 BARTON ST	GARIKIPATI, NEERJA J. & SUCHET / JOSHI & KRISHNAKUMAR	9-2 BARTON ST. /	WALTHAM	MA	02453
R061 011 0017 021	9 -21 BARTON ST	AREND, PATRICIA L.	9 BARTON ST #21 /	WALTHAM	MA	02453
R061 011 0017 022	9 -22 BARTON ST	RUNDLETT, GAIL / AKA/ GAIL I. FINNIE	9 BARTON ST. #22 /	WALTHAM	MA	02453
R061 011 0017 031	9 -31 BARTON ST	THOMAS, CATHERINE M.	9-31 BARTON STREET /	WALTHAM	MA	02453
R061 011 0017 032	9 -32 BARTON ST	LEE, JEFFREY G.	39 WINTHROP ST. /	MELROSE	MA	02176
R061 011 016A	38 NEWTON ST	38 NEWTON ST. LLC.	721 HUMPHREY STREET /	SWAMPSCOTT	MA	01907
R061 012 0001	3 TOWNSEND ST	LU, JUN & XI CHEN	3 TOWNSEND ST. /	WALTHAM	MA	02453
R061 012 0002	9 TOWNSEND ST	HAYWARD, SHAUN S. & / RACHEL I.	9 TOWNSEND ST /	WALTHAM	MA	02453
R061 012 0003	15 TOWNSEND ST	WALTHAM HOUSING AUTHORITY /.	110 POND STREET /	WALTHAM	MA	02453
R061 012 0004	19 TOWNSEND ST	LEWIS, DAVID T. & LANA ALE; / DAVID T LEWIS FAM IRREV TR; &	19 TOWNSEND ST /	WALTHAM	MA	02453
R061 012 0005	23 -25 TOWNSEND ST	EVERGREEN-WALTHAM RLTY. TR; / YIN LIN XIE & LI LING TR.	166 S.GREAT RD /	LINCOLN	MA	01773
R061 012 0006	26 -28 NEWTON ST	STENIS, PETER & JOHN	31 BERKELEY ST	WATERTOWN	MA	02472
R061 012 0007	22 NEWTON ST	LONGHITANO, CONCETTA	22 NEWTON ST. /	WALTHAM	MA	02453-6060
R061 012 0008	18 NEWTON ST	KOEPPER, MARK D.	24 MARIANNE RD	WALTHAM	MA	02452
R061 012 0009	12 -14 NEWTON ST	ATTARDO, ALFONSO & ROSA /	144 MADISON AVENUE /	WATERTOWN	MA	02472
R061 012 0012	456 MAIN ST	BROOKLINE BANK /	P.O.BOX 179179 /	BOSTON	MA	02117-9179
R061 013 0001	476 MAIN ST	CITY OF WALTHAM	610 MAIN ST	WALTHAM	MA	02452-5552
R061 013 0003	21 NEWTON ST	LELAND HOME FOR WOMEN /	21 NEWTON ST. /	WALTHAM	MA	02453-6004
R061 013 0004 001	39 -1 NEWTON ST	MELONE, JOSEPH /	39-1 NEWTON STREET /	WALTHAM	MA	02453-6023
R061 013 0004 002	39 -2 NEWTON ST	NEWTON ST. REALTY TRUST; / HIROKO LEE TR,	70 GRASSLAND ST /	LEXINGTON	MA	02421
R061 013 0005 009	9 CENTRAL ST	LEDESMA, MARIE CHANTAL	9 CENTRAL STREET	WALTHAM	MA	02453-5403
R061 013 0005 011	11 CENTRAL ST	LASHGARI, SOHAIL & SHEIDA / FOROUTANI	3 EDGAR ROAD	BILLERICA	MA	01821
R061 013 0006 015	15 -01 CENTRAL ST	AUBE, STEPHANIE & ALAN / OLDIGES	15-1 CENTRAL ST	WALTHAM	MA	02453-5403
R061 013 0006 017	15 -02 CENTRAL ST	KARLIK, ILYA	15-2 CENTRAL STREET /	WALTHAM	MA	02453-5403
R061 013 0006 15R	17 -01 CENTRAL ST	15R CENTRAL ST. REALTY TR; / ONIK & MARY KOUYOUMDJIAN	17-1 CENTRAL STREET	WALTHAM	MA	02453-5403
R061 013 0006 17R	17 -02 CENTRAL ST	TRIGER, JASON	17-2 CENTRAL ST. /	WALTHAM	MA	02453
R061 013 0007	21 CENTRAL ST	WALTHAM COMMITTEE, INC. /	135 BEAVER STREET /	WALTHAM	MA	02452-5551
R061 013 0008	25 CENTRAL ST	SINGH, JAGJIT /	25 CENTRAL ST. /	WALTHAM	MA	02453-5403

R061 013 0009	28 -30 HEARD ST	WALTHAM COMMITTEE, INC.	135 BEAVER ST.	WALTHAM	MA	02452-5551
R061 013 0010	494 MAIN ST	CITY OF WALTHAM / SUPT OF SCHOOLS	494 MAIN ST.	WALTHAM	MA	02452-6131
R061 013 0011	488 MAIN ST	CITY OF WALTHAM /	488 MAIN ST. /	WALTHAM	MA	02452-6131
R061 014 0001	500-02 MAIN ST	PINA REALTY TRUST, / FAUSTO MELE, TR.	242B LINDEN STREET /	WALTHAM	MA	02452-6229
R061 014 0002	13 -15 HEARD ST	MORALES, HORTENCIA	77 MAIN ST.	WALTHAM	MA	02453-6653
R061 014 0003	19 HEARD ST	BARBATO, DONALD J. & / LUCILLE C.	19 HEARD STREET /	WALTHAM	MA	02453-5409
R061 014 0004	23 HEARD ST	LEBLANC, ROBERT	23 HEARD STREET /	WALTHAM	MA	02453
R061 014 0005 001	29 -1 HEARD ST	SONNTAG, KAI C. & SILKE / KRIEGER	29 HEARD ST. #1 /	WALTHAM	MA	02453
R061 014 0005 002	29 -2 HEARD ST	KRIEGER, SILKE & KAI-CHRISTIAN / SONNTAG	29 HEARD ST #2 /	WALTHAM	MA	02453
R061 014 0005 003	29 -3 HEARD ST	SONNTAG, KAI-CHRISTIAN & SILKE / KRIEGER	29 HEARD STREET #2 /	WALTHAM	MA	02453
R061 014 0005 004	29 -4 HEARD ST	DEBARGE, CHRISTOPHER	29 HEARD ST. #4	WALTHAM	MA	02453
R061 014 0006	33 HEARD ST	RIVERIA, HECTOR & MARIA / FIGEROA	33 HEARD ST /	WALTHAM	MA	02453-5409
R061 014 0007	27 CENTRAL ST	MORIN, ERIC J.	27 CENTRAL ST. /	WALTHAM	MA	02453-5460
R061 014 0008	31 CENTRAL ST	CONTI, JANET C. /	31 CENTRAL STREET /	WALTHAM	MA	02453-5460
R061 014 0009	37 CENTRAL ST	BRADLEY LIVING TRUST; / DANIEL L. & LORRAINE A.	163 RIVERVIEW AVE. /	WALTHAM	MA	02453-3842
R061 014 0010	36 -38 CROSS ST	GREENWOOD, WILLIAM G. & / HELEN A. H&UX, T/E	36 CROSS ST.	WALTHAM	MA	02453-5430
R061 014 0011 001	32 -1 CROSS ST	32 CROSS STREET, LLC.	97 LOWELL ST	NEWTON	MA	02460
R061 014 0011 002	32 -2 CROSS ST	FAN, LINGLING	32-2 CROSS ST.	WALTHAM	MA	02453-5013
R061 014 0012	28 CROSS ST	LIU, JIALIN JACKY & HONGYING L / T/C	25 COLBORNE RD #2 /	BRIGHTON	MA	02135
R061 014 0013	26 CROSS ST	CAPITANI, MICHAEL & LAUREN	112 WINTER ST.	BELMONT	MA	02468
R061 014 0014 001	24 -1 CROSS ST	CHEN, XI & JUN LU	24-1 CROSS ST	WALTHAM	MA	02153
R061 014 0014 002	24 -2 CROSS ST	WEATHERSBY, DANIEL & VERA / DUARTE	24-2 CROSS ST	WALTHAM	MA	02453
R061 014 0015 001	18 -01 CROSS ST	ROME, EMILY	18 -01 CROSS ST	WALTHAM	MA	02154
R061 014 0015 002	18 -02 CROSS ST	SIVANESAN, SIVARUBAN	18 -02 CROSS ST	WALTHAM	MA	02154
R061 014 0015 003	18 -03 CROSS ST	CALKINS, ELIZA R. & DILLON RICHARD FOLEY / J/T	18 -03 CROSS ST	WALTHAM	MA	02154
R061 014 0016	14 -16 CROSS ST	MAUREEN OCONNELL-SOLANO REV TR / MAUREEN OCONNELL-SOLANDO &	14 CROSS ST.	WALTHAM	MA	02453-5430
R061 014 0017	504 -06 MAIN ST	504 MAIN STREET TRUST, / GIOVANNI MAIONE, TRS.	504 MAIN STREET	WALTHAM	MA	02452-5521
R061 015 0001	510 -12 MAIN ST	LUCAS, STEVEN F. /	512 MAIN ST. /	WALTHAM	MA	02452-6225
R061 015 0002	9 -11 CROSS ST	9-11 CROSS ST LLC.	3 CRAIG ROAD /	ACTON	MA	01720
R061 015 0003	15 CROSS ST	SYED, HUSSEIN & AISHA MUGHAL /	15 CROSS STREET	WALTHAM	MA	02453-5413
R061 015 0004	21 CROSS ST	ROSENTHAL, ADENA S. & / BENJAMIN ZACK	21 CROSS STREET	WALTHAM	MA	02453-5413
R061 015 0005	23 CROSS ST	KING, GEORGE F. JR.	23 CROSS STREET	WALTHAM	MA	02453-5413
R061 015 0006	25 CROSS ST	GRUBBS, ROBERT A. & SUSAN M. / RTS/SURV	25 CROSS ST. /	WALTHAM	MA	02453-5413
R061 015 0007	27 -29 CROSS ST	SAAVEDRA, FIDENCIO	27-29 CROSS STREET /	WALTHAM	MA	02451
R061 015 0008	31 CROSS ST	GIRON, BYRON J. & CARMEN M.	31 CROSS STREET	WALTHAM	MA	02453-5413
R061 015 0009	41 CENTRAL ST	CENTRAL PROPERTIES DEVEL. LLC	264 SALEM ST. /	MEDFORD	MA	02155
R061 016 0001	2 JACKSON ST	SANCHEZ, DENNIS	40 CENTRAL ST	WALTHAM	MA	02453-5415
R061 016 0002	40 CENTRAL ST	SANCHEZ, DENNIS & SHIRLEY /	40 CENTRAL ST /	WALTHAM	MA	02453
R061 016 0003	30 -32 CENTRAL ST	FORTUNE, DEAN W. & SUSANNE /	101 COPELAND ST /	WALTHAM	MA	02451-2370
R061 016 0004	18 CENTRAL ST	SALAZAR, RUTH YOLANDA	18 CENTRAL ST. /	WALTHAM	MA	02453
R061 016 0005	16 CENTRAL ST	WINDLE, CHRISTOPHER L. & / ABIGAIL I. JACOBS T/E	16 CENTRAL ST. /	WALTHAM	MA	02453
R061 016 0006	10 CENTRAL ST	FINDLAY, GEORGE R.	10 CENTRAL ST. /	WALTHAM	MA	02453
R061 016 004A	26 CENTRAL ST	FAREL, FRANCKLIN /	26 CENTRAL ST /	WALTHAM	MA	02453
R061 017 0001	30 A AMORY RD	30A AMORY ROAD LLC.	30-A AMORY RD /	WALTHAM	MA	02453
R061 017 0002	32 -38 AMORY RD	AMORY ROAD REALTY, LLC.	70 CHECKERBERRY LN. /	FRAMINGHAM	MA	01702
R061 017 0003	40 -46 AMORY RD	40-46 AMORY ROAD LIMITED / PARTNERSHIP	PO BOX 75 /	LINCOLN	MA	01773



R061 017 0004	53 -55 NEWTON ST	LEB REALTY LLC.	1501 BEACON ST APT 1005 /	BROOKLINE	MA	02446
R061 017 0005	63 -65 NEWTON ST	LEB REALTY LLC.	1501 BEACON ST APT 1005 /	BROOKLINE	MA	02446
R061 019 0018	62 NEWTON ST	MISSIONARY SISTERS OF THE / SOCIETY OF MARY	62 NEWTON STREET /	WALTHAM	MA	02453

**VERIFICATION OF INFORMATION  
PROVIDED**  
*Benedette Vargay*  
**APPROVED BY THE  
WALTHAM BOARD OF ASSESSORS**  
**DATE** 10-22-2021



FIVE TWENTY MAIN ST. RLTY. TR; /  
MARC RESNICK TR.

100 FELTON ST STE-201  
WALTHAM, MA 02453

LEE, LILY  
457 MAIN STREET  
WALTHAM, MA 02452-6137

MCNAMARA PROPERTIES, LLC.  
P.O. BOX 1238  
HAMPTON, NH 03843

MCNAMARA PROPERTIES, LLC.  
P.O. BOX 1238  
HAMPTON, NH 03843

ERBA, ANGELINA & LUCY ANN  
ERBA  
15 BARTON STREET  
WALTHAM, MA 02453-6008

RIZZA, JAMES T. & KARIN  
(BAROUSHIAN) RIZZA  
19 CONNELL ST.  
NEWTON, MA 02462

AREND, PATRICIA L.  
9 BARTON ST #21  
WALTHAM, MA 02453

LEE, JEFFREY G.  
39 WINTHROP ST.  
MELROSE, MA 02176

HAYWARD, SHAUN S. & RACHEL I.  
9 TOWNSEND ST  
WALTHAM, MA 02453

EVERGREEN-WALTHAM RLTY. TR;  
YIN LIN XIE & LI LING TR.  
166 S.GREAT RD  
LINCOLN, MA 01773

CENTRAL PROPERTIES DEVEL. LLC.  
264 SALEM ST.  
MEDFORD. MA 02155

MCNAMARA, MARY ALICE C/O  
MCNAMARA PROP.  
P.O. BOX 1238  
HAMPTON, NH 03843

481 MAIN STREET LLC.  
78 OXBOW RD. U-76-0  
FRAMINGHAM, MA 01701

451 MAIN STREET, LLC.  
465 WAVERLY OAKS RD S-216  
WALTHAM, MA 02452-6136

SALAZAR, OBED & SARA E. LOPEZ  
40 NEWTON ST.  
WALTHAM. MA 02453

BARTH, AMY L.  
9-1 BARTON STREET  
WALTHAM, MA 02453

RUNDLETT, GAIL AKA/ GAIL I.  
FINNIE  
9 BARTON ST. #22  
WALTHAM, MA 02453

38 NEWTON ST. LLC.  
721 HUMPHREY STREET  
SWAMPSCOTT, MA 01907

WALTHAM HOUSING AUTHORITY  
110 POND STREET  
WALTHAM. MA 02453

STENIS, PETER & JOHN  
31 BERKELEY ST  
WATERTOWN, MA 02472

SIEGEL FAMILY REALTY TRUST  
ELLIOT SIEGEL & SANDRA KADLICK  
170 OLD FORGE RD  
HANOVER, MA 02339

MCNAMARA PROPERTIES, LLC.  
P.O. BOX 1238  
HAMPTON. NH 03843

HAYTAYAN, ALBERT  
92 RAFFAELE DRIVE  
WALTHAM, MA 02452

CAPELLETTI, MARZIA  
21 BARTON STREET  
WALTHAM, MA 02453-6008

KAIVALYA, RAFFI P & HEIDI L  
42 NEWTON STREET  
WALTHAM. MA 02453-6025

GARIKIPATI, NEERJA J. & SUCHET  
JOSHI & KRISHNAKUMAR  
9-2 BARTON ST.  
WALTHAM, MA 02453

THOMAS, CATHERINE M.  
9-31 BARTON STREET  
WALTHAM. MA 02453

LU, JUN & XI CHEN  
3 TOWNSEND ST.  
WALTHAM, MA 02453

LEWIS, DAVID T. & LANA ALE;  
DAVID T LEWIS FAM IRREV TR; &  
19 TOWNSEND ST  
WALTHAM, MA 02453

LONGHITANO, CONCETTA  
22 NEWTON ST.  
WALTHAM, MA 02453-6060

KOEPPER, MARK D.  
24 MARIANNE RD  
WALTHAM, MA 02452

CITY OF WALTHAM  
610 MAIN ST  
WALTHAM, MA 02452-5552

NEWTON ST. REALTY TRUST;  
HIROKO LEE TR,  
70 GRASSLAND ST  
LEXINGTON, MA 02421

AUBE, STEPHANIE & ALAN / OLDIGES  
15-1 CENTRAL ST  
WALTHAM, MA 02453-5403

TRIGER, JASON  
17-2 CENTRAL ST.  
WALTHAM, MA 02453

WALTHAM COMMITTEE, INC.  
135 BEAVER ST.  
WALTHAM, MA 02452-5551

PINA REALTY TRUST, FAUSTO MELE,  
TR.  
242B LINDEN STREET  
WALTHAM, MA 02452-6229

LEBLANC, ROBERT  
23 HEARD STREET  
WALTHAM, MA 02453

SONNTAG, KAI-CHRISTIAN & SILKE  
KRIEGER  
29 HEARD STREET #2  
WALTHAM, MA 02453

MORIN, ERIC J.  
27 CENTRAL ST.  
WALTHAM, MA 02453-5460

ATTARDO, ALFONSO & ROSA  
144 MADISON AVENUE  
WATERTOWN, MA 02472

LELAND HOME FOR WOMEN  
21 NEWTON ST.  
WALTHAM, MA 02453-6004

LEDESMA, MARIE CHANTAL  
9 CENTRAL STREET  
WALTHAM, MA 02453-5403

KARLIK, ILYA  
15-2 CENTRAL STREET  
WALTHAM, MA 02453-5403

WALTHAM COMMITTEE, INC.  
135 BEAVER STREET  
WALTHAM, MA 02452-5551

CITY OF WALTHAM / SUPT OF  
SCHOOLS  
494 MAIN ST.  
WALTHAM, MA 02452-6131

MORALES, HORTENCIA  
77 MAIN ST.  
WALTHAM, MA 02453-6653

SONNTAG, KAI C. & SILKE KRIEGER  
29 HEARD ST. #1  
WALTHAM, MA 02453

DEBARGE, CHRISTOPHER  
29 HEARD ST. #4  
WALTHAM, MA 02453

CONTI, JANET C.  
31 CENTRAL STREET  
WALTHAM, MA 02453-5460

BROOKLINE BANK  
P.O.BOX 179179  
BOSTON, MA 02117-9179

MELONE, JOSEPH  
39-1 NEWTON STREET  
WALTHAM, MA 02453-6023

LASHGARI, SOHAI L & SHEIDA F.  
3 EDGAR ROAD  
BILLERICA, MA 01821

15R CENTRAL ST. REALTY TR;ONIK &  
MARY KOUYOUMDJIAN  
17-1 CENTRAL STREET  
WALTHAM, MA 02453-5403

SINGH, JAGJIT  
25 CENTRAL ST.  
WALTHAM, MA 02453-5403

CITY OF WALTHAM  
488 MAIN ST.  
WALTHAM, MA 02452-6131

BARBATO, DONALD J. & LUCILLE C.  
19 HEARD STREET  
WALTHAM, MA 02453-5409

KRIEGER, SILKE & KAI-CHRISTIAN  
SONNTAG  
29 HEARD ST #2  
WALTHAM, MA 02453

RIVERIA, HECTOR & MARIA FIGEROA  
33 HEARD ST  
WALTHAM, MA 02453-5409

BRADLEY LIVING TRUST; DANIEL L.  
& LORRAINE A.  
163 RIVERVIEW AVE.  
WALTHAM, MA 02453-3842

GREENWOOD, WILLIAM G. & HELEN  
A. H&UX, T/E  
36 CROSS ST.  
WALTHAM, MA 02453-5430

LIU, JIALIN JACKY & HONGYING L  
T/C  
25 COLBORNE RD #2  
BRIGHTON, MA 02135

WEATHERSBY, DANIEL & VERA  
DUARTE  
24-2 CROSS ST  
WALTHAM, MA 02453

CALKINS, ELIZA R. & DILLON  
RICHARD FOLEY J/T  
18 -03 CROSS ST  
WALTHAM, MA 02154

LUCAS, STEVEN F.  
512 MAIN ST.  
WALTHAM, MA 02452-6225

ROSENTHAL, ADENA S. & BENJAMIN  
ZACK  
21 CROSS STREET  
WALTHAM, MA 02453-5413

SAAVEDRA, FIDENCIO  
27-29 CROSS STREET  
WALTHAM, MA 02451

SANCHEZ, DENNIS  
40 CENTRAL ST  
WALTHAM, MA 02453-5415

SALAZAR, RUTH YOLANDA  
18 CENTRAL ST.  
WALTHAM, MA 02453

FAREL, FRANCKLIN  
26 CENTRAL ST  
WALTHAM, MA 02453

32 CROSS STREET, LLC.  
97 LOWELL ST  
NEWTON, MA 02460

CAPITANI, MICHAEL & LAUREN  
112 WINTER ST.  
BELMONT, MA 02468

ROME, EMILY  
18 -01 CROSS ST  
WALTHAM, MA 02154

MAUREEN OCONNELL-SOLANO  
14 CROSS ST.  
WALTHAM, MA 02453-5430

9-11 CROSS ST LLC.  
3 CRAIG ROAD  
ACTON, MA 01720

KING, GEORGE F. JR.  
23 CROSS STREET  
WALTHAM, MA 02453-5413

GIRON, BYRON J. & CARMEN M.  
31 CROSS STREET  
WALTHAM, MA 02453-5413

SANCHEZ, DENNIS & SHIRLEY  
40 CENTRAL ST  
WALTHAM, MA 02453

WINDLE, CHRISTOPHER L. &  
ABIGAIL I. JACOBS T/E  
16 CENTRAL ST.  
WALTHAM, MA 02453

30A AMORY ROAD LLC.  
30-A AMORY RD  
WALTHAM, MA 02453

FAN, LINGLING  
32-2 CROSS ST.  
WALTHAM, MA 02453-5013

CHEN, XI & JUN LU  
24-1 CROSS ST  
WALTHAM, MA 02153

SIVANESAN, SIVARUBAN  
18 -02 CROSS ST  
WALTHAM, MA 02154

504 MAIN STREET TRUST,  
GIOVANNI MAIONE, TRS.  
504 MAIN STREET  
WALTHAM, MA 02452-5521

SYED, HUSSEIN & AISHA MUGHAL  
15 CROSS STREET  
WALTHAM, MA 02453-5413

GRUBBS, ROBERT A. & SUSAN M.  
25 CROSS ST.  
WALTHAM, MA 02453-5413

CENTRAL PROPERTIES DEVEL. LLC  
264 SALEM ST  
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## **SECTION 14**

### PHASE I ENVIRONMENTAL REPORT



PHASE I ENVIRONMENTAL SITE  
ASSESSMENT REPORT

21 NEWTON STREET

WALTHAM, MASSACHUSETTS

OCTOBER 1, 2021

Prepared For:

2Life Communities  
30 Wallingford Road  
Brighton, MA 02135

PROJECT NO. 7274





October 1, 2021

21 Newton Street  
30 Wallingford Road  
Brighton, MA 02135

Reference: 21 Newton Street; Waltham, MA  
Phase I Environmental Site Assessment Report

Ladies and Gentlemen:

Enclosed is our Phase I Environmental Site Assessment Report for the property with the address of 21 Newton Street in Waltham, Massachusetts, herein referred to as the subject site. The general site locus is shown on the enclosed Figure 1.

This report was prepared by McPhail Associates LLC (McPhail) in accordance with our proposal dated August 16, 2021 and the subsequent authorization of 2Life Communities. These services are subject to the limitations contained in Appendix A.

We have performed a Phase I Environmental Site Assessment in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Assessments: Phase I Environmental Assessment Process (ASTM E 1527-13) as referenced in 40 CFR Part 312 (the All Appropriate Inquiries Rule). The objective of the Phase I Environmental Site Assessment, as defined in the ASTM E 1527-13 Standard, is to assess for the presence of Recognized Environmental Conditions (RECs), Historical RECs (HRECs), and/or Controlled RECs (CRECs) at the subject site or at surrounding properties that may potentially pose a threat to the subject site.

The conclusions presented herein and our professional opinions are based solely on the scope of work conducted. The scope of our Phase I Environmental Site Assessment did not include an investigation of the property for the presence of asbestos-containing materials, lead-based paint, mold, urea formaldehyde foam insulation (UFFI), other hazardous building materials, or naturally occurring substances such as radon gas.

Fronting onto Newton Street to the east, the subject site consists of a 65,702 square-foot irregularly shaped parcel, which is bounded by a senior center and associated parking lot to the north, Heard Street to the west, and residential properties to the south. The subject site is currently occupied by Leland Home, a 1- to 3-story structure utilized as a senior care facility. The remainder of the subject site consists of an asphalt-paved parking lot and landscaped areas.

Historical records reviewed indicate that the subject site was developed in the mid to late-1800s with the construction of a 2-story dwelling on the western portion of the subject site, two 2-story dwellings on the southeastern portion, and, in 1891, the original Leland Home structure, which was then known as Leland Home for Aged Women. Additions were added to the subject site building in 1938, 1952, 1953, and 1954. The former residential dwellings at the subject site were demolished throughout the 1900s as the Leland Home property



expanded. A shed was reportedly constructed on the western-central portion of the subject site in approximately 1991. The subject site building was indicated to be utilized as a rest home until 2020.

Based on a review of historical records, a filling station is shown on Sanborn Maps to have been located at the 476 Main Street property, approximately 100 feet to the north of the subject site. A second filling station is shown to have been located at the 487 Main Street property approximately 250 feet to the north-northwest of the subject site. Further, the 1950 Sanborn Map also shows that the 19 Heard Street property, which is located on the opposite side of Heard Street from the subject site, was occupied by an automotive repair facility. Currently, the 19 Heard Street property and the 487 Main Street property are still occupied by an automotive repair facility and a gasoline filling station, respectively. The filling station located at 476 Main Street was decommissioned in the early 2010s and is associated with RTNs 3-30866 and 3-34649. Details regarding these releases are described in the Massachusetts DEP Records Review section below and are not considered to be RECs with respect to the subject site. However, the presence of a gasoline filling station at 487 Main Street and an automotive repair facility at 19 Heard Street are considered to be RECs with respect to the subject site, respectively.

McPhail conducted a visual site reconnaissance on September 8, 2021. During the site reconnaissance, McPhail noted the presence of two pairs of approximately 330-gallon fuel oil aboveground storage tanks (ASTs) (4 total tanks) located in the below grade space at the subject site. De minimis staining was noted beneath one pair of these ASTs. De minimis staining was also noted on the concrete slab at the base of a shallow pit in the 1891 House boiler. The pit is the location of an existing gas-fire boiler. Ms. Keane of Leland Home indicated that a tank was previously located in the pit, but had no additional information. No visual surficial evidence of RECs were identified during our visual site reconnaissance. Possible asbestos-containing material was observed in several areas of the basement of the subject site building, which, if confirmed to be asbestos-containing, should be removed in accordance with applicable local, state, and federal regulations.

According to files provided by the Waltham Fire Department, two (2) 1,000-gallon No. 2 fuel oil underground storage tanks (USTs) were removed from the subject site in May 1993. No indications as to the locations or condition of these tanks were noted on the documents. McPhail followed up with Ms. Keane of Leland Home, who was also unable to find additional information regarding these USTs. Given that undocumented releases of petroleum could have occurred from these two (2) 1,000-gallon fuel oil USTs, their former presence is considered to be an REC with respect to the subject site.

The provided Fire Department records also indicate that a 500-gallon fuel oil tank was removed from the 488 Main Street site in December 2017 and that three (3) 330-gallon heating oil tanks were removed from the 488 Main Street site on August 13, 2002. The three (3) 330-gallon tanks were not specified to be above or below ground. Given the indicated former presence of a 500-gallon fuel oil UST and three (3) 330-gallon heating oil tanks at the 488 Main Street site without records detailing assessment for possible



contamination, these USTs are considered to be a potential REC with respect to the subject site.

A review of an environmental database search prepared by EDR, Inc. of Shelton, Connecticut indicates that one nearby site is listed in the EDR Hist Cleaners database. The listing is identified as Meadow Cleaners with an address of 468 Main Street. This site is located approximately 175 feet to the northeast of the subject site and is indicated to have operated as a drycleaner between 1976 and 2006. Given the potential for an undocumented release to have occurred from the 468 Main Street site, this former drycleaner is considered to be an REC with respect to the subject site.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 for the property with the listed address of 21 Newton Street in Waltham, Massachusetts. Any exceptions to, or deletions from, this practice are described in the Purpose and Scope section of this report. This assessment has identified the following five (5) Recognized Environmental Conditions in connection with the subject site:

- 1.) The former presence of two (2) 1,000-gallon USTs at the subject site which were indicated to have been removed in May 1993. No further information regarding the USTs, their locations or condition upon removal, or the possible presence of associated contamination was identified.
- 2.) The use of the 19 Heard Street property, which is located on the opposite side of Heard Street to the west of subject site, as an automotive repair facility since at least 1950.
- 3.) The historical presence of a drycleaning facility at the 468 Main Street property, which was located approximately 175 to the northeast of the subject site, between 1976 and 2006.
- 4.) The historical presence of one (1) 500-gallon UST and three (3) 330-gallon tanks which were indicated to have been previously removed from the northern-adjacent 488 Main Street property. No further information regarding the USTs, their condition upon removal, or the possible presence of associated contamination was identified.
- 5.) The presence of a gasoline filling station at the 487 Main Street property, which is located approximately 250 feet to the north of the subject site.

It is recommended that a Phase II Site Assessment, consisting of a ground penetrating radar (GPR) survey, as well as sampling and testing of soil and groundwater samples, be conducted at the subject site to assess the RECs described herein.



21 Newton Street  
October 1, 2021  
Page 4

We trust that the above is sufficient for your present requirements. Should you have any questions concerning the information presented herein, please do not hesitate to call us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

A handwritten signature in blue ink that reads "Kevin Jordan". The signature is written in a cursive, flowing style.

Kevin D. Jordan

A handwritten signature in blue ink that reads "Ambrose J. Donovan". The signature is written in a cursive, flowing style.

Ambrose J. Donovan, P.E., L.S.P.

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KDJ/ajd



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FIGURES:

FIGURE 1: PROJECT LOCATION PLAN

FIGURE 2: SITE PLAN

APPENDICES:

APPENDIX A: LIMITATIONS

APPENDIX B: MCP PHASE I SITE ASSESSMENT MAP AND PHOTOGRAPHS

APPENDIX C: HISTORICAL RECORDS

APPENDIX D: CITY OF WALTHAM FILES AND RECORDS

APPENDIX E: EDR DATABASE REPORT



## PURPOSE AND SCOPE

The purpose of this report by McPhail Associates LLC is to present the results of a Phase I Environmental Site Assessment for the property with the address of 21 Newton Street in Waltham, Massachusetts (the "subject site"). Refer to the Project Location Plan (Figure 1) for the general site locus.

These services were performed and this report was prepared in accordance with our proposal dated August 16, 2021 and the subsequent authorization of 2Life Communities. These services are subject to the limitations in Appendix A.

The assessment was conducted for the above-mentioned property in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Assessments: Phase I Environmental Assessment Process (ASTM E 1527-13) as referenced in 40 CFR Part 312 (the All Appropriate Inquiries Rule). Standards utilized in our evaluation included the Massachusetts Oil and Hazardous Materials (OHM) Release Prevention and Response Act (MGL Chapter 21E) and the Massachusetts Contingency Plan (310 CMR 40.0000).

Our scope of services consisted of the following: (i) a visual inspection of the site and reconnaissance of the surrounding area; (ii) an assessment of the site history relative to the possible presence of oil and hazardous materials; (iii) a search of information on file at municipal offices of the City of Waltham for records of permits issued for the storage and/or use of oil or hazardous materials at the site; (iv) a search of the Massachusetts Department of Environmental Protection (DEP) on-line database and files for records of incidents involving releases of oil and/or hazardous materials at and/or in the vicinity of the subject site ; and (vi) a search of Federal databases and records using the relevant ASTM specified search radii, including the National Priorities List, SEMS List and RCRIS Handlers List by EDR, Inc. of Shelton, Connecticut.

Excluded from our Phase I Environmental Site Assessment scope of work were a title search, an environmental lien search, an assessment for the presence of lead-based paint, mildew, mold, urea formaldehyde foam insulation (UFFI), other hazardous building materials, and naturally occurring compounds such as radon. No attempt was made to check the compliance of present or past owners of the site with federal, state or local laws and regulations except as documented herein.



The objective of the Phase I Environmental Site Assessment, as defined in the ASTM E 1527-13 Standard, is to identify the potential presence of Recognized Environmental Conditions (RECs), Historical RECs (HRECs), and/or Controlled RECs (CRECs) at the subject site or at surrounding properties that may potentially pose a threat to the subject site.

The term REC is defined by ASTM E 1527-13 as "the presence or likely presence of any hazardous substance or petroleum in, on, or at the property (1) due to a release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of future release to the environment". The term HREC is defined by ASTM E 1527-13 as "a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority without subjecting the property to any required controls". The term CREC is defined by ASTM E 1527-13 as a "recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls".

Our professional opinion is based solely on the scope of the work conducted and pertains to the subject site limits as shown on Figure 2 and defined below.

## SITE AND LOCUS DESCRIPTION

### Location and Description

Fronting onto Newton Street to the east, the subject site consists of a 65,702 square-foot irregularly shaped parcel, which is bounded by a senior center and associated parking lot to the north, Heard Street to the west, and residential properties to the south. The subject site is currently occupied by Leland Home, a 1- to 3-story structure utilized as a senior care facility. The remainder of the subject site consists of an asphalt-paved parking lot and landscaped areas. The existing ground surface at the subject site generally slopes gradually from approximate Elevation +61 on the southeastern portion of the subject site to approximate Elevation +59 on the northwestern portion.



The area surrounding the subject site is serviced by public utilities including municipal water, sewer, and natural gas. The area surrounding the subject site is occupied by a mixture of residential and commercial properties.

The subject site is located at longitude and latitude  $42^{\circ} 22' 34.98''$  north  $71^{\circ} 13' 45.94''$  west, respectively, and at Universal Transverse Mercator (UTM) coordinates 316,466.5 meters east and 4,693,761 meters north in Zone 19.

The limits of the subject site are shown on Figure 2, which was prepared from a 20-scale drawing dated July 29, 2021 and prepared by Precision Land Surveying, Inc.

#### Site and Vicinity General Characteristics

Based on an online edition of the Massachusetts Geographic Information Systems DEP Priority Resources Map viewed on September 7, 2021, the subject site is not located within the boundaries of a Potentially Productive Aquifer or within a Zone II, Interim Wellhead Protection Area as defined by the Massachusetts Department of Environmental Protection. According to the Priority Resources Map, there are no public or private drinking water supply wells, no Areas of Critical Environmental Concern, no fish habitats, no habitats of Species of Special Concern or Threatened or Endangered Species within specified distances of the subject site. There are no water bodies or wetland areas at the subject site. The nearest water body is the Charles River located approximately 1,000 feet to the south of the subject site. There are no areas designated as solid waste sites (landfills) noted as being located within 1,000 feet of the subject site. A copy of the Phase I Site Assessment Map is included in Appendix B.

In addition, a report prepared by Environmental Database Resource, Inc. (EDR) was reviewed for this study. Based on EDR's search of FEMA Flood Plain Maps, the subject site is not located within a 100-year flood plain. The EDR report is discussed in more detail later in this report.

**SITE RECONNAISSANCE** A site reconnaissance of the subject site and surrounding properties was performed on September 8, 2021 by a representative of McPhail Associates, LLC who was accompanied by Zoe Weinrobe of 2Life Communities and Christine Battisti Keane of Leland Home. Observations of readily visible portions





of adjacent and nearby properties were also made. However, in general, these observations were made from outside the boundaries of these properties. The extent of the subject site is shown on Figure 2. Photographs taken during our site reconnaissance are included in Appendix B. Ms. Keane indicated that she was not aware of spills or releases of oil or hazardous materials to have occurred at the subject site. She also indicated that a portion of the subject site building was heated with oil, but that a gas boiler was also present in the below-grade space of the 1891 House portion of the subject site building.

#### *Subject Site - Interior*

The subject site is currently occupied by a 1 to 3-story building that was formerly utilized as a retirement home. The site building no longer houses residents. As noted in the Site History section of this report, the 3-story portion of the existing building was constructed in 1891, with additions being built onto the building in 1938, 1952, 1953, and 1954.

The 1891 House portion of the site building was observed to generally be occupied by rooms previously utilized as residential space, bathrooms, offices, and common areas on the first, second, and third floors, as well as by a kitchen and storage closet on the first floor. The kitchen was observed to contain a gas range, wash sinks, commercial refrigerators, and freezers. The adjacent, 1-story 1954 Addition was observed to contain former residential rooms, office space, and bathrooms. No evidence of RECs was observed in these portions of the subject site building.

The 1891 House portion of the building and the 1981 Addition were observed to include a connected below-grade space containing several rooms. The 1891 Home portion of the below-grade space was observed to consist of a laundry room; storage space containing tools, paints, hardware, cleaners, and various other items; a "boiler room" containing a gas-fired boiler, other natural gas utilities, and two (2) water tanks; a "generator room" containing electrical equipment and fire pumps; an "elevator room" containing elevator machinery; and an inaccessible crawl space observed from the outside to contain air ducts and pipes.

No odors or staining potentially indicative of an REC were observed in the laundry room, storage space, crawl space,



elevator room, or generator room. De minimis staining was observed on the concrete slab in the elevator machine room and the generator room, at which locations the respective concrete slabs were observed to be in good condition with no visible cracking. We note that one of the water tanks in the boiler room, as well as several pipes in the 1981 House portion of the basement were observed to be wrapped in a material suspected to be asbestos-containing. Ms. Keane indicated that she had previously been told that the material was asbestos-containing. In the generator room, several pieces of the suspected asbestos-containing material (ACM) was observed to have fallen from an overhead pipe onto the floor. Although this suspect ACM is not considered to be an REC, we note that the material, if confirmed to be ACM, should be handled and disposed of in accordance with applicable local, state, and federal regulations.

Gas utilities and a gas-fired boiler were observed in the 1891 House boiler room. The boiler is situated in a shallow concrete pit, which Ms. Keane indicated also formerly contained an aboveground fuel oil storage tank that was previously removed. Ms. Keane was unsure as to additional details regarding the former tank or its removal. Staining was observed on the concrete slab at the base of the pit; however, the concrete slab and concrete walls of the shallow pit were observed to be in good condition with no visible cracking. Given that the concrete in the slab were observed to be in good condition, the former AST in the 1891 House boiler room is not considered to be an REC and the staining on the concrete slab is considered to be de minimis.

The 1954 Addition portion of the below-grade space was observed to contain a large storage space, a boiler room, and a room housing two (2) 330-gallon fuel oil tanks. The tanks were indicated on a placard to have been manufactured in October 2007 and were observed to be in good condition. De minimis staining was observed on the slab beneath the tanks. The slab was observed to be in good condition with no visible cracking. Feed lines for the tanks were observed to run above the concrete slab (and mounded within concrete) to the adjacent room containing a boiler and hot water tank. No evidence of an REC was noted in the 1954 Addition portion of the below-grade space.

The 2-story 1938 Addition and the connected 1-story 1952 Addition were observed to contain bathrooms and residential space, as well as a connected below-grade space. No evidence of RECs were observed in the bathrooms or residential space in



the 1938 Addition or the 1952 Addition. The below-grade space in the 1938 Addition was observed to contain two (2) approximately 330-gallon oil tanks, the feed lines for which ran within mounded concrete to a nearby boiler. The tanks appeared to be older than those observed in the 1954 Addition and did not contain an indication of their manufacture or installation date. De minimis staining was observed running down the side of one of the tanks on the concrete slab below. The concrete slab was observed to be in good condition with no evidence of cracking.

In summary, no visual evidence of RECs were identified at the subject site during our September 8, 2021 subject site reconnaissance.

#### *Subject Site – Exterior*

The exterior portion of the subject site was observed to be occupied by an asphalt-paved parking lot and driveways, grassed areas, and a courtyard. The asphalt was generally observed to be in good condition with some occasional cracking. A U-shaped driveway located in the southeastern portion of the subject site was observed to contain several asphalt patches.

A concrete pad-mounted emergency generator was observed near the southeastern portion of the 1891 House portion of the site building. Ms. Keane was unsure whether the generator was fueled via natural gas or diesel. No odors, staining, or stressed vegetation was observed in the vicinity of the generator.

Two (2) sets of fill and vent pipes were observed protruding from the northwest foundation wall of the 1954 Addition and the western foundation wall of the 1938 Addition, corresponding to the observed locations of the two (2) respective sets of oil tanks location with the below-grade spaces of these building. No odors, staining, or stressed vegetation were observed at the locations of these fill and vent pipes.

A shed was observed on the western portion of the subject site. Access to the shed was not available during our site reconnaissance. No indications of odors, stains, or stressed vegetation were observed in the vicinity of the shed.

In summary, no evidence of RECs were observed on the exterior portions of the subject site during our September 8, 2021 site reconnaissance.



### *Adjacent and Nearby Properties*

The subject site was observed to be situated in an area consisting of a mixture of residential and commercial properties. The subject site was observed to be bounded to the north by a parking lot and a structure containing the Waltham senior center and Waltham Council on Aging. Residential properties were observed across Newton Street to the east and to the south of the subject site. An auto shop was observed across Heard Street to the west of the subject site. No surficial evidence of RECs was observed on adjacent properties during our September 8, 2021 reconnaissance. However, as noted below, the presence of the automotive repair shop adjacent to the subject site is considered to be an REC with respect to the subject site.

### SITE HISTORY

Our research into the history of the subject site included a review of Sanborn Fire Insurance Maps dated 1892, 1897, 1903, 1911, 1918, 1950, and 1972 supplied by EDR; historical aerial photographs supplied by EDR; historical topographic maps supplied by EDR; historical City Directories supplied by EDR; and a Massachusetts Historical Commission Form B provided by 2Life Communities. Copies of the historical records are included in Appendix C.

#### Subject Site

Historical records reviewed for the subject site indicate that the subject site was developed in the mid to late-1800s with the construction of a 2-story dwelling on the western portion of the subject site, two 2-story dwellings on the southeastern portion, and, in 1891, the original Leland Home structure, which was then known as Leland Home for Aged Women.

By 1938, the first addition was built onto the current subject site building with the construction of a connected 2-story structure. By this time, one of the two 2-story dwellings located on the southeastern portion of the subject site had been demolished. Historical records indicate that the other dwelling and associated barn on the southeastern portion of the subject site were demolished in 1951 to make room for further additions to the existing subject site building.

Historical records indicate that three additions were added to the subject site building in 1952, 1953, and 1954. These additions were located to the south, east, and west of the original



structure, respectively. Following this period of construction in the 1950s, the subject site is indicated to have remained relatively unchanged until the 2-story dwelling on the western portion of the site was demolished sometime between 1978 and 1993. A shed was reportedly constructed on the western-central portion of the subject site in approximately 1991. The subject site building was indicated to be utilized as a rest home until 2020.

#### Surrounding Properties

Up until the mid-1900s, the properties surrounding the subject site were indicated to generally be occupied by residential structures with the exception of the Thomas Hill School, which was located adjacent to the subject site to the northwest and was indicated to be constructed in 1913. By 1950, a filling station is shown on Sanborn Maps to have been located at the 476 Main Street property, approximately 100 feet to the north of the subject site. A second filling station is shown to have been located at the 487 Main Street property approximately 250 feet to the north-northwest of the subject site. The 1950 Sanborn Map also shows that the 19 Heard Street property, which is located on the opposite side of Heard Street from the subject site, was occupied by an automotive repair facility. Currently, the 19 Heard Street property and the 487 Main Street property are still occupied by an automotive repair facility and a gasoline filling station, respectively. The filling station located at 476 Main Street was decommissioned in the early 2010s and is associated with RTNs 3-30866 and 3-34649. Details regarding these releases are described in the Massachusetts DEP Records Review section below and are not considered to be RECs with respect to the subject site. However, the presence of a gasoline filling station at 487 Main Street and an automotive repair facility at 19 Heard Street are considered to be RECs with respect to the subject site.

#### EVALUATION OF DATA FAILURE

In accordance with ASTM E 1527-13, Article 8.3.2 and Article 8.3.2.1, the uses of the property shall be identified back to the property's first developed use, or back to 1940, whichever is earlier, and the maximum interval between historical sources is 5 years. During the time period between the initial development of the subject site to the present time, some intervals between historical sources exceeded 5 years; therefore, data failure was encountered. However, the indicated use of the subject site



between sources was consistent and, therefore, the data failure is not considered to constitute a data gap.

**INTERVIEW WITH USER QUESTIONNAIRE** As part of our research into the historical use of the subject site, an interview was conducted with Mr. James McGowan of New England Deaconess, the operator of the subject site, in accordance with the User Questionnaire contained in Appendix X.3 of ASTM E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. A copy of the User Questionnaire was provided to Mr. McGowan and returned to us via email. Information from the questionnaire filled out by Mr. McGowan is included in the appropriate sections of this report. To the extent relevant and significant, information from the Questionnaire responses is included in appropriate sections of this report.

**MUNICIPAL AND STATE RECORD REVIEW** McPhail completed a municipal records review pertaining to information relevant to the potential use, storage, generation or disposal of OHM at the subject site property and surrounding properties. Our records review included on-line research or written inquiries of the City of Waltham Assessors database, City of Waltham Building Department, City of Waltham Health Department, and the City of Waltham Fire Department. The DEP UST Registry On-Line database was also reviewed.

1. City of Waltham Assessors' Database

According to the City of Waltham on-line property database, the subject site is listed with Parcel ID R061 013 0003 and occupies 1.508 acres of land. The owner of the parcel is listed as Leland Home for Women.

A copy of the on-line Assessors' information is included in Appendix D.

2. City of Waltham Building Department

A request for records pertaining to the subject site was made to the City of Waltham Building Department on September 13, 2021. In response to the request, Ms. Cynthia Boudreau of the Waltham Building Department provided a permit history for the subject site with the address of 21 Newton Street. The permit history indicated that additions and alterations were made to the subject site building, including in 1952, 1953, and 1954.



Further, the permit history indicates that a residential structure was demolished at 29 Newton Street in 1938 and at 33-35 Newton Street in 1951, each of which was formerly located at the subject site. The permit history also included installation of an elevator 1941, which was remodeled in 1969, and several gas and plumbing permits, one of which pertained to the installation of a gas boiler in 1980, which may refer to the gas-fire boiler viewed in the basement of the 1891 House during our visual site reconnaissance.

A copy of information provided by the Building Department is included in Appendix D.

### 3. City of Waltham Health Department

A request for available records related to the historic storage of oil and hazardous materials at the subject site and several adjacent properties was made via telephone to the Waltham Health Department on September 13, 2021. Mr. Michael Delfino, Senior Health Inspector indicated that the Health Department did not have applicable records related to the properties requested.

### 4. City of Boston Fire Department – Fire Prevention Division (FPD)

A request for available records related to the historic storage of oil and hazardous materials for the subject site and several adjacent properties was made to the City of Waltham Fire Department on September 8, 2021. Ms. Jen Fitzgerald of the Fire Prevention Division indicated that the Fire Department had records on file for the subject site with the address of 21 Newton Street, as well as nearby properties 476 Main Street and 488 Main Street, which are also discussed in the Massachusetts DEP Records Review section below.

According to the files provided by the Fire Department, two permits dated May 11, 1993 indicate that two (2) 1,000-gallon No. 2 fuel oil USTs were planned to be removed from 21 Newton Street (the subject site) in May 1993. The permits indicate the disposal facility as James G. Grant Co., Inc. Two (2) separate tank disposal cards dated May 12, 1993 indicate that two (2) USTs were received at James G. Grant Co., Inc. in Readville, Massachusetts on May 12, 1993. No indications as to the condition of these tanks were noted on the documents. McPhail followed up with Ms. Keane of Leland Home, who was also unable to find additional information regarding these USTs.



Given the lack of documentation regarding the removal of these two (2) 1,000-gallon fuel oil USTs, their former presence is considered to be an REC with respect to the subject site.

Two (2) additional records were identified which indicate that two (2) 330-gallon ASTs were removed and replaced due to age in October 2017. The records indicate that the two ASTs being replaced would be transported to J.P. Carroll in Lexington, Massachusetts; however, no receipt of this disposal was provided in the Fire Department records. The records indicate that two new 330-gallon ASTs and new oil lines encased in plastic sleeves with firomatic valves at the tanks and oil burners were installed "inside [the] basement" of the site building. These tanks appear to match the description of the AST identified in the below grade space of the 1954 Addition, based on the indicated manufacturing date observed on the side of the tanks. No additional records were provided related to the 21 Newton Street property.

Additionally, records provided by the Fire Department indicate that several tanks were previously removed from the nearby 476-478 Main Street property. The property was formerly utilized as a gasoline filling station and is associated with RTNs 3-30866 and 3-34649, which are summarized in the Massachusetts DEP Records Review section below. The records indicate that two (2) 275-gallon waste oil USTs were removed from the subject site and transported to Allied Recycling Center in Walpole, Massachusetts on February 28, 2017. Further, records indicate that a 1,000-gallon fuel oil USTs was removed from the 476-478 Main Street property on June 4, 2012. As noted in the Massachusetts DEP Records Review section below, RTNs 3-30866 and 3-34649 which are associated with the decommissioning of the former gasoline filling station at the 476-478 Main Street property, have achieved a Permanent Solution and Conditions of No Significant Risk exist at the site with respect to these releases. Therefore, the historical presence of these USTs at the 476-478 Main Street property are not considered to be an REC with respect to the subject site.

The Fire Department also provided records related to the historical storage of petroleum at the northern-adjacent 488 Main Street property. The records indicate that a 3,000-gallon fuel oil UST was removed from the 488 Main Street site and disposed of at James G. Grant Co., Inc. on August, 30, 1999. Assessment associated with this UST is described under RTN 3-19152 in the Massachusetts DEP Records Review section below





and is not considered to be an REC with respect to the subject site. The provided Fire Department records also indicate that a 500-gallon fuel oil tank was removed from the 488 Main Street site in December 2017. The Application and Permit for removal of the UST state that the tank appeared to "have no holes, cracks, or leaks" and that an LSP was on-site during the removal with a photoionization detector (PID). Lastly, the Fire Department records indicate that three (3) 330-gallon heating oil tanks were removed from the 488 Main Street site on August 13, 2002 and new tanks were installed in their place for "codes upgrades". The three (3) 330-gallon tanks were indicated to be disposed of at James G. Grant Co., Inc. and were not specified to be above or below ground. Given the indicated former presence of a 500-gallon fuel oil UST and three (3) 330-gallon heating oil tanks at the 488 Main Street site without records detailing assessment for possible contamination, these tanks are considered to be an REC with respect to the subject site.

The records provided By the Waltham Fire Department are provided in Appendix D.

#### 5. Massachusetts DEP On-Line Database of Underground Storage Tanks (USTs)

Our review of the MassDEP Underground Storage Tank (UST) Registry Online Database on September 9, 2021 did not have a listing for the subject site. The closest listed site to the subject site is New World Gas at 487 Main Street, which is located approximately 250 feet to the north of the subject site. The database indicated that the site previously had a 550-gallon waste oil tank installed on July 6, 1984 and subsequently removed on January 30, 1987. In addition, one (1) 4,000-gallon gasoline UST and two (2) 6,000-gallon USTs were indicated to have been installed at the 487 Main Street site on May 5, 1988 and are still in use. The database indicated that these gasoline USTs are non-corrodible, composite tanks with continuous in-tank monitoring systems. Given the indicated historical use of petroleum at the 487 Main Street site and the location of this site in an estimated upgradient direction from the subject site, the history of the 487 Main Street site as a gasoline filling station is considered to be an REC with respect to the subject site.

ENVIRONMENTAL  
DATABASE REPORT

Research of Federal and State records was conducted by EDR, Inc. of Connecticut, and is summarized in a database report dated August 25, 2021. The report includes a records search of



federal and state database information identifying potential environmental matters within ASTM-established minimum search distances, which were used by EDR. A copy of the EDR database report is included in Appendix E.

The information provided by EDR indicates that the subject site with the listed address of 21 Newton Street is listed in the Massachusetts Asbestos database, which is associated with the removal of 30 square feet and 90 linear feet of boiler pipe insulation in June and July 2017, as well as an additional 192 square feet of unspecified asbestos-containing material in March 2013. As noted in the Site Reconnaissance section of this report, suspected ACM was observed in the basement of the subject site during McPhail's visual site reconnaissance on September 8, 2021. It is recommended that should this material be tested for ACM and removed in accordance with applicable local, state, and federal regulations.

Various nearby properties were also identified in the databases searched by EDR. Refer to the below table for the number of sites identified (if any) within the specific search radii for each EDR Database source. Refer to Appendix E for a full list and radii searched for all EDR databases.

EDR Database	Description	Required Search Radius (miles)	No. of Sites Identified
SEMS-ARCHIVE	<i>SEMS – No further remedial action planned</i>	0.5	0
RCRA-VSQG	<i>RCRA Very Small Quantity Generator</i>	0.25	0
MA LUST	<i>Leaking Underground Storage Tank</i>	0.5	11
MA LAST	<i>Leaking Aboveground Storage Tank</i>	0.5	2
MA UST	<i>Underground Storage Tanks registered with the MassDEP</i>	0.25	2
MA AST	<i>Aboveground Storage Tanks registered with the MassDEP</i>	0.25	2
MA INST CONTROL	<i>Properties with Institutional Controls (i.e. AUL)</i>	0.5	7
MA BROWNFIELDS	<i>Completed Brownfields Sites</i>	0.5	7



RCRA NonGen	<i>No Longer Regulated</i>	0.25	2
FUDS	<i>Formerly Used Defense Sites</i>	1	2
MA DRYCLEANERS	<i>Unexploded Munitions and Ordnance Area</i>	1	2
MA HW Gen	<i>Massachusetts Hazardous Waste Generator</i>	0.25	5
EDR Hist Auto	<i>Historical Auto Repair Site</i>	0.125	4
EDR Hist Cleaner	<i>Historical Dry Cleaners</i>	0.125	1
MA SHWS	<i>Massachusetts State Hazardous Waste Site. Sites reported to MassDEP</i>	1	142

EDR reported 142 State Hazardous Waste Sites (SHWS) within approximately 1 mile of the subject site according to the database updated June 24, 2020. This number of sites is not unusual for a dense urban location such as the subject site. In general, based upon groundwater flow direction inferred by topographic data and the nearby location of the Charles River to the south, the nature and extent of contamination at these sites, remedial activities that have been completed, and regulatory status according to EDR, the majority of these SHWS are not considered likely to pose a threat of impact to the subject site. However, several nearby sites included in the EDR report are considered to be RECs with respect to the subject site.

One listing in the EDR Hist Cleaners database, which is identified as Meadow Cleaners with an address of 468 Main Street, is located approximately 175 feet to the northeast of the subject site and is indicated to have operated as a drycleaner between 1976 and 2006. Given the historic use of dry-cleaning fluids the 468 Main Street site, this EDR Hist Cleaner is considered to be an REC with respect to the subject site. Further, the 487 Main Street site, which is occupied by a gasoline filling station and is included in the EDR Hist Auto, MA AST, MA UST, RCRA Non-Gen, FINDS, and ECHO databases, is considered to be an REC with respect to the subject site.

In addition, due to their distance from the subject site and/or current DEP regulatory status, several of these reviewed sites with associated DEP Release Tracking Numbers are discussed in further detail in the Massachusetts DEP Records Review section of this report.



SITE STATE  
REGULATORY STATUS

The current Massachusetts DEP database does not document that the subject site is a DEP listed disposal site.

MASSACHUSETTS DEP  
RECORDS REVIEW

As noted above, according to EDR's review of state and Federal databases updated through March 18, 2021 a total of 142 DEP-listed release sites are located within the ASTM search radius of one-mile from the subject site. This number of sites is not unusual for an urban location such as the subject site.

Most of the DEP-listed sites are located at distances greater than 0.125-miles from the subject site, are located downgradient topographically from the subject site, and/or have achieved a Permanent Solution in accordance with the Massachusetts Contingency Plan (MCP), which indicates that a condition of No Significant Risk exists. Therefore, these sites are not likely to pose a threat to the subject site. The following release sites were further evaluated for the potential to affect the subject site.

1. 476 Main Street – RTNs 3-30866 and 3-34649

This release site is located approximately 75 feet to the north of the subject site in a presumed hydrologically upgradient direction based on the location of the nearby Charles River to the south. The environmental reports prepared for the site did not document a groundwater flow direction at the property. The release site is managed under RTNs 3-30866 and 3-34649.

*RTN 3-30866*

According to a report entitled "Class A-2 Response Action Outcome (RAO), 476 Main Street, Waltham, MA" dated August 2012 and prepared by Cooperstown Environmental LLC (Cooperstown), the 476 Main Street site was historically occupied by a gasoline filling station and automotive repair facility. During a due diligence investigation associated with the potential sale of the property, a 1,000-gallon fuel oil UST was reportedly identified and removed in June 2012. Given that soil headspace readings above 100 parts per million (ppm) were identified in soil removed from the excavation during the UST removal, a 72-hour release condition was reported to the DEP by Cooperstown on behalf of the property owner. RTN 3-30866 was subsequently assigned to the release. The report indicated that the stockpiled soil was returned to the excavation following sampling.



According to the Cooperstown report, additional USTs had previously been present at the 476 Main Street property, but were reportedly removed from the property when the property was sold by Texaco in the 1970s. These USTs reportedly included three (3) gasoline tanks and a waste oil tank. Cooperstown's investigation included test pits at the locations of these former USTs, and no tanks were reportedly found at these locations. A subsurface assessment, which included soil and groundwater sample analysis, reportedly identified concentrations of several metals and petroleum-related constituents in localized areas above applicable RCS-1 standards, which were reported to the DEP on June 27, 2012 under RTN 3-30866. The subsurface assessment did not identify the presence of contaminants in groundwater above applicable Method 1 GW-3 standards or GW-2 standards; however, given the depth of groundwater at the site (between 25 and 27 feet below grade), GW-2 standards were not applicable.

Based on the results of their subsurface assessment activities, Cooperstown concluded that residual soil contamination was present in isolated areas of the subject site at depth of up to 12 feet below ground surface. No soil impacts were reportedly identified below this depth or near the vadose zone down to the groundwater table at approximately 25 to 27 feet below grade. Cooperstown indicated that known sources of possible contamination had been removed from the site. The results of a Method 2 Risk Characterization, which was conducted instead of a Method 1 because Cooperstown developed two groundwater standards for compounds which did not have a Method 1 standard, indicated that a Condition of No Significant Risk exists at the RTN 3-30866 site. Accordingly, Cooperstown submitted a Class A-2 RAO, documenting that a Permanent Solution was achieved.

*RTN 3-34659*

According to a report entitled "Permanent Solution with No Conditions and Immediate Response Action Completion Report, Former Gas Station, 476-478 Main Street, Waltham, MA 02452, Release Tracking Number: 3-34659" dated March 23, 2018 and prepared by Action Environmental Boston, RTN 3-34659 pertains to the release of "less than one gallon of waste oil" at the time of the identification of a former 500-gallon waste oil UST. The UST was reportedly about "one-third-full" and "slightly damaged" when it was struck by an excavator during grading of the



property in December 2017. The release was reported to the DEP by the Waltham Fire Department and RTN 3-34649 was subsequently assigned.

The report indicates that the DEP authorized removal of the UST and the removal of 10 cubic yards of waste oil-impacted soil. On December 15, 2017, approximately 150 gallons of liquids were reportedly pumped from the tank as part of Immediate Response Action (IRA) activities. The UST was reportedly removed and transported to Allied Recycling Center, Inc. in Walpole, Massachusetts for disposal.

The tank was reportedly observed to show no indication of significant corrosion, holes, or leaking. The report indicates that, based on the results of headspace screening, a discrete soil sample was collected from the eastern sidewall of the tank grave and submitted for laboratory analysis. The tank grave was then reportedly backfilled for "public safety". Based on the results of laboratory analysis, which reportedly indicated elevated concentrations of EPH constituents in the soil collected from the eastern sidewall of the tank grave, two (2) cubic yards of soil was removed and segregated during re-excavation of the tank grave. Additional headspace screening and laboratory analysis of soil indicated that the petroleum release was limited to a small area at the original eastern sidewall of the tank grave. Groundwater was reportedly not encountered in the tank grave.

The report indicated that, based on the results of Method 1 Risk Characterization, a Condition of No Significant Risk exists at the RTN 3-34659 site. Accordingly, a Permanent Solution with No Conditions was filed with the DEP.

Based on the information provided above, including assessments conducted, remediation performed, and regulatory status, the releases associated with RTNs 3-30866 and 3-34649 are not considered to be RECs.

## 2. 9 Newton Street – RTN 3-31421

This release site is located adjacent to the subject site to the north in a presumed upgradient direction (based on the location of the Charles River to the south) and pertains to the release of the chlorinated volatile organic compound (CVOC) tetrachloroethylene (PCE) in soil. According to a report entitled "Class B-1 Response Action Outcome, 9 Newton Street, Waltham, Massachusetts, RTN 3-31421" dated March 14, 2013



and prepared by Cooperstown, PCE was identified in one soil sample collected from a depth of 10 to 12 feet below grade during a due diligence assessment conducted at the property. As part of the assessment, several soil borings, which included the installation of three (3) groundwater monitoring wells, were reportedly installed at the property. Groundwater was reportedly observed in monitoring wells at the property between 26 and 29 feet below grade and the groundwater flow direction was not documented.

Based on the results of laboratory analysis, no EPH constituents, metals, or additional VOCs were identified above applicable RCS-1 Reportable Concentrations. Further, no EPH constituents, metals, or VOCs were reportedly identified above RCGW-2 Reportable Concentrations in groundwater samples collected at the property. Low levels of the CVOCs PCE and its breakdown products trichloroethylene, and 1,1-dichloroethylene were detected in groundwater, although at levels below RCGW-2 (and well below Method 1 GW-3 cleanup standards, which are applicable to releases to groundwater where the average depth of groundwater is greater than 15 feet below grade). These compounds were generally identified at concentrations ranging from trace amounts up to approximately 30% of the applicable GW-2 standards. The RAO report indicated that source of the PCE release associated with RTN 3-31421 was unknown.

The results of a Method 2 Risk Characterization conducted by Cooperstown indicated that a Condition of No Significant Risk exists at the RTN 3-31421 site. Accordingly, Cooperstown submitted a Class B-1 RAO, documenting that a Permanent Solution was achieved.

Given that a Permanent Solution has been achieved for RTN 3-31421 and that a Condition of No Significant Risk exists at the site, this release is not considered to be an REC.

### 3. 488 Main Street – RTN 3-19152

This release site is located adjacent to the north of the subject site (and to the west of the 9 Newton Street site described above) and pertains to petroleum contaminated soil identified during the removal of a 3,000-gallon fuel oil UST. According to a report entitled "Response Action Outcome Statement, Government Building UST #4, Site at 488 Main Street, Waltham, Massachusetts, RTN: 3-19152" dated January 2001 and prepared by Camp Dresser & McKee Inc. (CDM), the UST was removed



from the 488 Main Street site as part of a city-wide tank removal program (the 488 Main Street UST was designated as UST#4 in this program).

According to the CDM report, the 3,000-gallon UST formerly supplied No. 2 fuel oil to the site building and contained approximately 100 gallons of oily sludge at the time of its removal. The tank was reportedly cleaned and removed in August 1999 and transported to the Olson's Greenhouse disposal facility in Raynham, Massachusetts. According to the CDM report, a Lieutenant of the Waltham Fire Department was on-site during the removal and that the tank was determined to be in "good shape with no apparent holes or cracks." Subsequent headspace screening of soil samples collected from the sidewalls of the excavation identified headspace readings above background in the north sidewall sample and the bottom sample. The report indicated that soil samples from these two locations were submitted for laboratory analysis for the presence of EPH and VPH. Based on the results of laboratory analysis, which identified the presence of several EPH constituents above applicable reporting thresholds in the sample collected from the base of the UST excavation, the DEP was notified of a 120-day reporting condition, to which RTN 3-19152 was subsequently assigned. No petroleum impacted soil was indicated in the CDM report to have been removed from the excavation and transported off-site for disposal. Further, groundwater was reportedly not encountered during the UST excavation activities

The CDM report indicates that, based on the results of a Method 1 Risk Characterization, a Condition of No Significant Risk was achieved with respect to RTN 3-19152. Accordingly, a Class A-2 RAO filed with the DEP in January 2001, indicating that a Permanent Solution was achieved.

Based on the work conducted and given that a Condition of No Significant Risk exists with respect to the RTN 3-19152 site, this release is not considered to be an REC.

#### DATA GAPS

In accordance with ASTM E 1527-13, the Phase I report shall identify and comment on any significant data gaps that affect the ability of the environmental professional to identify RECs. No significant data gaps were identified during the performance of the Phase I.





## SUMMARY AND CONCLUSIONS

A Phase I Environmental Site Assessment has been performed in conformance with the scope and limitations of ASTM Practice E 1527-13 for the property with the listed address of 21 Newton Street in Waltham, Massachusetts. Any exceptions to, or deletions from, this practice are described in the Data Gaps section of this report.

Fronting onto Newton Street to the east, the subject site consists of a 65,702 square-foot irregularly shaped parcel, which is bounded by a senior center and associated parking lot to the north, Heard Street to the west, and residential properties to the south. The subject site is currently occupied by Leland Home, a 1- to 3-story structure utilized as a senior care facility. The remainder of the subject site consists of an asphalt-paved parking lot and landscaped areas.

Historical records reviewed indicate that the subject site was developed in the mid to late-1800s with the construction of a 2-story dwelling on the western portion of the subject site, two 2-story dwellings on the southeastern portion, and, in 1891, the original Leland Home structure, which was then known as Leland Home for Aged Women. Additions were added to the subject site building in 1938, 1952, 1953, and 1954. The former residential dwellings at the subject site were demolished throughout the 1900s as the Leland Home property expanded. A shed was reportedly constructed on the western-central portion of the subject site in approximately 1991. The subject site building was indicated to be utilized as a rest home until 2020.

Based on a review of historical records, a filling station is shown on Sanborn Maps to have been located at the 476 Main Street property, approximately 100 feet to the north of the subject site. A second filling station is shown to have been located at the 487 Main Street property approximately 250 feet to the north-northwest of the subject site. Further, the 1950 Sanborn Map also shows that the 19 Heard Street property, which is located on the opposite side of Heard Street from the subject site, was occupied by an automotive repair facility. Currently, the 19 Heard Street property and the 487 Main Street property are still occupied by an automotive repair facility and a gasoline filling station, respectively. The filling station located at 476 Main Street was decommissioned in the early 2010s and is associated with RTNs 3-30866 and 3-34649. Details regarding these releases are described in the Massachusetts DEP Records Review section below and are not considered to be RECs with respect to the subject site. However, the presence of a gasoline filling



station at 487 Main Street and an automotive repair facility at 19 Heard Street are considered to be RECs with respect to the subject site, respectively.

McPhail conducted a visual site reconnaissance on September 8, 2021. During the site reconnaissance, McPhail noted the presence of two pairs of approximately 330-gallon fuel oil ASTs (4 total tanks) located in the below grade space at the subject site. De minimis staining was noted beneath one pair of these ASTs. De minimis staining was also noted on the concrete slab at the base of a shallow pit in the 1891 House boiler. The pit is the location of an existing gas-fire boiler. Ms. Keane of Leland Home indicated that a tank was previously located in the pit, but had no additional information. No visual surficial evidence of RECs were identified during our visual site reconnaissance. Possible asbestos-containing material was observed in several areas of the basement of the subject site building, which, if confirmed to be asbestos-containing, should be removed in accordance with applicable local, state, and federal regulations.

According to files provided by the Waltham Fire Department, two (2) 1,000-gallon No. 2 fuel oil USTs were removed from the subject site in May 1993. No indications as to the location or condition of these tanks were noted on the documents. McPhail followed up with Ms. Keane of Leland Home, who was also unable to find additional information regarding these USTs. Given the lack of documentation concerning the removal of these two (2) 1,000-gallon fuel oil USTs, their former presence is considered to be an REC with respect to the subject site.

The provided Fire Department records also indicate that a 500-gallon fuel oil tank was removed from the 488 Main Street site in December 2017 and that three (3) 330-gallon heating oil tanks were removed from the 488 Main Street site on August 13, 2002. The three (3) 330-gallon tanks were not specified to be above or below ground. Given the indicated former presence of a 500-gallon fuel oil UST and three (3) 330-gallon heating oil tanks at the 488 Main Street site without records detailing assessment for possible contamination, these USTs are considered to be an REC with respect to the subject site.

A review of an environmental database search prepared by EDR, Inc. of Shelton, Connecticut indicates that one nearby site is listed in the Hist Cleaners database. The listing is identified as Meadow Cleaners with an address of 468 Main Street. This site is located approximately 175 feet to the northeast of the subject



site and is indicated to have operated as a drycleaner between 1976 and 2006. Given the historical usage of dry-cleaning fluids at the 468 Main Street site, this former drycleaner is considered to be an REC with respect to the subject site.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527-13 for the property with the listed address of 21 Newton Street in Waltham, Massachusetts. Any exceptions to, or deletions from, this practice are described in the Purpose and Scope section of this report. This assessment has identified the following five (5) Recognized Environmental Conditions in connection with the subject site:

- 1.) The former presence of two (2) 1,000-gallon USTs at the subject site which were indicated to have been removed in May 1993. No further information regarding the USTs, their location or condition upon removal, or the possible presence of associated contamination was identified.
- 2.) The use of the 19 Heard Street property, which is located on the opposite side of Heard Street to the west of subject site, as an automotive repair facility since at least 1950.
- 3.) The historical presence of a drycleaning facility at the 468 Main Street property, which was located approximately 175 to the northeast of the subject site, between 1976 and 2006.
- 4.) The historical presence of one (1) 500-gallon UST and three (3) 330-gallon tanks which were indicated to have been previously removed from the northern-adjacent 488 Main Street property. No further information regarding the tanks, their condition upon removal, or the possible presence of associated contamination was identified.
- 5.) The presence of a gasoline filling station at the 487 Main Street property, which is located approximately 250 feet to the north of the subject site.

It is recommended that a Phase II Site Assessment, consisting of a ground penetrating radar (GPR) survey and sampling and testing of soil and groundwater samples, be conducted at the subject site to assess the RECs described herein.



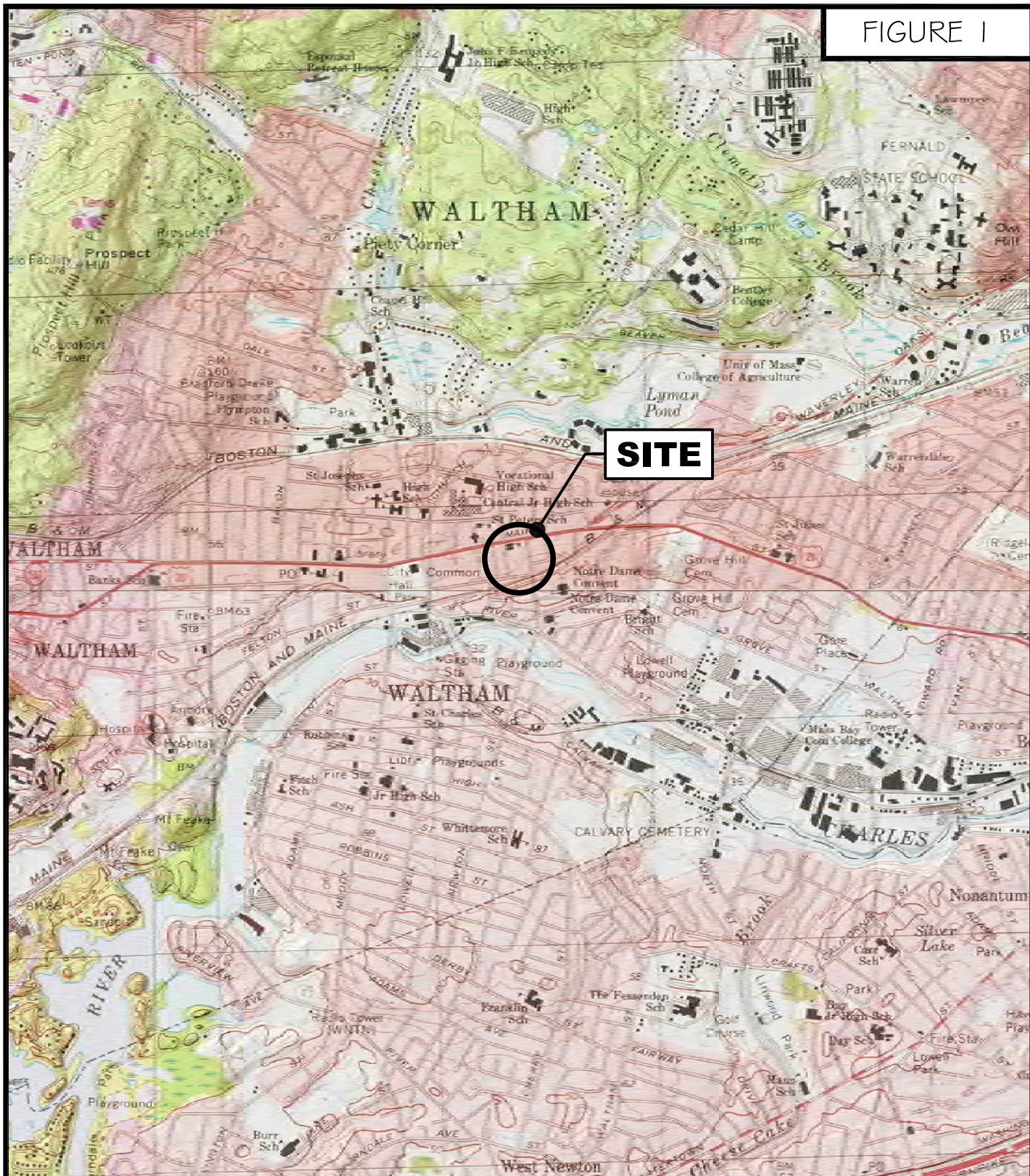
ENVIRONMENTAL  
PROFESSIONAL  
STATEMENT

I declare that, to the best of my knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312. Further, I have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the subject site. I have developed and performed all the all appropriate inquires in conformance with the standards and practices set force in CFR Part 312.

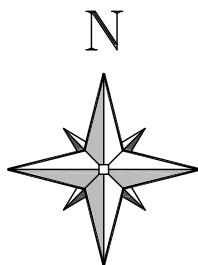
A handwritten signature in blue ink, appearing to read "Ambrose J. Donovan", written over a horizontal line.

Ambrose J. Donovan, P.E., L.S.P.  
Environmental Professional

FIGURE I



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 www.mcphailgeo.com



SCALE 1:25,000

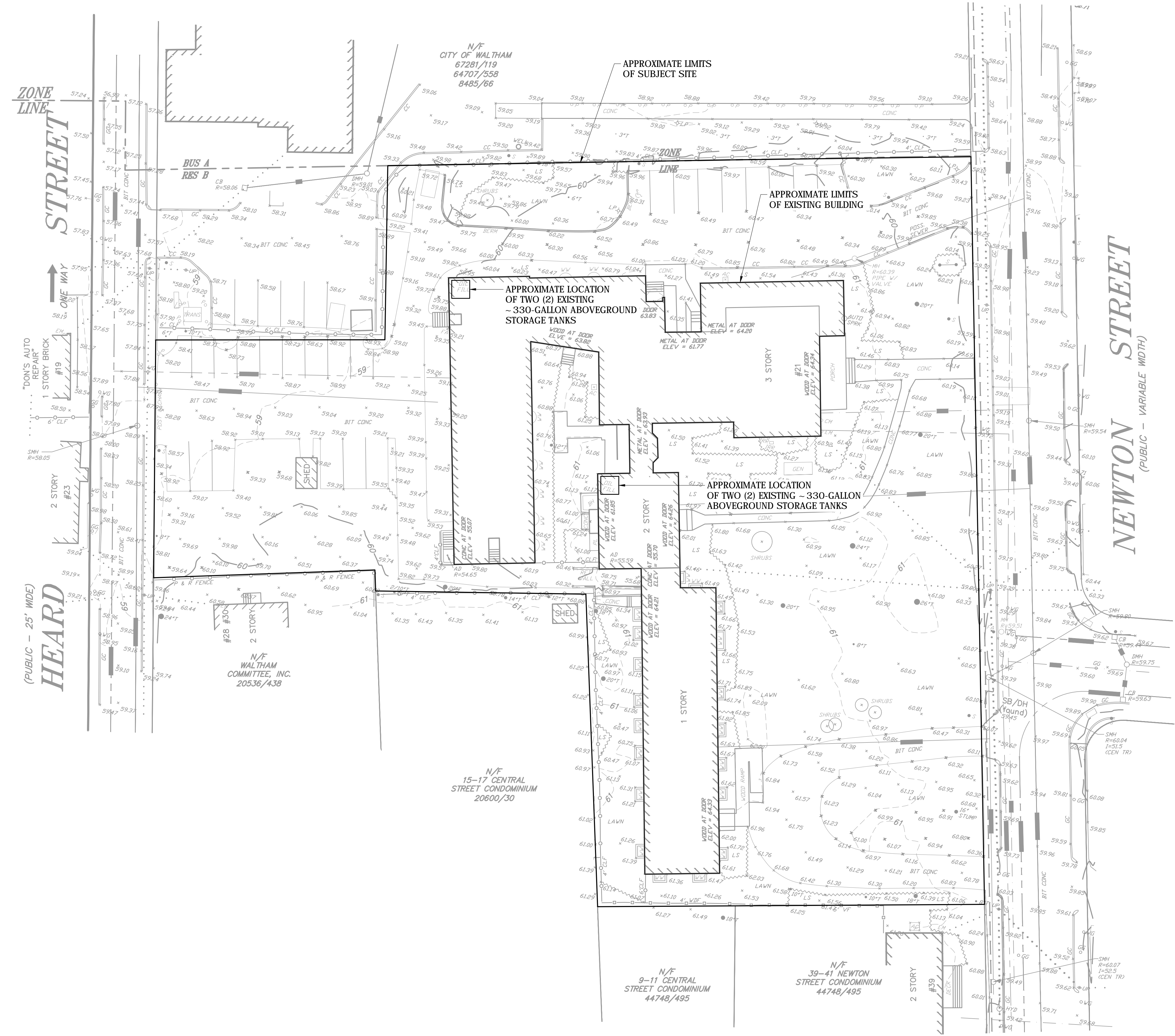
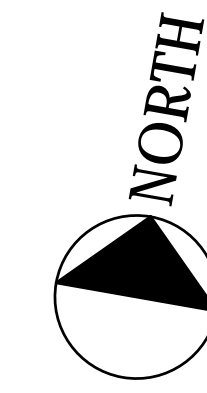
# PROJECT LOCATION PLAN

21 NEWTON STREET

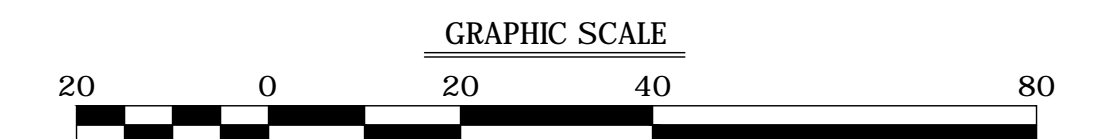
WALTHAM

MASSACHUSETTS

FILE NAME: N:\mcp\JOBS\7274\7274-FD2.dwg



REFERENCE: THIS PLAN WAS PREPARED FROM A 20-SCALE DRAWING ENTITLED 'EXISTING CONDITIONS PLAN' DATED JULY 29, 2021 BY PRECISION LAND SURVEYING, INC.




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21 NEWTON STREET			
WALTHAM		MASSACHUSETTS	
SITE PLAN			
FOR			
2LIFE COMMUNITIES			
BY			
McPHAIL ASSOCIATES, LLC			
Date: SEPTEMBER 2021	Dwn: F.G.P.	Chkd: K.D.J.	Scale: 1" = 20'
Project No:	7274	FIGURE 2	

## **SECTION 15**

OWNER'S DEEDS OF RECORD AND  
CITY TREASURER RECORDS





forever. But this release shall not in any way affect or impair my right to hold under the said mortgage and as security for the sum remaining due thereon, or to sell under the power of sale in said mortgage contained, all the remainder of the premises therein conveyed and not hereby released. In Witness Whereof I hereunto set my hand and seal this fifteenth day of April A.D. 1907. Augusta M. Buttrick Real signed and sealed in presence of Geo. R. Beal Commonwealth of Massachusetts. Middlesex ss. April 16. 1907. Then personally appeared the above named Augusta M. Buttrick and acknowledged the foregoing instrument to be her free act and deed before me George R. Beal Justice of the Peace Middlesex ss. Apr. 23. 1907. 2 h. 35 mi. P.M. Recd. & Recorded.

Know All Men by these Presents that I, Mary O. Riley of Waltham in the County of Middlesex and Commonwealth of Massachusetts wife of William O. Riley in consideration of one dollar and other valuable considerations paid by Noah Tebbetts of Brooklyn in the County of Kings and State of New York, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Noah Tebbetts, his heirs and assigns forever, a certain parcel of land situated in said Waltham and bounded and described as follows, to wit: beginning at the southeasterly corner of the granted premises at a point in the westerly line of Newton Street distant one hundred and forty two and  $\frac{39}{100}$  (142.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street, thence running south  $79^{\circ}46'20''$  west seventy five and  $\frac{3}{100}$  (75.03) feet, thence north  $55^{\circ}13'40''$  west seven and  $\frac{7}{100}$  (7.07) feet, thence south  $79^{\circ}46'20''$  west sixty nine and  $\frac{91}{100}$  (69.91) feet to land of the Roman Catholic Archbishop of Boston, thence north  $10^{\circ}57'30''$  west bounding westerly on said land of the Roman Catholic Archbishop of Boston forty five (45) feet to land of the Ireland Home for Aged Women, thence north  $79^{\circ}46'20''$  east, bounded northerly by said land of the Ireland Home one hundred and forty nine and  $\frac{90}{100}$  (149.90) feet to said westerly line of Newton Street, thence south  $10^{\circ}55'40''$  east along said westerly line of Newton Street fifty (50) feet to the point of beginning. Containing 7131.8 square feet and being a part of the premises conveyed to me by deed of Augusta M. Buttrick dated May 2. 1904 and recorded with Middle-

O. Riley, sal  
to  
Tebbetts

See Book of Plans No. 166 Plan 3

sex So. Dist. Deeds libro 3097 folio 528. Together with a right of way over a strip of land adjoining the above described parcel on a part of its southerly boundary to be forever kept open for the use in common of the grantor and grantee and their heirs and assigns. bounded and described as follows, to wit: Beginning at a point in said westerly line of Newton Street distant one hundred and thirty and  $\frac{39}{100}$  (130.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street thence running southerly  $79^{\circ} 46' 20''$  west eighty and  $\frac{15}{100}$  (80.15) feet, thence north  $55^{\circ} 13' 40''$  west twenty four and  $\frac{4}{100}$  (24.04) feet to a point of intersection with the southerly boundary of the first described parcel; thence easterly along said southerly boundary to Newton Street, thence southerly along the westerly line of Newton Street twelve (12) feet to the point of beginning. The granted premises are shown on a Plan of land in Waltham, Mass. owned by Noah Tebbets of Brooklyn, New York. Beal & French, Surveyors, dated April 1907 to be recorded herewith. To Have and To Hold the granted premises with all the privileges and appurtenances thereto belonging to the said Noah Tebbets and his heirs and assigns to their own use and behoof forever. And I hereby for myself and my heirs, executors and administrators covenant with the grantee and his heirs and assigns that I am lawfully seized in fee simple of the granted premises, that they are free from all incumbrances that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors and administrators shall warrant and defend the same to the grantee and his heirs and assigns forever against the lawful claims and demands of all persons claiming by, through or under me but against none other. And for the consideration aforesaid I, William O. Riley husband of the said Mary O. Riley hereby release unto the grantee and his heirs and assigns all right of tenancy by curtesy in the granted premises and all other rights and interests therein whether by statute or otherwise. In Witness Whereof the said Mary O. Riley and William O. Riley hereunto set their hands and seals this fifteenth day of April in the year one thousand nine hundred and seven. Mary O. Riley (seal) William O. Riley (seal) Signed and sealed in presence of Geo. R. Beal (to both) bonum onweatth

of Massachusetts. Middlesex ss. April 15. 1907. Then personally appeared the above named Mary O. Riley and acknowledged the foregoing instrument to be her free act and deed before me George R. Beal Justice of the Peace.

Middlesex ss. Apr. 23. 1907. 2 h. 35 m. P. M. Recd. & Recorded

Know All Men by these Presents that we, William H. Pickering of Everett in the County of Middlesex and Commonwealth of Massachusetts and Mertie B. Pickering his wife in her right, in consideration of three thousand dollars to us paid by the Everett Savings Bank, a corporation duly established by law at Everett in the County of Middlesex and Commonwealth of Massachusetts, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said Everett Savings Bank a certain parcel of land with the buildings thereon situated in said Everett bounded and described as follows, namely: beginning on Norwood formerly Chelsea Street at land formerly of Kingman now of Everett, thence running northwesterly on Norwood Street by a curved line one hundred and forty five feet more or less to land formerly of Harriet B. Elliott; thence southerly as the fence stands through the centre of the double house, one hundred fifteen and 1/2 feet more or less to land formerly of B. F. Badger; thence easterly by said land formerly of B. F. Badger and land of Everett ninety three feet more or less to the point of beginning, containing about five thousand (5000) square feet, being the premises conveyed to said Mertie B. Pickering by Joseph H. Sandford Jr. et ux by deed dated February 28. 1907 recorded at Middlesex South District Registry of Deeds, book 3289 page 190. To Have and To Hold the above granted premises with all the rights, easements, privileges and appurtenances to the same belonging to the Everett Savings Bank aforesaid and its successors and assigns to its and their use and behoof forever. And the said grantors for themselves and their heirs, executors and administrators do covenant with the said grantee and its successors and assigns that they are lawfully seized in fee simple of the above granted premises; that they are free from all incumbrances that they have good right to sell and convey the same to the said grantee and its successors and assigns forever as aforesaid

Pickering Val  
to  
Everett Sav. Bk.

Bee Discharge, B. L. 291 P. 133.

346

FROST  
DISC. MORT.

I, Harriet A. Frost holder of a mortgage from Frances W. French  
to Waltham Trust Company dated February 14, 1922 recorded with Middlesex  
South District County Registry of Deeds Book 4493, Page 418, acknowledge  
satisfaction of the same WITNESS my hand and seal this first day of  
March 1938. Harriet A. Frost (seal) THE COMMONWEALTH OF MASSACHUSETTS  
Middlesex ss. March 1, 1938. Then personally appeared the above named  
Harriet A. Frost and acknowledged the foregoing instrument to be her  
free act and deed before me Wm. J. Bannan Notary Public - - - - -  
Middlesex ss. March 3, 1938. 1h. Om. P.M. Rec'd & Recorded.

3/9

PETERS  
to  
WALTHAM  
SAVS. BK.

* * * * *  
* U.S. *  
* Rev. *  
* Stamp *  
* \$ 30 *  
* 3/3/38 *  
* E.P. *  
* * * * *

I, Robert F. Peters of Massachusetts, for consideration paid,  
grant to Waltham Savings Bank, a Massachusetts corporation located at  
Waltham, Middlesex County, Massachusetts with QUITCLAIM COVENANTS the  
land in the City of WALTHAM and the City of NEWTON and being part of  
lot 135 shown on a plan of "Land in Waltham and Newton, Mass." drawn  
by G. F. Moore, Surveyor, dated January 1896 and recorded with Middle-  
sex South District Deeds, Book 95, Page 40 being more particularly bound-  
ed and described as follows:- Southeasterly by Buttrick Street, 30 feet;  
Southwesterly by land formerly of said Peters, 108.41 feet; Northwest-  
erly by lot #137 as shown on said plan; and Northeasterly by the remain-  
ing part of lot #135 as shown on said plan. Said land is conveyed sub-  
ject to all taxes and assessments and subject to restrictions contained  
in a deed from Emily E. Gray to Velma Gray Gregory dated November 30,  
1923 and recorded with Middlesex South District Deeds November 30, 1923,  
Book 4684, Page 40. I, Rose Peters wife of said grantor, release to  
said grantee all rights of DOWER AND HOMESTEAD and other interests there-  
in. WITNESS our hands and seals this 28 day of Feb. 1938. Robert F.  
Peters (seal) Rose Peters (seal) THE STATE OF FLORIDA ss. Feb. 28,  
1938 Then personally appeared the above named Robert F. Peters and ac-  
knowledged the foregoing instrument to be his free act and deed, before  
me Agnes I. Eason reg. Notary Public (Notarial seal) My commission ex-  
pires Dec. 28, 1938 - - - - -  
Middlesex ss. March 3, 1938. 1h. Om. P.M. Rec'd & Recorded.  
Two words over erasure.

3/9

FRENCH  
to  
LELAND HOME  
FOR AGED WOMEN

I, Fanny Cushman French of Waltham Middlesex County, Massachu-  
setts, being unmarried, for consideration paid, grant to Leland Home for  
Aged Women, a Massachusetts corporation of Waltham with QUITCLAIM COVE-  
NANTS the land in WALTHAM with the buildings thereon bounded and describ-  
ed as follows: Beginning at the southeasterly corner of the granted

3/9

LOCUS  
W/ROW

premises at a point in the westerly line of Newton Street distant one hundred forty-two and 39/100 (142.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west seventy-five and 3/100 (75.03) feet; thence north 55° 13' 40" west seven and 7/100 (7.07) feet; thence south 79° 46' 20" west, sixty-nine and 91/100 (69.91) feet to land of the Roman Catholic Archbishop of Boston; thence north 10° 57' 30" west bounding westerly on said land of the Roman Catholic Archbishop of Boston forty-five (45) feet to land of the Leland Home for Aged Women; thence north 79° 46' 20" east, bounded northerly by said land of the Leland Home one hundred forty-nine and 90/100 (149.90) feet to said westerly line of Newton Street; thence south 10° 55' 40" east along said westerly line of Newton Street fifty (50) feet to the point of beginning. Containing 7131.8 square feet, being the premises conveyed to Noah Tebbets of the Borough of Brooklyn by Mary O'Riley by deed dated April 15, 1907 and recorded with Middlesex South District Deeds, Book 3295, Page 305 on April 23, 1907. Together with a Right of Way over a strip of land adjoining the above-described parcel on a part of the southerly boundary to be forever kept open for the use in Common of the parties described in the said deed of Mary O'Riley and described as follows to wit: Beginning at a point on said westerly line of Newton Street distant one hundred thirty and 39/100 (130.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west, eighty and 15/100 (80.15) feet; thence north 55° 13' 40" west twenty-four and 4/100 (24.04) feet to a point of intersection with the southerly boundary of the first described parcel; thence easterly along said southerly boundary to Newton Street; thence southerly along the westerly line of Newton Street twelve feet to the point of beginning. For title see also deeds to the grantor recorded with said Deeds Bk 3867 P. 285 and Bk 4534 P 336. WITNESS my hand and seal this 1st day of March 1938 Fanny Cushman French (seal) THE COMMONWEALTH OF MASSACHUSETTS Middlesex, ss. March 1st 1938 Then personally appeared the above named Fanny Cushman French and acknowledged the foregoing instrument to be her free act and deed, before me Wm. J. Bannan Notary Public My commission expires July 20 1939 - - - - - Middlesex ss. March 3, 1938. 1h. Om. P.M. Rec'd & Recorded.

***  
 U.S.  
 Rev.  
 Stamps  
 \$2.50  
 3/3/38  
 B.P.  
 ***

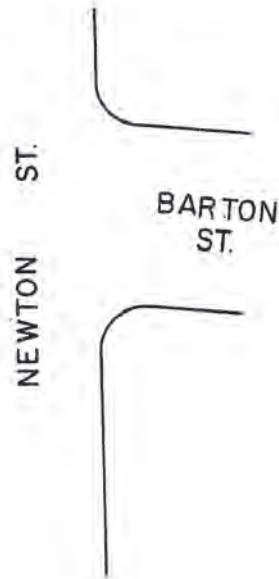
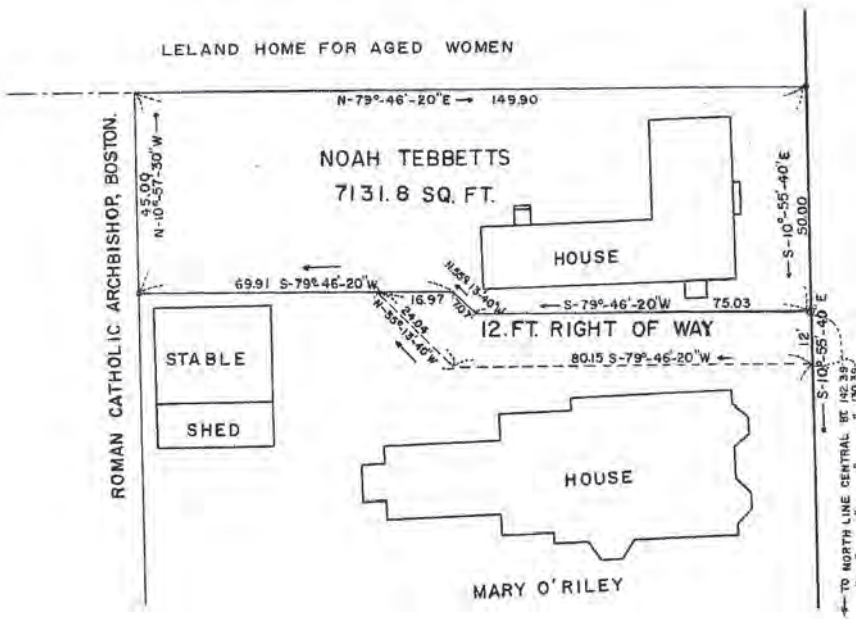
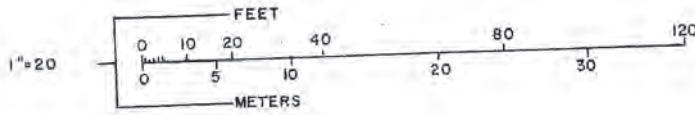
** PLAN BOOK 166 PLAN 3*

Mechanics Savings Bank, a banking corporation duly established by law and having its usual place of business in Reading, Middlesex County,

MECHANICS  
 SAVS. BK.  
 IN READING  
 to  
 O'DONNELL

PLAN OF LAND  
 IN  
**WALTHAM MASS**  
 OWNED BY  
**NOAH TEBBETTS**  
 OF  
 BROOKLYN, NEW YORK.  
 SCALE, ONE INCH = 20 FT. APRIL 1907  
 BEAL & FRENCH, SURVEYORS  
 WALTHAM MASS.

(ORIGINAL ON FILE)



PLANNED REGISTRY OF DEEDS, GO. U.S.I.  
 CAMBRIDGE, MASS.  
 COPY OF PLAN  
 Recorded APR. 23, 1907 at 2:35 P.M.  
 In Plan Book 166 Plan 3

John F. Fay  
 Register

5

arising from such sale the grantees or their representatives shall be entitled to retain all sums then secured by this deed, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them by reason of any default in the performance or observance of the said condition; rendering the surplus, if any, to me or my heirs or assigns; and I hereby, for myself and my heirs and assigns, covenant with the grantees and their heirs, executors, administrators, and assigns that, in case a sale shall be made under the foregoing power, I or they will upon request execute, acknowledge, and deliver to the purchaser or purchasers a deed or deeds of release confirming such sale. And it is agreed that the grantees, or their executors, administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that no other purchaser shall be answerable for the application of the purchase money; and that, until default in the performance or observance of the condition of this deed, I and my heirs and assigns may hold and enjoy the granted premises and receive the rents and profits thereof. And for the consideration aforesaid I Lavinie L. Lawrence wife of the said Benjamin B. Lawrence do hereby release unto the said grantees and their heirs and assigns all right of or to both Dower and Homestead in the granted premises. In Witness Whereof we the said Benjamin B. Lawrence and Lavinie L. Lawrence hereunto set our hands and seals this Nineteenth day of October in the year one thousand eight hundred and eighty nine Benjamin B. Lawrence (seal) Lavinie L. Lawrence (seal) signed and sealed in presence of S. D. Savin to B. B. L. Commonwealth of Massachusetts Suffolk ss. November 2^d 1889. Then personally appeared the above-named Benjamin B. Lawrence and acknowledged the foregoing instrument to be his free act and deed, before me, Samuel D. Savin Justice of the Peace Middlesex ss. Nov. 5, 1889. Read & Recorded.

Attest (to notary) P. J. P.

LOUIS

Know all Men by these Presents That I, Lucy L. Gate of Waltham in the Commonwealth of Massachusetts, wife of Horace Gate of said Waltham in consideration of Seventy five hundred dollars paid by The Home for Aged Women in Waltham, a corporation duly established by law and located in Waltham aforesaid the receipt whereof is hereby acknowl-

Gate to Home for Aged Women in Waltham to

edged, do hereby give, grant, bargain, sell, and convey unto the said Home for Aged Women in Waltham its successors and assigns a certain parcel of land situate in said Waltham and bounded and described as follows, to wit: Beginning at the northeasterly corner of the granted premises at a point in the westerly line of Newton street at land of H. Adelaide Hovey thence running southerly along the westerly line of Newton street one hundred and seventy and five tenths ( $170\frac{5}{10}$ ) feet to land formerly of Martha M. Walcott, thence turning and running westerly, bounding southerly on said land formerly of Martha M. Walcott and on land of Clara B. Hodgdon and land of Lawrence Ward two hundred and seventy three and sixty-nine one-hundredths ( $273\frac{69}{100}$ ) feet to Heard street formerly called Church Avenue, thence running northerly along the easterly line of said Heard street one hundred and one (101) feet to land of the City of Waltham used now for school purposes, thence turning and running easterly bounding northerly on said land of the City of Waltham eighty eight and thirty one-hundredths ( $88\frac{31}{100}$ ) feet to a corner, thence turning and running northerly and bounding westerly on said land of said City sixty four and seventy five one-hundredths ( $64\frac{75}{100}$ ) feet to a corner and land of Annie M. and Catherine Healey thence turning and running easterly bounding northerly by land of said Healey's land of George A. Stearns and land of H. Adelaide Hovey one hundred seventy nine and  $\frac{34}{100}$  ( $179\frac{34}{100}$ ) feet to the point of beginning be the said distances more or less, To Have and To Hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said Corporation The Home for Aged Women in Waltham and its successors and assigns, to their own use and behoof forever. And I hereby, for myself and my heirs, executors, and administrators, covenant with the grantee and its successors, heirs and assigns, that I am lawfully seized in fee-simple of the granted premises; that they are free from all incumbrances, excepting taxes for the current year which the grantee is to assume and pay, that I have good right to sell and convey the same as aforesaid, and that I will and my heirs, executors, and administrators shall Warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons. And for the consideration aforesaid I, Horace Kate the husband of the said Lucy B. Kate hereby release unto the



grantee and its successors, and assigns, all right to an estate by the Curtesy in the granted premises. In Witness Whereof we, the said Lucy L. Gate, and Horace Gate hereunto set our hands and seals this twenty first day of October in the year one thousand eight hundred and eighty nine. Lucy L. Gate (seal) Horace Gate (seal) Signed and sealed in presence of a Commonwealth of Massachusetts Middlesex ss. October 21st 1889. Then personally appeared the above named Lucy L. Gate and Horace Gate and acknowledged the foregoing instrument to be their free act and deed, before me, Charles F. Stone, Justice of the Peace

Middlesex ss. Nov. 5, 1889. Recd + Recorded

And Chas Stone, J. P.

~~Know all Men by these Presents~~  
 That we, Patrick Coy and Mary Coy his wife Both of Waltham in the County of Middlesex and Commonwealth of Massachusetts in consideration of Five Hundred dollars, paid by the Waltham Savings Bank, a corporation established under the laws of the Commonwealth of Massachusetts, and located at Waltham, in the County of Middlesex, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto said corporation a certain parcel of land situated in said Waltham and described as follows, viz: the same being lot numbered eleven (11) on a plan of House No. formerly owned by Rutter and Teale, drawn by Joseph H. Curtis, surveyor in June 1869 and recorded in Middlesex South District Registry of Deeds in Book of plans No. 16, said lot bounding on a proposed street and court known on said plan as Massasoit street and Massasoit Court and containing sixty nine hundred and eighty five (6985) square feet Being the same premises conveyed to us by Edward H. Crosby by deed dated March 21, A. D. 1887 and recorded with Middlesex So. Dist. Deeds, Book 1564 Page 332. To Have and To Hold the granted premises, with all the privileges, easements and appurtenances thereto belonging, to the said Waltham Savings Bank and its assigns, to its and their use and behoof forever And we do hereby, for ourselves and our heirs, executors and administrators, covenant with said Corporation and its assigns that we are lawfully seized in fee simple of the granted premises; that they are free from all incumbrances, that we have good right to sell and convey the same as aforesaid; and that we will

Coy + wif  
 to  
 Waltham  
 Sav's Bank

of Discharge, B. 2084 B. 17

I. FANNIE RILEY, sometimes known as Fannie O'Riley and as Frances M. Riley

of Waltham Middlesex County, Massachusetts, being unmarried, for consideration paid, grant to Leland Home for Aged Women, a Massachusetts corporation

with quitclaim covenants

the land in said Waltham with the buildings thereon bounded as follows:

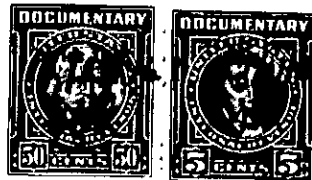
[Description and encumbrances, if any]

- EASTERLY by Newton Street, seventy-two and 6/10 (72.6) feet;
- NORTHERLY by land of the grantee, seventy-five and 3/100 (75.03) feet;
- NORTHEASTERLY by the same, seven and 7/100 (7.07) feet;
- NORTHERLY again by the same, sixty-nine and 91/100 (69.91) feet;
- WESTERLY by land now or formerly of the Roman Catholic Archbishop of Boston, seventy-six and 6/10 (76.6) feet, and
- SOUTHERLY by land now or late of Crosby and land of the grantee, one hundred forty-seven and 4/10 (147.4) feet.

Subject to a right of way twelve (12) feet wide along part of the Northerly boundary, described in a deed to Tebbets dated April 15, 1907, recorded with Middlesex South District Deeds, Book 3295, page 305.

Subject to two mortgages held by the grantee. No merger is hereby effected.

For title see probate of estate of Mary Riley No.175868 Middlesex Probate records.



husband ~~of said grantor~~  
wife

~~release to said grantee all rights of~~ ~~property by the county~~ ~~and other interests therein~~

Witness my hand and seal this 19th day of December 1946

Fannie Riley

The Commonwealth of Massachusetts

Middlesex ss. Dec. 19 1946

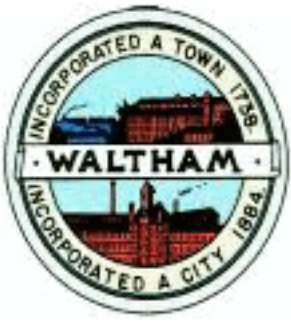
Then personally appeared the above named Fannie Riley

and acknowledged the foregoing instrument to be her free act and deed, before me

Geop Davis  
Notary Public - ~~Rockport, Mass~~

My Commission expires 19 -

Rec'd & entered for record Dec. 21, 1946. at 8h. 51m. A. M #14



# City of Waltham

## Online Tax Information

Page 1 of 1

[Back to Property Information](#)

### Property Information

Property Location

**21 NEWTON ST**

Parcel ID: **R061 013 0003**

Key Number: **00083741**

Class: **905 Charitable Organizations**

Owner

**LELAND HOME FOR WOMEN**

21 NEWTON ST.

WALTHAM MA 02453-6004

### Tax Information

#### CURRENT FISCAL YEAR 2022

Levy Description	Assessment	Exemption	Rate/\$1000	Annual Taxes
<b>Total Current Fiscal Year Taxes</b>				

#### PRIOR FISCAL YEAR 2021

Levy Description	Assessment	Exemption	Rate/\$1000	Annual Taxes
<b>Total Prior Fiscal Year Taxes</b>				

### Billing History

Installment	Description	Due Date	Billed Amount	Taxes Due
-------------	-------------	----------	---------------	-----------

### Total Taxes Due:

The balance shown represents current tax due. This amount does not include any fees, interest due, deferred taxes or tax title records. Please call the Treasurer's Office for complete balance details.

### Payment History

Entry Date	Receipt No.	Amount Paid
------------	-------------	-------------

[Back to Property Information](#)

Page 1 of 1

cr11v3.2.3

# LELAND HOUSE COMP. PERMIT (M.G.L.c. 40B)

DECEMBER 20, 2021

21 NEWTON STREET, WALTHAM, MA 02453



### SHEET LIST

- ALTA/NSPS LAND TITLE SURVEY
- PARCEL ABUTTERS MAP
- L-101 ZONING PLAN
- L-201 LAYOUT AND MATERIALS PLAN L-301
- GRADING PLAN
- C-401 UTILITIES PLAN
- L-501 PLANTING PLAN
- L-601 SITE DETAILS
- L-602 SITE DETAILS
- C-603 UTILITIES DETAILS
- C-604 UTILITIES DETAILS
- A1-01 AERIAL PHOTOS
- A1-10 GROUND & LEVEL 2 FLOOR PLANS
- A1-11 LEVEL 3 & ROOF FLOOR PLANS
- A2-10 BUILDING ELEVATIONS

ARCHITECT:  
 PCA, INC.  
 221 Hampshire Street  
 Cambridge, MA 02139  
 Laura Homich  
 617-547-8120  
 lhomich@pcadesign.com

PETITIONER/DEVELOPER:  
 2Life Development Inc.  
 30 Wallingford Road  
 Brighton, MA 02135  
 Zoe Weinrobe  
 617-912-8406  
 zweinrobe@2lifecommunities.org

OWNER:  
 The Leland Home  
 21 Newton Street  
 Waltham, MA 02453  
 Christopher Sintros  
 978-402-8201

CIVIL/LANDSCAPE ENGINEER:  
 Stantec Consulting  
 226 Causeway Street, 6th Floor  
 Boston, MA 02114  
 Dylan Stevens  
 617-654-6063  
 Dylan.Stevens@stantec.com

TRAFFIC CONSULTANT:  
 Stantec Consulting  
 226 Causeway Street, 6th floor  
 Boston, MA 02114  
 Rick Bryant  
 413-387-4502  
 Rick.Bryant@stantec.com

LEGAL COUNSEL - PERMITTING:  
 Connors & Connors LLP  
 689 Main Street  
 Waltham, MA 02451  
 Michael R. Connors  
 781-894-6000  
 mconnors@connorslaws.com

LEGAL COUNSEL - REAL ESTATE:  
 Klein Hornig LLP  
 101 Arch Street Suite 1101  
 Boston, MA 02110  
 Teresa M. Santalucia  
 617-224-0621  
 tsantalucia@kleinhornig.com

GEOTECH AND  
 GEORENVIROMENTAL ENGINEER  
 McPhail Associates, LLC  
 2269 Massachusetts Ave  
 Cambridge, MA 02140  
 Kevin D. Jordan  
 617-868-1420  
 kjordan@mcphailgeo.com

**LELAND HOUSE COMP. PERMIT (M.G.L.c. 40B)**  
 21 NEWTON STREET, WALTHAM, MA 02453  
 PCA PROJECT #:21008.00

**EXHIBIT A OF Fidelity National Title Insurance Company's Commitment, MMOG File No. 21-56754, Effective date October 8, 2021 (Legal Description)**

**Parcel One**  
A certain parcel of land with improvements thereon situate in Waltham and bounded and described as follows, to wit:

Beginning at the northeasterly corner of the granted premises at a point in the westerly line of Newton Street at land of H. Adelaide Hovey, thence running southerly along the westerly line of Newton Street one hundred and seventy and five tenths (170 5/10) feet to land formerly of Martha M. Walcott; thence turning and running westerly bounding southerly on said land formerly of Martha M. Walcott and on land of Clara L. Hodgdon and land of Lawrence Ward two hundred and seventy three and sixty-nine one hundredths (273 69/100) feet to Heard Street, formerly called Church Avenue, thence running northerly along the easterly line of said Heard Street one hundred and one (101) feet to land of the City of Waltham used now for school purposes, thence turning and running easterly bounding northerly on said land of the City of Waltham eighty-eight and thirty one hundredths (88 30/100) feet to a corner, thence turning and running northerly and bounding westerly on said land of said City sixty-four and seventy five one hundredths (64 75/100) feet to a corner and land of Annie M. and Catherine Healey thence turning and running easterly bounding northerly by land of said Healeys, land of George A. Stearns and land of H. Adelaide Hovey one hundred seventy nine and 341/100 (179 34/100) feet to the point of beginning, be the said distances more or less.

**Parcel Two**  
The land in Waltham with the buildings thereon bounded and described as follows:

Beginning at the southeasterly corner of the granted premises at a point in the westerly line of Newton Street distant one hundred forty-two and 391/100 (142.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west seventy-five and 3/100 (75.03) feet;

Thence north 55° 13' 40" west seven and 7/100 (7.07) feet;  
Thence south 79° 46' 20" west, sixty-nine and 91/100 (69.91) feet to land of the Roman Catholic Archbishop of Boston;  
Thence north 10° 57' 30" west bounding westerly on said land of the Roman Catholic Archbishop of Boston forty-five (45) feet to land of the Leland Home for Aged Women;  
Thence north 79° 46' 20" east, bounded northerly by said land of the Leland Home one hundred forty-nine and 90/100 (149.90) feet to said westerly line of Newton Street;  
Thence south 10° 55' 40" east along said westerly line of Newton Street fifty (50) feet to the point of beginning.

Containing 7131.8 square feet.

Together with a right of way over a strip of land adjoining the above-described parcel on a part of the southerly boundary to be forever kept open for the use in common of the parties described in the said deed of Mary O'Riley and described as follows to wit: beginning at a point on said westerly line of Newton Street distant one hundred thirty and 391/100 (130.39) feet northerly from the intersection of said westerly line of Newton Street with the northerly line of Central Street; thence running south 79° 46' 20" west, eighty and 15/100 (80.15) feet; thence north 55° 13' 40" west twenty-four and 4/100 (24.04) feet to a point of intersection with the southerly boundary of the first described parcel; thence easterly along said southerly boundary to Newton Street; thence southerly along the westerly line of Newton Street twelve feet to the point of beginning.

**Parcel Three**  
The land in said Waltham with the buildings thereon bounded and described as follows:

Easterly by Newton Street, seventy-two and 61/10 (72.6) feet;  
Northerly by land of the grantee, twenty-five and 3/100 (75.03) feet;  
Northeasterly by the same, seven and 71/100 (7.07) feet;  
Northerly again by the same, sixty-nine and 91/100 (69.91) feet;  
Westerly by land now or formerly of the Roman Catholic Archbishop of Boston, seventy-six and 61/10 (76.6) feet, and  
Southerly by land now or late of Crosby and land of the grantee, one hundred forty-seven and 4/10 (147.4) feet.

**Schedule B - Section 2 of Fidelity National Title Insurance Company's Commitment, MMOG File No. 21-56754, Effective date October 8, 2021**

**(B)** Intentionally deleted.

**AS-SURVEYED BOUNDARY DESCRIPTION**

A certain parcel of land located in the Commonwealth of Massachusetts, County of Middlesex, City of Waltham, situated on the westerly sideline of Newton Street and the easterly sideline of Heard Street, more particularly bounded and described as follows:

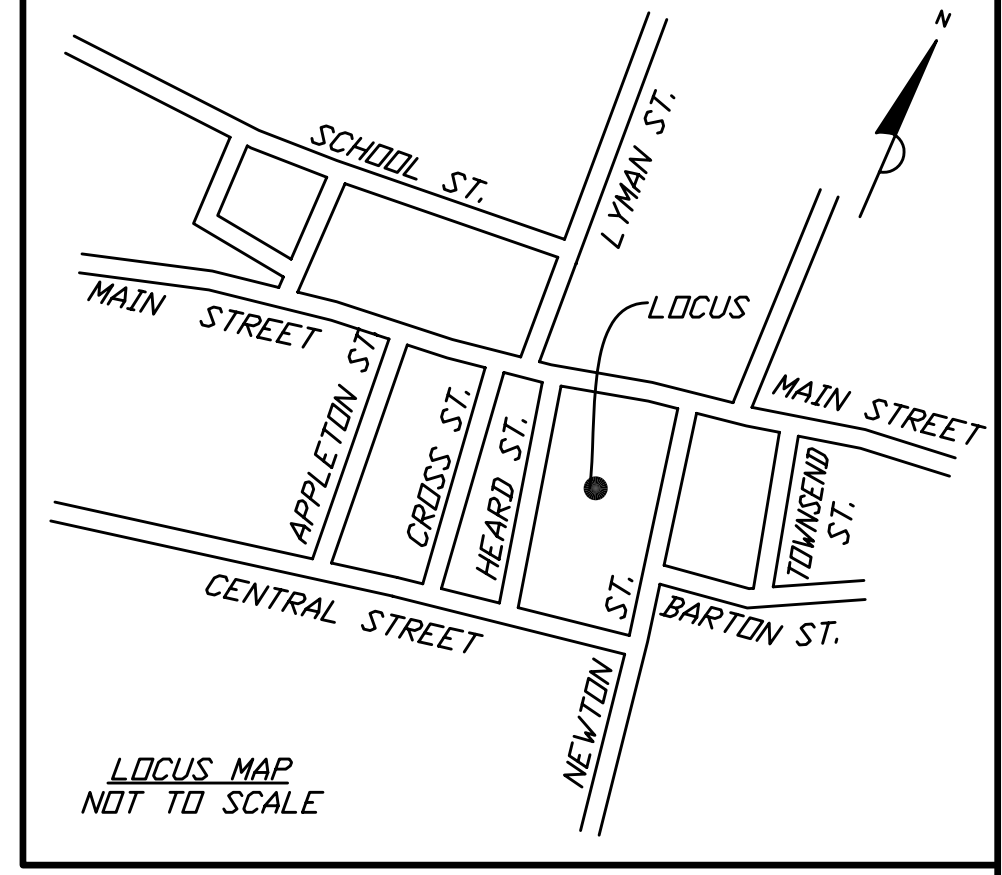
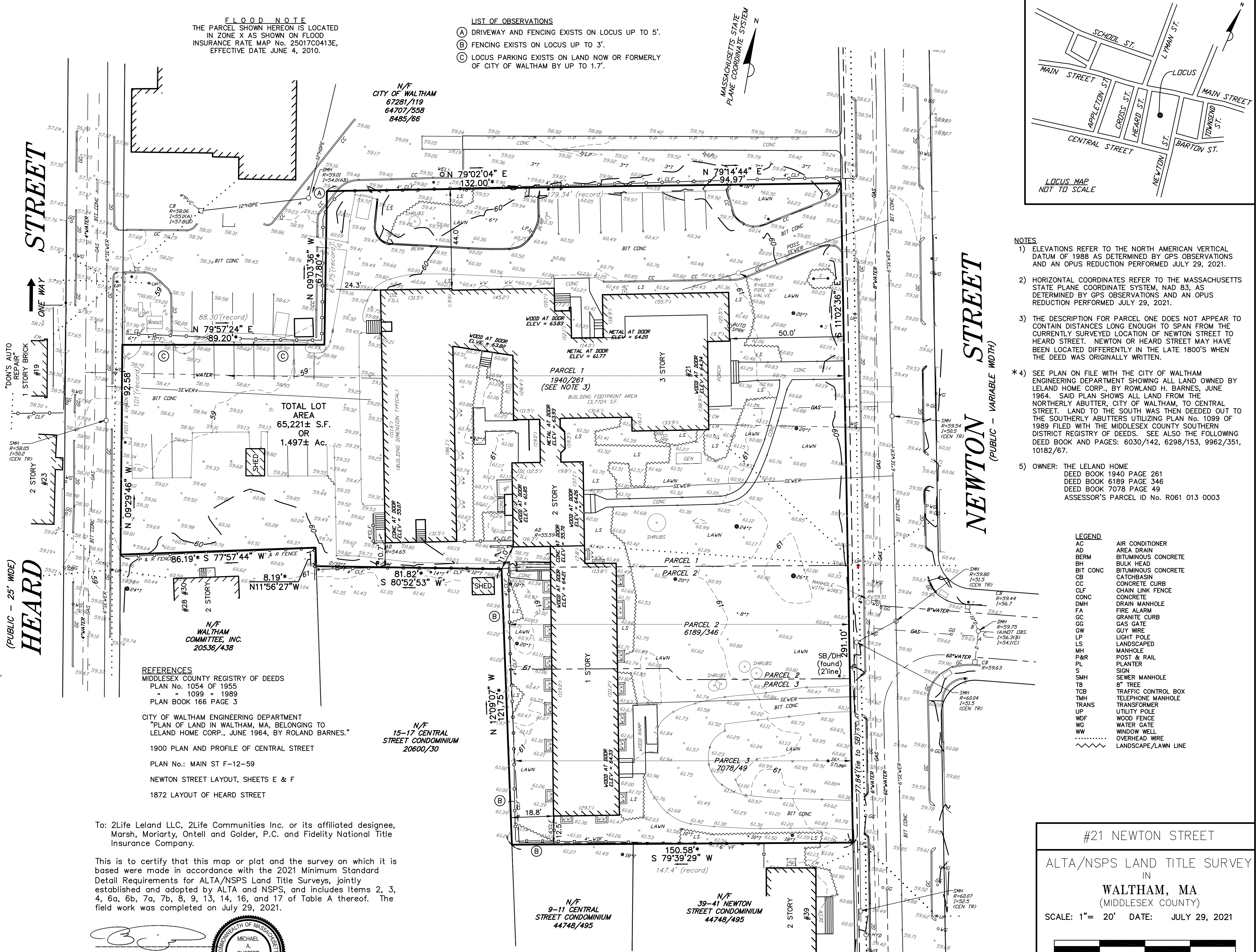
Beginning at a point on the westerly sideline of Newton Street, said point being the most northeasterly corner of the parcel; thence running

- S 11°02'36" E 291.10' by the westerly sideline of Newton Street to a point; thence turning and running
- S 79°39'29" W 150.58' to a point; thence turning and running
- N 12°09'07" W 121.75' to a point; thence turning and running
- S 80°52'53" W 81.82' to a point; thence turning and running
- N 11°56'27" W 8.19' to a point; thence turning and running
- S 77°57'44" W 86.19' to a point; thence turning and running
- N 09°29'46" W 92.58' by the easterly sideline of Heard Street to a point; thence turning and running
- N 79°57'24" E 89.20' to a point; thence turning and running
- N 09°03'36" W 67.80' to a point; thence turning and running
- N 79°02'04" E 132.00' to a point; thence turning and running
- N 79°14'44" E 94.97' to the POINT OF BEGINNING.

Containing 65,221 square feet or 1.497 acres, more or less.

**FLOOD NOTE**  
THE PARCEL SHOWN HEREON IS LOCATED IN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP No. 25017C0413E, EFFECTIVE DATE JUNE 4, 2010.

- LIST OF OBSERVATIONS**
- (A) DRIVEWAY AND FENCING EXISTS ON LOCUS UP TO 5'.
  - (B) FENCING EXISTS ON LOCUS UP TO 3'.
  - (C) LOCUS PARKING EXISTS ON LAND NOW OR FORMERLY OF CITY OF WALTHAM BY UP TO 1.7'.



- NOTES**
- 1) ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AS DETERMINED BY GPS OBSERVATIONS AND AN OPUS REDUCTION PERFORMED JULY 29, 2021.
  - 2) HORIZONTAL COORDINATES REFER TO THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM, NAD 83, AS DETERMINED BY GPS OBSERVATIONS AND AN OPUS REDUCTION PERFORMED JULY 29, 2021.
  - 3) THE DESCRIPTION FOR PARCEL ONE DOES NOT APPEAR TO CONTAIN DISTANCES LONG ENOUGH TO SPAN FROM THE CURRENTLY SURVEYED LOCATION OF NEWTON STREET TO HEARD STREET. NEWTON OR HEARD STREET MAY HAVE BEEN LOCATED DIFFERENTLY IN THE LATE 1800'S WHEN THE DEED WAS ORIGINALLY WRITTEN.
  - 4) SEE PLAN ON FILE WITH THE CITY OF WALTHAM ENGINEERING DEPARTMENT SHOWING ALL LAND OWNED BY LELAND HOME CORP., BY ROWLAND H. BARNES, JUNE 1964. SAID PLAN SHOWS ALL LAND FROM THE NORTHERLY ABUTTER, CITY OF WALTHAM, TO CENTRAL STREET. LAND TO THE SOUTH WAS THEN DEEDED OUT TO THE SOUTHERLY ABUTTERS UTILIZING PLAN No. 1099 OF 1989 FILED WITH THE MIDDLESEX COUNTY SOUTHERN DISTRICT REGISTRY OF DEEDS. SEE ALSO THE FOLLOWING DEED BOOK AND PAGES: 6030/142, 6298/153, 9962/351, 10182/67.
  - 5) OWNER: THE LELAND HOME  
DEED BOOK 1940 PAGE 261  
DEED BOOK 6189 PAGE 346  
DEED BOOK 7078 PAGE 49  
ASSESSOR'S PARCEL ID No. R061 013 0003

**LEGEND**

AC	AIR CONDITIONER
AD	AREA DRAIN
BERM	BITUMINOUS CONCRETE
BH	BULK HEAD
BIT CONC	BITUMINOUS CONCRETE
CB	CATCHBASIN
CC	CONCRETE CURB
CLF	CHAIN LINK FENCE
CONC	CONCRETE
DMH	DRAIN MANHOLE
FA	FIRE ALARM
GC	GRANITE CURB
GG	GAS GATE
GW	GUY WIRE
LP	LIGHT POLE
LS	LANDSCAPED
MH	MANHOLE
PAR	POST & RAIL
PL	PLANTER
S	SIGN
SMH	SEWER MANHOLE
TB	8" TREE
TCB	TRAFFIC CONTROL BOX
TMH	TELEPHONE MANHOLE
TRANS	TRANSFORMER
UP	UTILITY POLE
WDF	WOOD FENCE
WG	WATER GATE
WW	WINDOW WELL
.....	OVERHEAD WIRE
~~~~~	LANDSCAPE/LAWN LINE

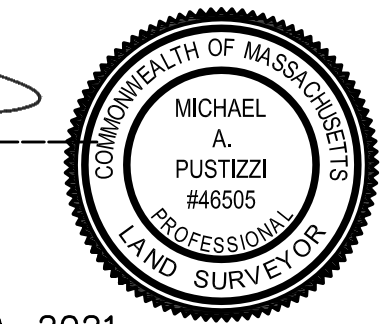
REFERENCES
MIDDLESEX COUNTY REGISTRY OF DEEDS
PLAN No. 1054 OF 1955
" 1099 " 1989
PLAN BOOK 166 PAGE 3

CITY OF WALTHAM ENGINEERING DEPARTMENT
"PLAN OF LAND IN WALTHAM, MA, BELONGING TO LELAND HOME CORP., JUNE 1964, BY ROLAND BARNES."
1900 PLAN AND PROFILE OF CENTRAL STREET
PLAN No.: MAIN ST F-12-59
NEWTON STREET LAYOUT, SHEETS E & F
1872 LAYOUT OF HEARD STREET

To: 2Life Leland LLC, 2Life Communities Inc. or its affiliated designee, Marsh, Moriarty, Ontell and Golder, P.C. and Fidelity National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6a, 6b, 7a, 7b, 8, 9, 13, 14, 16, and 17 of Table A thereof. The field work was completed on July 29, 2021.

Michael A. Pustizzi, PLS
mikep@pls-inc.net
Registration No. 46505
Date of Survey: July 29, 2021
Date of Last Revision: November 18, 2021



UNDERGROUND UTILITIES WERE COMPILED FROM AVAILABLE RECORD PLANS OF UTILITY COMPANIES AND PUBLIC AGENCIES AND ARE APPROXIMATE ONLY. BEFORE DESIGN AND CONSTRUCTION CALL "DIG SAFE" 1-888-344-7233. SOME DATA IS CONFLICTING AND CAN ONLY BE VERIFIED BY EXCAVATION.

#21 NEWTON STREET
ALTA/NSPS LAND TITLE SURVEY
IN
WALTHAM, MA
(MIDDLESEX COUNTY)
SCALE: 1"= 20' DATE: JULY 29, 2021

Precision Land Surveying, Inc.
32 Tumpike Road
Southborough, Massachusetts 01772
TEL NO: (508) 460-1789 FAX NO: (508) 970-0096
493571.DWG

**21 NEWTON STREET
PARCEL ABUTTERS
CITY OF WALTHAM
MASSACHUSETTS**



DISCLAIMER:
This map is for reference and planning purposes only. It is prepared for the inventory of real property within the City of Waltham and is compiled from tax maps, recorded deeds and plats. Users of this tax map are hereby notified that the aforementioned public primary information sources should be consulted for the verification of the information contained on this map. The City of Waltham and its mapping contractors assume no legal responsibility for the information contained herein.

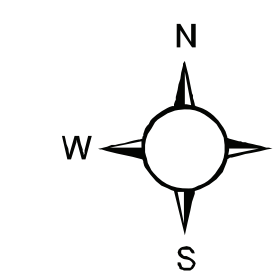
DATA SOURCE:
The digital planimetric base map data was developed by Chas H Sells, Inc. and is updated using spring 2020 1"= 40' scale color orthophotographs. The parcel data and are current as of January 2021. Map prepared by City of Waltham GIS.

Legend

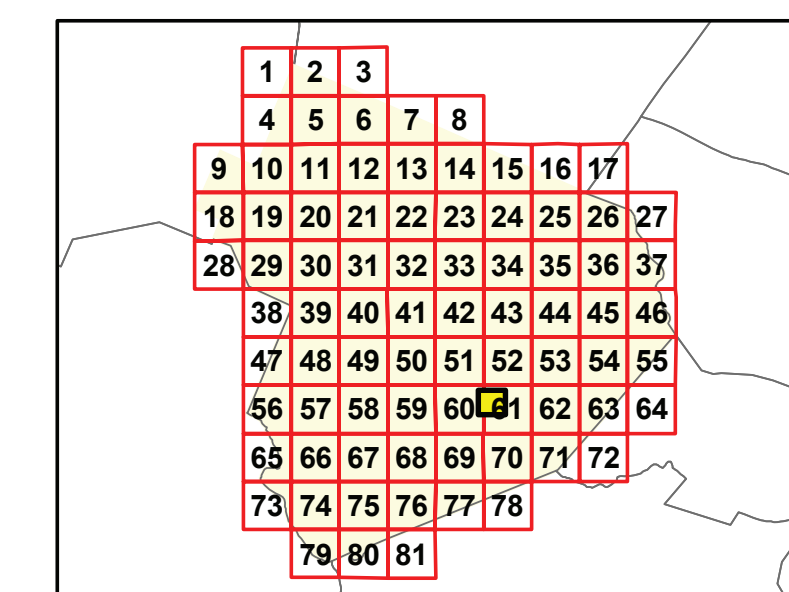
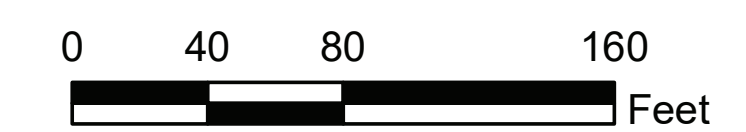
- 300 Foot Radius
- Edge of Pavement
- Unpaved Road
- Fence
- Retaining Wall
- Rail Lines
- Tax Map Grid
- Parcel Lines
- Walkway/Sidewalk
- Swimming Pools
- Building Footprint
- Deck
- Paved Area

Parcel Number
19

Address Number
19



1 inch = 80 feet



Map No.:

61

Date: 10/22/2021

**LELAND HOUSE COMP.
PERMIT (M.G.L.C. 40B)**
21 NEWTON ST. WALTHAM, MA 02453

REVISIONS:

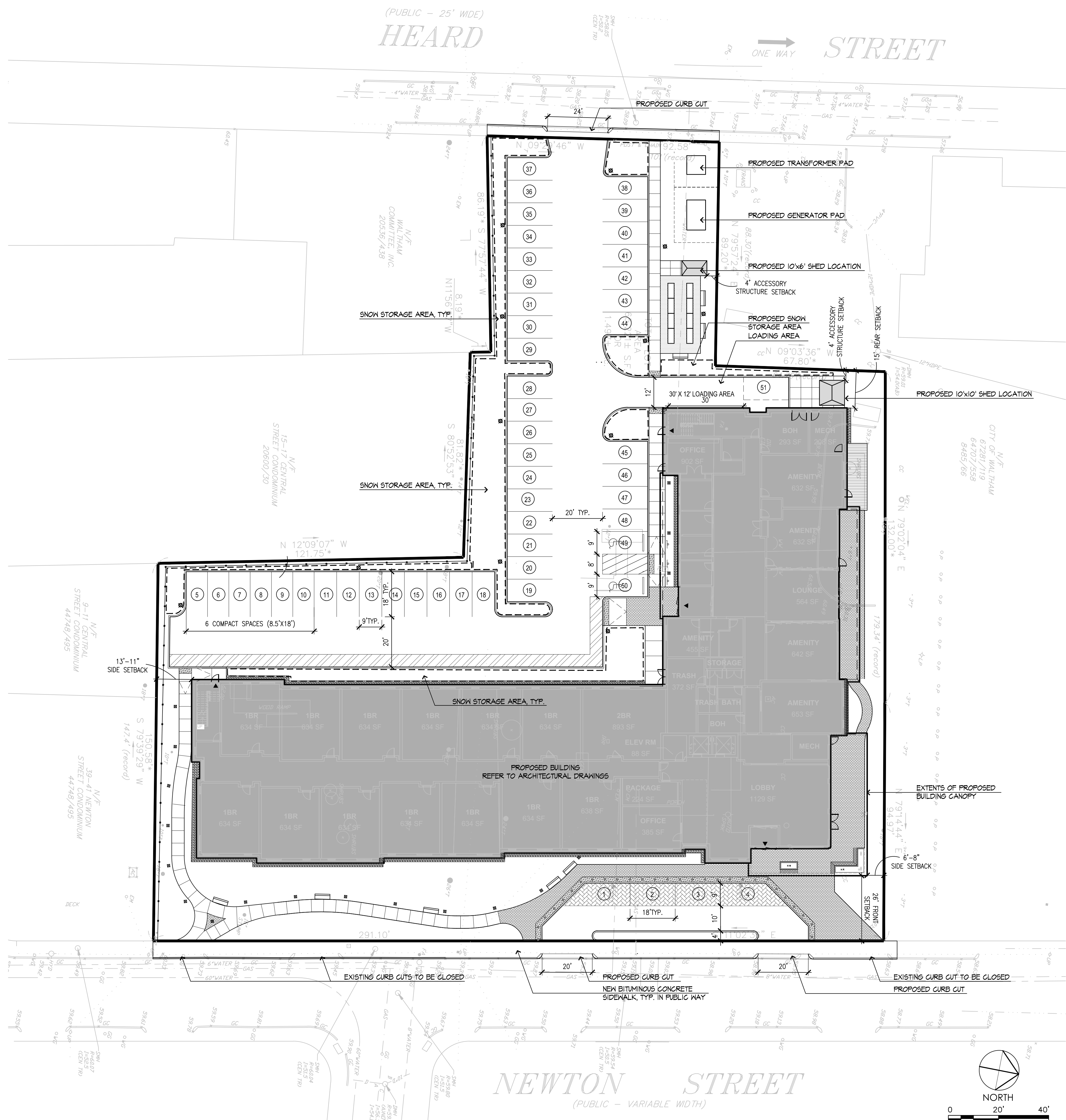


ORIGINAL ISSUE:
12/20/21

ZONING PLAN

L-101

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LEGEND

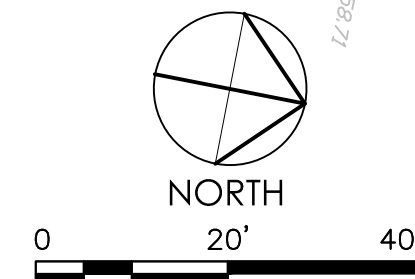
- PROPERTY LINE
- PARKING SPACE NUMBER (SHOWN FOR REFERENCE, NOT TO BE PERMANENTLY MARKED)
- PROPOSED SNOW STORAGE AREA (~3,500 SF TOTAL IN ALL SHOWN AREAS)

Zoning Summary

Zoning information below (as well as waivers) are based on the dimensional requirements of the Residence B Zoning District for Single- and Two-family uses, and the proposed multifamily use, which is Not Allowed in the Residence B Zone pursuant to Section 3.4 The Table of Uses.

ZONE RB	EXISTING	REQUIRED/ALLOWED	PROPOSED	WAIVER
MIN BLDG SETBACKS				
FRONT	50'	15'	26'	No
SIDE (NORTH)	44'	10'	6'-8"	Yes
SIDE (SOUTH)	12'-6"	10'	13'-11"	No
REAR	18'-10"	30'	15'-0"	Yes
MAX HEIGHT	40 FT	40 FT	40 FT	No
MAX STORIES	3 STORIES	3 STORIES	3 STORIES	No
FAR	.28	-	1.15	Yes
LOT COVERAGE (%)	15,000 SF (23.5%)	Max. 30%	24,600 SF (38.6%)	Yes
MIN OPEN SPACE (%)	79% (51,449 SF/Lot Area)	-	63% (40,798 SF/Lot Area)	Yes
LOT AREA (SF)	65,221	6,000	65,221	No
MAX DWELLING UNITS/ACRE	26 units/acre	-	46 units/acre	Yes
LOT FRONTAGE (FT)	292	60	292	No
MIN LOT AREA/UNIT (SF)	757 SF per unit	-	240 SF per unit	Yes
MIN OPEN SPACE/UNIT (SF)	1283 SF per unit	-	576 SF per unit	Yes
MIN LOT WIDTH (FT)	89	-	89	No
PARKING	2 per Unit	2 per unit	0.75 per unit (68 units X .75 = 51 SPOTS)	Yes
LANDSCAPE	18 Trees	1 tree per 10 cars (8 Trees @ 51 spots)	>30 Trees	No
SNOW STORAGE	N/A	40 SF per parking space (2,040 SF)	~3,500 SF	No
LOADING	-	12'x70'	12'x30'	Yes

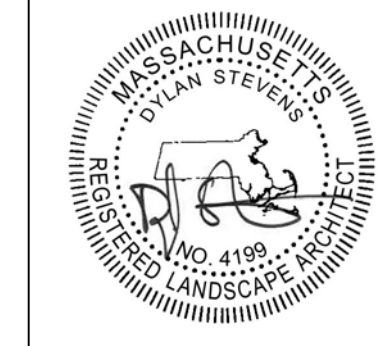
ACCESSORY STRUCTURE	EXISTING	REQUIRED/ALLOWED	PROPOSED	WAIVER
MINIMUM SETBACKS				
SIDE	N/A	5'	4' (6' x 10' shed)	Yes
REAR	N/A	5'	4' (10' x 10' shed)	Yes
SETBACK FROM PRINCIPAL BUILDING	N/A	10'	2' (10' x 10' shed)	Yes



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**LELAND HOUSE COMP.
PERMIT (M.G.L.C. 40B)**
21 NEWTON ST. WALTHAM, MA 02453

REVISIONS:



ORIGINAL ISSUE:
12/20/21

LAYOUT AND MATERIALS PLAN

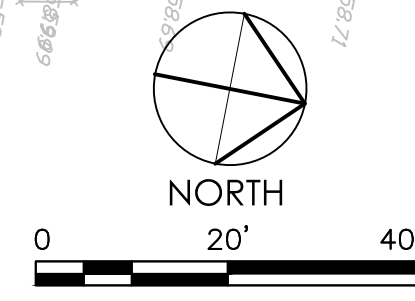
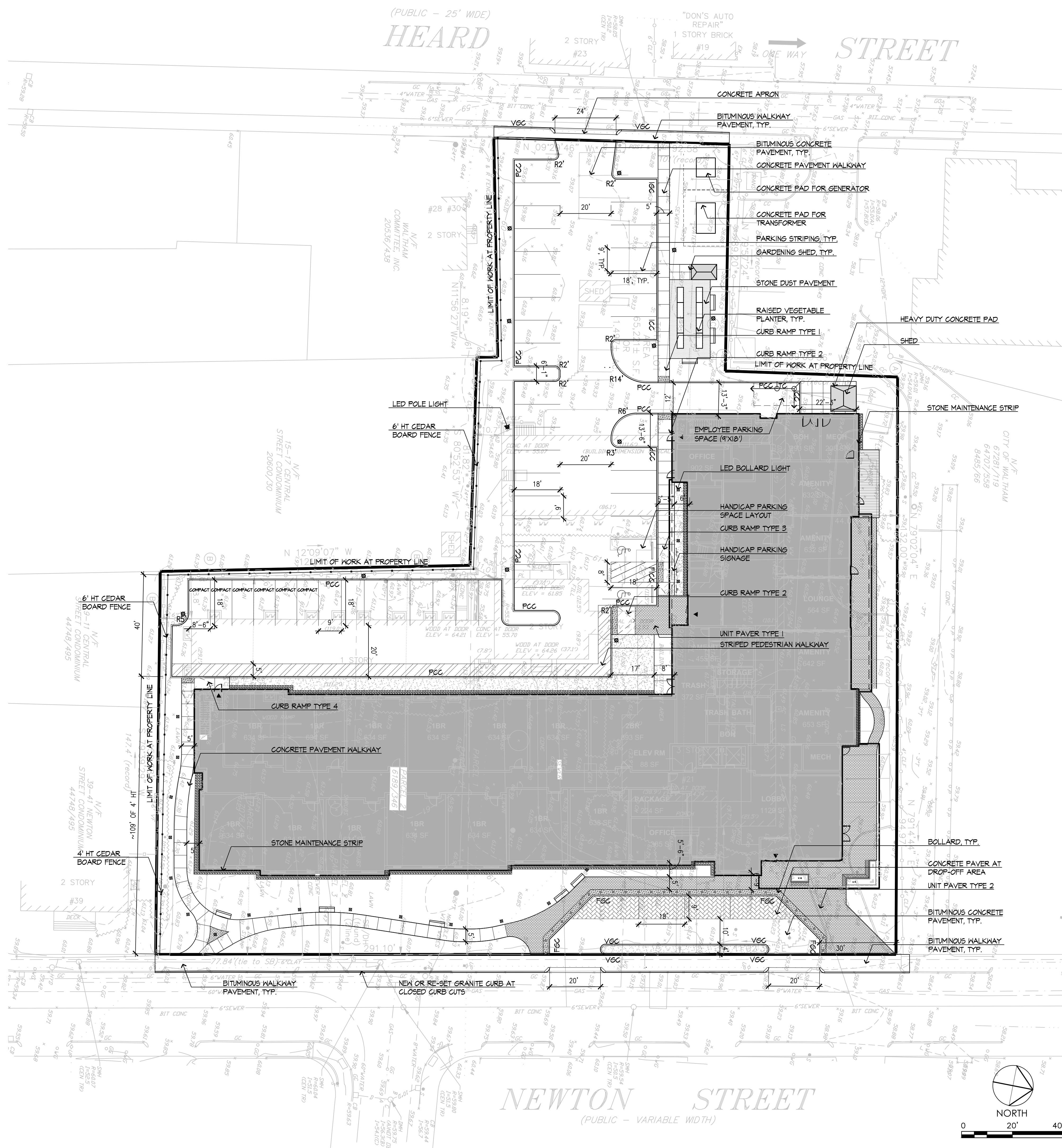
L-201
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LEGEND

	PROPERTY LINE		LED POLE LIGHT
	UNIT PAVER		LED BOLLARD LIGHT
	UNIT PAVER- VEHICULAR		CEDAR BOARD FENCE (4' OR 6' HT, REFER TO
	COMPOSITE DECKING		LANDSCAPED AREA
	CEMENT CONCRETE PAVEMENT		BENCH
	VERTICAL GRANITE CURB		
	FLUSH GRANITE CURB		
	PRECAST CONCRETE CURB		
	INTEGRAL CONCRETE CURB		

LAYOUT AND MATERIAL NOTES

- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY PRECISION LAND SURVEYING, INC. OF SOUTHBOROUGH, MA AND DATED JULY 29, 2021.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ARE BASED ON THE SURVEY REFERENCED ABOVE. THE CONTRACTOR SHALL NOTIFY DIGSAFE AND THE PROPER LOCAL AUTHORITIES OR RESPECTIVE UTILITY COMPANIES TO CONFIRM THE LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE DUE TO FAILURE OF THE CONTRACTOR TO CONTACT THE PROPER AUTHORITIES SHALL BE BORNE BY THE CONTRACTOR.
- CONTRACTOR(S) SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ALL CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND SITE CONDITIONS PRIOR TO BIDDING AND PRIOR TO CONSTRUCTION.
- ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS, AND SITE CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND RESOLUTION PRIOR TO BIDDING OR CONSTRUCTION.
- ALL WORK CONDUCTED WITHIN PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF WALTHAM AND THE MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (MASSDOT).
- SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING DIMENSIONS AND ALL DETAILS CONTIGUOUS TO THE BUILDING, INCLUDING SIDEWALKS, RAMPS, UTILITY ENTRANCE LOCATIONS, WALL PACKS, CONCRETE DOOR PADS, ROOF DRAINS, ETC.
- ACCESSIBLE CURB RAMPS SHALL BE PER THE MASSACHUSETTS ARCHITECTURAL ACCESS BOARD (AAB) AND THE AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY GUIDELINES, WHICHEVER IS MORE STRINGENT.
- THE FOLLOWING LAYOUT CRITERIA SHALL CONTROL UNLESS OTHERWISE NOTED ON THE PLAN: ALL DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING. ALL DIMENSIONS ARE TO FACE OF CURB AT GUTTER LINE. ALL DIMENSIONS ARE TO CENTER OF PAVEMENT MARKINGS. ALL TIES TO PROPERTY LINES ARE PERPENDICULAR TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
- FOR LAYOUT AND DIMENSIONING OF BUILDINGS, SEE ARCHITECTURAL DRAWINGS.
- SCREENED IMAGES SHOW EXISTING CONDITIONS. WHERE EXISTING CONDITIONS LIE UNDER OR ARE IMPINGED UPON BY PROPOSED BUILDINGS AND/OR SITE ELEMENTS, THE EXISTING CONDITION WILL BE REMOVED, ABANDONED AND/OR CAPPED OR DEMOLISHED AS REQUIRED.

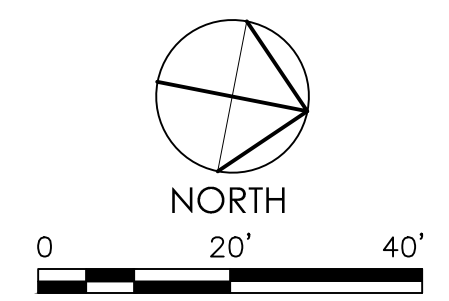
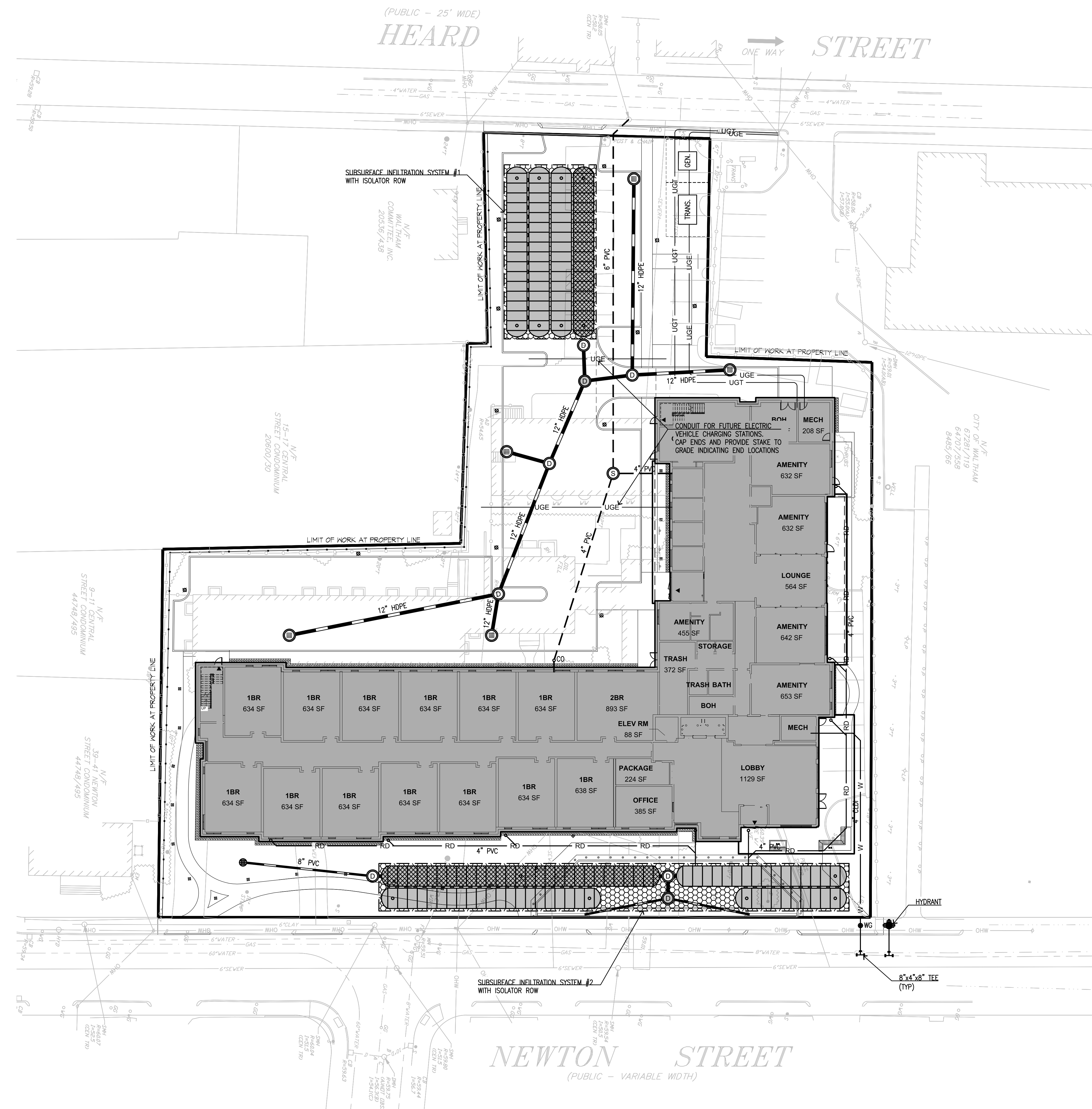


UTILITY LEGEND

	STORM DRAIN LINE		STORM DRAIN MANHOLE
	SANITARY SEWER LINE		WATER QUALITY UNIT
	WATER LINE		CATCH BASIN
	UNDERGROUND TELECOM		AREA DRAIN
	UNDERGROUND ELECTRIC		SANITARY SEWER MANHOLE
	ROOF DRAIN LINE		FIRE DEPARTMENT CONNECTION
			WATER GATE VALVE
			TEE CONNECTION
			HDPPE HIGH-DENSITY POLYETHYLENE
			CLDI CEMENT-LINED DUCTILE IRON
			PVC POLYVINYL CHLORIDE
			RD ROOF DRAIN

UTILITY NOTES

- EXISTING CONDITIONS INFORMATION IS REPRODUCED FROM THE SURVEY PREPARED BY AN ALTA/NSPS LAND TITLE SURVEY PREPARED BY PRECISION LAND SURVEYING, INC. OF SOUTHBOROUGH, MA AND DATED JULY 29, 2021.
- PRIOR TO THE START OF ANY EXCAVATION FOR THE PROJECT, BOTH ON AND OFF THE SITE, THE CONTRACTOR SHALL NOTIFY DIGSAFE AND BE PROVIDED WITH A DIGSAFE NUMBER INDICATING THAT ALL EXISTING UTILITIES HAVE BEEN LOCATED AND MARKED.
- ALL CONSTRUCTION TO BE DONE IN ACCORDANCE WITH THE CITY OF WALTHAM PUBLIC WORKS DEPARTMENT SPECIFICATIONS.
- ALL WORK TO BE DONE WITHIN PUBLIC RIGHT-OF-WAYS SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF THE CITY OF WALTHAM PUBLIC WORKS DEPARTMENT.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL MAINTAIN OR ADJUST TO NEW FINISH GRADE, AS NECESSARY, ALL UTILITY AND SITE STRUCTURES SUCH AS LIGHT POLES, SIGN POLES, MANHOLES, CATCH BASINS, HAND HOLES, WATER AND GAS GATES, HYDRANTS, ETC., FROM MAINTAINED UTILITY AND SITE SYSTEMS, UNLESS OTHERWISE NOTED OR DIRECTED BY OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ALTER THE MASONRY OF THE TOP SECTION OF ALL EXISTING DRAIN AND SEWER STRUCTURES, AS NECESSARY, FOR CHANGES IN GRADE. CONTRACTOR SHALL RESET UTILITY FRAMES, GRATES, AND COVERS MEANT TO BE FLUSH WITH GRADE (CLEANOUTS, UTILITY MANHOLES, CATCH BASINS, INLETS, ETC.) THAT ARE AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- ALL SEWER PIPES SHALL BE PVC PER ASTM D3034, SDR-35 AND ASTM D1784 WITH RUBBER GASKET JOINTS, UNLESS OTHERWISE NOTED.
- AREAS OUTSIDE THE LIMITS OF PROPOSED WORK DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION, AT THE CONTRACTOR'S EXPENSE.
- THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PRIVATE UTILITY SERVICES SHALL BE PROVIDED BY, AND APPROVED BY, THE RESPECTIVE UTILITY COMPANY (GAS/TELEPHONE/ELECTRICAL) AND INSTALLED ACCORDING TO THOSE REQUIREMENTS. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION, ALTERATION, OR ADJUSTMENT OF THE UTILITY CONNECTIONS WITH THE RESPECTIVE COMPANIES PRIOR TO ANY UTILITY CONSTRUCTION.
- ALL WATER LINES SHALL BE CEMENT LINED DUCTILE IRON UNLESS OTHERWISE NOTED.
- ALL CEMENT LINED DUCTILE IRON JOINTS AT FITTINGS (CLASS 52) AND VALVES SHALL BE MECHANICAL WITH NEOPRENE GASKETS. JOINTS AT OTHER LOCATIONS SHALL BE PUSH-ON TYPE WITH NEOPRENE OR SYNTHETIC RUBBER GASKETS. ALL WATER GATES SHALL OPEN AS PER MUNICIPAL REQUIREMENTS. ALL WATER LINES SHALL HAVE A MINIMUM OF FIVE FEET OF GROUND COVER AND A MINIMUM SEPARATION OF TEN FEET FROM THE SEWER SYSTEM. AT WATER AND SEWER CROSSINGS, THE WATER LINE SHALL BE ENCASED IN SIX INCHES OF CONCRETE FOR A DISTANCE OF TEN FEET ON EITHER SIDE OF THE CROSSING.
- THIS PROJECT DISTURBS MORE THAN ONE ACRE OF LAND AND REQUIRES A PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES. AT LEAST 14 DAYS PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL FILE AN ELECTRONIC NOTICE OF INTENT (eNOI) WITH THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (U.S. EPA) FOR CONSTRUCTION DISCHARGES ASSOCIATED WITH THIS PROJECT AND MAINTAIN A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS.
- BITUMINOUS CONCRETE ELEVATIONS SHALL BE 1/4 INCH ABOVE THE RIM ELEVATION SHOWN FOR EACH CATCH BASIN.
- ALL PROPOSED STORM DRAIN LINES SHALL BE 12" NON-PERFORATED HDPE UNLESS OTHERWISE NOTED ON PLANS.
- REFER TO ARCHITECTURAL/PLUMBING PLANS FOR PROPOSED LOCATION OF UTILITY SERVICE STUBS AT BUILDING. FINAL DESIGN AND LOCATIONS OF UTILITY SERVICE STUBS WILL BE PROVIDED BY THE ARCHITECT AND/OR PLUMBING ENGINEER.
- ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY EARTH MOVING ACTIVITIES. REFER TO SITE PREPARATION PLAN FOR COMPLETE EROSION AND SEDIMENTATION CONTROLS.
- WHERE AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED WORK, THE CONTRACTOR SHALL ACCURATELY DETERMINE THE LOCATION, ELEVATION, AND SIZE OF THE UTILITY AND TRANSMIT THIS INFORMATION TO THE ENGINEER WITHOUT DELAY.
- ALL PIPING WITHIN 10 FEET OF BUILDING IS COVERED UNDER THE COMMONWEALTH OF MASSACHUSETTS UNIFORM STATE PLUMBING CODE AND IS SHOWN FOR COORDINATION ONLY. REFER TO PLUMBING PLANS AND SPECIFICATIONS FOR UTILITY WORK WITHIN 10 FEET OF BUILDING.
- THE ENGINEER-OF-RECORD SHALL WITNESS INSTALLATION OF ALL SUBSURFACE INFILTRATION SYSTEMS. IF THE SUBSURFACE SOIL CONDITIONS DIFFER FROM THAT SHOWN ON THE PLAN, THE DESIGN SHALL BE MODIFIED AND RESUBMITTED TO THE CITY OF WALTHAM FOR APPROVAL PRIOR TO CONTINUING INSTALLATION.
- CONTRACTOR SHALL COORDINATE ANY WATER SHUT DOWNS WITH THE CITY OF WALTHAM WATER AND SEWER DEPARTMENT AND FIRE DEPARTMENT.
- ALL TRENCH EXCAVATION CONTRACTORS SHALL COMPLY WITH MASSACHUSETTS GENERAL LAWS CHAPTER 82A, TRENCH EXCAVATION SAFETY REQUIREMENTS, TO PROTECT THE GENERAL PUBLIC FROM UNAUTHORIZED ACCESS TO UNATTENDED TRENCHES. TRENCH EXCAVATION PERMITS ARE REQUIRED. THIS APPLIES TO ALL TRENCHES ON PUBLIC AND PRIVATE PROPERTY.


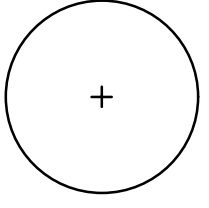
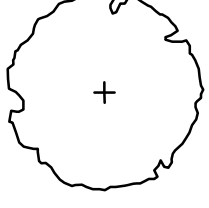
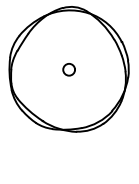
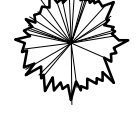
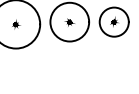


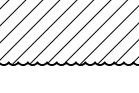


(PUBLIC - 25' WIDE)
HEARD

ONE WAY
STREET

NEWTON STREET
(PUBLIC - VARIABLE WIDTH)

LEGEND

-  PROPERTY LINE
-  EXISTING TREE
-  DECIDUOUS TREE
-  ORNAMENTAL TREE
-  EVERGREEN TREE
-  DECIDUOUS SHRUBS
-  EVERGREEN SHRUBS
-  MEADOW SEED MIX
-  SHRUB / GROUNDCOVER / PERENNIAL PLANTING

PLANTING NOTES

1. CONTRACTOR SHALL BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING AND WILL CONTINUE UNTIL FINAL WRITTEN ACCEPTANCE OF PLANT MATERIAL.
2. CONTRACTOR SHALL VERIFY ALL TREE REMOVALS AND/OR TRANSPLANTS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION START.
3. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS, STRUCTURES, AND PLANTING BEDS.
4. MAXIMUM SLOPE WITHIN DISTURBED AREAS SHALL NOT EXCEED 3:1, UNLESS OTHERWISE NOTED.
5. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE ALL PLANTINGS SHOWN ON THIS DRAWING.
6. ALL MATERIALS SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
7. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISH GRADE AS TO ORIGINAL GRADES BEFORE DIGGING.
8. ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINERIZED.
9. MULCH FOR PLANTED AREAS TO BE AGED PINE BARK, PARTIALLY DECOMPOSED, DARK BROWN IN COLOR AND FREE OF WOOD CHIPS THICKER THAN 1/4 INCH.
10. PLANTING SOIL MIX: LOAM THOROUGHLY INCORPORATED WITH ROTTED MANURE PROPORTIONED 5 C.Y. TO 1 C.Y. OR EQUIVALENT. FERTILIZER ADDED PER RECOMMENDED RATES OF SOILS ANALYSIS.
11. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE (1) FULL YEAR FROM DATE OF ACCEPTANCE.
12. ALL PLANT MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT, AT THE NURSERY, AND AT THE SITE.
13. ALL AREAS OF THE SITE WHICH HAVE BEEN DISTURBED AND NOT OTHERWISE DEVELOPED SHALL BE LOAMED AND SEEDED WITH A MINIMUM DEPTH OF 6" DEPTH TOPSOIL.

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY	SIZE	NOTES
DECIDUOUS TREES					
AR	ACER RUBRUM 'RED SUNSET'	RED SUNSET MAPLE	8	3-3 1/2" CAL	B&B
LT1	LIRIODENDRON TULIPIFERA	TULIP TREE (5" CAL)	3	5" CAL	B&B
LT2	LIRIODENDRON TULIPIFERA	TULIP TREE	4	3-3 1/2" CAL	B&B
GT	GLEDITSIA TRIACANTHOS 'INERMIS'	THORNLESS HONEY LOCUST	3	3-3 1/2" CAL	B&B
CH	CARPINUS BETULUS 'FASTIGIATA'	FASTIGIATE HORNBEECH	4	3-3 1/2" CAL	B&B
QA	QUERCUS ALBA	WHITE OAK	1	3-3 1/2" CAL	B&B
LS	LIQUIDAMBAR STYRACIFLUA 'SLENDER SIHOUETT'	SWEETGUM 'SLENDER SIHOUETT'	15	3-3 1/2" CAL	B&B
UA	ULMUS AMERICANA 'PRINCETON'	AMERICAN ELM	1	3-3 1/2" CAL	B&B
EVERGREEN TREES					
PP	PICEA PUNGENS 'BACHERI'	COLORADO SPRUCE	1	10'-12" HT	B&B
ORNAMENTAL TREES					
AG	AMELANCHIER X GRANDIFLORA 'ROBIN HILL'	SERVICEBERRY	6	8'-10" HT	
CF	CORNUS FLORIDA	FLOWERING DOGWOOD	1	8'-10" HT	
PS	PRUNUS SARGENTII	SARGENT CHERRY	3	8'-10" HT	
SHRUBS					
CA	CLETHRA ALNIFOLIA 'HUMMING BIRD'	HUMMING SUMMERSWEET	11	3 GAL.	
CS	CORNUS SERICEA 'ARCTIC FIRE'	RED TWIG DOGWOOD	7	3 GAL.	
FM	FOTHERGILLA 'MOUNT AIRY'	DWARF FOTHERGILLA	11	5 GAL.	
HO	HYDRANGEA QUERCIFOLIA 'ELEMEEA' SNOW QUEEN	OAKLEAF HYDRANGEA	9	5 GAL.	
IG	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	24	3 GAL.	
IV	ILEX VERTICILLATA	WINTERBERRY	17	3 GAL.	
KL	KALMIA LATIFOLIA 'SNOWDRIFT'	MOUNTAIN LAUREL	18	3 GAL.	
TG	TAXUS X MEDIA 'GREEN WAVE'	GREEN WAVE YEW	14	2-2 1/2" SPR	
PERENNIALS / ORNAMENTAL GRASSES					
PV	PANICUM VIRGATUM 'NORTHWIND'	SWITCH GRASS	1	GAL.	SPACE 18" O.C.
PA	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	1	GAL.	SPACE 18" O.C.
NF	NEPETA X FAASSENII	CATMINT	2	GAL.	SPACE 24" O.C.
PL	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'	DWARF RUSSIAN SAGE	2	GAL.	SPACE 24" O.C.
LM	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	2	GAL.	SPACE 24" O.C.

PCA
ARCHITECT:
PCA, INC.
221 Hampshire Street
Cambridge, MA 02139
617-547-8120

PETITIONER/DEVELOPER:
2Life Communities
30 Wallingford Rd, Brighton,
MA 02135
(617) 912-8400

CIVIL/LANDSCAPE ENGINEER:
Stantec Consulting
226 Causeway Street, 6th Floor
Boston, MA 02114
617-523-8103

**LELAND HOUSE COMP.
PERMIT (M.G.L.C. 40B)**
21 NEWTON ST. WALTHAM, MA 02453

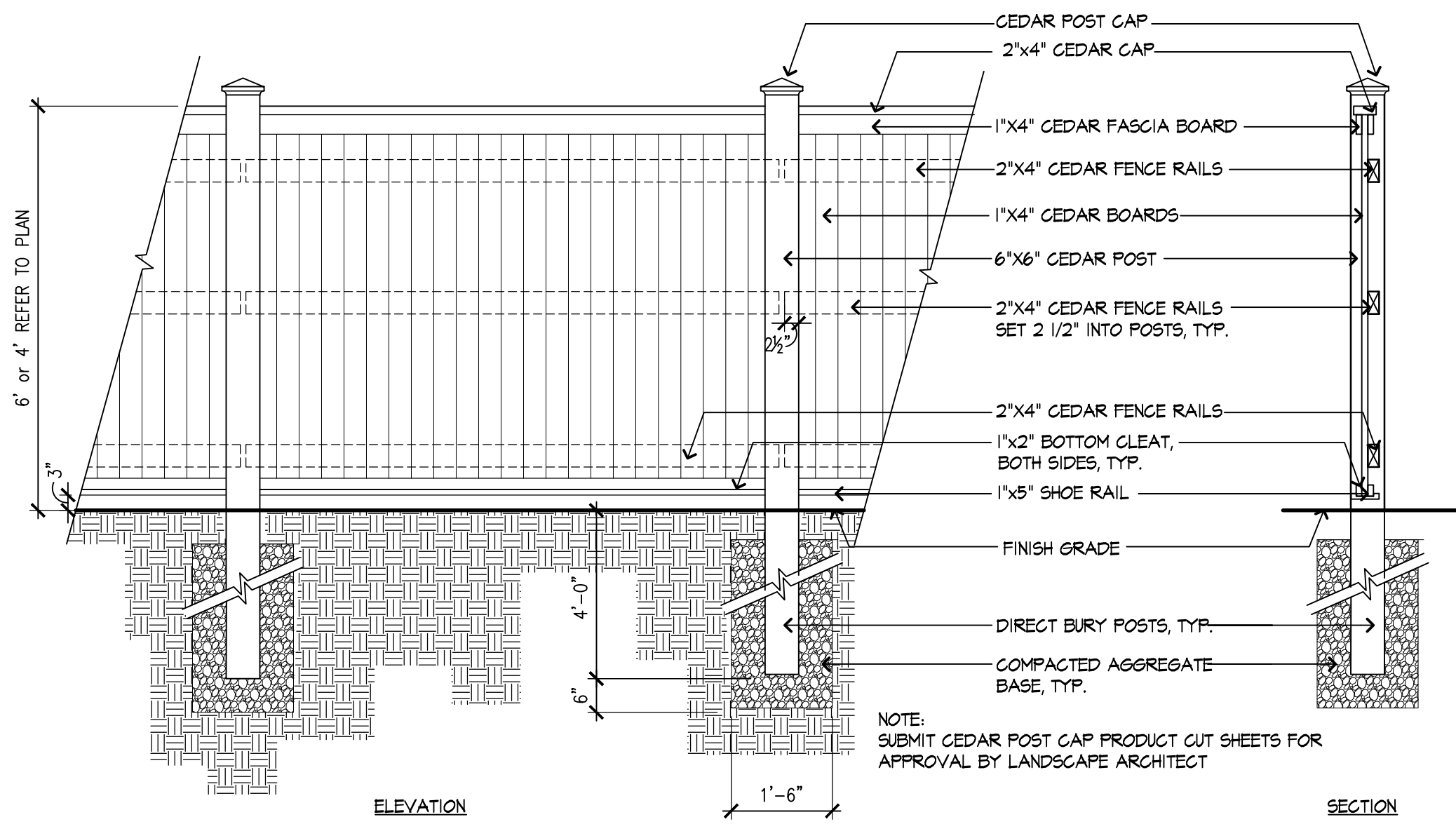
REVISIONS:



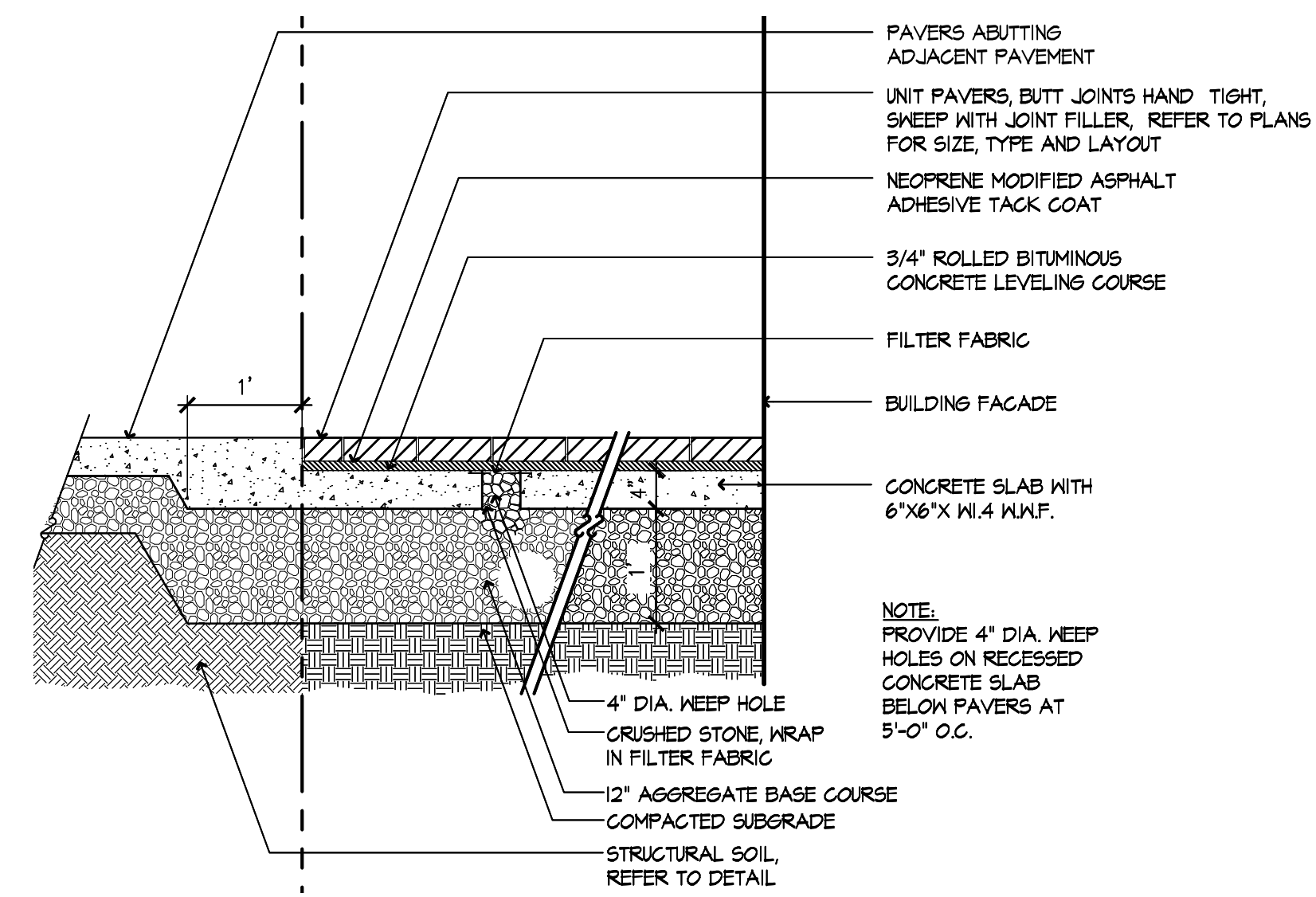
ORIGINAL ISSUE:
12/20/21

PLANTING PLAN

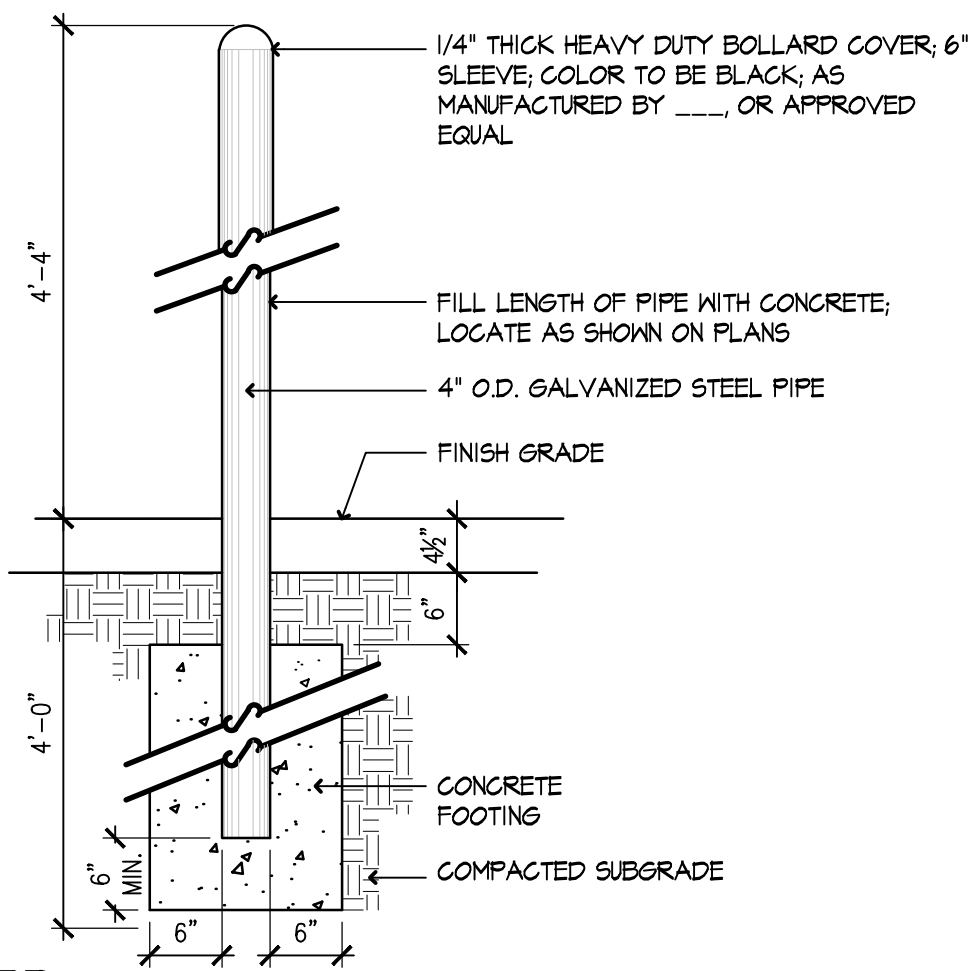
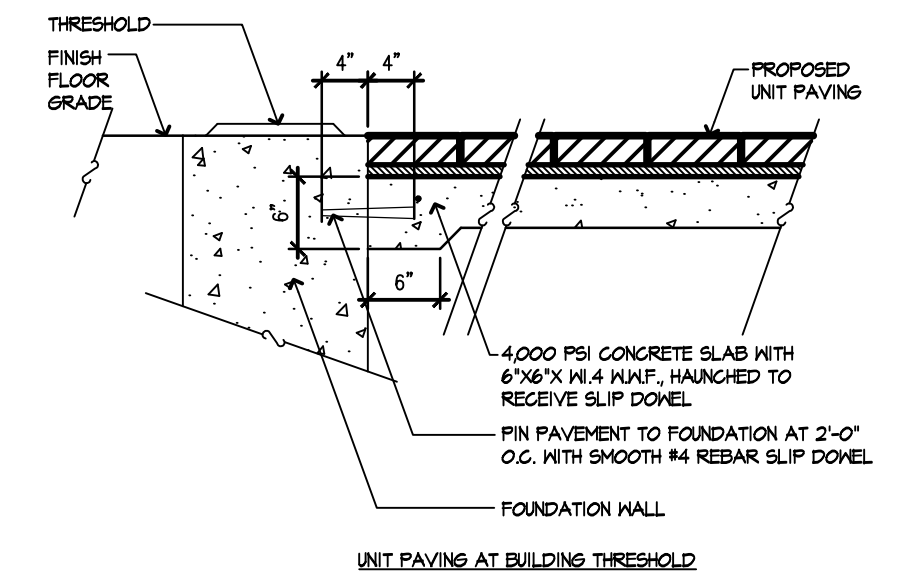
L-501



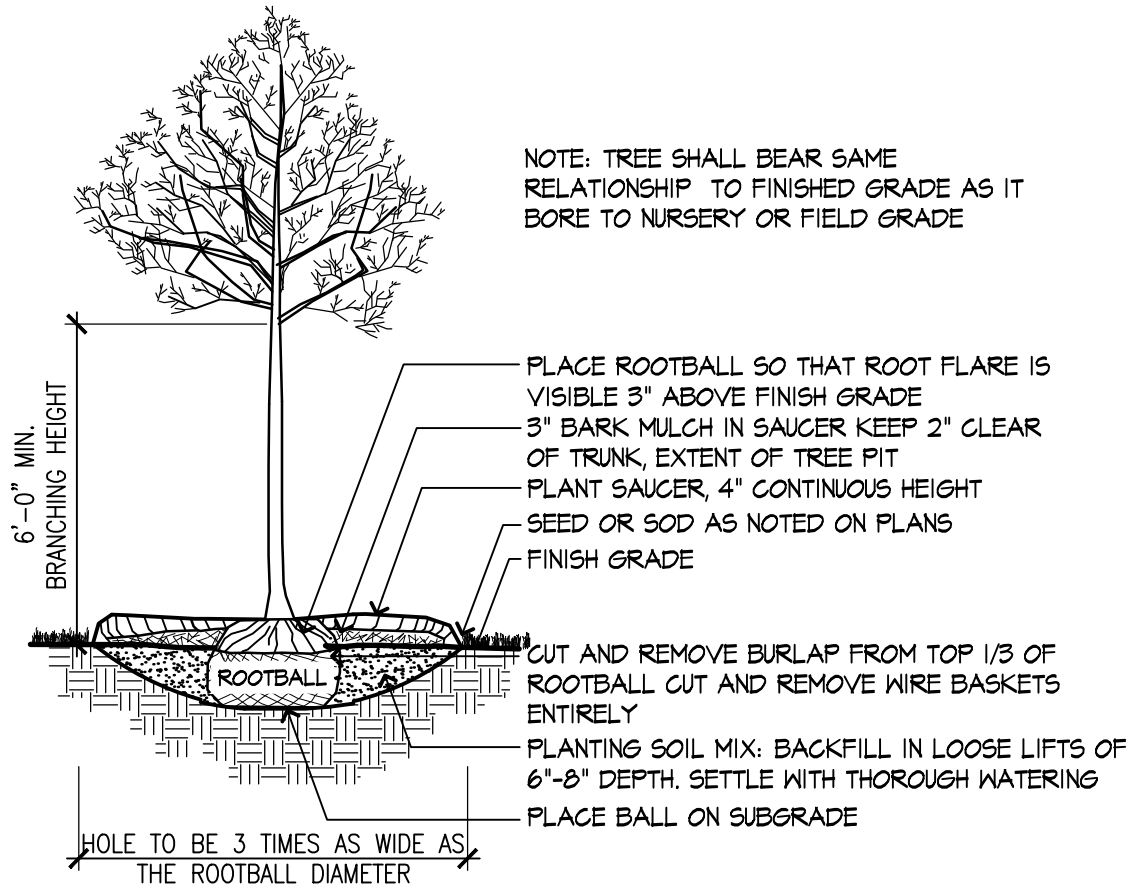
1 CEDAR BOARD FENCE
SCALE: NTS



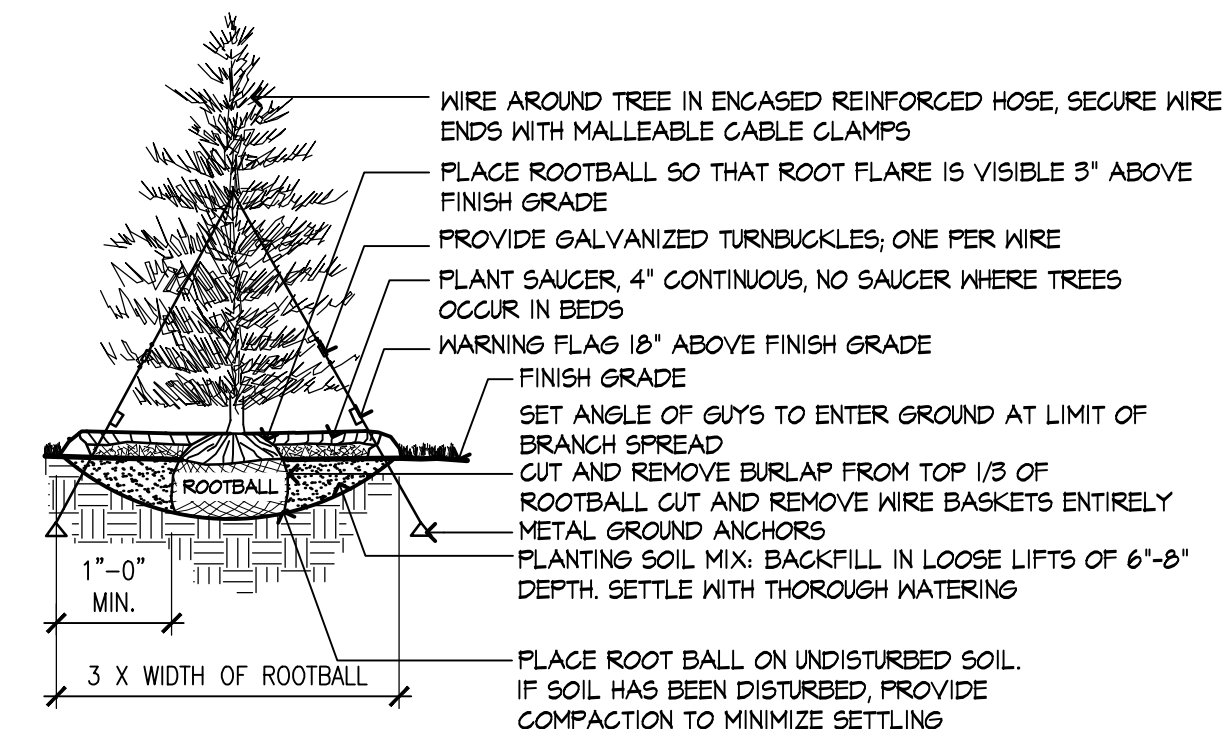
2 UNIT PAVER ON CONCRETE BASE
SCALE: NTS



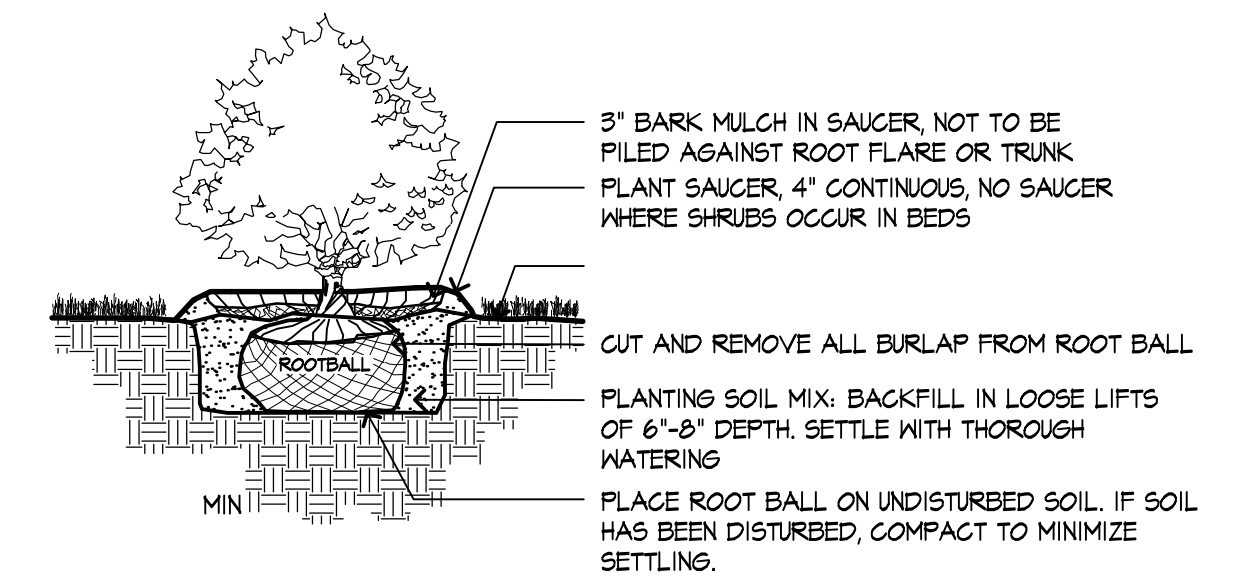
3 BOLLARD
SCALE: NTS



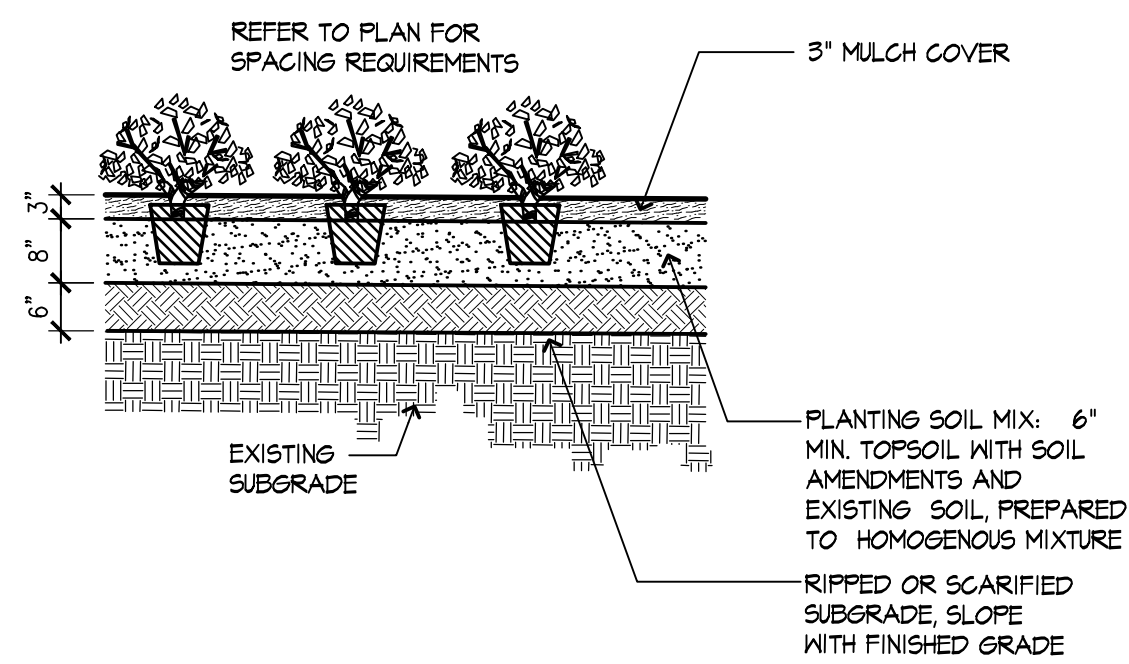
4 DECIDUOUS TREE PLANTING
SCALE: NTS



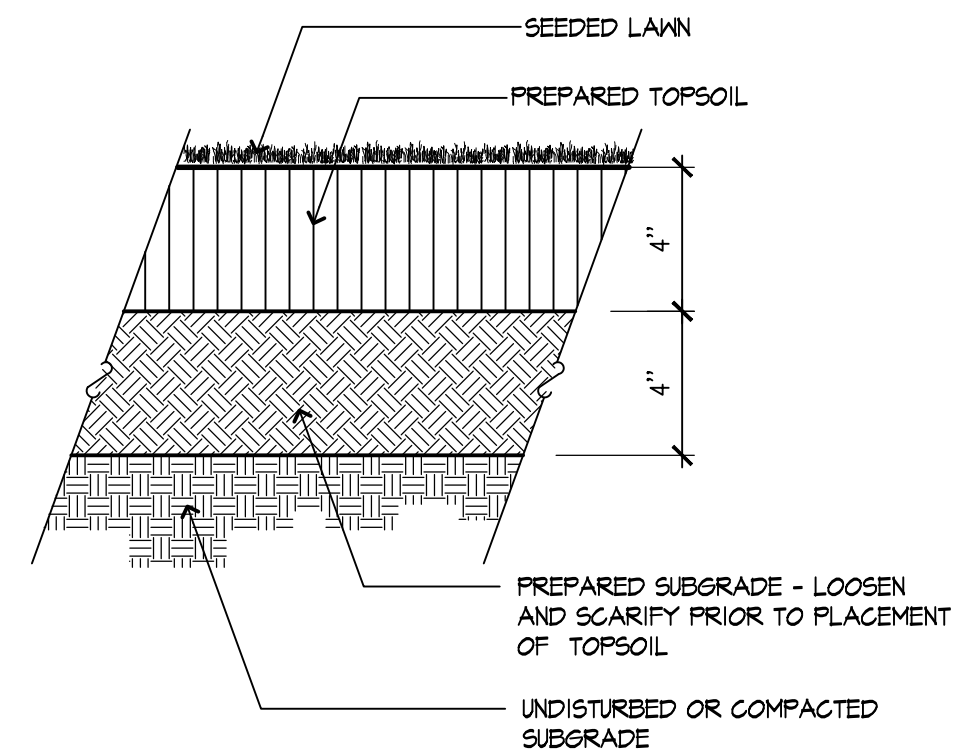
5 EVERGREEN TREE PLANTING
SCALE: NTS



6 SHRUB PLANTING
SCALE: NTS



7 GROUNDCOVER PLANTING
SCALE: 1\"/>



8 LOAM AND SEED (MEADOW MIX)
SCALE: 1\"/>

REVISIONS:



EXISTING



1 EXISTING AERIAL VIEW
SCALE: 1" = 40'-0"

PROPOSED



2 PROPOSED AERIAL VIEW
SCALE: 1" = 40'-0"

REVISIONS:



ORIGINAL ISSUE:
12/20/2021

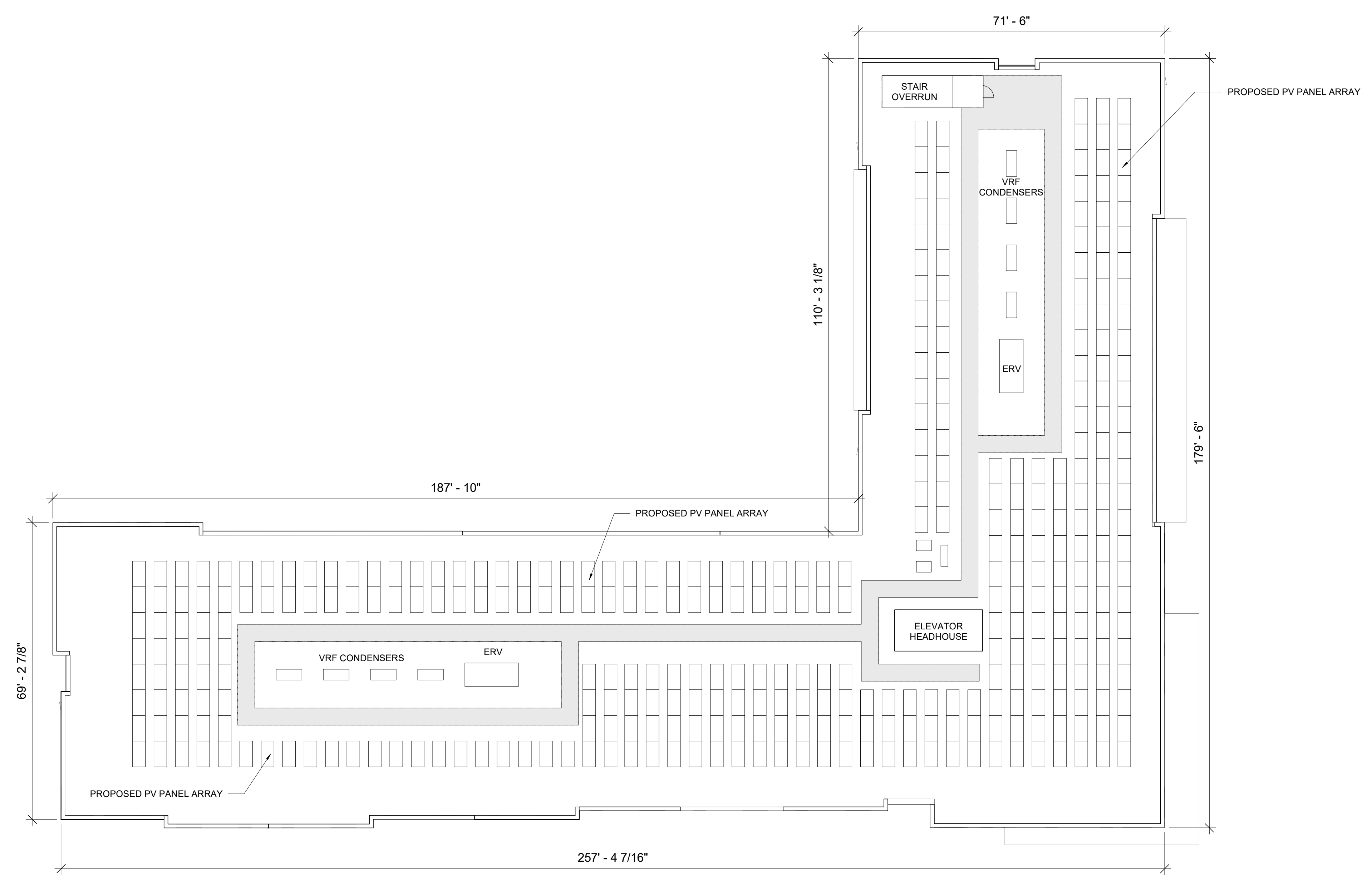
SCALE: 1" = 40'-0"

AERIAL
PHOTOS

A1-01

UNIT MIX		
	1 BR	2 BR
LEVEL 1	13	1
LEVEL 2	25	2
LEVEL 3	25	2
SUBTOTAL	63	5
TOTAL UNITS	68	

AVG SF		
	1 BR	2 BR
	636 SF	930 SF

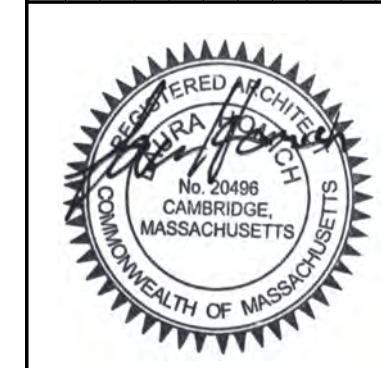


ROOF FLOOR PLAN
SCALE: 1/16" = 1'-0"



LEVEL 3 FLOOR PLAN
SCALE: 1/16" = 1'-0"

REVISIONS:



ORIGINAL ISSUE:
12/20/2021

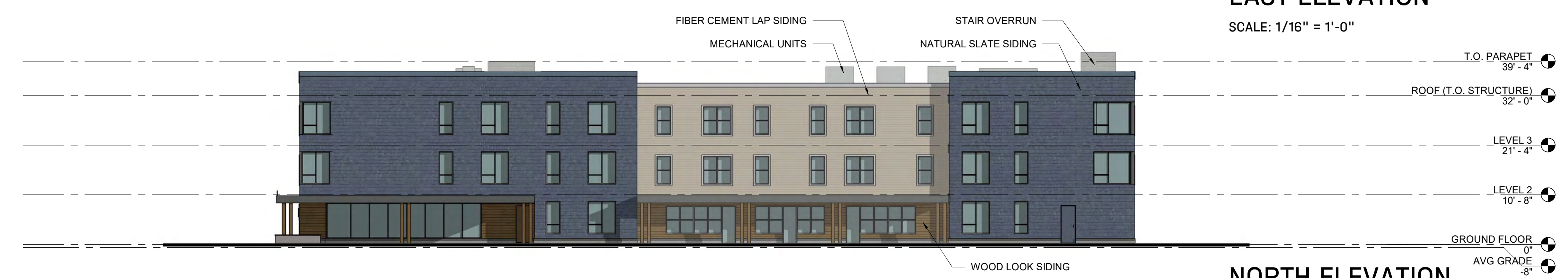
SCALE: 1/16" = 1'-0"

FLOOR PLANS



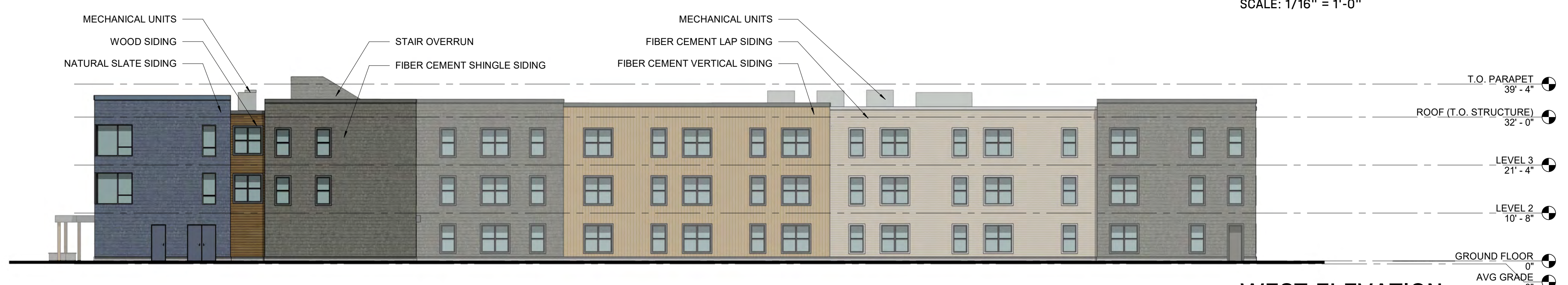
EAST ELEVATION

SCALE: 1/16" = 1'-0"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"



WEST ELEVATION

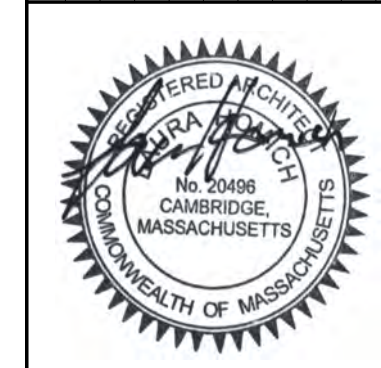
SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

REVISIONS:



ORIGINAL ISSUE:
12/20/2021

SCALE: 1/16" = 1'-0"

ELEVATIONS

A1-20

FIVE TWENTY MAIN ST. RLTY. TR; /
MARC RESNICK TR.
100 FELTON ST STE-201
WALTHAM, MA 02453

LEE, LILY
457 MAIN STREET
WALTHAM, MA 02452-6137

MCNAMARA PROPERTIES, LLC.
P.O. BOX 1238
HAMPTON, NH 03843

MCNAMARA PROPERTIES, LLC.
P.O. BOX 1238
HAMPTON, NH 03843

ERBA, ANGELINA & LUCY ANN
ERBA
15 BARTON STREET
WALTHAM, MA 02453-6008

RIZZA, JAMES T. & KARIN
(BAROUSHIAN) RIZZA
19 CONNELL ST.
NEWTON, MA 02462

AREND, PATRICIA L.
9 BARTON ST #21
WALTHAM, MA 02453

LEE, JEFFREY G.
39 WINTHROP ST.
MELROSE, MA 02176

HAYWARD, SHAUN S. & RACHEL I.
9 TOWNSEND ST
WALTHAM, MA 02453

EVERGREEN-WALTHAM RLTY. TR;
YIN LIN XIE & LI LING TR.
166 S.GREAT RD
LINCOLN, MA 01773

CENTRAL PROPERTIES DEVEL. LLC.
264 SALEM ST.
MEDFORD, MA 02155

MCNAMARA, MARY ALICE C/O
MCNAMARA PROP.
P.O. BOX 1238
HAMPTON, NH 03843
481 MAIN STREET LLC.
78 OXBOW RD. U-76-0
FRAMINGHAM, MA 01701

451 MAIN STREET, LLC.
465 WAVERLY OAKS RD S-216
WALTHAM, MA 02452-6136

SALAZAR, OBED & SARA E. LOPEZ
40 NEWTON ST.
WALTHAM, MA 02453

BARTH, AMY L.
9-1 BARTON STREET
WALTHAM, MA 02453

RUNDLETT, GAIL AKA/ GAIL I.
FINNIE
9 BARTON ST. #22
WALTHAM, MA 02453

38 NEWTON ST. LLC.
721 HUMPHREY STREET
SWAMPSCOTT, MA 01907

WALTHAM HOUSING AUTHORITY
110 POND STREET
WALTHAM, MA 02453

STENIS, PETER & JOHN
31 BERKELEY ST
WATERTOWN, MA 02472

SIEGEL FAMILY REALTY TRUST
ELLIOT SIEGEL & SANDRA KADLICK
170 OLD FORGE RD
HANOVER, MA 02339

MCNAMARA PROPERTIES, LLC.
P.O. BOX 1238
HAMPTON, NH 03843

HAYTAYAN, ALBERT
92 RAFFAELE DRIVE
WALTHAM, MA 02452

CAPELLETTI, MARZIA
21 BARTON STREET
WALTHAM, MA 02453-6008

KAIVALYA, RAFFI P & HEIDI L
42 NEWTON STREET
WALTHAM, MA 02453-6025

GARIKIPATI, NEERJA J. & SUCHET
JOSHI & KRISHNAKUMAR
9-2 BARTON ST.
WALTHAM, MA 02453

THOMAS, CATHERINE M.
9-31 BARTON STREET
WALTHAM, MA 02453

LU, JUN & XI CHEN
3 TOWNSEND ST.
WALTHAM, MA 02453

LEWIS, DAVID T. & LANA ALE;
DAVID T LEWIS FAM IRREV TR; &
19 TOWNSEND ST
WALTHAM, MA 02453

LONGHITANO, CONCETTA
22 NEWTON ST.
WALTHAM, MA 02453-6060

KOEPPER, MARK D.
24 MARIANNE RD
WALTHAM, MA 02452

CITY OF WALTHAM
610 MAIN ST
WALTHAM, MA 02452-5552

NEWTON ST. REALTY TRUST;
HIROKO LEE TR,
70 GRASSLAND ST
LEXINGTON, MA 02421

AUBE, STEPHANIE & ALAN / OLDIGES
15-1 CENTRAL ST
WALTHAM, MA 02453-5403

TRIGER, JASON
17-2 CENTRAL ST.
WALTHAM, MA 02453

WALTHAM COMMITTEE, INC.
135 BEAVER ST.
WALTHAM, MA 02452-5551

PINA REALTY TRUST, FAUSTO MELE,
TR.
242B LINDEN STREET
WALTHAM, MA 02452-6229

LEBLANC, ROBERT
23 HEARD STREET
WALTHAM, MA 02453

SONNTAG, KAI-CHRISTIAN & SILKE
KRIEGER
29 HEARD STREET #2
WALTHAM, MA 02453

MORIN, ERIC J.
27 CENTRAL ST.
WALTHAM, MA 02453-5460

ATTARDO, ALFONSO & ROSA
144 MADISON AVENUE
WATERTOWN, MA 02472

LELAND HOME FOR WOMEN
21 NEWTON ST.
WALTHAM, MA 02453-6004

LEDESMA, MARIE CHANTAL
9 CENTRAL STREET
WALTHAM, MA 02453-5403

KARLIK, ILYA
15-2 CENTRAL STREET
WALTHAM, MA 02453-5403

WALTHAM COMMITTEE, INC.
135 BEAVER STREET
WALTHAM, MA 02452-5551

CITY OF WALTHAM / SUPT OF
SCHOOLS
494 MAIN ST.
WALTHAM, MA 02452-6131

MORALES, HORTENCIA
77 MAIN ST.
WALTHAM, MA 02453-6653

SONNTAG, KAI C. & SILKE KRIEGER
29 HEARD ST. #1
WALTHAM, MA 02453

DEBARGE, CHRISTOPHER
29 HEARD ST. #4
WALTHAM, MA 02453

CONTI, JANET C.
31 CENTRAL STREET
WALTHAM, MA 02453-5460

BROOKLINE BANK
P.O.BOX 179179
BOSTON, MA 02117-9179

MELONE, JOSEPH
39-1 NEWTON STREET
WALTHAM, MA 02453-6023

LASHGARI, SOHAIL & SHEIDA F.
3 EDGAR ROAD
BILLERICA, MA 01821

15R CENTRAL ST. REALTY TR; ONIK &
MARY KOUYOUMDJIAN
17-1 CENTRAL STREET
WALTHAM, MA 02453-5403

SINGH, JAGJIT
25 CENTRAL ST.
WALTHAM, MA 02453-5403

CITY OF WALTHAM
488 MAIN ST.
WALTHAM, MA 02452-6131

BARBATO, DONALD J. & LUCILLE C.
19 HEARD STREET
WALTHAM, MA 02453-5409

KRIEGER, SILKE & KAI-CHRISTIAN
SONNTAG
29 HEARD ST #2
WALTHAM, MA 02453

RIVERIA, HECTOR & MARIA FIGEROA
33 HEARD ST
WALTHAM, MA 02453-5409

BRADLEY LIVING TRUST; DANIEL L.
& LORRAINE A.
163 RIVERVIEW AVE.
WALTHAM, MA 02453-3842

GREENWOOD, WILLIAM G. & HELEN
A. H&UX, T/E
36 CROSS ST.
WALTHAM, MA 02453-5430

LIU, JIALIN JACKY & HONGYING L
T/C
25 COLBORNE RD #2
BRIGHTON, MA 02135

WEATHERSBY, DANIEL & VERA
DUARTE
24-2 CROSS ST
WALTHAM, MA 02453

CALKINS, ELIZA R. & DILLON
RICHARD FOLEY J/T
18 -03 CROSS ST
WALTHAM, MA 02154

LUCAS, STEVEN F.
512 MAIN ST.
WALTHAM, MA 02452-6225

ROSENTHAL, ADENA S. & BENJAMIN
ZACK
21 CROSS STREET
WALTHAM, MA 02453-5413

SAAVEDRA, FIDENCIO
27-29 CROSS STREET
WALTHAM, MA 02451

SANCHEZ, DENNIS
40 CENTRAL ST
WALTHAM, MA 02453-5415

SALAZAR, RUTH YOLANDA
18 CENTRAL ST.
WALTHAM, MA 02453

FAREL, FRANCKLIN
26 CENTRAL ST
WALTHAM, MA 02453

32 CROSS STREET, LLC.
97 LOWELL ST
NEWTON, MA 02460

CAPITANI, MICHAEL & LAUREN
112 WINTER ST.
BELMONT, MA 02468

ROME, EMILY
18 -01 CROSS ST
WALTHAM, MA 02154

MAUREEN OCONNELL-SOLANO
14 CROSS ST.
WALTHAM, MA 02453-5430

9-11 CROSS ST LLC.
3 CRAIG ROAD
ACTON, MA 01720

KING, GEORGE F. JR.
23 CROSS STREET
WALTHAM, MA 02453-5413

GIRON, BYRON J. & CARMEN M.
31 CROSS STREET
WALTHAM, MA 02453-5413

SANCHEZ, DENNIS & SHIRLEY
40 CENTRAL ST
WALTHAM, MA 02453

WINDLE, CHRISTOPHER L. &
ABIGAIL I. JACOBS T/E
16 CENTRAL ST.
WALTHAM, MA 02453

30A AMORY ROAD LLC.
30-A AMORY RD
WALTHAM, MA 02453

FAN, LINGLING
32-2 CROSS ST.
WALTHAM, MA 02453-5013

CHEN, XI & JUN LU
24-1 CROSS ST
WALTHAM, MA 02153

SIVANESAN, SIVARUBAN
18 -02 CROSS ST
WALTHAM, MA 02154

504 MAIN STREET TRUST,
GIOVANNI MAIONE, TRS.
504 MAIN STREET
WALTHAM, MA 02452-5521

SYED, HUSSEIN & AISHA MUGHAL
15 CROSS STREET
WALTHAM, MA 02453-5413

GRUBBS, ROBERT A. & SUSAN M.
25 CROSS ST.
WALTHAM, MA 02453-5413

CENTRAL PROPERTIES DEVEL. LLC
264 SALEM ST
MEDFORD, MA 02155

FORTUNE, DEAN W. & SUSANNE
101 COPELAND ST
WALTHAM, MA 02451-2370

FINDLAY, GEORGE R.
10 CENTRAL ST.
WALTHAM, MA 02453

AMORY ROAD REALTY, LLC.
70 CHECKERBERRY LN.
FRAMINGHAM, MA 01702

40-46 AMORY ROAD LIMITED
PARTNERSHIP
PO BOX 75
LINCOLN, MA 01773

MISSIONARY SISTERS OF
THE SOCIETY OF MARY
62 NEWTON STREET
WALTHAM, MA 02453

LEB REALTY LLC.
1501 BEACON ST APT 1006
BROOKLINE, MA 02446

LEB REALTY LLC.
1501 BEACON ST APT 1005
BROOKLINE, MA 02446

**CITY OF WALTHAM
ZONING BOARD OF APPEALS
LEGAL NOTICE**

THE ZONING BOARD OF APPEALS OF THE CITY OF WALTHAM WILL HOLD A PUBLIC HEARING IN THE GOVERNMENT CENTER BUILDING, FIRST FLOOR AUDITORIUM, 119 SCHOOL STREET, ON JANUARY 25, 2022 AT 7:00 P.M. ON THE FOLLOWING CASE #

Petitioner: 2Life Development, Inc.

Owner: The Leland Home

NATURE OF APPEAL/PETITION: Comprehensive Permit Application under M.G.L. c. 40B, §§20-23

SUBJECT MATTER:

The Petitioner, 2Life Development, Inc., hereby applies to the Zoning Board of Appeals, pursuant to Massachusetts General Laws, chapter 40B, Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit authorizing the applicant to construct, use, and maintain 68 rental units (of which 66 will be affordable deed-restricted units that will serve households with incomes up to 60% of the Area Median Income (AMI)) (the “Project”) on land located at 21 Newton Street (The Leland Home).

The Proposed Development is more particularly described in the materials submitted simultaneously herewith, including the Waivers Lists, all of which are incorporated herein by reference and constitute the documents required to be submitted under the regulations for filing a Comprehensive Permit Application under M.G.L. c. 40B, §§ 20-23, as amended, and the regulations of the Massachusetts Department of Housing and Community Development (760 CMR 56.00).

LOCATION AND ZONING DISTRICT:

21 Newton Street is located in a Residence B Zoning District.

PROVISIONS OF ZONING ORDINANCE INVOLVED: Application pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit.

SPECIFIC RELIEF SOUGHT:

Application pursuant to Massachusetts General Laws, Chapter 40B, Sections 20 through 23, as amended, for the issuance of a Comprehensive Permit.

Further information and plans concerning this case may be viewed at the Board of Appeals Office, 119 School Street, Waltham, Massachusetts 02451. Monday to Friday 8:30 a.m. - 4:30 p.m.

ZONING BOARD OF APPEALS

Barbara Rando, Chair
Michael J. Cotton, Vice Chair
Mark A. Hickernell, Clerk
John Sergi
Glenna Gelineau

ASSOCIATE MEMBERS

Edward T. McCarthy, Jr.
Oscar L. LeBlanc
Marc S. Rudnick
Michael Squillante
Sarah Hankins

2Life Communities Services Inc.
V01997--CITY OF WALTHAM
Print As: CITY OF WALTHAM

203738
BROOKLINE BANK
Brookline-Services 6252
Date: 11/18/2021

Date	Invoice #	Reference Number	Amount Due	Amount Paid/Applied
11/16/2021	LELAND HOUSE - 20211116	PERMIT APPLICATION	\$10,000.00	\$10,000.00
Net Amount:				\$10,000.00

Page 1 of 1

2Life Communities Services Inc.
(f/k/a JCHE Services Inc.)
30 Wallingford Road
Brighton, MA 02135-4708
(617) 912-8477

BROOKLINE BANK
53-7148/2113

203738
Date: 11/18/2021

Pay To
The Order Of CITY OF WALTHAM

Ten Thousand Dollars

\$\$\$10,000.00**

CITY OF WALTHAM



AUTHORIZED SIGNATURE

⑈ 203738⑈ ⑆ 211371489⑆ 1051086252⑈