

After recording return to:

City of Somerville
Law Department
93 Highland Avenue
Somerville, MA 02143
ATT: Catherine A. Lester Salchert, Esq.

RECORDING INFORMATION AREA

SEWALL PARK MAINTENANCE AGREEMENT AND COVENANT

This SEWALL PARK MAINTENANCE AGREEMENT AND COVENANT (this “Agreement”) is by and between the CITY OF SOMERVILLE, a municipal corporation with an address of 93 Highland Avenue, Somerville, Massachusetts 02143 (the “City”), and 299 BROADWAY PROPERTY OWNER LLC, a Massachusetts limited liability company (the “Developer”). The City and 299 Broadway are each sometimes referred to herein as a “Party” and collectively, the “Parties”.

WITNESSETH:

A. Reference is hereby made to that certain City of Somerville Zoning Board of Appeals Decision in Case Number P&Z 22-092 dated February 14, 2023 recorded with the Registry in Book 82094, at Page 116, as amended (as amended, the “Comprehensive Permit”), permitting a mixed-use development to be constructed at 299 Broadway and 15 Temple, which includes the construction of a civic space at 30 Sewall Street to be known as Sewall Park on a parcel of land shown as Lot 5 on a plan entitled “Subdivision Plan of Land, Mark Development, LLC” dated March 7, 2025, prepared by Control Point Associates, Inc. (the “Subdivision Plan”), recorded with the Middlesex County South District Registry of Deeds (the “Registry”) in Plan Book _____, Plan _____ (“Lot 5”).

B. The Developer is the owner of those certain privately-owned parcels of real property situated at and known as 299 Broadway and 15 Temple Street, Somerville, Massachusetts, shown as Lot 1 on the Subdivision Plan (“Lot 1”) and Lot 2 on the Subdivision Plan (“Lot 2”), being a portion of the conveyed to the Developer by Quitclaim Deed recorded with Registry in Book 82094, Page 63.

C. Pursuant to a Land Disposition Agreement by and between the Somerville Redevelopment Authority (the “SRA”) and the Developer, the Developer intends to convey Lot 5 to the SRA in connection with funding received from the MassWorks Infrastructure Program and the Developer intends to develop Lot 5 in accordance with the Comprehensive Permit.

D. Once the Developer has completed the anticipated improvements to Lot 5 in accordance with the Comprehensive Permit, the SRA intends to deed Lot 5 to the City for permanent ownership (the “City Transfer Date”).

E. Pursuant to the Comprehensive Permit, the Parties desire to enter into this Agreement to establish the rights and obligations of the Parties related to the maintenance of Lot 5 by Developer, in its capacity as the owner of Lot 1 and Lot 2, as a publicly open civic space consistent with the requirements of the Comprehensive Permit, effective as of the City Transfer Date, all on the terms and conditions set forth herein.

F. The City Council of the City of Somerville approved this Agreement by a vote taken at a duly authorized meeting held on [_____ 2025]. A certified copy of the vote is recorded herewith and a copy of the vote is also attached hereto as Exhibit C.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

1. Developer Maintenance Obligations.

- (a) As of the City Transfer Date, the Developer, in its capacity as the owner of Lot 1 and Lot 2, shall maintain, repair and replace, at its sole cost and expense, open spaces and improvements on Lot 5, and shall be responsible for the removal of garbage and emptying of garbage cans and removal of snow and ice from the same in a manner consistent with other first class mixed-use developments in the Somerville, Massachusetts area and otherwise in accordance with Somerville standards, all as further stated in the provisions applicable to Lot 5 in the Landscape Maintenance and Management Plan, (the “LMMP”) attached hereto and incorporated herein as Exhibit A, as the same may be modified in writing by mutual agreement of the parties. The Developer shall be required to replace any previously installed improvements that are damaged with identical installations unless a materially consistent installation is approved in advance in writing by the City. The Developer shall not materially modify improvements from their “As Built” conditions unless the Developer is in receipt of approval of any required modifications to the LMMP or to the Comprehensive Permit or plans referenced in the Comprehensive Permit and an amendment to this Agreement is subsequently recorded containing the updated as built plans.
- (b) Developer’s Rights. The Developer’s rights under this Agreement shall include the right with prior notice to City, and subject to receipt of any required permits

from the City, to close portions or all of Lot 5 in order to conduct maintenance and repair activities or replacement activities consistent with paragraph (a) of this Section, or to the infrastructure within or below Lot 5 in accordance with the Easement Agreement (as hereinafter defined); provided, however, that in the instance of conducting emergency repairs, the Developer shall only be required to provide the City with such prior notice as is reasonably practicable under the circumstances. Without limiting the generality of the foregoing, any such maintenance shall be, to the extent practical, planned to permit the continued use of Lot 5 by the City and the public. The Developer shall perform all such work in a good and workmanlike manner in accordance with all applicable federal, state and local laws, rules, regulations and ordinances.

2. Insurance. The Developer shall (and/or shall cause any contractor(s) responsible for performing any work in, on or under Lot 5 to), (i) carry the types of insurance, and in the minimum amounts, listed on Exhibit B; and (ii) prior to the commencement of any work, to deliver a certificate evidencing the insurance required hereunder and naming the Developer as an additional insured on its general commercial liability policy.
3. City Maintenance Obligations. The City shall maintain and repair all public ways adjacent to Lot 5 in accordance with City standards for the maintenance of public ways.
4. Permits and Approvals. Each Party shall at all times obtain and maintain permits and approvals to the extent required by law for the exercise of such Party's rights and performance of its obligations hereunder. Notwithstanding the foregoing, if either Party is prohibited from complying with any of its obligations hereunder as a result of a City agency, department, or official denying any such required permit or approval, such Party shall not be in default of its obligations hereunder for failure to fulfill the applicable obligation. If the City determines that the Developer has failed to provide required information needed by the City in order to issue the permit, and that the Developer was notified of such failure and did not cure the failure, then the Developer shall not be relieved of the obligations to perform the maintenance obligations contained in this Agreement.
5. Comprehensive Permit and Use. The City acknowledges and agrees that the use of Lot 5 as a civic space is a requirement of the Comprehensive Permit and that, in furtherance thereof, the City's acquisition of Lot 5 shall be subject to a covenant running with the land that Lot 5 will remain dedicated to public use as a civic space as referenced in the Comprehensive Permit.
6. Existing Easements. Reference is made to that certain Easement Agreement by and between the SRA and the Developer dated _____, 2025, recorded with the Registry in Book _____, Page _____, which grants the Developer, as the owner of Lot 1 and Lot 2 as shown on the Subdivision Plan, certain easement rights across Lot 5 and to maintain and improve certain improvements within Lot 5, including easement rights

for the Developer to conduct the maintenance activities contemplated in Section 1 above.

7. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed given/received: (a) when delivered if delivered by hand; (b) the next business day after deposit with a reputable overnight courier service marked for delivery on the next business day; or (c) upon confirmation of receipt if sent by electronic mail, and addressed to the applicable Party at the following address:

If to City: City Hall
93 Highland Avenue
Somerville, MA 02143
Attn: Office of the Mayor

With a copy to: Executive Director
Office of Strategic Planning and Community
Development
93 Highland Avenue, 3rd Floor
Somerville, MA 02143

and

City Solicitor
Law Department
93 Highland Avenue, 2nd Floor
Somerville, MA 02143

If to Developer: 299 Broadway Property Owner LLC
c/o Mark Development, LLC
275 Grove Street, Suite 2-150
Newton, MA 02466

299 Broadway Property Owner LLC
c/o Beacon Communities
2 Center Plaza, 6th Floor
Boston, MA 02108
Attn: Joshua Cohen

299 Broadway Property Owner LLC
c/o Samuels & Associates
136 Brookline Avenue
Boston, MA 02215
Attention: Damien Chaviano

with copies to: **Michael Scott, Esq.**

Nutter McClennen & Fish LLP
155 Seaport Boulevard
Boston, MA 02210

Julie Stande, Esq.
Nixon Peabody LLP
Exchange Place
53 State Street
Boston, MA 02109-2835

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section. Any notice to be given by any party hereto may be given by counsel for such party.

6. Recitals. The recitals set forth above are incorporated in and made a part of this Agreement.
7. Successors and Assigns; Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall run with Lot 1, Lot 2 and Lot 5 and be binding upon and inure to the benefit of the Parties hereto, their respective legal representatives, and the successors and assigns of the Parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and may not be modified or amended in any manner other than by a written agreement signed by all Parties hereto.
8. Estoppel Certificate. Upon fifteen (15) days' prior notice, given upon the transfer, financing and/or refinancing of any portion of the Developer's Property, the City shall provide to the Developer and its purchaser or lender, as the case may be, an estoppel certificate stating, to its actual knowledge: (a) whether City knows of any defaults under this Agreement and, if so, the nature thereof; (b) whether this Agreement has been assigned, modified or amended in any way and, if so, the nature thereof; and (c) that this Agreement is in full force and effect as of the date of the estoppel certificate.
9. Limitation of Liability. No partner, member, shareholder, trustee, beneficiary, director, officer, manager, or employee of the Developer, or any partner of such parties, or any affiliate of any Party hereto, shall have any personal liability under this Agreement. In addition, no Party to this Agreement shall have personal liability under this Agreement..
10. Good Faith; Diligence. In performing the functions under this Agreement, both Parties shall act diligently and in good faith and cooperate with each other in all matters relating to the services to be provided by either Party under this Agreement. Both Parties shall furnish all information in their possession or control that either Party reasonably requests and that is reasonably necessary in connection with performing duties and services under this Agreement.
11. No Third-Party Beneficiaries. Subject to Section 9 above, none of the duties and obligations of the Developer and the City under this Agreement shall in any way be

construed as to create any liability for the Developer or the City with respect to third parties who are not parties to this Agreement.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

299 BROADWAY PROPERTY OWNER LLC, a
Massachusetts limited liability company

By: _____

Name:

Title: Authorized Signatory

Commonwealth of Massachusetts
Middlesex, ss.

On this ____ day of _____, 2025, before me, the undersigned notary public, personally appeared _____, Authorized Signatory of 299 Broadway Property Owner LLC, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document and acknowledged to me that he or she signed it voluntarily in such capacity for its stated purpose.

Notary Public

My commission expires:

By: _____
Katjana Ballantyne
Its: Mayor

By: _____
Cindy Amara
Its: City Solicitor

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Katjana Ballantyne, the Mayor of the City of Somerville, and proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:
(Official Signature and Seal of Notary)

EXHIBIT A

LANDSCAPE MAINTENANCE AND MANAGEMENT PLAN

[attached behind]

Landscape Maintenance and Management Plan (LMMP)

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1. Landscape Maintenance and Management Approach

a. **General** | 299 Broadway has been designed to:

- i. Contribute to the City of Somerville's Comprehensive plan (SomerVision) to expand the amount of publicly accessible open space in the City of Somerville.
- ii. Enhance civic life and everyday use: The open space provides ample flexible seating, gathering areas, and shade. Paving materials and furnishings were selected for durability and comfort, while the layout accommodates both quiet respite and active use by residents and visitors.
- iii. Support public engagement: A combination of lush planting beds, integrated seating, and a strong framework for seasonal programming fosters public engagement. Planting design encourages immersion, with layered vegetation and sensory interest throughout the year.
- iv. Public safety for all users: Sight lines throughout the plaza have been considered, and porosity of the space a goal of the plan. Working in close cooperation with the City of Somerville Police Department as appropriate, there will be a commitment to ensuring safety and security within the easement areas (the Civic Plaza, Mews, and Temple Passage) 24/7/365 and civic space (Sewall Park) during regular park hours (TBD) pursuant to Section 12-48 of the Somerville Code of Ordinances, while ensuring the park is welcoming and accessible to all.
- v. Promote environmental resilience: Stormwater management is integrated through paving systems and soil cells that support healthy tree growth. Trees and shrubs are strategically placed to enhance canopy cover and reduce heat island effects.
- vi. Support the health and well-being of all users: Plant selection emphasizes native plants and hardy ornamental cultivars to prevent pests and the use of harmful chemicals, especially where they may contact people or wash off in surface water. Pest, weed, and disease problems that arise are managed through "Integrated Pest Management" (IPM) methods described below. Best practice decisions will be made when prioritizing the health and safety of the public and the long-term maintenance and preservation of the civic spaces.
- vii. Ensure accessibility and functionality: Materials and design elements are selected for ADA compliance and long-term durability. Regular inspections and prompt repair of paved surfaces, furnishings, and lighting will ensure the space remains functional and welcoming.

2. Landscape Maintenance and Management Areas

- a. **General** | The 299 Broadway project introduces a vibrant network of new public open spaces designed to support civic life, community interaction, and urban greening. The public realm includes a Civic Plaza along Broadway that functions as a social hub, with generous tree canopy, flexible seating, and opportunities for outdoor café zones adjacent to active retail frontages. A newly constructed Sewall Park offers a lush landscape experience with immersive planting and a variety of play features for children. These two spaces are connected by a walkable, pedestrian-oriented Mews that weaves through the site, enhancing connectivity and creating moments for gathering, rest, and movement. Together, these public spaces serve a wide range of users and integrate hardscape, softscape, and furnishings in a way that supports both everyday use and programmed activity. The following sections outline specific maintenance and management considerations for each publicly accessible space. Note that the plans are intended to be guidelines, and may change as needed in the future in coordination with and as approved in advance by the City of Somerville's Public Space and Urban Forestry Division (PSUF):

- b. **Important Feature Areas**

- i. **Planted Area**

1. Summary Description | The planting design at 299 Broadway enhances the public realm and private courtyards with a mix of native and adaptive species that support urban resilience, seasonal interest, and ecological function. Across the site, plantings are tailored to each space's character and use.

In the civic plaza, canopy trees, ornamental understory species, and layered perennial beds provide shade, soften hardscape edges, and define seating and café areas.

Sewall Park features a diverse mix of trees, shrubs, grasses, and perennials that frame play zones and walking paths while supporting habitat and stormwater function.

The Mews acts as a green connector with tree-lined walkways and shade-tolerant groundcovers that unify the plaza and park.

Plant selection throughout the site emphasizes durability, low maintenance, and adaptability to site conditions. Soil health, irrigation, and seasonal upkeep will be key to long-term plant performance.

2. Management Considerations | Provided the proper establishment of new ground cover and trees will be important to their growth and long-term maturity, pruning should be performed to encourage a high-branch structure. Trees in these areas have not been planted for screening purposes abut instead to promote pedestrian level sightlines.
 3. Visual Diagram |



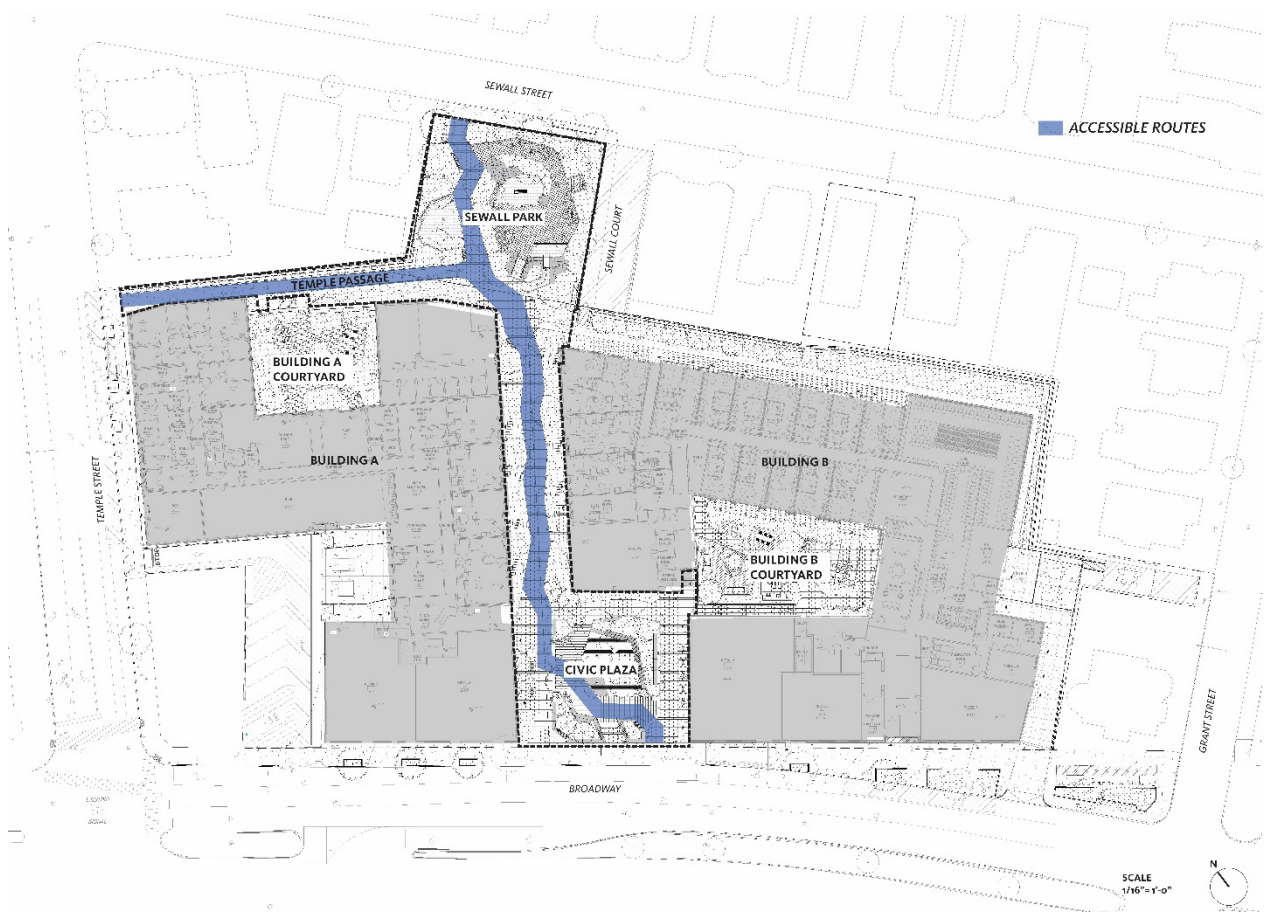
Planted Areas with representative diagram of tree locations (intended to show planned tree selection or similar planting)

Note: Species and location are subject to revisions/updates following coordination with and prior approval by PSUF

Plan Dated: June 26, 2025

ii. Accessible Routes – Public Access

1. Summary Description | Accessible routes connect all major open spaces at 299 Broadway, including the Civic Plaza, Sewall Park, Mews, and Temple Passage, ensuring seamless ADA and MAAB compliant access to building and courtyard entrances, gathering areas, and key pedestrian links. The existing MBTA bus stop, now relocated along the Broadway frontage adjacent to the Civic Plaza, has been considered in the design to maintain clear and accessible circulation around its location.
2. Management Considerations | These areas should be considered priority maintenance areas and should be routinely monitored and maintained free of obstructions to provide for the free movement of users across them. In practice, these areas, coupled with points of ingress/egress to the adjacent building for life-safety purposes, would represent those areas to be cleared of snow first, or as early as possible based on snow removal logistics. Any severely damaged or uneven walking surfaces that impact walkability should be promptly repaired to maintain compliance with ADA and MAAB accessibility standards.
3. Visual Diagram |



Accessible Routes – Public Access

Plan Dated: June 26, 2025

iii. **Play Elements**

1. **Summary Description** | Play elements at 299 Broadway are located primarily in Sewall Park and the Civic Plaza, offering a variety of interactive and engaging experiences for users of all ages. In Sewall Park, a collection of nature-based play features is designed to be both educational and ecological, encouraging exploration and imaginative play. All play equipment is installed with appropriate fall zones and safety surfacing, including poured-in-place rubber. Two civic swings are located in the center of the Civic Plaza, providing playful, flexible seating that invites informal use by both children and adults and contributes to the social atmosphere of the space.
2. **Management Considerations** | Play elements should be routinely inspected to ensure safety and functionality. In Sewall Park, nature play features and rubber surfacing must be monitored for wear, damage, graffiti, or tripping hazards. Civic swings in the plaza require regular checks of hardware, suspension points, and surrounding paving to maintain safe use. All play areas must comply with safety standards, and any issues should be addressed promptly. Snow removal should be done carefully to avoid damaging play surfaces or equipment.
 - a. In the case of damage and replacement of play elements, PSUF shall be contacted and notified in writing prior to replacement, except in the case of an emergency. Play elements will be replaced with identical features if available per manufacturer specifications unless otherwise approved by PSUF. Any situation presenting a public safety hazard will be addressed promptly and communicated within five (5) business days with the Director of PSUF.
3. **Visual Diagram** |



Plan Dated: June 26, 2025

iv. Surfaces & Integrated Site Features

1. Summary Description | Surfaces and integrated site features at 299 Broadway include a range of permanent elements that define circulation, gathering areas, and seating throughout the Civic Plaza, Sewall Park, the Mews, and Temple Passage. Materials include concrete unit pavers, permeable paving, stone bands and thresholds, poured-in-place rubber surfacing, CIP concrete paving, stone and concrete curbs, metal edging, and timber decking. Built-in features such as reclaimed stone seat walls, gabion walls with timber caps, stacked boulders, built-in timber benches, and timber platform seating provide both functional and aesthetic enhancements to the public realm. Together, these elements shape the circulation, gathering, and social spaces across the Civic Plaza, Sewall Park, the Mews, and Temple Passage.
2. Management Considerations | All surfaces and integrated site features should be routinely inspected and maintained to ensure safety, performance, and longevity.
 - a. **Paving:** For permeable pavers, proper removal of sediments and associated pollutants occurs when permeable unit pavers are cleaned regularly. Maintain permeable pavers with regular cleaning, annual vacuuming; inspect all paving for cracks, spalling, settlement, and trip hazards. Periodically add sand

joint material to replace material that has shifted over time. Keep landscaped areas in the vicinity of the pavers well maintained to prevent soil from being transported onto the pavers. During snow removal maintenance, use equipment and techniques that are appropriate for permeable pavers.

- b. **Rubber Surfacing:** Keep clean and check for damage, graffiti, or lifting edges, especially in play areas.
- c. **Timber Elements:** Clean, reseal, and inspect decking, benches, and platform seating for rot, splintering, and loose fasteners.
- d. **Stone, Gabion, and Boulders:** Check for movement, surface erosion, or damage. Gabion cages and timber caps must remain secure.
- e. **Edging and Curbs:** Inspect raised stone, concrete, and metal edging for stability and signs of corrosion, displacement, or undermining at edges.
- f. **Lighting:** Pole lights and integrated fixtures should be regularly tested for functionality. Replace components as needed to maintain safety and visibility. Light fixtures will be monitored and kept in a state of repair such that no more than ten percent (10%) of all light fixtures within the easement areas and civic spaces are out at one time. Light fixtures that serve a safety or security function within the Civic Plaza, Mews, Temple Passage, and Sewall Park will be replaced within 5 business days, as parts allow. Lighting systems will be monitored and maintained to conserve electricity while maintaining the intended design and safety function within the civic spaces. Light fixtures will be cleaned and surface areas refinished on a regular preventative maintenance schedule consistent with manufacturer's recommendations.
- g. **Stairs and Ramps:** Inspect stone stairs and concrete ramps for surface wear, cracking, or settlement. Ensure tread edges, transitions, and slopes remain in compliance with ADA and MAAB standards.
- h. **Railings:** Inspect metal handrails at stairs and ramps, as well as all fencing at the courtyard, partitions, and site perimeter walls, for stability, rust, and loose fasteners. Recoat or repair as needed to maintain safety and preserve finish.

3. Visual Diagram |



Plan Dated: June 26, 2025

v. Site Furnishing

1. Summary Description | Site furnishings at 299 Broadway include both movable and fixed elements that support comfort, accessibility, and public use across the Civic Plaza, Sewall Park, and the Mews. These include tables and chairs, benches, lounge furniture, a seasonal water fountain / bottle filler station, and other seating elements to be detailed in this document, as well as city-standard trash and recycling receptacles, bike racks, community bulletin board, and sign posts. These furnishings enhance the usability of the open spaces while contributing to the character and flexibility of the public realm.
2. Management Considerations | All site furnishings should be regularly inspected for cleanliness, damage, and proper placement.
 - a. Movable furniture (e.g., tables and chairs at Sewall Park, lounge chair at Civic Plaza) should be stored seasonally as needed and repositioned to avoid blocking accessible routes or circulation paths.
 - b. Mounted or fixed furniture, including benches and lounge seating, should be checked for wear, vandalism, and structural stability. Fixed benches and seatwalls should be washed down periodically. Cleaning products will be used which have minimal detrimental environmental effects and in a manner that is consistent with manufacturer's specifications.
 - c. Trash and recycling bins to be emptied regularly and kept clean. Damaged units should be replaced with city-standard components. Litter and debris will be picked up on a regular basis, keeping all planting and lawn areas, hard surfaces and other improvements in a clean, well-kept appearance at all times. Collected trash will be removed from the Civic Space and not stockpiled overnight anywhere within the civic spaces.
 - d. Bike racks should remain securely anchored and clear of obstructions.
 - e. Water fountain / bottle filler stations must be cleaned and winterized as required. Inspect for leaks or mechanical issues and coordinate repairs as needed. A thorough blow out/shut down of all elements of such water bottle filler and/or water fountains will be carried out on a systematic schedule each Fall by Professional Staff. When turned back on in the Spring, all water bottle filler and/or water fountain components will be fully inspected and tested and any malfunctioning elements will be repaired.
 - f. Once identified, graffiti will be removed as soon as practicable.
3. Visual Diagram |



Plan Dated: June 26, 2025

3. Landscape Maintenance and Management Service Schedule

a. **General** | Task types and frequencies are as follows:

i. General Management

1. Litter and Recycling Pickup
2. Permeable Unit Paver: Proper removal of sediments and associated pollutants occurs when permeable unit pavers are cleaned regularly.
 - a. Vacuum sweep unit pavers and properly dispose of removed material.
 - b. Periodically add sand joint material to replace material that has been transported over time.
 - c. Keep landscaped areas in the vicinity of the pavers well maintained to prevent soil from being transported onto the pavers.
 - d. Monitor pavers after large storms to ensure they are draining properly.
 - e. Inspect pavers annually for signs of deterioration or spalling
 - f. During snow removal maintenance, use equipment and techniques that are appropriate for permeable pavers

ii. Communication Plan

1. The property manager will meet on an as-needed basis to discuss any matters that may require PSUF approval and to address any maintenance concerns.
2. The Developer Team agrees to provide any property manager, landscaper, and/or contractor that is performing any maintenance obligations a copy of this LMMP.
3. The following activities shall require the prior written approval of PSUF and receipt of any required City permits:
 - a. Removal of any trees; all public trees are subject to Somerville's City Tree Preservation Ordinance, and all removals must be reviewed and approved by PSUF unless part of an emergency removal.
 - b. Use of pesticides (insecticides, herbicides, fungicides)
 - c. Closure of any park areas other than for normal repairs and maintenance
 - d. Closure of any park areas other than for normal repairs and maintenance
 - e. Addition of new permanent signage
 - f. Other than normal routine repairs and maintenance tasks that changes previously approved equipment, furnishings, or park use in any material manner
 - g. Any improvements to Sewall Park, the Civic Plaza, and the Mews that materially differ from approved plans
 - h. Any subsurface utility work, except for emergencies. Appropriate City contacts will be alerted in the case of emergency work as soon as practicable under the circumstances, including ISD and Engineering.
 - i. Movable furniture and elements can be replaced without the need to obtain the approval of PSUF. Updates to furnishings and other site elements must be approved by the Director of PSUF.
 - j. In the case of emergency, policing in the civic spaces is performed by the City of Somerville Police Department. For emergency assistance, call 911.

iii. Landscape Maintenance

1. Weeding | Remove weeds and undesirable plants, including invasive species, around trees and in plant beds and planted areas to reduce competition, maintain aesthetics of the site, and

promote optimum plant health.

- a. Only hand-weeding is allowed. No herbicides or other chemicals shall be used.
- b. Weeding may include the removal volunteer trees less than 2 inches in diameter. Whenever possible, below ground portions of the volunteer trees shall be removed in addition to the aboveground portions. When the roots cannot be removed or they would compromise other plants' health, the stems should be cut as close to the ground as possible.
- c. Where long-term weed suppressing is critical, planting beds will be spread with a 2 to 3-inch layer of composted leaf mulch or natural mulch in Spring and as necessary. Raked fallen leaves can be considered mulch in ornamental flower beds.
- d. No weed fabric will be used.
- e. The application of pesticides is NOT allowed without prior written approval from PSUF. The maintenance team shall provide specifications and applicable applicator licenses to PSUF as part of obtaining such approval. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments may include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

2. Mulching | Seasonal mulching of plant beds:

- a. Mulch shall be applied to trees and shrubs for moisture retention in soil, abatement of dust and weeds, and for nutrient enrichment of the soil.
- b. Apply a three-inch layer of mulch (after settlement) around trees, tapering towards the trunk. Do not cover the crown of herbaceous plants, and thin mulch towards the root flare of woody plants, keeping an approximate 6" away from tree trunks. Mulch should NOT come in contact with the trunk of the plant or the root flare whenever possible. "Volcano" mulching is strictly prohibited.
- c. Mulch shall be high quality, coarse-grade, premium bark mulch approx. 15 mm minimum length consisting of clean organic plant material. Mulch shall conform to the following:
 - i. Mulch must be a uniform, natural wood color without dye.
 - ii. Must not have an unpleasant odor.
 - iii. Must be free of dirt, insects, disease, and extraneous debris that would be harmful to the trees being planted.

3. Trees, shrubs, and ornamental plant bed care:

- a. An accurate inventory of all trees, including their location, date planted, and health will be maintained and updated as needed.
- b. All plant beds will undergo continual assessment and maintenance to determine needs related to overall plant health, and to add/divide/remove plant material where needed.
- c. All beds will be pruned, deadheaded, and weeded on a regular basis to maintain a neat appearance and to promote optimum plant health.
- d. Plant material will be replaced when it has ceased to provide ornamental value or is determined to be in an irreversible state of decline. Plant species will be replaced with identical species.

Plant species can only be changed if the species are native to the Eastern United States, are known to have pollinator value, and are a good fit with current site conditions. PSUF must approve the inclusion of any species that are not native to the Eastern United States. A new plant list will be provided to PSUF with any alterations to the planting plan.

- e. Plant beds will be cleared of all trash on a continual basis.
- f. In Fall and/or Winter, perennial plant foliage will be left for seasonal interest. Where a neat appearance is required, foliage will be cut to 6-18" tall along the edge of the bed, NOT to the ground.
- g. In the case of tree death or need for removal, the Tree Warden or Deputy Tree Warden must be contacted to obtain approval for replacement (trees@somervillema.gov). PSUF shall be notified in writing fourteen (14) days prior to any tree maintenance, except in the case of an emergency. Trees will be replaced with identical species unless otherwise determined by PSUF through the tree removal process.
- h. Tree removal will occur promptly in cases related to public safety. Other removals and replacements will be scheduled in line with the appropriate season.
- i. All trees will be monitored on a routine basis for broken limbs or damage, and any such broken limbs or damage will be addressed as soon as practicable to prevent further injury to the overall tree health. Any situation presenting a public safety hazard will be addressed promptly and communicated within five (5) business days with the Tree Warden or Deputy Tree Warden (trees@somervillema.gov).
- j. Because the tree root zone is critical to the overall health of trees, vehicles, material storage, equipment, or heavy pedestrian/dog traffic shall NOT be allowed inside the dripline.
- k. Seasonal pruning of trees: All tree pruning work will conform the City's latest Tree Health specifications and the latest revision of the American National Standards Institute (ANSI): Standard A300, developed by the Tree Care Industry Association. All tree maintenance must be approved by the Tree Warden or Deputy Tree Warden prior to the beginning of the work. Email trees@somervillema.gov to obtain approval. Tree pruning work may include any or all of the following:
 - i. **Young Tree Training:** pruning of young trees to correct or eliminate weak, interfering, or objectionable branches to improve structure. These trees can be up to 20 feet tall and can be worked with a pole pruner by a person standing on the ground.
 - ii. **Crown Cleaning:** selective removal of dead, dying, damaged, diseased, and broken branches from the tree crown. Shall include removal of all deadwood >2" diameter.
 - iii. **Canopy Thinning:** selective removal of live branches to provide light or air penetration through the tree or to lighten the weight of the remaining branches.
 - iv. **Crown Raising:** selective removal of lower branches from a tree crown to provide clearance. Trees impeding vehicle or pedestrian traffic should be raised up at least 13 feet over streets and 8 feet

over sidewalks. Trees obstructing control devices (stop signs, yield signs, and traffic lights), as well as building entrances and signage, should be trimmed to allow for adequate visibility.

- v. **Structural Pruning:** pruning to develop strong tree structure. This includes maintaining a dominant leader by reducing the length or removing any competing leaders, suppressing growth on branches with bark inclusions, ensuring appropriate spacing of main branches along a dominant trunk, and keeping all branches less than one-half the trunk diameter.
- vi. **Aesthetic pruning:** selective removal of downward growing limbs, limbs growing backwards toward the trunk, and other limbs that are making the tree unsightly.
- vii. Pruning of crossing or rubbing limbs.
 - l. Pruning Methods
 - i. Trees will receive regular maintenance pruning by Professional Staff as needed to promote optimal tree health and to eliminate potential hazards to public safety. For public safety, branch height will be maintained to a minimum of 7 feet above all walking surfaces. PSUF shall be notified in writing fourteen (14) days prior to any major tree maintenance wherein damage to trees or pruning of large branches may impact tree health, except in the case of an emergency. Tree maintenance must be approved by the Tree Warden or Deputy Tree Warden prior to beginning the work (trees@somervillema.gov).
 - ii. Pruning of trees shall be performed only by an ISA Certified Arborist
 - iii. Never prune more than 20% of a tree's canopy in the same season.
 - iv. All pruning cuts shall be made as close as possible to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached. High quality professional grade hand pruning tools shall be used so that clean cuts will be made at all times; all tool blades shall be sharp, clean and sterilized before cutting.
 - v. Do not alter the habit of the tree by "heading back" branches; never cut central tree leaders.
 - vi. All branches too large to support with one hand shall be precut to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.
 - vii. Treatment of cuts and wounds with wound dressing or paints is prohibited.
 - viii. Equipment that will damage the bark and

cambium layer shall NOT be used on or in the trees. For example, the use of climbing spurs (hooks or irons) is not an acceptable work practice for pruning operations on live trees.

- ix. All cut limbs shall be removed from the crown upon completion of the pruning. Clean-up of branches, logs, or any other debris resulting from any tree pruning shall be promptly and properly accomplished.
- x. The work area shall be kept safe at all times until the clean-up operation is completed. Under no condition shall the accumulation of brush, branches, logs, or other debris be allowed upon a public property in such a manner as to result in a public hazard.
- xi. Reserve structural pruning (for form) for mid-summer after leaves have fully developed.

m. Seasonal pruning of shrubs:

- i. Prune to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks.
 - ii. Allow the shrubs to grow in their natural form to their mature sizes expected of the plant variety.
 - iii. Do not shear shrubs into topiary (shapes).
 - iv. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut.
 - v. Any shrub found to be dead or missing shall be replaced with plant material of identical species at the building property owner's expense.
- n. Contact PSUF if educational signs are needed to inform the public about pollinator-friendly landscaping practices.

4. Seasonal Tasks

a. Leaf Collection |

- i. In Fall, leaves may be raked into plant beds for mulch (unshredded) or can be removed off site. If a neat appearance is required, leaves may be raked into the center of plant beds to leave a leaf-free edge.
- ii. Rake or shred by mower and blow leaves into center of plant bed areas for mulch
- iii. Remove thicker accumulations from property and dispose of off- site

iv. Leaf Blowers

- 1. The commercial use of leaf blowers is regulated in the Somerville Code of Ordinances Division 3, Section 9-120. Attached as Exhibit C. Leaf blower use shall be performed in a manner consistent with the regulation.
- 2. Operators of leaf blowers must comply with all City Ordinances and Permits: Article VII – Offenses Against Public Peace.

b. Spring Cleanup |

- i. Stalks from past years' growth will be left or if trimming is necessary along edges or to clear walkways, they will be cut to 6-18" tall, NOT to the ground. Ornamental grasses may be trimmed back earlier than May 1st while leaving as much of the crown or "skirt" intact as possible.
 - c. Snow Removal | The clearing of snow is regulated in the Somerville Code of Ordinances Section 12-8 & 9, attached as Exhibit D. Snow clearing shall be performed in a manner consistent with the regulation.
 - b. Schedule | a Maintenance Schedule is attached as Exhibit B.
4. Integrated Pest Management (IPM) – Weeds, Insects, and Diseases
- a. **General** | The Owner strongly encourages environmentally sensitive maintenance practices. The intent is to prevent any pesticide (including herbicide) applications through healthy landscape management practices.
 - b. **Monitoring and Practices**
 - i. Professional Staff shall visually inspect all landscape areas once weekly from April through September, and once monthly from October to March to identify potential pest problems. Pest problems include insect, disease, and weed/invasive plant species infestations. The presence of pests does not necessarily mean there is a problem that must be addressed. Professional Staff shall keep written records of pests identified and areas where problems may be developing.
 - ii. As part of the organic landscape program, NO toxic chemical products (i.e. toxic pesticides, fungicides or herbicides) will be used in Civic Space 1. In the instance that other methods of pest control are proven ineffective, pesticides may be considered as a last resort and only with approval from PSUF. Any product containing neonicotinoids or other chemical applications detrimental to beneficial insects are expressly prohibited.
 - iii. Treatment of any pest problem will be designed to address each infestation or disease on an individual basis after professional determination of the acceptable level of tolerance.
 - iv. Rodent control in Civic Space 1 will focus on prevention through community education. Efforts will focus on developing effective trash management practices, engaging abutters and park users to minimize food waste, in addition to rigorous trash management efforts.
 - v. Civic spaces will be regularly monitored for evidence of rodent activities and control measures implemented promptly. Baiting will be limited, carefully controlled, and undertaken in cooperation with PSUF and the City's Environmental Health Coordinators.
 - c. **Treatments** | IPM is an approach to pest control that utilizes regular monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, and educational tactics to keep pest numbers low enough to prevent unacceptable damage or annoyance.
 - i. Additional treatments, such as pesticide applications, are made only when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage.
 - ii. Treatments are not made according to a predetermined schedule.
 - iii. Treatments are chosen and timed to be most effective and least-hazardous to non-target organisms and the general environment. Contractor shall consider least-toxic chemical applications only as a last resort and only after other methods of control are proven ineffective.
 - iv. Herbicides, pesticides and other chemicals shall NOT be used without explicit permission from City Tree Warden or Deputy Tree Warden. Email trees@somervillema.gov to obtain approval.

1. Upon City approval, herbicides and pesticides will need to and comply with the public park requirements as outlined in the Native Species Ordinance, X. - NATIVE PLANTING ORDINANCE | Code of Ordinances | Somerville, MA | Municode Library
- d. **Weed Control for Trees, Shrubs, and Groundcovers** | Weeds in planted areas, sidewalks, or pavement shall be removed as the weeds emerge. Weeds shall be removed and disposed of in accordance with the methods described above.
- e. **IPM Steps and Methods** | Integrated pest management is an effective and environmentally sensitive approach to pest management that relies on common-sense practices.
 - i. Prevention is the first step and has been assumed in the selected species planted at the 299 Broadway.
 - ii. Monitor and Identify pests, weeds, and understand their life cycle.
 - iii. Do not take immediate action, but instead set action thresholds, and tolerate some damage.
 - iv. Monitor identified areas regularly and maintain records of observations.
 - v. When action thresholds are exceeded, implement a control method with the least impact on surrounding non-target areas. Use spot application of least toxic chemicals practicable through spot application as a last resort.
 - vi. Keep records of employed control methods and results to inform adapting practices over time.

5. Water Service, Drainage, and Irrigation

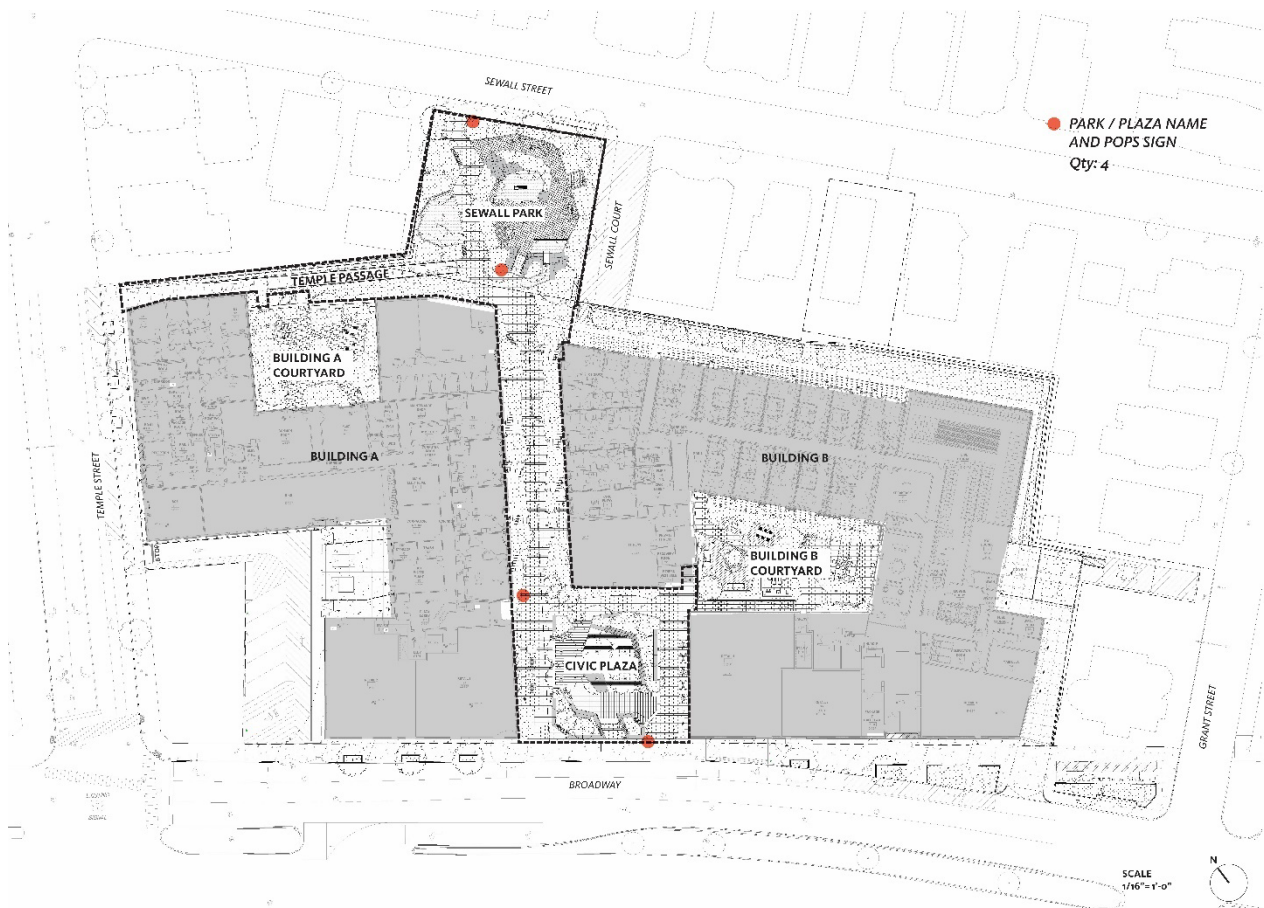
- a. **General** | The 299 Broadway has been designed with outdoor water use reduction in mind. It has been planned to utilize less water through species selection and efficiency in the irrigation system, which uses drip irrigation and smart controllers.
 - i. Catch basins will be kept clean and debris will regularly be removed. Sumps will be cleaned out at least once per year to maintain unrestricted drainage.
 - ii. Visual Inspections | Moisture levels around all ornamental plants inclusive of trees, shrubs, perennials, and ground covers should be monitored periodically. Seasonal inspections of the system should include the following:
 1. Ensure drip irrigation is functioning properly and water distribution is even as intended.
 2. Control for any visible runoff onto hard surfaces, correcting at source as soon as possible.
 3. Ensure sufficiency of drip-system run time for adequate saturation of the root zone, avoiding shorter, multi-start runs.
 - iii. Maintenance (Startup and Shutoff)
 1. Start-up
 - a. Turn on water source
 - b. Program control clock
 - c. Start-up system, test all zones
 - d. Adjust all heads and repair drip tubing as necessary
 2. Shutdown
 - a. Shut-off water source
 - b. Turn off controller and unplug
 - c. Blow out lines and valves using air compressor regulated to 50 PSI max.
 - d. Drain residual water between irrigation system and RPZ.
 3. System Repair
 - a. Observed damage or system failure requiring repair should be remedied by shutting off the damaged part of the system. Hand watering may be necessary in these areas depending on the duration

of the repair.

- b. Invasive repair that would damage or compromise plantings should not proceed until troubleshooting methods identified in the user manual have been investigated.
- c. Repair to the system should be identical to the original installation unless an alternative method that would result in lower future maintenance costs, less frequent breakage, or an increase in public safety is authorized by the owner's representative.

6. Public Open Space Signage

- a. All permanent signage to be erected within or on Civic Space 1 and Sewall Park shall be reviewed and approved in advance by PSUF. It shall conform with the standards set forth in the PSUF's Park Specifications Handbook, as the same may be amended or modified from time to time.
- b. At least one (1) of the signs erected in the civic spaces (Civic Plaza and Sewall Park) shall include (i) the name of the neighborhood park, (ii) the contact information for the property manager retained on behalf of the developer to operate and maintain the civic spaces, (iii) a statement that the civic spaces open to the public and (iv) general rules and hours of operation pursuant to Section 12-48 of the Somerville Code of Ordinances.
- c. Location | As a public open space, the civic spaces are signed in accordance with the City of Somerville Park and Playground Signage Standards and Specifications. There are two instances of Park Name + Public Open Space (POPS) Signs located at points of entry to Sewall Park and Broadway Pocket Park as shown below.



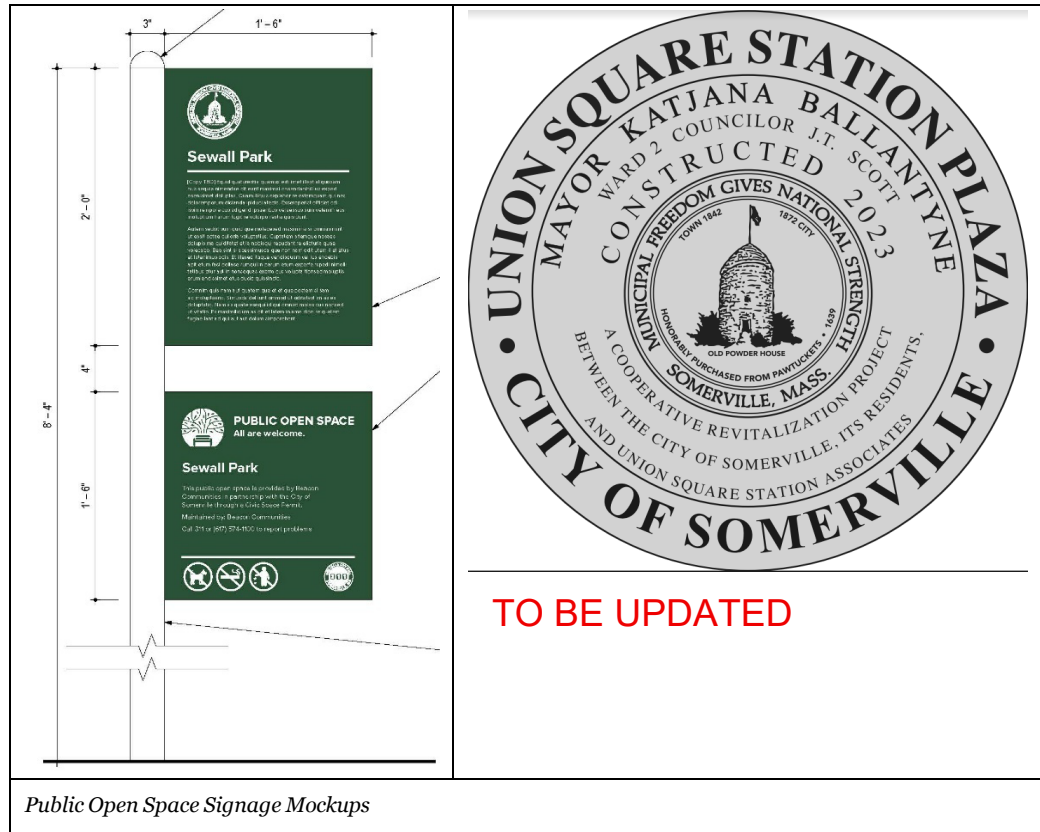
Public Open Space Signage Plan

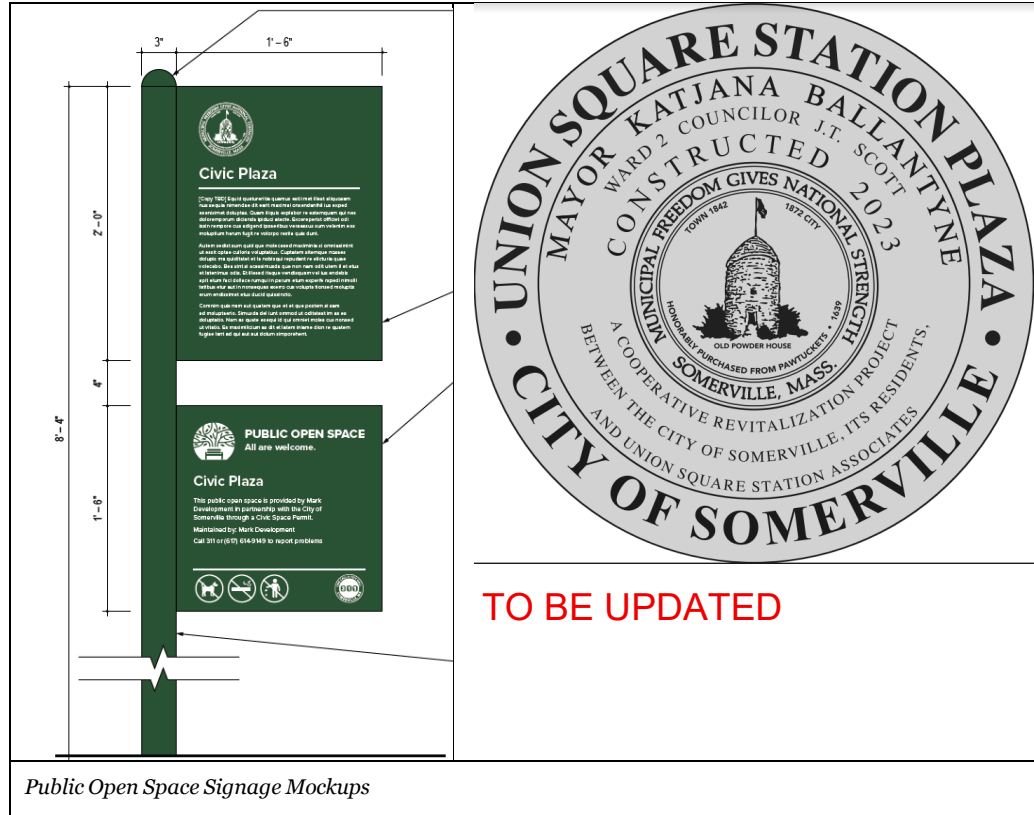
Plan Dated: June 26, 2025

Note: Signage locations are approximate.

- d. Sign Content | The Park Name + POPS signs are two unique signs mounted to a common pole, as depicted below. Descriptive text for these signs is provided by the City of Somerville with the exception of the identification of the maintenance company and contact information for the same. Should this information change, the POPs sign should be updated accordingly. The first signs produced shall list:

1. Maintained by: 299 Broadway Owner, LLC or TBD
2. Call 311 or a TBD property management phone number





Disclaimer: Signage text shown to provide example of design and layout; text will be finalized and approved by PSUF prior to installation

7. Plant List

- a. For reference the plant species included in the Civic Plaza, Sewall Park and Mews are as follows (refer to construction documents for final plant list):

Civic Plaza:

Botanical Name	Common Name
Trees	
<i>Acer rubrum</i> 'Red Sunset'*	red sunset maple
<i>Nyssa sylvatica</i> *	black tupelo
<i>Quercus rubra</i> *	red oak
<i>Oxydendrum arboreum</i> *	sourwood
<i>Amelanchier canadensis</i> *	serviceberry
Shrubs	
<i>Spirea latifolia</i> †	meadowsweet
<i>Aronia arbutifolia</i> 'brilliantissima'†	brilliantissima red chokeberry
<i>Ilex glabra</i> †	inkberry
<i>Ilex glabra</i> 'Shamrock'†	shamrock inkberry
Perennials (grasses, ferns, accent perennials)	
<i>Deschampsia cespitosa</i> †	tufted hairgrass
<i>Carex eburnea</i> †	bristle-leaf sedge
<i>Panicum virgatum</i> 'Summer Sunrise'	upright switchgrass
<i>Eragrostis spectabilis</i> †	purple lovegrass
<i>Baptisia australis</i> †	wild indigo
<i>Amsonia ciliata</i> var. <i>tenuifolia</i>	fringed bluestar
<i>Asclepias tuberosa</i> †	butterflyweed
<i>Heliopsis helianthoides</i> †	false sunflower
<i>Eurybia spectabilis</i> †	eastern showy aster
<i>Pycnanthemum tenuifolium</i> †	mountain mint
<i>Dryopteris erythrosora</i> 'Autumn Brilliance'	brilliance autumn fern
<i>Athyrium filix-femina</i>	lady fern
<i>Carex rosea</i> †	rosy sedge
<i>Carex flaccosperma</i> †	blue wood sedge
<i>Heuchera villosa</i> 'Autumn Bride'	alumroot
<i>Euphorbia amygdaloides</i> var. <i>robbiae</i>	wood spurge
<i>Hosta</i> 'Sieboldiana'	hosta
Bulbs	
<i>Allium cernuum</i>	nodding onion
<i>Narcissus</i> 'Moonlight Sensation'	moonlight sensation triandrus daffodil
<i>Narcissus</i> 'Thalia'	thalia triandrus daffodil

Mews:

Botanical Name	Common Name
Trees	
<i>Acer rubrum</i> 'Bowhall'*	bowhall red maple
Shrubs	
<i>Cornus stolonifera</i> 'Arctic Fire'†	redtwig dogwood
<i>Ilex glabra</i> 'Shamrock'†	inkberry
<i>Kalmia latifolia</i> 'Pink Charm'	mountain laurel
<i>Kalmia latifolia</i> 'Elf'	mountain laurel
<i>Hydrangea quercifolia</i> 'Munchkin'†	oakleaf hydrangea
<i>Clethra alnifolia</i> †	summersweet
Perennials (grasses, ferns, accent perennials)	
<i>Dryopteris erythrosora</i> 'Autumn Brilliance'	brilliance autumn fern
<i>Athyrium filix-femina</i> †	lady fern
<i>Carex rosea</i> †	rosy sedge
<i>Deschampsia flexuosa</i> †	crinkled hairgrass
<i>Carex flaccosperma</i>	blue wood sedge
<i>Chasmanthium latifolium</i> †	northern wood oats
<i>Heuchera villosa</i> 'Bronze Wave'	alumroot
<i>Heuchera villosa</i> 'Autumn Bride'†	alumroot
<i>Euphorbia amygdaloides</i> var. <i>robbiae</i>	wood spurge
<i>Hosta</i> 'Sum & Substance'	hosta
<i>Hosta</i> 'Sieboldiana'	hosta
<i>Anemone virginiana</i>	tall thimbleweed
<i>Anemone x hybrida</i> 'Serenade'	japanese anemone
<i>Anemone x hybrida</i> 'Honorine Jobert'	japanese anemone
<i>Tricyrtis</i> 'Sinonome'	toad lily
<i>Polygonatum biflorum</i> †	smooth solomon's seal
<i>Helleborus foetidus</i>	stinking hellebore
<i>Helleborus purpurascens</i>	purple hellebore
Bulbs	
<i>Narcissus</i> 'Moonlight Sensation'	moonlight sensation triandrus daffodil
<i>Narcissus</i> 'Thalia'	thalia triandrus daffodil

Sewall Park:

Botanical Name	Common Name
Trees	
<i>Betula alleghaniensis</i> *	swamp birch
<i>Betula lenta</i> *	sweet birch
<i>Betula nigra</i> 'Dura Heat'*	river birch
<i>Ostrya virginiana</i> *	American hophornbeam
<i>Magnolia macrophylla</i> *	bigleaf magnolia
Shrubs	
<i>Ilex verticillata</i> 'Red Sprite'†	redtwig dogwood
<i>Ilex verticillata</i> 'Jim Dandy'†	inkberry
<i>Myrica pensylvanica</i>	mountain laurel
<i>Pinus mugo</i> var. <i>pumilo</i>	mountain laurel
<i>Ilex glabra</i> 'Shamrock'†	inkberry
<i>Spiraea tomentosa</i> †	hardhack
Perennials (grasses, ferns, accent perennials)	
<i>Carex rosea</i> †	rosy sedge
<i>Deschampsia flexuosa</i> †	crinkled hairgrass
<i>Carex appalachica</i> †	appalachian sedge
<i>Amsonia tabernaemontana</i>	eastern bluestar
<i>Hibiscus moscheutos</i> †	swamp rose mallow
<i>Penstemon hirsutus</i>	hairy beardtongue
<i>Echinacea pallida</i> †	pale purple coneflower
<i>Veronicastrum virginicum</i> †	black root
<i>Anemone virginiana</i>	tall thimbleweed
<i>Pycnanthemum tenuifolium</i> †	mountain mint
<i>Heliathanthus divaricatus</i> †	woodland sunflower
<i>Dryopteris erythrosora</i> 'Autumn Brilliance'	brilliance autumn fern
<i>Euphorbia amygdaloides</i> var. <i>robbiae</i>	wood spurge
Bulbs	
<i>Crocus chrysanthus</i> 'Blue Marlin'	blue marlin crocus
<i>Allium cernuum</i>	nodding onion

* Trees listed on Somerville Urban Forest Management Plan

† Plants included in Somerville Pollinator Plan

8. Owner/Contractor/Maintenance Company and City of Somerville Communication Plan

- a. **General** | As a public civic space accessible to the public at all times (24/7/365; Sewall Park hours are from 8am-10pm - TBD) all hours to be discussed it is important lines of communications remain open. In accordance with the coordinated Public Open Space Signage for the 299 Broadway, public communication respecting all public space matters will be directed to either 311 or a TBD property management phone number (299 Broadway) at the caller's discretion. It is anticipated that 311 notices received specific to the 299 Broadway will be identified for the Property Manager, and non-299 Broadway Space matters received by the Property Manager will be in turn identified for 311. Primary points of contact are provided below.

b. **Points of Contact**

	Name	Phone	Email
Property Manager	299 Broadway	a TBD property management phone number	
311 Operator		311	311updates@somervillema.gov
Director, Division of Public Space and Urban Forestry	Luisa Oliveira	617-625-6600	loliveira@somervillema.gov

Subject	Name	Phone
Support for mental, social, and physical wellbeing, unhoused	Department of Health and Human Services	617.625.6600 Ext: 2250
Illicit Activities (non-emergencies)	Somerville Police	617.625.1600
Emergencies	Somerville Police	911

Exhibit B
LANDSCAPING AND SNOW REMOVAL MAINTENANCE SCHEDULE

LANDSCAPE MAINTENANCE SCHEDULE (applicable to all planted areas)

- Begin maintenance immediately after planting
- Minimum two visits per month **May-November** for all planted areas.
- Minimum one visit per month **December-April** for all planted areas.
- Hours of work: 8:00am-5:00pm, Monday-Friday (no loud noise/equipment permitted before 9:00am)

Annual Maintenance Tasks

- Watering
- Weeding
- Fallen leaf removal
- Treatment for insects and disease
- Mulching
- Pruning
- Resetting plants to proper grade and upright position

Seasonal Maintenance Tasks

Winter

- Monitor plants
- Remove dead branches and debris
- Allow the winter interest of seed heads and stalks to remain, as long as they remain attractive with an overall kempt appearance
- Remove remnants of last year's vegetation, protecting the crown of all herbaceous plants

Spring Clean Up/Summer

- Spring clean-up will begin as soon as weather permits
- Hand watering as required – provide supplemental irrigation if precipitation is less than 1" water/week
- Keep planting areas free of weeds at all times
- Remove debris at each visit
- Monitor plants for possible disease or insect pests
- Monitor soil for moisture, compaction, and a spectrum of soil fauna

Autumn Clean Up

- Hand watering as required – provide supplemental irrigation if precipitation is less than 1" water/week
- Remove dead branches and debris
- Monitor plants for possible disease or insect pests
- Monitor soil for moisture, compaction and a spectrum of soil fauna
- Assess plant performance; replace and/or add, as needed
- Fall cleanup up to first snowfall, or November 30th, whichever is later.

Irrigation:

- Irrigation system to be turned on and inspected prior to May 1st, or later depending on weather conditions.
- Irrigation system will be turned off, blown out and winterized as soon as the first frost is eminent, but no later than November 20th.

SNOW REMOVAL MAINTENANCE SCHEDULE

Service Duration: November to April

Snow Removal Services:

Snow removal services shall be on-call 24 hours per day, seven days per week during service season. Timing and performance of snow removal services shall comply with City Ordinances.

- Snow and ice removal operations will focus on public safety. Priority will be given to high pedestrian traffic areas, particularly for peak travel periods. Particular attention will be paid to providing access for individuals with disabilities. Piling snow on lawn areas is to be utilized only in the event of major snow accumulation when all surrounding hardscape options have been exhausted. However, it will not be allowed on any planted areas if the snow comes from a location where salt or chemicals were applied.
- Particular attention will be paid to freeing up catch basins for drainage of snow melt.
- Snow/ice removal efforts will be based upon monitoring weather conditions to determine the most effective/efficient approach to address public safety and access issues.
- Products used for snow/ice melt will be used appropriately and targeted towards public safety. Products will be used that are intended to minimize destruction to plants and to paved surfaces. Manufacturer's recommendations will be followed on products appropriate for use on the varied site surfaces.

Exhibit C - Leaf Blowers

Sec. 9-120. - Leaf blowers regulated.

(a) *Definitions.*

Leaf blowers are defined as portable, handheld or backpack style power equipment, powered by fuel, battery or electricity, and used in any landscape maintenance, construction, property repair, or property maintenance for the purpose of blowing, moving, removing, dispersing or redistributing leaves, dust, dirt, grass clippings, cuttings and trimmings from trees and shrubs or any other type of litter or debris.

Owners of large property (OLP) are ones who own one or more adjoining parcels of land in common ownership that together comprise a total of two acres or more.

Commercial leaf blower operator is any entity or organization that employs two or more employees who receive income, remuneration or compensation of any kind, whether as a fee, a charge, a salary, wages or otherwise, for operating a leaf blower, except that municipal operators and municipal contractors are excluded from this definition.

(b) *Limitations on use.*

- (1) Notwithstanding sections 9-112 to 9-119, the use of leaf blowers is prohibited except between March 15 and May 31 and between October 1 and December 15 in any year. The provisions of this subsection do not apply to the use of leaf blowers in accordance with the provisions of this division and regulations promulgated hereunder by municipal operators and municipal contractors performing leaf blower operations in Dilboy Stadium and Auxiliary Field, Hodgkin's Park, Trum Field, Lincoln Park, Nunziato Field, Foss Park, Conway Park, Alewife Brook Reservation, Art Farm, Central Hill Park, the Community Path, Draw 7 Park, Capuano Schoolyard, Mystic River Reservation/Blessing of the Bay Park, Nathan Tufts Park, Sylvester Baxter Riverfront Park, and Tufts University Recreational Field, or any city-maintained playground as necessary to maintain the warranty or safety of a rubberized or similar surface, performing emergency operations and clean-up associated with special events, storms, hurricanes and the like, or by OLP, so long as the owners of such land comply with the provisions of subsection 9-120(b)(3).
- (2) Notwithstanding sections 9-112 to 9-119, the use of leaf blowers is further prohibited on Sundays and legal holidays and prohibited on other days except between the hours of 9:00 a.m. and 5:00 p.m. Mondays through Saturdays, consistent with the provisions of G.L. c. 136, § 13 as it may be amended. The provisions of this subsection do not apply to the use of leaf blowers in accordance with the provisions of this division and regulations promulgated hereunder by municipal operators and municipal contractors performing leaf blower operations in Dilboy Stadium and Auxiliary Field, Hodgkin's Park, Trum Field, Lincoln Park, Nunziato Field, Foss Park, Conway Park, Alewife Brook Reservation, Art Farm, Central Hill Park, the Community Path, Draw 7 Park, Capuano Schoolyard, Mystic River

Exhibit C - Leaf Blowers

Reservation/Blessing of the Bay Park, Nathan Tufts Park, Sylvester Baxter Riverfront Park, and Tufts University Recreational Field, or performing emergency operations and clean-up associated with special events, storms, hurricanes and the like, or by OLP, so long as the owners of such land comply with the provisions of subsection 9-120(b)(3).

- (3) Commercial leaf blower operators and OLP seeking to operate leaf blowers on such land shall not be permitted to operate leaf blowers, but may be exempted from the prohibition of this subsection if they submit an operations plan to the director of inspectional services or their designee for review and approval. At a minimum, the operations plan shall address the owner's or operator's efforts to mitigate the impacts of noise and emissions upon operators of the leaf blowers and the occupants and owners of nearby property, include an inventory of all leaf blowing equipment owned and to be used by the owner or operator, which shall comply with the noise and emission restrictions set forth in this division and regulations promulgated hereunder, and include the owner's or operator's plan for educating users of its equipment on safety precautions for users, the proper use of equipment, and the need to mitigate impacts upon others. The operations plan shall be reviewed by the director of inspectional services or their designee, who shall ensure that it complies with the applicable provisions of this division and regulations promulgated hereunder, and shall impose any conditions that may be required in order for the owner or operator to comply with the provisions of this division and regulations promulgated hereunder. Commercial leaf blowers must, in addition to adhering to the plan approved by the director of inspectional services, follow the use limitations in subsections 9-120(b)(1) and 9-120(b)(2).
- (4) Leaf blower operations shall not cause leaves, dirt, dust, rodent, dog or cat feces, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris to be blown or deposited on any adjacent or other parcel of land, lot, or public right-of-way/property other than the parcel, land, or lot upon which the leaf blower is being operated. Leaves, dirt, dust, rodent, dog, or cat feces, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris shall not be blown, swept or raked onto or into an adjacent street or gutter, except by municipal employees or municipal contractors or leaf blower operators placing leaves, dust, rodent, dog, or cat feces, dirt, grass clippings, cuttings and trimmings from trees and shrubs on a municipal street or sidewalk for collection and pick-up, during municipal street and sidewalk sweeping and cleaning operations. In no event shall leaves, dirt, dust, rodent, dog, or cat feces, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris be blown, swept or raked onto or into catch basins or onto vehicles, persons or pets. Deposits of leaves, dirt, dust, rodent, dog, or cat feces, debris, grass clippings, cuttings or trimmings from trees or shrubs or any other type of litter or debris shall be removed and disposed of in a sanitary manner which will prevent it from being dispersed by wind, vandalism or similar means.

Exhibit C - Leaf Blowers

- (5) All leaf blowers shall satisfy the emissions standards of the United States environmental protection agency and the following noise level standard, notwithstanding the sections 9-112 to 9-119: the sound emitted from any leaf blower shall be rated by the manufacturer to be no greater than 65 decibels. All leaf blower operators, including commercial leaf blowers, municipal operators and OLP, shall adhere to these standards.
- (6) On parcels of 10,000 square feet or less, only one leaf blower at a time may be used, and on parcels larger than 10,000 square feet, only one leaf blower may be used within each 10,000 square foot area.
- (7) The limitations set forth in subsections 9-120(b)(1) and 9-120(b)(2) shall not apply to de minimus use of a leaf blower by an individual on the property at which they reside provided that such use is otherwise in compliance with sections 9-112 to 9-119. For purposes of this subsection, "de minimus" shall mean not more than an aggregate of five minutes per day.
- (c) *Fees*. A fee for the city to recover all costs connected with emission or sound-testing and enforcement may be charged in an amount set by the inspectional services department.
- (d) *Regulations*. The inspectional services department shall have the authority to promulgate regulations to implement the provisions of this division.
- (e) *Severability*. The provisions of this section are severable. If any subsection, provision or portion of this section is determined to be invalid by a court of competent jurisdiction, the remaining provisions of this section shall continue to be valid.
- (f) *Effective date*. The provisions of this division shall be effective on September 1, 2021 except as to City of Somerville contracts now in effect, as to which the provisions of this division shall be effective one year after its passage. The decibel limit set in subsection 9-120(b)(5) shall not apply to municipal equipment owned on the date this division is ordained, until five years from said date. The city shall not replace any leaf blowers owned on the date this division is ordained with equipment above the decibel limit set in subsection 9-120(b)(5).

(Ord. No. 2021-08 , 5-13-2021)

Exhibit D - Snow Removal

Sec. 12-8. - Snow and ice on sidewalks.

- (a) No owner, occupant, tenant, or agent in charge of any land or building abutting a sidewalk in the City of Somerville shall place or suffer to remain on such sidewalk any snow and/or ice for more than six hours between sunrise and sunset on any day. All sidewalks shall be cleared to the surface of the sidewalk, or, where it is impractical to do so, the sidewalk shall be treated with sand or other suitable material. Sidewalks shall be cleared to provide a minimum passage of 36 inches. The city may extend the deadlines set forth above in its discretion.
- (b) Whoever violates any of the provisions of subsection (a) of this section shall be fined in accordance with [section 1-11](#).
- (c) Upon neglect or violation of the duty imposed by the provisions of this section such duty may be performed by the superintendent of highways at the expense of the person liable to perform the same and the city may place a lien against the property for expenses incurred.
- (d) The city treasurer with the approval of the mayor may in civil actions prosecute and adjust claims inuring to the city under the provisions of this section.

(Code 1963, § 12-10; Ord. No. 2008-03, 3-13-2008; [Ord. No. 2014-12, §§ C, D, 12-11-2014](#); Ord. No. [2015-03](#), § B, 3-26-2015)

State Law reference— Removal of snow from sidewalks, M.G.L.A. c. 40, [§ 21](#)(3), (4); ordinances authorized, M.G.L.A. c. 85, § 5.

Sec. 12-9. - Shoveling snow on streets.

- (a) No owner, tenant or occupant of land or a building, or any agent thereof, in this city shall cause any snow or ice from said land or building to be placed in any public way in this city unless said snow or ice is broken up and spread evenly, to a thickness of no more than three inches, during daylight hours, when the mean temperature for that day is above 40 degrees Fahrenheit.
- (b) Whoever violates any of the provisions of subsection (a) of this section shall be fined in accordance with [section 1-11](#).

(Code 1963, § 8-20; Ord. No. 1990-6, 3-22-90)

EXHIBIT B

Insurance Requirements

(a) **Workers' Compensation:** If applicable, statutory coverage including employer's liability with limits of not less than \$500,000.00 per accident, \$500,000.00 each employee for occupational disease, \$500,000.00 policy limit for occupational disease.

(b) **Automobile Liability:** \$1,000,000.00 combined single limit per accident on bodily injury and property damage covering all owned, leased or hired vehicles used in performing the scope of work.

(c) **Comprehensive General Liability:** At least \$1,000,000.00 combined single limit per occurrence on bodily injury, personal injury and property damage, \$2,000,000.00 aggregate. The policy shall include contractual liability and broad form property damage coverage. The Developer shall be named as an additional insured.

(d) **Professional Liability:** If applicable, in amounts that are customary and reasonable for the type of work to be performed.

The City is self-insured for liability claims under M.G.L. Chapter 258, the Massachusetts Torts Claims Act and has property damage and liability insurance as required by law on City-owned vehicles.

EXHIBIT C

Certificate of Vote of the Somerville City Council

[See attached]

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