CITY OF CAMBRIDGE
MASSACHUSETTS
BOARD OF ZONING APPEAL
831 MASSACHUSETTS AVENUE
CAMBRIDGE, MA 02139
617 349-6100

2019 SEP 27 AM 10:12
OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

**BZA APPLICATION FORM**

Plan No: BZA-017187-2019

**GENERAL INFORMATION**

The undersigned hereby petitions the Board of Zoning Appeal for the following:

Special Permit : _____ Variance : √ Appeal : _____

PETITIONER : Betsy Harper - C/O Marcelo T. Hernandez

PETITIONER'S ADDRESS : 30 Quincy Street Somerville, MA 02143

LOCATION OF PROPERTY : 58-60 Stearns St Cambridge, MA 02138

TYPE OF OCCUPANCY : Residential ZONING DISTRICT : Residence C-1 Zone

REASON FOR PETITION :

New Structure

DESCRIPTION OF PETITIONER'S PROPOSAL :

Demolish and construct new 1 Family Residence on a corner lot. Propose to maintain modal alignment along existing neighborhood frontage. Proposal occurs within 2 Front Setbacks and requires relief for set backs and building height.

SECTIONS OF ZONING ORDINANCE CITED :

Article 5.000 Section 5.31 (Table of Dimensional Requirements).

Original Signature(s) : _____
(Petitioner(s) / Owner)

JACOPE HERNANDEZ
(Print Name)

Address : 30 QUINCY ST
SOMERVILLE MA 02143

Tel. No. : 617. 877 0155

E-Mail Address : HERNANDEZ@GROUPDESIGNBUILD.COM

Date : 9-25-19

## BZA APPLICATION FORM - OWNERSHIP INFORMATION

***To be completed by OWNER, signed before a notary and returned to The Secretary of the Board of Zoning Appeals.***

I/We Elisabeth Harper
*(OWNER)*

Address: 19 Fairmont, Newton MA 02458

State that I/We own the property located at 58-60 Stearns Street, Cambridge MA 02138, which is the subject of this zoning application.

The record title of this property is in the name of Elisabeth Harper

*Pursuant to a deed of duly recorded in the date July 27, 2018 Middlesex South County Registry of Deeds at Book 71380, Page 424; or Middlesex Registry District of Land Court, Certificate No. _____ Book _____ Page _____.

Elisabeth Harper
*SIGNATURE BY LAND OWNER OR AUTHORIZED TRUSTEE, OFFICER OR AGENT**

***Written evidence of Agent's standing to represent petitioner may be requested.**

---

Commonwealth of Massachusetts, County of Suffolk

The above-name Elisabeth Harper personally appeared before me, this 17th of April, 2019, and made oath that the above statement is true.

Ruth Nwauche Notary

My commission expires June 18, 2025 (Notary Seal).

RUTH NWAUCHE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 18, 2025

- If ownership is not shown in recorded deed, e.g. if by court order, recent deed, or inheritance, please include documentation.

**BZA APPLICATION FORM**

**SUPPORTING STATEMENT FOR A VARIANCE**

***EACH OF THE FOLLOWING REQUIREMENTS FOR A VARIANCE MUST BE ESTABLISHED AND SET FORTH IN COMPLETE DETAIL BY THE APPLICANT IN ACCORDANCE WITH MGL 40A, SECTION 10:***

***A)*** A Literal enforcement of the provisions of this Ordinance would involve a substantial hardship, financial or otherwise, to the petitioner or appellant for the following reasons:

Hardship falls principally on the neighborhood, immediate abutters, and as an "as of right" scheme would:

A- not be in keeping with the language of the neighborhood, nor the "modal alignment" along the street

B- require a curb-cut along Stearns that would reduce parking and impact traffic patterns

C- change egress patterns for parking and current pedestrian egress (the current relief requested seeks to maintain existing patterns)

D- reduce rear green space and negatively impact the "green space" that currently connects several homes via rear backyards and trees

***B)*** The hardship is owing to the following circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located for the following reasons:

Hardship is owing to poor soil conditions. The existing foundation is failing from erosion, water and moisture, leading to poor indoor air quality. Current soils bearing capacity requires excavation and footings that impede on the "angle of friction" as described by the Structural Engineer (see attachments), and will result in risk to abutting structure should the structure be rebuilt in situ. The requested relief allows a new structure to be placed outside of the "angle of friction" and reduce the risk to the existing abutting structure's foundation during excavation, construction, and future settling.

***C)*** ***DESIRABLE RELIEF MAY BE GRANTED WITHOUT EITHER:***

***1)*** Substantial detriment to the public good for the following reasons:

The relief would allow the existing street "modal alignment" to be preserved. This is something the Neighborhood Association has expressly requested, so as to maintain the neighborhood character and historic quality. The relief would also allow the applicant from needing to introduce a curb cut which is another element that would be detrimental, also publicly expressed by the Neighborhood Association in several coordinated meetings.

***2)*** Relief may be granted without nullifying or substantially derogating from the intent or purpose of this Ordinance for the following reasons:

The proposal does not derogate from the intent or purpose of the Ordinance because it adheres to FAR, parking, and open space requirements. The proposal meanwhile maintains the existing historic character of the neighborhood while preserving an existing urban edge along Stearns Street which is a unique quality specific to this neighborhood.

Construction will otherwise comply with other dimensional requirements of the Ordinance. F.A.R. , Lot Area per Unit, Private Open Space and Ratio, Parking Count, both Side Yard Setbacks shall all comply with the Ordinance. The height of the building ridge is proposed at 34.3 feet, though with "average grade" calculation incorporating windows wells and basement egress, the average height is proposed at 35.93 feet. As a corner lot, there are no rear yard Setback requirements:

* **If You have any questions as to whether you can establish all of the applicable legal requirements, you should consult with your own attorney.**

## BZA APPLICATION FORM

## DIMENSIONAL INFORMATION

**APPLICANT:** Group Design Build Inc **PRESENT USE/OCCUPANCY:** 2 family

**LOCATION:** 58-60 Stearns St Cambridge, MA 02138 **ZONE:** Residence C-1 Zone

**PHONE:** 617-877-0155 **REQUESTED USE/OCCUPANCY:** 1 family

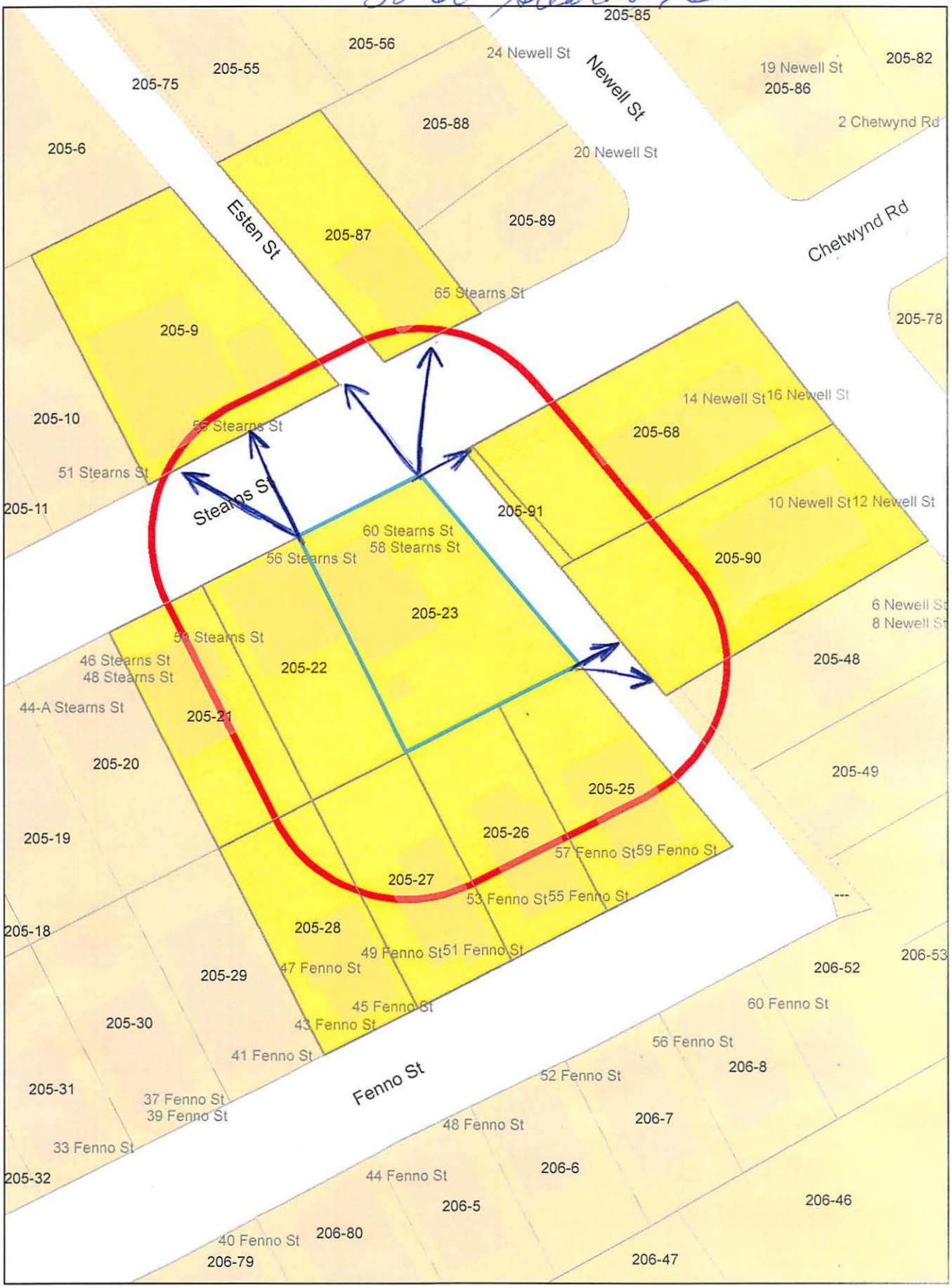
| | | *EXISTING CONDITIONS* | *REQUESTED CONDITIONS* | *ORDINANCE REQUIREMENTS* [1] | |
|---|---|---|---|---|---|
| TOTAL GROSS FLOOR AREA: | | 3157 | 3286 | 3342 | (max.) |
| LOT AREA: | | 4441 | 4441 | 5000 | (min.) |
| RATIO OF GROSS FLOOR AREA TO LOT AREA: [2] | | 0.71 | 0.74 | 0.75 | (max.) |
| LOT AREA FOR EACH DWELLING UNIT: | | 2220 | 4441 | 1500 | (min.) |
| SIZE OF LOT: | WIDTH | 45.72 | - | - | (min.) |
| | DEPTH | 80 | - | - | |
| SETBACKS IN FEET: | FRONT | 9.4 | 5.6 | 10 | (min.) |
| | REAR | n/a | n/a | n/a | (min.) |
| | LEFT SIDE | 2.1 | 8.87 | 7.5 | (min.) |
| | RIGHT SIDE | 31.7 | 29.4 | 7.5 | (min.) |
| SIZE OF BLDG.: | HEIGHT | 40.1 | 35.93 | 35 | (max.) |
| | LENGTH | 40.2 | - | - | |
| | WIDTH | 36.8 | - | - | |
| RATIO OF USABLE OPEN SPACE TO LOT AREA: | | 73 | 42 | 30 | (min.) |
| NO. OF DWELLING UNITS: | | 2 | 1 | 2 | (max.) |
| NO. OF PARKING SPACES: | | 2 | 1 | 1 | (min./max) |
| NO. OF LOADING AREAS: | | - | - | - | (min.) |
| DISTANCE TO NEAREST BLDG. ON SAME LOT: | | n/a | n/a | n/a | (min.) |

Describe where applicable, other occupancies on same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g.; wood frame, concrete, brick, steel, etc.

NA, single family structure only.

1. SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.

58-60 Stearns St.



58-60 Stearns St.

Petitioner
MARCELO T. HERNANDEZ
30 QUINCY STREET
SOMERVILLE, MA 02143

205-9
BARDIGE, STEPHEN & KATHLEEN
55 STEARNS ST
CAMBRIDGE, MA 02138

205-21
MCCLELLAN, ANITA DEIDAMIA
50 STEARNS ST
CAMBRIDGE, MA 02138

205-26
KNYCH, ROBERT J. & ROBIN ANN KNYCH
53 FENNO ST
CAMBRIDGE, MA 02138

205-25
SHUMWAY, ANNE REVELLE
TR. OF ANNE REVELLE SHUMWAY QUALIFIED
PERSONAL RESIDENCE TRUST
57 FENNO ST
CAMBRIDGE, MA 02138

205-23
LARONDE, ALBERT J. & LILLIAN M LARONDE
C/O HARPER, ELISABETH
19 FAIRMONT AVE
NEWTON, MA 02458

205-27
GALLANT, STEPHEN I. & JULIA E. TODD
49 FENNO ST.
CAMBRIDGE, MA 02138

205-28
DEMOTT-QUIGLEY, MEGAN L. &
DAVID V. QUIGLEY
45 FENNO ST
CAMBRIDGE, MA 02138

205-68
EXUM, CHARLOTTE JUNE A LIFE ESTATE
14 NEWELL ST
CAMBRIDGE, MA 02140

205-87
BARGMANN, MARTHA S.
65 STEARNS ST
CAMBRIDGE, MA 02138

205-90
BROWN, VINCENT A.& AJANTHA SUBRAMANIAN
10 NEWELL ST
CAMBRIDGE, MA 02138

205-22
ELSTON, MARY B.
4686 DODGEWOOD RD.
RIVERDALE, NY 10471

2 EXISTING CORNER RESIDENCE

1 PROPOSED CORNER RESIDENCE

# 58-60 Stearns Street
# Cambridge MA 02410

| Sheet List | |
|---|---|
| Sheet Number | Sheet Name |
| A.000 | COVER SHEET |
| A.001 | ZONING |
| A.002 | EXISTING CONDITIONS DEMO DRAWINGS |
| A.003 | HEIGHT CALCULATION |
| A.100 | LEVEL 00 |
| A.101 | LEVEL 01 |
| A.102 | LEVEL 02 |
| A.103 | LEVEL 03 |
| A.104 | LEVEL ROOF |
| A.201 | ELEVATIONS |
| A.300 | BUILDING SECTIONS |
| A.301 | BUILDING SECTIONS |
| A.302 | WALL SECTIONS |

GROUP DESIGN BUILD

PROJECT: **201811**
**60 Stearns Street**

PROJECT ADDRESS: 60 Stearns Street
Cambridge MA 02138


ARCHITECT + GC: **Group Design Build Inc**
30 Quincy Street
Somerville MA 02143
info@GroupDesignBuild.com

CONSULTANTS **Structural Engineer**
Evan L. Hankin, P.E.
202 Nehoiden Road
Newton, MA 02468
Elhankin@me.com

**Civil Engineer**
Samiotes
20 A Street
Framingham, MA 01701
Jhorgan@Samiotes.com


| MARK | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |



COVER SHEET

A.000

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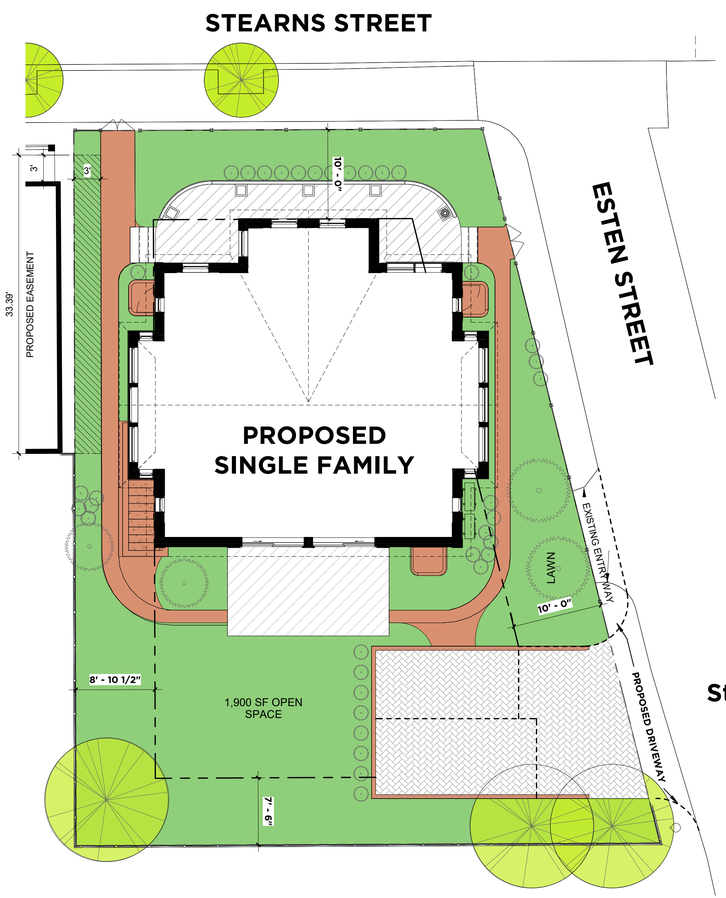
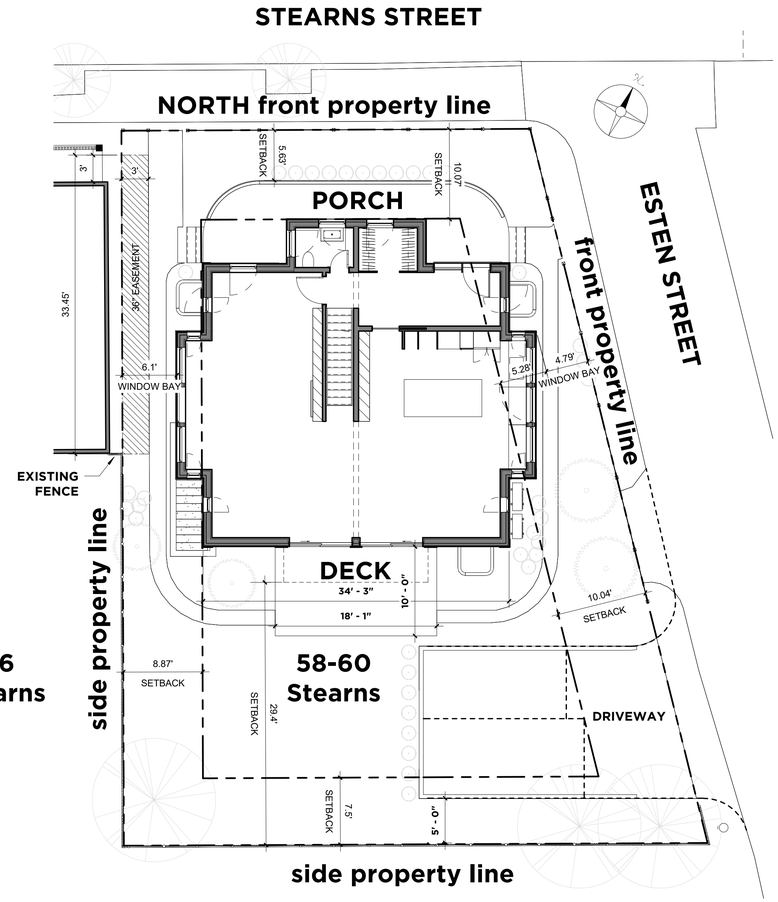
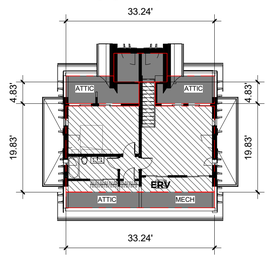



1 **LANDSCAPE PLAN**
1/8" = 1'-0"



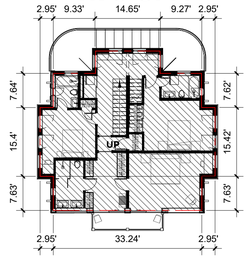

2 **SITE PLAN**
1/8" = 1'-0"

## 652 GFA



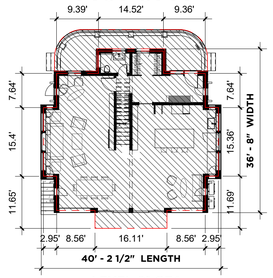

G3 **LEVEL 03 GFA**
1/16" = 1'-0"

## 1173 GFA



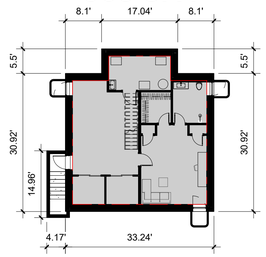

G2 **LEVEL 02 GFA**
1/16" = 1'-0"

## 1461 GFA

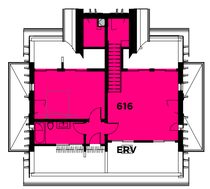



G1 **LEVEL 01 GFA**
1/16" = 1'-0"

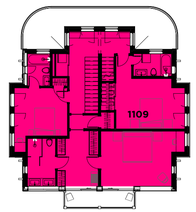
## 908 GFA



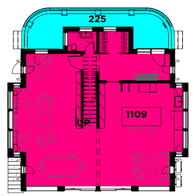

G0 **LEVEL 00 GFA**
1/16" = 1'-0"




N3 **LEVEL 03 NSF**
1/16" = 1'-0"




N2 **LEVEL 02 NSF**
1/16" = 1'-0"




N1 **LEVEL 01 NSF**
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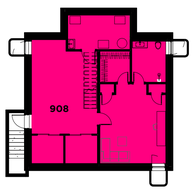


N0 **LEVEL 00 NSF**
1/16" = 1'-0"

## ZONING DIMENSIONAL ANALYSIS

Zoning District : **C-1** Map / Lot : **205-23**

| | CZO 5.31 Table 5-1 | Actual | |
|---|---|---|---|
| Min. Lot Size | 5,000 sf | 4,441 sf | Ordinance 5.21.1 |
| Min. Lot Area / DU | 1,500 sf | 2,220 sf | Lot 24-25 recorded Middlesex South Distric Deeds Plan Book 68, Plan 4 **Feb 17, 1891** |
| Min. Lot Width | 50 ft | 46' - 65'-4" east-west<br>85'-4" north-south | partially non-conforming width<br>conforming width |

| | Existing | Allowable | Proposed | Ordinance Reference |
|---|---|---|---|---|
| FAR | 0.71 | 0.75 | 0.74 | 5.31 Table 5-1 |
| GFA | 3,157 sf | 3,342 sf | 3,286 sf | 5.31 Table 5-1 |
| # of Dwelling Units | 2 | 2 | 1 | 5.31 Table 5-1 |
| Lot Area Per Unit | 2,220 sf | 1,500 sf | 4,441 sf | 5.31 Table 5-1 |
| Front Yard Setback-North | 9.4 ft. | 10 ft. | 5.6 ft. | 5.31 Table 5-1 |
| Front Yard Setback-East | 21.9 ft. | 10 ft. | 4.8 ft. | 5.31 Table 5-1 |
| Side Yard Setback-West | 2.1 ft. | 7.5 ft. | 8.87 ft. | 5.31 Table 5-1 |
| Side Yard Setback-South | 31.7 ft. | 7.5 ft. | 29.4 ft. | 5.31 Table 5-1 |
| Maximum Height | 40.1 ft. | 35 ft. | 35.93 ft. | 5.31 Table 5-1 |
| Private Open Space (sf) | 3,281 | 1,332 | 1,900 | 5.31 Table 5-1 |
| Min. Ratio Private Open Space | 73% | 30% | 42% | 5.31 Table 5-1 |
| Off Street Accessory Parking | 2 | 1 per DU = 1 | 2 | Table 6.31.1.b |
| Parking Space Size | N/A | 8.5 ft. wide<br>18 ft. long | 1@ 8.5 ft.x18 ft.<br>1@ 7.5 ft.x16 ft. | 6.42 with reasonable manuevring areas per 6.43 |
| Driveway Width | 14 ft. | 10 ft. | 17 ft. | 6.43.4.a<br>6.44.1.b requires 5ft setback from PL |
| Bicycle Parking - Long Term | NONE | not required | N/A | 6.107.2 |
| Bicycle Parking - Short Term | NONE | not required | N/A | 6.107.3 |
| Curb Cut Width | NONE | 20 ft. max | NONE | 6.43.3.c |

**PROPOSED FLOOR AREA**

| | |
|---|---|
| Basement GFA Excluded | (908 sf) |
| First Floor GFA | 1,461 sf |
| Second Floor GFA | 1,173 sf |
| Third Floor GFA | 652 sf |
| **TOTAL GFA** | **3,286 sf** |

**PROPOSED UNIT NET AREA**

| | |
|---|---|
| UNIT 1 NSF | 3,742 sf |
| EXTERIOR DECK | 225 sf |

**PLAN HATCH PATTERN LEGEND**

- GFA (PER 22.43.1 GFA MEASURED TO 6" OFF OF INTERIOR FACE OF EXTERIOR WALL)
- NOT INCLUDED IN GFA. (Mechanical, Utility, Below Grade Basement)
- OPEN SPACE
- PERMEABLE PAVERS & WALKWAYS
- DECKS


01 **Typical Planar Dimensions**
3/32" = 1'-0"

GROUP DESIGN BUILD

PROJECT: **201811**
**58- 60 Stearns Street**
PROJECT ADDRESS: 60 Stearns Street
Cambridge MA 02138


ARCHITECT + GC: **Group Design Build Inc**
30 Quincy Street
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info@GroupDesignBuild.com

CONSULTANTS **Structural Engineer**
Evan L. Hankin, P.E.
202 Nehoiden Road
Newton, MA 02468
Ehankin@me.com

**Civil Engineer**
Samiotes
20 A Street
Framingham, MA 01701
Jhorgan@Samiotes.com


| MARK | DATE | DESCRIPTION |
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ZONING

As indicated

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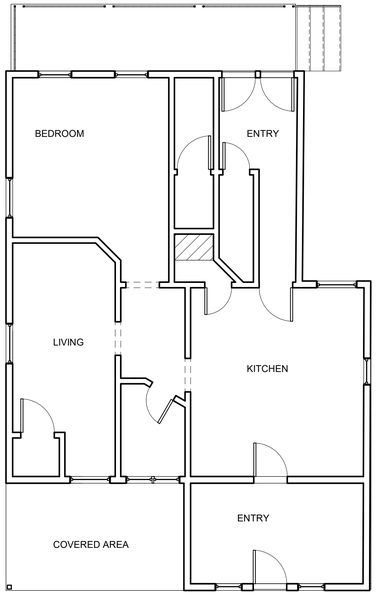
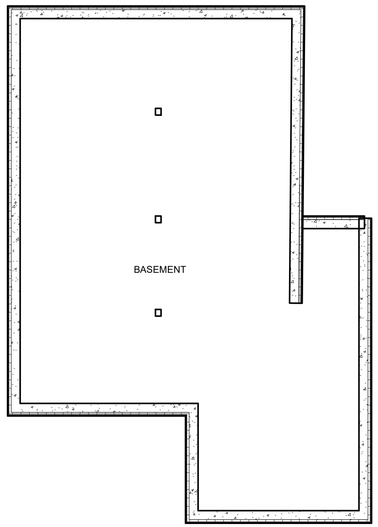
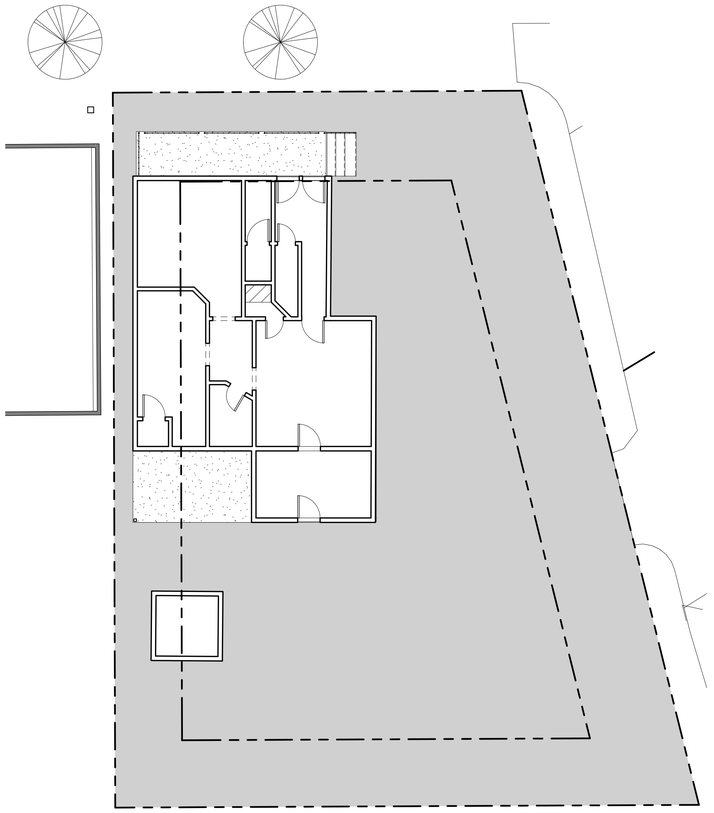


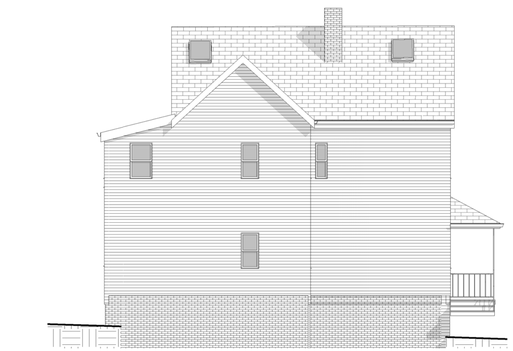

A2 **EXIST. LEVEL 1**
**3/16" = 1'-0"**




A1 **EXIST. BASEMENT**
**3/16" = 1'-0"**



DEMOLISH EXISTING BUILDING AND FOUNDATION




A4 **EXIST. LEVEL 3**
**3/16" = 1'-0"**

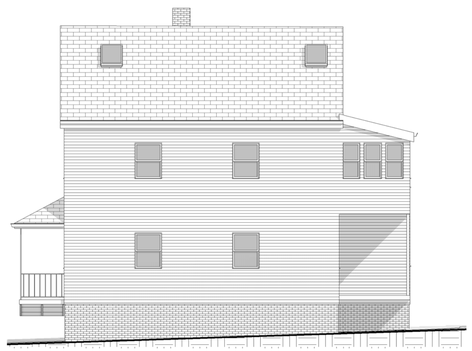

A3 **EXIST. LEVEL 2**
**3/16" = 1'-0"**



B4 **PROJECT EAST - EXISTING**
**1/8" = 1'-0"**



B3 **PROJECT NORTH - EXISTING**
**1/8" = 1'-0"**



B2 **PROJECT WEST - EXISTING**
**1/8" = 1'-0"**

B1 **PROJECT SOUTH - EXISTING**
**1/8" = 1'-0"**

GROUP DESIGN BUILD

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**60 Stearns Street**

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Cambridge MA 02138

ARCHITECT + GC: **Group Design Build Inc**
30 Quincy Street
Somerville MA 02143
info@GroupDesignBuild.com

CONSULTANTS

**Structural Engineer**
Evan L. Hankin, P.E.
202 Nehoiden Road
Newton, MA 02468
Elhankin@me.com

**Civil Engineer**
Samiotes
20 A Street
Framingham, MA 01701
Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
|---|---|---|
| | | |



# EXISTING CONDITIONS DEMO DRAWINGS

As indicated

A.002

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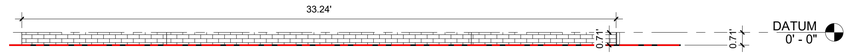
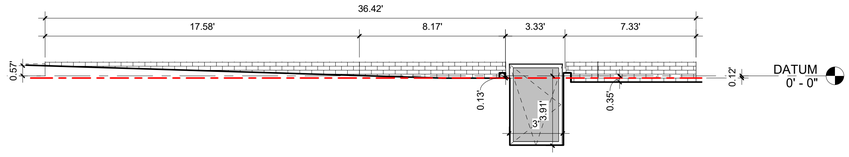
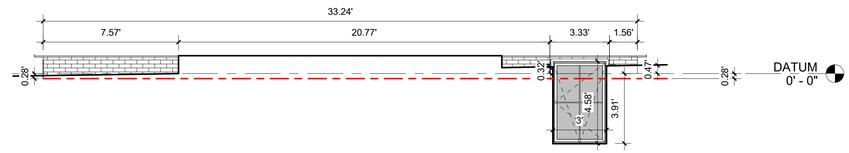



A4 **DATUM NORTH**
**1/4" = 1'-0"**

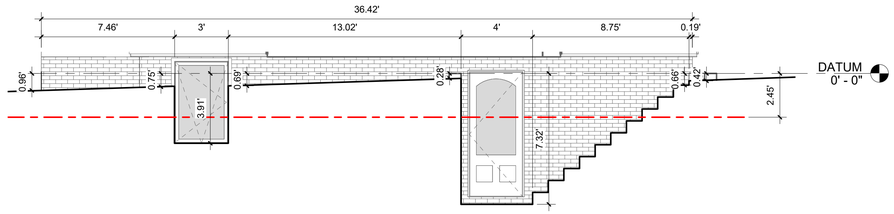



A3 **Datum East**
**1/4" = 1'-0"**

| Rise (ft) | Run (ft) | Rise X Run | Average Delta From Datum (ft) |
|---|---|---|---|
| **East Elevation** | | | |
| 0.3 | 17.59 | 5.277 | |
| -0.1 | 8.17 | -0.817 | |
| -3.9 | 3.33 | -12.987 | |
| -0.3 | 7.33 | -2.199 | |
| | **36.42** | **-10.726** | **-0.29** |
| **West Elevation** | | | |
| -0.9 | 7.46 | -6.714 | |
| -3.9 | 3 | -11.7 | |
| -0.5 | 13.02 | -6.51 | |
| -7.3 | 4 | -29.2 | |
| -4 | 8.75 | -35 | |
| -0.4 | 0.19 | -0.076 | |
| | **36.42** | **-89.2** | **-2.45** |
| **North Elevation** | | | |
| -0.7 | 33.24 | -23.27 | |
| | **33.24** | **-23.27** | **-0.70** |
| **South Elevation** | | | |
| -0.05 | 7.57 | -0.3785 | |
| 0.15 | 20.74 | 3.111 | |
| -3.9 | 3.37 | -13.143 | |
| 0.5 | 1.56 | 0.78 | |
| | **33.24** | **-9.6305** | **-0.29** |
| Average delta from Datum of 4 Elevations | | | **-0.93** |




A2 **South**
**1/4" = 1'-0"**




A1 **West**
**1/4" = 1'-0"**

GROUP DESIGN BUILD

PROJECT: **201811**
**60 Stearns Street**

PROJECT ADDRESS: 60 Stearns Street
Cambridge MA 02138

ARCHITECT + GC: **Group Design Build Inc**
30 Quincy Street
Somerville MA 02143
info@GroupDesignBuild.com

CONSULTANTS

**Structural Engineer**
Evan L. Hankin, P.E.
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Elhankin@me.com

**Civil Engineer**
Samiotes
20 A Street
Framingham, MA 01701
Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
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| | | |



# HEIGHT CALCULATION

**1/4" = 1'-0"**

# A.003

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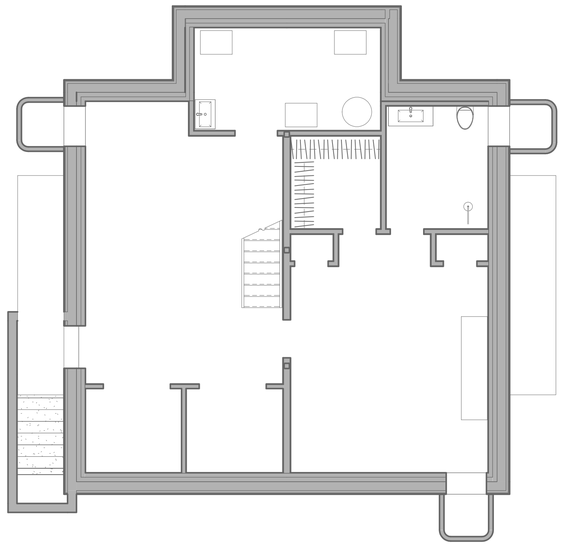
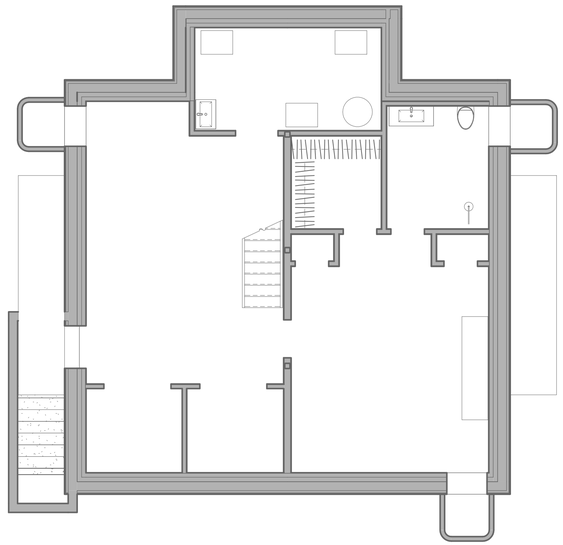


A3 LEVEL 00 PLUMBING & HVAC
3/16" = 1'-0"



A2 LEVEL 00 ELECTRICAL
3/16" = 1'-0"

## PLUMBING AND VENTILATION NOTES

1. Unit ERV systems shall provide required ventilation per ASHRAE code requirement for kitchens and bathrooms.
2. Refer to MEP Specifications for appliance and equipment schedule and plumbing requirements.
3. All dimensions are to face of rough frame to center of fixture unless noted oherwise.
4. All exterior plumbing vents shall be air sealed. Coordinate vent airsealing and penetrations with GC prior to comensing with work.
5. Refer to interior elevations for baths and kitchens. All fixtures are graphic and for location purposes only.

**ABBREVIATIONS**

| | |
|---|---|
| RCG | RETURN CEILING GRILL |
| SCG | SUPPLY CEILING GRILL |
| SFG | SUPPLY FLOOR GRILL |
| ERV | ENERGY RECOVERY VENTILATOR |
| AHU | AIR HANDLING UNIT |

**COLOR LEGEND**

- ERV FRESH AIR SUPPLY
- ERV STALE AIR EXHAUST
- 4" ROUND CEILING SUPPLY PORT
- 4" ROUND CEILING EXHAUST PORT

## PLUMBING LEGEND

- FRENCH DRAIN, SLOPED PER CODE
- 1/2" NPT HOT WATER LINE IN WALL PARTITION
- 1/2" NPT HOT WATER LINE IN FLOOR PLENUM
- 2" OR 4" DRAIN LINE IN FLOOR PLENUM
- 4" DRAIN LINE RISER
- FROST PROTECTED HOSE COCK, BRONZE FINISH

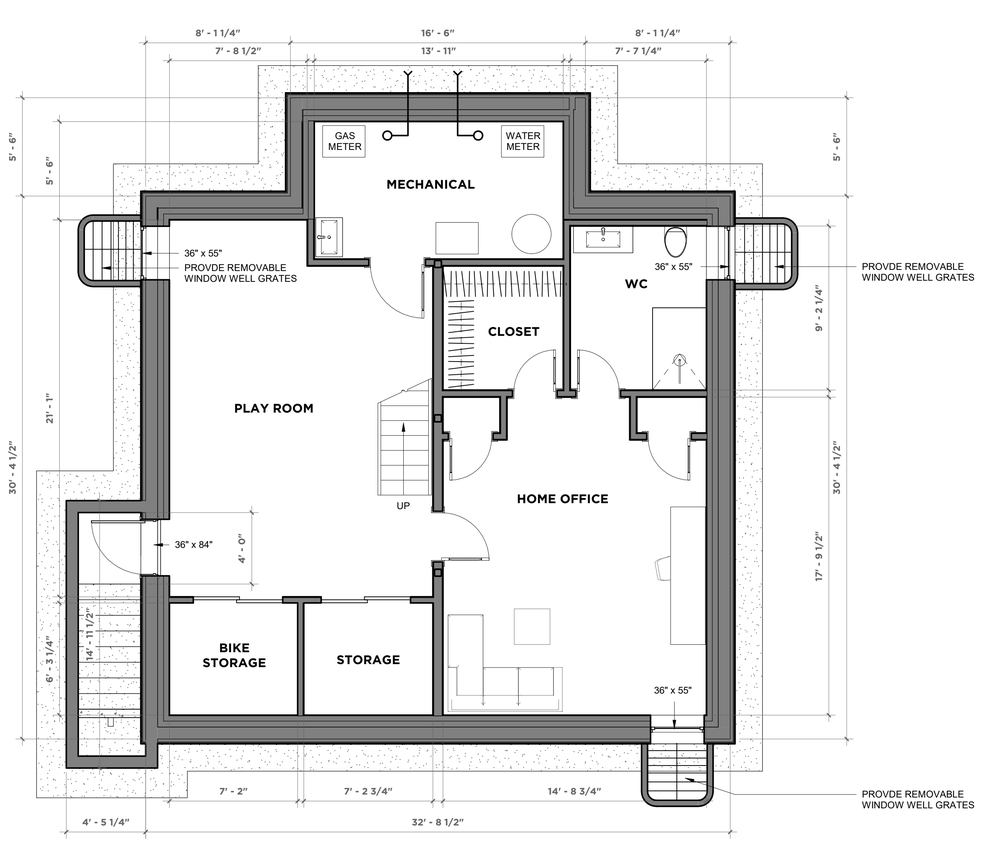
**NOTE: 146.5 LF OF HOT WATER ON RECIRCULATION LOOP**

## ELECTRICAL NOTES

1. Refer to Fire Alarm Plans for Horns, Strobes, and Pull Stations. All work shall be installed per IBC.
2. Refer to MEP Specifications for appliance and equipment schedule and electrical requirements.
3. All dimensions are to face of rough frame to center of fixture unless noted oherwise.
4. All outlets are 12" above subfloor. Provide outlets per Code. Those shown on Plan are specific locations U.N.O.
5. All lighting switches are 32" above subfloor.
6. All Kitchen backsplash outlets and switches are 3'-9-3/4" above subfloor.
7. Switches shall be dimmable unless noted otherwise.
8. Recessed lighting by....
9. All recessed housing boxes shall be I.C. Rated for New Construction for Garage and Level 3.
10. All exterior lighting boxes shall be air sealed. Coordinate fixture airsealing and wiring penetrations with GC prior to comensing with work.
11. All electrical boxes on Party Walls (Wall Type 1) shall be extendable boxes to admit (2) layers 5/8" gypsum board.
12. Refer to interior elevations for baths and kitchens. All wall sconces are graphic and for location purposes only.
13. Refer to RCP for ceiling height locations.

## ELECTRICAL LEGEND

- OCCUPANCY SENSOR
- THREE WAY SWITCH
- DOUBLE SWITCH
- SINGLE SWITCH
- MOTION SENSOR EXTERIOR LIGHT
- WALL SCONCE
- PENDANT LIGHT
- RECESSED LED LIGHT
- RECESSED LED DIRECTIONAL LIGHT
- RECESSED LED STEP LIGHT
- 24" OR 48" LED UNDERCABINET LIGHT
- PHOTO ELECTRIC SMOKE AND CARBOM DETECTOR
- SMOKE DETECTOR
- EMERGENCY BACK UP LIGHTING
- PROVIDE POWER
- DOOR BUZZER AND INTERCOM




A1 LEVEL 00
1/4" = 1'-0"

GROUP DESIGN BUILD

PROJECT: **201811**
**60 Stearns Street**

PROJECT ADDRESS: 60 Stearns Street
Cambridge MA 02138

ARCHITECT + GC:
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info@GroupDesignBuild.com

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Elhankin@me.com

**Civil Engineer**
Samiotes
20 A Street
Framingham, MA 01701
Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
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LEVEL 00

As indicated

A.100

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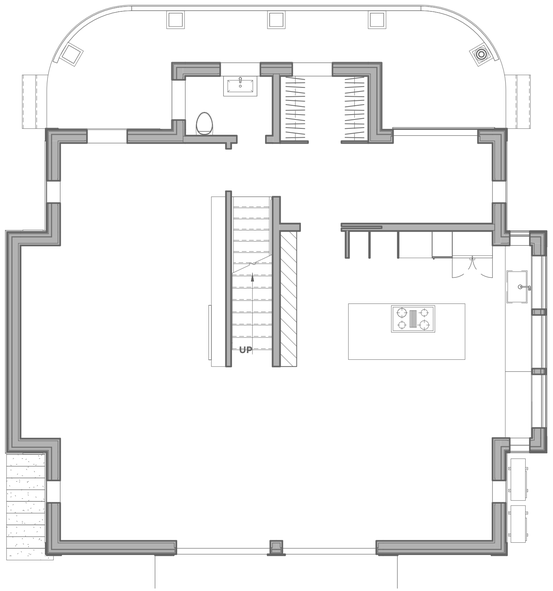
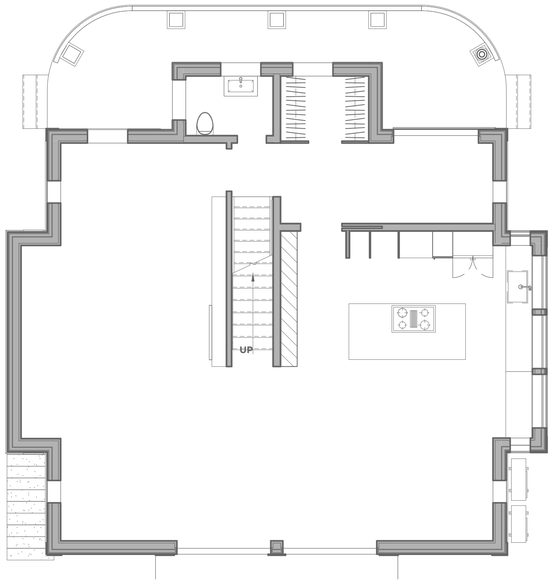
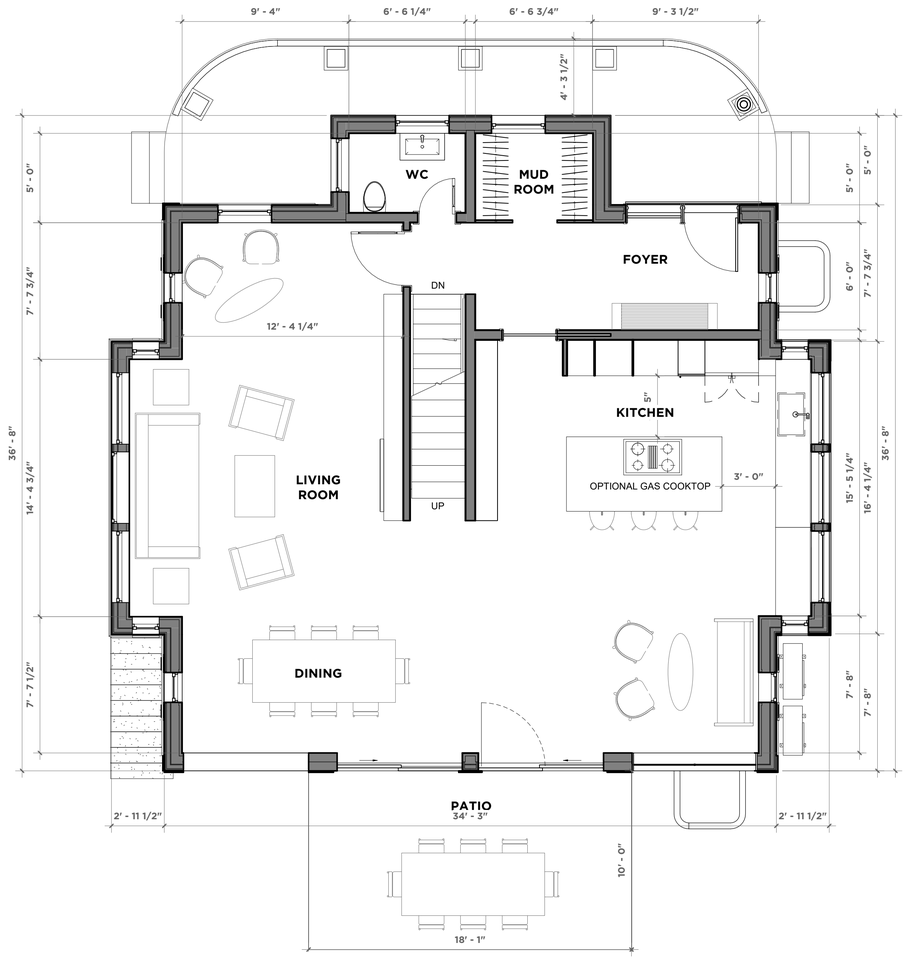



A3 **LEVEL 01 HVAC & PLUMBING**
**3/16" = 1'-0"**




A2 **LEVEL 01 ELECTRICAL**
**3/16" = 1'-0"**




A1 **LEVEL 01**
**1/4" = 1'-0"**

GROUP DESIGN BUILD

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**60 Stearns Street**

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| MARK | DATE | DESCRIPTION |
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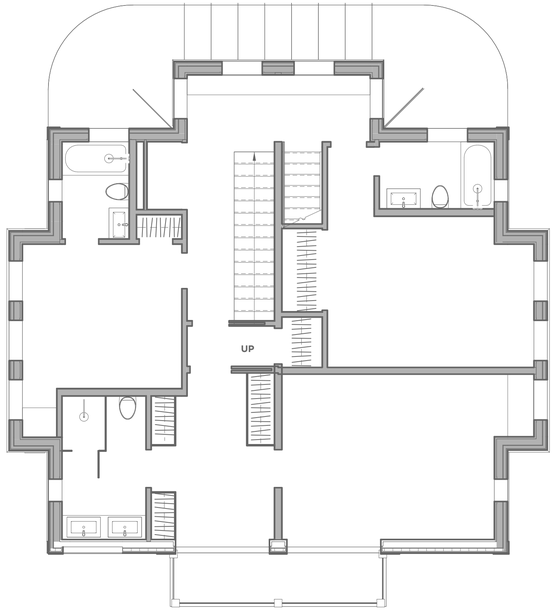
LEVEL 01

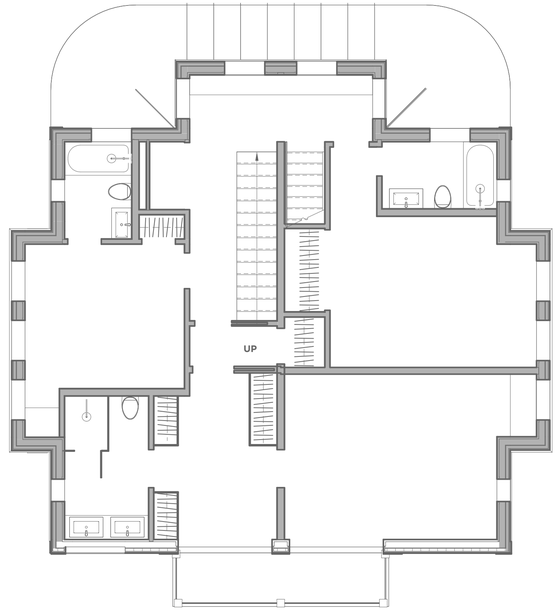
**As indicated**

# A.101

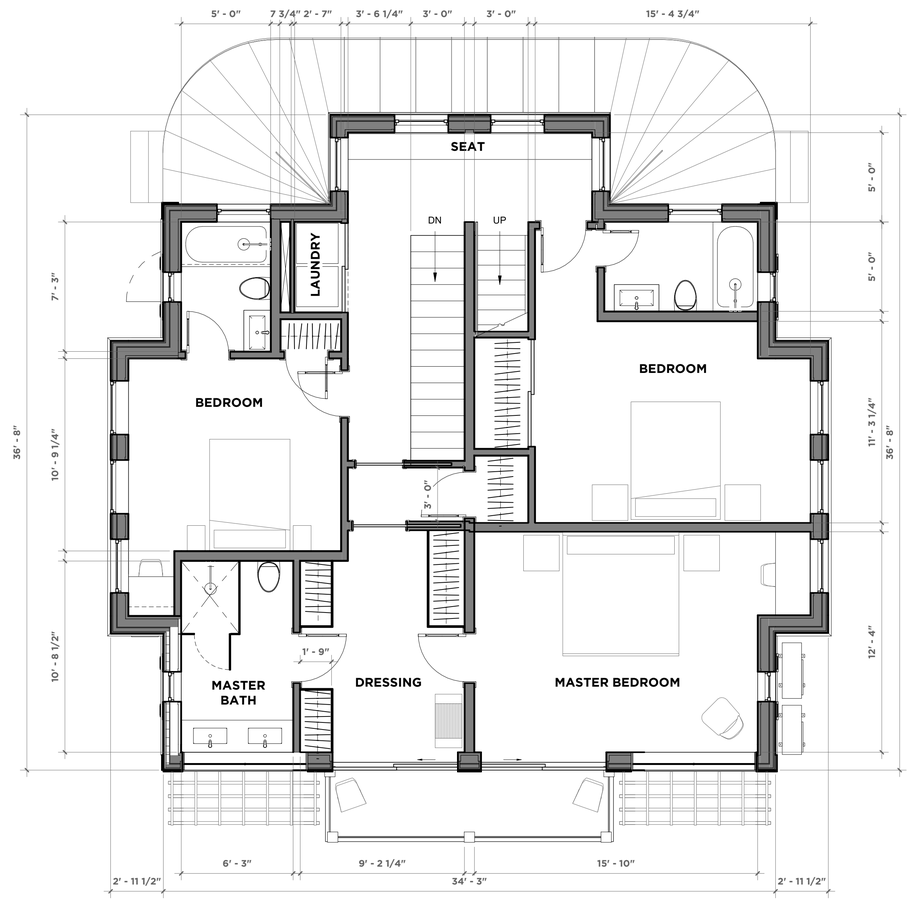
8/26/2019 6:53:06 PM




A3 **LEVEL 02 HVAC & PLUMBING**
**3/16" = 1'-0"**




A2 **LEVEL 02 ELECTRICAL**
**3/16" = 1'-0"**




A1 **LEVEL 02**
**1/4" = 1'-0"**

GROUP DESIGN BUILD

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**60 Stearns Street**

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Cambridge MA 02138

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**Civil Engineer**
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Framingham, MA 01701
Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
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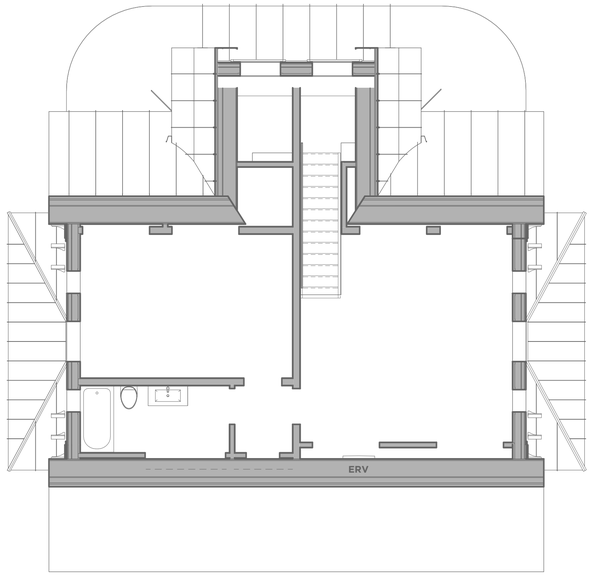
LEVEL 02

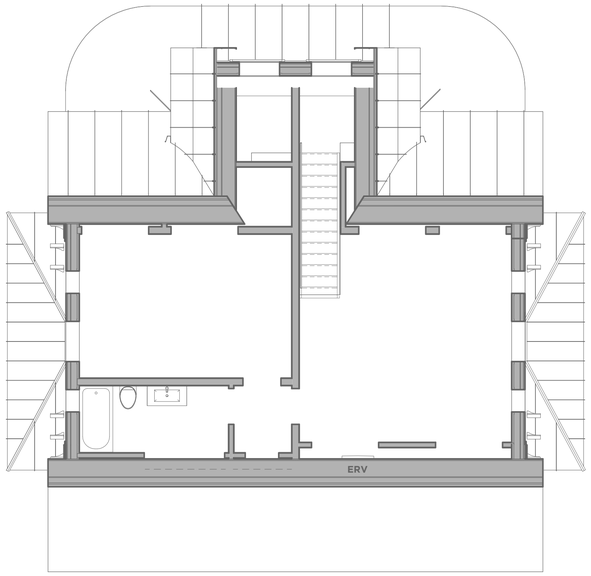
**As indicated**

# A.102

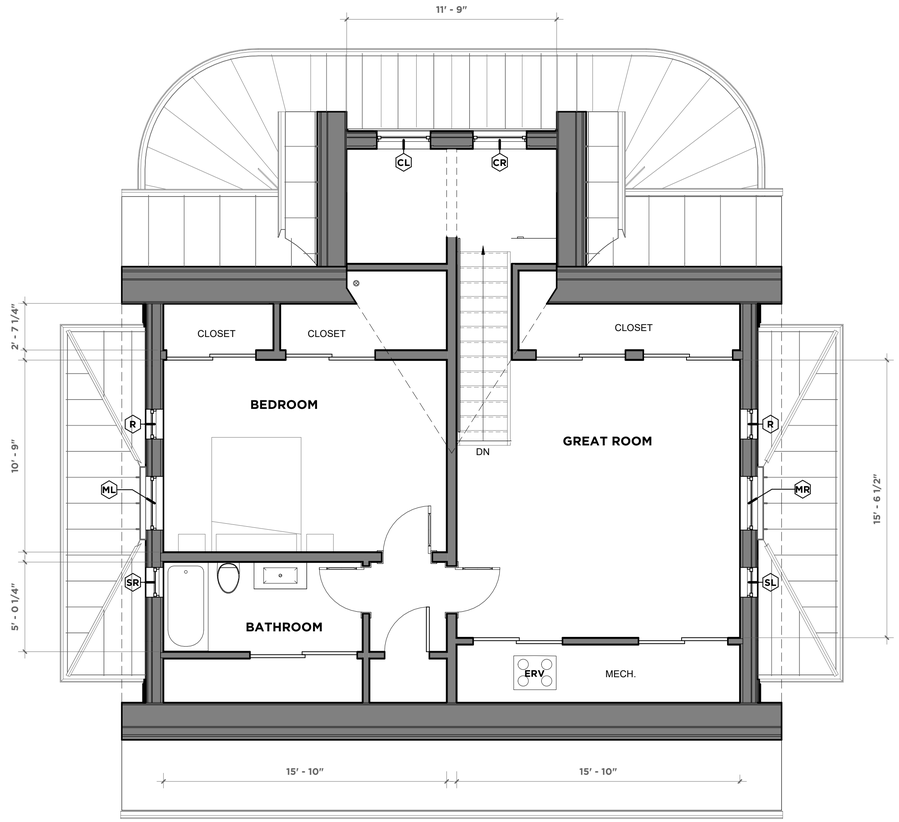
8/26/2019 6:53:09 PM




A3 **LEVEL 03 Copy 1**
**3/16" = 1'-0"**




A2 **LEVEL 03 ELECTRICAL**
**3/16" = 1'-0"**




A1 **LEVEL 03**
**1/4" = 1'-0"**

GROUP DESIGN BUILD

PROJECT: **201811**
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Elhankin@me.com

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Framingham, MA 01701
Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
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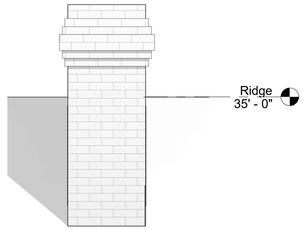
LEVEL 03

**As indicated**

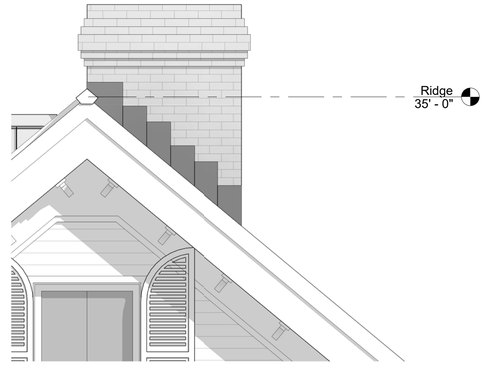
A.103

8/26/2019 6:53:10 PM

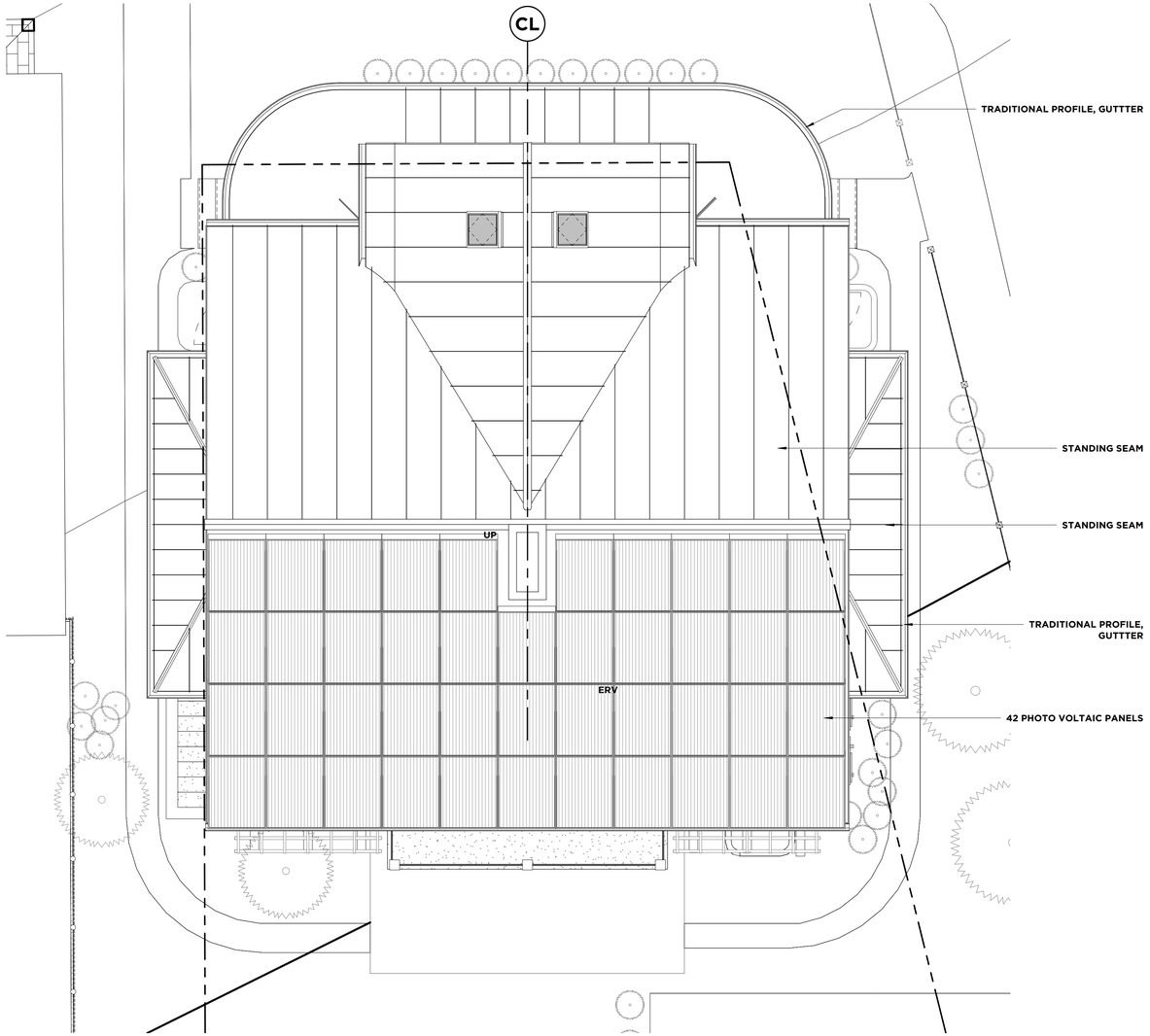
B3 ROOF AXON VIEW




02 CHIMNEY ENLARGED FRONT VIEW
1/2" = 1'-0"




B1 CHIMNEY ENLARGED SIDE VIEW
1/2" = 1'-0"




A1 ROOF PLAN
1/4" = 1'-0"

GROUP DESIGN BUILD

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Elhankin@me.com
**Civil Engineer**
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Framingham, MA 01701
Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
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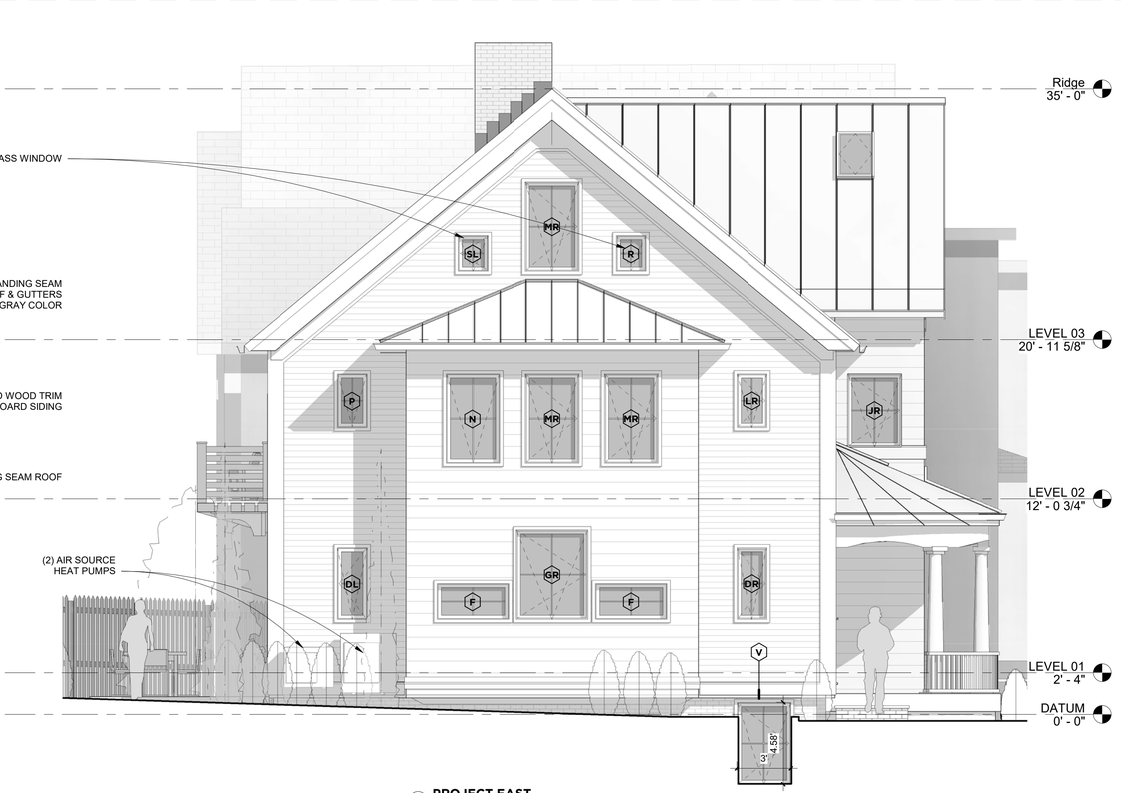
LEVEL ROOF

**As indicated**

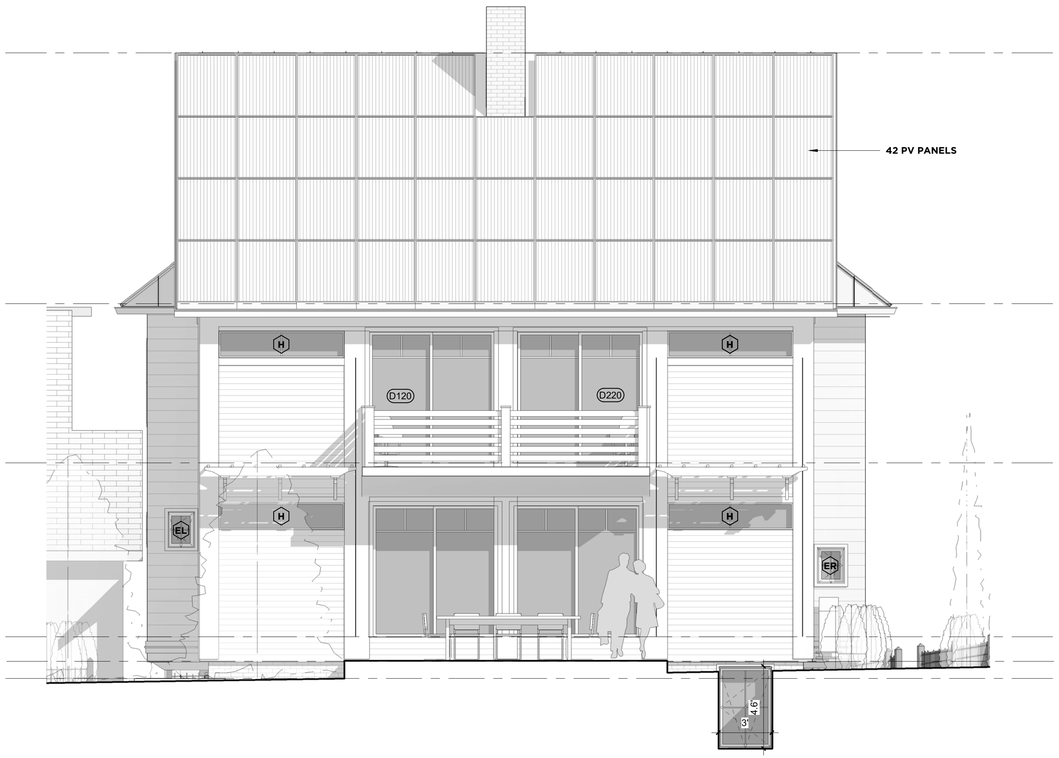
A.104

8/26/2019 6:53:18 PM

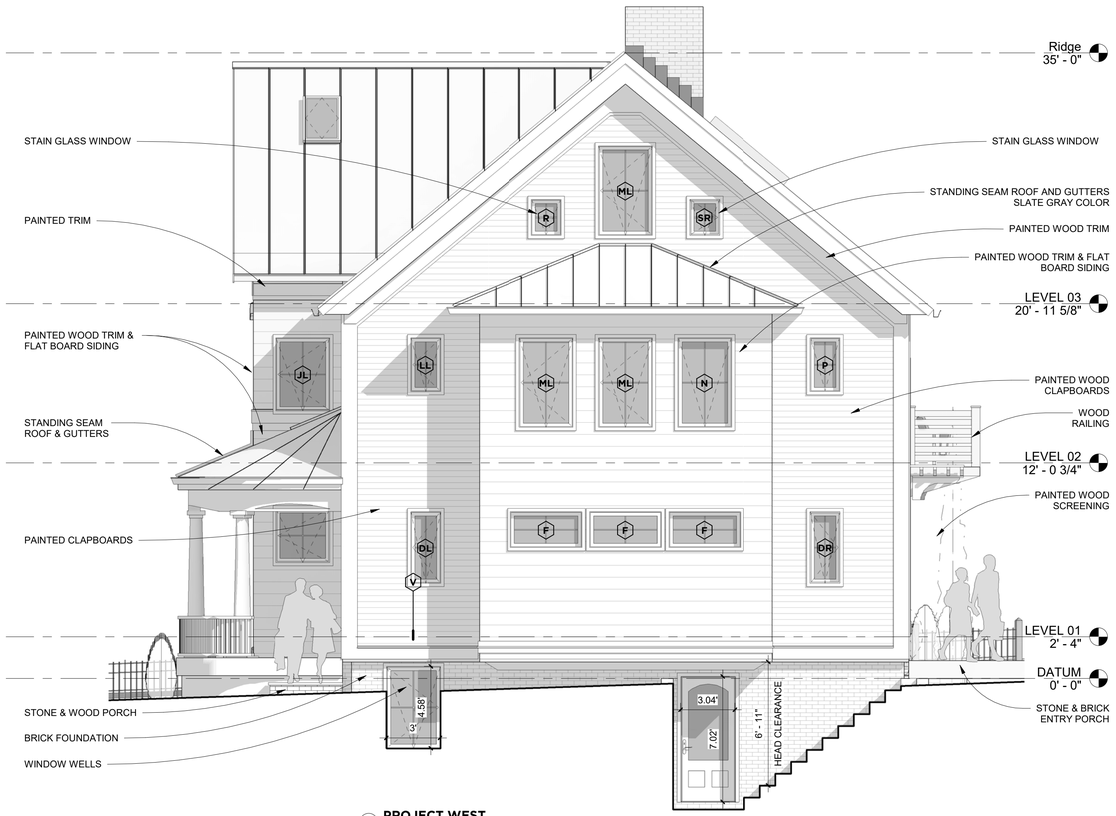

B2 **PROJECT NORTH**
1/4" = 1'-0"




B1 **PROJECT EAST**
1/4" = 1'-0"




A2 **PROJECT SOUTH**
1/4" = 1'-0"




A1 **PROJECT WEST**
1/4" = 1'-0"

GROUP DESIGN BUILD

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# ELEVATIONS

1/4" = 1'-0"

# A.201

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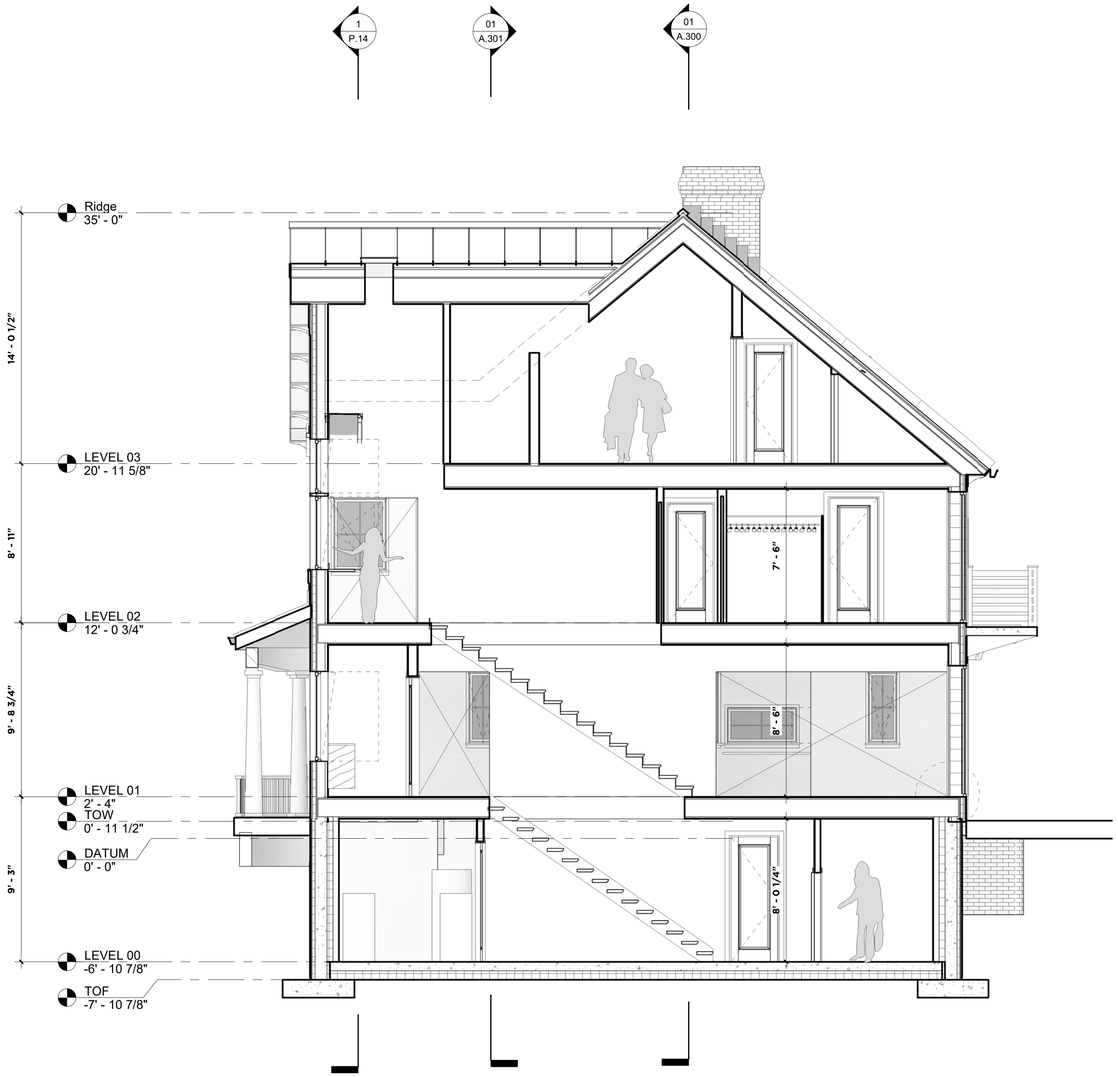


02 **Longitudinal Section**
**1/4" = 1'-0"**

01 **Cross Section**
**1/4" = 1'-0"**

GROUP DESIGN BUILD

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Jhorgan@Samiotes.com

| MARK | DATE | DESCRIPTION |
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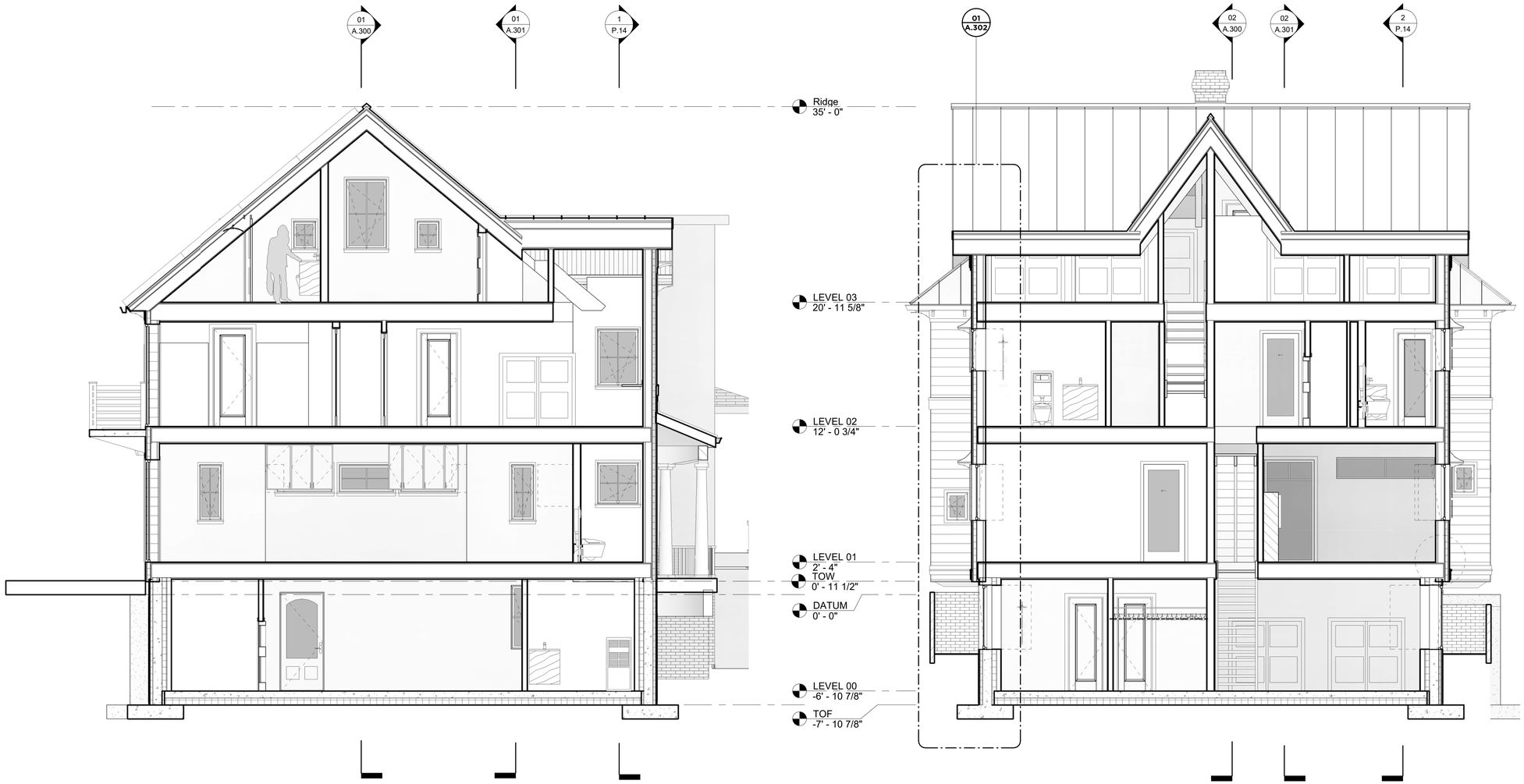
# BUILDING SECTIONS

**1/4" = 1'-0"**

# A.300

8/26/2019 6:53:49 PM




02 **Section 5**
**1/4" = 1'-0"**

01 **Section 4**
**1/4" = 1'-0"**

GROUP DESIGN BUILD

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Elhankin@me.com

**Civil Engineer**
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Framingham, MA 01701
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| MARK | DATE | DESCRIPTION |
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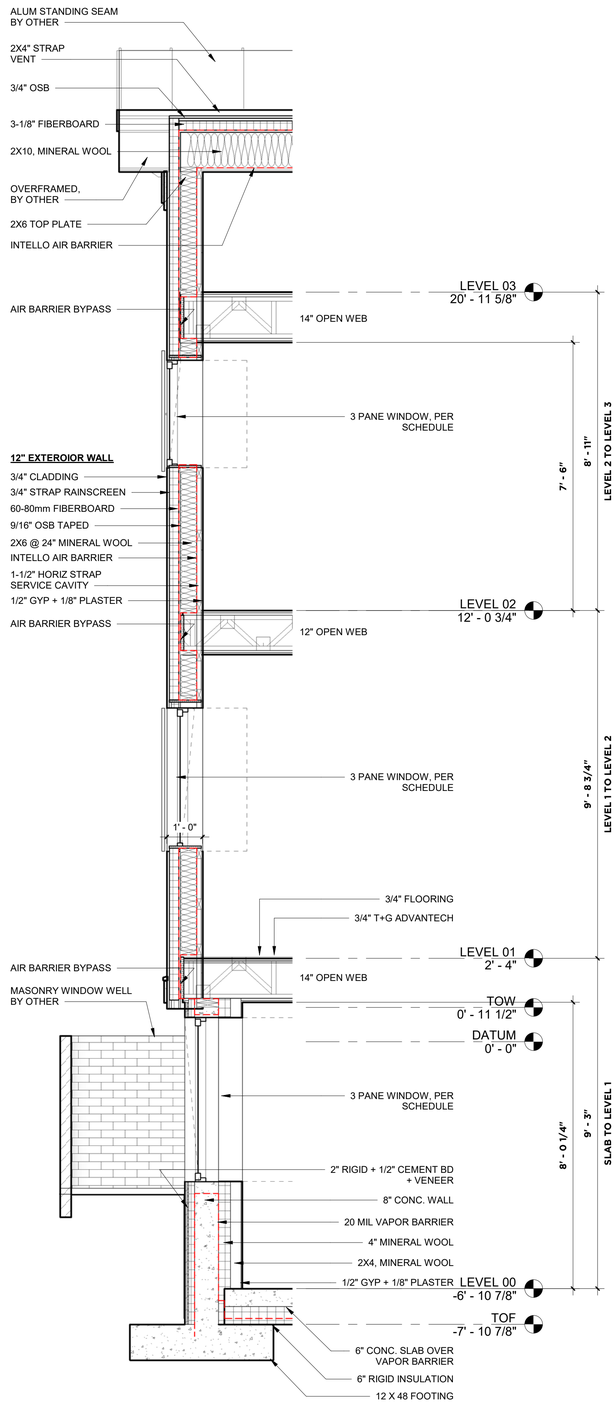
# BUILDING SECTIONS

**1/4" = 1'-0"**

# A.301

8/26/2019 6:53:57 PM




01 **TYPICAL WALL SECTION**
**1/2" = 1'-0"**

GROUP DESIGN BUILD

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**60 Stearns Street**

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# GENERAL PRODUCT SPECIFICATIONS

**THIS PROJECT FEATURES (2) AIR BARRIERS**
(1) INTERIOR BARRIER ALONG THE INTERIOR PLANE OF ROUGH FRAMING. WRAPPING ABOIUT RIM JOISTS AND UNDERSIDE RAFTERS.
(1) EXTERIOR AIR BARRIER ALONG THE PLANE OF EXTERIOR SHEATHING FROM FOUNDATION TO ROOF RIDGE.

PLEASE SEE MATERIALS AND COORESPONDING APPLICATION LIST BELOW FOR ASSEMBLY SEQUENCING :

**AIR SEALING TAPES**
- TESCON VANA (INTELLO)
- EXTOSEAL VENOC (PLYWOOD SHEATHING)
- CONTEGA FIDEN EXO (EXPANDING FOAM)
- EXTOSEAL ENCORS (UNDER DOOR/WINDOW)
- CONTEGA SOLIDO EXO (BASEMENT DOOR/WINDOW)
- CONTEGA SOLIDO SL-D (INTERIOR DOOR/WINDOW)

**AIR SEALING WRAPS**
- INTELLO PLUS (INTERIOR AIR BARRIER)
- SOLITEX MENTO 3000 (RIM JOIST BANDS & ROOF)

**AIR / VAPOR SEALING LIQUID APPLICATIONS**
- TESCON PRIMER RP (GUTEX PRIMER)
- CONTEGA HF (EXTERIOR ROUGH OPENING JOINTS)
- PROSOCO LIQUID AIR DAM
- PROSOCO LIQUID FLASH
- PROSOCO LIQUID GAP FILLER
- STEGO® WRAP VAPOR BARRIER 15-MIL (UNDER SLAB)
- STEGO TACK® TAPE (BARRIER TO CONC. WALL)
- STEGO TAPE® (BARRIER SEAMS AND JOINTS)

**INSULATION TYPES**
- GUTEX MULITHERM 80 3-1/8" (WALLS / ROOF)
- ROXUL THERMOSAFE MINERAL WOOL BATTS (WALLS / ROOF / MISC APPLICATIONS)
- DOW CORNING EPS 250 2" (UNDER SLAB)
- HEATLOK SOY 200 PLUS ® CLOSED CELL (RIM JOIST FRAMING, BASEMENT WALLS)

| MARK | DATE | DESCRIPTION |
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# WALL SECTIONS

**As indicated**

# A.302

8/26/2019 6:54:00 PM

## Pacheco, Maria

**From:** Tagore hernandez <hernandez@groupdesignbuild.com>
**Sent:** Wednesday, September 25, 2019 1:46 PM
**To:** Pacheco, Maria
**Subject:** Fwd: 60 Stearns Street MOU Finalized
**Attachments:** Stearns MOU and Abutter Agreement.pdf

Attached is the Neighborhood Agreement Letter, known as the MOU (memorandum of understanding). Please upload this file to the application - per request of neighbors.

**M. Tagore Hernandez**
Managing Director, CPHC

Group Design Build Inc
30 Quincy Street
Somerville MA 02143
617.877.0155
www.GroupDesignBuild.com

Memorandum (MOU) between Elisabeth Harper and the Taylor Square Neighborhood Committee regarding 58 - 60 Stearns Street (herein referred to as 60 Stearns)

September 13, 2019

This agreement is entered into by Elisabeth Harper (Owner) and the neighborhood committee made up of abutters and neighbors, the Taylor Square Neighborhood Committee (TSNC) to serve as a Memorandum of Understanding (MOU) and confirm the agreements and understandings with respect to the proposed demolition and development at 60 Stearns Street, Cambridge, Massachusetts (the "Project").

This MOU, including its exhibits and attachments which Owner and the TSNC enter into, shall be submitted with the variance application and shall be made part of the Cambridge Board of Zoning Appeals (BZA) decision regarding the 60 Stearns Street variance(s) application. The sections of the MOU that are within the jurisdiction of Inspectional Services Department (ISD) shall, in addition to its support and dispute resolution sections, and as part of the BZA decision, be enforceable by the City of Cambridge, and shall thereby be considered binding and a matter of public record.

This MOU anticipates that the BZA will grant variances as requested by Owner and approved by the TSNC. An important element of the plans submitted to the BZA is to site the proposed building further forward on the lot (towards Stearns) than had been proposed in the Owner's original January, 2019 proposal. In return for the Owner moving the building forward and changing the design of the building, the TSNC will support the non-conforming conditions that create a need for variance approvals. The resulting non-compliance setbacks created by the requested forward siting of the building are: 1) at the front street (Stearns Street), and 2.) at the east side (Esten Street, legally considered another front street), and 3.) at the west side abutting 56 Stearns Street. The purpose of this change in the location of the building is to: a) bring the front porch into alignment with the other houses on Stearns street; b) create more green space in the rear, thus preserving a neighborhood preferred backyard "greenway" shared by several of the abutters on Stearns and Fenno Streets; and c) preserve the privacy of Fenno, Stearns and Newell Street abutters. The Owner will request variances from the BZA for each of these three non-compliant setbacks.

In addition, the Owner will request a fourth variance for the maximum allowable height, as invoked by a new requirement regarding below grade elevations (due to exterior stairs). The new formula adds 0.93', so the requested total height will be no more than 36'. Under ISD's previous, formula, which didn't include below grade elevations, the total height is calculated to be no more than 35'.

Notwithstanding the above, if the BZA does not approve the application for variances as requested by the Owner, this MOU shall become null and void.

1. **Building and Site Design of Project**

The building will be a single family home, as shown on the attached Exhibit A. All plans, construction and related documents filed with the city related to this project and this MOU shall be consistent. In the future, if there is disagreement between the Owner and the TSNC as to the meaning of the Exhibit A and subsequent documents, the parties will use the MOU to clear up any inconsistency.

The design of the building and project are to include the following major features:

- Floor Area Ratio not to exceed C-1 zoning of .75
- This single-family home will have four bedrooms and 5.5 bathrooms
- The home will have two parking spaces located in the rear of the building and accessed via Esten Street
- There will be three stories above ground, and the height, using the ISD formula for counting exterior stairs, will be no more than 36'. Under the previous ISD formula, with no factor for below grade stairs, the height would be calculated as no more than 35'.
- While the separate basement entrance may be desirable in terms of the real estate market, at no time will the Owner create or permit to be created a separate apartment in the basement

The setbacks, both those that conform and those that don't conform (require a variance) shall be shown with specificity in the Exhibit A plans.

Heating, Ventilating and Air Conditioning air source heat pumps will likely require two pieces of outdoor equipment. Each shall be located in unobtrusive locations on the Esten Street side of the property. The City of Cambridge Noise Ordinance shall be considered a minimum basis of design.

Fuel for cooking has not been finalized at this time. The Owner's preference is that it will be electricity. However, the existing gas service and space for a kitchen hook-up will be maintained to facilitate the installation of a gas cooktop if this is preferred by a future owner.

The Owner plans on building a fence on the Stearns and Esten sides of the Project. These fences shall not exceed 36" in height and shall be of such materials as to permit light and

Att SB

air to pass freely through. The fence along the rear (South) of property line shall not exceed the height of the fence that exists on the abutting Fenno Street properties. The fence along the 56 Stearns street side shall be governed by the agreement between the owner and the owner of 56 Stearns (Elston House) and such agreement shall be attached to and made part of this MOU.

## 2. Demolition

Owner, including her contractors and subcontractors, will take care during demolition of the existing house at 58-60 Stearns to limit noise, debris, dust and other such demolition concerns. Owner will also take care to avoid damage to any houses or property of the abutters. Given the very close proximity to 56 Stearns Street, Elston house, Owner shall take special care to avoid damage to that house. The separate agreement entered into by Owner and Elston shall be included as an addendum to this MOU.

During demolition, the basement wall of the existing house at 60 Stearns closest to the Elston house shall remain intact and shall be back filled by adequate composite fill so as to insure its stability and that the Elston house foundation is secure.

## 3. Materials

Exterior materials are described in Exhibit A and below and will be shown on the material sample board prior to receiving a building permit, showing all exterior materials to be used and to be approved by the City.
Significant changes to the exterior building materials, prior to or after the issuance of the building permit shall be submitted to the TSNC in order to provide meaningful input on the compliance of the MOU. The TSNC will provide feedback to the Owner within 10 business days of receiving such intended exterior material changes.

The exterior building materials include:

- Roof: Standing Seam Metal; slate grey
- Trim: All Wood, painted (including corner boards, rake and eave, base/water table, window head/jamb, sill and apron/skirt;
- Siding: Wood clapboard with decorative shingle pattern on the front facade facing Stearns Street, painted;
- Chimney: Brick;
- Ground Floor Porches: Base, brick and stone; Trex or wood decking, wood, columns painted;
- Second Floor Porches: Trex or wood rails, Trex or wood decking;

GW/SB

- Metal gutters: to match roof;
- Windows: aluminum exterior, factory-painted;
- Exterior Doors: wood and glass, painted;
- Foundation: clad in masonry;
- For safety, basement window wells will be surrounded by metal window grates over the proposed window wells, the dimensions of which are shown on Appendix A. These grates will have no impact on the setbacks.
- The building will be solar ready but may not have solar panels installed
- It is very likely that prefabricated panels will be used in the construction of the house. This will speed the construction and substantially reduce the noise and disruption associated with traditional construction techniques. However, no final determination has been made regarding the use of prefabricated panels vs on-site construction for above grade framing.

If the variances previously referred to are accepted by the BZA, any new submissions, made by the Owner, or her builder, to City Agencies (Cambridge Historical Commission, ISD and BZA) will be shared with the TSNC ten days in advance of such submission(s) to the city so that the TSNC can assure that such submission is in compliance with this MOU, including Exhibits and addendum(s).

## 4. Construction Process

Owner agrees to conform to the requirements of Section 18.20 of the Cambridge Zoning Ordinance and submit a Construction Management Plan (CM Plan) to Inspectional Services Department (ISD) prior to the issuance of a building permit. Prior to submitting the CM Plan, Owner shall provide a copy to TSNC for their review and comment. The CM Plan shall indicate:

- The Project is anticipated to take 12-14 months to complete;
- The Project is expected to begin in early 2020;
- Contractor will provide the TSNC with contact information of three people who can be contacted in the event of an issue;
- Temporary sidewalk encroachments and measures will be taken to allow pedestrian movement;
- Dumpster shall be sited in the rear of the property;
- Contractor employee and subcontractors parking locations: Employees and subs will park their vehicles in the rear of the property. If additional parking is required, no

SB

more than four vehicles typically will park on Stearns Street. To the extent possible, trucks parked on the street will be parked directly in front of the property.

- Daily site and street sweeping to reduce dust and mitigate construction debris;
- A construction fence will be installed to secure the site;
- Rodent control measures will be undertaken, per ISD requirements;
- Construction Hours, as stated by Cambridge Noise Control Ordinance, Chapter 8.16
    - 7:00 AM - 6 PM on week days
    - 9:00 AM – 6 PM on Saturdays
    - No work on Sundays
    - Notwithstanding the city noise ordinance, Owner will use best efforts to start significant construction noise after 7:30 am during the week.

The Owner, or designee, shall send electronically regular bi-weekly (every two weeks) to the TSNC steering committee updates of the construction process, including but not limited to deliveries and other construction processes that may cause significant disruption, noise, access or other activities impacting the neighborhood. Such communication could be in the form of spreadsheet, or similar mechanism, showing activities and milestones sent every two weeks for a rolling two-week period.

The above paragraph shall apply but not be limited to deliveries. This is particularly the case for large deliveries, or other activities that might cause full or partial street closures, but shall not be limited to them.

During construction, Owner shall take care to not damage any of the abutting houses and structures including those on Stearns, Newell and Fenno Streets, and will be responsible for any inadvertent damage which may occur. The Owner's contractor will utilize extensive Best Practice demolition, excavation and construction protection techniques so as to eliminate structural impact on the buildings on the abutting houses on these three streets. The Owner's contractor and structural engineer have determined that none of the houses other than 56 Stearns are in sufficient proximity to incur possible structural damage. Detailed analysis of existing conditions of 56 Stearns will be undertaken, as outlined in the contract between the Owners of 56 and 60 Stearns. The Owner will arrange for videotaping of the basements of the 2 additional abutters – i.e. those who have adjoining property on Fenno Street – to be done at the request of either of those abutters.

To cover damage to any abutter's property caused by the demolition and construction, Owner will provide a copy of her contractor's Certificate of Insurance, such insurance liability coverage in the amount of no less than two million ($2,000,000) dollars.

GA/SB

Additionally, Owner shall secure at least one and half million ($1,500,000) dollars liability coverage in the event the contractor liability coverage is insufficient to cover damages to abutters including those on both sides of Stearns, those on Fenno and on Newell.

In the event that the Parties cannot agree as to whether there has been damage, or as to the extent of such damage, or to the cause of such damage and the appropriate remedial action to be taken, the Parties agree to cooperate with each other to resolve any disputes informally by discussing the issues. In the event resolution is not possible, the parties agree to mediate to resolve any differences with the cost of mediation to be shared equally. The parties may select a mediator by agreement, or if they cannot agree, each party shall select a mediator and the two chosen mediators shall select a third who will serve as the mediator. If mediation fails to result in an agreement, either party may demand arbitration in accord with the rules and procedure of the American Arbitration Association (AAA).

## 5. Support

Subject to the last paragraph of this Section, the TSNC agrees to support Owner's application before the BZA for the previously identified variances to implement the site and design as shown in Exhibit A and as described in this MOU.

Notwithstanding the foregoing, all obligations of the TSNC under this Section 5 shall be subject to the following conditions: 1) compliance by Owner with the provisions of Sections 1-4 above; and 2) the opportunity for the TSNC to review any and all amendments or changes to the plans and to provide meaningful input as to their content to ensure compliance with the undertakings in this MOU. The TSNC will provide feedback within 10 business days of receiving from the Owner any material changes to the plans as described in this MOU, including addendums and exhibits.

In the event of a dispute between Owner and the TSNC that they cannot resolve regarding material changes to the project resulting from value engineering (redesign or other material changes based on budget constraints) or otherwise, the TSNC shall notify the Owner in writing of such irreconcilable differences within 10 days. Once such notice has been provided via email, text or other written mechanism, Owner shall not institute such change(s), and the dispute shall be resolved in the manner identified in the last paragraph of Item 4. Construction Process.

The support indicated by this MOU shall take the form of a separate letter or letters of support to the Chairman of the BZA (Constantine Alexander, 831 Mass Ave, Cambridge, MA 02138) indicating the support of each of the members of the TSNC for the preference for the proposed non-conforming design as being far superior to the Owner's originally conforming design. This letter or letters will be sent to the BZA within two weeks after the Owner provides the TSNC with an electronic copy, secured from ISD, of the variance application, including plans and drawings.

In Agreement to the Memorandum this 13th day of September 2019

| | |
|---|---|
| Elisabeth Harper | 58-60 Stearns St. Cambridge MA 02138 |
| Stephen Bardige | 55 Stearns St. Cambridge, MA 02138 |
| Mary Elston | 56 Stearns St. Cambridge MA 02138 |
| Justi Godoy | 56 Stearns St. Cambridge MA 02138 |
| Anita McClellan | 50 Stearns Cambridge, MA 02138 |
| Adam Mitchell | 48 Stearns Cambridge |
| Heddi Siebel | 41 Stearns St Cambridge |
| Julia Todd | 49 Fenno St Cambridge |
| Anne Shumway | 57 Fenno St Cambridge |

EA/SB

Alexander von Hoffman — 43 Stearns St, Camb. 02138

Steve Gallant — 49 Fayerweather St, Camb.

Ruth Allen — 4/8 Fenno Court

SG/SB

# AGREEMENT

This Agreement is entered into by Elisabeth Harper (hereinafter referred to as "Harper") and Mary B. Elston and Justin Godoy (hereinafter collectively referred to as "Elston") this 13th day of September, 2019.

WHEREAS, Harper is the owner of that certain parcel of land and the buildings thereon, known and numbered as 58-60 Stearns Street, Cambridge, MA (hereinafter referred to as "60 Stearns"), and Elston is the owner of that certain parcel of land and the buildings thereon, known and numbered as 56 Stearns Street, Cambridge, MA (hereinafter referred to as "56 Stearns"); and

WHEREAS, Harper has proposed to demolish the building(s) on 60 Stearns and to construct a new single family dwelling on said parcel; and

WHEREAS, Elston has concerns that 56 Stearns may be adversely affected by such construction given that the structures on the subjects lots are of close proximity; and

WHEREAS, Harper and Elston would like to address all concerns in a mutually beneficial manner and to provide now for possible issues and consequences that arise in the construction process and that may continue into the future.

NOW THEREFORE, in consideration of One Dollar ($1.00) and the other mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## STRUCTURAL ENGINEER.

1. Harper has engaged Evan L. Hankin, P.E. as a structural engineer to provide two pieces of analysis of any potential impact of Harper's construction at 60 Stearns on the foundation of 56 Stearns. These stamped letters, soil borings, and drawings which designate a conservative, safe angle (angle of repose), demonstrate with high confidence Hankin's opinion that the structure of 56 Stearns Street will not be negatively impacted by the excavation techniques anticipated by Harper (as documented on the engineering drawings). The documented excavation plan will never be in close proximity to crossing this angle of repose – the angle that is calculated to define how soil is compacted and stabilized through geometric pressures. Anything left of this angle is considered by Hankin a safe space for construction that will not disturb soil to the right of the angle. Because the soil borings demonstrate deep levels of dense, compact clay (rather than softer soil or sand), this angle is actually much conservative in Hankin's opinion because the calculations don't consider the much more dense and stable soil type. The structural engineer's analyses are provided in Exhibits E and F.

   During demolition, the basement wall of the existing house at 60 Stearns closest to the Elston house shall remain intact and shall be back filled by adequate composite fill so as to insure its stability and that the Elston house foundation is secure.

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Lastly, the location of the foundation for the new house contemplated at 60 Stearns will be approximately 11' away from the foundation at 56 Stearns – an increased distance of approximately 8'.

However, even with these assurances that minimize risk of structural damage to 56 Stearns, Harper and Elston would like to address all concerns in a mutually beneficial manner and to provide now for possible issues and consequences that arise in the construction process and that may continue into the future.

1. Elston will designate a structural engineer to inspect the foundation at 56 Stearns to determine the condition of such foundation and determine if there are pre-existing weaknesses in the foundation at 56 Stearns. Harper will cause a pre-construction inspection survey to be completed of 56 Stearns, with Harper's structural engineer cooperating with Elston's. Such survey to include adequate photos and/or video documentation of the condition of the home's foundation, walls, and other areas that may be adversely affected by the contemplated construction.

   This survey shall be performed within 60 days prior to any construction or demolition at 60 Stearns. Harper shall provide a copy of the inspection survey to Elston before construction starts and Elston will provide that document to its structural engineer. The analysis will also review the final development plans of Harper to determine whether there are areas of concern in the process that could result in damage to 56 Stearns. Elston shall provide Harper with a copy of any findings by Elston's structural engineer within 5 days of Elston's receipt of the same.

   Harper will provide a copy of the final development plans to Elston at the same time as such plans are provided to the TSNC (Taylor Square Neighborhood Committee).

   Elston's engineer may recommend to Elston to undertake measures necessary to address the current conditions, if any, and that he considers necessary to secure the Elston property prior to the commencement of construction. Such recommendations shall be implemented/initiated within thirty (30) days of receipt of said plans by Harper. As the pre-existing conditions, if any, would not need to be addressed absent Harper's planned demolition, costs to address such conditions to be borne by Harper.

   The estimated cost for the initial inspection process by Elston's designated engineer is $580-$600, and the costs for such work shall be split evenly between the parties. Harper will pay her share of the costs within 30 days of the date the invoice is presented to Harper.

2. Reasonable precautionary measures not already contemplated by Harper's contractor and recommended by the engineer at 60 Stearns will be taken under consideration by Harper's contractor and implemented as determined necessary. Note, that as construction Best Practices, the contractor typically undertakes extensive precautionary measures so as to avoid invoking a claim on the contractor's insurance. However, if

MBE

there are reasonable additional recommended precautionary measures, Harper's contractor will install any precautionary measures not already contemplated by Best Practices, and costs are to be borne by Harper.

3. Elston's structural engineer will revisit the property to monitor whether there has been any movement or damage immediately following the completion of the demolition, and again after completion of the excavation and installation of the new foundation. Harper shall pay the fees for these visits, not to exceed a total of cost $900.00, with any additional costs to be borne by Elston.

4. Once the construction process begins, in the event that an incident occurs that causes damage to 56 Stearns, Harper and/or her contractors will cease construction upon written notice by Elston of same and will not recommence construction until the Parties hereto have developed a plan to prevent further damage and to correct existing damage. The cost to remedy any and all damage caused by the construction, shall be borne by Harper.

**EASEMENT.**

5. Harper agrees that Elston may have access to 36"wide by 36.45' in length on the west property boundary of 60 Stearns for the purposes of repairs and improvements. Harper agrees that such access will not be denied to Elston for any reasonable reason for standard maintenance and construction at 56 Stearns Street. Harper shall waive any bond requirements under MGL Ch 266, Section 120B, as well as notification of any police officer. The Easement shall be in the form and substance as in the written draft Easement attached hereto as Exhibit A. The purpose of the easement and the Easement document shall be substantially as stated and shown in Exhibit A. A draft drawing of the Easement is included in Exhibit B. Elston shall be responsible for recording the Easement, and paying the cost therefore, Elston will provide to Harper a copy of the recorded Easement. The rights specified in such Easement Agreement shall be in addition to those provided by M.G.L. Chapter 266, Section 120B concerning temporary access, as the rights therein are limited and costly.

**WINDOWS**.

6. It is possible that Elston may install windows on the east side of the 56 Stearns property once the building demolition at 60 Stearns is complete. Elston has committed to install no more than 4 windows of a maximum size of 59.5" X 29.5" and no more than 4 windows of a maximum size of 25" X 25". In order to provide privacy for the occupants of each property, the parties agree that any such future windows at 56 Stearns shall attempt to avoid being in direct alignment with the three second-story windows on the west wall of 60 Stearns in the bay intended for use as a bedroom. Harper will support an application by Elston to the Cambridge Board of Zoning Appeals (BZA) for the addition of windows to 56 Stearns in the approximate locations as shown on the sketches provided by Elston's architect and attached hereto as Exhibit C, and subject to review by Harper once full dimensional drawings are provided. The objective of this is providing privacy



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for the second floor bedrooms of each of the houses. In an effort to collaborate between architects, Harper's architect has also provided the designed west elevation of 60 Stearns, complete with window placements, attached as Exhibit D.

**INSURANCE.**

7. Prior to the commencement of construction by Harper's contractor, Harper agrees to provide Elston with a copy of the Contractor's Certificate of Insurance, such insurance to carry liability coverage limits of at least two million dollars ($2,000,000.00) and listing Harper as an added certificate holder. Harper shall also provide to Elston evidence and details of coverage of her General Liability policy with liability limits of $2,000,000.00. Harper will also provide copies of her Builder's Risk Insurance – above and beyond that of the Contractor – for, $1,500.000.00.

**DISPUTE RESOLUTION.**

8. Any dispute regarding the language, terms, performance, breach, or any other aspect of this Agreement shall be resolved in the following manner. The parties agree, to the extent possible, to cooperate with each other to resolve any disputes informally by discussing the issues as they arise. In the event resolution of any dispute is not possible, the parties agree to mediate to resolve any differences with the costs of such mediation to be shared equally between the parties. The parties may select a mediator by agreement, or if they cannot agree, each party shall select a mediator and the two chosen mediators shall select a third. If mediation fails to result in an agreement, either party may demand arbitration in accord with the rules and procedure of the American Arbitration Association (AAA) on the earliest mutually convenient date available on the schedule of the local office of AAA.

SUPPORT FOR THE PROJECT.

9. Elston has been party to and a signatory on a Memo Of Understanding created by the Taylor Square Community Network (TSCN) intended to establish terms by which it will support variance requests that Harper will ask of the Board of Zoning Appeals (BZA). That MOU stipulates that a letter or letters of support for the project will be be submitted to the Chair of the BZA within two weeks of signing the MOU. As direct abutters, and therefore a critical voice, Elston agrees to submit a separate letter of support for the project, referencing this mutually-acceptable contract. This letter is to be submitted within two weeks of the signing of this contract, and should be addressed to: Chairman of the BZA (Constantine Alexander, 831 Mass Ave, Cambridge, MA 02138).

***END OF DOCUMENT—SIGNATURE PAGES TO FOLLOW***

MBE



JG

Witness our hands and seals this 13th day of September, 2019.

Elisabeth Harper

58-60 Stearns St, Cambridge MA, 02138
Address

Mary B. Elston

Justin Godoy

**EVAN L. HANKIN, P.E.**
Consulting Engineer
202 Nehoiden Road
Newton, MA 02468
617.965.1557
elhankin@me.com

March 15, 2019

Re:
60 Stearns Street, Cambridge MA
File No. 9130

Attn:

Cambridge Historic Commission
Demo Case: D-1508

I recently inspected the residential building at **60 Stearns Street** in order to render an opinion regarding its structural condition and to suggest any repairs, if needed. A soil boring report was used to complete my analysis.

The structure is a 2½-story, wood-framed structure with a 12" rubble stone foundation located on a gently sloping lot. The existing condition of the residence is unsatisfactory with poor mortar joints in the foundation, water infiltration, and floor and wall framing which are in need of repair and replacement.

Rebuilding the foundation walls at their present location would restrict the construction effort and cause potential damage to the foundation and the superstructure of the adjacent structure. In order to accomplish the construction of the new foundation walls the house would need to be supported by wood cribbing to allow removal of the existing rubble stone walls and then be lifted to allow tradesmen to form and place concrete for the new walls. The existing structure would then be lowered to its new position.

As shown in the attached cross-section the foundation walls are in very close proximity to each other. It is my concern that the removal of the rubble stone foundation wall at 60 Stearns Street would disturb the adjacent foundation wall. The internal angle of friction, which determines the natural slope of the sub-grade, is shown as dashed lines on the drawing. The angle currently intersects

the existing wall and any required excavation for underpinning. This means that the sub-grade material would slough downwards, i.e. separate from the ground soil and sink. This would then need to be removed for purposes of the new construction. Once the new wall is constructed fill material would need to be installed and compacted. This is another operation that would disturb the adjacent wall and impose stresses for which it was probably not designed.

To avoid these problems, the proposed plans indicate a new structure with concrete foundation walls and wood framing properly sized as required by the Mass. State Building Code and located near the middle of the lot at an appropriate distance from the neighboring residential structure. The new foundation walls would be designed for an allowable soil bearing pressure of 1.5 ksf (0.75 tons per sf.). This is a very conservative value consistent with the boring logs and the Mass. State Building Code.

Under the proposed plans, the existing rubble foundation wall, approximately 3'-10" distance near the property line, would be left in place except for the removal of the top 12 inches. It would then be covered with sub-grade material and have little or no impact on the adjacent structure.

In summary, it is my professional opinion that a new foundation should be built preferably at 11'-6" away from its current location.

Very Truly Yours,

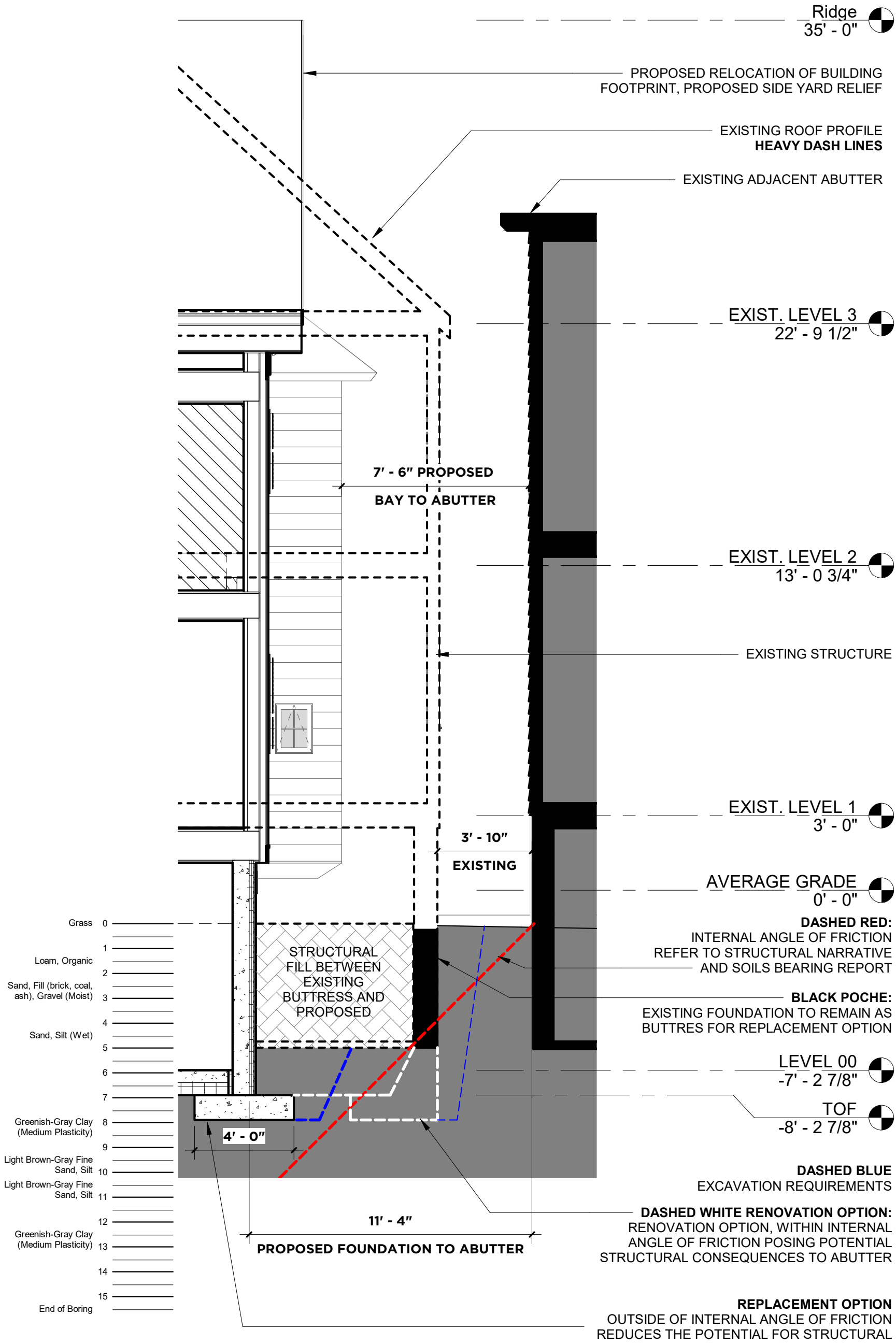
Evan L. Hankin, P.E.

EVAN L. HANKIN No. 28679 REGISTERED PROFESSIONAL ENGINEER

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | *Client: Group Design Build, Inc.* | | ***BORING ID: SB-01*** |
| | | | | | *Project Name/Number:* ***Harper Residence*** | | |
| | | | | | ***58-60 Stearns, Cambridge, Massachusetts*** | | |
| | | | | | *Boring Location: Near southwest corner of the house.* | | *Sheet:* ***1 of 1*** |
| | | | | | *Drilling Contractor: GeoSearch, Inc.* | *Drilling Method: GeoProbe* | *Monitoring Well Installed (Y/N):* ***N*** |
| *Logged For:* ***Hankin*** | | | | | *Date Started:* ***2/24/2019*** | *Boring Diameter: 2"* | *Approx Hammer Weigth/Fall:* ***N/A*** |
| *Ground Elevation:* ***N/A*** | | | | | *Date Completed: 2/24/2019* | *Depth of Boring: 15'* | *Approx. Water Level at Completion: NM* |

| Sample ID | Blows per 6" | Recovery (inches) | tVOCs (ppmv) | Depth (feet) | SOIL CLASSIFICATION | BORING & SAMPLING NOTES |
|---|---|---|---|---|---|---|
| SB-01 (0-5') | N/A | 46 | N/A | 0.5<br>1<br>2<br>3<br>4<br>5 | Grass<br>Loam/ORGANIC<br>Light Brown Fine to Coarse SAND and FILL (i.e. Asphalt, Brick, Coal/Ash, etc…) Trace GRAVEL (Moist)<br>Brown Fine to Medium SAND and SILT<br>Dark Brown/Gray Fine to Medium SAND and SILT | No odors or laboratory confrimation sample collected. |
| SB-01 (5-10') | N/A | 60 | N/A | 6<br>7<br>8<br>9<br>10 | Brown Fine-Medium SAND and SILT (Wet)<br>Greenish-Gray CLAY (Medium Plasticity)<br>Light Brown/Gray Fine to Medium SAND and SILT | No odors or laboratory confrimation sample collected. |
| SB-01 (10-15') | N/A | 60 | N/A | 11<br>12<br>13<br>14<br>15 | Light Brown/Gray Fine to Medium SAND and SILT<br>Greenish-Gray CLAY (Medium Plasticity) | No odors or laboratory confrimation sample collected. |
| | | | | 16<br>17<br>18<br>19<br>20 | End of Boring | |

Ntoes: Stratum Features are approximate. Proportions used 0-10% Trace, 10-20% Little, 20-35% Some & 35-50% And. tVOCs = Total Volatile Organic Compounds (PID calibrated to represent the bezene equivilant in part per million by volume (ppmv)).



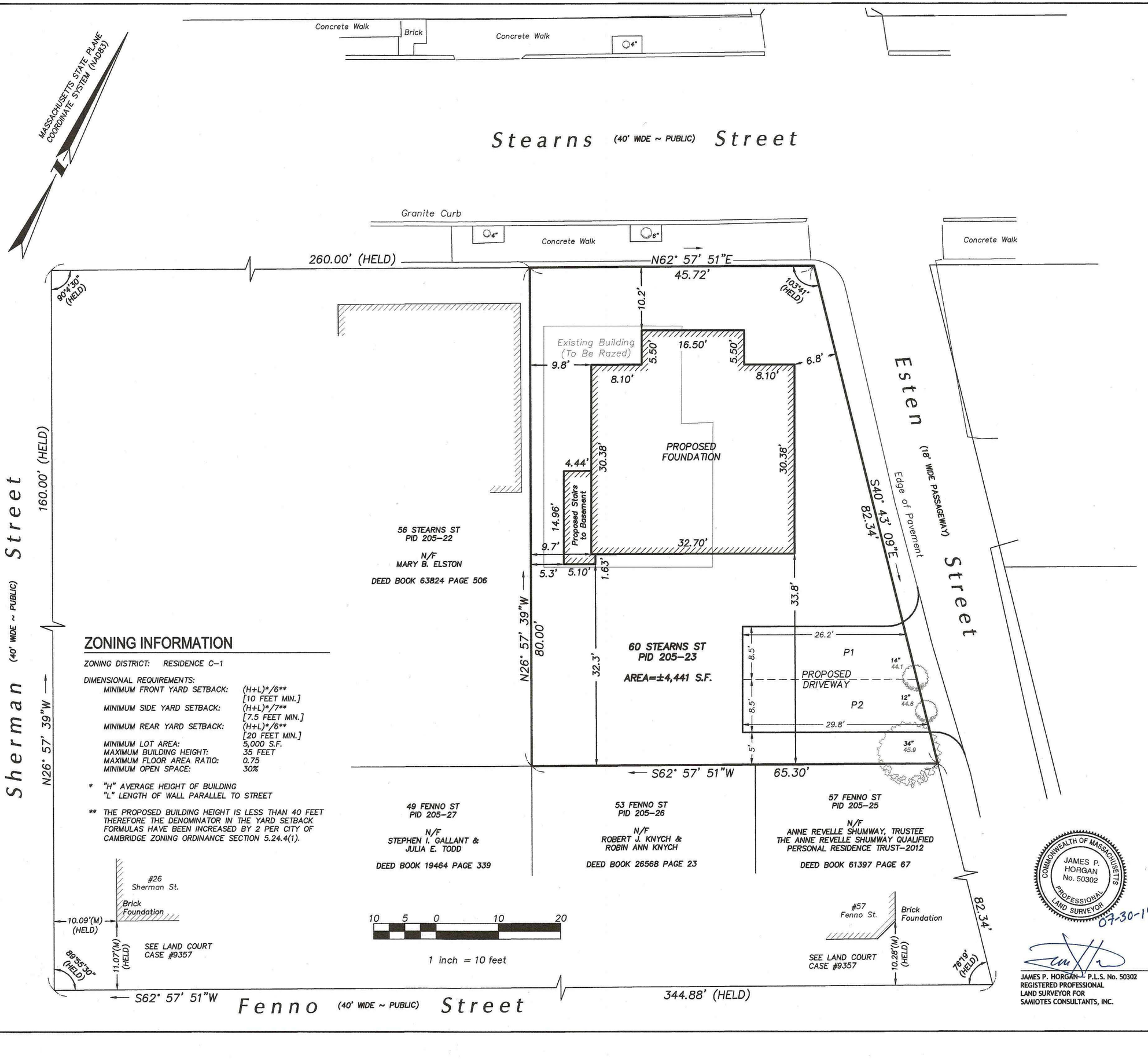

58-60 Stearns Street

Existing & Proposed Foundations

| | |
|---|---|
| Project number | 201811 |
| Date | 03/18/2019 |
| Scale | 1/4" = 1'-0" |
| CHC Review | |

P.16

GROUP DESIGN BUILD




## ZONING INFORMATION

ZONING DISTRICT: RESIDENCE C-1

DIMENSIONAL REQUIREMENTS:

| | |
|---|---|
| MINIMUM FRONT YARD SETBACK: | (H+L)*/6** [10 FEET MIN.] |
| MINIMUM SIDE YARD SETBACK: | (H+L)*/7** [7.5 FEET MIN.] |
| MINIMUM REAR YARD SETBACK: | (H+L)*/6** [20 FEET MIN.] |
| MINIMUM LOT AREA: | 5,000 S.F. |
| MAXIMUM BUILDING HEIGHT: | 35 FEET |
| MAXIMUM FLOOR AREA RATIO: | 0.75 |
| MINIMUM OPEN SPACE: | 30% |

* "H" AVERAGE HEIGHT OF BUILDING
"L" LENGTH OF WALL PARALLEL TO STREET

** THE PROPOSED BUILDING HEIGHT IS LESS THAN 40 FEET THEREFORE THE DENOMINATOR IN THE YARD SETBACK FORMULAS HAVE BEEN INCREASED BY 2 PER CITY OF CAMBRIDGE ZONING ORDINANCE SECTION 5.24.4(1).



samiotes

**Samiotes Consultants Inc.**
Civil Engineers + Land Surveyors

20 A Street
Framingham, MA 01701

T 508.877.6688
F 508.877.8349

www.samiotes.com

NOTES:

1. THIS PLAN IS REFERENCED HORIZONTALLY TO THE MASSACHUSETTS STATE PLANE COORDINATE SYSTEM NORTH AMERICAN DATUM OF 1983.
2. THIS PLAN IS THE RESULT OF AN INSTRUMENT SURVEY PERFORMED ON NOVEMBER 7th & 12th, 2018.
3. ABUTTERS' NAMES REFER TO CURRENT CITY OF CAMBRIDGE ASSESSOR'S RECORDS.
4. THE SUBJECT LAND AS SHOWN LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS INDICATED ON PANEL 419E FOR THE CITY OF CAMBRIDGE, COMMUNITY NO. 250186, HAVING AN EFFECTIVE DATE OF JUNE 4, 2010.
5. PROPERTY LINES SHOWN HEREON WERE DETERMINED FROM THE FOLLOWING PLANS OF RECORD FILED AT THE MIDDLESEX SOUTH COUNTY REGISTRY OF DEEDS AND CITY OF CAMBRIDGE ENGINEERING DEPARTMENT.
   - Plan Book 68 Plan 4
   - Land Court Case 9357
   - Land Court Case 11347
   - City Fieldbook 115 Page 93
   - City Fieldbook 160 Page 156
   - Stearns Street Acceptance (dated June 5, 1903)
   - Fenno Street Acceptance (dated June 6, 1904)
6. THE CURRENT RECORD OWNER IS ALBERT J. & LILLIAN M. LARONDE. FOR LOCUS DEED, SEE BOOK 11418 PAGE 37 RECORDED AT THE MIDDLESEX SOUTH COUNTY REGISTRY OF DEEDS.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY NOT SHOW OR REVEAL ANY FACTS THAT WOULD BE DISCLOSED BY ONE.
8. SEE FLOOR PLANS FOR EXACT BUILDING DIMENSIONS.
9. THE PROPERTY LINE OFFSET DIMENSIONS SHOWN ON THIS PLAN ARE TO THE FACE OF THE CONCRETE FOUNDATION. SEE FLOOR PLANS FOR DIMENSIONS OF DECKS, PATIOS AND OTHER BUILDING PROJECTIONS.

REVISION

COMMONWEALTH OF MASSACHUSETTS
JAMES P. HORGAN
No. 50302
PROFESSIONAL LAND SURVEYOR
07-30-19

JAMES P. HORGAN P.L.S. No. 50302
REGISTERED PROFESSIONAL
LAND SURVEYOR FOR
SAMIOTES CONSULTANTS, INC.

# 60 Stearns Street Cambridge, MA

## Plot Plan Showing Proposed Foundation

| | |
|---|---|
| JOB # 18090.00 | CPP |
| DATE: 07.30.19 | |
| SCALE: 1"=10' | |
| DRAWN BY: CY/JH | |
| REVIEWED BY: JH | |

FILE: 18090.00 60 STEARNS STREET CAMBRIDGE CPP REV07-30-19.DWG

**EVAN L. HANKIN, P.E.**
Consulting Engineer
202 Nehoiden Road
Newton, MA 02468
617.965.1557
elhankin@me.com

March 25, 2019

Re:
60 Stearns Street, Cambridge MA
File No. 9130

As a follow-up to my previous letter regarding **60 Stearns Street** dated March 15, 2019 it may be helpful to expand on some of its contents in a more quantitative manner rather than qualitative manner.

One of the parameters is the allowable soil bearing pressure which will be used in the design. The foundation walls will be founded 9 ft. below grade in the sand and silt layer below the 18" thick clay layer. The overburden to be removed imposes a load of approximately 1.0 ksf and the new structural load will be approximately the same order of magnitude. These values are less than the assumed allowable bearing value of 1.50 ksf in the building code which is favorable. Some years ago, as a comparison, the assumed allowable soil bearing pressure was 3-4 ksf – obviously a value higher than today's allowable value. The lower allowable soil bearing pressure used today means that footings are larger and impose smaller loads on sub-grade material. This is favorable.

The other numerical value mentioned in the previous letter was the angle of friction, which is the angle from a level plane that non-cohesive material (sand, pea stone or gravel) would form if, dropped continuously in a pile from above to form a cone. Depending on many factors including particle size and moisture content, most engineers use a value between 30° and 45°. In this case 45° was chosen as a conservative value and not an optimistic one.

Very Truly Yours,


Evan L. Hankin, P.E.

Elisabeth Harper
58-60 Stearns Street
Cambridge, MA 02138

September 19, 2019

Constantine Alexander
Chairman of the BZA
831 Mass Ave.
Cambridge, MA 02138

Dear Chairman Alexander,

At the request of my neighbors, I am enclosing two documents that relate to the filing of variance requests for my proposed new construction, single family home at 58-60 Stearns Street.

These documents are the result of extensive collaboration with my abutters and the larger neighborhood during the period of January through September of this year. I had originally planned to build a By Right project, but the neighborhood strongly requested a change to the location of my building. They requested that I move the proposed building to a location further forward on the lot that now requires variance relief, as outlined in the application. The rationale of the neighborhood was: they highly preferred modal alignment with the other houses on Stearns Street; they wanted to preserve a green corridor that continues along the backyards of Stearns Street and the rear Fenno Street houses; and they wanted to avoid a new curb cut on Stearns that would allow me access to parking at the front of the property.

Attached are two documents that relate to our agreements:

1. A Memo of Understanding (MOU) signed by a Steering Group of 11 the most highly involved abutters and communicated to 22 other individuals; and

2. An Agreement between me and my abutters next door at 56 Stearns. (There are no other abutters on Stearns because 58-60 is a corner lot.) This agreement provides for such things as structural engineering oversight to ensure there is no averse settling to 56 Stearns, and an Easement allowing access to my property for my abutters to do maintenance or window installation work on the side of their house which directly faces my proposed building.

Each of the documents indicates support by the Steering Committee, the larger neighborhood group, and the abutters at 56 Stearns Street for the proposed project and the variances requested of the BZA.

Sincerely,

Elisabeth Harper

Memorandum (MOU) between Elisabeth Harper and the Taylor Square Neighborhood Committee regarding 58 - 60 Stearns Street (herein referred to as 60 Stearns)

September 13, 2019

This agreement is entered into by Elisabeth Harper (Owner) and the neighborhood committee made up of abutters and neighbors, the Taylor Square Neighborhood Committee (TSNC) to serve as a Memorandum of Understanding (MOU) and confirm the agreements and understandings with respect to the proposed demolition and development at 60 Stearns Street, Cambridge, Massachusetts (the "Project").

This MOU, including its exhibits and attachments which Owner and the TSNC enter into, shall be submitted with the variance application and shall be made part of the Cambridge Board of Zoning Appeals (BZA) decision regarding the 60 Stearns Street variance(s) application. The sections of the MOU that are within the jurisdiction of Inspectional Services Department (ISD) shall, in addition to its support and dispute resolution sections, and as part of the BZA decision, be enforceable by the City of Cambridge, and shall thereby be considered binding and a matter of public record.

This MOU anticipates that the BZA will grant variances as requested by Owner and approved by the TSNC. An important element of the plans submitted to the BZA is to site the proposed building further forward on the lot (towards Stearns) than had been proposed in the Owner's original January, 2019 proposal. In return for the Owner moving the building forward and changing the design of the building, the TSNC will support the non-conforming conditions that create a need for variance approvals. The resulting non-compliance setbacks created by the requested forward siting of the building are: 1) at the front street (Stearns Street), and 2.) at the east side (Esten Street, legally considered another front street), and 3.) at the west side abutting 56 Stearns Street. The purpose of this change in the location of the building is to: a) bring the front porch into alignment with the other houses on Stearns street; b) create more green space in the rear, thus preserving a neighborhood preferred backyard "greenway" shared by several of the abutters on Stearns and Fenno Streets; and c) preserve the privacy of Fenno, Stearns and Newell Street abutters. The Owner will request variances from the BZA for each of these three non-compliant setbacks.

In addition, the Owner will request a fourth variance for the maximum allowable height, as invoked by a new requirement regarding below grade elevations (due to exterior stairs). The new formula adds 0.93', so the requested total height will be no more than 36'. Under ISD's previous, formula, which didn't include below grade elevations, the total height is calculated to be no more than 35'.

EH | SB

Notwithstanding the above, if the BZA does not approve the application for variances as requested by the Owner, this MOU shall become null and void.

## 1. Building and Site Design of Project

The building will be a single family home, as shown on the attached Exhibit A. All plans, construction and related documents filed with the city related to this project and this MOU shall be consistent. In the future, if there is disagreement between the Owner and the TSNC as to the meaning of the Exhibit A and subsequent documents, the parties will use the MOU to clear up any inconsistency.

The design of the building and project are to include the following major features:

- Floor Area Ratio not to exceed C-1 zoning of .75
- This single-family home will have four bedrooms and 5.5 bathrooms
- The home will have two parking spaces located in the rear of the building and accessed via Esten Street
- There will be three stories above ground, and the height, using the ISD formula for counting exterior stairs, will be no more than 36'. Under the previous ISD formula, with no factor for below grade stairs, the height would be calculated as no more than 35'.
- While the separate basement entrance may be desirable in terms of the real estate market, at no time will the Owner create or permit to be created a separate apartment in the basement

The setbacks, both those that conform and those that don't conform (require a variance) shall be shown with specificity in the Exhibit A plans.

Heating, Ventilating and Air Conditioning air source heat pumps will likely require two pieces of outdoor equipment. Each shall be located in unobtrusive locations on the Esten Street side of the property. The City of Cambridge Noise Ordinance shall be considered a minimum basis of design.

Fuel for cooking has not been finalized at this time. The Owner's preference is that it will be electricity. However, the existing gas service and space for a kitchen hook-up will be maintained to facilitate the installation of a gas cooktop if this is preferred by a future owner.

The Owner plans on building a fence on the Stearns and Esten sides of the Project. These fences shall not exceed 36" in height and shall be of such materials as to permit light and

CH/SB

air to pass freely through. The fence along the rear (South) of property line shall not exceed the height of the fence that exists on the abutting Fenno Street properties. The fence along the 56 Stearns street side shall be governed by the agreement between the owner and the owner of 56 Stearns (Elston House) and such agreement shall be attached to and made part of this MOU.

## 2. Demolition

Owner, including her contractors and subcontractors, will take care during demolition of the existing house at 58-60 Stearns to limit noise, debris, dust and other such demolition concerns. Owner will also take care to avoid damage to any houses or property of the abutters. Given the very close proximity to 56 Stearns Street, Elston house, Owner shall take special care to avoid damage to that house. The separate agreement entered into by Owner and Elston shall be included as an addendum to this MOU.

During demolition, the basement wall of the existing house at 60 Stearns closest to the Elston house shall remain intact and shall be back filled by adequate composite fill so as to insure its stability and that the Elston house foundation is secure.

## 3. Materials

Exterior materials are described in Exhibit A and below and will be shown on the material sample board prior to receiving a building permit, showing all exterior materials to be used and to be approved by the City.
Significant changes to the exterior building materials, prior to or after the issuance of the building permit shall be submitted to the TSNC in order to provide meaningful input on the compliance of the MOU. The TSNC will provide feedback to the Owner within 10 business days of receiving such intended exterior material changes.

The exterior building materials include:

- Roof: Standing Seam Metal; slate grey
- Trim: All Wood, painted (including corner boards, rake and eave, base/water table, window head/jamb, sill and apron/skirt;
- Siding: Wood clapboard with decorative shingle pattern on the front facade facing Stearns Street, painted;
- Chimney: Brick;
- Ground Floor Porches: Base, brick and stone; Trex or wood decking, wood, columns painted;
- Second Floor Porches: Trex or wood rails, Trex or wood decking;

GH/SB

- Metal gutters: to match roof;
- Windows: aluminum exterior, factory-painted;
- Exterior Doors: wood and glass, painted;
- Foundation: clad in masonry;
- For safety, basement window wells will be surrounded by metal window grates over the proposed window wells, the dimensions of which are shown on Appendix A. These grates will have no impact on the setbacks.
- The building will be solar ready but may not have solar panels installed
- It is very likely that prefabricated panels will be used in the construction of the house. This will speed the construction and substantially reduce the noise and disruption associated with traditional construction techniques. However, no final determination has been made regarding the use of prefabricated panels vs on-site construction for above grade framing.

If the variances previously referred to are accepted by the BZA, any new submissions, made by the Owner, or her builder, to City Agencies (Cambridge Historical Commission, ISD and BZA) will be shared with the TSNC ten days in advance of such submission(s) to the city so that the TSNC can assure that such submission is in compliance with this MOU, including Exhibits and addendum(s).

## 4. Construction Process

Owner agrees to conform to the requirements of Section 18.20 of the Cambridge Zoning Ordinance and submit a Construction Management Plan (CM Plan) to Inspectional Services Department (ISD) prior to the issuance of a building permit. Prior to submitting the CM Plan, Owner shall provide a copy to TSNC for their review and comment. The CM Plan shall indicate:

- The Project is anticipated to take 12-14 months to complete;
- The Project is expected to begin in early 2020;
- Contractor will provide the TSNC with contact information of three people who can be contacted in the event of an issue;
- Temporary sidewalk encroachments and measures will be taken to allow pedestrian movement;
- Dumpster shall be sited in the rear of the property;
- Contractor employee and subcontractors parking locations: Employees and subs will park their vehicles in the rear of the property. If additional parking is required, no

GA/SB

more than four vehicles typically will park on Stearns Street. To the extent possible, trucks parked on the street will be parked directly in front of the property.

- Daily site and street sweeping to reduce dust and mitigate construction debris;
- A construction fence will be installed to secure the site;
- Rodent control measures will be undertaken, per ISD requirements;
- Construction Hours, as stated by Cambridge Noise Control Ordinance, Chapter 8.16
    - 7:00 AM - 6 PM on week days
    - 9:00 AM – 6 PM on Saturdays
    - No work on Sundays
    - Notwithstanding the city noise ordinance, Owner will use best efforts to start significant construction noise after 7:30 am during the week.

The Owner, or designee, shall send electronically regular bi-weekly (every two weeks) to the TSNC steering committee updates of the construction process, including but not limited to deliveries and other construction processes that may cause significant disruption, noise, access or other activities impacting the neighborhood. Such communication could be in the form of spreadsheet, or similar mechanism, showing activities and milestones sent every two weeks for a rolling two-week period.

The above paragraph shall apply but not be limited to deliveries. This is particularly the case for large deliveries, or other activities that might cause full or partial street closures, but shall not be limited to them.

During construction, Owner shall take care to not damage any of the abutting houses and structures including those on Stearns, Newell and Fenno Streets, and will be responsible for any inadvertent damage which may occur. The Owner's contractor will utilize extensive Best Practice demolition, excavation and construction protection techniques so as to eliminate structural impact on the buildings on the abutting houses on these three streets. The Owner's contractor and structural engineer have determined that none of the houses other than 56 Stearns are in sufficient proximity to incur possible structural damage. Detailed analysis of existing conditions of 56 Stearns will be undertaken, as outlined in the contract between the Owners of 56 and 60 Stearns. The Owner will arrange for videotaping of the basements of the 2 additional abutters – i.e. those who have adjoining property on Fenno Street – to be done at the request of either of those abutters.

To cover damage to any abutter's property caused by the demolition and construction, Owner will provide a copy of her contractor's Certificate of Insurance, such insurance liability coverage in the amount of no less than two million ($2,000,000) dollars.

GA/SB

Additionally, Owner shall secure at least one and half million ($1,500,000) dollars liability coverage in the event the contractor liability coverage is insufficient to cover damages to abutters including those on both sides of Stearns, those on Fenno and on Newell.

In the event that the Parties cannot agree as to whether there has been damage, or as to the extent of such damage, or to the cause of such damage and the appropriate remedial action to be taken, the Parties agree to cooperate with each other to resolve any disputes informally by discussing the issues. In the event resolution is not possible, the parties agree to mediate to resolve any differences with the cost of mediation to be shared equally. The parties may select a mediator by agreement, or if they cannot agree, each party shall select a mediator and the two chosen mediators shall select a third who will serve as the mediator. If mediation fails to result in an agreement, either party may demand arbitration in accord with the rules and procedure of the American Arbitration Association (AAA).

## 5. Support

Subject to the last paragraph of this Section, the TSNC agrees to support Owner's application before the BZA for the previously identified variances to implement the site and design as shown in Exhibit A and as described in this MOU.

Notwithstanding the foregoing, all obligations of the TSNC under this Section 5 shall be subject to the following conditions: 1) compliance by Owner with the provisions of Sections 1-4 above; and 2) the opportunity for the TSNC to review any and all amendments or changes to the plans and to provide meaningful input as to their content to ensure compliance with the undertakings in this MOU. The TSNC will provide feedback within 10 business days of receiving from the Owner any material changes to the plans as described in this MOU, including addendums and exhibits.

In the event of a dispute between Owner and the TSNC that they cannot resolve regarding material changes to the project resulting from value engineering (redesign or other material changes based on budget constraints) or otherwise, the TSNC shall notify the Owner in writing of such irreconcilable differences within 10 days. Once such notice has been provided via email, text or other written mechanism, Owner shall not institute such change(s), and the dispute shall be resolved in the manner identified in the last paragraph of Item 4. Construction Process.

The support indicated by this MOU shall take the form of a separate letter or letters of support to the Chairman of the BZA (Constantine Alexander, 831 Mass Ave, Cambridge, MA 02138) indicating the support of each of the members of the TSNC for the preference for the proposed non-conforming design as being far superior to the Owner's originally conforming design. This letter or letters will be sent to the BZA within two weeks after the Owner provides the TSNC with an electronic copy, secured from ISD, of the variance application, including plans and drawings.

In Agreement to the Memorandum this 13th day of September 2019

Elisabeth Harper — Address 58-60 Stearns St., Cambridge MA 02138

Stephen Bardige — 55 Stearns St. Cambridge, MA 02138

Mary Elston — 56 Stearns St. Cambridge MA 02138

Justi Godoy — 56 Stearns St. Cambridge MA 02138

Anita McClellan — 50 Stearns Cambridge, MA 02138

Adam Mitchell — 48 STEARNS Cambridge

Heddi Siebel — 41 Stearns St Cambridge

Julia Todd — 49 Fenno St Cambridge

Anne Shumway — 57 Fenno St Cambridge

EH/SB

Alexander von Hoffman — 43 Stearns St, Camb. 02138

Steve Gallant — 49 Fenno St, Camb.

Ruth Allen — 4/8 Fenno Court

GA/SG

# AGREEMENT

This Agreement is entered into by Elisabeth Harper (hereinafter referred to as "Harper") and Mary B. Elston and Justin Godoy (hereinafter collectively referred to as "Elston") this 13th day of September, 2019.

WHEREAS, Harper is the owner of that certain parcel of land and the buildings thereon, known and numbered as 58-60 Stearns Street, Cambridge, MA (hereinafter referred to as "60 Stearns"), and Elston is the owner of that certain parcel of land and the buildings thereon, known and numbered as 56 Stearns Street, Cambridge, MA (hereinafter referred to as "56 Stearns"); and

WHEREAS, Harper has proposed to demolish the building(s) on 60 Stearns and to construct a new single family dwelling on said parcel; and

WHEREAS, Elston has concerns that 56 Stearns may be adversely affected by such construction given that the structures on the subjects lots are of close proximity; and

WHEREAS, Harper and Elston would like to address all concerns in a mutually beneficial manner and to provide now for possible issues and consequences that arise in the construction process and that may continue into the future.

NOW THEREFORE, in consideration of One Dollar ($1.00) and the other mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## STRUCTURAL ENGINEER.

1. Harper has engaged Evan L. Hankin, P.E. as a structural engineer to provide two pieces of analysis of any potential impact of Harper's construction at 60 Stearns on the foundation of 56 Stearns. These stamped letters, soil borings, and drawings which designate a conservative, safe angle (angle of repose), demonstrate with high confidence Hankin's opinion that the structure of 56 Stearns Street will not be negatively impacted by the excavation techniques anticipated by Harper (as documented on the engineering drawings). The documented excavation plan will never be in close proximity to crossing this angle of repose – the angle that is calculated to define how soil is compacted and stabilized through geometric pressures. Anything left of this angle is considered by Hankin a safe space for construction that will not disturb soil to the right of the angle. Because the soil borings demonstrate deep levels of dense, compact clay (rather than softer soil or sand), this angle is actually much conservative in Hankin's opinion because the calculations don't consider the much more dense and stable soil type. The structural engineer's analyses are provided in Exhibits E and F.

   During demolition, the basement wall of the existing house at 60 Stearns closest to the Elston house shall remain intact and shall be back filled by adequate composite fill so as to insure its stability and that the Elston house foundation is secure.

JG MBE

Lastly, the location of the foundation for the new house contemplated at 60 Stearns will be approximately 11' away from the foundation at 56 Stearns – an increased distance of approximately 8'.

However, even with these assurances that minimize risk of structural damage to 56 Stearns, Harper and Elston would like to address all concerns in a mutually beneficial manner and to provide now for possible issues and consequences that arise in the construction process and that may continue into the future.

1. Elston will designate a structural engineer to inspect the foundation at 56 Stearns to determine the condition of such foundation and determine if there are pre-existing weaknesses in the foundation at 56 Stearns. Harper will cause a pre-construction inspection survey to be completed of 56 Stearns, with Harper's structural engineer cooperating with Elston's. Such survey to include adequate photos and/or video documentation of the condition of the home's foundation, walls, and other areas that may be adversely affected by the contemplated construction.

   This survey shall be performed within 60 days prior to any construction or demolition at 60 Stearns. Harper shall provide a copy of the inspection survey to Elston before construction starts and Elston will provide that document to its structural engineer. The analysis will also review the final development plans of Harper to determine whether there are areas of concern in the process that could result in damage to 56 Stearns. Elston shall provide Harper with a copy of any findings by Elston's structural engineer within 5 days of Elston's receipt of the same.

   Harper will provide a copy of the final development plans to Elston at the same time as such plans are provided to the TSNC (Taylor Square Neighborhood Committee).

   Elston's engineer may recommend to Elston to undertake measures necessary to address the current conditions, if any, and that he considers necessary to secure the Elston property prior to the commencement of construction. Such recommendations shall be implemented/initiated within thirty (30) days of receipt of said plans by Harper. As the pre-existing conditions, if any, would not need to be addressed absent Harper's planned demolition, costs to address such conditions to be borne by Harper.

   The estimated cost for the initial inspection process by Elston's designated engineer is $580-$600, and the costs for such work shall be split evenly between the parties. Harper will pay her share of the costs within 30 days of the date the invoice is presented to Harper.

2. Reasonable precautionary measures not already contemplated by Harper's contractor and recommended by the engineer at 60 Stearns will be taken under consideration by Harper's contractor and implemented as determined necessary. Note, that as construction Best Practices, the contractor typically undertakes extensive precautionary measures so as to avoid invoking a claim on the contractor's insurance. However, if

MBE

there are reasonable additional recommended precautionary measures, Harper's contractor will install any precautionary measures not already contemplated by Best Practices, and costs are to be borne by Harper.

3. Elston's structural engineer will revisit the property to monitor whether there has been any movement or damage immediately following the completion of the demolition, and again after completion of the excavation and installation of the new foundation. Harper shall pay the fees for these visits, not to exceed a total of cost $900.00, with any additional costs to be borne by Elston.

4. Once the construction process begins, in the event that an incident occurs that causes damage to 56 Stearns, Harper and/or her contractors will cease construction upon written notice by Elston of same and will not recommence construction until the Parties hereto have developed a plan to prevent further damage and to correct existing damage. The cost to remedy any and all damage caused by the construction, shall be borne by Harper.

**EASEMENT.**

5. Harper agrees that Elston may have access to 36"wide by 36.45' in length on the west property boundary of 60 Stearns for the purposes of repairs and improvements. Harper agrees that such access will not be denied to Elston for any reasonable reason for standard maintenance and construction at 56 Stearns Street. Harper shall waive any bond requirements under MGL Ch 266, Section 120B, as well as notification of any police officer. The Easement shall be in the form and substance as in the written draft Easement attached hereto as Exhibit A. The purpose of the easement and the Easement document shall be substantially as stated and shown in Exhibit A. A draft drawing of the Easement is included in Exhibit B. Elston shall be responsible for recording the Easement, and paying the cost therefore, Elston will provide to Harper a copy of the recorded Easement. The rights specified in such Easement Agreement shall be in addition to those provided by M.G.L. Chapter 266, Section 120B concerning temporary access, as the rights therein are limited and costly.

**WINDOWS.**

6. It is possible that Elston may install windows on the east side of the 56 Stearns property once the building demolition at 60 Stearns is complete. Elston has committed to install no more than 4 windows of a maximum size of 59.5" X 29.5" and no more than 4 windows of a maximum size of 25" X 25". In order to provide privacy for the occupants of each property, the parties agree that any such future windows at 56 Stearns shall attempt to avoid being in direct alignment with the three second-story windows on the west wall of 60 Stearns in the bay intended for use as a bedroom. Harper will support an application by Elston to the Cambridge Board of Zoning Appeals (BZA) for the addition of windows to 56 Stearns in the approximate locations as shown on the sketches provided by Elston's architect and attached hereto as Exhibit C, and subject to review by Harper once full dimensional drawings are provided. The objective of this is providing privacy



MBE JG

for the second floor bedrooms of each of the houses. In an effort to collaborate between architects, Harper's architect has also provided the designed west elevation of 60 Stearns, complete with window placements, attached as Exhibit D.

**INSURANCE.**

7. Prior to the commencement of construction by Harper's contractor, Harper agrees to provide Elston with a copy of the Contractor's Certificate of Insurance, such insurance to carry liability coverage limits of at least two million dollars ($2,000,000.00) and listing Harper as an added certificate holder. Harper shall also provide to Elston evidence and details of coverage of her General Liability policy with liability limits of $2,000,000.00. Harper will also provide copies of her Builder's Risk Insurance – above and beyond that of the Contractor – for, $1,500.000.00.

**DISPUTE RESOLUTION.**

8. Any dispute regarding the language, terms, performance, breach, or any other aspect of this Agreement shall be resolved in the following manner. The parties agree, to the extent possible, to cooperate with each other to resolve any disputes informally by discussing the issues as they arise. In the event resolution of any dispute is not possible, the parties agree to mediate to resolve any differences with the costs of such mediation to be shared equally between the parties. The parties may select a mediator by agreement, or if they cannot agree, each party shall select a mediator and the two chosen mediators shall select a third. If mediation fails to result in an agreement, either party may demand arbitration in accord with the rules and procedure of the American Arbitration Association (AAA) on the earliest mutually convenient date available on the schedule of the local office of AAA.

SUPPORT FOR THE PROJECT.

9. Elston has been party to and a signatory on a Memo Of Understanding created by the Taylor Square Community Network (TSCN) intended to establish terms by which it will support variance requests that Harper will ask of the Board of Zoning Appeals (BZA). That MOU stipulates that a letter or letters of support for the project will be be submitted to the Chair of the BZA within two weeks of signing the MOU. As direct abutters, and therefore a critical voice, Elston agrees to submit a separate letter of support for the project, referencing this mutually-acceptable contract. This letter is to be submitted within two weeks of the signing of this contract, and should be addressed to: Chairman of the BZA (Constantine Alexander, 831 Mass Ave, Cambridge, MA 02138).

***END OF DOCUMENT—SIGNATURE PAGES TO FOLLOW***

MBE



JG

Witness our hands and seals this 13th day of September, 2019.

Elisabeth Harper

58-60 Stearns St, Cambridge MA, 02138
Address

Mary B. Elston

Justin Godoy

58-60 Stearns Street

| Existing Photos | | |
|---|---|---|
| Project number | 201811 | ZBA.0 |
| Date | 9/28/2019 | |
| Scale | | |
| BZA Review | | |

GROUP DESIGN BUILD


**1** EXISTING AERIAL VIEW OF 58-60 STEARNS.

**2** EXISTING FRONT VIEW OF 58-60 STEARNS.

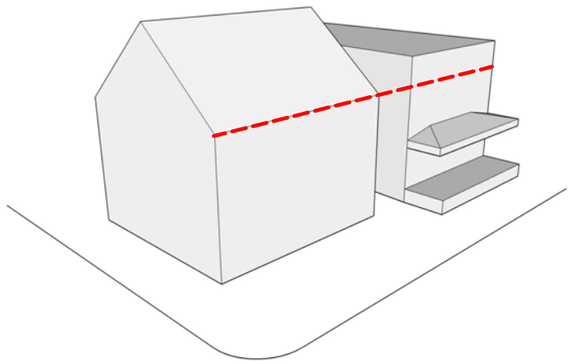
**3** PROPOSED FRONT VIEW OF 58-60 STEARNS.
(PROPOSAL ADDS SPATIAL RELIEF BETWEEN BUILDINGS)

**NOTE**: DIAGRAMS ARE FOR INTENT PURPOSES ONLY. REFER TO BZA DRAWING SUBMISSION FOR ACTUAL PLAN AND ELEVATION DETAILS

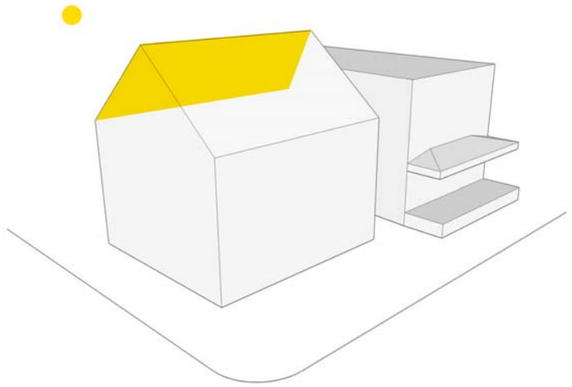
58-60 Stearns Street

| Existing Site Condtions | | |
|---|---|---|
| Project number | 201811 | ZBA.1 |
| Date | 9/28/2019 | |
| Scale | | |
| BZA Review | | |

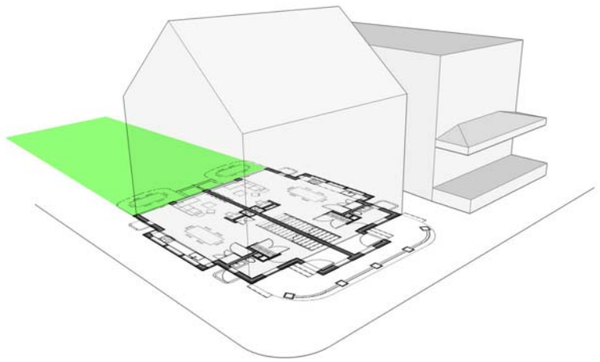
GROUP DESIGN BUILD



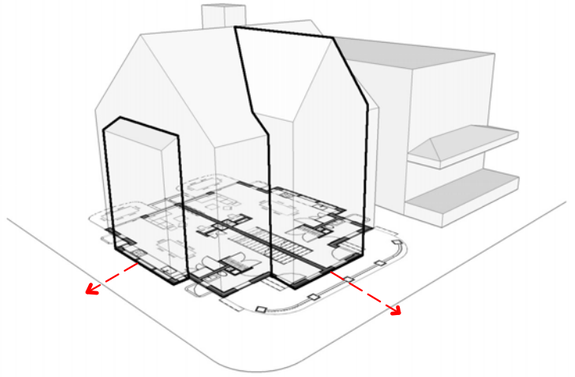
**1** STRUCTURE ESTABLISES A MODAL ALIGNMENT ALONG EXISTING URBAN FABRIC



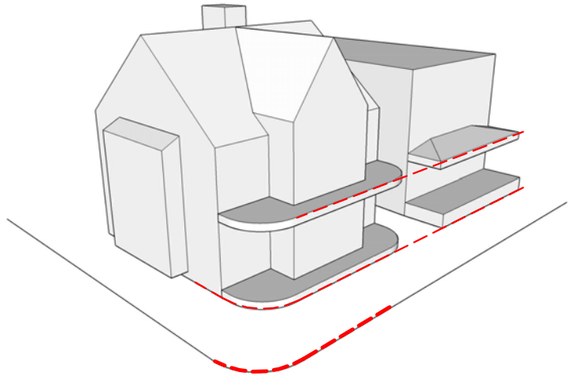
**2** GABLE IS ORIENTED TO MAXIMIZE SOLAR GAINS



**3** MODAL ALIGNMENT ALLOWS EXISTING GREENSPACE TO BE PRESERVED AS WELL AS AVOID CURB CUT FOR PARKING



**4** BAYS AND GABLES ENABLE EFFICIENT INTERNAL PLANNING WHILE HELPING TO FORMALLY ADDRESS 2 FRONTAGES



**5** A PORCH ENHANCES THE RELATIONSHIP TO NEIGHBOR AND STREET CONTEX

**6** FENESTRATION PATTERNS REINFORCE SYMMETRY

**NOTE**: DIAGRAMS ARE FOR INTENT PURPOSES ONLY. REFER TO BZA DRAWING SUBMISSION FOR ACTUAL PLAN AND ELEVATION DETAILS

58-60 Stearns Street

# Context Diagrams

| | |
|---|---|
| Project number | 201811 |
| Date | 9/28/2019 |
| Scale | |
| BZA Review | |

ZBA.2

GROUP DESIGN BUILD

01 **Existing Stearns Street North**
**3/64" = 1'-0"**

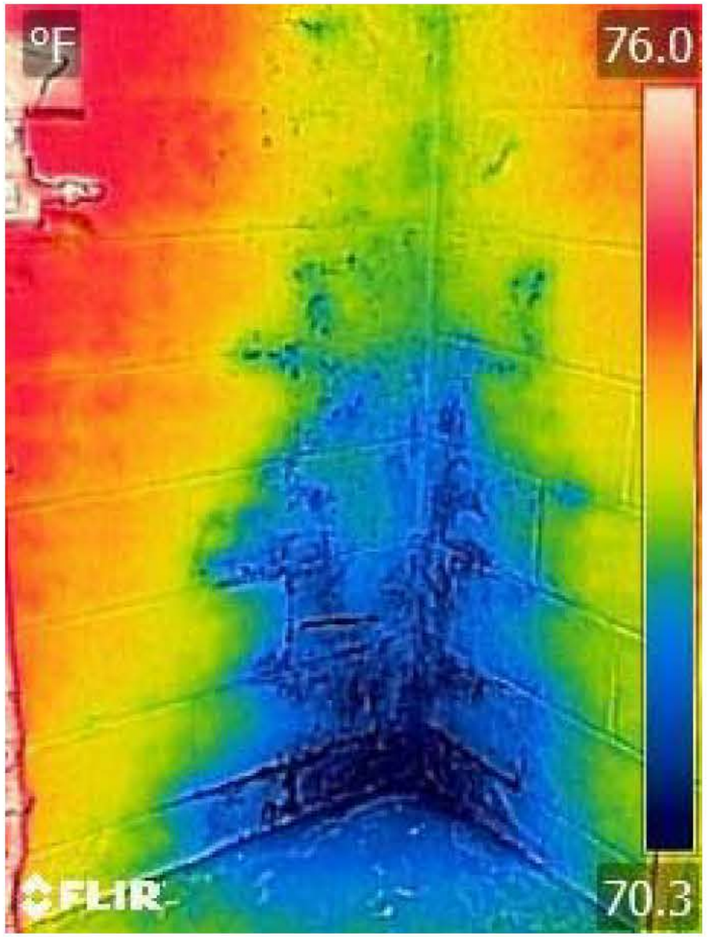

02 **Proposede Stearns Street North**
**3/64" = 1'-0"**

# 58-60 Stearns Street

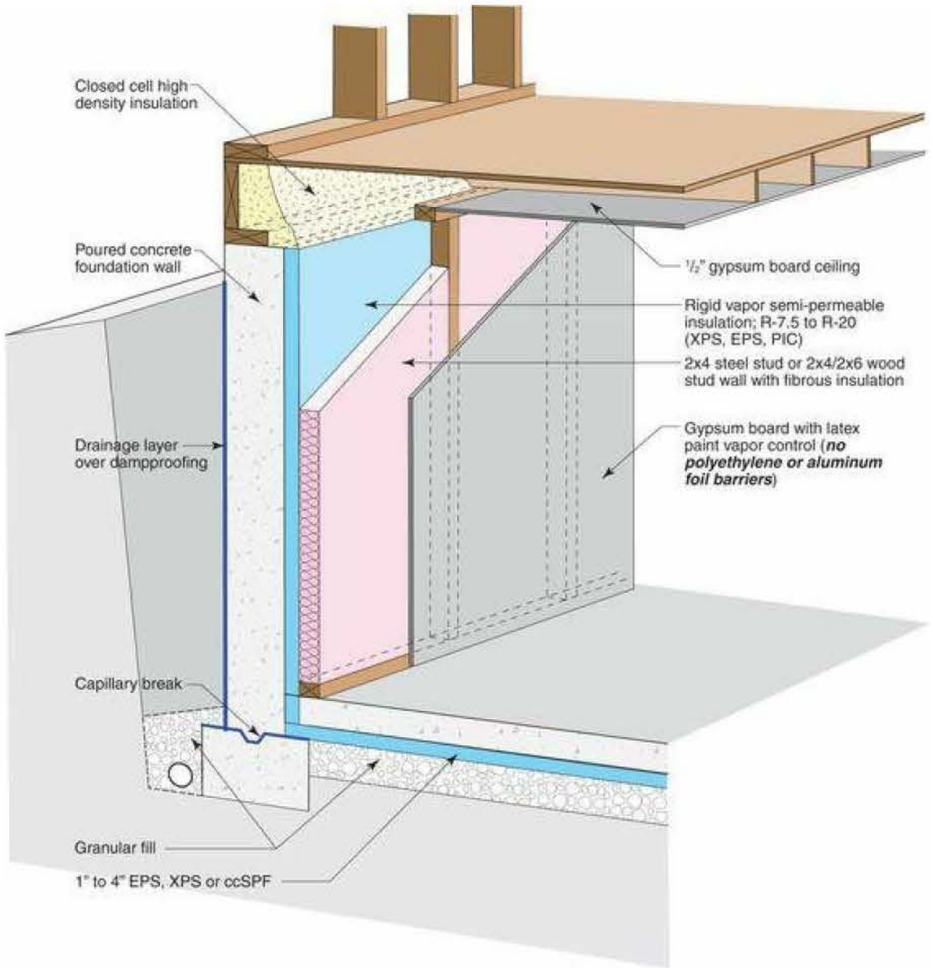
| Context Elevations | | |
|---|---|---|
| Project number | 201811 | ZBA.3 |
| Date | 9/28/2019 | |
| Scale | 3/64" = 1'-0" | |
| BZA Review | | |

GROUP DESIGN BUILD

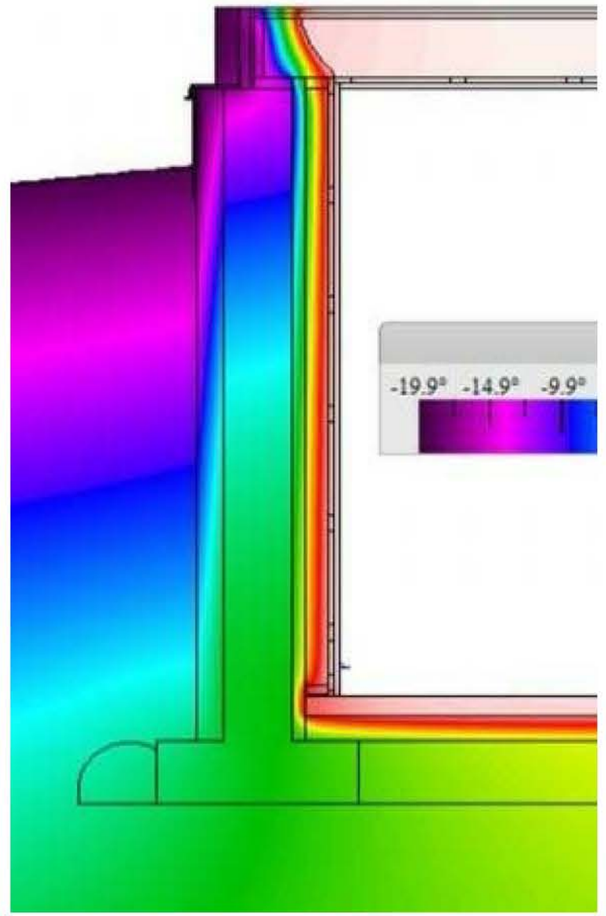
**THERM IMAGE**
EXISTING BASEMENT MOISTURE PROBLEMS
(SIGNIFICANT MILDEW & CLEAN AIR CONCERNS)




CONVENTIONAL PASSIVE HOUSE FOUNDATION ASSEMBLY
WATER-TIGHT, MOISTURE FREE, HEALTHY INDOOR AIR QUALITY



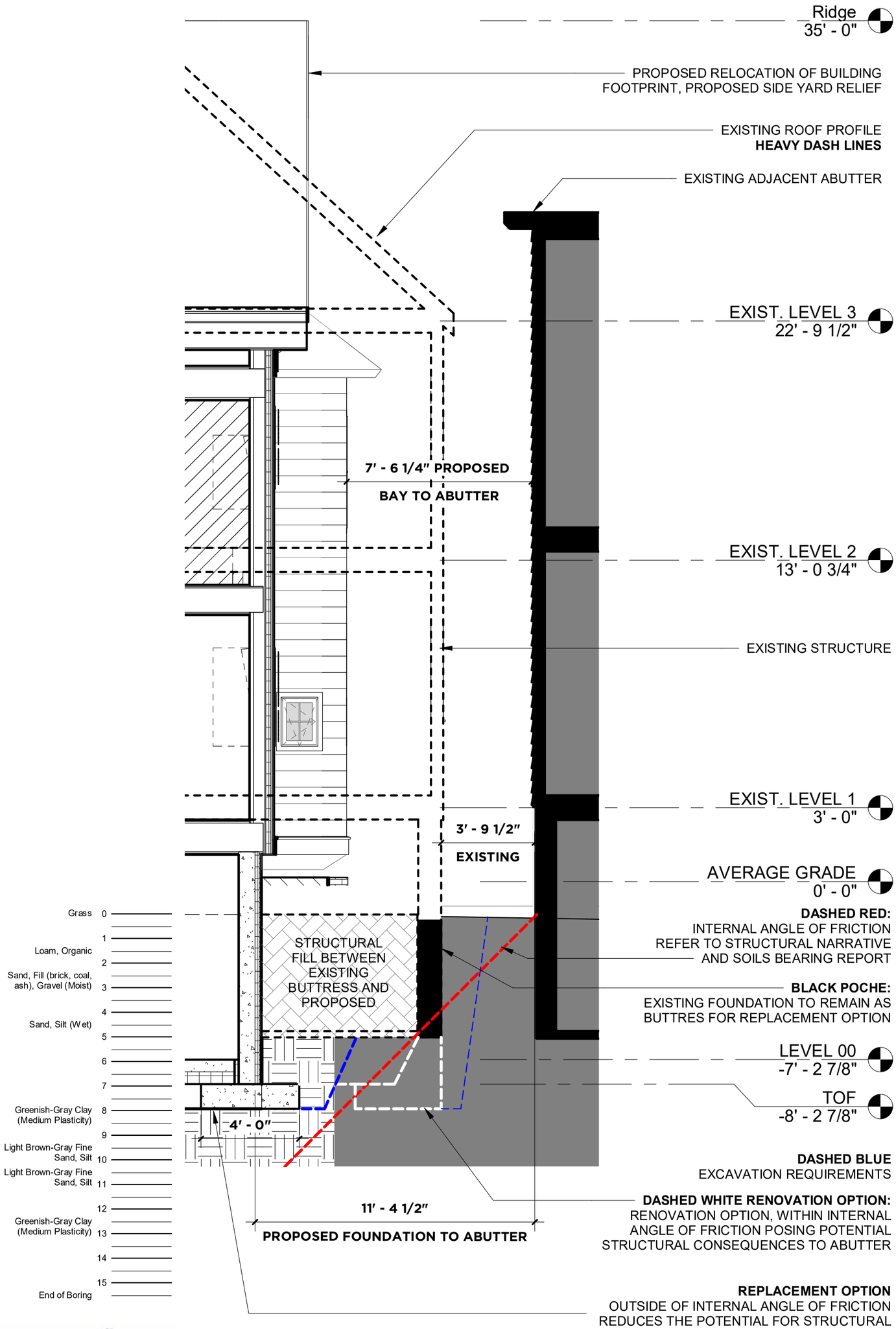

**PROPOSED THERM MODELING**
CONVENTIONAL PASSIVE HOUSE FOUNDATION ASSEMBLY




58-60 Stearns Street

| Foundation Concept | | |
|---|---|---|
| Project number | 201811 | ZBA.4 |
| Date | 9/28/2019 | |
| Scale | | |
| BZA Review | | |

GROUP DESIGN BUILD




58-60 Stearns Street

Existing & Proposed Foundations

| | |
|---|---|
| Project number | 201811 |
| Date | 9/28/2019 |
| Scale | 1/4" = 1'-0" |
| BZA Review | |

ZBA.5

GROUP DESIGN BUILD

Cambridge Board of Zoning Appeal
831 Massachusetts Avenue
Cambridge, MA 02139

October 15, 2019

Re: 58-60 Stearns Street application for variances

To: The Chair and Members of the BZA

From: Taylor Square Neighborhood Committee (TSNC) made up of 23 abutters and neighbors of 58-60 Stearns Street

On behalf of the TSNC Steering Committee (11 abutters and neighbors), we support the requested variances regarding 58-60 Stearns Street.

After approximately nine months of discussions and negotiations between TSNC and the owner of 58-60 Stearns Street and her representatives, the parties reached an agreement. That agreement is expressed in the Memorandum of Understanding (MOU) and Drawings submitted with the application for variances regarding 58-60 Stearns Street.

It is important to the neighborhood that if the BZA grants the variances, that the MOU, including addendum, be made part of the decision and that those sections within the jurisdiction of Inspectional Services be enforceable by the City of Cambridge.

Sincerely,

Stephen Bardige
Chair, TSNC Steering Committee
55 Stearns Street