

John W. McCormack Civic Association

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December 21, 2005

Robert Shortsleeve, Chair
City of Boston Board of Appeal
Boston City Hall, Room 204
Boston, MA 02201

Re: Scrub-A-Dub Car Wash
25 West Howell Street, Ward 7
BZC - 26498

Hearing Date: March 28, 2006

Dear Chairman Shortsleeve and Members of the Board:

The aforementioned business resides in the John W. McCormack Civic Association's neighborhood. The Civic Association Executive Board is respectfully requesting that the Scrub-A-Dub Car Wash's Request for Variances at 25 West Howell Street (BZC-26498) be approved.

This request is based on a memorandum of understanding between the ownership of the Scrub-A-Dub Car Wash and the aforementioned civic association with regard to the following issues:

- _ Mitigation plans to address the amount of trash generated by site and cars in line;
- _ Commitment to provide Boston Police detail to address multiple times monthly when line of cars awaiting service encroaches upon and impacts safety of traffic flow on Boston Street and West Howell Street;
- _ Sound traffic plan.

Please see the attached memorandum for further details.

Thank you in advance for your time and consideration. If you should have any questions or need further information, please feel free to contact me at any time at 617-710-3793.

Very truly yours,



Michael J. McColgan
Executive board Member

cc: via e-mail
State Senator John A. Hart
City Councilors, Michael Flaherty, James M. Kelly
Representative Brian Wallace
Amanda Simon, Mayor's Office of Neighborhood Services

*On behalf of the Executive Board: Jeannette Daley, Cheryl Dinsmore, Armando Gaitan, Ken Lynch,
Michael J. McColgan, Michael McNally, Maryanne Rooney, and Gavin Sherman*

Conditions for Approval

The following conditions are incorporated into the approval of the Application of ScrubaDub:

1. ScrubaDub agrees to install a Traffic Mirror at the area located at the exit of their establishment which leads onto the Bypass Road.
2. ScrubaDub agrees to post a Directional Sign in that area which abuts the Holiday Inn and Marriot Hotel properties. The Directional Sign shall clearly indicate that interior wash *only* is accessed by left turns made upon exit from the exterior wash bay and make provisions for same as indicated below. ScrubaDub will install a do not enter sign at the Bypass Road, curb cut.
3. ScrubaDub agrees to prohibit the use of West Howell Street as an exit from the car wash facility via the design and implementation of an aesthetically suitable granite or concrete burm which will serve to funnel the interior cleaning que into a single lane entranceway. In addition ScrubaDub will create and use employee parking spaces adjacent to the interior cleaning bay which will also narrow the width of the travel lane. It is specifically understood between all parties that under all operating conditions no vehicles exiting the car wash shall be allowed to exit via West Howell Street. To this end, ScrubaDub shall use movable traffic cones to prohibit such use.
4. ScrubaDub agrees to contract for a police detail (“the Service Contract”) on each Saturday from 10:00 am to 2:00 pm during the months of December through March and on each Saturday from 10:00 am to 3:00 pm during the months of June and July. Said detail shall be directed to alleviate traffic at either the Boston Street /West Howell Street intersection or the intersection between Boston Street and the Bypass Road. The decision as to which intersection will be serviced will be based on the discretion of the Police Detail based on the then existing circumstances.
5. ScrubaDub agrees to formalize the Service Contract, in writing, or by the normal customs and procedures used by the Boston Police to be in effect yearly for the above mentioned Months. In the event that the Boston Police does not require a written contract for this type of service, ScrubaDub will put in writing a confirmation of its request for the services listed in paragraph (4) and c.c. the John W. McCormack civic Association.
6. The Service Contract shall be in effect during all times listed above in paragraph (4) provided, however, ScrubaDub may, at it’s own discretion cancel the contract on a daily basis due to a forecast in the Friday Boston Globe for Saturday, of rain, sleet or snow. However, if the Boston Globe forecast

states only late afternoon precipitation the contract may not be canceled.

7. ScrubaDub shall be responsible for the purchase of a commercial grade cleaning device, and the twice daily removal of all trash debris on West Howell Street and its pedestrian walkway, from the intersection of Boston Street and West Howell Street up and through the entrance of ScrubaDub. This shall also include the twice daily removal of all trash debris on the pedestrian walkway of Boston Street from West Howell Street to Bypass Road. All labor shall be furnished by ScrubaDub.
8. The McCormick Association shall review the above conditions six months after the opening of the new interior bay.