By email

Casey Anderson, Chair
Gerald R. Cichy, Commissioner
Norman Dreyfuss, Commissioner
Natali Fani-González, Commissioner
Tina Patterson, Commissioner

Montgomery County Planning Board
8787 Georgia Avenue
Silver Spring, MD 20910

Dear Chair Anderson and Commissioners:

RE: CCCFH Comments on Westwood Shopping Center, Preliminary Plan and Site Plan
     Planning Board Agenda of March 14, 2019, Item 2

The Citizens Coordinating Committee on Friendship Heights (CCCFH), which includes 18 communities in and around the Westbard sector, is hereby providing its comments on Regency Centers Preliminary Plan (Plan Number 120170170) and Site Plan (Plan Number 820180190) applications for Westwood.

Before turning to our comments, we would like to thank your staff for the significant work they did in reviewing the four versions of plans Regency submitted, their willingness to meet with us, and their thoughtful efforts to craft conditions on the plans.

This multiuse project at Westwood I is huge – 12.4 acres. Staff report p. 3. Much of its physical configuration will likely last well more than a century, is for all practical purposes irreversible and must be designed properly for safety, public-serving parks, convenience and environmental stewardship now with the long-term future in mind. With that perspective, we have conducted an in-depth review of the Regency Plans in the context of the Sector Plan and with reference to Planning Staff’s report. Our evaluation follows this cover letter: “Citizens Coordinating Committee on Friendship Heights Evaluation of the Regency Preliminary Plan and Site Plan for Westwood I”

Executive Summary of CCCFH Comments

- **Springfield Neighborhood Green Urban Park (Springfield Park):** In order to ensure that the Park does not have a roadway for Kenwood Place Condominiums (KPC) running through it, Regency needs to either (1) eliminate the ingress/egress easement to KPC within the proposed Springfield Park or (2) redesign Westwood I to include a Springfield Park of the same size as proposed at another location on Westwood I. To ensure that the park is developed properly, in an acceptable location and in a timely manner, there would be a condition on approval of plans and issuance of use and occupancy permits. *CCCFH Comments page 4.*
• **Realignment of Westbard Avenue:** Applicant must construct and dedicate to public use the realigned Westbard Avenue, as illustrated on the Certified Preliminary Plan. In order to ensure the necessary and timely realignment there needs to be conditions placed on Use and Occupancy Certificates on Westwood I. CCCFH Comments page 7.

• **Willett Branch Urban Greenway/Stream Valley Park in the vicinity of Ridgefield Road and Westbard Avenue:** Dedication of land for this usage must occur in the same time frame as the Westbard Avenue realignment. To ensure this, conditions need to be imposed prior to the first record plat for the Site Plan, and prior to issuance of the Use and Occupancy Certificate for the Multi-Family Building or the Use and Occupancy Certificate for the 55th townhouse unit for Site Plan 820180190, whichever comes first. CCCFH Comments page 12.

• **Central Civic Green:** In view of substantial questions and concerns about the size of the Central Civic Green and actual green area, as contrasted to hardscape and accessory structures, the Planning Board needs to make factual inquiries and to adopt conditions on approval of the plans consistent with the Sector Plan and sound park planning. At present, the Civic Green counts the adjacent roadway as part of the targeted ½ acre size. CCCFH Comments page 14.

• **Rear of Bowlmor & the Willett Branch Greenway:** A trail segment of the Willett Branch Greenway on the western side of the Willett Branch may be necessary for access, and for park maintenance. Regency needs to convey a property interest that is 20 feet wide, starting from the top edge of the steep downward slope and toward Westbard Avenue. In addition, there needs to be public access from Westbard Avenue for that 20 foot wide area, which would be in an existing easement and an extension of that easement on the northern side of the Bowlmor property along the HOC property boundary. CCCFH Comments page 16.

• **Safety - Westwood I Exit onto Westbard Avenue & Safety Concerns on the Intersection of the Realigned Westbard Avenue and Ridgefield Road:** The Planning Board should support traffic signals at the intersections of proposed roads identified by Regency as Westbard Circle and Street B and Westbard Avenue, and should support a traffic signal at the realigned Westbard Avenue and Ridgefield Road. CCCFH Comments page 18.

• **Construction Traffic:** In view of substantial concerns about the impacts related to the construction of Westwood on the neighboring communities, the Planning Board should restrict where construction vehicles may travel. CCCFH Comments page 19.

* * * * *

We appreciate your consideration of our concerns.

Sincerely,

Harold Pfohl, Chair
Citizens Coordinating Committee on Friendship Heights

Cc: Gwen Wright
Michael F. Riley
Robert Kronenberg
Mark Pfefferle
Elza Hisel-McCoy
Stephanie Dickel
Matthew Folden
Susanne Paul

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
CITIZENS COORDINATING COMMITTEE ON FRIENDSHIP HEIGHTS EVALUATION OF THE REGENCY PRELIMINARY PLAN AND SITE PLAN FOR WESTWOOD I

Introduction

(See Illustration #1 in the Appendix page 21)

Regency Centers has submitted a Preliminary Plan for a major multiuse development. This major project would be staged in two phases: Phase 1= Westwood I, by far the largest phase; Phase 2= former Manor Care, Westwood II and other property on Westbard Ave. For Westwood I, Regency has submitted a Site Plan with three phases of construction. Regency owns other properties adjacent to these sites, which will be redeveloped in the future, further increasing the traffic to and from the area.

Phase 1: In Westwood I, Regency Centers proposes two very large buildings facing Westbard Avenue plus a large townhouse complex. First is the Commercial Building, which is entirely retail including a major supermarket (likely a Giant). See generally, Planning Department Staff report (hereinafter Staff report) of 3/4/2019, p. 21 Lot 1 Block A and p. 22 figures 5, 6. The second is the Residential or Multifamily Building. This is multiuse with a 200-unit apartment complex sited on upper stories above ground level retail. See generally, Staff report p. 21 Lot 4 Block A, p. 22 figure 5, and pp. 24-25. From one end to the other, the storefronts in the two buildings occupy nearly 1/5 of a mile along Westbard Avenue. Thirdly, a townhouse complex is planned to the west, behind these two large buildings.

Phase 2: Regency leaves the commencement and completion of Phase 2 as unspecified in the Preliminary Plan and there are no site plans for Phase 2. Manor Care (which stands empty and to the dismay of adjacent residents had vagrants living in it in 2017 & 2018) would at some future date be demolished and replaced by townhouses. Similarly, Westwood II, a long unsuccessful commercial/retail building, would be replaced at a later, unspecified date with a higher residential or mixed-use building. The Westbard Avenue realignment, which is part of the Sector Plan, is presented by Regency as being initiated as part of Phase 2, with no specified date. While the Westbard Sector Plan also calls for naturalization of Willett Branch and the Willett Branch Greenway, those too are put off to an uncertain future. Adding to the problematic uncertainty, it is highly unlikely that Regency itself would build townhouses and a residential high rise itself, as Regency is a shopping center company.


This multiuse project at Westwood I is huge – 12.4 acres. Staff report p. 3. Much of its physical configuration will likely last well more than a century. What is about to occur at Westwood is for all practical purposes irreversible and must be designed properly for safety, public-serving parks, convenience and environmental stewardship now with the future in mind to avoid creating a nightmare for residents and neighbors.

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
**BIG PICTURE: REGENCY PLAN SHORTCHANGES THE PUBLIC**

The plans before the Planning Board have two parts. The first part is what Regency proposes for itself - the buildings etc. that Regency could build. The second part is for the public, including customers, workers and residents of the new Westwood I, and needs to encompass both important elements of the Westbard Sector Plan and recommendation of the Sector Plan.

Notably, CCCFH, which has a long history in land use advocacy, is not herein objecting to the Phase I buildings themselves, assuming that Regency satisfactorily resolves the Springfield Park roadway problems discussed below, given the Sector Plan, applicable zoning and Staff report.

In the second part, Regency shortchanges the public. As described below: 1. Regency proposes a Springfield Park with a roadway going through it. 2. Regency defers the Westbard Avenue realignment and provides no date by which it would be obligated to build the realigned road, which it leaves as inchoate. 3. Regency provides no date and therefore the public has no assurance of when if ever the Green Urban Park will be built at the intersection of Ridgefield Road and Westbard Avenue. 4. The Central Civic Green was to be approximately ½-acre but no less than 1/3-acre, per the Sector Plan (e.g., p. 53), but mathematically reaches a size of approximately one-half (1/2) acre through the device of counting the paved approximately four (4) lane-wide (2 lanes plus 2 parking lanes) internal shopping center ingress/egress roadway next to the real green, Staff report p. 38. 5. For common open space, instead of wide and contiguous areas, Regency has requested Alternative Compliance. Staff Report p. 56, 6. The realignment of Westbard Avenue, when done, would involve a stormwater waiver. Staff Report p. 36.

**SPECIFIC INADEQUACIES IN REGENCY’S PLANS THAT NEED TO BE FIXED**

I. **Springfield Neighborhood Green Urban Park Needs to be a Full-Sized Park Without a Road Going Through It**
   (See Illustration #2 in the Appendix page 22)

**Background.**

The fundamental need for a park in Westbard near the Springfield community has been recognized since the 1982 Sector Plan. But a park has not been built. As clearly recognized in the 2016 Westbard Sector Plan (WSP), “The area within the Sector Plan boundary does not contain any M-NCPPC local, neighborhood or recreational parks.” Page 48 (emphasis added); see page 49. See Staff Report p 19. The Sector Plan calls for a Springfield Neighborhood Green Urban Park (referred to below as Springfield Park) to serve the community with a playground and a community open space, WSP pp. 10, 51, 53, 70, 74. Springfield Park was to be a neighborhood green urban park, approximately ½ acre but no less than 1/3 acre. Sector Plan pp. 74-75.
Proposed Park and Road Easement Through It: Regency’s proposed park as presented in its drawings in Lot 5, Block A is about 100 feet wide. However, running through the southern 40 feet part of the proposed park area, as revealed in the preliminary/site plan drawings, is a 20 feet wide ingress and egress easement. Viewed practically, that easement is a roadway from Westbard Avenue to Kenwood Place Condominiums. This roadway does not appear in the conceptual design pictured in the Staff report at p. 28. In view of the easement for the roadway, the proposed area that can be used for a park is too small. Note that the proposed park area has two other easements for PEPCO and Washington Gas. However, the Parks Department is willing to accept these two easements.

The partial park offered by Regency does not provide needed space for residents and workers. Regency proposes to satisfy its regulatory obligation to provide a park by using property burdened by the ingress/egress easement. The public will be left with the easement burden and Regency will have been relieved of a problem property. Regency wins, the public loses.

Relocate the Park – If the Road Easement is Unresolved.
Unless Regency resolves the easement with Kenwood Place Condominium by its elimination in the near future, Springfield Park needs to be relocated. There are four critical elements to the substitute park: (1) sufficiency and acceptability of the property for a park, (2) suitability of the location (e.g., without a steep slope and nearby traffic) (3) satisfaction of zoning ordinance open space requirements and (4) timing. As to sufficiency, the alternative park must be the same size as the one that Regency proposed. It must not have roadway(s) going through it or other significant, undesirable aspects. As to suitability, it must not be located where it would present significant safety concerns to people going there or using it and it must not have attributes that would detract from its use. As to timing, it must be completed as part of Phase I.

Staff report Conditions for the Proposed Springfield Neighborhood Green Urban Park:
As conditioned, the preferred location of the Park is Lot 5, Block A, Westwood Shopping Center. If the land at Lot 5, Block A cannot be conveyed in a manner acceptable to M-NCPPC, the Applicant must provide an alternative park location, to be located either at Lot 1, Block H (Westwood II), Lot 1, Block B (Parking Lot 1) [fronting on Westbard Avenue, in front of American Plant and Roof Center properties][or], Lot 3, Block B (Bowlmor) subject to approval and acceptance by M-NCPPC Staff. Location and design of the alternative park must be approved by M-NCPPC prior to Certified Site Plan and must be of comparable size and contain equivalent amenities as those shown for the park on Lot 5, Block A. If the Park is not provided at Lot 5, Block A, Lot 5 Block A could be redeveloped with non-residential uses, subject to the Adequate Public Facilities impact evaluated as part of Preliminary Plan No. 120170170 and the Applicant will be required to submit a Preliminary Plan Amendment and Site Plan Amendment to address the alternative condition [page 60; see page 12].

4. Open Space, Facilities, and Amenities
d. Prior to issuance of the final Use and Occupancy Certificate for the Multi-Family Building or issuance of the Use and Occupancy Certificate for the 55th townhouse, whichever comes first, the Parks Department must accept the completed Springfield...
Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres

Neighborhood Green Urban Park public open space, as illustrated on the Certified Site Plan. [Page 12].

CCCFH agrees with the Staff report that the land must be acceptable as a park. In addition to the Staff condition that the property must be conveyed in a manner acceptable to M-NCPPC (first quoted paragraph above), we request a specific condition that a roadway or an easement that would allow a roadway is not acceptable.

If Relocated – Site Preferences. As to location, CCCFH agrees that Lot 5 block A is the preferred location for Springfield Park. If the Kenwood Place Condominiums ingress/egress easement going through Lot 5 block A is not eliminated, we further agree with staff that Springfield Park will have to be relocated. Generally, in our view, the park should remain on Westwood I and not be moved to a location outside Westwood I. A Westwood I location would best serve families in the Residential/Retail Building, Springfield community residents, and workers in the Commercial building. These folks would not have to cross Westbard Avenue to get to it, especially if a traffic light is not installed. The other sites are too far away from the 200 apartments and 70 townhomes to be built on Westwood I.

In our view, if Lot 5 Block A does not work out, the Preliminary and Site Plans should be modified to relocate the private road referred to as Westbard Circle north to overlap the Kenwood Place Condominiums easement. The northern part of Regency’s proposed large Residential/Retail building would be scaled back to the south to make space for the park, which would be located between Westbard Circle and the shortened Residential/Retail building. Some proposed townhouses could need to be adjusted as well. In any event, the park needs to be the same size as proposed, be on level ground, and not have a roadway through it.

If, however, a location across Westbard Avenue, is considered, there are major disqualifying problems. To begin, Regency will not satisfy the 10% open space requirement for the Westwood I site. (See Staff report, page 12). Second, the open space scattered around the townhouses should not be allowed as “Alternative Compliance” which is being granted because the Central Civic Green and the Springfield Park are adjacent to the townhouse development. See Staff report pp. 56-57. That will not be true if the park is moved. Accordingly, additional open space must be provided around the townhouses and it should satisfy the width and size requirements mandated in the absence of grounds for Alternative Compliance.

In any event, Westwood II (Lot 1 Block H) should not be an eligible park site because it is adjacent to a busy road (Ridgefield Road, as realigned, Westbard Avenue) and is on a steep hill which is not conducive to a pleasant park or a playground for children.

Timing. On timing, CCCFH agrees with Staff report condition 4d (p. 12), above, i.e., that Prior to issuance of the final Use and Occupancy Certificate for the Multi-Family Building or issuance of the Use and Occupancy Certificate for the 55th townhouse, whichever comes first, the Parks Department must accept the completed Springfield Neighborhood Green Urban Park public open space, as illustrated on the Certified Site Plan. Of course, the certified plan must include an acceptable park.
II. The Realignment of Westbard Avenue Needs to be Completed in Phase I, with Two Westbound lanes from River Road and a Satisfactory Turning Radius
(See Illustration #3, Appendix, page 23 and #4, page 24)

Background
Area Traffic: Westbard Avenue is a heavily-utilized, critical artery between River Road and Massachusetts Avenue. The River Road-Massachusetts Avenue connections are very limited, congested, and serve for very significant volumes of traffic to move from the Beltway into downtown Washington, D.C. and vice versa. Those connections consist of:

- Goldsboro Road – two lanes
- Westbard Avenue – four lanes
- Little Falls Parkway – two lanes (trucks are prohibited and turns from Massachusetts Ave. are restricted during peak hours)
- Western Avenue – two lanes

The Sector Plan recognized the traffic concerns. The agreement with the Planning Department incorporated into the Westbard Sector Plan is for Westbard Ave. to have four lanes open during peak traffic hours with parking permitted in off-peak hours. See p. 37.

Poorly designed lower Ridgefield Road: Compounding the problematic overall traffic volume, the roadway from River Road to Westbard Avenue – lower Ridgefield Road - is poorly designed for 21st century traffic, which impedes the flow of traffic. Going south, a left hand turn from Ridgefield Road is required at a signal to get to Westbard Avenue. See Sector plan p. 35.

Difficult and Dangerous – Current Intersection of River Road and Ridgefield Road. There are two other problems near the intersection of River Road and Ridgefield Road. The linked video illustrates the maneuvers a Giant grocery delivery semi-truck going to the Westwood shopping center has to make in order to turn onto Ridgefield Road without facing traffic in the oncoming lane.

https://photos.google.com/share/AF1QipMPxgE5pom-tw7TcetPlUb8PMeXB9I1YboFW1NwrxqijT064ws6Cf-QRyPYg7J3Q?key=YlRHek1Da2lmWk0TUwxS3ppZzN5ZHktQy1lOENn

The truck in the video moves completely to the left lane of River Road, requiring all eastbound vehicles to stop as they are being blocked by the truck as it makes the turn onto Ridgefield Road. While there is a dedicated right turning lane on River Road to Ridgefield Road, given that the angle of the turn is less than 90 degrees, it is impossible for commercial delivery trucks the size of tractor trailers – or even school buses and vehicles of similar size – to make this turn from the turning lane without hitting the light or utility poles, overrunning onto the sidewalk or turning into the oncoming traffic.

Width of Ridgefield Road. Another problem is that a short distance uphill from River Road and before the traffic signal, westbound (uphill) Ridgefield Road has only one lane, which widens to
two lanes at the traffic light on Westbard Avenue. On the eastbound (downhill) side, there are
two lanes that widen to three lanes at River Road.

**Westbard Avenue extended.** To circumvent the problems associated with exiting River Road at
Ridgefield Road and turning right onto Westbard Avenue, eastbound vehicles exit River Road
one street before Ridgefield Road – onto the 5500 block of Westbard Avenue extended, and go
through a residential neighborhood. An average of 1,636 vehicles travel on this block daily. This
is unlawful for commercial vehicles that routinely ignore the prohibition.

**Sector Plan Solutions**

**Realign Westbard Avenue.** In view of the significant problems with Ridgefield Road, the Sector
Plan provides for the realignment of Westbard Avenue. Sector Plan pp. 8, 10, 34-37,72. Viewed
from south to north, south of the present Ridgefield-Westbard intersection, realigned Westbard
Avenue would curve to the east and “T” into River Road, where Ridgefield now “T’s”. See
image, Sector Plan p. 71

This realignment is essential to facilitate the flow of traffic. The Westbard Ave. - Ridgefield Rd.
- River Rd. connection is already badly congested during peak hours. On top of that there will be
trips to the new Westwood I for shopping, trips to new residential units, and ever-increasing
commuter traffic toward DC.

The realignment of Westbard Avenue is critical. It is both an important element of the Westbard
Sector Plan and a recommendation of the Sector Plan. It is an important part of the infrastructure
associated with the significantly expanded Westwood I commercial center and apartment
complex. If Phase 2 of the Preliminary Plan is deferred (as Regency proposes to allow itself to
do) and the realignment is thus deferred, the traffic situation will be intolerable.

**Close Westbard Avenue Extended at River Road.** The Sector Plan endorsed the permanent
closure of the residential portion of Westbard Avenue between River Road and Ridgefield Road
at the River Road end. The closure would not occur until the existing Westbard Road/River Road
intersection is realigned to intersect River Road with a right-angled turn. Sector Plan p. 37

**Regency’s Westbard Avenue Realignment Proposal (January 2019).** Regency proposes an
interim improvement and identifies a longer-range solution to Ridgefield Road - Westbard
Avenue. Regency’s interim solution includes improvement of the corner of the intersection of
River Road and Ridgefield Road adjacent to where eastbound River Road traffic turns right onto
Ridgefield. Part of the corner would be cut off and a small island would be left in River Road, to
the outside of the turning lane. A second interim improvement would be to round-off the
southeast corner of the intersection of Westbard Avenue and Ridgefield Road to facilitate
righthand turning from northbound Westbard Avenue heading east onto Ridgefield Road. This
would be done in Phase 1A. In the longer term - Phase 2A - Regency proposes the construction
of the realignment of Westbard Avenue. Regency provides no dates for the realignment.
Staff report
The Staff Report would require realignment of Westbard Avenue, as well as construction of interim improvements. It provides:

As conditioned, the Applicant will submit a petition for abandonment to the County Council, prior to issuance of the Use and Occupancy Certificate for the Commercial Building on the Westwood Shopping Center site. This realignment is a major goal of the Sector Plan and will help facilitate the direct flow of traffic between the Westwood Shopping Center site and River Road as well as regional traffic between River Road and Massachusetts Avenue.

Additionally, the Applicant will construct interim improvements at the intersections of:

   a) Ridgefield Road and River Road (a new channelized right-turn lane), and
   b) Ridgefield Road at Westbard Avenue (increased curb radius)

These intersection improvements are necessary to address existing intersection geometry issues and accommodate large delivery trucks for the Giant supermarket. [p.31]

The Staff Report further provides (the numbers preceding the text are condition numbers in the Staff Report p. 8):

17. Prior to the issuance of the Use and Occupancy Certificate for the Core and Shell for the Commercial Building, the Applicant must construct interim improvements at the intersections of River Road and Ridgefield Road and Westbard Avenue and Ridgefield Road as specified by MCDOT and MDSHA.

18. Prior to Use and Occupancy Certificate for the Commercial Building, the Applicant must file for abandonment of portions of Ridgefield Road and Westbard Avenue.

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20. Prior to issuance of the Use and Occupancy Certificate for the 55th townhouse unit for Site Plan 820180190, the Applicant must construct and dedicate to public use the realigned Westbard Avenue, as illustrated on the Certified Preliminary Plan. In conjunction, the Applicant must: a. Meet all design standards imposed by all applicable road codes; and b. Secure a County Council resolution abandoning the portions of existing Westbard Avenue/Ridgefield Road rights-of-way that are no longer needed for transportation purposes.

CCCFH’s Evaluation and Request No. 1
Interim improvement of corners. While CCCFH supports the objectives of the interim improvements, we are concerned that so far as we know, Regency has not demonstrated that the State Highway Administration (SHA) has approved the interim improvement on River Road, for the eastbound right-hand turn onto Ridgefield Road. This turning lane has to accommodate 18-wheeler tractor-trailer trucks, which routinely go to the Giant supermarket in Westwood. If one is going a bit fast and does not thread the needle between the proposed new corner and island, then what will the truck take out, hopefully not pedestrians? Similar concerns apply to the new right turning lane from eastbound Westbard Avenue to Ridgefield, which would be under Montgomery County DOT jurisdiction. Although trucks likely would be going slower on
Westbard than River Road, few vehicles slow down to make the right-hand turn down Ridgefield Road. Has County DOT approved this?

**Widening of Westbound Ridgefield Road.** Significantly, in advance of the commencement of construction of Westwood I, Regency needs to widen parts of westbound (uphill) Ridgefield Road from the intersection of River Road and Ridgefield Road so that it is two lanes the entire way to the intersection with Westbard Avenue.

**Timing of Westbard Avenue Realignment.** This is a major concern. In essence, there are three options: (a) *Pro-publica*, (b) *Planning Staff’s* and (c) *Regency’s No-date, No obligation Proposal.*

*The Pro-publica approach* would be to complete the road realignment before breaking ground at Westwood I. Putting the infrastructure, especially the realigned road, in place before commencing demolition of parts of the old shopping center and construction of the new shopping center would mitigate the awful, years-long construction-related traffic, such as dump trucks, concrete trucks and big trucks supplying vast quantities of steel, and other building materials, traffic from construction workers, traffic from customers to the new Giant supermarket and other retail in the new Commercial Building, and traffic from new residents of Westwood I apartments and townhomes who likely will drive to work given the very limited mass transportation options. (Westwood I is almost 2 miles from the Friendship Heights Metro station and over 2 miles from the Bethesda Metro station. Bus service is not frequent. Walking along River Rd. to reach the Metro stations is hazardous because of the 30 curb cuts and narrow sidewalks along this major commuter artery.)

Regency has had almost three years since the Westbard Sector Plan was approved to develop a complete Westbard Avenue realignment design, by engaging a reputable highway design firm with experience working with SHA and County DOT. It has not done so and from the perspective of the local residents, has benefited by its delay.

*The Planning Staff’s approach*, as we understand it, would be to compel Regency to complete the Westbard Avenue realignment before the end of Regency’s Phase 1 by not allowing Regency to obtain a Use and Occupancy Certificate for the 55 townhouses. This would allow Regency to proceed to build Phase 1- the Commercial Building and the Multi-Family Building, and most of the 70 townhouses, with the creation of associated problems of construction traffic, and would allow the new Commercial (Giant supermarket) building to open and most townhouses to be occupied. Unfortunately, for several years, the public would suffer the consequences of continued use of an inadequate Westbard Ave- Ridgefield Road system for construction traffic. But, significantly, the planning staff’s recommendation would incorporate leverage to ensure that Westbard Avenue is actually realigned. Certain townhouses could not be occupied until the Westbard Avenue realignment is constructed and dedicated. It should be borne in mind that there would be considerable time to get the realignment job done. Regency projected construction of Westwood I being complete in 2022, with reference to a January 2019 Planning Board hearing date. The Planning Board has seen direct referrals with significant road work being done in comparable time periods.
Regency’s No-date, No-obligation approach is to put realignment off to Phase 2. Critically, per its plans, Regency’s Phase 2 activities are not subject to any dates by which they must be done. There is no obligation to realign Westbard Avenue at any time. Under this, is there any real assurance that Westbard Avenue will be realigned in 2022, when Phase I is slated to be completed per Regency’s website? Is there any real assurance that Westbard Avenue will be realigned 3 years later in 2025? The answer is no because there is no binding obligation. This unacceptable proposal is compounded by two business concerns. First, Westwood II is far less attractive as an investment than Westwood I. Phase 2, which is not the subject of site plans, amounts to about 34 townhouses on an enlarged Manor Care site and an undefined building, likely to include residential units, on a smaller parcel where the commercially failing Westwood II building sits. These two properties would change size due to the Westbard Avenue realignment and, as to Westwood II, the Green Urban Park at Ridgefield and Westbard Avenues would take up part of the property. The costs of realigning Westbard Avenue as compared to the financial benefits could be a factor in deciding on redevelopment of Manor Care and Westwood II. Also, Regency is a shopping center company. Since townhouses and apartments are not its forte, Regency might sell these properties, possibly to different developers. That would complicate the effectuation of the realignment of Westbard Avenue.

**CCCFH’s Evaluation and Request No. 2**

In short, while CCCFH prefers the pro-publica approach which it sought earlier, CCCFH accepts the Planning staff’s general approach to assuring the certainty of realignment before Westwood I is completed. However, we ask that condition 20 on page 8 of the Staff Report be expanded. It is based on limiting Use and Occupancy starting with the 55th townhouse. But some other conditions of the Staff report, such as those in condition 4d page 12, limit Use and Occupancy to both the Multi-Family building and the 55th townhouse. (“Prior to issuance of the final Use and Occupancy Certificate for the Multi-Family Building or issuance of the Use and Occupancy Certificate for the 55th townhouse, whichever comes first”). CCCFH requests that the Staff report condition 20 (page 8) be revised to include issuance of the final Use and Occupancy Certificate for the Multi-Family Building, as follows:

Prior to issuance of the Use and Occupancy Certificate for the Multi-Family Building or the Use and Occupancy Certificate for the 55th townhouse unit for Site Plan 820180190, whichever comes first, the Applicant must construct and dedicate to public use the realigned Westbard Avenue, as illustrated on the Certified Preliminary Plan. In conjunction, the Applicant must: a. Meet all design standards imposed by all applicable road codes; and b. Secure a County Council resolution abandoning the portions of existing Westbard Avenue/Ridgefield Road rights-of-way that are no longer needed for transportation purposes.

Beyond that, we request a condition that the entirety of westbound Ridgefield Road from River Road to Westbard Avenue must expanded to two (2) lanes prior to approval of a record plat or clearing or grading for Westwood I, Lot 1 Block A.

Lastly, we object to granting Regency a waiver to avoid treating the realigned road. If the road is not treated, the road run-off will flow directly into the stream, bringing a toxic mix of chemicals. The Department of Permitting Services should require Regency to explore ways to treat the stormwater, such as capturing and treating the stormwater in the median.

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
III. Dedication of land for the Green Urban Park of the Willett Branch
Greenway near realigned Westbard Avenue and Ridgefield Road Must
Occur in the Same Time Frame as the Completion of the Westbard
Avenue Realignment.
(See Illustration #5, Appendix page 25)

**Background.**
The Sector Plan provides for the Willett Branch Greenway, which will reveal and naturalize the neglected Willett Branch stream to create an open space corridor, providing the Westbard community with access to the stream, native wetland plants and forested areas. The Greenway will also create critical pedestrian linkages between River Road and Westbard Avenue, and to the Capital Crescent Trail. Sector Plan p. 50, 51, 86. The Willett Branch Greenway is envisioned as a regional gem in the Montgomery County park and trail system. Sector Plan p.100.

Green Urban Park. One part of the Willett Branch Greenway is at the intersection of Realigned Westbard Ave. and River Road, Sector Plan pp. 10, 12, 53. This involves, in part, a land dedication from Regency to M-NCPPC. CCFH does not object to the scope (property lines) of the property that Regency identifies for the dedication. See, Preliminary Plan drawing, Phasing plan Phase 2B, Lot 2 Block H. V4/07-PREL-120170170-PP-11 (Jan 14, 2019).

CCFH strenuously objects, however, to how Regency proposes to cast its obligation for the Green Urban Park. Similar to the Westbard Avenue realignment, Regency proposes to put it off to Phase 2B – dead last of Regency’s phases. No timing is specified. At most it is an inchoate obligation that a future developer might not fulfill.

To correct this, the Staff Report says on page 10, conditions 27, 28, page 29 page 35

27. The Applicant must convey in fee simple to the [M-NCPPC, at no cost and via plat at the same time as the first plat for Site Plan 820180190, the following areas for use as public park land for the Willett Branch Greenway, as shown on the Certified Preliminary Plan:
   i. The portion of unimproved land at Lot 2, Block H, at the existing Westwood II Shopping Center and associated parking lot; and
   ii. The area shown as Lot 3, Block B.
   iii. The Applicant must provide for invasive species management in dedicated areas.

28. Prior to the first record plat for Site Plan 820180190, the Applicant must record a covenant to M-NCPPC for future conveyance in fee simple of the portion of land at Lot 2, Block H, currently improved with the existing Westwood II Shopping Center and associated parking lot. The covenant must be shown on the Certified Preliminary Plan and Plan and be recorded in the land records of Montgomery County.

As explained in the Staff Report (p. 29):

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
Additionally, as conditioned, the Applicant will convey to M-NCPPC certain areas of land along the planned Willett Branch Greenway, recording covenants for future conveyance, as well as making a financial contribution of $500,000 towards its realization. The areas to be conveyed now are undeveloped, while those under covenant are currently improved with buildings and parking and will be conveyed at a future date.

And (p. 35):

Willett Branch Greenway
The conveyances of land to M-NCPPC for the Willett Branch Greenway, as described above, will be completed prior to the first plat associated with the Westwood Shopping Center. Covenants for future conveyance to MNCPPC will also be completed and recorded prior to building permits for the Shopping Center redevelopment. Finally, the Applicant’s financial contribution toward the Greenway will be made prior to Use and Occupancy Certificate for the Commercial Building.

We do not fully understand this, and note that there does not seem to be a date for conveyance of the currently improved portion of the existing Westwood II Shopping Center. It seems to CCCFH that the objective is to convey Lot 2 Block H of Westwood II for the Green Urban Park, taking into account that part of Westwood II’s parking lot currently is on Lot 2 and possibly a very small part of the current Westwood II building is on Lot 2. The remaining parts of Lot 2 are some vegetated areas and a stretch of Willett Branch. Lot 2 is shown on DAIC eplans PP-11.pdf_V4/07-PREL-120170170-PP-11.pdf (January 14, 2019).

CCCFH’s Evaluation and Request
Based on the objective of conveyance of Lot 2 for a park, the Applicant should first record a covenant (this would replace part of Staff report condition 28):

Prior to the first record plat for Site Plan 820180190, the Applicant must record a covenant that runs with the land to M-NCPPC for future conveyance in fee simple of Lot 2, Block H. The covenant must be shown on the Certified Preliminary Plan and must be recorded in the land records of Montgomery County.

After the Westwood II building is demolished, Lot 2 should be conveyed to M-NCPPC. The demolition of Westwood II will be required for the construction of the realigned Westbard Avenue. A date associated with the realignment of Westbard Avenue could therefore be used for the conveyance of Lot 2 Block H. That is Condition 20 (page 8 of the Staff report), as revised above. Applying those principles, Staff Report Condition 27(i) should be rewritten, in part, to read:

Prior to issuance of the Use and Occupancy Certificate for the Multi-Family Building or the Use and Occupancy Certificate for the 55th townhouse unit for Site Plan 820180190, whichever comes first, the Applicant must convey in fee simple to the Maryland-National
Capital Park and Planning Commission (M-NCPCC), at no cost and via plat for use as public park land Lot 2 Block H as shown on the Certified Preliminary Plan.

**IV. In view of substantial questions about the size of the proposed Central Civic Green, the actual green area, as contrasted to hardscape and accessory structures, of the Central Civic Green and encroachments onto the Central Civic Green, the Planning Board needs to make factual inquiries and to adopt conditions on approval of the plans consistent with the Sector Plan and sound park planning.**

(See Illustration # 6, Appendix page 26)

**Background**

The Westbard Sector Plan provides for a Central Civic Green of a recommended size that is approximately ½ acre but no less than 1/3 acre. Sector Plan, p. 74. As stated in the Sector Plan:

**Vision:** A formally planned, flexible, programmable open space that:
- Provides a place for informal gathering, quiet contemplation or large special event gatherings.
- May support community activities, including open air markets, concerts, festivals and special events, but will not be used for programmed recreational purpose.

**Purpose:** The principal outdoor gathering and civic space in Westbard:
- Provides a central town green.
- Serves as a focal point for the existing residential community that surrounds this district or the Westbard area.
- Incorporates a central lawn as the main focus with adjacent spaces providing complementary uses.
- May include gardens, water features, shade structures.

As further described in the Sector Plan, the Westbard Central Civic Green should include the following characteristics:
- Located within direct view of Westbard Avenue and adjacent to the highest concentration of commercial and civic land uses.
- Includes green lawn area for flexible use (events, ceremonies, celebrations, informal seating).
- Includes shaded areas with seating; shade provided by trees and structures.
- Designed to welcome public use; integrated into the public realm.
- Inclusive design serving all age groups.

In Westwood I, the Central Civic Green space will continue to be owned by Regency. It will be managed and maintained by Regency, not M-NCPCC.
**CCCFH’s Evaluation and Request**

CCCFH’s primary concerns are the overall size of the central civic green, that the surface be primarily green space, that commercial creep onto and within the green be restricted and that accessories and other items on the green be limited. We want it to be nice and inviting.

As to overall size, Regency has said that “The central green has been improved from a design standpoint and increased in size to approximately half an acre, which we feel is large enough to satisfy most uses, but also maintains the ‘human scale’ that is so important to creating a vibrant, walkable place.” [http://www.westwoodredevelopment.com/faqs](http://www.westwoodredevelopment.com/faqs). An acre is = 43,560 sq. ft. So, an area 85 feet by 260 feet is 0.31 acres. But, it is said, the Civic Green includes a paved roadway (Westwood I private Street B) that may be closed down for events including farmers markets or festivals. When the street is closed down, the park is approximately one-half acre.

Staff Report p. 38; see p. 33.

In CCCFH’s view, there should be one-half acre of a central green, not counting roadways, curbs, any part of buildings, etc. CCCFH asks the Planning Board to inquire into the dimensions of the central green. What is Regency counting as the civic green, from where to where? How many square feet/ acres is that? **We do not agree that private Street B adjoining the Commercial Building should count as part of the civic green.**

The anchor tenant to the Commercial Building is expected to be a Giant supermarket that at the existing Westwood I is now open from 6 am to midnight, 6 days a week and until 11 pm on Sundays. That amounts to 125 hours a week. Even if there are periodic farmers’ markets of 7 hours a week, that amounts to less than 6 percent of the time the Giant is open. And it is unclear that private Street B would be part of a farmers’ market. Private Street B is one of two streets into Westwood I. No matter how one looks at it, it is very unlikely that the farmers markets would close private street B for sufficient amounts of time for it to be counted fairly in the central green. Since street B should not count as part of the Central Civic Green, we ask that some building or parts of one be incorporated into the Green, such as by eliminating the Jewel Box building.

Next, we ask that the green area within the Central Civic Green be determined by subtracting out sidewalks and other hardscape. How many square feet is the green area of the Central Civic Green?

As to potential restaurants and other food selling establishments on the north (non-Commercial building/Giant supermarket) side of the central green, we believe that tables and chairs, properly set out, could be nice and inviting features. But we also believe there should be a limit to how far they may extend from the building. There should be limits on other commercial encroachments, if any.

CCCFH supports benches, chairs and shade trees and other vegetation, and a possible water feature or two on the Central Civic Green. But we believe that there should be limits on the area taken up by them as the Civic Green should be primarily green space. Of course, this would not preclude temporary day-to-day set-ups such as tables for farmers’ markets.

We are concerned with safety for children and support items to separate them from the large volume of traffic on proposed private street B, the private road immediately to the south of and adjacent to the Central Green area. (In comments early in the process, we did not agree with the overall layout in part due to safety concerns.)
We support stormwater retention and infiltration into the ground. Maximum infiltration will enhance the naturalization of the Willett Branch. We support the Planning staff’s recommendation that “The Streetscape shall utilize techniques such as Silva Cells, continuous soils panels or other techniques subject to MPDPC approval, which will maximize the available spaces for root growth and/or SWM features, as applicable” Staff report p. 13. We recommend that Silva Cells be used instead of tree boxes throughout the development so that the Silva Cells underground can retain the soils and enable tree roots to spread. Similarly, runoff from the green roofs should be piped into the micro-bioretention sumps instead of the stormwater vaults.

It is important to install the most effective stormwater systems before the buildings, roads, and other features are built because these systems must be installed under the infrastructure, and they are likely to be in place for 50 years or longer.

After the Planning Board gets answers to matters raised above, CCCFH asks it to impose appropriate conditions relating to the overall size of the Central Civic Green, the truly green area of the Central Civic Green, encroachments onto the Green, accessories on the Green, and stormwater retention and infiltration consistent with the Sector Plan and sound park planning.

V. To the rear of Bowlmor, Regency needs to convey a property interest that is 20 feet wide, starting from the top edge of the steep downward slope to Willett Branch and toward Westbard Avenue that should be dedicated to the Parks Department. In addition, there needs to be public access to this strip paralleling the Willett Branch from Westbard Avenue, which would be in an existing easement and an extension of that easement on the northern side of the Bowlmor property along the HOC property boundary.

(See Illustration #7, Appendix, page 27)

Background.
Westbard lacks an interconnected system of park facilities to serve present-day and future residents. Sector Plan p. 48; Staff report p. 59. The Sector Plan specifically calls not only for naturalization of Willett Branch Stream but also the creation of an Urban Greenway with a hard-surface trail. Sector Plan p. 98. The Willett Branch Greenway will reveal and naturalize the forgotten Willett Branch stream to create an open space corridor, providing the Westbard community with access to the stream, native wetland plants and forested areas. The Greenway will also create critical pedestrian linkages between River Road and Westbard Avenue, and to the Capital Crescent Trail, p. 100. See pp. 50 - 51.

Regency has proposed dedicating the steep slope from the far, rear end of the Bowlmor parking lot down to Willett Branch, which slope is in the stream valley buffer, to the Parks Department.

CCCFH’s Evaluation and Request
A key element of the Greenway is the hard surface trail along the Willett Branch. This will provide both connectivity and access to the Willett Branch. It will be difficult to put the Greenway together because there are numerous property owners along the Willett Branch and it
will be a while before some owners redevelop at which time the Willett Branch is improved in a piecemeal manner. It is necessary to consider contingencies and take every available opportunity when possible to secure property interests to ultimately make the Greenway a reality.

This is demonstrated by the following example. A couple of years ago, Regency was the largest landowner with property adjoining the Willett Branch. A significant part of the Greenway was to be located to the rear of the HOC building. It looked likely that there would be a Greenway from River Road to the southern end of Regency property, except for the American Plant and the Roofing Center properties (respectively Shorb Land and Dev. Co. and Seth Warfield Trustee properties as shown on Staff Report p. 21). Hopefully, at some stage the two properties would be redeveloped, Willett Branch would be daylighted and the adjoining trail would be continuous. However, Regency sold the HOC property and there was no contribution of property (or otherwise) to the Willett Branch Greenway. Not only did this complicate the creation of the Greenway, it taught a lesson: look for optional and contingent approaches. Do not restrict one’s planning to inside the box thinking based on assumptions that there is only one possible route for the Greenway trail along the Willett Branch.

Following Regency’s sale of the HOC property, it has become necessary to take a hard look with an eye toward possible ways of putting the Greenway trail together. One is to assume that the trail or parts of it will not be on the far side of the Willett Branch from the HOC building. Operational parts of the Greenway trail would be on the Bowlmor property side of Willett Branch.

Regency has proposed a line of dedication for the Willett Branch Greenway at about the far end (from Westbard Avenue) of the Bowlmor property (Lot 3 Block B) parking lot -- at the beginning of a very steep slope toward the Willett Branch, which is in the Stream Valley Buffer (SVB). See Staff Report pp. 19, 47. Parks’ staff need at least an easement at the rear part of the parking lot, above the slope, to maintain the slope to Willett Branch. This would be 20 feet wide, which is standard for Parks’ trucks and equipment. Staff Report page 10, condition 29.

In CCCFH’s view, this 20-feet wide area should be a dedication for the Willett Branch Greenway. Regency’s proposed line of dedication should be moved 20 feet toward the Bowlmor building. This would provide for a potential path for the Greenway, which Parks would maintain, on the Bowlmor side of Willett Branch. The path would be within 100 feet, such as used for a buffer, from the Willett Branch, at least in the area near the HOC building. This is not a major imposition on Regency. As noted above, the Parks Department needs and the Staff Report includes a condition for a 20-foot-wide easement for maintenance. p. 10, condition 29. A setback from the slope would be needed for a possible building that could replace the Bowlmor building in the future (there is no site plan for this) for various reasons including, structural reasons associated with the slope and avoidance of mini-avalanches into the Willett Branch, the mitigation of a canyon effect on the Willett Branch, and zoning.

Also, Parks Department and public access is needed from Westbard Avenue to this 20-foot wide area behind the Bowlmor building, as either an easement or a dedication. There is a different easement, shown on Regency’s drawings, to the south of the HOC property and along the

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Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
northern side of the Bowlmor property ("Park Maintenance Access 20’ wide") on Lot 3 Block B. This easement does not appear to extend to our proposed property dedication line (or Parks’ coterminous easement line) that is set back 20 feet from the beginning of the steep slope toward the Willett Branch, behind the Bowlmor building. The “Park Maintenance Access 20’ wide” easement needs to be extended a relatively short distance to the 20-foot wide dedication or easement paralleling the upper edge of the steep slope. This extended easement also needs to be for the benefit of M-NCPPC and the public.

Regency may raise an issue of the impact on the Bowlmor operation. That is readily addressed. Parks maintenance, if any, would not be frequent and would be done on weekdays when Bowlmor is not busy. The public would not be using this Greenway segment until more of the Greenway trail is developed. There could be a covenant for future conveyance, such as discussed above and in Staff Report p. 10 condition 28 for the Willett Branch Greenway Park near the intersection of Ridgefield Road and realigned Westbard Avenue (Lot 2 Block H). The dedication would occur at a later date, consistent with development of the Bowlmor site.

VI. In view of Substantial Concerns about the ability of Vehicles and Bicyclists to Safely exit from Westwood I via Left Hand Turns onto Westbard Avenue, the Planning Board should communicate its Support for Traffic Signals to Montgomery County DOT.

Background
Regency’s proposal contains three entrances/exits to/from Westwood I from Westbard Avenue, from the north: (1) private road Westbard Circle near Springfield Park (#17 on Staff report p. 33), (2) private road Street B between the new Commercial Building (sometimes referred to as a new Giant supermarket building) and the Central Civic Green (Ibid, # 19) and (3) in the middle of the Commercial building and feeding into/from internal parking areas. (Ibid, # 20). A median on Westbard Avenue would limit turns into and from the third, Commercial Building entrance to vehicles travelling in a southbound direction on Westbard Avenue. In addition, the Westbard Avenue realignment will not eliminate an intersection between Westbard Avenue and Ridgefield Road, but will locate it in a different place.

No traffic signals are planned at any of the entrances/exits to Westwood I or the intersection of Ridgefield Road and realigned Westbard Avenue. Staff Report p. 37.

CCCFH’s Evaluation and Request
As local residents, we can anticipate needs for traffic signals based on years of experience as drivers turning left upon exiting from the existing Westwood I shopping center onto Westbard Avenue, and in heading east on Ridgefield Road into its intersection with Westbard Avenue. Left turns from Westwood I to Westbard Avenue are difficult and can be dangerous when there is moderate to heavy traffic on Westbard Avenue. These safety concerns apply to bicyclists and to shoppers living in the HOC building as well. Presently, left turning vehicles exiting from Westwood I to Westbard Avenue benefit from gaps in traffic caused by a traffic signal at the intersection of Ridgefield Road and Westbard Avenue, but that signal would be eliminated.
CCCFH asks the Planning Board to expressly support the following to County DOT. There should be traffic signal lights related to (1) Westbard Avenue and Westbard Circle, (2) Westbard Avenue and Street B and (3) the reconfigured intersection of Westbard Avenue and Ridgefield Road. We appreciate that the Staff Report states that none of the new intersections along Westbard Avenue satisfy the signal warrant analysis. Report p. 37. But in Montgomery County more goes into the decision on a signal than a purely linear analysis.

Under the current configuration with a traffic signal at Ridgefield and Westbard, with River Road traffic entering the intersection, the situation is problematic at certain times. Adding 34 townhouses at the Manor Care site to the existing 24 houses on this block, compounded by the average of 1,636 vehicles traveling on this block daily, will cause long backups as residents from that housing development endeavor to exit without the relief of a traffic signal. What is essentially the removal of the traffic signal from the intersection of Westbard Avenue and Ridgefield Road is unacceptable. Traffic engineers are now using traffic lights that can be synchronized with several lights along a road, allowing consistent movement. Studies show that traffic may be moving at a slower pace, but the traffic moves faster because vehicles are not stopping at traffic lights. Also, traffic sensors can be buried under the road and then put traffic lights into service at a later date.

VII. In view of Substantial Concerns about the Impacts related to the Construction of Westwood on the Neighboring Communities, the Planning Board should Restrict Where Construction Vehicles May Travel.

CCCFH communities, including but not limited to Kenwood Place Condominium, Springfield, Westwood Mews, Westbard Mews and Kenwood, are concerned about vehicular traffic going to and from the Westwood construction sites. We ask for the following:

**Westbard Avenue Extended.** All construction vehicles must be prohibited from using the extended Westbard Avenue between River Road and Ridgefield Road, and the Manor Care site should not be used as a construction depot or parking area.

**Ridgefield Road to the Springfield Community.** All construction vehicles must be prohibited from transiting through the Springfield neighborhood on Ridgefield Road west of Westbard Ave., i.e., prohibited from heading northwest through the residential community rather than directly to River Road.

**Westbard Mews and Westwood Mews.** All construction vehicles must be prohibited from turning off of Massachusetts Avenue onto Westbard Avenue. Construction vehicles should access the Westwood I development via the current Ridgefield Road turn off of River Road and, once the Westbard Avenue realignment is completed, via the Westbard Avenue turn off of River Road.
Kenwood. All construction vehicles must be prohibited from travelling through the Kenwood neighborhood including specifically Brookside Drive and Dorset Avenue.

We further ask that these restrictions be communicated to the Department of Permitting Services for inclusion in their permitting and other documents.

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The changes that are about to occur through the redevelopment of Westwood will shape the lives of multiple generations of inhabitants of the surrounding communities and within Westwood. Hence the care and effort that we have put into this compilation of comments. We appreciate your time and attention to the consideration of our concerns.
APPENDIX

1. WESTWOOD 1, DEVELOPMENT PHASING
2. SPRINGFIELD PARK AND ROAD EASEMENT
3. CURRENT ROAD INTERSECTIONS – WESTBARD AVE-
RIDGEFIELD ROAD-RIVER ROAD
4. WESTBARD AVENUE REALIGNED

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
5. WILLETT BRANCH DEDICATION AT RIDGEFIELD AND RIVER ROADS
6. CIVIC GREEN

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres
7. WILLET BRANCH DEDICATION AND EASEMENT ACCESS BEHIND BOWLER

Representing the Communities of Brookdale, Drummond, Chevy Chase Village, Chevy Chase West, Village of Friendship Heights, Glen Echo Heights, Kenwood, Kenwood Condominium, Kenwood House Cooperative, Kenwood Place Condominium, Somerset, Somerset House, Springfield, Sumner Village Condominium, Westmoreland, Westbard Mews, Westwood Mews and Wood Acres