



*Site Plan Modification Application*

ASHLAND

# RAIL TRANSIT APARTMENTS

SMART GROWTH MULTI-FAMILY APARTMENT COMMUNITY



10/2/15

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I. REQUEST OF THE ASHLAND  
PLANNING BOARD TO ISSUE  
A MODIFICATION TO THE  
JEFFERSON AT ASHLAND  
SITE PLAN PERMIT DATED  
6.19.2008



October 2, 2015

Mr. Michael Mokey  
Chairman  
Ashland Planning Board  
Town of Ashland  
101 Main St  
Ashland, MA 01721

Dear Mr. Mokey:

Campanelli II Acquisitions LLC is pleased to submit the enclosed Site Plan Modification Application and supporting documentation to construct 398 apartments on property commonly referred to as Lot 1 Ashland Rail Transit District. Enclosed please find 10 copies of the application, plans and supporting documentation.

In connection with preparing this submission package we met with representatives from different boards in town. A number of opinions were voiced about the previously approved plans and the current proposed layout. As a result of this process, we have proactively adjusted the proposed layout to be responsive to concerns that have been voiced. Specifically, these plans reduce the overall unit count from 500 to 398 dramatically reduce the amount of required retaining walls, increase the open space contained within the property and create a more pedestrian friendly site plan. The current plan works with the existing topography maintaining for the most part a façade of three story buildings along its spine road and using the existing topography to incorporate four stories to the rear which in general are screened by wooded areas.

Campanelli and Thorndike Development look forward to working through the Site Plan Modification process with the Ashland Planning Board.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Lloyd Geisinger', with a stylized flourish at the end.

Lloyd Geisinger  
President  
Thorndike Development Corp.

A handwritten signature in blue ink, appearing to read 'Daniel DeMarco', with a stylized flourish at the end.

Daniel DeMarco  
Member Manager  
Campanelli

## II. SITE PLAN MODIFICATION APPLICATION

**TOWN OF ASHLAND, MASSACHUSETTS  
PLANNING BOARD  
APPLICATION FOR MODIFICATION OF  
SITE PLAN**

**DATE:** 09-28-2015

The undersigned applies for A **SITE PLAN MODIFICATION** pursuant to the terms of the Code of the Town of Ashland, Chapter 282 (Zoning) Sub-Section 9.4 for the land/premises located at Jefferson At Ashland(MTBA Access Rd.) which is in a Rail Transit "E" Zoning District, and is shown on the Assessors' Map as SHEET map 13, LOT 152&154, Registry of Deed's BOOK 36623, PAGE 52&53 owned by Ashland RTD LLC.

1. **PURPOSE OF SITE PLAN MODIFICATION** : Modify permit to reduce unit count and redesign the apartment complex
2. **TYPE OF BUSINESS OR GENERAL** characteristics to which uses on the site shall conform:  
398 Unit Luxury Apartments consisting of nine residential buildings, a clubhouse, and multiple garages for parking, and all related infrastructure.
3. **SAID SITE PLAN MODIFICATION** will be some substantial benefit and serve some need of the Town because:  
The development will provide housing within close proximity to public transportation. See attached cover letter for additional information.
4. Applicant is {owner} {lessee of} {under agreement to purchase} {under agreement to lease}  
(Please circle which applies)
5. **REQUEST FOR WAIVERS** YES NO **NEED FOR SPECIAL PERMIT** YES NO  
(If Yes, written request should be attached)
6. **SEVEN (7)** certified copies of the Modification Site Plan must accompany the applicant.
7. Payment enclosed for engineering review with application \$

**Applicant:** Campanelli Acquisitions II LLC.

(Please print)

**Address:** 10 Campanelli Drive, Braintree, MA 02184

**Tel:** 978-310-7070 (Lloyd Geisinger)

**e-mail address:** Lloyd.Geisinger@thorndikedevelopment.com

**By:** Ashland RTD LLC

**Agent or Attorney** (Please print)

**Telephone:**                     

**e-mail address:**                     

**NOTE: MODIFICATION APPLICATION  
SHALL NOT BE ACCEPTED FOR  
PUBLIC DISCUSSION WITHOUT  
COMPLETE DOCUMENTATION.**

**Signed:** 

**Agent or Attorney**

Daniel R. DeMarco  
Signatar Authorized

6/3/14

**TOWN OF ASHLAND, MASSACHUSETTS  
DESIGN COMMITTEE  
APPLICATION FOR APPROVAL OF  
DESIGN PLAN REVIEW**

**DATE:** 09-28-2015

The undersigned applies for **A DESIGN PLAN REVIEW** pursuant to the terms of the Code of the Town of Ashland, Chapter 282 (Zoning) for the land/premises located at Jefferson at Ashland - MTBA Access Road, which is in a Rail Transit "E" Zoning District, and is shown on the Assessors' Map as SHEET Map 13, LOT 152&154, Registry of Deed's BOOK 36623, PAGE 52&53, owned by Ashland RTD LLC.

1. **PURPOSE OF DESIGN PLAN REVIEW** To accompany a modification of the existing Site Plan Approval

2. **TYPE OF BUSINESS OR GENERAL characteristics** to which uses on the site shall conform:

398 Unit Luxury Apartments consisting of nine residential buildings, a clubhouse, multiple garages for parking, and all related infrastructure.

3. **SAID DESIGN PLAN REVIEW** will be some substantial benefit and serve some need of the Town because:

The development will provide housing within close proximity to public transportation. See attached cover letter for additional information.

4. Applicant is {owner} {lessee of} {under agreement to purchase} {under agreement to lease}  
(Please circle which applies)

5. REQUEST FOR WAIVERS (YES) NO NEED FOR SPECIAL PERMIT (YES) NO  
(If Yes, written request should be attached)

6. EIGHT (8) certified copies of the Design Plan must accompany the applicant.

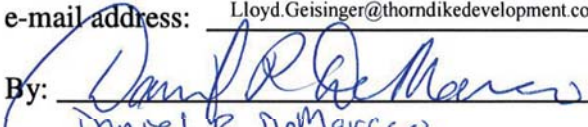
Applicant: Campanelli Acquisitions II LLC.

(Please print)

Address: 10 Campanelli Drive, Braintree, MA 02184

Tel: 978-310-7070(Lloyd Geisinger)

e-mail address: Lloyd.Geisinger@thorndikedevlopment.com

By:   
Daniel R. DeMarcco  
Authorized Signator

6/3/14

**TOWN OF ASHLAND, MASSACHUSETTS  
OFFICE OF  
PLANNING BOARD & PLANNING DIRECTOR  
101 MAIN STREET  
FORM - PBSP**

**DATE:** 09-28-2015  
**Fee Attached:** \_\_\_\_\_

**PLANNING BOARD AS SPECIAL PERMIT GRANTING AUTHORITY  
APPLICATION FOR SPECIAL PERMIT – TOWN OF ASHLAND**

The undersigned applies for Special Permit to the Planning Board pursuant to terms of Zoning Chapter 282, for premises located at Jefferson at Ashland-MBTA Access Road, which is in a Rail Transit "E" Zoning District, and is shown on the Assessors' Map as SHEET Map 13, LOT 152&154, Registry of Deed's respect: grant per Section(s) 5.7.3 of said Chapter with such reasonable conditions, safeguards or limitations on time or use, deemed necessary to serve the intended purposes.

1. SPECIAL PERMIT IS FOR (type) and (proposed use) Proposed slopes greater than 3:1
  
2. IF SPECIAL PERMIT is allowed, it will be of some substantial benefit and serve some need of the Town because: The proposed slopes allow the project to be financially viable.
  
3. IF SPECIAL PERMIT is allowed, the proposed use shall not create a condition peculiar to the particular case that cause nuisance, hazard, congestion or for other reason, cause substantial harm to the established or future character of the neighborhood because:

The applicant has hired professionals to design and install the reinforced slopes.

4. APPLICANT is (owner) (lessee of) (under agreement to purchase) (under agreement to lease)  
(Please circle which applies)

When relevant, **SEVEN (7)** certified copies of the Site Plan must accompany the applicant.

**Applicant:** Campanelli Acquisitions II LLC  
**(Please print)**  
**Address:** 10 Campanelli Drive, Braintree, MA 02184  
**Tel:** 978-310-7070 (Lloyd Geisinger)  
**e-mail:** Lloyd.Geisinger@thorndikedevelopment.com

\_\_\_\_\_  
Reviewed for Content, Town Planner

**By:** Dan DeMarco, Campanelli Acquisitions II LLC  
**Agent or Attorney (Please print)**  
**Tel:** 781-849-1440  
**e-mail:** ddemarco@campanelli.com

**Sign:** 

**NOTE: APPLICANT SHALL NOT BE ACCEPTED FOR HEARING  
WITHOUT COMPLETE DOCUMENTATION.**

*Daniel R. DeMarco*  
*Authorized Signator*

6/3/14

**TOWN OF ASHLAND, MASSACHUSETTS  
OFFICE OF  
PLANNING BOARD & PLANNING DIRECTOR  
101 MAIN STREET  
FORM - PBSP**

**DATE:** 09-28-2015

**Fee Attached:** \_\_\_\_\_

**PLANNING BOARD AS SPECIAL PERMIT GRANTING AUTHORITY  
APPLICATION FOR SPECIAL PERMIT – TOWN OF ASHLAND**

The undersigned applies for Special Permit to the Planning Board pursuant to terms of Zoning Chapter 282, for premises located at Jefferson at Ashland-MBTA Access Road, which is in a Rail Transit "E" Zoning District, and is shown on the Assessors' Map as SHEET Map 13, LOT 152&154, Registry of Deed's respect: grant per Section(s) 5.1.7 of said Chapter with such reasonable conditions, safeguards or limitations on time or use, deemed necessary to serve the intended purposes.

1. SPECIAL PERMIT IS FOR (type) and (proposed use) Reduction in total parking requirement.

2. IF SPECIAL PERMIT is allowed, it will be of some substantial benefit and serve some need of the

Town because: The applicant intends to show the zoning required parking but only construct the amount of parking needed to satisfy the market demand of the proposed use. The benefit is less pavement and more open space while maintaining the ability to construct the zoning required parking if necessary at a point in the future.

3. IF SPECIAL PERMIT is allowed, the proposed use shall not create a condition peculiar to the particular case that cause nuisance, hazard, congestion or for other reason, cause substantial harm to the established or future character of the neighborhood because:

See statement to #2 above.

4. APPLICANT is (owner) (lessee of) (under agreement to purchase) (under agreement to lease)  
(Please circle which applies)

When relevant, **SEVEN (7)** certified copies of the Site Plan must accompany the applicant.

\_\_\_\_\_  
Reviewed for Content, Town Planner

**Applicant:** Campanelli Acquisitions II LLC

(Please print)

**Address:** 10 Campanelli Drive, Braintree, MA 02184

**Tel:** 978-310-7070 (Lloyd Geisinger)

**e-mail:** Lloyd.Geisinger@thorndikedevlopment.com

**By:** Dan DeMarco, Campanelli Acquisitions II LLC

**Agent or Attorney (Please print)**

**Tel:** 781-849-1440

**e-mail:** ddemarco@campanelli.com

**Sign:** 

Daniel R. DeMarco

Authorized Signatory

**NOTE: APPLICANT SHALL NOT BE ACCEPTED FOR HEARING  
WITHOUT COMPLETE DOCUMENTATION.**

6/3/14

### III. PROJECT NARRATIVE

### III. PROJECT NARRATIVE

#### INTRODUCTION

Campanelli in joint venture with Thorndike Development (CT) is proposing to construct 398 apartments on 28.44 acres of land located off MBTA Access Road approximately three quarters of a mile from Route 135 (see attached locus map). This new Smart Growth Community will feature tree line streets, walking trails, a mix of one and two bedroom apartments, and buildings with elevators. In addition, as part of the building program CT has agreed to designate 10% of the apartments (40) as affordable. To qualify to rent one of these apartments the household must not earn more than 80% of the Area Median Income (AMI). The 40 affordable apartments will be located evenly throughout the development and will have the same level of finishes as the market rate apartments.

#### STANDING BEFORE THE PLANNING BOARD AS SITE PLAN MODIFICATION

The Applicant meets the jurisdictional requirements of the regulations for this submission to be considered as Site Plan Modification for the following reasons:

- a. **Unit Count has been reduced:** CT is proposing to reduce the overall project size from 500 apartments to 398. As such all of the potential impacts to the town will be less than the currently approved plan. The project as amended will generate less stormwater runoff, less traffic, require less retaining walls and maintain more open space. In general, a project that is less impactful from that which is approved qualifies as an amended plan.
- b. **Commitment to complete all traffic mitigation not completed under the current approved plan.** Despite being smaller in size and less impactful, CT has committed as part of its application



*Red Mill Village by Thorndike Development*

to complete all of the traffic mitigation specified in the existing plan that has not yet been completed.

- c. **Project Eligibility:** Because the original site plan approval remains in full force and effect as a result of an extension granted the landowner by the Planning Board, CT is able to request a modification of that plan at this time.

#### PROJECT PROGRAM AND SITE CHARACTERISTICS

The apartments will be arranged in nine multi-family buildings each of which will contain between 42 and 56 apartments and range in height from 3 stories front and back to 3 stories front and 4 stories back. Some of the apartments on the upper floor of each building also include lofts. In addition there will be a clubhouse and pool. The specific mix of apartments will be as follows:

	1BR	2BR	3BR	TOTAL
Market	134	224	0	358
Affordable	15	25	0	40
<b>TOTAL</b>	<b>149</b>	<b>249</b>	<b>0</b>	<b>398</b>

The architecture and site plan for the Ashland Rail Transit Apartments derives from the principles of Traditional Neighborhood Design,



*Chapman's Reach at Marina Bay by Thorndike Development*

or as it is more often called today, Smart Growth. Ashland Rail Transit Apartments embrace their surroundings and offer buildings and public spaces which face onto tree lined streets and public open spaces.. The new apartments will also benefit from the extensive sidewalk system and open spaces planned within the Ashland Rail Transit District.

### **PRESERVING A BUFFER ZONE WITH THE EXISTING NEIGHBORHOOD**

The site plan for the apartments preserves a substantial natural buffer between the existing residential neighborhood and its surroundings. Also, the design of the plan will also afford many residents of the apartments views of downtown Ashland and beyond.

### **BUILDINGS WILL BE A BLEND OF THREE AND FOUR STORIES**

The development plan call for buildings to vary in height with three story portions of buildings closest to roads that will travelled by residents and their guests every day, and taller sections of buildings to the rear which will only be viewed by those parking their cars to the rear before entering the buildings. All of this architecture, to the extent that it is visible at all from adjacent property will be heavily filtered by existing vegetation.

## IV. REQUESTED MODIFICATION TO EXISTING WAIVERS

## IV. REQUESTED MODIFICATION TO EXISTING WAIVERS

### JPI APARTMENT DEVELOPMENT, LP ASHLAND RAIL TRANSIT APARTMENTS MODIFICATION OF SITE PLAN REVIEW

#### REQUESTED WAIVERS AND REASONS IN SUPPORT THEREOF

The Applicant hereby requests that the Ashland Planning Board, pursuant to its authority, grant the following Waivers pertaining to compliance with certain sections of the Ashland Code, Zoning By-Law, Section 282 and for the following reasons:

Applicable Waivers Previously Granted: Please note that the Zoning By-Law has been redrafted since the following waivers were granted.

1. Section 282-6.D(1) 24-inch by 36-inch sheet size

The Applicant requests that the Board waive the requirement pertaining to use of the standard drawing size of 24-inch by 36-inch because the small size does not facilitate understanding the position, size and separation of the project's features in relation to other proposed and existing structures.

2. Section 282-6.F(1)(e) No increase in Runoff Volume ( section 9.4.9)

The Applicant requests that the Board waive the requirement pertaining to drainage design that would allow zero increase in surface runoff from the site for all intensity storms of all return frequencies. Given the site's large size and predominate steep topography and dense glacial till soils (a mixture of silt, sand, gravel, and stone hardpan), it is not possible to infiltrate completely the large volume of water associated with significant rainstorms of several inches or more.

The Applicant would propose to construct two alternative methods for mitigation of runoff volume increases. Firstly, large subsurface infiltration fields would be constructed in full conformance with the Massachusetts Department of Environmental Protection's Stormwater Management Guidelines to ensure that there would be zero increase in runoff volume measured on an annual basis. Secondly, special designs would be incorporated into the surface stormwater detention basins with respect to their configurations and outlet structures to ensure that no increase would occur in peak rates to or water levels in downstream wetlands, ditches and pipes. In effect, this would be an equal to the Planning Board's zero runoff volume requirement. The resulting increases in runoff volumes would not be significant.

3. Section 282-7.B(1)(2)(3) Interior Parking Limited to twenty-five (25) cars per cell(now section 5.4.4)

The Applicant requests that the Board waive the requirement pertaining to limiting row parking to a maximum of twenty-five (25) spaces without an island of at least 150 square feet in area. Given the size of the project and the hilly topography, parking along access roads gradually climbing the hillside is the only practical design. The introduction of frequent islands along these roads would inhibit proper snow plowing and would have potential for causing hazards during freezing weather.

The Applicant is proposing to construct additional landscaped area that more effectively screens parking from public view by providing greater depth and density while providing visual and climatic relief.

4. Section 282-27.E Minimum 8-inches Topsoil on Slopes Steeper than 15 Percent(Requirement could not be found in current By-Law)

The Applicant requests that the Board waive the requirement pertaining to use of a depth of 8-inches of topsoil on steep slopes. The project's landscape architect has devised that the use of a 6-inch depth of screened loam would be more appropriate.

5. Covenant Recorded June 21, 2000 Professional Engineer Seal on Wall Design

The Applicant requests that the Board waive Condition #17 requiring designs stamped by a professional engineer for all walls shown on the Site Plan. Normal procedure is to obtain local approvals for wall locations and heights before going forward with expensive design of structural walls.

The Applicant would propose to go through the conventional process of first obtaining Planning Board and Conservation Commission approvals and then submitting stamped wall designs to the Building Inspector.

## 2015 Requested Waivers

6. Section 9.4.4.6 Proposed Landscape Features

Waiver is requested for initial submittal only. A landscape architect is currently developing a comprehensive landscaping plan

7. 9.4.4.7 Signage

Waiver is requested for initial submittal only. A sign

8. Section 9.4.4.8 Lighting

Waiver is requested for initial submittal only. The landscape architect will supply a lighting plan that is compliant with the zoning by-law.

## V. DEVELOPER EXPERIENCE



## OVERVIEW

  
**Campanelli**

**Campanelli**, headquartered in Braintree, MA, is a vertically integrated commercial real estate, construction, development and management company founded in 1947. The Company has built, developed and acquired over 20 million square feet of commercial property since the Company's founding. Currently, the portfolio consists of four million square feet representing \$340 million in assets including eleven Massachusetts business parks.

  
**Campanelli**  
CONSTRUCTION

**Campanelli Construction**, headquartered in Braintree, MA, is a general contracting and construction management company. The company is a division of Campanelli that was initially established in the late 1940's to service the needs of the company's real estate portfolio. Over the past two decades Campanelli Construction has expanded to service a multitude of third-party clients by providing unparalleled pre-construction and construction management and general contracting services. The company excels at building complex projects including office, medical, life sciences, educational, R&D, manufacturing, distribution and cold storage facilities. **Campanelli Construction provides solutions in a manner that mitigates risk, decreases cost, maximizes values and allows for superior speed, overall execution and operational excellence.**



## INDUSTRY RECOGNITION



Aspect Medical Systems

- Featured on the *Boston Business Journal's* Book of Lists for **Area's Largest General Contractor** Received The 2007 **Landlord of the Year Award** from the Commercial Brokers Association which is a member of The Greater Boston Real Estate Board
- Ranked Massachusetts' **Largest Developer** by Boston Business Journal in 2005 & 2006. Ranked Massachusetts' **Second Largest Developer** 2010 & 2011.
- Association of General Contractors **five-time winner** of the **Safety Award** for exemplary safety record
- **Association of General Contractors** five time winner of the **safety award** for exemplary safety record
- Received *Building Magazine's* **Project Innovations Award** 2007, Aspect Medical Systems
- Received National Association of Industrial & Office Properties **Exceptional Industrial Projects**, Adaptive Reuse, Alexandria Life Sciences, Watertown, MA
- Received NAIOP Massachusetts Distinguished **Developer of the Year Award** in 2004



Alexandria Real Estate Equities, Inc.



## REPRESENTATIVE CLIENTS



# CAMPANELLI PARTNERS & SENIOR MANAGEMENT PARTICIPATION



Board of Directors,  
2003, NAIOP  
National Chairman



CORENET



Treasurer, Executive  
Committee Member



Industrial Asset  
Management Council



Massachusetts  
Alliance for Economic  
Development,  
Location Support  
Committee



International  
Association for Cold  
Storage Construction



Associative Builders  
& Contractors



National Safety  
Council



ULI (Urban Land  
Institute)



Massachusetts Safety  
Council



Building owners  
& Managers  
International



US Green Building  
Council



American Institute of  
Architects



International Council  
of Shopping Centers





# Thorndike Development

*Building New Neighborhoods for more than Thirty Years*



*recipient of more than thirty national and regional awards for excellence*



**Thorndike Development Corporation** has been continuously building neighborhoods in Southeastern Massachusetts for the past thirty years. The managing director of Thorndike is Lloyd Geisinger. Thorndike acts as both master developer and general contractor, in most cases purchasing raw land, developing its own land plan, permitting and constructing the property in its entirety. Thorndike has built and sold more than 1,000 homes and is the recipient of more than thirty national and regional awards for excellence, including six national awards from the National Association of Home Builders in which our particular entry was declared Best in the Nation. In 1999 the Builder's Association of Greater Boston honored Lloyd Geisinger, president of Thorndike Development as "Builder of the Year". Thorndike has also been included on various lists of "Top Ten Builders in Greater Boston".



### Lloyd Geisinger

Lloyd Geisinger is the founder and President of Thorndike Development Corporation. Mr. Geisinger oversees all aspects of Thorndike's business operations. He also serves as President of Thorndike Construction Corporation, which provides general contracting services for Thorndike Development's projects. Mr. Geisinger has served on the Board of Directors for the Builders Association of Greater Boston (BAGB) and was named Builder of the Year by BAGB in May, 2000. Mr. Geisinger holds a Bachelor's degree in architecture from the University of Michigan and graduate degrees in City & Regional Planning and Landscape Architecture from Harvard University.



### David Eastridge

David Eastridge is an Associate Partner of Thorndike Development and has been with the company since 2000. Among his duties, Mr. Eastridge serves as the Senior Project Manager for WestRidge in Hudson, Massachusetts, a

146-home Traditional Neighborhood Design community and Red Mill Village in Norton, Massachusetts. Prior to joining Thorndike in 2000, Mr. Eastridge worked for nine years as a civil engineer with several prominent engineering firms designing and managing residential, commercial, industrial, and water resources projects. Mr. Eastridge holds a Bachelor's degree in Civil Engineering from Lehigh University and a M.B.A. from Boston University.



### Gabriel Thaisz

Gabe Thaisz is an Associate Partner for Thorndike Development and has been with the company since 2004. Mr. Thaisz's duties include oversight of the day-to-day operations of Red Mill Village in Norton, Massachusetts, and WestRidge in Hudson, Massachusetts. Mr. Thaisz is also actively involved in the financial modeling and project cost analyses for both existing and proposed Thorndike communities. Mr. Thaisz holds a Bachelor's degree in City and Regional Planning from Cornell University and a M.B.A. from Babson College.



## THORNDIKE'S AWARD-WINNING COMMUNITIES



### WestRidge, Hudson, Ma.

Status: Under Construction; projected completion 2015

Description: 146-home active adult Traditional Neighborhood Design Community in Hudson, Massachusetts;

Awards: 2007 Gold Medal, Best Innovative Land Plan, Builder's Association of Greater Boston

### Red Mill Village, Norton, Ma.

Status: Under Construction; projected completion 2012

Description: 156 active adult attached and detached homes modeled on the principles of Traditional Neighborhood Design in Norton, Massachusetts

Awards: Winner of 10 national awards in 2006, including Best Active Adult Community in the Nation, Best Clubhouse in the Nation (NAHB) and 4 BAGB awards in 2005, including best single-family, active adult (55+) and attached community of the year



### Thorndike at the Pinehills, Plymouth Ma.

Status: Under Construction; projected completion 2010

Description: 100 detached homes constructed as part of a master planned

community voted Best in the Nation by NAHB.

Awards: Grand Award for the Chilton Home by Builder Magazine in 2005, a National Sales & Marketing Award in 2004 from the National Association of Home Builders (NAHB) and five BAGB awards in 2003, including Best Single-Family Community of the year



### GreatBrook, Norton, Ma.

Status: Completed 2005

Description: 116 55+ attached homes in a condominium community

Awards: Silver Award from NAHB for Best Active Adult Community in the Nation (up to 150 homes), 2003; four BAGB awards in 2003

### Chapman's Reach at Marina Bay, Quincy Ma.

Status: Completed 2002

Description: A traditional neighborhood design, 48 single-family homes, 104 attached condominiums, parks, tree-lined streets, and adjacent to a marina, restaurants and shops

Awards: Winner of the Silver National Award in 2000 from NAHB's National Sales and Merchandising Council; 13 BAGB awards in 1999 and 2001



### Other Communities by Thorndike Development:

The Village at Crown Colony, Quincy Ma. • Devon Wood by Thorndike, Braintree, Ma. • Millbrook, Rockland Ma. • French's Crossing, Rockland Ma. • Messenger Glen, Plainville Ma. • Briarwood, Hanover, Ma. • Cedarhill, Marshfield, Ma.

### Additional Honors by Thorndike:

1999 - BAGB Builder of the Year, Lloyd Geisinger, President of Thorndike Development

1999 - Top 10 Builders in Greater Boston by Boston Business Journal

1992 - Top 5 Builders in Greater Boston by Builder Magazine

(above) Builder's Association of Greater Boston Awards Ceremony, 2003

## VI. SITE & PROJECT INFORMATION

## A. Existing Conditions

The subject property consists primarily of upland forest dominated by closed canopy forest vegetation consisting primarily of Red



*Ashland Rail Transit Apartments are within an easy walk of the commuter rail station.*

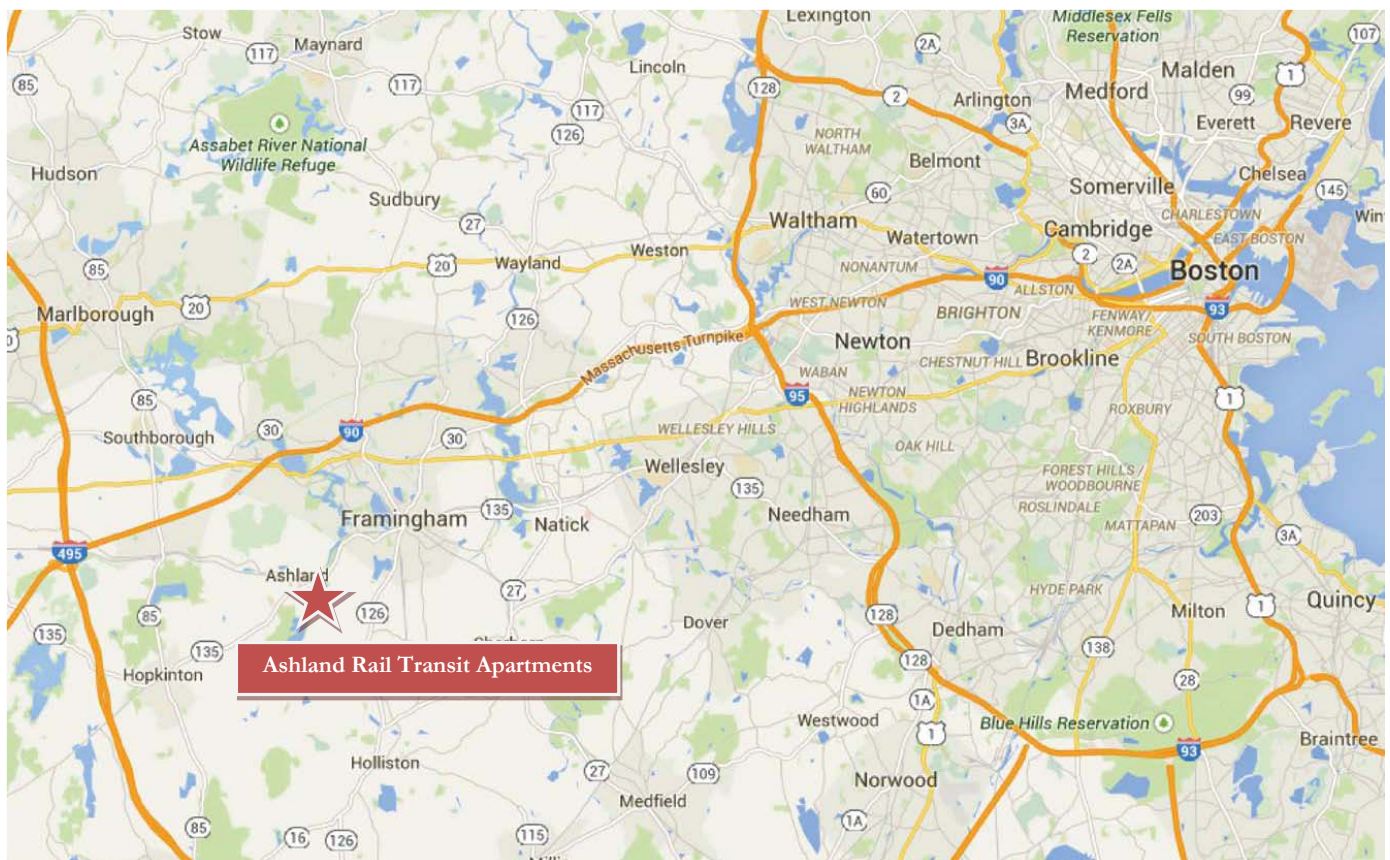
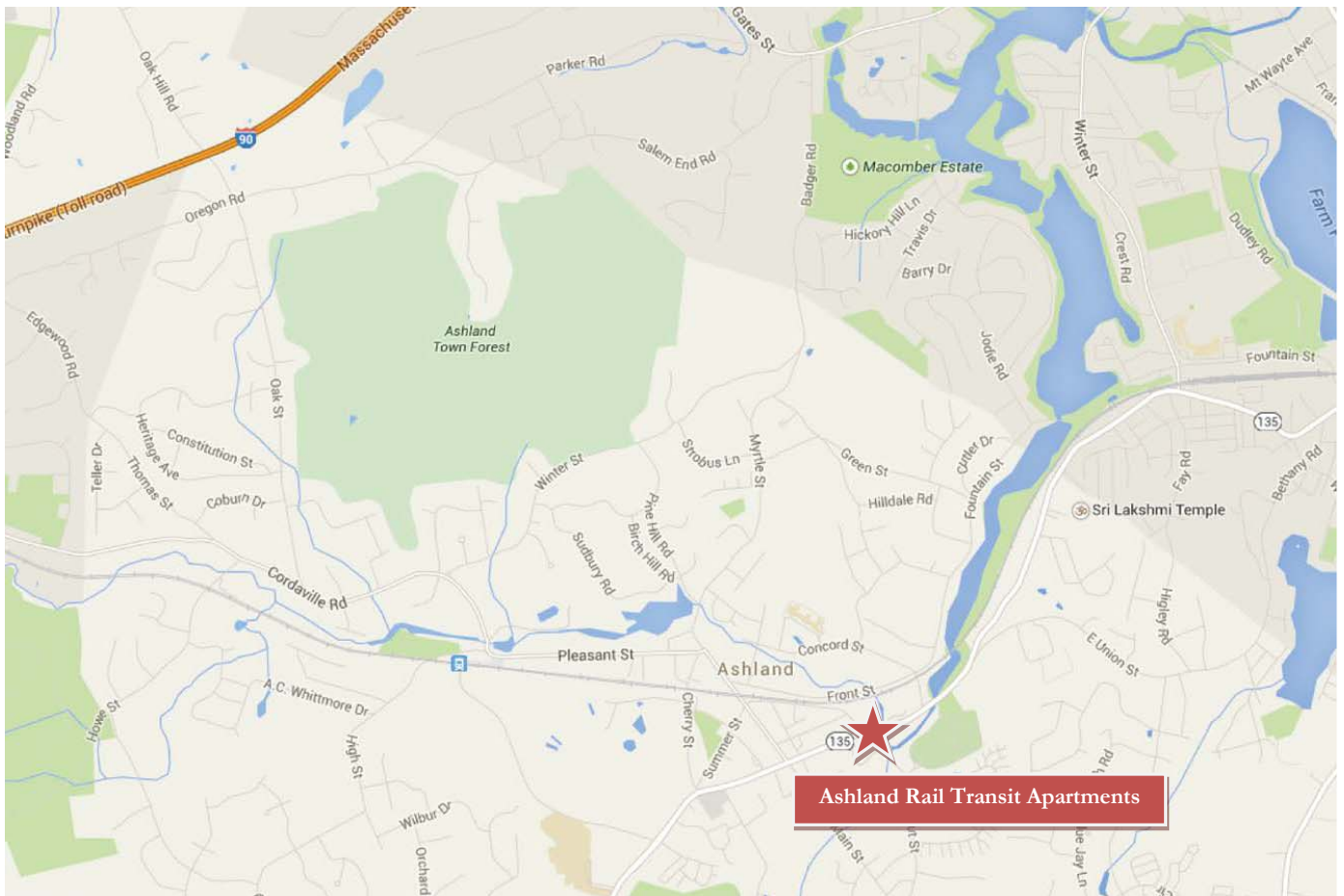
Oak, Black Oak and White Pine, with a relatively sparse understory due to the closed canopy. Two areas containing Bordering Vegetated Wetland (“BVW”) and intermittent streams are located in the eastern and western portions of the property. These BVW areas consist of wooded swamp wetlands.

The property generally slopes from south to north and is bordered by the MBTA Access Road, High Street and Lot 2 of the RTD district to the south and southwest.

### EXISTING UTILITIES

Presently all necessary utilities are approximately  $\frac{3}{4}$  of a mile away at the intersection of Rout 135 and the MBTA Access Road. In connection with this plan the town of Ashland has been designated to receive a MassWorks grant which in combination with payments to be made by the current property owner, Ashland RTD Apartments LLC, and CT will allow the town to construct all utilities within the MBTA Access Road up to and beyond the entrance to Lot 1.

## 1. LOCUS INFORMATION





## B. Project Design and Program Description

In New England we are conditioned to value neighborhoods. Walking down a tree lined street, dappled in shade, flanked by homes with front porches, makes us feel good about the place where we live, puts a smile on our faces and makes us think of home.

The Smart Growth development program that forms the foundation for these conceptual plans is efficient, elegant, and cost effective. The plan provides for multiple entry points along the façade and facilitates the introduction of inexpensive garages and storage units.

The basic building prototype can be easily expanded or reduced in size, and the number of stories varied from two to four.

Where today's suburban multi-family projects are all about the buildings, typically surrounded by a sea of surface parking, our plan is about the spaces in between. A strong organizing structure of streets, street trees, sidewalks, and public spaces, shift the emphasis from the buildings and the parking lots to the public spaces. The building design compliments this site plan and is organized along the streets rather than appearing haphazardly on the site plan. Creating a sense of neighborhood is a powerful force that connects people and adds value to their everyday experience.

In applying this philosophy to the Ashland Rail Transit Apartments we were very conscious of planning for connections to future surrounding neighborhoods. A new system of streets and sidewalks within Lot 1 will connect to the new sidewalk system along the MBTA Access road and from there to points north and south. Eventually it is our expectation that this pedestrian system will extend throughout the Rail Transit District.





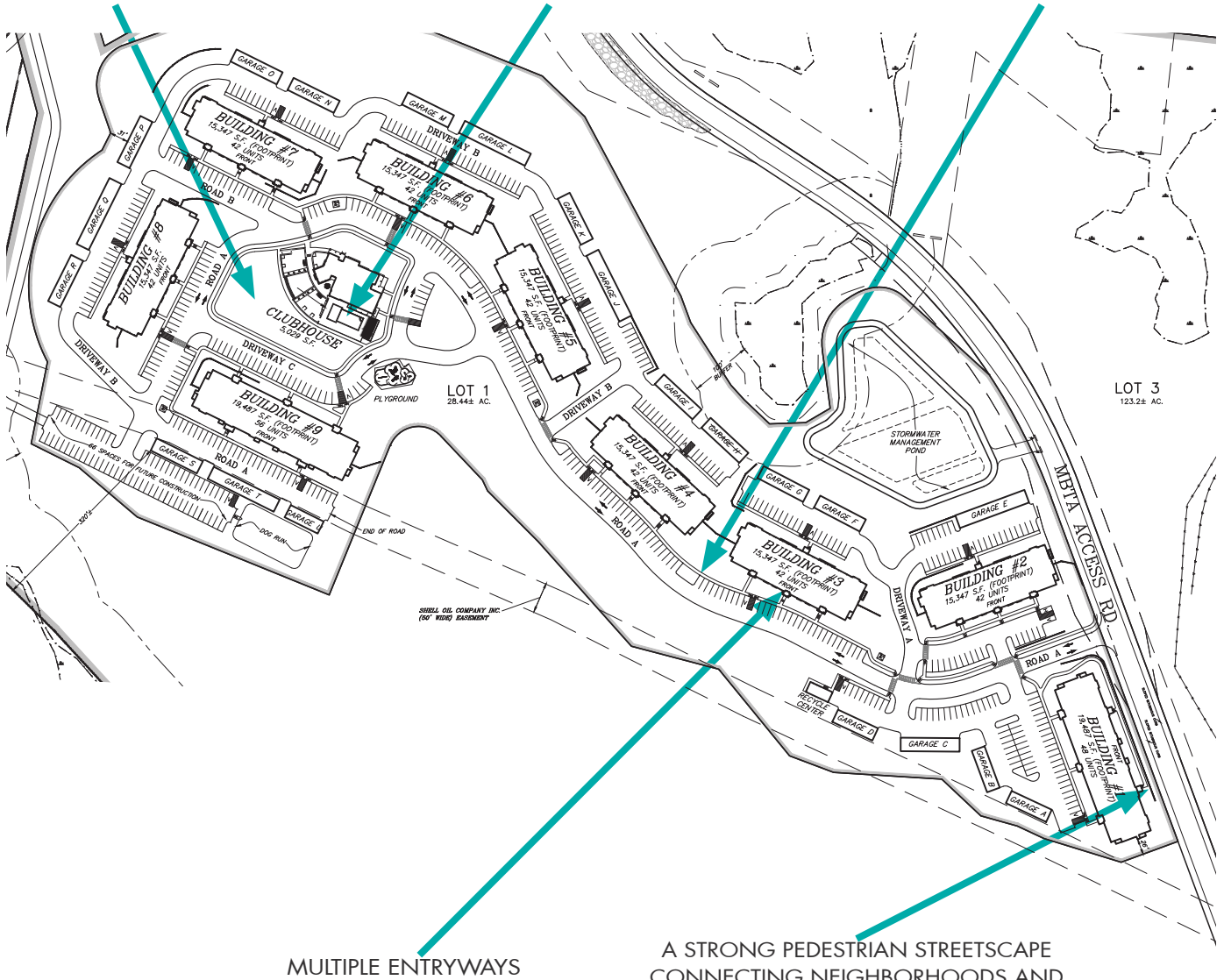
NEIGHBORHOOD PARKS



CLUBHOUSE AND POOL



PEDESTRIAN FRIENDLY STREETSCAPES



MULTIPLE ENTRYWAYS

A STRONG PEDESTRIAN STREETSCAPE  
CONNECTING NEIGHBORHOODS AND  
LOCAL BUSINESSES



## VIII. PROJECT NARRATIVE 45



## 2. PROTOTYPICAL MULTI-FAMILY BUILDING ARCHITECTURE



3/4-STORY 42 UNIT BUILDING

Architectural floor plan of the 1st floor. The plan shows a central corridor system with multiple units (UNIT 20A, UNIT 20B, UNIT 20C, UNIT 20D, UNIT 20E, UNIT 20F, UNIT 20G, UNIT 20H, UNIT 20I, UNIT 20J, UNIT 20K, UNIT 20L, UNIT 20M, UNIT 20N, UNIT 20O, UNIT 20P, UNIT 20Q, UNIT 20R, UNIT 20S, UNIT 20T, UNIT 20U, UNIT 20V, UNIT 20W, UNIT 20X, UNIT 20Y, UNIT 20Z) and a central core area containing an elevator, stairs, and storage rooms. The plan includes dimensions, room numbers, and a north arrow.

The floor plan illustrates the second floor of a multi-unit residential building. Key features include:

- Units:** Several units are shown, including UNIT F4, UNIT E2A, UNIT A2, UNIT A2A, and UNIT B2. Each unit contains detailed furniture layouts.
- Common Areas:** Multiple stairwells (STAIR #1 through STAIR #4) and an elevator are centrally located. An entry lobby provides access to the units.
- Rooms:** Individual units contain bedrooms, bathrooms, and kitchen areas.
- Dimensions:** Various dimensions are noted throughout the plan, such as 10'-0" x 12'-0", 8'-0" x 10'-0", and 6'-0" x 8'-0".
- Orientation:** North arrows are present at the top and bottom center of the plan.

[illegible]

### 3. CLUBHOUSE ARCHITECTURE



#### 4. PROJECT INFORMATION SUMMARY

BUILDING LEGEND						
BUILDING #	FOOT PRINT	1 BEDROOMS	2 BEDROOMS	GARAGE STALLS	STORIES	HEIGHT
#1	19,487 S.F.	26	22	—	3	51'-6"
#2	15,347 S.F.	13	29	—	3	62'-2"
#3	15,347 S.F.	13	29	—	3/4	62'-2"
#4	15,347 S.F.	13	29	—	3/4	62'-2"
#5	15,347 S.F.	13	29	—	3/4	62'-2"
#6	15,347 S.F.	13	29	—	3/4	62'-2"
#7	15,347 S.F.	13	29	—	3/4	62'-2"
#8	15,347 S.F.	13	29	—	3/4	62'-2"
#9	19,487 S.F.	32	24	—	3/4	62'-2"
#8- CLUBHOUSE	5,029 S.F.	—	—	—	1	<30'
#9- RECYCLING	720 S.F.	—	—	—	1	<20'
GARAGE A	1,584 S.F.	—	—	6	1	<20'
GARAGE B	1,584 S.F.	—	—	6	1	<20'
GARAGE C	2,112 S.F.	—	—	8	1	<20'
GARAGE D	1,584 S.F.	—	—	6	1	<20'
GARAGE E	2,640 S.F.	—	—	10	1	<20'
GARAGE F	1,848 S.F.	—	—	7	1	<20'
GARAGE G	1,848 S.F.	—	—	7	1	<20'
GARAGE H	1,848 S.F.	—	—	7	1	<20'
GARAGE I	1,848 S.F.	—	—	7	1	<20'
GARAGE J	2,640 S.F.	—	—	10	1	<20'
GARAGE K	1,848 S.F.	—	—	7	1	<20'
GARAGE L	2,640 S.F.	—	—	10	1	<20'
GARAGE M	1,848 S.F.	—	—	7	1	<20'
GARAGE N	1,848 S.F.	—	—	7	1	<20'
GARAGE O	1,848 S.F.	—	—	7	1	<20'
GARAGE P	1,848 S.F.	—	—	7	1	<20'
GARAGE Q	2,640 S.F.	—	—	10	1	<20'
GARAGE R	1,848 S.F.	—	—	7	1	<20'
GARAGE S	1,848 S.F.	—	—	7	1	<20'
GARAGE T	2,640 S.F.	—	—	10	1	<20'
GARAGE U	1,320 S.F.	—	—	5	1	<20'
TOTAL	193,864 S.F.	149 (37%)	249 (63%)	158	N/A	N/A
TOTAL UNITS= 398 (647 BEDROOMS)						

## VII. PROJECT IMPACTS

# A. TRAFFIC ANALYSIS

(SEE FULL REPORT UNDER SEPARATE COVER)

## EXECUTIVE SUMMARY

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MDM Transportation Consultants, Inc. (MDM) has prepared this Traffic Impact and Access Study (TIAS) for a proposed residential apartment development to be located along the MBTA Access Road in Ashland, Massachusetts. This report documents existing operational and safety-related characteristics of roadways serving the development Site, estimates future year operating characteristics of these roadways independent of the development, estimates development-related trip generation, and identifies incremental impacts of Site-related traffic. Access improvements are identified for the development to meet operational needs of the Site and the adjacent roadways.

This TIAS has been prepared in accordance with requirements and standards for the preparation of traffic studies as jointly issued by the Commonwealth of Massachusetts Executive Office of Energy & Environmental Affairs/ Massachusetts Department of Transportation (EEA/MassDOT).

### E.1 PROJECT DESCRIPTION

#### *Existing Conditions*

The Site comprises 30± undeveloped acres within the 200± acre Ashland Rail Transit Zoning District (RTD) along the western side of the MBTA Access Road in Ashland, Massachusetts.

#### *Permitted (No-Build) Conditions*

The Ashland Rail Transit Apartments (formerly known as Jefferson at Ashland Station) have undergone permitting under the Massachusetts Environmental Policy Act (MEPA), including submittal of an Environmental Notification Form (ENF) as EOEA #12375 in December 2000 and Final Environmental Impact Report (FEIR) in September 2001. Subsequently, the project submitted a Request for Advisory Opinion on the need to re-issue an ENF was required for lapse in time in commencement of construction (>5 years from issuance of FIER Certificate.) In July 2007, MEPA determined that the submission of a new ENF was not required. The

Apartment component (500 units) then underwent the local review process and was granted approval in June 2008. At the time, the proposed Site programming consisted of developing the Site to include 500 residential apartments and 190 age restricted townhomes. On-site parking was planned to include 1,320± total marked parking spaces (940± apartment parking spaces and 380± townhome parking spaces). Planned Site access/egress included two (2) unsignalized driveways along the MBTA Access Road and a gated emergency only access via High Street. No proposals for the development of the remaining acreage by others within the RTD have been developed or reviewed through MEPA to date.

### *Proposed (Build) Conditions*

Under the proposed development plan, the project will reduce the apartment complex to include 398± residential apartments. While there is no current plan to develop the adjacent parcel, for planning purposes, it is assumed that the 190 unit age restricted townhomes will be constructed by others within the study period. Access/egress for the apartment complex is proposed via two (2) unsignalized driveways along the MBTA Access Road and a gated emergency only access via High Street. It is assumed that a future unsignalized driveway along the MBTA Access Road will be constructed by others for the age restricted townhomes.

## E.2 STUDY AREA

This TIAS evaluates transportation characteristics of roadways and intersections that provide a primary means of access to the Site, and that are likely to sustain a measurable level of traffic impact from the development, including locations with proposed mitigation as part of the original site permitting. The study includes the following intersections serving the Site:

- 1 - Route 135 at MBTA Access Rd/Voyagers Ln (Signalized)
- 2 - Route 135 at Summer St (Signalized)
- 3 - Route 135 at Main St (Signalized)
- 4 - Main St at Summer St/ Homer St (Signalized)
- 5 - MBTA Access Rd at Northern Site Driveway (Unsignalized)
- 6 - MBTA Access Rd at Southern Site Driveway (Unsignalized)
- 7 - MBTA Access Rd at Future Age Restricted Driveway – By Others (Unsignalized)

## E.3 SUMMARY OF ANALYSIS AND FINDINGS

Capacity analyses were conducted for each study area intersection to quantify existing and future year traffic operations with and without the development for the weekday morning and weekday evening peak hours. These time periods represent the highest activity periods of the proposed project and the adjacent roadway system.

Under existing conditions the study intersections operate below capacity at an overall LOS D or better during the weekday morning and weekday evening peak hours.

Under future No-Build conditions, capacity analysis results indicate that the study intersections will incur increases in delay due to general background growth and several site-specific projects in the area but will continue to operate below capacity at an overall LOS D or better during the peak hours.

Under the proposed development plan, the project will reduce the apartment complex to include 398± residential apartments. While there is no current plan to develop the adjacent parcel, for planning purposes, it is assumed that the 190 unit age restricted townhomes will be constructed by others within the study period. The analyses presented in this TIAS are based on industry-standard trip rates published by the Institute of Transportation Engineers (ITE) and are applied to the proposed development. On that basis the project was estimated to generate approximately 261 vehicle trips during the weekday morning peak hour (62 entering and 199 exiting) and 310 vehicle trips during the weekday evening peak hour (199 entering and 111 exiting). On a daily basis, the development is estimated to generate approximately 3,374 vehicle trips on a weekday. Given the reduced build-out of apartment units by approximately 102 units, the proposed project will result in at least a 12% reduction in trips compared to the 2008 permitted project which included 500 apartments and 190 age restricted units.

Given the close proximity of the Site to Ashland Station, a portion of the site generated traffic is likely to use the MBTA Commuter Rail via the Ashland Station. Based on Journey to Work 2010 census data approximately 30 percent of the residents are likely to work in Towns and Cities that are located directly along the Worcester/Framingham Commuter Rail line with at least one Commuter Rail Station. A review of data published in ITE's Trip Generation Handbook<sup>1</sup> indicates a 10% reduction for a residential use in close proximity to a commuter rail station. For purposes of this study and to remain somewhat conservative it was assumed that 10% of the Apartment related trips that would utilize the Ashland MBTA Station. Said trips were assumed to be via automobile and not pedestrian, however, it is likely that a significant percentage would walk given the close proximity and daily parking fee. Furthermore, there was no adjustment to trips associated with the potential future age-restricted units to be built by others.

Under Build conditions, the proposed development without mitigation results in a measurable change in operations along Route 135 and Main Street compared to No-Build conditions. Therefore, the Proponent is committed to intersection improvements as outlined in *Section 5.2 Off-Site Improvements* that will enhance safety and operations with regards to the proposed development and will off-set the impacts of the project.

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<sup>1</sup> *Trip Generation Handbook*; Institute of Transportation Engineers; Washington, DC; 2012.

## E.4 RECOMMENDATIONS AND CONCLUSIONS

Roadway improvements that support projected traffic increases associated with the proposed development are identified that minimize/offset project-related traffic impacts and address access needs for the Site. Recommended improvements include (a) access-related improvements, (b) off-site improvements, and pedestrian improvements.

### Access Improvements

MDM recommends access-related improvements aimed at enhancing traffic operations and/or travel safety including the following:

- STOP signs (R1-1) and STOP line pavement markings are recommended on the driveway approaches to MBTA Access Road. The signs and pavement markings shall be compliant with the Manual on Uniform Traffic Control Devices (MUTCD).
- Plantings (shrubs, bushes) and structures (walls, fences, etc.) should be maintained at a height of 2 feet or less within the sight lines in vicinity of the Site driveway intersections with MBTA Access Road and internal site intersections to provide unobstructed sight lines. Furthermore, the existing vegetation and structures within the sight lines should be cleared when the Site driveways are constructed and the terrain shall be graded as required to ensure minimum recommended sight line requirements are met or exceeded.
- Driveway alignment, widths and curb radii should be designed to achieve (a) approximate perpendicular orientation with MBTA Access Road; (b) total minimum width of 24 feet; and (c) minimum curb radii required depending on final driveway width to accommodate standard SU-30 and emergency apparatus design vehicles. In all cases, driveway grading and orientation should meet or exceed minimum recommended stopping sight distance presented herein.

### Off-Site/ Pedestrian Improvements

MDM recommends offsite and pedestrian-related improvements aimed at enhancing traffic operations and/or travel safety. While the current build-out plan will reduce the number of apartment units at the Site from 500 units to 398 units, the Proponent is committed to implementing the same off-site traffic mitigation as outlined for the permitted project as follows:

#### *West Union Street at MBTA Access Road/ Voyagers Lane*

The Proponent commits to re-striping the MBTA Access Road to formally provide a two lane approach to West Union Street, installing traffic signal equipment needed to provide a southbound right turn overlap phase to run concurrent with the existing protected West Union Street eastbound left turn phase and designing and implementing an optimized traffic signal timing plan.

With mitigation the intersection will operate at an overall LOS C or better during the peak hours with all approaches operating at LOS D or better. The 95<sup>th</sup> percentile vehicle queues have been shown to be accommodated within the available storage areas.

#### *West Union Street at Summer Street*

The Proponent commits to installing traffic signal equipment needed to provide a southbound right turn overlap phase to run concurrent with the existing protected West Union Street eastbound left turn phase and designing and implementing an optimized traffic signal timing plan.

With mitigation the intersection will operate at an overall LOS C or better during the peak hours with all approaches operating at LOS D or better. The mitigation has been shown to provide an enhanced queue management. MDM notes that a phasing change to allow permitted and protected phasing for the West Union Street eastbound left turn lane would provide an additional benefit. Said improvement will be examined further for feasibility during the design phase.

#### *Union Street at Main Street*

The Proponent commits designing and implementing an optimized traffic signal timing plan.

With mitigation the intersection will operate at an overall LOS D or better during the peak hours with all approaches operating at LOS D or better. The mitigation has been shown to provide an enhanced queue management.

#### *Main Street at Summer Street*

The Proponent previously committed to designing and implementing an optimized traffic signal timing plan. The analysis provided indicates that mitigation is not currently warranted. Therefore, the Proponent will commit to providing traffic monitoring of said location upon occupancy of the project and designing and implementing an optimized traffic signal timing plan if required.

### **Pedestrian Access Improvements**

Sidewalks and ADA compliant crosswalks are recommended where feasible to connect the on-site buildings and parking areas to the future sidewalk system along MBTA Access Road to accommodate and promote pedestrian activity. The preliminary site plan envisions a system of interconnected trails and walkways that achieve this objective, including connections to the planned sidewalk system along MBTA Access Road.

## Conclusions

The current build-out plan will reduce the number of apartment units at the Site from 500 units to 398 units. The Proponent is committed to implementing the same off-site traffic mitigation as outlined for the permitted project. With the implementation of traffic mitigation, there will be adequate capacity along MBTA Access Road and at the study intersections to accommodate the proposed development. Proposed access and off-site improvements will provide ample capacity to accommodate site-generated traffic while also enhancing safety and capacity in the study area. In addition, proposed access/egress along MBTA Access Road will be designed to ensure that adequate sight lines are provided in accordance with AASHTO criteria based on ambient travel speeds.

## B. ENVIRONMENTAL RESOURCES

### 1. OPEN SPACE RESOURCES

As part of the development CT is committed to working with the town and owner of the remaining RTD land to introduce a trail system that the residents of Ashland will be able to access. Also, the development plans call for a community Green located in the center of the development, as well as a series of sidewalks providing access throughout the development and connecting to sidewalks to be built along the MBTA access road that will allow pedestrians access to the train station and other parts of town.

### 2. RECREATIONAL RESOURCES

Both indoor and outdoor recreation will be provided as part of this development. In addition to walking trails and an extensive sidewalk system described above the property will feature a clubhouse that will include an outdoor pool and indoor fitness center.

## C. MUNICIPAL SERVICES

### 1. PUBLIC SAFETY

In connection with the development CT will complete the traffic improvements contemplated under the existing site plan approval but never completed by the previous developer. These include:

- Add a southbound right-turn overlap phase with the eastbound left turn lead phase as well as green time reallocation at the West Union Street/Voyager's Lane/MBTA Access Road intersection. Implement a short lag phase to the Voyager Lane approach to the Route 135/MBTA Access Drive/Voyager's Lane intersection if requested by the Town's DPW.
- Enhance pavement markings on the southbound MBTA Access Roadway and the intersection of West Union Street/Voyager's Lane/MBTA Access Road to better delineate departure lanes, etc.
- Add a southbound right-turn overlap phase to the eastbound left-turn lead phase as well as green time reallocation to optimize future traffic operations at the intersection of West Union Street/Union Street at Summer Street.
- Implement green time reallocation at the intersection of Union Street at Main Street.
- Implement green time reallocation at the intersection of Main Street at Summer Street and Homer Avenue.
- Within ninety days of completion of the construction of the traffic mitigation improvements, the Developer shall provide to the Ashland Department of Public Works copies of the traffic light signalization schematics, timing, and all other documentation related to the programming of the signals at all signalized intersections.

In addition, as part of the MassWorks improvements the MBTA Access Road will be fully reconstructed including a sidewalk extending along its full length.

### 2. SEWER SYSTEM

The town will be upgrading its sewer system using a portion of the MassWorks grant dedicated for this purpose which will include the installation of a new sewer line within the MBTA access road and a point of connection for Lot 1.

### 3. WATER SYSTEM

A combination of funds being provide by the owner of the RTD and MassWorks will pay for the installation of a water line under the MBTA Access Road along with other improvements that will benefit the town as a whole.

### 4. STORMWATER MANAGEMENT

CT was able to simplify the required stormwater management system from that submitted with the original Jefferson at Ashland Plans. The CT

stormwater system is contained entirely on Lot 1 and will discharge almost all of its stormwater that is not being infiltrated into an existing wetlands abutting Lot 1 on the western side of the MBTA Access Road. A very small amount of stormwater will exit the site into another wetlands system in the southwest corner of the property. A detailed stormwater report has been provided in connection with the peer review of the plans.

## D. CONSTRUCTION IMPACTS

### 1. NOISE

Outdoor Construction Activities will be restricted to daylight hours, Monday through Saturday. Contractors will be instructed not to leave vehicles idling to reduce air and noise pollution.

### 2. DUST CONTROL

A stone apron will be constructed on Lot 1 prior to asphalt being laid on the property to help trap dirt from construction vehicles before leaving the property. In addition a water truck will be on site to periodically lay water down in areas under construction.

### 3. EROSION AND SEDIMENTATION CONTROL

During the proposed construction, earthwork cuts, fills, and site grading will result in the presence of exposed soils. The project's erosion and sediment control measures are detailed by Kelly Engineering, and include the following measures:

- project phasing to minimize the extent of exposed soils at any time;
- finish grading and stabilization of graded areas as soon as practical;
- interim stabilization of stockpiles and other exposed soils;
- perimeter erosion controls comprised of stump grindings generated on site as well as temporary earthen berms other barriers



*Stormwater detention basin at Red Mill Village by Thorndike Development*

to direct and contain surface runoff during construction;

- use of the proposed site stormwater management basin as a temporary sediment trap during construction;
- pumping of water from the temporary sediment trap to a treatment system to reduce turbidity and suspended solids through the use of physical settling, treatment with flocculent polymers, and discharge over organic material.

## VIII. APPENDIX

## A. Existing Site Plan Approval

### SITE PLAN APPROVAL DECISION JEFFERSON AT ASHLAND STATION

DATE: June 19, 2008

TO: E.A. Morini  
Inspector of Buildings

FROM: Stephen J. Kerlin  
Town Planner

SUBJ: Jefferson at Ashland Station off west and east side of MBTA access way,

1. **Applicant:** Applicant for this Site Plan and Design Plan Review submittal is for Jefferson at Ashland, L.P., 144 Turnpike Road, Suite 230, Southborough, MA 01772. (hereinafter “JPI” or the “Applicant”). Attorney Kozol confirmed in a letter to Stephen Kerlin Planning Director for the Town of Ashland, Dated January 18, 2007,”... that Jefferson at Ashland, L.P. has the right by contract to purchase the land known as Jefferson at Ashland Station Development, and pursuant thereto has the right to seek and procure such permits as it needs for such Development.”
2. **Application:** The Applicant seeks a Site Plan and Design Plan Review pursuant to Section 282-6 of the Code, Town of Ashland, to build a residential development of five hundred one and two bedroom apartment units with a clubhouse, with a model unit for marketing purposes, and other accessory structures as shown on the plans entitled “Site Plan for Jefferson at Ashland Station-An Apartment Community, West Union Street (Route 135), Ashland, Massachusetts, dated February 25, 2002, RE-Issued by Allen and Major Associates, Inc. on March 20, 2007. Revised February 29, 2008.” (hereinafter the “Plans”).

Site improvements include the construction of 18 three story buildings with a total of 500 one and two bedroom apartment units, a clubhouse, with a model unit, carports, maintenance building, surface parking, landscaping retaining walls, drainage and stormwater management facilities, utilities and sidewalks. (the “Project”). An Order of Conditions was issued on December 11, 2007 which will be superseded by an amended Order of Conditions based on this decision and revised plans.

Utility installation will take place in the Massachusetts Bay Transportation Authority (MBTA) Access Road for which JPI has, or must have prior to construction, easement rights. The stormwater management design for this development accommodates drainage for the 500 JPI units plus 190 future age-restricted housing units to be developed by others on adjacent land. The proposed development as submitted will be served by town sewer

and water subject to permits required by the Commonwealth of Massachusetts and Town of Ashland through its Department of Public Works, (the “DPW”), Town Manager, and other departments subject to a Memorandum of Understanding between the Applicant and Board of Selectmen attached hereto and incorporated by reference as Exhibit “A”.

The Project is located on the north side of Megunko Hill and is situated between West Union Street (Route 135) and High Street. The site is located southwest of and immediately adjacent to the recently constructed access roadway for the MBTA Ashland Station. A gated emergency only access will be provided from the Project onto High Street.

A Traffic Impact Study (the “VAI Study”) was completed and revised by Vanasse & Associates, Inc. This study, which was updated on December 12, 2007, is based on the comments of the Planning Board consultants and other municipal officials.

3. **The Locus:** the Locus which is the subject of this application is located off the west side of the MBTA access way for the residential development and the east Side of the MBTA access way for said appurtenant drainage and infrastructure improvements. Said property is depicted on a “Plan of Land” Lots 1, 2, and 3 recorded in the South Middlesex Registry of Deeds Plan No. 966 of 2006.
4. **Public Discussions:** The initial public discussion on this matter was held in the meeting room, Town Hall on June 28, 2007 commencing at 6:15 PM. Continued public discussions were held on July 26, 2007, August 23, 2007, September 20, 2007, October 11, 2007, November 8, 2007, November 15, 2007, November 29, 2007, December 6, 2007, December 20, 2007, January 10, 2008, January 24, 2008, February 4, 2008, February 14, 2008, February 28, 2008, March 6, 2008, March 13, 2008, March 27, 2008, April 10, 2008, April 17, 2008, May 1, 2008, May 8, 2008, May 15, 2008, May 22, 2008, May 28, 2008, June 12, 2008 and June 19, 2008. Other related public meetings were held including June 14, 2007 on the initial waiver requests, June 19, 2007 on the completeness of the application, July 12, 2007, September 6, 2007, and October 25, 2007. In addition, there were several workshops and technical review meetings held with staff, the applicant, town officials, professional consultants, and Planning Board representatives.

## **5. Background Information:**

This application was officially received for time period purposes on June 26, 2007. An eighty-two day time period for review was agreed upon. On August 23, 2007 an extension of time was agreed upon to September 30, 2007, subsequent extensions were agreed upon on September 20, 2007 for January 15, 2008, and January 10, 2007 for January 30, 2008, and several more extensions extending the period for decision by the Planning Board to June 20, 2008.

Over the past year, Board members and their representatives reviewed documentation, public records of the Town, testimony and evidence brought forth at the public discussions

and meetings, workshops, and individual site views of the premises. The Board has held discussions about the proposed development on the subjects of architecture, easements, landscape and lighting, traffic, roadway geometry, site, civil, structural, geotechnical, water, sewer, and drainage. Issues relating to these subjects have been substantially resolved with a few outstanding issues which will be addressed by conditions contained in this decision.

The Board agreed to a number of workshops and technical review meetings with their Peer Review Consultants, Stantec and Dodson and with various Town Officials. During certain periods of time, as many as two to three working sessions were held each week.

The Board agreed to minimize its discussion on water and sewer based on the Applicant's ongoing discussions with town officials. In addition, the Board voted to seek a separate peer review consultant for landscape review.

## **6. Waivers:**

On June 14, 2007, the Planning Board waived a procedural rule that states "prior to official application [of site plan and design plan review] to the Planning Board, all requests for waivers from the provisions of this section shall be made in writing, to the Planning Board for its review and decision." At that meeting, the Planning Board voted to consider the submitted waivers simultaneously with the Site Plan Review process. The Board agreed that simultaneous review of waivers and development proposal would streamline the review. With the exception of sheet size, the Board agreed to act upon other waivers at a later date at its initial public discussion on June 28, 2007. The Board voted to grant a waiver on the allowance of the sheet size greater than 24 by 36 inches for the plans. The result was to allow the Applicant to submit its documentation without further modifications in redrafting the proposal on smaller sheet sizes.

The Applicant is seeking a waiver from 282-6. F.(1) (e ), in the Code of The Town Ashland, which states that "the site plan shall show adequate measures to prevent pollution of surface or ground water, to minimize erosion and sedimentation and to prevent changes in groundwater levels, increased volume and rate of runoff and potential for flooding. Drainage shall be designed so that runoff shall not be increased in rate or volume, groundwater recharge is maximized and neighboring properties will not be adversely affected."

Specifically, the applicant is requesting a waiver on the requirement of "NO INCREASE IN RUNOFF VOLUME". The Applicant requests the Board to waive the requirement pertaining to drainage design that requires zero increase in surface runoff from the site for all intensity storms of all return frequencies. According to the Applicant's wording in the initial documentation submittal "it is not possible to infiltrate completely the large volume of water associated with significant rainstorms of several inches or more." Further, the Applicant states "the resulting increases in runoff volumes would not be significant."

With regards to peak rate, the Planning Board's engineering consultant, Stantec, submitted a preliminary review of the drainage computations dated October 12, 2007 which stated that the Applicant has "demonstrated that the Project will control the peak rate of discharge...to a level that is at or below the pre-development conditions. The Project thus complies with applicable peak rate control requirements."

The Applicant sought a waiver of Condition #17 in the Covenant recorded at the Middlesex Registry of Deeds Document No. 508, dated June 21, 2000. Said condition stated, "The creation or construction of slopes in excess of 3:1 shall be permitted in a Rail Transit District (RTD) only upon a finding by the Planning Board as part of site plan approval under 282-6 of the Zoning By-Law that appropriate geogrid materials shall be used in areas of steep slopes. Further, the creation or construction of any retaining wall or barrier designed to support a building, parking area, terrace, driveway or other structure as determined by the Inspector of Buildings shall require an appropriate certification from a licensed civil engineer specializing in geotechnical engineering and a licensed structural engineer as to design and integrity of such wall or barrier." The Applicant requested, "that the Board waive Condition #17 requiring designs stamped by a professional engineer for wall locations and heights going forward with expensive design of structural walls." Condition #24 of the Covenant states, "this covenant can only be modified if such modification is in writing signed by the Grantor and the Chairman of the Board of Selectmen and the Chairman of the Planning Board after approval by a super majority (66%) vote the combined Planning Board and Board of Selectmen after a combined public hearing by the Planning Board and Board of Selectmen."

Accordingly, the Board does not have the power to unilaterally amend this Covenant without consent of the Board of Selectmen and therefore cannot waive such condition. However, the waiver request was not necessary and the obligations under Condition #17 of the Covenant have been satisfied by Finding No. 9 and Conditions Nos. 1 and 2 under "Structural" contained in this Site Plan Approval decision.

## **7. Deliberation on Waivers:**

The Planning Board has deliberated on the waiver for no increase in runoff volume. First, it has examined the hydraulic calculation material submitted with the application entitled "Stormwater Management Report -- Jefferson at Ashland Station—An Apartment Community, West Union Street, Ashland, Massachusetts" Volume II of V, Dated April [20], 2007.

According to these documents, the following information is provided for present and future conditions.

For a 25 year storm, Type III 24-hr, with rainfall equaling 5.50 inches:

"Present Conditions 4-03 (50' Sheet Flow)" on pages 8 and 9, 8 in Volume II—states Total runoff area = 322.110 ac, Runoff Volume = 60.671 af Average Runoff Depth=2.26" [inches]; "Future Conditions (03-07) 4-03 (50'Sheet Flow)" on pages 34 and 35 in Volume II states "Total Runoff Area = 322.110 ac Runoff Volume = 69.864 af Average Runoff Dept = 2.60"[inches];

For a 50 year storm, Type III 24-hr, with rainfall equaling 6.00 inches:

“Present Conditions 4-03 (50’ Sheet Flow)” on pages 10 and 11 in Volume II—states Total runoff area =322.110 ac, Runoff Volume =70.745 af Average Runoff Depth = 2.64” [inches];

“Future Conditions 4-03 (50’ Sheet Flow) on pages 36 and 37 in Volume II—states Total Runoff area =322.110 ac, Runoff Volume =80.581 af Average Runoff Depth =3.00” [inches];

For a 100 year storm, Type III 24 hr with rainfall equaling 6.70 inches:

“Present Conditions 4-03 (50’ sheet Flow) on pages 12 and 13 in Volume II—states Total runoff area =322.110 ac, Runoff Volume =85.373 af Average Runoff Depth = 3.18” [inches];

Future Conditions 4-03 (50 sheet Flow) on pages 38 and 39 in Volume II—states Total runoff Area= 322.110 ac. Runoff Volume = 96.028 af Average Runoff Depth =3.58” [inches].

Findings are also based on supplemental information provided after Volume II and also throughout the Peer Review process.

The Planning Board’s consultant, Stantec Consulting Services, Inc. (“Stantec”), submitted a preliminary review of the drainage documentation on October 12, 2007. Stantec stated that the “Ashland regulation acknowledges the storm water related impacts can occur downstream from a proposed development [caused] ...a change in the total volume of water released.” Past flooding in the downtown area “is an excellent example of such a potential....a prolonged discharge of a greater total volume of water may have an impact upon an existing downstream flooding condition, even though the peak rate has been controlled.”

Stantec, in a memorandum dated December 12, 2007, stated that they have reviewed additional documents from Allen & Major (JPI’s consultant) regarding JPI proposal to increase the total volume of water being discharged through this culvert system to the Sudbury River and said, “[Allen and Major] analyses are being performed to assess the potential for impact upon the downtown area from the proposed volumetric increase.”

Stantec further commented as follows: “1. It is clear that existing culvert does not have the capacity to properly convey most of the modeled storm events being directed to it. 2. The inability of the existing system to properly accommodate (maintain flow within the system) is present both under existing conditions and those proposed once the project is completed. At times portions of downtown Ashland have flooded in the past and they

are likely to continue in the future unless improvements are made to this culvert system.”  
3. The proposed detention system “does not eliminate the potential for flooding to occur.”

On December 19, 2007, Allen and Major sent a letter to the Town Planner on the drainage issues. This letter stated that “calculations necessary to determine the actual level of surcharging in the downtown area are extremely complex and the necessary data does not exist to even enable those calculations to be performed at this time.”

In a memo dated December 3, 2007 and revised December 26, 2007, Allen and Major stated that under present and future conditions, “there is surcharging within the pipe system for 5, 10, 15, 25, 50 and 100-year storms.”

Stantec wrote a letter on January 2, 2008, stating that a table in Allen and Major’s letter of December 19, 2007 depicted increases in surcharges for 25, 50, and 100 year storm events. The duration of flooding increased by 5.3% for a 25 year storm, 9.1% for a 50 year storm, and 7.1% for a 100 year storm event. Stantec further states, “we cannot concur that there will be no impact.” As for Allen and Major’s assertion, “that lower volume over a longer period of time is not an impact, as the depth of flooding will be less...assumes the flood is uniform and ignores the potential for differences in location and depth within the corridor...differences in pipe size, slope and configuration that are presently all contributing to the overflow.” According to Stantec, JPI’s offer to replace 112 feet of pipe which is deteriorated and significantly undersized does not eliminate concerns related to flooding.

In a letter dated January 10, 2008, Mr. Ted Gowdy of JPI states that, “we recognize that the engineering and analysis is not precise enough for Stantec to concur 100% with us on this position [that is “no impact to the existing system and therefore no mitigation should be required for the Board to approve the volumetric waiver.].” JPI will provide a contribution of \$111,400 to the Town as stormwater mitigation for possible downstream impacts which is required by Condition No. 4 under “Stormwater” in this Site Plan Approval Decision.

## **8. Decision on Waiver:**

On June 19, 2008 based on the materials and evidence submitted and presented to the Board and presentation made by the Applicant’s representatives, the Board has voted to by a vote of 4-0-1 to approve the waiver on volumetric increase.

## **9. Deliberations on Site Plan:**

The decision on the site plan review and design plan review is based upon the application and supporting documentation, public records of the Town, testimony and evidence brought forth at the public discussions and meetings, individual site views of the Premises, all of which are incorporated by reference. Municipal staff also reviewed the information and provided comments and recommendations. Revisions were made to the

Plans initially submitted with the application and the Project, as shown on the Plans, satisfies the comments and concerns of the peer review consultants and municipal staff subject to the conditions contained herein.

## **10. Findings:**

The Board specifically determines that the Plans and accompanying application information and submittals as provided and referenced herein, comply with the Site Plan Review requirements and criteria as set forth in the Bylaws as follows:

1. The Project integrates into the existing terrain and surrounding landscape. Steep slopes will be stabilized with plantings and retaining walls. Views of surrounding properties have not been obstructed and screenings by plantings have been provided to screen objectionable features from neighboring properties.
2. The architectural renderings presented to the Board fit in sufficiently with the surrounding environs. The Applicant has chosen a number of building materials, and is using screening, breaks in roof and wall lines that vary in detail and form. The siting of buildings and the mix of the building types provides visual interest and avoids monotony. The proposed buildings promote harmony with each other while providing adequate light, air, circulation and separation between buildings. Four different types of buildings are being used each of which have some distinct architectural features and details. Siding and stonework are being integrated in building exteriors to create detail and provide a focus point for the principal access to buildings. Building #8 has been substantially modified to create a clock tower and new “public face” to the project in response to town comments. The proposed buildings will be characterized by earth tones as proposed in Cube 3’s correspondence to the Town of Ashland dated December 12, 2007. Said buildings will be organized into identifiable “neighborhoods” defined in part by common color palettes. Roof shingles will be in shades of brown and textured. Retaining walls at the Building’s fronts will be constructed of “Ideal Concrete Block” or similar materials and will match the hues of the buildings. In at least one instance buildings have been grouped to provide a courtyard effect.
3. The Traffic Impact Report and revisions evidence adequate circulation movement to and from the site and the Rail Station. Mitigation has been proposed by the Applicant to address affects of the Project on local roadways including some mitigation with the MBTA rail station road. On-site improvements have been designed to enhance pedestrian safety and the flow of pedestrians to and from the Ashland MBTA Rail Station. Mitigation has been proposed by the Applicant to address affects of the Project on local roadways. The traffic mitigation proposed by the Applicant and included as a condition herein expand upon the traffic mitigation improvements presented in VA Associates’, Inc. Traffic Impact and Access Study report of February 2000. The primary mitigation measures identified in the February 2000 report have been completed including the provision of an exclusive westbound right-turn lane on West

Union Street and separate right-turn and through/left-turn lanes on the MBTA Access Road.

4. With excessive amounts of poor soil type, infiltration was provided in limited sandy soils that met requirements of Massachusetts Stormwater Guidelines; elsewhere infiltration was not considered feasible by the Applicant due to the presence of dense soils. The Board has issued a waiver from the site plan criteria of Section 282-6F(e) that runoff shall not be increased in volume. As for stormwater management, a long-term “Operations and Maintenance Plan” was submitted as noted on Drawing C-2 of the Plans.

5. Utilities will be constructed underground. A new twelve (12) inch water main that loops to the Ashland municipal water system will be constructed.

6. No exposed storage areas, machinery, service areas, truck loading areas, and other unsightly uses are to be located on the site.

7. The lighting for the Project has been designed to help eliminate wash onto the abutting open space and properties. All parking lot and adjacent pathway lighting for the Project meets the recommended maintained luminance values for parking lots of the Illuminating Engineering Society of North America (“IES”). Fixtures will be provided under the carports which will be activated by motion sensors.

8. The Site Plan complies with zoning requirements for parking, loading, signage, dimensions and environmental performance standards and other requirements applicable to the Rail Transit District.

9. The geogrid materials to be used in areas of steep slopes as proposed by the Applicant and included in their submittals are appropriate for such use as cited in a letter from Robert Guay, PE of Veitas and Veitas engineers dated November 2, 2007.

10. A construction sequencing plan has been provided to the Board which addresses impacts, if any, of the Project on town services. JPI has been involved in discussions and numerous planning and design sessions with Town officials concerning the Project’s impact on the Town’s infrastructure.

11. The Project is subject to the terms of a certain Covenant granted June 20, 2000 by Robert E. Gayner and others as Grantor and the Town of Ashland as Grantee (the “Covenant”) recorded at the Middlesex South Registry of Deeds on June 21, 2000 (the “Covenant”). Only the obligations under the Covenant as set forth on the attached Exhibit “B” “Summary of Jefferson at Ashland, L.P. Obligations under Covenant between Gayner and the Town of Ashland” incorporated herein by reference are the responsibility of the Applicant. As indicated on Exhibit “B”, certain of those obligations have been fulfilled and others will be fulfilled upon the construction of the Project pursuant to this Site Plan Approval Decision and the Order of Conditions. The

remaining obligations under the Covenant pertain to, and are the responsibility of the owners of the land subject to the Covenant other than the Project.

12. The Clock Tower on building #8 is an architectural feature of such building and therefore complies with the limitation on the number of stories for the Project contained in paragraph 3 of the Covenant and with Section 282-49 G.11. of the Zoning Bylaw.

The Board finds that there was sufficient evidence submitted and reviewed by the Planning Board establishing that the Plans, and submitted material and testimony substantially complies with the requirements of the Bylaws.

## **11. DECISION:**

On June 19, 2008, the Planning Board voted 4-0-1 to approve the site plan with conditions based on the plans entitled, "Site Plan for Jefferson at Ashland Station - An Apartment Community, West Union Street (Route 135), Ashland, Massachusetts, February 25, 2002, Re-Issued by Allen and Major Associates, Inc. on March 20, 2007. Revised February 29, 2008 (some sheets with different dates --see below list of drawings).

- C1 - Cover Sheet revised 2/29/08
- C2 - Abbreviation Legend and General Notes revised 2/29/08
- C3 - Schedules revised 2/29/08
- C4-1 - General Demolition and Erosion Control Key Plan revised 2/29/08
- C4-2 - General Demolition and Erosion Control Plan revised 2/29/08
- C4-3 - General Demolition and Erosion Control Plan revised 2/29/08
- C4-4 - General Demolition and Erosion Control Plan revised 2/29/08
- C4-5 - General Demolition and Erosion Control Plan revised 2/29/08
- C4-6 - General Demolition and Erosion Control Plan revised 1/25/08
- C4-7 - General Demolition and Erosion Control Plan revised 2/29/08
- C5-1 - Grading and Drainage Plan revised 2/29/08
- C5-2 - Grading and Drainage Plan revised 2/29/08
- C5-3 - Grading and Drainage Plan revised 2/29/08
- C5-4 - Grading and Drainage Plan revised 2/29/08
- C5-5 - Grading and Drainage Plan revised 2/29/08
- C5-6 - Grading and Drainage Plan revised 2/29/08
- C5-7 - Grading and Drainage Plan revised 2/29/08
- C5-8 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08 (no date on stamp)
- C5-9 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08
- C5-10 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08
- C5-11 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08
- C5-12 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08
- C5-13 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08
- C5-14 10<sup>th</sup> - Contour Grading for Accessible Areas revised 2/29/08

C6-1 - Utility Key Plan revised 2/29/08  
C6-1A - Water Flow Testing Data revised 2/29/08  
C6-2 - Utility Plan revised 2/29/08  
C6-3 - Utility Plan revised 2/29/08  
C6-4 - Utility Plan revised 2/29/08  
C6-5 - Utility Plan revised 2/29/08  
C6-6 - Sewer Profiles revised 2/29/08  
C6-7 - Sewer Profiles revised 2/29/08  
C6-8 - Sewer Profiles revised 2/29/08  
C6-9 - Sewer Profiles revised 2/29/08  
C7-1 - Curbing & Paving Key Plan revised 2/29/08  
C7-2 - Curbing & Paving Plan revised 2/29/08  
C7-3 - Curbing & Paving Plan revised 2/29/08  
C7-4 - Curbing & Paving Plan revised 2/29/08  
C7-5 - Curbing & Paving Plan revised 2/29/08  
C7-6 - Curbing & Paving Plan revised 2/24/08  
C7-7 - Curbing & Paving Plan revised 2/29/08  
C7-8 - Proposed MBTA Roadway and Sidewalk Plan revised 2/29/08  
C7-9 - Proposed MBTA Roadway and Sidewalk Plan revised 2/29/08  
C7-10 - Proposed MBTA Roadway and Sidewalk Plan revised 2/29/08  
C7-11 - Proposed MBTA Roadway and Sidewalk Plan revised 2/29/08

C8-1 - Parking & Traffic Control Key Plan revised 2/29/08  
C8-2 - Parking & Traffic Control Plan revised 2/29/08  
C8-3 - Parking & Traffic Control Plan revised 2/29/08  
C8-4 - Parking & Traffic Control Plan revised 2/29/08  
C8-5 - Parking & Traffic Control Plan revised 2/29/08  
C8-6 - Parking & Traffic Control Plan revised 2/29/08  
C8-7 - Parking & Traffic Control Plan revised 2/29/08  
C9-1 - Erosion Control Details revised 2/29/08

C10-1 - Grading and Drainage Details revised 2/29/08  
C10-2 - Grading and Drainage Details revised 2/29/08  
C10-3 - Grading and Drainage Details revised 2/29/08  
C10-4 - Grading and Drainage Details revised 2/29/08  
C10-5 - Grading and Drainage Details revised 2/29/08  
C10-6 - Retaining Wall Details revised 2/29/08  
C10-7 - Emergency Road Drainage Details revised 2/29/08

C11-1 - Curbing and Paving Details revised 2/29/08  
C11-2 - Curbing and Paving Details revised 2/29/08  
C11-3 - Curbing and Paving Details revised 2/29/08  
C12-1 - Water and Utility Details revised 2/29/08  
C13-1 - Sanitary Sewer Details revised 2/29/08  
C13-2 - Sanitary Sewer Details revised 2/29/08  
C14 - Miscellaneous Details revised 2/29/08

Exploration Location Plan dated 1/28/02  
 1 to 15 - Topographic Plan of Land revised 4/13/07, except sheets 7 & 8, revised 5/9/07  
 1 to 5 - Plan of Land dated 1/08/03, not signed by Planning Board  
 Access and Utility Easement Exhibit Plan of Land, dated 12/5/07  
 Traffic Management Plan – Advance Signing Schematic  
 (MBTA Access Road [Ashland])—dated Sept. 2007  
 Drainage Easement/Connection Rights Exhibit Plan of Land, dated 12/5/2007

And

”Jefferson at Ashland Station An Apartment Community West Union Street (Route 135)  
 Ashland, Massachusetts, Landscape Architecture Sheets L1-1 thru L6-3, February 29, 2008, 29  
 sheets.

### List of Drawings

	Cover Sheet
L1-1	Index Plan
L2-1	Landscape Plan -1
L2-2	Landscape Plan -2
L2-3	Landscape Plan -3
L2-4	Landscape Plan -4
L2-5	Landscape Tree Plan
L2-6	Entry Planting Plan
L2-7	Clubhouse Planting Plan
L2-8	Shrub Planting - 1
L2-9	Shrub Planting – 2
L2-10	Shrub Planting – 3
L2-11	Shrub Planting – 4
L2-12	Shrub Planting – 5
L3-1	Site Layout Plan
L3-2	Fencing & Railing Enlargements Plan
L3-3	Fencing & Railing Enlargements Plan
L3-4	Typical Guardrail & Handrail Sections
L3-5	Typical Guardrail & C.L.F. Intersection Details
L3-6	Clubhouse Site Plan (Layout, Materials, Grading)
L4-1	Irrigation Plan
L5-1	Site Details [Plant List]
L5-2	Site Details [Entrance Walls, Signage and Stamped Concrete]
L5-3	Site Details [Pool]
L5-4	Site Details [Light pole, Flagpole and Fence]
L5-5	Site Details [Vehicle Gate & Crosswalks]
L5-6	Site Details [Trellis]
L6-1	Lighting Plan
L6-2	Lighting Photometric Plan
L6-3	Lighting Photometric Plan

And

Jefferson at Ashland Station - Architectural [drawings], 112 Sheets, Cube 3, dated: February 29, 2008.

A-000 – Cover

A-005 – Unit Mix & Code Review

A-010 - Architectural Site Plan

A-020 – Wall Types

A-021 – UL Classifications

A-045 - Finish Sched.

A-101 - Building Type 1A Partition Plan Levels 1 & 2

A-102 - Building Type 1A Partition Plan Level 3 & Roof

A-111 – Building Type 1B, Partition Plan Levels 1 and 2

A-112 – Building Type 1B, Partition Plan Level 3 and roof

A-121 - Building Type 2 Partition Plan Levels 1 & 2

A-122 - Building Type 2 Partition Plan Levels 3 & Roof

A-131 - Building Type 3 Partition Plan Levels 1 & 2

A-132 - Building Type 3 Partition Plan Level 3 & Roof

A-133 - Building Type 3 Enlarged Level 1 Plan

A-134 – Building Type 3, Enlarged Level 2 Plan

A-135 - Building Type 3 Enlarged Level 3 Plan

A-136 - Building Type 3 Enlarged Roof Plan

A-141 - Building Type 4 Partition Plan Levels 1 & 2

A-142 - Building Type 4 Partition Plan Levels 3 & Roof

A-151a – Unit Plans, Unit A1

A-151b – Unit Plans, Unit A1-G2

A-151c – Unit Plans, Unit A1a

A-152a – Unit Plans, Unit A2

A-152b – Unit Plans, Unit A2-G2

A-153a – Unit Plans, Unit A3

A-154 – Unit Plans, Unit A5

A-161a – Unit Plans, Unit B1

A-161b – Unit Plans, Unit B1-G2

A-161c – Unit Plans, Unit B1a

A-162a – Unit Plans, Unit B2

A-162b – Unit Plans, Unit B2-G2

A-163a – Unit Plans, Unit B3

A-164 – Unit Plans, Unit B4

A-165 – Unit Plans, Unit B5

A-166 – Unit Plans, Unit B6

A-167 - Unit Plans A6

A-171 – Building Type-1d (Bldg. #8 only), Partition Plan, Levels 1& 2

A-172 – Building Type-1d (Bldg.#8 only), Partition Plan, Level 3 & Roof

A-201 - Building Types 1A and 1B Elevations Front and Rear

A-202 - Building Types 1A Elevations Side and Enlarged Entry

A-203 - Building Type 1B Rear and Side Elevations  
 A-221 - Building Type 2 Elevations Front & Rear  
 A-222 - Building Type 2 Elevations Sides and Enlarged Entry  
 A-231 - Building Type 3 Elevations  
 A-232 - Building Type 3 Enlarged Front Elevation  
 A-233 - Building Type 3 Enlarged Rear Elevation  
 A-234 - Building Type 3 Enlarged Side Elevations  
 A-241 - Building Type 4 Elevations Front & Rear  
 A-242 - Building Type 4 Side Elevations  
 A-261 - Building Type 1c (Bldg #3 ONLY) Elevations Front and Rear  
 A-262 - Building Type 1c (Bldg #3 ONLY) Elevations Side and Enlarged Entry  
 A-281 - Building Type 1d (Bldg #8 ONLY) Elevations Front and Rear  
 A-282 - Building Type 1c (Bldg #8 ONLY) Elevations Side and Enlarged Entry  
 A-701 – Clubhouse Building Plan, Ground Floor  
 A-702 – Clubhouse Building Plan, Second Floor  
 A-703 – Clubhouse Roof Plan  
 A-704 – Clubhouse Front and Rear Elevations  
 A-705 – Clubhouse Side Elevations  
 A-801 – Pool Equip. Shed Plans, Elevations & Section  
 A-811 – Maintenance Building Floor and Roof Plans  
 A-812 – Maintenance Building Elevations  
 A-821 – 6-Module Carport Plans, Elevations, and Details  
 A-822 – 4-Module Carport Plans, Elevations, and Details  
 A-823 – 8/10/12/14-Module Carport Plans, Elevations, and Details  
 A-831 – Compactor Details

Jefferson at Ashland Station Architectural Documentation, January 10, 2008 by Cube3, approx. 17 pages;

JPI Ashland cross section, 1 page date January 9. 2008;

And

“Stormwater Manager Report - Jefferson at Ashland Station - An Apartment Community, West Union Street, Ashland, Massachusetts -“Volumes I thru V (Stormwater Management Study-Vol.1; 690-Unit Master Plan Computations; 500-Unit Phase One Computations-Vol 3, Responses to 2003 Peer Review Comments, Vol 4; 2007, Site Plan Revisions-Vol. 5)” prepared for JPI Apartment Development, L.P., 144 Turnpike Road, Southborough, MA 01772, Prepared by Gale Associates, Inc. February, 2002, Revised June 2003. Reissued by Allen & Major Associates, Inc., April, 2007, stamped 4-20-07;

And the following correspondence and documents:

William Mertz, P.E. Stantec Consulting Services, Inc., letter dated February 4, 2008, addressed to the Ashland Planning Board on Jefferson at Ashland Station, dated February 4, 2008, 3 pages.

Brian O'Connor, Partner, Cube 3 Studio, letter dated December 12, 2007, addressed to the Ashland Planning Board on Jefferson at Ashland Station, Architectural Workshop, includes a package with sections and perspectives pages 1-7 entitled, "View from Afar," detail views of proposed color alternatives pages 8-13, entitled, "Color Options," building detailing at the pedestrian scale, pages 14 and 15, entitled, "Building Detail."

Brian O'Connor, Partner, Cube 3 Studio, letter dated December 17, 2007, addressed to the Ashland Planning Board on Jefferson at Ashland Station, "Response to Stantec Consulting Services Comment Letter dated 4 December 2007," 7 pages.

Brian O'Connor, Partner, Cube 3 Studio, letter dated December 20, 2007, addressed to the Ashland Planning Board on Jefferson at Ashland Station, "Architectural Modifications", 4 pages plus illustrations.

Freeman, Davis & Stearns memo to the Ashland Planning Board on December 6, 2007 on the Status of Easements with attachments including, "Access and Utility Easement Exhibit Plan of Land in Ashland, MA," dated 12/5/2007 and "Drainage Easement/Connection Rights Exhibit Plan of Land in Ashland, MA," dated 12/5/2007.

Adam Stein, JPI, letter dated March 10, 2008 on revised plans for architectural drawings, landscape drawings, and civil drawing dated 2/29/08.

Adam Stein, JPI letter dated March 7, 2008 on Construction Schedule and Site Plan Approval Schedule."

### Landscape & Lighting

Brock Cutting, RLA, Dodson Associates, Ltd. Letter dated March 24, 2008, review of Level III, Landscape Architecture and Lighting Plan updated for Jefferson at Ashland Station. – 1 page

Brock Cutting, RLA, Dodson Associates, Ltd. Letter dated, January 24, 2008, including "Review of Level III Landscape, Architecture Plans Jefferson at Ashland Station" and "Review of Level III Lighting Plans".

## Traffic

“Traffic Impact and Access Study, proposed Residential Development Ashland, Massachusetts, dated February, 2007 by Vanasse & Associates, Inc.

“Traffic Impact and Access Study Proposed Residential Development Ashland, MA.”  
Prepared for: Jefferson at Ashland L.P., Westborough, Massachusetts. Vanasse & Associates, Inc., Transportation Engineers & Planners, 10 New England Business Center Drive, Suite 314, Andover, MA 01810. Dated February, 2000.

William Mertz, P.E., Stantec Consulting Services Inc., dated December 7, 2007, 8 pages, Jefferson at Ashland station-Traffic Peer Review.

Shaun Kelly, Vanasse & Associates, Inc, letter dated December 12, 2007, with a Traffic Impact and Access Study Proposed Residential Development, Ashland, Massachusetts prepared for Jefferson at Ashland, LP, TOC and Executive Summary Only.

William Mertz, PE, Stantec Consulting Services Inc., letter dated, December 20, 2007, Jefferson at Ashland Station-Traffic Peer Review, 2 pages.

## Roadway Geometry and Site Civil

Robert Chrusciel, PE, Allen & Major Associates, Inc., letter dated January 25, 2008, ninth response to Peer Review-Site, Civil/Layout/Geometry/Drainage/Geotechnical Site Plan Review Jefferson at Ashland Station off West Union Street (Route 135),” 6 pages.

William Mertz, P.E., Stantec Consulting Services, Inc.,” Jefferson at Ashland Station, letter dated, December 6, 2007, 2 pages.

Robert A. Guay, PE, Veitas and Veitas, letter dated November 2, 2007, “Site Segmental Retaining Walls at JPI, Ashland Station, Ashland, Massachusetts, with attachments.

Mark Zambernardi, PE, LFR letter dated November 19, 2007, “Peer Review-Geotechnical Issues, Jefferson at Ashland Station, Ashland, MA, 3 pages plus attachment.

## Water and Wastewater

“Water System Analysis for the Jefferson at Ashland Station Project,” November, 2007, prepared by Haley and Ward, Inc.

Mike Doyle, the Collaborative Engineers, November 27, 2007, “Fire Protection Site Water Pressure,” 2 pages.

William Mertz, PE, Stantec Consulting Services, dated December, 17, 2007, “Jefferson at Ashland Station-Water and Sewer Peer Review,” 5 pages.

Robert Chruschiel, PE, Allen and Majors, “Seventh Response to Peer Review—Water and Wastewater Site Plan Review, Jefferson at Ashland Station, off West Union Street (Route 135) dated January 3, 2008, 8 pages plus attachment.

### Drainage

See cited references previously stated.

### **Conditions of Approval:**

This Site Plan Approval is subject to the following conditions:

#### **Access and Off Site Improvements:**

1. The Project site shall have main access/egress off of the MBTA Access Road and an emergency only gated access off of High Street as shown on the Plans.

2. The Applicant shall provide the Town with documentation from the MBTA of acceptance of the final design components of the MBTA Roadway prior to the commencement of construction in the MBTA Access Road right of way.

3. The Applicant shall construct, at its sole cost and expense, the following traffic mitigation improvements prior to the issuance of the first Certificate of Occupancy for the Project:

a. Add a southbound right-turn overlap phase with the eastbound left turn lead phase as well as green time reallocation at the West Union Street/Voyager’s Lane/MBTA Access Road intersection. Implement a short lag phase to the Voyager Lane approach to the Route 135/MBTA Access Drive/Voyager’s Lane intersection if requested by the Town’s DPW prior to the issuance of the first certificate of occupancy for the Project.

b. Enhance pavement markings on the southbound MBTA Access Roadway and the intersection of West Union Street/Voyager’s Lane/MBTA Access Road to better delineate departure lanes, etc.

c. Add a southbound right-turn overlap phase to the eastbound left-turn lead phase as well as green time reallocation to optimize future traffic operations at the intersection of West Union Street/Union Street at Summer Street.

d. Implement green time reallocation at the intersection of Union Street at Main Street.

e. Implement green time reallocation at the intersection of Main Street at Summer Street and Homer Avenue.

4. Within thirty days of completion of the construction of the traffic mitigation improvements, the Applicant shall provide to the Ashland Department of Public Works copies of the traffic light signalization schematics, timing, and all other documentation related to the programming of the signals at all signalized intersections.

5. The Applicant shall post MBTA commuter rail schedules at the apartment community clubhouse and distribute to all tenants and facilitate the purchase of monthly MBTA passes by tenants.

6. If the gate at High Street is to be locked, the Applicant shall provide keys or the combination codes whichever is appropriate to the Ashland Police, Fire and Public Works Departments.

**Parking and Internal Vehicle Traffic:**

1. Parking and internal vehicular access shall be provided in conformance with the Plan.

2. Handicapped parking shall be located adjacent to the entrance ways along walkways of each building. All handicapped parking shall be properly posted in accordance with the requirements of the Massachusetts Architectural Access Board and the Fair Housing Act.

**Sidewalks and Crosswalks:**

1. The Applicant shall construct sidewalks as shown on the Plans to facilitate pedestrian safety both internal and external to the site. All sidewalks and associated required crosswalks shall be constructed to the standards of the American With Disabilities Act. Sidewalks shall be constructed northerly on the MBTA Roadway from the entrance to the Project to the MBTA Rail Station and southerly along the MBTA Roadway to JPI's property line.

2. The Applicant has introduced into the Plans seven (7) small seating areas throughout the Project.

## **Sewers:**

1. Prior to the issuance of a Building Permit, the Applicant shall design the proposed sanitary sewer collection system and pump stations and shall submit such final design to the Town of Ashland Engineering Consultant and DPW for review for conformance with applicable law and generally prevailing and applicable industry standards.

2. Covenant of Right of Access: Upon receiving notice that JPI, their successors or assigns, have breached their obligations regarding maintenance and repair of the private water and sewer line constructed for the benefit of the Jefferson at Ashland Station project, and as detailed on the Plans and in this approval, the Town shall notify JPI, their successors and assigns, of such default and JPI shall have thirty (30) days to cure such breach, or provide evidence satisfactory to the Department of Public Works Commissioner of the Town of Ashland that JPI is diligently and in good faith proceeding to cure. In the event the Town determines that an emergency situation exists which may result in imminent harm to the public health, safety or welfare or that JPI is not proceeding in good faith to cure such default, the Town may enter upon the property of JPI their successors or assigns or upon areas upon which JPI, their successors or assigns, have access rights by easement as long as the granting of such access is a right granted to JPI pursuant to the terms of any such easements, as necessary, and provide maintenance and/or repair services to the privately owned water and sewer system, the cost of which shall be paid by JPI to the Town. Any such costs incurred by the Town shall be paid to the Town within thirty days of being invoiced. JPI, its successor or assigns shall indemnify and hold the Town, its officers, agents and employees harmless from and against any and all claims of liability for personal injury or property damage resulting from or arising out of the activities contemplated in this condition except to the extent of the Town's gross negligence or willful misconduct.

3. Upon completion of construction of the on-site sewage collection and pump station, the Applicant shall provide quarterly reports relative to pump station flows and hydrogen sulfide levels to the Town of Ashland DPW. Pump station flow records are to include monthly total flows. Hydrogen sulfide testing shall be conducted and reported as required by the Town, but no less than one test per quarter.

## **Structural:**

1. Prior to construction of any retaining walls or barrier designed to support a building, parking area, terrace, driveway or other structure as determined by the Inspector of Buildings, the Applicant shall provide appropriate certifications from a licensed civil engineer specializing in geotechnical engineering and a licensed structural engineer as to the design and integrity of such wall or barrier.

2. Retaining walls shall consist of a segmental block wall reinforced with a geogrid fabric and shall be constructed as detailed in the November 2, 2007 letter of Robert A. Guary, PE of Veitas & Veitas Engineers to Mr. Ted Gowdy of JPI.

3. Within thirty days after a request from the Town of Ashland's Building Inspector, the Applicant shall provide a certification from the Applicant's registered structural engineer that the construction of all retaining walls and all earth fills on site comply with the approved drawings and specifications related thereto. "As-built" drawings from all wall and fill work shall be sealed by a registered professional engineer with expertise in structural and/or geotechnical issues and shall be submitted to the Town within sixty days of the completion of each phase of construction as provided in the project phasing plan to be provided as per paragraph (1) of "Construction Impacts" hereunder.

4. Proposed basin embankment construction and slope stability shall be constructed as shown on the Plans and in conformance with a November 19, 2007 Letter from Mark M. Zambenardi, P.E. of LFR Environmental Management & Consulting Engineering to Mr. Ted Gowdy of JPI.

### **Landscaping:**

1. Landscaping will be provided as shown on the Plans. The Applicant shall be responsible for the survival of all new landscaping planted in connection with the Project for one year from the date of installation. The Town's Tree Warden or the Town's Landscaping Consultant along with the Applicant or its designee, who shall be notified of any such inspection so that it may attend, shall inspect all new landscaping one (1) year after planting. All dead, damaged or diseased trees planted in connection with the Project shall be replaced, at the sole cost of the Applicant, on a "one to one" basis of equal size and quality within six (6) months.

2. Trees shown on the Plans as "Save Trees" will be protected with fencing during construction.

3. Prior to the issuance of an occupancy permit for any building, all landscaping for that particular building shall be installed as indicated on the Landscaping Plan. If in the event, due to inclement weather conditions, seasonal conditions or other unforeseen factors, the Applicant is unable to complete the landscaping improvements at the time of a request for a Certificate of Occupancy, a determination of completeness shall be made by the Inspector of Buildings in accordance with the Massachusetts Building Code. Upon the submission of a performance guaranty to the Planning Board in the amount necessary to cover the cost of the unfinished landscaping improvements for the particular building in question, as determined by the Planning Board, the Applicant shall be issued a Certificate of Occupancy for such building. The performance guarantee may be, in the discretion of the Applicant, in the form of an Irrevocable Letter of Credit, Tri-Partite Agreement, Surety Bond or other security reasonably satisfactory to the Town the terms of which shall be subject to approval by Town Counsel. Notwithstanding the foregoing, all landscaping that is not completed for a building for which a Certificate of Occupancy has been issued, shall be installed in accordance with the Landscaping Plan by the June 1st immediately following the issuance of the Certificate of Occupancy for such building.

### **Stormwater:**

1. The Applicant shall be responsible for the maintenance, repair and replacement of the constructed detention basins, including but not limited to the following:
    - a. Removal of debris and sediment within the basin;
    - b. Prevention of erosion of the side slopes;
    - c. Inspection and maintenance of the basin as needed;
    - d. Repair and replace all elements of the detention basin as necessary including but not limited to the metal standpipe outlet structure.
  2. Drainage improvements shall be phased and completed as roadways and infrastructure for the Project are constructed.
  3. The Town of Ashland shall have the perpetual non-exclusive right, only to the extent the Applicant has these rights, but not the obligation, to access the detention basins shown on the Plans for the purposes of performing such tasks as may be related to the Town's interests including, but not limited to, monitoring and inspections of the detention basins, but this shall not be construed to impose any legal obligations upon the Town to render any services. If the Town incurs any costs in maintaining and repairing the detention basins, such costs shall be reimbursed to the Town by the Applicant within thirty days of the Applicant receiving invoices supporting such costs. JPI, its successor or assigns shall indemnify and hold the Town, its officers, agents and employees harmless from and against any and all claims of liability for personal injury or property damage resulting from or arising out of the activities contemplated in this condition except to the extent of the Town's gross negligence or willful misconduct.
- If and upon receiving authorization from Megunko Transit District, LLC, a covenant to this effect shall be entered into by the Applicant prior to the issuance of the first certificate of occupancy for the Project and shall be recorded at the appropriate Registry of Deeds. The Covenant shall be subject to the approval of Town Counsel as to form.
4. The Applicant has agreed, and it shall provide to the Town of Ashland a payment of \$111,400 to be used to provide drainage improvements to the system serving the Project. Such payment shall be due and payable to the Town of Ashland prior to the construction of the detention basins.

### **Water Supply System:**

1. Pursuant to a review of the Applicant's water system by Haley and Ward, the system as proposed by the Applicant appears to be adequate for the Project and no booster pump will be required. However, if subsequently, it is determined that the water pressure for the Project does not meet the criteria as set forth in Massachusetts Department of Environmental Protection 2001 Guidelines for Public Water System (Chapter 9) for a period of four months, thereby requiring the installation of a booster station for adequate water pressure to the

Project, the Applicant shall design and install such booster station, if necessary, at its sole cost and expense prior to the issuance of the final Certificate of Occupancy for the Project.

2. The water system required to service the Project, shall be constructed in accordance with plans reviewed by the Town of Ashland DPW for conformance with the Plans, applicable law and prevailing and generally applicable industry standards.

3. The Applicant shall provide the Planning Board evidence of Fire Department approval of the design and operation of each building's fire suppression system in accordance with NFPA Standards Number 13 R of the 2007 Edition for Residential Units and NFPA Standards Number 13 of the 2007 Edition for the Club House prior to the issuance of a Certificate of Occupancy for such building.

**Utilities:**

1. Utilities shall be located underground except as shown otherwise on the Plans.

2. Prior to the issuance of a building permit, the Applicant shall provide the Town with a final design layout of all on-site utilities.

3. Upon completion of the construction of all utilities the Applicant shall provide the Town with complete "As-built" drawings of all utilities. Drawings shall include horizontal tie information for location and vertical/invert information.

**Signage:**

1. Signage for the Project shall be provided as shown on the Plans.

**Construction Impacts:**

1. Applicant has submitted an estimated construction schedule including a project phasing plan and timeline relative to site development to the Planning Board and the DPW.

2. Hours of construction shall be limited according to Section 204-3 of the Code of the Town of Ashland.

3. All construction areas will be fenced off with six-foot high chain-link or plastic fencing where appropriate to prevent unauthorized entry during construction.

4. Dumpsters shall be used during the building construction process to contain waste construction materials and debris. The Applicant shall ensure the proper disposal of all such materials and debris.

5. The Plans provide detailed erosion controls which shall be implemented during the construction phase of the Project. All such controls shall be in accordance with the

Conservation Commission Order of Conditions and the Operation and Maintenance Plan as detailed on Drawing No. C2 in the Plans.

6. The Applicant shall designate a project manager to address the Town's concerns during the construction phase of the Project and provide the Town Planner and DPW Commissioner a contact number for such project manager. A 24 hour number shall be made available for contact purposes. Prior to the commencement of construction a pre-construction meeting will be held with the Applicant and its consultants, representatives of the DPW, the Town Planner and the Town Building Inspector to review construction plans and procedures.

7. The Applicant shall only use the emergency access road that intersects High Street for construction vehicles during the construction of the emergency access road. At all other times, vehicles, except for emergency vehicles, are prohibited from using such access.

### **Municipal Services:**

1. Trash shall be removed privately and the Town shall not be responsible for trash removal or recycling unless agreed to by both the Town and the owners of the Project.

2. The roadways within the Project shall remain private and shall be privately maintained and shall not be the responsibility of the Town of Ashland.

3. The Applicant, its successors and assigns shall be responsible for the maintenance and snow removal of all internal roadways. In addition, the Applicant agrees that the Town shall not be responsible for the installation or maintenance of utilities serving the Project as shown on the Plans; or the installation or maintenance of any drainage systems serving the Project.

### **Easements:**

1. Utility, Water and Sewer Lines: Upon receiving notice that JPI, their successors or assigns, have breached their obligations regarding maintenance and repair of the private sewer and water lines constructed for the benefit of the Jefferson at Ashland Station project, and as detailed on the Plans and in this approval, whether located on-site or within the MBTA Access Road, the Town shall notify JPI, their successors and assigns, of such default and JPI shall have thirty (30) days to cure such breach, or provide evidence satisfactory to the Department of Public Works Commissioner of the Town of Ashland that JPI is diligently and in good faith proceeding to cure. In the event the Town determines that an emergency situation exists which may result in imminent harm to the public health, safety or welfare or that JPI is not proceeding in good faith to cure such default, the Town may enter upon the property of JPI their successors or assigns or upon areas upon which JPI, their successors or assigns, have access rights by easement as long as the granting of such access is a right granted to JPI

pursuant to the terms of any such easements, as necessary, and provide maintenance and/or repair services to such utilities, the cost of which shall be paid by JPI to the Town. Any such costs incurred by the Town shall be paid to the Town within thirty days of being invoiced. JPI, its successor or assigns shall indemnify and hold the Town, its officers, agents, consultants and employees harmless from and against any and all claims of liability for personnel injury or property damage resulting from or arising out of the activities contemplated in this condition except to the extent of the Town’s gross negligence or willful misconduct. JPI has provided to the Town a form “Utility Access Easement and Maintenance Covenant” which has been reviewed and approved by Town Counsel and is attached hereto as Exhibit “C” which shall be executed and recorded prior to the issuance of the first Certificate of Occupancy.

It is hereby understood that the Applicant will use good faith efforts and will cooperate with the Town of Ashland in seeking to obtain easement rights which benefit the Town from the MBTA in the MBTA Access Roadway.

**Performance Guarantees:**

1. Restoration Bond/ and or Maintenance Guarantee: Prior to the issuance of a building permit, the Applicant or its successors or assigns, shall provide a performance guaranty in the form of an Irrevocable Letter of Credit, Tripartite Agreement or Surety bond, the form of which shall be in the Applicant’s discretion, the terms of which shall be subject to approval by Town Counsel, to guarantee the completion of the following items for the Project:

* Detention Basin Stabilization:	Amount of Guarantee:	\$107,000
	Contingency:	<u>\$ 27,000</u>
	Total	\$134,000
* Site Stabilization. :	Amount of Guarantee:	\$340,000
	Contingency:	<u>\$ 83,000</u>
	Total	\$423,000

The purpose of the performance guarantee is to bring the disturbed areas back to a safe and stable condition. The amount of the performance guarantee is based on the assumption that the Applicant will proceed in accordance with a proposed phasing plan submitted to the Planning Board prior to construction identifying the time frame of the installation of the detention basins and site stabilization work and that the detention basin work and site work will not be fully exposed at the same time thereby the total guarantee provided at any one time shall not exceed Five Hundred Thousand Dollars (\$500,000.) The Planning Board, upon its determination that such phase or portion of the work guaranteed by the bond or security is completed, shall release such amount allocated to the completed item. One hundred thousand dollars (\$100,000) of the bond or security shall guarantee the installation and operation of the detention basins for one year from the issuance of a Certificate of Substantial Completion for

the detention basins issued by the Engineer of Record and shall be released by the Planning Board after the one year warranty has expired.

2. Performance Guarantee: In addition to the guarantee provided in paragraph 1, it is hereby understood that the Applicant will be constructing utilities in a private roadway owned and controlled by the MBTA. If, the MBTA does not require the Applicant to provide bonding for the reconstruction of the MBTA Access Road which will be necessitated by the installation of utilities in the roadway serving the Project, then prior to the commencement of construction in the MBTA Access Road by the Applicant, the Applicant shall provide a performance guaranty to the Town in the form of an Irrevocable Letter of Credit, Tripartite Agreement or Surety Bond, the form of which shall be in the Applicant's discretion, the terms of which shall be subject to approval by Town Counsel, guaranteeing the completion of the reconstruction of the MBTA Access Road, excluding utilities, according to the Plans and the construction plans and specifications approved by the MBTA. The amount of such security shall be determined by the Planning Board. The Board does not warrant that roadways with ancillary utilities and appurtenances depicted on the approved Site Plan will actually be constructed. In order to determine the cost to the Town of reconstructing the MBTA roadway, the Planning Board will obtain an estimate of such cost by Applicant, which shall be reviewed by the Board's engineering consultant at the expense of the Applicant, based on a scope of work provided by the Applicant and the construction plans and specifications approved and required by the MBTA, utilizing costs of publicly bid contracts in the greater Boston area, the Construction Cost Index for the region, as published by Engineering News Record and the Statewide Weighted Average Bid Prices. Such estimates shall include an inflation factor tied to the most recently published Engineering News Record, which will be used to factor in a probable increase of the cost over a two (2) year period.

#### **Warranty:**

The Applicant shall warranty to the Town of Ashland, for one year from approval by the Engineer of Record, that the Applicant has reconstructed the MBTA Access roadway in accordance with the Plans. Such warranty shall only be required to the extent that the MBTA does not require the Applicant to provide the MBTA with such a warranty. The Applicant will use good faith efforts to enter into an agreement with the MBTA which would permit topping of the MBTA Access Road after the winter season following reconstruction of the road.

#### **Miscellaneous:**

1. Prior to the issuance of the first Building Permit, the Applicant shall submit for informational purposes to the Planning Director and Inspector of Buildings, an occupancy phasing/sequencing plan, which identifies the buildings and/or or units to be occupied during the development of the Project.
2. The Town may hire outside consultants and/or inspectors as is necessary to evaluate and oversee the Project during the construction phase of the Project to confirm conformance with this Site Plan Approval which shall be limited to a review of infrastructure required for

the Project. In accordance with requirements of Exhibit “A” to the Memorandum of Understanding” attached hereto as Exhibit “A”, the Applicant shall fund an escrow account with \$5,000.00 prior to the start of construction from which the actual cost of all reasonable third-party inspections contemplated in this paragraph 2. shall be paid by the Applicant, but the Applicant shall not be required to expend more than \$100,000.00 for any such inspections in total. The Applicant shall not be required to pay for inspections requested by the Planning Board if such inspections would duplicate those conducted by the MBTA or any Town board, commission or department.

3. All improvements shall be constructed in accordance with the Plans. Minor field modifications may be made unless otherwise determined by the Planning Board that said changes are material. Any material changes to the Plans must be made with authorization from the Planning Board.

4. The Applicant shall plant ivy along the retaining walls as per the Plans.

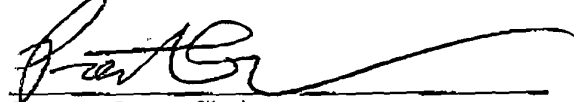
5. The Applicant shall provide site/civil Auto Cad drawings of the Project prior to the issuance of the first building permit for the Project.

6. The Town of Ashland and the Applicant have entered into a Memorandum of Understanding attached hereto as Exhibit “A,” which requires that the Applicant provide significant sewer mitigation and in addition provides for the elimination of the current moratorium on sewer connections enabling the Project to connect to the Town’s sewer system. Because of on-going negotiations during the site plan approval process, concerning the MOU, the Planning Board proceeded with their review of the Project under Site Plan Review contingent on the MOU being executed by the Applicant. The Applicant cannot commence construction activities for the Project prior to the effective date of the MOU.

#### **Additional Permits:**

1. The Applicant shall obtain all necessary permits required for this Project including but not limited to approvals from the Ashland Board of Health, Conservation Commission and Department of Public Works.

By the Ashland Planning Board:



Preston Crow, Chairman



David Foster, Vice Chairman



Matthew Chouinard, Clerk



Barry Rosen, Member

Approved as to Form on:

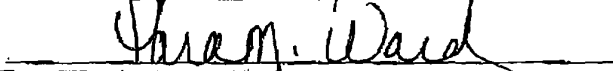
Date: 6/19/2008



Thomas J. Urbelis, Town Counsel

Filed with Town Clerk on:

Date: June 26, 2008



Tara Ward, Town Clerk

Duplicate copy sent to Applicant:

Jefferson at Ashland, L.P.

Date: June 20, 2008

## B. DEVELOPMENT AGREEMENT BETWEEN DEVELOPER AND TOWN OF ASHLAND

Record and return to:  
Lerner & Holmes PC  
Two Center Plaza, Suite 415  
Boston, MA 02108  
Attn: Daniel P. Holmes, Esq.

### **DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is entered into as of the 24 day of September, 2015 by and between the Town of Ashland, 101 Main Street, Ashland MA by and through its Board of Selectmen ("Town") and Campanelli Acquisition Partners II LLC, a Massachusetts limited liability company, One Campanelli Drive, Braintree, MA 02184 or its nominee and/or successor ("Developer").

WHEREAS, the Developer seeks to develop a certain parcel of property located in the Rail Transit District ("RTD") known as Lot 1 as more fully set forth on the plan attached hereto and which shall be referred to as the "Concept Plan" more specifically set forth on Exhibit A and consisting of approximately 30.1226 acres +/- (the "Premises").

WHEREAS, the Developer has control of the Premises pursuant to an Agreement For Purchase and Sale by and between Ashland RTD Apartments LLC and the Developer which is dated as of May 4, 2015, as amended (the "Purchase and Sale Agreement"); and

WHEREAS, by a certain covenant (the "Original Development Covenant") dated as of June 20, 2000, Robert E. Gayner of One Temple Drive (Box 300), Alton, New Hampshire (hereinafter, "Gayner"); and Eleanor Thanos, Trustee of Hilltop Real Estate Trust established under a Declaration of Trust dated August 10, 1995 and recorded with the Middlesex County (Southern District) Registry of Deeds in Book 25599, Page 534 and also filed for registration with the Middlesex County (Southern District) Registry District of the Land Court as Document No. 981081 (hereinafter, "Hilltop"); and MCL Development Corp., a Massachusetts corporation with an address of One Temple Drive (Box 300), Alton, New Hampshire (hereinafter, "MCL") (hereinafter Gayner, Hilltop and MCL are collectively and individually, together with their successors and assigns, referred to as the "Original Developer") made certain covenants and agreements with the Town respecting approximately two hundred (200) acres of land, of which the Premises constitutes a portion.

WHEREAS, the Developer is in need of certain water, sewer, electric and gas services in order to develop the Premises and must seek to modify an existing Site Plan Review dated June 20, 2008, as amended and extended from time to time, and related to the Premises; and

WHEREAS, the Town is desirous of the Developer seeking to undertake the development of no more than 398 for-rent multi-family units in substantial conformance with the Concept Plan (the "Development") and will assist in making certain utilities and access available to the Premises presuming Developer's full compliance with this Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises set forth below, the Parties agree as follows:

1. Developer Undertakings. Following the Developer's successful acquisition of the Premises and the receipt of all appropriate permits needed to undertake the Development and all appeal periods having run without further appeal, or, in the event of an appeal, the successful conclusion of any such appeal in favor of the Developer, the Developer shall diligently and professionally pursue the development of the Premises as no more than 398 for-rent multi-family units in substantial conformance with the Concept Plan. In particular, the Developer shall apply for all appropriate permits with the Town in order to undertake the Development. Notwithstanding anything in this Agreement to the contrary, the Developer and the Town agree that there may be additional mitigation and improvements reasonably required as part of the amended Site Plan Review process as it relates to traffic and storm water mitigation and the Developer agrees to implement and pay for same, together with the mitigation payments contemplated by Section 8, 9, 10, 14 and 17 of this Agreement, in connection with its development of the Premises

2. Affordable Housing Covenant. All residential structures developed at the Premises or on any portion thereof shall be subject to the following affordable housing provisions:

Inclusionary Zoning Requirements for Multifamily Housing at RTD.

- a. Purpose and Intent. The purpose of this Section is to outline and implement a coherent set of policies and objectives for the development of affordable housing to promote a reasonable percentage of housing that is affordable to low and moderate income buyers in the RTD. It is intended that the affordable housing units that result from this Section be considered as Local Initiative Program ("LIP") dwelling units in compliance with the requirements for the same as specified by the Massachusetts Department of Housing and Community Development ("DHCD"), or successor, or additional programs adopted by the Commonwealth or its agencies, and that said units count toward the Town's requirements under G. L. c. 40B sec. 20-23, as amended.
- b. Definitions. For the following definitions refer to 760 CMR 56 and the Department of Housing and Community Development Subsidized Housing Inventory Guidelines: "Affordable Housing Unit", "(Qualified) Affordable Housing Unit Purchaser" and "(DHCD) Affordable Housing Unit Sales Price or Rent".
- c. Applicability. Upon the effectiveness of this Agreement, applications for approval of all multifamily housing developments creating four (4) or more new or converted units, including housing within mixed use developments, whether on one or more contiguous parcels, owned or controlled by the Developer or a related entity, now or in the future, shall provide an affordable component within the Development pursuant to the provisions in this Section. The Affordable Housing Units to be provided shall remain affordable in perpetuity. This provision shall apply whether the proposal is for rental or ownership units. The Affordable Housing Units required above shall be affordable to persons and households of low and moderate income as defined by G.L. c. 40B, Section 20. The applicant for any housing development shall be responsible for preparing a Massachusetts Local Initiative Program Units Only Application, as administered by the DHCD or any successor program, or an application for any other

program that provides for inclusion of such Affordable Housing Units as part of the Town's affordable housing inventory under G.L. c. 40B, Section 20.

- d. For multifamily housing developments, the applicant proposing such development shall provide one (1) Affordable Housing Unit within the development for every ten (10) housing units constructed. When the calculation of the number of Affordable Housing Units to be provided yields a fraction, the applicant shall round up to the next whole number of Affordable Housing Units (Figure 1).

Figure 1

Proposed Units	Required Affordable Units
4-10	1
11-20	2
21-30	3
31-40	4
41-50	5
51-60	6
61-70	7
71-80	8
81-90	9
91-100	10
And so on...	

- e. Payments to the Affordable Housing Fund. Payments related to the affordable units shall be paid to the Affordable Housing Trust Fund and shall be kept separate and apart from other monies by the Town Treasurer. Any moneys in said fund shall be expended in accordance with G.L. c. 44, Section 55C or other applicable statutes, to support the creation of low and moderate income housing units which meet the definition of "low or moderate income housing" as defined by MGL Chapter 40B, Section 20. All moneys which are collected as a result of any contribution to this fund shall be transferred to the principal of said fund, and the Town Treasurer shall be the custodian of the fund and shall deposit the proceeds in a bank or invest the same in such securities as are legal for the investment of funds of savings banks under the laws of the Commonwealth of Massachusetts, or in federal savings and loan associates situated in the Commonwealth. Any interest earned thereon shall be credited to and become a part of such fund.
- f. Monitoring. The monitoring of affordability for rental units, including changes in tenants, shall be supervised by the Ashland Housing Partnership ("AHP") pursuant to a Memorandum of Agreement (MOA) between the applicant proposing the housing Development and the AHP, or by an independent affordable housing consultant approved by DHCD and who has at least ten years of experience in this field. If the Developer elects to hire its own qualified consultant all costs of the consultant shall be the responsibility of the Developer. If the Developer elects to use the AHP to conduct these services the MOA shall provide for monitoring fees for the administration of such affordable units by the AHP and shall be subject to approval

by the Board of Selectmen. The monitoring of home ownership units shall be supervised by the AHP. Affordability of these units shall be established by deed rider, covenant, or equivalent mechanism, subject to review and approval of the Board of Selectmen. Funding for oversight of conducting a lottery and other administrative actions shall be provided by the applicant for first sale. Subsequent sales shall be subject to the guidelines and requirements established by the HCD.

g. Provisions Applicable to Affordable Housing Units.

- (1) Siting of Affordable Housing Units – All Affordable Housing Units constructed or rehabilitated under this Section shall be situated within the development so as not to be in less desirable locations than market-rate units in the development and shall, on average, be no less accessible to public amenities, such as open space or recreational facilities, as the market-rate units and shall be interspersed throughout the development.
- (2) Minimum design and construction standards for Affordable Housing Units – Affordable Housing Units within market rate developments shall be integrated with the rest of the development and shall be compatible in size, design, appearance, construction and quality of materials with other units.
- (3) Timing of construction or provision of Affordable Housing Units or lots – Where feasible, Affordable Housing Units shall be provided coincident to the development of market rate units, but in no event shall the development of Affordable Housing Units be delayed beyond the schedule noted below:

h. Timing of Construction or Provision of Affordable Units or Lots.

MARKET RATE UNIT %	AFFORDABLE HOUSING UNIT %
Up to 30%	None required
30% plus 1 unit	At least 10%
Up to 50%	At least 30%
Up to 75%	At least 50%
Up to 90%	100%

- i. Administration. The Board of Selectmen shall adopt and maintain regulations incorporating the necessary policies, procedures and requirements to implement the provisions of this Section. Such regulations may include criteria of maximum incomes, sales or rental prices, resale price, preservation of affordability and calculation of payments for fractional units. In all events, the Board of Selectmen shall use the DHCD regulations governing same.

3. Unit Mix and Configuration. The Developer agrees that there shall be no three (3) bedroom residential units developed at the Premises. Of the total number of units built, no more than sixty five (65%) percent shall be two bedroom units, with the remainder being one bedroom units. Construction of the one and two bedroom units shall be done on a rolling pro-rata basis

per 100 units so as to maintain the foregoing ratio. For purposes of this Agreement, “bedroom” shall mean a room providing privacy, intended primarily for sleeping and consisting of not less than 70 square feet. A bedroom for the purpose of 310 CMR 15.02 shall constitute a bedroom for the purposes of the RTD. For purposes of this Agreement, a one bedroom unit shall have one bedroom in addition to a kitchen, living/dining room, and bathroom(s); a two bedroom unit shall have two bedrooms in addition to a kitchen, living/dining room, and bathroom(s). In one bedroom and two bedroom units, in addition to the bedroom(s), living/dining room, bathroom(s), hallways, and closets, there shall be permitted one additional “flex” space provided that, in the opinion of the Planning Board, proper safeguards have been put in place, either through the physical design of the space or restrictions in the lease, to insure that these “flex” spaces will not be used as additional bedrooms. In one bedroom and two bedroom units, in addition to the bedroom(s), living/dining room, bathroom(s), hallways, and closets, there shall also be permitted a “study”, which shall mean an area not containing a closet and not separated from surrounding areas by a door (i.e. open to surrounding areas so as not to provide privacy) and having a minimum opening to surrounding areas no less than five feet in width and a minimum of seven feet in height. All leases and/or deeds shall specify the number of bedrooms associated with such unit and shall specify that any “flex” space or “study” shall not be permitted to be used for bedroom purposes. Each such unit may have one “flex” or “study” space, but not both.

4. Dimensional Constraints.

- Height. No “Dwelling Multi-Family, For Rent” (as defined in the Zoning Bylaw) structure constructed at the Premises shall have a height in excess of three (3) stories above grade (four stories at the rear of the building if the slope of the land permits). In addition, no “Age Restricted, Attached”, “Age Restricted, Multi-Family” or “Age Restricted, Detached” structure nor any accessory buildings relating to any such age-restricted dwelling shall have a height in excess of two stories above grade (three stories at the rear of the building if the slope of the land permits). For purposes of determining that a structure complies with the Town’s height requirements, loft spaces, if accessed from a stairway completely internal to a unit, shall not constitute an additional story. Further, the addition of dormers located within the roof area intended to provide light to loft spaces as well as non-functional decorative dormers do not increase the number of stories of the structure.
- Footprint. Notwithstanding any provision in the Zoning By-Law to the contrary, the Developer agrees that with respect to any “Dwelling, Multi-Family, For Rent” structure constructed on the Premises, the maximum square foot footprint limitation for any “Dwelling, Multi-Family, For Rent” structure shall be twenty thousand (20,000) square feet, provided that the average square foot footprint for all “Dwelling, Multi-Family, For Rent” structures, as constructed, is not greater than eighteen thousand (18,000) square feet.

5. Steep Slopes. The creation or construction of slopes in excess of 3:1 within the Premises shall be allowed only upon an administrative finding by the Planning Board as part of Site Plan Review under §286-6 of the Zoning By-Law that appropriate geogrid materials shall be used in areas of steep slopes. Further, the creation or construction of any retaining wall or barrier

designed to support a building, parking area, terrace, driveway or other structure as determined by the Inspector of Buildings shall require an appropriate certification from a licensed civil engineer specializing in geotechnical engineering and a licensed structural engineer as to the design and integrity of such wall or barrier.

6. Design Impacts. The Developer agrees that to the extent practical all development at the Premises shall be designed to comply with the Stretch Energy Code which has been adopted by the Town of Ashland. In addition, the Developer will incorporate low impact design initiatives as to the control and treatment of on-site drainage.

7. Trash Collection. The Developer agrees that the Town shall not be responsible for trash collection for any "Dwelling, Multi-Family, For Rent" structure or condominiums developed at the Premises or on any portion thereof.

8. Public Safety Contribution. In consideration of the additional public safety impacts of the proposed Development, namely fire and police access to the structures and items associated therewith, the Developer shall pay to the Town, as mitigation, \$1,000 per unit which shall be paid not later than the issuance of the certificate of occupancy for each building completed on the Premises. The Developer shall provide said public safety mitigation to the Board of Selectmen for use in capital purchases, construction, or operations of public safety related services for the Town as the Board of Selectmen deem appropriate.

9. Mitigation of Traffic Impacts. The Developer agrees to pay the Town Fifty Thousand Dollars (\$50,000) toward a traffic study and/or remediation of the Olive Street, West Union and Frankland Road intersection. Said payment shall be made contemporaneously with the issuance of the first certificate of occupancy for the first residential building constructed at the Premises. The Developer further acknowledges that it is obligated to complete any traffic mitigation required with respect to the Premises and specified in the original Site Plan Review decision dated June 20, 2008, as it has been amended, that has not been completed as of this date, such mitigation to be accomplished not later than the issuance of the first certificate of occupancy for the first residential building constructed at the Premises, and to be limited to the following:

- Add a southbound right-turn overlap phase with the eastbound left turn lead phase as well as green time reallocation at the West Union Street/Voyager's Lane/MBTA Access Road intersection. Implement a short lag phase to the Voyager Lane approach to the Route 135/MBTA Access Drive/Voyager's Lane intersection if requested by the Town's DPW.
- Enhance pavement markings on the southbound MBTA Access Roadway and the intersection of West Union Street/Voyager's Lane/MBTA Access Road to better delineate departure lanes, etc.
- Add a southbound right-turn overlap phase to the eastbound left-turn lead phase as well as green time reallocation to optimize future traffic operations at the intersection of West Union Street/Union Street at Summer Street.
- Implement green time reallocation at the intersection of Union Street at Main Street.
- Implement green time reallocation at the intersection of Main Street at Summer Street and Homer Avenue.

- Within ninety days of completion of the construction of the traffic mitigation improvements, the Developer shall provide to the Ashland Department of Public Works copies of the traffic light signalization schematics, timing, and all other documentation related to the programming of the signals at all signalized intersections.

10. Site Plan Review Modification Fee. The Developer agrees to pay the Town a Site Plan Review Modification Fee equal to Fifty Thousand Dollars (\$50,000). While there is no required fee for a Site Plan Review Modification specified in the town's fee schedule, the Developer acknowledges that the specific modification requested will require significant town staff time to review and administer and the parties agree that said fee is appropriate. Said payment to be made in two installments: (i) \$20,000 payable with the Developer's application for a modification of Site Plan Review, and (ii) \$30,000 payable upon the Closing or Time For Performance under the Purchase and Sale Agreement. This fee shall not relieve the Developer of its obligations to pay peer review and legal expenses as described elsewhere in this Agreement. The Developer shall deposit said fee in an account with the Board of Selectmen, which, in addition to any costs related to the review process of the Site Plan Review Amendment Application, may be used for inspections in the RTD and design and planning of a public safety facility.

11. Peer Review Fees. The Developer agrees to pay all peer review fees, including but not limited to engineering, legal, and architectural, associated with review of the proposed site plan review amendment or new filing with the Planning Board, Conservation Commission or any other necessary review authority in Town.

12. Private Ways. All roads, sidewalks, bike or walking trails on the property, but for the MBTA Access Road, shall be private and shall be maintained by the property owners comprising the parcels. Notwithstanding the foregoing, the Developer and the Town shall negotiate a mutually acceptable easement which provides access to the Town over the sidewalks, bike and walking trails to allow passage over same by the public which will be more specifically delineated in the Site Plan Review process.

13. Sewage Treatment to be Off Site. No sewage treatment plant or appurtenances shall be permitted in the RTD except piping or transmitting infrastructure, all in accordance with applicable laws.

14. Costs of Water and Sewer Connections. There shall be no water connection or sewer connection fees for the Premises. Said waiver shall not alleviate the Developer's responsibility to pay infiltration and inflow fees ("I&I Fees") which are fixed at \$3,015 per unit, or \$1,200,000 for the 398 units currently contemplated, and which shall be placed in an escrow account at the Time for Performance or Closing under the Purchase and Sale Agreement. Said funds shall be deposited with the Town as follows: (a) \$400,000 at the time of construction loan closing; (b) \$400,000 at the time of issuance of the certificate of occupancy for the building that results in 132 apartments being available for rent; and (c) the \$400,000 balance at the time of issuance of the certificate of occupancy for the building that results in 264 apartments being available for

rent. All I&I Fees shall be used in accordance with the “Alternative Funding Agreement” referred to in Section 16 hereof. As provided in Section 1 of the Alternative Funding Agreement, if Developer undertakes to perform the improvements thereunder, then in lieu of depositing any funds in excess of \$400,000 with the Town as I&I Fees, the Developer shall instead first pay for the hard costs of the improvements with its own funds, up to a maximum of \$800,000. Prior to requesting a release of any portion of the initial \$400,000 deposited with the Town, Developer shall provide to the Town an accounting of its expenditure of such \$800,000.

15. Water and Sewer Improvements. In consideration of the commitments made in this Agreement by the Developer to the Town, the Town acknowledges that it presently has and will continue to provide adequate water supply and pressure at the connection point located where the MBTA Access Road intersects the Development road to service the Development. The Town further agrees that not later than the date as of which Developer has both (i) been issued a Site Plan Review Modification for the Development (which has not been appealed by the Developer) and (ii) commenced site work on the Premises, the Town will undertake the sewer system improvements necessary to support the Development. Absent Force Majeure, but subject to the rights of Developer under the provisions of Section 16 below, the Town shall complete such sewer system improvements not later than the later of (i) August 31, 2016 or (ii) the date on which the first certificate of occupancy for the Development is issued.

16. Funding of Utility Improvements. Both parties acknowledge that it is the Town’s intent to utilize a MassWorks grant that has been awarded to the Town to fund upgrades to the Town’s water, sewer, electric and gas infrastructure necessary to connect the Development to the Town’s water and sewer infrastructure, as well as upgrading portions of the existing sewer system necessary to service the Development and installing new electric and gas utilities to the Development (the “Utility Work”), all of which are necessary for the Development to proceed. If despite the Town’s diligent efforts, it has been unsuccessful in either obtaining the anticipated funding for the Utility Work and/or commencing the Utility Work by the later of May 15, 2016 or four months before the Developer’s anticipated first occupancy permit (which dates shall not be subject to extension due to Force Majeure for the purposes of Developer’s rights under this Section 16), then the Developer shall be permitted to install and/or upgrade the utilities described in this Section sufficient to provide access for the Development to these utilities in accordance with the Allen & Majors MBTA Access Road Plans. These improvements shall be made per the plans prepared on behalf of the Town, including the stubbing of utilities at the side line of the MBTA Access Road adjacent to the Premises, and subject to inspection by the Town’s inspecting engineer. The Developer shall be permitted to offset the hard costs associated with the Utility Work against its stipulated I&I Fees as described in Section 14 hereof, however in no event shall the cost for the Utility Work offset be greater than that portion of the low bid relative to the Utility Work obtained by the Town for the final plans of the contemplated work, or, in the absence of public bids, the low bid obtained by the Developer from at least three qualified bidders who have bid on the Utility Work. In the event the Developer does undertake the Utility Work, the Developer shall access the escrowed I&I Fees for said purpose and the funding as set forth in the Alternative Funding Agreement entered into contemporaneously with the Agreement shall be implemented.

17. MBTA Access Road. The Developer agrees that the “MBTA Access Road” so called, is integral to the development of the Premises. The Town agrees that it will accept, in fee, the MBTA Access Road, subject to Town Meeting approval, as a public way. The Developer agrees that it will execute, not later than the date on which Developer receives a building permit for the first residential building comprising the Development, a separate covenant in favor of the Town, including terms and conditions reasonably acceptable to the Town, which will require all property owners which abut the MBTA Access Road to pay to the Town a prorata share of an annual road maintenance fee, the aggregate amount of which for all properties in the RTD will be \$75,000 annually, with said payments to commence no sooner than July 1, 2021. From and after the completion of construction pursuant to the MassWorks grant, the deeding of the road from the MBTA to the Town, the release of the Easement held by the Original Developer and acceptance by Town Meeting of the MBTA Road as a public way, the Town will undertake all capital and regular maintenance of the MBTA Access Road, including the removal of snow and ice. In the event the Town Meeting does not accept the MBTA Road as a public way, the annual road maintenance fee accumulated funds will be provided to the property owners for the ongoing maintenance of the road, including the removal of snow and ice.

18. Access Right. The Town or its designees are hereby granted the right to enter upon the Premises at reasonable times by giving Developer at least twenty-four (24) hours prior notice (except in the event of emergency), which may be oral notice, for the purposes of inspection as to compliance with the terms thereof, in connection with enforcement of this Agreement or remedying any violation hereof, and/or exercising any rights granted to the Town hereunder.

19. Intentionally Omitted.

20. Dispute Resolution. Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than thirty (30) days.

21. Notices. Any notice hereunder shall be in writing and shall be deemed duly given if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the Town and the Developer at the addresses set forth below:

To the Town:

Town of Ashland  
101 Main Street, 1<sup>st</sup> Floor  
Town Hall –Ashland, MA 01721  
Attention: Town Manager

With a copy to:

Lisa L. Mead, Esquire  
Blatman, Bobrowski, Mead & Talerman, LLC  
30 Green Street  
Newburyport, MA 01950

To Developer:

Campanelli Acquisition Partners II LLC  
1 Campanelli Drive  
Braintree, MA 02184  
Attn: Daniel DeMarco

With a copy to:

Thorndike Development Corporation  
6 West Ridge Road  
Hudson, MA 01749  
Attn: Lloyd Geisinger

22. Enforceability. It is the expressed intention of the Town and the Developer that each and every term, condition and provision hereof be fully enforceable and binding on the parties and the Premises. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity of any other provision hereof, and the provisions of this Agreement shall be deemed reformed as necessary to as fully as possible effectuate the intentions of the parties.

23. Applicable Law. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect the rights of the Town, in the exercise of any of its powers under applicable law with respect to the proposed development of the Premises, including, but not limited to the powers of the Ashland Planning Board pursuant to its Site Plan Review or Special Permit Process or the Conservation Commission in its Notice of Intent process. Nothing in this Agreement shall release the Developer from the obligation to satisfy all applicable provisions of law in the proposed development of the Premises.

24. Effective Date. This Agreement shall be effective as of the date it shall be executed by both Developer and the Town.

25. Integration. This Agreement, together with the Alternate Funding Agreement referred to in Section 16 hereof, is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

26. Modifications. After the recording of notice of this Agreement, this Agreement can only be modified if such modification is in writing signed by the Developer and the Board of Selectmen upon a simple majority vote.
27. Notice of Development Agreement. A notice of this Agreement in the form attached hereto as Exhibit B shall be executed by Developer and the Town and recorded with the Registry of Deeds upon execution hereof.
28. Estoppel Certificate. The Town hereby agrees to execute a certificate evidencing the Developer's compliance with this Agreement promptly upon the request of Developer, provided that the Developer is then, in fact, in compliance with the terms and provisions of this Agreement and if not, such certificate shall specify Developer's non-compliance.
29. Successors and Assigns. Except as otherwise specifically set forth herein, all the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained touch and concern the real estate and shall run with the fee interest in the Premises and shall inure to and be binding upon the parties and each subsequent holder of the fee interest in any portion of the Premises and their respective successors, successors in title, assigns and mortgagees, with the same force and effect for all purposes as though set forth at length in each and every assignment of any such fee interest in any portion of the Premises or any part thereof. "Assigns" may include lenders, tenants, holders of easements and ground lessees. A reference in any assignment, or in any mortgage or other evidence of obligation, to the rights and covenants herein described shall be sufficient to create and reserve such rights and covenants to the respective assignees or mortgagees of such fee interest as fully and completely as though said rights and covenants were fully recited and set forth in their entirety in any such document.
30. Construction. The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.
31. Time of the Essence. Time is of the essence of this Agreement and each provision hereof. All time periods set forth in this Agreement shall be measured in calendar days unless otherwise indicated.
32. Good Faith of Parties and Cooperation. Except for any matter as expressly stated to be in the sole discretion of a party, in the performance of this Agreement the parties agree that each shall act in good faith and shall not act arbitrarily, capriciously, or unreasonably in withholding or delaying any approval required by this Agreement. The Developer and the Town shall cooperate fully in all matters relating to the Development and shall promptly respond to all

requests for information by the other, including furnishing all documents and services relating thereto reasonably required by the other in connection with the Development or the Utility Work. The Developer shall promptly respond to all reasonable requests for information necessary or appropriate to enable the Town to perform its duties hereunder.

33. Force Majeure. Except as set forth in Section 16, and as set forth in Section 1 of the Alternate Funding Agreement, all periods of time in this Agreement are subject to this Section 33. Neither the Town nor the Developer, as the case may be, shall be considered in default of its obligations under this Agreement in the event of enforced delay due to (a) causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemy, acts of the federal, state or local government, acts of the other party, acts of third parties, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of any contractor, subcontractor or materialmen due to such causes, nuclear radiation, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), declaration of national emergency, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental authority on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting any portion of the Development (whether permanent or temporary) by any public, quasi-public or private entity except as contemplated by this Agreement; (b) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an “Order”) which adversely affects the construction or completion of the Development (except for actions of the Town specifically permitted under this Agreement), or the suspension, termination, interruption, denial, or failure of renewal (collectively, a “Failure”) of issuance of any permit, license, consent, authorization, or approval necessary to the construction or completion of the Development, unless it is shown that such Order or Failure is the result of the grossly negligent, willful or intentional action or inaction of the party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a party of Force Majeure; (c) the denial of an application, failure to issue, or suspension, termination, delay or interruption (collectively, a “Denial”) in the issuance or renewal of any permit, approval or consent required or necessary in connection with the construction or completion of the Development, if such Denial is not also the result of a grossly negligent act or omission or willful violation by the party; provided that the contesting in good faith or the failure in good faith to contest any such Denial shall not constitute or be construed or deemed as such a wrongful or grossly negligent act or omission on the part of the party; (d) the failure of any contractor, subcontractor or supplier to furnish services, materials or equipment in connection with the construction of the Development if such failure is caused by Force Majeure as defined herein, if and to the extent, and only so long as the party claiming the delay is not reasonably able, after using commercially reasonable efforts, to obtain substitute services, materials or equipment of comparable quality and cost; (e) without limiting the foregoing, but only with respect to excusing the Developer’s performance hereunder, any action or inaction of the Town, its elected officials, officers, agents, agencies, departments, committees or commissioners which action is reasonably required by law and which unreasonably delays the Developer’s ability to comply with any

requirement set forth by this Agreement; (f) bankruptcy, insolvency or similar action, or any foreclosure or other exercise of remedies of any lender with respect to any contractor, subcontractor or supplier of the Developer; and (g) failure of the Commonwealth of Massachusetts to fund the MassWorks grant and release funds to the Town (collectively, “Force Majeure”). Except as set forth in Section 16, and as set forth in Section 1 of the Alternate Funding Agreement, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the enforced delay; provided that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after such party knows of any such enforced delay, first notify the other parties of the specific delay in writing and claim the right to an extension for the period of the enforced delay; provided, however, that either party’s failure to notify the other party of an event constituting Force Majeure shall not alter, detract from or negate its character as a Force Majeure event if such event of enforced delay was not known or reasonably discoverable by such party.

34. Further Assurances. At any time and from time to time, each party hereto agrees, upon the written request of the other party, to execute and, if required, acknowledge and record, all such amendments hereto or other documents as may be reasonably be required to effectuate the intents and purposes of this Agreement.

35. No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Town and the Developer, nor shall either party be liable for any debts incurred by the other party in the conduct of its business or affairs, nor shall either party be deemed the agent or representative of the other party for any purpose or in any manner under this Agreement.

36. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same agreement, binding on the parties.

37. Non-liability of Town Officials and Employees, Members and Partners of the Developer. No elected official, officer, representative, agent, attorney or employee of the Town shall be personally liable to the Developer, its successors or assigns, in the event of any default or breach by the Town or for any amount which may become due to the Developer or its successors or assigns or with respect to any obligation of the Town under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of the Developer under this Agreement shall be limited to the owner from time to time of the Premises, and shall not be extended to or enforceable against any of the individuals who are shareholders, members, managers, partners, officers, directors, employees, agents, attorneys or representatives of the Developer or any of the Developer’s affiliates.

38. Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

39. Exhibits. All Exhibits attached to this Agreement are incorporated into and made an integral part of this Agreement for all purposes by this reference.

40. Site Plan Review Modification. The Developer agrees that this Agreement may become a part of and be integrated into any Site Plan Review Modification issued by the Town of Ashland Planning Board.

41. Economic Impacts. The Developer agrees to contract with RKG Associates to update their report entitled "Technical Memorandum" dated August 13, 2013. The purpose is to update the potential fiscal impacts of future development proposals within the RTD District as they may be proposed by the current owner of the remaining property, Megunko LLC, or a designated third party developer. This updated memorandum shall generally use the same format as the existing memorandum, but include as a baseline the development of Lot 1 for apartments as presently contemplated by the Developer. The Developer agrees to commence this study no later than January 15, 2016, with a completion target date of April 15, 2016. In addition to updating the report to reflect the actual planned development for Lot 1, the memorandum will analyze three different development scenarios, each to a level of detail similar to that described in the existing report.

42. Relationship to Original Development Covenant. The Town and Developer acknowledge that the Premises are subject to the Original Development Covenant, as amended. To the extent the Original Development Covenant, as amended, is applicable to Lot 1, the Developer's compliance with this Agreement shall be deemed to be the Developer's compliance with the Original Development Covenant, as amended. The Developer's receipt of an approved site plan review, and Developer's compliance with any approved site plan review, shall be deemed to be compliance with the provisions of the Original Development Covenant, as amended, that pertain to the subject matter of the approved site plan review. To the extent the terms and conditions of the Original Development Covenant, as amended, apply to the Original Developer or land other than the Premises, they shall be deemed not to apply to the Developer or the Premises. So long as Developer is in compliance with this Agreement, any inconsistencies between the Original Development Covenant, as amended, and this Agreement, shall be resolved in favor of this Agreement.

IN WITNESS WHEREOF, this instrument is sealed and delivered as of the 24 day of  
Septm, 2015.

Town  
Board of Selectmen

Carl H. Kelly Carl H. Kelly

Robert Schon Robert Schon

Yolanda Alvarez Yolanda Alvarez

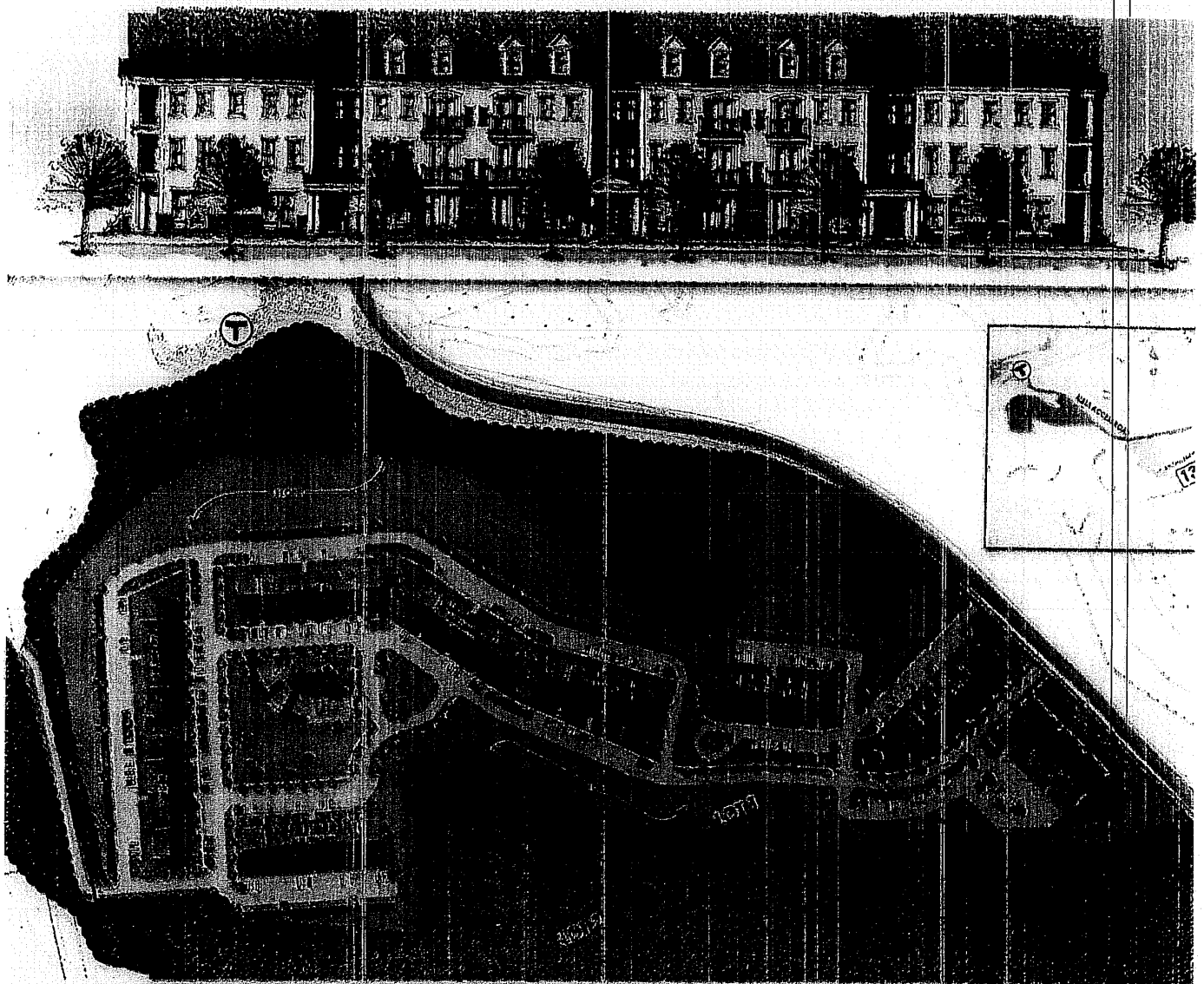
Joseph J. Mazzanti Jr. JOSEPH MAZZANTI JR.

Steven Mitchell

Developer  
Campanelli Acquisition Partners II LLC

Daniel R. DeMarco  
Daniel R. DeMarco Its Manager

EXHIBIT A  
PREMISES AND CONCEPT PLAN



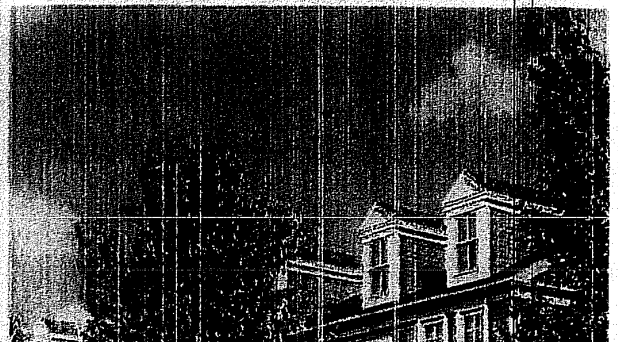
**ot 1 Ashland Rail Transit District Conceptual Site Plan**  
98 For Rent Apartments

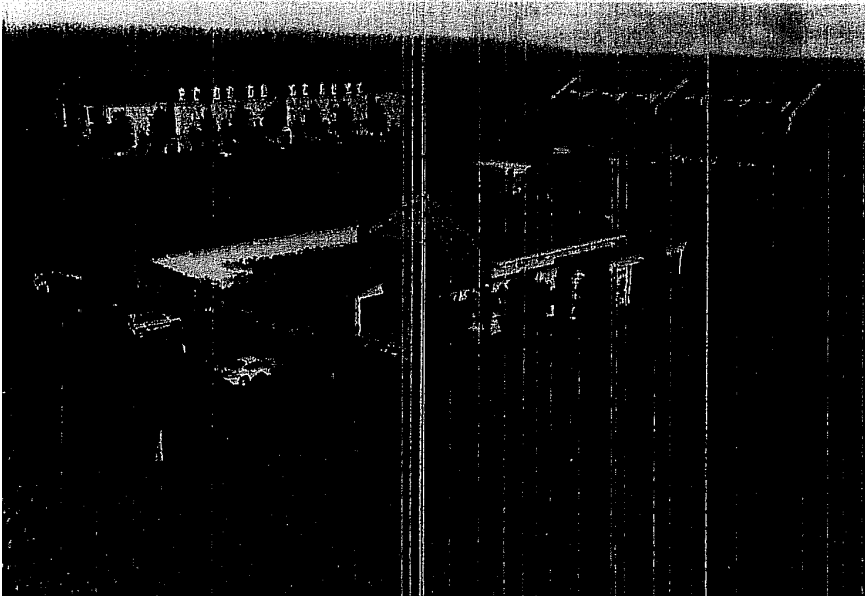
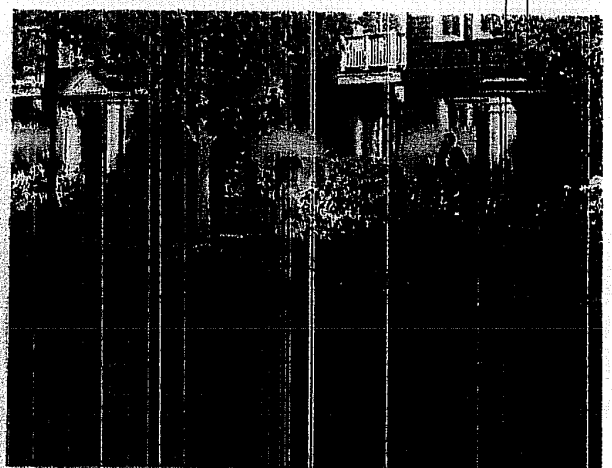
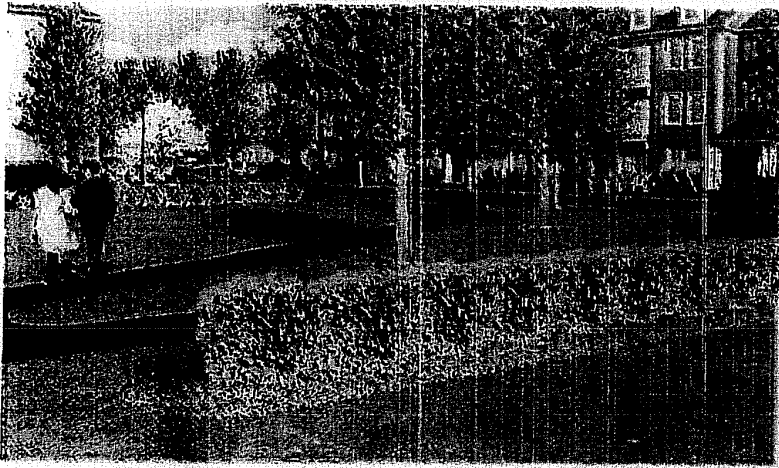
  Thoradike Development 

April 23, 20



  Thoradike Development





Campanelli Thorndike Development

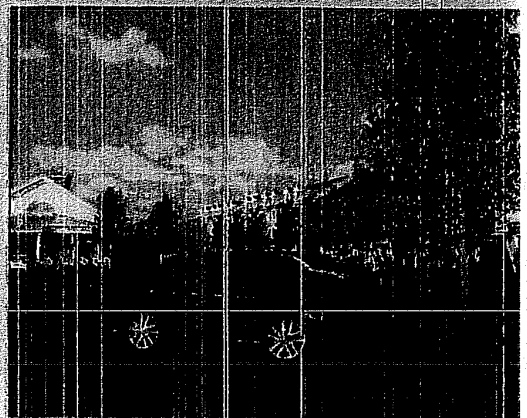
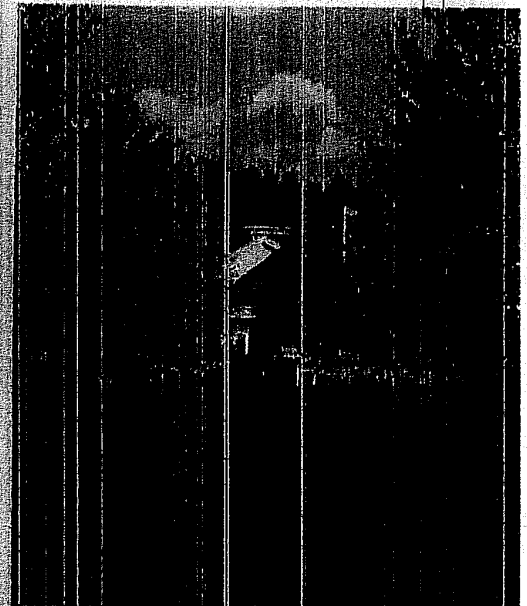
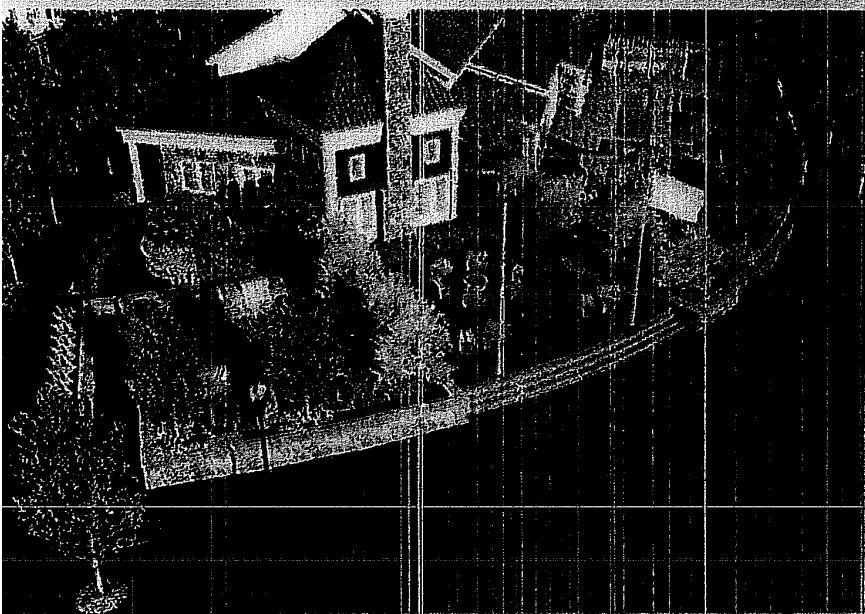


EXHIBIT B  
NOTICE OF DEVELOPMENT AGREEMENT

**NOTICE OF DEVELOPMENT AGREEMENT**

THIS NOTICE OF DEVELOPMENT AGREEMENT (this “Notice”) is executed as of the \_\_\_\_ day of September, 2015 by and between Campanelli Acquisition Partners II LLC, a Massachusetts limited liability company, One Campanelli Drive, Braintree, MA 02184, and the Town of Ashland, 101 Main Street, Ashland MA 01721, by and through its Board of Selectmen.

1. The signatories to this Notice are parties to a certain Development Agreement dated as of \_\_\_\_\_, 2015, as it may be amended from time to time (the “Agreement”), which concerns a certain parcel of property of approximately 30.1226 acres +/- as more particularly described in Exhibit A, which is attached hereto and made a part hereof.
2. The signatories wish to provide public notice of the Agreement by recording this Notice.
3. A true, complete and correct copy of the Notice may be obtained from the Town Clerk of the Town of Ashland, 101 Main Street, Ashland, MA 01721.

[Signatures follow on next page]

IN WITNESS WHEREOF, this instrument is sealed and delivered as of the 24 day of Sept, 2015.

Town of Ashland  
Board of Selectmen

Campanelli Acquisition Partners II LLC

Carl Hakansson Carl Hakansson

Danny R. DeMara  
Its Manager

Robert Scher Robert Scher

Volanda Greaves Volanda Greaves

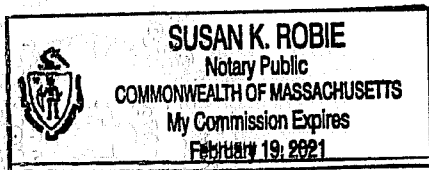
Joseph J. Magnani Jr. JOSEPH MAGNANI JR.

Steven Mitchell

Commonwealth of Massachusetts

County of Middlesex

On this 24<sup>th</sup> day of September 2015, before me, the undersigned notary public, personally appeared Carl Hakansson, Robert Scher, Volanda Greaves, Joseph Magnani Jr. Steven Mitchell, as the Board of Selectmen of the Town of Ashland, a Massachusetts municipal corporation, proved to me through satisfactory evidence of identification, which was a Drivers License, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the Board of Selectmen of the Town of Ashland.



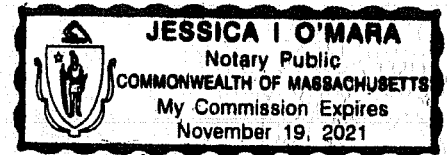
Susan K. Robie  
Notary Public:  
My Commission Expires: 2/19/2021

Commonwealth of Massachusetts

County of Plymouth

On this 30<sup>th</sup> day of September, 2015, before me, the undersigned notary public, personally appeared Daniel DeMarco, as the Manager of Campanelli Acquisition Partners II LLC, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the Manager of Campanelli Acquisition Partners II LLC.

Jessica I O'Mara  
Notary Public: November 19 2021  
My Commission Expires:



**EXHIBIT A**  
**TO NOTICE**

**OFF HIGH STREET  
ASHLAND, MASSACHUSETTS**

A certain parcel of land situate in Ashland, Middlesex County, Massachusetts shown as Lot 1 containing 30.1226 ± acres on the plan entitled "Plan of Land in Ashland, MA" prepared for J.P.I Apartment Development, Inc. dated January 8, 2003 prepared by Hancock Survey Associates, Inc. and recorded as Plan 966 on July 28, 2006 at the Middlesex Registry of Deeds, Southern District.

Together with a legal right of access to and from West Union Street (Route 135) over the roadway identified as Parcels A-14, A-15, A-11, A-12, A-10, and A-9 as shown on a plan entitled "Land Acquisition Plan, Town of Ashland, Middlesex County" dated 08/09/00, recorded with said deeds as Plan 1139 (Sheets 1 and 2) of 2000, including the right to install utilities in said roadway and together with the benefit of access rights as set forth in Superior Court Stipulation dated March 10, 2004, a copy of which is recorded in Book 42346, Page 430 but subject to the terms set forth therein.

Together with the benefit of the Access Easement and Agreement between the Massachusetts Bay Transportation Authority and Megunko Transit District, LLC, dated July 18, 2007 and recorded in Book 49910, Page 118.

## 1. PROTOTYPICAL ARCHITECTURE

## PROJECT TEAM

# Schematic Design Set

## 18 September 2015



NOTES:  
THE SCOPE OF THIS SET OF DRAWINGS IS LIMITED TO BUILDING 3, 4, 5, & 6 ONLY. ALL OTHER STRUCTURES SHOWN IN THE DOCUMENTS ARE BY OWNER AND ARE SHOWN FOR REFERENCE ONLY.  
THE SPECIFICATIONS FOR THIS PROJECT FORM AN INTEGRAL PART OF THE CONSTRUCTION DOCUMENTATION, AND ARE TO BE REFERRED TO IN CONJUNCTION WITH THESE DRAWINGS.

## PROJECT EXISTING LOCATION PLAN



## LOCUS PLAN



CUBE 3

COMPASSION DESIGN STUDIOS

10000 W. 10TH AVE. SUITE 100

ARLINGTON, VA 22204-4422

703.516.0000

Ashland

Ashland, MA 01721

Companelli

Ashland, LLC

Project Key

Schematic Design

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11-11-11	100	ASH

Cover Sheet

A-000

**Ashland**  
 Ashland, MA 01721

**Consensusilli  
 Thonobile  
 Ashland, LLC**

**Project Key**



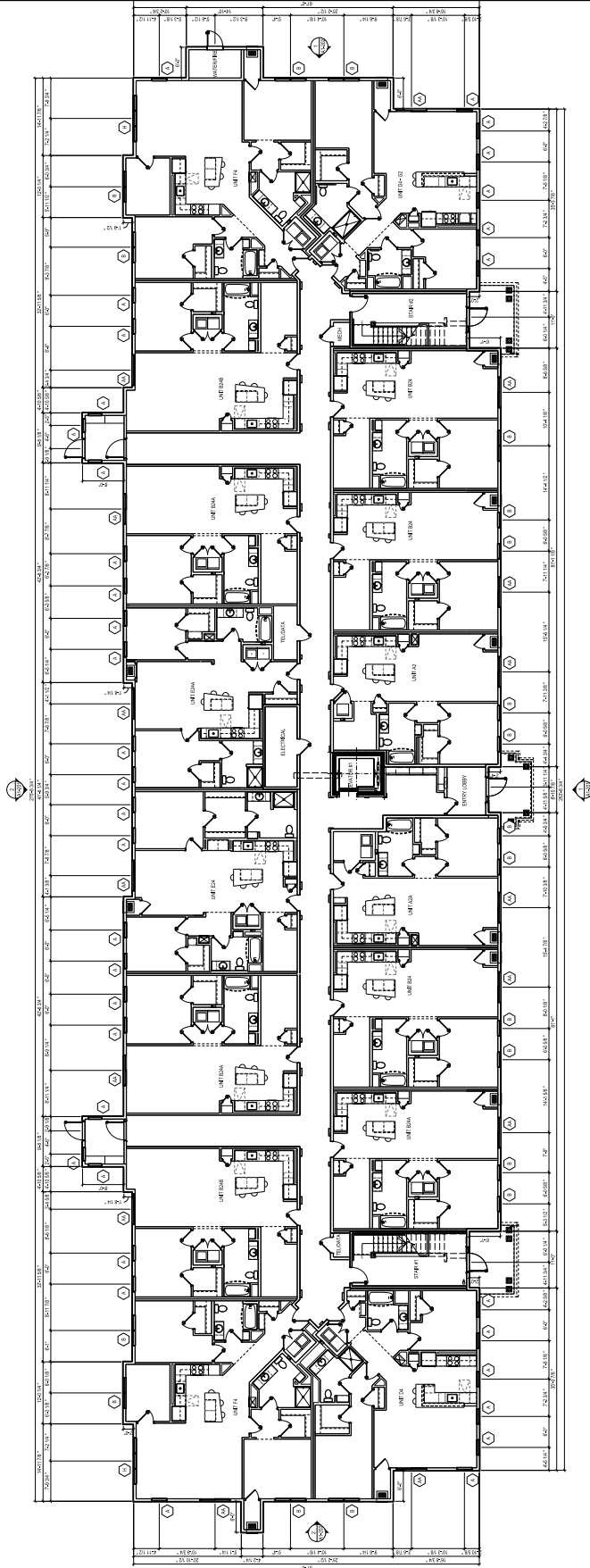
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DATE: 10/1/14  
 DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]  
 DATE: 10/1/14  
 SCALE: 1/8" = 1'-0"

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**Building 1  
 First Floor Plan**

**A1-101**



**First Floor Plan**  
 SCALE: 1/8" = 1'-0"

**Ashland**  
 Ashland, MA 01721

**Campanelli**  
 Campanelli Construction  
 Ashland, LLC

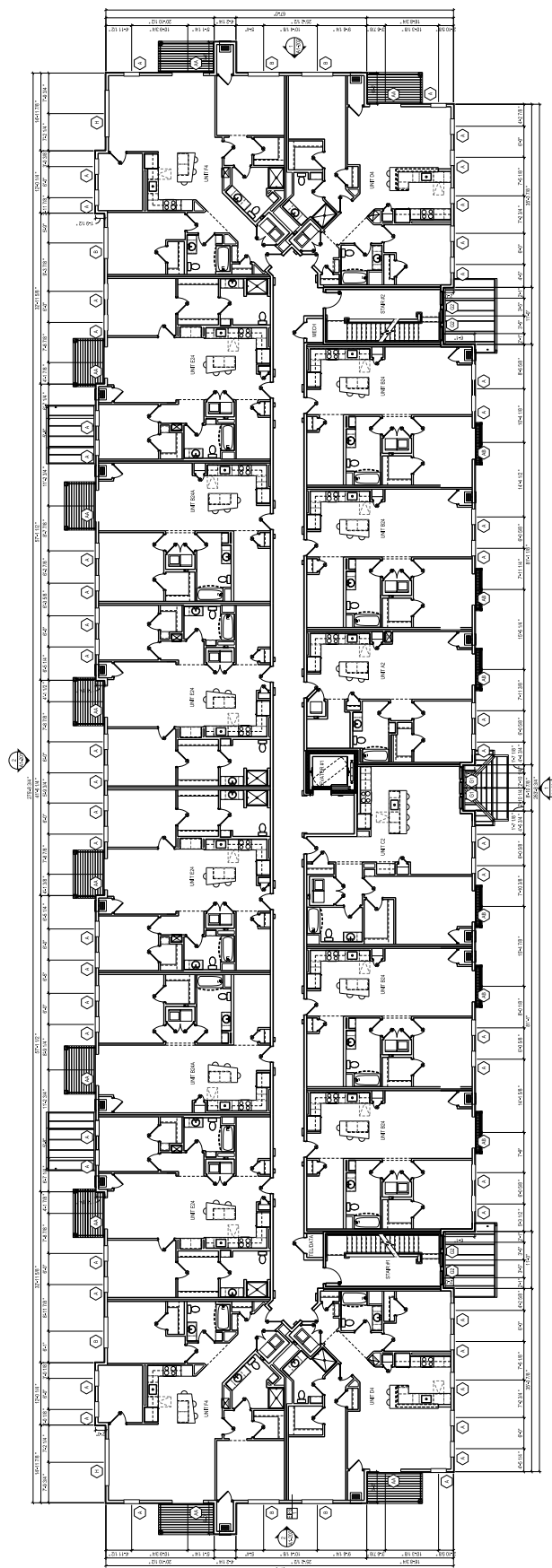


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DATE: 10/1/2019  
 DRAWN BY: A. J. [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: 19-000000-01  
 SHEET NO: 100-0000-01

**Building 1**  
 Second Floor  
 Plan

**A1-102**



Second Floor Plan  
 SCALE: 1/8" = 1'-0"

**Ashland**  
 Ashland, MA 01721

**Consensus  
 Thonike  
 Ashland, LLC**

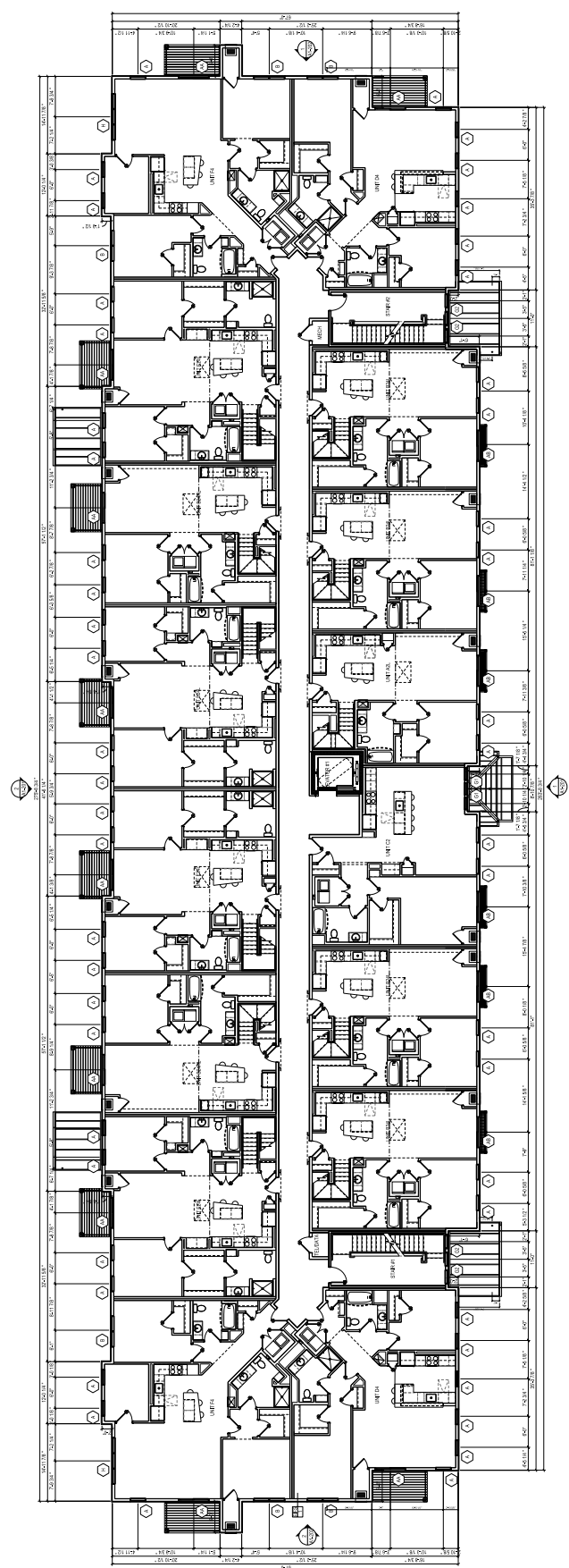


**Schematic Design**

DATE: 10/15/2015  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 150000000  
 SHEET NO.: 103

**Building 1  
 Third Floor  
 Plan**

**A1-103**



**Third Floor Plan**  
 SCALE: 1/8" = 1'-0"

**Ashland**  
 Ashland, MA 01721

**Campanelli**  
 Campanelli Construction  
 Ashland, LLC

Project Key



Schematic Design

DATE: 10/15/2015

BY: [Signature]

PROJECT: 10-00000000

DATE: 10/15/2015

BY: [Signature]

PROJECT: 10-00000000

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BY: [Signature]

PROJECT: 10-00000000

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BY: [Signature]

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PROJECT: 10-00000000

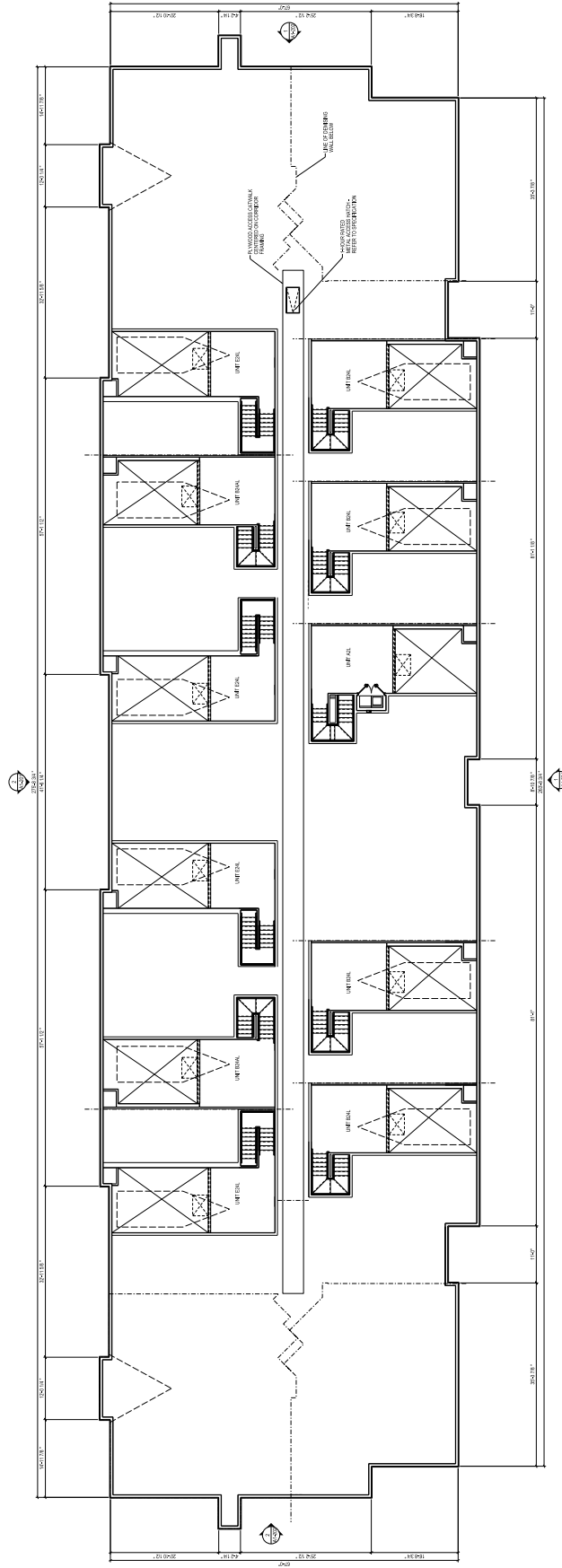
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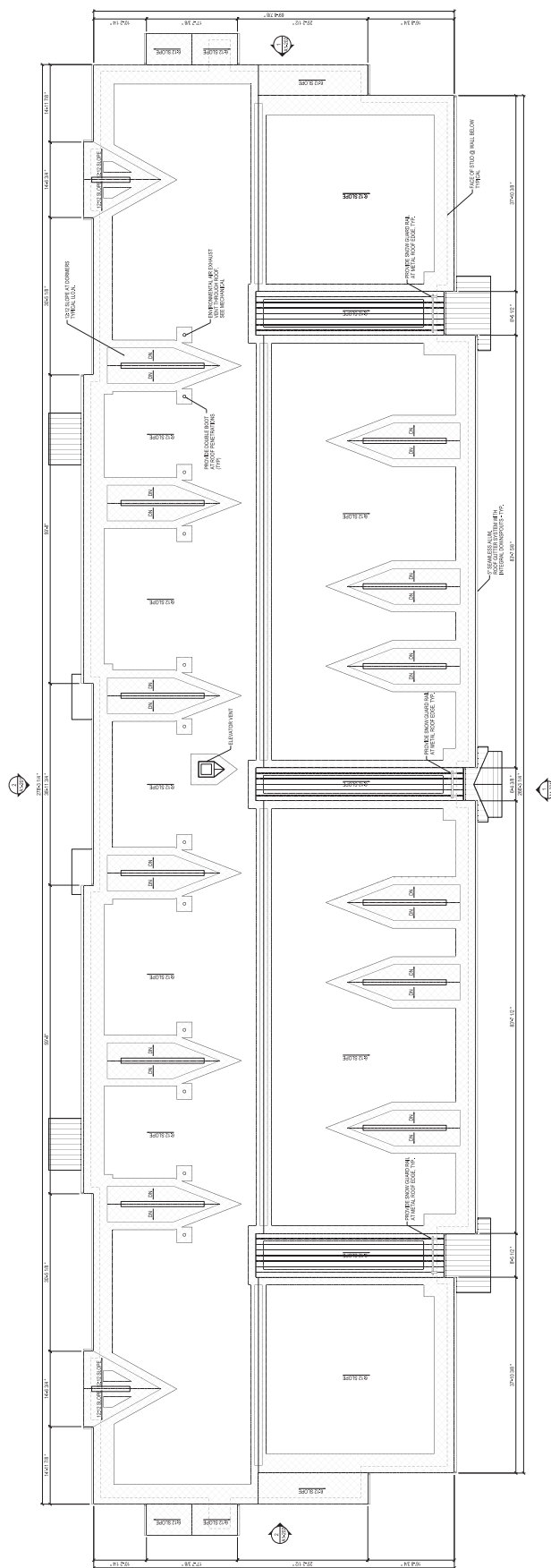
BY: [Signature]

Building 1  
 Attic Floor  
 Plan

**A1-104**

Attic Floor Plan  
 SCALE: 1/8" = 1'-0"





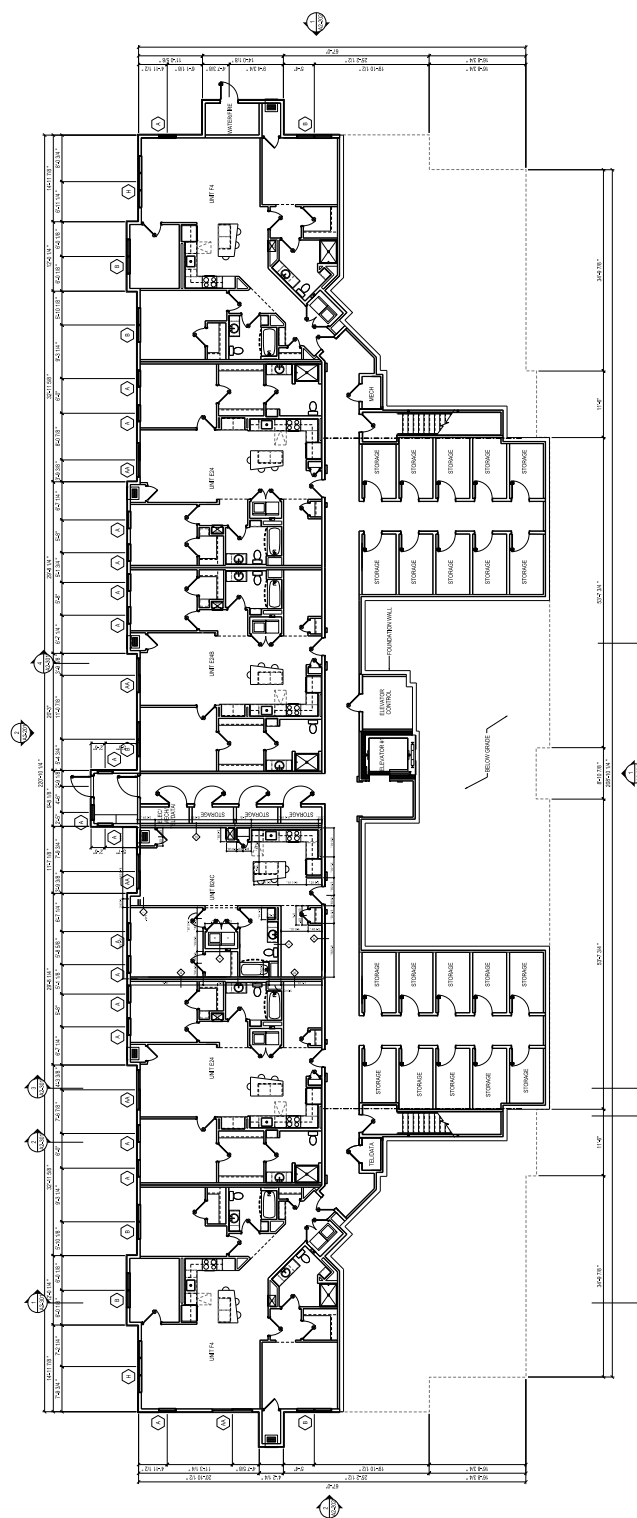
ROOF UNDERLAYMENT KEY:

- SELF-ADHERING SHEET UNDERLAMENT  
INSTALLED ON ROOF SHEATHING, REFER TO  
SPECIFICATION.
- UNDERLAMENT SHALL BE INSTALLED:  
1. 3" MIN. WIDE AT RAISE EDGES  
2. 6" MIN. WIDE AT HANG AND THE RAISE EDGE  
OF EXTERIOR WALLS;  
3. MINIMUM 11 BOLDS ON EACH SIDE OF  
UNDERLAMENT;  
4. CONCRETE JOINTS, SANDY SOIL, ROOF  
OR OTHER PENETRATIONS THROUGH ROOF  
3" ON EACH SIDE OF BOLDS.
- BETWEEN MINIMUM 6" VERTICALLY  
AND SMALLER ON OTHER VERTICAL PROJECTIONS.  
INSTALL SHEET UNDERLAMENT AFTER AND ADHERE TO  
MINIMUM PERMITTED CURE EDGES, FLASHING AND TRIM,  
COMPLETELY VERTICAL, PERMITTANT MANUFACTURERS  
SPECIFICATION AND INSTALLATION INSTRUCTIONS.  
ALL OTHER ROOF AREAS SHALL HAVE A MINIMUM SINGLE  
LAYER OF ASPHALT FLEECE INSTALLED AS UNDERLAMENT.

Roof Plan  
SCALE: 1/8" = 1'-0"







**Garden Level Plan**  
SCALE: 1/8" = 1'-0"

**Ashland**  
 Ashland, MA 01721

**Consensuslli  
 Thrombolite  
 Ashland, LLC**



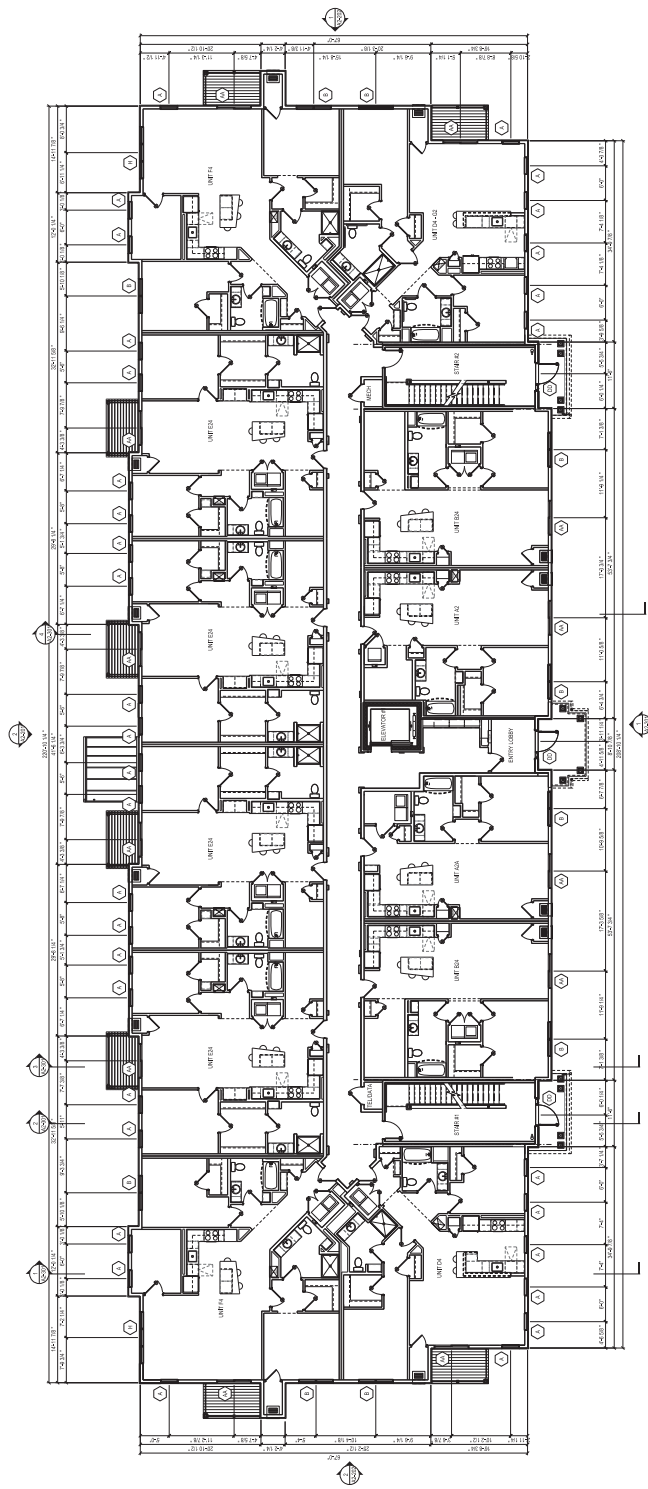
**Schematic Design**

DATE: 10/1/2019  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT NO: 19-001  
 SHEET NO: 102

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**Building 2, 3, 4,  
 5, 6, 7, 8  
 First Floor Plan**

**A2-102**



**First Floor Plan**  
 SCALE: 1/8" = 1'-0"

Ashland

Ashland, MA 01721

Compasselli  
 Thorndike  
 Ashland, LLC

Project Key



Schematic Design

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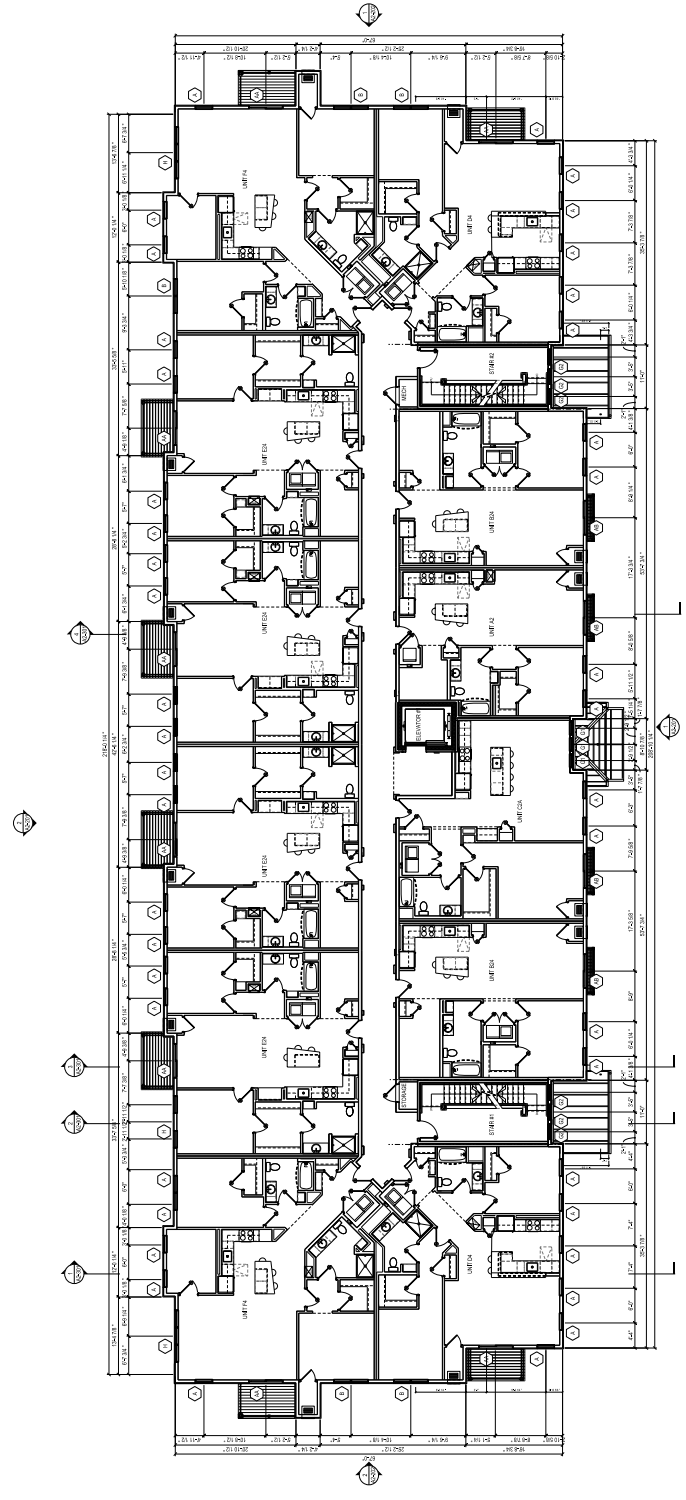
10/10/2013

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Building 2, 3, 4,  
 5, 6, 7, 8  
 Second Floor  
 Plan

A2-103



Second Floor Plan  
 SCALE: 1/8" = 1'-0"

**Ashland**  
 Ashland, MA 01721

**Consensus  
 Thornton  
 Ashland, LLC**



**Schematic Design**

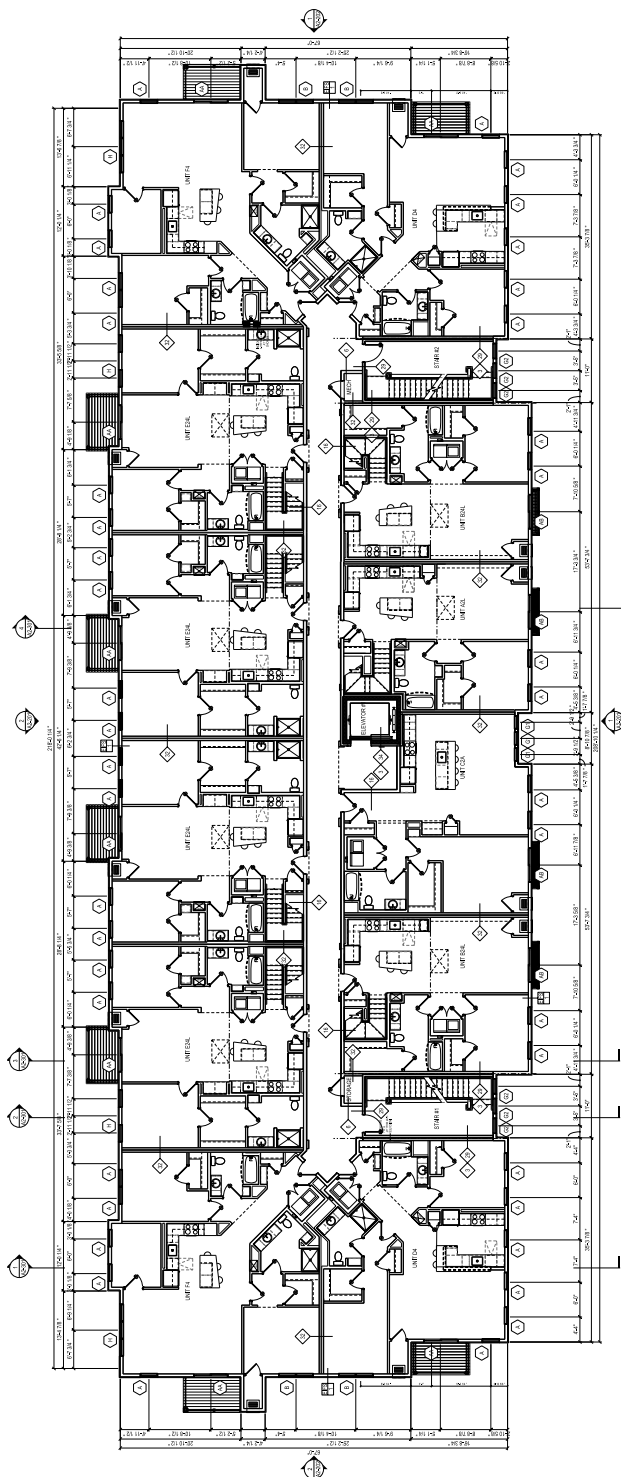
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**Building 2, 3, 4,  
 5, 6, 7, 8  
 Third Floor  
 Plan**

**A2-104**

Third Floor Plan  
 SCALE: 1/8" = 1'-0"





Ashland

Ashland, MA 01721

General  
Contractor  
Ashland, LLC



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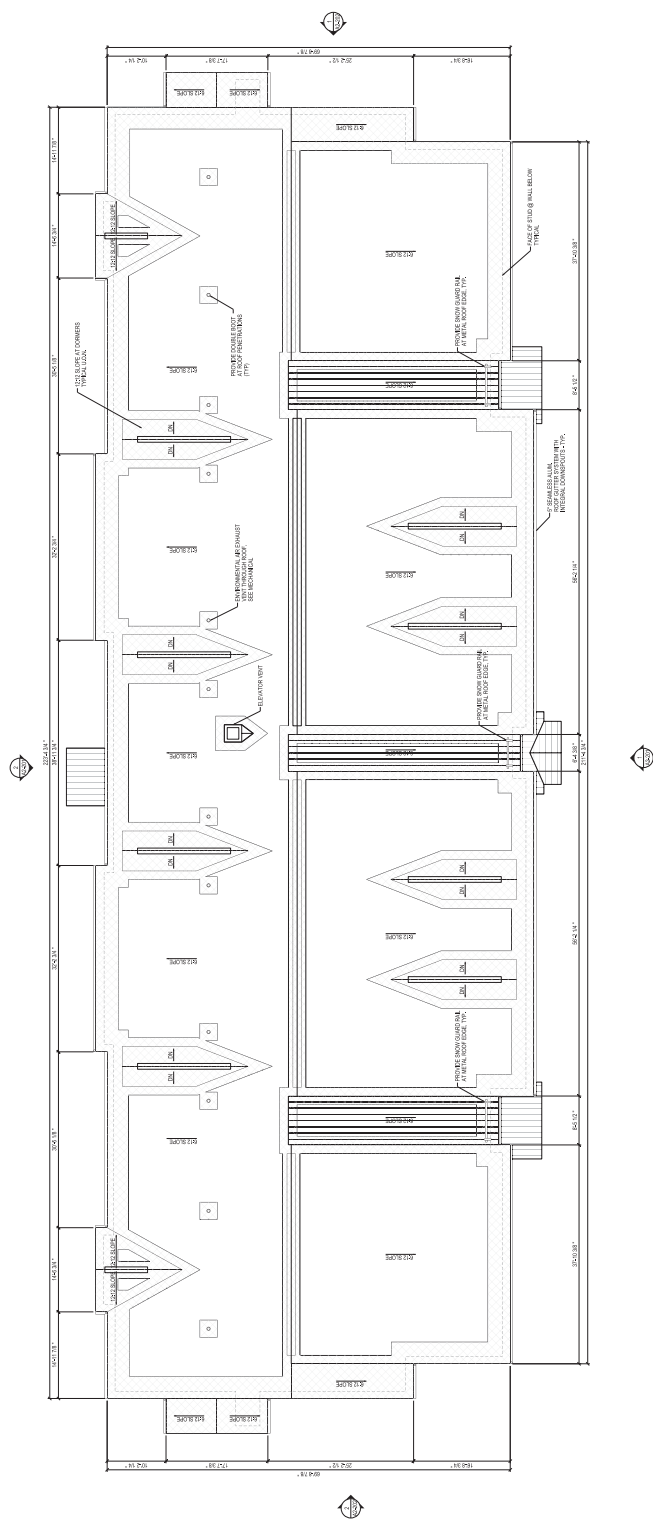
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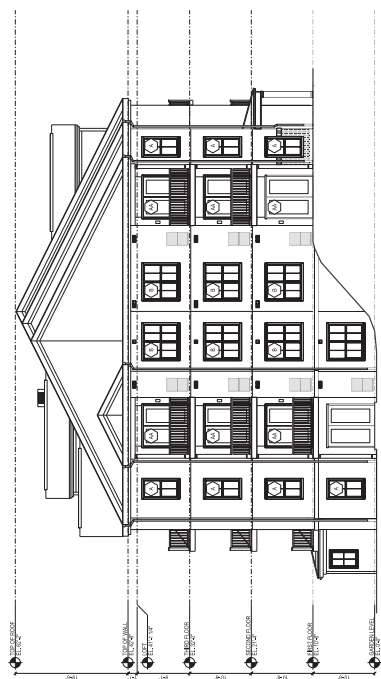


Roof Plan  
SCALE: 1/8" = 1'-0"

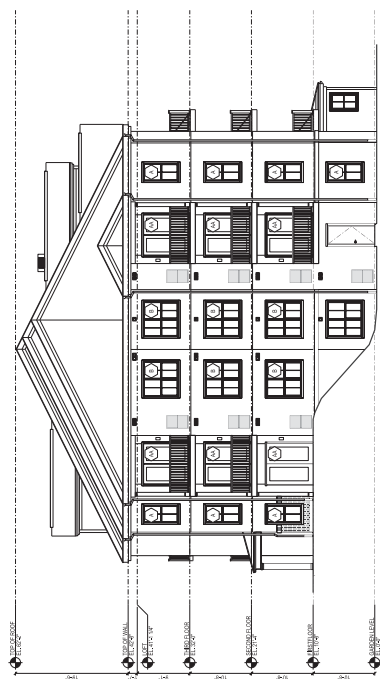
A2-106

Building 2, 3, 4,  
5, 6, 7, 8  
Roof Plan





Left Elevation



Right Elevation  
SCALE: 1/8" = 1'-0"



**Ashland**  
Ashland, MA 01721

**Consensus  
Thompson  
Ashland, LLC**

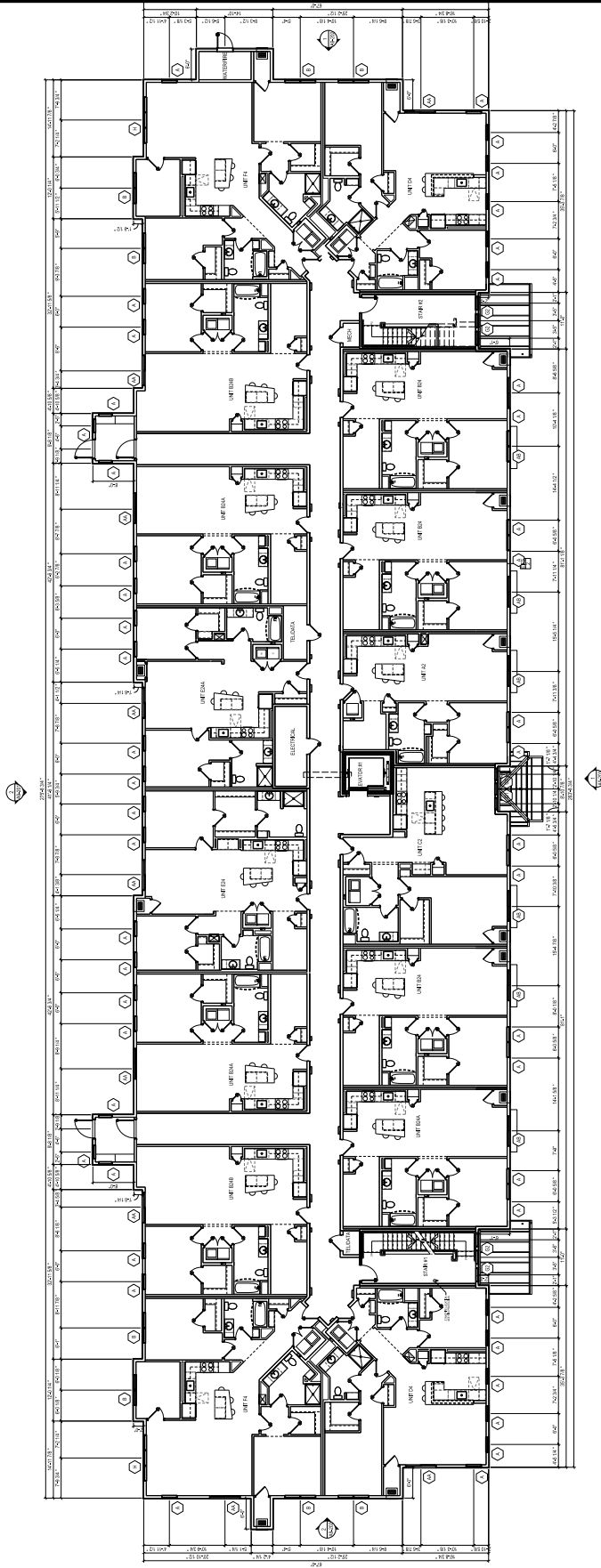


**Schematic Design**

DATE: 10/1/2015  
DRAWN BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
DATE: 10/1/2015

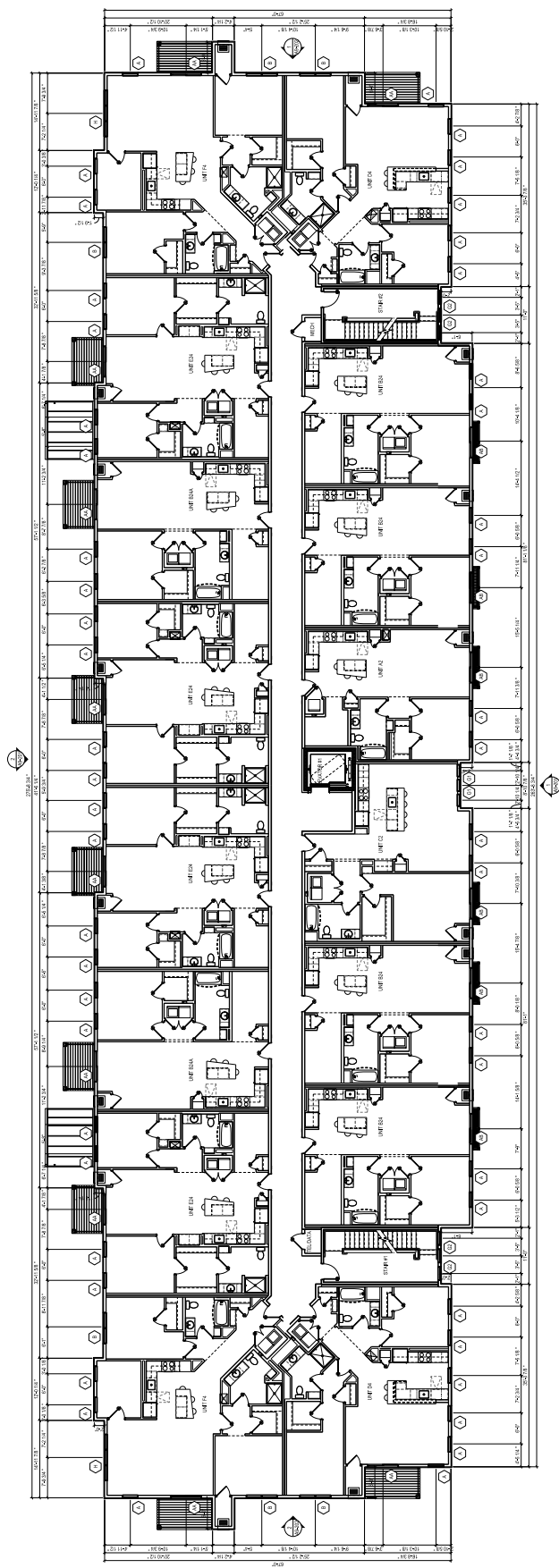
**Building 9  
Second Floor  
Plan**

**A9-102**



**Second Floor Plan**  
SCALE: 1/8" = 1'-0"

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98	10/10/2017	10/10/2017
99	10/10/2017	10/10/2017
100	10/10/2017	10/10/2017



**Third Floor Plan**  
 SCALE: 1/8" = 1'-0"

**Ashland**  
Ashland, MA 01721

**Consensus  
Thompson  
Ashland, LLC**

**Project Key**



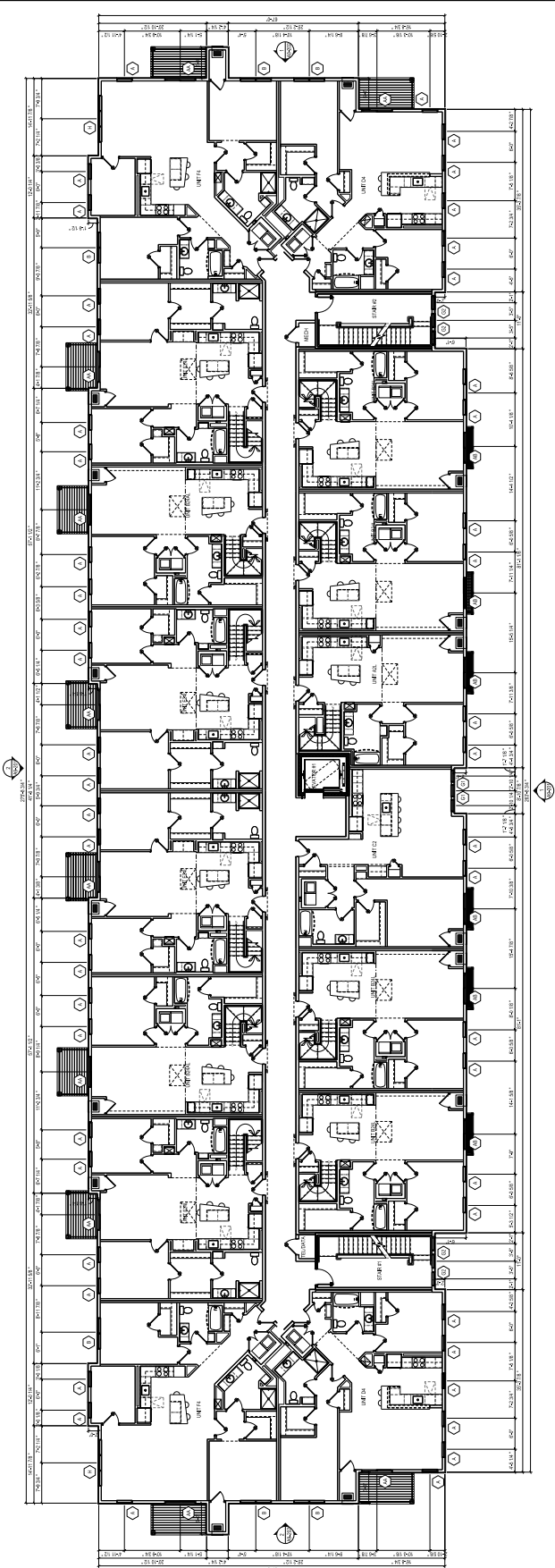
**Schematic Design**

DATE: 10/1/2014  
DRAWN BY: [Redacted]  
CHECKED BY: [Redacted]  
DATE: 10/1/2014  
SCALE: 1/8" = 1'-0"

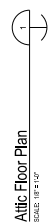
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4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	
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18	REVISION	
19	REVISION	
20	REVISION	

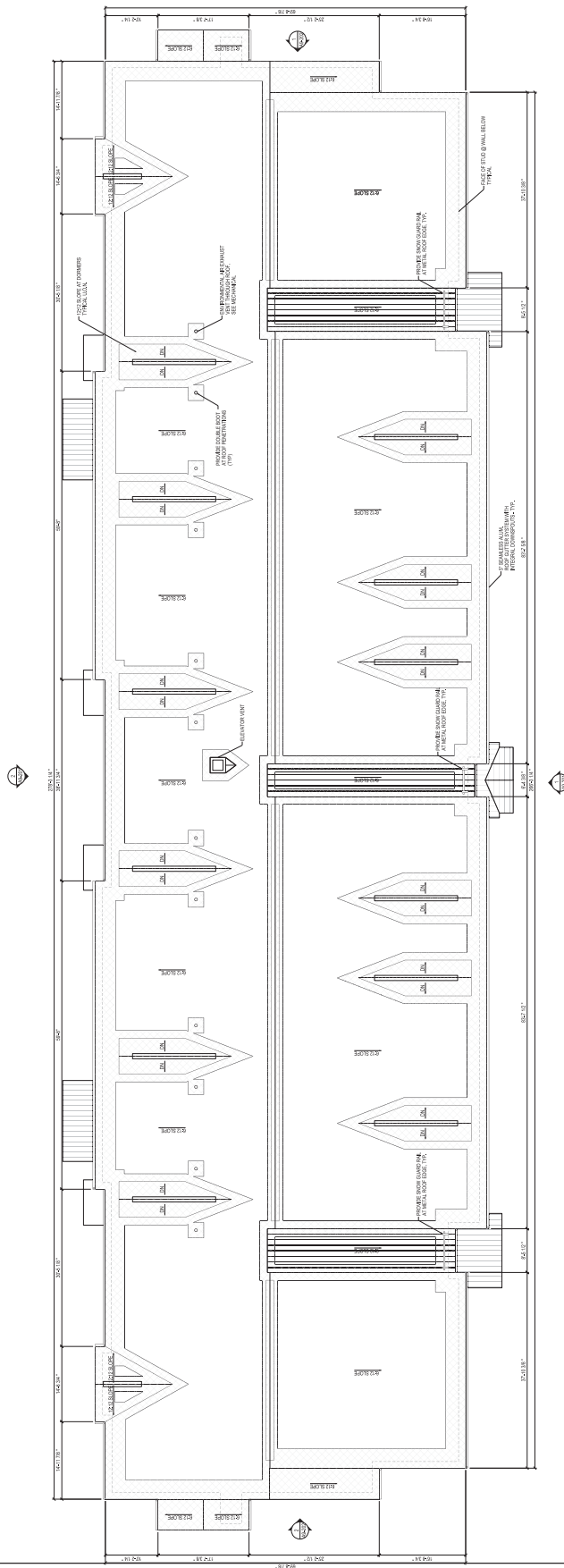
**Building 9  
Fourth Floor  
Plan**

**A9-104**



**Fourth Floor Plan**  
SCALE: 1/8" = 1'-0"





ROOF UNDERLAYMENT KEY:

- SELF-ADHERING SHEET UNDERLAMENT  
 INSTALLATION ON ROOF SHEATHING. REFER TO  
 SPECIFICATIONS.
- UNDERLAMENT SHALL BE INSTALLED:  
 1. OVER ROOF SHEATHING.  
 2. AT LEAST 1" BEYOND THE EDGE OF  
 EXISTING WALLS.  
 3. UNIFORM 1" OVERLAP ON EACH SIDE OF  
 EACH SHEET.  
 4. CONCENTRIC STAPLE, SAMPLING NAIL VENTS  
 ON OTHER PENETRATIONS THROUGH ROOF.  
 5. RETURN MINIMUM 1" VERTICALLY  
 AT ALL JOINTS AND OTHER VERTICAL PROJECTIONS.  
 6. METAL SHEET UNDERLAMENT AFTER AND ADHERE TO  
 METAL FORMER ON EDGES, FLASHING AND TRIM.  
 7. CONFORM TO METAL INSTALLATION MANUFACTURER'S  
 AND INSTALLATION INSTRUCTIONS.  
 8. ALL OTHER ROOF AREAS SHALL HAVE A MINIMUM 1" OVER  
 OF FLASHING TRIM. INSTALL AS INSTRUCTIONS.



**Ashland**  
Ashland, MA 01721

**General/Client**  
Thomson  
Ashland, LLC

**Project Key**

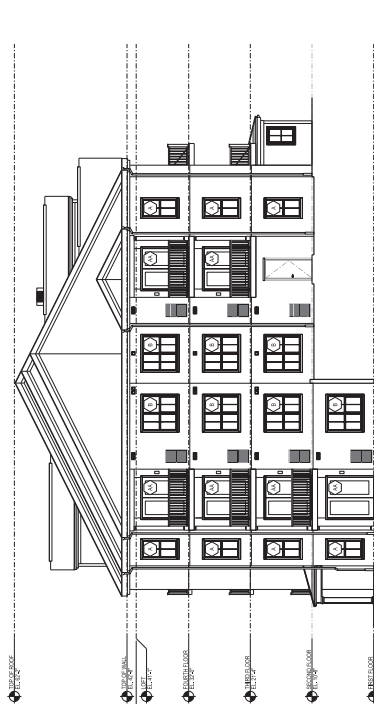
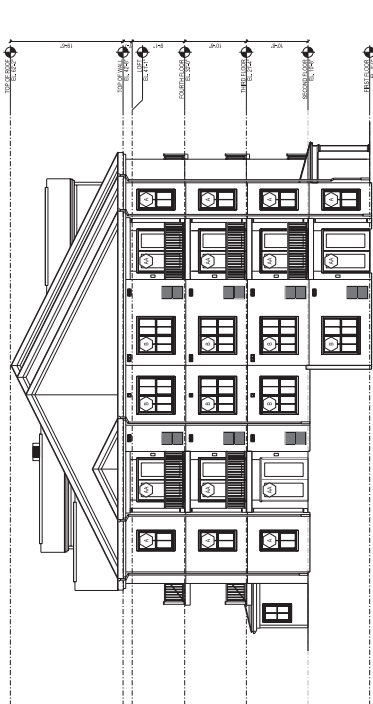
**Schematic Design**

DATE: 08/14/20  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 08/14/20  
PROJECT: [Signature]  
SHEET: 001  
SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION
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48	48. [Blank]
49	49. [Blank]
50	50. [Blank]

**Building 9**  
Elevations

**A9-202**



SITE DEVELOPMENT  
PLANS

FOR

ASHLAND RAIL TRANSIT APARTMENTS  
M.B.T.A. ACCESS ROAD  
ASHLAND, MA

SEPTEMBER 28, 2015

SHEET NO.	DESCRIPTION	SHEET INDEX	LATEST REVISION DATE	CONSTRUCTION REVISIONS
1	COVER SHEET			
2	UTILITY PLAN			
3	EXISTING CONDITIONS PLAN			
4	EXISTING CONDITIONS PLAN			
5	EXISTING CONDITIONS PLAN			
6	LAYOUT PLAN			
7	LANDSCAPE PLAN			
8	GRADING PLAN			
9	GRADING PLAN			
10	GRADING & SWIR PLAN			
11	UTILITY PLAN			
12	UTILITY PLAN			
13	UTILITY PLAN			
14	DETAIL SHEET			
15	DETAIL SHEET			
16	DETAIL SHEET			
17	DETAIL SHEET			
18	LANDSCAPE PLAN (BY OTHERS)			

TRAFFIC CONSULTANT  
MDM TRANSPORTATION CONSULTANTS, INC.  
28 LORD ROAD, SUITE 280  
MARLBOROUGH, MA 01752

LANDSCAPE ARCHITECT  
RYAN ASSOCIATES  
144 MOODY STREET, BUILDING 4  
WALTHAM, MA 02453

ENVIRONMENTAL CONSULTANT  
ECOTEC, INC.  
102 GROVE STREET  
WORCESTER, MA 01605

OWNER:  
ROBERT GAYNER  
P.O. BOX 300  
ALTON, NH 03809

APPLICANT:  
CAMPANELLI ACQUISITIONS II LLC.  
C/O CAMPANELLI COMPANIES  
10 CAMPANELLI DRIVE  
BRAINTREE, MA 02184

CIVIL ENGINEERS:  
KELLY ENGINEERING GROUP, INC.  
0 CAMPANELLI DRIVE  
BRAINTREE, MA 02184



David Noel  
Kelly  
163812  
-04-00

LOCATION MAP

THIS DOCUMENT IS THE PROPERTY OF KELLY ENGINEERING GROUP, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KELLY ENGINEERING GROUP, INC. COPYRIGHT © 2015 KELLY ENGINEERING GROUP, INC. ALL RIGHTS RESERVED.

David Noel  
163812  
-04-00

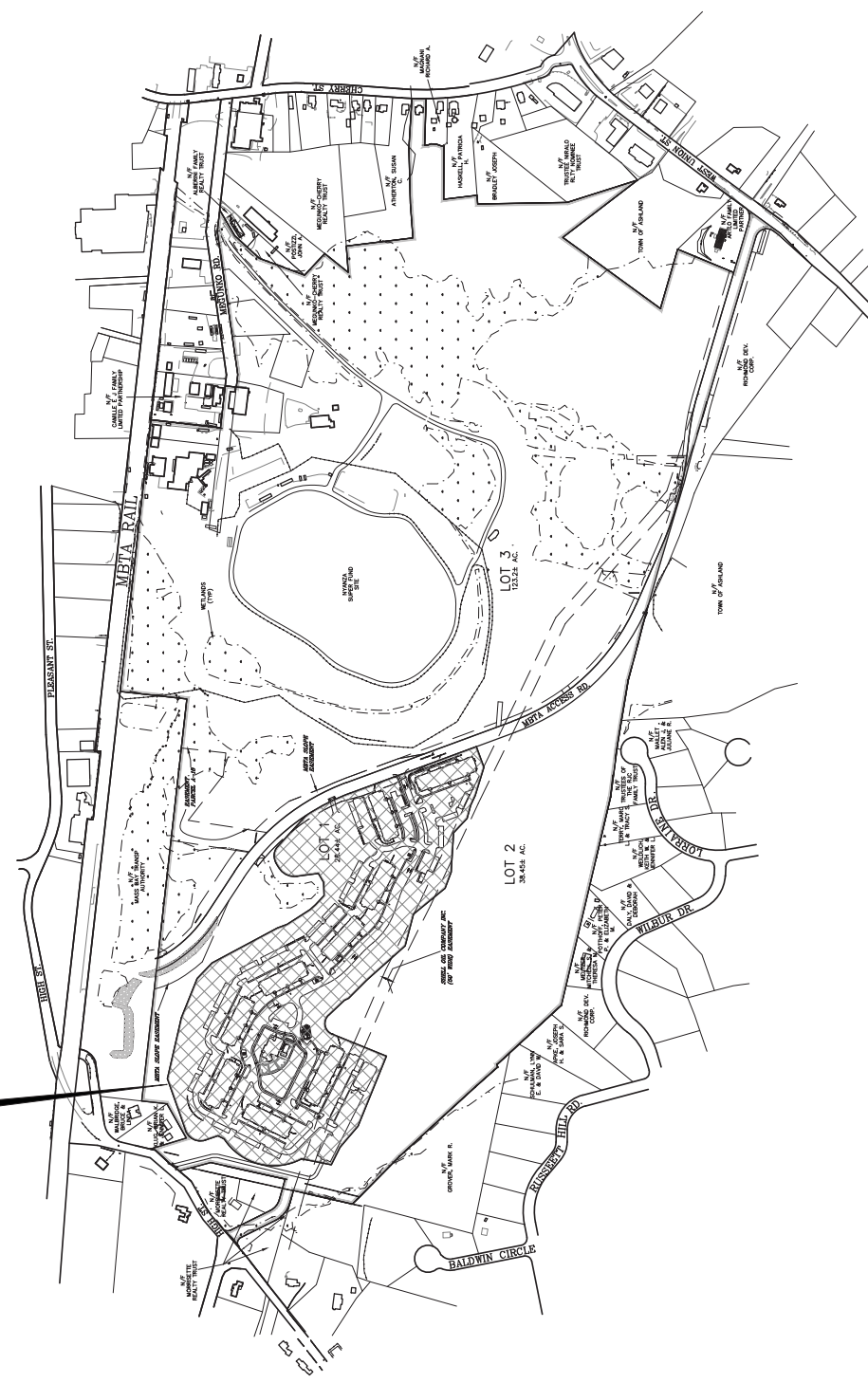
SCALE  
AS SHOWN  
DATE  
10/1/15  
SHEET  
1 OF 17  
DRAWN BY  
DAN  
CHECKED BY  
DAN  
PROJECT NO.  
163812-000

M.B.T.A. ACCESS ROAD  
ASHLAND, MA  
KELLY ENGINEERING GROUP, INC.  
CIVIL ENGINEERS  
0 CAMPANELLI DRIVE  
BRAINTREE, MA 02184  
PHONE 781 843 4333 FAX 781 843 4008

SHEET NO.  
**1**



SUBJECT LOT



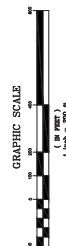
EXISTING LEGEND	
—	ADJACENT
—	EDGE OF WETLANDS
—	WETLANDS
—	PROPERTY LINE
—	ZONE LINE

PLAN REFERENCES:  
 1. ASHLAND RAIL TRACSS APARTMENTS BY ALLEN & MASON, INC., 15, 2004  
 2. TOPOGRAPHIC PLAN OF LAND IN ASHLAND MA, JEFFERSON AT ASHLAND L.P.  
 3. PARCEL SURVEY, INC. REVISED APRIL 13, 2007

NOTES:  
 1. SUBJECT PARCEL IS LOT 1 AND A PORTION OF LOT 2 OF THE SITE PLAN FOR JEFFERSON AT ASHLAND APARTMENTS SHOWN ON THE TOWN OF ASHLAND ASSESSORS MAP B LOT 106  
 2. THE PROJECT IS LOCATED IN THE RAIL TRACSS "E" ZONING DISTRICT.  
 3. THE PROJECT SHOWN HEREIN REPRESENTS A MODIFICATION TO THE SITE PLAN FOR JEFFERSON AT ASHLAND APARTMENTS STATION DATED JUNE 15, 2008

David Noel Kelly  
 20150505  
 100357 04007

SCALE	DATE	REV	DATE	REVISION	BY
AS SHOWN	05/05/15	1	05/05/15	REVISION	BY
SHEET	2 OF 17				
PROJECT NO.	2004-000-000				
PROJECT NAME	ASHLAND RAIL TRACSS APARTMENTS				
LOCATION	ASHLAND, MASSACHUSETTS				
DESIGNER	KELLY ENGINEERING GROUP, INC.				
OWNER	ASHLAND RAIL TRACSS APARTMENTS				
APPROVED BY	DAVID NOEL KELLY				
DATE	05/05/15				
PROJECT NO.	2004-000-000				
PROJECT NAME	ASHLAND RAIL TRACSS APARTMENTS				
LOCATION	ASHLAND, MASSACHUSETTS				
DESIGNER	KELLY ENGINEERING GROUP, INC.				
OWNER	ASHLAND RAIL TRACSS APARTMENTS				
APPROVED BY	DAVID NOEL KELLY				
DATE	05/05/15				



GRAPHIC SCALE  
 1 inch = 100 ft.  
 (1:12,500)

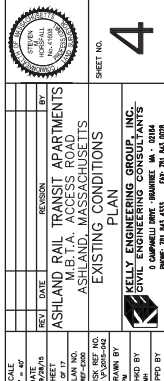
ALL INFORMATION ON THIS PLAN IS BASED ON THE RECORDS OF THE TOWN OF ASHLAND, MASSACHUSETTS, AND THE RECORDS OF THE TOWN OF ASHLAND, MASSACHUSETTS. THE TOWN OF ASHLAND, MASSACHUSETTS, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION ON THIS PLAN. THE TOWN OF ASHLAND, MASSACHUSETTS, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION ON THIS PLAN. THE TOWN OF ASHLAND, MASSACHUSETTS, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION ON THIS PLAN.

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PROJECT NO. 2004-000-000  
 PROJECT NAME: ASHLAND RAIL TRACSS APARTMENTS  
 LOCATION: ASHLAND, MASSACHUSETTS  
 DESIGNER: KELLY ENGINEERING GROUP, INC.  
 OWNER: ASHLAND RAIL TRACSS APARTMENTS  
 APPROVED BY: DAVID NOEL KELLY  
 DATE: 05/05/15

SHEET NO. 2



[illegible][illegible]









EXISTING LEGEND	
1	EXISTING ROAD
2	EXISTING DRAIN
3	EXISTING MANHOLE
4	EXISTING LINE
5	EXISTING PUMP
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PROPOSED LEGEND	
1	PROPOSED ROAD
2	PROPOSED DRAIN
3	PROPOSED MANHOLE
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100	PROPOSED PUMP

NOTES:  
1. ALL STRUCTURE INSETS ARE LISTED WITH OUTLET  
FIRST FEET CLOSURE ADJACENT STRUCTURE.

SCALE

DATE

BY

REVISION

1" = 100'

2015.09.29

Kelly

2015.09.29

ASHLAND RAIL TRAILS APARTMENTS

ASHLAND RAIL TRAILS ROAD

ASHLAND, MASSACHUSETTS

GRADING

PLAN

KELLY ENGINEERING GROUP, INC.

CIVIL ENGINEERING CONSULTANTS

100 STATE STREET, SUITE 200

ASHLAND, MA 01921

PHONE: 781.643.4533 FAX: 781.643.8085

8

SHEET NO.



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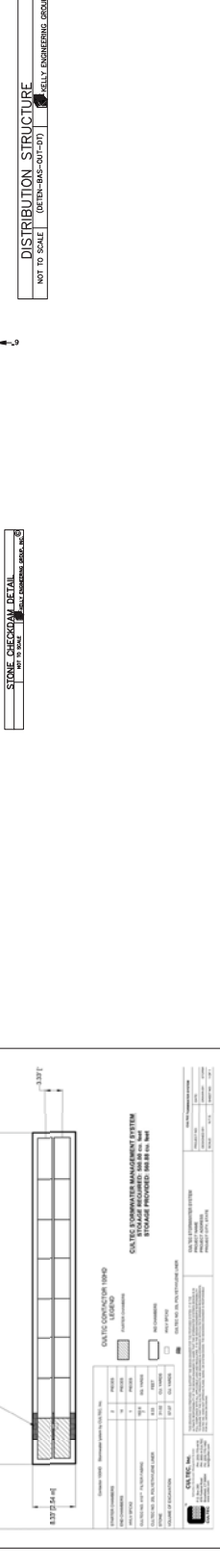
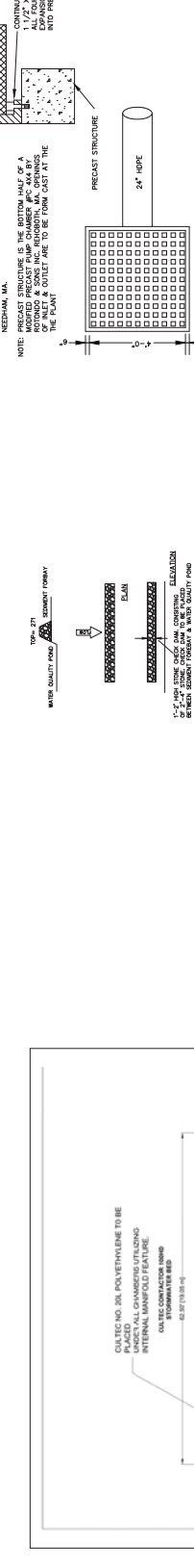
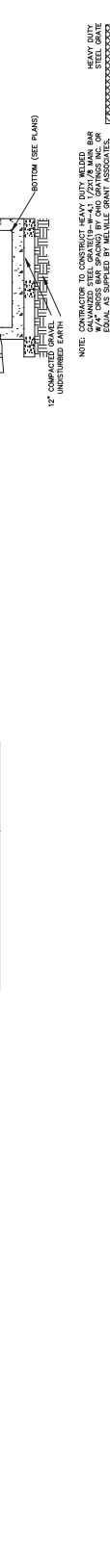
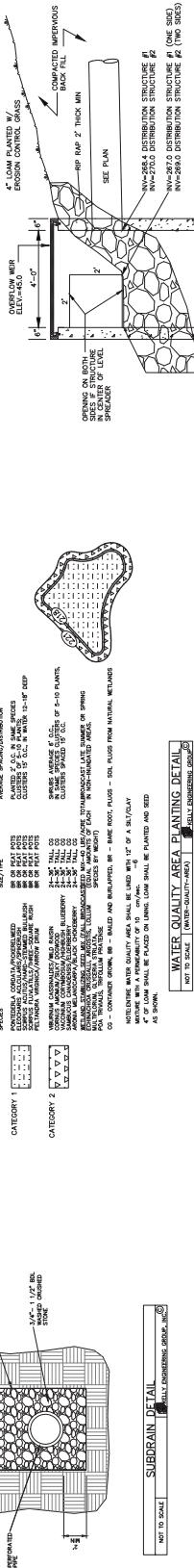
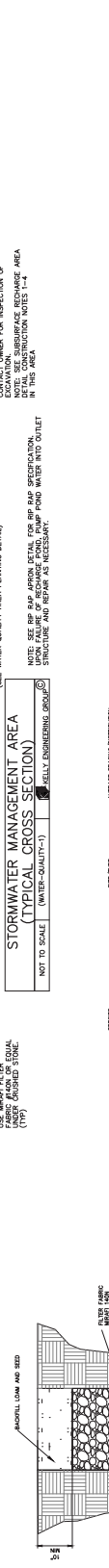
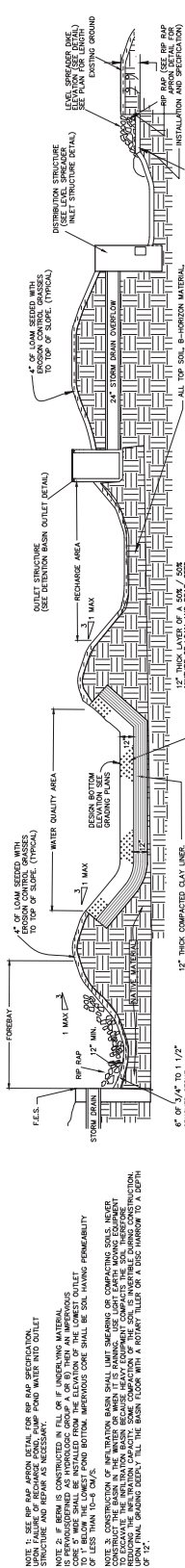














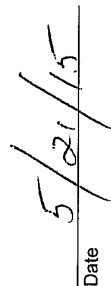
May 21, 2015

To The Planning Board and  
Conservation Commission  
0 MBTA Access Road  
Megunko Transit District LLC  
Abutters To Map 13 Parcel 152

PARCEL ID	PCL ADDRESS	OWNER	NAME	MAILING ADDRESS	CITY/TOWN	STATE	ZIP
014/013.0-0023-0000.0	29 HIGH ST	GARCIA DAVID R	LOUISE M GARCIA	29 HIGH ST	ASHLAND	MA	01721
014/013.0-0024-0000.0	65 HIGH ST	NORFOLK FREDERICK J JR	REGINA M NORFOLK	65 HIGH ST	ASHLAND	MA	01721
014/013.0-0118-0000.0	0 HIGH ST	MASS BAY TRANSP AUTHORITY		TEN PARK PLAZA	BOSTON	MA	02116
014/013.0-0138-0000.0	0 MBTA ACCESS RD	MEGUNKO TRANSIT DISTRICT LLC		PO BOX 300	ALTON	NH	03809
014/013.0-0154-0000.0	0 MBTA ACCESS RD	ASHLAND RTD APARTMENTS LLC		12 STANDISH LN	WINCHESTER	MA	01890
014/013.0-0155-0000.0	0 HIGH ST REAR	GROVER MARK R		120 HIGH ST	ASHLAND	MA	01721
014/013.0-0156-0000.0	7 BALDWIN CIRCLE	BLACK STEPHEN D	KATZENBERG BARBARA	7 BALDWIN CIRCLE	ASHLAND	MA	01721
014/013.0-0157-0000.0	11 BALDWIN CIRCLE	GRUSZKA CHRISTOPHER G	CHERYL A GRUSZKA	11 BALDWIN CIRCLE	ASHLAND	MA	01721
014/013.0-0160-0000.0	0 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0161-0000.0	0 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0162-0000.0	0 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0163-0000.0	34 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0164-0000.0	30 HIGH ST	KLUG BRIAN K	JENNIFER L KLUG	30 HIGH ST	ASHLAND	MA	01721
014/013.0-0165-0000.0	26 HIGH ST	WALBRIDGE LINDA	BRUCE WALBRIDGE	26 HIGH ST	ASHLAND	MA	01721

The above reflects the latest information available on our records.

  
Richard E. Ball, M.A.A.  
Assistant Assessor

  
Date 5/21/15

14 abutters/parcels

PARCEL ID	PCL ADDRESS	OWNER	NAME	MAILING ADDRESS	CITY/TOWN	STATE	ZIP
014/012.0-0154-0000.0	12 RAMBLEWOOD DR	MCINTYRE JOHN M	LESLIE A MCINTYRE	12 RAMBLEWOOD DR	ASHLAND	MA	01721
014/012.0-0155-0000.0	16 RAMBLEWOOD DR	HARDY ERINE E	JOHN A HARDY	16 RAMBLEWOOD DR	ASHLAND	MA	01721
014/012.0-0190-0000.0	106 HIGH ST	FRITZ AMY E		106 HIGH ST	ASHLAND	MA	01721
014/013.0-0024-0000.0	65 HIGH ST	NORFOLK FREDERICK J JR	REGINA M NORFOLK	65 HIGH ST	ASHLAND	MA	01721
014/013.0-0118-0000.0	0 HIGH ST	MASS BAY TRANSP AUTHORITY		TEN PARK PLAZA	BOSTON	MA	02116
014/013.0-0138-0000.0	0 MBTA ACCESS RD	MEGUNKO TRANSIT DISTRICT LLC		PO BOX 300	ALTON	NH	03809
014/013.0-0152-0000.0	0 MBTA ACCESS RD	ASHLAND RTD APARTMENTS LLC		12 STANDISH LN	WINCHESTER	MA	01890
014/013.0-0155-0000.0	0 HIGH ST REAR	GROVER MARK R		120 HIGH ST	ASHLAND	MA	01721
014/013.0-0156-0000.0	7 BALDWIN CIRCLE	BLACK STEPHEN D	KATZENBERG BARBARA	7 BALDWIN CIRCLE	ASHLAND	MA	01721
014/013.0-0157-0000.0	11 BALDWIN CIRCLE	GRUSZKA CHRISTOPHER G	CHERYL A GRUSZKA	11 BALDWIN CIRCLE	ASHLAND	MA	01721
014/013.0-0159-0000.0	98 HIGH ST	STEEVES FREDERICK J	JANICE M STEEVES	98 HIGH ST	ASHLAND	MA	01721
014/013.0-0160-0000.0	0 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0161-0000.0	0 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0162-0000.0	0 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0163-0000.0	34 HIGH ST	MORRISETTE R & HARTMANN L &	TRUSTEES OF THE MORRISETTE REA	34 HIGH ST	ASHLAND	MA	01721
014/013.0-0164-0000.0	30 HIGH ST	KLUG BRIAN K	JENNIFER L KLUG	30 HIGH ST	ASHLAND	MA	01721
014/013.0-0165-0000.0	26 HIGH ST	WALBRIDGE LINDA	BRUCE WALBRIDGE	26 HIGH ST	ASHLAND	MA	01721
014/019.0-0043-0000.0	16 RUSSET HILL RD	WILKINSON ALYSE B	PAUL K WILKINSON	16 RUSSET HILL RD	ASHLAND	MA	01721
014/019.0-0044-0000.0	20 RUSSET HILL RD	KRUMHOLZ DAVID B	COHEN-KRUMHOLZ SHARON	20 RUSSET HILL RD	ASHLAND	MA	01721
014/019.0-0045-0000.0	24 RUSSET HILL RD	FOGAREN PETER B	TERESA FOGAREN	24 RUSSET HILL RD	ASHLAND	MA	01721
014/019.0-0046-0000.0	28 RUSSET HILL RD	SCHULMAN LYNN E	DAVID W SCHULMAN	28 RUSSET HILL RD	ASHLAND	MA	01721
014/019.0-0047-0000.0	32 RUSSET HILL RD	APKE JOSEPH H	SARA S APKE	32 RUSSET HILL RD	ASHLAND	MA	01721
014/019.0-0048-0000.0	38 WILBUR DR	TASCIONE RICHARD L	ELIZABETH G TASCIONE	38 WILBUR DR	ASHLAND	MA	01721
014/019.0-0049-0000.0	42 WILBUR DR	RICHMOND DEV. CORP.		P.O. BOX 539	ASHLAND	MA	01721
014/019.0-0050-0000.0	46 WILBUR DR	MELTZER MITCHELL S	THERESA M MELTZER	46 WILBUR DR	ASHLAND	MA	01721
014/019.0-0051-0000.0	50 WILBUR DR	POTTHOFF PETER P	M ELIZABETH POTTHOFF	50 WILBUR DR	ASHLAND	MA	01721
014/019.0-0052-0000.0	54 WILBUR DR	DALY DAVID	DEBORAH DALY	54 WILBUR DR	ASHLAND	MA	01721
014/019.0-0053-0000.0	58 WILBUR DR	SOLTYS STEPHEN N	HOLLY M SOLTYS	58 WILBUR DR	ASHLAND	MA	01721
014/019.0-0054-0000.0	62 WILBUR DR	KUANG WO XI	JANE KUANG	62 WILBUR DR	ASHLAND	MA	01721
014/019.0-0055-0000.0	15 LORRAINE DR	WEIDLICH KEITH W	JENNIFER L WEIDLICH	15 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0056-0000.0	11 LORRAINE DR	TERRY MARC L	TRACY S TERRY	11 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0057-0000.0	7 LORRAINE DR	ALMEIDA RAYMOND J JR & SUSAN	TRUSTEES OF THE RJC FAMILY TRU	7 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0060-0000.0	87 WEST UNION ST	TOWN OF ASHLAND	MIDDLE SCHOOL	101 MAIN ST	ASHLAND	MA	01721
014/019.0-0140-0000.0	79 PENNOCK RD	MORRISSEY MICHAEL	MARIBETH MORRISSEY	79 PENNOCK RD	ASHLAND	MA	01721
014/019.0-0141-0000.0	80 PENNOCK RD	WILSON BENNETT W & ALLISON L	TRUSTEES PENNOCK ROAD REALTY	80 PENNOCK RD	ASHLAND	MA	01721
014/019.0-0150-0000.0	18 LORRAINE DR	SHEEHAN TERRENCE	PATRICIA BUSCH SHEEHAN	18 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0151-0000.0	12 LORRAINE DR	POMERANTZ STEVEN M	DEBRA L POMERANTZ	12 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0152-0000.0	8 LORRAINE DR	ROMANO SCOTT J	LAPAGLIA LAUREN	8 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0153-0000.0	4 LORRAINE DR	MAILLET ALAN J	JULIANE R MAILLET	4 LORRAINE DR	ASHLAND	MA	01721
014/019.0-0197-0000.0	41 WILBUR DR	DANA PETER H	TEIBER VIRGINIA S	41 WILBUR DR	ASHLAND	MA	01721

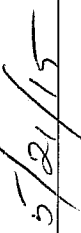
May 21, 2015

To The Planning Board and  
Conservation Commission  
0 MBTA Access Road  
Megunko Transit District LLC  
Abutters To Map 13 Parcel 154

PARCEL ID	PCL ADDRESS	OWNER	NAME	MAILING ADDRESS	CITY/TOWN	STATE	ZIP
014/019.0-0198-0000.0	49 WILBUR DR	DZIUBECK THOMAS R	DAWNA J DZIUBECK	49 WILBUR DR	ASHLAND	MA	01721
014/019.0-0199-0000.0	53 WILBUR DR	CHIN PETER Y & PATRICE P	TRUSTEES 53 WILBUR DRIVE REALT	53 WILBUR DR	ASHLAND	MA	01721

The above reflects the latest information available on our records.

  
Richard E. Ball, M.A.A.  
Assistant Assessor

  
Date

40 abutters/parcels

