

**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 An Order of Conditions was issued on December 11, 2007 which will be superseded by an amended Order of Conditions based on this decision and revised plans.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 Depth = 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 Ala

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 Bla

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

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 A-231 - Building Type 3 Elevations  
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 A-233 - Building Type 3 Enlarged Rear Elevation  
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 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-Vo.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 Chruschiel, 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 Chrusciel, 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. Zambarnardi, 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

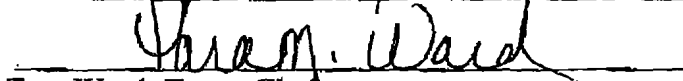
Approved as to Form on:

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