

## TOWN OF LAKEVILLE **MEETING POSTING** & AGENDA

Town Clerk's Time Stamp received & posted:

48-hr notice effective

when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	Planning Board		
Data 9 Time of Maratin			
Date & Time of Meeting:	Thursday, October 27, 2022 at 7:00 p.m		
Location of Meeting:	Lakeville Police Station 323 Bedford Street, Lakeville, MA 02347		
Clerk/Board Member posting notice:	Cathy Murray		

Cancelled/Postponed to:	_ (circle one)
Clerk/Board Member Cancelling/Postponing:	

#### Revised A G E N D A

- 1. Public Hearing #1 (7:05) To amend the Zoning By-Law Section 7.0, Special Regulations, Sub-section 7.4 Special Permits, and add 7.4.4.1 Planning Board Associate Member with a description and specific details regarding the position to follow.
- 2. Public Hearing #2 (7:10) To amend the Zoning By-Law Section 2.0, Definitions, and add a definition for "Reusable Materials or Equipment". It will also include how such materials may be stored.
- 3. Public Hearing #3 (7:15) To amend the Zoning By-Law Section 4.0, Use Regulations by adding to Sub-section 4.1.2 Business Uses, "Licensed Junk Dealers" which will be allowed in the Business Zone.
- 4. Public Hearing #4 (7:20) To amend the Zoning By-Law Section 7.0, Special Regulations, Sub-section 7.5, Mixed Use Development District Regulations by making various amendments to Sub-section 7.5.1, Title and Purpose, Sub-section 7.5.3, Permitted Principal Uses, Sub-section 7.5.5.2, Buffer Zones, Subsection 7.5.5.3, Lot Coverage for Office and R & D Uses, Sub-section 7.5.5.7, Site Plan Approval, and Sub-section 7.5.5.8:
- 5. Discuss and review of the Lakeville State Hospital Development Agreement.
- 6. Presentation on the proposed Revitalization of the Lakeville State Hospital.
- 7. Site Plan Review 310 Kenneth W. Welch Drive, continued TAC VEGA MA Owner, LLC Site Plan Review with a request for a density bonus of 70%.
- 8. Site Plan Review 156 Rhode Island Rd., continued T. Sikorski Realty, LLC applicant
- 9. Approve the September 8, 2022, Meeting Minutes
- 10. Review correspondence
- 11. Next meeting... November 10, 2022 at the Lakeville Police Station
- 12. Any other business that may properly come before the Planning Board.
- 13. Adjourn

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Planning Board arise after the posting of this agenda, they may be addressed at this meeting

#### Town of Lakeville

PLANNING BOARD 346 Bedford Street Lakeville, MA 02347 774-776-4350



# NOTICE OF PUBLIC HEARING LEGAL NOTICE

The LAKEVILLE PLANNING BOARD will hold Public Hearings pursuant to the Town of Lakeville Zoning Bylaw and M.G.L. Ch. 40A §5 on **THURSDAY**, **October 27**, **2022** at 7:00 **PM** at the Lakeville Police Station Meeting Room. The purpose of the Public Hearings is to provide the public with an opportunity to comment on proposed amendments to the Lakeville Zoning Bylaw as follows:

#### 7:05 P.M. Public Hearing #1

The Article would **Amend** Section 7.4 to create the position of Associate Planning Board Member as authorized by G.L. c. 40A, §9 and **add**:

#### 7.4.4.1 Planning Board Associate Member

There shall be one Associate Member, recommended by the Planning Board and appointed annually by the Select Board for a one-year term. The Chair may designate the associate member to sit on the Board for purposes of acting on special permit applications in the case of absence, inability to act, or conflict of interest on the part of any member of the Planning Board or in the event of a vacancy on the Board.

#### 7:10 P.M. Public Hearing #2

This Article would Amend the Lakeville Zoning By-Law, by **Adding to Section 2.0 Definitions:** 

**Reusable Materials or Equipment:** Used yard maintenance equipment, tools, car parts, construction materials, metal, furniture, (excluding farm equipment).

On residential property, outdoor storage of Reusable Materials or Equipment shall be kept in one area and shall not exceed 500 sq. ft. The storage area shall be screened from view from the street and abutting properties. No Reusable Materials or Equipment shall be stored in any front yard, whether screened or not.

#### 7:15 P.M. Public Hearing #3

This Article would Amend the Lakeville Zoning By-Law, Section 4.0 Use Regulations by:

#### Adding to Section 4.1.2 Business Uses

	R	$\mathbf{B}$	I	I-B
Licensed junk dealers				
(Pursuant to the Town of Lakeville				
General Bylaws)	N	Y	N	N

Licensed junk dealers will be allowed (Y) only in the Business Zoning District

#### 7:20 P.M. Public Hearing #4

This Article would Amend the Lakeville Zoning By-Law by modifying the following sections

- 1. Section 7.5.1 (Title and Purpose) to delete the words "each as in effect as of June 16, 2003" in the second sentence of the last paragraph thereof.
- 2. Amend Section 7.5.3 (Permitted Principal Uses) to add a new Subsection (6) as follows: "6) Warehouse, Offices or Facilities for Distributing Merchandise."
- 3. Amend Section 7.5.5.2 (Buffer Zones) to delete the existing text thereof and replace it with the text as follows: "Developments in the Mixed Use Development District shall be subject to Section 5.2.5 of this Bylaw notwithstanding underlying zoning districts. The provisions of Section 5.2.5 of this Bylaw shall not apply to zoning boundaries internal to the Mixed Use Development District."
- 4. Amend Section 7.5.5.3 (Lot Coverage for Office and R&D Uses) to replace the existing Section with the following: "Lot Coverage—For all office; warehouse, offices or facilities distributing merchandise; and R&D uses located in the Mixed Use Development District, a maximum of 60% of the upland area of the lot may be covered by structures, parking and paved areas.
- 5. Amend Section 7.5.5.7 (Site Plan Approval) to insert the following at the end thereof: ", provided that the Planning Board may grant exemptions from the provisions in Section 6.7.7 as set forth and based on the factors in the introductory paragraph to such Section or based on the type of structure proposed in the Mixed Use Development District."
- 6. Amend Section 7.5.5.8 to add a new sentence at the end thereof as follows: "Notice of the public hearing shall be provided as required by M.G.L. c. 40A s. 11."

The proposed amendments to the Zoning Bylaw may be viewed at the Lakeville Town Clerk's office in Town Hall, 346 Bedford Street, Lakeville, MA 02347 by appointment only. Amendments are also available for review on the Planning Department page of the Town website.

Planning Board Members
Mark Knox, Chairman
Peter Conroy, Vice-Chair
Jack Lynch
Michele MacEachern
Nora Cline
October 13, 2022 & October 20, 2022



To see if the Town will vote to amend the Town of Lakeville Zoning By-Law, Section 7.4 to create the position of Associate Planning Board Member as authorized by G.L. c. 40A, §9 and add:

#### 7.4.4.1 Planning Board Associate Member

There shall be one Associate Member, recommended by the Planning Board and appointed annually by the Select Board for a one-year term. The Chair may designate the associate member to sit on the Board for purposes of acting on special permit applications in the case of absence, inability to act, or conflict of interest on the part of any member of the Planning Board or in the event of a vacancy on the Board.



To see if the Town will vote to amend the Lakeville Zoning By-Law, by adding to Section 2.0, Definitions.

Reusable Materials or Equipment: Used yard maintenance equipment, tools, car parts, construction materials, metal, furniture, (excluding farm equipment).

On residential property, outdoor storage of Reusable Materials or Equipment shall be kept in one area and shall not exceed 500 sq. ft. The storage area shall be screened from view from the street and abutting properties. No Reusable Materials or Equipment shall be stored in any front yard, whether screened or not.

To see if the Town will vote to amend the Lakeville Zoning By-Law, Section 4.0, Subsection 4.1.2, Business Uses by adding:

Add to Section 4.1.2 Business Uses

	K	В	1	I-B
Licensed junk dealers				
(Pursuant to the Town of Lakeville				
General Bylaws)	N	Y	N	N



To see if the Town will vote to amend the Town's Zoning By-law Section 7.5, Mixed Use Development District Regulations by modifying the following sections with deletions in strikethrough and additions in red

1. Section 7.5.1 (Title and Purpose) to delete the words "each as in effect as of June 16, 2003" in the second sentence of the last paragraph thereof.

The Mixed-Use Development District is an overlay district superimposed over the underlying district(s). The provisions of the underlying zoning district(s), and the provisions of this By-Law generally, each as in effect as of June 16, 2003,

- 2. Amend Section 7.5.3 (Permitted Principal Uses) to add a new Subsection (6) as follows: 6) Warehouse, Offices or Facilities for Distributing Merchandise.
- 3. Amend Section 7.5.5.2 (Buffer Zones) to delete the existing text thereof and replace it with the text as follows:

7.5.5.2 Buffer Zones - The provisions of Section 5.2.4 of this By Law shall not apply to zoning boundaries internal to the Mixed Use Development District.

"Developments in the Mixed-Use Development District shall be subject to Section 5.2.5 of this Bylaw notwithstanding underlying zoning districts. The provisions of Section 5.2.5 of this Bylaw shall not apply to zoning boundaries internal to the Mixed-Use Development District."

4. Amend Section 7.5.5.3 (Lot Coverage for Office and R&D Uses) to replace the existing Section with the following:

Lot Coverage for Office and R&D Uses—For all office and R&D uses located outside of the Business District, a maximum of 60% of the upland area of the lot may be covered by structures, parking, and paved areas.

"Lot Coverage—For all office; warehouse, offices or facilities distributing merchandise; and R&D uses located in the Mixed-Use Development District, a maximum of 60% of the upland area of the lot may be covered by structures, parking and paved areas.

5. Amend Section 7.5.5.7 (Site Plan Approval) to insert the following at the end thereof:

Site Plan Approval – For the purposes of determining compliance with provisions of the Mixed Use Development District the <u>applicant</u> shall submit a site plan to the Planning <u>Board</u> of the <u>Town</u> of Lakeville, which site plan shall be prepared in accordance with the requirements set forth in Section 6.7 of this By-Law provided that the Planning Board may grant exemptions from the provisions in Section 6.7.7 as set forth and based on the factors in the introductory paragraph to such Section or based on the type of structure proposed in the Mixed Use Development District

6. Amend Section 7.5.5.8 to add a new sentence at the end thereof as follows:

Site Plan review for a project within the Mixed Use Development District shall be conducted as a public hearing, and notice of the hearing shall be given to abutters. Notice of the public hearing shall be provided as required by M.G.L. c. 40A s. 11."

## MEMORANDUM OF AGREEMENT 43 Main Street

Lakeville Assessors Map: 60; Block 007; Lots 001, 001D, 001G, 001I, and 001J

October xx, 2022

This Agreement ("Agreement") is entered into by and between Lakeville Owner LLC, successor in interest to Rhino Capital, LLC (in the Project (defined below), Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas Texas 75219 (hereinafter referred to "Rhino"), with a usual place of business at 139A Charles Street, Boston, MA 02114, and the Town of Lakeville, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at 346 Bedford Street, Lakeville, MA 02347 ("Town"), acting by and through its duly elected Select Board, regarding the proposed warehouse development at 43 Main Street, Lakeville, MA, said property shown on Lakeville's Assessor's map 60; Block 007; Lots 001, 001D, 001G, 001I, and 001J consisting of 49.4 acres more or less ("Property"), with the Developer, Town, and Select Board collectively referred to herein as the "Parties."

WHEREAS, Rhino represents and warrants that it owns the real property, consisting of approximately 49.4 acres of land at 43 Main Street and hereinafter referred to as the "Property"; and

WHEREAS, Rhino wishes to develop a warehouse and distribution center with associated uses and improvements with approximately 402,000 +/- square feet of gross floor area, along with parking and loading, landscaping, lighting and other improvements (the "Project") on the Property; and

WHEREAS, as a means to mitigate the potential impacts to Lakeville of the development of the Project, and to make commitments designed to protect the public health, safety, or general welfare of the residents of Lakeville and others as a result of the Project, Rhino has voluntarily offered to make commitments to Lakeville in connection with the development of the Project and the Town has agreed to accept those commitments for the purposes set forth herein, all as more particularly described below; and

**NOW THEREFORE**, Rhino and Lakeville have agreed that for good and valuable consideration, and if other preconditions are met as described herein, and this Agreement is authorized to be executed by a majority vote of the Lakeville Select Board, Rhino and Lakeville will enter into and agree to be bound by the terms of this Agreement for the Project, subject to the terms and conditions herein contained.

#### I. TERMS

#### A. General Conditions

- A.1) Limitations on Project. The Project will not exceed 402,000 square feet of gross floor area with no loading areas located on the Rush Pond Road side of the building as generally depicted on the site plan attached as Exhibit A, with such site plan subject to refinement during the approval process.
- A.2) Rhino shall keep the Town updated on local permit and approval filings for the Project through periodic status updates.
- A.3) If the Building Department determines that the Project requires a Third-Party Review, any review period will begin when the consultant's fee has been fully funded by Rhino.
- A.4) The sidewalks, driveways, utilities, drainage systems, and all other infrastructure on the Property serving the Project shall remain private in perpetuity, and the Town of Lakeville shall not have, now or in the future, any legal responsibility for the operation or maintenance of the infrastructure, including but not limited to snow removal, drainage and landscape maintenance.
- A.5) Rhino will provide "will serve" letters from the local utilities to the Town of Lakeville when received. These letters will be provided prior to completion of demolition.
- A.6) High Hazard use groups (Group H) as identified in, and regulated by, the Massachusetts State Building Code (780 CMR) are prohibited from occupying this proposed facility or any land area associated with the Project.
- A.7) Rhino will provide a surety to guarantee the clean-up of solid waste and hazardous materials and buildings on the property in the amount of one million dollars being secured by cash in an interest bearing account with the interest going to Rhino. Any security and/or escrow agreement shall be approved by the Town. The surety value can be reduced upon the request of Rhino and approval by a majority of the Select Board.
- A.8) Copies of all additional permits received, including but not limited to:
  - a) Water Quality Certification from the Massachusetts Department of Environmental Protection.
  - b) Certificate on Single Environmental Impact Report from the Office of Energy and Environmental Affairs, will be provided to the Town.
- A.9) A Licensed Site Professional will oversee the removal of Solid Waste Disposal Area to ensure all materials are handled in accordance with appropriate state regulations. Copies of observation reports will be submitted to the Town of Lakeville.
- A.10) Copies of all grading or construction easements will be provided to the Town of Lakeville by Rhino.
- A.11) Actual costs incurred by the Town of Lakeville regarding the hiring of outside consultants to monitor progress during construction will be borne by Rhino.

#### **B** Construction

- B.1) Rhino will conduct a preconstruction meeting with appropriate Town staff including, but not limited to the Building Commissioner, Health Agent and a representative from the Conservation Commission and Planning Board prior to the start of demolition, and the start of building foundations.
- B.2) Demolition and construction (not including interior work) hours will be limited to 7:00 AM to 5:00 PM Monday through Friday and 8:00 AM to 4:00 PM on Saturdays. Vehicles may enter the Property up to ½ hour prior to construction start times and personnel may remain on the Property for up to one hour after construction end times for clean-up work only. This shall not apply to passenger vehicles and trips associated with interior work. No heavy equipment (except for a sweeper) shall be utilized before or after listed start and end times. The hours of construction may be modified by the Planning Board at a duly noticed public meeting at the recommendation of the Building Commissioner. No construction will be allowed on Sunday's or the following holidays; Christmas, New Year's Day, Memorial Day, July 4th, Labor Day, and Thanksgiving Day.
- B.3) During construction Rt.105 (Main St.) is to be swept clean of sediment and debris as often as needed.
- B.4) Dust control, including but not limited to the use of water trucks, will be used throughout the construction period to mitigate dust leaving the site.
- B.5) Landscape berms shall be constructed as early in the demolition and construction process as logistically possible. Rhino shall submit a construction schedule, including the construction of the landscape berms, prior to any demolition or construction activities onsite.
- B.6) Rhino and the Project contractor shall be responsible for clean up and disposal of any debris that may blow onto abutting properties, and perform daily checks for debris during construction.
- B.7) Any and all hazardous materials, including asbestos, shall be handled and removed consistent with all applicable state and federal guidelines. Copies of all documentation regarding the handling and removal of hazardous materials will be provided to the Town of Lakeville.
- B.8) Any police details required by the Project will be the responsibility of Rhino and contractor.
- B.9) All Asbestos Containing Materials shall be abated and/or removed from the existing buildings pursuant to 310 CMR 7.00 and/or any Order issued by the Massachusetts Department of Environmental Protection. The total duration of the timeframe for the demolition of buildings will occur as outlined on the proposed Demolition Schedule

submitted by Rhino Capitol dated March 25, 2021. Rhino may apply for one demolition permit for the Project but may only conduct structural dismantling on up to three buildings at one time. Any modification of the total duration of the timeframe for the demolition of the buildings set forth in the Demolition Schedule may be approved by the Building Commissioner.

- B.10) Removal of the solid waste disposal area will be observed by a licensed site professional, professional engineer.
- B.11) Rhino shall adopt a Pest Management Plan acceptable to the Building Commissioner and Health Agent prior to demolition.

#### C. Noise

- C.1) All emergency generators should have a manufacturer approved exhaust muffler.
- C.2) All emergency generators should be scheduled for daytime-only testing.
- C.3) Refrigerator trucks (reefers) are not allowed for use on the Property.
- C.4) Rhino will endeavor to use low-noise back-up beepers for tenant owned trucks.
- C.5) All Acoustifence (or equivalent) to shield noise from abutters (only if required by the Planning Board Site Plan Review) will be maintained in good condition in perpetuity.
- C.6) Any tenant owned or leased loading equipment or machinery (including forklift, yard truck, mule, etc.) that mostly operate externally of the building, will include reduced decibel back up alarms if legally allowed.
- C.7) Intermittent or occasional noise from the operation of the Project shall not exceed 10 decibels over ambient levels as described in the noise memorandum dated February 24, 2021 at residential receptor(s).

#### D. Landscaping & Lighting

- D.1) All site landscaping will be maintained in good condition in perpetuity. The Town of Lakeville reserves the right to inspect all landscaping for five years to insure it is being maintained properly and provides screening as intended by the project's landscape architect.
- D.2) All landscape materials shall be installed prior to the issuance of an occupancy permit; a Temporary Certificate of Occupancy may be issued absent full installation.
- D.3) Upon selection of a tenant, a site lighting schedule will be provided by Rhino to the Town of Lakeville. Rhino will endeavor to reduce lighting, either by turning lights off or

<sup>&</sup>lt;sup>1</sup> Pursuant to a recommendation by the Planning Board, the Town may accept subsequent reports.

include dimmers on specific lights as appropriate. The lighting schedule shall be dark sky compliant and endeavor to have the temperatures of lighting to be 3000K or lower and mounted on poles of a dark color.

- D.4) Snow will not be stored on the proposed planting areas.
- D.5) Rhino will provide a landscape maintenance plan to the Town of Lakeville that stipulates that Creeping red fescue will be mown only once annually in the spring.

#### E. Traffic

- E.1) Rhino shall fund the engineering design services for the proposed Bridge Street intersection improvements and traffic light.
- E.2) A traffic monitoring plan will be conducted as directed by MassDOT in five annual intervals with ongoing communication with the Town of Lakeville and the appropriate MassDOT units, including the Public/Private Development Unit (PPDU) and the District 5 office. The monitoring plan will begin six-months after initial occupancy of the warehouse. Post opening data collection will consist of Automatic Traffic Recorder (ATR) counts to be conducted for a continuous typical one week (7 day) period at each site driveway. Turning Movements Counts (TMCs) will be collected at select study area intersections to be determined by MassDOT and the Town of Lakeville during the morning and evening peak hour of the same weekday. Any additional requirements imposed by the MEPA Review shall be incorporated into the traffic monitoring plan.
- E.3) Rhino shall require that the tenant implement a Transportation Demand Management program on site to promote the use of alternative modes of transportation and to minimize the use of single occupancy vehicles as specified in the former project's Traffic Impact and Access Study dated October 2020.
- E.4) All site generated trucks not making local deliveries or pick-ups will be directed to and from the I-495 interchange at Route 105. Site truck traffic shall not use Route 79 or Route 105 to access Route 44 or use secondary roads, either Town-owned or private, throughout Lakeville.
- E.5) The project's average trip generation shall be equal to or less than the following thresholds: 682 total vehicle trips per day; 242 truck trips per day; or 77 vehicles trips per hour.
  - a) Following the site being in operation and recognizing that trip generation may slightly exceed the above noted thresholds occasionally, if the five-day (Monday through Friday) workweek average site generated traffic counted during the monitoring efforts exceed the above thresholds; or if at any time during the seven-day week, the thresholds are exceeded in excess of 10%, the average trip generation shall be considered exceeded. If the average trip generation is exceeded, Rhino shall produce

- a new traffic impact study to prove no impacts result for review and approval by the Town.
- b) In the event that there is a permanent and substantial change in traffic delay or a change in Level of Service grade as a result of the increase in site generated trips identified during the supplemental study, Rhino shall be responsible for all off-site mitigation required to mitigate the increase in trips with physical improvements in coordination with the Town and MassDOT.
- E.6) All supplemental Town traffic reviews of the project, including reviews of the monitoring plan data, shall be funded by Rhino.

#### F. Operations

- F.1) There will be no loading docks on the Rush Pond Road side of the proposed buildings.
- F.2) Trucks will not idle on site for more than five minutes.
- F.3) Snow will be removed from the tops of trailers prior to them leaving the site.
- F.4) The entry booth will be operated to provide security for the tenant.
- F.5) The tenant shall endeavor to dim or shut off the lights on the South West side of building between 10pm 6am.
- F.6) Delivery Vans consistent with a fulfillment center are not allowed.
- F.7) Use of drones for shipping and receiving is not allowed.
- F.8) Vehicle fueling stations will not be included on-site, with the exception of electric charging stations.

#### **G.** Post Construction

- G.1) Prior to the application for the Certificate of Occupancy, construction must be fully completed.
- G.2) Within 45 days of the issuance of a Certificate of Occupancy, Rhino shall submit the following:
  - a) One hard copy set of the as-built plans. The as-built plans shall contain the following at a minimum:
    - i. Location of all buildings, driveways, parking areas, utilities, stormwater basins, site lights, plantings, and all other visible and subsurface elements installed and constructed as part of the project.

- ii. All wetland resource area boundaries with associated buffer zones and regulatory setback areas.
- iii. Site topography.
- iv. Wetland resource line delineating the limit of work "work" includes any filling, excavating and/or disturbance of soils or vegetation.
- v. Wetland resource replication areas constructed as depicted on the site plans.
- b) An electronic copy of the as-built plans; and
- c) Stormwater calculations based on the as-built plans demonstrating consistency with the approved stormwater calculations.
- G.3) In perpetuity: Rhino shall perform Annual Maintenance to the Project's Stormwater management system consistent with the approved Operations and Maintenance Plan. Rhino shall submit annual Operations and Maintenance Reports to the Town of Lakeville.
- G.4) In the event that Project impacts increase due to the selection of a tenant, and the Project requires off-site mitigation, all off-site mitigation measures will be constructed prior to the issuance of a Certificate of Occupancy. As-built plans of those off-site improvements will be required to be submitted to the Town of Lakeville.
- G.5) Any requirement of the Planning Board Site Plan Review shall be incorporated into this Agreement.

#### II. CONDITIONS, TERMINATION, DEFAULT AND REMEDY

- A. Conditions to Rhino's Performance. Excepting for any payments made by Rhino or other obligations satisfied prior to the date of termination (collectively, the "Surviving Obligations"), all of the obligations of Rhino as described in this Agreement are subject to and contingent upon Rhino obtaining all final local, state and federal permits and approvals necessary to construct the Project in a form reasonably acceptable to Rhino and all appeal periods applicable to such permits and approvals shall have expired without an appeal having been taken, or if appeal has been taken, after successful resolution thereof and all further appeal periods having expired ("Final Approvals"), and with satisfaction of this condition and receipt of all Final Approvals to be deemed complete upon and evidenced by issuance of a building permit to Rhino beyond appeal for the warehouse building(s) in the Project.
- B. No Guarantee of Permit Issuance; No Preferential Treatment. Notwithstanding the foregoing paragraph, or anything else in this Agreement, Rhino acknowledges that certain discretionary permits, licenses and approvals will be required to complete the Project and it agrees that nothing herein shall be deemed to waive Rhino's obligations to apply for, obtain and comply with all such permits, approvals and conditions governing the Project, and the Town does not hereby promise or guarantee that any such permits, licenses or approvals will be granted. Rhino further acknowledges and agrees that, to the extent that it is required to obtain such licenses, permits and approvals from Town

- officials, boards and/or committees, Rhino shall receive no preferential treatment as a result of this Agreement.
- C. No Guarantee of Approval of Bylaw Amendments. Rhino acknowledges that certain amendments to the Town's zoning and general bylaws may be required for it to complete the Project as planned, and it agrees that it shall receive no preferential treatment as a result of this Agreement and that the determination and extent of any such zoning and general bylaw amendments is within the sole authority of the Lakeville Town Meeting and that no such amendments are guaranteed or promised.
- D. <u>Termination</u>. Either party shall have the right to terminate this Agreement following the Default and failure to cure of the other party within the period as set forth in Section E. In addition, Rhino shall have the right to terminate this Agreement upon written notice to Lakeville in the event that: (i) Rhino determines in its reasonable discretion that it is unlikely that all necessary Final Approvals can be obtained for the Project and Rhino will no longer seek Final Approvals for or develop the Project, or (ii) Rhino is denied Final Approvals for the Project. Following termination of this Agreement, all obligations of the parties hereto shall cease, and this Agreement shall be void and without recourse to the parties hereto excepting for any Surviving Obligations, as defined under Section II.A. above, then incurred.

#### E. Default.

- 1. By Rhino. If Rhino shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to Rhino (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Lakeville shall have the right to (i) terminate this Agreement; (ii) withhold the issuance of any permits or approvals. including Final Approvals issued by Lakeville; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. Without limiting the foregoing, if Rhino shall fail to pay any sum owed to Lakeville within sixty (60) days after Rhino receives an invoice from Lakeville, such sum shall bear interest at the of 12% per annum until paid in full. Lakeville agrees that if, within ten (10) days after Rhino receipt of a notice of a claim of default, Rhino shall give notice to Lakeville that Rhino contests the same, then Lakeville shall not have the right to terminate this Agreement or assess interest until such claim shall have been finally adjudicated in such contest. Rhino agrees to diligently prosecute any such contest. If such matter is determined adversely to Rhino, then Rhino shall have thirty (30) days (or such longer period of time as shall be reasonable under the circumstances) to effect such cure.
- 2. **By Lakeville**. If Lakeville shall default in the performance of any term, covenant or condition of this Agreement, which default shall continue for more than thirty (30)

days after written notice to Lakeville (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), Rhino shall have the right to (i) terminate this Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

- F. Notice. Notice shall be sent, in the case of Lakeville, to Town Administrator's Office, Town Hall, 346 Bedford Street, Lakeville, MA 02347, and, in the case of Rhino, to Lakeville Owner LLC, Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas Texas 75219. Any notice shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by Federal Express, U.S. Post Office Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event the addressee or such agent of the addressee shall refuse to receive any notice, receipt shall be deemed to be the time of such refusal or the time of such delivery, as the case may be. Either party may change its notice address hereunder by sending notice in the manner set forth above to the other party hereto setting forth such change.
- G. Force Majeure. Notwithstanding anything to the contrary herein, a party will not be deemed to be in breach, default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event (as defined below). Rhino and the Town agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A force majeure event pauses a party's performance obligation for the duration of the event but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its Affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, a pandemic, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the project or over a party's operations. For purposes of this Agreement 'Affiliate' shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Rhino.

#### III. MISCELLANEOUS

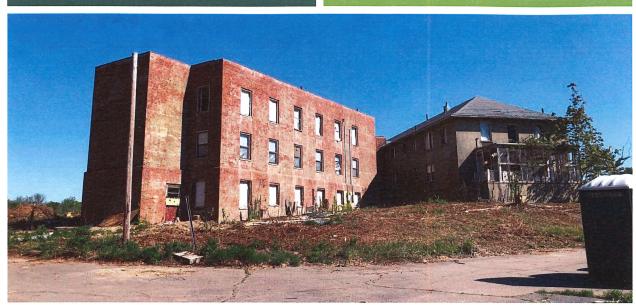
A. <u>Governing Requirements</u>. To the extent that any of the terms and conditions described in the Agreement are duplicative of, or are in conflict with, the terms and conditions to be imposed as a part of any Town or State or Federal permit or approval, the terms

- established within the permits and approvals shall control so as not to duplicate the obligations and costs related thereto as set forth above.
- B. Ratification; Amendment. This Agreement shall not take effect or be effective unless ratified by a majority vote of the Select Board of the Town of Lakeville. Upon such ratifying vote, this Agreement shall thereafter be administered and enforced on behalf of Lakeville by its Select Board. This Agreement may not be varied, amended or modified in its terms by an oral agreement or representation or otherwise, and none of the terms hereof may be waived amended or modified, except by an instrument in writing executed by all of the parties.
- C. <u>Effective Date of Agreement</u>. This Agreement shall be effective as of the date it shall be fully executed by both Rhino and Lakeville.
- D. <u>Cooperation</u>. The parties to this Agreement agree to cooperate in good faith to implement the requirements in this Agreement.
- E. <u>Assignment</u>. Rhino maintains the right to assign the Agreement to an affiliate or other special purpose entity which Rhino controls, provided that prior to such assignment Rhino shall provide the Town with written notice of its intent to assign to such an affiliate or other special purpose entity and evidence of Rhino's control thereof. Rhino shall have the right to assign this Agreement to any other party with the Town's consent, which consent shall not be unreasonably withheld or delayed, provided that the assignee's creditworthiness and financial condition is reasonably equivalent to Rhino, and any assignee of Rhino agrees in writing that it shall accept and be bound by all of the rights, obligations and powers of Rhino hereunder.
- F. <u>Covenants</u>; <u>Binding on Successors</u>. The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns, and any assignee of Rhino.
- G. <u>Severability</u>. In the event that any provision of this Agreement shall be determined to be invalid or illegal by a court of competent jurisdiction, such provision shall not affect the enforceability of the remainder of this Agreement, and shall be deemed to be omitted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.
- H. **Authority to Sign**. Each undersigned representative hereby certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the party on whose behalf such representative is signing.
- I. Governing Law. This Agreement shall be deemed to have been executed within the Commonwealth of Massachusetts, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts and any dispute concerning this Agreement shall be adjudicated in the courts of the Commonwealth of Massachusetts and the parties hereto agree to be subject to the jurisdiction of said courts.

- J. <u>Entire Agreement</u>. Unless otherwise specified herein, this Agreement 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.
- K. <u>Counterparts</u>. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties.
- L. <u>Notice of Agreement</u>. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns as provided herein. A notice thereof in the form attached hereto as <u>Exhibit B</u> shall be executed by Rhino and Lakeville and recorded with the Plymouth County Registry of Deeds upon Rhino receiving Site plan Approval from the Planning Board and the expiration of all appeal periods. In the event of termination of this Agreement, or if the obligations herein are fulfilled, then both Rhino and Lakeville agree to cooperate to execute and record a notice of termination of agreement in a form mutually acceptable to the parties.

[Signatures Follow]

833446v.3/LAKE/0145&0146







LAKEVILLE STATE HOSPITAL



# LAKEVILLE STATE HOSPITAL BRIEF HISTORY



# LAKEVILLE STATE HOSPITAL CURRENT PERMITTING HISTORY



- Permitted through the Development Opportunities District (DOD)
  - 2020 Approved by the Planning Board
  - 2020 Appeal filed by residents
  - 2022 Land Court determined that the Property was not properly within the DOD
  - 2022 Decision of Land Court appealed

# LAKEVILLE STATE HOSPITAL PUBLIC BENEFITS

DEMOLITION OF DERELICT BUILDINGS

REMOVAL OF ENVIRONMENTAL CONTAMINATION

PARTICIPATION IN BRIDGE STREET INTERSECTION IMPROVEMENTS

TAX REVENUE (ESTIMATED \$500,000/YEAR)



# Who Is Rhino Capital?

- Boston based real estate development firm who owns and operates properties throughout
   Massachusetts and Southern New Hampshire
- Our portfolio focuses on land development, value add opportunities, and buy/hold assets
- While the majority of our work has been in the industrial and flex space, we also do lab and multifamily work
- Some examples include:
  - 412,500 sf warehouse in East Bridgewater
  - 100,000 sf precision manufacturing facility in Taunton
  - 87-unit mixed use apartment community in Londonderry NH







- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# Why Are We Here

- Rhino was approved in March of 2021 to construct a 402,500 square foot warehouse on the Lakeville Hospital site at which time we purchased the site with our equity partner Rockpoint Group. Together we own the property outright.
- Two appeals were filed thereafter against the Town. The appeals named named Rhino Capital given we were the project applicant.
- Both appeals argued the validity of the Development Opportunities District ("DOD") location, not the merits of the warehouse project.
- Given the two appeals were nearly identical, the court ruled to combine them to be heard at the same time by the same judge.
- The judge ultimately ruled in the plaintiffs favor that the DOD needed a Town Meeting to be clearly located on the zoning map.
- Rhino Capital appealed the decision, and the appeal process is currently under way.

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- 5. Town Meeting vs.
  Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# Three Themes from the Appeal

#### **Theme One:**

• There was a feeling that the DOD was invalid because of the lack of clarity surrounding how/where it could be applied, this was the basis of the appeal, not the warehouse itself.

#### **Theme Two:**

Lakeville residents should get to vote on what happens on the Hospital site.

#### **Theme Three:**

 Rush Pond Rd residents are concerned about the loading docks on the Southwest side of the proposed building. This was evident more from one-on-one conversations and planning board hearings than the appeal itself.

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# Addressing Themes from the Appeal

#### **Theme One (DOD Invalid):**

 Article 14 on the November 14<sup>th</sup> Warrant Article to be voted at Town Meeting proposes to remove the DOD from the Zoning By-Laws.

#### **Theme Two (Residents Should Get To Vote):**

 The Town has proposed <u>Article 15</u> on the November 14<sup>th</sup> Warrant Article to Town Meeting which amends the existing Mixed-Use District by-laws. Details of Article 15 will be discussed later in the presentation.

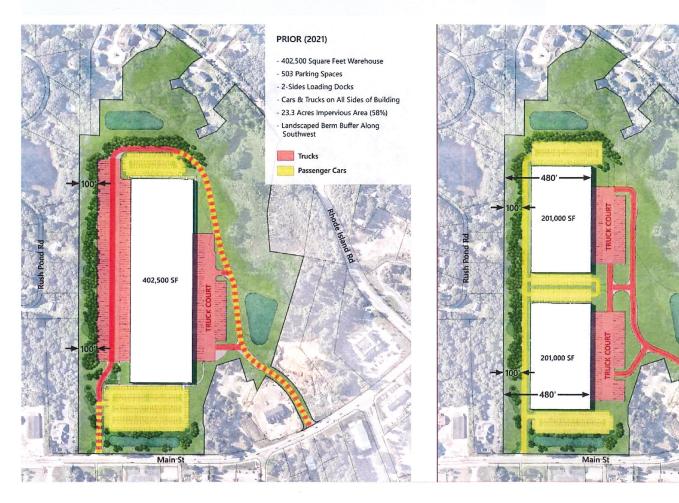
#### **Theme Three (Loading Dock Location):**

 A new proposal has been developed which is shown on the next slide. All the changes are focused at addressing abutter concerns.

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs. Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# Addressing Themes from the Appeal



#### Agenda

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes

REVISED (2022)

430 Parking Spaces

Southwest

Trucks

- 1-Sides Loading Docks

Cars Only on Southwest, Trucks Only on Northeast

Passenger Cars

402,000 Square Feet Warehouse

20.5 Acres Impervious Area (52%)

Landscaped Berm Buffer Along

- Addressing Three
   Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More





# **Existing Conditions**

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- 5. Town Meeting vs.
  Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More





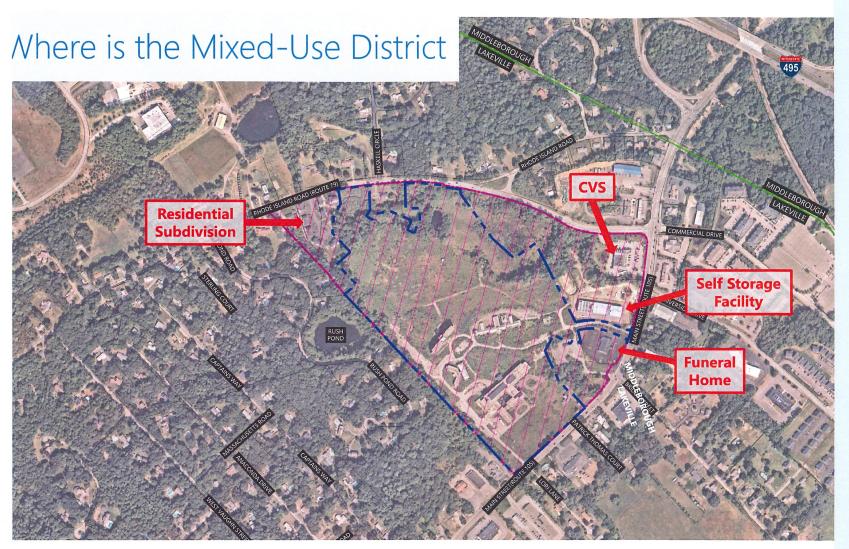
# What is the correlation between the Town Meeting vote and the proposed plan?

#### Article 15 contains six provisions

- Three items are focused on allowing warehouse as a primary use in the <u>mixed-use</u> district.
- Three items are for <u>further resident protections</u> (noticing, buffer zone, clerical edit to tie it to the latest bylaws)
- The passing of this article will allow Rhino Capital to return in front of the planning board to go through a typical site plan approval process, similar to the 2021 approval process.
- We plan to submit a detailed version of the plan that was previously shown if successful.

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More





- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- 6. Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# Frequently Asked Questions

#### 1. Why are you proposing warehouse and not mixed-use?

- Mixed-Use is expected to generate between 7,500 and 10,250 vehicle trips per day
  - Proposed warehouse facility expected to generate 682 vehicle trips per day
  - Included in the 682 trips are 122 truck trips per day
- Mixed-Use creates a large draw on Town utilities and generates large amounts of waste- water
- Mixed-Use is not economically viable, and feedback from grocers has been discouraging
- The high barrier to entry of \$10 million, which includes remediation of the buildings and the removal of the 1.12 acre landfill

#### 2. What is the tax revenue and job creation from a warehouse project?

- An estimated \$500,000 in net new tax revenue
- An estimated 402 new jobs created in Lakeville
- Drive commercial activity, and remove a blighted eyesore

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# Frequently Asked Questions

#### 3. Does this mean warehouse can go anywhere in Town?

 No, this change only applies to the Mixed-Use district, which exists only in the area previously shown

#### 4. Who is the tenant and why is it speculative?

- Tenants in the warehouse market look for clear schedules and 12 month or less timelines for occupancy
- To attract a tenant, construction needs to be under way
- Our other projects have had interest from: electrical suppliers, hydroponics, paper goods, government contractors
- Smaller building sizes allow for a more diverse tenant market and can be further subdivided

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# **Closing Comments**

#### The site cannot continue to exist in its current state

#### Crime

- Thrill Seekers
- Drug Users
- Breaking & Entering
  - 4 separate B&E's last weekend alone (reportedly all teens), one of which resulted in arrests
  - Site walk incident involving a firearm

#### Environmental issues

- Clean up costs estimated to be \$10 million
- Documented asbestos in all 6 existing building
- 1.12 acre Solid Waste Disposal Area ("SWDA") in the rear of the property
  - Environmental due diligence determined the SWDA contains high levels of lead, arsenic, and asbestos

#### Hazard for first responders

- Asbestos presents unique challenges to first-responders
- 7-story dormitory building was deemed structurally unsound for abatement activity

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



### earn More

- October 24th Select Board review of all Town Meeting Warrant Articles
- October 27<sup>th</sup> Planning Board Hearing Presentation
- November 14<sup>th</sup> Town Meeting
- Please visit our Website for updates!



https://43mainstreetrevitalization.com/

## Get Out to Vote!

- 1. Who is Rhino Capital
- 2. Why Are We Here
- 3. Three Themes
- 4. Addressing Three Themes
- Town Meeting vs.Proposed Plan
- 6. Mixed-Use Development District
- 7. FAQ's
- 8. Closing Comments
- 9. Learn More



# LAKEVILLE STATE HOSPITAL ZONING REVISIONS

- Six amendments to the Mixed-Use Development District regulations
  - Changes would allow "warehouse, offices or facilities for distributing merchandise" as a principal use
  - Adds lot coverage requirements similar to other uses
  - Other technical changes

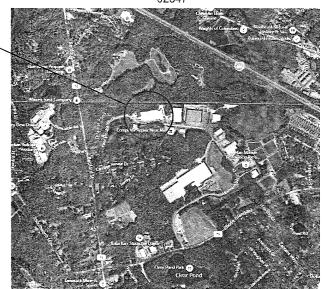
# LAKEVILLE STATE HOSPITAL DEVELOPMENT AGREEMENT HIGHLIGHTS

- Includes many provisions of the previous Planning Board approval
- Requires clean up and removal of all hazardous materials
- Demolition of all buildings
- Removal of solid waste disposal area
- Continued traffic monitoring of Bridge Street for 5 years
- Fund engineering costs for Bridge Street intersection

# VEGA STRATEGIC SITE IMPROVEMENTS

# LAKEVILLE, MASSACHUSETTS

310 KENNETH W. WELCH DRIVE, LAKEVILLE, MA 02347



LOCATION MAR





BBREVIATIONS		LEGEND						PROJECT INFORM	MATION	INDEX OF DRAWINGS
BOTTOM OF CURB # FLOWLINE P.C.C. CATCH BASIN PIV OCLEAN OUT PL ONC. CONCRETE PRO DIMETER P	PORTLAND CEMENT CONCRETE POST MOICATOR VALVE PROPERTY LINE POINT OF REVERSE CURVATURE PIPEL MORROGRAM POST CONCRETE PIPE RIGHT OF MAY SOUTH SADIUS REINFORCED CONCRETE PIPE RIGHT OF WAY SOUTH AS SOUTHWAST SOUTHWAST SOUTHWAST SOUTHWAST SOUTHWAST SOUTHWAST TEMPORARY SENDE MARK DEPOSITE TEMPORARY SENDE MARK TO OF WALL UNDERGROUND STORAGE TANK VITRIED CLAY PIPE VEHICLE MAINTENANCE FACILITY WELDED WIRE FABRIC WEST MEDIANE	DESCRIPTION PLARED END SECTION FIRE HYDRANT INLET CATCH BASIN MANHOLE POST INDICATOR VALVE BOLLARD (GUARDPOST) SIGN VALVE UTILITY POLE LIGHT ELECTRICAL HANDHOLE CHAIN LINK FENGE SANTARY SEWER STORM SEWER TELEPHONE ELECTRIC GAS CONTOUR LINE	EXISTING  AC  C  C  C  C  C  C  C  C  C  C  C  C	PROPOSED	DESCRIPTION  R.G.W. OR PROP. LINE  EDGE OF PAVEMENT CONCRETE EARRIER CURB CONCRETE CURB & GUTTER GROUND GRADE PAVEMENT GRADE FLOW ARROW STRUCTURE NUMBER COGRDINATE LOCATION COLUMN LINE DESIGNATION SLIT FENCE STRAW BALE SEDIMENT BASIN RISER TRAFFIC FLOW OF DIRECTION	EXISTING  The second se	PROPOSED  / 828.00 / 828.50  \ N \$672.81  E 2594.33  O	ADDRESS: PROJECT DESCRIPTION:  LAND USE ZONE TOTAL SITE AREA BENCHMARKS  DESIGNER INFOR  EPSTEIN 600 W. FULTON STREET CHICAGO, ILLINOIS 6060 THOMAS E. SMILES. 96 DIRECTOR OF ENGINEERING PHONE: 312.428.3314 EMAIL. TSMILES@EPSTEINGLO	310 KENNETH W. WELCH DRIVE, LAKEVILLE, MA 02347 PROVIDING PARKING LOT ON WEST END OF SITE, ENLARGING PARKING LOT AT SOUTHWEST CORNER OF SITE, CORP. PARKING KINDUSTRIAL 13.07 ACRES SQLARE IN CPD CORNER, ELEV. 59.47, NAVD 88 SQLARE IN CPD CORNER, ELEV. 59.17, NAVD 88 SQLARE IN CPD CORNER, CPD	INDEX OF DRAWINGS

Electrical Enginee

Epstein 500 West Futtor

Project

Vega Strategic - Lakev
310 Kenneth Welch Dr

VEGA

THOMAS E SMILES COVIL

EPSTEIN

chitecture
teriors N
igineering Be
instruction
0 W, Fulton Street

600 W, Fulton Stree Chicago, IL 60661-1 T 312.454.9100

 PROJECT NUMBER:
 22157

 PROJECT MANAGER:
 T. RUSSELL

 PA\PE:
 T. SMILES

 DRAWN BY:
 A. OUTLEY

 CHECKED BY:
 D. HILTY

COVER SHEET

C-001

#### GENERAL NOTES:

- THE WORK AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS SHALL CONFORM TO THE CURRENT LAKEVILLE BY-LAWS. THE CURRENT MASSACHUSETTS DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS. MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (INPCES) CONSTRUCTION GENERAL PERMIT.
- 2. THE CONTRACTOR IS TO APPLY FOR AND OBTAIN ALL REQUIRED PERMITS AND PAY THE REQUISITE FEES PRIOR TO THE START OF CONSTRUCTION.
- 3. THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE OWNER. THE CONTRACTOR, OR THEIR AGENTS OF ANY LEGAL RESPONSIBILITY WHICH MAY BE REQUIRED BY THE MUNICIPAL CODE OR ANY ORDINANCE ENACTED BY LAKEVILLE.
- 4. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SERVICE OR PROCEDURES FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK SHOWN ON THESE FLANS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FALLIRE TO CARRY OUT THE WORK. THE ENGINEER IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR AND OTHER PERSONS PERFORMING PORTIONS OF THE WORK.
- 5. THE CONTRACTORS WORKING ON THIS PROJECT SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE PERFORMED IN ACCORDANCE WITH ALL OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION) STANDARDS AND REQUIREMENTS.
- 6. A COPY OF THE MOST CURRENT APPROVED PLANS SHALL BE AVAILABLE AT THE CONSTRUCTION SITE OFFICE,
- 7. THE CONTRACTOR SHALL NOTIFY THE MUNICIPALITY, ALL GOVERNING AGENCIES AND DEPARTMENTS APPROXIMATELY TWO (2) WEEKS PRIOR TO THE START OF CONSTRUCTION,
- 8. CONTRACTOR TO NOTIFY PIPELINE SAFETY DIVISION DIG SAFE AT (617) 305-3570 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
- 3. THE CONTRACTOR SHALL VERIEY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLAN, THEY MUST IMMEDIATELY REPORT THEM TO THE ENGINEER REFORE DOING MAY WORK, OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITIES, IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTIONS STANDARD SPECIFICATIONS AND/OR SPECIFICATIONS SHALL NOTIFY THE ENGINEER HEMBOR TELL STANDARD SPECIFICATIONS WITH ANY WORK. THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY WORK. THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY WORK. THE WORK AFFECTED BY OMISSIONS OF DISCREPANCIES, FAILING TO SECURES SUCH WITH CONTRACTOR WILL SE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXCENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEASURE OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
- 10. ALL WORK AND MATERIALS WHICH DO NOT CONFORM TO THE PLANS OR SPECIFICATIONS ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- 11.DO NOT SCALE PLANS FOR CONSTRUCTION DIMENSION
- 12. ALL DISTURBED AREAS SHALL BE RESTORED BY THE CONTRACTOR TO THE ORIGINAL CONDITION.
- 13. PUBLIC AND COMMON USE AREAS, INCLUDING ADA DESIGNATED PARKING AREAS, SIDEWALKS, AND BUILDING ACCESSES SHALL COMPLY WITH THE LATEST EDITION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN.

#### SURVEY NOTES:

- TOPOGRAPHIC AND BOUNDARY SURVEY INFORMATION HAS BEEN PROVIDED BY CONECO ENGINEERS & SCIENTISTS, DATED 8/20/2022, SURVEYOR PROJECT NUMBER 2433.2, CONTACT: TIMOTHY BODAH AT (508) 897-3191.
- 2. HORIZONTAL DATUM: CONTACT SURVEYOR
- 3. VERTICAL DATUM: NAVD86
- 4. CONTROL POINTS/BENCHMARKS:
- BENCHMARK 1 DESCRIPTION: SQUARE IN CPD CORNER (SW CORNER OF BUILDING) ELEVATION: 99.48 COORDINATE: N 4730.54, E 5138.12
- BENCHMARK 2 DESCRIPTION: SQUARE IN CPD CORNER (EAST SIDE CNG PAD) ELEVATION: 55.18 COORDINATE: N 4944.25, 5879.37
- BENCHMARK 3 DESCRIPTION: BOLT ON LIGHT BASE (EAST OF EAST DRIVEWAY) ELEVATION: 64,75 COORDINATE: N 4456,77, 5880.08
- 5. THE INFORMATION SHOWN ON THIS SET OF PLANS CONCERNING THE TYPE AND LOCATION OF EXISTING UNDERGROUND UTILITIES, WHETHER PUBLIC OR PRIVATE, IS NOT GUARANTEED TO BE ACCURATE OR ALL-INCLUSIVE. THE CONTRACTOR SHALL DETERMINE THE EXISTENCE, NATURE, AND EXACT LOCATION OF ALL UTILITY LINES AND APPERTENANCES WITHIN THE LIMITS OF THE PROJECT.
- 8. THE CONTRACTOR SHALL PROTECT ALL BENCHMARKS (SURVEY CONTROL POINTS, EXISTING STRUCTURES, MONUMENTS, ETC.) FROM DAMAGE AND DISPLACEMENT. THE CONTRACTOR SHALL RESTORE/REPLACE ALL DISTURBED BENCHMARKS.

#### GEOTECHNICAL NOTES:

- STORMWATER INFILTRATION TESTING FOR THE JUSHI PARKING LOT HAS BEEN PROVIDED BY YANKEE ENGINEERING & TESTING, INC., DATED 1/25/2022, GEOTECH PROJECT NUMBER 2022-2A, CONTACT: JOEL MORIN AT (508) 831 7388.
- A SECOND STORMWATER INFILTRATION TESTING FOR THE JUSHI PARKING LOT HAS BEEN PROVIDED BY YANKEE ENGINEERING & TESTING, INC., DATED 1/25/2022, GEOTECH PROJECT NUMBER 2022-2A, CONTACT: JOEL MORIN AT (508) 831 7388.

#### DIMENSION/ELEVATION NOTES:

- ALL DIMENSIONS ARE FROM FACE OF CURB, FACE OF BUILDING, PROPERTY LINE, OR POINT OF TANGENCY, UNLESS OTHERWISE NOTED.
- 2. ARCHITECTURAL 100'-0" = ENGINEERING 60.12
- 3. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, STOOPS, TRUCK DOCKS, PRECISE BULDING DIMENSIONS, AND EXACT SUILDING UTILITY ENTRANCE LOCATIONS, IF THERE IS A DISCREPANCY, CONTACT THE ENGINEER PRIOR TO PROCEEDING.
- 4. PROPOSED ELEVATIONS ARE TOP OF PAVEMENT OR FINISHED GROUND, UNLESS OTHERWISE NOTED.

#### DEMOLITION NOTES:

- THE EXTENT OF DEMOLITION WORK IS INDICATED ON THE DRAWINGS AND SPECIFIED HEREIN AND INCLUDES, BUT IS NOT LIMITED TO THE REMOVAL OF ALL UTILITIES, OVERHEAD LINES AND POLES, PAVING, VEGETATION AND OTHER SITE FEATURES WHICH CONFLICT WITH THE CONSTRUCTION OF THE NEW FACILITIES, OR ARE DESIGNATED TO BE REMOVED.
- CONDUCT DEMOLITION OPERATIONS AND REMOVAL OF DEBRIS AND SPOILS TO ENSURE MINIMAL INTERFERENCE WITH FACILITY OPERATIONS.
- 3. ENSURE SAFE PASSAGE OF PERSONS AROUND AREAS OF DEMOLITION. REMOVE FROM SITE ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION AND LAWFULLY DISPOSE OF SAME.
- 4. NOTIFY OWNER 48 HOURS IN ADVANCE OF ANY UTILITY SHUTDOWN,
- THE CONTRACTOR SHALL COORDINATE WITH THE OWNER/ENGINEER ALL ITEMS DESIGNATED TO BE REMOVED OR RELOCATED.
- 6. IF ANY ITEMS ARE ENCOUNTERED IN THE FIELD THAT ARE NOT SHOWN ON THE PLAN WHICH REQUIRE DEMOLITION OR RELOCATION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- 7. THE CONTRACTOR WILL PROTECT ALL UTILITIES DESIGNATED TO REMAIN OR CURRENTLY IN USE, ANY DAMAGE BY THE CONTRACTOR TO UTILITIES, ALLEYWAYS, STREETS OR ADJACENT PROPERTIES WILL SE REPLACED/REPAIRED AT THE CONTRACTORS EXPENSE.
- 8.IT IS THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ALL EXISTING SERVICES AND APPURTENANCES TO DEMOUSHED SITE FEATURES AND SHUT OFF, DISCONNECT AND SEAL OR CAPITERMINATE AS SHOWN ON THE PLAN OR REQUIRED BY THE UTILITY COMPANY, CONTRACTOR SHOULD CONTACT ARCHITECTIENGINEER IF ANY QUESTION ARISES REGARDING THE VIABILITY OF A UTILITY STRUCTURE.
- 9. THE CONTRACTOR IS TO ENSURE THAT ALL UTILITIES WITHIN THE BUILDING OR ON SITE THAT ARE NOT TO BE USED SHALL BE REMOVED TO THE PROPERTY LINE AND PROPERLY CAPPED AND MARKED AS MOICATED ON THE PLANS. THE CONTRACTOR IS TO FORMARD, IN DRAWING FORM, TO THE GRIGNEET/RACHTECT, THE LOCATIONS OF ALL CAPPED AND UNUSED UTILITIES,
- 10.THE CONTRACTOR IS TO DRAIN, PURGE, OR OTHERWISE REMOVE, COLLECT, AND LEGALLY CONFORM WITH ALL LOCAL GOVERNMENTAL RULES AND REQULATIONS, DISPOSE OF CHEMICALS, GASES, EXPLOSIVES, ACIDS, FLAMMABLES, ASSESTOS OR OTHER HAZARDOUS MATERIALS AND WASTE BEFORE PROCEDIEND WITH DEMOLITION DESERTIONS.
- 11.IF HAZARDOUS OR CONTAMINATED MATERIALS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE CLIENT AND CONFORM TO ALL APPLICABLE REGULATORY REQUIREMENTS.
- 12. THE CONTRACTOR IS TO CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES AND PROCEDURES FOR DEMOLITION OF STRUCTURES, PROTECTION OF ADJACENT STRUCTURES AND UTILITIES, PROTECTION OF TREES AND VEGETATION OF DEMOLIS SOIL EROSION AND DESIMENT CONTROL, AND DISPOSAL OF DEMOLISHED MATERIALS.

#### GRADING NOTES:

- 1. SPOT ELEVATIONS AND CONTOUR LINES SHOWN REPRESENT FINISHED GRADE ELEVATION. THE GRADING SUBCONTRACTOR SHALL ESTABLISH THE ROUGH GRADE ELEVATION BASED ON THE BUILDING SLAB SECTION, PAVING SECTIONS, LANDSCAPING SECTIONS, AND OTHER SITE-PREVATED CONDITIONS WHICH ARE REPRESENTED IN THESE PLANS.
- 2. CONTRACTOR TO ADJUST RIMS OF ALL EXISTING STRUCTURES AS NECESSARY TO MEET PROPOSED GRADES
- 3. FOR ALL SIDEWALKS, THE MAXIMUM CROSS-SLOPE SHALL NOT EXCEED 2.00%, THE MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5.0%.

#### UTILITY NOTES:

- 1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES SHALL BE OBTAINED FROM ALL UTILITY COMPANIES. INVESTIGATED AND VERIFIED IN THE FIELD BY THE CONTRACTOR BEFORE STARTING WORK IN THE CONSTRUCTION AREA. EXCAVATION IN THE VICINITY OF EXISTING STRUCTURES SHALL BE PERFORMED BY HAND. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING FACILITIES, MAINTENANCE AND PROTECTION OF EXISTING UTILITIES AND STRUCTURES.
- 2. THE CONTRACTOR IS TO UNCOVER ALL LINES BEING TIED INTO AND VERIFY GRADES BEFORE ANY CONSTRUCTION
- 3. A WATER MAIN SHALL BE SEPARATED FROM A SEWER SO THAT ITS INVERT IS A MINIMUM OF 18 INCHES ABOVE THE CROWN OF THE SEWER. WHENEVER WATER MAINS CROSS STORM SEWERS, SANITARY SEWERS OR SEWER SERVICE CONNECTIONS, THIS VERTICAL SEPARATION SHALL BE MAINTAINED. A LENGTH OF WATER MAIN PIES PHALL BE CENTERED OVER THE SEWER TO BE CROSSED WITH JOINTS EQUIDISTANT FROM THE SEWER OR DRAIN. A TEN FOOT HORIZONTAL SEPARATION SETWEEN ALL WATER AND SEWER PIPES SINGLE BE MAINTAINED.
- 4. WHEN IT IS IMPOSSIBLE TO OBTAIN THE PROPER SEPARATION AS DESCRIBED ABOVE, OR THE WATER MAIN PASSES UNDER A SEWER OR DRAIN, BOTH THE WATER MAIN AND SEWER SHALL BE CONSTRUCTED OF SUP-ON OR MECHANICAL JOINT CAST OR DUCTILL EIRON PIEFE GOUNZALENT TO WATER MAIN STANDARDS OF CONSTRUCTION.
- 5. SITE UTILITY CONTRACTOR SHALL TERMINATE UTILITIES 5 FEET FROM THE FACE OF BUILDING AND CLEARLY MARK THE LOCATION OF THE END OF THE STUB. PLUMBING CONTRACTOR SHALL CONNECT TO THE SITE UTILITIES AT THAT POINT.

#### EROSION AND SEDIMENT CONTROL

1. THE EROSION CONTROL AND SEDIMENT CONTROL DRAWINGS, NOTES, AND DETAILS INCLUDED IN THE PLAN SET WERE PREPARED FOR PERMIT ONLY AND IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE ADEQUATE EROSION CONTRO MEASURES DURING CONSTRUCTION PER THE REQUIREMENTS OF THE LOCAL MUNICIPALITY AND THE STATE NATIONAL POLUTION DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY.



03 10/24/2022 PLANNING MEETING 02 10/14/2022 ISSUE FOR BID 01 07/21/2022 PLANNING & ZONING APPROVAL

## EPSTEIN

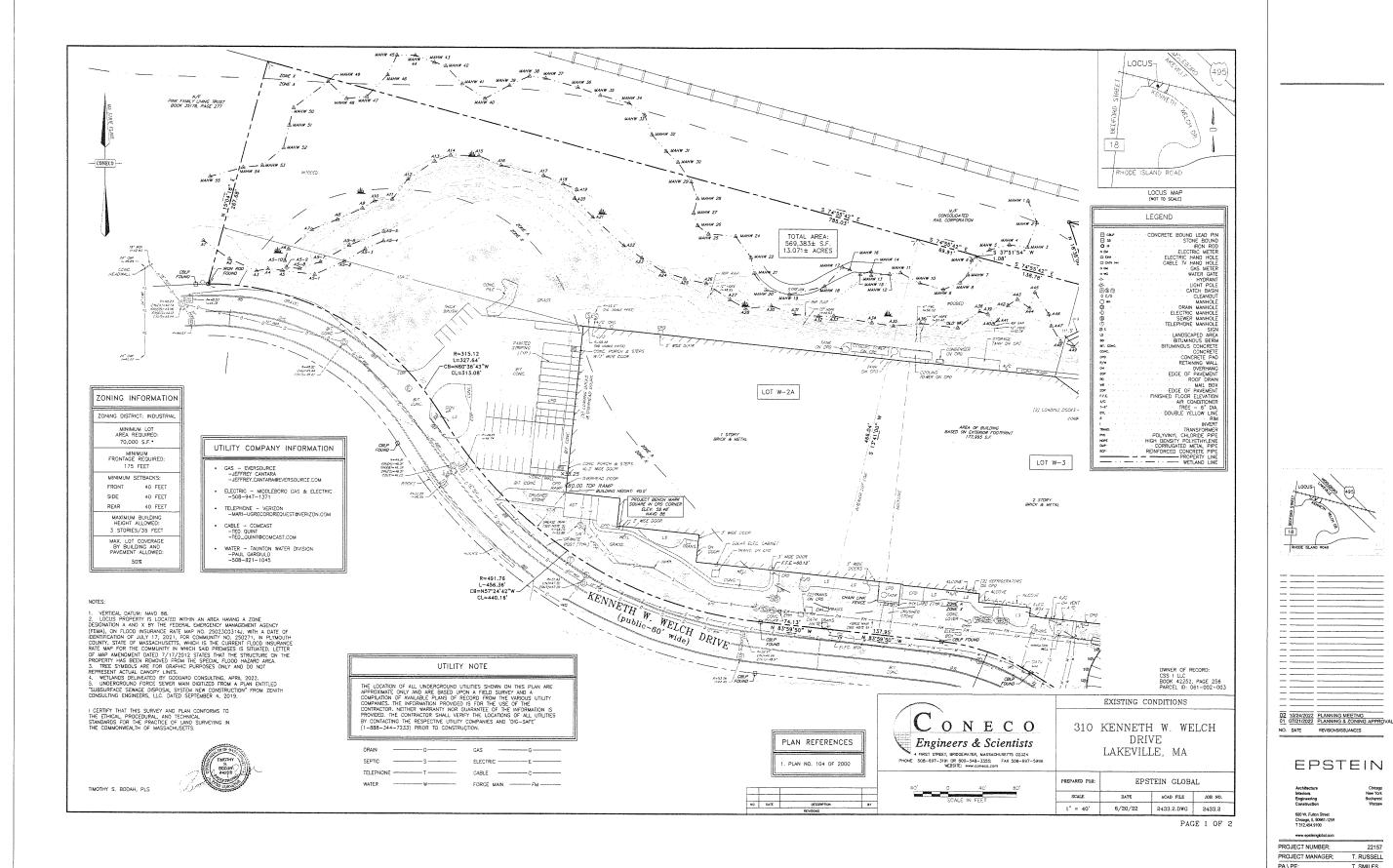
Interiors Engineering Construction

500 W. Fulton Street Chicago, IL 50561-1259 T 312.454.9100 www.epstringlobal.co

PROJECT NUMBER: PROJECT MANAGER: T. RUSSELL PA\PF T SMILES DRAWN BY: A. OUTLEY CHECKED BY: D. HILTY

GENERAL NOTES

Project



Electrical Engineer

Civil Engineer

Project

VEGA

EXISTING CONDITIONS PLAN 1 OF 2

DRAWN BY:

CHECKED BY:

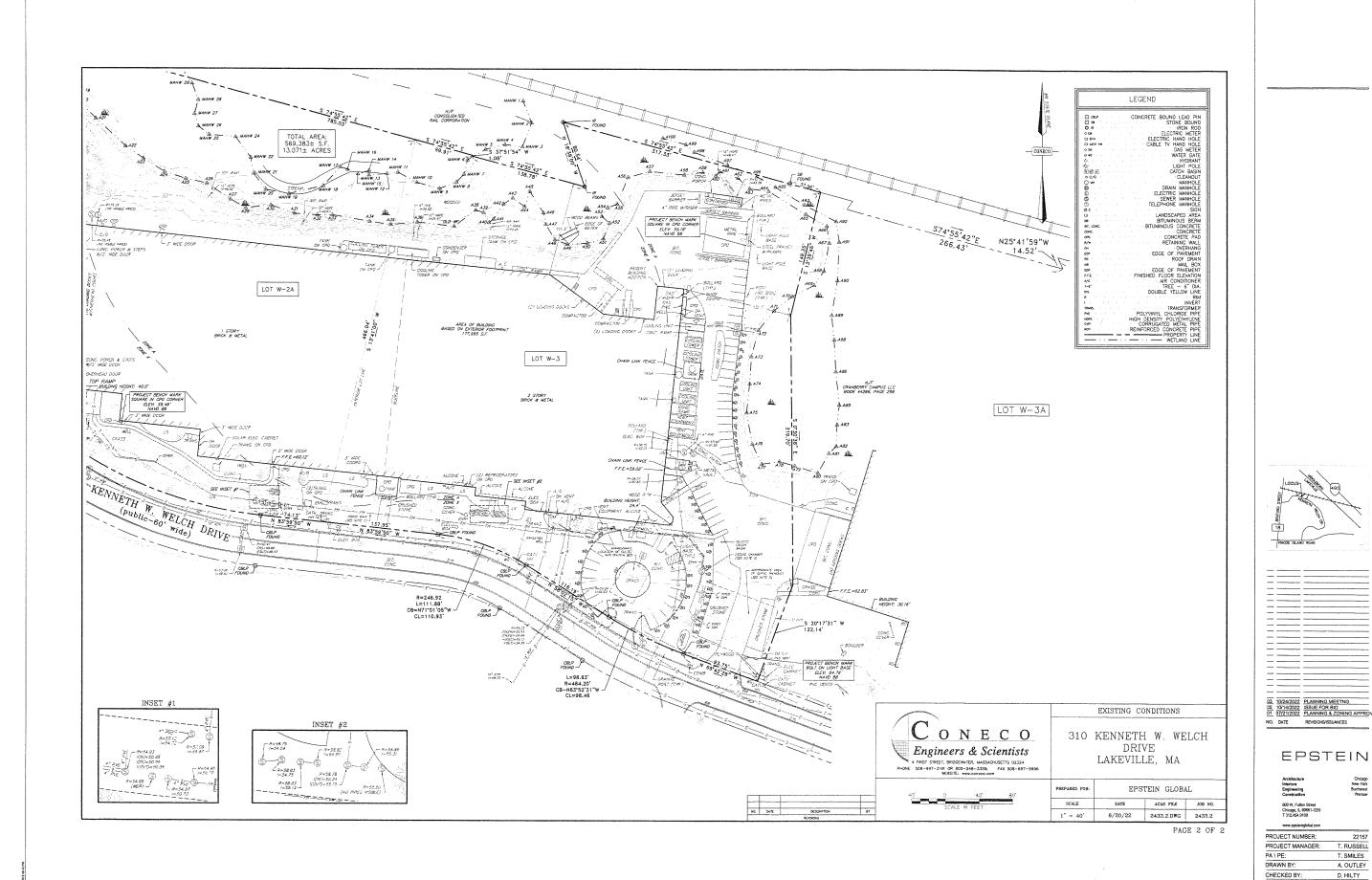
C-011

22157

T. RUSSELL

T SMILES

A. OUTLEY



Electrical Engineer

Civil Engineer

VÉGA

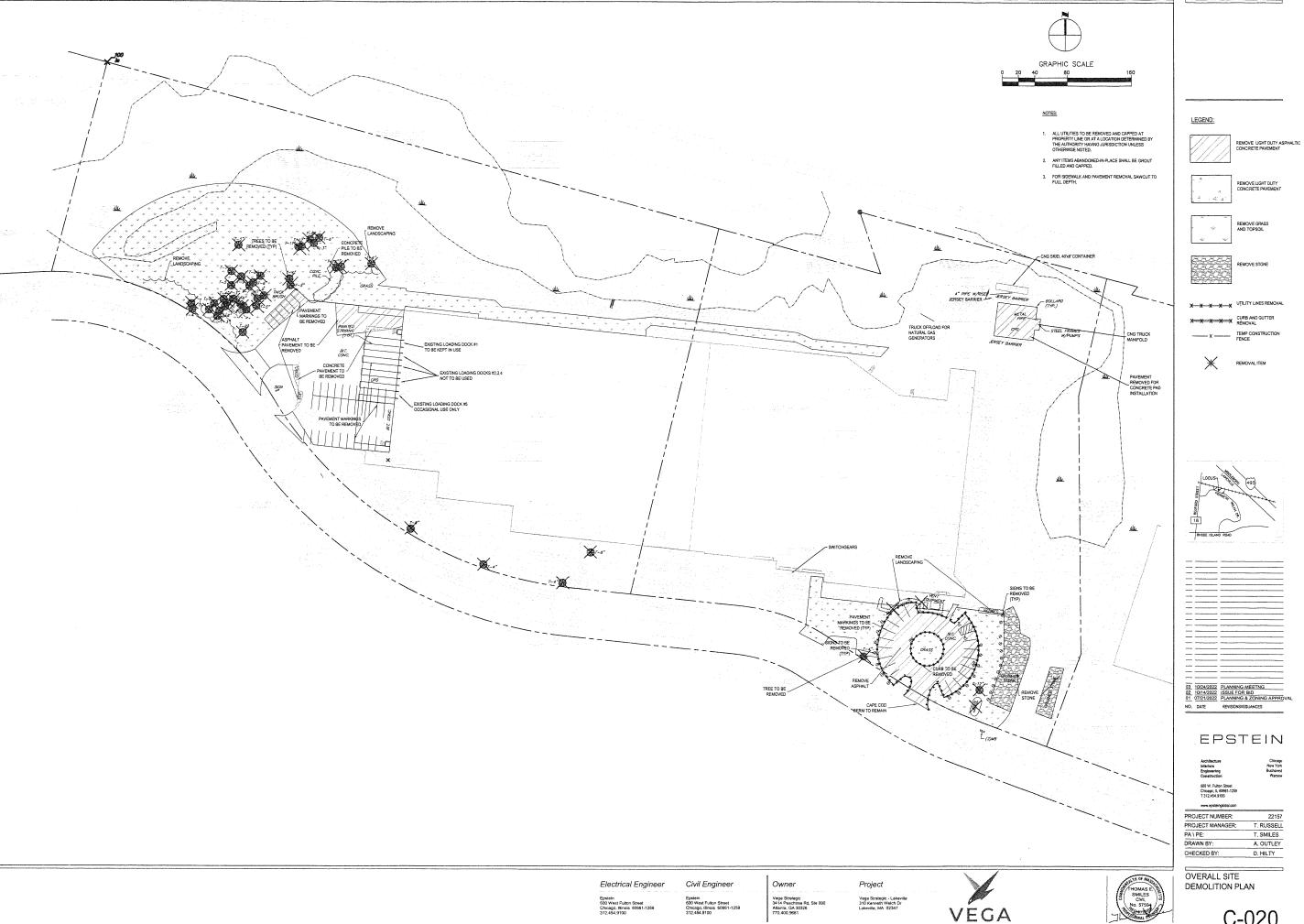
EXISTING CONDITIONS PLAN 2 OF 2

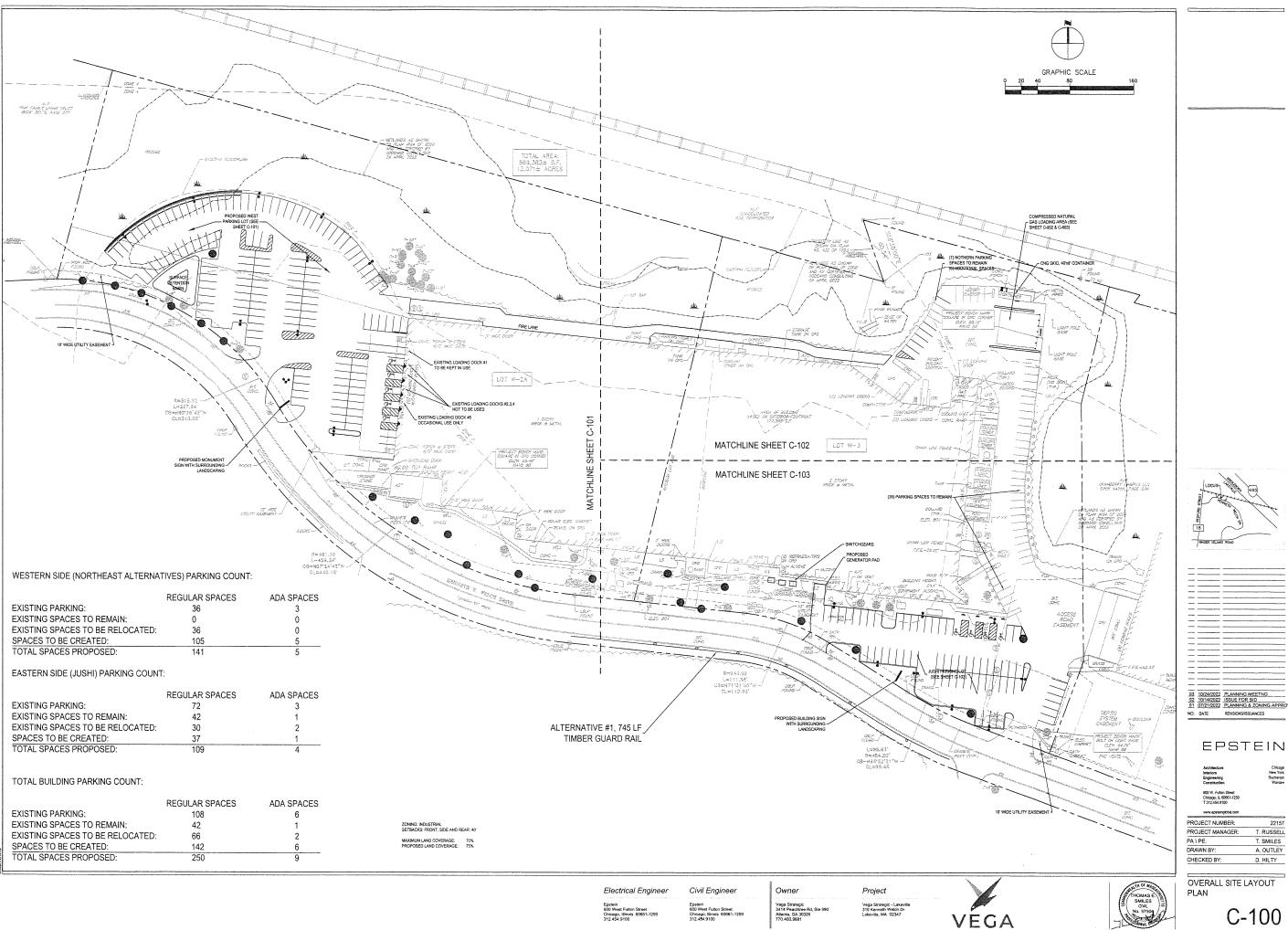
C-012

22157

T. RUSSELL

T. SMILES A. OUTLEY





OVERALL SITE LAYOUT

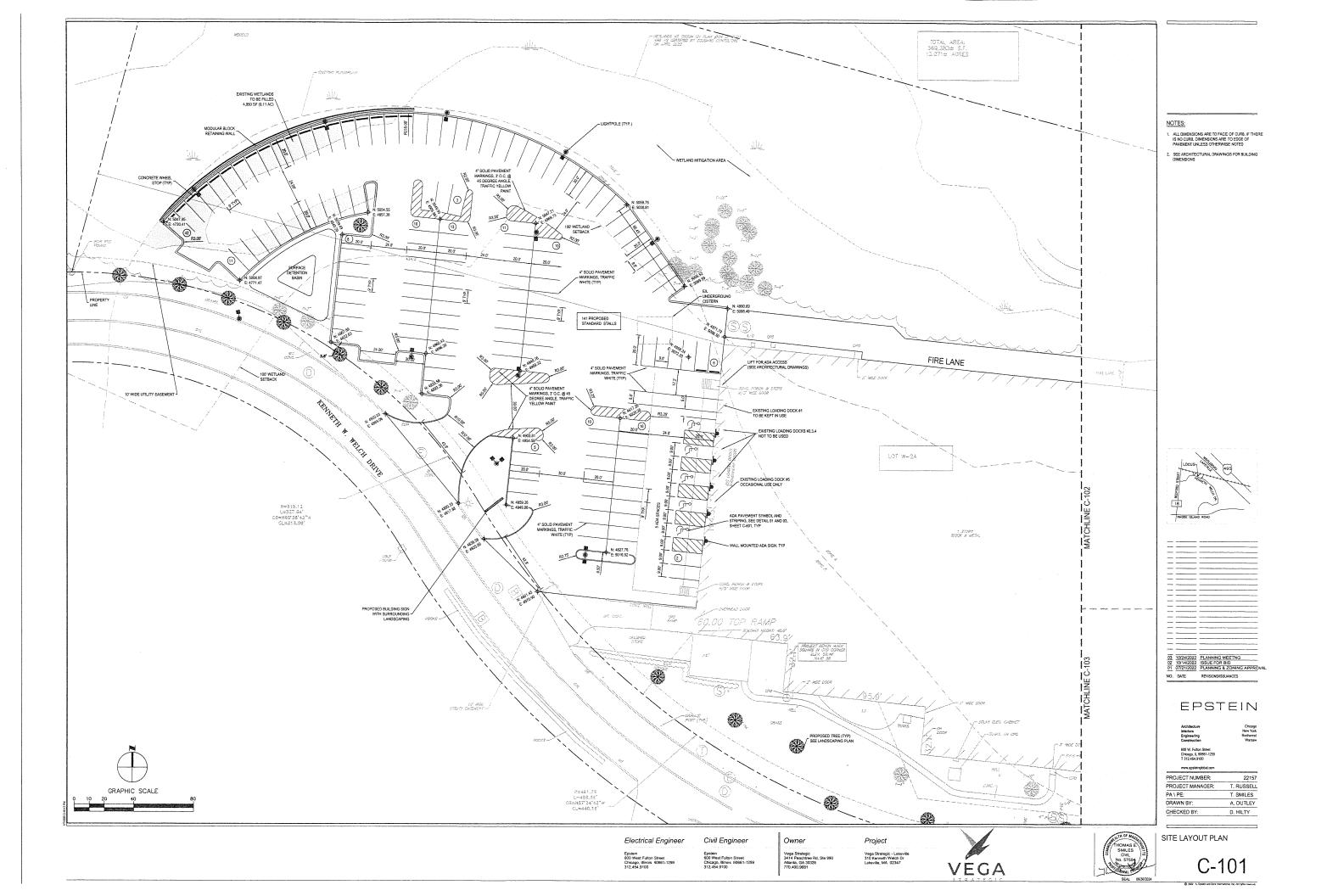
Architecture Interiors Engineering Construction

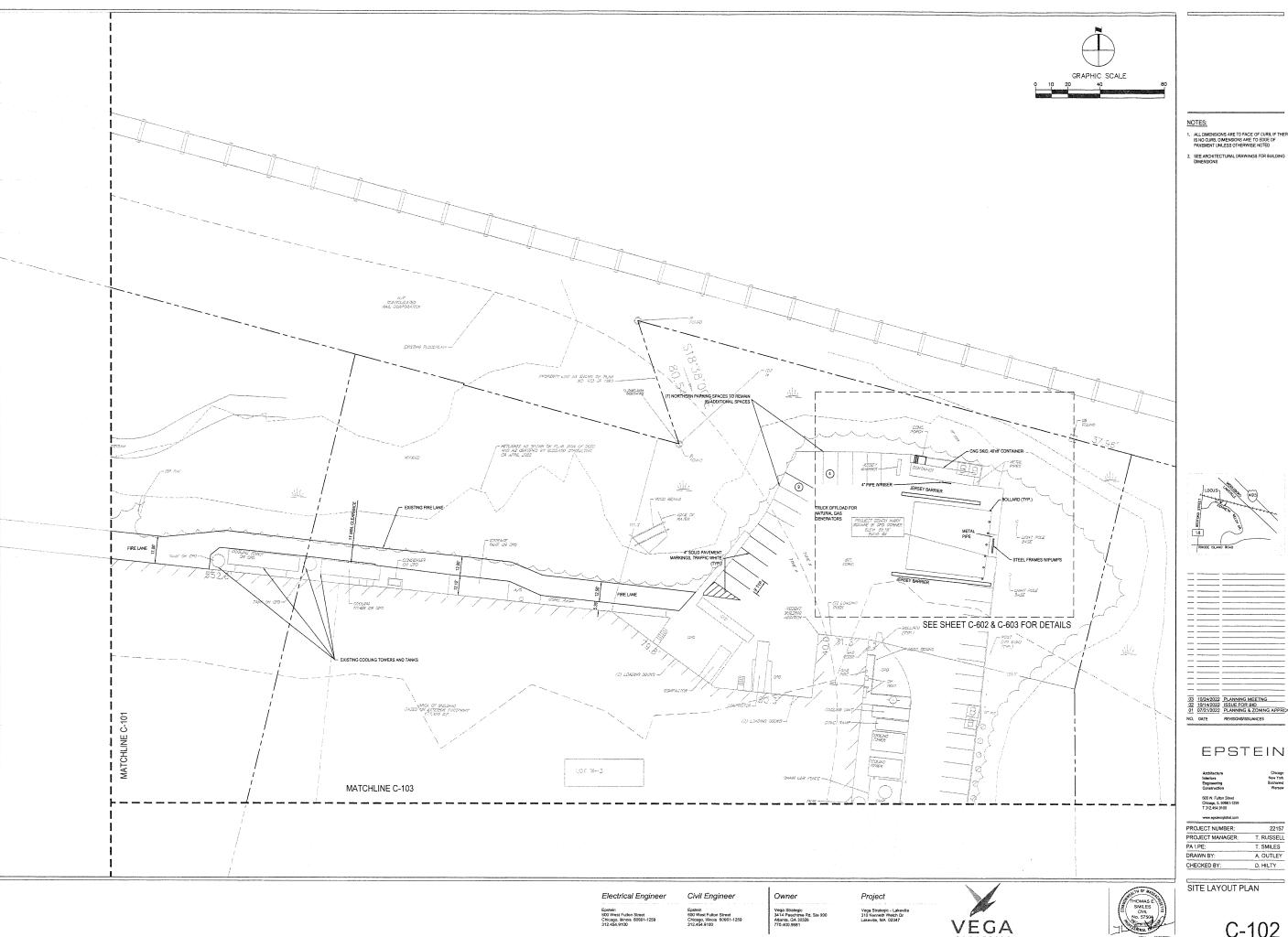
C-100

22157

T. RUSSELL

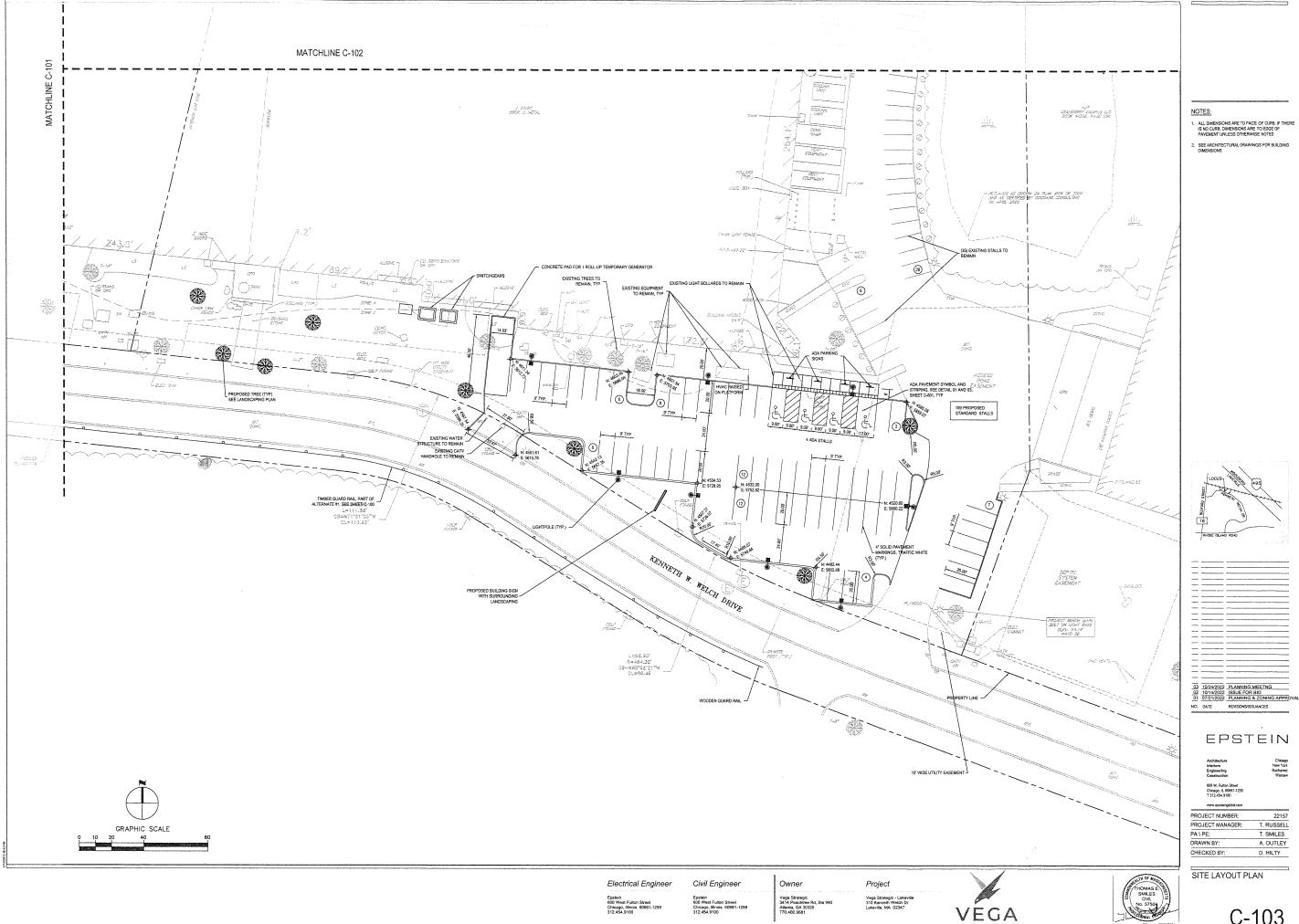
A. OUTLEY

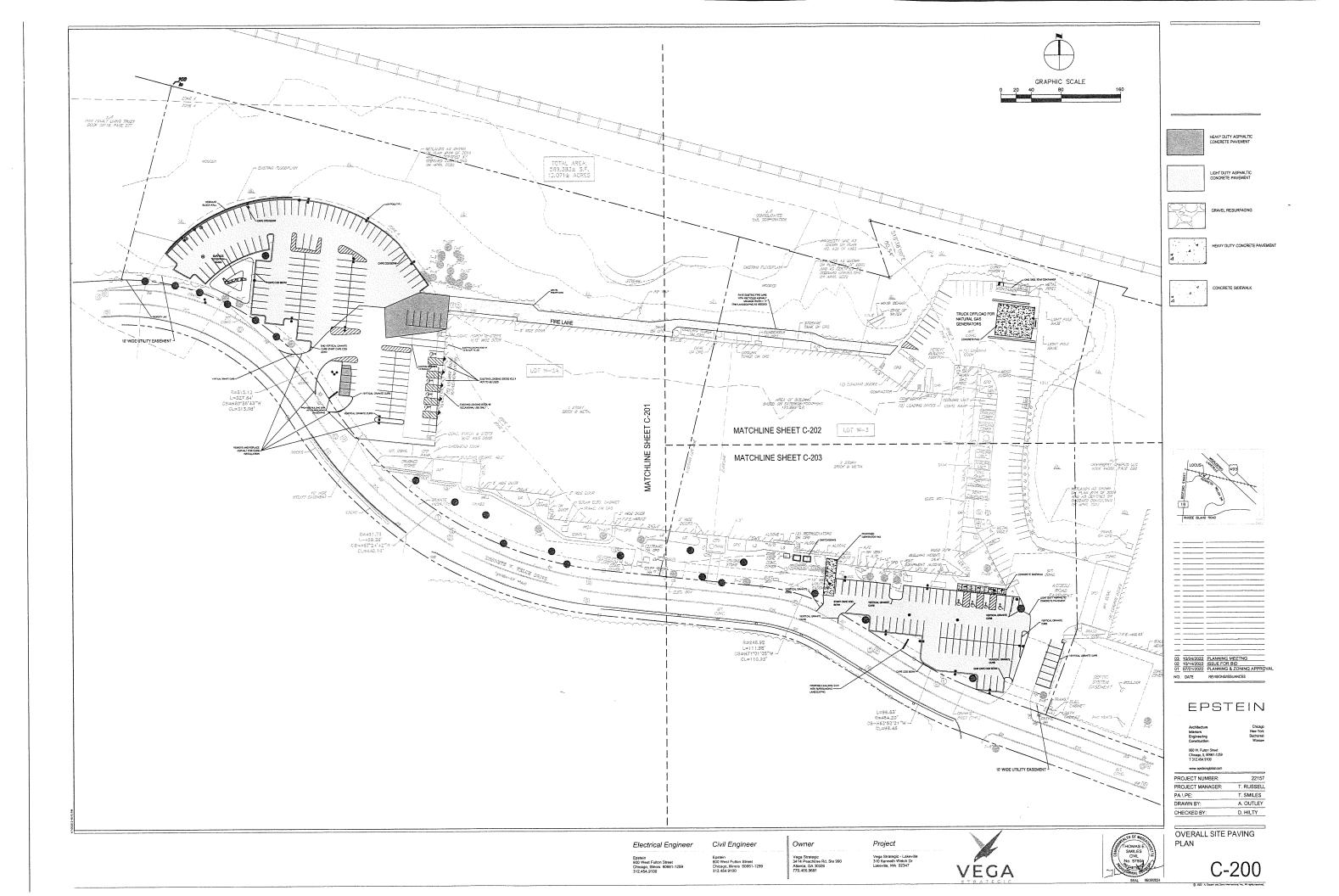


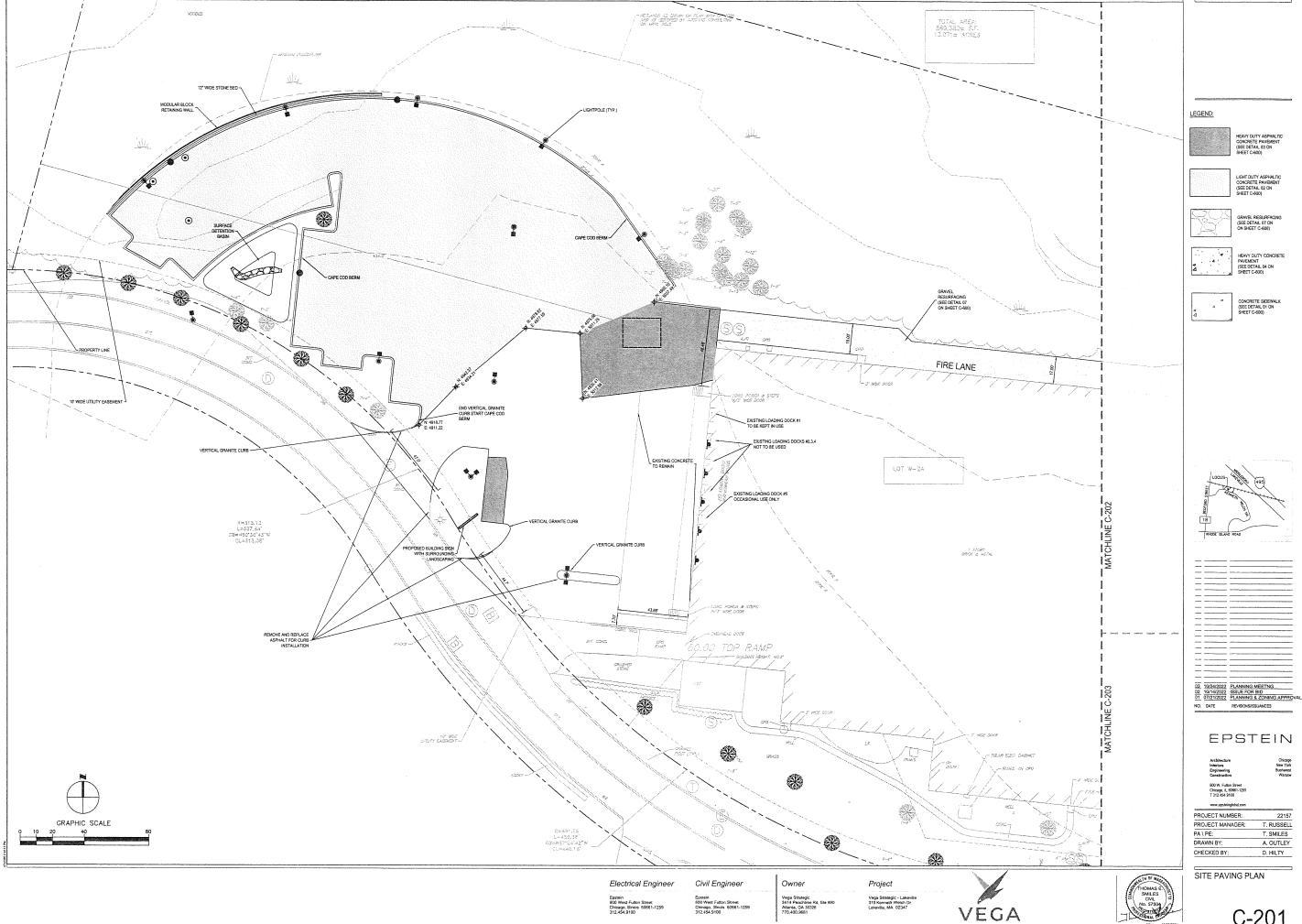


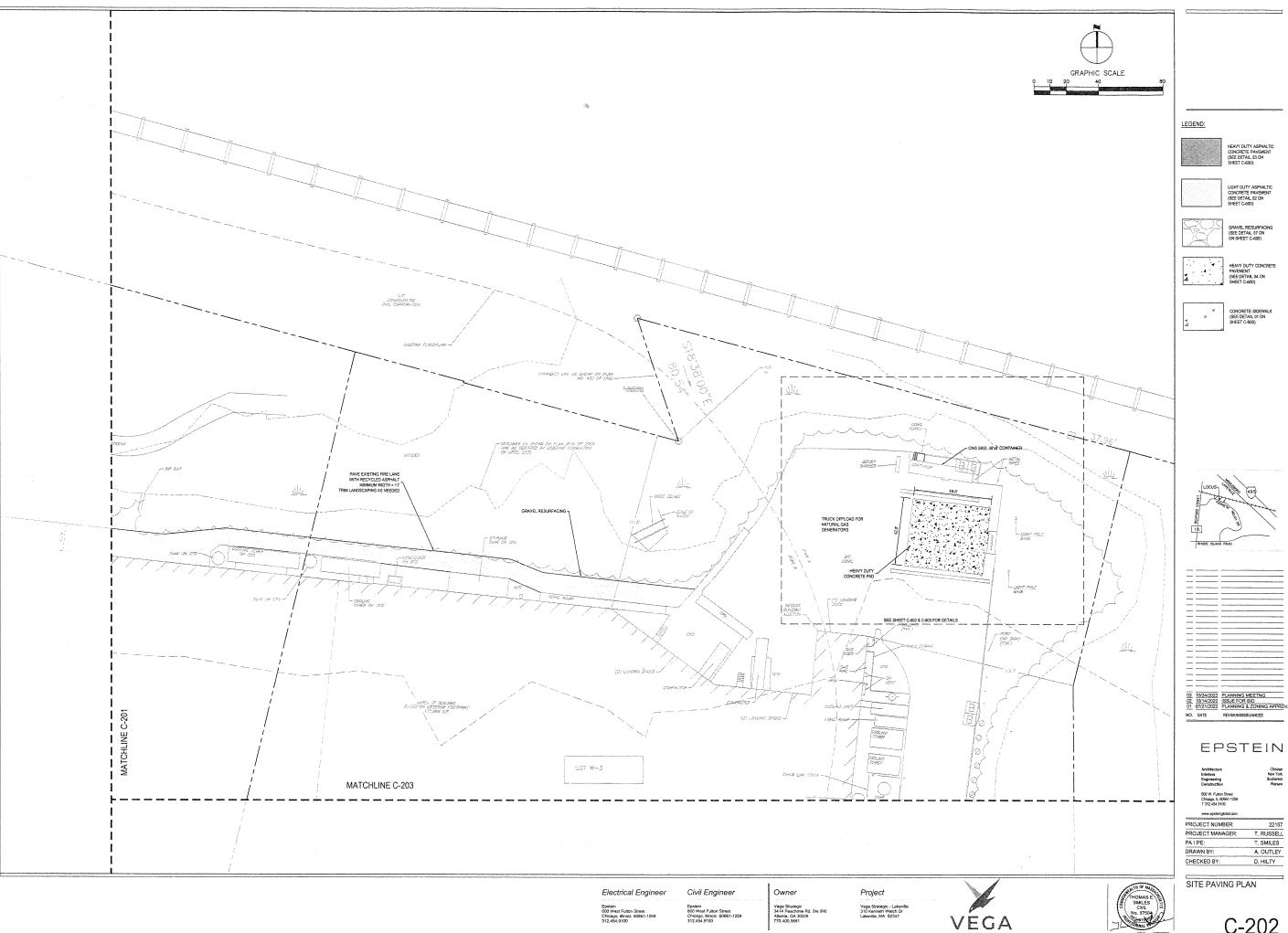
22157 T. RUSSELL

T. SMILES A. OUTLEY









22157

T. SMILES

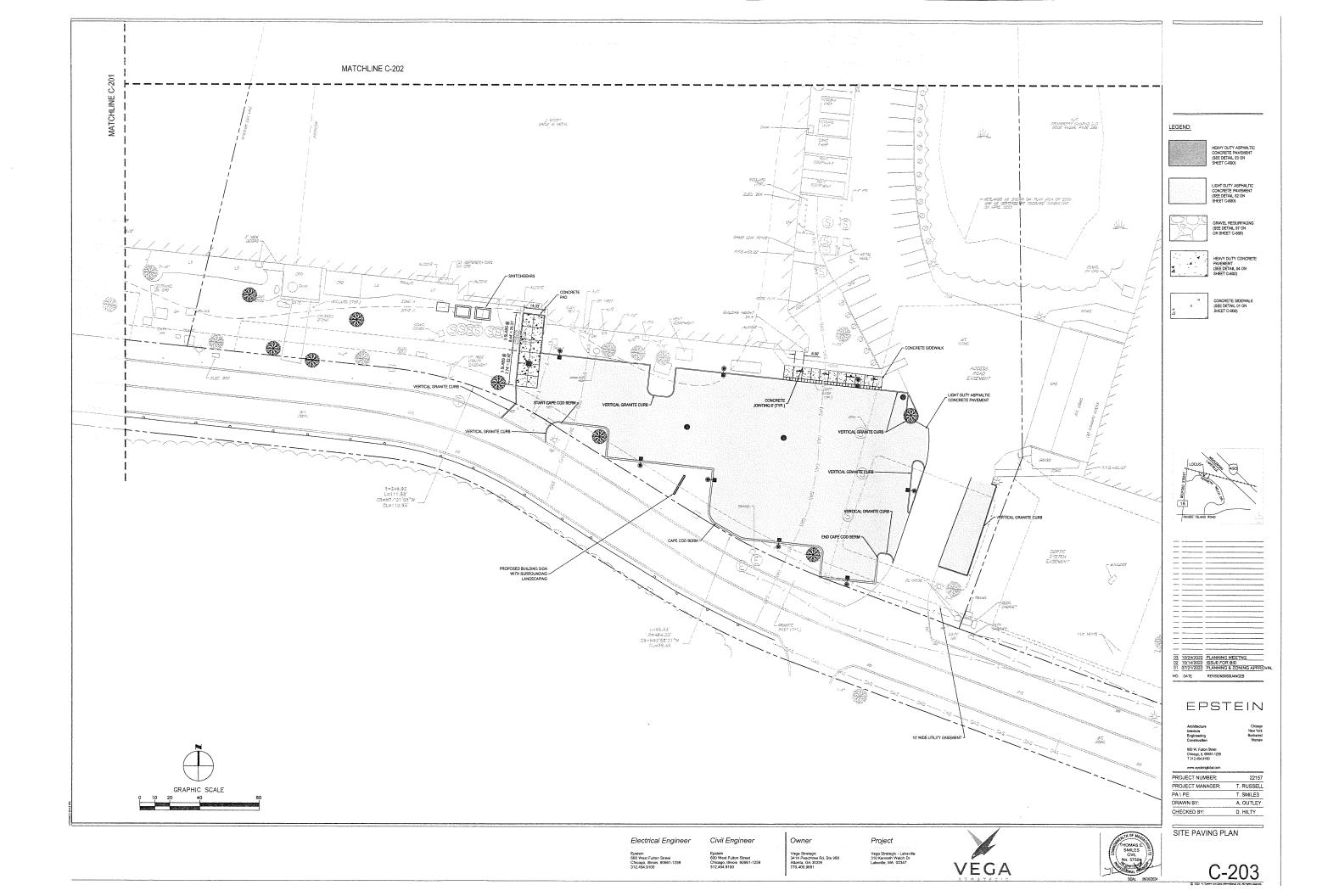
A. OUTLEY

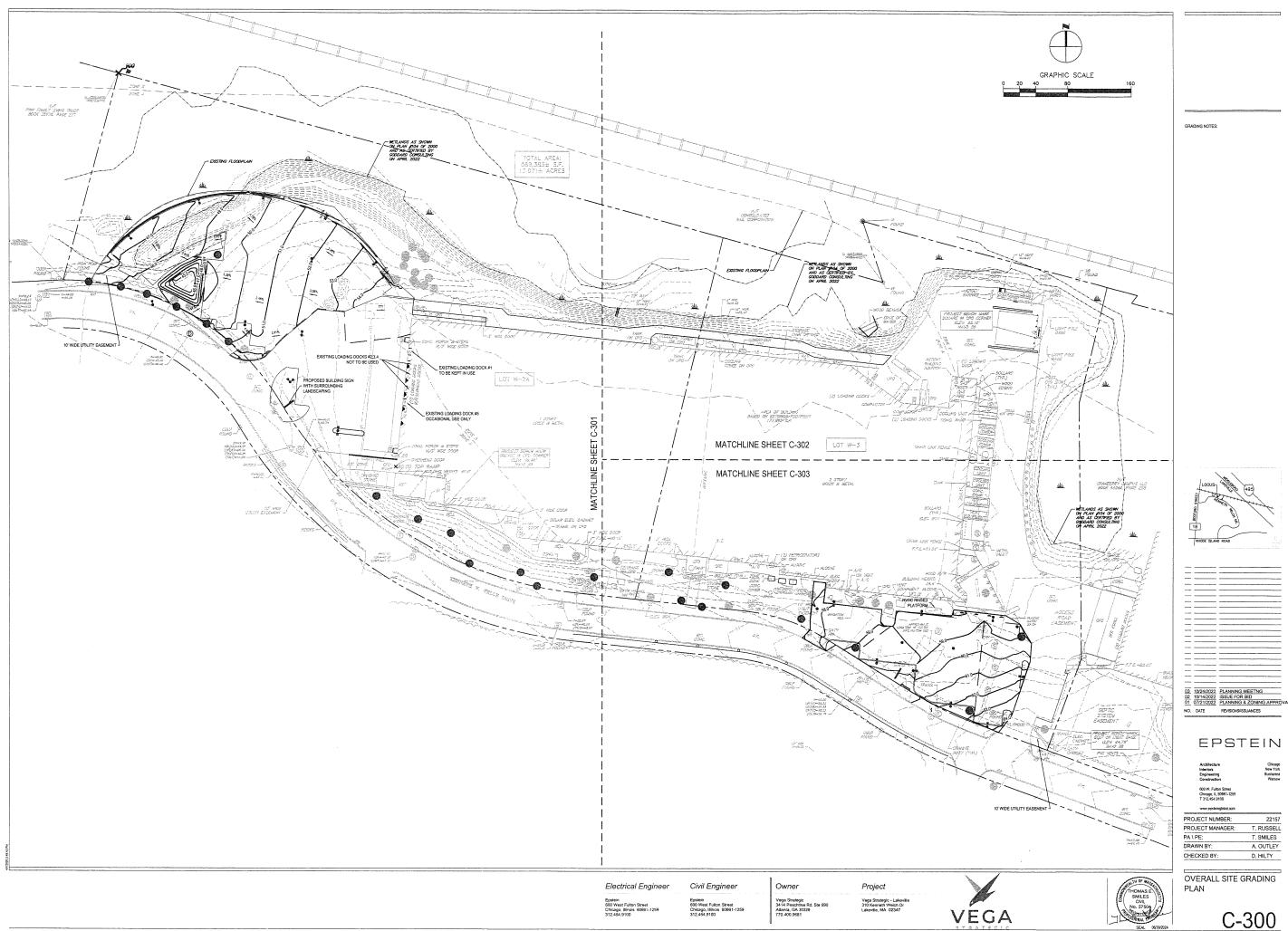
D. HILTY

HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL 03 ON SHEET C-600)

LIGHT DUTY ASPHALTIC CONCRETE PAVEMENT (SEE DETAIL 02 ON SHEET C-600)

GRAVEL RESURFACING (SEE DETAIL 07 ON ON SHEET C-600)









03 10/24/2022 PLANNING MEETING 02 10/14/2022 ISSUE FOR 91D 01 07/21/2022 PLANNING & ZONING APP

EPSTEIN

Architecture Interiors Engineering Construction

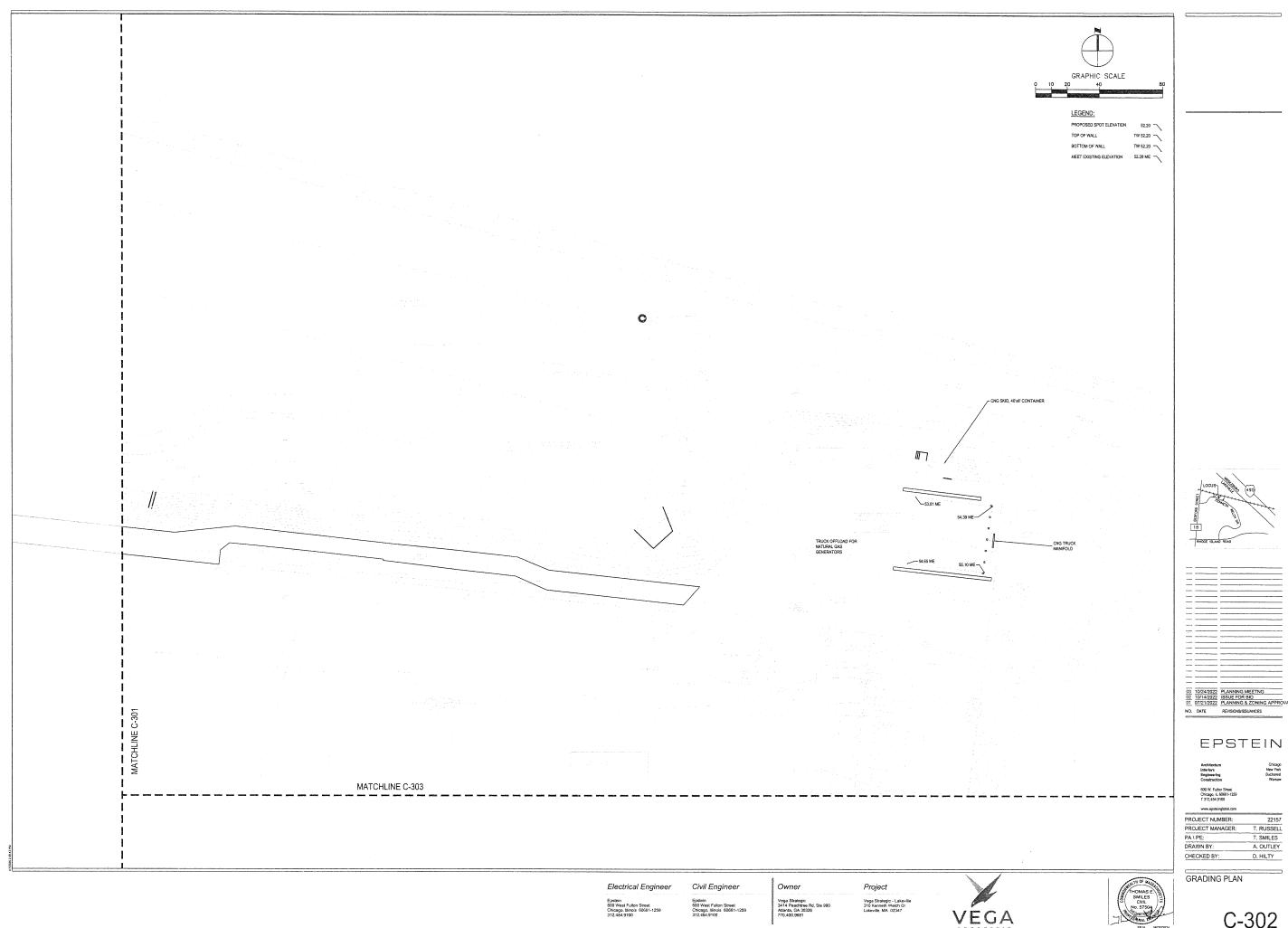
Chicago New York Bucharest Warsaw

Chicago, IL 50661-12 T 312.454.9100 www.epsteinglobal.co

PROJECT NUMBER: 22157
PROJECT MANAGER: T. RUSSELL
PA \ PE: T. SMILES
DRAWN BY: A. OUTLEY
CHECKED BY: D. HILTY

GRADING PLAN

C-301

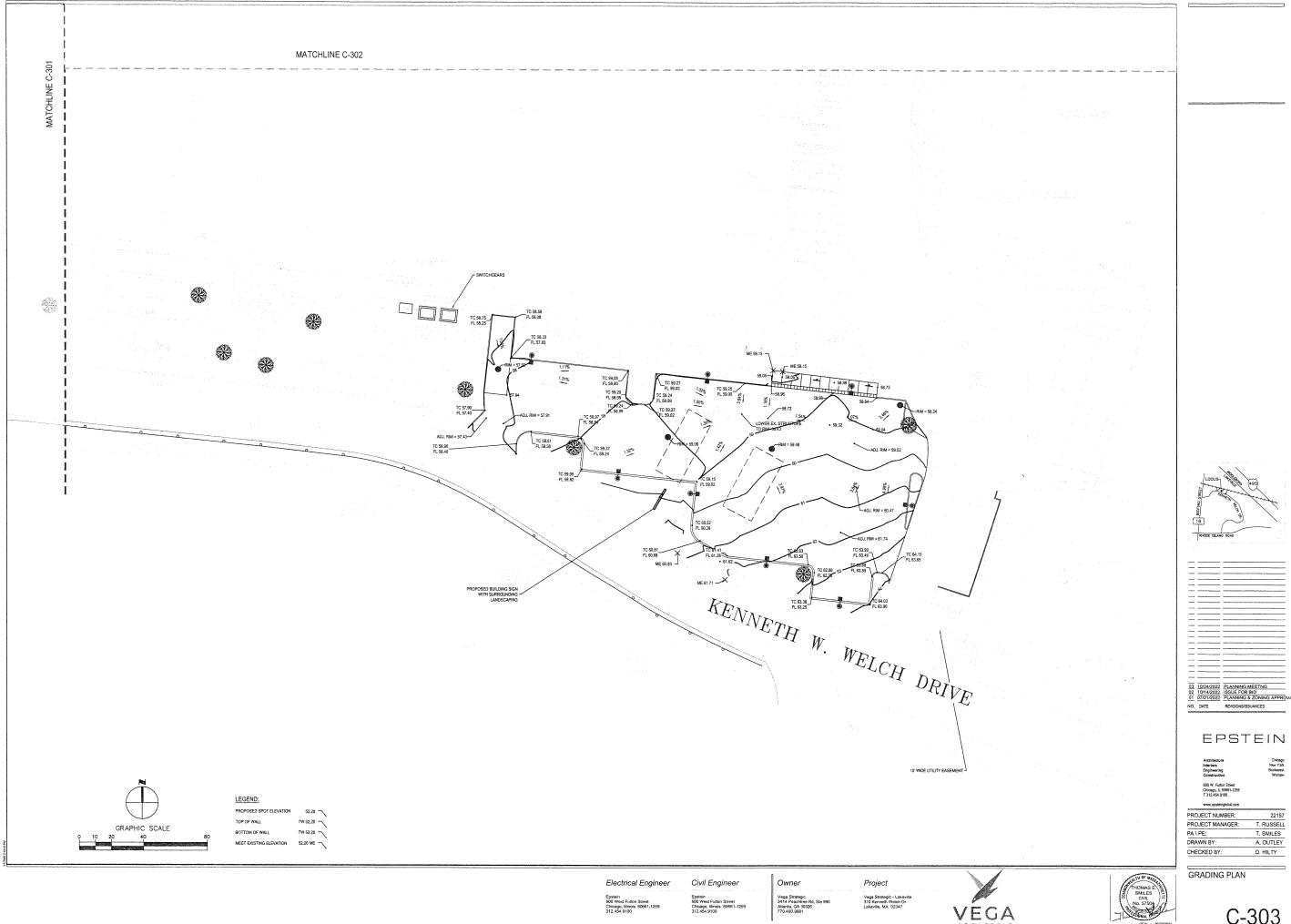


A. OUTLEY CHECKED BY: D. HILTY GRADING PLAN

C-302

22157 T. RUSSELL

T. SMILES



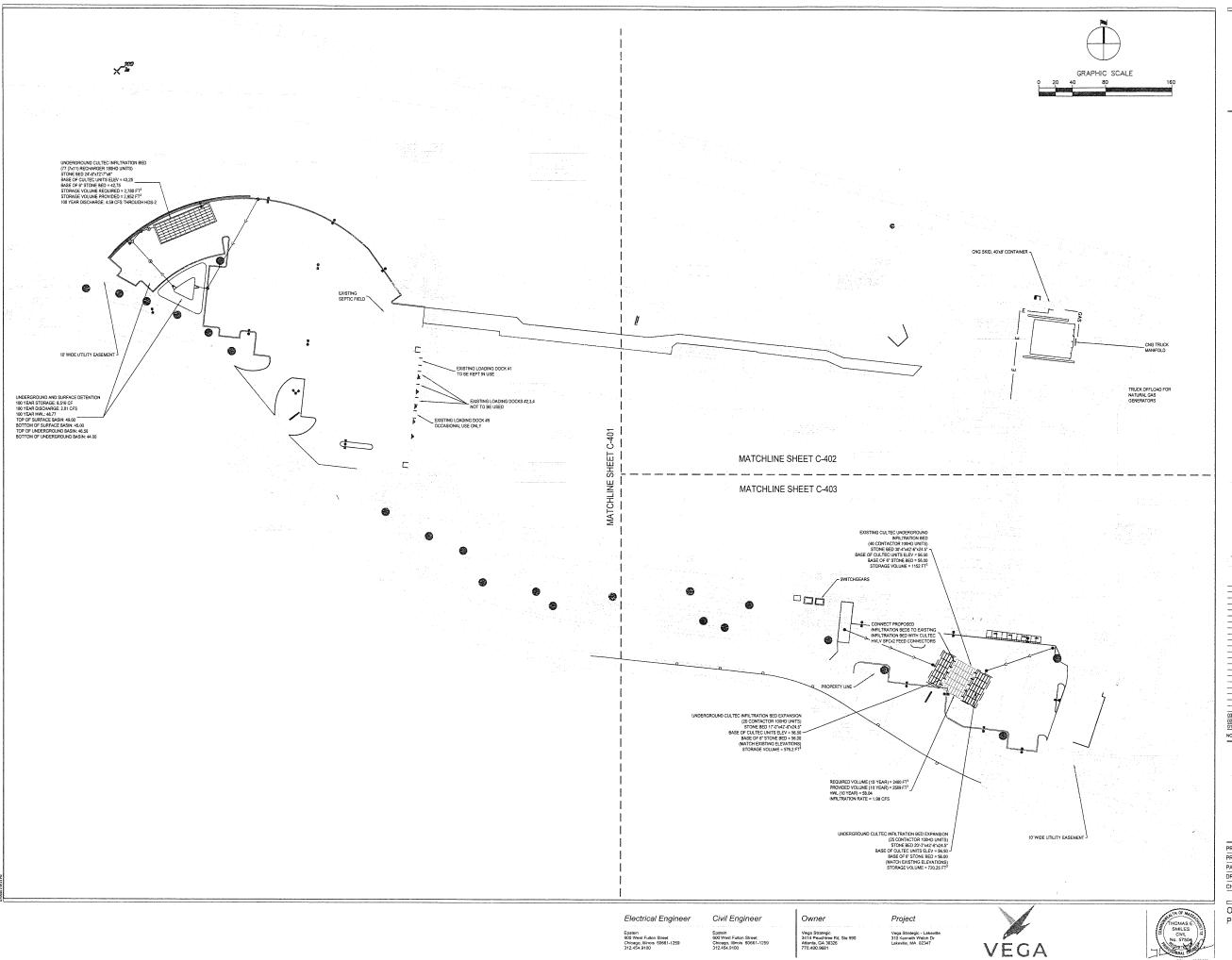
GRADING PLAN

C-303

22157

T. RUSSELL

A. OUTLEY





# EPSTEIN

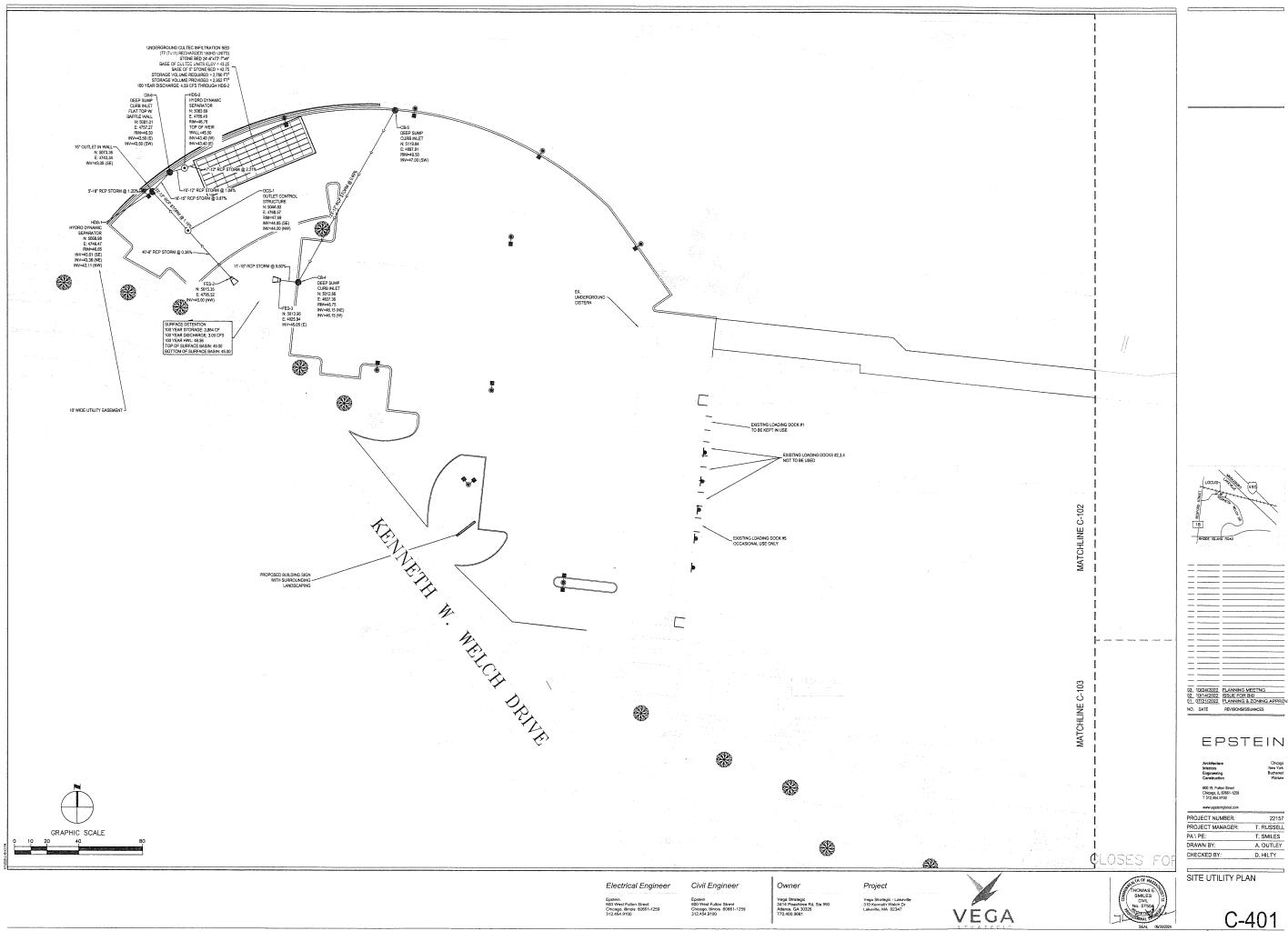
A	
Architecture	
Interiors	
Engineering	
Construction	
Construction	
500 W. Futton Street	
Chi II COCCA 4000	

Chicago, IL 60661-1259 T 312.454.9100

www.epsteinglobal.com	
PROJECT NUMBER:	2215
PROJECT MANAGER:	T, RUSSE
PA \ PE:	T. SMILES
DRAWN BY:	A. OUTLE
CHECKED BY:	D. HILTY

OVERAL SITE UTILITY PLAN

C-400

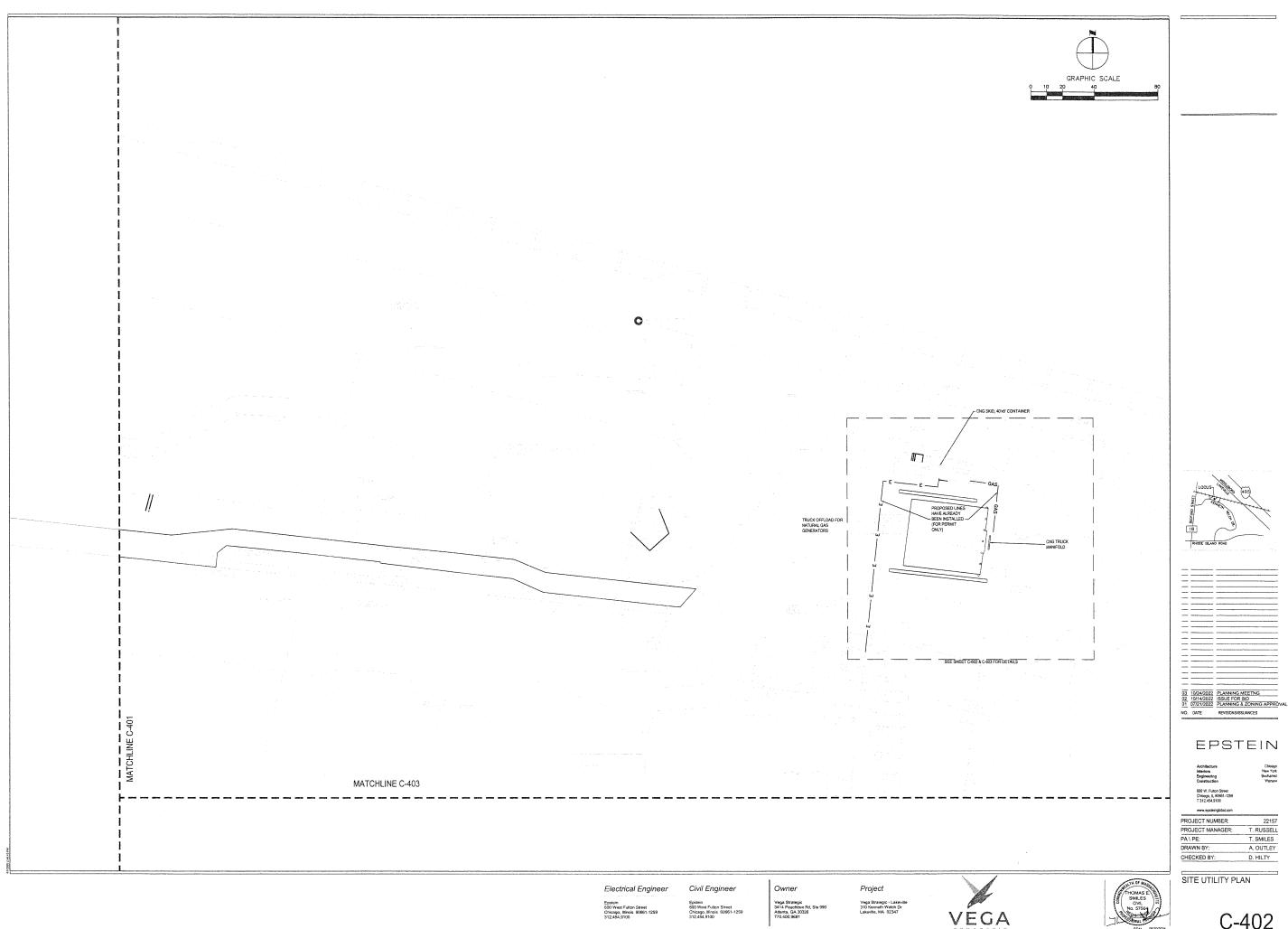


Chicago New York Bucharest Warsaw

22157

T. SMILES

A. OUTLEY

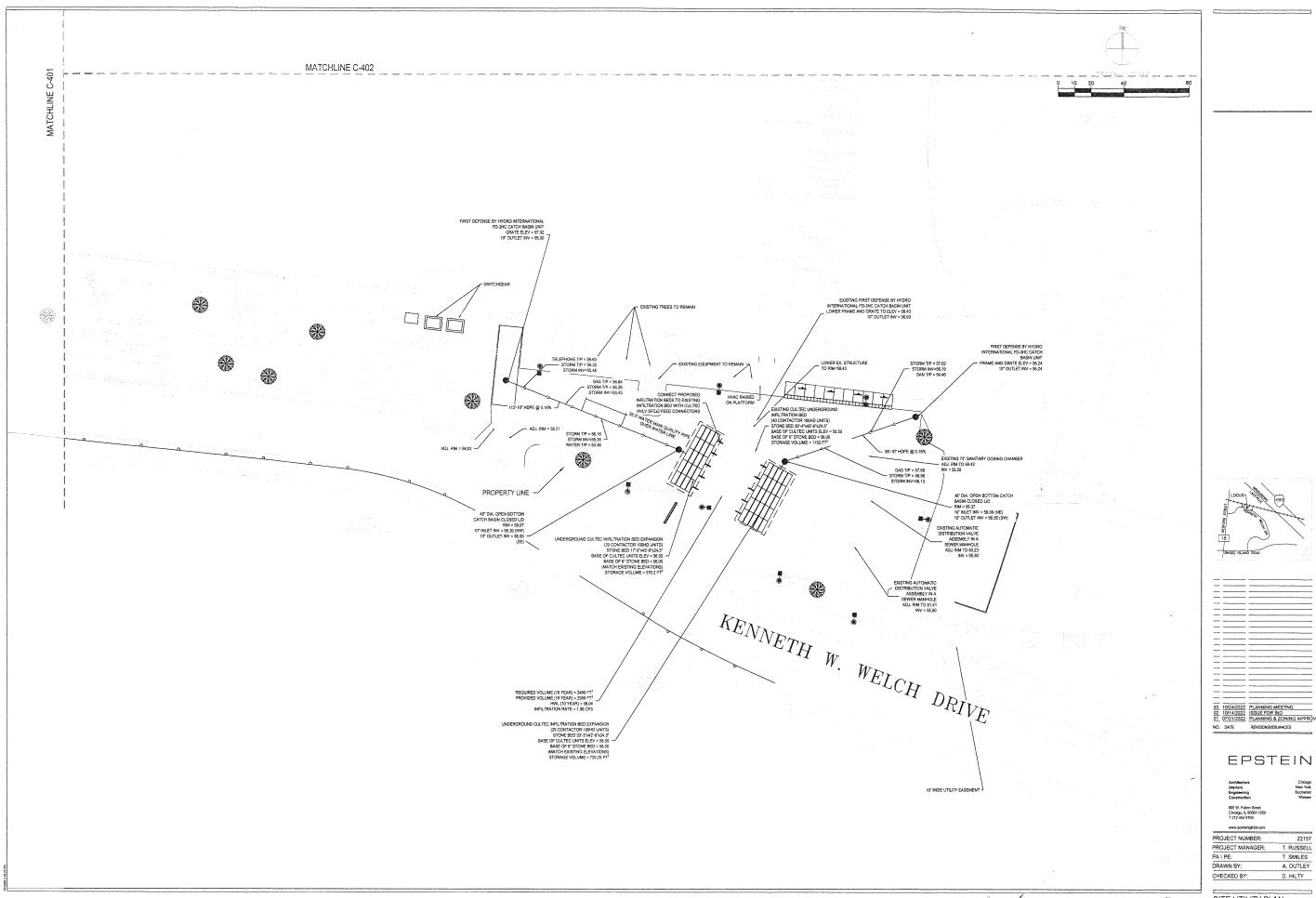


SITE UTILITY PLAN

C-402

22157 T. RUSSELL

T. SMILES A. OUTLEY



Electrical Engineer

Owner

Project

VEGA

SITE UTILITY PLAN

C-403

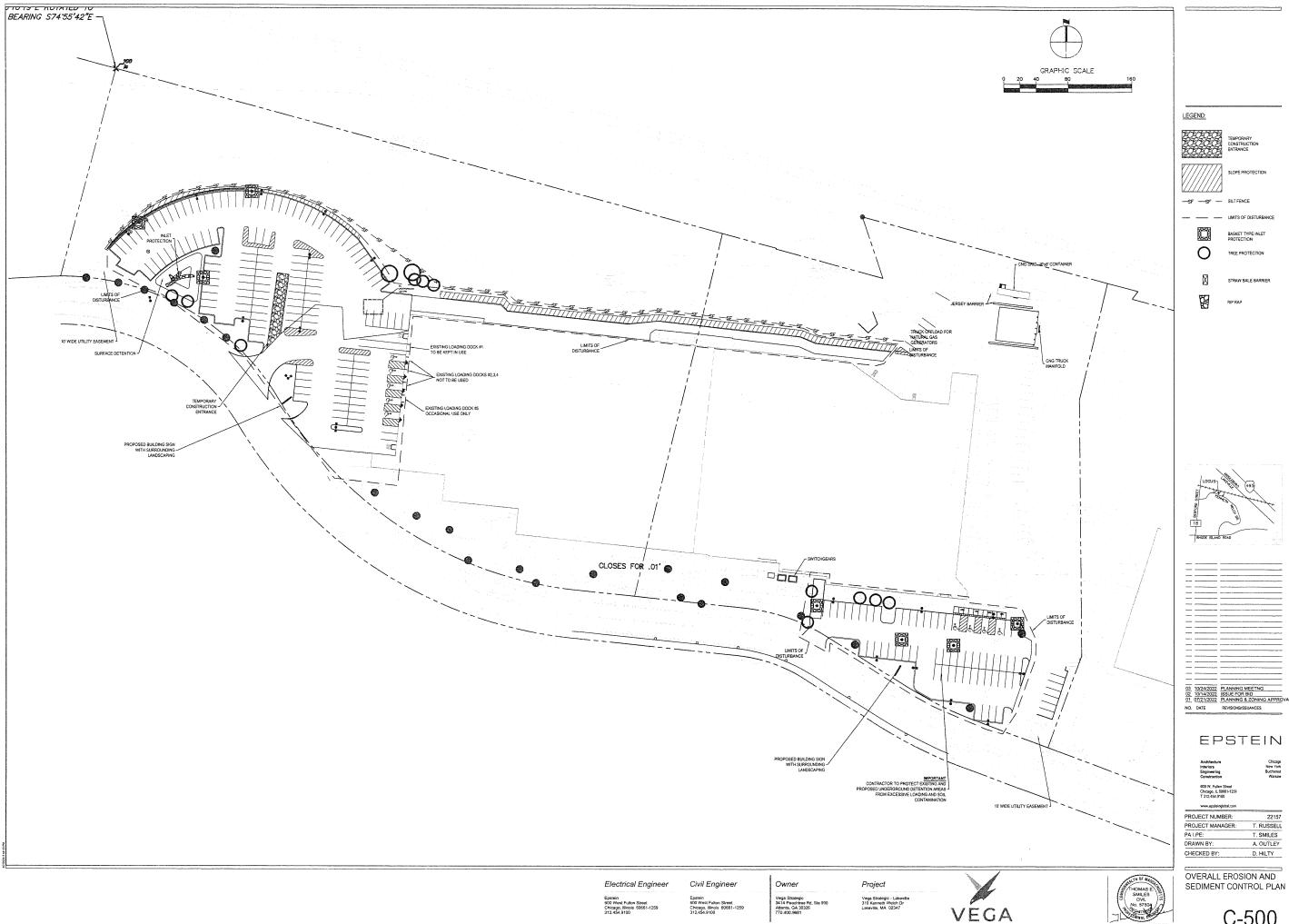
Chicago New York Bucharest Warsaw

22157

T. SMILES

A. OUTLEY

D, HILTY



#### STORM WATER POLLUTION PREVENTION PLAN

SOIL EROSION AND SEDIMENTATION CONTROL SHALL MEET THE REQUIREMENTS OF THE FOLLOWING STANDARDS, CODES AND REGULATIONS OF PUBLIC AUTHORITIES BEARING ON PERFURMANCE OF THE WORK:

NPDES CONSTRUCTION GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY

MASSACHUSETTS EROSION AND SEDIMENT CONTROL GUIDELINES FOR URBAN AND SUBURBAN AREAS

#### PROJECT DESCRIPTION

VEGA STRATEGIC IS PROPOSING TO CONSTRUCT A 35,000 SQUARE FOOT OF ADDITIONAL PARKING LOT PAVEMENT ON A 13,08-ACRE SITE LOCATED AT 310 W. WELCH DRIVE, LAKEVILLE, PLYMOUTH COUNTY, MASSACHUSETTS THE PROPOSED DEVELOPMENT WILL CONTAIN TWO (2) PARKING LOTS, SURFACE AND SUB-SURFACE DETENTION BASINS AND VARIOUS LANDSCAPING. THE SITE IS ADJACENT TO EXISTING WETLANDS NORTHWEST OF THE CONSTRUCTION. THE VEHICULAR AREAS WILL BE PAVED. THE REMAINDER OF THE PROPERTY NOT COVERED WITH BUILDING OR PAVEMENT WILL BE PERMANENTLY STABILIZED WITH VEGETATIVE GROUND COVER. STORM WATER RUNOFF FROM THE BUILDINGS WILL DISCHARGE THROUGH DOWNSPOUTS TO UNDERGROUND PIPES THEN EITHER TO A SURFACE DETENTION POND OR AN UNDERGROUND DETENTION SYSTEM OR SHEET FLOW OUT TO THE ROAD, STORM WATER RUNOFF FROM PAYEMENT AREAS WILL DISCHARGE TO UNDERGROUND PIPES THEN EITHER TO A SURFACE DETENTION POND OR AN UNDERGROUND DETENTION SYSTEM STORM WATER WILL BE DETAINED AND RELEASED FROM THE SITE AT A RATE THAT WILL NOT EXCEED PRE-DEVELOPMENT CONDITIONS. THERE WILL BE NO ADVERSE IMPACTS OF THIS SITE ON THE ADJACENT PROPERTY OR RECEIVING WATER BODIES

#### EXISTING DRAMAGE PROSLEMS

UPON REVIEW OF THE EXISTING DRAINAGE CONDITIONS, THERE IS NO EVIDENCE OF EROSION OR SEDIMENTATION PROBLEMS.

#### IMPACT OF PROJECT ON EXISTING EROSION PROBLEMS

THE PROPOSED DEVELOPMENT WILL NOT ADVERSELY IMPACT THE EXISTING DRAINAGE CONDITIONS OR CREATE SUCH CONDITIONS THAT WOULD CAUSE THE GENERATION OF EXCESSIVE EROSION OR SEDIMENTATION.

PROPOSED LAND DISTURBANCE.
THE APPROXIMATE AREA OF LAND TO BE DISTURBED IS 0.80 ACRES.

#### PROPOSED COMPOSITE CURVE NUMBER

E PROPOSED CURVE NUMBER WITHIN THE AREA OF DEVELOPMENT IS 88.

THE CLOSEST RECEIVING BODY TO THE SITE IS THE ADJACENT WETLANDS

#### EFFECT OF LAND DISTURBANCE ACTIVITIES ON ADJACENT LAND

THE PROPOSED DEVELOPMENT WILL BE CONSTRUCTED IN SLICH A WAY AS TO NOT ADVERSELY AFFECT ADJACENT LAND. WHERE PROPOSED GRADES CAUSE STORM WATER TO FLOW TOWARD THE PERIMETER OF THE SITE DURING CONSTRUCTION, SLOPE PROTECTION AND SILT FENCE WILL BE INSTALLED TO CONTAIN THE SEDIMENT ON SITE. AFTER COMPLETION OF GRADING ACTIVITIES, THE DISTURBED AREAS WILL BE STABILIZED WITH PAVEMENT OR GROUND COVER THAT WILL ELIMINATE EROSION POTENTIAL

AT LOCATIONS WHERE THERE IS CONCENTRATED STORM WATER RUNOFF, TEMPORARY SEDIMENTATION BASINS AND SEDIMENT TRAPS WILL BE INSTALLED TO COLLECT THE RUNOFF AND ALLOW THE SEDIMENT TO SETTLE OUT.

#### PROPOSED RUNOFF CONDITIONS COMPARED TO EXISTING

#### DESCRIBE EXISTING AND PROPOSED RUNOFF CONDITIONS AND DRAINAGE PATTERNS

AT THE EAST END OF THE SITE THERE IS AN EXISTING PARKING LOT THAT DRAINS TO AN EXISTING UNDERGROUND DETENTION SYSTEM. THIS PARKING LOT WILL BE EXPANDED. THE DRAINAGE PATTERN WILL REMAIN THE SAME. THE UNDERGROUND DETENTION SYSTEM WILL BE ENLARGED TO ACCOUNT FOR THE ADDITIONAL IMPERVIOUS AREA. THE DETENTION SYSTEM IS DESIGNED FOR 100% INFILTRATION. ONLY IN THE EVENT OF A RAIN EVENT IN EXCESS OF 100-YEAR STORM WOULD THE SYSTEM OVERFLOW TO THE ADJACENT RIGHT-OF-WAY.

AT THE WEST END OF THE STE THERE IS AN EXISTING PAVED AREA THAT DRAINS INTO THE ADJACENT RICHT-OF-WAY. THIS DRAINAGE AREA WILL REMAIN. ADDITIONAL PAVEMENT WILL BE ADDED TO THE WEST OF THE EXISTING PAVEMENT TO CREATE A PARKING LOT. THIS AREA IS OPEN PERMICUS AREA THAT DRAINS TO THE WEST INTO A DITCH THAT INTERCEPTS THE FLOW UPSTREAM OF THE ADJACENT WETLANDS. THE PROPOSED PAVED PARKING LOT WILL MAINTAIN THE DRAINAGE PATTERN TO THE WEST BUT BE COLLECTED BY STORM DRAINS AND ROUTED INTO A DETENTION BASIN WHERE THE STORMWATER WILL BE RELEASED AT A RATE THAT WILL NOT EXCEED PRE-DEVELOPMENT CONDITIONS. WHERE POSSIBLE, INFILTRATION WILL BE UTILIZED TO RETAIN AS MUCH STORMWATER ON SITE AS POSSIBLE.

DISCHARGES FROM FIRE FIGHTING ACTIVITIES.

FIRE HYDRANT FLUSHINGS.

WATER USED TO WASH VEHICLES OR CONTROL DUST.

POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS CONTAINING LESS THAN 1,000 GALLONS.

UNCONTAMINATED GROUNDWATER, INCLUDING DEWATERING GROUNDWATER.

EXTERIOR BUILDING WASHDOWN WITHOUT DETERGENTS.

PAVEMENT WASH WATERS WHERE SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED AND WHERE DETERGENTS ARE NOT USED. CONCRETE RINSE WATER AND WATER RUNOFF DURING PAYING ACTIVITIES THAT WILL BE RETAINED WITHIN SEDIMENT BASINS.

#### SECUENCE OF CONSTRUCTION

- 1. INSTALLATION OF TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT.
- 2. INSTALLATION OF TEMPORARY PERIMETER SEDIMENT FENCE AND MEASURES TO PROTECT EXISTING CULVERTS AND DITCHES.
- 3. TOPSOIL STRIPPING AND STOCKPILE.
- 4. TEMPORARY SEEDING OF TOPSOIL STOCKPILE.
- 5. ROUGH GRADING OF THE SITE. 6. INSTALLATION OF SEDIMENT BASIN.
- 7. INSTALLATION OF EROSION CONTROL BLANKETS ON STEEP SLOPES. 8. INSTALLATION OF UNDERGROUND UTILITIES.
- 9. INSTALLATION OF INLET AND OUTLET PROTECTION.
- 10. INSTALLATION OF PAVEMENT.
- 11. RE-SPREAD OF TOPSOIL TOPSOIL STOCKPILE REMOVAL
- 12. INSTALLATION OF PERMANENT GROUND COVER.
- 13. REMOVAL OF INLET PROTECTION.
- 14. SITE STABILIZED REMOVAL OF SEDIMENT BASINS/TRAPS AND SEDIMENT FFNCE.
- 15. REGULAR INSPECTION, MAINTENANCE, AND REPAIR OF EROSION CONTROL STRUCTURES.
- 16. CONTRACTOR TO PROVIDE DUST CONTROL THROUGHOUT THE PROJECT BY MEANS OF VEGETATIVE COVER, SPRINKLING, STREET CLEANING, AND MULCHING.
- 17. CONTRACTOR TO PROVIDE AREAS FOR MATERIAL STORAGE AND SOLID WASTE REMOVAL
- 18. DISTURBED AREAS TO BE PROVIDED WITH TEMPORARY SEEDING AND MULCH WITHIN 14 DAYS IF WORK IS PLANNED TO BE SUSPENDED FOR MORE THAN 21 DAYS.

#### ERCISION AND SEDIMENTATION CONTROL MEASURES PURPOSE

TEMPORARY STABILIZED CONSTRUCTION ENTRANCE PREVENT TRACKING OF SEDIMENT OFF-SITE

TOPSOLING PROVIDE FOR ESTABLISHMENT OF VEGETATIVE GROUND COVER

TEMPORARY SEEDING PREVENT EROSION, DUST, SEDIMENTATION

PERMANENT SEEDING PREVENT EROSION, OUST, SEDIMENTATION MULCHING PREVENT EROSION, DUST, SEDIMENTATION

EROSION CONTROL BLANKETS SLOPE STABILIZATION, PREVENT EROSION, DUST LAND GRADING MINIMIZE EROSION

DUST CONTROL MINIMIZE AIR POLLUTION TEMPORARY DIVERSION DITCH PREVENT OFF-SITE SEDIMENTATION

GRASS-LINED CHANNEL SLOPE STABILIZATION AND EROSION PREVENTION

PREVENT EROSION AT OUTLETS INLET PROTECTION PREVENT SEDIMENT FROM FLOWING INTO DRAINS OR OFF-SITE

SILT FENCE PREVENT OFF-SITE SEDIMENTATION

ROCK CHECK DAM PREVENT EROSION IN CHANNELS AND SEDIMENT CONTROL SEDIMENT BASIN W/ EMERGENCY SPILLWAY PREVENT OFF-SITE SEDIMENTATION AND MINIMIZE POLLUTANTS IN RUNOFF

#### INSPECTION AND MAINTENANCE SCHEDULE

ROCK OUTLETS

WEEKLY, AFTER EACH RAIN EVENT OR IF EXCESS SEDIMENT COLLECTION

#### TEMPORARY AND PERMANENT SEEDING

FOR PERMANENT SEEDING THE CONTRACTOR SHALL PROVIDE SEEDING AS SPECIFIED BELOW:

- 1. PROVIDE A MINIMUM OF 8" OF TOPSOIL HAVING A pH BETWEEN 5.5 AND 7.5.
- 2. PREPARE SEEDBED BY SCARIFYING TO A MINIMUM DEPTH OF 3 INCHES.
- 3. APPLY FERTILIZER AND LIME (IF SOIL pH IS LESS THAN 5.5) 3" TO 6" INTO THE SOIL BROADCAST 400 POUNDS OF N-P-K (13-13-13)
- 3. APPLY CERTIFIED QUALITY SEED BY BROADCAST METHOD. PERENNIAL RYEGRASS TO BE APPLIED AT 40 POUNDS PER ACRE. PRIOR TO MULCHING, HARROW, RAKE, OR DRAG A CHAIN TO LIGHTLY INCORPORATE BROADCAST SEED AND ENHANCE GERMINATION. SELECT A SPECIES AND MIX ACCORDING TO THE OPTIMUM PLANTING DATES FOR THAT SPECIES. CONTRACT TO CONSULT THE LOCAL SEED DEALER OR COMPLY WITH THE RECOMMENDATIONS AS SPECIFIED IN SUDAS SPECIFICATIONS - SITE WORK AND LANDSCAPING
- 4. OPTIMUM SEEDING DATES OCCUR FROM MARCH 1 TO MAY 1 AND FROM AUGUST 10 TO SEPTEMBER 30.
- 5. APPLY MULCH OVER A MINIMUM OF 75% OF THE GROUND SURFACE TO BE STABILIZED.
- 6. INSPECT SEEDED AREAS 2 TO 4 WEEKS AFTER SEEDING FOR ESTABLISHMENT AND EROSION CONTROL. REPAIR AND RESEED AS NECESSARY.
- 7. SATISFACTORY ESTABLISHMENT OF SEEDING MAY REQUIRE WATERING AND RE-FERTILIZING.

#### INSPECTION AND MAINTENANCE NOTES

ALL CONTROL MEASURES ARE TO BE INSPECTED PER THE SCHEDULE AND FOLLOWING ANY STORM EVENT OF F OR MORE.

STABILIZED. DUST CONTROL INCLUDES PROVIDING VEGETATIVE COVER, SPRINKLING, STREET CLEANING, AND MULCHING.

ALL MEASURES ARE TO BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT SHOULD BE INITIATED WITHIN 24 HOURS OF

SILT FENCE TO BE INSPECTED WEEKLY FOR PROPER ANCHORAGE AND LEAKAGE UNDERNEATH. SILT FENCING IS TO BE INSPECTED FOR TEARS AND REPLACED AS NECESSARY WITHIN 24 HOURS OF REPORT.

BUILT-UP SEDIMENT IS TO BE REMOVED FROM SILT BARRIERS WHEN IT HAS REACHED 1 OF THE HEIGHT OF THE BARRIER. SEDIMENT THAT IS REMOVED IS TO BE PLACED IN A STABILIZED LOCATION ON SITE TO PREVENT RE-ENTRY INTO THE SAME OR ANOTHER ENTRAPMENT AREA. THE CONTRACTOR IS TO PROVIDE DUST CONTROL CONTINUOUSLY THROUGHOUT DRY WEATHER PERIODS, UNTIL ALL DISTURBED AREAS HAVE BEEN

TEMPORARY AND PERMANENT SEEDING IS TO BE INSPECTED FOR BARE SPOTS, WASH-OUTS AND HEALTHY GROWTH. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLANTED AREAS UNTIL GROWTH HAS REACHED 3" IN HEIGHT AND THE 70% OF THE DISTURBED AREA IS ADEQUATELY

THE STORAGE OF CN-SITE CONSTRUCTION MATERIALS SHALL MEET ALL LOCAL STATE AND FEDERAL RULES REGARDING SECONDARY CONTAINMENT.

#### LONG-RANGE EROSION AND SECUMENTATION MANAGEMENT

PROTECTED BY GROWTH.

POST CONSTRUCTION BEST MANAGEMENT PRACTICES WILL BE PROVIDED AS NECESSARY, BEST MANAGEMENT PRACTICES WILL INCLUDE MINIMIZATION OF LAND DISTURBANCE, MINIMIZATION OF IMPERMOUS SURFACES, MAINTENANCE OF VEGETATED GROUND COVER ENSURING THAT INTERIOR FLOOR DRAINS ARE NOT CONNECTED TO A STORM SEWER SYSTEM, AND MAINTENANCE OF ROCK OUTLETS.

POST CONSTRUCTION BEST MANAGEMENT PRACTICES WILL BE CONSISTENT WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS, POLICIES, AND GUIDELINES. THE OWNER WILL CONSIDER SITE-SPECIFIC AND SEASONAL CONDITIONS WHEN IMPLEMENTING CONTROL PRACTICES

OPERATION AND MAINTENANCE OF BEST MANAGEMENT CONTROL PRACTICES AFTER CONSTRUCTION SHALL BE PROVIDED BY THE OWNER.

#### CONTRACTOR/SUBCONTRACTOR CERTIFICATION STATEMENT

CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE AS PART OF THIS CERTIFICATION. FURTHER, BY MY SIGNATURE, I UNDERSTAND THAT I AM BECOMING A CO-PERMITTEE, ALONG WITH THE OWNER(S) AND OTHER CONTRACTORS AND SUBCONTRACTORS SIGNING SUCH CERTIFICATIONS, TO THE NPDES CONSTRUCTION GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY AT THE IDENTIFIED SITE. AS CO-PERMITTEE, I UNDERSTAND THAT I, AND MY COMPANY, ARE LEGALLY REQUIRED UNDER THE CLEAN WATER ACT AND THE CODE OF MASSACHUSSETS, TO ENSURE THE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STORM WATER POLLUTION PREVENTION PLAN DEVELOPED UNDER THE NPDES PERMIT AND THE TERMS OF THIS NPDES PERMIT.

PRINTED NAME	ппе	DATE
COMPANY NAME	COMPANY ADDRESS	
COMPANY PHONE	SIGNATURE	

PRINTED NAME	TITLE	DATE
COMPANY NAME	COMPANY ADDRESS	

PRINTED NAME	πιε	DATE
COMPANY NAME	COMPANY ADDRESS	
COMPANY PHONE	SIGNATURE	



 
 03
 10/24/2022
 PLANNING MEETING

 02
 10/14/2022
 ISSUE FOR BID

 01
 07/21/2022
 PLANNING & ZONING APPROVAL
 NO. DATE

#### EPSTEIN

600 W. Fulton Street Chicago, il. 60661-1259 T 312 454 9100

PROJECT NUMBER: 22157 T. RUSSELL T. SMILES DRAWN BY A. OUTLEY CHECKED BY: D. HILTY

SITE EROSION AND SEDIMENT CONTROL NOTES & DETAILS



Electrical Engineer

Civil Engineer

Owner

Project

VEGA

# SITE INSPECTION FORM (Sheet 1 of 2) Project Name: VEGA STRATEGIC SITE IMPROVEMENTS Stage of Construction: Inspection Date: \_\_\_\_\_ Next Inspection Needed: \_\_\_\_\_ Inspected By: \_\_\_\_ Pollutant Sources Are there any debris piles with petrollum cane, chemical containers or other so, of possible pollution? Erosion Control Are there any bare areas which require temporary or permanent stabilization? ☐ ☐ Are all finished out and fill slopes adequately stabilized? □ □ □ Do any structural practices show evidence of overtopping, breaks, or erosion? ☐ ☐ Are all earthen structures seeded and mulched? Is vegetation providing adequate protection? ☐ ☐ Are pertineter sediment trapping measures in place and functioning properly? Have sediment-trapping practices been installed in the proper location and before extensive grading begins? ☐ ☐ ☐ Is sediment leaving the site and/or damaging adjacent property? ☐ ☐ ☐ is there mud on public roads or at intersections with public roads? Runott Conveyance and Control Are all on-sits drainage channels and outlets adequately stabilized? (channel lining, seeding, other? \_\_\_\_\_\_; outlet stabilization?\_\_\_\_\_\_\_) Are all operational storm sewer injets protected so that sediment will not enter the ☐ ☐ Is there evidence of increased off-site erosion since the project began? Are downstream waterways and property adequately protected from Increases in stormwater runoff? Do any seeded areas require fertilizer, reseeding or additional mulch?

□ □ □ Do any structural practices require repair or clean—out?

☐ ☐ Have temporary structural practices that are no longer needed been removed?

SITE INSPE	CTION FORM (Sheet 2 of 2)
stabilization or a tempor	strooms? is channel damage being minimized? is ary stream crossing needed? g backfilled and stablized property?
General Condition of Sites	
Problems Noted and Corrective Actions Recommended:	
Other Observations:	Sketch/Map
	Octor
Reviewed By:	Reported Ta:

#### PROFESSIONAL ENGINEER CERTIFICATION STATEMENT

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALITIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

THOMAS E SMILES	DIRECTOR OF ENGINEERING	10/24/2022
PRINTED NAME	TITLE	DATE
EPSTEIN	600 WEST FULTON STREET, CHICAGO,	ILLINOIS 60661
COMPANY NAME	COMPANY ADDRESS	
(312) 454-9100		
COMPANY PHONE	SIGNATURE	



02 10/24/2022 PLANNING MEETING 01 07/21/2022 PLANNING & ZONING APPROVAL NO. DATE REVISIONS/ISSUANCES

#### EPSTEIN

Architecture Interiors Engineering Construction

PROJECT NUMBER: 22157 PROJECT MANAGER: T. RUSSELL PA \ PE: T. SMILES DRAWN BY: A. OUTLEY CHECKED BY: D, HILTY

SITE EROSION AND SEDIMENT CONTROL NOTES & DETAILS

C-502

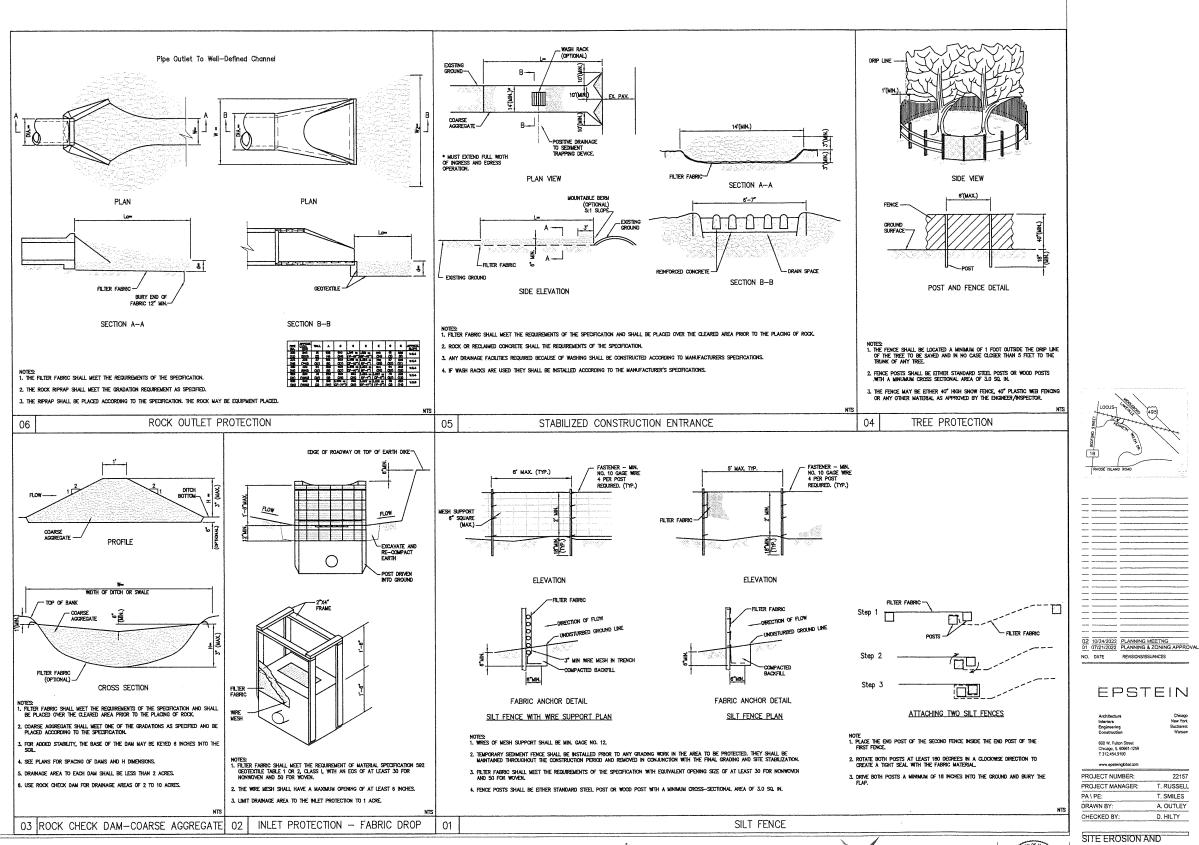
Electrical Engineer

Civil Engineer

Owner

Project

VEGA



Electrical Engineer

Civil Engineer

Project

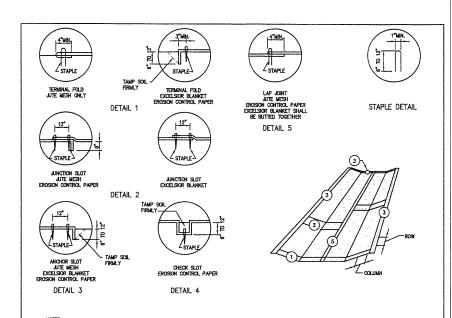
**VEGA** 

SEDIMENT CONTROL NOTES & DETAILS

C-503

T. SMILES

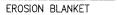
A. OUTLEY

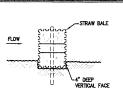


NOTES:

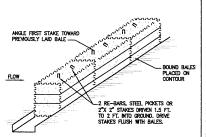
1. OH EROSON CONTROL PAPER, CHECK SLOTS, IN DITCH CHANNEL SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 50' ON SLOPES OF MORE THAN 4% AND LESS THAN 6% ON SLOPES OF 6% OR MORE, THEY SHALL BE SPACED SO THAT ONE OCCURS WITHIN EACH 25'.

- 2. STAPLES ARE TO BE PLACED ALTERNATELY, IN COLIAMS APPROXIMATELY 2' APART AND IN ROMS APPROXIMATELY 3' APART, APPROXIMATELY 175 STAPLES ARE REQUIRED PER 4'X 225' ROLL OF MATERIAL, AND 125 STAPLES ARE REQUIRED PER 4'X 150' ROLL OF MATERIAL.
- 3. EROSION CONTROL MATERIAL SHALL BE PLACED LOOSELY OVER GROUND SURFACE, DO NOT STRETCH.
- 4. ALL TERMINAL ENDS AND TRANSVERSE LAPS SHALL BE STAPLED AT APPROXIMATELY 12" INTERVALS.





BEDDING DETAIL



ANCHORING DETAIL

- NOTES

  1. BALES SHALL BE PLACED AT THE TOP OF SLOPE OR ON THE CONTOUR AND IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
- 2. EACH BALE SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF  $4^{\rm o}$ , AND PLACED SO THAT BINDINGS ARE HORIZONTAL
- 3. BALES SHALL BE SECURELY ANCHORED IN PLACE BY EITHER TWO STAKES OR RE-BARS DRIVEN THROUGH THE BALE. THE FREST STAKE IN EACH BALE SHALL BE DRIVEN TOWARD THE PREVIOUSLY LUND BALE AT AM ANGLE TO FORCE THE BALES TOGETHER. STAKES SHALL BE DRIVEN FLUSH WITH THE BALE.
- 4. INSPECTION SHALL BE FREQUENT AND REPAIR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- 4. BALES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFULNESS SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.

07

STRAW BALE BARRIER

02 10/24/2022 PLANNING MEETING 01 07/21/2022 PLANNING & ZONING APPROVAL NO. DATE REVISIONS/ISSUANCES

EPSTEIN

PROJECT NUMBER:

22157 PROJECT MANAGER: T. RUSSELL PA \ PE: T. SMILES DRAWN BY: A. OUTLEY CHECKED BY: D, HILTY

SITE EROSION AND SEDIMENT CONTROL NOTES & DETAILS

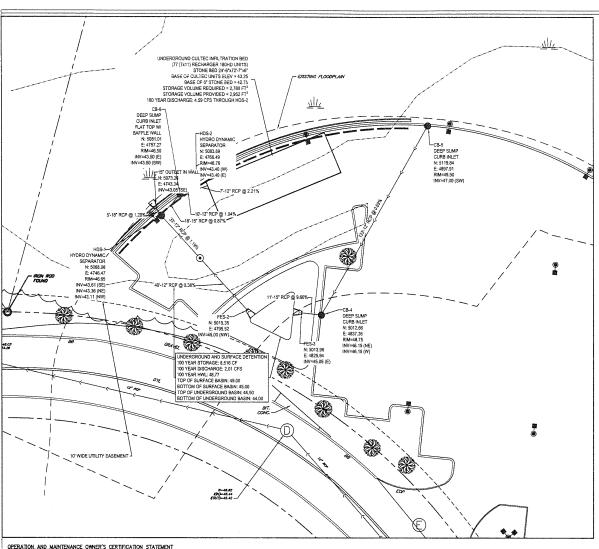
Electrical Engineer

Civil Engineer

Owner

Project

VEGA



OPERATION AND MAINTENANCE OWNER'S CERTIFICATION STATEMENT

PROPERTY NAME: VEGA STRATEGC - LAKEVILLE
PROPERTY ADDRESS: 310 KENNETH WELCH DR
LAKEVILLE, MA 02347

AS THE OWNER OF SUBJECT PROPERTY, BY SIGNING THIS DOCUMENT I/ME ACKNOWLEDGE THAT I/ME HAVE RECEIVED AND REVIEWED THE OPERATION AND MAINTENANCE PLAN DATED 10/14/2022 AND UNDERSTAND ITS CONTENTS.

IN THE EVENT THAT I/ME WERE TO SELL THIS PROPERTY, I/ME AGREE TO GIVE A COPY OF THE PLAN TO THE NEW OWNER (S) AND THIS OWNER'S CERTIFICATION STATEMENT FOR SIGNATURE. THIS SIGNED CERTIFICATION STATEMENT MUST BE SUBMITTED TO THE CITY'S DEPARTMENT OF BUILDINGS UPON TRANSFER OF OWNERSHIP. I/WE FURTHER AGREE TO ACHERE TO THE MAINTENANCE SCHEDULE OF BEST MANAGEMENT PRACTICES STIPLILATED IN THE MEASURES AS SHOWN IN THE PLAN, UPON CITY INSPECTION, I/WE COULD BE UABLE FOR A MOLATION OF THE METROPOLITAN WATER RECLAMATION DISTRICT.

OWNER'S SIGNATURE

#### O&M PLAN PRACTICES AND IMPLEMENTATION SCHEDULE

- O&M FLAN PROCEDURES AND PRACTICES MUST BE REVIEWED AND ASSESSED ANNUALLY.
- DRAINAGE STRUCTURES AND FLOW RESTRICTORS MUST BE INSPECTED AND CLEANED SEM-ANNUALLY. ROUTINE SWEEPING AND CLEANING OF IMPERVISION SPRANAGE AREAS WILL REDUCE FLOATBALES AND SEDIMENT LOADING TO STORM PIPES AND UNDERGOCOLO
- THE OWNER SHALL KEEP AN UPDATED LOG BOOK DOCUMENTING THE PERFORMANCE OF THE REQUIRED CAM ACTIVITIES FOR PERPETUITY, LOG BOOKS MUST BE PRODUCED UPON THE REQUEST OF A CITY INSPECTOR.
- 5) VEGETATION SHALL BE MAINTAINED ON A REGULAR BASIS.
- PEST CONTROL MEASURES SHALL BE IMPLEMENTED TO ADDRESS INSECTS AND RODENTS.
- ) UNDERGROUND VAULT HAS ACCESS STRUCTURES TO FACILITATE CLEANING AND MAINTENANCE. CONFINED SPACE SAFETY PROCEDURES MUST BE FOLLOWED.

MAINTENANCE CONTACT INFORMATION

VEGA STRATEGO

CONTACT: GEORGE ADAMS

ADDRESS: 3414 PEACHTEER PD, SUITE 990, ATLANTA, GA 30326

PHONE NUMBER: 706–997–2973

EMAIL: ADMRSGMEGASTRA/TEGC.COM

NOTARY PUBLIC

#### ACTIVITY SCHEDULES UNDERGROUND DETENTION

AS NEEDED:

REMOVAL OF SEDMENT AND DEBRIS FROM SUBSURFACE
VALLT FROM INLET AND OUTLET PIPES. SEDMENTS SHOULD
BE TESTED FOR TOXICANTS IN COMPLIANCE WITH APPLICABL
DISPOSAL REQUIREMENTS IF LAND USES IN THE CATCHMENT
INCLIDE COMMENCIAL OF INDUSTRIAL TONE, OR IF
INDICATIONS OF POLLUTION ARE NOTICED.

QUARTERLY
• FLOATING DERBIES SHOULD BE REMOVED

ONCE PER YEAR

• INSPECTION OF SUBSURFACE VAULT AND CONTROL STRUCTURES

#### SURFACE DETENTION

AS NEEDED:

REMOVE TRASH AND DEBRIS

REMOVE WOODY VEGETATION AND REPAIR ERODED AREAS MONTHLY:

• MOW EMBANKMENT

#### DEEP SUMP CATCHBASIN

AS NEEDED:

• CLEAN AND REMOVE DEBRIS ONCE DEPTH IS HALFWAY BETWEEN BOTTOM AND LOWEST INVERT

#### DEEP SUMP CATCHBASIN

QUARTERLY:

• INSPECT AND REMOVE DEBRIS AND FLOATABLES:
ONCE PER YEAR:
• REMOVE SEDIMENT FROM BOTTOM OF STRUCTURE

- AS NEEDED:

   WATER PLANTS DURING FIRST GROWING SEASON
   REJULCH VOID AREAS
   TREAT DISCASED TREES AND SHRUBS
   KEEP OVERFLOW FREE AND CLEAR OF LEAVES
- MONTHLY

  NEEP OVERFLOW FREE AND CLEAR OF LEAVES
  MONTHLY

  NESPECT SOIL AND REPAIR ERODED AREAS
  REMOVE LITTER AND DEBRIS FROM OVERFLOW
  TWICE PER YEAR

  TWICE PER YEAR
- TIMCE PER TEAR

  NSPECT TREES AND SHRUBS TO EVALUATE HEALTH
  ONCE PER YEAR

  ADD ADDITIONAL MULCH
  NSPECT FACUITY AND PRETREATMENT AREAS FOR SEDIMENT
  BUILDUP, ENGISION, VECTATIVE CONDITIONS, ETC.

AS NEEDED:

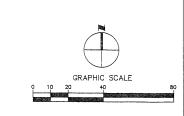
INSPECT OUTLET STRUCTURE FOR CLOOGING AFTER EVERY STORM CREATER THAN ONE INCH

SEDIMENT AND DEBRIS SHOULD BE REMOVED FROM OUTLET ONCE PR THEO.

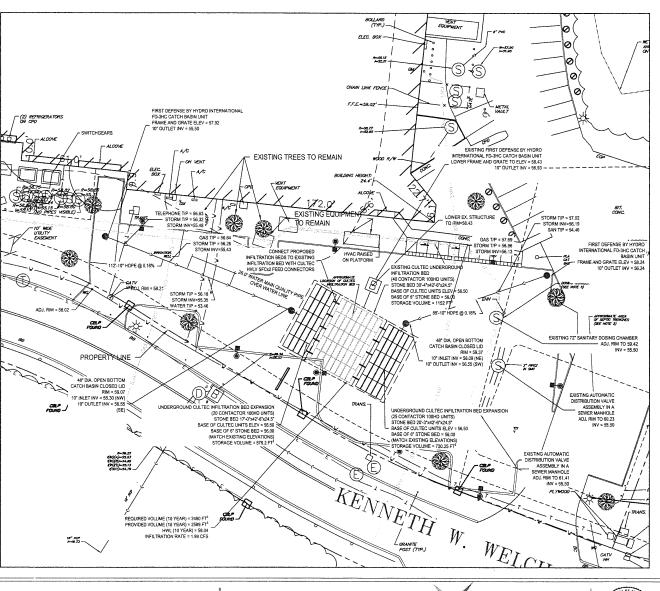
PRINCE OUTLET STRUCTURES TO CHECK FOR SEDIMENT ACCUMULATION

QUALIFIED SEWER CONSTRUCTION

EEDED:
PERFORM MANHOLE INSPECTION ONCE EVERY FIVE YEARS.
MAKE REPAIRS AS NECESSARY.
PERFORM REQULAR SEWER CLEANING SO THAT EVERY SEWER
SCOUGHT IS CLEAVED ONCE EVERY FIVE YEARS.
REMOVE ANY OSSTRUCTION PLACED IN MAINTENANCE
EASSEART THAT MAY IMPEDE MAINTENANCE EQUIPMENT
ACCESS.



Note: FES'S SHOULD BE TUCKED INTO SLOPES



PA \ PE: DRAWN BY: CHECKED BY:

18

EPSTEIN

02 10/24/2022 PLANNING MEETING 01 07/21/2022 PLANNING & ZONING APPROVA

NO. DATE REVISIONS/ISSUANCES

Architecture Interiors Engineering Construction

PROJECT NUMBER: 22157 r. Russell T. SMILES A. OUTLEY

O. HILTY

OPERATIONS AND

MAINTENANCE PLAN

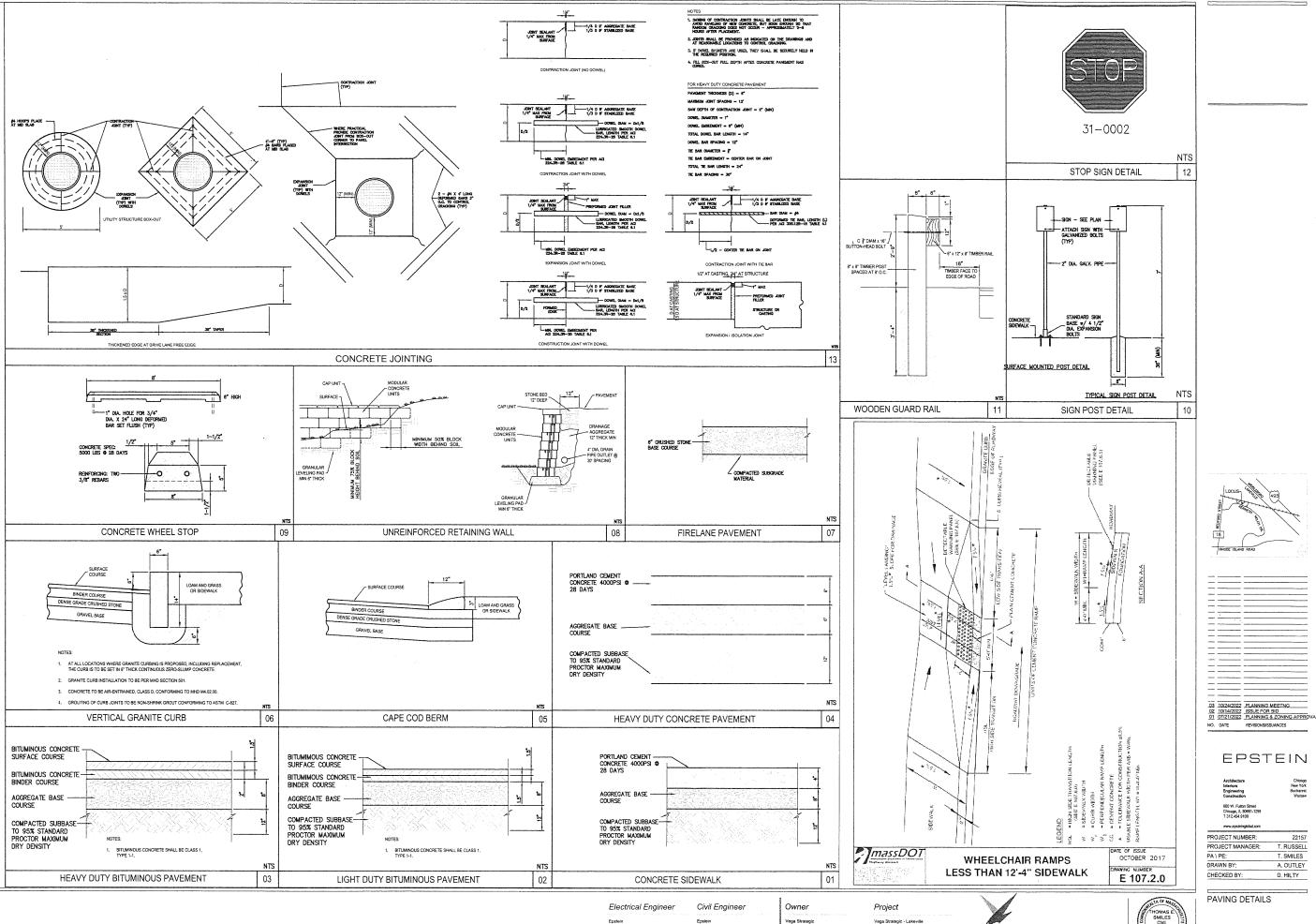
Electrical Engineer

Civil Engineer

Owner

Project Vega Strategic - Lakevi 310 Kenneth Welch Dr Lakeville, MA 02347

THOMAS E. SMILES CIVIL No. 57504



VEGA

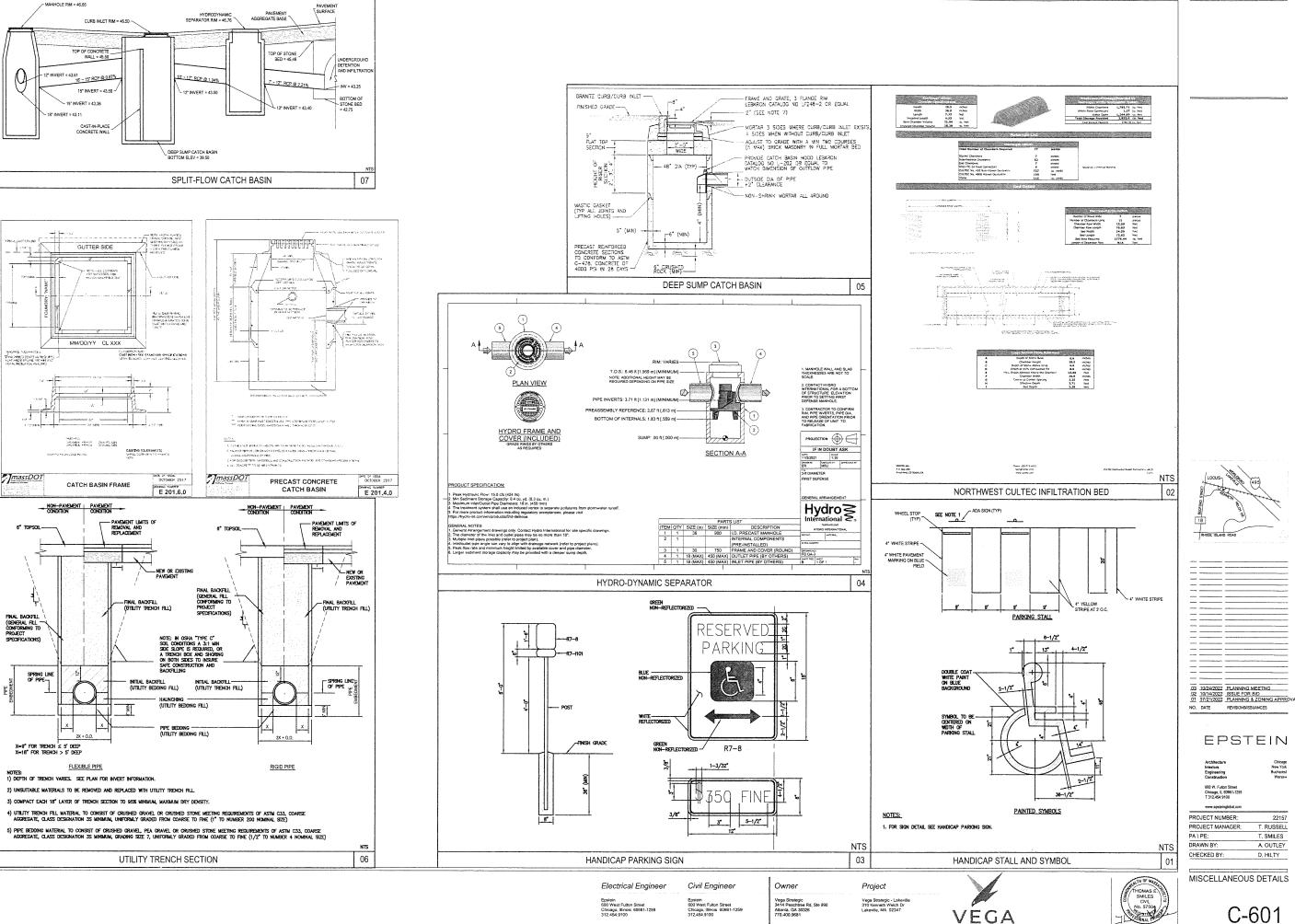
C-600

22157

T. RUSSELL

T. SMILES

A. OUTLEY

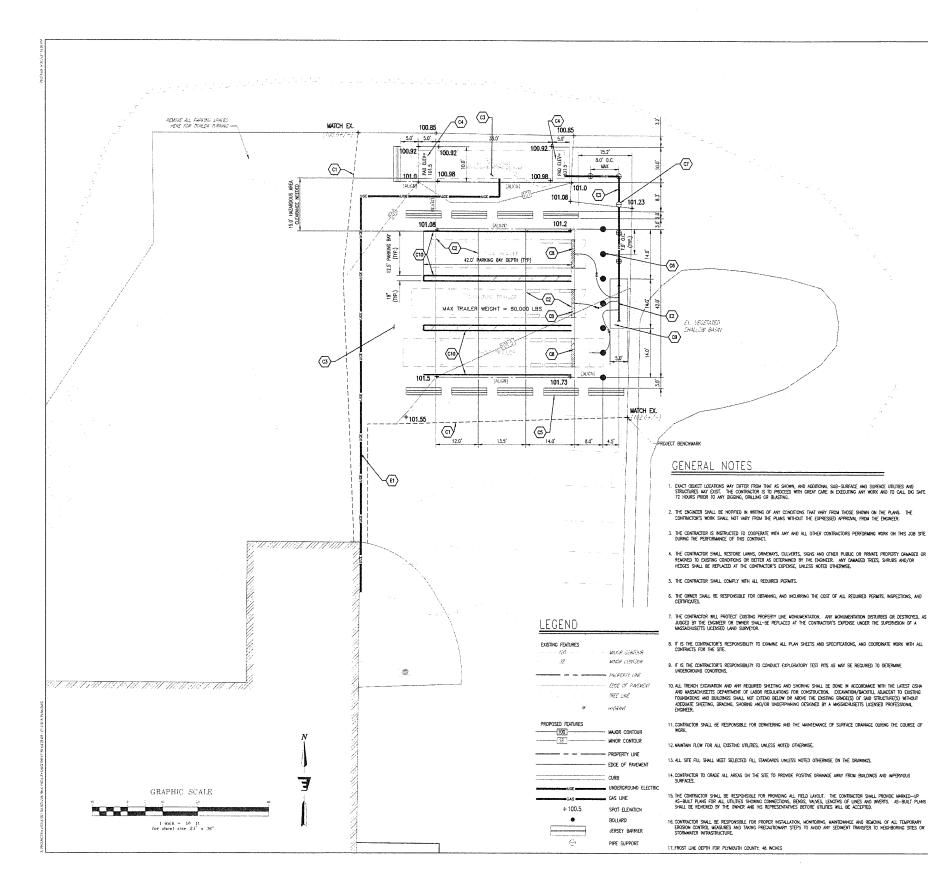


22157

T. RUSSELL

T. SMILES

A. OUTLEY



#### DEMOLITION NOTES

- ALL DEMOLITION ITEMS FROM THE CENDATION, UMBESS NOTED BY THE OWNER TO BE STORED OR RELIESD, BECOME THE PROPERTY OF THE CONTROLLER AND SWALL BE PROVENTLY REMOVED FROM THE SIT. SOIL DISPOSAL SWALL BE AS DIRECTED BY OWNER, ALL DEMOLITION MATERIALS SHALL BE REMOVED AND DEPOSED OF THE ACCOUNTED WHITE PROPERTY AND PROVINCE AND DEPOSED OF THE ACCOUNT AND DEPOSE THE PROPERTY OF RESIDENCE AND DEPOSITION. ALL DEMOLITION TEMS SHALL BE DISPOSED OF ALL AN APPROVED AND PERMITTED PACIFIC.

- F HAZABOUS MATERIAS OR WISTE S ENCONTERED DURING BENJUTION WORK, THE CONTRACTOR SHALL CONTACT THE REGULATORY ACENCIES AND COMPLY WITH THE AREACCHOMAL REQUIREMENTS. AND ASSESS LAST SEE REPORDED AS FEMALED HAZABOUS WISTES AND ASSESS LAST SEE REPORDED AS FEMALED HAZABOUS WISTES ASSESSED AS PERMITTED HAZABOUS WISTES SEE PERMITTED TO ACCEPT THE CHARACTERIZED WISTE.
- 6. PRIOR TO DEMOLITION, HAND EXCAVATE ANY UNDERGROUND UTILITIES. NOTIFY THE OWNER IF ANY OTHER UTILITIES NOT NOTED ON THE DRAWINGS ARE FOUND.

- ALL DEPRESSORS OR VODES IN THE GROUND SURFACE RESULTING FROM DEMOUTION WORK SHALL BE BOUGHLED WITH CEAR, GRANILAR FILL MATERIALS METTING MESON-UNSETTS DEPARTMENT OF TRANSPORTATION SECONATIONS FOR GRANEL BORROW, (ULL SIG TYPE) IN AD SHALL BE COMPACTED TO A MINAMUM 95% WOODFED PROCTOR DEVISITY AND PLACED IN 8° LYTS MAXIMUM.
- THE CONTRACTOR SHALL REMORE ALL KNOWN AND DISCONERED EXISTING SAMITARY SEMER AND WATER SERVICES WITHIN THE PROLECT LIMITS THAT ARE NOT TO BE REUSED. THE CONTRACTOR SHALL OUP REMOND SAMITARY SEMER SERVICES AT THE MAIN. THE CONTRACTOR SHALL PLICE REMOVED WATER SERVICES AT THE TAP TO THE WATER MAIN.

#### SITE NOTES

- SAWCUT AND REMOVE EXISTING PAVEMENT. EXISTING SUBBASE TO BE REUSED IF DEEMED SUITABLE BY ENGINEER.
- (C2) PROPOSED EXTERIOR CONCRETE TRAILER PAD. SEE DETAIL 2/SHEET C2.0.
- PROPOSED ASPHALT PAVEMENT. EXISTING SUBBASE MAY BE REUSED IF DEEMED SUITABLE BY ENGINEER. SEE DETAIL 1/SHEET C2.0.
- PROPOSED EXTERIOR CONCRETE CNG SKID PAD. SEE DETAIL 5/SHEET C2.0
- CS PROPOSED JERSEY BARRIERS, (10) TOTAL, (TYP.). SEE DETAIL 6/SHEET CZ.0
- (05) PROPOSED BOLLAROS, (7) TOTAL, (TYP.). SEE DETAIL B/SHEET C2.0
- C7 PROPOSED PIPE SUPPORTS, (S) TOTAL, (TYP.). SEE DETAIL 9/SHEET C2.0 SET TOP OF ALL PIERS 6\* ABOVE PROJECT BENCHMARK. (28) PROPOSED TRUCK WHEEL, STOP (TYP). SEE DETAIL 3/SHEET C2.0.
- PROPOSED EXTERIOR CONCRETE TRUCK GAS MANIFOLD STATION PAD. SEE DETAIL 4/SHEET C2.0. CENTER PAD ON TRAILER PAD.
- C10 PROPOSED 4" SOLID WHITE LINE PARKING STRIPE (TYP.). DIAGONAL STRIPING TO BE AT 45-DEG AND SPACED 6 FT O.C.

# PROPOSED SURFACES LEGEND

PROPOSED ASPHALT PAVENENT PROPOSED CONCRETE

#### UTILITY NOTES

- PROPOSED BURIED ELECTRICAL CONDUIT FOR POWER AND CONTROL WIRING BY OTHERS
- PROPOSED TRUCK GAS MANIFOLD STATION BY OTHERS.
- PROPOSED ABOVE GROUND GAS AND ELECTRICAL LINES FROM TRUCK GAS WANIFOLD STATION TO CNG SKID BY OTHERS.

#### SURVEY NOTES

- EXSTING BOUNDARIES AND PHYSICAL FEATURES SHOWN HERBIX ARE BASED ON PLAN, PROVIDED BY TECH WALLEY DIGHEDING, PLIC, EMTILED "SITE PLAN APPROVAL AND SPECIAL FERRIT FOR AN DUTL USE WARPLANA STREAMSHAFT," PREPARED BY AZOR LAND SCENZES, INC, AND DATED 1/21/2021. TOPOGRAPHIC INSTRUMENTS, PROVIDED IS SASED ON A SITE SCAN CONDUCTED BY TECH WALLEY DIMMERSING, 1931.
- DIGNETRING VISITIES HIS NOT PERFORMED ANY BOUNDARY OF TOPOGRAPHIC SURPCE. THE PROPERTY LIMES, ESCENCIS, AND OTHER REL. PROPERTY DESCRIPTIONS PROMISED ON THESE THAN SO NOT DETECTED LEGGL PROFITS OR MICE DESCRIPTIONS PROMISED OF THE THAN SO NOT DETECTED LEGGL PROFITS OR MICE LEGGL REQUIREDURIS FOR A LIMB SURPCY AS DESCRIPED IN MA STATUTES, AND SHALL ROTI EL USED AS THE BASIS OF ANY LIMB TRANSFER OR ESTREUSHIGHT OF ANY PROPERTY ROBHY.
- 3. UTILITIES SHOWN DO NOT PURPORT TO CONSTITUTE OR REPRESENT ALL UTILITIES SHOWN OR ADJACENT TO THE SURVEYED PREMISES. JUSTING UTILITIES SHOWN OR PLANS WEST PACKED FROM FILE OF DISESTRATIONS OF VISIGLE UTILITIES SHOWN OR PLANS WEST PACKED FROM THE OBSERVATIONS OF VISIGLE UTILITIES SHOWN AND SHOW RECORD UTILITY DOWNNOONS AND NOT GUARANTEED TO BE ACCUPANT. OR COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR RELD VISITIES UTILITY LOCATIONS PROOF TO COMMENCIAN WORK, NOTITY DISCHEER OF ANY DISCREPANCY THE STRENGY HERE AND STANDARD OF CONTRACT DISCREPANCY THE STRENGY HERE AS SHOWN AND STANDARD THE ORDINATIONS OF CONTRACT DISCREPANCY. SAFE (811) A MINIMUM OF 72 HOURS, BUT NOT INCLUDING SATURDAYS, SUNDAYS AND LEGAL HOUDAYS, PRIOR TO ANY CONSTRUCTION.



ENGINEERING VENTURES PC 

SITE PLAN

Drawn By:

hacked By:

C1.0

COLD S NATURAL | 03 | 10/24/2022 | PLANNING MEETING | 02 | 10/14/2022 | ISSUE FOR BID | 01 | 07/21/2022 | PLANNING & ZONING APPROVAL

EPSTEIN

NO. DATE REVISIONS/ISSUANCES

Interiors Engineering Construction

600 W. Fulton Street Chicago, IL 50661-1259 T 312,454,9100

PROJECT NUMBER: 22157 PROJECT MANAGER: T. RUSSELL DRAWN BY A. OUTLEY CHECKED BY: D. HILTY

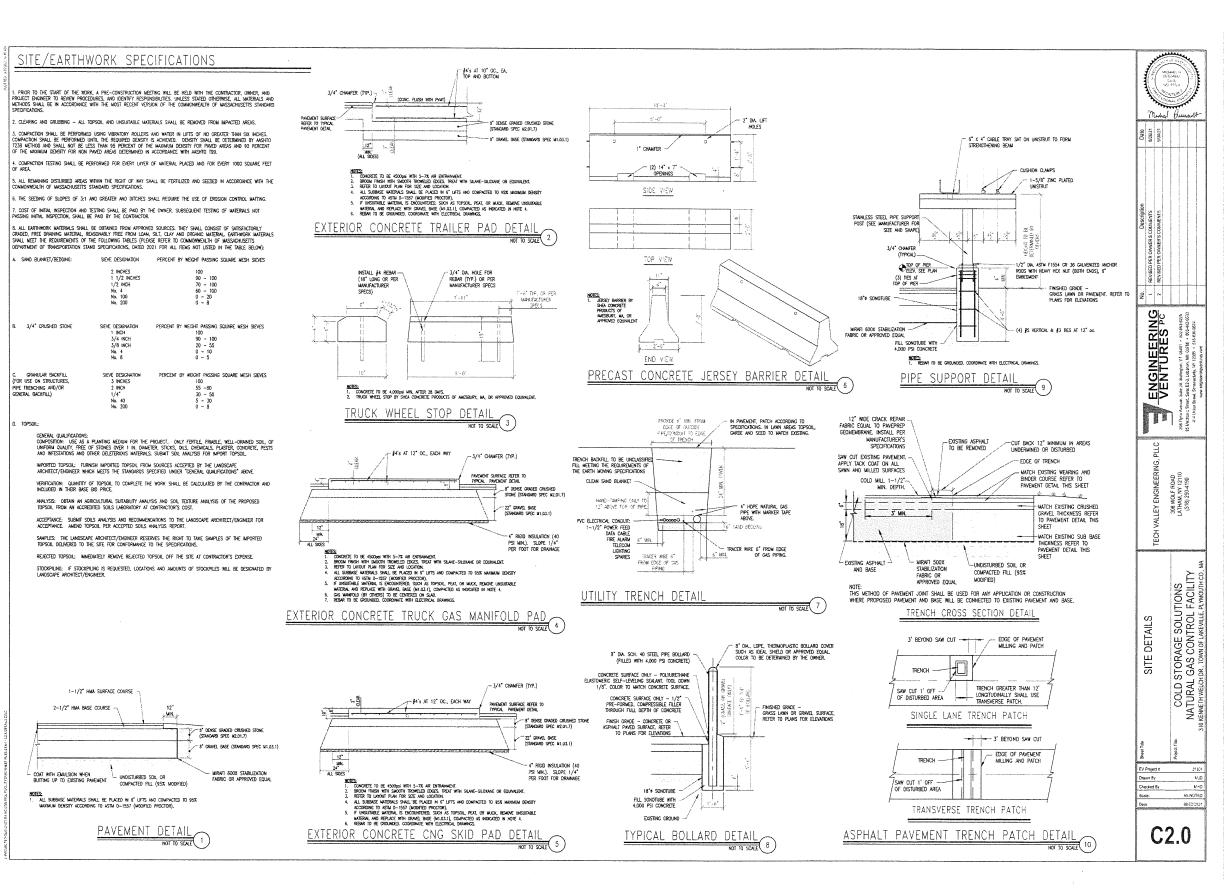
CNG FUELING STATION DETAILS

C-602

Electrical Engineer Civil Engineer Owner Project







Electrical Engineer

Civil Engineer

Owner

Project

VEGA

THOMAS E SMILES TO THOMAS E SMIL

AS E. DI

CNG FUELING STATION DETAILS

93 10/24/2022 PLANNING MEETING 92 10/14/2022 ISSUE FOR BID 91 07/21/2022 PLANNING & ZONING APPROVA

EPSTEIN

NO. DATE REVISIONS/ISSUANCES

Interiors Engineering Construction

PROJECT NUMBER:

PA \ PE:

DRAWN BY

CHECKED BY:

PROJECT MANAGER:

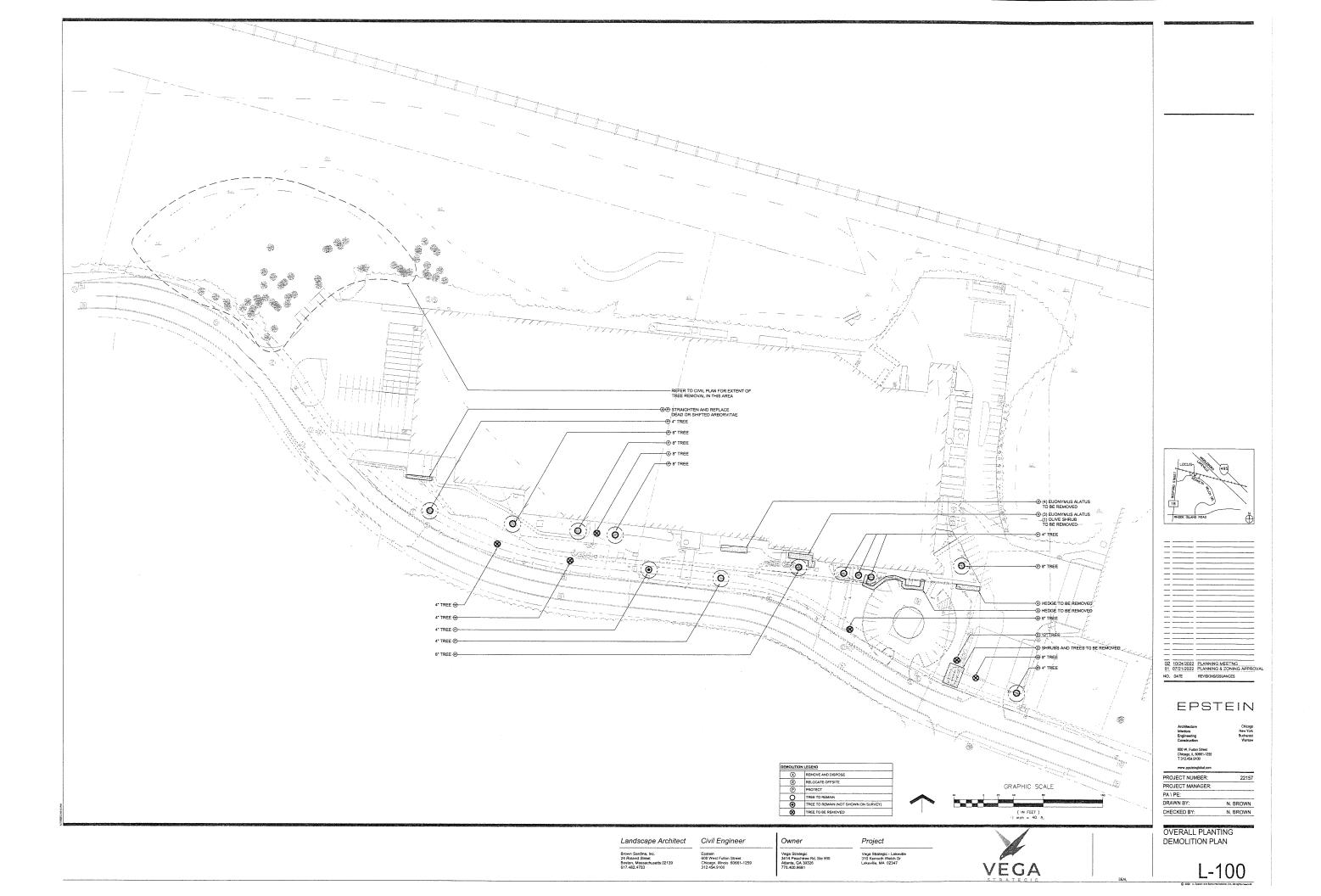
C-603

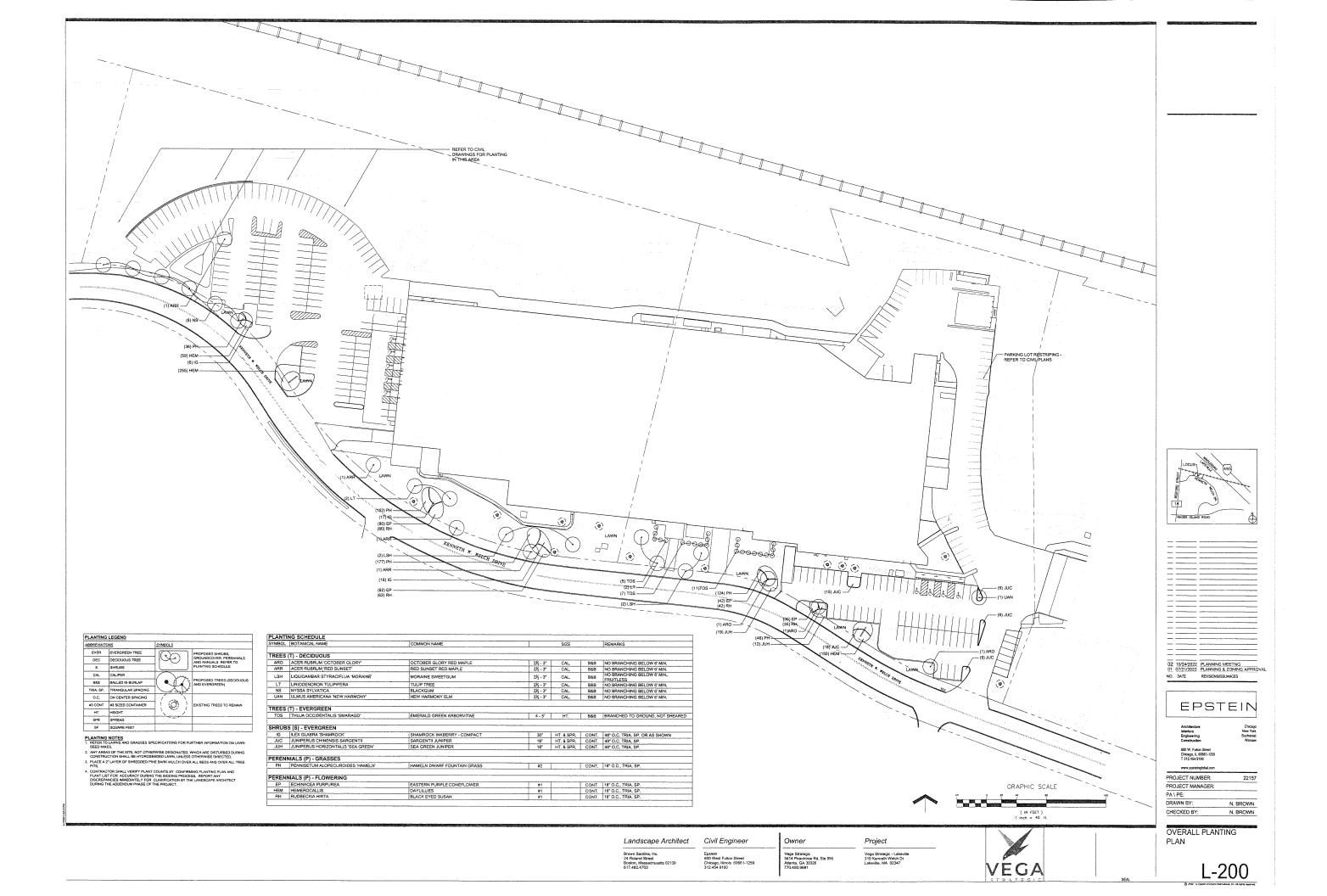
22157

T. RUSSELL

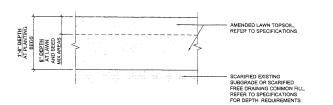
T. SMILES

A. OUTLEY



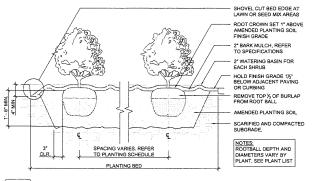


PLANTIN	NG SCHEDULE					
SYMBOL	BOTANICAL NAME	COMMON NAME		SIZE		REMARKS
TREES (	T) - DECIDUOUS					
ARO	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	21/2 - 3"	CAL.	888	NO BRANCHING BELOW 6' MIN.
ARR	ACER RUBRUM 'RED SUNSET'	RED SUNSET RED MAPLE	21/2 - 3*	CAL.	888	NO BRANCHING BELOW 6' MIN.
LSH	LIQUIDAMBAR STYRACIFLUA 'MORAINE'	MORAINE SWEETGUM	2⅓ - 3*	CAL.	888	NO BRANCHING BELOW 6' MIN FRUITLESS
LT	LIRIODENDRON TULIPIFERA	TULIP TREE	21/2 - 3*	CAL.	888	NO BRANCHING BELOW 6' MIN.
	NYSSA SYLVATICA	BLACKGUM	2½ - 3*	CAL.	8&8	NO BRANCHING BELOW 6' MIN.
UAN	ULMUS AMERICANA 'NEW HARMONY'	NEW HARMONY ELM	21/2 - 3*	CAL.	888	NO BRANCHING BELOW 6' MIN.
	T) - EVERGREEN					
TOS	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	4 - 5'	HT.	888	BRANCHED TO GROUND, NOT SHEARED
	S (S) - EVERGREEN					
	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY - COMPACT	30*	HT, & SPR,	CONT.	48" O.C. TRIA. SP. OR AS SHOWN
JUC	JUNIPERUS CHINENSIS SARGENTII	SARGENTII JUNIPER	18"	HT. & SPR.	CONT.	48" O.C. TRIA. SP.
JUH	JUNIPERUS HORIZONTALIS 'SEA GREEN'	SEA GREEN JUNIPER	18"	HT. & SPR.	CONT.	48" O.C. TRIA. SP.
PERENN	IIALS (P) - GRASSES					
PH	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	#2		CONT.	18" O.C., TRIA. SP.
PERENN	IIALS (P) - FLOWERING					
EP	ECHINACEA PURPUREA	EASTERN PURPLE CONEFLOWER	#1		CONT.	18" O.C., TRIA, SP.
	HEMEROCALLIS	DAYLILLIES	#1		CONT.	18" O.C., TRIA. SP.
RH	RUDBECKIA HIRTA	BLACK EYED SUSAN	#1		CONT.	18" O.C., TRIA. SP.

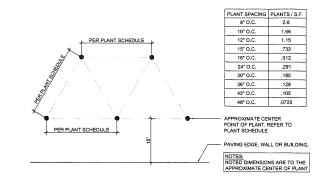


1 SOIL PREPARATION

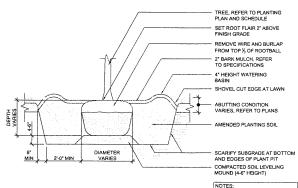
L201 SCALE: 1" = 1'-0"



2 SHRUB / GROUNDCOVER / PERRENIAL PLANTING
L201 SCALE: NTS



3 TRIANGULAR SPACING DIAGRAM
L201 SCALE: 1"= 1'-0"



4 TREE PLANTING L201 SCALE: 1/2" = 1'-0"

NOTES:

1. TREES TO BE STAKED AS NECESSARY, REVIEW WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

CHECKED BY: PLANTING DETAILS

Architecture Interiors Engineering Construction

PROJECT NUMBER: PROJECT MANAGER: PA\PE:

DRAWN BY:

600 W, Fulton Street Chicago, IL 60661-1259 T 312,454,9100

18

L-201

02 10/24/2022 PLANNING MEETING 01 07/21/2022 PLANNING & ZONING APPROVAL NO. DATE REVISIONS/ISSUANCES

EPSTEIN

Chicago New York Bucharest Warsaw

22157

N. BROWN

N. BROWN

Landscape Architect

Epstein 600 West Futton Street Chicago, Illinois 60661-1259 312.454.9100

Project

Civil Engineer

Vega Strategic 3414 Peachtree Rd, Ste 990 Atlanta, GA 30326 770.400.9681

Owner

VEGA

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage	Efficienc
^	A- Wall	3	Holophane	MGLEDM P2 40K XXXXX FG	Mongoose Medium, P2 Performance Package, 4000K, Forward Throw (Type 4) with Refractor	1	MGLEDM_P2_40 K_XXXXX_FG.ie s	18313	0.9	125.56	100%
<b>^</b>	В	15	Holophane	MGLEDM P2 40K XXXXX FG	Mongoose Medium, P2 Performance Package, 4000K, Forward Throw (Type 4) with Refractor	1	MGLEDM_P2_40 K_XXXXX_FG.ie s	18313	0.9	125.56	100%
<b>A</b> u	C. Twin	1	Holophane	MGLEDM P2 40K XXXXX FG	Mongoose Medium, P2 Performance Package, 4000K, Forward Throw (Type 4) with Refractor	1	MGLEDM_P2_40 K_XXXXX_FG.ie s	18313	0.9	251.12	100%
<b>^</b>	B- HSS	4	Holophane	MGLEDM P2 40K XXXXX FG HSS	Mongoose Medium, P2 Performance Package, 4000K, Forward Throw (Type 4) with Refractor with House Side Shield	1	MGLEDM_P2_40 K_XXXXX_FG_H SS.ies	12569	0.9	125.56	100%
> V		1	Holophane	MGLEDM P2 40K XXXXX FG	Mongoose Medium, P2 Performance Package, 4000K, Forward Throw (Type 4) with Refractor	1	MGLEDM_P2_40 K_XXXXX_FG.ie s	18313	0.9	251.12	100%

2 A-Wall S094,61 4872.79 25.00 25.00 276.58 0.00 5084.00 487 3 A-Wall S076.17 4790.73 25.00 25.00 277.37 0.00 5084.00 487 10 B 4886.54 4957.95 25.00 25.00 277.37 0.00 5075.57 479 11 B 4985.85 5099.20 25.00 25.00 7.43 0.00 4886.71 487 12 B 4989.54 5099.20 25.00 25.00 20.02 0.00 4886.63 500 13 B 4989.54 5094.30 25.00 25.00 20.02 0.00 5084.66 500 14 B 5050.11 5035.93 25.00 25.00 20.02 0.00 5084.94 503 15 B 5061.25 4997.01 25.00 25.00 227.65 0.00 5084.94 503 17 B 4999.89 5043.10 25.00 25.00 227.65 0.00 508.25 499 17 B 4999.89 5043.10 25.00 25.00 187.64 0.00 4999.71 504 18 B 5739.72 4598.31 25.00 25.00 187.64 0.00 4999.71 504 18 B 5827.09 4589.29 25.00 25.00 183.02 0.00 5739.61 459 21 B 5827.09 4589.29 25.00 25.00 183.22 0.00 5623.41 450 22 B 4984.84 5113.11 25.00 25.00 183.22 0.00 5623.41 450 24 B 5727.30 4530.93 25.00 25.00 183.22 0.00 5623.41 450 25 B 4958.64 5113.11 25.00 25.00 163.94 0.00 4927.31 511 29 B 4738.41 5067.43 25.00 25.00 163.94 0.00 4739.25 506 30 B 4815.22 038.05 25.00 25.00 141.47 0.00 4739.25 506 31 B 4957.86 4945.31 25.00 25.00 183.94 0.00 4957.36 514 32 B 4911.03 5118.55 25.00 25.00 186.98 0.00 4910.87 511 33 B 4957.85 5683.94 4858.16 25.00 25.00 18.69 0.00 5818.65 446 23 B-HSS 5683.94 4838.37 25.00 25.00 5.50 0.00 5818.65 446 24 B-HSS 5862.12 4820.29 25.00 25.00 6.27 0.00 5781.40 448 24 B-HSS 5862.12 4820.29 25.00 25.00 280.54 0.00 5818.65 446 24 B-HSS 5862.12 4820.29 25.00 25.00 6.27 0.00 5781.40 448 24 B-HSS 5862.12 4820.29 25.00 25.00 280.54 0.00 580.97 422 25 C-Twin-1 5003.60 4829.90 25.00 25.00 6.24 0.00 5807.94 422 26 C-Twin-2 5002.63 4821.83 25.00 25.00 186.84 0.00 5003.28 482 27 C-Twin-1 5003.60 4821.83 25.00 25.00 186.84 0.00 5003.28 482 28 C-Twin-1 5003.60 4821.83 25.00 25.00 186.84 0.00 5003.28 482 29 C-Twin-1 5003.60 4821.83 25.00 25.00 186.84 0.00 5003.28 482			100								
2         A-Well         S084.61         4872.79         25.00         25.00         276.58         0.00         5084.00         487           3         A-Well         5076.17         4790.73         25.00         25.00         227.37         0.00         5075.57         479           10         8         4886.54         4957.95         25.00         25.00         27.33         0.00         4886.61         4951.11           11         8         4895.28         5009.20         25.00         25.00         290.22         0.00         4886.63         500           13         8         4995.45         5094.30         25.00         25.00         207.25         0.00         4988.92         500           15         8         5061.15         5035.93         25.00         25.00         227.05         0.00         5048.94         503           15         8         5061.25         4997.01         25.00         25.00         227.05         0.00         5048.24         503           17         8         496.89         5043.10         25.00         25.00         186.52         0.00         5739.61         459           21         8         5827.0				Location						Pan	
3         A-Wall         5076.17         4790.73         25.00         25.00         277.37         0.00         5075.57         4791           10         8         4886.54         4957.95         25.00         25.00         27.43         0.00         4886.71         4951           11         8         4895.95         5009.20         25.00         25.00         20.00         93.09         0.00         4836.63         500           13         8         4989.54         5094.30         25.00         25.00         20.00         20.00         4988.92         509           14         8         5050.11         5035.93         25.00         25.00         220.02         5.00         200.00         5048.94         509           15         8         5061.25         4997.01         25.00         25.00         227.65         0.00         5060.25         499           17         B         4969.89         5043.10         25.00         25.00         186.764         0.00         4969.71         504           18         8         5737.72         4598.11         25.00         25.00         186.52         0.00         5626.93         458           21<	ea.	Lidnel			7	MU	Orientation	Tills			198898
10         8         4886.54         4957.95         ZS.00         25.00         7.43         0.00         4886.71         4951.11           11         8         4835.28         5009.20         25.00         25.00         93.09         0.00         4836.63         500           13         8         4989.54         5094.30         25.00         25.00         207.25         0.00         4989.82         509           14         8         5050.11         5035.93         25.00         25.00         220.00         0.00         5048.94         503           15         8         5061.25         4997.01         25.00         25.00         227.65         0.00         5060.25         499           17         B         4969.87         2498.31         25.00         25.00         184.70         0.00         5739.61         459           21         B         5827.09         4589.20         25.00         25.00         184.70         0.00         5739.61         459           21         B         5623.74         4610.79         25.00         25.00         186.52         0.00         5623.41         460           24         B         5727.30	2	A-Wall	5084.61	4872.79	25.00	25.00	276.58	0.00	5084.00	4872.86	-
11	3	A-Wall	5076.17	4790.73	25.00	25.00	277.37	0.00	5075.57	4790.81	Ī
13         B         4989.54         5094.30         25.00         25.00         207.25         0.00         4988.92         509           14         B         5050.11         5035.93         25.00         25.00         240.02         0.00         5048.94         503           15         B         5061.25         4997.01         25.00         25.00         227.65         0.00         5060.25         499           17         B         4969.89         5043.10         25.00         25.00         187.64         0.00         4969.71         504           18         B         5739.72         4598.31         25.00         25.00         184.70         0.00         5826.93         458           21         B         5827.09         4589.29         25.00         25.00         183.22         0.00         5826.93         458           24         B         5727.30         4530.93         25.00         25.00         183.22         0.00         5623.44         460           29         B         4738.43         5067.43         25.00         25.00         163.94         0.00         492.31         511           29         B         4738.41	10	В	4886.54	4957.95	25.00	25.00	7,43	0.00	4886.71	4959.29	Γ
14         8         S050.11         S035.93         25.00         25.00         240.02         0.00         5048.94         503.15           15         8         5061.25         4997.01         25.00         25.00         227.65         0.00         5060.25         4998.11           17         8         4969.89         5043.10         25.00         25.00         180.00         0.00         5967.71         504           18         8         5739.72         4598.31         25.00         25.00         184.70         0.00         5739.61         459           21         8         5827.09         4589.29         25.00         25.00         186.52         0.00         5623.41         460           24         8         5727.30         4530.93         25.00         25.00         163.94         0.00         5728.64         453           26         8         4826.94         5113.11         25.00         25.00         163.94         0.00         4739.25         506           30         8         4815.23         5038.05         25.00         25.00         131.47         0.00         4739.25         503           31         8         491.03 <td>11</td> <td>В</td> <td>4835.28</td> <td>5009.20</td> <td>25.00</td> <td>25.00</td> <td>93.09</td> <td>0.00</td> <td>4836.63</td> <td>5009.13</td> <td>Γ</td>	11	В	4835.28	5009.20	25.00	25.00	93.09	0.00	4836.63	5009.13	Γ
15         B         S061.25         4997.01         25.00         25.00         227.65         0.00         5060.25         4997.11           17         B         4969.89         S043.10         25.00         25.00         187.64         0.00         4969.71         504           18         B         5739.72         4598.31         25.00         25.00         184.70         0.00         5939.61         459           21         B         5827.09         4589.29         25.00         25.00         186.52         0.00         5826.93         458           23         B         5623.49         4610.79         25.00         25.00         183.22         0.00         5623.41         460           24         B         5727.30         4530.93         25.00         25.00         97.17         0.00         5786.44         453           26         B         4826.94         5113.11         25.00         25.00         163.94         0.00         4827.31         511           29         B         4738.41         5067.43         25.00         25.00         161.47         0.00         4737.25         506           30         B         491.10.3	13	В	4989.54	5094.30	25.00	25.00	207.25	0.00	4988.92	5093,10	Ĩ
17         B         4969.89         5043.10         25.00         25.00         187.64         0.00         4969.71         504           18         B         5739.72         4598.31         25.00         25.00         184.70         0.00         5739.61         459           21         B         5827.09         4589.29         25.00         25.00         186.52         0.00         5623.41         460           23         B         5623.49         4610.79         25.00         25.00         183.22         0.00         5623.41         460           24         B         5727.30         4530.93         25.00         25.00         197.17         0.00         5728.64         453           26         B         4826.94         5113.11         25.00         25.00         163.94         0.00         4827.31         511           29         B         4738.41         5067.43         25.00         25.00         141.47         0.00         4739.25         506           30         B         4815.23         508.05         25.00         25.00         333.43         0.00         4910.63         511         511         6         8-HSS         5883.94	14	В	5050.11	5035.93	25.00	25.00	240.02	0.00	5048.94	5035.26	ľ
18         8         5739.72         4598.31         25.00         25.00         184.70         0.00         5739.61         459           21         8         5827.09         4589.29         25.00         25.00         186.52         0.00         5623.41         460           23         8         5623.49         4610.79         25.00         25.00         183.22         0.00         5728.64         453           24         8         5727.30         4530.93         25.00         25.00         163.94         0.00         5728.64         453           26         8         4826.94         5113.11         25.00         25.00         163.94         0.00         4827.31         511           39         8         4815.23         5038.05         25.00         25.00         333.43         0.00         4814.63         503           31         8         4957.86         4945.31         25.00         25.00         41.9         0.00         4957.96         494           32         8         491.03         5118.55         25.00         25.00         41.9         0.00         496.40         453           3         8-HSS         5683.94	15	В	5061.25	4997.01	25.00	25.00	227.65	0.00	5060.25	4996.10	Ť
21         B         \$827.09         4589.29         25.00         25.00         186.52         0.00         \$826.93         458           23         B         \$623.49         4610.79         25.00         25.00         183.22         0.00         5623.41         460           24         B         \$727.30         4530.93         25.00         25.00         97.17         0.00         5728.44         453           26         B         4826.94         5113.11         25.00         25.00         163.94         0.00         4827.31         511           29         B         4738.41         5067.43         25.00         25.00         141.47         0.00         4739.25         506           30         B         4815.23         5038.05         25.00         25.00         333.43         0.00         4816.35         333           31         B         4957.86         4945.31         25.00         25.00         41.9         0.00         4957.96         494           32         B         4911.03         5118.55         25.00         25.00         25.00         5.96         0.00         596         0.00         594.00         494         75 </td <td>17</td> <td>В</td> <td>4969.89</td> <td>5043.10</td> <td>25.00</td> <td>25.00</td> <td>187.64</td> <td>0.00</td> <td>4969.71</td> <td>5041.76</td> <td>Γ</td>	17	В	4969.89	5043.10	25.00	25.00	187.64	0.00	4969.71	5041.76	Γ
23         8         5623.49         4610.79         25.00         25.00         183.22         0.00         5623.41         460           24         8         5727.30         4530.93         25.00         25.00         97.17         0.00         5728.64         453           26         8         4826.94         5113.11         25.00         25.00         163.94         0.00         48273.1         511           29         8         4738.41         5067.43         25.00         25.00         141.47         0.00         4739.25         506           30         8         4815.23         5038.05         25.00         25.00         41.19         0.00         4957.96         4945.31         25.00         25.00         186.98         0.00         4957.96         4945.31         25.00         25.00         186.98         0.00         4957.96         4945.31         495.00         25.00         186.98         0.00         4910.87         511         6         8-HSS         5683.94         4538.37         25.00         25.00         5.96         0.00         5684.08         453         453.37         25.00         25.00         5.96         0.00         5684.08         453 <td< td=""><td>18</td><td>В</td><td>5739.72</td><td>4598.31</td><td>25.00</td><td>25.00</td><td>184,70</td><td>0.00</td><td>5739.61</td><td>4596.96</td><td>Ť</td></td<>	18	В	5739.72	4598.31	25.00	25.00	184,70	0.00	5739.61	4596.96	Ť
24         B         5727.30         4530.93         25.00         25.00         97.17         0.00         5728.64         483           26         B         4826.94         5113.11         25.00         25.00         163.94         0.00         4827.33         511           29         B         4738.41         5067.43         25.00         25.00         133.43         0.00         4814.63         503           30         B         4815.23         5038.05         25.00         25.00         333.43         0.00         4914.63         503           31         B         4957.66         4945.31         25.00         25.00         41.99         0.00         4910.87         511           6         B-HSS         5683.94         4338.37         25.00         25.00         186.98         0.00         4910.87         511           6         B-HSS         5681.84         438.37         25.00         25.00         5.96         0.00         5681.08         453           8         B-HSS         5818.55         4459.46         25.00         25.00         4.24         0.00         5818.65         446           23         B-HSS         5862.12 <td>21</td> <td>В</td> <td>5827.09</td> <td>4589.29</td> <td>25.00</td> <td>25.00</td> <td>186.52</td> <td>0.00</td> <td>5826.93</td> <td>4587.94</td> <td>ľ</td>	21	В	5827.09	4589.29	25.00	25.00	186.52	0.00	5826.93	4587.94	ľ
26         B         4826.94         5113.11         25.00         25.00         163.94         0.00         4827.31         511           29         B         4738.41         5067.43         25.00         25.00         114.147         0.00         4739.25         506           30         B         4815.23         5038.05         25.00         25.00         333.43         0.00         4816.35         303           31         B         4957.86         4945.31         25.00         25.00         4.19         0.00         4957.96         494           32         B         4911.03         5118.55         25.00         25.00         186.98         0.00         4910.87         511           6         B-HSS         5683.94         4938.37         25.00         25.00         5.96         0.00         594.00         459.08         459           8         B-HSS         5818.55         4459.46         25.00         25.00         4.24         0.00         5816.65         446           21         B-HSS         5861.25         4489.46         25.00         25.00         25.00         26.07         0.00         586.079         452           24 <td>23</td> <td>В</td> <td>5623.49</td> <td>4610.79</td> <td>25.00</td> <td>25.00</td> <td>183.22</td> <td>0.00</td> <td>5623.41</td> <td>4609.44</td> <td>ľ</td>	23	В	5623.49	4610.79	25.00	25.00	183.22	0.00	5623.41	4609.44	ľ
29         B         4738.41         5067.43         25.00         25.00         141.47         0.00         4739.25         506           30         B         4815.23         5038.05         25.00         25.00         333.43         0.00         4814.63         503           31         B         4957.86         4945.31         25.00         25.00         4.19         0.00         4910.67         511           6         B-HSS         5683.94         4538.37         25.00         25.00         5.96         0.00         5684.08         453           8         B-HSS         5781.25         4484.16         25.00         25.00         4.24         0.00         5818.65         4484.16         25.00         25.00         6.27         0.00         5810.40         448           24         B-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5860.79         452           24         B-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5860.79         452           21         C-Twin-1         5003.10         4829.90         25.00         25.00         6.84	24	В	5727.30	4530.93	25.00	25.00	97.17	0.00	5728.64	4530.76	î
30         8         4815.23         5038.05         25.00         25.00         333.43         0.00         4814.63         503           31         8         4957.86         4945.31         25.00         25.00         4.19         0.00         4957.96         4957.96         5116.55         25.00         25.00         186.98         0.00         4961.08         511         51 <td>26</td> <td>В</td> <td>4826.94</td> <td>5113.11</td> <td>25.00</td> <td>25.00</td> <td>163.94</td> <td>0.00</td> <td>4827.31</td> <td>5111.81</td> <td>ì</td>	26	В	4826.94	5113.11	25.00	25.00	163.94	0.00	4827.31	5111.81	ì
31         B         4957.86         4945.31         25.00         25.00         4.19         0.00         4957.96         494           32         B         4911.03         5118.55         25.00         25.00         186.98         0.00         4910.87         511           6         B-HSS         5683.94         4538.37         25.00         25.00         5.96         0.00         5840.08         453           8         B-HSS         5818.55         4459.46         25.00         25.00         4.24         0.00         5818.65         446           23         B-HSS         5861.25         4489.16         25.00         25.00         26.07         0.00         5781.40         448           24         B-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5781.40         448           1         C-Twin         5003.12         4825.87         25.00         25.00         6.84         0.00         5003.28         482           1         C-Twin-1         5003.60         4821.93         25.00         25.00         6.84         0.00         5003.28         482           C-Twin-2         5002.63	29	В	4738.41	5067.43	25.00	25.00	141.47	0.00	4739.25	5066.37	Ť
32         B         4911.03         5118.55         25.00         25.00         186.98         0.00         4910.87         511           6         B-HSS         5683.94         4538.37         25.00         25.00         5.96         0.00         5684.08         452           8         B-HSS         5818.55         4459.46         25.00         25.00         4.24         0.00         5818.65         446           23         B-HSS         5781.25         4484.16         25.00         25.00         6.27         0.00         5781.40         448           24         B-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5860.79         452           1         C-Twin         5003.12         4825.87         25.00         25.00         6.84         0.00         5003.28         482           C-Twin-1         5002.63         4829.90         25.00         25.00         6.84         0.00         5003.28         482           C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.	30	8	4815.23	5038.05	25.00	25.00	333.43	0.00	4814.63	5039.26	Ť
6         B-HSS         5683.94         4538.37         25.00         25.00         5.96         0.00         5684.08         453           8         B-HSS         5818.55         4459.46         25.00         25.00         4.24         0.00         5818.65         446           23         B-HSS         5781.25         4484.16         25.00         25.00         6.27         0.00         5781.40         448           24         B-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5860.79         452           1         C-Twin         5003.12         4825.87         25.00         25.00         6,84         0.00         5003.28         482           C-Twin-1         5003.60         4829.90         25.00         25.00         186.84         0.00         5003.28         482           C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00         6	31	В	4957.86	4945,31	25.00	25.00	4.19	0.00	4957.96	4946.66	f
8         B-HSS         \$818.55         \$4459.46         25.00         25.00         4.24         0.00         \$818.65         446           23         B-HSS         5781.25         4484.16         25.00         25.00         6.27         0.00         5781.40         448           24         B-HSS         5862.12         4250.29         25.00         25.00         280.54         0.00         5860.79         482           1         C-Twin         5003.12         4825.87         25.00         25.00         6.84         0.00         5003.28         482           C-Twin-1         5003.60         4821.93         25.00         25.00         186.44         0.00         5003.28         482           C-Twin-2         5002.61         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00         -	32	В	4911.03	5118.55	25.00	25.00	186.98	0.00	4910.87	5117.20	Ť
23         B-HSS         5781.25         4484.16         25.00         25.00         6.27         0.00         5781.40         448           24         B-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5860.79         452           1         C-Twin         5003.12         4825.87         25.00         25.00         6.84         0.00         5003.28         482           C-Twin-1         5003.60         4829.90         25.00         25.00         6.84         0.00         5003.28         482           C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00         5002.96         482	6	B-HSS	5683.94	4538.37	25.00	25.00	5.96	0.00	5684.08	4539.72	Ť
24         8-HSS         5862.12         4520.29         25.00         25.00         280.54         0.00         5860.79         452           1         C-Twin         5003.12         4825.87         25.00         25.00         6,84         0.00         5003.28         482           C-Twin-1         5003.60         4829.90         25.00         25.00         6,84         0.00         5003.28         482           C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00         5002.96         482	8	B-HSS	5818.55	4459.46	25.00	25.00	4,24	0.00	5818.65	4460.81	Ť
1         C-Twin         5003.12         4825.87         25.00         25.00         6,84         0.00         0           C-Twin-1         5003.60         4829.90         25.00         25.00         6,84         0.00         5003.28         482           C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00         0	23	B-HSS	5781.25	4484.16	25.00	25.00	6.27	0.00	5781.40	4485.50	Ī
C-Twin-1         5003.60         4829.90         25.00         25.00         6,84         0.00         5003.28         482           C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00	24	B-HSS	5862.12	4520.29	25.00	25.00	280.54	0.00	5860.79	4520.54	Ī
C-Twin-2         5002.63         4821.83         25.00         25.00         186.84         0.00         5002.96         482           2         E-Twin         4941.33         4887.46         25.00         25.00         227.17         0.00         -	1	C-Twin	5003.12	4825.87	25.00	25.00	6.84	0.00			Ī
2 E-Twin 4941.33 4887.46 25.00 25.00 227.17 0.00		C-Twin-1	5003,60	4829.90	25.00	25.00	6,84	0.00	5003.28	4827.21	Ť
		C-Twin-2	5002.63	4821.83	25.00	25.00	186.84	0.00	5002.96	4824.52	Ť
	2	E-Twin	4941.33	4887.46	25.00	~~~~					Ť
		E-Twin-1	4938.57	4890.45					4940.41	4888.46	i
E-Twin-2 4944.32 4890.23 25.00 25.00 47.17 0.00 4942.33 488	-	E-Twin-2	4944.32	~~~~						4888.38	Ť

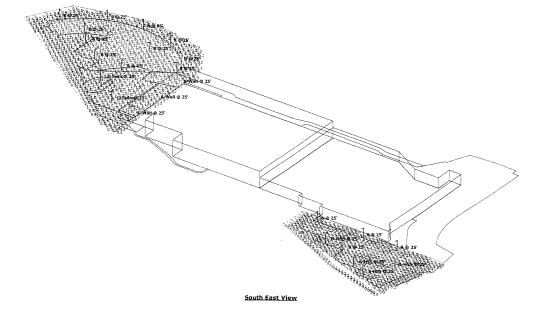
Statistics										
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Mir				
Primary Lot- Northwest Lot	Ж	3.2 fc	7.6 fc	1.0 fc	7.6:1	3.2:1				
Primary Lot- Southeast Lot	Ж	3.4 fc	5.3 fc	1.0 fc	5.3:1	3.4:1				
Satellite Lot- Northwest Lot		3.3 fc	6.2 fc	1.1 fc	5.6:1	3.0:1				
Spill Zone Northwest Lots		2.5 fc	7.6 fc	0.1 fc	76.0:1	25.0:1				
Spill Zone- Southeast Lot	The second secon	2.4 fc	5.3 fc	0.0 fc	N/A	N/A				

#### Note

- Readings are based on a LLF of 0.9
   Please refer to the luminaire locations for mounting heights.

  3. Product information can be obtained at
- www.holophane.com
- 4. Reflectance:

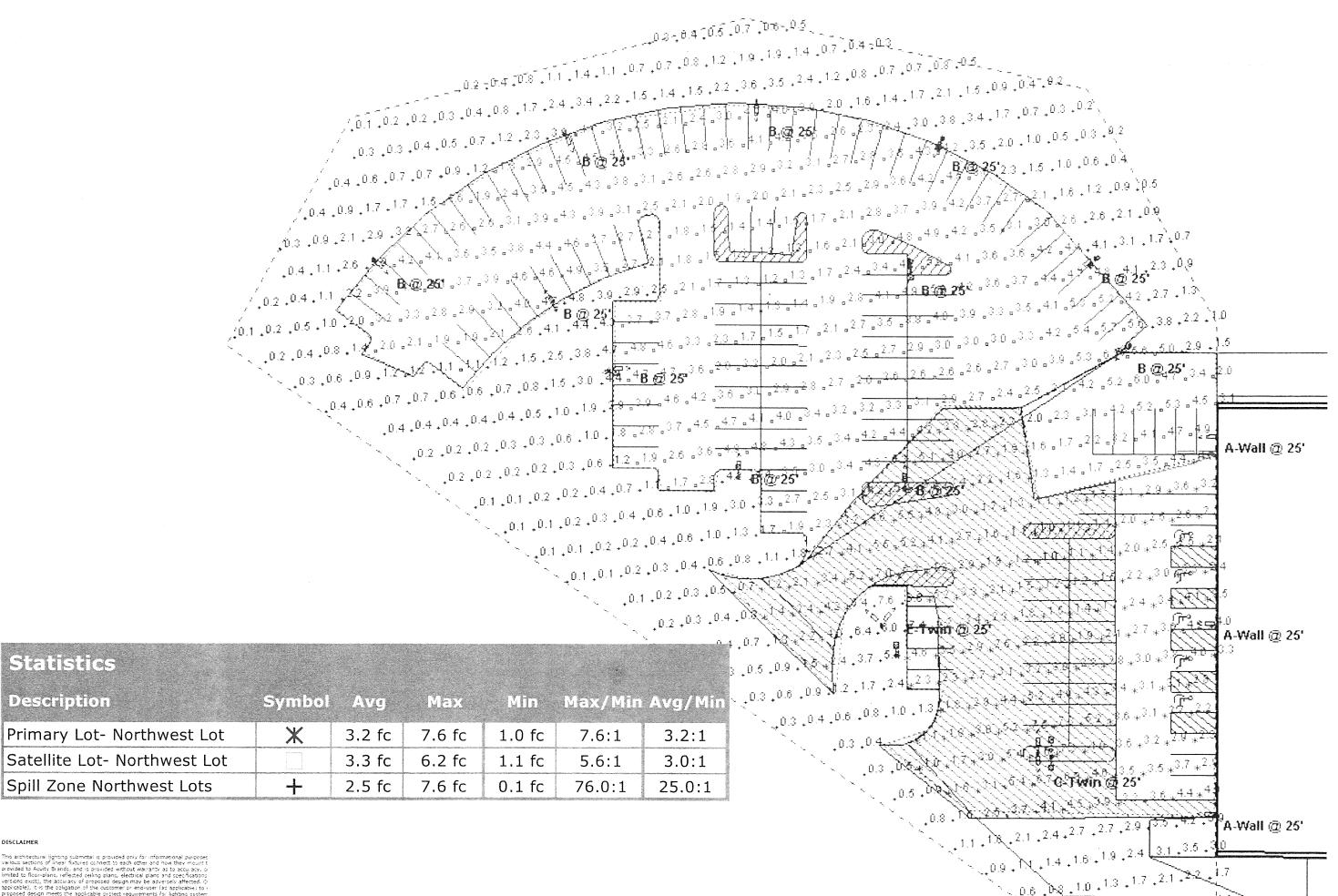
35% Buildings/Walls



#### DISCLAIMER

This architectural lighting submittal is provided only for informational purposes and to the help the customer or end-user (as applicable) understand how various sections of lines. Rixbures connect to each other and how they mount to the ceiling. This lighting submittal is strictly based on the information or various sections of lines, and is provided without warranty as to accuracy, completeness, reliability or otherwise. If the information (including but not limited to floor-pilons, reflected ceiling plans, electrical plans and secendications) covided to Acuty Brands is incomplete on not current Like, never versions existly, the accuracy of proposed design may be adversely affected. Once the lighting submittal is received by the customer or end-user (as applicable), it is the boligation of the customer or end-user (as applicable) to complus with a profit and advisor to setter me whether the proposed design meets the applicable orgect requirements for lighting system performance, code compliance, safety, suitability and effectiveness for use in a particular applicable. In no event will acuty Brands be responsible for any loss resulting from any use of any information contained in this lighting submittal.

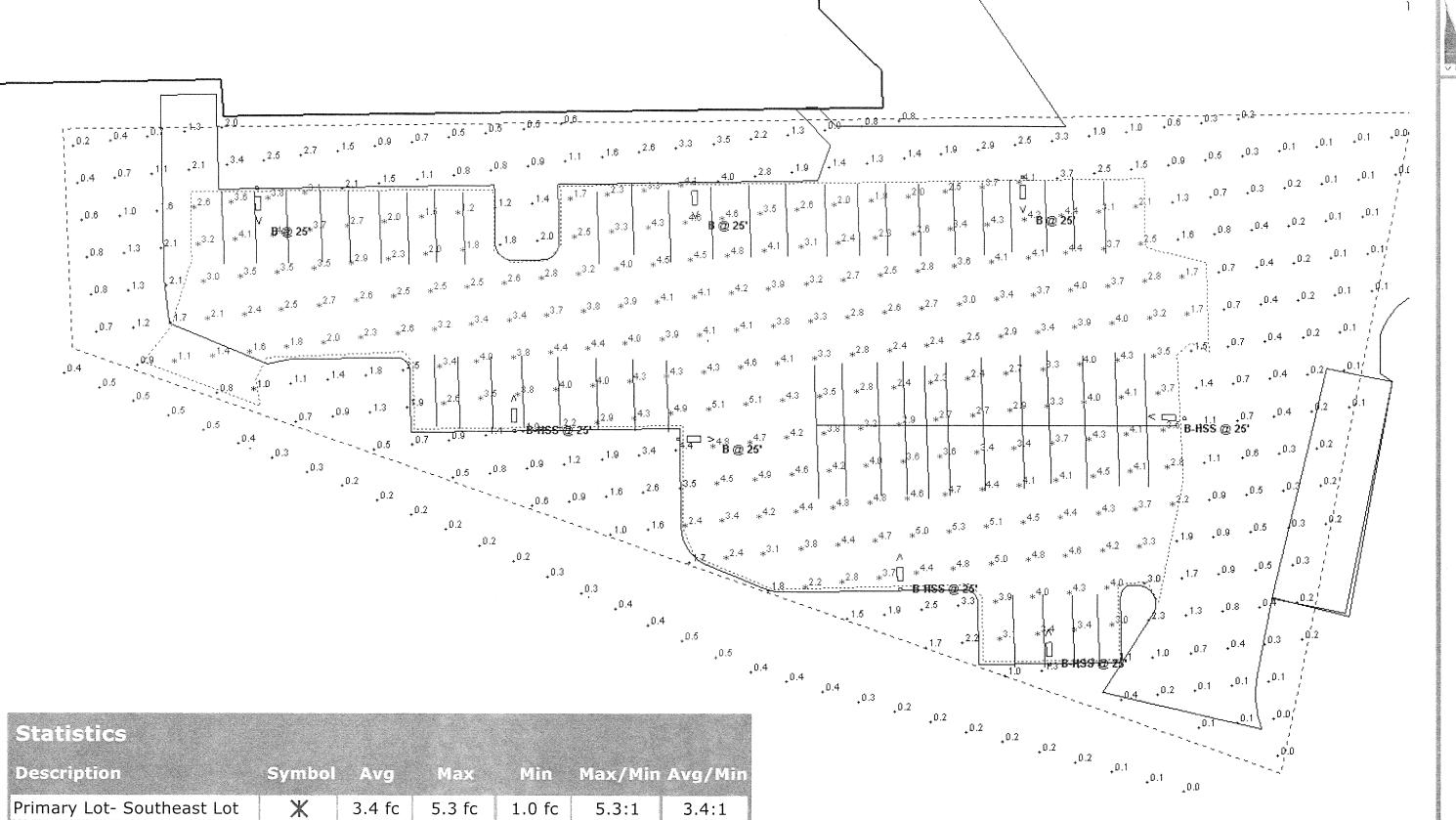
Designer R Morgan Date 09/28/2022 Scale Not to Scale Drawing No. A2 Summary



**Statistics** 

Description

Date 09/28/2022 Scale Not to Scale Drawing No.



#### DISCLAIMER

Spill Zone- Southeast Lot

This architectural lighting culimital is provided only for informational purposes and to the help the customer or and-uses (as applicable) uncerstand he various sections of linear firstness connect to each other and now they mount to the calling. This lighting submittal is strictly based on the information provided to Acuity Drands, and is provided without variantly as to accuracy, completeness, reliability on otherwise. If the information (including but no limited to floor-plans, reflected celling plans, electrical plans and secondations) provided to Acuity Brands is incomplete or not current (i.e., newer versions exist), the accuracy of prococed exagin may be adversely affected. Once this lighting submittal is received by the customer or end-user (as applicable) to consult with a professional engineering advisor to determine whether the proposed design meets the applicable project requirements for lighting submitted planses, safety, suitability and effectiveness or use in particular applicability, suitability and effectiveness project in any information contained in this inchange of the proposed design and the customer of the project of the proposed design may use of any information contained in this inchange called the proposed design and the proposed des

5.3 fc

0.0 fc

N/A

N/A

2.4 fc

Designer R Morgan Date 09/28/2022 Scale Not to Scale Drawing No. A2

# Cathy Murray, Appeals Board Clerk

Subject:

FW: FW: Site Plan - 156 Rhode Island Road

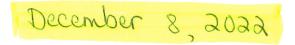
From: Bob Rego <br/> Sent: Tuesday, October 25, 2022 11:45 AM

To: Cathy Murray, Appeals Board Clerk <cmurray@lakevillema.org>

Subject: Re: FW: Site Plan - 156 Rhode Island Road

Hi Cathy,

December 8th would be great!



Thanks, Bob



On Tue, Oct 25, 2022 at 11:35 AM Cathy Murray, Appeals Board Clerk < cmurray@lakevillema.org > wrote:

Hi Bob,

The Planning Board only has one meeting in November on the  $10^{th}$ . Did you want to continue until then or December  $8^{th}$ ? I'm not sure if the peer review would be complete by their November meeting.

Cathy

From: Bob Rego < breego@riverhawkllc.com > Sent: Tuesday, October 25, 2022 10:35 AM

To: Cathy Murray, Appeals Board Clerk < cmurray@lakevillema.org>

Cc: Marc Resnick <mresnick@lakevillema.org>; tyler sikorski <tsikorskient@gmail.com>

Subject: Re: FW: Site Plan - 156 Rhode Island Road

Hi Cathy and Marc,

The revised plan set is attached. Tyler has not been able to get the architect to prepare the plans. May we please have another continuance?

I will forward the Stormwater Report over separately.

Thanks,

Bob

# Planning Board Lakeville, Massachusetts Minutes of Meeting Thursday, September 8, 2022

On September 8, 2022, the Planning Board held a meeting at the Lakeville Police Station. The meeting was called to order by Chairman Knox at 7:00 p.m. LakeCam was making a video recording of the meeting.

# Members present:

Mark Knox, Chair; Peter Conroy, Vice-Chair; Nora Cline, Jack Lynch, Michele MacEachern

#### **Others present:**

Marc Resnick, Town Planner

#### Presentation by the Problem Properties working group - Christina Cotsoridis

Mr. Ari Sky, Town Administrator and Ms. Christina Cotsoridis, Assistant to the Town Administrator were present.

Ms. Cotsoridis summarized the goal and composition of the Problem Properties Working Group. The group focuses on abandoned buildings; junk/blighted properties; unsafe/unsanitary occupied buildings; old farm/rural properties; unkempt commercial properties; and lodging houses. They have recommended six articles for the Special Town Meeting to help deal with blighted or abandoned properties. After Town Meeting, the Group will request that the Abutter's Program be adopted, which does not need to go to Town Meeting. That would allow the Town to transfer to an abutter an adjacent property worth less than \$35,000. However, the transfer of properties to abutters would require Town Meeting vote.

Ms. Cotsoridis said there had been many conversations about specific properties that had started this. Right now, there is no formal process beyond a complaint coming in. Ms. Cline asked when regulating residential use of exterior space, should this be time bound? Perhaps for the person that has bought building materials, but have not yet started construction. Mr. Sky said that was a good point. Ms. Cline also asked what qualified as an exempt property. Mr. Sky said that would be church, state or town owed. The proposed Articles were then discussed.

<u>Discussion and action on possible Articles for fall Town Meeting</u> – Add Licensed junk dealers to Section 4.1.2, Table of Use, Business Uses; Add reusable materials or equipment to Section 2.0, Definitions

Mr. Resnick said these first two items are for information and discussion purposes. After the Select Board's next meeting when this will be discussed, they may vote to place this on the Warrant. They would then forward it back to the Planning Board to hold a public hearing. Mr. Knox then read both of the proposed Articles into the record. Mr. Knox said his only concern with it is when you say no reusable materials, it does not clarify the 500 square feet. The idea of better defining storage was also discussed. Ms. MacEachern noted that wood could be people's heating wood. She did not think people that were storing this wood in their front yard should be included. Ms. Cline agreed. It was suggested that wood be changed to lumber or construction materials.

## Discussion and action on possible Articles for fall Town Meeting - Associate member

Mr. Knox read the proposed amendment into the record. He stated they had talked about this at their last meeting, and their concern had been the length of the term. Mr. Resnick said he had sent what they previously had to Town Counsel, and this is what they had received back. Counsel said this should only apply to Special Permits because that is what the statue is specific to for alternate members. Mr. Knox said what they had talked about was the term of the appointment should be limited to a year at a time and not exceed two years. After discussion, Mr. Knox recommended it be changed to be an annual appointment.

## Discussion and action on possible Articles for fall Town Meeting - Mullin Rule

Mr. Resnick advised he had gone through this with the Town Clerk and the Town has never adopted the Mullin Rule. Upon acceptance, it authorizes a member of a Board holding an adjudicatory hearing to vote in the matter even if they have missed a meeting provided, they meet certain conditions. It is usually adopted for certain Boards, specifically, the Zoning Board, the Planning Board, and the Conservation Commission. Mr. Resnick said a memo has been sent to these other Boards, and they are awaiting their response.

Mr. Knox asked if he made a motion to adopt the Mullin Rule it would be for the Planning Board only. He did not know what the action of the other Boards would be. Mr. Resnick said he could do that or make it pending on the response of the other Boards. The Select Board could then add Conservation and the Zoning Board if that is what the other Boards decide.

Mr. Knox then made a motion, seconded by Mr. Conroy, to have the Planning Board adopt the Mullin Rule pending the decision of the Zoning Board of Appeals and the Conservation Commission to adopt or decline, then said articles would be appropriately put on the Warrant to cover that action. The **vote** was **unanimous for**.

Mr. Knox also made a motion, seconded by Ms. Cline, to add the Associate member Zoning Bylaw change recommendation to the Town Warrant to the Board of Selectmen with the amendment to make that associate member a one-year appointment. The **vote** was **unanimous for**.

# <u>Discussion and action on possible Articles for fall Town Meeting</u> – Modifying setbacks in the Business/Industrial Zone

Mr. Knox said that he had spoken about this with Mr. Resnick and these are the two draft options concerning it. His suggestion would be in small or non-conforming business zoned lots to give a little bit of relief for one setback. This is something that he has talked about to several engineers, who said if this was done, it would be a benefit to commercial development. He felt that if they did allow relief on one setback, it would allow the building to be shifted and the parking could be around one side of the building or in the rear. This could make a small lot more conforming for good business use.

Mr. Knox said after reviewing these options, he would strike Industrial because they did not want to reduce the Industrial setback. They also need to change the word commercial to business in both options. Mr. Knox then read the first option into the record which was: in the Business District one side or rear yard setback on non-conforming lots may be reduced to ten feet by Special Permit issued by the Planning Board. This may only be granted if the applicant shows to the satisfaction of the Board that the reduced setback is necessary to allow for the most desirable and efficient site design due to the non-conformity of the lot. Mr. Knox said that he would like to add that this could only apply to a property abutting another business property. It could not be a residential property. Mr. Resnick asked for clarification if that would be another business zone property or a property that's used as business. They do have residential properties in the business zone. After discussion, Mr. Knox said he thought they should keep it as zoned Business.

Mr. Knox then read the second option into the record, which was: in the Business District one side or rear yard setback on non-conforming lots may be reduced by 50% by Special Permit issued by the Planning Board. Mr. Knox noted that the ten feet in the first option reduces from 40 feet to 50% which would be down to 20 feet. Mr. Knox asked the Board what option they would prefer. Board members thought the second option at 20 feet was better. They thought it should be either the side or rear setback rather than the option of both. Mr. Resnick then read the updated proposed amendment into the record. Mr. Knox made the motion, seconded by Mr. Conroy, to present that Article to the Board of Selectmen to be placed on the Warrant for fall Town Meeting. The **vote** was **unanimous for**.

# <u>Discussion and action on possible Articles for fall Town Meeting</u> – Modify Section 5 to remove one principal structure, modify lot coverage, and remove density bonus

Mr. Knox said he was opposed to removing the language "one principal structure" and felt that should remain. Members agreed. Regarding the lot coverage, Mr. Knox said if they were going to allow greater lot coverage by Special Permit, they need the Special Permit language. Mr. Resnick said that he could write specific standards that would have to be met to be able to achieve the 70% coverage. Mr. Conroy said that he would not be in favor of increasing coverage in the

Industrial B Zone. Mr. Knox agreed that 70% should not be an option for the Industrial B Zone. He recommended to continue to work on this rather than rush to put something together for this Warrant.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue this discussion until the next agenda after the fall Town Meeting in order to work on this for the spring Town Meeting. The **vote** was **unanimous for**.

## Review Layout for Ledgewood Drive for recommendation to Select Board

Mr. Paul Turner was present. He was looking for road acceptance at the upcoming Town Meeting. It was noted that Environmental Partners was supposed to go out and take a look at the site, but had not had a chance to do so before this meeting. They had been out there in early 2021. Mr. Turner said that was correct. It had been satisfactory at that time, but the Highway Superintendent had requested it be looked at again. Mr. Knox said that he had spoken to Mr. Resnick about this and it was in process, but this was their last opportunity to vote on this before fall Town Meeting. He would like to make a motion that they approve this pending a satisfactory inspection report from Environmental Partners. If any corrections are needed, they will be taken care of by Mr. Turner prior to. Mr. Conroy seconded it. The **vote** was **unanimous for**.

## Preliminary Plan - 44 Clear Pond Road, continued - Derek Maksy-applicant

Mr. Knox advised Mr. Rick Frieberg has represented the project on behalf of the applicant. The Board has been provided with a plan that shows a subdivision with a roadway and two parcels so it meets the requirements of the preliminary plan showing a subdivision. Mr. Knox asked if anyone had any comments regarding this property. Ms. Lois Neilson of 51 Harcourt Avenue asked where the right of way would be for this development. Mr. Knox said when they had discussed it, the Board had said they wanted it to go in straight as a cul-de-sac. That is the option that had been brought back to the Planning Board. What has been proposed does not go through and touch Harcourt.

Ms. Neilson said that there is no definitive plan of what this is going to be. Mr. Knox replied they will be required to put in a definitive plan within seven months of when this preliminary plan was filed with the Town. He noted that right within the notes of the plan they are looking to freeze the zoning of the Development Opportunities District, and that is what this action is doing. Ms. Neilson asked once the subject of the zoning comes up again and depending on the appeal, does it call for a public hearing. Mr. Resnick replied that in order to continue to freeze the zoning, a definitive plan would have to be filed within the next couple of months. That would require a public hearing and abutter notifications. If the appeal to the DO District is upheld and they move forward with a proposal, it would also require a public hearing and notifications.

Mr. Knox made a motion, seconded by Ms. MacEachern, to approve the preliminary plan as presented to the Planning Board with the stipulation that they are not making any zoning determination. The **vote** was **unanimous for**.

## Site Plan Review - 156 Rhode Island Road, continued - T. Sikorski Realty, LLC - applicant

Mr. Knox advised they had received a request from the applicant to continue until September 22<sup>nd</sup>. Mr. Knox then made a motion, seconded by Mr. Conroy, to continue the 156 Rhode Island Road Site Plan Review until September 22, 2022, at 7:00 p.m. The **vote** was **unanimous for**.

## **Approve Meeting Minutes**

Ms. Cline made a motion, seconded by Mr. Conroy, to approve the Minutes from the July 14, 2022, meeting. Ms. MacEachern noted that on page four, paragraph one, she asked that the words "that had been spread" be stricken and a period be placed after misinformation. Ms. Cline accepted that amendment to her motion, which was seconded by Mr. Conroy. The **vote** was **unanimous for**.

Regarding the minutes of July 28, 2022, Ms. MacEachern made the following amendments: there is a typo in the 7:00 p.m. and a zero is missing; on page six, the second to last paragraph, it is missing a period. Mr. Knox made a motion, seconded by Mr. Conroy, to approve the Minutes from the July 28, 2022, meeting with the change to clarify the time of start of the meeting

Mr. Knox, Mr. Conroy, Ms. MacEachern, Ms. Cline – Aye; Mr. Lynch – Abstain

# <u>Discussion and action on possible Articles for fall Town Meeting</u> – Industrial District map revision

Mr. Knox said they had a plan in their packet, but Mr. Resnick then distributed a plan that was more specific and included the metes and bounds. Mr. Knox read the proposal into the record which was to rezone 155.4 acres on County Street, as shown on the attached map, from the Residential District to the Industrial District. Ms. MacEachern said that she had a concern that this Industrial Zone was very close to the schools. Mr. Knox said that his concern was one advantage they had with the DO District was it was by Special Permit. If they changed the zoning to Industrial, it would be by right and only require Site Plan Review.

Mr. Resnick noted their revised Site Plan Review gave them a lot of authority to adjust site design and look at a wide range of items, and to mitigate any impacts. The owner of the property, Mr. Mohammed Itani, could not be present but his representative, Mr. Rami Itani was available to answer any questions. Mr. Itani then approached the Board and displayed the plan. He said it was a very preliminary plan. The entire parcel is 300 acres, but they would like to rezone the shaded portion of 155 acres to Industrial. The main access to the property will be through County Street. Currently, there is an access road that leads to the cell tower, which they would probably keep as

an access road for the property. He indicated the portion of the property where the work would be and the remainder would probably be left alone. He said there are no real plans at this point.

Ms. Noelle Rilleau of 22 Reservoir Avenue confirmed that this was the same developer of LeBaron. She has listened to some of the complaints from the residents of that development. She would not be enthusiastic about anything similar going into this area. Ms. Cline replied that she understood the concerns she was talking about, but they did not know today what the plans are for that property. Mr. Itani responded there had been a meeting last month with the ZBA because they are the developers of LeBaron Hills, and they have requested to modify their Comprehensive Permit. This is to just answer the resident's concern, but these are two separate properties. This is a parcel that they are trying to rezone a portion of it into Industrial Zoning as opposed to keeping it Residential. He did not know what the proposal would be because they are at the beginning stages. Mr. Knox added what they are being asked to do is spot zoning something that the Board and the developer have no idea what it is going to be. That is really taking a chance. Mr. Itani said he really couldn't commit to what they were doing. In today's market there are a lot of warehouses that are attractive to a lot of big companies, but in a year or two they don't know what is going to happen.

Mr. Conroy asked if with the bounds they have on this plan, those are going to be two separate lots. Mr. Resnick replied this is not changing any property lines, this is only rezoning the underlying land. They would come in later for Form A's or subdivisions. That is why the second plan gives specific metes and bounds and defines the area, because it is not according to property lines. Ms. MacEachern asked if there were two different zones for the same property and they try to develop the whole parcel, was it correct that they would have to pick either residential or industrial and couldn't do both?

Mr. Knox said at that point, they would have to change lot lines to mirror the zoning change. Mr. Itani said the lots on the plan are not delineated, but what they would be doing is the shaded area would be re-created as one lot and would be Industrial. Everything in the back would remain the same as Residential. Mr. Conroy asked besides the cell tower access, what other access to Freetown Street will that Residential Zone have. Mr. Itani replied there are other means of egress to the property or entrances.

Ms. Nielson asked what the distance was between the Industrial Zone and the homes currently there. Mr. Itani said it is approximately 220 feet. Other distances were also noted on the plan. Ms. MacEachern asked why this was being presented as a Planning Board item rather than by the applicant. If the applicants were to bring this to Town Meeting on their own, they would have to get signatures of residents which would mean there would be some support. She would suggest that might be the best way for them to go.

Mr. LaCamera of the Select Board then spoke. He stated that three years ago, he had come to the Planning Board to talk about areas for commercial and industrial development. This is important to the Town because they can't continue running the Town with residential properties. They had 100 houses this past year with occupancy permits. This is becoming an issue because of school children, etc. This particular property has been for sale for years. If you look at this property, it

is a perfect location for commercial or industrial because it is right on Route 140. Some of this property is not developable so it would give them an opportunity when they get to that point, to negotiate and have the developer put the other 100 to 150 acres in open space. Right now, they do not have any open Industrial area. As a Town, they have to decide if they don't want commercial, they are going to have residential and it would be substantial.

Mr. Knox said what would make him more comfortable would be if they had some sort of a bylaw. It would say that any building over 100,000 square feet over or some other number, is by Special Permit. It doesn't matter what zone it is in. That way the Planning Board and Town have more control over the development, and what goes there. After a discussion about how it would be defined, Mr. Resnick said something could be drafted. Mr. Knox said having the Planning Board have a little bit of control over the situation with the Special Permit would have him be more on board with pushing this to Town Meeting and letting the towns people decide on the rezoning. Ms. Cline agreed that they should let the Town decide. Ms. MacEachern asked if the Planning Board should bring this. Mr. Conroy said he thought they should be the ones to bring this forward. They have looked at this property historically several times over and spoke about how close it is to Route 140, and how it is a preferred property to be industrial or commercial. They have to own the message, and it is this Board's purview. Ms. MacEachern said having a Special Permit tied to this made her feel better about it. Mr. Conroy said the townspeople will have the final word on it so he did not want to deny them of that.

# <u>Discussion and action on possible Articles for fall Town Meeting</u> – Off-premise Sign correction

Mr. Knox read what was currently in the by-law which was proposed to be removed.

Mr. Knox made a motion, seconded by Ms. MacEachern, to remove the text as had been read. The **vote** was **unanimous for**.

Mr. Resnick then stated in regards to a Special Permit for warehouse use, he thought they could add to the Industrial Use Chart, Industrial buildings greater than 100,000 square feet and then make that only permitted by a Planning Board Special Permit in the Industrial Zone, Members wanted the Industrial B Zone included and the 100,000 square feet to be in aggregate. Mr. Resnick said they would also add a description of this under the Special Permit listing. Mr. Knox said that he would like to have Counsel review this so that they knew the intent, and they were doing the right thing.

Mr. Knox then made a motion, seconded by Mr. Conroy, to act on this Special Permit process for buildings over 100,000 square feet in the Industrial and Industrial B Zones by Special Permit. The **vote** was **unanimous for**.

Mr. Knox also made a motion, seconded by Mr. Lynch, to see if the Town will vote to amend the Zoning Map by rezoning 155.4 acres located on County Street as shown on the attached map entitled, Zoning Amendment Plan of Land in Lakeville, MA, from the Residential District to the Industrial District. The **vote** was **unanimous for**.

#### Approve Housing Survey Questions for the Housing Production Plan

Mr. Knox said they had sample questions from the Mansfield Survey. Ms. MacEachern had suggested also looking at a couple more options for questions that were from Towns similar to Lakeville. What did members think? Ms. Cline said that after looking at them all, Mansfield had more in the application. Mr. Lynch agreed the Mansfield one was better. Mr. Resnick said that the Mansfield one tries to find out what peoples' opinions are about housing. It may not be housing that's representative of a lot of Lakeville, but it is representative of housing that is found throughout the Commonwealth. Some of the other demographic questions in the other surveys are not constructed to what they are trying to do, which is trying to find out what peoples' attitudes are toward a variety of housing types. He thought the Mansfield one was more comprehensive.

It was discussed that some additional questions in regard to senior housing should be included. Mr. Resnick said that he would reach out to SRPEDD in regards to adding these additional questions. Mr. Knox made a motion, seconded by Ms. Cline, that they advance with the Mansfield Housing Production Plan Survey questions with the caveat that SRPEDD add additional agerestricted housing questions in addition to what is presently there. The **vote** was **unanimous for**.

#### Review correspondence

Mr. Resnick said there were general notices received from other Towns. An application for a large message board on the other side of Taunton along 495 had also been received. It is 90 feet high, and they are asking for several different Variances. It has no impact on Lakeville, but you will notice it as you drive down 495.

#### Discussion and possible action regarding Planning Board goal setting

Mr. Knox advised that Ms. MacEachern had put together some information in regards to this item. He would ask members if they wanted to look forward, they can look back at the Master Plan between now and September of next year and see what the Town wants to achieve. They can then set some goals, in regards to the Master Plan, zoning changes, business and industrial lot coverages, etc. He asked that this be put back on the agenda for next week so they can see what it is they want to achieve in the next six months to a year.

#### **Next meeting**

The next meeting is scheduled for September 22, 2022, at 7:00 p.m. at the Lakeville Police Station.

## **Adjourn**

Mr. Knox made a motion, seconded by Ms. MacEachern, to adjourn the meeting. The **vote** was **unanimous for**.

Meeting adjourned at 9:00.