

TOWN OF SOUTHBOROUGH
CONSERVATION COMMISSION
THURSDAY, JUNE 18, 2020 7:00 PM

MEETING AGENDA

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Southborough Conservation Commission will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on the Town of Southborough's website, at <https://www.southboroughtown.com/>. For this meeting, members of the public who wish to listen the meeting may do so in the following manner: <https://www.southboroughtown.com/remotemeetings>.

No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on Southborough's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

****The purpose of this meeting is for continuance of public hearings; not for deliberation or action on the hearings.**

Call Meeting to order

Public Hearings:

7:00pm

1. Continued Notice of Intent & Stormwater Management Permit– 16-18 Middle Road (Map 54, Parcels 19 & 20)
2. Continued Notice of Intent – Park Central, 0 Turnpike Road (Map 33, 41, 24, 25 & Lots 4, 4A, 3, 5)
3. Continued Notice of Intent – 12 MacNeil Drive (Map 45, Lot 12)
4. Continued Notice of Intent – 32 Boston Road (Map 55, Lot 70)
5. Continued Notice of Intent (bylaw only) – 81 Breakneck Hill Road (Map 21, Lot 16) – ACCEPTANCE OF WITHDRAWAL

New and/or Continued Business:

1. Approval of minutes 5/7/2020
2. Violation at 0 Southville Road
3. Lucas Environmental contract draft & approval
4. MPC Representative – reappointment of Judith Watson
5. Review & feedback of goal statement for MPC
6. Housing Production Plan – review and acceptance
7. Review & acceptance of CR at 0 Firmin Ave
8. Request for Certificate of Compliance – 18 Middle Road, DEP #290-943
9. Update on Chestnut Hill Farm trails
10. Golf Course Management Plan

Other Business properly before the Commission:

- a) Conservation Scientist/Agent Report
- b) Other Business as may arise

1 **SOUTHBOROUGH CONSERVATION COMMISSION**
2 THURSDAY, MAY 7, 2020
3 VIRTUAL ZOOM MEETING
4 **DRAFT MEETING MINUTES**
5

6 The Conservation Commission of the Town of Southborough held a meeting on Thursday, April
7 23, 2020 at 7:00pm via an online Zoom meeting.
8

9 Members Present: Mark Possemato (chair), Benjamin Smith, Carl Guyer, Russell Gregory,
10 Judith Watson, Jeffrey Peet & Sheri Widdiss (joined as noted at 7:30pm)
11

12 Members Absent: None
13

14 Others Present: Melissa Danza, Conservation Agent
15

16
17 The meeting being duly posted, the chair opened the meeting at 7:00pm and stated that pursuant
18 to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting
19 Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on
20 the number of people that may gather in one place, this meeting of the Southborough
21 Conservation Commission is being conducted via remote participation. No in-person attendance
22 of members of the public will be permitted, but every effort will be made to ensure that the
23 public can adequately access the proceedings as provided for in the Order. A reminder that
24 persons who would like to listen to this meeting while in progress may do so by going to
25 www.southboroughtown.com/remotemeetings.

26 Ms. Danza conducted a roll call attendance with Possemato, Smith, Guyer, Gregory, Watson,
27 Peet, and herself present at this time.
28

PUBLIC HEARINGS

29 **NOTICE OF INTENT & STORMWATER MANAGEMENT PERMIT – 16-18 MIDDLE**
30 **ROAD (Map 54, Lot 19 & 20)**

31 7:03: Due to the lack of public participation the Commission voted to continue the public hearing
32 to June 18, 2020.

33 **MOTION:** Mr. Smith moved to continue the public hearing until June 18, 2020. Seconded by Mr.
34 Guyer, the motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-aye;
35 Gregory-aye; Possemato-aye.

36 **NOTICE OF INTENT – PARK CENTRAL, 0 TURNPIKE ROAD (Map 33, 41, 24, 24 &**
37 **Lots 4, 4A, 3, 5)**

38 7:06pm: Due to the lack of public participation the Commission voted to continue the public
39 hearing to June 18, 2020.

1 **MOTION:** Ms. Watson moved to continue the public hearing until June 18, 2020. Seconded by
2 Mr. Gregory, the motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-
3 aye; Gregory-aye; Possemato-aye.

4 **NOTICE OF INTENT – 12 MACNEIL DRIVE (Map 45, Lot 12)**

5 7:08pm: Due to the lack of public participation the Commission voted to continue the public
6 hearing to June 18, 2020.

7 **MOTION:** Mr. Peet moved to continue the public hearing until June 18, 2020. Seconded by Mr.
8 Smith, the motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-aye;
9 Gregory-aye; Possemato-aye.

10 **NOTICE OF INTENT – 32 BOSTON ROAD (Map 55, Lot 70)**

11 7:14pm: Due to the lack of public participation the Commission voted to continue the public
12 hearing to June 18, 2020.

13 **MOTION:** Mr. Gregory moved to continue the public hearing until June 18, 2020. Seconded by
14 Mr. Guyer, the motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-
15 aye; Gregory-aye; Possemato-aye.

16 **NOTICE OF INTENT (BYLAW ONLY)- 81 BREAKNECK HILL ROAD (Map 21, Lot 16)**

17 7:16pm: Due to the lack of public participation the Commission voted to continue the public
18 hearing to June 18, 2020.

19 **MOTION:** Mr. Smith moved to continue the public hearing until June 18, 2020. Seconded by Mr.
20 Guyer, the motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-aye;
21 Gregory-aye; Possemato-aye.

22

23

NEW BUSINESS

24 **MINUTES**

25 No changes made.

26 3/5/2020: Ms. Watson moved to approve the minutes as drafted. Seconded by Mr. Guyer, the
27 motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-aye; Gregory-
28 aye; Possemato-aye.

29 3/26/20: Mr. Guyer moved to approve the minutes as drafted. Seconded by Mr. Smith, the
30 motion carried 5-0-1 by roll call vote: the motion carried 6-0-0 by roll call vote: Watson-aye;
31 Smith-aye; Guyer-aye; Gregory-aye; Possemato-aye; Peet-abstain (absent from meeting).

32 4/23/20: Ms. Watson moved to approve the minutes as drafted. Seconded by Mr. Guyer, the
33 motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-aye; Gregory-
34 aye; Possemato-aye.

35

1 **REQUEST FOR CERTIFICATE OF COMPLIANCE DEP #290-793 ORAD FOR CAIN'S**
2 **CROSSING**

3 Ms. Danza explained that this was an ORAD (which is not normally closed out with a Certificate
4 of Compliance) that was for the project proposed prior to Cain's Crossing and has since expired.
5 Since it was recorded it has shown up on title searches during the sale of the townhouse units so
6 the builder has requested that it be closed out.

7 **MOTION:** Mr. Gregory moved to issue a Certificate of Compliance for DEP #290-793.
8 Seconded by Ms. Watson, the motion carried 6-0-0 by roll call vote: Watson-aye; Smith-aye;
9 Peet-aye; Guyer-aye; Gregory-aye; Possemato-aye.

10
11 **UPDATE ON CHESTNUT HILL FARM TRAILS & PROPOSED PIG PLANS**

12 ****Ms. Widdiss joined the meeting at 7:30pm****

13 Mr. Smith noted that it is the Commission's job to ensure that we enforce the rights within the
14 CR that the town purchased. The CR explicitly states that there is a prohibition against piggeries
15 which in his mind is the raising of pigs in general regardless of age. The feeling of SVT was that
16 a piggery was also the raising of pigs regardless of structures or age, but the Southborough
17 Zoning Code states that a piggery is: the keeping of five or more pigs over one-year old. The
18 Commission discussed that the CR did not reference the Zoning definition and was most likely
19 created prior to the creation of the definition. The Trustees are also allowed to put in fences, but
20 is subject to prior notice which states shall be within 45 days prior to the event happening and
21 that failure of this notification constitutes a material breach of the conservation restriction. There
22 seems to be two options in which the Trustees can do with the pigs which are to move them to
23 another part of the farm on that side of Chestnut Hill Road or move them to the other side of the
24 road in which SVT is the holder of the CR and there are no restrictions for pigs. The
25 Commission discussed about their concern that the Trustees do not take into consideration the
26 interests of the town and Commission or CR. In the minds of the Commission, while the pigs
27 may not be doing harm to the environment or habitat, the belief is that no pigs are allowed on the
28 farm regardless of time on the farm. There is no definition of 'temporary' and may be misused in
29 the future. The Commission agrees that the proper protocols should be followed in terms of
30 notification and that it warrants a meeting with the Trustees to ensure these issues are addressed
31 moving forward. The Commission decided to send a letter of violation to the Trustees stating that
32 the pigs are to be removed two weeks from the date that we give them notice and if they would
33 like to avail themselves as their right, they can contact the agent to set up a meeting.

34 **MACC ADVOCACY LEGISLATIVE ALERT**

35 Ms. Danza explained that MACC sent out an email with information on the proposed legislation
36 for mitigating arbovirus in MA. Some of the issues that MACC discusses is that the legislation is
37 overly broad, there is no required notifications prior to spraying, no transparency on the decision-
38 making process and what triggers spraying, inadvertent impacts from spraying are not
39 considered, and no sunset clause. Mr. Peet stated that he does not agree with the legislation's
40 lack of notifications and unclear requirements for spraying. Mr. Smith noted that MACC strives

1 for transparency and that should be incorporated into the bill. Ms. Danza stated that MACC
2 offers a draft letter that mirrors theirs that the Commission can vote to support and send to be
3 apart of the hearing process.

4 **MOTION:** Mr. Peet moved to send the draft letter from MACC to legislatures. Seconded by Ms.
5 Widdiss, the motion carried 6-0-1 by roll call vote: Watson-aye; Smith-aye; Peet-aye; Guyer-
6 aye; Gregory-aye; Widdiss-aye; Possemato-abstain (due to family member contracting EEE).

7 **LUCAS ENVIRONMENTAL CONTRACT DRAFT**

8 Ms. Danza stated that this was for the Commission to review for the next meeting. Mr. Lucas
9 will attend that meeting to answer any questions but wanted ample time for member review.

10

11 **MOTION:** At 8:38pm, the Commission voted to adjourn the meeting with a motion made by
12 Mr. Smith, seconded by Mr. Gregory, and the motion carried 7-0-0 by roll call vote: Watson-aye;
13 Smith-aye; Peet-aye; Guyer-aye; Gregory-aye; Widdiss-aye; Possemato-aye.

14

15 Respectfully submitted,

16 Melissa Danza

17 Conservation Agent

18

19 Documents Used:

20 1. 13 Foley Drive Plot Plan

21 2. Chestnut Hill CR

22 3. MACC Draft letter – Act to Mitigate Arbovirus



May 19, 2020

Mr. Mark Possemato, Chair
c/o Melissa Danza, Conservation Agent
Conservation Commission
17 Common Street
Southborough, Massachusetts 01772

Re: Response to Notice of Violation dated February 15, 2018
0 Southville Road
Southborough, Massachusetts 01772

Dear Chairman Possemato and Members of the Commission:

On behalf of JAH Properties, LLC, Land Design Collaborative (LDC) is writing in response to the above referenced Notice issued in 2018. The Commission asserts in the Notice that a tree clearing violation may have occurred within a portion of the jurisdictional 200-foot Riverfront Area (Sudbury River) located on the subject property. Based on the findings contained herein, the assertion was found to be accurate. Following the issuance of the Notice of Violation, JAH Properties appeared before the Commission to discuss the matter on March 29, 2018 as referenced in a letter issued by the Commission dated April 9, 2018. While there has been continued correspondence with the Conservation Commission since the April letter, a long overdue and formal response had not been provided and is provided herein.

We understand that representatives of our client measured from the actual water's edge of the river uphill a distance of over 200-feet to the proposed limits of clearing believing that they were comfortably beyond the Con Com's jurisdiction. Following an on the ground delineation of the resource areas including establishing the location of a portion of the observable MAHW, Ecotec determined that the safely accessible MAHW indicators were farther upland than the actual river's edge as detailed in the enclosed report. Ecotec's flags were professionally located by an on the ground by instrument survey and the results of the work is reflected on the enclosed Riverfront Area Impact Exhibit. As part of the delineation, Ecotec also flagged the locus side of the Bordering Vegetated Wetland which were also located by field survey.

As illustrated on the exhibit, the narrow, tapered area of tree clearing, measuring approximately 1,740 square feet, is located on the outer most fringes of the RFA, a distance of no less than 184'± from Ecotec's closest MAHW Flag R-14. Both the BVW and Sudbury River are located on the opposite side of the Boston & Albany Railroad approximately 13' and 30'±, respectively, from the edge of the 30'-40' wide stone railway bed. Since Notice was given by the Commission in February of 2018, no additional clearing has occurred.

As discussed at the meeting in 2018, the SCC agreed that our client would *"need to file a Request for Determination of Applicability (RDA) permit application for the purpose of allowing the SCC to verify the wetland resource area boundaries (including Riverfront Area) which will determine if either ongoing or proposed work will need wetlands permitting."* Based on the information contained herein and herewith, we trust that the Commission will agree that an infraction has occurred, thus not requiring an RDA for the purposes of making such a determination. That said, our client understands that ongoing or proposed work will require the Conservation Commission's confirmation of the resource areas presented and an Order of Conditions pursuant to The Southborough Wetlands Bylaw (Chapter 170, § 2), local stormwater regulations and Massachusetts Wetlands Protection Act (310 CMR 10.00).

Mr. Mark Possemato, Chair
c/o Melissa Danza, Conservation Agent
Southborough Conservation Commission
May 19, 2020

At this time, Mr. Hopkins and his team are and have been collecting information for the development of the property to serve as the headquarters for his group of companies where LDC will serve as civil/site design and permitting consultant for the project. As we develop a concept plan over the next several months and prior to proceeding to final design, we will present the concept to the town to obtain feedback.

We very much appreciate your attention given to this information and the patience of the SCC in awaiting a response. We trust that you will find the materials and information contained herein both indicate progress to address the concerns raised and project's direction.

Please feel free to contact me should you have any questions or wish to discuss.

Sincerely,

LAND DESIGN COLLABORATIVE



Wayne M. Belec, Project Manager
Principal

Encl.

cc: Mr. Jay Trask, Twin Pines Landscaping, LLC
Mr. Andrew Hopkins, JAH Properties, LLC

20-0002 SCC Itr

EcoTec, Inc.

ENVIRONMENTAL CONSULTING SERVICES

102 Grove Street

Worcester, MA 01605-2629

508-752-9666 – Fax: 508-752-9494

April 3, 2020

Revised: April 8, 2020

Wayne Belec, Principal
Land Design Collaborative
45 Lyman Street
Westborough, MA 01581

RE: Wetland Resource Evaluation, Parcel 5-8 Southville Road, Southborough, Massachusetts

Dear Mr. Belec:

On March 26, 2018, EcoTec, Inc. inspected the above-referenced property for the presence of wetland resources as defined by: (1) the Massachusetts Wetlands Protection Act (M.G.L. Ch. 131, § 40; the “Act”) and its implementing regulations (310 CMR 10.00 *et seq.*; the “Regulations”); (2) the Town of Southborough Wetlands Protection Bylaw and its implementing regulations; and (3) the U.S. Clean Water Act (i.e., Section 404 and 401 wetlands). Scott Jordan, CPESC conducted the inspection.

The subject Parcel 5-8 site consists of approximately 4-acres located along the southerly side of Southville Road. The upland portions of the site consist of a recently cleared field and equipment storage area within the northern portion and upland forest in the southern portion. Plant species observed include northern red oak (*Quercus rubra*), white oak (*Quercus alba*), eastern white pine (*Pinus strobus*), black cherry (*Prunus serotina*), red maple (*Acer rubrum*), shag-bark hickory (*Carya ovata*), and sassafras (*Sassafras albidum*) trees and/or saplings; highbush blueberry (*Vaccinium corymbosum*), and sweet pepperbush (*Clethra alnifolia*) shrubs; and tree clubmoss (*Lycopodium obscurum*), bracken fern (*Pteridium aquilinum*), and hayscented fern (*Dennstaedtia punctilobula*), ground cover. The wetland resources observed on the site are described below.

Methodology

The site was inspected, and areas suspected to qualify as wetland resources were identified. The boundary of Bordering Vegetated Wetlands or, in the absence of Bordering Vegetated Wetlands, Bank was delineated in the field in accordance with the definitions set forth in the regulations at 310 CMR 10.55(2)(c) and 310 CMR 10.54(2). Section 10.55(2)(c) states that “The boundary of Bordering Vegetated Wetlands is the line within which 50% or more of the vegetational community consists of wetland indicator plants and saturated or inundated conditions exist.” Section 10.54(2)(c) states that “The upper boundary of Bank is the first observable break in the slope or the mean annual flood level, whichever is lower.” The methodology used to delineate Bordering Vegetated Wetlands is further described in: (1) the BVW Policy “*BVW: Bordering Vegetated Wetlands Delineation Criteria and Methodology*,” issued March 1, 1995; and (2) “*Delineating Bordering Vegetated Wetlands Under the Massachusetts Wetlands Protection Act: A Handbook*,” produced by the Massachusetts Department of Environmental Protection, dated March 1995. The plant taxonomy used in this report is based on the

National List of Plant Species that Occur in Wetlands: Massachusetts (Fish and Wildlife Service, U.S. Department of the Interior, 1988). Federal wetlands were presumed to have boundaries conterminous with the delineated Bordering Vegetated Wetlands and Bank. One set of DEP Bordering Vegetated Wetland Delineation Field Data Forms completed for observation plots located in the wetlands and uplands near flag A9 is attached. The table below provides the Flag Numbers, Flag Type, and Wetland Types and Locations for the delineated wetland resources.

Flag Numbers	Flag Type	Wetland Types and Locations
Start A1 to A39 Stop	Blue Flags	Boundary of Bordering Vegetated Wetlands located off site to the south that is associated with the Sudbury River.
Start R1 to R22 Stop	Red Flags	Mean Annual High-water Line (MAHWL) of the Sudbury River located off site to the south.

Findings

Wetland A (i.e., flags A1 to A39) consists of a wooded swamp and marsh located off site to the south that is associated with the Sudbury River. Plant species observed include red maple (*Acer rubrum*) trees and/or saplings; common greenbrier (*Smilax rotundifolia*) climbing woody vines; highbush blueberry (*Vaccinium corymbosum*), glossy buckthorn (*Rhamnus frangula*), and sweet pepper-bush (*Clethra alnifolia*) shrubs; and cinnamon fern (*Osmunda cinnamomea*), sensitive fern (*Onoclea sensibilis*), sedges (Cyperaceae sp.), broad-leaf cattail (*Typha latifolia*), purple loosestrife (*Lythrum salicaria*), and common reed (*Phragmites australis*) ground cover. Evidence of wetland hydrology, including hydric soils, saturated soils, evidence of flooding, and drainage patterns, was observed within the delineated wetland. This vegetated wetland borders a river; accordingly, the vegetated wetlands would be regulated as Bordering Vegetated Wetlands and the river would be regulated as Bank and Land Under Water Bodies and Waterways under the Act and Bylaw. A 100-foot Buffer Zone extends horizontally outward from the edge of Bordering Vegetated Wetlands under the Act and Bylaw.

Bordering Land Subject to Flooding is an area that floods due to a rise in floodwaters from a bordering waterway or water body. Where flood studies have been completed, the boundary of Bordering Land Subject to Flooding is based upon flood profile data prepared by the National Flood Insurance Program. Section 10.57(2)(a)3. states that “The boundary of Bordering Land Subject to Flooding is the estimated maximum lateral extent of flood water which will theoretically result from the statistical 100-year frequency storm.” Based upon a review of the Flood Insurance Rate Map, Worcester County, Massachusetts, Map Number 25027C0669F, Effective Date 7/16/2014, there is a mapped Zone AE (i.e., 100-year floodplain) located just off site to the south. The project engineer should evaluate the most recent National Flood Insurance Program flood profile data to determine if Bordering Land Subject to Flooding occurs on the site. Bordering Land Subject to Flooding would occur in areas where the 100-year flood elevation is located outside of or upgradient of the delineated Bordering Vegetated Wetlands boundary. Bordering Land Subject to Flooding does not have a Buffer Zone under the Act, but has a 100-foot Buffer Zone under the Bylaw.

The Massachusetts Rivers Protection Act amended the Act to establish an additional wetland resource area: Riverfront Area. Based upon a review of the current USGS Map (i.e., Marlborough Quadrangle, dated 1983, attached), the Sudbury River is located off site to the south. The entire length and the

width to the mean annual high-water line of the twenty-three major rivers, including the Sudbury River, are considered part of the river under the Massachusetts Wetlands Protection Act regulations. Riverfront Area would extend 200 feet horizontally upgradient from the mean annual high-water line of the river. Section 10.58(2)(a)2. states that the “Mean annual high-water line of a river is the line that is apparent from visible markings or changes in the character of soils or vegetation due to prolonged presence of water and that distinguishes between predominantly aquatic and predominantly terrestrial land. Field indicators of bankfull conditions shall be used to determine the mean annual high-water line. Bankfull field indicators include but are not limited to: changes in slope, changes in vegetation, stain lines, top of pointbars, changes in bank materials, or bank undercuts.” Section 10.58(2)(a)2.a. states that “In most rivers, the first observable break in slope is coincident with bankfull conditions and the mean annual high-water line.” The mean annual high-water line of the stream was delineated in the field with flags R1 to R22 based upon the above-referenced regulation. Please note that EcoTec could not safely delineate the mean annual high-water line along the eastern portion of the Sudbury River located off-site to the south. In these circumstances, it is recommended that the project engineer utilize aerial photo-interpretation and/or topographic mapping to extrapolate and show the mean annual high-water line on any project plans. Furthermore, based upon a review of the current USGS Map and observations made during the site inspection, there are no other mapped or unmapped streams located within 200 feet of the site. Accordingly, except as noted above, Riverfront Area would not occur on the site. Riverfront Area does not have a Buffer Zone under the Act, but may overlap other wetland resources and their Buffer Zones.

The Regulations require that no project may be permitted that will have any adverse effect on specified habitat sites of rare vertebrate or invertebrate species, as identified by procedures set forth at 310 CMR 10.59. Based upon a review of the *Massachusetts Natural Heritage Atlas*, 14th edition, Priority Habitats and Estimated Habitats from the NHESP Interactive Viewer, valid from 2017, and Certified Vernal Pools from MassGIS, there are no Estimated Habitats [for use with the Act and Regulations (310 CMR 10.00 *et seq.*)], Priority Habitats [for use with Massachusetts Endangered Species Act (M.G.L. Ch. 131A; “MESA”) and MESA Regulations (321 CMR 10.00 *et seq.*)], or Certified Vernal Pools on or in the immediate vicinity of the site. A copy of this map is attached.

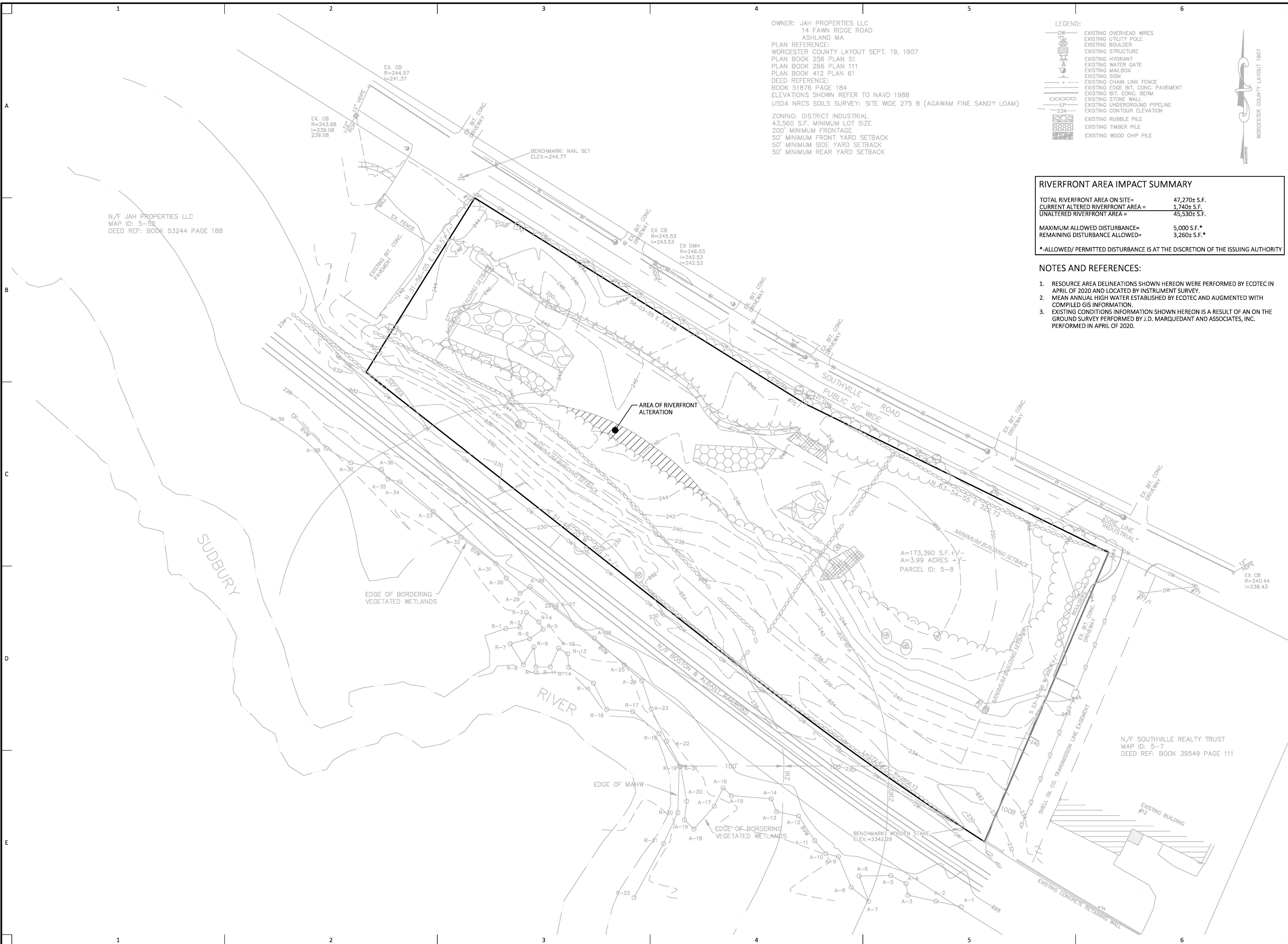
The reader should be aware that the regulatory authority for determining wetland jurisdiction rests with local, state, and federal authorities. A brief description of my experience and qualifications is attached. If you have any questions, please feel free to contact me at any time.

Cordially,
ECOTEC, INC.



Scott Jordan, CPESC
Senior Environmental Scientist

Attachments (8 pages)



OWNER: JAH PROPERTIES LLC
 14 FAWN RIDGE ROAD
 ASHLAND MA

PLAN REFERENCE:
 WORCESTER COUNTY LAYOUT SEPT. 19, 1907
 PLAN BOOK 256 PLAN 51
 PLAN BOOK 266 PLAN 111
 PLAN BOOK 412 PLAN 61

DEED REFERENCE:
 BOOK 51876 PAGE 184
 ELEVATIONS SHOWN REFER TO NAVD 1988
 USDA NRCS SOILS SURVEY: SITE WIDE 275 B (AGAWAM FINE SANDY LOAM)

ZONING: DISTRICT INDUSTRIAL
 43,560 S.F. MINIMUM LOT SIZE
 200' MINIMUM FRONTAGE
 50' MINIMUM FRONT YARD SETBACK
 50' MINIMUM SIDE YARD SETBACK
 50' MINIMUM REAR YARD SETBACK

- LEGEND:
- OW — EXISTING OVERHEAD WIRES
 - EXISTING UTILITY POLE
 - EXISTING BOULDER
 - EXISTING STRUCTURE
 - EXISTING HYDRANT
 - EXISTING WATER GATE
 - EXISTING MAILBOX
 - EXISTING SIGN
 - EXISTING CHAIN LINK FENCE
 - EXISTING EDGE BIT. CONC. PAVEMENT
 - EXISTING BIT. CONC. BERM
 - EXISTING STONE WALL
 - EXISTING UNDERGROUND PIPELINE
 - 234 — EXISTING CONTOUR ELEVATION
 - EXISTING RUBBLE PILE
 - EXISTING TIMBER PILE
 - EXISTING WOOD CHIP PILE



RIVERFRONT AREA IMPACT SUMMARY	
TOTAL RIVERFRONT AREA ON SITE=	47,270± S.F.
CURRENT ALTERED RIVERFRONT AREA=	1,740± S.F.
UNALTERED RIVERFRONT AREA=	45,530± S.F.
MAXIMUM ALLOWED DISTURBANCE=	5,000 S.F.*
REMAINING DISTURBANCE ALLOWED=	3,260± S.F.*

*-ALLOWED/ PERMITTED DISTURBANCE IS AT THE DISCRETION OF THE ISSUING AUTHORITY

- NOTES AND REFERENCES:
- RESOURCE AREA DELINEATIONS SHOWN HEREON WERE PERFORMED BY ECOTEC IN APRIL OF 2020 AND LOCATED BY INSTRUMENT SURVEY.
 - MEAN ANNUAL HIGH WATER ESTABLISHED BY ECOTEC AND AUGMENTED WITH COMPILED GIS INFORMATION.
 - EXISTING CONDITIONS INFORMATION SHOWN HEREON IS A RESULT OF AN ON THE GROUND SURVEY PERFORMED BY J.D. MARQUEDANT AND ASSOCIATES, INC. PERFORMED IN APRIL OF 2020.

LAND DESIGN COLLABORATIVE
 Chauncy Place | Terrace North | Suite 1
 45 Lyman Street
 Westborough, MA 01581

508.952.6300 | LDcollaborative.com

THE CONTENT, INFORMATION AND DESIGN OF THIS PLAN ARE PROPRIETARY AND DUPLICATION AND/OR UTILIZATION FOR ANY PURPOSES IS STRICTLY PROHIBITED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM LAND DESIGN COLLABORATIVE. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.
 © LAND DESIGN COLLABORATIVE, LLC.

Project Owner:
JAH Properties, LLC
 30 Southville Road
 Southborough, MA

Project Applicant:
JAH Properties, LLC
 30 Southville Road
 Southborough, MA

Project Title:
JAH PROPERTIES
 0 Southville Road
 Southborough, MA
 (Worcester County)

Sheet Title:
RIVERFRONT AREA IMPACT EXHIBIT

For Discussion

No.:	Date:	Revision Issue:
Drawn By:	WMB	Checked By:
Date:	05/19/2020	Project No.:
		20-0002

0 10 20 40 80 120
 Scale: 1" = 40'

Sheet No.:
C-01

DEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Form

Applicant	Prepared by: EcoTec, Inc	Project Location: Southville Rd, Southborough	DEP File #
Section II. Indicators of Hydrology	Number: TPU @ A9	Transect # Upland	Date of Delin: 3/26/2020

1. Soil Survey

Is there a published soil survey for this site?

title/date
map number
soil type mapped
hydric soil inclusions

Are field observations consistent with soil survey?

Remarks:

2. Soil Description

Horizon	Depth (inches)	Matrix Color	Mottle Color
Litter	1		
A	0-8	10YR 2/1	
Bw	8-12+	10YR 4/4	

Remarks fine sandy loam

3. Other

Conclusion: Is the soil hydric? No

Other Indicators of hydrology (check all that apply):

- Site Inundated
- Depth to free water in observation hole
- Depth to soil saturation in observation hole surface
- Water marks
- Drift lines
- Sediment Deposits
- Drainage patterns in BVWs
- Oxidized rhizospheres
- Water stained leaves
- Recorded data (stream, lake, or tidal gauge; aerial photo; other):
- Other:

Vegetation and Hydrology Conclusion

	Yes	No
Number of wetland indicator plants ≥ number of non-wetland indicator plants	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wetland hydrology present:		
Hydric soil present	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other indicators of hydrology present	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sample Location is in a BVW	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Form

Applicant _____ Prepared by: EcoTec, Inc Project Location: Southville Rd, Southborough DEP File # _____
 Section I. Vegetation Number: TPU @ A9 Transect # Upland Date of Delin 3/26/2020

A. Sample layer and plant species (Enter largest to smallest % cover by layer)		Percent Cover (or basal area)	Percent Dominance	Dominant Plant?	Wetland Indicator Category	
Tree	Red maple	Acer rubrum	40	40.0 YES	FAC	*
	Red oak	Quercus rubra	40	40.0 YES	FACU-	
	Shagbark hickory	Carya ovata	10	10.0 NO	FACU-	
	White pine	Pinus strobus	10	10.0 NO	FACU	
Sapling	Red maple	Acer rubrum	50	100.0 YES	FAC	*
Shrub	Glossy buckthorn	Rhamnus frangula	5	25.0 YES	FAC	*
	Sweet pepperbush	Clethra alnifolia	15	75.0 YES	FAC	*
					FAC	*
Ground	Hay-scented fern	Dennstaedtia punctilobula	50	100.0 YES	NL	
Vine						

Vegetation Conclusions			
Number of dominant wetland indicator plants	4	Number of dominant non-wetland indicator plants	2
Is the number of dominant wetland plants equal or greater than the number of dominant non-wetland plants?		YES	

DEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Form

Applicant _____ Prepared by: EcoTec, Inc _____ Project Location: Southville Rd, Southborough _____ DEP File # _____
 Section II. Indicators of Hydrology _____ Number: TPW @ A9 _____ Transect # Wetland _____ Date of Delin: 3/26/2020 _____

1. Soil Survey

Is there a published soil survey for this site?
 title/date _____
 map number _____
 soil type mapped _____
 hydric soil inclusions _____

Are field observations consistent with soil survey? _____

Remarks: _____

2. Soil Description

Horizon	Depth (inches)	Matrix Color	Mottle Color
O	2-0		
A	0-10	10YR 2/1	
Bg	10-12+	2.5Y 5/1	

Remarks loamy fine sand

3. Other

Conclusion: Is the soil hydric? Yes

Other Indicators of hydrology (check all that apply):

- Site Inundated
- Depth to free water in observation hole
- Depth to soil saturation in observation hole surface
- Water marks
- Drift lines
- Sediment Deposits
- Drainage patterns in BVWs
- Oxidized rhizospheres
- Water stained leaves
- Recorded data (stream, lake, or tidal gauge; aerial photo; other):
- Other:

Vegetation and Hydrology Conclusion

	Yes	No
Number of wetland indicator plants ≥ number of non-wetland indicator plants	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wetland hydrology present:		
Hydric soil present	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other indicators of hydrology present	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sample Location is in a BVW	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DEP Bordering Vegetated Wetland (310 CMR 10.55) Delineation Field Form

Applicant: _____ Prepared by: EcoTec, Inc Project Location: Southville Rd, Southborough DEP File #: _____
 Section I. Vegetation Number: TPW @ A9 Transect # Wetland Date of Delin 3/26/2020

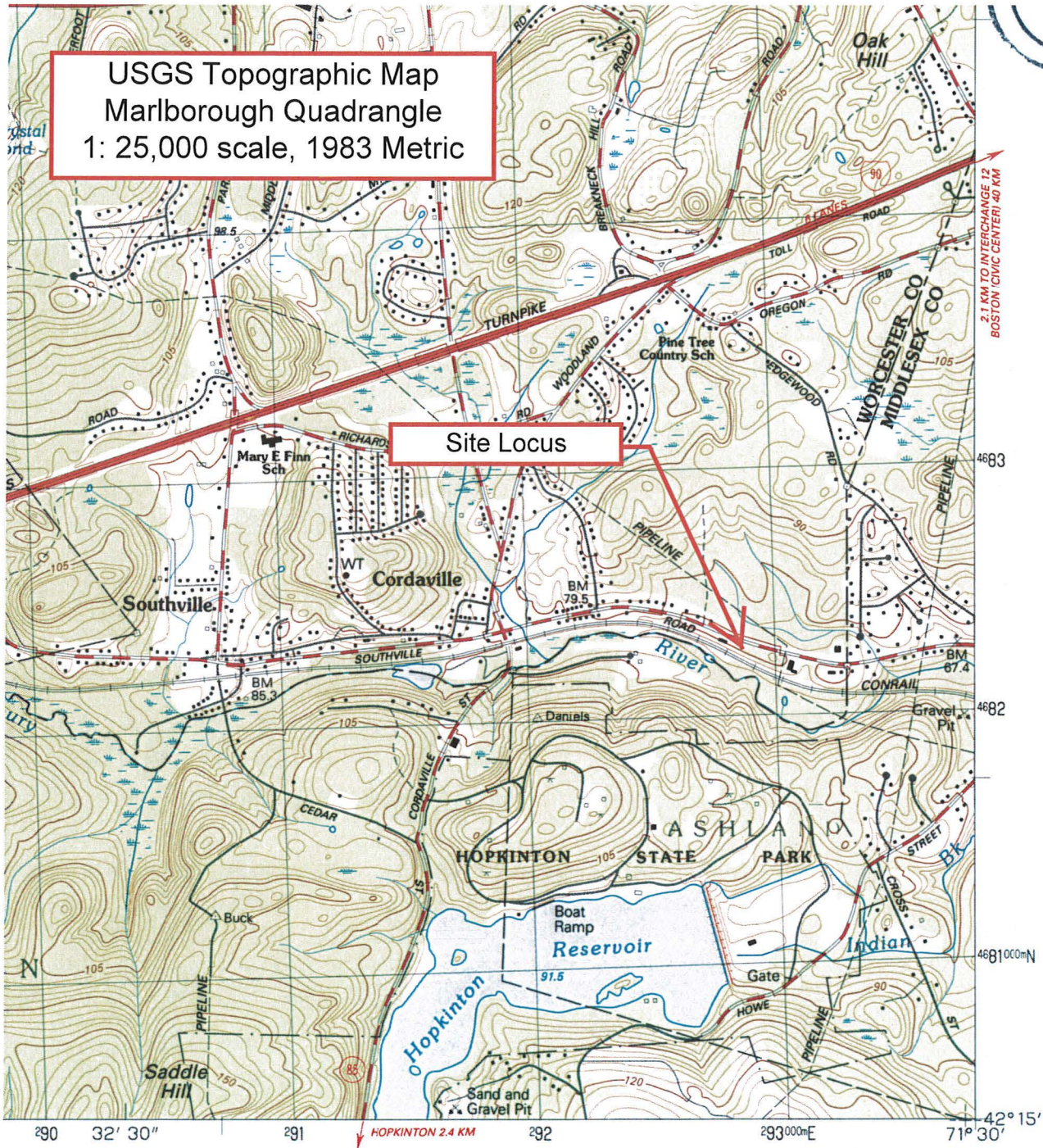
A. Sample layer and plant species (Enter largest to smallest % cover by layer)			Percent Cover (or basal area)	Percent Dominance	Dominant Plant?	Wetland Indicator Category	
Tree	Red maple	Acer rubrum	10	14.3	YES	FAC	*
	Red oak	Quercus rubra	50	71.4	YES	FACU-	
	Shagbark hickory	Carya ovata	10	14.3	NO	FACU-	
Sapling	Red maple	Acer rubrum	15	100.0	YES	FAC	*
Shrub	Glossy buckthorn	Rhamnus frangula	20	50.0	YES	FAC	*
	Sweet pepperbush	Clethra alnifolia	20	50.0	YES	FAC	*
						FAC	*
Ground	Cinnamon fern	Osmunda cinnamomea	50	100.0	YES	FACW	*
Vine							

Vegetation Conclusions			
Number of dominant wetland indicator plants	5	Number of dominant non-wetland indicator plants	1
Is the number of dominant wetland plants equal or greater than the number of dominant non-wetland plants?		YES	

REC'D FILE

USGS Topographic Map
Marlborough Quadrangle
1: 25,000 scale, 1983 Metric

Site Locus



MARLBOROUGH, MASS.

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway	

		0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone Y)
		Future Conditions 1% Annual Chance Flood Hazard (Zone X)
		Area with Reduced Flood Risk due to Levee. See Notes. (Zone X)
		Area with Flood Risk due to Levee (Zone D)

OTHER AREAS OF FLOOD HAZARD		Area of Minimal Flood Hazard (Zone X)
OTHER AREAS		Effective LOMRs
		Area of Undetermined Flood Hazard (Zone U)
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall

		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature

		Digital Data Available
		No Digital Data Available
MAP PANELS		Unmapped

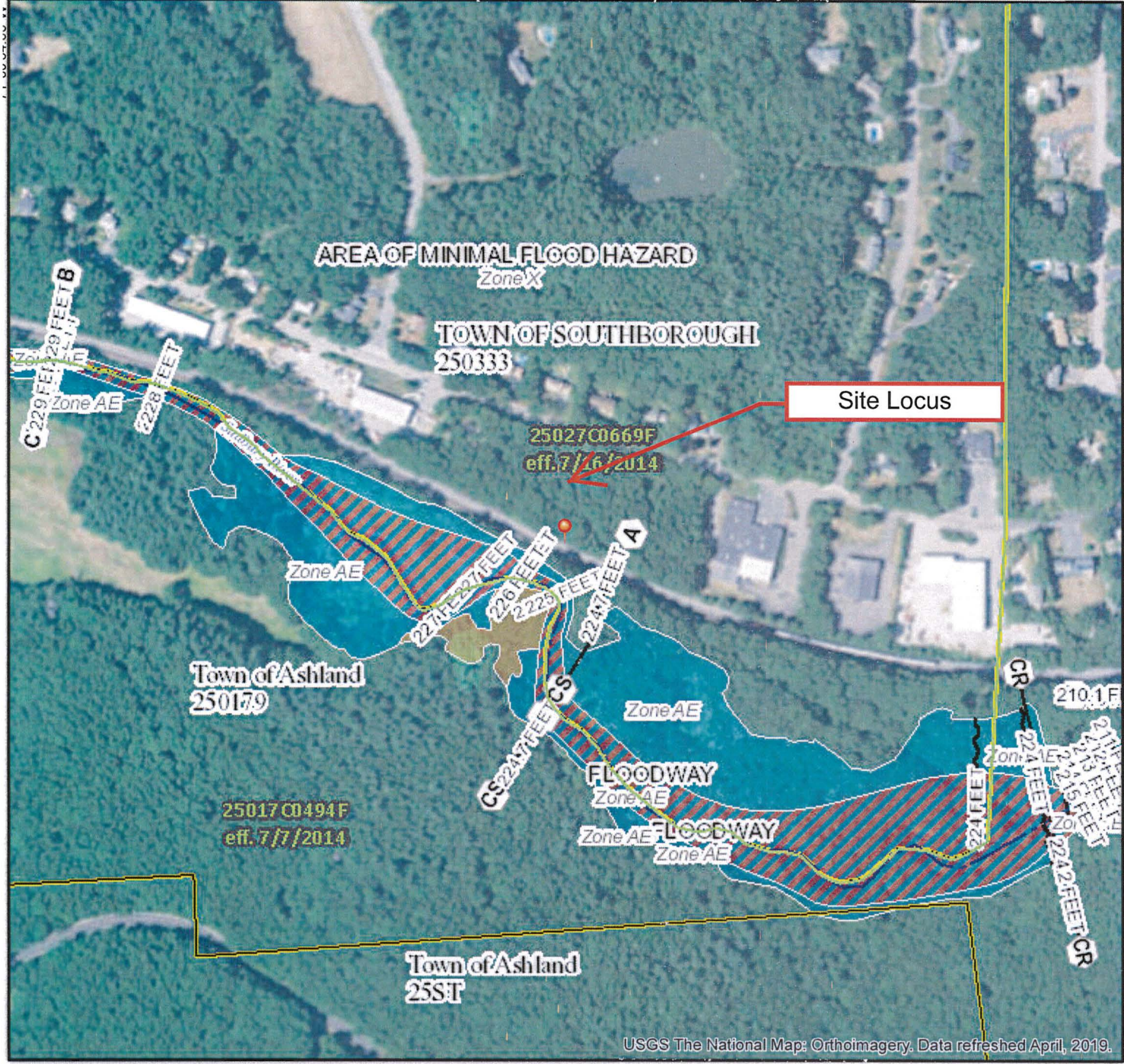
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/18/2020 at 1:32:25 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

42°16'12.92"N



USGS The National Map: Orthoimagery. Data refreshed April, 2019.

71°30'17.40"W

0 250 500 1,000 1,500 2,000 Feet 1:6,000

42°15'46.30"N

NHESP Map_Parcel 5-8 Southville Rd. Southboro, Ma



- Potential Vernal Pools
- NHESP Certified Vernal Pool
- MassDOT Roads Street Nar
- Major MassDOT Routes
 - Interstate Highways
 - US Roads
 - State
- Massachusetts Towns
- NHESP Estimated Habitats c Wildlife
- NHESP Priority Habitats of R Species
- 2013-2014 Color Orthos (US)
- Orthos 2019
- 2019 Color Orthos (USGS)

Natural Heritage Atlas Online Data
Viewer Output
Date: March 18th, 2020

EcoTec, Inc.

ENVIRONMENTAL CONSULTING SERVICES

102 Grove Street

Worcester, MA 01605-2629

508-752-9666 – Fax: 508-752-9494

Scott Jordan, CPESC

Senior Environmental Scientist

Scott Jordan is an Environmental Scientist with EcoTec, Inc. Since joining EcoTec in 2000, Mr. Jordan's duties have included wetland resource evaluation and delineation; erosion and sediment control planning and monitoring, environmental monitoring, including water quality analysis, sediment analysis and wildlife habitat impact analysis; environmental permitting at local, state, and federal level; pond and stream evaluation; wildlife habitat evaluation, vernal pool evaluation; and wetland restoration and replication design and oversight. He has served as an environmental consultant to the development community, engineering firms, municipalities, and conservation commissions. Prior to joining EcoTec, Mr. Jordan was the Senior Laboratory Technician for GeoComp Corporation where he performed numerous physical properties analysis of soils and geosynthetic materials in accordance with ASTM, and AASHTO specifications. His approximately seven years experience evaluating New England soils includes soil analysis and classification of site-remediated soils with oil and hazardous material contamination. His educational background includes courses in organic and inorganic chemistry, biology, botany and comparative vertebrate physiology, with extensive coursework in ecology and wildlife biology; and he has completed several professional training seminars including erosion and sediment control, soil evaluation, wildlife habitat evaluation, wetland mitigation, vernal pool evaluation, water quality assessment using macro-invertebrates, and river morphology and functions. He has participated in several rare species and wildlife monitoring and inventory projects, including marsh bird surveys, marbled salamander (*Ambystoma opacum*) survey, great laurel (*Rhododendron maximum*) survey, wood turtle (*Glyptemys insculpta*) habitat assessments and sweeps, eastern box turtle (*Terrapene carolina*) habitat assessments, and greater black-backed gull (*Larus marinus*) inventory. His prior research experience includes behavioral and acoustic studies of the common loon (*Gavia immer*) in northwestern Maine.

Education: Bachelor of Science: Biology - Wildlife and Environmental, *Cum Laude*
Framingham State College, 2000
Biotechnology Certificate
Middlesex Community College, 1994

Professional

Affiliations: Certified Professional in Erosion and Sediment Control (Cert. #3644)
Massachusetts Association of Conservation Commissioners
Association of Massachusetts Wetland Scientists
Society of Wetland Scientists
Society of Soil Scientists of Southern New England

**AGREEMENT BETWEEN
CONSERVATION COMMISSION OF THE
TOWN OF SOUTHBOROUGH, MASSACHUSETTS
AND
LUCAS ENVIRONMENTAL, LLC
FOR
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES**

THIS AGREEMENT, made and entered into this ~~21st XXX~~ day of ~~June~~May, ~~2018~~2020 by and between the Town of Southborough, Conservation Commission, hereinafter called the “CONCOM” with no personal liability to themselves, and, Lucas Environmental, LLC, 500A Washington Street, Quincy, MA 02169, hereinafter called “CONSULTANT”.

WITNESSETH, in consideration of the mutual promises herein contained, the parties hereto agree, with each other, as follows:

ARTICLE 1 – EMPLOYMENT OF CONSULTANT

1.1 General

The CONCOM hereby contracts with CONSULTANT and CONSULTANT hereby accepts this contract to provide on-call professional environmental, stormwater and wetlands sciences consulting and related services.

ARTICLE 2 – SCOPE OF SERVICES

2.1 General

CONSULTANT will perform professional technical, regulatory and scientific reviews on assigned projects for the CONCOM in carrying out its responsibilities under the Conservation Commission Act, Wetlands Protection Act, Rivers Protection Act, DEP Stormwater Regulations, Southborough Wetlands Bylaw and Regulations, Southborough Stormwater and Erosion Control Bylaw and Regulations, and other relevant town bylaws and regulations as directed by the CONCOM, and will serve as the Town of Southborough’s professional environmental representative. Specific services will include the review of application filings, site inspections and ongoing monitoring, compliance and enforcement investigations and execution, drafting of Special Conditions, attendance at CONCOM meetings as necessary, and representation at DEP and court appeals.

ARTICLE 3 – RESPONSIBILITIES OF THE CONCOM

The CONCOM, without cost to CONSULTANT, will:

- 3.1 Furnish to CONSULTANT all available information pertinent to each Project upon which CONSULTANT can rely, including previous reports and any other data relative to each Project.

- 3.2 Provide access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform their work under this Agreement.
- 3.3 Designate in writing a person to act as the CONCOM's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information and advise CONSULTANT as to the CONCOM's policies and decisions pertinent to the work covered by this Agreement.

ARTICLE 4 – PERIOD OF SERVICE

- 4.1 CONSULTANT shall proceed with the services under this Agreement promptly and will diligently and faithfully prosecute the work to completion in accordance with applicable engineering standards subject to any delays due to strikes, force majeure, act of any government, civil disturbances, or any other cause beyond the reasonable control of CONSULTANT, all of which could cause delay.
- 4.2 The period of service under this Agreement shall be 24 months, and shall be effective July 1, 20~~2018~~ through June 30, ~~2020~~2022. This contract is renewable on annual two-year basis at the option of the CONCOM.

ARTICLE 5 – PAYMENT TO CONSULTANT

- 5.1 For the services performed under this Agreement, the CONCOM will pay CONSULTANT monthly as charges accrue on an hourly basis in accordance with the approved rate of \$~~85~~90.00 per hour. CONSULTANT shall submit detailed invoices showing exact hours spent on each project review, as separate line items. As may be requested by the CONCOM on a project by project basis, CONSULTANT shall provide an advance estimate of anticipated review costs following receipt of Application materials and plan submittals, in those cases where CONSULTANT costs will be paid directly by a CONCOM Applicant. CONSULTANT shall revise cost estimates as necessary and provide CONCOM with updated cost estimates as required. Said payments shall be placed into an escrow account to be managed by CONCOM. Travel between the Quincy office and Southborough will be reimbursed at the agreed upon hourly rate only, and shall not exceed ½ hour travel time each way. Travel mileage within the Town of Southborough will be reimbursed at the standard mileage rates set forth by the IRS (excludes travel mileage between Quincy office and Southborough). Invoices will be due and payable 30 days following submittal of the invoice to the respective CONCOM designee or Board or Committee. Obligations of the CONCOM hereunder shall be subject to appropriation on a fiscal year basis.

ARTICLE 6 – GENERAL PROVISIONS

6.1 Reuse of Documents

All documents, including Reports, Electronic Media, etc. prepared by or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect of a particular Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CONCOM may make and retain copies

of such documents for information and reference in connection with the Project. Any copy maintained by CONCOM of any work product prepared or furnished by CONSULTANT is a public record.

6.2 Hold Harmless

CONSULTANT shall indemnify, defend, and hold harmless the CONCOM, the Town of Southborough, and its agents or employees against all claims, liabilities, demands, losses, damages, expenses and causes of action arising out of or any tortious acts or omissions of CONSULTANT, its employees, or agents in connection with the performance of the Agreement provided the CONCOM gives CONSULTANT written notice at 67 Coddington Street, Suite 204, Quincy, MA 02169, of all such claims within ten (10) days after the CONCOM receives written notice of the claim.

6.3 Mediation

Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to mediation or other agreed upon alternative dispute resolution, prior to institution of legal equitable proceedings by either party. The parties shall endeavor to utilize their best efforts to resolve such claims, disputes or other matters by such mediation. The parties shall equally share the mediator's fees and costs. The mediation shall be held within the governmental facilities of the Town of Southborough. Agreements reached in mediation shall be enforceable as settlement agreements in any court of competent jurisdiction.

6.4 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Further, the Agreement may be terminated by the CONCOM upon not less than seven (7) days written notice to CONSULTANT for the CONCOM's convenience without cause. In the event of any termination, CONSULTANT will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

6.7 Controlling Law

This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

6.8 Standard of Care

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional wetlands scientists or consultants performing the same or similar services at the time said services are performed.

6.9 Subsurface Investigations

In soil, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. While CONSULTANT will make reasonable effort to identify underground conditions, the inherent uncertainties in subsurface elevations, changed, or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.

6.10 Litigation and Additional Work

In the event CONSULTANT is to prepare for or appear in any litigation on behalf of the CONCOM or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid CONSULTANT and billed to the quarter hour.

6.11 Insurance

CONSULTANT shall secure and maintain such insurance as will protect CONSULTANT from all claims under the Workers or Workmen’s Compensation Acts and CONSULTANT will also maintain liability insurance with limits of not less than \$1,000,000.000 protecting CONSULTANT and the CONCOM from all claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement, and said liability insurance policy will name the Town of Southborough, Conservation Commission, as an additional insured. CONSULTANT will also maintain professional liability insurance with limits of at least \$1,000,000.00 of coverage. CONSULTANT shall provide copies of insurance certificates to the CONCOM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN OF SOUTHBOROUGH, CONSERVATION COMMISSION, WITH NO PERSONAL LIABILITY AND HEREUNTO DULY AUTHORIZED,

By: _____
Name

Title

CONSULTANT, _____

By: _____
Hereunto duly authorized

2020 Master Plan for Southborough
Protection of Open Space, Environment and Recreation Working Group
Objective Statement for Review at May 6 2020 MPC Meeting

Working Group:

Karen Cvitkovich (Team Leader), Judith Watson, William Sines, Kathryn McKee, David Candela

1. Protection of Open Space

Goal #1: Develop a collaborative policy/approach for the strategic acquisition /protection of properties

- Identify criteria / define goals for strategic acquisition and protection of open space
- Maintain diversity of land use within community
- Educate the community regarding why it is important to acquire high priority properties (the importance of open space and natural resources conservation)
- Deliver a map of open space, including both existing designated lands and potential spaces to be acquired
- Develop a more comprehensive and holistic governance structure
 - For example, SOLF, OSPC, Conservation Commission, Trails, SVT

Goal #2: Expand access to existing open space without compromising public safety or causing adverse environmental impact

- Build and maintain trails and parking; examples would include:
 - Paved walking track around Mooney Field (Visioning)
 - Walking trail around golf course (Visioning)
- Continue to establish connections to regional trails (also Visioning topic). Example would include:
 - Boston-Worcester Airline trail
- Increase awareness about passive recreation opportunities on trails and open space properties
- Educate the community about the appropriate land uses and guidelines
 - Educate community on the impact of dog poop left on the trails (visioning)
 - Educate community on the dangers of balloons to animals on open space
- Establish ADA compliant trails and parking
- Repair and upgrade existing sidewalks [[Note this may be more appropriate to include in the Accessibility-Connectivity objective statement](#)]
- Engage and educate the community through guided hikes, nature walks, and programs
- Expanded access for non-motorized boats for reservoirs
- Establish off road biking on appropriate trails, while protecting the surrounding environment (visioning)
- Assess and update which trails are appropriate for dogs (Visioning)

Goal #3: Improve the connectivity of Open Space Access for wildlife and people

- Develop a plan / strategy, in collaboration with all stakeholders e.g. land holders, conservation commission, to link individual open space areas
- Identify potential restrictions due to wildlife needs e.g. access corridor

Goal #4: Manage open space resources in collaboration with stakeholders and the community

- Involve residents in management of open spaces
- Engage the community to help maintain trails
- Explore options for the disposal of dog poop on open space e.g. providing bags or composting bins (Visioning)
- Clean up dump at Breakneck (visioning)
- Enforce the of conservation restrictions by the appropriate governing body

2. Environment

Goal #1: Ensure the town's storm water by-laws reflect federal/state regulations and the projected impact of climate change

- Review the federal, state and local laws for storm water permitting
- Document criteria and metrics around storm water management for now and the future
- Amend and upgrade local regulations to better meet community needs
- Educate community on regulations, impact and rationale

Goal #2: Increase the volume and type of recycling by commercial and residential consumers

- Identify profitable recycling materials and create single stream recycling for it
- Identify a way to recycle compostable material
- Create and review metrics with targets and annual report outs based (question about volume vs weight as the metric)
- Establish a town goal to eliminate single use plastics – i.e. plastic bags and straws within 10 years
- Educate community; examples would include:
 - On trash pick-up / recycling
 - Update signage at the transfer station regularly
 - Clothing / book recycling options
- Reestablish recycling committee (Visioning)

Goal #3: Reduce the consumption of non-renewable natural resources by public and private users

- Offer rain barrels, compost and recycling bins through the Town (cost plus administration fee)

- Reduce Southborough's town owned facilities use of coal/oil based by 50% within 10 years
- Install electric car charging stations around town

Goal #4: Prioritize and reduce the existence and impact of invasive species in public and private properties

- Develop education programs that cover:
 - Definition of terms e.g. native vs non-native, invasive vs non-invasive?
 - Local/regional plant and insect life
 - What to do if you find invasive species
- Metrics for open space vs. people's yards
- Identify top 5 invasive species to be focused on
- Develop a plan for the significant reduction / control across both town and private land
- Control poison ivy along roadways and trails (Visioning)

Goal #5: Expand the use of native plants and pollinators across the community

- Work with town facilities and departments to create and manage plan for all town owned properties to be landscaped with native plants vs non-native or cultivars
- Develop a policy and associated guidelines/conditions outlining the recommended native planting schemes that can be adopted by the Planning Board and Conservation Commission
- Pursue certification as a Wildlife Habitat Community through the National Wildlife Federation
- Increase the use of beautiful native plants in public town areas (visioning)

3. Recreation Goals

Goal #1: Build an indoor community center with facilities and programs available for all interest groups/ages

Goal #2: Improve and maintain quality and safety of all recreational facilities

Goal #3: Provide high quality recreation programs and activities that meet the needs of residents of diverse ages to build a stronger community

Goal #4: Seek opportunities to expand recreational facilities

Goal #5: Maintain strong partnerships with committees and organizations throughout the town

Goal #6: Fulfill responsibility to maintain a budget that supports programming and facilities

Goal #7: Provide ongoing communication and education to end users

GRANTOR: Amerco Real Estate Company
GRANTEE: Town of Southborough acting by and through its Conservation Commission
ADDRESS OF PREMISES: Land off Firmin Avenue, Southborough
FOR GRANTOR’S TITLE SEE: Middlesex South Registry of Deeds at Book 70819, Page 341 and Worcester District Registry of Deeds at Book 58622, Page 218.

CONSERVATION RESTRICTION

AMERCO REAL ESTATE COMPANY, a Nevada corporation having a place of business at 2727 N. Central Avenue, Phoenix, Arizona 85004, being the sole owner, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the Town of Southborough acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, with an address of 17 Common Street, Southborough, MA 01772, its permitted successors and assigns (“Grantee”), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on the entirety of a 1.739-acre parcel of land located in the Town of Southborough (“Premises”), which Premises is shown in the attached reduced copy of a recorded survey plan in Exhibit A, which is incorporated herein and attached hereto.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (“conservation values”).

This Conservation Restriction is required by the following permits: Major Site Plan Approval granted by the Southborough Planning Board to the Grantor dated February 27, 2019 and recorded in the Middlesex South Registry of Deeds at Book 72584, Page 33; by the Southborough Planning Board to the Grantor dated February 27, 2019 and recorded in the Worcester District Registry of Deeds at Book 60410, Page 272; and by the Framingham Planning Board to the Grantor dated March 7, 2019 and recorded in the Middlesex South Registry of Deeds at Book 72584, Page 18.

The conservation values include the following:

Open Space Protection. The Premises contributes to the protection of the natural scenic and open space character of Southborough and the protection of the Premises will enhance the open-space value of these and nearby lands.

Public Access. Public access to the Premises will be allowed for passive outdoor recreational purposes.

Water Quality Protection. The Premises contains a significant component of a wooded swamp wetland complex, as identified by the MA Department of Environmental Protection, that extends onto adjacent undeveloped parcels, which wetlands provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;

- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation; and
- (9) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including woods, roads, fence lines and trails and meadows;
- (2) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Wildlife Habitat Improvement. With the prior written approval of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (4) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (5) Trails. The marking, clearing and maintenance of existing trails. With prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than six (6) feet;
- (6) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, the Reserved Rights, and the protected conservation values;
- (7) Outdoor Passive Recreational Activities. Hiking, horseback riding, cross-country skiing, jogging, walking, and other non-motorized outdoor recreational activities that do not

materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;

- (8) Stone Walls. The maintenance, repair, and temporary relocation, but not the removal, of existing stone walls on the Premises.
- (9) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover, as applicable, that existed prior to said work.
- (10) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- (11) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

C. Notice and Approval.

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief.

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time, not less than 90 days, prior to resorting to legal means in resolving issues concerning violations, except during periods of emergency when delayed action could lead to irreparable injury of the Premises.

B. Non-Waiver.

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, action and/or inaction by third parties, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

IV. ACCESS

1. To the Grantee. The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice, not less than 30 days, and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation within 90 days of said notice, except during periods of emergency when delayed action could lead

to irreparable injury of the Premises, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

2. To the General Public. The Grantor grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(7) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(7). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, as provided by the then-applicable law by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs.

B. Grantee's Receipt of Property Right. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, but does not entitle the Grantee to any proceeds that may result from an extinguishment of the Conservation Restriction pursuant to Paragraph V(A).

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed to the Grantor in accordance with Paragraph V(B). If a less than fee interest is taken, the proceeds shall be distributed to the Grantor in accordance with Paragraph V(B).

VI. DURATION & ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. Upon prior review and approval as to form by Grantor, the Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon Grantor's prior review and approval as to form.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Worcester District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Worcester District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Amerco Real Estate Company
2727 N. Central Avenue, Suite 500
Phoenix, Arizona 85004

and

Scott Chase, President
U-Haul Eastern Massachusetts
6 Merrill Street
Salisbury, MA 01952

To Grantee: Town of Southborough by and through its Conservation Commission
17 Common Street
Southborough, MA 01772

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Town of Southborough Board of Selectmen

Approval of the Secretary of Energy and Environmental Affairs.

Exhibit:

Exhibit A: Reduced Copy of Recorded Plan of Premises

GRANT BY AMERCO REAL ESTATE COMPANY

AMERCO REAL ESTATE COMPANY

By: _____

Its duly authorized: _____

WITNESS my hand and seal this ____ day of _____, 20____,

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss:

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**ACCEPTANCE OF GRANT BY TOWN OF SOUHBOROUGH CONSERVATION
COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Southborough, Massachusetts, hereby certify that at a public meeting duly held on _____, 2020, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Amerco Real Estate Company pursuant to Massachusetts General Laws, Chapter 184, Section 32, and Chapter 40, Section 8C, and do hereby accept the foregoing Conservation Restriction.

TOWN OF SOUTHBOROUGH
CONSERVATION COMMISSION:

Mark Possemato

Benjamin Smith

Russell S. Gregory, Jr.

Carl Guyer

Judith Watson

Sheri Widdiss

Jeffrey Peet

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF GRANT BY TOWN OF SOUTHBOROUGH BOARD OF SELECTMEN

We, the undersigned, being a majority of the Board of Selectmen of the Town of Southborough, hereby certify that at a public meeting duly held on _____, 2020, the Board of Selectmen voted to approve the foregoing Conservation Restriction from Amerco Real Estate Company to the Town of Southborough acting by and through its Conservation Commission in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

TOWN OF SOUTHBOROUGH BOARD OF
SELECTMEN:

Brian Shea

Martin Healey

Lisa Braccio

Daniel Kolenda

Sam Stivers

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF GRANT BY SECRETARY OF ENERGY AND ENVIRONMENTAL
AFFAIRS COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Amerco Real Estate Company to the Town of Southborough acting by and through its Conservation Commission has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2020

KATHLEEN THEOHARIDES
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

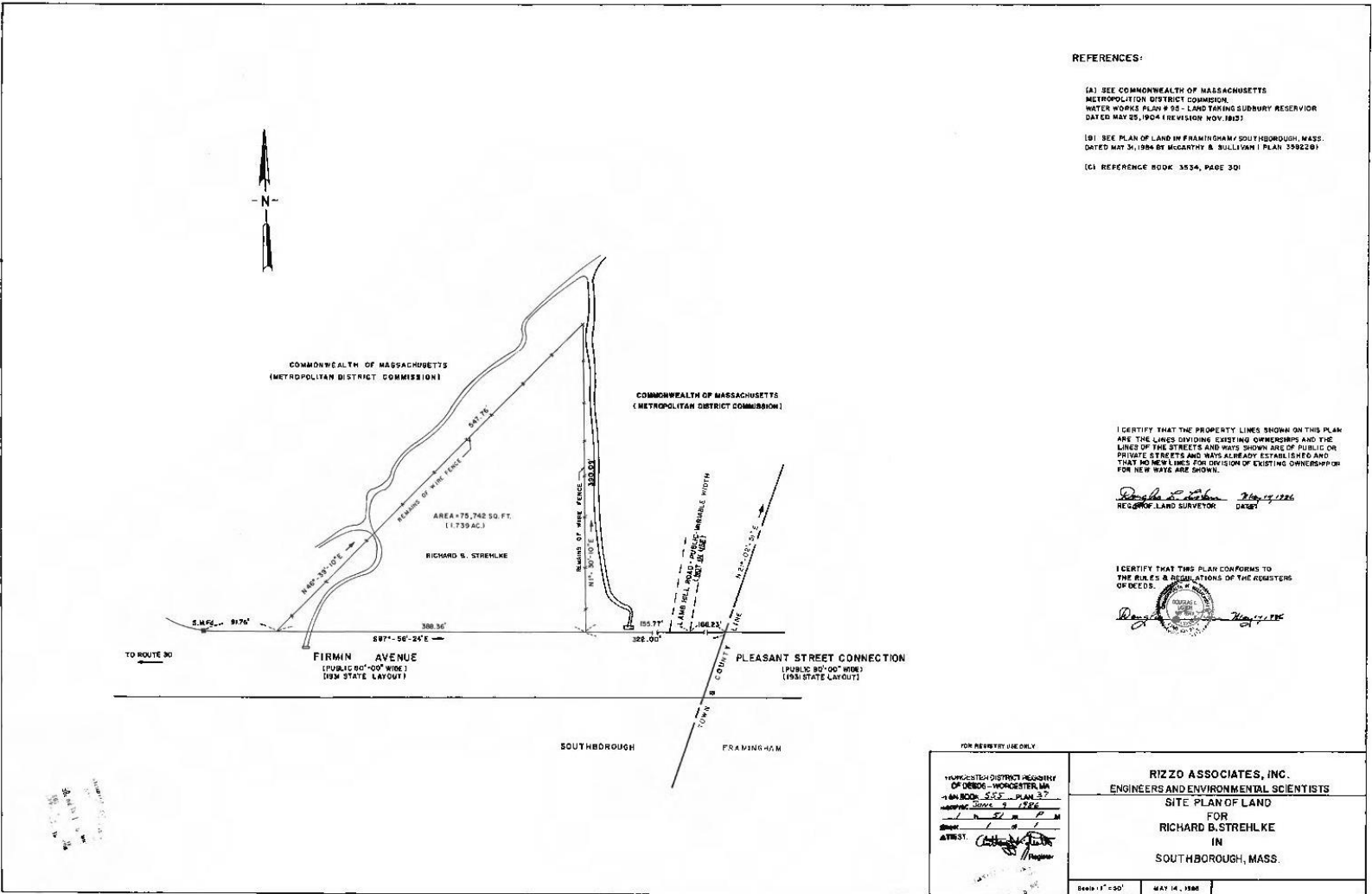
SUFFOLK, ss:

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A - Reduced Copy of Recorded Plan of Premises

For official plan, see Worcester District Registry of Deeds Plan Book 555 Plan 37.



REFERENCES:

- (A) SEE COMMONWEALTH OF MASSACHUSETTS METROPOLITAN DISTRICT COMMISSION WATER WORKS PLAN # 95 - LAND TAKING SUDBURY RESERVOIR DATED MAY 25, 1904 (REVISION NOV. 1907)
- (B) SEE PLAN OF LAND IN FRAMINGHAM/SOUTHBOROUGH, MASS. DATED MAY 31, 1986 BY MCGARTHY & BULLIVANT | PLAN 59022(B)
- (C) REFERENCE BOOK 3834, PAGE 301

I CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

Richard B. Strehlke
 REGISTERED LAND SURVEYOR DATE: 5/14/1986

I CERTIFY THAT THIS PLAN CONFORMS TO THE RULES & REGULATIONS OF THE REGISTERS OF DEEDS.

Richard B. Strehlke
 REGISTERED LAND SURVEYOR

FOR REGISTRY USE ONLY	
WORCESTER DISTRICT REGISTRY OF DEEDS - WORCESTER, MA PLAN BOOK: SEE PLAN 37 MAP: SEE PLAN 37 DATE: 5/14/1986 BY: <i>[Signature]</i>	RIZZO ASSOCIATES, INC. ENGINEERS AND ENVIRONMENTAL SCIENTISTS SITE PLAN OF LAND FOR RICHARD B. STREHLKE IN SOUTHBOROUGH, MASS.
Scale: 1" = 50'	MAY 14, 1986

Southborough Golf Club Management Plan

Prepared by: Kristin O'Brien, SVT Land Steward

Date: 5/8/2020

I. BASIC SITE INFORMATION

Property Location: 36 Cordaville Rd, Southborough

Size: 55.7 acres

Assessors Map Block & Parcel: 45-0000-002-0

Date of Acquisition by the Town of Southborough: 12/21/2017

Nature of Transfer: Purchase of fee through land exchange agreement and borrowing or transfer of available funds by Town Meeting and with a portion of endowment costs from CPA funds.

Deed/Title Special Conditions:

A Conservation Restriction was recorded on 9/12/2019. The CR is co-held by Sudbury Valley Trustees (primary) and the Southborough Conservation Commission (secondary). There is a driveway and utility easement for 25 Latisquama Rd where the driveway encroaches onto the CR (both properties were previously owned by St. Marks School). The maintenance shed may be connected to the utility line through the adjacent parcel.

Public Access:

The property is primarily an active golf course from March to December each year. The only public parking is behind the public safety building near the club house. The Sudbury Reservoir trail that runs along the southwest boundary and the property may also be accessed near the maintenance shed on Latisquama Road during the off season from December through March.

Basic Site Description:

The CR is maintained for golfing, this includes open grass fairways mowed frequently. Portions of the property are wooded with a few wetland areas connected by two intermittent streams which eventually flow into the adjacent Sudbury Reservoir. This is part of an extensive corridor of thousands of acres of protected land, primarily DCR lands, that extends from Framingham to Westborough following the Sudbury and Foss Reservoirs. There is also an area near the 4th fairway that is transitioning from field to early successional forest; however, the northern edges are still mostly grass with a small patch of American cranberry, however, majority of the area has transitioned to white pine and birch trees.

Management Goal

The primary goal for this property is to promote low-impact golf course maintenance practices that preserve ecological health. The measure of success will be based on attaining certification as an Audubon International (AI) golf course by meeting specified ecological management requirements. This management plan will address standard course management and aspects of the AI requirements that can be achieved within the next 5 years (2025), it is not meant to replace the AI plan and will be updated as the AI plan progresses. A long-term plan to upgrade the maintenance shed, address water conservation/quality, and institute the other larger, costly upgrades will be generated at later time by the Town.

II. SIGNIFICANCE

Ecological Significance:

The property hosts multiple habitat types including fields, vegetated wetlands and woodlands that are used by a variety of wildlife. According to the Massachusetts State Wildlife Action Plan (SWAP), over 70 Species of Greatest Conservation Concern are known to occur in transition hardwoods-white pine forests like the ones on this property. Richard Forman, Landscape Ecologist states, “many ecological studies indicate that an abundance of evergreen trees, and having one or more waterbodies, noticeably increases wildlife diversity”. The premise also has an intermittent stream that feeds into the adjacent Sudbury Reservoir, a Class A Public Water Supply and an Outstanding Water Resource as assigned by the Mass DEP under 314 CMR 4.06(1)(d)1. The property is not known to contain any rare species; however, it is part of a Massachusetts Audubon Society Important Bird Area due to the Sudbury and Foss Reservoirs’ ability to support waterfowl. Since 2018, there have been reports of the state listed species, pied-billed grebe in the area. According to ebird, additional important bird species seen within the Sudbury Reservoir include; bald eagle, peregrine falcon, American kestrel, bufflehead, common goldeneye, common merganser, osprey, chimney swift, spotted sand piper, and ring-necked duck. This property is part of a corridor of protected habitat that extends from Framingham to Westborough, enhancing the collective conservation values that exist within the greater vicinity.

Recreational and Scenic Significance:

The primary use of the property is to be maintained and used as a 9-hole golf course. The course covers the majority of the property. There are a couple trails outside of the golf course playing area that are not maintained and the Sudbury Reservoir Trail to the southwest. The majority of non-golfing public use is on the Sudbury Reservoir Trail or walking (usually with dogs) when the course is not open (winter).

The property is also considered scenically important as it is on a main road through town and abuts the Sudbury Reservoir. Historically, this course is one of the oldest continually operated public golf courses in the country, having opened in 1897. The course was previously owned by St. Marks School and was once owned by a familial relation to Isabella Stewart Gardner and the Burnett Family.

III. NATURAL RESOURCES AND SOCIO-CULTURAL CONTEXT

Land Use History:

The land was opened as a golf course in 1897 and has since been run as such with only minor alterations to the course. There has been no significant forest or stream management.

Surrounding Land Use:

Abutting lands are owned by the Commonwealth of Massachusetts Division of Conservation and Recreation to the Southeast, and private residential land owners, the Town’s new Public Safety building and the former owner of this property, St. Mark’s School of Southborough, Inc., to the north.

Watershed and Hydrology:

There is a small wetland in the northwest corner adjacent to the road and the new access for the public safety building. This feeds one of two intermittent streams. The other stream begins near

the 9th tee. The streams meet and eventually drain into the Sudbury Reservoir, which is one of two emergency water supply sources for the Quabbin, Wachusett, and Ware Reservoirs.

Natural Communities:

This property contains maintained greens/fields and patches of woodlands dominated by a mixture of oak and pine, including white oak (*Quercus alba*), red oak (*Quercus rubra*), black oak (*Quercus nigra*), and white pine (*Pinus strobus*). There are a few patches of hickory (*Carya spp.*) in the largest wooded section to the southeast of the third tee. Generally, the understory is sparse, with some princess pine, ferns, lowbush blueberry, and winterberry. A small marsh and an intermittent stream feed into the wooded marsh that runs along holes 1, 2, and 3. This wetland drains to a small intermittent stream, which then feeds into the Sudbury Reservoir.

There are several invasive species scattered throughout the property. In particular, near the 3rd tee and 8th hole is thick growth of Japanese Knotweed along with significant stands of glossy buckthorn. Isolated patches of Tree of Heaven were found by the 6th tee and 1st hole. There are areas of unmanaged field areas on the course, the largest being between the third hole and the fairway for seven. Additionally, there is a triangle patch of early successional habitat including small white pines and black birch (*Betula lenta*), along with some milkweed and goldenrod and small cranberry “bog” near the edge of the 4th fairway.

IV. Ecological Concerns

1. Majority of the property is an active golf course so there is extensive and constant management of the property, including mowing, leaf blowing, carts, general course/equipment maintenance, and chemical control. The current course manager states that chemicals (herbicides, pesticides, fertilizer, and fungicides) are only applied as needed. There are four stream crossings, three of which are for carts, which do not have much, if any, vegetation buffers. Chemical use on the golf course could potentially, but not likely, contaminate the two intermittent streams and the abutting Sudbury Reservoir, which is an emergency water supply.
2. Currently, the course manager is on a year to year contract. The contract is for general, regular maintenance of the course, not improvement unless necessary to the health and safety of the course. While any future managers will have to follow the Towns requirements funding availability may limit contractual actions the manager must take, including potential environmental protection enhancements.

VI. MANAGEMENT

Management Action Plan

* *Indicates actions that meet, or work towards meeting, AI requirements.*

1. Maintenance
 - a. Continue general maintenance of the course, including mowing, clearing debris, cleaning sand traps, clearing hazardous trees etc.
 - b. No new cart paths will be established through existing habitats*

- c. Periodically prune and clear the wooded understory within 20 feet of the fairway “rough”. Only vegetation ≤ 6 in dbh will be cut in this area. There will be no removal of shrubs or trees during bird nesting season (mid-April to mid-August) unless it poses an immediate safety concern.*
 - d. Leave Dead trees (standing or otherwise) within the wooded areas unless they pose a safety hazard*
 - e. Purchase regionally native landscape plants from locally-grown sources, whenever possible, to support the genetic integrity of local native plant communities*
 - f. Upgrade/repair cart paths, in particular the unpaved path between the green on hole 2 and the forward tee on hole 3 where there is extensive erosion due in part to the steepness of the path*
2. Chemical Use/Storage
- a. The course manager will submit an annual chemical usage report at the end of the golf season to Sudbury Valley Trustees and the Southborough Conservation Commission stating who applied the chemicals and their applicator license number/status, what chemicals were used, when/where they were applied, and at what rate
 - b. Chemicals will only be applied as needed and by a certified applicator per requirement of the State*
 - c. The golf course manager will maintain a current MSDS (Material Safety Data Sheet) for each chemical, including cleaning supplies, at the maintenance shed in a location easily found by employees handling the chemicals
 - d. Chemicals that are not used in their entirety at the end of the season may be stored in the heated clubhouse, so long as they are following the storage protocol stated on the MSDS*
 - e. Fertilizer application rates will be based upon the presence of fine sandy loam*
 - f. Establish a ten foot no-spray zone around both intermittent streams
3. Habitat Management
- a. Establish a ten foot buffer around intermittent streams with low maintenance grass as it exists and has been maintained
 - b. Treat patch of Japanese knotweed and tree of heaven near tee 3 and Cordaville Rd*
 - i. CPA funds were approved to treat the knotweed, tree of heaven, and other invasive species at the golf course and another Southborough property (Halloran). The Conservation Commission issued a negative determination for an RDA submitted in 2019 but the Open Space Committee plans to hire Polatin Ecological Services. Any plan will be submitted to the Southborough Conservation Commission for final review.

See CR baseline for maps and other information.