

Planning Board Meeting Minutes

Date: October 9, 2019

Time: 7:32 pm

	J. Hargraves	x	A. Pease
x	J. Lindquist	x	T. Foster
x	T. Cantor		W. Stacy (associate)

We hope all is well in the world of the Grand Poobah

Also Attending:

- Janet Morrison, Land Conservation Consulting

Meeting Opened at 7:32 pm.

ANR

- None

Meeting Minutes

- Alan moved to approve the meeting minutes from September 25, 2019; Jeanie seconded; all were in favor; none opposed; Tricia and Terri abstained

7:45 pm, Hearing for Special Permit, Reduced Frontage Lot on Rindge Rd.

- Hearing opened at 7:45 for an application of special permit for a reduced frontage lot by Denise Porter and Fitchburg Water Department
- Presentation by the applicant/City of Fitchburg
 - Janet Morrison for the Fitchburg Water Department
 - Fitchburg has an agreement to purchase the property for water supply protection; the lot will be protected by [Article 97](#) for the protection of the land
 - A grant application is being filed to support the lot purchase (DWSP - Drinking Water Supply Protection grant) - see [surface water protection area map](#)
 - Grant application requires an appraisal
 - To reach the appraisal price, the lot needs to be a buildable lot
 - Denise Porter was asked to file the special permit for the lot to enable the grant and purchase
 - [Purchase and Sale \(P&S\)](#) is dependent on the variance (lot does not meet the 50' frontage requirements for the reduced large lot) in addition to the special permit for the reduced frontage lot
 - The city of Fitchburg is looking to have this done by June 20, 2030, which is the closing date of the P&S

- This is a Zone A tributary (Zone A is a water protection supply property) which flows into Fitchburg Reservoir; there are wetlands around the stream
- A survey will be completed to survey the 20 acres to capture the stream as it moves through the property; survey may run ~\$6500, depending on whether there were already existing surveys
- It is the intention that Denise Porter will have the appropriate frontage to support a buildable lot for the remaining lot
- Wetland requirement: MassDEP wetlands mapping is available and shows very little wetlands on the property, but a field delineation is needed to show that 10 acres (in this case 50%) of the lot needs to be upland;
 - In this case, as the land is being purchased to protect the water tributary, this may not be as much of an issue
 - The requirement was put in place to protect the wetlands from construction
 - Requiring a field delineation would increase survey costs
 - A site visit is potentially viable, but will still require some of the same work done with a survey, and considering it is 20 acres, can be intensive
- Requirement: Covenant on the land providing for no further subdivision of the lot is being asked for; this will be added to the deed
- There is access to the property through City of Fitchburg owned land (driveway/road) should the city need access to the property
- DEP requirements will be added to the deed, meant to protect the water supply; active timber management is performed on Fitchburg properties
- Question about not allowing additional trails on the property - will that be accepted as a condition to passing the special permit? There is a "road" that is used to access the property, but it does not run through the property; there are additional trails already existing on the property; the problem appears to be making this a public accessible land where, once it is known that it is public, visitors to the area may increase
- Questions/comments
 - Steve McPhee, an abutter, had questions:
 - About the property and the tributary; questions regarding what is retained by the applicant (Porter); additionally, there was a question about it remaining unbuilt; it will likely become public access within the watershed
 - Additional questions about the point of the special permit, which is meant to give a large landowner use of their 20+ acre property, even with a reduced frontage, in this case, 50'
 - Clarification of the condition of the 10 acres for field delineation of wetlands
 - There is concern over public access to the property, which may be a privacy issue for those abutters
- Hearing closed at 8:35pm
- Deliberations:

- **Condition** that the ZBA issues a variance on approximately 7' from the frontage requirement (ZBA: October 15, 2019@7pm)
- **Condition** to be added to the deed that the City of Fitchburg purchases the land for water supply protection purposes; These conditions are over and above the conditions required by the grant and Article 97 for the protection of said lot
- **Condition** to not subdivide any further; this means that it remains the size of the initial surveyed lot for the purposes of the P&S, but no less than 20 acres (as is required by the reduced frontage lot in bylaws); any further changes where the lot does not meet this requirement, would mean an application for modification to the special permit
- Wetlands requirement that at least 50% not be wetland (in this case, 10 acres); the state and fed mapping show the same amount of wetlands; there would be some wetlands along the stream; in this case, there does not seem to be a lot of wetlands based on the existing maps and the stream along with contour lines that shows the slope down towards the conservation. In this case, it would be difficult for there to be 10+ acres of wetland based on the topography from the MassGIS and NIS
- Condition about additional trails or trail improvements may not be the larger issue; instead, protecting the privacy of the abutters is of utmost importance.
- Alan moved to approve the application; Jeanie seconded; Roll call:
 - Terri: Aye
 - Tricia: Aye
 - Jeanie: Aye
 - Alan: Aye
- With unanimous approval, the decision will be filed on October 15th (in the morning)
- Tear sheets were added to the folder for 150 Crocker Rd

Resignation of Land Use Agent and discuss hiring process for a replacement

- Laura has officially resigned due to other life plans
- The Planning Board will need to start advertising for the Land Use Agent; take the old ad and rework it
- **Jeanie will start working on the requirements for the ad and work with Alan**

Ashby brochure, revise or print again as is.

- Rework the QR codes so that they're not so close to each other
- The brochures will be placed around town and at the Visitor's Center

Upcoming ZBA hearings:

- Variance, Reduced Frontage Lot, Rindge Rd October 15, 2019 at 7:00 pm
- Appeal of Bldg. Insp. Decision, 80 South Rd, November 5, 2019 at 7:00 pm

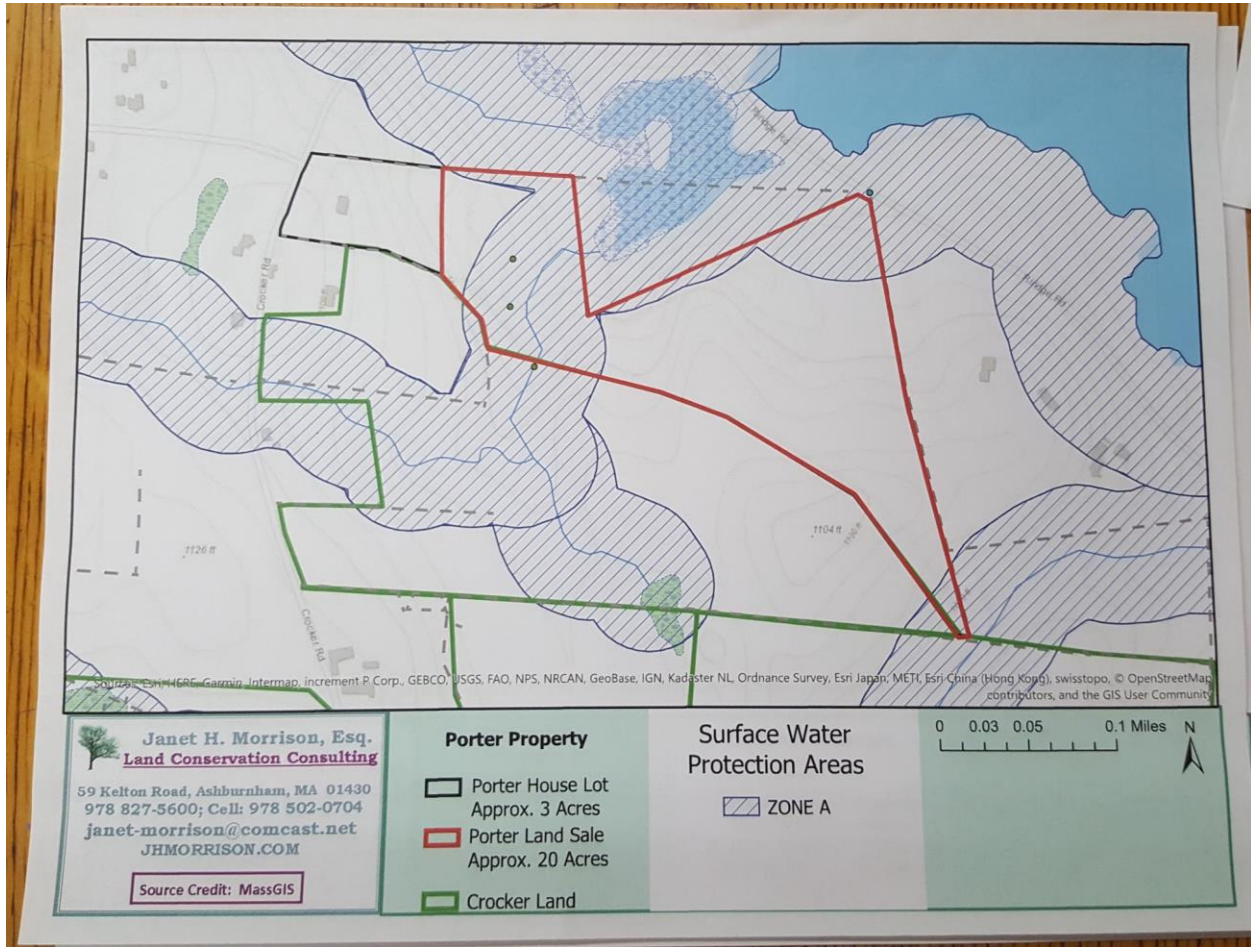
Items not anticipated by the chairman.

- Tricia mentioned having Alan speak to the Ashby school kids about the 7 hills - a discussion had when we were talking about the open space plan; this would occur at some point during the year, schedule TBD
 - **AI: Tricia to send a note to Alan to follow up**
- Meeting schedule for the remainder of the year:
 - November 27th - no meeting
 - December 25th - no meeting
 - January 8th is the first meeting in January 2020
- Running list of items for the Planning Board:
 - 7/24/19 meeting: Update the marijuana definition (to be done later this year)
 - ~~7/10/19 meeting: Jeanie to contact Harald to see if he'd be willing to share the concept or talk to the Board on the concept (from 7/10/19 meeting; for our next meeting)~~
 - 8/14/19 meeting: Re-examine the bylaws to remove Planning Board approving the driveway for lots
 - 10/9/19: Review the bylaw that requires the 10 acres requirement for wetlands; if the lot is going to be put into protection

Meeting adjourned at 9:44 pm.

Submitted by:
Terri Cantor

Surface Water Protection Areas Map (Not a Survey)



Purchase and Sales Agreement

Agreement for the Purchase and Sale Of Land in Ashby, Massachusetts between Denise Porter and the City of Fitchburg

In consideration of the mutual promises herein contained, **Denise Porter** (Hereinafter, "SELLER") agrees to sell, and the **City of Fitchburg** (Hereinafter, "BUYER") agrees to buy land located in Ashby, Massachusetts, as more particularly described herein and in Exhibit A (Hereinafter, "Premises"), in accordance with the terms and conditions of this Agreement.

1. Parties/Date of Agreement. This Purchase and Sale Agreement (Hereinafter, "Agreement") is made by and between Denise Porter of 150 Crocker Road, Ashby, MA 01431 and the City of Fitchburg, a Massachusetts Municipal Corporation with a usual place of business at 166 Boulder Drive, Suite 108, Fitchburg, MA 01420. The Effective Date of this Agreement shall be the date of signature by the later party to sign this Agreement.

2. Description of Premises. The Premises are located on Crocker Road in Ashby, Middlesex County, Massachusetts, comprised of approximately 20 acres of open and undeveloped land, being a portion of the property described in a deed to SELLER dated March 23, 2016, and recorded with Middlesex Southern District Registry of Deeds in Book 67123, Page 245. (See also sketch of Premises, attached as Exhibit "A".)

3. Purchase Price. The purchase price for the Premises shall be Sixty Five Thousand and 00/100 dollars (\$65,000.00). The purchase price shall be paid at the time for performance by bank, cashiers, treasurer or certified check or by wire transfer.

The purchase price is to be funded in part by the Commonwealth of Massachusetts Drinking Water Supply Protection (DWSP) grant program.

4. Closing. The SELLER shall deliver the Deed and the BUYER shall pay the purchase price at 10:00 AM on June 30, 2020 at the Fitchburg Municipal Offices, 166 Boulder Drive, Fitchburg, MA 01420, or at such time and place as is mutually agreed in writing. Unless the Deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). BUYER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

The date for Closing may be extended by Agreement of the parties and the agreement to extend may be reflected by an agreement between counsel for the parties reflected in an exchange of letters by fax, mail or emails. Otherwise time is of the essence of this Agreement.