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Derek DePetrillo, *Vice Chair*  
Paul Descoteaux  
John Schillizzi  
Drew Dana  
C.J. Fitzwater, *Alternate*

**Zoning Board of Appeals**  
**Town of Salisbury**  
5 Beach Rd  
Salisbury, MA 01952



**TOWN OF SALISBURY**  
**ZONING BOARD OF APPEALS**  
**COMPREHENSIVE PERMIT DECISION**  
**MEADOWVIEW CONDOMINIUMS, SALISBURY, MA**  
**6 FOREST ROAD, SALISBURY, MA**

**I. PROCEDURAL HISTORY FINDINGS**

1. An application for a Comprehensive Permit was submitted by 6 Forest Road, LLC ("Applicant") to the Salisbury Zoning Board of Appeals ("Board") on November 20, 2020. As originally proposed by the Applicant, the project consisted of the construction of seventy-six (76) condominium home ownership units (the "Project") on property located at 6 Forest Road, Salisbury, Massachusetts (the "Property"). The Property consists of approximately 26.94 +/- acres of land, which will consist of seventy-six (76) homeownership units consisting of thirty-four (34) duplex garden style structures and two (2) four-plex garden style structures. The Development consists of nineteen (19) affordable units as well as fifty-seven (57) market rate units. The affordable units consist of seventeen (17) two-bedroom and two (2) three-bedroom units; the market rate units consist of fifty-one (51) two-bedroom units and six (6) three-bedroom unit.
2. During the hearing process, the Applicant revised the Project. A plan dated April 12, 2021 depicts sixty-four (64) duplex-style condominium units. Further, a plan dated June 10, 2021 depicts fifty-six (56) the consisting of fourteen (14) affordable units and forty-two (42) market rate units. The affordable units consist of 12 two-bedroom and 2 three-bedroom units; the market rate units consist of 42 two-bedroom and three-bedroom units.

The Board's hearing on the application was duly opened on December 17, 2020, where testimony was presented, all Board Members were present and it was continued to February 9, 2021 where testimony was presented, and all Board Members were present. The hearing was further continued to March 9, 2021, March 23, 2021 with no testimony

being taken. Testimony was presented on the following dates April 13, 2021; May 5, 2021; May 25, 2021; June 8, 2021; June 22, 2021 and July 27, 2021.

3. The hearing was closed on July 27, 2021. The Board deliberated on the application on July 27, 2021. All hearings prior to June 22, 2021 were held via a virtual platform (zoom webinars) due to the Governor's March 10, 2020 declaration of a State of Emergency and limits on public gatherings. The June 22, 2021 and July 27, 2021 hearing were a hybrid of in-person and zoom. All waivers requested and votes taken are listed on **Exhibit A** and incorporated herein. All submittals concerning the Project are listed on **Exhibit B** and are part of the administrative record kept at Salisbury Town Hall and incorporated herein.
4. The Project is located at 6 Forest Road, Salisbury, Massachusetts and is identified on the Salisbury Assessor's Map 20 as Lot 43, Lot 44, Lot 45 and Lot 91 totaling 26.94 acres. The existing dwelling on 1.19 acres of land (Lot A on the plans) will be divided off the Property by an Approval Not Required ("ANR") Plan filed with the Salisbury Planning Board.
5. The Property is located partially in the R-2 Zoning District (westerly side of the Property) and in the R-1 Zoning District (easterly side of the Property). The Property consists of four parcels totaling 26.94 acres with 17.9 acres of upland. The Property is currently improved with a single family dwelling. Small Pox Brook and wetland areas run throughout the Property. The Property contains a mix of woodlands, vegetated wetlands, and open grassed areas. The Property abuts land owned by the Salisbury Conservation Commission. The Property is further surrounded by several of Salisbury's walking trails and the rail trail system now being expanded with a new foot bridge across Lafayette Road at True Road. To the south and east of the Property lies the Essex County Greenbelt Trust Land and the trail system that runs down to Beach Road which does not have any direct connection to the Forest Road area. However, the Applicant is proposing to connect Forest Road to the Pettengill Land Trust Trails with a walking trail that will run through the Project and out to Forest Road.
6. The Applicant provided certain materials, reports, and revised plans during the course of the public hearing on the Application. During the public hearing, the Applicant was represented by Steven Paquette of Meadowview Condominiums, LLC and/or 6 Forest Road, LLC and the engineering consultants: Millennium Engineering, Inc., West Environmental, KDTurner Design, and Bayside Engineering, The Applicant's legal counsel was Farrell & Robbins, P.C.
7. The Board utilized the services of Joseph J. Serwatka, P.E., Vanasse & Associates, Inc., and Weston & Sampson for peer review.
8. During the hearings, there was significant public input on a number of neighborhood concerns. The Board heard input from abutters and other interested persons throughout the hearing process on topics including, but not limited to, the density of the Project, increased traffic, and safety concerns. The following Board members were present for

the entire public hearing process: Chairman Susan Pawlisheck, Derek DePetrillo, Paul Descoteaux, John Schillizzi, and Drew Dana.

## **II. JURISDICTIONAL FINDINGS**

9. The Applicant received a Project Eligibility Letter (“PELs”) from MassHousing dated August 28, 2020 and submitted copies to the Board with the original application. According to the PEL, the Applicant has demonstrated its eligibility to submit an application for a Comprehensive Permit to the Board, and the development fulfills the minimum project eligibility requirements set forth in 760 CMR 56.04(1) as follows:
  - a. The Applicant has formed a limited dividend organization (as defined in 760 CMR 56.02), 55 SS, LLC, which has a principal place of business of 71 Commercial Street, #263, Boston, Massachusetts. The Applicant has agreed to conform to the limited divided requirements of M.G.L Chapter 40B.
  - b. The Applicant maintains a Purchase and Sale Agreement from the owners of the Property, Freeman J. Condon, III, Trustee of the Freeman J. Condon Revocable Trust and Maureen F. Condon, Trustee of the Maureen F. Condon Revocable Trust. According to the PEL, the Applicant has shown threshold evidence of site control sufficient to qualify as an Applicant for a Comprehensive Permit. The Purchase and Sales agreement has been extended since the time of the PEL.
  - c. The Applicant has agreed to execute a Regulatory Agreement that limits its total profit and directs the redistribution of excess profit in accordance with the regulations adopted by the Massachusetts Department of Housing and Community Development (“DHCD”).

## **III. FACTUAL FINDINGS**

10. The Board engaged peer reviewers to review issues concerning civil engineering, traffic, site design, and stormwater impacts of the Project. The Board also sought comments from Town Departments and abutters in the surrounding area.
11. The Board is aware that the goal of G.L. c. 40B is to promote the development of affordable housing while considering the Local Concerns. Pursuant to 760 CMR 56.02, Local Concerns involve 1) the need to protect the health or safety of the occupants of a proposed Project or of the residents of the municipality; 2) to protect the natural environment; 3) to promote better site and building design in relation to the surroundings and municipal and regional planning; 4) or to preserve Open Spaces. With the Project as conditioned, and the substantial waivers granted, the Board is of the opinion that this decision will promote affordable housing while taking into consideration Local Concerns.
12. The Applicant provided documentation supporting the conclusion that water and sewer capacity in the local municipal infrastructure is sufficient to serve Project needs safely and without significant impact to existing users and the Project.

13. The civil engineering peer review identified numerous issues of concern, which were addressed by the Applicant as noted in the June 21, 2021 letter from Joseph J. Serwatka, P.E.
14. The Board was also presented with concerns about impacts upon Forest Road (and the immediate area) which will provide the sole access and egress for the Project and the Project Roadway itself. In response, the proposed Meadowview Lane alignment was redesigned to the satisfaction of Vanasse & Associates. The Applicant's traffic analysis indicates that the intersection of Forest Road at Gerrish Road consists of two separate intersections that are separated by a triangular island on the Forest Road approach that functionally separates left and right-turn movements at the intersection, with the Forest Road approaches under stop-sign control. There have been zero (0) motor vehicle crashes reported at that intersection between 2015 and 2020 (based on data provided by the Salisbury Police Department and confirmed by MassDOT's motor vehicle crash database). Further, roadside vegetation was identified along Gerrish Road to the west of the intersection that obscured visibility of the intersection for eastbound motorists. The Board finds that based on recommendations from Vanasse, the below conditions will satisfy traffic concerns.
15. Andy Murphy, Fire Inspector from the Salisbury Fire Department review/approve the plans as shown in an email dated Wednesday, June 9, 2021.
16. The Applicant proposed the following number of parking spaces: All of the units will have one (1) car garages with the ability to park an additional two (2) cars in the driveway, with thirty-one (31) visitor parking spaces provided throughout the Site.
17. The Salisbury Conservation Commission will review the Project pursuant to the Wetland Protection Act.
18. The Board finds that granting this Comprehensive Permit with the conditions and waivers contained below, provides a significant number of affordable housing units consistent with Local Needs.
19. The Applicant was afforded ample opportunity to address the conditions discussed during the public hearing and did not challenge the conditions on the grounds that they either singly or in the aggregate rendered the Project uneconomic. Therefore, the Board finds that such conditions will not render the project uneconomic.
20. The Board acknowledges concerns raised by abutters and other interested parties, including concerns relating to construction impacts, Project design, project density, public safety, increased traffic, wetland impacts, and stormwater runoff. The Board has addressed these concerns by the imposition of appropriate conditions.
21. The Board's grant of this Comprehensive Permit shall not be construed to either confirm or deny any property rights with regard to the Project or neighboring properties.

#### IV. CONDITIONS OF APPROVAL

Based upon the findings of the Board and testimony and information received into the record during the public hearing process, the Board grants to the Applicant a Comprehensive Permit to construct fifty-six (56) duplex-style dwelling units on the Property in accordance with G.L. c. 40B and its implementing regulations 760 CMR. § 56.00, subject to the conditions and limitations set forth herein.

The Comprehensive Permit described herein incorporates the requested relief from local zoning, subdivision rules and regulations, Conservation Commission and Board of Health bylaws and regulations identified herein. In granting or denying this relief, the Board recognizes that the legal requirements for issuing a comprehensive permit have been met and finds that the Comprehensive Permit is consistent with local needs as defined in G.L. c. 40B, §20.

##### A. *ADMINISTRATIVE*

1. This Comprehensive Permit is granted to the Applicant and its limited dividend successors and assigns for the purpose of constructing a multi-family housing development at 6 Forest Road in Salisbury as conditioned herein and may not be transferred or assigned to any party without the approval of the Subsidizing Agency and notice to the Board, as required by 760 CMR 56.05(12)(b) or any successor regulation. Said construction is to be carried out consistent with the Final Plans as defined herein, including all notes on the Final Plans, and subject to the conditions set forth in this Decision. The Final Plans shall consist of the following plans, which shall be modified as necessary to comply with this Decision, and submitted to the Board as provided herein:

##### **Site Plans**

- *“Plan of Land in Salisbury, MA showing 56 Unit Townhouse Community at 10 Forest Road & Meadowview Lane dated October 26, 2020, last revised July 27, 2021, prepared by Millennium Engineering, Inc.*  
*Sheet C-1 – Cover Sheet*  
*Sheets C-2 & C-3 – Existing Conditions*  
*Sheet C-4 – Legend/Notes*  
*Sheets C-5 - C-7 – Grading Plans*  
*Sheets C-8 – C-10 – Utility Plans & Profile*  
*Sheets C-11 – C-15 – Detail Sheets*  
*Sheet C-16 – Soil Logs*  
*Sheets E-1 & E-2 – Lighting Plans*  
*Sheets F-1 & F-2 – Fire Truck Template Plans*  
*Sheets L-1 & L-2 – Landscape Plans*  
*Sheet A-1 – Architectural Plan*

2. This comprehensive permit is issued pursuant to the Applicant’s MassHousing project eligibility letter dated as of August 28, 2020. In accordance with MassHousing’s final approval process, the Applicant shall submit to MassHousing for review and final acknowledgement of consistency with this Decision, the Final Plans.

3. The Project shall be limited to 140 bedrooms.

4. There shall be 14 affordable units reserved for qualifying households earning at or below 80% of the area median income<sup>1</sup> 4 of the 14 units will be reserved for qualifying households earning at or below 60% of the area median income.<sup>2</sup> Of these 4 units, 3 will be 2 bedroom units and 1 will be a three bedroom unit Per the subsidizing agency's rules and guidelines, the affordable units shall be evenly dispersed throughout the Project and shall be indistinguishable from the market rate units in the Project. The affordable units shall remain affordable in perpetuity by deed riders in form and substance acceptable to the subsidizing agency and the Board for the project.

5. The condominium documents shall not restrict any form of financing such as VA, FHA or USDA.

6. Prior to any ground disturbance, clearance of vegetation, or construction at the site ("Site Activities"), the Applicant shall provide an endorsed ANR Plan for the existing dwelling and shall obtain the Board's approval of the Applicant's Final Plans, which shall reflect: (a) the additional plan details and revisions called for under the Conditions set forth herein; (b) any additional changes required by other local boards and agencies to comply with state and federal law, including any Order of Conditions, Superseding Order of Conditions or Court Judgment, under the State Wetlands Protection Act, Title 5 of the State Environmental Code (if any), and any local regulations not waived by this Comprehensive Permit; and (c) any requirements of MassHousing upon final approval of the Project. Upon completion of Applicant's Final Plans, the Applicant shall submit its Final Plans to the Board for review to determine consistency with this Comprehensive Permit. The Final Plans shall be reviewed as provided in the conditions herein.

7. The Applicant's Final Plans shall incorporate and include the following design changes and additions:

- Any modifications or details required by this Decision; and
- Any modifications or details required by any Order of Conditions, Superseding Order of Conditions or Court Judgment, under the State Wetlands Protection Act.

8. The Applicant shall comply with the stormwater management plans evidenced by the following:

- The specifications shown on the Final Plans
- The Stormwater Report, dated October 26, 2020 and revised June 10, 2021, prepared by Millennium Engineering, Inc.
- Peer Review Letters dated February 2, 2021 and June 21, 2021, prepared by Joseph J. Serwatka, P.E.

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<sup>1</sup> as defined and amended from time to time by the subsidizing agency for this project.

<sup>2</sup> as defined and amended from time to time by the subsidizing agency for this project.

9. The Applicant shall obtain an Order of Conditions (or Superseding Order of Conditions, or Final Decision Superseding Order of Conditions, as the case may be) under the State Wetlands Protection Act for the Final Plans, as conditioned herein prior to engaging in any Site Activities.

10. The Board shall have the power, at a public meeting and without further public hearing to modify or amend the terms and conditions of this Comprehensive Permit on the application of the Applicant, or upon its own motion, to correct technical errors in this Comprehensive Permit, or to address the Applicant's noncompliance with any terms or conditions of this Comprehensive Permit.

11. In the event the Applicant seeks any change in the Comprehensive Permit after this decision is final, any such change must be presented to the Board for approval and for modification of this decision. Within 20 days the Board shall determine and notify the Applicant whether it deems the change substantial or insubstantial, with reference to the factors set forth at 760 CMR 56.07(4).) If the change is determined to be insubstantial or if the Board fails to notify the Applicant by the end of such 20-day period, the Comprehensive Permit shall be deemed modified to incorporate the change. If, during a public meeting, the Board deems a change to be substantial, then the Board shall hold a subsequent public hearing within 30 days of its determination and issue a decision within 40 days of termination of the hearing, at which the Board may approve or disapprove the requested modifications or amendments to this decision, in accordance with the provisions of Mass. Gen. Laws c. 40B, section 21, the provisions of 760 CMR 56.05 (11). The Board will determine whether additional information and advice is necessary from other boards and officials in the event of such substantial change, and will then determine whether the change or requested relief is to be approved and the decision amended accordingly. "Substantial Change" for the purposes of this paragraph shall include, but not be limited to, all matters defined as substantial changes in 760 CMR 56.07(4). If it deems necessary, the Board may at the Applicant's expense retain consultants to review and advise the Board regarding any proposed changes.

12. All easements and covenants affecting the use of the Site have been identified, and such covenants and easements are identified on the Plan of Record. The Applicant shall submit any written or recorded instruments granting or agreeing to such easements and covenants.

13. Unless substantial construction of the Project has commenced as further defined by the issuance of a building permit, the Comprehensive Permit shall expire three years after the appeal period has run, if no appeal is filed, and if an appeal is filed, this Comprehensive Permit shall expire three years from the date of final resolution or adjudication of said appeal. Any requests for an extension of time shall be made in writing no less than sixty days prior to the expiration of the Comprehensive Permit.

14. Following the passage of the appeal period or final resolution or adjudication of an appeal, whichever is later, the Applicant shall record this Decision at the Essex South County Registry of Deeds with the plans itemized herein, and provide proof of said recording to the Board of Appeals staff. **No building permits will be issued until this condition is satisfied.**

15. Any transfer of the Project shall be in accordance with 760 CMR 56.05(12) (b). Prior to substantial completion of a Project or a phase thereof, a Comprehensive Permit may be transferred



to a person or entity other than the Applicant, upon written confirmation from the Subsidizing Agency that the transferee meets the requirements of 760 CMR56.04(l)(a) and (b), and upon written notice to the Board. Transfer of a permit shall not, by itself, constitute a substantial change pursuant to 760 CMR 56.07(4). After substantial completion, a Comprehensive Permit shall be deemed to run with the land and a transfer must be approved by the Board of Appeals after public hearing.

**16. Plans.** Prior to issuance of a building permit the Applicant shall provide the Board and Building Department with four sets of full sized and two sets of reduced copies of the Final Plans, one Mylar plan set in addition to any recordable plan sheets, as well as a digital copy of the final endorsed plan set prior to the issuance of a building permit.

**17. Construction Plans.** **Not less than sixty days prior to the anticipated start of construction**, and to the degree that the following plans are not part of the plan set described herein, the Applicant shall submit final construction plans to the Board and Building Department, for purposes of confirming that the construction plans are consistent with the requirements of this Decision. The approval of the Building Department shall not be unreasonably withheld. All construction plans shall be stamped by a registered architect or registered professional engineer, as may be applicable. The Board may engage, at the Applicant's expense and upon prior agreement to scope and cost of services, one or more agents to review the plan(s) and make recommendations for approval or disapproval to the degree that a plan or plans are inconsistent with this decision.

**18. As-built Plans.** **Within sixty days of issuance of the final certificate of occupancy**, the Applicant shall provide "as-built" plans of the roads, buildings, water, and electrical distribution systems to the Board of Appeals, Fire Department, Building Department and Highway Department; such plans shall be approved by the Board or its agent for consistency with this decision. Approval shall not be unreasonably withheld and shall be deemed granted if not reviewed by the Board or its Agent within thirty days of submission by the Applicant. The Applicant shall provide the as-built plans for the Septic Disposal System to the Board of Health. The Applicant shall provide these plans in digital format acceptable to the Town including but not limited to a format compatible with the Town's Geographic Information System (GIS).

The digital copy of the final set of approved as-built plans must follow the five requirements listed below unless waived by the Building Department:

- a) All plans and specifications must be submitted on electronic media (CD or DVD\_ROM) using an IBM-PC or compatible file format). Acceptable file formats include: AutoCAD \*.dwg, AutoCAD \*.dxf, Arc View \*.shp, or ArcGIS Geodatabase \*.mdb. The files must be identical to the printed plan and contain all information included on the written plan. Upon project completion a digital submission of the "as-built" plan is required prior to receiving a Certificate of Completion from the Building Department.
- b) All digital mapping data must be delivered in the Massachusetts State Plane Coordinate system with a horizontal datum of NAD83 and vertical datum of NGVD88.
- c) Each feature type must be organized in the CAD or GIS data structure as a separate layer using logical layer names. For example, there must be separate CAD layers for



buildings, roads, parcel lines, and wetlands. Having all these features in a single CAD layer or GIS file will not be accepted.

- d) Documentation of the data format must be provided with a description of the CAD layers and list of the types of features placed in each layer. Submission of multiple files must also include a list of the files and their purpose.
- e) The data submitted must include documentation on the method used to gather the data, the name of the person(s) responsible for preparing the data, contact information, an estimation of the horizontal and vertical accuracy, and the date of data capture. All media shall be free from any and all defects and viruses, and labeled as to their contents.

19. The Applicant shall promptly pay the reasonable fees of the Board's consultants for post-permit reviews of the plans or documents described herein and for inspections during the construction phase, as may be deemed necessary or appropriate.

20. Copies of all required legal documents including, but not limited to, Regulatory Agreement, shall be submitted to the Board and, if necessary, the Salisbury Town Counsel for review and comment, **prior to issuance of any certificate of occupancy**. It shall be the responsibility of the Applicant to pay all legal costs associated with the review of this decision, if applicable, as well as documents associated with any condition of approval by Town Counsel.

21. The Applicant shall provide the Board with copies of any and all documents and statements provided by the Applicant to the Subsidizing Agency or its designated auditor of the Applicant's costs and revenues for informational purposes.

22. As a "limited dividend organization," the Applicant's profit shall not exceed what is statutorily allowed for the Project. Any profit in excess of what is statutorily allowed shall be paid in accordance with 760 CMR 56.04(8) (c). Review of the Applicant's limited dividend obligations shall be done in accordance with the Regulatory Agreement. The Applicant shall comply with the requirements of the Project's subsidizing agency and applicable laws, regulations and guidelines.

23. The Board or its agent(s) may enter onto and view and inspect the subject Property during regular business hours, with prior written notice, with consent not to be unreasonably denied or delayed and until as-built plans are approved, to ensure compliance with the terms of this Decision, subject to applicable safety requirements. After completion of construction, the Town's inspection officials shall have authority subject to prior written notice, with consent not to be unreasonably denied or delayed to enter the common areas of the property for purposes of ensuring compliance with the conditions of this Decision and any other applicable permits, regulations, bylaws and statutes.

## **B. HOUSING**

24. The Project shall not be age-restricted

25. As a condition of any approval hereunder, at least 25% of the dwelling units shall be and shall remain affordable and shall be marketed to eligible households subject to approval by the subsidizing

agency. The Affordable Units shall be and shall remain eligible to be included in the Town's Subsidized Housing Inventory, as maintained by DHCD.

**26.** The Applicant shall notify the Board and the Town Planner when building permit are issued for Affordable Units and cooperate with the preparation of request forms to add the Affordable Units to the Town's SHI. The Applicant shall notify the Board and the Town Planner when occupancy permits are issued for the Affordable Units and cooperate with the preparation of request forms to add the units to the Town's SHI permanently. The Affordable Units shall permanently remain affordable units, for so long as the Project is not in compliance with the Town's Zoning By-law, or for the longest period allowed by law, if longer, so that the Affordable Units shall continue to serve the public purposes for which this Comprehensive Permit was authorized under G.L. c. 40B, §§ 20-23.

**27.** To the extent allowed under G.L. c. 40B and the regulations promulgated thereunder and other applicable law, the Applicant shall provide a preference category for Salisbury residents, and their parents and children, and for employees of the Town of Salisbury in the initial renting of the Affordable Units. This preference shall be implemented by the Applicant and the Applicant shall maintain records of its marketing efforts, which records shall be open to review by the Town for compliance with the local preference set forth herein, to the extent such local preference has been allowed by the Subsidizing Agency. The foregoing local preference shall be implemented pursuant to procedures approved by the Subsidizing Agency. The costs associated with the marketing of units in the Project, including the advertising and processing for the Affordable Units shall be borne by the Applicant.

**28.** The Board acknowledges that the Town will be required to provide evidence satisfactory to the Subsidizing Agency of the need for the foregoing local preference and to obtain approval of the categories of persons qualifying for the same, and in no event shall the Applicant be in violation of the terms of this Comprehensive Permit to the extent the Subsidizing Agency disapproves the local preference requirement or any aspect thereof. The Applicant shall provide reasonable and timely assistance to the Town in providing this evidence.

**29.** The Applicant shall execute a Regulatory Agreement that shall be countersigned by the Subsidizing Agency as required under G.L. c.40B and submit annual reports to the Subsidizing Agency in accordance with the Regulatory Agreement. The Affordable Units shall be identified before building permits are sought and the Affordable Units shall not be segregated from the market rate units.

**30.** The Applicant shall enter into a Regulatory Agreement and Declaration of Restrictions with MassHousing and the Town and on terms satisfactory to the parties, which shall (a) survive the foreclosure of any mortgages and/or other liens on the property or deed given in lieu therefor or under any similar action, (b) be recorded prior to any mortgages or liens or the same shall have been subordinated to the Agreement, and (c) bind with and encumber the property in perpetuity or for so long as the project does not comply with applicable zoning (the "Regulatory Agreement") The Developer shall record the Regulatory Agreement and provide the Zoning Board of Appeals with proof thereof. The Regulatory Agreement shall include the following:

- a) An acknowledgment that the Affordable Units shall remain in perpetuity to the extent allowed by applicable laws. It is assumed MassHousing shall comply with the requirements of 760 CMR 56.05(13).
- b) The Affordable Units shall not be segregated from the market rate units. The Affordable Units shall not be substantially different in exterior appearance from the standard market rate units in accordance with MassHousing guidelines.
- c) Any excess profit, as defined in the Regulatory Agreement, shall be paid to the Town of Salisbury pursuant to the Regulatory Agreement.

31. While the Regulatory Agreement is in effect, the Subsidizing Agency shall be responsible to monitor compliance with affordability requirements pursuant thereto; however, the Town may request and shall be provided by the Applicant with all information that is provided to the Subsidizing Agency and may take any steps allowed under G.L. c.40B and 760 CMR 56.00 in relation to excess profits and enforcement of affordability provisions.

32. If at any time it appears that the Applicant is in violation of an affordable housing restriction, then the Board may pursue such enforcement rights as it may have under the affordable housing restriction and/or applicable law.

33. The Town, by and through the Board or its designee, shall have continuing jurisdiction over the Project to ensure compliance with the terms and conditions of this Decision.

34. The Applicant shall comply with all final approval requirements, as per the Project's subsidizing agency. Prior to receiving any building permit, the Applicant shall obtain Final Approval from the Subsidizing Agency pursuant to 760 CMR 56.04(7) and shall provide evidence of such Final Approval to the Building Official and the Board.

35. the Condominium Documents shall be submitted to the Board and, if necessary, Town Counsel for review and approval, **prior to issuance of any certificate of occupancy**. It shall be the responsibility of the Applicant to pay all legal costs associated with the review of the documents, if applicable.

36. Any and all fees and assessments levied on each condominium unit by the Condominium Association shall be in accordance with the following , to the extent allowed by M.G.L. Chapter 183A:

- a) The sum the aggregate square footage of all the units in the Project after reducing the square footage of each of the affordable units by thirty percent (30%) to produce a revised aggregate square footage.
- b) Divide the total assessment dollar value to be distributed by the revised aggregate square footage to produce an assessment per-square-foot. For each market value unit, multiply the assessment per-square-foot by the unit's actual square footage. In the case of the affordable units, multiply the assessment per-square-foot by seventy percent (70%) of its actual square footage. Note that the assessment to the affordable units does not have to be exactly seventy percent (70%) but cannot be over seventy percent (70%). It needs to be a maximum of seventy percent, but it can be less.

### **C. CONSTRUCTION**

**37. No Site Activities shall begin prior to a preconstruction conference.** The Applicant shall convene a preconstruction conference with Town departments including, but not limited to, the Building Inspector, Planning Director, Fire Department, Director of Public Works, and Conservation Agent at least 14 days prior to the planned commencement of construction. For the purposes of this decision, "commencement of construction" shall occur prior to the demolition of the existing on-site structures. The Applicant shall convene such conference by contacting the Building Department in writing. All relevant contractors and subcontractors involved with site preparation/site construction activities shall attend this meeting. This approval with conditions shall be reviewed by all parties involved. At the conference, a schedule of inspections shall be agreed upon by the Applicant, the Board, and other municipal officials or boards subject to the Board's or its agent's final review and assent.

**38.** No construction activity shall occur on the Project, and no building permit shall be issued, until the Applicant shall have:

- a) Executed and recorded the standard form Regulatory Agreement, and provided evidence of same to the Board and the Building Inspector.
- b) Submitted to the Board and the Building Inspector a Construction Management Plan (CMP), as well as a Construction Management Schedule (CMS), that generally conforms to industry standard practice and addresses all construction-related conditions specifically set forth in this Decision. Additional copies of the proposed CMP shall be provided to the Planning Department, DPW, Conservation Commission, Fire Chief and Police Chief.
- c) Provide to the Department of Public Works and Building Department a final Stormwater Pollution and Prevention Plan to address specific sedimentation, erosion and dust control, which illustrates, at a minimum, locations of measures such as hay socks, silt fence, sedimentation basins, and all other erosion controls on the plans, and provides detailed construction sequencing and methods to protect the infiltration capacity of each infiltration system.
- d) Provide procedures to the Health Department, DPW, Conservation Commission and Building Department that outline the specific operation and maintenance measures for all stormwater/drainage facilities, including any temporary facilities that shall be employed to minimize or eliminate the threat of transmission of mosquito-borne diseases to the residents of the Project and nearby residents.

**39. Prior to Site Activities,** the Applicant shall provide, and update as necessary, to the Board and Building Department:

- a) the company affiliation, name, address and business telephone number including 24-hour contact information of the construction manager who shall have overall responsibility for construction activities on site;
- b) a copy of a municipal lien certificate indicating that all taxes, assessments and charges due on the Premises have been paid;
- c) certification from the Applicant that all required federal, state and local licenses and permits have been obtained;

- d) proof that "Dig-Safe" has been notified at least 72 hours prior to the start of any site work (it should be provided for each Phase);
- e) proof that street signage is in place to ensure that emergency personnel can locate the site to provide emergency services to protect and secure the site and construction personnel (if determined necessary by the Fire Department and/or Police Department); and
- f) at least 48 hour written notice. If activity on site ceases for longer than thirty days, 48 hour written notice is required prior to restarting work.

**40.** During construction, the Applicant shall conform to all local, state and federal laws regarding noise, odor, vibration, dust, and blocking of Town Roads. The Applicant shall not use Schoolhouse Lane for construction vehicles. The Applicant shall at all times use all reasonable means to minimize inconvenience to residents in the general area. Exterior construction, other than emergency work or finishing cement, shall not commence on any day before 7:00 a.m. and shall not continue beyond 5:00 p.m.; provided, however, that exterior construction shall not commence on Saturdays before 8:00 a.m. and shall not continue beyond 5:00 p.m. Except for emergency work, and/or exceptions approved in advance, there shall be no exterior construction on any Sunday or state or federal legal holidays. Hours of operation shall be enforced by the Building Department/Police Department. For this condition, construction activities shall include, but not be limited to: start-up of equipment or machinery; removal of trees; grubbing; clearing; grading; filling; excavating; import or export of earth materials; installation of utilities both on and off the site; demolition of existing structures; removal of stumps and debris; and erection of new structures. Deliveries shall not commence before 7:00 a.m.

**41.** During construction, at the end of each work day, the Applicant shall cause all erosion control measures to be in place and shall cause all materials and equipment to be secured. Upon completion of all work on site and prior to as-built approval, all debris and construction materials shall be removed and disposed of in accordance with state laws and regulations and the Board shall be notified in writing of the final disposition of the materials.

**42.** If the Police Chief or his designee determines that police details are warranted during construction, Applicant shall provide, at Applicant's expense, police details to ensure safe passage along Forest Road in the vicinity of the Property at such locations as identified by the Police Chief or his designee.

**43.** The Applicant shall design its Final Plans with the following specifications:

- a) The Project shall conform to all pertinent requirements of the Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB), to the extent applicable.
- b) All signage, including signs to promote sale of the dwellings, shall comply with the Zoning Bylaws, except as waived herein, and shall be maintained by the Applicant.
- c) The Applicant shall provide documentation to the Building Department that no accessible parking is required on-site prior to issuance of a Building Permit

44. No tree stumps or other demolition and construction debris shall be buried on the Property. All tree stumps shall either be ground or removed from the Property. No burning is allowed on the Property.

45. The Applicant shall submit final fire alarm/sprinkler plans to the Salisbury Fire Chief for review and approval. All fire protection systems shall comply with the State Building Code and any amendments thereto.

46. Blasting, if any, shall be performed in accordance with regulations of the Commonwealth of Massachusetts, 527 CMR. 13.00, and in accordance with any existing written regulations of the Salisbury Fire Department related to blasting. The Applicant shall not use explosives containing perchlorate. Any blasting activity at the site must conform to the requirements of the Town's Fire Department, the State Fire Marshall's Office and any other appropriate regulatory official. Additionally, the Contractor shall be responsible for seismograph monitoring, notification to neighbors within the immediate work area prior to blasting and posting a fire detail on the site. If blasting is required for site construction, the following steps will be taken to monitor/rectify any potential damage as a result of the blasting:

- a) The Applicant shall provide documented inspections, i.e. videotaping, of any foundations and pools within 500' of any expected blast area prior to the start of any blasting (to the extent allowed by private landowners);
- b) The Applicant shall provide pre and post blasting water testing for all residents within 500' (if allowed by private land owners) of any expected blast area prior to the start of any blasting. Water quality, including radon testing, and a specific capacity/short term pumping test shall be included in this testing;
- c) The Applicant or its hired contractors, shall notify those residents that are direct abutters to the project site, when blasting will begin on the site and will again notify them when all blasting is completed;
- d) Blasting hours will be limited from 8:00a.m. to 4:00p.m., weekdays only;
- e) The Applicant shall rectify those problems that are proven to be a result of blasting, i.e. foundation cracking and deterioration in water quality of abutting properties;
- f) Hours of operations pertaining to air hammering or similar practices shall be limited to weekdays between the hours of 8:00 a.m. through 4:00 p.m.

47. All staging areas, including without limitation parking areas for construction personnel, portable toilets, temporary work facilities, etc. shall be on the Property. No parking shall be permitted on Town ways by Project personnel or others in connection with the construction of the Project. **Thirty days following the certificate of occupancy**, construction staging areas shall be cleared and completed in accordance with Final Plans.

48. If construction activity ceases for longer than 30 days, then written notice shall be provided by the Applicant to the Building Inspector at least 48 hours before resuming work. Pursuant to 780 CMR 33 Safeguards during Construction and applicable states, the Building Inspector may require that any foundation, trench, structure, equipment or other hazard be secured as necessary, in his opinion, including but not limited to installation of fencing and/or filling of trenches.

**49.** If construction is temporarily suspended during the growing season, all exposed areas shall be stabilized by seeding and/or mulching within 14 days of suspension of construction. If construction is temporarily suspended outside the growing season, all exposed areas shall be stabilized by mulching and tack within 14 days of suspension of construction. Slopes steeper than 3:1 shall be stabilized by netting and pinning during suspension of construction.

**50.** Landscaping and lighting shall be as shown on the Final Plans. To the extent that landscaping for the Project is not completed prior to the issuance of the certificate of occupancy, the Applicant shall provide the Town with a satisfactory surety instrument, in conformance with the Town of Salisbury's surety regulations set forth by the Planning Board's rules and regulations, that shall not expire unless and until it is satisfactorily replaced or released, and in an amount to be determined by the Board in consultation with Town boards and officials and other consultants based upon the Applicant's reasonable estimate of the costs to complete such landscaping work.

**51.** Project surety for landscaping shall be held by the Town until the Town is notified by the Board to release the surety. Requests to reduce the surety may be submitted as the landscaping work progresses and shall include the amount of requested reduction, a list of work outstanding and a cost estimate of the same. The amount of the surety retained shall be based on the cost estimate of the remaining work, and the surety shall be fully released upon the completion of the landscaping work.

**52.** Prior to the commencement of any ground disturbance, clearing of vegetation, or construction the Applicant's engineer shall provide to the Town's Engineer a detailed construction sequencing plan, which may be incorporated in the Applicant's Stormwater Pollution Prevention Plans ("SWPPP") as referenced in the Stormwater Report, last revised June, 2021, detailed plans of the wetlands delineation and related infrastructure as approved under the Wetlands Protection Act, and a construction traffic management plan during each phase of the work, which includes requirements relative to any and all appropriate signage and police details during the construction phase.

**53.** The Final Plans shall show the layout of the erosion control devices. An erosion control, construction management and construction sequencing plan(s) showing the construction methods, scheduling, phasing, winter stabilization measures, and location of necessary water pollution and erosion control methods shall be submitted as part of the Final Plans. The Final Plans shall show the location of the storage areas and designation of temporary stump storage or spoils material area, in accordance with state regulations.

**54.** The Applicant shall pay all reasonable fees imposed for the purpose of inspecting and monitoring the compliance of the Project's construction with the terms of this permit, local bylaw requirements not waived by this permit, and other permits and approvals issued with respect to this Project for which the Town has monitoring responsibility. Any outstanding fees owed for consulting services incurred by the Board before this decision was rendered shall be paid forthwith and before any building permit issues. Thereafter, no occupancy permit shall issue if an outstanding fee bill is 30 days overdue.



55. All fill used in connection with this project shall be clean fill as approved by the applicable Town of Salisbury department or official with jurisdiction. Fill shall contain no trash, refuse, rubbish or debris, including, but not limited to: lumber, brick, asphalt, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, appliances, motor vehicles or any part of the foregoing. Any fill subject to specialized disposal in conformance with current environmental criteria shall not be used.

56. In order to provide protection to abutters' trees, the Applicant shall establish and mark on the ground a Limit of Work line at the anticipated limit of grading or excavation. Construction Fencing shall be installed along site entrance. Aside from tree protection measures, no work of any kind shall be permitted outside of the Limit of Work line, either above or below ground.

57. Excavation for any footings within the drip line of an abutter's tree or a tree on site specified to be saved shall be done using an air spade, either directly by or under the guidance of a Certified Arborist. While constructing any retaining wall, foundation, and backfilling, exposed roots shall be protected as directed by the Certified Arborist. Any required root pruning of abutters' trees, if necessary, shall be performed either directly by or under the guidance of a Certified Arborist. Any such root cutting shall occur only on the Applicant's property (unless there is permission or legal right to enter onto abutting property) and shall occur only in accordance with all of the requirements of Massachusetts state law.

58. Adjacent public streets shall be swept as needed to remove sediment and debris.

59. Board members, its staff, consultants or other duly authorized agents of the Town of Salisbury shall have the right to enter upon the property to inspect the site at any time, for compliance with the Final Plans and the terms, provisions and conditions of this comprehensive permit.

60. Prior to the issuance of any building permit the Applicant shall submit plans and supporting materials and calculations for review and approval by the Salisbury Fire Department under state law. Submission materials shall demonstrate compliance with all applicable access requirements.

#### ***D. INFRASTRUCTURE - GENERAL***

61. The Applicant shall have the entrance locations and elevations checked in the field by a Registered Land Surveyor prior to installation of binder course pavement. Results of the survey shall be made available to the Town Engineer for review and comment.

62. At the Applicant's expense, the Applicant shall add the following traffic improvements:

- a. At the intersection of Forest/Gerrish Road (Letter from VAI on June 4, 2021)
  1. Trim roadside vegetation on the approaches to the intersection;
  2. Install an "Intersection Ahead" warning sign on the Gerrish Road eastbound approach to the intersection; and
  3. Maintain/reinstall the STOP-lines on the Forest Road approaches.
- b. Intersection of Forest Road/Lafayette Road The applicant is responsible for the design and construction of this area. The Town of Salisbury will apply for the permit.
- c. Other comments as detailed in Peer Review Letters attached hereto as **Exhibit C**.

63. Project surety pursuant to G.L. c. 41, § 81U of a covenant shall be held by the Town Treasurer until the Treasurer is notified by the Board to release the surety. The surety shall secure the completion of the access roadways and related infrastructure as determined by the Board's engineer or designated consultant. The surety shall be provided prior to the issuance of the first building permit. The surety shall be fully released upon the completion of the covered work.
64. Sidewalks – The applicant will be responsible for the design and construction of a 5 foot concrete sidewalk with a grass strip and vertical granite curb to create site sidewalks on School House Lane. Such design to be approved by the Town Planner and DPW.
65. The applicant is responsible for constructing a 6 foot solid vinyl fence (approximately 400 feet) along the driveway at 12 Forest Road as shown on the plan C-5.
66. Trail system – The 6 foot (width) Trail from Forest Road to the land of Essex County Greenbelt (as shown on sheets C-5 & C-6) shall be constructed prior to the issuance of occupancy permit for the 28<sup>th</sup> unit constructed. Any trail system running through the Property shall be open to the public the Applicant will provide a recreational trail easement. The final specifications for the trail and the bridges shall be approved by the Planning Director and permitted by the Conservation Commission. The Applicant will provide the Town with the easement plan and description. The Applicant is responsible for the legal cost associated with getting this easement approved. The Condominium Association will be responsible for ongoing maintenance of the trail from Forest Road to the Essex County Greenbelt property including the section on the Town Property. There will be a minimum of 4 parking spaces available for the public as shown on the approved plans.
67. Dog Park- An enclosed area to be used as a dog park shall be constructed on site final specifications to be submitted to the Planning Director of approval. The area shall be a minimum of 1,500 square feet and enclosed by a chain link fence with one entry gate. The location of the area is subject to change during the notice of intent process with the Salisbury Conservation Commission
68. Community Garden area- An area will be shown on the approved plans to be used by homeowners (if desired) for a community garden. The location of this community garden is shown on the approved plans but is subject to change during the notice of intent process with the Salisbury Conservation Commission. The proposed area will be approximately 1500 square feet in size. A garden fence and plots and/or raised beds will be provided by the developer final design will be submitted and approved by the Planning Director. Actual plantings and maintenance of the community garden will be done by the homeowners once the project is occupied.
69. The Applicant has agreed and therefore the Board is requiring, that abutting drinking water wells be tested at the Applicant's expense. The wells located at 14 and 16 Forest Rd are to be tested at the option of the owner by a licensed and qualified hydrogeologist pre-construction and post construction (at a time designated by the Board of Health) for both quality, as

determined by the Board of Health including but not limited to nitrate levels and quantity to determine that the volume of water is consistent.

70. The Applicant shall maintain site line clear areas along Forest Road. Landscaping will be kept trimmed to prevent blocking sight distances at intersections.

71. Per the DPW director, the applicant shall replace the 6 inch waterline along Forest Road to a 8 inch waterline. This design and construction shall be paid for by the Applicant. If this work is not completed by the Applicant the Applicant will be responsible for providing the funding to the Town to complete other offsite mitigation. The amount will be determined by the DPW.

72. The following portions of the Project shall be and shall remain forever private and the Town of Salisbury shall not have, now or ever, any legal responsibility for their operation, maintenance, repair, or replacement:

- a) The entire on-site stormwater management system and all stormwater, wastewater and associated components and water connections, lines and equipment required from the public way to the Property;
- b) The interior sidewalks/walkways, driveways, roads, utilities, drainage systems, water system, wastewater and associated components, fire protection, gas if applicable, electric, telephone, and cable system and all other infrastructure shown on the Final Plans as serving the Project, including but not limited to plowing, sanding, snow removal, trash collection, and landscape maintenance;
- c) Property lighting, landscaping and screening.

#### ***E. STORMWATER MANAGEMENT***

73. The use of de-icing agents should be tightly restricted to that absolutely necessary for safety in consideration of water quality concerns. Sodium Chloride is not to be used for de-icing and only Calcium Chloride or other more environmentally protective alternative shall be used for de-icing operations. Snow and ice from snow removal operations shall be carefully controlled onsite to assure that any snow removed from the parking and roadway areas shall be deposited in the areas shown as "Snow Storage Areas" on the Final Plans. These restrictions and limitations shall be included in any maintenance contracts.

74. Snow shall never be placed within or above the stormwater management systems.

75. Stormwater Management Conditions.

- a) **Prior to starting any site work**, The SWPPP shall be provided to the contractors during construction and a copy must be kept on site during construction.
- b) The Applicant shall comply with the SWPPP during construction.
- c) The Applicant shall protect the subsurface infiltration system during construction in order to prevent a reduction in the long-term infiltration capacity of the soil. Once construction is complete the system shall be cleaned of any silt and sediment. Removal and replacement of soil shall be completed to make certain that the infiltration rate of the soil is met. The use of silt sacks within the proposed catch basins shall be used during construction.

- d) The post development impervious areas shall be consistent with the impervious areas shown on the design plans which were used to analyze and size the stormwater management system.
- e) The as-built conditions shall closely match the drainage areas shown on the post-development drainage map included in the stormwater report.
- f) Any imported fill shall have the same drainage characteristics as the existing site soils for which the stormwater analysis and design are based.

76. Stormwater Management Maintenance. The Applicant shall provide a SWPPP and an Operation and Maintenance Plan for the stormwater system (the "Stormwater O&M Plan") for review and approval by the Town Engineer and the Town's peer review consultant prior to issuance of a Building Permit. The Stormwater O&M Plan shall be referenced in the Condominium Documents.

- a) In the event that the Applicant or its successor fails to maintain the stormwater management system in accordance with such guidelines for operation and maintenance, after notice to the Applicant or successor and the failure to reasonably cure, the Town may, but is not required to, perform necessary maintenance or repairs and the Applicant or successor hereby authorizes the Town to enter the Property for this purpose. In such event, the Applicant or successor shall reimburse the Town for any and all expense associated therewith; in the event of nonpayment, the Town may place a lien on the Property and any improvement thereupon. All costs incurred by the Town in connection with its performance of such required maintenance on the Property shall be reimbursed by the Applicant or its successor to the Town within thirty (30) days of receipt of the Town's invoice for such costs, which shall constitute a municipal charge or fee, pursuant to M.G.L. c. 40, §§57 and 58.
- b) The Stormwater O&M Plan and Long-Term Pollution Prevention Plan shall be combined into a letter sized, bound document and provided to the property Owner and Operator **prior to the final certificate of occupancy**. The condition shall also require compliance with this document in perpetuity. This document shall include a simplified site plan that would highlight the location of the various Best Management Practices (BMPs). This document shall be separate from the required SWPPP and Stormwater O&M Plan.
- c) The Applicant must provide DPW with contact information for the responsible party for stormwater O&M.
- d) The Applicant must provide DPW with a copy of their annual inspection reports.

#### ***F. GENERAL CONDITIONS***

77. The Applicant or Condominium Association shall provide the Police Chief, Fire Chief, Health Director and Building Department with the name and contact information for the party to be contacted in the event of an emergency. This information shall be updated as needed but no less than annually.

78. The Applicant or Condominium Association shall be responsible for all snow plowing and proper maintenance of all access ways and sidewalks so that same are kept accessible year-round

for pedestrian and emergency access and egress satisfactory to the Town's public safety departments.

**79.** The lawn area maintenance shall be instituted for reduction/elimination of pesticides and fertilizers as recommended by the "Healthy Lawns for Healthy Families" program.

**80.** Except where specifically waived by this Comprehensive Permit, construction shall be in accordance with all applicable zoning and other bylaws, rules and regulations of the Town. In the event that the Applicant or the Board's site/civil engineering consultant, in the final design of the Project, determines that additional waivers not granted herein are required, the Applicant shall be required to obtain such additional waivers after written request to the Board. The Board may grant or withhold such additional waivers in accordance with applicable rules and regulations.

**81.** The Applicant and/or Condominium Association shall be permanently responsible for the following at the Project:

- a) all plowing, sanding, and snow removal. Snow shall be piled in designated locations as shown on the Final Plans or alternate locations acceptable to the Fire Chief. In the event that snow impairs ways such that the travel area is less than eighteen feet wide, and all designated snow removal locations have been exhausted, at the direction of the Fire Chief, the Applicant shall cause snow to be transported from the Project to an off-site location for the legal disposal thereof;
- b) all site maintenance and establishing a regular schedule for site maintenance;
- c) repairing and maintaining all on-site ways, including drainage structures and utilities therein;
- d) conducting annual inspection, maintenance and cleaning of all elements of the drainage system, including but not limited to catch basins, drain manholes, detention basins, swales and pipelines; and
- e) site lighting and landscaping.

**82.** The Applicant shall provide landscaping in accordance with the Final Plans.

**83.** All utilities and sewer/water construction and materials shall be constructed consistent with the Final Plans and otherwise in accordance with Town of Salisbury requirements except as otherwise shown on the Final Plans.

**84.** All utilities within the Premises shall be installed underground.

**85.** No stumps or construction debris shall be buried or disposed of at the Property.

**86.** The Applicant shall equip each dwelling unit with low-flow toilets and high-efficiency water sense faucets and 1.5 gallon shower heads to reduce water usage.

87. The Project shall be served by municipal water, at the Applicant's sole expense, in accordance with the Salisbury Department of Public Works requirements.
88. All proposed signage shall be compliant with MUTCD standards and the appropriate signage shall be subject to the review and determination of consistency with this Decision by the Board and the Town's Safety Officer.
89. The Applicant shall work with the Salisbury School Department to identify a safe location for the school bus stop and ensure that the planned stop location has adequate sight lines. Details of the specific location and any accommodations shall be included in the Final Plans and reviewed by the School Department and applicable public safety personnel.
90. Any retaining wall and fencing details shall be submitted to the Building Department for review and determination of consistency with the Final Plans and applicable State Building Code requirements.
91. The Applicant shall provide parking spaces as shown on the Final Plans.
92. Condominium Documents signed by residents shall prohibit non-residents from parking cars at the Property, unless the non-residents are visitors using designated 'Visitor' parking for a short term and shall specify that parking for over-sized vehicles, recreational vehicles, trailers, boats and other similar non-standard vehicles shall be prohibited.
93. If any part of this Decision is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other portion of this Decision.

#### ***G. LAPSE***

94. Any comprehensive permit granted hereunder shall lapse three years from the date that it takes final effect (i.e., the date that it is filed with the Town Clerk, subject to tolling in the event of any appeal and as provided in 760 CMR 56.05(12) (c)), unless the comprehensive permit is duly recorded before the three year period elapses and unless construction on the Project has commenced within such period. In addition, construction in accordance with this comprehensive permit shall be completed within three years of the commencement of construction. The Applicant may apply to the Board for reasonable extensions of these deadlines for good cause, but shall do so before any lapse occurs.
95. This comprehensive permit shall not be valid until it is duly recorded with the Registry of Deeds and evidence of such recording is provided to the Building Inspector and the Board. Any modification of this comprehensive permit shall be subject to 760 CMR 56 or any successor regulation thereto

#### ***H. WAIVERS***

96. Pursuant to the Waiver List submitted to the Board, the Applicant has requested, and the Board has granted, certain waivers from the Salisbury Zoning Bylaws and other local by-laws and

regulations as specified in the attached Exhibit A. No waivers are granted from requirements that are beyond the purview of M.G.L. c. 40B, §20-23, and no waivers have been granted other than those set forth in Exhibit A. No waiver of permits or inspections fees are granted.

On July 27, 2021, the Board, on a motion made by Mr. DePetrillo, to accept the list of waivers as outlined on Exhibit A for Case No. 20-30 for the proposed Development at 6 Forest Road, consisting of a total of 56 housing units pursuant to Chapter 40B, §20-23, seconded by Mr. Descoteaux, voted 4 to 1 in favor 1 opposed, Mr. Dana, Mr. Descoteaux, Mr. DePetrillo and Ms. Pawlisheck vote in favor of the motion. Mr. Schillizzi votes in opposition. Motion passes

## **V. RECORD OF VOTE**

On July 27, 2021, the Board, on a motion made by Mr. DePetrillo, to approve the **Comprehensive Permit** to allow for development as conditioned herein at 6 Forest Road, Salisbury, MA., seconded by Mr. Descoteaux, voted 4 to 1 in favor 1 opposed, Mr. Dana, Mr. Descoteaux, Mr. DePetrillo and Ms. Pawlisheck vote in favor of the motion. Mr. Schillizzi votes in opposition. Motion passes

The Board has complied with all statutory requirements for the issuance of this Comprehensive Permit. A copy of this decision will be filed with the Town Clerk. Copies of this decision have been, or will be mailed, to all parties, persons or boards as required by M.G.L. c. 40B.

**The grant of this comprehensive permit hereunder is dependent upon compliance with all of the conditions set forth above and upon the following additional terms and conditions.**

This Comprehensive Permit Decision shall be a master permit, which shall subsume all local permits and approvals normally issued by local boards, as that term is defined in 760 CMR 56.00 et seq. Upon presentation of this Comprehensive Permit and subsequent more detailed Final Plans as required pursuant to this Decision and in order to obtain other relevant approvals, together with final approval from Mass Housing pursuant to 760 CMR 56.04(7), all Local Boards shall take all actions necessary, including but not limited to issuing all necessary permits, approvals, waivers, consents, and affirmative action such as plan endorsements and requests for waivers, after reviewing such plans only to ensure that they are consistent with this Comprehensive Permit (including any waivers or lack of waivers set forth herein), the final approval of the Subsidizing Agency, and in compliance with applicable state and federal laws, regulations, and codes.

On July 27, 2021, the Board, on a motion made by Mr. DePetrillo, to allow the Chairperson to sign the decision individually for Case No. 20-30, seconded by Mr. Descoteaux, voted 4 to 1 in favor 1 opposed, Mr. Dana, Mr. Descoteaux, Mr. DePetrillo and Ms. Pawlisheck vote in favor of the motion. Mr. Schillizzi votes in opposition. Motion passes.

Any person aggrieved by this decision may appeal to a court of competent jurisdiction within 20 days as provided by M.G.L. c. 40A, § 17 or M.G.L. c. 40B, §20 et seq., as applicable.



h h h h 08/26/21  
Derek DePetrillo, Chairman Date

I hereby certify that this is a true copy of the decision rendered by the Board of Appeals and filed in the office of the Town Clerk on \_\_\_\_\_, \_\_\_\_\_; I further certify that twenty days have elapsed after the within decision was filed in the office of the Town Clerk for the Town of Salisbury, and that no appeal has been filed, or that if such appeal has been filed, that it has been dismissed or denied.

Attest:

- A. List of Waivers
- B. Documents Received
- C. Traffic Peer Review Letters

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## EXHIBIT A

### WAIVERS

(List each waiver separately, citing applicable bylaw or regulation, followed by individual votes of ZBA on each waiver)

#### TOWN OF SALISBURY ZONING BYLAW—Chapter 300

##### ARTICLE III USE REGULATIONS

###### 1. Section 300-9 and 300-12 Table of Use Regulations

An exception is being requested from this section, as the Multifamily Development with multiple principal structures as proposed in the Comprehensive Permit is a permit/use that is not specifically stated as being allowed in the By-laws.

###### 2. Article XIII Inclusionary Zoning Requirements

An exception is requested from this Section and all subsections, as the Development shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Salisbury Zoning Board of Appeals.

###### 3. Article XVII Earth Removal

An exception is requested from this Section and all subsections, as the Development shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Salisbury Zoning Board of Appeals.

###### 4. Article XVIII Site Plan Review

An exception is requested from this Section and all subsections, as the project shall follow requirements of M.G.L Chapter 40B and its regulations, guidelines, and practices. This process would be redundant with the Comprehensive Permit process as established by State regulations and by the Salisbury Zoning Board of Appeals.

##### SUBDIVISION RULES AND REGULATIONS

1. Section 7A.4 Street Width of Pavement. Requires 26' of paved surface for all residential streets, where 24' are provided for this development.

2. Section 7A.7 Street Intersection Design - Street intersections shall be laid out either directly opposite one another, or be separated by a minimum offset of 200 feet from centerline to centerline, unless otherwise specified by the Planning Board, the site provides for an offset of 170'.

3. 7A.11 Minimum Length of Tangent Between Reverse Curves - The minimum length of the tangent between reverse curves shall not be less than 150 feet, this site provides for curves less than 150'.
4. Section 7B.1 Maximum Length of Dead-End Streets. Requires a maximum length of a dead- end street of 550', the proposed street will have 1,710, as such an exception is requested from this section.

## **EXHIBIT B**

### **Documents Received:**

<b><u>Document Title</u></b>	<b><u>Author</u></b>	<b><u>Date</u></b>		
Meadowview Comprehensive Permit	Applicant	11/20/20		
Meadowview Site Plans (76 Units)	Millennium	10/26/20		
Response to Plan Review of 1/18/2021	Millennium	04/12/21		
Response to Plan Review of 1/18/2021	Millennium	06/10/21		
Response to Plan Review of 1/18/2021	Millennium	06/17/21		
Meadowview Site Plans (64 Units)	Millennium	04/12/21		
Meadowview Site Plans (56 units)	Millennium	06/10/21		
Meadowview Site Plans (56 Units)	Millennium	06/17/21		
Meadowview Grading Plan	Millennium	06/17/21		
Meadowview Color Rendering	Millennium	06/17/21		
Meadowview Site Plans (56 Units)	Millennium	07/27/21		
Meadowview Plan Peer Review	Joseph Serwatka	01/18/21		
Meadowview Plan Peer Review	Joseph Serwatka	06/15/21		
Meadowview Plan Review	Joseph Serwatka	06/21/21		
Meadowview Stormwater Management (76 Units)	Millennium	10/26/20		
Stormwater Management Peer Review	Joseph Serwatka	02/02/21		
Stormwater Management Review Responses	Millennium	04/12/21		
Meadowview Stormwater Management (64 Units)	Millennium	04/12/21		
Meadowview Stormwater Management (56 Units)	Millennium	06/10/21		
Planning Board Recommendations	Planning Board	02/01/21		

Response to Planning Board Comments	Millennium	06/10/21		
Response to Planning Board Comments	Millennium	06/17/21		
Agreement for Traffic Study Review	Bayside Engineering	12/18/20		
Traffic Memorandum Appendix (to go with original in application)	Bayside Engineering	12/03/20		
Traffic Impact and Access Study	Bayside Engineering	03/17/21		
Traffic Impact and Access Study Appendix	Bayside Engineering	03/17/21		
Traffic Memorandum	Bayside Engineering	04/12/21		
Intersection Recommendations	Bayside Engineering	05/26/21		
Traffic Updated Plans (Plans C4, C8, C9, C10)	Bayside Engineering	05/19/21		
Traffic Updated Plans (Plans C8, C9, C10)	Bayside Engineering	06/03/21		
Agreement Traffic Engineering Peer Review	Vanasse & Associates Inc	12/18/21		
Traffic Engineering Peer Review	Vanasse & Associates Inc	01/27/21		
Supplemental Traffic Engineering Peer Review	Vanasse & Associates Inc	03/31/21		
Supplemental Traffic Engineering Peer Review	Vanasse & Associates Inc	04/28/21		
Supplemental Traffic Engineering Peer Review	Vanasse & Associates Inc	06/04/21		
Salisbury Affordable Housing Trust Correspondences	Trustees	02/09/21		
Salisbury Affordable Housing Trust Correspondences	Trustees	03/15/21		
Salisbury Affordable Housing Trust Correspondences	Trustees	04/13/21		
Agreement for Water System Peer Review	Weston & Samson	05/28/21		
Meadowview Water System Peer Review	Weston & Samson	06/03/21		
Progress Summary to ZBA	Steve Paquette	03/09/21		
Extension	Attorney Robbins	06/09/21		

Questions & Additional Information Response to ZBA	Attorney Robbins	05/21/21		
Amendment to Purchase and Sales Agreement		06/21/21	received	
Response to Grafalo Dr Concerns	Steve Paquette	12/21/20		
Response to Planning Board Comments	Steve Paquette	02/25/21		
<b>ABUTTER CORRESPONDENCES</b>				
G. Stewart Mowbray		03/05/21		
Garafalo Dr Questions & Concerns		12/17/20	2/9/2021	3/23/2021
Mobray		02/02/21		
Garafalo Dr Questions & Concerns		12/17/20		
Veronica Atlantis		12/15/20		
Gretchen Grasso		12/14/20		
Terry Marengi		04/13/21		
Steven Pivacek		04/08/21		
Signatures of Opposition		04/13/21		
Kelly Burke Anderson		04/05/21		
Natalie Hildt Treat		03/24/21		
Alita Marengi		03/23/21		
Terry Marengi		03/09/21		
Dennis Murphy		07/26/21		