



TOWN OF UPTON, MASSACHUSETTS

Planning Board

Site Plan Approval Decision and Detailed Record

Date: *October 26, 2021*

The members of the Upton Planning Board hereby certify that the following is a detailed record of all the Board's proceedings regarding the Site Plan Approval application of:

Town of Upton, Town Manager
1 Main St
Upton, MA 01568

Regarding property owned by the Town of Upton located at 9 Milford St (Assessor's Map 201/Lots 53 & 54). This property is located in the Upton Center Business District. The Site Plan Approval application entitled "Proposed Upton Community Center" is dated March 16, 2021, with a final revision dated October 11, 2021. The application requests approval pursuant to the Upton Zoning Bylaws Section 9.4 Site Plan Approval to develop a new 15,000 SF± Community Center to house the Town of Upton's Library and Council on Aging Services.

A true copy of the Site Plan Approval application dated March 16, 2021, and the Shared Parking Agreement dated September 7, 2021, are attached as Exhibit 1, and are made a part of this record.

A notice of public hearing on this special permit, a true copy of which is attached as Exhibit 2, and is made a part of this record, was:

1. Published in the Milford Daily News, a newspaper of general circulation in the town on April 12, 2021 and April 19, 2021;
2. Posted in a conspicuous place in the town hall at least 14 days before the hearing on April 1, 2021 and;
3. Mailed on April 13, 2021, postage prepaid, at least 10 days before the hearing to the applicant, abutters to the property in question, owners of land directly opposite from the property in question on any private or public street or way, abutters to abutters whose property is located within 300 feet of the property line of the property in question, the planning board, and the planning board of abutting cities and towns including Grafton, Hopedale, Hopkinton, Mendon, Milford, Northbridge and Westborough. The notice was mailed to the names of persons and at the addresses as provided by the most recent tax list kept by the town assessor, with the assessor certifying such names and addresses.

4. The public hearing on this site plan approval application was opened on April 27, 2021 at 7:30 pm. At the public hearing opportunity was given to all those interested to be heard in favor or opposition to said site plan approval application. The following members of the board were present at the hearing:

- Paul Carey
- Gary Bohan
- Thomas Davidson
- Margaret Carroll

The hearing was continued to: May 25, 2021, June 8, 2021, June 22, 2021, July 27, 2021, August 10, 2021-no hearing quorum issue, September 14, 2021 and September 28, 2021.

A true copy of the minutes of the hearing is attached as Exhibit 3. The public hearing was closed on September 28, 2021.

Upon closing the hearing, the Planning Board members voted 3 to 1 on September 28, 2021 to **approve** the requested site plan approval application, with the following members present and voting as follows:

Paul Carey, Chair	voting to approve site plan approval
Gary Bohan	voting to approve site plan approval
Thomas Davidson	voting to deny site plan approval
Margaret Carroll	voting to approve site plan approval

Findings and Determinations

The Board made findings based on information submitted by the Applicant, Town officials, and Peer Review. The use meets the other provisions of the zoning bylaw and site plan regulations for site plan approval as follows:

1. The applicant is proposing an 15,000 SF± building that will house the Town of Upton's Library and Council on Aging Services ("Community Center"). This use is allowed per the Upton Zoning Bylaws in the Upton Center Business District.
2. The ZBA granted a Special Permit on April 21, 2021 to allow building up to the lot line and to allow the building height of 27 feet in the Upton Center Business District.
3. The project is to be built largely on cleared level land that is developed with an asphalt parking lot. Accordingly, there will be minimal cut and fill and no displaced wetlands. No stone walls or large trees will be removed as part of this project. Stormwater permitting is under the jurisdiction of the Conservation Commission.
4. The proposed Community Center provides for adequate pedestrian and vehicular safety for traffic and pedestrians entering the site from Route 140 as well as from the internal parking area.
5. No scenic views will be obstructed by this project.

6. Visual intrusion will be minimized as signage will be properly placed per the Site Plan and loading and dumpsters will be screened from Route 140 and the parking area.
7. Headlight glare and lighting intrusion are minimized.
8. The design and visual appearance of the proposed Community Center is consistent with the overall character of Upton Town Center.
9. Groundwater contamination will be addressed by the proposed septic system, subject to Board of Health permitting.
10. Adequate landscaping, screening, and buffers are provided per the Site Plan.

Waivers

The Applicant has requested the following waiver from the Upton Planning Board Site Plan Approval Rules & Regulations (amended June 2012):

1. Waiver from Section 1.8.19 requiring showing basements and first floor elevations of all existing buildings adjacent to the subject property.

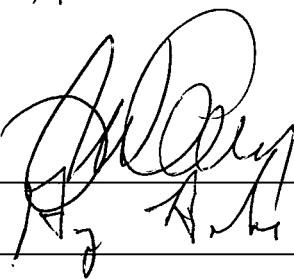
Conditions

1. Light fixtures that are provided shall be down-lit.
2. A pre-construction conference with the Code Enforcement Department and Town Staff shall be held prior to any construction activity.
3. After final plans are approved, an original set of plans on mylar shall be provided to the Planning Board and Code Enforcement Department. In addition, scanned images of all plan sheets, and a thumb drive with the AutoCAD files for the project shall be provided. Submittals shall be delivered to the Planning Board and Code Enforcement Department at least one week prior to the pre-construction conference.
4. Construction operations shall be limited to Monday through Friday between the hours of 7:00 AM and 7:00 PM, and on Saturday between the hours of 7:00 AM and 5:00 PM. There shall be no work on Sundays or Holidays unless specifically authorized in advance by the Upton Code Enforcement Department. A sign approved by the Upton Code Enforcement Department shall be posted at each construction entrance.
5. The installation of any signs for future tenants of the buildings must comply with Section 5.12 (Signs) of the Upton Zoning Bylaws. Sign permits must be obtained from the Upton Code Enforcement Department.
6. The project, including the parking plan, shall comply with the Americans with Disabilities Act and the Massachusetts Architectural Barriers Board.

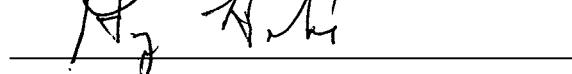
7. An Americans with Disabilities Act compliance inspection must take place before a Certificate of Occupancy can be issued for the project
8. Site Plan approval lapses if it is not exercised within two (2) years of the date on which the Planning Board decision is filed with the Town Clerk. Any lapsed Site Plan approval and any major amendment to the plan submitted in the original review process will require a new application and approval by the Planning Board.
9. Applicant shall resubmit their parking narrative and calculation, subject to the approval, prior to the issuance of a building permit, of the Planning Board, reviewing engineer and other applicable town boards, accounting for weekends, special events and area public parking capacity.

Voting Members of the Planning Board

Paul Carey, Chair



Gary Bohan, Member



Thomas Davidson, Member



Margaret Carroll, Member



Signature and Date filed with Town Clerk:

Appeal deadline: N/A



Kelly A. McLeath
October 27, 2021



March 16, 2021

Rec'd
3/16/2021
MWS

Ms. Denise Smith
Department Coordinator
Upton Planning Board
1 Main Street – Suite 10
Upton MA 01568

RE: Proposed Upton Community Center - Site Plan Review Approval

Dear Ms. Smith:

Pursuant to the Upton Zoning By-Law Section 9.4.1 Items 1) new construction exceeding 2,000 SF and 2) parking in excess of 10 spaces, and in accordance with the Upton Planning Board Site Plan Approval Rules and Regulations and on behalf of the Town of Upton and the Upton Community Center Building Committee, please accept our submission for Site Plan Approval for the Proposed Upton Community Center. Attached to this letter as appendices are the following:

- Appendix A: Town of Upton Site Plan Review Application
- Appendix B: Certified List of Abutters
- Appendix C: Stormwater Report dated March 16, 2021
- Appendix D: Estimated Water and Sewer Use Calculations
- Appendix E: Shared Parking Agreement and Parking Count Narrative
- Appendix F: Drawings

The project proposes a new, essentially single-story Community Center with an approximately 15,100 SF footprint to house the Town's Library and Council on Aging Services. A limited second story space supports mainly mechanical equipment and storage – unoccupied space. The project also proposes complete redesign of the site, including the existing municipal playground. All new development is primarily within the previously developed site area. The project proposes a shared parking agreement between the Town and the existing VFW Hall to the east, with improvements for parking both on the VFW site and the Town-owned site. Pursuant to Upton Zoning By-Law Section 15.10.6.2, review and approval of the Shared Parkin Agreement is hereby requested as part of the Site Plan Review Process.

WAIVERS/REQUESTS

We hereby identify and request waivers from or acceptance in accordance with the provisions of the Upton Zoning By-Law:

Fees: Waiver from Site Plan Review Application Fee and Stormwater Management Permit Application Fees.

Survey: Waiver from Rules and Regulations Paragraph 1.8.19 requirement to show the basement and first elevations of all existing buildings adjacent to the property.

Parking: Request for Approval of a Shared Parking Agreement in accordance with Upton Zoning By-Laws Section 5.10.6.2.



Upton Planning Board
One Main Street, Box 10 Upton, MA 01568

APPLICATION FOR:

Site Plan Approval

Site Plan Change/Modification (previously approved Site Plan)

Date March 16, 2021

To the Upton Planning Board:

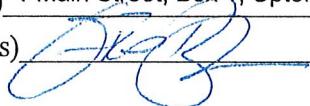
The undersigned, herewith, submits the accompanying Site Plan Approval application under the provisions of Section 9.4 Site Plan Approval of the Upton Zoning Bylaws:

Entitled Proposed Upton Community Center

Dated March 15, 2021

Name of Applicant(s) Derek M. Brindisi, Town Manager

Address of Applicant(s) 1 Main Street, Box 1, Upton, MA 02568

Signature of Applicant(s) 

Name of Owner(s) Same as Above

Address of Owner(s)

Signature of Owner(s)

The owner's title to said land is by deed dated

And recorded in the Worcester District Registry of Deeds Book 3125, Page 492

And is shown on Assessor's Tax Plate 201, Plot 053, and 054

Location and description of property 78 Milford Street

Purpose of Site Plan/Modification To develop a new 15,000 SF +/- Community Center to house the Town of Upton's Library and Council on Aging Services

**Lease and Shared Use Parking Agreement between
Town of Upton and
Upton VFW Post 5594**

This Lease and Shared Use Parking Agreement, entered into this 7 day of September, 2021 between George L. Wood Post No. 5594, Inc., of Upton, Mass., Veterans of Foreign Wars of the U.S., hereinafter referred to as "VFW" and the Town of Upton, Massachusetts, acting by its Board of Selectmen, hereinafter referred to as "Town".

In consideration of the covenants herein, the VFW and the Town agree to share certain parking facilities, which are situated in the Town of Upton, County of Worcester, and Commonwealth of Massachusetts and located on property at 9 Milford Street (the Town owned parcel) and the adjacent property located at 15 Milford Street (the VFW owned parcel) in accordance with the terms and conditions herein. The combined parking area is hereinafter called the "**Shared Parking Area**" and is shown on the site plan attached hereto: "Site Plan Upton Community Center 8 Milford Street Upton, MA. 01568" dated Feb. 23, 2021 by Turowski2Architecture and Dodson & Flinker (Exhibit A).

The VFW hereby represents that it holds legal title to the property located at 15 Milford Street, shown on Exhibit A as the parcel easterly of the boundary line running through the parking area. The Town hereby represents that it holds legal title to the property located at 9 Milford Street, shown on Exhibit A as the parcel westerly of the boundary line running through the parking area.

The parties agree:

1. SHARED PARKING AREA

The **Shared Parking Area** is shown on the attached site plan, Exhibit A. There are approximately 16 parking spaces on the Town property and approximately 69 parking spaces on the VFW property. The **Shared Parking Area** includes a total of 85 parking spaces. The VFW and Town agree not to increase nor reduce the stated number of parking spaces on their respective properties nor relocate same without prior written agreement evidencing support of both parties and the amending of this Agreement.

2. LEASE AND USE OF SHARED PARKING AREA

The Town and VFW agree to a lease and use arrangement for the **Shared Parking Area** for the mutual benefit of both parties.

The parties have identified two types of uses:

Preferred Use – Preferred Use of the **Shared Parking Area** means that one party (VFW or the Town) has preferred and priority use of the **Shared Parking Area** for a specific event or time period. It is understood that during a Preferred Use event, the Town's Community Center building, Town

Playground and VFW building may remain open and accessible to visitors, and that visitors to either the Town facilities or the VFW facilities may park in the **Shared Parking Area** on a space-available basis. The parties acknowledge that there may be certain Preferred Use events for which additional arrangements are desirable or necessary in order to accommodate the anticipated number of vehicles to be parked in connection with the event. Each party agrees to notify the other party of any such event sufficiently in advance so that appropriate arrangements may be made to cordon off segments of the **Shared Parking Area**; and the parties agree to cooperate in good faith to confirm and implement parking and access protocols that will allow for safe and efficient use of the **Shared Parking Area** in a manner that accounts for the priority status of the event. Remaining parking spots will be provided on a first come first serve basis.

Shared Use – Shared Use means that both parties may use the **Shared Parking Area** at the same time. Attendees at Shared Use Events may use the **Shared Parking Area** on a first-come first-served basis.

Specific examples of Preferred Use and Shared Use events known at the time of this Agreement include but are not limited to:

Preferred Use Events:

- **VFW Cruise Nights** – Occur Tuesday evenings, from Memorial Day to the Tuesday after Labor Day. On Cruise Nights, the VFW has Preferred Use of the **Shared Parking Area**.
- **VFW 5K Race** – Annual event typically held on a Saturday during the month of October. On race day, the VFW has Preferred Use of the **Shared Parking Area**.
- **VFW Carnival** – If the VFW has the ability to host a carnival event during the year, the dates will be mutually agreed upon by both parties and the VFW will request Preferred Use of the **Shared Parking Area**.
- **Other** – Unscheduled Individual events that occur that may require Preferred Parking will be mutually agreed upon by both parties prior to the event.

Shared Use Events:

- **Little League ballgames** - Spring, Summer and Fall.
- **Men's Club Dinner** – Monthly event in the evenings, on varying days of the week.

- **Library Book Sale** – Twice a year, in spring and fall, these are one-day events typically held on a Saturday.
- **VFW Flea Market** – Second Saturday of the month, June to October.
- **Other** – Unscheduled individual events that occur that may require Shared Parking will be mutually agreed upon by both parties prior to the event.

For avoidance of doubt, while this Agreement is based on shared use and mutual cooperation, it shall be construed as a lease to the Town of those parking spaces and associated travel ways and loading areas on the VFW-owned parcel as shown on Exhibit A, subject to the terms and conditions hereof; and the rights of the Town hereunder shall be those of a leaseholder.

3. COMPENSATION

The Town will compensate annually the VFW for the right to lease and use the VFW portion of the **Shared Parking Area** under this Agreement as follows, representing the period of time for which this Agreement may remain in place:

- Year 1-10 - Six thousand (\$6,000) annually
- Year 11-20 – Eight thousand (\$8,000) annually
- Year 21-25 – Ten thousand (\$10,000) annually

The identified compensation represents approximately a 2% inflation rate over the 25-year term. The first payment, for Year 1 – July 1, 2021 to June 30, 2022, shall be made on or before July 31, 2022, in recognition of the fact that the VFW will have full use of the VFW owned parcel through the end of October, 2021, and full use of the VFW owned parcel during the Community Center construction period except during times of work at the curb cut entry area and work for the repair and restriping of the **Shared Parking Area**. All subsequent payments shall be made by the 31st of July of each year of the agreement.

4. MAINTENANCE OF SHARED PARKING AREA

Town is responsible for any and all maintenance of the **Shared Parking Area**. This responsibility includes line striping, crack sealing, sealcoating and sweeping as normally scheduled by the Town and at the discretion of the DPW Director or the Director's designee, and such other activities as the Town elects to perform. The Town shall not be obligated to perform any such other activities, but when such activities are performed, they shall be undertaken for both the Town owned parcel and the VFW owned parcel.

In the event that damage occurs to the **Shared Parking Area** during a Preferred Use Event, the party having the preferred use for the event shall be responsible to make acceptable repairs to the damaged areas. If damage to the Shared Parking Area occurs during a Shared Use Event, the parties shall share responsibility for making acceptable repairs equally, or according to such other allocation to which the parties may agree. Both

parties will take appropriate steps to prevent and minimize any damage to the **Shared Parking Area**.

If the regular maintenance of the **Shared Parking Area** triggers a requirement for improvements and/or upgrades for compliance of the Ball Field with federal or state laws, regulations or codes, the Town and VFW agree to share the cost, at 50% to both parties, of making the required improvements and/or upgrades. The VFW may provide its cost share either through a direct payment or by the Town offsetting (crediting and deducting) the VFW share against the annual compensation payments outlined in Section 3 until the full VFW share has been paid; and the parties shall confer and cooperate to confirm the payment method. If the offset method is selected and the VFW share exceeds the amount of compensation that may be credited and deducted, the VFW shall make a direct payment for the remaining amount owed.

5. LANDSCAPING

VFW is responsible for landscaping and lawn mowing of the VFW owned property. The Town of Upton is responsible for landscaping and maintenance of Town owned property.

6. SNOW REMOVAL

The Town is responsible for snow removal for the **Shared Parking Area**. The Town may pile snow removed from the **Shared Parking Area** on the Ball Field parking area as well as on the loop road behind the VFW Post building, without affecting any fire lanes associated with the VFW Building, and as shown on Exhibit A.

7. UTILITIES

The Town agrees to pay utilities (electric) for lighting fixtures installed in or at the Shared Parking Area.

8. SIGNAGE

The Town and VFW will review and agree on any permanently installed signage to be included in the **Shared Parking Area** before the installation of such signage. Each party may post temporary signs in the **Shared Parking Area** for special events, on the day(s) of the event(s) and per the parties' notice to each other in advance of the event(s).

9. INSURANCE (Liability and Special Events)

9.1 During the term of this Agreement, The Town and the VFW shall maintain the following insurance coverages:

9.1.1 Commercial General Liability (CGL) coverage on an occurrence basis, with no limits less than \$1 million per occurrence, \$2 million general aggregate. Such coverage limits may be satisfied through the use of limits included on a master policy. This insurance shall be primary

with respect to claims arising out of a respective party's negligence or wrongful acts or omissions.

9.1.2 Automobile Liability coverage covering owned, non-owned and hired automobiles with limits no less than \$1 million combined single limit for bodily injury and property damage per accident.

9.1.3 Workers' Compensation Insurance for employees as required by the Commonwealth of Massachusetts, G.L. c. 152. All labor and services retained or contracted by the VFW for special events, including any carnival, shall be provided by companies registered to do business in the Commonwealth of Massachusetts, and such companies shall provide workers' compensation for their employees in compliance with all applicable law.

9.1.4 Additional Insured: The Town and its respective, officers, employees and volunteers shall be covered as Additional Insureds on the VFW CGL and auto liability policies, and with a dedicated limit of coverage no less than \$1 million.

9.1.5 Verification of Coverage: Each party shall furnish the other with certificate(s) of insurance evidencing the coverages required herein on or before the execution of this Agreement, and annually thereafter no later than the anniversary date of the Agreement.

10. COOPERATION

VFW and the Town of Upton agree to cooperate to the best of their abilities to mutually use the **Shared Parking Area** without disrupting the activities of other party. The parties agree to meet annually, in January, to agree to establish a schedule of events that require use of the **Shared Parking Area**. Following such meetings, an updated calendar of events, including the nature of the shared use, date and time of the events shall be prepared for review and agreement upon by both parties. Changes to events after the calendar has been agreed to shall require mutual consent and a minimum of 30 days advance notice.

11. DISPUTES

In the event of a dispute concerning implementation of or compliance with any terms or conditions of this Agreement by the VFW or the Town of Upton, the objecting party shall notify the other party and the Town Manager and VFW Commander shall meet to determine how the dispute may be resolved and whether an amendment to the Agreement is required.

13. MODIFICATIONS

The Town and the VFW agree to review this Agreement on an annual basis, in January, and to amend the Agreement to make any mutually agreed upon changes. This Agreement shall not be amended, except by subsequent written agreement of the parties.

14. CAPTIONS

The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

15. INDEMNIFICATION

To the extent permitted by law, each party ("Indemnifying Party") shall indemnify, hold harmless and defend the other party and the other party's officers, employees, and agents (the "Indemnified Party" and "Indemnified Parties") from and against any loss, damage, cost, expense, action, claim, demand or liability (including reasonable attorneys' fees) to the extent caused by or arising out of the negligence or wrongful act or omission of the Indemnifying Party or its officers, employees, volunteers, or agents. This obligation to indemnify, hold harmless and defend shall not extend to any loss, damage, cost expense, action, claim, demand or liability (including reasonable attorneys' fee) arising out of the sole negligence or wrongful acts or omissions of the Indemnified Party or the Indemnified Parties, or its or their officers, employees, or agents.

16. TERM AND TERMINATION

Subject to the parties' rights of termination, this Agreement will remain in place for a period of 25 years. The parties may agree to extend the Agreement, on such terms and conditions as they may establish.

- 16.1 **Termination Upon a Default.** A non-defaulting party may terminate this Agreement upon a Default (as defined below) by the other party by providing written notice thereof. "Default" shall mean any of the following;
 - 16.1.1 A failure by any party to timely make any payments due hereunder and such failure is not cured within thirty (30) days after notice thereof;
 - 16.1.2 A material breach (other than non-payment) of the terms of this Agreement which breach is not cured by the breaching party within thirty (30) days after notice thereof by the other party;
 - 16.1.3 Making a general assignment for the benefit of creditors, or filing for bankruptcy, reorganization or similar proceedings;
 - 16.1.4 A bankruptcy, reorganization or similar proceeding is filed against a party and is not vacated or discharged within sixty (60) days after such filing;
 - 16.1.5 A receiver or trustee is appointed for all or any part of a party's assets;
 - 16.1.6 A violation of law by a party related to or in connection with the subject matter of this Agreement.
- 16.2 **Mutual Termination.** This Agreement may be terminated at any time upon the written mutual agreement of the parties.

16.3 Termination for Convenience. The Town shall have the right to terminate this Agreement, for convenience and without cause upon 180 days' written notice to the VFW.

16.4 Obligations on Termination. In the event of termination, the parties shall be responsible for obligations accruing and owed prior to termination, except to the extent that such obligations have been voided or excused by default of the other party.

17. SUPPLEMENTAL COVENANTS

The following additional covenants, rights, responsibilities and/or agreements are part of the **Shared Parking Agreement**.

- a. This Agreement is contingent upon the Town voting to proceed with the Community Center project at the Annual Town Meeting scheduled for May 2021 or a subsequent Special Town Meeting.
- b. VFW grants the Town the right to make minor modifications to the access driveway to the **Shared Parking Area** consistent with the plans approved by the Community Center Building Committee, after review and approval by the VFW prior to any work being done. The VFW agrees that the **Shared Parking Area** will be configured as shown on Exhibit A.
- c. The Town agrees to re-dedicate the Town Playground in honor of Moe Capistran.
- d. The Town and VFW acknowledge and agree that during construction of the Community Center Building, there may be some disruption to the use of the **Shared Parking Area**, and that the Playground will be closed during construction. The Town will work with the general contractor to try to minimize such disruptions. The VFW agrees that during construction of the Community Center Building and until the completion of the project, access to the parking spots on the Town owned portion of the **Shared Parking Area** will be unavailable, and that construction trade worker parking will be allowed on the VFW owned portion from 7:00AM to 3:30PM.
- e. Should the VFW vote to sell all or a material part of the VFW owned parcel, VFW will provide written notice to the Town granting the Town the right of first refusal to purchase said property at the price stated, which shall be based upon a good faith offer to the VFW or the fair market value of the property, as mutually agreed or as determined by an appraiser selected by the Town, for a period of 120 days after receipt of notice. If the Town elects to commission an appraisal, then in no event shall the Town be required to pay a price of more than seven percent (7%) above the statement of value determined by the appraiser in order to exercise its right of first refusal.
- f. Disposition of Property. In all cases of surrender, revocation or forfeiture of a

charter, per VFW By-laws and Manual of Procedure at time of this agreement, title to all real and personal property shall immediately pass to the VFW Department (state) who shall take possession and control for disposition as directed by the Department Council of Administration for the purposes set forth in the Congressional Charter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

Witness the authorized signatures of the parties:

George L. Wood Post No. 5594, VFW

Stephen J. Saucier
Stephen Saucier, Commander

APPROVED as to legal form:

Shawn Craig
Shawn Craig, Sr. Vice Commander/Adjutant

David Kennedy
David Kennedy, Quartermaster

TOWN OF UPTON
BOARD OF SELECTMEN

Maureen L. Dwinell
Maureen Dwinell, Chair

Brett A. Simas
Brett A. Simas, Member

APPROVED as to legal form:

KP Law P.C.
by David J. Donahue
KP Law, P.C., Town Counsel

Stephen A. Matellian, Member



TOWN OF UPTON, MASSACHUSETTS

Planning Board

RECEIVED

By Kelly A. McElreath at 12:01 pm, Apr 01, 2021

**Notice of Planning Board Hearing
Pursuant to M.G.L. Chapter 40A, § 11 and
Upton Zoning Bylaw Section 9.4 Site Plan Approval**

The Planning Board of the Town of Upton, Massachusetts will hold public hearings on the following application on **Tuesday, April 27, 2021 at 7:30 pm - Virtual Meeting*** for the following:

Site Plan Approval Application dated March 16, 2021 of the Town of Upton, for the property located at 9 Milford St (Assessor's Map 201/Lots 53 & 54) to develop a new 15,000± SF Community Center to house the Town of Upton's Library and Council on Aging Services.

A copy of the application will be available for review at: <https://www.uptonma.gov/planning-board>. Any person interested or wishing to be heard on this application should call or sign in to the virtual meeting at the designated date & time.

**Note: Meeting will be held remotely due to the COVID-19 emergency; information for remote participation will be available on the agenda to be posted at: www.uptonma.gov.*

Margaret Carroll, Chair
Upton Planning Board

MDN 4/12/21 & 4/19/21



TOWN OF UPTON, MASSACHUSETTS

Planning Board

Exhibit 3

Public Hearing Meeting Minutes (Transcribed from hand-written record)

**Town of Upton, Derek Brindisi, Town Manager
Site Plan Approval Application
Proposed Upton Community Center
For property located at 9 Milford St
(Assessor's Map 201/Lots 053 & 054)**

Members present for all public hearing dates:

Paul Carey, Margaret Carroll, Thomas Davidson and Gary Bohan

April 27, 2021

Opened public hearing on site plan for Town of Upton Community Center at 8:30 p.m.

Presentation by James Brochu, Peter Turowski and Steve Kirby.

Details provided on parking and traffic circulation plan. Shared parking proposed for 85 spaces (69 required), 6 handicap spaces (4 required).

Discussion regarding emergency vehicle access.

Discussion regarding lighting plan.

Dumpster and condensers will be screened by fencing (dumpster) and vegetation.

Driveways will have sufficient sightlines.

Applicant will be submitting supplemental information to address additional questions from the Board's reviewing engineers.

Questions from the Board as to accessibility. The playground will be ADA accessible.

David Ross, Chair of EDC, questioned if sewer main could support further development down Route 140. The applicant believed this site would use only a small percentage of the new tie in.

Lyn Haggerty had a question as to accessibility of ball fields. Those fields are not part of the project, only the parking lot is. Ms. Haggerty also questioned whether parking would be sufficient – lot can fill now without the building.

Hearing continued to 7:15 on May 25, 2021.

May 25, 2021

Opened public hearing on Community Center Project. Moved to continue at applicant's request to 7:15 p.m. on June 8, 2021. Approved unanimously by roll call vote.

June 8, 2021

8:35pm: Regular meeting suspended. Motion to continue public hearing for Upton Community Center Site Plan until June 22 at 7:10 p.m. Motion passed unanimously by a roll call vote. Regular meeting resumed.

June 22, 2021

7:37 pm. Regular meeting suspended. Continued public hearing for Upton Community Center Site Plan. Questions arose as to whether a parking agreement has been reached between the VFW and the Town. In addition, the board's reviewing engineer (Stantec) is looking for an additional \$850 in fees for work done thus far. In addition, a traffic study has been provided by the applicant. Board will request Stantec to review traffic study.

Motion to continue the public hearing to July 27, 2021 at 7:15 p.m. at the applicant's request, approved 4-0 by roll call vote. Regular meeting resumed.

July 27, 2021

Regular meeting resumed then suspended at 8:05 p.m. Public hearing reopened for Upton Community Center Site Plan. The following was noted:

Applicant provided a presentation:

ZBA has granted certain waivers/special permits, ConCom has provided certain approvals with conditions,

Previous comments discussed including those provided by the board's reviewing engineer (Stantec): traffic study provided by the applicant, number of parking spots, test pits, signage, shared parking agreement between the VFW and the Town, NGrid electrical supply, temporary construction easement with the VFW (if required).

Public hearing continued until August 10, 2021, at 7:20 p.m.

August 10, 2021

Regular meeting suspended at 7:42 p.m. Motion to continue public hearing for Upton Community Center Site Plan until September 14, 2021, at 7:10 p.m. at the applicant's request. Approved by a 3-0 roll call vote. Resumed regular meeting at 7:55 p.m.

September 14, 2021

Regular meeting suspended at 8:02 p.m. Continued public hearing for Upton Community Center Site Plan.

Shared Parking Agreement has been executed between Community Center and VFW, emailed to the Planning Board prior to the meeting.

Detailed discussion regarding parking.

Gary Bohan raised concerns about the shared parking calculation and a possible overall parking deficiency even with the Shared Parking Agreement in place, which would be further exacerbated during "Preferred Events." May possibly be mitigated by modifying parking narrative and/or allowing credit for other available nearby parking spots in the analysis. Gary Bohan will submit his backup documentation.

Other board members commented on parking requirements.

The applicant provided background as to the development of the Shared Parking Agreement.

Paul Dell'Aquila offered to act as a liaison between the board and applicant to assist in clarifying and remediating any parking concerns between this meeting and the next meeting.

Motion to continue public hearing until September 28, 2021, at 7:20 p.m. at the applicant's request. Motion passed 4-0 by a roll call vote. Resumed regular meeting at 9:05 p.m.

September 28, 2021

Regular meeting suspended at 7:55 p.m. Continued public hearing for Upton Community Center Site Plan Approval.

Detailed discussion, mainly regarding parking requirements.

Motion to close public hearing. Motion passed 4-0 by a roll call vote. Resumed regular meeting at 9:25 p.m.