



September 10, 2021

Peter Matchak – Town Planner
Town of Ashland
Town Hall
101 Main Street
Ashland, MA 01721

**Re: 311 Pleasant St –Parking Lot Canopy Solar Installation Project
Site Plan Application & Special Permit**

Dear Mr. Matchak and Members of the Board:

CLC Design, on behalf of the applicant NextGrid, Inc., presents the Parking Lot Canopy Solar Installation Project proposed at 311 Pleasant St in Ashland, MA.

Existing Site Summary: The current property at 311 Pleasant St falls within the Residence B, and totals 1.91 acres. The site is comprised of one (1) building totaling approximately 28,300 sf. In addition, the site has an existing bituminous concrete parking lot, with a total 100 spaces. All existing and proposed structures are within the Residential District. In addition, there are bordering vegetated wetlands located within the parcel on the northern edge of the site and there is a perennial stream (Sudbury) within the northern portion of the parcel. Finally, the project falls within the Zone AE flood-zone with an approximate flood-zone elevation of 196.0.

Project Summary: The proposed project includes the installation of and installation of three (3) solar canopies within the existing parking lot area. The project proposes a total of 393 panels. In addition, the applicant proposes a new electrical service, including a concrete equipment pad with utility enclosures.

The applicant is submitting this project for Site Plan Review and for a Special Permit as the work falls within the Town of Ashland Floodplain Overlay District.

The proposed solar panels and parking lot canopies will be leased to the Owner and after the useful life (20-25 years) will be disassembled and removed by the applicant. In addition, the proposed parking lot canopies have no proposed lighting.

Parking & Traffic Summary: The proposed project has been designed to have no impact to the existing parking counts onsite. The proposed footings have been located to minimize impact to existing traffic patterns, including deliveries and fire department access. In addition, there are no new uses and or buildings added as part of this project so there will be no impact to traffic counts.

Drainage Summary: The existing stormwater flows overland from Pleasant St and flows through the site towards a low point in the rear of the property, and ultimately to the existing wetland resource area, as it currently flows today. The proposed project adds no new impervious area, as the proposed canopies

are all located within the bituminous concrete parking lot, and the panels are mounted on a track system in lieu of roof decking, so water flows through the canopy. The drainage pattern will not change.

It is anticipated that the project will take approximately 2-months for installation, once steel fabrication is completed. The applicant anticipates starting construction as soon as possible, following project approval.

As noted, this project requires a special permit, in accordance with the Town of Ashland Floodplain Overlay District. In accordance with, Section 9.3.2 of the Ashland Zoning Bylaws "Special Permit Criteria", we are providing the following justification statement:

1. community needs which are served by proposal;
 - a. ***The proposed project is part the MA SMART program which was approved by the State Legislator to make MA energy independent and reduce reliance on Fossil Fuels. This project serves that purpose. Through this project residents of Ashland can receive community solar discounts on their power bills. The Town of Ashland is a Green Community as of 2012 and receives state grant funding as such. The program encourages increased solar development. Lastly this project will provide short term jobs and an increase in spending during the construction period.***
2. Traffic flow and safety, including parking and loading;
 - a. ***The proposed project has no impact to traffic flow and safety as the installation of the canopy adds no new uses to the site and results in no loss of parking, and no additional traffic.***
3. Adequacy of utilities and other public services;
 - a. ***The proposed project has no impact on public services and requires no new public utilities.***
4. Neighborhood character and social structures;
 - a. ***The proposed project is located in a Residential district, however this particular site has no specific neighborhood character. In addition, the location of the solar canopies are behind the existing building, and there is an existing vegetative buffer on the east and west property line. These two elements will both limit visibility to abutters.***
5. Impacts on the natural environment; and
 - a. ***There is no new additional impervious area created by the proposed project as the solar canopies are being installed within existing impervious area footprints, resulting in no impacts to the natural environment.***

6. Potential fiscal impact, including impact on town services, tax base, and employment.
 - a. ***The proposed project will have no impact on Town services as there is no new utility services proposed as part of the project. There may be short-term jobs available as part of the installation, however no long-term employment will be impacted as there are no new buildings and or uses proposed as part of this project.***

If we can be of any further assistance regarding this matter, please contact us at our office.

Very truly yours,

CLC Design



Nathan A. Collins, P.E.
Principal

cc: Daniel Serber - NextGrid

Attachments:

1. Town of Ashland Site Plan Review Application
2. Certified Abutters List
3. Copy of Lease between Owner and NextGrid, Inc.

Enclosures

1. Plans entitled "311 Pleasant St Canopy Solar Installation Project" dated 9-10-21.



**Town of Ashland
Planning Department**

101 Main St.
Ashland, MA 01721
508.881.0101

Ashlandmass.com/193/Planning

Application for Planning Board Approval/Permit

Note: Application must be complete, with a certified plot plan and all application fees to be accepted.

Property Information:

Street Address: 311 Pleasant St

Zoning District: Res B Overlay District: N/A

Assessor's Map: 13 Lot: 52 Deed Book: 09873 Page: 0472

Current Property Owner: Richard H. Smith, President - Ashland Memorial Associates
311 Pleasant Street, Ashland, MA 01721

Permit/Approval Sought:

Special Permit (§9.3) Special Permit Amendment/Modification Design Plan Review (§9.6)

Site Plan Review (§9.4) Site Plan Modification Scenic Road Permit (Ch. 249 §20)

Earth Removal Permit (Ch. 242 §3) Site Alteration Special Permit (§5.8)

Subdivision (Include Subdivision Application Form) Wireless Communication Facilities (§6.4)

Use Type: Residential: Commercial: Industrial: Mixed Use:

Applicant Information: Owner: Tenant: Prospective Purchaser/Tenant: (Lessor of Solar)

Name: NextGrid

Address: PO Box 7775 #3069, San Francisco, CA 94120

Phone: 559-731-4645 Email: daniel@nextgrid.com

Agent's Name: Nathan A. Collins, P.E. - CLC Design

Agent's Address: 23 Deer Hollow Rd, Forestdale, MA 02644

Agent's Phone: 774-269-1861 Agent's Email: ncollins@clcdes.com

Additional Information:

Are all real estate taxes and other assessments to the Town current?: Yes

Is the parcel on a scenic road?: No Is the parcel in a flood plain?: No

Is the parcel within 100 feet of a wetland or 200 feet of a river: Yes

Is this an amendment to a previously issued Special Permit? (attach approved permit): No

Date structure(s) built?: Unknown



Description of the Relief Sought: (attach additional pages if needed)

The proposed work falls within all zoning setbacks so no relief sought

What specific zoning bylaws and/or Special Permit types are relevant to this application?:

The applicant is proposing the solar canopies as an accessory structure, allowed in Res B and has sited it within the proposed site as to not encroach on any setbacks.

Benefits of Project:

See attached

Existing use and condition of the property and surrounding neighborhood: (Please list all non-conformities.)

Existing building is used as a VFW building and there are no proposed changes to the use. All work is within the limits of the existing parking lot and there are no proposed changes to the building resulting in any non-comformance.

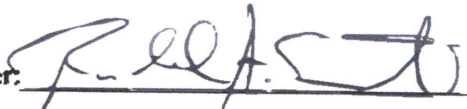
Attach Building Permit Denial letter if applicable.

By signing below you assert this application is complete and accurate to the best of your knowledge:

Signatures:

Applicant/Agent: NextGrid, LLC Applicant's Name: Daniel Serber

Agent's Relationship to Applicant: _____ Firm: _____

Owner:  Owner's Name: Richard H. Smith, President
Ashland Memorial Associates

Note: If the applicant is not the owner, please have the owner sign above or submit a letter of permission with the application.



Subdivision Application Supplemental Form:

Approval Sought:

Preliminary Plan Definitive Plan Plan Modification Lot Line Revision
 Approval Not Required (ANR)

Subdivision Name (if not an ANR): _____

Number of Lots Proposed: _____ Total Acreage: _____ Total Open Space: _____

Linear Feet of Proposed/Modified Road: _____

Are there any easements or deed restrictions on/in the development? (attach copies): _____

Will the development be any of the following?:

Senior Residential Community (See Ch.282 §7.2): No

Cluster Development (See Ch.282 §7.3): No

Assisted Elderly Facilities (See Ch.282 §7.4): No

Multi-family Dwelling (See Ch.282 §7.5): No

Accessory Family Dwelling (See Ch.282 §7.6): No

Additional Considerations:

Is the project in a Flood Hazard Area? (See Ch.282 §8): No

Was a plan submitted to the Conservation Commission?: _____ If yes, when?: _____

Will a plan be submitted?: Yes If no, signature of Conservation Agent: _____

Is the site within 500 ft. of another municipality?: No

Does the property contain walking trails and/or trees 14" in diameter or larger?: No

Additional Parties:

Engineer: Nathan Collins, P.E. Phone: 774-269-1861 Email: ncollins@clcdes.com
CLC Design

Architect: _____ Phone: _____ Email: _____

Landscape Architect: _____ Phone: _____ Email: _____

Attorney: _____ Phone: _____ Email: _____



August 3, 2021

To The Planning Board and Conservation Commission
311 Pleasant Street
Ashland Memorial Associates
Abutters To Map 13 Parcel 52

PARCEL ID	PARCEL LOCATION	OWNER NAME 1	OWNER NAME 2	MAILING ADDRESS	CITY/TOWN	STATE	ZIP
13-034-00-000	3 PONDEROSA RD	ASHLAND FISH & GAME CLUB INC		3 PONDEROSA RD	ASHLAND	MA	01721
13-035-00-000	20 PONDEROSA RD	TOWN OF ASHLAND	DPW	101 MAIN ST	ASHLAND	MA	01721
13-047-00-000	0 MYRTLE ST	COMM OF MASS - MDC		HEADQUARTERS BLDG / 20 SOMERSET	BOSTON	MA	02108
13-048-00-000	0 CORDAVILLE RD	ASHLAND FISH & GAME CLUB INC		3 PONDEROSA RD	ASHLAND	MA	01721
13-049-00-000	0 PLEASANT ST	TOWN OF ASHLAND		101 MAIN ST	ASHLAND	MA	01721
13-050-00-000	329 PLEASANT ST	CRANDALL ARTHUR R JR	THERESE O CRANDALL	97 GOULDING STREET WEST	SHERBORN	MA	01770
13-053-00-000	285 PLEASANT ST	DEGNAN ROBERT F	BARBARA A DEGNAN	285 PLEASANT ST	ASHLAND	MA	01721
13-054-00-000	281 PLEASANT ST	ANASTOS MARIETTA M		281 PLEASANT ST	ASHLAND	MA	01721
13-055-00-000	273 PLEASANT ST	NANATOVICH THOMAS	CLAIRE NANATOVICH	273 PLEASANT ST	ASHLAND	MA	01721
13-056-00-000	265 PLEASANT ST	BRADSHAW THOMAS F	MARY A BRADSHAW	265 PLEASANT ST	ASHLAND	MA	01721
13-057-00-000	259 PLEASANT ST	GENTILE CARLOYN G		259 PLEASANT ST	ASHLAND	MA	01721
13-109-00-000	260 PLEASANT ST	METROWEST FACILITIES LLC		350 PLEASANT ST	ASHLAND	MA	01721
13-110-00-000	280 PLEASANT ST	METROWEST FACILITIES LLC		350 PLEASANT ST	ASHLAND	MA	01721
13-111-00-000	330 PLEASANT ST	METROWEST FACILITIES LLC		350 PLEASANT ST	ASHLAND	MA	01721
13-112-00-000	350 PLEASANT ST	METROWEST FACILITIES LLC		350 PLEASANT ST	ASHLAND	MA	01721

The above reflects the latest information available on our records.

Richard E. Ball, M.A.A.
Director of Assessing

Date

8/3/21

15 parcels/abutters

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE (this “Assignment”), dated October 31, 2020, is made and entered into by Team Solar Inc. (“Assignor”), and NextGrid Falsebox LLC (“Assignee”). Assignor and Assignee are sometimes referred to herein individually, as “Party” and collectively, as the “Parties.”

Recitals

A. The Parties entered into that certain Development Services Agreement, dated as of August 14th 2019, (the “DSA”), pursuant to which, among other things, Assignor agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee agreed to accept and assume, all of Assignor’s right, title and interest in and to the Solar Site Lease Agreement (the “Lease Agreement”) dated May 22th 2019 by and between Team Solar Inc and Ashland Memorial Associates at 311 Pleasant St, Ashland, MA.

B. Subject to the DSA, the Parties desire to effect the assignment described above in accordance with the terms and conditions hereof.

Assignment

In consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein have the meanings set forth in the DSA.

2. **Assignment and Assumption.** Assignor hereby assigns, conveys, transfers and delivers to Assignee, upon and effective from and after the date hereof, all of Assignor’s right, title and interest in and to (i) the Equity Interests of the Project Company and (ii) the Permits and Other Documents listed on Schedule 1. Assignee, upon and effective from and after the date hereof, shall become the sole member of the Project Company and be entitled to exercise all rights and powers of a member of the Project Company, and agrees to be bound by all provisions of the Certificate of Organization, in each case in accordance with applicable Law. Assignee hereby accepts all of Assignor’s right, title and interest in and to the Equity Interests in Project Company, and assumes all of Assignor’s duties, obligations and liabilities arising with respect to the Equity Interests in Project Company.

3. **Effect of Agreement.** This Assignment is executed and delivered pursuant to the DSA and is subject to all of the terms, conditions and limitations therein. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the DSA or affect the rights of the Parties under the DSA. In the event of any conflict or inconsistency between the terms of the DSA and the terms hereof, the terms of the DSA shall govern.

4. **Further Assurances.** Assignor and Assignee mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably

necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Assignment.

5. ***Successors and Assigns; Third Parties.*** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective agents, successors and permitted assigns. This Assignment shall not confer any rights, benefits or remedies to any Person not a Party.

6. ***Governing Law.*** This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles.

7. ***Titles and Captions.*** All section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend or describe the scope or intent of any provision hereof.

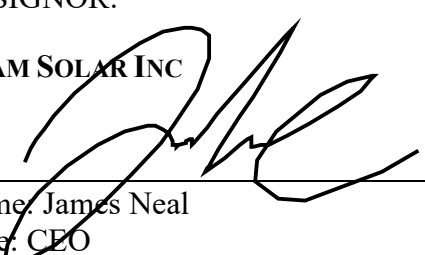
8. ***Counterparts; Electronic Signatures.*** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one assignment. Each Party hereby agrees that facsimile or electronic signatures (.pdf) shall be valid and binding on the Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Conveyance to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNOR:

TEAM SOLAR INC

By: 
Name: James Neal
Title: CEO

ASSIGNEE:

NEXTGRID FALSEBOX LLC

By: 
Name: Aaron Culig
Title: Managing Partner

FIRST AMENDMENT TO SOLAR LAND LEASE AGREEMENT

This First Amendment to the Solar Site Lease Agreement (“Amendment”) is entered into as of May 22, 2019 (“Effective Date”) by and among **Team Solar** (the “Lessee”) and **Ashland Memorial Associates** (the “Lessor”) (each a “Party” and together, the “Parties”).

Recitals

WHEREAS, the Parties entered into that certain Solar Site Lease Agreement on May 22, 2019 (the “Agreement”); and

WHEREAS, the Parties wish to amend provisions of the Agreement set forth below pursuant to Section 21.10 of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Section 3.2(a):** Substitute its entirety with, “in the event that Lessee has not issued a Notice of Commencement within twenty-four (24) months of the Effective Date; or”
- 2. Section 3.2(b):** Substitute its entirety with, “in the event that the Construction Commencement Date is more than twelve (12) months after Notice of Commencement.
- 3. Solar Energy Facility:** Amend the aggregate nameplate capacity for the solar facility to approximately 156.25kW (DC). Lease rate: \$5,500 per year

Lessee:

Team Solar

DocuSigned by:
James Neal
By: 6F2C1A065B5C435...
Name: James Neal
Title: CEO

Lessor:

Ashland Memorial Associates

DocuSigned by:
Rick Smith
By: DCBC02A15B8545F...
Name: Rick Smith
Title: pres

SECOND AMENDMENT TO SOLAR LAND LEASE AGREEMENT

This Second Amendment to the Solar Land Lease Agreement (“Amendment”) is entered into as of October 30, 2020 (“Effective Date”) by and among Team Solar (the “Lessee”) and Ashland Memorial Associates (the “Lessor”) (each a “Party” and together, the “Parties”).

Recitals

WHEREAS, the Parties entered into that certain Solar Land Lease Agreement on May 22, 2019 (the “Agreement”); and

WHEREAS, the Parties wish to amend provisions of the Agreement set forth below pursuant to Section 21.10 of the Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Section 3.1:** Substitute the first sentence of the section in its entirety with, "The term of this Lease ("the Term") shall commence on the Effective Date, and, unless terminated earlier pursuant to the provisions of this Lease, shall continue until 11 :59 PM on the day preceding the twentieth (20th) anniversary of the Full Operations Date (the "Termination Date")."

2. **Section 15.1:** Substitute the section such that Section 15.1 shall state, “Lessee can assign or transfer this Lease, or any part, without the written consent of Lessor. Lessor cannot assign or transfer this Lease, or any part, without the prior written consent of Lessee. Notwithstanding the foregoing, if Lessor shall at any time transfer its interest in the Property or this Agreement, it shall require that the transferee assume the obligations of Lessor under this Agreement occurring after such transfer. Upon such an assumption, and notice to Lessee of such assignment not less than thirty (30) days prior to the effective date of the assignment, Lessor shall be released of any obligations occurring after such transfer, and Lessee shall look solely to Lessor's successors for performance of such obligations.”

3. **Section 18.2(e):** Add a new subsection 18.2(e), which shall state, “At Owner’s request from time to time, Lessor, at no expense or liability to Lessor, shall deliver, and use reasonable efforts to cause any Property mortgagee or other Property interest holder to deliver, such acknowledgments, consents, estoppels or agreements as Lessee or its lenders may reasonably require to confirm and insure satisfactory title and priority of security in and to the Solar Energy Facility and the rights granted hereunder. Such agreements shall include an express acknowledgement by any such mortgagee or lien holder that the Solar Energy Facility is and shall remain personal property, that the Solar Energy Facility shall not become a fixture of the Property, and that the Solar Energy Facility shall not

become subject to the lien or security interest of such mortgagee or lienholder under any mortgage, deed of trust, fixture filing, or security interest in fixtures of the Property. To the extent Lessor incurs any expense in connection with this Section 18.2(e), then Lessee shall reimburse Lessor for all such expenses within ten (10) days after Lessor delivers an invoice to Lessee for the same. So long as Lessor makes such reasonable, good faith effort, Lessor's failure to obtain or deliver (or cause the delivery of) such acknowledgements, consents, estoppels, or agreements shall in no event constitute a default by Lessor.”

4. Section 18.2(f): Add a new subsection 18.2(f), which shall state, “This Agreement and Lessee’s interest and rights hereunder are and shall be subject and subordinate to the lien of any mortgage now existing or hereafter created on or against the Property, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof; provided, however that, a condition precedent to such subordination shall be that Lessor obtains from the party holding such mortgage a written agreement, in form and substance acceptable to Lessee in its sole discretion, (i) providing that so long as there is no default by Lessee beyond the applicable cure period hereunder, Lessee’s right to possession of the Leased Premises shall not be disturbed by the holder of any such mortgage, and (ii) disclaiming any interest by such holder in Lessee’s interests in the Solar Energy Facility or its production (a “Non-Disturbance Agreement”). So long as the holder of any such mortgage executes and delivers a Non-Disturbance Agreement, Lessee agrees, at the election of the holder of any such mortgage, to attorn to any such holder and Lessee further agrees upon written demand from Lessor to execute, acknowledge and deliver, within thirty (30) days of receipt of Lessor’s demand, commercially reasonable documents that might reasonably be required to separately document a subordination and/or attornment as set forth in this Section 18.2(f) as shall be requested by any such holder. Within sixty (60) days of execution of this Agreement and upon the written request of Lessee, Lessor shall use commercially reasonable efforts to obtain from any current mortgage or lien holder of the Property (as of the date of this Agreement) a Non-Disturbance Agreement. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said sixty (60) days, then Lessee may, at Lessee's option, directly contact such current mortgage or lien holder and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement. The inability of Lessee to obtain written confirmation of non-disturbance and attornment pursuant to this Section 18.2(f) shall in no event be a default by Lessor or Lessee.”

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

Lessee:
Team Solar Inc

By: DocuSigned by:
James Neal
6F2C1A065B5C435...

Name: James Neal
Title: President

Lessor:
Ashland Memorial Associates

By: DocuSigned by:
Rick Smith
DCBC02A15B8545F...

Name: Richard H. Smith
Title: President