

City of Marlborough Public Meeting Posting

Meeting Name: City Council Urban Affairs Committee
Date: October 25, 2021
Time: 7:30 PM
Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2021 OCT 20 P 3:33

This meeting will be held in the City Council Chamber. Public attendance is permitted. The meeting will be televised on WMCT-TV (Comcast Channel 8) or Verizon/Fios Channel 34) or you can view the meeting using the link under the Meeting Videos tab on the city's website, home page (www.marlborough-ma.gov).

9/27/21 – Order No.21-1008404: Proposed Master Concept Plan and Development Agreement submitted by Attorney Peter Tamm on behalf of the Campus at Marlborough in the Results Way Mixed Use Overlay District (RWMUOD).

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.



IN CITY COUNCIL

Marlborough, Mass. SEPTEMBER 27, 2021

ORDERED:

That the Proposed Master Concept Plan and Development Agreement as submitted by Attorney Peter Tamm on behalf of the Campus at Marlborough within the Results Way Mixed Use Overlay District (RWMUOD), be and is herewith referred to the **URBAN AFFAIRS COMMITTEE.**

ADOPTED

ORDER NO. 21-1008404

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 SEP 23 A 8:00

goulston&storrs
counsellors at law

Peter Tamm, Esq.
ptamm@goulstonstorrs.com
(617) 574-7891 (tel)
(617) 574-4112 (fax)

September 22, 2021

VIA HAND DELIVERY

Marlborough City Council
Marlborough City Hall, Second Floor
140 Main Street
Marlborough, MA 01752

URBAN
AFFAIRS

Re: Master Concept Plan and Development Agreement for the Campus at Marlborough, Simerano Drive and Martinangelo Drive, Marlborough, MA (the "Property")

Dear Members of the City Council,

On behalf of BH GRP TCAM Owner LLC, an affiliate of Greatland Realty Partners (the "**Proponent**"), I am pleased to submit the enclosed materials in connection with the development of the above-referenced Property for the Council's consideration:

1. Proposed Master Concept Plan; and
2. Proposed Development Agreement.

The submission of these materials for review and approval of the Council follows on the Council's recent expansion of the Results Way Mixed Use Overlay District zoning (the "**RWMUOD**") over the Property, in order to facilitate the mixed-use, master-planned development of the approximately 120-acre site.

You will note that, at this stage, the Master Concept Plan provides an appropriate level of preliminary design and site planning. While not required, in order to provide the Council additional insight into the beneficial impacts of the full scope of planned development on the Property, we have also included the following studies for reference:

3. Fiscal Impact Analysis; and
4. Traffic Analysis Memorandum.

As you may recall, following approval of the Master Concept Plan and Development Agreement by the Council, the process set forth under the RWMUOD zoning regulations requires the Proponent to again appear before the Council for site plan approval, which will provide greater detail in terms of design and specifications of individual buildings and site improvements. As part of this process, the Proponent is committed to assessing and implementing the "environmental strategies" identified in the Development Agreement, to advance key sustainability goals in the development of new buildings planned for the Property. We expect that these detailed site plans will also reflect specific tenant requirements and this process will ensure continued input and oversight by the Council prior to construction.

We look forward to reviewing the enclosed Master Concept Plan and Development Agreement with the Council, as this represents the next step in the repositioning of the Property to realize its potential as a major regional job and innovation center.

Please do not hesitate to reach out if you have any questions. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Peter Tamm", with a long horizontal flourish extending to the right.

Peter Tamm, Esq.

Enclosures

1. Proposed Master Concept Plan;
2. Proposed Development Agreement;
3. Fiscal Impact Analysis; and
4. Traffic Analysis Memorandum

cc (via e-mail):

Mr. Kevin Sheehan, Greatland Realty Partners
Ms. Teri Ford, Greatland Realty Partners
Mr. David O. Gillespie, AvalonBay Communities, Inc.

ATTACHMENT #1: PROPOSED MASTER CONCEPT PLAN

ATTACHMENT #2: PROPOSED DEVELOPMENT AGREEMENT

ATTACHMENT #3: FISCAL IMPACT ANALYSIS

ATTACHMENT #4: TRAFFIC ANALYSIS MEMORANDUM

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of the ____ day of _____, 2021, by BH GRP TCAM Owner, LLC, a Delaware limited liability company (together with its successors-in-interest, each an "Owner") and the City of Marlborough, Massachusetts (the "City").

RECITALS

WHEREAS, Owner is the owner of approximately 120 acres of land located at 100, 110, 250 and 350 Campus Drive, Marlborough, Middlesex County, Massachusetts, as more particularly described in Exhibit A attached hereto (the "Property"), which Property comprises two tracts of land bisected by a private way known as Martinangelo Drive (the tract of land to the north of Martinangelo Drive being referred to herein as the "Residential Site" and the tract of land to the south of Martinangelo Drive being referred to herein as the "Campus Site"); and

WHEREAS, the Owner's title to (i) the Residential Site is pursuant to a deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 74877, Page 462; and (ii) the Campus Site is pursuant to a deed recorded with Registry in Book 74877, Page 455; and

WHEREAS, the Campus Site is subjected to a condominium form of ownership pursuant to a Master Deed dated November 10, 2004 and recorded in the Registry in Book 44111, Page 102 and a Declaration of Trust dated November 10, 2004 and recorded in the Registry in Book 44111, Page 142 (collectively, the "Condominium Documents"); and

WHEREAS, the Property may constitute one or more parcels or condominium units from time to time (each, hereinafter a "Development Parcel"); and

WHEREAS, the Campus Site is currently developed by commercial buildings comprising approximately 550,000 square feet of office space constructed as Phase I of the Campus at Marlborough master development (the "Master Development") pursuant to a June 1997 Site Plan Approval (the "Phase I Site Plan Approval"); and

WHEREAS, the development of additional commercial development has previously been authorized upon the Campus Site pursuant to a Site Plan Approval (SP-2005-0016) issued on November 22, 2005 by the Marlborough Site Plan Review Committee (the "SPRC") for Phase II of the Master Development (as modified as described below, the "Phase II Site Plan Approval", and together with the Phase I Site Plan Approval, the "Existing Site Plan Approval"), permitting the construction of an additional 650,000 square feet of office space and 2,528 net new parking spaces on the Campus Site; and

WHEREAS, on December 19, 2005, the Marlborough City Council issued a Sewer Connection Permit allowing up to 50,232 gallons per day (GPD) of wastewater discharge from Phase II of the Master Development (the "Sewer Connection Permit"), in addition to 64,875 GPD from Phase I of the Master Development, for a total of 115,107 GPD for the Campus Site, of which approximately 60,000 gallons per day (GPD) remain available for use; and

WHEREAS, although the buildings and improvements authorized by the Sewer Connection Permit and the Phase II Site Plan Approval have not yet been commenced, both of these approvals been extended by the City Council a number of times, most recently on November 5, 2018, and were automatically tolled during the State of Emergency relating to the COVID-19 Pandemic pursuant to Section 17(b)(iii) of Chapter 53 of the Acts of 2020, such that both the Sewer Connection Permit and the Phase II Site Plan Approval remain in effect through March 9, 2022; and

WHEREAS, on July 7, 2021, the SPRC approved a modification of the Phase II Site Plan Approval to allow for the construction of an approximately 312-space (including 197 net new spaces), four-story structured parking facility containing approximately 84,200 square feet of floor area (such parking facility, once constructed, together with the approximately 550,000 square feet of existing office spaces, the “Existing Improvements”), and no other improvements have been constructed under the Phase II Site Plan Approval; and

WHEREAS, on June 7, 2021, the City Council rezoned the Property to be included within the Results Way Mixed Use Overlay District (the “Overlay Zoning”), as set forth in Section 650-33 of the Zoning Ordinance of the City of Marlborough, Massachusetts (the “Zoning Ordinance”) originally adopted by the City on December 21, 2012 and amended on June 7, 2021; and

WHEREAS, the Owner now intends to complete the master-planned development of the Property by the construction of buildings and structures thereon (each, a “Component”) to be used for a variety of uses including, without limitation, office, biomanufacturing, research and development, multifamily residential, retail and restaurant uses (the “Project”), to be located on one or more Development Parcels, all pursuant to the Overlay Zoning and in accordance with this Agreement; and

WHEREAS, the City has approved that certain master concept plan depicting the Project and the Existing Improvements entitled, “Master Concept Plan RWMUOD Subdistrict 2” dated September 16, 2021, prepared by VHB (the “Master Concept Plan”) and included as **Exhibit B**; and

WHEREAS, as required under the terms of the Overlay Zoning, the Owner agrees to impose on the Property the limitations set forth herein, for the benefit of the City, which shall have the power to enforce the terms hereof; and

WHEREAS, the Owner and the City wish to set forth herein their agreement on the aforementioned matters; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

AGREEMENT

ARTICLE I. IMPLEMENTATION OF PROJECT

Section 1.01 Site Plan Approval. All components of the Project shall hereinafter require site plan approval from the City Council in accordance with the requirements of the Overlay District. It is the intent of the parties that the Owner's (or its designee's) first commercial application for plan approval for a new commercial Component of the Project on the Campus Site under the regulations of the Overlay District will also include and incorporate the Existing Improvements. Approval of such Component of the Project by the City Council under the regulations of the Overlay District shall supersede the Existing Site Plan Approval, which shall then no longer govern the Existing Improvements. For the avoidance of doubt, upon such approval, the Existing Improvements will be governed by the regulations of the Overlay District and no longer be subject to the requirement set forth in Section 650-5B{63} of the Zoning Ordinance that the Campus Site be held in "common ownership."

Section 1.02 Third Party Consultants. The City Council, in connection with its review of any special permit and/or site plan review application submitted in connection with any Component(s) under the terms of the Overlay Zoning, shall be permitted to retain the experts and consultants reasonably determined by the City Council as necessary to conduct an appropriate review of any such application. The reasonable costs and expenses of such experts and consultants shall be paid by the Owner of the Development Parcel(s) upon which such Component is located. The City Council shall provide such Owner with the Council's selected name, scope of services and projected costs of the expert or consultant it proposes to retain. Such Owner shall have five (5) business days, from the date of such Owner's receipt of the City Council's proposed selection, to approve or object to that proposed selection, and any such objection shall be in writing and shall specify the reasons for objection. If the Owner fails to object, the Owner shall be deemed to have approved the City Council's selection. If the Owner objects and the basis for objection cannot be resolved, the City Council shall provide the Owner with an alternative selection. An Owner shall, within thirty (30) calendar days of such Owner's receipt, pay any invoice provided to such Owner by the City Council relating to services provided by a selected expert or consultant that has been approved pursuant to the foregoing, in connection with a special permit and/or site plan review application submitted in connection with any Development Parcel(s) owned by such Owner.

Section 1.03 Project Phasing. The Owner is currently proceeding with planning for construction of the four-story parking structure described above to enhance and support the Existing Improvements. Additional Project phases and Components are identified on the Master Concept Plan. Although market conditions will dictate the phasing of the further development of the Property, at present it is envisioned that planning, permitting and construction of both the Residential Component and Bio-Ring Building 5, each as shown generally on the Master Concept Plan, will proceed within one (1) year of the execution of this Agreement.

ARTICLE II. REQUIRED MITIGATION

Section 2.01 Housing. The developer of the Residential Site shall make a one-time payment to the City prior to the issuance of any building permit for the construction of a residential dwelling unit on the Residential Site equal to \$300,000.00 (\$3,000.00 per residential dwelling unit (such

amounts being referred to as the “Residential Development Contribution”) to be used by the City, acting by and through the City Council, to assist in the identification and implementation of zoning, economic and other strategies to foster professional, retail and commercial development initiatives as well as the development of affordable housing which may include, without limitation, the preparation or renewal of a housing production plan in accordance with the rules and regulations of the Massachusetts Department of Housing and Community Development (760 CMR 56.03(4)) and the funding of the implementation of the goals and objectives set forth in such plan. The Residential Contribution shall be due and payable upon the issuance of a building permit for the applicable residential dwelling unit. The payment of the Residential Development Contribution by the Owner of the Residential Site is made in recognition of the benefits to the Property of such undertakings by the City. The payment of the Residential Development Contribution by the Owner of the Residential Site shall be the exclusive payment required for the subject matter of this paragraph (including without limitation, toward the production of affordable housing) notwithstanding anything in the City of Marlborough Zoning Ordinance to the contrary, as the same may be amended.

Section 2.02 Transportation. Analysis prepared in connection with the Project as shown on the Master Concept Plan indicates that the completion and occupancy of the Project is expected to result in a moderate decrease in peak hour traffic relative to the traffic impacts assessed in connection with the Phase II Site Plan Approval. Notwithstanding this anticipated reduction in projected peak hour traffic impacts, the Owner shall be responsible for performing all remaining transportation monitoring, funding and mitigation actions as previously required by the Phase II Site Plan Approval and as updated for the Project and referenced in Exhibit C attached hereto.

Section 2.03 Fire/Public Safety. Within five (5) days of the full execution of this Agreement, the Owner shall contribute \$25,000 to the City (“Public Safety Contribution”). The Public Safety Contribution may be used by the City to further the planning, acquisition, design and/or construction of a new fire station on the City’s west side or for other public safety measures.

Section 2.04 Environmental Strategies. As design of the Project is only at a conceptual stage, the Owner agrees to proactively consider implementation of a comprehensive array of environmental strategies in connection with each application for site plan approval of any new Component, in furtherance of the following goals intended to improve sustainability and to enhance protection of the adjacent natural resources:

- Reduction of individually occupied vehicles accessing the site;
- Reduction of the use of other resources used by property occupants (water, sewer, electricity);
- Encouragement of various program types (housing, office, service retail) to allow occupants to stay on site;
- Management and mitigation of the impacts of flooding on the site and adjacencies;
- Implementation of best practice stormwater management measures; and
- Enhancement of the quality of natural resources on and adjacent to the property.

The specific environmental strategies employed for each Component will be informed by the summary attached hereto as Exhibit D (the “Environmental Strategies”) and identified in plans and documentation to be submitted to and reviewed by the Marlborough City Council in the

course of the Site Plan Approval process. In order to enhance the Property, the Owner agrees to diligently pursue and, to the extent practicable, implement at its sole cost and expense measures consistent with the Environmental Strategies.

ARTICLE III. PEDESTRIAN AND VEHICULAR INTERCONNECTIVITY

Section 3.01 Internal Roadways and Common Areas. The Condominium Documents set forth certain easements and maintenance obligations with respect to the shared roadways and pedestrian walkways located on the Campus Site. Notwithstanding the foregoing, the Owner shall have the right to terminate or modify from time to time the Condominium Documents, provided that a replacement agreement or agreements are put in place with respect to the Property (in the Owner's reasonable discretion) to ensure the ongoing maintenance of all internal roadways in accordance with in §650-33J(1) of the Zoning Ordinance.

Section 3.02 Public Access and Connectivity. In order to enhance public safety and access outside of the internal site roadways and access drives on the Property, upon receipt of the Public Safety Contribution, the City shall, with the cooperation of the Owner, complete all necessary procedures to accept Martinangelo Drive and that portion of Campus Drive as a public way, in order to provide uninterrupted and continuous public access and connectivity between Forest Street and Simarano Drive.

Section 3.03 Public Financing. To assist the City in economic development activities, the Owner shall (at no out of pocket cost to the Owner) cooperate with and support the City in its application to obtain grant financing or public monies for public infrastructure improvements which monies provide a direct or indirect benefit to the Property. The City shall (at no out of pocket cost to the City) cooperate with and support the Owner in its application to obtain any required permits and approvals for the Project.

ARTICLE IV. MISCELLANEOUS

Section 4.01 Term. The terms hereof shall bind the Property for a period of thirty (30) years from the date when this Agreement is recorded with the Registry, which Agreement shall be senior in priority to any liens, encumbrances or mortgages. It is the intention of the parties that, except as otherwise set forth herein, the Agreement shall run with the Property for said thirty (30) years, notwithstanding any foreclosure of any lien on the Property by any entity. The Agreement is subject to the terms of M.G.L. Chapter 184, as hereinafter provided.

Section 4.02 Successors and Assigns; Binding Effect; Enforcement. The Owner may convey any Development Parcel(s) to any successor entity(ies), upon which transfer, such new entity(ies) shall be deemed an "Owner" of such Development Parcel(s), and the use of the term "Owner" herein shall be deemed to collectively include any such successor entity(ies). Each and every term, condition and provision hereof shall be fully enforceable and binding on the City and the Property (and/or each Development Parcel, as applicable). The City shall have the right to enforce the terms hereof insofar as they pertain to the Owner of each Development Parcel. The City may elect to exercise such rights by appropriate legal proceedings for monetary and/or injunctive and other equitable relief against any violation by such Owner, including, without limitation, specific performance and/or relief requiring removal of any improvements constructed on such

Development Parcel in violation of the terms hereof (it being agreed that the City has no adequate remedy at law), and such right shall be in addition to, and not in limitation of, any and all other rights and remedies available to the City in law and in equity. A default hereunder by the Owner of a Development Parcel(s) shall not constitute a default hereunder by the Owner of any other Development Parcel(s), and the City shall have no right to enforce the terms hereof against the Owner of a Development Parcel except in the event of a violation related to the Development Parcel(s) owned by such Owner. The City shall have the option to enforce the terms hereof, but does not have the obligation to do so. By its acceptance of this Agreement, the City does not undertake any liability or obligation relating to the condition of the Property, nor does the City's execution of this Agreement operate as a waiver of the requirements of any state or local laws, rules, regulations, or ordinances applicable to the use of the Property or any part thereof. The Owner of any Development Parcel(s) shall reimburse the City for all reasonable costs and expenses (including, without limitation, attorneys' fees) incurred by the City in enforcing this Agreement against such Owner and/or its Development Parcel(s) or in remedying or abating any violation on such Development Parcel(s), provided that such Owner is adjudged to be in violation of this Agreement by a court of competent jurisdiction or such Owner acknowledges the same. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 4.03 Opportunity to Cure. Failure by the Owner of any Development Parcel(s) to perform any term or provision of this Agreement shall not constitute a default under this Agreement unless and until the defaulting Owner fails to commence to cure, correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other City and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Owner exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Owner shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the City.

Section 4.04 Limitations on Liability. The obligations of any Owner does not constitute personal obligations of its members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The City shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Agreement or otherwise. The liability of the Owners is in all cases limited to their interest in their applicable Development Parcel(s) at the time such liability is incurred and shall not extend to any other portion of the Property.

Section 4.05 No Public Grant. Except as provided in Section 3.02 above, the restrictions hereby conveyed do not grant to the public in general any right to enter the Property. All rights not expressly granted hereby are reserved to the Owner of each Development Parcel, including, without limitation, fee ownership of the Property.

Section 4.06 Attorney's Fees. Each of the parties hereto shall be responsible for their own attorney's fees incurred in connection with the preparation and review of this Agreement.

Section 4.07 Estoppel Certificate. The City agrees from time to time to execute a certificate in form and substance reasonably satisfactory to the Owner of any Development Parcel evidencing

such Owner's compliance with the terms and conditions of this Agreement, provided that such Owner is then, in fact, in compliance with the terms and provisions of this Agreement, and if not, such certificate shall specify such Owner's non-compliance.

Section 4.08 Recording; Amendment. The Owner, at its sole expense, shall record this Agreement at the Registry. This Agreement can only be modified if such modification is in writing signed by the City, the Owner and, if applicable, the Owner of all Development Parcels affected by such modification.

Section 4.09 Notices. Any notices hereunder shall be in writing and shall be deemed duly given upon receipt if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the City or the Owner, as applicable, at the addresses set forth below; provided, however, that the City, the Owner and/or any Owner of a Development Parcel may, from time to time, designate an additional or substitute address for such notices (provided, that such designation must be made by notice given in accordance with the foregoing).

To the City of Marlborough:

City of Marlborough
140 Main Street
Marlborough, MA 01752
Attention: Mayor

With a copy (which shall not constitute notice) to:

City of Marlborough
140 Main Street
Marlborough, MA 01752
Attention: City Solicitor's Office

To Owner:

BH GRP TCAM Owner, LLC
c/o Greatland Realty Partners LLC
One Federal Street, 18th Floor
Boston, MA 02110
Attention: Kevin T. Sheehan, Managing Partner

With a copy to:
Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Peter Tamm, Esq.

To Residential Site Developer:

AvalonBay Communities, Inc.
600 Atlantic Avenue, 20th Floor
Boston, MA 02210
Attention: David O. Gillespie
Vice President- Development

With a copy to:
Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attn: Steven Schwartz, Esq.

Section 4.10 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 4.11 Counterparts; Signatures. This Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

Section 4.12 Force Majeure. The Owner shall not be considered to be in breach of this Agreement for so long as the Owner is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of the Owner.

Section 4.13 City Council Approval and Authorization. The City Council hereby approves the provisions of this Agreement, which approval shall be set forth in an order to be recorded herewith by the Owner at its sole expense, with a copy of the recorded document to be provided to the City Solicitor's Office. The City Council hereby authorizes the Mayor to execute this Agreement on the City's behalf, and to monitor and enforce compliance by the Owner and by the Owner of each Development Parcel with the Agreement's terms and conditions.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this ____ day of _____, 2021.

OWNER:

BH GRP TCAM Owner, LLC, a Delaware limited liability company

By: _____
Name: Kevin T. Sheehan
Title: Authorized Real Estate Signatory

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss,

On this ____ day of _____, 2021 before me, the undersigned notary public, personally appeared Kevin T. Sheehan, as Authorized Real Estate Signatory of BH GRP TCAM Owner, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of BH GRP TCAM Owner, LLC.

Notary Public
My Commission Expires: _____

CITY:

The City of Marlborough

By: _____

Name: Arthur G. Vigeant

Title: Mayor

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss,

On this ___ day of _____, 2021 before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Marlborough.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description

TRACT I:

A certain parcel of land located on the easterly sideline of Forest Street, northerly sideline of Martinangelo Drive and the westerly sideline of Simarano Drive.

Beginning at an iron pin on the Westerly side of Simarano Drive marking the Northeasterly corner of the herein described parcel at land now or formerly of Forest Realty Trust;

- THENCE Southerly following a curve to the right having a radius of 417.49 feet for a length of 130.09 feet to a point;
- THENCE S 04° 02' 51" W 235.92 feet to a point;
- THENCE Southerly following a curve to the left having a radius of 707.90 feet for a length of 391.82 feet to a point at Martinangelo Drive, the last three courses following said Simarano Drive;
- THENCE Southwesterly following a curve to the right having a radius of 25.00 feet for a length of 37.39 feet to a point;
- THENCE S 58° 01' 49" W 24.20 feet to a point;
- THENCE Southwesterly following a curve to the left having a radius of 530.00 feet for a length of 326.54 feet to a point;
- THENCE S 22° 43' 48" W 183.04 feet to a point;
- THENCE Southwesterly following a curve to the right having a radius of 400.00 feet for a length of 567.55 feet to a point;
- THENCE N 75° 58' 29" W 447.54 feet to a point;
- THENCE Northwesterly following a curve to the right having a radius of 25.00 feet for a length of 34.52 feet to a point at Forest Street, the last seven courses following said Martinangelo Drive;
- THENCE Along said Forest Street N 03° 07' 56" E 145.28 feet to a point at land now or formerly of Special Olympics Massachusetts, Inc.;
- THENCE S 72° 30' 51" E 183.28 feet to a point;
- THENCE S 87° 13' 33" E 127.09 feet to a point;
- THENCE N 02° 46' 27" E 491.15 feet to a point;

THENCE N 87° 13' 33" W 110.55 feet to a point;

THENCE N 18° 07' 14" E 679.81 feet to a point at land now or formerly of BND Realty, LLC, the last five courses following said land of Special Olympics Massachusetts, Inc.;

THENCE S 52° 29' 33" E 385.60 feet to an iron pin;

THENCE N 24° 55' 36" E 400.00 feet to an iron pin at said land of Forest Realty Trust, the last two courses following said land of BND Realty, LLC;

THENCE S 77° 37' 05" E 84.75 feet to a point;

THENCE S 78° 12' 16" E 165.60 feet to said iron pin at Simarano Drive marking the point and place of beginning, the last two courses following said land of Forest Realty Trust.

The herein described parcel containing 23.88 acres, is depicted as Lot 1A on Plan 393 of 2008 recorded at the Middlesex Registry of Deeds Southern District.

TRACT II:

A certain parcel of land located on the easterly sideline of Forest Street, southerly sideline of Martinangelo Drive and the westerly sideline of Simarano Drive.

Beginning at a point at the northwesterly corner of Tract II, said point being a point on a curve at the intersection of Forest Street and Martinangelo Drive;

THENCE Northerly, easterly and southeasterly and curving to the right along the arc of a curve having a radius of 25.00 feet, a length of 41.64 feet by said Martinangelo Drive to a point of tangency;

THENCE S 75° 58' 29" E a distance of 430.51 feet to a point of curvature;

THENCE Southeasterly, easterly and northeasterly and curving to the left along the arc of a curve having a radius of 460.00 feet, a length of 652.68 feet to a point of tangency;

THENCE N 22° 43' 48" E a distance of 183.04 feet to a point of curvature;

THENCE Northeasterly and curving to the right along the arc of a curve having a radius of 470.00 feet, a length of 289.57 feet to a point of tangency;

THENCE N 58° 01' 49" E a distance of 24.20 feet to a point of curvature;

THENCE Northeasterly, easterly and southerly and curving to the right along the arc of a curve having a radius of 25.00 feet, a length of 37.39 feet to a point of reverse curvature at Simarano Drive, the previous seven (7) courses bounding by said Martinangelo Drive;

[Exhibit A]

THENCE Southerly and southeasterly and curving to the left along the arc of a curve having a radius of 707.90 feet, a length of 215.58 feet to a point of tangency;

THENCE S 53° 43' 17" E a distance of 1,041.48 feet to a point on a stone wall at land now or formerly of Jeremiah 29 LLC, the previous two (2) courses bounding by said Simarano Drive;

THENCE S 63° 50' 08" W a distance of 75.64 feet to a drill hole in said stone wall;

THENCE S 04° 29' 23" W a distance of 212.08 feet to a drill hole in said stone wall;

THENCE S 04° 19' 01" W a distance of 182.90 feet to a point in said stone wall;

THENCE S 05° 59' 39" W a distance of 81.42 feet to a drill hole in said stone wall;

THENCE S 07° 31' 20" W a distance of 100.55 feet to a drill hole at land now or formerly of Synopsys Inc., the last five (5) courses following said land of Jeremiah 29, LLC;

THENCE S 11° 59' 50" W a distance of 172.03 feet to a drill hole in said stone wall;

THENCE S 10° 48' 13" W a distance of 97.40 feet to a drill hole in said stone wall;

THENCE S 32° 52' 04" E a distance of 53.51 feet to a drill hole in said stone wall;

THENCE S 22° 42' 21" W a distance of 261.50 feet to a drill hole in said stone wall;

THENCE S 23° 57' 00" W a distance of 253.47 feet to a drill hole at the end of said stone wall, the previous five (5) courses following said land of Synopsys Inc.;

THENCE partly by said land of Synopsys, Inc. and partly by land now or formerly of 445 Simarano Drive Marlborough LLC S 10° 40' 44" W a distance of 1,200.67 feet to a drill hole in a stone wall at land now or formerly of Astor Group, LLC;

THENCE N 11° 09' 41" W a distance of 175.44 feet by said land of Astor Group, LLC to a drill hole in said stone wall;

THENCE partly by said land of Aster Group, LLC and partly by land now or formerly of Cil Cedar, LLC N 12° 50' 20" W a distance of 231.07 feet to a point;

THENCE N 15° 08' 40" W a distance of 274.10 feet to a point at the end of said stone wall;

THENCE N 18° 18' 39" W a distance of 118.80 feet to a point

THENCE N 87° 39' 22" W a distance of 204.49 feet to a drill hole;

THENCE N 86° 27' 30" W a distance of 105.17 feet to a point;

THENCE N 82° 27' 30" W a distance of 90.14 feet to a point;

[Exhibit A]

THENCE N 86° 57' 30" W a distance of 259.33 feet to a point, the previous seven (7) courses bounding by said land of Cil Cedar, LLC;

THENCE partly by said land of Cil Cedar, LLC and partly by land now or formerly of CPI 261 Cedar, LLC N 85° 57' 30" W a distance of 248.86 feet to a drill hole in a stone wall;

THENCE N 14° 18' 09" E a distance of 259.97 feet to a drill hole in said stone wall;

THENCE N 14° 54' 29" E a distance of 287.62 feet to a point on said stone wall;

THENCE N 83° 36' 37" W a distance of 151.25 feet to a point on said stone wall;

THENCE N 85° 59' 27" W a distance of 158.45 feet to a drill hole in said stone wall;

THENCE N 85° 48' 35" W a distance of 260.31 feet to a drill hole in said stone wall, the last five courses following said land of CPI 261 Cedar, LLC;

THENCE partly by said land of CPI 261 Cedar, LLC and partly by land now or formerly Yellow Brick, LLC N 86° 16' 15" W a distance of 238.14 feet to a point in said stone wall;

THENCE N 21° 41' 00" E a distance of 313.82 feet to a point on said stone wall;

THENCE N 14° 49' 11" E a distance of 63.74 feet to a point on said stone wall;

THENCE N 01° 02' 29" E a distance of 25.09 feet to a point on said stone wall;

THENCE N 23° 24' 36" W a distance of 48.67 feet to a drill hole in said stone wall;

THENCE N 62° 09' 55" W a distance of 420.64 feet to an iron pin at Forest Street, the previous five (5) courses following said land of Yellow Brick, LLC;

THENCE N 27° 50' 05" E a distance of 290.79 feet to a point;

THENCE N 25° 21' 33" E a distance of 239.45 feet to a point of curvature;

THENCE Northeasterly, northerly, and westerly and curving to the left along the arc of a curve having a radius of 870.00 feet, a length of 254.52 feet to the point of beginning. The previous three (3) courses bounding along said Forest Street.

The herein described parcel, containing 97.28 acres is depicted as Lot 2 on Plan 1121 of 1995 recorded at the Middlesex Registry of Deeds Southern District.

[Exhibit A]

EXHIBIT B
MASTER CONCEPT PLAN

[See enclosed plan]

EXHIBIT C

TRANSPORTATION MITIGATION

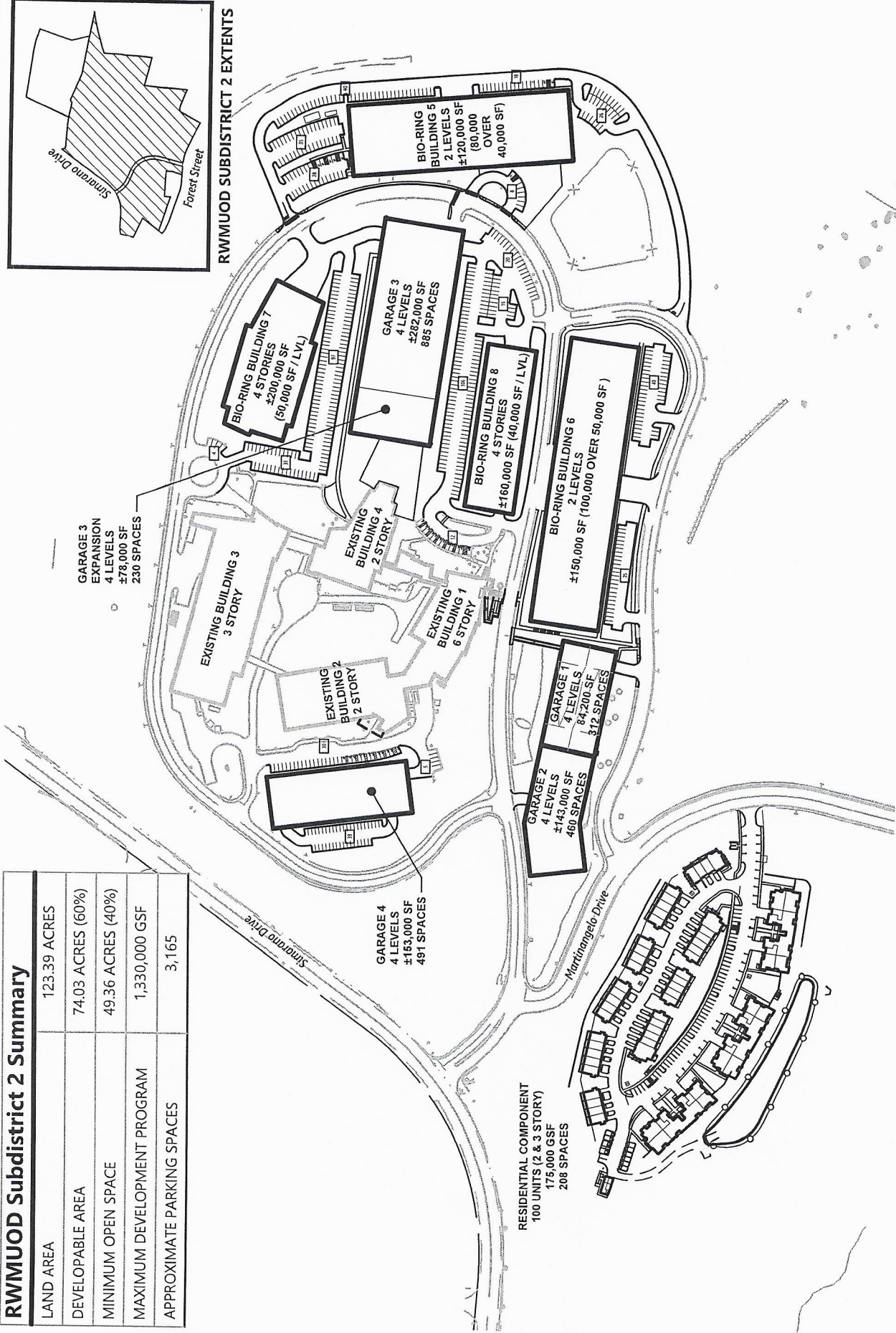
Location / Subject	Specific Requirements
Simarano Drive at Site Driveway (Martinangelo Drive) intersection	<ul style="list-style-type: none"> • Ongoing: Once per year, monitor traffic entering and exiting site. Submit results to City Engineer's Office and MassDOT District 4 office. • Six months and one year after occupancy of 100k square feet of new Project building on site: Monitor traffic entering and exiting all site drives. • Upon 200k, 400k, 600k of development related to the Project: Perform a signal warrant analysis re: necessity of signal and any necessary roadway improvements at Simarano Drive/Martinangelo Drive intersection. • If and when required (based on ongoing monitoring) and requested by the Commissioner of Public Works: Install a signal or any necessary turning lanes at Simarano Drive/Martinangelo Drive intersection.
Ames Street / Simarano Drive at Forest Street Intersection	<ul style="list-style-type: none"> • Upon 400k of development related to Phase II: Submit traffic report to Commissioner of Public Works documenting the operations of this intersection and recommend improvements to address documented safety and/or operational issues. • Upon review and approval of report by Commissioner: Complete any necessary improvements to intersection.
Simarano Drive / I-495 Ramp Intersection	<ul style="list-style-type: none"> • Upon receipt of first occupancy permit for any element of Project: Provide \$40,000 to the City for the use in conducting a planning study of this intersection. If needed, the City could designate a different intersection or corridor if it was determined by the City that there was a higher priority need to be studied.
Simarano Drive Corridor	<ul style="list-style-type: none"> • Upon 200k of development related to the Project: Prepare transportation planning study for entire Simarano drive corridor for submission to Commissioner of Public Works. • Ongoing: Reserve strip of land along Simarano Drive to permit future four-lane cross-section along its entire frontage.
Transportation Demand Management (TDM) Program / other Traffic Mitigation Measures	<ul style="list-style-type: none"> • Continuously: Continue to provide TDM services as highlighted in March 2005 Traffic Impact Study. Work with other employers in the area to form a Transportation Management Association (TMA) in an effort to reduce vehicle trips to the region as a whole.

EXHIBIT D

ENVIRONMENTAL STRATEGIES

Overall Site Planning, Development and Management	Strategy
Reduce urban heat island effects	New construction to explore use of light color hardscape materials, light color roofs, and installation of shade trees in development area. Minimize the removal of existing trees.
Reduce outdoor water use	Study feasibility of irrigation wells and/or rainwater harvesting to separate irrigation systems from potable water supply. Residential project to implement low-flow, drip, or smart irrigation system. Develop a comprehensive landscaping plan for the park and utilize native, drought tolerant landscaping to reduce irrigation demand.
Stormwater management	Annual maintenance of the storm water systems to be performed per an approved stormwater management plan, with annual reporting submitted to the City Engineer.
Electric vehicle charging	Existing electric vehicle charging stations at the Campus Site to remain. 5% of total new parking for residences to be equipped for electric vehicle charging.
Site energy saving	All new site lighting shall be low energy site lighting with minimal lighting spill / dark sky fixtures.
Reduction of individual vehicular access to site	Implement Transportation Demand Management (TDM) Program.
Manage landscapes using natural materials and reduce use of chemicals for landscaping and maintenance	Use native and adaptive plantings and natural fertilizers, if needed.
Individual Building Development	Strategy
Design and construction of buildings with reduced consumption of water and sewer services	All future Components will be equipped with low water use fixtures where possible.
Design and construction of buildings with very high energy efficiency	<u>Residential Component:</u> Designed for ENERGY STAR certification LED lighting in place of incandescent lighting Equipped with programmable, smart thermostats Energy efficient windows, appliances and bath fans throughout.
Minimize waste	Plan construction to minimize waste, and recycle construction waste when possible. Develop and maintain onsite recycling program.
Bicycle Facilities	Install convenient on-site bicycle parking/facilities.

RWMUOD Subdistrict 2 Summary	
LAND AREA	123.39 ACRES
DEVELOPABLE AREA	74.03 ACRES (60%)
MINIMUM OPEN SPACE	49.36 ACRES (40%)
MAXIMUM DEVELOPMENT PROGRAM	1,330,000 GSF
APPROXIMATE PARKING SPACES	3,165



Note: This master concept plan has been prepared in accordance with §650-33 of the Zoning Ordinance of the City of Marlborough, Massachusetts.



Fiscal Impact Analysis
The Campus at Marlborough
Marlborough, MA

Greatland
Mixed Use
Lab/Office-Residential Development



FOUGERE PLANNING & DEVELOPMENT, Inc. Mark J. Fougere, AICP

Greatland The Campus at Marlborough Marlborough, MA

FISCAL IMPACT ANALYSIS

September 20, 2021

I. Introduction

Greatland is proposing a rezoning initiative, amending the Results Way Mixed Use Overlay District, in order to advance development of a laboratory office park and residential uses for The Campus at Marlborough, a 97 acre property located off Campus Drive. The subject site presently has 531,000 square feet of general office space constructed and with approvals in place, an additional 650,000 square feet of office space could be constructed. The rezoning program will allow for the construction of 630,000 square feet of lab space, along with 100 market rate apartment units. Four parking garages will be constructed to support the office space. Based on the current timeline, it is anticipated that the first apartment units will be available for occupancy in mid-2021, with stabilized occupancy achieved by 2024. The office space is anticipated to be built out over a period of 5 – 10 years, with the first building (120,000 square feet) expected to be under construction in 2022. This fiscal impact report will analyze potential revenue streams from the proposed development, along with potential impacts to individual City departments. Table One outlines the specific composition of the proposed apartment units.

Table One
Apartment Development Unit Profile

Units	Count
1 Bedroom -Mkt	25
2 Bedroom -Mkt	60
3 Bedroom-Mkt	15
Total	100

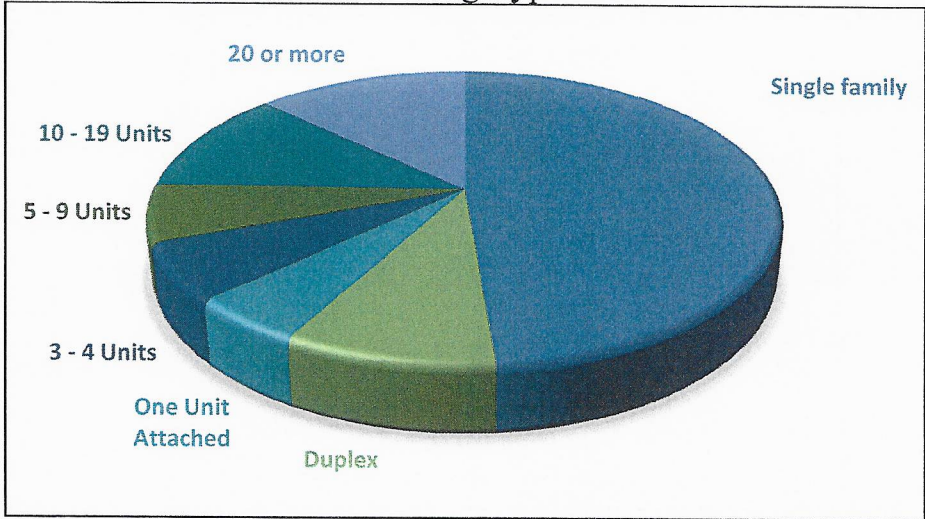
This will be a private development with the owner maintaining all access ways and providing private trash disposal. The project will be served with both public water and sewer.

II. Local Trends

1. Census figures report that from 2000 to 2010 Marlborough’s population increased from 36,255 to 38,499, showing a 5.8 percent growth rate over the 10-year time period. The most recent population estimates from the US Census Bureau¹ report a population of 41,793 resulting in an 8.5% growth rate over the last 10 years.

A large percentage (47.5%) of Marlborough’s housing stock consists of single-family homes, with 2019 US Census data reporting 7,946 single family homes out of a total housing stock of 16,710 units; Figure One.

Figure One
Housing Types

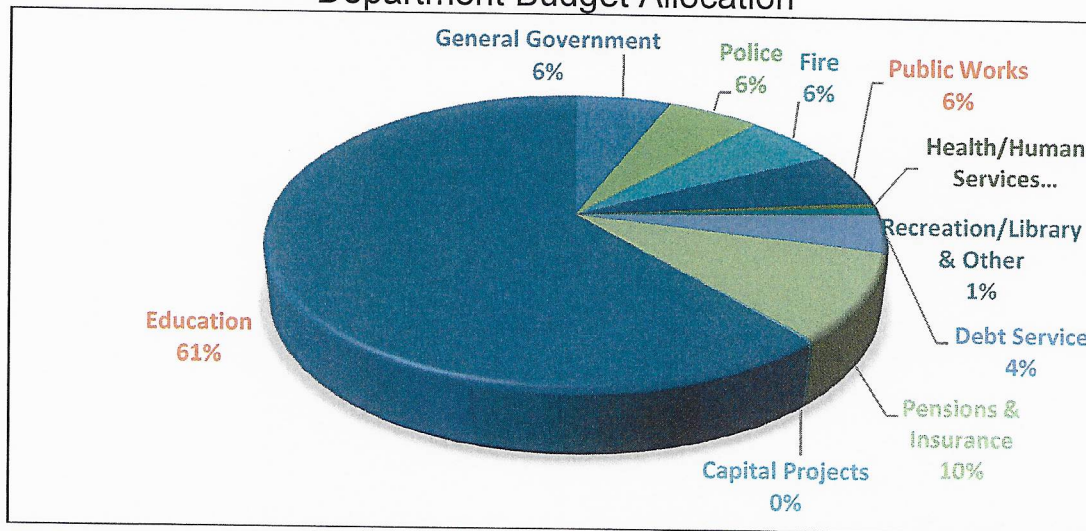


¹ 2021 US Census

III. Budget History

Marlborough's total operating budget for 2021 is \$150,238,900. Public Safety and Education account for 73.1% of the total budget excluding enterprise funds. These departments have the largest number of personnel and the most direct impact on municipal expenditures. Given the large budgetary impacts these departments have on City finances, and the fact that these agencies will experience the most direct measurable impact from the proposed development, they are the primary focus of this Report.

Figure Two
Department Budget Allocation



IV. Fiscal Methodology Approach

There are a number of methodologies that are used to estimate fiscal impacts of proposed development projects. The Per Capita Multiplier Method is the most often used analysis to determine municipal cost allocation. This method is the classic "average" costing method for projecting the impact of population growth on local spending patterns and is used to establish the costs of existing services for a new development. The premise of this method is that current revenue/cost ratios per person and per unit are a potential indicator of future revenue/cost impacts occasioned by growth. New capital expenditures required for provision of services to a development are not added to current costs; instead, the present debt service

for previous improvements is included to represent ongoing capital projects. The advantage of this approach is its simplicity of implementation and its wide acceptance by both consultants and local officials. The downside of this approach is that the methodology calculates the “average” cost as being the expected cost, which is often not the case as costs are exaggerated significantly in some instances. (For example, if one student is added to a school system, limited cost impacts will occur; however based on an “average” cost to educate one student the cost could be noted as \$19,000/year, which includes such costs as existing debt, building maintenance, administrative and other factors, all of which will be minimally impacted by the addition of one student.)

The Marginal Cost Approach is a more realistic methodology that can be used to estimate and measure developmental impacts based on actual costs that occur in the community. At this time, there is an existing municipal “level of service” present in Marlborough to serve the community. This existing service level, for the most part, addresses the needs of the community through existing tax collections. As new development occurs, pressures are placed on some departments to address increased demands, while other departments experience negligible, if any, impacts. In reviewing the potentially impacted departments specifically, a more accurate picture of anticipated cost impacts can be determined. The Report will use this methodology unless discussions with Department heads lead to no definitive cost conclusion, in which case the Average Costing Method will be applied.

Given the nature of the proposed project, as will be shown by the analysis below, measurable impacts will be limited to a few City departments. Any required off-site traffic and roadway improvements are expected to be addressed during the approval processes. Solid waste generated by project will be removed by a private hauler. Water and sewer utility expenses associated with new uses will be offset through user fees. All on-site property improvements will be maintained privately. Measurable impacts of the redevelopment are expected to result to a few City departments, most notably the School Department, along with the Police and Fire Departments. Other City agencies are projected to experience little or no measurable impacts from the proposed development.

V. Local Revenues from Development

A) Property Taxes

Local property taxes provide the bulk of municipal revenues for the City of Marlborough which has a Residential tax rate of \$13.80 per \$1,000 valuation and the Commercial/Industrial tax rate of \$24.47. The proposed mixed use project will have both residential and laboratory space.

Based on a review of the local apartment market operated by Avalon, we have estimated the apartment complex will have a project value of \$24,211,800 generating \$334,123 in annual residential property taxes as outlined in Table Two.

Table Two
Estimated Annual Residential Property Taxes

Property	Value	Units	Value/Unit
Avalon Marlborough	\$114,521,700	473	\$242,118
Proposed Townhomes	\$24,211,800	100	
Estimated Property Taxes			\$334,123

Laboratory developments are high value spaces and based upon an evaluation by a real estate tax forecast firm, the proposed space is estimated to be assessed for \$250 per square foot. (The existing office space is assessed at \$137 per square foot.) In addition, three parking garages are proposed which will further enhance the value to the site development. This analysis estimates a total site value of \$189,285,600, generating \$4,631,819 in industrial property taxes.

Table Three
Estimated Annual Laboratory Property Taxes

Commercial Property	Assessment	Bldg. Area	Assessment/Sq. Ft.
Estimated Lab Assessment	\$157,500,000	630,000	\$250.00
Estimated Garage Assessment ²	\$31,785,600	662,200	\$48.00
Total Estimated Assessment	\$189,285,600		
Industrial Tax Rate	\$24.47		
Estimated Property Taxes	\$4,631,819		

² Garage assessment comps obtained from Value Way and D. Lynch Blvd. properties.

As detailed in Table Four, total estimated property taxes from the proposed development program total \$4,965,942.

Estimated Apartment Taxes	\$334,123
Estimated Lab. Taxes	\$4,631,819
Total Estimated Property Taxes	\$4,965,942

B) Miscellaneous Yearly Revenues

- a. Motor Vehicle Excise Tax - Another major revenue source for the community is motor vehicle excise taxes. Table Five outlines projected vehicle excise taxes totaling \$48,300 from the proposed residential portion of the development.

# Cars ³	Value	Total Value
161	\$12,000	\$1,932,000
\$25 x \$1,932		\$48,300

- b. Personal Property Taxes - Personal property taxes are another source of income for the community. Lab space includes a wide range of equipment which is taxable under Massachusetts General Laws. Based upon a review the laboratory market, we will assign a Personal Property value of \$4.15 per square foot. To be conservative, we will assume that only 50% of the planned space will have Personal Property. Based on these assumptions, it is estimated that the lab space will generate \$31,988 in annual Personal Property tax payments at outlined in Table Six.

Building Square Footage	315,000
Value Per Sq. Ft.	\$4.15
Est. Value	\$1,307,250
Estimated Revenue	\$31,988

³ Number of vehicles per unit estimated based upon Avalon Marlborough data.

C) Estimated Yearly Project Revenues

The proposed redevelopment project is estimated to generate a total of \$5,046,230 in annual local revenues from property taxes, excise taxes, and personal property as detailed in Table Seven.

Table Seven
Estimated Yearly Revenue

Property Taxes	\$4,965,942
Excise Taxes	\$48,300
Personal Property	\$31,988
Total Revenues	\$5,046,230

Additional one-time payment revenues will also be realized as part of the development and these will be detailed further below.

VI. Municipal Service Costs

Given the nature of the proposed development project, as will be seen in the analysis below, measurable impacts will be limited to a few key City departments including schools, police and fire departments. All onsite maintenance will be addressed by the property owner, including access way repairs and trash removal.

Department Impacts

Police & Fire

The Police and Fire Departments will both experience some increased demand for services from the proposed project. For fiscal year 2021 the Police and Fire Department budgets totaled \$17,284,951. To assess the degree of impact this project would have on these departments, comparable apartment complexes in Marlborough and lab space in the region were analyzed. These ratios were then totaled to derive an average call ratio per unit and per square foot, which was then used to generate projected emergency calls for each department. Extrapolating from the comparable call data, modest increases are projected in the City's Police and Fire Department call volume.

Annual Police calls are projected to increase by 68 calls (less than 1% increase, or 1.3 calls per week). Fire Department calls are estimated to increase by 26 calls (less than 1% increase, or .48 calls per week) as summarized in Table Eight and Nine.

Table Eight
Projected Emergency Service Calls - Apartments

Project	Town	Units	Avg. Police Calls Per Year	Avg. Call Per Unit	Projected Yearly Calls
Stonegate Apartments	Marlborough	332	162	0.488	
Orchard Apartments	Marlborough	156	73	0.468	
Avalon Apartments	Marlborough	350	74	0.211	
Totals		838	309	0.369	
Apartments		100			37

Project	Town	Units	Avg. Fire Call Per Year	Avg. Call Per Unit	Projected Yearly Calls
Stonegate Apartments	Marlborough	332	48	0.144	
Orchard Apartments	Marlborough	156	28	0.179	
Avalon Apartments	Marlborough	350	33	0.094	
Totals		838	109	0.130	
Apartments		100			13

Table Nine
Projected Emergency Service Calls – Lab/Office

Project	Town	Sq. Ft.	Avg. Fire Calls Per Year	Avg. Call Per Unit	Projected Yearly Calls
195 Presidential Way	Woburn	129,028	5.00	0.00004	
9 Technology Drive	Westborough	237,337	2.00	0.00001	
33 Hayden Ave.	Lexington	198,000	2.00	0.00001	
45 - 55 Hayden Ave.	Lexington	180,407	1.67	0.00001	
65 Hayden Ave.	Lexington	66,000	3.67	0.00006	
113-115 Hartwell Ave.	Lexington	102,096	4.66	0.00005	
Totals		912,868	19.00	0.00002	
Proposed Lab		630,000			13

Project	Town	Sq. Ft.	Avg. Police Calls Per Year	Avg. Call Per Unit	Projected Yearly Calls
195 Presidential Way	Woburn	129,028	5.00	0.00004	
9 Technology Drive	Westborough	237,337	3.00	0.00001	
33 Hayden Ave.	Lexington	198,000	6.00	0.00003	
45 - 55 Hayden Ave.	Lexington	180,407	10.75	0.00006	
65 Hayden Ave.	Lexington	66,000	6.75	0.00010	
113-115 Hartwell Ave.	Lexington	102,096	13.50	0.00013	
Totals		912,868	45.00	0.00005	
Proposed Lab		630,000			31

It should be noted that the approved office space could generate⁴ 57 annual police calls and 32 fire department calls; the proposed lab space will have a reduced impact on emergency services.

Police Department

To assign a cost as a result of the increased demand for service, a number of options were reviewed including cost per call and cost per capita. Since calls for service provides a clear measure of impact on the Department, this approach was used and results in an estimated annual impact of \$19,516 as outlined in Table Ten. This cost estimate is not inferring the Police Budget will increase as a result of the proposed development, but assigns a “cost” to account for this new land use in the community.

Table Ten
Police Department Impact

Department	FY 2021 Budget	Calls ⁵	Cost/call	Est. Calls	Annual Cost
Police	\$8,587,374	30,000	\$287	68	\$19,516

Fire Department

As with the Police Department, to account for some impact from the proposed development a cost per call ratio was used which provides an estimated annual cost of \$29,042 as outlined in Table Eleven.

Table Eleven
Gross Fire Department Impact

Department	FY 2021 Budget	Avg. Calls Per Year	Cost/call	Est. Calls	Annual Cost
Fire	\$8,697,577	7,789	\$1,117	26	\$29,042

⁴ Based upon call data from a ½ million square feet of general office space.

⁵ Police Records.

Other Departments/Revenues:

Building

Building Department costs were not included in this analysis because they are not permanent annual impacts and will be offset by building permit fees. At this time the estimated building permit fee⁶ is estimated to total \$2,076,400 as detailed in Table Twelve.

Table Twelve
Estimated Building Permit Fees

	Blg. Permit Value	Permit Fee
Apt. Units @ \$100/ Sq. Ft.	\$17,000,000	\$170,000
Lab Construction @ \$250/Sq. Ft.	\$157,500,000	\$1,575,000
Parking Garage @\$20,000/space	\$33,140,000	\$331,400
Est. Building Permit Fees		\$2,076,400

Public Works

All roads within the development will be private and maintained by the complex operators. Solid waste will be handled by a private contractor with no expense incurred by the City.

Other Departments

It is not anticipated that measurable impacts will occur to other City departments and therefore no other costs were analyzed. To be conservative, a \$20,000 cost⁷ will be carried to account for potential other impacts.

⁶ Fee is \$10 per \$1,000 of construction costs as outlined in the Building Valuation Data Report (Marshall & Swift).

⁷ Estimate \$100 per unit for the residential use and \$10,000 for the Lab space.

VII. School Department

The City of Marlborough public schools presently have an enrollment of 4,789 students housed in a Childhood Center and five schools (three elementary, one middle, and one high school) during the 2019/20 school year⁸. The 2021 Public School budget was \$92,213,913.

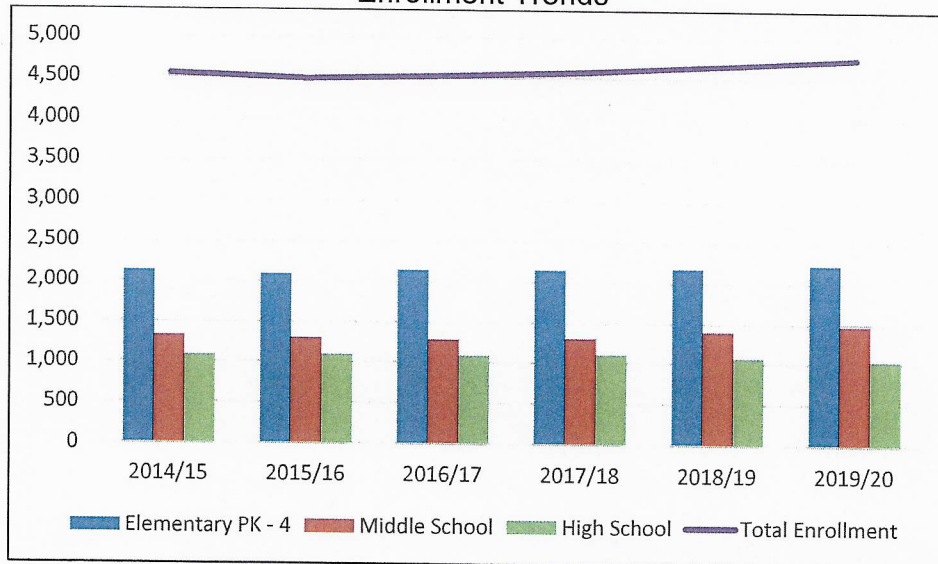
Enrollment History

Overall school enrollment has shown increases in both the elementary and middle schools, while high school enrollments have declined slightly as detailed in Table Thirteen and Figure Three.

Table Thirteen
Enrollment Trends 2012-2019

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Elementary PK - 4	2,133	2,093	2,149	2,157	2,180	2,230
Middle School	1,325	1,298	1,285	1,308	1,402	1,478
High School	1,085	1,093	1,091	1,110	1,075	1,041
Total Enrollment	4,543	4,484	4,525	4,575	4,657	4,749

Figure Three
Enrollment Trends



⁸ Due to the pandemic, school enrollments for the 2020/21 year have shown to be unreliable to reflex trends and therefore were not reported.

Projected School Enrollment Estimates

To gain an understanding of the community's potential school related fiscal impact, the anticipated number of school children that may be generated by the proposed development was analyzed. The proposed apartment complex will have a mix of one, two and three bedrooms market rate units as outlined in Table Fourteen.

Table Fourteen
Bedroom Mix Composition

Units	Count
1 Bedroom -Mkt	25
2 Bedroom -Mkt	60
3 Bedroom-Mkt	15
Total	100

To estimate the number of school age children (SAC) that may live in the proposed apartment complex, Fougere Planning reviewed information from its own SAC database for apartments. As this resource provides detailed SAC data by unit type (1-2-3 bedrooms); this data source was used to estimate the number of school children residing in the three bedroom units. In addition, school enrollment data was obtained from the Marlborough Avalon market rate apartment complex which consists of 473 one and two bedroom units⁹. Avalon will be operating of the proposed apartment complex and therefore this local data was used to estimate school children from the proposed two bedroom units¹⁰. As outlined in Table Fifteen, SAC ratios were calculated for the two/three bedroom unit types and results in an estimated 18 students potentially residing within the proposed project. One bedroom units generally generate few school children and make up 25% of the total unit count.

Table Fifteen
Estimated School Enrollments

Units	SAC/Unit	Total SAC
Two Bedroom Market	0.093	5.58
Three Bedroom Market	0.812	12.18
Total SAC	75	18

⁹ School Department data notes there are 26 school age children residing at the Avalon complex in 473 market rate units.

¹⁰ Few school age children are assumed to reside within the one bedroom units.

As this apartment complex will reside within an office park, the number of school age children may be less than estimated. Data research from mixed use developments have shown a lower per unit School Age Children (SAC) ratio than residential developments that stand alone.

Table Sixteen outlines the anticipated grade profile of the school children based upon data obtain from Avalon Marlborough. It is anticipated that 7 children will attend elementary school, 3 middle school and 8 high school. The closest elementary school to the subject site is Richer.

Table Sixteen
Enrollment Grade Profile

Grade Profile	%	SAC
Elementary	0.384	7
Middle	0.153	3
High	0.461	8

To account for potential costs, we have an assumed a school class size of 22 students per teacher. With the estimated 18 school children, 1.5 teachers may be needed. At an estimated yearly cost of \$105,000, we will account for the costs of 1.5 teachers' salaries, \$157,000 to account for potential school related costs.

FISCAL SUMMARY

Table Seventeen summarizes the fiscal impact from the proposed development. Fougere Planning is not suggesting that municipal budgets should be increased to offset the noted costs, these findings may be viewed as a guide to potential future costs. Any budget increases will be addressed by City officials as part of the regular annual budget preparation process.

Table Seventeen
Estimated Annual Fiscal Impact

Gross Rev. Property Taxes & Excise Taxes	\$5,046,230
Estimated Municipal Costs	
Police	-\$19,516
Fire	-\$29,042
Other Departments	-\$20,000
School Costs	-\$157,500
Total Costs	-\$226,058
Net Annual Positive Fiscal Impact	+4,820,172

Summary of Findings

- The proposed development project will result in estimated gross revenues totaling \$5,046,230 and annual anticipated costs totaling \$226,058.
- Manageable increased emergency call volume will occur to emergency service departments, with police and fire calls increasing less than 1% a year.
- An estimated 18 school age children are anticipated to reside at the proposed project.
- Building permit fees are estimated to total \$2,076,400.
- Limited measurable impacts are foreseen to other City departments.
- The significant net revenues generated by the proposed development initiative will provide the City with numerous opportunity to address ongoing capital needs foreseen in the community.
- Analysis does not take into account intangible economic benefit of creating additional job for the area or the new housing proposed.



Memorandum

To: Kevin Sheehan
Managing Partner
Greatland Realty Partners
One Federal Street, 18th Floor
Boston, MA 02110

Date: September 16, 2021

Project #: 15039.01

From: Robert L. Nagi, PE
Principal

Re: The Campus At Marlborough – Transportation
100 Campus Drive
Marlborough, Massachusetts

Christine M. Trearchis, PE, PTOE
Senior Project Engineer

Introduction

On behalf of Greatland Realty Partners (the “Proponent”), VHB has prepared a trip generation assessment and access evaluation in support of a proposed change in the previously approved Phase II building program (Phase IIA) at The Campus at Marlborough (TCAM). TCAM is an approved 1.2 million square foot master-planned development project located in Marlborough, Massachusetts. Approximately 550,000 square feet of the TCAM master planned has been constructed while, Phase II, consisting of 650,000 square feet of approved office development, has not yet been constructed.

The current development plan is proposed to replace the 650,000 SF of Phase II office space with 630,000 SF of Research & Development (R&D) space, 100 townhouses / direct entry units and renovate a portion of an existing building (Building 4) to add a 336-seat restaurant / beer hall. Phase II will also include the construction of four new parking garages, providing a total of 3,156 spaces to support the existing office development and the Phase II development. The reduction in the intensity associated with the change in use from office to Research & Development space is expected to result in reduced area traffic impacts (fewer peak hour trips) that was previously planned for Phase II of the Site, even with the addition of the residential and restaurant uses.

This memorandum includes a comparison of the trip generation between the previously reviewed and approved uses and the current proposal; reviews the access needs for the currently proposed Phase II development; and reviews/updates the previously proposed mitigation to address the revised site plan. As detailed herein, the current mixed-use program is expected to result in an overall slight increase in the daily trip generation, but a lower peak hour trip generation, when compared to the previously approved Phase II development. VHB recommends that the Applicant consider the following:

- Retain the previously agreed to transportation monitoring, funding, and mitigation actions based on the prior master planning effort;
- Provide for internal and external active transportation connections (bike and pedestrian linkages); and
- Develop a clear wayfinding plan for visitors and deliveries arriving via Simarano Drive or Forest Street.

With those mitigation actions already implemented as well as recommitments to future mitigation, the project will be able to be supported by the local roadway network without a significant traffic delay/impacts.

From: Robert L. Nagi, PE
Ref: 15039.01
September 16, 2021
Page 2



Memorandum

Project Background

The overall master plan consisted of development of an approximately 97.3-acre site in the City of Marlborough, located just off Interstate-495 at Exit 23C. Originally permitted back in 2005, the full build program for the Project was envisioned to consist of up to 1.2 million square feet of office uses at the site with some minor amenity space for the office users. Phase I included approximately 550,000 SF of office space and was constructed in the early 2000s as part of the 3Com Corporation's development of the campus. Phase II of the Development program was planned and permitted for 650,000 SF of additional office space to be constructed on the TCAM campus but was never acted upon until this proposal.

Change in Development Program

As noted in the introduction, the current proposal being presented involves the change in use from 650,000 SF of traditional office to 630,000 SF of light Manufacturing, Lab, and Research & Development space with the addition of 100 townhouses / direct entry units and a new 336-seat restaurant / beer hall, which is intended to serve as an amenity to the users within the site, but also be open to the general public. This shift in use represents a significant reduction in the intensity of the assumed use of the buildings (when compared to the originally approved office use) and reflects an overall reduction in off-site traffic impacts resulting from the development of this building under this use. The residential portion will serve to build upon the success of the adjacent residential development at Forest Park and continue to provide local housing options to the employees of the office parks in the area.

Trip Generation Comparison

In order to present a comparison between the prior approved uses and the currently proposed development program, VHB conducted a trip generation assessment of the project and compared it to previously presented information. Trip generation estimates for the uses in the approved master plan and the proposed uses in the current master plan proposal were projected using trip generation rates published by the Institute of Transportation Engineers (ITE) Trip Generation, 10th Edition¹ for the following land use codes (LUCs).

- LUC 210 (Low-Rise Residential)
- LUC 710 (General Office Building)
- LUC 760 (Research & Development)
- LUC 932 (High-Turnover Sit-Down Restaurant)

Table 1 summarizes the projected trip generation associated with both the approved master plan and the currently proposed changes in use.

¹ Trip Generation, 10th Edition, Institute of Transportation Engineers, Washington, D.C., 2017.



Memorandum

Table 1 Trip Generation

	Previously Approved Phase II Program ^a	Revised Development Program				Proposed Phase II Program	Change in Trips
		R&D / Lab Space ^b	Residential ^c	Amenity Restaurant ^d	Shared Trips ^e		
Weekday							
Enter	3,260	3,325	358	734	(209)	4,208	+948
Exit	<u>3,260</u>	<u>3,325</u>	<u>358</u>	<u>734</u>	<u>(209)</u>	<u>4,208</u>	<u>+948</u>
Total	6,520	6,650	716	1,468	(418)	8,416	+1,896
Weekday Morning							
Enter	548	198	11	0	(1)	208	-340
Exit	<u>89</u>	<u>66</u>	<u>37</u>	<u>0</u>	<u>(1)</u>	<u>102</u>	<u>+13</u>
Total	637	264	48	0	(2)	310	-327
Weekday Evening							
Enter	108	46	37	80	(17)	146	+38
Exit	<u>566</u>	<u>262</u>	<u>22</u>	<u>61</u>	<u>(17)</u>	<u>328</u>	<u>-238</u>
Total	674	308	59	141	(34)	474	-200

a Trip generation based on ITE LUC 710 for 650,000 SF

b Trip generation based on ITE LUC 760 for 630,000 SF, and

c Trip generation based on ITE LUC 220 for 100 units,

d Trip generation based on ITE LUC 932 for 336 seats

e Internal capture rates based on Trip Generation Handbook, 3rd Edition, 2017 and applied to the proposed uses only (not with Phase 1)

As shown in Table 1, the currently proposed mixed-use program results in a greater overall daily trip volume than the previously approved master plan, but fewer peak hour trips than the approved master plan during the typical commuter peak hours. The daily increase is a result of more activity associated with the residential users, the conservative assumption that the restaurant traffic will generate mostly new traffic (although it is expected that the majority of the peak period restaurant traffic will originate from within the TCAM development), as well as the less dense operations of lab/R&D/manufacturing buildings when compared to a traditional office user. The change in

101 Walnut Street

PO Box 9151

Watertown, MA 02472-4026

P 617.924.1770

From: Robert L. Nagi, PE
Ref: 15039.01
September 16, 2021
Page 4



Memorandum

program from office to R&D with the two additional uses is expected to result 200 to 327 *fewer* trips during each of the typical peak commuting hours when compared to the office use.

Based on the reduction in the intensity of the use of the proposed R&D development (as compared to a traditional office user) and knowing that the commitments to transportation mitigation were based on the more intense use, the previously-agreed upon master plan commitments for traffic improvements will continue to serve and support the development program set forth in the Phase II Site Plan Approval (noted below).

Shared Parking Assessment

The theory of shared parking is that the use of a parking space to serve two or more individual land uses within a particular development can happen without conflict. The ability of a parking space to be shared is the result of two conditions:

- Variations in the accumulation of vehicles by hour, by day, or by the season; and
- Relationships between and among the various land uses in visiting multiple land uses on the same automobile trip.

The concept of shared parking in a mixed-use development has been around for decades. It is a fundamental approach to addressing the realities of creating seas of parking within constrained spaces. It leads to vibrant residential, retail, restaurant, and entertainment developments and works in combination with office and other commercial uses as well.

Parking, in general, is one of the key components to any development plan. In many cases, parking can consume as much as 50 percent or more of the building and land area with a specific development. An oversupply of parking can lead to excess stormwater and drainage impacts and unnecessarily high expenses, while an undersupply can lead to the intrusion of parking into neighborhoods or adjoining properties, excessive vehicle circulation, and the creation of unmarketable sites.

The shared parking approach can be used to help take advantage of opportunities where the same parking space can be utilized by two or more different land uses due to differences in principal operating hours for the uses involved. Shared parking helps reduce the impacts associated with unnecessary impervious areas that could result from construction of excessive parking.

Given that there is limited space on the Project Site and the majority of the spaces are proposed to be constructed as structured parking, the Proponent is seeking to minimize parking supply due to the excessive cost of providing structured parking. ULI's *Shared Parking*² was reviewed to determine what level of parking demand would be effective and reasonable at the Project Site.

2 Shared Parking; ULI



Memorandum

Parking Requirements Without Consideration of Shared Parking

Table 2 shows the parking requirements for each individual use and the number of parking spaces based on those individual requirements, as specified in City of Marlborough zoning. The gross parking requirement, without consideration of shared parking, is 2,954 spaces.

▪ **Table 2 Parking Requirements per Zoning – Standalone Uses**

Use	Size	Parking Ratio per Zoning	No. of Spaces
Residential	100 units	1.5 spaces per unit	150
Office	421,893 NSF ^a	1 space per 333 NSF	1,267
R&D	4,260 employees ^b	1 space per 3 employees	1,420
Restaurant	336 seats ^c	1 space per 3 seats, plus 1 space per 3 employees	<u>123</u>
			2,960

a Net Square Feet based on 83% of Gross Square Feet, based on Large Tract Development as originally permitted

b Current estimate for employee numbers

c Assumes 32 restaurant employees

Shared Parking Opportunities

The office and R&D uses will have similar parking characteristics – they require weekday, daytime parking, with minimal parking required at night or on weekends. On the other hand, restaurant parking demand typically peaks during nights and weekends. Therefore, it is readily apparent that restaurant employees and patrons will be able to share the office/R&D parking at night and on weekends.

Less obvious is whether weekday daytime restaurant parking can be accommodated among the daytime parking used by office and R&D employees. To determine if this is possible, the project’s shared parking demand was assessed using methods outlined by the Urban Land Institute (ULI), the National Parking Association (NPA), and the Institute of Transportation Engineers (ITE). The calculation involves several factors, the most relevant of which are as follows.

- **Whether all the parking supply can, in fact, be shared.** In this case, the residential parking (150 spaces required) is likely not readily sharable since the residential area is somewhat separated from the other uses by the access drive. All other parking is potentially sharable.
- **The patronage of stores and restaurants by those living and working on site.** In this case it is reasonable to consider that some of the thousands of employees in the office and R&D space will patronize the restaurant at lunch time. These “internal trips” would not require restaurant parking since the customer’s cars is already parked at the office.

101 Walnut Street

PO Box 9151

Watertown, MA 02472-4026

P 617.924.1770

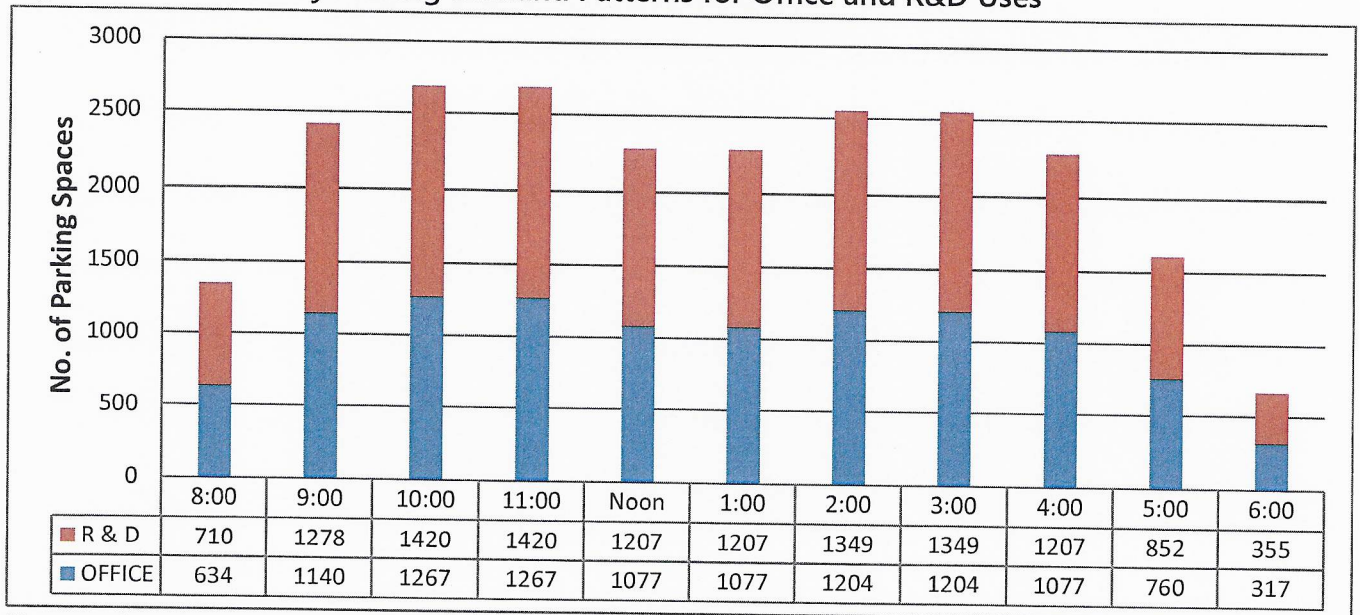


Memorandum

- **Consideration of the temporal differences among various categories of parkers.** The ULI and ITE provide information about hourly, daily, and monthly parking demand patterns for each of the project uses. The temporal data differentiate between parking occupancy patterns of customers and visitors versus employees.

Figure 1 illustrates the results hour parking occupancy patterns of the office and R&D parking. Peak parking demand for the two uses totals 2,687 spaces and occurs mid-morning but at lunchtime the data show that total demand for office/R&D parking decreases to 2,284 spaces. This frees up 403 spaces for use by restaurant staff and customers, and greatly exceeds the 123-space peak demand for the restaurant (note that the project is seeking to provide 3,156 spaces in total).

Figure 1 Weekday Parking Demand Patterns for Office and R&D Uses



The overall peak parking demand for the project is driven by the parking required for the office and R&D uses. Because the peak parking demand for these two uses occur at the same time, the parking needed is the sum of the parking demand for those two individual uses. The shared parking analysis demonstrates that no additional parking is needed for the restaurant use. The restaurant parking can be shared among the office and R&D parking that will be available at lunchtime, nights and on weekends.

Using the approaches outlined in the ULI report, when all the land uses are considered within the development, the peak parking demand was estimated to be approximately 2,837 spaces, which is reasonably below the 3,156 spaces planned to be provided on Site (generally, providing 10 percent above the expected demand is a reasonable excess of spaces for the site).

From: Robert L. Nagi, PE
Ref: 15039.01
September 16, 2021
Page 7



Memorandum

Master Plan Commitments

As noted previously, the Project's impacts are less than what was originally reviewed as part of the initial traffic study prepared for this development. As part of the original project, the Phase II Site Plan Approval included a number of approved off-site mitigation measures to be implemented at various stages of the Phase II development. The following measures have been committed as part of prior Special Permits with the City of Marlborough.

- The Proponent has previously generated design plans for the Route 20 improvements from the I-495 interchanges to the Northborough Town line. These improvements were constructed in 2004 and recently updated as part of the APEX Center development / City of Marlborough MassWorks Grant in 2019;
- The Proponent remains committed to monitoring signal warrants at the intersection of Simarano Drive at Martinangelo Drive (the main site driveway to TCAM) and is prepared to install a traffic signal, if warranted and supported by the City of Marlborough when warranted. Monitoring shall take place when 200,000 SF, 400,000 SF and 650,000 SF of building occupancy of Phase II are reached.
- The Proponent has instituted a Travel Demand Management Program at the site with the Phase 1 development and will extend that TDM program to all future phases of development.
- The Proponent has reserved right of way along Simarano Drive to permit a future four-lane cross-section along Simarano Drive (these are shown on the site plans as a 15-foot strip along the site frontage).
- The Proponent remains committed to monitoring the intersection of Ames Street / Simarano Drive at Forest Street and recommend solutions to the City if capacity issues are identified and if requested by the City to investigate. Monitoring shall be conducted after construction and occupancy of 400,000 SF of the Phase II development program.
- The Proponent will provide \$40,000 to generate a study on the intersection of Simarano Drive at I-495 Exit 23C after receipt of occupancy of the first building of Phase II development. If needed, this funding could be targeted at a different location or corridor if it was determined by the City that it would be better utilized for the study or solution to existing congestion and/or safety issues in and around the area.
- The Proponent shall generate a study for the entire corridor on Simarano Drive from Cedar Hill Street to Forest Street after 200,000 SF of the Phase II development program.

Additional Commitments Recommended

In addition to the previously recommended commitments by the Project Proponent, VHB recommends the following additional actions be considered:

- The Proponent should provide active transportation (bicycle/pedestrian) connections between the various uses within the site and with those existing along the City's roadway network;
- Clear wayfinding signage should be identified within the site to the various uses

From: Robert L. Nagi, PE
Ref: 15039.01
September 16, 2021
Page 8



Memorandum

Conclusion

The proposed modification of Phase II of the TCAM project to include residential uses, an amenity restaurant, and the conversion of office uses to laboratory, research & development, and light manufacturing space is expected to result in a moderate decrease in the number of vehicle trips (200-300 trips) to and from the Project Site during the peak hours. VHB recommends that the Applicant consider the following:

- Retain the previously agreed to transportation monitoring, funding, and mitigation actions based on the prior master planning effort;
- Provide for internal and external active transportation connections (bike and pedestrian linkages); and
- Develop a clear wayfinding plan for visitors and deliveries arriving via Simarano Drive or Forest Street.

From the traffic memorandum outlined above, the proposed residential and restaurant uses are not expected to have a significant traffic delay/impact on the surrounding area roadways.