



March 17, 2026

Town of Ashland Conservation Commission
c/o Becca Solomon, Conservation Agent | Tree Warden
101 Main Street
Ashland, MA 01721

Via: Email to bsolomon@ashlandmass.com

Reference: Proposal for Peer Review Services
Notice of Intent - DEP File No. 095-1018
The Sanctuary at Ashland Mills
10-50 Main Street
Ashland, Massachusetts
B+T Project No. M9530.01

Dear Commissioners:

Beals and Thomas, Inc. (B+T) is pleased to provide this revised proposal for peer review services to the Town of Ashland Conservation Commission (Client) to assist with the review of the Notice of Intent (NOI) for the 7.8-acre± property at 10-50 Main Street (the Site). We understand that SLV Ashland, LLC (the Applicant) is seeking to redevelop the former historic mill complex property with a 250-unit apartment building and associated site improvements. The Project proposes the alteration of approximately 110,000 square feet of Bordering Land Subject to Flooding (BLSF), the 100-ft Buffer Zone to Bordering Vegetated Wetland (BVW) and approximately 3,500 square feet of 200-ft Riverfront Area (RFA) to the Sudbury River.

We received the following information, which will serve as the basis for our review:

- *Notice of Intent, The Sanctuary at Ashland Mills, 10-50 Main Street, Ashland, Massachusetts*, dated January 30, 2026, prepared by Lucus Environmental, LLC (73 pages)
- *Drainage Report for SLV Ashland, LLC, Proposed Redevelopment, 50 Main Street, Ashland, Massachusetts, Middlesex County*, dated November 11, 2024, revised through December 18, 2025, prepared by Bohler (156 pages)

Corporate Office

144 Turnpike Road
Southborough, MA 01772

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Regional Office

32 Court Street
Plymouth, MA 02360

Firm Overview

B+T specializes in civil engineering, land surveying, landscape architecture, land use permitting, environmental planning, and wetland science. Working throughout Massachusetts, in a variety of municipalities and for a variety of boards, commissions, and other public interest organizations, combined with representing private developments, has provided B+T with a broad and invaluable perspective to inform our review services. We have a strong history of providing long-term on-call services for multiple municipalities, and pride ourselves on our thorough approach and ability to facilitate municipal boards' and commissions' review and understanding of proposed projects. We recognize that the time of volunteers serving on municipal boards and commissions is valuable, that meeting agendas are often overloaded, and that clear and comprehensive expert technical input and advice facilitates successful outcomes. Our unbiased review is intended to facilitate compliance with the applicable regulatory requirements.

Specifically, we propose the following scope of services:

1.0 SCOPE OF SERVICES

1.1 Site Visit

We will undertake a site visit to familiarize ourselves with existing and proposed conditions in the context of the resource areas. We understand that the boundaries of resource areas have been confirmed through a previous Order of Resource Area Delineation (ORAD), DEP File No. 095-948. However, we understand there are inconsistencies between the ORAD and how the resource areas are depicted within the current NOI submission, which we will review.

1.2 NOI Review

We will review the NOI with respect to the requirements of the Massachusetts Wetlands Protection Act, MGL c.131, §40 and Regulations, 310 CMR 10.00, including floodplain considerations (which MassDEP also noted) and the consideration of the Site's status as a historic mill complex relative to the impacts on the RFA. Our review will also include a cursory review of the proposed stormwater management system relative to its potential impacts on the resources areas and does not include a comprehensive design review of the systems proposed.

We will prepare a letter to the Commission describing the findings of our review. Our letter will be stamped by a Professional Wetland Scientist and Professional Engineer, as applicable. Our review letter is intended to assist the Commission with an understanding of the Project and identify issues for resolution as applicable. The review letter also provides an opportunity for the Applicant to respond to issues prior to the following public hearing during which the Project will be addressed. In our experience, this process improves the efficiency of the review.

1.3 Supplemental Review

Given the complexity of the Project, we have included an allowance of ten hours to review responses to our comments and associated supplemental materials, as relevant. We will issue an associated supplemental letter stamped by a Professional Wetland Scientist and Professional Engineer, as applicable. This allowance assumes that the Applicant will be responsive and thorough in responding to our initial comments.

1.4 Hearing Attendance

We will attend two virtual Commission public hearings to present the results of our review and to be available to respond to questions.

2.0 EXCLUDED SERVICES

Please note that the budget indicated in Section 4.0 addresses only the specific scope identified in Section 1.0. We will coordinate with you and provide a separate proposal(s) to address these and/or other additional services should they become necessary as the Project proceeds.

3.0 SCHEDULE OF SERVICES

We will commence services upon receipt of an executed copy of this proposal and confirmation that funds have been deposited by the Applicant. Based on our current schedule, we anticipate that the services can be completed such that our review letter is issued within two to three weeks of the commencement date. This proposal is valid for 30 days from issuance.

4.0 FEES FOR SERVICES

All fees will be billed on a time and materials basis in accordance with the attached fee schedule.

The following is the estimated labor and expense budget for the services outlined in Section 1.0, Scope of Services.

Section 1.1	Site Visit	\$1,000
Section 1.2	NOI Review	\$4,000
Section 1.3	Supplemental Review	\$2,000
Section 1.4	Hearing Attendance	\$1,500
	Internal Reimbursable Expenses	\$100
Total Estimated Labor and Expense Budget		\$8,600

Excluded Services can be provided for additional mutually satisfactory compensation.

5.0 TERMS AND CONDITIONS

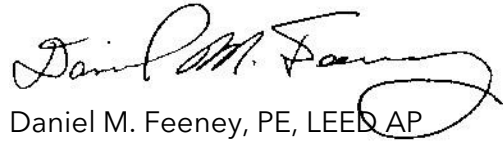
The attached Terms and Conditions are incorporated herein by reference.

As authorization to proceed and as approval of the estimated budget, please execute and return one copy of this proposal for our records. This signature also acknowledges that you have read, understand, and accept the attached General Terms and Conditions.

Thank you for the opportunity to submit this proposal. We look forward to providing services to Town of Ashland Conservation Commission for the peer review of this Project.

Sincerely,

BEALS AND THOMAS, INC.



Daniel M. Feeney, PE, LEED AP
Vice President

Enclosure: Fee Schedule
Terms and Conditions

AGREED AND ACCEPTED FOR
TOWN OF ASHLAND

SIGNATURE _____

NAME/TITLE _____
(print)

DATE _____

MC/dmf/ggp/cmv/M953000PR003



FEE SCHEDULE

Effective January 1, 2026

Fees for Beals and Thomas, Inc. are based on the following time charges plus expense schedule. Invoices are due upon receipt. This fee schedule may be revised periodically.

Time Charges

<u>Rate Category</u>	<u>Hourly Rate</u>
Senior Professional Staff I	\$270.00
Senior Professional Staff II	\$260.00
Senior Professional Staff III	\$220.00
Senior Professional Staff IV	\$200.00
Senior Professional Staff V	\$190.00
Senior Professional Staff VI	\$175.00
Professional Staff I	\$165.00
Professional Staff II	\$150.00
Professional Staff III	\$135.00
Administrative Staff I	\$90.00
Administrative Staff II	\$50.00

Expert testimony in support of litigation and court appearances will be billed at a rate of \$275.00 per hour.

Projects requiring OSHA trained personnel will be billed with a supplemental rate of \$25.00 per hour in addition to the standard rate category.

Reimbursable expenses include transportation, delivery, printing costs, presentation materials, computer and field equipment, permit application fees, soil and water testing, police detail, special consultants, or subcontractors and similar costs directly applicable to the individual project. Reimbursable expenses shall be billed at the cost plus an accounting service fee of 10 percent, unless arranged otherwise. Permit application fees that are paid in advance by Beals and Thomas, Inc. will be billed at cost plus an accounting fee of 20%.

FeeSched-January 2026

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GENERAL TERMS AND CONDITIONS

The following Terms and Conditions attached to and incorporated into the Proposal, as executed, shall serve as an agreement between Client and Beals and Thomas, Inc. (Consultant) dated per the Proposal regarding the Project as described in the Proposal ("Agreement"). Client and Consultant are collectively referred to herein as the "Parties".

1. GENERAL

Consultant shall perform for Client professional consulting services consistent with the Proposal to which this Agreement applies.

Any provisions of this Agreement in violation of any law or ordinance shall be deemed stricken. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions that reflect the Parties' intent in entering into this Agreement.

To the extent that the Parties agree upon additional services beyond the scope of the Agreement's base services, Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations enacted after execution of this Agreement, which charges will be based on Consultant's fee schedule in effect when the additional services are performed.

2. STANDARD OF CARE

Consultant shall perform its services under this Agreement consistent with the degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant expressly disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder. Consultant shall exercise its reasonable professional judgment in interpreting laws, codes and regulations, and shall render its services consistent with generally accepted industry practices pertaining to the applicable discipline.

3. CLIENT RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf for the Project,

- Examine and respond promptly to the Consultant's submissions,
- Promptly notice Consultant in writing whenever Client observes or becomes aware of any perceived defect in the services,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property, if required for the conduct of the Consultant's services, and
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Consultant shall be entitled to rely unconditionally and without liability on any information provided by Client and its consultants and contractors, and upon information from public records, without the need for independent verification.

4. DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant independent professional associates, subconsultants and subcontractors pursuant to this Agreement are Consultant's instruments of service (collectively, "Instruments of Service"). Consultant shall retain ownership and property interests therein, whether or not the Project is completed. Client may retain copies of the Instruments of Service for information and reference in connection with the Project. Consultant shall grant Client a non-exclusive license to use Consultant's Instruments of Service for this Project only and provided that payment for services rendered and expenses incurred is received in a timely manner.

Consultant makes no representations as to compatibility, usability, or readability of electronically transmitted documents resulting from the use of software application packages, operating systems or computer hardware. In the event of a conflict between electronic and hard copies of documents, the hard copies shall control. Neither party shall be liable for corruption of any electronically transmitted data or information.

Client shall not modify, alter, or disseminate Consultant's Instruments of Service without Consultant's written consent. If Client modifies, alters or disseminates Consultant's Instruments of Service without the Consultant's written consent, misuses them or uses them for a different project, and a claim is asserted against Consultant, Client shall defend and indemnify Consultant as to any such claim(s) and any resulting damages as long as Consultant's Instruments of Service initially complied with the Standard of Care.

Consultant shall retain its Instruments of Service that are pertinent to its performance under this Agreement in accordance with its record retention policy, as amended from time to time. Upon reasonable request and notice, Consultant shall make such records available to Client for inspection and reproduction at Client's expense.

5. OPINIONS OF COST

Where construction cost estimates are included in the Proposal: Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions. Consultant's opinions of Project costs, if any, are based solely upon Consultant's experience and qualifications, and represent Consultant's best judgment as a construction industry professional. Consultant cannot, and does not, guarantee or warrant that any Project costs will not vary from Consultant's opinions of probable cost.

6. SUCCESSORS AND ASSIGNS

Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or limited by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement, unless otherwise expressly agreed. All obligations owed under this Agreement shall be completed before any assignment is concluded.

7. NO THIRD PARTY BENEFICIARIES

No persons or entities other than Consultant and Client shall have any rights or benefits under this Agreement. All obligations, duties and responsibilities undertaken hereunder shall be for the sole and exclusive benefit of only Client and Consultant.

8. PURCHASE/WORK/TASK ORDERS

In the event Client issues a purchase or task order pertaining to Consultant's services under this Agreement, any such purchase or task order shall incorporate by reference this Agreement by reference.

9. SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As an additional service for additional compensation, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating or monitoring the performance of other consultants. Consultant shall not be liable for, and Client shall indemnify and hold Consultant harmless as to, any damages or delays caused by the performance or conduct of others over whom Consultant does not exercise direct control and for whom Consultant is not legally liable. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as incurred, subject to an administrative markup as specified in the Proposal.

10. INDEMNIFICATION

Client and Consultant each agree, subject to limitations of liability contained herein, to indemnify and hold the other, and those for whom each is legally liable, harmless from and against liability for damages, including reasonable attorneys' fees and expenses, to the extent such damages are caused by the indemnifying party's adjudicated negligent acts, errors, or omissions. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether for breach of contract, breach of warranty, tort, or strict liability or otherwise, and irrespective of either party's negligence. The Parties expressly release each other from such claims. Client and Consultant agree to incorporate a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project.

Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations from Consultant's Instruments of Service without Consultant's written consent, Client shall defend, indemnify and hold Consultant and others for whom it is legally liable harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the value of time expended by Consultant and those for whom it is legally liable to the extent a claim and/or resulting damages due to such deviations.

11. LIMITATION OF LIABILITY

Notwithstanding any other provision of the Agreement, to the extent Consultant is adjudicated liable, Consultant's aggregate liability to Client for any services performed by Consultant under this Agreement from any cause including, but not limited to, negligence, breach of contract, strict liability or otherwise, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and Client expressly releases Consultant from any liability in excess of such amount.

12. CHANGES OR DELAYS

The proposed fees for services contained in Consultant's proposal for the Project are based on Consultant's understanding of this portion of the Project, and are subject to the accuracy of information provided to Consultant by Client at that time. As the Project progresses, the facts developed may dictate changes in services or associated effort to be performed. Consultant will inform Client if it becomes aware of the need for a change in time or compensation, Consultant shall negotiate any such change in time or compensation with Client in good faith and memorialize such changes in a writing signed by both Parties.

Costs and schedule shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information or Client's failure to make payment in accordance with its obligations under this Agreement. Costs and schedule shall also be subject to delays caused by events beyond the parties' reasonable control ("Force Majeure Events") including, but not limited to natural disasters, fires, floods, riots, strikes, unavailability

of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency, pandemics, or epidemics. Consultant shall be entitled to additional compensation associated and extensions of time commensurate with the duration of any such delays.

13. PAYMENT

Consultant shall typically invoice Client monthly for services performed under this Agreement, and Client shall pay Consultant's invoices upon receipt. Payment shall be delivered via check to: Beals and Thomas, Inc. at 144 Turnpike Road, Suite 210, Southborough, MA 01772 or delivered by EFT/ACH transfer (contact Consultant for wiring instructions if the latter is your preferred payment method). Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of Client's receipt of Consultant's invoice. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client.

If Client fails to make any payment due to Consultant in accordance with its invoice within thirty (30) days after receipt of Consultant's invoice, amounts due Consultant may accrue interest at the rate of one and one half (1.5%) percent per month commencing on the seventh day after the receipt of the invoice. Additionally, Consultant may either suspend its services under this Agreement following fourteen (14) days' written notice to Client, which suspension will continue until Consultant's invoice has been paid in full. Consultant shall not be liable for any damages or delays resulting from any such suspension. Client shall be responsible for Consultant's costs of collection including reasonable attorneys' fees, expenses and costs.

14. TERMINATION

Either Party may terminate this Agreement upon seven (7) days' written notice if either party fails to substantially perform in accordance with the terms of this Agreement, through no fault of the terminating party. If this Agreement is terminated, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination including all reimbursable expenses and termination expenses.

15. SUBSURFACE INVESTIGATIONS

Client recognizes that there are special risks associated with subsurface conditions, even if Consultant performs its services consistent with the Standard of Care. In no event shall Consultant be liable to Client, or to anyone claiming by, through, or under Client, for any delays and/or costs associated with any hidden, unforeseen or differing site or subsurface conditions. Any liability for such costs or delays shall remain the sole responsibility of Client. Consultant shall not be liable for alteration, damage to, or interference with any subterranean structures including, but not limited to, pipe, tank, cable, or other element or condition whose nature and location are not expressly identified to Consultant in writing before Consultant's exploration commences.

16. HAZARDOUS MATERIALS

Consultant shall under no circumstances be deemed a generator or liable for any hazardous substances, pollutants or contaminants (collectively "Hazardous Materials") encountered or handled in the performance of Consultant's services unless Consultant has introduced such Hazardous Materials to the site. If Consultant or any other party encounters Hazardous Materials at the site that were previously unknown or had not been disclosed to Consultant, or if it becomes known that Hazardous Materials may be present at the site or any adjacent areas that may affect performance of Consultant's services, Consultant shall notify Client and may, at Consultant's option and without liability for any delays or damages associated therewith, suspend performance of services on the Project until Client has remediated the Hazardous Materials, and Client warrants to Consultant that the site is in full compliance with applicable environmental laws and regulations.

17. DISPUTE RESOLUTION

Prior to the initiation of litigation in a court of competent jurisdiction, the Parties agree to mediate all claims, disputes or controversies pertaining in any way to this Agreement to non-binding mediation. Mediation shall be conducted under the auspices of the American Arbitration Association or other mutually agreed mediator. Mediation shall commence by tendering a written demand to the other party. Under no circumstances shall either party seek to mediate or litigate any claim or dispute after the repose period set forth in Section 26 of these Terms and Conditions. This section shall survive completion or termination of this Agreement.

18. CONTROLLING LAW

Except as otherwise set forth in Section 26 of these Terms and Conditions, this Agreement is to be governed by the law of the Commonwealth of Massachusetts.

19. INSURANCE

Consultant will maintain Workmen's Compensation insurance at statutory limits and General Liability Insurance.

Consultant will maintain professional liability insurance for claims arising out of the negligent performance of professional services under this Agreement for which Consultant is adjudicated liable.

Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant unless otherwise agreed with Client.

20. NOTICE

If Client alleges that it has discovered a breach of the Standard of Care, or material breach of the terms of this Agreement, it shall give Consultant thirty (30) days' written notice from the date it identifies such breach. Notice shall include a detailed description of the nature of the breach. Client agrees that failure to give such thirty (30) days' written notice to Consultant shall result in Client's waiver of the claim. Any and all claims are subject to Section 26 of these Terms and Conditions.

21. PROPRIETARY INFORMATION

Client acknowledges that Consultant has developed systems, specifications, details, processes, apparatus, analytical tools and methods that are proprietary to Consultant and used in the ordinary course of its business ("Background Intellectual Property"). Such Background Intellectual Property, and all derivations, enhancements or modifications thereof made by Consultant, including resulting work performed by Consultant hereunder, shall be and remain the property of Consultant. Consultant shall grant Client a non-exclusive license to use such Background Intellectual Property for this Project only.

22. PROMOTIONAL RIGHTS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.

23. TIME LIMITATION FOR CLAIMS

Notwithstanding anything to the contrary in this Agreement or, if applicable, in any prime agreement, any claim that is, will or may be asserted against any Party to this Agreement, whether such claim sounds in contract, tort, at law or in equity, in strict liability or granted by statute or otherwise, shall be commenced against the other Party no later than six (6) years from the earlier of either the date of the Party's last performance of its Scope of Services or work under this Agreement, or the date of substantial completion of the Project. Any claims asserted or commenced after the expiration of this six-year period shall be barred.