



TOWN OF WINCHESTER BOARD OF SELECTMEN'S MEETING  
7:00PM

BOARD OF SELECTMEN MEETING ROOM

- A. 7:00 P.M. OPENING
- B. 7:05 P.M. EXECUTIVE SESSION (CLOSED TO PUBLIC)
1. Litigation Update: Winchester Wine & Spirits – Chapter 30A §21(a)3
- C. 7:00 P.M. NOTIFICATION OF OTHER MEETINGS AND HEARINGS (OPEN TO PUBLIC)

D. TOWN MANAGER REPORT AND COMMENTS

1. Complete Streets Update
2. Winchester Center MBTA Commuter Rail Stop Update
3. Eversource Update
4. Skillings Field Project Update
5. Appointment – Fire Department

Documents: [MANAGER REPORT.PDF](#)

E. MATTERS FROM THE AUDIENCE

F. CHAIRMAN'S COMMENTS

G. SELECTMEN'S COMMENTS AND NON-DOCKET BUSINESS

H. COMPTROLLERS REPORT

Documents: [COMPTROLLER REPORT.PDF](#)

I. LICENSES

1. Common Victualler License Transfer - Toscano's Italian Kitchen

Documents: [LICENSE E-1.PDF](#)

2. Common Victualler License - Wright Locke Farm Stand

Documents: [LICENSE E-2.PDF](#)

J. HEARINGS

1. 8:00 PM Grant Of Location - Nstar D/B/A Eversource: Foxcroft Road

**NStar d/b/a Eversource Energy – Grant of Location Petition Foxcroft Road –  
Northwesterly from pole 54 / 4 approximately 115 feet northeast of  
Wedgemere Avenue – a distance of about 18 feet conduit**

Documents: [HEARING F-1.PDF](#)

2. Grant Of Location - National Grid: Pond Street

Pond Street – Extension of Gas Main 370 Feet on Pond Street from #21 Pond Street to Cambridge Street / 3A as part of gas main replacement project on Pond Street in conjunction with State road work

Documents: [HEARING F-2.PDF](#)

K. BUSINESS

1. Forest Ridge - Comprehensive Permit Site Approval Application Discussion

Documents: [BUSINESS G-1.PDF](#)

2. Bond Signing

Documents: [BUSINESS G-2.PDF](#)

3. VOTE To Renew Veterans Services Agreement Between Winchester And Arlington

Documents: [BUSINESS G-3.PDF](#)

4. Dog Park Options Briefing

Documents: [BUSINESS G-4.PDF](#)

5. Winning Farm Development Agreement

Documents: [BUSINESS G-5.PDF](#)

L. CONSENT AGENDA

1. Approve / Correct Meeting Minutes – April 11, 2016; May 16, 2016; May 23, 2016; June 6, 2016; June 14, and June 17, 2016;

*One Day Alcoholic Beverage License(s)*

2. Archie McIntyre for the Wright Locke Farm Conservancy – June 25, 2016 – 1827 Barn;

3. Gail Freeman for Studio on the Common – June 30, 2016 – Studio on the Common;

*Other:*

4. Police Department request for Budget Transfer from Personal Service to Other Expenses

Documents: [CONSENT.PDF](#)

M. COMMUNICATIONS AND WORKING GROUP

1. Representative Katherine Clark – Tree City Congratulations

2. Emmanuel Lamy, Maire de Saint-Germain-en-Laye – support and friendship in light of the

3. Orlando tragedy

4. DEP re: issuance of Chapter 91 Waterways License
5. Helen Philliou, Chair, Capital Planning Committee re: Available Capital Funding
6. Letters from Grade 5 Ambrose Elementary School Students re: athletic centers in Winchester

Documents: [CORRESPONDENCE.PDF](#)



# Town of Winchester

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## TOWN MANAGER REPORT AND COMMENTS

Docket Item B-1: Complete Streets Update  
B - 2: Winchester Center MBTA Commuter Rail Stop Update  
B - 3: Eversource Update  
B - 4: Skillings Field Project Update  
B - 5: Appointment – Fire Department

Supporting Documents: B-1: Email from Town Engineer w/attachment;  
B - 2, 3 4: Verbal Update from Town Manager  
B - 5: Memo from Town Manager w/attachments

Action Required: Hear update.



June 20, 2016

TO: Board of Selectmen

FROM: Richard C. Howard, Town Manager

SUBJECT: Appointment – Fire Department

In accordance with Section 4-2b of the **Town Charter**, and in accordance with the Rules and Regulations of the Department of Personnel Administration (Civil Service) I have made the following temporary full-time appointment in the Fire Department:

**Jak Letien, 6 Victory Road, Salem, MA 01970**  
**Temporary Full-Time Appointment – Military Replacement**

This individual is a certified paramedic and will fill the position of a firefighter who is serving in the US Armed Forces. Chief Nash is confident that this individual has both the desire and ability to serve Winchester in a professional manner.

/pcm



*Town of Winchester  
Board of Selectmen Meeting*

**Supplemental Agenda**

**Wednesday, June 22, 2016**

**Public Session**

**SUPPLEMENTAL TOWN MANAGER REPORT AND COMMENTS**

Appointment: Geriatric Social Worker, Council on Aging –  
Suzanne Norton, 5 Randolph Road, Wilmington



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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## SUPPLEMENTAL TOWN MANAGER REPORT AND COMMENTS

Docket Item SB-1: Appointment: Council on Aging Geriatric Social Worker  
Suzanne Norton, 5 Randolph Road, Wilmington

### Supporting Documents:

- Memo from Town Manager
- Memo from Phillip Beltz, COA Director

### Action Required:



# Town of Winchester

Richard C. Howard,  
Town Manager

Board of Selectmen  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

## MEMORANDUM

June 21, 2016

TO: Board of Selectmen  
FROM: Richard C. Howard, Town Manager  
SUBJECT: Appointment – COA Social Worker

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In accordance with Section 4-2b of the Winchester Home Rule Charter, I have made the following permanent appointment:

**Suzanne Norton, 5 Randolph Road, Wilmington  
Geriatric Social Worker – Council on Aging**

Ms. Norton has worked as the Somerville COA social worker for over ten years. In addition to a geriatric background, Ms. Norton has experience working with veterans as well as with facilitating groups for caregivers. Her employment will commence July 11, 2016.

/pcm

attachment



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townmanager@winchester.us

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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## COMPTROLLER REPORT

Docket Item D: Comptroller Monthly Report – FY2016 through  
May 31, 2016

### Supporting Documents:

- Memo from Comptroller
- Monthly Summary Report

Action Required:

Informational purposes only.  
Comptroller Ward will not be in attendance.



# Town of Winchester

Town Comptroller's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781 721-7116  
Fax: 781 721-7156  
sward@winchester.us

**TO:** Board of Selectmen  
**FROM:** Stacie Ward, Comptroller *SW*  
**RE:** Comptroller Report  
Fiscal Year 2016 - As of May 31, 2016  
**DATE:** June 22, 2016

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In relation to the Comptroller's Report, I wish to highlight the following:

## *General Fund Revenue*

- The PILOT revenue has not come in yet from the Winchester Hospital. The amount due is expected at any time now and is based on the new agreements with Winchester Hospital for 620 Washington Street and 1021 Main Street. The Town Manager's Office has reached out to the Hospital several times now to remind them of their payment that is due.
- The \$4,334,030 of Miscellaneous Non-Recurring Revenue includes \$4,321,011 of net premiums received upon the issuance of the general obligation bonds and notes issued in early July 2015 (primarily the High School borrowing). Most of this is reserved to offset debt exclusions or future debt issued for a debt-excluded project and will not fall to free cash. Spring Town Meeting voted to use \$4,181,569 of this to offset the amount the Town will borrow for the High School project.
- Other Local Receipts appear to be on target. We've collected \$320k more building permit revenue than expected which will help generate free cash.
- Indirects from the Enterprise Funds are posted quarterly up front; therefore, 100% of the indirects have been processed as of May 31.

## *General Fund Expenditures*

- Salary budgets are less than 92% spent which is to be expected through May.
- For the most part, expenditures appear to be on target as well. Due to the nature of some of the departments, the budgets will be spent more than the expected 92% (debt, contributory retirement, insurance, etc.). Department Heads have been instructed to notify me (and/or the Town Manager's Office) of any budget issues they believe might arise.

*General Fund Expenditures (continued)*

- Since the last report, there have been a few departments who already requested Reserve Fund transfers (approved 6/6/16 – snow & ice \$17, Board of Health \$5,000 and Treas/Coll \$1,500) and others who claim they will need funds to get through the end of the fiscal year. With the Reserve Fund at \$360k, I have asked that they prepare Reserve Fund Transfer Request Forms for the FinCom's review and approval.

The following departments have come to me with needs and will most likely be requesting Reserve Fund Transfers:

- DPW, for overtime costs (est. \$20-\$25k).
- Recreation Enterprise Fund, for temporary wages (est \$35k).
- Veterans, for overtime (est \$50).

There are a few departments who may need funding but they are still under review (Legal and Police Department).

- Health insurance premiums were paid through May. Based on the current charges and our commitments through June 30, it appears that we should finish the year without needing additional funds. Since May 31, we've paid \$757k in health insurance premiums, \$284k in Medicare part b premiums and a few thousand for life insurance and Medicare penalties. We still have to process the retiree means-based mitigation program (\$55k budget) and one more month of wellness related costs, life insurance and Medicare penalties.
- The subsidies paid to the Enterprise Funds are posted quarterly up front; therefore 100% of the subsidies have been processed as of May 31. The subsidies include COLA increases were funded by the General Fund in FY16 (Water/Sewer \$5,767 and Recreation \$26,488).

*Water/Sewer Enterprise Fund*

Overall, the fund appears to be operating as planned and will meet budgeted targets. Revenue has already exceeded expectations, due primarily to the rate increase approved at Town Meeting effective March 1, 2016. Any excess collections and unspent appropriations will help grow retained earnings.

*Recreation Enterprise Fund*

Per a discussion with the Recreation Director, revenues should come in on target.

After a more detailed review of Recreation salaries, it came to my attention that they will need additional funding for temporary salaries to get through FY16 (as mentioned above). It appears that they will be short approximately \$35k if they continue their scheduled programming. I will be meeting with the Recreation Director this week to discuss the funding options (FinCom or year-end transfer).

# Town of Winchester



## Monthly Summary Office of the Comptroller

Stacie A. Ward, CPA, Town Comptroller

Fiscal Year 2016

*As of May 31, 2016*

TOWN OF WINCHESTER, MA  
FINANCIAL UPDATE  
OFFICE OF THE COMPTROLLER  
FISCAL YEAR 2016 - AS OF MAY 31, 2016

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**TOWN OF WINCHESTER, MA**  
**GENERAL FUND REVENUE - FISCAL YEAR TO DATE**  
**THROUGH MAY 31, 2016**

	Revised Budget	Actual	(under)/over Budget	% of Budget Collected
<b>TAXATION</b>				
Real Estate Taxes	76,173,086.48	75,303,789.61	(869,296.87)	
Personal Property taxes	613,013.84	611,479.26	(1,534.58)	
Tax Title Liens/Deferred Taxes	-	231,477.92	231,477.92	
Allowance for Abatements (budgetary only)	(475,906.61)	-	475,906.61	
<b>Total Taxation</b>	<b>76,310,193.71</b>	<b>76,146,746.79</b>	<b>(163,446.92)</b>	<b>99.79%</b>
<b>STATE AID</b>				
Cherry Sheet Revenue, net of offsets	9,119,806.00	8,359,913.00	(759,893.00)	
School Construction	672,082.00	672,082.00	-	
<b>Total State Aid</b>	<b>9,791,888.00</b>	<b>9,031,995.00</b>	<b>(759,893.00)</b>	<b>92.24%</b>
<b>LOCAL RECEIPTS</b>				
Motor Vehicle & Boat Excise	3,400,000.00	3,381,817.45	(18,182.55)	
Other Excise - Meals Tax	148,000.00	125,637.59	(22,362.41)	
Penalties & Interest	240,000.00	206,792.49	(33,207.51)	
Payments in Lieu of Taxes	69,000.00	-	(69,000.00)	
Trash Disposal Service	1,300,000.00	1,281,147.46	(18,852.54)	
Fees	900,000.00	959,602.08	59,602.08	
Rentals	50,000.00	38,678.33	(11,321.67)	
Cemetery	240,000.00	255,856.25	15,856.25	
Other Departmental Revenue	70,000.00	59,841.07	(10,158.93)	
Licenses & Permits	1,400,000.00	1,720,826.95	320,826.95	
Special Assessments	-	1,703.86	1,703.86	
Fines & Forfeitures	34,000.00	32,994.01	(1,005.99)	
Investment Earnings	25,000.00	78,619.09	53,619.09	
Medicaid Reimbursement	50,000.00	59,984.24	9,984.24	
Miscellaneous Recurring	-	2,676.18	2,676.18	
Miscellaneous Non-Recurring	-	4,334,029.92	4,334,029.92	
<b>Total Local Receipts</b>	<b>7,926,000.00</b>	<b>12,540,206.97</b>	<b>4,614,206.97</b>	<b>158.22%</b>
<b>TOTAL REVENUE</b>	<b>94,028,081.71</b>	<b>97,718,948.76</b>	<b>3,690,867.05</b>	<b>103.93%</b>
<b>TRANSFERS IN</b>				
From Enterprise - Indirects	1,418,441.00	1,418,441.00	-	
From Building & Capital Stabilization	3,251,944.78	3,251,944.78	-	
From Other	172,000.00	172,175.00	175.00	
<b>TOTAL TRANSFERS IN</b>	<b>4,842,385.78</b>	<b>4,842,560.78</b>	<b>175.00</b>	<b>100.00%</b>
<b>TOTAL REVENUE AND TRANSFERS IN</b>	<b>98,870,467.49</b>	<b>102,561,509.54</b>	<b>3,691,042.05</b>	<b>103.73%</b>

TOWN OF WINCHESTER, MA  
GENERAL FUND EXPENDITURES - FISCAL YEAR TO DATE  
THROUGH MAY 31, 2016

	Revised Budget	Actual	Encumbrances	under/(over) Budget	% of Budget Used
TOWN MANAGER SALARIES	567,972.00	473,878.99	-	94,093.01	83.43%
TOWN MANAGER EXPENSES	183,145.00	72,251.39	14,237.08	96,656.53	47.22%
FINANCE COMMITTEE SALARIES	3,500.00	1,548.27	-	1,951.73	44.24%
FINANCE COMMITTEE EXPENSES	2,500.00	387.27	-	2,112.73	15.49%
COMPTROLLER SALARIES	355,908.00	313,739.88	-	42,168.12	88.15%
COMPTROLLER EXPENSES	2,670.00	2,274.33	-	395.67	85.18%
ASSESSORS SALARIES	210,160.00	165,635.80	-	44,524.20	78.81%
ASSESSORS EXPENSES	122,750.00	82,521.89	-	40,228.11	67.23%
COLLECTOR/TREASURER SALARIES	304,571.00	260,397.59	-	44,173.41	85.50%
COLLECTOR/TREASURER EXPENSES	108,350.00	85,454.50	8,425.00	14,470.50	86.64%
COLLECTOR/TREASURER CAPITAL	2,000.00	1,607.27	-	392.73	80.36%
AUDIT EXPENSES	84,750.00	79,750.00	-	5,000.00	94.10%
PLANNING & COMMUNITY DEVELOPMENT SALARIES	781,717.50	692,117.23	-	89,600.27	88.54%
PLANNING & COMMUNITY DEVELOPMENT EXPENSES	94,704.00	34,149.06	2,280.84	58,274.10	38.47%
PLANNING BOARD SALARIES	89,028.00	74,117.48	-	14,910.52	83.25%
PLANNING BOARD EXPENSES	49,559.00	12,705.87	18,234.14	18,618.99	62.43%
LEGAL EXPENSES	347,594.00	289,388.68	-	58,205.32	83.25%
HUMAN RESOURCES SALARIES	82,871.00	72,078.78	-	10,792.22	86.98%
HUMAN RESOURCES EXPENSES	11,200.00	6,479.07	-	4,720.93	57.85%
DATA PROCESSING SALARIES	95,028.00	83,541.26	-	11,486.74	87.91%
DATA PROCESSING EXPENSES	438,054.00	376,433.22	33,299.00	28,321.78	93.53%
GENERAL SERVICES EXPENSES	132,462.00	113,910.05	-	18,551.95	85.99%
TOWN CLERK SALARIES	312,308.00	245,133.46	-	67,174.54	78.49%
TOWN CLERK EXPENSES	55,952.00	25,501.93	17,805.13	12,644.94	77.40%
GENERAL GOVERNMENT	<u>4,438,753.50</u>	<u>3,565,003.27</u>	<u>94,281.19</u>	<u>779,469.04</u>	<u>82.44%</u>
LIBRARY SALARIES	1,436,287.00	1,230,892.73	-	205,394.27	85.70%
LIBRARY EXPENSES	383,185.00	349,761.84	1,130.00	32,293.16	91.57%
LIBRARY CAPITAL	13,500.00	4,813.18	-	8,686.82	35.65%
ARCHIVAL CENTER EXPENSES	11,665.00	8,684.80	2,000.00	980.20	91.60%
HISTORICAL COMMISSION SALARIES	1,500.00	112.81	-	1,387.19	7.52%
HISTORICAL COMMISSION EXPENSES	5,000.00	5,000.00	-	-	100.00%
CULTURE & RECREATION	<u>1,851,137.00</u>	<u>1,599,265.36</u>	<u>3,130.00</u>	<u>248,741.64</u>	<u>86.56%</u>
BOARD OF HEALTH SALARIES	247,607.00	216,680.57	-	30,926.43	87.51%
BOARD OF HEALTH EXPENSES	54,170.00	48,901.82	2,748.47	2,519.71	95.35%
COUNCIL ON AGING SALARIES	248,193.00	217,251.56	-	30,941.44	87.53%
COUNCIL ON AGING EXPENSES	6,350.00	2,480.36	-	3,869.64	39.06%
VETERANS' SERVICES SALARIES	8,906.00	6,773.85	-	2,132.15	76.06%
VETERANS' SERVICES EXPENSES	42,343.00	20,419.86	-	21,923.14	48.22%
HEALTH & SOCIAL SERVICES	<u>607,569.00</u>	<u>512,508.02</u>	<u>2,748.47</u>	<u>92,312.51</u>	<u>84.81%</u>
POLICE SALARIES	4,133,806.00	3,554,511.57	-	579,294.43	85.99%
POLICE EXPENSES	199,269.00	165,344.23	-	33,924.77	82.98%
POLICE CAPITAL	68,800.00	67,909.45	-	890.55	98.71%
FIRE SALARIES	4,274,814.00	3,522,357.08	-	752,456.92	82.40%
FIRE EXPENSES	229,574.00	155,000.14	-	74,573.86	67.52%
FIRE CAPITAL	32,500.00	16,323.44	-	16,176.56	50.23%

**TOWN OF WINCHESTER, MA**  
**GENERAL FUND EXPENDITURES - FISCAL YEAR TO DATE**  
**THROUGH MAY 31, 2016**

	Revised Budget	Actual	Encumbrances	under/(over) Budget	% of Budget Used
SEALER OF WEIGHTS & MEASURES SALARIES	7,582.00	6,747.77	-	834.23	89.00%
SEALER OF WEIGHTS & MEASURES EXPENSES	2,022.00	560.60	-	1,461.40	27.73%
<b>PUBLIC SAFETY</b>	<b>8,948,367.00</b>	<b>7,488,754.28</b>	<b>-</b>	<b>1,459,612.72</b>	<b>83.69%</b>
DEPARTMENT OF PUBLIC WORKS SALARIES	3,789,559.00	3,356,762.15	-	432,796.85	88.58%
DEPARTMENT OF PUBLIC WORKS EXPENSES	2,056,363.56	1,566,004.95	234,922.71	255,435.90	87.58%
DEPARTMENT OF PUBLIC WORKS CAPITAL	92,275.00	89,950.00	-	2,325.00	97.48%
SNOW & ICE SALARIES	166,768.68	166,785.69	-	(17.01)	100.01%
SNOW & ICE EXPENSES	252,242.36	252,242.36	-	-	100.00%
SNOW & ICE CAPITAL	13,430.17	13,430.17	-	-	100.00%
<b>DEPARTMENT OF PUBLIC WORKS</b>	<b>6,370,638.77</b>	<b>5,445,175.32</b>	<b>234,922.71</b>	<b>690,540.74</b>	<b>89.16%</b>
SCHOOL DEPARTMENT	43,285,480.45	35,837,491.22	7,107,486.66	340,502.57	99.21%
VOCATIONAL EDUCATION EXPENSES	184,105.00	184,105.00	-	-	100.00%
<b>EDUCATION</b>	<b>43,469,585.45</b>	<b>36,021,596.22</b>	<b>7,107,486.66</b>	<b>340,502.57</b>	<b>99.22%</b>
CONTRIBUTORY RETIREMENT EXPENSES	4,019,991.00	4,019,991.00	-	-	100.00%
WORKERS COMPENSATION/INDEMNITY EXPENSES	400,000.00	193,073.24	-	206,926.76	48.27%
UNEMPLOYMENT INSURANCE EXPENSES	75,000.00	57,177.31	-	17,822.69	76.24%
HEALTH INSURANCE EXPENSES	9,481,260.00	8,344,454.73	-	1,136,805.27	88.01%
MEDICARE TAX & REFUND EXPENSES	820,000.00	651,739.18	-	168,260.82	79.48%
NON-CONTRIBUTORY RETIREMENT EXPENSES	36,000.00	32,583.76	-	3,416.24	90.51%
<b>UNDISTRIBUTED - PERSONNEL BENEFITS</b>	<b>14,832,251.00</b>	<b>13,299,019.22</b>	<b>-</b>	<b>1,533,231.78</b>	<b>89.66%</b>
ENERGY EXPENSES	2,370,798.57	2,195,452.35	43,506.60	131,839.62	94.44%
STATE ASSESSMENTS & CHARGES	524,196.00	507,247.00	-	16,949.00	96.77%
RESERVE FUND	370,439.50	-	-	370,439.50	0.00%
GENERAL INSURANCE EXPENSES	351,575.00	341,301.20	-	10,273.80	97.08%
ENVIRONMENTAL REMEDIATION SERVICES EXPENSE	148,512.00	62,481.37	20,823.89	65,206.74	56.09%
<b>UNDISTRIBUTED - STATE ASSESSMENTS, INSURANCE &amp; OTH</b>	<b>3,765,521.07</b>	<b>3,106,481.92</b>	<b>64,330.49</b>	<b>594,708.66</b>	<b>84.21%</b>
FUNDED DEBT EXPENSES	4,678,301.00	4,678,300.67	-	0.33	100.00%
INTEREST ON FUNDED DEBT EXPENSES	2,114,110.00	2,114,109.01	-	0.99	100.00%
<b>FUNDED DEBT</b>	<b>6,792,411.00</b>	<b>6,792,409.68</b>	<b>-</b>	<b>1.32</b>	<b>100.00%</b>
<b>TOTAL EXPENDITURES</b>	<b>91,076,233.79</b>	<b>77,830,213.29</b>	<b>7,506,899.52</b>	<b>5,739,120.98</b>	<b>93.70%</b>
TRANSFERS TO BUILDING & CAPITAL STABILIZATION FUNDS	4,283,264.00	4,283,264.00	-	-	100.00%
TRANSFERS TO ENTERPRISE FUNDS (CH110/SUBSIDY/COLA)	4,335,123.00	4,335,123.00	-	-	100.00%
TRANSFER TO RETIREE HEALTH CARE TRUST	350,000.00	350,000.00	-	-	100.00%
TRANSFERS TO CONTINUED ARTICLE/CAPITAL FUND	620,000.00	620,000.00	-	-	100.00%
<b>TOTAL TRANSFERS OUT</b>	<b>9,588,387.00</b>	<b>9,588,387.00</b>	<b>-</b>	<b>-</b>	<b>100.00%</b>
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>100,664,620.79</b>	<b>87,418,600.29</b>	<b>7,506,899.52</b>	<b>5,739,120.98</b>	<b>94.30%</b>

TOWN OF WINCHESTER, MA  
WATER/SEWER ENTERPRISE FUND - FISCAL YEAR TO DATE  
THROUGH MAY 31, 2016

	Revised Budget	Actual	Encumbrances	Budget surplus/(deficit)	% of Budget Collected/Spent
<b>REVENUE:</b>					
Water usage and other charges	2,224,111.76	2,507,853.57	-	283,741.81	
Sewer usage and other charges	2,759,888.23	2,931,389.21	-	171,500.98	
Investment Income	1,000.00	-	-	(1,000.00)	
<b>Total Revenue</b>	<b>4,984,999.99</b>	<b>5,439,242.78</b>	<b>-</b>	<b>454,242.79</b>	<b>109.11%</b>
<b>EXPENDITURES:</b>					
Sewer Operations	1,594,379.00	1,469,484.61	15,674.10	109,220.29	
Water Operations	1,821,091.70	1,627,739.75	58,721.21	134,630.74	
Funded Debt & MWRA Capital	4,774,861.92	4,774,861.92	-	-	
<b>Total Expenditures</b>	<b>8,190,332.62</b>	<b>7,872,086.28</b>	<b>74,395.31</b>	<b>243,851.03</b>	<b>96.11%</b>
<b>OTHER FINANCING SOURCES/(USES):</b>					
Transfers from the General Fund	4,133,634.50	4,133,634.50	-	-	100.00%
Indirects to the General Fund	(1,132,079.00)	(1,132,079.00)	-	-	100.00%
<b>Total OFS/(OFU)</b>	<b>3,001,555.50</b>	<b>3,001,555.50</b>	<b>-</b>	<b>-</b>	
<b>Net activity</b>	<b>(203,777.13)</b>	<b>568,712.00</b>			

TOWN OF WINCHESTER, MA  
 RECREATION ENTERPRISE FUND - FISCAL YEAR TO DATE  
 THROUGH MAY 31, 2016

	Revised Budget	Actual	Encumbrances	Budget surplus/(deficit)	% of Budget Collected/Spent
<b>REVENUE:</b>					
Year Round Programs	916,000.00	814,029.00	-	(101,971.00)	
Adult Programs	86,000.00	57,126.50	-	(28,873.50)	
Youth Programs	575,000.00	602,791.46	-	27,791.46	
Special Events & Trips	51,000.00	72,614.57	-	21,614.57	
Investment Income	-	1,157.41	-	1,157.41	
<b>Total Revenue</b>	<b>1,628,000.00</b>	<b>1,547,718.94</b>	<b>-</b>	<b>(80,281.06)</b>	<b>95.07%</b>
<b>EXPENDITURES:</b>					
Personal Services	984,488.00	885,951.07	-	98,536.93	
Expenditures	558,708.00	429,889.23	49,336.50	79,482.27	
<b>Total Expenditures</b>	<b>1,543,196.00</b>	<b>1,315,840.30</b>	<b>49,336.50</b>	<b>178,019.20</b>	<b>85.27%</b>
<b>OTHER FINANCING SOURCES/(USES):</b>					
Transfers from the General Fund	201,488.00	201,488.00	-	-	100.00%
Indirect Transfers to the General Fund	(286,362.00)	(286,362.00)	-	-	100.00%
<b>Total OFS/(OFU)</b>	<b>(84,874.00)</b>	<b>(84,874.00)</b>	<b>-</b>	<b>-</b>	
<b>Net Activity</b>	<b>(70.00)</b>	<b>147,004.64</b>			



# Town of Winchester

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

Board of Selectmen Meeting  
Wednesday, June 22, 2016

## LICENSES

Docket Item **E-1:** Common Victualler License Transfer – Toscano's Italian Kitchen  
740 Main Street from William Batarseh d/b/a  
Toscano's Italian Kitchen to Mina A. Askander and  
Peter M. Gerges d/b/a Toscano's Italian Kitchen

**E - 2:** Common Victualler License – Wright-Locke Farm Stand,  
78 Ridge Street

### Supporting Documents:

**E - 1:** Common Victualler License Application filed by  
Mina A. Askander & Peter M. Gerges;  
Town of Winchester General License Application;  
Workers' Compensation Insurance Affidavit;  
(2) Mass. Drivers Licenses;  
Copy of Lease; Staff Comments

**E - 2:** Common Victualler License Application filed by  
Philip A. McIntyre on behalf of the Farm Stand – Wright  
Locke Farm;  
Town of Winchester General License Application;  
Worker's Compensation Insurance Affidavit;  
Photographs of the space; Staff Comments

### Action Required:

**E - 1:** VOTE to approve transfer of license;

**E - 2:** VOTE to issue new license.

Number: CV78-16

THE COMMONWEALTH OF MASSACHUSETTS

Fee: Pd.

TOWN OF WINCHESTER



This is to certify that: **Wright-Locke Farm Stand, 78 Ridge Street**

IS HEREBY GRANTED A  
COMMON VICTUALLER'S LICENSE

in said Town of Winchester and at that place only and expires **December 31, 2016** unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures:

Winchester Board of Selectmen (Licensing Authorities):

Hours:

8:30a.m. to 12:30p.m. Monday - Saturday

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

June 2016

TOWN OF WINCHESTER, MASSACHUSETTS



COMMON VICTUALLER APPLICATION  
RESTAURANT

The undersigned hereby applies to the Board of Selectmen of the Town of Winchester for a Food Vendor License. In support of this application, the following information is provided and will be used by the Board of Selectmen in approving or disapproving a license. The fee is \$100.00.

- 1. Location: 78 Ridge Street, Winchester  
Number Street
- 2. Name of Applicant: Philip A. McIntyre  
(Including middle initial)
- 3. Name of Business: FARM STAND - WRIGHT-LOCHE FARM

If Corporation: Give Name and Address

President: Sally Quinn 33 Grove Street, Winchester  
 Secretary: Charlene Bond 61 Hutchinsons Rd, Winchester  
 Treasurer: Cynthia Latta 7 Wainwright Rd, Winchester

- 4. Description of Applicant:
  - a. Full Name: Philip A. McIntyre
  - b. Present Address: 10 Old Oak Lane, Winchester
  - c. Address for Past Ten Years: 48 Everett Ave Winchester
  - d. Citizen of United States?  Yes  No
  - e. Place of Birth: New York, NY.
  - f. Date of Naturalization: \_\_\_\_\_
  - g. Date of Birth: \_\_\_\_\_
  - h. Years' Experience in Food Business: 0
  - i. If married woman, please provide maiden name: \_\_\_\_\_
  - j. Parents' Name: Randall P. / Helen P.  
Father Mother

16 MAY 12 PM 11:07  
 TOWN OF WINCHESTER  
 SEAL REGISTER

16 MAY 12 PM 11:07  
 TOWN OF WINCHESTER  
 SEAL REGISTER

5. Experience of Applicant:

- a. Present job: Executive Director, Wright Lodge Farm
- b. Location: 78 Ridge Street, Wmchester
- c. Description of Duties: Overall responsibility for Farm operations
- d. Dates of Employment: 1/1/2013 to Present
- e. Prior Experience: Real Estate Investment, Furniture making

6. Description of Proposed Food Service Business: (Note: Floor Plan must be submitted with application)

- a. Which meals will be served: NONE
- b. Hours of Operation: M - F 8:30 AM to 12:30 PM
- c. Floor space: 1,000 + sq. ft.
- d. Type of food: coffee, snacks + self stable foods + vegetables
- e. Method of Food Preparation NO preparation on site
- f. Cooking facilities NONE
- g. Number of Employees 5 - parttime
- h. Seating Capacity 12 - outdoor patio
- i. Take Out Service N/A Yes  No

7. References

- a. Food Business None
- b. Character Reference Thomas P. Hawley
- c. Bank Reference Wmchester Savings Bank

8. Will you Own \_\_\_\_\_ Rent From Town Location?

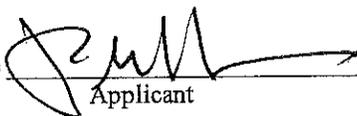
a. If Rent, State Owner of Location \_\_\_\_\_

9. List any other information you feel will assist in review of this application \_\_\_\_\_

FARM STAND.

10. Have you ever been denied? No

I hereby agree to conform to the Town of Winchester By-Laws and Regulations and any special conditions governing this Food Vendor/Common Victualler License which the Board of Selectmen may establish. I further understand that the Board is not required to grant a license. No work is to commence at the premises of the proposed location prior to the issuance of a License except at my own risk. Transfer of this license is prohibited. Failure to conform to Town By-Laws and conditions after issuance of the license could result in suspension or revoking of said License by the Board of Selectmen.

Signature  Applicant  
Address 60 old Oak Lane  
Winchester MA 01890  
Telephone Number \_\_\_\_\_ 1 (c)  
Date 5/12/16

Please submit a check in the amount of \$100 made out to the Town of Winchester.

TRANSFER OF LICENSE: LICENSE WILL BE ISSUED ON SURRENDER OF OLD LICENSE



**TOWN OF WINCHESTER  
BOARD OF SELECTMEN - GENERAL LICENSE APPLICATION**

This is a general application for a license that the Board of Selectmen may grant. All license applications to the Winchester Board of Selectmen must be accompanied by the following information.

Indicate if license is: New  Transfer  Change of d/b/a  Other

**List type of license(s) applying for:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Common Victualler _____          | <input type="checkbox"/> Food Vendor _____                       |
| <input type="checkbox"/> Package Store All Alcohol _____             | <input type="checkbox"/> Package Store Wine & Malt _____         |
| <input type="checkbox"/> Restaurant All Alcohol (100 seats) _____    | <input type="checkbox"/> Restaurant All Alcohol (70 seats) _____ |
| <input type="checkbox"/> Restaurant Wine & Malt _____                | <input type="checkbox"/> Club All Alcohol _____                  |
| <input type="checkbox"/> Class I Auto Sales: _____                   | <input type="checkbox"/> Class II Auto Sales: _____              |
| <input type="checkbox"/> Vehicle for Hire/Taxi No of Vehicles: _____ | <input type="checkbox"/> Fortune Teller _____                    |
| <input type="checkbox"/> Annual Entertainment _____                  | <input type="checkbox"/> Automatic Amusement _____               |

Business Name (legal): Wright - Loch Fraun dba: \_\_\_\_\_

**Please attach copy of business certificate if applying as dba or individual.** If business is a corporation or LLC, please attach:

1. Certificate of Good Standing from the Secretary of State's Office.
2. Corporate Vote authorizing business at the location.

Address of licensed premises (include zip code): 79 Ridge Street, Winchester MA  
01890

Mailing address (if different than above address): SAME

Name of individual/applicant authorized to apply for license: Philip A. McIntyre

Business tel. no. of applicant: \_\_\_\_\_ business email: amcintyre@winfram.org

F.E.I.N: (F.I.N.) 113-44-6967

Please check one of the following:  own premises  lease premises  property under P&S

Name and address of property owner if different from license holder:

Town of Winchester  
Name \_\_\_\_\_ Address \_\_\_\_\_

**If applicable, please attach copy of lease and/or Purchase and Sales Agreement.**

Do you currently hold a similar license? YES What type? Food Establishment Permit

Have you previously applied for a license? (Yes) \_\_\_\_\_ (No)

**Town of Winchester General Application**

Have you ever had a license revoked? (Yes) \_\_\_\_\_ (No)  If yes, please indicate why:

If there is a building or structure associated with the license, please submit the following (preferably on 8 1/2 x 11" paper - no larger than 8 1/2 x 14"):

- 1. Floor plan (include seating area), and
- 2. Site plan indicating parking areas and access to Town ways.

**If applying for a Class I or Class II license, please submit a plot plan that shows:**

- 1. The number of the vehicles on display
- 2. The exact location of the vehicles
- 3. Customer parking
- 4. Office area

Proposed hours of operation:

Monday 9:30-12:30 Tuesday 9:30-12:30 Wednesday 8:30-12:30  
 Thursday 9:30-12:30 Friday 9:30-12:30  
 Saturday 9:30-12:30 Sunday \_\_\_\_\_

Has the applicant operated a similar business? (if applicable)

Name of Business: NO  
 Address: \_\_\_\_\_  
 Federal Tax No. (if applicable): \_\_\_\_\_

*I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state and local taxes required by law.*

Date: 5/12/16

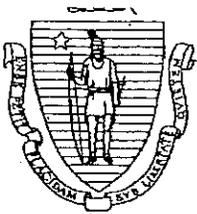
Signature: [Signature]

*I certify that I have read through the conditions included with this license and agree to comply with any further stipulations that the Licensing Authority may from time to time approve. I also hereby authorize the Licensing Authority or their agent to conduct whatever investigation or inquiry is necessary to verify the information contained in this application.*

Date: 5/12/16

Signature: [Signature]

Please contact the Selectmen's Office at 781-721-7133 if you have any questions regarding this application form.



Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, MA 02111  
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

**Applicant Information**

Please Print Legibly

Business/Organization Name: Wright-Loche Farm Courtyard

Address: 78 Bridge Street

City/State/Zip: Windsor Phone #: 781-760-1017

Are you an employer? Check the appropriate box:

- 1.  I am an employer with 12 employees (full and/or part-time).\*
- 2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
- 4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5.  Retail
- 6.  Restaurant/Bar/Eating Establishment
- 7.  Office and/or Sales (incl. real estate, auto, etc.)
- 8.  Non-profit
- 9.  Entertainment
- 10.  Manufacturing
- 11.  Health Care
- 12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

*I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.*

Insurance Company Name: Family Farm Assurance

Insurer's Address: (on file)

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

*I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.*

Signature: [Signature] Date: 5/12/16

Phone #: 781-760-1017

*Official use only. Do not write in this area, to be completed by city or town official.*

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):  
 1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

---

## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

---

## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts

Department of Industrial Accidents

Office of Investigations

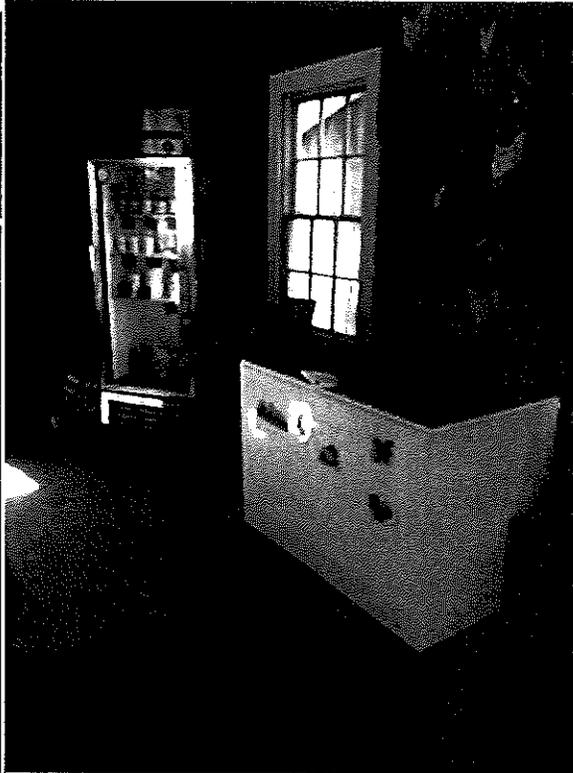
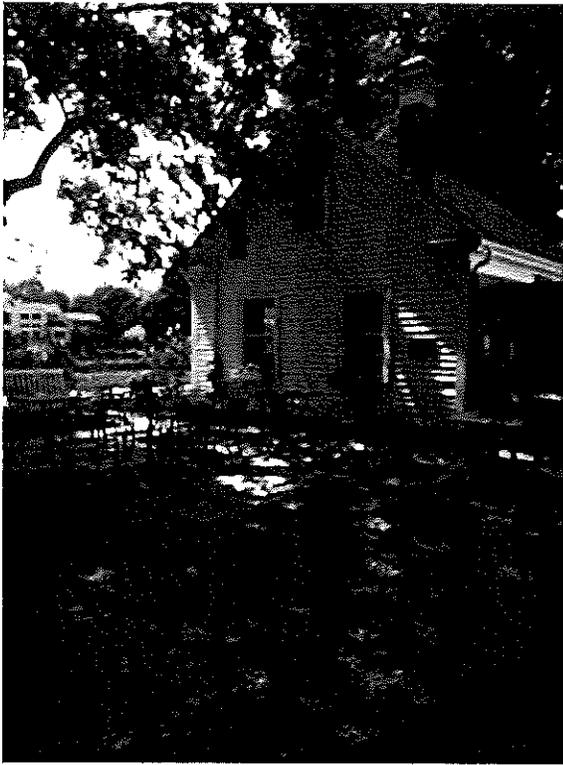
600 Washington Street

Boston, MA 02111

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

[www.mass.gov/dia](http://www.mass.gov/dia)





## Cafarella, Jennifer

---

**From:** Albertelli, Ken  
**Sent:** Thursday, May 12, 2016 4:29 PM  
**To:** Cafarella, Jennifer  
**Cc:** A Lt. MacDonnell  
**Subject:** FW: WLF Common Vic license  
**Attachments:** 201605121417.pdf

Hi Jenn,

The Police Dept. has no objection.

Thanks  
Ken

-----Original Message-----

**From:** Cafarella, Jennifer  
**Sent:** Thursday, May 12, 2016 3:45 PM  
**To:** Murphy, Jennifer; Wile, John; Nash, John; Albertelli, Ken  
**Subject:** WLF Common Vic license

All,

Can I please have your comments on the attached Common Vic application?

Thanks -  
Jenn

## Cafarella, Jennifer

---

**From:** Nash, John  
**Sent:** Friday, May 13, 2016 10:45 AM  
**To:** Cafarella, Jennifer  
**Subject:** RE: WLF Common Vic license

The Winchester Fire Department has no objection to the Food Vendor licensing of the Wright Locke Farm , providing the usual and customary restrictions.

Chief John Nash

Winchester Fire Department

32 Mount Vernon Street Winchester MA 01890  
Phone (781) 729-5993 | Fax (781) 721-6722

-----Original Message-----

**From:** Cafarella, Jennifer  
**Sent:** Thursday, May 12, 2016 3:45 PM  
**To:** Murphy, Jennifer <jenmurphy@winchester.us>; Wile, John <jwile@winchester.us>; Nash, John <jnash@winchester.us>; Albertelli, Ken <KAlbertelli@winchester.us>  
**Subject:** WLF Common Vic license

All,

Can I please have your comments on the attached Common Vic application?

Thanks -  
Jenn

## Cafarella, Jennifer

---

**From:** Murphy, Jennifer  
**Sent:** Monday, June 06, 2016 10:31 AM  
**To:** Cafarella, Jennifer  
**Cc:** Wile, John  
**Subject:** RE: WLF Common Vic license

Al and I went on Friday.

The Farm stand is ok for now. They are on the brink of needed to upgrade the space if they expand what they are doing which I know they want to.

Al suggested that there be a meeting b/t town officials and farm people to figure out a 5 yr. plan – right now upgrades to the barn are needed b/c the building isn't sprinkled and they use it for functions. Archie said he'd talk to Richard.

They clearly want to do more up there which is fine but they also need to be in compliance w/applicable regulations for food, building, etc.

**From:** Cafarella, Jennifer  
**Sent:** Tuesday, May 31, 2016 1:52 PM  
**To:** Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>  
**Subject:** FW: WLF Common Vic license

Have either of your taken a look at the Farm's farm stand?

Thanks –  
Jenn

**From:** Archie McIntyre [<mailto:amcintyre@wlfarm.org>]  
**Sent:** Tuesday, May 17, 2016 2:05 PM  
**To:** Cafarella, Jennifer  
**Subject:** Re: WLF Common Vic license

Jennifer - here is a simple sketch of the Farm Stand as well as some photos to forward to Al. I will also stop by the building department to explain to Al what we are doing with the Farm Stand. Thanks, Archie

Archie McIntyre  
Executive Director  
Wright-Locke Farm  
78 Ridge Street  
Winchester, MA 01890  
781-760-1017 (Cell)  
781-728-8775 (Farm)  
[amcintyre@wlfarm.org](mailto:amcintyre@wlfarm.org)



## Cafarella, Jennifer

---

**From:** Wile, John  
**Sent:** Tuesday, June 07, 2016 9:27 AM  
**To:** Murphy, Jennifer; Cafarella, Jennifer  
**Cc:** Wade Welch (wwelch@welchdonohoe.com); Howard, Richard  
**Subject:** RE: WLF Common Vic license

All I want to confirm Jenn's response to our visit and thank Archie for his recognition that a dialogue should begin. The farm is a great asset and I feel if we all work diligently on this a more than satisfactory outcome can be achieved. Al

**From:** Murphy, Jennifer  
**Sent:** Monday, June 06, 2016 10:31 AM  
**To:** Cafarella, Jennifer <jcafarella@winchester.us>  
**Cc:** Wile, John <jwile@winchester.us>  
**Subject:** RE: WLF Common Vic license

Al and I went on Friday.

The Farm stand is ok for now. They are on the brink of needed to upgrade the space if they expand what they are doing which I know they want to.

Al suggested that there be a meeting b/t town officials and farm people to figure out a 5 yr. plan – right now upgrades to the barn are needed b/c the building isn't sprinkled and they use it for functions. Archie said he'd talk to Richard.

They clearly want to do more up there which is fine but they also need to be in compliance w/applicable regulations for food, building, etc:

**From:** Cafarella, Jennifer  
**Sent:** Tuesday, May 31, 2016 1:52 PM  
**To:** Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>  
**Subject:** FW: WLF Common Vic license

Have either of your taken a look at the Farm's farm stand?

Thanks –  
Jenn

**From:** Archie McIntyre [<mailto:amcintyre@wlfarm.org>]  
**Sent:** Tuesday, May 17, 2016 2:05 PM  
**To:** Cafarella, Jennifer  
**Subject:** Re: WLF Common Vic license

Jennifer - here is a simple sketch of the Farm Stand as well as some photos to forward to Al. I will also stop by the building department to explain to Al what we are doing with the Farm Stand. Thanks, Archie

Archie McIntyre  
Executive Director  
Wright-Locke Farm

Number: CV740-16A

THE COMMONWEALTH OF MASSACHUSETTS

Fee: Pd.

TOWN OF WINCHESTER



This is to certify that: **Tosceno's Italian Kitchen, 740 Main Street**

IS HEREBY GRANTED A  
COMMON VICTUALLER'S LICENSE

in said Town of Winchester and at that place only and expires **December 31, 2016** unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures:

Winchester Board of Selectmen (Licensing Authorities):

Hours:  
10:00a.m. to 10:00p.m. Monday - Sunday

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

June 2016

TOWN OF WINCHESTER, MASSACHUSETTS



COMMON VICTUALLER APPLICATION  
RESTAURANT

The undersigned hereby applies to the Board of Selectmen of the Town of Winchester for a Food Vendor License. In support of this application, the following information is provided and will be used by the Board of Selectmen in approving or disapproving a license. The fee is \$100.00.

1. Location: 740 Main st, Winchester  
Number Street

2. Name of Applicant: Mina A. Askander & Peter M. Gerges  
(Including middle initial)

3. Name of Business: Toscans Italian Kitchen

If Corporation: Give Name and Address

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

4. Description of Applicant:

a. Full Name: Mina A. Askander

b. Present Address: 1105 Lexington st Bld. 9 Apt. 1 Waltham, MA 02452

c. Address for Past Ten Years: Same

d. Citizen of United States?  Yes  No

e. Place of Birth: Egypt

f. Date of Naturalization: September 11 / 2012

g. Date of Birth: \_\_\_\_\_

h. Years' Experience in Food Business: 10 years

i. If married woman, please provide maiden name: \_\_\_\_\_

j. Parents' Name: ARDEL MURTH / Hiram  
Father Mother

16 JUN -1 10:40 AM '12  
TOWN OF WINCHESTER  
BOARD OF SELECTMEN

5. Experience of Applicant:

- a. Present job: owner of Perry's Italian Kitchen.
- b. Location: 1072 Belmont St, Waterbury, MA, 02472
- c. Description of Duties: order supplies, scheduling, payroll, customer service, shift manager.
- d. Dates of Employment: 2006
- e. Prior Experience: \_\_\_\_\_

6. Description of Proposed Food Service Business: (Note: Floor Plan must be submitted with application)

- a. Which meals will be served: Lunch, Dinner
- b. Hours of Operation: Mon - Thru - Sun: 10am - 10pm
- c. Floor space: 1400 - sq. ft.
- d. Type of food: pizza, subs, salads, pasta, wraps.
- e. Method of Food Preparation Cook to order
- f. Cooking facilities pizza shop, italian style cooking.
- g. Number of Employees 5
- h. Seating Capacity 8
- i. Take Out Service  Yes  No

7. References

- a. Food Business Amer Dawies William Betaseh
- b. Character Reference \_\_\_\_\_
- c. Bank Reference \_\_\_\_\_

8. Will you Own  Rent  Location?

- a. If Rent, State Owner of Location Fadi Chen.

9. List any other information you feel will assist in review of this application \_\_\_\_\_

10. Have you ever been denied? No

I hereby agree to conform to the Town of Winchester By-Laws and Regulations and any special conditions governing this Food Vendor/Common Victualler License which the Board of Selectmen may establish. I further understand that the Board is not required to grant a license. No work is to commence at the premises of the proposed location prior to the issuance of a License except at my own risk. Transfer of this license is prohibited. Failure to conform to Town By-Laws and conditions after issuance of the license could result in suspension or revoking of said License by the Board of Selectmen.

Signature [Handwritten Signature]  
Applicant

Address 1105 Lexington St Bld. 9 Apt. 1  
Waltham, MA, 02452

Telephone Number \_\_\_\_\_ '19

Date 5-31-2016

Please submit a check in the amount of \$100 made out to the Town of Winchester.

TRANSFER OF LICENSE: LICENSE WILL BE ISSUED ON SURRENDER OF OLD LICENSE



**TOWN OF WINCHESTER  
BOARD OF SELECTMEN - GENERAL LICENSE APPLICATION**

This is a general application for a license that the Board of Selectmen may grant. All license applications to the Winchester Board of Selectmen must be accompanied by the following information.

Indicate if license is: New \_\_\_ Transfer  Change of d/b/a \_\_\_ Other \_\_\_\_\_

**List type of license(s) applying for:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Common Victualler _____          | <input type="checkbox"/> Food Vendor _____                       |
| <input type="checkbox"/> Package Store All Alcohol _____             | <input type="checkbox"/> Package Store Wine & Malt _____         |
| <input type="checkbox"/> Restaurant All Alcohol (100 seats) _____    | <input type="checkbox"/> Restaurant All Alcohol (70 seats) _____ |
| <input type="checkbox"/> Restaurant Wine & Malt _____                | <input type="checkbox"/> Club All Alcohol _____                  |
| <input type="checkbox"/> Class I Auto Sales: _____                   | <input type="checkbox"/> Class II Auto Sales: _____              |
| <input type="checkbox"/> Vehicle for Hire/Taxi No of Vehicles: _____ | <input type="checkbox"/> Fortune Teller _____                    |
| <input type="checkbox"/> Annual Entertainment _____                  | <input type="checkbox"/> Automatic Amusement _____               |

Business Name (legal): Toscana's Italian Kitchen dba: \_\_\_\_\_

**Please attach copy of business certificate if applying as dba or individual.** If business is a corporation or LLC, please attach:

1. Certificate of Good Standing from the Secretary of State's Office.
2. Corporate Vote authorizing business at the location.

Address of licensed premises (include zip code): 740 Main St, Winchester, MA, 01890

Mailing address (if different than above address): \_\_\_\_\_

Name of individual/applicant authorized to apply for license: Mina A. Askander

Business tel. no. of applicant: 781 729 6700 Business email: M. Askander@toscana.com

F.E.I.N.: (F.I.N.) \_\_\_\_\_

Please check one of the following:  own premises  lease premises  property under P&S

Name and address of property owner if different from license holder:

Fadi chen 738 Main St, Winchester, MA, 01890  
Name Address

**If applicable, please attach copy of lease and/or Purchase and Sales Agreement.**

Do you currently hold a similar license? yes What type? Common Victualler

Have you previously applied for a license? (Yes) \_\_\_ (No)

Have you ever had a license revoked? (Yes) \_\_\_\_\_ (No)  If yes, please indicate why:

If there is a building or structure associated with the license, please submit the following (preferably on 8 1/2 x 11" paper - no larger than 8 1/2 x 14"):

1. Floor plan (include seating area), and
2. Site plan indicating parking areas and access to Town ways.

If applying for a Class I or Class II license, please submit a plot plan that shows:

1. The number of the vehicles on display
2. The exact location of the vehicles
3. Customer parking
4. Office area

Proposed hours of operation:

Monday 10-10      Tuesday 10-10      Wednesday 10-10  
 Thursday 10-10      Friday 10-10  
 Saturday 10-10      Sunday 10-10

Has the applicant operated a similar business? (if applicable)

Name of Business: Gerry's Italian Kitchen  
 Address: 1072 Belmont St, Watertown, MA, 02472  
 Federal Tax No. (if applicable): \_\_\_\_\_

*I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state and local taxes required by law.*

(+) Date: 5-31-2016

(+) Signature: [Handwritten Signature]

*I certify that I have read through the conditions included with this license and agree to comply with any further stipulations that the Licensing Authority may from time to time approve. I also hereby authorize the Licensing Authority or their agent to conduct whatever investigation or inquiry is necessary to verify the information contained in this application.*

(+) Date: 5-31-2016

(+) Signature: [Handwritten Signature]

Please contact the Selectmen's Office at 781-721-7133 if you have any questions regarding this application form.

of

APPLICATION FOR LICENSE

(GENERAL)

No. \_\_\_\_\_

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

Mina A. Askander / Peter M. Gerges

(Full name of person, firm or corporation making application)

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED

To Common Victualer

GIVE LOCATION BY STREET AND NUMBER

At 740 Main St, Winchester, MA, 01890

in said City of Winchester, MA, 01890 Town

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

(X)

Signature of Individual or Corporate Name (Mandatory)

By: Corporate Officer (Mandatory, if Applicable)

\*\*Social Security # or Federal Identification Number

\* This license will not be issued unless this certification clause is signed by the applicant.

\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received \_\_\_\_\_

Hour A.M. \_\_\_\_\_

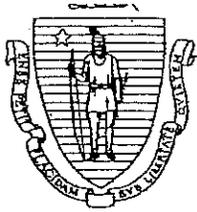
P.M. \_\_\_\_\_

Signature of Applicant

Address

Approved \_\_\_\_\_

Licence Granted \_\_\_\_\_



Department of Industrial Accidents  
Office of Investigations  
600 Washington Street  
Boston, MA 02111  
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: Toscenos Italian Kitchen

Address: 740 Main St

City/State/Zip: Winchester, MA, 01890 Phone #: 781 729 6700

Are you an employer? Check the appropriate box:

1.  I am an employer with 5 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5.  Retail
6.  Restaurant/Bar/Eating Establishment
7.  Office and/or Sales (incl. real estate, auto, etc.)
8.  Non-profit
9.  Entertainment
10.  Manufacturing
11.  Health Care
12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 5-31-2016

Phone #: 781 249 2049

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health
2. Building Department
3. City/Town Clerk
4. Licensing Board
5. Selectmen's Office
6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

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## Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

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## City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

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The Department's address, telephone and fax number:

The Commonwealth of Massachusetts

Department of Industrial Accidents

Office of Investigations

600 Washington Street

Boston, MA 02111

Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE

Fax # 617-727-7749

[www.mass.gov/dia](http://www.mass.gov/dia)

## COMMON VICTUALLER/FOOD VENDOR LICENSE APPLICATION REQUIREMENTS

1. Town Manager/Board of Selectmen Office:
  - a. Submit completed Common Victualler/Food Vendor application form
  - b. Submit check in the amount of \$100 made out to Town of Winchester
  - c. Submit floor plan
  - d. Submit signed Commonwealth of Massachusetts Form 460 (Certifying under the penalties of perjury that the applicant has filed all state tax returns and paid all state taxes required.
  - e. Applicant will appear before Board of Selectmen once the Board of Health, Building Department, Police Department, Fire Department and Town Treasurer have reviewed the application and submitted their comments
  - f. Submit completed Workers' Compensation Insurance Affidavit
  
2. Board of Health
  - a. Submit completed Board of Health application form
  - b. Complete plan review
  - c. Prepare for Board of Health Inspection
  - d. Applicant will appear before Board of Health to apply for Food Service Permit (separate from Board of Selectmen issued license)
  
3. Building Department
  - a. Provide floor plan and other necessary materials
  - b. Prepare for Building Department Inspection
  
4. Fire Department
  - a. Fire Department must inspect premises and will report to the Board of Selectmen
  
5. Police Department
  - a. Police Department will do a background check, interview the applicant and provide recommendations to the Board of Selectmen
  
6. Town Treasurer
  - a. Town Treasurer will alert us of any outstanding taxes or liens on the property.

**\*\*Note:** If your business is not incorporated or doing business under a name other than a corporate name, you must file a Business Certificate in the Office of the Town Clerk.



MASSACHUSETTS DRIVER'S LICENSE



EXPIRES 10-11-2012 NONE ID NUMBER S13742523  
DOB 10-11-1984  
SEX M HGT 509  
ASKANDER  
MINA A  
58 RUSSELL ST  
WALTHAM, MA 02453-8518

*Mina A*

5 DO 09-10-2012 Rev 07-15-2009

Mina Askander

105 Lexington St, BLDG 9, APT 1

Waltham, MA, 02452

## COMMERCIAL LEASE

### 1. PARTIES

Fa Di Chen of 130 Elmwood Avenue, Quincy, MA 02170 (the "LESSOR"), which expression shall include its successors, and assigns, does hereby lease to Peter M. Gerges of 175 Willard Street, #28, Lowell, MA 01850 and Mina A. Askander of 1105 Lexington Street, Building 9, Apt. 1, Waltham, MA 02452 (the "LESSEE"), which expression shall include its successors, and assigns, and the LESSEE hereby leases the following described Premises:

### 2. PREMISES

740 Main Street, Winchester, MA 01890 (the "Leased Premises") together with the right to use in common, with others entitled thereto, the hallways and stairways necessary for access to said leased premises and lavatories nearest thereto. There is no on-site parking at the Premises.

### 3. TERM

The term of this Lease shall be for five (5) years commencing on June 1, 2016 and ending on May 31, 2021 (the "initial term"). If the LESSEE is not in default of any provisions contained herein, LESSEE has the option of extending the lease for one five (5) year term at the same terms and conditions except for the rental term. For the option, LESSEE shall give written notice to the LESSOR no later than January 1, 2021. If the LESSEE does not give written notice or is a Lease or Amendment executed as detailed above, it shall be deemed that this Lease shall terminate on May 31, 2021.

### 4. RENT

The LESSEE shall pay to the LESSOR rent at the rate of

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Begins</u>
1	\$23,400.00	\$1,900.00	June 1, 2016
2	\$24,336.00	\$2,028.00	June 1, 2017
3	\$25,308.00	\$2,109.00	June 1, 2018
4	\$26,316.00	\$2,193.00	June 1, 2019
5	\$27,372.00	\$2,281.00	June 1, 2020
<u>Option Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Begins</u>
1	\$28,464.00	\$2,372.00	June 1, 2021
2	\$29,592.00	\$2,466.00	June 1, 2022
3	\$30,768.00	\$2,564.00	June 1, 2023
4	\$31,992.00	\$2,666.00	June 1, 2024
5	\$33,264.00	\$2,772.00	June 1, 2025

payable to LESSOR, at the address above, in advance in monthly installments on the first day of each month without offset or deduction.

**LATE FEES**

Rent is due on the 1<sup>st</sup> day of each month. If rent or any other sum payable hereunder remains outstanding for a period of five (5) days, the LESSEE shall pay to the LESSOR a late charge of \$50.00 for each month or portion thereof which the arrearage continues.

**5. SECURITY DEPOSIT**

At the commencement of the lease, LESSEE will pay to LESSOR the amount of \$5,000.00 which LESSOR is holding as security for LESSEE's performance as herein provided and shall be refunded to the LESSEE within thirty (30) days of the termination of this Lease or any extension thereof, provided that no defective conditions are left unrepaired by LESSEE other than normal wear and tear, and, provided further, that LESSEE is not otherwise in default under this Lease. LESSEE is not entitled to any interest that may accrue on the security deposit during the term of this Lease.

**RENT ADJUSTMENT**

LESSEE shall pay as additional rent hereunder, a third (33 1/3%) of the real estate property taxes on the land and building, a third (33 1/3%) of the building insurance, and a half (50%) of the water and sewer expenses, all of which the Leased Premise are a part of. Real estate property taxes, insurance and water and sewer are estimated to be \$600.00 per month. The actual amount shall be adjusted annually.

**6. UTILITIES**

The LESSEE shall pay, as they become due, all bills for electricity, gas, trash removal, and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises and presently separately metered.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation and maintenance shall be subject to the written consent of the LESSOR, which consent will not be unreasonably withheld or delayed. LESSOR represents and warrants to LESSEE that there currently exists adequate utilities for operation of the use of the Leased Premises as provided herein below.

**7. USE OF LEASED PREMISES**

The LESSEE shall use the Leased Premises only for the purpose of operating a pizza and sub sandwich restaurant business and sale of allied products. No other uses are permitted without LESSOR's written consent.

**8. COMPLIANCE WITH LAWS**

The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises, or use made thereof, which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal

by-law or ordinance in force in the city or town in which the premises are situated. LESSOR acknowledges that use of the Leased Premises for the purposes set forth in Section 7 above complies with the foregoing provisions.

**9. FIRE  
INSURANCE**

The LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises. LESSOR acknowledges that use of the Leased Premises for the uses provided in Section 7 hereof currently complies with all insurance on the property, and is not contrary to any such laws or regulations.

**10. MAIN-  
TENANCE  
A. LESSEE'S  
OBLIGATIONS**

Except for those items specifically required to be done by LESSEE set forth in Paragraph 22 of this Lease, LESSEE, shall, at his sole cost and expense, make all repairs as shall be reasonably necessary to keep the Leased Premises in good condition and repair, normal wear and tear, loss by fire or other casualty not caused by LESSEE or his agents or employees. LESSEE agrees to maintain the mechanical systems, foundations, and utility conduits, pipes and connections to the Leased Premises in a good, working condition, in compliance with all laws, statutes, ordinances, codes, rules and regulations, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are in good order and the glass whole.

**B. LESSOR'S  
OBLIGATIONS**

The LESSOR agrees to maintain the structure of the building of which the Leased Premises are a part including, without limitation, the roof and foundation, in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

**11. ALTERATIONS  
AND ADDITIONS**

The LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed

at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein. Notwithstanding the foregoing, LESSEE may dispute any claim upon which such lien or liens are based, provided LESSEE shall establish adequate reserves for such amount claimed due.

**12. ASSIGNMENT OR SUBLEASING**

LESSEE shall not assign this Lease or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use or occupancy of the Leased Premises by any party other than LESSEE without providing at least thirty (30) days written notice to LESSOR, and without obtaining the consent of LESSOR, which consent shall not be unreasonably withheld or delayed. LESSOR shall have the right, but not the obligation, to terminate the Lease effective as of the date LESSEE vacates the Leased Premises. Should LESSOR elect to terminate the Lease, LESSEE shall be relieved of any liability or obligation to pay rent beyond the date of termination. Unless LESSOR expressly agrees to terminate LESSEE'S obligations hereunder, LESSEE shall remain liable to LESSOR for the payment of all rent and obligations under this Lease. LESSEE shall be responsible for LESSOR'S legal fee in the event of an assignment or sublet.

**13. SUBORDINATION**

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust or similar instruments now on the Leased Premises or which may be placed on the Leased Premises during the lease term or any extension thereof. LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

**14. LESSOR'S ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the Leased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or the property of which the Leased Premises are a part and keep same so affixed without hindrance or molestation.

**15. INDEMNIFICATION AND LIABILITY**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by bursting pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the Leased Premises shall be LESSEE'S responsibility. If

there are any parking violations by LESSEE or LESSEE's guests, visitors, employees, or agents, LESSEE shall save the LESSOR harmless for any and all claims arising out of these violations.

**16. LESSEE'S  
LIABILITY  
INSURANCE**

The LESSEE shall maintain with respect to the Leased Premises and the property of which the Leased Premises are a part a commercial general liability insurance policy with bodily injury and property damage coverage with a limit of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. The policy should be placed with an insurance company licensed or authorized to do business in the Commonwealth of Massachusetts and should insure LESSOR and LESSEE. The policy should provide for thirty (30) days' prior written notice to Landlord prior to any modification or cancellation of the policy. LESSEE shall provide LESSOR certificates of such insurance at or prior to the commencement of the term of the Lease, and annually thereafter on the anniversary date of the commencement of the Lease term.

**17. FIRE,  
CASUALTY,  
EMINENT  
DOMAIN**

Should a substantial portion of the Leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of its intention to restore the Leased Premises, or
- (b) The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment.

**18. DEFAULT AND  
REMEDIES**

In the event that:

- (a) The LESSEE defaults in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof, or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within sixty (60) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors.

Then LESSOR shall have the option to do and perform any one or more of the following:

(1) LESSOR may terminate the Lease in which event LESSEE shall immediately surrender the Leased Premises to LESSOR and, should LESSEE fail to do so, LESSOR shall have the right to enter and take complete possession of the Leased Premises, to declare the term of the Lease ended, and remove the LESSEE's property, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the Lease term.

(2) If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account of and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 8% percent per annum costs, shall be paid to the LESSOR by the LESSEE as additional rent.

#### 19. NOTICE

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the LESSEE, or if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notices from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rents shall be paid to LESSOR and mailed to the LESSOR at 130 Elmwood Avenue, Quincy, MA 02170.

#### 20. SURRENDER

The LESSEE at the expiration or other termination of this Lease shall remove all LESSEE's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or

outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as it is currently in, damage by fire or other casualty and reasonable wear and tear only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder and the balance to be paid to LESSEE.

**21. LIABILITY OF OWNER**

No owner of the property of which the Leased Premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

**22. OTHER PROVISIONS**

It is also understood and agreed that:

- a. LESSEE shall be responsible for the replacement, repairs and maintenance of all heating, air conditioning, plumbing, window and door grates and electrical equipment exclusively serving and located within the Leased Premises during the term of this lease.
- b. LESSEE shall have the use of the ventilation hood and related equipment, fire control systems, grease trap, three bay sink, hand wash sink, hot water heater and the outside sign at no additional cost to the LESSEE. However, repair and maintenance and replacement of which shall be the responsibility of the LESSEE.
- c. All replacement, repairs, and maintenance serving the Leased Premises shall be approved by LESSOR.
- d. LESSEE shall be responsible for all trash and grease removal from the premises. Trash and grease shall not be stored outside of the Leased Premises. The charge for the dumpster and grease barrel services serving the Leased Premises shall be paid by LESSEE.
- e. LESSEE shall be responsible for the removal of snow and ice from the sidewalks bordering upon the entire Leased Premises.

- f. LESSEE shall replace all burnt out light bulbs in the exterior and interior of the Leased Premises.
- g. In the event of clogged water and sewer pipes for the building which the Leased Premises is a part thereof, LESSOR and LESSEE agree to each pay fifty (50%) percent of the cleaning bill. However, LESSEE shall be fully responsible for the clogged water and sewer pipes if it was caused by LESSEE due to their negligence or intentional acts.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals as of this \_\_\_\_\_ day of May, 2016.

LESSEE:

LESSOR:

\_\_\_\_\_  
Peter M. Gerges

\_\_\_\_\_  
Fa Di Chen

\_\_\_\_\_  
Mina A. Askander

**Cafarella, Jennifer**

---

**From:** Nash, John  
**Sent:** Thursday, June 02, 2016 9:27 AM  
**To:** Cafarella, Jennifer  
**Subject:** RE: Change of Ownership - Toscano's

The Winchester Fire Department has no objection to the permitting of a change of ownership for Toscano's , providing the usual and customary restrictions.

Chief John Nash

Winchester Fire Department

32 Mount Vernon Street Winchester MA 01890  
Phone (781) 729-5993 | Fax (781) 721-6722

-----Original Message-----

**From:** Cafarella, Jennifer  
**Sent:** Thursday, June 02, 2016 9:13 AM  
**To:** Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>; Nash, John <jnash@winchester.us>; Tracy, Sheila <stracy@winchester.us>  
**Subject:** Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,  
Jenn

**Cafarella, Jennifer**

---

**From:** Tracy, Sheila  
**Sent:** Thursday, June 02, 2016 9:27 AM  
**To:** Cafarella, Jennifer  
**Subject:** RE: Change of Ownership - Toscano's

Jenn,  
No issues with this business from this Department.  
Sheila

-----Original Message-----

**From:** Cafarella, Jennifer  
**Sent:** Thursday, June 02, 2016 9:13 AM  
**To:** Wile, John; Murphy, Jennifer; Nash, John; Tracy, Sheila  
**Subject:** Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,  
Jenn

## Cafarella, Jennifer

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**From:** Wile, John  
**Sent:** Thursday, June 02, 2016 3:42 PM  
**To:** Cafarella, Jennifer; Murphy, Jennifer; Nash, John; Tracy, Sheila  
**Subject:** RE: Change of Ownership - Toscano's

I have no issues

-----Original Message-----

**From:** Cafarella, Jennifer  
**Sent:** Thursday, June 02, 2016 9:13 AM  
**To:** Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>; Nash, John <jnash@winchester.us>; Tracy, Sheila <stracy@winchester.us>  
**Subject:** Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,  
Jenn

**Cafarella, Jennifer**

---

**From:** Murphy, Jennifer  
**Sent:** Friday, June 03, 2016 12:05 PM  
**To:** Cafarella, Jennifer  
**Subject:** RE: Change of Ownership - Toscano's

They reported to me no changes- structural or otherwise so I'm ok.  
Thanks.

-----Original Message-----

**From:** Cafarella, Jennifer  
**Sent:** Thursday, June 02, 2016 9:13 AM  
**To:** Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>; Nash, John <jnash@winchester.us>; Tracy, Sheila <stracy@winchester.us>  
**Subject:** Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,  
Jenn

**EVERSOURCE**  
101 Linwood Street  
Somerville, MA 02143

Docket Item  
F - 1:  
June 22, 2016

May 25, 2016

Board of Selectmen  
Town Hall  
Winchester, MA 01890

RE: 33 Wedgemere Avenue  
Winchester, MA 01890  
W.O. #2106389

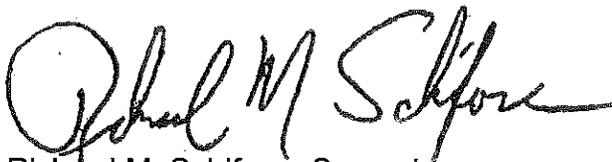
Dear Members of the Board:

The NSTAR Electric Company d/b/a Eversource Energy respectfully requests a Grant of Location for the installation of approximately 18 feet of conduit in Foxcroft Road, Winchester.

This work is necessary to supply power to 33 Wedgemere Avenue.

If you have any questions or concerns, please call Jacqueline Duffy at 617-629-3204.

Very truly yours,



Richard M. Schifone, Supervisor  
Rights and Permits

RMS/cf

16 MAY 27 AM 10:51  
TOWN HALL  
SELCTMEN

**ORDER FOR LOCATION FOR CONDUITS AND MANHOLES**

Town of **Winchester**, Massachusetts

May 25, 2016

WHEREAS, **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** has petitioned for permission to construct a line for the transmission of electricity for lighting, heating or power under the public way or ways of the Town hereinafter specified, and notice has been given and a hearing held on said petition as provided by law.

**Foxcroft Road - Northwesterly from pole 54/4 approximately 115 feet northeast of Wedgemere Avenue a distance of about 18 feet conduit.**

**W. O. #2106389**

All construction work under this Order shall be in accordance with the following conditions:

1. Conduits and manholes shall be located as shown on a plan made by **A. DeBenedictis** dated **May 23, 2016** on file with said petition.
2. Said Company shall comply with the requirements of existing by-laws and such as may hereafter be adopted governing the construction and maintenance of conduits and manholes.
3. All work shall be done to the satisfaction of the Board of Selectmen or such officer or officers as it may appoint to supervise the work.

1 \_\_\_\_\_  
 2 \_\_\_\_\_ Board of Selectmen  
 3 \_\_\_\_\_ the Town of  
 4 \_\_\_\_\_ **Winchester**  
 5 \_\_\_\_\_

**CERTIFICATE**

We hereby certify that the foregoing Order was adopted after due notice and a public hearing as prescribed by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, to wit: after written notice of the time and place of the hearing mailed at least seven days prior to the date of the hearing by the Selectmen to all owners of real estate abutting upon that part of the way or ways upon, along or across which the line is to be constructed under said Order, as determined by the last preceding assessment for taxation, and a public hearing held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 in said Town.

1 \_\_\_\_\_  
 2 \_\_\_\_\_ Board of Selectmen  
 3 \_\_\_\_\_ the Town of  
 4 \_\_\_\_\_ **Winchester**  
 5 \_\_\_\_\_

**CERTIFICATE**

I hereby certify that the foregoing are true copies of the Order of the Board of Selectmen of the Town of **Winchester**, Massachusetts, duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_ 2016 and recorded with the records of location Orders of said Town, Book \_\_\_\_\_ Page \_\_\_\_\_ and of the certificate of notice of hearing thereon required by Section 22 of Chapter 166 of the General Laws (Ter. Ed.), and any additions thereto or amendments thereof, as the same appear of record.

Attest: \_\_\_\_\_

Clerk of the Town of **Winchester**, Massachusetts

**PETITION OF NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY FOR LOCATION FOR CONDUITS AND MANHOLES**

To the **BOARD OF SELECTMEN** of the Town of **Winchester**, Massachusetts:

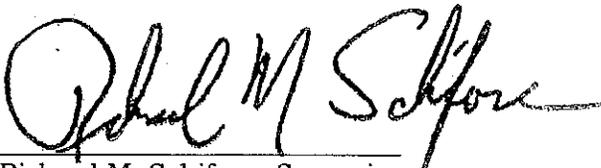
Respectfully represents **NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY** a company incorporated for the transmission of electricity for lighting, heating or power, that it desires to construct a line for such transmission under the public way or ways hereinafter specified.

WHEREFORE, your petitioner prays that, after due notice and hearing as provided by law, the Board of Selectmen may by Order grant to your petitioner permission to construct, and a location for, such a line of conduits and manholes with the necessary wires and cables therein, said conduits and manholes to be located substantially as shown on the plan made by **A. DeBenedictis** dated **May 23, 2016** and filed herewith, under the following public way or ways of said Town:

**Foxcroft Road – Northwesterly from pole 54/4 approximately 115 feet northeast of Wedgemere Avenue a distance of about 18 feet conduit.**

**W. O. #2106389**

**NSTAR ELECTRIC COMPANY d/b/a  
EVERSOURCE ENERGY**

By: 

Richard M. Schifone, Supervisor  
Rights and Permits

Dated this 25th day of May, 2016

Town of Winchester, Massachusetts

Received and filed \_\_\_\_\_, 2016

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TOWN OF WINCHESTER  
71 MT. VERNON STREET, WINCHESTER, MA  
ENGINEERING DEPARTMENT  
PHONE 781-721-7120 / FAX 781-721-7166

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**TO:** Richard Howard, Town Manager  
**FROM:** Beth Rudolph, P.E., Town Engineer *BR*  
**DATE:** June 1, 2016  
**RE:** Eversource Grant of Location Petition – Wedgemere Avenue

The Engineering Department and DPW have reviewed the Eversource Grant of Location Petition for Wedgemere Avenue. The proposed work includes the installation of approximately 18-feet of conduit within the public right-of-way, and will require repair of the Town-owned sidewalk and grass strip. The improvements are necessary to provide underground electrical service to the residential home at 33 Wedgemere Avenue.

We find this petition to be acceptable subject to the following conditions:

- The petitioner must meet and satisfy all conditions of Exhibit A (attached);
- Installation shall be subject to the Town's Street Opening moratorium, which runs from November 15<sup>th</sup> through April 15<sup>th</sup>, at the discretion of the DPW Director;
- The conduit shall be installed by open excavation only (no tunneling);
- All underground utilities shall be adequately protected;
- All town-owned utilities shall be relocated at the applicant's expense, as needed;
- The conduit shall be installed/inspected by Eversource and duly recorded with Dig Safe.

cc: Jay Gill, DPW Director

Attachment: Exhibit A – Town of Winchester Grant of Location Requirements



**TOWN OF WINCHESTER**  
**GRANT OF LOCATION – EXHIBIT A**

**Public Utility: Eversource**  
**Location: Wedgemere Avenue**

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Grantee(s) shall apply for and obtain a Street Opening Permit from the Winchester Department of Public Works, (781-721-7100).

Said Grantee(s) and/or any sub-contractor employed by the grantee(s) shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Grantee(s), its agents or servants, or in any manner arising from the rights and privileges granted by the Town. The foregoing is with respect to activity in, over or under public ways and public property.

Grantee(s) shall execute a bond in a penal sum of five thousand dollars (\$5,000.00) (a bond already on file with Town may be used if and only if said bond by its terms is applicable to the work hereby authorized), conditional on the faithful performance of its duties under this permit including without limitation compliance with lawful state and local laws and requirements.

Said Grantee(s) shall comply with the requirements of all state laws and regulations, to the extent applicable, including but not limited to Massachusetts Dig-Safe Requirements, MGL c. 82, sections 40A – 40D; the Massachusetts Excavation and Trench Safety Law, MGL c. 82A, s. 1 et al, and Town of Winchester by-laws, Board of Selectmen and Department of Public Works reasonable regulations and requirements including Town of Winchester Rules and Regulations Regulating Street Excavations, and such other reasonable rules and regulations as may hereafter be adopted governing the construction and maintenance of conduits and wires, and work in and use of the rights-of-way within the Town, so far as the same are not inconsistent with the laws of the Commonwealth.

In work involving excavation of more than 100 feet of any public way, Grantee shall exercise best efforts to notify all abutters served and impacted by the work within 72 hours prior to commencement of said work.

Grantee shall comply with traffic management and police detail requirements as stipulated in the street opening permit or as otherwise lawfully required by the Winchester Police Department.

All Town-owned services located in, or serviced from this location, shall be re-connected without any cost to the Town in accordance with Town of Winchester requirements and standards.

All disturbed areas must be returned to the same condition in which they were found before the excavation.

Grantee will upon request of the Town, provide to the Town, plans kept in the ordinary course of business reflecting the location of Grantee's facilities in a particular area; and if Town has compatible GIS data exchange, Grantee will periodically exchange its data base on facility locations via GIS data exchange.

Grantee(s) acknowledges and agrees to the Town of Winchester roadway construction moratorium between November 15<sup>st</sup> and April 15<sup>st</sup>, except for emergency situations. If emergency status is granted to permit work during the winter moratorium, the grantee(s) and/or contractor must secure the area by sunset each working day, and shall secure the roadway to allow snow plowing and salting and to avoid any flooding. All roadway paving must be maintained during the winter months until permanent repairs can be made.

Upon reasonable request of the Department of Public Works, Town Engineer or Police/Fire Departments, Grantee shall meet with Town designees prior to commencement of construction to discuss Town right-of-way management, public safety matters, street restoration, work standards and related matters if and as needed.

Conduit shall be installed by excavation and not tunneling.



# Town of Winchester

Lance R. Grenzeback, Chairman  
E. James Whitehead, Vice Chairman  
Stephen L. Powers  
Michael Bettencourt  
David P. Errico

## PUBLIC HEARING NOTICE

To: Abutters

In conformity with the requirements of Section 22 of Chapter 166 of the General Laws (Ter. Ed.) you are hereby notified that a public hearing will be held in the Board of Selectmen Meeting Room on the 2<sup>nd</sup> Floor of the Town Hall in in the Town of Winchester, Massachusetts on **Wednesday the 22nd day of June, 2016 at 8:00 p.m.** upon the petition of NSTAR Electric d/b/a Eversource Energy for permission to construct, and a location for, a line of conduits and manholes, with the necessary wires and cables therein, for the transmission of electricity, under the following public ways of said Town:

**Foxcroft Road – Northwesterly from pole 54 / 4 115 feet northeast of  
Wedgemere Avenue, a distance of about 18 feet - conduit  
W.O. #2106389**

This work is necessary to provide electrical service to 33 Wedgemere Avenue, Winchester.

The public is invited to attend.

June 10, 2016

W.O. #2106389  
WINCHESTER MA 01890

18 248 0  
33 WEDGEMERE AVE  
DIAMOND ALAN G + DANA M  
33 WEDGEMERE AVE  
WINCHESTER, MA 01890

18 70 0  
20 FOXCROFT RD  
WADE JAMES F. + MARGARET M  
20 FOXCROFT RD  
WINCHESTER, MA 01890

18 247 0  
25 FOXCROFT RD  
PENSAVALLE CONRAD JR+E  
LARKINS  
25 FOXCROFT RD  
WINCHESTER, MA 01890

18 69 0  
29 WEDGEMERE AVE  
MCDONALD PAUL+MARCIA  
VELENCIA  
29 WEDGEMERE AVE  
WINCHESTER, MA 01890

Loc: 21 FOXCROFT RD Parcel ID #: 18 246 0  
LUC: 101

MCCARTHY WILLIAM F + NICOLE M  
21 FOXCROFT ROAD  
WINCHESTER MA 01890

Loc: 20 FOXCROFT RD Parcel ID #: 18 70 0  
LUC: 101

WADE JAMES F + MARGARET M  
20 FOXCROFT ROAD  
WINCHESTER MA 01890

Loc: 25 FOXCROFT RD Parcel ID #: 18 247 0  
LUC: 101

PENSAVALLE CONRAD JR+E LARKINS  
25 FOXCROFT ROAD  
WINCHESTER MA 01890

Loc: 33 WEDGEMERE AV Parcel ID #: 18 248 0  
LUC: 101

DIAMOND ALAN G + DANA M  
33 WEDGEMERE AVENUE  
WINCHESTER MA 01890

Loc: 37 WEDGEMERE AV Parcel ID #: 18 249 0  
LUC: 101

SENNA JOSEPH C + MARYANNE M  
37 WEDGEMERE AVENUE  
WINCHESTER MA 01890

Loc: 34 WEDGEMERE AV Parcel ID #: 18 265 0  
LUC: 101

DOE WILLIAM A III + JULIE U  
34 WEDGEMERE AVENUE  
WINCHESTER MA 01890

Loc: 30 WEDGEMERE AV Parcel ID #: 18 58 0  
LUC: 101

PELOSKY WILLIAM +M CARMICHAEL  
30 WEDGEMERE AVENUE  
WINCHESTER MA 01890

Loc: 29 WEDGEMERE AV Parcel ID #: 18 69 0  
LUC: 101

MCDONALD PAUL+MARCIA VELENCIA  
29 WEDGEMERE AVENUE  
WINCHESTER MA 01890

PETITION OF NATIONAL GRID FOR GAS MAIN LOCATION

To the City Council of the Town of Winchester, MA:

The National Grid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways, and places of

Town of Winchester and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

EXTEND GAS MAIN 370 FT ON POND ST FROM #21 POND ST TO CAMBRIDGE ST/3A AS PART OF GAS MAIN REPLACEMENT PROJECT ON POND ST INCONJUNCTION WITH STATE ROAD WORK.

DATE: May 24, 2016

BY:

  
\_\_\_\_\_  
Christopher Maher (Construction Supervisor)

ORDER FOR GAS MAIN LOCATION

City Council of the Town of Winchester, MA.

It is **HEREBY ORDERED** that the location of the mains of the National Grid for the transmission and distribution of gas in and under the public streets, lanes, highways, and places of the Town of Winchester substantially as described in the petition dated 05/24/2016, attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said National Grid shall comply with all applicable provisions of law and ordinances of the Town of Winchester to the enjoyment of said locations and rights.

Dated this 9th day of May, 2016.

I hereby certify that the foregoing order was duly adopted by the City Council of the Town of Winchester, MA on \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

PLEASE RETURN ORIGINAL TO  
NATIONAL GRID  
170 MEDFORD ST  
MALDEN, MA 02155  
ATTENTION: Chris Maher 617-839-5435

RETAIN DUPLICATE FOR YOUR RECORDS



TOWN OF WINCHESTER  
71 MT. VERNON STREET, WINCHESTER, MA  
ENGINEERING DEPARTMENT  
PHONE 781-721-7120 / FAX 781-721-7166

---

**TO:** Richard Howard, Town Manager  
**FROM:** Beth Rudolph, P.E., Town Engineer *BER*  
**DATE:** June 1, 2016  
**RE:** National Grid Grant of Location Petition – Pond Street

The Engineering Department has reviewed the National Grid Grant of Location petition to extend the existing four-inch plastic gas main approximately 370-feet on Pond Street, as shown on the plan dated May 24, 2016.

The Engineering Department and DPW have reviewed the plan and have no concerns regarding the proposed location. However, the proposed work extends into the work zone for the MassDOT intersection reconstruction/traffic signal project at the corner of Pond and Cambridge Streets. National Grid will need to coordinate their work with MassDOT's contractor. The following conditions shall apply:

- National Grid shall coordinate their work with MassDOT's reconstruction project at the intersection of Pond and Cambridge Streets, which is currently on-going.
- The petitioner must meet and satisfy all conditions of Exhibit A (attached);
- The roadway shall be repaired to the specifications and standards of the Engineering Department and DPW, as determined through the issuance of the Street Opening Permit;
- All town-owned utilities shall be relocated at the applicant's expense, as needed;
- All underground utilities shall be adequately protected; and
- The work shall be duly recorded with Dig Safe.

cc: Jay Gill, DPW Director

Attachment: Exhibit A – Town of Winchester Grant of Location Requirements



**TOWN OF WINCHESTER  
GRANT OF LOCATION – EXHIBIT A**

**Public Utility:** National Grid  
**Location:** Pond Street

---

Grantee(s) shall apply for and obtain a Street Opening Permit from the Winchester Department of Public Works, (781-721-7100).

Said Grantee(s) and/or any sub-contractor employed by the grantee(s), shall indemnify and save the Town harmless against all damages, costs and expense whatsoever to which the Town may be subjected in consequence of the acts or neglect of said Grantee(s), its agents or servants, or in any manner arising from the rights and privileges granted by the Town. The foregoing is with respect to activity in, over or under public ways and public property.

Grantee(s) shall execute a bond in a penal sum of five thousand dollars (\$5,000.00) (a bond already on file with Town may be used if and only if said bond by its terms is applicable to the work hereby authorized), conditional on the faithful performance of its duties under this permit including without limitation compliance with lawful state and local laws and requirements.

Said Grantee(s) shall comply with the requirements of all state laws and regulations, to the extent applicable, including but not limited to Massachusetts Dig-Safe Requirements, MGL c. 82, sections 40A – 40D; the Massachusetts Excavation and Trench Safety Law, MGL c. 82A, s. 1 et al, and Town of Winchester by-laws, Board of Selectmen and Department of Public Works reasonable regulations and requirements including *Rules and Regulations Governing Street Opening Permits and Grants of Location in the Town of Winchester, Massachusetts*, and such other reasonable rules and regulations as may hereafter be adopted governing the construction and maintenance of conduits and wires, and work in and use of the rights-of-way within the Town, so far as the same are not inconsistent with the laws of the Commonwealth.

In work involving excavation of more than 100 feet of any public way, Grantee shall exercise best efforts to notify all abutters served and impacted by the work within 72 hours prior to commencement of said work.

Grantee shall comply with traffic management and police detail requirements as stipulated in the street opening permit or as otherwise lawfully required by the Winchester Police Department.

All Town-owned services located in, or serviced from this location, shall be re-connected without any cost to the Town in accordance with Town of Winchester requirements and standards.

All disturbed areas must be returned to the same condition in which they were found before the excavation.

Grantee will upon request of the Town, provide to the Town, plans kept in the ordinary course of business reflecting the location of Grantee's facilities in a particular area; and if Town has compatible GIS data exchange, Grantee will periodically exchange its data base on facility locations via GIS data exchange.

Grantee(s) acknowledges and agrees to the Town of Winchester roadway construction moratorium between November 15<sup>th</sup> and April 15<sup>th</sup>, except for emergency situations. If emergency status is granted to permit work during the winter moratorium, the grantee(s) and/or contractor must secure the area by sunset each working day, and shall secure the roadway to allow snow plowing and salting and to avoid any flooding. All roadway paving must be maintained during the winter months until permanent repairs can be made.

Upon reasonable request of the Department of Public Works, Town Engineer or Police/Fire Departments, Grantee shall meet with Town designees prior to commencement of construction to discuss Town right-of-way management, public safety matters, street restoration, work standards and related matters if and as needed.

Conduit shall be installed by excavation and not tunneling.

ABUTTER LIST

Name	Address	City	Zip	Suite	Mail	Mail	Mail
ELIZABETH GREELISH	21 POND ST	WINCHESTER MA	01890-2313	HSE			
CHUNNAN PIAO	23 POND ST	WINCHESTER MA	01890-2313	N/A			
CLAUDIA M MCCARTHY	25 POND ST	WINCHESTER MA	01890-2313	N/A			
JOHN CLEARY	27 POND ST	WINCHESTER MA	01890-2313	HH			
MICHELLE DUNCAN	29 POND ST	WINCHESTER MA	01890-2313	N/A			
MARYANN GOTTDENKER	31 POND ST	WINCHESTER MA	01890-2313	31			
YUQUE WANG	37 POND ST	WINCHESTER MA	01890-2313	HSE			
CHUAN -CI WANG	39 POND ST	WINCHESTER MA	01890-2313	HSE			
JOHN MCSWEENEY	47 POND ST	WINCHESTER MA	01890-2313	HSE			
MAUREEN DOERR	51 POND ST	WINCHESTER MA	01890-2313	1			
ALAN ROBBAT	53 POND ST	WINCHESTER MA	01890-2313	HSE			
SHEILA CORREIA	55 POND ST	WINCHESTER MA	01890-2313	HSE			
HESS CORPORATION	279 CAMBRIDGE ST	WINCHESTER MA	01890-2338	N/A	PO BOX 182597	COLUMBUS OH	43218-2597
THE GABLE AT WINCHESTER	299 CAMBRIDGE ST	WINCHESTER MA	01890-2383	N/A	PO BOX 2440	SPOKANE WA	99210-2440
THE GABLES AT WINCHESTER	299 CAMBRIDGE ST	WINCHESTER MA	01890-2383	N/A	PO BOX 2440	SPOKANE WA	99210-2440
BLH	20 POND ST	WINCHESTER MA	01890-2314				
GREGORY C EATON	26 POND ST	WINCHESTER MA	01890-2314				
ANDREW W MCKINLEY	34 POND ST	WINCHESTER MA	01890-2314				
HANEY FARES MOHAMED	59 POND ST	WINCHESTER MA	01890-2313				
MARGO L ATTAYA	63 POND ST	WINCHESTER MA	01890-2313				
SUNDBERG & TRUST	67 POND ST	WINCHESTER MA	01890-2313				
ROBERT E CUMINGS	73 POND ST	WINCHESTER MA	01890-2313				

DAVID FERRICK	287 CAMBRIDGE ST	WINCHESTER MA	01890- 4406				
LI NING	322 CAMBRIDGE ST	WINCHESTER MA	01890- 2384				



Loc: 279 CAMBRIDGE ST Parcel ID #: 19 127 0  
LUC: 333

HESS RETAIL STORES LLC  
C/O PROPERTY TAX DEPT  
539 SOUTH MAIN STREET

FINDLAY OH 45840

Loc: 14 POND ST Parcel ID #: 19 259 0  
LUC: 101

LI RAN + MAOJIAO HE

14 POND STREET

WINCHESTER MA 01890

Loc: 287 CAMBRIDGE ST Parcel ID #: 19 261 0  
LUC: 101

FERRICK DAVID + JOANNE

287 CAMBRIDGE STREET

WINCHESTER MA 01890

Loc: 21 POND ST Parcel ID #: 19 317 0  
LUC: 102

KELLEY ANTHONY + ELIZABETH

21 POND ST

WINCHESTER MA 01890

Loc: 23 POND ST Parcel ID #: 19 318 0  
LUC: 102

PIAO CHUNNAN

23 POND ST

WINCHESTER MA 01890

Loc: 25 POND ST Parcel ID #: 19 319 0  
LUC: 102

CLAUDIA REALTY TRUST  
CLAUDIA MCCARTHY, TRUSTEE  
25 POND ST

WINCHESTER MA 01890

Loc: 27 POND ST Parcel ID #: 19 320 0  
LUC: 102

CLEARY JOHN S

27 POND ST

WINCHESTER MA 01890

Loc: 29 POND ST Parcel ID #: 19 321 0  
LUC: 102

DUNCAN MICHELLE A

29 POND ST

WINCHESTER MA 01890

Loc: 31 POND ST Parcel ID #: 19 322 0  
LUC: 102

GOTTDENKER MARYANN ET AL

8711 RIDGE ROAD

BETHESDA MD 20817-3233

Loc: 20 POND ST Parcel ID #: 19 5 0  
LUC: 101

BLH REALTY TRUST  
BONNIE L HERSHEY, TRUSTEE  
20 POND STREET

WINCHESTER MA 01890

Loc: 26 POND ST Parcel ID #: 19 6 0  
LUC: 101

EATON GREGORY C ET AL

26 POND STREET

WINCHESTER MA 01890

Loc: 34 POND ST Parcel ID #: 19 7 0  
LUC: 101

MCKINLEY ANDREW W + M.FERNANDO

34 POND STREET

WINCHESTER MA 01890



# *Town of Winchester*

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Ph: 781-721-7133  
FAX: 781-756-0505  
townmanager@winchester.us

## NOTICE OF PUBLIC HEARING

The Board of Selectmen will hold a public hearing on the following location to: Extend gas main 370 feet on Pond Street – from 21 Pond Street to Cambridge Street / Route 3A as a part of a gas main replacement project on Pond Street in conjunction with State road work.

The hearing will be held on **Wednesday, June 22, 2016 at 8:10 PM** in the Board of Selectmen's Meeting Room, 2<sup>nd</sup> Floor of Winchester Town Hall.

National Grid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways, and places of the Town of Winchester and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place: Extend gas main 370 feet on Pond Street – from 21 Pond Street to Cambridge Street / Route 3A as a part of a gas main replacement project on Pond Street in conjunction with State road work.

The Public is invited to attend.

June 10, 2016



# *Town of Winchester*

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## BUSINESS

Docket Item G - 1: Forest Ridge Comprehensive Permit Site Approval Application

Supporting Documents: Comprehensive Permit Site Approval Application

Action Required: Discussion.



# *Town of Winchester*

Town Manager's Office  
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townmanager@winchester.us

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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## BUSINESS

Docket Item G - 2:

General Obligation Bond Signing –  
Town Treasurer / Collector Sheila Tracy

### Supporting Documents:

G - 2:

VOTE of the Board to be read into the record.

### Action Required:

VOTE to approve and sign bonds.  
Treasurer will have documents to be signed with  
her on Wednesday evening.

VOTE OF THE BOARD OF SELECTMEN

I, the Clerk of the Board of Selectmen of the Town of Winchester, Massachusetts, certify that at a meeting of the board held June 22, 2016, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of a \$25,395,000 2.00 percent General Obligation Bond Anticipation Note (the "Notes") of the Town dated June 28, 2016 and payable October 28, 2016 to J.P. Morgan Securities LLC at par and accrued interest plus a premium of \$129,006.60.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 7, 2016 and a final Official Statement dated June 14, 2016, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Note for the benefit of the holders of the Notes from time to time.

Further Voted: that we authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes.

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays,

prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Notes were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: June 22, 2016

\_\_\_\_\_  
Clerk of the Board of Selectmen



AM 58123017.1



# *Town of Winchester*

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## **BUSINESS**

Docket Item G - 3: Renewal of Veterans Services Agreement between  
Winchester and the Town of Arlington

### Supporting Documents:

G - 3: Invoice from the Town of Arlington Department of  
Health and Human Services;  
Meeting Minutes from June 29, 2015;  
Email with attachment from Arlington Director of  
Veterans Services

Action Required: VOTE to extend agreement.

\*Further: That the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Grenzeback – Powers All in Favor. VOTED.

\*Further: That the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver continuing and significant events disclosure undertakings in compliance with SEC Rule 15c2-12 in such forms as may be approved by bond counsel to the Town, which undertakings shall be incorporated by reference in the Bonds and Notes, as applicable, for the benefit of the holders of the Bonds and Notes from time to time.

Grenzeback – Whitehead All in Favor. VOTED.

\*Further: That the Board of Selectmen authorize and direct the Treasurer to establish post issuance federal tax compliance procedures in such form as the Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds.

Grenzeback – Whitehead All in Favor. VOTED.

\*Further: That each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

Grenzeback – Whitehead All in Favor. VOTED.

#### HEARING

##### NStar d/b/a Eversource Energy – Grant of Location Petition:

Town Way – at and southerly from Pole 86 / 8,  
approximately 284 feet southwest of Alden Lane,  
a distance of 9 feet – conduit

Present: Town Engineer Beth Rudolph; Jackie Duffy, NStar

Town Engineer informed the Board that this petition will provide underground service to 21 Town Way. Chairman Johnson opened the hearing at 7:50 PM and seeing no one in the audience wishing to make comment, closed the hearing.

\*Motion: That the Board of Selectmen approve the NStar d/b/a Eversource Energy Grant of Location Petition for Town Way – at and southerly from Pole 86 / 8 approximately 284 feet southwest of Alden Lane, a distance of 9 feet conduit in accordance with the Town of Winchester Grant of Location Policy and the Town Engineer's memo dated June 15, 2015.

Whitehead – Powers All in Favor. VOTED.

#### Intermunicipal Veterans' Service Officer Agreement

Town Manager reported that he and Veterans Services Officer, Al Wile, met with Arlington Town Manager Adam Chapdelaine and Arlington's VSO, and as a result of that meeting, recommends the contents of the Intermunicipal Agreement. He explained that the Board would authorize the agreement to be put in place for a six month period with all parties reviewing the document again after more is known about the level of demand on the VSO. He noted that the Arlington VSO would come to Winchester to conduct interviews, going through the application process with any prospective Winchester veteran. Not knowing what the demand for this service would be, Town Manager agreed to the review at the end of the six month period.

Town Manager indicated that the assumption is that the service requests will remain at the anticipated level, after which staff would come back to the Board and propose the terms for reimbursement to Arlington, which would be put forward on a fiscal year basis covering the remaining portion of FY2016, January to June. He suggested that unless there is a reason for change, the likely proposal for FY2017 would be to implement the same service.

Town Manager informed the Board that the State Department of Veterans Services has approved this agreement, and staff feels this is a good example of regional collaboration as well as providing the local veterans the needed assistance that is required by the State Department of Veterans Services.

Town Counsel informed the Board that he has reviewed this agreement and has approved it as to form. He noted that the Arlington Town Counsel has also approved the document as to form. He explained that according to the Town's contact at the State level, the document will be approved by the State as well. The agreement will remain in place until Arlington and Winchester agree to do something different.

In response to the question concerning whether the document will have a sunset clause, Town Manager indicated that the agreement will go year to year. He explained that Winchester has a low case load, however if the demand increases the agreement may have to be renegotiated as far as costs are concerned. He informed the Board that Al Wile will remain as the first level of contact in Winchester

\*Motion: That the Board of Selectmen approve the 2015 Intermunicipal  
Veterans' Service Officer Agreement between the Town of  
Winchester and the Town of Arlington.

Grenzeback – Bettencourt

All in Favor.

VOTED.

## LICENSES

### Package Store License Transfer:

**Katama Spirits Group d/b/a Winchester Wine & Spirits to  
L & C Beverages, Inc. d/b/a Winchester Wine & Spirits  
808 Main Street**

Chairman Johnson opened the Package Store License hearing at 8:00 PM. Attorney Scott Lakin informed the Board that he is counsel for the individuals seeking to purchase the package store liquor license from James Alexander, current owner of Winchester Wine & Spirits; his clients wish to open a package store at 808 Main Street. Attorney Lakin noted that the 808 Main Street location has been approved by the Police Department, Fire Department and Building Inspector.

Selectman Powers pointed out that the application requests Sunday hours from 10 AM to 8 PM. He indicated that most of the Town's package stores close at 6 PM on Sunday. Attorney Lakin informed the Board that his client would be happy to amend the requested hours of operation. Selectman Whitehead pointed out that the other package stores in Winchester close at 6 PM on Sunday.

Attorney Lakin informed the Board that assuming that the license is issued by the Board and the ABCC issues an approval, the remodeling will begin and when completed, the store will open. The hope is that this will only be for a few months.

Town Counsel informed the Board that he has reviewed the application with counsel, on his own, and with Town administrative professional staff and is satisfied that the license request complies with the Town's rules and regulations.

**Mawn, Patti**

---

**From:** Jeff Chunglo <JChunglo@town.arlington.ma.us>  
**Sent:** Thursday, December 31, 2015 10:23 AM  
**To:** evan.makrinikolas@massmail.state.ma.us; Makrinikolas, Evan (VET)  
**Cc:** Christine Bongiorno; Adam Chapdelaine; Town Manager  
**Subject:** District Extension Request  
**Attachments:** District Extension Request.pdf

Evan,

Attached is a request to extend the temporary agreement between Arlington and Winchester.

Thank you in advance and all my best for the New Year.

Very respectfully,

Jeff

Jeffrey A. Chunglo  
Director of Veterans Services  
Town of Arlington  
Town of Winchester  
730 Massachusetts Avenue  
Arlington, MA 02476  
Office: (781) 316-3166  
Fax: (781) 316-3129

The Massachusetts Secretary of State considers e-mail to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.



Town of Arlington  
Department of Health and Human Services  
Department of Veterans' Services  
730 Massachusetts Avenue  
Arlington, MA 02476

Jeffrey A. Chunglo  
Director of Veterans Services

Tel: 781 316-3166  
Fax: 781 316-3129

31 DEC 2015

Mr. Evan Makrinikolas  
Director of Training and Compliance  
Department of Veterans' Services  
600 Washington St., 7th Floor  
Boston, MA 02111

Evan,

The enclosed 2015 Intermunicipal Veterans' Service Officer Agreement between the towns of Arlington and Winchester will expire on 31 DEC 2015. In order to properly evaluate the current level of services that are being provided, along with the feasibility of entering into a full-time agreement, additional time is needed to review this matter.

Therefore, on behalf of Mr. Adam Chapdelaine and Mr. Richard Howard, I respectfully request that you approve an extension of this agreement through 30 JUN 2016.

Thank you in advance for your careful consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Chunglo".

Jeffrey A. Chunglo  
Director of Veterans' Services

CC: Mr. Adam Chapdelaine  
Mr. Richard Howard  
Ms. Christine Bongiorno

Enc: 2015 Intermunicipal Veterans' Service Officer Agreement

**2015 INTERMUNICIPAL VETERANS' SERVICE OFFICER AGREEMENT  
BETWEEN THE TOWN OF ARLINGTON AND THE TOWN OF WINCHESTER**

WHEREAS, the Town of Arlington ("Arlington") and the Town of Winchester ("Winchester") possess mutual interest in enhancing their respective local veterans' services through coordinated administration of local veterans' resources; and

WHEREAS, Arlington and Winchester are mutually agreeable and desirous of exploring the potential for the creation of a Veterans Service District; and

WHEREAS, the Massachusetts Department of Veterans' Service has approved a joint proposal by Arlington and Winchester to have Arlington's Veterans' Service Officer ("VSO") coordinate veterans' services in both communities for a trial period;

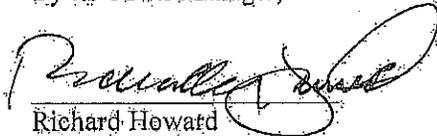
THEREFORE, said respective Towns enter into this Agreement in accordance with the M.G.L. c. 40 §4A as follows:

- A. The Town of Arlington, through its Veterans' Service Officer ("VSO"), shall provide coverage for M.G.L. c. 115 veterans' services, as well as other veterans resources under local, state, and federal programs for the Town of Winchester coordinated in conjunction with a part-time VSO from Winchester for the period of July 1, 2015 through December 31, 2015.
- B. In such a capacity, Arlington's VSO shall coordinate and conduct appointments through the Arlington VSO Office in Arlington Town Hall, but in the event that a veteran or their dependent is unable to travel to Arlington, the VSO shall travel to Winchester to serve any such veterans by appointment as necessary and appropriate.
- C. Arlington's VSO will evaluate Winchester veteran applicants for c. 115 benefits eligibility and file paperwork accordingly with the Department of Veterans' Services (DVS) for approval and reimbursement. On a monthly basis, Arlington's VSO will transmit benefits payment statements to Winchester officials and/or personnel for processing and payment to eligible Winchester veterans. The Arlington VSO, per DVS guidelines, will be

responsible to "Close-out" and verify expenditures for Winchester and will submit these reports to the Winchester Treasurer for certification with DVS.

- D. In exchange, for the foregoing services by Arlington's VSO, Winchester shall compensate Arlington at a rate of Fifty (\$50.00) Dollars per hour for an estimated weekly cost of Two Hundred (\$200.00) Dollars based upon an estimated four (4) hours of work per week fielding calls and taking meetings with Winchester Veterans throughout the term of this Agreement for a total cost not to exceed Five Thousand Four Hundred (\$5,400) Dollars, subject to the availability of funds.
- E. The weekly hours of service provided by Arlington's VSO, as well as the compensation for such services may be amended by mutual letter of agreement and appropriate authorization by the municipalities.
- F. On or about December 1, 2015, the municipalities shall conduct a 30-day audit and review of the benefits and services of the foregoing arrangements for the purpose of considering initiating the process for establishing a formal Veterans' Service District between the municipalities as provided by c. 115 and 108 CMR 12.02(1).

For the Town of Winchester  
By its Town Manager,

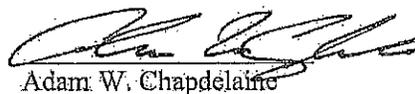
  
Richard Howard

Date: 7-1-15

As authorized by the Winchester  
Board of Selectmen on:

6-29-15

For the Town of Arlington  
By its Town Manager,

  
Adam W. Chapdelaine

Date: June 30, 2015

As authorized by the Arlington  
Board of Selectmen on:

June 29, 2015



# *Town of Winchester*

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

---

Board of Selectmen Meeting  
Wednesday, June 22, 2016

## BUSINESS

Docket Item G - 4:

Dog Park Options briefing

### Supporting Documents:

G - 4:

Memo from Recreation Director Chris Nelson and  
DPW Director Jay Gill

Action Required:

Hear briefing and discuss options

Docket Item:  
G-4:  
June 22, 2016



**Winchester Recreation & Community Education Department**

Christopher Nelson      263 Main Street  
Recreation Director      Winchester, MA 01890

[www.winrec.com](http://www.winrec.com)  
781/721-7125  
781/721-7129 fax

Date: May 24, 2016,  
To: Lance Grenzeback, Chair, Board of Selectmen  
Richard Howard, Town Manager  
Mark Twogood, Assistant Town Manager  
From: Chris Nelson, Recreation Director *CA*  
Jay Gill, Director of Public Works *B*

**RE: Dog Park Update**

As you may be aware the Field Management Committee has been working with Andrew Leonard from Leonard Design Associates, on a feasibility and budgeting study for a dog park in Winchester. Andrew has many years of experience constructing dog parks and was instrumental in creating a dog park at Thorndike Field in Arlington. This study was brought on by a group of residents inquiring about a place in town designated for an off leash area for dogs. The Field Committee supports this project believing that having a dog park open to the community may deter dog owners from using playing fields for their dogs.

Enclosed is the April 13, 2016 Feasibility and Budgeting Studies for Off-Leash Recreation Areas draft created by Leonard Design Associates. The study has identified 6 possible locations for an Off-Leash Recreation Area for Winchester. The study also has listed potentials and benefits as well as constraints for each area. The 6 locations are:

**Leonard Pond Alt. A (Near River)**

Potentials and Benefits	Constraints
<ul style="list-style-type: none"><li>• Easy to develop access</li><li>• Water and Electric service already exist in close proximity</li><li>• Very flat, easy to develop</li><li>• No adjacent residences</li></ul>	<ul style="list-style-type: none"><li>• Riverfront and wetland issues to be addressed</li><li>• Parking needs upgrade</li><li>• Access drive narrow</li><li>• Potential bikeway conflict</li></ul>

**Leonard Pond Alt. A (Near River) Estimated Cost: \$418,583 see Feasibility and Budgeting Study**

16 MAY 27 AM 9:36  
TOWN OF WINCHESTER  
TOWN MANAGER  
SELECTIONS

*Handwritten signature/initials*

**Leonard Pond Alt. B (Beach Area)**

<b>Potentials and Benefits</b>	<b>Constraints</b>
<ul style="list-style-type: none"><li>• No current use</li><li>• Close to existing park</li><li>• Water and Electric service already exist in close proximity</li><li>• Separate from other activities</li></ul>	<ul style="list-style-type: none"><li>• Access through residential neighborhood</li><li>• Need new accessible parking</li><li>• Close to river</li><li>• Slopes will require grading</li><li>• Possible security issues</li></ul>

**Leonard Pond Alt. B (Beach Area) Estimated Cost: \$360,290 see Feasibility and Budgeting Study**

**Eliot Park**

<b>Potentials and Benefits</b>	<b>Constraints</b>
<ul style="list-style-type: none"><li>• Existing passive park next to Wedge Pond</li><li>• Electric and water in street near by</li><li>• Very Flat easy to develop</li><li>• No adjacent residences</li></ul>	<ul style="list-style-type: none"><li>• Requires changing existing use of park</li><li>• Very visible site may raise concerns</li><li>• No shade from existing trees midday and afternoon</li><li>• Adjacent to Wedge Pond will require approval</li><li>• Potential traffic, parking issues with congestion on Main Street</li></ul>

**Eliot Park Estimated Cost: \$331,834 see Feasibility and Budgeting Study**

**Westside Field Alt. A – Grass Area**

<b>Potentials and Benefits</b>	<b>Constraints</b>
<ul style="list-style-type: none"><li>• Uses existing parking and access</li><li>• Flat, easy to develop</li><li>• Electric and water available on street</li><li>• Only a few residences affected</li></ul>	<ul style="list-style-type: none"><li>• Conflicts with existing heavy use of Westside Field</li><li>• Would require relocating existing playground</li><li>• Possible concerns with children/dog interactions</li></ul>

**Westside Field Alt. A – Grass Area Estimated Cost: \$411,162 see Feasibility and Budgeting Study**

**Westside Field Alt B. – Field D**

Potentials and Benefits	Constraints
<ul style="list-style-type: none"> <li>• Uses existing parking and access</li> <li>• Flat, easy to develop</li> <li>• Electric and water available on street</li> <li>• No residences affected</li> </ul>	<ul style="list-style-type: none"> <li>• Conflicts with existing heavy use of Westside Fields</li> <li>• Possible concerns with children/dog interaction</li> <li>• Objections from baseball associations who are losing practice area</li> </ul>

**Westside Field Alt. B – Field D Estimated Cost: \$289,115 see Feasibility and Budgeting Study**

**Lynch Woods**

Potentials and Benefits	Constraints
<ul style="list-style-type: none"> <li>• No taking of current use area</li> <li>• Electric and water in Sylvester Ave.</li> <li>• Large mature trees for shade</li> </ul>	<ul style="list-style-type: none"> <li>• Isolated, requires access from residential street</li> <li>• Proximity to, visibility from adjacent residences</li> <li>• Riverfront location will require permitting</li> <li>• New water and electric connections required</li> <li>• A new parking area will be needed</li> </ul>

**Lynch Woods Estimated Cost: \$397,493 see Feasibility and Budgeting Study**

The Field Management Committee has also contacted the Conservation Committee, Town Engineer and Health Department to gather additional comments on the Open Leash Recreation Area study. Included with this memo is an email from Elaine Vreeland of the Conservation Committee and a memo from Town Engineer, Beth Rudolph.

The Conservation Committee discussed the proposed dog park at an earlier meeting and their comments are:

- 1.) That the dog park should be located away from a water body, as dog waste runoff would/could pollute it; (Eliot Park and Leonard’s Field)
- 2.) That the Commission would object to the removal of a forest, or part of a forest, to create the park; (Lynch Woods)
- 3.) That the location off Rt. 28 in the Middlesex Fells may be adequate and already exists;
- 4.) The proposal may warrant an Article 97 (changed use of public space or park) review – please see Wade;
- 5.) Any park within 100 feet of a waterbody or within 200 feet of Horn Pond Brook or the Aberjona River will require a permit from the Commission.

The Engineering Department have concerns with the locations proximity to bodies of water. They are concerned about the potential of bacterial contamination of the waterbodies resulting from the Dog Park. New permitting by the USEPA will require the Town to identify and eliminate potential sources of bacteria within the Aberjona watershed. Other concerns raised by the Engineering Department deal with parking and conflicts with the Tri-Community Bikeway.

We are waiting on comments from Jennifer Murphy and the Board of Health.

We have spoken further with Site Planner/Landscape Architect, Andrew Leonard from Leonard Design Associates about funding a Winchester Off - Leash Recreation Area. Mr. Leonard informed us about the Stanton Grant to help with the cost of building a dog park. The Stanton Grant awards up to \$250,000.00 for the construction of a community dog park. Mr. Leonard did state that we would need a design of the dog park and a cost estimate to apply for the Stanton Grant. A number of residents have approached about establishing a committee to raise funds to design a Winchester Dog Park.

The Field Management Committee requests an audience with the Board of Selectmen to review this Feasibility and Budgeting Study for an Off Leash Recreation Area. We look forward to presenting this study to you and welcome your comments and questions.

c.c. file

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Feasibility and Budgeting Studies for  
**Off-Leash Recreation Areas**  
**(Dog Parks)**  
Winchester, MA



Submitted by:

LEONARD DESIGN ASSOCIATES  
Site Planners/Landscape Architects  
Arlington, MA

**DRAFT**  
**FOR REVIEW AND**  
**COMMENT**

April 13, 2016

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## DOG PARK DEVELOPMENT

During the past 5 years I have completed design on 4 OLRA facilities and evaluated several other sites for potential. During these efforts, I evaluated many materials and construction methods for cost effectiveness, durability, and long-term maintenance requirements. These include parks in Somerville, Arlington, Medford and Greenfield, all in Massachusetts.

Most of these parks have been developed under the auspices of the Stanton Foundation, which has provided the bulk of the funding for each. The Stanton Foundation has experience with many OLRA developments, and has preferred materials and site plan standards. We have used these standards in the preparation of this report.

There are several materials commonly used as the primary surface for dog parks (prices are for the surface system, complete in place with subbase as needed, not including costs of rough grading, drainage, fencing, irrigation, etc):

- Grass: great play surface, comfortable for all. Susceptible to damage from urine, not the easiest to pick up feces. Very susceptible to heavy wear, compaction, and mud during wet weather. Requires large area (acres) or extremely high maintenance to be successful. (Sod field: \$1.00 – 1.25/s.f.)
- Bark Mulch: Soft material, easily scattered. Some dogs don't like it, some love to dig in it. Susceptible to wear in heavily trafficked areas. Users often worried about contamination from urine and feces. Easily washed out by heavy rains. (Bark mulch on filter fabric on gravel base: \$1.25 - \$1.75/s.f.)
- Stone Dust: Commonly used, inexpensive, easy to spread. Compacts very hard, can erode if storm water concentrates or if slopes too steep or too long (over 2%). Easy to clean up feces, urine soaks in. Maintenance requirements light, repair of erosion main problem. (4" stone dust on filter fabric on 8" gravel base: \$1.75 - 2.00/s.f.). Problems with dogs digging and tugging on filter fabric.
- Rice Stone: Granular crushed stone product, allows for easy percolation, easy to pick up feces. Not as susceptible to erosion as stone dust, doesn't compact. Anecdotally, some dogs don't like it, can get between toes, although I have not personally observed and problem. This is the preferred Stanton Foundation material. (4" rice stone on 8" crushed stone base: \$2.00 – 2.25/s.f.) Stanton prefers no filter fabric, as this has been a maintenance issue)
- K-9 Turf and equivalent: This is essentially the same material as used for playing fields, without the granular rubber infill. Has been primarily used at kennels, etc, although several parks have been installed in the West. A small area of this material was installed in Somerville as a trial. Very comfortable to play on, percolates well, not subject to erosion, easy to clean. (K-9 turf on 4" gravel, \$10.00 - 11.00/s.f.) Weeds will get in a germinate over time.

Additional elements which are needed for dog parks:

- Edging: any of the granular surfaces require an edging system to retain the material. For the purposes of these studies, we have assumed a recycled plastic timber system. Other systems could include pressure treated wood or concrete curbing.
- Fencing: The Stanton Foundation prefers a 5' black-vinyl coated chain link system, which is strong, reasonably attractive and cost-effective. Double gated entries are provided to allow for 'leash-up' and control of dogs entering and leaving the park area. I have used swing gates in preparing these estimates as slide gates have proven to be too expensive on previous projects.
- Irrigation: An irrigation system is required even if grass is not being used and should be run daily. This provides a minimal cleaning of the surface and dilution of urine.
- Perimeter drainage: French drains leading to drywells should be provided around the low sides of the dog park area to prevent storm and irrigation water from draining into surrounding areas and to allow percolation of the runoff. The combination of perimeter drains and crushed stone base has been successfully permitted in buffer and riverfront zone areas on other projects.
- Grading: Depending on the surface material, surface slopes should be kept between 1.5 and 2 percent, to allow for surface drainage without elevating the tendency to erode the surface.
- Site furnishings: Includes trash receptacles, 'dog valets' for providing bags and a place to deposit feces, at least one water fountain with dog water attachment, can include a dog wash station as well. Benches and picnic tables are also recommended.
- Lighting: Allows for the area to be safely used in winter months. Heaviest use times for dog parks are early morning and after the evening commute.
- Additional elements which may be considered include community seating areas, pavilions and/or other shade structures, and canine agility elements. The Somerville park includes several boulders, a 16' pipe tunnel, ramp/bridge element and 'king-of-the-hill' step ziggurat in one section. Other commercial agility elements are now available.

The proposals for the Winchester sites assume a development that is basically the same as the Thorndike Field OLRA in Arlington: rice stone play surface, 5' black coated chain link fence, double gated entries, drinking and dog fountain, trash receptacles and dog valets, bituminous concrete paths to ADA standards, site furnishings, perimeter drainage on the low sides, irrigation system, and site lighting. The allowances for each of these items has been adjusted to the peculiarities of each site, such as distance to utility connections, grading needs, size of area, shade, etc.

A brief description of each site follows. Characteristics of each a summarized on the table following the descriptions.

## Leonard Field Sites

Two areas at Leonard Field have been identified as potential sites for Dog Parks. Both are approximately the same size, about 1/2 acre each. However, they vary greatly in development potential.

**Near River - 'Leonard Alt. A':** This site is a flat, relatively narrow grassed area located between the Aberjona River and Leonard Pond. Existing trees of varying condition line the river and pond, but there are no major trees within the site. Electric power is available at the old well house or the rest room building. Water can be obtained from the well house. An existing gravel parking lot is located adjacent, with access from Cross Street via a narrow gravel driveway. This is an easy site to develop, but issues relating to the wetlands and riverfront, a proposed future bikeway, and access from Cross Street must be addressed.

**Old Beach - 'Leonard Alt B':** This is a sandy open area that was originally part of a swimming facility using the pond. A few existing trees exist around the perimeter of the area. It is connected to Leonard Field by a paved path with also connects to the cul-de-sac at the end of Tufts Road near the Muraco elementary school. Utility availability is similar to Leonard Alt. A. Parking for 10-15 cars is available in the cul-de-sac. Alternatively, the same type of parking could be developed as in Leonard Alt. A. This site has many of the same attributes and issues as in Alt. A, without the riverfront issues. Using the cul-de-sac as primary parking would bring concerns with traffic from the Tufts Road neighborhood.

## Eliot Park

Eliot Park is an highly-visible existing open space adjacent to Wedge Pond at the corner of Main and Lake Streets, and has great potential for development as a dog park. The current surface is turf, with mature shade trees. It has a consistent cross-slope and would need to be regraded. Electric power and water are available in the adjacent street. Parking is available on Main Street, and in off-hours, the DPW lot across Lake Street. There may be objection from the community as to development of an existing passive recreation area. Adjacency to Wedge Pond will require coordination with the Conservation Commission.

## West Side/Nutile Field Sites

Two areas at West Side Field have been identified as potential sites for Dog Parks. One uses an existing grassed area, and one would replace a sub-standard baseball field.

**Grass Field Area- 'West Side Alt. A':** This site is a flat, grassed area located adjacent to field A. An existing small playground area would have to be moved to accommodate the OLRA development. No major existing trees are located within the site. Electric power and water is

available on site. Parking and access would be from the existing gravel areas servicing the baseball fields, but would need to be improved to ADA standards. A protective ball screen would be recommended for safety from the baseball field. This is also an easy site to develop, but issues relating to use and parking conflicts with the baseball groups must be addressed.

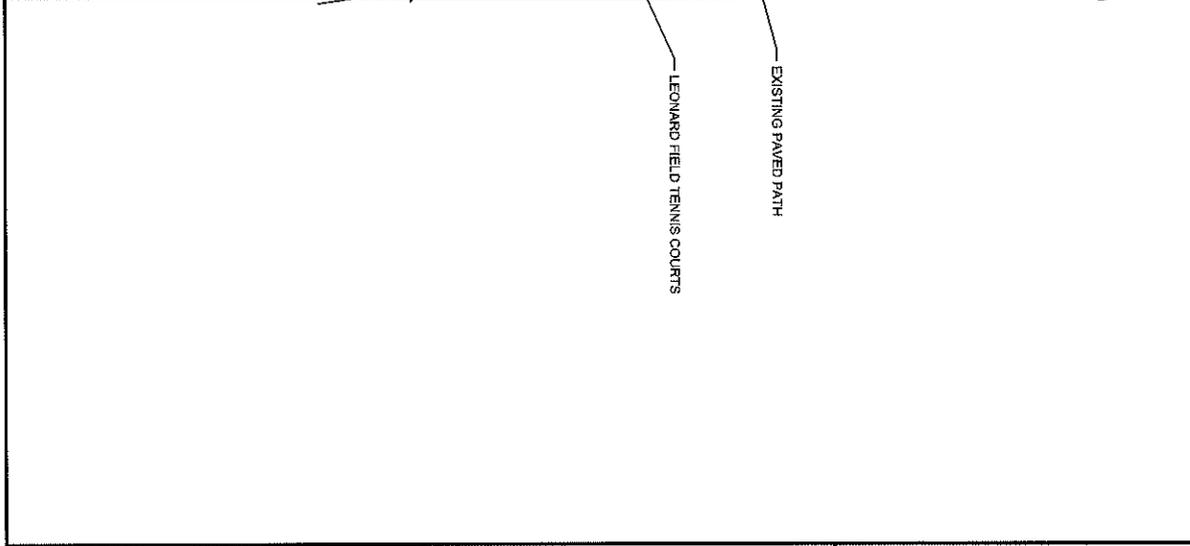
**Field D Area- 'West Side Alt. B':** This site is a existing substandard baseball field that is used only for practice and tee-ball, as there is little to no outfield area. Existing mature trees located adjacent to the site will provide shade. Electric power and water is available on site. Parking and access would be from the existing gravel areas servicing the baseball fields, but would need to be improved to ADA standards. A protective ball screen would be recommended for safety from the baseball field. As with Alt A, this is also an easy site to develop, but the baseball associations will surely object to losing their practice area.

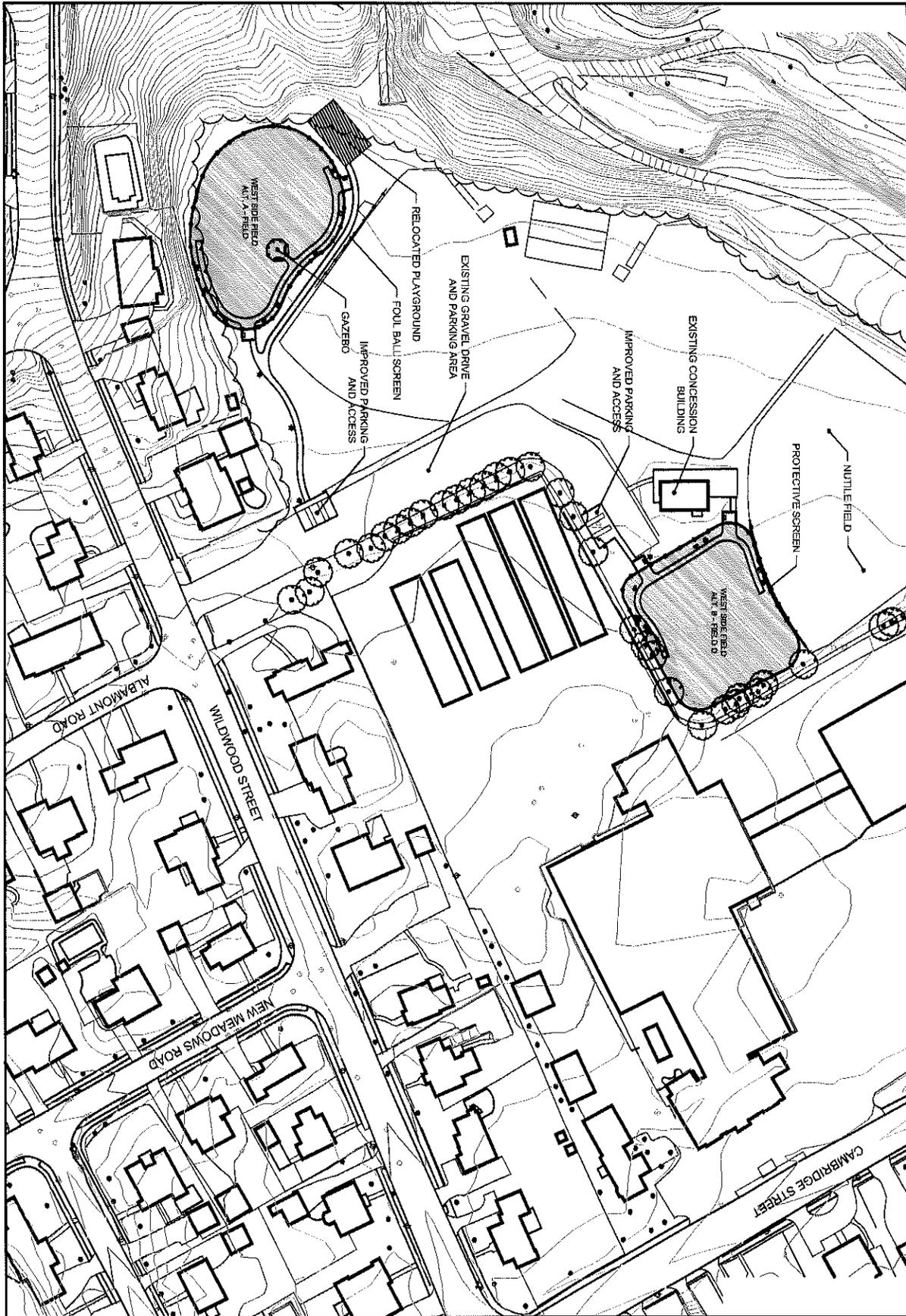
## **Lynch Woods**

This site is an undeveloped wooded area located at the end of Sylvester Avenue and Lake Terrace in Woburn. The wooded area is bisected by the Horn Pond Brook and adjacent bike path. Potential access could also come from the play fields adjacent to the Lynch Elementary School of Pond Street. The site would need to be cleared and regraded. Electric power and water are available in the adjacent street. Parking would need to be developed to avoid on-street parking in a residential area. Potential issues include objection from the adjacent residential neighborhood as to traffic and increased use of an existing undeveloped area. Adjacency to the Horn Pond Brook will require coordination with the Conservation Commission.

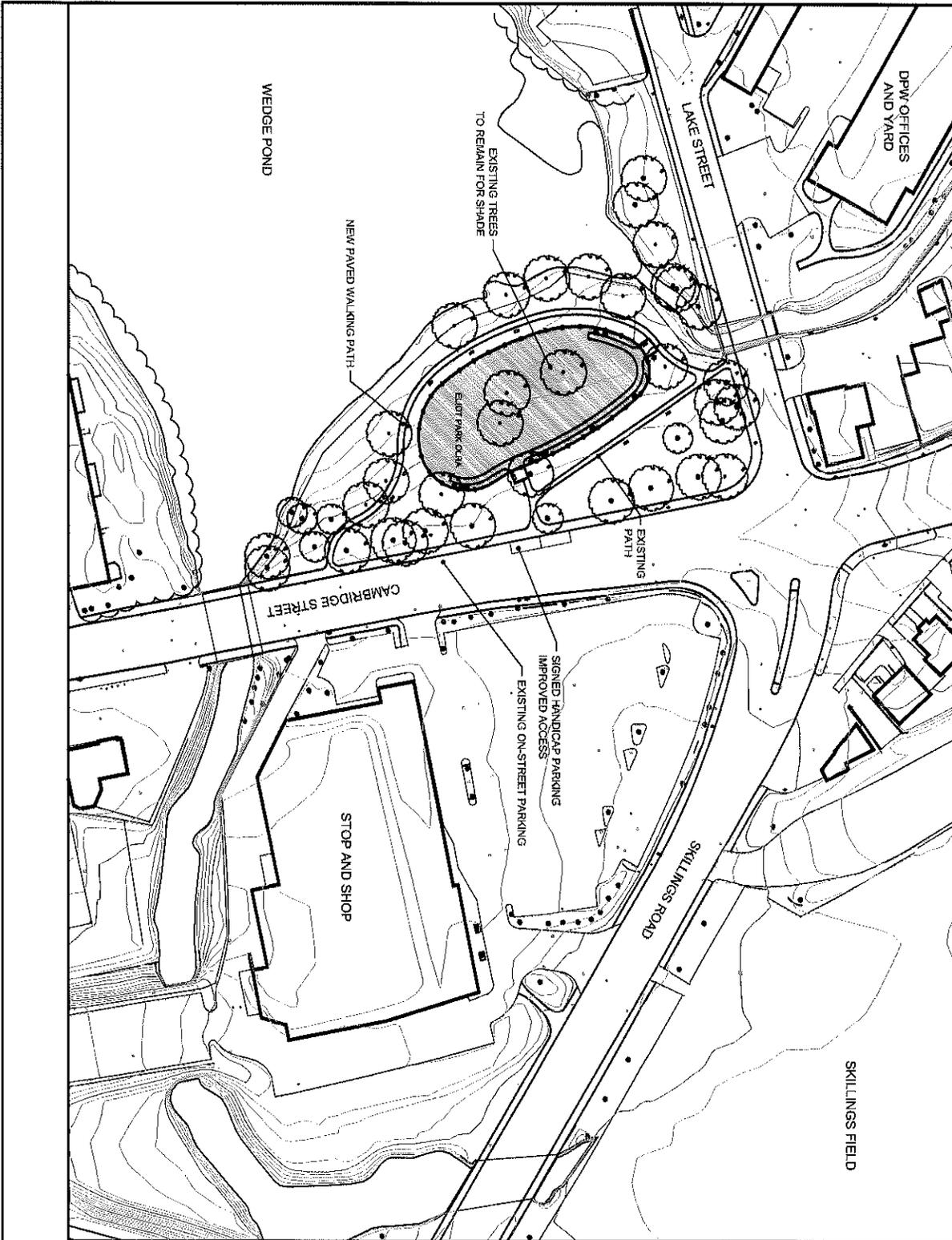
WINCHESTER DOG PARK (OLRA) STUDIES		April 13, 2015				
<b>Site Summaries</b>	<b>Leonard Alt. A Near River</b>	<b>Leonard Alt. B Beach Area</b>	<b>Eliot Park</b>	<b>West Side Field Alt. A – Grass Area</b>	<b>West Side Field Alt. B – Field D</b>	<b>Lynch Woods</b>
<b>Description and Special Characteristics</b>	<ul style="list-style-type: none"> <li>Existing open field between Aberjona River and pond</li> <li>Relatively level</li> <li>Next to existing gravel parking area with access from Cross Street</li> </ul>	<ul style="list-style-type: none"> <li>Existing open space with sand base, former beach</li> <li>Slopes 3' across area</li> <li>Existing path from Turfis Road cul-de-sac</li> </ul>	<ul style="list-style-type: none"> <li>Existing passive park next to Wedge Pond</li> <li>Slopes 3-4' across site</li> <li>Existing mature trees can provide shade</li> </ul>	<ul style="list-style-type: none"> <li>Existing unused grass area next to baseball fields.</li> </ul>	<ul style="list-style-type: none"> <li>Existing undersized baseball field.</li> </ul>	<ul style="list-style-type: none"> <li>Existing unused wooded area</li> <li>Largely residential areas surrounding.</li> <li>Adjacent to Horn Pond Bikeway./</li> </ul>
<b>Potentials and Benefits</b>	<ul style="list-style-type: none"> <li>Easy to develop access, parking</li> <li>Water and electric service already exists in close proximity</li> <li>Very flat, easy to develop.</li> <li>Access to Leonard Field</li> <li>No adjacent residences.</li> </ul>	<ul style="list-style-type: none"> <li>No current use.</li> <li>Reasonably close to existing parking</li> <li>Water and electric service already exists in close proximity</li> <li>Separate from other activities.</li> </ul>	<ul style="list-style-type: none"> <li>Existing parking on street</li> <li>Electric and water in street nearby.</li> <li>Very flat, easy to develop</li> <li>No adjacent residences</li> </ul>	<ul style="list-style-type: none"> <li>Uses existing parking and access.</li> <li>Flat, easy to develop.</li> <li>Electric and water available on street</li> <li>Only a few residences affected.</li> </ul>	<ul style="list-style-type: none"> <li>Uses existing parking and access.</li> <li>Flat, easy to develop.</li> <li>Electric and water available on street</li> <li>No residences affected</li> </ul>	<ul style="list-style-type: none"> <li>No taking of current use area</li> <li>Electric and water in Sylvester Ave.</li> <li>Large mature trees for shade.</li> </ul>
<b>Constraints</b>	<ul style="list-style-type: none"> <li>Riverfront and wetland resource area issues to be addressed</li> <li>Parking needs to be upgraded.</li> <li>Access drive narrow.</li> <li>Potential future Aberjona River Bikeway conflict for vehicular access.</li> </ul>	<ul style="list-style-type: none"> <li>Access goes through residential neighborhood</li> <li>Will require new handicap parking designation.</li> <li>Relatively close to river, will require approvals</li> <li>Slopes will require grading</li> <li>Screened from parking, possible security issue</li> </ul>	<ul style="list-style-type: none"> <li>Requires changing existing use of park.</li> <li>Very visible site, may raise concerns.</li> <li>No shade from existing trees midday and afternoon.</li> <li>Adjacency to Wedge Pond will require approvals.</li> <li>Potential traffic, parking issues with congestion on Main Street</li> </ul>	<ul style="list-style-type: none"> <li>Conflicts with existing heavy use of West Side fields.</li> <li>Would require relocating existing playground</li> <li>Possible concerns with children/dog interaction.</li> </ul>	<ul style="list-style-type: none"> <li>Conflicts with existing heavy use of West Side fields.</li> <li>Possible concerns with children/dog interaction.</li> <li>Objections from baseball associations who are losing practice area.</li> </ul>	<ul style="list-style-type: none"> <li>Isolated, requires access from residential streets</li> <li>Proximity to, visibility from adjacent residences.</li> <li>Riverfront location will require permitting.</li> <li>New water and electric connections required.</li> <li>A new parking area will be needed.</li> </ul>
<b>Possible Special Elements</b>	<ul style="list-style-type: none"> <li>Gazebo to provide shade</li> </ul>	<ul style="list-style-type: none"> <li>Gazebo to provide shade</li> </ul>	<ul style="list-style-type: none"> <li>Add additional walk, benches along pond to help replace loss of passive open space.</li> </ul>	<ul style="list-style-type: none"> <li>Screen for foul balls from baseball field.</li> <li>Gazebo to provide shade.</li> </ul>	<ul style="list-style-type: none"> <li>Screen for balls from baseball field.</li> </ul>	<ul style="list-style-type: none"> <li>Possible connection to Lynch School fields via walking path.</li> </ul>

WINCHESTER DOG PARK STUDIES				4/13/2016							
Budget Cost Estimate											
Park Elements		Leonard Alt. (river)	Leonard Alt. (beach)	West End Alt. (field)	West End Alt. (ball field D)	Eliot	lynch Wood	NOTES			
Area enclosed (Square Feet)	15,200	17,500	17,500	16,500	17,000	18,500					
<b>Item Cost Breakdown</b>											
Erosion Control	\$ 4,000	\$ 2,000	\$ 1,600	\$ 2,000	\$ 3,200	\$ 1,900					Silt-sock \$8,500/ft
Demolition/ Site Preparation	\$ 8,000	\$ 8,000	\$ 10,000	\$ 10,000	\$ 12,000	\$ 14,000					Demo, strip topsoil, etc.
Cleaning/Tree Work	\$ 2,500	\$ 2,500			\$ 4,000	\$ 24,000					
Move Playground, incl surface				\$ 30,000							
Grading	\$ 6,000	\$ 8,000	\$ 6,000	\$ 6,000	\$ 12,000	\$ 14,000					Subgrade prep, base material
Drainage	\$ 15,000	\$ 15,000	\$ 12,000	\$ 12,000	\$ 15,000	\$ 25,000					Perimeter drains, outlet or connection
OLRA Surface	\$ 30,400	\$ 35,000	\$ 35,000	\$ 33,000	\$ 34,000	\$ 37,000					\$2,000/sf, includes base
Bituminous Concrete Walk	\$ 14,000	\$ 16,500	\$ 16,500	\$ 7,500	\$ 20,000	\$ 11,000					\$5,250/sf
Parking Improvements	\$ 37,500	\$ 4,500	\$ 8,500	\$ 8,500	\$ 4,500	\$ 35,000					bit. conc. \$4,500/sf, pavement marking signage
Other driveway improvements	\$ 30,000										
OLRA Fencing, 3' black ckt	\$ 30,000	\$ 31,000	\$ 27,500	\$ 27,000	\$ 28,500	\$ 29,500					\$55/ft
Other fencing or screening			\$ 20,000	\$ 20,000							25' high netting, posts
Gates	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500					4' Swing Gates and 12' maintenance gate
Recycled Plastic Edging	\$ 13,500	\$ 14,000	\$ 12,500	\$ 12,500	\$ 13,000	\$ 13,500					\$25/ft
Dog Wash/Fountains	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000					1 Fountain, 1 Dog Wash
Benches	\$ 14,000	\$ 14,000	\$ 20,000	\$ 14,000	\$ 20,000	\$ 12,000					\$2,000/bench
Trash Receptacle and Dog	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000					1 of each at each entry
Canine Agility Elements	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500					Ramp, Boulders
Gazebo/Shade Structures	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000					Simple 18' Metal with concrete floor
Signage	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000					Allow
Water Service	\$ 12,000	\$ 12,000	\$ 10,000	\$ 8,000	\$ 15,000	\$ 15,000					Based on distance, tap if needed
Irrigation	\$ 14,000	\$ 15,000	\$ 15,000	\$ 14,500	\$ 15,000	\$ 16,000					70'sf + backflow and controller
Electric Service	\$ 10,000	\$ 10,000	\$ 12,000	\$ 8,500	\$ 6,000	\$ 10,000					Distance + connection
Lighting	\$ 15,000	\$ 27,000	\$ 21,000	\$ 12,000	\$ 21,000	\$ 15,000					\$3,000 per fixture
Landscaping, Seeding, etc	\$ 12,000	\$ 12,000	\$ 8,000	\$ 6,000	\$ 8,000	\$ 10,000					Allow, includes wetland replication or buffer plantings
<b>Subtotal:</b>	<b>\$ 322,900</b>	<b>\$ 277,000</b>	<b>\$ 320,600</b>	<b>\$ 224,500</b>	<b>\$ 254,200</b>	<b>\$ 305,900</b>					
Survey	\$ 4,500	\$ 4,500	\$ 4,000	\$ 4,000	\$ 5,000	\$ 5,000					
Design @12%	\$ 38,748	\$ 33,240	\$ 38,472	\$ 26,940	\$ 30,504	\$ 36,708					Includes drainage design
Consultant	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000					wetlands consultant
General Conditions @5%	\$ 16,143	\$ 13,850	\$ 16,030	\$ 11,225	\$ 12,710	\$ 15,285					
Contingency @10%	\$ 32,290	\$ 27,700	\$ 32,060	\$ 22,450	\$ 25,420	\$ 30,590					
<b>Total of All Items:</b>	<b>\$ 418,583</b>	<b>\$ 360,290</b>	<b>\$ 411,162</b>	<b>\$ 289,115</b>	<b>\$ 331,834</b>	<b>\$ 397,493</b>					
<b>Cost per Square Foot:</b>	<b>\$ 27.54</b>	<b>\$ 20.59</b>	<b>\$ 23.49</b>	<b>\$ 17.52</b>	<b>\$ 19.52</b>	<b>\$ 21.49</b>					





<p><b>D2</b></p>	<p><b>OLRA STUDIES</b> Winchester, MA</p> <p>Scale: 1" = 80' April 15, 2016</p>	<p><b>WEST SIDE FIELD OPTIONS</b></p>	<p>Leonard Design Associates</p> <p><i>Site Planning/ Landscape Architecture</i></p> <p>p (781) 641-0750 j (781) 646-3174 aleonard@leonarddesign.info</p>
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**D3**

**OLRA STUDIES**  
Winchester, MA

Scale: 1" = 80' April 15, 2016

**ELIOT PARK**

**Leonard  
Design  
Associates**

*Site Planning/  
Landscape Architecture*

p (781) 641-0750  
f (781) 646-3174  
aleonard@leonarddesign.info



**D4**

**OLRA STUDIES**  
Winchester, MA

Scale: 1" = 80' April 15, 2016

**LYNCH SCHOOL  
WOODS**

**Leonard  
Design  
Associates**

*Site Planning/  
Landscape Architecture*

p (781) 641-0750

f (781) 646-3174

aleonard@leonarddesign.info

## Nelson, Chris

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**From:** Vreeland, Elaine  
**Sent:** Tuesday, May 10, 2016 12:59 PM  
**To:** Gill, James; Nelson, Chris  
**Subject:** Conservation Commission Comments re Placement of Proposed Dog Park

Dear Jay and Chris,

The Conservation Commission discussed the proposed dog park at its last meeting and asked me to forward the following comments:

- 1.) That the dog park should be located away from a water body, as dog waste runoff would could pollute it; (Eliot Park and Leonard's Field)
- 2.) That the Commission would object to the removal of a forest, or part of a forest, to create the park; (Lynch Woods)
- 3.) That the location off Rt. 28 in the Middlesex Fells may be adequate and already exists;
- 4.) The proposal may warrant an Article 97 (changed use of public space or park) review – please see Wade;
- 5.) Any park within 100 feet of a waterbody or within 200 feet of Horn Pond Brook or the Aberjona River will require a permit from the Commission.

Elaine



TOWN OF WINCHESTER  
ENGINEERING DEPARTMENT  
71 MT. VERNON STREET, WINCHESTER, MA  
PHONE 781-721-7120 / FAX 781-721-7166

**TO:** Jay Gill, DPW Director  
Chris Nelson, Recreation Director

**FROM:** Beth Rudolph, PE, Town Engineer *BER*

**DATE:** May 16, 2016

**RE:** Winchester Dog Park – Engineering Department Comments

The Winchester Engineering Department has reviewed the “Feasibility and Budgeting Study for Off-Leash Recreation Areas (Dog Parks) in Winchester, MA”, prepared by Leonard Design Associates and dated April 13, 2016. The study evaluated four potential locations for a new Dog Park – Leonard Field/Beach area (two options), Eliot Park, West Side Field (two options), and Lynch Woods located at the end of Sylvester Avenue. We offer the following comments on this report and potential locations:

**Leonard Field/Beach – Alternatives A & B**

- Both of the Leonard Field/Beach options are located in close proximity to Leonard Pond and the Aberjona River, with Alternative A being located directly between the two bodies of water. The Engineering Department is concerned about the potential for bacterial contamination of these two waterbodies resulting from the Dog Park. The MS4 permit recently issued by USEPA will require the Town to identify and eliminate potential sources of bacteria within the Aberjona River watershed. While we understand that owners will be primarily responsible for picking-up after their pets at the facility, it seems best if we can relocate the park further away from any waterbodies to prevent this from becoming a potential source of pollution.
- The proposed parking area and driveway for the Leonard Field/Beach options conflicts with the proposed location of the Tri-Community Bikeway, which will follow the route of the existing path from Cross Street, around Leonard Pond, and towards the Muraco School. If this option is selected for further consideration, the Town will need to coordinate with MassDOT to determine whether construction of this parking area and driveway would be allowed within the limits of the bikeway project.

**Eliot Park**

- As with the Leonard Field options, the Engineering Department is concerned with potential bacterial contamination of Wedge Pond from the close proximity of the proposed Dog Park at Eliot Park. Other potential concerns include limited on-street parking, as the spaces on Main Street in front of the park are signed for “3-hours or by

Permit", as well as aesthetic concerns for the proposed fencing to obscure the existing view of Wedge Pond from Main Street.

#### **Lynch Woods (End of Sylvester Avenue)**

- The Lynch Woods site is located at the end of Sylvester Avenue on undeveloped property currently under control of the School Department. The property is adjacent to the Lynch School property, but is separated by Horn Pond Brook. The Engineering Department is less concerned about bacterial contamination at this site given the greater distance from Horn Pond Brook as compared to the other two locations discussed above.
- There is an existing bike path that currently extends from the end of Sylvester Avenue to Lake Terrace in Woburn. This path will be reconstructed and expanded as part of the Tri-Community Bikeway project. The design of any potential parking area or Dog Park would need to take the proposed bikeway improvements into consideration.
- The Engineering Department's primary concerns regarding this site include the increased traffic and noise impacts to the surrounding neighborhood, since this is currently a dead-end street with very low traffic volumes. Additionally, the Town would need to work with the City of Woburn regarding the potential for users to try to park on Lake Terrace to access the Dog Park instead of using the proposed parking area off of Sylvester Avenue.

#### **West Side Field – Alternative A & B**

- From our preliminary review of this material, it appears that the West Side Field alternatives would have the least impact to water quality and traffic of all the sites studied, with the location for Alternative B being slightly preferred given its further distance from the existing stream and headwall on the west side of the field. The primary concern regarding traffic and parking is the combined use of site during the peak of baseball/softball season when the existing parking lot would likely not be sufficient to cover both uses.



# *Town of Winchester*

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

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Board of Selectmen Meeting  
Wednesday, June 22, 2016

## **BUSINESS**

Docket Item G -5:

Winning Farm Development Agreement –  
Document Approval

### Supporting Documents:

G - 5:

Development Agreement

### Action Required:

. VOTE to approve document and sign.

DRAFT

Docket Item:  
G - 5:  
June 22, 2016

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated June \_\_\_\_, 2016, is entered into by and between the Town of Winchester, acting by and through its Board of Selectmen ("Town" or "Winchester"), and BEK Winchester Winning Farm LLC ("Developer"), with a principal place of business located at 82 Meadowbrook Road, Mashpee, Massachusetts 02649.

### RECITALS

The Developer has asked the Town to amend the Winchester Zoning Bylaw ("Zoning Bylaw"): to apply the Attached Residential Cluster Development Overlay District ("ARCDOD"), which is Section 8.7 of the Zoning Bylaw, to a parcel of land owned by Winning Farm, LLC consisting of approximately 12.5 +/- acres, more or less, (the "Property") as is more particularly described in **Exhibit A**. The adoption of the Zoning Amendment would enable the Developer to apply to the Winchester Planning Board for Comprehensive Plan Approval (the "Plan Approval") and to the Winchester Zoning Board of Appeals ("SPGA") for a special permit (the "Special Permit") as required under the ARCDOD for development of an Attached Residential Cluster Development on the Property. The Plan Approval and Special Permit, together with all other local, state and federal approvals collectively, are referred to as the "Permits." The structures, infrastructure and other development improvements described in the Permits are sometimes herein referred to collectively as the ("Improvements" or the "Project").

### AGREEMENT

Now, therefore, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer agree that if, and only if, (i) the Zoning Amendment is adopted at the Town Meeting substantially in the form attached hereto as Exhibit B without modifications that materially adversely affect the Developer's rights as set forth herein; and (ii) the Zoning Amendments are subsequently approved by the Commonwealth's Office of the Attorney General; and (iii) the Developer obtains the Permits as set forth in this Agreement and purchases the Property from Winning Farm, LLC, then the Developer shall promptly proceed with the development of the Property pursuant to the Permits and the provisions of this Agreement, and the Town and the Developer shall each perform the actions as set forth herein.

From and after substantial completion of the Improvements, the Developer, for itself and its successors and assigns, covenants, promises and agrees to continuously and without interruption, except in the ordinary course of operation and maintenance thereof, devote the Property exclusively to the combination of uses described herein and as described in the Permits, as they may be amended from time to time or in other applicable zoning in effect from time to time, except as hereinafter provided. Other

than the Improvements, no other structures or facilities of any kind shall be constructed on the Property, unless permitted by an amendment to the Permits or to the ARCDOD.

## **A. MUNICIPAL WATER SUPPLY**

**1. Required Improvements.** The Developer shall construct and / or modify, at its sole expense, the municipal water supply improvements necessary to increase the existing water pipe connection and to provide adequate fire protection pressure for all phases of the Project. The design and permitting of these improvements shall be in accordance with the Town's "Special Provisions for Construction of Roadways including the Installation of Water, Sewer and Drains in the Town of Winchester" and any other standard engineering practices as may be reasonably required by the Town. The final design and the installation of the required municipal water supply improvements shall be approved by the Winchester Department of Public Works, Engineering Department and Fire Department. Fees associated with the water connection will be assessed to the Developer in accordance with the Town's Sewer Demand Fee and Water Demand Fee as established by the Town of Winchester Sewer and Water Commissioners on January 15, 1998, as revised by the Winchester Board of Selectmen on June 25, 2007.

**2. Looped Service.** The Developer, at its sole cost and expense, shall provide a looped water main to service the Project. The design of such looped system shall be in accordance with the instructions of the Department of Public Works. If an easement is required across land owned by the Town in order to install such looped system, the Town will work in good faith to provide such easement. In the event that the Town works in good faith to provide an easement, but is unable to do so within a commercially reasonable period of time, the Developer shall provide such looped water main on the Property. The connection to the existing water main shall be as per the instructions of the Department of Public Works, Engineering Department and Fire Department.

**3. MWRA Permits.** The Developer shall obtain, at its sole cost and expense all necessary permits from the Massachusetts Water Resources Authority ("MWRA") for the water supply improvements.

## **B. MUNICIPAL SEWER FACILITIES**

**1. Town Connection.** The Developer shall, at its sole cost and expense, prepare all plans and permit applications necessary to apply for and receive permits to create new connections and/or to modify the existing connections to the Town's sewer system in order to provide adequate sewer services for all phases of the Project. The final design and the installation of required municipal sewer improvements shall be approved by the Public Works Department and the Engineering Department. The design,

permitting and construction of all sewer facilities shall be in accordance with the Town's "Special Provisions for Construction of Roadways including the Installation of Water, Sewer and Drains in the Town of Winchester" and any other standard engineering practices as may be reasonably required by the Town. Fees associated with the sewer improvements shall be assessed to the Developer in accordance with the Town's Sewer Demand Fee and Water Demand Fee as established by the Town of Winchester Sewer and Water Commissioners on January 15, 1998, as revised by the Winchester Board of Selectmen on June 25, 2007.

## **2. Infrastructure Improvements.**

a. Prior to the issuance of any certificate of occupancy the Developer shall fund certain pump station improvements at the Thornberry Road pump station and fund certain downstream sewer improvements on Johnson Road and Wildwood Street consistent with the plans and specifications prepared by Weston & Sampson and set forth in Exhibit C.

b. At closing, the Developer will provide the Town with a bond or other security acceptable to the Board of Selectmen in the amount of Five-hundred Thousand USD (\$500,000) to secure payment of the infrastructure improvements as defined in a above and as referenced in section G-3.

c. The Developer shall be responsible for all water, sewer and drains located on the site.

## **C. TRAFFIC IMPROVEMENTS**

**1. Roads and Parking Areas.** The Developer shall construct the streets and parking areas within the Project. All such streets and parking areas shall remain privately owned and, until completion of the Project, shall be maintained, repaired, replaced and rebuilt by the Developer, its heirs, successors and assigns, at its/their sole cost and expense. The Developer or its successor in interest shall be responsible for maintenance of the roads and parking areas until such time that the Homeowners Association assumes responsibility for same. The Developer shall notify the Board of Selectmen ninety (90) days prior to the assumption of responsibility by the Homeowners Association.

**2. Board of Selectmen Approval.** Prior to the commencement of any work within the Town's right-of-way to make any local traffic improvements that may be required by the SPGA, the Developer shall obtain approval for the proposed traffic mitigation measures from the Board of Selectmen in their capacity as Traffic Commissioners.

**3. Repaving and Repair.** After installation of the required water, sewer and drainage improvements, the Developer shall repave/repair the affected streets and

sidewalks in accordance with the technical requirements established in Section 2.0 of the "Rules and Regulations Governing Street Opening Permits and Grants of Location in the Town of Winchester, Massachusetts" adopted April 30, 2007, and the "Special Provisions for the Construction of Roadways Including the Installation of Water, Sewer and Drains in the Town of Winchester, Massachusetts," and any other conditions as may be reasonably required by the Engineering Department and the Department of Public Works.

#### **D. PROJECT LIMITS, DESIGN AND SECURITY**

**1. Aggregate Limits.** The Developer's application for a Special Permit pursuant to the ARCDOD shall propose a Project with the following aggregate limits:

- a. The Project shall be limited to twenty-nine (29) total dwelling units of which two (2) dwelling units shall be affordable pursuant to the provisions of Paragraph G(1).
- b. All of the dwellings shall be located in townhouses or stand-alone units, but in no case shall there be stacked "flat" units (units on top of other units).

**2. Age-Restriction.** The Project shall be subject to an age-restriction (55 and over) consistent with the Fair Housing Act, 42 USC Section 3607(b), as amended, and the Housing for Older Persons Act (HOPA) and the regulations promulgated thereunder. The Developer's application for a special permit under the ARCDOD shall propose such age-restriction, and the Developer shall not appeal the imposition of such condition in the grant of any special permit.

**3. Plan Consistency.** The application for Comprehensive Plan Approval under ARCDOD Section 8.7.4 of the Zoning Bylaw shall be limited to no more than twenty-nine (29) total dwelling units of which two (2) dwelling units shall be affordable.

**4. Performance Guaranty.** To the extent that, for any reason, substantial water, sewer or drainage improvements, or other such substantial improvements are not completed prior to the Developer's application for the 20th certificate of occupancy for a dwelling unit (provided, however, that no certificate of occupancy shall be issued without a determination from the Building Commissioner, after consultation with the Engineering Department and the DPW, that the dwelling unit is adequately served with utilities in accordance with applicable health and safety standards), the Developer agrees that the SPGA may require, as a condition for the issuance of any such certificate of occupancy, security for such incomplete work in the manner provided for securing construction of ways and the installation of municipal services set forth in G.L. c. 41, §81U, paragraphs (1), (2) and (4) and as determined by the SPGA. The amount of such security shall be determined by the SPGA after consultation with the Developer and the Town Engineer and shall be sufficient to

cover the design and construction of any such incomplete work whether required under the Special Permit or by any other municipal permitting entity.

**5. Chapter 40B.** The Developer hereby agrees and covenants for and on behalf of itself, its successors and assigns that the Property shall not be, now or ever, proposed as the site for dwelling units or developed for dwelling units pursuant to G.L. Chapter 40B, ss. 20-23, the Comprehensive Permit Law. This restriction may be enforced by a restraining order, injunction or any other available remedy.

## **E. SITE SERVICES AND UTILITIES**

**1. Private Services.** Until completion of the Improvements, the Developer, or its successors or assigns, shall be solely responsible for the maintenance and operation of all Project-related services, including but not limited to refuse and trash removal, snow removal, road and sidewalk maintenance, lighting, landscape maintenance and other similar activities related to the operation of the Project to be built on the Property. The Developer or its successor in interest shall be responsible for maintenance of the water, sewer and drainage lines servicing the development from their connection with the Town-owned mains, until such time that the Homeowners Association assumes responsibility for same. The Developer shall notify the Board of Selectmen ninety (90) days prior to the assumption of responsibility by the Homeowners Association.

**2. Board of Health.** Solid waste disposal shall be handled in accordance with the rules and regulations of the Board of Health.

**3. Underground Utilities.** The Developer shall install all utilities serving the Project underground, including, but not limited to, water, sewer, drain lines, gas, electric, telephone/teledata and cable.

## **F. PUBLIC SAFETY**

**1. Fire Suppression Plans.** The Developer shall prepare and submit detailed fire suppression and detection plans for the approval by the Town's Fire Department.

**2. Construction Phase.** The Developer shall be responsible for site security during Construction. The Developer shall pay for public safety details during the construction period when the Town determines that deliveries of equipment and material to the Project site may adversely affect the safe movement of vehicles, bicycles and pedestrians on public and private roadways adjacent to the Project.

## G. FINANCIAL CONSIDERATION

**1. Affordable Housing.** Developer agrees that two (2) units of the Project shall be permanently reserved for households meeting the eligibility requirements for affordable housing as set forth in the Local Initiative Program of the Massachusetts Department of Housing and Community Development (DHCD), 760 CMR 45.00. In order to accomplish this, the Developer shall prepare and execute a marketing plan and other documents as required by DHCD. Certificates of occupancy shall be obtained for the affordable units prior to the conveyance of the 20th market-rate unit.

**2. Linkage Payment.** At the closing on the purchase of the Property, the Developer shall provide the sum of One Million (\$1,000,000) USD (the "Linkage Payment") to the Town.

**3. Infrastructure Improvement Payment.** The Town will invoice the Developer for the cost of making the required infrastructure improvements. The Developer shall make payment of the invoice within ~~fourteen (14)~~ thirty (30) days of receipt thereof. The total of invoices for the required infrastructure improvements shall not exceed Five-hundred Thousand (\$500,000) USD.

## H. OPEN SPACE

**1. Open Space.** Developer shall comply with the Open Space and Preservation Area requirements as set forth in ARCDOD Section 8.7.7 of the Winchester Zoning Bylaw.

**2. Public Access to Conservation Area.** The Comprehensive Plan approved by the Planning Board, pursuant to ARCDOD Section 8.7.4 of the Winchester Zoning Bylaw shall show trails as may be required in the Conservation Commission Order of Conditions. The Town shall be granted easements through the Project for access to and use of such trails. The Developer shall provide a public parking area onsite or on adjacent Town-owned property as required by the SPGA and Conservation Commission, that provides access to Town-owned land and Project open space.

## I. SUBMISSION OF PLANS

The Developer shall comply with ARCDOD Section 8.7 of the Winchester Zoning Bylaw and obtain an Order of Conditions from the Conservation Commission.

## J. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

**1. Commencement of Construction.** The Developer shall begin the construction of the Improvements not later than nine (9) months after the date of the closing between Winning Farm, LLC and the Developer (the "Commencement Date").

**2. Completion of Construction.** The Developer shall diligently prosecute to completion the construction of the Improvements in phases and shall substantially complete all such construction within three (3) years of the Commencement Date (the "Completion Date"). In the event that the townhouses are not substantially completed by the Completion Date or the remainder of the Improvements have not been substantially completed by the Completion Date, such dates may be extended for an additional two (2) years (the "Extended Completion Period) at the Board's discretion, such extension shall not be unreasonably withheld. In the event that all of the Improvements have not been constructed and certificates of occupancy issued therefore by the expiration of the Extended Completion Period, the Town may exercise its rights under Paragraph O (2) herein without any further recourse by the Developer, except as provided herein.

**3. Report.** A quarterly construction report, in a form satisfactory to the Board of Selectmen, shall be provided to the Town by the Developer for each year of construction.

**4. Obligations Excused.** The obligations of the Developer hereunder to commence, diligently pursue and complete construction of the Improvements shall be excused during the pendency of any appeals of Permits and/or if a court of competent jurisdiction shall prohibit construction of the Improvements but in such case, only with respect to those portions of the Improvements to which such court decision relates.

**5. Covenants Running with the Land.** It is intended and agreed that the agreements and covenants contained in this Section with respect to the beginning and completion of the Improvements shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee.

## **K. PROVISIONS RELATING TO DAMAGE**

Whenever any of the Improvements or any part thereof shall have been damaged or destroyed, any reconstruction or repair undertaken by the Developer shall in all material respects be in accordance with and conform to the provisions of this Agreement and the Permits.

## **L. PROVISIONS RELATING TO RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A DEFAULT.**

**1. Default by the Developer.** If the Developer shall default in the performance of any material term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to the Developer specifying the alleged default (the "First Cure Period") or, if such default (other than a payment default) shall be reasonably expected to take more than thirty (30) days to cure, the

Town and the Developer shall agree upon a longer period of time within which such cure shall be completed (the "Extended Cure Period"), and such default is continuing at the expiration of such First Cure Period or the Extended Cure Period, as applicable, the Town shall have the right to (i) terminate this Agreement; (ii) withhold any approvals to be issued by any municipal agency or official of the Town; or (iii) exercise any other remedy available at law or in equity, including commencing an action for specific performance. The Town agrees that if, within ten (10) days after the Developer's receipt of a notice of a claim of default, the Developer shall give notice to the Town that the Developer contests the same, then the Town shall not have the right to exercise any of the foregoing rights in respect thereto until a court has issued an enforceable order on such claim. The Developer agrees to diligently prosecute any such contest. If the Developer has not commenced such action within thirty (30) days of such written notice to the Town, the Developer shall be deemed to have abandoned the right to contest such default and the Town may exercise any of its remedies hereinbefore described without any further delay. If such matter is determined adversely to the Developer, the Developer shall have thirty (30) days (or, such longer period of time as agreed to between the Town and the Developer) to effect such cure (the "Second Cure Period"). If, after such adjudication in favor of the Town, the default is not cured within the Second Cure Period, the Town shall have the rights hereinbefore described, but there shall be no further right of appeal by the Developer.

**2. Default by the Town.** If the Town shall default in the performance of any material term, covenant or condition of this Agreement, which default shall continue for more than thirty (30) days after written notice to the Town specifying the alleged default (or if such default shall be reasonably expected to take more than thirty (30) days to cure, said longer period of time), the Developer shall have the right to (i) terminate this Agreement; or (ii) exercise any other remedy available at law or in equity, including commencing an action for specific performance.

#### **M. NOTICES OF BREACHES TO MORTGAGEES OR TO THE TOWN**

If the Town gives written notice to the Developer of a default under this Agreement and the Developer fails to remedy such default as required herein, the Town shall forthwith, after such failure, furnish a copy of the notice of default and a statement that such default has not been cured to each of the mortgagees of record of the Property who have provided construction financing for the Improvements. To facilitate the operation of this Section, the Developer shall at all times keep the Town provided with an up-to-date list of names and addresses of mortgagees from whom the Developer has obtained loans as permitted under this Agreement. Any such mortgagee or holder may notify the Town of its address and request that the provisions of Section T(6) hereof as they relate to notices apply to it. The Town agrees to comply with any such request.

The Developer shall use its best efforts to have the mortgagees provide to the Town a copy of any default notice provided by them to the Developer.

#### **N. MORTGAGEE MAY CURE BREACH OF DEVELOPER**

If the Developer has received notice from the Town of a default under this Agreement and such breach is not cured by the Developer before the expiration of the period provided therefor, the holders of record of construction mortgages on the Property may cure any breach upon giving written notice of their intention to do so to the Town within ninety (90) days after such holder receives such notice of breach as set forth in Section M, and shall thereupon proceed with due diligence to cure such breach. In the event any mortgagee elects to complete the Improvements as herein provided, a reasonable extension of time for performance will be granted by the Town to enable the mortgagee to complete construction of the Improvements.

#### **O. REMEDIES FOR OTHER BREACHES**

1. It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

2. If the Developer shall fail or refuse to commence construction as hereinbefore described or, after commencing construction, to construct the Improvements as required hereby or by the Permits, the Town shall in writing notify the Developer of such failure or violation. The Developer shall thereupon have one hundred eighty (180) days from the receipt by it of such written notice to commence to cure such failure or violation, and shall thereafter diligently pursue such cure. The Town may enforce the provisions of this section by an action in a court of appropriate jurisdiction to exercise fully its rights against the infrastructure bond or security instrument referenced herein unless the Developer can reasonably demonstrate to the Town that such failure or violation is due to the unavailability of financing to complete the Project upon terms and conditions then prevailing in the Greater Boston area or to such other economic circumstances that would make the completion of the Project impracticable or economically infeasible.

#### **P. MODIFICATIONS**

In the event that any permit granting authority having jurisdiction over the Project imposes any condition or requirement that is inconsistent with any provision herein, the Town shall grant an amendment hereto, upon the request of the Developer, in form and substance reasonably acceptable to the Town for the purpose of bringing the

requirement of this Agreement into conformity with the conditions required by the permit granting authority. Any such amendment by the Town shall be made in an expeditious manner consistent with the amendment provisions of Section T (5).

This agreement shall not be modified without written approval of the Board of Selectmen. If necessary to respond to unanticipated field conditions, or other changed circumstances, the Board of Selectmen may approve modifications of this Agreement as necessary to allow the Project to be completed in a reasonable manner, provided the Board determines that the interests of the Town as set forth in this Agreement are adequately protected.

#### **Q. AMENDMENTS**

No amendment hereto shall be effective until recorded in the Middlesex South District Registry of Deeds.

#### **R. ACCESS TO TOWN-OWNED LAND**

The Developer shall provide the Town with an easement permitting the Town access to Town-owned land shown as Lot 2 and Lot 3 on Plan Recorded at Middlesex South Registry of Deeds BK 30552 page 601 for the purposes of maintenance and emergency access satisfactory to the Police and Fire Departments, Conservation Commission, the Planning Board and the Zoning Board of Appeal.

#### **S. MARKETING PLAN**

The Developer shall adopt a marketing plan, acceptable to the Board of Selectmen (said approval not to be unreasonably withheld or delayed) that gives sales preference to current Winchester Residents, for a minimum of three (3) months prior to commencement of regional marketing, subject to all applicable laws and regulations.

#### **T. MISCELLANEOUS PROVISIONS**

**1. Invalidity.** The Town and the Developer agree that if the Town's adoption of the proposed Zoning Amendment is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction and, as a consequence thereof, the Developer is not able to develop the Property in the manner contemplated by this Agreement, then the provisions of this Agreement and each of the agreements and documents referenced herein shall be null and void.

**2. Transfer.** The initial ownership of the Project shall be vested in a single purpose limited liability company (the "LLC"), the managers of which shall be Ronald S. Bonvie, W. Albert Ellis and Eric A. Katz. Management of the Project shall not be

leased, alienated or transferred without the express written permission of the Board of Selectmen, such permission not to be unreasonably withheld or delayed.

**3. Compliance.** During the Comprehensive Plan Approval process, the Developer shall submit all necessary evidence, to the satisfaction of the Planning Board, to show compliance with the terms of this Agreement.

**4. Intent to Bind Successors and Assigns.** The foregoing obligations shall run with the Property and shall be binding upon and inure to the benefit and burden of the Developer, its successors and assigns, and to the extent legally permissible, the Town. This agreement shall be recorded with the Registry of Deeds together with the deed to the Property upon approval by the Attorney General of the Zoning Amendments.

**5. Effect; Amendment.** This Agreement shall not take effect until voted and executed by the Board of Selectmen of the Town of Winchester. Upon such vote, this Agreement shall not be amended in any material respect except by a further majority vote of the Board of Selectmen.

**6. Required Notice.** Unless otherwise specified in this Agreement, any notice to be given under this Agreement shall be in writing and signed by the party (or the party's attorney) and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two business days after the date mailed, if mailed by registered or certified mail, all charges prepaid, in either event addressed as follows:

In the case of the **Town** to:

Richard C. Howard, Town Manager  
Winchester Town Hall  
71 Mount Vernon Street  
Winchester, MA 01890

In the case of **the Developer**, to:

BEK Winchester Winning Farm LLC  
Ronald S. Bonvie  
82 Meadowbrook Road  
Mashpee, MA 02649

With a copy to:

Mark Vaughan, Esq.  
Riemer & Braunstein LLP  
700 District Avenue  
11th Floor  
Burlington, Massachusetts 01803

By such notice, either party (or such party's attorney) may specify a new address, which thereafter shall be used for subsequent notices.

**7. Effective Date of Agreement.** This Agreement shall be effective as of the date it shall be executed by both the Developer and the Town.

**8. Dispute Resolution.** Prior to the initiation of any court proceeding involving the terms of this Agreement or either party's performance thereunder, the Town and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than ninety (90) days.

**9. Applicable Law; Construction.**

a. This Agreement has been executed within the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

b. This Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

Executed under seal as of the date first above written.

**TOWN OF WINCHESTER**

By: \_\_\_\_\_  
Selectman Chairman

By: \_\_\_\_\_  
Selectman Vice Chairman

By: \_\_\_\_\_  
Selectman

By: \_\_\_\_\_  
Selectman

By: \_\_\_\_\_  
Selectman

**BEK WINCHESTER WINNING FARM LLC**

By: \_\_\_\_\_  
Its duly authorized \_\_\_\_\_  
Ronald S. Bonvie, Manager

**SCHEDULE OF EXHIBITS**

**Exhibit A: Property Description**

**Exhibit B: Zoning Amendment Adding the property to the ARCDOD**

**Exhibit C: Sewer Study/ Other Improvements**



# Town of Winchester

Town Manager's Office  
71 Mt. Vernon Street  
Winchester, MA 01890  
Phone: 781-721-7133  
Fax: 781-756-0505  
townmanager@winchester.us

Board of Selectmen Meeting  
Wednesday, June 22, 2016

## CONSENT AGENDA

- Docket Item H-1: Approve / Correct Meeting Minutes for:  
April 11, May 16, May 23, June 6, June 14, and  
June 17, 2016
- H - 2: Archie McIntyre for the Wright Locke Farm Conservancy –  
June 25, 2016 – 1827 Barn; Gail Freeman for Studio on the  
Common – June 30, 2016 – Studio on the Common;
- H - 3: Budget Transfer Request from the Police Department

## Supporting Documents:

- H - 1: Copies of Meeting Minutes
- H - 2: One Day License Applications
- H - 3: Memo from Chief Albertelli with attachment

Action Required: VOTE to approve Consent Agenda (Licenses in **RED BOOK**)

**TOWN OF WINCHESTER  
BOARD OF SELECTMEN MEETING  
Friday, June 17, 2016  
Record**

Town Manager Richard C. Howard called the meeting to order at 8:30 AM in the Board of Selectmen Meeting Room located in Town Hall. Present were Selectman Stephen L. Powers, Selectman Michael Bettencourt and Selectman David P. Errico. Chairman Lance R. Grenzeback and Vice Chairman E. James Whitehead were absent.

**CONSENT AGENDA**

**One Day Alcoholic Beverage License**

**Simply Serving II - Saturday, June 18, 2016 - Temple Shir Tikvah  
Bar Mitzvah**

\*Motion: That the Board of Selectmen approve a One Day Alcoholic Beverage License for Simply Serving II on Saturday, June 18, 2016 at Temple Shir Tikvah for a Bar Mitzvah.

Powers - Bettencourt

All in favor.

VOTED.

Since there was no other business for the Board's consideration, the meeting was adjourned.

Respectfully submitted,

Richard C. Howard, Town Manager

**TOWN OF WINCHESTER  
BOARD OF SELECTMEN MEETING  
Tuesday, June 14, 2016  
Record**

Vice Chairman E. James Whitehead called the meeting to order at 10:00 AM in the Board of Selectmen Meeting Room located in Town Hall. Present were Selectman Michael Bettencourt and Selectman David P. Errico. Chairman Lance R. Grenzeback and Selectman Stephen L. Powers were absent.

**CONSENT AGENDA**

**One Day Alcoholic Beverage License  
Griffin Museum – June 16, 2016 – Griffin Museum**

\*Motion: That the Board of Selectmen approve a One Day Alcoholic Beverage License for the Griffin Museum on Thursday, June 16, 2016 in the Griffin Museum.

Bettencourt – Errico

All in favor

VOTED.

**Adjournment**

Because there was no other business for the Board's consideration, Vice Chairman Whitehead declared the meeting to be adjourned.

Respectfully submitted,

Patricia C. Mawn,  
Secretary Pro tem

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**TOWN OF WINCHESTER**  
**BOARD OF SELECTMEN MEETING**  
**Monday, June 6, 2016**  
Record

Chairman Lance R. Grenzeback called the meeting to order at 6:00 PM in the Guidance Department Conference Room at Winchester High School. Present were Vice Chairman E. James Whitehead, Selectman Stephen L. Powers and Selectman Michael Bettencourt. Selectman David P. Errico was absent. Also present were Town Manager Richard C. Howard, Assistant Town Manager Mark J. Twogood and Town Counsel Wade M. Welch.

**OPENING**

\*Motion: That the Board of Selectmen adjourn to Executive Session for the purpose of discussing matters related to Contract Negotiations – Winning Farm Development Agreement – Chapter 30A §21(a)6.  
Whitehead – Powers  
By Roll Call Vote: Bettencourt, Powers, Whitehead, Grenzeback VOTED.

\*Motion: That the Board of Selectmen adjourn from Executive Session to Public Session, not to return to Executive Session.  
Whitehead – Bettencourt  
By Roll Call Vote: Bettencourt, Powers, Whitehead, Grenzeback VOTED.

**Notification of Meetings and Hearings**

] Wednesday, June 22, 2016 – Board of Selectmen – Regular Session

**Selectmen's Comments and Non-Docket Business**

Selectman Powers informed his colleagues that he has been receiving telephone calls from residents expressing concern about the condition of the property on Washington Street (CVS) that is currently in litigation in Land Court.

Selectman Bettencourt questioned whether this litigation is an opportunity to effect a zoning change for any property in litigation. He pointed out that this property is an attractive nuisance and some of the graffiti is obscene.

Town Manager suggested that when someone is seeking a building permit, the appropriate board could condition approval by making it a requirement that the property owner be responsible for maintaining the property at a certain level. If this is not done, then the permit would be in jeopardy. He noted that there is only so much that the Town can do under the building and sanitary codes.

Selectman Bettencourt referenced information received about the once proposed solicitation bylaw, noting that he has been contacted by some residents about this. Town Counsel explained that these types of bylaws don't have "teeth" because of the First Amendment, however the Town could require solicitors to register. He suggested a "sunrise to sunset" clause would be appropriate.

**COMPTROLLER REPORT**

Comptroller Ward informed the Board that she is recommending that the Board approve Marisa Batista as the Assistant Comptroller based upon her academic record and professional experience.

\*Motion: That the Board of Selectmen approve the Comptroller's offering the

**Monday, June 6, 2016  
Board of Selectmen Meeting**

1 the position of Assistant Comptroller to Marisa Batista at  
2 Grade F Step 11.  
3 Whitehead – Bettencourt All in favor. VOTED.  
4

5 **LICENSE**

6  
7 **Secondhand Articles Dealer and Keeper of a Shop – License Renewal**  
8 **Hidden Treasures, 38 Church Street**  
9 **License to Expire: May 1, 2017**

10  
11 \*Motion: That the Board of Selectmen approve the reissuance of the  
12 Secondhand Articles Dealer and Keeper of a Shop License for  
13 Hidden Treasures, 38 Church Street, for a term to expire  
14 May 1, 2017.  
15 Whitehead – Powers All in favor. VOTED.  
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17 **BUSINESS**

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19 **Reappointment: Wildwood Cemetery Advisory Committee – Andrew Kelley - Incumbent;**  
20 **Term to Expire: May 1, 2019**

21  
22 \*Motion: That the Board of Selectmen reappoint Andrew Kelley to the Wildwood  
23 Cemetery Advisory Committee for a term to expire May 1, 2019.  
24 Whitehead – Powers All in favor. VOTED.  
25

26 **Winning Farm**

27  
28 It was the consensus of the Board to hold voting on the Development Agreement until after the Town  
29 Meeting presentation.  
30

31 **CONSENT AGENDA / SUPPLEMENTAL CONSENT AGENDA**

32 **One Day Alcoholic Beverage License Request (s)**

33  
34 **Shawn Macannuco for WMCN – June 8, 2016 – Unitarian Church – Symmes Room;**  
35 **Archie McIntyre for Wright Locke Farm Conservancy – June 16, 17, 23, 24, 30 and**  
36 **July 7, 2016 – 1827 Barn;**

37 **Paula Tognarelli for Griffin Museum – June 14, 2016 – Griffin Museum;**  
38 **Laura Lewis for Essex Catering – June 12 and 25, 2016 – Wright Locke Farm Barn;**

39 **Diana Kenosian for Boston's Best Bartending – June 9, 2016 – Sanborn House;**  
40 **Diana Kenosian for Boston's Best Bartending – June 9, 2016 – Next Door Theater;**

41 **Acceptance of Donation to Recreation Department**

42 **EnKa Society, Inc. in the amount of \$9,000 to Recreation Department's**  
43 **Summer Campership Program**

44  
45 \*Motion: That the Board of Selectmen approve the Consent Agenda and the  
46 Supplemental Consent Agenda for Monday, June 6, 2016 that includes  
47 One Day Alcoholic Beverage Licenses for Unitarian Church on June 8<sup>th</sup>,  
48 the Wright Locke Farm Conservancy on June 16, 17, 23, 24, 30 and July 7<sup>th</sup>  
49 in the 1827 Barn; the Griffin Museum on June 14<sup>th</sup>; Essex Catering on  
50 June 12<sup>th</sup> and 25<sup>th</sup> in the Wright Locke Farm Barn; June 9<sup>th</sup> at the  
51 Sanborn House and June 9<sup>th</sup> at Next Door Theater  
52 Whitehead – Powers All in favor. VOTED.  
53

Monday, June 6, 2016  
Board of Selectmen Meeting

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\*Motion: That the Board of Selectmen accept a donation to the Recreation Department from the EnKa Society, Inc. in the amount of \$9,000 to the Summer Campership Program.

Whitehead – Powers All in favor.

VOTED.

Recess to Town Meeting

\*Motion: That the Board of Selectmen recess to the floor of Town Meeting and then adjourn unless otherwise required to remain in session.

Whitehead – Bettencourt

By Roll Call Vote: Bettencourt, Powers, Whitehead, Grenzeback

VOTED.

Respectfully submitted,

Richard C. Howard, Town Manager

*draft*

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**TOWN OF WINCHESTER  
BOARD OF SELECTMEN MEETING  
Monday, May 23, 2016  
Record**

Chairman Lance R. Grenzeback called the meeting to order at 5:30 PM in the Board of Selectmen Meeting Room located in Town Hall. Present were Vice Chairman E. James Whitehead, Selectman Stephen L. Powers; Selectman Michael Bettencourt and Selectman David P. Errico. Also present were Town Manager Richard C. Howard and Town Counsel Wade M. Welch.

**OPENING**

**Executive Session**

\*Motion: That the Board of Selectmen adjourn to Executive Session for the purpose of discussing matters related to Contract Negotiations: Winning Farm – Ch. 30A §21(a)6; Litigation: Winchester Wine & Spirits – Chapter 30A §21(a)3 [because an open meeting may have a detrimental effect on the litigating position of the Board of Selectmen as declared by the Chairman.]; Contract Negotiations: Comptroller's Employment Agreement – Ch. 30A- §21(a)2.  
Whitehead – Bettencourt  
By Roll Vote: Errico, Bettencourt, Whitehead, Grenzeback VOTED.

**Adjournment: 7:40 PM**

\*Motion: That the Board of Selectmen adjourn from Executive Session to Public Session, not to return to Executive Session.  
Whitehead – Powers  
By Roll Call Vote: Errico, Bettencourt, Powers, Whitehead, Grenzeback VOTED.

**Notification of Meetings and Hearings**

- ] Thursday, May 26, 2016 – Winning Farm Informational Session – Vinson-Owen Elementary School Library – 6:30 PM
- ] Monday, June 6, 2016 – Board of Selectmen Meeting – Prior to Town Meeting
- ] Monday, June 6, 2016 – Special Town Meeting – Winchester High School Auditorium

**Chairman's Comments**

Chairman Grenzeback noted that the annual EnKa Fair was quite successful and all monies earned will flow back to the Town.

**Selectmen's Comments and Non-Docket Business**

Selectman Powers commended the Town Staff for the manner in which they handled the parking conditions related to the EnKa Fair, noting that it looks like this will be the footprint for the future because of the way that the High School is being built out. Town Manager noted that there was some traffic disruption on Friday and Police and DPW Staff will compare notes for next year.

In response to Selectman Powers' question related to when the Myrtle Street hearing will be held, Chairman Grenzeback indicated that he will reach out to the Engineering Department for a convenient hearing date.

**Monday, May 23, 2016**  
**Board of Selectmen Meeting**

1 Vice Chairman Whitehead informed the audience that the new MBTA train schedule went into effect  
2 today. The new schedule makes Wedgemere Train Station a "flag" stop rather than a scheduled stop  
3 and commuters now have to be visible on the platform in order for the train to stop.  
4

5 Chairman Grenzeback made note of the Memorial Day Parade and civic exercises which will be held on  
6 Monday, May 30th.  
7

8 **TOWN MANAGER REPORT AND COMMENTS**  
9

10 Town Manager provided a brief commentary on the memo from Town Planner Brian Szekely on the  
11 status of the Shore Road Beautification RFP. Town Manager explained that the Town will get some  
12 money from the State, Town Meeting previously voted some funds, and the Planning Board came up  
13 with some consulting money as well.  
14

15 The Planning Department received five responses from firms interested in the Streetscape RFP for  
16 along Shore Road through the Town Center and terminating at the MBTA Commuter Rail Stop. The  
17 responses have been reviewed by the Planning Board and members of the Board of Selectmen, along  
18 with the Town Planner, scoring those responses independently. The three firms selected to perform the  
19 conceptual streetscape plans for Shore Road are KMDG, GPI and CBA Landscape Architects. All funds  
20 are to be expended prior to the end of FY2016.  
21

22 **COMPTROLLER REPORT**  
23

24 Comptroller Ward provided the April, 2016 Monthly Financial Report and a memorandum that  
25 highlighted important notes. \$4million will be moved from the General Fund to the High School  
26 project. This transfer is not included in this report, or in reports in the future months. All local receipts  
27 are on target and changes have been made to the Wildwood Cemetery perpetual care split, now at 60% -  
28 40%.  
29

30 The Comptroller reported that there are a few Reserve Fund transfer requests, but overall, everything  
31 looks good. She has also reviewed the Water / Sewer Enterprise Fund and the Recreation Department  
32 Enterprise Fund and both look to be in order and on target. She indicated that she has requested a full-  
33 blown Worker's Compensation quote from MIIA for a complete insurance program however the Town  
34 would still have to be responsible for all police and fire injury claims along with the old claims, making  
35 a total of over \$500,000. She informed the Board that she did receive a quote from Cook and Company  
36 but the lowest deductible plan they sponsor is approximately \$25,000, necessitating an appropriation of  
37 over \$500,000 for everything. Lastly, Comptroller Ward recommended that any remaining funds be  
38 allocated to the Reserve Fund for Worker's Compensation.  
39

40 Comptroller Ward reported that she has budgeted for Medicare reimbursements.  
41

42 **HEARING**  
43

44 **NStar d/b/a Eversource Energy – Grant of Location Request:**  
45 **Park Street – at and southeasterly from pole 116/2 45 feet east of Elmwood Avenue,**  
46 **a distance of about 8 feet – conduit**  
47

48 Chairman Grenzeback opened the hearing at 8:06 PM. Jacqueline Duffy from Eversource Energy's  
49 construction department informed the Board that the project is doable and is recommended by Town  
50 Staff. Seeing no one in the audience wishing to make comment, Chairman Grenzeback closed the  
51 hearing at 8:06 PM. Ms. Duffy reported that this work will begin as soon as it is released to Eversource  
52 Construction.  
53



**Monday, May 23, 2016**  
**Board of Selectmen Meeting**

1 Patrick Roche explained the MAPC role in implementing this program. Three bids were received and  
2 the result was that Good Energy, who teamed with Sustainable Energy, has been deemed the most  
3 qualified. A 30B style procurement is being written.  
4

5 Phillip Carr gave a brief overview of aggregation, explaining that volatility costs money because of the  
6 way that the State buys power, which is on two specific days of the year regardless of the market  
7 conditions. He explained that the program has been active since 1997 and the consumer is allowed to  
8 go out into the market to purchase strategically. Contracts run from twelve months to three years.  
9

10 Mr. O'Rourke indicated that the first part of the process is the approval by Town Meeting, which has  
11 been done. Good Energy then helps develop a plan specifically for Winchester and the plan goes  
12 through a public review process. Once the plan is approved by the Board of Selectmen, it goes to the  
13 Department of Energy Resources for review and recommendations. Once this is completed, the plan is  
14 next submitted to the Department of Public Utilities. A public awareness and information campaign is  
15 important.  
16

17 Mr. Carr indicated that the goal is to have power for January, 2017; bidding would occur in November,  
18 2016. Bids could be combined with several other communities, or could be pertinent to Winchester only.  
19

20 Chairman Grenzeback explained that what is being done is setting in place a process that allows Good  
21 Energy to purchase power. Eversource would deliver the power but not supply it. He questioned what  
22 the annual savings would be. Mr. Carr suggested that the savings would be between \$40 and \$120  
23 annually based upon average usage. Procurement will only be made if the market is favorable.  
24 Eversource would still do the billing but the supplier line on that bill would be different. The key  
25 differentiation is that a level playing field is being provided for residences. Residents are able to call at  
26 any time with any issue.  
27

28 Speaking to the possible downside, Mr. Carr indicated that a possible downside would be no savings  
29 through a contract that is not beneficial. Currently, the potential savings in Massachusetts for 2016 is  
30 approximately \$15million. He indicated that any opt-out period will cause panic calls to Town Hall.  
31

32 As far as moving out of the contract is concerned, Mr. Carr indicated that a resident can leave a  
33 contract at any time without penalty; utility rates change every six months so savings would have to be  
34 benchmarked. Whatever happens, there would be no price hike during the winter months. The  
35 frequency of consumers opting out is between 7% and 8%.  
36

37 Town Manager informed the Board that no decision has been made about the plan in which to enroll,  
38 but the Town will likely be joining with other communities for buying power. Susan McPhee, the  
39 Town's Energy Consultant reported that Melrose is the first community out on its own for twelve  
40 months. She pointed out that those in the "for profit" market target seniors and this would be a good  
41 program for seniors. She informed the Board that the group would appreciate the Board's support for  
42 joining with the MAPC group. She explained that the bid for the program would be put together and  
43 once approved by the Board of Selectmen, would go to DOER and DPU. If a part of the MAPC buying  
44 pool the Town would have a common schedule.  
45

46 Town Manager noted that this has been vetted and the MAPC representatives have been out to  
47 Winchester as well. He indicated that staff recommends going forward.  
48

49 \*Motion: That the board of Selectmen join with the MAPC Electrical  
50 Aggregation Program process and authorize the Town's Energy  
51 Consultant, Susan McPhee and the Energy Management Committee  
52 to proceed.  
53

Whitehead – Bettencourt

All in favor.

VOTED.

**Monday, May 23, 2016**  
**Board of Selectmen Meeting**

1  
2 **Winning Farm**  
3

4 Chairman Grenzeback noted that the Board has instructed the Town Manager and Town Counsel to  
5 prepare detailed language for Special Town Meeting along with a Development and Operating  
6 Agreement. Mr. Bonvie would purchase the property from Salter Healthcare LLC and build twenty-  
7 nine (29) units of housing on the property, two of which will be affordable. The Town will receive  
8 \$1million in linkage payments, a commitment to make improvements to the Thornberry Road sewer  
9 pump station; and a commitment to improve the sewer line on Johnson Road down to Wildwood Street.  
10 The roadway started by the Salter group will be completed. The Town will receive a water / sewer  
11 connection fee for each of the units and the Bonvie Team has agreed to construct the conservation  
12 shelter and trails that were agreed to by Mr. Salter. Town Manager's Office Staff will try to get all  
13 materials out to Town Meeting Members by Friday.  
14

15 The Board was informed that Mr. Bonvie has a meeting scheduled with the neighbors on Thursday,  
16 May 26<sup>th</sup> at the Vinson-Owen Elementary School Library. The proposed development would have little  
17 or no impact on the Town's schools and the developer will be responsible for the road construction and  
18 maintenance throughout the development area.  
19

20 Town Manager commended the Board on a good round of negotiations. Staff will work to get all  
21 paperwork in order so that the Town Meeting presentation is comprehensive.  
22

23 Chairman Grenzeback pointed out that the legal process governing the transaction has been extensively  
24 explored over the last several months. The answer provided by the Inspector General was that the  
25 property was sold once, so it cannot be resold. He explained that the Town does not have the ability to  
26 resell the property because this provision was not included in the deed. In order for this sale to go  
27 through both the Board of Selectmen and Town Meeting must approve. The proposal will allow cluster  
28 development but a two-thirds vote of approval from Town Meeting is required. Town Meeting approvals  
29 include changes to the contract, Operating Agreement and zoning changes.  
30

31 \*Motion: That the Board of Selectmen authorize the Town Manager and Town  
32 Counsel to proceed to develop an Operating and Development Agreement  
33 for presentation to Town Meeting on June 6, 2016.

34 Whitehead – Bettencourt All in favor. VOTED.  
35

36 Selectman Powers noted that the Board is unanimous in this and Mr. Bonvie is the right developer.  
37

38 **Town Hall Summer Hours**  
39

40 Town Manager informed the Board that the Administrative Assistants' contract for the summer hours  
41 at Town Hall is ending June 30, 2016. He is proposing that the Board authorize him to negotiate these  
42 same hours once again.  
43

44 \*Motion: That the Board of Selectmen authorize the Town Manager to implement  
45 the Town Hall Summer Hours schedule as defined.

46 Whitehead – Powers All in favor. VOTED.  
47

48 **Noise Bylaw**  
49

50 Town Manager noted that the packet contains a draft product of what was going to be proposed at the  
51 Spring Town Meeting. He recalled that there was some push-back from the Board of Health, the  
52 recommended agency that would oversee the entity. The Board of Health has to be comfortable with  
53 their staff assuming this responsibility. The consultant reviewed the train noise and assisted with the

**Monday, May 23, 2016  
Board of Selectmen Meeting**

1 drafting of the proposed bylaw. He pointed out that the product was well-thought out, but more  
2 conversation with the Board of Health is likely necessary in order to get this on the Fall 2016 Town  
3 Meeting Warrant. He suggested that the Board meet with the Board of Health and the Health Director.  
4

5 **Suspension of the Board of Selectmen Rules and Regulations**

6  
7 \*Motion: That the Board of Selectmen suspend their Rules and Regulations in  
8 order to discuss the Comptroller's Contract, an item not a part of the  
9 Business Agenda.

10 Whitehead – Powers All in favor. VOTED.

11  
12 \*Motion: That the Board of Selectmen approve the employment contract with  
13 Comptroller Stacie A. Ward for the period from May 28, 2016 through  
14 March 31, 2019.

15 Whitehead – Powers All in favor. VOTED.

16  
17 \*Motion: That the Board of Selectmen reinstate their Rules and Regulations.  
18 Whitehead – Powers All in favor. VOTED.

19  
20 **CONSENT AGENDA**

21  
22 **One Day Alcoholic Beverage License:**

23 **Diane Boettcher for Temple Shir Tikvah – June 5, 2016**

24 **Other**

25 **Approval of Arbor Day Proclamation – June 4, 2016;**

26 **Approval of Memorial Day Parade and Civic Exercises – Monday,**  
27 **May 30, 2016;**

28 **Approval of the Winchester Unitarian Universalist Church to use Town Property for**  
29 **a remembrance service Sunday, May 29, 2016 at 11:45 AM – World War I**  
30 **Veterans War Memorial – Main Street / Mystic Valley Parkway**

31 **Recognition of Donations**

32 **Donation to the Winchester Coalition for a Safer Community from the**  
33 **John and Mary Murphy Fund (\$10,000);**

34 **Donation to the Recreation Department Summer 2016 Concerts on the Common**  
35 **from the Winchester Cooperative Bank (\$750)**

36  
37 \*Motion: That the Board of Selectmen approve items H-1, H-2, H-3 and H-5 in  
38 the Consent Agenda for Monday, May 23, 2016: One Day Alcoholic Beverage  
39 License for Diane Boettcher at Temple Shir Tikvah – June 5<sup>th</sup>; the Arbor Day  
40 proclamation; the Memorial Day Parade and Civic Exercises and the  
41 remembrance service at the World War I Veterans War Memorial on  
42 May 29<sup>th</sup>.

43 Whitehead – Powers All in favor. VOTED.

44  
45 \*Motion: That the Board of Selectmen accept, with gratitude, the donation from  
46 the John and Mary Murphy Fund to the Winchester Coalition for a Safer  
47 Community and from the Winchester Cooperative Bank to the Recreation  
48 Department Summer Concert Series.

49 Whitehead – Powers All in favor. VOTED.

50  
51 **Non-Docket Business**

**Monday, May 23, 2016**  
**Board of Selectmen Meeting**

1 Town Manager informed the Board that a meeting on or about June 20<sup>th</sup> is important from the Town  
2 Treasurer's point of view so that the Board can authorize bonds.  
3

4 **COMMUNICATIONS AND WORKING GROUP REPORTS**

- 5  
6 1. Verizon Fios TV – LFA Notification emails re: pricing change and programming change  
7 2. Town Manager congratulatory letters to McCall Middle School student MWRA writing  
8 and poster contest winner  
9 3. Environmental Strategies & Management re: 134 Cross Street Status Report  
10

11 **Adjournment: 9:30 PM**

12 \*Motion: That the Board of Selectmen adjourn for the evening.  
13 Whitehead – Bettencourt

14 By Roll Call: Errico, Bettencourt, Powers, Whitehead, Grenzeback

VOTED.

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17 Respectfully submitted,

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20 Richard C. Howard,  
21 Town Manager  
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**TOWN OF WINCHESTER**  
**BOARD OF SELECTMEN MEETING**  
**Monday, May 16, 2016**  
**Record**

Chairman Lance R. Grenzeback called the meeting to order at 7:30 PM in the Board of Selectmen Meeting Room located in Town Hall. Present were Vice Chairman E. James Whitehead, Selectman Stephen L. Powers, Selectman Michael Bettencourt and Selectman David P. Errico. Also present was Town Manager Richard C. Howard.

**Notification of Meetings and Hearings**

- Wednesday, May 18, 2016 – Board of Selectmen – Regular Session
- Monday, May 23, 2016 – Board of Selectmen – Regular Session
- Monday, June 6, 2016 – Board of Selectmen – Prior to Special Town Meeting
- Monday, June 6, 2016 – Special Town Meeting

**Selectmen's Comments and Non-Docket Business**

Selectman Powers requested that the Mt. Vernon Street Bridge be appropriately marked to notify motorists that there will be no access on Mt. Vernon Street from Thursday evening through Saturday night due to the EnKa Fair footprint.

Chairman Grenzeback suggested that residents attending meetings being held in Town Hall in the next few days park in the lot at the rear of Town Hall, or walk. He also noted that the Citizen of the Year function will be held tomorrow evening at 6:30 PM at the Montvale Plaza in Stoneham. The honoree this year is former Selectman Jim Johnson.

**TOWN MANAGER REPORTS AND COMMENTS**

**Appointment – Chief of Police**

Present: Retiring Chief of Police Ken Albertelli and Police Chief-Elect, Peter MacDonnell

Town Manager informed the Board that over the last several months, an assessment center has been in place to rank the candidates for the successor Chief of Police position because Chief Albertelli is retiring at the end of the Fiscal Year. Over a month ago, a plan was put into action to assess candidates. Town Manager indicated that he worked hand-in-hand with Chief Albertelli in putting together the process. Lieutenant Peter MacDonnell scored the highest of the participants. Town Manager informed the Board that he is recommending and appointing Peter MacDonnell as the next Chief of the Winchester Police Department effective July 1, 2016.

Chief-Elect MacDonnell informed the Board that he feels this appointment is quite an honor and he is looking forward to being the next Chief of Police as the Winchester community is near and dear to his heart. He noted that he is not the first member of his family to serve the Town; his father served as a Park Commissioner and his grandfather served as the Town Treasurer / Collector.

Chief Albertelli informed the Board that the Chief-Elect has acted as second in command for many years, is very connected to the community and holds a Master's Degree, along with being FBI trained.

Chairman Grenzeback noted that the Town is extremely lucky to have such a well-trained police force with members so connected to the department and the community.

**Monday, May 16, 2016  
Board of Selectmen Meeting**

1 Board members noted that all of the candidates are very connected to the community and it is a great  
2 thing that the tradition of an in-house successor is being maintained.

3  
4 **LICENSE**

5  
6 **Secondhand Articles License:**  
7 **Revolve, 24 Thompson Street**  
8 **License to Expire: May 1, 2017**  
9

10 \*Motion: That the Board of Selectmen approve the renewal of the Secondhand  
11 Articles License for Revolve, 24 Thompson Street, for a term to expire  
12 May 1, 2017.

13 Whitehead – Powers

All in favor.

VOTED.

14  
15 **BUSINESS**

16  
17 **WHS Project Energy Budget**  
18

19 Town Manager recalled that the Town Meeting Warrant contained an article related to energy usage at  
20 Winchester High School. Staff has been following usage since December/January when a new meter  
21 was installed and a jump in kilowatt hour usage was observed. This has been reviewed by the energy  
22 team and they feel that they have a handle on the problem and a reason for the huge increase, which  
23 was determined to be due to the increase in the number of modular units on site. There will be an  
24 additional increase in usage beginning in September because even more modular classrooms will be  
25 added. The Board was informed that the modular classrooms use a huge amount of electricity and this,  
26 coupled with the electricity used by the contractor results in an increase in the usage of kilowatt hours.

27  
28 Town Manager indicated that measures will be taken to reduce the kilowatt hours used. The hope is  
29 that this increase will be a blip on the radar and going forward into FY2017 the budget will be  
30 increased. Town Manager explained that even with the energy efficiency built in to the new building,  
31 there could be increases in electrical and heating costs due to rising costs and new contracts. He  
32 indicated that he has signed a new contract for electrical costs which should help on a Town-wide basis.

33  
34 Selectman Bettencourt suggested that EFPBC Chairman Bob Deering be invited to meet with the  
35 Board to update on the project. Town Manager recalled that Mr. Deering met with the Board last  
36 month and at that time, indicated that he would be back sometime in June for an additional update.  
37 Vice Chairman Whitehead questioned whether the energy costs for the modular classrooms is being  
38 absorbed by the project.

39  
40 Town Manager recalled that at the beginning of the project, the decision was made not to “split meter”  
41 the project and all electricity usage is coming through the original meter source. Staff is trying to  
42 measure usage against the three previous years and the kWh by the project is contributing to the  
43 overall costs. Staff continues to budget for the cost of electricity but as there are overages, management  
44 continues to make a comparison. He indicated that approximately \$200,000 of the project budget could  
45 be applied to the actual electricity usage.

46  
47 Town Manager informed the Board that the EFPBC has indicated that the contingency looks to be  
48 healthy, however unanticipated conditions can arise, and staff is working with the EFPBC to make sure  
49 that there is no additional borrowing needed. Town Manager explained that if costs run over the  
50 \$200,000 identified, further discussion will be had with the EFPBC about the use of contingency funds.

51  
52 Chairman Grenzeback indicated that he does not want this to be an opportunity to off-load project costs  
53 onto the Town’s operating budget. He questioned whether or not some of the electrical costs could be

**Monday, May 16, 2016**  
**Board of Selectmen Meeting**

1 borne by the contractor. Town Manager explained that energy costs are usually a pass-through and  
2 come back to the owner in one way or another. He noted that the Town can however hold them to the  
3 most economical levels of construction management. He also indicated that the EFPBC could review  
4 the amount of electricity that the modular classrooms are drawing, as well as whether an error was  
5 made. Chairman Grenzeback noted that the systems are fairly technical and asked whether the  
6 EFPBC had made any allowance in the budget for commissioning these systems.

7  
8 Selectman Bettencourt pointed out that energy efficiency will cost in the long run, and as the next  
9 project phase begins money will get tighter. Town Manager pointed out that this is a LEED Silver  
10 Project and the design will benefit the Town once the building is turned back to the Town. He noted  
11 that there will be a balance between the conservation measures undertaken and the amount that the  
12 facility is used.

13  
14 **Moderator's Lead Neck Committee Appointment**

15  
16 Town Manager informed the Board that the Board of Health has appointed their member to this  
17 committee and the intention is to schedule a meeting in the next week. Town Manager noted that he  
18 has moved forward with staff and an initial plan has been developed for approval by the committee.  
19 The Board was informed that the remaining lines in the community were tested and based upon the  
20 information received, replacement is beginning. Town Manager noted that the first portion of the  
21 MWRA money was used for this and over the next three to five years the remaining 700 lines will be  
22 replaced. A subsequent report will be made to the Board in June. In response to the question about  
23 which homes have lead connections, Town Manager noted that the Town does know what is in the  
24 public way but it is still yet to be determined as to the number of lead connections on private property.

25  
26 The Board's liaison to this committee is Vice Chairman Jim Whitehead.

27  
28 **Capital Planning Committee – reappointment of Board of Selectmen representative – James**  
29 **A. Johnson, III – term to expire: January 1, 2019**

30  
31 \*Motion: That the Board of Selectmen reappoint James A. Johnson, III as the  
32 Board's representative to the Capital Planning Committee for a term to  
33 expire January 1, 2019.

34 Powers – Whitehead

All in favor.

VOTED.

35  
36 **2016 Board of Selectmen Committee Assignments**

37		
38	Committee on Names	Powers; Errico
39	Field Management Committee	Errico; Bettencourt
40	Housing Partnership Board	Bettencourt
41	Open Space and Recreation Committee	Errico; Bettencourt
42	Retiree Health Ins. Advisory Cmte.	Powers
43	Aberjona Initiative	Whitehead
44	Flooding / Drainage	Whitehead
45	Cable Advisory Committee	Powers
46	Chamber of Commerce	Bettencourt; Errico
47	Conservation Commission	Whitehead
48	Council on Aging	Bettencourt; Whitehead
49	Disability Access Commission	Whitehead
50	Energy Management Committee	Bettencourt
51	Planning Board	Grenzeback
52	Senior Citizen Tax Committee	Powers
53	Wildwood Cemetery Advisory Cmte.	Errico

**Monday, May 16, 2016**  
**Board of Selectmen Meeting**

1	Winchester Hospital Liaison	Whitehead
2	Street Tree Committee	Whitehead
3	MBTA	Grenzeback
4	Town Center Parking	Grenzeback
5	WHS Project Working Group	Powers; Jennifer Wilson

6  
7 Selectman Powers referenced the suggestion to have High School students park at Borggaard Beach  
8 and was informed by Town Manager that this is the plan and it has been rolled out to students who now  
9 know that parking will be at the Beach or Wildwood Cemetery. DPW Director Jay Gill, School Resource  
10 Officer Sgt. Dan Perenick and the WHS administration are working on this issue.

11  
12 Chairman Grenzeback suggested that the School Committee be encouraged to develop a policy  
13 regarding student parking.

14  
15 **Asa Fletcher Fund - Next Steps**

16  
17 Chairman Grenzeback provided a summary of the meeting held on December 16, 2015 where several  
18 issues were brought forward pertaining to the lack of knowledge about this resource. Evaluating and  
19 updating the application procedure was discussed along with development of a more simple and clean  
20 application. The group also discussed doing something through the schools and the Superintendent  
21 suggested funding the need with the schools determining eligibility. He further recalled that the Board  
22 also discussed a program aimed at a longer term program that would help an individual or a family to  
23 get back on track. Discussion involved some type of a pilot program. The Chairman noted that the  
24 account has a substantial balance and much of the discussion related to how this balance should be  
25 treated, spending 4% to 5% annually. The question was raised as to whether a matching fund could be  
26 established to accept donations.

27  
28 Vice Chairman Whitehead suggested that the matching fund could be established as a non-profit that  
29 accepts grant applications. The Chairman posed the question of whether the Board would like one  
30 committee that solves all of the problems, or several smaller committees to deal with specific issues.  
31 The committee (s) could be made up of a member of the Board of Selectmen, a representative from the  
32 Council on Aging, a representative from the Clergy, the Housing Partnership Board, the School  
33 Department, a representative from the public safety sector, a representative with investment  
34 experience, a representative from Winchester Hospital, a School Committee member, a member from  
35 the Board of Assessors, a representative from the MultiCultural Network, Winchester Got Lunch and  
36 the Disability Access Commission.

37  
38 Vice Chairman Whitehead indicated that the Board also needs to decide if this will be a one-time fund  
39 for disbursement or open to recurring expenses. He explained that this is a policy decision for the Board  
40 as trustees of the Asa Fletcher Fund resource much of what can happen depends upon this decision. He  
41 suggested that some of the money could be used to build a website that outlines resources and would be  
42 used by pastors, etc.

43  
44 Selectman Bettencourt noted the importance of connecting with the faith community. He pointed out  
45 that the Board has not seen a request in a while, questioning why the fund has grown as it has. He  
46 indicated that the Senior Citizen Taxi Program that is run by the Council on Aging is very successful,  
47 and perhaps the Fletcher Fund could be a component of this. He noted that seniors use the taxi service  
48 to get to church.

49  
50 Town Manager informed the Board that he has sliced up the assignments differently and has looked at  
51 how much of the Fund balance is considered to be built up interest that can be diverted. He indicated  
52 that \$250,000 could be considered as being available for anti-poverty requests, creating life-changing  
53 opportunities. He suggested that the first decision is the division of money into spendable interest and

**Monday, May 16, 2016**  
**Board of Selectmen Meeting**

1 what gets reinvested going forward. The second piece is how the Board decides on what would be spent  
2 annually and what would be returned to the trust. Other decisions would relate to the annual spending  
3 on emergency issues, better communication so that there would be a link to the anti-poverty groups,  
4 making better communication an assignment along with how the information would be taken in  
5 administratively. He raised the question of how applications would be evaluated, i.e. by a LICSW as  
6 has been past practice, or a committee formed to evaluate each case.  
7

8 Selectman Powers indicated that the Housing Partnership Board report covers where the money is but  
9 the Board needs to come up with a dollar amount that can be used. He commented that the idea of a  
10 website is crucial. Chairman Grenzeback suggested that the maximum and minimum expenditure be  
11 determined first, as well as the amount that should be retained as an investment base. He noted that  
12 the Commissioners of Trust Funds have indicated that with a \$500,000 base there would be a stable  
13 amount to spend annually. Vice Chairman Whitehead explained that with a recurring expense there  
14 should be recurring revenue, so this may be the defining piece.  
15

16 Selectman Errico suggested that some energy be expended in making the public aware of a donation  
17 mechanism, questioning why the Board would pigeon-hole itself by stipulating an annual amount to be  
18 used. Selectman Bettencourt explained that there has to be an established amount to be set aside for  
19 emergency services. He expressed frustration that some grants were not helping people to move  
20 forward, indicating that he feels that housing should be viewed as the number one need. He commented  
21 that while kids need computers, WFEE fulfills this need.  
22

23 Town Manager explained that dedicating an amount to more than an emergency application is a  
24 program with a more committed outlay. He indicated that there could be a committee established with  
25 a \$25,000 allotment for the purchase of tablets for kids in need, and another donor may want to  
26 purchase a vehicle for transporting seniors.  
27

28 Selectman Errico pointed out that there are kids who cannot afford the sports user fees, therefore more  
29 data on actual needs is necessary. Vice Chairman Whitehead suggested that a committee could be  
30 established and charged with finding where the services gaps are and then report back to the Board  
31 with a recommendation, however the Board needs to provide guidance. Chairman Grenzeback noted  
32 that the question is whether one or more groups should work on this issue. The Vice Chairman pointed  
33 out that the large number of participants could be broken into sub-groups.  
34

35 Allan Rodgers of the Housing Partnership Board pointed out that the Asa Fletcher Fund net income has  
36 not been spent, and it was meant for expenditure. John Suhrbier suggested that there are three  
37 additional groups with expertise: Council for Social Concern because they are aware of the needs, the  
38 Community Service Network in Stoneham that provides assistance with housing and the Winchester  
39 Got Lunch Program because there are 250 kids system-wide that participate in the Federal School  
40 Lunch Program.  
41

42 Chairman Grenzeback summarized that the Board will request that the Town Manager recommend a  
43 composition for a working and once that working group is organized a charge developed and questions  
44 that need answers outlined.  
45

46 \*Motion: That the Board of Selectmen request the Town Manager to form a  
47 working group, i.e. a Fletcher Fund Advisory Committee, reaching out  
48 to groups previously mentioned, reporting back to the Board with a  
49 recommendation.

50 Whitehead – Powers

All in favor.

VOTED.

51  
52 CONSENT AGENDA  
53

Monday, May 16, 2016  
Board of Selectmen Meeting

Approve / Correct Meeting Minutes:

Monday, May 9, 2016

Farmer's Market – Town Common:

Saturday morning from June 11, 2016 through October 29, 2016  
from 9:30 AM until 1:30 PM;

Recognition of Donations

First Church of Christ, Scientist

\$1000 for the Winchester Street Tree Fund

\*Motion: That the Board of Selectmen approve the Meeting Minutes for  
Monday, May 9, 2016 and the Farmer's Market on the Town Common  
on Saturday morning from June 11, through October 29, 2016 from  
9:30 AM until 1:30 PM.

Whitehead – Bettencourt All in favor. VOTED.

\*Motion: That the Board of Selectmen accept the donation to the Winchester  
Street Tree Fund from the First Church of Christ, Scientist, in the  
amount of \$1,000 with gratitude.

Whitehead – Bettencourt All in favor. VOTED.

Non-Docket Business from the Selectmen

Selectman Powers requested that a public hearing about Myrtle Street be scheduled to allow the neighbors to tell the Board whether they really want a one-way street or not. Town Manager indicated that the survey results indicate that it is a 50-50 situation.

As the last order of business, Town Manager outlined the street closings due to the EnKa Fair revised footprint. The actual change in traffic flow begins on Thursday evening after 6:00 PM and runs through Midnight on Saturday evening.

COMMUNICATIONS AND WORKING GROUP REPORTS

The Board acknowledged receipt of the following correspondence:

1. Town Manager letter to local businesses regarding Mt. Vernon Street closure
2. EnKa Fair Parking Lot Closing Notice
3. KEOLIS re: Vegetation Management Plan Notification
4. MWRA Annual School poster and writing contest spreading the word about Bay State Fertilizer – Award Recipients
5. Public Hearing Notice: NStar d/b/a Eversource Energy – Park Street

Adjournment – 9:30 PM

\*Motion: That the Board of Selectmen adjourn for the evening.

Whitehead – Powers  
By Roll Call Vote: Errico, Bettencourt, Powers, Whitehead, Grenzeback VOTED.

Respectfully submitted,

Richard C. Howard, Town Manager

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**TOWN OF WINCHESTER**  
**BOARD OF SELECTMEN MEETING**  
**Monday, April 11, 2016**  
**Record**

Chairman Lance R. Grenzeback called the meeting to order at 6:00 PM in the Board of Selectmen Meeting Room located in Town Hall. Present were Vice Chairman E. James Whitehead, Selectman Stephen L. Powers, and Selectman Michael Bettencourt. Selectman David P. Errico arrived while the meeting was in progress. Also present was Town Manager Richard C. Howard.

**OPENING**

\*Motion: That the Board of Selectmen adjourn to Executive Session for the purposes of discussing matters related to Contract Negotiations – Winning Farm – MGL Chapter 30A §21(a)6 and Litigation – Eversource Intervener Status – MGL Chapter 30A §21(a)3 because open meeting discussion may have a detrimental effect on the litigating position of the Board of Selectmen as declared by the Chairman.

Whitehead – Bettencourt

By Roll Call Vote: Bettencourt, Powers, Whitehead, Grenzeback

VOTED

**7:30 PM – Recess from Executive Session to Public Session**

\*Motion: That the Board of Selectmen recess from Executive Session to Public Session to return to Executive Session at the conclusion of Public Session.

Whitehead – Bettencourt

By Roll Call Vote: Errico, Bettencourt, Powers, Whitehead, Grenzeback

VOTED.

**SELECTMEN'S NOTICES AND COMMENTS**

**Notification of Other Meetings and Hearings**

- [ Wednesday, April 13, 2016 – Davidson Park Informational Session; Wednesday, April 20, 2016 – Town Manager's Warrant Articles Hearing;
- [ Monday, April 25, 2016 – Board of Selectmen – Prior to Town Meeting – WHS Guidance Department Conference Room;
- [ Thursday, April 28, 2016 – Board of Selectmen – Prior to Town Meeting (if necessary – WHS Guidance Conference Room;
- [ Monday, May 2, 2016 – Board of Selectmen – Prior to Town Meeting – WHS Guidance Conference Room

**Selectmen's Comments and Non-Docket Business**

Selectman Powers informed the television audience that the Chamber of Commerce has named former Selectman Jim Johnson as Citizen of the Year for 2016. The celebration dinner is Tuesday, May 17<sup>th</sup> at the Montvale Plaza.

**TOWN MANAGER REPORTS AND COMMENTS**

**Complete Streets – Draft Policy Update**

Town Manager reported that the Commonwealth has announced that there is a pool of money available for specialized treatment of street and sidewalk improvements. One of the steps required to qualify for these funds is a Complete Streets Policy. The draft document included in the packet for discussion this evening does not have to be endorsed at this meeting, however any comments should be brought to the

**Monday, April 11, 2016  
Board of Selectmen Meeting**

1 Town Manager's attention. Town Manager indicated that this is not a huge amount of money but up to  
2 \$400,000 could be applied for.  
3

4 Selectman Powers questioned the affect this funding source would have on the Town's capital program,  
5 as it looks like the Commonwealth would tell the community how to spend its Chapter 90 money.  
6 Chairman Grenzeback indicated that the Commonwealth requires a complete streets plan before the  
7 Town would qualify for the \$400,000. He explained that these funds could be used to make motorists  
8 pay attention to road rules and regulations. He noted that some work has been done via the sub-  
9 division rules and regulations, master plan and traffic plan. He pointed out that the traffic signal  
10 proposed for the Ridge Street / Johnson Road intersection would qualify under this policy. He explained  
11 that only \$400,000 per year would be allocated to the Town and there is a time limit on the usage of the  
12 funds.  
13

14 Vice Chairman Whitehead indicated that the next step would be development of a capital plan to  
15 implement the policy. Selectman Bettencourt noted that the funds are available and this is a great  
16 opportunity although the upside is not huge. Town Manager informed the Board that the Town is  
17 required to provide a list of fifteen projects for consideration.  
18

19 **Green Line Extension**

20  
21 Town Manager noted that this is a fairly important topic for Somerville and Medford. He explained  
22 that Medford's new mayor has reached out requesting support for prioritization of regional projects. A  
23 letter would go to the MPO registering the Town's support.  
24

25 Vice Chairman Whitehead informed his colleagues that he agrees with supporting this because this is  
26 an important transportation extension. Town Manager indicated that the Baker Administration has  
27 taken a second look at this and it seems that substantial modification have been made. He recalled that  
28 the original proposal was to mitigate the cost of the "Big Dig". He noted that the State transportation  
29 office has worked long and hard on this issue. Vice Chairman Whitehead recalled that the original  
30 proposal was to extend the Green Line out to Tufts University.  
31

32 \*Motion; That the Board of Selectmen authorize the Town Manager to  
33 express the Town's support for the Green Line Extension, consistent  
34 with the draft letter provided for review.

35 Whitehead - Powers All in favor. VOTED.  
36

37 **BUSINESS**

38  
39 **Zoning Board of Appeal - Associate Member - Interview / Appointment**

40 Candidate: Dorothy Simboli - term to expire - March 31, 2019  
41

42 Dorothy Simboli informed the Board that she is a lawyer however is not currently practicing; she is  
43 licensed in Massachusetts and has been since 1994; she was recently elected as a Town Meeting  
44 Member. Ms. Simboli noted that her children are older now and she has time to give something back to  
45 the community.  
46

47 \*Motion: That the Board of Selectmen appoint Dorothy Simboli as an  
48 associate member of the Zoning Board of Appeal for a term to  
49 expire March 31, 2019.

50 Whitehead - Bettencourt All in favor. VOTED.  
51

52 **Council on Aging - Interview / Appointment**

53 Candidate: Carol Thomas - term to expire March 31, 2019  
54

55 Carol Thomas informed the Board that she is a Town retiree and a volunteer at the Jenks Senior Center  
56 as well as in the Treasurer / Collector's Office. She assists with the hospitality committee at the Jenks

**Monday, April 11, 2016**  
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1 Center and is a frequent attendee at the various lectures and programs offered at the Jenks. She also  
2 attends the monthly Council on Aging meetings. Terry Fuller, Chairman of the Council on Aging,  
3 informed the Board that the Council will be fortunate to have Ms. Thomas as a member.  
4

5 \*Motion: That the Board of Selectmen appoint Carol Thomas to the Council  
6 on Aging for a term to expire March 31, 2019.  
7 Whitehead – Bettencourt All in favor. VOTED.  
8

9 **Council on Aging – Reappointment – Term to Expire – March 31, 2019**

10  
11 \*Motion: That the Board of Selectmen reappoint Joan Grenzeback as a member  
12 of the Council on Aging for a term to expire March 31, 2019.  
13 Whitehead – Bettencourt All in favor. VOTED.  
14

15 **Capital Planning Committee – Town Meeting Warrant Articles – Helen Philliou, Chairman**

16  
17 Helen Philliou, Chairman of the Capital Planning Committee, came forward to provide a brief update to  
18 last Fall's Capital Planning Report to Town Meeting. She noted that there have been some revisions  
19 and the biggest project being recommended is the funding for the 25% engineering study for Project 8 in  
20 the flood remediation program. She noted that a part of this funding will come from Free Cash and the  
21 remainder from the Capital Stabilization Fund.  
22

23 Ms. Philliou noted that the DPW Maintenance Fund has been a very successful implementation and  
24 any funds remaining at the end of the year do not revert back to Free Cash but remain in this fund.  
25 She informed the Board that the Building Stabilization fund is leveraged out. Capital improvement  
26 request from 2017 to 2021 equal \$31million. She reported that the Committee does not recommend  
27 spending the entire fund balance just in case there is an emergency request.  
28

29 Town Manager reported that this recommendation will allow the completion of the engineering study  
30 for the next flood mitigation project, allowing the Town to go to the State and inform them that the  
31 Town of Winchester is ready for the next project, the Muraco School dam.  
32

33 **Traffic Report – Doug Prentiss, Stantec Engineering Traffic Engineer**

34  
35 Mr. Prentiss informed the Board that he is present this evening to provide a brief update on the two  
36 intersections, Main Street / Swanton Street and Ridge Street / Johnson Road. The contract is to bring  
37 the drawings to the 25% design stage.  
38

39 Mr. Prentiss reported that a broad traffic count was completed and environmental screening done for  
40 both locations. He also noted that the signal equipment at Main Street/Swanton Street/Water Street is  
41 quite antiquated and the Town can no longer get repair / replacement parts. The signalization would be  
42 replaced in totality.  
43

44 Mr. Prentiss indicated that the Johnson Road / Ridge Street intersection would be a new installation.  
45 He noted that in several weeks, there will be a development concept report for both intersections  
46 available. There will also be differential alternatives for each of the locations. Mr. Prentiss informed  
47 the Board that the hope is to have deliverables for the week of May 9<sup>th</sup>. The next level after this is the  
48 25% design plans and a public hearing where an effort will be made to show the impacts of the  
49 alternatives as well as to allow the Town to make a decision. He noted that there are some sidewalks  
50 missing on Ridge Street, and there is a wide turning radius on Main Street at Bellino Park. A look will  
51 also be taken at relocating the utilities and drainage at these intersections.  
52

53 In response to Selectman Bettencourt's request for an updated cost estimate for the signalization of the  
54 Johnson Road / Ridge Street intersection, Mr. Prentiss explained that the average cost is approximately  
55 \$150,000 to \$160,000 however the entire package, including construction costs, is approximately

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1 \$250,000 to \$400,000. He noted that at this time, the Johnson / Ridge intersection is a "Level F"  
2 intersection; i.e., a high accident location.  
3

4 Mr. Prentiss pointed out that the Main Street / Swanton Street intersection has north-south movement  
5 at the same time, and there is the possibility that this could be changed. The signal equipment at this  
6 location should be replaced in its entirety. He suggested that since this is a Town-sponsored project it  
7 might be possible to do this work next year as phases are being combined to expedite the process and a  
8 resultant cost savings by doing the projects together. Mr. Prentiss congratulated the Board on the  
9 adoption of the Complete Streets policy, noting that the Commonwealth would like to see a  
10 prioritization plan to make sure that everything is covered; any exclusions should be clearly identified.  
11 The Board was informed that three towns have submitted to DOT, as the Complete Streets program has  
12 a lot of interest and he is hearing that the program will more than likely continue.  
13

14 **Town Health Insurance Advisory Committee – Recommendation**

15 Present: Peter Cheimets, Chairman; Comptroller Stacie Ward  
16

17 Mr. Cheimets informed the Board that the Committee's recommendation is to increase the threshold of  
18 those who would be eligible for funding to help with the payment of their health insurance premium to  
19 make up for the changes that were implemented a few years ago. This recommendation recognizes that  
20 it costs more to live in the Boston area.  
21

22 The question was raised as to whether or not this increase will create a deficit in the fund balance,  
23 Comptroller Ward explained that the tables are completed but the increase for the COLA shifted some  
24 income levels slightly. If the income is considered, only maximum exposure is increased by \$10,000 and  
25 the actual draw-down is minimal.  
26

27 Selectman Powers suggested that more retirees be eligible for this assistance because 8% is not a big  
28 jump when the small income levels are considered. He indicated that the index should be a full 8.8% to  
29 allow more retirees the opportunity for assistance. Selectman Bettencourt agreed, noting that the  
30 exposure for the Town is fairly minimal.  
31

32 \*Motion: That the Board of Selectmen adopt the recommendation made by  
33 the Retiree Health Insurance Advisory Committee to adjust the approved  
34 income levels by 8.8% in order to determine eligibility for the Town's  
35 health insurance subsidy.

36 Whitehead – Bettencourt

37 In favor: Errico, Bettencourt, Powers, Whitehead

38 Abstaining: Grenzeback  
39

VOTED.

40 **Town Meeting Personnel Article Presentation – Anne Graglia-Kostos, HR Director**

41 Present: Peter Cheimets, Personnel Board member  
42

43 Anne Graglia-Kostos, the Town's HR Director, informed the Board that the most comprehensive review  
44 of the Personnel Policy Guide in the last seventeen years has been completed. She explained that the  
45 Personnel Policy Guide (PPG) applies to all non-union employees and to union employees where their  
46 contract does not provide coverage related to a specific item. Labor Counsel has reviewed the document,  
47 as has the Personnel Board, all of which has been a great collaborative effort. The PPG will now go to  
48 Town Meeting for approval, where all changes will be explained.  
49

50 Selectman Powers applauded staff for getting this done. He questioned whether this document applies  
51 to School Department employees as well. The HR Director explained that the School Department does  
52 have their own policies and School Department employees are not covered by this document.  
53

54 Selectman Errico asked about the financial impact of the changes proposed by this document. Ms.  
55 Kostos indicated that the impact is approximately \$19,000 for this year however the Finance Committee

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**Board of Selectmen Meeting**

1 has not completed their review. The Board was informed that some of this impact relates to longevity  
2 payment changes and sick-leave buyback. Ms. Kostos noted that all changes were modest. Mr.  
3 Cheimets explained that longevity falls into five-year increments.  
4

5 In response to the question related to whether the sexual harassment policy had been updated, Ms.  
6 Kostos indicated that Labor Counsel provided the specific language. Chairman Grenzeback noted that  
7 the hope is that this helps avoid complaints and litigation, and this is a positive step for better  
8 management.  
9

10 Ms. Kostos informed the Board that family medical leave information has been spelled out in detail.  
11 Chairman Grenzeback pointed out that the carry-over is substantial when compared to the private  
12 sector.  
13

14 Vice Chairman Whitehead noted that he did not see anything about employee job performance  
15 evaluations contained in the document, as well as where that information would be kept. He referenced  
16 Section XII: Wage and Salary Administration – A. Performance Evaluations – section f.: *Upon approval*  
17 *by the appropriate appointing authority a copy of the form is forwarded to the Town Manager for review,*  
18 *and then to the Comptroller so that the change, if any, can be made in the payroll.* Ms. Kostos noted that  
19 this material will be filed in the HR office.  
20

21 Selectman Powers noted that the section related to cell phone use is quite a section. Ms. Kostos  
22 explained that this actually came from the DPW Director and has been modified to be applicable to  
23 Winchester. She indicated that technology resources need to be spelled out in detail.  
24

25 Vice Chairman Whitehead suggested that it might be useful to specify the IRS approved reimbursement  
26 rate when use of a personal vehicle is involved. Chairman Grenzeback indicated that this rate both  
27 increases and decreases on an annual basis.  
28

29 \*Motion: That the Board of Selectmen recommend favorable Town Meeting  
30 Action in Article 32 in the Spring 2016 Annual Town Meeting Warrant,  
31 with minor amendments made at table this evening.

32 Whitehead – Bettencourt

All in favor.

VOTED.

33  
34 **Historical Commission – Town Meeting Warrant Article Presentation**

35 Present: Heather von Mering, Chairman, Jack LeMenager, John Clemson, Michelle McCarthy, Janet  
36 Boswell, Jenny Adams, Bruce Hickey  
37

38 Ms. von Mering informed the Board that the Historical Commission has been receiving feedback from  
39 the public concerning the articles they have sponsored in the Spring 2016 Annual Town Meeting  
40 Warrant. The Planning Board has voted unanimous support of these articles. She explained that they  
41 are here because members of the community have noted that there was no protection of the historic  
42 assets in the community. The Demolition Delay Bylaw addresses only the complete destruction of the  
43 building and bylaws do not guarantee that a building will be saved. She explained that a review of the  
44 property does not hinder its sale, and the current list is an inadequate representation of the properties  
45 that are significant to the Town. Ms. von Mering noted that the historical neighborhoods are not  
46 represented. She explained that 1940 is the date that captures the historical neighborhoods in  
47 Winchester, and it is the historical buildings that define what makes Winchester, Winchester. The  
48 1940's was a historic time for the Town.  
49

50 Selectman Powers explained that he supported the heritage district designation because there was an  
51 opt-in clause, which the Board of Selectmen insisted be included. Ms. von Mering explained that a  
52 historic or heritage district is a different tool with a higher threshold of review. Selectman Powers  
53 indicated that he feels there should be an opt-in in this instance as well. He noted that to impose a  
54 delay for an entire year is a hardship for residents. He questioned why this is not a ballot question.  
55

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1 Ms. von Mering indicated that the real question is whether the Town wants to protect its historical  
2 resources or not. She suggested that a community decision is being made. Selectman Powers pointed  
3 out that there are 8400 homes in Winchester and the decision to impose this restriction is being made  
4 by 192 Town Meeting Members. Jack LeMenager pointed out that Congress makes decisions that many  
5 people are not happy with and Town Meeting is how things are done in Winchester. Michelle McCarthy  
6 informed the Board that six of the seven Historical Commission members are affected by this change.  
7

8 As far as affecting property values, Ms. von Mering noted that the Historical Commission has done  
9 extensive research that property values would be affected but none has been found. Janet Boswell  
10 suggested that a historic designation does not hurt a property's value but rather increases its value.  
11 She noted that this is an effort at holding a community conversation about whether homes should be  
12 torn down and this bylaw, if successful, imposes a delay and does not preclude demolition. Mr.  
13 LeMenager indicated that a delay provides an opportunity for a discussion in order to come up with a  
14 solution that makes sense everyone happy; delay creates a dialogue.  
15

16 Ms. von Mering noted the need to analyze every home in every neighborhood in order to pinpoint those  
17 homes with historical significance. She explained that this is the solution that makes sure that the  
18 small percentage is caught. Selectman Errico pointed out that what he is hearing is that this is an  
19 infringement on property rights.  
20

21 Jenny Adams, recently appointed to the Historical Commission suggested that people must remember  
22 that this is strictly about demolition, not an addition to the property, change in exterior color, etc.,  
23 simply about demolition and preserving what the Town has. Janet Boswell noted that if a home is  
24 significant and the owner wants to demolish it, this bylaw provides a potential for an alternative. Ms.  
25 von Mering informed the Board that the four homes that have been delayed are not owner-occupied,  
26 pointing out that the now demolished Mahoney property on Main Street did have historical significance,  
27 however the home was a hazard and while sad to see it go, it had to be demolished. She indicated that  
28 the Historical Commission did vote that the Mahoney building was historically significant but it was a  
29 public safety hazard. Bruce Hickey recalled that the owner of 4 Norwood Street wanted to demolish  
30 that home and the Historical Commission imposed a delay; the owner ultimately changed his mind. He  
31 explained that the Commission members feel that what they are trying to accomplish will benefit the  
32 Town.  
33

34 Heather von Mering suggested that the Historical Commission is doing long-term planning for the  
35 Town as the older homes have the longevity to last. She indicated that newer construction has a thirty-  
36 year life span and if the Town does not exercise caution, in thirty years there will be a lot of dilapidated  
37 homes.  
38

39 Chairman Grenzeback informed the Commission that he does not believe in an "opt in" condition but  
40 does believe that more than thirty (30) days is needed. Bruce Hickey recalled that the opt out condition  
41 was suggested at Town Meeting and was meant to clarify the improper drafting. He indicated that the  
42 opt out runs with the land. Article 6 is applicable to all homes older than 1940.  
43

44 John Clemson informed the Board that he has pursued grant opportunities with Mass. Historical  
45 Commission. He explained that it was made clear to him that the Rangeley Heritage District may  
46 qualify the Town for a Certified Local Government award. If the that designation contained an opt-out  
47 then the Town would not qualify for the grant award. He stressed that this relates strictly to  
48 demolition.  
49

50 In response to Selectman Errico's question about the Town Meeting vote requirement, he was informed  
51 by Mr. LeMenager that a two-thirds approval is required. Chairman Grenzeback pointed out that this  
52 is an effort at protecting property values in Winchester, noting that many of the homes built after 1940  
53 are not very exciting. John Clemson informed the Board that a demo permit request will initiate an  
54 extensive review process.  
55



Monday, April 11, 2016  
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New England Estate Sales – 15 James Street – April 16/17, 2016

Acceptance of Donation:

To Recreation Department from Winchester Savings Bank for the  
2016 Summer Concert Series

One Day Alcoholic Beverage License:

Archie McIntyre for Wright Locke Farm Conservancy – April 30, 2016 – 1827 Barn;

Maureen Willis – April 16, 2016 – Sanborn House

\*Motion: That the Board of Selectmen approve the Consent Agenda and Supplemental  
Consent Agenda for Monday, April 11, 2016 that includes adoption of “A  
Resolution Adopting the All Hazards Mitigation Plan – Town of Winchester,  
Massachusetts; an Estate Sale at 15 James Street; acceptance of a donation  
to the Recreation Department from the Winchester Savings Bank for the 2016  
Summer Concert Series; and two One Day Alcoholic Beverage Licenses:  
Archie McIntyre for Wright Locke Farm Conservancy on April 30<sup>th</sup> in the  
1827 Barn; and Maureen Willis for April 16, 2016 – Sanborn House.

Whitehead – Powers

All in favor.

VOTED.

Pertaining to the petition submitted by the residents of Glen Road, Selectman Powers requested that  
they be notified that their request is being sent to the Traffic Advisory Committee for their review and  
recommendation. Chairman Grenzeback referenced the traffic circulation study, commenting that  
things have not radically changed but prioritization of what needs to be done is necessary.

COMMUNICATIONS AND WORKING GROUP REPORTS

The Board acknowledged receipt of the following correspondence:

1. Petition from Residents of Glen Road
2. MBTA Advisory Board – FY2017 MBTA Budget Material
3. Email from Jean Ford re: Wildwood Cemetery Staff
4. Email from Janet Lau re: Eversource 345kV transmission line
5. Eversource Energy – Woburn to Wakefield Line Project and Mystic to Woburn Line Project –  
Revised Q & A

Adjournment: 10:10 PM

\*Motion: That the Board of Selectmen adjourn to Executive Session to  
continue an earlier discussion, not to return to Public Session.

Whitehead – Bettencourt

By Roll Call Vote: Errico, Bettencourt, Powers, Whitehead, Grenzeback

VOTED.

Respectfully submitted,

Richard C. Howard, Town Manager



Docket Item:  
H - 2:  
June 22, 2016

# Town of Winchester

## Application for Special (One Day) Alcoholic Beverage License

*In accordance with MGL c.138, s.14, 23; CMR 7:04 and  
Town of Winchester Procedural Requirements for Special (One Day) Alcoholic Beverage Licenses*

Name of Applicant/ Organization:

Wright-Locke Farm Conservancy

Address: 78 Ridge Street, Winchester, MA 01890

Telephone Number: 781-729-8775

Permit Applying For:

All Alcohol License (\$75.00)  Beer and Wine Only License (\$75.00)

Nature and purpose of the event: PRIVATE PARTY

Number of persons attending event: 100

Description of premises and location of facility where liquor will be sold and/or distributed:

Inside the 1827 Barn

Name(s) of responsible manager (s) who will be in charge of dispersing the liquor; date of birth(s) and Social Security Number(s):

Archie McIntyre

Date(s) and times of event and/or specific times when alcoholic beverages will be sold or distributed:

SAT JUNE 25 6AM - 10PM

I have read the Procedural Requirements for Special (One Day) Alcoholic Beverage License (attached) and agree to all the terms and conditions:

Signature of Responsible Manager:

Print Name of Responsible Manager:

Archie McIntyre

RECEIVED  
2016 JUN 13 PM 2:16  
TOWN OF WINCHESTER  
TOWN MANAGER  
BOARD OF SELECTMEN

**NOTE: Application must be submitted a minimum of TWO WEEKS prior to the scheduled event to:  
Board of Selectmen; 71 Mt. Vernon Street; Winchester, MA 01890**

## Cafarella, Jennifer

---

**From:** Kenneth Albertelli <kalbertelli@winchesterpd.org>  
**Sent:** Tuesday, June 14, 2016 4:28 PM  
**To:** Cafarella, Jennifer  
**Cc:** Barbara Bosco; Peter MacDonnell  
**Subject:** Re: One Day Alcohol License

Hi Jenn,

The Police Dept. has no objection.

Thanks  
Ken

P.s. I still use E-mail @winchester.us. I do not check this one much. I would continue to cc Barbara and include Chief Mac in the future on these type of requests for a response. Their primary emails are @winchesterpd.org. Good luck.

Sent from my iPhone

> On Jun 13, 2016, at 4:07 PM, Cafarella, Jennifer <jcafarella@winchester.us> wrote:

>

>

> Chief,

>

> Can I please have your comments on the attached 1 day alcohol license request?

>

> Group: Wright Locke Farm

> Location: Wright Locke Farm

> Date: June 25

>

> Thanks -

> Jenn

>

> <201606131556.pdf>



Docket Item:  
H-3:  
June 22, 2016

# Town of Winchester

Application for Special (One Day) Alcoholic Beverage License

*In accordance with MGL c.138, s.14, 23; CMR 7:04 and  
Town of Winchester Procedural Requirements for Special (One Day) Alcoholic Beverage Licenses*

Name of Applicant/ Organization: Studio on the Common

Address: 22 Church St

Telephone Number: 781.721.1023

Permit Applying For:

All Alcohol License (\$75.00)\*  Beer and Wine Only License (\$75.00)\*

Nature and purpose of the event: Paint Night

Number of persons attending event: 25

Description of premises and location of facility where liquor will be sold and/or distributed:  
Art Studio

Name(s) of responsible manager(s) who will be in charge of dispersing the liquor, date of birth(s) and Social Security Number(s):  
Gail Freeman , ,

Date(s) and times of event and/or specific times when alcoholic beverages will be on the premises:  
6/30, ~~7/1~~, ~~7/2~~, ~~7/3~~ 6:30 pm - 9 pm

I have read the Procedural Requirements for Special (One Day) Alcoholic Beverage License (attached) and agree to all the terms and conditions:

Signature of Responsible Manager:  
[Signature]

Print Name of Responsible Manager:  
Gail Freeman

6 JUN - 6 PM 12:03

NOTE: Application must be submitted a minimum of TWO WEEKS prior to the scheduled event to: Board of Selectmen; 71 Mt. Vernon Street; Winchester, MA 01890.

\*A \$75.00 LATE FEE WILL BE CHARGED FOR ANY APPLICATION SUBMITTED LESS THAN TWO WEEKS BEFORE THE EVENT.



*Winchester Police Department*  
*Kenneth C. Albertelli*  
*Chief of Police*

30 Maple Union Street, Winchester, MA 01890 Fax: 781-721-5613  
www.winchesterpd.org

June 20, 2016

To: Richard Howard, Town Manager  
Mark Twogood, Asst. Town Manager

From: Kenneth C. Albertelli, Chief of Police 

Re: Revised Request for Budget Transfer  
From Personal Services to Other Expenses

Due to delays in filling personnel vacancies during this fiscal period and also some training costs that could not be scheduled in this fiscal period, I am anticipating at least a \$50,000 surplus in Personal Services at the end of this fiscal period.

On the contrary, due to some recent unexpected equipment failures and replacement costs, (Telephone System failure- \$4,500) funds that were scheduled to be spent (and are currently being spent) from FY2016 Expenses on necessary prep work for the upcoming capital dispatch project, I am anticipating a deficit in Other Expenses of no more than \$5,000 at the end of this fiscal period. For these reasons, I am requesting a transfer of funds of \$5,000 from Patrol Personal Service, Acc# 0121121-51101, to Professional Services expenses, Acc# 0121112-53118.

Thank you for your consideration.

# Winchester Finance Committee Budget Transfer Request Form

Date: June 20, 2016

Submitted by: Kenneth C. Albertelli *Key*

Account with potential deficit:

Department Name:	Police Dept.	Department Head:	Ken Albertelli
Department Number:	2100	Requested Amount:	\$ 5,000
Account Name:	Expenses-Prof Services	Account Number:	0121112-53118

Source of transfer:

(if reserve fund, enter "Reserve Fund" for Department Name and leave the rest blank):

Department Name:	Police Dept.	Department Head:	Ken Albertelli
Department Number:	2100	Current Year Budget:	\$ 2,333,197
Account Name:	Patrol Personal Services	Account Number:	0121121-51101
Year-to-Date Balance:	\$ 127,000	Projected Surplus:	\$50,000

Please complete the following table for the account with the potential deficit:

	FY16 Budget	FY16 YTD	FY15 Budget	FY15 Actual
Personal Services				
Expenses	16,000	-1,600	15,000	6,634
Equipment				
<b>Total</b>	<b>\$ 16,000</b>	<b>\$ 1,600</b>	<b>\$ 15,000</b>	<b>\$ 6,634</b>

- 1) What is the reason for the transfer and will these conditions recur next budget year? To adjust for unpredictable equipment costs.
- 2) By when is the transfer required? As soon as possible
- 3) If the transfer is not made, what will be the consequences? 2016 budget will be in deficit
- 4) What mitigating actions have been taken to avoid the transfer? Controlling spending as much as possible
- 5) Has this account had transfers in the past? If so, describe the circumstances. No.
- 6) Will the transfer result in any cost savings or revenue generation? No
- 7) How certain is the amount requested, and could a lesser amount suffice currently? Reasonably certain.. A lesser amount probably would not suffice.
- 8) What other accounts could fund this expenditure. unknown

Docket Item:

I - 1:

June 22, 2016



RECEIVED

2016 JUN 14 PM 12:53  
KATHERINE CLARK  
UNITED STATES CONGRESS  
5TH DISTRICT, MASSACHUSETTS  
TOWN OF WINCHESTER  
TOWN MANAGER  
BOARD OF SELECTMEN

June 8, 2016

Mr. Richard Howard  
Town Manager  
71 Mount Vernon Street  
Winchester, MA 01890

Dear Town Manager Howard,

Please accept my sincere congratulations on being awarded a Tree City USA recognition for 2015.

Your town's maintenance of healthy trees will help generations to come by preserving our state's rich history while also creating greener communities.

Together, your special town joins more than 3,400 communities that have made the commitment to becoming a Tree City USA. I am honored to represent such an environmentally conscious district that demonstrates its dedication to the environment.

Again, congratulations! Please do not hesitate to contact my office if we can be of assistance.

Sincerely,

A handwritten signature in cursive script that reads "Katherine M. Clark".

Katherine Clark  
Member of Congress



Emmanuel LAMY  
MAIRE DE SAINT-GERMAIN-EN-LAYE

Lance R. GRENZEBACK  
Board of Selectmen  
71 Mount-Vernon Street  
Winchester, MA 01890

Saint-Germain-en-Laye, 13<sup>th</sup> June 2016

Dear Chairman, Dear Lance R. Grenzeback,

Murderous madness struck again in our democratic countries. This time, it struck in Orlando, Florida where some 50 American citizens were killed and still more injured by one of their compatriot. Words are missing to express the disgust and horror such unspeakable acts inspire.

On behalf of the whole town council, I convey onto you the support and friendship of Saint-Germain to our friends in Winchester, to the American people and to the American Nation.

We are fully aware that we will need time to eradicate this scourge in our both countries. Because no democratic country is sheltered from such foolish behaviour, we need to support each other and to fight firmly against intolerance and obscurantism. Our bonds of friendship and our common values of freedom are the best bulwark of our liberties.

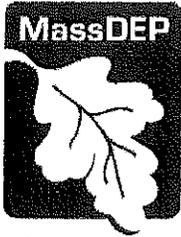
We pray for families who knew the pain to lost a loved one and we also pray for our American friends.

I take this opportunity to thank you, the Board of Selectmen and the Town Manager for taking the initiative to set a sign proclaiming Winchester and Saint-Germain sister cities since 1990 in front of Town Hall. This initiative has been much appreciated. I am sorry for not having been able to come to Winchester and to attend this ceremony, as well as René Prioux, the town councillor in charge of international relations.

I look forward to seeing you and all friends of Winchester who will travel to France in next October to visit Lyon and the Burgundy and to inaugurate the new "Avenue de Winchester" in Saint-Germain on October 8<sup>th</sup>.

Sincerely yours,

Emmanuel Lamy



## Department of Environmental Protection

Charles D. Baker  
Governor

Matthew A. Beaton  
Secretary

Karyn E. Polito  
Lieutenant Governor

Martin Suuberg  
Commissioner

Town of Winchester  
C/o Richard Howard  
Town Hall 71 Mount Vernon Street  
Winchester, MA 01890

RECEIVED  
2016 JUN 15 AM 11:03  
TOWN OF WINCHESTER  
TOWN MANAGER  
BOARD OF SELECTMEN

**RE: ISSUANCE OF CHAPTER 91 WATERWAYS LICENSE**  
**Waterways License No. 14072 Town of Winchester, Aberjona River, Winchester, Middlesex County**

Dear Mr. Howard:

The Department of Environmental Protection hereby issues the above-referenced Waterways license, enclosed, authorizing you to perform certain activities pursuant to M.G.L. c. 91, the Public Waterfront Act and its regulations 310 CMR 9.00. Any change in use or alteration of any structure or fill not authorized by this license shall render this license void. The License contains several conditions including the License recording requirements described below, and which must be met prior to the commencement of authorized activities.

### **RECORDING OF THE LICENSE**

This License must be recorded at the Middlesex County Registry of Deeds or, if registered land, with the Land Registration Office within sixty (60) days from the date of license issuance. In the case of recorded land, the License shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the project is located. In the case of the registered land, the License shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the project is located. A Waterways License Recordation Notice Form has been enclosed for your use in notifying the Department of the recording information for this License.

Please be advised that:

1. No work shall be undertaken until the License has been duly recorded and if applicable, also noted as described above.
2. Failure to record this License within sixty (60) days of the date of issuance will render this License void pursuant to 310 CMR 9.18.

**RE: ISSUANCE OF CHAPTER 91 WATERWAYS LICENSE**  
**Waterways License No. 14072, Town of Winchester, Aberjona River, Winchester,**  
**Middlesex County**

3. Failure to notify the Department of the recording of this License is a violation of 310 CMR 9.00 and is subject to enforcement action by the Department.

Please feel free to contact Jerome Grafe of the Waterways Regulation Program, (617) 292-5708, if you have any questions pertaining to your Waterways License

---

Sincerely,



Ben Lynch  
Program Chief  
Waterways Regulation Program

Cc:

Board of Selectmen, Town of Winchester  
Winchester Planning Board  
Winchester Conservation Commission  
Winchester Zoning  
Winchester Harbor Master

Enclosure(s) Waterways License # 14072

Mike Girvan, Program Coordinator  
Waterways Regulation Program  
Department of Environmental Protection  
1 Winter Street, 5th Floor  
Boston, Massachusetts 02108

**RE: NOTIFICATION OF WATERWAYS LICENSE RECORDATION**

**Waterways License No. 14072**

Winchester Flood Control Project 4, Mount Vernon Street, Aberjona River

---

Municipality: Winchester

County: **Middlesex**

Dear Mr. Girvan:

This is to notify you that the above referenced Waterways license was recorded with the appropriate Registry of Deeds/ Land Court for this project location and to provide your office with the following recordation information.

**Date of Recordation:** \_\_\_\_\_

AT -

**County Registry of Deeds:** \_\_\_\_\_

Book number \_\_\_\_\_ on page number(s) \_\_\_\_\_

OR -

**Land Court:** \_\_\_\_\_

Land Court Lot # \_\_\_\_\_ Plan # \_\_\_\_\_

Certificate Document Number \_\_\_\_\_

Sincerely,

\_\_\_\_\_, Chapter 91 Waterways Licensee

**License is void if not recorded within sixty (60) days of issuance**

The Commonwealth of Massachusetts



No. 14072

Whereas, Town of Winchester

of -- Winchester --, in the County of -- Middlesex -- and Commonwealth aforesaid, has applied to the Department of Environmental Protection for license to -- construct and maintain flood control in form of the installation of, a new culvert and associated dredging as necessary, as described below --

and has submitted plans of the same; and whereas due notice of said application has been given, as required by law, to the -- Board of Selectmen -- of the -- Town of Winchester; -----

NOW, said Department, having heard all parties desiring to be heard, and having fully considered said application, hereby, subject to the approval of the Governor, authorizes and licenses the said

-- Town of Winchester --, subject to the provisions of the ninety-first chapter of the General Laws, and of all laws which are or may be in force applicable thereto, to -- dredge approximately 220 cubic yards of sediment necessary for the installation of a new 8' wide x 10.5' high culvert underneath the Mount Vernon Street Bridge; said culvert shall be aligned parallel to the easternmost of three existing culverts; and install temporary cofferdams during construction only --

in and over the non tidal waters of -- Aberjona River -- at the Mount Vernon Street Bridge -- in the -- Town -- of -- Winchester -- and in accordance with the locations shown and details indicated on the accompanying DEP License Plan No. 14072, (4 sheets).

License No. 14072

The structures hereby authorized shall be limited to the following uses: to provide flood control.

---

**Special Waterways License Conditions**

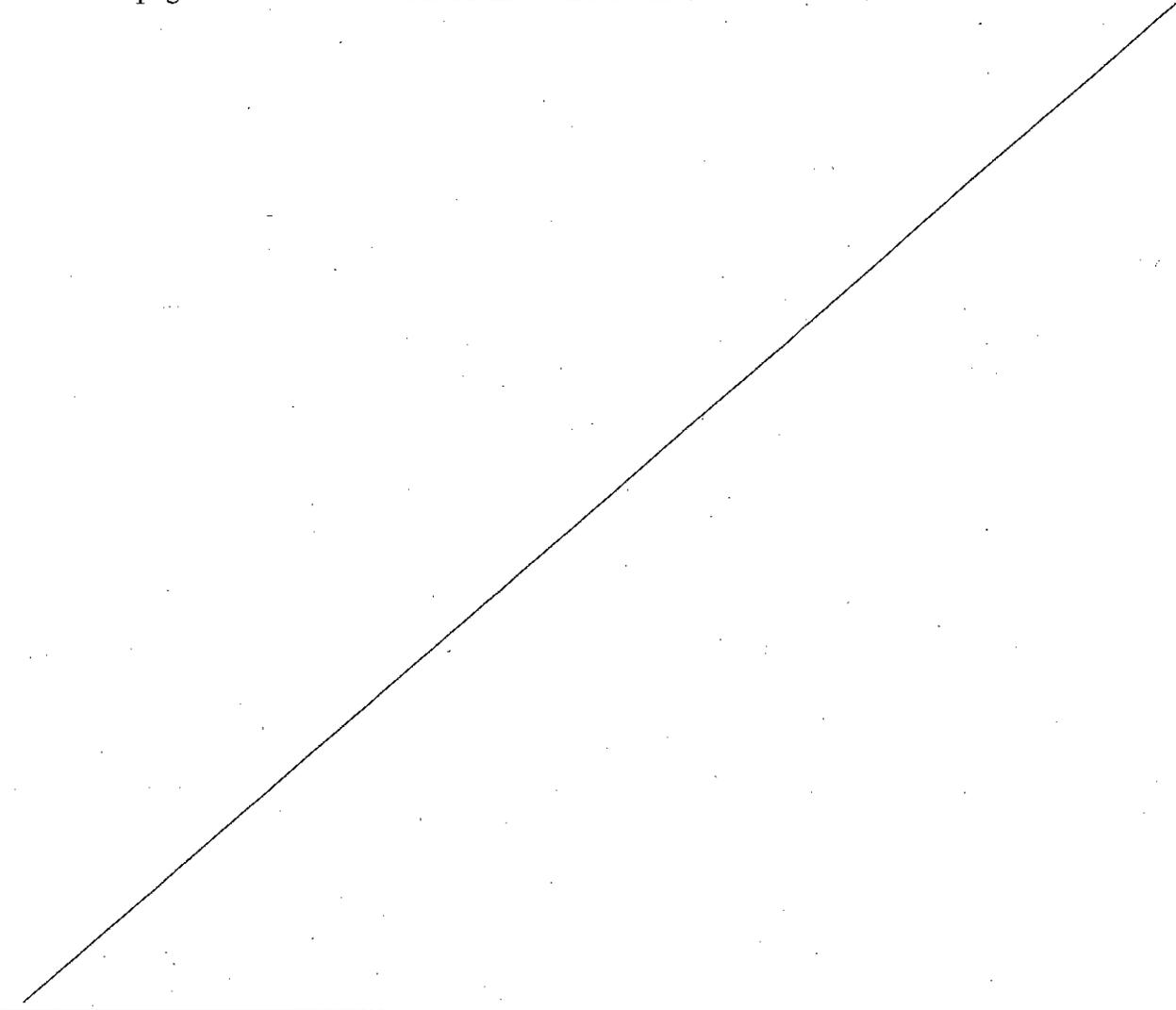
1. **Structure Term:** The structures authorized pursuant to this License are valid for an unlimited term pursuant to 310 CMR 9.15(1)(c).
2. **Project Completion:** All work authorized herein shall be completed within five (5) years of the date of license issuance. Said construction period may be extended by the Department for one or more one year periods without public notice, provided that the Applicant submits to the Department thirty (30) days prior to the end of the construction period, a written request to extend the period and provides adequate justification for said extension.
3. **Certificate of Compliance:** Within 60 days of completion of the licensed project, the Licensee shall request in writing that the Department issue a Certificate of Completion in accordance with 310 CMR 9.19. The request shall be accompanied by a certification by a registered professional engineer licensed in the Commonwealth that the project was completed in accordance with the License.
4. **Inspector Access:** The Licensee shall allow agents of the Department to enter the project site to verify compliance with the conditions of the Chapter 91 License.
5. **Limited Liability:** The use by the public of the publicly accessible areas at the project site shall be considered a permitted use to which the limited liability provisions of M.G.L. Chapter 21, § 17c shall apply.
6. **Access Signage:** The Licensee shall place and maintain, in good repair, public access signage at all entry points to the structure(s) authorized herein or the property lines, adjacent to the high water shoreline. Said signs shall be designed in accordance with the signage specifications provided by the Department. Nothing in this condition shall be construed as preventing the Licensee from excluding the public from portions of said structure(s) or property not intended for lateral passage.
7. **Public Access:** In partial compensation for the private use of structures within flowed trustlands, which interferes with the rights of the public to use such lands, the Licensee shall allow the public to pass on foot, for any purpose and from dawn to dusk, along the upland side of the structure.
8. **Recording Requirement:** This License shall be void unless the same and the accompanying plan are recorded within 60 days from the date hereof, in the Middlesex County Registry of Deeds.

License No. 14072

9. Water Quality Certification: The Licensee shall comply with all dredge conditions contained in the Combined Chapter 91 License /Permit and 401 Water Quality Certification Transmittal Number x264559 issued by the Department on July 30, 2015.

---

Please see page 4 for additional conditions to this license. -----



Duplicate of said plan, number 14072 on file in the office of said Department, and original of said plan accompanies this License, and is to be referred to as a part hereof.

STANDARD WATERWAYS LICENSE CONDITIONS

1. Acceptance of this Waterways License shall constitute an agreement by the Licensee to conform to all terms and conditions stated herein.

2. This License is granted upon the express condition that any and all other applicable authorizations necessitated due to the provisions hereof shall be secured by the Licensee prior to the commencement of any activity or use authorized pursuant to this License.

---

3. Any change in use or any substantial structural alteration of any structure or fill authorized herein shall require the issuance by the Department of a new Waterways License in accordance with the provisions and procedures established in Chapter 91 of the Massachusetts General Laws. Any unauthorized substantial change in use or unauthorized substantial structural alteration of any structure or fill authorized herein shall render this Waterways License void.

4. This Waterways License shall be revocable by the Department for noncompliance with the terms and conditions set forth herein. This license may be revoked after the Department has given written notice of the alleged noncompliance to the Licensee and those persons who have filed a written request for such notice with the Department and afforded them a reasonable opportunity to correct said noncompliance. Failure to correct said noncompliance after the issuance of a written notice by the Department shall render this Waterways License void and the Commonwealth may proceed to remove or cause removal of any structure or fill authorized herein at the expense of the Licensee, its successors and assigns as an unauthorized and unlawful structure and/or fill.

5. The structures and/or fill authorized herein shall be maintained in good repair and in accordance with the terms and conditions stated herein and the details indicated on the accompanying license plans.

6. Nothing in this Waterways License shall be construed as authorizing encroachment in, on or over property not owned or controlled by the Licensee, except with the written consent of the owner or owners thereof.

7. This Waterways License is granted subject to all applicable Federal, State, County, and Municipal laws, ordinances and regulations including but not limited to a valid final Order of Conditions issued pursuant to the Wetlands Protection Act, G.L. Chapter 131, s.40.

8. This Waterways License is granted upon the express condition that the use of the structures and/or fill authorized hereby shall be in strict conformance with all applicable requirements and authorizations of the DEP.

9. This License authorizes structure(s) and/or fill on:

     Private Tidelands. In accordance with the public easement that exists by law on private tidelands, the licensee shall allow the public to use and to pass freely upon the area of the subject property lying between the high and low water marks, for the purposes of fishing, fowling, navigation, and the natural derivatives thereof.

     Commonwealth Tidelands. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, upon lands lying seaward of the low water mark. Said lands are held in trust by the Commonwealth for the benefit of the public.

     a Great Pond of the Commonwealth. The Licensee shall not restrict the public's right to use and to pass freely upon lands lying seaward of the high water mark for any lawful purpose.

  X   Navigable River or Stream. The Licensee shall not restrict the public's right to use and to pass freely, for any lawful purpose, in the waterway. No restriction on the exercise of these public rights shall be imposed unless otherwise expressly provided in this license.

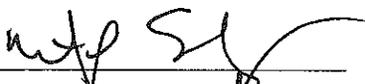
10. Unless otherwise expressly provided by this license, the licensee shall not limit the hours of availability of any areas of the subject property designated for public passage, nor place any gates, fences, or other structures on such areas in a manner that would impede or discourage the free flow of pedestrian movement thereon.

License No. 14072

~~The amount of tidewater displaced by the work hereby authorized has been ascertained by said Department, and compensation thereof has been made by the said --- by paying into the treasury of the Commonwealth -- two dollars and zero cents (\$2.00)-- for each cubic yard so displaced, being the amount hereby assessed by said Department. (0.0 cu. yds. = \$0.00)~~

~~Nothing in this License shall be so construed as to impair the legal rights of any person. This License shall be void unless the same and the accompanying plan are recorded within 60 days from the date hereof, in the Registry of Deeds for the County of - Middlesex.~~

IN WITNESS WHEREAS, said Department of Environmental Protection have hereunto set their hands this 10th day of June in the year sixteen.

Commissioner   
Program Chief 

**Department of  
Environmental  
Protection**

THE COMMONWEALTH OF MASSACHUSETTS

This license is approved in consideration of the payment into the treasury of the Commonwealth by the said ----- Town of Winchester -----

of the further sum of -- Zero Dollars and Zero Cents (\$0.00) --

the amount determined by the Governor as a just and equitable charge for rights and privileges hereby granted in the land of the Commonwealth.

BOSTON,

Approved by the Governor.

  
Governor

EXISTING 3 STORY  
STUCCO BLDG.

EXISTING (3) 8' W CULVERTS

← ABERJONA RIVER



↑ N LOCUS MAP

BRICK SIDEWALK

MOUNT VERNON STREET  
(PUBLIC - 55' WIDE)

BORDERING LAND  
SUBJECT TO FLOOD  
EL. 22.1 UPSTREAM  
EL. 19.0 DOWNSTREAM

BLSF

BRICK SIDEWALK

BLSF

MWRA SEWER

MHW - EL. 17 FT.

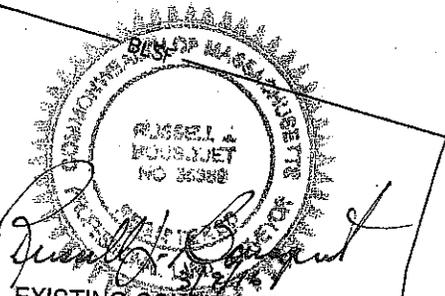
MLW - EL. 16 FT.

MILL POND

APPROXIMATE MWRA  
SEWER EASEMENT

NOTES:

- 1) "BLSF" - BORDERING LAND SUBJECT TO FLOODING
- 2) ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 88



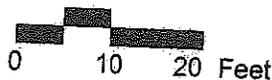
EXISTING CONDITIONS & PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL ON THE GROUND INSTRUMENT SURVEY PERFORMED BY VHB IN JANUARY 2013 & FROM DEEDS AND PLANS OF RECORD

PLANS ACCOMPANYING PETITION OF TOWN OF WINCHESTER, MASSACHUSETTS FOR PROJECT 4 OF TOWN'S FLOOD MITIGATION PROGRAM.

EXISTING CONDITIONS

SHEET 1 OF 4

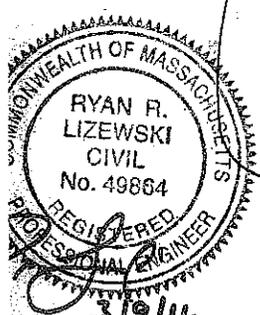
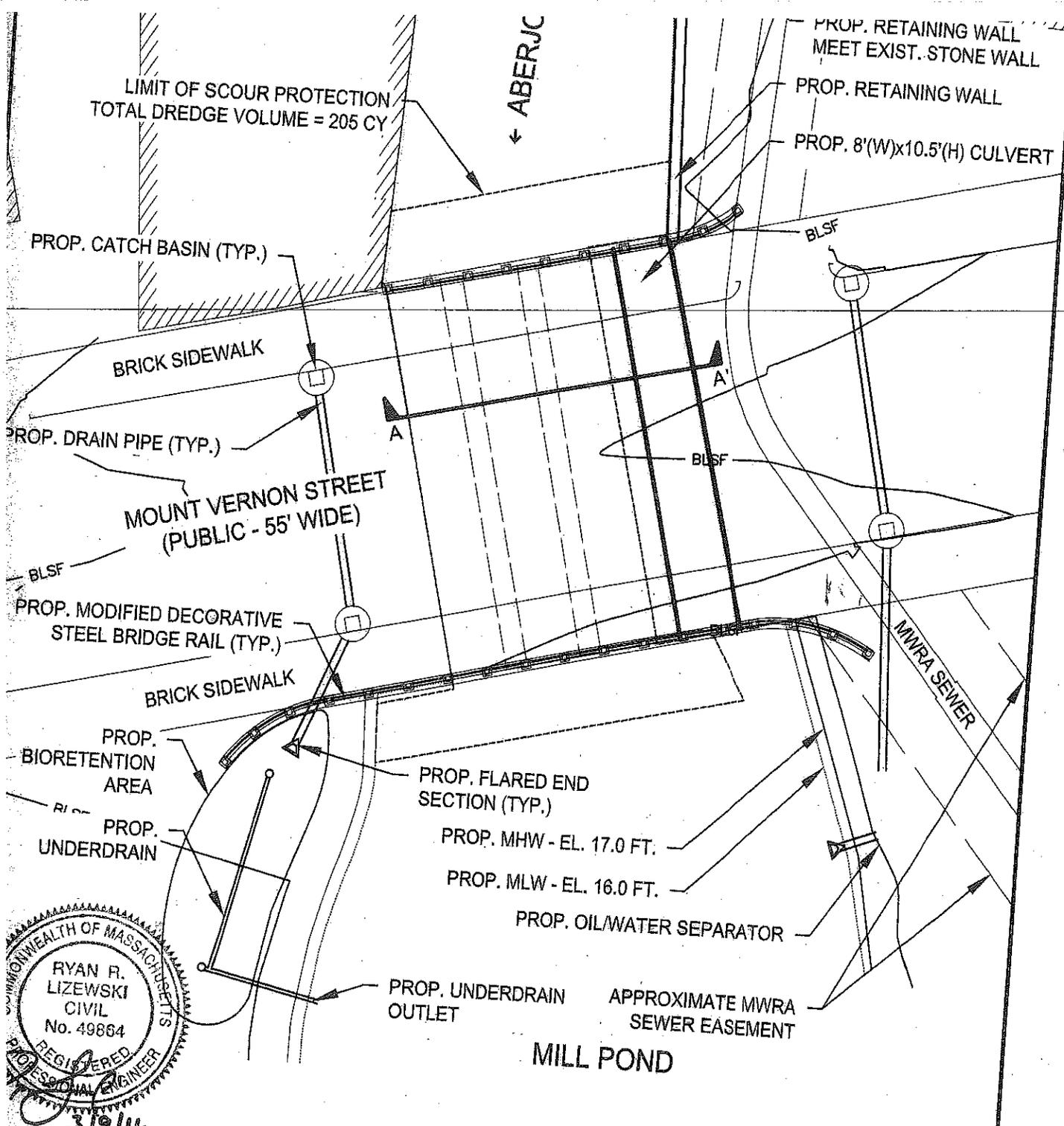
DATE: MARCH 2016



LICENSE PLAN NO. **14072**  
Approved by Department of Environmental Protection  
of Massachusetts

JUN 10 2016

*[Handwritten signature]*



PLANS ACCOMPANYING PETITION OF TOWN OF CHESTER, MASSACHUSETTS FOR PROJECT 4 TOWN'S FLOOD MITIGATION PROGRAM.

PROPOSED CONDITIONS  
 SHEET 2 OF 4  
 MARCH 2016

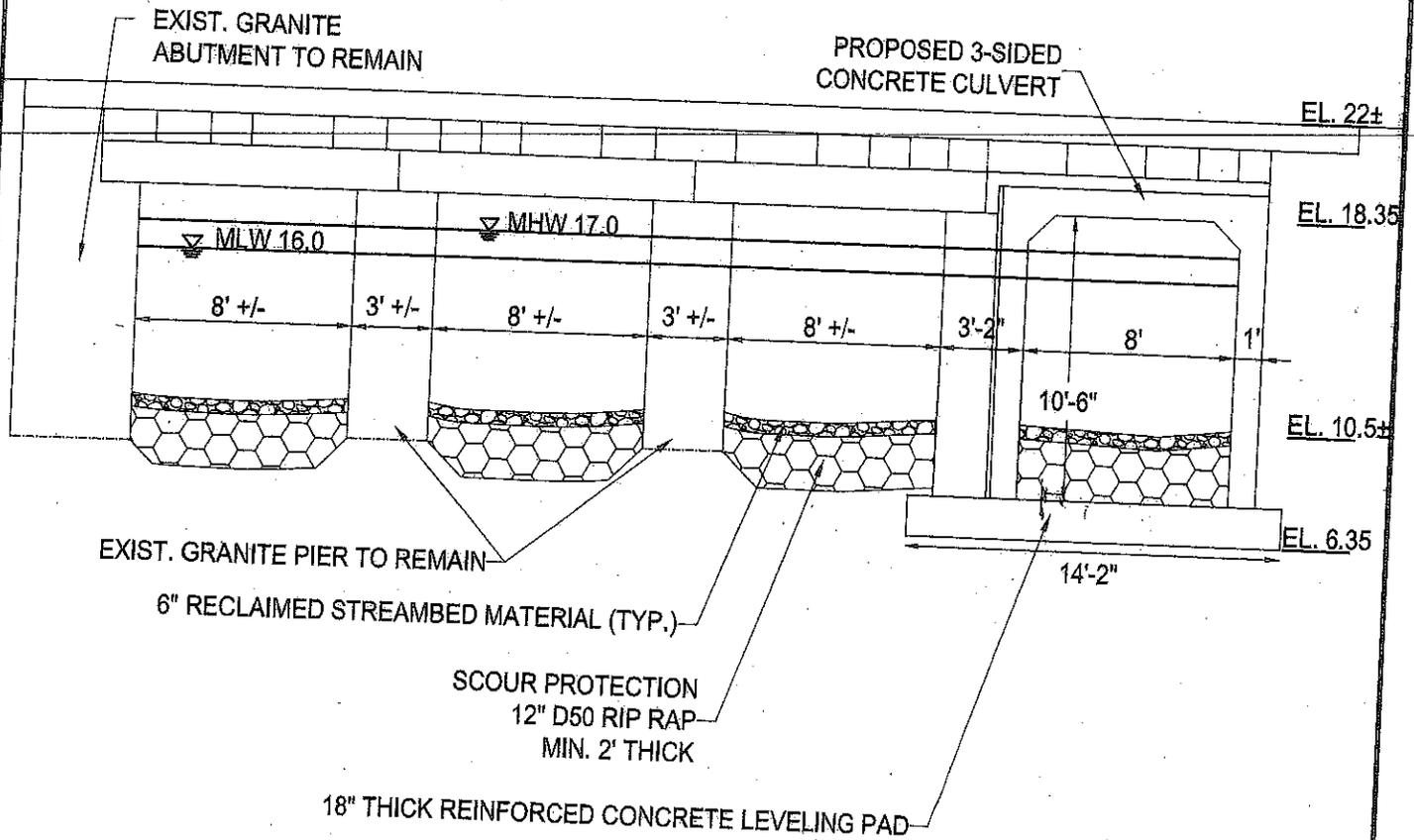
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0 10 20 Feet

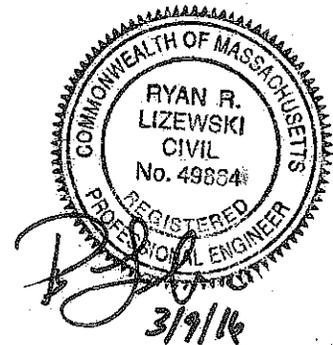
LICENSE PLAN NO. **19072**  
 Approved by Department of Environmental Protection  
 Date: **JUN 10 2016**

NOTES:  
 1) "BLSF" - BORDERING LAND SUBJECT TO FLOODING  
 2) ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 88

\\hb\proj\Wat-LD\12245.00\cad\ev\planset\12245.00-CH91\_PR.dwg



SECTION A - A'



PLANS ACCOMPANYING PETITION OF TOWN OF WINCHESTER, MASSACHUSETTS FOR PROJECT 4 OF TOWN'S FLOOD MITIGATION PROGRAM.

**CULVERT DETAIL**

SHEET 3 OF 4  
 DATE: MARCH 2016

LICENSE PLAN NO. **14072**  
 Approved by Department of Environmental Protection  
 Date: **JUN 10 2016**

NOTES:  
 1) ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) 88

2) Wat-LD\12245.00\civil\plan\14072.dwg

# 9-49  
TOWN OF WINCHESTER

# 9-43  
WINCHESTER  
INVESTMENT GROUP  
44-48 MOUNT VERNON  
STREET

← ABERJONA RIVER

# 9-46  
HOPE CHRISTIAN CHURCH  
58 MOUNT VERNON STREET

# 9-42  
TOWN OF WINCHESTER FIRE  
DEPARTMENT  
30 MOUNT VERNON STREET

MOUNT VERNON STREET  
(PUBLIC - 55' WIDE)

# 9-18  
TOWN OF WINCHESTER

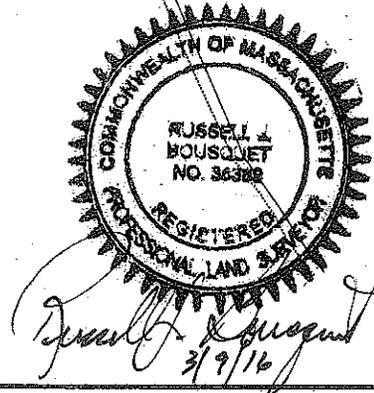
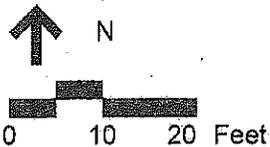
# 9-8  
POND VIEW REALTY TRUST  
10 CONVERSE PLACE

MILL POND

EXISTING CONDITIONS & PROPERTY LINES SHOWN  
IN THIS PLAN ARE BASED UPON AN ACTUAL ON  
THE GROUND INSTRUMENT SURVEY PERFORMED  
BY VHB IN JANUARY 2013 & FROM DEEDS AND  
PLANS OF RECORD

PLANS ACCOMPANYING PETITION OF TOWN OF  
WINCHESTER, MASSACHUSETTS FOR PROJECT 4  
OF TOWN'S FLOOD MITIGATION PROGRAM.

BUTTERS  
SHEET 4 OF 4  
DATE: MARCH 2016



LICENSE PLAN NO. **14072**  
Approved by Department of Environmental Protection  
Date;  
**JUN 10 2016**



# Town of Winchester

Helen S. Philliou, Chairman, Capital Planning Committee

Docket Item:

I - 4:

June 22, 2016

Phone: 781-721-7133

Fax: 781-756-0505

## MEMORANDUM

June 13, 2016

To: Richard Howard, Town Manager

From: Helen S. Philliou, Chair, Capital Planning Committee *HSP (pt)*

RE: Available Capital Funding

At our committee meeting last Wednesday there was a discussion about the lack of funding for capital projects this next year. We are at an all-time low in funding.

The Committee asked me to share their concern and ask that all or a portion of the \$1 million dollar linkage money from the Winning Farm project be assigned to Capital. There are several projects that are safety related such as the Muraco School Fire alarm system that would greatly benefit from available funds.

HSP/pt

cc: Board of Selectmen  
Capital Planning Committee  
Mark Twogood

Docket Item:  
I - 5:  
June 22, 2016

Dear Lance,

It was great running into you on Town Day! Attached you will find letters that my students wrote to you outlining their proposals for various Athletic Centers in Winchester. Their letters are a culmination of a weeklong math project designed to teach students about calculating area, as well as basic city planning.

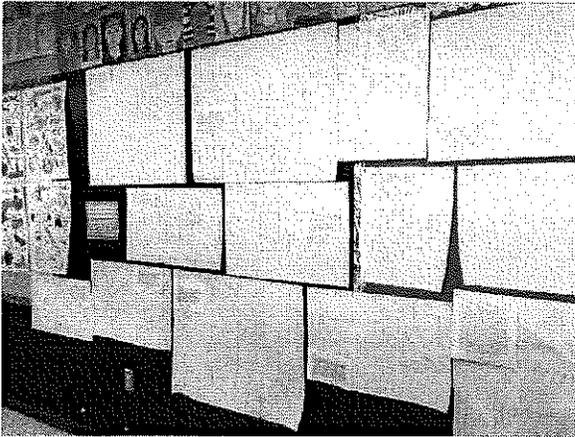
To complete the assignment, they first researched the area taken up by various sports fields (finding the dimensions of each field and the area it would take up inside a sports facility). They then used these measurements to create a scale drawing (which are displayed outside our classroom at Ambrose School). Finally, they calculated how many acres their facility would take up, and then used Google Earth (and its tools) to identify a location in town that could house their complex.

I hope you enjoy their proposals, and I truly appreciate your time!

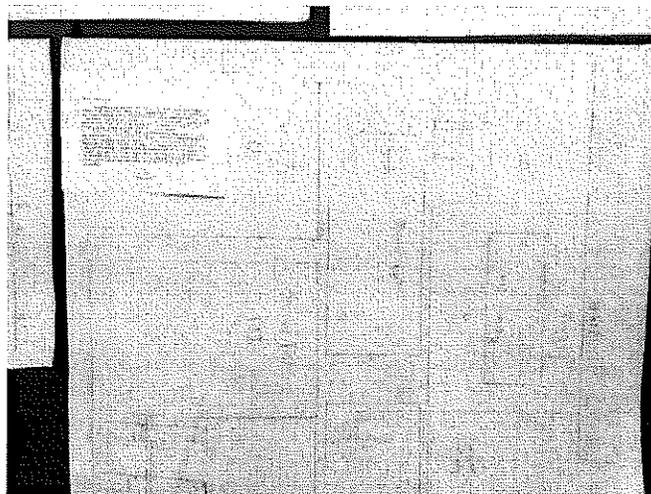
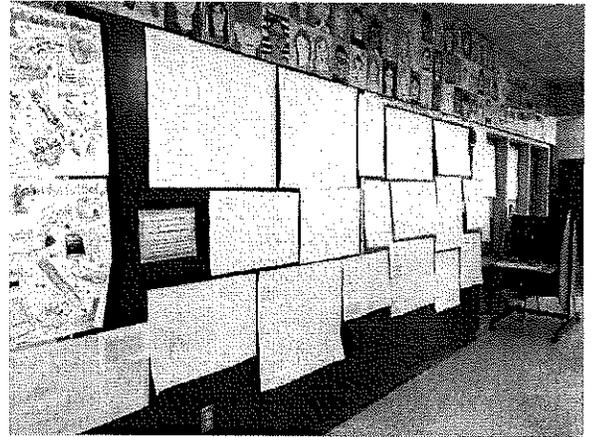
Best wishes,

Tara Tully Remmes

Grade 5 ~ Ambrose Elementary School



Just a few photos of  
our drawings



Dear Mr. Grenzeback,

I would like you to consider a proposal for building a hockey complex in Winchester. The Mara Rink includes every hockey player's dream including two rinks, that both have warm-up ice for before the game, four 448 foot locker rooms per rink, and three 448 foot Bathrooms per rink. As well as a strength and conditioning, a gym, a kids room including comfy sofa, chairs, tv's, and an arcade. The snack shack has snacks for the fans to enjoy while watching the game on 98 ft bleachers, and the players can get healthy and energy containing snacks for before the the big game. You can add this 135,240 ft or 3.1 acre state of the art facility at skillings field, the town has already built a new soccer facility and we already have like 10 fields, and no hockey rinks. While the town is building the new high school they should add an addition, Mara Rink!

The new facility will change this town from not just being ordinary, it would make it extraordinary. Instead of hockey players for having to travel to Medford or Bedford, they can just walk out of their front door to play hockey. I always complain of having to leave an hour before a game or a practice, but now I won't if I can ride my bike to practice. This would also help the Winchester hockey program grow, instead of having few families committing the long commute, more families will play hockey because it is in town. More kids would start to play the sport that many people including me love and enjoy. When you are at this facility you don't have to wait to play, four teams can play at a time, or before the game you can warm-up on the extra ice. I hope you consider building the Mara Rink in Winchester, and thank you for taking the time to read this.

*Sincerely,*  
*Caitlin Mara*

16 JUN 10 AM 11:09

Dear Mr. Grenzeback,

I am writing to you about an athletic center called Sports Fanatic. This center would contain two football fields one big and one small and two soccer fields one big and one small. It will also contain a lobby and sports store plus two locker rooms for the big soccer field and the big football field. If any people watching get hungry they can go to our snack bar or the players can get sports drinks before the game or practice. This would be where the High School is since I need 6 acres of land. The high school is about 11 acres of land so I will definitely have space for a parking lot.

This center would definitely help Winchester because of its many good features. It contains fields for some of the most popular sports in Winchester, soccer and football. This will give more space for teams to practice in Winchester so they don't have to go out of the town. Also, littler kids can play the sports they want on a smaller field so they don't have to completely wear themselves out since they have ran to far. Since this is a building you can play in it in all weather even when it snows. This would be the place to go if you want to go to a convenient sports center. Thank you for your consideration.

Sincerely,  
Anton Crawford

Dear Mr. Grenzeback,

I would like you to consider the proposal on the Arangio's Sports Complex. This facility is the perfect compliment to the winchester community. This building is 2.78 acres and can fit in the area behind Lenard Field and Meraco School in a 6.4 acre lot. This building includes a pool for swim teams in Winchester and lessons for all ages, and another pool for free swim for families to enjoy. It also holds a Yoga and Pilates Studio for the public to exercise in, which offers classes morning and night. It also supplies 4 volleyball courts, a locker room/bathroom, and a snack bar which offers light snacks plus lunch and dinner items for people who like to exercise at night.

With all these amenities the Arangio's Sports Complex is truly something that the town of winchester needs. However this establishment can improve the community of Winchester for many reasons. As you may know the High School Swim team has to practice at the Medford High School at 5 am, allowing them probably less than 8 hours of sleep. My building can give the Winchester High School swim team members a longer time to sleep and giving them less of a hassle in the morning to get to a different town. Another reason why this complex will improve the town of Winchester is because it will introduce new sports to the community. The reason this will introduce more sports to town is because by me putting in a pilates and yoga studio plus 4 Volleyball courts it will give an opportunity to the children of Winchester to broaden their horizons of sports to do throughout the town. Thank you so much for your consideration on my offer, and taking the time and energy to read this letter.

Yours truly,  
Mary Arangio

Dear Mr. Grenzeback,

First off I would like to thank you for running the great town of Winchester. But I believe that you could make it even better by making the William R. Gindel Sports Complex. This Complex would have a full sized basketball court, a trampoline park for kids to play on, a snack bar for the hungry fit people after a great workout in the premium gym. Of course those aren't the only features in this complex but if I did state all of the you would be reading this all day. I would locate this complex at Mcdonald field because there is a lot of room to put this fitness center, the fitness center itself is 0.5 acres of land. Of course the baseball fields would be ruined but for the first month that the center is open the profit would go to a new baseball field which would locate on muraco school's field.

My athletic center has many benefits that would help the town. One benefit for the town would be that the town would be a lot more active and healthy. The town would be more healthy because it would take people off their couches and into the weightroom. Another reason why building would benefit the town is that many jobs would open up. This would be a benefit because the job would pay people to do good financially. The final reason why the William R. Gindel would benefit the town is that it would be convenient. This Complex would be convenient because everytime that someone wants to play sports indoors you have to go far away but the sports complex would be a short distance away so that you can get in shape. Without a doubt the William R. Gindel sports complex would be a good addition to the town of Winchester.

Sincerely,  
Will Gindel

Dear Mr. Grenzeback,

I am writing to you to inform you my of idea for a new hockey rink called Williams Ice Rink. The Williams Ice Rink includes two indoor hockey rinks, five locker rooms, a snack shack, and a bathroom. It also comes with bleachers right beside the rinks. The total area of the rink is 123,970 ft<sup>2</sup>, or 2.85 acres. On google earth, I found that this athletic center would fit on Skillings Field, while still not taking it all up.

One benefit of Williams Ice Rink is that kids who play for the Winchester Hockey Program won't have to drive to towns far away to practice. I play hockey and am always wishing for a local rink. Whenever I have practice, I always have to drive to some other town, and it is harder for my parents to get me there. It would be helpful that you don't have to drive far away. On top of a local rink, it includes a snack shack so kids can grab a snack after practice. Another benefit the Williams Ice Rink would give to Winchester is that it could fit more than just one team. Instead of just one rink, this building holds two olympic sized ice rinks. That way, four teams could split the ice. This is clearly a rink that would change the way parents and kids look at hockey. Thank you for your time and consideration!

Sincerely,  
Mia Williams

Dear Mr. Grenzeback,

I would like you to consider the following proposal for a hockey rink complex in Winchester. Dente's Rink would be a hockey hub for the residents of Winchester. There would be 2 full size hockey rinks, and 8 locker rooms with bathrooms in between. The rink would also feature a lobby with an office, as well as several food options for families enjoying the center. There is a snack bar which serves patrons snacks like chips, and candy as well as a fast food bar that serves heartier options like hotdogs, hamburgers, and chicken fingers. Not only that, but there is a gym/ off-ice training area in the back, that will be open to the public to come and enjoy. The complex also features plenty of seating, with a closed-in above ice viewing area, and bleachers beneath it. Another wall of seats will ensure everyone has a spot to watch the game.

Countless people in Winchester play hockey, and have to drive 10 minutes (if they're lucky) to go to practice. Many more have to drive up to 35 minutes to get to a rink on a weeknight. Not to mention those hour drives to games families have to suffer through. Located next to Morocco's soccer field, this 3.1 acre facility will make resident's lives easier, as well as grow the Winchester Hockey Program. Dente's Rink will be a great add on to the community, opening up families to skating. There could even be a figure skating club for those who don't want to play hockey. The town could also make money off of the rinks by renting them out for birthday parties, and to clubs that want to use the ice. Thank you for your consideration.

Sincerely,

Alexandria Dente

Dear Mr. Grenzeback,

First off, I would like to thank you for taking interest in reading my proposal. My true plan is a fantastic athletic center that takes up about 1.19 acres of land in Winchester. This beloved town would thoroughly enjoy an athletic center with as many tremendous features as mine, Badger Sports Capital. Not only will it provide our residents with a cozy lounge, and a delicious Cafe, but also full size pool, with refreshing water, and much more.

You are already envied for the wonderful work you do for this fabulous town, but I am positive that more respect will come your way if you consider my center as an addition for this town. One of the largest benefits of Badger's Sports Capital is full size olympic pool. Why is this a benefit? Well, it will give our town a place to take a dip all year round, no membership required! Are you tired of a town with unemployed people? If yes, my fantastic location for fun, will be needing many employees for lifeguards, waiters, etcetera. Not only will it supply residents in search of a job with a salary, but also provide Winchester with additional revenue for education, athletics, and more. Without a doubt, Badger's Sports Capital will be a grand addition to our town because of the jobs it will supply, the pool that is accessible for all, and the additional revenue for Winchester. I truly appreciate your consideration.

Yours Truly,  
Charlie Badger

Dear Mr. Grenzeback,

I have a request that I hope you deeply consider. I propose a new sports complex in Winchester. This active arena will include many different sports. Including rather known sports such as Ultimate Frisbee, and Beach Volleyball. There is also fun and different activities like Bowling, Ping - Pong, Shuffle Board, Bocce, and even Curling and Fencing. Also, you can get courageous with the Ropes and Ziplines, or the Trampoline park. Need a break? Chill out in the food court and rest area. Or hang out at the Smoothie Bar after coming from the yoga studio. This will not only open doors for kids, but parents can work out while watching toddlers in the play area. This complex is rather large, 4.15 acres, so, an appropriate place to put this could be the "Lohnes Estate," on Myopia Road.

I want to build this building to open opportunities for kids who don't enjoy many regular sports, a place that could make sports comfortable and not forced to go to practice or be on a team. The building main focus is to open opportunities for kids who do not enjoy things many things that kids do. Maybe it is not being offered in Winchester, or maybe it the number of participants is not a big enough number. I hope that Ava's Athletic Arena will change that. As a kid who does enjoy "normal" sports, I still can see myself going there, especially for birthday parties, which could be a main selling point.

As you can see, Ava's Athletic Arena will open doors with unknown sports, and fun activities with all the other add ons a regular complex may have, while still becoming a Winchester attraction.

Sincerely,  
Ava Lawler

Dear Mr. Grenzeback,

I would first of all like to thank you for reading my proposal for a multisport center that could give people to swim, play basketball, and play many more sports in one area. The center would be called the Fajkowski Athletic Complex, and would be a rectangular center that takes up 2.01 acres of land. This would let it easily fit on the corner of Schillings Field, with room for a parking lot. The inside holds an olympic sized swimming pool, a regulation ice rink, a judo studio, and a full basketball courts. Also, throughout the building there are snack bars and locker rooms to meet everyone's needs.

This new center would bring many great benefits to the town. Due to the fact that it has a ice rink and a swimming pool, it would give the town two new sports arenas that we do not yet have. The Winchester hockey program would no longer have to drive to the Flynn Rink, instead, there would be a closer alternative. The Winchester High School would no longer have to get up early before school to practice in Medford, they could practice after school in a local swimming pool. The basketball and judo courts could be used both for classes and for playing basketball games, as well as for holding martial arts competitions. It would be an inclusive place that you could use by buying a cheap membership, or if you belong to a team that practices there, you could use the arena for free. Thank you for considering my idea to build a place that would make this town even better than it already is.

Sincerely,

Wyatt Fajkowski

Dear Mr. Grenzeback,

I write to you now because I like to make a proposal for a new sports complex in Winchester called the Nigro Sports Dome. This 1.9 acre complex will include one full size hockey rink, 4 locker rooms, 1 baseball field, 2 bathrooms, and 5 stands to watch the action. As I looked around Winchester it is clear that my 1.9 acre will fit perfectly on the 2.8 acre McDonald Field.

There are many reasons why we should build the Nigro Sports Dome. One reason is that people would have more job opportunities in Winchester and the town would make more money. Another reason why we should build the Nigro Sports Dome is that kids don't have a place to play hockey in Winchester the closest rink we practice at is Flynn Rink and that is 15 minutes away or more with traffic. Some teams have to drive to Malden, Cambridge, and even BBN High School. Lastly, in case a baseball game gets rained out there will be an indoor baseball field. You probably now understand that we should make this sports complex in Winchester.

Sincerely,  
Michael Nigro

Dear Mr. Grenzeback,

I am writing to inform you about my new athletic center, which is nothing more than an ice hockey rink. My rink has 16 locker rooms, so 8 on either side, it also has a 180 by 30 feet strength and conditioning turf in the back, and a closet for supplies on one side, and a zamboni place on the other side. My rink also has a 60 by 180 foot lobby. Which includes two 10 by 8 feet bathrooms, a 30 by 20 foot office, and a 20 by 20 foot snack bar that includes the kitchen. Then the rest of the lobby is lobby space. Then of course there is the actual ice rink, it is a full sized 98 by 200 foot rink, with bleachers and hallways around it. The hallways are each 8 feet wide, and most go from the turf to the lobby, or from the bleachers to the other side bleachers. My entire athletic center is 36,000 square feet, or 0.82 acres. Not including the parking lot.

Now you may be thinking why should we build a hockey rink, and where would we put? I have those answers. First the perfect place to put it is on one of the high school's big soccer fields. It should go there because the high school is already being renovated, and the high school will still have one other field. My athletic center should be built for many reasons, including that we don't have a hockey rink in winchester. We share a home rink with another town, while we deserve our own. Having our own rink in Winchester may encourage kids to want to play hockey, or encourage parents to let their kids play hockey. Parents will see that there is a rink in Winchester, and they will not have to drive as far to get to it. My rink could also improve our hockey program. It could improve the program because, if when we are sharing the rink the practice times are always different because we have to work with their schedule too. If you have things on other days of the week you can't always go to practices, so having our own rink would allow us to have more practices, that are regularly scheduled.

Sincerely,

Alyssa Freedman

Dear Mr. Grenzeback,

I write to you today because I want to make a proposal for a athletic center. This is only .72 acres which is why I would like to take out field B at Nutile field, and the snack bar. I know I am taking out a field and snack shack, but I have batting cages and a snack bar included in my sportsplex. Also I have included a pool to cool off after a baseball game, a parking lot to add to Nutile because there is not a lot of space to park at Nutile and you end up parking outside the park on the street, and a bowling alley plus a miniature golf course for a fun activity if your bored after a game. I think this is a perfect fit for Nutile because of the activities it has and the benefits it brings to Winchester.

Some of the benefits that my athletic center will bring to Winchester is that this athletic center is public and most of the clubs in Winchester are private. This makes it open to all people in Winchester and it's not excluding families like the country club. Also There is a miniature golf course and a bowling alley which are good birthday party places, and they are in your own town. So you don't have to drive 30 minutes to get to a place just to spend time there for an hour. So, Mr. Grenzeback. Would you accept my offer for the new Nutile sportsplex?

Sincerely,  
Nick Hart-Nibbrig

Dear Mr. Grenzeback,

I think that Winchester would end up being a much more enjoyable town if it had the center I am proposing. I think tt a big problem for Winchester is that we have no hockey rinks. Every time you have a hockey practice you have to drive for at least twenty minutes. I think that if we had a hockey rink more people will want to play hockey therefore making us have better teams! If we can get a great hockey rink that's really high quality and also have a track in the same building that is a jackpot! All are tracks are always being used by track teams and other organisations. If we build a really nice track with lots of stands and locker rooms for the athletes to then the tracks we have now like the middle school track will most always be open for someone who wants to get a running workout. My athletic center also has a snack bar that you could get drinks, or light snacks to refuel you for your sport so you can play all you want.

I have found a perfect place to put my 1.64 acre complex. Mcdonalds field has no end to it's outfield. And the smaller diamond isn't used many important games, in fact it's pretty much only used for some triple A games. My facility fits in perfectly in Mcdonalds field, there is still room for a big, but not that big parking lot so that the people who live near it won't have people parking out in front of their house all the time All of Mcdonalds field is around two or three acres. I only need 1.64 acres, without a parking lot. Those are all the reasons that I am requesting winchester Massachusetts to take my advice and build the "O'Brien Sports Center.

From,  
James O'Brien

Friday, May 27

Dear Mr. Grenzeback,

I am writing to you to inform you about my plan of a new athletic center called SkyRunner. It is called SkyRunner because of how of the butterflies fill up your stomach in mid-air when in my activities. The ropes course will include things like a tightrope, and wooden boards connected by string with no rails. Of course this would be with the safety of harnesses, holding you so ,if you fall of the course you can just get back on without any harm. The ropes course will also include two ziplines going over the pool. One of the ziplines will be going towards the wooden platform while the other goes back towards the zipline. On the other hand, the snack bar, bakery, and indian restaurants are all causal that you can go to if you are wet or dry. They will have healthy food that will make your exercising pay off. Of course their is a 45 foot climbing and bouldering wall which will make people really feel they're in the sky. These are not all the activities at this 2.5 acre activity center but I think these will be most popular. The location is also perfect to, because it fits snug with some extra land to have landscaping.

SkyRunner has many benefits to the town too, like giving people jobs and, making fun activites more affordable and public for families. The activities are for all ages making it so whole families can go without leaving anyone behind. Not only is it open to all ages but everyone will enjoy the activities. This is very important because it will mean more people will come and more money will be earned. Otherwise, the only other good ropes course near us is in Burlington. That's a long drive for families but if we have SkyRunner in our town people will be able to walk to a affordable ropes course. It won't just be close to home but also public to everybody. My experience is that all the activity centers in Winchester are not public. The ones that are not public but still are popular are the boat club and country club. If you think how popular these are and they only include a few normal sports imagine how popular one that is public and has many different sports will be. Although it does do all of the above, it will give teenagers jobs and adults who need them and keep them busy. This could educate kids about how jobs work and what you do in a everyday life when you're by yourself. This would help the community in all of these ways and many more.

Thank you for thinking about my athletic center,  
Lucy Patalano

Date: May 31, 2016

Dear Mr. Lance Grenzeback,

I would first like to thank you for reading my proposal. The Muse Hockey/Conditioning Complex is going to take up .5 of an acre and features two rinks both unregulation game size rinks (one rink is 91 ft by 56 ft, and the other being 56 ft by 35 ft), which will be perfect for young children learning the game, and Winchester Youth Hockey practices. Also, this complex includes a strength and conditioning room and a cardio room. Whether you just got off the ice or just having a regular workout you can always find an activity that can suit you.

If you accept this offer for the Muse Hockey/Conditioning Complex then there will be many benefits for the town of Winchester. One benefit being that it doesn't take up 2-3 acres like other sport centers. This complex is only .5 of an acre which could perfectly fit in a place in Winchester such as Skillings Field. With the Muse Hockey/Conditioning Complex, some people will not have to lose their homes due to a sports center. The last thing the Muse Hockey/Conditioning Complex will bring to Winchester is that Winchester Youth Hockey (WYH) will not have to drive all around the state of Massachusetts just to hold a 1 hour practice. Even though the rinks are small, you can still hold a well organized practice.

I would like to thank you for taking your time to consider my proposal.

Sincerely,  
AJ Muse

Dear Mr Grenzeback,

I am writing to you in hopes you consider putting my athletic center in winchester. My Athletic center includes a olympic sized swimming pool, a rock wall, a 335 ft zipline area, a cycling room with treadmills and weight lifting machines, it also has a basketball court, a yoga room, a karate room, a game room, a lounge, and finally a snack bar. I propose that the Winchester Athletic complex be located on the big hill by Ambrose. The complex will be able to suit people of all a ages. It will also provide a fun after school place for students who go to Ambrose. The building will take up 1.4 acres of land which will fit on the Ambrose hill.

There are many benefits to the Winchester athletic complex. For instance the building will offer jobs for teenagers to make some more money. Also the complex will give some more revenue to the town of Winchester. Adding on to that it has many activities in one building. There is also more benefits to this building. A family will only need one membership to use this facility then having to travel all over and buy different memberships for the facilities they want to use.

Thank you for your time and consideration  
Dylan Colt

Dear Mr. Grenzeback,

I am writing to you to inform you of my idea for a new athletic center, called "Luthern Athletics." It will include 2 indoor soccer fields, so fellow soccer fans can play on new turf. It will also include a basketball court, and a practice basketball court, so basketball players can now play on a real court, instead of a multi - purpose gym. If any players on any sport in my center leave a game hungry, my Snack Shack will keep anyone full. My center will perfectly fit in a tiny fraction of Skillings, because all it needs is 59,311ft, or 1.5 acres of land.

Though you may want to keep Skillings, my athletic will have many benefits to the town. One benefit it will give is devoted soccer players can train their skills any season of the year, at my public center. Also, Basketball fans can play and now be more into basketball than before, because they can play on a real NBA court, instead of a multi-purpose gym. The final reason to make my athletic building is it will give more jobs to maybe younger kids, like high schoolers. It would be a great afternoon job to be a referee , or just have a spot in my center. Personally, I think this new athletic center could change the way sports are looked at in Winchester. Thank you for thinking about my idea of a new athletic center, and I hope you can take my plan into consideration.

Sincerely,  
Brett Luthern

Dear Mr. Grenzeback,

I'd like you consider the following on the proposal for the Shoffner Athletic Complex. The complex would include a large pool, a kiddie pool for the little kids, men's and women's locker rooms, men's and women's bathrooms, a snack bar and tables, a judo studio, a yoga studio, and batting cages. I have found a spot in Winchester that is large enough so that it able to house this 0.52 acre complex - the field behind Ambrose Elementary School.

Families can come to the Shoffner Athletic Complex and do what sports or activities they love. Also, unlike the Boat Club or Country Club the complex is public so, they don't have to be put on a waiting list to get in. Finally, the Shoffner Athletic Complex would cost less for families because it has more sports and activities all under one roof and you only need one membership for the one complex instead of having to travel to multiple buildings for all the activities you like to do and needing multiple memberships which will cost families a lot of money.

Thank you for your time and consideration,  
Quinn Shoffner

**Dear Mr. Grenzeback,**

**I am writing to inform you about my proposal of an addition of an athletic center to Winchester. The Roake Athletic Center will be located at McDonald Field, taking up just over 2 acres of land, (2.07 acres). At the Roake Athletic Center, kids and families will be able to play football, basketball, hockey, and go swimming!**

**People will be able to do these activities and sports all year round, winter, spring, fall, summer, rain or shine, since the activities are indoors. Kids can play hockey tournaments without having to leave town, and can play the sports on their own time. The Roake Athletic Center will be public and open to all, unlike the Country Club or Boat Club, where you need to be a member. The Roake Athletic Center will also allow many people to have jobs, such as working at the main office, Snack Shack, or any of the sports rooms. Thank you for your consideration.**

**- Leila Roake**

Dear Mr. Grenzeback,

I have an idea for an athletic center in Winchester that I hope you will consider. The center could be called , Winchester Fit, and could be located on Skillings field. The field is about 5.9 acres and if we were to put an athletic center there, the design I have will only take up 1.45 acres of space leaving 4 acres for the high schoolers field and 0.45 acres for a parking lot. Inside there would be a rock wall, a pool, a hiking center, a snack bar, and a rock wall in a pool to name a few features. There would be two pools one with a swim up bar for relaxing and just having fun, and the other would have a diving board and would be for competitive swimmers and divers. The rock wall would be an enjoyable activity for older adventure seekers. The hiking center would provide information about the Fells and recommend trails for hikers and have guides for families.

The Winchester Fit has many benefits including being a close to home, being a fun place for kids to go after school, and being a place for a quick workout in a busy schedule. No more driving to another town to drop your kids for swim lessons or rock climbing classes, it's right here not even 10 minutes away. If you have a lot of energy or are just looking for something to do it would be a fun safe place to go after school or during the summer. If you can't get a workout because you have a busy schedule and don't have time to drive far away, the center will give nice quick close workout. Thank you for considering Winchester Fit athletic center.

Sincerely,  
Allison Kinzer

Dear Mr. Grenzeback,

I am typing to you to propose a new athletic center for Winchester. My athletic center will include soccer and Judo. These two sports will be great for the town and for kids and adults who play these sports. I think the Bowers sports center will be a great fit somewhere on skillings field because there are many complaints about the geese on the grass field. The building takes up an area of 3.1 acres.

This would be a great benefit for the town and all of the citizens. One reason that the sports center would be very beneficial is that it will provide jobs for many people that need jobs and are good with sports. Another reason that this would be very beneficial is how it will create increased revenue for the town and will help pay for many new projects that may need money to be created. This is will also allow the sports community to grow and encourage people to play a sport. A third reason that this complex would be beneficial is that anyone would be able to rent the space, which would allow more and more people to be told about the complex and popularity will grow. The last reason that this project would be very helpful is that it would be very accessible to people in Winchester other than having to drive far away for a sport that you play. Thank you for your consideration for the Bowers Sports Center.

Sincerely,  
Andy Bowers

Dear Mr. Grenzeback,

I would like to propose the building of the Grenzeback Athletic Center on Muraco School field. I know this will take away some of the kid's playing space for recess, but there will still be a respectable chunk of grassy field for the children to play on. The center will have a kid zone, so if not many people go in the kids can go there and play for free. They should not need to do this, but if that chunk of leftover field isn't enough to fuel their childhood bodies, then I will happily make part of the center closed off for them to play in. The center itself will include two volleyball courts, two soccer fields, two basketball courts, a swimming pool, a gym, a kids zone, a track, a bowling alley, a ropes course, two boxing cages, two wrestling cages, two lobbies, and assorted snack bars, restrooms, and locker rooms.

You may think that the fact that this would take away some of the field for the Muraco School's youth, but there are many benefits that this would bring the town that I believe outweigh that one con. One, this center will be completely public. You may think that this fact would not be important, but many athletic center-like buildings are only private, or you need to join a club. I personally feel that this is very flawed. I feel like all the rich people get too many benefits and the public needs to get some of those same benefits as the wealthy people. We're all important and deserve about two thirds of the benefits that the wealthier people get. A second benefit of building this center is that there are swimming places, there are sailing places, there are basketball courts, but there isn't a single place in Winchester that combines many of them into one building and be open to the public. To be frank, there are no athletic centers in Winchester.

With that, I conclude my letter to you about building the Grenzeback Athletic center and hope you consider this possibility. Keep leading our town and have a great day!

Sincerely,  
Henry Coccoluto

Dear Mr. Grenzeback,

I'd like you to consider the following proposal for an Athletic Center located in Winchester. This facility would include a beach volleyball court, horseback riding arena, rock climbing, zip line park, trampoline park, and a yoga studio. These are only the activities within the center. It also includes a cafeteria, horse stables, daycare, locker rooms, parking lot, and bathrooms. All of these fun, but healthy activities could fit in a building located in the empty land behind Muraco School (near Leonard fields and the new soccer complex), and only being 1.63 acres in size. I would name this facility Schmitt's Sports Complex.

Having a facility could have many benefits for the community. Having a zipline would positively attract many kids, because the closest one is in Burlington, and many kids love to do intermediate and simple ziplines. Also, having horseback riding would be a nice add-in because I go riding in Acton, which is 45 minutes away, and it would be nice not to have to travel there when I could go somewhere a lot closer. There is a volleyball court within because I don't like having to travel all the way to the beach to play volleyball, and this also means people will only play once or twice a year. Along with the other activities, these sports could open new doors and let kids and adults explore new sports. I also provided a Cafeteria that will sell snacks, and more hearty foods, such as, hotdogs, hamburgers, chicken tenders, and tacos. This will be a benefit if people want to have birthday parties at the center, they can also have lunch. There is a Daycare within the complex so parents can come and work out without having to keep an eye on their mischievous 5 year old child. This athletic center would be a great addition to the Winchester community. Thank you for your consideration.

Sincerely,  
Helena Schmitt