



**TOWN OF WINCHESTER
PLANNING BOARD MEETING
TUESDAY, FEBRUARY 11, 2020 @7:30PM
SELECT BOARD ROOM**

	BUSINESS
7:30PM	Open Planning Board Meeting, Updates, Subdivision Close-out
7:35PM	10 Converse Place redevelopment discussion
8:20PM	Abby Road Subdivision
8:50PM	Executive Session: Employee Performance Evaluation
9:50PM	New Business not known at the time of the posting
10:00PM	Adjourn

	CORRESPONDENCE
	Petition No. 3898 – 16 Maxwell Road – GRANTED
	Petition No. 3897 – 36 Chester Street – GRANTED (GREEN BOOK)
	Town of Stoneham Public Hearings (GREEN BOOK)
	City of Woburn Public Hearings (GREEN BOOK)

2020 MEETINGS	
Tuesday Feb. 25	7:30PM Planning Board Meeting, Select Board Room
Tuesday Mar. 10	7:00PM Master Plan Steering Committee Meeting, Select Board Room
Tuesday Mar. 17	7:30PM Planning Board Meeting, Select Board Room
Tuesday Mar. 24	7:30PM Planning Board Meeting, Select Board Room



TOWN OF WINCHESTER

OFFICE OF PLANNING DEPARTMENT

BRIAN SZEKELY

Town Planner

71 Mount Vernon Street
Winchester, MA 01890

February 11, 2020 Planning Board Meeting

OFF HIGHLAND AVE/ABBY ROAD SUBDIVISION

Applicant seeks a release of all lots from subdivision control and set up a tri-partite agreement and a bond to begin the close-out process. The Applicant formally requested the release of all lots on January 14th with the following remaining work and subsequent costs. Below is the list that was provided by the Applicant.

- | | | |
|--|----------------|--|
| 1. Pavement top course | (\$10,000) | |
| 2. Landscape plantings along roadway (lot plantings shall be installed by home builders) | (\$6,000) | |
| 3. Install 2 ADA tactile plates on Highland Ave sidewalk | (\$500) | |
| 4. Build swale and berm in Highland Ave sidewalk | (already paid) | |
| 5. Install guardrail - this work to be initiated as soon as we clear the discussion at the next PB meeting | (\$16,875) | |

I informed the applicant that a bond would still need to be put up for any work not currently in the ground, regardless if he has paid something to a contractor. There will also be an increase in the total amount of money for the bond to account for prevailing wages and inflation over a 5 year period (if the Town has to finish the work), and any potential maintenance of the utilities or the road prior to the full release of the project to the HOA.

The Engineering Dept has developed their own memo regarding the plan set and if there are any outstanding issues that have not been fixed or have not been built yet. I have reviewed the Development Agreement, the Homeowners Association document, the Reciprocal Easements and Restrictions Agreement (RERA), and the Subdivision decision by the Planning Board and have the following comments.

Development Agreement.

Section I.B.3. Has there been \$5,000 put into escrow as this was supposed to occur at the time of closing?

Section I.E. Even though this says that Five Points is to apply for a front setback encroachment through the ZBA, this would occur at the time when a house was ready to be built, so this section only should apply to the entity that is building the houses that abut the neighbors along Dana Ave to the rear.

Section II.B- The Order of Conditions, the Covenant, and the HOA should be recorded separately, not as 1 documents so that potential homeowners can search for and view the correct documents. At this time, the Order of Conditions does not appear to be recorded at all, while the Covenant and the HOA are recorded under 1 document including the

decision, the Development Agreement, and the RERA. Legal should weigh in to determine if they can be recorded as a single document as it currently is, or if this needs to be changed. Either way, the Order of Conditions is still not recorded at this time.

Section III.C Five Points is to pay half the cost of the drainage work for the Saw Mill Brook project. They are to pay those costs at the later date of May 31, 2020 or the sale of the second house. To that end, this has not occurred yet, but it should be noted that the applicant has shown willingness to complete the subdivision but may sell off some or all of the lots and not actually build the houses themselves. Therefore, the money that is to be paid to the Town for 50% of the cost of the project could be tied to the sale of the second "lot" not the sale of the "house."

Homeowner's Association

No comments

Reciprocal Easements and Restrictions

No comments

Decision

No comments

Several issues related to the location of drainage structures and their associated easements have been brought up by the Engineering Department. The exact location of the structures and easements should be determined before a release of all of the lots. If all of the lots are to be released at this time, lot owners will have incorrect plans at the registry that do not show the actual location of the drainage structures located within the agreed upon easements (ie a portion of some of the drainage structures appear to be out of the recorded easement locations). Before a release of any of the lots could occur, confirmation that the drainage structures are located within the easement area must occur, and those as-built plans and easement documents/locations MUST be recorded at the registry so any potential lot owner has the correct layout and location of the easements and structures.

If the Applicant does not agree with any of the issues brought up by the Engineering Dept, the Board, though Section 7.5.4 of the Subdivision Rules and Regs, may "...retain independent consultants, at the applicant's expense, to perform inspections or to ascertain whether these regulations and construction specifications have been met."



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

TO: Winchester Planning Board
FROM: Beth Rudolph, PE, Town Engineer *BER*
DATE: February 6, 2020
RE: Abby Road Subdivision – Request for Release of Lots

The Abby Road subdivision was approved by the Planning Board on January 8, 2019. Over the past year, the applicant, Five Points Development, has moved forward with construction of the subdivision roadway. On January 14, 2020, Mr. Craig Miller of Five Points Development, submitted an email to myself and Town Planner Brian Szekely requesting release of the lots associated with the subdivision. In his email (attached), Mr. Miller outlined five remaining work items, and proposed securing the remaining work through a tri-partite agreement in the amount of \$33,375.

Since this request was received, the Engineering Department has reviewed the Development Agreement, the Planning Board decision dated January 9, 2019, and conducted a site visit on February 4, 2020 to evaluate the existing conditions. We offer the following comments as it relates to compliance with the approved subdivision plans and Development Agreement:

Compliance with Development Agreement Requirements:

- (1) Looped Water Main – Section I.B.3 requires the applicant to convey Parcel 6 to the Town, subject to an easement across Parcel 6 to North Border Road, and together with an easement across Parcel 5, for a looped water system for the Project. The Engineering Department can confirm that the looped water main has been installed, and has passed the required pressure test.
- (2) Utilities to Parcel 6 – Section I.B.4 of the Development Agreement requires Five Points to “extend the installation of sewer, gas, and electric utilities on Lot 5 to the boundary of Parcel 6, at its expense, in a manner reasonably satisfactory to the Town”. The Engineering Department can confirm that the sewer line has been extended to this boundary. The applicant has chosen not to install gas in the street, so that utility is not available, and the decision was made that it would be easier to run electric service from North Border Road into Parcel 6 than to come through Lot 5.
- (3) Demolition of 22 Highland Avenue – Section II.E requires Five Points to reimburse the Town for the demolition and disposal of the house at what was formally 22 Highland Avenue. The Engineering Department can confirm that the Town has been reimbursed for this work.

- (4) Reimbursement for Saw Mill Brook Drainage Work – Section III.C requires the applicant to reimburse the Town for 50% of the cost of the drainage work on Saw Mill Brook near the site. The Engineering Department can confirm that the drainage work has been completed by the Town, but the Town has not been reimbursed yet due to the timing of reimbursement payments outlined in the Agreement.

Subdivision Construction:

- (5) Interim As-built Plans – Prior to the release of the lots, the applicant should be required to provide an updated interim as-built plan for the project in accordance with the requirements of Section 7.21 of the Subdivision Regulations. The plans must be stamped by a Professional Land Surveyor and Professional Engineer, and include the certifications outlined in Section 7.21.2 of the Subdivision Regulations. Previous interim as-built plans were received on September 30 and November 11, 2019 (Attachment 1), but were not stamped nor did they include this certification.
- (6) Utility Easements – Over the past year, the applicant has made several changes to the design of the underground infiltration systems associated with the project. These changes were previously approved by the Engineering Department. Comparing the as-built plans provided on September 30, 2019 to Sheet S-1 of the approved subdivision plans, it appears that the infiltration systems have not all been installed fully within the easement areas laid out in the approved plans. The applicant should provide the Engineering Department with a plan overlaying the as-built location of the infiltration systems and other utilities on Lots 1 – 5 with the utility easements shown on Sheet S-1 (Attachment 2) of the approved subdivision plans. If the infiltration systems as constructed do not fit within the boundaries of the utility easements shown on the approved subdivision plans, the applicant will need to file new plans at the registry updating the easement boundaries. The Engineering Department recommends that this be completed before any impacted lots are released so that the deeds for sale of the lots reflect the correct utility easement locations.
- (7) Catchbasins – The approved subdivision plans called for the installation of four double-grate catchbasins in the right-of-way. The catchbasin details were shown on Sheet D-1 of the approved subdivision plans (see Attachment 3). These details show that the catchbasin grate was to have square openings and be installed directly against the curbing to prevent runoff from flowing around the basin. The detail also notes that the catchbasins grates shall be three-flanged. There are several issues with the catchbasins, as installed:
- a. Three of the catchbasins have been installed 3 to 7-inches from the curb line (see photos in Attachment 3). The fourth is in a driveway opening, so there is no curbing here. As a result, stormwater runoff can flow behind the basins and down the curblines, completely circumventing the drainage system. The catchbasins need to be reset to the curblines in accordance with the details in the approved subdivision plans. Additionally, instead of using straight curbing behind the basins, the applicant installed curb-inlet type, even though the basins are not designed to act as curb inlets. Leaves and other debris will collect in the indent in the curbing.

- b. At least two of the catchbasins are four-flanged, not three-flanged as called out in the approved subdivision plans. These basins shall be replaced in accordance with the approved plans.
 - c. Two of the catchbasin grates are a non-standard grate opening. The applicant shall provide calculations to show that they have the same inlet capacity as the standard, square grate, and if they do not, they should be replaced.
- (8) Sewer Manholes – There were six sewer manholes installed as part of the Abby Road construction, including one where the sewer line from Abby Road ties into the sewer line in Highland Avenue. The Engineering Department identified several deficiencies in these manholes during our site inspection, as noted below:
- a. Overall, the workmanship of the brick in the bottom of all the sewer manholes is poor quality, and very rough. The Engineering Department is concerned that solids and paper will get caught as sewerage flows through the manholes, causing clogging and back-ups. The inverts need to be repaired to address this concern.
 - b. All of the sewer manholes currently have water pooling in them, even though there is no flow connected to the system. The Engineering Department and DPW are concerned that the bottom of the sewer manholes are not positively draining. Prior to the release of lots, the applicant should be required to survey the inlet and outlet inverts elevations at each sewer manhole to confirm that the inlet is higher than the outlet and provide a plan showing that information to the Engineering Department, and to confirm that the brick at the bottom of the manholes is positively draining towards the outlet.
 - c. All of the sewer manholes have dirt and debris at the bottom of the manhole (see photos in Attachment 3), with SMH-3 being the worst. The applicant should be required to clean each sewer manhole prior to the release of any lots.
 - d. SMH-4 is completely filled with water. The applicant needs to investigate what the issue is here and remedy the situation. Additionally, the rim and cover on this SMH has been knocked off and needs to be adjusted (see Attachment 4).
 - e. The drop inlet connection in SMH-5 connecting the Abby Road sewer line to the pipe in Highland Avenue is not connected. Prior to the release of any lots, the applicant needs to reinstall this connection and secure it with stainless hardware to the satisfaction of the DPW.
- (9) PS#3 Manhole – PS#3 shown on Sheet C-3 of the approved subdivision plans needs filled with concrete between the manhole cover and the edge of curb (see photo in Attachment 5).
- (10) Curbing at Hammerhead – The curbing at the rear of the hammerhead needs to be cut to remove the overhang at the intersection of the two pieces of curbing (see photo in Attachment 6).
- (11) Pavement Quality – Following installation of the binder coat of pavement, the applicant had to dig out and repair a large section of pavement in the hammerhead because water infiltrated under that area and shifted the pavement (see photo in Attachment 7). The Engineering Department is concerned that similar issues may arise in other areas of the roadway; this will need to be monitored over the next several

months as the pavement settles and additional traffic is introduced on the site during construction of the homes. Also, the Engineering Department would like to highlight Section 8.4.4(a) of the Subdivision Regulations, which states that “no subdivision shall be accepted and no final release of a performance guarantee shall be given by the Board until the integrity of road pavement and drainage has been verified following a full winter in place.”

- (12) Stone Bounds – The stone bound on the south side of Abby Road near station 1+50 (see photon in Attachment 8) needs to be replaced and the drill hole redone. The current drillhole is at the edge of the bound. Other bounds should be inspected for similar issues and replaced as needed.
- (13) Construction Items still Remaining – In addition to the required repairs summarized above, there are several items that have not yet been completed as part of the subdivision, as outlined below. Some of these items overlap with the list provided by Mr. Miller in his email from January 14th, and some are new.
 - a. Guardrail – The guardrail has not been installed for the project. The Engineering Department is still waiting to review the detail for the Merritt Parkway Aesthetic Guardrail that was approved by the Planning Board at their meeting on January 7th.
 - b. Work on Highland Avenue – The curbing has not been installed on Highland Avenue in accordance with Sheet C-2, including the curb radii at the intersection of Highland Avenue and Abby Road. Additionally, the applicant has not installed the swale (east side) and berm (west side) in the grass strip in Highland Avenue as shown on Sheet C-4 of the approved plans. Concrete handicapped ramps need to be installed on Highland Avenue at the intersection with Abby Road, with ADA compliant tactile panels.
 - c. Landscaping – Final landscaping in the right-of-way in accordance with Sheet C-5, as well as loam and seed of the swale and berm in Highland Avenue and on Town-owned property in the temporary easement area.
 - d. Street Lights – The street lights have been installed, but are not powered up. Eversource has filed a Grant of Location with the Select Board for installation of the two new utility poles and conduit on Highland Avenue to supply the subdivision with power. Review of that GOL is on the Select Board’s agenda for February 24th. It is unclear to the Engineering Department if the wires have been pulled to the lights, or what additional work will be required to power up the lights beyond approval of the GOL.
 - e. Signage – In accordance with the signage shown on Sheet C-2 of the approved plans, five “no parking” signs, one stop sign, and one, double sided street sign denoting “Abby Road” (per Town standards) needs to be installed.
 - f. Final Paving – Completion of final paving on Abby Road, including raising and adjusting frames, grates, and covers from binder course to final pavement elevation.
 - g. Drainage System Final Cleaning – In accordance with Section 7.15.9(e) of the Subdivision Regulations, the applicant shall clean each drain pipe, catchbasin,

drain manhole, and appurtenant structure using either a high velocity jet or mechanically powered equipment at the completion of all construction on the subdivision and prior to the final release of security.

- h. *Certification of Stone Bounds* – Section 7.10.3 of the Subdivision Regulations states:

“No permanent monuments shall be installed until all construction which would destroy or disturb the monuments is completed. Placement and location of bounds shall be certified in writing by a registered professional land surveyor after installation of the street and shall be shown on the ‘as-built’ or record plans.”

However, the applicant has already installed stone bounds at the site. At the completion of all construction (roadway and house construction) on the subdivision, but prior to the final release of the security for this project, the applicant should be required to resurvey the bound locations and have a land surveyor certify that they are in fact installed in accordance with the approved subdivision plan.

- i. *Final As-built Plan* – Completion of a final as-built plan in accordance with Section 7.21 of the Subdivision Regulations.

Recommendation

Given the outstanding items related to the drainage system and sewer manholes, the Engineering Department does not recommend releasing all the lots from subdivision control at this time and converting security of the project to a tri-partite agreement. Further, the Engineering Department recommends that the Planning Board consider invoking its right under Section 7.5.4(a) of the Subdivision Regulations that states:

“The Board may retain independent consultants, at the applicant’s expense to perform inspections or to ascertain whether these regulations and construction specifications have been met.”

Attachments

Attachment 1 – Interim As-built plans from September and November

Attachment 2 – Infiltration system locations shown on the 9/30/19 interim as-built and Sheet S-1

Attachment 3 – Catchbasin detail from the approved subdivision plans and catchbasin photos taken February 4, 2020

Attachment 4 – SMH photos taken February 4, 2020

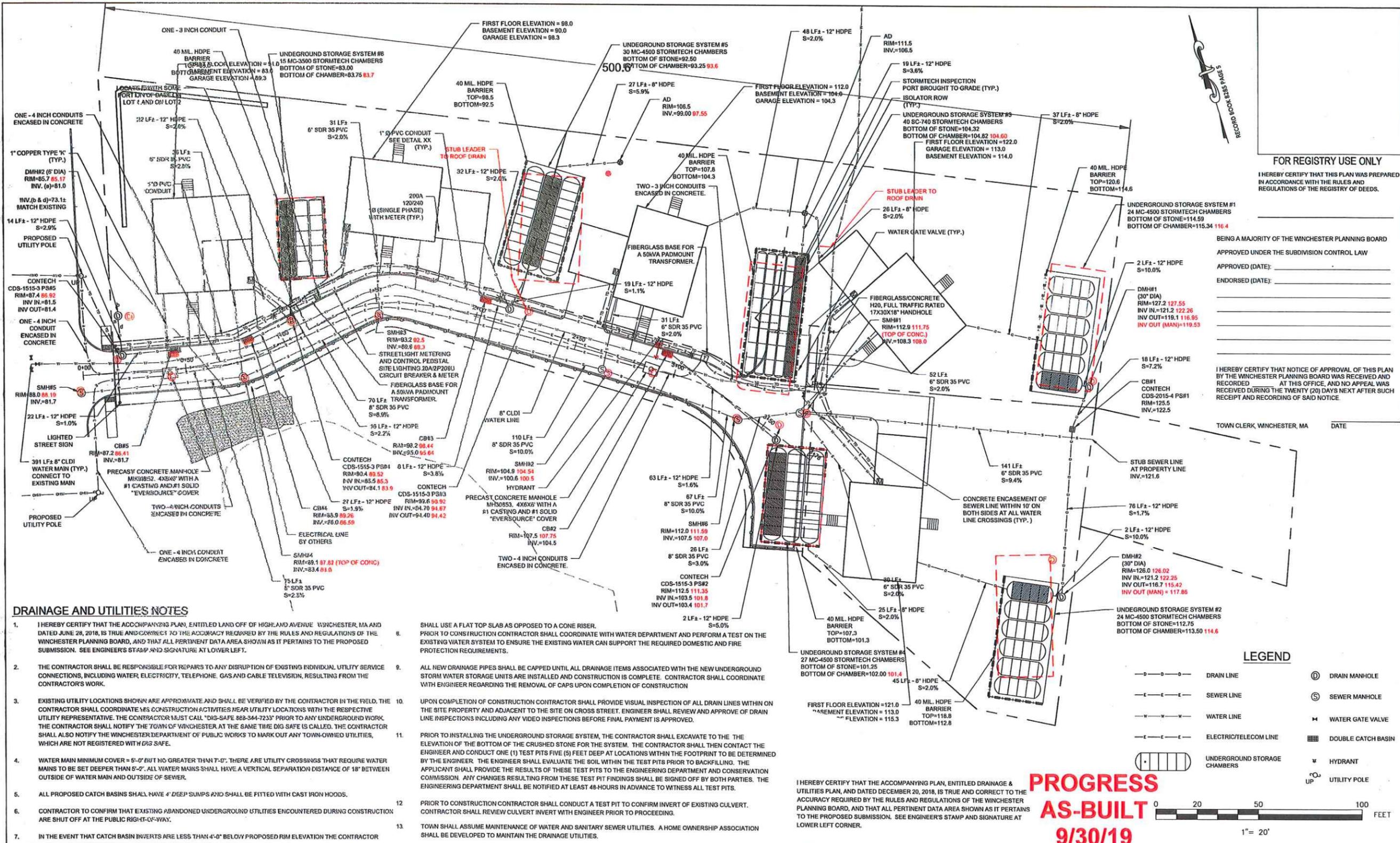
Attachment 5 – Photo of PS#3 taken February 4, 2020

Attachment 6 – Photo of curbing at hammerhead taken February 4, 2020

Attachment 7 – Photo of paving patch in hammerhead area taken February 4, 2020

Attachment 8 – Photo of stone bound for Lot 5 taken February 4, 2020

Attachment 9 – Email from Craig Miller requesting release of the lots



- ### DRAINAGE AND UTILITIES NOTES
- I HEREBY CERTIFY THAT THE ACCOMPANYING PLAN, ENTITLED LAND OFF OF HIGHLAND AVENUE WINCHESTER, MA AND DATED JUNE 28, 2018, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE RULES AND REGULATIONS OF THE WINCHESTER PLANNING BOARD, AND THAT ALL PERTINENT DATA AREA SHOWN AS IT PERTAINS TO THE PROPOSED SUBMISSION. SEE ENGINEER'S STAMP AND SIGNATURE AT LOWER LEFT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRS TO ANY DISRUPTION OF EXISTING INDIVIDUAL UTILITY SERVICE CONNECTIONS, INCLUDING WATER, ELECTRICITY, TELEPHONE, GAS AND CABLE TELEVISION, RESULTING FROM THE CONTRACTOR'S WORK.
 - EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD. THE CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION ACTIVITIES NEAR UTILITY LOCATIONS WITH THE RESPECTIVE UTILITY REPRESENTATIVE. THE CONTRACTOR MUST CALL "DIG-SAFE 882-344-7233" PRIOR TO ANY UNDERGROUND WORK. THE CONTRACTOR SHALL NOTIFY THE TOWN OF WINCHESTER AT THE SAME TIME DIG SAFE IS CALLED. THE CONTRACTOR SHALL ALSO NOTIFY THE WINCHESTER DEPARTMENT OF PUBLIC WORKS TO MARK OUT ANY TOWN-OWNED UTILITIES, WHICH ARE NOT REGISTERED WITH DIG SAFE.
 - WATER MAIN MINIMUM COVER = 5'-0" BUT NO GREATER THAN 7'-0". THERE ARE UTILITY CROSSINGS THAT REQUIRE WATER MAINS TO BE SET DEEPER THAN 5'-0". ALL WATER MAINS SHALL HAVE A VERTICAL SEPARATION DISTANCE OF 18" BETWEEN OUTSIDE OF WATER MAIN AND OUTSIDE OF SEWER.
 - ALL PROPOSED CATCH BASINS SHALL HAVE 4" DEEP SUMPS AND SHALL BE FITTED WITH CAST IRON HOODS.
 - CONTRACTOR TO CONFIRM THAT EXISTING ABANDONED UNDERGROUND UTILITIES ENCOUNTERED DURING CONSTRUCTION ARE SHUT OFF AT THE PUBLIC RIGHT-OF-WAY.
 - IN THE EVENT THAT CATCH BASIN INVERTS ARE LESS THAN 4'-0" BELOW PROPOSED RIM ELEVATION THE CONTRACTOR SHALL USE A FLAT TOP SLAB AS OPPOSED TO A CONE RISER.
 - PRIOR TO CONSTRUCTION CONTRACTOR SHALL COORDINATE WITH WATER DEPARTMENT AND PERFORM A TEST ON THE EXISTING WATER SYSTEM TO ENSURE THE EXISTING WATER CAN SUPPORT THE REQUIRED DOMESTIC AND FIRE PROTECTION REQUIREMENTS.
 - ALL NEW DRAINAGE PIPES SHALL BE CAPPED UNTIL ALL DRAINAGE ITEMS ASSOCIATED WITH THE NEW UNDERGROUND STORM WATER STORAGE UNITS ARE INSTALLED AND CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL COORDINATE WITH ENGINEER REGARDING THE REMOVAL OF CAPS UPON COMPLETION OF CONSTRUCTION
 - UPON COMPLETION OF CONSTRUCTION CONTRACTOR SHALL PROVIDE VISUAL INSPECTION OF ALL DRAIN LINES WITHIN ON THE SITE PROPERTY AND ADJACENT TO THE SITE ON CROSS STREET. ENGINEER SHALL REVIEW AND APPROVE OF DRAIN LINE INSPECTIONS INCLUDING ANY VIDEO INSPECTIONS BEFORE FINAL PAYMENT IS APPROVED.
 - PRIOR TO INSTALLING THE UNDERGROUND STORAGE SYSTEM, THE CONTRACTOR SHALL EXCAVATE TO THE ELEVATION OF THE BOTTOM OF THE CRUSHED STONE FOR THE SYSTEM. THE CONTRACTOR SHALL THEN CONTACT THE ENGINEER AND CONDUCT ONE (1) TEST PITS FIVE (5) FEET DEEP AT LOCATIONS WITHIN THE FOOTPRINT TO BE DETERMINED BY THE ENGINEER. THE ENGINEER SHALL EVALUATE THE SOIL WITHIN THE TEST PITS PRIOR TO BACKFILLING. THE APPLICANT SHALL PROVIDE THE RESULTS OF THESE TEST PITS TO THE ENGINEERING DEPARTMENT AND CONSERVATION COMMISSION. ANY CHANGES RESULTING FROM THESE TEST PIT FINDINGS SHALL BE SIGNED OFF BY BOTH PARTIES. THE ENGINEERING DEPARTMENT SHALL BE NOTIFIED AT LEAST 48-HOURS IN ADVANCE TO WITNESS ALL TEST PITS.
 - PRIOR TO CONSTRUCTION CONTRACTOR SHALL CONDUCT A TEST PIT TO CONFIRM INVERT OF EXISTING CULVERT. CONTRACTOR SHALL REVIEW CULVERT INVERT WITH ENGINEER PRIOR TO PROCEEDING.
 - TOWN SHALL ASSUME MAINTENANCE OF WATER AND SANITARY SEWER UTILITIES. A HOME OWNERSHIP ASSOCIATION SHALL BE DEVELOPED TO MAINTAIN THE DRAINAGE UTILITIES.

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.

BEING A MAJORITY OF THE WINCHESTER PLANNING BOARD APPROVED UNDER THE SUBDIVISION CONTROL LAW

APPROVED (DATE): _____

ENDORSED (DATE): _____

I HEREBY CERTIFY THAT NOTICE OF APPROVAL OF THIS PLAN BY THE WINCHESTER PLANNING BOARD WAS RECEIVED AND RECORDED AT THIS OFFICE, AND NO APPEAL WAS RECEIVED DURING THE TWENTY (20) DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK, WINCHESTER, MA DATE _____

LEGEND

- DRAIN LINE
- SEWER LINE
- WATER LINE
- ELECTRIC/TELECOM LINE
- UNDERGROUND STORAGE CHAMBERS
- ⊙ DRAIN MANHOLE
- ⊙ SEWER MANHOLE
- ⊙ WATER GATE VALVE
- ▣ DOUBLE CATCH BASIN
- ⊕ HYDRANT
- ⊙ UP UTILITY POLE

0 20 50 100 FEET

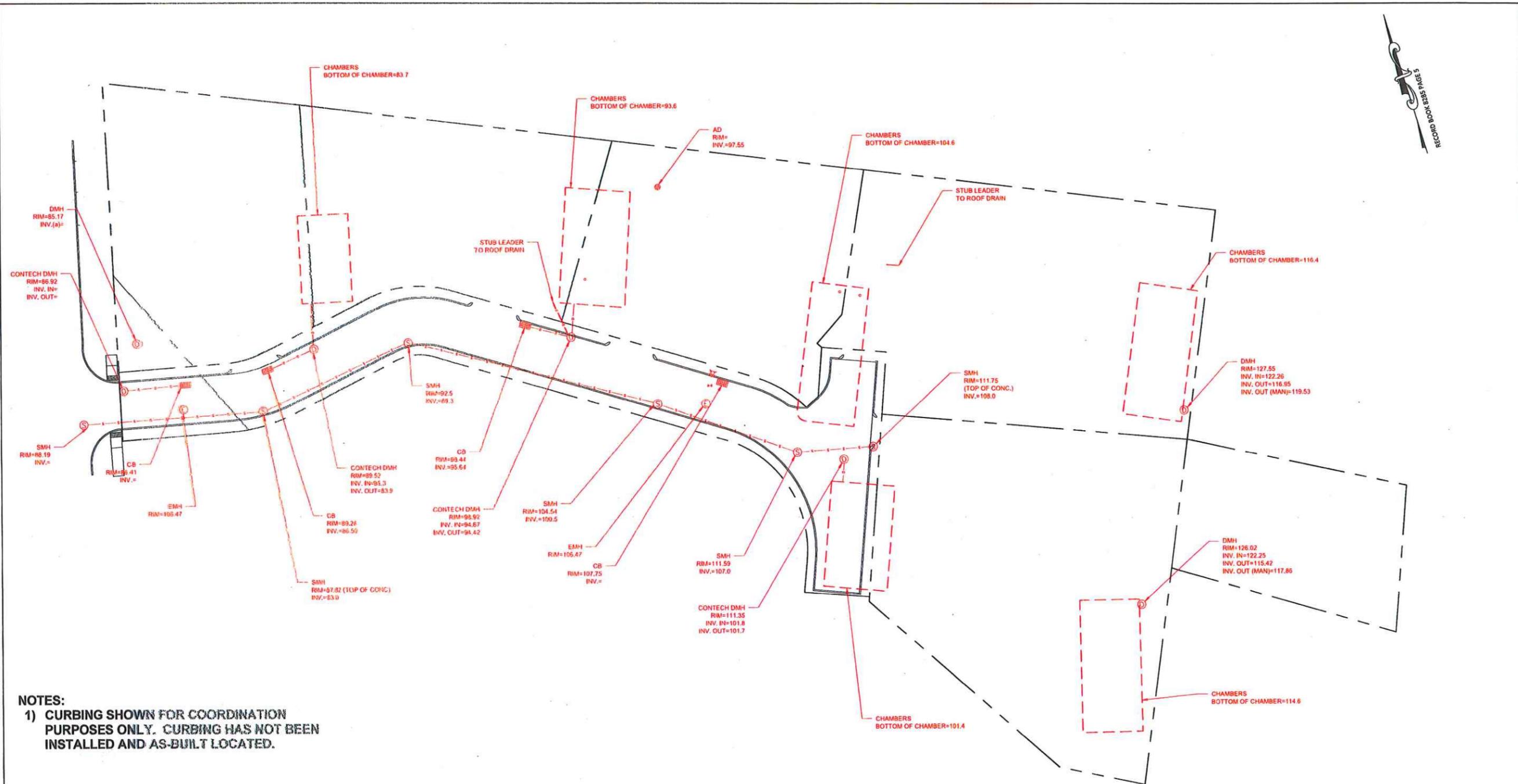
1" = 20'

PROGRESS AS-BUILT 9/30/19

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAN, ENTITLED DRAINAGE & UTILITIES PLAN, AND DATED DECEMBER 20, 2018, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE RULES AND REGULATIONS OF THE WINCHESTER PLANNING BOARD, AND THAT ALL PERTINENT DATA AREA SHOWN AS IT PERTAINS TO THE PROPOSED SUBMISSION. SEE ENGINEER'S STAMP AND SIGNATURE AT LOWER LEFT CORNER.

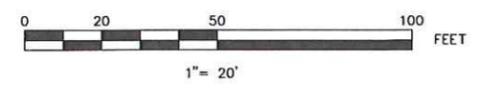
DESIGN BY: JRM DRAWN BY: JRM CHECK BY: CRM	DRAINAGE & UTILITIES PLAN SHEET: MOVED UNDERGROUND STORAGE SYSTEM #1 4-24-19 JRM MOVED UNDERGROUND STORAGE SYSTEM #2 5-3-19 JRM MODIFICATIONS TO STORAGE SYSTEMS #3 & #4 5-29-19 JRM MODIFICATIONS TO STORAGE SYSTEMS #4 6-6-19 JRM REDUCING BIT, CONC. DEPTH & REMOVING DRAIN PIPE 7-23-19 JRM EVERSOURCE POWER REFINEMENTS 8-23-19 CRM REDUCE CURB WIDTH AND DEPTH 10-1-19 JRM	APPLICANT: FIVE POINTS DEVELOPMENT, LLC 50 CROSS STREET WINCHESTER, MA 01890	PROJECT TITLE: DEFINITIVE PLAN SUBDIVISION OF LAND OFF OF HIGHLAND AVENUE - "ABBY ROAD" MAP 2, LOTS 178, 179, 180 WINCHESTER, MASSACHUSETTS	ENGINEER: WDG Waterfield Design Group 50 Cross Street Winchester, Massachusetts 01890 T 781.756.0001 F 781.756.0007	SCALE: 1" = 20' DATE: 6-20-19 WDG PROJECT NO: P-0264	DRAWING NUMBER: C-3 SHEET 6 OF 25
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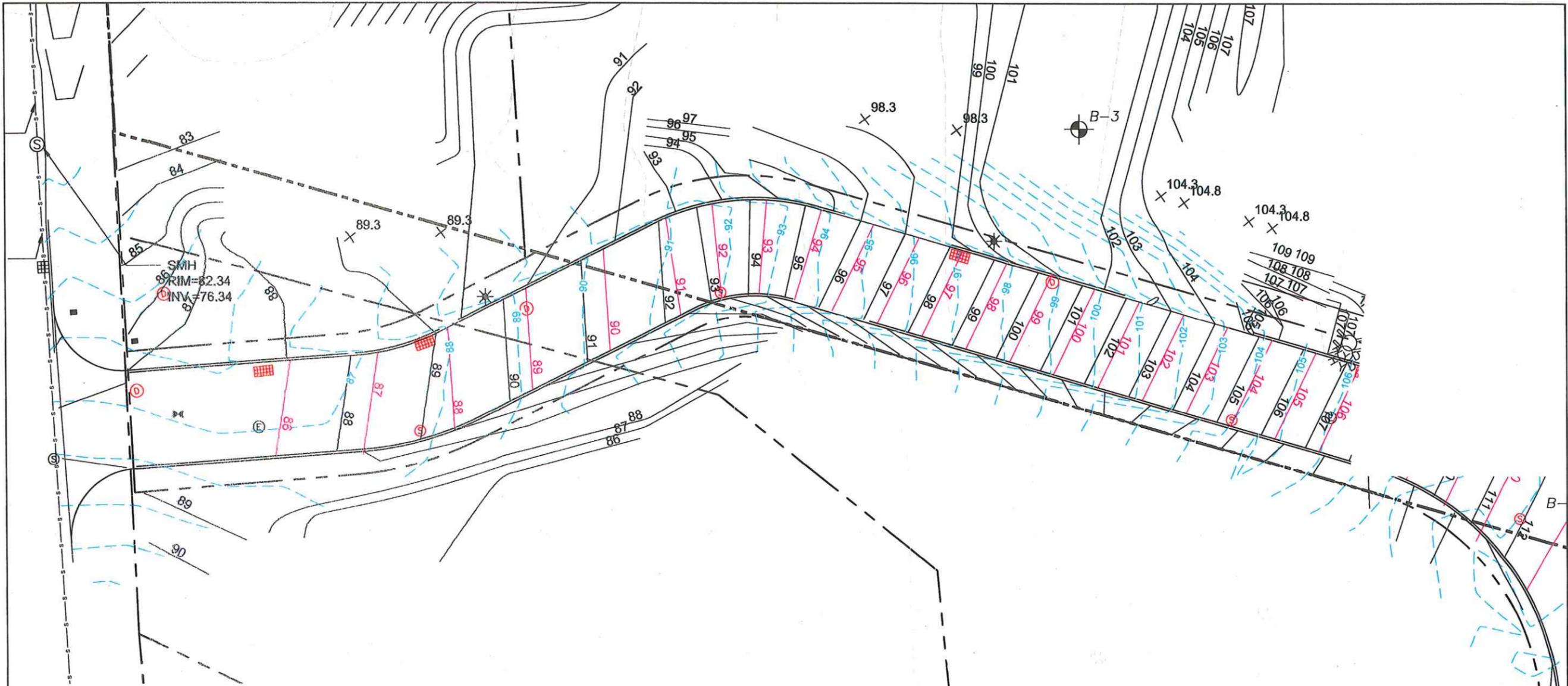
Attachment 1



NOTES:
1) CURBING SHOWN FOR COORDINATION PURPOSES ONLY. CURBING HAS NOT BEEN INSTALLED AND AS-BUILT LOCATED.

**PROGRESS
AS-BUILT
9/30/19**

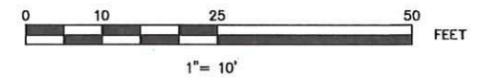




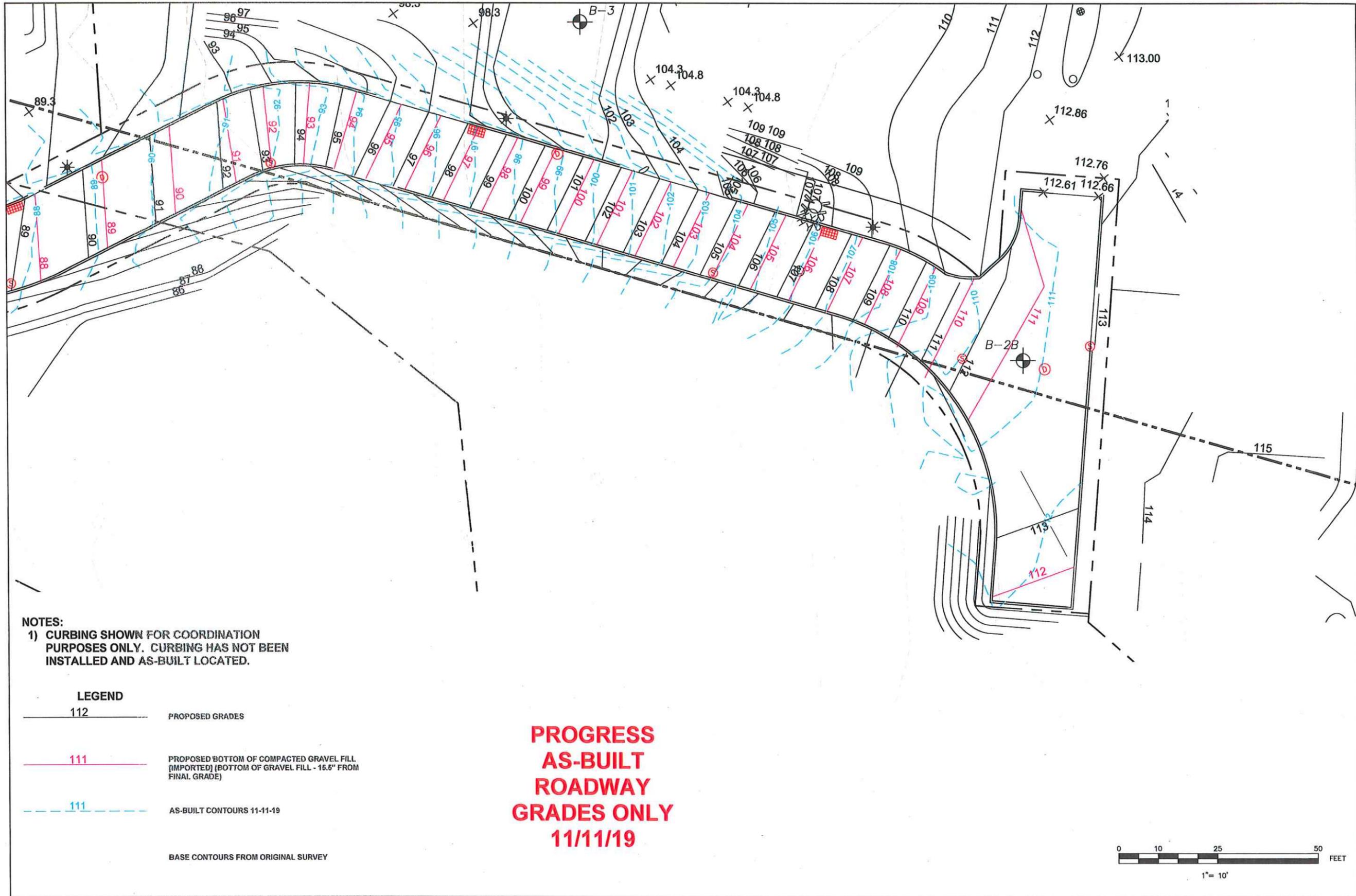
NOTES:
 1) CURBING SHOWN FOR COORDINATION PURPOSES ONLY. CURBING HAS NOT BEEN INSTALLED AND AS-BUILT LOCATED.

LEGEND	
112	PROPOSED GRADES
111	PROPOSED BOTTOM OF COMPACTED GRAVEL FILL (IMPORTED) (BOTTOM OF GRAVEL FILL - 15.5" FROM FINAL GRADE)
111	AS-BUILT CONTOURS 11-11-19
	BASE CONTOURS FROM ORIGINAL SURVEY

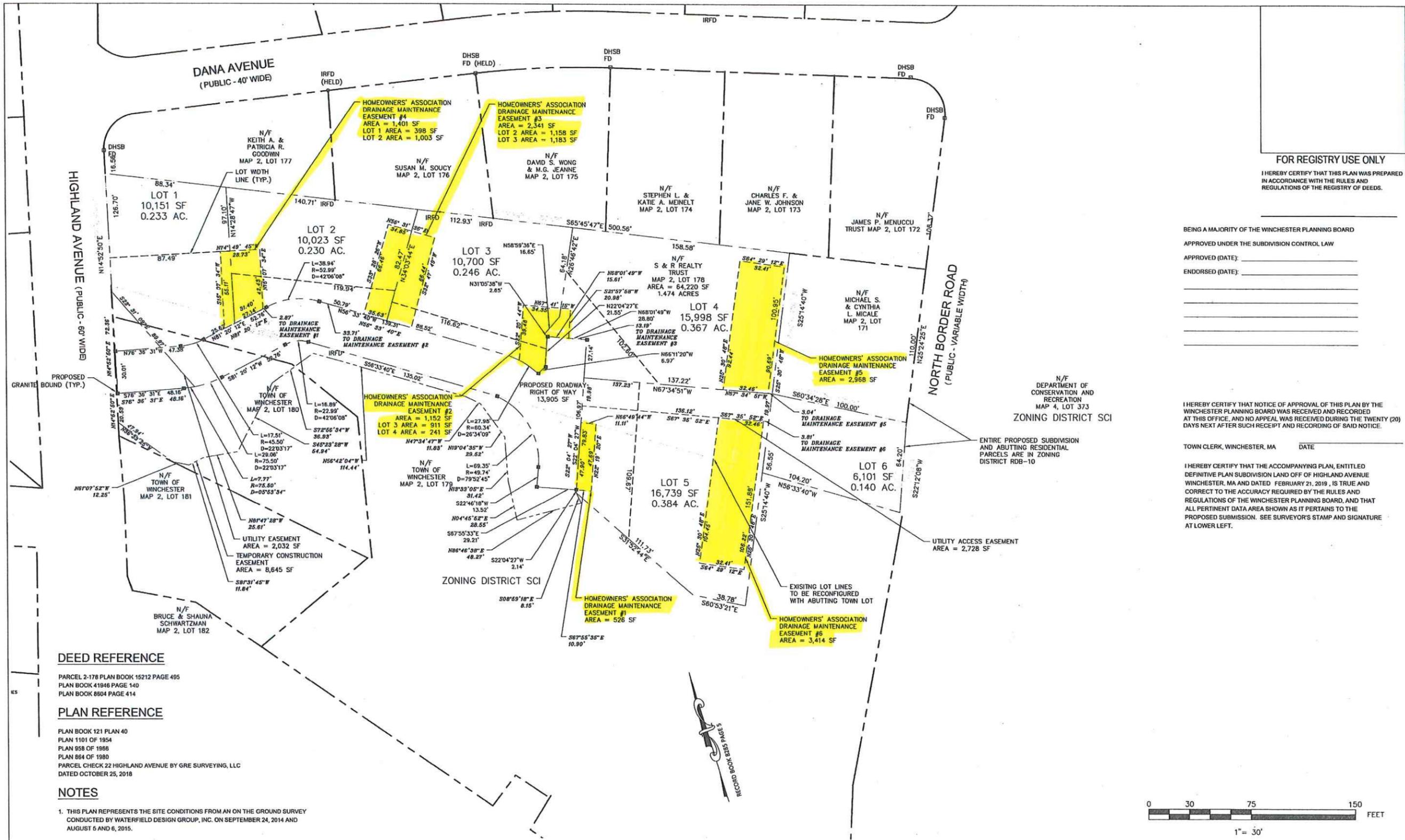
**PROGRESS
 AS-BUILT
 ROADWAY
 GRADES ONLY
 11/11/19**



Attachment 1



Attachment 1



FOR REGISTRY USE ONLY
 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.

BEING A MAJORITY OF THE WINCHESTER PLANNING BOARD
 APPROVED UNDER THE SUBDIVISION CONTROL LAW
 APPROVED (DATE): _____
 ENDORSED (DATE): _____

I HEREBY CERTIFY THAT NOTICE OF APPROVAL OF THIS PLAN BY THE WINCHESTER PLANNING BOARD WAS RECEIVED AND RECORDED AT THIS OFFICE, AND NO APPEAL WAS RECEIVED DURING THE TWENTY (20) DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK, WINCHESTER, MA DATE _____

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAN, ENTITLED DEFINITIVE PLAN SUBDIVISION LAND OFF OF HIGHLAND AVENUE WINCHESTER, MA AND DATED FEBRUARY 21, 2019, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE RULES AND REGULATIONS OF THE WINCHESTER PLANNING BOARD, AND THAT ALL PERTINENT DATA AREA SHOWN AS IT PERTAINS TO THE PROPOSED SUBMISSION. SEE SURVEYOR'S STAMP AND SIGNATURE AT LOWER LEFT.

DEED REFERENCE

PARCEL 2-178 PLAN BOOK 15212 PAGE 495
 PLAN BOOK 41946 PAGE 140
 PLAN BOOK 8804 PAGE 414

PLAN REFERENCE

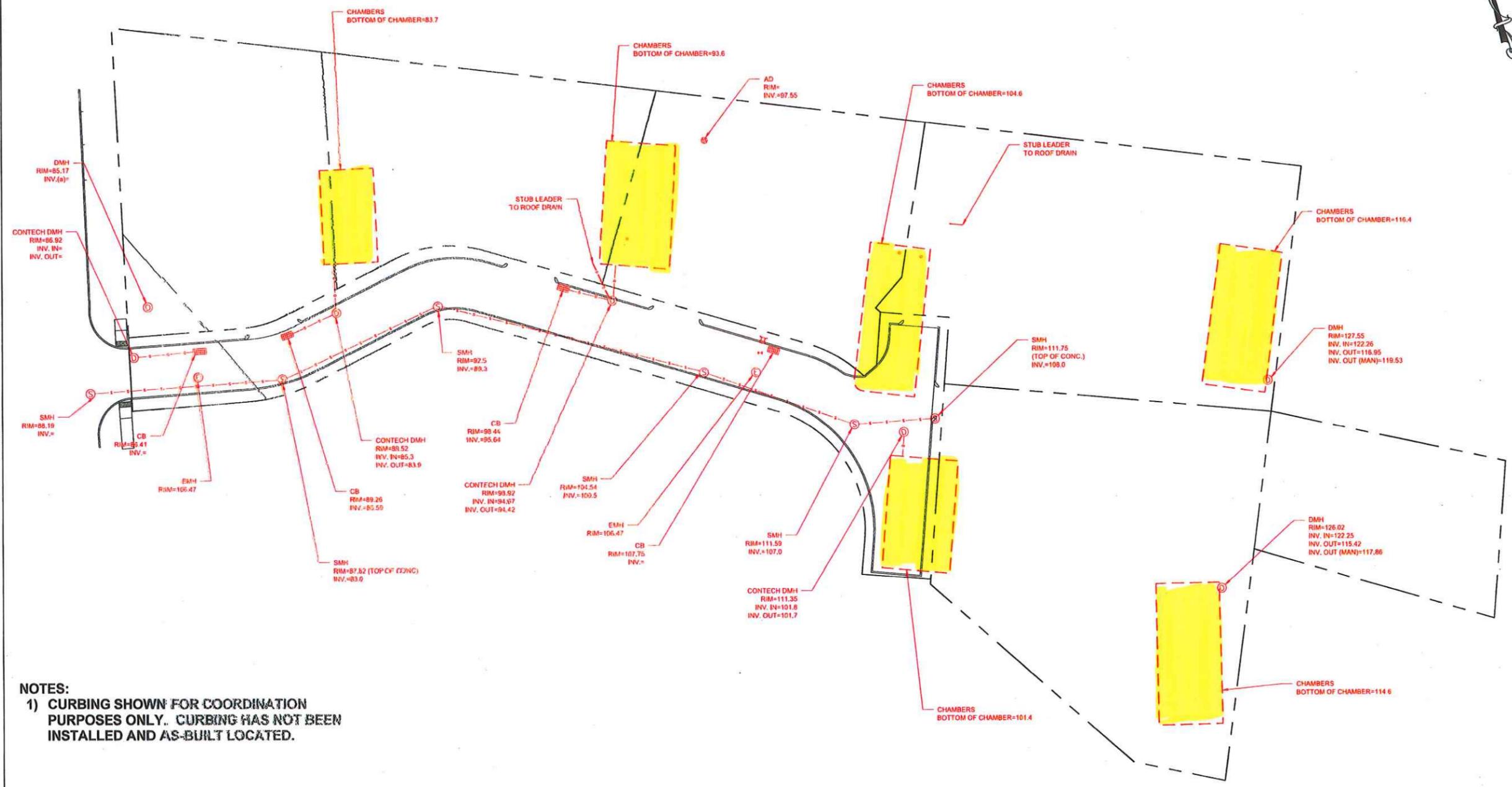
PLAN BOOK 121 PLAN 40
 PLAN 1101 OF 1954
 PLAN 958 OF 1966
 PLAN 864 OF 1980
 PARCEL CHECK 22 HIGHLAND AVENUE BY GRE SURVEYING, LLC
 DATED OCTOBER 25, 2018

NOTES

1. THIS PLAN REPRESENTS THE SITE CONDITIONS FROM AN ON THE GROUND SURVEY CONDUCTED BY WATERFIELD DESIGN GROUP, INC. ON SEPTEMBER 24, 2014 AND AUGUST 5 AND 6, 2015.

	DESIGN BY: JRM	LOT LAYOUT PLAN	APPLICANT:	DEFINITIVE PLAN SUBDIVISION OF LAND OFF OF HIGHLAND AVENUE - "ABBY ROAD" MAP 2, LOTS 178, 179, 180 WINCHESTER, MASSACHUSETTS	ENGINEER:	 Waterfield Design Group 50 Cross Street Winchester, Massachusetts 01890 T 781.756.0001 F 781.756.0007	SCALE:	S-1
	DRAWN BY: JRM		DATE		BY		DATE	
CHECK BY: BSK	REVISOR	DATE	BY	DATE	BY	DATE	BY	DATE
2-21-2019	REVISOR	DATE	BY	DATE	BY	DATE	BY	DATE
	REVISOR	DATE	BY	DATE	BY	DATE	BY	DATE

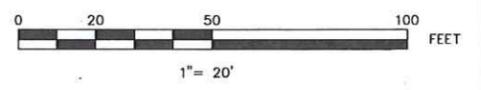
Attachment 2



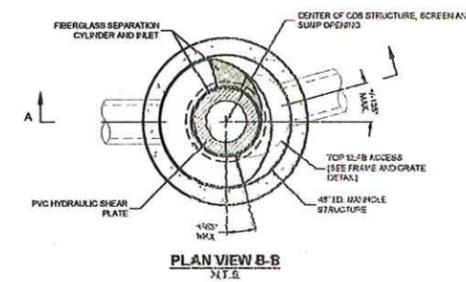
NOTES:
1) CURBING SHOWN FOR COORDINATION PURPOSES ONLY. CURBING HAS NOT BEEN INSTALLED AND AS-BUILT LOCATED.

**PROGRESS
AS-BUILT
9/30/19**

 As-built location of underground infiltration systems.

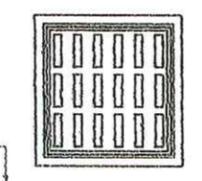


Attachment 2



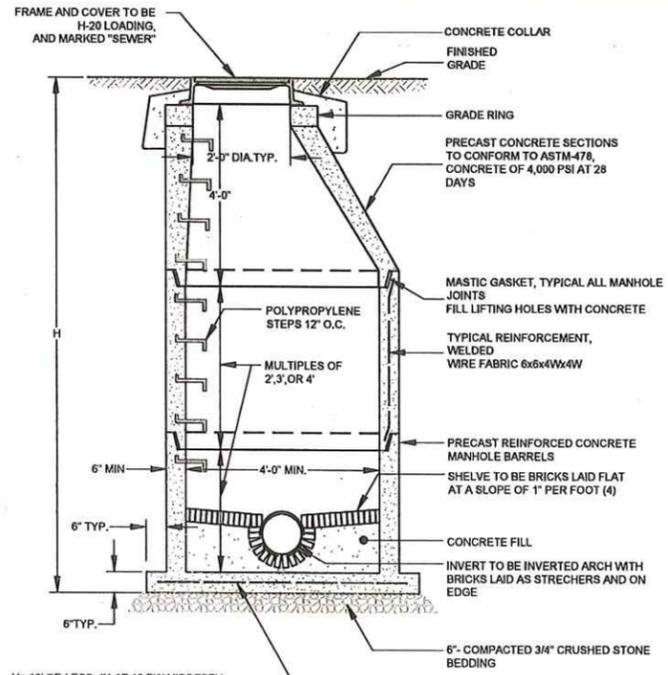
CDS2015-4-G DESIGN NOTES
 CDS2015-4-G RATED TREATMENT CAPACITY IS 1.4 CFS, OR PER LOCAL REGULATIONS.
 THE STANDARD CDS2015-4-G CONFIGURATION IS SHOWN. ALTERNATE CONFIGURATIONS ARE AVAILABLE AND ARE LISTED BELOW. SOME CONFIGURATIONS MAY BE COMBINED TO SUIT SITE REQUIREMENTS.

CONFIGURATION DESCRIPTION
GRATED INLET ONLY (NO INLET PIPE)
GRATED INLET WITH INLET PIPE OR PIPES
CURB INLET ONLY (NO INLET PIPE)
CURB INLET WITH INLET PIPE OR PIPES



PS #	INVERT IN (ELEVATION)	INVERT OUT (ELEVATION)
PS 11	122.5	120.5

- GENERAL NOTES**
- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
 - DIMENSIONS MARKED WITH (1) ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
 - FOR FABRICATION DIMENSIONS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH CONSTRUCTION PRODUCTS REPRESENTATIVE.
 - CDS WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
 - STRUCTURE SHALL MEET AASHTO H20 AND CASTINGS SHALL MEET AASHTO M240 LOAD RATINGS, ASSUMING GROUNDWATER ELEVATION AT OR BELOW THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
 - PVC HYDRAULIC SHEAR PLATE IS PLACED ON SHELF AT BOTTOM OF SCREEN CYLINDER. REMOVE AND REPLACE AS NECESSARY DURING MAINTENANCE CLEANING.
- INSTALLATION NOTES**
- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOATION PROVISIONS ARE SITE-SPECIFIC. DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
 - CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CDS MANHOLE STRUCTURE (LIFTING CLUTCHES PROVIDED).
 - CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
 - CONTRACTOR TO PROVIDE, INSTALL AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN.
 - CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT 1/8\"/>



- NOTES:**
- 5'-0\"/>

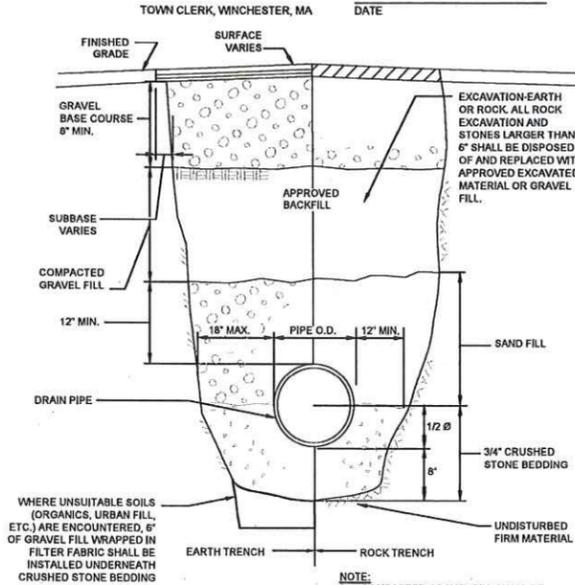
BEING A MAJORITY OF THE WINCHESTER PLANNING BOARD
 APPROVED UNDER THE SUBDIVISION CONTROL LAW
 APPROVED (DATE): _____
 ENDORSED (DATE): _____

I HEREBY CERTIFY THAT NOTICE OF APPROVAL OF THIS PLAN BY THE WINCHESTER PLANNING BOARD WAS RECEIVED AND RECORDED THIS OFFICE, AND NO APPEAL WAS RECEIVED DURING THE TWENTY (20) DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

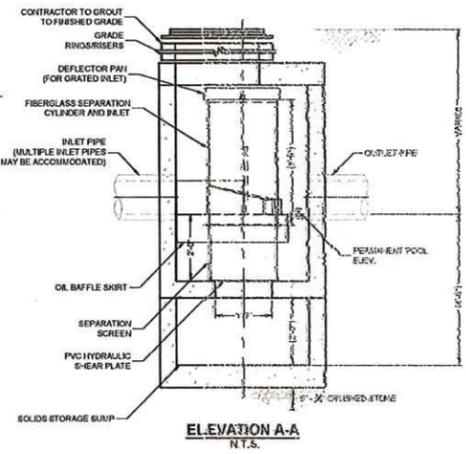
FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTRY OF DEEDS.

I HEREBY CERTIFY THAT THE ACCOMPANYING PLAN, ENTITLED DETAILS AND DATED FEBRUARY 21, 2019, IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE RULES AND REGULATIONS OF THE WINCHESTER PLANNING BOARD, AND THAT ALL PERTINENT DATA AREA SHOWN AS IT PERTAINS TO THE PROPOSED SUBMISSION. SEE ENGINEER'S STAMP AND SIGNATURE AT LOWER LEFT CORNER.



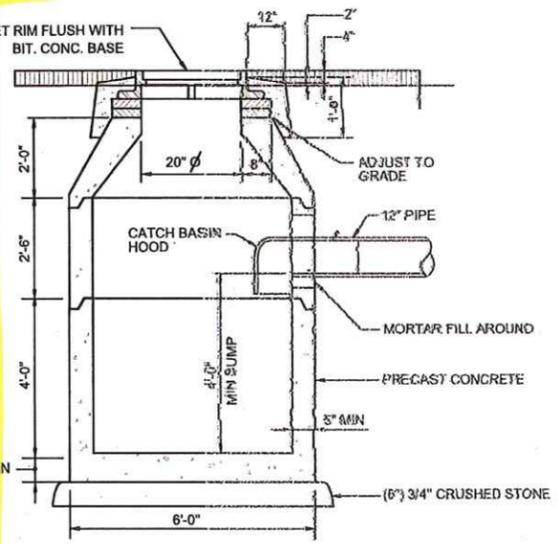
- NOTE:**
- COMPACTED GRAVEL FILL SHALL BE PLACED IN TRENCH AT ALL AREAS WHERE OTHER FILL IS NOT SPECIFIED.



A CONTECH CDS2015-4-G TREATMENT SYSTEM
 NOT TO SCALE

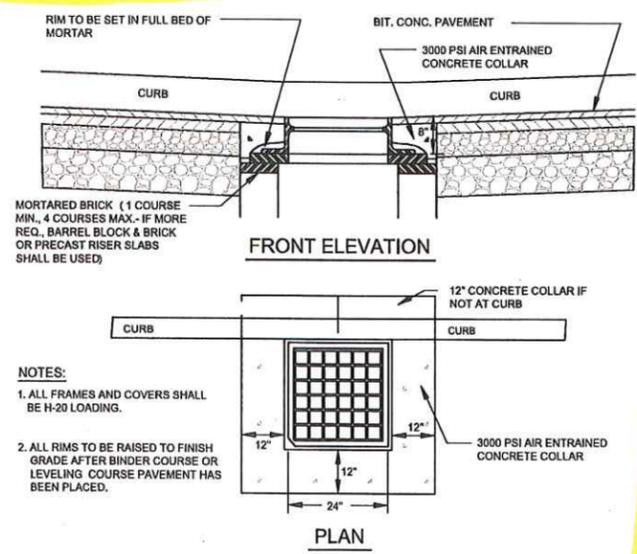
C SEWER MANHOLE
 NOT TO SCALE

E DRAIN TRENCH
 NOT TO SCALE

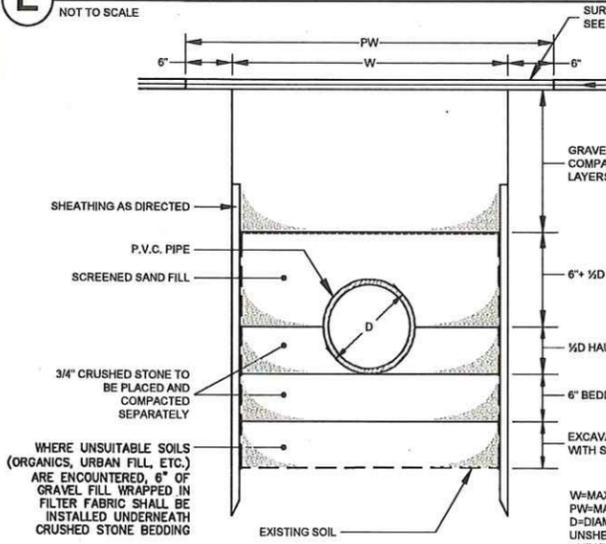


- NOTES:**
- CONCRETE: 4,000 PSI MINIMUM AFTER 28 DAYS.
 - REINFORCED STEEL CONFORMS TO LATEST ASTM A185 SPEC. 0.12 SQ. IN./LINEAL FT. AND 0.12 SQ. IN. (BOTH WAYS) BASE BOTTOM.
 - H-20 DESIGN LOADING PER AASHTO HS-20-44; ASTM C478 SPEC FOR "PRECAST REINFORCED CONCRETE MANHOLE SECTIONS."
 - BUTYL RESIN SECTION JOINT CONFORMS TO LATEST ASTM C990 SPEC.
 - STEEL REINFORCED COPOLYMER POLYPROPYLENE PLASTIC STEP CONFORMS TO LATEST ASTM C478 SPEC.
 - CATCH BASIN GRATE SHALL BE THREE-FLANGED.

B CATCH BASIN
 NOT TO SCALE



D CATCH BASIN AND MANHOLE RIM SETTING
 NOT TO SCALE



F SEWER TRENCH
 NOT TO SCALE



DESIGN BY:	JRM
DETAILS	
DRAWN BY:	JRM
CHECK BY:	CRM
ADDRESSING TOWN COMMENTS:	DATE: 12-20-18 BY: JRM
ADDRESSING TOWN COMMENTS:	DATE: 2-21-19 BY: JRM

APPLICANT:
 FIVE POINTS DEVELOPMENT, LLC
 50 CROSS STREET
 WINCHESTER, MA 01890

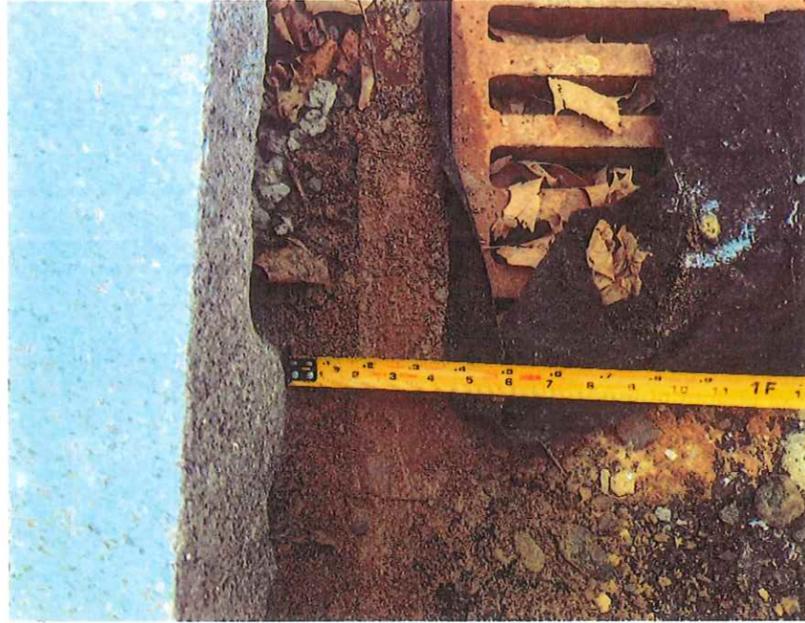
PROJECT TITLE:
DEFINITIVE PLAN SUBDIVISION OF LAND OFF OF HIGHLAND AVENUE - "ABBY ROAD" MAP 2, LOTS 178, 179, 180 WINCHESTER, MASSACHUSETTS

ENGINEER:
WDG Waterfield Design Group
 50 Cross Street | Winchester, Massachusetts | 01890
 T 781.756.0001 F 781.756.0007

SCALE: AS NOTED	DRAWING NUMBER: D-1
DATE: 10-10-18	SHEET 12 OF 24
WDG PROJECT NO: P-0264	

Attachment 3

Attachment 3 – Catchbasin Photos from February 4 & 5, 2020



Catchbasin CB#2 – Distance from Curb + 4-flange + alternate grate



Catchbasin CB#3 – Distance from curb (standard grate)



Catchbasin CB#5



Catchbasin CB#5 – Distance from curb (standard grate)

Attachment 4 – Sewer Manhole Photos from February 4, 2020



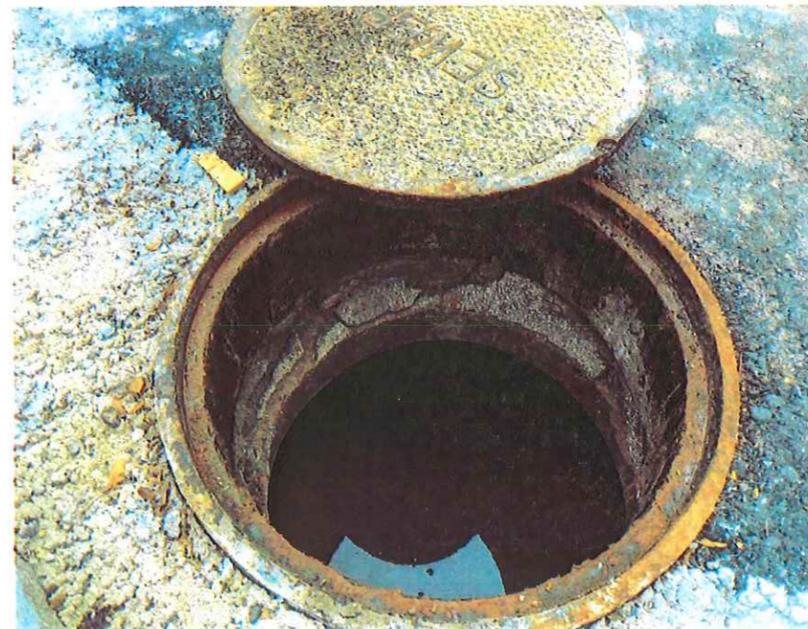
Standing water in SMH#1



Standing water and dirt in SMH#2



Dirt in SMH#3



SMH#4 filled with water + Offset frame and cover



Disconnected drop-inlet in SMH#5

Attachment 5 – Photos of PS#3 taken February 4, 2020



**Attachment 6 – Photo of curbing at hammerhead taken
February 4, 2020**



**Attachment 7 – Photo of patch in pavement in hammerhead
taken February 4, 2020**



**Attachment 8 – Stone Bound near Station 1+50
taken February 4, 2020**



Rudolph, Beth

From: Craig Miller <cmiller@wdgrp.com>
Sent: Tuesday, January 14, 2020 4:58 PM
To: Szekely, Brian
Cc: Rudolph, Beth; Tony Aveni; Kurt James (kjames@kjppartners.com)
Subject: RE: Lots release
Attachments: TRI.docx; American Timber guardrail quote.pdf; guardrail install quote.pdf; Paving quote.pdf; landscape pricing.pdf

Brian,

Following up on this email thread I had with Beth, I would like to formally initiate the release of lots.

As you know, the road has been paved to binder grade and all municipal services have been successfully installed.

The remaining work items include the following:

1. Pavement top course (\$10,000)
2. Landscape plantings along roadway (lot plantings shall be installed by home builders) (\$6,000)
3. Install 2 ADA tactile plates on Highland Ave sidewalk (\$500)
4. Build swale and berm in Highland Ave sidewalk (already paid)
5. Install guardrail – this work to be initiated as soon as we clear the discussion at the next PB meeting (\$16,875)

Erection of light poles and luminaires (wires have been pulled & light pole bases are in place) – the poles were supposed to be shipped last week. they should be here any day now. Eversource has been paid in full and their work is outside of my control and does not impact the release of lots. The guardrail will be installed within the next 4-6 weeks, depending on the lead time on the materials. The curb will be completed tomorrow. Items 1-4 are weather dependent and need to wait until Spring or when a suitable weather window opens up, most likely in Spring.

I am attaching the written tri party agreement that defines how the financial collateral noted in the itemized list above (\$33,375) will be held in by the lender and released when the work is completed. This security is what allows all of the lots to be released at this time. Note that the yellow highlighted registry references still need to be filled in. I will get that done in the next few days. If you could circulate this now so that we could possibly have agreement on the direction of this by next week, that would be great.

I am also attaching the quotes I have for each of the above items (except the tactile plates which are very minor).

Let me know how we can execute this release.

Thanks

cm

Craig R. Miller, PE \ President

WIG Waterfield Design Group

50 Cross Street \ Winchester, MA \ 01890

T 781.756.0001 x11

www.waterfielddesign.com

From: Rudolph, Beth [mailto:brudolph@winchester.us]
Sent: Wednesday, December 04, 2019 9:58 AM
To: Craig Miller
Cc: Szekely, Brian; Broderick, Sean
Subject: RE: Lots release

Craig-

Please see Section 8.4.3(b) below from the Subdivision Regs. No lots can be released until the base coat of asphalt (i.e. binder) is installed.

8.4.3 Partial Release: Prior to final release of security, the Board may, at its discretion, grant up to three (3) partial releases from the required security for partial completion of improvements provided that:

- (a) No reduction shall reduce the bond, deposit, or covenant to a value below the estimated cost of completing the unfinished portions of the improvements;
- (b) No lot shall be released from the covenant unless and until construction of ways and installation of municipal services up to and including the base course of asphalt to serve said lot both have been completed to the Board's satisfaction;
- (c) No partial release of security shall be granted until the Board has received written verification from the Engineering Department or the Board's outside consultant that substantially more than fifty percent (50%) of the required improvements have been completed satisfactorily;
- (d) No partial release shall reduce the security by more than fifty percent (50%) of the amount being held at the time the release is requested; and

From: Rudolph, Beth
Sent: Wednesday, December 04, 2019 9:37 AM
To: Craig Miller <cmiller@wdgrp.com>
Cc: Szekely, Brian <bszekely@winchester.us>; Broderick, Sean <sbroderick@winchester.us>
Subject: RE: Lots release

Hi Craig-

Sorry, I was out of the office yesterday with the snow.

Brian is the best one to speak to about process for release of the lots. However, you would need to post some type of security (typically a bond or tri-partite agreement) to cover the cost of the remaining work in the subdivision before the lots are released. Section 8.0 of the Subdivision Rules and Regs lays out the process, so I'd recommend reading through that.

As a first step, you would need to provide the Board with an itemized list of the remaining work to be completed on the subdivision and the associated cost. This estimate would be reviewed by the Engineering Department, and we would make a recommendation to the Board. There is also a healthy contingency added to that estimate before a final number is agreed to by the Board.

Thanks, Beth

From: Craig Miller [mailto:cmiller@wdgrp.com]
Sent: Tuesday, December 03, 2019 10:33 AM
To: Rudolph, Beth <brudolph@winchester.us>
Cc: Szekely, Brian <bszekely@winchester.us>
Subject: Lots release

Beth,

This morning I tried contacting Brian to talk about getting my lot release approval from the town. After leaving a vm on his office phone, I got his email message saying he is out until Dec 10.

Can you call me this morning? I have a few questions about this as it relates to putting the binder down.

This is time sensitive because of the weather window I may have at the end of this week and early next. If I am going to try to get the binder down this coming Mon/Tues, I need to make plans for that starting today.

I need a short call with someone who knows this process and knows the project so that I can better understand options.

Call either my office or cell. office is below. Cell is 617-797-1538.

Thanks

Craig.

Craig R. Miller, PE \ President

WDG Waterfield Design Group
50 Cross Street \ Winchester, MA \ 01890
T 781.756.0001 x11
www.waterfielddesign.com

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P.O. Box 767 / 4832 Plank Road / Norwalk, OH 44857
 P: 419-668-1610 F: 419-668-7537

Quotation

Quote No **172730**
 Quote Date **01/09/2020**
 Quote Expires **01/16/2020**

Quote To:
 WATERFIELD DESIGN GROUP
 Attn: CRAIG MILLER
 50 CROSS STREET
 WINCHESTER, MA, 01890
 P: 781-756-0001 x 11

Ship To:
 WATERFIELD DESIGN GROUP
 50 CROSS STREET
 WINCHESTER, MA, 01890
 P: 781-756-0001

Customer # **7079**
 Your Ref # **Abby Road - MP SBTGR**
 Taken By **Jason Crosby**
 Sales Rep **Jason Crosby [5]**
 Terms **To Be Determined**



Issuing Branch [00] Norwalk, OH

Page 1 of 1

Special Instructions	Notes

Line	Product Code	Description	TBF	Qty/Footage	Price	Per	Total
	AAA-SBTR	Federal Highway Steel-Backed Timber Guardrail Above Line Item Meets the Following Specifications: * All Timber Material #1 SYP R/S .60 CCA * All Steel Plate and Hardware Corten Weathering Steel * All Necessary Hardware for Installation Supplied * Steel Rail Plates Attached to Back of Timber Rail * Configured as Follows: 1 Run 330' @ 10' Post Spacing End Posts for Termination of Rail Above Ground		330 lf	37.50	lf	12,375.00
	3rd Party Delivery	Delivery / Freight Included					0.00
		** Quote Based on Quantities Listed Delivered to Winchester, MA ** Lead Time: 3-5 Weeks					
			TBF	0.00			

Subject to our terms and conditions of sale. Further copies available on request.



Miller Fence Company

333 Southwest Cutoff • Worcester, MA 01604-2713
Tel. (508) 753-8581 Fax (508) 753-2536

Certified Fence Professional



AMERICAN FENCE ASSOCIATION

PROPOSAL

How did you hear of us? _____

Date 1/14/20

We propose to sell and to install on your property a MILLER FENCE in accordance with sketch and quantities listed below.

Type of Fence Steel backed Timber Guardrail

NAME Waterfield Design Group Home Phone _____

Address 50 cross st Cell / Work Phone 781-766-8001 x11

Winchester ma zip 01896 Email C.miller@wdgrp.com

Ship to: Abbey Rd Winchester MA
Wood Chain Link: Guard Rail
Vinyl Rd Frame Underground Wires:
Iron AL Sq Frame Yes No

QUANTITY	SKETCH
Install steel backed Timber Guard Rail per Drawing Number G-2	
labor only	
Miller Fence is not liable for cost of any material	
TOTAL <u>4,500</u>	

Knuckle up Twist up Anchors Concrete

Top rail of fence to: follow ground be level

All quotations subject to conditions beyond our control. This quotation does not include drilling in underlying rock or foundations, or clearing trees, brush or other obstructions from working area. Customer agrees to establish property lines. This contract embodies the entire understanding between the parties, and there are no verbal agreements or representations in connection therewith. All contracts are subject to a \$50 cancellation fee. Ordered material will also be subject to a 20% restocking fee. Custom built/ordered materials cannot be refunded. Customer is in charge of pulling all necessary permits.

All equipment and materials delivered to the job site, regardless of whether or not incorporated in the property, remain the property of Miller Fence Company until fully paid for by the Owner. The Owner agrees that Miller Fence Company and its employees and/or agents shall have access to the premises at all reasonable times to remove said equipment and materials in the event the Owner fails to pay for the fence upon the terms and conditions herein contained.

ACCEPTED BY:

TERMS: Interest Charge 1.5% per month 18% Annual
Miller Fence shall be entitled to legal fees and costs of collection.

By [Signature]
Representative

Excel Paving Corp
 67 High St , Unit 6
 Danvers, MA. 01923
 978.762.8983



Estimate

Date	Estimate No.
10/02/19	SM4047

Name/Address
Waterfield Design Group 50 Cross St Winchester , Mass. 01890 Craig Miller781-756-0001 xt 11 cmiller@waterfelddesign.com

Item	Description	Total
Paving	Bid for Abby Road Subdivision Winchester	14,500.00
	Fine grade proposed area with road grader and compact (apprx 9,000 sq ft)	
Paving	Install 2" of compacted road binder (road only) Return in spring 2020 apply full tackcoat @.05 gal/sy	10,000.00
	Install 1.5" of compacted state top wearing course	
	Emulsify and stonedust all interfaces	0.00

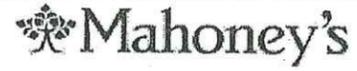
We look forward to working with you.	Total	\$24,500.00
--------------------------------------	-------	-------------

www.excelpavingco.com

bmilbury62@comcast.net

PLANT SCHEDULE											
ABV	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND	SIZE QUOTED	RETAIL	WHOLESALE	EXTENSION	SPACING	REMARKS
EVERGREEN TREES											
ACO	2	ABIES CONCOLOR	CONCOLOR FIR	7-8' HT.	B&B	7-8' B&B	\$349.98	\$262.49	\$524.97	AS SHOWN	
DECIDUOUS TREES											
AR	7	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	3" CAL.	B&B	2.5" B&B	\$499.98	\$374.99	\$2,624.90	35' O.C. ±	10' MIN. HT.
AS	3	ACER SACCHARUM 'COMMEMORATION'	COMMEMORATION SUGAR MAPLE	3" CAL.	B&B	2.5" B&B	\$499.98	\$374.99	\$1,124.96	35' O.C. ±	10' MIN. HT., 'CRESCENDO' ALSO ACCEPTABLE
PO	3	PRUNUS X 'OKAME'	OKAME CHERRY	2-2.5" CAL.	B&B	2-2.5" B&B	\$299.98	\$224.99	\$674.96	AS SHOWN	
DECIDUOUS SHRUBS											
IV	30	ILEX VERTICILLATA	WINTERBERRY	#5 POT	CG	#5 POT	\$44.98	\$33.74	\$1,012.05	5' O.C.	PROVIDE (3) MALES

Total Installed \$5,961.83



Pricing as of 11-4-19, subject to change
Plant material is subject to availability

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

From: Arthur Kreiger [mailto:AKreiger@AndersonKreiger.com]

Sent: Thursday, February 6, 2020 4:58 PM

To: Szekely, Brian <bszekely@winchester.us>

Cc: Jillian Bargar <jbargar@andersonkreiger.com>

Subject: RE: Emailing: 2020 0211- Planner Feedback

Brian -

You have asked me to advise the Board on Five Points' request that the Board release all the lots in the Abby Road subdivision. I do not recommend that the Board release all the lots yet, for two separate reasons (and there may be others). First, there is no tri-partite agreement or other security in place for the remaining work, including the items referred to in Paragraphs 8.1.3 and 8.1.6 of the Board's Regulations. Second, I understand that there are significant concerns that (1) the drainage structures on some of the lots have been constructed partly outside their respective easements and (2) at least one catch basin has been constructed in a place where it will not effectively capture run-off.

If you or the Board have any questions about this recommendation, please call me.

Art

Arthur P. Kreiger
T. 617.621.6540 | F. 617.621.6640 | C. 617.510.3508 Anderson & Kreiger LLP | 50 Milk Street, 21st Floor,
Boston, MA 02109

Visit our Environmental and Land Use blog

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**TOWN OF WINCHESTER
MIDDLESEX COUNTY, MASSACHUSETTS
PLANNING BOARD
TOWN HALL
WINCHESTER, MASSACHUSETTS 01890
Phone: 781-721-7162 Fax: 781-721-7166**

FORM E-4

TRIPARTITE AGREEMENT

This Tripartite Agreement (the "Agreement") is made this ____ day of February 2020 by and among FIVE POINTS DEVELOPMENT, LLC (the "Developer"), [____], a banking corporation having a usual place of business at [____], (the "Lender"), and the TOWN OF WINCHESTER PLANNING BOARD (the "Board") (collectively, the "Parties").

WHEREAS, the Planning Board approved a Definitive Subdivision Plan dated October 10, 2018, last revised February 21, 2019, a copy of which is recorded at the Middlesex South District Registry of Deeds (the "Registry") as plan 180 of 2019 (as the same may be amended, the "Definitive Subdivision Plan"), which approval is dated January 8, 2019, a copy of which is recorded at the Registry in Book 72309, Page 120 (the "Subdivision Approval");

WHEREAS, the Developer has recorded a [first] mortgage with the Lender dated [____] and recorded with the Registry in Book [____], Page [____], covering the premises shown on the Definitive Subdivision Plan (the "Premises") as security for the payment of a certain note in the principal sum of [____] Dollars (\$[____]), and a second mortgage dated [____] and recorded with the Registry in Book [____], Page [____] covering the Premises as security for the payment of a certain note in the principal sum of [____] Dollars (\$[____]) ([together], the "Mortgage"); and

WHEREAS, pursuant to G.L. c. 41, § 81U and the Board's Rules and Regulations Governing the Subdivision of Land (the "Regulations"), the Developer and the Lender desire to secure, for the benefit of the Town of Winchester acting through the Board, the Developer's performance of all the covenants, conditions, and other provisions of the Subdivision Approval and the Definitive Subdivision Plan (collectively, the "Requirements");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Developer shall diligently work to complete the construction of the ways and the installation of the municipal services as shown on the Definitive Subdivision Plan and described in the Subdivision Approval, and otherwise in compliance with the Requirements (the "Work").

2. To secure performance of the Developer's obligations hereunder – including (a) the Board's estimate of the cost to complete the work, a 10% margin of error, and an appropriate rate of inflation over a five-year period under Section 8.1.3 of the Regulations, and (b) factoring in administrative costs, applicable prevailing wage schedules, engineering and inspection services, and a contingency under Section 8.1.6 of the Regulations – the Lender shall withhold from the proceeds of the Mortgage, and hold in escrow, the sum of [] Dollars (\$[]) (the "Escrow Sum"). The Lender shall hold the Escrow Sum in a separate account and shall not release any portion thereof or permit any withdrawals except as expressly authorized under this Agreement.

3. Upon the completion of the Work or any part thereof, the Developer may submit by registered mail to the Town Clerk and the Board a written statement of completion requesting a full or partial release of the Escrow Sum, using Form G – Road Bond/Lot Release Request attached hereto. Any such request shall include the information required by Section 8.4.1 of the Regulations.

4. Within 45 days after receipt of the Developer's statement of completion, the Board shall take one of the following actions:

- a. If the Board determines that the construction and installation of the Work or part thereof have been adequately completed and accurately documented in the final as-built plans, it shall release the Town's interest in the Escrow Sum all or the applicable part thereof, subject to the provisions of Sections 8.4.3, 8.4.4, 8.4.5, and 8.4.6 of the Regulations; or
- b. If the Board determines that the construction and installation have not been adequately completed or the final as-built plans are not sufficient, it shall specify the deficiency(ies) in a notice to the Developer and the Town Clerk.

5. Upon the Board's release of all or part of the Town's interest under Paragraph 4.a., it shall send a Certificate of Completion for the Work or applicable part thereof to the Developer and the Lender. Upon the Lender's receipt of a Certificate of Completion, the Lender may disburse to the Developer the Escrow Sum or applicable part thereof as specified in the Certificate.

6. The last occupancy permit will not be issued until the Work has been completed in compliance with the Requirements.

7. If the Developer fails to complete the Work to the reasonable satisfaction of the Board and Town Engineer within two years after the Subdivision Approval, the Developer shall be in default under this Agreement ("Default"). Upon Default, the Lender shall, upon written demand by the Board, pay forthwith any remaining balance of the Escrow Sum with interest, if any, to the Board for the benefit of the Town. The Town and its contractors and consultants will have the right, but not the obligation, to enter the Premises to perform the Work.

8. If the Work or any part thereof is deficient or not in compliance with the Requirements at any time, the Developer shall immediately correct it at the Developer's sole cost and expense.

9. The Board shall have recourse to the Lender for all the undisbursed Escrow Sum notwithstanding any transfer of title, assignment, bankruptcy or imposition of lien by or against the Developer.

10. This Agreement shall not be subject to or affected by any foreclosure on the Premises.

11. The Developer warrants, represents, and agrees that the Mortgage and any other encumbrances on the Premises do not affect the validity of or impair this Agreement in any way.

12. Notwithstanding anything in this Agreement to the contrary, if the Developer refinances with another institution and does not promptly deliver to the Town a substantially similar agreement signed by the refinancing institution, the Lender shall, upon request by the Board at any time before completion of the Work, deposit the undisbursed balance of the Escrow Sum in a savings account in the name of the Town. In that event, the Lender shall be released from its obligations under this Agreement.

13. This Agreement is binding on the Parties and their executors, administrators, devisees, heirs, successors, and assigns. Any amendment must be agreed upon in writing by all the Parties.

14. This Agreement shall remain in full force and effect until the Developer has fully and satisfactorily performed all its obligations described above.

15. This Agreement is subject to the provisions of the Regulations. In the event of a conflict, the provisions of the Regulations shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the said parties have executed this Agreement and have hereunto affixed their seals.

DEVELOPER:
Five Points Development, LLC

By: _____
Name: Craig Miller
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Craig Miller, Manager of Five Points Development, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of Five Points Development, LLC.

Notary Public
My commission expires:

LENDER:

[_____]

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that (s)he signed it voluntarily for its stated purpose as _____ of _____.

Notary Public
My commission expires:

WINCHESTER PLANNING BOARD

_____	_____
_____	_____
_____	_____
_____	_____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____ Members of the Winchester Planning Board, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as Members of the Winchester Planning Board.

Notary Public
My commission expires:

EXHIBIT A

Form G - Street Improvement Guarantee Summary Sheet

[See Attached]



**TOWN OF WINCHESTER
MIDDLESEX COUNTY, MASSACHUSETTS
PLANNING BOARD
TOWN HALL
WINCHESTER, MASSACHUSETTS 01890
Phone: 781-721-7162 Fax: 781-721-7166**

FORM E-4

TRIPARTITE AGREEMENT

This Tripartite Agreement (the "Agreement") is made this ____ day of February 2020 by and among FIVE POINTS DEVELOPMENT, LLC (the "Developer"), [____], a banking corporation having a usual place of business at [____], (the "Lender"), and the TOWN OF WINCHESTER PLANNING BOARD (the "Board") (collectively, the "Parties").

WHEREAS, the Planning Board approved a Definitive Subdivision Plan dated October 10, 2018, last revised February 21, 2019, a copy of which is recorded at the Middlesex South District Registry of Deeds (the "Registry") as plan 180 of 2019 (as the same may be amended, the "Definitive Subdivision Plan"), which approval is dated January 8, 2019, a copy of which is recorded at the Registry in Book 72309, Page 120 (the "Subdivision Approval");

WHEREAS, the Developer has recorded a [first] mortgage with the Lender dated [____] and recorded with the Registry in Book [____], Page [____], covering the premises shown on the Definitive Subdivision Plan (the "Premises") as security for the payment of a certain note in the principal sum of [____] Dollars (\$[____]), and a second mortgage dated [____] and recorded with the Registry in Book [____], Page [____] covering the Premises as security for the payment of a certain note in the principal sum of [____] Dollars (\$[____]) ([together], the "Mortgage"); and

WHEREAS, pursuant to G.L. c. 41, § 81U and the Board's Rules and Regulations Governing the Subdivision of Land (the "Regulations"), the Developer and the Lender desire to secure, for the benefit of the Town of Winchester acting through the Board, the Developer's performance of all the covenants, conditions, and other provisions of the Subdivision Approval and the Definitive Subdivision Plan (collectively, the "Requirements");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Developer shall diligently work to complete the construction of the ways and the installation of the municipal services as shown on the Definitive Subdivision Plan and described in the Subdivision Approval, and otherwise in compliance with the Requirements (the "Work").

8. If the Work or any part thereof is deficient or not in compliance with the Requirements at any time, the Developer shall immediately correct it at the Developer's sole cost and expense.

9. The Board shall have recourse to the Lender for all the undisbursed Escrow Sum notwithstanding any transfer of title, assignment, bankruptcy or imposition of lien by or against the Developer.

10. This Agreement shall not be subject to or affected by any foreclosure on the Premises.

11. The Developer warrants, represents, and agrees that the Mortgage and any other encumbrances on the Premises do not affect the validity of or impair this Agreement in any way.

12. Notwithstanding anything in this Agreement to the contrary, if the Developer refinances with another institution and does not promptly deliver to the Town a substantially similar agreement signed by the refinancing institution, the Lender shall, upon request by the Board at any time before completion of the Work, deposit the undisbursed balance of the Escrow Sum in a savings account in the name of the Town. In that event, the Lender shall be released from its obligations under this Agreement.

13. This Agreement is binding on the Parties and their executors, administrators, devisees, heirs, successors, and assigns. Any amendment must be agreed upon in writing by all the Parties.

14. This Agreement shall remain in full force and effect until the Developer has fully and satisfactorily performed all its obligations described above.

15. This Agreement is subject to the provisions of the Regulations. In the event of a conflict, the provisions of the Regulations shall control.

[Signature Pages Follow]

LENDER:

[_____]

By: _____

Name:

Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that (s)he signed it voluntarily for its stated purpose as _____ of _____.

Notary Public

My commission expires:

EXHIBIT A

Form G - Street Improvement Guarantee Summary Sheet

[See Attached]