



**TOWN OF WINCHESTER**  
**MASTER PLAN STEERING COMMITTEE AND**  
**PLANNING BOARD MEETING ON**  
**TUESDAY, MARCH 19, 2019 @ 7:00PM**  
**8:30PM PUBLIC HEARING: PROPOSED ZONING BYLAW CHANGES**  
**IN THE SELECT BOARD ROOM**

	<b>BUSINESS</b>
7:00PM	Chair Opens Meeting
7:05PM	Master Plan Steering Committee
8:30PM	Public Hearing: Proposed Zoning Bylaw Changes
9:30PM	Mass Affordable Housing Trust
9:40PM	Subdivision Rules and Regulations: Adhere to state fire code
9:45PM	Creative Corner Development Agreement
9:50PM	Approve Outstanding Minutes
9:55PM	Action Items
10:00PM	Adjourn

	<b>CORRESPONDENCE</b>
	City of Woburn Public Hearings (RED BOOK)

	<b>2019 MEETINGS</b>
Tuesday April 2	7:30PM Planning Board Meeting, Select Board Room,
Tuesday April 9	7:30PM Planning Board Meeting, Select Board Room
Tuesday April 23	Possible Planning Board or Master Plan Steering Committee Meeting, TBA



**TOWN OF WINCHESTER  
MIDDLESEX COUNTY, MASSACHUSETTS  
PLANNING BOARD  
TOWN HALL**

**WINCHESTER, MASSACHUSETTS 01890  
Phone: 781-721-7162 Fax: 781-721-7166**

The Winchester Planning Board will hold a public hearing pursuant to MGL Chapter 40A, Section 5, to discuss proposed changes to the town's zoning bylaws. Thirteen articles are proposed for the Spring Town Meeting of 2017 (1) DELETE Section 7.3.15.2 from the Zoning Bylaw, thereby disbanding the Center Business District Review Subcommittee. (2) AMEND Section 10: DEFINITIONS of the Zoning Bylaw by altering the definition of FLOOR AREA to include all portions of a structure that have ceilings of 7' or higher. (3) AMEND the trigger for Site Plan Review from a 15,000 square foot lot, to a 7,500 square foot lot in Section 9.5.1: Applicability subsection 2 of the Zoning Bylaw. (4) AMEND the Table of Dimensional Requirements from a by-right height of 45 feet to 40 feet in the GBD-1,2, and 3 zoning districts. (5) ADD a new Section 6.4 Inclusionary Housing to the Zoning Bylaw for the GBD-1,2, and 3 zoning districts. (6) AMEND Section 7.3.13.3 in order to accommodate and account for rooftop elevator equipment. (7) AMEND Notes to the Table of Dimensional Requirements in the Zoning Bylaw, Section 4.1.2 (k). (8) AMEND Section 7.3.13.3, Height Exceedance in the Zoning Bylaw. (9) AMEND Section 7.3.16.11 Utilities Plan, in the Zoning Bylaw. (10) AMEND Section 9.4.5 Plans, in the Zoning Bylaw. (11) AMEND Section 9.5.4 Application, in the Zoning Bylaw. (12) APPROPRIATE \$45,000 from Free Cash for the purpose of finalizing the 2030 Master Plan.

The complete text relative to each of the proposed changes is available for inspection at the Town Clerk and the Town Planner's Office at Winchester Town Hall located at 71 Mt. Vernon St, Winchester, MA during regular business hours. The public hearing for the articles listed above will be held on Tuesday, March 19, 2019 at 8:30pm. in the Board of Selectmen's Room, Town Hall, 71 Mt. Vernon Street, Winchester, MA. For further information contact the Winchester Town Planner at 781-721-7160.

Diab Jerius, Winchester Planning Board

Characteristic	Street Classification			
	Residential	Neighborhood	Town*	Industrial
Maximum Design Speed	15 mph	20 mph	25 mph	15
Minimum Stopping Sight Distance (SSD)	See Neighborhood Street Design Guidelines – Recommended Practice of the Institute of Transportation Engineers, published in 2010, or as amended			
Minimum Intersection Sight Distance (ISD)	See Neighborhood Street Design Guidelines – Recommended Practice of the Institute of Transportation Engineers, published in 2010, or as amended.			
Maximum Right-of-Way Width	30 feet	40 feet	60 feet	50 feet
Maximum Minimum Paved Width	18 feet-20 feet	20 feet	22 feet-20 feet	36 feet-20 feet
Maximum Grade	8% for a distance of not more than 300 feet; 7% in all other cases			6%
Minimum Grade	None	None	1%	1%
Minimum Centerline Radius	50 feet	90 feet	325 feet	325 feet
Maximum Curb Return/Pavement Junction Radius	15 feet	15 feet	25 feet	25 feet
Bicycle lanes (See 7.6.8)	May be required.	May be required.	May be required.	May be required.

\* Town Street designation does not imply town compliance or acceptance of the street.

The maximum dimensions above may be exceeded if the design details of the street at hand warrant a greater width. Specific factors to be considered are whether on-street parking is allowed; how much off-street parking is provided; the volume of traffic expected; the desirability of the street to pedestrians and bicyclists; and whether the street also is a transit route.

- (a) All reverse curves on Town streets shall be separated by a tangent at least 100 feet long.
- (b) Side slopes within the right-of-way shall not exceed 3:1, unless supported by retaining walls or other structures approved by the Planning Board, who may seek the specific recommendation of the Town Engineer. Retaining walls or other structures shall not be allowed within the right-of-way. The applicant shall locate all roadside elements, such as retaining walls, plantings, and fences, to ensure that proper stopping and intersection sight distances are achieved.
- (c) Town Street lines at intersections shall be rounded with a corner having a radius of not greater than 25 feet. However, when the intersection of two ways varies more than ten (10) degrees from a right angle, the radius of the curve at the acute angle may be less and at the obtuse angle may be greater than 25 feet, to the extent approved by the Board.
- (d) The design engineer shall submit calculations demonstrating conformance with the minimum stopping and intersection sight distances provided above. Adequate sight

## DEVELOPMENT AGREEMENT

This Agreement, dated as of the 14th day of December, 2006 is made by and between the Town of Winchester, a Massachusetts municipal corporation with a usual place of business at Town Hall, 71 Mount Vernon Street in Winchester, Massachusetts, acting by and through its Board of Selectmen and its Town Manager (collectively, the "Town" or "Winchester"), and Creative Corner, LLC, a Massachusetts limited liability company, having a usual place of business at 12 Sheridan Circle in Winchester, Massachusetts (with its successors or assigns, "the Owner").

### RECITALS

*WHEREAS*, Creative Corner, LLC represents and warrants that it is the owner of the real property which is the subject of this Agreement, said property being located and shown on a plan of land entitled "Former Immaculate Conception Properties" prepared by the Winchester Department of Engineering and Planning, Spring 2006 as Lots 14-207 through 14-212 and 14-219 and 14-220 as further described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Subject Property"; the Subject Property is also shown as Lots 41-57 on a Plan of Land recorded in Middlesex Registry of Deeds at Plan Book 97, Plan 48); and

*WHEREAS*, the Owner has proposed a development of the Subject Property, all as generally described herein, contingent upon a re-zoning of certain parcels of the Subject Property;

*WHEREAS*, the Planning Board of the Town has recommended that the Winchester Zoning By-Law be amended by adopting at the November 2006 Town Meeting a Zoning By-Law Amendment in the form attached hereto as Exhibit B (the "Zoning Amendment"); and

*WHEREAS*, the Zoning Amendment has been placed on the warrant as Article 3 of the Fall Town Meeting scheduled for November 6, 2006.

*WHEREAS*, the Town desires to ameliorate the impacts of the proposed development on the surrounding properties in the neighborhood and to ensure that the development meets the strategic interests of the Town; and

*WHEREAS*, the Owner has offered to impose certain restrictions on the Subject Property provided that the Zoning Amendment is approved such that the classification of two parcels of the above-described Subject Property as outlined in the Zoning Amendment changes from the Conservancy Institutional District (SCI) to the General Business District (GBD-3); and

WHEREAS, the Town is in need of additional property tax revenue to support public education and municipal services and such tax revenues are not generally available from properties which are within the current SCI District; and

WHEREAS, the parties hereto agree that the proposed Zoning Amendment will result in an appropriate classification of the Subject Property in light of the physical characteristics of the land, the changes in the use of the land in the vicinity thereof and the likelihood of additional net property tax revenue;

NOW THEREFORE, the Owner and the Town, acting by and through its Board of Selectmen and Town Manager, agree that if (a) the Zoning Amendment is adopted at the 2006 Fall Annual Town Meeting, substantially in the form attached hereto as Exhibit B, and without modifications which materially affect the ability of the Owner to develop and use its property as described in this Development Agreement, and (b) said Zoning Amendment is subsequently approved by the Massachusetts' Attorney General's Office, and (c) this Development Agreement is approved by the Town without modifications which materially affect the ability of the Owner to develop and use its property, the Owner and the Town will be bound by the terms of this Development Agreement.

### AGREEMENT

**1. Proposed Development.** Assuming passage of the Zoning Amendment, the Owner intends to divide the Subject Property into seven (7) parcels, as shown on Exhibit C hereto and as generally described below:

Lot 1: Lot containing 6,502 +/- square feet - single family dwelling.

Lot 2: Lot containing 6,502 +/- square feet - single family dwelling.

Lot 3: Lot containing 7,400 +/- square feet - one or two family dwelling.

Lot 4: Lot containing 7,700 +/- square feet - one or two family dwelling.

Lot 5: Lot containing 8,100 +/- square feet - one or two family dwelling.

Lot A: containing the Immaculate Conception Rectory building.

Lot B: to be used for parking and playground purposes ancillary to the childcare and educational facility operated by Owner.

All divisions of land are approximate. Parcels A and B, and Lots 3, 4 and 5 shall remain located substantially as shown on Exhibit C, but the boundaries of the parcels may be modified in order to accomplish the intended uses of the respective parcels as outlined herein. Exhibit C may be amended by the parties in order to effectuate and implement

the terms of this Development Agreement. The Owner agrees to limit the development on the Subject Property in the following manner:

- a) *Parcels A and B.* Lots 1 and 2 shall each contain sufficient area and frontage (but not more) to serve as the location of a single family dwelling. No other use or building, except usual and customary accessory buildings, shall be permitted on Lots 1 and 2. After the Attorney General's approval of the Zoning Amendment, the Owner shall submit to the Winchester Planning Board a plan showing a division of land pursuant to G.L. c. 41, s. 81P, Approval Not Required, which will create Lots 1 and 2 and divide them from the balance of the Subject Property. Such plan will be filed within ninety days after the Owner starts to use and occupy Lot B as a parking facility serving the existing Creative Corner childcare and educational facility.
- b) *Lot A.* The Owner may re-use the Rectory building (subject to paragraph 2, below) for a single family home or convert it to two condominium units for sale. The Owner may also convert the building for real estate, insurance, publishing and other business and professional office use as allowed under subsection 30 of Section 4.4 - Table of Use Regulations of the Town's Zoning By-Law. The Owner acknowledges the historic value and unique character that the Rectory building provides to the site and to the general neighborhood and, therefore, the Owner shall preserve the Rectory building for re-use. The Owner shall record at the Middlesex South Registry of Deeds an Historic Preservation Restriction in the form approved by the Board of Selectmen and approved and endorsed by the Massachusetts Historical Commission in accordance with Massachusetts General Law Chapter 184, Section 32, of the General Laws, which shall apply to the primary structure formerly used as the Immaculate Conception Church rectory but shall not prohibit the removal of the appendages to the main building attached to the rear of said structure. Said preservation restriction shall provide for conditions under which alternations or modification may be made to the façade of the building but shall not restrict renovations of the interior of said building or interfere with the reuse of the rectory building as outlined in this paragraph.
- c) *Lot 3.* Lot 3 shall serve as the site of a single family or two family residential unit.
- d) *Lot 4.* Lot 4 shall serve as the site of a single family or two family residential unit.
- e) *Lot 5.* Lot 5 shall serve as the site of a single family or two family residential unit.
- f) *Lot B.* Lot B shall be used for parking and playground purposes ancillary to the Creative Corner Childcare and Education Facility. The Town affirms that such use is permitted. Lot B shall remain zoned SCI.

The Town affirms that, as set forth in Zoning By-Law, Section 6.1(t), the uses described for Lots 1, 2, 3, 4 and 5 are allowed by right, subject to the passage of the Zoning Amendment and the proper division of the Subject Property pursuant to applicable law.

**2. Zoning Permits.** The Owner agrees that any development on Lot A of Subject Property shall be subject to the Special Permit/Site Plan Approval (SPS) process delineated in the Town's Zoning By-Law. This process involves a public hearing before the Zoning Board of Appeal in which the Board must unanimously find that conditions and safeguards required by the Winchester Zoning By-Law have been met and that the development would not adversely effect the public health, safety, welfare, comfort and convenience of the community and that the proposed placement of buildings, screening and buffering, provisions for waste disposal, surface drainage, parking areas, driveways, and the location of intersections of driveways and streets will constitute a suitable development and will not result in substantial detriment to the neighborhood.

The Town acknowledges and agrees that Lot B shall be used for parking facilities and playground use ancillary to and supporting the pre-existing lawful use of other property owned by the Owner as a educational day care center and such use is allowable by right, but subject to compliance with the applicable requirements of Section 7.13 of the Zoning Bylaw regarding the design of off-street parking facilities.

The Town agrees to consider applications for two (2) curb cuts on Sheridan Circle to accommodate an entrance and an exit from the proposed parking facility on Lot B. The Town agrees to consider applications by the Owner or subsequent purchasers of Lots 1 and 2 for a curb cut sufficient to access Lots 1 and 2 in order to accommodate the development of said lots as single family residences. Such applications shall be granted in the event all technical requirements for curb cuts are met.

The Town acknowledges that in order for Lot A and Lots 3, 4 and 5 to be used for their intended purpose, it may be necessary that the Commonwealth of Massachusetts grant the Owner or subsequent purchasers curb cuts on Main Street, Route 38, Winchester, Massachusetts. The obligations of the Owner hereunder with respect to those portions of the Subject Property are conditioned on receipt of all necessary permits, including such curb cuts, for the proposed uses.

**3. Access Limitation.** Subject to the Owner's receipt of all relief necessary for it to proceed with the proposal development, Owner shall limit vehicular access to and from Lots 3, 4 and 5 to Main Street.

**4. Future Zoning Amendments.**

a) Upon use and occupancy of Lot B as the parking/playground facility, the Owner shall submit at the next Annual Town Meeting a zoning amendment to reclassify Lots 1 and 2 from General Business District 3.0 (GBD-3) to General Residence District 6.5 (RG-6.5). In the event that the Owner fails to timely submit such zoning amendment for inclusion in the warrant, any board or official of Winchester authorized by G.L. c. 40A, s. 5 may submit such zoning amendment for consideration by Town Meeting.

b) In the event the Town amends the Zoning By-Law in any manner which renders the agreements and restrictions outlined in this Agreement unenforceable as it affects the



Subject Property other than as set forth in the Zoning Amendment or as otherwise agreed to by the Owner (for example, by reclassifying the Subject Property to districts other than those set forth in the Zoning Amendment), such action shall render this Agreement null and void.

**5. 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:

Melvin A. Kleckner  
Town Manager  
Municipal Building  
71 Mount Vernon Street  
Winchester, MA 01890

In the case of the Developer, to:

John W. Gahan III, Esq.  
Murtha Cullina LLP  
99 High Street  
Boston, MA 02110

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

**6. Supplemental Tax Agreement.** The Board of Selectmen and the Planning Board support the Zoning Amendment, in part, due to the fact that the proposed development of the Subject Property will generate significant revenue benefiting Winchester, including without limitation, real property tax revenue. In order to assure Winchester of the continuation of revenue in an amount proportional to the tax revenue anticipated from the Subject Property, the Owner shall enter into a Supplemental Tax Agreement with Winchester within 90 days of the vote of Town Meeting upon the written request of the Board of Selectmen or the Town Manager. The Supplemental Tax Agreement (a) shall be recorded as set forth therein with the Middlesex Registry of Deeds; (b) shall bind subsequent owners of the Subject Property; and (c) shall terminate ninety-nine (99) years after the execution thereof. The amount of the payment agreed to in the Supplemental Tax Agreement shall be equal to the assessed value of that portion or portions of the Subject Property devoted to organizations not exempt from local property taxes. At its sole election, Winchester may file a special act relative to the taxation of the Subject Property in the legislature to ratify such Supplemental Tax Agreement on or before June 30, 2007. Such special act shall be in substantial conformance with this provision. The failure of the legislature to enact such special act shall have no effect on this Agreement or the Supplemental Tax Agreement, which shall remain in full force and effect.

**7. Affordable Housing.** The Owner acknowledges the Town's efforts to meet its affordable housing need consistent with the Town's Affordable Housing Policy and G.L.c. 40B. In furtherance of the Town's policies regarding affordable housing, the parties agree that the Owner shall pay to the Town five (5%) percent of the net sales proceeds generated from the sale by the Owner of (a) any of the lots or (b) any units constructed on such lots by the Owner. Such payment(s) shall be made each time the Owner closes on a sale, records the deed and receives the sale proceeds derived thereby.

**8. Miscellaneous.**

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.

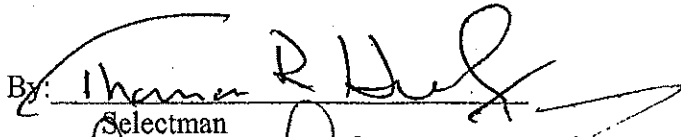
b) This Agreement is the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

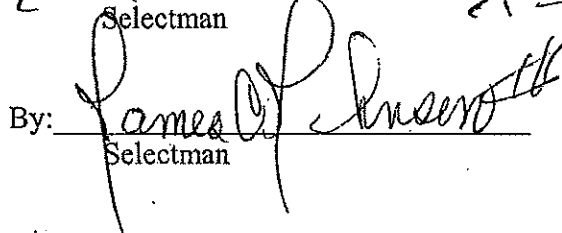
c) This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

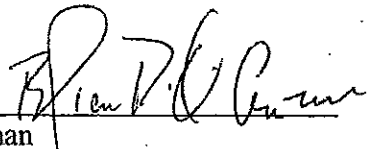
d) This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, and to the maximum extent allowed by law shall bind the Town's Board of Selectmen, Planning Board and Town Manager (regardless of the persons who hold those positions). The Agreement shall run with the land described herein as the Subject Property. A Notice of Agreement substantially in the form set forth in Exhibit D shall be executed by the Town and the Owner and recorded with the Middlesex Registry of Deeds upon adoption of the Zoning Amendment described herein.

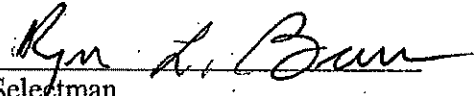
Executed under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

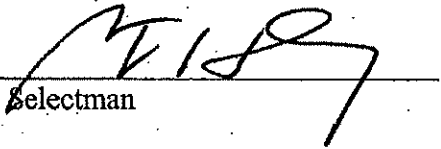
Town of Winchester

By:   
Selectman

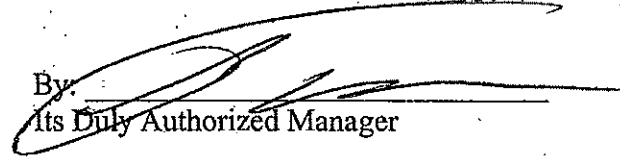
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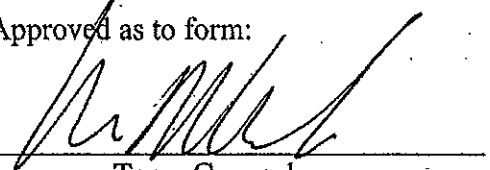
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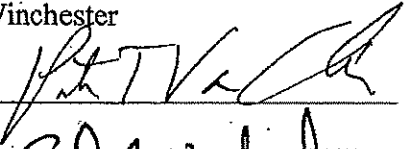
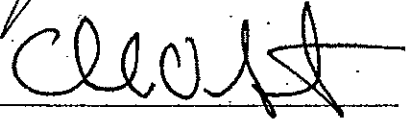
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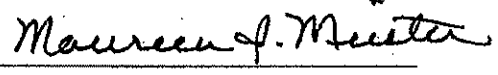
Creative Corner, LLC,



By:   
Its Duly Authorized Manager

Approved as to form:  
  
Town Counsel

Planning Board of the Town of  
Winchester



## SCHEDULE OF EXHIBITS

- Exhibit A: Description of the Subject Property
- Exhibit B: Zoning Amendment
- Exhibit C: Division of the Subject Property into Parcels A-E, Lots A& B and Lots 1-5
- Exhibit D: Notice of Agreement

## EXHIBIT A

Those two certain parcel(s) of land described below, located on the westerly side of Main Street (Route 38), and on the southerly side of Sheridan Circle South, which parcels are part of the property formerly owned by the Roman Catholic Archbishop of Boston and currently owned by Creative Corner, LLC.

### FIRST PARCEL

Beginning at Watson Place at the southwest corner of Lot 57, and thence running:

N30-41-30W along Watson Place to the southerly side of Sheridan Circle South, a distance of 170.00 feet; thence running:

N59-18-30E along Sheridan Circle south, a distance of 76.50 feet; thence running:

S30-41-30E a distance of 170.00 feet; thence running:

S59-18-30W to the easterly side of Watson Place, a distance of 76.50 feet to the point of beginning.

Said First Parcel is made up of parts of Lots 53-57, as shown on a Plan of Land recorded in the Middlesex Registry of Deeds as Plan Book 97, Plan 48. The First Parcel described above contains 13,005 square feet of land, more or less.

### SECOND PARCEL

Beginning at the southeast corner of Lot 41, and thence running:

S74-40-50W along the dividing line of Lots 37, 40 and 41, a distance of 116.33 feet; thence running:

N07-01-55W a distance of 155.04 feet; thence running:

N30-45-00W to the southerly sideline of Sheridan Circle South, a distance of 160.98 feet; thence running:

N59-18-30E along Sheridan Circle South, a distance of 113.02 feet; thence running:  
Along a curve to the right, having a radius of 22.00 feet, a distance of 40.46 feet to the westerly sideline of Main Street; thence running:

S15-19-10E along Main Street, a distance of 317.35 feet to the point of beginning.

Said Second Parcel is made up of parts of Lots 41-50, as shown on a Plan of Land recorded in the Middlesex Registry of Deeds as Plan Book 97, Plan 48. The Second Parcel described above contains 36,422 square feet of land, more or less.

The First Parcel and the Second Parcel are a portion of the property described in Deed dated July 29, 2005 and recorded at the Middlesex South Registry of Deeds at Book 45788, Page 132.

**EXHIBIT B:**

**MOTION:**

**MOVED AND SECONDED** to amend the Town of Winchester Zoning By-Law and the map incorporated therein by changing the zoning district along a portion of the westerly side of Main Street (Route 38); and a portion along Watson Place to the southerly side of Sheridan Circle South, and affecting a portion of the property formerly owned by the Roman Catholic Archbishop of Boston and currently owned by Creative Corner, LLC, from what is currently a Conservancy Institutional District (SCD), so that the Parcels of land described in Article 3 shall be zoned to the General Business District (GBD-3.0), as more fully described below:

**FIRST PARCEL**

The parcel is described as follows:

Beginning at Watson Place at the southwest corner of Lot 57, and thence running:

N30-41-30W along Watson Place to the southerly side of Sheridan Circle South, a distance of 170.00 feet; thence running:

N59-18-30E along Sheridan Circle south, a distance of 76.50 feet; thence running:

S30-41-30E a distance of 170.00 feet; thence running:

S59-18-30W to the easterly side of Watson Place, a distance of 76.50 feet to the point of beginning.

Said parcel is made up of parts of Lots 53-57, as shown on a Plan of Land recorded in the Middlesex Registry of Deeds as Plan Book 97, Plan 48. The parcel described above contains 13,005 square feet of land, more or less.

**SECOND PARCEL**

The parcel is described as follows:

Beginning at the southeast corner of Lot 41, and thence running:

S74-40-50W along the dividing line of Lots 37, 40 and 41, a distance of 116.33 feet; thence running:

N07-01-55W a distance of 155.04 feet; thence running:

N30-45-00W to the southerly sideline of Sheridan Circle South, a distance of 160.98 feet; thence running:

N59-18-30E along Sheridan Circle South, a distance of 113.02 feet; thence running:

Along a curve to the right, having a radius of 22.00 feet, a distance of 40.46 feet to the westerly sideline of Main Street; thence running:

S15-19-10E along Main Street, a distance of 317.35 feet to the point of beginning.

Said parcel is made up of parts of Lots 41-50, as shown on a Plan of Land recorded in the Middlesex Registry of Deeds as Plan Book 97, Plan 48. The parcel described above contains 36,422 square feet of land, more or less.

The First Parcel and the Second Parcel are a portion of the property contained in Deed dated July 29, 2005 and recorded at the Middlesex South Registry of Deeds at Book 45788, Page 132.

