



**Rules and Regulations  
Governing the Subdivision of Land  
in West Boylston, MA**

March 14, 2007

*PREAMBLE*

**PREAMBLE: PURPOSE**

The *Subdivision Control Law*, M.G.L. c. 41, §§81K-81GG, was enacted for the purpose of protecting the safety, convenience and welfare of the inhabitants of the cities and towns in which it has been put into effect by (1) regulating the laying out and construction of ways in subdivisions providing access to the lots therein; and (2) ensuring sanitary conditions in subdivisions and, in proper cases, parks and open areas.

The powers of the Planning Board under the Subdivision Control Law are intended to be exercised with due regard for:

- i. the provision of adequate access to all of the lots in a subdivision by ways that will be safe and convenient for travel;
- ii. lessening congestion in such ways and in the adjacent public ways;
- iii. reducing danger to life and limb in the operation of motor vehicles;
- iv. securing safety in the case of fire, flood, panic and other emergencies;
- v. ensuring compliance with the applicable zoning bylaw;
- vi. securing adequate provisions for water, sewerage, drainage, underground utility services, fire, police, and other similar municipal equipment, and street lighting and other requirements where necessary in a subdivision; and
- vii. coordinating the ways in a subdivision with each other and with the public ways in the city or town in which it is located and with the ways in neighboring subdivisions.

Any subdivision plan filed with the Planning Board shall receive the approval of the Planning Board if the plan conforms to the recommendations of the Board of Health and to these Rules and Regulations; provided, however, that, pursuant to M.G.L. c.41, §81R and section VIII.A of these Rules and Regulations, the Planning Board may, when appropriate, waive such portions of the rules and regulations as it deems advisable.

## **SECTION I            AUTHORITY**

### *A.      ADOPTION AND ADMINISTRATION*

Under the authority vested in the Planning Board of the Town of West Boylston, Massachusetts, by M.G.L. c. 41, §81Q, the Planning Board originally adopted these Rules and Regulations Governing the Subdivision of Land in the Town of West Boylston on October 5, 1954.

1.      The Planning Board shall be responsible for administration of these regulations and shall have all the powers assigned to it by M.G.L. c.41, §§81K-81GG.
2.      The Planning Board, in conjunction with § VIII.B. herein and at the cost of the applicant, may hire Consultant Engineers, construction inspectors, legal counsel, or other professional assistance and may assign as its Agents appropriate Town Agencies or officials to review plans and applications filed pursuant to these Rules and Regulations or to inspect the construction or installation of improvements requested hereunder.

### *B.      INTERPRETATION*

In interpreting these regulations the Planning Board shall consider the general character of the Town of West Boylston, encourage coordination with the Master Plan of the Town, and seek to mitigate the impacts of subdivision construction throughout the Town.

### *C.      SEVERABILITY*

If any section, paragraph, sentence, clause or provision of these Rules and Regulations shall be adjudged not valid, the adjudication shall apply only to the material so adjudged and the remainder of these regulations shall be deemed to remain valid and effective.

### *D.      INVALIDATION BY STATE LAW*

Any part of these Rules and Regulations subsequently invalidated by a new state law or modification of an existing state law shall automatically be brought into conformity with the new or amended law, and shall be deemed to be effective immediately without recourse to a public hearing and the customary procedures for amendment or repeal of such regulations.

### *E.      AMENDMENTS*

These Regulations or any portion thereof may be amended, supplemented, or repealed from time to time by the Planning Board after a public hearing on its own motion or by petition.

## **SECTION II            DEFINITIONS**

In construing these Rules and Regulations, the definitions set forth in *M.G.L. c. 41, §81L* shall apply unless a contrary intention clearly appears in either the West Boylston zoning bylaw or these Rules and Regulations. In addition, the following words shall have the following meanings:

### ***ABUTTERS***

Owners of: (1) land sharing a common property line of a proposed subdivision; and (2) land directly across a street or road from such subdivision or property; or (3) land abutting other land described in this paragraph, if located within 300 feet of the property before the Planning Board.

### ***ANCHORED MULCH***

Erosion control measure consisting of straw, woodchips, emulsifier and other appropriate materials bound together and secured to the surface with staples, pegs and twine, or screen or fabric.

### ***APPLICANT***

The person, individual, partnership, corporation, trust, agency, department, political subdivision, or other legal entity who applies for approval of a plan or the endorsement of a plan. The Applicant must be the owner of all the land included in the plan for which approval of the Planning Board is requested, except that an agent, representative or assignee may act for the owner.

### ***AQUIFER AND WATER PROTECTION DISTRICT***

The zoning overlay district as defined in the Zoning Bylaws of the Town of West Boylston at Section 2.6.

### ***BASIN***

A temporary or permanent area formed by excavation or embankment to which water is directed to increase detention time and/or allow settling of suspended solids.

### ***CLEAR***

The act of removing vegetative cover in a manner that does not disturb root mat or the existing soil surface.

### ***CONSTRUCTION INSPECTOR***

A person appointed by the Planning Board to inspect the construction and installation of the improvements required by Section VII of these Rules and Regulations for an approved subdivision.

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***CONSULTING ENGINEER***

A Professional Engineer appointed by the Planning Board to assist the Planning Board in the review of any application filed under these Rules and Regulations or to inspect the construction or installation of the improvements required by Section VII of these Rules and Regulations for an approved subdivision.

***CUT***

The excavation, trenching, or digging of soil, sand, gravel, stones, or other earth material from the land.

***DEAD END STREET***

A street or portion thereof that joins another street at only one end.

***EARTH REMOVAL BYLAW***

Section 5.4 of the Zoning Bylaws of the Town of West Boylston.

***ENGINEER***

A Registered Professional Engineer qualified and registered by the Commonwealth of Massachusetts.

***EROSION***

The process by which the ground surface is worn by natural forces such as wind, water, ice, gravity, glaciers or by artificial means, such as recreational uses and construction activities.

***FILL***

Any soil, earth, sand, gravel, rock or any similar material that is deposited, placed, pushed or pulled onto a site.

***FLOODPLAIN OVERLAY DISTRICT***

The zoning overlay district as defined in the Zoning Bylaws of the Town of West Boylston at Section 2.5.

***GRADE***

Degree of inclination of land expressed as a percentage or ratio.

***GRADING***

Any act by which material is cut or filled or soil is cleared, stripped, stockpiled, or any combination thereof.

***INDUSTRIAL STREET***

A street providing access to and within commercial and industrial areas as they may exist or as they may be zoned. This classification is further divided into "primary industrial streets" and "secondary industrial streets."

***LAND-DISTURBING ACTIVITY***

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Any action that causes the alteration of earth, sand, rock, gravel, vegetation or similar material on land.

***LAND SURVEYOR***

A Registered Land Surveyor qualified and registered by the Commonwealth of Massachusetts.

***LOCAL RESIDENTIAL STREET***

A street serving no more than ten (10) private residences and designed primarily for passenger vehicles and light trucks.

***LOT***

A contiguous area of land in one ownership with definite boundaries shown on a plan or deed.

***LOW IMPACT DEVELOPMENT (LID)***

An innovative approach to stormwater management in which an attempt is made to duplicate the hydrologic regime of an undeveloped watershed. This approach is implemented by engineering a site so that the post-development hydrologic functions remain close to pre-development conditions by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source.

***ONE -HUNDRED -YEAR FLOODPLAIN***

An area delineated under the Federal Emergency Management Act (FEMA) showing the extent of flooding because of a 100-year storm, or the calculated water elevation during the 100-year, 24-hour storm where the Federal Emergency Management Agency has not mapped the floodplain extent. This calculation is to be performed by a Registered Professional Engineer.

***OWNER***

The owner of record as shown by the records of the Worcester County Registry of Deeds or Land Court.

***PLANNING BOARD***

The Town of West Boylston Planning Board.

***PRACTICABLE***

Available and feasible considering cost, existing technology and logistics based on the overall purpose of the project.

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***PRIMARY INDUSTRIAL STREET***

A street serving as a major access into and/or through a commercial, business or industrial district.

***PUBLIC WAY***

An existing way that has become public in character:

- a. by public authority in the manner provided in *M.G.L. c.82, §§1-32*; or
- b. by prescription; or
- c. by dedication and acceptance, prior to the enactment of Chapter 203 of the Acts of 1846, *M.G.L. c.84, §23*.

***RESIDENTIAL FEEDER STREET***

A street serving general residential areas connecting local residential streets with existing Town streets and highways and other existing or potential local streets.

***SECONDARY INDUSTRIAL STREET***

All other streets in commercial or industrial districts not qualifying as a primary industrial street.

***SEDIMENT***

Organic material or minerals transported or deposited by the movement of wind, water, ice, gravity, glaciers or by artificial means.

***SEDIMENT TRAP***

A temporary basin designed to intercept stormwater and allow suspended particles to settle.

***SLOPE***

The angle of the inclined surface of a fill, excavation, or natural terrain.

***SOIL***

Any earth, sand, rock, gravel, or similar material.

***STRIP***

Any activity that removes the vegetative surface cover including but not limited to tree removal, clearing, grubbing and storage or removal of topsoil.

***SUBDIVISION***

The division of a tract of land into two or more lots. The term shall include resubdivision, and, when appropriate to the context, shall relate to the process of subdivision or the land or territory subdivided; provided, however, that the division of a tract of land into two or more lots shall not be deemed to constitute a subdivision if, at the time when it is made, every lot within the tract so divided has frontage on:

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- a. a public way or a way which the Town certifies is maintained and used as a public way, or
- b. a way shown on a plan heretofore approved and endorsed in accordance with the subdivision control law, or
- c. a way in existence when the Subdivision Control Law became effective in the Town of West Boylston, having, in the opinion of the Planning Board, sufficient width, suitable grades and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon.

Such frontage shall be of at least such distance as then required by zoning by-law of the Town of West Boylston for erection of a building on such lot, and if no distance is so required, such frontage shall be of at least twenty feet. Conveyances or other instruments adding to, taking away from, or changing the size and shape of, lots in such a manner as not to leave any lot so affected without the frontage above set forth, or the division of a tract of land on which two or more buildings were standing when the Subdivision Control Law went into effect in the Town of West Boylston into separate lots on each of which one or such buildings remains standing, shall not constitute a subdivision.

**WETLAND RESOURCE AREA**

Those resource areas subject to the *Wetlands Protection Act*, M.G.L. c.131, §40 that are enumerated in 310 CMR 10.02(1)(a-f).



**SECTION III PLANS NOT REQUIRING APPROVAL UNDER THE SUBDIVISION CONTROL LAW**

*A. APPLICATION*

Any Applicant who wishes to cause to be recorded a plan of land and who believes that such plan does not require approval under the Subdivision Control law shall:

1. File with the Planning Board, at one of its regularly scheduled meetings:
  - a. two copies of a properly executed Form A (see Forms) accompanied by the necessary evidence to show that the plan does not require approval;
  - b. the plan printed on a mylar transparency sheet, in the form set forth in Section III.B of these Rules and Regulations, and six (6) contact prints thereof;
  - c. a filing fee (see Fee Schedule);

No plan shall be deemed to have been submitted until all requirements of Section III.A.1.a-c have been satisfied.

2. Give written notice to the Town Clerk by delivery in hand or certified mail, postage prepaid, that the Plan has been submitted to the Planning Board. The date such completed application is delivered to the Planning Board at one of its regularly scheduled meetings shall be deemed to be the date of submission of the Plan Not Requiring Approval Under the Subdivision Control Law.

*B. FORM AND CONTENT OF PLAN*

The plan shall be prepared in black ink upon mylar transparency sheets of suitable dimensions. The plan shall contain the following information:

1. The proposed locus plan, north point, date, scale, legend, and the title "Plan of Land;"
2. The names and addresses of the record owner or owners of the property shown on the plan and the Applicant, if not the owner; the date or dates of acquisition of the property; all deed references; the Town Assessor's sheet number and parcel number for the property; and the name, signature and appropriate seal of the engineer or land surveyor who prepared the plan;

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3. All property boundary lines adjacent to the proposed subdivision;
4. The zoning classification of the property, and the location of any zoning district boundary lines that lie in the vicinity of the property, including any variances, exceptions or other decisions issued for the property or for any existing or proposed building or structure thereon by the West Boylston Board of Appeals or a court of competent jurisdiction;
5. Proposed lot lines within the property shown on the plan, with approximate areas and dimensions, including frontage, of such lots, and a number on each lot, including the entirety of any lot proposing to have its boundaries changed.
6. The location of all existing property lines, structures, streets, ways, and easements on or abutting the land.
7. The statement "Planning Board Approval under the Subdivision Control Law Not Required" and sufficient space for the date and endorsement of the Planning Board, with the following statement immediately above or below such space:

*NO DETERMINATION AS TO COMPLIANCE WITH ZONING REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE PLANNING BOARD'S ENDORSEMENT OF THIS PLAN.*

*C. DETERMINATION THAT APPROVAL NOT REQUIRED*

If the Planning Board determines that the plan does not show a subdivision of land pursuant to M.G.L. c.41, §§81K-81GG, it shall, without a public hearing and within twenty-one (21) days of submission, endorse on the plan the words: "Planning Board Approval Under the Subdivision Control Law Not Required." This endorsement does not imply that the plan complies with the Zoning Bylaw of the Town of West Boylston. The signed original of said plan shall be returned to the Applicant and the Planning Board shall notify the Town Clerk, in writing, of its action within twenty-one (21) days after submission of the plan. (See Form E if approval is required.)

*D. DETERMINATION THAT APPROVAL IS REQUIRED*

If the Planning Board determines that the plan does show a subdivision of land pursuant to M.G.L. c.41, §§81K-81GG, it shall, within 21 days of submission of said plan, so inform the Applicant and the Town Clerk (see Form E), in writing, of its determination and shall return the plan to the Applicant.

## **SECTION IV        PRELIMINARY PLANS**

A Preliminary Plan of a residential subdivision MAY, and a Preliminary Plan of a non-residential subdivision SHALL, be submitted by an Applicant for discussion and approval, modification or disapproval. The submission of a Preliminary Plan will enable the Applicant, the Planning Board, other municipal agencies and abutters to discuss and clarify any problems of the proposed subdivision before a Definitive Plan is prepared. The Planning Board's policy is to pursue resolution of as many subdivision issues as possible prior to submission of a Definitive Plan. During its review of the Preliminary Plan, the Planning Board will promote cooperative discussion among all affected citizens and officials of as many such issues as possible. Therefore, it is strongly recommended that a Preliminary Plan be filed in most cases, even if not required by these Rules and Regulations.

### *A.    APPLICATION*

Any Applicant who desires approval of a Preliminary Plan for the subdivision of property shall:

1.     File with the Planning Board, at one of its regularly scheduled meetings:
  - a.     A copy of a properly executed Form C (see Forms);
  - b.     A copy of the Preliminary Plan satisfying the form and content requirements set forth in section IV.B of these Rules and Regulations, with eleven (11) copies distributed as noted below; and
  - c.     A filing fee (see Fee Schedule in effect at the date of filing).

The date such completed application is delivered to the Planning Board at one of its regularly scheduled meetings shall be deemed to be the date of submission of the Preliminary Plan.

2.     Give written notice to the Town Clerk, by delivery in hand or by registered or certified mail, postage prepaid, of the filing of the Preliminary Plan, accompanied by a copy of the plan, and the original of the Form C filed with the Planning Board. The written notice shall specify:
  - a.     The date the Preliminary Plan was filed with the Planning Board;
  - b.     A description of the property to which the Preliminary Plan is related, sufficient for identification thereof; and
  - c.     The name and address of the owner of such property.

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3. Submit a copy of plans, the written notice given to the Town Clerk, and the Form C filed with the Planning Board to:
  - a. The Commissioners of the West Boylston Water District
  - b. The Director of the Department of Public Works
  - c. The Fire Chief
  - d. The Police Chief
  - e. The Conservation Commission
  - f. The Inspector of Buildings
  - g. The Town's Consultant Engineer
  - h. The Manager of the Municipal Lighting Plant
  - i. The Board of Sewer Commissioners
  - j. The Board of Health

If any Town official or agency to whom notice is not required to be given by this section requests copies of the plan, the Planning Board may require the Applicant to submit the plan to such Town official or agency. If the plan pertains to property subject to protection under the *Watershed Protection Act*, St. 1992, c.36, codified at *M.G.L. c.92, §§104, 107A, 108, 113 and 113A*, the Applicant shall also submit the plan to the Division of Water Supply Protection of the Department of Conservation and Recreation 180 Beaman Street, West Boylston, MA 01583.

**B. FORM AND CONTENT OF THE PRELIMINARY PLAN**

The Preliminary Plan shall be drawn in black ink on one or more 24-inch by 36-inch sheets, at a suitable scale. If a Preliminary Plan is drawn on multiple sheets, it shall be accompanied by an index sheet showing the entire proposed subdivision and, in such case, matching lines and consecutive numbers shall be provided. The Preliminary Plan shall contain the following information:

1. The proposed subdivision name, boundaries, locus plan, north point, date, scale, legend, and the title "Preliminary Plan;"

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2. The names and addresses of the record owner or owners of the property shown on the Preliminary Plan and the Applicant, if not the owner; the date or dates of acquisition of the property; all deed references; the Town Assessor's sheet number and parcel number for the property; and the name, signature and appropriate seal of the engineer or land surveyor who prepared the Preliminary Plan;
3. All property boundary lines adjacent to the proposed subdivision;
4. The zoning classification of the property, and the location of any zoning district boundary lines that lie in the vicinity of the property, including any variances, exceptions or other decisions issued for the property or for any existing or proposed building or structure thereon by the West Boylston Board of Appeals or a court of competent jurisdiction; and including any zoning overlay districts.
5. Existing and proposed easements, covenants or restrictions applying to the property, together with a statement of the purpose thereof, including setbacks and other general dimensional requirements set forth in the West Boylston Zoning Bylaw;
6. The location and boundaries of any land subject to the protections of the *Wetlands Protection Act*, c.131, §40, as amended by the *Rivers Protection Act*, St. 1996, c.258, or the *Watershed Protection Act*, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A.
7. The location of all significant, permanent, existing or proposed property features, including topography, natural objects and surfaces, such as stone walls, fences, buildings, structures, historic sites, rock ridges, ledge outcroppings, large boulders, steep slopes, trees larger than 15-inches in diameter, wells, subsurface sewage disposal systems, wetland resource areas, 100-year flood plan boundaries, natural drainage courses, waterways and bodies of water.
8. Existing and proposed boundaries of streets, ways, and any public or common areas within the proposed subdivision;
9. The names, location, and present widths of all streets within 500 feet of the proposed subdivision;
10. Proposed lot lines within the proposed subdivision, with approximate areas, frontage and dimensions of, and a number on each lot;
11. Evidence that each lot on the plan, or altered by it, will have the requisite area and frontage required by the West Boylston Zoning Bylaw;

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12. Identification of parcels that are not to be made into lots, with an indication of whether these parcels should be considered buildable or if they are to be conveyed to adjacent lands.
13. The size and location of existing and proposed water mains, sewer lines, storm drains and appurtenant facilities for water, sewer and other municipal services within or in the vicinity of the proposed subdivision;
14. Existing and proposed drainage systems within or in the vicinity of the proposed subdivision;
15. Frontage and area of any remaining adjoining land owned by the Applicant;
16. Suitable space to record the action of the Planning Board and the signatures of the members of the Planning Board.
17. If the Applicant owns or controls unsubdivided land adjacent to the property shown on the Preliminary Plan, a sketch plan showing a possible or prospective street layout for such adjacent land shall accompany the Preliminary Plan. This sketch plan may be submitted on a separate sheet from the Preliminary Plan.

*C. PRELIMINARY PLAN APPROVAL*

As soon as practicable after the date of its submission, the Planning Board shall study the Preliminary Plan and discuss it with the Applicant. Failure to complete the application requirements or to provide the Planning Board with any information it requests shall be grounds for disapproval. Within 45 days of submission of the Preliminary Plan, the Planning Board shall approve the Preliminary Plan with or without modifications or conditions suggested by the Planning Board or Board of Health or agreed upon by the Applicant, or shall disapprove the Preliminary Plan, giving the reason or reasons for such disapproval. Such decision shall be sent to the Applicant by certified mail. The time within which the Planning Board must act on a Preliminary Plan may be extended by the Planning Board upon written request of the Applicant or his agent.

Approval of a Preliminary Plan does not constitute approval of the proposed subdivision. If the Preliminary Plan is approved, all Rules and Regulations of the Planning Board in effect at the time of its submission shall govern the Definitive Plan that results from such Preliminary Plan, provided that such Definitive Plan is submitted within seven (7) months of the submission of the Preliminary Plan.

*D. NOTICE OF ACTION ON PRELIMINARY PLAN*

The Planning Board shall send notice of each action taken pursuant to Section IV.C of these Rules and Regulations to the Town Clerk and the Applicant.

## **SECTION V            DEFINITIVE PLANS**

No person shall make a subdivision of any property or proceed with the improvement or sale of lots in a subdivision, or the construction of ways, or the installation of municipal services therein, unless a Definitive Plan of such subdivision has been submitted to and approved by the Planning Board in accordance with this section.

### *A.        APPLICATION*

Any Applicant who desires approval of a Definitive Plan for the subdivision of property shall:

1.        File with the Planning Board, at one of its regularly scheduled meetings:
  - a.        A properly executed Form B (see Forms);
  - b.        The Definitive Plan, satisfying the form and content requirements set forth in section V.B of these Rules and Regulations, with three (3) sets of calculations for Drainage, or Traffic, or Economic Impact (when required); with eleven (11) contact prints of the Definitive Plan distributed as noted below;
  - c.        A designer's certificate, Form D (see Forms);
  - d.        A Certified abutters list, Form J (see Forms), showing the names and addresses of all abutters to the property included in the Definitive Plan, as determined from the most recent Assessor's list unless the Applicant has more recent knowledge of such abutters;
  - e.        A Form K (See Forms) for Proposed Street Names; and
  - f.        A filing fee (see Fee Schedule in effect on the date of filing);
2.        File with the Board of Health:
  - a.        A copy of the Form B filed with the Planning Board; and
  - b.        One (1) contact print of the Definitive Plan filed with the Planning Board.
3.        File with the Sewer Commissioners:
  - a.        A copy of the Form B filed with the Planning Board; and
  - b.        Two (2) contact prints of the Definitive Plan filed with the Planning Board.



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4. Give written notice to the Town Clerk, by delivery in hand or by registered mail, postage prepaid, of the filing of the Definitive Plan, accompanied by a copy of the Definitive Plan, and the original of the Form B previously filed with the Planning Board. The written notice shall specify:
  - a. The date the Definitive Plan was filed with the Planning Board;
  - b. A description of the property to which the Definitive Plan is related, sufficient for identification thereof; and
  - c. The name and address of the owner of such property.

The date such completed application is delivered to the Planning Board at one of its regularly scheduled meetings shall be deemed to be the date of submission of the Definitive Plan.

5. Submit a copy of the Definitive Plan, the written notice given to the Town Clerk, the Form B filed with the Planning Board, and a copy of Form M1 (see Forms) to:
  - a. The Commisioners of the West Boylston Water District.
  - b. The Director of the Department of Public Works
  - c. The Fire Chief
  - d. The Police Chief
  - e. The Conservation Commission
  - f. The Inspector of Buildings
  - g. The Town's Consultant Engineer
  - h. The Manager of the Municipal Lighting Plant

If any Town official or agency to whom notice is required to be given by this section requests copies of the plan, the Planning Board may require the Applicant to submit the plan to such Town official or agency. If the plan pertains to property subject to protection under the *Watershed Protection Act*, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A, the Applicant shall also submit the plan to the Division of Water Supply Protection of the Department of Conservation and Recreation 180 Beaman Street, West Boylston, MA 01583.

*B. FORM AND CONTENT OF THE DEFINITIVE PLAN*

The Definitive Plan shall be drawn in black ink on one or more 24-inch by 36-inch mylar transparency sheets at a scale of 1-inch to every 40-feet or such other scale as the Planning Board may approve, except that sections and details may be shown to whatever scale as will ensure clarity. If a Definitive Plan is drawn on multiple sheets, it shall be accompanied by an index sheet showing the entire proposed subdivision and, in such case, match lines and consecutive numbers shall be provided.

The Definitive Plan shall be adequate to readily determine the location, direction and length of every street and way line, lot line, boundary and municipal service facility within or adjacent to the proposed subdivision and to reproduce or locate them on the ground. All bearings shall be true, magnetic, or grid, and the needle as shown on the plan shall so indicate. The Definitive Plan shall contain the following information:

1. A map of the vicinity of the proposed subdivision drawn to a convenient scale between 1"=800' and 1"=200' inclusive to show on one sheet all of the proposed subdivision, all of other adjacent land of the applicant and other adjacent properties to the nearest existing street in every direction. Important ground features such as brooks, public areas, lot lines, easements and streets only need be shown in a general manner and labeled. No dimensions need be given except where of specific importance in evaluating the subdivision. The limits of the proposed subdivision shall be indicated by a heavy line or by use of shading, and existing and proposed features should be distinguished by different lines, labeling or other methods;
2. The proposed subdivision name, boundaries, locus plan, north point, date, scale, legend, designation of each drawing with reference to the matter shown thereon, and the title "Definitive Plan;"
3. The names and addresses of the record owner or owners of the property shown on the Definitive Plan and the Applicant, if not the owner; the date or dates of acquisition of the property; all deed references; the Town Assessor's sheet number and parcel number for the property; and the name, signature and appropriate seal of the engineer or land surveyor who prepared the Definitive Plan;
4. All property boundary lines adjacent to the proposed subdivision, including all deed references;

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5. The zoning classification of the property, and the location of any zoning district boundary lines that lie in the vicinity of the property, including any variances, exceptions or other decisions issued for the property or for any existing or proposed building or structure thereon by the West Boylston Board of Appeals or a court of competent jurisdiction; and including any zoning overlay districts;
6. Existing and proposed easements, covenants or restrictions applying to the property, together with a statement of the purpose thereof, including setbacks and other dimensional requirements set forth in the West Boylston Zoning Bylaw;
7. Existing and proposed topography of the property proposed to be subdivided with 2 foot contour intervals unless otherwise specified by the Planning Board. Where possible, all elevations shall be National Geodetic Vertical Datum of 1929, the Horizontal Datum shall be NAD 1983, and, where possible, show the bench marks used and their elevations;
8. The location of all permanent existing or proposed monuments and property features, including natural objects and surfaces, including stone walls, fences, buildings, structures, historic sites, rock ridges, ledge outcroppings, large boulders, steep slopes, trees larger than 15 inches in diameter, wells, subsurface sewage disposal systems, wetland resource areas, 100-year floodplain boundaries and flood elevations, natural drainage courses, waterways and bodies of water. Groundwater elevation and the bottom elevation of all streams and water bodies within the subdivision shall be given and ground surfaces identified as to type and spot elevations of high and low points shall be shown and identified. Existing and proposed contours shall be shown on the same drawing whenever excavation or fill in excess of two feet depth will be necessary at any lot in the subdivision. Said contours shall be shown in two-foot intervals using dashed lines for existing and solid lines for proposed contours. The contours must correspond to the existing and proposed grades of street shown on profile drawings;
9. Such points or boundary markers as were found in the traverses and/or perimeter surveys after a thorough search has been made;
10. Existing and proposed boundaries of streets, ways, and any public or common areas within the proposed subdivision. The proposed names of all streets within the proposed subdivision shall be shown in pencil until they have been approved by the Planning Board. All proposed streets or ways shall be mathematically tied into the layout of the nearest acceptable local, county or state road;
11. The names, location, and present widths of all streets within 500 feet of the proposed subdivision;

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12. Proposed lot lines within the proposed subdivision, with approximate areas, frontage and dimensions of, and a number on each lot;
13. Evidence that each lot on the plan, or altered by it, will have the requisite area and frontage required by the West Boylston Zoning Bylaw;
14. Identification of parcels that are not to be made into lots, with an indication of whether these parcels should be considered buildable or if they are to be conveyed to adjacent lands;
15. Reference to any required documents such as the vote, covenant, easements deeded to the Town, etc. shall be inscribed on the plan;
16. Suitable space to record the action of the Planning Board, including space for reference to any considerations or limitations of approval, the date, the signatures of the members of the Planning Board, and the Town Clerk's certificate of no appeal;
17. The location and boundaries of any land subject to the protections of the *Wetlands Protection Act*, c.131, §40, as amended by the *Rivers Protection Act*, St. 1996, c.258, or the *Watershed Protection Act*, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A;
18. The volume of earth to be removed in accordance with the requirements of the Earth Removal Board, or a statement that no earth is to be removed during construction of the proposed subdivision;
19. Existing and proposed drainage systems within or in the vicinity of the proposed subdivision, including all public and private flowage rights, accompanied by drainage calculations prepared, stamped and signed by a registered professional engineer, which shall include design criteria, drainage area and other information sufficient for the Planning Board to verify the adequacy of any proposed drain, drainfield, culvert, catch basin, detention or retention basin, other stormwater management facility, or bridge, and a completed and stamped Stormwater Management Form (<http://www.mass.gov/dep/appkits/wpaappb.doc>) to verify compliance with all the Stormwater Management Standards itemized by the Department of Environmental Protection for all proposed development (no exemptions);
20. Proposed provisions for handling any surface water that drains onto streets adjacent to the proposed subdivision or onto any property not owned by the Applicant, in such a manner as not to create drainage problems and comply with the Town Driveway regulations;
21. Street and utility construction plans and profiles for each street, consisting of the layout plan of the street within the subdivision or beyond it to the limit of the

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proposed construction necessary to provide adequate access and connection of municipal services, and of a profile matching the layout and located whether above or below it for ease in locating corresponding points:

- a. The plan shall show all street sidelines, centerlines, corner roundings, turnarounds (clearly identifiable as permanent or temporary), showing the length of each straight segment to the nearest one-hundredth of a foot and the bearing thereof to the nearest five seconds of arc, and the length, central angle, radius, length of tangents for each curved segment to the same degree of precision as the straight lines and clearly identifying all non-tangent curves. The centerline of the roadway shall coincide with the centerline of the right-of-way. The plan shall also show and clearly identify as such all existing and proposed construction features, such as pavement, walks, curbing, drains, catch basins, manholes, water mains, other underground conduits where known, retaining walls, traffic islands, grass plots, bituminous berms and gutters. Centerline stations shall be designated at 100 foot intervals and at or opposite points of tangency, angles in street line, manholes, catch basins and culverts.
  - b. The profile shall show the existing sidelines and existing and proposed centerlines with elevations every 50 feet and at all high and low points, and all proposed drains, catch basins, manholes, cleanouts, siphons and other appurtenances identifying the material, class or strength, and size of drains and the rate of grade for each section thereof in percent and giving centerline stations and invert elevations of all catch basins, manholes, cross drains or culverts. The lines and figures relating to the proposed centerline shall be in red or other reproducible colored drawing ink.
  - c. All crossings of wetland resources or stream areas must have a detailed cross-section prepared with the following information: depth of organic soils, proposed limits of work and excavation, culvert location and size, and any other available data pertinent to the design of the crossing.
22. The size and location of existing and proposed water mains, sewer lines, storm drains and appurtenant facilities for water, sewer and other municipal services within or in the vicinity of the proposed subdivision;
  23. Detail drawings: any special construction features, deviating from or not covered by standard specifications, shall be shown on detail drawings. Such detail drawings may be incorporated as part of a utility plan or profile information as to dimensions, locations, inverts, rim elevations, elevations, materials, etc., of all construction details involved. The requirement for detail drawings shall be applicable, but not limited to, roadway cross sections, bridges, culverts, structurally stabilized slopes, utility piping encased in concrete, ditches and brooks shaped or constructed to a definite cross-

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- section, dams and spillways, steps within the exterior lines of the street and similar construction features;
24. Construction details of appurtenances, structures, and/or utilities and other pertinent information, as approved in conjunction with the approval of the Definitive Plan.
  25. A plan for the control of erosion and sedimentation, as required by section VI.L of these Rules and Regulations;
  26. All Definitive Plan submissions shall include a plan, with narrative, for operation and maintenance of the subdivision right-of-ways, easements and roads for the time prior to acceptance by the Town. The maintenance is the responsibility of the owner until the roadway is accepted at Town Meeting. The maintenance plan should include provision for the maintenance of road pavement, soil settling problems, street sweeping, snowplowing, maintaining vegetative stabilization of all right-of-ways and easements, erosion controls, fall leaf cleanup, catch basins, detention basins, drainage system cleaning, and other provisions as determined to be necessary by the Planning Board.
  27. If the Applicant owns or controls unsubdivided land adjacent to the property shown on the Definitive Plan, a sketch plan showing a possible or prospective street layout for such adjacent land shall accompany the Definitive Plan. This sketch plan may be submitted on a separate sheet from the Definitive Plan.
  28. Identify and map natural features and critical environmental resources; Delineate potential building envelopes avoiding natural features and environmental resource areas and appropriate buffers; and Develop methods to minimize impervious surfaces, and to protect and preserve open space (i.e. document LID development).
  29. If the proposed subdivision is not to be serviced entirely by the West Boylston Sewer System, a permit to construct a subsurface sewage disposal system to service each lot not to be so serviced shall be obtained from the Board of Health, and a condition shall be inscribed on the Definitive Plan as follows: "No building or structure shall be placed or built on any lot not serviced by the West Boylston Sewer System without a subsurface sewage disposal system permit from the West Boylston Board of Health."

**C. OTHER STUDIES**

In addition to the submissions required by section V.A of these Rules and Regulations, the Planning Board may require an Applicant to submit a traffic study and/or a local impact study of the proposed subdivision. Such traffic study shall conform to the scope specified by the Planning Board and shall be submitted, at least 15 days prior to the scheduled public hearing on the proposed subdivision, to the Planning Board, the Department of Public Works, the Fire

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Chief and the Police Chief for their review and comment, either on Form M1 (see Forms) or otherwise. Said local impact study shall address local environmental impacts, and financial impacts on town systems such as the schools, roadways, municipal services, and infrastructure.

*D. OTHER INFORMATION*

The Planning Board may require the Applicant to furnish such additional information as may, in the opinion of the Planning Board, be necessary to evaluate the feasibility of the proposed design of the subdivision. Such information may include the results of any tests or copies of calculations used in design, reasons for excessive fill or excavation, cross-sections of excavation of fill areas, copies of agreements granting the Applicant rights essential to development of the land and construction work involved, including the right of access over existing ways, or any analysis of environmental impacts prepared pursuant to *M.G.L. c.30, §§61-62H* or another comparable statute.

*E. REPORT OF THE BOARD OF HEALTH*

Within 45 days of the submission of the Definitive Plan, the Board of Health shall report to the Planning Board in writing its approval or disapproval of the Definitive Plan, or recommendations for modification thereof or conditions to be required thereof. In the event of disapproval or recommendation for modification or conditions, the Report shall include specific findings of fact in support of the Board of Health's conclusions.

Failure by the Board of Health to report to the Planning Board within 45 days of the submission of the Definitive Plan shall be deemed to constitute approval of the Definitive Plan by the Board of Health.

Approval by the Board of Health by any means of the Definitive Plan does not constitute an approval of a permit to construct or use an individual subsurface sewage disposal system on any lot, nor should it be construed to be an application for such permit. Any proposed subdivision that is not to be serviced entirely by the West Boylston Sewer System must obtain a permit from the Board of Health to construct an individual subsurface sewage disposal system for each lot that will not be serviced by the West Boylston Sewer System.

*F. COMMENTS OF OTHER TOWN OFFICIALS*

Within 30 days of the submission of the Definitive Plan, any of the Town officials and commissions to whom notice is required to be given by section V.A.5 of these Rules and Regulations may submit a Form M1 to the Planning Board including any recommendations for approval, disapproval or modification of the Definitive Plan, or conditions recommended to be required thereof.

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1. In the event that any such Town official or commission fails to submit such Form M1 or other written comments, the Applicant shall submit a written statement to the Planning Board noting the actions and dates that:
  - a. The Applicant has offered to meet with such official or commission to discuss the Definitive Plan; and
  - b. The official or commission has declined to meet with the Applicant or has identified no problems with the proposed subdivision.
2. Where appropriate, the Form M1 or other written comments submitted by the West Boylston Water District shall include comments advising the Planning Board regarding the availability of an adequate water supply to service the proposed subdivision; whether the Applicant should be required to install particular water facilities; and the approximate estimated cost of construction of such facilities and of connecting to the Town water system. To enable the West Boylston Water District to prepare such comments in a timely fashion, the Applicant shall submit to the District, together with the items specified in section V.A.5 of these Rules and Regulations, a plan showing in detail the proposed water service main and a detailed water utility impact study, prepared by a qualified professional engineer, showing:
  - a. The proposed water system for the proposed subdivision, including analysis of flows, pressures, and other applicable hydraulic data; and
  - b. The proposed subdivision's impact on existing water facilities (whether located on the site or not).



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3. Where appropriate, the Form M1 submitted by the Director of the Department of Public Works shall include comments advising the Planning Board regarding the approvals that the Director of the Department of Public Works will require in connection with the subdivision; any improvements to existing streets and ways that are made necessary by the development of the proposed subdivision; and the approximate estimated cost of construction of such improvements and of the streets and ways shown in the Definitive Plan. Where appropriate, the Form M1 submitted by the Director of the Department of Public Works shall also include comments advising the Planning Board regarding the availability of adequate sewage disposal capacity to service the proposed subdivision; whether the Applicant should be required to install particular sewer facilities; and the approximate estimated cost of construction of such facilities and of connecting to the West Boylston Sewer System. To enable the Director of the Department of Public Works to prepare such comments in a timely fashion, the Applicant may be required to submit, together with the items specified in Section V A.5 of these Rules and Regulations, a plan showing in detail the proposed sewer service main and a detailed utility impact study, prepared by a qualified Professional Engineer, showing:
  - a. The proposed sewer system for the proposed subdivision, including analysis of flows, pressures and other applicable data; and
  - b. The proposed subdivision's impact on existing sewer facilities (whether located on the site or not.)
4. Where appropriate, the Form M1 submitted by the Fire Chief shall include comments advising the Planning Board regarding the Definitive Plan's proposed street names and configurations, hydrant locations, special water supply facilities, water flow tests and any other matter pertaining to the safety and welfare of the public. To enable the Fire Chief to prepare such comments in a timely fashion, the Applicant shall submit to the Fire Chief, together with the items specified in section V.A.5 of these Rules and Regulations, documentation demonstrating:
  - a. The quantity of water presently available at the site for fire suppression purposes.
  - b. That the proposed subdivision will comply with either i. or ii. listed below:
    - i. the water supply is capable of satisfying requirements stipulated by the National Fire Protection Association (NFPA) in the latest edition of the following standards:
      - a. NFPA 13-D when a residential sprinkler system is permitted and installed, or

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- b. NFPA 13 when a conventional sprinkler system is installed, or
    - c. NFPA 1231 when the building is not equipped with a sprinkler system; or
    - ii. a satisfactory compliance alternative has been prepared by a qualified fire protection engineer.
  - c. The proposed subdivision's fire protection features will comply with all provisions set forth in the latest edition of NFPA 1141, and
  - d. All applicable requirements of the current edition of the State Building Code and the General Laws affecting fire safety will be complied with.
5. Where appropriate, the Form M1 submitted by the Police Chief shall include comments advising the Planning Board regarding the Definitive Plan's proposed street names and configurations, and any other matter pertaining to the safety and welfare of the public.
6. Where appropriate, the Form M1 submitted by the Conservation Commission shall include comments advising the Planning Board regarding the approvals that the Conservation Commission will require in connection with the subdivision.

*G. PUBLIC HEARING*

Upon determination by the Planning Board that the application for approval of the Definitive Plan is complete, the Planning Board shall set a date for the public hearing and so notify the Applicant. Notice of the hearing shall be arranged by the Planning Board, at the Applicant's expense, by advertisement in a newspaper of general circulation in West Boylston in each of two successive weeks, the first publication being not less than 14 days before the day of the hearing, and by mailing, by certified mail, return receipt requested, not less than 14 days before the date of hearing, a copy of the advertisement to all abutters.

*H. HOMEOWNERS ASSOCIATION*

If the Subdivision Plan includes drainage and stormwater management appurtenances outside of the public right-of-way, such as detention ponds, a Homeowners Association must be constituted to maintain these structures. The Town of West Boylston does not intend to accept maintenance beyond the roadway right of way. Accordingly, a Declaration of a Homeowner's Covenant must be created and provided for approval by the Planning Board's Counsel. An Operations and Maintenance Plan for these drainage structures must be provided for review by the Planning Board's Consulting Engineer. The Declaration of Homeowner's Covenant

must be recorded at the Worcester Registry of Deeds with the subdivision plan and reference to the covenant must be noted on the plans.

*I. PERFORMANCE GUARANTEE*

1. Types of Accepted Surety

Before endorsement of the Board's approval of a Definitive Plan of a subdivision, the Applicant shall agree to complete the required improvements specified in Section VII for any lots in a subdivision, such construction and installation to be secured by one, or in part by one, and in part by another of the following methods which from time to time may be varied by the applicant with the written consent of the Planning Board:

- a. **by a Proper Bond**, sufficient in the opinion of the Board to secure performance of the construction of ways, and the installation of municipal services required for lots in the subdivision shown on the Plan, and the Board may require that the Applicant specify the time within which such construction shall be completed.
- b. **by a Deposit of Money or negotiable securities**, sufficient in the opinion of the Board to secure performance of the construction of ways, and the installation of municipal services required for lots in the subdivision shown on the Plan, and the Board may require that the Applicant specify the time within which such construction shall be completed. Such monies would be deposited with the Municipal Treasurer and placed in a separate account.
- c. **by a Covenant**, executed and duly recorded by the owner of record, running with the land, whereby such ways and services shall be provided to serve any lot before such lot may be built upon, or conveyed, other than by mortgage deed; provided that a mortgagee who acquired title to the mortgaged premises by foreclosure or otherwise, and any succeeding owner of such premises or part thereof may sell any such lot, subject to that portion of the covenant which provided that no lot shall be built upon until such ways and services have been provided to serve such lot; and provided, further, that nothing herein shall be deemed to prohibit a conveyance by a single deed, subject to such covenant, of either the entire parcel of land shown on the subdivision plan, or all lots not previously released by the Board. A deed of any part of the subdivision in violation hereof shall be voidable by the grantee prior to the release of the covenant, but not later than three years from the date of such deed. Such Covenant shall be referred to on the plan and recorded in the Registry of Deeds. The Applicant shall send a copy of the covenant, showing the book and page on which it is recorded to the Planning Board within seven (7) days of recording.
- d. **by delivery to the Board of an agreement** executed after the recording of a first mortgage covering the premises shown on the plan, or a portion thereof given as security for advances to be made to the Applicant by the lender, which agreement,

shall be executed by the Applicant and the lender, and shall provide for the retention by the lender of funds sufficient in the opinion of the Board and otherwise due the Applicant, to secure the construction of ways, and the installation of municipal services. Said agreement shall also provide for a schedule of disbursements which may be made to the Applicant upon completion of various stages of the work, and shall further provide that in the event the work is not completed within the time set forth by the Applicant, any funds remaining undisbursed shall be available for completion.

2. Such bond or security shall be approved as to form and manner of execution by Town Counsel, and as to bonds, by the Town Treasurer, and shall be contingent upon the completion of the specified improvements within no more than one year from occupancy of the first house, or date of deposit agreement, whichever is earlier. Failure to complete such improvements may constitute grounds for rescission of approval of the Definitive Plan.

3. **Reduction of Surety Bond**

The penal sum of any such bond held under clause (1.a), or any deposit held under clause (1.b), or any amount of funds retained pursuant to an agreement under clause (1.d) shall bear a direct and reasonable relationship to the expected cost including the effects of inflation, necessary to complete the subject work. Such amount or amounts shall from time to time be reduced so that the amount bonded, deposited or retained continues to reflect the actual expected cost of work remaining to be completed.

4. **Release of Performance Guarantee**

Upon the completion of improvements required under Section VII, security for performance of which was given in accordance with Section V.I.1, clauses (a), (b), (c), or (d), the Applicant shall send by Registered Mail to the Town Clerk and the Planning Board a written statement that the said construction or installation in connection with which such bond, deposit, or covenant has been given has been completed in accordance with the requirements contained under Section VII, such statements to contain the address of the Applicant. If the Planning Board, after its final inspection, determines that said construction or installation has been completed, it shall notify the Town Treasurer in writing that it releases the interest of the Town in such bond or deposit; and that such bond or deposit shall be returned to the person or persons who furnished same; or release the covenant, by appropriate instrument, duly acknowledged, which may be recorded. However, the Town shall hold ten percent (10%) of the value of the performance guarantee for one (1) year after the completion of construction, or until the Town accepts the streets, whichever comes first. Prior to releasing the Town's interest in accordance with Section V.I.1, clauses (a), (b), (c) or (d), the Planning Board shall receive from the Applicant the following written approval, or thirty (30) days shall elapse after the request for said approval without action:

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- a. from the Planning Board Agent as to construction of all ways and sidewalks, installation of monuments, street signs, lights, gutters, curbs, required grading and drainage, planting and seeding;
- b. from the Board of Health as to the installation of sewage disposal facilities or/and from the Department of Public Works as to the installation of sewers, as appropriate;
- c. from the water supplier as to the installation of water facilities; and
- d. from the Conservation Commission as to the installation of erosion & sediment control measures and post-construction stormwater management practices.

If the Planning Board determines that said construction or installation has not been completed, it shall specify to the Applicant and to the Town Clerk, in writing by Registered Mail, the details wherein said construction and installation fail to comply with the requirements of the Subdivision Rules and Regulations. Upon failure of the Planning Board to act on such application within forty-five (45) days after receipt of the written statement from the Applicant by the Town Clerk, all obligations under the bond shall cease and terminate by operation of law, any deposit shall be returned, and any such covenant shall become void.

In the event that said forty-five (45) day period expires without such specification or without release and return of the deposit or release of the covenant as aforesaid, the Town Clerk shall issue a certificate to such effect, duly acknowledged, which may be recorded.

*J. DEFINITIVE PLAN APPROVAL*

In the case of a nonresidential subdivision where a Preliminary Plan has been duly submitted and acted upon or where forty-five days has elapsed since submission of the said Preliminary Plan, and then a Definitive Plan is submitted, the failure of the Planning Board either to take final action or to file with the Town Clerk a certificate of such action regarding the Definitive Plan submitted by an applicant within ninety (90) days after such submission, or such further time as may be agreed upon at the written request of the Applicant, shall be deemed to be an approval thereof. In the case of a subdivision showing lots in a residential zone, where a Preliminary Plan has been acted upon by the Planning Board or where at least forty-five (45) days has elapsed since submission of the Preliminary Plan, an Applicant may file a Definitive Plan. The failure of the Planning Board either to take final action or to file with the Town Clerk a certificate of such action on the Definitive Plan within ninety (90) days after such submission, or such further time as may be agreed upon at the written request of the applicant, shall be deemed to be an approval thereof. In the case of a subdivision showing lots in a residential zone, where no Preliminary Plan has been submitted and acted upon or where forty-five (45) days has not elapsed since submission of such Preliminary Plan, and a Definitive Plan is submitted, the failure of the Planning Board either to take final action or to file with the Town Clerk a certificate of such action regarding the Definitive Plan submitted by an Applicant within one hundred thirty-five (135) days after such submission, or such further

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time as may be agreed upon at the written request of the Applicant, shall be deemed to be an approval thereof. Notice of such extensions of time shall be filed forthwith by the Planning Board with the Town Clerk.

After the hearing required by Section V.G and after the report of the Board of Health or lapse of forty-five days without such report, the Planning Board shall approve the Definitive Plan or, if such plan does not comply with the subdivision control law or the Rules and Regulations of the Planning Board or the recommendations of the Board of Health, shall modify and approve, or shall disapprove such plan. In the event of disapproval, the Planning Board shall state in detail, wherein the plan does not conform to the Rules and Regulations of the Planning Board or the recommendations of the Board of Health and shall revoke its disapproval and approve a Plan, which as amended conforms to such Rules and Regulations or recommendations. A Planning Board determination that an application is incomplete or that insufficient information has been supplied by the Applicant shall be grounds for disapproval. The Planning Board, upon written request or agreement of the Applicant or his agent, may extend the time within which the Planning Board must act on the Definitive Plan and such request shall be filed with the Town Clerk. The Planning Board shall file a certificate of its action with the Town Clerk, a copy of which shall be recorded by the Clerk in a book kept for the purpose, and shall send notice of such action by registered mail, postage prepaid, to the Applicant at the address stated on the application.

NOTE: Approval of the Definitive Plan does not constitute the laying out, or acceptance by the Town of streets within a subdivision.

*K. RECORD PLAN*

Final approval of a Definitive Plan, if granted, shall be endorsed on the mylar transparency sheets of the Definitive Plan by the signatures of the majority of the Planning Board within six (6) months, but not until 20 days has elapsed following the filing of the certificate of the action of the Planning Board with the Town Clerk and the Town Clerk has notified the Planning Board that no appeal has been filed. Upon such endorsement, the Planning Board shall, at the Applicant's expense, have printed 6 prints of all endorsed Plans and drawings submitted to the Planning Board in conjunction therewith, as approved, plus three extra key sheets, which plans and drawings shall be plainly marked "Record Plans."

One print of the plan shall be retained in the files of the Board and other prints, with a notation on its action, shall be filed by the Planning Board with the Inspector of Buildings, the Town Clerk, the Board of Health, the Board of Assessors and the Department of Public Works

A copy of the Record Plan shall also be provided to the Planning Board in an electronic digital format, such as AutoCAD or Adobe Portable Document Format (PDF), or other such format acceptable to the Planning Board.

*L. RECORDING OF PLANS*

In accordance with the Subdivision Control Law, Section 81.X, the approved “record plan” and any supplementary documentation shall be recorded by the Applicant at the Worcester County Registry of Deeds or with the Land Court. Proof of this action will be supplied to the Planning Board within seven (7) days of the recording.

## **SECTION VI        DESIGN STANDARDS**

### **A.        GENERAL**

All lots shown on a plan submitted pursuant to these Rules and Regulations shall comply with area, frontage and other requirements of the West Boylston Zoning By-Law and shall conform to the Master Plan of the Town of West Boylston.

Natural features, ledge outcrops, large trees, water courses, scenic points, historic resources and similar community assets that add value and attractiveness to the subdivision and the Town shall be protected and preserved. Low Impact Development will be implemented where possible.

Not more than one building designed or available for use for dwelling purposes shall be erected or placed or converted to use as such on any lot in a subdivision, or elsewhere in the town unless specifically allowed by Town Bylaws.

### **B.        STREETS**

1.       Streets within a proposed subdivision shall be continuous, in alignment with existing streets or to the limits of the subdivision so as to provide for future extension in adjacent undeveloped lands where appropriate in the opinion of the Planning Board and to form a convenient system for safe travel. The proposed development shall provide multiple direct connections, i.e. walking and bicycle ways, in its local street system to and between local destinations, such as parks, schools, and shopping, without requiring the use of local feeder roads.
2.       No subdivision shall be approved unless the streets therein connect to and are accessible from a public way or an existing private way open to the public and in which the applicant has the necessary rights, nor shall it be approved if the Planning Board determines that such access roads will fail to meet its standards for capability to handle expected additional traffic from said subdivision.
3.       Streets shall be designed using the minimum required pavement needed to support travel lanes, on street parking, and emergency, maintenance, and service vehicle access. All streets in the subdivision shall be designed so that, in the opinion of the Planning Board, they will provide safe vehicular travel. Due consideration shall also be given by the subdivider to the attractiveness of the street layout in order to obtain the maximum livability and amenity of the subdivision. The proposed streets shall comprise a convenient system to ensure free circulation of traffic with a minimum number of intersections with primary industrial streets.



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4. Street intersections or jogs with centerline offsets of less than 150 feet, reverse curves, streets of varying width, street intersections at less than 60 degree angle and reserve strips prohibiting access to streets from adjoining property shall not be permitted, except where the Board finds them to be in the public interest.
5. Intersections of street sidelines shall be rounded with a curve of not less than 25 feet radius. All changes in the direction of a street shall be by means of curves in the centerlines with a minimum 100 foot radius.
6. Dead end streets shall not be longer than 750 feet measured along the centerline, from the center line of the intersecting through street to the end of the turnaround, and shall be provided at the closed end with a turnaround having an outside property line diameter of at least 120 feet. Where site conditions are favorable, cul-de-sac islands shall be designed to treat and infiltrate runoff through bioretention. The paved area should be pitched allowing the stormwater runoff to flow into the center bioretention area for treatment and infiltration. The center bioretention area shall be depressed to allow the collection and infiltration of surface runoff. In slowly permeable soils (less than 0.3 inches/hour) a perforated underdrain may be installed at the bottom of the excavation to prevent ponding. Any standards adopted by the Massachusetts Department of Environmental Protection will supercede this clause.
7. Depending on the amount of traffic they will be expected to accommodate, the streets in town, except state highways, shall be classified as local residential, residential feeder, primary industrial and secondary industrial. The classification of a proposed street shall be determined by the Planning Board.
8. Vertical curves are required for all changes in road grade of 2% or greater.
9. Where the street grade at the approach to an intersection of the "lesser" street exceeds four percent (4%), a leveling area shall be provided having a grade not to exceed three percent (3%) for a distance of 50' from the nearest exterior line of the intersecting street.
10. Roadways shall conform to the Typical Roadway Sections (see Plate 1). Design standards shall be as follows:

	Local Residential	Residential Feeder	Industrial Primary	Industrial Secondary
<b>Widths:</b>				
Right-of-way	50 feet	50 feet	60 feet	60 feet
Pavement	22 feet	26 feet	32 feet	26 feet
<b>Mid-centerline Radius:</b>	100 feet	300 feet	500 feet	200 feet

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**Grades:**

Minimum	1.0%	1.0%	1.0%	1.0%
Maximum	10.0%	8.0%	6.0%	8.0%
Maximum on Curves	6.0%	4.0%	4.0%	4.0%

**Minimum Stopping Distance:** 200 feet 275 feet 325 feet 275 feet

**Maximum Number of Lots or Dwelling Units Served:** 10 N/A N/A 10

**C. SIDEWALKS, BIKEWAYS AND WALKING PATHS**

Sidewalks and walking paths shall not be less than 5 feet in width. Sidewalks shall be constructed on one side of all subdivision streets and ways. Bikeways shall not be less than 8 feet in width and shall be located according to Planning Board recommendations. Where bikeways and sidewalks are separate from the street, the minimum right-of-way shall be 25 feet. The profile, dimensions and location of separately located sidewalks and bikeways shall be subject to the approval of the Planning Board. The grade shall be at least 1 inch above curb elevation. To the extent practicable, permeable paving (porous asphalt or pervious concrete) shall be used for sidewalks, provided the appropriate soil and slope conditions exist. When a sidewalk is constructed of permeable pavement, as approved by the Planning Board, runoff shall be directed away from the sidewalk.

**D. WATER SYSTEM**

Water mains, laterals and appurtenances shall be designed to conform with the West Boylston Water District (WBWD) specifications, and to provide adequate water service for the needs of residents and for fire protection. The minimum size of water main shall be 8". Water mains shall connect to municipal water supply system and shall extend to the limits of subdivisions wherever a future continuation into adjacent land is feasible. Whenever possible, the system shall be designed to form a continuous loop with existing or proposed water mains. Hydrants shall be spaced not more than 500 feet apart. The Applicant shall design, furnish and install all water pipes, gates, hydrants, service connections and necessary fittings to conform with WBWD specifications to make a complete system and grant to the Water District a quitclaim deed for the same. Isolation valves are to be spaced not more than 1,000 feet apart and every intersection shall have a separate valve for each direction. Minimum size water service is one (1) inch. Dead ends are to be gated with either a hydrant or permanent blowoff installed.

**SECTION VI: DESIGN STANDARDS**

Before activation, the water system shall be filled, flushed, pressure tested, disinfected (chlorinated/de-chlorinated) where applicable, and bacterial sampling done in accordance with the latest AWWA specifications. Any work related to the water system is to be inspected by the WBWD or its approved agent. Stamped As-Built drawings of the water system are to be submitted to the WBWD prior to acceptance of the system.

**E. STORM WATER MANAGEMENT**

Storm drains, culverts, and related installations, both surface and sub-surface, shall be designed to provide for safe unimpeded flow of natural water courses, drainage of low area along streets and to intercept water runoff along streets at intervals reasonably related to the extent, surface type and grade of the area drained. Certification is required for all developments that the design meets the Stormwater Management Standards specified by DEP in the Massachusetts Stormwater Guidance (no exemptions for smaller projects), as amended. Proper connection shall be provided to the existing drainage system and drains shall be extended to adjacent lands so as to provide for their future continuation. Drainage depending on flow over streets or land outside subdivision shall not be approved unless appropriate easements are first obtained. The minimum drain pipe size shall be 12" and the design velocity of flow shall be no lower than 2.5 feet per second and shall be 3 feet per second where obtainable. Maximum design velocity of flow shall be 15 feet per second.

Catch basins shall be located at both sides of roadway not more than 250 feet apart as necessary for proper interception of water runoff. Catch basins shall not be located at driveway openings. Culverts shall be designed to accommodate a 50-year frequency storm: underground storm drains, catch basins and related installations shall be designed to accommodate a 10-year frequency storm. The 100-year storm shall also be assessed for its impacts on the proposed subdivision, adjacent and downstream properties.

Provisions may be made to construct vegetated open channels in lieu of traditional curbs and gutters, where, in the opinion of the Planning Board, it is appropriate and reasonable. Vegetated open channels may consist of grass channels or dry swales. Grass channels are most appropriate for smaller drainage areas, mildly sloping topography, and housing density less than four (4) dwelling units per acre. Dry swales are most appropriate for high density areas. The Applicant may propose an open or "country drainage" system consisting of drainage swales or surface ditches to convey stormwater runoff from road and driveway surfaces. Such a system will only be considered on residential streets with less than 3% slope and generally permeable soils. The Applicant must submit drainage and hydrologic calculations to demonstrate the system can accommodate a 10-year storm. The 100-year storm shall also be assessed for its impacts on the proposed subdivision and adjacent and downstream properties to demonstrate there will not be unacceptable flooding conditions.

Adequate drainage shall be designed to manage the surface and subsurface water of the roadway and adjoining land. Street drainage designs shall be of the type known as a

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“manhole system” unless an open system is proposed. The “manhole system” is one in which the water collected in the catch basins empty into an intermediate manhole in a main drain laid in the street.

The main drain shall also have additional manholes installed at points where changes in direction or grade make such manholes necessary to ensure an uninterrupted flow of water to its final outlet. If it is felt that a variation or modification of the required drainage system is advisable, then the subdivider shall present such varied or modified design to the Planning Board for its adjudication. The design shall include the size, quality, and type of pipe; inlets, manholes, stormwater treatment and detention areas; and the percent of grade. All necessary drains or roadway or subsurface water, which is otherwise not taken care of, shall be drawn in a manner approved by the Planning Board. The applicable design criterion shall be no increase in the peak rate of runoff for the 10-year 24 hour storm, and the 100-year 24 hour storm shall be assessed to determine that there will be no adverse impact on the proposed subdivision or adjacent and downstream properties. Where water is to be ponded to a depth greater than two (2) feet, a four foot fence or barrier is to be used to limit access. A twelve (12) foot gate and road is to be included to allow access for maintenance.

No stormwater appurtenances that service the proposed subdivision will be located outside of the Subdivision boundaries.

Ownership and responsibility for maintenance of all drainage structures located outside of the right of way (e.g. detention/retention basins, headwalls, swales, etc.) shall become the responsibility of the property owners within the subdivision. Ownership and responsibility for maintenance of those structures shall be deeded to a Homeowner’s Association as defined in Section V. H. The town of West Boylston will not accept ownership nor responsibility for maintenance of said structures.

The use of Low Impact Development methods is encouraged.

**F. PROTECTION OF LOCAL WATER SUPPLY**

All proposed storm water management systems must provide for maintaining existing storm flow rates from the site under the developed condition. In addition, no direct discharges of stormwater to wetland resource areas or waterways will be permitted without treatment prior to discharge. Stormwater systems should be designed to reduce suspended solids by a minimum of 80% to prevent pollution from reaching off-site areas and degrading water quality. To achieve these reductions in pollutant loads the Stormwater Best Management Practices (BMP) adopted by the Department of Environmental Protection (DEP), including those cited in the DEP Stormwater Management Policy Guidance (1996), shall be followed for all developments. The use of Low Impact Development (LID) practices is encouraged. Additional information regarding LID is available on the Massachusetts State Website. Other sources of BMP and techniques are detailed in the USEPA Guidance for Construction Site

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Stormwater Management (1992) and the Massachusetts Nonpoint Source Management Manual (1993) as amended.

**G. SEWERS**

1. Proposed sewer systems must comply with the Town of West Boylston Sewer Use Regulations. Proposed sewer systems must also comply with TR-16 (Guides for the Design of Wastewater, from the New England Interstate Water Pollution Control Commission) and all current Policies on sewer construction as adopted by the Board of Sewer Commissioners. Said Regulations and Policies are available at the office of the Department of Public Works.
2. Inspection and approval of the sewers will be done by the Department of Public Works.
3. Sanitary sewers shall be constructed as shown on the Sewer Master Plan. Pipe sizes, materials, grades and locations shall be shown on the plan. All construction shall be in accordance with the specifications of the Board of Sewer Commissioners.
4. House connection to have a slope of 2% minimum.
5. Manholes shall be constructed at all changes in slope, direction or pipe size, and shall not be greater than 300 feet apart.
6. Prior to approval of the system, air, vacuum and manhole testing will be required, at the Applicant's expense, as directed by the Department of Public Works.. All pipe installation will be inspected prior to backfill. An As-built drawing, certified by a Professional Engineer, will be provided prior to acceptance.
7. All pipe is to be PVC or Ductile Iron. All manholes are to be precast concrete with brick inverts.
8. The sewer shall be located in the center of the road.
9. Infiltration allowance for the sewerage system shall be a maximum of 200 gallons per day per mile of sewer per inch of pipe diameter, as determined by a standard infiltration test if required by the Department of Public Works. In the case of an exfiltration test, the minimum allowable value shall be 295 gallons per day per mile of sewer per inch of pipe diameter.
10. Dry sewers shall be planned and installed in a subdivision when required by the Planning Board and the Board of Sewer Commissioners.

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11. Pipe sizes and location shall be designed in accordance with standard engineering practice such as the American Society of Civil Engineers Manual of Practice No. 37 as approved by the Planning Board and the Department of Public Works . Minimum pipe size allowable shall be 8 inches for lateral and 6 inches for a service.
12. The minimum allowable slopes for sanitary sewers shall be as follows:

<b>Pipe Size in Inches</b>	<b>Minimum Slope Feet per Foot</b>
8	0.004*
10	0.003
12	0.002
15	0.0015
18	0.0012
21	0.0009
24	0.0008
27	0.0007
30	0.0006
36	0.0005

\*The Planning Board may require a minimum slope of .01 for upstream sections of PVC sewer lines.

13. When sewers are increased in size, or when a smaller sewer joins a larger one, the invert of the larger sewer should be lowered sufficiently to maintain the same energy gradient. An approximate method for securing these results is to place the 0.8 depth point of both sewers at the same elevations.
14. Sewers must be laid with uniform slope and alignment between manholes.
15. In the case of sewers where the slope and volume are such that velocities of 15 feet per second are realized at average flow, special provisions shall be made to protect against erosion and shock.
16. A drop pipe should be provided for a sewer entering a manhole at an elevation above the manhole invert .

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*H. EASEMENTS*

1. Easements for utilities within lots or along rear or side lot lines, shall be provided where necessary, and shall be at least 20 feet wide and accessible by maintenance vehicles.
2. Where a subdivision is traversed by a water course, drainage way, channel or stream, the Planning Board shall require the Applicant to provide a stormwater easement or drainage right-of-way of adequate width to conform substantially to the lines of such water course, drainage way, channel or stream, and to provide for construction, maintenance or other necessary purposes. In the absence of engineering or physical evidence as to the extent of the drainage way, an easement shall be required encompassing 30 feet from the banks of any perennial stream and 15 feet from the bank of an intermittent stream.
3. In order to secure adequate provision for water, sewerage, drainage, and other requirements where necessary in the subdivision, all water courses, drainage ways, channels, and streams shall be unobstructed and free from debris.
4. Easements for drainage across lots, usually along rear or side lot lines, shall be provided where necessary, and shall be at least 20 feet wide. Such easements shall be of adequate width to provide for the construction of such drainage and for the proper maintenance thereof.
5. All lines of all easements will be calculated and described on the subdivision plan with a bearing and a distance.
6. If on the Preliminary or Definitive Plan an area is left for possible future construction of a road to back or adjacent land, a minimum of a 10-foot wide slope easement shall be shown on all lots abutting such road area to enable proper slope construction if and when the road is built. The slope easements shall accompany the easement for future roadway and utility construction of the road area.
7. Temporary construction easements shall be shown on all lots adjacent to the proposed roadways to allow for construction of backslopes from the road onto the lots. The easements shall extend a minimum of 10 feet into each lot, or a greater distance if required by the proposed construction. The easements shall terminate upon acceptance of the street by the town.

*I. OPEN SPACES*

Before approval of a Preliminary or Definitive Plan, the Planning Board shall, in proper cases, require the plan to show a park or parks suitably located for playground or recreation

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purposes or for providing light and air. The park or parks shall not be unreasonable in area in relation to the area of the property proposed to be subdivided and to the prospective uses of such property.

Such parks shall be provided with appropriate frontage on a street and pedestrian ways from each of the surrounding streets. The Planning Board may, by appropriate endorsement on the plan, require that no building be erected within the boundaries of such park or parks for up to 3 years without its approval.

**J. PROTECTION OF NATURAL FEATURES**

1. Due regard shall be shown for all natural features, such as large trees, archaeologic sites, water courses, historic sites, scenic points, and similar community assets, which, if preserved, will add attractiveness and value to the subdivision.
2. Every subdivision shall comply with the requirements of the *Wetlands Protection Act*, M.G.L. c.131, §40, the regulation issued thereunder. If design changes are required as the result of an action or decision of the Conservation Commission pursuant to such provisions, the Applicant shall promptly notify the Planning Board. The Planning Board may condition its approval of the plan upon the issuance of an Order of Conditions by the Conservation Commission.
3. The Tree Warden shall be consulted before any trees are removed.

**K. EARTH REMOVAL**

Where earth removal is associated with the construction of subdivision streets and drainage, the developer shall provide the following information in accordance with the requirements of the Earth Removal Board:

1. Amount of earth to be removed; and
2. Proposed disposition of such earth.

**L. EROSION AND SEDIMENT CONTROL**

1. The purpose of this section of these Rules and Regulations is to eliminate or reduce the harmful impacts of soil erosion and sedimentation on the public health, safety and welfare and the environment by prohibiting increases in sediment-laden runoff from land-disturbing activities and by prohibiting streambank erosion along bodies of water. This section sets forth activities with potential for such impacts and requiring review and approval as part of the Subdivision Control process for activities above thresholds of jurisdiction under this section. By implementing the controls in this



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section such erosion and sediment will be controlled to protect water quality, flood storage, stream flow, wildlife habitat, aquatic resources and public safety.

2. No person shall clear, cut, or do any land-disturbing activity on an area of land pursuant to a Definitive Plan approval pursuant to these Rules and Regulations unless such land disturbance has been specifically approved by the Planning Board put to this Section. In order to obtain such approval, the Applicant shall submit, together with the Definitive Plan:
  - a. A description, phasing, and sequencing of construction activities, which specifies the expected date of soil stabilization and completion;
  - b. Temporary and permanent soil erosion and sediment control measures;
  - c. Temporary and permanent seeding and other vegetative controls.
3. The Applicant shall have a Certified Professional in Erosion and Sediment Control or Registered Engineer prepare detailed erosion and sediment control plans for approval by the Planning Board, which may include:
  - a. Detailed location, elevation, and cross-section of any dam or basin with drainage calculations to justify basin sizing;
  - b. Plan view of any dam or basin;
  - c. Spillway and outlet control designs showing calculations and profiles;
  - d. Emergency spillway and outlet control designs showing calculations, profiles, and cross-sections;
  - e. Runoff calculations for peak runoff during a 100-year storm;
  - f. Notes and construction specifications;
  - g. Type of device;
  - h. Drainage area to any device;
  - i. Volume of storage required;
  - j. Outlet control mechanism details;
  - k. Storage depth below an outlet or clean-out elevation;
  - l. Embankment height, slope, cross-sections, and elevation;

- m. If required by the Planning Board, a portable safety fence may be required surrounding any basin or trap, not less than 42 inches in height with openings not more than three inches in diameter, firmly anchored at spacing no greater than eight feet. Detailed plans should be submitted where appropriate.
- 4. Vegetative stabilization measures will be employed. All perimeter dikes, slopes, basin or trap embankments will be stabilized with sod, hydroseed, and/or straw mulch (anchored on disturbed slopes greater than 15%), within 7 calendar days of disturbance. All other disturbed areas will be stabilized with sod, hydroseed, and/or straw mulch, (anchored on slopes greater than 15%), within 14 calendar days after disturbing activities have ceased.

The applicant shall submit a plan depicting where topsoil will be stripped from areas to be disturbed and stockpiled in an approved area and stabilized with temporary vegetative cover if left more than 21 calendar days. Perimeter sediment controls will be installed around stockpiled topsoil.

During the months of October through March, when seeding and sodding may be impractical, an anchored mulch will be applied as approved by the Board.

- 5. During construction, all catch basins shall be provided with siltation controls and maintained to minimize the amount of silt that enters the drainage system.

## **SECTION VII        IMPROVEMENTS**

The Applicant shall arrange, perform or contract and pay for all services and material needed for the installation of municipal services, including storm drains, sewerage, street lighting, water supply and fire alarm and their appurtenances and for the construction of streets, including roadbed preparation, pavement, driveway aprons, sidewalks, grass plots, curbing, non-regulating street signs, bounds, fences and guard rails, retaining walls, and erosion and sedimentation control devices and roadside improvement such as slopes and trees. All of these required improvements shall be installed or constructed in accordance with applicable provisions of these Rules and Regulations and as shown on approved definitive plans or as specified in the certificate of Planning Board's approval or in any covenants and agreements executed by the applicant and accepted or approved by the Board. Once municipal services are installed, the Applicant is responsible for operation and maintenance costs of these services until the road is accepted by the Town.

Construction activities are to occur only during the hours of 7 am through 7 pm, Monday through Saturday.

### **A.        STREETS AND ROADWAYS**

1.        The entire area of each street or way shall first be cleared of all stumps, brush, roots, boulders, like material and all trees not intended for preservation. Stumps and trees not intended for preservation shall be cleared and shall not be buried. All loam and other yielding material shall be removed from the roadway area to the depth encountered and for the full width of the traveled way. Rock and boulders shall be taken away or broken off to a depth of not less than 12" below the bottom of the sub grade. All drains, public utilities and water mains including individual service laterals shall be installed prior to any further construction of the roadway.
2.        All roadways shall be constructed in accordance with the West Boylston Department of Public Works Standard Specifications and shall be brought to a finished grade as shown on the profiles of the Definitive Plan and in accordance with the cross section adopted by the Planning Board, constructed as follows: At least 18 inches of good, clean bank gravel with no stones larger than 4 inches in diameter shall be in place and compacted. The surface shall be wet during compaction to bond the material. Thereafter the roadway shall receive a layer of select gravel of at least 4 inches in thickness, free of all stone over 1-1/2 inches in diameter and free from loam or other foreign material. This layer shall also be wet and compacted. All layers shall be compacted to not less than 95% of the maximum dry density of the material as determined by the standard AASHTO Test Designation T99 compaction test method C at optimum moisture content. All tests are at the applicant's expense.
3.        After the roadway has been finished with the top gravel coat and inspected it shall receive the following surface treatment: The roadway shall be paved to a thickness of 3

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inches measured after compaction with 2 courses of Class One Bituminous concrete pavement, Type I-I consisting of a 1-inch wearing course and 2-inch binder course. The aggregate shall be composed, mixed and laid hot in two courses as specified in the "Massachusetts Public Works Specifications, Section 460 for Class I Bituminous Concrete Pavement" as specifically set forth in Section 460.20 to 460.82 or as amended.

4. After road acceptance there shall be no street cuts for five years except in the case of, in the opinion of the Planning Board and the Director of the Department of Public Works, an emergency.

**B. MUNICIPAL AND UTILITY SERVICES**

1. All utilities within a subdivision shall be placed underground. Adequate provisions for street lighting shall be made where underground electrical service is provided.
2. Drains, sewer pipes and related equipment, such as manholes and catch basins, shall be constructed in conformity with specifications of the "Standards Specifications for Highways and Bridges," Department of Public Works, Commonwealth of Massachusetts, 1988, as amended.
3. Water pipes and related facilities such as hydrants, blow-offs and shut-off valves shall be installed within the subdivision as necessary, providing all lots on each street with adequate water supply for domestic and fire protection use. Hydrants shall be not farther than 500 feet apart. The cost for materials, labor and installation shall be borne by the Applicant. Materials and supplies used in such installation shall conform to West Boylston Water District specifications. Water mains shall be no less than 8 inches in diameter and shall be of larger size when required by the Board. All water pipe and facilities required by the Town's Consultant Engineer, including thrust blocks and curb stops shall be constructed prior to the finish grading of the roadway.
4. Adequate disposal of surface water shall be provided in the following manner:
  - a. Each drainage plan submitted for approval shall be accompanied by a design analysis prepared by a qualified Registered Professional Engineer. The analysis shall clearly indicate all the computations for the drain including determination of pipe size and strength, channel size and stability, and a statement concerning the disposition of flow. If the flow is discharged to the ground surface on land not belonging to the applicant then a drainage easement over the ground subject to flow shall be obtained by the applicant, and a statement to that effect shall be included with the design analysis.
  - b. The rational method shall be used with a rainfall event having a recurrence interval of 10 years for design computations for drain lines. This storm has an

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intensity of 5.4 inches for a 5 minute time of concentration. Intensities for small areas correspond to the time of concentration for the area. A rainfall event having a recurrence interval of 50 years shall be used for roadway culvert design.

- c. The curve number or "C-value" used to calculate 'existing conditions' flows shall be based on a wooded or grassed land use and the appropriate hydrologic soil group. Runoff analysis shall be based on NRCS(SCS) methodology presented in TR-55 or TR-20. Pre- and post-development runoff for 2, 10 and 100 year-24 hour, Type III storm events shall be compared.
- d. The proper drain size may be calculated by using "Manning's Formula" with a "Kutter's" "n" value of 0.010 for smooth plastic pipe, 0.013 for concrete pipe, and 0.024 for corrugated metal pipe. For culverts, the minimum size of pipe shall be 12 inches in diameter. The culverts and drains shall be large enough to pass the design storm without surcharge.
- e. All storm drains shall be High Density Polyethylene (HDPE-N12) or reinforced concrete of adequate strength, except that, if approved by the Planning Board, bituminous coated, galvanized, corrugated metal pipe or pipe arch or other material may be used in off-street locations. Piping shall be in conformance to the State of Massachusetts Standard Specifications for Highways and Bridges, as amended.
- f. All stormdrain pipes shall be laid on a slope so that the minimum design velocity shall be 3.0 feet per second. Consideration will be given to flatter slopes if adequate provisions are made for cleaning the pipes. All plans having drains with slopes which will produce pipe velocities less than 2.0 feet per second, flowing full, shall be accompanied by a letter stating the reason for the flat slope. The letter shall have a space for approval by the Planning Board or its Agent or Consultant Engineer, and the drain shall not be constructed until the letter has been approved. The maximum allowable velocity with the pipe flowing full shall be 15 feet per second.
- g. Inlets shall have an adequate waterway opening to pass the design storm with not more than 0.2 feet of surcharge. Grates and frames shall be "American made," of cast iron suitable for the loads which can occur either during the construction or afterward. Inlets shall be constructed either of brick and mortar with 8" thick walls, precast segmental concrete blocks not less than 6" thick mortared in place, or of precast pipe sections. Inlets shall be set on a base of either poured concrete 8" in thickness, or precast segmental base blocks not less than 4 inches in thickness. Inlets shall be used in off-street locations and the grate frame shall be mortared in position with the rim 0.2 feet below the grade of the finished ground surface. Side openings may be used in lieu of a grate if

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the quantity of runoff exceeds the capacity of a grate of reasonable size as approved by the Planning Board or its Agent or Consultant Engineer. Inlets shall be 5.0 feet inside diameter, with a 4' sump and watertight hood or "T" over the outlet, and discharge to a manhole.

- h. Catch basins shall be installed on both sides of the roadway on continuous grades at intervals not to exceed 250 feet, at low points and sags in the roadway, near the corners of the roadway at intersecting streets. Such catch basins shall have a five foot inside diameter with a four foot sump and a watertight hood, and shall be provided with curb inlets. Drain pipes shall extend through manholes to the point of discharge, with a manhole being required at every change in direction, slope or diameter in the drain pipe, and at every intersection of drain pipes (see Plates 2 and 2A). All catch basins shall discharge into the drain system through a manhole.
- i. The pipe trench shall be excavated to the required line and grade shown on the approved plan including earth, boulders and ledge. Trenches for storm drains shall be no wider than the outside diameter of the pipe plus 16 inches for pipes through 18 inches nominal diameter, and the outside diameter plus 24 inches for pipe larger than 18 inches. This trench width shall apply from the top of the pipe to the bottom of the trench. Above the top of the pipe the trench may be as wide as necessary to properly install the pipe. Trenches with side slopes steeper than the natural angle of repose of the soil shall be sheeted as necessary to avoid cave-ins and sloughing.

All excavations shall be properly barricaded and lighted at night where they are close to pedestrian or vehicular traffic. Before any pipe is placed in newly constructed fill, the Contractor shall, as directed, place the fill 2 feet above the top of the pipe after which the pipe trench may be excavated. If any cross pipes, conduits, drains or other unforeseen obstacles are encountered in the excavation which cannot be relocated, the drain shall be redesigned to avoid the obstruction in a manner suitable to the Planning Board or its Agent or Consultant Engineer. Possible obstructions to the line shall be investigated prior to the construction of the drain in its immediate vicinity.

- j. Trenches may be excavated with a flat bottom, but the full length of the pipe, except the bell, must rest upon undisturbed soil except as hereinafter specified. Where trenches have been over-excavated, a selected earth or gravel foundation, thoroughly compacted, shall be provided for proper pipe bedding. Soil, which is considered to be unstable by the Planning Board or its Agent or Consultant Engineer, shall be removed to a depth of not less than 2 feet below the bottom of the pipe and replaced with compacted sand and gravel to the bottom of the pipe. Unstable soil or other excavated material shall be disposed

of off site. When PVC or HDPE pipe is used, bedding and backfill shall be brought to the springline of the pipe.

- k. Pipe shall be laid starting with the downstream end. Grade boards or other approved devices shall be provided to insure that the pipe is laid true to line and grade. Reference bench marks shall be clearly marked to enable the Inspector to quickly check the grade and invert elevations. The joints of all pipes shall be filled with mortar composed of one part Portland Cement to three parts clean sharp sand. Jute shall be required on joints of all pipes 15 inches or larger. Lime may be added up to 25 percent of the cement and enough water to make a workable mix. The downstream pipe shall be laid with groove or bell end facing upstream in the proper position, and a dab of mortar shall be placed in the bell or groove. The spigot or tongue end shall be placed in the bell or groove, such that the inverts match and, the peripheral space shall be filled with stiff mortar. All mortar squeezed out on the inside of the pipe shall be removed before it sets.
- l. After the pipe has been laid and inspected, the trench shall be backfilled. The space under the pipe haunches shall be carefully filled with selected material, free from stones or frozen earth, and compacted carefully to prevent the pipe from moving. The layer of backfill up to 12 inches over the top of the pipe shall also be of select material free from stones and frozen earth, and compacted. The remainder of the trench shall be backfilled in 12 inch layers except as noted below, and each layer shall be fully compacted in an approved manner. Under roads or other traffic areas the trench shall be backfilled in 6 inch layers with each layer compacted to the density of the surrounding soil. Pavement and base course materials removed during the excavation process shall be replaced with pavement and base course to match those removed. No old pavement shall be backfilled into trenches. When, in the opinion of the Planning Board or its Agent or Consultant Engineer, the excavation is deep enough to warrant it, temporary pavement shall be provided as directed. Trenches not in pavement shall be left in mounded condition as directed by the Planning Board or its Agent or Consultant Engineer.
- m. Security bars shall be provided at the entrance and outfall of all culverts or open pipe drains greater than 12" diameter. Bars shall be constructed such that it will not pass an 8" diameter sphere or become easily clogged, or of a design approved by the Planning Board or its Agent or Consultant Engineer, and the grate shall be installed in a manner approved by the Planning Board or its Agent or Consultant Engineer. A suitable drawing of the grate and method of installation shall be submitted for approval with the plans for the drains and appurtenances.

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- n. Concrete or Field Stone masonry headwalls shall be provided at both ends of culverts and the discharge ends of storm drains. They shall conform to the table on Plate 3 and 3A.
- o. The discharge ends of all drains with flowing full velocities of 4 feet per second or more shall be protected with bank/apron protection of a width not less than 10 times the nominal pipe diameter from the end of the discharge pipe. The bank/apron protection for exit velocities of 4 to 10 feet per second shall be composed of a minimum of a 12 inch thick layer of stones placed upon a bed of sand and gravel 6 inches in thickness, or an appropriate geotextile membrane: The stones shall be sized so that not less than 60 percent shall have a dimension of 12 inches or more. The stones after being laid shall be carefully chinked by hand to make a reasonably smooth and shaped surface. Where exit velocities are greater than 10 feet per second, the thickness of stones and the dimensions of the individual pieces shall be sized to prevent displacement by the flow. In this case, details shall be submitted to the Planning Board or its Agent or Consultant Engineer for approval. In addition, bank/apron protection will be required for all drainage channels having design flow velocities greater than five (5) feet per second and for any change in direction or intersection of drainage channels. Methods other than using stone are encouraged, and specifications and details need to be submitted.

C. SIDEWALKS AND BIKEWAYS

- 1. All sidewalks shall be designed in conformance with conditions specified by the Architectural Access Board and the *Americans with Disabilities Act of 1990, 42 U.S.C. §1201 et seq.* All sidewalks will have a 5-foot minimum width.
- 2. Sidewalks and bikeways shall be in accordance with the specification below:
  - a. Concrete sidewalks: 4" thick cement concrete, reinforced with No. 4, 4" x 4" mesh, 2,500 lb. concrete, wood float finished, laid on a base of at least 6" of well compacted bank gravel. An expansion joint (3/4" open) shall be provided at least every 20' dividing joints shall be scored into walk every 4'. Base gravel material shall be in accordance with the specifications outlined above for street construction, provided that no stone shall have a dimension in excess of 2 ". It shall be thoroughly compacted.
  - b. Asphaltic concrete sidewalks and bikeways: The foundation shall be 6" of bank gravel as specified in Section (a) above. The wearing surface shall be laid in two courses, a 1" bottom course and a 1" top course, the thickness to be measured after compaction. The material and application shall conform to the



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specifications for roadway surfacing. All edges of the walks shall be formed with wood screeds which are securely anchored and left in place.

- c. Use of permeable pavement, as approved by the Planning Board, shall be designed in accordance with the Massachusetts Stormwater Technical Handbook (as amended) or equivalent design guidelines and specifications approved by the Planning Board. Runoff shall be directed away from permeable paving surfaces as the introduction of dirt or sand onto the permeable paving surface when transported by runoff from elsewhere will contribute to premature clogging and failure of the paving. Permeable paving should be one of the last items to be constructed on a development site, after most heavy construction vehicles are finished and after the majority of the landscaping work is completed. Permeable pavement shall not be used on slopes steeper than 5%. Permeable pavements are not appropriate for gas stations, truck stops, or areas in which high concentrations of hydrocarbons or other pollutants can be leached into soil.
3. The following design guidelines shall be observed during the construction of bikeways:
    - a. Minimum pavement width: 8 feet;
    - b. Maximum grade: 8%;
    - c. Minimum center line radius: 25 feet;
    - d. Vertical curves shall be required for changes in grade which exceed 2%;
    - e. Curb cuts shall be provided at the intersection of bikeways and streets.
    - f. Signs of a design approved by the Board shall clearly mark each "Bikeway."

**D. CURBS**

1. Curbing is required on both sides of all roadways with piped drainage systems and shall be one of the types specified by the Planning Board except that type VA4 granite curb shall be used in the following cases:
  - a. All finished grades over 6%.
  - b. All headers with transition section at each end for catch basins.
  - c. All street intersections along turning radii and extending 6 feet tangent along each side of each roadway at the intersection.

2. Approved types of Curbing:
  - a. Sloped granite edge stone type SB.
  - b. Granite curbing type VA4.
  - c. Bituminous concrete berm "Modified Cape Cod Berm".
3. Terminal Curb: tapered terminal curb section of vertical granite curb construction having a minimum length of 4 feet and a tapered section 2 feet in length will be required as the first and last stones along each section of granite curbing and adjacent to each separately placed curb inlet.

*E. SIDE SLOPES AND PLANTINGS*

1. The area in back of the sidewalk shall be sloped at the rate of three to one (maximum) to a point where it precisely coincides with the finished grade of abutting lots.
2. On all areas within roadway, walkway, and bikeway right of-ways except areas not receiving surface treatment or areas requested by the Board to be left in a "natural condition" the ground shall be cleared and grubbed and at least 6 inches of an approved loam topsoil shall be applied. These areas shall be protected from erosion and seeded with an acceptable uniform, and healthy growth and until building construction has been completed.
3. No removal of loam from the development shall be made until a 6 inch thickness of loam shall be provided throughout the entire area of all lots and on the planting strips along the roadway. Only such areas as roadways, driveways, building sites and areas requiring filling may be stripped of topsoil. Areas on a lot where cut or fill is not required for construction of the buildings on that lot shall not be stripped of topsoil. Only after the above requirements have been met may surplus loam be disposed of in accordance with the Earth Removal Bylaw of the Town.

*F. STREET LIGHTS AND SIGNS*

1. The Applicant shall be responsible for furnishing and erecting street lights at locations and the type approved by the Planning Board and the West Boylston Municipal Lighting Plant. Lights shall be partial- or full-cutoff style with low-glare luminaires.
2. Street signs shall be erected at all intersections. These signs shall meet the specifications established by the Board of Selectmen, and shall be erected prior to the construction of the first building on the street. From the time of rough grading until

**SECTION VII: IMPROVEMENTS**

such time as each street is accepted by the Town as a public way, the sign posts at the intersection of such street with any other street shall have affixed thereto a sign designating such street as a private way. The lettering shall be so arranged that the word "Private" may be painted out or removed when the street is accepted by the Town as a public way. Street sign posts shall be seated on concrete.

3. Street names shall be approved by the Planning Board. The applicant shall contact the Historic Commission for recommendations.

**G. TREES**

1. The Applicant shall provide and plant at approximately 75-foot intervals and ten (10) feet off the right of way at least one suitable shade tree, having a minimum height of 10 feet. Both the species and the location of which trees are to be planted shall be approved by the West Boylston Tree Warden. Existing trees of at least equal size that have been preserved within the right-of-way may be substituted to fulfill this requirement.
2. If the Applicant finds it necessary to remove any tree owned by the Town, or if the Planning Board finds it necessary to have the Applicant remove any such trees, the Applicant may do so with the approval of the Tree Warden, and shall replace any and all at his own expense with new plantings of a size and species approved by the Tree Warden. The locations for these plantings shall be designated by the Tree Warden, and shall be guaranteed by the Applicant for a period of one year.

**H. MONUMENTS**

1. Monuments shall be made of granite and installed at all way intersections, at all points of change in direction or curvature of ways and at other points where, in the opinion of the Planning Board, permanent monuments are necessary. Concrete monuments shall be installed at all points of change in direction or end points of easements. All monuments shall be a minimum of 4 inches square by 4 feet long and shall be set 4 inches above the proposed grade. No permanent monuments shall be installed until all construction which could destroy or disturb the monuments is completed.
2. The Planning Board shall require a certificate by a registered land surveyor to be obtained at the Applicant's expense, indicating that these monuments are in place and accurately located. The certificate is to be presented to the Consultant Engineer prior to acceptance of the road by the Town.

*SECTION VII: IMPROVEMENTS*

*I. DRIVEWAYS*

Driveways shall be installed in conformity with the Town of West Boylston Driveway Location Rules and Regulations, dated February 1, 2004, or as amended, and compliant with the design specifications on the Typical Driveway Detail. A Street Access Permit shall be required from the Department of Public Works for all driveways.

*J. CLEAN UP*

The entire area must be kept clean during construction and cleaned up so as to leave a neat and orderly appearance free from debris and other objectionable material.

## **SECTION VIII      ADMINISTRATION**

### **A.      WAIVER OF COMPLIANCE**

Strict compliance with the requirements of these rules and regulations may be waived when, in the judgment of the Planning Board, such action is in the public interest and not inconsistent with the intent of the *Subdivision Control Law*. In making this determination, the Planning Board shall consider whether:

1.      The public health, safety, and the environment will be protected;
2.      Strict application of the requirement to be waived would undermine the public interest;
3.      Specific substitute requirements can be adopted that will result in the substantial protection of the Subdivision Control process established in *M.G.L. c.41 §81R*, and the rights of persons affected by the waiver; and
4.      The action made possible by the waiver will not violate the provisions of any state or federal law or local bylaw.

The Planning Board may not waive the requirements of the Zoning Bylaws of the Town of West Boylston.

### **B.      CONSULTANT COSTS**

1.      In any matter under the Planning Board's review where the Board determines that the assistance of outside consultants (engineers, lawyers or other appropriate professionals) is warranted due to the size, scale, or complexity of a proposed project or because of a project's potential impacts, the Board shall require that applicants pay a "review fee" and a "construction inspection fee" consisting of the reasonable costs incurred by the Board for the employment of outside consultants engaged by the Board in the review of an application and to ensure compliance with Planning Board decisions.

*SECTION VIII: ADMINISTRATION*

2. A deposit towards said "review fee" and "construction inspection fee" shall be made at the time the application is submitted (see Fee Schedule). Amendments to an approved subdivision plan must also be accompanied by the appropriate fees (see Fee Schedule). Any application not accompanied by the appropriate fee, payable to the Town of West Boylston, in cash, money order, bank or certified check, shall be deemed incomplete. An Applicant's failure to pay any additional review or inspection fee within three business days of receiving notice that further fees are required shall be grounds for either disapproval or rescission of a decision of the Planning Board.
3. Funds received by the Board pursuant to this section shall be deposited with the municipal treasurer who shall, pursuant to *M.G.L. c.44, §53G*, establish a special account for this purpose. Expenditures from this special account may be made at the direction of the Board without further appropriation by Town Meeting. Expenditures from this special account shall be made only in connection with the review of a specific project or projects for which a review fee has been or will be collected from the Applicant. Failure of an Applicant to pay all appropriate review fees shall be grounds for denial of the application.
4. Review fees may only be spent for services rendered in connection with the specific project for which they were collected. Accrued interest may also be spent for this purpose. At the completion of the Board's review of a project, any excess amount in the account, including interest, attributable to a specific project, shall be repaid to the applicant or the applicant's successor in interest. A final report of said account shall be made available to the Applicant or the Applicant's successor in interest, provided that any person or entity claiming to be an Applicant's successor in interest shall provide the Board with documentation establishing such succession in interest.
5. Pursuant to *M.G.L. c.44, §53G*, any Applicant may take an administrative appeal from the selection of the outside consultant to the Board of Selectmen. The grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum required qualifications. The minimum qualifications shall consist of either an educational degree in or related to the field at issue or three or more years of practical experience in the field at issue or a related field. The required time limit for action upon an application by the Board shall be extended by the duration of the administrative appeal. In the event that no decision is made by the Board of Selectmen within one month following the filing of the appeal, the selection made by the Board shall stand.

*C. MODIFICATION, AMENDMENT OR REVISION OF DEFINITIVE PLAN APPROVAL*

The Planning Board on its own motion or on the petition of any interested person shall have the power to modify, amend, or rescind its approval of a Definitive Plan of a subdivision, or to require a change in a Plan as a condition of its retaining the status of an approved plan after

due notice and opportunity to the Applicant to be heard in accordance with *M.G.L. c.41, §81W*.

*D. SUPERVISION AND INSPECTION*

1. All work performed as pursuant to these Rules and Regulations shall be subject to review of the Planning Board, which shall approve and accept, or disapprove and reject, each phase or portion of such work. The Planning Board may employ a registered professional engineer or other qualified agent to act to inspect the work to ensure that it is performed in accordance with good engineering practice and with all applicable specifications, to ensure compliance with these Rules and Regulations, and to report to the Board any recommendations as to approval or disapproval of the work. Such agent will make certain inspections as prescribed in this subsection in order to check the adequacy of the work at various stages prior to such work being covered by subsequent work. However, the Planning Board, its Agent or Consultant Engineer shall also have the right to inspect work at any time.
2. After approval of the Definitive Plan, the Board will notify the Applicant of the name and address of the Planning Board Agent or Consultant Engineer designated as its representative to perform inspections, as required herein and otherwise, as the Board's agent to ensure compliance with these Rules and Regulations. The Applicant shall keep the Planning Board and its Agent or Consultant Engineer fully informed as to the status and progress of the work.
3. The Applicant shall provide safe and convenient access to all parts of the subdivision for the purposes of inspection to representatives of the Planning Board or other Town agencies or boards or the Planning Board Agent or Consultant Engineer. No work will be accepted that has been covered before such inspection. The Applicant shall notify the engineer directly (by mail or in person by telephone) and shall thereafter file a written statement with the Planning Board including the date and time of such notification and the person notified at least 48 hours in advance that the work has progressed to a stage that an inspection is required. The Planning Board Agent or Consultant Engineer will inspect the work in progress during reasonable hours, as the Construction Inspector will see fit; but in any case, it will be the Applicant's responsibility to request his inspection at the following progress steps:
  - a. After excavation and/or filling has been completed, but before the gravel placement operation is started. The purpose of this inspection is to ensure that the correct materials have been used and ensure that the site has been prepared in a proper manner;
  - b. After the drainage system (pipe, manholes, catch basins and other drainage structures) is installed, but before it is covered. The inspector shall enter each

catch basin to sight drainage pipe runs to adjacent basins. Any defective runs shall be corrected before approval is given. The purpose of this inspection is to ensure that the lines have been installed correctly;

- c. After surface gravel is in and compacted, but before bituminous surface treatment is applied. The inspector shall also inspect pipe runs from catch basins, as above; field tests and observation will be conducted to ensure correct placement of fill and compaction;
- d. After bituminous concrete and curbing, if required, are installed, to ensure correct construction of pavement, curb, and sidewalk including in-place thickness measurements, temperature measurements at the time of placement, and density test after rolling; and
- e. Before acceptance by the Town of West Boylston to ensure the installation of grass plots, street signs, monuments and of cleaning up.

The Director of the Department of Public Works may inspect the work at his discretion, reporting any deficiencies to the Planning Board or the Consultant Engineer retained by the Planning Board.

The Applicant must furnish all data relative to baselines and grade stakes on the ground, stake sheets, ties and any other information that is needed in the opinion of the Planning Board or those designated by the Planning Board to accomplish such checking as is required for the requested approval and certification.

- 4. Inspections of the water system, including the placement of hydrants, valves, etc. is normally carried out by the West Boylston Water District. Duplicate inspections by an inspector designated by the Planning Board will not normally be required.
- 5. The Department of Public Works or its agent will inspect the sewer system, including installation and testing of the mains and devices. Duplicate inspections by an inspector designated by the Planning Board will not normally be required.
- 6. In the event the Planning Board Agent or Consultant Engineer makes an inspection of the work at the time designated and finds that such work is not at the proper stage of completion, or that the work has been covered or otherwise obscured, the Planning Board Agent or Consultant Engineer shall notify the Applicant and the Planning Board as to the additional steps the applicant shall take to complete the work to the point required, or the extent to which the work shall be uncovered or exposed to a full view. The Applicant shall notify the Planning Board Agent or Consultant Engineer again as prescribed above in this section when the work is ready to be inspected.



*SECTION VIII: ADMINISTRATION*

7. All work which has been disapproved, or is not acceptable to the Planning Board, shall be removed and replaced or otherwise corrected to the point of complying with the requirements of the Planning Board for acceptance. Any work which has been covered by subsequent work prior to acceptance, or is otherwise not available or obscured to the point of rendering inspection of the work difficult, shall be considered to be not acceptable to the Planning Board. Due to failure to comply, failure to notify, or failure to be ready as scheduled shall be directly billable to the Applicant by the Planning Board.
8. The Planning Board Agent or Consultant Engineer shall not authorize any changes from the approved record plan for the subdivision without specific approval of the Planning Board except as follows:
  - a. The Planning Board Agent or Consultant Engineer may authorize field changes subject to review by the Planning Board at their next regular meeting. The Planning Board shall respond by approving or disapproving the change within 15 days of the meeting at which it is submitted. If the Planning Board does not approve, the original plan will remain in effect and the Applicant will be required to reconstruct in accordance with the original plan.
  - b. At the time the change is requested, a "red-lined" plan (2 copies) will be submitted to the Planning Board Agent or Consultant Engineer who will review the plan, stamp "subject to approval of the Planning Board" and sign if he approves the plan (or return it if he disapproves), submit it to the Planning Board for review and signature at their next scheduled meeting for approval, and filing.
  - c. When it is deemed necessary by the Planning Board, a properly revised plan showing the change may be required in addition to the "red-lined" plan.
  - d. At the time the change is reviewed by the Planning Board, it shall be accompanied by an explanation of the reason for the requested change.
9. If the applicant does not advise the Planning Board of the construction sequencing and proper inspection is not completed, additional testing and inspection will be required to prove compliance.

*E. ACCEPTANCE OF ROADS*

1. When a road or way in a subdivision has been completed in a manner fulfilling the requirements of the Planning Board, the Applicant may request the Planning Board to inspect the road or way in order to give a recommendation to Town Meeting, on whether the road or way should be accepted.

The Planning Board shall require the following information before making a recommendation to the Town Meeting:

- a. Two copies of a plan of the road or way "as built," at a scale of 40 feet (or other appropriate scale) to the inch at size 24" x 36". Said plan to show a center line profile (4 feet per inch on the vertical scale and 40 feet per inch on a horizontal scale) taken at 50 foot intervals along the road or way as it has been completed. All utilities, public and private, above and below grade shall be shown on the plan as they exist. Said As-Built Plans shall also be submitted digitally in AutoCAD© , Adobe Portable Document Format© or other such format acceptable to the Planning Board.
- b. One digital copy and two typewritten copies of the proposed article for the Town Meeting generally describing the locations and length of the road or way to be considered for acceptance by the Town.
- c. One digital copy and two typewritten copies of the description by metes and bounds of each road and easement considered for acceptance by the Town. After acceptance by the Town Meeting of a road or way in an approved subdivision, the "as built" plan referred to above, the vote of the Town Meeting, and the description of the road or way shall be recorded with the Worcester County Registry of Deeds by the Town Clerk.
- d. A release of liens under oath from all contractors and subcontractors approved for work on the road or way, attesting to the fact that all payments due them for labor and materials have been received, and that payments for all materials have been rendered.
- e. A typewritten plan for maintenance of the subdivision drainage system, right-of-ways, easements and roads for a 20-year period. The maintenance plan should include responsible parties and specific provisions for the maintenance of road pavement, soil settling problems, street sweeping, snowplowing, maintaining vegetative stabilization of all rights-of-way and easements, erosion controls, fall leaf cleanup, catch basins, detention basins, and drainage system cleaning and maintenance, and other provisions as determined to be necessary by the Planning Board. If the street is accepted by the Town, the town will not accept ownership of, or be responsible for maintenance of, any drainage beyond the road right of way, which shall be and remain in perpetuity the responsibility of the Homeowners Association and/or the lot owners.
- f. Draft Easement Deed(s) conveying to the Town a public way easement in the road and all associated drainage and other easements, generally in the form attached hereto as Section XIV. The grantor(s) must own the fee in the roadway.

In addition, the grantor(s) must own the fee to or have easement rights reserved in the areas to be subject to drainage and other easements.

- g. A draft title certification, prepared by an attorney licensed in Massachusetts, certifying that the grantors named in the Easement Deed are the holders of the fee to the roadway and have the fee to or easement rights in the property subject to the drainage and other easements, if any, that the easements conveyed to the Town are free of mortgages and liens and other encumbrances that would interfere with the exercise of the easements to be granted to the Town, and that the grantors have the right to grant the easements to the Town. A final title certification must certify the foregoing as of the date the easements are granted to the Town.

#### *F. RELEASE OF BONDS*

Before the Planning Board shall give final approval and release any covenants and/or bonds required for the construction of the improvements shown on the approved subdivision plan, the Applicant shall furnish the Planning Board, within five (5) years from the date of final approval of the Definitive Plan, final "as built" plans demonstrating compliance with the Record Plan for the subdivision.

1. No remaining portion of performance guarantee held pursuant to Section V.I of the Rules and Regulations shall be released until the Town has accepted the road or way as evidenced by an affirmative vote of Town Meeting.
2. Upon acceptance of a road by the Town, the following procedures shall govern:
  - a. Following an affirmative Town Meeting vote to accept a road or way, and an adjournment of said Town Meeting, the Town Clerk shall then notify the Town Treasurer and Director of the Department of Public Works in writing of such action.
  - b. Within 10 working days of receipt of such notification, the Treasurer shall release to the Applicant all but 10 percent of the performance guarantee provided for in Section V.I of these Rules and Regulations. In lieu of retaining the said 10 percent, the Treasurer may and is authorized to release the entire bond and accept in its place thereof, a bond or amount equivalent to 10 percent of the original performance bond amount so long as such substitute amount is in acceptable form as specified in Section V.I. The 10 percent retainage serves as security for a one-year warranty on defects in materials and/or workmanship in any and all of the improvements provided for pursuant to these Rules and

Regulations. For purposes of this provision, the one-year warranty period shall begin the date Town Meeting actually votes on the article accepting the roadway.

- c. No sooner than 30 days before the end of the one-year warranty period, the Applicant may petition the Planning Board for release of the 10 percent retainage. Upon certification of the Planning Board Agent or Consultant Engineer and Director of the Department of Public Works that there are no defects or repairs to be made, the Planning Board may notify the Town Treasurer that the remaining bond sum may be released within 10 working days of receipt of the notification or at the conclusion of the one-year period, whichever is later.
- d. In the event the Planning Board Agent or Consultant Engineer and Director of the Department of Public Works certifies that defects exist in the roadway or repairs are needed, the Planning Board shall adopt a schedule for the Applicant to make the necessary repairs. If such schedule has not been adhered to and completed, the Planning Board shall notify the Treasurer to capture said retainage for purposes of completing the work by the Town. Should such schedule be adhered to and all work is satisfactorily completed, the Planning Board shall, upon certification by the Planning Board Agent or Consultant Engineer and Director of the Department of Public Works, notify the Town Treasurer to return the ten percent (10%) retainage, which shall be done by the Treasurer within ten (10) working days of the receipt of said notification.

**SECTION IX        FEE SCHEDULE**

The Planning Board is authorized to establish a fee schedule following a public hearing for the performance of duties noted herein. A Fee Schedule has been established and is available at the Town Clerk's Office during business hours, and on-line at the Planning Boards web page

**SECTION X        FORMS**

All forms mentioned in this text may be obtained in the Planning Board office.

**SECTION IX        FEE SCHEDULE**

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**SECTION X        FORMS**

All forms mentioned in this text may be obtained in the Planning Board office.

**FORM A**  
**APPLICATION FOR ENDORSEMENT OF PLAN**  
**BELIEVED NOT TO REQUIRE APPROVAL**

File two completed forms with the West Boylston Planning Board  
and one with the West Boylston Town Clerk in accordance with  
the requirements of Section III.A.

West Boylston Planning Board

\_\_\_\_\_ date

To the Planning Board:

The undersigned wishes to record the accompanying plan and requests a determination and endorsement by the Planning Board that approval by it under the Subdivision Control Law, Chapter 41, is not required. The undersigned believes that such approval is not required for the following reasons: (Circle One)

1. The accompanying plan is not a subdivision because the plan does not show a division of land.
2. The division of the tract of land shown on the accompanying plan is not a subdivision because every lot shown on the plan has frontage of at least such distance as is presently required by the West Boylston Zoning Bylaw under Section 4.2 , and every lot shown on the plan has such frontage on:
  - a. a public way or way which the Town Clerk certifies is maintained and used as a public way, namely \_\_\_\_\_; or
  - b. a way shown on a plan theretofore approved and endorsed in accordance with the subdivision control law, namely \_\_\_\_\_ on \_\_\_\_\_, and subject to the following conditions \_\_\_\_\_; or
  - c. a private way in existence on October 5, 1954, the date when the subdivision control law became effective in the Town of West Boylston having, in the opinion of the Planning Board, sufficient width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the land abutting thereon or served thereby, and for the installation of municipal services to serve such land and the buildings erected or to be erected thereon, with evidence of the existence of said private way prior to October 5, 1954 is attached.
3. The division of the tract of land shown on the accompanying plan is not a "subdivision" because it shows a proposed conveyance or other instrument which adds to or takes away from the size and shape of lots in such a manner so that no lot affected is left without adequate frontage, area or setbacks as required in the West Boylston Zoning Bylaws.
4. The division of the tract of land shown on the accompanying plan is not a subdivision because two or more buildings were standing on the plan prior to October 5, 1954, the date when the subdivision control law went into effect in the Town of West Boylston, and one of such buildings remains standing on each of

SECTION X: FORMS

the lots. Said buildings as shown and located on the accompanying plan, with evidence of the existence of said buildings prior to October 5, 1954 is attached.

---

OWNER'S NAME(S) - PLEASE PRINT

The owner's title to the land is recorded in the Worcester Registry of Deeds, Book \_\_\_\_\_,  
Page \_\_\_\_\_; or Land Court Certificate of Title No. \_\_\_\_\_, registered in \_\_\_\_\_  
\_\_\_\_\_, District Book \_\_\_\_\_, Page \_\_\_\_\_, and \_\_\_\_\_  
And is designated as West Boylston Assessors' Map \_\_\_\_\_, Parcel \_\_\_\_\_  
\_\_\_\_\_.

Received by Town Clerk:

Applicant's signature \_\_\_\_\_  
Applicant's Address \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signatures of All Owners of Record and addresses if not the  
Applicant; or Applicant's authorization if not the owner



# ANR PLAN CHECKLIST

## FOR THE SUBMISSION OF PLANS WHICH THE APPLICANT BELIEVES DO NOT REQUIRE APPROVAL UNDER THE SUBDIVISION CONTROL LAW

**This checklist is intended to supplement, not to supersede, the existing West Boylston Subdivision Regulations. Any inconsistency between the information on this list and those regulations should be resolved in favor of the regulations.**

### 1. APPLICATION

A plan is properly submitted when the Planning Board receives, at one of its regularly scheduled meetings:

- ☐ Two properly completed Form A accompanied by the necessary evidence to show that the plan does not require approval (Consult Section III.A.1.a)
- ☐ One plan (see above for contents) printed on a mylar transparency sheet, and six (6) contact prints of the plan (Consult Section III.A.1.b)
- ☐ Filing fee (see Fee Schedule)

### 2. NOTICE TO THE TOWN CLERK

- ☐ Deliver by hand or send by certified mail written notice to the Town Clerk that the Plan has been submitted to the Planning Board (Consult Section III.A.2)

### 3. THE CONTENTS OF THE PLAN

- ☐ The plan, prepared in black ink upon mylar transparency sheets (Consult Section III.B)
- ☐ The proposed locus plan, north point, date, scale, legend, and the title "Plan of Land" (Consult Section III.B.1)
- ☐ The names and addresses of the record owner or owners of the property shown on the plan and the Applicant, if not the owner (Consult Section III.B.2)
- ☐ The date or dates of acquisition of the property (Consult Section III.B.2)
- ☐ All deed references (Consult Section III.B.2)
- ☐ The Town Assessor's sheet number and parcel number for the property (Consult Section III.B.2)

**SECTION X: FORMS**

- ☐ The name, signature and appropriate seal of the engineer or land surveyor who prepared the plan (Consult Section III.B.2)
- ☐ All property boundary lines adjacent to the proposed subdivision (Consult Section III.B.3)
- ☐ The zoning classification of the property, and the location of any zoning district boundary lines that lie in the vicinity of the property, including any variances, exceptions or other decisions issued for the property or for any existing or proposed building or structure thereon by the West Boylston Board of Appeals or a court of competent jurisdiction (Consult Section III.B.4)
- ☐ Proposed lot lines within the property shown on the plan, with approximate areas and dimensions, including frontage, of such lots, and a number on each lot, including the entirety of any lot proposing to have its boundaries changed (Consult Section III.B.5)
- ☐ The location of all existing structures, streets, ways, and easements on or abutting the land (Consult Section III.B.6)
- ☐ The statement "Planning Board Approval under the Subdivision Control Law Not Required" and sufficient space for the date and endorsement of the Planning Board, with the following statement immediately above or below such space:

**NO DETERMINATION AS TO COMPLIANCE WITH ZONING  
REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE  
PLANNING BOARD'S ENDORSEMENT OF THIS PLAN.**

(Consult Section III.B.7)

**FORM B**  
**APPLICATION FOR DEFINITIVE SUBDIVISION**  
**PLAN APPROVAL**

File one completed form with the Planning Board, one with the Board of Health, and the original with the Town Clerk in accordance with the requirements of Section V.A. (Consult Section V.A)

To the Planning Board:

\_\_\_\_\_ date

The undersigned, herewith submits the accompanying Definitive Plan of the property located in the Town of West Boylston for approval as a subdivision under the requirements of the Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land in the Town of West Boylston. Eleven (11) sets of the Plans and three (3) sets of calculations for Drainage, or Traffic or Economic Impact (when required.) are enclosed herewith.

1. Name of Applicant \_\_\_\_\_  
Address \_\_\_\_\_
2. Name of Engineer and Surveyor \_\_\_\_\_  
Address \_\_\_\_\_
3. Deed of Property recorded in \_\_\_\_\_ Registry at  
Book \_\_\_\_\_ Page \_\_\_\_\_
4. Assessor's sheet number \_\_\_\_\_, parcel number \_\_\_\_\_
5. Location and Description of Property:

If a bond or security is filed, the construction of ways and installation of municipal services will be completed within \_\_\_\_\_ (not to exceed 5 years).

Signatures of All Owners of Record \_\_\_\_\_  
Address \_\_\_\_\_

A list of names and addresses of the abutters of this subdivision is attached. These names are as they appear on the most recent tax list.

Date Received by Planning Board \_\_\_\_\_

# DEFINITIVE PLAN CHECKLIST

**This checklist is intended to supplement, not to supersede, the existing West Boylston Subdivision Regulations. Any inconsistency between the information on this list and those regulations should be resolved in favor of the regulations.**

## 1. APPLICATION

A Definitive Plan is properly submitted when the Planning Board receives, at one of its regularly scheduled meetings:

- ☐ One properly completed Form B (Consult Section V.A.1.a)
- ☐ One plan (see above for contents) printed on a mylar transparency sheet, and eleven(11) contact prints of the plan (Consult Section V.A.1.b)
- ☐ One properly completed Form D (Consult Section V.A.1.c)
- ☐ An abutters list, Form J (see Forms), showing the names and addresses of all abutters to the property included in the Definitive Plan, as determined from the most recent Assessor's list unless the Applicant has more recent knowledge of such abutters (Consult Section V.A.1.d)
- ☐ One properly completed Form K (Consult Section V.A.1.e)
- ☐ Filing fee (see Fee Schedule in effect on date of filing)

To be filed with the Board of Health:

- ☐ A copy of the Form B filed with the Planning Board (Consult Section V.A.2.a)
- ☐ One (1) contact print of the Definitive Plan filed with the Planning Board (Consult Section V.A.2.b)

To be filed with the Sewer Commissioners:

- ☐ A copy of the Form B filed with the Planning Board (Consult Section V.A.3.a)
- ☐ Two (2) contact prints of the Definitive Plan filed with the Planning Board (Consult Section V.A.3.b)

## 2. NOTICE TO THE TOWN CLERK & OTHER TOWN AGENCIES

Deliver by hand or send by certified mail or by registered mail written notice to the Town Clerk that the Definitive Plan has been submitted to the Planning Board. (Consult Section V.A.4)

**SECTION X: FORMS**

The written notice shall specify:

- ☐ The original of the Form B filed with the Planning Board (Consult Section V.A.4)
- ☐ The date the Definitive Plan was filed with the Planning Board (Consult Section V.A.4.a)
- ☐ A description of the property to which the Definitive Plan is related, sufficient for identification thereof (Consult Section V.A.4.b)
- ☐ The name and address of the owner of such property (Consult Section V.A.4.c)

Submit a copy of the written notice given to the Town Clerk and the Form B filed with the Planning Board, and a signed copy of Form M1 (See Forms) to: (Consult Section V.A.4.a-h))

- ☐ The West Boylston Water District
- ☐ The Director of the Department of Public Works
- ☐ The Fire Chief
- ☐ The Police Chief
- ☐ The Conservation Commission
- ☐ The Inspector of Buildings
- ☐ The Town's Consultant Engineer
- ☐ The Manager of the Municipal Lighting Plant

**NOTE:** If any Town official or agency to whom notice is required to be given by this section requests copies of the plan, the Planning Board may require the Applicant to submit the plan to such Town official or agency. If the plan pertains to property subject to protection under the Watershed Protection Act, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A, the Planning Board may request the Applicant to submit the plan to the Division of Water Supply Protection of the Department of Conservation and Recreation 180 Beaman Street, West Boylston, MA 01583.

**3. THE CONTENTS OF THE DEFINITIVE PLAN .**

- ☐ A map of the vicinity (Consult Section V.B.1)
- ☐ The plan, prepared in black ink upon mylar transparency sheets (Consult Section V.B)

SECTION X: FORMS

- ☐ The proposed locus plan, north point, date, scale, legend, and the title “Definitive Plan” (Consult Section V.B.2)
- ☐ The names and addresses of the record owner or owners of the property shown on the plan and the Applicant, if not the owner (Consult Section V.B.3)
- ☐ The date or dates of acquisition of the property (Consult Section V.B.3)
- ☐ All deed references (Consult Section V.B.3)
- ☐ The Town Assessor’s sheet number and parcel number for the property (Consult Section V.B.3)
- ☐ The name, signature and appropriate seal of the engineer or land surveyor who prepared the plan (Consult Section V.B.3)
- ☐ All property boundary lines adjacent to the proposed subdivision (Consult Section V.B.4)
- ☐ Zoning information (Consult Section V.B.5)
- ☐ Existing and proposed easements, covenants or restrictions applying to the property, together with a statement of the purpose thereof, including setbacks and other dimensional requirements set forth in the West Boylston Zoning Bylaw (Consult Section V.B.6)
- ☐ Existing and proposed topography (Consult Section V.B.7)
- ☐ The location of all significant, permanent, existing or proposed property features (Consult Section V.B.8)
- ☐ Such points or boundary markers as were found in the traverses and/or perimeter surveys after a thorough search has been made (Consult Section V.B.9)
- ☐ Information on existing and proposed boundaries of streets (Consult Section V.B.10)
- ☐ The names, location, and present widths of all streets within 500 feet of the proposed subdivision (Consult Section V.B.11)
- ☐ Proposed lot lines within the property shown on the plan, with approximate areas and dimensions, including frontage, of such lots, and a number on each lot (Consult Section V.B.12)
- ☐ Evidence that each lot on the plan, or altered by it, will have the requisite area and frontage required by the West Boylston Zoning Bylaw (Consult Section V.B.13)

SECTION X: FORMS

- ☐ Identification of parcels not to be made into lots and their disposition. (Consult Section V.B.14)
- ☐ Reference to any required documents such as the vote, covenant, easements deeded to the Town, etc. shall be inscribed on the plan (Consult Section V.B.15)
- ☐ Suitable space to record the action of the Planning Board, including space for reference to any considerations or limitations of approval, the date, the signatures of the members of the Planning Board, and the Town Clerk's certificate of no appeal (Consult Section V.B.16)
- ☐ The location and boundaries of any land subject to the protections of the *Wetlands Protection Act*, c.131, §40, as amended by the *Rivers Protection Act*, St. 1996, c.258, or the *Watershed Protection Act*, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A (Consult Section V.B.17)
- ☐ The volume of earth to be removed in accordance with the requirements of the Earth Removal Board, or a statement that no earth is to be removed during construction of the proposed subdivision (Consult Section V.B.18)
- ☐ Existing and proposed drainage systems within or in the vicinity of the proposed subdivision (Consult Section V.B.19)
- ☐ Proposed provisions for handling any surface water that drains onto streets adjacent to the proposed subdivision or onto any property not owned by the Applicant, in such a manner as to create drainage problems (Consult Section V.B.20)
- ☐ Street and utility construction plans and profiles for each street (Consult Section V.B.21)
- ☐ The size and location of existing and proposed water mains, sewer lines, storm drains and appurtenant facilities for water, sewer and other municipal services within or in the vicinity of the proposed subdivision (Consult Section V.B.22)
- ☐ Detail drawings (Consult Section V.B.23)
- ☐ Construction details of appurtenances, structures, and/or utilities and other pertinent information, as approved in conjunction with the approval of the Definitive Plan (Consult Section V.B.24)
- ☐ A plan for the control of erosion and sedimentation (Consult Section VI.L)
- ☐ Maintenance plan (Consult Section V.B.26)
- ☐ A sketch plan showing a possible or prospective street layout for such adjacent land (Only necessary if the Applicant owns or controls unsubdivided land adjacent to the property shown on the

**SECTION X: FORMS**

Definitive Plan. This sketch plan may be submitted on a separate sheet from the Definitive Plan.)  
(Consult Section V.B.27)



**FORM C**  
**APPLICATION FOR APPROVAL OF A**  
**PRELIMINARY PLAN**

File one completed form with the Planning Board, one with the  
Board of Health, and the original with the Town Clerk  
in accordance with the requirements of Section IV.A.

West Boylston Planning Board

\_\_\_\_\_ date

To the Planning Board:

The undersigned, herewith submits the accompanying eleven (11) sets of a Preliminary Plan of the property located in the Town of West Boylston for approval as a subdivision under the requirements of the Subdivision Control Law and the Rules and Regulations Governing the Subdivision of Land in the Town of West Boylston.

1. Name of Applicant \_\_\_\_\_  
Address \_\_\_\_\_
2. Name of Engineer or Surveyor \_\_\_\_\_  
Address \_\_\_\_\_
3. Deed of Property recorded in the \_\_\_\_\_ Registry at  
Book \_\_\_\_\_ Page \_\_\_\_\_
4. Assessor's sheet number \_\_\_\_\_, parcel number \_\_\_\_\_.
5. Location and Description of Property:

Signature of All Owners of Record \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

A list of names and addresses of the abutters of this subdivision is attached. These names are as they appear on the most recent tax list.

Date Received by Planning Board \_\_\_\_\_

# PRELIMINARY PLAN CHECKLIST

It is strongly recommended that a Preliminary Plan be filed in most cases, even if one is not required. The submission of a Preliminary Plan will enable the Applicant, the Planning Board, other municipal agencies and abutters to discuss and clarify any problems of the proposed subdivision before a Definitive Plan is prepared. The Planning Board's policy is to pursue resolution of as many subdivision issues as possible prior to submission of a Definitive Plan. During its review of the Preliminary Plan, the Planning Board will promote cooperative discussion among all affected citizens and officials of as many such issues as possible.

**This checklist is intended to supplement, not to supersede, the existing West Boylston Subdivision Regulations. Any inconsistency between the information on this list and those regulations should be resolved in favor of the regulations.**

## 1. APPLICATION

A Preliminary Plan is properly submitted when the Planning Board receives, at one of its regularly scheduled meetings:

- ☐ One properly completed Form C (Consult Section IV.A.1.a)
- ☐ Eleven(11) contact prints of the plan (Consult Section IV.A.1.b)
- ☐ Filing fee (see Fee Schedule in effect on the date of filing)

## 2. NOTICE TO THE TOWN CLERK & OTHER TOWN AGENCIES

Deliver by hand or send by registered or certified mail written notice to the Town Clerk that the Preliminary Plan has been submitted to the Planning Board. (Consult Section IV.A.2)

The written notice shall specify:

- ☐ The original of the Form C filed with the Planning Board (Consult Section IV.A.2)
- ☐ The date the Preliminary Plan was filed with the Planning Board (Consult Section IV.A.2.a)
- ☐ A description of the property to which the Preliminary Plan is related, sufficient for identification thereof (Consult Section IV.A.2.b)
- ☐ The name and address of the owner of such property (Consult Section IV.A.2.c)

Submit a copy of the written notice given to the Town Clerk and the Form C filed with the Planning Board to:

**SECTION X: FORMS**

- ☐ The West Boylston Water District (Consult Section IV.A.3.a)
- ☐ The Director of the Department of Public Works (Consult Section IV.A.3.b)
- ☐ The Fire Chief (Consult Section IV.A.3.c)
- ☐ The Police Chief (Consult Section IV.A.3.d)
- ☐ The Conservation Commission (Consult Section IV.A.3.e)
- ☐ The Inspector of Buildings (Consult Section IV.A.3.f)
- ☐ The Town Consultant Engineer (Consult Section IV.A.3.g)
- ☐ The Manager of the Municipal Lighting Plant (Consult Section IV.A.3.h)
- ☐ The Board of Sewer Commissioners (Consult Section IV.A.3.i)
- ☐ The Board of Health. (Consult Section IV.A.3.j)

**NOTE:** If any Town official or agency to whom notice is not required to be given by this section requests copies of the plan, the Planning Board may require the Applicant to submit the plan to such Town official or agency. If the plan pertains to property subject to protection under the Watershed Protection Act, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A, the Planning Board may request the Applicant to submit the plan to the Division of Water Supply Protection of the Department of Conservation and Recreation 180 Beaman West Boylston, MA 01583

**3. THE CONTENTS OF THE PLAN**

- ☐ The plan, prepared in black ink upon mylar transparency sheets (Consult Section IV.B)
- ☐ The proposed locus plan, north point, date, scale, legend, and the title "Preliminary Plan" (Consult Section IV.B.1)
- ☐ The names and addresses of the record owner or owners of the property shown on the plan and the Applicant, if not the owner (Consult Section IV.B.2)
- ☐ The date or dates of acquisition of the property (Consult Section IV.B.2)
- ☐ All deed references (Consult Section IV.B.2)

SECTION X: FORMS

- ☐ The Town Assessor's sheet number and parcel number for the property (Consult Section IV.B.2)
- ☐ The name, signature and appropriate seal of the engineer or land surveyor who prepared the plan (Consult Section IV.B.2)
- ☐ All property boundary lines adjacent to the proposed subdivision (Consult Section IV.B.3)
- ☐ Zoning information (Consult Section IV.B.4)
- ☐ Existing and proposed easements, covenants or restrictions applying to the property, together with a statement of the purpose thereof, including setbacks and other dimensional requirements set forth in the West Boylston Zoning Bylaw (Consult Section IV.B.5)
- ☐ The location and boundaries of any land subject to the protections of the *Wetlands Protection Act*, c.131, §40, as amended by the *Rivers Protection Act*, St. 1996, c.258, or the *Watershed Protection Act*, St. 1992, c.36, codified at M.G.L. c.92, §§104, 107A, 108, 113 and 113A (Consult Section IV.B.6)
- ☐ The location of all significant, permanent, existing or proposed property features (Consult Section IV.B.7)
- ☐ Existing and proposed boundaries of streets, ways, and any public or common areas within the proposed subdivision (Consult Section IV.B.8)
- ☐ The names, location, and present widths of all streets within 500 feet of the proposed subdivision (Consult Section IV.B.9)
- ☐ Proposed lot lines within the proposed subdivision, with approximate areas, frontage and dimensions of, and a number on each lot (Consult Section IV.B.10)
- ☐ Evidence that each lot on the plan, or altered by it, will have the requisite area and frontage required by the West Boylston Zoning Bylaw (Consult Section IV.B.11)
- ☐ Identification of parcels that are not to be made into lots and their disposition. (Consult Section IV.B.12)
- ☐ The size and location of existing and proposed water mains, sewer lines, storm drains and appurtenant facilities for water, sewer and other municipal services within or in the vicinity of the proposed subdivision (Consult Section IV.B.13)
- ☐ Existing and proposed drainage systems within or in the vicinity of the proposed subdivision (Consult Section IV.B.14)

**SECTION X: FORMS**

- ☐ Frontage and area of any remaining adjoining land owned by the Applicant (Consult Section IV.B.15)
- ☐ Suitable space to record the action of the Planning Board and the signatures of the members of the Planning Board (Consult Section IV.B.16)
- ☐ A sketch plan showing a possible or prospective street layout for such adjacent land shall accompany the Preliminary Plan (Only necessary if the Applicant owns or controls unsubdivided land adjacent to the property shown on the Preliminary Plan. This sketch plan may be submitted on a separate sheet from the Preliminary Plan.) (Consult Section IV.B.17)

**FORM D**  
**DESIGNER'S CERTIFICATE**

File one completed form with the Planning Board in  
accordance with the requirements of Section V.A.

West Boylston Planning Board

\_\_\_\_\_ date

To the Planning Board:

In preparing the plan entitled \_\_\_\_\_

I hereby certify that the above named plan and accompanying data are true and correct, and the source of information about the location of boundaries shown on said plan are:

1. Deed from \_\_\_\_\_ to \_\_\_\_\_,  
dated \_\_\_\_\_ and recorded in the \_\_\_\_\_ Registry of Deeds at  
Book \_\_\_\_\_ Page \_\_\_\_\_.
2. Assessor's sheet number \_\_\_\_\_ and parcel number \_\_\_\_\_.
3. Actual measurements on the ground from a starting point established by
4. Other Plans and/or sources as follows: \_\_\_\_\_

Approval of (circle one):

Signed: \_\_\_\_\_  
Registered Professional Engineer or  
Registered Land Surveyor

Engineer  
Land Surveyor

\_\_\_\_\_  
Stamp Number

Address:

Date Received by Planning Board \_\_\_\_\_

**FORM E**  
**PLANNING BOARD NOTICE TO TOWN CLERK THAT**  
**SUBDIVISION APPROVAL IS REQUIRED**

\_\_\_\_\_  
date

Town Clerk  
Town of West Boylston  
West Boylston, Massachusetts

Re: Application for a Determination of Subdivision Approval Requirement

Form A No. \_\_\_\_\_, Applicant \_\_\_\_\_

This is to notify you that the Planning Board has determined that the plan entitled

\_\_\_\_\_, and dated  
\_\_\_\_\_, by \_\_\_\_\_, showing  
lots designated and located as follows \_\_\_\_\_

\_\_\_\_\_, Assessor's  
sheet number \_\_\_\_\_, parcel number \_\_\_\_\_, submitted by the above Applicant on \_\_\_\_  
\_\_\_\_\_

REQUIRES APPROVAL under the Subdivision Control Law.

WEST BOYLSTON PLANNING BOARD

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

Date Received by Town Clerk: \_\_\_\_\_

**FORM F**  
**CERTIFICATE OF APPROVAL**  
(Consult Section V.J.)

\_\_\_\_\_  
date

This is to certify that the Planning Board of the Town of West Boylston, Massachusetts has this day approved a Definitive Subdivision Plan entitled \_\_\_\_\_  
\_\_\_\_\_ submitted by \_\_\_\_\_ for \_\_\_\_\_ property  
owned by \_\_\_\_\_, dated \_\_\_\_\_. This approval is subject to receipt of a  
covenant or other proper security under M.G. L. c. 41, §81U, as amended, to secure the construction of ways  
and the installation of municipal services in accordance with the Rules and Regulations of the Planning  
Board of the Town and the plans now on file with the Planning Board.

This approval is further subject to the following terms and conditions:

- 1.
- 2.

Majority of the Planning Board  
of the Town of West Boylston

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



**FORM G**  
**PERFORMANCE SECURED BY**  
**DEPOSIT OF MONEY**  
(Consult Section V.I)

AGREEMENT made this date between the Town of West Boylston and \_\_\_\_\_, hereinafter referred to as "the applicant," address \_\_\_\_\_, to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled: \_\_\_\_\_, by: \_\_\_\_\_, dated: \_\_\_\_\_, owned by: \_\_\_\_\_, address: \_\_\_\_\_, land located: \_\_\_\_\_ and showing \_\_\_\_\_ proposed lots.

The applicant hereby binds and obligates himself, his, or its executors, administrators, devisees, heirs, successors and assigns to the Town of West Boylston, a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \_\_\_\_\_ dollars, and has secured this obligation by depositing with the Treasurer of said Town of West Boylston, a deposit of money in the above sum to be placed in a subdivision escrow account in the name of the Town of West Boylston. The deposit of money is to be used to insure the performance by the applicant of all covenants, conditions, agreements, terms, and provisions contained in the following:

1. Application for Approval of Definitive Plan dated: \_\_\_\_\_;
2. The subdivision control law and the West Boylston Planning Board's Rules and Regulations governing this subdivision;
3. Conditions included in the Certificate of Approval issued by the Planning Board and dated \_\_\_\_\_;
4. Engineering Consultant Recommendations, dated: \_\_\_\_\_;
5. The Definitive Plan as qualified by the Certificate of Approval; and
6. Other document(s) specifying construction or installation to be completed, namely: (specify other documents, if any, and list lots secured if only a part of the subdivision is secured by a deposit of money)

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

\_\_\_\_\_  
This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations.

Upon completion by the applicant of all obligations as specified herein, on or before \_\_\_\_\_ or such later date as may be specified by vote of the Planning Board with the written concurrence of the

SECTION X: FORMS

applicant, the deposit of money, including all interest accrued thereon, shall be returned to the applicant by the Town of West Boylston and this agreement shall become void.

In the event the applicant should fail to satisfactorily complete the construction of ways and installation of municipal services as specified in this agreement and within the time herein specified, the deposit of money shall be applied in whole, or in part, by the Planning Board for the benefit of the Town of West Boylston to the extent of the reasonable cost to the Town of West Boylston of completing such construction or installation as specified in this agreement. Any unused money and the interest accrued on the deposit of money will be returned to the applicant upon completion of the work by the Town of West Boylston.

The Town of West Boylston, acting by and through its Planning Board, hereby agrees to accept the aforesaid deposit of money in the amount specified in this agreement as security for the performance of the project as aforesaid. The approved Definitive Plan shall not be endorsed until this Agreement is signed by all parties and the security has been deposited with the Town.

Any amendments to this agreement and/or to the aforesaid security shall be agreed upon in writing by all parties to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ of \_\_\_\_\_

Majority of the Planning Board  
of the Town of West Boylston

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

\_\_\_\_\_  
Signature of Applicant  
FID or SS #: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as members of the Planning Board of the Town of West Boylston.

\_\_\_\_\_, Notary Public

My Commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Official Signature and Seal of Notary)

Duplicate copy to: Applicant  
Planning Board  
Town Clerk  
Town Treasurer

## FORM I RELEASE OF LOTS

West Boylston Planning Board

\_\_\_\_\_ date

The undersigned, being a majority of the Planning Board of the Town of West Boylston, Massachusetts, hereby certify that the requirements for work on the ground called for by a Conditional Approval Contract, dated \_\_\_\_\_, and recorded in Worcester Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_, (or registered in Worcester Land Registry District as Document Number \_\_\_\_\_, and noted on Certificate of Title Number \_\_\_\_\_, in Registration Book \_\_\_\_\_, Page number \_\_\_\_\_), have been completed to the satisfaction of the Planning Board as to the following enumerated lots shown on Plan, entitled \_\_\_\_\_, recorded with said Deeds at Plan Book \_\_\_\_\_, Plan \_\_\_\_\_, (or registered in said Land Registry District at Plan Book \_\_\_\_\_, Plan \_\_\_\_\_), and said lots are hereby released from the restrictions as to sale and building specified thereon.

Lots designed on said Plan as follows:

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

\_\_\_\_\_

\_\_\_\_\_

Majority of the Planning Board  
of the Town of West Boylston

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as members of the Planning Board of the Town of West Boylston.

\_\_\_\_\_  
(Official Signature and Seal of Notary)

**FORM J**  
**ABUTTERS LIST**

Two copies of this form must be included with Form B. The list of abutters must be checked by the Board of Assessors before being submitted to the Planning Board.  
(Consult Section V.A.1.d)

West Boylston Planning Board

\_\_\_\_\_ date

To the Planning Board:

The undersigned, believing that the following list of names includes all abutters (within 300') to the subdivision named below, including property owners across roads from the subdivision, has checked this list with the Clerk of the Board of Assessors.

**Name of Abutter**

**Mailing Address of Abutter**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Subdivider \_\_\_\_\_

Name of Subdivision \_\_\_\_\_

Clerk of Assessors Signature \_\_\_\_\_

Date \_\_\_\_\_

Date Received By Planning Board: \_\_\_\_\_

**FORM K**  
**PROPOSED STREET NAME(S)**

One completed copy of this form, should be submitted with Form B,  
in accordance with the requirements of Section V.A.1.e

West Boylston Planning Board

\_\_\_\_\_ date

To the Planning Board:

The undersigned Applicant requests the Board's approval of the following proposed names of streets within the proposed subdivision shown on a plan entitled \_\_\_\_\_

\_\_\_\_\_.

Proposed Street Names(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for the Proposed Names: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Applicant's signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

The Planning Board requests your comments on this application for approval of street name(s).

Signed: \_\_\_\_\_

Planning Board

Date application sent to Fire Chief : \_\_\_\_\_

Fire Chief \_\_\_\_\_

Date: \_\_\_\_\_

Comments \_\_\_\_\_

**FORM M1**  
**PLAN REVIEW REPORT FORM**

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

SUBJECT:     Comments and recommendations regarding the Definitive Subdivision Plan entitled

\_\_\_\_\_

and dated: \_\_\_\_\_

Of the above-named subdivision plan insofar as its area of jurisdiction is concerned, the undersigned recommends (circle one):

Approval.

Approval with modifications.

Disapproval.

The reasons for this recommendation are as follows:

\_\_\_\_\_  
Name of officer, agency, or board

NOTE: The Planning Board will take into consideration any recommendations made hereon before taking final action on the Definitive Subdivision Plan. Lack of a timely report by any officer, agency, or board will be so recorded in the minutes of the Planning Board.

Date Received by Planning Board \_\_\_\_\_

**FORM M2**  
**REFERRAL FORM**  
(Consult Section V.F)

West Boylston Planning Board

\_\_\_\_\_ date \_\_\_\_\_

TO: \_\_\_\_\_ West Boylston Water District \_\_\_\_\_ Building Inspector/Zoning Officer  
\_\_\_\_\_ Sewer Commissioners \_\_\_\_\_ Board of Selectmen  
\_\_\_\_\_ Director of the Department of Public Works \_\_\_\_\_ Conservation Commission \_\_\_\_\_  
\_\_\_\_\_ Police Department  
\_\_\_\_\_ Fire Department \_\_\_\_\_ Mgr. Municipal Lighting Plant  
\_\_\_\_\_ Town Consultant Engineer  
\_\_\_\_\_ Other \_\_\_\_\_

A Definitive Subdivision plan entitled " \_\_\_\_\_ " and dated \_\_\_\_\_, submitted to the Planning Board on \_\_\_\_\_, by \_\_\_\_\_, whose address is \_\_\_\_\_ In accordance with the West Boylston Subdivision Rules and Regulations, this plan has been submitted to your agency for review and recommendations. Please consider the following subject area(s), among others, in your review of this plan:

Note: Planning Board to check off applicable subject area(s) to be reviewed.

_____ Water system	_____ Open space
_____ Sewer system	_____ Street lights
_____ Road design and layout	_____ Street names
_____ Wetlands, floodplains	_____ Health
_____ Fire protection	_____ Traffic
_____ Police protection	_____ Utility system:
_____ Engineering specifications	_____ gas
_____ Drainage	_____ electric
_____ Erosion and sediment controls	_____ telephone
_____ Other _____	

Please make any comments and recommendations regarding this plan on the attached form, or in a written report, and submit to the Planning Board no later than \_\_\_\_\_.

Clerk, Planning Board

For Your Information: A public hearing has been scheduled for \_\_\_\_\_ p.m. on \_\_\_\_\_ at \_\_\_\_\_ to discuss this plan. The Planning Board may disapprove the plan only if it fails to conform to the Rules and Regulations of the Planning Board or the recommendations of the Board of Health.



## SECTION XI PLATES

The following plates are included as supplement to Sections VI: Design Standards.

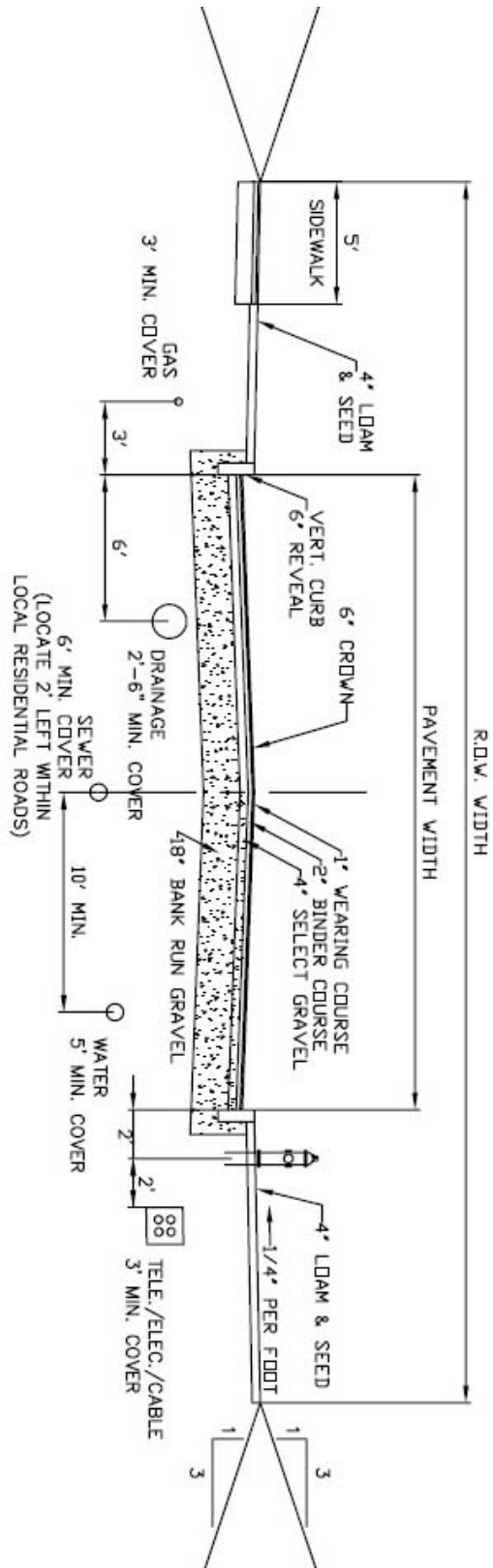


Plate 1: Typical Roadway Cross Section

**SECTION XII MODEL HOMEOWNERS MAINTENANCE TRUST**

{Trust Name}  
MAINTENANCE TRUST  
DECLARATION OF TRUST

THIS DECLARATION OF TRUST made this day of {date}, by {Sponsor}, of {address}, {city}, {county}, {state}, who hereby declare that he and his successors in Trust hereunder will hold for the benefit of the beneficiaries hereunder upon the terms herein set forth all of the rights and powers in and with respect to the land and structures and easements held by said Trustees as and for the purposes set forth in this Declaration of Trust.

ARTICLE I

NAME AND ADDRESS OF TRUST

Section 1.1 The Trust hereby created shall be known as the {Trust Name} and under that name, so far as legal, convenient and practical, all business should be carried on by the Trustees and all instruments shall be executed by the Trustees in that name (and the word "Trustee" whenever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer To the officers, agents or employees of the Trust or to the, Homeowners as later defined in the Declaration of Trust.

The initial address of the Trust shall be {address}, {city} {state} {zip code}.

ARTICLE II

THE TRUST AND ITS PURPOSES

Section 2.1 The association created by this Trust shall be known as the "{Association} Homeowners' Association" for the purpose of maintaining and preserving detention basins, any fences which may be constructed surrounding such basins and drainage pipes and appurtenances on the Property as hereinafter defined. {The previous sentence should be modified for the purpose of the trust.}

Section 2.2 The purpose set forth in Section 2.1 shall be the sole purpose of the Trust.

Section 2.3 It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Homeowners are beneficiaries and not partners or associates nor in any other relation to the Trustees other than as beneficiaries, with only such rights and liabilities as are set forth in this Declaration of Trust.

ARTICLE III

DEFINITIONS

In this Declaration of Trust, wherever the context permits, the following words shall have, respectively, the following meanings:

Section 3.1 "Bylaws" shall mean bylaws of this Association contained in Article VI hereof as the same may be amended from time to time.

**SECTION XII: MODEL HOMEOWNERS MAINTENANCE TRUST**

Section 3.2 "Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. Reference in this Declaration of Trust to "hereof", "herein", "hereunder" and "hereafter" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

Section 3.3 "Declaration Of Covenants" shall mean "{Covenant for Access, Slope, Utility and/or Drainage Easements name}" and its attached "{Operations and Maintenance Protocol}" recorded herewith and incorporated by reference.

Section 3.4 "Development" shall mean Lots {} through {} as shown on said Plan, whether improved or unimproved, and any revisions thereto.

Section 3.5 "Home" shall mean the land comprising any one lot (Lots {} on the Plan) of the Development as shown on the Plan and any buildings thereon.

Section 3.6 "Homeowner" shall mean the person or persons owning a lot shown on the Plan and his personal representatives, successors and assigns.

Section 3.7 "Percentage's. Any given percentage of Homeowners shall mean that Homeowner's percentage interest in the aggregate interest of the undivided ownership of the Property and of the beneficial interest in the Trust.

Section 3.8 "Person" or "Persons" shall mean any person or persons, whether acting in an individual, representative, or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

Section 3.9 "Plan" shall mean the following plans and any subsequent revisions thereto:

(1) a Plan of Land entitled "{Plan Name}" prepared for {Applicant}, scale: {scale}, dated {date}, as revised, prepared by {Engineer or Firm}, Civil Engineers & Land Surveyors, {city} {state}. Said Plan recorded at the Worcester District Registry of Deeds, Book \_\_\_\_\_, Plan \_\_\_\_\_;

(2) Any revisions to the above that are recorded subsequent to the date hereof.

Section 3.10 "Property" shall mean real estate known as {list the easements and the lots on which they are found} as shown of the Plan.

Section 3.11 "Rules and Regulations" shall mean any rules and regulations for the operation of the Trust.

Section 3.12 "Sponsor" shall mean {Sponsor} {address} {city} {state} {zipcode}.

Section 3.13 "Trust Expenses" shall mean the expenses of ownership, maintenance, insuring repair or replacement of the Trust Property and expenses declared Trust Expenses herein.

Section 3.14 "Trust Funds" shall mean all funds held by the Trustees.

Section 3.15 "Trust Profits" shall mean the balance of all income from the Trust Funds remaining after deduction of the Trust Expenses.

Section 3.16 "Trust" shall mean the organization of Homeowners, which is created by this instrument.

Section 3.17 "Trust Property" shall mean any and all property, whether real, personal or mixed, tangible or intangible, held by the Trustees under the terms and provisions of this Declaration of Trust on behalf of the Trust.

Section 3.17 "Trustee" or "Trustees" shall mean a Trustee or Trustees for the time being under this Declaration of Trust, however appointed, and the rights, powers, authority and privileges granted hereunder to the Trustees may be exercised by such person or persons.

#### ARTICLE IV

#### THE TRUSTEES

Note: the total number of trustees and the number required for actions described herein may vary with the size of the development.

Section 4.1 — Numbers and Vacancy. During the development and construction of the Development, the Sponsor shall have the exclusive rights to determine the number of Trustees and designate who shall serve a Trustee.

Upon the elapse of three (3) months after one hundred (100%) percent of the lots in the Subdivision have been conveyed to purchasers or upon the elapse of four (4) years after the first lot has been conveyed to a purchaser, whichever shall first occur, the Sponsor shall transfer control of the Trust to the Homeowners. The Homeowners shall elect, by majority vote, three (3) Trustees to each serve for a term of two (2) years. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Homeowner, Trustee or upon the failure of a Homeowner or Trustee to so apply, by the Town of West Boylston Planning Board, and notice to all other Homeowners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Notwithstanding any foregoing provisions of this Section 4.1 to the contrary, during the period of any vacancy, however caused and for whatever duration, the remaining Trustees, subject to the provisions of Section 4.2, shall continue to exercise and discharge all of the powers, discretions and duties conferred or imposed upon the Trustees of Trustee without the necessity of any deed or transfer or conveyance.

If and whenever the number of such Trustees shall become less than three (3), a vacancy or vacancies of said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by two Homeowners who shall certify under oath that Homeowners entitled to not less than thirty-three (33%) percent of the Beneficial Interest have voted to make such appointment or (ii) if Homeowners entitled to such percentage have not within Thirty (30) days after the occurrence of any such vacancy have not made such appointment, by a majority of the then remaining Trustees or by the sold remaining Trustee if only one; and (b) the acceptance of such appointment signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Worcester District Registry of Deeds of a certificate of such appointment signed by a majority of the then remaining Trustees or by the sold remaining Trustee, as the case may be, or if there shall be no remaining Trustee, by the two (2) Homeowners who have certified the vote pursuant to the clause (i) of this Section 4.1 on behalf of all the Homeowners, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with title to the Trust Property jointly with the remaining Trustees or Trustee without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than Sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Homeowner or Trustee and notice to all Homeowners and Trustees and to such other parties of interest, if any to who the Court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustees, however caused and for whatever duration, the remaining Trustees subject to the provisions of this Declaration of Trust shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed by the Trustees.

Section 4.2 — Trustee Action By a Majority. The Trustees may act by majority vote at any duly

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called meeting at which a quorum is present; and a quorum shall consist of a majority of the Trustees, but in no event less than two (2) Trustees. The Trustees, provided there shall be at least two (2) Trustees in office, may also act without a meeting if a written assent thereto is signed by at least two-thirds of the Trustees then in office.

Section 4.3 — Resignation and Removal. Any Trustee may resign at any time by instrument in writing, signed and acknowledged, and delivered to any other Trustee then in office. By vote of Homeowners entitled to not less than ninety (90%) percent of the Beneficial Interest, any Trustee may be removed with or without cause and the vacancy among the Trustee caused by such removal shall be filled in the manner above provided. The original Trustees and any successor Trustees designated by the original Trustees shall be exempt from removal pursuant to the terms of this provision.

Section 4.4 — Surety Bonds. No Trustee named or appointed as herein before provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, unless owners entitled to not less than fifty — one (51%) percent of the Beneficial Interest, shall vote that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such vote. Any cost of such bond shall be a Trust Expense.

Section 4.5 — Compensation. No Trustee shall receive any compensation for serving as such; provided, however, each Trustee shall be entitled to reimbursement for all reasonable expenses incurred by him on behalf of the Trust.

Section 4.6 — No Personal Liability. No Trustee shall under any circumstance or in any event be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted by him in good faith while serving as Trustee, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law, except for willful acts in bad faith.

Section 4.7 — Trustees May Deal With Trust. No Trustee shall be disqualified by reason of being a Trustee from contracting or dealing with the Trustees or with one or more owners (whether directly or indirectly) because of such Trustee's interest, personally or as Trustee, or because of any owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason, as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into with respect to this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or because of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of such Trustee's interest before the dealing, contract or arrangement is entered into.

Section 4.8 — Indemnity. The Trustees and each of them shall be indemnified out of the Trust Property and by the Homeowners in proportion to their Beneficial Interest, against any liability incurred by them or any of them in the carrying out of their duties hereunder, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

Section 4.9 — Arbitration. Subsequent to the turnover of control by the Sponsor as provided in Article IV, Section 4.1, notwithstanding anything to the contrary in this Trust, in the event that the Homeowners, or Trustees, shall be unable to act for failure of a majority vote, with respect to any matters contained herein, and after ten (10) days written notice of the deadlock shall not have resolved within thirty (30) days after such notice, then either the Trustees or Homeowners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the Homeowners, and a third by the two arbitrators so designated, and the decision of such arbitrators shall be binding. Arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

ARTICLE V

**SECTION XII: MODEL HOMEOWNERS MAINTENANCE TRUST**

**Section 5.1 — Beneficial Interest.** The Beneficial Interest in the Trust Property shall be in the Homeowners. The total Beneficiary Interests in the Trust shall be divided among the Homeowners in the same percentage interest as their respective interest in the Trust Property, which shall be a {fraction} interest attributable to each lot in the Development.

**Section 5.2 — Each Home to Vote by One Person.** Each Beneficial Interest shall be exercised by one person and shall not be divided among several owners of any Home. To that end, whenever any Home is owned of record by more than one person, the several owners of such Home shall designate, by a notice in writing to the Trustees signed by all of the record owners of such Home, one of such owners who shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Home hereunder. Such designation shall take effect upon receipt of said notice by the Trustees and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate, by written notice to all such owners, any one such owner for such purposes.

**ARTICLE VI**

**BYLAWS**

The provisions of this Article VI shall constitute the Bylaws of this Trust (the "Bylaws") and the organization of Homeowners established hereby:

**Section 6.1 — Powers of the Trustees.** The Trustees shall have all the powers and duties necessary for the administration of the Trust and Trust Property and may do all things, subject to and in accordance with all applicable provisions of applicable law, and, without limiting the generality of the foregoing the Trustees may, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so;

- (i) retain the Trust Property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- (ii) acquire title to any property or rights in property, (including any Home) real or personal, and to own, manage, use and hold such property and such rights;
- (iii) enter into any arrangement for the use or occupation of the Trust Property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing easements, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;
- (iv) invest and reinvest the Trust Property, or any part or parts thereof, and from time to time, as often as they shall see fit, to change investments, including investment in all securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income; notwithstanding the foregoing, no money may be invested in any entity in which the Trustees have an interest, whether direct or indirect;
- (v) incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust Property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;
- (vi) to determine whether receipt by them constitutes principal or income or surplus and to allocate between principal and income and to designate as capital or surplus any of the

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funds of this trust;

- (vii) vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust Property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;
- (viii) deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;
- (ix) maintain such offices and other places of business in the Commonwealth of Massachusetts as they shall deem necessary or proper;
- (x) employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust Property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairperson, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of them to be the Managing Trustee or Managing Trustees for the management and administration of the Trust Property and the business of the Trust, any part or parts thereof;
- (xi) improve any property owned by the Trust;
- (xii) manage, maintain, repair, restore, and improve the Trust Property and enter into contracts for same;
- (xiii) determine the Trust Expenses required for the affairs of the Trust Property
- (xiv) collect the Trust Expenses from the Homeowners;
- (xv) adopt and amend rules and regulations covering the details of the operation and use of the Trust Property;
- (xvi) obtain insurance covering the Trust Property.
- (xvii) enforce obligations of the Homeowners and have the power to levy fines against the Homeowners for violations of reasonable Rules and Regulations established by the Trustees to govern the conduct of the Homeowners. No fine may be levied for more than \$10 for any one violation, but for each day a violation continues after written notice, it shall be considered a separate violation. All such fines shall be deemed an assessment against such Homeowner;
- (xviii) generally, in all matters not herein otherwise specified, to control and to do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein to manage and dispose of the Trust Property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be

shown to be in their judgment for the best interest of the Homeowners.

Provided, however, that the Trustees shall abide by all covenants made with and requirements of the Town of West Boylston Planning Board and West Boylston Department of Public Works, and their successors thereto and any other government or municipal agencies having proper jurisdiction over the Trust Property.

Section 6.2 — Operation, Maintenance, Repair and Replacement of Trust Property, Assessment of Trust Expenses Therefor. The Trustees shall be responsible for the proper maintenance, operation, repair and replacement of the Trust Property, but a qualified firm shall maintain the stormwater appurtenances, and any two Trustees or a managing agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, operation, repair and replacement shall be assessed to the Homeowners as Trust Expenses at such times and in such amounts as provided in Section 6.3.

Section 6.3 — Trust Expense Funds.

Section 6.3.1 — Reserve Funds. The Homeowners shall be liable for Trust Expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations (Trust Profits), if any, of the Trust in proportion to their beneficial interest in the Trust. The Trustees shall, to the extent they deem advisable, set aside Trust Funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, or subject to the provision of the following Section 6.3.2 and 6.3.3, for repair, rebuilding or restoration of the Trust Property or for improvements thereto, and the funds so set aside shall not be deemed to be Trust Profits available for distribution. Upon the transfer of each lot with a dwelling located thereon, the Buyer shall be obligated to pay a capital reserve amount of {} Hundred and 00/100ths (\${}.00) Dollars.

Section 6.3.2 — Estimates of Trust Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Trust Expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year.

In the event that the Trustees shall determine during any fiscal year that the budget is less than the Trust Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments, and such assessments shall be payable within thirty (30) days after the same are rendered. The amount of each annual and/or supplemental assessment shall be the personal liability of each Homeowner (jointly and severally among the owners of each Home); and if not paid when due shall constitute a lien against the Homeowner's property; and if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, each such Homeowner shall pay interest on such unpaid amount at an interest rate determined from time to time by the Trustees together with the cost of collection of such amounts, including reasonable attorneys' fees. Each Homeowner, by acceptance of the Deed to his Home, agrees to pay all costs and expenses, including reasonable attorneys' fees and costs of collection incurred by the Trustees in collection of said assessments.

In the event an assessment against a Home remains unpaid for more than thirty (30) days from its due date, the Trustees shall take whatever lawful action they deem necessary to collect such assessment. All rights and remedies of the Trustees with respect to collection of delinquent assessments shall be cumulative.

The Trustees may designate one or more of the Trustees or an officer or agent who shall have the authority to issue certificates on behalf of the Trust indicating the status of unpaid Trust Expenses assessed against a Home if requested by parties deemed appropriate by the Trustees.

Section 6.3.3 — Application of Trust Funds. The Trustees shall expend Trust Funds only for the purposes permitted by this Trust and as may be required by law.



**Section 6.4 — Rebuilding and Restoration. Improvements and Condemnation.**

**Section 6.4.1 — Submission to Homeowners of Proposed Improvements.** If and whenever the Trustees shall propose to make any improvement to the Trust Property, or shall be requested in writing by the Homeowners holding fifty (50%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Homeowners a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same. Upon delivery to the Trustees of such agreement signed by fifty one (51%) percent or more of the Homeowners, or the expiration of ninety (90) days after such agreement was first submitted to the Homeowners, whichever shall first occur, the Trustees shall notify all Homeowners of the percentage of Homeowners who have then signed such agreement. If such percentage is fifty one (51%) percent or more of the Homeowners, the Trustees shall proceed to apply to the appropriate municipal body for approval of such improvement, when and if such approval is received, the Trustees shall make the improvement or improvements specified in such agreement and shall charge the cost of such improvement to all the Homeowners.

**Section 6.4.2 — Condemnation.** In the event of a total or partial taking under the powers of eminent domain, the Homeowners shall be represented by the Trustees hereunder, all awards or damages shall be payable to the Trustees for the benefit of the Homeowners and their mortgage holders and the taking shall be treated as (i) a casualty loss, or (ii) a termination of the Trust and shall be governed by the applicable provisions of this Trust. By the acceptance of a deed to a Home, each Homeowner irrevocably appoints the Trustees hereunder as his attorneys-in-fact to execute all instruments necessary to accomplish a just and equitable adjustment of such proportionate interests if such a situation occurs.

**Section 6.4.3 — Arbitration of Disputed Trustee Action.** Notwithstanding anything to the contrary in this Trust: (a) In the event that any Homeowner(s), shall dissent from any determination of the Trustees with respect to the value of the Trust Property or any other determination or action of the Trustees under this Article V by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Homeowner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Homeowner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or an improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

**Section 6.4.4 — Managing Business Agent.** The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Trust Property, including the incurring of expenses, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees, as the Trustees shall determine. Any agreement with respect to services to the Trust must be terminable by either party on not more than ninety (90) days' notice without a termination fee.

**Section 6.4.5 — Maintenance Company.** The Trustees shall contract with an appropriate maintenance company for the purpose of the day-to-day maintenance of the detention basin(s) and appurtenances thereto. Any contract with such a maintenance company shall be approved in advance by the West Boylston Department of Public Works.

**Section 6.4.6 — Rules, Regulations, Restrictions and Requirements.** The Trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the use and maintenance of the detention basin(s) as is consistent with provisions of any maintenance contract and consistent with the Declaration of Covenants recorded herewith in effect at the time of such action by the

Trustees.

Section 6.5 — Insurance. The Trustees may, if they deem appropriate, obtain and maintain master policies of casualty and physical damage insurance for the benefit and protection of the Trust, the Trustees and all of the Homeowners who shall be named insurers under such policies, and with loss proceeds payable to the Trustees hereunder (or to one of the Trustees designated by them as the Insurance Trustee).

Section 6.5.1 — Certificate of Insurance. The Trustees will deliver certificates of insurance together with proof of payment of premiums to any Homeowner or mortgagee upon request.

Section 6.5.2 — Liability Insurance. The Trust shall maintain a comprehensive general liability insurance policy covering all Trust Property and facilities and any other areas that are under its supervision or that may be used in the maintenance repair or restoration of the Trust Property. The policy shall provide coverage for bodily injury and property damage in amounts to be determined from time to time in the sole, reasonable judgment of the Trustees.

(a) The liability insurance shall provide coverage for:

(i) Bodily injury and property damage that results from the operation, maintenance or use of the Trust Property.

(ii) Legal liability that results from lawsuits related to employment contracts in which the Trust is a party.

(iii) Severability of interest clause.

(iv) Thirty (30) days written notice of cancellation to the named insured and first mortgagees.

(b) Trustees shall maintain workers compensation and employers liability insurance for any employee of the Trust and may obtain other coverages as the Trustees in their discretion deem it appropriate.

(c) All such insurance shall be in such amounts and forms as the Trustees shall, in their discretion, deem necessary considering availability and mortgage requirements.

Section 6.5.3 — Insurance, a Common Expense. The cost of the insurance purchased pursuant to this Trust shall be a Trust Expense assessable and payable as provided herein.

Section 6.6.1 — Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Homeowners and at such meeting may elect a Chairperson, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 6.6.2 — Meetings of Homeowners. There shall be an annual meeting of the Homeowners on the third Tuesday in October in each year at eight o'clock p.m. (8:00 p.m.) at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Homeowners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Homeowners may be called at any time by the Trustees and shall be called by them upon the written request of Homeowners entitled to more than fifty (50%) percent of the beneficial interest in the Trust. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Homeowners at least (7) days prior to the date so designated.

Section 6.6.3 — Notice of Certain Matters: Quorum: Majority Vote. Whenever at any meeting the Trustees propose to submit to the Homeowners any matter with respect to which specific approval of, or action by, the Homeowners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Homeowners entitled to more than thirty-three (33%) percent of the beneficial interest of this Trust either in person or by written proxy shall constitute a quorum at all meetings. Any action voted at a meeting shall require a majority of those voting and the vote of more than thirty-three (33%) percent of the beneficial interest in the Trust.

Section 6.7 — Restriction on Use Trust Property. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Trust Property is used for the purposes set forth in this Declaration of Trust.

Section 6.8 — Notices to Homeowners. Every notice to any Homeowner required under the provisions of this Trust which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if in writing addressed to the Owner of such Home last appearing on the Trustees' records, and mailed, first class mail, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Home or, if no address other than the Home appears on the Trustees' records, mailed or delivered to the Home at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner or Owners of such Home shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Home and any address other than the Home to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records. Such a correction received by the Trustees shall not affect the validity of any notice previously sent by the Trustees in accordance with this agreement.

Section 6.9 — Inspection of Books: Reports to Homeowners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Homeowner and first mortgagee of any Home at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Homeowners a written report of the operations of the Trust for such year, which report shall include without limitation a statement of all receipts and expenditures and shall include financial statements, in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 6.10 — Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one Trustee or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 6.11 — Fiscal Year. The fiscal year of the Trust shall be the year ending with the 31st day of December or such other date as may from time to time be determined by the Trustees.

ARTICLE VII

SALES AND MORTGAGES OF HOMES

Section 7.1 — No Severance of Ownership. The beneficial interest of each Homeowner in the Trust shall be an appurtenant interest, and no Homeowner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Home without including therein the interest of such Homeowner in the Trust Property and assets of the Trust. Any such deed, mortgage, or other instrument purporting to affect any such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Trust Property of any Home may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Home to which such interests are appurtenant.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THIRD PARTIES

DEALING WITH THE TRUSTEES

Section 8.1 — Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof duly recorded or registered, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein and of their authority to act. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust Property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Homeowners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occurrence thereof.

Section 8.2 — Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust Property for any debt, damage, judgment or decree, or for any money that may be otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Homeowners under the provisions of this Trust. Notwithstanding the foregoing, the Trustees shall be liable for their actions of willful misconduct and/or gross negligence.

Section 8.3 — All Obligations Subject to This Trust. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

**SECTION XII: MODEL HOMEOWNERS MAINTENANCE TRUST**

**Section 8.4 — Further Matters of Reliance.** This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Worcester Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust Property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any of them to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all person acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

**ARTICLE IX**

**AMENDMENTS AND TERMINATION**

**Section 9.1 — Amendments.** The Trustees, with the consent in writing of Homeowners entitled to not less than seventy-five (75%) percent of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) which purports to alter in any manner or to any extent modify or affect the percentage of the beneficial interest hereunder of any Homeowner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Homeowner in the Trust Property as set forth herein without the consent of 100% of the Homeowners, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of applicable law or any permit or approval issued by a board or officer of the Town of West Boylston, or (c) which would alter, amend or revoke the obligations of the Trustees as set forth in Section 6.2 and 6.4.5 hereof or reduce the Buyer's obligation to pay a capital reserve amount as set forth in Section 6.3.1 hereof without the approval of the Planning Board of the Town of West Boylston shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by a majority of the Trustees, if there be at least three then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Homeowners required by the Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

**Section 9.2 — Termination.** The Trust hereby created shall terminate only upon the approval of the Planning Board of the Town of West Boylston. The powers of sale and all other powers herein given the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust Property may have passed.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1 — Working Capital Fund. To insure that the Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the Sponsor may at its sole and exclusive discretion establish a working capital fund commencing with the sale of the first Home. Any amounts paid into this fund shall not be considered as advance payments or regular assessments. If deemed necessary by the Sponsor, each Home's share of the working capital fund shall be collected from the Homeowner at the time the Home is sold by the Sponsor.

Section 10.2 — Maintenance and Operation. The Trustees shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Trust Property that it is obligated to maintain. The fund shall be maintained out of regular assessments for Trust Expense.

Section 10.3 — Homeowner's Right and Restrictions. Each Homeowner shall become a beneficiary of the Trust and shall be subject to all the rights and duties assigned to Homeowners under this Trust. So long as there are Homes in subdivision which have not been conveyed to the first purchaser, the Sponsor also shall enjoy these rights and responsibilities as they relate to each individual unsold Home.

Section 10.4 — Limitations of Ability to Sell. The Trustees shall not in any way restrict the Homeowner's right to sell, transfer or convey his Home. The Homeowner shall be obligated at the time of transfer to obtain a certificate signed by the Trustees evidencing that all Trust expenses and maintenance costs applicable to the Homeowner are current.

Section 10.5 — Restrictions of Mortgaging Homes. There shall be no restrictions on the Homeowner's right to mortgage his Home. The Homeowner shall be obligated at the time of mortgaging to obtain a certificate signed by the Trustees evidencing that all Trust expenses and maintenance costs applicable to the Homeowner are current.

Section 10.6. In the event repairs, maintenance or replacement of any Trust Property is required, and if after forty-eight (48) hours' written notice from the Town of West Boylston to take action relating thereto, the Trustees fail or are unable to take such action, the Town of West Boylston is authorized to direct the management company, if one exists, to perform the necessary work. If there is no management company under contract with the Trust, or if the management company refuses to perform the work, the Town of West Boylston may take such actions necessary to have the work performed, and the expenses thereof shall be chargeable against the working capital fund established pursuant to Section 6.3 of this Trust.

The rights hereby granted to the Town of West Boylston include the right to enforce the obligations of the Trustees contained herein by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violation, including, without limitation, relief requiring repair, maintenance or replacement of any Trust Property (it being agreed that the Town has no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Town of West Boylston. The Town of West Boylston shall have the option to enforce said obligations, but does not have the obligation to do so. The Town of West Boylston does not undertake any liability or obligation relating to the condition of costs and expenses (including without limitation counsel fees and disbursements) incurred by the Town in enforcing the obligations of the Trustees herein or in remedying or abating any violation thereof.

Section 10.7. Notwithstanding anything in this Trust, any First Mortgagee who obtains title to a lot by Foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such lot's unpaid common expenses or dues which accrued prior to the acquisition of title to such lot by such First Mortgagee.

ARTICLE XI

CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience or reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

It is expressly understood and agreed that the terms, conditions, rights and obligations as set forth in this Declaration of Trust shall be covenants running with the land; shall be binding on all lots as shown on the Subdivision Plan as defined herein in Section 3.9; and shall be binding on all lot owners, their heirs, successors and assigns.

EXECUTED on the day and year first above written.

{Name}

\_\_\_\_\_  
{Sponsor}, {Title} {Company} and individually and as Trustee of the {Trust Name}

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this \_\_\_\_ day of \_\_\_\_\_ 2006, before me, the undersigned notary public, personally appeared {Name}, {Title} of {Company}, proved to me through satisfactory evidence of identification, which was/were [ ☐ ] Mass. driver's license(s) or [ ☐ ] \_\_\_\_\_, to be the person(s) whose name(s) is/are signed on the preceding or attached document and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires:

## **SECTION XIII MODEL OPERATION AND MAINTENANCE PLAN**

The following Model Operation and Maintenance program is proposed to be tailored to each site by the applicant.

This Operation and Maintenance Plan is intended to ensure the continued effectiveness of the structural water quality controls for the subdivision.

- Inspect stormwater basins once annually, in the spring, for cracking or erosion of side slopes, embankments, and accumulated sediment. Necessary sediment removal, earth repair, and/or reseedling will be performed immediately upon identification.
- Inspect sediment traps/forebays monthly for erosion of side slopes and accumulated sediment. Necessary sediment removal, earth repair and/or reseedling shall be performed immediately upon identification. Clean traps/ forebays approximately four times per year or as needed.
- Inspect water quality swales semi-annually; swales should be mowed once per year. Sediment and debris should be removed, at a minimum, once per year.
- Clean all catch basins twice annually to remove accumulated sand, sediment, and floatable products or as needed based on use.
- Paved areas will be swept, at a minimum, twice (2 times) per year.
- Routinely pick up and remove litter from the parking areas, islands and perimeter landscape areas in addition to regular pavement sweeping.
- Routinely inspect all dumpster and compactor locations for spills. Remove all trash litter from the enclosure and dispose of properly.

### **Construction Site Erosion and Sedimentation Control Techniques**

The following recommended erosion and sedimentation controls will be employed during the earthwork and construction phases of the project. The following controls are provided as recommendations for the site contractor and do not constitute or replace the final Stormwater Pollution Prevention Plan that must be implemented by the Contractor in Compliance with EPA NPDES regulations.

#### **Hay Bale Barriers**

Hay bale barriers are not a filter, they slow the water to allow solids to settle and will be placed to trap sediment transported by runoff before it reaches the drainage system or leaves the construction site. Bales will be set at least four inches into the existing ground to minimize undercutting by runoff.



### **Silt Fencing**

In areas where high runoff velocities or high sediment loads are expected, hay bale barriers will be backed up with silt fencing. This semi permeable barrier made of a synthetic porous fabric will provide additional protection. The silt fences and hay bale barrier will be replaced as determined by periodic field inspections.

### **Catch Basin Protection**

Newly constructed and existing catch basins will be protected with hay bale barriers (where appropriate) or silt sacks throughout construction. Water is to be directed into the basins during construction to minimize erosion and washout in the roadway. Appropriate collection areas are required at the outlets.

### **Construction Entrance/Exit**

A temporary crushed-stone construction entrance/exit will be constructed. A cross slope will be placed in the entrance to direct runoff to a protected catch basin inlet or settling area. If deemed necessary after construction begins, a wash pad may be included to wash off vehicle wheels before leaving the project site.

### **Diversion Channels**

Diversion channels will be used to collect runoff from construction areas and discharge to either sedimentation basins or protected catch basin inlets.

### **Temporary Sediment Basins**

Temporary sediment basins will be designed either as excavations or bermed stormwater detention structures (depending on grading) that will retain runoff for a sufficient period of time to allow suspended soil particles to settle out prior to discharge. These temporary basins will be located based on construction needs as determined by the contractor and outlet devices will be designed to control velocity and sediment. Points of discharge from sediment basins will be stabilized to minimize erosion.

### **Vegetative Slope Stabilization**

Stabilization of open soil surfaces will be implemented within 14 days after grading or construction activities have temporarily or permanently ceased, unless there is sufficient snow cover to prohibit implementation. Vegetative slope stabilization will be used to minimize erosion on slopes of 3:1 or flatter. Annual grasses, such as annual rye, will be used to ensure rapid germination and production of rootmass. Permanent stabilization will be completed with the planting of perennial grasses or legumes. Establishment of temporary and permanent vegetative cover may be established by hydro seeding or sodding. A suitable topsoil, good seedbed preparation, and adequate lime, fertilizer and water will be provided for effective establishment of these vegetative stabilization methods. Mulch will also be used after permanent seeding to protect soil from the impact of falling rain and to increase the capacity of the soil to absorb water.

### **Maintenance**

- The contractor or subcontractor will be responsible for implementing each control shown on the Sedimentation and Erosion Control Plan. In accordance with EPA regulations, the contractor must sign a copy of a certification to verify that a plan has been prepared and that permit regulations are understood.
- The on site contractor will inspect all sediment and erosion control structures periodically and after each rainfall event. Records of the inspections will be prepared and maintained on site by the contractor.

- Silt shall be removed from behind barriers if greater than 6 inches deep or as needed.
- Damaged or deteriorated items will be repaired immediately after identification.
- The underside of hay bales should be kept in close contact with the earth and reset as necessary.
- Sediment that is collected in structures shall be disposed of properly and covered if stored on site.
- Erosion control structures shall remain in place until all disturbed earth has been securely stabilized. After removal of structures, disturbed areas shall be regraded and stabilized as necessary.

**SECTION XIV MODEL CONVEYANCE OF EASEMENTS AND UTILITIES**

CONVEYANCE OF EASEMENTS AND UTILITIES

\_\_\_\_\_[NAME OF GRANTOR]\_\_\_\_\_, having an address of \_\_\_\_\_[ADDRESS OF GRANTOR]\_\_\_\_\_, GRANTS to the TOWN OF WEST BOYLSTON, a Massachusetts municipal corporation, having an address of 120 Prescott Street, West Boylston, Massachusetts, with quitclaim covenants, the following rights and easements:

1. The perpetual rights and easements to construct, inspect, repair, remove, replace, operate and forever maintain (1) a sanitary sewer or sewers with any manholes, pipes, conduits and other appurtenances, (2) pipes, conduits and their appurtenances for the conveyance of water, and (3) a covered surface and ground water drain or drains with any manholes, pipes, conduits and their appurtenances, and to do all other acts incidental to the foregoing, including the right to pass along and over the land for the aforesaid purposes, in, through and under the land area within \_\_\_\_\_[NAME OF STREET]\_\_\_\_\_ as shown on the plan titled "\_\_\_\_\_[TITLE OF PLAN]\_\_\_\_\_" dated \_\_\_\_\_[DATE OF PLAN]\_\_\_\_\_, prepared by \_\_\_\_\_[NAME OF SURVEYOR OR ENGINEER]\_\_\_\_\_, recorded or filed with the \_\_\_\_\_[NAME OF REGISTRY, PLAN REFERENCE]\_\_\_\_\_ or recorded or filed herewith, [and as particularly described in Exhibit A hereto].
2. The perpetual rights and easements to use \_\_\_\_\_[NAME OF STREET]\_\_\_\_\_, as described in Paragraph 1 hereof, for all purposes for which public ways are used in the Town of West Boylston.\_\_\_\_
3. [IF DRAINAGE EASEMENTS NEED TO BE GRANTED: The perpetual rights and easements for the purposes of drainage in, along, and upon an area shown as "\_\_\_\_\_" on the above-mentioned plan. The Town shall have the right to drain water onto said area from time to time for all purposes and uses incidental to the discharge of storm water, including, but not limited to, the construction, maintenance and repair of the drainage facilities and all necessary appurtenances and to construct, inspect, repair, remove, replace, operate, and forever maintain or abandon in place.]

The Grantor warrants that the aforesaid easements are free and clear of all liens or encumbrances, that it has good title to transfer the same, that it will defend the same against claims of all persons and that this is not a conveyance of all or substantially all of the assets of the Grantor.

For Grantor's title see deed dated \_\_\_\_\_, recorded with Worcester South District Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, or filed with Worcester South Registry District of the Land Court as Document No. \_\_\_\_\_.

This conveyance is not to be effective until \_\_\_\_\_[NAME OF STREET]\_\_\_\_\_ is accepted by vote of West Boylston Town Meeting as indicated by the recording of a copy of the vote certified by the Town Clerk, at which time this easement will become effective as of the date hereof.

By signing below, the Grantor hereby for myself/ourselves and my/our successors and assigns, pursuant to G.L. c.79, §7A, waives, releases and forever discharges the Town of West Boylston, its successors and assigns, from all debt, demands, actions, reckonings, bonds, covenants, contracts,

SECTION XIV: MODEL CONVEYANCE OF EASEMENTS AND UTILITIES

agreements, promises, damages, and liabilities and any and all other claims of every kind, nature and description whatsoever, both in Law and Equity, from or in consequences of the taking of the easements described in this instrument, should the Town of West Boylston decide to take such easements by eminent domain, and hereby waives an appraisal of damages for said taking and consents to said taking under G.L. c.79, §5B.

Executed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

GRANTOR:

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

Name:

Title:

THE COMMONWEALTH/STATE OF \_\_\_\_\_

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned notary public, personally appeared the above-named \_\_\_\_\_, who proved to me through satisfactory evidence of identification, which was a \_\_\_\_\_, to be the person whose name is signed on the above signature line of the attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACCEPTANCE OF EASEMENT

The Town of West Boylston, acting by and through its Board of Selectmen pursuant to the vote taken under Article \_\_\_\_\_ of the \_\_\_\_\_ Town Meeting, a certified copy of which is attached hereto, G.L. c. 82, §§ 21-24, and any other authority in any way appertaining, hereby accepts the Conveyance of Easements and Utilities recorded with the Worcester County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, or recorded herewith, on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

TOWN OF WEST BOYLSTON,  
by its Board of Selectmen

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

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, Selectman of the Town of West Boylston, as aforesaid, who proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of West Boylston.

\_\_\_\_\_  
Notary Public  
My Commission Expires

SUBORDINATION OF MORTGAGE

\_\_\_\_\_, having an address of \_\_\_\_\_,  
the present holder of a mortgage from \_\_\_\_\_, dated \_\_\_\_\_, recorded with the  
Worcester South District Registry of Deeds in Book \_\_\_, Page \_\_\_, or filed with the Worcester Registry  
District of the Land Court as Document No. \_\_\_\_\_, for consideration of \$1.00 paid, the receipt and  
sufficiency of which is hereby acknowledged, hereby subordinates the lien of said mortgage to the  
easements granted to the Town of West Boylston by Conveyance of Easements and Utilities from \_\_\_\_\_  
, dated  
\_\_\_\_\_, recorded with said Deeds in Book \_\_\_, Page \_\_\_, or recorded herewith, or filed with  
said Registry as Document No. \_\_\_\_\_, or filed herewith, as if said deed of easements had been recorded  
prior to said mortgage.

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Name:  
Its:

THE COMMONWEALTH/STATE OF \_\_\_\_\_

\_\_\_\_\_, ss

On this \_\_\_\_ day of \_\_\_\_\_, before me, the undersigned notary public, personally  
appeared the above-named \_\_\_\_\_, who proved to me through satisfactory  
evidence of identification, which was a \_\_\_\_\_, to be the person whose name is signed  
on the above signature line of the attached document, and acknowledged to me that he/she signed it  
voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_