

June 13, 2017
Medway Planning and Economic Development Board
155 Village Street
Medway, MA 02053

Executive Session

Members	Andy Rodenhiser	Bob Tucker	Tom Gay	Matt Hayes	Rich Di Iulio
Attendance	X	X	X	X	X

ALSO PRESENT:

Susy Affleck-Childs, Planning and Economic Development Coordinator
Mike Boynton, Town Administrator
Stephanie Mercandetti, Director of Planning and Economic Development

The Board convened in Executive Session at 6:32 p.m. after taking a Roll Call vote during the regular meeting.

The Board is in receipt of the following documents (**See Attached**)

- 6-5-17 email from Attorney Bill Sack with proposal from John Claffey
- 6-8-17 SAC notes comparing proposal to plan requirements
- 12-8-16 TT punch list for Pine Ridge and Candlewood
- 12-8-16 TT Pine Ridge bond estimate
- 12-8-17 TT Candlewood bond estimate
- Sheet 14 from Pine Ridge plan showing Candlewood improvements
- 6-9-17 email from Town Counsel with comments from various aspects of John Claffey's proposal.

Town Administrator Michael Boynton was present and indicated that there have been numerous discussions with Attorney Bill Sack representing developer John Claffey about a proposal for the work completion. There is currently \$79,000 left in two bond accounts. The proposal to consider is based on the May 25, 2017 letter from DPS Director Dave D'Amico which describes work included in the revised DPS punch list.

All are aware that the Fire Department prefers the acquisition of a fire utility vehicle over the construction of the emergency access connection between Candlewood Drive and Island Road because the emergency access connection, if completed as originally designed, would not support the newer and heavier fire equipment.

If the Town purchases the F-250 fire pick-up truck in lieu of building the emergency access way, what remaining work could be completed with the bond funds? The Town could seek litigation against the applicant, but this will not get the work done plus there will be costs which will be

incurred to go to court. Another option is complete the majority of the work and purchase the truck to address the emergency access.

There is another \$20,000.00 which the client is willing to put to the acquisition of the truck.

The Board would like to see an official proposal drafted which would include what items would be completed along with dollar amounts attached to those items. It was suggested to compile all the lists and come back with a proposal.

On a motion made by Matt Hayes and seconded by Bob Tucker, the Board voted by Roll Call vote to exit out of Executive Session and to return to Open Session to conduct the regularly scheduled meeting.

Roll Call Vote:

Tom Gay	aye
Bob Tucker	aye
Matt Hayes	aye
Rich Di Iulio	aye
Andy Rodenhiser	aye

The Executive Session concluded at 7:00 pm.

Respectfully Submitted,



**Amy Sutherland
Recording Secretary**

Reviewed and edited,



**Susan E. Affleck-Childs
Planning and Economic Development Coordinator**



June 13, 2017

**Medway Planning & Economic Development Board
Meeting**

**EXECUTIVE SESSION
Pine Ridge/Candlewood**

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- Sheet 14 from Pine Ridge plan showing Candlewood
- 6-9-17 email from Town Counsel with comments on various aspects of John Claffey's proposal.

Susan Affleck-Childs

From: Bill Sack <BSack@jepskysack.com>
Sent: Monday, June 05, 2017 2:34 PM
To: Susan Affleck-Childs
Subject: FW: Pine ridge, LLC - Medway, Massachusetts
Attachments: SKM_454e17060512010.pdf; SKM_454e17060512011.pdf; SKM_454e17060512012.pdf; SKM_454e17060512013.pdf; SKM_454e17060512014.pdf

Here's the email with all attachments.

William D. Sack, Esquire
Jepsky & Sack
1000 Franklin Village Drive
Suite 102
Franklin, MA 02038
phone: 508-520-3300
fax: 508-528-6069
Email: bsack@jepskysack.com

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From: Bill Sack
Sent: Monday, June 05, 2017 11:45 AM
To: bsaintandre@k-plaw.com
Cc: pgyorkis@gmail.com; John Claffey (clafcobld@gmail.com); Kathy Elia
Subject: Pine ridge, LLC - Medway, Massachusetts

The following is a proposal for your review and for circulation to the various appropriate Town Boards and Departments as requested by the Medway Planning & Economic Development Board at its May 9, 2017 meeting. The proposal is based on the May 25, 2017 letter to the Medway Planning & Economic Development Board from David D'Amico, Director of the Department of Public Services, attached hereto, and final quotes for the cost of all work set forth in the revised punch list attached to said letter. The proposal also reflects the fact that the Fire Department at this time, many years after approval of the subdivision plans, now prefers the acquisition of the fire vehicle over completion of the emergency access connection, because the emergency access connection, if completed as originally designed, will no longer support the newer, heavier fire vehicles. This proposal also includes the preparation of as-built plans and a large contribution by Developer over the Bond amount held by the Town.

CANDLEWOOD DRIVE, ISLAND ROAD AND DETENTION BASIN

Vin Boczanowski	(Work completed in 2015)	\$5,782.00
Vin Boczanowski	(Complete punch list, excluding as-built plans, crack seal roads	

and sidewalks & mill and overlay trenches 1-8)	\$8,200.00
Vin Boczanowski (Complete work in Detention Basin)	\$9,000.00
Lorusso Corporation (see invoice for description of work)	\$14,975.00
Contingency for cost overrun	\$1,000.00
McClure Engineering (as built plans)	\$4,050.00
TOTAL	\$43,007.00

PINE RIDGE

Vin Boczanowski (re-clear walking path and post markers per letter from consulting engineer)	\$1,000.00
The Line Smith (striping per letter from consulting engineer)	\$100.00
McClure Engineering (as built plans)	\$6,725.00
TOTAL	\$7,825.00

F-250 FIRE PICKUP TRUCK & ACCESSORIES **\$48,000.00**

TOTAL FOR WORK AND PICKUP TRUCK **\$98,832.00**

TOTAL BOND AMOUNT HELD BY TOWN OF MEDWAY **\$79,067.97**

TOTAL ADDITIONAL CONTRIBUTION FROM DEVELOPER **\$19,764.03**

Developer proposes to complete the above-described work, whereupon the Bond shall be released to Developer (subject to the provisions recited below), all enforcement action by the Town against the Developer and Mr. John Claffey will end and Developer will make a contribution to the Town of Medway in the amount of \$48,000 for the acquisition of the new fire vehicle. This proposal represents a contribution of \$19,764.03 over and above the Bond held by the Town.

This proposal assumes the following:

1. No additional fees are to be paid to the Conservation Commission. The Conservation Commission shall issue a Certificate of Compliance following removal of shrubs and trees from the base of the detention basin and disturbed areas are reseeded with wetlands seed mixture.
2. The Walking Path on the Open Space Parcel shall be re-cleared. Following inspection by the Planning & Economic Development Board, the Open Space parcel shall be approved for transfer to the Town. No further action shall be required from the Developer.
3. Following satisfactory inspection by the Department of Public Services, the Department will recommend acceptance of the roads.
4. No legal fees are to be paid by Developer.
5. No additional fees are to be paid by Developer for future inspections.
6. Following Department of Public Services inspection and approval of work performed by Vin Boczanowski, \$23,982.00 shall be released from the Bond to pay him in full.
7. Following Department of Public Services inspection and approval of work performed by Lorusso Corporation, \$14,975.00 shall be released from the Bond to pay it in full.
8. The as built plans to be prepared by McClure Engineering will be final upon submittal. Following submittal by McClure Engineering, \$10,775 shall be released from the Bond to pay it in full.

We believe that this proposal represents the best outcome for the Town and the local residents for an admittedly not ideal situation. We believe that any liability of Pine Ridge, LLC is limited to the Bond amount and that

John Claffey has no personal liability for any costs in excess of the Bond. Nevertheless, our client is willing to contribute almost \$20,000 in additional funds to permit the acquisition of the pickup truck at no additional cost to the Town.

We sincerely hope that you share our opinion and that you will be able to persuade the Town that this proposal is in its best interest.

Thank you.

William D. Sack, Esquire
Jepsky & Sack
1000 Franklin Village Drive
Suite 102
Franklin, MA 02038
phone: 508-520-3300
fax: 508-528-6069
Email: bsack@jepskysack.com

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TOWN OF MEDWAY
DEPARTMENT OF PUBLIC SERVICES
MEDWAY, MASSACHUSETTS

*Entrusted To
Manage The
Public
Infrastructure*

DAVID D'AMICO
DIRECTOR

BARRY SMITH
DEPUTY DIRECTOR

To: Medway Planning & Economical Development Board

Date: May 25, 2017

Subject: Candlewood Dr. & Island Rd. Punch List / Acceptance

Department of Public Services staff have been working in conjunction with Mr. Claffey and Mr. Yorkis on the above subject roadways. The goal has been to identify the key elements that need to be completed for the Town to accept the roads. This is not intended to be a comprehensive list as would be required for a new development. Instead, we seek to determine those items that will stabilize the roads and associated infrastructure and allow them to operate properly for another decade or more without major incident. In the case of Candlewood Dr. and Island Rd., we believe this to be a prudent course of action.

Attached is a revised punch list that we feel, if completed this year, will meet the stated objective. Also included are some marked up plans and photos to help define the scope of work. The Department would expect to continue to work with the developer and his contractors for inspections and approvals, as needed, as the work progresses. Should the work be completed to the satisfaction of the Department and in a timely manner, we would recommend that both roads be accepted by the Town. Such a recommendation, as always, would merely be in connection with the road construction and not encompass any other aspect of the street acceptance process.

Please let me know if this meets with your satisfaction or if you would like to proceed in any other manner.

Sincerely,

David D'Amico, Director

xc: John Claffey, Developer
Paul Yorkis, Developer's Representative
Michael Boynton, Town Administrator
Stephanie Mercandetti, Economic Development Director
Barry Smith, DPS Deputy Director
Jack Tucker, Highway Superintendent

HIGHWAY - WATER - SEWER - FLEET - PARKS - FACILITIES - SOLID WASTE

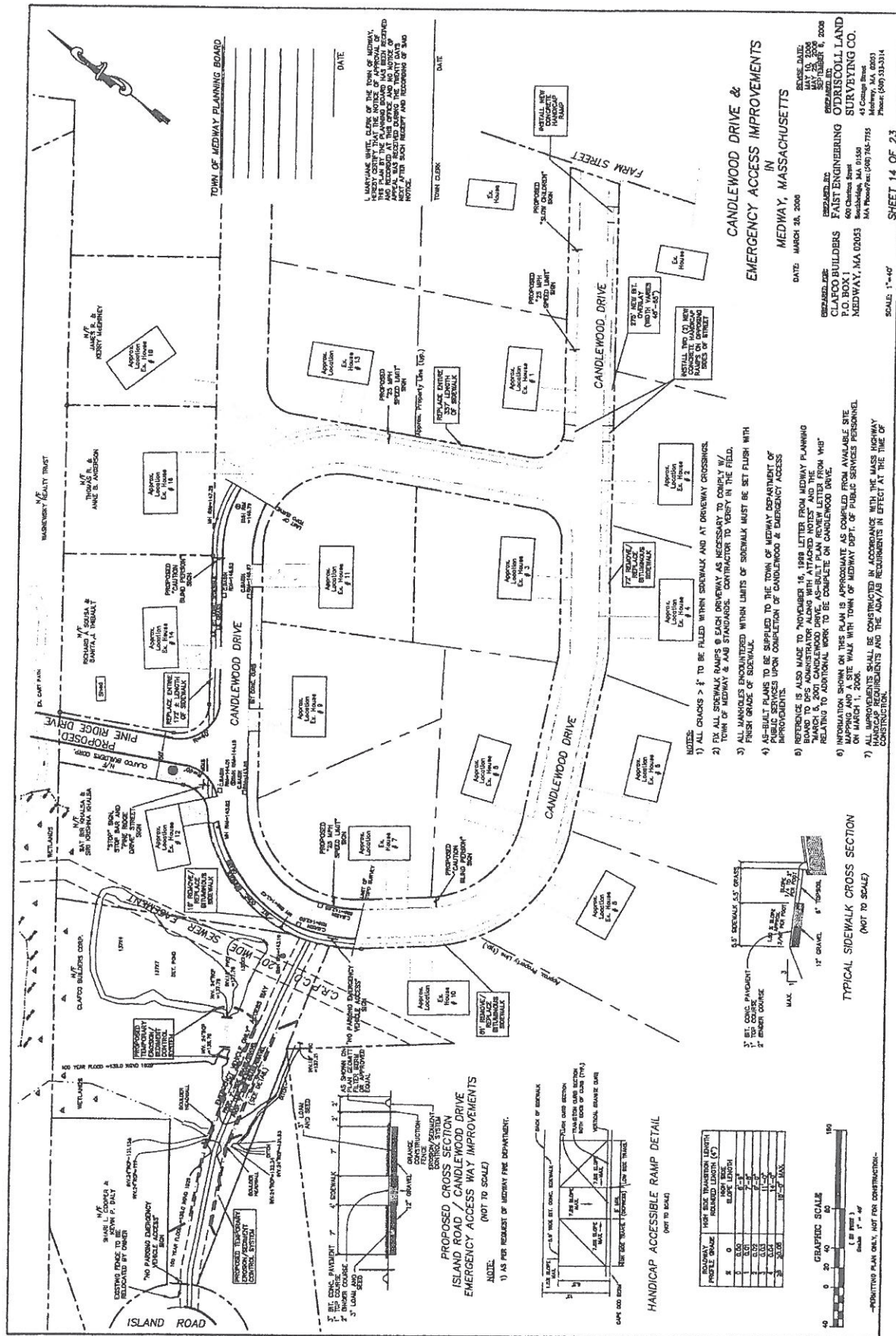
TOWN OFFICES | 45B HOLLISTON STREET | MEDWAY, MASSACHUSETTS 02053 | TEL 508-533-3275

Candlewood Drive Street Acceptance Improvements

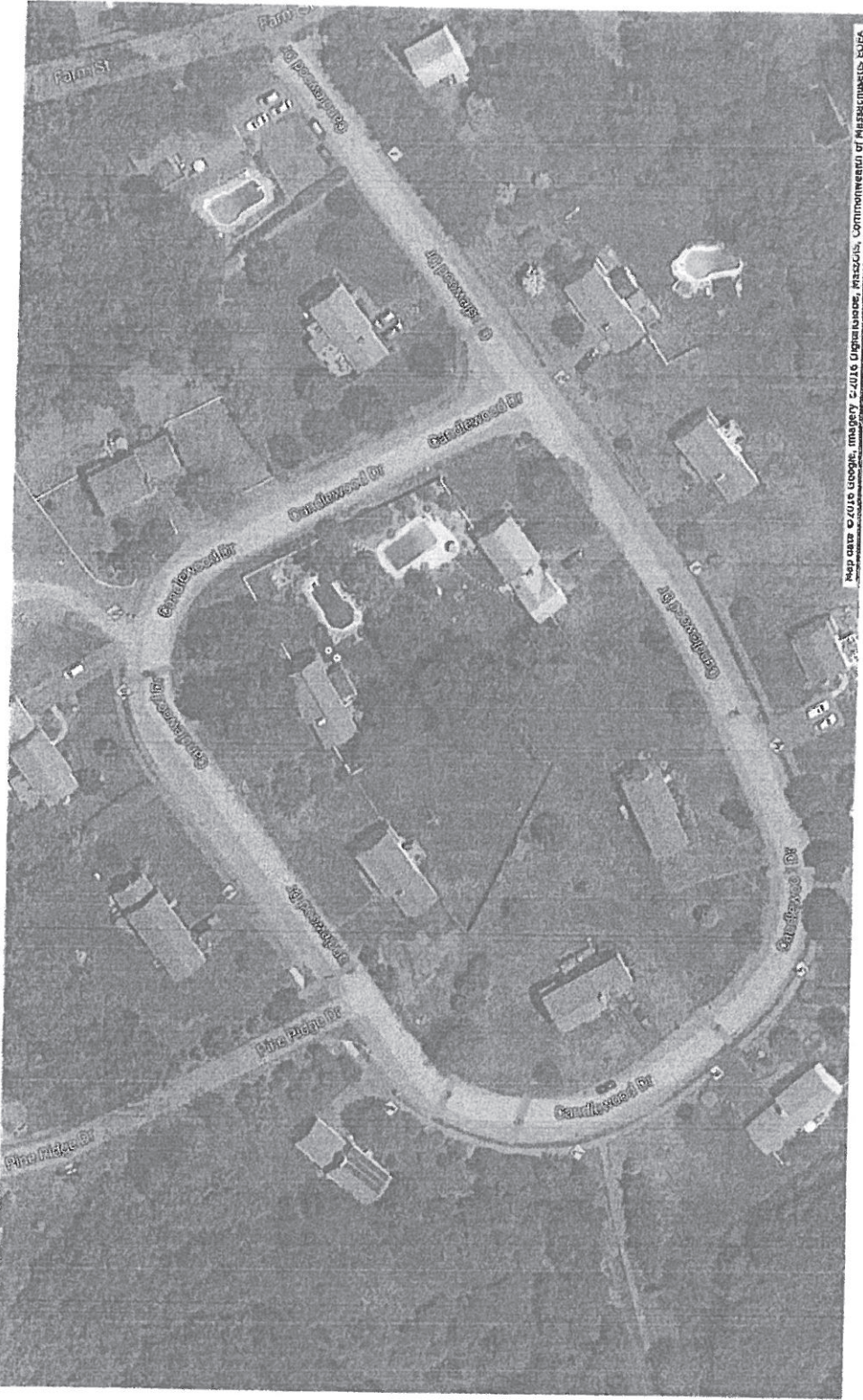
- Crack seal road surface throughout road limits.
- Podge bricks of Catch Basin structures. (Catch Basin numbers 1,2,5,8,9*,12,13,16)
*Cement outside of frame
- Fill & Patch Sinkhole
- Mill & overlay cross trenches. (Numbers 1-8)
- Podge lift holes (Catch Basin 16)
- Build Invert on Drain 2.
- Cement around pipes (Drain 8, Catch Basins 13,15)
 - Note: Cellar drains into Catch Basins 10,11,13 & Drain 11
 - Note: Surveyor to plot all utilities on plan, as built.

Island Road Street Acceptance Improvements

- Cement podge Catch Basin collar (Catch Basins 1,2, Drain 1)
- Cement pipe connections (Catch Basins 1,2, Drain 1)
- Podge entire structure (Catch Basin 3)
- Crack seal entire street and sidewalks.
- Replace sewer covers with covers that say "SEWER" (Sewers 1,2,4)
- Replace street sign.



Candlewood Drive



Candlewood Drains

- ◇ Drain 1
- ◇ Drain 2
- ◇ Drain 3
- ◇ Drain 4
- ◇ Drain 5
- ◇ Drain 6
- ◇ Drain 7
- ◇ Drain 8
- ◇ Drain 9
- ◇ Drain 10
- ◇ Drain 11

Candlewood Trenches

- ∟ Trench 1
- ∟ Trench 2
- ∟ Trench 3
- ∟ Trench 4
- ∟ Trench 5
- ∟ Trench 6
- ∟ Trench 7
- ∟ Trench 8

Candlewood Sidewalk Patch

- ∟ Patch 1
- ∟ Patch 2
- ∟ Patch 3
- ∟ Patch 4
- ∟ Patch 5
- ∟ Patch 6

Candlewood Drive

Candlewood Basins

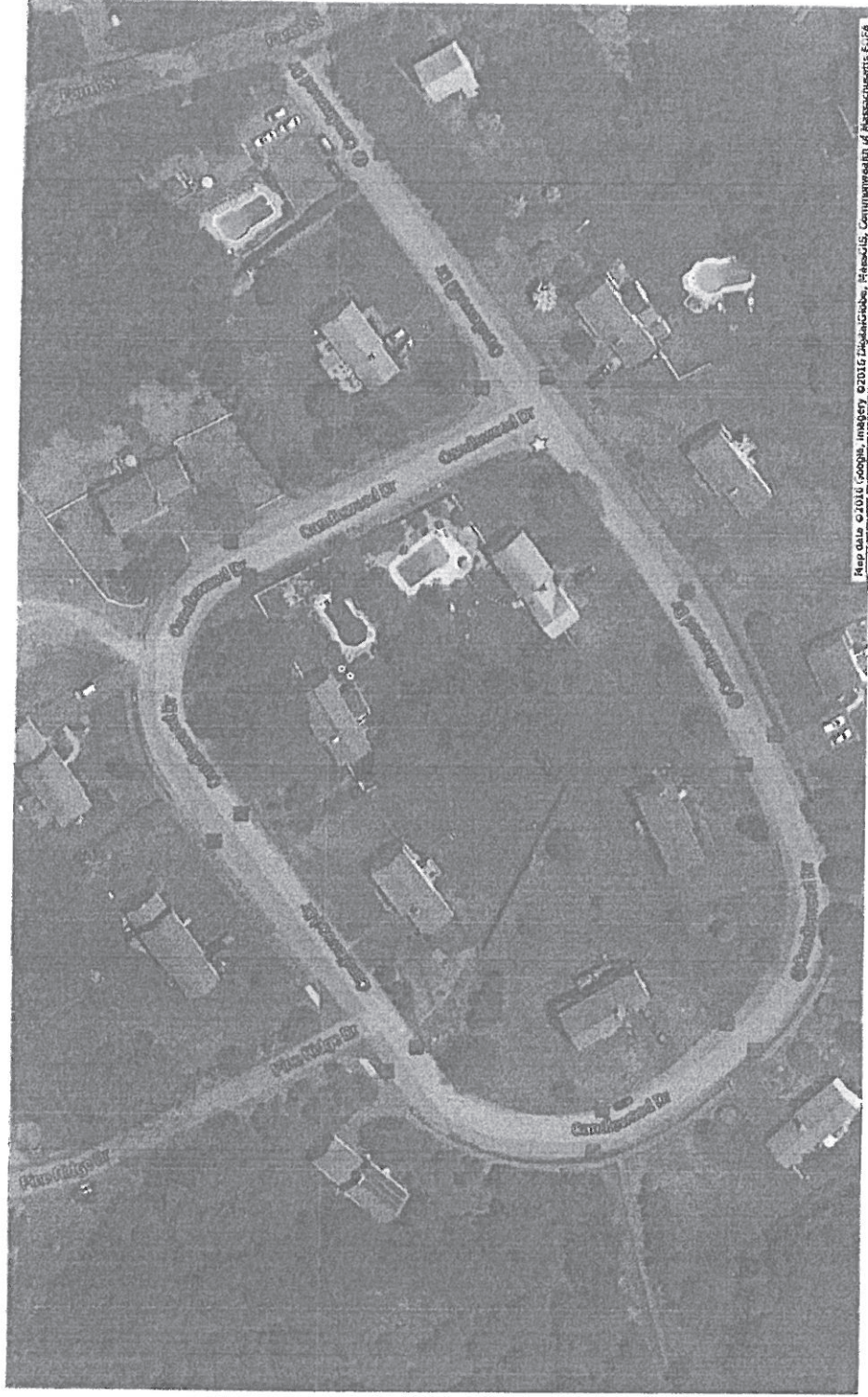
- Basin 1
- Basin 2
- Basin 3
- Basin 4
- Basin 5
- Basin 6
- Basin 7
- Basin 8
- Basin 9
- Basin 10
- Basin 11
- Basin 12
- Basin 13
- Basin 14
- Basin 15
- Basin 16

Candlewood Sewer

- Sewer 1
- Sewer 2
- Sewer 3
- Sewer 5
- Sewer 4

Candlewood Misc.

- ☆ Sinkhole



An aerial photograph of a residential neighborhood. A white van is parked on a street, marked with a white star. The street is labeled 'WILSON ST' in two locations. Other streets visible include 'WILSON ST' and 'WILSON ST'. The area is densely populated with houses and trees.

Map data ©2016 Google, Imagery ©2016 DigitalGlobe, MassGIS, Commonwealth of Massachusetts EDEA

- Island Misc. ☆ Street Sign

VIN BOCZANOWSKI

Construction- Excavating

17 Highland St.

Medway Ma. 02053

(508-533-2152) (CELL 580-735-5002)

8/1/16-----

bill;

PINE RIDGE LLC

PO BOX 1

MEDWAY MA 02053

jobsite;

CANDLEWOOD DR

ISLAND RD

FOR WORK COMPLETED IN 2015

- A. PUMP OUT CATCH BASINS, MORTAR AROUND PIPES
- B. MORTAR ALL PICK HOLES
- C. MORTAR ALL PIPES IN MANHOLES

2 MEN; 2DAYS EA	32 MAN HRS @ \$55	\$1760.00
3 MEN; 3 DAYS EA	72 MAN HRS @ \$55	\$3950.00
12 BAGS REDI-MIX CONCRETE		\$72.00

TOTAL DUE TO DATE.....\$5782.00

VIN BOCZANOWSKI

Construction- Excavating

17 Highland St.

Medway Ma. 02053

(508-533-2152) (CELL 580-735-5002)

5/5/17-----

est;

PINE RIDGE LLC

PO BOX 1

MEDWAY MA 02053

jobsite;

CANDLEWOOD DR.

ISLAND RD.

SCOPE OF WORK; SEE ATTACHED SHEET AS PER TOWN OF MEDWAY

COMPLETE LIST EXCEPT FOLLOWING IDEMS TO BE DONE BY OTHERS

- A. AS BUILD PLAN
- B. CRACK SEAL STREET & SIDEWALK
- C. MILL & OVERLAY TRENCHES 1-8

LIST WILL BE COMPLETED FOR THE SUM OF..... \$8,200.00

DETENTION BASIN

REMOVE & DISPOSE OF BRUSH & GRASS CLIPINGS

CUT & REMOVE TREES IN FLOOR OF BASIN

*SMALL EXCAVATOR WILL BE USED IN BASIN AREA

RE- SEED DISTURBED AREAS..... \$9,000.00

TOTAL..... \$17,200.00



Lorusso Corporation

3 Belcher Street
Plainville, MA 02762
Tel: (508) 695-3252
Fax: (508) 699-0724

To:	Patriot Real Estate	Contact:	Paul Yorkis
Address:	159 Main Street Medway, MA 02053	Phone:	508-533-4321
Project Name:	Candlewood & Island Road - Medway	Bid Number:	
Project Location:	Candlewood Drive & Island Road, Medway, MA	Bid Date:	8/8/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Sawcut/Remove Asphalt/Prep Trench *(9) Gas Trenches On Candlewood *(1) 20x20 Patch On Island Road *(1) 5x5 Patch On Curb Line Of Island Road	250.00	SY	\$29.15	\$7,287.50
2	Asphalt Patching *(9) Candlewood Drive *(2) Island Road	250.00	SY	\$30.75	\$7,687.50

Notes:

- Prices quoted are based on current FOB refinery prices on liquid asphalt. Such quoted prices are NOT guaranteed by the major oil companies and are subject to sudden adjustment during the term of the agreement. The base price of Liquid Asphalt is \$352.50 per liquid ton. Any change in the price of liquid asphalt will require an extra charge of \$ 0.06 per ton for every \$ 1.00 per ton increase in the price of liquid asphalt.
- Estimate based on 1 mobilization(s). For any additional mobilizations, Lorusso Corp will charge at the rate of \$3500.00 each
- This Quote / Proposal-Contract is valid for a period of thirty (30) days and only if executed by an officer or the General Manager of Lorusso Corporation, (hereinafter called "Lorusso Corporation") and credit suitable to Lorusso Corporation is established.
- EXCLUDES; Police, Hot Poured Rubber, Sweeping, Striping, Traffic Control - Safety, Engineering or Lay-out, Adjustment of Structures, Posting, Permits, Testing, Water for Dust Control, material to be used for the Fine Grade operation, Excess Grading Time and additional mobilizations.
- Lorusso Corporation will be given at least two (2) weeks' notice after the surface is fully prepared before commencing its work.
- Lorusso Corporation will not be responsible for defects in the paving resulting from adverse weather conditions or from inadequate design, sub grade, or base conditions.
- Buyer shall bear all losses, damages, and expenses for paving work performed after November 15 or when, despite adverse weather conditions, Buyer has directed Lorusso Corporation to perform work.
- Pricing based on work being completed Monday -Friday 7:30 AM to 3:30 PM
- Project included MA State Sales Tax
- All work after Nov 15th or before April 15th will require a Signed Seasonal Weather Release

Payment Terms:

Terms are net cash due in full within thirty (30) days of invoice. If measurement is necessary and if mutual agreement cannot be reached, measurement by an outside engineer acceptable to Lorusso Corporation shall govern. The charges of such engineer shall be paid forthwith by Buyer. Sales taxes, where applicable, will be charged on labor, material, and/or equipment over and above the contract unit prices. If bills are not paid when due, a carrying charge of 1 % per month will be charged from the due date until date of payment, and Buyer will pay all costs of collection including any charges for materials testing, inspections, surveying, or related engineering services and reasonable attorney's fees.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Lorusso Corporation Authorized Signature: _____ Estimator: Matt Gannon
---	--

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #

177-1396-G

Site Information

Candlewood Drive

PWS ID #**Terms**

Per Agreement

PO #**Sub #****Description****Candlewood Drive, Medway MA****"Limited Utility Location As-Built Sketch"**

McClure Engineering, Inc. (McClure) is pleased to provide a Professional Service Agreement (Agreement) to Pine Ridge, LLC (Client). The Agreement was developed at the request of the Client to perform a "limited utility location as-built survey and sketch plan" showing visible utilities located on Candlewood Drive.

The following scope of work is based on our past experience and McClure's 2017 hourly billing rates.

Scope of Work**Fee Estimate****2016 Conservation Permitting Technical Assistance.....\$1,550**

- Candlewood Drive – 2016 Emergency Access Conservation Permit Assistance (O'Driscoll / McClure)

Land Surveying Services.....\$1,400

- 1-Day Limited As-Built Field Work survey to locate Candlewood Drive visible catch basins, manholes and utility boxes.

Candlewood Drive "Limited Utility Location As-Built Plan".....\$1,100

- "Candlewood Drive Limited Utility As-Built Sketch Plan" 1 day design/drafting schematic level plan depicting visible utilities and drainage structures and manholes.
- Submittal of Plan to Medway Department of Public Services (DPS).

The total estimated cost to perform the above referenced work.....\$4,050

If you accept the terms of this Agreement, please return a signed copy with a **\$2,000 retainer** payable to McClure Engineering, Inc. at your earliest convenience.

Billing for all professional services will be on an hourly basis and reflect the actual time expended to the project. (See attached Services & Hourly Rates Schedule.)

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Candlewood Drive		Per Agreement		

Description**Please note:**

- The Agreement assumes the Client will provide McClure with any site plans/drawings or other pertinent site information to perform Scope of Work.
- The Agreement assumes O'Driscoll Land Surveying Co. Inc. is providing As-Built survey field work and data in CAD format. O'Driscoll Land Surveying Co. Inc. costs are included with this proposal.
- The Agreement does not include any work relating to "Candlewood Drive Emergency Access Improvements" design revisions, permitting, and/or related engineering/survey services.
- The Agreement does not include:
 - Planning Board or Conservation Commission Meetings
 - Conservation Commission Related Permitting and/or Certificate of Compliance Request
 - Candlewood Drive Plan and Profile
 - Plan Revisions
 - Professional Engineer/Surveyor Certifications
 - Mylar copies of As-Built Plans
 - Identifying/depicting underground utility locations
- The Agreement does not include and additional local/state/federal permits which may be required for the proposed work.
- The Agreement does not include any applicable local/state fees that may be associated with the Scope of Work.
- The Agreement does not include copies, printing, and associated postage. These costs will be billed as accrued.
- Any changes in the Scope of Work will be discussed with the Client and approved prior to initiating the work.

McClure anticipates it will take approximately 45-60 days to complete the above Scope of Work upon authorization to proceed.

Thank you,
David T. Faist, P.E.

McCLURE

ENGINEERING, INC

119 Worcester Road

Charlton, MA 01507

T: 508.248.2005

F: 508.248.4887

PROFESSIONAL SERVICE AGREEMENT

TERMS AND CONDITIONS

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Candlewood Drive		Per Agreement		

Description

ESTIMATED COMPLETION DATE: McClure Engineering, Inc. is prepared to commence work upon receipt of this signed agreement. In the event that the Engineer is obstructed or delayed in the completion of said services by any act of the Client or the Client's agents or by any act beyond the control of the Engineer including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

TERMINATION: This agreement may be terminated by either party upon five (5) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. The Engineer shall then be paid for the services completed up to the time of the termination date based upon the above-described fees.

OWNERSHIP of DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of McClure Engineering, Inc. as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto.

PAYMENT: Unless otherwise specified in this Agreement, payment for the above-described services shall be due within thirty (30) days from the date of the first billing. In the event that said account is unpaid after the thirtieth day subsequent to the date of the first billing, the Client shall be subject to a monthly service charge of (1% - 1 1/2 %) on the then unpaid balance (12% - 18% true annual rate). In the event that any portion of all of this account remains unpaid ninety (90) days subsequent to the first billing date, the Client shall pay all costs of collection including reasonable attorney's fees.

AMENDMENT of AGREEMENT: This Agreement may be amended only in writing signed by the Client and Engineer.

APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:

Pine Ridge, LLC
Attn: Mr. John Claffey
P.O. Box 1
Medway, MA 02053

Proposal #

177-1396-G

Date

06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Candlewood Drive		Per Agreement		
Description					
Services and Hourly Rates					
Professional Engineer			\$140.00		
Senior Project Engineer			\$130.00		
Project Management			\$85.00		
Drafting/Design			\$85.00		
Project Engineer			\$75.00		
Certified Operator			\$75.00		
Environmental Scientist			\$60.00		
Survey Crew			\$150.00		
Administration			\$50.00		
Expenses Not Included in Agreements					
(To be paid directly to Town/State, or reimbursed to McClure Engineering, Inc.)					
Permit/Filing Fees to Town Engineering Reviews if Required Inspection Fees Wetland Scientists & Other Subcontractors			Permit/Filing Fees to State Laboratory Testing Printing/Postage Field Supplies		
ACCEPTED: The above price, specifications and conditions are satisfactory and are hereby accepted. McClure Engineering, Inc. is authorized to do the work as specified above.					
Client Authorized Signature		Date	McClure Engineering, Inc.		Date
Client Information Section					
(Please Complete All Information)					
Contact Name:			Contact Phone:		
Mailing Address:			Fax:		
			E-Mail:		
City, State, Zip:			Alternate Phone:		

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:
Pine Ridge, LLC Attn: Mr. John Claffey P.O. Box 1 Medway, MA 02053

Proposal #	Date
177-1396-G	06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Village At Pine Ridge		Per Agreement		

Description

Village at Pine Ridge – Open Space Residential Development (OSRD), Medway, MA As-Built Plan and Certification (Revised)

McClure Engineering, Inc. (McClure) is pleased to provide a Professional Service Agreement (Agreement) to Pine Ridge, LLC (Client). The Agreement was developed at the request of the Client to perform as-built engineering services at the Village at Pine Ridge Condominiums subdivision located at Pine Ridge Drive in Medway, MA. The Agreement is revised to include O'Driscoll Land Surveying, Co. professional land surveying costs, and McClure's 2017 hourly billing rates.

Scope of Work:

Fee Estimate

Phase I – As-Built Land Surveying Services\$1,725

- Village at Pine Ridge – As-Built Field Survey and provide engineer with survey point locations

Phase II – As-Built Plan Drafting and Professional Engineer Certification.....\$5,000

- 2016 Site Visit with Tetra Tech and Provide Copies of Original Plans to Steve Bouley, EIT
- Design Engineer site inspection and As-Built documentation
- "Village at Pine Ridge As-Built Plan & Profile" drafting
- Professional Engineer Certification Letter
- Submittal of As-Built Plan(s) to Planning Board with Certification Letter

The total estimated cost to perform the above referenced work.....**\$6,725**

If you accept the terms of this Agreement, please return a signed copy with a **\$2,500 retainer** payable to McClure Engineering, Inc. at your earliest convenience.

Billing for all professional services will be on an hourly basis and reflect the actual time expended to the project. (See attached Services & Hourly Rates Schedule.)

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

119 Worcester Road
Charlton, MA 01507
T: 508.248.2005
F: 508.248.4887

Client:
Pine Ridge, LLC Attn: Mr. John Claffey P.O. Box 1 Medway, MA 02053

Proposal #	Date
177-1396-G	06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Village At Pine Ridge		Per Agreement		

Description

Please note:

- The Agreement assumes the Client will provide McClure with any site plans/drawings or other pertinent site information to perform Scope of Work.
- The Agreement assumes O'Driscoll Land Surveying Co. Inc. is providing As-Built survey field work and data in CAD format. O'Driscoll Land Surveying Co. Inc. costs are included with this proposal.
- The Agreement does not include any work relating to "Candlewood Drive Emergency Access Improvements" design revisions, permitting, and/or related engineering/survey services.
- The Agreement does not include a "Profile View" of the Candlewood Drive subdivision. Limited survey to include locations of visible utilities including catch basins, manholes, and utility boxes.
- The Agreement does not include:
 - Planning Board or Conservation Commission Meetings
 - Conservation Commission Related Permitting and/or Certificate of Compliance Request
 - Candlewood Drive related engineering and/or surveying work
 - Plan Revisions
 - Mylar copies of As-Built Plans
- The Agreement does not include and additional local/state/federal permits which may be required for the proposed work.
- The Agreement does not include any applicable local/state fees that may be associated with the Scope of Work.
- The Agreement does not include copies, printing, and associated postage. These costs will be billed as accrued.
- Any changes in the Scope of Work will be discussed with the Client and approved prior to initiating the work.

McClure anticipates it will take approximately 45-60 days to complete the above Scope of Work upon authorization to proceed.

Thank you,
David T. Faist, P.E.

McCLURE

ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

TERMS AND CONDITIONS

119 Worcester Road
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T: 508.248.2005
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Client:
Pine Ridge, LLC Attn: Mr. John Claffey P.O. Box 1 Medway, MA 02053

Proposal #	Date
177-1396-G	06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Village At Pine Ridge		Per Agreement		

Description

ESTIMATED COMPLETION DATE: McClure Engineering, Inc. is prepared to commence work upon receipt of this signed agreement. In the event that the Engineer is obstructed or delayed in the completion of said services by any act of the Client or the Client's agents or by any act beyond the control of the Engineer including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies, then the time herein fixed for the completion of the services shall be extended for a period of time equivalent of the time lost by reason of any or all of the aforementioned causes.

TERMINATION: This agreement may be terminated by either party upon five (5) days written notice in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. The Engineer shall then be paid for the services completed up to the time of the termination date based upon the above-described fees.

OWNERSHIP of DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the sole and exclusive property of McClure Engineering, Inc. as instruments of service. The Client may, at his expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto.

PAYMENT: Unless otherwise specified in this Agreement, payment for the above-described services shall be due within thirty (30) days from the date of the first billing. In the event that said account is unpaid after the thirtieth day subsequent to the date of the first billing, the Client shall be subject to a monthly service charge of (1% - 1 1/2 %) on the then unpaid balance (12% - 18% true annual rate). In the event that any portion of all of this account remains unpaid ninety (90) days subsequent to the first billing date, the Client shall pay all costs of collection including reasonable attorney's fees.

AMENDMENT of AGREEMENT: This Agreement may be amended only in writing signed by the Client and Engineer.

APPLICABLE LAW: Unless otherwise specified, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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ENGINEERING, INC

PROFESSIONAL SERVICE AGREEMENT

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T: 508.248.2005
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Proposal #	Date
177-1396-G	06/02/17

Project #	Site Information	PWS ID #	Terms	PO #	Sub #
177-1396-G	Village At Pine Ridge		Per Agreement		

Description

Services and Hourly Rates

Professional Engineer	\$140.00
Senior Project Engineer	\$130.00
Project Management	\$85.00
Drafting/Design	\$85.00
Project Engineer	\$75.00
Certified Operator	\$75.00
Environmental Scientist	\$60.00
Survey Crew	\$150.00
Administration	\$50.00

Expenses Not Included in Agreements

(To be paid directly to Town/State, or reimbursed to McClure Engineering, Inc.)

Permit/Filing Fees to Town Engineering Reviews if Required Inspection Fees Wetland Scientists & Other Subcontractors	Permit/Filing Fees to State Laboratory Testing Printing/Postage Field Supplies
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ACCEPTED: The above price, specifications and conditions are satisfactory and are hereby accepted. McClure Engineering, Inc. is authorized to do the work as specified above.

Client Authorized Signature	Date	McClure Engineering, Inc.	Date
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Client Information Section

(Please Complete All Information)

Contact Name:	Contact Phone:
Mailing Address:	Fax:
	E-Mail:
City, State, Zip:	Alternate Phone:

Pine Ridge/Candlewood

UPDATED 6-8-17

What developer has proposed per 6-5-17 email from Attorney Bill Sack	What developer is obligated to do per OSRD special permit decision	NOTES
PINE RIDGE WORK & DETENTION BASIN		
Pine Ridge Road striping - The Line Smith estimate of \$100	Work specified in the TT Pine Ridge punch list (4-22-16 updated 12-8-16). This includes pavement markings/line striping, cleaning of drainage system, removing erosion controls, reclearing trail on PR open space parcel, crack sealing, painting of fire hydrants, cul-de-sac landscaping, preparing as-built plan, legal services and 10% contingency. TT bond estimate is \$17,380	Nothing specified in the developer's proposal for cleaning of drainage system or removal of erosion controls (within the development itself) now.
Reclear walking path on Pine Ridge open space parcel and post markers - Developer's estimate of \$1,000		
Contingency for other Pine Ridge work - Developer's estimate of \$1,000		
Provide as-built plan for Pine Ridge OSRD - McClure Engineering estimate of \$6,725	Provide as-built plan for Pine Ridge OSRD	Developer wants PEDB to release a portion of the bond funds to pay McClure Engineering for the preparation of the as-built plan upon submittal of the plan to the PEDB.
Removal and disposal of brush and grass clippings and brush and cut and remove trees and brush in detention basin area per Conservation Commission Enforcement Order - \$9,000 (Vin Boczanowski estimate dated 5/5/17)		Developer states that ConCom shall issue a Certificate of Compliance following removal of shrubs and trees. Further, developer will pay no further fees to ConCom. Developer wants the PEDB to release \$9,000 of bond funds to pay Vin Boczanowski upon approval of work by DPS.
	Provide deed to convey open space parcel and access easement to the TOM	Developer did not specify that they would provide the deed and easement.
	Developer will pay for TT inspection services and other outside consultants as needed	Developer will not pay any additional fees to the PEDB for TT inspections or reviews or for any of the Town's legal expenses.

What developer has proposed per 6-5-17 email from Attorney Bill Sack	What developer is obligated to do per OSRD special permit decision	NOTES
CANDLEWOOD/ISLAND ROAD		
DPS Punch List for Candlewood Road and Island Drive except for crack sealing, milling and overlay - \$8,200 (Vin Boczanowski estimate dated 5/5/17)	Candlewood improvements as indicated on Sheet 14 of Pine Ridge OSRD plan <i>(except for emergency access way between Island Road and Candlewood Drive)</i> AND on the TT punch list dated 4-22-16 updated 12-8-16. This includes crack sealing, 9 frames and covers, regROUT 13 drain structure brick/lift holes/pipes/inverts, repair sinkhole, mill and overlay trenches, clean drain system, maintain drainage basis, repair sidewalks, 8 signs, ADA ramps, as-built & street acceptance plans, legal services and 10% contingency. TT bond estimate dated 12-8-16 for above work is \$56,430	Neither the developer's proposal nor the DPS Punch list includes replacement of 701 linear feet of sidewalk and various signs (Tetra Tech estimate is \$800) both as specified on Sheet 14 of the PR plan. Also, developer indicates that only DPS, not the PEDB thru TT, will handle the inspections. Developer wants the PEDB to release \$14,975 of bond funds to pay Lorusso and \$8,200 to pay Vin Boczanowski upon approval of work by DPS.
Crack sealing, milling and overlay for Candlewood Drive and Island Road per DPS punch list - \$14,975 (Lorusso Construction estimate dated 8/8/16)		
Funds owed to Vin Boczanowski for Candlewood work completed in 2015 (pump out catch basins, mortar around pipes, mortar pick holes, mortar pipes in manholes = \$5,782 per invoice dated 8/1/16)		This work represents the developer's on-going maintenance of the stormwater system. Developer wants the PEDB to release \$5,782 of bond funds to pay Vin Boczanowski upon approval of work by DPS.
Engineering permitting assistance for ConCom NOI from 2016 - McClure Engineering estimate of \$1,550		Why should this expense be included?
		Developer did not specify that they would provide deeds, easements, etc. to convey to Town
		Developer will not pay any additional fees to the PEDB for TT inspections or reviews or for the Town's legal expenses.

What developer has proposed per 6-5-17 email from Attorney Bill Sack	What developer is obligated to do per OSRD special permit decision	NOTES
CANDLEWOOD/ISLAND ROAD		
Provide limited as-built plan for Candlewood and Island Drive - McClure Engineering estimate \$2,500		The developer has agreed to prepare a limited as-built plan only. The developer has NOT committed to provide street acceptance plans. How can the Town accept the streets without a street acceptance plan?? Further, developer has stated that the Town will consider the as-built plan submitted to be final. That means NO REVISIONS if it is not complete. Developer wants PEDB to release a portion of the bond funds to pay for the preparation of the as-built plan upon submittal of the plan.
EMERGENCY ACCESSWAY		
Purchase Ford utility vehicle in lieu of constructing the emergency access way between Island Road and Candlewood Drive - \$48,000 estimate from Franklin Ford (Mike Boynton)	Construct emergency access way between Island Road and Candlewood Drive per Sheet 14 of the Pine Ridge plan	Does the PEDB need to amend the Pine Ridge plan and decision to eliminate the emergency access way work and NOT include sidewalk replacement on Candlewood?
Developer's Cost Estimates & Truck = \$98,832		
Bond Account Balances		
Pine Ridge = \$40,356.28		Developer demands that all enforcement action taken by the Town against John Claffey and the developer will end once work is completed.
Candlewood = <u>\$38,711.69</u>		
Total = \$79,067.97		
Prepared by Susan Affleck-Childs, 6-8-2017		



To: Susan Affleck-Childs – Medway Planning and Economic Development Board Coordinator

Cc:

From: Steven Bouley, EIT – Tetra Tech

Date: April 22, 2016 (revised December 8, 2016)

Subject: Pine Ridge-Candlewood Drive Punch List

On April 11, 2016 at the request of the Medway Planning and Economic Development Board (PEDB), Tetra Tech (TT), Dave Faist of McClure Engineering, Inc (MEI) and Dan O'Driscoll of O'Driscoll Land Surveying Co. (OLS) met at the Pine Ridge Subdivision location and performed a punch list inspection of the development. Nearby Candlewood Drive Subdivision was also included in the inspection. The inspections were conducted based upon the approved Pine Ridge OSRD Development plan set.

On December 8, 2016 at the request of the PEDB, Steven Bouley from TT conducted a follow-up punch list inspection of the Pine Ridge and Candlewood Drive Subdivisions. The inspections were conducted based upon the approved Pine Ridge OSRD Development plan set.

The following is a list of items and issues that should be repaired or resolved:

Pine Ridge

1. Proposed line striping and stop line has not been painted.
2. As-Built of the development should be submitted for review.
3. It is recommended the applicant clean the drainage system. Cleaning includes removing sediment and debris from catch basin structures, pipe and detention facilities.
4. Erosion control should be removed upon receiving certificate of compliance from Medway Conservation Commission.
5. The proposed 4'-wide walking path requires re-clearing as navigating the path is difficult. The path is inconsistent and markers are not present to direct pedestrians through the area.

Candlewood Drive

6. All items shown on Sheet 14 of 23 "Candlewood Drive and Emergency Access Improvements" of the Village at Pine Ridge OSRD Definitive Plan set have not been completed.
7. The emergency access path is proposed through an area that appears to be jurisdictional to the Medway Conservation Commission (culvert crossing). It is recommended the applicant contact the Conservation Agent prior to commencing work to determine if an open Order of Conditions exists for the project or if this area deemed as "Mosquito Control Maintenance Channel" is indeed jurisdictional area.

8. In addition to items on Sheet 14, it is recommended the applicant clean the existing drainage system and clear brush/trees from the limit of stormwater detention basins for the subdivision.
9. Upon completion of punch list items, as-built and street acceptance plans should be submitted for review.

Additional Items (2016-12-08)

Pine Ridge

10. Areas of the bituminous concrete roadway are beginning to crack. TT recommends crack sealing these areas to slow migration of cracking.
11. Hydrants shall be painted per town standards (blue and silver), coordinate with Medway DPS.
12. The center island in the cul-de-sac does not contain any larger growth shrubs or trees per the town's standard details, see town detail CD-10. TT has not acquired a landscape plan for the project to determine if landscaping was required at the time of plan approval.

Candlewood Drive

13. The roadway should be crack sealed to prevent further damage.
14. Drain/sewer frames and grates/covers should be replaced to town standard and all grade brick shall be re-grouted. Any frame and grate/cover extending above sidewalk surface shall also be reset to existing grade to prevent tripping hazards.
15. All pipe inverts, lift holes, structure section joints, etc. should be grouted to maintain integrity of pre-cast structures.
16. Electric trenches, which cross the roadway in multiple locations, have settled. These locations should be milled and overlaid.

These comments are offered as guides for use during the Town's review. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

P:\21583\143-21583-16003 (PINE RIDGE CANDLEWOOD)\DOCS\MEMO_PINE RIDGE-CANDLEWOOD PUNCH LIST_2016-04-22 (REVISED 2016-12-08).DOC



Bond Value Estimate
The Village at Pine Ridge
Definitive Subdivision
Medway, Massachusetts
December 8, 2016

Marlborough Technology Park
100 Nickerson Road
Marlborough, MA 01752
Tel 508.786.2200 Fax 508.786.2201

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
Pavement Markings	1	LS	\$500.00	\$500
Clean Drain System	1	LS	\$3,500.00	\$3,500
Remove Erosion Control	1	LS	\$500.00	\$500
Clear Openspace Walking Path	1	LS	\$2,500.00	\$2,500
Crack Sealing	1	LS	\$1,000.00	\$1,000
Paint Hydrants	1	LS	\$500.00	\$500
Cul-De-Sac Landscaping	1	LS	\$2,000.00	\$2,000
As-built Plans	560	LF	\$5.00	\$2,800
Legal Services	1	LS	\$3,000.00	\$3,000
Subtotal				\$15,800
Contingency (10%)				\$1,580
Recommended Bond Value				\$17,380

Notes:

1. Unit prices are taken from the latest information provided on the Mass DOT website. They utilize the Mass DOT weighted bid prices (Combined - All Districts) for the time period 12/2015 - 12/2016.



TETRA TECH Candlewood Drive/Island Road Punch List Items
Medway, Massachusetts
December 8, 2016

Marlborough Technology Park
100 Nickerson Road
Marlborough, MA 01752
Tel 508.786.2200 Fax 508.786.2201

DESCRIPTION	QUANTITY	UNIT	UNIT COST	ENGINEERS ESTIMATE
Crack Sealing	1	LS	\$6,000.00	\$6,000
Frame & Cover	9	EA	\$750.00	\$6,750
RegROUT Drain Structure Brick/Lift Holes/Pipe/Inv	13	EA	\$250.00	\$3,250
Repair Sinkhole	1	LS	\$500.00	\$500
Mill & Overlay Trenches	1	LS	\$3,500.00	\$3,500
Clean Drain System	1	LS	\$5,000.00	\$5,000
Maintain Drain Basin	1	LS	\$2,500.00	\$2,500
Construct Emergency Access ²	1	LS	\$35,000.00	\$35,000
Replace Sidewalk Sections	1	LS	\$8,000.00	\$8,000
Signage	8	EA	\$100.00	\$800
ADA Ramps	3	EA	\$1,000.00	\$3,000
As-Built/Street Acceptance Plans	1,800	LF	\$5.00	\$9,000
Legal Services	1	LS	\$3,000.00	\$3,000

Subtotal
Contingency (10%)
Recommended Bond Value (min.)

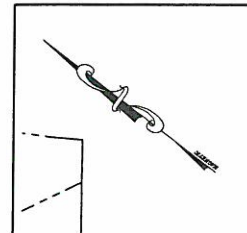
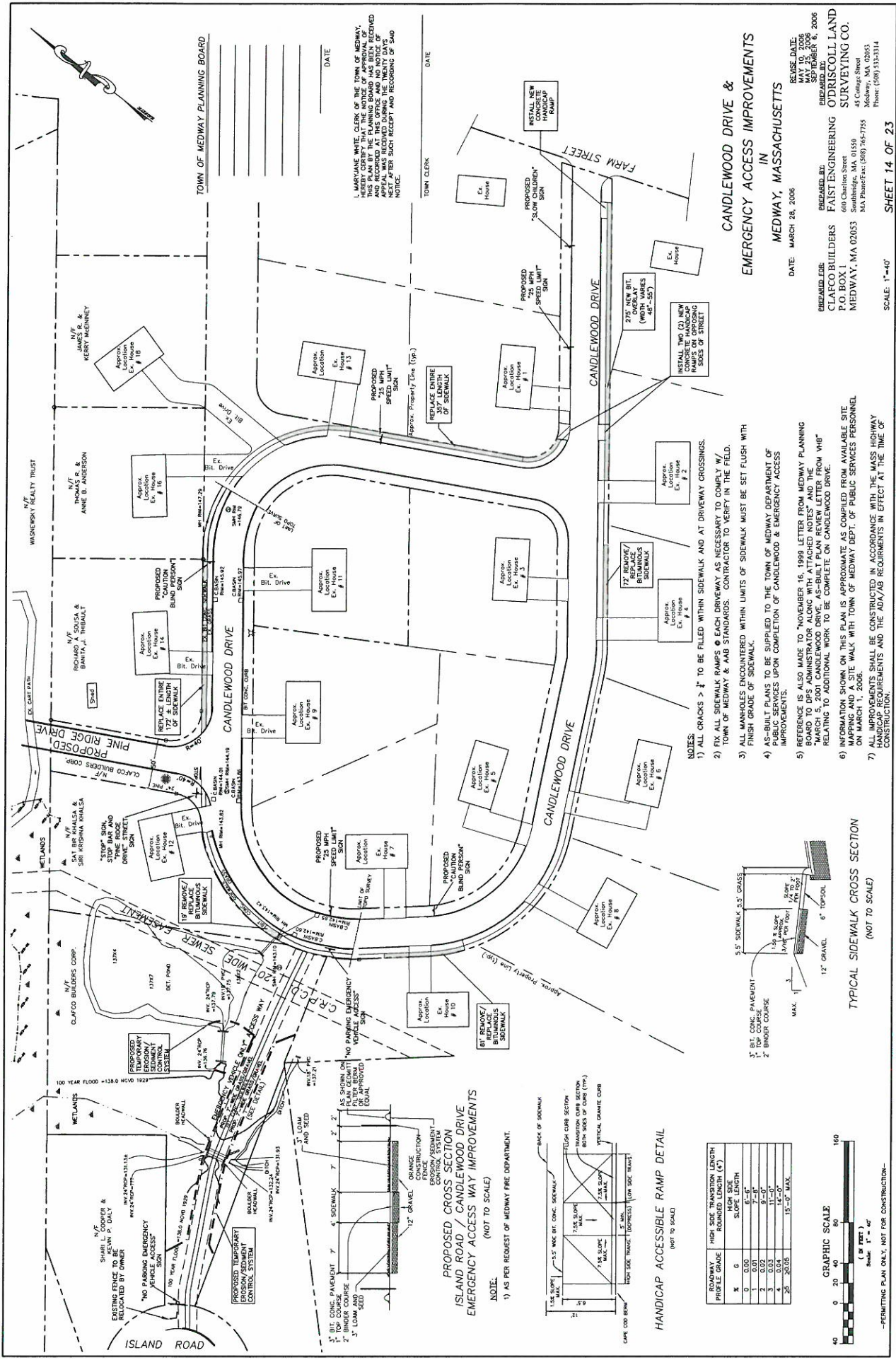
\$86,300 51,300
\$8,630 5,130
\$94,930
\$56,430

Notes:

1. Unit prices are taken from the latest information provided on the Mass DOT website. They utilize the Mass DOT weighted bid prices (Combined - All Districts) for the time period 12/2015 - 12/2016. Items included in this bond estimate are combined from separate TT and Medway DPS punch list inspections as well as items shown on Sheet 14 of 23 "Candlewood Drive and Emergency Access Improvements" of the Village at Pine Ridge OSRD Definitive Plan set.

2. Pricing for construction of emergency access will be dependent on scope of design, permitting and construction. Value provided assumes similar construction to proposed as well as survey, design and permitting costs and is approximate only.

50
55-17



TOWN OF MEDWAY PLANNING BOARD

DATE _____

TOWN CLERK

L. MARYVANE WHITE, CLERK OF THE TOWN OF MEDWAY, HEREBY CERTIFIES THAT THE NOTICE OF APPROVAL OF THIS PLAN WAS SERVED BY REGISTERED MAIL AND RECORDED AT THIS OFFICE AND NO NOTICE OF OBJECTION HAS BEEN RECEIVED FROM ANY ADJACENT PROPERTY OWNER NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

RECEIVED DATE: MAY 25, 2006
 PREPARED BY: CLAFCO BUILDERS
 ENGINEER: FAIST ENGINEERING
 SURVEYING CO.
 600 Chatham Street
 Southbridge, MA 01550
 MA Phone/Fax: (508) 756-7755
 Medway, MA 02053
 Phone: (508) 533-3314

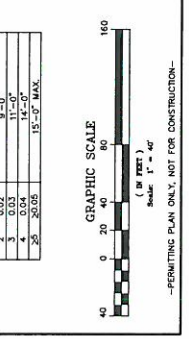
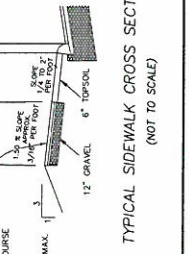
CANDLEWOOD DRIVE & EMERGENCY ACCESS IMPROVEMENTS IN MEDWAY, MASSACHUSETTS

DATE: MARCH 28, 2006

SCALE: 1"=40'

SHEET 14 OF 23

- NOTES:
- 1) ALL CRACKS $> \frac{1}{8}"$ TO BE FILLED WITHIN SIDEWALK AND AT DRIVEWAY CROSSINGS.
 - 2) FIX ALL SIDEWALK RAMPS @ EACH DRIVEWAY AS NECESSARY TO COMPLY W/ TOWN OF MEDWAY & AAB STANDARDS. CONTRACTOR TO VERIFY IN THE FIELD.
 - 3) ALL MANHOLES ENCOUNTERED WITHIN LIMITS OF SIDEWALK MUST BE SET FLUSH WITH FINISH GRADE OF SIDEWALK.
 - 4) AS-BUILT PLANS TO BE SUPPLIED TO THE TOWN OF MEDWAY DEPARTMENT OF PUBLIC SERVICES UPON COMPLETION OF CANDLEWOOD & EMERGENCY ACCESS IMPROVEMENTS.
 - 5) REFERENCE IS ALSO MADE TO "NOVEMBER 16, 1998 LETTER FROM MEDWAY PLANNING BOARD TO DPS ADMINISTRATOR ALONG WITH ATTACHED NOTES" AND THE "MARCH 5, 2001 CANDLEWOOD DRIVE, AS-BUILT PLAN REVIEW LETTER FROM "WBE" RELATING TO ADDITIONAL WORK TO BE COMPLETE ON CANDLEWOOD DRIVE.
 - 6) INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE AS COMPILED FROM AVAILABLE SITE MAPPING AND A SITE WALK WITH TOWN OF MEDWAY DEPT. OF PUBLIC SERVICES PERSONNEL ON MARCH 1, 2006.
 - 7) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MASS HIGHWAY HANDBOOK REQUIREMENTS AND THE AAS/AB REQUIREMENTS IN EFFECT AT THE TIME OF CONSTRUCTION.



ROADWAY PROFILE GRADE	HIGH SIDE TRANSITION LENGTH (FT)	LOW SIDE TRANSITION LENGTH (FT)
1	0.01	0.01
2	0.02	0.02
3	0.03	0.03
4	0.04	0.04
5	0.05	0.05
6	0.06	0.06
7	0.07	0.07
8	0.08	0.08
9	0.09	0.09
10	0.10	0.10
11	0.11	0.11
12	0.12	0.12
13	0.13	0.13
14	0.14	0.14
15	0.15	0.15
16	0.16	0.16
17	0.17	0.17
18	0.18	0.18
19	0.19	0.19
20	0.20	0.20

PROPOSED CROSS SECTION ISLAND ROAD / CANDLEWOOD DRIVE EMERGENCY ACCESS WAY IMPROVEMENTS

NOTE: (NOT TO SCALE)

1) AS PER REQUEST OF MEDWAY FIRE DEPARTMENT.



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NOTE: (NOT TO SCALE)

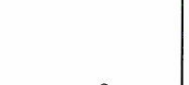
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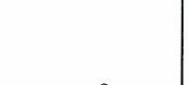
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Susan Affleck-Childs

From: Barbara J. Saint Andre <BSaintAndre@k-plaw.com>
Sent: Friday, June 09, 2017 2:20 PM
To: Susan Affleck-Childs
Cc: Michael Boynton; Stephanie Mercandetti; Bridget Graziano; David Damico; Andy Rodenhiser ; Amy E. Kwesell
Subject: RE: Pine ridge, LLC - Medway, Massachusetts

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ATTORNEY CLIENT PRIVILEGE

See responses below

Barbara J. Saint Andre, Esq.

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From: Susan Affleck-Childs [mailto:sachilds@townofmedway.org]
Sent: Friday, June 09, 2017 12:57 PM
To: Barbara J. Saint Andre
Cc: Michael Boynton; Stephanie Mercandetti; Bridget Graziano; David Damico; Andy Rodenhiser
Subject: RE: Pine ridge, LLC - Medway, Massachusetts
Importance: High

Barbara,

The PEDB is going ahead with an executive session on this matter for Tuesday night at 6:30 pm. Michael will attend.

We are interested in your feedback on the proposal (see below) included in Bill Sack's email about the mechanics of funding the purchase of the fire vehicle. Are you OK with the Town receiving some of the bond money for the truck even though the truck is not referenced anywhere in the decision or on the plan? What timing would be appropriate for their payment to the Town?

Response: Assuming that there is an agreement to go forward, in my opinion, the applicant should file an application to modify the subdivision approval, including eliminating the emergency access and instead agreeing to fund the fire utility vehicle. As such, it would be part of the conditions of the subdivision approval. The condition would state when the payment is to be made (short time frame, I believe the town suggested 15 days).

Regarding the purchase of the Fire Vehicle, if his proposal as set forth below is accepted, Mr. Claffey has agreed to issue a check to The Town of Medway in the amount of \$19,764.03, to be combined with

\$28,235.97 to be released from the Bond for the acquisition of the vehicle, leaving \$43,500 (after payments to Vin Boczanowski and McClure for prior work) to complete the rest of the work set forth in the proposal below.

Also in terms of timing, I am not comfortable with us refunding bond money for them to pay the McClure (\$1550) and Boczanowski work (\$5,782) invoices before the work planned by Lorusso (\$14,975) and Boczanowski (\$17,200) is completed and accepted by DPS. What do you think?

Response: The surety is to guarantee the completion of ways and installation of services, and as such should be based upon the cost to complete any work that is not completed. Since the amount currently held as surety is not sufficient to cover the remaining work, under the statute the PEDB is not required to release any of the surety for work that is already completed.

We continue to be very troubled about their unwillingness to complete any sidewalk work in Candlewood. I reviewed again the Candlewood improvements sheet in the Pine Ridge OSRD plan; it actually indicates a total of 701 linear feet of sidewalk that they were supposed to replace, not 276 linear feet as I had mistakenly indicated in the table we reviewed yesterday. Michael has had two conversations with Bill Sack this morning and John Claffey has agreed to \$5,000 toward sidewalks. Not sure if that is money we would retain or work they would do.

Is there anyone at KP Law we can work with on this matter on Monday and Tuesday in your absence?

Response: Amy Kwesell has agreed to assist; she is copied on this email.

Susy

Susan E. Affleck-Childs
Planning and Economic Development Coordinator

Town of Medway
155 Village Street
Medway, MA 02053
508-533-3291
sachilds@townofmedway.org

Town of Medway – *A Massachusetts Green Community*

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