

**MEMO**

February 11, 2022

Town of Lynnfield MA  
Planning Board  
Attn: Emilie Cademartori  
55 Summer Street  
Lynnfield, MA 01940

**Re: Sagamore Place Request for extension of Time to Complete Subdivision**

Dear Ms. Cademartori,

We are writing today in follow up of the January 26, 2022 planning board meeting for which a temporary extension has been granted to the February 16, 2022 Planning Board meeting.

**\*\*\*\* TOWN OF LYNNFIELD SUBDIVISION REQUIREMENTS \*\*\*\***

Pursuant to § 375-6.13, please find below the following:

§375-6.13 (A) – Hannah View Estates LLC (HVE) formally requests by means of this writing, an extension of time to complete the subdivision known as Sagamore Place, with fees paid on or around January 25<sup>th</sup>, 2022 and signed below.

§375-6.13 (B) – HVE does hereby affirm that the subdivision plan and construction complies with the Planning Board rules and regulations in effect.

§375-6.13 (C) – HVE does hereby affirm that the development is in compliance with the provisions §375-6.10 and 375-6.11.

1. §375-6.10 – Health & Safety

- a. §375-6.10 A (1) - As HVE has done to date, it will continue to manage and mitigate the tracking of soils onto public ways and will respond immediately to the DPW if they reach out.

- b. §375-6.10 A (2) - At this point in construction, there is little to no standing water issues. HVE will continue to work in such direction that mitigates any standing water issues and will continue “Best Practice Methods.”
  - c. §375-6.10 A (3) - Construction tools and equipment that are the responsibility of HVE and its subcontractors will remain secured and managed in such a way as not to cause harm to persons or property.
  - d. §375-6.10 A (4) – HVE will continue to allow for and provide safe travel to the residents and emergency vehicles during the construction completion process.
  - e. §375-6.10 A (5) – HVE under an agreement dated December 8, 2021 has contracted to a snow removal contractor (Exhibit A). HVE has provided the snow plow contractor’s 24 hour number to the Town on December 8, 2021.
  - f. §375-6.10 A (6) – HVE under an agreement dated December 8, 2021 has contracted to a trash removal service (Exhibit B).
  - g. §375-6.10 A (7) – HVE in November of 2021 secured the services of Costas Hatzis Electric Inc. for the installation of the temporary and permanent street lighting package. In November, Costas Hatzis Electrical and DCC started the underground conduit work for the site lighting. As HVE has made the town aware, there has been delays in the supply chain obtaining the town specified lighting.
2. §375-6.11 – HVE installed the street sign on or around August 8, 2021.

§375-6.13 (D) – HVE has under contract for the roadway construction work Deloury Construction Co., Inc. (DCC). Exhibit C is DCC’s scope of work, schedule of values and percentage of work remaining. A good faith estimate on the as-built drawings, bounds and Town Meeting Warrant Plans has been quoted at \$10,000.00. The DCC remaining work to be completed and the Engineering quote is approximately \$67,500 - \$70,000 completion cost. HVE has also provided Exhibit D “SAGAMORE PLACE COMPLETION SCHEDULE” which identifies milestone dates.

§375-6.13 (E) – HVE hopes the board finds that HVE has been and is in compliance with the Planning Board rules and regulations. To date, HVE is unaware of any deficiencies nor has HVE

received any non-compliance correspondence from the town. HVE has been and is fully committed to the successful completion of this project.

§375-6.13 (F) – Currently, HVE has provided to the town surety in the amount of \$167,372. At the January 26, 2022 Planning Board meeting, it was discussed that the town’s estimate of the remaining work was in the range of \$70,000 - \$80,000. HVE’s good faith completion estimate is approximately \$67,500 – \$70,000. Since the town’s estimate and HVE’s estimate are similar and reasonable, HVE is respectfully requesting a surety/bond reduction to \$80,000 or respectfully request the board’s discussion to a mutually agreeable surety amount.

As per §375-6.13 Application for extension of time to complete subdivision, HVE hopes you find that it is in compliance and remains so, with the six requirements of the time extension regulation.

**\*\*\*\* SUBDIVISION CONSTRUCTION COMMENTS MADE AT JANUARY 26, 2022  
PLANNING BOARD MEETING \*\*\*\***

In an effort to address public concerns and comments that were made at the January 26, 2022 Planning Board meeting, that assume improper construction related to the Sagamore Place subdivision roadway construction, HVE would like to address the following points as matter of confidence:

1. Comments concerning the proper function of the infiltration basin system; water in the detention ponds for more than 72 hours
  - a. As the town can attest and was part of, the sediment forebay and infiltration basin went through several redesigns due to the discovered water table elevation.
  - b. The current, in place design, for the infiltration basin was agreed upon between the design engineer, the town engineer and the town’s third-party engineer as the best possible design for the discovered conditions; To date, the basin system has performed as designed and anticipated.
  - c. There clearly is a lack of understanding on the operational mechanics of the sediment forebay and infiltration basin.
    - i. The sediment forebay will hold water to a certain elevation before it flows into the infiltration basin.
    - ii. Water is retained to allow sediment to settle before the water moves into the infiltration basin.

- iii. By design, water will be present in the sediment forebay until it evaporates or infiltrates into the ground, however its primary design intent is not as an infiltration basin.

2. Property Flooding at a driveway entrance

- a. The driveway of this property was changed from the original design and situated at two existing catch basins in the subdivision roadway.
- b. As a result of the driveway change, HVE was concerned about having a driveway entrance at the low point of a roadway and elected to modify the existing catch basin to a double catch basin frame and grate to increase the rate at which the water would flow into the catch basin.
- c. HVE was anticipating placing the final pavement in the fall of 2021, therefore the catch basin frames and grates were set to final elevations. As the town can attest, this is standard construction practice prior to final paving on an active construction site.
- d. At the time of the “flooding”, the catch basin frame and grates were higher than the pavement and had silt sacks installed in them as a BPM. Any rain during this period would have to rise to flow into the catch basin frame and grate.
- e. HVE, at the request of a couple of property owners, canceled the finish paving for 2021. HVE then lowered the raised catch basin where the “flooding was occurring” and after town approval, removed the silt sack to allow the catch basin to fully operate.
- f. Since this time, no “flooding” has occurred.

3. Drainage not constructed correctly and catch basins needed to be added

- a. There have been no additional drainage structures added. The drainage currently install is per the plans and has been in place since late fall of 2019.
- b. This comment is related to HVE’s decision to remove the design drawing single catch basin frame and grate, and to replace it with a double frame and grate to increase water flow because a driveway was moved to a roadway catch basin location

4. Question if HVE even has contracts in place to complete the work.

- a. HVE has a contract with DCC.
- b. DCC has had in place all the required subcontractors
  - i. Paving contractor is under agreement.
  - ii. Curbing contractor is under agreement.

- iii. Site lighting contractor is under agreement.
  - iv. DCC has service agreements with several street sweepers.
  - v. DCC has service agreements with catch basin cleaning companies.
  - vi. DCC has service agreements with several landscaping companies.
  - c. DCC will be self-performing the majority of the work.
5. Question that an HOA existed, exists and/or knowledge of
- a. An HOA was created on December 22, 2010, and recorded on August 21, 2012 being document #533650 (Exhibit E)
  - b. The HOA was amended on March 2, 2021 and recorded on March 4, 2021 being documents #622519 (Exhibit F)
  - c. All buyers, through their title attorney, found the HOA in their title examination and required a 6d certificate
  - d. No initial fee has been collected as Hannah's View Estates is the responsible party until such time the subdivision is accepted by the town

**\*\*\*\* CONSTRUCTION COMPLETION NARRATIVE \*\*\*\***

Based upon the remaining work for the completion of the subdivision, HVE has provided a narrative of the completion construction process below:

1. "Post Winter Shut Down Pre-Construction Kick Off Meeting"
  - a. A meeting with HVE, DCC and town
  - b. Evaluate the results of the winter and address any concerns from the winter
  - c. Review and discuss the work items identified from the 12/7/2021 meeting with the town
  - d. Prior to this meeting, DCC will perform a survey of the cul-de-sac and have a summary available at the meeting to discuss potential ways to improve sheet flow
  - e. Agree upon a start date for work (currently scheduled for 4/18/22, weather dependent).
  - f. Modify, update and/or revise the existing schedule as needed and discussed with the town
  - g. Recap milestones and identify means of communicating milestone completion (example – simple emailed progress photos)

2. As currently scheduled, DCC created a construction process in which “heavy lifting” and soil handling early on
3. Once the “heavy lifting” and the majority of the soil disturbance is complete, the schedule heads into cleaning of the catch basins and restoration of the sedimentation basin. At this point the remaining work should present little to no issue for the drainage and pond systems.
4. It’s at this point HVE envisions a site walk, with the town, to observe the site and “green light” final paving.
5. Once “green lighted”, DCC will sweep and to final pave the road.
6. At this point the subdivision is constructed.
7. Engineering as-builts will be completed and submitted.

HVE believes it is in compliance with and meet the requirements of §375-6.13 Application for extension of time to complete subdivision. HVE has addressed non-subdivision ANR lot stormwater by law concerns. HVE has addressed comments from the January 26, 2022 Planning Board meeting specific to the subdivision construction. And HVE has provided a completion narrative to inform the town on the construction plan resuming this spring. We hope the board has found the above information helpful and promoting of continued confidence as HVE completes this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Deloury', with a large, sweeping flourish above the name.

David E. Deloury

Manager

Hannah View Estates

# **EXHIBIT A**

RLD LANDSCAPING  
 P.O BOX 57  
 Lynn MA 01905



Tel. (978) 601 0079

www.rldlandscaping.com  
 rldlandscapingp@gmail.com

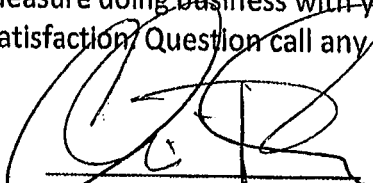
DATE	INVOICE #
11/15/2021	

Garry  
 1466 Main Street  
 Lynnfield MA 01905

TERMS	DUE DATE
Net.	//

seasonal snow Removal contract	QTY	PRICE	AMOUNT
<p>November to march seasonal snow removal            Street snow removal from main Street to the circle area            included salt application</p> <p>contractor will provide the service on an -needed basis when            the snow start first one inches fresh snow during the storm            months of November 2021 December 2021            January 2022 February 2022 March 2022            April 2022 up to 60 inches any events outside            of the contract would be billed by time and materials per            event every time 1 to 4 inches \$200.00 1 to 8 inches \$400.00            and if there is no storm, adding salt only when its frozen I will            charge \$200.00 for trip to get salt, cost, delivery, and labor            no hauling snow if hauling snow is needed will be subject            additional charges for labor and dump fee</p> <p>payment must be done in 5 equal installment \$760.00            November 22 December 22 January 22 February 22 March 22            first payment when signed</p>			\$3,800.00
		total	\$3,800.00

Thank you for giving us the opportunity to bid for your business .As, Always, it s a  
 Pleasure doing business with you we look forward to completing this job to your  
 Satisfaction/ Question call any time

  
 Customer signature

  
 contractor signature

11-19-2021  
 Date





# **EXHIBIT B**

Acct# \_\_\_\_\_

**SERVICE AGREEMENT**  
**Dumpsters R US**  
58 Lowell Street, Andover, MA 01810  
(978) 409-2111



Effective Date: 12/8/2021

<u>Customer Service Location</u>	
Name:	Hannah View Estates LLC
Address 1:	1466 Main St
Address 2:	
City:	Lynnfield State: MA
Zip:	01940 Phone: 978-618-0679
Contact:	
Email:	
Fax:	

<u>Customer Billing Information</u>	
Name:	Hannah View Estates LLC
Address 1:	100 Burrtt Rd
Address 2:	
City:	Andover State: MA
Zip:	01810 Phone:
Contact:	
Email:	
PO:	

	Quantity	Size	Frequency	Material	Locks	Wheels
A		14yd	EOW	Trash		

One Time Charges:	
Delivery	\$ 50.00
Extra Tip	\$ 77.25
Pickup	

	OPM	EOW	Weekly
Monthly Tip Rate	\$ -	\$ 154.50	\$ -
Miscellaneous			

Monthly Rental*		\$ 23.00
Monthly Total		\$ 177.50

\*Tax On Monthly Rental Price (Not Included)

Special Instructions:

*Del 12/8 Bi-WEEKLY P/O ON AS  
FIRST TIP 12/23 NEEDED*

**THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT THEY/THEM HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE REVERSE SIDE, AND HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.**

CUSTOMER: HANNAH VIEW ESTATES

Dumpsters R US

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

*GM*  
12/7/2021

*veikko Huuskonen*  
GM  
12/6/21

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## TERMS AND CONDITIONS OF SERVICE AGREEMENT

1. **TERM.** The term of this Agreement shall be for thirty-six (36) months from the effective date of service and shall be automatically renewed for thirty-six (36) months thereafter unless either party shall give written notice of termination (Certified Mail) to the other party at least sixty (60) days but not more than one hundred eighty (180) days prior to the termination of the initial term or any renewal term.
  2. **SERVICE RENDERED.** Customer grants to the undersigned Dumpsters R Us, Inc. (DRU) the exclusive right to collect and dispose of Customer's Waste Materials (which include recyclable materials) and agrees to make the payments as provided for herein and DRU agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement.
  3. **CHARGES AND PAYMENT.** Customer shall pay Contractor on a monthly basis for the collection and disposal service provided by Contractor (including all charges for equipment maintenance) in accordance with the schedule of charges shown on the reverse side of this Agreement. Payment shall be made by the customer within ten (10) days after receipt of an invoice from Contractor. Contractor may impose, and Customer agrees to pay, a late fee and interest for all past due payments not to exceed the maximum rate allowed by applicable law. In the event that any payment is not made when due, Contractor may, at its sole option, terminate the Agreement on notice to the Customer and recover all past due payments, recover any equipment on the premises of the Customer and to recover liquidated damages from Customer as set forth below.
  4. **RATE ADJUSTMENTS.** Because disposal and fuel costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the rates hereunder proportionally to adjust for any increase in such costs or any increases in transportation costs due to the changes in the Consumer Price Index, and Customer agrees that Contractor may also proportionally pass through to Customer increases in the average weight per container yard of the Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Customer's operations or the services provided hereunder, and increases in taxes, fees or other government charges assessed against or passed through to Contractor (other than income or real property taxes), and shall not be withheld by Customer. Contractor may only increase rates for reasons other than set forth above with the consent of the Customer. Such consent may be evidenced verbally, in writing or by the actions and practices of the parties.
  5. **CHANGES.** Changes in the Schedule of Charges, frequency of collection service, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of parties.
  6. **WASTE MATERIAL.** Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Conditions shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
  7. **DRIVEWAYS AND PARKING AREA.** Customer warrants that any right of way provided to Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all the Contractor's equipment and vehicles reasonable required to perform the services herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface or any route reasonably necessary to perform the services herein contracted and Customer assumes all liabilities to damage to pavement and road services.
  8. **EQUIPMENT**
    - A - **Responsibility** - The equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at the Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer agrees not to overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of customer's use, operation or possession of the equipment.
    - B - **Access** - Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.
    - C - **Definition.** The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste materials including stationary compaction units, stationary bailing units, waste material loading devices, tanks, takers and such other on-site devices as may be specified on the face of this Agreement.
  9. **LIQUIDATED DAMAGES.** If Customer defaults or attempts to cancel Contractor's services or this Agreement, Customer agrees that the Contractor's actual damages would be difficult, if not impossible, to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums and, in addition, shall pay as liquidated and not as a penalty an amount equal to 30% of the product of the last monthly charge at the time of default or cancellation multiplied by the number of months then remaining in the current term of the agreement, plus all attorney's fees Contractor needs to enforce its rights against Customer for cancellation of said contractor.
  10. **ATTORNEY'S FEES.** In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce the Agreement. In the event Customer fails to pay Contractor all amounts which become due under this Agreement, or fails to perform its obligations hereunder, the Contractor refers such matter to an attorney. Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorney's fees.
  11. **ASSIGNMENT AND BENEFIT.** This agreement shall not be affected by any changes in the Customer's service address if such new address is located within the Contractor's service area. This Agreement shall be binding on the parties and their successors and assigns.
  12. **EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform or delay in the performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or government orders, inability to get to container, fires and acts of God and such failure shall not be a Default under this Agreement.
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# **EXHIBIT C**

**APPLICATION FOR PAYMENT**



**OWNER:** Hannah View Estates  
Lynnfield, MA

**PROJECT:** Lynnfield ANR - Janet Way

Lynnfield, MA

**APPLICATION NUMBER:** 6  
**PERIOD TO:** 10/31/2021

**DISTRIBUTION:**  
CONTRACTOR ▶  
ARCHITECT ▶  
File ▶

**PROJECT NUMBER:** 19.022.00

**CONTRACTOR:** Deloury Construction  
100 Burrill Road  
Andover, MA 01810

**ARCHITECT:**

**CONTRACT WORK:** Basic Site Materials and Methods

**WORK CATEGORY NO:** 2050

**APPLICATION FOR PAYMENT - SUMMARY**

Refer to continuation sheets attached for detailed breakdown.

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Chris Ryder **DATE:**

State: \_\_\_\_\_ Country: \_\_\_\_\_

Subscribed & sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public Name: \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

**ARCHITECT'S CERTIFICATION:**

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

**AMOUNT CERTIFIED:** \_\_\_\_\_ Provide explanation below or attached if amount certified does not match this application amount.

Initial all figures & markups to agree with certified amount.

**ARCHITECT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The Amount Certified is payable to the contractor listed above.

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	107,635.64	-
Changes From This Application:	15,000.00	-
<b>Total:</b>	<b>122,635.64</b>	<b>-</b>
<b>Net Changes:</b>	<b>122,635.64</b>	

**9. BALANCE TO FINISH INCLUDING RETAINAGE:** 80,270.17

**7. LESS PREVIOUS APPLICATIONS:** 391,571.25

**8. CURRENT PAYMENT DUE:** -

**6. TOTAL COMPLETED LESS RETAINAGE:** 391,571.25

**4. TOTAL COMPLETED AND STORED TO DATE:** 412,180.26

**5. RETAINAGE:** 20,609.01

a. 5.0 % of Completed Work

b. 5.0 % of Stored Material

Total Retainage: 20,609.01

**1. ORIGINAL CONTRACT AMOUNT:** 349,205.78

**2. NET CHANGES TO CONTRACT:** 122,635.64

**3. TOTAL CONTRACT AMOUNT:** 471,841.42

## PAYMENT APPLICATION DETAIL

FROM: Deloury Construction  
 WORK: 2050 - Basic Site Materials and Methods

PROJECT: Lynnfield ANR - Janet Way  
 No: 19.022.00

APPLICATION NO: 6
FOR PERIOD ENDING: 10/31/2021

WORK CATEGORY			COMPLETED WORK				BALANCE TO FINISH		RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.	Total Value	% L-G/C	H-C-G	Value (5.0%)
A	B	C	D=Prev.(D+E)	E	F	G=D+E+F	L-G/C	H-C-G	I

► **BASE CONTRACT SECTION**

Mobilization		10,159.83	10,159.83	-	-	10,159.83	100%	-	508
Erosion Control		6,433.00	6,433.00	-	-	6,433.00	100%	-	322
Construction Entrance		2,530.50	2,530.50	-	-	2,530.50	100%	-	127
Remove and Stockpile Loam		9,579.00	9,579.00	-	-	9,579.00	100%	-	479
Site Cuts		11,451.50	11,451.50	-	-	11,451.50	100%	-	573
Site Fills To SG		53,642.60	53,642.60	-	-	53,642.60	100%	-	2,682
Site Gravels - For Paved Area		19,431.04	19,431.04	-	-	19,431.04	100%	-	972
Asphalt Sidewalks		17,249.94	17,249.94	-	-	17,249.94	100%	-	862
Pavement		38,972.48	23,383.49	-	-	23,383.49	60%	15,588.99	1,169
Slope Granite Curb		1,899.80	1,899.80	-	-	1,899.80	100%	-	95
Asphalt Berm		5,793.84	-	-	-	-	0%	5,793.84	-
Fine Grade for Loam		5,554.35	4,998.92	-	-	4,998.92	90%	555.43	250
Screen Loam		8,845.20	8,845.20	-	-	8,845.20	100%	-	442
Place Loam		11,744.46	10,570.01	-	-	10,570.01	90%	1,174.45	529
Drainage		54,912.20	54,912.20	-	-	54,912.20	100%	-	2,746
Drain Manholes		19,284.84	19,284.84	-	-	19,284.84	100%	-	964
Catch Basin		15,511.90	15,511.90	-	-	15,511.90	100%	-	776
Excavate and Backfill Electric Trench		9,756.00	9,756.00	-	-	9,756.00	100%	-	488
Field Engineering		15,484.50	13,936.05	-	-	13,936.05	90%	1,548.45	697
Existing House Demo		30,968.80	30,968.80	-	-	30,968.80	100%	-	1,548

► **February Added Work**

Pond Expansion		24,728.00	24,728.00	-	-	24,728.00	100%	-	1,236
2020 Upgrade to the Ponds (Engineer Order)		9,652.00	9,652.00	-	-	9,652.00	100%	-	483
Electric Infrastructure		25,142.00	25,142.00	-	-	25,142.00	100%	-	1,257
Snow Removal		1,172.18	1,172.18	-	-	1,172.18	100%	-	59

WORK CATEGORY		COMPLETED WORK						BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App. Work In Place	Stored Mat.	Total Value	%	H=C-G	Value (5.0%)
A	B	C	D=Prev. (D+B)	E	F	G=D+E+F	L=G/G		I
▶ April Added Work									
	Pond Repairs	17,633.09	17,633.09	-	-	17,633.09	100%	-	882
▶ July Added Work									
	Erosion Control Repairs	9,308.37	9,308.37	-	-	9,308.37	100%	-	465
▶ Final Paving									
	Final Paving Road And Sidewalk	20,000.00	-	-	-	-	0%	20,000.00	-
▶ Added Work October 2021									
	Street Lights	15,000.00	-	-	-	-	0%	15,000.00	-
Total Base Contract Work:		349,205.78	324,544.62	-	-	324,544.62	93%	24,661.16	16,227
Total Extra Work:		122,635.64	87,635.64	-	-	87,635.64	71%	35,000.00	4,382
GRAND TOTAL:		471,841.42	412,180.26	-	-	412,180.26	87%	59,661.16	20,609

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# **EXHIBIT D**



DEFCOURT INDUSTRIES

SAGAMORE PLACE COMPLETION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	23, '22	Jan 30, '22	Feb 6, '22	Feb 13, '22	Feb 20, '22	Feb 27, '22	Mar 6, '22	Mar 13, '22	Mar 20, '22	Mar 27, '22	Apr 3, '22	Apr 10, '22	Apr 17, '22	Apr 24, '22	May 1, '22	May 8, '22	
1	Task	Hannah View - Sagamore Completion Schedule	19 days	Mon 4/18/22	Thu 5/12/22																	
2	Task	Furnish and install site lighting	5 days	Mon 4/18/22	Fri 4/22/22																	
3	Task	Tree Plantings	3 days	Mon 4/25/22	Wed 4/27/22																	
4	Task	Loam shoulders	3 days	Thu 4/28/22	Mon 5/2/22																	
5	Task	Drainage Cleaning, Restoration & remove ECB	5 days	Tue 5/3/22	Mon 5/9/22																	
6	Task	General site clean up, sweeping	2 days	Tue 5/10/22	Wed 5/11/22																	
7	Task	Final Paving	1 day	Thu 5/12/22	Thu 5/12/22																	

Project: Sagamore completion 5  
Date: Fri 2/11/22

Task Split Milestones

Summary Project Summary Inactive Task

Inactive Milestone Inactive Summary Manual Task

Duration-only Manual Summary Rollup Manual Summary

Start-only External Tasks

External Milestone Deadline Progress

Manual Progress

# **EXHIBIT E**



533650 (79963) Btch:302761  
 Southern Essex District Registry  
 8/21/2012 03:36 PM COVNT Pg: 1/8

LAND COURT, BOSTON. The Land  
 herein described will be shown on  
 our approved plan to follow as  
*Referred To*

AUG 21 2012  
 Plan 25736 E Lot 11  
 Plan 25736 F Lot 14  
 (EXAMINED AS DESCRIPTION ONLY)  
 T.C. PONTBRIAND  
 ACTING CHIEF ENGINEER

(T16)

**JANET WAY HOMEOWNERS ASSOCIATION TRUST  
 DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS that **John Boghos** of 5 Roosevelt Road, Wakefield, Massachusetts 01880, (hereinafter referred to as the "Trustee" or "Declarant"), owner of a certain parcel of land located at 1480 Main Street, Lynnfield, Essex County, Massachusetts, which land is shown on the Plan referenced below, and the title to which land stands in Certificate of Title No. 79963, filed in the Essex South District Land Registration Office in Book 442, in full consideration of the promises and the covenants hereinafter set forth declares as follows:

I. Statement of Purposes

It is the intent of the Trustee to provide for the continued maintenance of that portion of the Subdivision Drainage System being the surface water runoff detention and recharge basin located on Lot 14 as shown on said Plan (hereinafter collectively referred to as "Drainage System") in order to adequately ensure proper drainage of the Property and protect adjacent resource areas for the benefit of the Owners and the Lynnfield Planning Board, as required by the Final Action of the Lynnfield Planning Board recorded herewith.

II. Certain Definitions

The following words when used in this Declaration shall have the following meanings:

- a. "Association" shall mean the Trustee of the Janet Way Homeowners' Association Trust.
- b. "Common Expenses" shall mean all expenses incurred by the Association relating to that portion of the Drainage System located on Lot 14 including, without limitation, all maintenance costs, repair costs, insurance premiums and deductibles, attorney's fees, accountant's fees, taxes, assessments, interest and the cost of labor, equipment and materials and the management and supervision thereof, together with provision for a reserve for capital improvements.
- c. "Declaration" shall mean this Declaration of Protective Covenants.
- d. "Drainage System" shall mean the surface water runoff detention and recharge basin which is a portion of the subdivision drainage system providing drainage on the Property, located on Lot 14 more particularly shown on the Plan as "Slope and Drain Easement and Drainage Easement where applicable".
- e. "Initial Contribution" shall mean that payment made by the Declarant Trustee or first owners, as provided in Section III i. below.

- f. "Lot or Parcel" shall mean those portions of Lots 11 and 14 shown on the Plan, as referenced below, but excluding from this Homeowner's Association, Lot 15 and Lot 16 as shown on an Approval Not Required Plan filed herewith entitled "Plan of Land #1466 & #1480 Main Street, Lynnfield, Mass.", by Hayes Engineering, Inc., dated May 25, 2010 (the ANR Plan), which Lots are expressly excluded from this Homeowner's Association Trust and all requirements and obligations hereunder (hereinafter the "Excluded Lots").
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property including the Declarants, and such Owner's successors, assigns and grantees, but shall not refer to a holder of a mortgage secured by any Lot unless such mortgagee has acquired title pursuant to foreclosure or a proceeding in lieu of foreclosure. Each Lot shall be entitled to one vote concerning all Association matters.
- h. "Plan" shall mean that certain plan entitled "Plan of Land in Lynnfield Mass.", dated December 18, 2007, by Hayes Engineering Inc., Wakefield, Massachusetts, to be filed in the Land Court.
- i. "Planning Board" shall mean the duly elected members of the Town of Lynnfield, Massachusetts Planning Board.
- j. "Property" shall mean the land described on the Plan, which includes the property located at 1480 Main Street, Lynnfield, Massachusetts 01940, except those portions of Lots 11 and 14 that comprise Lots 15 and 16 on the ANR Plan.
- k. "Registry of Deeds" shall mean the Essex (South) District Registry of Deeds.
- l. "Town" shall mean the Town of Lynnfield, Massachusetts.

### III. Protective Covenants

- a. Applicability. This Declaration and these covenants shall be binding on the Declarant, his successors in interest and assigns, including all Owners. The covenants imposed herein shall run in perpetuity with the Property, shall operate as restrictions upon the Property and shall be for the mutual benefit of the Property Owners and the Town. Notwithstanding the foregoing, the Excluded Lots, shall have no obligation nor be burdened by the requirement to pay any assessment under this Homeowner's Association Trust, it being the intention that only Lots 11 and 14 as shown on the ANR Plan, shall bear the expense of maintaining the drainage system and all other assessments provided for herein. A duly executed original hereof shall be recorded with the Plan. Any amendment of this provision shall require written Planning Board approval, and shall not be effective until a certified copy thereof is recorded in said Registry.
- b. The Association. Prior to conveyance of any Lots, the Trustee does, by the execution hereof, create the Association, the holders of the beneficial interest in which shall be the Owners. Each Owner shall have a beneficial interest in the Association equal to a fraction the numerator of which is one and the

denominator of which equals the number of Lots comprising the Property. Each Owner shall have one vote in the Association and, unless otherwise provided, the Association shall act on the majority vote of the Owners. If and when the initial Trustee hereunder resigns, dies or fails to so serve or at such time as it no longer owns any Lot in the Subdivision, the Owners of all the Lots shall, by majority vote, elect one or more Trustees who shall assume the responsibility of the Trustee hereunder. Thereafter the Owners shall annually elect said Trustee to so serve. A duly acknowledged appointment of Trustee, accepted by the Trustee so named and recorded in said Deeds, shall be conclusive proof of the identity of the persons entitled to act hereunder until a subsequent appointment and acceptance is so recorded. The Association shall promptly notify the Town, in writing, of all changes in the identity of the Trustee, and the Town shall be entitled at all times to deal with the Association through the Trustee identified herein or, if applicable, most recently so identified to the Town.

- c. Maintenance of the Drainage System. The Association shall be responsible for all necessary maintenance, repairs and replacement of the Drainage System, including, without limitation, cleaning, clearing, cutting and removing vegetation from the Drainage System at such frequency as is necessary to ensure its continued effective functioning, as determined from time to time by the Town, exclusive of such maintenance, repairs and replacement of any portion of the Drainage System which now or hereafter is the responsibility of the Town. In the event that the Association fails to perform such obligations, upon thirty days prior written notice sent to the Trustee by Certified Mail, Return Receipt Requested (except emergency situations deemed such by the Town, which shall require no notice), the Town shall have the right, but shall not be required, to perform such obligations. The Association shall reimburse the Town within thirty (30) days of the date of completion of such repairs for all costs which the Town incurs in performing such obligations. Prior to conveying out the several lots by recorded deeds, the Declarants shall be responsible for performing such obligations. **Incorporated herein by reference is the "Operation and Maintenance Plan" for that portion of the surface water runoff systems for which the Owner, Developer and future owners are responsible. By acceptance of a deed for either Lot 11 or Lot 14 any and all subsequent owners assume the responsibility to comply with said Operation and Maintenance Plan including the necessary inspections and reports to the Town of Lynnfield D.P.W.**

- d. Insurance. The Association shall obtain and maintain, to the extent attainable and permitted by applicable law: (I) a multi-peril type insurance policy including casualty and extended coverage covering all perils normally covered by the standard coverage endorsement insuring those portions of the Drainage System; (ii) worker's compensation insurance if the Association shall have any employee or employees; (iii) comprehensive general liability insurance covering the Drainage system and all portions of the Property used by the Association to perform its obligations pursuant to subsection c. above in such amounts and with such coverages as the Association shall from time to time reasonably determine with a combined single limit for personal injury, death and property damage of not less than one million (\$1,000,000.00) dollars, but at least covering each Trustee of the Association, the managing agent or the manager, if any, and each Owner and with a cross liability endorsement to cover liabilities of the

Association to an Owner and a severability of interest provision precluding the insurer's denial of an Owner's claim because of negligent acts by the Association or other Owners; (iv) defalcation, theft and misappropriation insurance covering the Association and all other persons handling or responsible for funds administered by the Association whether or not they receive compensation for their services; and (v) such other insurance as the Association may determine.

- e. Assessments and Lien for Non-Payment. The Declarant hereby covenants for each Lot owned by it, and each Owner of any Lot by acceptance of a Deed therefor, which shall only apply to Lots 11 and 14 as shown on the ANR Plan, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant to pay to the Association his/her pro rata share of all Common Expenses. Each Owner's pro rata share of Common Expenses shall correspond to such Owner's interest in the Association. At least thirty (30) days prior to the commencement of each fiscal year of the Association, the Association shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provisions for contingencies and reserves and, after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Association shall promptly furnish copies of each budget upon which such assessment is based to all Owners and render statements to the Owners for their respective shares of such assessment. Each Owner shall pay his/her pro rata share of the Common Expenses or any special assessment required by the Association for capital purposes, within thirty (30) days of receipt of a statement therefor. In the event that at any time and from time to time the Association shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or to be incurred including, but not limited to, provisions for proper reserve funds, the Association shall make a special assessment or assessments and render statements therefor in the manner aforesaid and such statements shall be payable and take effect as set forth in such statements. In addition, the Association shall, to the extent necessary, set aside common funds to create reserves for the purpose of capital improvements to the Drainage System. **The annual and special assessments, with interest thereon, if not paid when due, at a rate equal to 1 1/2% per month, together with all expenses, including reasonable attorney's fees, incurred by the Association in any proceeding brought to collect such assessments, shall constitute a continuing lien against the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the personal obligation of the person(s) who was the record Owner of such Lot at the time when the assessment was made.**

- f. Certificate of Lien. The Association shall, upon demand, at any time furnish to any Owner, a certificate in form recordable in the Registry of Deeds, setting forth the amount and due date of any outstanding assessments and whether the same have been paid. Such certificate may be signed by a Trustee or any officer designated by the Association, and the signature of such Trustee or officer shall be conclusive of his/her authority, and shall be conclusive evidence of payment of any assessment therein stated to have been paid and to the extent disputed by such Owner, of the amount of any assessment therein stated to be unpaid.

- Effect of Non-Payment of Assessment. If any assessment is not paid when due, determined as aforesaid, and in accordance with the Declaration of Trust of the Association, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot with respect to which the assessment was levied which shall bind such Lot of the then Owner and the Owner and his or her heirs, devisees, personal representatives, successors, assigns and grantees. Such assessment shall also be the personal obligation of the Owner and his or her heirs, devisees, personal representatives, successors, assigns and grantees. If the assessment is not paid within ninety (90) days after the date upon which the same may be payable, the Association may bring an action at law against the Owner liable therefor and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court, together with the cost of the action. Once a judgment is obtained, the Association may, among the other remedies available to it, also proceed to foreclose the lien on the Lot through the same procedure utilized to foreclose condominium common charge liens.
- g.
- Easements. The Association shall have the benefit of an easement to use, to the extent necessary, those portions of Lot 14 as are designated "20' wide Drainage Easement" and "Drainage Easement" for purposes of access to and egress from the Drainage System and inspection, maintenance, repair, alteration and replacement of the Drainage System. However, the Association shall be liable to the respective Owners of Lot 14 for any damage to said Lot(s) or any improvements thereto or thereon, which shall be promptly reimbursed to said Owner, once said Owner has provided a good faith estimate of the cost to repair said damage caused by the Association or its duly authorized agents or contractors, said estimate to be prepared by a disinterested professional qualified to make the same. The easement hereby granted to the Association is also hereby granted to the Town for the purpose of exercising, and to the extent reasonably necessary to exercise, its rights under Section III.c. above, provided however that any liability incurred by the Town to the Owners of Lot 14 on account of damage to the said Lot(s) or to any improvements thereto or thereon shall be the obligation of the Association, unless such liability arises from intentional wrongdoing by personnel of the Town.
- h.
- Initial Contribution. Upon execution of this Declaration, the Declarant shall establish an account to hold funds to be used by the Association and/or the Trustee to satisfy the duties and obligations imposed by this Agreement. At the time said account is established, or upon the conveyance of each Lot, whichever is later, the Declarants or new Owner shall deposit \$1,000.00 into the account for each Lot shown on the Plan (the total of such payments to be referred as the "Initial Contribution"). The Initial Contribution shall be used only for maintenance, capital improvements to the Drainage System and insurance costs, provided, however, that any interest accruing on the Initial Contribution
- i.



following its deposit by the Declarants may be used to fund any Common Expense. The Initial Contribution may be used in place of or in conjunction with any other monies available to the Association to fund maintenance, capital improvements to the Drainage System and insurance costs, and may be commingled with other monies held by or for the benefit of the Association, including, but not limited to, any assessments paid by Lot owners, it being expressly understood that any such commingling shall not affect in any way the foregoing limitation on the use of the Initial Contribution.

#### IV. General

- a. Counterparts. This Declaration may be executed in any number of counterparts, each of which, when recorded in the Registry of Deeds, shall be an original instrument, and all counterparts shall constitute one and the same instrument.
- b. Enforcement. The provisions hereof may be enforced by the Trustee, by its successors and assigns in interest, by the Owners from time to time of any Lot shown on the Plan, and by the Town through a civil action in any court of competent jurisdiction. In the event the Town must initiate any civil action to enforce the provisions of this Declaration, the Town shall have the right to reimbursement of all costs and attorney's fees incurred in said action. The obligations owed by the Association to the Town, under § III.c and otherwise hereunder, shall be the joint and several obligation of each and all of the Owners personally and of their respective heirs, devisees, personal representatives, successors, assigns and grantees. Any amendment of this provision shall require written approval of the Lynnfield Planning Board, a certified copy of which must be recorded in the Registry before becoming effective.
- c. Severability. Invalidation of any one or more provisions hereof by judgment or court order shall not affect the remaining provisions which shall remain in full force and effect.
- d. Amendments. Except as herein provided, the provisions hereof may be amended only by a unanimous affirmative vote of all the Association Members, with approval of the Town, (acting through its Planning Board) and will only become effective when recorded in the Essex South District Registry of Deeds referencing this recorded instrument.
- e. Liability. Notwithstanding any provision of this instrument, the then Declarants, upon conveying any Lot to a Grantee by recorded deed, shall thereupon be released from all liability hereunder to the same extent that the Lot conveyed represents a fraction of the total unconveyed lots of record, it being the intention of this instrument that upon the sale and recorded conveyances of all Lots in this subdivision, the then Declarants shall be free of all duties, obligations and liabilities hereunder.

- f. Notice. Any notice which may or shall be given hereunder to the Town shall be given (and shall not be deemed effective unless given) by certified mail, return receipt requested, to:

Lynnfield Planning Board  
55 Summer Street  
Lynnfield, MA 01940

with a copy to:

Town Administrator  
55 Summer Street  
Lynnfield, MA 01940

or to such other addressees as the Town may, from time to time by written notice to the Trustee, indicate.

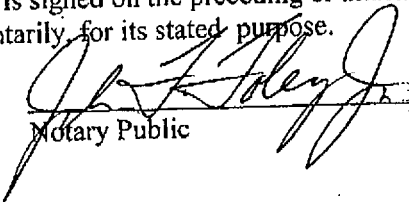
Executed as a sealed instrument this 22nd day of December, 2010.

  
\_\_\_\_\_  
John Boghos

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, ss

On this 22nd day of December, 2010 before me, the undersigned notary public, personally appeared John Boghos, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose.

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



JOHN F. FOLEY, JR.  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires February 18, 2016

Document: 533650

CVNT

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

RECEIVED FOR REGISTRATION

On: 8/21/2012 03:36 PM

Noted on Cert: 79963 BOOK: 442

# **EXHIBIT F**

(Space Above this Line Reserved for Registry of Deeds)

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**JANET WAY HOMEOWNERS ASSOCIATION TRUST**

**Amendment of Declaration of Protective Covenants to Add Lot 23 and Lot 24**

Whereas the Janet Way Homeowners Association Trust (the "HOA") was created pursuant to Declaration of Protective Covenants (the "**Declaration**") dated December 22, 2010 and filed as Doc.# 533650 with the Essex South Land Court District with Book 442 Certificate 79963; and

Whereas the Town of Lynnfield Planning Board has approved various lot line changes (by means of Form A -- Approval Not Required Plans); and

Whereas the undersigned Hannah's View Estates, LLC, a Massachusetts liability company with an address of 100 Burt Road, Andover, MA 01810 as Owner of **Lot 23 and Lot 24** as described on **Exhibit A** attached hereto (per CERTIFICATE OF TITLE #93506) intends that said **Lot 23 and Lot 24** are to be added to the HOA, as required by the Town of Lynnfield.

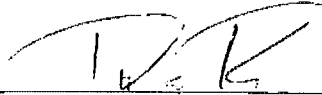
Now, therefore, the said Hannah's View Estates, LLC, in its capacity as Successor Declarant under the Declaration, does hereby amend the Declaration as follows:

1. **Lot 23 and Lot 24** as described on **Exhibit A** attached hereto are hereby submitted to the Declaration and hereby declared to be "**Property**" governed by, and regulated by, the Declaration.
2. **Lot 23 and Lot 24** shall hereafter for all purposes be part of the HOA created by the Declaration, and the owners from time to time of said **Lot 23 and Lot 24** shall hereafter be "**Owners**" under the Declaration, obligated to comply with the Declaration and perform the obligations of Owners under the Declaration, including the cost of maintaining the "**Drainage System**" for which the HOA was formed.

IN WITNESS WHEREOF Janet Way Homeowners Association Trust has executed this Amendment as a sealed instrument this 2nd day of ~~November~~ March, 2021.

JANET WAY HOMEOWNERS  
ASSOCIATION TRUST

By: Hannah's View Estates, LLC  
Its: Successor Declarant

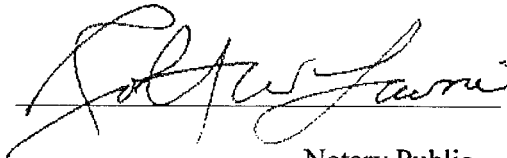


By: David E. Deloury  
Its: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Errey, ss.

On this 2nd day of March, 2021, before me, the undersigned notary public, personally appeared David E. Deloury, Authorized Signatory for Hannah's View Estates, LLC, as Successor Declarant and Trustee of Janet Way Homeowners Association Trust proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as Authorized Signatory for Hannah's View Estates, LLC, as Successor Declarant and Trustee of Janet Way Homeowners Association Trust and that he has the authority to act in that capacity.



, Notary Public

My Commission Expires: 5.27.22

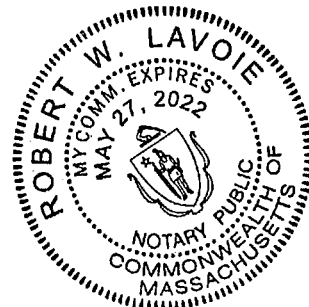


Exhibit A

LOT 23 SHOWN ON PLAN NUMBERED 25736-H FILED WITH CERTIFICATE OF TITLE #93506.

LOT 24 SHOWN ON PLAN NUMBERED 25736-H FILED WITH CERTIFICATE OF TITLE #93506.

LAND COURT, BOSTON. The Land herein described will be shown on our approved plan to follow as

REFERRED TO

MAR 02 2021

25736<sup>H</sup> Lot = 23 + 24  
Plan (EXAMINED AS DESCRIPTION ONLY)  
STL CHIEF SURVEYOR (Sd)

Document: 622519

AMEND

Southern Essex District ROD  
RECEIVED FOR REGISTRATION

On: 03/04/2021 03:44 PM

Noted on Cert: 93506 Book: 569