

If an appeal is filed, the Planning Board shall endorse the plan only if the appeal is not successful in overturning the approval and no further Court appeal is initiated within the permitted time limits.

If a Definitive Subdivision Plan is approved by the failure of the Planning Board to act within the required time, the Town Clerk shall issue a certificate stating the date of submission of the plan, any extensions to that time period that were recorded with the Town Clerk, that the Planning Board has failed to file notice of final action with the Town Clerk within the required time and that the approval by failure of the Planning Board to act has occurred. If twenty (20) days following the issuance of the certificate pass without notice of an appeal, the Town Clerk shall at the request of the applicant endorse the subdivision plan certifying that no appeal has been received.

After the Definitive Plan has been approved and endorsed, the Planning Board shall return the original drawing to the applicant.

Approval of the Definitive Plan does not constitute the laying out or acceptance by the Town of streets and easements within a subdivision.

12. Provision of Performance Guarantee

Prior to endorsement by the Planning Board of a Definitive Subdivision Plan, the subdivider shall provide for long-term provisions for the maintenance of proposed streets within the subdivision. Such provisions shall be in the form of a recordable instrument. The subdivider, or any heir or successor, shall be bound by such provisions until such time as the street or streets are formally accepted by the Town.

~~Before endorsing an approved Definitive Subdivision Plan the Planning Board shall require that the subdivider file with the Planning Board a performance guarantee to secure the construction of ways and the installation of municipal services. The following section outlines the kinds of performance guarantees permitted under M.G.L. Chapter 41, Section 81-U. The guarantees are of two kinds: a covenant as described in Section III.C.12.(1) and sureties as described in Section III.C.12.(2) and III.C.12.(3). While the method may be selected and varied from time to time by the subdivider or successor in interest, the Planning Board prefers the use of a covenant and may submit other forms of performance guarantee to Town Counsel for review as to form, and manner of execution.~~

Before endorsement of the Planning Board's approval of a Definitive Plan of a subdivision, the applicant shall agree to complete the required improvements specified in the approved Definitive Subdivision Plan for all lots in the subdivision, such construction and installation to be secured in accordance with Chapter 41, Section 81-U, M.G.L., as amended, by one, or in part by another, of the following methods which may from time to time be varied with the applicant. While the applicant chooses the initial form of the Performance Guarantee, the Planning Board shall determine/approve the actual dollar amount (where applicable). The Planning Board may require a change in the form/method and amount of the Performance Guarantee when a partial release is requested by the applicant.

Commented [WS11]: Model, 4.3.8.2

Listed below are the methods by which the installation of ways and municipal services are secured, and which are allowed and specified in M.G.L Chapter 41, Section 81-U:

- (1) **Covenant:** By a covenant, executed and duly recorded by the owner of record and running with the land, providing that the ways and services shall be constructed to serve any lot before such lot may be built upon or conveyed, other than by mortgage deed. However, a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of such premises or part thereof may sell any such lot, subject to that portion of the covenant which provides that no lot shall be built upon until such ways and services have been provided to serve such lot; and provided, further, that nothing herein shall be deemed to prohibit a conveyance by a single deed, subject to such covenant, of either the entire parcel of land shown on the Definitive Subdivision Plan or of all lots not previously released by the Planning Board. A deed of any part of the subdivision in violation hereof shall be voidable by the grantee prior to the release of the covenant but not later than three (3) years from the date of such deed. See Form F for covenant format.

This covenant shall be referred to on the Definitive Subdivision Plan as follows:

"A Conditional Approval Covenant between the Dudley Planning Board and _____, (the subdivider and owner) to secure the completion of required ways and utilities has been executed and is recorded at the Worcester District Registry of Deeds with this plan, at Book _____, Page _____."

- (2) **Financial Surety:** By a deposit of money, ~~or~~ negotiable securities, letter of credit or ~~by~~ proper bond, sufficient in the opinion of the Planning Board to secure performance of the construction of ways and the installation of municipal services required for lots in the subdivision shown on the plan. ~~e~~Each ~~bond or deposit financial surety~~ shall be contingent upon ~~the such~~ construction and ~~such~~ installation within such period as the Planning Board shall determine.

~~All cost estimates submitted by the subdivider shall be reviewed by the [Planning Board Engineer for adequacy. The bond amount submitted to the Planning Board shall include 25% of the subtotal taken as contingency against any damages to the subdivision and estimated inflation, and 10% of the subtotal taken as contingency to cover administrative overhead, and bidding for the completion of the outstanding subdivision improvements in the event that the subdivision is declared in default.~~

Commented [WS12]: See section (6) below.

For Any Surety Bond:

Commented [WS13]: Model section 4.3.8.2.1.5

1. The surety must agree that any litigation stemming out of the bond will take place in Massachusetts.
2. The bond must include the name and address of the person to be served for any legal action.

3. The bond must specifically include the terms above.

4. No expiration date may be allowed in the bond (The bond must be valid until the work is complete.), and the warranty performance period has been completed.

(3) Three Party Agreement: By delivery to the Planning Board of an agreement (three party agreement) executed after the recording of a first mortgage covering the premises shown on the plan or a portion thereof given as security for advances to be made to the applicant by the lender, which agreement shall be executed by the applicant and the lender and shall provide for the retention by the lender of funds sufficient in the opinion of the Planning Board and otherwise due the applicant, to secure the construction of ways and the installation of municipal services. Said agreement shall also provide for a schedule of disbursements which may be made to the applicant upon completion of various stages of the work, and shall further provide that in the event the work is not completed within the time set forth by the applicant, any funds remaining undisbursed shall be available to the Town of Dudley Planning Board for completion of the required ways and utilities.

(4.) Authority to Modify Performance Guarantee: If the Planning Board shall decide at any time during the term of the performance guarantee that the character and extent of the subdivision requires additional improvements, previously waived, then the Planning Board may modify its requirements in accordance with M.G.L Chapter 41, Section 81-W for any or all such improvements and the face value of such performance bond, or amount of deposit of money or value of securities may be increased by an appropriate amount. Such increase may be requested by the Planning Board and consented to by the applicant, or imposed through the procedure for amending an approved Definitive Subdivision Plan, set forth in M.G.L. Chapter 41 Section 81W and these Rules and Regulations.

Commented [WS14]: This section already exists, but was moved down a new paragraphs for clarity.

(5.) Drawing Upon Sureties: Three-party agreement for lender retention of funds, bonds and other [financial] sureties must be drafted so that the only requirement that must be met for the Planning Board to draw funds is to notify the financial institution (grantor) that:

Commented [WS15]: Model: 4.3.8.2.1.2

“We have incurred liability by reason of the failure of the applicant/developer/owner, within ninety days of the expiration of this letter, to complete the construction of their project (insert name of subdivision and plans) in accordance with the definitive subdivision plans and submittal, the subdivision approval, the Dudley Zoning Bylaw, and the Planning Board’s Rules and Regulations Governing the Subdivision of Land. The amount drawn, which may be more than required to complete the project, will be held in a segregated bank account until the work can be bid competitively and the bid awarded and paid for or until the contract for the work is otherwise let and the work paid for. Any excess over the cost of completing the work will be returned to the grantor.”

(6.) Construction Cost Estimate

Commented [WS16]: Model 4.3.8.1.8.1
This section to replace section 15.

With all performance guarantees the applicant shall submit a detailed Construction Cost Estimate for all construction within the proposed roadway layout and/or public utility easements, certified by the project's registered professional engineer. Said estimate shall be based on the "Standard Specifications for Highways and Bridges," 1988 Edition, as amended, of the Commonwealth of Massachusetts, and shall include:

1. Schedule of Values for Construction
2. Total amount for cost of completion of project
3. Costs adjusted to account for municipal prevailing wage rates
4. Amount of estimated cost to complete as-built plans, and street acceptance plans for ways proposed to be offered for acceptance as public ways

Commented [WS17]: From Section 15.3

Costs adjusted to add an inflation/safety factor of 20%

Commented [WS18]: Does 20% seem too high?

The sum of any ~~such~~ financial ~~guarantee surety~~ may, from time to time, be reduced by the Planning Board and the obligations of the parties thereto released by said Board in whole or in part.

Commented [WS19]: From section 15, last paragraph

13. Time Period and Extensions for Construction of Required Improvements

Construction of all required improvements shall be completed within two (2) years of the date of recordation of the approved Definitive Subdivision Plan.

Commented [WS20]: Three years may be more realistic.

A subdivider may request an extension to the two (2) year period in which the required improvements must be constructed. The request must be submitted in writing to the Planning Board stating what further time period to complete the required improvements is required and the reasons why an extension is requested. The Planning Board may grant an extension of not more than one (1) year. More than one (1) extension may be granted.

Commented [WS21]: Three?

As a condition of permitting the extension, the Planning Board shall have the right to revise the amount of sureties to ensure that sufficient ~~adequate funds to insure for~~ the completion of the required improvements are retained and shall have the right to revise the covenant to reflect the increased construction period and any additional conditions to ensure satisfactory completion of the subdivision improvements. The cost estimate to complete the required improvements shall be reviewed by the Planning Board Engineer, and any ~~bonds financial sureties~~ held by the Planning Board shall be adjusted as necessary to reflect any increased cost of construction, and to require that the ~~bond surety~~ amount include ~~25%-20%~~ of the subtotal taken as contingency against any damages to the subdivision and estimated inflation, and ~~105%~~ of the subtotal taken as contingency to cover administrative overhead, and bidding for the completion of the outstanding subdivision improvements in the event that the subdivision is declared in default.

Failure to complete all improvements as required by these Rules and Regulations within the time allotted shall cause the Planning Board to draw upon the financial surety in order to complete said improvements and/or schedule a public hearing in order to rescind approval of the subdivision pursuant to MGL c. 41, § 81-W.

Commented [WS22]: Model 4.3.9.4

14. Recording of the Plan

After the Definitive Subdivision Plan has been endorsed and an acceptable performance guarantee has been provided to the Planning Board, the applicant shall record the endorsed plan together with any related easements, covenants, ~~Conditional Approval Covenant~~, and any other required documents. The applicant is responsible for paying the cost of such recordation. Proof of such recordation shall be provided to the Planning Board within thirty (30) days of recordation.

Following the recordation, the applicant shall provide to the Planning Board a mylar copy of the recorded plan, eight (8) black line or blue line copies of the plan, and duplicate certified copies of any documents recorded by the subdivider with the Registry of Deeds. Upon receipt of the mylar and copies of the subdivision, the Planning Board shall file one print of the Definitive Subdivision Plan with each of the following:

- Building Inspector
- Planning Board Engineer
- Assessor
- Board of Health
- Conservation Commission
- Fire Department
- Highway Superintendent

Where the subdivision has been approved subject to a Conditional Approval Covenant as noted on the Definitive Subdivision Plan, the Inspector of Buildings shall not issue a permit for the construction of a building on any lot within the subdivision until receipt from the Planning Board of a copy of Form E, releasing the lot from the building and transfer of title restrictions of the Covenant.

a. Preconstruction Conference

Prior to commencement of construction, the developer and the contractor must meet with the Town Planner and other relevant Town officials to review the subdivision plan and conditions. The applicant must provide evidence that all required documents have been recorded and all required fees paid. Subsequent to said recording and prior to any building permit being issued, the project applicant shall file within seven calendar days one print of the definitive plan with the Building Inspector. Further, in accordance with the statute, where approval with covenant is noted thereon, the Inspector shall issue no permit for the construction of a building on any lot within the subdivision, except upon receipt from the Planning Board of a copy of the certificate of performance releasing

Commented [WS23]: Model 4.3.133. Pre-construction conferences are now standard practice for the Planning Dept.

the lot in question.

15. Calculation of Amount of Performance Guarantee

The amount of a bond or deposit of money required shall include, but shall not be limited to:

- ~~1. The estimated costs of all materials to be used in the construction of proposed ways and other public improvements calculated by linear foot, cubic yard, square foot, and other appropriate itemizations of quantities. All other related installation and construction costs, including but not limited to engineering fees, construction management, supervision fees, contingencies, and any increased cost due to inflation over the proposed construction period, and~~
- ~~2. Amount of estimated cost to complete as-built plans, and street acceptance plans for ways proposed to be offered for acceptance as public ways, plus~~
- ~~3. Amount of increased construction and contingency costs estimated for a period of twice the proposed construction completion date, plus one year.~~

~~The amount of such guarantee shall be recalculated in the manner provided herein when the applicant may request this or when the construction completion date is requested to be extended by the applicant, and the agreement shall be amended accordingly.~~

~~The sum of any such financial guarantee may, from time to time, be reduced by the Planning Board and the obligations of the parties thereto released by said Board in whole or in part.~~

16. Use of Performance Guarantee In Case of Default

If the developer fails to complete such work to the satisfaction of the Planning Board and in accordance with all applicable agreements, plans, regulations, and specifications, the Planning Board shall be entitled to enforce such bond or to use such deposit or other securities for the benefit of the Town to the extent necessary to complete all such required work without delay. The performance guarantees shall be used to cover all costs to the Town of completing such construction and installation. Any such bond may be enforced and/or such deposit may be applied by the Board for the benefit of the Town, as provided in M.G.L. Chapter 41 § 81Y ~~of the General Laws~~ upon failure of the performance for which any such bond or deposit was given to the extent of the reasonable cost to the Town of completing such construction and installation.

The Town, at its option, may enter upon the premises and itself or through others supply whatever materials and perform whatever work it deems necessary to remedy such failure and complete all work called for to be performed by the applicant. If the financial guarantee posted by the applicant is not sufficient to complete the required subdivision improvements and/or to remedy any failure of installed improvements, the Town at its option may initiate proceedings to recover the additional costs necessary from the subdivider to correct and complete all required work. The proceedings shall include an amendment to the approved subdivision plan in accordance with M.G.L. Chapter 41

Commented [WS24]: This section deleted in lieu of section 12.6

Commented [WS25]: This section moved to section 12.6.

Commented [WS26]: This section moved to section 12.6, last paragraph

Section 81W to increase the amount of the financial security. If the subdivider does not provide the additional security, the Planning Board may initiate action in the Massachusetts Courts to ensure compliance.

17. Procedures for Release or Reduction in Performance Guarantee

Upon completion of some or all of the improvements for which a performance guarantee was given, the subdivider may request a full or partial release of the bond, deposit, three party agreement, letter of credit, or covenant by sending a statement of completion and a request for release by registered mail to the Planning Board and Town Clerk.

Such written request shall be accompanied by ~~two (2) copies of~~ a certificate by a Registered Professional Engineer which shall describe work completed in the subdivision and its conformity with the approved Definitive Subdivision Plan. The Planning Board, upon receipt of such written notice and certificate, shall consult with the professional staff, Planning Board Engineer, Highway Superintendent or other designee of the Board, to determine whether the subdivider or developer has complied with all requirements of the Approved Definitive Subdivision Plan and these Rules and Regulations.

In the event of deviation from the Approved Definitive Subdivision Plan, such deviation shall be described in the certificate from the Registered Professional Engineer, and shall be accompanied by two (2) copies of the street layout plan and road profile showing the deviation. Any such deviation shall be reviewed in the manner described in Section III.C.7 of these Rules and Regulations.

If the Planning Board determines that said construction or installation has been completed in accordance with these Rules and Regulations, it shall release the full or partial interest of the Town in ~~such land, or deposit the financial surety~~ to the person who furnished the same, or release the covenant or specific lots within the covenant by an appropriate instrument, duly acknowledged, which may be recorded (see Form E).

If the Planning Board determines that required construction or installation has not been completed, it will specify the details wherein the construction or installation fails to comply with its Rules and Regulations in a notice sent by registered mail to the applicant and delivered to the Town Clerk. If the Planning Board fails to so notify the Town Clerk and the applicant within forty-five (45) days of receipt of a request for release of security, as described above, the deposit or bond shall be returned and any covenant shall become void. In the event that the forty-five (45) day period expires without such specification or without release of the security, the Town Clerk shall issue a certificate to such effect, duly acknowledged.

18. Requirements for a Partial Release of a Covenant

- a. Request

For a partial release of a covenant, surety, or deposit, the subdivider shall submit a written request as set forth in Section III.C.17, detailing what work is claimed to be satisfactorily completed, and which lots, if any, are to be released.

The subdivider or developer shall also provide a detailed estimate, specifying the remaining incomplete improvements and their construction costs, and shall calculate the amount of guarantee to secure the remaining work.

b. Partial Release of a Financial Surety

The Planning Board, if satisfied that the work has been satisfactorily completed as specified in the subdivider's / developer's request, and satisfied that the proposed reduced amount of surety is sufficient to cover the cost of completing the remaining work, shall accept a new surety in the revised amount and release the previously provided surety.

c. Partial Release of Lots from a Covenant

When only a portion of the streets and other improvements shown on the Definitive Subdivision Plan have been constructed or installed and a release of covenant is requested, the Planning Board shall consider as satisfactorily completed only such lengths and parts as will in and of themselves form convenient and adequate systems without the necessity of further extension or improvement, and shall consider as eligible for release only such lots as front on, are connected, or are otherwise served by such streets, utilities, and other improvements. Work on the ground adjacent to a particular lot will normally be considered by the Planning Board as work necessary to adequately serve such lot, regardless of the degree to which the lot is dependent on said work for its access or utility service.

In the absence of financial performance guarantees, adequate covenants will be held to ensure completion of the project, including record plans, street acceptance plans, site inspections, and legal work. In addition, a covenant on one lot which can be built on will be held until either a) the Town has accepted all of the Definitive Plan's roadways as Town streets, or b) said covenant has been exchanged in lieu of the cash value (as determined by the Planning Board) of the lot.

Commented [WS27]: Model Section 4.3.10.1.2

No release of lots from the restrictions of a covenant shall be granted by the Planning Board, unless the subdivider constructs a temporary turn-around at the end of the constructed portion of each street in the subdivision (except where such street ends in a junction with another existing street) and such other interim facilities as are necessary to provide a reasonable operating system of streets and utilities. The subdivider shall also propose appropriate arrangements for later disposition of such interim facilities as temporary turn-arounds which must be acceptable to the Planning Board as part of the partial release.

19. Conversion of a Covenant to Another Performance Guarantee

If the developer desires that lots be released from a covenant and secured by means of another form of guarantee or surety the remaining public improvements related to a subdivision, a formal written request shall be given to the Planning Board which sets forth and includes:

- a. The extent and scope of remaining work to be completed to satisfy the requirements for the installation of all proposed ways and municipal services,
- b. An estimate, pursuant to Section III.C.15 of these Regulations, which reflects all remaining costs related to the construction of all proposed ways and the installation of municipal services, and
- c. The form and type of guarantee being given to the Planning Board to secure all remaining improvements.

The Planning Board, in consultation with its professional staff, consulting engineer, and other municipal departments, will make a determination on the sufficiency of the submitted estimate, and, if such estimate is accepted, a new performance guarantee will be given to the Planning Board. Upon acceptance by the Planning Board of the new performance guarantee, all applicable lots shall be released from the covenant.

20. Conversion of a Surety to a Covenant

If the developer desires to secure, by means of a covenant, the construction of ways and the installation of municipal services in a portion of a subdivision for which no building permits have been granted nor any lots have been sold, and to have the Planning Board release the bond, deposits, or negotiable securities previously furnished to secure such construction and installation, the developer shall submit to the Planning Board a ~~cloth~~ **tracing-mylar** and three (3) copies of the Definitive Subdivision Plan, limited only to that part of the Plan which is to be subject to such covenant. Upon approval of the covenant by the Planning Board, reference thereto shall be inscribed on such section of the Plan, and it shall be endorsed by the Planning Board and recorded with the covenant at the expense of the developer. Certified copies of all documents which the developer/subdivider records at the Registry of Deeds shall be provided to the Planning Board as set forth in Section III.C.14 of these Rules and Regulations.

21. Requirements for Final Release and Durability of Required Improvements

No subdivision shall be accepted and no final release of a performance guarantee shall be given by the Planning Board until:

- a. The integrity of road pavement and drainage has been verified following a full winter in place. The Planning Board shall retain a surety in the sum of fifteen (15%) percent of the total cost of improvements which shall be released following the verification that the utilities have withstood the winter or have been repaired to the Planning Board's satisfaction.

- b. Any required planting areas have been installed for a sufficient time and are in a healthy condition so that the Planning Board may be satisfied that the vegetation has been established. The required time period shall be one (1) year plus whatever time through to July 1st for grassed area and two (2) years plus whatever time through to July 1st for shrubs and trees. The Planning Board shall retain a surety in the amount of five (5%) percent of the total cost of improvements to ensure the establishment of the vegetation.
- c. All improvements proposed in the Definitive Subdivision Plan have been completed and have been verified as completed by the Planning Board's Consultant Engineer or other designee.

22. Conveyance of Utilities and Services

Before the Planning Board will release a surety bond or deposit, or in the case of a covenant, issue a Certificate of Performance, for subdivisions in which the ways and utilities are proposed to be offered for acceptance as public ways, the developer shall execute an instrument transferring to the Town valid, unencumbered title to all sanitary sewers, storm water drains, water mains and all appurtenances thereto constructed and installed in the subdivision and conveying to the Town, without cost and free of all liens and encumbrances, perpetual rights and easements to construct, inspect, repair, renew, replace, operate, and forever maintain such sanitary sewers, storm water drains, water mains, and all appurtenances thereto and to do all acts incidental thereto, in, through and under the whole of all streets in the subdivision, and if such sewers, storm water drains, water drains, and water mains have been constructed and installed in land not within such streets, then in, through and under the easements, as shown on the Definitive Subdivision Plan, and where no easements are shown in, through, and under a strip of land extending ten (10) feet in width on each side of the centerline of all such sewer drains and water mains. The above shall not be construed to relieve the developer and his successors in title to a portion of land or street in the subdivision of responsibility to complete all construction, as required by developer's covenants and agreements with the Town, and to thereafter maintain all streets and utilities in a satisfactory condition until they are accepted by the Town. (See Form G.)

Acceptance by the Planning Board of the improvements required for a Definitive Subdivision Plan does not constitute the laying out or acceptance of by the Town of any streets, bikeways, or footpaths within a subdivision.

The subdivider shall retain title to the fee of each street, path, or easement in or appurtenant to the subdivision until conveyed to the Town and accordingly accepted; and the subdivider shall maintain and repair the roads and drainage facilities in a manner satisfactory to the Planning Board during that period.

If the subdivider chooses not to offer the right-of-way and other access easements in fee to the Town, this shall be noted on the Definitive Subdivision Plan and the subdivider will have proposed and implemented mechanisms for perpetual maintenance.

If the subdivider declared the intent to offer the right-of-way and other access easements to the Town, the subdivider shall submit all necessary documentation for street acceptance, including "Street Acceptance" Plans in a form acceptable to the Registry of Deeds and the Planning Board Engineer, legal descriptions, easements, list of owners and mortgagees of lots having rights in the street, and any grants of rights necessary, for use by the Town for formal acceptance of the way by Town Meeting. A Street Acceptance Plan shall be prepared pursuant to the requirements of Section III.C.24. An "As-built Plan" prepared pursuant to Section III.C.23 can be used as a Street Acceptance Plan, provided it shows the correct metes and bounds boundaries of the roads as built and the easement areas.

Where a portion of a subdivision is serviced by an on-lot sewerage system or systems, the Planning Board shall not release the subdivision until satisfied that such system or systems were installed in accordance with the requirements of Title 5 of the Environmental Code of the Commonwealth of Massachusetts and the Dudley Board of Health.

23. Progress and Final As-Built Plan

a. Progress As-Built Plan:

Upon installation of the sewer, water, gas, and / or underground electrical systems and prior to the installation of the pavement binder course, the subdivider shall submit to the Planning Board Engineer or other designee of the Board and the Planning Board office, definitive data identifying the location and elevation of all structures and services for such sewer, water, gas and/or electrical systems, including clean-outs, shut-off valves, and lateral stubs serving each lot in the subdivision. This information shall be presented as a "Progress As-Built Plan", which shall indicate the actual location of the subdivision improvements completed to date.

b. Final As-Built Plan:

Upon completion of construction, and before release of a performance guarantee, the subdivider shall have prepared and submitted "Final As-Built Plans" at the same scale as the street plans, which shall indicate the actual location of all of the following:

- i. Boundaries of the right of way;
- ii. Boundaries of roadway improvements;
- iii. Driveway locations;
- iv. Permanent monuments;

- v. Location and inverts, with elevation, of the required utilities, hydrants and drainage including the location, with ties, and depth of sewer and water laterals serving each lot;
- vi. Location of any other underground utilities, such as natural gas, electricity, telephone lines, and street lighting;
- vii. Lot boundaries; and,
- viii. Centerline stationing.

A Registered Land Surveyor or Registered Professional Engineer retained by the developer/subdivider shall certify the completion of the construction of the ways and services as shown in the Final As-Built Plans and certify the accuracy of the Final As-Built Plans themselves. The Final As-Built Plans must be to the satisfaction of the Planning Board in terms of their content and form. certification of monumentation, as required in Sections III.C.23.b.iv and V.J, may be made upon the Final As-Built Plan. Upon determination by the Planning Board that the Final As-Built Plan is satisfactory, the Developer shall submit to the Planning Board a CAD drawing file or files of such plan, for incorporation into the Town's GIS. The file shall meet the standards as provided in Appendix _____.

24. Street Acceptance Plan

For ways proposed to be offered to the Town as public ways, the subdivider shall have prepared and submitted a "Street Acceptance Plan" prior to the final release of the performance guarantee. Such plans shall be suitable for recording at the Registry of Deeds. At a minimum, Street Acceptance Plans shall contain the following information:

- a. Title block indicating the name of the subdivision, the name of the way, the name and address of the subdivider, the name and address of the engineer and/or surveyor, and the date of preparation;
- b. Locus map;
- c. The boundaries and area of the right of way; and
- d. The location and identification of the owners of lots and all properties abutting the way.

Additional pertinent information as may be required by the Planning Board Engineer or the Planning Board shall be provided on the plan. Such plan shall be accompanied by deeds, easements, and other appropriate documentation required for the conveyance of the way or an easement in the way to the Town. Additionally, such plan shall be prepared and submitted in accordance with the applicable provisions of the Town of Dudley By-Laws, Article 16, and Acceptance of New Streets. An "As-built Plan" prepared pursuant to Section III.C.23 can be used as a Street Acceptance Plan, provided it shows the correct metes and bounds boundaries of the roads as built and the easement areas.