



**MUNICIPAL COUNCIL AGENDA
CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS
141 OAK STREET, TAUNTON, MA 02780**

~
JULY 24, 2012 - 7:00 PM

**INVOCATION
ROLL CALL
RECORDS**

HEARING:

Upon the petition for approval of Trinity Taunton Four Limited Partnership, 40 Court Street, 8th Floor, Boston, Ma that a joint public hearing be held by the the Taunton Municipal Council and the Taunton Planning Board for the approval of MGL 121A for the application concerning the construction of a 72-unit Housing development on the premises situated on the north side of Mason Street, Taunton, MA. The types of buildings to be constructed in the proposed project includes 3 new wood-framed townhouse-style buildings with 18 units, as well as one(1) new woodframed multi-story elevator building with 54 units. Any person aggrieved by the approval or disapproval of the project has sixty (60) days within which to file an appeal for judicial review pursuant to MGL 121A § 6C.

- Com. from Executive Director and Director of Real Estate Development submitting response relative to construction activities.
- Com. from Director of Compliance and Community Relations submitting response relative to the hiring program.

HEARING:

Upon the petition for approval of Trinity Taunton Nine Limited Patnership, 40 Court St., 8th Floor, Boston, Ma that a joint public hearing be held by the Taunton Municipal Council and Taunton Planning Board for the approval of MGL 121A for the application concerning the construction of an 88-unit housing development on the premises situated on the north side of DeWert Ave.,

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RECEIVED
CITY OF FRK'S OFFICE

Taunton, MA. The types of buildings to be constructed in the proposed project includes 14 new wood-framed townhouse-style buildings with 80 units, 8 new wood-framed duplex-style buildings with 8 units, as well as a new wood-framed community building and maintenance facility. Any person aggrieved by the approval or disapproval of the project has sixty (60) days within which to file an appeal for judicial review pursuant to MGL 121A § 6C.

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1 Com. from Teri Bernert, Director, Downtown Taunton Foundation – Requesting use of the Court Street Parking Lot.
- Pg. 2 Com. from Larry Masterson – Submitting a thank you to the Municipal Council.
- Pg. 3-18 Com. from Atty David T. Gay, Gay & Gay, P.C. – Submitting Prospect Hill Preserve Conservation Restriction Documents for Signature.
- Pg. 19 Com. from Bristol-Plymouth Regional Technical School – Responding to request of their board meeting minutes.
- Pg. 20-37 Com. from City Planner – Responding to process to for the Comment period for removal of the Barstows Pond Dam.

PETITIONS

Billard Table License

Petition submitted by Donald Cleary, Trustee, Taunton Lodge No. 150, Benevolent and Protective Order of Elks, 119 High St., Taunton requesting **renewal** of their Billiard Table License (2 Pool Tables)

Second Hand Article, Old Gold, Junk Dealer and Pawn Broker Licenses

Petition submitted by Kenneth Ferreira, DBA Money Tree, 53 Weir Street, Taunton requesting **renewal** of his Second Hand Article, Old Gold, Junk Dealer Licenses and requesting a **new** Pawn Brokers License.

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND ENROLLED BILLS

Ordinance for a second reading to be passed to a third reading

AN ORDINANCE

Chapter 13 MOTOR VEHICLES & TRAFFIC

ARTICLE II OPERATION OF VEHICLES

Section 13.56. Speed zones designated.

Be it ordained by the Municipal Council of the City of Taunton as follows:

That Section 13-56 of the Revised Ordinances of the City of Taunton, as amended, is and hereby is further amended by adding thereto the following:

Twenty (20) miles per hour

Barnum Street, from a point 155 feet east of Harrison Avenue, 90 feet easterly, school zone, between the hours of 8:30 am and 9:30 am and 2:45 pm and 3:45 pm during school hours.

Monroe Street, from a point 230 feet east of Bay Street easterly, 260 feet, school zone, between the hours of 8:30 am and 9:30 am and 2:45 pm and 3:45 pm during school hours.

Clifford Street, from a point 600 feet north of Shores Street northerly, 900 feet, school zone, between the hours of 8:00 am and 9:00 am and 2:00 pm and 3:00 pm during school hours.

All ordinances or parts thereof inconsistent herewith are hereby repealed. This Ordinance shall become effective immediately upon passage.

Ordinance for a second reading to be passed to a third reading

AN ORDINANCE

Chapter 2 ADMINISTRATION

ARTICLE XIX DESIGNER SELECTION PROCEDURES

Section 2-371 Designer Selection Procedures

Be it ordained by the Municipal Council of the City of Taunton as follows:

That the Revised Ordinances of the City of Taunton, as amended, is and hereby is further amended by adding thereto the following under a newly created Article XIX, Section 2-371:

1. **These procedures govern the selection of designers for each City of Taunton ("Awarding Authority") building project that is subject to the Commonwealth's designer selection law. (See G.L. c. 7 §38K). These procedures are intended to comply with the purpose and intent of G.L. c. 7 §§38A½ through 38O, inclusive. Any other local law governing the procurement of services will be inapplicable to these procurements.**
2. **For each such project, the Mayor has the authority to conduct the designer selection process for the Awarding Authority and make the selection. The Mayor may delegate any duties described herein to the extent such delegation is permissible by law.**
3. **For each such project, the Mayor shall designate the individual or group of individuals (hereinafter referred to as "the Committee") who will conduct the designer selection process. The purpose of the Committee is to assist and advise the Mayor in making the selection. The Mayor shall appoint the Chair of the Committee on Public Property to the Committee. The Mayor may appoint himself to the Committee. The Mayor shall notify the Municipal Council in writing of the individual or individuals so designated. No member of the Committee shall participate in the selection of a designer for any project if the member, or any of the member's immediate family:**
 - a. **has a direct or indirect financial interest in the award of the design contract to any applicant;**
 - b. **is currently employed by, or is a consultant to or under contract to, any applicant;**
 - c. **is negotiating or has an arrangement concerning future employment or contracting with any applicant; or**
 - d. **has an ownership interest in, or is an officer or director of, any applicant.**
4. **A Request for Qualifications (RFQ) for each contract subject to these procedures shall be advertised in a newspaper of general circulation in the locality of the building project, in the *Central Register* published by the Secretary of the Commonwealth, and in any other place required by the Mayor, at least two weeks before the deadline for filing applications.**
5. **The advertisement shall contain the following information:**

- a. a description of the project, including the specific designer services sought, the time period within which the project is to be completed, and, if available, the estimated construction cost;
 - b. if there is a program for the building project, a statement of when and where the program will be available for inspection by applicants;
 - c. when and where a briefing session (if any) will be held;
 - d. the qualifications required of applicants;
 - e. the categories of designers' consultants, if any, for which applicants must list names of consultants they may use;
 - f. whether the fee has been set or will be negotiated; if the fee has been set, the amount of the fee must be listed in the advertisement;
 - g. when and where the RFQ can be obtained and the applications must be delivered.
6. The RFQ shall include the current "Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction," which is available for download from the Massachusetts Designer Selection Board website at Procedures for Municipalities and Public Agencies not within DSB Jurisdiction The Application Form may be amended to include additional information on a project-specific basis.
7. The Committee shall evaluate applicants based on the following criteria:
 - a. prior similar experience;
 - b. past performance on public and private projects;
 - c. financial stability;
 - d. identity and qualifications of the consultants who will work with the applicants on the project; and
 - e. any other criteria that the Committee considers relevant to the project.
8. The Committee shall select at least three finalists. Finalists may be required to appear for an interview or provide additional information to the Committee, provided that all finalists are afforded an equal opportunity to do so.
9. The Committee shall rank the finalists in order of qualification and transmit the list of ranked finalists to the Mayor. No person or firm, including applicants' listed consultants, debarred pursuant to M.G.L. c. 149, §44C shall be included as a finalist on the list.
 - a. The list must be accompanied by a written explanation of the reasons for selection including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.
10. If the fee was set prior to the selection process, the Mayor shall select a designer from the list of finalists. If the Mayor selects a designer other than the one ranked first by the Committee, the Mayor shall file a written justification for the selection with the Committee and maintain a copy in the contract file.

- 11. If the fee is to be negotiated, the Mayor shall review the list of finalists and may exclude any designer from the list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file. The Mayor shall request a fee proposal from the first ranked designer remaining on the list and begin contract negotiations. If the Mayor is unable to negotiate a satisfactory fee with the first ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in the order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated which is higher than the maximum fee set by the Mayor prior to selection of finalists. Nothing herein should be construed as prohibiting the Mayor from delegating the designer selection and negotiating functions, subject to final approval by the Mayor.**
- 12. If the Mayor is unable to negotiate a satisfactory fee with any of the finalists, the Mayor shall recommend that the Committee select additional finalists.**
- 13. The Awarding Authority may allow a designer who conducted a feasibility study to continue with the design of a project. However, the Awarding Authority may commission, at its discretion, an independent review, by a knowledgeable and competent individual or business doing such work, of the feasibility of the designer's work to insure its reasonableness and its adequacy before allowing the designer to continue on the project, provided the Awarding Authority otherwise complies with the statutory requirements for selecting a designer under Chapter 7 of the General Laws, including those set forth in G.L. c. 7, §38K.**
- 14. Every contract for design services shall include the following:**

 - a. certification that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services;**
 - b. certification that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager;**
 - c. certification that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and**
 - d. certification that the designer has internal accounting controls as required by M.G.L. c. 30, §39R(c) and that the designer has filed and**

will continue to file an audited financial statement as required by M.G.L. c. 30, §39R(d).

- e. All fees shall be stated in design contracts, and in any subsequent amendments thereto, as a total dollar amount. Contracts may provide for equitable adjustments in the event of changes in scope or services.

15. The Awarding Authority shall not enter into a contract for design services unless the Awarding Authority or the designer has obtained professional liability insurance covering negligent errors, omissions, and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal the lesser of one million dollars or ten percent of the project's estimated cost of construction, or such larger amounts as the Awarding Authority may require, for the applicable period of limitations. A designer required by the Awarding Authority to obtain all or a portion of such insurance coverage at its own expense shall furnish a certificate or certificates of insurance coverage to the Awarding Authority prior to the award of the contract.

16. Every contract for design services shall include a provision that the designer or its consultants shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the designer in the preparation of the bid documents, as reasonably determined by the individual responsible for administering the design contract.

17. In the event of an emergency that precludes the normal use of these designer selection procedures, the Mayor may elect to authorize expedited procedures to address the emergency. The Mayor shall document in writing the reasons for the emergency declaration, the proposed scope of work, the estimated cost of construction, the established fee for the needed design services, and any other relevant information.

- a. The Mayor may select three finalists from any standing list of designers who have applied for projects of a similar nature, or may otherwise select three designers to be considered as finalists for the project. The Mayor shall rank the finalists in order of qualification and select the designer for the emergency work.

18. The Awarding Authority shall publish the name of any designer awarded a contract in the *Central Register*.

19. The following records shall be kept by the Awarding Authority:

- a. all information supplied by or obtained about each applicant;
- b. all actions taken relating to the project; and
- c. any other records related to designer selection.
- d. All records shall be available for inspection by the state Designer Selection Board and other authorized agencies.

20. The Awarding Authority shall evaluate designers' performance on contracts using the Designer Selection Board evaluation form(s) in accordance with M.G.L. c. 7, §38E(g), and file completed evaluations with the Board and the Commonwealth division of capital asset management as required by G.L. c. 7, §38E(g).
21. Nothing in these Procedures shall be interpreted to require the establishment of a board or waive or reduce the requirements of any other applicable law or regulation.
22. If applicable, the Awarding Authority shall take steps to assure that it complies with all State Office of Minority and Women Business Assistance requirements.

All ordinances or parts thereof inconsistent herewith are hereby repealed. This Ordinance shall become effective immediately upon passage.

NEW BUSINESS

Respectfully submitted,



**Rose Marie Blackwell
City Clerk**

Hearing
Com. #1

TAUNTON HOUSING AUTHORITY

30 OLNEY STREET - SUITE B
TAUNTON, MASSACHUSETTS 02780-4141



EQUAL HOUSING
OPPORTUNITY

TEL. (508) 823-6308
FAX: (508) 822-3460
TDD: 1-800-439-2370
www.tauntonhousing.com

COMMISSIONERS

JULIANN CARDIN
F. ROGER HOFFMANN
ARTHUR LOPES
ALAN PELLETIER
NANCY PINA

EXECUTIVE DIRECTOR
COLLEEN M. DOHERTY

July 19, 2012

Ryan C. Colton, City Council President
Temporary City Hall
141 Oak Street
Taunton, MA 02780

Re: Response to the Taunton Municipal Council's Request for Information relative to HOPE VI Construction activities

Dear Council President Colton and Members of the Municipal Council:

We are writing in response to your request for information relative to local employment and sub-contractor opportunities for the the HOPE VI revitalization project.

The Municipal Council asked for an explanation of the general contractor's process to hire local people and subcontractors as part of the HOPE VI development. The use of HUD HOPE VI funds requires that the Taunton Housing Authority (THA) and its developer Trinity Financial comply with Section 3 of the Housing and Urban Development Act of 1968, which requires to the greatest extent feasible employment, training and contracting opportunities be made available to low and very low-income residents and businesses. Enclosed you will find a memorandum from our developer Trinity Financial's general contractor CWC Builders, Inc. that highlights the process they will use to identify and hire local residents and subcontractors for various trades.

The Taunton Housing Authority (THA) is currently working towards a financial closing with Trinity scheduled for the end of August 2012, with new construction anticipated to begin this September. Therefore, formal outreach efforts by the Trinity and their contractor, CWC Builders to local residents and subcontractors have just begun. As required by HUD through our HOPE VI grant funds, available employment opportunities will be open to income eligible (Section 3) residents. The first priority for Section 3 employment opportunities are for HOPE VI residents and other residents of public housing, followed by Section 3 eligible Taunton residents and residents from the greater Taunton region. CWC Builders is hosting a job orientation for the interested HOPE VI residents and other public housing residents on Friday July 20, 2012 at 12:30PM at the Council on Aging community room. CWC Builders is expected to host a second job orientation in August for all eligible Section 3 Taunton residents.

Hearing

To date, the THA has had informal communications with the Taunton Career Center and several local subcontractors that have expressed interest in participating in the project. The THA met with the Taunton Career Center this past winter and we notified them that there would be job opportunities available through our HOPE VI development. We provided the Career Center with the Section 3 employment application for interested persons to complete and return to the THA. Additionally, through our HOPE VI Community Supportive Service (CSS) program, we have identified HOPE VI and other THA residents interested in construction, property management or security positions, and have forward approximately 30 employment applications to Trinity for consideration. These applicants will be vetted at the upcoming job orientations in July and August.

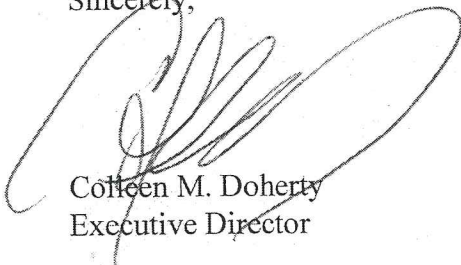
Likewise, several local subcontractors and vendors have reached out to the THA prior to Trinity selecting a general contractor. As these informal communications were had, the THA would forward the contact information of the local subcontractor or vendor to Trinity who in-turn forwarded it to their general contractor.

Now that Trinity has engaged CWC Builders, Inc. as their general contractor we will be working with them to make sure that job descriptions for various positions in the trades are made available to our case management staff and the Taunton Career Center to solicit further Section 3 job applicants, and that local subcontractors and vendors are solicited for bids and are interviewed. In fact, demolition at Fairfax Gardens is scheduled to begin the week of July 23rd and it our understanding that G. Lopes Construction of Taunton was successfully selected to conduct demolition and recycling activities.

The Municipal Council also asked for information concerning the need for subcontractors to be DCAM certified. It our understanding that DCAM certification applies to the design and construction of public buildings and infrastructure; such as those owned by a municipality. The construction activities for this project are not being solicited by a government body. The general contractor is being hired by a private entity of Trinity Financial, Inc., and the newly constructed buildings will be privately-owned by Trinity's limited partnerships. Therefore, DCAM certification is not applicable to our HOPE VI revitalization project.

We look forward to continuing to work with the Municipal Council towards the successful completion of our HOPE VI development. If you have any further questions, please do not hesitate to call us at 508-823-6308.

Sincerely,



Colleen M. Doherty
Executive Director



Michael J. Mattos
Director of Real Estate Development

Hearing
Comm. # 2

CWC Builders, Inc.

July 16, 2012

Michael Mattos
Taunton Housing Authority
97 Kilmer Avenue
Taunton, MA 02780

Mathieu Zahler
Trinity Financial, Inc
40 Court Street
Boston, MA 02108

RE: CWC Builders, Inc. hiring program for the Fairfax Gardens Hope VI project.

Mike/Matt,

The following is our hiring program for the Fairfax Gardens Hope VI project. I look forward to seeing you at our first orientation on July 20, 2012

Regards,



Carol Fuller
Director of Compliance and Community Relations

Outreach

Outreach is an ongoing process before and during construction.

- We send flyers to all Fairfax Gardens residents and other public housing residents in Taunton requesting attendance at a job opportunity orientation. At the orientation, we discuss types of jobs that will be available as a result of the project, job requirements, what construction is all about. We ask attendees to complete an application and interview candidates for both individual jobs and business opportunities.
- We work with the case workers at Fairfax Gardens to identify candidates.
- We post an ad in the local paper and flyers in community centers for a second job opportunity orientation open to all Taunton residents.
- We contact local unions and the career center to identify applicants and businesses.
- We identify local supply companies that can be used during construction.
- When work begins applications are also taken at the jobsite.

Applicants

Applications are reviewed to identify individuals that are already qualified for positions – These applications are sent out to the appropriate subcontractors and followed up on. We manage the subcontractors with their workforce.

Applications are also reviewed to identify individuals that have potential for a career in the building trades but are not yet qualified. At this point, it becomes necessary to work one on one with the candidates.

- Identify existing skills and interests
- Interview individual – determine trade
- Determine training necessary and available

Training depends on the programs available through city, state and federal agencies; community groups; local unions; and subcontractors. The resources vary from job to job based on the involvement of various groups and job availability.

CWC will be offering an OSHA 10 (Occupational Safety and Health Administration) certification course to public housing and low income Taunton residents. This certification is required by law for all construction workers.

All applications are reviewed, responded to and entered into an application database to be available as a resource to fill positions on this job and other jobs that are both CWC's contracts, other contractors and our agency contacts.

Subcontractor Commitment

The subcontractors submit a bid. - I meet with each potential sub, explain the resident/EEO requirement on the job and make sure they agree to meet the goals on the project to the best of their ability.

The subcontractors are then selected. One of the criteria is their previous workforce participation performance.

We include workforce hiring goals in our subcontracts. We have the subs identify the project manager, hiring manager and certified payroll contact for the job before the work begins.

Preconstruction meetings are held between CWC, subcontractors and any monitoring agencies to enforce workforce hiring goals. Subcontractors are encouraged to hire second tier local contractors, where possible, and are informed that second tier subs are held to the workforce goals as well.

Workforce goals are sent out again to the project manager and hiring manager on the job.

Monitoring/Reporting

When construction begins, our onsite monitor takes a daily count of each sub's residents, minorities, and women on the job. She works with the community and the application database to place people with the subcontractors to meet the goals. If the subcontractor is not in compliance, we immediately call a corrective action meeting with the subcontractor. Warning notifications are sent to the subcontractor's principals.

We require the subs to complete certified payrolls on all jobs, regardless of agency requirements. All certified payrolls and other required documents are sent to our certified payroll administrator on a weekly basis. The system is designed to store detailed information from the payrolls including, worker name, address, trade, pay rate, hours, ethnicity... The system also compares the individual's pay rate to the prevailing wage for the job to ensure every individual is being paid the correct rate. Because the system is so detailed we are able to produce extensive analytical data.

Local Businesses

Through the outreach process above, we hope to identify local businesses that are qualified for contracts on the job.

- Businesses complete an application that outlines a business's qualifications.
- The prospective contractor is interviewed
- The qualifications are reviewed
- An invitation to bid is given to qualifying businesses.

We identify local suppliers that can be used to purchase day to day materials for the jobsite.



4 Court Street, Suite 210
Taunton MA 02780
508.824.0484
tauntonbid@verizon.net
www.downtowntaunton.org

July 10, 2012

Mayor Thomas Hoyer Jr. & Taunton City Councilors
141 Oak Street
Taunton, MA 02780

Dear Mayor Hoyer and City Councilors:

On behalf of the Downtown Taunton Foundation (DTF), I am writing to request the use of the **Court Street Parking Lot** for the 2nd annual "**Taste of Downtown Taunton**" event to be held on September 15, 2012. In addition, we are requesting the city erect a temporary stage in the Court Street Lot for entertainment at the event.

Taste of Downtown Taunton will be an evening event under a large lighted tent with local music, food from area restaurants, and an art auction. The event size will be approximately 250 people. The goal of this event is to celebrate our city's fine restaurants, businesses and artists while promoting the economic revitalization of our own downtown. All funds raised from the event will be used for arts and cultural programming for Taunton youth at the Downtown Taunton Foundation's new community arts gallery opening in October on Trescott Street.

As always, thank you for your support and we hope to see you at the event. Please contact me at 508-824-0484 or tauntonbid@verizon.net if you have any questions or would like additional information.

Sincerely,



Teri Bernert, Director
Downtown Taunton Foundation and Taunton BID

Copy: Chief Walsh

July 15, 2012

Dear Mayor Hoye and Members of the Municipal Council:

I would like to thank you and the members of the Taunton Municipal City Council for the plaque and City of Taunton Resolution in acknowledgment of my tenure on the Golf Course Commission that was presented to me at the council meeting on Tuesday, July 10, 2012. I was very surprised and honored to receive this recognition.

It has been my pleasure to serve on the Golf Course Commission during the past twenty-two years. During my tenure as a board member, I have served with many dedicated men and women who are committed to ensuring that the John F. Parker Golf Course fulfills its potential as a quality municipal facility. We have worked diligently to address numerous issues facing the John F. Parker Golf Course during this time. Many challenges still remain including the possibility of expansion to an eighteen-hole golf course, clubhouse replacement and continued golf course improvements.

Although I am no longer a commission member, I will continue to organize and run Junior Golf tournaments at the John F. Parker Golf Course. I believe that these tournaments provide our young people with a valuable opportunity to participate in a sport that becomes a life-long avocation.

It is my strong belief that the City of Taunton has a tremendous asset in the John F. Parker Golf Course. As a boy, I learned to play golf at the Parker course and have many fond memories of multiple rounds of golf with friends and family. I know that the course will continue to provide positive experiences for many Tauntonians, both young and old.

Sincerely,



Larry Masterson

GAY & GAY, P.C.

73 Washington Street
P.O. Box 988
Taunton, Massachusetts 02780

David T. Gay
Thomas P. Gay
John L. Holgerson
Matthew J. Costa
Leo M. Spano

Peter B. Gay
1915-2010
Tel. (508) 822-2071
Fax (508) 880-2602

July 12, 2012

Hand Delivered

Mayor Thomas C. Hoye, Jr.
City of Taunton
141 Oak Street
Taunton, MA 02780

Ryan Colton, President
Taunton Municipal Council
City of Taunton
141 Oak Street
Taunton, MA 02780

Attn: City Clerk's Office Rose Marie Blackwell, City Clerk

RE: Prospect Hill Preserve Conservation Restriction Documents/Originals for Signature

Dear Mayor Hoye and Council President Colton and City Councilors:

Attached to this letter you will please find the original Conservation Restriction documents for the Prospect Hill Preserve, a cluster development presently under construction on Prospect Hill Street.

This Conservation Restriction document was required as part of the approval through the Taunton Planning Board process.

The Conservation Restriction document has already been approved by the Commonwealth of Massachusetts Division of Fisheries and Wildlife and has been submitted and signed by the Taunton Conservation Commission. The document has also been reviewed and approved by City Planner Kevin Scanlon.

The process now requires that the Municipal Council approve the document and subsequently have it signed by the Mayor. Once signed by all City officials it can be returned to my office, I will then forward it to the Commonwealth of Massachusetts, Secretary of Energy & Environmental Affairs for the final review and signature. Once the document has been signed by the Secretary of Energy and Environmental Affairs it will be resubmitted to the Division of Fisheries & Wildlife for final signature before it is returned to our office for recording at the Bristol County Northern District Registry of Deeds.

A Certificate of Final Action approving this subdivision was submitted to the City Clerk's Office in April of 2009 and subsequently recorded at the Bristol County Northern District Registry of Deeds in May of 2011. The time period between 2009 and 2011 was necessary because of approvals through the Conservation Commission and the Division of Fisheries & Wildlife - Natural Heritage and Endangered Species Program.

Because this subdivision was approved as a Cluster/Inclusionary Development Subdivision under Section 14 of the City Zoning Ordinances, the large open space areas are required to be preserved by this Conservation Restriction Document. (See Section 14.1.5.4 of the City Zoning Ordinances)

Also as part of the subdivision approval the developers completed work on the reconstruction of the culvert and bridge on Prospect Hill Street. That work was completed in cooperation and in conjunction with the City of Taunton Department of Public Works.

Finally, this subdivision is serviced by a Sewer Collection Systems Agreement between the City of Taunton and the Town of Raynham which agreements have been finalized, signed and recorded at the Bristol County Northern District Registry of Deeds and may be found at Book 19533, Page 87.

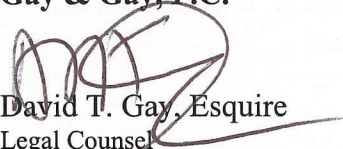
The process for finalizing signatures and recording this restriction is set forth in the provisions of M.G.L. Chapter 40, Section 8C and that, along with Chapter 184 of the M.G.L. Section 31, 32 and 33 form the basis for this Conservation Restriction document.

We would appreciate it if the matter could be placed on the agenda for the Municipal Council's vote of approval and signature at your next earliest convenience.

Any questions on this matter may be referred to this office or to the office of the City Planner, Mr. Kevin Scanlon.

Respectfully,

Gay & Gay, P.C.


David T. Gay, Esquire
Legal Counsel
Prospect Hill Preserve LLC

DTG/bd

Enclosure

- cc: Prospect Hill Preserve LLC
Attn: Mr. Joseph Lynch
- cc: City of Taunton
Attn: Kevin Scanlon, City Planner
- cc: City of Taunton
Conservation Commission
Attn: Michele Restino, Conservation Agent
- cc: City of Taunton
Department of Public Works
Attn: Frederic Cornaglia, Commissioner and Anthony Abreau, Asst. Commissioner

CONSERVATION RESTRICTION

I, Prospect Hill Preserve LLC a Massachusetts Limited Liability Company of 7 Bristol Lane, Foxborough, Norfolk County, Massachusetts 02035 being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants to the City of Taunton acting by and through its Conservation Commision pursuant to Chapter 40 Section 8C or "Trustee of Lands": , its permitted successors and assigns ("Grantee"), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the City of Taunton, Bristol County, Massachusetts constituting approximately 21.95 acres (the "Premises) shown as all of Parcels B, C and D on Natural Resources Plan of Land in Taunton, MA, Prospect Hill Preserve, dated June 17, 2011, prepared by Bay Colony Group, and recorded in the Bristol County District Registry of Deeds at Plan Book 482 as Plan 1 (the "Plan") see attached Exhibit A, and more particularly described in the Baseline Documentation Report & Survey (Exhibit B) . For Grantor's title see deed recorded in Bristol County Registry of Deeds Book 19179, Page 59.

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition as set forth in the baseline documentation report in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

- A. **Wildlife & Habitat Protection.** Conservation of the Premises will protect habitat used by a variety of wildlife including, but not limited to, Eastern Box Turtle (*Terrapene Carolina*). The Premises and their general vicinity have been delineated by Division of Fisheries and Wildlife as BioMap Core Habitat. BioMap Core Habitants are those areas of the Commonwealth of Massachusetts which, if protected, will conserve rare species and exemplary natural communities for future.
- B. **Nearby Natural Areas.** The Premises provide upland forest and wetland habitat for native wildlife and plant species and communities, including many species of native plants, lichens, mammals, birds, reptiles, amphibians, and invertebrates. The preservation of the forest and wetland resources on the Premises will protect these habitats.

The Premises are adjacent or in close proximity to the Hockomock Swamp Wildlife Management Area (Department of Fish and Game) which encompasses over 4,900 acres forest and wetland habitat, including significant Coastal Atlantic Cedar Swamp communities.

The Premises are also located within that portion of the Taunton River watershed that has been designated by the Secretary of Environmental Affairs as an Area of Critical Environmental Concern (Hockomock Swamp ACEC, Division of Conservation and Recreation). The purpose of the ACEC Program is to preserve, restore, and enhance critical environmental resources and resource areas of the Commonwealth of Massachusetts.

- C. **Scenic Landscape Preservation.** The Premises comprise part of a scenic landscape associated with a natural, undisturbed environment. The open space conservation land protected under this Conservation Restriction is an important public resource. The preservation of the 21.95 -acre Premises, by prohibiting significant alterations to the natural character thereof, will further protect and enhance the area's scenic and open space attributes and the recreational, human enjoyment, and ecological value of the hundreds of acres of conservation land and open space.
- D. N/A
- E. **Water Quality Protection.** Preserving the natural, undisturbed environment will provide for

groundwater recharge and protect wetland resource areas.

F. **Furtherance of Government Policy.** Protection of the Premises furthers the City of Taunton's Open Space and Recreation Plan by providing protection of farmland, open space and conservation/wetland areas, thereby providing extra protection for the City's most fragile resources.

G. **Massachusetts Endangered Species Act.** N/A

H.

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in the Baseline Documentation Report & Survey (*Exhibit B*) to be kept on file at the office of the Grantee and incorporated herein by this reference. Grantor and Grantee agree that this Baseline Documentation Report & Survey provides an accurate representation of the condition and the objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. PROHIBITED ACTS AND USES

Subject to the exceptions set forth herein, the Grantor will neither perform nor allow others to perform the following acts and uses which are prohibited on, above, or below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation;
5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, bicycles, trail bikes, or any other motorized or non-motorized vehicles of any kind shall be used, parked, stored, maintained, operated or otherwise allowed on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
7. The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
8. Conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards further building or development requirements on this or any other parcel.
9. The use of the Premises for more than a *de minimus* commercial recreation, business or industrial use of the Premises.

Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction;

B. RESERVED RIGHTS AND EXCEPTIONS TO OTHERWISE PROHIBITED ACTS AND USES

Notwithstanding paragraph A above, the Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the purpose of this Conservation Restriction or other significant conservation interests:

1. Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;
2. Non-native flora. With the written permission of the Grantee and Division, the removal of non-native or invasive flora and interplanting of indigenous species;
3. Wildlife Habitat Management. With the written permission of the Grantee and Division, measures designed to restore, maintain, enhance or otherwise manage biotic communities and/or habitats for native species, rare species, and/or species listed pursuant to the MA Endangered Species Act (MGL c131A) and implementing regulations (321 CMR 10.00) that can include, but is not limited to, selective planting or removal of native vegetation, forestry, modification of soils, and prescribed burning of vegetation;
4. Trails. The marking, clearing, mowing, and/or maintenance of footpaths and woods roads existing and shown in the Baseline Documentation Report & Survey (*Exhibit B*);
5. Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values provided such signs do not specifically reference species on the MA Endangered Species Act (MGL c131A) and its implementing regulations (321 CMR 10.00) by scientific or common name or provide the actual location of said species. Signs may use generalized terms such as "Sensitive Ecological Community," "wildlife habitat", "rare animal habitat" or other generalized terms.
6. Hunting, Trapping and Fishing: Hunting, trapping and fishing are permitted on the premises subject to all applicable laws, bylaws, regulations and authorities;

The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with the then-current Zoning, the Wetlands Protection Act, the MA Endangered Species Act (MGL c131A), and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position of whether such permit should be issued.

C. NOTICE AND APPROVAL.

Whenever notice to or approval by Grantee and/or Division is required under the provisions of paragraphs A or B, Grantor shall notify Grantee and/or Division in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, MA Endangered Species Act Tracking Number and/or Conservation and Management Permit number (if applicable), and any other material aspect of the proposed activity in sufficient detail to permit the Grantee and/or Division to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee and/or Division's approval is required, Grantee and/or Division shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Said approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee and/or Division to respond in writing within 60 days shall be deemed to constitute approval by Grantee and/or Division of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE AND DIVISION

A. LEGAL AND INJUNCTIVE RELIEF

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee shall attempt to resolve issues concerning violations through negotiations with Grantor prior to resorting to legal means. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and permanent monumentation of the boundaries.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

This Conservation Restriction shall also be enforceable by the Commonwealth of Massachusetts acting through the Division. If the Division in its sole discretion determines that Grantee is not taking satisfactory action to monitor and/or enforce this Conservation Restriction, the Division shall give written notice to Grantee of said unsatisfactory monitoring and/or enforcement and the reasons therefore, and Grantee shall have 30 days in which to take action satisfactory to the Division to monitor and enforce this Conservation Restriction. If the Division in its sole discretion subsequently determines that the Grantee has failed to take satisfactory action within said 30-day period following written notice from the Division, the Division may in its sole discretion monitor and undertake whatever actions, including appropriate legal proceedings which include obtaining injunctive and other equitable relief, that the Division determines are reasonably necessary or appropriate to effect such corrections of any violations and/or to otherwise enforce the terms and provisions of this Conservation Restriction as provided herein.

If the Division in its sole discretion determines that immediate legal or other action is necessary to protect the Premises against injury or harm, the Division may waive this notice and 30-day Grantee response time period and take whatever legal and other action the Division deems as necessary or appropriate to protect the resources on the Premises.

Grantor covenants and agrees to reimburse to Division all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. NON-WAIVER

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. DISCLAIMER OF LIABILITY

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises not caused by the grantee or its agents pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts which are not caused by the Grantee or anyone acting under the direction of the Grantee.

D. ACTS BEYOND THE GRANTOR'S CONTROL

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, that if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

IV. ACCESS

This Conservation Restriction does not grant to the Grantee, to the public, or to any other person or entity any right to enter upon the Premises, except as follows:

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance herewith, of enforcing this Conservation Restriction. The Grantor also grants to the Grantee, after 30 days notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or

abate any violation hereof, including but not limited to the right to have a survey of boundary lines conducted at the Grantee's expense. This Conservation Restriction in no way limits, amends or alters the legal authority of the Division to access the property of the Grantor, its successors and assigns.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. PROCEEDS. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

C. GRANTOR/GRANTEE COOPERATION REGARDING PUBLIC ACTION

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. RUNNING OF THE BURDEN

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. EXECUTION OF INSTRUMENTS

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. RUNNING OF THE BENEFIT

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a

leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction.

The Grantor shall be liable only for violations occurring during or his or her ownership, or for any transfer, if in violation. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intent that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. If it is determined that a transfer or assignment of any interest will result in a merger, no deed shall be effective until this Conservation Restriction has been assigned or other action taken to avoid a merger and preserve the terms and enforceability of this Conservation Restriction. It is the intent of the parties that the Premises will be subject to the terms of this Conservation Restriction in perpetuity, notwithstanding any merger.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Holder will consider amendments only to correct an error or oversight, to clarify an ambiguity, and in circumstances where in granting an amendment there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution. Any amendment shall be recorded in the Bristol Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Bristol County Registry of Deeds.

XII. RECORDATION

The Grantee shall record this instrument in timely fashion in the Bristol County Registry of Deeds.

XIII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Prospect Hill Preserve LLC

7 Bristol Lane
Foxborough, MA 02035

To Grantee: City of Taunton
Conservation Commission
15 Summer Street
Taunton, MA 02780

To the Division: Natural Heritage Endangered Species Program
Mass. Division of Fisheries & Wildlife
North Drive, Route 135
Westborough, MA 01581

or to such other address as any of the above parties from time to time shall designate by written notice to each other.

XIV. GENERAL PROVISIONS

A. CONTROLLING LAW

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. LIBERAL CONSTRUCTION

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. SEVERABILITY

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. PRE-EXISTING PUBLIC RIGHTS. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. SUBORDINATION OF MORTGAGE: The Grantor shall record at the appropriate Essex County Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Property.

XV. ATTACHMENTS

- Exhibit A Plans showing area to be protected subject to Conservation Restriction with area(s) labeled at "Conservation Restriction Area"
- Exhibit B Baseline Documentation Report

GRANTING OF CONSERVATION RESTRICTION

WITNESS my hand and seal this 6 day of June, 2012.

Name: Prospect Hill Preserve LLC

Signature: [Signature]
By: Joseph Lynch, Manager

[Signature]
By: Daniel Russell, Manager

COMMONWEALTH OF MASSACHUSETTS
Bristol, ss:

On this 6 day of JUNE, 2012, before me, the undersigned notary public, personally appeared Joseph Lynch and Daniel Russell, proved to me through satisfactory evidence of identification which were a driver's licenses to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

SEAL

Notary Public
[Signature]

My commission expires:
Marianne Dooley, Notary Public
Commonwealth of Massachusetts
My Commission Expires 6/6/2014

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by Taunton Conservataion Commission this 9th day of July, 2012.

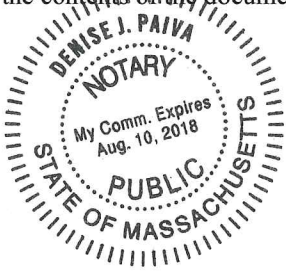
By: [Signature]

Its: Chair, duly authorized

COMMONWEALTH OF MASSACHUSETTS
Bristol, ss:

On this 9th day of July, 2012, before me, the undersigned notary public, personally appeared Brian Marques, proved to me through satisfactory evidence of identification which was a driver's license to be the person(s) whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

SEAL



Notary Public
[Signature]

My commission expires: 8-10-2018

APPROVAL BY MUNICIPAL COUNCIL

We, the undersigned, being a majority of the Municipal Council of the City of Taunton, Bristol _____ County, Massachusetts, hereby certify that at a meeting duly held on _____, 2012, the Council voted to approve the foregoing Conservation Restriction to the City of Taunton Conservation Commission pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the General Laws of Massachusetts.

Municipal Council

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above named City Councilors for the City of Taunton, proved to me through satisfactory evidence of identification which were driver licenses to be the persons whose name are signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief.

SEAL

Notary Public

My commission expires _____

APPROVAL BY MAYOR

I, the undersigned, being Mayor of the City of Taunton, hereby certify that I approved the foregoing Conservation Restriction to the City of Taunton Conservation Commission pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the General Laws of Massachusetts.

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of Acton has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 2012

Ian A. Bowles
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Ian A. Bowles proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

SEAL

Notary Public

My commission expires: _____

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ACKNOWLEDGEMENT BY THE MA DIVISION OF FISHERIES AND WILDLIFE

This grant of Conservation Restriction set forth above to the City of Taunton acting through its Conservation Commission by Prospect Hill Preserve LLC is acknowledged this _____ day of _____, 2012. The MA Division of Fisheries and Wildlife (DFW) acknowledges the reserved rights and obligations of the Division set forth herein.

_____,
Wayne MacCallum, Director or Jack Buckley

Date: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personally known 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 as _____ of the Commonwealth of Massachusetts Division of Fisheries and Wildlife.

SEAL

Notary Public

My commission expires: _____

Exhibit A

Subordination of Mortgage

I/we, _____, Present holder(s) of a mortgage on property located at _____ Massachusetts ("Premises") from _____ to _____ dated _____ and recorded with _____ Registry of Deeds in Book _____, Page _____, filed with _____ County Registry District hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering all/a portion of the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said _____ has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____ its _____ this _____ day of _____, 2012.

by:
_____, 2012

[Attach acknowledgement certificate here]

COMMONWEALTH OF MASSACHUSETTS

, ss:

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:



BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL

940 COUNTY STREET, TAUNTON, MASSACHUSETTS 02780-3799

Berkley • Bridgewater • Middleborough • Raynham • Taunton

www.bptech.org

19.

RICHARD W. GROSS, Ed.D.
Superintendent

Telephone 508-823-5151 Ext. 125

Fax 508-880-7287

E-mail: rgross@bptech.org

June 29, 2012

Rose Marie Blackwell, City Clerk
City of Taunton
141 Oak Street
Taunton, MA 02780

Dear Ms. Blackwell:

In response to your request, the most recent copy of approved minutes will be available for pick up at this office during regular business hours.

Respectfully,

Richard W. Gross, Ed.D.
Superintendent

sec



Accredited by the New England Association of Schools & Colleges

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City of Taunton, Massachusetts
**DEPARTMENT OF
PLANNING AND CONSERVATION**

*15 Summer Street
Taunton, Massachusetts 02780*

*Kevin R Scanlon, Director/ Planner AICP
Michele Restino, Conservation Agent*

*Phone 508-821-1051, 508-821-1043
Phone 508-821-1095 Fax 508-821-1665
www.ci.taunton.ma.us*

July 18, 2012

Honorable Thomas C Hoye, Mayor
Municipal Council
141 Oak Street
Taunton, Ma 02780

RE: Barstows Dam

Dear Mayor Hoye and Council Members,

At the July 17, 2012 meeting of the Municipal Council I was requested to explore the process to extend the deadline for the comment period for Removal of the Barstows Pond Dam. The process is for the Municipal Council to send in a letter during the comment period requesting an adjudicatory hearing to be held on the matter. This would hold up the processing of the application and allow the Municipal Council's questions to be answered. It should be noted that the Conservation Commission has approved this project (NOI SE73-2500). I have included a copy of the Order of Conditions and the Conservation Agent's field report which provides an overview of the project and alternatives.

If you have any additional questions, please contact me at 508-821-1051.

Sincerely,

Kevin R Scanlon,
Director AICP

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City Clerk's Office

From: Kevin Scanlon <kscanlon@tmlp.net>
Sent: Wednesday, July 18, 2012 1:43 PM
To: 'Kevin Scanlon'; dlcleary1@verizon.net; admin@hanlonlawoffice.com; 'Taunton City Clerk'
Cc: oecdeddir@tmlp.net
Subject: RE: barstows dam removal

Rosie,

Please add this email to the letter and packet I delivered this morning.

I spoke with Carlos Fragata at Mass DEP. The notice that the City received is not a valid proper notice that officially triggers the 15 day comment period. That notice will be in the newspaper in the next week or so. Once that add is in the paper, the 15 day comment period starts and the only way to extend it at that time would be by requesting a public hearing. So, there is plenty of time for the Council to determine whether a letter needs to be sent. The deadline is NOT the 21st. but rather will be 15 days from the first day the ad is in the paper and that hasn't happened yet.

*Kevin R Scanlon, Director
Planning and Conservation Department
15 Summer Street
Taunton, Ma 02780
508-821-1051 phone
508-821-1665 fax
kscanlon@tmlp.net*

22. CLEM
2500

DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATERWAYS REGULATION PROGRAM

Notice of Permit Application Pursuant to M.G.L. Chapter 91
Taunton Development Corporation

NOTIFICATION DATE: July 6, 2012 / 15 Days = 21 July, 2012

Public notice is hereby given of the waterways application by the Taunton Development Corporation, 40 Summer St., Taunton, MA 02780, for removal of Barstowe's Pond Dam at Middleboro Avenue on the Cotley River in Taunton and perform maintenance dredging in and over the waters of the Cotley River. The proposed project has been determined to be water-dependent and is not located within an Area of Critical Environmental Concern.

The Department will consider all written comments on this Waterways application received within 15 days subsequent to the "Notification Date". Failure of any aggrieved person, group of ten citizens or more, or a municipality to submit written comments to the Waterways Regulation Program by the Public Comments Deadline will result in the waiver of any right to an adjudicatory hearing in accordance with 310 CMR 9.13(4)(c). A public hearing may be held upon the request of a municipal official.



Additional information regarding this application may be obtained by contacting the Waterways Regulation Program at (508) 946-2748. Project plans and documents for this application are on file with the Waterways Regulation Program for public viewing, by appointment only, at the address below.

Written comments must be addressed to: Carlos T.B. Fragata, Environmental Analyst, DEP Waterways Regulation Program, 20 Riverside Drive, Lakeville, MA 02347

ASK if we can have
an extension of the June 21,
Deadline Date.

Keep Please inform me
of the outcome today -

Ty Rosie

2012 JUL 18 3 10 PM
2012 JUL 18 3 10 PM



Taunton Conservation Commission

15 Summer Street
Taunton, MA 02780
Tel. 508-821-1095
Fax 508-821-1655
www.tauntongreenpage.com

FIELD REPORT

SITE: Middleboro Avenue, SE 73-2500
DATE: May 4, 2012
PURPOSE: Notice of Intent

This project is for the removal of Barstowe's Pond Dam and restoration of the Cotley River in the vicinity of the dam. According to Office of Dam Safety, this dam is classified as a Significant Hazard Poor-Condition dam which is owned by the Taunton Development.

Barstowe's Pond Dam is made up of a 57-foot long earthen embankment, a 30-foot long timber crib spillway, and a 5-foot long sluiceway and is 7.3 feet in height. This dam was historically used as a mill dam but over time has fallen into disrepair. From the dam, the Cotley River flows under Middleboro Avenue through a concrete culvert that is in good shape.

In the spring of 2010, a number of boards were removed from the sluiceway to lower the water level and thus reduce the pressure on the dam. Since then a river channel has formed within the impoundment area. Photos in the file show that in the summer the newly exposed areas are vegetated with a number of native wetland species.

The Applicant did an Alternatives Analysis where four alternatives were explored. One alternative was to do nothing. This alternative is not feasible because of the designation by Dam Safety and the requirement that the dam either be repaired or removed. A second alternative was to repair the dam. This alternative would require the dismantling and rebuilding of the structure which would be a substantial cost to the owner. This alternative would continue to limit fish passage, reduce the water quality of the river, and would be a liability for the dam owner. The third alternative was to remove the dam with active removal of impounded sediment. This alternative would include all of the design elements of the preferred alternative but would continue channel and bank construction up to the railroad bridge. The sediment would be actively removed and either spread throughout the floodplain or reused in the upland portions of the owner's property. This was not chosen as sediment is a natural part of river function. This sediment is relatively uncontaminated and the Taunton River, which is the receiving waters for the Cotley River, can transport the sands and silts that are transported by the Cotley River. In addition, to use of heavy vehicles would alter the current floodplain.

The preferred alternative is what is proposed by the Applicant. This alternative calls for dam removal with downstream release of impounded sediment. This involves the least amount of disturbance to the floodplain and will improve fish passage, water quality, and in-stream habitat. This project will involve removing the wooden spillway, sluiceway, and earthen berm so that the

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existing floodplain on the downstream side matches the elevation of the constructed floodplain on the upstream side of the dam.

The work will involve building a channel and channel banks from about 150 feet upstream of the dam to the site of the dam. The gravel and cobbles (about 800 cubic yards of the impounded sediment) accumulated on the upstream face of the dam will be re-used to construct the channel bed as well as the rock toe at the base of the channel which will help stabilize the banks and decrease the amount of material removed from the site.

There are about 5,200 cubic yards of impounded sediment within the proposed channel alignment upstream of the dam that will need to be managed during the removal of the dam. As stated above, 800 cubic yards will be used on the channel and channel banks. The soil samples indicated low levels of contamination as follows:

- No samples exceeded MA. Contingency Plan soil standards under category 1 – unrestricted use, Probable Effects Concentrations, or Toxicity Characteristic Leaching Procedure thresholds;
- Concentrations of PCBs, PAHs, lead, chromium, copper, and mercury in the impoundments were lower than those near the mouth of the Taunton River.

The engineers reviewed the sediment results and the passive downstream release of these sediments as a possible sediment management alternative. Of the 4400 cubic yards (approximately 8740 tons) of impounded sediment expected to be mobilized, this would amount to 2.2% of the annual suspended sediment load of the Taunton River. The finer material would be mobilized as suspended sediment while the coarser material would be mobilized as bed load.

It is believed that passive rather than active movement of the impounded sediments would be the best option because they are relatively clean; the volume mobilized annually would be a very small percentage of the total suspended solid load of the Taunton River; heavy equipment would have negative impacts on the exposed wetlands that they would need to cross, disturbing more land and wetland; and with the drawdown of the impoundment, the exposed sediments would be relatively dry and may not cause additional erosion and transport.

This project will result in a permanent change to the project site. The impoundment will be changed to a free-flowing river with associated floodplains. Land under water will be converted to bordering vegetated wetland and floodplain. This project will not impact Areas of Critical Environmental Concern (ACEC) or Outstanding Resource Waters, and it does not occur within a Priority or Estimated Habitat for Rare Species. This project will improve water quality, fish passage, and in-stream habitat.

I recommend that the Taunton Conservation Commission approve this project and issue an Order of Conditions to include the attached Special Conditions.

Respectfully,



Michele Restino
Conservation Agent

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SE73-2500
massdep file number:

edep transaction #
Taunton
city/town

a. general information

from: Taunton
1. conservation commission

2. This issuance is for (check one): a. Order of Conditions b. Amended Order of Conditions

3. to: applicant:
Taunton Development Corporation
a. first name _____ b. last name _____ c. organization _____
40 Summer Street
d. mailing address _____
Taunton MA 02780
e. city/town _____ f. state _____ g. zip code _____

4. property owner (if different from applicant):
Taunton Development Corporation
a. first name _____ b. last name _____ c. organization _____
40 Summer Street
d. mailing address _____
Taunton MA 02780
e. city/town _____ f. state _____ g. zip code _____

5. project location:
Middleboro Avenue Taunton
a. street address _____ b. city/town _____
94 156
c. assessors map/plat number _____ d. parcel/lot number _____
latitude and longitude: _____ d m s _____ d m s
e. latitude _____ f. longitude _____



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A. General Information (cont.)

6. property recorded at the registry of deeds for (attach additional information if more than one parcel):

Bristol	_____	_____
a. county	b. certificate (if registered land)	
56	34	
c. book	d. page	

7. dates:	04/17/2012	06/04/2012	06/07/2012
	a. date notice of intent filed	b. date public hearing closed	c. date of issuance

8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):

Barstowe's Pond Restoration

a. plan title	_____
Inter-Fluve, Inc.	
b. prepared by	c. signed and stamped by
04/13/2012	_____
d. final revision date	e. scale
_____	_____
f. additional plan or document title	g. date

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:

Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:

- | | | |
|---|--|--|
| a. <input type="checkbox"/> Public Water Supply | b. <input type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input type="checkbox"/> Fisheries | f. <input type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |

2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



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B. Findings (cont.)

Denied because:

- b. the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
- 3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland resource area specified in 310 CMR 10.02(1)(a)

a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	7,304 a. linear feet	7,304 b. linear feet	6,400 c. linear feet	6,400 d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	104,544 a. square feet	104,544 b. square feet	561,924 c. square feet	561,924 d. square feet
6. <input checked="" type="checkbox"/> Land Under Waterbodies and Waterways	518,364 a. square feet	518,364 b. square feet	60,984 c. square feet	60,984 d. square feet
	797 e. cu.yd dredged	797 f. cu.yd dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	535,788 a. square feet	535,788 b. square feet	410,335 c. square feet	410,335 d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		
Cubic Feet Flood Storage	c. square feet	d. square feet	e. cubic feet	f. cubic feet
9. <input checked="" type="checkbox"/> Riverfront area	1,258,884 a. total sq. fee	1,258,884 b. total sq. fee		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet



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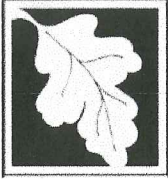
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B. Findings (cont.)

Coastal Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
10. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
11. <input type="checkbox"/> Land Under the Ocean	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. cu.yd dredged	d. cu.yd dredged		
12. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
13. <input type="checkbox"/> Coastal Beaches	_____	_____	_____	_____
	a. square feet	b. square feet	c. c/y nourishment.	d. c/y nourishment.
14. <input type="checkbox"/> Coastal Dunes	_____	_____	_____	_____
	a. square feet	b. square feet	c. c/y nourishment.	d. c/y nourishment.
15. <input type="checkbox"/> Coastal Banks	_____	_____		
	a. linear feet	b. linear feet		
16. <input type="checkbox"/> Rocky Intertidal Shores	_____	_____		
	a. square feet	b. square feet		
17. <input type="checkbox"/> Salt Marshes	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
18. <input type="checkbox"/> Land Under Salt Ponds	_____	_____		
	a. square feet	b. square feet		
	_____	_____		
	c. cu.yd dredged	d. cu.yd dredged		
19. <input type="checkbox"/> Land Containing Shellfish	_____	_____	_____	_____
	a. square feet	b. square feet	c. square feet	d. square feet
20. <input type="checkbox"/> Fish Runs	Indicate size under Coastal Banks, inland Bank, Land Under the Ocean, and/or inland Land Under Waterbodies and Waterways, above			
	_____	_____		
	a. cu.yd dredged	b. cu.yd dredged		
21. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	_____	_____		
	a. square feet	b. square feet		



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*#22 If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c (BVW) or B.17.c (Salt Marsh) above please enter the additional amount here

B. Findings (cont.)

22. Restoration / Enhancement

_____ a. square feet of bvw

_____ b. square feet of salt marsh

23. Stream Crossing(s)

_____ a. number of new stream crossings

_____ b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects.

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not extend the issuance date of the original Final Order of Conditions and the Order will expire on _____ unless extended in writing by the Department.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work.
10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

"Massachusetts Department of Environmental Protection" [or, "MassDEP"]
"File Number _____"
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before MassDEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. **The work associated with this Order (the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to the Stormwater Standards, then the project is subject to the following conditions:**

a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Construction General Permit as required by Stormwater Condition 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that:

- i. all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures;
- ii. as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized;
- iii. any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10;
- iv. all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition;
- v. any vegetation associated with post-construction BMPs is suitably established to withstand erosion.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 18(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement) for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollution Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 18(f) through 18(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 18(f) through 18(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.



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C. General Conditions Under Massachusetts Wetlands Protection Act (cont.)

g) The responsible party shall:

1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.

k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.

l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld.

Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions (if you need more space for additional conditions, please attach a text document):



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D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No

2. The Taunton hereby finds (check one that applies):

Conservation Commission

a. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

1. Municipal Ordinance or Bylaw

2. Citation

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order of Conditions is issued.

b. that the following additional conditions are necessary to comply with a municipal ordinance or bylaw:

Taunton Conservation Ordinance

Chapter 16, Sections 30-38

1. Municipal Ordinance or Bylaw

2. Citation

3. The Commission orders that all work shall be performed in accordance with the following conditions and with the Notice of Intent referenced above. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, the conditions shall control.

The special conditions relating to municipal ordinance or bylaw are as follows

See page 13

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E. Signatures

This Order is valid for three years, unless otherwise specified as a special condition pursuant to General Conditions #4, from the date of issuance.

Please indicate the number of members who will sign this form.

This Order must be signed by a majority of the Conservation Commission.

The Order must be mailed by certified mail (return receipt requested) or hand delivered to the applicant. A copy also must be mailed or hand delivered at the same time to the appropriate Department of Environmental Protection Regional Office, if not filing electronically, and the property owner, if different from applicant.

6/7/12
1. Date of Issuance
5
2. Number of Signers

Signatures:

[Signature]
[Signature]
[Signature]
6/4/12 E. Jan
Mark [Signature]

by hand delivery on

by certified mail, return receipt requested, on

Date

Date

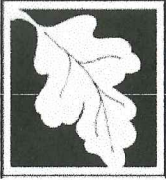
6/7/12

F. Appeals

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request of Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appelliant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

The request shall state clearly and concisely the objections to the Order which is being appealed and how the Order does not contribute to the protection of the interests identified in the Massachusetts Wetlands Protection Act (M.G.L. c. 131, § 40); and is inconsistent with the wetlands regulations (310 CMR 10.00). To the extent that the Order is based on a municipal ordinance or bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.



Massachusetts Department of Environmental Protection
 Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

36

by massdep
 SE73-2500
 massdep file number:
 edep transaction #
 Taunton
 city/town

G. Recording Information

Prior to commencement of work, this Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

Taunton

Conservation Commission

Detach on dotted line, have stamped by the Registry of Deeds and submit to the Conservation Commission.

To:

Taunton

Conservation Commission

Please be advised that the Order of Conditions for the Project at:

Middleboro Avenue

Taunton

Project Location

SE73-2500

MASS DEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

06/07/2012

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

37.

vided by massdep
500
massdep file number:
edep transaction #
Taunton
city/town

Special Conditions

SC1 – Any change in the plans or any change in construction from the proposed plans shall require the Applicant to file a notice of project change with this Commission via a written inquiry as to whether the change is significant enough to require filing an amendment or a new Notice of Intent. If a minor/insignificant revision, no meeting will be required. Should the house footprint be changed without permission, or found by TCC to be changed in any way from the approved plan, all work shall immediately cease until approved by the TCC. Noncompliance with this condition shall automatically stop any permit process by this office for this Applicant.

SC2 – A copy of this Order of Conditions and the Plans of Record shall be available on site at all times until the project is completed.

SC3 – Best management practices as referenced by the Commission and the City Engineer shall be used to prevent any form of flooding to adjacent properties, wetlands, or watersheds as a result of this project's work. The Applicant shall be fully responsible for any damage due to improper construction or poor engineering on the site, and shall take immediate steps to correct any flooding problems resulting from work on this project. Corrective measures shall be approved by this Commission on an emergency basis if needed.

SC4 – Any debris, fill, or excavated material shall be stockpiled on the upland side of the siltation barriers and at a location which prevents sediment from entering the wetlands.

SC5 – All disturbed areas on this site shall be permanently stabilized either by sodding, loaming and seeding, loaming and hydro-seeding, mulching and planting, or by stone placement or other method approved by the Commission. Vegetative or other site stabilization must be uniform and complete before a final Certificate of Compliance is issued.

SC16 - TCC to be notified when ownership of the property changes.

SC17 - New owners to made aware of the Order of Conditions.

SC19 – Siltation barrier to be installed and inspected prior to construction.

SC20 - Ongoing maintenance for all conservation structures.

SC21 - Evidence of recording within 40 days of issuance.

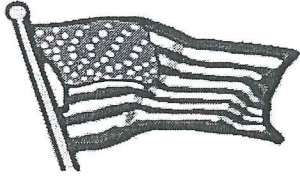
SC25 – The Applicant shall notify this Commission in writing of the name, address, business and home telephone numbers of the Project Supervisor and/or Contractor who shall be responsible for ensuring compliance with this Order, and who shall notify this Commission in writing at least three (3) days before any activity commences on the project site.

SC26 – A CD with a PDF file of the plans should be submitted prior to the release of the Order of Conditions.

SC27 – A CD with a PDF file of the AS-Built plan should be submitted when submitting a Request for Certificate of Compliance.

SC28 - Habitat and clearing plan before proceeding with construction.

SC29 - Site visit on June 18,2012 at 5pm.



RECEIVED
CITY CLERK'S OFFICE

2012 JUL 19 P 2:52

TAUNTON, MA

CITY CLERK

JULY 24, 2012

HONORABLE THOMAS C. HOYE, JR., MAYOR
COUNCIL PRESIDENT RYAN C. COLTON
AND MEMBERS OF THE MUNICIPAL COUNCIL

PLEASE NOTE:

THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR **TUESDAY, JULY 24, 2012 AT 5:30 P.M. AT THE TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780, IN THE CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS**

5:30 P.M.

THE COMMITTEE ON FINANCE & SALARIES

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW MATTERS IN FILE

PLEASE NOTE:

A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING

RESPECTFULLY,

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES