

## Selectmen's Meeting Minutes 6/6/11

### Board of Selectmen Meeting Minutes 6/6/11

The Easton Board of Selectmen met this evening at the Easton Town Offices, Selectmen's Office, 136 Elm Street, with Chair Colleen Corona presiding.

Members present: Colleen Corona, Ellen Barlow, Sean Noonan, Dan Murphy, Todd Gornstein and Town Administrator David Colton

Corona called the meeting to order at 7pm and noted that this meeting is televised.

#### One day liquor license requests

Applicant Walter Mirrione and Tim Sivard were present and explained the fundraising event for the Crohn's & Colitis Foundation of America on 6/17/11 5pm to midnight at the Oakes Ames Memorial Hall. Tickets are \$100.

**Voted:** (Barlow/Noonan) voted unanimously to approve the one all alcohol license as requested

#### *Friends of the Ames Free Library*

Representative of the Library, Marion Wingfield was present and explained the fundraiser event proposed on 6/10/11 7pm to 10pm at the Queset House.

**Voted:** (Noonan/Murphy) voted unanimously to approve the one day beer and wine license as requested

#### *Stonehill College Inc.*

**Voted:** (Barlow/Gornstein) voted unanimously to approve a one day beer and wine license for the NEACAC Concert to be held at the Ames Sports Complex on June 9, 2011 from 7pm – 10pm

#### Jamess Inc dba Loco – 520 Foundry Street – request to change hours of liquors sales on Sunday mornings

Corona recused herself and left the room at 7:05pm.

Loco Owner James Messinger was present and explained his proposal to serve alcohol during brunch on Sundays. Barlow explained that town meeting voted to approve extended hours for liquor sales on Sundays beginning at 10am.

**Voted:** (Noonan/Murphy) voted unanimously to approve the sales of alcohol for Loco at 10am on Sundays

Corona returned at this point of the meeting. (7:10pm)

#### 2011 Re-Precincting Plan and Map – Town of Easton

Town Clerk Jeremy Gillis was present to explain the proposed plan to make minor changes in the Town's precincts.

Corona asked what happens after acceptance of the change in precincts. Gillis noted the citizens affected by the change will be notified.

Murphy asked how many people will be affected. Gillis suggested a few hundred.

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Barlow asked of the status of the state redistricting. Gillis state we haven't heard yet. Corona suggested we should put this on a future agenda and bring our state legislatures here to talk about this.

**Voted:** (Barlow/Noonan) voted unanimously to accept as presented by the Town Clerk, the 2011 Re-Precincting Plan for the Town of Easton including the enclosed map, legal description and block listings

### Discussion re: South Coast Rail Mitigation

Planning Director Brad Washburn was present. Washburn referenced the comment letter he submitted on the Town's behalf with respect to the South Coast Rail mitigation. Corona confirmed that the deadline was not extended. The Board noted the final letter was very comprehensive. The Board discussed the process with the state from this point forward.

### Discussion re: Agricultural Steering Committee

Corona noted the process of the Attorney General approving the Agricultural Commission Bylaw and the fact that it could take up to 60 days for approval. Land Use Agent Stephanie Danielson asked if the Steering Committee could continue their work until the committee is appointed. Corona noted that many of the steering committee members will be asking to be appointed to the permanent committee.

**Voted:** (Noonan/Barlow) voted unanimously to allow the Steering Committee to continue their work

### North Easton Village Revitalization Project

Town Administrator David Colton spoke of the North Easton Village Revitalization Program. See the attached information. The Shovel Works project was discussed as well as the wastewater treatment facility and sewer collection system. All the water mains in the village will be replaced. Parking, pedestrian access and ascetics (overhead wires) are the next areas for improvements. The Shovel Works public/private partnership were discussed. The sewer project is part of the town's 20 year plan and will have state of the art wastewater treatment facility. Streetscape improvements were discussed and examples of other communities were shown. We are looking to expand public parking in the rear of Main Street and he spoke of applying for a \$1 million grant to fund this.

The next steps were discussed including design contract to streetscape improvements, public participation, wastewater plan bid, Shovel Works transition to Beacon ownership, application for the Massworks grant, construction of wastewater treatment facility and the sewer collection system.

In closing, Colton hopes that people see that the Shovel Works project is not just about apartments, but also about transferring the good work all through the village section of town.

Barlow referenced the work done 15 years ago and nothing moved forward and suggested it is refreshing to see that this may happen.

Corona noted that the wires overhead on Main Street was always something that bothered her and suggested now is the time to do this and the timing is right for this process. Colton agreed that because we are doing affordable housing, economic development, it makes us more likely to be eligible for grant funding. Colton confirmed that the wires will stay on the right side of the street but not strung over across the street. It would be too expensive to remove all the wires. Murphy suggested that this information be put on the website.

The Board thanked Colton for the presentation.

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### Vote for Useful Life of Departmental Equipment

Corona explained if the bonding is for more than five years, it requires this type of vote.

**Voted:** (Noonan/Murphy) voted unanimously that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the \$410,000 borrowing authorized by the vote of the Town passed May 16, 2011 (Article 26) is hereby determined pursuant to G.L. c.44, §7(9) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
Fire Department Ambulance	\$225,000	10 Years
DPW -1 Ton Dump Truck with Plow	40,000	7 Years
DPW -Pickup Truck with Plow	35,000	7 Years
DPW -Paving Vibratory Roller	15,000	7 Years
School SPED Van	47,000	7 Years
Board of Health Vehicle	20,000	7 Years
Police -Unmarked Cruiser	24,000	7 Years
Police -Animal Control Van	26,000	7 Years

### Award of Contract Proposal to Comstar – Ambulance Service

Colton explained the three year contract is up and Comstar was the only bidder. We currently pay them 4% and the new bid is 3.5%. Colton confirmed they will be doing all the ambulance billing.

**Voted:** (Barlow/Gornstein) voted unanimously to award the contract to Comstar

### Southeastern Regional Services Group (SERSG)– Award of DPW Supplies FY'12

Corona referenced the list of DPW supplies as suggested by SERSG.

Noonan asked about the few items with no bidders. Colton noted when there are no bidders you need to obtain quotes.

**Voted:** (Noonan/Barlow) voted unanimously to approve the DPW Supplies for FY12

### Waste Management Inc., - Contract amendment #1

Colton referenced the contract amendment which will allow the new recycling service and as a result, all subscribers will receive a new bin – 96 gallon cart. The pickup will still be bi-weekly and the collection will be automated. They are also adding a twice a year bulky item pickup. Colton noted this is the fifth consecutive year without a rate increase.

Noonan asked about the responsibility of shipping the carts. Corona noted the smaller totes were delivered when the program first started. Colton noted the company we are buying the carts from will be delivering the carts and this cost will be absorbed by the town's trash program.

**Voted:** (Noonan/Barlow) voted unanimously to approve the contract amendment #1 for Waste Management

### Award of Contract to Cascade Cart Solutions – recycling carts for the Town trash program

\$152,400

Colton noted the purchase of 3,000 carts and with hopes of obtaining new subscribers. He explained how the carts will be purchased through the town program; there will be no change to the subscribers.

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Gornstein asked specifically about the bulky item pickup. Colton state that information will follow and clarified that the pickup will not include refrigerators and televisions. Colton noted a flier will be sent to the subscribers in the next bill.

**Voted:** (Nolan/Barlow) voted unanimously to approve the contract for the carts with Cascade Cart Solutions

### **Liquor & Common Victualler License Revocation Hearing – Thai Roong Reung dba Thailand Restaurant – 574 Washington Street, Easton, MA**

Barlow read the notice of hearing into the record. Colton noted the restaurant went out of business and they finally returned their license.

**Voted:** (Corona/Barlow) voted unanimously to accept the return of the liquor license for the Thailand Restaurant and otherwise cancel and revoke such license along with the Common victualler License for said restaurant

### **Annual Appointments (uncontested)**

Corona referenced the attached list of uncontested appointments. Corona thanked all for requesting reappointment and stepping forward to serve the community

**Voted:** (Noonan/Barlow) voted unanimously by roll call to appoint the slate as printed in the packet *Gornstein-slate; Murphy-slate; Corona-slate; Barlow-slate; Noonan- slate*

### **Old Colony Elder Services Appointment**

Colton referenced the request to appoint an Easton representative and Dolores Kent is seeking reappointment.

**Voted:** (Noonan/Barlow) voted unanimously by roll call to appoint Kent for a term expiring 6/30/2012 *Gornstein-Kent; Murphy-Kent; Corona-Kent; Barlow-Kent; Noonan-Kent*

### **Approval of Shovel Works Conservation Restriction**

Town Administrator David Colton referenced the proposed conservation restriction to be placed on the Shovel Works property, to provide for open space areas available for public use; this is the same document approved by vote of the May 16th town meeting. This is one of the many documents necessary for the real estate closing for Shovel Works. Ms. Corona noted this restriction has been approved as to form by Special Counsel Rebecca Lee and the Board would just be approving the form; the Conservation Restriction doesn't go into effect right away but rather, will be effective once the Shovel Works project is completed.

**Voted:** (Barlow/ Murphy) voted unanimously to approve the restriction as presented

### **Reappointment of Special Police Officers**

Corona referenced the proposed list of special officer reappointments as submitted by the Chief of Police. See the attached list now referenced as the slate.

**Voted:** (Gornstein/Barlow) voted unanimously by roll call to appoint the slate *Gornstein-slate; Murphy-slate; Corona-slate; Barlow-slate; Noonan-slate*

### **Support letter for Pro-Home, Inc.**

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Corona referenced the request from Pro-Home for a support letter to continue their work in assisting Easton residents with respect to affordable housing needs.

Noonan asked if Pro-Home has done counseling in Easton. Corona noted as needed, they are outreaching more than before as they have not been receiving a lot of requests from Easton residents. Colton noted that this information is available on the town's website under the planning section. Corona reiterated that they provide homebuyer assistance. The Board discussed foreclosure rates and the impact on Easton residents, unemployment was discussed.

**Voted:** (Barlow/Murphy) voted unanimously to approve the draft support letter for Pro-Home

### Minutes

**Voted:** (Noonan/Barlow) voted unanimously to approve general minutes dated 4/11/11

**Voted:** (Barlow/Noonan) voted unanimously to approve general minutes dated 5/16/11

### Town Administrator Notes

Colton asked the Board to consider an update on collective bargaining at the next meeting.

### Press notes

Susan Weinstein asked the process if someone were to become interested in applying for the liquor license recently returned by the Thailand Restaurant. Corona explained the process if someone wants to apply. Colton noted the determining factor in getting a restaurant alcohol license is the requirement for the restaurant to have an adequate septic system.

### Selectmen's notes

Corona commended Easton's veterans' organization for the great parade event held on Memorial Day. Corona also thanked the Easton Firefighters that went out to western Massachusetts to help with the aftermath of the tornado.

**Voted:** (Noonan/Barlow) voted unanimously to adjourn (7:55pm)

*Respectfully submitted,*

*Mary Southworth*

### ***List of Documents and Other Exhibits Used:***

- Agenda Notes
- Loc0 - request to change hours of Sunday liquor sales
- Town Clerk memo re: Re-precincting
- South Coast Rail comment letter
- Vote for useful life of departmental equipment
- Ambulance billing contract – request to approve contract with Comstar
- FY12 Southeastern Regional Services Group DPW Supplies
- Waste Management Contract Amendment #1
- Annual Appointment advertisement
- Annual Appointments – uncontested
- Annual Appointment volunteer forms

*Approved  
7/6/11*

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Constable applications

Conservation Restriction and Easement – BC Shovel Works, LLC

Recommendation of Special Police Officer Appointments= FY12

Pro-Home, Inc – request for support letter and sample letter

Selectmen's minutes 4/11/11

Selectmen's minutes 5/16/11

Notice of Hearing – Thai Roong Reung, Inc dba Thailand Restaurant – 574 Washington Street, Easton



Town of Easton  
Office of the Town Clerk  
136 Elm Street  
Easton, MA 02356

Phone (508) 230-0530  
Fax (508) 230-0539

Jeremy P Gillis, CMC , Town Clerk

May 22, 2011

TO: Board of Selectmen, Town Administrator Colton

RE: Re-Precincting

The law requires that legislative districts be redrawn on a periodic basis so that shifts in population will neither unfairly increase nor diminish a particular voter's voice in government. Every ten years, the legislature and local governments must re-draw boundaries that take into consideration population, communities of interest, and state and federal constitutional requirements, amongst others. The government may not unfairly dilute minority voting strength, nor may it make race the predominant factor in redistricting absent a compelling state interest. The Massachusetts Constitution requires that districts be formed with "as nearly as may be" an equal number of "inhabitants" as determined by the federal census. Municipalities themselves have the initial responsibility of establishing ward and precinct boundaries, which become the building blocks in determining legislative and local government districts.

A precinct is the smallest geographically bounded unit used for state election purposes

After obtaining the necessary local approval, each city and town must submit their plans, including maps, population information and a legal description of the boundaries of each ward and precinct, to the Secretary of the Commonwealth who thereafter makes this information and material available to an independent commission known as the Local Election District Review Commission (LEDRC)..

Please find attached the legal description and census block data (population information) requiring your approval. I have the updated map in my office for viewing and will have it available on the night of your vote.

Respectfully Yours,

  
Jeremy P Gillis, CMC

## **Easton Town**

### **Precinct 1**

All of that portion of Easton Town bounded and described as follows: Beginning at the point of intersection of the Norfolk/Bristol county line and N Main St, and proceeding easterly along the Norfolk/Bristol county line to the Plymouth/Bristol county line, and proceeding southerly along the Plymouth/Bristol county line to Belmont St, and proceeding westerly along Belmont St to Stonehill College Rd, and proceeding northerly along Stonehill College Rd to private unnamed road owned by Stonehill College, and proceeding westerly along private unnamed road owned by Stonehill College to Washington St, and proceeding northerly along Washington St to Elm St, and proceeding westerly along Elm St to Whitman Brk, and proceeding westerly along Whitman Brk to N Main St, and proceeding northerly along N Main St to the point of beginning.

### **Precinct 2**

All of that portion of Easton Town bounded and described as follows: Beginning at the point of intersection of Summer St and Black Brook Rd, and proceeding easterly along Summer St to Sheridan St, and proceeding northerly along Sheridan St to Day St, and proceeding northerly along Day St to Lincoln St, and proceeding easterly along Lincoln St to Barrows St, and proceeding northerly along Barrows St to Main St, and proceeding northerly along Main St to N Main St, and proceeding northerly along N Main St to Whitman Brk, and proceeding easterly along Whitman Brk to Elm St, and proceeding easterly along Elm St to Washington St, and proceeding southerly along Washington St to Central St, and proceeding southerly along Central St to Depot St, and proceeding westerly along Depot St to Black Brook Rd, and proceeding northerly along Black Brook Rd to the point of beginning.

### **Precinct 3**

All of that portion of Easton Town bounded and described as follows: Beginning at the point of intersection of Depot St and Penn Central RR, and proceeding easterly along Depot St to Central St, and proceeding northerly along Central St to Washington St, and proceeding northerly along Washington St to private unnamed road owned by Stonehill College, and proceeding easterly along private unnamed road owned by Stonehill College to Stonehill College Rd, and proceeding southerly along Stonehill College Rd to Belmont St, and proceeding northerly along Belmont St to the Plymouth/Bristol county line, and proceeding southerly along the Plymouth/Bristol county line to the Raynham/Easton town line, and proceeding westerly along the Raynham/Easton town line to New York New Haven and Hartford RR, and proceeding northerly along New York New Haven and Hartford RR to Penn Central RR, and proceeding northerly along Penn Central RR to the point of beginning.

### **Precinct 4**

All of that portion of Easton Town bounded and described as follows: Beginning at the point of intersection of the Norfolk/Bristol county line and the Mansfield/Easton town line, and proceeding easterly along the Norfolk/Bristol county line to N Main St, and

proceeding southerly along N Main St to Main St, and proceeding southerly along Main St to Barrows St, and proceeding southerly along Barrows St to Lincoln St, and proceeding westerly along Lincoln St to Day St, and proceeding southerly along Day St to Sheridan St, and proceeding southerly along Sheridan St to Summer St, and proceeding westerly along Summer St to Bay Rd, and proceeding northerly along Bay Rd to Rockland St, and proceeding westerly along Rockland St to Mill St, and proceeding southerly along Mill St to the Mansfield/Easton town line, and proceeding northerly along the Mansfield/Easton town line to the point of beginning.

#### Precinct 5

All of that portion of Easton Town bounded and described as follows: Beginning at the point of intersection of Mill St and the Mansfield/Easton town line, and proceeding northerly along Mill St to Rockland St, and proceeding easterly along Rockland St to Bay Rd, and proceeding southerly along Bay Rd to Summer St, and proceeding easterly along Summer St to Black Brook Rd, and proceeding southerly along Black Brook Rd to Depot St, and proceeding westerly along Depot St to Cross St, and proceeding westerly along Cross St to Bay Rd, and proceeding southerly along Bay Rd to Foundry St, and proceeding westerly along Foundry St to Old Foundry St, and proceeding westerly along Old Foundry St to Norton Ave, and proceeding westerly along Norton Ave to Pinebrook Ln, and proceeding northerly along Pinebrook Ln to Hilltop Ln, and proceeding westerly along Hilltop Ln to the Mansfield/Easton town line, and proceeding northerly along the Mansfield/Easton town line to the point of beginning.

#### Precinct 6

All of that portion of Easton Town bounded and described as follows: Beginning at the point of intersection of Hilltop Ln and the Mansfield/Easton town line, and proceeding easterly along Hilltop Ln to Pinebrook Ln, and proceeding southerly along Pinebrook Ln to Norton Ave, and proceeding easterly along Norton Ave to Old Foundry St, and proceeding easterly along Old Foundry St to Foundry St, and proceeding northerly along Foundry St to Bay Rd, and proceeding northerly along Bay Rd to Cross St, and proceeding easterly along Cross St to Depot St, and proceeding easterly along Depot St to Penn Central RR, and proceeding southerly along Penn Central RR to New York New Haven and Hartford RR, and proceeding southerly along New York New Haven and Hartford RR to the Raynham/Easton town line, and proceeding westerly along the Raynham/Easton town line to the Taunton/Easton city/town line, and proceeding westerly along the Taunton/Easton city/town line to the Norton/Easton town line, and proceeding westerly along the Norton/Easton town line to the Mansfield/Easton town line, and proceeding northerly along the Mansfield/Easton town line to the point of beginning.

26, 28 and 34 Main Street and 13 Oliver Street, Easton, Massachusetts

**CONSERVATION RESTRICTION AND EASEMENT**  
by  
**BC SHOVEL WORKS LLC**  
in favor of  
**THE TOWN OF EASTON,**  
acting by and through its **BOARD OF SELECTMEN**

This Conservation Restriction and Easement (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by BC SHOVEL WORKS LLC, a Massachusetts limited liability company with a principal place of business c/o Beacon Communities, 100 High Street, 5<sup>th</sup> Floor, Boston, Massachusetts 02110 (together with its successors and assigns as provided herein, "Grantor"), for the benefit of the TOWN OF EASTON, a municipality in the Commonwealth of Massachusetts ("Grantee" or the "Town"), acting by and through the Board of Selectmen of the Town (the "Selectmen") with an address of 136 Elm Street, North Easton, Massachusetts 02356.

**Recitals**

WHEREAS, Grantor has this date acquired certain real property located in North Easton, Massachusetts together with the improvements thereon known as the "Ames Shovel Works," with an address of 26, 28 and 34 Main Street, Easton, Massachusetts, which property is legally described in a deed of even date herewith from Easton Shovel Shop, LLC to Grantor and recorded contemporaneously herewith in the Bristol County Registry of Deeds (Northern District) (the "Registry") (such property, the "Premises"); and

WHEREAS, Grantor will be redeveloping on the Premises, approximately 119 residential units, open space available to the public pursuant to the terms hereof, cultural/historical facilities, and related parking and landscaping improvements (collectively, the "Project"), and the Project has been approved by the Town's Zoning Board of Appeals ("ZBA") and Historical Commission (the "Commission"); and

WHEREAS, the Town wishes to ensure that certain areas within the Premises comprising 1.180± acres, 4.23± acres and 1,472± square feet, respectively, shown as "Open Space Area 1," "Open Space Area 2" and "Open Space Area 3" (collectively, the "Open Space Areas") on the plan entitled "Ames Shovel Works Conservation Restriction and Easement Plan, Easton,

Massachusetts” prepared by Beals and Thomas, dated April 21, 2011 attached hereto as Exhibit A (the “Plan”), as well as the pedestrian paths, the approximate location of which are shown on the Plan (the “Paths”), will be retained and maintained by Grantor forever as open space available to the public as provided herein, and Grantor is also committed to the same; and

WHEREAS, Grantee has agreed to make a loan to Grantor from Town of Easton Community Preservation Act funds to assist in the financing of the Project; and

WHEREAS, in consideration of such loan, Grantor has agreed to grant an easement in gross to Grantee for public access to the Open Space Areas and the Paths; and Grantor has agreed to the imposition of the restrictions, obligations and duties set forth herein, which restrictions, obligations and duties will be binding upon the Premises and upon the successors and assigns of Grantor as the owner of the Premises; and

WHEREAS, pursuant to a May 16, 2011 vote of the Easton Town Meeting (a copy of which is attached hereto as Exhibit B) and a [\_\_\_\_\_, 2011] vote of the Selectmen, Grantee has agreed to acquire the conservation restrictions set forth in this Agreement, subject to the terms and conditions set forth herein; and

WHEREAS, this Agreement is important to the public for the enjoyment and appreciation of passive open space and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, Sections 31-33 (the “Act”); and

WHEREAS, Grantee is a governmental body organized under the laws of the Commonwealth of Massachusetts, and is authorized under the Act to accept conservation restrictions to protect open space available for use by the public.

### **Agreement**

NOW, THEREFORE, in consideration of the recitals and consideration stated above, and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein as if fully re-stated.
2. Grant of Conservation Restriction. Pursuant to the Act, Grantor does hereby voluntarily grant and convey unto Grantee, in gross, to encumber and affect the Premises in perpetuity, (a) the restrictions set forth herein (the “Conservation Restrictions”), and (b) the easement as described herein. These Conservation Restrictions are set forth so as to ensure that the Open Space Areas and the Paths will be conserved forever as open space available to the public as provided herein.
3. Terms and Conditions of the Conservation Restrictions. As a condition of the receipt of the certificate of occupancy for the final building at the Project (the “Completion Date”), Grantor shall grade, plant grass, trees, shrubs and other vegetation, construct structures on, and develop, the Open Space Areas and the Paths substantially in accordance with the Project plans approved by the ZBA and the Commission, as the same may be amended (as so amended, the “Project Plans”). Notwithstanding the foregoing, if solely because of

climatic conditions, such landscape improvements cannot be completed by the Completion Date, then the Grantor shall notify the Grantee thereof and proceed to complete such work by the date that is one hundred fifty (150) days after the Completion Date. Such work shall be deemed completed when inspected by the Grantee or its designee, and confirmed as being in accordance with the Project Plans. From and after the Completion Date, the following actions at the Premises shall be prohibited in the Open Space Areas and the Paths (or shall be subject to Grantee's approval as noted below):

- (a) Construction or placing of any temporary or permanent buildings, roads, billboards or other structures on or above the ground except after review and approval by the Commission, as the designee of Grantee;
- (b) Construction or placing of signs (other than temporary signs requested or approved by the Town Administrator) except after review and approval by the Commission, as the designee of Grantee;
- (c) Dumping or placing of soil or other substances or materials such as landfill, trash, waste or unsightly or offensive materials;
- (d) Removal, replacement or destruction of trees, shrubs or other vegetation (other than in the ordinary course of operating and maintaining the Project) except after review and approval by the Commission, as the designee of Grantee;
- (e) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance except after review and approval by the Commission, as the designee of Grantee;
- (f) Use of the Open Space Areas in any manner detrimental to drainage, flood control, water conservation, erosion control or soil conservation, or other acts detrimental to the conservation of the Open Space Areas and the Paths as open space available to the public; and
- (g) The installation of any exterior feature (including, but not limited to, utility poles or other utility appurtenances, pathways, parking areas and landscaping) that is inconsistent with the Project Plans, except that works of art may be installed after review and approval by the Commission, as the designee of Grantee.

4. **Maintenance of Premises:** Grantor shall be responsible for maintaining the Open Space Areas and the Paths at its sole cost and expense substantially in accordance with the Project Plans and the provisions of this Agreement. In addition, Grantor shall maintain (i) the Open Space Areas in a safe condition, including pruning, (ii) the Paths shown on the Plan in a safe condition, free of snow, ice and debris (excepting certain non-paved Paths as shown on the Plan), and repair and replace the Paths as necessary, and (iii) any structures or exterior features located within the Open Space Areas, as set forth in the Project Plans or otherwise approved by the Commission in accordance with Section 3 hereof, in a good state of repair in accordance with the provisions of the Conservation Restrictions, the Project Plans and this Agreement.

5. Easement. Grantor grants to Grantee and to the general public an easement in gross to pass and repass upon the Open Space Areas for passive recreational purposes and to access the Open Space Areas and Town of Easton public ways using the Paths shown on the Plan. The use by the general public of the Open Space Areas and the Paths may be subject to certain restrictions established by mutual written agreement between Grantor and Grantee (acting by and through the Selectmen) from time to time. The easement granted herein includes, without limitation, the right of Grantee or its designee to enter upon the Open Space Areas and the Paths at all reasonable times to ascertain Grantor's compliance with the terms of this Agreement. If after construction of the Paths and with the consent of the Commission, the actual location of any Path varies in any material respect from the location shown on the Plan, Grantor shall prepare a revised Plan showing the actual location of the Path(s). Upon the Commission's approval thereof, Grantor and Grantee shall execute and deliver a document evidencing the same and Grantor shall record such instrument, together with the approved revised Plan, in the Registry, and deliver a recorded copy thereof to the Commission.
6. Utilities. Grantor may (i) install, maintain, repair, remove and relocate utilities under the Open Space Areas and/or Paths for the purpose of providing utility services to the Project, and (ii) grant easements for such subsurface areas in connection with such utility purposes; provided, however, that (x) such utility services or easements shall not unreasonably interfere with the Conservation Restrictions, and (y) Grantor shall promptly, or cause such utility service providers promptly to, restore the Open Space Areas and/or Paths to the condition and appearance that existed prior to such installation, maintenance, repair, removal, or relocation of utilities.
7. Agreement Runs with the Premises; Assignment.
  - (a) The obligations imposed by this Agreement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Agreement shall be binding upon Grantor and its successors and assigns as owner of the Premises.
  - (b) Anything contained herein to the contrary notwithstanding, an owner of the Premises shall have no obligation pursuant to this Agreement where such owner has ceased to have any ownership interest in the Premises by reason of a bona fide transfer of record (except such claims against such owner as may have arisen prior to the date of such bona fide transfer). The restrictions and covenants contained in this Agreement shall be included by Grantor (by express reference) in any subsequent deed or legal instrument by which Grantor divests itself of either the fee simple interest or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or portion of the Premises, but excluding any residential unit lease with a term of one (1) year or less.
  - (c) Grantee may assign its rights under this Agreement subject to (x) the assignee's assuming in writing, Grantee's powers and obligations hereunder, and (y)

compliance with the provisions of Article 97 of The Constitution of the Commonwealth of Massachusetts, to the extent applicable.

8. Addition to Premises and Open Space Areas. In the event that Grantor acquires, by deed recorded in the Registry, that certain parcel of land shown on the Plan as being now or formerly owned by Massachusetts Electric and being the lot shown as containing 5,470 square feet on that certain plan entitled “Plan of Proposed Lot of Land to be Conveyed to the Brockton Edison Co. from Land of North Easton Company Inc., Oliver St., North Easton” dated May 28, 1959 and attached to that certain deed to Brockton Edison Company recorded with the Registry in Book 1323, Page 263 (the “Additional Parcel”), then as of the date of such acquisition by Grantor, (i) the Additional Parcel shall automatically be deemed to be a part of Open Space Area 1, (ii) the Premises and the Open Space Areas shall automatically be deemed to include the Additional Parcel, and (iii) the Additional Parcel shall be subject to the provisions of this Agreement as a portion of the Premises and the Open Space Areas. Subject to the review and approval of Grantee and the provisions of Section 3 hereof, Grantor shall grade and landscape the Additional Parcel in a fashion similar to that of Open Space Area 1 shown on the Project Plans; provided, however, that if the Additional Parcel is acquired after the grading and landscaping work on Open Space Area 1 has been completed, Grantor shall grade and landscape the Additional Parcel within ninety (90) days after such acquisition, subject to seasonal conditions.
9. Creation of Condominium Regime(s) at Premises. If one or more condominium regimes are created at the Premises in accordance with the provisions of M.G.L. Ch. 183A, as amended from time to time, the Master Deed therefor shall expressly state that such condominium documents, and the rights of the condominium association(s) and unit owners thereunder, shall be subject and subordinate to the provisions of this Agreement and the Conservation Restrictions. Upon the recording of such condominium documents, Grantor shall provide to Grantee (i) a recorded copy thereof, to evidence Grantor’s compliance with the provisions of Section 7(b) and this Section 9, and (ii) notice information for the condominium association succeeding to all or any portion of Grantor’s obligations hereunder.
10. Validity and Severability. The invalidity of the Act or any part thereof shall not affect the validity and enforceability of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
11. Integration. This Agreement reflects the entire agreement of Grantor and Grantee with respect to the matters set forth herein and supersedes all previous agreements of the parties relating thereto.
12. Recording of this Agreement; Certificate of Compliance. Grantor shall record this Agreement with the Registry and provide a recorded copy thereof to Grantee. Upon a written request by Grantor, Grantee shall furnish to Grantor within fifteen (15) business days (being any day that is not a Saturday, Sunday or legal holiday in the Commonwealth of Massachusetts), a certification that to the best of Grantee’s knowledge, if the same is

true, that Grantor is in compliance with the obligations of Grantor contained herein and that evidences the status of this Agreement to the extent of Grantee's knowledge thereof.

13. Conflicting Laws. Nothing in this Agreement shall be interpreted to authorize or permit Grantor to violate any law, ordinance or regulation, including without limitation, the Ordinances of the Town (collectively, "Laws") applicable to the Premises or the Project. In the event of any conflict between any Laws and the terms hereof, Grantor shall promptly notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both the Conservation Restrictions and such Law(s). In the event of a conflict between the Ordinances of the Town and the provisions of this Agreement, the provisions of this Agreement shall be controlling.
14. Amendment. This Agreement may be amended only in a writing executed by both parties; provided however, that no such amendment shall be made that would adversely affect the qualification of this Agreement under the Act. Any such amendment shall be consistent with the purposes of the Conservation Restrictions; may be subject to the provisions of Article 97 of The Constitution of the Commonwealth of Massachusetts; shall be recorded in the Registry; shall not affect the perpetual duration of this Agreement and the Conservation Restrictions; and shall not adversely affect the overall values protected by the Conservation Restrictions.
15. Grantee's Remedies.
  - (a) In the event of a breach by Grantor of any of its obligations under this Agreement, Grantee shall provide written notice of the same and such default shall be corrected within fourteen (14) days of receipt of such notice; provided, however, that if such default is not capable of being cured or corrected within fourteen (14) days, then Grantor shall (i) provide written notice of the same to Grantee, (ii) commence to cure or correct such default within such fourteen (14) day cure period, and (iii) diligently and continuously prosecute such cure or correction to completion in accordance with all applicable laws and the provisions of this Agreement.
  - (b) Grantee may, by written notice to Grantor, impose a fine in the amount of \$300.00 for each day in which Grantor is in violation of one or more provisions of this Agreement. If such fine is not paid to Grantee within thirty (30) days of a written demand therefor, then the sum owed may, at Grantee's option, become a lien on the Premises by Grantee's recording of an affidavit to such effect in the Registry. Any fine imposed by Grantee pursuant to this Agreement shall be in addition to, and not in lieu of, any other fine that may be imposed by Grantee or any other governmental entity pursuant to the provisions of any law, regulation or policy.
  - (c) Grantee may, after at least ten (10) days' prior written notice to Grantor (except in the case of an *ex parte* proceeding), institute one or more suits to enjoin any violation of the terms of this Agreement by *ex parte*, temporary, preliminary

and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Open Space Areas or any portion thereof and the Paths to the condition and appearance that existed prior to the violation complained of. Grantee shall also have available all other remedies at law or in equity to enforce Grantor's obligations under this Agreement.

- (d) In addition, if Grantor shall fail to maintain or repair the Open Space Areas, the Paths or any portion thereof in accordance with the terms of this Agreement, then Grantee may, after at least ten (10) business days' prior written notice to Grantor, perform such maintenance or make such repairs at Grantor's sole cost and expense; provided, however, that in the event that a condition at the Open Space Areas, the Paths or any portion thereof presents an emergency or poses an immediate threat of injury to persons or property, Grantee shall have the right to correct such unsafe condition and shall provide such notice to Grantor as may be reasonable under the circumstances.
  - (e) Grantor shall reimburse Grantee within ten (10) business days of demand therefor, for any out-of-pocket costs or expenses incurred by Grantee in connection with the enforcement of its rights under this Agreement (including without limitation, court costs and attorneys', architectural, landscape design, engineering and expert witness fees and expenses). If Grantor fails to timely reimburse Grantee, then the sum owed may, at Grantee's option, become a lien on the Premises by Grantee's recording of an affidavit to such effect in the Registry.
  - (f) The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.
  - (g) Notwithstanding anything to the contrary contained herein, the Town, acting by and through its Board of Selectmen, shall have the sole right to bring suit to enforce the obligations of Grantor hereunder. No third party beneficiary rights with respect to this Agreement are, or are intended to be, granted to any party.
16. Indemnification; Disclaimer of Liability. Grantor shall release, indemnify and hold harmless Grantee and its officers, elected officials (including, without limitation, members and representatives of the Selectmen and the Commission), agents, employees, successors and assignees (the "Indemnified Parties") from any and all claims, liabilities, demands, judgments, actions, causes of action, injuries, administrative or regulatory orders, penalties, costs and expenses, including attorneys' fees and expert fees (inclusive of those incurred in enforcing this indemnity) (i) arising directly or indirectly out of or resulting from Grantor's maintenance and use of the Open Space Areas and the Paths, or (ii) to the extent not directly caused by the Indemnified Parties, the public's use of the Open Space Areas and the Paths. By acceptance of this Agreement, Grantee does not undertake any liability or obligation relating to the condition of the Open Space Areas and the Paths not directly caused by the Indemnified Parties.

17. Notices. Any notice which either Grantor or Grantee may desire or be required to give under this Agreement shall be in writing and shall be delivered by overnight courier postage prepaid, hand delivery, or certified mail with a return receipt requested (postage prepaid), and addressed as follows:

Grantor: BC Shovel Works LLC  
c/o Beacon Communities  
100 High Street, 5<sup>th</sup> Floor  
Boston, Massachusetts 02110  
Attention: General Counsel

With a  
copy to: Nixon Peabody LLP  
100 Summer Street  
Boston, Massachusetts 02110  
Attention: Ruth H. Silman, Esq.

Grantee: Town of Easton  
Town Hall  
136 Elm Street  
North Easton, Massachusetts 02356  
Attention: Town Administrator

With a  
copy to: Town Counsel  
Town of Easton  
Town Hall  
136 Elm Street  
North Easton, Massachusetts 02356

and

Edwards Angell Palmer & Dodge LLP  
111 Huntington Avenue  
Boston, Massachusetts 02199  
Attention: Rebecca A. Lee, Esq.

18. Miscellaneous. This Agreement may be executed in counterparts which together, shall comprise but one original. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. No employee, member, agent, director, elected official (including without limitation, members and representatives of the Selectmen and the Commission), nor any manager or member, as the case may be, of either Grantor or Grantee shall have any personal liability under this Agreement. Grantor and Grantee hereby waive any right to a trial by jury in connection with any dispute arising in connection with this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as an instrument under seal as of the date first set forth above.

GRANTOR

BC SHOVEL WORKS LLC

By: Beacon Shovel Works LLC, its  
Managing Member

By: Beacon Communities Corp., its Managing  
Member

By: \_\_\_\_\_  
Pamela Goodman, President

GRANTEE

TOWN OF EASTON, acting by and through its  
Board of Selectmen

By:   
Colleen A. Corona, Chair

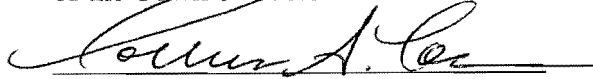
Attachments:

- Exhibit A: Ames Shovel Works Conservation Restriction and Easement Plan
- Exhibit B: Vote of Town Meeting

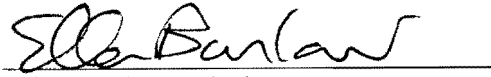
**APPROVAL BY SELECTMEN OF THE TOWN OF EASTON**

We, the undersigned being a majority of the members of the Board of Selectmen of the Town of Easton, Massachusetts, hereby certify that at a meeting held on June 6, 2011, we voted to approve the foregoing Conservation Restriction and Easement pursuant to Massachusetts General Laws, Chapter 184, Section 32, and also hereby certify that at said meeting, we made a finding that this Conservation Restriction and Easement is in the public interest.

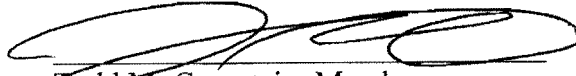
Board of Selectmen  
of the Town of Easton



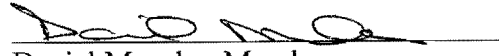
Colleen A. Corona, Chair



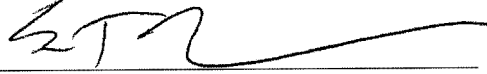
Ellen Barlow, Clerk



Todd M. Gornstein, Member



Daniel Murphy, Member



Sean Noonan, Member

COMMONWEALTH OF MASSACHUSETTS )

)

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned notary public, personally appeared Pamela Goodman, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose as President of Beacon Communities Corp., the managing member of Beacon Shovel Works LLC, the managing member of BC Shovel Works LLC.

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

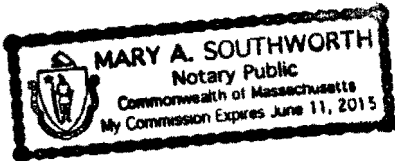
COMMONWEALTH OF MASSACHUSETTS )

)

COUNTY OF BRISTOL )

On this 6<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Colleen A. Corona, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose as the Chair of the Board of Selectmen of the Town of Easton, a municipal corporation.

Mary A. Southworth  
Notary Public

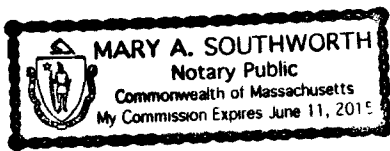


COMMONWEALTH OF MASSACHUSETTS )

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COUNTY OF BRISTOL )

On this 6<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Ellen Barlow, proved to me through satisfactory evidence of identification, which was personally known to me to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose as the Clerk of the Board of Selectmen of the Town of Easton, a municipal corporation.



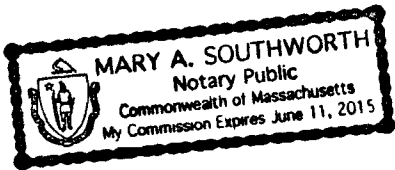
Mary A. Southworth  
Notary Public

COMMONWEALTH OF MASSACHUSETTS )

)

COUNTY OF BRISTOL )

On this 6<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Todd M. Gornstein, proved to me through satisfactory evidence of identification, which was personally known to me to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as a Member of the Board of Selectmen of the Town of Easton, a municipal corporation.



Mary A. Southworth  
Notary Public

COMMONWEALTH OF MASSACHUSETTS )

)

COUNTY OF BRISTOL )

On this 6<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Daniel Murphy, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as a member of the Board of Selectmen of the Town of Easton, a municipal corporation.



Mary A. Southworth  
Notary Public

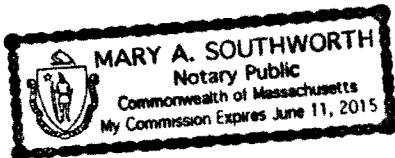
COMMONWEALTH OF MASSACHUSETTS )

)

COUNTY OF BRISTOL )

On this 6<sup>th</sup> day of June, 2011, before me, the undersigned notary public, personally appeared Sean Noonan, proved to me through satisfactory evidence of identification, which was personally known to me, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose as a member of the Board of Selectmen of the Town of Easton, a municipal corporation.

Mary A. Southworth  
Notary Public





**EXHIBIT A**

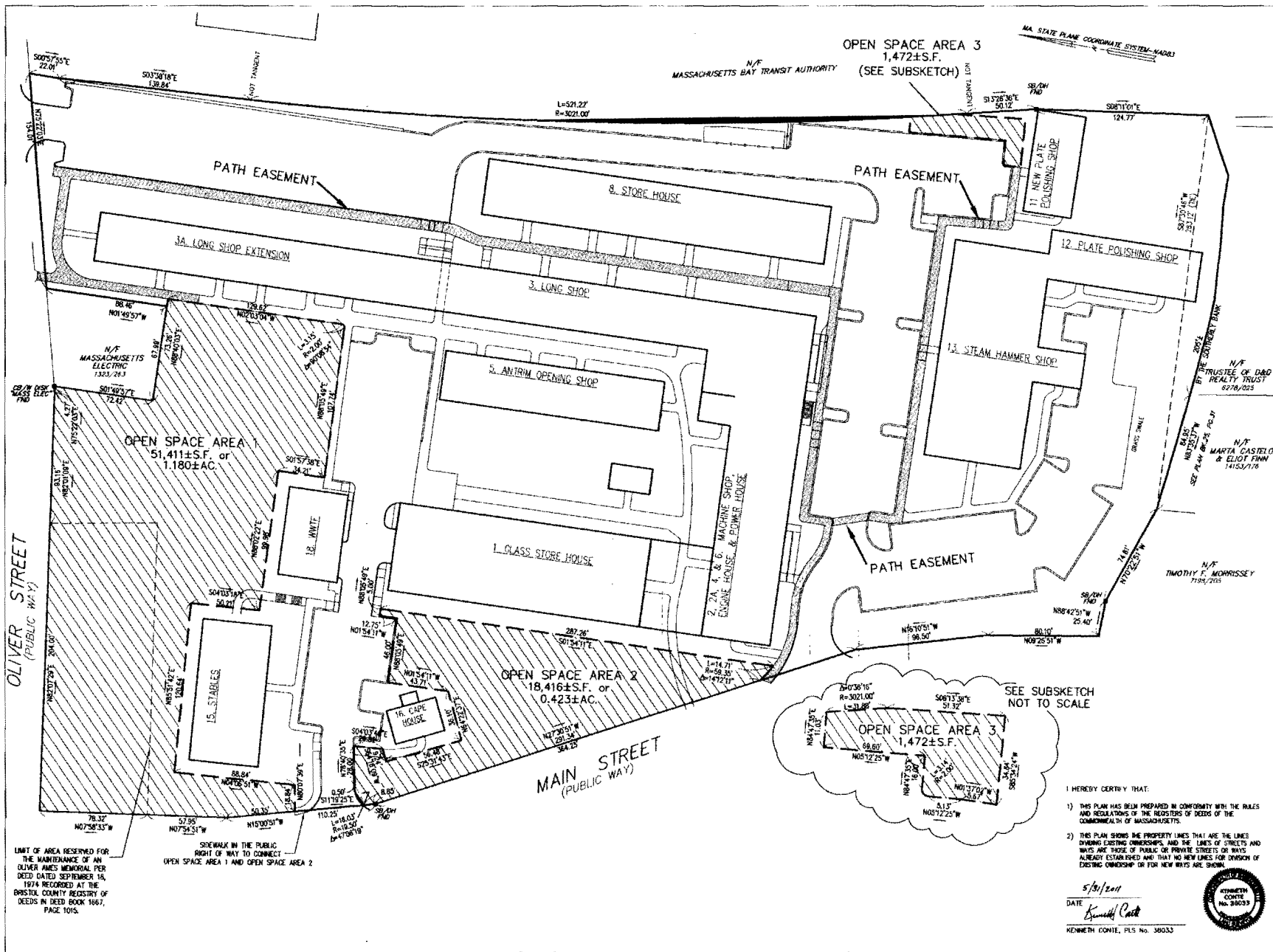
**AMES SHOVEL WORKS CONSERVATION  
RESTRICTION AND EASEMENT PLAN**

[See Attached]

**EXHIBIT B**

**VOTE OF TOWN MEETING**

[See Attached]



PREPARED FOR:  
**BC SHOVEL WORKS, LLC**  
**C/O BEACON COMMUNITIES LLC**  
 100 HIGH STREET  
 BOSTON, MASSACHUSETTS

EASTON ASSESSORS PARCELS  
 U-16-127  
 U-16-129  
 U-16-128A

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**BEALS + THOMAS**  
 Civil Engineers + Landscape Architects +  
 Land Surveyors + Planners +  
 Environmental Specialists

BEALS AND THOMAS, INC.  
 32 Court Street  
 Plymouth, Massachusetts 02360-3866  
 T 508.745.9288 | www.btweb.com

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PROJECT:  
**AMES SHOVEL WORKS**  
**Conservation Restriction and Easement Plan**  
 EASTON, MASSACHUSETTS

SCALE: 1" = 30' DATE: APRIL 21, 2011

- I HEREBY CERTIFY THAT:
- THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.
  - THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES DURING EXISTING OWNERSHIP, AND THE LINES OF STREETS AND WAYS ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

5/21/2011  
 DATE  
*Kenneth Conzel*  
 KENNETH CONZEL, PLS NO. 38033



**CR-1**

## ANNUAL APPOINTMENTS

6/6/11

### UNCONTESTED

<b>BOARD/COMMITTEE</b>	<b>NAME</b>	<b>NEW TERM EXPIRING</b>
Affordable Housing Trust Board	* Amy Rodrigues	2013
Affordable Housing Trust Board	* Stephen Merlin	2013
Affordable Housing Trust Board	Dan Burke	2013
Board of Appeals	** David Mills	2016
Canoe River Aquifer Advisory	* Janice Fowler	2014
Cemetery Commission	* Kit Minsky	2014
Commission on Disabilities	Jon Bewsher	2014
Community Preservation Act Committee	* Kevin McIntyre	2014
Community Preservation Act Committee	* Avery L. Williams	2014
Council on Aging	* David Cudmore	2014
Council on Aging	* Francis H. Spillane	2014
Council on Aging	* Jean Shearing	2014
Green Communities Committee	* Andrea Waldorf	2014
Human Rights Committee	* Patricia Hite	2014
Municipal Building Committee	* Kenneth Carlson	2014
Recreation Commission	* Robert Benton	2014
Recreation Commission	* Tana Babbit	2014

#### **\*Incumbents**

**\*\* currently serving as an alternate**

### **CONSTABLE REAPPOINTMENTS**

<b>NAME</b>	<b>NEW TERM EXPIRING</b>
Robert W. Bishop	2014
Scot Douglas	2014

**SERSG DPW Supplies IFB - FY 2012  
Contract Award Sheet**

**The Board of Selectmen of the Town of Easton voted at its meeting held on \_\_\_\_\_, 2011 to award contracts to the bidders listed below under the SERSG DPW Supplies IFB for a twelve month period commencing 7/1/11. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.**

	<u>Estimated</u>				<u>Est. Value</u>	
	<u>Quant.</u>		<u>Bid Price</u>			
<b>1. Dense Graded Crushed Stone</b>						
Lorusso Corp, Plainville, MA	500	\$	10.00	per ton	\$ 5,000.00	
<b>4. 3/4" Stone</b>						
Lorusso Corp, Plainville, MA	300	\$	12.00	per ton	\$ 3,600.00	
<b>5. 1 1/2" Stone</b>						
Lorusso Corp, Plainville, MA	500	\$	12.00	per ton	\$ 6,000.00	
<b>6. Stone dust</b>						
Lorusso Corp, Plainville, MA	500	\$	10.00	per ton	\$ 5,000.00	
<b>7. Ordinary Gravel Borrow</b>						
G. Lopes, Taunton, MA	500	\$	9.00	per ton	\$ 4,500.00	
<b>8. Processed Gravel</b>						
Lorusso Corp, Plainville, MA	1,500	\$	10.00	per ton	\$ 15,000.00	
<b>9. Washed Sand for Snow and Ice Removal</b>						
T.W. DiPlacido, Franklin, MA	1,000	\$	10.74	per ton	\$ 10,740.00	
<b>10. Loam</b>						
T.L. Edwards, Inc., Avon, MA	400	\$	9.45	per ton	\$ 3,780.00	
<b>11. Perennial Rye Grass Seed</b>						
No Bidders						
<b>12-13. 12" &amp; 15" Concrete Pipe</b>						
No Bidders						
<b>14. Concrete Block Catch Basin Structures</b>						
HiWay Concrete Products, Wareham, MA	10	\$	284.78	each	\$ 2,847.80	
<b>15. Flowable Fill (minimum delivery: 4 yards)</b>						
Boro Sand & Stone, Attleboro, MA	1E	100	\$	69.00	per yard	\$ 6,900.00
	2E	100	\$	69.00	per yard	\$ 6,900.00
<b>16. Redi-Mix Concrete</b>						
Boro Sand & Stone, Attleboro, MA	250	\$	89.47	per yard	\$ 22,367.50	
<b>18-23. Various Pipe Items</b>						
NO BIDDERS.						

**SERSG DPW Supplies IFB - FY 2012  
Contract Award Sheet**

<b>24. Plain Manhole Frames and Covers</b>					
Neenah Foundry, Neenah, WI	10	\$	315.00	each	\$ 3,150.00
<b>25. Drain Manhole Frames and Covers</b>					
Neenah Foundry, Neenah, WI	3	\$	315.00	each	\$ 945.00
<b>27. Manhole Extension Rings</b>					
Neenah Foundry, Neenah, WI	10	\$	95.00	1" rings	\$ 950.00
	0	\$	100.00	1 1/2" rings	\$ -
	0	\$	105.00	2" rings	\$ -
<b>28. Catch Basin Frames (3 flange) includes grates</b>					
Neenah Foundry, Neenah, WI	10	\$	304.00	each	\$ 3,040.00
<b>29. Catch Basin Frames (4 flange) includes grates</b>					
Neenah Foundry, Neenah, WI	10	\$	319.00	each	\$ 3,190.00
<b>30. Catch Basin Square Grates</b>					
Neenah Foundry, Neenah, WI	0	\$	123.00	each	\$ -
<b>31. Catch Basin Extension Rings</b>					
Neenah Foundry, Neenah, WI	15	\$	75.00	1" rings	\$ 1,125.00
	0	\$	80.00	1 1/2" rings	\$ -
	0	\$	85.00	2" rings	\$ -
<b>34. Class I Bituminous Concrete Patching Mix - FOB - Cold Patch (tons)</b>					
Aggregate Industries, Saugus, MA	300	\$	80.00	per ton	\$ 24,000.00
<b>35. Class I Bituminous Hot Mix (FOB Plant)</b>					
Aggregate Industries, Saugus, MA	600	\$	60.00	per ton	\$ 36,000.00
<b>36. Class I Bituminous Winter Mix (FOB Plant)</b>					
Riley Brothers, Bellingham, MA	60	\$	91.00	per ton	\$ 5,460.00
<b>42. Hydrated Lime</b>					
NBC Distributors, Fairhaven, MA	305,000	\$	0.1740	per pound	\$ 53,070.00
<b>49. Sodium Hypochlorite - 55 gallon drums</b>					
NBC Distributors, Fairhaven, MA	75	\$	73.70	per drum	\$ 5,527.50
<b>51. Sodium Hypochlorite - Tank Truck Delivery</b>					
Mann Chemical, Barrington, RI	10,000	\$	1.25	per gallon	\$ 12,500.00

**SERSG DPW Supplies IFB - FY 2012  
Contract Award Sheet**

<b>54. Mid-Grade Unleaded Gasoline</b>			
Noonan Brothers Petroleum	70,000	\$3.5994 per gallon**	\$251,958.00
West Bridgewater, MA		Bid Increment* (0.0161)	
<b>56. Ultra Low Sulfur Diesel</b>			
Noonan Brothers Petroleum	32,000	\$3.5720 per gallon**	\$114,304.00
West Bridgewater, MA		Bid Increment* 0.0000	
<b>57. #2 Distillate Oil</b>			
Dennis K. Burke Oil	1,500	\$3.4149 per gallon**	\$5,122.35
Chelsea, MA		Bid Increment* 0.0950	
<b>Total Estimated Value</b>			<b>\$ 612,977.15</b>

**\*Bid increment and tax (where applicable) are added to the Boston Low from the Journal of Commerce for the date of fuel delivery.**

**\*\*Price on 4/22/11.**

**Signature(s)**

\_\_\_\_\_

Chair, Board of Selectmen

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Easton Police Dept.

46 Lothrop St.  
North Easton, MA 02356  
(508) 230-3322

David Colton  
Town Administrator  
Town of Easton  
136 Elm Street  
North Easton, MA 02356

May 26, 2011

The following Special Police Officers for the Easton Police Dept. are recommended for reappointment for fiscal year 2012:

1.	Barrett	Belinda
2.	Bellevue	Alix
3.	Brophy	Patrick
4.	Diaz	Edwin
5.	Domenicucci	Bill
6.	Fernandez	Keith
7.	Gammons	Michael
8.	Graca	John
9.	Hamilton	Steven Jr
10.	Kominsky	Robert
11.	Kominsky	Thomas
12.	Krajcik	Collin
13.	McGovern	Stephen
14.	Medeiros	Brad
15.	Meehan	Paul
16.	O'Brien	Michael
17.	Pucillo	Richard
18.	Springhetti	Douglas
19.	Tepper	Michael
20.	Washington	David
21.	Wood	David



## North Easton Village Revitalization

# OVERVIEW

- Redevelopment of historic Ames Shovel Works complex with 119 units of new housing, public open space and civic/cultural museum
- Wastewater treatment facility and sewer collection system will improve environment and groundwater by eliminating failed septic systems
- Improve the public realm through parking, pedestrian, and aesthetic improvements along Main Street

### **Ames Shovel Works:**

- Historic rehabilitation of 19<sup>th</sup> century manufacturing complex
- Pursuing LEED and Energy Star green design certifications
- Easement for public access to reconnect site with the community
- Interpretative signage to explain historical significance
- Dedicated open space areas under EOEEA conservation restriction
- Historic preservation easement to protect building exteriors in perpetuity

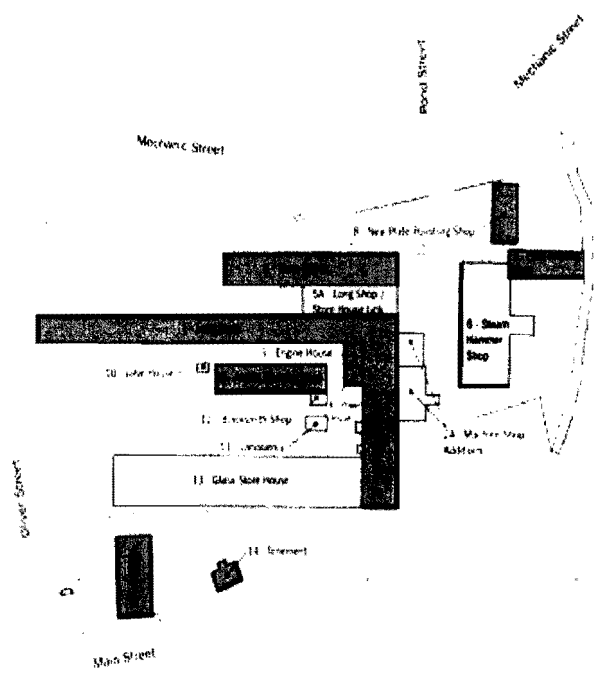
### **Wastewater Treatment Facility & Sewer Collection System:**

- Beacon providing land on site for wastewater treatment facility and absorption fields to be owned and operated by the Town
- WWTF & Sewer Collection system will serve appx. 70 parcels in North Easton Village

### **Parking, Pedestrian, and Aesthetic Village Enhancements:**

- Improvement/expansion of public parking area
- Removal of overhead wires
- Installation of historic period street lights
- Improvements to sidewalks, crosswalks, and traffic management

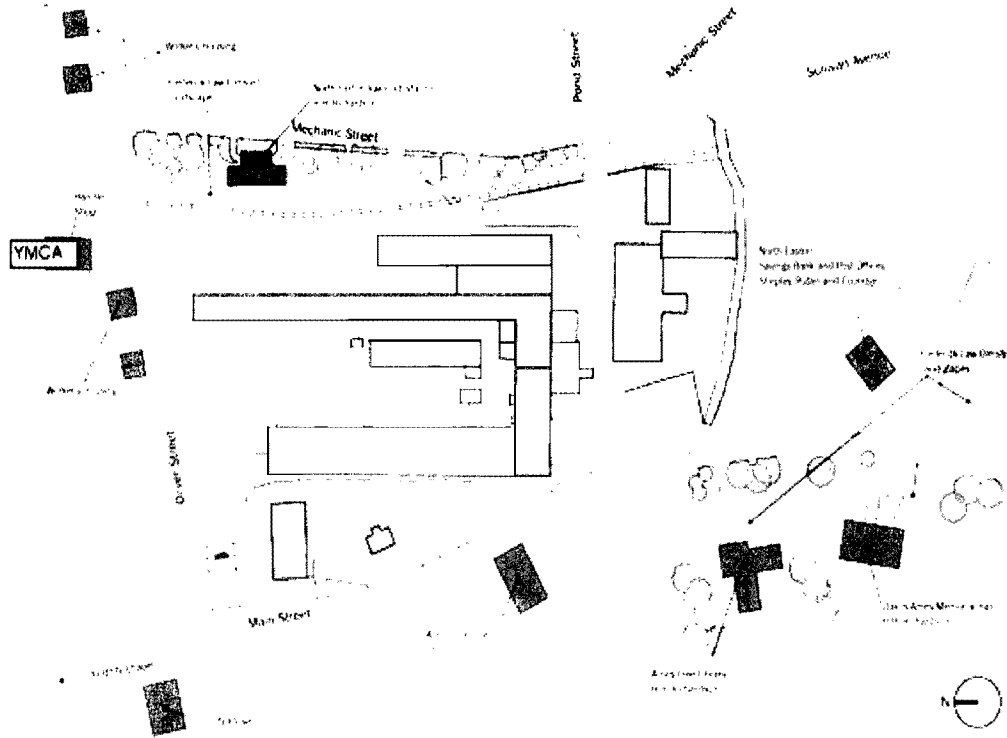
# Ames Shovel Works – Historic & Architectural Significance



Structure	Historic Significance	Architectural Significance	Local Significance	Comments
1. Long Shop (1845)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original factory complex.
2. Machine Shop (1845)	•	•	•	Together with the Long Shop, the core of the original granite factory complex.
3. Machine Shop (1845)	•	•	•	Housed key element of manufacturing process, architectural character consistent with rest of original granite factory complex.
4. Engine House (1845)	•	•	•	Housed key element of manufacturing process, architectural character consistent with rest of original granite factory complex.
5. Store House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
6. Glass Making Shop (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
7. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
8. Glass Making Shop (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
9. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
10. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
11. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
12. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
13. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.
14. Greenery (1840)	•	•	•	Historic example of early industrial architecture, architectural character consistent with rest of original granite factory complex.
15. Glass House (1870)	•	•	•	Housed key stage of manufacturing process, architectural character consistent with rest of original granite factory complex.



# Adjacent Structures within the Historic District

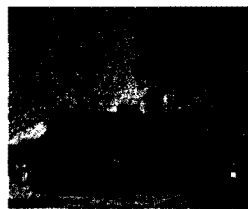


West of the North Easton Village Historic District, the North Easton Village Historic District is located on the north side of the North Easton Village Historic District. The North Easton Village Historic District is located on the north side of the North Easton Village Historic District. The North Easton Village Historic District is located on the north side of the North Easton Village Historic District.

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Developmental Guidelines

## **Ames Shovel Works - Public/Private Partnership**

- Total development costs approximately \$43 million
- Town commitment of \$7.5 million in CPA funding and allocation of \$1.5 million in bonding capacity to establish a sewer enterprise fund
- State and federal low-income housing and historic rehabilitation tax credits
- Establishment of Urban Center Housing Tax Increment Financing District



### **North Easton Village Sewer Project**

- Consistent with the Town's 20-year wastewater plan
- Begins to resolve long standing on-site sewage disposal failures
  - Scored highly for Public Health and Safety issues on SRF application
  - Upholds Easton's Aquifer protection district standards
  - **Unlocks** the full potential for North Easton Village to return as a social and business center
- Allows modified and expanded uses for commercial space
  - Addresses long standing business owner concerns

### **North Easton Village Sewer System**

- State-of-the-Art Membrane Wastewater Treatment Facility with Groundwater Discharge
- Received Final Groundwater Discharge permit from DEP
- Design of facility is 90% complete, public bidding this summer
- All easement agreements approved at ATM
- North Easton Sewer Collection System was approved by Board of Selectmen
- Needs currently outweigh treatment capacity, therefore first project is Phase 1A
- All infrastructure is being sized for future expansion and capacity
- MassWorks Infrastructure Grant opportunity

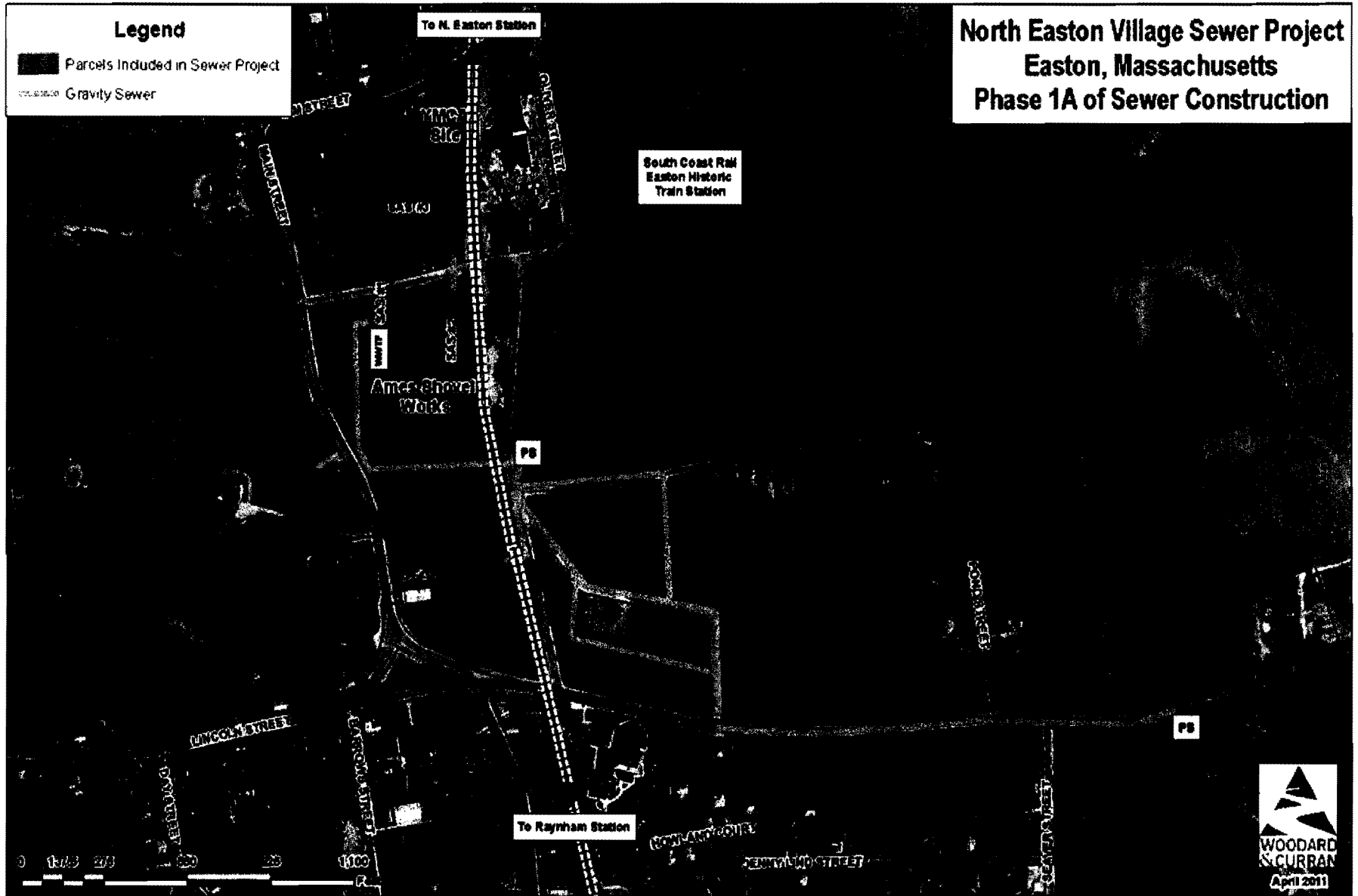
# Legend

- Septic Repair with Variance(s) on File
- Septic Repair on File
- Study Area



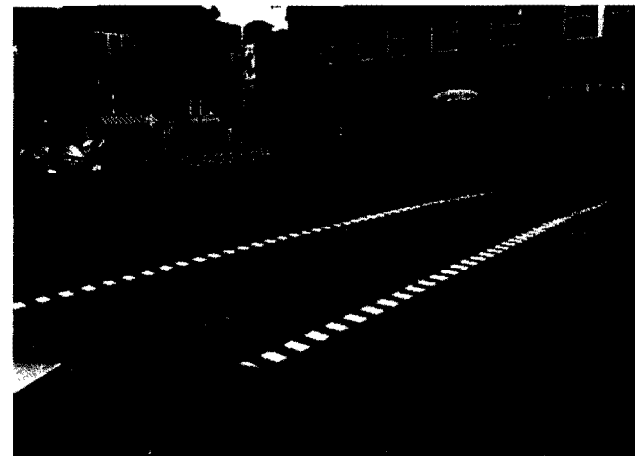
# North Easton Village Sewer Project Easton, Massachusetts On-Site Sewer Disposal Data





## North Easton Village Streetscape Improvements

- Removal of overhead utilities on Main Street
- Improved sidewalks and crosswalks for pedestrian safety
- Way finding signage, street furniture and period lighting
- Improvement and expansion of public parking area
- MassWorks Infrastructure Grant opportunity



**North Easton Village Streetscape Improvements**



**Main Street - Existing Conditions**

## North Easton Village Streetscape Improvements



**Main Street - Proposed Improvements**

# Next Steps

- Design contract for streetscape improvements
- Public Participation
- Wastewater plant advertised for bid July 1
- Shovel Works transition to Beacon ownership
- Apply for MassWorks Grant
- Construction of WWTF, sewer collection system and replace water mains