

December 22, 2020

Town of Weymouth Conservation Commission
Attn: Ms. Mary Ellen Schloss
75 Middle Street
Weymouth, MA 02189

**RE: Request for Certificate of Compliance
Meredith Woods Planned Unit Development
DEP File No. SE 81-1025
Applicant: Meredith Woods, LLC**

Dear Mary Ellen and Members of the Commission;

On behalf of the applicant, James Bristol III, we are submitting this letter as a certification that based upon field inspections performed by Crocker Design Group, CDG, that the lot improvements at the above referenced property have been built in substantial compliance with the approved design plans, The Town of Weymouth Conservation Commissions Wetlands Rules and Regulations and the requirements of the Order of Conditions 81-1025 issued by the Commission on May 16, 2008.

Enclosed are the following supporting documents:

- WPA Form 8A – Request for Certificate of Compliance (Exhibit A)
- Order of Conditions (Exhibit B)
- Parcel List (Exhibit C)
- Long-Term Stormwater Operation & Maintenance Plan for Meredith Woods, Weymouth – prepared by Crocker Design Group (Exhibit D)
- Vernal Pool Area Restoration / Enhancement Monitoring / Invasive species Management Report – prepared by South River Environmental (Exhibit E)
- Conservation Restriction Covenant documents – prepared by Meredith Woods, LLC. (Exhibit F)
- As-Built Plan (Sheet AB-1,2) – prepared by Crocker Design Group, LLC (Exhibit G)

On November 2, 2020, Crocker Design Group performed a site visit to observe and document the completed conditions. Overall, we found the project to be complete and in good condition. All houses have been constructed. The roads and infrastructure are in place and actively being maintained. The grounds are all stabilized with finish lawn and landscaping in place and maintained. The drainage basin is in good condition and will be maintained regularly by the Weathervane at Meredith Woods Homeowner's Association.

CDG has performed several site visits to the property to observe the existing drainage conditions and to perform an inspection of the stormwater infrastructure. We have also worked with the Applicant's in-house surveyor to obtain as-built data associated with rim and invert elevations and topography of the constructed stormwater basin and drainage swale behind lots 1 through 4. Refer to the attached As-Built Plan "AB-1" dated 12/14/20 prepared by Crocker Design Group. We have reviewed the installed drainage infrastructure against the approved grading and drainage plans on record, prepared by Gale Associates for the project and offer the following observations and recommendations.

1. Both Gretchen's Way and Meredith Way roadways have been constructed, along with the drainage infrastructure (inlets, drain manholes and conveyance piping). The roadways are now completely paved with the top course layer of pavement.

2. The drain manholes that were located underneath the paved roadway have been raised to final grade and the frames and grates installed. Invert information for those structures was obtained by the Applicant's in-house surveyor and we have provided elevations on the As-Built Plan submitted herewith this letter. Runoff entering the catch basins has been discharging into the sediment forebay, so it is clear the system is still functioning as intended.
3. The silt sacks installed underneath the grates during construction to capture any sediment in the roadway runoff have been removed now that construction is complete.
4. Permanent hoods inside the catch basin outlets have been installed to help further reduce the chance of any sediment travel through the drainage system. This will help to further enhance the quality of the stormwater discharge into the forebay and detention basin.
5. The sediment that had built up in the forebay and connection pipe has been cleaned out and removed. This cleaning should be performed on an ongoing basis in accordance with the O&M plan.
6. The haybales around the inlet side of the control structure have been removed now that construction is complete. A trash rack has been installed per our recommendation to prevent vegetative debris from large storm events from being conveyed through the control structure and keep them within the basin. It is recommended that the basin be inspected regularly, and the debris removed on an ongoing basis.
7. It is important to maintain the stage-storage volume anticipated in the permitted design and as such, the applicant has aerated the bottom of the basin and removed dead vegetation/organic matter in order to promote/maintain good infiltration/recharge characteristics. This practice should be performed each year to maintain the bottom of the basin. The bottom elevation should be confirmed each time an inspection is performed.
8. John Zimmer of South River Environmental has provided a Vernal Pool Area Restoration / Enhancement Monitoring / Invasive species Management Report which is attached as Exhibit E.
9. The boulder wall in the open space area behind lots 9 and 10 has been removed and a gentle slope has been provided between the disturbed open space land and the grade in the adjacent undisturbed woodland. New boulders have been placed along the rear property line of lots 9 and 10 to visually mark the boundary of the open space area.
10. The land in the open space area behind lots 9 and 10 has been scarified and loamed to promote vegetative growth utilizing an upland conservation seed mix to the disturbed areas.

11. The Applicant is working on drafting the language for the Conservation Restriction Covenant documents and will be forthcoming under a separate cover. We have attached a draft copy of the Covenant for the purposes of this Certificate of Compliance Request as Exhibit F. A discussion should be had between the Applicant (Grantor) and the Conservation Department (Grantee) regarding the exact language used in the Conservation Restriction Covenant. The Covenant document will be recorded with the Norfolk Registry of Deeds upon completion.
12. An irrigation well has been installed in the Village Green Area as an alternative to the proposed lined irrigation pond. Crocker Design Group has no objection to this change as wells are a more reliable source of irrigation water and requires less maintenance than a pond.
13. A Long Term Maintenance Plan has been provided for the use of the Home Owner's Association to ensure a smooth transition of drainage system maintenance responsibilities between the Applicant and the Association.

In conclusion, the overall functionality of the system continues perform as designed. We do recommend that the basin, swale, and overall drainage system be regulated periodically using the Long-Term Maintenance plan for direction.

Based on our observations, we have no objections to the Commission considering issuing a Certificate of Compliance for this project. Should you have any questions, please do not hesitate to contact me at any time at 781-919-0808.

Sincerely,
Crocker Design Group, LLC

A handwritten signature in blue ink, appearing to read "Gabe Crocker".

Gabe Crocker, PE
President

Exhibit A – WPA Form 8A

Request for Certificate of Compliance



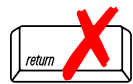
WPA Form 8A – Request for Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Project Information

Important:

When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



Upon completion of the work authorized in an Order of Conditions, the property owner must request a Certificate of Compliance from the issuing authority stating that the work or portion of the work has been satisfactorily completed.

1. This request is being made by:

Bristol Brothers Development

Name

221 Ralph Talbot Street

Mailing Address

Weymouth, MA

City/Town

MA

State

02190

Zip Code

Phone Number

2. This request is in reference to work regulated by a final Order of Conditions issued to:

James Bristol III

Applicant

May 16, 2008

Dated

81-1025

DEP File Number

3. The project site is located at:

Meredith Way

Street Address

Weymouth

City/Town

See Attached

Assessors Map/Plat Number

Parcel/Lot Number

4. The final Order of Conditions was recorded at the Registry of Deeds for:

Property Owner (if different)

Norfolk

County

26049

Book

530

Page

Certificate (if registered land)

5. This request is for certification that (check one):

the work regulated by the above-referenced Order of Conditions has been satisfactorily completed.

the following portions of the work regulated by the above-referenced Order of Conditions have been satisfactorily completed (use additional paper if necessary).

the above-referenced Order of Conditions has lapsed and is therefore no longer valid, and the work regulated by it was never started.



WPA Form 8A – Request for Certificate of Compliance

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. Project Information (cont.)

6. Did the Order of Conditions for this project, or the portion of the project subject to this request, contain an approval of any plans stamped by a registered professional engineer, architect, landscape architect, or land surveyor?

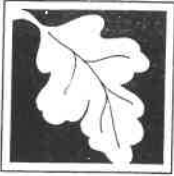
Yes If yes, attach a written statement by such a professional certifying substantial compliance with the plans and describing what deviation, if any, exists from the plans approved in the Order.

No

B. Submittal Requirements

Requests for Certificates of Compliance should be directed to the issuing authority that issued the final Order of Conditions (OOC). If the project received an OOC from the Conservation Commission, submit this request to that Commission. If the project was issued a Superseding Order of Conditions or was the subject of an Adjudicatory Hearing Final Decision, submit this request to the appropriate DEP Regional Office (see <http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html>).

Exhibit B – Order of Conditions



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

DEP File Number:
 81-1025

A. General Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From: Town of Weymouth
 1. Conservation Commission

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

3. To: Applicant:
James Bristol III Bristol Brothers Development
 a. First Name b. Last Name c. Company
221 Ralph Talbot Street
 d. Mailing Address
Weymouth MA 02190
 e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):
See Attached
 a. First Name b. Last Name c. Company
See Attached
 d. Mailing Address
See Attached See Attached See Attached
 e. City/Town f. State g. Zip Code

5. Project Location:
Meredith Way Weymouth
 a. Street Address b. City/Town
See Attached
 c. Assessors Map/Plat Number d. Parcel/Lot Number
 Latitude and Longitude, if known (**note:** electronic filers will click for GIS locator):
See Attached See Attached
 e. Latitude f. Longitude

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
Norfolk
 a. County b. Certificate (if registered land)
Bk 11378 Pg 300, Bk 865 Pg 156, Bk 843 Pg 68
 c. Book d. Page

7. Dates: 10/31/2007 4/9/2008 5/16/2008
 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):
SEE ATTACHED
 a. Plan Title
 b. Prepared By c. Signed and Stamped by
 d. Final Revision Date e. Scale
 f. Additional Plan or Document Title g. Date

9. Total WPA Fee Paid: \$4000.00 \$1987.50 \$2012.50
 a. Total Fee Paid b. State Fee Paid c. City/Town Fee Paid

**TOWN OF WEYMOUTH, MASSACHUSETTS
CONSERVATION COMMISSION**

*Attachment to Notice of Intent (NOI)
Meredith Way Planned Unit Development*

MAP	BLOCK	LOT	OWNER	LATTITUDE	LONGITUDE
25	284	4	Ryder Development Corp.	42°12'46.7"	70°57'15.7"
21	285	123	Ryder Development Corp.	42°12'48.7"	70°57'09.3"
21	285	124	Ryder Development Corp.	42°12'47.7"	70°57'11.1"
25	285	125	Ryder Development Corp.	42°12'45.9"	70°57'10.7"
25	285	126	Ryder Development Corp.	42°12'45.3"	70°57'09.3"
21	285	127	Ryder Development Corp.	42°12'46.4"	70°57'08.3"
21	285	128	Ryder Development Corp.	42°12'46.7"	70°57'06.7"
21	285	129	Ryder Development Corp.	42°12'47.8"	70°57'04.4"
21	285	122	Ryder Development Corp.	42°12'49.6"	70°57'07.1"
21	285	3	#1-Wallace J & P & Survivor Le #2-(c/o) Reichardt John E. & Pauline TBE	42°12'47.5"	70°57'05.8"

List of Approved Plans and Other Documents

1. Plan Set. Notice of Intent Meredith Way Planned Unit Development, Weymouth, MA. Prepared for Bristol Brothers Development by Gale Associates. Signed and Stamped by Thomas M. Henaghen, P.E. 5 Sheets. Revision Date: 4-01-08. 1" = 40'. *[Note: Condition #30 calls for modifications to erosion controls as shown on 4-01-08 plan, and requires submittal of revised plans to show these changes prior to construction.]*
2. Revised Notice of Intent Reports, 3-14-08 and 4-01-08. Prepared by Gale Associates, Inc. Contains responses to Conservation Commission comments and revised drainage calculations.
3. Vernal Pool Buffer Mitigation and Monitoring Procedures, Meredith Way Planned Unit Development, Weymouth, MA. Undated and unsigned. *[Note: Condition #31 requires that this plan be resubmitted with signature, date and required revisions/additions.]*
4. Comment Letters from Conservation Commission's peer reviewer, Dr. Desheng Wang, Carr Research Laboratories, Inc. Letters dated April 9, 2008, January 16, 2008, , to Conservation Commission
5. Letter dated February 1, 2008 from John W. Zimmer of ENSR to Bristol Brothers Development regarding Vernal Pool Buffer Evaluation.
6. Original Notice of Intent Report for Meredith Way Planned Unit Development. Prepared by Gale Associates, Inc. Dated 10-31-07.



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. Check all that apply:

- a. Public Water Supply
- b. Land Containing Shellfish
- c. Prevention of Pollution
- d. Private Water Supply
- e. Fisheries
- f. Protection of Wildlife Habitat
- g. Groundwater Supply
- h. Storm Damage Prevention
- i. Flood Control

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

Approved subject to:

- 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.

Denied because:

- 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 these interests, 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.**
- 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).**

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

<input type="checkbox"/>	Buffer Zone Impacts: Shortest distance between limit of project disturbance and wetland boundary (if available)				<u>25</u> linear feet
	Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
3.	<input type="checkbox"/> Bank	_____ a. linear feet	_____ b. linear feet	_____ c. linear feet	_____ d. linear feet
4.	<input type="checkbox"/> Bordering Vegetated Wetland	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
5.	<input type="checkbox"/> Land Under Waterbodies and Waterways	_____ a. square feet	_____ b. square feet	_____ c. square feet	_____ d. square feet
		_____ e. cu.yd dredged	_____ f. cu.yd dredged		



B. Findings (cont.)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
6. <input type="checkbox"/> Bordering Land Subject to Flooding Cubic Feet Flood Storage	a. square feet e. cubic feet	b. square feet f. cubic feet	c. square feet g. cubic feet	d. square feet h. cubic feet
7. <input type="checkbox"/> Isolated Land Subject to Flooding Cubic Feet Flood Storage	a. square feet c. cubic feet	b. square feet d. cubic feet	e. cubic feet	f. cubic feet
8. <input type="checkbox"/> Riverfront area Sq ft within 100 ft Sq ft between 100-200 ft	a. total sq. feet c. square feet e. square feet	b. total sq. feet d. square feet f. square feet	e. square feet	f. square feet

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

9. <input type="checkbox"/> Designated Port Areas	Indicate size under Land Under the Ocean, below			
10. <input type="checkbox"/> Land Under the Ocean	a. square feet	b. square feet		
	c. cu.yd dredged	d. cu.yd dredged		
11. <input type="checkbox"/> Barrier Beaches	Indicate size under Coastal Beaches and/or Coastal Dunes below			
12. <input type="checkbox"/> Coastal Beaches	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
13. <input type="checkbox"/> Coastal Dunes	a. square feet	b. square feet	c. c/y nourishmt.	d. c/y nourishmt.
14. <input type="checkbox"/> Coastal Banks	a. linear feet	b. linear feet		
15. <input type="checkbox"/> Rocky Intertidal Shores	a. square feet	b. square feet		
16. <input type="checkbox"/> Salt Marshes	a. square feet	b. square feet	c. square feet	d. square feet
17. <input type="checkbox"/> Land Under Salt Ponds	a. square feet	b. square feet		
	c. cu.yd dredged	d. cu.yd dredged		
18. <input type="checkbox"/> Land Containing Shellfish	a. square feet	b. square feet	c. square feet	d. square feet
19. <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		
20. <input type="checkbox"/> Land Subject to Coastal Storm Flowage	a. square feet	b. square feet		



C. General Conditions Under Massachusetts Wetlands Protection Act

(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. 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.
7. 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.
8. 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 this 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.
9. 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, "MA DEP"]

"File Number 81-1025"



C. General Conditions Under Massachusetts Wetlands Protection Act

10. 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 DEP.
11. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
12. The work shall conform to the plans and special conditions referenced in this order.
13. Any change to the plans identified in Condition #12 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. All work associated with this Order is required to comply with the Massachusetts Stormwater Policy Standards.

Special Conditions:

#20 - #61

If you need more space for additional conditions, select box to attach a text document



D. Findings Under Municipal Wetlands Bylaw or Ordinance

1. Is a municipal wetlands bylaw or ordinance applicable? Yes No
2. The Town of Weymouth hereby finds (check one that applies):
 Conservation Commission
3. that the proposed work cannot be conditioned to meet the standards set forth in a municipal ordinance or bylaw specifically:

a. Municipal Ordinance or Bylaw

b. 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.

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

Town of Weymouth Code of Ordinances, Chapter 7, Section 301

a. Municipal Ordinance or Bylaw

b. Citation

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.

- c. The special conditions relating to municipal ordinance or bylaw are as follows:

#19 - #61

If you need more space for additional conditions, select box to attach a text document

Applicant: Bristol Brothers Development
Location: Meredith Way
DEP File #: 81-1025

General Conditions

19. The Commission's actions on this project are taken under the Weymouth Code of Ordinances Chapter 7, subject to compliance with the conditions and limitations imposed herein, and any work authorized hereafter shall be completed within three (3) years from the date of issuance of this Order. Any request for extension of this Order shall be made, in writing, not less than thirty (30) days before the expiration of this Order. An appeal of an Order issued under Weymouth Code of Ordinances Chapter 7, Section 301 may be taken in Superior Court.
20. No work may begin until the Commission has received certification from the Registry of Deeds or the Land Court or both, as appropriate, that this Order has been recorded in the line of title of the property.
21. A copy of this Order shall be kept on the work site at all times during construction. The applicant is responsible for providing a copy to all contractors and subcontractors, for informing them of its requirements, and for assuring that they comply with those.
22. These Conditions are intended solely as a permit to perform work within areas of the Commission's jurisdiction, and nothing contained herein shall be construed as pre-empting or precluding any other bylaw, ordinance or local regulation.
23. Members and agents of the Commission have the right to enter and inspect the property, as per M.G.L. Ch. 131, §40, and Weymouth Town Code of Ordinances, Chapter 7, in order to evaluate and enforce compliance with this Order. The applicant shall submit data or information that the Commission deems necessary for that evaluation.
24. This Order shall apply to all successors in interest, successors in control, and successors in title. This Condition shall remain in perpetuity and shall not expire with the issuance of the Certificate of Compliance.
25. Before making any change in the project as designed and specified in the plans listed above, the applicant shall inquire of the Commission, in writing, whether the change is so substantial as to require the filing of a new Notice, may be permitted as an amendment to this Order, or may be carried out under these Conditions as issued.
26. The Commission reserves the right to impose additional conditions or require the submission of additional information as necessary to protect the interests of the State and Local Wetland Protection Act.

Applicant: Bristol Brothers Development
Location: Meredith Way
DEP File #: 81-1025

Pre-Construction Conditions

27. All required local, state and federal permits shall be obtained before construction begins. The Commission will be given a copy of the NPDES general stormwater permit and a copy of the Stormwater Pollution Prevention Plan prior to construction.
28. A construction sequencing plan shall be submitted to the Commission for review and approval at least three weeks prior to the proposed start of construction. The plan shall minimize the amount of disturbed area and shall provide for temporary stabilization of disturbed ground that cannot be permanently stabilized within 30 days.
29. Prior to construction and within 60 days of issuance of these Orders, the applicant shall provide the results from re-running the drainage calculations to confirm that minor inconsistencies cited on page 4 of the Commission's peer reviewer's final report (letter report from Dr. Desheng Wang, Carr Research Laboratory, Inc. and dated April 9, 2008) will not affect the sizing of the detention basin or other design. The applicant shall be responsible for payment of no more than 5 hours of the peer reviewer's time for this task.
30. Prior to construction and within 60 days of issuance of these Orders, the site plans shall be modified to include the following changes, and a copy shall be provided to the Commission for its review and approval.
 - a. Erosion controls shall be added to Grading Plan for lots 11, 12, 20 and 21.
 - b. Erosion controls shall be pulled closer to the limit of work on Lot 15 (to edge of work area needed for dry well installation).
 - c. A construction detail shall be provided for erosion control measures (e.g., level spreader) to prevent erosion at the end of the overflow pipe from the irrigation pond.
 - d. The plans shall show that erosion control netting shall be applied to the roadway slope within the vernal pool habitat area and the area shall be hydroseeded with New England wildflower seed mix.
 - e. The area marked as "100' Vernal Pool Buffer Zone" shall be renamed "100' Vernal Pool Habitat."
31. Prior to construction and within 60 days of issuance of these Orders, the applicant shall resubmit the "Vernal Pool Buffer Mitigation and Monitoring Procedures Plan" with a date and the signature of a qualified wildlife professional. Changes to the plan shall be made as described in Dr. Wang's report of April 9, 2008, as

Applicant: Bristol Brothers Development
Location: Meredith Way
DEP File #: 81-1025

follows:

- a. The applicant is not required to conduct the amphibian monitoring, but instead the Commission will require that the vernal pool buffer enhancement for amphibians be conducted as part of the final mitigation plan, except that the no-curb alternative under item #11 shall be deleted. The applicant's wildlife specialist may consider other measures to discourage wildlife migration over the road (e.g., a permanent solid migration barrier at the toe of slope).
 - b. A drawing or set of drawings shall be provided showing the proposed plantings and improvements for the living fence, the vernal pool buffer enhancement, and the buffer enhancement for amphibians. The plan shall show the location, size, species and number of proposed plants.
 - c. Lot #15 shall be included in the lots that will receive a "living fence."
 - d. Erosion control netting shall be applied to the roadway slope within the vernal pool habitat area and the area shall be hydroseeded with New England wildflower seed mix.
 - e. Permanent posts (detailed in paragraph 6) can be installed to a height of approximately two feet off the ground, rather than 4 feet.
32. At least 30 days prior to construction, the applicant shall provide to the Conservation Commission for review and approval a stand-alone and revised Stormwater Operations and Maintenance Plan.
 33. Trees that are to be preserved shall be clearly marked with flagging tape (e.g., TO BE SAVED - DO NOT CUT) and the Administrator shall be given notice to inspect the flagging prior to any tree cutting.
 34. Prior to the start of work, the applicant shall provide the Commission with the name(s), address(es) and telephone number(s) of the person(s) responsible for ensuring on-site compliance with this Order and his or her alternate. This person shall be the Environmental Monitor for the project and shall be given authority to stop construction for erosion control or other environmental purposes.
 35. The Conservation Commission shall be notified 48 hours prior to any work on this site.
 36. Prior to construction or excavation, an erosion control barrier, consisting of a wire-backed silt fence, shall be installed as shown on the approved plans, including the revisions as per Condition #30. A registered P.E. or Land Surveyor must certify that the location of the erosion control barrier is as shown on the approved plans, or as otherwise directed by the Commission or its agent. Controls

Applicant: Bristol Brothers Development
Location: Meredith Way
DEP File #: 81-1025

shall be installed in accordance with the "Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas" (Mass. DEP, March 1997).

The erosion control barrier shall be maintained for the duration of the project. The barrier shall be inspected by the applicant or his/her representative at least weekly and after every runoff-producing precipitation event. Repairs and replacement of the erosion control barrier shall be made as needed to assure its proper functioning. The erosion control barrier shall be maintained for the duration of the project.

37. Workers at the site shall be told of the purpose of the erosion control barrier and instructed to protect them from damage by tools or machinery. No work will be permitted beyond the erosion control barrier and no machinery shall be closer to the resource area than the erosion control barrier. The erosion control barrier shall be removed after work is completed on all portions of the project and all bare ground has been stabilized.
38. If it differs from the erosion control line, the proposed limit of work within the 100-foot buffer zone shall be clearly marked with stakes or flags and shall be confirmed by the Conservation Administrator. Such markers shall be maintained until all work on the site is completed. Workers shall be informed that no construction activity is to occur beyond this line at any time.
39. After installation of the erosion control barrier and/or such other environmental protection as shall be directed by the Commission, and prior to any other work, the applicant and/or the project manager shall meet on the site with the Conservation Administrator to review the placement of the protection and the Order of Conditions issued for this project.
40. Wetland flagging shall remain in place until the project has been completed and the Certificate of Compliance issued.

Construction-Related Conditions

41. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to replace or repair wire-backed silt fence, erosion control matting, stone riprap, filter berms or any other devices planned for use during construction.
42. If dewatering is necessary during construction, dewatering shall be conducted in a manner that prevents discharge of turbid water to wetland resource areas. Excess water shall be pumped to a filter bag, lined haybale corral, sedimentation basin and/or sedimentation tank, or other method approved by the Conservation Commission, located in an upland area at least 50 feet from a wetland edge.

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43. Any selective cutting or removal of trees conducted as part of work permitted in this Order shall include the complete removal of stumps, branches and limbs to a permissible disposal site. Burial on site is not allowed.
44. There shall be no stockpiling of soil or other materials within 50' of a wetland resource area.
45. At no time during or after construction shall fill or other materials be placed, slump into or fall beyond the limit of grading as shown on the plan. The applicant shall be responsible for inspecting and maintaining all slopes and walls and shall immediately notify the Commission if slumping, erosion or encroachment occurs.
46. If unforeseen problems occur during construction which may affect the statutory interest of the Wetlands Protection Act or the Town of Weymouth's Wetlands Protection Ordinance, upon discovery by either the Conservation Commission, its agent, or the applicant, the Commission shall immediately be notified, and an immediate meeting shall be held between the Commission or its agent, the applicant, and other concerned parties to determine the correct measures to be employed. The applicant shall then act to correct the problems using the corrective measures agreed upon. Subsequent to resolution, the activity and resulting actions shall be documented in writing. If necessary, the Conservation Commission may require new calculations, to be approved by the Commission or its agent, to support the new findings and corrective measures.
47. As soon as possible during construction, all disturbed upland areas shall be brought to final finished grade and either (a) loamed and seeded in accordance with USDA Soil Conservation Service Guidelines for permanent stabilization, or (b) stabilized in another way approved by the Conservation Commission. Bare ground that cannot be permanently stabilized within 30 days shall be stabilized by temporary measures acceptable to the Commission.
48. Servicing of equipment (including, but not limited to, fueling, changing, adding or applying lubricants or hydraulic fluids) shall be done in excess of one hundred (100) feet distance from the delineated resource areas as shown on the plans referenced herein. Such equipment must be maintained to prevent leakage or discharge of pollutants. Overnight storage of equipment must be a minimum of one hundred (100) feet from such delineated resource areas.
49. Dry wells shall be installed for lots 6 through 9 and 12 through 21 as shown on the approved plans and shall be maintained, or replaced as needed, throughout the life of the property. Because the hydrological budget for the vernal pools depends on the water supplied by dry wells, the dry wells shall not be disconnected and attached to surface drains unless specifically permitted by the Conservation Commission. **This is a continuing condition and will not expire with the issuance of a Certificate of Compliance.**

Applicant: Bristol Brothers Development
Location: Meredith Way
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50. The Commission recommends that erosion controls (wire-backed silt fence) be extended to cover the limit of work for the entire site to prevent encroachment onto open space and abutting properties. In particular, the Commission recommends that the wire-backed silt fence be extended to the rear property lines for lots 11 and 12 (meeting erosion controls on lot 13) and for the rear property lines on lots 20 and 21.
51. All driveways shall be constructed to pitch to the roadway and the roadway drainage system.
52. Planting of the Living Fence and Vernal Pool Buffer Enhancement Areas shall be done under the supervision of a qualified wetland scientist.

Post-Construction Conditions

53. Prior to issuance of a Certificate of Compliance, the applicant shall submit to the Conservation Commission a duly executed maintenance contract providing for the cleaning and maintenance of all catch basins, water quality inlets and retention/detention ponds shown on the plans. Said contract shall specify at minimum:
 - a. Company or individual responsible for all work
 - b. Frequency of all cleaning and maintenance
 - c. Scheduling of cleaning and maintenance
 - d. Use or disposition of all excavated materials.
54. The maintenance or repair of stormwater management structures and supporting drainage systems, other than those in the public way, shall be the responsibility of the applicant/property owner and shall be conducted in accordance with the approved Operations and Maintenance Plan and this Order of Conditions. The design capacity, stormwater management treatment capacity and structural integrity of these facilities must be maintained over time. Records of cleaning shall be made available to the Conservation Commission upon request. **This condition is ongoing and shall not expire with the issuance of a Certificate of Compliance.**
55. Post-construction monitoring of the vernal pool mitigation areas by a qualified wetland scientist or wildlife habitat professional shall be provided as documented in the "Vernal Pool Buffer Mitigation and Monitoring Procedures Plan". Replacement planting shall be conducted as needed during the two-year monitoring period. A Request for a Final Certificate of Compliance may not be issued until the applicant has submitted, and the Commission has approved, the final monitoring report (end of second growing season).
56. The applicant may apply for a Partial Certificate of Compliance for the vernal pool mitigation and monitoring, for the roadway and drainage construction, and for house construction, however no occupancy of homes will be authorized until

Applicant: Bristol Brothers Development
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DEP File #: 81-1025

the applicant has received a Partial Certificate of Compliance for the vernal pool mitigation. If any of the house lots (#s 15, 16, 17, 18, 19) along the vernal pool buffer are to be occupied prior to the completion of the 2-year monitoring period then a bond shall be secured in an amount adequate to cover the replacement cost of the plantings.

57. Upon completion of the project, or any discrete phase thereof, the applicant may request a Partial or Final Certificate of Compliance. All Conditions in the Order must be complied with prior to the issuance of a Final Certificate of Compliance. The request shall be accompanied by the following items:
 - a. A written statement by a professional engineer or land surveyor registered in the Commonwealth of Mass. certifying compliance with the Notice of Intent, the approved plans, and this Order of Conditions and setting forth what deviations exist, if any;
 - b. Two sets of as-built site plans prepared by a registered land surveyor or a registered professional engineer showing those activities for which the Certificate of Compliance is sought. The as-built plans shall include location of all drainage structures and pipes, along with invert elevations, pipe slope, pipe size and pipe composition. Size and model of proprietary water quality inlet structures must be shown. Final elevations of detention basin, rip-rap locations and wetland flags must also be shown on the final as-built plan.
 - c. The appropriate local filing fee.
58. The area shown as "Open Space" on the approved plans shall be preserved as open space in perpetuity, through means acceptable to the Town of Weymouth. Acceptable means may include deeding the land to the Town, under the care and custody of the Weymouth Conservation Commission, or placing a permanent Conservation Restriction on the areas designated as open space.
59. The Commission recommends ecologically-friendly landscaping and lawn be used for areas draining to resource areas, particularly vernal pools. The Commission prohibits the use of herbicides or pesticides within 100 feet of a wetland resource area and only low-nitrogen or low-phosphorus fertilizers will be allowed and shall be used in moderation. **This condition is ongoing and will not end with the issuance of a Certificate of Compliance.**
60. No rock salt (sodium chloride) or other deicing chemical shall be used within 100 feet of a wetland resource area. **This Condition is ongoing and will not end with the issuance of a Certificate of Compliance.**
61. No dumping of any debris or leaves and grass clippings into the wetland area will be allowed. **This Order is ongoing and will not end with the issuance of a Certificate of Compliance.**



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

DEP File Number:
 81-1025

E. Issuance

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

5/16/2008
 1. Date of Issuance

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

5
 2. Number of Signers

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.

Signatures:

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

Notary Acknowledgement

Commonwealth of Massachusetts County of Norfolk

On this 14th Day of May 2008
 Month Year

Before me, the undersigned Notary Public, John J Thompson
 personally appeared Name of Document Signer

proved to me through satisfactory evidence of identification, which was/were

Personal Knowledge

Description of evidence of identification

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

As member of Town of Weymouth Conservation Commission
 City/Town

[Handwritten Signature]
 Signature of Notary Public
JOHN PARNASS
 Printed Name of Notary Public
 My Commission Expires Feb 14, 2011
 My Commission Expires (Date)

Place notary seal and/or any stamp above

This Order is issued to the applicant as follows:

by hand delivery on by certified mail, return receipt requested, on

Date 5/16/2008 Date



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 DEP 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 appellant. 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 Determination, or providing written information to the Department prior to issuance of a Superseding Order or Determination.

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.

Section G, Recording Information is available on the following page.



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

DEP File Number:
81-1025

G. Recording Information

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 Page 7 of this form shall be submitted to the Conservation Commission listed below.

Town of Weymouth
 Conservation Commission

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

To:

Town of Weymouth
 Conservation Commission

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

Meredith Way Planned Unit Development
 Project Location

81-1025
 DEP File Number

Has been recorded at the Registry of Deeds of:

Norfolk
 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:

5/16/2008
 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

Exhibit C – Parcel List

Parcel List - Meredith Way, Weymouth, MA		
Map	Block	Lot
21	285	3
21	285	129
21	285	130
21	285	131
21	285	132
21	285	133
21	285	134
21	285	135
21	285	136
21	285	137
21	285	138
21	285	139
21	285	140
21	285	141
21	285	142
21	285	143
25	284	4
25	284	29
25	284	30
25	284	31
25	284	32
25	284	33
25	284	34
25	284	35
25	284	36
25	284	37
25	284	38

Exhibit D – Long-Term Stormwater Operation & Maintenance Plan for
Meredith Woods, Weymouth

LONG-TERM STORMWATER OPERATION & MAINTENANCE PLAN FOR MEREDITH WOODS, WEYMOUTH

12/15/2020

PROJECT OVERVIEW:

The project consists of a subdivision which has 21 homes. This O&M details the specific responsibilities related to the Meredith Woods Subdivision. The project has been designed to comply with the Massachusetts Stormwater Management Regulations.

Appended to this document is a sample maintenance form and a chart entailing the anticipated frequency of tasks.

OWNER AND RESPONSIBLE PARTY:

Owner:

Meredith Woods Homeowners Association

A Homeowners Association has been established that will be responsible for the long-term O&M Responsibilities within the Residential Region of the property at Meredith Woods.

ON-GOING MAINTENANCE CONTRACT

The non-structural and structural approaches recommended below, as well as the required BMP maintenance, will be completed by the Meredith Woods Homeowners Association. Adequate personnel with appropriate training and access to proper equipment will be available to complete the tasks. Future responsible parties must be notified of their responsibility to operate and maintain the system in perpetuity.

MAINTENANCE LOG

The Responsible Party shall develop and maintain a log of inspections, maintenance, repairs and disposal (including location of disposal) during the life of the project. Records will be maintained for at least 3 years and be made available to the Massachusetts Department of the Environmental Protection or the Town of Weymouth in accordance with the provisions of the Massachusetts Stormwater Handbook. A sample of such a maintenance log is provided.

STORMWATER BMP MAINTENANCE

The proposed stormwater management system was designed with appropriate BMPs aimed at reducing the pollutants discharge based upon the intended use of the property. All BMPs require regular maintenance to function as intended. The Responsible Party must have all BMPs inspected to ensure they are operating properly per the inspection schedule included herein.

A description of the non-structural and structural approaches are indicated below. The Responsible Party will inspect all BMPs to ensure they are operating properly. If any deficiencies are identified during these inspections, action to resolve it will be initiated and documented on the maintenance log.

STRUCTURAL BMPs

Deep Sump Hooded Catch Basins

On a regular basis the inlet pipe and outlet pipe shall be checked for debris and removed as necessary to ensure unobstructed flow of water. Inspections shall occur at least twice annually, once in the fall and then in the spring after the snow melts. Inspections shall verify the tees are secure and free flowing and shall note depth of sediment below water line. If sediment levels are greater than 1' cleaning is required. Catch basin cleaning to be dictated by the outcome of the twice annual inspections. Basins shall be cleaned using a vacuum pump or clamshell, but vacuum pumping is preferred. All sediments and hydrocarbons should be properly handled and disposed of in accordance with local, state and federal guidelines and regulations.

Detention Basins and Sediment Forebays

Accumulated debris and sediment shall be removed on an annual basis unless or more frequently if deemed necessary per the inspections. If sediment levels are greater than 1' cleaning is required. Sediment shall be transported off site and disposed of in accordance with applicable local, state and federal guidelines and regulations. Vegetated surfaces shall be repaired to ensure stable surfaces exist. Any debris or landscape growth extending within the identified maintenance access paths shall be trimmed/removed accordingly to maintain a clear and open pathway. Any/all invasive species growth within wet basins shall be noted and removed and an ongoing invasive species management program implemented to prevent permanent establishment within the basins. The bottom of the basin should be aerated and cleared of any debris/ landscape growth each year. Inspection should occur twice annually, once in the fall and then in the spring after the snow melts. Cleaning will take place as deemed necessary based on the inspections and manufacturer's requirements

Roof Runoff, Dry Wells and Infiltration Trenches

All structural components shall be inspected, at least once annually, to ensure there is no cracking, erosion, or deterioration. Accumulated debris and sediment shall be removed on an annual basis unless or more frequently if deemed necessary per the inspections. Inspection should occur twice annually, once in the fall and then in the spring after the snow melts. Cleaning will take place as deemed necessary based on the inspections and manufacturer's requirements.

NON-STRUCTURAL BMPs

Pavement Sweeping

As street sweeping is a BMP under DEP guidelines, this non-structural BMP is an effective removal of Total Suspended Solids (TSS) in a comprehensive stormwater management program. Litter and debris is to be regularly picked up and removed from the pavement. Paved areas are to be swept a minimum of two times per year, at least once during April and again in September.

Pervious Areas and Slopes

Wherever possible, runoff from paved areas and snowmelt shall be directed over vegetated areas to promote settlement of suspended solids before entering a wetland or resource area. Steep pervious slopes will be permanently vegetated to dissipate energy and reduce potential erosion. Irrigation system(s) shall be maintained such that water is not constantly applied. Although overspray or runoff may be unavoidable during periods of high winds. In the event of accidental damage to system components or other unusual

circumstances the system components shall be promptly corrected. Maximum of 1 inch of irrigation water will be applied to irrigated areas per week.

Flared End Sections

Flared end sections shall be inspected and any debris or growth surrounding or within these structures shall be removed. Any/all debris or vegetation encroaching on the control structures or outfall components shall be removed or appropriately trimmed back to maintain the designed control elevation and flow patterns/cross section without impediment. Inspection should occur twice annually, once in the fall and then in the spring after the snow melts. Cleaning will take place at the completion of construction and as deemed necessary based on the inspections and manufacturer's requirements.

Waste Management/ Trash Pickup

Solid waste and recycling will be contained in garbage cans maintained at each residence for routine and regular trash pickup. Waste deposition in the receptacles will be consistent with state and local regulations.

Snow Removal

There shall be no plowing or stockpiling of snow within any resource areas. Typically, a combination of plowing and/or snow blowing is utilized on the individual driveways and a snow blowing "bobcat" is used to clear the sidewalks.

Other Miscellaneous Maintenance Items

Washing or pressure washing of impervious areas will not be part of routine maintenance procedures, though it may be used on occasion in small areas to treat specific problems. No coal tar-based driveway sealer products shall be used on the paved surfaces throughout the site. Asphalt binder sealers shall be used instead.

Stormwater BMP Inspection and Maintenance Log

Facility Name
Address
<div style="display: flex; justify-content: space-between;"> Begin Date End Date </div>

Date	BMP ID#	BMP Description	Inspected by:	Cause for Inspection	Exceptions Noted	Comments and Actions Taken

Instructions: Record all inspections and maintenance for all treatment BMPs on this form. Use additional log sheets and/or attach extended comments or documentation as necessary. Submit a copy of the completed log with the annual independent inspectors' report to the municipality and start a new log at that time.

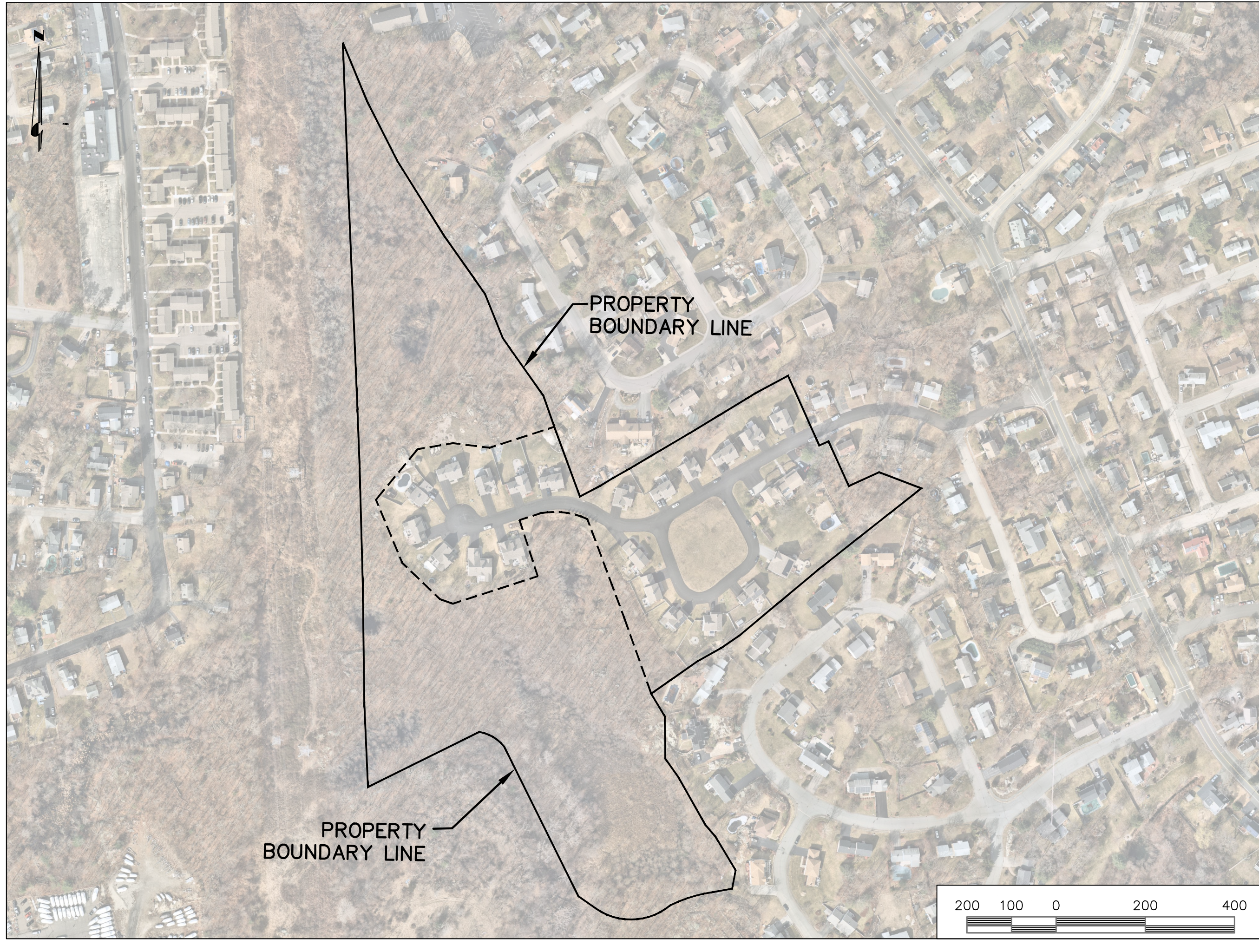
BMP ID# — Always use ID# from the Operation and Maintenance Manual.

Inspected by — Note all inspections and maintenance on this form, including the required independent annual inspection.

Cause for inspection — Note if the inspection is routine, pre-rainy-season, post-storm, annual, or in response to a noted problem or complaint.

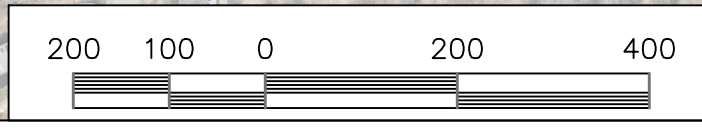
Exceptions noted — Note any condition that requires correction or indicates a need for maintenance.

Comments and actions taken — Describe any maintenance done and need for follow-up.







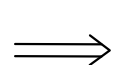
RESIDENTIAL OPERATION AND MAINTENANCE MAP

Drawing Title		RESIDENTIAL O & M EXHIBIT
Date		
12-14-2020		Drawing No. X-1
Scale		
1"=200'		
Drawn By		
TLC		Approved By
Approved By		
GC		





KEY

	EXISTING CATCH BASINS
	EXISTING DRAINAGE MAN HOLES
	EXISTING DRAINAGE PIPE SYSTEM
	EXISTING DRAINAGE BASIN
	DIRECTION OF FLOW

NOTE:

- 1.) AERIAL OVERLAY PROVIDED BY NEARMAP.COM AND DATED 03/14/2020.
- 2.) DRAINAGE DATA PROVIDED BY PREVIOUS DATA FILES RECORDED BY BOTH GALE ASSOCIATES AND CROCKER DESIGN GROUP AS-BUILT PLANS.
- 3.) ALTHOUGH NOT STATED IN THE PLANS PROVIDED BY GALE ASSOCIATES, THE FINAL DRAINAGE MANHOLES BEFORE EACH DRAINAGE BASIN ARE ASSUMED TO BE WATER QUALITY UNITS.

Drawing Title
**RESIDENTIAL
 O & M
 EXHIBIT**

Date
12-14-2020
 Scale
1"=100'
 Drawn By
TLC
 Approved By
GC

Drawing No.
X-2

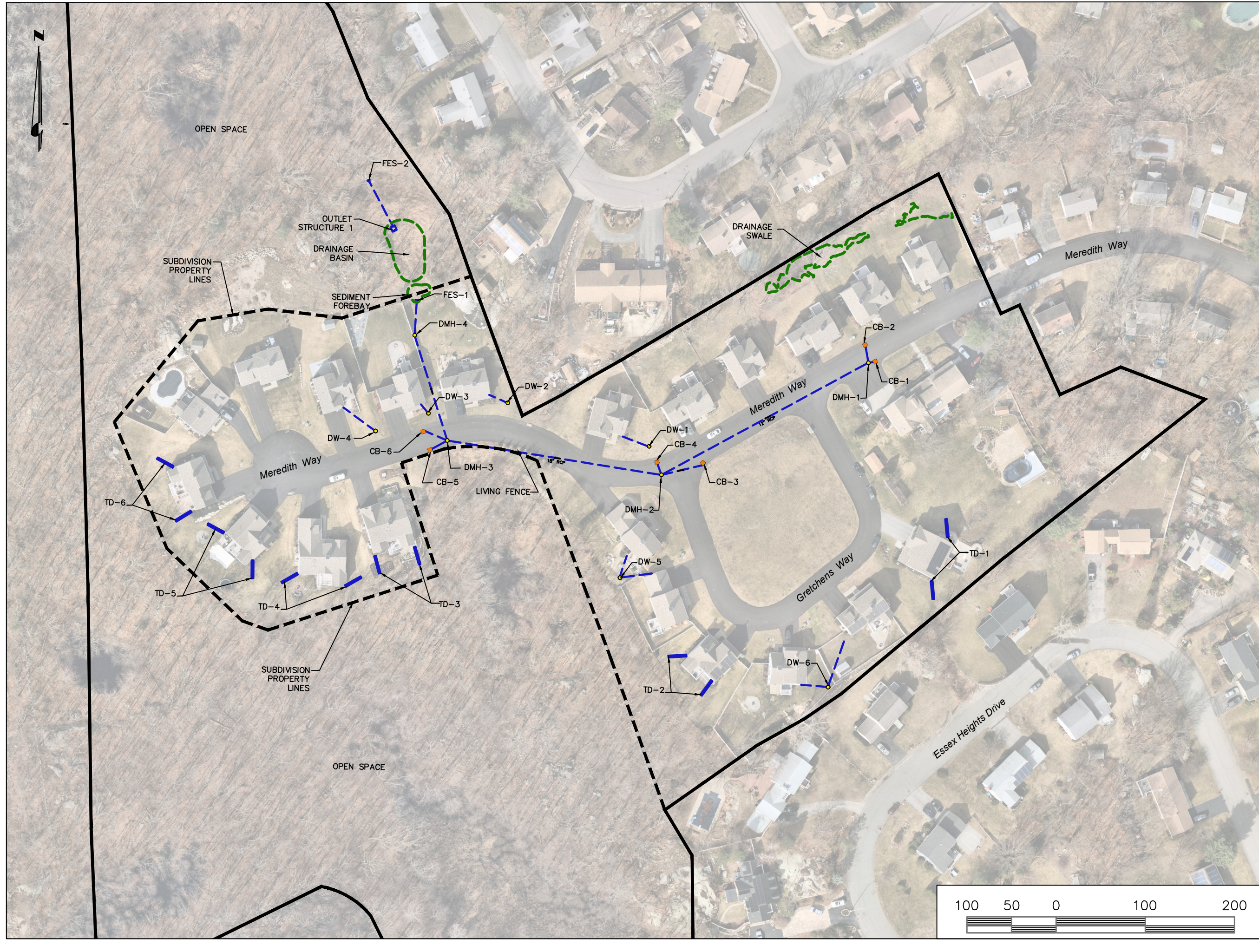
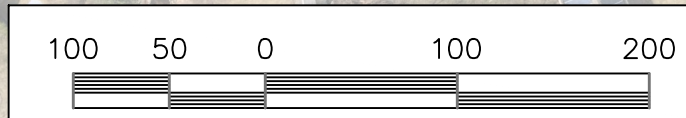


Exhibit E – Vernal Pool Area Restoration / Enhancement Monitoring /
Invasive species Management Report – prepared by South River
Environmental

Meredith Way - Weymouth
Vernal Pool Area Restoration / Enhancement
MONITORING / INVASIVE SPECIES MANAGEMENT REPORT



DATE/TIME: December 4, 2020 – 10:00-10:30am

INSPECTOR: John Zimmer

WEATHER: Overcast, low 50's°F

PERMIT SUMMARY:

In accordance with the prior authorization issued by the Weymouth Conservation Commission (Commission) and ongoing vernal pool buffer zone restoration efforts conducted by the project proponent, South River Environmental (SRE) conducted field monitoring subsequent to the 2020 growing season to review the plantings and invasive species control efforts. The monitoring was completed in support of a request for a Certificate of Compliance that was submitted to the Conservation Commission.

ENVIRONMENTAL MONITORING:

On December 4, 2020, South River Environmental conducted a field review of the vernal pool buffer zone restoration area to monitor the coverage and vigor of the plantings and the success of invasive species treatments conducted to date. As noted in prior monitoring reports, the control of invasive species, in particular Japanese knotweed (*Polygonum cuspidatum*) has been an ongoing concern within the restoration area.

Project Activity

- No active restoration activity was being conducted within or in the vicinity of the buffer zone at the time of the monitoring. The development surrounding the buffer zone has been completed, and all areas have been revegetated and stabilized.

OBSERVATIONS

- The tree and shrub plantings that were installed were dormant for the winter but appear to be healthy. Little to no evidence of deer browsing was observed on the plants.
- Several large caliper oak trees have been planted within the restoration and appear to be thriving.
- Overall coverage of the restoration with vegetation is over 90 percent.
- A large branch has fallen into the buffer zone area. SRE recommends that this be allowed to remain as it could provide some measure of wildlife habitat benefit.
- Very small areas of Japanese knotweed were present within the area, however, the density of coverage is at its lowest level since the initial completion of the restoration / enhancement area.

Meredith Way - Weymouth
Vernal Pool Area Restoration / Enhancement
MONITORING / INVASIVE SPECIES MANAGEMENT REPORT



Invasive Species Management

- Control of invasive species was conducted in 2020 as evidenced by the significant decrease in the population of Japanese knotweed. There were no standing stems of the plant observed as all stalks had been cut and presumably treated with herbicide. This is particularly important to note as the plants were not allowed to produce seeds.

ACTION ITEMS:

- Additional control of the invasive species present within and adjacent to the restoration area should be conducted in a limited manner during the 2021 growing season and beyond as an ongoing condition of the issuance of a Certificate of Compliance;
- No additional monitoring reports are recommended as the restoration / enhancement area appears to have met the performance standards detailed within the Order of Conditions approving the initial project.

Should have any questions or comments regarding this inspection, please feel free to call me at (978) 697-0854 or e-mail me at southernriverenvironmental@gmail.com.

Sincerely,

A handwritten signature in black ink that reads 'John Zimmer'.

John Zimmer
Wetland Scientist

Meredith Way - Weymouth
Vernal Pool Area Restoration / Enhancement
MONITORING / INVASIVE SPECIES MANAGEMENT REPORT



Observation: View of restoration area facing east.



Observation: View of interior facing southeast.
Note downed branch.



Observation: View of vegetation within enhancement area facing south.



Observation: View of large caliper oak trees planted within enhancement area.

Exhibit F – Conservation Restriction Covenant documents

Grantor: MEREDITH WOODS, LLC
JAMES E. BRISTOL, III

Grantee: Town of Weymouth – Conservation Commission
75 Middle Street, Weymouth, MA 02189

Address of Premises: Off Meredith Way
Weymouth, MA 02188
Parcel Nos: 25-284-4

For title see: 38-467-2 (Lot 1)- Book 26282, Page. 565.

CONSERVATION RESTRICTION

James E. Bristol, III of Bristol Brothers Development assigns (“Grantor”), grant with Quitclaim Covenants to the Town of Weymouth, 75 Middle Street, Weymouth, MA 02188 acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C], and its permitted successors and assigns (“Grantee”), for \$1.00, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on the following parcels of land, located in the Town of Weymouth, Off Meredith Way, Massachusetts, more particularly described in Exhibit A and on a plan/sketch, attached hereto and made a part hereof. (“the Premises”).

Parcel No. 25-284-4, constituting approximately a 13.7 acre area. (Detention Basis portion to be omitted from CR- approx. 0.1 acre portion for stormwater management). INSERT METES AND BOUNDS

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 perpetuity 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. These values include the following:

- **Open Space Preservation.** The protection of the Premises contributes to the protection of the scenic and natural character of the premises located on parcel 25-284-4 and for the further protection of the Premises that will enhance the open-space value of these lands.
- **Furtherance of Government Policy.** Protection of the Premises furthers the Town of Weymouth’s 2014 Open Space and Recreation Plan: the protection of the Town’s scenic

landscape (Objective 2a), the protection of forest and farmland (Objective 2b), the protection of the Town and Region's water resources (Objectives 3a & 5a), and provides extra protection to the Town's most fragile resources (Objective 3b).

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

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and 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) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for public safety and/or emergency vehicles necessary in carrying out their official duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises;
- (8) Subdivision; 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 building or development requirements on this or any other parcel, including the emergency access roadway, as determined and stated in BZA Case #2545, voted 4/28/2004 and Conservation Commission Amended Order of Conditions issued 4/14/2010 under DEP file #81-1046.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.

(10) The conduct of archaeological activities, including without limitation survey, excavation, and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).

(11) 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.

B. Reserved Rights and Exceptions

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 conservation values or purposes of this Conservation Restriction:

- (1) Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality;
- (2) The access, maintenance, plowing and repair of the Emergency Access Road, shown on PLAN XXXXXX, shall be the Grantor's, or the it's designee and/or assigns, responsibility.
- (3) Access, maintenance and repair to any utility easements presently located within the boundaries of the premises.
- (4) Vegetation Management. In accordance with generally accepted forest management practices, selective *de minimis* removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows; [*Vistas and woods roads needs to be defined to prevent clear cutting for a 360° vista; multiple 50' wide woods roads, etc. – tie in to a defined area, by using language such as "as shown on Baseline Survey" (make sure the survey exists)*] Bristol Bros. are responsible to provide the Baseline Survey.
- (5) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (6) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;

(7) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(8) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;

(9) 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; and,

Safeguarding Historic and Archaeological Resources:

(11) New construction, demolition, or rehabilitation activity in support of permitted uses, and any other activity in support of permitted uses that proposes disturbance to the surface or subsurface of the ground, shall require prior approval of the Massachusetts Historical Commission (or appropriate successor official) to prepare a protocol and procedures to identify, evaluate, and adopt feasible alternatives to avoid, minimize, or mitigate any adverse effects to historic and archaeological assets.

(12) Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation including metal detecting, digging, or artifact collecting without approval of the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official), and shall promptly report any such prohibited activity to the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises.

(13) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, 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 whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee 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 and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's 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 to respond in writing within 60 days shall be deemed to constitute approval by Grantee 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 but only on the condition that the requested actions are not prohibited under Section II and the actions will not materially impair the purposes or conservation values of this CR.

III. LEGAL REMEDIES OF THE GRANTEE

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 will 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. The Grantee shall have the right to pursue third party violations, and the Grantor agrees to cooperate.

Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

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.

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 pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. 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 and feasible to restore the Premises, the parties will cooperate in attempting to do so. \

D. Survey Disputes

In the event of a dispute over the location of the boundaries, the Grantor shall be responsible for a survey and the placement of permanent boundary markers delineating the boundaries of the Conservation Restriction.

IV. ACCESS

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 with or to enforce this Conservation Restriction. The right of access includes the right to use any roads, easements, or rights of way the Grantor has, to access the Premises. The Grantor also grants to the Grantee, after 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 perform a survey of boundary lines.

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 after review and approval by the Secretary. 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 after complying with the terms of any gift, grant, or funding requirements. 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][use bracketed language only if a charitable deduction or tax credit is being sought], bears to the value of the unrestricted property [at that time. Such

proportionate value of the Grantee's property right shall remain constant.] The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements. [The Grantor has provided (or will provide) the Grantee with a copy of the appraisal or other evidence of the proportional values which Grantee will keep on file as evidence of same.]

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 proceeds after complying with the terms of any gift, grant, or funding requirements. 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 run to the Grantee, 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. Any

assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

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 either shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. 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 thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with the terms of this Conservation Restriction.

IX. NON MERGER

The parties intend 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 a non-fee owner to ensure that merger does not occur and that the Conservation Restriction will continue to be enforceable. No grant will be effective until this Conservation Restriction is assigned to avoid merger and preserve enforcement of the terms of this Conservation Restriction by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would 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 Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where 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 Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the _____ 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 Norfolk Registry of Deeds. The Grantee shall record this instrument in timely manner in the Norfolk Registry of Deeds.

XII. 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: Meredith Woods, LLC.
37 Derby Street, Suite 4
Hingham, MA 02043
781-740-8660

To Grantee: Mary Ellen Schloss, Conservation Administrator
Town of Weymouth
75 Middle Street, Weymouth, MA 02189
781-682-3658
MSchloss@weymouth.ma.us

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. 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 Energy and 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. Included herewith and incorporated herein are the following:
 - 1. Signatures of the Grantor, Grantee, Selectmen of the Town of Weymouth and the MA Secretary of Energy and Environmental Affairs
 - 2. Exhibit A legal description
 - 3. Exhibit B "Sketch Plan"
 - 4. Exhibit C Town Meeting Vote approving the acquisition of the restricted land and expenditure of Community Preservation Act Funds in its purchase
 - 5. MA Executive Office of Energy and Environmental Affairs LAND Grant agreement

WITNESS my hand and seal this day of October, , 2016.

Name(s) & signatures (*of ALL owners*)

If the Grantor is a trust, must show authority to convey the CR, either by having all trustees sign and stating that they are all the trustees, or by attaching a vote allowing the grant, or if a recorded trust document provides the authority, reference it and its recording information.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this _____ day of _____, 20____, 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:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by _____ this _____ day of _____, 20__.

OR (if applicable):

At a public meeting duly held on _____, 20__, the Conservation Commission of the Town of _____ voted to accept the above Conservation Restriction.

By: _____

Its: _____, duly authorized

(INSERT NOTARIZATION)

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of _____, hereby certify that at a public meeting duly held on _____, 20__, the Select Board voted to approve the foregoing Conservation Restriction to the _____ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts. (If the CR is to the Conservation Commission, the Selectmen must also vote to accept the CR pursuant to M.G.L. c. 40 sec. 8C.)

Select Board

(INSERT NOTARIZATION)

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 _____ has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 20 _____

Secretary of Energy and Environmental Affairs

(INSERT NOTARIZATION)

Exhibit A

The area conveyed in this document is shown as “open space” on plan entitled “Site Plan, Meredith Woods, Weymouth, MA A Weathervane Community” prepared by CCR Associates dated September 29, 2010 and recorded with the Norfolk Registry of Deeds in Book 614 page 84. As further shown on plan entitled “Roadway As-Built Plan” prepared by Crocker Design Group dated December 15, 2020 attached as an exhibit hereto.

Legal, metes and bounds description, and/or a reference to a recorded or registered plan showing the boundaries. If there is a recorded plan, state where it is recorded, or, “to be filed herewith”. Attach an 8 ½ x 11 copy of the plan as an Exhibit, labeled as “sketch plan.” “As further shown on the Plan/Sketch Plan, attached hereto.”

All of the 13.7 acre lot

Mention area of CR; “all of a 6 acre lot” or if it is a portion of a lot, say “an ____ acre portion of a ____ acre lot”. For building envelopes or exclusions, a legal description of the exclusion(s) is needed, and show on the plan.

Said land is subject to *(mention any easements and or mortgages and their recording information)*.

Said land has the benefit of *(mention any easements or other benefits and where they are recorded)*.

(A general statement that the CR is “subject to all rights, easements and restrictions of record, so far as still in force and effect” is insufficient)

Other Exhibits, as appropriate: Survey or metes and bounds plan of any exclusions, Town Meeting Vote, Subordination Agreement, Baseline Survey, Forestry Plan, etc.

(Sample) 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 _____, 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 _____, 20__.

by:

_____, 20__

[Attach acknowledgement certificate/notarization here]

Exhibit G – As-Built Plan



- NOTES:**
1. AS-BUILT FIELD SURVEY PERFORMED BY CROCKER DESIGN GROUP.
 2. AERIAL IMAGE DATED MARCH 14, 2020 TAKEN FROM NEARMAP.COM
 3. PROPERTY LINES COMPILED FROM DEFINITIVE SUBDIVISION OF MEREDITH WAY & GRETCHENS WAY, WEYMOUTH, MASSACHUSETTS DATED JULY 11, 2014. RECORDED IN PLAN BOOK 635 PAGE 87.
 4. AS-BUILT LOCATIONS OF WATER, GAS AND ELECTRIC WERE PROVIDED BY J.F. PRICE CO., THE SITE CONTRACTOR FOR THE PROJECT.



Date	Description	No.
Revisions		

12-14-2020
Gabe Crocker

GABRIEL R. CROCKER, P.E.
 PROFESSIONAL ENGINEER, MA REGISTRATION #47917

12/14/20
Shane Brenner

SHANE M. BRENNER
 PROFESSIONAL LAND SURVEYOR, MA REGISTRATION #45917

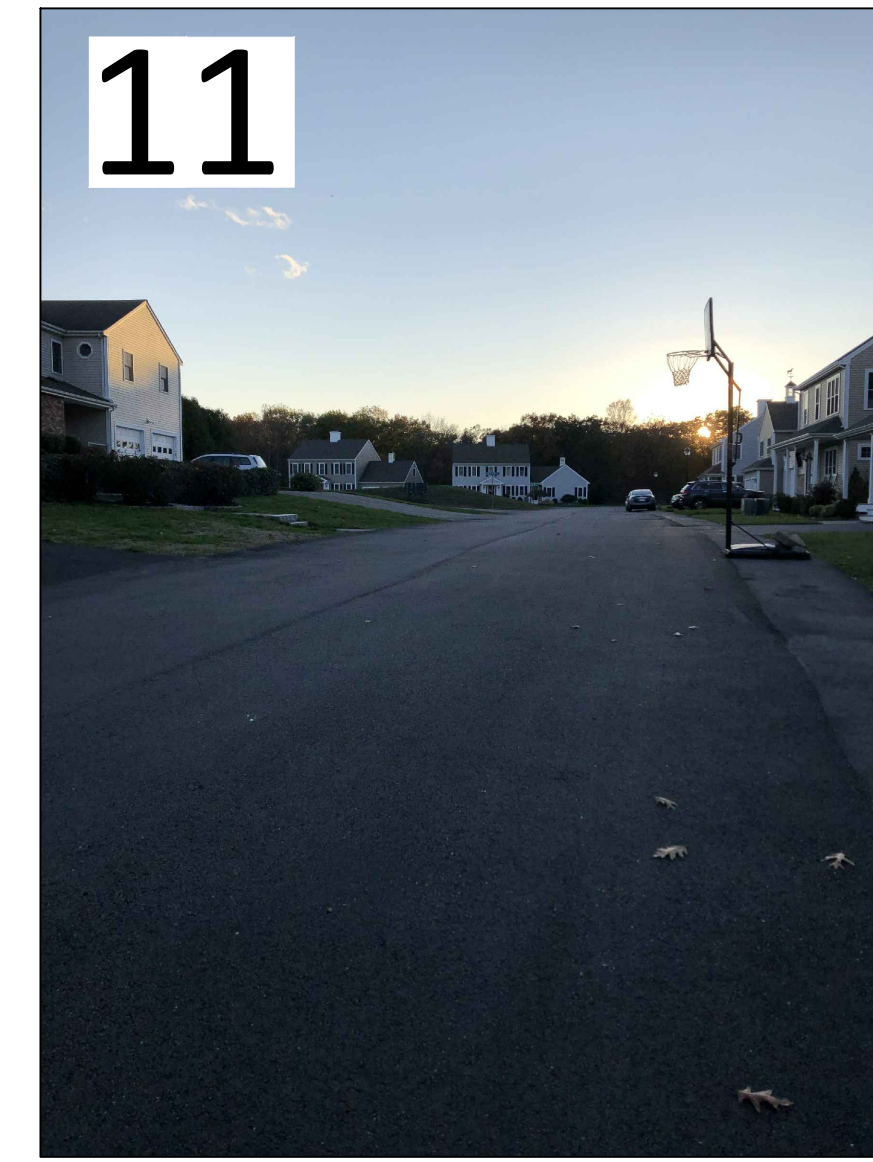
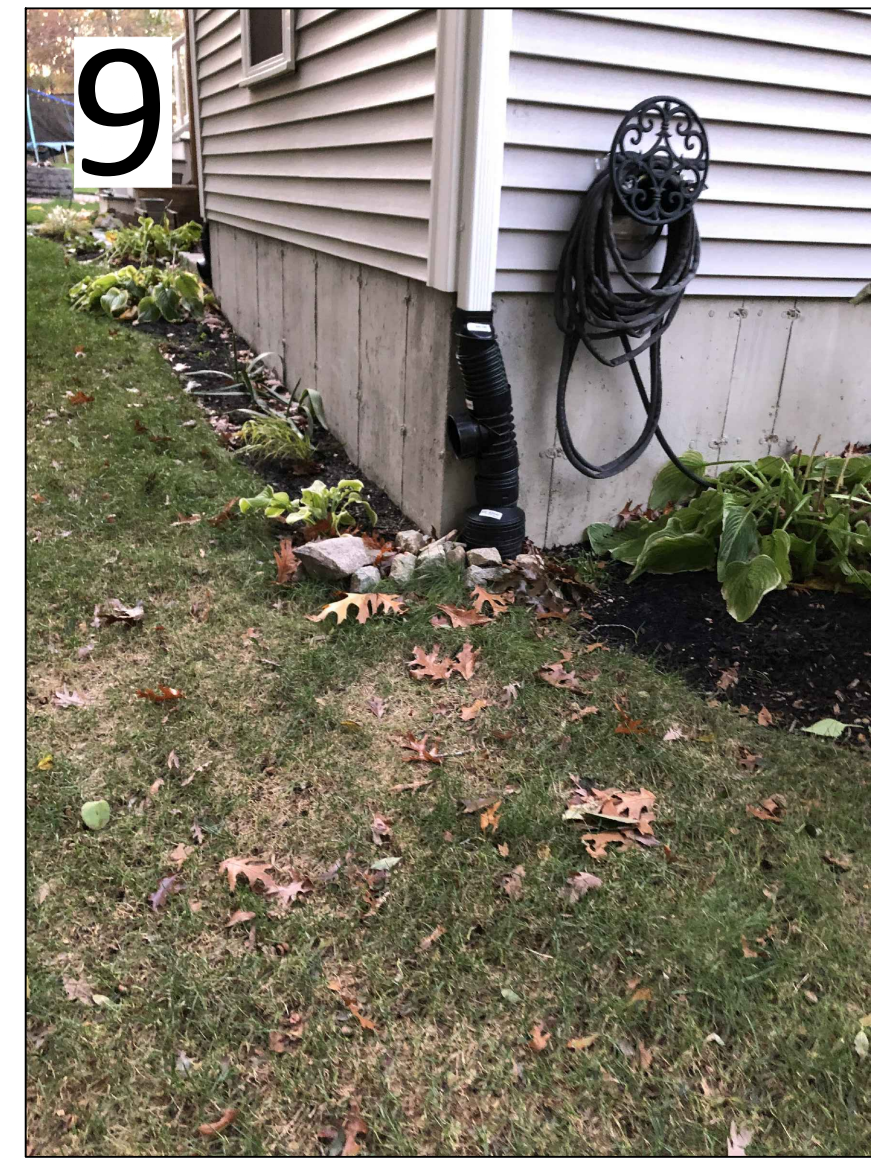
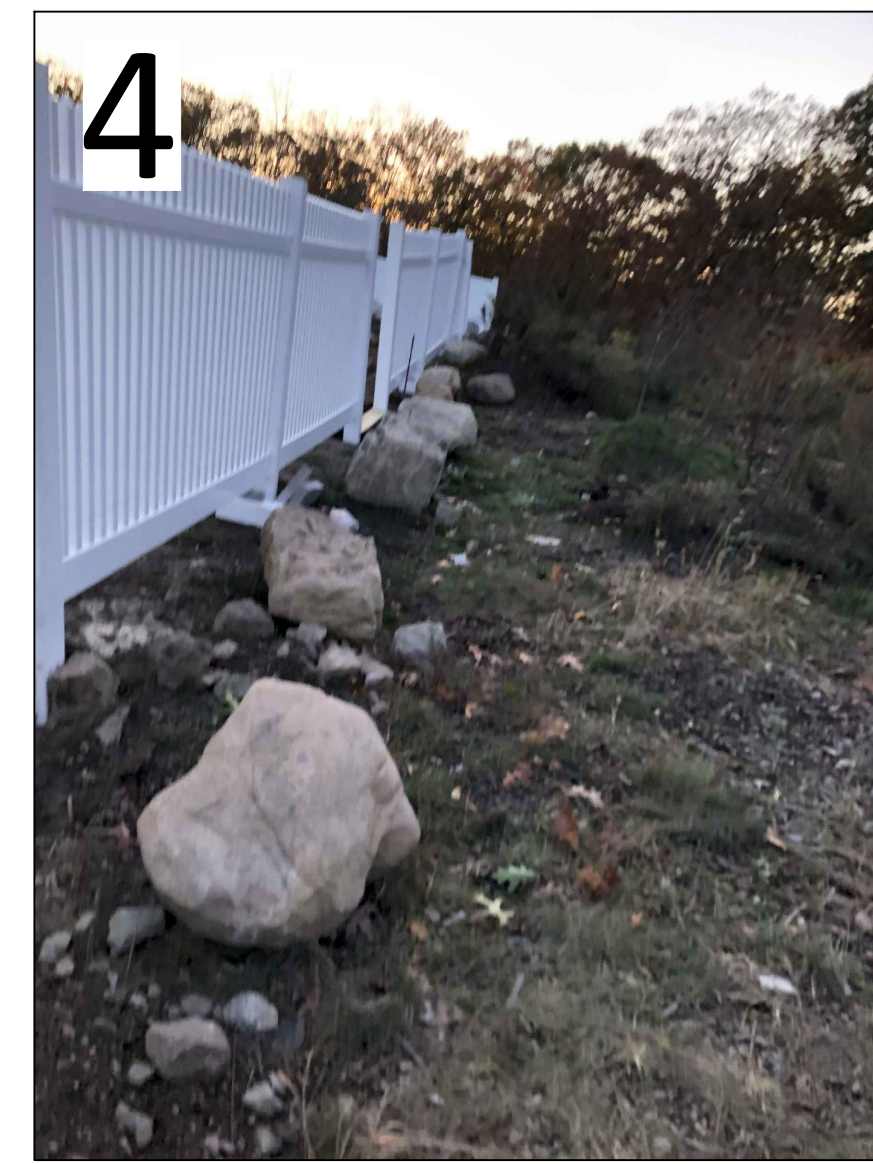
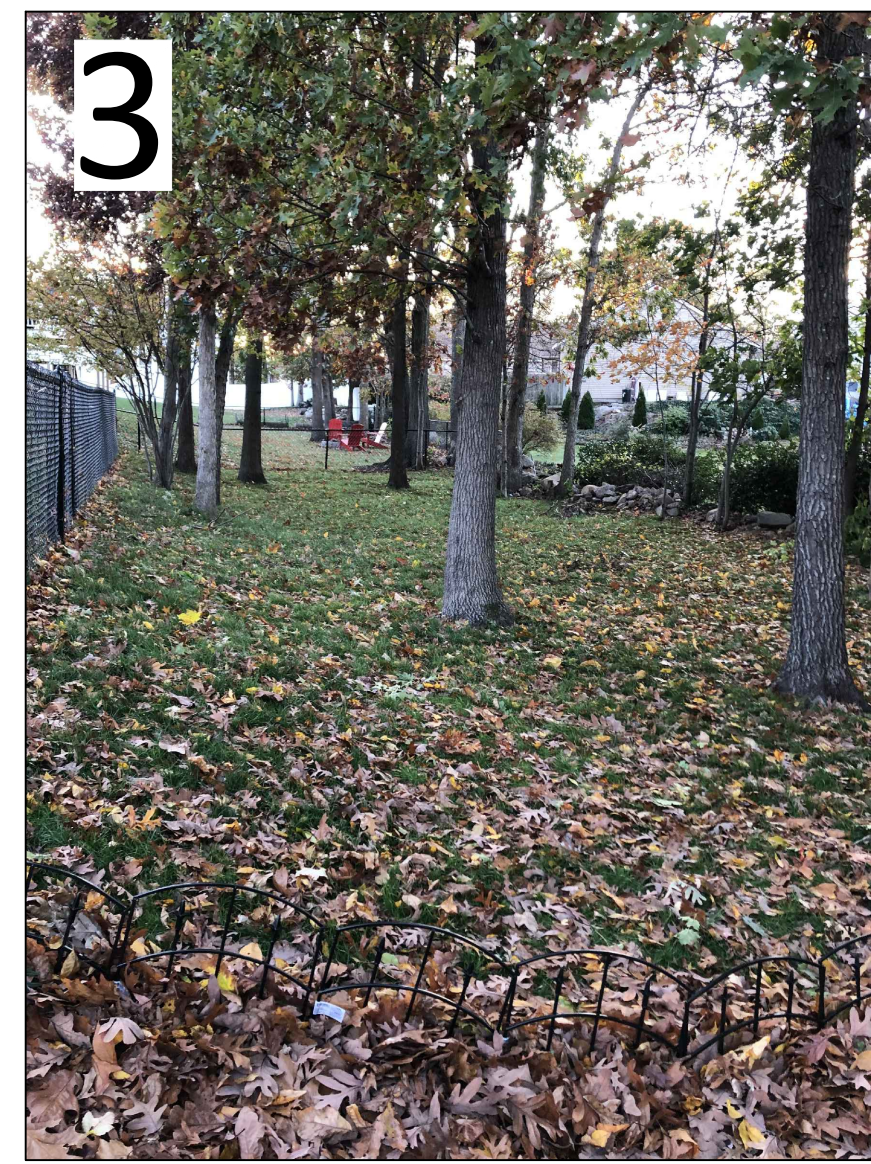
2 SHARP STREET, UNIT B
 HINGHAM, MA 02043
 P: 781-919-0808

Project
MEREDITH WAY
 WEYMOUTH, MA


Prepared for
MEREDITH WOODS, LLC.
 37 DERBY ST. HINGHAM, MA 02043

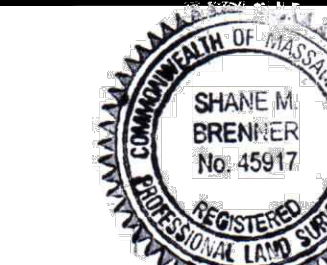
Drawing Title
ROADWAY AS-BUILT PLAN

Project No.	100-004	Drawing No.	AB-1
Date	12-14-2020		
Scale	1"=40'		
Drawn By	AS		
Approved By	GC		



Date	Description
Revisions	


 12-14-2020
Gabe Crocker
 GABRIEL R. CROCKER, P.E.
 PROFESSIONAL ENGINEER, MA REGISTRATION #47917


 12/14/20
Shane M. Brenner
 SHANE M. BRENNER
 PROFESSIONAL LAND SURVEYOR, MA REGISTRATION #45917

Crocker Design Group
 2 SHARP STREET, UNIT B
 HINGHAM, MA 02043
 P: 781-919-0808

Project
MEREDITH WAY
 WEYMOUTH, MA

Prepared for
MEREDITH WOODS, LLC.
 37 DERBY ST. HINGHAM, MA 02043

Drawing Title
ROADWAY AS-BUILT PLAN

Project No.	100-004	Drawing No.	AB-2
Date	12-14-2020		
Scale	1"=40'		
Drawn By	AS		
Approved By	GC		