

Town of Kingston  
Senior Center Building Committee  
Meeting Minutes  
January 2, 2007

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1. The meeting was called to order at 5:45 pm by Chairman, Paul Gallagher. Also present were Phil Burnham, Muriel Boyce, Jack Burrey, Dave Colter, Linda Felix, and Ron Gleason. There were no members absent.
2. Paul opened the meeting by welcoming everybody and wishing them a Happy New Year and discussed the Committee's commitment to having a groundbreaking ceremony for a new Senior Center in 2007.
3. A **Motion** was made by Muriel Boyce and **seconded** by Jack Burrey to approve the Minutes of August 21, 2006 as presented, as well as a second **Motion** was made by Phil Burnham and **seconded** by Jack Burrey to approve the Minutes of the November 29, 2006 Meeting as presented, and they were both **so Voted** unanimously by the Members present.
4. Paul then proceeded to pass out to each Member a copy of a letter from the Old Colony Planning Council, dated December 18, 2006, that was sent to Gary Langenbach as Chairman of the Conservation Committee in answer to an inquiry that Gary had submitted to them regarding MacFarlane property. The Old Colony Planning Council stated that, "they had been asked to comment on two proposed acquisitions; 21 acres on Wapping Road fronting on the Jones River, with five acres that potentially could be used for affordable housing or a Senior Center, and 30 acres on Hawthorne Road bordering on Plympton and on a Jones River Tributary, Barrows Brook which could be used for Open Space and Recreation." Paul continued that nothing has been formalized but there has been discussions that if the Town bought it they would look to CPA for funding and they would ask them to set aside 3 or 4 acres for the Senior Center and we would have to pay for it. (The value of the property is set at \$2+million dollars for both the back and the front properties for a total of 50+ acres. **(A copy of the OCPC letter mentioned above is attached for ready reference.)**)
5. Ron Gleason then raised the question, "and where would we get the money?" Paul answered the Town would get money from some part of the CPA funds for a Senior Center. The State Rules for funds distributed by the CPA break down to be, 10% for affordable housing, 10% for Historical restoration and 10% for

Open Space and the rest would be for the Town to decide how to spend among these three categories previously mentioned. Mentioned was that almost all available CPA money for this year is already applied for - one big request being for the restoration of the Adams Library.

6. There was some discussion to suggest that the Town could/would take a mortgage and together with CPA funding, that could be used to buy the Open Space and Recreation options. Either way, we have to buy it no matter what. If it is \$2 million, it was stated that after 5 years you can vote to eliminate the CPA's involvement. But it was further stated that if you borrow against CPA funds, you cannot eliminate it. It was agreed to again have further discussion on this subject.

7. Ron Gleason suggested that there are those in the Town who have a current interest in buying this land. It was also mentioned that each of the above 2 lots mentioned have their own individual access, the first one is located off of Rt. 106 and the latter is off of Rt. 27 but there is no common boundary in between the two pieces.

8. At this point, Paul interjected that he did not think we should put off our pursuit of a new site while we wait and then could find out that this MacFarlane Farm property and CPA funding situation might not even go through. It no doubt will come up before the April Annual Town Meeting but it might be determined that it really is not a good idea.

9. Jack Burrey asked if we had heard anything on the RFP we put out regarding other available pieces of land and /or have we received anything back on our Motion presented on this matter at the last November 29<sup>th</sup> meeting? Paul replied that nothing has come back as a result of the Motion we put forward.

10. Paul then stated that he thought we should still go ahead with our getting an Article on the Warrant for the April '07 Town Meeting, to be known as Article 6 and will read something like, "To see if the Town will vote to appropriate a sum of money and authorize the Board of Selectmen to purchase a parcel of land as appearing on Assessor's Map 35, Lot 28 and containing 4.5 square acres, more or less ....." Paul then went on to suggest that we submit the above suggested Article to the Board of Selectmen to be considered for the Warrant at the Annual

Town Meeting on April 9<sup>th</sup>, 2007. With that said, a **Motion** was made by Ron Gleason and **seconded** by Jack Burrey to send this suggested Article 6 as noted above to the Board of Selectmen for consideration to placing it on the April 9<sup>th</sup>, 2007 ATM, and it was so **Voted** unanimously by the Members Present. **(A copy of the complete proposed Article 6 to be presented to the BOS for consideration and inclusion on the Warrant at the April '07 Town Meeting is attached for ready reference.)**

11. Jack Burrey asked if we are going to end up paying for this piece of land or will it be bought with Town funds. Paul went on to say that we can discuss this at a later point but we do not now have any money to work with but we could go over the figures for the prior work we have done and then maybe use what's left over. We may get the \$200,000 that Tom O'Brien requested and that the new Governor, Deval Patrick, hopes to get put back in the State Budget. And we do still have the \$160,000 from Arbor Hills, \$3 million from Town Meetings plus the \$200,000 mentioned above - this would be extra if we borrowed the \$1.8 million as planned previously.

12. Paul then proceeded to share with the Committee Members that Kevin Donovan has received a letter dated December 18<sup>th</sup>, 2006 from the BSC Group in answer to our request received by them on December 7<sup>th</sup>, 2006 for surveying and environmental services relative to preparation of an Existing Conditions and Wetland Resource Area Plan for the presently proposed Senior Center; the land involved is approximately 28 acres and includes the Town's Map 35, Lots 27, 28, and 56. Their estimated costs/fees for this project submitted by BSC were \$19,600.

Other, but not all inclusive here, specific services they would be providing included that they would conduct two meetings with Town Officials (i.e., the SCBC Members), that we should set aside \$500 dollars for incidental direct expenses; fees shall be billed monthly; they will delineate the wetland resource areas, including isolated lands subject to flooding and vernal pools located on the site and within 100 feet of the site's boundary; recover existing boundary lines prior to performing the field survey. At this point, Jack Burrey stated that he hoped they could do all these services in less than two months and the letter states that they are prepared to begin the project upon receipt of written authorization to proceed. **(A copy of the BSC submission letter is attached to these Minutes.)**

13. Paul then continued by stating that we had an additional estimate provided by South Shore Survey Consultants and that estimate was for \$34,200 (\$14,600 more and a bit less delineated in its description of things to be performed and they were asking for a \$8,550 dollar deposit to the Surveyor prior to commencement of work on this project and subsequent billing would commence at 30 day intervals.

14. Ron Gleason raised the question here as to where was this money to pay these fees for this engineering project coming from? Paul stated it would come from the \$160,000 we still have left from the Arbor Hills Development and this would provide us with Engineering and Surveying of the 30+ acres, all out back behind and abutting the Town's Municipal Offices property - for the wetlands, possible vernal pools plus, 100 feet around our present property. He also noted that have some of this information already but there are still things of concern that need to be addressed.

15. At this point, Jack Burrey asked in addition to when they could commence, when did we think the project would be competed? Paul went on to say that our RFP was only for us to receive an estimate of cost, and what the Committee needs to do now would be to put forth a Motion at this time to the effect that we want to award a contract to the BSC Group so that they could commence their work immediately and complete their work prior to April 1<sup>st</sup> of this year. Kevin Donovan would be the one to contact them and tell them of a time schedule. Paul continued that we need this information to argue the Article on the Warrant - what size building can be put on this new piece of land and he would be contacting John Catlin on this point.

16. Then the question of do we actually need another RFP came up and Paul then asked if you can use an "Estimate" to award a contract? Ron Gleason interjected that he does believe that the letter we have does sufficiently explain all the inherent costs and could be the actual contract, as it is signed/approved by the BSC Group and he felt that we would not have to get out another RFP. We could save some time by advising them that there could be some minor changes but we felt we could go ahead with the initial estimate/possible contract. At this point, Paul left the meeting to discuss this issue with Kevin Donovan and upon returning, Paul continued by stating that we could award the contract as presented and also put in some specifics. There would be nothing that would prohibit us from

going ahead based on this "estimate" letter. If we are still not ready to go ahead, then we would wait till a Special Town Meeting in October or another Special Town Meeting earlier than October.

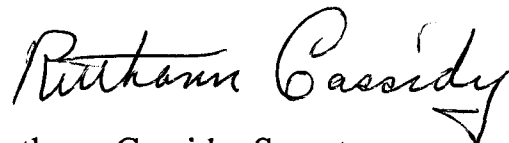
17. After further discussion on this matter, Ron Gleason put forth a **Motion** and it was **seconded** by Muriel Boyce, stating that we go ahead with the BSC group, with perhaps some stipulations, but that BSC go ahead and provide everything that they can provide by March, other than what might be considered seasonal and could be done at a later time, and it was so **Voted** unanimously by those Members present.

18. No date was set for the next meeting of the SCBC but it was noted that Paul will turn in the BSC estimate/letter/contract signed by all the Committee Members to the Town Administrator with the request that we wish to go ahead with their letter.

19. In regard to the above, a **Motion** was put forth by Ron Gleason and **seconded** by Muriel Boyce to go ahead with the BSC letter as stated in the Motion and so voted as put forth in item 17 above, and that the contact people for this project are to be Paul Gallagher, Chairman and Jack Burrey, Vice Chairman of the SCBC and it was so **Voted** unanimously.

20. There being no further business to come before the Committee, a **Motion** was made by Dave Colter and **seconded** by Phil Burnham to close the meeting, it being 6:30 pm. and it was so **Voted** unanimously.

Respectfully submitted,



Ruthann Cassidy, Secretary





December 18, 2006

384 Washington St.  
Norwell, MA 02061

Mr. Kevin R. Donovan  
Office of the Board of Selectmen  
Kingston Town House  
26 Evergreen Street  
Kingston, MA 02364

Tel: 781-659-7981  
Fax: 617-345-8027

Subject: Land Survey and Wetland Resource Area Identification  
Evergreen Street, Kingston, MA

Dear Mr. Donovan:

BSC Group, Inc. (BSC) is pleased to submit this proposal for surveying and environmental services relative to preparation of an Existing Conditions and Wetland Resource Area Plan for the proposed Senior Center in Kingston, Massachusetts.

BSC has prepared this proposal based upon the following understanding of your needs and circumstances, which have effected the scope of services.

- This proposal is based upon a request for proposals entitled "Professional Land Surveying Services" received on December 7, 2006.
- The locus is approximately 28 acres and includes Assessors Map 35, Lots 27, 28 and 56 (the Site).
- The project is in support of the town's efforts to locate a proposed Senior Center on the property.
- BSC has performed Engineering Site Plan and Drainage Reviews for the Site under separate contract.
- For informational purposes, the project architect will provide an Existing Conditions Plan for Lot 27 prepared by Holmberg & Howe Land Surveyors & Civil Engineers, last revised August 29, 2005.

BSC Group, Inc., the Company, proposes to provide to the Town of Kingston, the Client, the following specific services in accordance with the attached Terms and Conditions and Fee Schedule, which are made a part of this Agreement.

Engineers

Environmental  
Scientists

GIS Consultants

Landscape  
Architects

Planners

Surveyors

## 1.0 SCOPE OF SERVICES

- 1.1 Perform research at the Town of Kingston Assessors and Highway Departments, and the Plymouth County Registry of Deeds to recover deed, plan, easement, and other record instruments to retrace the Locus boundary lines.
- 1.2 Research and review available existing conditions information for the site including United States Geological Survey Maps (USGS), FEMA Flood Maps, Soils Maps, Historic USGS Maps, and Massachusetts Natural Heritage and Endangered Species Program Maps.
- 1.3 Delineate the wetland resource areas, including Isolated Lands Subject to Flooding and vernal pools, located on the site and within 100 feet of the site's boundary, as identified in 310 CMR 10.00 (Wetlands Protection Act) and the KWPR (Kingston Wetland Protection Regulations). The delineation will require hanging plastic ribbons to mark the interface between the upland and wetland resource areas including the landward edge of the inland bank to perennial and intermittent streams. The wetland delineation will conform with the methodologies of the United States Army Corps of Engineers (1987 Manual), and the Commonwealth of Massachusetts, Department of Environmental Protection (MADEP). BSC's wetland scientists will collect and maintain field logs relative to the presence of hydrophytic (wetland) vegetation, hydric (wetland) soils, and surface indicators of wetland hydrology in order to produce the MADEP BVW Field Data Sheets required for inclusion in permit submittals or verification of the accuracy of the wetland delineation.
- 1.4 Prepare and submit to the Client a report identifying the locations and types of wetland resource areas delineated. Included in the report will be copies of the MADEP BVW Field Data Sheets.
- 1.5 Reconnoiter the Site to recover existing boundary line monumentation prior to performing the field survey.
- 1.6 Perform an instrument survey of the Site establishing a closed-loop survey control framework that will include the location of existing monumentation and other visible evidence of occupation.
- 1.7 Perform a closed level run to establish NGVD 1929 elevations on site. MassHighway Station 53A located on Summer Street will be utilized if available.
- 1.8 Perform a topographic survey of the Site with field location of all delineated Wetland Resource Areas, natural features, man-made features, and visible utilities. Sufficient data will be collected to support creation of one-foot contours.

- 1.9 Information shown on the Holmberg & Howe 2005 Existing Conditions Plan will be incorporated into BSC's base plan. All data will be field verified for accuracy.
- 1.10 Perform office computations of all field-measured data. The field data will be reduced, adjusted and plotted. The record boundaries will be reconciled with the monumentation found in the field. For the sake of this proposal, it is assumed that information recovered in task 1.1 contains sufficient description of property lines, and that suitable monumentation exists on the ground, to be able to determine location of property lines. If this assumption proves false, additional efforts will be needed to retrace the property lines.
- 1.11 Prepare an AutoCAD Release 2006 Topographic Site Plan depicting boundary lines, topographic features and contours at a 1-foot interval, visible utility locations, buildings and improvements, and all delineated Wetland Resource Areas. Spot grades will be utilized to supplement contours to ensure accurate depiction of site grades. A legend shall be included defining all lines, fixtures, and features shown on the plan.
- 1.12 Plot the drawing on mylar at a suitable size and scale and provide a CD-ROM of the CAD file and six prints of the survey plan signed and stamped by a Professional Land Surveyor licensed in Massachusetts.
- 1.13 Two meetings with Town Officials are included as part of this proposal, one for review of the existing conditions plans; the other to discuss the results of the wetland delineation and Isolated Land Subject to Flooding – Vernal Pool determinations.

## 2.0 ADDITIONAL SERVICES

The following services are not included as a part of this Agreement. These services may become necessary based upon the conclusions derived from the performance of the proposed services. If required, these services will be performed for an additional fee to be paid on an hourly basis in accordance with the attached Fee Schedule.

- 2.1 Any requests for survey work which were not specified in 1.0 Scope of Services.
- 2.2 Services related to the resolution of any property line discrepancies.
- 2.3 Investigations related to subsurface utilities or subsurface conditions.
- 2.4 Attendance at any additional project related meetings.

3.0 SCHEDULE FOR SERVICES

BSC Group, Inc. proposes to begin the services identified in Section 1.0 of this Agreement upon receipt of written authorization to proceed. This offer to perform services is valid for a period of thirty (30) days from the date of the proposal.

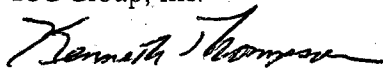
4.0 FEES FOR SERVICES

BSC Group, Inc. has estimated a budget of **Nineteen thousand six hundred (\$19,600.00) dollars** exclusive of any and all direct reimbursable expenses for the services described in Section 1.0 of this Agreement and proposes to provide these services on an hourly basis in accordance with the attached BSC Fee Schedule. The Company suggests that the Client budget an additional **Five hundred (\$500.00) dollars** for direct expenses. The fee for an MBCR Commuter Rail flagman may be necessary to locate railroad boundary monumentation. BSC Group's estimated budget for proposed services shall not be construed to be a not-to-exceed amount. The Company shall inform the Client as soon as practical if it becomes necessary to exceed the budget in order to perform all proposed and additional services required.

Fees shall be billed monthly. Failure to comply with the payment terms of this Agreement shall be cause for the Company to terminate services. The mailing address for all payments is as listed on the Invoice.

Please execute two (2) copies of this Agreement and return one (1) copy with an original signature for our records. BSC Group, Inc. welcomes the opportunity to provide these services and looks forward to working with the Town of Kingston on this project.

Sincerely,  
BSC Group, Inc.



Kenneth M. Thompson  
Survey Project Manager

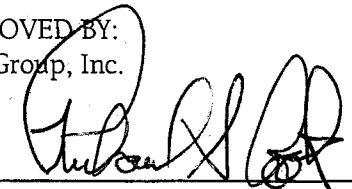
AGREED AND ACCEPTED BY:  
Town of Kingston

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED BY:  
BSC Group, Inc.

  
\_\_\_\_\_  
Richard S. Cook, Senior Vice-President

\_\_\_\_\_  
Date

12/18/06

**SOUTH SHORE SURVEY  
CONSULTANTS, INC.**  
167R Summer Street  
Kingston, MA 02364  
Tel: (781) 582-2185  
Fax: (781) 582-2239  
e-mail: [southshoresurvey@verizon.net](mailto:southshoresurvey@verizon.net)

December 6, 2006

**CONTRACT FOR PROFESSIONAL LAND SURVEYING SERVICES**

**Town of Kingston (CLIENT) and South Shore Survey Consultants, Inc. (SURVEYOR), 167R Summer Street, Kingston, MA 02364, agree that the SURVEYOR shall perform the following services for the CLIENT:**

**Perform a Topographical Survey and identification of all Wetland Resource Areas, to include vernal pools as identified in 310 CMR 10.00 (the Wetlands Protection Act) and the Town of Kingston KWPR (Kingston Wetlands Protection Regulations), to include:**

- 1) Research at the Kingston Assessors Office and the Plymouth County Registry of Deeds.**
- 2) Enter record plans and deeds to CADD.**
- 3) Establish vertical (N.G.V.D.) survey control and transfer to site.**
- 4) Field recon for survey monuments.**
- 5) Set up and run a perimeter traverse.**
- 6) Identification and field delineation of all Wetland Resource Areas identified in 310 CMR 10.00 (Wetlands Protection Act) and the KWPR (Kingston Wetland Protection Regulations) by an Ecological Engineer.**
- 7) Preparation of DEP Field Data Forms and a Report on all Wetland Resource Areas impacting the site.**
- 8) Perform a topographic survey with field location of all delineated Wetland Resource Areas, natural features, man-made features, visible utilities, etc.**
- 9) Download field data to CADD and perform survey calculations. Plot data and prepare a topographic manuscript.**
- 10) Preparation of Topographic Site Plans showing all Wetland Resource Areas for submission to the Town of Kingston.**
- 11) Meetings with Town Officials as necessary.**

**On the following described lands: Kingston Assessors Map 35, Lots 27, 28 and 56  
Comprising approximately 27.96 Acres**

**In consideration of the amount of: \$34,200.00 (Estimate Only)**

**SURVEYOR agrees to begin this project not later than 2 ± weeks from receipt of signed contract and retainer check, barring acts of God and circumstances beyond the SURVEYOR'S control.**

**CLIENT agrees to pay the sum of \$8,550.00 to SURVEYOR prior to the commencement of work on this project, subsequent billing at thirty (30) day intervals and due upon receipt of Invoice.**

**SURVEYOR'S liability under this agreement shall be limited to the amount of the fee charged.**

**A lien will be recorded within 45 days of the last day of work unless the account is paid in full or other arrangements have been made.**

**Should CLIENT be a corporation, the person signing this Contract also agrees to take full personal responsibility for the amounts specified herein.**

**Please retain one copy of this Contract for your records and return the other copy with your retainer check, if applicable. Thank you.**

**CLIENT** \_\_\_\_\_  
**Town of Kingston**

**DATE** \_\_\_\_\_

**SURVEYOR** \_\_\_\_\_  
**Mark D. Casey, Principal**

**DATE** \_\_\_\_\_