



Board of Selectmen
Meeting Packet
March 9, 2021

CHAPTER 90 - FINAL REPORT

updated 8/2012

CONTRACT #

City/Town	<u>Medfield</u>	Project	<u>Intersections Improvement Study</u>
Location(s)	<u>Various Roadways and Intersections</u>		
Length	Feet	Width	Feet
Work was Started	<u>11/01/2020</u>	and Completed	<u>01/30/2021</u>
Work was Suspended	<u>/ /</u>	and Resumed	<u>/ /</u>
Done by: Force Account	<u>X</u>	Advertised Contract	<u>Other</u>

* REMARKS:

EXPENDITURES:

State Funds @ 100%	\$ 10,300.00
Municipal Funds	\$
Other Funds	\$
TOTAL PROJECT EXPENDITURES	\$ 10,300.00

SCOPE OF WORK:

Town of Medfield will be hiring transportation engineers to study 5 intersections in conjunction with our pavement management program to recommend improvements in vehicle movements and safety.

CERTIFICATION

The undersigned hereby certify under penalties of perjury that documentation to substantiate the above expenditures is available for examination in accordance with Executive Order No. 11141 (April 27, 1981) and Chapter 11, Section 12.

We further certify that all equipment rental costs are within the approved limits established by the MassDOT Highway Division, that the Municipality has complied with all applicable statutes and regulations, that the requests for reimbursements for allowable project expenses actually incurred are in conformance with the "Chapter 90" Project Request, and that the Municipality will be responsible for the future maintenance of this project including the cost thereof.

Copies of the notification published in the Central Register and notice in a newspaper of local circulation required by Chapter 149, Section 44J, and the prevailing wages as determined by the Department of Labor and Industries obtained in compliance with Chapter 149, Section 27F, of the General Laws, as applicable, must be attached.

PREPARED & REVIEWED BY

Marina Gould

S i g n e d :

Duly Authorized Municipal Officials Date

- Include additional Contract Nos. if other Chapter 90 Funds were also used. List street names, total amounts charged to each location, extra work orders, etc. Use back if necessary, or attach supporting papers.



CHAPTER 90 – REIMBURSEMENT REQUEST

City/Town: MEDFIELD Project: Intersection Improvement Study

Project request was approved on 10/29/2020 for \$ 10,300.00

at 100% Reimbursement Rate = \$ 10,300.00.

- 1) Attached are forms which document payment of approved expenditures totaling \$10,300.00 for which we are requesting \$ 10,300.00 at the approved reimbursement rate of 100%.
- 2) The amount expended to date on this project is \$10,300.00.
- 3) Is this request for a FINAL payment on this project? Yes No
- 4) Remarks:

CERTIFICATION

A. I hereby certify under the pains and penalties of perjury that the charges for labor, materials, equipment, and services itemized and summarized on the attached forms are true and correct, and were incurred on this project in conformance with the MassDOT Highway Division Policies and established Municipal Standards that were approved for this project.

Maurice Gould
(Signed)

DPW DIRECTOR
(Municipal Highway Official - Title)

3/3/2021
(Date)

B. I/we certify under the pains and penalties of perjury that the items as listed or summarized on the attached forms were examined; that they are in conformity with our existing wage schedule, equipment rates, and all applicable statutes and regulations; that they are properly chargeable to the appropriation(s) designated for this work; and that Executive Order No. 195, dated April 27, 1981 is acknowledged as applicable.

REVIEWED AND APPROVED FOR TRANSMITTAL

by _____

Signed : _____



J. A. Ricciuti
(Accounting Officer's Title)

TOWN ACCOUNTANT

(Duly Authorized)

DAT 3/3/2021
E _____

16477



2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472
www.nitscheng.com

CH90

Maurice Goulet
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

December 15, 2020
Project No: 14257.
Invoice No: 70863

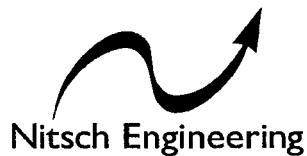
Project 14257. Medfield Intersection Improvement Study

Contract # DPW 2020-05

Professional Services from November 1, 2020 to November 28, 2020

Fee

Total Fee	10,300.00	
Percent Complete	30.00	Total Earned 3,090.00
		Previous Fee Billing 0.00
		Current Fee Billing 3,090.00
	Total Fee	3,090.00
	Total this Invoice	\$3,090.00



2 Center Plaza, Suite 430
Boston, MA 02108-1928
T: 617-338-0063
F: 617-338-6472
www.nitscheng.com

Maurice Goulet
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

February 11, 2021
Project No: 14257.
Invoice No: 71530

Project 14257. Medfield Intersection Improvement Study

Contract # DPW 2020-05

Professional Services from December 27, 2020 to January 30, 2021

Fee

Total Fee	10,300.00		
Percent Complete	100.00	Total Earned	10,300.00
		Previous Fee Billing	3,090.00
		Current Fee Billing	7,210.00
		Total Fee	7,210.00
		Total this Invoice	\$7,210.00



Nicholas Milano <nmilano@medfield.net>

Re: Medfield: HRSA COVID Uninsured Portal Follow Up

William Carrico <wcarrico@medfield.net>

Thu, Mar 4, 2021 at 1:56 PM

To: Kristine Trierweiler <ktrierweiler@medfield.net>, Nicholas Milano <nmilano@medfield.net>

Good afternoon,

Can you add this COMSTAR contract addendum to the next BOS meeting? It will need to be signed. The addendum provides COMSTAR with administrative rights to access the Health Resources & Services Administration (HRSA) Optum portal to submit claims and pull payments on our behalf. HRSA provides compensation for the treatment of patients without insurance and a COVID diagnosis. The existing COMSTAR contract was signed by the board on May 14, 2019 and expires June 30, 2022.

More information is available at <https://coviduninsuredclaim.linkhealth.com/?state=NQqeK3QRIJGSwuLn5WIETmLx>.

Thanks,

William C. Carrico II
Fire Chief/EMD
Medfield Fire
112 North Street
Medfield, MA 02052
(O) 508-359-2323 Ext 3186
(C) 508-498-3570
(F) 508-359-2212

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----- Forwarded message -----

From: Jenna Hulbert [REDACTED]

Date: Thu, Mar 4, 2021 at 1:36 PM

Subject: RE: Medfield: HRSA COVID Uninsured Portal Follow Up

To: William Carrico <wcarrico@medfield.net>

Good Afternoon Chief,

Attached you will find the Contract Amendment, providing Comstar the authority to become the active administrator for Medfield's Optum Account for the purposes related to the HRSA COVID Uninsured Portal. Comstar will complete the set-up of the Optum account and submit claims and pull payments on your behalf.

Please review, sign and return the attached Contract Amendment.

AMENDMENT TO COMSTAR AGREEMENT

This Amendment to the Comstar Agreement (“Amendment”) is made as of March 4, 2021 (“Amendment Effective Date”), by and between of the town of Medfield (“Medfield”), a Municipal corporation duly organized under the law of the Commonwealth of Massachusetts and Comstar Ambulance Billing Service (“Comstar”), a Massachusetts Corporation, with its principal office in Rowley, Massachusetts (each may be referred to as a “Party” and collectively as “Parties”).

WHEREAS, the Parties entered into the Comstar Agreement effective as of May 31, 2019 (“Agreement”); and

WHEREAS, the Parties desire to amend the Agreement as provided herein:

ARTICLE I

Article 21 is hereby added to the Agreement in its entirety as follows: Medfield assigns Comstar the right to be the active administrator for their Optum Account for purposes related to the HRSA Uninsured Portal. This will give Comstar the ability to set-up the Optum account, submit claims and pull payments from the HRSA portal.

ARTICLE II

All terms and conditions not modified herein shall remain in full force and effect.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the undersigned have duly executed this Amendment as of the Amendment Effective Date.

Comstar By:

Signature

Medfield By:

Signature

Printed Name and Title:

Richard Martin, Manager & CEO

Printed Name and Title:



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # MFD 2019-01

This Contract is made this 31st day of May 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and COMSTAR, LLC. having a usual place of business at 8 Turcotte Memorial Drive, Rowley, MA 01969, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to perform the work and the Town has decided to award the contract therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. **Contract Documents:** The Contract Documents consist of this Agreement together with the Contractor's fixed percentage rate of 4% for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. **Scope of Services:** The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. **Contract Term:** The Contract Term is as follows: June 1, 2019 through June 30, 2022 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional ambulance/medical services billing/payment recovery. Contractor warrants and represents that it is familiar with the supply and services of specified products.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
14. Termination:
 - a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition

or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
16. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
17. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
18. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.
19. CMS Final Rule: Beneficiary Signautre Requirement: On November 1, 2007, CMS posted the Final Rule for physicians and other suppliers. Under this rule is the Beneficiary Signature Requirement for ambulance transports. Medicare regulations, specifically 42 C.F.R. §424.36, require a patient's signature on a claim, unless the patient has died or the ambulance provider/supplier can qualify for one of a number of listed exceptions.

The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

20. Ambulance Provider Licensure and Crew Members Certification: In order for your service to qualify for reimbursement by Medicare and other payers, your service must be licensed and all crew members must be certified by your state. The ambulance service agrees to understand and comply with this requirement for all run reports submitted to Comstar for billing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day and year first above written.

(Contractor)

By: Mark
Title: Manager & CEO

Approved as to Form: 5.14-1g

Mark G. Cefel
Mark G. Cefel, Town Attorney

Board of Selectmen

John M. Murphy
SPR
Kristine Trierweiler

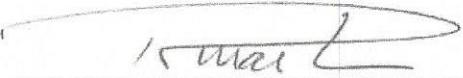
Town of Medfield, MA

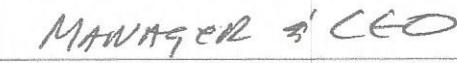
Kristine Trierweiler
Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:


Print Name RICHARD MARTIN


Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Richard Martin, authorized signatory for
name of signatory

Constar, LLC, whose
name of contractor

principal place of business is at Roslindale, MA.

Constar, LLC does hereby certify under the pains and penalties of perjury that
name of contractor has paid all

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature


5/9/19
Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

5-9-19

(Date)

The undersigned, being the Shareholders of Comstar, LLC, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

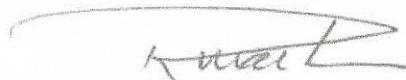
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Richard Martin, the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on May 9, 2019.



Clerk of Corporation

SEAL

Attachment #1

Ambulance Billing Services

COMSTAR, Inc

COLLECTIONS and DEPOSITS:

All amounts received by COMSTAR will be recorded and the proceeds deposited in an account at the bank providing municipal banking services to the Town of Medfield during the period of the contract, and the account shall be to the Town of Medfield, MA. Comstar shall institute a Billing and Collection process per the ambulance billing and collection process outline below.

At the expiration of each month, COMSTAR shall bill the Town of Medfield for collection charges due the billing service for collections made that month.

AMBULANCE FEE:

Until notified of any change by the Town of Medfield, the charges for ambulance service will be set at 50% higher than the MEDICARE NATIONAL RATE, as outlined by Town Ordnance.

EXPENSES:

Refunds: All expenses directly or indirectly related to the collection of the Town of Medfield patients accounts shall be borne by COMSTAR. Other refunds due the patient, as a result of an error on the part of the Town of Medfield, or overpayment or any other cause, not the fault of COMSTAR, shall be paid by the Town of Medfield.

Except: As otherwise specifically provided herein, COMSTAR will not incur expenses on behalf of or without the Town of Medfield's prior consent.

In the case of an overpayment by an insurance company or patient, where a refund needs to be issued, COMSTAR will supply the town of Medfield will all necessary evidence and documentation of overpayment for the town to process.

OTHER:

It is understood that the Town of Medfield accepts assignment of Blue Shield, Medicaid, Medicare and Medicare/Medicaid. Accordingly, COMSTAR will make the required contractual adjustments when applicable and will be reported on the monthly revenue statement.

Write offs and/or reductions of charges for persons applying for a waiver, will be handled by the Town on an abatement basis at their discretion. Requests for abatements or adjustments from patients will initially be sent to COMSTAR, and then sent to the Town of Medfield. This would be applicable to any patient who signs for an abatement or waiver after being billed by the service.

RECORDS and REPORTS:

COMSTAR will furnish to Town of Medfield the following reports.

A report of all collections together with a copy of the deposit slip evidencing the deposit to Town of Medfield's bank account. These reports shall include a breakdown of services based on the level of service i.e. BLS and ALS.

A monthly recap of services, collections, and adjustments for the month.

At a minimum the following reports are required: commitment listings, listing of write offs, adjustment credits, any other report determined necessary to be able to prove balance from month to month.

All records and correspondence relating to Town of Medfield's accounts receivable and the billing services collection efforts will be kept at COMSTARs office and shall be available for examination by Town of Medfield or authorized representatives.

All correspondence and inquiries for waiver applications will be directed to COMSTAR's mailing address. All payments will be directed to the Town of Medfield.

All documents shall be made available to an external auditor hired by the Town of Medfield

All documents provided to the Town of Medfield or its external auditors shall be at no cost to the Town or the auditors.

MISCELLANEOUS:

COMSTAR will collect accounts receivable of the Town of Medfield under the name of Ambulance Billing Service, Town of Medfield.

COMSTAR shall delegate an authorized representative for receiving notices and day to day contract administration.

NAME OF REPRESENTATIVE: Richard L. Martin 1-800-742-3001

AMBULANCE BILLING AND COLLECTION PROCESS OUTLINE

All Transports

- 1) Secure Electronic Receipt or Retrieval of Client PCR's
- 2) Upon receipt of PCR data file from client, Comstar will issue a confirming email to Client. The email will contain the PCR count received by Comstar in the export file along with the date of service range of the PCR's
 - a. Client will check the Comstar email total to the total of PCR's sent.
 - b. Client will report any variance detected to Comstar for prompt resolution.
- 3) 2 level patient address verification
 - a) 2 level address correction if address provided is undeliverable
 - b) 2 level address search if mail is returned
- 4) Verification of Insurance Information Received with PCR

With Insurance Information

- 1) Claims submitted direct to insurance carrier electronically.
- 2) Deductibles Management Services Applied
- 3) Remittance Advices Attained Electronically
- 4) Denial Appeals submitted as required

No insurance or no insurance information

- 1) Contact or re-contact receiving hospital to attain insurance info, if hospital permits
- 2) Advanced Self-Pay Scrubber Service Applied to Find Any Applicable Insurance
*If no insurance information is obtained, then direct patient billing begins
- 3) First bill prior to insurance submission
- 4) Second bill prior to insurance submission
- 5) Third bill prior to insurance submission

Balance Billing the Patient

- 1) First bill for balance after insurance
- 2) Second bill for balance after insurance
- 3) Third bill for balance after insurance

To Collect Balances Not Received After the Above is Performed

- 1) Collection Letter
- 2) Steps Taken Only After Client Review and Approval:
 - a. Report Bad Debt to Experian Credit Bureau*, or
 - b. Send To FFR, Advanced Collection Agency*, or
 - c. Abate Charges

Other

- Hardship Waiver Request Form - Standard or Custom
- Notice of Privacy Practice Mailing Service – Separate enrollment fees apply

*Collection of accounts at this stage is doubtful (3-5% of \$ reported..). It is recommended that these be written off when reported to FFR or Experian and the receivable reinstated and marked paid when actual payment is received.

March 1, 2021

Dear Selectmen Peterson, Murby, Marcucci, and Town Administrator Kristine Trierweiler,

I am writing on behalf of the Medfield Garden Club (MGC) to request permission to plant a tree on Town property at Meetinghouse Pond.

The tree would be a spring flowering (likely pink flowers), ornamental, deciduous tree. It would also be drought and disease resistant to optimize the hardiness of the plant.

We are considering varieties of kousa dogwood or ornamental plum and will make a final decision after further discussions with the nursery manager.

The site we are considering is about 15' set back from the pond and directly across from the front door Dwight Derby House in line with a municipal bench currently in place.

Please refer to photos at the end of this letter for the proposed location.

The tree is being planted in memory of one of our members Najwa Sabra, and her husband is making a donation to the Medfield Garden Club to cover the costs of purchasing and installing the tree. The MGC would also assume all responsibility for care and maintenance of the tree, as we do for the 22 sites we maintain in town.

Depending on weather and availability of nursery stock, we would hope to plant by mid April.

Turning our attention to spring planning and planting while there is snow on the ground is what we gardeners do best, and we hope our request kindles a little spring fever for you too.

Please feel free to contact me with any questions.

Thanks in advance for your time and attention.

Nancy Tella
Medfield Garden Club







COVENANT WITH THE TOWN OF MEDFIELD
Court
(LINCOLN WAY, A PRIVATE WAY)

We, Susan H. Monac and Clifford A. Monac, 54 Country Way, Medfield MA 02052 are the owners of the Land shown as Lots 19A, 20A, 21A and 22A on a plan of land entitled "GROVE STREET ANR SUBDIVISION PLAN OF LAND MEDFIELD MA" ("the Plan") dated January 28, 2020, recorded with Norfolk County Registry of Deeds in Plan Book 689, Page 25.

The common driveway shown on the Plan is a Private Way. The Plan was approved with conditions by the Zoning Board of Appeals of the Town of Medfield by Notice of Decision dated May 3, 2019, filed with the Town Clerk of the Town of Medfield on June 5, 2019, said Notice of Decision is filed with Norfolk County Registry of Deeds in Book 36866, Page 379.

In accordance with said Plan and said Decision we, for valuable consideration paid, the receipt of which is hereby acknowledged, do for ourselves and our heirs, successors, transferees and assigns, covenant and agree with the Town of Medfield, acting by and through its Board of Selectmen, whose signatures are affixed hereto, as follows:

1. Lincoln Way shall be constructed as a private road in accordance with the above-described Plan and any and all Special Permits, Variances and Conditions granted and/or imposed by the by the Zoning Board of Appeals, together with the drainage for said Lincoln Way and the individual lots shall be constructed as a private drainage in the Town of Medfield;
2. The property owners served by said Lincoln Way shall have the exclusive and continuing obligation for maintenance, repair and snow removal of said way and the maintenance and repair of said drainage;
3. Lincoln Way shall remain a private road and is not intended to be now, or at any time in the future, a public way and the drainage shall remain a private benefit of the common driveway and individual lots;
4. No petition shall ever be made to the Town of Medfield seeking to change the status of Lincoln Way and/or the drainage from that of a private way/private drainage or to transfer the obligation for maintenance, repair and/or snow removal from the private property owners to the Town of Medfield;

5. Lincoln Way and the drainage shall be constructed in accordance with the standards set forth in Section 300, Subdivision of Land Rules and Regulations of the Town of Medfield, except those waived by the Zoning Board of Appeals. Maintenance and repair of the common drive, forced sewer main pipes, and storm water system and the evergreen buffer along Grove Street shall be the responsibility of the owners and shall never be the responsibility of the Town, and the Town shall never be required to perform any service, repair or maintenance with respect to said ways, areas, or any of the aforementioned systems within the subject property provided that, if owners fail to perform any of the specified work. Town may after thirty days' written notice, enter the property and perform the work at owners' expense, as further provided in the following paragraph. The Town will never be required to provide snow plowing with respect to the subject property; and
6. The Town of Medfield, its agents and servants, shall have the right but not the obligation at all times to enter Lincoln Way for the purposes of inspecting, maintaining, and/or making emergency repairs including, but not limited to, drainage. In such event, the private property owners shall be liable, jointly and severally, for the payment of all expenses incurred by the Town in connection therewith, and unpaid expenses shall constitute a lien on their property.

This Covenant shall be binding upon the Record owners of Lots 19A, 20A, 21A and 22A, their heirs, successors, transferees and assigns and shall run with the land.

Executed as a sealed instrument this 4th day of March, 2021.

/s/

S. H. Monac

Susan H. Monac

/s/

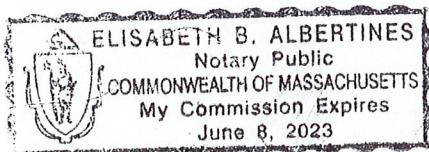
Clifford A. Monac

Clifford A. Monac

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this 4th day of March, 2021, before me, the undersigned notary public, personally appeared the above-named Susan H. Monac and Clifford A. Monac, who proved to me through satisfactory evidence of identification, which were Massachusetts drivers' licenses, to be the person (s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



/s/

Elisabeth B. Albertines

Notary Public

My Commission Expires: 6/8/23

ACCEPTANCE

Accepted and agreed to by the Town of Medfield – Board of Selectmen, on behalf of the Town of Medfield.

Osler L. Peterson, Chairman

Michael T. Marcucci, Clerk

Gustave H. Murby, Member

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

March ___, 2021

Then personally appeared the aforenamed Osler L. Peterson, Michael T. Marcucci and Gustave H. Murby, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose name is signed on the preceding document, and acknowledged to me they signed it voluntarily for its stated purpose as the free act and deed of the Town of Medfield Board of Selectmen.

Notary Public

My commission expires: _____



Evelyn Clarke <eclarke@medfield.net>

Town Clock work

1 message

David Maxson [REDACTED]
To: Evelyn Clarke <eclarke@medfield.net>

Wed, Feb 24, 2021 at 10:36 AM

Dear Selectmen,

I have managed to maintain the town clock at no cost to the town, personally bearing the occasional minor out-of-pocket expense for incidentals like lubricant. And, as you know, the cost of electricity is paid by First Parish. The last work done was in 2006, with about \$10,000 of town money to renovate the clock room, clock turret and stairs to make them safe for clock-keepers and visitors taking tours.

Our current effort is to upgrade the fire safety and electrical safety of the clockworks. The clock is still powered by knob and tube wiring, and the wood clock room has no fire protection.

In addition, I am eager to get started renovating the clock in Lee Chapel at MSH. The clockworks appear intact, lacking a motor and drive gearing to power it. Once working, we should be able to power it from a solar panel and battery. It would be another sign of life at the MSH quad to have the clock telling time again!

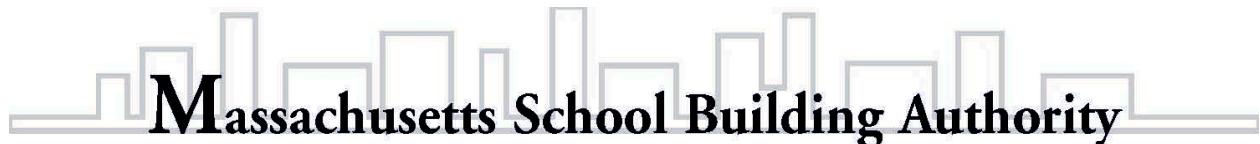
I propose a budget of \$5000 to pursue these general objectives over the course of the year. A portion of it can come from this FY if funds are available, but some of the work may not happen until next FY.

Thank you for your consideration,

David Maxson
Keeper of the Town Clock

--
David Maxson
Isotrope, LLC
503 Main Street
Medfield, MA 02052





Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

March 3, 2021

Mr. Osler Peterson, Chair
Medfield Board of Selectmen
459 Main Street
Medfield, MA 02052

RE: Medfield- First Amendment to the Feasibility Study Agreement
Dale Street Elementary School (MSBA Project No. 201701750005)

Dear Mr. Osler:

Attached please find the First Amendment to the Feasibility Study Agreement between the Massachusetts School Building Authority (“Authority”) and the Town of Medfield (“Town”) for the Proposed Project at the Dale Street Elementary School. The purpose of the Amendment is to extend the term of the agreement from June 12, 2021 to November 30, 2021.

The Town should return a signed scanned copy of the Amendment via email to me at brian.kelly@massachusettsschoolbuildings.org as soon as possible.

Please reference the Town’s Certification of Legal Counsel that was submitted with the Feasibility Study Agreement to determine which Town governmental officer(s) and/or governmental body has the full legal authority to sign this Amendment to the Feasibility Study Agreement. If necessary, please consult with local legal counsel to update the Certification of Legal Counsel.

Once fully executed, the Authority will e-mail a copy of the Amendment to the Town.

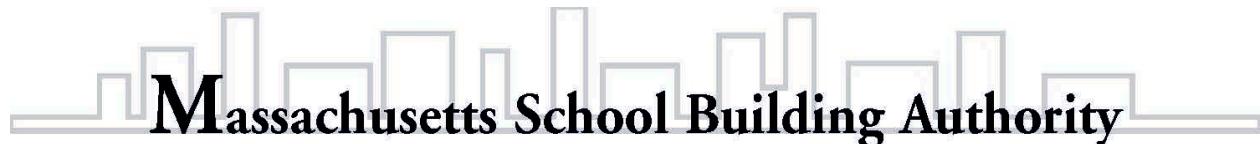
Please note, the Town should also mail a signed original of the Amendment to the MSBA at its convenience. The Amendment with an original signature will be retained by the MSBA for the project file.

If you have any questions, please contact me at brian.kelly@massschoolbuildings.org.

Regards,

Brian P. Kelley
Senior Associate General Counsel

Attachments



Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

cc: Legislative Delegation
Kristine Trierweiler, Medfield Town Administrator
Jessica Reilly, Chair, Medfield School Committee
Dr. Jeffrey J. Marsden, Superintendent, Medfield Public Schools
Michael LaFrancesca, Director of Finance and Operations, Medfield Public Schools
Lynn Stapleton, Owner's Project Manager, Leftfield LLC
Gina Gomes-Cruz, Owner's Project Manager, Leftfield LLC
Lawrence Spang, Designer, Arrowstreet Inc.
File: 10.2 Letters (Region 4)

District: Medfield

School Name: Dale Street Elementary School

MSBA Project Number: 201701750005

**FIRST AMENDMENT
TO THE FEASIBILITY STUDY AGREEMENT
BETWEEN THE TOWN OF MEDFIELD AND THE MASSACHUSETTS SCHOOL BUILDING
AUTHORITY**

Effective as of May 13, 2019 (“Effective Date”), this First Amendment to the Feasibility Study Agreement between the **Town of Medfield** (“District”) and the Massachusetts School Building Authority (“Authority”), including all Exhibits and other documents attached hereto and incorporated by reference herein (“Amendment”), hereby amends the Feasibility Study Agreement between the District and the Authority for the Project at the **Dale Street Elementary School** which Agreement has an effective date of May 13, 2019 (hereinafter “Agreement”), as more particularly described below. This Amendment contains all of the terms and conditions agreed upon by the District and the Authority (collectively, “Parties”) as amendments to the original Agreement. No other understandings or representations, oral or otherwise, regarding amendments to the original Agreement shall be deemed to exist or bind the Parties.

The Agreement is hereby amended as follows:

1. Section 2.2 of the original Agreement, is hereby deleted in its entirety. Inserted in place thereof is the following language:

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority’s Board until on or after July 1, 2020. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority’s Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or November 30, 2021, whichever occurs sooner.

All other terms and conditions of the original Agreement, including Exhibits attached thereto or incorporated by reference therein, that are not hereby deleted or otherwise amended shall remain in full force and effect. The District warrants and represents that it has read and understands this Amendment. The District further warrants and represents that its undersigned officer or representative has full legal authority to enter into this Amendment on behalf of the District and to bind the District to its terms and conditions.

District: Medfield

School Name: Dale Street Elementary School

MSBA Project Number: 201701750005

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in duplicate originals by their duly authorized officers or representatives as of the Effective Date written above.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

John K. McCarthy
Executive Director

Signature Date

TOWN OF MEDFIELD

By,

Name (Type/Print)

Signature Date

Title/Office (Type/Print)



Evelyn Clarke <eclarke@medfield.net>

April is Donate Life Month!

2 messages

Liz Sandeman [REDACTED]

To: Evelyn Clarke <eclarke@medfield.net>

Wed, Mar 3, 2021 at 11:04 AM

Dear Evelyn,

In previous years the Board of Selectmen have graciously allowed the Donate Life flag to be displayed in the Medfield Town Hall lobby. I was wondering if it was possible to add the request to display the flag again this year to the next agenda. In the past I have not needed to speak before the selectman but if you need me to I would be more than happy to appear.

Thanks so much for any help you can give me in helping to raise awareness about organ donation.

Sincerely,

Liz Sandeman

A Medfield resident and volunteer at New England Donor Services.

Medfield Lion and Massachusetts State Lions Organ Donation Awareness District Representative.

Live Life then Give Life

Sign up on the Organ Donor Register

USA - <https://registerme.org>

Evelyn Clarke <eclarke@medfield.net>

To: Liz Sandeman [REDACTED]

Wed, Mar 3, 2021 at 11:58 AM

Hello Liz,

Doesn't seem possible that April will be here in a flash. I will be back in touch with a Selectmen's meeting date.

Thank you

Evelyn

[Quoted text hidden]



Nicholas Milano <nmilano@medfield.net>

Fwd: Norfolk Hunt Club Proposed Schedule for Medfield State Hospital

Kristine Trierweiler <ktrierweiler@medfield.net>
To: Nicholas Milano <nmilano@medfield.net>

Fri, Mar 5, 2021 at 12:17 PM

----- Forwarded message -----

From: **JThompson** [REDACTED]
Date: Thu, Mar 4, 2021 at 11:45 AM
Subject: Re: Norfolk Hunt Club Proposed Schedule for Medfield State Hospital
To: [REDACTED]
Cc: Kristine Trierweiler <ktrierweiler@medfield.net>

Thanks Gil these dates are ok with my calendar, Kristine can let you know if the Selectmen need to approve.

Thanks, John

JThompson
jthompson406@verizon.net

On Thursday, March 4, 2021, 10:40:23 AM EST, [REDACTED]

Hi John,

Norfolk Hunt Club is planning the fox hunt schedule for **2021** The suggested dates for hunts passing through Medfield State Hospital grounds and the approximate times for departure are:

- Saturday, May 1..9am
- Saturday, May 15...9am
- Tuesday, September 7...8am
- Saturday, October 2..9am
- Thursday, Thanksgiving, November 25..9am

The routine will be exactly the same as in previous years with the hunt planned for the morning (leaving about 8 AM) and finishing around noon. As always I will unlock and relock the entry and departure gates on Dover-Sherborn Regional HS trail and on the power plant service road at Hospital Road. We will also have monitors at the road crossings on Hospital Road.

Thanks for letting me know if there are any conflicts with these dates.

The Norfolk Hunt Club greatly appreciates the privilege of using the grounds for this equestrian activity. It was all very successful last year and went smoothly without any incidents. I think we managed the exploding dog-walking population very well and everyone was cooperative keeping their dogs on leash or staying clear of areas where we passed through. Once again, we plan to have signs

made up with these dates and posted strategically around the grounds. Please review with the MSH G&B Committee and let us know so that we can finalized and post our fixture cards.

Thank you.

Very best regards,

Gil



--

Kristine Trierweiler
Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
508 906 3011 phone
508 359-6182 fax

Follow us:

www.town.medfield.net
Twitter: @townofmedfield

Town House Hours:

Monday 8:30 AM to 4:30 PM
Tuesday 8:30 AM to 7:30 PM
Wednesday 8:30 AM to 4:30 PM
Thursday 8:30 AM to 4:30 PM
Friday 8:30 AM to 1:00 PM

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Informational

Stephen F. Dockray
Superintendent-Director

Michael J. Procaccini
Principal

Daniel Haynes
Business Manager



TRI • COUNTY
REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL
147 POND STREET • FRANKLIN • MASSACHUSETTS 02038
Telephone: 508-528-5400 • Administration Fax: 508-528-6074
Business Office Fax: 508-528-3698 • www.tri-county.us

MEMBER TOWNS:
Franklin, Medfield,
Medway, Millis, Norfolk,
North Attleboro, Plainville,
Seekonk, Sherborn, Walpole,
Wrentham

February 28, 2021

Ms. Kristine Trierweiler
Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

Dear Ms. Trierweiler::

The appointment of David Bento as a School Committee member of the Tri-County Regional Vocational Technical School Committee is due to expire on June 30, 2022. However, Mr. Bento has informed the School Committee that he plans to retire from his position a year early, as of June 20, 2021.

Accordingly, we are asking that a new appointment to Tri-County's School Committee be made effective July 1, 2021, for a term of three years.

According to the provisions of the Tri-County Agreement, "in every year in which the term of office of a member expires or ends, the Moderator, the Chair of the Board of Selectmen and the Chair of the local School Committee, acting jointly, shall appoint one member to serve for a term of three years.

We would appreciate your taking the appropriate action and ask that a certified copy of the appointment be forwarded to the School District Office.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen F. Dockray".

Stephen F. Dockray
Superintendent-Director

cc: Chair, Board of Selectmen
Town Clerk
Chair, Tri-County School Committee

Medfield Conservation Commission

Town Hall · 459 Main Street · Medfield, Massachusetts 02052-2009
(508) 906-3028 · Fax (508) 359-6182 · lwillitts@medfield.net



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

and the Medfield Wetlands Bylaw, Chapter 290

Provided by MassDEP:

MassDEP File #:214-0685

eDEP Transaction #:1260096

City/Town: MEDFIELD

A. General Information

1. Conservation Commission

MEDFIELD

2. Issuance

a. OOC

b. Amended OOC

3. Applicant Details

a. First Name ROBYN & TOM

b. Last Name

CREHAN

c. Organization

d. Mailing Address 15 PILGRIM LANE

e. City/Town MEDFIELD

f. State MA

g. Zip Code 02052

4. Property Owner

a. First Name ROBYN & TOM

b. Last Name

CREHAN

c. Organization

d. Mailing Address 15 PILGRIM LANE

e. City/Town MEDFIELD

f. State MA

g. Zip Code 02052

5. Project Location

a. Street Address 15 PILGRIM LANE

b. City/Town MEDFIELD

c. Zip Code 02052

d. Assessors Map/Plat#

10

e. Parcel/Lot# 011

f. Latitude 42.15614N

g. Longitude 71.30396W

6. Property recorded at the Registry of Deed for:

a. County NORFOLK

b. Certificate

c. Book

d. Page

7. Dates

a. Date NOI Filed : 8/18/2020

b. Date Public Hearing Closed: 9/17/2020

c. Date Of Issuance: 2/25/2021

8. Final Approved Plans and Other Documents

a. Plan Title: b. Plan Prepared by: c. Plan Signed/Stamped by: d. Revised Final Date: e. Scale:

CERTIFIED PLOT

PLAN FOR
CONSERVATION
INC.

FIELD RESOURCWS, BRADLEY J. SIMONELLI, 12/10/2020 1" = 30'

15 PILGRIM LANE
MEDFIELD, MASS.

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act

Following the review of the 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
d. Private Water Supply

b. Land Containing Shellfish
e. Fisheries

c. Prevention of Pollution
f. Protection of Wildlife Habitat

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

Provided by MassDEP:

MassDEP File #:214-0685

eDEP Transaction #:1260096

City/Town: MEDFIELD

g. Ground Water Supply

h. Storm Damage Prevention

i. Flood Control

2. Commission hereby finds the project, as proposed, is:

Approved subject to:

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

Denied because:

b. The proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**

c. The information submitted by the applicant is not sufficient to describe the site, the work or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**

3. Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a).

98.7

a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input checked="" type="checkbox"/> Bank	a. linear feet	b. linear feet	c. linear feet	d. linear feet
5. <input checked="" type="checkbox"/> Bordering Vegetated Wetland	a. square feet	b. square feet	c. square feet	d. square feet
6. <input checked="" type="checkbox"/> Land under Waterbodies and Waterways	a. square feet	b. square feet	c. square feet	d. square feet
	e. c/y dredged	f. c/y dredged		
7. <input checked="" type="checkbox"/> Bordering Land Subject to Flooding	a. square feet	b. square feet	c. square feet	d. square feet
Cubic Feet Flood Storage	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
8. <input checked="" type="checkbox"/> Isolated Land Subject to Flooding	a. square feet	b. square feet		

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

Provided by MassDEP:

MassDEP File #:214-0685

eDEP Transaction #:1260096

City/Town: MEDFIELD

Cubic Feet Flood Storagec. cubic feet d. cubic feet e. cubic feet f. cubic feet**9. Riverfront Area**a. total sq. feet b. total sq. feet**Sq ft within 100 ft**c. square feet d. square feet e. square feet f. square feet**Sq ft between 100-200 ft**g. square feet h. square feet i. square feet j. square feet**Coastal Resource Area Impacts:**

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

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

Provided by MassDEP:

MassDEP File #:214-0685

eDEP Transaction #:1260096

City/Town: MEDFIELD

22.

Restoration/Enhancement (For Approvals Only)

If the project is for the purpose of restoring or enhancing a wetland resource area in addition to the square footage that has been entered in Section B.5.c & d or B.17.c & d above, please enter the additional amount here.

a. square feet of BVW

b. square feet of Salt Marsh

23.

Streams Crossing(s)

If the project involves Stream Crossings, please enter the number of new stream crossings/number of replacement stream crossings.

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

1. Failure to comply with all conditions stated herein, and with all related statutes and other regulatory measures, shall be deemed cause to revoke or modify this Order.
2. The Order does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of private rights.
3. This Order does not relieve the permittee or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. The work authorized hereunder shall be completed within three years from the date of this Order unless either of the following apply:
 - a. the work is a maintenance dredging project as provided for in the Act; or
 - b. the time for completion has been extended to a specified date more than three years, but less than five years, from the date of issuance. If this Order is intended to be valid for more than three years, the extension date and the special circumstances warranting the extended time period are set forth as a special condition in this Order.
5. This Order may be extended by the issuing authority for one or more periods of up to three years each upon application to the issuing authority at least 30 days prior to the expiration date of the Order.
6. If this Order constitutes an Amended Order of Conditions, this Amended Order of Conditions does not exceed the issuance date of the original Final Order of Conditions.
7. Any fill used in connection with this project shall be clean fill. Any fill shall contain no trash, refuse, rubbish, or debris, including but not limited to lumber, bricks, plaster, wire, lath, paper, cardboard, pipe, tires, ashes, refrigerators, motor vehicles, or parts of any of the foregoing.
8. This Order is not final until all administrative appeal periods from this Order have elapsed, or if such an appeal has been taken, until all proceedings before the Department have been completed.
9. No work shall be undertaken until the Order has become final and then has been recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land upon which the proposed work is to be done. In the case of the registered land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

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

Provided by MassDEP:
MassDEP File #:214-0685
eDEP Transaction #:1260096
City/Town: MEDFIELD

10. A sign shall be displayed at the site not less than two square feet or more than three square feet in size bearing the words,

" Massachusetts Department of Environmental Protection"
[or 'MassDEP']
File Number :"214-0685"
11. Where the Department of Environmental Protection is requested to issue a Superseding Order, the Conservation Commission shall be a party to all agency proceedings and hearings before Mass DEP.
12. Upon completion of the work described herein, the applicant shall submit a Request for Certificate of Compliance (WPA Form 8A) to the Conservation Commission.
13. The work shall conform to the plans and special conditions referenced in this order.
14. Any change to the plans identified in Condition #13 above shall require the applicant to inquire of the Conservation Commission in writing whether the change is significant enough to require the filing of a new Notice of Intent.
15. The Agent or members of the Conservation Commission and the Department of Environmental Protection shall have the right to enter and inspect the area subject to this Order at reasonable hours to evaluate compliance with the conditions stated in this Order, and may require the submittal of any data deemed necessary by the Conservation Commission or Department for that evaluation.
16. This Order of Conditions shall apply to any successor in interest or successor in control of the property subject to this Order and to any contractor or other person performing work conditioned by this Order.
17. Prior to the start of work, and if the project involves work adjacent to a Bordering Vegetated Wetland, the boundary of the wetland in the vicinity of the proposed work area shall be marked by wooden stakes or flagging. Once in place, the wetland boundary markers shall be maintained until a Certificate of Compliance has been issued by the Conservation Commission.
18. All sedimentation barriers shall be maintained in good repair until all disturbed areas have been fully stabilized with vegetation or other means. At no time shall sediments be deposited in a wetland or water body. During construction, the applicant or his/her designee shall inspect the erosion controls on a daily basis and shall remove accumulated sediments as needed. The applicant shall immediately control any erosion problems that occur at the site and shall also immediately notify the Conservation Commission, which reserves the right to require additional erosion and/or damage prevention controls it may deem necessary. Sedimentation barriers shall serve as the limit of work unless another limit of work line has been approved by this Order.

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
 - a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
 - b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all

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construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.
- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the

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prior written approval of the issuing authority.

- k) Areas designated as qualifying previous areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

SEE ATTACHED.

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D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

2. The Conservation Commission hereby (check one that applies):

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

1. Municipal Ordinance or Bylaw _____

2. Citation _____

Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides measures which are adequate to meet these standards, and a final Order or Conditions is issued. Which are necessary to comply with a municipal ordinance or bylaw:

b. APPROVES the proposed work, subject to the following additional conditions.

1. Municipal Ordinance or Bylaw _____

WETLANDS

2. Citation CHAPTER 290 _____

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

The special conditions relating to municipal ordinance or bylaw are as follows:
SEE ATTACHED.

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E. Signatures

This Order is valid for three years from the date of issuance, unless otherwise specified pursuant to General Condition #4. If this is an Amended Order of Conditions, the Amended Order expires on the same date as the original Order of Conditions.

Please indicate the number of members who will sign this form. This Order must be signed by a majority of the Conservation Commission.

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

Signatures:

Robert Ayler
Jeff Kennedy
Mary McCutley

by hand delivery on

Date *February 25, 2021*

2/25/2021

1. Date of Original Order

5
2. Number of Signers

michael Perloff
George Daniels

by certified mail, return receipt requested, on

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 MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for 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 providing written information to the Department prior to issuance of a Superseding Order.

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

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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 this page shall be submitted to the Conservation Commission listed below.

MEDFIELD

Conservation Commission

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

To:

MEDFIELD

Conservation Commission

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

15 PILGRIM LANE

Project Location

214-0685

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner ROBYN & TOM CREHAN

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:

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

Rev. 4/1/2010

ORDER OF CONDITIONS
With Findings of Fact

File No. **214-0685**

Applicant: Robyn & Tom Crehan
Owner: Same

Location of Land: **15 Pilgrim Lane, Medfield, MA 02052**
Assessor Map 10, Parcel 011

The following conditions supplement those on the attached Form 5 and apply to both the Massachusetts Wetlands Protection Act, Chapter 131, Sec. 40, its associated Rules and Regulations, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290 and its associated Rules and Regulations:

GENERAL CONDITIONS OF THE COMMISSION

19. This Order of Conditions (Order) applies to the applicant, the owner of the lot described in the Notice of Intent (Land), and the successors and assigns of each. Accordingly, applicant means the applicant, the owner, and the agents, successors, and assigns of each.

20. The work authorized hereunder shall be completed within one year from the date of issue. This Order may be extended by the issuing authority for one or more periods of one year intervals upon written request at least 30 days prior to the expiration date of the Order. [Bylaw]

21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if the Commission so requests, meet on the site with the Commission, the project supervisor identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or contractor responsible for carrying out the project so that he understands them.

22. This Order shall be included by reference in all contracts, plans and specifications with contractors and subcontractors dealing with the activity proposed in this Order and that are created or modified after the issuance date of this Order, along with a statement that this Order shall supersede any conflicting contractual arrangements, plans or specifications or requirements.

23. The applicant shall notify the Commission in writing within 30 days of any transfer in the title to the Land or any change in contractor or developers before the Certificate of Compliance is issued. The notice shall include the name, address, and telephone numbers of the new owner or new contractor or developer, as well as a statement made under the penalties of perjury that the new owner or new contractor or developer has been provided with a copy of this Order.

24. A copy of this Order shall be available on the Land at all times during the course of the activities described in the Notice of Intent for contractors and subcontractors to review and adhere to and for the Commission, the DEP, or the agents of either to review to check compliance.

25. The applicant shall provide a copy of this Order to the person or persons supervising the activity that is the subject of this Order, and will be responsible for ensuring that all persons performing the permitted activity are fully aware of the terms and conditions of this Order.

26. Any person performing work on the activity that is the subject of this Order is individually responsible for understanding and complying with the requirements of this Order, the Act, 310 CMR 10.00 and the Medfield Wetland Bylaw and Wetland Bylaw Regulations.

27. All work shall conform to the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission.

28. If the applicant changes any aspect of the Notice of Intent, including the plans submitted with it, he shall notify the Commission in writing and shall cease work on the project until receiving a decision from the Commission. If the Commission deems the change significant, the applicant shall submit a new or Amended Notice of Intent, at the discretion of the Commission, with any necessary documentation, and obtain a new or amended Order. If the applicant, the owner, the Commission, or the agents of any of them find any error in the plans or information submitted by the applicant, the error shall be considered a change, and the applicant shall follow the procedures outlined above.

29. The Commission, the DEP, and the agents of either shall have the right to enter and inspect the Land to determine compliance with this Order and the right to require the submission of any data the Commission or DEP deems necessary for that determination. If the Commission or DEP determines, in its sole discretion, that a violation has occurred or is likely to occur, it shall notify the applicant and may order that work shall stop until the Commission or DEP

approves measures to correct the violation.

30. It is the responsibility of the applicant to complete any review required by all agencies with jurisdiction over the activity that is the subject of this Order, and to procure all required permits or approvals.

31. All construction materials, earth stockpiles, landscaping materials, slurry pits, waste products, refuse, debris, stumps, slash, or excavate may only be stockpiled or collected in areas as shown and labeled on the approved plan(s), or if no such areas are shown must be placed or stored outside all resource areas and associated buffer zones under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water.

32. No material of any kind may be buried, placed or dispersed in areas within the jurisdiction of the Commission by activities that are the subject of this Order, except as are expressly permitted by this Order or the plans approved herein.

33. There shall be no pumping of water from wetland resource areas.

34. This Order authorizes only the activity described on the approved plan(s) and approved documents referenced in this Order. Any other or additional activity in areas within the jurisdiction of the Commission will require separate review and approval by the Commission or its agent.

35. If any unforeseen problem occurs during the work activity which affects or may affect any of the interests of the Massachusetts Wetlands Protection Act, ch. 131, sec. 40, or the Medfield Wetlands By-Law, Chapter 290, including but not limited to plans to conduct substantial blasting of bedrock or large rock formations or discovery of unanticipated soil conditions, the applicant shall notify the Commission immediately in writing (or if the Commission discovers the problem, the Commission shall notify the applicant), and the Commission may require an immediate meeting between the Commission, applicant, engineer, and contractor to determine whether any measures should be taken to protect the interests of the Act and, if so, the precise measures. The applicant shall then correct the problem or prevent a possible problem by using the measures that the Commission requires.

36. All biodegradable erosion control barriers (ECB) shall be installed according to the manufacturer's specifications. Any ECB installed as a tube (sock, log, etc.) shall include the installation of an orange construction fence or other highly visible devise, on the upland side of the tube.

Any silt fence used on a project site shall be entrenched 6 inches into the ground.

Any bales used as an ECB shall be straw bales. The applicant shall provide the Commission

with verification that bales are composed of straw. All straw bales shall be double-staked, with one stake angled through the top of a bale into the bottom of the bale next to it to ensure that the bales remain tight against each other. Straw bales shall be entrenched into the ground at least three (3) inches. Where the straw bales are required to be backed by silt fencing, the silt fencing shall be placed immediately on the edge of the bales closer to the resource areas and shall be entrenched six (6) inches into the ground. Grading towards straw bales shall be tapered so that it ends at the base of the bales; the straw bales shall not serve as temporary retaining walls. **Hay bales shall not be used.**

37. Loaming and seeding of all disturbed areas shall occur within 15 days of final grading. Barren areas shall be stabilized by temporary seeding if work on the project is interrupted by more than 30 days, unless the 30 days are in the winter. If the interruption occurs during winter, the applicant shall request, in writing, that the Commission determine whether temporary seeding should be done. Where necessary, the loaming and seeding shall be held in place with jute netting, cheesecloth, or straw. Because of the danger of introducing nutrients into resource areas, an applicant who proposes to use hydroseeding shall notify the Commission in writing and must obtain the written consent of the Commission.

38. Ground disturbed by work activity shall be stabilized with straw of at least three (3) inches in depth, seeding, loaming, suitable stone or other material.

39. All fill and excavated material shall be stockpiled in such a manner or far enough away from the resource area, under cover and surrounded by a double-staked row of straw bales to prevent contact with rain water and at a suitable location to prevent sediment from runoff from entering the resource area.

40. All stumps, brush, solid waste, and other debris shall be removed from the Land, including any found on the Land before the proposed activity begins and any debris specified by the Commission.

41. The applicant shall maintain construction debris and waste materials in compliance with all applicable laws, and shall keep the Land in a clean condition. He shall place refuse in containers at the end of every workday and shall empty them promptly when filled. He shall maintain records of the destination of all materials to be removed from the Land, including stumps, brush, debris, construction waste, excess fill, loam, and peat, and shall make them available to the Commission upon request. The Commission may require that it must approve in advance the disposal of such materials. Refuse, debris, and waste materials shall not be placed or left within any resource area or within any part of the buffer zone if they may alter the adjacent resource area.

42. During and after work on the project, there shall be no discharge or spillage of fuel, oil, or other pollutants onto any part of the Land. If stored on the Land, toxic materials (e.g., petroleum

products, paints, thinners, etc.) shall be locked up at the end of each work day. The applicant shall notify the Commission immediately if any discharge or spillage occurs.

43. In conjunction with the sale or other transfer of the Land or any part of it, the applicant shall submit to the Commission a signed and dated statement by the buyer or transferee that he is aware of resource areas and buffer zones in the vicinity of the property and this Order of Conditions and has received a copy of it.

44. This Order in no way implies, certifies, or guarantees that the property or adjacent or downstream areas will not be subject to flooding, storm damage, or any other form of damage from run-off, ground water, or other water. By accepting this Order, the applicant and owner agree on behalf of themselves and their successors and assigns to indemnify and hold harmless the Town of Medfield, its agents, employees, and residents, and the Commission, the DEP, and the employees, members, and agents of either for any damage caused by alterations undertaken on the Land pursuant to this Order; that the Town of Medfield, its agents, employees, and residents, and the agents, employees, or members of the Commission and the DEP shall not be responsible for maintaining any drainage system or detention or retention basins proposed in the Notice of Intent or required by this Order; and that the Town, its agents, employees, and residents, and the agents, employees and members of the DEP and the Commission shall not be liable for any damage if such systems or basins fail.

45. Every request for waiver or modification of a condition must be made in writing to the Commission, which may require a hearing on the request. No waiver or modification of any condition or any part of one shall be implied from the Commission's failure to discover or to take any action with respect to the applicant's non-compliance with any condition or with any part of one. The Commission's waiver of the applicant's compliance with any part of any condition shall affect only that part of the condition, and in all other respects the condition shall stand as though the waiver had not been made. Similarly, the Commission's waiver of the applicant's compliance with any entire condition shall affect only that condition, and in all other respects this Order shall stand as though the waiver had not been granted.

46. If a court or administrative agency declares any of these conditions or any part of one invalid for any reason, the invalidity shall affect only that condition or part of one declared invalid, and in all other respects the provision shall stand as though the invalid part of the condition had not been made, and no other portion of the condition, no other conditions, nor this Order as a whole shall be affected.

FINDINGS OF FACTS AND SPECIAL CONDITIONS

I. FINDINGS OF FACTS:

The proposed project approved under this Order of Conditions (Order) is an addition to an existing single-family house at 15 Pilgrim Lane, Medfield, MA, Assessor Map 10, Parcel 011. The addition is located in the Riverfront Resource Area of the Stop River. It is primarily in the 200 Foot Outer Riparian Resource Area.

The Notice of Intent was received on August 18, 2020. The public hearing was held on September 17, 2020. The public hearing was closed on September 17, 2020. No one spoke in favor or opposed to the project. The final site plan was received on December 10, 2020.

The applicant proposes the construction of an addition to an existing single-family house within the Riverfront Resource Area associated with the Stop River. The proximity of the addition is within the 200-Root Outer Riparian Resource Area with minor work within the 100-Foot Inner Riparian Resource Area and buffer zone of the Stop River Bank. No work is proposed within the 50-Foot No-Disturb Resource Area.

The Commission finds that the work is significant to the following interests of the MA Wetlands Protection Act and the Medfield Wetland Bylaw: protection of 1) public and private water supplies, 2) groundwater supply, 3) flood control, 4) storm damage prevention, 5) prevention of pollution, 6) protection of fisheries, and 7) protection of wildlife habitat. The site is hydrologically linked to the Medfield Watershed Protection District and is within the watershed of the Charles River and three of the town's water supply wells.

The Riverfront Resource Area on this property and the other resource areas in this area form an important part of a rich, extensive and beautiful wetland system that comprises other significant wetlands, marshes, and swamps. Subsequently the Commission finds that the resources – Riverfront Resource Area and 100-Foot Buffer Zone- are significant to the following interests under the Act and the Medfield Wetland Bylaw: protection of public and private water supplies, groundwater supply, drainage and flood control, prevention of storm damage, prevention of pollution and protection of fisheries and wildlife habitat. See 310 CMR Sec. 10:55 and 10.58 and the Medfield Wetlands Bylaw, Chapter 290.

The Commission's preeminent concerns are protecting Medfield's public water supply and groundwater supply by protecting the Neponset River, its tributaries, its aquifer areas and the associated wetlands--all hydraulically connected with the Sub-Watershed Areas and eventually the Charles River watershed and the Town wellfields--by keeping silt and nutrients out of them; and preserving the flood storage capacity of the Charles, its tributaries, and the wetlands and

floodplains associated with them.

The Commission also finds that an undisturbed forest buffer of at least fifty (50) feet between the edge of the area to be disturbed and the resource area (except riverfront area) is necessary to protect the resource areas. Undisturbed buffer zones reduce harm to wetlands / resource areas caused by adjacent development and other activities and provide essential habitat for wetlands species. The effectiveness of buffers increases with width, and buffers less than fifty (50) feet wide are generally ineffective in protecting wetlands. See "The Role and Function of Forest Buffers in the Chesapeake Bay Basin for Nonpoint Source Management," by Forestry Work Group of the Nonpoint Source Subcommittee, Chesapeake Bay Program, EPA Contract No. 68-WO-0043 (Feb. 1993); and the publications cited in the bibliography entitled "General References on Buffers," compiled by Robert Buchsbaum, Massachusetts Audubon Society: North Shore, including without limitation, "Vegetated Buffers in the Coastal Zone: A Summary and Bibliography," by A. Desbonnet et al., Coastal Resources Center Tech. Rep. No. 2064 (Univ. of R.I. Graduate School of Oceanography, Narragansett, R.I., 1994) (concluding that even buffer zones 20 and 30 meters wide remove as little as 70 percent of sediments and pollutants), and "Wetland Buffers: Use and Effectiveness," by A.J. Castelle et al., Washington State Univ. Dep't of Ecology, Pub. No. 92-10 (Olympia, Wash., Feb. 1992).

The Commission finds that the resource areas: Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area (Medfield Wetlands Bylaw, Chapter 290) and the 100-foot buffer zone are significant for protecting ground water, preventing pollution, preventing damage from storms, storing flood waters, protecting fisheries and providing wildlife habitat. See 310 Code Mass. Regs. §10:55 and the Medfield Wetland Bylaw, Chapter 290.

Based on these Findings of Fact, the Commission imposes the following Special Conditions, which supersede any general conditions that conflict with them or that impose lesser requirements:

II. SPECIAL CONDITIONS:

47. General Condition 10, Page 4 of 10 * ELECTRONIC COPY, requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it shall read: **MA DEP File No. 214-0685.**" The sign shall be located and the lettering made clear enough so that the sign can be read from the street in front of the proposed project. The sign shall not be attached to a live tree. The sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.

48. An erosion control barrier (ECB) shall be required around the area of work located in the rear yard of the property. The location shall be determined on site by the Conservation Agent.

49. The applicant shall notify the Commission or its agent when the construction work is scheduled to be performed and the estimated time for completion.

50. At any time before, during or after the construction, and until the issuance of a Certificate of Compliance, the Commission or its agent may require the applicant to modify, augment, restore or maintain erosion control measures associated with the activity that is the subject of this Order.

52. The applicant shall notify the Conservation Commission at least 48 hours prior to any activity on the site and shall provide the name(s) and telephone number(s) of all person(s) responsible for compliance with this Order.

53. Unless otherwise specified in this Order, all work shall conform to the following:

PLANS:

A) Title: Notice of Intent
Dated: July 31, 2020; received: July 31, 2020
Signed by: Robyn and Thomas Crehan, owners, July 31, 2020
on file with: Medfield Conservation Commission (MCC)

B) Title: Certified Plot Plan for Conservation, 15 Pilgrim Land,
Medfield, Mass.
Dated: November 30, 2020; Received December 10, 2020
on file with: MCC

54. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.

55. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource area and described in the Notice of Intent

56. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that part of the lawn that is within the buffer zone, and any fertilizers used on that part of the lawn shall be of the slow-release organic granular type, low-nitrogen variety. This condition shall be referenced in any Certificate of Compliance issued for **15 Pilgrim Lane**, Medfield

57. The "Findings of Facts" are incorporated as special condition #57 and given equal status as such.

58. Within thirty (30) days upon completion of the tree removal and final soil stabilization, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):

- (1) A Completed Request for a Certificate of Compliance form (WPA Form 8A) or a written request to the Commission for a Certificate of Compliance.
- (2) A letter, signed under the penalties of perjury, from a Registered Professional Tree Service certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.

59. Pesticides, herbicides, fungicides, and fertilizers **shall not be used** within 100 feet of the wetlands. Organic pesticides, herbicides, fungicides and fertilizers may be used subject to the review and approval of the Conservation Commission. This shall be noted in the Certificate of Compliance and shall be an ongoing condition.

60. De-icing chemicals (e.g. sodium, potassium, and calcium chloride) are prohibited on driveways located in wetland resource areas and buffer zones. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

61. Only slow-release organic granular type, low-nitrogen fertilizers shall be used within the wetland buffer zone. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

62. Dumping Prohibited: There shall be no dumping of leaves, grass clippings, brush, or other debris into the wetland resource area. This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

63. Additional Alteration Prohibited: There shall be no additional alterations of areas under Conservation Commission jurisdiction without the required review and permit(s). This condition shall survive the expiration of this Order, and shall be included as a continuing condition in perpetuity on the Certificate of Compliance.

64. Prior to the issuance of a Certificate of Compliance and/or upon the sale of the property to subsequent owners, the new owner shall provide a letter to the Conservation Commission acknowledging that he/she understands the wetland restrictions bound to this property. A copy of this letter shall accompany the written request for a Certificate of Compliance. This condition

shall be an ongoing condition and shall be recorded in the deed and on subsequent deeds.

65. The following conditions: 56, 59, 60, 61, 62, 63, 64 and 65 shall run with the Land and be binding in perpetuity on all successors in title and assigns of the applicant. This Condition shall be noted on any Certificates of Compliance issued for this Order.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

and the Medfield Wetlands Bylaw, Chapter 290

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:

Medfield

Conservation Commission

To: Applicant

Benjamin Hall

Name

24 Erik Road

Mailing Address

Medfield

City/Town

MA

State

02052

Zip Code

Property Owner (if different from applicant):

Name

Mailing Address

City/Town

State

Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Set of five (5) color pictures showing seven (7) trees to be removed

n/a

Date

Title

n/a

Date

Wetlands flagging Site Plan, Lot 2, Erik Road

Title

Title

Date

2. Date Request Filed:

January 12, 2021

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

The removal of seven trees (Oaks, pines and a maple) at 24 Erik Road. Trees shall be cut flush with the ground and no grinding or stump removal shall be done. The applicants are concerned for the safety of occupants and structure of the home.

Project Location:

24 Erik Road

Medfield

Street Address

City/Town

59

105

Assessors Map/Plat Number

Parcel/Lot Number



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination

Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

- 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.
- 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

- 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

- 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.
- 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).
- 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name

Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

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

B. Determination (cont.)

6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:

7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- Alternatives limited to the lot on which the project is located.
- Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

- 1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.
- 2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.
- 3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).

See attached.

- 4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

B. Determination (cont.)

5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statutory/regulatory provisions)

6. The area and/or work described in the Request is ~~not~~ subject to review and approval by:

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Wetlands

Name

Chapter 290

Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

by hand delivery on

by certified mail, return receipt requested on

February 25, 2021

Date

Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) and the property owner (if different from the applicant).



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

C. Authorization (cont.)

Signatures:

Robert Ayler

Signature

Robert Kennedy

Signature

Mary McCarthy

Signature

Michael Perloff

Signature

George Durrell

Signature

Signature

Signature

Signature

ROBERT AYLER

Printed Name

Robert Kennedy

Printed Name

MARY McCARTHY

Printed Name

Michael Perloff

Printed Name

George Durrell

Printed Name

Printed Name

Printed Name

Printed Name

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, 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 Department of Environmental Protection Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. 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. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

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

DEP File Number:

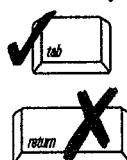
Provided by DEP

A. Request Information

1. Location of Project

a. Street Address	b. City/Town, Zip
c. Check number	d. Fee amount

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



2. Person or party making request (if appropriate, name the citizen group's representative):

Name		
Mailing Address		
City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name		
Mailing Address		
City/Town	State	Zip Code
Phone Number	Fax Number (if applicable)	

4. DEP File Number:

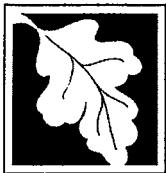
B. Instructions

1. When the Departmental action request is for (check one):

- Superseding Order of Conditions – Fee: \$120.00 (single family house projects) or \$245 (all other projects)
- Superseding Determination of Applicability – Fee: \$120
- Superseding Order of Resource Area Delineation – Fee: \$120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

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

DEP File Number:

Provided by DEP

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.
3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).
4. 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.



NEGATIVE DETERMINATION OF APPLICABILITY

Massachusetts Wetlands Protection Act, M.G.L. c. 131, sec. 40
Medfield Wetlands Bylaw, Chapter 290

Applicant: **Benjamin Hall**

Location of Project: 24 Erik Road
Medfield, MA 02052

PROJECT DESCRIPTION

The applicants propose to remove seven (7) trees within the 50-Foot No-Disturb Resource Area and the 100-Foot Buffer Zone of a Bordering Vegetated Wetlands. The trees to be removed are oaks, pines and a maple). No grinding or disturbance of the ground is proposed.

SPECIAL CONDITIONS

1. All work shall conform to:
 - A. Title: Request for Determination of Applicability
 - Dated: Signed: January 11, 2021; Received: January 12, 2021
 - Signed by: Benjamin Hall, owner
 - on file with: Medfield Conservation Commission
2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.
3. All work equipment related to the proposed project shall enter the site using the existing street/driveway/parking lot.
4. Erosion controls are waived for this project.
5. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the site within the 100-foot buffer zone, and any fertilizers used on that part of the site shall be of the low-nitrogen variety.
6. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the off-site resource areas shown on the Plan.

7. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.
8. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.

MCC-003

MCC File No.

MCC-003

City/Town Medfield
Applicant Monac
49 Dale Street



EXTENSION PERMIT

Medfield Wetlands Bylaw, Chapter 290

From MEDFIELD CONSERVATION COMMISSION Issuing Authority
TO Cliff Monac 54 Country Way Medfield, MA 02052
(Name) (Address)

The Order of Conditions issued on May 16, 2019 to Cliff Monac
for work at 49 Dale Street, Medfield, MA 02052 Map 42, Parcel 018 is hereby
extended for a period

of **one** year from the date it expires.

This Extension Permit will expire on May 16, 2022 (date)

This document shall be recorded in accordance with General Condition 8 of the Order of Conditions.

.....
(Leave Space Blank)

Issued by Medfield Conservation CommissionSignature(s) Robert AiglerMary McCarthyMichael CorbyGeorge Daniell

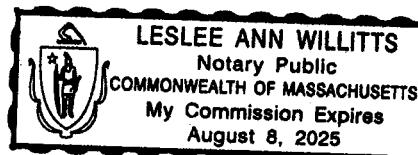
When issued by the Conservation Commission this Extension Permit must be signed by a majority of its members. On this 25th day of February 20 21, before me personally appeared Robert Aigler, to me known to be the person described in, and who executed, the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Leslee Ann Willitts

Leslee Ann Willitts, Notary Public

August 8, 2025

My Commission Expires



Detach on dotted line and submit to the Medfield Conservation Commission prior to commencement of work.

To Medfield Conservation Commission Issuing Authority

Please be advised that the Extension Permit to the Order of Conditions for the project at 49 Dale Street, Medfield 02052

File Number MCC-003 has been recorded at the Registry of Norfolk and has been noted in the chain of title of the affected property in accordance with General Condition 8 of the original Order of Conditions on 19.

If recorded land, the instrument number which identifies this transaction is
 If registered land, the document number which identifies this transaction is

Signature _____ Applicant



Medfield Wetlands Bylaw – Chapter 290

Attachment for page 2 of 2 (Signature page) – Printed Names of Signatures

E. Signatures

File Number: MCC-003
49 Dale Street
Medfield, MA 02052

Order of Conditions

Issued by:

Medfield Conservation Commission on May 16, 2019, Extended to May 16, 2022

Conservation Commission Notarized Signatures:

Robert Aigler
Mary McCarthy
Michael Perloff
George Darrell

By hand delivery on: March 2, 2021