



Board of Selectmen
Meeting Packet
March 30, 2021



TOWN OF MEDFIELD

Office of

BOARD OF SELECTMEN

(508) 906-3011 (phone)
(508) 359-6182 (fax)

TOWN HOUSE, 459 MAIN
STREET
MEDFIELD, MASSACHUSETTS
02052-0315

Kristine Trierweiler
Town Administrator

The undersigned hereby makes application for a license to buy, sell, exchange, or assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the Massachusetts General Laws:

License Applying For (Select One): Class I Class II Class III

Business Name: Keegan's Automotive

Address: 27 Brook St Medfield

E-mail Address: 

The applicant is applying as (select one):

Individual: Co-Partnership: Association/Corporation:

If the applicant is an Individual, provide your full name and residential address:

Full Name: Keegan Van Sicklen

Address: 

If the applicant is a Co-Partnership, provide the full names and residential addresses of the persons composing the co-partnership (use additional page if needed):

Full Name: _____

Address: _____

Full Name: _____

Address: _____

Full Name: _____

Address: _____

If the applicant is an Association/Corporation, provide the full names, residential addresses, and titles of the principal officers (use additional page if needed):

Full Name/Title: _____

Address: _____

Full Name/Title: _____

Address: _____

Full Name/Title: _____

Address: _____

1. Is the applicant primarily engaged in the business of buying, selling, or exchanging motor vehicles? Yes No X

2. Is the applicant's principal business the buying and selling of second-hand motor vehicles? Yes No X

3. Is the applicant's principal business that of a motor vehicle junk dealer? Yes No X

Give a complete description of all the premises to be used for the purpose of carrying on the business:

Keegan's Automotive is an Auto repair facility focusing on German Vehicles. We are applying for a Dealer's license to better serve our customers. We are often asked about the purchase of a specific vehicle. With a Used Auto Dealer license we can go to an auction to purchase direct for our customers. Used vehicles purchased under the license will be kept at 27 Brook St. for maintenance and cleaning. There will be no retail sales at 27 Brook St.

4. Is the applicant a recognized agent of a motor vehicle manufacturer? Yes No If yes, state the name of the manufacturer: _____

5. Has the applicant signed a contract as required by Section 58, Class I? Yes No

6. Has the applicant ever previously applied for a license to deal in second hand motor vehicles or parts thereof? Yes No

a. If yes, in what city or town: _____

7. Did the applicant receive a license? Yes No

a. If yes, what year was the license issued? _____

8. Has any license issued to the applicant to deal in second hand motor vehicle parts or parts thereof ever been suspended or revoked? Yes No

9. Is this the applicant's principal business? Yes No

10. Does the applicant have repair facilities on the premise? Yes No

a. If no, does the applicant have access to repair facilities sufficient to enable them to satisfy the warranty repair obligations of the so-called "Lemon Laws"? Yes No

Provide the following information of the facility that will perform repairs:

Business Name: Business Address: Business Phone:

Full Name: Keegan's Automotive

Address: 27 Brook st. Medfield Ma 02052

Phone: 508 242 5931

11. Will the applicant be selling and storing vehicles on the premise? Yes No
a. If no, where will the vehicles be stored:

12. Will the applicant be selling to: Public Other Car Dealers

Please provide a copy of a bond or equivalent proof of financial responsibility in accordance with M.G.L., Chapter 140, §58(c)1

Please attach a copy of the special permit decision from the Medfield Zoning Board of Appeals, as well as any additional information for the Board of Selectmen's review.

Upon the Town's request, an applicant may be requested to undergo a background check.

Applicant (duly authorized to represent the concern herein mentioned):

Signature: Keegan Van Stokken

Name: Keegan Van Stokken

Date: 3/3/21



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

(508) 906-3027
(508) 359- 6182 Fax

INSTRUCTIONS FOLLOWING THE RECEIPT OF A DECISION:

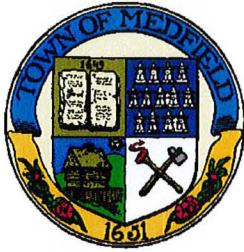
- Your decision was filed with the Town Clerk on: Friday, November 6, 2020
- Your 20-day appeal period ends: Friday, November 27, 2020
- On Monday, November 30, 2020 or thereafter you should contact the Town Clerk's Office for the certified decision as well as a letter from the Town Clerk indicating that no appeals have been taken regarding the Board's decision.
 - Marion Bonoldi, Assistant Town Clerk (508) 906-3024 or mbonoldi@medfield.net
- Take the Town Clerk's letter & the decision to the Registry of Deeds in Dedham and record them. (There is a fee of around \$106 according to recent filings.)
Norfolk County Registry of Deeds
649 High St, Dedham, MA
(781) 461-6101 norfolkdeeds.org

Directions from Town Hall, Medfield:

- Take 109 East to Dedham
- Bear Right on High Street
- Destination will be on the left in approximate ½ mile
- Note: On street meter parking or parking in rear (w/ fee)

- **Save the numbers they will give you as proof of recording. Call or email my office with the Book and Page numbers. *This is a required part of the process!***
- When you apply to the Building Department for a permit, you will also give them the Book and Page numbers.

Sarah Raposa, Town Planner
(508) 906-3027
sraposa@medfield.net



TOWN OF MEDFIELD

Office of the

Board of Appeals on Zoning

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

(508) 906-3027
(508) 359-6182 Fax

NOTICE OF DECISION

APPLICANT: Keegan Van Sicklen

DECISION DATE: October 28, 2020

DATE OF FILING DECISION: November 6, 2020

DECISION NUMBER: 1396

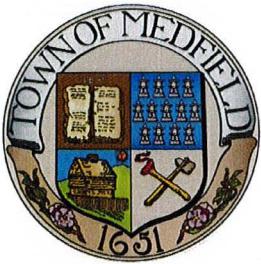
At a public meeting held on October 28, 2020 the Town of Medfield Zoning Board of Appeals, acting in the above referenced matter, voted to approve with conditions the requested special permit extension (of ZBA Decision # 1327 dated 04/13/18) to continue auto repair services as well as a new special permit to allow auto sales pursuant to Medfield Zoning Bylaw 300-14.10 and Table of Use Section 4.4.

The property is located at 27 Brook Street; Assessors' Map 43 Lots 040 and 041; BI Zoning District with Secondary Aquifer Overlay.

An appeal of this decision of the permit granting authority may be made by any person aggrieved pursuant to MGL Chapter 40A Section 17, as amended, within 20 days after the date of filing the notice of decision in the Office of the Town Clerk.

Copies of the decision may be obtained online at www.town.medfield.net > ZBA Webpage > ZBA Decisions or by emailing sraposa@medfield.net.

Sarah Raposa
Town Planner
(508) 906-3027
sraposa@medfield.net



TOWN OF MEDFIELD

Office of the

Board of Appeals on Zoning

TOWN HOUSE, 459 MAIN STREET
MEDFIELD, MASSACHUSETTS 02052-2009

(508) 906 - 3027
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No. 1396

October 28, 2020

Decision of the Board of Appeals on the petition of: Keegan Van Sicklen

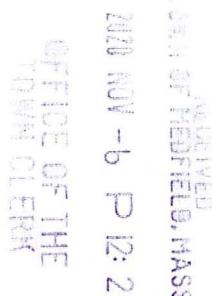
Property owned by: Brook Street Holdings LLC

Location of Property: 27 Brook Street, Medfield, MA

Norfolk County Registry of Deeds: Book: 26183 Page: 569

Medfield Assessors' Record: Map: 43 Lot: 040 & 041

Zoning District: Business Industrial (BI)



By application dated August 21, 2020 (the "Application") filed with the Board of Appeals on the same date, Keegan Van Sicklen (applicant; Brook Street Holdings LLC, owner) seeks an extension of ZBA Decision # 1327 dated 04/13/18 to continue auto repair services as well as a new special permit to allow auto sales pursuant to Medfield Zoning Bylaw 300-14.10 and Table of Use Section 4.4. The property is located at 27 Brook Street; Assessors' Map 43 Lots 040 and 041; BI Zoning District with Secondary Aquifer Overlay (the "Property").

Notice of the Application was published in The Press on September 25, 2020 and October 2, 2020. A public hearing was held via Zoom virtual meeting platform (due to COVID-19) in accordance with said notice on Wednesday, October 14, 2020 and continued to October 29, 2020. Notice of the Application and hearing was provided to the Applicant and to abutters, appropriate Town boards and officials, and the planning boards of neighboring towns. The minutes of the public hearing are available at Town Hall, and on the Town of Medfield website and are incorporated by reference into this decision.

FINDINGS OF FACT:

Based on the testimony and materials presented at the hearing, the Board makes the following Findings of Fact:

1. The Property is situated at 27 Park Street in the Business Industrial (BI) Zoning District and is shown on Assessors' Map 43 as lots 040 and 041. Brook Street is located adjacent to Downtown Medfield and runs north-south from Green Street to Main Street.
2. The Property is also located within an area overlaid by the Secondary Aquifer Protection District.
3. The Property is owned by Brook Street Holdings LLC and the Applicant proposes to continue operations of an auto repair facility under Use Number 4.15 of the Table of Uses as well as proposes the new use of Use Number 4.4 of the Table of Uses for up to three vehicles at a time on site.
4. The ZBA issued a special permit (ZBA Decision # 1327), on April 13, 2018, pursuant to Section 4.15 of the Table of Uses.
5. There have been no complaints regarding the use at this property.
6. Car Show Auto Detailing also operates out of this Property.
7. Parking Plan of Record: Conceptual Parking Layout "27 Brook Street" Medfield, MA; Prepared for Brook Street Holdings, LLC; Prepared by: GLM Consultant Engineers, Inc.; Date: 10/27/20; Scale: 1"=20'

OPINION:

According to the Zoning Bylaw, Attachment 1, Table of Uses, Use No. 4.4, used auto sales is permitted in the Business Industrial (BI) zoning district with a special permit from this Board. The requirements for a special permit under the Zoning Bylaw are found in Article 300-14.10.E (1-9). The special permit criteria found in Article 300-14.10.E of the Medfield Zoning Bylaw was amended in 2019, thus the difference between Decision # 1327 and the criteria discussed below.

Section 300-14.10.E (1). Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing. Taking into consideration that there are no footprint changes proposed, the Board finds that this condition is satisfied.

Section 300-14.10.E (2). Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood. We can easily make this finding in light of the Findings of Fact which established that the Applicant's new parking plan and commitment to retaining the look and feel of the auto repair and used auto sales business is intended to remain the same, and any increased traffic flow and parking will be minimal. The Board finds this condition satisfied.

Section 300-14.10.E (3). Drainage, utilities and other infrastructure are adequate or will be upgraded to accommodate development. Since the Applicant is required to comply with the Medfield Board of Health decision and since we have found that there will be little increase in traffic flow, the Board finds no hazards to public safety or health.

Section 300-14.10.E (4). The proposed use will not have any significant adverse effect upon properties in the neighborhood, including property values. The Board has received no evidence to indicate that the extension of use and proposed auto sales would have any adverse effect upon property values in the neighborhood. Therefore, the proposed use will not have any adverse effect on property values in the neighborhood.

Section 300-14.10.E (5). Project will not adversely affect or cause substantial damage to any environmentally significant natural resource, habitat, or feature or, if it will, proposed mitigation, remediation, replication, or compensatory measures are adequate. Taking into consideration that this site is previously developed and there are no environmental impacts reported, the Board finds that this condition is satisfied.

Section 300-14.10.E (6). Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates. The Board finds that the Applicant's business will create additional noise and traffic, but any such increases are minimal and unsubstantial. Same for additional light that may be generated by the use of the structures in the evening hours. The Board believes that any new lighting should be directed downward and away from neighboring residences. If these steps are taken, we believe that no excessive noise,

light or odor will be emitted by the proposed structures.

Section 300-14.10.E (7). Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive. The Property is connected to Town water and Town sewer. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (8). The Proposed use will not create any hazard to public safety or health in the neighborhood. Since the traffic will not increase in any meaningful way as a result of this business and no other hazard of public safety or health arises from the type of business to be conducted in the home, we can easily make this finding.

Section 300-14.10.E (9). If public sewerage is not provided, plans for on-site sewage disposal systems are adequate and have been approved by the Board of Health. The proposed use will not create any danger of pollution to public or private water facilities. Accordingly, the Board finds that the proposed project will not create a danger of pollution to public or private water facilities.

Finally, there is a general finding in regard to Section 14.10.E which must be made in that the section allows the Board of Appeals to grant a special permit if it concludes that a special permit is warranted by the application and the evidence produced at the public hearing. Given the Findings of Fact that we have made and the discussion, which is a part of this Opinion, it is apparent that the Applicant has satisfied all of the requirements for a special permit to conduct an auto repair and used auto sales at the Locus. We therefore find that a special permit is warranted by the Application and evidence produced at the public hearing.

Notwithstanding the foregoing findings, the Board is cognizant of the residential neighbors in the vicinity of the Property and the fact that adverse impacts on the neighborhood could occur if the proposed activities are not managed in a professional and responsible manner. Accordingly, the Board will time limit the grant of relief in order to have an opportunity to review the actual impacts of the proposed activities in the future.

DECISION:

Based on the findings of fact and the opinions set forth above, the Board votes to grant the Application for Extension of a Special Permit for Table of Uses, Use No. 4.15 (auto repair) and a new Special Permit for Table of Uses, No. 4.4 (used auto sales), with the following conditions:

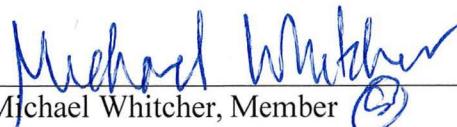
1. All previous conditions stated in Decision No.1327 remain in full force and effect unless stated below.
2. The Board amends Condition No. 15 from the previous decision to comply with the following provision of the Medfield Zoning Bylaw:
 - a. Automotive Graveyard Or Junkyard – A collection of two or more unregistered vehicles on any lot or parcel under single ownership. In order to be considered unregistered, vehicles must be of a sort which in their normal use would be required to be registered by the Registry of Motor Vehicles of the Commonwealth of Massachusetts.
 - b. The Board interprets this section to mean that the Applicant may have unregistered used autos for sale and repair competition track vehicles as these types of vehicles normal use does not require them to be registered by the MA RMV. The board will limit the total number of unregistered to no more than 5 at any particular time.
3. Spaces 6-18 shall be striped and maintained to properly define the parking stalls so as to not have cars parked beyond the property boundaries. Rope barriers will also be used to ensure all vehicles will remain on the applicant property.
4. There may be up to three used autos for sale at any given time. These vehicles will be parked in spaces 13, 14, and 15 which are located at the back of the property.
5. The Special Permit granted herein shall expire **three years** after the date this decision becomes final, whereupon the Applicant must seek an extension of the Special Permit in order to continue his operations at the Property.

THIS DECISION WAS UNANIMOUS.

MEDFIELD ZONING BOARD OF APPEALS



William McNiff, Acting Chair



Michael Whitcher, Member



Charles Peck, Associate Member

John J. McNicholas, Chair, Jared Spinelli, Associate Member, and Jared Gustafson, Associate Member, were not present at the hearing on this application and did not participate in the deliberations and vote of the Board or in the ultimate decision on this application.

APPEALS FROM THIS DECISION, IF ANY, SHALL BE MADE PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 40A, SECTION 17 AND SHALL ALSO BE FILED WITHIN 20 DAYS AFTER THE DATE OF FILING OF THIS DECISION IN THE OFFICE OF THE TOWN CLERK.



TOKIO MARINE
HCC

Bond Number: 100549138
Premium: \$250.00

Massachusetts Used Car Dealer's Bond

KNOW ALL MEN BY THESE PRESENTS, That we,
KEEGAN'S AUTOMOTIVE

of 27 BROOK ST MEDFIELD, MA, 02052 as **Principal**, and
UNITED STATES SURETY COMPANY of 801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017,
authorized to do business in the Commonwealth of Massachusetts, as **Surety**, are held and firmly bound unto
VARIOUS - MA,

as **Obligee**, for the benefit of all natural persons who suffer a loss as defined by Chapter 140, Section 58 of the
General Laws as amended by Chapter 422 of the Acts of 2002, by reason of purchase of a motor vehicle from the
said Principal, in the sum of Twenty-five thousand and 00/100 (\$ 25,000.00) for
which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors
and assignees, jointly and severally, firmly by these presents.

WHEREAS the said Principal is a Dealer having an established place of business at

27 BROOK ST MEDFIELD, MA, 02052

in the Commonwealth of Massachusetts, and is required to furnish a bond in accordance with Chapter 140, Section
58.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully observe the
provisions of Chapter 140, Section 58, then this obligation shall be void and of no effect; otherwise it shall remain in
full force and virtue. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless
of the number of claims against the bond or the number of years the bond remains in force.

The Foregoing Agreement is Subject to the Following Conditions and Limitations:

Section 1. Recovery against this bond may be made by any natural person who obtains a final judgment in
court against the Dealer for an act or omission on which the bond is conditioned if the act or
omission occurred during the term of the bond. No suit may be maintained to enforce any liability on
the bond unless brought within one (1) year after the event giving rise to the cause of action.

Section 2. Notice of any suit under this bond must be made in writing to the Obligee (written acknowledgement
of receipt of said notice by the Obligee is prima facie evidence of compliance with this requirement
of notice)

Section 3. The Surety may cancel said bond by giving thirty (30) days notice in writing by U.S. First Class mail
to the Obligee and this bond shall be deemed cancelled.

Effective this 4th day of March, 2021.

Witness:

Principal (s):

KEEGAN'S AUTOMOTIVE

By:



Surety:

UNITED STATES SURETY COMPANY

By:

Attorney In Fact

ERIC FAUERBACH



TOKIO MARINE
H C C

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, UNITED STATES SURETY COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Maryland, and having its principal office in Timonium, Maryland, does by these presents make, constitute and appoint,

ERIC FAUERBACH

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100549138, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five thousand and 00/100 (\$25,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of United States Surety Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, United States Surety Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 1st day of June, 2018.

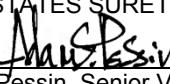
State of California

County of Los Angeles



UNITED STATES SURETY COMPANY

By:


Adam S. Pessin, Senior Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

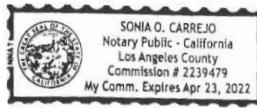
On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of United States Surety Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(seal)



I, Kio Lo, Assistant Secretary of United States Surety Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of March, 2021.

Bond No. 100549138

Agency No. 700358




Kio Lo, Assistant Secretary

HCCSZZPOAUSSC06/2018

Part I ADMINISTRATION OF THE GOVERNMENT

Title XX PUBLIC SAFETY AND GOOD ORDER

Chapter LICENSES

140

Section 58 CLASSES

Section 58. (a) Licenses granted under sections 59 and 59A shall be classified in accordance with subsections (b) to (d), inclusive.

(b) Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter applicable to holders of licenses of Class 2, except subsection (c), and to rules and regulations made under those provisions; and provided further, that such dealer maintains or demonstrates access to repair facilities sufficient to enable him to satisfy

the warranty repair obligations imposed by section 7N 1/4 of chapter 90, and shall remain liable for all warranty repairs made and other obligations imposed by said section 7N 1/4 of said chapter 90.

(c) Class 2. A person whose principal business is the buying or selling of second hand motor vehicles, a person who purchases and displays second hand motor vehicles for resale in retail transactions, and any other person who displays second hand motor vehicles not owned by him pursuant to an agreement in which he receives compensation, whether solely for displaying the vehicles, upon the sale of each vehicle, or otherwise, may be granted a used car dealer's license and shall be subject to the following conditions:

(1) The person shall obtain a bond, or equivalent proof of financial responsibility as described in paragraph (5), and continue in effect a surety bond or other equivalent proof of financial responsibility satisfactory to the municipal licensing authority in the amount of \$25,000 executed by a surety company authorized by the insurance department to transact business in the commonwealth. The bond or its equivalent shall be for the benefit of a person who purchases a vehicle from a Class 2 licensee, and who suffers loss on account of:—

- (i) the dealer's default or nonpayment of valid bank drafts, including checks drawn by the dealer for the purchase of motor vehicles;
- (ii) the dealer's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens except a lien created by or expressly assumed in writing by the buyer of the vehicle;
- (iii) the fact that the motor vehicle purchased from the dealer was a stolen vehicle;

- (iv) the dealer's failure to disclose the vehicle's actual mileage at the time of sale;
- (v) the dealer's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or
- (vi) the dealer's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the dealer had assumed the obligation to pay off the lien.

(2) Recovery against the bond or its equivalent may be made by any person who obtains a final judgment in a court of competent jurisdiction against the dealer for an act or omission on which the bond is conditioned if the act or omission occurred during the term of the bond. Every bond shall also provide that no suit may be maintained to enforce any liability on the bond unless brought within 1 year after the event giving rise to the cause of action.

(3) The bond or its equivalent shall cover only those acts and omissions described in clauses (i) to (vi), inclusive, of paragraph (1). The surety on a bond shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against the bond or the number of years the bond remained in force.

(4) A separate bond shall be required for each different name under which the dealer conducts his business and for each city or town in which the dealer has a place of business.

(5) In lieu of the bond required by this section, the municipal licensing authority may allow the dealer to deposit collateral in the form of a certificate of deposit or irrevocable letter of credit, as authorized by the banking laws of the commonwealth, which has a face value equal to the

amount of the bond otherwise required. The collateral may be deposited with or executed through any authorized state depository designated by the commissioner. Interest on the certificate of deposit shall be payable to the dealer who has deposited it as collateral, or to a person as the dealer or the certificate may direct.

(6) A surety shall provide to the municipal licensing authority notice of cancellation of the bond within 30 days of the cancellation.

(7) Upon receipt of notification from a surety that a bond has been cancelled, the municipal licensing authority shall notify the licensee that he has 10 days to comply with the bonding requirement. If the licensee does not comply within the 10 day period, the municipal licensing authority shall revoke the Class 2 license and shall notify the registrar who shall suspend or revoke any dealer plate issued to the licensee pursuant to section 5 of chapter 90.

(8) A municipal licensing authority shall not issue or renew a Class 2 license unless it is satisfied that a bond or equivalent proof of financial responsibility meeting the requirements of this section is in effect during the term under which the license shall be issued or renewed, and that the licensee maintains or demonstrates access to repair facilities sufficient to enable him to satisfy the warranty repair obligations imposed by section 7N1/4 of chapter 90. A used car dealer shall remain liable for all warranty repairs made and other obligations imposed by said section 7N 1/4 of said chapter 90.

(d) Class 3. A person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding and selling the same, or the buying or selling of parts of

second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts may be granted a motor vehicle junk license.

(e) The registrar of motor vehicles, after consulting the office of consumer affairs and business regulation, shall adopt rules and regulations defining sufficient repair facilities for the purposes of subsection (b) and paragraph (8) of subsection (c).

Part I

ADMINISTRATION OF THE GOVERNMENT

Title XX

PUBLIC SAFETY AND GOOD ORDER

Chapter 140

LICENSES

Section 59

LICENSING AUTHORITIES; EXPIRATION; FEES; APPLICATION; PREREQUISITES; PREMISES; ORDINANCE REGULATIONS; REVOCATION; NOTICE

Section 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which shall expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no event shall any such fee be greater than \$200. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable

for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for additions thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No original license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of the property abutting on the premises where such license or permit is proposed to be exercised. Except in the city of Boston, the licensing board or officer may, in its discretion, waive the annual hearing for renewal of a class 3 license. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. In each case where such license is revoked, the licensing board or officer shall forthwith notify the registrar of such revocation. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the

license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The parties shall have all rights of appeal as in other cases.

Geoffrey Pedder
Founder and Managing Partner
ZēLUS Beer Company
1 Green Street
Medfield, MA 02052

March 23, 2021

Re: Proposal to Serve Beer at Pollard's Texas Que Popup

To: The Board of Selectmen and All Relevant Town of Medfield Departments

I am writing to seek approval to serve beer at Doug Pollard's Texas Que Popup located at the Medfield State Hospital on Friday, May 14 and Friday, June 11. We would operate the location similar to how we will operate the Meeting House Park Outdoor Popup.

- Location – On the Medfield State Hospital grounds, adjacent to Texas Que.
- Times – 3-8:30pm.
- Maximum Attendance – 50 plus staff. We will abide by any of Governor Baker's gathering or other COVID-19-related orders at any given time. We would also work to ensure that those in attendance wear masks when not seated, and are at least 6 feet apart unless in the same group.
- All our servers would be TIPS certified, as they are in our taproom and other events.
- We would provide tables and chairs.
- Entire beer garden would be roped off.
- Sanitation – We would be responsible for clean up at the end of the day, including the removal of trash and recycling.

ZēLUS Beer Company is proudly based in Medfield, counts many members of the community as its customers and has operated other events in Medfield. We hope that you look upon this proposal favorably.

Best regards,

Geoffrey Pedder.

geoff@zelusbeer.com





TOWN OF MEDFIELD
MASSACHUSETTS
Department of Public Works

MAURICE G. GOULET
Director of Public Works

55 North Meadow Road
Medfield, MA 02052
(508) 906-3002
Fax (508) 359-4050
mgoulet@medfield.net

MEMORANDUM

TO: Kristine Trierweiler, Town Administrator
Nicholas Milano, Assistant Town Administrator

FROM: Maurice G. Goulet, Director of Public Works

DATE: March 22, 2021

SUBJECT: March 30th Selectmen's Meeting - Contracts for Signature

Regarding the upcoming Board of Selectmen's meeting on March 30th, I have the following explanations/comments for the three proposed contracts:

• **Contract: DPW 2021-04 Stumpy's Tree Service**

This is a two-year contract for Tree Maintenance and Removal Services. Quotations were solicited from 3 local contractors (Stumpy's Tree Service – Ashland, MA, Royer Tree Service – Dedham, MA and Hartney Greymount – Needham, MA). The quotations and specifications are Attachment A of the contract.

The pricing is as follows:

1. Three men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work)
(Includes 73' Aerial Lift with 20" Chipper & Rack Truck)
(Includes 36 ton – 127 ft. Crane)

\$ 440 per hour

TWO YEAR QUOTATION PRICE

2. Three men, Bucket Truck, Chipper (for brush removal)

\$ 220 per hour

TWO YEAR QUOTATION PRICE

3. Stump Grinding, Loaming, Seeding

\$ 110 per hour

TWO YEAR QUOTATION PRICE

4. Log Truck (10 wheeler) with Operator

\$ 120 per hour

TWO YEAR QUOTATION PRICE

- **Contract: DPW 2021-07 Weston & Sampson**

This is a three-year contract for management services for the Wastewater Treatment Facility in the capacity of Chief Operator. For the past 3 years, the town has contracted these services, as hiring qualified individuals for the position have been unsuccessful. With the assistance from Weston & Sampson, we have been able to improve functionality of the operations to achieve compliance in wastewater treatment. The Town advertised for a Request for Proposals (RFP) and Weston & Sampson was the only responsive and responsible submittal. The RFP and price proposal are attached to the contract as Attachment A and Attachment B, respectively.

The pricing is as follows:

Contract Year 1: \$133,500 Annual Fee (*\$11,125 monthly lump sum*)

Contract Year 2: \$136,800 Annual Fee (*\$11,400 monthly lump sum*)

Contract Year 3: \$140,220 Annual Fee (*\$11,685 monthly lump sum*)

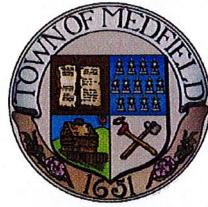
- **Contract: DPW 2021-08 Truax Corporation**

This is a one-year contract for catch basin cleaning for stormwater management. Part of the compliance with our MS4 permit, we are required to clean all of our catch basins to ensure debris and spoils (deposits) from the roadway are removed from our structures to prevent pollutants entering into our waterbodies. Quotations were solicited from 3 local contractors (Truax Corporation – North Attleborough, MA, BMC Corporation – Billerica, MA and Leo Vigeant Co., Inc. – Rochester, MA). The quotations and specifications are Attachment A of the contract. Future contracts will include costs for deposits to be removed from the Town.

The pricing is as follows:

Price per catch Basin Cleaned: \$16.45 per basin (*approx. 2100 basins*)

(Deposits Stockpiled)



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2021-04

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of March 2021 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 Stumpy's Tree Service, Inc., having a usual place of business at 190 Front Street, Ashland, MA 01721, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform tree maintenance and removal work, hereinafter referred to as the "Program" 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 Quotation 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 tree maintenance and removal 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. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
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: March 30, 2021 through December 31, 2023 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay an hourly rate for the Program (\$440/hr., \$220/hr., \$110/hr., and \$120/hr. depending on activity) 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. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the tree care industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
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.

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

(Contractor)

Board of Selectmen

By: James Jackson

Title: Trasire

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

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:

JAMES JAKOBSEN /
Print Name STumpus
TREASURER Tre Service
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

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

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.

Dan Jakobsen 3/13/21
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, 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

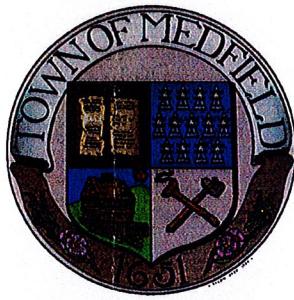
I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20____.

Clerk of Corporation

SEAL

ATTACHMENT

A



TOWN OF MEDFIELD
2021 – 2023
TREE WORK

SPECIFICATIONS
AND
QUOTATION FORM

**TOWN OF MEDFIELD
2021 - 2023 TREE WORK
SPECIFICATIONS**

The Town of Medfield, acting through the Board of Selectmen, are soliciting quotations based on an hourly rate for the following:

1. For Tree Work:

Three men

Bucket Truck – 65' to 70' height (with climber)

Chipper

Included in the hourly rate for Item 1. must be **two** days to put up and take down Christmas lights in Medfield Center.

2. For Brush Removal:

Three men

Bucket Truck

Chipper

3. Hourly rate for stump grinding, loaming and seeding

4. Log Truck (10 wheeler) with Operator

5. Crane – 127 ft., 36 ton with Operator

6. All eligible contractors must have at least ten (10) years experience in municipal tree work.

7. All eligible contractors must have \$300,000 property damage and \$500,000 personal liability insurance.

8. All eligible contractors must pay the prevailing wage.

9. Workers' Comp. Insurance Statement must be signed

10. All eligible contractors must be able to mobilize within 4 hours with 1 Bucket Truck – 65' to 70' height (with climber), 1 Chipper and 3 Men for emergencies, i.e. hurricane, wind storm, snow storm.

The Town of Medfield reserves the right to terminate the contract for cause or convenience at any time.

The awarded contractor must submit, along with the signed contract, a Certificate of Insurance with the proper coverages noted in the contract and list the Town of Medfield as additionally insured.



**TOWN OF MEDFIELD
2021-2023: TREE WORK
QUOTATION FORM**

**TO: Department of Public Works
Town Hall – 459 Main Street
Medfield, MA. 02052**

Gentlemen:

The undersigned, submits an hourly rate for the following in compliance with our specifications. Quotations are due back to this office no later than February 5, 2021 by the end of the business day.

1. Three men, Bucket Truck-65' to 70' height (with climber), Chipper (for tree work)
(Includes 73' Aerial Lift with 20" Chipper & Rack Truck)
(Includes 36 ton – 127 ft. Crane)

\$ 440 per hour
TWO YEAR QUOTATION PRICE

2. Three men, Bucket Truck, Chipper (for brush removal)

\$ 220 per hour
TWO YEAR QUOTATION PRICE

3. Stump Grinding, Loaming, Seeding

\$ 110 per hour
TWO YEAR QUOTATION PRICE

4. Log Truck (10 wheeler) with Operator

\$ 120 per hour
TWO YEAR QUOTATION PRICE

CERTIFICATE OF INSURANCE MUST BE ATTACHED:

YES

NO

SIGNED Jan Jordan

TITLE Treasurer

COMPANY Stumpy's Tree Service

DATE: 1/27/21

ADDRESS 190 Front St.



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2021-07

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of March 2021 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 Weston & Sampson Services, Inc., having a usual place of business at 55 Walkers Brook Drive, Suite 100, Reading, MA 01867, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Town solicited submission of formal proposals for Contract Management of the Medfield Wastewater Treatment Facility in the capacity of Chief Operator hereinafter referred to as "Program"; and

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 Town's Request For Proposal /Scope of Work (Attachment A) and Contractor's Revised Cost Proposal (Attachment B). 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 contract management services of the Medfield Wastewater Treatment Facility in the capacity of Chief Operator, 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 staffing 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. **Contract Term:** The Contract Term is as follows: March 30, 2021 through March 30, 2024 subject to annual appropriation and pricing from the Contractor.
5. **Payment for Work:** The Town shall pay \$133,500 (Year1), 136,800 (Year 2), 140,220 (Year3) for the Program in accordance with the pricing in Attachment B. 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.

6. **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.
7. **Contractor's Standard of Care:** The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established wastewater management professionals in the area at the time services are provided. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations governing operation of wastewater treatment plants as well as applicable private industry standards.
8. **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.
9. **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, except for Worker's Compensation and Professional Liability insurance. The Contractor shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Contractor, and of any person or business entity for whose performance the Contractor is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Contractor shall notify the Town should coverage become unavailable during that period.
10. **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, unless specified. 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.
11. **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.
12. **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.
13. **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 Contractor shall have the right to terminate this Agreement for unsafe or unreasonable working conditions and a cure is not effected by the Town within thirty (30) days next following its receipt of a termination notice issued by the Contractor.

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 – Either party may terminate this Agreement at any time for any reason upon submitting to the other party sixty (60) days prior a written notice of its intention to terminate. This includes; in the event in which the Town hires a full-time employee as WWTP Chief Operator and the services of the Contractor are no longer needed in this capacity. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

(Contractor)

By: Peter Kehoe 3/23/21

Title: President

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

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:

Peter J. Kolokithas, PE
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Peter J. Kolokithas, PE, authorized signatory for
name of signatory

Weston & Sampson Services, Inc., whose
name of contractor

principal place of business is at 55 Walkers Brook Drive, Suite 100, Reading, MA 01867,

Peter J. Kolokithas, PE does hereby certify under the pains and penalties of perjury that
Weston & Sampson Services, Inc. has paid all
name of contractor

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.

 Peter J. Kolokithas 3/23/21
Signature Date

Clerk's Certificate of Vote

The undersigned, Clerk of Weston & Sampson Services, Inc., hereby certifies that, at a meeting duly called in accordance with the by-laws, the Board of Directors unanimously passed the following resolution on December 17, 2020.

VOTED: To authorize John A. Bocchino, Jr.
Barbara K. Cook
Michael J. Scipione
Robert A. Goober
Peter J. Kolokithas

Acting individually, to execute and deliver on behalf of the Corporation, contracts for professional services, up to \$2,000,000 in value, which are in the ordinary course of the Corporation's business, during fiscal year 2021.

The undersigned further certifies that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.


Jeffrey J. Alberti, Clerk

03/23/21
Date

ATTACHMENT

A



Town of Medfield

Request for Proposals

**Wastewater Treatment Plant
Chief Operator Services**

January 2021

Town of Medfield
Request for Proposals
Wastewater Treatment Plant Chief Operator Services

The Town of Medfield, through its Board of Selectmen and Board of Water and Sewerage, is soliciting proposals for Chief Operator services (25 hours per week) at the Medfield Wastewater Treatment Plant. Sealed proposals will be received by the Department of Public Works, Medfield Town Hall, Ground Floor, 459 Main Street, Medfield, MA 02052, during business hours, until the date and time of the opening of proposals. Proposals are due on **Wednesday, February 17, 2021 at 3 pm.**

The Request for Proposals, Town's Standard Contract, and other documents will be available beginning Wednesday, January 6, 2021 and may be obtained until proposals are due. Documents may be obtained by contacting Director of Public Works Maurice Goulet at mgoulet@medfield.net or by visiting the Town of Medfield website at <https://www.town.medfield.net/Bids.aspx>.

Proposals must include all documents required by the Request for Proposals. The Town of Medfield reserves the right to reject any or all proposals, to waive any informality in the proposals, to request further information with respect to any proposal received, or to accept the proposal deemed to be in the best interests of the Town of Medfield.

Schedule

The Town anticipates the following procurement schedule:

RFP Available:	Wednesday, January 6, 2021
Optional Pre-Proposal Conference and Site Visit:	Wednesday, February 3, 2021 at 9 am
Deadline for Submitting Questions on the RFP:	Wednesday, February 10, 2021 at 3 pm
Answers to Questions:	Friday, February 12, 2021
Proposals Submitted By:	Wednesday, February 17, 2021 at 3 pm
Proposal Opening (Not Public):	Wednesday, February 17, 2021
Interviews:	To be determined after proposals are received and reviewed
Evaluation Complete and Notice of Selection:	On or before Wednesday, March 17, 2021
Negotiations Started:	On or before Wednesday, March 17, 2021
Board of Selectmen Approval and Contract Execution:	Within 30 days of completion of negotiations
Service Commencement Date:	Within 30 days of Approval by the Board of Selectmen

Proposers must register for the non-mandatory site visit by Monday, February 1, 2021 at 3 pm by contacting Maurice Goulet, Director of Public Works at mgoulet@medfield.net. During the site visit, all attendees will be required to observe the Town's COVID-19 protocols regarding face coverings and social distancing.

Project Description

General Background

The Town of Medfield (“Town”) has issued this Request for Proposals (RFP) to seek respondents capable of entering into a public-private partnership to provide management services for the Town and its ratepayers. This agreement shall not constitute a legal partnership. The Town reserves the right to expand the scope of services to include additional responsibilities.

The selected vendor will be responsible for providing 25 hours of support to the Town. This will include: plant operations oversight, plant management, and maintenance as needed. The contractor will be assigned the roles and responsibilities of Chief Operator (Grade VI or higher) for regulatory compliance purposes.

The selected vendor will be expected to sign the Town’s Standard Contract, which is enclosed as Attachment C.

This contract shall be for a one (1) year term, with two one-year options for a maximum of 3 years. It will include the management of the daily operation, maintenance, and management of the Medfield Wastewater Treatment Plant (“WWTP”) in a manner which will meet all regulatory agency requirements including, but not limited to, the provisions of the Town's NPDES Permit.

The services shall not include the cost for: utilities, chemicals, equipment materials/supplies, outside services, waste and biosolids disposal, and maintenance and repair parts and services.

Facilities Description

In 1972, the Medfield WWTP was constructed off West Street along the Charles River. The plant was designed for an average flow rate of 1.52 million gallons per day (MGD) and was constructed to use a conventional activated sludge treatment process.

The plant is operated as an activated sludge process with a peak hourly flow as high as 2.5 to 3.0 MGD. The plant is 48 years old and its proper management is even more critical, since the effluent from the West Street WWTP discharges to the Charles River. The effluent is subject to considerable scrutiny by regulators and the Charles River Watershed Association. Effluent is discharged in accordance with the attached NPDES permit (Attachment D).

The Medfield WWTP has been operated through a public-private partnership between the Town of Medfield and Weston & Sampson since 2018. There are currently 4 budgeted positions at the WWTP. These individuals are employed by the Town. The successful vendor will be required to manage these employees within the boundaries of the employment agreement. The Town will continue to pay for these employees.

Information for Proposers

The following information is provided as assistance to proposers on the Contract Management for the Medfield WWTP facility. It is the responsibility of all proposers to satisfy themselves as to all information required for the preparation of their proposals.

The WWTP is located at 101 West Street, Medfield, Massachusetts.

It is the Proposer's responsibility to make themselves fully aware of the extent, condition and location of the referenced facilities in order to develop a comprehensive "Plan of Service" as part of their proposal. Failure to do so will not relieve a successful Proposer of his obligation to furnish all material and labor necessary to carry out the provisions of their contract.

Operation and Maintenance Reports and Discharge Monitoring Reports for the WWTP are available upon request.

Proposers who have questions concerning the RFP or the proposal documents should make all requests in writing and direct such to the Town. All written requests for information or interpretation must be received by the date specified in the Schedule.

Any and all supplemental instructions will be issued as addenda to all prospective proposers and listed on the Town website. It is the Proposer's responsibility to provide all current email addresses to the Town for notification of any addenda. Any addendum which postpones the receiving or opening of proposals may be issued at any time prior to the date and time for the receipt of proposals a specified in the Schedule. Failure of proposer to receive any such addenda or interpretations is the responsibility of the proposer.

Any Proposer may modify their Proposal at any time prior to the scheduled date/time for receipt of proposals.

The selected Proposer will be exempt from the payment of Massachusetts Sales Tax for goods and services furnished under this Contract and the Proposer's Cost Proposal should reflect the exclusion of any and all local or State applicable taxes.

The Town may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish or otherwise provide all such information and data for this purpose as may be requested.

Notice of the acceptance of this Proposal will be given to the successful Proposer by Town after consultation with the Medfield Board of Selectmen, Board of Water and Sewerage, and the Town's Attorney. If, within thirty (30) days, Saturdays, Sundays and legal holidays excluded, immediately after the receipt of notice, the successful Proposer shall fail to deliver his Contract duly signed, in consideration of such failure the Proposal and acceptance, at the option of the Town may become null and void.

The Town assumes no responsibility for the completeness, or the accuracy of specific technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those given in writing. In no event may a Proposer to this RFP rely on any oral statement by the Town or its agents, advisors or consultants.

Should a Proposer find discrepancies in or omissions from this RFP and related documents, the Proposer shall immediately notify Maurice Goulet, Director of Public Works and a written addendum or bulletin of instructions, if necessary, will be delivered to each Proposer. Each Proposer requesting an interpretation will be responsible for delivering such requests to the Town or its designated representative in writing.

Minimum Submission Requirements

All proposals shall remain valid for a minimum period of 90 days from time of Proposal due date, and the Proposer shall specifically reference said provision in their cover letter. Negligence on the part of the proposer in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

All proposals must include the following:

1. Technical Proposal
2. Cost Proposal
3. Certification of Non-Collusion
4. Certificate of Tax Compliance

The Technical Proposal shall discuss qualifications and the specific services that the proposer offers. The Cost Proposal shall include cost information in the format requested. There shall be no reference to cost in the Technical Proposal. Each envelope/box is to be clearly marked with the name and address of the proposer and clearly state the contents.

Technical Proposals (six (6) copies) and Cost Proposals (six (6) copies) must be submitted separately. All Technical Proposals should be submitted in one sealed envelope/box; all copies of the Cost Proposals should be sealed in a second separate envelope/box. Each envelope/box must be marked with the name and address of proposer, date and hour of proposal opening, the name of the project, the contents ("Technical Proposal" or "Cost Proposal") and clearly labeled, "DO NOT OPEN - SEALED PROPOSAL"

Electronic copies of the Technical Proposals shall be provided to the Town on a thumb drive. Upon the Town's request and after proposals have been opened, electronic copies shall also be provided through an electronic file share application.

Proposals are to be submitted to:

Medfield Town Hall
459 Main Street
Ground Floor
Attn: Maurice Goulet
Director of Public Works
Medfield, MA 02052

Proposals are to be delivered on or before the date / time specified in the Schedule.

Technical Proposal Contents

All Proposals must include the following minimum data and be able to demonstrate compliance with all noted performance standards:

All proposers must demonstrate in their Qualifications/Experience that they have provided Contract Management/Operations similar to the services requested and have the staff and resources necessary to provide the services requested. At a minimum, proposers shall specifically demonstrate compliance to the Minimum Qualification Criteria.

All proposers must provide a proposed Management/Staffing Plan and include the name and resume of the proposed Chief Operator. The Chief Operator shall hold a Massachusetts Certified Grade VI License or higher to operate the Facilities. Resumes for corporate and technical support shall also be included.

All proposers must provide a detailed Plan of Service that will address all processes and associated equipment that will meet the requirements of the NPDES permit. The proposer is encouraged to elaborate on the background and knowledge of its company, especially as it would relate to the Medfield facilities.

All proposers must provide list of all current clients in New England to whom contract management/operations are being provided. This list shall include the size and complexity of the facility, contact name and title and current telephone number.

Upon request by the Town, each proposer shall also provide the following:

- Corporate History and Background
- Corporate Financial Statement
- Bank References

Cost Proposal

A separately sealed Cost Proposal shall be delivered in response to the RFP. The Cost Proposal shall be submitted in accordance with the following format. The proposal shall identify all terms and conditions associated with the Cost Proposal. All pricing exceptions shall be noted. Failure to do so will be considered cause for disqualification.

The format outlined in this section is to be followed by Proposers in order to allow for the proper evaluation and comparison of Cost Proposals. The Cost Proposal (six (6) copies) must be submitted in a clearly marked envelope/box bound separately from the Technical Proposal.

Legibility, clarity and completeness of the Cost Proposal are essential. All information in the Cost Proposal must be readable and understandable.

Cost Proposals shall present a lump sum cost for each contract term.

Cost Proposals must include the following information:

1. Cover Letter

The cover letter shall bind the Proposer to its proposed offer to the Town. The cover letter shall:

- Identify the business entity that will contract with the Town;
- State the Annual Service Fee
- State that the Cost Proposal constitutes a firm and binding offer by the Proposer to the Town
- State that the proposed price is consistent with the terms and conditions in the RFP, unless specific exceptions and conditions are noted

2. Title Page

The cover letter should be followed by a title page containing:

- The name of this project
- The name, address, telephone number, and email of the Proposer, and the name and title of the person authorized to commit the Proposer to contractual arrangement with the Town.
 - Unless noted otherwise, this person will be considered by the Town as the Proposer's contact point for all communication regarding this procurement.

3. Cost Proposal Form

We, the undersigned, agree to perform the services outlined in this RFP for the detailed amounts.

Name of Company:	
Address:	

Telephone	
Email	
Signature	
Name	
Title	
Date	

Annual Fee for year 1:	
Annual Fee for year 2:	
Annual Fee for year 3:	

Hourly rate for additional services and personnel. Include rates for other certification levels:

Review Process

The Town's proposal review process will consist of the following:

All proposals will be reviewed to determine if the Minimum Submission Requirements criteria have been complied with. Proposals that do not meet the Minimum Criteria will be grounds for disqualification and rejection.

All proposals meeting the Minimum Submission Requirements will be initially evaluated based on the specific information presented in the RFP and as defined in the Comparative Qualification Criteria. Proposals will be rated: Highly Advantageous, Advantageous and Not Advantageous. A short list of firms may be developed, at the Town's discretion.

Short listed firms may be invited to interview with the Town. Interviews, references and site visits to existing contract management/operations facilities will be incorporated into the overall choice of a contract manager/operator.

A final rating of the proposals will be determined by the Town based on the initial evaluations of qualifications, responsiveness to the scope of services requested in this RFP, interviews and reference/follow-up review work on the firms.

All cost proposals of short-listed firms will be reviewed. Cost will be evaluated in conjunction with the evaluation system noted herein; however, proposal quality (i.e., knowledge of the facility, proposed staffing, approach to operations and maintenance, reliable performance record) is important to the Town and final selection will not be made solely upon lowest cost. The Town also reserves the right to negotiate a final contract price with the selected proposer if it is deemed in its best interest.

Evaluation, Negotiation, and Award of Contract

As provided in Chapter 30B, Section 6, Proposals will not be opened publicly, but the Town will open them in the presence of one or more witnesses at the time and on the dates specified in the RFP. At the opening of the Proposals, the Town will prepare a register of Proposals which will include the name of each Proposer and the number of modifications, if any, received prior to the opening. The register of Proposals will be open for public inspection.

Until the completion of the RFP evaluation as evidenced by an executed contract or a decision to terminate this procurement, the contents of each Proposal shall remain confidential. The Town will open the Cost Proposals subsequent to the evaluation of the Project Proposals.

Rule for Award: The Town intends to select the responsible and responsive Proposer determined by the Town have the most advantageous Proposals, taking into consideration the evaluation criteria as well as the proposal price.

If negotiations fail with selected Proposer, the Town will enter negotiations with the second-ranked Proposer.

The responsibility for the final selection and negotiation rests solely with the Town.

The Town shall not be liable to any respondent for costs associated with responding to the RFP for the respondent's participation in any oral interview, or for any costs, direct or indirect, associated with negotiations.

The Town may condition award on successful negotiation of revisions to the Proposer's Proposal as specified by the Town in its evaluation.

If the Town awards the contract to a Proposer that did not submit the lowest Cost Proposal, the Town may explain the basis for the award in writing, specifying in reasonable detail the Town's decision.

The Town reserves the right to reject any and all Proposals and is under no obligation to award a contract.

Minimum Qualification Criteria

The evaluation will be conducted in accordance with the provisions of M.G.L. Chapter 30B, Section 6. In evaluating respondents, the Town will utilize the minimum requirements outlined in this section of the RFP to determine those respondents qualified to perform the services and whose proposals shall be subsequently evaluated in accordance with the comparative evaluation criteria.

- Firm must have at least ten (10) years of experience in the field of contract management/operations of municipal water and wastewater treatment facilities.
- Firm must currently be operating at least ten (10) municipal plants within New England, five (5) of which should be within Massachusetts. Municipal references with contact names and titles, mailing addresses and current phone numbers must be submitted.
- Firm must have at least ten (10) years of operational experience with municipal wastewater operations and maintenance.
- Firm must have 24 hour on-call capabilities to mobilize additional supervisors, personnel and equipment to the Town with minimal response time for an emergency condition or for major mechanical operation or maintenance. (Response times shall be specifically detailed in all proposals.)
- Proposers shall be in satisfactory financial condition for performance of the contract. To substantiate this, a Proposer may be requested to submit a copy of its balance sheet in the case of a publicly owned company or a recent certified audited balance sheet in the case of a privately-owned company.
- The Proposer must be a single entity. Joint Ventures for the operation and maintenance of the Facilities are not acceptable.

Comparative Qualification Criteria

The Town will use the following evaluation criteria to rank proposals. The proposers should specifically detail their experience in accordance with these criteria.

1. Firm is currently operating 5 or more municipal wastewater treatment plants within Massachusetts.

6 or more	Highly Advantageous
5	Advantageous
4 or less	Not Advantageous

2. Firm demonstrates the necessary experience to operate and maintain similar wastewater treatment systems.

More than one facility for two plus years	Highly Advantageous
One facility two or more years	Advantageous
Limited experience	Not Advantageous

3. Firm commits to identifying specific staff who will be dedicated to serving as the Medfield Chief Operator

1 Operator	Highly Advantageous
2 Operators	Advantageous
3 or more Operators	Not Advantageous

4. Firm must be able to quickly mobilize technical support personnel to the Town to assist the onsite chief operator with emergency conditions.

Can mobilize in 1 hour or less	Highly Advantageous
Can mobilize in 2 to 3 hours	Advantageous
Can mobilize in 3 or more hours	Not Advantageous

5. A staff of at least six to ten Massachusetts top certified wastewater operators. Provide a Chief Operator for the Town with at least a Grade VI certification. Provide identification and resumes of the individual(s) who will be used in this project. Include availability of backup operating and maintenance personnel, staff maintenance personnel, laboratory staff, engineering staff, administrative staff, and any other pertinent staff information.

11 + Certified Operators	Highly Advantageous
6-10 Certified Operators	Advantageous
5 or less Certified Operators	Not Advantageous

6. Firm demonstrates in its proposal the ability to provide management and operational plans and standards to improve the capabilities of the current Medfield WWTP staff.

Highly Responsive	Highly Advantageous
Responsive	Advantageous
Not Responsive to all Issues	Not Advantageous

7. Firm demonstrates in its proposal familiarity with the Medfield WWTP's operations and challenges and demonstrates the ability to effectively and efficiently manage the WWTP in collaboration with Town staff

Highly Responsive	Highly Advantageous
Responsive	Advantageous
Not Responsive to all Issues	Not Advantageous

ATTACHMENT

B



restore

enhance

COST PROPOSAL

February 2021

TOWN OF
Medfield
MASSACHUSETTS

Town of Medfield Wastewater Treatment
Plant Chief Operator Services

sustain

maintain

Weston & Sampson

transform your environment

westonandsampson.com

55 Walkers Brook Drive
Reading, MA 01867 (HQ)
tel: 978 532 1900





February 17, 2021

55 Walkers Brook Drive, Suite 100, Reading, MA 01867
Tel: 978.532.1900

Maurice Goulet
DPW Director
459 Main Street
Medfield, MA 02052

Re: Cost Proposal for Wastewater Treatment Plant Chief Operator Services

Dear Mr. Goulet:

Weston & Sampson Services, Inc. is pleased to present this Cost Proposal for Chief Operator Services to the Town of Medfield's Wastewater Treatment Plant (WWTP). Weston & Sampson Services, the business entity that will enter into a contract, provides this Cost Proposal as a firm and binding offer to the Town of Medfield. This Cost Proposal has been prepared in accordance with the terms and conditions presented in the town's Request for Proposals (RFP).

Pursuant to Amendment No. 1 of our current service agreement with the Town of Medfield for Contract Management of the WWTP, the annual fee for Contract Year Three (2020) services was to be \$133,500, but because we value our relationship with the town, Weston & Sampson Services opted to uphold the same annual fee that was in place since the beginning of 2018. Furthermore, to demonstrate our commitment to the town, Weston & Sampson Services will maintain the annual fee of \$133,500 for Contract Year One (2021) of Wastewater Treatment Plant Chief Operator Services.

Routine services will include staffing the town's WWTP for up to twenty-five (25) hours per week, as detailed in our Technical Proposal. Please note that additional staffing above and beyond that required under routine services, including additional time during split shift conditions, will be charged additionally, according to the hourly rate chart provided in this Cost Proposal. Our proposed fee structure for routine services, in accordance with the town's RFP, is further detailed in the following table:

	Monthly Lump Sum	Annual Fee
Contract Year One ⁽¹⁾	\$11,125	\$133,500
Contract Year Two ⁽¹⁾	\$11,400	\$136,800
Contract Year Three ⁽¹⁾	\$11,685	\$140,220
Total Fee for 3-Year Term		\$410,520

⁽¹⁾ Includes routine staffing of up to twenty-five (25) hours per week, excluding holidays.

Additional Services

Weston & Sampson Services is prepared to provide the Town of Medfield with a Capital Improvement Plan and a Health and Safety Audit within 90 days after the initiation of contract services. The Plan and Audit will each consist of onsite review and evaluation of the town's wastewater facilities and equipment, followed by issuance of a letter report to the town discussing condition of facilities and equipment and providing recommendations with associated estimated costs. Additional details are available upon request.

Additional Service	Lump Sum Fee
Capital Improvement Plan and Health and Safety Audit	\$9,900

Supplementary operations, maintenance, management, and compliance services are available to the Town of Medfield, upon request, at the hourly rates provided on the following Cost Proposal Form. Please note that hourly rates are valid for Contract Year One (2021). Should renewal terms be awarded, hourly rates will be increased by \$5 each year for each personnel category. Also, rates are reflective of non-union and non-prevailing wage conditions and include mileage. Travel time to/from the site will be charged from portal to portal, at the same hourly rate as onsite work, not to exceed one (1) hour each way.

Weston & Sampson Services has reviewed the town's Standard Agreement, as attached in the RFP, and would like to note that our professional liability insurance does not cover the up-front defense of another party. Therefore, Weston & Sampson Services would like the opportunity to negotiate a mutually agreeable indemnification clause and offer the following suggested language:

Indemnification for General Liability

To the fullest extent permitted by law and except with respect to damages, liabilities, and costs arising or alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, which are addressed in the paragraph below, the Contractor agrees to defend, indemnify and hold harmless the Town from and against liabilities, claims, damages and costs (including reasonable attorney's fees) to the extent caused by the Contractor's performance, acts, errors or omissions under this Agreement.

Indemnification for Professional Liability

With respect to damages, costs, liabilities, and expenses that arise or are alleged to arise out of the Contractor's acts, errors, or omissions in the performance of professional services, to the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Town harmless from and against liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the Contractor in performance of services under this Agreement. This indemnification expressly excludes the duty of the Contractor to defend the Town. However, the absence of the duty to defend shall not preclude the Town from seeking its reasonable attorneys' fees as part of its damages where and to the extent such fees are caused by the Contractor's negligence. Nothing in this paragraph shall apply to indemnification of general liability, which is addressed in the paragraph above.

Please note that this Cost Proposal is submitted pending negotiation of a final contract. We look forward to continuing our work with the Town of Medfield. Please do not hesitate to contact me to further discuss our proposal for Chief Operator Services of the town's WWTP.

Sincerely,

WESTON & SAMPSON SERVICES, INC.



Peter J. Kolokithas, PE
President

Project	Town of Medfield, Massachusetts Wastewater Treatment Plant Chief Operator Services
Proposer	Weston & Sampson Services, Inc.
Proposer Contact Information	55 Walkers Brook Drive Suite 100 Reading, MA 01867 Phone: (978) 532-1900 x 2295 Email: Kolokithas.peter@wseinc.com
Proposer's Authorized Signatory	Peter J. Kolokithas, PE

COST PROPOSAL FORMS

We, the undersigned, agree to perform the services outlined in the RFP for the detailed amounts.

Name of Company:	Weston & Sampson Services, Inc.
Address:	55 Walkers Brook Drive
	Suite 100
	Reading, MA 01867
Telephone	Phone: (978) 532-1900 x 2295
Email	Kolokithas.peter@wseinc.com
Signature	
Name	Peter J. Kolokithas, PE
Title	President
Date	February 17, 2021

Annual Fee for year 1:	\$133,500 ^(A)
Annual Fee for year 2:	\$136,800 ^(A)
Annual Fee for year 3:	\$140,220 ^(A)

^(A) Includes routine staffing of up to twenty-five (25) hours per week, excluding holidays.

Hourly rate for additional services and personnel. Include rates for other certification levels:

Additional Personnel	Hourly Rate ⁽¹⁾
Certified Operator: Grade 1 through 5 Weekdays, excluding holidays: 7AM to 5PM	\$95
Certified Operator: Grade 1 through 5 Weekdays: 5PM to 7AM, Weekends, and Holidays	\$140
Certified Operator: Grade 6 or 7 Weekdays, excluding holidays: 7AM to 5PM	\$110
Certified Operator: Grade 6 or 7 Weekdays: 5PM to 7AM, Weekends, and Holidays	\$155
Mechanic Weekdays, excluding holidays: 7AM to 5PM	\$105
Mechanic Weekdays: 5PM to 7AM, Weekends, and Holidays	\$150
Electrician/Instrumentation and Controls Specialist Weekdays, excluding holidays: 7AM to 5PM	\$115
Electrician/Instrumentation and Controls Specialist Weekdays: 5PM to 7AM, Weekends, and Holidays	\$160
Senior Manager (Regional Manager or above)	\$190
Health and Safety Manager	\$155
Compliance and Reporting Specialist	\$95
Laboratory Specialist	\$95

⁽¹⁾ Hourly rates will be increased by \$5 each year for each personnel category. Also, rates are reflective of non-union and non-prevailing wage conditions and include mileage. Travel time to/from the site will be charged from portal to portal, at the same hourly rate as onsite work, not to exceed one (1) hour each way.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to M.G.L. c.62C §49A, I certify, under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

04-3409412

Social Security Number or Federal Identification Number

Peter Kolobettes
Signature of Individual or Corporate Name

Corporate Officer (if applicable)

02/17/2021

Date

CERTIFICATION OF NON-COLLUSION

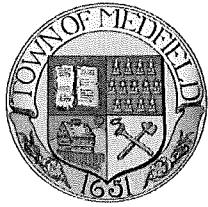
The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee,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

Peter Kokokitis - Peter Kokokitis
Print Name

PRESIDENT
Title/Authority

WESTON & SAMPSON SERVICES, INC.
Name of Business

02/17/2021
Date



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2021-08

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of March 2021 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 Truax Corporation, having a usual place of business at 40 Plain Street, Suite A, North Attleborough, MA 02760, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform catch basin cleaning and maintenance work, hereinafter referred to as the "Program" 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 Quotation 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 catch basin cleaning and maintenance 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. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
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: March 30, 2021 through March 30, 2022 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay \$34,545 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. In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the catch basin cleaning industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
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.

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

(Contractor)

By: Lloyd M. Cerel
Title: President

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

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:

Lloyd M. Truax
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Lloyd M. Truax, authorized signatory for
name of signatory

Truax Corporation, whose
name of contractor

principal place of business is at 40 Plain Street,
North Attleboro, MA 02760 does hereby certify under the pains and penalties of perjury that
Truax Corporation has paid all
name of contractor

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.

Lloyd M. Truax
Signature

3/24/21
Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Truax Corporation, 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, James Truax 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 January 4th, 2021.


Clerk of Corporation

SEAL

ATTACHMENT

A

TOWN OF MEDFIELD

REQUEST FOR QUOTATION

Catch Basin Cleaning and/or Removal of Deposits Quotation

I. GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS

1. Quotations may be emailed to mgoulet@medfield.net
Or.....
2. Quotations (hard copies) may be mailed to the following address:
Department of Public Works
459 Main Street
Medfield, MA 02052

- Quotations received after the time and date established herein SHALL NOT be accepted or considered, regardless of the cause for delay in the receipt of such proposal(s).
- Emailed Quotations should be titled:
“Catch Basin Cleaning Quotation”
- Mailed (hard copy) Quotations should be in a sealed envelope clearly marked:
“Catch Basin Cleaning Quotation”
- Questions concerning this Request for Quotations (RFQ) must be emailed to:
rkennedy@medfield.net
- Any and/or all work is subject to available funds. The Town reserves the right to waive any informalities in, or to reject, any or all quotations should the Town deem it to be in the Town’s best interest.
- The Town of Medfield may cancel this RFQ, or reject in whole or in part any and all quotations, if the Town determines that cancellation or rejection serves the best interests of the Town.

Attachments include:

- o Attachment A — Quotation Pricing Sheet

TOWN OF MEDFIELD

II. PURCHASE DESCRIPTION/SCOPE OF SUPPLIES/SERVICE

- The scope of the work includes labor, material and equipment to clean of ALL catch basins in Town, roughly **2,100 Catch Basins**. The Contractor will not be responsible for removal of material and asked to dump material in one location or removed from the premises, depending on the negotiated contract. Exact schedule of the cleaning will be determined by the Town based on weather. Quotations should be supplied as price per catch basin.
- All Quotations must be firm and continue in effect for a period of thirty (30) days from date of submittal.

Unit Quantities Specified:

- Quantities and measurements actually supplied or placed in the Work and verified by the, Engineer shall determine payment.
- If the actual Work requires greater or lesser quantities than those quantities indicated in the Quotation Form, Contractor shall provide the required quantities at the unit price contracted.

III. PRICING AND PAYMENT

- Unit Prices
 - Item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.
- The Town shall pay, and the Contractor and shall receive the prices stipulated in the quotation made a part hereof as full compensation for everything performed.

TOWN OF MEDFIELD

ATTACHMENT A

QUOTATION PRICING SHEET
CATCH BASIN CLEANING

COMPANY NAME: Truax Corporation

QUOTATIONS MUST BE TYPED OR LEGIBLY WRITTEN

Please note: The quoted price for each item on the form shall be stated in figures,

PRICE PER CATCH BASIN CLEANED: 16.45
(DEPOSITS STOCKPILED) (number price per each basin)

Sixteen dollars and forty-five cents
(written figure price per each basin)

PRICE PER CATCH BASIN CLEANED: 26.95
(DEPOSITS REMOVED FROM TOWN) (number price per each basin)

Twenty six dollars and ninety five cents
(written figure price per each basin)

Lloyd M Truax
Signature: of individual submitting quotation

Lloyd M Truax
Printed Name: of individual submitting quotation

508-316-0979
Business Phone Number

lloyd@truaxcorporation.com
Email Address: of individual submitting quotation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Charles River Insurance Brokerage, Inc. 5 Whittier St. 4th Floor Framingham MA 01701	CONTACT NAME: Arlene Pucillo	
	PHONE (A/C, No, Ext): (508) 656-1400	FAX (A/C, No): (508) 656-1499
INSURED Truax Corporation PO Box 2186 Plainville MA 02762	E-MAIL ADDRESS: apucillo@charlesriverinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Casualty Insurance Compan	24074
	INSURER B: Ohio Security Insurance Compan	24082
	INSURER C: Liberty Mutual Fire Insurance	23035
	INSURER D: National Fire & Marine Insurance	20079
	INSURER E:	
INSURER F:		

COVERS

CERTIFICATE NUMBER: Cert ID 7342

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BKS56962837	01/01/2021	01/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	OTHER:						MED EXP (Any one person)	\$ 10,000	
	AUTOMOBILE LIABILITY ANY AUTO						PERSONAL & ADV INJURY	\$ 1,000,000	
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					GENERAL AGGREGATE	\$ 2,000,000	
	Hired AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Terrorism Coverage	\$	
B	AUTOMOBILE LIABILITY ANY AUTO			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per person)	\$				
	Hired AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident)	\$				
			PROPERTY DAMAGE (Per accident)	\$					
				\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EACH OCCURRENCE	\$ 5,000,000				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		AGGREGATE	\$ 5,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A	XW056962837	12/27/2020	12/27/2021	<input checked="" type="checkbox"/> PER STATUTE	OTHE-	
			E.L. EACH ACCIDENT				\$ 1,000,000		
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000		
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000		
D	Contractors Pollution			07/15/2020	07/15/2021	Occurrence	\$ 1,000,000		
						Aggregate	\$ 2,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Medfield DPW
459 Main Street
Medfield MA 02052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Informational



Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Emergency Certification Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40 and the Medfield Wetlands Bylaw, Ch. 290

A. Emergency Information

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



Issuance From: Medfield Conservation Commission
 Issuing Authority

1. Site Location: Town of Medfield -- Railroad tracks parallel to and between Rt. 27 and Hospital Road (see map attached)

2. Reason for Emergency:
Threat to human health, safety and property (potential derailment) from beaver damming/flooding effect on railbed

3. Applicant to perform work: Breaching dam to lower water level and evaluation for flexible Pond Leveler device

4. Public agency to perform work or public agency ordering the work to be performed:
Ordered by Medfield Conservation Commission

5. Date of Site Visit: Start Date: March 19, 2021 End Date*: April 18, 2021

*no later than 30 days from start date or 60 days in the case of an Immediate Response Action approved by DEP to address an oil/hazardous material release.

6. Work to be allowed*:

Breaching dam to lower water level to safe level and evaluation only of feasibility of Pond Leveler pipe installation and efficacy. Tools (potato or clam rake) hand carried to site; no heavy equipment used; or manual removal of sticks from downstream side of dam area to be breached; removed sticks placed on top or side of dam; mud from dam manually removed using potato rake and piled on top of dam away from the moving water. Width and depth of breach limited by the size of the stream channel and downstream road culverts. All released water should remain in the channel and not exceed the volume of runoff from a large storm.

* May not include work beyond that necessary to abate the emergency.



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

B. Signatures

Certified to be an Emergency by this Issuing Authority.

Medfield Conservation Commission

Signatures:

Deborah Bero
Signature

Robert Kennedy
Signature

Mary McCarthy
Signature

Robert Aigler
Signature

George Danell
Signature

Signature

Signature

Deborah J. Bero

Printed Name

Robert Kennedy

Printed Name

Mary McCarthy

Printed Name

Michael Perloff

Printed Name

Robert Aigler

Printed Name

George Danell

Printed Name

Printed Name

Printed Name

A copy of this form must be provided to the appropriate DEP Regional Office.

C. General Conditions

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 Emergency Certification or subject to enforcement action.
2. This Emergency Certification does not grant any property rights or any exclusive privileges; it does not authorize any injury to private property or invasion of property rights.
3. This Emergency Certification does not relieve the applicant or any other person of the necessity of complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.
4. Any work conducted beyond that described above, and any work conducted beyond that necessary to abate the emergency, shall require the filing of a Notice of Intent.
5. 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 Emergency Certification at reasonable hours to evaluate compliance with this Certification, and may require the submittal of any data deemed necessary by the Conservation Commission or the Department for that evaluation.
6. This Emergency Certification shall apply to any contractor or any other person performing work authorized under this Certification.
7. No work may be authorized beyond 30 days from the date of this certification without written approval of the Department.



**Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands**
WPA Emergency Certification Form
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

D. Special Conditions

E. Appeals

The Department may, on its own motion or at the request of any person, review: an emergency certification issued by a conservation commission and any work permitted thereunder; a denial by a conservation commission of a request for emergency certification; or the failure by a conservation commission to act within 24 hours of a request for emergency certification. Such review shall not operate to stay the work permitted by the emergency certification unless the Department specifically so orders. The Department's review shall be conducted within seven days of: issuance by a conservation commission of the emergency certification; denial by a conservation commission of the emergency certification; or failure by a conservation commission to act within 24 hours of a request for emergency certification. If certification was improperly granted, or the work allowed thereunder is excessive or not required to protect the health and safety of citizens of the Commonwealth, the Department may revoke the emergency certification, condition the work permitted thereunder, or take such other action as it deems appropriate.

APPLICATION FOR 10-DAY EMERGENCY BEAVER OR MUSKRAT PERMIT

TO BE FILLED OUT BY APPLICANT

Fee (if applicable): \$ _____

Name: Mass DOT Rail + Transit Division Date: 3-2-21

Address: 10 Park Plaza, Room 4160

Town: Boston, MA Zip Code: 02116

Telephone: Brian Moroney: (617) 875-2608 (cell)

*Agent Name: Beaver Solutions LLC Tel. # (413) 527-6472
(if applicable) Mike Callahan, Owner cell: (413) 695-0484

Complaint Location: Commuter + freight railroad tracks near Hospital Road, Medfield. (See map)

Type of Complaint: Provide a detailed description of the perceived threat to public health and safety

Impounded water from a beaver dam was recently noted to be seeping through the railbed creating structural damage which if left unaddressed could cause a catastrophic derailment.

Under M.G.L. c. 131, s. 80A, an emergency permit authorizes the applicant or his duly authorized agent to immediately remedy the threat to human health and safety by one or more of the following options: (a) the use of conibear or box or cage-type traps for the taking of beaver or muskrat, subject to regulations; (b) the breaching of dams, dikes, bogs or berms; and/or (c) employing any non-lethal management of water-flow devices. The emergency permit will be good for 10 days from the date of issue.

Signature of Applicant: Mike Callahan Date: 3-2-21

NOTE: Options (b) and/or (c) above require applicant to get conservation commission approval prior to such work in accordance with the wetlands protection act.

10-DAY EMERGENCY BEAVER OR MUSKRAT PERMIT

Name: Mike Callahan, Beaver Solutions Permit No. _____
Address: 14 Mountain Road, Southampton, MA 01073
Authorized Agent Name (if applicable): Rick Merchant
Complaint Location: Medfield Railroad Tracks (see map)

In accordance with and pursuant to provisions contained in chapter 131 of the Massachusetts General Laws section 40, 80A and 321 Code of Massachusetts Regulation 2.08 and 10.00 (Wetlands Protection Act), the permittee(s) above named may immediately remedy the threat to human health and safety by one or more of the following options:

- (a) the use of conibear or box or cage-type traps for the taking of beaver or muskrat, subject to the regulations promulgated by the Division of Fisheries and Wildlife (see back)
- (b) the breaching of dams, dikes, bogs or berms, so-called*
- (c) employing any non-lethal management or water-flow devices*

*If the permittee chooses option(s) b and/or c, he/she must appear before the local conservation commission to obtain an emergency certification regarding specifications for breach size and/or water-flow device installation in accordance to M.G.L. c. 131, s. 40 (Wetlands Protection Act).

The Board of Health has determined that said beaver or muskrat problem poses a threat to public health and safety as stated in M.G.L. c.131, s.80A.

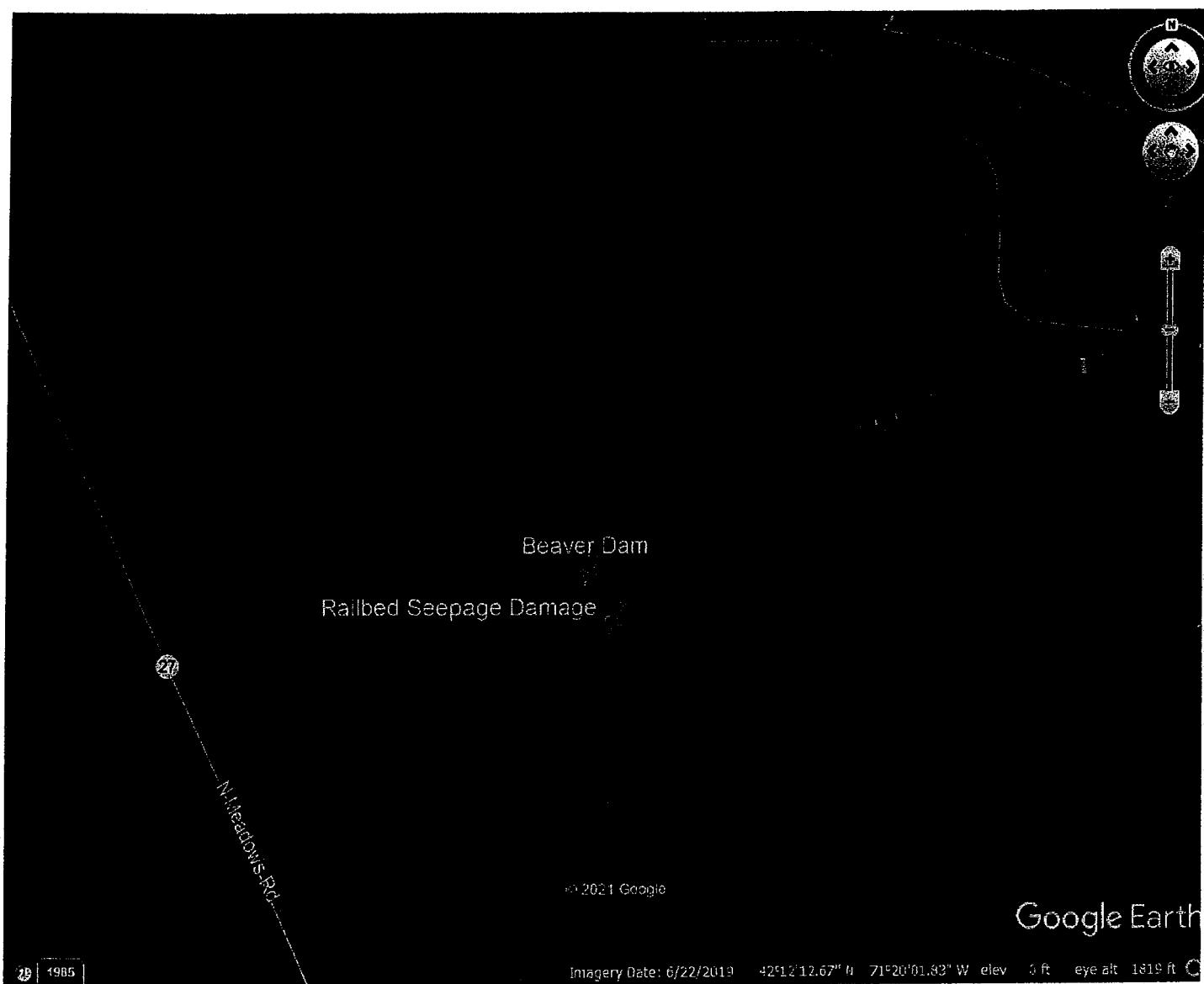
Specify: _____

Board of Health Official Name: _____

Board of Health Official Signature: _____ Date: _____

The above signature validates this permit for 10 consecutive days from the date shown for option (a) only. If the permittee chooses options (b) and/or (c), he/she must return to the Board of Health for a final signature after obtaining an emergency certification from the conservation commission.

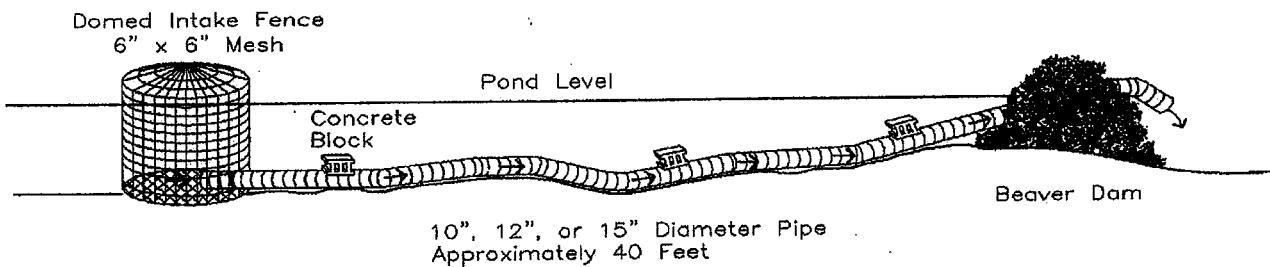
Please attach the emergency certification to this permit and return to the Board of Health for final approval.
(See Back)





BEAVER *Flexible Pond Leveler*™ SOLUTIONS

When flooding from a beaver dam threatens human property, health or safety, a Beaver Solutions Flexible Pond Leveler™ pipe system can be a very effective solution. This flow device will create a permanent leak through the beaver dam that the beavers cannot stop. This eliminates the need for repeated trapping despite the presence of beavers.



In order for these pipe systems to be effective, they must be designed so that beavers cannot detect the flow of water into the pipe. The Flexible Pond Leveler™ does this by surrounding the submerged intake of the pipe with a large cylinder of fencing which is placed in as deep water as possible. This prevents the beavers from detecting the flow of water into the pipe. As a result, the beavers do not try to clog the pipe, and a safe water level can be maintained.

The height of the pipe in the dam determines the pond level (see diagram). Water will flow through the pipe unless the pond level drops below the peak of the pipe. The pipe is set in the dam at the desired pond level, and can be adjusted up or down if necessary.

Unlike road culverts, Flexible Pond Leveler™ pipes do not need to be sized to handle catastrophic storm events because heavy storm runoff will simply flow over the top of the dam. Following the storm the pipe will return the pond to the normal level.

When installing a pipe system it is very important to lower a pond only enough to protect human interests. The more a pond is lowered the more likely it is beavers will build a new dam to render the pipe ineffective. Lowering a beaver pond by up to one vertical foot is generally not a problem.

Whenever a freestanding dam must be lowered by two feet or more, a single round of trapping may be needed prior to installing the pipe. Following trapping new beavers relocating into the area are more likely to tolerate the smaller pond without new problematic dam building because they do not have the memory of the larger pond.

With routine maintenance this flow device will remain effective for many years. Since our customer's satisfaction and our reputation are very important to us, we offer an optional low cost Maintenance Plan which includes our "Worry-Free Guarantee" at no additional cost. However, if you prefer to do the maintenance, we are always available to answer any questions at no charge because we are committed to long term success, your satisfaction and our good reputation.

*May be reproduced courtesy of Mike Callahan, Owner
Beaver Solutions LLC, "Working With Nature"*



BEAVER SOLUTIONS

14 Mountain Rd, Southampton, MA 01073

Phone: (413) 695-0484

Website: www.beaversolutions.com

To Whom It Concerns,

This letter will outline the steps that we use at Beaver Solutions™ to safely breach a beaver dam without causing any significant environmental problems such as significant downstream sedimentation, erosion, or flooding,

Beaver Dam Breaching Procedures

1. If a threat exists the local BOH will issue a 10 Day Emergency permit. Then the local Conservation Commission reviews the plan and issues their own Emergency Permit to allow the dam breaching to proceed.
2. The tools (potato or clam rake) are hand carried to the site.
3. No heavy equipment will be used at any time. No significant damage is expected to any grassy, upland, wetland or other areas as a result of this manual work.
4. While standing on the downstream side of the dam, sticks in the dam are removed manually from the area to be breached. These sticks are piled on the top or side of the dam.
5. Once the loose sticks are removed, mud from the dam is manually dug out of the area to be breached with the potato rack and piled on top of the dam away from the moving water.
6. The width and depth of the breach are limited by the size of the stream channel and any downstream road culverts. At no time should a breach be made so large enough that water flows over the banks of the stream. All released water should remain in the channel and not exceed the volume of runoff from a large storm.
7. If beavers are living in the area to be drained they will almost always repair the dam breach at night. If this occurs, repeat breaching on successive days may be needed to reach the water level goal and to keep the breach open. Unless the beavers are removed from the area dam breaching is almost always a short term solution.

8. If the beaver dam is very old or very large, breaching must be done slowly and carefully. Old dams are sometimes fragile due to rotted sticks inside the dam. One should be assessing the integrity of the dam before and during the breaching process.
9. Ideally dam breaching is done between spring and late fall to prevent the risk of cold exposure and death to over-wintering animals such as turtles. Advice on breach timing can be obtained from a local Conservation Agent or a State Wildlife biologist.

By following these procedures dam breaching can be done in a safe and environmentally sensitive manner. Feel free to contact me with any questions or concerns.

Sincerely,

Michael Callahan, Owner
Beaver Solutions LLC

MA Beaver Permit Flow Chart

Is Beaver Activity Threatening Your Health, Safety or Property?

YES

NO

Contact Board of Health (BOH)
Apply for 10 Day Emergency Permit
(BOH will schedule site visit)

Did Health Agent Determine That a Threat Exists?

YES

NO

BOH Issues 10 Day Permit
Trapping* May Proceed.
Resolved in 10 days?

YES

Apply for 10 Day
Extension AND
Contact MA DFW
for Assistance

NO

Dam Breach or
Flow Device - Need
Emergency Permit from
Conservation Agent

- a. Agent Reviews Plan
- b. May Impose Conditions on Work
- c. Promptly Issues Emergency Permit (Good for 30 Days)

Resolved in 30 days?

NO

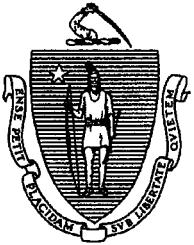
YES

Conservation
Commission for
RDA/NOI

Done

No BOH Permit. Go to MA Dept.
of Fish & Wildlife (MA DFW) or
Conservation Commission for Request
for Determination of Applicability
(RDA)/Notice of Intent (NOI)

*Out of season trapping



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONE WINTER STREET, BOSTON, MA 02108 617-292-5500

AR GEO PAUL CELLUCCI
Governor

JANE SWIFT
Lieutenant Governor

BOB DURAND
Secretary

LAUREN A. LISS
Commissioner

**Guidance for Conservation Commissions Implementing G.L. c.131, s.80A
Threats from Beaver and Muskrat-Related Activities**

Summary of the Law

The Massachusetts Legislature amended G.L. c.131, s.80A, with the passage of "An Act Relative to Foothold Traps and Certain Other Devices." This new law became effective on July 21, 2000, and makes it easier for applicants to alleviate threats caused by beaver and muskrat-related flooding.

Any person may apply to the Board of Health for an emergency permit to *immediately alleviate* a threat to human health and safety from beaver or muskrat-related activity. The law includes a list of activities summarized here that may constitute a threat to human health and safety.

- Beaver or muskrat occupancy of a public water supply (the Department of Environmental Protection (DEP) must make this determination);
- Beaver or muskrat-caused flooding of drinking water wells, well fields, pumping stations, sewage beds, septic systems, sewage pumping stations, public or private ways, driveways, railways, airport runways or taxi-ways, electrical, gas, communication, or other public utility structures or facilities;
- Beaver or muskrat-caused flooding affecting the public use of hospitals, emergency clinics, nursing homes, homes for the elderly, fire stations, hazardous waste, incineration, or resource recovery facilities, or other facilities where flooding may result in the release of hazardous or noxious materials;
- Damage (gnawing, chewing, entering or other damage) to electric or gas facilities, transmission or distribution equipment, cable, alarm systems, or facilities, caused by beavers or muskrat;
- Beaver or muskrat-caused flooding or structural instability on the applicant's property, if it poses an imminent threat of substantial property damage or income loss of the following types: flooding of residential, commercial, or industrial facilities; flooding of or access to commercial agricultural lands which prevents normal agricultural practices from being conducted; reduction in the production of an agricultural crop caused by flooding or compromised structural stability of commercial agricultural lands; and flooding of residential lands in which the Board of Health, its chair or agent or the state or federal department of health has determined a threat to health and safety exists.

This information is available in alternate format by calling our ADA Coordinator at (617) 574-6872.

DEP on the World Wide Web: <http://www.state.ma.us/dep>

Printed on Recycled Paper

If the Board of Health determines that such a threat exists, the *Board of Health shall immediately issue an emergency permit to alleviate the threat*. The permit is valid for ten days. In some cases, the applicant may apply to the Board of Health for two additional ten-day permits. (See the new law for details). If denied, the applicant may appeal to the Massachusetts Department of Public Health (DPH) for a determination as to the existence of the threat. The Massachusetts DPH will be sending out written guidance to the municipal Boards of Health to help them implement the law.

The Board of Health permit authorizes the applicant to remedy the threat in one of three ways: 1) use of conibear or box or cage-type traps (subject to Massachusetts Division of Fisheries and Wildlife (DF&W) but not Conservation Commission regulation); 2) breaching of dams, dikes, bogs or berms, subject to determinations and conditions of Conservation Commissions; or 3) use of any nonlethal management or water-flow devices, subject to determinations and conditions of Conservation Commissions.

The applicant “in conjunction with the Board of Health” may apply to the DF&W for a 30-day extension permit. If the extension is granted, the DF&W *shall* develop, with the assistance of the applicant, the Board of Health, and the Conservation Commission, a plan to abate the beaver or muskrat problem using alternative, nonlethal management techniques in combination with water-flow devices, subject to Conservation Commission determinations and conditions. The plan may include box and cage type-traps, if necessary, subject to all applicable permitting requirements, including, but not limited to, any permits required by the DF&W.

Beaver and muskrat-related problems that are determined by the Board of Health to not constitute threats to public health and safety under this new law may still be addressed with assistance and approval from DF&W pursuant to regulations at 321 CMR 2.08. Any permits issued by DF&W that allow an alteration to a wetland resource area, for either long term management purposes or beaver related problems that do not constitute a threat to public health, are still subject to the determinations and conditions of the Conservation Commissions.

G.L c. 131, s. 80A and the Wetlands Protection Act.

The Legislature recognized that Conservation Commissions have always had an important role to play in solving beaver and muskrat problems, and it specifically emphasized that breaching and other water management proposals are subject to “determinations and conditions” of Conservation Commissions pursuant to the Wetlands Protection Act (G.L. c.131, s.40). Still, the Legislature placed responsibility for declaring a beaver or muskrat-related “threat to human health and safety” squarely with Boards of Health rather than wildlife commissions. Commissions, therefore, should not second-guess Boards of Health as to the existence of these threats. Commissions can, however, ask as many questions as necessary to ascertain the exact nature, scope, and magnitude of the threat, as well as the details of the proposed remedy, in order to impose conditions that will protect the interests of the Wetlands Protection Act. Commissions should work towards solutions that will alleviate immediate threats while protecting wetlands interests to the greatest extent possible. Close cooperation with applicants and Boards of Health will be essential in achieving this goal.

Resource areas likely to be altered by a dam breaching or water management proposal include banks, freshwater wetlands, land under water bodies, land subject to flooding, and riverfront areas. The interests served by these resource areas include: protection of public and private water supplies; protection of groundwater supplies; flood control; storm damage prevention; prevention of pollution; protection of fisheries; protection of wildlife habitat; and less likely, protection of land containing shellfish.

In order to properly condition the proposed work under either an Emergency Certification or Orders of Conditions, Commissions should become familiar with the site. A site inspection is an important part of the process. A site inspection that includes not only the site with the alleged problem, but also the property on which the dam is located, will be necessary. Although the Commission has the right-of entry on an applicant's property, be sure to seek permission from all property owners, because in many cases, the landowner with flooding problems may not be the owner of the dam. The nearest DF&W District Office may be able to provide assistance and information concerning site inspections, particularly at chronic problem sites.

If an Emergency Certification is to be issued, (see below "Recommended Process" for guidance on the use of Emergency Certifications versus Orders of Conditions), the Commission should require that the threat caused by beaver or muskrat be described with as much specificity as possible, and condition the activity to limit the alterations to the minimum necessary to abate the immediate public health threat and safeguard the interests protected by the Wetlands Protection Act and regulations. *DFP recommends that the Emergency Certification be used to handle most of these cases.* Any additional alterations beyond that necessary to abate the immediate public health threat require a follow-up Notice of Intent filing. The Request for Emergency Certification should include flood elevations, if known, and at least a general description of the frequency and duration of flooding. Commissions should request specific information on the technique proposed to remedy the threat, including construction and maintenance methods, predicted impact on water levels both up and downstream, and a preliminary analysis of wetland interests that may be impacted.

If a Notice of Intent is required to abate the immediate public health threat or for additional work beyond that specifically authorized in an Emergency Certification, the Conservation Commissions should require the same information listed above under Emergency Certifications and seek answers to the following questions. How long has the beaver dam been in existence, and what is its size and condition? Has it recently been expanded or otherwise altered? How well developed is the pond and/or wetland system behind the dam? Is there evidence of recent water level increases? What are conditions like downstream? What is the potential for flooding or erosion with the proposed remedy? What are the impacts on wildlife habitat, both upstream and downstream, of the proposed remedy? Would rare or endangered species be impacted? Would a water-flow device or limited breach alleviate the immediate threat, without causing undue impacts? Commissions may request that the applicant provide an analysis of optimum water levels that would alleviate the immediate flooding problem while allowing the dam/pond/wetland system to remain essentially intact. Commissions should condition the proposed activities to safeguard the interests protected by the Wetlands Protection Act.

Potential Solutions

Two common solutions to eliminate flooding associated with beavers and muskrat activities which require review by conservation commissions include: installation of water flow devices or the breaching of dam structures.

If properly constructed, the installation of a water flow device provides an effective long-term measure for controlling flooding. Technical guidance on the use of water flow devices has been provided by the Division of Fisheries and Wildlife (DF&W) in a booklet entitled, *"The Use of Water Flow Devices in Addressing Flooding Problems Caused by Beaver in Massachusetts"*. This booklet provides an excellent summary of beaver control techniques, outlining the pros and cons of each. DEP recommends that Commission members read this manual in its entirety, and keep it handy as a reference guide. Please note, though, that the permitting summary on page 3 is now out-of-date because of the new law. In addition, please note that since this booklet was published, additional types of water control devices have entered the market and may prove effective in a wider range of circumstances. For additional information on water level control devices, please contact your local DF&W District Office (DF&W District phone numbers are listed in the water flow devices booklet).

The DF&W booklet contains practical recommendations that can be used as conditions and made part of either an Emergency Certification or Orders of Conditions for the installation of water level control devices. For example, the booklet recommends specific maintenance intervals and measures for some of the water flow devices; these could be turned into conditions to ensure the devices function as intended. If limited breaching is approved, the booklet provides suggestions for timing (breach in the morning, as beavers are most active at night) and recommendations for hand and mechanical methods. These recommendations also could be turned into conditions.

An alternative to installing water flow devices to control water level is to breach a beaver dam. DF&W has also developed guidance entitled "Issuing Breach Permits" which discuss issues to be considered when designing plans to breach a dam. The dam breach guidance reviews the types of breaches that are generally appropriate to minimize flooding impacts or changes in hydrology up or downstream of the breach location, and to protect wildlife habitat located in wetland jurisdictional areas. Breaching has generally not been recommended by DF&W during the winter and spring months, when beaver kits are born. Conservation Commissions should adhere to these DF&W guidelines, and include special conditions in the Emergency Certification or Order of Conditions specifying the size of the breach approved and controlling the release of water to minimize downstream flooding. The DF&W guidance entitled "Issuing Breach Permits" contains suggested special conditions to limit flooding impacts from sudden release of water from a breached beaver dam, and recommendations that can be made into conditions. For additional information on breaching, please contact your local DF&W District Office.

Recommended Process

The new law is silent as to how Conservation Commissions are to impose "determinations and conditions" under the Wetlands Protection Act. Nonetheless, ~~the legislation clearly conveys a~~

~~sense of urgency in dealing with these problems by directing Boards of Health to act immediately to issue emergency permits. Board of Health permits are valid for only ten days.~~

~~It is recommended that Boards of Health and Conservation Commissions (B/C) work established, mutual, expedited processes to handle beaver related flooding. Including appropriate notification to both the Board of Health and Conservation Commission, what information should be included in both applications, and a schedule for actions, given that a public health threat may exist. In communities with good working relationships between municipal boards, the Board of Health may agree to send applicants to the Conservation Commission for input prior to issuing an emergency permit, or will at least solicit input from the Commission concurrently. However, in many cases, applicants will seek their permits from the Board of Health prior to dealing with the Conservation Commission, and the Commission will then be forced to respond quickly. Commissions should therefore be prepared for an increase in requests for Emergency Certification under the Wetlands Regulations at 310 CMR 10.06. DEP believes that Emergency Certifications can be used effectively in this situation, provided the work authorized is limited to abating the immediate emergency and alleviating the specific beaver or muskrat-related threat. Emergency Certifications are appropriate for handling short term, limited measures, such as the installation of temporary or small water flow devices, or the authorization of a limited breach.~~

Longer term projects, such as those which exceed the time authorized by the Board of Health and require plans developed as part of the DF&W 30-day extension permit, or activities beyond those necessary to abate the immediate public health threat, are better handled through a routine Notice of Intent filing. In addition, major projects such as full breaching of a well-established dam, which will result in long-term impacts to established wetlands, should be handled through a Notice of Intent and Order of Conditions. Proposals to alleviate beaver and muskrat-related problems that are not determined by the Board of Health to be threats to public health and safety under this new law should also continue to be handled through the Notice of Intent process.

Projects that require a Notice of Intent require the associated Wetlands Filing Fee. DEP recommends that Category 2 (water level variations - \$500) be used in situations where water flow devices or very limited breaches are proposed. Category 4 (dam, sluiceway, tidegate (safety work - \$1,450) can be used for proposals that seek to dramatically alter and/or fully breach an existing dam.

DEP does not recommend using the Request for Determination process to handle beaver and muskrat flooding, as it is unlikely that the work proposed will occur solely in the buffer zone, and it is likely that the work will impact wetland resource areas.

Issuing Emergency Certifications

Emergency Certifications to abate the immediate public health threat may be issued for up to 30 days. DEP recommends that Emergency Certifications be issued to coincide with the ten-day Board of Health permit (which may be extended for two ten-day extensions). The Commission can make the extensions automatic (triggered by Board of Health extensions); or, if the Commission really has the time and energy, it can conduct a separate review for each extension.

The Conservation Commissions must only allow the minimum necessary work to abate the immediate public health threat. This could mean allowing the breaching or removal of a small section of the top of the dam to drawdown the water in the pond up-gradient of the dam, or the installation of a water flow device. Any drawdown allowed should be conditioned to occur gradually, to avoid sudden downstream flooding from the breached dam.

To comport with the wetlands Emergency Certification language at 310 CMR 10.06(1), Boards of Health should not only authorize the remedial work, but should order that the work be done. Even if a Board of Health does not use the word "order" in its emergency permits, Conservation Commissions are not precluded from issuing Emergency Certifications. ~~the new legislation sends a strong and explicit message that emergency permits are to minimize health and safety should be issued more quickly than the routine Notice of Intent process.~~ The legislation directs Boards of Health to issue emergency permits immediately upon finding of a threat, and sets up ten-day timelines to alleviate these threats. These actions fall within the framework and scope of the wetlands Emergency Certification provisions at 310 CMR 10.06.

As part of the Emergency Certification process, Conservation Commissions retain the option of requesting an after-the-fact or follow-up Notice of Intent filing. The submittal of an NOI will be most useful if long-term solutions need to be analyzed, or if short-term measures implemented under an Emergency Certification do not perform as expected. Emergency Certifications can, and should, be conditioned to protect wetland interests. Each Emergency Certification should specifically describe the work to be done as well as the goal to be achieved (e.g. lower water level by 1 foot to elevation 36 to eliminate flooding of First Street at intersection with Beaver Brook).

All Emergency Certifications should be conditioned to ensure that the Commission is not granting any property rights or authorizing trespass. Often, the applicant with a flooding problem is not the owner of the property upon which the dam is located.

DEP has developed an Emergency Certification Form that may be used in these cases as well as other situations requiring emergency action. A copy of this new form is available on the Internet at <http://www.state.ma.us/dep>. The Emergency Certification Form includes general conditions that mirror those in the standard Orders of Conditions form.

Special Conditions for either Emergency Certifications and Orders of Conditions

Emergency Certifications and Orders of Conditions, issued to abate an immediate public health threat or for long-term management of beaver related problems, should contain special conditions to prevent sudden flooding impacts from breached dams, changes in hydrology, and

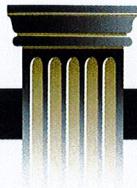
alterations to wildlife habitat located in wetland resource areas, including beaver habitat. Please refer to the DF&W guidance referenced above entitled "Issuing Breach Permits" and "The Use of Water Flow Devices in Addressing Flooding Problems Caused by Beavers in Massachusetts."

DEP recommends that the Boards of Health and Conservation Commissions send each other their written decisions on any beaver or muskrat threat related applications. Copies of the Emergency Certification *must* be sent to the DEP Regional Office, Wetlands Section. DF&W has requested that all Emergency Certifications or Orders of Conditions issued by Conservation Commissions to alleviate beaver and muskrat-related problems be sent to them at:

Fur Bearer Project Leader
Massachusetts Division of Fisheries & Wildlife
Wildlife Section
Field Headquarters
1 Rabbit Hill Road
Westborough, MA 01581

A simplified process and shortened timeframe for DEP's review of Emergency Certifications on appeal is set forth at 310 CMR 10.06(5).

For more information on the recommended process for permitting under the Wetlands Protection Act and regulations, please contact the appropriate regional DEP Wetlands Circuit Rider or wetlands program. The contacts are: NERO: Pamela Merrill at 978-694-3249; WERO: Mark Stinson at 413-755-2257; SERO: Christine Odiaga at 508-946-2836; CERO or Boston: Thomas Maguire, Wetlands Regional Coordinator, at 617-292-5602. We encourage you to discuss novel and/or controversial cases with your regional Circuit Rider or our Regional Coordinator, and welcome your feedback and comments on this guidance.



SOVEREIGN CONSULTING INC.

March 24, 2021

Ms. Kristine Trierwieler
Town Administrator
Medfield Town Hall
459 Main Street
Medfield, MA 02052

Re: **Results of Groundwater Sampling Conducted March 10, 2021**
In the Vicinity of Former Texaco-Branded Service Station No. 100084
26 Spring Street, Medfield, Massachusetts
RTN 2-3003830

Dear Ms. Trierwieler:

Pursuant to your authorization, Sovereign Consulting Inc. (Sovereign) personnel collected a groundwater sample from a monitoring well located on the shoulder of Spring Street on March 10, 2021. This letter presents the analytical laboratory report summarizing the results of the sample collection and analyses consistent with 310 CMR 40.0017(3) of the Massachusetts Contingency Plan, as required by 310 CMR 40.1403(10)(b). Sovereign has conducted a data validation review of the laboratory results, and the laboratory report has been attached for your information, in addition to Massachusetts Department of Environmental Protection (MassDEP) Form BWSC-123.

Please contact the MassDEP or the undersigned if you have any questions or require additional information. Please note that public involvement opportunities are available to you pursuant to 310 CMR 40.1404 for Tier classified sites. Equilon Enterprises LLC dba Shell Oil Products US and Sovereign thank you for your cooperation in this matter.

Sincerely,
SOVEREIGN CONSULTING INC.

Lisa M. Stone
Senior Project Manager

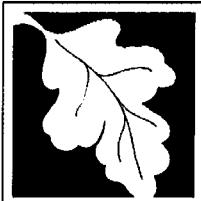
RECEIVED

MAR 26 2021

MEDFIELD SELECTMEN

Attachments: MassDEP Form BWSC-123
Laboratory Data Report

cc: Edward Henke, Equilon Enterprises LLC dba Shell Oil Products US
Sovereign File - 2H883



NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

BWSC 123

This Notice is Related to
Release Tracking Number

2

3003830

A. The address of the disposal site related to this Notice and Release Tracking Number (provided above):

1. Street Address: 26 Spring Street

City/Town: Medfield Zip Code: 02052

B. This notice is being provided to the following party:

1. Name: Kristine Trierwieler, Town Administrator

2. Street Address: 459 Main Street

City/Town: Medfield Zip Code: 02052

C. This notice is being given to inform its recipient (the party listed in Section B):

- 1. That environmental sampling will be/has been conducted at property owned by the recipient of this notice.
- 2. Of the results of environmental sampling conducted at property owned by the recipient of this notice.
- 3. Check to indicate if the analytical results are attached. (If item 2. above is checked, the analytical results from the environmental sampling must be attached to this notice.)

D. Location of the property where the environmental sampling will be/has been conducted:

1. Street Address: Spring Street, Bartlett Street, Shoulder of Spring Street

City/Town: Medfield Zip Code: 02052

2. MCP phase of work during which the sampling will be/has been conducted:

- Immediate Response Action
- Release Abatement Measure
- Utility-related Abatement Measure
- Phase I Initial Site Investigation
- Phase II Comprehensive Site Assessment

- Phase III Feasibility Evaluation
- Phase IV Remedy Implementation Plan
- Phase V/Remedy Operation Status
- Post-Class C Operation, Maintenance and Monitoring
- Other _____ (specify)

3. Description of property where sampling will be/has been conducted:

residential commerical industrial school/playground Other Municipal ROWs (specify)

4. Description of the sampling locations and types (e.g., soil, groundwater) to the extent known at the time of this notice.

Groundwater from a monitoring well.

E. Contact information related to the party providing this notice:

Contact Name: Lisa M. Stone

Street Address: 9 Payson Road, Suite 150

City/Town: Foxborough Zip Code: 02035

Telephone: (508) 339-3200 Email: lstone@sovcon.com

NOTICE OF ENVIRONMENTAL SAMPLING

As required by 310 CMR 40.1403(10) of the Massachusetts Contingency Plan

MASSACHUSETTS REGULATIONS THAT REQUIRE THIS NOTICE

This notice is being provided pursuant to the Massachusetts Contingency Plan and the notification requirement at 310 CMR 40.1403(10). The Massachusetts Contingency Plan is a state regulation that specifies requirements for parties who are taking actions to address releases of chemicals (oil or hazardous material) to the environment.

THE PERSON(S) PROVIDING THIS NOTICE

This notice has been sent to you by the party who is addressing a release of oil or hazardous material to the environment at the location listed in **Section A** on the reverse side of this form. (The regulations refer to the area where the oil or hazardous material is present as the "disposal site".)

PURPOSE OF THIS NOTICE

When environmental samples are taken as part of an investigation under the Massachusetts Contingency Plan at a property on behalf of someone other than the owner of the property, the regulations require that the property owner (listed in **Section B** on the reverse side of this form) be given notice of the environmental sampling. The regulations also require that the property owner subsequently receive the analytical results following the analysis of the environmental samples.

Section C on the reverse side of this form indicates the circumstance under which you are receiving this notice at this time. If you are receiving this notice to inform you of the analytical results following the analysis of the environmental samples, you should also have received, as an attachment, a copy of analytical results. These results should indicate the number and type(s) of samples (e.g., soil, groundwater) analyzed, any chemicals identified, and the measured concentrations of those chemicals.

Section D on the reverse side of this form identifies the property where the environmental sampling will be/has been conducted, provides a description of the sampling locations within the property, and indicates the phase of work under the Massachusetts Contingency Plan regulatory process during which the samples will be/were collected.

FOR MORE INFORMATION

Information about the general process for addressing releases of oil or hazardous material under the Massachusetts Contingency Plan and related public involvement opportunities may be found at <http://www.mass.gov/dep/cleanup/oview.htm>. For more information regarding this notice, you may contact the party listed in **Section E** on the reverse side of this form. Information about the disposal site identified in Section A is also available in files at the Massachusetts Department of Environmental Protection. See <http://mass.gov/dep/about/region/schedule.htm> if you would like to make an appointment to see these files. Please reference the **Release Tracking Number** listed in the upper right hand corner on the reverse side of this form when making file review appointments.

The results set forth herein are provided by SGS North America Inc.

e-Hardcopy 2.0
Automated Report

Technical Report for

Shell Oil Products US

SCMAW: 26 Spring Street, Medfield, MA

2H883 PO#2H883

SGS Job Number: JD21615

Sampling Date: 03/10/21

Report to:

**Sovereign Consulting, Inc.
9 Payson Road, Suite 150
Foxborough, MA 02035
lstone@sovcon.com**

ATTN: Lisa Stone

Total number of pages in report: 18



Test results contained within this data package meet the requirements of the National Environmental Laboratory Accreditation Program and/or state specific certification programs as applicable.

A handwritten signature in cursive script.

**Caitlin Brice, M.S.
General Manager**

Client Service contact: Shalini Williams 732-329-0200

Certifications: NJ(12129), NY(10983), CA, CT, FL, IL, IN, KS, KY, LA, MA, MD, ME, MN, NC, OH VAP (CL0056), AK (UST-103), AZ (AZ0786), PA, RI, SC, TX, UT, VA, WV, DoD ELAP (ANAB L2248)

**This report shall not be reproduced, except in its entirety, without the written approval of SGS.
Test results relate only to samples analyzed.**

SGS North America Inc. • 2235 Route 130 • Dayton, NJ 08810 • tel: 732-329-0200 • fax: 732-329-3499

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Sample Summary

Shell Oil Products US

Job No: JD21615

SCMAW: 26 Spring Street, Medfield, MA
Project No: 2H883 PO#2H883

Sample Number	Collected Date	Time By	Received	Matrix Code	Type	Client Sample ID
---------------	----------------	---------	----------	-------------	------	------------------

This report contains results reported as ND = Not detected. The following applies:
Organics ND = Not detected above the RL

JD21615-1 03/10/21 11:15 LH 03/11/21 AQ Ground Water MW-105

CASE NARRATIVE / CONFORMANCE SUMMARY

2

Client: Shell Oil Products US

Job No JD21615

Site: SCMAW: 26 Spring Street, Medfield, MA

Report Date 3/19/2021 4:04:15 PM

On 03/11/2021, 1 Sample(s), 0 Trip Blank(s) and 0 Field Blank(s) were received at SGS North America Inc. at a maximum corrected temperature of 2.3 C. Samples were intact and chemically preserved, unless noted below. A SGS North America Inc. Job Number of JD21615 was assigned to the project. Laboratory sample ID, client sample ID and dates of sample collection are detailed in the report's Results Summary Section.

Specified quality control criteria were achieved for this job except as noted below. For more information, please refer to the analytical results and QC summary pages.

Compounds qualified as out of range in the continuing calibration summary report are acceptable as per method requirements when there is a high bias but the sample result is non-detect.

GC Volatiles By Method MADEP VPH REV 2.1

Matrix: AQ

Batch ID: GBH980

- All samples were analyzed within the recommended method holding time.
- All method blanks for this batch meet method specific criteria.

SGS North America Inc. certifies that data reported for samples received, listed on the associated custody chain or analytical task order, were produced to specifications meeting the Quality System precision, accuracy and completeness objectives except as noted.

Estimated non-standard method measurement uncertainty data is available on request, based on quality control bias and implicit for standard methods. Acceptable uncertainty requires tested parameter quality control data to meet method criteria.

SGS North America Inc. is not responsible for data quality assumptions if partial reports are used and recommends that this report be used in its entirety. Data release is authorized by SGS North America Inc indicated via signature on the report cover

Summary of Hits

Page 1 of 1

Job Number: JD21615
Account: Shell Oil Products US
Project: SCMAW: 26 Spring Street, Medfield, MA
Collected: 03/10/21

Lab Sample ID	Client Sample ID	Result/ Qual	RL	MDL	Units	Method
JD21615-1	MW-105					
Naphthalene	4.4	2.0			ug/l	MADEP VPH REV 2.1
C5- C8 Aliphatics (Unadj.)	105	100			ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics (Unadj.)	507	100			ug/l	MADEP VPH REV 2.1
C5- C8 Aliphatics	105	100			ug/l	MADEP VPH REV 2.1
C9- C12 Aliphatics	207	100			ug/l	MADEP VPH REV 2.1
C9- C10 Aromatics	300	100			ug/l	MADEP VPH REV 2.1





Dayton, NJ

Section 4

4

Sample Results

Report of Analysis

Report of Analysis

Page 1 of 1

4.1

4

Client Sample ID:	MW-105	Date Sampled:	03/10/21
Lab Sample ID:	JD21615-1	Date Received:	03/11/21
Matrix:	AQ - Ground Water	Percent Solids:	n/a
Method:	MADEP VPH REV 2.1		
Project:	SCMAW: 26 Spring Street, Medfield, MA		

Run #1	File ID BH24984.D	DF 1	Analyzed 03/19/21 07:29	By KC	Prep Date n/a	Prep Batch n/a	Analytical Batch GBH980
Run #2							

Run #1	Purge Volume 5.0 ml
Run #2	

MADEP VPH List

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	1.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
91-20-3	Naphthalene	4.4	2.0	ug/l	
108-88-3	Toluene	ND	2.0	ug/l	
	m,p-Xylene	ND	2.0	ug/l	
95-47-6	o-Xylene	ND	2.0	ug/l	
	C5- C8 Aliphatics (Unadj.)	105	100	ug/l	
	C9- C12 Aliphatics (Unadj.)	507	100	ug/l	
	C5- C8 Aliphatics	105	100	ug/l	
	C9- C12 Aliphatics	207	100	ug/l	
	C9- C10 Aromatics	300	100	ug/l	

CAS No.	Surrogate Recoveries	Run# 1	Run# 2	Limits
2,3,4-Trifluorotoluene	83%			70-130%
2,3,4-Trifluorotoluene	76%			70-130%

ND = Not detected

J = Indicates an estimated value

RL = Reporting Limit

B = Indicates analyte found in associated method blank

E = Indicates value exceeds calibration range

N = Indicates presumptive evidence of a compound

Misc. Forms

Custody Documents and Other Forms

Includes the following where applicable:

- Chain of Custody
- MCP Form
- VPH Form
- Sample Tracking Chronicle
- QC Evaluation: MA MCP Limits

6v

93044320 0798

Shell Oil Products US Chain Of Custody Record

SMITHSON CONSULTING

JD21615: Chain of Custody

Page 1 of 2

SGS Sample Receipt Summary

Job Number: JD21615 Client: _____ Project: _____
 Date / Time Received: 3/11/2021 1:35:00 PM Delivery Method: _____ Airbill #'s: _____

Cooler Temps (Raw Measured) °C: Cooler 1: (3.6);

Cooler Temps (Corrected) °C: Cooler 1: (2.3);

Cooler Security	Y or N	Y or N	Sample Integrity - Documentation	Y or N
1. Custody Seals Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>	3. COC Present:	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Custody Seals Intact:	<input checked="" type="checkbox"/> <input type="checkbox"/>	4. Smpl Dates/Time OK	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>
Cooler Temperature		Y or N	Sample Integrity - Condition	
1. Temp criteria achieved:	<input checked="" type="checkbox"/> <input type="checkbox"/>	IR Gun	1. Sample recvd within HT:	<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Cooler temp verification:	<input type="checkbox"/>	Ice (Bag)	2. All containers accounted for:	<input checked="" type="checkbox"/> <input type="checkbox"/>
3. Cooler media:	<input type="checkbox"/>	1	3. Condition of sample:	Intact
Quality Control Preservation		Y or N	Y or N	N/A
1. Trip Blank present / cooler:	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>
2. Trip Blank listed on COC:	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Samples preserved properly:	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>
4. VOCs headspace free:	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>

Test Strip Lot #s:	pH 1-12: <u>212820</u>	pH 12+: <u>203117A</u>	Other: (Specify) _____
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Comments

SM089-03
Rev. Date 12/7/17

JD21615: Chain of Custody
Page 2 of 2



Massachusetts Department
of Environmental Protection
Bureau of Waste Site Cleanup

WSC-CAM
July 1, 2010
Final

Exhibit VII A

Revision No. 1

Exhibit VII A-2: MassDEP Analytical Protocol Certification Form

MassDEP Analytical Protocol Certification Form						
Laboratory Name:		SGS North America Inc. - Dayton			Project #: JD21615	
Project Location:		SCMAW: 26 Spring Street, Medfield, MA			MADEP RTN	None
This form provides certifications for the following data set: list Laboratory Sample ID Numbers(s) JD21615-1						
Matrices: Groundwater/Surface Water (X) Soil/Sediment () Drinking Water () Air () Other ()						
CAM Protocol (check all that apply below):						
8260 VOC () CAM IIA		7470/7471 Hg () CAM III B	MassDEP VPH (X) CAM IV A	8081 Pesticides () CAM V B	7196 Hex Cr () CAM VI B	Mass DEP APH () CAM IX A
8270 SVOC () CAM II B		7010 Metals () CAM III C	MassDEP EPH () CAM IV B	8151 Herbicides () CAM V C	8330 Explosives () CAM VIII A	TO-15 VOC () CAM IX B
6010 Metals () CAM III A		6020 Metals () CAM III D	8082 PCB CAM V A	9014 Total Cyanide/PAC CAM VI A	6860 Perchlorate () CAM VIII B	
Affirmative Responses to Questions A Through F are required for "Presumptive Certainty status						
A	Were all samples received in a condition consistent with those described on the Chain-of Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
D	Does the laboratory report comply with all the reporting requirements specified in CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
E	VPH, EPH, APH, and TO-15 only: a. VPH, EPH, and APH Methods only: Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No b. APH and TO-15 Methods only: Was the complete analyte list reported for each method? <input type="checkbox"/> Yes <input type="checkbox"/> No					
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Responses to questions G, H, and I below is required for "Presumptive Certainty" status						
G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹					
Data User Note: Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40.1056(2)(k) and WSC-07-350.						
H	Were all QC performance standards specified in the CAM protocol(s) achieved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹					
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ¹					
All Negative responses must be addressed in an attached Environmental Laboratory case narrative.						
I the undersigned, attest under the pains and penalties of perjury that, based upon my personal inquiry of those responsible for obtaining the information, the material contained in this analytical report is, to the best of my knowledge and belief, accurate and complete.						
Signature:				Position:	General Manager	
Printed Name:	Caitlin Brice			Date:	19-Mar-21	

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MADEP VPH FORM

Matrix	<input checked="" type="checkbox"/> Aqueous	<input type="checkbox"/> Soil	<input type="checkbox"/> Sediment	<input type="checkbox"/> Other		
Containers	<input checked="" type="checkbox"/> Satisfactory	<input type="checkbox"/> Broken	<input type="checkbox"/> Leaking			
Aqueous Preservatives	N/A	<input type="checkbox"/> pH <= 2	<input checked="" type="checkbox"/> pH > 2			
Temperature	Received on Ice	Received at 2.3 Deg. C	<input checked="" type="checkbox"/> Other			
Methanol	N/A					
Method for Ranges:	MADEP VPH REV 2.1		Client ID: MW-105	Lab ID: JD21615-1		
Method for Target Analytes:	MADEP VPH REV 2.1		Date Collected: 3/10/2021	Date Received: 3/11/2021		
VPH Surrogate Standards		Date Extracted: N/A	First Date Run: 3/19/2021	Last Date Run: N/A		
PID:		% Solids: N/A	Low Dilution: 1	High Dilution: N/A		
FID:						
Unadjusted Ranges	CAS #	Elution Range	Units	Result	RDL	Q
C5- C8 Aliphatics (Unadj.)		N/A	ug/l	105 ^A	100	
C9- C12 Aliphatics (Unadj.)		N/A	ug/l	507 ^A	100	
Target Analytes						
Benzene	71-43-2	C5-C8	ug/l	ND	1	
Naphthalene	91-20-3	N/A	ug/l	4.4	2	
Ethylbenzene	100-41-4	C9-C12	ug/l	ND	2	
Methyl Tert Butyl Ether	1634-04-4	C5-C8	ug/l	ND	1	
Toluene	108-88-3	C5-C8	ug/l	ND	2	
m,p-Xylene		C9-C12	ug/l	ND	2	
o-Xylene	95-47-6	C9-C12	ug/l	ND	2	
Adjusted Ranges						
C5- C8 Aliphatics		N/A	ug/l	105 ^B	100	
C9- C12 Aliphatics		N/A	ug/l	207 ^C	100	
C9- C10 Aromatics			ug/l	300	100	
Surrogate Recoveries				Acceptance Range		
FID:2,3,4-Trifluorotoluene			%	76	70-130 %	
PID:2,3,4-Trifluorotoluene			%	83	70-130 %	
Footnotes						
A	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range					
B	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C5-C8 Aliphatic Hydrocarbons exclude the concentration of Target Analytes eluting in that range.					
C	Hydrocarbon Range data exclude concentrations of any surrogate(s) and/or internal standards eluting in that range. C9-C12 aliphatic Hydrocarbons exclude conc of Target Analytes eluting in that range AND concentration of C9-C10 Aromatic Hydrocarbons.					
Z	A 'J' qualifier indicates an estimated value					

Were all QA/QC procedures REQUIRED by the VPH Method followed? Yes No- Details Attached
 Were all performance/acceptance standards for required QA/QC procedures achieved? Yes No- Details Attached
 Were any significant modifications made to the VPH method, as specified in Sect. 11.3? No Yes- Details Attached

I attest under the pains and penalties of perjury that, based upon my inquiry of those individuals immediately responsible for obtaining the information, the material contained in this report is, to the best of my knowledge and belief, accurate and complete.

Signature



Position

General Manager

Printed Name

Caitlin Brice

Date

3/19/2021

Internal Sample Tracking Chronicle

Shell Oil Products US

Job No: JD21615

SCMAW: 26 Spring Street, Medfield, MA
Project No: 2H883 PO#2H883

5.4

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Sample Number	Method	Analyzed	By	Prepped	By	Test Codes
JD21615-1	Collected: 10-MAR-21 11:15 By: LH MW-105			Received: 11-MAR-21 By: DG		
JD21615-1	MADEP VPH REV 2.1 19-MAR-21 07:29 KC				VMAVPH	

QC Evaluation: MA MCP Limits

Page 1 of 1

Job Number: JD21615
Account: Shell Oil Products US
Project: SCMAW: 26 Spring Street, Medfield, MA
Collected: 03/10/21

QC Sample ID	CAS#	Analyte	Sample Type	Result Type	Units	Limits

No MA MCP Limits Found.

* Sample used for QC is not from job JD21615

GC Volatiles

6

QC Data Summaries

Includes the following where applicable:

- Method Blank Summaries
- Blank Spike Summaries
- Matrix Spike and Duplicate Summaries
- Surrogate Recovery Summaries

Method Blank Summary

Page 1 of 1

Job Number: JD21615

Account: SHELLWIC Shell Oil Products US

Project: SCMAW: 26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH980-MB	BH24958.D	1	03/18/21	KC	n/a	n/a	GBH980

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD21615-1

6.1.1
6

CAS No.	Compound	Result	RL	Units	Q
71-43-2	Benzene	ND	1.0	ug/l	
100-41-4	Ethylbenzene	ND	2.0	ug/l	
1634-04-4	Methyl Tert Butyl Ether	ND	1.0	ug/l	
91-20-3	Naphthalene	ND	2.0	ug/l	
108-88-3	Toluene	ND	2.0	ug/l	
	m,p-Xylene	ND	2.0	ug/l	
95-47-6	o-Xylene	ND	2.0	ug/l	
	C5- C8 Aliphatics (Unadj.)	ND	100	ug/l	
	C9- C12 Aliphatics (Unadj.)	ND	100	ug/l	
	C5- C8 Aliphatics	ND	100	ug/l	
	C9- C12 Aliphatics	ND	100	ug/l	
	C9- C10 Aromatics	ND	100	ug/l	

CAS No.	Surrogate Recoveries	Limits
2,3,4-Trifluorotoluene	83%	70-130%
2,3,4-Trifluorotoluene	76%	70-130%

Blank Spike/Blank Spike Duplicate Summary

Page 1 of 1

Job Number: JD21615

Account: SHELLWIC Shell Oil Products US

Project: SCMAW: 26 Spring Street, Medfield, MA

Sample	File ID	DF	Analyzed	By	Prep Date	Prep Batch	Analytical Batch
GBH980-BS	BH24959.D	1	03/18/21	KC	n/a	n/a	GBH980
GBH980-BSD	BH24960.D	1	03/18/21	KC	n/a	n/a	GBH980

The QC reported here applies to the following samples:

Method: MADEP VPH REV 2.1

JD21615-1

6.2.1

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CAS No.	Compound	Spike ug/l	BSP ug/l	BSP %	BSD ug/l	BSD %	RPD	Limits Rec/RPD
71-43-2	Benzene	50	47.5	95	48.3	97	2	70-130/25
100-41-4	Ethylbenzene	50	48.6	97	49.3	99	1	70-130/25
1634-04-4	Methyl Tert Butyl Ether	50	46.0	92	46.9	94	2	70-130/25
91-20-3	Naphthalene	50	48.1	96	48.9	98	2	70-130/25
108-88-3	Toluene	50	48.3	97	49.0	98	1	70-130/25
	m,p-Xylene	100	98.7	99	100	100	1	70-130/25
95-47-6	o-Xylene	50	49.2	98	49.9	100	1	70-130/25
	C5- C8 Aliphatics (Unadj.)	150	120	81	120	81	0	70-130/25
	C9- C12 Aliphatics (Unadj.)	100	78	78	79	79	1	70-130/25
	C9- C10 Aromatics	50	50	101	51	102	1	70-130/25

CAS No.	Surrogate Recoveries	BSP	BSD	Limits
	2,3,4-Trifluorotoluene	84%	85%	70-130%
	2,3,4-Trifluorotoluene	77%	77%	70-130%

* = Outside of Control Limits.

SGS

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JD21615

Surrogate Recovery Summary

Page 1 of 1

Job Number: JD21615
Account: SHELLWIC Shell Oil Products US
Project: SCMAW: 26 Spring Street, Medfield, MA

Method: MADEP VPH REV 2.1	Matrix: AQ
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6.3.1

6

Samples and QC shown here apply to the above method

Lab Sample ID	Lab File ID	S1 ^a	S1 ^b
JD21615-1	BH24984.D	83	76
GBH980-BS	BH24959.D	84	77
GBH980-BSD	BH24960.D	85	77
GBH980-MB	BH24958.D	83	76

Surrogate Compounds	Recovery Limits
------------------------	--------------------

S1 = 2,3,4-Trifluorotoluene 70-130%

(a) Recovery from GC signal #2
(b) Recovery from GC signal #1