



Board of Selectmen  
Meeting Packet  
May 25, 2021



Medfield Employers and Merchants Organization [www.medfieldmemo.org](http://www.medfieldmemo.org)

May 7, 2021

Board of Selectmen  
459 Main Street  
Medfield, MA 02052

Re: MEMO's 2021 Discover Medfield Day (41<sup>st</sup> Year)  
September 25<sup>th</sup> (no severe weather postponement date)  
Town Assistance / Land Use / Common Victualler's License / Street Banner

Dear Selectmen:

The Medfield Employers and Merchants Organization, Inc. (MEMO) hereby requests the Town of Medfield's permission and assistance in holding MEMO's 41<sup>st</sup> Annual Discover Medfield Day on Saturday, September 25, 2021. MEMO's plans currently call for essentially the same format, locations, hours, and layout as in 2019, including a 9:00 am opening time and a 3:00 pm closing time.

MEMO hereby requests the Town's permission to use Town-owned land at Meetinghouse Pond area and portions of North and Frairy Streets and Upham Road, and for a small amount of assistance in undertaking the Discover Medfield Day events again this year. If your Board and the Town Departments under your jurisdiction are willing to approve MEMO's plans on the same basis as 2019, please indicate your consent by signing below and returning one copy to me.

I'm also enclosing herewith an application for a blanket Common Victualler's License and ask that you act on that application as well. In the past your Board has graciously waived the \$50.00 application fee. However, if the fee is required, please let me know and I'll forward payment to you.

As a condition of your approval, MEMO agrees to provide the Town with a certificate of insurance for Discover Medfield Day upon the same terms as 2019.

Written permission is also being requested of private property owners Brook Run Development Corp., the First Parish Meeting House, and Montrose School, which are expected to give permission for the use of their downtown properties.



Request is also made to hang our banner announcing Discover Medfield Day across Main Street at Baxter Park from August 28<sup>th</sup> through Discover Medfield Day.

Thank you for your courtesies and assistance.

Very truly yours,



Russ Hallisey  
MEMO's Discover Medfield Day 2021 Chair  
tel: 508-733-9995

APPROVED AND ASSENTED TO BY THE TOWN OF MEDFIELD:

BOARD OF SELECTMEN

By:

\_\_\_\_\_  
Michael Marcucci, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gus Murby

\_\_\_\_\_  
Date

\_\_\_\_\_  
Osler Peterson

\_\_\_\_\_  
Date



# TOWN OF MEDFIELD

## Office of BOARD OF SELECTMEN

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

Date: 5-7-21

I MEMO DISCOVER MEDFIELD DAY hereby apply to the Board of Selectmen  
for the following license:

### COMMON VICTUALLER

Licensee's Social Security No. \_\_\_\_\_ or Federal I.D. No. 22-3132241

I certify under the penalties of perjury that I have filed all state and municipal tax returns and  
paid all state and municipal taxes required under law.

Russell Hallisey  
Signature of Individual  
(or Corporate Officer)

License to be made out in the name of MEDFIELD EMPLOYERS AND MERCHANTS ORGANIZATION

Address PO BOX 6, MEDFIELD, MA 02052

First application for this license? NO Renewal license \_\_\_\_\_

Date license to be exercised 9-25-21 - NO RAIN DATE  
Fee: \_\_\_\_\_

Applicant's signature Russell Hallisey  
11 LEDGETREE ROAD, MEDFIELD, MA 02052

\*\*\*\*\*

Please leave blank

License approved or disapproved \_\_\_\_\_

Date: \_\_\_\_\_ No. \_\_\_\_\_ Fee \_\_\_\_\_

\_\_\_\_\_  
Board of Selectmen





# Town of Medfield

## Contract Cover Sheet

Department:

Department Head:

Contractor:

Contract Amount

Description of contract services:

Contract with BETA Group Inc. to provide design engineering services for the redesign of the intersection at West Street and North Meadows Road (Route 27). This would result in bid ready design documents for the reconstruction of this intersection. The Town has submitted this intersection project to Congressman Auchincloss' office which has recommended it for Federal funding. The Town will also submit it for consideration on the state TIP list for future state funding.

Contract funding source:

Housing Choice Grant from the Commonwealth of Massachusetts in the amount of \$160,500

Contract term:

Through April 1, 2022. Per the grant, the work must be complete and fully invoiced by June 30, 2022

Does this replace an existing contract?

N/A

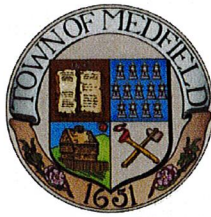
Has Town Counsel reviewed and approved the contract documents?

☒ Yes

☐ No

If Town Counsel has not yet approved the contract, identify outstanding issues here:





**TOWN OF MEDFIELD, MASSACHUSETTS**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES,  
RE: WEST STREET/NORTH MEADOWS ROAD (RTE. 27) INTERSECTION DESIGN**

**CONTRACT #** DPW 2021-09

**STATE CONTRACT #** (if applicable) \_\_\_\_\_

This Contract is made this 20th day of April 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 Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 (hereinafter referred to as the "Contractor").

**WITNESSED:**

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works for the West Street/North Meadows Road (Route 27) Intersection Design hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the work required for 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 proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
5. Contract Term: In accordance with the schedule provided by the Department of Public Works, April 20, 2021 to April 1, 2022. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay \$160,500.00 for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
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 defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result 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 area result of any negligent act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
8. Contractor's Standard of Care: The Consulting Engineering Firm shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants performing similar services in the same locality. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations, as well as private industry standards, relating to roadway layout, design and construction, including intersections and traffic controls.
9. Contractor's Personnel: The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
10. Liability Insurance Requirements: The Consultant shall at its own expense obtain



and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

12. 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.
13. 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.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately 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.

15. Arbitration: Only if Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's 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 or Contractor 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 Contractor by the Town or developed by the Contractor in accordance with this Agreement.

17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: BETA Group, Inc., of 701 George Washington Highway, Lincoln, RI 02865 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadows Road, Medfield, Massachusetts

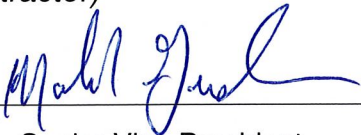


02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

18. Severability: If any term of this Contract or 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.
19. 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.
20. 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:   
Title: Senior Vice 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:

Mark R. Gershman

---

Print Name

Senior Vice President

Title/Authority

# CERTIFICATE OF STATE TAX COMPLIANCE

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


Mark R Gershman \_\_\_\_\_, authorized signatory for  
name of signatory

BETA Group, Inc. \_\_\_\_\_, whose  
name of contractor

principal place of business is at 701 George Washington Highway, Lincoln, RI 02865.

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
BETA Group, 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.

 April 19, 2021  
Signature \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF CORPORATE AUTHORITY

1. I hereby certify that I am the Clerk / Secretary of:

BETA Group, Inc. corporation; and that  
(insert name of corporation)

2. Mark R. Gershman, P.E. is the duly elected  
(insert name of officer who signed contract)

Senior Vice President of said corporation; and that  
(insert title of officer)

3. on October 7, 2020 at a duly authorized meeting of the Board of Directors  
(insert date of meeting)\*

or said corporation, at which all Directors were present or waived notice, it was voted that

Mark R. Gershman, P.E., Senior Vice President of this corporation be and hereby authorized to  
(insert name and title of officer)

execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that

4. the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST:

Joseph D'Alesio  
(signature of Clerk or Secretary)

Name: Joseph D'Alesio, P.E.  
(print or type name of clerk / secretary)

Date: April 19, 2021  
(insert date Certificate signed by Clerk or Secretary)\*\*

\* this date must be before the date the corporate officer signs the contract.

\*\* this date must be on or after the date the corporate officer signs the contract.

# ATTACHMENT

A

**Scope of Services**  
**INTERSECTION IMPROVEMENTS**  
**ROUTE 27 (NORTH MEADOWS ROAD) AND WEST STREET**

**Project Description**

The project involves the intersection improvements at Route 27 (North Meadows Road) and West Street. This intersection is under the Town of Medfield jurisdiction. Route 27 is classified as an Urban Principal Arterial and West Street an Urban Minor Arterial. Route 27 serves as a major north-south connector between communities and I-95. This is a four-legged signalized intersection with outdated equipment and all the approaches consist of one travel lane. There is no pedestrian and bicycle accommodations at the intersection and no sidewalk within the project area.

This intersection is identified as a high crash location by the Metropolitan Area Planning Council (MAPC) (top 5%) for 2014-2016 and 2013-2015. It is also a MassDOT Top 200 Intersection Crash Cluster Location. Therefore, a road safety audit was conducted on June 5, 2019.

The Boston Region MPO staff met with the Town to present their findings on September 16, 2020. According to the Boston Region MPO safety and operations analysis, this intersection has the following issues:

1. High Crash
2. Speeding
3. Inadequate intersection geometry
4. Signal equipment deficiencies
5. No pedestrian and bicycle accommodations

The scope of services will consist of upgrading the traffic signal equipment and addressing Boston MPO's concerns including safety, traffic operations, lane configuration/intersection geometry adequacy and pedestrian/bicycle accommodation.

In general, the nature of the work will include the rehabilitation of pavement, installation of granite curbing, minor drainage improvements, full upgrade of traffic signal, signs and pavement markings, consideration for pedestrian and bicycle accommodations and other miscellaneous work.

The scope of services will consist of producing design plans, specifications, engineer's estimate of probable construction cost, bid documents and assist the Town in securing Transportation Improvement Project (TIP) fund. Field survey will be required.

The project will be designed, bid and constructed as a MassDOT TIP project. Since this section of Route 27 is under the Town's jurisdiction, the PROJECT will not require a Highway Access Permit from MassDOT.

### **Technical Approach**

This Scope of Services will be as follows:

#### **1.0 Data Collection**

- 1.1 Conduct Initial Meeting with Town officials to officially initiate the Project and identify key issues or special Town parameters for the Project. Other projects /developments and/or available reports that may affect the Project's design will be identified at this time. It is anticipated that the Town will provide any available relevant information it may have.
- 1.2 Collect Traffic Volume data. The count program is anticipated to include one 10-hour manual turning movement counts, per the MassDOT Highway Access permit submittal requirements. The 10-hour count will be used to perform traffic signal warrant analysis and capacity analysis for the Functional Design Report and for developing signal phasing and timing chart. Two ATR 48-hour counts will be used to collect speed data on Route 27.
- 1.3 Collect Historical Collision Data from MassDOT for the intersection. It is anticipated that detailed accident information will be provided for the most recent 5-year period.
- 1.4 Categorize Collision History by location, occurrence type and severity. Crash rates will be computed and compared with Statewide / District averages. Findings will be evaluated to identify apparent contributing roadway and/or intersection deficiencies.
- 1.5 Perform Subsurface Explorations relative to roadway pavement to determine possible milling depth. This program will consist of up to four pavement cores to determine the depth of existing pavement(s) and the composition of sub-grade and sub-base materials. Borings for mast arm foundations will be taken in a subsequent phase, once signal layouts are detailed.



## 2.0 Field Survey and Base Plans

Previously obtained survey and base mapping is available but outdated for the intersection. Therefore, new field survey is required.

- 2.1 Compile Right-of-Way Information. Research will include Town and County Engineering office and State records for roadway layout lines. It is anticipated that formal public layouts exist for project roadways. Information will be taken from available plan records. The limits of the State highway layout will be located and shown on the plans. Property Owners and parcel lines will be obtained from assessor files / plans.
- 2.1 Collect Underground Utilities information from the Town, involved state agencies and private companies on their respective facilities.
- 2.3 Establish Control for the Project. Survey will be tie into layout/property monuments (where these are visible). Vertical Control will be based on NAVD 88 Datum and horizontal coordinates will be based on NAD 83. Existing ROW monuments will be located.
- 2.4 Perform Detailed Field Survey to locate existing physical surface features within the intersection. Limits of survey along Route 27 will be 500 feet for each of the approach. West Street will be 450 feet east and west from the intersection. Detail coverage will include such items as: edge of pavement, driveways, utility castings, utility poles, utility markings, walls, fences, trees, planting, signs, street furniture, guardrails and signal equipment. Topographical survey coverage will extend up to 25 feet beyond pavement.
- 2.5 Cross-Sectional data will be obtained /developed at 50-foot intervals to the extent of the topographic survey. In addition, elevations will be taken at key points, such as significant break points, driveway openings, centerline grades at drives, as well as pipe inverts and rim elevations at drainage/sewer structures. Pipe materials will be noted.
- 2.6 Perform Office Calculations and electronically plot survey information. The work will include the development of a TIN.
- 2.7 Prepare Base Plan at a scale of 1"=20'. Record information obtained from utility owners, as well as roadway layout and abutting property parcel lines will be compiled on the base plans. Merge new survey data with previously obtained survey data and base plans.

### 3.0 Traffic Evaluations & Analysis

- 3.1 Perform Level of Service (LOS) analysis for the intersection using new traffic count information. New traffic volume data will be adjusted to reflect the CORVID pandemic condition using historical data within the project area. The analysis will include a projection of future traffic and incorporate planned developments identified by the Town that would likely contribute traffic volume to the study locations.
- 3.2 Develop Signal Layout for the intersection in accordance with the current edition of the Manual on Uniform Traffic Control Devices. Signal phasing will be determined and preliminary timing calculations made. Pavement markings and signing will be laid out to support the new traffic signal installation.

### 4.0 Preliminary Roadway

- 4.1 Evaluate Pavement Soil Samples and determine the preferred pavement rehabilitation strategy or strategies (full depth, reclamation, mill / overly, box widening). Pavement design will be performed in accordance with MassDOT's Design Procedures.
- 4.2 Perform Horizontal Design applying typical sections. The alignment of the intersection will be reviewed for traffic related requirements, as well as confinement within the existing ROW. The project will involve some intersection geometry reconfiguration for pedestrian and bicycle accommodation.
- 4.3 Review Vertical Impact aspects, assess roadway grading, transitional requirements and limits of work.

### 5.0 Preliminary Drainage

- 5.1 Inventory Existing Drainage Systems within the immediate project area.
- 5.2 Assess and Layout Modifications to existing drainage collection facilities to meet with the proposed design. It is anticipated that this will be limited to additional drainage structures and lateral piping. Design of new systems, outfalls, retention basins or infiltration systems are not anticipated at this time.

### 6.0 Twenty-Five Percent Design / Access Permit Application Submittal

- 6.1 Prepare Functional Design Report to summarize findings of analysis. The report will present the data collected, analyses findings, identify operational deficiencies and present recommendations for improvements. The report will be submitted to the Town and MassDOT.

- 6.2 Prepare Budgetary Estimate of probable construction cost of the project with a breakdown by major elements.
  - 6.3 Prepare Twenty-Five Percent Design Plans. Plans will depict the general nature of proposed improvements such as the typical section(s), curb layout, limits of roadway pavement rehabilitation. The Twenty-Five percent Package will also include traffic signal plans showing proposed signal layout, phasing strategies and lane assignments.
- 7.0 Environmental Screening
- 7.1 Perform Initial Environmental Screening of the project to identify likely regulatory requirements. Efforts will include contacting/researching the local/State Historical Commission and consulting DEP files on contaminated sites adjacent to the corridor. The filing of Notice-of-Intent is not anticipated since there is no wetland within the project limits.
- 8.0 Preliminary Right of Ways Plans
- 8.1 Prepare Preliminary Right of Ways plans depicting approximate limits of right of way impacts: Permanent easements / Utility Easements/ temporary easements /right of entries.
  - 8.2 Prepare Draft Highway Alteration layout plans for MassDOT to present proposed changes to the state layout.
- 9.0 Project Meetings
- 9.1 Attend Project Meetings to present and discuss the project. Up to 4 meetings are anticipated with Town officials, Town Boards, MassDOT District Office. One comment resolution meeting with MassDOT is anticipated.
  - 9.2 Attend one public hearing to present the 25% design plans.
  - 9.3 Attend field utility meeting with respective Utility Companies for pole relocations. Up to 2 meetings are anticipated with the Utility Companies.
- 10.0 Seventy-Five/One Hundred Percent Design/Access Permit Application Submittal
- 10.1 Incorporate MassDOT/Town comments and finalize Roadway Design including intersection geometry, horizontal alignment, profile modifications, cross-sections, wheelchair ramp design and layout. Finalize sideline grading and



required transitional work on private property in order to define the limits of Right of Entries.

- 10.2 Update Traffic Signal Design per MassDOT comments and finalize layout, sequence and timing chart, major items list, detector layout, signing and pavement markings.
- 10.3 Detail the layout of pavement markings and signage to meet with the proposed design.
- 10.4 Finalize Drainage System modifications. These are anticipated to include relocation of catch basins and related laterals. It is anticipated that the existing system is capable of handling project flows.
- 10.7 Prepare Design Plans for the Project, including General Plans and Traffic Plans. The effort will also include the preparation of miscellaneous drawings, including cover sheet, key plan, construction detail sheets, and traffic sign summary.
- 10.8 Prepare Special Provisions in accordance with MassDOT's Standard Specifications.
- 10.9 Develop Construction Traffic Management Plan using standard overall phasing guidelines for construction implementation.
- 10.10 Perform Itemized Quantity Take Off and prepare estimate of probable construction cost. Engineer's cost estimates will be based on recent available Weighted Average Bid Prices from MassDOT.
- 10.11 Prepare traffic signal control agreement since the signal will be under MassDOT jurisdiction. The agreement will consist of signal regulation plans, signal operation and maintenance agreement.
- 10.12 Compile Submittal Package/Application including Plans, Special Provisions, and Estimate.

#### 11.0 Final Design /PS&E Contract Documents

- 11.1 Address/Incorporate 75%/100% Comments to the extent possible.
- 11.2 Prepare PS&E Contract Documents using the Town's front end and provide up to 10 sets of the contract documents to the CLIENT for its use in bidding the PROJECT.

- 11.3 Provide Bid Phase Assistance to address Bidder Questions, Evaluate Bid Tabs. Review low bidder references and make Recommendations for Award.

### **Design Services Assumptions**

The following assumptions form the basis of the scope and the planned effort.

- Hazardous materials investigations or mitigations, if needed, will be performed as an additional service.
- Design of utilities other than minor modifications to drainage system is not anticipated.
- Do not anticipate any Conservation Commission permitting or Notice-of-Intent.
- Town will be responsible for paying for police details as may be required by survey, pavement coring and other field activity.
- A design Exception Report is not anticipated
- Town will be responsible for land acquisitions and appraisal fee.
- Construction Phase services will be provided under an amendment including attendance at preconstruction conference, review of shop drawings, response to Contractor RFI's, MassDOT progress reporting, attendance at meetings and conducting field visits. Also, certify traffic signals and prepare update signal permits.

**Budget**  
**Intersection Improvements**  
**ROUTE 27 (NORTH MEADOWS ROAD) AND WEST STREET**

The Fee for services is a Fixed Fee of \$160,500. A general breakdown of this effort is as follows:

Labor

Data Collection/Base Plans	\$ 5,000
Traffic Analysis / FDR Report	\$ 15,000
25% Design/Submission	\$ 41,000
Environmental Screening	\$ 8,000
ROW Plans (allowance)	\$ 6,000
75% Design	\$ 34,700
100% Design	\$ 15,500
PS & E Contract Documents	\$ 7,500
Meetings	<u>\$ 8,000</u>

Sub-Total           \$ 140,700

Expenses

Field Survey	\$ 10,000
Traffic Counts	\$ 1,500
Pavement Cores/Mast Arm Boring	\$ 7,000
Printing	\$ 800
Miscellaneous	<u>\$ 500</u>

Sub-Total           \$ 19,800

**TOTAL                   \$160,500**

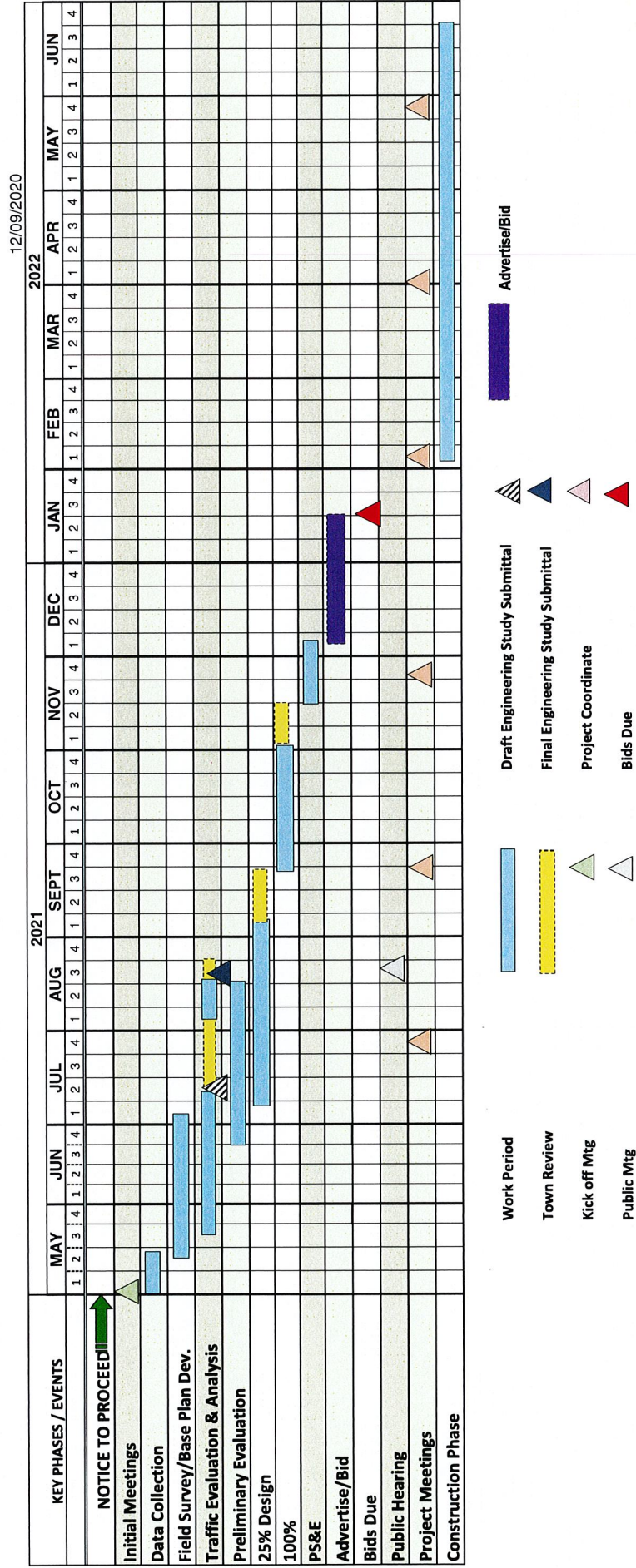
Note: It is anticipated that the Town will provide police details for survey and cores.



# Work Schedule

BETA Group

## Intersection Improvements of Route 27 (North Meadows Road) and West Street





BETAG-1

OP ID: JC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2021

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).

508-620-6200

PRODUCER  
Fitts Insurance Agency, Inc.  
2 Willow Street, Suite 102  
Southborough, MA 01745-1020  
Fitts Insurance Agency

CONTACT NAME: Jodi Colena

PHONE (A/C, No, Ext): 508-620-6200

FAX (A/C, No): 508-481-0227

E-MAIL ADDRESS: jcolena@FittsInsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Company

Z25658

INSURER B: Travelers Indemnity of America

Z25666

INSURER C: Phoenix Insurance Company

Z25623

INSURER D: Travelers P&amp;C Ins Co of Americ

Z25674

INSURER E: Lexington Insurance Company

19437

INSURER F:

INSURED  
Beta Group, Inc.  
P.O. Box 9  
Albion, RI 02802

## COVERAGES

## CERTIFICATE NUMBER:

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6306K894484	04/12/2021	04/12/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8105P933019	04/12/2021	04/12/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP6K922739	04/12/2021	04/12/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6K772536	04/12/2021	04/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional & Pollution Liab			029210548 DED \$150,000	04/12/2021	04/12/2022	Ea Claim Aggregate \$ 5,000,000

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

RE: Professional Engineering Services West Street/North Meadows Road (Rte 27) Intersection Design

## CERTIFICATE HOLDER

TOWNME1

Town of Medfield  
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

**NOTEPAD****Beta Group, Inc.**  
INSURED'S NAME**BETAG-1**  
OP ID: JCPAGE 2  
Date 04/20/2021

(B) 6306K894484 Travelers Indemnity 4/12/21-4/12/22- Valuable Papers Limit  
\$250,000  
See attached forms for Additional Insured, Waiver of Subrogation and  
Primary Non-Contributory language: CAT4200215, CAT4740216, CGD4680219,  
WC00031300, CGD6040219, CGD4670219, CGT1000219, EU00010716, LX85331209,  
LX0404







## **Southeastern Regional Services Group**

### **DPW SUPPLY Award for 7/1/2021-6/30/2022**

**The Board of Selectmen of the Town of Medfield voted at its meeting held on \_\_\_\_\_ to award** contracts to the bidders listed below under the SERSG DPW Supply IFB for the one-year period commencing on July 1, 2021. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

Chair, Board of Selectmen \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

**SERSG Contract Awards**  
for DPW Supplies July 1, 2021 - June 30, 2022

**Medfield**

<b>WINNING VENDORS</b>	<b>Quant. Est</b>	<b>Bid Price</b>	<b>Unit</b>	<b>Est. Value</b>
<b>4 3/4" Stone</b>				
Lorusso Corp., Plainville, MA	75	19.95	per ton	\$1,496.25
<b>6 Stone dust</b>				
Boro Sand & Stone, N. Attleboro, MA	75	18.42	per ton	\$1,381.50
<b>9 Washed Sand for Snow and Ice Removal, ZONED</b>				
Zone A: Medfield, Norfolk, Plainville, Wrentham				
G. Lopes, Taunton, MA	200	20.50	per ton	\$4,100.00
<b>11 Flowable Fill (min deliv: 4 yards)</b>				
Type 1E	-	98.00	per yard	\$0.00
Type 2E	10	98.00	per yard	\$980.00
Boro Sand & Stone, N. Attleboro, MA			\$980.00	
<b>12 Redi-Mix Concrete (min 4 yds per deliv)</b>				
Boro Sand & Stone, N. Attleboro, MA	5	121.00	per yard	\$605.00
<b>13 Redi-Mix Concrete (&lt; 4 yds per delivery)</b>				
Boro Sand & Stone, N. Attleboro, MA	10	176.00	per yard	\$1,760.00
<b>15 Drain Manhole Frames &amp; Covers</b>				
E J Co., Brockton, MA	8	344.67	per each	\$2,757.36
<b>16 Sewer Manhole Frames &amp; Covers</b>				
E J Co., Brockton, MA	20	344.67	per each	\$6,893.40
<b>17 a. Manhole Extension Rings 1"</b>	10	91.62	per each	\$916.20
<b>b. Manhole Extension Rings 1 1/2"</b>	-	94.92	per each	\$0.00
<b>c. Manhole Extension Rings 2"</b>	-	106.05	per each	\$0.00
E J Co., Brockton, MA			\$916.20	
<b>20 Catch Basin Frames (3 flange) includes grates</b>				
E J Co., Brockton, MA	12	339.42	per each	\$4,073.04
<b>21 Catch Basin Frames (4 flange) includes grates</b>				
E J Co., Brockton, MA	12	347.03	per each	\$4,164.36
<b>22 Catch Basin Square Grates</b>				
E J Co., Brockton, MA	-	130.20	per each	\$0.00
<b>23 a. Catch Basin Extension Frames 1"</b>	12	85.25	per each	\$1,023.00
<b>b. Catch Basin Extension Frames 1 1/2"</b>	-	91.50	per each	\$0.00
<b>c. Catch Basin Extension Frames 2"</b>	-	104.00	per each	\$0.00
John Hoadley and Sons, Rockland, MA			\$1,023.00	
<b>26 Cast Iron Detectable Warning Plate</b>				
Rectangular 24" x 30"	4	108.15	per each	\$432.60
Square 24" x 24"	2	86.52	per each	\$173.04
Powder Coated Rectangular 24" x 30"	-	199.20	per each	\$0.00
E J Co., Brockton, MA			\$605.64	
<b>29 Cold Patch, Standard (FOB), ZONED</b>				
Zone A: Medfield, N. Attleboro, Plainville				
T L Edwards, Inc., Avon, MA	25	98.00	per ton	\$2,450.00



**SERSG Contract Awards  
for DPW Supplies July 1, 2021 - June 30, 2022**

<b>WINNING VENDORS</b>	<b>Quant. Est</b>	<b>Bid Price</b>	<b>Unit</b>	<b>Est. Value</b>
<b>30 Hot Mix (FOB), ZONED</b> <b>Zone A: Medfield, Norfolk, Plainville, Wrentham</b> <b>T L Edwards, Inc., Avon, MA</b>	<b>500</b>	<b>63.45</b>	per ton	\$31,725.00
<b>31 Winter Mix (FOB), ZONED</b> <b>Zone A: Medfield, Norfolk, Wrentham</b> <b>T L Edwards, Inc., Avon, MA</b>	<b>75</b>	<b>93.50</b>	per ton	\$7,012.50
<b>36 Mid-Grade Unleaded Gasoline</b> <b>Dennis K Burke Inc, Chelsea, MA</b>	<b>35,000</b>	<b>2.1082</b> *\$0.0522	per gallon **	\$73,787.00
<b>38 Ultra Low Sulfur Diesel</b> <b>Dennis K Burke Inc, Chelsea, MA</b>	<b>45,000</b>	<b>2.1692</b> *\$0.0522	per gallon **	\$97,614.00
<b>Grand Total</b>				<b>\$243,344.25</b>

**\*Fixed Bid Increment and tax are added to the Boston Low from OPIS Oil Price Daily for the date of fuel delivery.**

**\*\*Based on reference price of 4/14/21**





## **Southeastern Regional Services Group**

### **WATER & SEWER TREATMENT CHEMICAL Award for 7/1/2021-6/30/2022**

**The Board of Selectmen of the Town of Medfield voted at its meeting held on \_\_\_\_\_ to award** contracts to the bidders listed below under the SERSG Water & Sewer Treatment Chemical IFB for the one-year period commencing on July 1, 2021. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

Chair, Board of Selectmen \_\_\_\_\_

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

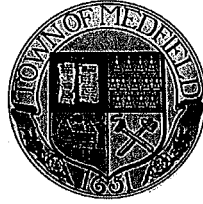
**SERSG Contract Awards  
for Water Sewer Treatment Chemicals July 1, 2021 - June 30, 2022**

**Medfield**

	<u>Winning Bidder</u>	<u>Est. Quant.</u>	<u>Bid Price</u>	<u>Est. Value</u>
9	<b>Sodium Hydroxide 50% Solution, gallons</b> Univar Co., Providence, RI	8,000	1.5347 per gallon	12,277.60
	<b>Sodium hypochlorite 15% Solution, 5 gal.</b>			
11	<b>pails</b> Roberts Chemical, Attleboro, MA	800	14.9500 per pail	11,960.00
	<b>Polyaluminum Chloride, gallons (PCH-</b>			
19	<b>101 equiv.)</b> Holland Co. Inc., Adams, MA	35,000	2.6200 per gallon	91,700.00
22	<b>Sodium Aluminate, gallons</b> Holland Co. Inc., Adams, MA	15,000	3.6200 per gallon	54,300.00
<b>Total Estimated Value</b>				<b>\$170,237.60</b>







## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

CONTRACT # DPW 2021-10

STATE CONTRACT # (if applicable) \_\_\_\_\_

This Contract is made this 25th day of May 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 W.L. French Excavating Corporation, having a usual place of business at 14 Sterling Road, North Billerica, MA 01862, hereinafter referred to as the "Contractor".

#### WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to perform removal of catch basin cleanings, 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 the removal of catch basin cleanings related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: May 25, 2021 through December 31, 2021 subject to annual appropriation and pricing from the Contractor.
6. Payment for Work: The Town shall pay \$38.50 per ton with an estimated 1,250 tons, not to exceed \$48,125.00 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 cleanings removal 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. Contractor represents that it is familiar with and knowledgeable about federal and state statutes and regulations applicable to the proper transportation and disposal of catch basin cleanings that may contain hazardous waste or other contaminants.
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: 

Title: Vice 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:

Jessica Gayette  
Print Name

Vice President  
Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

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

Jessica Frenen Gayette, authorized signatory for  
name of signatory

W.L. Frenen Excavating Corporation, whose  
name of contractor

principal place of business is at 14 Sterling Rd. N. Billerica, MA

does hereby certify under the pains and penalties of perjury that  
W.L. Frenen Excavating 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.

[Signature]  
Signature

5/12/2021  
Date

**EXAMPLE CLERK'S CERTIFICATE**

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of W.L. French Excav, 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, Lisa Kelley the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on May 12, 2021.

Lisa Kelley  
Clerk of Corporation

SEAL

# ATTACHMENT

A





## W. L. FRENCH EXCAVATING CORPORATION

COMMERCIAL SITE DEVELOPMENT • CONTRACT TRUCKING • ENVIRONMENTAL MANAGEMENT

3/8/2021

Proposal Number: P2021-0207-1

Town of Medfield  
459 Main Street  
Medfield, MA 02052

Project: Medfield Catch Basin Cleanings  
135 N. Meadows Rd, Medfield  
Medfield, MA 02052

W. L. French Excavating Corporation is pleased to provide this comprehensive price proposal for Town of Medfield at the Medfield Catch Basin Cleanings project. Established in 1972, W. L. French Excavating Corporation (WLF) is a privately owned Boston based Union Site Contractor and Soil & Waste Management firm headquartered in North Billerica, MA. WLF provides a broad range of construction services including; Mass Excavation, Site Remediation, Heavy Utility Construction & Installation, Soil & Waste Management and Snow Services for clients throughout the New England region.

Our terms, pricing and conditions are as follows:

Description	Unit Price
Transportation and disposal of catch basin cleanings by dump trailer from 135 N. Meadows Rd, Medfield, Medfield, MA to Winchendon Landfill, Winchendon, MA	\$38.50 per ton

Note: There is an additional \$300 profile set up fee.

### General

- G. 1 WLF requires all orders for transportation services be placed by noon the day before services are to be scheduled (noon on Fridays for scheduling on Mondays).
- G. 2 Prior to the commencement of services, this proposal and / or a purchase order or a subcontract agreement issued by the Client (which acknowledges the terms of this proposal) must be executed.
- G. 3 WLF has implemented a standard practice of issuing the owner of the property / project a "Notice of Identification" on all privately funded projects pursuant to MA General Law Chapter 254 Section 4.
- G. 4 Client must supply name, address and phone number of the project & property owner prior to the commencement of work.
- G. 5 Client must supply any and all bonding information to WLF prior to commencement of work (including surety company name, address, phone number).
- G. 6 This pricing shall be held for thirty (30) days.
- G. 7 WLF reserves the right to modify the proposed pricing based upon additional information provided after the submittal of this proposal.

WLF Initials

Town of Medfield Initials

Page 1 of 6

- G. 8 This quote is contingent upon working during regular business hours, Monday through Friday 7:00AM - 4:00PM. Work performed outside these hours, night work or holiday work shall be subject to renegotiation.
- G. 9 The work WLF will be performing on this Project is exempt from Prevailing Wage. Deliveries of materials to and from construction sites, with the exception of uncontaminated "fill or gravel", do not trigger the prevailing wage law's requirement for the payment of prevailing wages under either MGL c 149, section 27 or 27F. This statute clearly exempts this work and has been further clarified by the Department of Labor Standards. As a result, WLF is exempt from paying employees Prevailing Wage when hauling or delivering materials other than clean gravel or fill on this project. Additional information is available upon request.
- G. 10 Payment in full is due thirty (30) days from the date of the invoice. WLF reserves the right to suspend work should the outstanding balance exceed thirty (30) days past due.
- G. 11 Client must notify WLF of any change order work being performed or disputed prior to the commencement of the work. WLF is not responsible for payment delays from the Owner to the Client for Change Order work unless properly notified in writing that WLF work is being conducted under Change Order.
- G. 12 No retainage to be held on this project.
- G. 13 Payment – As liquidated damages and not as a penalty, the Client shall be obligated to pay on all accounts not paid on the due date of invoices, 1.5% per month (18% annually) on the outstanding account balance together with all attorney fees incurred by WLF to collect delinquent accounts. The client agrees that notwithstanding any endorsements of legend appear on the Client's checks, drafts, or other orders of payment for money, such as endorsements of legend or otherwise shall not necessarily be construed to constitute payment in full or settlement of the account. A failure of WLF to exercise any right accruing from a default of the Client shall NOT impair WLF rights in a case of any subsequent default by the Client. (In plain words – NO WAIVER)
- G. 14 WLF accepts business checks or ACH as a form of payment. Credit cards may be accepted if WLF is notified prior to the commencement of the job at the discretion of WLF.
- G. 15 WLF reserves the right to cancel or restrict orders due to severe weather conditions or safety concerns. Client agrees to hold harmless WLF for any loss of production or delays related thereto.
- G. 16 To the fullest extent permitted by law, the Client hereby acknowledges and agrees that it shall indemnify, hold harmless and defend WLF and the Owner, and each of their officers, directors, members, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, judgments, settlements, losses and expenses including but not limited to, attorney fees, arising out of or resulting from the performance of the Client's work and / or arising out of or resulting from any act or omission of the client its employees, agents or subcontractors.
- G. 17 This agreement is to be construed under the governing laws of the Commonwealth of Massachusetts.
- G. 18 By signing this proposal you are agreeing to the terms of this proposal and these terms supersede any other document signed on this project unless specified in writing by WLF.
- G. 19 Electronic and facsimile signatures will be treated as genuine for all purposes under this agreement.
- G. 20 Unless otherwise noted by exception, all terms and conditions in this proposal will apply to any and all agreed upon change orders resulting from changes in disposal facilities, materials being imported, material suppliers, unit pricing, hourly rates, or any other item not specifically identified in this proposal.
- G. 21 W.L. French is not a woman-owned, minority, or service disabled-owned business.

**Transportation and Disposal**


- T. 1 Pricing includes tolls, permits and other associated fees.
- T. 2 This quote is contingent on having zero restrictions on the height, weight or length of the tractor trailer at the receiving site.
- T. 3 If this project does not have a specified truck route, WLF reserves the right to modify pricing if a

  
WLF Initials

\_\_\_\_ Town of Medfield Initials

restricted truck route is enforced.

- T. 4 There is a 30-ton minimum for dump trailer loads and a 22-ton minimum for triaxle loads.
- T. 5 Shipping documents are to be provided by the Client on the day of shipment.
- T. 6 Project will be invoiced as certified weight tickets and / or other form of acceptable verification of service are received.
- T. 7 This quote assumes that our work can progress in an orderly manner without interference or delay from other construction activities. WLF reserves the right to bill for demurrage time if wait time at the project location exceeds (15) minutes at the rate of \$115.00 / hour per dump trailer or \$105.00 / hour per triaxle.
- T. 8 Transportation costs are benchmarked against the current Department of Energy (DOE) Diesel Fuel Price index <https://www.eia.gov/petroleum/gasdiesel/> for the New England Region on the date of this proposal. A fuel surcharge equal to 1% for every \$0.05 increase in diesel fuel will be applied to the unit bid prices contained herein at the date of transportation of material.
- T. 9 Client acknowledges that WLF has relied completely and solely on representations of the materials and site conditions made by others. The Client agrees to hold harmless and indemnify WLF to the fullest extent permitted by law for any and all damages resulting from material inadequately characterized or improperly disposed material as a result of misrepresentations or inadequately characterized material.
- T. 10 Client is responsible for obtaining the Owner's/Generator's signature on any disposal documents required to secure transportation and disposal services. In no event shall WLF be considered the owner or generator of any waste or other materials transported by it nor shall WLF be considered to have arranged for disposal of any waste or other materials. Client or owner shall be deemed to be the owner and generator of the waste or other materials from point of origin to point of delivery. Client shall provide WLF with current, true, accurate and correct information for the proper and lawful labeling, placarding, shipping and disposal classification of the transported waste or other materials, and shall sign all requisite shipping documents and make all required notifications or other filings. Client, and not WLF, shall make all arrangements for disposal, including specifically selecting the disposal site, in its sole discretion. Client represents and warrants to WLF that the disposal site is fully permitted to accept the waste or other materials to be transported by WLF. WLF reserves the right, but shall not have any obligation, to require Client to provide it with all permits and approvals for the disposal site before performing any transportation services. Client will immediately inform WLF of any change in the approval status of the disposal site for the waste or other materials to be transported and any change in information regarding the waste or materials to be transported. Client will defend, hold harmless and indemnify WLF to the fullest extent permitted by law against any and all claims, losses, damages or liabilities arising from a breach of this clause or the generation, transportation, disposal or arrangement for disposal of the waste materials, including without limitation any liability under the Comprehensive Environmental Response Compensation and Liability Act, 42 USC 9601; Resource Conservation Recovery Act 42 USC 6901; Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, G.L. c. 21E; the Massachusetts Hazardous Waste Act, G.L. c 21C; the Massachusetts Solid Waste Act, G.L. c. 21E; or any other law, regulation, or order.
- T. 11 Acceptance of any volume of material at any facility on any day is dependent upon operational limitations or other restrictions set by the facilities and is beyond the control of WLF. The client agrees to hold harmless to the fullest extent permitted by law, WLF for any loss of production or delays resulting from operational restrictions imposed by the disposal facility.
- T. 12 Soil will not contain greater than 5% solid waste/debris, rubble, brick or other foreign material[s] and no material greater than 6-inches in dimension.
- T. 13 Project closeout paperwork including BOL signoff pages will not be returned to client until payment in full is received.
- T. 14 All Bills of Lading, Material Shipping Records, Shipping Papers, Facility Profiles, site history, analytical data, and data tables to obtain acceptance at the disposal facility are to be provided by others at no cost to WLF.
- T. 15 If the material does not meet the physical and chemical acceptance criteria at the proposed facilities, an alternate facility will be identified and pricing may have to be revised.

  
WLF Initials

\_\_\_\_ Town of Medfield Initials

Page 3 of 6

3/8/2021

W. L. French Excavating Corporation

Proposal Number: P2021-0207-1

- T. 16 Pricing is subject to airspace availability at the landfill and or disposal facility. Should any facilities for any reason close or be unable to accept this material, WLF reserves the right to adjust pricing in order to dispose of material at an alternate disposal facility.
- T. 17 Client is responsible for paying an additional 6.35% sales tax on Transportation and Disposal or Disposal only projects for any soils that originate in Connecticut if applicable.
- T. 18 Trucks ordered but not utilized are subject to a \$500 "no use/no load" fee.

 WLF Initials

\_\_\_\_\_ Town of Medfield Initials

Page 4 of 6

**14 STERLING ROAD NORTH BILLERICA, MA 01862**  
Main Phone 978.663.2623 Facsimile 978.663.5240 wlfrench.com



3/8/2021

W. L. French Excavating Corporation

Proposal Number: P2021-0207-1

The acceptance of this pricing proposal shall be evidence of acceptance of all terms and conditions cited herein or incorporated by reference. We trust this proposal is of interest to you and we look forward to being of service.

If you wish to accept these services please have an authorized signatory for your firm sign as indicated below and email the executed proposal to [contractadmin@wlfrench.com](mailto:contractadmin@wlfrench.com).

As always, should you have any questions or comments related to this proposal please contact me at 978.663.2623.

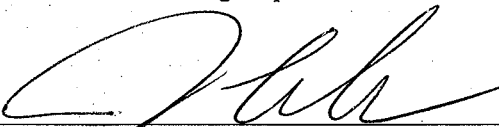
In closing, our team looks forward to working with Town of Medfield towards making Medfield Catch Basin Cleanings a success for all parties involved.

Sincerely,

Kevin Delaney

W. L. French Excavating Corporation

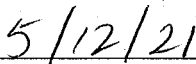
Town of Medfield

  
Signature (authorized representative)

\_\_\_\_\_  
Signature (authorized officer)

  
Name and Title (please print)

\_\_\_\_\_  
Name and Title (please print)

  
Date

\_\_\_\_\_  
Date

**PROJECT INFORMATION WORKSHEET****WLF Proposal No.**      **P2021-0207-1****Project Name**      **Medfield Catch Basin Cleanings**

Company Name |

Complete Address |

Office Phone Number |

Field Office Phone Number |

Would You Like Invoices &amp; Backup Sent Via Email |    Yes    No

Project Owner |

Company CEO/President | Name &amp; Email Address

Field Superintendent/Foreman | Name &amp; Email Address

Project Manager/Engineer: Name &amp; Email Address

Subcontractor Safety Manager: Name &amp; Email Address

Subcontractor Safety Rep | Name &amp; Email Address

Billing Contact | Accounts Receivable | Name &amp; Email Address

Compliance Contact | Name &amp; Email Address

Other Contact | Name &amp; Email Address

Emergency Phone Numbers (home, cell or other. Please specify.)

Name, Title, Phone No

Name, Title, Phone No



# State Aid Program - Project Request

Project Name: Chapter 90 - Medfield - High Street

Application Date: 5/4/2021

## Applicant Information

Municipality	MEDFIELD
District	District 3

## Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3002
Address	55 North Meadows Road
Zip Code	02052

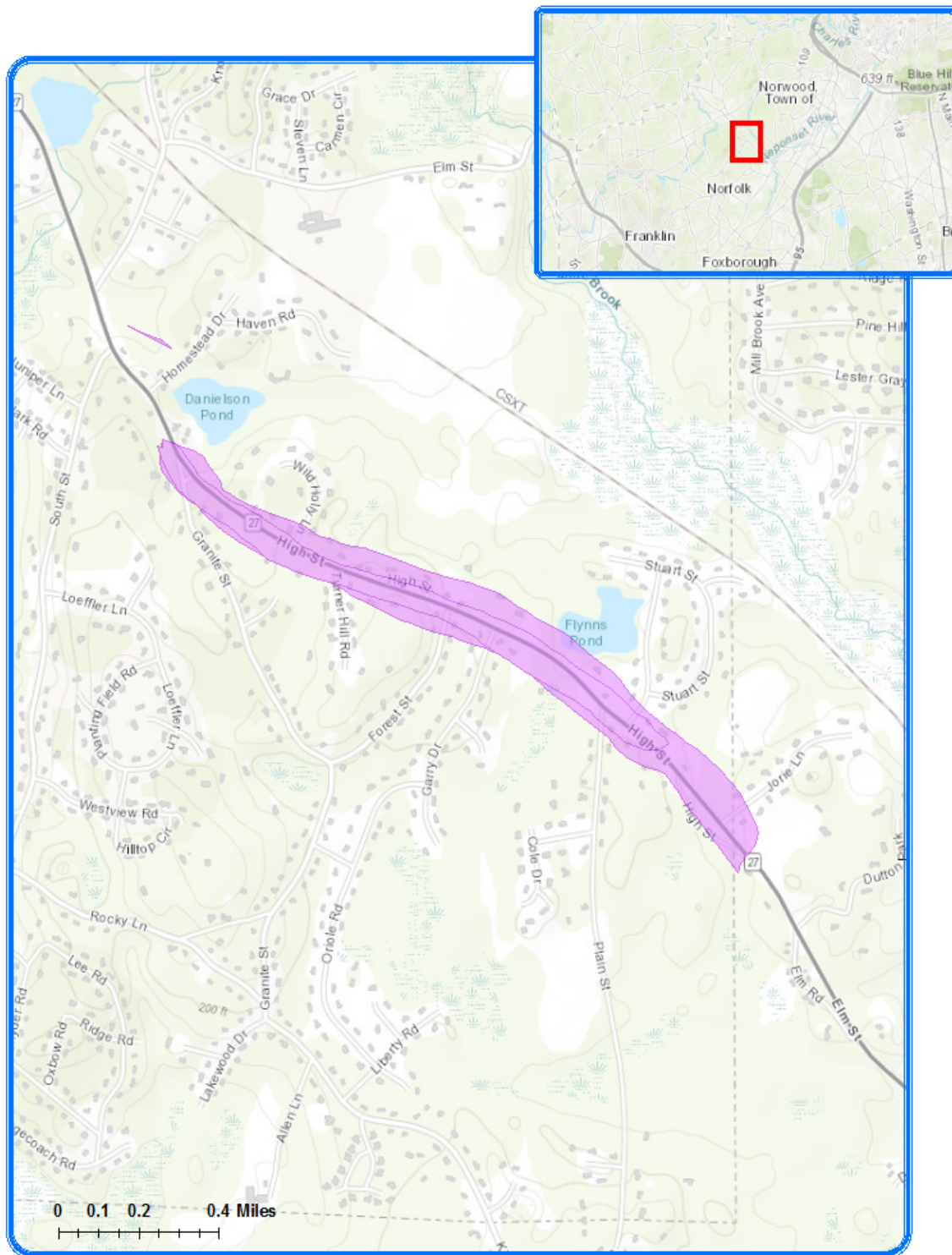
## Grant Type

Grant Type	Chapter 90	
Project Type	Construction	

## Nature of Request

Scope of Work	Resurfacing roadway with a bonded wearing course pavement
Desired Start of Construction Date	05/17/2021


## GIS MAP



### **Legend**

5/19/2021 2:13:06 PM






 Sketching tool

## IMAGERY MAP



### Legend

 Sketching tool  
 Road Inventory  
 Wetlands

## **Geo Processing Summary**

Running script PitGPTask.

No Intersection found with HSIP Clusters.

No Intersection found with HSIP Pedestrian Crash Clusters.

No Intersection found with HSIP Bicycle Crash Clusters.

No Intersection found with Top 200 Intersection Clusters.

Intersection found with Schools (a).

Intersection found with Schools (b).

No Intersection found with Condition Index.

No Intersection found with Bridges.

No Intersection found with Culverts.

No Intersection found with MBTA Bus Stops.

No Intersection found with Transit Stops.

No Intersection found with Transit Routes.

No Intersection found with MBTA Lots.

No Intersection found with Park and Ride Lots.

No Intersection found with RSA.

No Intersection found with Opportunity Zones.

No Intersection found with Freight Corridors.

No Intersection found with Rail Yard.

No Intersection found with Seaport.

No Intersection found with Environmental Justice.

No Intersection found with Environmental Justice (1/4 mile buffer).

No Intersection found with Title VI.

No Intersection found with Title VI (1/4 mile buffer).

No Intersection found with Housing Choice Communities.

No Intersection found with Schools.

No Intersection found with Hospitals.

No Intersection found with Transit stations.

No Intersection found with Open Space, Article 97.

No Intersection found with Impaired Waterbodies 1/4 mile buffer (streams).

Intersection found with Impaired Waterbodies 1/4 mile buffer (lakes).

No Intersection found with DEP Wetland Areas (100 foot buffer) Rivers.

No Intersection found with DEP Wetland Areas (100 foot buffer) Lakes.

No Intersection found with DEP Wetland Areas (100 foot buffer) River Basin.

Intersection found with DEP Wetland Areas (100 foot buffer) River Basin and Coastal Drainage Area.

No Intersection found with DEP Wetland Areas (100 foot buffer) Coastal Drainage Area.

Intersection found with DEP Wetland Areas (100 foot buffer) Linear.

Intersection found with DEP Wetland Areas (100 foot buffer) Area.

No Intersection found with ACEC.

No Intersection found with ORW.

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Priority Natural Communities.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Forest Core.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Vernal Pool Core.

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - BioMap2 Wetlands.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Aquatic Core.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Species of Conservation Concern.

No Intersection found with NHESP Rare Habitat (100 foot buffer of priority habitat).

No Intersection found with Coldwater Fisheries.

No Intersection found with NHESP Rare Habitat (100 foot buffer of estimated habitat).

No Intersection found with Certified Vernal Pools (750 foot buffer).

Intersection found with Potential Vernal Pools (750 foot buffer).

No Intersection found with Flood Zone Polygons.

No Intersection found with Vulnerable Culverts.

No Intersection found with Vulnerable Bridges.

Intersection found with Article 97 Open Space attribute.

No Intersection found with Hazardous Materials.

No Intersection found with 2070 Vulnerable Culverts.

No Intersection found with 2070 Vulnerable Bridges.

No Intersection found with Previous Projects.

No Intersection found with Bridge Database.

Completed script PitGPTask.

Succeeded at Tue May 4 08:52:16 2021 (Elapsed Time: 18.36 seconds)

## Construction Details MassDOT

### Construction Details:

Project Location:	High Street - Medfield
-------------------	------------------------

Route/Street ID	Route/Street Name	Begin	End	Mileage	Jurisdiction	Primary
SR27 NB	HIGH STREET, ELM STREET	35.5143	36.841	1.3267	City or Town accepted road	●

## Environmental Screening

	YES	NO
Will the pavement width increase 4 ft. or more for an aggregate length of 1000ft. or more?	<input type="radio"/>	<input checked="" type="radio"/>
Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement?	<input type="radio"/>	<input checked="" type="radio"/>
Will the removal of 5 or more trees with diameters of 14 inches or more be required?	<input type="radio"/>	<input checked="" type="radio"/>
Will more than 300 ft. of stone wall be removed or altered?	<input type="radio"/>	<input checked="" type="radio"/>
Will the project involve construction of a parking lot with capacity of 50 cars or more?	<input type="radio"/>	<input checked="" type="radio"/>
Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)? If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).	<input type="radio"/>	<input checked="" type="radio"/>
Will the project be on a "Scenic Road" (Acts of 1973, C. 67)? If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls.	<input type="radio"/>	<input checked="" type="radio"/>
Have all necessary takings, easements, rights of entry, etc. been completed? If a county Hearing is required, it must be held prior to starting work.	<input checked="" type="radio"/>	<input type="radio"/>
Are archaeological, anthropological, historical, etc. problems / impacts anticipated?	<input type="radio"/>	<input checked="" type="radio"/>
Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? * If your answer is YES, you must file the project with your local Conservation Commission prior to starting work.	<input type="radio"/>	<input checked="" type="radio"/>
If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc... Verify with agencies.	<input type="radio"/>	<input checked="" type="radio"/>



## Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

<b>Total Estimated Cost</b>	\$175,000.00
-----------------------------	--------------

**Attach Preliminary Estimate:**

[Medfield Road Estimate Sheet\\_High Street 2021.pdf](#)

## CHAPTER 90 Details

Contract No.	
Bridge No.	
Length	6600
Width	29
Typical section details	
Surface	Bonded Wearing Course
Base course	
Foundation	
Shoulders/Sidewalk	

Work to be done	<input checked="" type="checkbox"/>	Force Account
	<input type="checkbox"/>	Advertised Contract
	<input type="checkbox"/>	Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

<input checked="" type="checkbox"/>	Confirm you have read and agree to the terms above
-------------------------------------	--

# CERTIFICATION

<b>Signed:</b>		
	<b>Highway Official's Title</b>	<b>Date</b>
	<b>Accounting Official's Title</b>	<b>Date</b>
<b>Date</b>	<b>Duly Authorized Municipal Officials</b>	

<b>Reviewed By:</b>		
<b>Signed:</b>		
	<b>State Aid Engineer</b>	<b>Date</b>
<b>Road Classification Verified:</b>		
<b>Approved for: \$</b>		<b>@100%</b>
<b>District Highway Director</b>		<b>Date</b>



# State Aid Program - Project Request

Project Name: Chapter 90 - Medfield - Various Streets

Application Date: 5/19/2021

## Applicant Information

Municipality	MEDFIELD
District	District 3

## Municipal Contact

Name	Maurice Goulet
Title	Director of Public Works
Email	mgoulet@medfield.net
Phone	(508)906-3003
Address	55 North Meadows Road
Zip Code	02052

## Grant Type

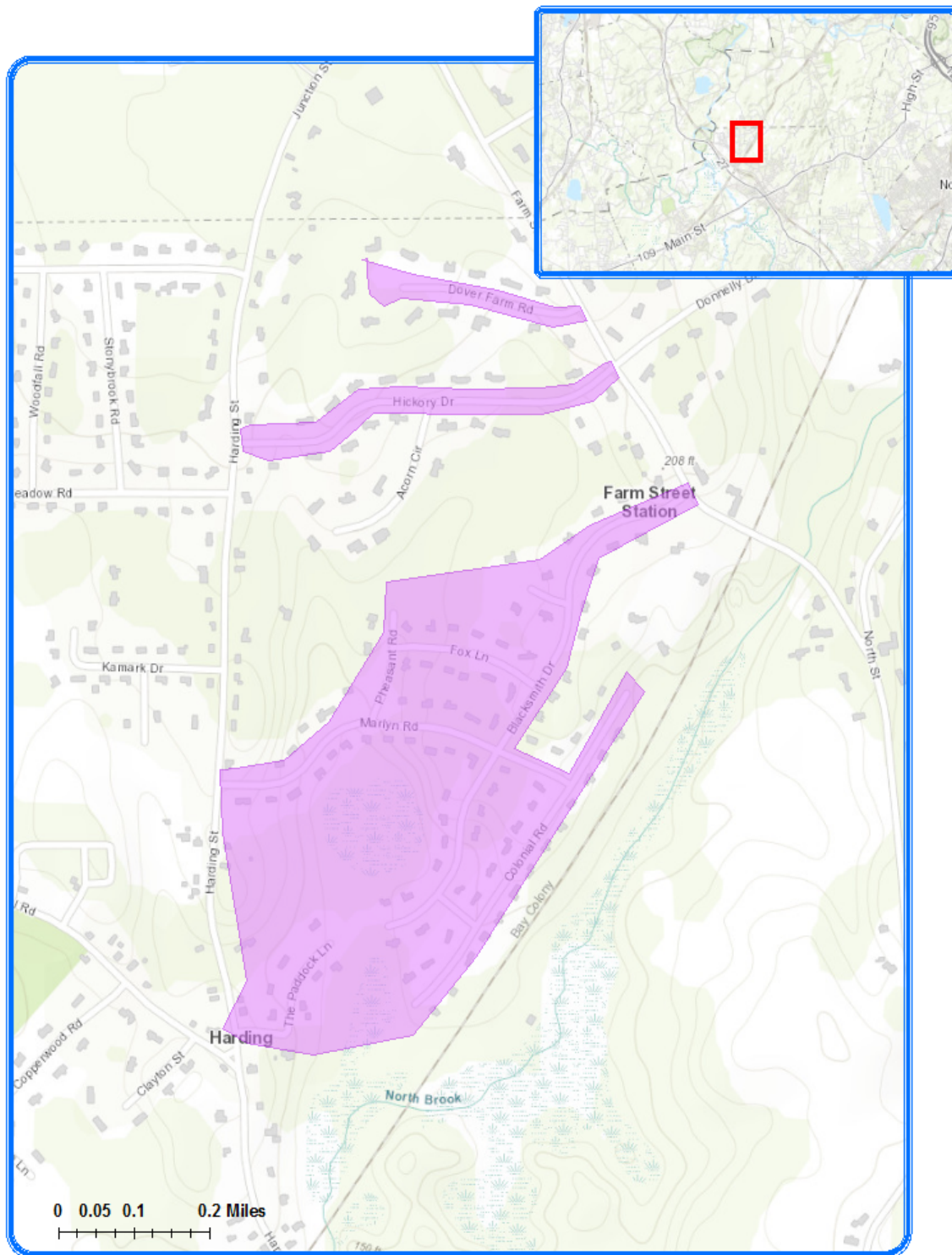
Grant Type	Chapter 90
Project Type	Construction

## Nature of Request

Scope of Work	Milling and Rubber Chip Seal Resurfacing
Desired Start of Construction Date	08/02/2021




## GIS MAP

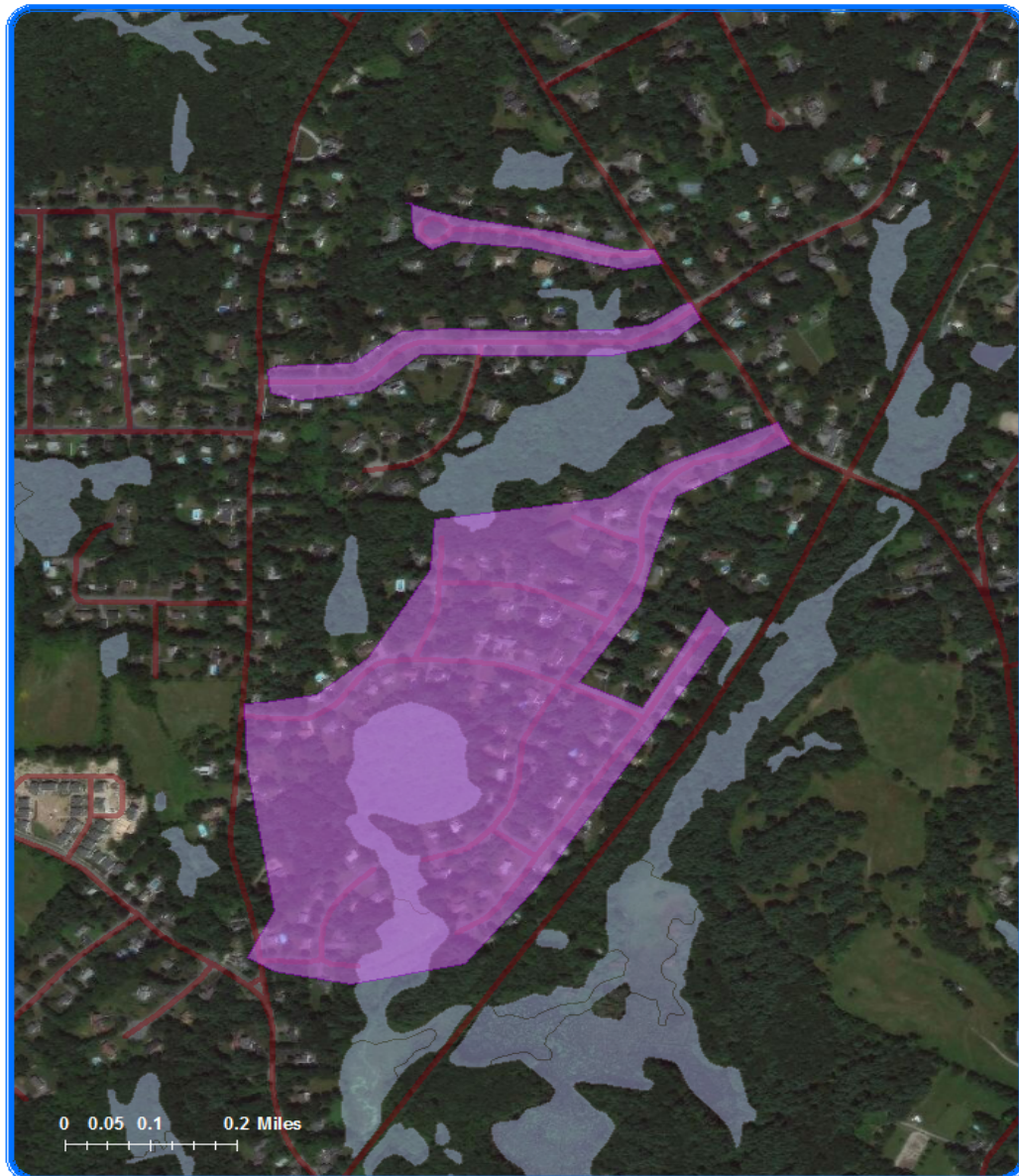


### **Legend**




5/24/2021 11:38:50 AM

 HPI -- Existing Facility

## IMAGERY MAP



### Legend

-  HPI -- Existing Facility
-  Road Inventory
-  Wetlands

## **Geo Processing Summary**

Running script PitGPTask.

No Intersection found with HSIP Clusters.

No Intersection found with HSIP Pedestrian Crash Clusters.

No Intersection found with HSIP Bicycle Crash Clusters.

No Intersection found with Top 200 Intersection Clusters.

Intersection found with Schools (a).

Intersection found with Schools (b).

No Intersection found with Condition Index.

No Intersection found with Bridges.

No Intersection found with Culverts.

No Intersection found with MBTA Bus Stops.

No Intersection found with Transit Stops.

No Intersection found with Transit Routes.

No Intersection found with MBTA Lots.

No Intersection found with Park and Ride Lots.

No Intersection found with RSA.

No Intersection found with Opportunity Zones.

No Intersection found with Freight Corridors.

No Intersection found with Rail Yard.

No Intersection found with Seaport.

No Intersection found with Environmental Justice.

No Intersection found with Environmental Justice (1/4 mile buffer).

No Intersection found with Title VI.

No Intersection found with Title VI (1/4 mile buffer).

No Intersection found with Housing Choice Communities.

No Intersection found with Schools.

No Intersection found with Hospitals.

No Intersection found with Transit stations.

No Intersection found with Open Space, Article 97.

No Intersection found with Impaired Waterbodies 1/4 mile buffer (streams).

No Intersection found with Impaired Waterbodies 1/4 mile buffer (lakes).

No Intersection found with DEP Wetland Areas (100 foot buffer) Rivers.

No Intersection found with DEP Wetland Areas (100 foot buffer) Lakes.

No Intersection found with DEP Wetland Areas (100 foot buffer) River Basin.

Intersection found with DEP Wetland Areas (100 foot buffer) River Basin and Coastal Drainage Area.

No Intersection found with DEP Wetland Areas (100 foot buffer) Coastal Drainage Area.

Intersection found with DEP Wetland Areas (100 foot buffer) Linear.

Intersection found with DEP Wetland Areas (100 foot buffer) Area.

No Intersection found with ACEC.

No Intersection found with ORW.

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Priority Natural Communities.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Forest Core.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Vernal Pool Core.

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - BioMap2 Wetlands.

No Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Aquatic Core.

Intersection found with BioMAP2 Core Habitat (1/2 mile buffer) - Species of Conservation Concern.

No Intersection found with NHESP Rare Habitat (100 foot buffer of priority habitat).

No Intersection found with Coldwater Fisheries.

No Intersection found with NHESP Rare Habitat (100 foot buffer of estimated habitat).

No Intersection found with Certified Vernal Pools (750 foot buffer).

No Intersection found with Potential Vernal Pools (750 foot buffer).

Intersection found with Flood Zone Polygons.

No Intersection found with Vulnerable Culverts.

No Intersection found with Vulnerable Bridges.

Intersection found with Article 97 Open Space attribute.

No Intersection found with Hazardous Materials.

No Intersection found with 2070 Vulnerable Culverts.

No Intersection found with 2070 Vulnerable Bridges.

No Intersection found with Previous Projects.

No Intersection found with Bridge Database.

Completed script PitGPTask.

Succeeded at Wed May 19 15:05:36 2021 (Elapsed Time: 20.68 seconds)

## Construction Details MassDOT

### Construction Details:

Project Location:	Various Roads
-------------------	---------------

Route/Street ID	Route/Street Name	Begin	End	Mileage	Jurisdiction	Primary
L108354 NB	COLONIAL ROAD	0	0.3685	0.3685	City or Town accepted road	⚙
L110501 EB	SURREY RUN	0	0.0877	0.0877	City or Town accepted road	⚙
L115603 EB	MARLYN ROAD	0.0029	0.379	0.3761	City or Town accepted road	⚙
L116222 EB	HUTSON ROAD	0	0.0465	0.0465	City or Town accepted road	⚙
L157550 EB	LARKSPUR LANE	0	0.0635	0.0635	City or Town accepted road	⚙
L168566 NB	THE PADDOCK LANE	0	0.1029	0.1029	City or Town accepted road	⚙
L184963 NB	BLACKSMITH DRIVE	0	0.5542	0.5542	City or Town accepted road	●
L191255 EB	FOX LANE	0	0.1522	0.1522	City or Town accepted road	⚙
L201098 NB	PHEASANT ROAD	0	0.1213	0.1213	City or Town accepted road	⚙
L119637 EB	HICKORY DRIVE	0.0065	0.3934	0.3869	City or Town accepted road	⚙
L165473 EB	DOVER FARM ROAD	0	0.2531	0.2531	City or Town accepted road	⚙



## Environmental Screening

	YES	NO
Will the pavement width increase 4 ft. or more for an aggregate length of 1000ft. or more?	<input type="radio"/>	<input checked="" type="radio"/>
Will the bank or terrain (other than alteration required for installation of equipment or structures) be altered at a distance exceeding 10 ft. from the pavement?	<input type="radio"/>	<input checked="" type="radio"/>
Will the removal of 5 or more trees with diameters of 14 inches or more be required?	<input type="radio"/>	<input checked="" type="radio"/>
Will more than 300 ft. of stone wall be removed or altered?	<input type="radio"/>	<input checked="" type="radio"/>
Will the project involve construction of a parking lot with capacity of 50 cars or more?	<input type="radio"/>	<input checked="" type="radio"/>
Are any other MEPA review thresholds exceeded (see 301 CMR 11.00)? If your answer is YES to any of questions 1-6, you must file an Environmental Notification Form (ENF).	<input type="radio"/>	<input checked="" type="radio"/>
Will the project be on a "Scenic Road" (Acts of 1973, C. 67)? If your answer is YES, your Planning Board or Selectmen / City Council must give written consent for cutting / removal of trees or changes to stone walls.	<input type="radio"/>	<input checked="" type="radio"/>
Have all necessary takings, easements, rights of entry, etc. been completed? If a county Hearing is required, it must be held prior to starting work.	<input checked="" type="radio"/>	<input type="radio"/>
Are archaeological, anthropological, historical, etc. problems / impacts anticipated?	<input type="radio"/>	<input checked="" type="radio"/>
Is any work proposed in or within 100 ft. of a wetland (stream, pond, swamp, etc.)? * If your answer is YES, you must file the project with your local Conservation Commission prior to starting work.	<input type="radio"/>	<input checked="" type="radio"/>
If work is proposed in a wetland or water resource, a permit may be required from the Department of Environmental Protection, Corps of Engineers, etc... Verify with agencies.	<input type="radio"/>	<input checked="" type="radio"/>

## Preliminary Estimate

Project proponent must attach a detailed project estimate to support the project cost. Do not exceed MassDOT Allowances for Contingency, Construction Eng. Oversight, Mobilization, Police.

For construction projects, the MassDOT Construction Project Estimator (CPE) can be used for this purpose.

<b>Total Estimated Cost</b>	\$270,000.00
-----------------------------	--------------

**Attach Preliminary Estimate:**

[Various Roads.pdf](#)

## CHAPTER 90 Details

Contract No.	
Bridge No.	
Length	0
Width	0
Typical section details	
Surface	Rubber Chip Seal
Base course	
Foundation	
Shoulders/Sidewalk	

Work to be done ☒ Force Account  
☐ Advertised Contract  
☐ Other

- It is recognized that the purpose of this information is to assist the MassDOT Highway Division in approving the Chapter 90 Project Request Form. Accordingly, the information provided here is intended to be complete and correct with no intentional errors or material omissions. Any action taken by MassDOT Highway Division on the basis of this information shall not legally or financially obligate MassDOT Highway Division to support or defend the municipality, and the municipality shall save harmless MassDOT Highway Division for any action.
- The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

☒ Confirm you have read and agree to the terms above

# CERTIFICATION

<b>Signed:</b>		
	<b>Highway Official's Title</b>	<b>Date</b>
	<b>Accounting Official's Title</b>	<b>Date</b>
<b>Date</b>	<b>Duly Authorized Municipal Officials</b>	

<b>Reviewed By:</b>		
<b>Signed:</b>		
	<b>State Aid Engineer</b>	<b>Date</b>
<b>Road Classification Verified:</b>		
<b>Approved for: \$</b>		<b>@100%</b>
	<b>District Highway Director</b>	<b>Date</b>



# *Town of Medfield*

## *Certificate of Appreciation*

Since coming to work in Medfield Leslee Willitts has embraced this community and engaged in efforts to serve the Town in multiple ways:

*Whereas*, Leslee was the Town of Medfield's first Conservation Commission agent, beginning her tenure in 1993;

*Whereas*, Leslee has been the voice and face of the Town of Medfield's Conservation Commission for almost three decades;

*Whereas*, Leslee's knowledge of wetland science informed and supported the Commission's thinking and actions in protecting wetland resources valuable to our Town and State;

*Whereas*, with Leslee's vision and guidance the Conservation Commission developed wetlands bylaws that the Town adopted in 1999 to better protect town resources;

*Whereas*, Leslee's support for and encouragement of town acquisition of open space welcomed the donation of several important parcels of land for conservation purposes, including the much valued Holmquist Conservation Land and Redgate Farm;

*Whereas*, Leslee oversaw aspects of the remediation efforts at Medfield State Hospital that impacted multiple, critical wetland resources and so helped protect these areas as the Town worked with the Commonwealth to recover the beautiful Charles River Overlook vista we all enjoy today;

*Now therefore, in recognition of Leslee Willitts' generous time and service to the members of our community, the Medfield Board of Selectmen present this Certification of Appreciation.*

**We hereto affix the Seal of the Town of Medfield, this Twenty-fifth day of May 2021.**

Michael T. Marcucci, Chairman

Gustave H. Murby, Clerk

Osler L. Peterson, Third Member







**AGREEMENT FOR CONSULTING SERVICES**  
**RE: HPP/AP Consultant Services**

AGREEMENT made this \_\_\_\_ day of May 2021, by and between the Town of Medfield, a municipal corporation acting by and through its Board of Selectmen (hereinafter: "Town") and JM Goldson, LLC, 217 Beech Street, Roslindale, MA 02131 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Scope of Services Tasks 1-4 outlined in its April 1, 2021 proposal (HPP Phase I, II, III, and AP Update) a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.
2. Fee for Services – Consultant's total fee for services shall be Seventeen Thousand Six Hundred Dollars (\$17,600) for the Tasks outlined above, plus expenses not to exceed Three Hundred Dollars (\$300). Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.
3. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".
4. Payment for Services - Consultant shall periodically bill Town for services which Town has agreed to pay on an hourly basis and Town shall pay Consultant within thirty (30) days.
5. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
6. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established planning consulting firms.
7. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.

8. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.
9. Termination
  - a. For Cause - The Town shall have the right to terminate this Agreement if (i) Consultant neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against Consultant 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 Consultant 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 Consultant'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 Consultant thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. Consultant 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, Consultant shall immediately return to the Town, without limitation, all documents, plans, drawings, tools and items of any nature whatever, supplied to Consultant by the Town or developed by Consultant in accordance with this Agreement.
10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: JM Goldson, LLC, 217 Beech Street, Roslindale, MA 02131 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Board of Selectmen, Town House, 459 Main Street, Medfield,

Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant 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.
  - a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.
  - b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.
  - c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.
13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.
14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.
15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant 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 Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project.

The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

Town of Medfield, by its  
Board of Selectmen

Consultant:



, by:

Jennifer M. Goldson

Founder and  
Managing Director

*Name*

*Title*

Approved as to form:

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Town of Medfield has appropriated Seventeen Thousand Nine Hundred Dollars (\$17,900) for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

Joy Ricciuto, Town Accountant

# J M GOLDSON

EMPOWERING PEOPLE — CREATING COMMUNITY

1 April 2021

Sarah Raposa, AICP  
Town Planner  
459 Main Street  
Medfield, MA 02052

## RE: Quotation for HPP/AP Consultant Services

Dear Sarah and Selection Committee Members:

In response to the Request for Qualifications (RFQ) for the Housing Production Plan (HPP) update and the Municipal Affordable Housing Trust (MAHT) Action Plan update released on March 5, 2021, I am pleased to submit our quotation to provide consulting services.

JM Goldson is a small and dynamic community planning consulting firm based in Boston, MA. After a decade serving as a community planner in the public sector, I founded JM Goldson in 2006. Our team at JM Goldson specializes in comprehensive master planning, strategic planning, Housing Production Plans, housing trust action plans, community preservation, land use, community engagement, and GIS mapping and spatial analysis.

Our team takes pride in working closely and collaboratively with our client communities to create data-driven and thoughtful plans that help cultivate healthy, equitable, inclusive communities. We were honored to have led the Winchester Master Plan project, which achieved the MA-APA 2020 Outstanding Comprehensive Master Planning Award for its high quality and creativity.

Just in the past six years, our team has completed about 60 housing plans and needs assessments including 26 HPPs. We have also worked with MAHTs for well over a decade. I am the principal author of three Massachusetts Housing Partnership guidebooks: the Community Preservation Act and Affordable Housing guidebook, *Create, preserve, support* (2016); the *MAHT Implementation Manual* (2015); and the award-winning *MAHT Guidebook* (2009). We would be delighted to work with Medfield to update the HPP and the MAHT Action Plan.

We have provided a complete submission per the requirements of the RFQ. If you need additional information or have any questions, please don't hesitate to contact me at 617-221-4003 or [Jennifer@jmgoldson.com](mailto:Jennifer@jmgoldson.com). We look forward to hearing from you.

Sincerely,



Jennifer M. Goldson, AICP  
Founder and Managing Director



## QUALIFICATIONS

JM Goldson's team, led by professional planner and founder, Jenn Goldson, strives for excellence and creativity in planning to harness opportunities for transformative change and social equity.

*"Jenn is very accomplished working with communities on the sensitive issue of affordable housing. She is very patient with the various stakeholders, which often have disparate needs." – Client  
Response from JM Goldson's Annual Client Satisfaction Survey, February 2021*

### Jenn Goldson, AICP, Founder and Managing Director

Jenn brings over 25 years of professional expertise to JM Goldson that includes work in comprehensive planning, affordable housing, historic preservation, open space conservation, and community engagement. Jenn worked in the public sector as a land use and long-range planner for the Town of Brookline and the community preservation program manager for the City of Newton prior to forming JM Goldson in 2006.

Throughout her career, Jenn has focused on creating great communities that balance preservation and development. She is committed to advancing forward-thinking visions that promote greater diversity, equity, and social justice in communities – for the benefit of all.

Jenn completed a Bachelor of Science in Historic Preservation from Roger Williams University and a Master of Community Planning from the University of Rhode Island. She is certified by the American Institute of Certified Planners. Jennifer's AICP certification can be furnished upon request.

### Barry Fradkin, Community Planning Analyst

Barry Fradkin is a planning analyst and Geographic Information Systems (GIS) specialist with over a decade of experience working in local and regional planning both in Massachusetts and around the world. Prior to serving as a consultant, Barry was part of the Metropolitan Area Planning Councils' Data Services team.

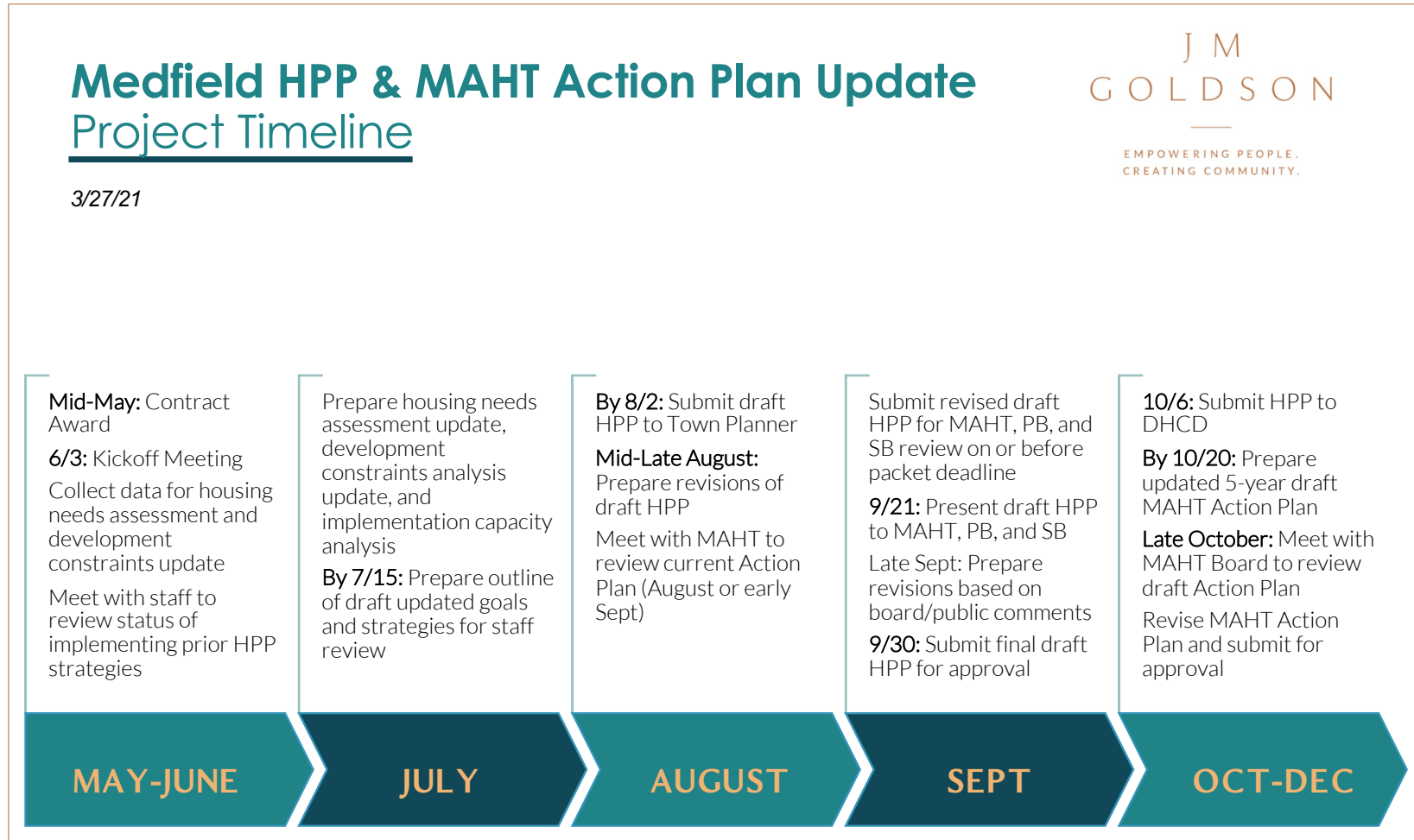
Since joining JM Goldson in 2019, Barry has worked collaboratively with municipal staff, boards and committees, and other community members to understand local needs and priorities through a variety of in-person and virtual engagement activities, including focus groups, public forums, surveys, and webinars.

Barry has experience working with a wide range of communities, including oversight of HPPs and close coordination with clients. He specializes in highlighting demographic patterns and trends, drilling down into parcel records and zoning regulations, and mapping water resource areas, habitats, and natural hazards.

Barry completed a Bachelor of Science in Earth Systems from the University of Massachusetts Amherst and a Master of Environmental Sciences from the University of Massachusetts Boston.

## TIMETABLE

Our proposed timetable to ensure project completion as anticipated by the RFQ is proposed below with HPP completion and submission to DHCD by 10/6. Note that to ensure sufficient time to complete the MAHT Action Plan, we are proposing to overlap the work of the HPP and MAHT Action Plan update, by starting the Action Plan work in August (or early September) with a meeting with the MAHT Board of Trustees.





## COST/QUOTATION FOR SCOPE OF SERVICES

Below we provide an itemized proposed budget for each phase of the engagement as described in the RFQ. The cost estimates below are inclusive of all items listed in the RFQ's Scope of Work with no exceptions.

### Phase One - HPP Affordable Housing Needs Assessment: \$7,200

- Review prior plans, studies and other background information as pertinent
- Prepare draft needs assessment
- Prepare draft development constraints, including updated mapping analysis, analysis and implementation capacity
- Identify infrastructure capacity and plans for enlargement or expansion

### Phase Two - HPP Affordable Housing Goals: \$1,200

- Update goals based on need assessment and respond to all questions per the RFQ and state requirements for HPP goals

### Phase Three - HPP Implementation Strategies and HPP Action Plan: \$5,400

- Update strategies to respond to updated goals. Strategies will comply with all state HPP requirements

### Prepare MAHT Five-Year Action Plan: \$3,800

- Work with staff and the MAHT Board of Trustees to update the MAHT Action Plan

Our total quote is for **\$17,600**, which includes \$13,800 for the HPP update and \$3,800 for the MAHT Action Plan.

### Plus Expenses

In addition, five bound copies of the HPP, as required by the RFQ, would cost an estimated \$250 for all color (estimated at 80 pages). If black and white copies are desired, the cost would be reduced. Printing and shipping/delivery expenses would be invoiced at a 1:1 ratio and would be in addition to the quote for labor, provided above. For purposes of providing a quotation, a total project budget not to exceed \$17,900 would adequately cover such expenses.

## RESUMES

### JENN M. GOLDSON

AICP, FOUNDER



Jennifer M. Goldson, a certified professional planner, formed JM Goldson community preservation + planning in 2006 to help communities create successful community visions and master plans, community preservation programs, and address affordable housing needs. Her 25+ year professional background blends

affordable housing, comprehensive planning, historic preservation, open space conservation, community engagement, and implementation of the Massachusetts Community Preservation Act. Jennifer is certified by the American Institute of Certified Planners and is a member of the International Association of Facilitators.

JM Goldson provides client communities with a balanced approach to planning. JM Goldson's approach focuses on protecting community assets and enhancing housing choice in ways that are compatible with other community and regional goals. JM Goldson is known for facilitating highly-interactive public engagement and customizing services to best meet client communities' needs.

JM Goldson has a strong track record assisting communities with community visioning and master planning, community preservation, and affordable housing planning and implementation, including Community Vision Plans, Housing Production Plans, Housing Needs Assessments, Community Preservation Plans, and Affordable Housing Trust Action Plans. Jennifer is the primary author of Massachusetts Housing Partnership's (MHP) Municipal Affordable Housing Trust Guidebook, which received the 2010 Outstanding Planning Award from the Massachusetts Chapter of the American Planning Association. Jennifer is also the primary author of MHP's Municipal Affordable Housing Trust Implementation Manual, released in November 2015, and the updated MHP and CHAPA Community Preservation and Affordable Housing Guidebook Create, preserve, support, released in early 2016.

Among JM Goldson's municipal clients are Agawam, Amherst, Arlington, Barnstable, Brewster, Bridgewater, Brookline, Chelsea, Concord, Eastham, Easton, Hopkinton, Grafton, Manchester-by-the-Sea, Medway, Middleborough, Norwood, Pelham, Stockbridge, Stoughton, Somerville, Southborough, Sudbury, West Bridgewater, Westford, Westport, and Williamstown. In 2008, Jennifer was the primary author of the Community Preservation Coalition's CPA Update, a monthly email-newsletter subscribed to by Community Preservation Committees across the state.

Prior to forming JM Goldson, Jennifer managed the City of Newton's Community Preservation program, one of the first and largest CPA programs in Massachusetts. Under her management, Newton's CPA program funded over \$12 million in community housing, open space, recreation, and historic preservation projects, including the city's purchase of Angino Farm, the last farm in Newton, and Kessler Woods. Working with the city from inception of the CPA program, she established and administered a clear and effective evaluation and review process that the Community Preservation Committee relied on to select projects in highly competitive funding rounds.

As project manager for the Town of Brookline's comprehensive planning initiative, Jennifer worked closely with the Comprehensive Plan Committee, town officials, and neighborhood groups to identify issues and opportunities



## BARRY FRADKIN

### COMMUNITY PLANNING ANALYST



Barry Fradkin, a certified Geographic Information Systems Professional, joined JM Goldson LLC in October 2019. His background combines urban and environmental planning with spatial analytics and data visualization. Barry completed a Master's in Environmental Sciences at the University of Massachusetts Boston, and has worked in local and regional planning for over 9 years. He entered the field as a GIS Analyst

at the Metropolitan Area Planning Council, where he performed data analytics, mapping, scenario modeling, and stakeholder engagement in cities and towns around Boston, followed by more than 6 years as a consultant in international planning and sustainable development.

During his time as an international consultant, Barry explored topics including urban growth projections, hazard risk and resilience, poverty and socioeconomic analysis, conservation, and regional development, ranging from agricultural value chains to tourism planning. As a Senior Analyst, Barry coordinated projects that combined spatial and statistical analysis with design-based planning approaches to develop policy and infrastructure investment recommendations at local, regional, and national scales. He has developed participatory scenario planning workshops with interdisciplinary stakeholder groups in northern Alaska, modeled land use change in Florida and Latin America, and analyzed flooding and urban heat island exposure in Europe and the Caribbean. Through these experiences, Barry has honed his skills in research and data management, and worked with a wide range of communities and decisionmakers to compile relevant insights from spatial and demographic analysis, stakeholder engagement, and an understanding of local conditions and historical context.

Prior to his work in private consulting, Barry was involved in a variety of planning projects throughout eastern Massachusetts as part of the Data Services team at MAPC. He coordinated with local officials

in Middlesex and Essex County to map evacuation routes and critical infrastructure. He also assessed the accessibility of employers by public transit, analyzed the walkability of schools in Revere and Brockton, and updated the regional database of bike and pedestrian facilities. As part of the team that developed the 495/MetroWest Development Compact Plan in 2012, Barry developed a GIS-based evaluation system for Priority Development and Preservation Areas to recommend key areas for future investment. As part of the MBTA Green Line Extension project, Barry developed an interactive 3D scenario planning visualization of potential redevelopment alternatives around a proposed station at Mystic Valley Parkway. He also generated projections of residential development based on current zoning through a CommunityViz buildout analysis in Marshfield.

Barry has been active in the Geographic Information Science (GIS) community, teaching an introductory GIS class at UMass Boston, presenting at the Esri User Conference in San Diego and the Geospatial World Forum in Rotterdam, and attending the URISA GIS Leadership Academy in July 2017. He has training in hydrologic modeling of rivers and watersheds, and maintains a strong interest in how the built environment impacts flooding and water quality, and the value of open spaces in mitigating climate impacts. Barry has some proficiency in Spanish, and limited working knowledge of Portuguese and French. He holds a Bachelor of Science in Earth Systems from the University of Massachusetts in Amherst, MA.





## REFERENCES

JM Goldson was the lead consultant recently (within the past year) on the following three Housing Production Plans, two of which also involved MAHTs: Weston HPP (in progress); Ipswich HPP (approved in the fall of 2020) along with the Community Development Plan (pending approval); and Medford HPP (pending final local approval). The following three professional planners can provide references for JM Goldson's work on these projects.

- Imai Aiu, Weston Town Planner, [aiu.i@westonma.gov](mailto:aiu.i@westonma.gov), 781-786-5065
- Kristen Grubbs, Ipswich Town Planner, [kristeng@ipswichma.gov](mailto:kristeng@ipswichma.gov), 978-356-6607
- Danielle Evans, Medford Housing Coordinator, [devans@medford-ma.gov](mailto:devans@medford-ma.gov), 781-475-5631

## SAMPLE OF WORK

You can download two of our recent HPP plans and an MAHT Action Plan at the following links:

### Ipswich HPP:

[https://www.dropbox.com/s/capyiawhyywbkkf/ipswich%20HPP%20FINAL\\_111620%20Approved.pdf?dl=0](https://www.dropbox.com/s/capyiawhyywbkkf/ipswich%20HPP%20FINAL_111620%20Approved.pdf?dl=0)

### Medford HPP:

<https://www.dropbox.com/s/8mn9npd33r2xgke/Medford%20HPP%20Draft%20030121.pdf?dl=0>

### Amherst MAHT Action Plan:

<https://www.dropbox.com/s/9v1dturs4ut1wl4/Amherst%20Trust%20Action%20Plan%20Final%20071017%20clean.pdf?dl=0>



Attachment A

Certificate of Non-Collusion

The undersigned certifies under the penalties of perjury that this bid has been made and submitted 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.



4/1/21

---

Signature of person submitting contract/bid

---

Date

JM Goldson LLC

---

Name of Business

Attachment B

Certificate of 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.

26-1838996



\_\_\_\_\_  
Social Security Number or  
Identification Number

Federal

\_\_\_\_\_  
Signature of Individual or Corporate Name

n/a

\_\_\_\_\_  
Corporate Officer (if applicable)

Attachment C

Price Proposal Form

CONSULTANT SERVICES  
TOWN OF MEDFIELD

CONTRACTOR: Town of Medfield

459 Main Street

Medfield, MA 02052

PROPOSER: JM Goldson LLC

217 Beech Street

Roslindale, MA 02131

PROJECT: "HPP/AP Consultant Services"

PRICE:

Task	Price
Phase One – HPP Affordable Housing Needs Assessment	\$7,200
Phase Two – HPP Affordable Housing Goals	\$1,200
Phase Three – HPP Implementation Strategies and HPP Action Plan	\$5,400
Prepare MAHT Five-Year Action Plan	\$3,800
Total:	\$17,600 + expenses not to exceed \$300



Signed

Founder and Managing Director

Title

Jennifer M. Goldson

Print Name

4/1/21

Date Signed



LAW OFFICE OF DAVID L. LEBWITH  
140 WOOD ROAD – SUITE 400  
BRAINTREE, MA 02184  
(617) 745-6512 (PH)  
(617) 479-2348 (F)  
DLEBWITH@LEBWITHLAW.COM

May 6, 2021

By Electronic Mail ([alana.murphy@state.ma.us](mailto:alana.murphy@state.ma.us)  
and [bertha.borin@state.ma.us](mailto:bertha.borin@state.ma.us))  
and Federal Express:

Department of Housing and Community  
Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
Attn: Local Initiative Program Director

By Electronic Mail ([sraposa@medfield.net](mailto:sraposa@medfield.net))  
and Hand Delivery:

Town Planner  
459 Main Street  
Medfield, MA 02052  
Attn: Sarah Raposa, AICP

To whom it may concern:

As you may know, this office represents Medfield Meadows, LLC, a Massachusetts limited liability company (the “Sponsor”) in connection with that certain Regulatory Agreement and Declaration of Restrictive Covenants for Ownership Project dated as of June 30, 2020, by and among the Sponsor, the Department of Housing and Community Development (the “DHCD”) and the Town of Medfield (the “Municipality”), and filed with the Norfolk County Registry of Deeds Land Court Division as Document Number 1,450,171 (as amended from time to time, the “Regulatory Agreement”). The Ownership Project as more fully described in the Regulatory Agreement consists of a housing development being constructed on a 2.93-acre site known as Medfield Meadows (the “Project”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Regulatory Agreement.

Pursuant to Section 10(a) of the Regulatory Agreement, the Sponsor is prohibited from transferring the Project or any portion thereof without the prior written consent of the DHCD and the Municipality. Section 10(b) of the Regulatory Agreement further sets forth the required components of any such request for consent. This letter shall serve as the Sponsor’s formal request of the consent of the DHCD and the Municipality to a sale of the Project upon the terms of this letter.

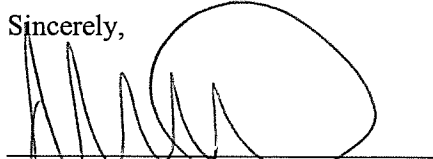
The name of the proposed transferee is “Medfield Meadows 18A, LLC”, a Massachusetts limited liability company (the “Proposed Transferee”). The Proposed Transferee does not own any additional affordable housing developments. Further, the ownership of the Proposed Transferee is *identical* to the ownership of the Sponsor, and the transfer will be for nominal consideration. The requested transfer is being made solely in connection with the subdivision of the Project from a separate parcel in order to own the Project in an independent and distinct “single purpose entity” to satisfy the construction lender for each parcel.

As required by Section 10(b) of the Regulatory Agreement, by signature below, the Proposed Transferee hereby agrees to assume in full the Sponsor's obligations and duties under the Regulatory Agreement. As further required by Section 10(b) of the Regulatory Agreement, by signature below, this office certifies that an original acknowledgement of the Proposed Transferee's agreement to assume such obligations and duties will be held by this office in escrow and recorded upon the transfer of the ownership of the Project as contemplated hereby.

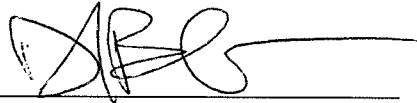
Kindly countersign where provided below to consent to the transfer of the Project to the Proposed Transferee as contemplated hereby and provide a certification from the Municipality that the Project follows the affordability requirements of the Regulatory Agreement. Please send a pdf copy of your signature evidencing consent to the transfer and the required certification to the email address provided below, with originals to follow to the address provided below. Should you have any questions or concerns in connection with this matter, please contact David Lebwith, at [dlebwith@lebwithlaw.com](mailto:dlebwith@lebwithlaw.com), 617-745-6512.

[Signatures Follow on the Next Page]

Sincerely,

  
\_\_\_\_\_  
David L. Lebwith, Esquire

Medfield Meadows 18A LLC,  
a Massachusetts limited liability company

By:   
\_\_\_\_\_  
Name: David B. Grossman  
Title: Authorized Person

ACKNOWLEDGED AND AGREED:

Department of Housing and Community Development

By: \_\_\_\_\_  
Name:  
Title:

Town of Medfield

By: \_\_\_\_\_  
Name:  
Title:

Please send a countersigned pdf to [dlebwith@lebwithlaw.com](mailto:dlebwith@lebwithlaw.com)  
with an original to follow to:

140 Wood Road, Suite 400  
Braintree, MA 02184  
Attn: David L. Lebwith, Esq.





# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

<b>CONTRACTOR LEGAL NAME:</b> Town of Medfield (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Housing and Community Development <b>MMARS Department Code:</b> OCD	
<b>Legal Address: (W-9, W-4):</b> 459 Main Street, Medfield, MA 02052		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 300 Boston, MA 02114	
<b>Contract Manager:</b> Nicholas Milano	<b>Phone:</b> (781) 856-5287	<b>Billing Address (if different):</b> same	
<b>E-Mail:</b> nmilano@medfield.net	<b>Fax:</b>	<b>Contract Manager:</b> Julissa Tavarez	<b>Phone:</b> 617 573 1407
<b>Contractor Vendor Code:</b> VC6000191876		<b>E-Mail:</b> Julissa.tavarez@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> SCOD321021330000016 <b>RFR/Procurement or Other ID Number:</b> DHCD2021-14	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: ____, <b>20</b> ____. Enter <b>Amendment Amount:</b> \$ ____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under <a href="#">815 CMR 9.00</a> . <input type="checkbox"/> <b>Rate Contract.</b> (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or <b>new</b> total if Contract is being amended). \$ <b>160500</b> ____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications Engineering and design of intersection improvements at the Route 27 (North Meadows Road) and West Street intersection.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, <b>20</b> ____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>3/1</u> , <b>2021</b> ____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>6/30</u> , <b>2022</b> ____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Director</u>	



# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

---

#### INSTRUCTIONS

---

The following Instructions, Contractor Certifications and the applicable Commonwealth Terms and Conditions are incorporated by reference into an executed Standard Contract Form. Instructions are provided to assist with completion of the Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

**Contractor Legal Name (and D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for a Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**Commonwealth Department Name:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager

(with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or e-mail address if invoices must be sent to a different location. Billing, confirmation of delivery or performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the e-mail address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or e-mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20-character encumbrance transaction number associated with this Contract, which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Document IDs.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference or tracking number for this Contract or Amendment which will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

---

#### NEW CONTRACTS (Left Side of Form):

---

**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**Procurement or Exception Type:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

**Statewide Contract (OSD or an OSD-designated Department):** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD:** Check this option for Contracts approved by OSD for collective purchases through federal, state, or local government or other entities.

**Department Procurement:** Check this option for a Department contract procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If this is a multi-Department user Contract, state that multi-Department use is allowable in the section labeled "Brief Description."

**Emergency Contract:** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government, the provision of necessary or mandated services, or where the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee:** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status





# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Other Procurement Exception:** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements; all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

---

#### CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended, or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract Document IDs, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). See “Amendments, Suspensions, and Termination Policy.”

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter “no change” for Rate Contracts or if there is no change.

**Amendment Type:** Identify the type of Amendment being made. Documentation supporting the updates to performance and budget must be attached.

**Amendment to Date, Scope or Budget:** Check this option when renewing a Contract or executing an Amendment (“material change” in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor’s response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any “material change” in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts:** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee:** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Other Procurement Exception:** Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract; an existing legal obligation; a prohibition or other circumstance that exempts or prohibits a Contract from being

competitively procured, or identify any other procurement exception not already listed. Legislative “earmarks” exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach Supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

---

#### COMMONWEALTH TERMS AND CONDITIONS

Identify which version of the Commonwealth Terms and Conditions is incorporated by reference into this Contract: the Commonwealth Terms and Conditions (TC), the Commonwealth IT Terms and Conditions (TC-IT), or the Commonwealth Terms and Conditions for Human and Social Services (TC-HHS). The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

---

#### COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both. Specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

---

#### PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth’s loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [M.G.L. c. 29, § 23A](#)). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank, please identify that the Contractor agrees to the standard 45 day cycle, a statutory/legal exemption such as Ready Payments ([M.G.L. c. 29, § 23A](#)), or only an initial accelerated payment for reimbursements or startup costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle, in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in the Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.



# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

---

#### BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

---

Enter a brief description of the Contract performance, project name or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2021" or "FY2021-23"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access the procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

---

#### ANTICIPATED START DATE

---

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2021" or "FY2021-23") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to the fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations are incurred by the Contractor prior to the Effective Date, which the Department has either requested, accepted, or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under the same encumbrance and object codes as the Contract payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

---

#### CONTRACT END DATE

---

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [M.G.L. c. 4, § 9](#).

---

#### CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

---

See Comptroller policies entitled "Department Head Signature Authorization" and "Contractor Authorized Signatory Listing" for guidance.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date." Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file. **See the Commonwealth's policy on electronic or digital signatures.**

**Contractor Name/Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date." **Rubber stamps are not acceptable.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name/Title:** Legibly enter Authorized Signatory's name and title.

---

#### CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

---

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein.

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies that it is qualified and shall at all times remain qualified to perform this Contract, and that performance shall be timely and meet or exceed industry standards for the performance required, which includes obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Laws and Regulations Prohibiting Discrimination and Human Trafficking.** Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting





# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

discrimination, human trafficking, and forced labor, including but not limited to M.G.L. c. 265 §§ 49-57.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud, or unfair trade practices with any other person, and that any actions to avoid or frustrate fair and open competition are prohibited by law and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access.** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [M.G.L. c. 11, §12](#) for six (6) years beginning on the first day after the final payment under this Contract or such longer period as necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 CMR 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including [Executive Order 147](#); [M.G.L. c. 29, § 29F](#); [M.G.L. c. 30, § 39R](#); [M.G.L. c. 149 §§ 27C, 44C and 148B](#); and [M.G.L. c. 152, § 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including, but not limited to, the Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under [M.G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#), if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15 for performance made and received (goods delivered, services completed) prior to June 30, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15 or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of an estimated payment releases the Commonwealth from further claims for these invoices. **If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty of up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.**

**Payments Subject To Appropriation.** Pursuant to [M.G.L. c. 29 §§ 26, 27 and 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [M.G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to, [M.G.L. c. 62C, § 49A](#), reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due, reporting of employees and contractors under [M.G.L. c. 62E](#), withholding and remitting child support including [M.G.L. c. 119A, § 12](#), TIR 05-11, New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy or receivership within the last three calendar years which would negatively impact Contractor's ability to fulfill the terms of this Contract or Amendment. Contractor certifies that it will immediately notify the Department, in writing, of any filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Commonwealth reserves the right to request additional information regarding the financial viability of the Contractor and its ability to perform. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC § 1352; other federal requirements; Federal Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Commonwealth Data, Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and





# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [M.G.L. c. 93H](#) and [c. 66A](#) and other applicable state and federal privacy requirements. The Contractor shall comply with [M.G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation of compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach, including the unauthorized access, disbursement, use or disposal of personal data or information and, in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including, but not limited to, damages under [M.G.L. c. 214, § 3B](#).

For all Contracts involving the Contractor's access to personal information, as defined in [M.G.L. c. 93H](#), and personal data, as defined in [M.G.L. c. 66A](#), or access to Department systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor: (1) has read [M.G.L. c. 93H](#) and [c. 66A](#) and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all Departments, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (EOTSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including, without limitation, indemnification, withholding of payments, Contract suspension, or termination, pursuant to the [Commonwealth's Terms and Conditions](#), the Commonwealth IT Terms and Conditions, or the Commonwealth Terms and Conditions for Human and Social Services. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including, and without limitation, those imposed pursuant to [M.G.L. c. 93H](#) and under [M.G.L. c. 214, § 3B](#) for violations under [M.G.L. c. 66A](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with all certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments related to its conduct of business in the Commonwealth, and with relevant requirements of its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to prevailing wage laws at M.G.L. c. 149, §§ 26-27D (public construction work); M.G.L. c. 149, § 27F (use of trucks, vehicles and other equipment to perform public works functions); [M.G.L. c. 149, § 27G](#) (moving office furniture and fixtures); [M.G.L. c. 149, § 27H](#) (cleaning state office buildings or buildings leased by the state); [M.G.L. c. 6C, § 44](#) (MassDOT relocation of utilities or utility facility); [M.G.L. c. 7, § 22](#) (contracts for meat products and clothing and apparel); [M.G.L. c. 71, § 7A](#) (transportation of students to public schools); Chapter 195 of the Acts of 2014 (MA Convention Center Authority security guard services); minimum wage and overtime law and regulations ([M.G.L. c. 151](#) and 454 CMR 27.00); child labor laws (M.G.L. c. 149, §§ 56-105); all payment of wages, payroll and timekeeping records, earned sick time, meal breaks, domestic violence leave, temporary worker rights, domestic worker rights and anti-retaliation laws at M.G.L. c. 149 (Labor and Industries); [M.G.L. c. 151A](#) (unemployment insurance and contributions); [M.G.L. c. 152](#) (workers compensation and insurance); [M.G.L. c. 150A](#) (Labor Relations); [M.G.L. c. 153](#) (liability for injuries); 29 U.S.C. c. 8 (Federal Fair Labor Standards); 29 U.S.C. c. 28 (Federal Family and Medical Leave Act); M.G.L. c. 6, § 171A (applicant criminal record information); M.G.L. c. 149, § 105A (MA Equal Pay Act); and M.G.L. c. 175M (Paid Family Medical Leave Act).

**Federal And State Laws And Regulations Prohibiting Discrimination.** Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment (EEO) Laws; the Americans with Disabilities Act; 42 U.S.C. § 12101, et seq., the Rehabilitation Act, 29 U.S.C. § 794; 29 U.S.C. § 701; 29 U.S.C. § 623; 42 U.S.C. c. 45; (Federal Fair Housing Act); [M.G. L. c. 151B](#) (Unlawful Discrimination); [M.G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [M.G.L. c. 272, § 92A](#); [M.G.L. c. 272, §§ 98 and 98A](#), [Massachusetts Constitution Article CXIV](#) and [M.G.L. c. 93, § 103](#); 47 USC § 255 (Telecommunication Act); [M.G.L. c. 149, § 105D](#), [M.G.L. c. 151C](#), M.G.L. c. 272, §§ 92A, 98 and 98A, and [M.G.L. c. 111, § 199A](#), and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and resources.





# STANDARD CONTRACT FORM INSTRUCTIONS

## CONTRACTOR CERTIFICATIONS

### COMMONWEALTH TERMS AND CONDITIONS

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](http://www.commbuys.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability.** Contracts may not use the following limitation of liability language unless approved by legal staff at the Office of the Comptroller (CTR) or Operational Services Division (OSD), and it may not be used if a Department is utilizing the Commonwealth IT Terms and Conditions. The term “other damages” in Section 11 of the Commonwealth Terms and Conditions, “Indemnification,” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, that this in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth’s ability to join the contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to [M.G.L. c. 7, § 22C](#), for state agencies, state authorities, the state House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland or if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief, and certifies that it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [M.G.L. c. 30, § 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under

the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

---

#### EXECUTIVE ORDERS

---

For covered Executive Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders including, but not limited to, the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by [M.G.L. c. 151E, § 2](#). If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be a business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law, including [M.G.L. c. 268A, § 5\(f\)](#) and this Order, which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.



# STANDARD CONTRACT FORM INSTRUCTIONS CONTRACTOR CERTIFICATIONS COMMONWEALTH TERMS AND CONDITIONS

**Executive Orders [523](#), [526](#) and [565](#), [Executive Order 523](#)** (Establishing the Massachusetts Small Business Purchasing Program.). [Executive Order 526](#) (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). [Executive Order 565](#) (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any Applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to [M.G.L. c. 7 § 61\(s\)](#). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**ATTACHMENT A**  
**FY 2021 Housing Choice Initiative Program Contract**

**SCOPE OF SERVICES AND  
ADDITIONAL TERMS & CONDITIONS**

**HOUSING CHOICE AWARD PROGRAM NAME:**

**Housing Choice (HC) Capital Grant**  
*Supported by the MassWorks Infrastructure Program*

**I. CONTRACT**

The Contractor is responsible for accessing and reviewing the contents of the documents referenced below, as compliance with each is a binding component of this Contract:

- A.** This Attachment A is attached to and made a part of the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM. THE COMMONWEALTH TERMS AND CONDITIONS and the Contractor's Workplan and Budget, as approved by the Department, are attached hereto as Exhibits.
- B.** This Attachment A incorporates by reference the Housing Choice Capital Grant Program Application and the Small Town Capital Grant Program Application, as applicable.
- C.** This Attachment A, all attached Exhibits and other Attachments, and all documents incorporated by reference herein, are referred to, collectively, as the Contract.
- D.** This Contract represents the entire agreement between the Contractor and the Department, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Contract.
- E.** If any term or condition of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**II. SCOPE OF SERVICES AND COMPLIANCE WITH LAWS**

The Housing Choice Initiative encourages local governments to expand housing production by providing new grants, coordinating technical assistance across various housing agencies, and promoting regulatory innovation. The Housing Choice Initiative rewards municipalities that are producing new housing and have adopted best practices to promote sustainable housing development.

A crucial part of the Housing Choice Initiative is the Housing Choice designation and grant program. Communities that achieve the Housing Choice designation have exclusive access to apply for the Housing Choice Grant Program and receive bonus points or other considerations for certain state grant programs.

In recognition of the fact that many small towns face different challenges, the Housing Choice Initiative also includes separate funding for the Small Town Housing Choice competitive capital grant program, available exclusively for towns with populations under 7,000 (per latest US Census population estimates). Small Towns can also apply for the Housing Choice designation.

The Contractor shall use the FY 2021 contract funding to provide services in accordance with the terms of the attached Workplan and Budget, the terms of this Contract, and any subsequent Contract amendments. **ALL EXPENSES MUST BE INCURRED ON OR BEFORE JUNE 30<sup>TH</sup> OF THE FISCAL YEAR IN WHICH THEY OCCUR (FY 2021 – YEAR 1; FY 2022 – YEAR 2).** Any later change in services and activities to be provided by Contractor shall be made only with the prior approval of the Department, in accordance with Section III.D, below.

The Contractor shall carry out these activities in conformance with all applicable federal and state laws and requirements, including without limitation, statutes, rules, regulations, administrative and executive orders, ordinances, and codes, as they may be issued and amended.

The Department reserves the right to issue future administrative guidance. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Department may issue, amend, or supplement from time to time.

### **III. ADDITIONAL TERMS AND CONDITIONS**

#### **A. Reporting Responsibilities of the Contractor**

1. The Contractor, and any entity under subcontract, having costs chargeable to Contract funds shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions including without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
2. The Contractor shall comply with all records and reporting requirements set forth in this Contract.
3. The Contractor must submit requests for time extensions for the submission of any reports or data in writing to the Department for approval or disapproval prior to the passing of the deadline. Such requests should explain the reason for the delay and specify the new deadline for the submission of the report or data. The Department may grant such requests in writing.

4. The Contractor shall submit written progress reports to the Department in compliance with the following deadlines and requirements using the attached Housing Choice Capital Grant Progress Report form. Such reports do not need to be submitted once a final reimbursement is made and the project is complete.
  - First progress report, covering the period from April 1, 2021, through June 30, 2021, due July 15, 2021.
  - Second progress report, covering the period from July 1, 2021, through September 30, 2021, due October 15, 2021.
  - Third progress report, covering the period from October 1, 2021, through December 31, 2021, due January 15, 2022.
  - Fourth progress report, covering the period from January 1, 2022, through March 31, 2022, due April 15, 2022.
  - Fifth and Final progress report covering the period from April 1, 2022, through June 30, 2022, due July 15, 2022.
5. The Contractor shall continually assess its performance of the Contract-supported activities to ensure that the performance objectives outlined in the Contract are achieved. This includes, but is not limited to, the Contractor's monitoring that applicable schedules are met and performance objectives are achieved in accordance with the activities delineated in the Contract. The Contractor shall inform the Department in writing, which may be done electronically, of the following conditions which may affect its deliverable objectives and performance as soon as they become known:
  - a. Problems, delays, or adverse conditions which will materially affect the Contractor's ability to attain deliverable objectives. This disclosure shall be accompanied by a statement of any actions taken or contemplated by the Contractor, and any assistance needed from the Department to resolve the situation.
  - b. Favorable developments or events which will enable the Contractor to meet the deliverable Contract objectives sooner than anticipated or at less cost than originally projected.
6. The Contractor shall submit all progress reports to the Department's assigned program representative at the following address:

Chris Kluchman, FAICP  
Deputy Director  
Division of Community Services  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114

617-573-1167

[Chris.kluchman@mass.gov](mailto:Chris.kluchman@mass.gov)

7. The Department shall advise the Contractor within thirty (30) days of receiving any report if it is not acceptable to the Department. The Contractor shall submit an acceptable report upon receipt of such advice from the Department.
8. The Contractor, and any entity under subcontract having costs chargeable to Contract funds, shall maintain Contract records in accordance with Section 7 of the Commonwealth Terms and Conditions, including, without limitation, a record of planned activities, a record of activities carried out, and an explanation of any changes in program activities.
9. Within five business days of receipt, the Contractor shall provide the Department with copies of any and all exception reports and written communications of an audit or review of the Contractor and any written final reports of such audits or reviews that the Contractor receives during the Contract term from the state Office of the Inspector General (OIG) and/or the Office of the State Auditor. Such reports or communications may be provided electronically.
10. Within five business days of being served with any pleading in a legal action filed with a court or administrative agency related to this Contract or which may affect the Contractor's ability to perform its obligations hereunder, the Contractor shall notify the Department of such action and deliver copies of such pleadings to the Department. Such reports or communications may be provided electronically.
11. The Contractor will submit any other reports or information requested by the Department by the due date specified in the Department's request. The Contractor shall promptly make available to the Department or to an auditor or contractor approved by the Department such material information regarding the Contractor's activities as may be requested by the Department.

## **B. Payment Mechanism and Fiscal Obligations**

The Department agrees to provide payment for the services described under this Contract, pursuant to the following payment mechanism:

- a. The Department, upon written request by the Contractor on the standard Commonwealth Payment Request Form (PRC) and accompanied by the Department's Housing Choice Capital Grant Invoice form (Housing Choice Invoice), or other such form as the Department may specify, shall advance to the Contractor the amount of 25% of the total funds covered by the Contractor's initial Contract with the Department, by category, to be used as working capital for the performance of the Contractor's obligations under this Contract. The Contractor is entitled to one advance payment during the first year of this Contract, and the Contractor's written request for the advance must be submitted on or before June 30, 2021. For the remainder of the total funds covered by the Contractor's initial



Contract with the Department, the Contractor shall submit to the Department invoices for cost reimbursement in the manner described herein.

*Only requests for cost reimbursement for authorized capital expenses, pursuant to the capital funds from the state's capital budget, are authorized for reimbursement.*

- b. All payments are contingent upon receipt of the availability of funds, authorization by the Executive Office of Administration and Finance and the Massachusetts Comptroller, and the provisions of the Commonwealth Terms and Conditions. In accordance with 815 CMR 2.00 and state finance law, the Department is under no legal obligation to compensate the Contractor, or to obtain additional funding, for any costs or other commitments which are outside the scope of the executed Contract and which have not been approved by the Department.
- c. In no event shall the sum of any and all payment by reimbursement exceed the maximum amount payable to the Contractor hereunder. Requests for payment by cost reimbursement will be honored and funds will be released based on submission by the Contractor, with review and acceptance by the Department, of required data and reports as detailed in this Contract, the availability of funds, and the Contractor's satisfactory compliance with the terms of this Contract.
- d. The Contractor shall initiate any requests for payment by cost reimbursement by submitting a written request using the PRC and the Housing Choice Invoice, or other such form as the Department may specify. If the Contractor requested and received an advance of 25% of the total funds covered by the Contractor's initial Contract with the Department pursuant to Section III.B.a, the Contractor shall submit with the first request for payment by cost reimbursement receipts or other supporting documentation accounting for the use of the advanced funds.

Each request for payment by cost reimbursement must be made on the PRC and accompanied by the Housing Choice Invoice. By submitting the PRC and the Housing Choice Invoice, the Contractor represents that in accordance with the Contract, including the Contractor's Workplan and Budget as approved by the Department, articles have been furnished, services have been rendered, or obligations have been incurred by a person authorized to incur such obligations.

When submitted electronically, the PRC and the Housing Choice Invoice should be attached to the email submission in one email attachment. Any other documents, such as vendor invoices, should be submitted as separate attachments.

In addition to the PRC and Housing Choice Invoice, requests for payment by cost reimbursement shall also contain sufficient detail, supporting records, and documentation to support payment. Records to substantiate the Contractor's claims hereunder may include, without limitation, payroll records, accounting records, and purchase orders that are sufficient to document the Contractor's program and financial activities under this Contract.

The request for cost reimbursement shall be submitted either electronically or in hard copy to the attention of:

Brett Morton  
Division of Community Services  
Department of Housing and Community Development  
100 Cambridge Street, Suite 300  
Boston, MA 02114  
[brett.morton2@mass.gov](mailto:brett.morton2@mass.gov)

- e. All requests for cost reimbursement must be submitted on or before July 17, 2021, if expenses were incurred in FY 2021 – Year 1; and on or before July 16, 2022, if expenses were incurred in FY 2022 – Year 2. Failure to do so may result in delayed reimbursement or denial of the request.
- f. The Contractor shall submit the final PRC and Housing Choice Invoice on or before July 16, 2022. With the submission of the final PRC and Housing Choice Invoice, the Contractor shall return to the Department any unexpended funds that are reflected in the final reconciliation, subject to Section III.C below.
- g. Budget Amendments. The Contractor may transfer funds among the line items in the Budget, so long as the total of all item transfers does not change the line item total by more than 10%. No amendment to the Contract shall be required for such change, and no advance permission from the Department will be required for such change. The Contractor shall notify the Department of such change, in writing, within 30 days after such change.

### **C. Workplan and Budget Changes**

Any subsequent change in the services and activities to be provided by the Contractor in accordance with the attached Workplan and Budget requires prior written approval from the Department's assigned program representative listed in Section III.A.6.

### **D. Audit or Financial Review**

The Department reserves the right under this Contract to secure its own independent audit or financial review of the Contractor's (or Subcontractor, if applicable) records if, in its sole discretion, the Department determines that it is necessary for any reason.

#### **E. Monitoring**

The Department may monitor the Contractor's (or Subcontractor, if applicable) compliance with the Contract. The Contractor shall allow the Department and its representatives access to all of its books and records pertaining to this Contract.

#### **F. Conflict of Interest, Licensure, and Debarment**

1. The Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of the Contractor's obligations hereunder.
2. The Contractor shall not knowingly employ or compensate any employee of the Commonwealth during the term of this Contract, unless such arrangement is permitted under the provisions of M.G.L. c. 268A. Employment of former Commonwealth employees shall also be in compliance with the provisions of M.G.L. c. 268A.
3. The Contractor represents and warrants that as of the effective date, it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. The Contractor shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform activities under this Contract, without reimbursement by the Commonwealth or other adjustment in Contract funds. Further, the Contractor warrants that all employees, agents, and subcontractors performing services under this Contract shall hold all required licenses or certifications, if any, to perform their responsibilities.
4. The Contractor certifies that the Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. The Contractor agrees to immediately notify the Department if the Contractor becomes suspended or debarred, or if any licenses, certifications, approvals, insurance, permits, or any such similar requirement necessary for the Contractor to properly perform become revoked, withdrawn, or non-renewed during the Contract period.

#### **G. Enforcement, Suspension, and Termination**

1. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Contractor and the Department, and not to any third party.

2. The Department may use increased or additional monitoring and reporting as part of its enforcement actions.
3. This Contract may be terminated pursuant to Sections 4 and 5 of the Commonwealth Terms and Conditions.
4. The Department may provide the Contractor with written notice to decrease or cease Contract activity. Effective upon receipt of notice from the Department, or a later date specified therein, the Contractor agrees to decrease, suspend, and/or terminate Contract activity in conformance with the terms of such notice.
5. Upon the termination or expiration of this Contract, the Contractor shall continue to cooperate with all audit, records, and monitoring requirements.
6. Within a maximum of 90 days following the date of expiration or termination of this Contract, the Contractor shall submit all reports and data required by this Contract.

#### **H. Non-Discrimination In The Provision of Services**

The Contractor shall not deny services or otherwise discriminate in the delivery of services because of race, color, religion, disability, sex, sexual orientation, gender identity, familial status or children, marital status, age, national origin, ancestry, genetic information, receipt of federal, state, or local public assistance or housing subsidies, veteran/military status, or because of any other basis prohibited by law. The Contractor agrees to comply with all applicable federal and state statutes, rules and regulations and administrative and Executive Orders prohibiting discrimination, including without limitation, the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), M.G.L. c. 151B, M.G.L. c. 272 §§ 92A, 98, and 98A, M.G.L. c. 111 § 199A, 42 U.S.C. 9918 (c) and 45 C.F.R. 80.

#### **I. Confidentiality**

1. The Contractor certifies that it has established sufficient internal policies to carry out its obligations hereunder.
2. The Contractor shall keep all state records and information, wherever obtained, confidential at all times and comply with all state and federal laws concerning the confidentiality of information. The Contractor shall hold all personal data relating to Contract supported personnel and applicants or recipients of Contract supported programs and activities in accordance with M.G.L. c. 66A, “Massachusetts Fair Information Practices Act;” M.G.L. c. 93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

3. Pursuant to Executive Order No. 504, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction, use, modification, disclosure, or loss.
4. The Contractor shall notify its agents, employees, subgrantees, and assignees who may come into contact with state records and confidential information that each is subject to the confidentiality requirements set forth herein.
5. The Contractor shall deliver to the Department, within 14 days of a written request by the Department following termination of this Contract, such personal data relating to this Contract as the Department may request; provided, that the Contractor may keep copies of any personal data delivered to the Department; and provided further, that for the purposes of this sentence, the term, “personal data”, shall not include the Contractor’s personnel records.

#### **J. Fraud, Waste, and Abuse**

The Contractor shall maintain and use systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract.

#### **K. Signage, Acknowledgment, Publicity, and Logos**

1. Signage. The Contractor may erect or post a sign at a location where Contract funds have been used indicating that financing is being or has been provided in part by the Department as part of the Housing Choice Initiative, subject to compliance with the zoning by-laws or ordinances of the municipality in which the sign is to be erected or posted. The sign shall include the following statement: “Funds for this Project have been provided by a Housing Choice Capital Grant provided by the Massachusetts Department of Housing and Community Development.”
2. Acknowledgment. If Contract funds are expended by the Contractor on the preparation or production of a brochure or other publication, the brochure or publication shall include the following statement: “This publication was funded by a Housing Choice Capital Grant provided by the Massachusetts Department of Housing and Community Development.”
3. Publicity; Other Materials. The Contractor may disseminate, publish, or reproduce documents produced in whole or in part pursuant to this Contract, provided that the Contractor furnishes to the Department copies of any such documents thirty (30) days prior to publication, and provided that such documents include the

acknowledgment required under Section L(2). The Contractor may copyright any books, publications, or other copyrightable materials produced under this Contract, provided that the Contractor shall provide to the Commonwealth as appropriate an irrevocable, nonexclusive royalty-free right to reproduce, publish, or otherwise use or authorize others to use the copyrighted material.

4. Logos. If the Contractor wishes to include a Department logo on any signage or other materials produced in accordance with this section, it may contact the Department's assigned program representative, listed in Section III.A.6, for the appropriate copy of a logo.
5. Submission to DHCD. Any sign, publication, or other material produced in accordance with this section must be submitted in advance to the Department's assigned program representative, listed in Section III.A.6, no later than twenty (20) days before posting or distribution. If the Department does not respond within twenty (20) days of receipt of the material, it will be deemed to have approved of the material.



COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):

Title:

**X**

Signature as it will appear on contract or other document (Complete only in presence of notary):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

**AFFIX NOTARY SEAL**

I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

**AFFIX CORPORATE SEAL**



## FY 2021 Housing Choice Initiative Capital Grant Workplan and Budget

**Instructions:** Fill out contact information, brief description of the grant project.

**List Project Tasks** that are funded by this grant so that the total amount equals the Housing Choice Community Grant award. Do not include other tasks for the project that are funded with other sources. Project tasks do not have to be broken out into sub tasks and should be clear enough to understand the nature of work being done by task. See the sample provided with your contract documents.

Name of Municipality Include name of Subcontractor if applicable	Program Manager Name, phone and email <i>Include name and contact information of person preparing report if different from project manager</i>
Town of Medfield	Name: Nicholas Milano Phone: 781-856-5287 Email: nmilano@medfield.net

Project Description <i>Brief Summary of Project</i>
Redesign of the West Street / North Meadows Road (Route 27) Intersection in the Town of Medfield

Project Tasks	Cost by Task
Data Collection/Base Plans	\$5,000
Traffic Analysis / FDR Report	\$15,000
25% Design/Submission	\$41,000
Environmental Screening	\$8,000
ROW Plans (allowance)	\$6,000
75% Design	\$34,700
100% Design	\$15,500
PS & E Contract Documents	\$7,500
Meetings	\$8,000
Field Survey	\$10,000
Traffic Counts	\$1,500
Pavement Cores/Mast Arm Boring	\$7,000
Printing	\$800
Miscellaneous	\$500
<b>TOTAL</b>	<b>\$160,500</b>

(add additional rows as necessary)

## **Settlement & Release Statement of Expenses**

**Contractor Legal Name:**

**MMARS Doc ID:**

Insert Start Date Here:\_\_\_\_\_

Insert latest signature Date Here:\_\_\_\_\_

List expenses with amounts and total:\_\_\_\_\_





## Southeastern Regional Services Group

### OFFICE SUPPLY Contract Award for 7/1/2021-6/30/2023

The Board of Selectmen of the Town of Medfield voted at its meeting held on \_\_\_\_\_ to award a contract to W.B. Mason Co., Inc., Brockton, MA for Office Supplies for a two-year period commencing on July 1, 2021. W.B. Mason submitted a responsive bid with the largest discount of **57.8%** off the prices of office supplies, and with **32.8%** off ink and toner cartridges contained in the 2021 United Stationer's Supply Catalog (subject to specific exclusions) in response to the SERSG cooperative Invitation for Bids for Office Supplies for Fiscal Years 2022 and 2023. The reference This award is conditioned upon receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the municipality and present them for final approval and signature.

---

Chair, Board of Selectmen

---

Date

Board Member

Board Member





## **Southeastern Regional Services Group**

### **PAPER Award for 7/1/2021-6/30/2022**

**The Board of Selectmen of the Town of Medfield voted at its meeting held on \_\_\_\_\_ to award a contract to W. B. Mason Co., Inc.** of Brockton, MA for Paper items listed below for the one-year period commencing on July 1, 2021. This award is conditioned upon receipt of the appropriate documents specified in the IFB. The SERSG Regional Administrator will collect documents on behalf of the municipality and present them for final approval and signature.

\_\_\_\_\_  
Chair, Board of Selectmen

\_\_\_\_\_  
Date

Board Member \_\_\_\_\_

Board Member \_\_\_\_\_

**Medfield**

	TYPE OF PAPER	Bid Price	Est Quant	Est Value
<b>COMPUTER PAPER -92 BRIGHTNESS</b>				
<b>1</b>	20 lb. White, 8 1/2" x 11" LETTER	\$ 32.50	23	\$ <b>747.50</b>
<b>2</b>	20 lb. White, 8 1/2" x 11" LETTER with 3 holes	\$ 33.75		\$ -
<b>3</b>	20 lb. White, 8 1/2" x 11" LETTER, Recycled	\$ 33.75	31	\$ <b>1,046.25</b>
<b>4</b>	20 lb. White, 8 1/2" x 14" LEGAL	\$ 34.25		\$ -
<b>5</b>	20 lb. White, 8 1/2" x 14" LEGAL, Recycled	\$ 35.25		\$ -
<b>6</b>	20 lb. White, 11" x 17" LEDGER	\$ 33.50		\$ -
<b>7</b>	20 lb. White, 11" x 17" LEDGER, Recycled	\$ 34.50		\$ -
<b>8</b>	60 lb., 8 1/2" x 11" LIGHT CARDSTOCK	\$ 48.80		\$ -
<b>96 BRIGHTNESS</b>				
<b>9</b>	20 lb. White, 8 1/2" x 11" LETTER	\$ 37.30	2	\$ <b>74.60</b>
<b>10</b>	24 lb. White, 8 1/2" x 14" LEGAL	\$ 49.80		\$ -
<b>11</b>	24 lb. White, 11" x 17" LEDGER	\$ 48.80		\$ -
<b>98 BRIGHTNESS</b>				
<b>12</b>	20 lb. White, 8 1/2" x 11" LETTER	\$ 37.80	8	\$ <b>302.40</b>
<b>20 Lb. - Bond Paper</b>				
<b>13</b>	25% Cotton or Similar, 8 1/2" x 11"	\$ 58.30		\$ -
<b>COLORED PAPER</b>				
<b>14</b>	20 lb.-One Color- 8 1/2" x 11"	\$ 37.40		\$ -
<b>15</b>	20 lb.- Assorted colors- 8 1/2" x 11"	\$ 37.90	1	\$ <b>37.90</b>
<b>Total Est. Value</b>				<b>\$ 2,208.65</b>





Evelyn Clarke &lt;eclarke@medfield.net&gt;

---

## Liquor License Request

---

**Jamie Picard** <jpicard@thetrustees.org>  
To: Evelyn Clarke <eclarke@medfield.net>

Mon, May 17, 2021 at 11:03 AM

Hello Evelyn,

Thank you so much for this information.

Can we please put in a request for a one-day liquor license?

The event will be held at Rocky Woods on **Wednesday, June 2nd** from **12 PM - 4 PM**. They will have **40 employees** attending this event. I've attached my tips certification card.

It will be a private work event for Jack's Abby Brewery. They are going to have an outing at Rocky Woods for their employees.

If you have any questions, please let me know. If you need any additional information , please let me know.

Thank you for your attention to this request and considering our requests for one-day liquor licenses at Rocky Woods. I look forward to hearing from you.

Stay well.

Talk with you soon.

Best,  
Jamie



Jamie Picard  
Children's Programming/Camp Director

Trustees | Powisset Farm  
37 Powisset Street | Dover, MA 02030  
JPicard@thetrustees.org | 508.785.0339 x8



[thetrustees.org](http://thetrustees.org)

### While at Home: Stay Connected with Trustees!

Games, kids' activities, food & garden tips, virtual doses of nature, and more!

[thetrustees.org/athome](http://thetrustees.org/athome)



May, 18th, 2021

The Select People of Medfield  
Medfield Town House  
459 Main St  
Medfield, Ma  
02052

Cc: Chief Guerette

Dear Select People,

We are writing to introduce you for permission to host our Soles of Medfield 10k. We are asking for this to be an in person race this year as the state's COVID regulations have transitioned to phase IV, step 2, which allows road races. Also, with the regulations as of May 18th, masks are not required for outdoor activities.

As always, safety is our number one concern. We have planned the start and finish to have physically distant protocols in place. Our registration will have no more than 150 in person runners, we will offer a virtual running experience too. For the in person runners they will be in groups of 5 runners per wave. Each wave will be spaced at least 6 feet apart along Adams St. The waves will have a 10 second rolling start, which will give the waves of runners anywhere from 30 to 40 feet of space between. The waves will be organized by pace, with faster runners at the front and the slower runners toward the back.

The finish will be on Brook St, at the back entrance to Montrose School. Each runner will be given a water bottle and snack then asked to walk through the Montrose School lot to North St, where they can meet all their fans! At this point the race is done for them. We will not have any post race party this year but would love to have one in the coming years.

Our goal is to raise funds to support Medfield Parks and Rec. Specifically, we would like all the proceeds from this event to be available for families who cannot afford to have their children go to summer camp, after school programs, or to participate in the sports provided by Medfield Park and Recreation. As local residents, many of whom have raised or are raising our children in Medfield and surrounding towns, we are passionate about our youth having the chance to be active. By supporting the town's Park & Recreation organization we hope to give back and nurture opportunities for more children who otherwise may not have this chance.

To set our run apart from the many other charitable runs that occur in the area, we would like to organize this race as a 10K run (or 6.2 miles). We have received approval from the MPD and Highway Department for the race. Including having officers posted at busy intersections and a lead car, along with closing Brook St for the few hours of the day. We hope that this letter can allow us to come in front of you to further the conversation and share more details, and receive advice and counsel from you. Below is a preliminary outline of what we are proposing, including a route plan, and some of the logistical issues that we know such an event will require collaboration with the town in order to be successful.

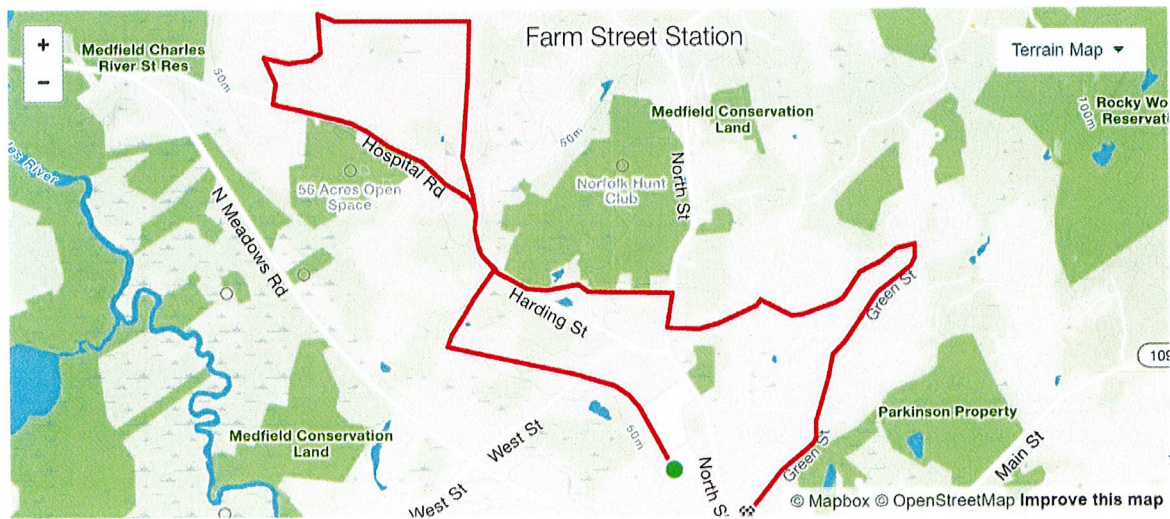


The route:

- Start on Adams St, in front of the Dale School circle, head down Adams to West Mill St, take a right onto West Mill St.
- West Mill St to Harding St, take a left on Harding St.
- Harding St to Hospital St, bare left on Hospital Rd.
- Hospital Rd to Service Dr (MSH grounds), take a right onto Servie Dr.
- Servie Dr to South, take a right onto South
- South to Tower, take a left onto Tower
- Tower to down path to Longmeadow Rd, take a right onto path
- Longmeadow Rd to Harding St, take a right onto Harding St.
- Harding St down to Wight St, take a left onto Wight St
- Wight St continue on to School St up to North St, take a right onto North St
- North St to Winter St, take a left onto Winter
- Winter St across Pine St to Flintlocke Ln.
- Flintlock Ln to Green St, take a right onto Green St
- Green St to Brook, take a left onto Brook
- Finish at the back entrance of the Montrose School

## ☆ Soles of Medfield 10k

Print Export GPX Export TCX Edit Duplicate



Parking:

We will be asking the Park and Rec for Pfaff Center, Montrose School, Dale St School and Memorial School to use their parking lot for the runners

Start/Finish:

We will start on Adams St, at the Dale School drop off circle, and end on Brook St just at the back entrance of the Montrose School.

Schedule.

June 13, 2021(2nd Sunday in June)

10:30am start time

Last runner should be done by 12:30pm at the latest

We are committed to bringing the community together as well as supporting the Medfield Park and Rec funds to ensure that all kids have access to the resources of this great community. We look forward to meeting with you to discuss further.

Sincerely,  
The Soles of Medfield.

Adam Graber  
[agraber13@gmail.com](mailto:agraber13@gmail.com)  
617-459-7906



The CENTER at Medfield  
Medfield Council on Aging  
One Ice House Road  
Medfield MA 02052  
508-359-3665

May 10, 2021

Dear Board of Selectmen,

The Council on Aging requests permission to serve wine and beer at our summer cookouts (4:30 – 7:00 p.m.) on the following Wednesdays:

May 26

June 23

July 14

August 18

September 15

Thank you,

Roberta Lynch, Director  
Medfield Council on Aging

Informational

Linda Donovan  
4 Joseph Pace Rd  
Medfield, MA 02052  
508-801-3705  
LRDonovan40@hotmail.com

May 7, 2021

John Kelly, Medfield Meadows LLC/RQC LLC Development  
Patrick Corrigan, Medfield Meadows LLC  
Paul McGovern, Medfield Meadows LLC.  
Re: Medfield Meadows, Hennery Way  
12 Haven Street  
Dover, MA 02030

I am contacting you on behalf of all residents in Allendale regarding the Medfield Meadows housing next to us. I was personally in attendance at all of the meetings before the project began and asked John Kelly at each meeting if he would be putting a fence at the end of Joseph Pace Road. I voiced our concerns regarding traffic, both vehicle and pedestrian, in our neighborhood. Every time I presented the question, Mr. Kelly assured me that the access from Joseph Pace to Medfield Meadows would only be accessible to Medfield Police, Fire and Town employees in case of emergencies.

We were recently informed by Paul McGovern, a site foreman working on the Medfield Meadows property, that the fence intended to be installed is a low-security barrier gate comparable to the transfer station. Not only is this unappealing to the aesthetic of our neighborhood, but it will not stop pedestrian traffic from crossing into our neighborhood to walk their dogs or smoke cigarettes.

We have already had a number of issues with one of the Medfield Meadows' tenants who has been crossing through the end of Joseph Pace to smoke cigarettes outside of our homes and to allow her dog to do its business on our and our neighbors' lawns. She is not only letting the dog on the lawns she herself is walking on our lawns and around houses. A few neighbors have confronted the woman, asking that she not walk across our lawns and allow her dog to poop on them. The police have been called a few times to come down and ask her to leave as well. Not only is the cigarette smoke coming into our homes when the windows are open, but she is disposing of the cigarette butts at the end of the road in front of our homes.

Additionally, on more than one occasion we have had delivery trucks (primarily Fed-Ex) backing down our street to cut through the end of the road to make deliveries to Medfield Meadows residents.

Also, a neighbor who is also a town employee has informed us that families with children have been passing through our neighborhood to ride their bikes at the Town Sheds during work hours which is both inconvenient and unsafe.

We have always been an enclosed neighborhood and would like to remain so for the safety of our neighborhood children. Prior to the construction of Medfield Meadows there was a 4 foot fence on the perimeter of Allendale which provided the safety and security of the neighborhood that we are now concerned about.

I have spoken to a few neighbors and meeting attendees who have corroborated the fact that Mr. Kelly was adamant about putting up a fence, not just a small gate. The Zoning Board set stipulations on Mr.



Kelly's plan and we are respectfully requesting that he follow through with his original promise to provide a sufficient fence with a gate only accessible by Medfield employees.

We would be happy to meet with a representative of the town to take a look at the area and better explain our concerns.

Thank you on behalf of myself, my family and the families of Allendale for taking the time to hear our complaint and take into consideration our request.

Sincerely,

A handwritten signature in black ink that reads "Linda Donovan". The script is cursive and fluid, with the first name "Linda" and last name "Donovan" clearly distinguishable.

Linda Donovan

CC: Maurice Goulet, Sarah Raposa, Medfield Selectmen, Kristine Trierweiler

Bill Donovan, a Joseph Pace Road resident pointed out that the "Medfield Green" property line, where it meets the end of his road, has a steep incline and grade of 5-6 feet. He questioned if "Medfield Green" property would be leveled and or lessened in height for emergency vehicles or would this emergency access road be a steep hill? Winslow and Kelly pointed out that this would be a gated road (no public access) but did not have an answer to the question asked. Kelly indicated they would look into that.

The above paragraph does not  
say No through traffic  
it states NO PUBLIC access.  
It was our understanding  
that John Kelly would  
take care of this by  
putting a fence there  
and not a gate.



The County of Presidents

COMMONWEALTH OF MASSACHUSETTS  
**COUNTY OF NORFOLK**  
**COUNTY COMMISSIONERS**

JOSEPH P. SHEA, CHAIRMAN, QUINCY  
PETER H. COLLINS, MILTON  
RICHARD R. STAITI, CANTON



TRUSTEES OF  
NORFOLK COUNTY AGRICULTURAL SCHOOL

COUNTY DIRECTOR:  
MICHAEL P. MULLEN, JR.

CLERK:  
WALTER F. TIMILTY

April 30, 2021

Mr. Michael Marcucci  
Chair, Medfield Board of Selectmen  
459 Main Street  
Medfield, MA 02052

RECEIVED

MAY 10 2021

MEDFIELD SELECTMEN

Dear Mr. Chair,

As you know on March 11, 2021, President Biden signed the *American Rescue Plan Act of 2021* (H.R. 1319) into law. The \$1.9 trillion package, intended to combat the public health and economic impacts of the COVID-19 pandemic, allocates \$362 Billion in federal fiscal recovery aid for state and local governments; Norfolk County is slated to receive \$137 Million. We anticipate an initial distribution of roughly \$68.5 million to Norfolk County on or about May 11.

As of this moment, complete guidelines, reporting requirements and disbursement procedures for the funds have not been promulgated. We know from close reading of the statute that funds may be expended:

- to respond to the COVID-19 public health emergency or its negative economic impact, including assistance to households, small businesses, and nonprofits, or aid to such impacted industries such as tourism, travel, and hospitality;
- to respond to workers providing essential work during the pandemic by providing premium pay to eligible workers of the state;
- to provide for governmental services impacted by the loss of revenue due to COVID-19; or
- to make investments in water, sewer, or broadband infrastructure.

The legislation also expressly restricts the use of funds for pension liabilities or local tax reduction.

The Commissioners are resolved to work carefully and deliberately in close consultation with our constituent communities as more information becomes available to us. Since the bill's passage, our staff has been in continuous dialog with the Norfolk County Municipal Managers Group and has had many individual conversations with our local officials. We fully understand the real and serious needs of the cities and towns within the County and assure you that no decision about the disbursement of these federal funds will be made without the inclusion and input of you and your staff.

ADMINISTRATIVE OFFICES 614 HIGH STREET SUITE 201 P.O. BOX 310 DEDHAM, MA 02027-0310  
TEL: (781) 461-6105 FAX: (781) 326-6480 EMAIL: [info@norfolkcounty.org](mailto:info@norfolkcounty.org) WEBSITE: [www.norfolkcounty.org](http://www.norfolkcounty.org)

SERVING THE COMMUNITIES OF: AVON, BELLINGHAM, BRAINTREE, BROOKLINE, CANTON, COHASSET, DEDHAM, DOVER, FOXBOROUGH, FRANKLIN, HOLBROOK, MEDFIELD, MEDWAY, MILLIS, MILTON, NEEDHAM, NORFOLK, NORWOOD, PLAINVILLE, QUINCY, RANDOLPH, SHARON, STOUGHTON, WALPOLE, WELLESLEY, WESTWOOD, WEYMOUTH, WRENTHAM

We respectfully ask for your patience and understanding as we join local officials across our Commonwealth and Country eagerly awaiting the guidelines of the Treasury Department. In the meantime, we ask that you direct all of your questions and concerns to our Assistant County Director William J. Buckley Jr. who can be reached at 781-234-3436 or via email at [wbuckley@norfolkcounty.org](mailto:wbuckley@norfolkcounty.org)

We hope that this process will lay a firm foundation for greater cooperation and regional collaboration between Norfolk County and the Town of Walpole in the future.

Very truly yours,



**Peter H. Collins**  
*County Commissioner*



**Joseph P. Shea**  
*Chairman*

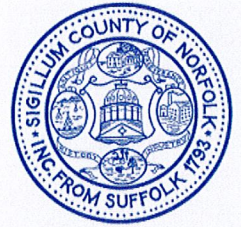


**Richard R. Staiti**  
*County Commissioner*





COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF NORFOLK  
*"The County of Presidents"*



MICHAEL G. BELLOTTI  
TREASURER

May 12, 2021

Mr. Michael Marcucci  
Chair, Medfield Board of Selectmen  
459 Main Street  
Medfield, MA 02052

Dear Michael

I would like to share with you the enclosed Annual Report of the County of Norfolk for the fiscal years 2019 and 2020. I also wanted to take this opportunity to say hello and express to you how honored I am to be your new Norfolk County Treasurer.

Since being sworn in Treasurer on January 6, I have been hard at work with my staff and transition team dealing with the many challenges ahead of us in 2021. It is my belief we can continue to build on the strengths and resiliency of this financial office as well as create dynamic partnerships with all of our Norfolk County communities.

Furthermore, I have already started through my transition committee to reach out to both the public and private sectors, including Chamber of Commences and the Office of State Treasurer to identify potential partnership programs. Some of the ideas, which will target a wide audience range, include financial literacy, consumer fraud protection, financial news alerts and the sharing of services and procurements on a regional level.

I am therefore asking you how best the Treasurer's office can reach out and assist your community. I would be greatly appreciative if you could take a few moments out of your busy schedule to let me know about your ideas. You can reach out to me through email at [mbellotti@norfolkcounty.org](mailto:mbellotti@norfolkcounty.org) or my office at 781-461-6110. If you have any questions regarding the attached annual reports, please contact Assistant Norfolk County Director Bill Buckley at 781-234-3436.

I look forward to hearing from you and working together to serve Norfolk County.

Sincerely,

Michael G. Bellotti  
Treasurer, Norfolk County



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

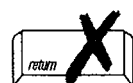
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

*and the Medfield Wetlands Bylaw, Chapter 290*

**A. General Information**

**Important:**

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



From:

Medfield

Conservation Commission

To: Applicant

Mary Ellen Brymer

Name

3 Homestead Drive, P.O. Box 590

Mailing Address

Medfield

City/Town

MA

State

02052

Zip Code

Property Owner (if different from applicant):

Name

Mailing Address

City/Town

State

Zip Code

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

Photos of the trees

Title

spring 2021

Date

Title

n/a

Date

Title

Date

2. Date Request Filed:

January 12, 2021

**B. Determination**

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

Project Description (if applicable):

The removal of three trees, a large pine tree and two smaller trees at 3 Homestead Drive. The trees shall be cut leaving approximately a two-foot stump. There shall be no disturbance of the ground. The applicant is concerned for the safety of home occupant(s) and structure of the home due to the proximity of the large pine tree.

Project Location:

3 Homestead Drive

Street Address

29

Assessors Map/Plat Number

Medfield

City/Town

28

Parcel/Lot Number





# Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

## WPA Form 2 – Determination of Applicability

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

### B. Determination (cont.)

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

#### Positive Determination

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

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

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

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

\_\_\_\_\_  
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Ordinance or Bylaw Citation



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands  
**WPA Form 2 – Determination of Applicability**  
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

## B. Determination (cont.)

- ☐ 6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:
- 
- ☐ 7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):
- ☐ Alternatives limited to the lot on which the project is located.
  - ☐ Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
  - ☐ Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
  - ☐ Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

### Negative Determination

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

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



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

## WPA Form 2 – Determination of Applicability

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

### B. Determination (cont.)

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

Exempt Activity (site applicable statutory/regulatory provisions)

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

Medfield

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Wetlands

Name

Chapter 290

Ordinance or Bylaw Citation

### C. Authorization

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

☒ by hand delivery on

☐ by certified mail, return receipt requested on

April 22, 2021

Date

Date

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

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



**Massachusetts Department of Environmental Protection**  
Bureau of Resource Protection - Wetlands

**WPA Form 2 – Determination of Applicability**

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

**C. Authorization (cont.)**

Signatures

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

Printed Name

**D. Appeals**

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



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

DEP File Number:

**Request for Departmental Action Fee  
Transmittal Form**

Provided by DEP

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

**A. Request Information**

1. Location of Project

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

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

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

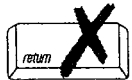
3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

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

4. DEP File Number:

\_\_\_\_\_

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



**B. Instructions**

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

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

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

Department of Environmental Protection  
Box 4062  
Boston, MA 02211



Massachusetts Department of Environmental Protection  
Bureau of Resource Protection - Wetlands

DEP File Number:

**Request for Departmental Action Fee  
Transmittal Form**

\_\_\_\_\_  
Provided by DEP

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

**B. Instructions (cont.)**

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





## **NEGATIVE DETERMINATION OF APPLICABILITY**

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

Applicant: **Mary Ellen Brymer**

Location of Project: 3 Homestead Drive  
Medfield, MA 02052

### **PROJECT DESCRIPTION**

The applicants propose to remove three (3) trees within the 50-Foot No-Disturb Resource Area and Bordering Vegetated Wetlands. The trees to be removed are danger to the house and safety of its occupants. No grinding or disturbance of the ground is proposed.

### **SPECIAL CONDITIONS**

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

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

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

*and the Medfield Wetlands Bylaw, Chapter 290*

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

**A. General Information**

1. Conservation Commission MEDFIELD

2. Issuance a. ☒ OOC b. ☐ Amended OOC

**3. Applicant Details**

a. First Name KEVIN

b. Last Name SZOKE

c. Organization

d. Mailing Address 10 EARLE KERR

e. City/Town MEDFIELD f. State MA g. Zip Code 02052

**4. Property Owner**

a. First Name KEVIN

b. Last Name SZOKE

c. Organization

d. Mailing Address 10 EARLE KERR

e. City/Town MEDFIELD f. State MA g. Zip Code 02052

**5. Project Location**

a. Street Address 10 EARLE KERR

b. City/Town MEDFIELD

c. Zip Code 02052

d. Assessors

Map/Plat#

50

e. Parcel/Lot# 150

f. Latitude 42.19487N

g. Longitude 71.30158W

**6. Property recorded at the Registry of Deed for:**

a. County	b. Certificate	c. Book	d. Page
NORFOLK	570-1996	441	

**7. Dates**

a. Date NOI Filed : 1/26/2021 b. Date Public Hearing Closed: 4/8/2021 c. Date Of Issuance: 4/29/2021

**8. Final Approved Plans and Other Documents**

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

PROPOSED POOL

& DECK PLAN OF COLONIAL

ANTHONY M.

LAND IN

ENGINEERING INC.

DELLORDO, #34303

January 6, 2021

1" = 20'

MEDFIELD, MA

**B. Findings**

**1. Findings pursuant to the Massachusetts Wetlands Protection Act**

Following the review of the the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act.

Check all that apply:

- |   |  |   |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply  | b. <input checked="" type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution        |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries                 | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Ground Water Supply  | h. <input checked="" type="checkbox"/> Storm Damage Prevention   | i. <input checked="" type="checkbox"/> Flood Control                  |

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

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

**Approved** subject to:

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

**Denied** because:

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

3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 40  
a. linear feet

**Inland Resource Area Impacts:(For Approvals Only):**

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

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

9. <input type="checkbox"/> Riverfront Area	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
Sq ft within 100 ft	a. total sq. feet	b. total sq. feet		
Sq ft between 100-200 ft	c. square feet	d. square feet	e. square feet	f. square feet
	g. square feet	h. square feet	i. square feet	j. square feet

**Coastal Resource Area Impacts:**

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

**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

22.

☐ Restoration/Enhancement (For Approvals Only)

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

a. square feet of BVW

b. square feet of Salt Marsh

23.

☐ Streams Crossing(s)

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

a. number of new stream crossings

b. number of replacement stream  
crossings

**C. General Conditions Under Massachusetts Wetlands Protection Act**

**The following conditions are only applicable to Approved projects**

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



**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

the words,

" Massachusetts Department of Environmental Protection"

[or "MassDEP"]

File Number : "214-0684"

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

**NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS**

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

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

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

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

**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

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

**Special Conditions:**

SEE ATTACHED.

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

---

**D. Findings Under Municipal Wetlands Bylaw or Ordinance**

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

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

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

1. Municipal Ordinance or Bylaw \_\_\_\_\_

2. Citation \_\_\_\_\_

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

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

1. Municipal Ordinance or Bylaw WETLANDS

2. Citation CHAPTER 290

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

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

**Massachusetts Department of Environmental Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

**E. Signatures**

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

4/29/2021

1. Date of Original Order

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

4  
2. Number of Signers

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

Signatures:

*Robert Aigler*  
*Mary McCarthy*  
*Michael Perlack*  
*George Darrell*

Print

ROBERT AIGLER  
MARY MCCARTHY  
MICHAEL PERLACK  
GEORGE DARRELL

☒ by hand delivery on

May 4, 2021

☐ by certified mail, return receipt requested, on

Date

Date

**F. Appeals**

The applicant, the owner, any person aggrieved by this Order, any owner of land abutting the land subject to this Order, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate MassDEP Regional Office to issue a Superseding Order of Conditions. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and a completed Request for Departmental Action Fee Transmittal Form, as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Order. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

Any appellants seeking to appeal the Department's Superseding Order associated with this appeal will be required to demonstrate prior participation in the review of this project. Previous participation in the permit proceeding means the submission of written information to the Conservation Commission prior to the close of the public hearing, requesting a Superseding Order, or providing written information to the Department prior to issuance of a Superseding Order.

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

**Massachusetts Department of Environmental  
Protection**

Bureau of Resource Protection - Wetlands

**WPA Form 5 - Order of Conditions**

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

Provided by MassDEP:

MassDEP File #:214-0684

eDEP Transaction #:1276398

City/Town:MEDFIELD

**G. Recording Information**

This Order of Conditions must be recorded in the Registry of Deeds or the Land Court for the district in which the land is located, within the chain of title of the affected property. In the case of recorded land, the Final Order shall also be noted in the Registry's Grantor Index under the name of the owner of the land subject to the Order. In the case of registered land, this Order shall also be noted on the Land Court Certificate of Title of the owner of the land subject to the Order of Conditions. The recording information on this page shall be submitted to the Conservation Commission listed below.

MEDFIELD

Conservation Commission

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

To:

MEDFIELD

Conservation Commission

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

10 EARLE KERR

Project Location

214-0684

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner KEVIN SZOKE

and has been noted in the chain of title of the affected property in:

Book

Page

In accordance with the Order of Conditions issued on:

Date

If recorded land, the instrument number identifying this transaction is:

Instrument Number

If registered land, the document number identifying this transaction is:

Document Number

Signature of Applicant

Rev. 4/1/2010





DEP File No. 214-0684

**ORDER OF CONDITIONS  
with Findings of Facts**

Applicant: Kevin Szoke  
Owner: Same  
Location of Land: **10 Earle Kerr Road, Medfield, MA 02052**  
**Assessor Map 50, Parcel 150**

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

**GENERAL CONDITIONS OF THE COMMISSION**

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

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

21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if the Commission so requests, meet on the site with the Commission, the project supervisor

identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or contractor responsible for carrying out the project so that he understands them.

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

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

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

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

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

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

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

29. The Commission, the DEP, and the agents of either shall have the right to enter and

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

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

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

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

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

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

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

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

the tube.

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

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

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

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

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

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

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

left within any resource area or within any part of the buffer zone if they may alter the adjacent resource area.

42. During and after work on the project, there shall be no discharge or spillage of fuel, oil, or other pollutants onto any part of the Land. If stored on the Land, toxic materials (e.g., petroleum products, paints, thinners, etc.) shall be locked up at the end of each work day. The applicant shall notify the Commission immediately if any discharge or spillage occurs.

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

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

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

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

**FINDINGS OF FACTS AND SPECIAL CONDITIONS**

**I. FINDINGS OF FACTS:**

The proposed project approved under this Order of Conditions (Order) is the construction of a deck, patio and an in-ground swimming pool at 10 Earle Kerr Road, Medfield, MA, Assessor Map 50, Parcel 150.

The Notice of Intent was received on January 26, 2021. The final revised site plan is dated January 6, 2021 and received January 26, 2021. Notice of the public hearing was published in the Metrowest Daily on April 2, 2021. The public hearing was opened on April 8, 2021. The public hearing was closed on April 8, 2021. No one was in attendance to speak for or against the proposed project.

The applicant proposes the installation of an in-ground swimming pool, deck and patio at 10 Earle Kerr Road. The deck is beyond jurisdiction. Part of the pool and patio is within the 100-foot buffer zone of a Bordering Vegetated Wetlands. The majority of the pool and patio is out of the 50-Foot No-Disturb Resource Area. The area of disturbance is presently lawn.

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

The Bordering Vegetated Wetlands on this property and the other resource areas in this area form an important part of a rich, extensive and beautiful wetlands system that comprises other significant wetlands, marshes, and swamps. Subsequently the Commission finds that the resource areas – Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area - are significant to the following interests under the Act and the Medfield Wetland Bylaw: protection of public and private water supplies, groundwater supply, drainage and flood control, prevention of storm damage, prevention of pollution and protection of fisheries and wildlife habitat. See 310 CMR Sec.10:55 and the Medfield Wetlands Bylaw, Chapter 290.

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

them.

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

The Commission finds the work shown on the plan of record will not create significant adverse impact to Bordering Vegetated Wetlands as it is converting grass to an accessory use of a residential single-family home. The lawn in this area shall be no longer maintained as a lawn.

The Commission finds that the resource areas on site Bordering Vegetated Wetlands and 50-Foot No-Disturb Resource Area ( Medfield Wetlands Bylaw, Chapter 290) and its 100-foot buffer zone are significant for protecting ground water, preventing pollution, preventing damage from storms, storing flood waters, protecting fisheries and providing wildlife habitat. See 310 Code Mass. Regs. §§ 10:54, 10:55 and 10:58, and the Medfield Wetland Bylaw, Chapter 290.

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

## II. SPECIAL CONDITIONS:

47. General Condition 10, Page 4 of 10 \* ELECTRONIC COPY, requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it shall read, "**Massachusetts Department of Environmental Protection (or MA DEP) File No. 214-0684.**" That sign shall be located and the lettering made clear enough so that the sign can be read from the street in front of the proposed project. The sign shall not be attached to a live tree. The sign shall remain in place and visible until a Certificate of Compliance is issued for the



activity.

48. Prior to the installation of the erosion control barrier, the applicant shall mark its location at the site. An on-site meeting shall be arranged with the Conservation Agent to confirm the location of the ECB.

49. A continuous line of an erosion control barrier (ECB) shall be installed along the line marked on the Plan of Record as "Erosion Control". **Haybales** shall not be used at the site. See Condition # 50.

50. The ECB shall consist of bark mulch sock with an orange construction fence or other high visibility fencing installed along the **upland (work) side of the erosion control sock**. The erosion control barrier (ECB) shall be installed according to the manufacturer's specifications.

51. Once installed, the erosion control barrier will be inspected by the Commission or its agent **prior to** any site preparation and/or construction activities.

52. The erosion control barrier mentioned in # 50 and #51 shall mark the limit of regrading, disturbance of the surface, cutting or removal of vegetation, and any other work activity associated with the proposed site work unless otherwise approved in the Order.

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

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

55. All excess materials from the excavation of the proposed pool shall be removed immediately.

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

**PLANS:**

A) <u>Title:</u>	Notice of Intent
<u>Dated:</u>	January 25, 2021; received: January 26, 2021
<u>Signed by:</u>	Kevin Szoke, owners/applicants
<u>on file with:</u>	Medfield Conservation Commission (MCC)

B) Title: "Proposed Pool & Deck, Plan of Land, Medfield, MA"  
One Sheet  
Dated: Final Revision Date: January 6, 2021  
Prepared by: Colonial Engineering Inc.  
Stamped by Anthony M. Dellorco, PLS # 34303  
on file with: MCC

57. For projects involving the construction of a house, an addition to a house or an **inground swimming pool**, once the foundation/pool location has been designated on site but **before excavation**, the applicant shall have the location verified by the Commission; and upon completion of the foundation/pool submit to the Commission an as-built interim plan, at the same scale as the proposed plan of record and stamped and signed by a registered professional engineer, surveyor, or landscape architect, showing, in a solid line, the location and dimensions of the foundation as built; in a broken line, the location and dimensions of the foundation as shown on the plan approved by the Commission and specified above in Special Condition # 56; the limits of all resource areas; the edge of the 100-foot buffer zone bordering each resource area; the limits of any floodplain; the distance in feet between the foundation and the nearest part of a resource area; the location and type of sediment controls; the limits of disturbed area; and contours in two-foot intervals.

58. The applicant shall submit with the foundation/pool as-built **interim** plan, a letter stamped and signed by a registered professional engineer, surveyor, or landscape architect stating whether the foundation as constructed differs from the foundation as shown on the plan approved by the Commission and specified above in Condition #56 and, if so, how it differs, whether in location, dimension, distance to the nearest resource area, or otherwise, from the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission. The letter shall also explain the reason for each change from the approved plan.

59. The applicant shall not proceed with framing the foundation or performing finishing pool appurtenances until he has received the written authorization of the Commission. In its discretion, the Commission may choose to review the pool interim plan and letter at a meeting and may require the applicant to attend the meeting.

60. The applicant shall monitor daily, maintain properly, and reinforce or replace as necessary all erosion controls, including without limitation all straw bales, silt fences, and riprap, so that they serve their intended purpose until all adjacent disturbed areas have been stabilized and until the Commission determines that they can or must be removed. The applicant shall notify the Commission promptly and in writing of any deficiencies in erosion controls and of any actions that it has taken or proposes to take to correct the problem, and shall implement all additional erosion and sedimentation controls that it, the Commission, or the DEP finds necessary. The applicant shall remove immediately and by hand any silt or other materials that have entered any

resource area.

61. An adequate stockpile of erosion control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, straw bales, erosion control blankets, stone riprap, filter berms, bark mulch socks or any other devices planned for use during construction.

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

63. The area of construction shall remain in a stable condition at the close of each construction day. Erosion controls should be inspected at this time, and repaired, reinforced or replaced as necessary.

64. Erosion control devices may be modified based upon experience at the site. All such devices shall be inspected, cleaned or replaced during construction and shall remain in place until such time as stabilization of all areas that may impact resource areas is permanent.

65. Refueling, oil changes, and lubrication of all equipment used in construction shall take place outside all areas within the jurisdiction of the Commission unless otherwise indicated on the plan of record.

66. Cement trucks shall not be washed out in any wetland resource or buffer zone area, or into any drainage system. Any deposit of cement or concrete products into a buffer zone or wetland resource area shall be immediately removed.

67. Erosion and sedimentation control devices shall be inspected after each storm event and repaired or replaced as necessary. Any accumulated silt adjacent to the barriers shall be removed.

68. All stockpiles of soils existing for more than one day shall be surrounded by a row of entrenched silt fence, and shall be covered.

69. Erosion control devices shall remain in place and properly functioning until all exposed soils have been stabilized with final vegetative cover and the Conservation Commission and/or its Agent has authorized their removal.

70. Site grading and construction shall be scheduled to avoid periods of high surface water. Once begun, grading and construction shall continue in an expeditious manner to minimize the opportunity for erosion.

71. Grading shall be accomplished so that runoff shall not be directed to the property of others, except as indicated on the approved plan.
72. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource area shown on the Plan and described in the Notice of Intent. This condition shall be referenced in any Certificate of Compliance issued for **10 Earle Kerr Road**, Medfield.
73. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that part of the lawn that is within the buffer zone, and any fertilizers used on that part of the lawn shall be of the slow-release organic granular type, low-nitrogen variety. This condition shall be referenced in any Certificate of Compliance issued for **10 Earle Kerr Road**, Medfield
74. The "Findings of Facts" are incorporated as special condition #74 and given equal status as such.
75. Within thirty (30) days upon completion of construction and final soil stabilization, the applicant shall submit the following to the Conservation Commission to request a Certificate of Compliance (COC):
- (1) A Completed Request for a Certificate of Compliance form (WPA Form 8A) or a written request to the Commission for a Certificate of Compliance.
  - (2) A letter, signed under the penalties of perjury, from a Registered Professional Engineer certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.
  - (3) Two "As-Built" plans signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act and the Medfield Wetlands Protection Bylaw. This plan shall include at a minimum:
    - (a) All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this Order of Conditions and at the same scale as the proposed plan of record;
    - (b) Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, dry wells, and raised bounds, constructed under this Order within any wetland resource area or buffer zone;

- (c) Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components, wells, utility lines, fences, retaining walls, and roads/driveways;
- (d) A line delineating the limit of work, ECB location and wetlands line with flag numbers, - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;
- (e) Final grading elevations shown at 2-foot intervals;
- (f) Any other items, elevations or distances the Commission may specify to ensure compliance with this Order.

76. **After** inspection and approval by the Commission or its agent, the applicant shall promptly remove any erosion controls, including without limitation straw bales or silt fencing, that the Commission deems no longer necessary for protecting the resource areas, and shall properly dispose of them, as well as all silt, debris, or other run-off that they have retained, outside the resource areas and 100-foot buffer zone.

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

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

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

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

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

perpetuity on the Certificate of Compliance.

82. Prior to the issuance of a Certificate of Compliance and/or upon the sale of the property to subsequent owners, the owner shall provide a letter to the Conservation Commission acknowledging that he/she understands the wetland restrictions bound to this property. A copy of this letter shall accompany the written request for a Certificate of Compliance. This condition shall be an ongoing condition and **shall be recorded in the deed and on subsequent deeds.**

83. The following conditions: 72, 73, 77, 78, 79, 80, 81, and 82 shall run with the Land and be binding in perpetuity on all successors in title and assigns of the applicant. This Condition shall be noted on any Certificates of Compliance issued for this Order.



### **Fios® TV Programming Change**

On or after June 30, 2021, Newsy programming on Fios TV channels 113 and 613 will be discontinued and the channel will be removed from the Fios TV line-up. This is a provider-driven change.





May 4, 2021

Board of Selectmen  
Town of Medfield  
459 Main Street  
Medfield, MA 02052

***Re: Programming Advisory***

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As part of that ongoing commitment to keep you informed, we wanted to update you on the following:

The distributor of Newsy informed Comcast that effective June 30, 2021 the channel will cease operation as a traditional TV channel. It will continue to be available as part of the Xumo app.

Customers are receiving notice of these changes in their bill.

Please feel free to contact me at [Catherine\\_Maloney@cable.comcast.com](mailto:Catherine_Maloney@cable.comcast.com) should you have any questions.

Very truly yours,

*Catherine Maloney*

Catherine Maloney, Sr. Manager  
Government Affairs

RECEIVED

MAY 14 2021

MEDFIELD SELECTMEN