



Board of Selectmen  
Meeting Packet  
November 16, 2021



Nicholas Milano &lt;nmilano@medfield.net&gt;

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**Fwd: Blake Middle boiler section****Amy Colleran** <acolleran@email.medfield.net>

Wed, Nov 10, 2021 at 4:32 PM

To: Kristine Trierweiler &lt;ktrierweiler@medfield.net&gt;, Nicholas Milano Cell &lt;nmilano@medfield.net&gt;

Hi Kristine & Nick,

Can I request to be on the next BOS meeting to request Emergency Funding for the replacement of 2 leaking intermediate boiler sections at the Blake Middle School. We had replaced one section of the other boiler last year. I will be requesting \$25k to cover proposal along with \$5k for any unforeseen issues.

Thanks,  
Amy

Begin forwarded message:

**From:** Dan Bandanza [REDACTED]  
**Date:** November 8, 2021 at 3:22:23 PM EST  
**To:** Amy Colleran <acolleran@email.medfield.net>  
**Cc:** wlangille@medfield.net  
**Subject:** Blake Middle boiler section

Amy,

attached is the quote for the replacement of the boiler sections at Blake, please keep in mind that these sections are available now and our supplier will hold them for a week for me, please let me know either way if you are replacing this year, they just got in 100 sections and 2/3rds of them are already spoken for. these took them 14 weeks to get

Thank You

Daniel K Bandanza  
Aalanco Service Corp,  
Project Manager / Sales & Estimating  
80-B Turnpike Road  
Westborough Ma 01581

[REDACTED]  
Office # 1-508-366-1449 x 220

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town of medfield wayne langille middle school section 11 8 21 (1).pdf  
138K



November 8, 2021

Town Of Medfield  
Wayne Langille  
Director of Facility's  
459 Main Street  
Medfield, Ma 02052

RE: Thomas Blake Middle School Boiler Section Replacement boiler #1

Dear Wayne:

Thank you for the opportunity to quote on the replacement of the leaking intermediate boiler section located at the Middle School, Medfield MA.

Per your request Aalanco Service Corporation proposes to Isolate the boiler and break it down into two section blocks and replace the defective SMITH intermediate sections (2). The new sections will be secured with factory authorized repair parts. We shall re assemble the boiler test for leaks and leave online.

All debris will be removed from the premises and properly disposed of.

**Your investment for the specified scope of work will be \$19,640.00 plus applicable tax**

**All Aalanco personnel have been OSHA certified and safety trained to work in all environments required by our customers. All work will be performed in an efficient and professional manner.**

**Please note once we have the boiler apart there maybe more than just one section leaking. If we find any other section you will be notified before any other work is done. Any extra work will be done on a time and material basis.**

#### **CONTINGENCIES**

This proposal has been priced based upon the following contingencies

- Unimpeded access to the worksite
- All work to be performed by Aalanco during normal working hours.
- Aalanco cannot be held responsible for any delays caused by weather, federal, state or local officials, or any other circumstances beyond Aalanco's control.
- Aalanco Service Corporation will not be responsible for any existing code violations that are present prior to the start of work. Aalanco can rectify any violations or code non-compliance, if you so choose, on a time and materials basis separate from this quote.
- Based upon prevailing wage

#### **AALANCO Service Corporation**

80-B Turnpike Road • Westborough MA 01581 • Tel (508) 366-1449 • (800) 215-6698 • Fax (508) 366-1196

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GAS/OIL BURNER SERVICE • MECHANICAL SERVICES • SCHEDULED MAINTENANCE PROGRAMS  
AIR CONDITIONING • BOILERS & BURNERS • TANK INSTALLATION/REMOVAL/TESTING • MOBILE BOILERS

**Exclusions:**

- Repairs to alterations to any existing pipe leaks
- Repairs to alterations to existing building controls
- Repairs to alterations to floor or ceiling products

**Terms:**

Terms are PO# required, payable net 30 days from invoice billed quarterly and a purchase order is required. All jobs are quoted at net price; no additional discounts are allowed unless specified.

**Insurance**

AALANCO Service Corporation recognizes its responsibility to its customers to carry all required insurance.

**Warranty**

All new equipment, supplied by Aalanco Service Corporation, will be covered by the manufacturer's warranty.

If this quote is not signed in acceptance, the only purpose of this proposal is to set forth certain business points. This proposal does not incorporate all the terms and conditions. The preparation and execution of a more detailed and comprehensive written agreement between you and Aalanco Service Corporation is contemplated. AALANCO Service Corporation shall be bound only by the execution of that agreement and not by this preliminary proposal. Aalanco Service Corporation shall have the right to modify or withdraw this proposal at any time before the execution of the contemplated agreement.

Please feel free to contact me if you have any questions or require additional information. This quote will remain valid for 15 days from its date.

Sincerely,

Daniel K Bandanza  
Commercial Account Executive  
Sales / project manager

Company \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

PO # \_\_\_\_\_



## GREEN COMMUNITY ANNUAL REPORT

### Annual Report Tab Coloring Key

Community input required
Examples
Guidance

SELECT COMMUNITY NAME

Medfield

1) In order for a municipality to maintain its Green Community Designation and be eligible for the next available Green Communities Competitive Grant, reports must be submitted **no later than 5:00 PM November 19, 2021 for the reporting period July 1, 2020 – June 30, 2021**

**Late reports WILL deem a community ineligible for the 2022 Competitive Grant.**

2) Please be certain to address all areas in full. If certain requested information does not apply, then please note it as "N/A."

3) Please follow the instruction for reporting on each Criteria on the individual Criterion Excel Sheets.

4) If you have any questions on these reporting requirements, contact your DOER Green Communities Regional Coordinator (RC). The objective is to have a dialogue with Green Communities staff **BEFORE** the report is due so that minimal follow-up with the municipality is required after the due date.

5) Submit your community's full Excel file electronically as Excel via email with any other supporting files to Grant Administrator Jane Pfister - [jane.pfister@mass.gov](mailto:jane.pfister@mass.gov) and your Regional Coordinator. **This page must be signed, made into a PDF, and submitted as a separate file.** Please submit only one Excel file for the annual report. DOER will not accept multiple spreadsheets

6) NOTE: In the case of any criteria violations( e.g. a vehicle purchased that does not meet the fuel efficient vehicle policy), the municipality will be asked to provide a corrective action plan. A first-time violation will be factored into consideration when DOER awards funds under the next available Green Communities funding opportunity. A second violation may prohibit the municipality from being eligible for any funds in the next available Green Communities funding opportunity.

**8) Fields highlighted in yellow should be completed by Green Communities.**

**9) Review the "AR Compliance Checklist" tab and ensure that no items are missing. If any items cannot be provided please offer an explanation.**

Annual Report is complete.

Date Designated:

February-17

**PLEASE NOTE:** For a municipality designated February 2020, the reporting period is 18 months, Jan 1, 2020 - June 30 2021

**Date of Annual Report Submission**

**Name of Preparer of Annual Report**

**Title**

**Municipality Name**

Amy Colleran, Facilities Director;  
Spark Energy Conservation,  
Susan McPhee

Energy Conservation Consultant

**Medfield**

I confirm that I have reviewed this report and verify all information is true.

**Signature of Chief Executive Officer**

The Chief Executive Officer is defined as the manager in any city having a manager and in any town having a city form of government, the mayor in any other city, and the board of selectmen in any other town unless some other officer or body is designated to perform the functions of a chief executive officer under the provisions of a local charter or laws having the force of a charter. Any signatures of designees will be considered an attestation that the signatory has been designated the designee by the municipality.

## GREEN COMMUNITY ANNUAL REPORT

### Required Values

All values that are required to be reported in this annual report are listed here. If an input appears in red, the "Note" column will explain which cell or cells are missing a value. Click the input item name to go to the item in the corresponding input tab. Prior to submitting this annual report please review this tab to make sure no required items are missing. If any item cannot be completed, please provide an explanation.

Inputs				
Overall Annual Report Status	Annual Report is complete			
Tab	Item	Status	Note	Explanation
General Instructions	Select community name	Complete		N/A - This step is required
Crit 1 & 2	Type of as-of-right siting approval received	Complete		
	Type of expedited permitting approval received	Complete		
	1) Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation?	Complete		
	2) Have any significant changes been made to site plan, design, or other development review criteria or any permit review procedures that would impact the ability to permit qualifying clean energy uses as-of-right and in a timely manner?	Complete		
	3) Since your last Annual Report, or Designation Application (if first Annual Report) have any clean energy projects applied for approval under the zoning for which the community received Green Community Designation? Have any clean energy project been approved for construction?	Complete		
	Table 1	Complete		
	Is Regional School District (RSD) energy included?	Complete		
	What is the name of the RSD?	Complete		
	How is RSD energy included?	Complete		
	% or names of RSD building energy included	Complete		
Crit 3 - Overview	Does the community use MEI?	Complete		
	Date MEI was last verified	Complete		
	Does the community use an EMS Agreement?	Complete		
	Date EMS filed with DOER	Complete		
	Does the community use conventionally net meter renewable energy produced within the community?	Complete		
	Brief narrative of changes seen and anticipated.	Complete		
	Has the community had any building stock changes since it's baseline year?	Complete		
	Have any building stock changes occurred since your last Annual Report?	Complete		
	Building stock change narrative	Complete		
	Building stock change calculator complete for all building stock changes that have occurred since the baseline year	Complete		
Crit 3 - Table 2 Progress	Does the Community use Calendar Year (CY) or Fiscal Year (FY)?	Complete		
	Baseline Year	Complete		
	Building Stock Change Adjustment - Current year	Complete		
	Regional School Prorated - Baseline year	Complete		
	Regional School Prorated - Current Year	Complete		
	TOTAL ENERGY CONSUMPTION (NO Weather Normalization) - Baseline year	Complete		
	TOTAL ENERGY CONSUMPTION (NO Weather Normalization) - Current year	Complete		
	Weather Normalized Consumption (without building stock adjustment) - Baseline year	Complete		
	Weather Normalized Consumption (without building stock adjustment) - Current year	Complete		
	Building Stock Change Adjustment (weather - normalized) - Current year	Complete		
	Regional School Prorated (weather-normalized) - Baseline year	Complete		
	Regional School Prorated (weather-normalized) - Current year	Complete		
Crit 3 -Tbl 3 for Non-MEI Users	Select plan year	Complete		
	Subtotal for buildings	Complete		
	Total energy consumption	Complete		
Crit 3 - Table 4 ECMs	Enter at least one ECM	Complete		
Crit 3 - Table 5 RE	If the community uses renewable energy, complete Table 5	Complete		
	1) Replaced an exempt or non-exempt vehicle?	Complete		
	2) Acquired a new exempt or non-exempt vehicle, and/or conducted inter-departmental vehicle transfers?	Complete		
	3) Installed an electric vehicle charging station?	Complete		

<b>Crit 4 - Vehicle Policies</b>	4) Installed idle-reduction technology on any vehicles?	Complete		
	5) Implemented anti-idling technology and/or campaigns?	Complete		
	6) Implemented a driving monitoring system that records miles driven and/or fuel consumption?	Complete		
	7) Implement a fuel use reporting system for operators on fuel efficiency ?	Complete		
	8) Implement any other policies and/or technologies not listed above?	Complete		
	Narrative for #8	Complete		
	9) Does the community met Criterion 4 through alternative compliance?	Complete		
	Narrative for #9	Complete		
	10) For communities that met Criterion 4 through alternative compliance, provide as a status regarding the success of these programs and policies.	Complete		
<b>Crit 4 - Vehicle Inventory</b>	If the community replaced an exempt or non-exempt vehicle during FY fill out Table 6 (Acquisitions and Retirements)	Complete		
	If the community has acquired a new vehicle or transferred a vehicle in the FY fill out Table 6 (Acquisitions)	Complete		
<b>Crit 5 - Stretch Code compliance</b>	Is the stretch code still in effect?	Complete		
	Were any residential occupancy permits issued since your last Annual Report or Designation Application (if first Annual Report)?	Complete		
	How many occupancy permits were issued for new commercial construction over 100,000 sq.ft.?	Complete		

**Criteria 1 and 2****Type of as-of-right siting approval received:**

\*"Community\_Siting" is the type of as-of-right siting approval the community has included in past annual reports.

Generation; Solar

**Type of expedited permitting approval received:**

\*"Community\_Permitting" is the type of expedited permitting approval the community has included in past annual reports.

Local

**REGULATIONS (zoning & permitting):**

1) Since your last Annual Report, or Green Communities Designation Application (if first Annual Report) **Have any significant changes been made to the zoning district(s) for which the community received Green Communities designation?** Significant changes, such as changes to the geographic extent of the district, allowed uses, and dimensional requirements, would impact the ability to construct a qualifying clean energy use in the district. Overlay districts, such as water protection districts that impose special permitting requirements, count as significant changes.

If yes, submit the same documentation required for designation for CR1 to verify that you still meet the requirements (applicable sections of the zoning by-law, definitions, as well as a revised zoning map.)

Select YES or NO in the dropdown on the right.

NO

2) Have any significant changes been made to **site plan, design, or other development review criteria** or any permit review procedures that would impact the ability to permit qualifying clean energy uses as-of-right and in a timely manner? Significant changes would be anything that pertains to the "by-right" nature of the zoning or to the amount of time necessary to review required permits.

If yes, attach a letter from municipal counsel that describes the changes, illustrates any potential impact on the siting of clean energy projects, and affirms continued compliance with the Green Communities As-of-Right Zoning and Expedited Permitting criteria.

Select YES or NO in the dropdown on the right.

NO

**NARRATIVE:** N/A

**PERMITTING:**

3) Since your last Annual Report, or Designation Application (if first Annual Report) have any clean energy projects applied for approval **under the zoning for which the community received Green Community Designation?** Have any clean energy project been approved for construction?

Select YES or NO in the dropdown on the right. If YES, fill out or update Table 1 below:

NO

Yellow cells are required, and grey cells do not need to be completed.

Table 1  
Expedited Permitting Projects During Reporting Year (Please add rows as required)

[Click here to view a sample version of this table.](#)

PROJECT NAME	Project Address	Type (Generation (Capacity), R&D, and/or Manufacturing)	Is the project located in an as-of-right zoning district? (Yes/No)	Applicant	As-of-right zoning district name	Project Description	Status	Date Submitted	Decision Date
To insert additional rows, select this row, right-click, and select "Insert."									

**Criterion 3 Instructions: Complete Steps 1-7 Below****1. Read and complete all questions below.****2. Complete Table 2: Progress**[Go to Table 2](#)

Complete Table 2 for **baseline year** and **reporting year**, located 3 tabs to the right. ALL categories are required, with the exception of open space.

Fuel use from all vehicles, including those characterized as exempt AND non-exempt under Criterion 4, must be included.

Renewable Energy is a fuel source and the amount of renewable energy consumed by the Green Community must be included.

If you are using MEI, note that there is a report available (entitled Annual Report Table 2). This contains the data you need to enter into Table 2, located 3 tabs to the right. Note also that if you click on the "years" down arrow on that MEI report, you can choose which year is your baseline year.

**Regional School District**

The community has not included RSD energy use in past annual reports.

Does the community include energy from a Regional School District in their total energy consumption?

**No****3. Complete Table 3: Energy Use (NON-MEI Users)**[Go to Table 3](#)

In the past the community has used MassEnergyInsight to track energy use.

Does the community use MassEnergyInsight (MEI) to provide data for Table 2?	<b>Yes</b>
	11/3/21

**4. Complete Table 4: Energy Conservation Measures (ECMs)**[Go to Table 4](#)

Update your ECMS in Table 4 by: 1) listing measures that were **completed since you submitted last Annual Report or Green Communities Designation as applicable**, 2) listing new measures planned or in progress, 3) and providing an ECM type in Column F. All ECMS should be included in Table 4, NOT only ECMS funded by Green Communities grants.

Does the community use an Energy Management Services (EMS) Agreement?	<b>No</b>

**5. Complete Table 5: Renewable Energy Projects**[Go to Table 5](#)

In the past the community has reported conventionally-net metered renewable energy use.

Renewable Energy projects reported in previous annual reports: WasterWater Treatment Plan, Police (Public Safety Building)

Update your **conventionally net-metered** (aka "behind the meter") RE projects in Table 5 by: 1) changing any status dates, and 2) adding any new RE projects.

Does your Green Community use any energy produced by renewable energy within your community (**conventionally net metered renewable energy**)? For example, solar PV systems installed on school or municipal buildings and the building uses the electricity generated, or a biomass boiler installed in a municipal building. Please select YES or NO in the dropdown on the right. If YES, complete Table 5 and be sure to include the renewable energy consumed in the building's MassEnergyInsight account or whatever energy tracking tool your community uses

**Yes****6. Provide a Narrative**

Provide a brief narrative explaining changes seen and what is anticipated for the next year. Any notes on successes or challenges are welcome. Also include changes in building operating hours as well as building use, and/or significant changes in municipal fleet operations. **Identify top 3 buildings in terms of energy consumption (including schools) and note how efficient these buildings are by reporting their kBtu/s numbers.** MEI users can find this information by looking at the "Buildings to Target" report; provide a brief statement addressing change in the past year and, if applicable, describe plans for improving building performance next year

**Sample Narrative:** Our buildings have a 12 percent decrease in energy use and the vehicles have a 4 percent reduction. We are also intending to implement a large retrofit at the drinking water treatment plant this year that should yield a significant level of savings. We are seeing an uptick in energy use in our library, now that it open 10 more hours a week. Our top 3 energy-using buildings are our high school (68 EUI), middle school (68 EUI) and town hall (78 EUI). Energy use in all three buildings has been fairly consistent over the past year. The middle school boiler has reached the end of useful life and is scheduled to be replaced in 2 years. We have implemented projects in the Town Hall and would have expected larger savings. We are investigating this.

**NARRATIVE:**

Medfield continued to make progress toward our 20% goal this year with a 10.8% overall reduction. Buildings use was down 18.7% and street/traffic light use was down 61.8%, reflecting the LED street light project completed previously. Medfield's three buildings to target, based on energy intensity, are the Pfaff center (89.8 kBtu/sq.ft.), Dale ES (86kBtu/sq.ft.) and Memorial ES (73.9kBtu/sq.ft.). However, the HighSchool is a major focus with a kbtu of 72.7/sq.ft., and 11,666 MMBTUs FY21 energy usage - it has the greatest CO2 emissions in Medfield. We look forward to seeing the impact of an EMS recommissioning project and 2 lighting projects done through GCGrant this year at MHS as well as LED and steam trap projects at Dale ES. The Blake Middle School is also a building to note with an EUI at 68.24 kBtu/sq.ft. and use of 8,381 MMBTUs. Blake is our second highest CO2 emitter.

**7. How has COVID-19 impacted your community's building energy use this past year?**

Provide a brief narrative describing changes made to building operations due to the COVID-19 pandemic that may have impacted energy use. If you see a reflection of those changes in energy use, please describe. Do you anticipate these changes will impact your building energy use in upcoming years as well?

**Sample Narrative:** During the COVID-19 pandemic last year we shut down all Elementary Schools from March through August. To ensure fresh air and ventilation, we also adjusted the building controls schedules at our High School to full occupancy, around the clock. We saw a significant drop in Elementary School energy use and an increase in High School energy use due to these changes. The Elementary Schools are opened up again, and will likely have an increase in energy use going forward due to HVAC upgrades made for increased air circulation. The High School will also likely use more compared to year's past because of changes to controls schedules to allow for an increase in air circulation during operating hours.

**COVID-19 Impact Narrative:**

At the onset of COVID, all of our Buildings were closed to most staff and all visitors. I am proud to say we had 100% of our Pre-K / K and 1st graders back to school last January. All our other schools followed each month. Our HS was last to return to school in early April. Our Town Buildings reopened to the public in September of 2020.

This was not an easy task to prepare the buildings for the return to "normal". Convincing staff and visitors that it is safe to return was not easy (especially in the schools). I do not think we will ever go back to the old "normal"; I think the new "normal" will look a bit different.

All our building use has subsided tremendously since the COVID outbreak. Our schools are still not renting spaces to outside vendors but sports teams are allowed to practice inside. For our Town Buildings I see a very slow return to "all in person" meetings. I do not see a change coming till at the last the mask mandate is lifted. One of the largest changes that had taken place at our School and Town buildings due to COVID has been the fresh air intake parameters for maximum air exchanges.

**8. Building Stock Changes**

*Buildings included in previous annual reports: Public Safety Building/Police*

Has the community had any building stock changes since it's baseline year?

**Yes**

Please complete the Building Stock Change Calculator. Include all building stock changes that have occurred since the baseline in the current year.

Have any building stock changes occurred since your last Annual Report or Designation (if first Annual Report)?

**No**

## INSTRUCTIONS on how to calculate your prorated energy use for building stock changes

### All building stock changes that have occurred since the baseline year should be reported here.

Please keep track of the prorated use for every year you are reporting on. If you submitted an Annual Report last year, you only need to report on this current reporting year. If this is your community's first Annual Report, enter the building stock changes as needed. If your community did not submit an Annual Report last year, report on last years' building stock changes as needed.

### USE THIS CALCULATOR FOR ALL BUILDING STOCK CHANGES

This Building Stock Changes Calculator is for both **new buildings replacing existing buildings** and **building additions**. Different information is to be entered depending on whether you are entering a new building or an addition. Make sure to follow the instructions in Row 11 for each column. You are only required to enter information into the yellow cells in the table. The green cells in the table will populate when the relevant information is entered. The orange cells in the worksheet (columns M and P) are the numbers that will be used to adjust the Total Energy Use for the year, and will automatically populate in Table 2 Progress (the worksheet). To use this calculator, enter any new buildings and building additions that occurred. Start with Building One, if you have more than one applicable building in a given year then move on to Building Two, etc. Use the "BUILDING ONE" label to the actual name of the building (e.g. Senior Center, High School, Police Station).

If your community has more than 5 buildings to include in this calculator, please select the "BUILDING 5" row for each applicable year and insert rows. This will ensure that all buildings are included in the table. Additionally, drag down the formulas in columns G, J, and L to newly added rows.

### Building Stock Changes Calculator

Enter the name of the building in the appropriate cell, e.g. change "BUILDING ONE" to "High School". Name should match the name in MEI.	If NEW BUILDING, enter the <u>OLD</u> BUILDING's sq. footage, if ADDITION, enter the building's sq. footage, if ADDITION, enter the building's sq. footage <u>BEFORE</u> the addition	If NEW BUILDING, enter the <u>NEW</u> BUILDING's sq. footage, if ADDITION, enter the building's sq. footage, if ADDITION, enter the building's sq. footage <u>AFTER</u> the addition	THIS COLUMN WILL POPULATE % of energy to include	Non Weather-Normalized energy use (MMBTU) - this can be found in MassEnergyInsight Energy Reduction Plan Guidance Table 3 (MMBtu)	If NEW BUILDING enter the number 12. If ADDITION, enter the # of months the addition was online during the reporting yr.?	Non Weather-Normalized Prorated energy use (MMBTU) -	Weather-Normalized energy use (MMBTU) - This can be found in MassEnergyInsight - Annual Building Energy Use - Weather Normalized	Weather-Normalized Prorated energy use (MMBTU)	Total Non-Weather-Normalized Energy Use	Total Prorated Non-Weather-Normalized Energy Use	Difference to be used to adjust Non-Weather-Normalized total - This will populate the appropriate cell in Table 2 - Progress
<b>2021</b>											
Police	13,920	36,500	38%	3,197	12	1219	3,116	1188			
BUILDING TWO			0%			0			0		
BUILDING THREE			0%			0			0		
BUILDING FOUR			0%			0			0		
BUILDING FIVE			0%			0			0	3197	1219
<b>2020</b>											
Police	13,920	36,500	38%	2,850	12	1087	3,104	1184			
BUILDING TWO			0%			0			0		
BUILDING THREE			0%			0			0		
BUILDING FOUR			0%			0			0		
BUILDING FIVE			0%			0			0	2850	1087
<b>2019</b>											
Police	13,920	36,500	38%	3,044	12	1161	3,065	1169			
BUILDING TWO			0%			0			0		
BUILDING THREE			0%			0			0		
BUILDING FOUR			0%			0			0		
BUILDING FIVE			0%			0			0	3044	1161

**Criterion 3 Step 2: Complete Table 2 - Progress**

**Table 2 Instructions:** 1) Enter your community's baseline year (including whether it's a Fiscal Year or Calendar Year); 2) Enter total MMBtus per category (Rows 10-15) for the baseline year and the current reporting year. In MassEnergyInsight, this information is available in the "Annual Report Table 2" report; 3) If this is your community's first Annual Report, enter the energy consumption for past years as needed; 4) If your community did not submit an Annual Report last year, enter energy data for 2020 and 2021; 5) If your baseline includes a proportion of energy consumed by a regional school district, provide the pro-rated energy use in Row 18 for non weather-normalized use and Row 22 for weather-normalized use. Attach a worksheet (add a tab to this workbook) listing the buildings, their total energy use, and calculations on how you arrived at their prorated use; 6) If your community needs to pro-rate energy use due to building stock changes, use the calculator provided on the tab to the left and enter the resulting numbers in Row 17 for non weather-normalized data, and in Rows 21 for weather-normalized data.

**WEATHER NORMALIZED DATA - DOER is requiring Green Communities to assess their progress using weather-normalized data through a DOER-approved weather normalization methodology. Qualifying methods include use of MassEnergyInsight or Energy Star Portfolio Manager. Please contact your Regional Coordinator for assistance if you use a different energy-tracking tool. Enter weather-normalized total energy consumption in Table 2, Row 20. In MassEnergyInsight, this information is available in the "Annual Report Table 2" report**

Does the Community use Calendar Year (CY) or Fiscal Year (FY)?	FY
--	----

**Table 2: Timeline of Annual Municipal Energy Use**

	Baseline MMBtu	2019	2020	2021 MMBtu	For Most Recent Year: Change vs. Baseline (%)
	2015	2019	2020	2021	
Null					Enter baseline year consumption in column D
Buildings	51,691	44,878	39,584	42,049	18.7%
Open Space	53	88	80	96	-81.1%
Street & Traffic Lights	390	389	341	149	61.8%
Vehicles	7,318	6,888	6,979	7,315	0.0%
Water/Sewer	7,530	7,529	6,979	8,078	-7.3%
Building Stock Change Adjustment		-1883	-1763	-1978	
Regional School Prorated					
<b>TOTAL ENERGY CONSUMPTION (NO Weather Normalization)</b>	<b>66,982</b>	<b>57,889</b>	<b>52,200</b>	<b>55,709</b>	<b>16.8%</b>
Weather Normalized Consumption (without building stock adjustment)	62,232	59,504	57,847	57,443	7.7%
Building Stock Change Adjustment (weather - normalized)		-1896	-1920	-1928	
Regional School Prorated (weather-normalized)					
<b>TOTAL ENERGY CONSUMPTION (Weather-Normalized)</b>	<b>62,232</b>	<b>57,608</b>	<b>55,927</b>	<b>55,515</b>	<b>10.8%</b>

[Click here to return to Table 4](#)

Table 4  
SAMPLE Energy Conservation Measures Data

ECMs				Status		Energy Data					Financial Data				Reference Data			
Category	Building/Site Name	Energy Conservation Measure Name	ECM Type (select one from drop-down)	Status (select one from drop-down)	Status Date (Month -year completed or planned)	Projected Annual Electricity Savings (kWh)	Projected Annual Natural Gas Savings (therms)	Projected Annual Oil Savings (gallons)	Projected Annual Propane Savings (gallons)	Projected Annual Gasoline Savings (gallons)	Projected Annual Diesel Savings (gallons)	Projected Annual Cost Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)	Funding Source(s) for Net Costs	Source for Projected Savings
Buildings	Green School	Lighting Retrofit	Interior Lighting	Complete	Feb-20	95,252	0	0	0	0	\$8,000	\$25,000	\$0	\$12,500	\$12,500	Town Capital Plan FY2011	<a href="http://www.energystar.gov/ia/business/downloads/BP_Checklist.pdf">http://www.energystar.gov/ia/business/downloads/BP_Checklist.pdf</a>	
Buildings	Town Hall	Air Sealing	Weatherization	Active	Dec-20	0	230	0	0	0	\$1,100	\$3,500	\$1,750	\$1,750	\$0	N/A	A-Z Energy Audit, 2008	
Buildings	Town Hall	New Boiler	HVAC	Planned	Nov-22	0	17,122	0	0	0	\$5,000	\$50,000	\$35,000	\$15,000	\$0	N/A	Boilers-to-Go Quote, 2009	
Street Lights		LED Conversion	Exterior Lighting	Active	Jan-21	6,000	0	0	0	0	\$2,500	\$5,000	\$0	\$2,500	\$2,500	Town Operating Budget FY2011	<a href="#">LED Signals Today Quote, 2009</a>	
Buildings	Drinking Water Treatment Plant	2 Variable Speed Drives	Pump/Motor/Drive	Complete	Mar-20	500,000	0	0	0	0	\$40,000	\$200,000	\$0	\$100,000	\$100,000	Town Bond FY2016	<a href="#">Energy Masters Technical Study, 2010</a>	
Vehicles		Anti-idling retrofit for 2 police cruisers	Vehicles	Planned	Aug-20	0	0	400	400	400	\$4,500	\$6,000	\$0	\$0	\$6,000	Town Operating Budget FY2018	<a href="http://green.autoblog.com">green.autoblog.com</a>	
TOTAL Projected Savings						601,252	17,352	400	400	400	400	\$61,100	\$289,500	\$36,750	\$131,750	\$121,000		
TOTAL MMBtu SAVINGS						4,662	2,051	2,412	50	50	50							

Criterion 3 Step 4: Update Table 4 - ECMs

were listed as "planned" or "active" in last Annual Report or Energy Reduction Plan and add new projects.  
Only ECMs funded by Green Communities grants.

[Click here to view a sample version of this table.](#)

Table 4  
Energy Conservation Measures Data

Projects that were listed as "planned" or "active" in last Annual Report or Energy Reduction Plan and add new projects.			Table 4 Energy Conservation Measures Data										Reference Data					
Building/Site Name	Energy Conservation Measure Name	ECM Type (select one from drop-down)	Status		Energy Data					Financial Data				Funding Source(s) for Net Costs	Source for Projected Savings			
			Status (select one from drop-down)	Status Date (Month/year completed or planned)	Projected Annual Electricity Savings (kWh)	Projected Annual Natural Gas Savings (therms)	Projected Annual Oil Savings (gallons)	Projected Annual Propane Savings (gallons)	Projected Annual Gasoline Savings (gallons)	Projected Annual Diesel Savings (gallons)	Projected Annual Cost Savings (\$)	Total Installed Cost (\$)	Green Community Grant (\$)	Utility Incentives (\$)	Net Cost (\$)			
Plaaff Recreation Center	Lighting	Exterior Lighting	Complete	Winter 2020	12,486						\$2,060	\$7,050		\$7,050	\$0	No cost to Town	Commonwealth Electrical	
Blake Middle School	Roof Top Units Repair	HVAC	Planned	FY2021							40,00							
Blake Middle School	Replace Shut Off Valves	Hot Water	Planned	FY2021							\$20,000							
Blake Middle School	Replace HW heater	HVAC	Abandoned	FY2022							\$20,000							
Blake Middle School	Replace Shut Off Valves	Hot Water	Planned	FY2022							\$15,000							
Blake Middle School	Gym HVAC/Fan Coil Unit Replace,ent	HVAC	Planned	FY2022							\$40,000							
Blake Middle School	Replace windows at curtain wall café	Weatherization	Planned	FY2022							\$30,000							
Blake Middle School	Replace seals at Windows/Doors	Weatherization	Planned	FY2024							\$200,000							
Blake Middle School	Brick Façade Repair Engineering	Weatherization	Planned								\$40,000							
Blake Middle School	brick façade repair	Weatherization	Planned								\$300,000							
Blake Middle School	Roof Insulation	Weatherization	Planned	Summer 2020	1,111	6,212					\$7,144	\$100,000		\$50,000	\$50,000	Green Community	Rise Engineering (Append	
Blake Middle School	New DHW Storage	Hot Water	Planned	Summer 2022		1,050					\$1,202	\$8,000		\$4,000	\$4,000	Green Community	Rise Engineering (Append	
Blake Middle School	DHW Heat Pumps	Hot Water	Planned	Summer 2022	-34355	6,154					(\$373)	\$99,950	49950	\$50,000	\$50,000	GCG'21 /Town B	BlakeMS HeatPump. HW	
Blake Middle School	Low-Flow Aerators and Sh	Hot Water	Planned	Winter 2021		719					\$827	\$720		\$720	\$0	N/A	Rise Engineering (Append	
Council on Aging	Building Envelope Repair	Weatherization	Planned	FY2024								\$12,000						
Council on Aging	COA Entrance	Weatherization	Abandoned	Winter 2020		0					\$0	\$0				\$0	0	Town of Medfield
Dale Street Elementary School	Replace Tempering Valves	Hot Water	Planned	FY2021								\$12,000						
Dale Street Elementary School	Replace Shut Off Valves	Hot Water	Planned	Fy2024								\$20,000						
Dale Street Elementary School	Exterior LED	Exterior Lighting	Complete	Fall 2020	2,339						\$386	\$886	301	\$585	\$0	GCG '20	Rise Engineering (Append	
Dale Street Elementary School	Steam traps	HVAC	Complete	Winter 2020		5,211					\$5,993	\$35,000	17500	\$17,500	\$0	GCG '20	Rise Engineering	
Dale Street Elementary School	Low-Flow Aerators and Sh	Hot Water	Planned	Winter 2021		522					\$600	\$414		\$414	\$0	N/A	Rise Engineering (Append	
High School	Lighting control	Interior Lighting	Planned	Summer 2022	78,737						\$14,960	\$75,581	\$52,941	\$7,640	\$15,000	Muni Bldg Stabilization Fund / GCG'21	H.S. lit contr.prop.prop.1.10.21	
High School	Air Handling Units (replace/repair)	HVAC	Planned	FY2022								\$10,000						
High School	Exterior door replacement	Weatherization	Planned	FY2022								\$10						
High School	Rooftop Units (RTU) Repair	HVAC	Planned	FY2022								\$20,000						
High School	Replace Shut Off Valves	Hot Water	Planned	FY2022								\$10,000						
High School	Replace Shower Head	Hot Water	Planned	FY2022								\$8,000						
High School	Window repair	Weatherization	Planned	FY2023								\$40,000						
High School	Brick Façade Repair	Weatherization	Planned	FY2023								\$50,000						
High School	Envelope sealant replacement	Weatherization	Planned	FY2023								\$303,000						
High School	window weatherstripping	Weatherization	Planned	FY2024								\$20,000						
High School	Window sealant replacement	Weatherization	Planned	FY2025								\$200,000						
High School	boiler replacement	HVAC	Planned	FY2025								\$100,000						
Medfield High School	EMS	Retrocommission	Complete	Fall 2020	128,186	7,794					\$30,088	\$88,800	88,800	\$0	N/A	GCG '20	Trane p2 Scope of Work/p	
Medfield High School	Behavioral Based Measur	Behavioral and Training	Planned	Fall 2021	72,649						\$8,718	\$1,000		Pay-for-Perform	\$1,000	Green Community	MAPC (Appendix D1)	
Medfield High School	Low-Flow Aerators and Sh	Hot Water	Planned	Winter 2021		1,052					\$1,209	\$1,114		\$1,114	\$0	N/A	Rise Engineering (Append	
Medfield High School	LED lighting	Interior Lighting	Planned	Summer 2022	29,841						\$5,670	\$35,115	\$22,355	\$6,260	\$6,500	GCG'21 / Muni Bld	HS Other Areas LED.proj	
Medfield High School	Lighting Control Nodes	Exterior Lighting	Complete	Spring 2021	28,936						\$4,774	\$12,563	\$8,941	\$3,622	\$0	GCG '20	Rise Overview/pricing p.4	
Medfield High School	Library LED retrofit	Interior Lighting	Complete	Spring 2021	13,401						\$3,263	\$23,735	\$14,367	\$9,368	\$0	GCG '20		
Medfield High School	Gym LED retrofit	Interior Lighting	Planned	Jun-22	27,955						\$5,311	\$23,682	\$17,382	\$6,300	\$0	GCG '21	HS GYM LED proj.2,prop.	
Library	Brick Façade Engineering/Repair	Weatherization	Planned	FY2022								\$70,000						
Library	EPDM Roof Engineering/Repair	Weatherization	Planned	FY2022								\$60,000						
Library	Exterior Sealant Repair	Weatherization	Planned	FY2023								\$20,000						
Library	ATC Controls Upgrade	Building Control	Planned	FY2024								\$10,000						
Medfield Public Library	EMS	Building Controls Installat	Planned	Summer 2024	2,605	213					\$685	\$50,000		\$9,600	\$40,400	Green Community	Rise Engineering (Append	
Medfield Public Library	Attic Air Sealing	Weatherization	Complete	Winter 2020	521	381					\$380	\$3,500		\$1,750	\$1,750	Town Budget	Rise Engineering (Append	
Medfield Public Library	Attic Insulation	Weatherization	Complete	Winter 2020	73	86					\$86	\$2,500		\$0	\$2,500	GCG '20	Rise Engineering (Append	
Medfield Public Library	Low-Flow Aerators	Hot Water	Complete	Winter 2021	3,984						\$637	\$88	88	\$0	\$0	GCG '20	Rise Engineering (Append	
Medfield Public Library	Pipe Insulation	HVAC	Planned	Winter 2021		46					\$46	\$600			\$600	Green Community	Rise Engineering (Append	



**Please refer to Guidance on Reporting Renewable Energy Generation and Only Include Projects with Conventional Net Metering (scenario 1 and scenario 2) in Table 5**

**Criterion 3 Step 5: Complete Table 5 - Renewable Energy**

#### Criterion 4 - Purchase Fuel Efficient Vehicles

Since your last Annual Report OR Green Communities Designation (if first Annual Report) has your municipality...

1) Replaced an exempt or non-exempt vehicle?

YES

2) Acquired a new exempt or non-exempt vehicle, and/or conducted inter-departmental vehicle transfers?

YES

**NOTE: Inter-departmental transfers must comply with MPG requirements of Fuel Efficiency Policy**

If the answer to #1 and/or #2 above is "yes", Please provide a list of all vehicles (Both exempt and non-exempt) for ALL departments, including schools (as appropriate), that were acquired, retired and/or transferred in since your last Annual Report or Designation Application (if first Annual Report). Please do not report any exempt off-road vehicles, trailers, etc. In the spreadsheet on the following tab (Crit 4 -Table 6), 1) List in the top table all vehicles acquired or transferred since the last annual report, noting which vehicles they are replacing, and/or 2) List all vehicles removed from the municipal fleet in the bottom table

3) Installed an electric vehicle charging station during the reporting period (July 1, 2020-June 30, 2021)?

NO

4) Installed idle-reduction technology on any vehicles during the reporting period (July 1, 2020-June 30, 2021)?

NO

5) Implemented anti-idling technology and/or campaigns during the reporting period (July 1, 2020-June 30, 2021)?

NO

6) Implemented a driving monitoring system that records miles driven and/or fuel consumption during the reporting period (July 1, 2020-June 30, 2021)?

NO

7) Implement a fuel use reporting system for operators on fuel efficiency during the reporting period (July 1, 2020-June 30, 2021)?

NO

8) Implement any other policies and/or technologies not listed above during the reporting period (July 1, 2020-June 30, 2021)?

NO

Estimate annual fuel savings from each new technology or policy in the yellow box below. Also attach any new vehicle policies and technologies adopted by the municipality to this annual report.

N/A

9) Does the community meet Criterion 4 through alternative compliance?

NO

## Changes in Vehicle Inventory

Provide a list of all vehicles (both exempt and non-exempt) for ALL departments, including schools, that were acquired, retired, and/or transferred to other departments since your last Annual Report or Designation Application (if this is your community's first Annual Report). Please do not report any exempt off-road vehicles, trailers, streetsweepers, etc.

NOTE: For the purposes of the program, municipalities must use the EPA combined fuel economy estimate listed at [FuelEconomy.gov](http://FuelEconomy.gov) for vehicles with a GVWR < 8,500 pounds. If the vehicle is not listed on [FuelEconomy.gov](http://FuelEconomy.gov) then list N/A for MPG rating.

**List new acquisitions in this table**

**List vehicle retirements in this table**



# **Town of Medfield**

## Contract Cover Sheet

Department:

Department Head:

Contractor:

Contract Amount

### Description of contract services:

Tetra Tech will provide peer review services for stormwater permit applications submitted to the Board of Health.

### Contract funding source:

Peer review services shall be paid by the applicant.

### Contract term:

Through June 30, 2022 with two 1-year options to extend

### Does this replace an existing contract?

Board of Health stormwater peer review services were previously provided by EBI Consulting.

### 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

**CONTRACT # Medfield 2021-13**

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

This Contract is made this \_\_\_\_ day of November, 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 Tetra Tech Inc., having a usual place of business at 100 Nickerson Road, Marlborough, MA 01752, hereinafter referred to as the "Contractor".

**WITNESSED:**

Whereas, the Contractor submitted a written quotation to the Town to perform Stormwater Engineering Consulting Services for the Board of Health, 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 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 Attachment A, as well as, all services necessary or incidental thereto.
3. Receivable: The Contractor shall deliver Letter Report(s) as identified in the Proposal.
4. Source of Payment: Limitation of Town's Liability. Consultant acknowledges that the fees for its services are being paid by the project applicants, aspects of which the consultant is reviewing, and that Town is not and shall not be individually liable therefor; Town represents that the funds, which it has received from the developer are sufficient to pay for Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional reviews are required, the Consultant will notify the Town and the Town will obtain additional funds from the Developer. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional review. **It shall be Consultant's responsibility to ensure that it has been notified by the Town that additional funds have been received prior to Consultant's undertaking any additional Town-requested services.** Consultant shall not exceed the

amounts specified without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

5. **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.
6. **Contract Term:** Initial one year agreement, with the Town retaining the “sole” option for two additional one (1) year renewals.
7. **Payment for Work:** The Town shall pay for the Program in accordance with the pricing in the Proposal. 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.
8. **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 negligent 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.
9. **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 consulting engineering industry currently practicing under similar circumstances in the same geographic area. 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.
10. **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.
11. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Professional Liability, and 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.
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 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

*(Contractor)*

Board of Selectmen

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Town of Medfield, MA

\_\_\_\_\_  
Mark G. Cerel, Town Attorney

\_\_\_\_\_  
Kristine Trierweiler, Town Administrator



Attachment A



AUGUST 4, 2021

# Technical Proposal

*For Stormwater Design Peer Review  
Engineering Services*

**Submitted to:**

The Medfield Board of Health

**Submitted by:**

Tetra Tech, Inc. 100 Nickerson Road, Suite 200. Marlborough, MA 01752.

Mr. Sean Reardon, PE, Vice President sean.reardon@tetrtech.com 508.786.2230



August 4, 2021

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

**Re: Consulting Engineering Services: Stormwater Design Peer Review Engineering Services  
For the Board of Health**

Dear Kristine:

Tetra Tech is pleased to submit this technical proposal to provide Stormwater Design Peer Review Engineering Services for the review of Stormwater Permit applications submitted to the Board of Health and other town boards and departments. We have provided engineering peer review services to the Planning Board and Zoning Board of Appeals in Medfield since 2016 and look forward to this opportunity to support the Town with our considerable stormwater expertise.

Tetra Tech has successfully supported municipal boards, departments and commissions in more than a dozen Massachusetts municipalities. Our proposed team has been providing municipal clients with timely and cost-efficient services for over 15 years, and are familiar with the challenges facing local municipalities. The Tetra Tech team offers the following advantages:

- **Over 15 years of successful experience assisting municipal boards with similar services;**
- **Proximity, availability and capacity of technical staff with stormwater expertise;**
- **Reachback support of expert water resource scientists who have developed USEPA stormwater permits, evaluation models and guidance documents, and**
- **Proven ability to explain technical concepts and build consensus in what are often challenging public meetings.**

The team that will support this contract is based in Marlborough, less than 25 miles from the Medfield Town House. This office includes 160 professionals with supplemental staff in Boston, Mansfield and Ithaca, New York as needed. Our regional staff includes 42 Massachusetts Registration/Professional Licenses. The Tetra Tech team assigned to the Medfield Board of Health includes the following Key Personnel:

**Steven Bouley, PE** is the proposed Engineer assigned to the Town of Medfield. He is a Massachusetts Licensed Professional engineer, with experience in the towns of Medfield, Medway, Norfolk, Sherborn and Westminster over the last 12 years. He will serve as the Town's point of contact.

**Sean Reardon, PE** will serve as Principal-in-Charge, and will attend public meetings. He is a Massachusetts Licensed Professional engineer, known for his ability to explain technical concepts to the lay public and build consensus. He has 30 years of experience, including serving as an expert witness during litigation.

**Sara White, PE** will provide expertise related to stormwater drainage. She is a Massachusetts Licensed Professional engineer and has provided similar services for Tetra Tech's contract with the Town of Medway.

**Elizabeth Parent, PE** will provide stormwater review support. She is a Massachusetts Licensed Professional engineer with extensive stormwater design expertise for major projects including the I-90 Allston Interchange the I-495/I-90 Interchange Improvements and the Route 18 Corridor Widening project.

**Matthew Moyen, PE** will provide stormwater review support. He is a Project Manager and Professional Engineer in New Hampshire and manages several statewide stormwater contracts for the Massachusetts Department of Transportation (MassDOT) and the Rhode Island Department of Transportation. (RIDOT).

Operating in the Metrowest area since 1983, Tetra Tech is a leading, local provider of engineering, and environmental consulting services. We understand that the scope can vary greatly, from the small and straightforward to the more complex or even controversial. We also understand “both sides of the table,” having served as both a peer review consultant and as an applicant’s representative. This experience has honed our ability to identify potential issues that may impact the Town’s goals and objectives, and to prepare applicants to address them to the Town’s satisfaction.

As Project Manager, Steven Bouley will oversee the delivery of engineering review services to the Town of Medfield, as he has been for the Towns of Medfield (Planning Board and ZBA), Medway, Norfolk, Sherborn and Westminster. As Principal in Charge, Sean Reardon will commit the resources necessary to complete all assignments, including concurrent assignments, within required timeframes and with the highest level of quality control. He will also provide quality review of all deliverables. Evidence of sufficient levels of staff to achieve the proposed schedule is provided on page 7 of this proposal. Tetra Tech is available to start work immediately upon Notice of Selection and would execute a contract with the same terms and conditions as the one we already have with the Town.

Sean Reardon’s authorization to negotiate and sign contracts on behalf of Tetra Tech is also provided in Appendix A, along with all required certifications.

Please contact me if you have any questions or require additional information. We look forward to working with the Medfield Board of Health. Thank you for your consideration.

Very truly yours,



**Steven Bouley, PE | Project Manager**  
steven.bouley@tetrtech.com | 508.786.2382



**Sean P. Reardon, PE | Vice President**  
sean.reardon@tetrtech.com | 508.786.2230

# TABLE OF CONTENTS

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<b>1.0 Executive Summary</b>	<b>1</b>
1.1 Staff Qualifications	2
1.2 Staff Availability	7
1.3 Experience	8
1.4 Use of Technology	12
1.5 References	12
<b>2.0 Project Scope</b>	<b>13</b>
<b>3.0 Project Approach</b>	<b>13</b>

## Appendices

Appendix A: Required Forms and Statements

Appendix B: Resumes



## 1.0 EXECUTIVE SUMMARY

Tetra Tech is a leading provider of engineering and environmental consulting services. Our firm has operated in the MetroWest region since 1983 and is now the 5th largest engineering firm in Massachusetts. We have over 160 employees in our Marlborough office, which is located less than 25 miles from the Medfield Town House.

Worldwide, our firm has 450 offices, over 20,000 employees, and annual revenues of \$3B. The Town can be assured that Tetra Tech has the staffing and financial stability to ensure task continuity throughout the life of this contract.

Nationwide, Tetra Tech is a recognized leader in stormwater permitting, management and compliance. Years ago, we helped the EPA develop National Pollutant Discharge Elimination System (NPDES) permit language and evaluated the long-term performance for a range of BMPs used in New England which serve as a basis for demonstrating pollutant removal efficiency. Most recently we are assisting many municipalities and state agencies with meeting MS4 permit requirements.

We are recognized leaders in the science of stormwater management and have been providing Consent Decree and Non-Consent Decree stormwater-related and environmental support services to the Massachusetts Department of Transportation (MassDOT) for nearly a decade, and to the Rhode Island Department of Transportation (RIDOT) since 2019.

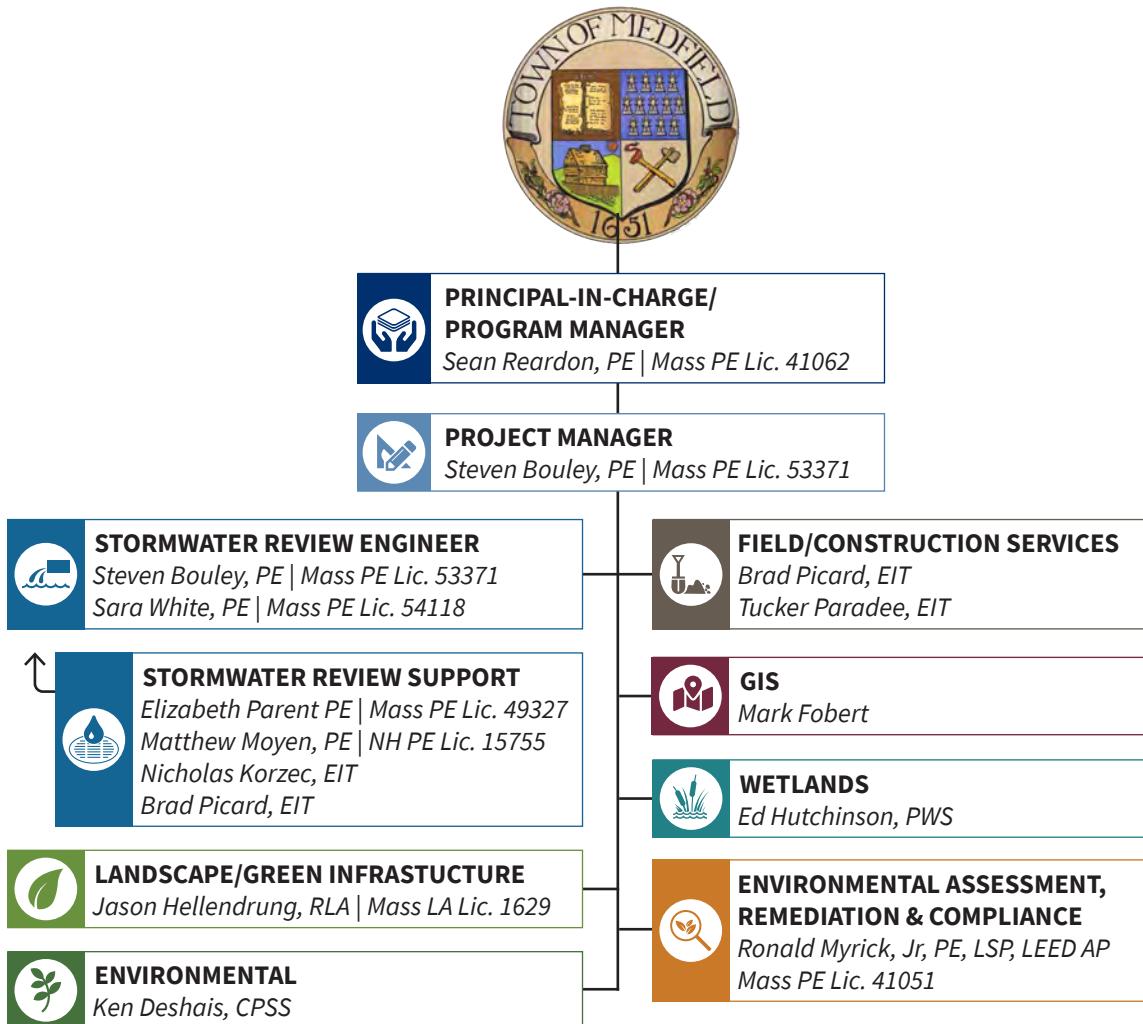
Locally Tetra Tech has Massachusetts licensed professionals in all disciplines that may be required for contract execution, including:

- Site/civil engineers
- Hydraulic and hydrologic modelers
- Water/wastewater and stormwater engineers
- Environmental engineers and scientists
- Wetlands specialists
- Construction inspectors



## 1.1 Staff Qualifications

Tetra Tech's team for this project provides engineering peer reviews related to stormwater management, and is also experienced in assessing watersheds and preparing designs that meet local, federal and state regulations for stormwater management. Our work in this area includes the design of infrastructure to improve resilience to wet weather events driven by climate change.



*Technical support as needed from Tetra Tech's stormwater experts across the globe*



**Sean Reardon, PE –  
Principal-in-Charge/  
Program Manager**

Sean Reardon, is a Vice President at Tetra Tech and, leads our local Land Development group that provides engineering and environmental services to public and private clients in Massachusetts. He has 30 years' experience in the planning, permitting, design and construction of a wide range of facilities and infrastructure. Sean understands the sensitivity of municipal issues and how to navigate the complex social and political hierarchy. Sean will serve as the Principal-in-Charge for this contract with ultimate responsibility for all deliverables, including a key role in Quality Assurance and Control. He is the Principal for Tetra Tech's Statewide Stormwater Discharge Compliance Consent Decree and Statewide Impaired Waters Support Services work with MassDOT. His relevant USEPA compliance experience includes negotiation and implementation of a more than \$4 million improvement program at Suffolk Downs Racetrack in Boston, Massachusetts to bring the facility into compliance with Industrial Stormwater Regulations for Large Concentrated Animal Feed Operations (CAFO). Suffolk Downs is the first Large CAFO permit issued by USEPA Region 1.



**Steven Bouley, PE –  
Project Manager/Storm-  
water Review Engineer**

Steve will serve as the Project Manager and the primary stormwater review engineer

for Town of Medfield Board of Health. Steve has over 12 years of experience providing peer review services related to plan review, stormwater analysis, regulations review and construction management oversight for municipal boards and commissions. He is currently managing peer review services contract with the Town of Medway and served as the Project Manager for Tetra Tech's peer review of the Chapel Hill Landing and Aura at Medfield 40B developments for the Medfield ZBA and review of Clark Tavern redevelopment with the Medfield Planning Board. Steve is currently reviewing the proposed solar canopy project at the Kingsbury Club for the town. His experience with municipalities includes plan review, street acceptance/as-built review, stormwater analysis, utility design and town regulations review, as well as construction

oversight and documentation regarding the status and quality of development projects. In addition to Medfield and Medway, he has worked with boards, commissions and departments in Blackstone, Holliston, Norfolk, Sherborn, Quincy and Westminster, and others.

Upon receipt of an assignment, Steve will dedicate the appropriate resources to the Town of Medfield in a timely and efficient manner. He will determine what technical disciplines are required as part of the review process, and assign staff whose experience level is commensurate with the complexity of the assignment. Tetra Tech achieves cost effectiveness by entrusting larger, more complex assignments to our more experienced pool of professionals and assigning simpler assignments to less experienced staff with the proper senior-level oversight.

Steve's entire career has included relevant stormwater experience. He has experience in design and permitting of stormwater systems for private commercial and municipal projects, peer reviewing stormwater infrastructure designs and analyses, construction oversight and documentation of field conditions during construction, post-construction long-term operation and maintenance inspections and coordination of maintenance activities for several private clients. He has also provided construction documents, construction specifications, and inspectional services during construction for EPA Region 1's very first National Pollutant Discharge Elimination System (NPDES) Individual Permit for stormwater discharges associated with a Concentrated Animal Feeding Operation at Suffolk Downs in Boston and Revere.



**Sara White, PE – Storm-  
water Review Engineer**

Sara has 16 years of experience developing design plans and construction documents, stormwater management, coordination of permitting and construction, and review of bid documentation with contractors for a variety of land development and improvement projects. Her relevant experience includes watershed assessments, recommendation, design and permitting of Stormwater Treatment Units, hydraulic and hydrologic analyses, documenting compliance with relevant requirements, preparation of technical reports, and development of contract document plans, specifications and estimates for Tetra Tech's Statewide Impaired Waters Support Services work with MassDOT. She has also designed

and developed the implementation for structural and non-structural stormwater Best Management Practices for the MassDOT Whittier Bridge/I-95 Improvements Project.



**Elizabeth Parent, PE –  
Stormwater Review Support**

Beth is a Project Manager and Massachusetts Professional Engineer with 16 years of experience. She is managing the stormwater design and com-

pliance with the MassDEP Stormwater Performance Standards for several MassDOT projects including the I-495/I-90 Interchange Improvements, and five-mile Route 18 Corridor Widening project. Beth's experience includes preparing design plans and specifications for drainage, stormwater mitigation basins, compensatory flood storage, and stream crossings. She performs hydraulic and hydrologic calculations and analysis, prepares Stormwater Management Reports. Throughout these projects she has coordinated extensively with the Massachusetts Department of Environmental Protection and local Conservation Commissions. Her municipal experience includes providing the hydraulic analysis for Walker Brook under Horse Pond Road for the Town of Shirley.



**Matthew Moyen, PE –  
Stormwater Review Support**

Matt is a Project Manager and Professional Engineer in New Hampshire with 15 years of experience. He manages the Statewide Impaired Waters

Support Services, Statewide Stormwater BMP Inspection Program, and Statewide Stormwater Infrastructure Asset Management contracts for MassDOT and Statewide Stormwater Consent Decree Compliance and Design Support Services for RIDOT. Assignments have included the design and permitting of stormwater Best Management Practices (BMPs), National Pollutant Discharge Elimination System (NPDES) permit compliance and reporting, and Illicit Discharge Detection and Elimination (IDDE) investigations. Work includes impaired waterbody assessments; peer review services; on-call construction services; evaluations to determine sources of runoff flowing to MassDOT's drainage system, conducting field surveys, discharge monitoring and sampling, providing GIS mapping of MassDOT impervious cover, drainage infrastructure, stormwater BMPs, and contributing catchment areas; and technical support for mandated MassDOT reports.



**Nicholas Korzec – Storm-  
water Review Support**

Nick is a Civil Engineer in the Land Development group at Tetra Tech. He supports a range of site/civil engineering, land development

and improvement projects for public agencies and private clients. His past experience includes stormwater management, hydrology, grading, site layout and roadway design, land development, cost estimation, and subdivision design. He is supporting the Statewide Stormwater Consent Decree Compliance and Design Support Services contract with RIDOT, and the Statewide Impaired Waters Support Services, and Statewide Stormwater BMP Inspection Program for MassDOT. Nick is proficient with AutoCAD Civil 3D, AutoTurn, and HydroCAD.



**Bradley Picard, EIT – Storm-  
water Review Support and  
Field/Construction Services**

Brad is a civil engineer in our Land Development Group assisting with site plan development, peer review and

site inspection and construction phase services. He is providing on-call construction phase services for the Town of Medfield Chapel Hill Landing project and Town of Medway Millstone Village, 39 Main Street 40B, Glen Brook Way 40B, Timber Crest Village 40B and various other commercial and residential projects across the Town. Brad also helps manage our long term operation and maintenance plans for several private clients including infrastructure inspections, reporting and coordinating necessary maintenance activities on the system.



**Tucker Paradee, EIT – Field/  
Construction Services**

Tucker is a civil engineer in the Land Development group assisting with a range of site/civil engineering, land development and improve-

ment projects for public agencies and private clients. He has provided field services related to inspection of stormwater management facilities for MassDOT, and subdivision and development inspections for several municipalities, and inspection for private development projects. Tucker is proficient in the use of survey Total Stations, and GPS location equipment.



**Jason Hellendrung, ASLA –  
Landscape/Green  
Infrastructure Review**

Jason Hellendrung, ASLA is a Vice President and Director of Planning at Tetra Tech. He directs landscape architecture, planning and urban design work on a wide range of complex urban, public infrastructure projects. His experience includes helping cities adapt climate change, and the use of green infrastructure for the management of stormwater. His relevant projects include the Climate Ready Boston report that evaluated the City's vulnerability assessment to climate change with an emphasis on sea-level rise, extreme precipitation and extreme temperature, and Green Infrastructure Program Management for the Detroit Water & Sewerage Department (DWSD).



**Kenneth Deshais, CPSS –  
Environmental**

Ken is a Certified Professional Soil Scientist with 28 years of experience conducting environmental assessments in the eastern United States.

He has developed Stormwater Pollution Prevention Plans (SWPPPs) pursuant to the U.S. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activities for many major infrastructure projects including the MBTA Green Line Extension, and Longfellow Bridge Rehabilitation projects. He also provides environmental monitoring for NPDES permit compliance. Ken is currently reviewing wetlands related impacts of proposed single-family residence at 20-30 Millbrook Road for the Medfield Conservation Commission.



**Mark Fobert – GIS**

Mark is a Director in Tetra Tech's Environmental Group. He has almost 30 years of experience in providing environmental planning and permitting services for public works programs, and major infrastructure projects. Mark also manages Geographic Information Systems (GIS) analysis and mapping projects at Tetra Tech, and is responsible for the design, development and implementation of GIS processes including data analysis, manipulation,

mapping, and GIS application solutions. His work includes translating and exchanging geospatial data between various web-based CAD and GIS applications such as the ESRI suite of products and AutoCAD. Mark regularly provides technical analyses, natural resource mapping, and documentation of research and analyses in effective graphic formats for use in regulatory submissions and public presentations.



**Edward Hutchinson, PWS  
– Wetlands**

Ed is a Senior Project Scientist with over 30 years of experience conducting environmental assessments, preparing environmental impact reports/statements and environmental permit applications. As a wetlands specialist, he prepares permits in accordance with local, state, and federal regulations and presents findings to permitting authorities. His municipal review experience includes working with the Town of Norfolk in wetlands and stormwater peer review. He is also responsible for resource area identification, wildlife habitat evaluation, impact evaluation and mitigation planning.



**Ron Myrick – Assessment,  
Remediation and Compli-  
ance**

Ron manages site investigation, remediation, and environmental compliance projects for public and private clients. He is responsible for project scope development; estimating, scheduling and contract administration; design and implementation of environmental investigation and remediation projects; and assessment of environmental compliance with state and local regulations. His technical expertise includes managing environmental investigations and remedial projects under the Massachusetts Contingency Plan (MCP) and managing emergency response activities associated with highway accidents and other accidental releases. Ron's experience has become more critical in recent years as older properties are being redeveloped with a convergence of proposed stormwater designs and impacts of those designs to potential site environmental issues.

These key staff have the support of more than 160 engineers, planners and scientists in Tetra Tech's Marlborough office, which is located less than 25 miles from the Town of Medfield.

	Civil/Environmental Peer Review	Watershed Assessment	Field Inspection, Discharge Monitoring & Sampling	NPDES/SWP/PP Development & Inspection	Stormwater Control Plan Development	BMP Selection	Stormwater Infrastructure Design & Modeling	Construction Document Development	Construction Administration	Post Construction Stormwater Monitoring & Inspection	Environmental Permitting	Wetland Delineation	Green Infrastructure Design
<b>Sean Reardon, PE</b>	X	X		X	X	X	X	X	X	X	X		X
<b>Steven Bouley, PE</b>	X	X	X	X	X	X	X	X	X	X	X		
<b>Sara White, PE</b>	X	X		X	X	X	X	X	X		X		
<b>Elizabeth Parent, PE</b>	X			X		X	X	X					
<b>Matthew Moyen, PE</b>		X		X	X	X	X	X	X	X	X	X	
<b>Nick Korzec, EIT</b>		X		X	X	X							
<b>Bradley Picard, EIT</b>	X		X	X	X		X	X	X	X			
<b>Tucker Paradee, EIT</b>	X		X	X					X	X			
<b>Jason Hellendrung, ASLA</b>						X							X
<b>Kenneth Deshais, CPSS</b>	X			X							X	X	
<b>Mark Fobert</b>											X	X	
<b>Edward Hutchinson, PWS</b>	X										X	X	
<b>Ron Myrick</b>	X			X							X		

## 1.2 Staff Availability

Our qualified team can meet all project deadlines and is large enough to handle multiple concurrent assignments, and maintain the highest level of quality control.

Personnel	Current Workload	Availability
<b>Sean Reardon, PE</b> Principal-in-Charge/Program Manager	Vanguard Renewables site designs Towns of Norfolk and Saugus Peer Reviews Other various assignments	10% (as needed)
<b>Steve Bouley, PE</b> Project Manager /Stormwater Review Engineer	Town of Medfield, Medway and Westminster various assignments. Private Client Subdivision Design and Site Plans	40% (as needed)
<b>Sara White, PE</b> Stormwater Review Engineer	Assignments for the City of Quincy and Massachusetts Convention Center Authority	30% (as needed)
<b>Elizabeth Parent, PE</b> Stormwater Review Support	MassDOT I-495/I-90 Interchange MassDOT Armory Street over CSX/Armory Street over Abandoned CSX	20% (as needed)
<b>Matt Moyen, PE</b> Stormwater Review Support	Town of Medway and Westminster field inspections MassDOT Statewide Stormwater BMP Inspection Program and Statewide Stormwater Infrastructure Asset Management RIDOT Stormwater Consent Decree Compliance	20% (as needed)
<b>Nicholas Korzec, EIT</b> Stormwater Review Support	MassDOT Statewide Stormwater BMP Inspection Program and Statewide Stormwater Infrastructure Asset Management ClearPath Solar Site Designs, various locations	30% (as needed)
<b>Bradley Picard, EIT</b> Stormwater Review Support and Field and Construction Services	Town of Medway and Westminster peer review and DPW design work MassDOT Statewide Stormwater BMP Inspection Private Client Subdivision Design	40% (as needed)
<b>Tucker, Paradee, EIT</b> Field and Construction Services	Town of Medway and Westminster field inspections MassDOT Statewide Stormwater BMP Inspection	40% (as needed)
<b>Jason Hellendrung, ASLA</b> Landscape Architecture	CambridgeSide Repositioning, Cambridge, MA Coastal Resilience Solutions for Dorchester, MA	10% (as needed)
<b>Kenneth Deshais, CPSS</b> Environmental	MassDOT I-495/I90 Interchange MBTA Green Line Extension	30% (as needed)
<b>Mark Robert</b> GIS Support	MassDOT I-90 Allston Multimodal MassDOT I-495/I90 Interchange	10% (as needed)
<b>Edward Hutchinson, PWS</b> Wetlands Support	MassDOT I-495/I-90 Interchange MassDOT I-90/Allston Multimodal City of Lynn Sewer Project	30% (as needed)
<b>Ronald Myrick, Jr. PE, LSP</b> Assessment, Remediation and Compliance	Martha's Vineyard Airport PFAS Remediation MassDOT I-90/Allston Multimodal Ongoing MCP projects with confidential clients	10% (as needed)

## 1.3 Experience

Tetra Tech has successfully provided a wide range of on-call consultant design and peer review services, including construction-phase services, to many municipalities. We have worked under similar on-call agreements and services have ranged from reviewing site plans and special permit applications to providing planning, design through construction for transportation, civil, site, facility, stormwater, utility and environmental assessment and remediation projects.

For more than 15 years Tetra Tech has provided municipal peer review of Subdivision Plans, Site Plans, Special Permit Applications, Comprehensive Permit Applications and all other types of formal submittals received by municipal boards and commissions including Planning Boards, Zoning Boards and Conservation Commissions. These applications have included stormwater analyses, traffic studies, and development impact reports.

In **Medfield** our peer review experience includes review of the Aura at Medfield Development Site plan for compliance with a multitude of applicable state and federal stormwater regulations.

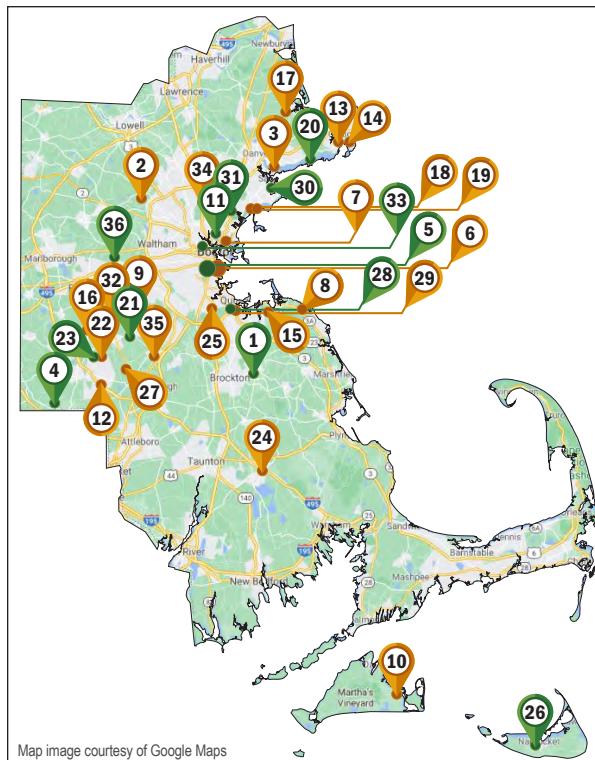
In **Medway** reviews have been conducted for the Planning Board, Conservation Commission, Zoning Board of Appeals and Board of Selectman for site plans, stormwater analyses, utility design, town regulations review, special permits and 40B comprehensive permits. In the last 5 years, design work has included sidewalk and parking lot improvements, A-E services for structures, dam analysis, culvert repairs, and bridge scour analysis and design. We are currently providing design services to the DPW for design of a subdrain system and rehabilitation of tennis courts at the high school as well as drainage and parking improvements at Center Street field and Cassidy Field. We designed and provided construction phase services for a subsurface infiltration system to mitigate flooding on Chestnut Street as well as at-grade detention basins and infrastructure at Winter Street town lot. Construction inspections have been provided for 20+ developments.

Other relevant work includes stormwater reviews for the **Holliston** Conservation Commission, and the **Saugus** Zoning Board of Appeals. In Saugus we assisted the town in their comprehensive permit process for the proposed Saugus Ridge 40B development. Review included site civil/traffic/utilities and stormwater as well as lighting and wetland related content.

Since 2005 Tetra Tech has provided plan review services to the **Westminster** Planning Board, Zoning Board of Appeals and Board of Selectmen. We assisted the Town with the incorporation of Low Impact Development (LID) Regulations to protect and preserve natural features and meet the requirements of the US EPA MS4 permit. The Regulations were accepted by Town Meeting in 2019 are currently being used to permit projects across town. Tetra Tech is also providing construction services for on-going (15+ year) Westminster Business Park earth removal project and several solar projects.

The following map and graphic table summarizes our municipal experience during five years including many long-term on-call peer review and construction service contracts.

### Summary of Tetra Tech's Municipal Project Experience in MA for the Past 5 Years



#### LEGEND

● On-call contract

- 1 **Town of Abington:** On-call peer review services including review of site/civil, traffic, utilities, stormwater and wetland related content.
- 2 **Town of Bedford:** Per- and polyfluoroalkyl substances (PFAS) consulting.

- 3 **City of Beverly:** Water Street Pump Station Resilience Project and Municipal Separate Storm Sewer System permit compliance support.
- 4 **Town of Blackstone:** On-call engineering services including design and erosion control review.
- 5 **City of Boston:** General design and traffic signal retiming services, including study of more than 580 signalized intersections since 2010.
- 6 **City of Boston:** Resilience plan to protect water/wastewater and transportation infrastructure in Dorchester against coastal flooding (sub).
- 7 **City of Chelsea:** Municipal Vulnerability Preparedness and climate resilience planning for the Island End River corridor.
- 8 **Town of Cohasset:** Permitting and design for the Sohier Street Sidewalk Project, a GAC Pilot Study and PFAS Grant Support Services.
- 9 **Town of Dover:** Peer Review for the Red Robin 40B project.
- 10 **Town of Edgartown:** PFAS sampling for Water Department.
- 11 **City of Everett:** Hazard Mitigation Plan Update and Climate Resilience On-Call Services.
- 12 **Town of Franklin:** Design and construction services for the repair or replacement of the roofs of DPW water and sewer-associated buildings.
- 13 **City of Gloucester:** Multidisciplinary services related to update the Municipal Harbor Plan and Designated Port Area Master Plan.
- 14 **City of Gloucester:** Concept Plans for improvements to Green Street Park.
- 15 **Town of Hingham:** LSP services for seawall repair at Summer Street, and periodic review of an MCP solution at the DPW stockyard.
- 16 **Town of Holliston:** Construction-phase services for the Washington Street corridor improvements, and multiple site plan and stormwater peer reviews.
- 17 **Town of Ipswich:** Dow Brook Reservoir Design Improvements, Mills Dam Inspection, County Street Bridge Engineering Support Services, Traffic Study for High Street and Central Street.
- 18 **Lynn Water and Sewer Commission:** Permitting and design for the West Lynn Sewer Separation Project, and traffic mitigation plans.
- 19 **City of Lynn:** Waterfront resilience planning, traffic and transportation infrastructure, environmental/hazardous material analysis and civil engineering for the Waterfront Master Plan Revision. (sub)
- 20 **Town of Manchester-by-the-Sea:** On-call engineering including site plan and utility design, stormwater analysis, earth removal and NOI review.
- 21 **Town of Medfield:** On-call peer review and construction administration services for various town departments.
- 22 **Charles River Pollution Control District:** Peer review, construction management and monitoring services for the installation of the CIPP liner over the 54" Charles River Interceptor.
- 23 **Town of Medway:** On-call design, peer review and construction inspection services since 2007, including 140+ assignments to date.
- 24 **Town of Middleborough:** Drainage Review for the Oak Point Community.
- 25 **Town of Milton:** Peer review services for the ZBA.
- 26 **Town of Nantucket:** On-call peer review of traffic studies for commercial and residential developments for more than 15 years.
- 27 **Town of Norfolk:** Wetlands/stormwater review, 40B permit review, and Open Space Subdivision Review.
- 28 **City of Quincy:** On-call Special Permit Review Services and On-call Consultant Design and Review Services.
- 29 **City of Quincy:** Design, permitting and construction-phase services for \$4.4M Watermain Improvements Project.
- 30 **City of Salem:** On-call Civil Engineering and Support Services including review of the Salem Harbor Station Sewer Flow Meter Analysis.
- 31 **Town of Saugus:** On-call services including review of site civil, traffic, utilities and stormwater.
- 32 **Town of Sherborn:** Engineering Peer Review for the Coolidge Crossing.
- 33 **City of Somerville:** On-call engineering services including water, wastewater, stormwater, traffic and asset management.
- 34 **Town of Stoneham:** Complete Street improvements.
- 35 **Town of Walpole:** Cedar Crossing Peer Review, 40B Review for Diamond Hill Estates and Moose Hill Estates.
- 36 **Town of Wayland:** On-call Engineering Review Services including drainage review, Site Plan Review, LSP Peer Review, and 40B Peer Review.

### 1.3.1 Additional Stormwater Experience

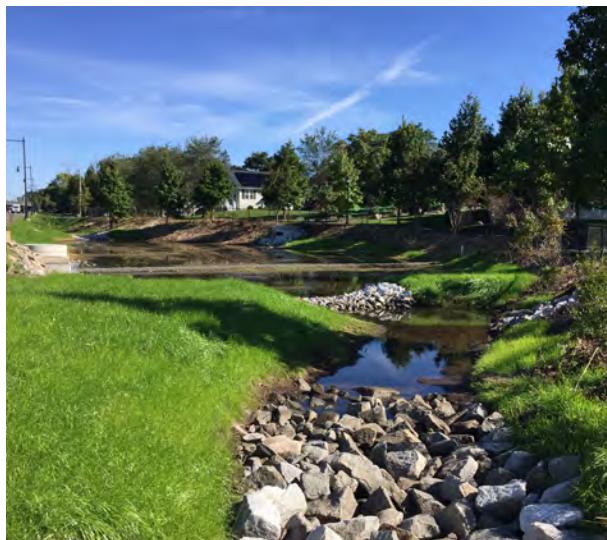
Tetra Tech provides stormwater management solutions that effectively ensure regulatory compliance while integrating and maximizing other program, environmental, and community benefits.

With mounting regulatory and climate resiliency pressures, stormwater managers are burdened with near- and long-term compliance responsibilities, asset management challenges, flooding, and water supply shortages. Tetra Tech's engineers, policy experts, and scientists help clients effectively address daunting technical, policy, and day-to-day management issues. We fully understand the emerging issues in stormwater management and leverage new technology, innovative approaches, and big data to inform smart decision-making and maximize use of limited resources.

Tetra Tech's suite of stormwater services includes:

- Stormwater and green infrastructure master planning
- Strategic compliance planning
- Municipal separate storm sewer system (MS4), industrial, and construction stormwater permit negotiations
- Stormwater program implementation support
- Water harvesting and reuse
- Asset management
- Stormwater infrastructure and best management practice (BMP) design and construction oversight
- Compliance monitoring (outfall, water quality, hydrologic, and biological)
- Real-time stormwater controls system design
- Program implementation tracking
- Public outreach
- Agency staff training
- Guidance and standard operating procedure development
- Water quality and watershed planning
- Water quality criteria development and regulatory support

Our local team has experience providing stormwater related services to public and private clients, and has provided stormwater permit compliance on the local, state and federal level.



#### Massachusetts Department of Transportation (MassDOT), Highway Division

Tetra Tech has supported the MassDOT Highway division with a variety of services related to stormwater discharges to roadways including peer reviews of design packages by other consultants.

**Statewide Stormwater Discharge Compliance.** From 2010 to 2013 we assisted MassDOT with Consent Decree Compliance which included supporting the development of a prioritized list of watersheds impaired by MassDOT roadways stormwater discharges, using a modeling approach to estimate contaminant loading from MassDOT roadways to impaired water bodies, conducting field surveys to evaluate drainage systems and assess their directly and indirectly contributing areas, developing recommendations and conceptual plans for the installation and implementation of appropriate stormwater Best Management Practices (BMPs) using modeling to demonstrate the effectiveness of selected stormwater BMPs in reducing the pollutant load in MassDOT roadway runoff, and providing summaries of the modeling efforts and conceptual design activities.

**Statewide Impaired Waters Support Services.** Tetra Tech is managing a second multi-year contract to provide MassDOT with a range of wetland and stormwater compliance measures including the design of stormwater BMPs under the Impaired Waters Program, National Pollutant Discharge Elimination System (NPDES) permit compliance and reporting activities, Illicit Discharge Detection and Elimination, Construc-

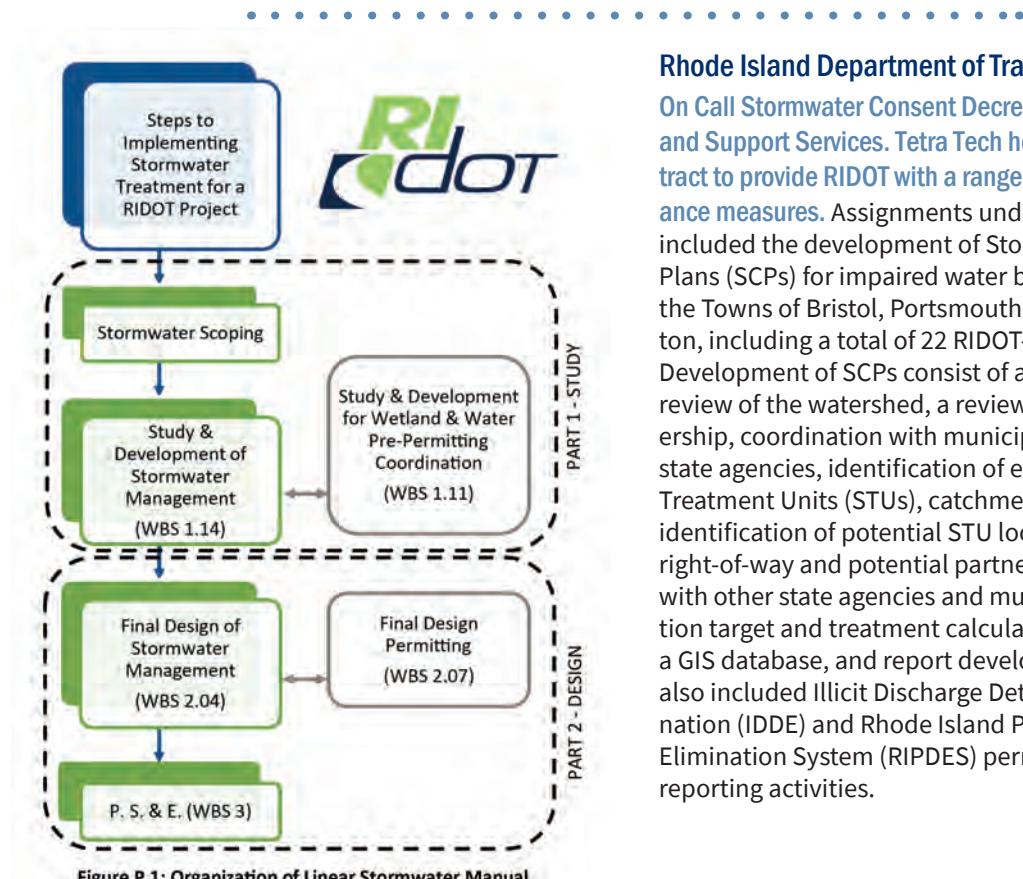
tion Oversight and general Stormwater Consulting and Environmental Services. We have identified and assessed over 30 impaired water bodies, made stormwater BMP recommendations, prepared stormwater BMP design and permitting, provided peer review, construction, and post construction monitoring, field surveys and sampling and compliance and reporting support.

**Statewide Stormwater BMP Inspection Program.** Tetra Tech is assisting MassDOT with the development and implementation of a stormwater Best Management Practices (BMPs) Inspection Program to define a consistent and complete inspection process that results in a clear scope and protocol for statewide inspections. Work consists of ongoing statewide stormwater BMP inspections using an online web-map to popu-

late inspection forms on the Collector Application for ArcGIS, providing maintenance and repair recommendations for stormwater BMPs found to be in a poor or failing condition, introduction of the program to, and training of, MassDOT personnel.

#### Statewide Stormwater Infrastructure Asset Management.

Tetra Tech is assisting MassDOT with the creation of Impaired Waters Program Asset Management GIS databases which are used for Environmental Protection Agency reporting, internal asset tracking and future project development. Work consists of ongoing advancement of the database, including population of asset attributes and associated record plans, incorporation of stormwater Best Management Practice inspection findings and photos, and mapping of drainage inventory.



#### Rhode Island Department of Transportation (RIDOT)

**On Call Stormwater Consent Decree Compliance Design and Support Services.** Tetra Tech holds an on-call contract to provide RIDOT with a range of stormwater compliance measures. Assignments under this contract have included the development of Stormwater Controls Plans (SCPs) for impaired water body segments in the Towns of Bristol, Portsmouth, Warren and Tiverton, including a total of 22 RIDOT-owned roadways. Development of SCPs consist of a desktop and field review of the watershed, a review of roadway ownership, coordination with municipalities and other state agencies, identification of existing Structural Treatment Units (STUs), catchment area delineations, identification of potential STU locations within RIDOT right-of-way and potential partnership opportunities with other state agencies and municipalities, reduction target and treatment calculations, population of a GIS database, and report development. Work has also included Illicit Discharge Detection and Elimination (IDDE) and Rhode Island Pollutant Discharge Elimination System (RIPDES) permit compliance and reporting activities.



## 1.4 Use of Technology

The success of our on-call services – most of which are provided under consecutive contract awards – demonstrates Tetra Tech’s depth of technical, project management and public process skill sets; our ability to meet client objectives and timeframes; and our seamless integration of specialized multidisciplinary services. It also speaks to our use of innovative technology, GIS services, and equipment to increase project efficiency and reduce costs. This includes the creation of enhanced graphics to visually “translate” technical information at public town meetings.

Tetra Tech’s innovative use of technology includes harnessing the power of big data, and developing specialized mobile and tablet applications. Relevant to this contract is our Statewide Stormwater BMP Inspection Program work for the MassDOT Highway Division using an online web-map to populate inspection forms on the Collector Application for ArcGIS. This data is used to provide maintenance and repair recommendations for stormwater BMPs found to be in a poor or failing condition.

Another example of technology is Tetra Tech’s work managing traffic congestion related to the debris removal from the tragic Camp Fire in Paradise for the state of California. Tetra Tech used Google Map traffic data, for an initial assessment of truck routes, and our IT division developed a GPS truck tracking software mobile application to monitor the truck traffic to and from the disposal sites in real time. The app was installed on the cell phones of each State-operated debris removal truck driver

and GPS data was captured every minute during hours of operation during the debris removal.

Tetra Tech’s Project Manager Steve Bouley regularly draws from a pool of GIS experts, CAD designers and graphic artists to ensure client satisfaction. These capabilities are available to the Town of Medfield.

We would be happy to provide the Medfield Board with samples of our public presentation materials, such as illustrations and renderings, upon request.

## 1.5 References

We encourage you to contact the following references to gain a better understanding of Tetra Tech’s qualifications and responsiveness to requests for services.

### Ms. Sarah Raposa, AICP

*Town Planner*

■ 459 Main Street  
Medfield, MA 02052

■ 508.906.3027

■ [sraposa@medfield.net](mailto:sraposa@medfield.net)

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### Ms. Susan E. Affleck-Childs

*Planning & Economic Development Coordinator*

■ 155 Village Street  
Medway, MA 02053

■ 508.533.3291

■ [sachilds@townofmedway.org](mailto:sachilds@townofmedway.org)

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### Ms. Bridget Graziano

*Conservation Agent*

■ Town of Medway  
155 Village Street  
Medway, MA 02053

■ 508.533.3292

■ [bgraziano@townofmedway.org](mailto:bgraziano@townofmedway.org)

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### Mr. Stephen Wallace

*Town Planner*

■ 11 South Street, Room 219  
Westminster, MA 01473

■ 978.874.7414

■ [swallace@westminster-ma.gov](mailto:swallace@westminster-ma.gov)

**Mr. Bryan Cordeiro**  
**Environmental Services**

 Massachusetts Department of Transportation,  
Highway Division  
10 Park Plaza, Room 4260  
Boston, MA 02116  
  
 857.368.8813  
  
 bryan.cordeiro@state.ma.us

## 2.0 PROJECT SCOPE

Tetra Tech is pleased to submit this response to provide Consulting Engineering Services related to Stormwater Design Peer Review Engineering Services for the Board of Health. We understand that the Board of Health requires stormwater reviews related to subdivision plan approval, the construction, extension, or alteration of any subdivision or of any structure or project requiring site plan approval, or a special permit in the Flood Plain, Watershed Protection, or Aquifer Protection Districts.

To accomplish these reviews, Tetra Tech will be required to perform similar services to those we have already provided to the Planning Board and the Zoning Board of Appeals. Services include:

-  Engineering review services of various site plan and subdivisions submissions.
-  Site visits and/or construction review services where applicable.
-  Review Applications, submittals and plans for conformance with all Town of Medfield Stormwater Bylaws, Rules and Regulations.
-  Prepare a written report to be submitted to the Board.
-  Present findings at the Board's public hearings.
-  Attend Board night meetings when applicable.
-  Provide follow up design submission review, as necessary.
-  Provide additional engineering services, as may be requested.

## 3.0 PROJECT APPROACH

Our project approach is simple – we organize qualified staff under strong leadership to solve problems quickly and efficiently, in a manner that meets or exceeds your needs. Steven Bouley, PE will serve as Project Manager and the primary point of contact for the Town of Medfield. Sean has nearly 30 years of experience coordinating projects across multiple disciplines. He also has the communication skills and experience to understand your needs and objectives, translate them into an effective and efficient work plan, and see them through to completion.



### Notice of Assignment from Town

Each assignment will typically begin with a phone call or letter to Steven. This communication often serves as an initial scoping session to identify the project needs and our required roles and responsibilities. Within two days, Steven will evaluate the request and develop an internal staffing plan customized to the assignment.

Steven regularly holds management meetings and is up-to-date on staff availability for upcoming assignments and deliverables.

If a meeting is required to establish the scope, Steven and/or the Discipline Lead will be available to meet within three days of the request. Steven will then review the scope of the assignment and the quality of the submitted documents and will immediately identify what aspects of engineering or regulatory review will be required as part of the review process. He will use this information to customize a staffing plan. The staffing plan for each assignment will be crafted to draw upon the best available professional staff within our team with the experience level commensurate with the assignment complexity.

Our firm's size and breadth of experience ensures that whatever the assignment scope and complexity, our team will have the appropriate and available staff to successfully deliver the required professional review. The work plan will then be submitted to the Town in a proposal letter format identifying a scope of services, fees, deliverables and schedules for meetings and coordination. The proposal can typically be provided within three to five days of the scoping session.

Upon receipt of an authorized assignment, the work will then be conducted in several phases:



### Kickoff Meeting

Upon receipt of a design submission of substantial scope, many communities choose to have kick-off meetings with the heads of internal departments such as Planning, Conservation, Police, Fire, Health, etc. We strongly encourage this type of involvement and communication at the earliest stage of review. The meeting provides an excellent opportunity for Town staff to raise concerns, provide historical background, and ask questions, which may be addressed by both the applicant's representative and the review engineer prior to a public hearing process. If a meeting is not held, we will reach out to appropriate Town boards and departments to gather this information individually prior to the site walk. The kickoff meeting should occur as soon as possible after receipt of the authorized assignment.



### Site Visit

The appropriate personnel will conduct a site visit prior to commencement of the technical review to evaluate the existing conditions and identify potential issues

arising from the proposed development. We will also use information gathered during the kick-off meeting to initially assess the existing infrastructure's ability to support the proposed development. Photos are generally taken during this visit to look back on during the review and document existing conditions.



### Plan Review

Plan reviews are a fundamental step in the development process. It is the point at which the Town and the proponent come together in the hope of addressing each

other's needs. The principal challenge for us as the reviewer is to create and maintain a positive, cooperative working atmosphere while aggressively protecting the Town's interests.

The technical review for a Definitive Subdivision, Site Plan, Special Permit or any other submittal to the Town typically consists of two primary categories of focus. The first category will include a strict review of the project's design submittal including drawings, specifications, reports, calculations, waivers, narratives, operation and maintenance plans, codes, and all other supporting materials for conformance with the appropriate local, state, and federal regulations and requirements. Typical regulations utilized during this phase include generally local Stormwater and Land Disturbance Bylaws/Regulations, Land Use Regulations which include but not limited to Zoning, Site Plan, and Subdivision regulations; DEP/EPA Stormwater, Title V, and Wetland regulations; MEPA and Chapter 91 regulations; and ITE and AASHTO regulations.

This review also includes an interpretation of the package's completeness and adequacy.

The second category will include a review of the project for good engineering practice. We will specifically evaluate potential impacts of the proposed project on stormwater management, environmental, safety, traffic, utilities, infrastructure, and landscaping. During this phase, we will pull from our extensive experience presenting projects and representing the applicant for thousands of projects permitted through various town boards and agencies throughout Massachusetts. We often find that successful reviews require not only general comments but specific input and design suggestions from our staff in coordination with the Town and applicant to find the best solution to complex issues. Finally, the review will identify additional information required including the submittal of new or modified analyses, reports, etc.



### Drainage & Stormwater Management

Stormwater management is one of the most critical aspects of all development projects, large or small, and the design and layout of stormwater infrastructure will often play a large role in the land use and restrictions on the overall development. Typical stormwater review involves evaluation of the hydraulic calculations, stormwater analysis including pre- and post-development peak flows, infrastructure capacity, impacts, erosion control and Operation & Maintenance Plans. Beyond

those typical responsibilities, we look for opportunities to improve designs by implementing Low Impact Design (LID) techniques that we have utilized in our own designs, or that we have seen through Smart Growth designs and publications. Our Marlborough office has planned, permitted, designed and constructed hundreds of miles of roadways and the utility infrastructure for everything from small subdivision roadways and site access roads, to major interstate highway infrastructure. In fact, we are currently assisting MassDOT with its efforts to comply with the statewide National Pollutant Discharge Elimination System (NPDES) stormwater permit for discharges of highway runoff to impaired waters. To date, our firm has evaluated over 200,000 acres of impaired waters watersheds with MassDOT roadway discharges and developed over 100 stormwater Best Management Practice (BMP) designs for more than 400 acres of roadway.



### Review Letter Submittal

The staff will submit their comments to Steve for assembly and review. Steve, in turn, will submit a final draft of the letter to Sean for final review and discussion prior

to delivery to the Town. Sample documentation of previous technical reviews is provided in Appendix B. The review will be completed within the schedule provided in the work plan, but typically within 14 days of receipt of an authorized assignment and at least three days in advance of the public hearing.

We prefer to submit comments to the Town and Applicant as far in advance of the public hearing as possible. This enables the Applicant to craft responses to our comments and better prepare for the hearing itself. We will be available to meet with Town representatives and/or the Applicant to review comments prior to the hearing, and then attend the public hearing to present our findings. After the initial public hearing, we will continue to coordinate directly with the Town and Applicant to rectify all items addressed on the comment letter. We will attend additional hearings/meetings as requested.



# Appendix A

## Required Forms & Statements

**Attachment A**  
**Price Proposal Sheet – Revised per Addendum #1**

PROJECT: Stormwater Consultant Services

PRICE: See attached rate sheet.

Provide a rate sheet with hourly fee requirements to provide Stormwater Consultant Services.

Optional: Provide a rate sheet with hourly fee requirements for other projects or reviews

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: Sean P. Reardon  
*(Print Name)*

Signed: 

Contact Person (Name and Title): Sean P. Reardon, PE, Tetra Tech Infrastructure Northeast

Company Name: Tetra Tech, Inc.

Address: 100 Nickerson Road, Marlborough, MA 01752

Telephone: (508) 786-2230

E-mail: sean.reardon@tetratech.com

# Price Proposal – Town of Medfield Board of Health

Medfield Hourly Rate effective August 2021

Rate Category	Medfield Hourly Rate (2021)	Current Market Hourly Rate	Reduction
<b>Principals</b>			
President and Sr. Vice President	\$268	\$310	14%
Vice President	\$263	\$280	6%
<b>Senior Consultants</b>			
Director	\$214	\$268	20%
Senior Project Manager	\$186	\$195-\$210	5%-11%
Project Manager	\$167	\$180-\$185	7%-10%
Technical Specialist	\$155	\$160	3%
Senior Project Engineer/Scientist/Planner	\$153	\$165-\$172	7%-11%
<b>Staff Consultants</b>			
Project Engineer/Scientist/Planner	\$137	\$140-\$160	2%-14%
Engineer/Scientist/Planner II	\$120	\$125	4%
Engineer/Scientist/Planner I	\$104	\$110	5%
<b>Clerical/Support Staff</b>			
CADD Designer	\$104	\$120-\$155	5%-33%
Graphic Artist	\$93	\$100-\$110	7%-15%
Technician	\$77	\$85-\$90	9%-14%
Engineering Intern	\$82	\$85	4%
Administrative Manager	\$104	\$120	13%
Project Administrator	\$93	\$95-\$105	2%-11%
Administrative Support	\$71	\$78	9%

**Project Expenses** - Routine project expenses such as local transportation, in-house printing costs, postage, faxes, telephone calls, and minor delivery expenses will be billed as 5 percent of labor charges.

**Reimbursable Expenses** - Non-routine expenses including, but not limited to outside printing charges, delivery, travel, meals, lodging, subcontractor charges and other major expenses incurred for the project will be billed at cost plus 10 percent

**Payment** - Invoices are issued monthly and are payable within 30 days of their issue date. In the event payment is delayed beyond 60 days from the issuance date, interest shall accrue at 1.5 percent per month on the unpaid balance.

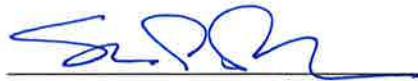
**Expert Testimony** - A surcharge of 50 percent shall be added for expert witness testimony or participation in hearings or depositions, including preparation time.

**Rate Escalation** - A rate escalation of 3.5% will be added to the rates stated above if TT receives extension(s) beyond the original one-year contract consistent with average annual market rate escalation.

## Attachment B

### 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.



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Signature of person signing bid or proposal

Sean P. Reardon, PE

Print Name

Vice President, Infrastructure Northeast Region

Title

Tetra Tech, Inc.

Name of Organization

---

7/26/2021

Date

## Attachment C

### Certificate of Tax Compliance

#### CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

Pursuant to M.G.L. Chapter 62C, Sec. 49A, and M.G.L. Ch. 151A, Section 19A, the undersigned acting on behalf of the Contractor, certifies under the penalty of perjury that, to the best of the under sign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support\*.



\*\*Signature of Individual

954148514

\*\*\*Contractor's Social Security Number or Corporate Contractor Federal Identification Number

By: Sean P. Reardon, PE

Corporate Officer (Mandatory, if applicable)

Date: 7/26/2021

\*The provision in the Attestation of relating to child support applies only when the Contractor is an individual.

\*\*Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Massachusetts General Laws, Chapter 62C, section 49A.

## Attachment D

### Sample Certificate of Vote (if applicable)

*The Town requires Applicants to complete the following and attach to any future contracts.*

*If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.*

#### Action of Shareholders

#### Written Consent

(Date)

The undersigned, being the Shareholders of see attached, 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,



## CERTIFICATE

### TETRA TECH, INC.

To: The Town of Medfield / Board of Health, Massachusetts

I hereby certify to you that I am the duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Sean P. Reardon, P.E., Vice President of the Tetra Tech Infrastructure Northeast (INE) Business Unit, within the Company's Resilient and Sustainable Infrastructure Division, Government Services Group, is authorized and empowered, in the name of the Company, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to execute a Request for Proposals for Stormwater Design Peer Review Engineering Services, between the Company and the Town of Medfield/Board of Health.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 9<sup>th</sup> day of July, 2021.



Preston Hopson  
Senior Vice President, General Counsel and  
Secretary





# Town of Medfield

## Contract Cover Sheet

Department: Planning and Zoning

Department Head: Sarah Raposa

Contractor: Brovitz Community Planning & Design

Contract Amount \$50,000.00

### Description of contract services:

Planning and zoning consulting services for Open Space Residential zoning and mixed use. Additional services may include conceptual plan for a sidewalk on Main Street (Shaws to Pound Street)

### Contract funding source:

Community Planning Grant from the Commonwealth of Massachusetts

### Contract term:

Fiscal Year 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

**CONTRACT # Medfield 2021-12**

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

This Contract is made this \_\_\_\_\_ day of November, 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 Brovitz Community Planning & Design, having a usual place of business at 28 Cricket Lane, Marshfield, Massachusetts 02050, hereinafter referred to as the "Contractor".

### WITNESSED:

Whereas, the Contractor submitted a written quotation to the Town to perform: Task 1) Revision of the Town of Medfield Zoning Bylaw Article 7, Open Space Residential Zoning, and, Task 2) Evaluation and Preparation of Mixed Use Zoning Regulations for Downtown and 109 Corridor as described in Attachment A, 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 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 an updated and revised Article 7 (Open Space Residential Zoning Bylaw) along with public outreach materials; preparation of Mixed Use Zoning Regulations with public outreach materials; and a conceptual Sidewalk Design 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: November \_\_\_\_\_, 2021 through June 30, 2022.
6. **Payment for Work:** The Town shall pay fees not to exceed \$50,000 for the Program in accordance with the Contractor's fee proposal as included 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 planning and zoning industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. **Contractor's Personnel:** The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. **Insurance:** The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Professional Liability, and 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: Tom Long

Title: Dinner

THEODORE BROVITZ  
BROVITZ COMMUNITY PLANNING + DESIGN

## Board of Selectmen

Approved as to Form:

## Town of Medfield, MA

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Mark G. Cerel, Town Attorney

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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:

THEODORE BROVITZ  
Print Name

OWNER  
Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

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

THEODORE BROVITZ, authorized signatory for  
name of signatory

BROVITZ COMMUNITY PLANNING & DESIGN, whose  
name of contractor

principal place of business is at MARSHFIELD MA,

does hereby certify under the pains and penalties of perjury that  
BROVITZ COMMUNITY PLANNING & DESIGN 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.

T. Brovitz 11/5/21  
Signature Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

(SOLE PROPRIETOR)

The undersigned, being the Shareholders of BROWNSTEIN, PLANT DESIGN, 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, THEODORE BROWNSTEIN 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 NOV. 5, 2024.

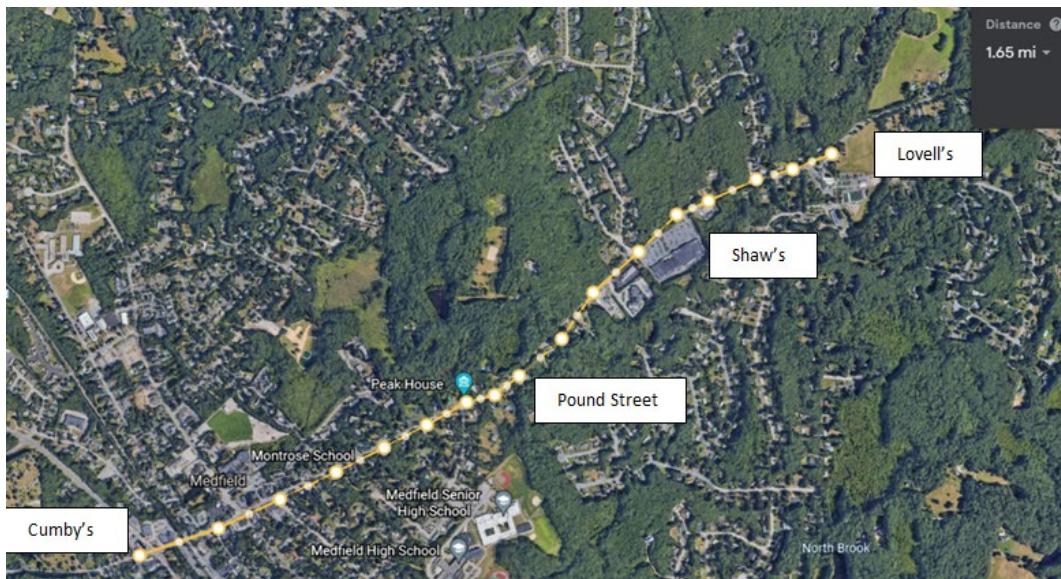
Theo B  
Clerk of Corporation

SOLE PROPRIETOR

SEAL

## PLANNING AND ZONING CONSULTANT

### TOWN OF MEDFIELD, MA



## QUALIFICATIONS

**Brovitz Community Planning & Design**

**Dodson & Flinker, Inc.**

**May 28, 2021**



**Ted Brovitz**  
**BROVITZ COMMUNITY PLANNING & DESIGN**  
28 Cricket Lane | Marshfield MA | 02050  
Mobile: 508.737.4402  
[ted.brovitz@gmail.com](mailto:ted.brovitz@gmail.com)  
[www.linkedin.com/in/ted-brovitz](http://www.linkedin.com/in/ted-brovitz)  
<https://www.facebook.com/BrovitzCPD/>

## PROJECT TEAM

Our project team includes Brovitz Community Planning & Design (BCPD) and Dodson & Flinker, Inc. Ted Brovitz will serve as Project Manager and Principal in Charge and be involved in all aspects of preparing the zoning review and bylaw development, and public engagement process. Dodson & Flinker will take a supportive role in the public engagement process, concept planning, and visualization.

### Brovitz Community Planning & Design

**Ted Brovitz** has over 25 years of experience and has spearheaded numerous community master plans, strategic area plans, economic development and marketing strategies, land use regulations and design guidelines throughout New England, Upstate New York, Florida, and in Idaho. His recent work primary focuses on community placemaking, revitalization, sprawl repair and retrofit, market analysis, housing diversification, form-based and character-building zoning and design guidelines. Ted has managed and been the primary author of several downtown, neighborhood center, commercial corridor, and business park strategic plans and zoning bylaws including Norwood, MA, Medway, MA, Lexington, MA, Scituate, MA, West Concord, MA, Danvers, MA, Turners Falls, Buzzards Bay, MA, Darien, CT, and New Canaan, CT. Ted has also prepared several form-based zoning codes which integrate private development and design standards with “public realm” standards for complete streets and active open spaces. Some examples include those villages mentioned above as well as the Downtown and Florence Center in Northampton, MA, Neighborhood Centers in New Bedford, MA; Broad Street Urban Renewal District in Manchester, CT; Atkins Corner and North Amherst village centers in Amherst, MA.; and the Route 7 corridor in Shelburne, VT.



Prior to becoming a consultant, Ted served as the Director of Planning & Development for the Town of Brattleboro, Vermont; the Executive Director of the Hyannis Main Street Business Improvement District; and Executive Director of Fitchburg By Design, Inc.

In Hyannis, Ted served as director and spokesman for first small business improvement district (BID) in Massachusetts and was responsible for economic development, marketing programs, and working in collaboration with the Town of Barnstable on zoning revisions, parking and traffic circulation improvements, streetscape enhancements, business development, sidewalk activation and other Tactical Urbanism initiatives.

As director and spokesman for Fitchburg By Design Inc., a non-profit downtown economic development corporation, Ted initiated and implemented multiple redevelopment programs including a low-interest loan program, façade and sign improvement program, business retention and recruitment, and

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## Planning and Zoning Consultant Services

permitting assistance. He also managed two public parking garages and fostered a public-private partnerships between the City and Fitchburg State University on various “town-gown” revitalization initiatives.

Ted has a master’s degree in environmental management from Duke University and a bachelor’s in environmental studies from Rollins College. Ted is a frequent public speaker on community planning, urban design, downtown revitalization, and innovative land use regulations and has led several workshops on these topics. He is actively involved in several professional organizations including past vice president of the Massachusetts Association of Planning Directors (MAPD) and past executive board member of the Massachusetts Association of Consulting Planners (MACP). Ted is also an active member of the Congress for the New Urbanism (CNU), Urban Land Institute (ULI), American Planning Association (APA), and National Main Street Program (NMSP).

## Dodson & Flinker, Landscape Architects & Planners

### Dodson & Flinker Relevant Experience

#### Planning and Design Experience

For more than 35 years, Dodson & Flinker (originally Dodson Associates) has been a leader in promoting Smart Growth and sustainable development for urban, suburban, and rural communities. Beginning with such seminal works as *Dealing with Change in the Connecticut Valley* and *Rural by Design*, the firm helped to demonstrate that there are alternatives to suburban sprawl, and that our communities can continue to grow and prosper without destroying their historic character and quality of life. To illustrate these ideas the firm pioneered the application of a designer's approach to planning, with unique aerial perspective drawings that convey the relationship of individual sites to the larger region to which they are connected. These are combined with a scenario planning process that allows users to compare the physical results of alternative future scenarios, from the "business as usual" conventional plan to a more creative and sustainable Smart Growth alternative.

The firm's emphasis on physical planning and design and its skills in perspective rendering and digital simulation techniques allow complex planning and design techniques to



Donovan's Farm: A new village in Norwell, Massachusetts



Visualizing Redevelopment: Darien, Connecticut

be understood by the general public, generating enthusiasm and support for proposals among stakeholders, government and the general public. Dodson & Flinker has also been active in working out the logistical details needed to bring such visions to fruition. These ideas have been captured in numerous award-winning publications, including the *South County Design Manual*, *Rhode Island Conservation Development Manual*, and *Village Guidance: Tools & Techniques for Rhode Island Communities*, which were designed to show how Smart Growth can be applied in a New England Context.

As Smart Growth and Sustainability move from theories to common practice, Dodson & Flinker has been fortunate enough to work on dozens of real-world projects that show how these ideas can be applied to specific downtowns, villages, commercial corridors, and mixed-use growth centers across the Northeast.

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## Planning and Zoning Consultant Services

These growth-oriented projects have been balanced with an active portfolio of projects in local and regional Green Infrastructure planning, conservation of farmland, and greenway development. Since public participation is critical to the success of these projects, we have facilitated hundreds of workshops and charrettes and have become adept at linking the intense activity of the charrette itself to the larger context of local politics, economic development, and community planning—a critical step in getting key stakeholders and the general public to participate in the charrettes as well to building support to implement plans through public investment and changes to zoning and other regulations.

As a combined planning and Landscape Architecture practice, Dodson & Flinker maintains an active design portfolio that includes schools, libraries, senior centers and town halls, as well as parks, ballfields, playgrounds and other recreation facilities. We also pursue creative residential and mixed-use projects for private clients. We bring this “on the ground” design experience to bear on every planning project, including feasibility studies and capital planning for municipal facilities. Our design work often includes detailed plans for main streets and village centers, commercial corridors, affordable housing and recreation facilities, and we are constantly updating our library of successful projects from around New England.

Recognizing the critical importance of a workable implementation strategy, our work also focuses on helping towns to assess their zoning bylaws and subdivision regulations to bring plans to fruition. In the 20th Century, for example, many towns adopted a suburban growth model that forced development to spread across the countryside, while often outlawing multi-family housing and traditional village density. Over the last 30 years, Dodson & Flinker has led efforts to change zoning to once again promote the kind of compact, pedestrian-friendly growth patterns that have always made New England villages great places to live, work and play. Recent work includes a masterplan and zoning

for downtown Danvers, MA; planning workshops and a form-based code for downtown Northampton and Florence, MA; and a visioning process and masterplan for Upton Center, MA. In partnership with Judi Barrett, the firm recently prepared a vision for a transit village at Littleton’s MBTA station, and is currently working with the Town of Stow to craft a village revitalization plan, design guidelines and zoning strategies for the Lower Village. We are also currently working with the Town of Harvard to draw up a Climate Action plan for Agriculture



*A modeling workshop allowed Littleton residents to explore redevelopment of their downtown as part of their 2017 Master Plan process.*

## Public Engagement

Uniting all our work is a commitment to effective and authentic public participation. Dodson & Flinker has designed and facilitated numerous



public participation projects—often involving complex and controversial planning topics—and has become a trusted advisor to many New England towns. We have learned that visionary plans and great design ideas often fail for lack of public understanding and support—especially in small towns. As a result we focus on working with local residents and other stakeholders to craft achievable plans that have broad support in the community. We have designed and facilitated public engagement efforts, including visioning workshops and design charrettes, for more than 100 towns in New England, and are currently facilitating public participation efforts in towns ranging from Gardner, Norwood and East Milton, Massachusetts to Easthampton, Long Island.

*Dodson & Flinker's design charrette for the "North 40" property in Wellesley helped convince residents to invest in preservation of one of the town's last undeveloped parcels.*

the world of virtual meetings. Using Zoom and other on-line platforms, screen-sharing, interactive mapping and on-line polling, we find that the efficiency and ease of access (at least for those with access to the technology) in some ways make up for the limitations of working remotely. Working with planners at UMass and around the state, we are also experimenting with new digital tools that allow participants to engage in workshop materials, maps and polls on their own time.

## Dodson & Flinker Staff Profiles and Project Roles



**Peter Flinker, FAICP** joined Dodson Associates (now Dodson & Flinker) in 1987 after receiving a Masters in Landscape Architecture from the University of Massachusetts, and became a principal of the firm in 1999. He is a registered Landscape Architect and in 2017 was named a Fellow of the American Society of Landscape Architects. In February 2020 he was named a Fellow of the American Institute of Certified Planners, and he has earned advanced AICP certifications in both Environmental Planning and Urban Design. Peter maintains an active portfolio of projects with public and private clients, including downtown revitalization, form-based codes, planning for greenways and open space conservation, design of new communities, and sustainable design for schools

and other public facilities. The firm's work increasingly focuses on integrating all of these activities with the need to build community resilience in the face of climate change, sea level rise and other challenges. Peter has a particular interest in preserving the historic landscapes and sense of place of New England towns while accommodating 21<sup>st</sup> Century needs – particularly continued dependence on the automobile – and adapting to a constantly evolving economic landscape. He has developed numerous training

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## Planning and Zoning Consultant Services

programs and award-winning publications in the areas of Smart Growth and Sustainable Development, including the *Rhode Island Rural Design Manual*, the *Urban Environmental Design Manual* and the *Conservation Development Manual*. With the assistance of Nate Kelly of the Horsley Witten Group, Peter recently published the *Village Guidance: Tools & Techniques for Rhode Island Communities*, a comprehensive guide to revitalizing historic villages and developing new villages as an alternative to continued suburban sprawl.



**Dillon Sussman**, Senior Associate for Planning at Dodson & Flinker, has managed a wide range of community planning projects across scales from regions and municipalities to neighborhoods and sites. Past projects have given him expertise in physical planning and urban design, zoning, design guidelines, and form-based codes, site design, bicycle and pedestrian planning, health in all policies, food system planning, healthy aging, and authentic community engagement and decision-making. Dillon brings unique skills in graphic design and communications earned from an earlier career in media production and graphic design. In 2019 he led the firm's work to prepare and implement LID-based revisions to the Stormwater Bylaw, Zoning Bylaw and Subdivision Rules and Regulations for the town of Natick, MA and is currently managing the firm's work on a form-based code for the City of Northampton

Dillon holds a B.A. from Vassar College and an M.A. in Landscape Design and Planning from the Conway School. Before joining Dodson & Flinker he served as a senior planner with the Pioneer Valley Planning Commission.



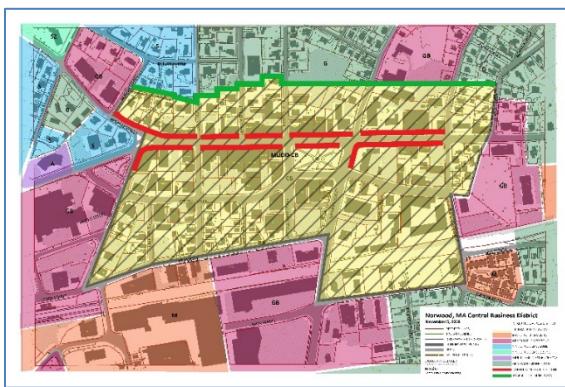
**Nate Burgess** Nate is a Senior Associate and the Director of Dodson & Flinker's Landscape Architecture Studio. A registered Landscape Architect, he manages the firm's landscape portfolio and provides GIS and other technical support for D&F's full range of planning projects. This experience includes downtown planning, climate change adaptation and resiliency planning, scenic landscape inventory and analysis, development suitability assessment for affordable housing, designing educational landscapes and playgrounds, form-based zoning, community master planning, and developing public engagement games and exercises. Nate graduated with a Master's degree in landscape architecture from the University of Virginia. He also holds a Bachelor's degree from the College of William and Mary in Environmental Geology and English. He previously worked as a graphic designer, cartoonist, and science writer.

## PREVIOUS TEAM EXPERIENCE AND REFERENCES

Recent and relevant project examples of our team's work in conceptual planning, design, and context-based zoning and development standards are included below. References are also included on specific projects.

### DOWNTOWN FORM-BASED MIXED USE ZONING AND DESIGN STANDARDS

*Town of Norwood, Massachusetts, 2019*



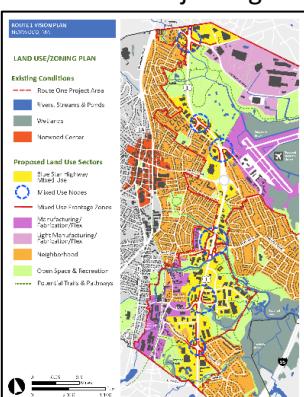
Downtown Norwood has grown over the past 10 years as a food and entertainment district but is still hamstrung by highly visible storefront vacancies, moderate turnover, and auto-oriented development of the Washington Street corridor. The town has not allowed residential and mixed use development in the Central Business District but recognizes the opportunity for reinvestment and the benefit of people living in the center near commuter rail service and supporting local businesses. Brovitz Community Planning & Design

together with Dodson & Flinker is working with the town to create a Mixed Use Overlay District (MUOD) bylaw and design guidelines that can be applied to the downtown area as well as other village and neighborhood centers. The new MUOD will provide for a broad range of commercial and residential uses at appropriate densities. Context-based development standards ensure that new projects are consistent with the traditional development patterns and building scale. The new mixed use zoning bylaw passed Annual Town Meeting in April 2019 nearly unanimously (one dissenting vote).

### ROUTE 1 CORRIDOR MIXED USE VISION PLAN AND ZONING BYLAW

*Norwood, Massachusetts, 2020 - Present*

Route 1 is major regional highway and the 4-mile segment in Norwood has long been known as "The Automile" with a concentration of 22 auto dealerships. In addition to cars, Route 1 has a series of older strip commercial businesses along the corridor and a variety of light industrial and corporate offices in adjacent business parks. The town hired BCPD to create a Route 1 Corridor Vision & Rezoning Plan for the project area to facilitate sustainable future growth and reinvestment translated into a series of policies, incentives, zoning bylaw, and map amendments to the benefit of business and property owners, employees, customers, visitors, and residents of Norwood. A series of interviews and workshops were conducted with town staff, boards, stakeholders and the public to identify the types of uses, development patterns, and building forms envisioned for the corridor. A Vision Plan was prepared identifying a future



mix of retail, food & entrainment, corporate offices, and bioscience facilities along the corridor with higher density mixed use at key nodes. The bylaw also included specific standards for streetscape treatments, outdoor amenity spaces, multi-mobility facilities, and efficient parking. The zoning bylaw amendments are scheduled for Special Town Meeting in June 2021.

[http://www.norwoodma.gov/departments/planning\\_and\\_economic\\_development/route\\_one\\_study\\_and\\_rezoning\\_initiative.php](http://www.norwoodma.gov/departments/planning_and_economic_development/route_one_study_and_rezoning_initiative.php)

#### Reference

Paul Halkiotis, Director  
Planning & Economic Development  
566 Washington St. P.O. Box 40  
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Email: [phalkiotis@norwoodma.gov](mailto:phalkiotis@norwoodma.gov)

#### **RESIDENTIAL CHOICE AND DIVERSIFICATION BYLAW AND DESIGN GUIDELINES**

*Lexington, Massachusetts, 2020 - 2021 (On-going)*



The Town of Lexington adopted the Special Permit Residential Development Bylaw (SPRD) 10 years ago to encourage greater housing affordability and diversity in a community with predominantly large single family homes on large lots and ever increasing housing values. While the SPRD has resulted in the construction 129 new housing units, only 3 are affordable and about 25% are smaller units at less than 3,500 SF. The town retained BCPD to assist in rewriting the bylaw to expand housing choices, affordability, and different forms of residential

development. The new draft bylaw expands the toolbox from a simple cluster development to different forms of pocket neighborhoods including cottage courts, housing cooperatives, agri-hoods, family compounds, and mixed use buildings. The bylaw includes a series of density bonuses to incentivize affordable units, smaller units, accessory dwelling units, historic preservation, universal design, and sustainable best practices. The site plan review process has also been simplified with more by-right approval options with supporting design guidelines. In early 2021, the housing committee is reviewing the draft bylaw for consideration at Fall Town Meeting.

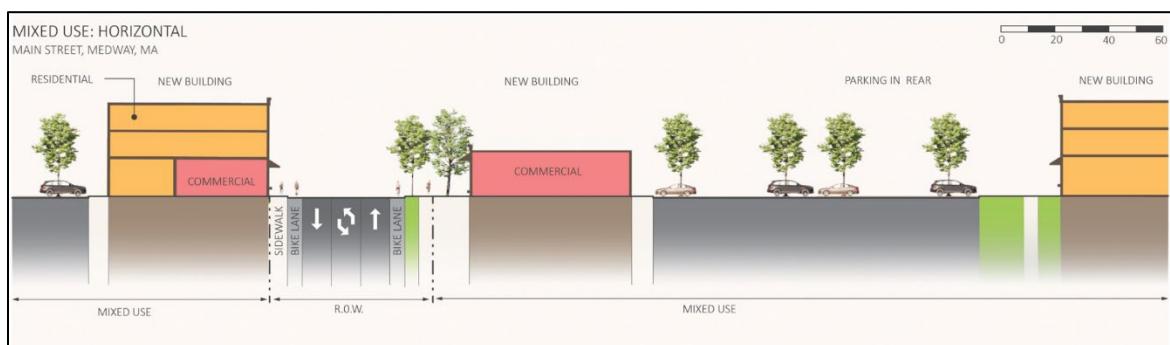
#### Reference

Carol Kowalski, Asst. Town Manager for Development  
Town of Lexington  
Town Office Building  
1625 Massachusetts Ave  
Lexington MA 02420  
Phone: (781) 698.4561  
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## ROUTE 109/MAIN STREET CORRIDOR MIXED USE ZONING BYLAW

Medway, Massachusetts, 2020-2021

Medway's Central Business District (CBD) is located along a 2-mile segment of Route 109 and is predominantly occupied by older strip commercial buildings with excessive surface parking. While very little private investment has occurred over the past 20 years, the corridor is crucial to economic growth and balanced development in the community. The Planning & Economic Development Board (PEDB) hired BCPD to evaluate district properties and revise the CBD zoning regulations to incentivize high quality infill development, mixed use, and improve walkability to build off recent capacity and streetscape improvements within the Main Street right-of-way. BCPD prepared a detail property trends analysis, conducted interviews with key business and property owners, and facilitated a public visioning workshop. The draft zoning amendments create incentives for higher density residential and mixed use development coupled with form-based design standards for the placement of buildings and parking, streetscape and landscaping, pedestrian connectivity, outdoor amenity and street frontage activation, shared parking, and building fenestration and massing treatments. The mixed use bylaw amendments were adopted at the 2021 Annual Town Meeting.



## RTE 35 CORRIDOR SMART GROWTH VISION PLAN, FORM-BASED CODE & DESIGN STANDARDS

Town of Danvers, Massachusetts, September 2016 –2019



BCPD together with D&F prepared a comprehensive existing conditions report (Placemaking Audit), conceptual master plan (Vision Plan) illustrating 2 and 3-dimensional infill and redevelopment scenarios, and Chapter 40R Smart Growth Overlay District zoning regulations and design standards. This project included an extensive public outreach program with several stakeholder meetings and public workshops. The form-based

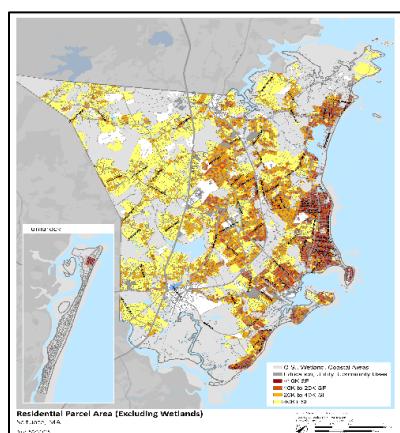
zoning and design standards included a regulating plan, new use table and performance standards, building typologies, open space and street design, and site plan review standards. The new Smart Growth Zoning package was adopted at Town Meeting by a vote of 104-5. The project has been expanded to include zoning and design standards for the downtown core and neighborhood, a strip commercial corridor, and two transitional industrial districts targeted for adaptive mixed use. The additional zoning bylaw amendments for the mixed use corridor were adopted at the Annual Town Meeting in 2019.

Reference

Aaron Henry, AICP  
 Director of Land Use and Community Services  
 Town of Danvers, MA  
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 Danvers, MA 01923  
 Tel: 978-777-0001 Ext. 3019  
 Email: [ahenry@danversma.gov](mailto:ahenry@danversma.gov)

**INNOVATIVE HOUSING PRODUCTION ZONING BYLAWS AND DESIGN GUIDELINES**

*Town of Scituate, Massachusetts, 2020*

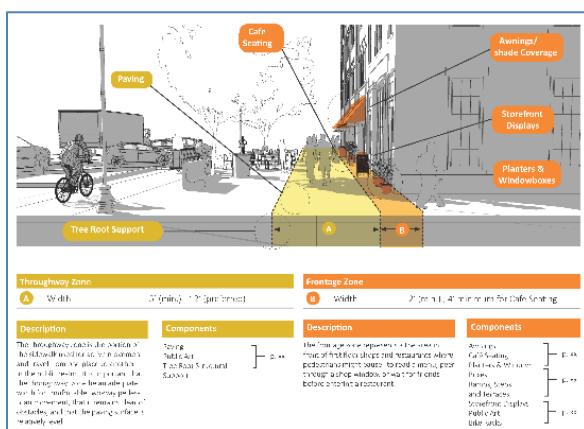


The Town of Scituate was awarded a grant from MassHousing Inc. under the Planning for Housing Production Program (PHP). MassHousing retained Brovitz Community Planning & Design (BCPD) to assist the Town of Scituate in carrying out this project. The goal of this project was to create and implement key housing policies and zoning initiatives that are identified in the Town's 2015 Housing Production Plan including the preparation of affordable housing guidelines, new inclusionary zoning provisions, amend residential development bylaws to expand flexibility and choice, make the ADU bylaw more flexible and user-friendly, prepare a new bylaw for "starter housing" on nonconforming lots, and consider the adoption

of a Smart Growth Overlay District (Chapter 40R). A key focus is providing housing choices in the villages center including Greenbush-Driftway, Scituate Harbor, and North Scituate. As of early 2021, the mixed use and fair and affordable housing standards for the Greenbush Area have been adopted and other draft bylaws are under consideration.

**DOWNTOWN, FLORENCE VILLAGE, AND GATEWAY CORRIDOR FORM-BASED ZONING CODE**

*City of Northampton, MA, August 2017 – Present*

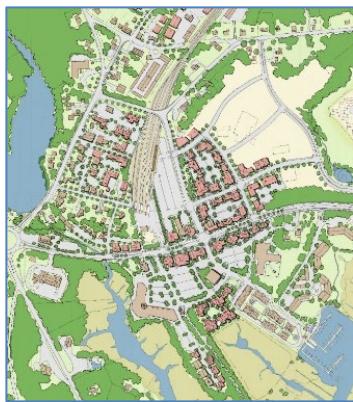


BCPD/D&F prepared development and design standards to activate the "public realm" spaces within the City's right-of-way and in front of buildings in the downtown area and along major gateway corridors. This included design standards for building facades and encroachments, signage, outdoor seating and displays, parking placement and access, sidewalk composition, street trees and furnishing, sustainable stormwater applications, bicycle facilities, parklets, and other components. BCPD/D&F are currently working with the City of Phase II of the project which includes detailed

form-based code for the downtown area, gateway districts, and Florence Village as well as an extensive public outreach program.

## GREENBUSH-DRIFTWAY STRATEGIC REVITALIZATION PLAN AND ZONING BYLAWS

*Town of Scituate, MA, June 2016 – 2019*



Working with the Scituate Economic Development Commission, BCDP/D&F prepared an existing land use and market assessment, conceptual master plan, and form-based code for infill development and redevelopment to create a walkable mixed-use district building off area attributes including the MBTA commuter station, historic Greenbush Village, the North River waterfront, Widows Walk Golf Course, and Scituate Harbor. The new form-based standards include a district/subdistrict regulating plan, use table and functional standards, building typology, open space and street design standards, parking reduction standards, and performance-based density increases. The new zoning package was adopted nearly unanimously at the

2019 Spring Town Meeting.

### Reference

Brad Washburn (Former Planning & Economic Development Director, Town of Scituate)  
Manager, Environmental Planning and Permitting  
Massachusetts Port Authority  
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Boston, MA 02128  
617.568.3546 (office)  
Email: [BWashburn@massport.com](mailto:BWashburn@massport.com)

## GATEWAY CORRIDORS RETROFIT AND MIXED USE FORM-BASE CODE

*City of Portsmouth, NH, April 2017 – December 2017*



BCPD/D&F prepared a form-based zoning package to integrate mixed use and workforce housing along major commercial corridors including the Route 1 Bypass, Lafayette Road, and Woodbury Avenue. The new development standards are intended to facilitate the transition of underutilized strip development areas into walkable mixed-use districts with a diversity of housing types and meaningful open spaces. The new form-based code was enhanced with actual development scenarios under the proposed zoning and design standards, and relevant case studies of actual development projects were

provided. The new zoning and design standards were adopted unanimously by City Council in December 2017. Several new mixed use projects are in the review and approval process.

## ROUTE 7 CORRIDOR SPRAWL RETROFIT PLAN, REGULATING PLAN, AND FORM-BASED ZONING

*Town of Shelburne, Vermont, 2015*



BCPD/D&F completed with project involving a highly interactive public participation process including a series of public scenario- building workshops, 2-day design charrette, stakeholder interviews, and regular meetings with the steering committee and local officials. The goals for the new form-based code are to advance the vision expressed by the community including more mixed use development in strategic areas defined by a detailed regulating plan along the Route 7 corridor, improved connectivity to neighborhoods and Lake Champlain, multimodal facilities and improved walkability, smart parking standards, stormwater best practices, streetscape enhancements, and active open spaces for civic gatherings of all types. The new Form-Based Code was adopted in the Spring of 2016.

## DOWNTOWN CORRIDOR & NEIGHBORHOOD CENTER VISION PLAN

*Town of Darien, Connecticut, 2016*



BCPD worked with Dodson & Flinker and Planimetrics in addressing the future of two key commercial centers, Downtown and Noroton Heights. The project included traditional plan drawings to explore alternative development scenarios, as well as digital modeling to explore the impact of several active development proposals where proponents are requesting increases to density and height standards currently allowed by zoning. The plan also laid out a strategy for shared parking, improved circulation, streetscape elements model block, enhanced civic spaces, storefront activation, and mixed use zoning. The vision plan was adopted as an element of the town's Plan of Conservation and Development (POCD).

## MEDFIELD STATE HOSPITAL REUSE VISIONING WORKSHOP AND REPORT

*Town of Medfield, Massachusetts, 2014*



The former Medfield State Hospital (MSH) includes approximately 249 acres of land including 140-acres of open space that supports diverse wetlands, wildlife habitat, flood plain, and 800-feet of frontage on the Charles River. A public visioning process was carried out to identify potential uses, layouts, and designs for the property as the initial steps in preparation for an overall master plan of the selected portions of the site. Internal visioning sessions were conducted with town staff and officials, and a full-day visioning session was conducted in which over 150 people participated. A

visioning report documents the existing conditions evaluation, community survey, public workshops and resulting concept plans and recommendations for preferred future uses of the former state hospital property within the context of Medfield's overall historic preservation, housing, open space and economic goals. As a result of the visioning process, the Town moved forward toward a redevelopment process.

## UNDERSTANDING OF THE SCOPE OF SERVICES

### **The Context**

Like other progressive communities in New England, Medfield seeks to preserve and invigorate the Route 109 commercial corridors and create more diversity in the housing stock to serve a broader range of income and age groups in the community. History has proven that clustered homes and traditional mixed use development patterns promote economic growth and housing choice as well as walkable places that facilitate civic interaction. However, many of these same communities, including Medfield, have been affected by gradual changes in transportation systems and market trends over the past 60 years, resulting in more dispersed development pattern and separated land uses supported by a regulatory framework and capital improvement programming that has placed a higher priority on automobile access and less importance of the pedestrian environment.

Medfield has been working diligently on housing and economic development initiatives over several years and recently adopted a town-wide master plan providing a clear set of policies and action going forward. The next step is to reevaluate the current zoning regulations for mixed use development and housing diversity within the framework of master plan. This will require the examination of compact, well-designed mixed use development case studies, as well as an assessment of local developments under the criteria of producing a desired range of housing forms and choices, location and patterns, scale, density, architectural design, mix of uses, parking, demands on public services, and public realm interfaces.

### **What the People Think**

Cluster residential development (such as OSRDs) and mixed use zoning works best when based on a clear vision, realistic market opportunity, and strong public support. As described in the Approach and Methods below, we intend to build off the master plan to translate ideas and preferences into a practical, context-based, and graphically enhanced set of residential and mixed use zoning amendments. This type of zoning must be carefully calibrated to local conditions and planning goals. Our team has a strong history and reputation of helping municipalities find innovative yet practical solutions by working closely with staff, town officials, stakeholders, and the general public in building consensus for zoning amendments through discussion, visualization, scenario building, and case studies that led to positive change in the community.

### **Creating a Strong and Supportive Relationship between the Public Realm and Private Development**

An important aspect of mixed use zoning is coordination between market opportunities for private development, land use regulations, strategic capital improvements. If mixed use or cluster housing zoning bylaws do not reflect market conditions and opportunities, they will not be utilized by developers.

Our firms specialize in translating master plan policies and actions into zoning amendments that create development standards for quality mixed use development as well as recommended public

improvements (such as the sidewalk between Shaw's and Pound Street). This will enhance development and increasing its potential to meet civic, housing, and economic goals for the community. Mixed use zoning and design standard must ensure that strong relationships are created between buildings, sites, streets, civic gathering places, and multi-modal facilities in terms of form, scale, orientation, and access.

### **Process, Product and Collective Vision**

Our team will review current building patterns, land use characteristics, and zoning regulations in preparing recommendations and draft OSRD and mixed use zoning amendments. Our collective goal is to provide a blueprint for the next generation of mixed use and housing diversity as a positive element of social and physical change in Medfield. The challenge will be to create an environment for constructive changes to take place while integrating and building on the cultural and historic qualities of the community, opening the door to private investment, and building a compatible and supportive relationship between development and surrounding neighborhoods.

## **APPROACH AND METHODOLOGY**

Our team includes Brovitz Community Planning & Design (BCPD) and Dodson & Flinker Associates. Ted Brovitz will serve as Project Manager and Principal in Charge and together with Peter Flinker and associates who will be involved in all aspects of preparing development scenarios, case studies, zoning revisions, and coordination of public engagement process. Based on the objectives of Task 1 and Task 2 outlined in the RFP and our extensive experience in preparing mixed use and housing choice zoning, the Project Team has outlined the following approach and methodology:

### **Project Kickoff**

The project team will meet with Town officials to thoroughly review the scope of work and to establish working relationships, lines of communication, protocols, project meeting schedules, and verify goals and objectives of the revised OSRD and mixed use development bylaws. We will discuss potential future opportunities for new mixed use development along Route 109 project area and community-wide opportunities for new residential choice developments. We will ask participants to provide a list of public officials, private property owners, developers, and other stakeholders that should be interviewed.

### **Review Existing Plans and Regulations**

The project team will review the 2020 Townwide Master Plan (relevant sections and recommendations), zoning bylaws, and other plans, policies, regulations, and initiatives relevant to housing and mixed use development. This will include the Housing Production Plan, Open Space and Recreation Plan, Historic District, site plan review requirements and procedures, subdivision regulations, public street design standards, and other that may support or inhibit housing choice and mixed use development. As zoning amendments are prepared, it will be important to demonstrate to the public support for housing choice and mixed use as well as deterrents in all town policies, plans and regulations.

### **Review Previous OSRD and Mixed Use Developments**

The project team will evaluate previously approved OSRDs and recently approved commercial/mixed use developments in Medfield. We will ask the Planning Department to provide site plan information to assess projected and realized traffic conditions, parking ratios, residential density, mix of unit types,

affordability, site and building design characteristics, and quality of open space, relevant impacts on community facilities and services. We will also analyze OSRDs and mixed use developments as they relate to the 2020 Master Plan recommendations. The project team will report our findings of this analysis to municipal staff and the Planning Board.

### **Mixed Use and Residential Cluster Development Case Studies**

The project team has assembled an extensive development case studies library in recent years that we have shared with our municipal clients. This includes detailed description, statistics, and graphics for numerous residential and mixed use developments in the Greater Boston region as well as around New England. Based on previously approved OSRDs and mixed use developments in Medfield will prepare a well-illustrated set of case studies that are consistent with the housing and land use recommendations in the Townwide Master Plan. These case studies will be valuable in providing examples to the public of the successful new cluster housing and mixed use developments in similar contexts as Medfield. The project team will present these case studies to municipal staff and the Planning Board.

### **Preliminary Amendments and Implementation Strategy**

In preparing the preliminary zoning amendments and implementation strategy, the project team will work closely with Town officials, staff and key stakeholders in preparing a regulatory framework for mixed use development and OSRD that considers the advantages and disadvantages of various zoning techniques and best practices. Based on our recent and ongoing experience, a general zoning framework will include the following:

**Base Mapping:** The project area is defined as the Route 109 corridor between Lovell's Garden Center through Downtown Medfield (1.65 miles from Nebo Street area through North Meadows Road area) where the best opportunities are for better mixed use zoning regulations. Having a good base map with parcels, building location street ROW, parking, landscaping, uses, and other attributes will be useful for public meetings and interviews with stakeholders.

**Building Type and Lot Standards:** Design standards for residential and mixed use building types will be prepared using feedback from town officials, the Planning Board and the public. These standards will consider the following:

- Placement standards that provide specificity in terms of building location, frontage, orientation, parking, and access.
- Appropriate building design standards for size, height, massing, articulation, orientation, and fenestration.
- Minimum/maximum lot size, depth and frontage, and coverage (to establish appropriate density and pedestrian/auto orientation by district).
- Build-to-zones and frontage occupation requirements to establish walkable environment and strong relationship between buildings and the street.
- Building heights and step-backs from the street for tall buildings to create a comfortable ratio of street enclosure.

- Ratio requirements for mixed use and residential affordability and unit size
- Ground floor commercial requirements in the village center.

**Use and Density Standards:** Table of Uses adjustments that facilitate desired residential and mixed uses forms into different districts. We will consider whether additional uses should be allowed by special permit or “by right” with specific performance standards that address the potential impacts on adjacent uses (horizontally or vertically) that could be incompatible without specific regulations. Typically, we provide an option for increased density where appropriate and tied to public improvement benefits such as public open space, additional affordable housing, smaller residential units, public parking, sustainable design, and other incentives.

**Parking and Access Standards:** Context-based amendments to existing parking standards allowing for a mixed use “toolbox” with options to reduce the number of on-site parking spaces as well as the footprint such as with shared parking, offsets for access, satellite parking, shared vehicle spaces, structured parking, tandem parking and other best practices. Additionally, standards for the placement of parking and safe access by vehicle and pedestrian will be included in these preliminary standards recognizing that most mixed use developments are in pedestrian-oriented areas along the corridor.

**Open Space Standards:** Design standards for open spaces, civic amenities, and gathering spaces in mixed use developments intended for active and passive recreational uses. We typically create a series of outdoor amenity space (OAS) types where developers have the option of creating different combinations of private spaces, public spaces, or publicly-oriented private spaces (POPS).

**Zoning Map:** Using public input and results of the residential and mixed use development analysis, the project team prepare adjustments to specific zoning districts as needed to facilitate the best opportunity for the revised OSRD and mixed use amendments to be fully utilized.

### **Stakeholder Meetings**

The project team will discuss preliminary zoning revisions to public and civic stakeholder groups to ensure that Medfield’s planning goals are being carried out and that the potential amendments will yield high quality OSRD and mixed use development projects in the future. We will also meet with private sector stakeholders to better understand the physical and market constraints and opportunities for mixed use development in the community.

We anticipate setting up “office hours” at Town Hall once per month for the duration of the project (6 days estimated). This will provide stakeholders an opportunity to stop by and discuss their development ideas and opinions of preliminary zoning amendments with project team members.

### **Planning Board Meetings**

We anticipate monthly meetings with the Planning Board to review OSRD and mixed use project analysis, case studies, stakeholder feedback, draft zoning amendments, and public hearing. We estimate 6 meetings with the board.

## Public Forum

The project team will conduct a public forum with the Planning Board, town staff, and general public to review and discuss the preliminary zoning amendments and the implementation strategy. We anticipate that this forum would be an “open house” format where participants can informally review materials and ask questions of the project team. We will then make a PowerPoint presentation and display of maps, plans and other graphic materials related to the new zoning and design standards. We will provide the Town all presentation materials in electronic format so that it can be posted on the Medfield website.

## FINAL DELIVERABLE WORK PRODUCT

The project team will provide the following work product:

- Updated and revised Article 7 (Open Space Residential Zoning Bylaw) along with public outreach materials. The revised Article 7 will support Master Plan Recommendation 4.2.3; incorporate “best practices” tool for natural resource protection and housing choice; the “perfect square” requirement in the minimum lot regulations will be removed as will the minimum acreage requirement; and a range of residential use types (single-family, townhouse, two-family, multifamily) will be defined with design standards.
- Preparation of Mixed Use Zoning Regulations with public outreach materials. The new zoning regulations will support Master Plan Recommendations 1.1.1, 2.2.3, 4.1.3; apply to the Route 109 corridor as defined in the scope; and revise the special permit process for residential units.
- Conceptual Sidewalk Design – A conceptual layout of a new sidewalk will be prepared between the Shaw’s Plaza and Pound Street (approximately .5 miles on the south side of Route 109 using existing and available plans and aerial photography).
- Memo outlining the analysis of previously approved OSRDs and mixed use development projects.
- Residential and mixed use development case studies relevant to Medfield (PowerPoint slides)
- Preliminary amendments and implementation strategy plan including draft zoning language and mapping.
- Memo outlining the results of the stakeholder meetings.
- PowerPoint slides from the Public Forum outlining the preliminary zoning amendments and implementation strategy.

## PROJECT SCHEDULE

The BCPD/DF Team will begin work on the project immediately upon execution of the grant agreement. Based on similar experience, we anticipate that the project duration will be about 6 to 8 months but will be completed no later than June 30, 2022.

MEDFIELD OSRD AND MIXED USE ZOING AMENDMENTS - PROJECT SCHEDULE						
PROGRESSIVE STEPS	MONTH					
	1	2	3	4	5	6
<b>Project Kickoff</b>	X					
<b>Review Existing Plans and Regulations</b>	X	X	X			
<b>Review Previous OSRD Mixed Use Developments</b>	X	X	X			
<b>Residential and Mixed Use Development Case Studies</b>		X	X	X		
<b>Preliminary Amendments and Implementation Strategy</b>	X	X	X	X	X	
<b>Stakeholder Meetings</b>				X	X	
<b>Public Forum</b>						X
<b>Planning Board Meetings</b>	X	X	X	X	X	X
<b>Final Deliverable Work Product</b>						X
Meetings and Workshops	X					
Task Work	X					
Deliverables	X					

## PROJECT BUDGET

The BCPD/DF Team understands that the project is dependent on grant funding and will not commence if the Town's grant application is unsuccessful. We have submitted a project budget on the Price Proposal Form below.

## PROJECT PRICE PROPOSAL

**Price Proposal Form**

**CONSULTANT SERVICES  
TOWN OF MEDFIELD**

CONTRACTOR:      Town of Medfield  
                          459 Main Street  
                          Medfield, MA 02052

PROPOSER: Brovitz Community Planning & Design (Lead)

Dodson & Flinker, Inc.

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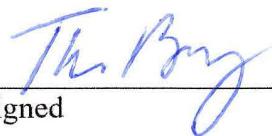
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## PROJECT: PLANNING AND ZONING CONSULTANT

### PRICE PROPOSAL:

Task 1: OSRD Bylaw Revision	\$20,000
Task 2: Mixed Use Zoning Revision	\$25,000
<i>Additional Services:</i>	
Conceptual Plan for Main Street Sidewalk (Shaws > Pound Street)	\$5,000
<b>Total:</b>	<b>\$50,000</b>

Signed



Theodore Brovitz, BCPD  
Print Name

Title

05.28.21  
Date Signed



## PROJECT TEAM RESUMES

**EDUCATION**

MS, Environmental Management, Duke University, Durham, NC, 1986

BA, Environmental Studies, Rollins College, Winter Park, FL, 1984

SmartCode® Training Program, Atlanta, GA, 2005

Architectural Survey Course, Boston Architectural College, Boston, MA, 2002

National Main Street Training Program, Portland, ME, 2001

Real Estate Development Financing Training Workshop, MIT School of Real Estate, Cambridge, MA, 1995

National Main Street® Training Program, Montpelier, VT, 1994

**AWARDS**

2013 Outstanding Plan of the Year Award, Turners Falls Downtown Livability Plan, Montague, MA Chapter APA

2009 Honor Award, Buzzards Bay Downtown Vision Plan, Bourne, MA, VT Chapter ASLA

2008 Outstanding Plan of the Year Award, Buzzards Bay Downtown Vision Plan, Bourne, MA Chapter APA

2007 Outstanding Plan of the Year Award, Barrington NH New Town Center Plan, Northern New England Chapter APA

1995 Plan of the Year, Windham Regional Planning Commission, Downtown Brattleboro Master Plan

**PUBLICATIONS**

Contributing Author, *Rural By Design*, Revised Edition by Randall Arendt. Chapter 7 - Form- Based Coding and Standards for Performance and Design 2016

Business Improvement District (BID) Handbook and Workshops, MA. Department of Housing and Community Development, Various Locations, Massachusetts, 2001

Converting Downtown Streets from One-Way to Two-Way Traffic Circulation Report, Published in Main Street News 2002, and Downtown Ideas Exchange and Urban Transportation Monitor, 2000

**Professional Interests and Focus**

Ted Brovitz has over 25 years of experience and has spearheaded numerous community master plans, strategic area vision plans, economic development and marketing strategies, land use regulations and design guidelines, and corridor plans throughout New England, Upstate New York, Florida, and in Idaho. His primary focus is on community placemaking, village and neighborhood revitalization, sprawl repair and retrofit, form-based and character-building zoning and design standards. Ted is a frequent speaker and has led several workshops on these topics. Ted is also an active member of the Congress for the New Urbanism, American Planning Association, Massachusetts Association of Planning Directors, and Urban Land Institute.

**Professional Experience**

Ted has significant experience in both the public and private sectors. Over the course of his career, he has held positions as an environmental planner, regional planner, municipal planner, executive director of downtown economic development corporations and business improvement districts, and as a consulting planner over the last 20 years focusing on sustainable community planning and design. Detailed descriptions of professional responsibilities in the following positions are available upon request.

**Founder & Principal, Brovitz/Community Planning & Design  
Marshfield, Massachusetts, July 2014 to Present**

Ted formed Brovitz/Community Planning & Design (BCPD) which focuses on innovative and comprehensive solutions to planning and revitalization challenges emphasizing sustainable community development, placemaking, context-based design and land use regulations, and environmental sensitivity.

**Manager of Community Planning & Design, Howard/Stein-Hudson Associates  
Boston, Massachusetts, December, 2011 to July, 2014****Collaborative Partnership, The Cecil Group  
Boston, Massachusetts, January, 2010 to November, 2011****Senior Planner & Associate, Stantec Planning and Landscape Architecture, Inc. (Dufresne-Henry acquired by Stantec in June, 2006)  
Boston, MA and Sarasota, FL Offices, November 2000 to January, 2010****Executive Director, Hyannis Main Street Business Improvement District  
Hyannis, Massachusetts, November 1999 to November 2000****Executive Director, Fitchburg By Design, Inc.  
Fitchburg Massachusetts, September 1995 to November 1999****Director of Planning and Development, Town of Brattleboro, Vermont  
November 1989 to September 1995****Planning Director, Blackstone Valley Planning Council  
Sutton, Northbridge and Uxbridge, Massachusetts, March, 1988 to October, 1989.****Senior Planner, Strafford Regional Planning Commission  
Dover, New Hampshire: September, 1986 to March, 1988.**



### LECTURES & WORKSHOPS

Master Planning and Implementation Strategies to Help Downtowns and Village Centers Get Ready for the New Economy, Mass Assoc. of Planning Directors Conference, 2019

Turning Transitional Neighborhoods, Corridors, and Industrial Districts into Vibrant Places SNEAPA Conf., Providence, RI, October 2017

Parking Strategies for Stronger Communities Conference, Boston, MA, 2014

Creating Vibrant Places: Putting Together All the Pieces of Diverse Neighborhoods and Village Centers, SNEAPA, 2013

Complete and Context-Based Street Design Toolbox, Mass. Association of Planning Directors Luncheon, 2013

ULI Technical Assistance Panel: Campello Neighborhood Revitalization, Brockton, MA, 2013

ULI Technical Assistance Panel: The Future of Parking in Downtown Hyannis, MA., 2013

Context-Based Zoning and Other Innovative Placemaking Tools, SNEAPA, 2012

Form-Based Code: A Status Report for New England, Build Boston Conference, 2011

Achieving Compact, Mixed Use Neighborhoods: Municipal Incentives, Regulations and Form-Based Code Workshop, Growth Smart Rhode Island, 2011

Downtown Design, Design Guidelines, and Façade Improvement Programs, Mass. Downtown Initiative, 2010

Downtown Partnerships - Expanding the Tool Box for Revitalization; SNEAPA 2002

Downtown Parking - Perceptions, Reality and Strategies for Both; Annual Maine Downtown Revitalization Conf., 2002 and 2003

National League of Cities Conference, Presenter Moscow ID Downtown Master Plan, 2002

Business Improvement Districts Workshop, SNEAPA 2000

Getting Started on Downtown Revitalization Workshop, 1997, Mass. DHCD

### Project Experience

Ted Brovitz has completed numerous plans, studies, and regulations over the past two decades. Three of his projects have won APA Chapter Plan of the Year awards including the Downtown Turners Falls MA Livability Plan, the Barrington NH New Town Center Plan and the Downtown Buzzards Bay MA Vision Plan. Full project descriptions and most plans are available in PDF format upon request.

### VISIONING WORKSHOPS & DESIGN CHARRETTES

#### Downtown & Neighborhood Design Charrette

New Bedford, Massachusetts, 2015 (7 Days)

#### North 40 Visioning Workshops & Future Use Report

Wellesley, Massachusetts, 2015 (3 Days)

#### Kingston Placemaking Summit Design Charrette

Kingston, Massachusetts, 2015 (3 Days)

#### Medfield State Hospital Reuse Visioning Workshop and Report<sup>3</sup>

Medfield, Massachusetts, 2014 (1 Day)

#### North Eastham Village Center Design Charrette<sup>1</sup>

Eastham, Massachusetts, 2014 (2 Days)

#### N. Amherst & Atkins Corners Visioning Workshop<sup>2</sup>

Amherst, Massachusetts, 2013 (2 Days)

#### West Concord Village Design Charrette<sup>1</sup>

Concord, Massachusetts, 2013 (3 Days)

#### Buzzards Bay Downtown Design Charrette<sup>1</sup>

Bourne, Massachusetts, 2012 (3 Days)

#### Growth Centers and Future Land Use Design Charrette (3-Day)<sup>1</sup>

Sandwich, Massachusetts, 2010

### DOWNTOWN AND VILLAGE CENTERS PLANNING & REVITALIZATION

#### Worcester Street Neighborhood Center Vision Plan and Mixed Use Zoning Bylaw

Grafton, Massachusetts, 2019

#### Downtown & Neighborhood Center TOD Vision Plan

Darien, Connecticut, 2017

#### Downtown Economic Development Plan<sup>3</sup>

Peabody, Massachusetts, 2014

#### Downtown Livability Plan<sup>3</sup>

Turners Falls, Massachusetts, 2013

#### Downtown Master Plan & Implementation Program<sup>2</sup>

Norwood, Massachusetts, 2013

#### Buzzards Bay Downtown Vision Plan & Zoning Bylaw<sup>1</sup>

Bourne, Massachusetts, 2012

#### West Concord Village Master Plan, Design Guidelines & Zoning Amendments<sup>1</sup>

Concord, Massachusetts, 2012

**DOWNTOWN AND VILLAGE CENTERS PLANNING & REVITALIZATION**

**Downtown Master Plan<sup>1</sup>**

Batavia, New York, 2006

**Downtown Revitalization Plan<sup>1</sup>**

Caribou, Maine, 2003

**FORM-BASED CODES (FBC)**

**Maple St. Corridor Vision Plan, 40R & Form Based Code**

Danvers, Massachusetts, 2020

**Downtown, Florence Center & Gateways Form-Based Code**

Northampton, Massachusetts, 2020

**Greenbush-Driftway TOD Vision Plan and Form-Based Zoning Bylaws**

Scituate, Massachusetts, 2019

**Downtown Form-Based Mixed Use Overlay District and Design Guidelines**

Norwood, Massachusetts, 2019

**Downtown Mixed Use Overlay Form-Based-Code**

Norwood, Massachusetts, 2019

**Oak Grove Park Development Plan and Mixed Use Form-Based Code**

Medway, Massachusetts, 2019

**Greenbush TOD Vision Plan & Mixed-Use Form-Based Code**

Scituate, Massachusetts, 2019

**Vision Plan and Form-Based Code For Downtown, Acushnet Avenue & Goulart Square**

New Bedford, Massachusetts, 2016

**Smart Growth/Chapter 40R District Master Plan, Form-Based Code & Design Standards**

Maple St. Industrial District, Danvers, Massachusetts, 2018

**R1-A Corridor Retrofit Mixed-Use Form-Based Code**

Portsmouth, New Hampshire, 2018

**Cross-Vitti Industrial Area Retrofit Plan & Form-Based Code**

New Canaan, Connecticut, 2017

**Route 7 Corridor Mixed Use Illustrative Plan & Form Based Code**

Shelburne, Vermont, 2015

**Merrick Neighborhood Zoning Audit and FBC<sup>3</sup>**

West Springfield, Massachusetts, 2014

**Broad Street Urban Renewal District Form-Based Code<sup>2</sup>**

Manchester, Connecticut, 2014

**Village Centers Conceptual Development Plan and Form Based Code<sup>2</sup>**

Amherst, Massachusetts, 2013

**Downtown Buzzards Bay Form Based Code & Design Guidelines<sup>1</sup>**

Bourne, Massachusetts, 2010

**LAND USE & DEVELOPMENT REGULATIONS**

**Residential Choice & Diversification Bylaws and Design Guidelines**

Lexington, Massachusetts, 2021 (On-going)

**Medical Services Overlay District Zoning Bylaw**

Norwood, Massachusetts, 2021

**Housing Production Zoning Bylaws & Design Guidelines**

Scituate, Massachusetts, 2020

**Updated Use Table Terminology, Definitions, and Performance Standards**

New Bedford, Massachusetts, 2020

**Maple Street Area Smart Growth District Bylaw (C40R) and Design Standards**

Danvers, Massachusetts, 2018

**Smart Parking Evaluation and New Bylaw**

Wellesley, Massachusetts, 2014

**Smart Parking Evaluation and New Bylaws<sup>3</sup>**

Framingham, Massachusetts, 2014

**Smart Parking Evaluation and New Bylaws<sup>3</sup>**

Wellesley, Massachusetts, 2013

**Zoning Audit, Bylaw & Design Guidelines<sup>3</sup>**

Chelmsford, Massachusetts, 2012

**Zoning Evaluation & Design Guidelines for Commercial & Industrial Districts<sup>1</sup>**

Westford, Massachusetts, 2008

**COMMERCIAL CORRIDOR RETROFIT/SPRAWL REPAIR PLAN AND MIXED USE ZONING BYLAWS**

**Route 1 Corridor Mixed Use Vision Plan & Zoning Bylaw**

Norwood, Massachusetts, 2021 (On-going)

**Route 109/Main Street Corridor Mixed Use Zoning Bylaw**

Medway, Massachusetts, 2021 (On-going)

**Route 35 Corridor C40R Mixed Use Vision Plan, Form-Based Code & Design Guidelines**

Town of Danvers, Massachusetts, 2020

**Gateway Corridors Mixed Use Retrofit Form-Base Code**

Portsmouth, New Hampshire, 2017

**Grove Street Strategic Area Plan**

New Canaan, Connecticut, 2018

**Linden Street Corridor Vision Plan<sup>1</sup>**

Wellesley, Massachusetts, 2004

## THEODORE BROVITZ / CURRICULUM VITAE

### INDUSTRIAL PARK RETROFIT & ZONING BYLAWS

#### Hartwell Innovation Park Visioning, Zoning Bylaws and Design Guidelines

Lexington, Massachusetts, 2021 (On-going)

#### Oak Grove URD Industrial Park Vision Plan & Form-Based Code

Medway, Massachusetts, 2020

#### Forestdale Village Mixed Use Development Concept Plan and Feasibility Analysis

Private Developer, Sandwich, Massachusetts, 2018

#### Cross-Vitti Industrial Area Retrofit Plan & Mixed Use Form Based Code

New Canaan, Connecticut, 2017

#### Route 7 Corridor Mixed Use Illustrative Plan & Form Based Code

Shelburne, Vermont, 2016

#### Route 4 Smart Growth Corridor Connection Plan

Rutland and West Rutland, Vermont, 2016

#### Bourne Green Business Campus Feasibility Study & Conceptual Plan<sup>1</sup>

Bourne, Massachusetts, 2010

### STRATEGIC PLANNING & ECONOMIC DEVELOPMENT

#### Economic Development Planning and Technical Assistance

Scituate, Massachusetts, 2016 (On-going)

#### Washington St. Neighborhood Plan and Mixed Use Zoning Bylaw

Grafton, Massachusetts, 2019

#### North Grafton TOD Village Strategic Plan, C40R and Design Guidelines

Grafton, Massachusetts, 2018

#### North 40 Visioning, Land Use Scenario Building, and Zoning Alternatives Study

Wellesley, Massachusetts, 2015

#### North Grafton Transit Village Strategic Plan, C40R Bylaw & Design Guidelines

Grafton, Massachusetts, 2017

#### Town Square Transportation Plan

Stoughton, Massachusetts, 2014

#### Buzzards Bay Façade Improvement Program and Design Guidelines

Bourne, Massachusetts, 2013

#### Village Centers Façade Improvement Program and Design Guidelines<sup>2</sup>

Braintree, Massachusetts, 2013

#### Historic Buildings Adaptive Reuse Study<sup>2</sup>

Weston, Massachusetts, 2012

#### Affordable Housing Production Plan & Bylaw<sup>1</sup>

Duxbury, Massachusetts, 2010

### Smart Village Plan: Central Ave./Milton Village<sup>1</sup>

Milton, Massachusetts, 2005

#### Lakefront Redevelopment Plan<sup>1</sup>

Canandaigua, New York, 2005

### COMPREHENSIVE MASTER PLANS

#### Comprehensive Master Plan

Kingston, Massachusetts, 2018

#### Comprehensive Master Plan<sup>3</sup>

Arlington, Massachusetts, 2014

#### Comprehensive Master Plan<sup>3</sup>

Stoughton, Massachusetts, 2014

#### Comprehensive Master Plan<sup>1</sup>

Sandwich, Massachusetts, 2010

#### Comprehensive Master Plan<sup>1</sup>

Sheffield, Massachusetts, 2010

#### Comprehensive Master Plan<sup>1</sup>

Amherst, Massachusetts, 2008

#### Comprehensive Master Plan<sup>1</sup>

Conway, New Hampshire, 2004

#### Comprehensive Master Plan<sup>1</sup>

Barrington, New Hampshire, 2003

#### Comprehensive Master Plan

Brattleboro, Vermont, 1991

### DEVELOPMENT PLANNING AND REVIEW

#### Woodmont Commons TND Development Technical Project Review Services

Town of Londonderry, New Hampshire, 2013

<sup>1</sup> Completed as project manager for Stantec Planning & Landscape Architecture and Dufresne-Henry, Inc.

<sup>2</sup> Completed in collaboration with The Cecil Group, Inc.

<sup>3</sup> Completed as Manager of Community Planning and Design, Howard/Stein-Hudson Inc.

### References & Testimonials

Available upon request.

# DODSON & FLINKER

Landscape Architecture and Planning

## PETER FLINKER

Landscape Architect & Planner  
FASLA, FAICP

### PROFESSIONAL EXPERIENCE

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#### **President, Dodson & Flinker, Inc. (formerly Dodson Associates)**

*Landscape Architects & Planners, Florence, Massachusetts*

Principal: 1998 - Present

Project Manager and Landscape Architect: 1987-Present

Landscape Architect and Certified Planner on projects ranging in scale from residential and commercial site design to regional planning. Active in exploration of the use of creative design and alternative technologies to accommodate growth in changing urban, suburban and rural landscapes. As an author and illustrator, has prepared numerous publications designed to help both professionals and laypeople understand complex planning and design concepts, including the award-winning South County Design Manual, the Urban Environmental Design Manual and the Rhode Island Conservation Development Manual. A frequent presenter to conservation groups, town boards and professional organizations on the topics of Smart Growth and Sustainable Development, has facilitated dozens of charrettes for Main Streets, village centers and highway corridors, and prepared numerous master plans and construction documents for schools, parks and other public facilities.

### SELECTED CURRENT AND RECENT PROJECTS

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A leader in planning and design for schools, parks, streetscapes and other public facilities that balance creative site planning with efficient and cost-effective design strategies. Active in helping communities plan for resilience and create sustainable master plans for historic districts, main streets, sites, and sensitive environmental areas. Recent projects include:

**Shelter Island Comprehensive Plan** | Shelter Island, NY (ongoing)

**East Milton Square Masterplan and Zoning Strategies** | Milton, MA (2021)

**Easthampton Housing Needs Assessment and Housing Production Plan Update** | Easthampton, MA (2021)

**Stow Acres Masterplan for Conservation and Housing** | Stow, MA (2021)

**Wilson Opportunity Sites Study** | Wilson, CT (2020)

**Lexington Housing Development** | Lexington, MA (2019)

**Littleton Transit Station Area Plan** | Littleton, MA (2019)

**Upton Center Masterplan** | Upton, MA (2019)

**Low Impact Development Regulatory Review and Revisions** | Natick, MA (2019)

**Littleton Comprehensive Plan** | Littleton, MA (2018)

**North Grafton Transit Village** | Grafton, MA (2017)

## AWARDS

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**American Planning Association - Massachusetts Chapter:**

2013 Planning Project Award for the Turners Falls Downtown Livability Plan

**Boston Society of Landscape Architects:**

2019 Merit Award in Analysis & Planning for Montauk Hamlet Master Plan

2012 Merit Award in Analysis & Planning for the Exeter Visions Project

2007 Merit Award for the Urban Environmental Design Manual.

2006 Honor Award for The Rhode Island Greenspace Program.

2006 Honor Award for The Blackstone River Visioning Project.

1992 Merit Award for Mansfield Training School Masterplan.

**American Society of Landscape Architects:**

2003 Merit Award in Analysis & Planning for the Buffalo Bayou Masterplan, Houston, TX.

2002 Honor Award for The South County Design Manual.

**Rhode Island Historical Preservation and Heritage Commission:**

2002 State Historic Preservation Planning Award, for South County Watersheds Technical Planning Assistance Project.

## PROFESSIONAL REGISTRATION & ACTIVITIES

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Massachusetts Registered Landscape Architect #976

Fellow, American Society of Landscape Architects, 2017

Member, American Institute of Certified Planners, 2000

Fellow, American Institute of Certified Planners, 2019

AICP Certified Environmental Planner, 2011

AICP Certified Urban Designer, 2011

ASLA Centennial Community Assistance Team: New England Greenway Project

Founding Member, Mill River Greenway Initiative

Massachusetts Certified Municipal Vulnerability Preparedness Provider, 2017

## EDUCATION

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**University of Massachusetts at Amherst** - Masters in Landscape Architecture, 1987

**Hope College**, Holland, Michigan - Bachelor of Science in Biology, 1982

# DODSON & FLINKER

Landscape Architecture and Planning

## DILLON SUSSMAN

Senior Associate, Planning and Community Design

### PROFESSIONAL EXPERIENCE

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#### **Dodson & Flinker**

*Landscape Architects & Planners, Florence, Massachusetts*

Senior Associate: 2018- Present

Senior planner, managing a wide range of projects, from regional and municipal planning projects to zoning and form-based codes. He has expertise in physical planning, urban design, site design, bicycle and pedestrian planning, zoning and form-based codes, low impact design, tactical urbanism, healthy community design, healthy aging, health impact assessment, food system planning, and authentic community engagement and decision-making. Dillon holds a M.A. in Landscape Design in Planning from the Conway School. He has extensive experience in documentary film-making and graphic design.

### SELECTED CURRENT AND RECENT PROJECTS

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**Shelter Island Comprehensive Plan Update (with Larissa Brown + Assoc.)** | Shelter Island, NY (ongoing)

**Downtown and Florence Masterplan & Form-Based Code** | Northampton, MA (ongoing)

**Two-Family Housing Form-Based Code** | Northampton, MA (ongoing)

**East Milton Sq. Masterplan & Zoning Strategies (with Barrett Planning Group)** | Milton, MA (ongoing)

**Easthampton Housing Needs Assessment and Housing Production Plan Update (with Barrett Planning Group)** | Easthampton, MA (ongoing)

**Littleton Transit Station Plan (with Barrett Planning Group)** | Littleton, MA

**Harvard Agriculture Climate Plan (with Kim Lundgren Associates)** | Harvard, MA (2020)

**Mt. Tom North Trailhead Park, Schematic Design** | Easthampton, MA (2020)

**Downtown Tree Plan** | Gardner (2020)

**Municipal Vulnerability Preparedness (MVP) Plans** | Williamsburg, MA (2019), Becket, MA (2020), Gardner, MA (2020), Hatfield, MA (ongoing)

**Upton Center Masterplan** | Upton, MA (2019)

**Low Impact Development Regulatory Review and Revisions** | Natick, MA (2019)

**Healthy Aging Plan and follow up Zoning Revisions (at PVPC)** | Williamsburg, MA (2016-2018)

**"Massachusetts Healthy Community Design Toolkit, Second Edition (Healthy Aging)" and "Municipal Strategies to Increase Food Access" (at PVPC)** | Massachusetts DPH (2014, 2016)

## PREVIOUS EXPERIENCE

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Senior Planner & Urban Design Specialist, Pioneer Valley Planning Commission - Springfield, MA, 2014-2018

Planning & Design Associate, Joel Russell Associates - Northampton, MA , 2011–2014, 2017-2018

Principal, Designer & Planner, Ground Truth Design - Northampton, MA, 2008–2018

Video Producer & Editor, Monadnock Media - Sunderland, MA, 2001–2007

Associate Producer, InLight Interactive - Springfield, MA, 2000

Intern/Assistant Video Editor, Pinehurst Pictures - Northampton, MA, 1999–2000

Freelance Graphic Design, Various Clients - New York City, NY, 1999

Wayfinding Design Assistant, H Plus, Inc. - New York City, NY, 1997-1998

## AWARDS

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Western Massachusetts Safe Routes to School Community of the Year, MassDOT Safe Routes to School, 2018  
(awarded to the Memorial School, West Springfield for work we did together)

Golden Shoe Award, Walk Boston, 2017

## SELECTED PRESENTATIONS

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“Healthy Aging and Community Design,” at the Mass in Motion Action Institute, Worcester, MA, April 2014.

“Healthy Aging and Community Design” at the Western Mass Elder Care Conference, Holyoke, MA, May 2014.

## AFFILIATIONS/VOLUNTEERING

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Healthy Aging Fund Advisory Committee, Massachusetts Department of Public Health, 2018-present

Massachusetts Partnership for Health Promotion and Chronic Disease Prevention Leadership Team, 2017-2018

Built Environment Community of Practice, 2015-present

Research Associate, Landscape Studies, Smith College, 2011-2013

Track Chair for 2014 Conference and Member, Northeast Sustainable Energy Association (NESEA), 2013

Member, Northampton Zoning Revisions Committee, 2009-2011

## EDUCATION

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### **Conway School of Landscape Design**

Master of Arts in Landscape Design and Planning, 2008

### **Vassar College**

B.A. Self-designed Major in 20th Century Art, Philosophy and Linguistics, 1997

# DODSON & FLINKER

Landscape Architecture and Planning

## NATHAN BURGESS

Associate Landscape Architect & Planner  
ASLA, RLA

### PROFESSIONAL EXPERIENCE

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#### **Dodson & Flinker**

*Landscape Architects & Planners, Florence, Massachusetts*

Senior Associate: 2019 -Present

Associate: 2013-2019

Landscape Architect and planner on projects ranging in scale from residential and commercial site design to regional planning. Professional experience includes coastal resilience planning, waterfront design, scenic landscape inventory and analysis, site assessment for affordable housing, designing educational landscapes and playgrounds, form-based zoning, community master planning, and developing public engagement games and exercises. Nate graduated with a Master's degree in landscape architecture from the University of Virginia. He also holds a Bachelor's degree from the College of William and Mary in Environmental Geology and English.

### SELECTED CURRENT AND RECENT PROJECTS

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Nate provides project management and technical support for Dodson & Flinker's full range of site design and planning projects. Selected projects over the last five years include:

- East Hampton Coastal Assessment & Resiliency Plan with GZA** | East Hampton, NY (ongoing)
- Shaw Elementary School** | Millbury, MA (ongoing)
- Town Beach Waterfront Masterplan and Site Improvements** | Swansea, MA (2014-2020)
- Town House Entrance Improvements, Elizabeth Taber Library Reading Circle Garden, Bicentennial Park Improvements** | Marion, MA (2018-present)
- Irwin M. Jacobs Elementary School** | New Bedford, MA (2015-2018)
- Pelham Land Inventory and Assessment for Future Housing Development** | Pelham, MA (2017)
- Montauk Hamlet Master Plan** | East Hampton, NY (2016)
- Business District Master Plans** | New Canaan, CT (2015-2016)
- Downtown Charrette and Form-Based Code** | New Bedford, Massachusetts (2015)

### PROFESSIONAL REGISTRATION AND ACTIVITIES

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Massachusetts Registered Landscape Architect #4241  
Municipal Vulnerability Preparedness Provider - Massachusetts EEA, 2017  
Member, American Society of Landscape Architects

Co-chair, Western Massachusetts Section of the Boston Society of Landscape Architects (2019-present)

## PREVIOUS EXPERIENCE

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Trainee, National Park Service Historic American Landscape Survey -Washington, DC, - Summer 2013

UVA Externships: Landworks-Studio (2013); Michael Vergason Landscape Architecture (2012); Lee & Associates (2011)

Cultural Landscape Report Fellow, UVA Office of the Architect - Charlottesville, VA Summer 2012

Landscape Architecture Internship: Anchor QEA - Seattle, WA, Summer 2011

American Geological Institute Communications Specialist & Assistant Designer of Earth Magazine - Alexandria, VA, 2009-2010

Architecture Internship: Hopke and Associates - Williamsburg, VA, Fall 2008

## SELECTED PRESENTATIONS AND PUBLICATIONS

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Invited Speaker: Boston Society of Landscape Architects & Boston Harbor Now Boat Tour, Fall 2019

Invited Panelist: Western Massachusetts Boston Society of Landscape Architects Managed Retreat Film Screening and Panel Discussion, Fall 2019.

Burgess, Nate, "Mobilizing Community, A Residential Model for Rising Seas," Winner - Professional Visionary Category, 2014 Suburbia Transformed 3.0 Competition, James Rose Center.

Stevens, Rachel, Kristina Hill, Nate Burgess, Amy Grady, "New Beach Designs as an Urban Adaptation to Sea Level Rise," Research presented at 2013 Annual Conference of the Council of Educators in Landscape Architecture, Spring 2013.

Burgess, Nate, "Geotextiles: From Sludge to Shoreline Protection to Surfing - What's Next?" Earth magazine, November 2011, vol. 56, no. 11

Burgess, Nate, "Researching Future Flood Risks In California's Sacramento-San Joaquin River Delta," Earth magazine, September 2010, vol. 55, no. 9

## EDUCATION

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### **University of Virginia: School of Architecture**

Master of Landscape Architecture; Graduated May 2013

### **The College of William & Mary**

B.S. Geology (Concentration: Environmental Geology), English

Summa Cum Laude, Phi Beta Kappa, High Honors in Geology; Graduated December 2008



Massachusetts law about roads and streets:

<https://www.mass.gov/info-details/massachusetts-law-about-roads-and-streets>

**Massachusetts Streets and Ways for Surveyors,**

by F. Sydney Smithers, Esq., 2011

This 78-page document provides a lengthy discussion of public & private ways in Massachusetts including establishment and maintenance of ways, installation of utilities, easements, discontinuance and subdivision control. Includes detailed references to cases and statutes.

Link: <https://cainhibbard.com/wp-content/uploads/2011/03/Streets-Ways-May-2011.pdf>

Excerpts from:

## MASSACHUSETTS STREETS AND WAYS FOR SURVEYORS

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2011

Finally, the commissioners must file with each town clerk description and a plan of the location and bounds of the highway (G.L. c. 82, Section 8).

### **2.3 TOWN WAYS AND STATUTORY PRIVATE WAYS**

G.L. c. 82, Sections 21 through 24 set forth the manner in which selectmen (and certain other parties if authorized) lay out and have the town meeting accept town ways and statutory private ways, which can be on their own motion or upon petition.

Chapter 41, Section 81I provides (in towns not having adopted an official map) that "no public way shall be laid out, altered, relocated, or discontinued" unless the proposed action has been referred to the planning board for its report or the passage of 45 days without a report.

Seven days prior to adopting a layout the selectmen must give notice of their intention to do so to land owners whose land will be taken for such purpose (G.L. c. 82, Section 22).

After the selectmen vote to accept the layout, it is not established until the layout, with the boundaries and measurements of the way, if filed with the town clerk "not less than seven days thereafter", is accepted by the town meeting (G.L. c. 82, Section 23).

The town meeting vote to accept a layout requires only a majority vote, but if funds for construction are to be appropriated, or land taken, those votes require a two-thirds vote.

Section 24 of G.L. c. 82 requires that the selectmen adopt an order of taking for the layout within 120 days of the town meeting vote accepting the layout; obviously, this is not required if the way is to be given to the town as would be the case with a private subdivision way.

NOTE: There is no statutory requirement for the MDT, county or towns, to record highway plans at the registry of deeds!

## 2.4 PRIVATE WAYS

Private ways, if they are intended to constitute frontage for zoning purposes, must be laid out and constructed in accordance with the provisions the Subdivision Control Law, G.L. c. 41, Sections 81K-81GG, otherwise a landowner may create such private ways crossing his property as he wishes.

A landowner whose interests will be served by the layout and acceptance of a public way may make a voluntary gift of the land or an easement in the land over which the way is constructed or to be constructed. All governmental entities are authorized to accept gifts of land or interests in land, but must do so by some objective, overt act (such as accepting a deed of the land at the time the layout is accepted by the town meeting or city council); mere acquiescence to a purported gift is insufficient. A common form of voluntary transfer is the conveyance to a town of an approved subdivision way and the town's acceptance of the developer's layout of such way by town meeting vote.

A town clerk's certificate that a parcel of land is maintained and used as a way pursuant to G.L. c.41, §81L, twelfth par (of the subdivision control law; an endorsement, "subdivision approval not required" pursuant to c.41, §81P shall not be withheld unless the plan shows a subdivision and the word "subdivision" is defined to exclude a parcel if, *inter alia*, "every lot within the tract so divided has frontage on (a) a public way or a way which the clerk of the city or town certifies is maintained and used as a public way." c.41, §81L twelfth par) is not conclusive, irrebuttable evidence that a parcel is maintained and used as a public way for purposes of obtaining an ANR Endorsement. Facts in the

clerk's certificate may be genuinely disputed and susceptible of different interpretations; the clerk's records do not necessarily reflect how a particular parcel is maintained and used. Such a certificate is merely *prima facie* evidence that a parcel of land is so maintained. Matulewicz v. Planning Board of Norfolk, 438 Mass. 37 at 44 (2002).

### 3. MAINTENANCE

Public ways are maintained at public expense. Chapter 81 state highways must be maintained by the state and G.L. c. 82 highways and town ways must be maintained at town expense (some of which may be reimbursed by the state). For taking gravel for roads, see G.L. c. 82, Section 38; G.L. c. 81, Section 11.

Failure to maintain a state highway results in the imposition of liability on the state (G.L. c. 81, Section 13) and such is also the case as to G.L. c. 82 highways and town ways for a town (G.L. c. 84, Sections 1, 15, 22).

G.L. c. 84 sets the obligations of a town, not only to maintain, repair and remove snow and ice from highways and town ways, but also dedicated (see discussions infra) ways (G.L. c. 84, Sections 23-25) in certain circumstances.

Section 23 of G.L. c. 84 states in part: "A way opened and dedicated to the public use, which has not become a public way, shall not except as provided in the following two sections, be chargeable upon a town as a highway or town way unless laid out and established in the manner prescribed by statute."

G.L. c. 84, Section 24 imposes liability for failure to maintain dedicated ways where the town fails to maintain barriers between a public way and an unsafe dedicated way, and Section 25 imposes liability if it can be proven that the town maintained the dedicated way at any time within six years prior to the accident.

Private ways and statutory private ways are maintained at the expense of abutters (G.L. c. 84, Section 12 and see, United States v. 125.07 Acres of Land More or Less, 707 F.2d 11 (1<sup>st</sup> Cir. 1983); and see Popponesset Beach Association, Inc. v. Marchillo, 39 Mass. App. Ct. 586 (1996), review denied, 422 Mass. 1104 (1996), which suggests that c. 84, Section 12 is the proper and adequate legal remedy for a homeowners' association to collect road maintenance costs from reluctant non-members) but public monies may, if the town so votes, be expended on private ways for removal of snow and ice (G.L. c. 40, Sections 6C and 6D) and temporary repairs of private ways may be authorized in municipalities adopting a bylaw pursuant to G.L. c. 40, Section 6N. The expenditure of public funds to remove ice and snow does not make the private way become public. Bruggeman v. McMullen, 26 Mass. App. Ct. 963 (1988), Rivers v. Warwick, 37 Mass. App. Ct. 593, 597 (1994).

United States v. 125.07 Acres of Land More or Less, 707 F.2d 11 (1<sup>st</sup> Cir. 1983) assists in understanding the distinctions among ways. There, the issue was whether the Town of Truro or private parties had the burden of maintenance of a way (the estimated cost of upgrading Pond Road was subtracted from an eminent domain damage award in a Cape Cod National Seashore taking). The Court said that the fact that Pond Road is public for purposes of access, does not show that Truro has an obligation to maintain it. The court observed that a statutory private way (G.L. c. 82, Section 21) is a kind of road for which neither town, county nor Commonwealth bears upkeep responsibility.

The ancient statutes make clear that whether a road is public or private for upkeep purposes depends, not just upon whether it was laid out, but upon why it was laid out. The 'why' of it is best indicated by who paid for it, [the town or the private petitioner] . . . ."

125.07 Acres of Land, 707 F.2d at 14 (emphasis added).

The court went on to state:

Whether the town has an obligation to pay for its upkeep, however, depends, at a minimum, upon whether the layout was made under [present G.L. c. 82 town and county ways statutory authority] and, if under the [latter] who was meant to pay for it. The landowners presented no . . . evidence [on this issue] [citations omitted]. Since the landowners had the burden of showing that the town had an upkeep obligation, the District Court correctly ruled against them.

Id at 14.

#### 4. INSTALLATION OF UTILITIES IN WAYS

The installation of utility lines in public ways is not often a matter of controversy as such installations have been made since the advent of such utilities. Installations are governed by G.L. c. 82, §§40 through §40E governing installation of underground utilities, G.L. c. 166, §22, and §§22A through 22N relative to the removal of overhead lines and G.L. c. 166, §25 relative to underground utility lines and are largely under control of local government.

The matter of installation of utilities in private ways is governed by G.L. c. 187, §5 and the right to install utility lines in private ways depends upon how the parcel of land along the private way in question was conveyed to the property owner seeking such installation. Where a lot bounded on private ways is conveyed “together with the right to use ‘Private Street’ for all purposes for which streets or ways are now or may hereafter be used in the ‘Town of Locus’”, this conveys a perpetual, non-exclusive appurtenant easement to use the entire width and length of “Private Street” for the installation and maintenance of pipes, wires and lines for all commonly used utilities, including cable TV and cable modem. See Hovey, William V., Utility Lines In Private Ways: An Overview, Massachusetts Lawyers Weekly, September 25, 2000, p. B3, 29 MLW 215.

**TOWN OF MEDFIELD**

PETITION AND GRANT FOR LAYING OUT OF A TOWN WAY

We, the adjoining owners of the private way known as \_\_\_\_\_ in the Town of Medfield, Norfolk County, Massachusetts, and all being residents of said Town of Medfield respectfully represent that common convenience and necessity require the layout of a portion of said private way into a public way.

We hereby severally release for ourselves, our assigns and devisees, the Town of Medfield from all damages to our respective estates without cost to said Town of Medfield for the Taking of land and/or easements therein for said layout and taking.

And we severally grant to said Town of Medfield, a municipal corporation situated in the County of Norfolk and Commonwealth of Massachusetts, a full and free right of way in, over and through said \_\_\_\_\_ for all purposes for which streets and ways are now commonly used in said Town of Medfield.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_\_\_.

NOPEOLY 55

NOTIFICATION, ss  
Then personally appeared the above named

\_\_\_\_ and acknowledged the foregoing instrument  
to be \_\_\_\_\_ free act and deed, before me.

(Notary Public)  
My commission expires

MEMORANDUM

TO: All Residential Subdivision Developers

FROM: Mark G. Cerel, Medfield Town Counsel

RE: Requirements for Acceptance and As-Built Plans

DATE: December 6, 1996

This office will require that the following be shown on acceptance or as-built plans as a condition of our recommending acceptance of subdivision streets as public ways:

1. Proper plan caption consistent with that shown on definitive subdivision plan.
2. Proper Registry of Deed/Land Court certifications and spaces provided.
3. Title references to all previously-recorded easements or restrictions.
4. If Land Court land, notation of original Land Registration proceeding.
5. Stamped Certification by engineer or surveyor that plan shows roads and easements as actually laid-out and/or constructed.
6. Certification that roads and easements shown on plan are laid-out and/or constructed as shown on definitive subdivision plan with stated exceptions, if applicable.
7. Notation of setting of all bounds concrete, or otherwise.
8. Notation of individual lot frontages.

In addition to foregoing, running descriptions of all roads and easements should be provided.

TOWN OF MEDFIELD  
INSTRUCTIONS AND REQUIREMENTS FOR PLANS FOR LAYING  
OUT STREETS IN SUBDIVISIONS AS PUBLIC WAYS

The following must be incorporated on each plan:

SEPARATE PLAN: Each street to be laid out as a public way must be incorporated on a separate plan and three copies submitted as well as a mylar.

TITLE: Title should include name of street, scale, name of engineer, address and date of engineering , and termini of stations.

SIZE OF PLAN: Each plan should be a maximum of 24" x 36" in size.

SCALE: Each plan must be scaled to 1 inch = 40 feet.

BOUNDS: All stations and stone bounds must be clearly marked, as well as distances and courses between bounds.

LAND COURT REQUIREMENTS: Land court requirements approved by the Attorney General and effective as of January 1, 1976 will be required after that date for layouts that involve land court land:

1. Plan sizes shall be a minimum of eight and one half inches by eleven inches ( 8 1/2" x 11") and a maximum of twenty-four inches by thirty-six inches (24" x 36").
2. Plans being presented for recording shall be on mylar, single matte with a thickness of .004 mils, and must have an opacity so as to allow consistent diazo and microfilm reproduction.
3. All plans shall be prepared using a compatible ink with excellent cohesiveness which will produce a permanent bond and result in a plan with long term durability.
4. Mylar reproductions shall be accepted for recording provided they contain original signatures and comply with the other requirements for the recording of plans.
5. Each plan shall have three quarter inch (3/4") borders.
6. The minimum letter size on plans presented for recording shall be one-eighth inch (1/8").
7. Each plan presented for recording shall include a graphic scale.
8. Each plan shall have an area reserved to receive planning board recitation or contain a surveyors certification as per Chapter 380, Acts of 1966.

9. Each plan shall have a three and one-half inch (3 1/2") square reserved for Registry use.
10. Each plan must contain a certification clause signed by the preparer stating that he/she has conformed with the rules and regulations of the Registers of Deeds in preparing the plan.

EASEMENTS: Any easements must be shown as to width, length and center line.

NUMBERS: Each lot must be numbered and postal number designated in a circle on each lot. Land Court certificate number should be included, if any.

OWNER: Name of owner of record as shown on Assessors' Records as of January first of current year and changes in ownership, if any as of date of plan. Board of Selectmen should be advised of any change in ownership which has taken place since plan was engineered.

INFORMATION: Must include corner radii, angle, tangent, length of curve, center line, amount of taking per lot, length of front of lot, and arrow showing direct North on each plan.

LEGAL DESCRIPTION: A legal description must be submitted for drainage easements or utility easements for use in the order of taking.

Spaces must be incorporated on each plan for the following signatures:

Approval Under the Subdivision Control Law Not Required:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Board of Selectmen.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Received and Filed by Town Clerk:

\_\_\_\_\_ Date: \_\_\_\_\_

### Easement Checklist

#### Types of Easements

Drainage	Construction	Conservation/Scenic Preservation
Sewer	Slope	Access
Utility	Sight Distance	Planting
		Pedestrian/Trail

#### Aspects

Description(s) of purpose(s)

Non-exclusive/exclusive grant/use

Provision for exclusive vesting

Grant/use of structures

Corresponding restriction on private owners' use

Right of access for maintenance/repair

#### Legal formalities

Corporate authority

Joinder/subordination by mortgagee

Acceptance by Board of Selectmen

- General or limited purpose (c.40§8c)

TOWN OF MEDFIELD  
INSTRUCTIONS AND REQUIREMENTS FOR PLANS FOR LAYING  
OUT STREETS IN SUBDIVISIONS AS PUBLIC WAYS

The following must be incorporated on each plan:

Separate Plan: Each street to be laid out as a public way must be incorporated on a separate plan and three copies submitted as well as the linen.

Title: Title should include name of street, scale, name of engineer, address and date of engineering, and termini of stations.

Size of Plan: Each plan should be 20" x 31" in size.

Scale: Each plan must be scaled to 1 inch = 40 feet.

Bounds: All stations and stone bounds must be clearly marked, as well as distances and courses between bounds.

Land Court Requirements: Land court requirements approved by the Attorney General and effective as of January 1, 1976 will be required after that date for layouts that involve land court land:

1. Plan sizes shall be a minimum of eight and one half inches by eleven inches (8 1/2" x 11") and a maximum of twenty-four inches by thirty-six inches (24" x 36").
2. Plans being presented for recording shall be on linen or polyester film, single matte with a thickness of .004 mils, and must have an opacity so as to allow consistent diazo and microfilm reproduction.
3. All plans shall be prepared using a compatible ink with excellent cohesiveness which will produce a permanent bond and result in a plan with long term durability.
4. Linen or polyester reproductions shall be accepted for recording provided they contain original signatures and comply with the other requirements for the recording of plans.
5. Each plan shall have three quarter inch (3/4") borders.
6. The minimum letter size on plans presented for recording shall be one-eighth inch (1/8").
7. Each plan presented for recording shall include a graphic scale.
8. Each plan shall have an area reserved to receive planning board recitation or contain a surveyors certification as per Chapter 380, Acts of 1966.

9. Each plan shall have a three and one-half inch (3 1/2") square reserved for Registry use.
10. Each plan must contain a certification clause signed by the preparer stating that he/she has conformed with the rules and regulations of the Registers of Deeds in preparing the plan.

Easements: Any easements must be shown as to width, length and center line.

Numbers: Each lot must be numbered and postal number designated in a circle on each lot. Land Court certificate number should be included, if any.

Owner: Name of owner of record as shown on Assessors' Records as of January first of current year and changes in ownership, if any as of date of plan. Board of Selectmen should be advised of any change in ownership which has taken place since plan was engineered.

Information must include corner radii, angle, tangent, length of curve, center line, amount of taking per lot, length of front of lot, and arrow showing direct North on each plan.

Legal Description: A legal description must be submitted for use in the order of taking.

Spaces must be incorporated on each plan for the following signatures:

Approval Under the Subdivision Control Law Not Required:

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Date: \_\_\_\_\_

Approved by the Board of Selectmen

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Date: \_\_\_\_\_

Received and Filed by Town Clerk:

Date: \_\_\_\_\_



# **Town of Medfield**

## Contract Cover Sheet

Department:

Department Head:

Contractor:

Contract Amount

Description of contract services:

Contract funding source:

Contract term:

Does this replace an existing contract?

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 FACILITATION CONSULTING SERVICES, RE: MEDFIELD LANDFILL MONITORING FOR REGULATORY COMPLIANCE

CONTRACT # DPW 2021-14

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

This Contract is made this 16th day of November 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 Environmental Partners, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

#### WITNESSED:

Whereas, the Town requested a proposal for Landfill Monitoring for Regulatory Compliance, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Contractor submitted a Proposal to perform the Monitoring Engineering Services for the work required for the Program (see Attachment A), 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. "Terms and Conditions" reference in Attachment A is expressly excluded.
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, November 16, 2021 to Decemebr 31, 2022. The project shall commence and be completed within the contract term dates.
6. Payment for Work: The Town shall pay **\$36,500.00** 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 or omission 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. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.
8. Contractor's Standard of Care: The Contractor shall provide Landfill Monitoring for Regulatory Compliance Engineering Services and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Contractor represents that it is knowledgeable about Federal and State statutes and regulations applicable to Landfill Monitoring for Regulatory Compliance.
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.

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 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.

14. 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.

15. 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 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.

16. 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: Environmental Partners, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 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 Meadow 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.

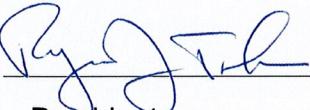
17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. 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.

19. 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: 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:

Ryan J. Trahan

Print Name

President

Title/Authority

### CERTIFICATE OF STATE TAX COMPLIANCE

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

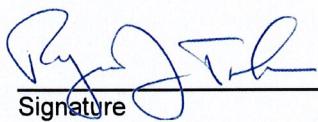
Ryan J. Trahan, authorized signatory for  
name of signatory

Environmental Partners Group, LLC, whose  
name of contractor

principal place of business is at 1900 Crown Colony Drive, Quincy MA 02169,

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

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



Signature

10-21-2021

Date

## EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

VOTED: That the President, Ryan J. Trahan 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.

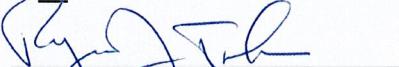
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as 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.

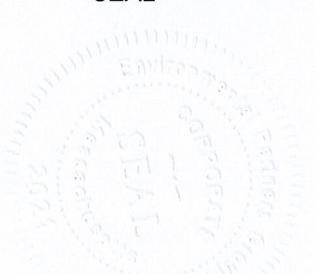
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the 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, Ryan J. Trahan 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 7-23,  
2021.

  
Clerk of Corporation  
SEAL



# ATTACHMENT

A



— An Apex Company —

October 14, 2021

Mr. Maurice Goulet  
Director of Public Works  
Town of Medfield  
55 North Meadows Road  
Medfield, MA 02052

**RE: Scope of Work for FY 2022 Landfill Monitoring and Reporting  
Town of Medfield – Closed Landfill**

Dear Mr. Goulet:

Attached is the proposed scope of work for the Medfield Closed Landfill Monitoring and Reporting for FY2022. The proposed monitoring program follows the requirements of the Massachusetts Department of Environmental Protection (MassDEP) Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132. A summary of the scope of work, schedule and budget is provided below.

## **SCOPE OF WORK**

The proposed scope of work for the FY2022 Medfield Closed Landfill Monitoring and Reporting includes the following tasks.

- Task 1. Groundwater and Surface Water Monitoring**
- Task 2: Landfill Gas Monitoring**
- Task 3: Quarterly Monitoring Reports**
- Task 4: Groundwater and Surface Water Resampling**
- Task 5: Third-Party Closed Landfill Inspection**

These tasks are required to comply with the MassDEP approvals for the Landfill O&M semi-annual groundwater, surface water, and quarterly landfill gas O&M program.

## **SCHEDULE**

Groundwater and surface water sampling will be performed in Fall 2021 and Spring 2022. Landfill gas monitoring will be performed quarterly. A report will be submitted to MassDEP within 60 days following the sampling event. A Certified Third-Party Inspection of the transfer station and landfill will be performed in Spring 2022.

## BUDGET

The Total Lump Sum Fee for the FY 2022 Landfill Monitoring program is thirty-six thousand and five hundred dollars (\$36,500), which shall cover all primary services and expenses for Tasks 1 through 5. This budget is the same as last year for Tasks 1 – 4 (groundwater, surface water and landfill gas monitoring and reporting), but also includes Task 5 (a Certified Third-Party Landfill Inspection and Report), which is required biennially. This budget is based on our current understanding of the Town's needs and may be modified after further consultation with the Town.

This project will be invoiced on a monthly basis as the tasks are completed.

The specific activities to be performed under each task are described in more detail in the attached Medfield Landfill FY2022 Scope of Work.

Sincerely,



Environmental Partners Group, Inc.

Paul F. Gabriel, P.E., LSP

Chief Executive Officer

P: 617.657.0253

E: [rjt@envpartners.com](mailto:rjt@envpartners.com)



Ann Marie Petricca, C.P.G.

Project Manager

617.657.0299

[amp@envpartners.com](mailto:amp@envpartners.com)

Attachments: FY2022 Medfield Closed Landfill Monitoring and Reporting Scope of Work.

## FY2022 MEDFIELD CLOSED LANDFILL MONITORING AND REPORTING SCOPE OF WORK

Based on the Massachusetts Department of Environmental Protection (MassDEP) letter dated September 29, 2000 and the most recent groundwater, surface water and landfill gas results, the following recommended scope of work is suggested to comply with the Solid Waste Management Facility Regulations 310 CMR 19.132 requirements for monitoring at the Medfield Closed Landfill through June 2022.

### SCOPE OF WORK

#### Task 1: Groundwater and Surface Water Monitoring

Under this task two rounds of water sampling will be conducted: one in October 2021 and one in April 2022. The water sampling will be from two surface water locations (SW-1 and SW-2) and from ten groundwater monitoring wells (MW-1, MW-4, MW-4D, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, MW-102D). One duplicate sample will also be collected.

In accordance with 310 CMR 19.132(l)(h), water sampling will include those analytes specified in the regulations. Each well will be purged of a minimum of three well volumes before sampling. Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the following analytes:

- Alkalinity
- Nitrate Nitrogen
- Total Dissolved Solids (TDS)
- Chloride
- Chemical Oxygen Demand (COD)
- Sulfate
- Manganese
- Iron
- Cyanide
- Volatile Organic Compounds (VOCs) by EPA Method 8260B
- Filtered Metals - Arsenic; Barium; Cadmium; Chromium; Copper; Lead; Mercury; Selenium; Silver; and Zinc
- 1,4-Dioxane (method detection limit of not greater than 0.3 µg/L)

Samples collected for metals analyses shall be filtered either in the field or by the laboratory with a 0.45 micron filter. Laboratory testing will also include a duplicate for all parameters and a trip blank for VOCs, if VOCs are detected in any samples. In addition to the laboratory analyses, samples will also be collected during the sampling events for field screening of the following parameters:

temperature; pH; specific conductance; dissolved oxygen, and static water elevation. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

In accordance with 310 CMR 19.132(l)(h), surface water sampling will include those analytes specified in the regulations. Surface water samples will be collected from two locations: SW-1 and SW-2.

Samples will be placed in pre-preserved containers provided by a certified Massachusetts laboratory for analysis of the same parameters listed for groundwater. In addition to the laboratory analyses, surface water samples will also be collected during the sampling events for field screening of the following parameters: temperature; pH; specific conductance; and dissolved oxygen. The sampler will also record the observed clarity, color, and other appearance factors of the sample.

## Task 2: Landfill Gas Monitoring

In accordance with 310 CMR 19.132(4), under this task, fourteen landfill gas probes (SG-101 through SG-111 and SG-103A, SG-103B, and SG-103C) will be sampled on a quarterly basis: in October 2021, December 2021, April 2022, and June 2022.

The probes shall be screened for percent oxygen, volatile organic compounds (VOCs), hydrogen sulfide ( $H_2S$ ), carbon dioxide ( $CO_2$ ) and the lower explosive limit (LEL) percentage calibrated for methane. If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL, the MADEP regional office shall be notified within 24 hours of the reading.

## Task 3: Quarterly Monitoring Reports

After the completion of the field sampling, results will be tabulated and analyzed. A letter report will be written on a quarterly basis to summarize the sampling results. This report will be submitted to the Town within four weeks following the monitoring event.

## Task 4: Groundwater and Surface Water Resampling

MassDEP is requiring that the Town resample groundwater and surface water sample locations if there is an exceedance of the regulatory limits in 310 CMR 19.132(2), as summarized below:

*(j) If the concentrations of any of the parameters listed in 310 CMR 19.132(2)(h) exceed the state or federal drinking water standards, Maximum Contaminant Levels (MCLs), Ambient Water Quality Standards for surface water samples established at 314 CMR 4.00: Massachusetts Surface Water Quality Standards, or alternative standards established in a permit; or guidelines or standards established by a permit, order or authorization issued by the Department for contaminants for which no federal or state standard exists, at any sampling point, the owner or operator shall:*

- 1. notify the Department within 14 days of the finding; and*
- 2. collect, analyze and submit to the Department another round of samples within 60 days of the prior date of sample collection and determine the concentration of all parameters identified in 310 CMR 19.132(2)(h) that were exceeded unless otherwise specified by the Department.*

Based on historical sampling, Environmental Partners has assumed that resampling of groundwater and surface water will be required after the Fall 2021 and Spring 2022 sampling events and that five monitoring wells will be re-sampled for laboratory analysis for 1,4-dioxane and two surface water locations will be resampled for copper and lead.

Environmental Partners has discussed with MassDEP whether the resampling could be eliminated from the monitoring program, but MassDEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If MassDEP relaxes the resampling requirement, then this Task will not be performed and the Town will not be invoiced for this work.

## Task 5: Third-Party Closed Landfill Inspection

This task includes a Certified Third-Party inspection of the landfill, in accordance with the requirements of the Massachusetts Solid Waste Regulations, revised 2014, and which require that the inspection be performed by a Third-Party Inspector registered with MassDEP.

The landfill inspection will include review of the following features:

- Vegetative Growth - condition (healthy or distressed), the need for water, the need to mow.
- Erosion of Side Slopes – condition of the landfill surface for cracks or erosion gullies.
- Drainage Swales – condition of earthen and riprap swales for any repairs needed for runoff drainage control.
- Drainage Basins - for silting/clogging of the basins and the need for clean out.
- Drainage Structures – condition of catch basins and culverts for proper operation and for any repairs needed for runoff drainage control.
- Monitoring Systems – condition of groundwater monitoring wells and soil gas wells/vents for damage.

## ASSUMPTION AND LIMITATIONS

1. Groundwater monitoring will be performed at the ten existing wells listed under Task 1. The analysis of groundwater conditions within these wells is consistent with the activities that were performed as part of the development of the Comprehensive Site Assessment that was developed for the site. Following the completion of each groundwater monitoring event, Environmental Partners will assess the monitoring program to determine whether the number of wells included in the monitoring program should be reduced or increased to provide an adequate assessment of groundwater conditions.
2. It is assumed that all groundwater monitoring wells are accessible and in good condition for use. It is further assumed that re-development of wells will not be necessary for suitable samples to be collected.
3. Groundwater monitoring well purge water will be disposed directly to the ground.
4. The scope of services includes all materials, equipment and labor required to complete the environmental monitoring program presented herein. It also includes the preparation of summary letter reports for submittal to the MassDEP that will outline the activities performed and the results obtained. EP will submit an electronic copy of the letter report to the MassDEP, and will provide a single final copy of each report to the Town.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/22/2021

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

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

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	CONTACT Christopher A. Poole NAME: PHONE (A/C, No, Ext): 781-245-5400   FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE   NAIC #
		INSURER A : XL Specialty Insurance Company   37885
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					EACH OCCURRENCE	\$	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
						MED EXP (Any one person)	\$	
						PERSONAL & ADV INJURY	\$	
						GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$	
							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Ea accident)	\$	
	OTHER:					BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
							\$	
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE	\$	
						AGGREGATE	\$	
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE	OTHEr	
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	
A	Arch/Eng Prof Liab incl Pollution		DPR9979306	06/18/2021	06/18/2022	Per Claim Aggregate	5,000,000 5,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Medfield Landfill Monitoring for Regulatory Compliance, Contract# 2021-14								

CERTIFICATE HOLDER		CANCELLATION	
Town of Medfield Medfield Town House Maurice Goulet Dir Public Work 459 Main St Medfield, MA 02052		MEDFI-5  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 	



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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).

<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	<b>CONTACT NAME:</b> John Kilgarriff/Meghan Bergeron	<b>FAX (A/C, No.):</b>
	<b>PHONE (A/C, No. Ext):</b> 215-701-5325	
<b>INSURED</b> Environmental Partners Group, LLC 1900 Crown Colony Drive Suite 402 Quincy, MA 02169	<b>E-MAIL ADDRESS:</b> KILGARRIFF_UNIT@grahamco.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Starr Surplus Lines Insurance Company	<b>NAIC #</b>
	<b>INSURER B :</b> Zurich-American Insurance Company	13604
	<b>INSURER C :</b> Atlantic Specialty Insurance Company	16535
	<b>INSURER D :</b>	27154
<b>INSURER E :</b>		
<b>INSURER F :</b>		
<b>APEXCOM-01</b>		

## COVERAGES

**CERTIFICATE NUMBER:** 682504815

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**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY		Y	1000065707211	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 1,000,000		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000		
							MED EXP (Any one person) \$ 25,000		
							PERSONAL & ADV INJURY \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000		
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000		
	OTHER:						\$		
B	AUTOMOBILE LIABILITY			BAP4515073-02	7/31/2021	7/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$		
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$		
	\$2,500 Comp <input checked="" type="checkbox"/> \$2,500 Coll <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$		
							\$		
							\$		
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			1000336571211	7/31/2021	7/31/2022	EACH OCCURRENCE \$ 25,000,000		
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 25,000,000		
	DED <input type="checkbox"/> RETENTION \$						\$		
							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N <input checked="" type="checkbox"/> N	N / A	WC4515071-02	7/31/2021	7/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C A	Contractors Equipment Pollution Liability			7100365690005 1000065707211	7/31/2021 7/31/2021	7/31/2022 7/31/2022	Leased/Rented Equip Per Claim/Aggregate	325,000 1M/2M	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**Property Policy - Atlantic Specialty Insurance Company Policy #7100365690005; Policy Period 7/31/2021 - 7/31/2022**

Project: Medfield Landfill Monitoring for Regulatory Compliance, Contract #DPW2021-14  
Town of Medfield is an additional insured on the above General Liability Policy if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

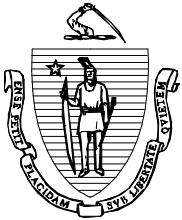
Town of Medfield  
Medfield Town House, 459 Main Street  
Attn: Maurice Goulet, Director of Public Works  
Medfield MA 02052

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**

✓ Bennett L. Ewell





Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**

Charles D. Baker, Governor ◆ Karyn E. Polito, Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

October 1, 2021

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

Dear Ms. Trierweiler:

**RE: Medfield- 00879**

Thank you for submitting this application to the FY2022 Community One Stop for Growth. The three One Stop partner agencies worked together to carefully review and evaluate all eligible applications and recommended the most ready and highest-impact projects for a grant. Your application was reviewed by the program(s) that could best serve the project's funding needs.

On behalf of the Baker-Polito Administration, we are pleased to award the Town of Medfield a FY 2022 Massachusetts Downtown Initiative Technical Assistance (MDI) Program award.

This award provides up to \$25,000 worth of consultant services to assist the Town of Medfield with development of a downtown Medfield wayfinding plan.

If you have any questions concerning this award, please contact Emmy Hahn, MDI Program Coordinator, at [Elizabeth.Hahn@mass.gov](mailto:Elizabeth.Hahn@mass.gov).

Congratulations on your award! The Department of Housing and Community Development looks forward to assisting you with your downtown revitalization activities.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer D. Maddox".

Jennifer D. Maddox  
Undersecretary, DHCD





## TOWN OF MEDFIELD, MASSACHUSETTS

### AGREEMENT

**CONTRACT: Medfield 2021-14**

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

This Contract is made this \_\_\_\_ day of November, 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 McKechnie Associates having a usual place of business at 100 N Meadows Road, Medfield, MA 02052 hereinafter referred to as the "Contractor".

### WITNESSED:

Whereas, the Contractor submitted a written quotation to the Town to perform landscaping services, 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 fall clean up services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. **Performance of Work:** The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program. In emergency situations, the Contractor shall respond on-site within 4 hours of being contacted.
4. **Warranties:** The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. **Contract Term:** The Contract Term is as follows: November 16, 2021 through December 31, 2021.

6. Payment for Work: The Town shall pay the Contractor based on the written quotation submitted to the Town of Medfield on November 4, 2021 (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 employee 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 landscaping industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$1,000,000.00 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 (ii) 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: **McKechnie Associates**

Paul D. McKechnie Jr.

By: Paul D. McKechnie Jr.

Title: President

Town of Medfield, by its Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment A

## Attachment A

### Bid Sheet

Duration of Contract: October 2021 to December 2021

Fall clean up services at the Medfield State Hospital Campus, as identified on the Map for Grounds Maintenance Services (Attachment D). Low price will be determined by Fall Clean Up total quotation.

Total Quotation Fall Clean Up \$ 23,500 ~~100~~

Option 1: Hourly Rate for Additional Services \$ 75.00 ~~140.~~

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: PAUL MCKECHNIE  
(print name)

Signed: P. M. McKemie

Contact Person (Name and Title): PAUL MCKECHNIE

Company Name: MCKECHNIE ASSOCIATES

Address: 100 N. MEADOWS RD. MEDFIELD

Telephone: 508 202 3646. (cell)

E-mail: PAUL@MCKECHNIE. INC. COM



## **Town of Medfield**

### **Request for Written Quotations**

#### **Fall clean up services at the former Medfield State Hospital**

##### **General Information**

- A. The Town of Medfield is seeking written quotations for fall clean-up services for the former Medfield State Hospital, Hospital Road, Medfield, MA 02052.
- B. The Town of Medfield reserves the right to reject any and all written quotations, waive informalities, and award contracts in the best interest of the Town.
- C. Contracts are subject to the approval of the Board of Selectmen.
- D. The Town reserves right to: request additional information from applicants about experience and ability to complete the scope of services, to interview applicants, and to check references identified by any applicant or associated with any previous contract with any applicant.
- E. The Town will select the responsive and responsible applicant submitting the most advantageous proposal, taking into consideration the applicant's related experience, references, and written quotation.

**The contractor must be able to meet the following requirements:**

1. Successful contractor must be able to commence work immediately.
2. All bidders shall have in their possession sufficient equipment in order to satisfactorily complete all work that is required under this contract.
3. The proposal fee shall include all labor, materials, travel, insurance, and all other necessary expenses to fulfill the conditions of the contract.
4. The contractor shall comply with the Town's Standard Contract, enclosed as Attachment E. Any requests for changes to the Standard Contract must be submitted with the written quotations. The Town reserves the right to reject any and all requests for alterations to the Town's Standard Contract.

**Project Description**

1. Fall clean-up services will include removal of fallen branches, sticks, and leaves. On site leaf composting will be available. Brush shall be removed, but can be brought to the Medfield Transfer Station.
2. Please see Attachment B - Map for Grounds Maintenance Services at the former Medfield State Hospital for leaf clean-up areas included in this project.
3. Trained personnel using current, acceptable horticultural and lawn care practices shall perform all landscape maintenance and land management services.
4. All areas to be inspected by the Contractor before work and confirmed by the Town.
5. Any work performed in addition to which is outlined herein shall be done only upon written approval by the Town of Medfield through the Town Administrator, Assistant Town Administrator, or Director of Public Works.
6. During landscape operations all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures. All work shall be performed in a safe manner to ensure the safety of the Contractor's employees, the Town employees and the general public.
7. Any damage to private property caused by the Contractor shall be repaired or replaced at the Contractor's expense.
8. All staging and refueling of equipment must be done in the front parking lot at the entrance from Hospital Road.
9. The Town reserves the right to adjust the contractor's schedule to accommodate events or activities on site.

## **Attachment A**

### **Bid Sheet**

Duration of Contract: October 2021 to December 2021

Fall clean up services at the Medfield State Hospital Campus, as identified on the Map for Grounds Maintenance Services (Attachment D). Low price will be determined by Fall Clean Up total quotation.

**Total Quotation Fall Clean Up**      \$\_\_\_\_\_

Option 1: Hourly Rate for Additional Services      \$\_\_\_\_\_

SIGNATURE BY INDIVIDUAL AUTHORIZED TO SUBMIT PROPOSAL:

By: \_\_\_\_\_  
(print name)

Signed: \_\_\_\_\_

Contact Person (Name and Title): \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Attachment B

### Map for Grounds Maintenance Services at the former Medfield State Hospital

The Town of Medfield has identified the land area that is subject to the request for written quotes as outlined in red on the map below.





**Mutual Aid Agreement**  
**for Joint Fire, Rescue, and/or Ambulance Service**

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> Day of November 2021 between **The Town of Medfield** and the **Town of Sherborn** and among the parties signatory hereto.

**WITNESSETH;**

**WHEREAS**, it has been determined that the provision of fire, rescue, ambulance and other emergency service assistance across jurisdictional line in emergencies will increase the ability to preserve the safety and welfare of the entire area; and

**WHEREAS**, MASSACHUSETTS GENERAL LAW CHAPTER 48, Section 59A allows communities to authorize their fire departments to go to the aid of others for extinguishing fires and rendering other emergency assistance; and

**WHEREAS**, the parties to this agreement agree to establish and carry into effect a plan to provide mutual aid fire, rescue, ambulance and other emergency service assistance,

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

**1. Declaration of Need for Expanded Mutual Aid**

When a need for expanded mutual aid exists within the boundaries of any of the parties hereto, as the result of, or due to the imminence of or occurrence of fire, emergency, or other public disaster, the party or parties shall notify Norfolk County Control established by the Operational Plan appended to this Agreement of its need for fire, rescue and ambulance assistance. Assistance shall be rendered according to the procedures set forth in the Operational Plan developed and agreed to by all parties to this agreement and described in Paragraph 2 below. Each party shall designate the appropriate official empowered to request assistance under this agreement.

**2. Operational Plan**

The mutual assistance to be rendered under this Agreement shall be available upon the development and approval by the parties hereto of an operational plan. The plan shall outline the exact procedure to be followed in responding to a request for assistance. Upon execution of this Agreement, the parties shall designate the appropriate official in their jurisdiction who shall participate in the development and implementation of the Operational Plan for Norfolk County Control. The parties shall meet at least annually to review and, if necessary, to propose revisions to the Operational Plan. Any such revision shall become effective upon approval of the Fire Department Chiefs.

### **3. Governmental Immunity**

(A) The services performed and the expenditures made under this Agreement shall be deemed for public and governmental purposes and all privileges, and immunities from liability, enjoyed by the local government within its boundaries shall extend to its participation under this agreement in rendering fire, rescue, ambulance and other emergency service outside its boundaries to the extent the law provides.

(B) During the course of rendering mutual aid assistance as provided for by this Agreement, the municipality rendering such aid shall be responsible for the operation of its equipment and for any damage thereto, and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said department or to his widow or other dependents on account of injuries or death, notwithstanding Paragraph (b) of Subdivision (4) of Section Seven of Chapter Thirty-two.

(C) Each party shall waive any and all claims against all other parties hereto, which may arise out of their activities while rendering aid under this Agreement outside their respective jurisdictions, to the extent that each party may legally waive such claims.

(D) Aid to Other Municipalities; Authorization Fire Departments, Defined; Payment or Reimbursements for Damages (MGL Chapter 48, Section 59A).

Cities, towns and fire districts may, by ordinance or by-law, or by vote of the Board of Aldermen, Selectmen or of the Prudential Committee or board exercising similar powers authorize their respective fire departments to go to another city, town, fire district or area under federal jurisdiction in this commonwealth or in any adjoining state in extinguishing fires therein, or rendering any other emergency aid or performing any detail as ordered by the head of the fire department, and while in the performance of their duties in extending such aid, the members of such departments shall have the same immunities and privileges as if performing the same within their respective cities, towns or districts. Any such ordinance, by-law or vote may authorize the head of the fire department to extend such aid, subject to such conditions and restrictions as may be prescribed therein. The words "Fire Departments" as used in this section shall mean lawfully organized fire fighting forces, however constituted.

During the course of rendering such aid to another municipality, the municipality rendering aid shall be responsible for the operation of its equipment and for any damage thereto and subject to the limitations of municipal liability, for personal injury sustained or caused by a member of its fire department, and for any payments which it is required to make to a member of said departments or to his widow or other dependents on account of injuries or death, notwithstanding Paragraph (B) of Subdivision (4) of Section Seven of Chapter Thirty-two, unless such municipalities have a written agreement to the contrary.

### **4. Employment Benefits**

(A) All the privileges, immunities from liability and exemptions from laws, ordinances, by-laws and regulations which the parties, firefighters, rescue or ambulance attendants, agents and employees of the parties have in their own jurisdiction shall extend to and be effective in the jurisdiction in which they are giving assistance.

(B) All pension, relief, disability, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions notwithstanding the provisions of Section 7 (4) (B) of Chapter 32 of the Massachusetts General Laws.

## **5. Direction of Assistance**

The parties, firefighters, rescue or ambulance attendants, agents and employees rendering assistance under this Agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting their aid.

## **6. Paramedic Intercept Service Billing**

The transporting community will do the billing for the patient. The community providing the ALS intercept service agrees to accept fifty percent (50%) of the total amount collected by the transporting community (joint services billed less 50% of any billing fees, adjustments, and billing credits). Payments will take place only after the transporting community has received payment for the submitted bill. The paramedic intercept community will not be paid unless the transporting community receives payment for the third-party payer and/or the patient.

## **7. Duration**

This Agreement supersedes any and all mutual aid agreements previously entered into among the parties hereto and shall remain in effect for a period of twenty years from the date of the execution; provided it is understood and agreed that a party is not bound by the terms hereof unless and until said party has obtained the required authority as set forth in Section 59A of Chapter 48, and any conditions or restrictions of such authorization are disclosed to all parties.

Any of the signatories to this Agreement may terminate their involvement in this Agreement, provided, that notice of such termination is first given to each other party to the Agreement at least sixty days prior to the date of termination. Any party, which has terminated its involvement in this agreement, as provided above, may resume participation at any time upon written notice duly authorized as required reaccepting this agreement.

Amendments to this Agreement shall be in writing and require the same authorization as required for initial execution by a signatory.

## **MUTUAL AID AGREEMENT**

### **Community Signature Page**

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Town of Medfield

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SIGNATURE OF EXECUTIVE OFFICER/ DATE

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SIGNATURE OF FIRE CHIEF/DATE

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Town Of Sherborn

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SIGNATURE OF EXECUTIVE OFFICER/ DATE

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SIGNATURE OF FIRE CHIEF/DATE



## **MEMO**

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Medfield Employers & Merchants Organization, Inc,  
P. O. Box 6  
Medfield, MA 02052-0006

November 1, 2021

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

Dear Board Members:

The annual Holiday parade is scheduled for Saturday, December 4th at 1:00 PM beginning and ending at the Middle School and will follow the usual route shown on the enclosed sheet.

As always, MEMO would like the Board of Selectman to lead the Parade by either walking or riding in a float. Please invite any former Selectman to join you.

The annual Tree Lighting, Caroling and selection of Santa's Elves will take place on Friday evening, December 3, 2021 at 6:30 PM at Baxter Park. You are also most cordially invited to attend and participate in the tree lighting festivities.

Finally, I am requesting that the Board take whatever formal action may be necessary, at its earliest convenience, to issue a Parade Permit. I have corresponded with Chief Guerette and Chief Carrico relative to the planned parade route and will be meeting with them or their representative to promote the safe flow of vehicular and foot traffic through the school area. I have also worked with the school administration to secure permission to use school grounds for the start and finish of the parade.

If you have any questions, please do not hesitate to contact me. I thank you for your continued support of MEMO's Holiday activities and wish you all a joyous and peaceful Holiday Season.

Very truly yours,



**Alison Brown**  
**Medfield MEMO Holiday Parade Committee**  
P O Box 6  
Medfield, MA 02052



Enclosure: Proposed Parade Route

## **MEMO**

### **HOLIDAY PARADE ROUTE**

**Saturday, December 4, 2020**  
**Starting time: 1:00 P.M.**

From **Middle School**, **LEFT** onto Pound Street;  
**RIGHT** onto South Street to lights (Brothers' Market, Route 109);  
**LEFT** on Main Street to Park Street (at RR tracks);  
**LEFT** on Park Street to Oak Street;  
**LEFT** on Oak Street to Pleasant Street;  
**RIGHT** on Pleasant Street;  
**LEFT** on Metacomet Street;  
**STRAIGHT** into High School Grounds,  
**CONCLUDE** at Middle School Parking Lot,  
approximately 2:00 P.M.





Nicholas Milano &lt;nmilano@medfield.net&gt;

## Fwd: Medfield Water and Sewer Board opening

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

Tue, Nov 2, 2021 at 9:36 PM

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

From: **David Pucci** [REDACTED]  
Date: Tue, Nov 2, 2021 at 9:30 PM  
Subject: Medfield Water and Sewer Board opening  
To: [ktrierweiler@medfield.net](mailto:ktrierweiler@medfield.net) <[ktrierweiler@medfield.net](mailto:ktrierweiler@medfield.net)>  
Cc: [REDACTED]

Dear Ms. Trierweiler,

Mike Marcucci mentioned to me that there is a recent opening on the Medfield Water and Sewer Board and suggested I forward along my resume to you.

As you can see on the attached, I have held a variety of engineering and project management roles over the years- a significant portion of those with direct experience in water treatment system design, build, and commissioning projects during my years with GE Water and Process Technologies, formerly Ionics, Inc., in Watertown, MA.

I would be interested in hearing from you about any additional details regarding this position, next steps in the application process and timeline, as well as how I might be able to serve the Town of Medfield in this capacity.

Please do not hesitate to contact me if you have any questions or require any additional information. I have cc'd my personal email address above, but you can respond to either or both as needed.

Thank you for your time and consideration.

Best regards,

**Dave F. Pucci**

Senior Technologist | Badger Licensing, LLC

[REDACTED]  
[REDACTED]  
[REDACTED] | [REDACTED]



## Where energies make tomorrow

Technip Energies

One Financial Center | Boston, MA 02111 | USA

[www.technipenergies.com](http://www.technipenergies.com)



Badger Licensing (a wholly-owned subsidiary of Technip Energies)

[www.badgerlicensing.com](http://www.badgerlicensing.com)

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

### Follow us:

[www.town.medfield.net](http://www.town.medfield.net)

Twitter: @townofmedfield

Town House Hours:

**Monday 8:30 AM to 4:30 PM**

**Tuesday 8:30 AM to 7:30 PM**

**Wednesday 8:30 AM to 4:30 PM**

**Thursday 8:30 AM to 4:30 PM**

**Friday 8:30 AM to 1:00 PM**

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# DAVE FRANCIS PUCCI

38 Charlesdale Road  
Medfield MA 02052

## **SUMMARY:**

Long-term Medfield resident with requisite chemical engineering and project management experience in the timely and cost-effective completion of various water treatment system design, build, commissioning, and revamp/modernization projects looking for an opportunity to serve the local community.

## **Demonstrated Expertise in:**

- Leading and collaboratively working with teams of engineering, design, manufacturing, operations, and field service personnel in the timely and cost-effective completion of various water treatment system projects
- Technical and commercial proposal creation, submittal, review, and assessment
- Technical, commercial, and contractual negotiations
- Design, specification, selection, procurement, installation, and commissioning of water treatment equipment and systems in accordance with technical and budgetary parameters
- Vendor inquiry, commercial negotiations, and bid tabulation/evaluation
- Building and sustaining mutually beneficial, trusted relationships with equipment and systems vendors, engineering and construction service providers, and end-users through technical credibility and collaborative understanding of short-term project specific needs and longer-term strategic goals
- Making clear and effective technical and commercial presentations to all levels of management and technical/ non-technical personnel
- Timely and effective resolution of complex questions, project challenges, and operations issues
- Coordination, supervision, and performance of field installation and startup activities for verification of process guarantees and other performance parameters in support of contract closeout
- Prioritizing and managing multiple simultaneous critical path tasks and deadlines

## **Career Highlights:**

- Managed the successful and cost-effective, multi-office project execution for a \$7MM Seawater Desalination Build/Own/Operate facility expansion for the water and power supply to the island nation of Curacao
- Lead project / sales engineer and single point field coordinator / manager of site contract labor and outside service vendor/ equipment fabricators for the revamp / expansion of the brackish water reverse osmosis (BWRO) / EDI polishing and Zero Liquid Discharge system for a power plant peaking station located in Death Valley, California
- Design and fabrication of portable, trailer mounted potable water systems for the City of San Diego and a barge mounted Seawater Reverse Osmosis (SWRO) system for the United Arab Emirates

**DETAILED LISTING OF PROFESSIONAL EXPERIENCE:**

**Technip Energies / Badger Licensing, LLC** (2005 to present) Boston, MA

**Process Technology Licensing / Business Development Manager**

Engaged in all aspects of business development, technology licensing, marketing, proposals management, intellectual property (IP) development and commercial implementation, as well as Licensee/customer support activities for the ExxonMobil/Badger Cumene process technology for new and existing Licensees/customers throughout the world. Specific responsibilities include:

- Individually and collectively prepare detailed technical and commercial proposals that include the conceptualization of appropriate processing options, development of process flow diagrams (PFDs), computer simulation of heat and material balances and unit operations, and equipment sizing and specification for the development of total installed cost (TIC) and manpower estimates
- Consideration and evaluation of processing options to minimize raw materials and utility consumptions, environmental impact, and plant equipment sizes/costs, to optimize operating reliability and return on investment (ROI) for potential clients/Licensees, while at the same time maximizing internal technology licensing and engineering services revenues
- Make presentations of technical and commercial information to all levels of management for existing and potential customers throughout the world, and present papers at industry conferences
- Responsible for technical, commercial, and contractual negotiations with prospective Licensees and their associated detailed engineering contractors / design institutes, and equipment suppliers / systems vendors
- Cooperatively responsible for the timely and cost-effective completion of Process Design Packages by providing single point assistance to project managers, process engineering leads, and design engineers with rapid and effective resolution of technical issues and questions
- Cooperatively responsible for the timely and effective completion of Licensed plant startup / performance test runs and Licensee acceptance in accordance with contractual requirements. Complete associated follow up activities as required.
- Develop timely and effective solutions to Licensee questions, problems, and issues via individual responses and/or collaboration with various senior engineering department, technology center/technology partner, and R&D personnel
- Lead and work alongside interdisciplinary R&D and technology partner personnel in the development and testing of various intellectual property and technology improvement initiatives and assessments, with direct responsibility for the marketing and commercial implementation of these new process technologies and improvements
- Develop marketing materials and participate in strategic planning activities for the catalyst and process technologies
- Lead member of regional Innovation Team responsible for various training and problem-solving sessions, and other special programs. Individually responsible for quarterly newsletter highlighting internal innovation achievements. Principal contributor to the successful regional implementation of in-office/remote-work personal efficiency initiative.
- Member of Technip Energies' Technical Experts Program

**Process Engineering Supervisor**

Supervised engineers and designers in the preparation of Basic and Detailed Process Engineering Design Packages for both grassroots and revamp plants for various technologies. Conceptualized and developed Process Flow Diagrams (PFDs) and Piping and Instrumentation Diagrams (P&IDs); prepared heat and material balances and computer simulations of chemical processes and equipment; performed detailed design calculations and prepared specifications for process equipment, piping, control valves, instrumentation, and pressure relief/emergency shutdown systems in accordance with ISO 9001 documentation requirements and company standard procedures.

**D.F. Pucci Resume (page 3 of 4)**

**DETAILED LISTING OF PROFESSIONAL EXPERIENCE (continued):**

**GE Water & Process Technologies/Ionics Incorporated** (2000 to 2005)

**Technical Project Manager, Water Treatment Systems** Watertown, MA

Individually and collaboratively responsible for the timely and cost-effective completion of various electro-mechanical and membrane-based water treatment equipment and processing systems projects ranging in size and scope from \$75K to \$7MM in accordance with all contractual requirements and ISO 9001 compliant standard company work policies and procedures.

- Plan, direct, and coordinate the activities of the multidisciplinary personnel involved in the overall project lifecycle: sales, engineering/design, purchasing, materials handling, manufacturing, test/quality engineers, shipping, field service/startup personnel, and various outside services vendors and materials, equipment, and systems suppliers
- Direct interface for customers throughout project execution, installation, and commissioning
- Assess, manage, and mitigate changing customer requirements before, during, and after contract award
- Develop manpower requirements and monitor budget / schedule for P&L reporting to management
- Conceptualize Process Flow Diagrams (PFDs) and develop Piping and Instrumentation Diagrams (P&IDs)
- Design, specify, and select system equipment and components in accordance with technical and budgetary parameters
- Supervise Engineers and Designers in the creation of project deliverables, equipment layouts, detailed system piping designs, and steel frame fabrication drawings; oftentimes simultaneously in multiple office/site locations
- Responsible for vendor inquiry, commercial negotiations, and bid tabulation
- Worked individually or along with internal stakeholders to establish and maintain mutually beneficial relationships with external materials suppliers, equipment vendors, contract manufacturers, and subcontractors/ service providers
- Create and release Bills of Material (BOMs), design drawings, and datasheets; process Engineering Change Orders (ECOs), document revisions, and Return Materials Authorizations (RMAs); all in accordance with ISO 9001 compliant procedures
- Prepare written documentation for test procedures, O+M manuals, and ISO-9001 compliant work processes
- Conduct/witness system and component mechanical inspection and functional testing at Ionics' fabrication shop, external vendor/supplier sites, and final end-user installations
- Coordinate, supervise, and perform field installation and startup activities for end-use customers
- Assist internal Proposal and Sales groups with equipment costing, labor estimation, and pre-contract negotiation
- Member of Process Improvement Team responsible for the creation and implementation of approaches and procedures to enhance the interfaces between engineering, manufacturing, shipping, and field service/installation departments. Specific procedures successfully implemented include pre-shipment checkout, standard product checklist for engineering group execution, and electronic access to legacy documentation.
- Individually responsible for the successful design, development, and deployment of a new standard commercial product, the Aquamite IV water treatment system, from sales concept through engineering, manufacturing, and installation/operation at multiple customer sites.

**D.F. Pucci Resume (page 4 of 4)**

**DETAILED LISTING OF PROFESSIONAL EXPERIENCE (continued):**

**Badger Engineers/Raytheon Engineers and Constructors** (1990-2000)

Held a series of positions with increasing levels of responsibility for this worldwide engineering and construction company: including but not limited to Lead Chemical Process Design Engineer, Project Engineer/ Manager, Proposals Manager, international Field Startup/ Pre-commissioning Engineer, and Research and Development Engineer/ Lead Technologist.

Specific technology areas included Refining and Petrochemicals; Hydrotreating; Fischer-Tropsch Processing/ gas handling; Phosphoric Acid/ Fertilizers; and off-sites, utilities, and safety/controls systems

**EDUCATION:**

<b>Tufts University</b>	Medford, MA	<b>Master of Science Program / Post-Graduate Research</b> , 1988-1990 Polymers, Colloids, and Surfaces Concentration program Thesis research: Use of the differential coagulating action of electrolytes for the beneficiation of aqueous suspensions of hydrophilic and hydrophobic particulates in the presence of anionic surfactants
<b>Tufts University</b>	Medford, MA	<b>Bachelor of Science in Chemical Engineering</b> , May 1988.

**REFERENCES:** Available upon request



Nicholas Milano &lt;nmilano@medfield.net&gt;

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## Medfield Board of Water and Sewerage

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Clair Meehan <clair.meehan@gmail.com>  
To: nmilano@medfield.net

Wed, Oct 20, 2021 at 11:57 AM

Mr. Milano,

I am writing regarding the vacancy on the Medfield Board of Water and Sewerage. I recognize that this position is best filled by an engineer; however, should you not have a volunteer who meets that criterion, I would welcome the chance to be considered for membership on this Board and to further its mission.

In terms of my background, I have a master's degree in Water Resource Management from Duke University. From 2002 to 2019, I was employed as an environmental scientist by Tetra Tech, Inc, one of the largest consulting and engineering firms globally. Over the course of my tenure at Tetra Tech, I provided support for clean water programs at the federal and state levels, particularly through projects for the U.S. Environmental Protection Agency (EPA). I served as a project manager on projects spanning a range of topics, including water quality standards, stormwater management, criteria development, and wastewater—all including elements of public outreach, technical writing, and working with stakeholders.

In 2019, I altered my professional focus to serve as a project manager at a nonprofit in the healthcare field. Despite this change, I believe that my background could provide support for the efforts of the Board of Water and Sewerage. I have attached my CV for your consideration—please note that I have included more details of work relevant to water quality projects than my current work. I would be happy to speak with you further if I can be of service.

Best wishes,  
Clair

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[Meehan\\_Resume 2021.pdf](#)  
147K

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**PROFESSIONAL EXPERIENCE**

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**Associate Director of Research Programs****5/2002–present****Newton, MA****National Brain Tumor Society**

Serving as project manager for National Brain Tumor Society's (NBTS) research grant program and external collaborations, including NBTS Research Roundtable series. Focused on ensuring multi-stakeholder engagement in efforts to advance the field of neuro-oncology and bring treatments to patients.

**Environmental Scientist****5/2002–5/2019****Tetra Tech, Inc.****Fairfax, VA\***

Managed and provided technical support for projects for the U.S. Environmental Protection Agency (EPA) and other agencies related to water quality protection. Tasks focus on client-based services, including technical support for state programs and federal rulemaking efforts; document development; planning and execution of webinars and meetings; management of online information systems; contract/financial reporting; and staff management. Key accomplishments include:

- **Project Management**—Managed projects valued at more than \$700,000 annually (typically 5–8 concurrent projects). For each project, managed workplan, schedule, and milestones. Reviewed products developed by Tetra Tech staff and subcontractors. Performed weekly check-ins with staff on each project to ensure that milestones are met and that all products are produced on-time and within budget. Monitored project budgets on a weekly basis and meet with clients each week to communicate progress toward project completion, discuss any changes to work plans, and review budgets.
- **Technical Support for State Water Programs**—Managed efforts to support scientific and policy efforts at the state level. Key projects focused on help states use flexibility of federal regulations to protect streams and rivers. These efforts include working with EPA and states to develop variance demonstration packages for individual wastewater treatment facilities and management of engineering staff to design models and cost engineering options to determine the highest attainable condition of waterbodies and drive incremental water quality improvement.
- **Contract/Financial Management**—Prepared monthly progress reports and materials for invoicing. Reviewed invoices for accuracy. Adhered to prescribed reporting systems and best practices. Developed proposals for new work in response to requests for proposals from EPA and other agencies.
- **Meeting and Workshop Support**—Provided technical and logistical support for meetings and workshops, including facilitation. Executed more than 40 meetings ranging in size from small groups of 10 to more than 400 people at formal public hearings. Support included agenda development, facilitation, development of workshop materials, travel management for expert speakers, notetaking, and logistical support. These events varied by topic and were planned with individual goals in mind (e.g., public education, consensus building, sharing of technical information). Following events, provided products to fit meeting goals, including issue papers, meeting summaries, and action items.
- **Document Development**—Responsible for the writing, editing, and content management for documents for technical audiences and the public. Key elements of document development included identification of target audiences, tailoring text to convey information to best reach the intended reader, and selection of appropriate content. Conducted literature searches and monitor for newly published research. Develop marketing materials. Provided editorial support for technical reports on a variety of topics related to water quality and the protection of human health and aquatic life.

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\* Reporting to the Fairfax, Virginia office but based in Massachusetts since 2007.

- **Webcast Training and Website Development**—Researched and developed content for websites for a variety of audiences. Example sites include a series of pages on pet waste reduction for Prince George's County, MD. These pages provide technical information about the problems associated with pet waste in the County and offer practical solutions for residents. Developed and offered webcast training on environmental topics for American Indian tribes. Wrote PowerPoint presentations for live webcasts and managed archive materials for on-demand use after the live event.

## SELECT PUBLICATIONS

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Flippin, J., J. Wyss, J. Diamond, C. Meehan, and J. Hagy. 2019. *Evaluating the Protectiveness of Texas' Site-specific Dissolved Oxygen Criteria for Oso Bay and Laguna Madre in Corpus Christi, TX*. Tetra Tech, Inc. and U.S. U.S. Environmental Protection Agency Office of Research and Development. Prepared for U.S. Environmental Protection Agency, Office of Water. Washington, DC. 112 pp.

Lee et al., 2021. Report of National Brain Tumor Society roundtable workshop on innovating brain tumor clinical trials: building on lessons learned from COVID-19 experience. *Neuro-Oncology*, 23(8):1252–1260, doi:10.1093/neuonc/noab082.

USEPA. 2017. *Green Infrastructure in Parks: A Guide to Collaboration, Funding, and Community Engagement*. EPA 841-R-16-112. U.S. Environmental Protection Agency, Washington, DC.

USEPA. 2016. *A Practitioner's Guide to the Biological Condition Gradient: A Framework to Describe Incremental Change in Aquatic Ecosystems*. EPA-842-R-16-001. U.S. Environmental Protection Agency, Washington, DC.

USEPA. 2013. *Biological Assessment Program Review: Assessing Level of Technical Rigor to Support Water Quality Management*. EPA 820-R-13-001. U.S. Environmental Protection Agency, Washington, DC.

## EDUCATION

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**Master of Environmental Management** 5/2003  
**Duke University, Nicholas School of the Environment and Earth Sciences Durham, NC**  
• Concentration: Water and Air Resources

**Bachelor of Science** 5/1999  
**Georgetown University, School of Foreign Service** Washington, DC  
• Major: Science, Technology, and International Affairs  
• Focus: International environmental policy

## RECENT VOLUNTEER SERVICE

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**Medfield Coalition for Public Education** 6/2018–5/2021  
President, 2019–2020  
Publicity Chair, 2018—2021

**Friends of MHS Theather Society** 9/2021–Present  
Volunteer





Nicholas Milano &lt;nmilano@medfield.net&gt;

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**Fwd: MFi Angel Run - Add'l Sandwich Board Request****Kristine Trierweiler** <ktrierweiler@medfield.net>  
To: Nicholas Milano <nmilano@medfield.net>

Mon, Nov 8, 2021 at 2:47 PM

Sent from my iPhone

Begin forwarded message:

**From:** Rose Colleran [REDACTED]  
**Date:** November 8, 2021 at 1:02:19 PM EST  
**To:** Kristine Trierweiler <ktrierweiler@medfield.net>  
**Subject:** MFi Angel Run - Add'l Sandwich Board Request  
**Reply-To:** Rose Colleran [REDACTED]

Hi Kristine -

We would like to put our two sandwich boards out again for one additional week the week leading up to the race (11/29 - 12/5). Can you please coordinate approval with the Town selectmen at the next meeting?

Thank you for your help!

**Rose Colleran, Pn1**  
**Nutrition & Wellness Coach**  
[REDACTED]

This email is intended for municipal use only and must comply with the Town of Medfield's policies and state/federal laws. Under Massachusetts Law, any email created or received by an employee of The Town of Medfield is considered a public record. All email correspondence is subject to the requirements of M.G.L. Chapter 66. This email may contain confidential and privileged material for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient please contact the sender and delete all copies.

**Troop 89**  
**Boy Scouts of America**  
Medfield, MA

Mr. Michael T. Marcucci, Selectman  
Mr. Gustave H. Murby, Selectman  
Mr. Osler L. Peterson, Selectman  
Town House  
Medfield, MA 02052

Dear Board Members:

The purpose of this letter is to request acknowledgment by the Town of Medfield for three of the young men in Boy Scout Troop 89 who recently earned the rank of Eagle Scout. It is a Troop 89 tradition to make the presentation of all letters of congratulation and other citations at an Eagle ceremony honoring this achievement by the Scout.

On behalf of Troop 89, I would like to extend an invitation to each of you to be with us for the ceremonies to celebrate this achievement on Saturday November 20 at one o'clock in the afternoon at the United Church of Christ, Main Street, Medfield. As representatives of the town, we invite your participation in the ceremony by presenting the traditional citation of recognition.

**Name of Scouts**

**Karl Andrews Ericson**  
**Antonio P. King**  
**Jan Philip Passas**

If none of you are able to attend, it would be greatly appreciated if the acknowledgement could be mailed to our Eagle Scouts at the following address:

Troop 89 Eagle Scouts  
c/o Denise Iannone  
70 Pleasant Street  
Medfield, MA 02052

We hope you can be with us for this occasion and look forward to seeing you there.

Sincerely,

Denise Iannone

Nick Iannone

Eagle Scout Court of Honor Chairpersons

Troop 89, BSA

508-359-5859



# ZULLO GALLERY

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## CENTER FOR THE ARTS

456A Main Street  
Medfield, Massachusetts 02052

William F. Pope  
*Executive Director*

Novemebr 11, 2021

To The Medfield Selectmen,

The Zullo Gallery is requesting a one day beer & wine permit for **Thursday December 2** from 5:30-11pm for an artists reception for our **Annual Holiday Exhibit** in combination with a **ZULLO FIRST THURSDAY** - our monthly celebration of the arts - and our first one since March 2020!

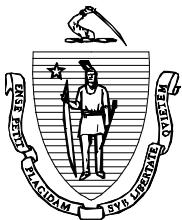
Thank you for your consideration - and your past support.

Sincerely,

William F. Pope  
Executive Director

requested date:  
Thursday December 2, 2021 5:30-11pm

Informational



Commonwealth of Massachusetts  
**DEPARTMENT OF HOUSING &  
COMMUNITY DEVELOPMENT**  
Charles D. Baker, Governor ◆ Karyn E. Polito, Lt. Governor ◆ Jennifer D. Maddox, Undersecretary

November 8, 2021

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

Mr. Robert J. Borrelli, Manager  
Medfield Holdings, LLC  
9 Boiling Spring Avenue  
Medfield, Massachusetts 02052

**RE: Hinkley South, Medfield, Massachusetts  
Determination of Project Eligibility under the Local Initiative Program (LIP)**

Dear Messrs. Marcucci and Borrelli:

I am pleased to inform you that your application for project eligibility under the Local Initiative Program (LIP) for the proposed Hinkley South project has been approved. This approval is based on your application that sets forth a plan for the development of 24 homeownership units. The proposed sales prices of the LIP units are generally consistent with the standards for affordable housing to be included in a community's Chapter 40B affordable housing stock.

As part of the review process, Department of Housing and Community Development (DHCD) staff has performed an on-site inspection of the proposed project sites. DHCD has made the following findings:

1. The proposed project appears generally eligible under the requirements of the Local Initiative Program, subject to final program review and approval;
2. The site of the proposed project is generally appropriate for residential development;
3. The conceptual plan is generally appropriate for the site on which the project is located;
4. The proposed project appears financially feasible in the context of the Medfield housing market;
5. The initial pro forma for the project appears financially feasible and consistent with cost examination and limitations on profits and distributions on the basis of estimated development costs;

6. The project sponsor and the development team meet the general eligibility standards of the Local Initiative Program;
7. The project sponsor has an executed Purchase and Sale agreement for the site.

The proposed project must comply with all state and local codes not specifically exempted by a comprehensive permit.

*Please provide us with a copy of the comprehensive permit as soon as it is issued.* The DHCD legal office will review the comprehensive permit and other project documentation. Additional information may be requested as is deemed necessary. Following the issuance of the comprehensive permit, the specifics of this project must be formalized in a regulatory agreement signed by the municipality, the project developer, and DHCD prior to starting construction.

As stated in the application, the Hinkley South project will consist of 24 units, six of which will be affordable and eligible for inclusion in the town's subsidized housing inventory. The affordable units will be marketed and sold to eligible households whose annual income may not exceed 80% of area median income, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

The conditions that must be met prior to final DHCD approval include:

1. A final affirmative fair marketing and lottery plan with related forms shall be submitted that reflects LIP requirements including consistency with the *Comprehensive Permit Guidelines, Section III, Affirmative Fair Housing Marketing Plans*;
2. Any changes to the application it has just reviewed and approved, including but not limited to alterations in unit mix, sales price, development team, unit design, site plan and financial pro forma reflecting land value, must be approved by DHCD;
3. The project must be organized and operated so as not to violate the state anti-discrimination statute (M.G.L. c151B) or the Federal Fair Housing statute (42 U.S.C. s.3601 et seq.). No restriction on occupancy may be imposed on the affordable unit (other than those created by state or local health and safety laws regulating the number of occupants in dwelling units); and
4. The town shall submit to DHCD the finalized details of the comprehensive permit.

Page 3  
Hinkley South – Medfield, MA

As the Hinkley South project nears completion of construction, DHCD staff may visit the site to ensure that the development meets program guidelines.

When the units have received Certificates of Occupancy, the developer must submit to both DHCD and the Medfield Board of Selectmen a project cost examination for the comprehensive permit project.

This letter shall expire two years from this date or on November 8, 2023 unless a comprehensive permit has been issued.

We congratulate the town of Medfield and Medfield Holdings, LLC on your efforts to work together to increase the town's supply of affordable housing. If you have any questions as you proceed with the project, please call Alana Murphy at 617-573-1301.

Sincerely,



Alana Murphy  
Deputy Director

cc: Sarah Raposa, Town Planner  
Kristine Trierweiler, Town Administrator  
John J. McNicholas, Zoning Board of Appeals  
Office of the Chief Counsel, DHCD

Enc.

## RESPONSIBILITY FOR COST CERTIFICATION:

By your signature below, Medfield Holdings, LLC, acknowledges and accepts this approval letter, including the obligation under law to provide the Department of Housing and Community Development and the town of Medfield with a project cost examination.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

*Upon receipt, please make copy of this letter and return a signed copy to Division of Housing Development, Department of Housing and Community Development, 100 Cambridge Street, Boston, MA 02114 ATTN: Local Initiative Program*

Hinkley South, Medfield, Massachusetts

## LOCAL INITIATIVE PROGRAM – COMPREHENSIVE PERMIT

**Sponsor:**  
Medfield Holdings, LLC  
P.O. Box 377  
Medfield, MA 02052

**Project Addresses:**  
Off Ice House Road  
Medfield, MA 02052

This project will provide ownership opportunities according to the following breakdown:

Type of Unit	# of Units	# of Bdrms.	# of Baths	Gross SF	Condo Fee	Maximum Sales Price
Market Units	18	2	2	1,556-1,991	TBD	\$600,000
LIP Units	6	2	1	1,556+	TBD	\$290,000+/-
<b>Total Units</b>	24					



1 ICE HOUSE RD.	56-043
3 ICE HOUSE RD.	56-044
2 ICE HOUSE RD.	56-045
HARDING ST	64-001
HARDING ST	64-111
TOWN OF MEDFIELD	LUC: 930
459 MAIN ST	
MEDFIELD, MA	02052

# TOWN OF MEDFIELD

## BOARD OF APPEALS ON ZONING

459 Main Street  
Medfield, MA 02052

### ABUTTERS NOTICE

Notice is hereby given that the Medfield Zoning Board of Appeals (ZBA) will conduct a Public Hearing on Wednesday, December 1, 2021 at 7:00 P.M. at the Medfield Town House, 459 Main Street, on an application for a proposed development known as "Hinkley South 40B" from Medfield Holdings LLC (applicant), with respect to property located at off Ice House Road (per Purchase and Sales Agreement with current owner, Town of Medfield); Assessors' Map 64, Lot 001; RT/IE Zoning District with partial Primary Aquifer Overlay. The total land area: 280,892 sf or 6.45 acres.

The application is for a Comprehensive Permit under MGL Chapter 40B, Sections 20 through 23 as amended, to allow construction of a multi-family residential development that will consist of 24 age-restricted ownership dwellings with appurtenant driveways, parking areas, landscaping, utility systems, stormwater management system and/or access and utility easements, as required. There will be 6 affordable units and 18 market rate units.

The application and plans may be viewed at Town Hall during regular business hours or online on the ZBA webpage at [www.town.medfield.net](http://www.town.medfield.net). All town boards and other interested parties wishing to be heard should appear at the time and place designated. A zoom link is also be provided on the town website for those unable to attend in person.

John J. McNicholas, Chair  
Board of Appeals on Zoning

The Press:

- November 12, 2021
- November 19, 2021

### ZOOM INFORMATION

Join from a PC, Mac, iPad, iPhone or Android device:

[https://medfield-](https://medfield-net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09)  
[net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09](https://medfield-net.zoom.us/j/83159768365?pwd=T25lc1FieUF0WmJTaGtTOVRWVmYrQT09)

**Passcode: 164161**

**The Zoom link is also available on the Town's website  
(under "Calendar" or "Agenda Center")**

*Most applications and plans are available on the Town's website:*

*[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals*

**Questions? Comments?** Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)

*Note: Applications may be heard out of order at the Board's discretion*

**Or join by phone: Dial (for higher quality, dial a number based on your current location):**

**+1 929 436 2866 or +1 301 715 8592 or  
+1 312 626 6799 or +1 669 900 6833  
or +1 253 215 8782 or +1 346 248 7799**

**Webinar ID: 831 5976 8365**

**Passcode: 164161**

**(enter \*9 to raise hand)**

**Please note: phone users will not be able to view materials on the screen; however, documents are available on the ZBA's webpage for viewing at your convenience.**

**Please contact Town Planner Sarah Raposa  
at [sraposa@medfield.net](mailto:sraposa@medfield.net)  
or (508) 906-3027 (office)**  
**Work Cell / Text: (339) 206-1773  
with any issues.**

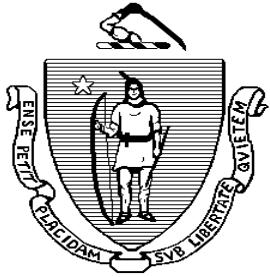
*Most applications and plans are available on the Town's website:*

*[www.town.medfield.net](http://www.town.medfield.net) > Boards and Committee > Zoning Board of Appeals*

**Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or [sraposa@medfield.net](mailto:sraposa@medfield.net)**

*Note: Applications may be heard out of order at the Board's discretion*





# The Commonwealth of Massachusetts

## DEPARTMENT OF PUBLIC UTILITIES

This is an important notice. Please have it translated. Este é um aviso importante. Quiera mandá-lo traduzir. Este es un aviso importante. Sirvase mandarlo traducir. Avis important. Veuillez traduire immédiatement. Questa è un'informazione importante, si prega di tradurla. 此为重要通知。请加以翻译。

### NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 21-121

November 2, 2021

Petition of Eversource Gas Company of Massachusetts, d/b/a Eversource Energy, pursuant to G.L. c. 25, § 21, for approval by the Department of Public Utilities of its Three-Year Energy Efficiency Plan for 2022 through 2024.

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On November 1, 2021, Eversource Gas Company of Massachusetts, d/b/a Eversource Energy (“Company” or “EGMA”), filed with the Department of Public Utilities (“Department”), a petition for approval of a three-year energy efficiency plan for calendar years 2022 through 2024 (“Three-Year Plan”). The Company filed its Three-Year Plan pursuant to An Act Relative to Green Communities, Acts of 2008, c. 169, § 11 (“Green Communities Act”). The Department docketed this matter as D.P.U. 21-121. The Company requests that the Department approve a single, consolidated Three-Year Plan with NSTAR Gas Company (D.P.U. 21-125).

The Green Communities Act requires the Commonwealth’s electric and gas distribution companies, and municipal aggregators with certified efficiency plans (together, “Program Administrators”) to develop, in consultation with the Energy Efficiency Advisory Council (“Council”), plans that provide for the acquisition of all available energy efficiency and demand reduction resources that are cost effective or less expensive than supply. G.L. c. 25, § 21. The Company’s proposed Three-Year Plan includes energy efficiency programs for residential, low-income, and commercial and industrial (“C&I”) customers. The proposed Three-Year Plan also incorporates the Company’s Residential Conservation Service filing pursuant to G.L. c. 164, App. § 2-7(h).

The Company’s proposed budget for its Three-Year Plan is \$271,528,185 (i.e., \$82,048,621 in 2022, \$89,975,081 in 2023, and \$99,504,482 in 2024) and includes a performance incentive. If the Company’s Three-Year Plan is approved as proposed, the Company states that customers could experience the following bill impacts:

- A residential heating customer (R-3) using 132 therms per month on average could experience a monthly peak bill increase of \$0.06 or 0.02 percent in 2021/2022; a monthly peak bill decrease of \$4.52 or 1.9 percent in 2022/2023; and a monthly peak bill increase of \$2.11 or 0.9 percent in 2023/2024;
- A low-income residential heating customer (R-4) using 126 therms per month on average could experience a monthly peak bill increase of \$0.04 or 0.02 percent in 2021/2022; a monthly peak bill decrease of \$3.22 or 1.9 percent in 2022/2023; and a monthly peak bill increase of \$1.51 or 0.9 percent in 2023/2024;
- Actual bill impacts may be lower for customers who participate in energy efficiency programs that lower their gas usage;
- Bill impacts for C&I customers will vary. These customers should contact the Company for specific bill impact information.

**Due to certain ongoing safety measures and precautions relating to in-person events as a result of the COVID-19 pandemic, the Department will conduct two virtual public hearings to receive comments on the Company's filing.** The Department will conduct two public hearings using Zoom videoconferencing:

- **Wednesday, December 1, 2021, beginning at 7:00 p.m.**
- **Thursday, December 2, 2021, beginning at 2:00 p.m.**

Attendees can join the December 1, 2021 hearing at 7:00 p.m. by entering the link, <https://us06web.zoom.us/j/85706654588>, and the December 2, 2021 hearing at 2:00 p.m. by entering the link, <https://us06web.zoom.us/j/84475716947>, from a computer, smartphone, or tablet. No prior software download is required. For audio only access to the hearings, attendees can dial in to either hearing at **(646) 558-8656 or (301) 715-8592 (not toll free)** and then enter the **Meeting ID# 857 0665 4588 for the December 1, 2021 hearing and Meeting ID# 844 7571 6947 for the December 2, 2021 hearing**. If you anticipate providing comments via Zoom during either public hearing, please send an email by **Monday, November 29, 2021**, to [jeffrey.leupold@mass.gov](mailto:jeffrey.leupold@mass.gov) with your name, email address, mailing address, and hearing date. If you anticipate commenting by telephone, please leave a voicemail message by **Monday, November 29, 2021**, at (617) 305-3684 with your name, telephone number, mailing address, and hearing date.

When using the Zoom platform, you will be able to listen to the hearing and provide comments in English or Spanish. To access interpretation services through Zoom during the hearing, click on the “Interpretation” button on the menu at the bottom of the Zoom application screen and select your language (i.e., English or Spanish).

Alternately, any person interested in commenting on the Company's filing may submit written comments to the Department no later than the close of business (5:00 p.m.) on

**Friday, December 3, 2021.** To the extent a person or entity wishes to submit comments in accordance with this Notice, electronic submission, as detailed below, is sufficient.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. The following persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Tuesday, November 2, 2021**: (1) voting and non-voting members of the Council; (2) any entity whose interests are represented on the Council; (3) any person/entity that has participated in the Council process; and (4) any person/entity that was previously granted intervention as a full party or limited participant in a three-year energy efficiency plan proceeding. All other persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Monday, November 15, 2021**. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business on the second business day after the petition to intervene was filed.

Ordinarily, all parties would follow Sections B.1 and B.4 of the Department's Standard Ground Rules (D.P.U. 15-184-A, App. 1 (March 4, 2020)) regarding the filing of documents. However, at this time, all filings will be submitted to the Department only in electronic format, consistent with the Department's June 15, 2021 Memorandum addressing continued modified filing requirements. Until further notice, parties must retain the original paper version of the filing and the Department will later determine when the paper version must be filed with the Department Secretary.

All comments or petitions to intervene must be submitted to the Department in **.pdf format** by e-mail attachment to [dpu.efiling@mass.gov](mailto:dpu.efiling@mass.gov) and [jeffrey.leupold@mass.gov](mailto:jeffrey.leupold@mass.gov). In addition, all comments or petitions to intervene should be submitted to the Company's attorney, John K. Habib, Esq., by email attachment to [jhabib@keeganwerlin.com](mailto:jhabib@keeganwerlin.com). The text of the e-mail must specify: (1) the docket number of the proceeding (D.P.U. 21-121); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic file name should identify the document but should not exceed 50 characters in length. Importantly, all large files submitted must be broken down into electronic files that **do not exceed 20 MB**.

At this time, a paper copy of the filing will not be available for public viewing at the Company's offices or the Department. The filing and other documents submitted in electronic format will be posted as soon as practicable at on the Department's website

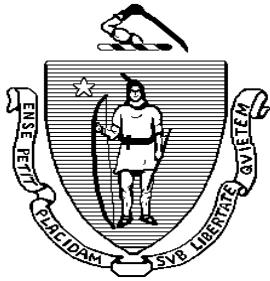
through our online File Room at:

<https://eeaonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber> (enter “21-121”).

Reasonable accommodations at public hearings for people with disabilities are available upon request. Contact the Department’s ADA Coordinator at [DPUADACoordinator@mass.gov](mailto:DPUADACoordinator@mass.gov). Include a description of the accommodation you will need, including as much detail as you can. Also include a way the Department can contact you if we need more information. Please provide as much advance notice as possible. Last minute requests will be accepted, but may not be able to be accommodated. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact the Department’s ADA Coordinator at [DPUADACoordinator@mass.gov](mailto:DPUADACoordinator@mass.gov).

Any person desiring further information regarding the Three-Year Plan should contact counsel for the Company, John K. Habib, Esq. at (617) 951-1400. Any person desiring further information regarding this notice should contact Jeffrey Leupold, Hearing Officer, Department of Public Utilities, at [jeffrey.leupold@mass.gov](mailto:jeffrey.leupold@mass.gov).





# The Commonwealth of Massachusetts

## DEPARTMENT OF PUBLIC UTILITIES

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### NOTICE OF FILING AND PUBLIC HEARING

D.P.U. 21-125

November 2, 2021

Petition of NSTAR Gas Company, d/b/a Eversource Energy, pursuant to G.L. c. 25, § 21, for approval by the Department of Public Utilities of its Three-Year Energy Efficiency Plan for 2022 through 2024.

---

On November 1, 2021, NSTAR Gas Company, d/b/a Eversource Energy (“Company”), filed with the Department of Public Utilities (“Department”), a petition for approval of a three-year energy efficiency plan for calendar years 2022 through 2024 (“Three-Year Plan”). The Company filed its Three-Year Plan pursuant to An Act Relative to Green Communities, Acts of 2008, c. 169, § 11 (“Green Communities Act”). The Department docketed this matter as D.P.U. 21-125. The Company requests that the Department approve a single, consolidated Three-Year Plan with Eversource Gas Company of Massachusetts (D.P.U. 21-121).

The Green Communities Act requires the Commonwealth’s electric and gas distribution companies, and municipal aggregators with certified efficiency plans (together, “Program Administrators”) to develop, in consultation with the Energy Efficiency Advisory Council (“Council”), plans that provide for the acquisition of all available energy efficiency and demand reduction resources that are cost effective or less expensive than supply. G.L. c. 25, § 21. The Company’s proposed Three-Year Plan includes energy efficiency programs for residential, low-income, and commercial and industrial (“C&I”) customers. The proposed Three-Year Plan also incorporates the Company’s Residential Conservation Service filing pursuant to G.L. c. 164, App. § 2-7(h).

The Company’s proposed budget for its Three-Year Plan is \$242,372,856 (i.e., \$71,902,762 in 2022, \$81,105,842 in 2023, and \$89,364,253 in 2024) and includes a performance incentive. If the Company’s Three-Year Plan is approved as proposed, the Company states that customers could experience the following bill impacts:

- A residential heating customer (R-3) using an average of 126 therms per month in the peak period could experience a monthly peak bill increase of \$0.20 or 0.1 percent in 2022; a monthly peak bill increase of \$4.80 or 2.1 percent in 2023; and a monthly peak bill increase of \$1.93 or 0.8 percent in 2024;
- A low-income residential customer (R-4) using an average of 123 therms per month in the peak period could experience a monthly peak bill increase of \$0.15 or 0.1 percent in 2022; a monthly peak bill increase of \$3.50 or 2.1 percent in 2023; and a monthly peak bill increase of \$1.41 or 0.8 percent in 2024;
- Actual bill impacts may be lower for customers who participate in energy efficiency programs that lower their gas usage;
- Bill impacts for C&I customers will vary. These customers should contact the Company for specific bill impact information.

**Due to certain ongoing safety measures and precautions relating to in-person events as a result of the COVID-19 pandemic, the Department will conduct two virtual public hearings to receive comments on the Company's filing.** The Department will conduct two public hearings using Zoom videoconferencing:

- **Wednesday, December 1, 2021, beginning at 7:00 p.m.**
- **Thursday, December 2, 2021, beginning at 2:00 p.m.**

Attendees can join the December 1, 2021 hearing at 7:00 p.m. by entering the link, <https://us06web.zoom.us/j/85706654588>, and the December 2, 2021 hearing at 2:00 p.m. by entering the link, <https://us06web.zoom.us/j/84475716947>, from a computer, smartphone, or tablet. No prior software download is required. For audio only access to the hearings, attendees can dial in to either hearing at **(646) 558-8656 or (301) 715-8592 (not toll free)** and then enter the **Meeting ID# 857 0665 4588 for the December 1, 2021 hearing and Meeting ID# 844 7571 6947 for the December 2, 2021 hearing**. If you anticipate providing comments via Zoom during either public hearing, please send an email by **Monday, November 29, 2021**, to [jeffrey.leupold@mass.gov](mailto:jeffrey.leupold@mass.gov) with your name, email address, mailing address, and hearing date. If you anticipate commenting by telephone, please leave a voicemail message by **Monday, November 29, 2021**, at (617) 305-3684 with your name, telephone number, mailing address, and hearing date.

When using the Zoom platform, you will be able to listen to the hearing and provide comments in English or Spanish. To access interpretation services through Zoom during the hearing, click on the “Interpretation” button on the menu at the bottom of the Zoom application screen and select your language (i.e., English or Spanish).

Alternately, any person interested in commenting on the Company's filing may submit written comments to the Department no later than the close of business (5:00 p.m.) on

**Friday, December 3, 2021.** To the extent a person or entity wishes to submit comments in accordance with this Notice, electronic submission, as detailed below, is sufficient.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department. A petition for leave to intervene must satisfy the timing and substantive requirements of 220 CMR 1.03. The following persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Tuesday, November 2, 2021**: (1) voting and non-voting members of the Council; (2) any entity whose interests are represented on the Council; (3) any person/entity that has participated in the Council process; and (4) any person/entity that was previously granted intervention as a full party or limited participant in a three-year energy efficiency plan proceeding. All other persons/entities who desire to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene with the Department not later than the close of business on **Monday, November 15, 2021**. Receipt by the Department, not mailing, constitutes filing and determines whether a petition has been timely filed. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10. All responses to petitions to intervene must be filed by the close of business on the second business day after the petition to intervene was filed.

Ordinarily, all parties would follow Sections B.1 and B.4 of the Department's Standard Ground Rules (D.P.U. 15-184-A, App. 1 (March 4, 2020)) regarding the filing of documents. However, at this time, all filings will be submitted to the Department only in electronic format, consistent with the Department's June 15, 2021 Memorandum addressing continued modified filing requirements. Until further notice, parties must retain the original paper version of the filing and the Department will later determine when the paper version must be filed with the Department Secretary.

All comments or petitions to intervene must be submitted to the Department in **.pdf format** by e-mail attachment to [dpu.efiling@mass.gov](mailto:dpu.efiling@mass.gov) and [jeffrey.leupold@mass.gov](mailto:jeffrey.leupold@mass.gov). In addition, all comments or petitions to intervene should be submitted to the Company's attorney, John K. Habib, Esq., by email attachment to [jhabib@keeganwerlin.com](mailto:jhabib@keeganwerlin.com). The text of the e-mail must specify: (1) the docket number of the proceeding (D.P.U. 21-125); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic file name should identify the document but should not exceed 50 characters in length. Importantly, all large files submitted must be broken down into electronic files that **do not exceed 20 MB**.

At this time, a paper copy of the filing will not be available for public viewing at the Company's offices or the Department. The filing and other documents submitted in electronic format will be posted as soon as practicable at on the Department's website

through our online File Room at:

<https://eeaonline.eea.state.ma.us/DPU/Fileroom/dockets/bynumber> (enter “21-125”).

Reasonable accommodations at public hearings for people with disabilities are available upon request. Contact the Department’s ADA Coordinator at [DPUADACoordinator@mass.gov](mailto:DPUADACoordinator@mass.gov). Include a description of the accommodation you will need, including as much detail as you can. Also include a way the Department can contact you if we need more information. Please provide as much advance notice as possible. Last minute requests will be accepted, but may not be able to be accommodated. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact the Department’s ADA Coordinator at [DPUADACoordinator@mass.gov](mailto:DPUADACoordinator@mass.gov).

Any person desiring further information regarding the Three-Year Plan should contact counsel for the Company, John K. Habib, Esq. at (617) 951-1400. Any person desiring further information regarding this notice should contact Jeffrey Leupold, Hearing Officer, Department of Public Utilities, at [jeffrey.leupold@mass.gov](mailto:jeffrey.leupold@mass.gov).