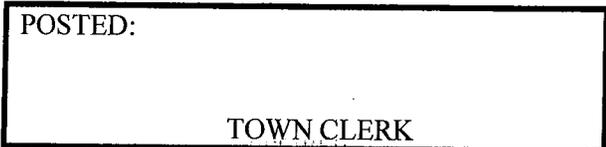




TOWN OF MEDFIELD

MEETING NOTICE

POSTED:



TOWN CLERK
TOWN OF MEDFIELD, MASS.

2018 DEC -7 P 12:19

OFFICE OF THE
TOWN CLERK

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 39 SECTION 23A AS AMENDED.

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town hall, Chenery Meeting Room, 2 nd floor	Tuesday December 11, 2018 @ 7:00 PM

AGENDA (SUBJECT TO CHANGE)

6:00 PM Declare meeting open

6:00 PM Vote to go into Executive Session for the purpose of discussing land acquisition

7:00 PM Call to order

Disclosure of video recording

We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Citizen Comment

Action Items

Director of Public Works Maurice Goulet requests Selectmen vote to sign following contracts:

- Environmental Partners Group, Inc., Quincy, MA to perform Landfill Monitoring Services; fee not to exceed \$31,800.00
- Southeastern Regional Services Group, DPW Services for 2/1/19 – 1/31/20

Board of Selectmen are requested to vote to sign Agreement with Patriot Properties, Inc., Marblehead, MA; to provide services in compliance with Department of Revenue Regulations; fee amount \$7,950.00

Regarding Gift of Land by Estate of Carol Stockman to the Town. Board of Selectmen are requested to vote to sign Assent to Probate and Acceptance of Deed

Fire Chief Carrico requests the Selectmen vote to accept the Hazardous Materials Emergency Preparedness Grant provided by MEMA

Selectmen are requested to vote to approve the following 2019 Alcohol Licenses and Common Victualler Licenses:

Avenue, Basil, Jing's Garden II, Kingsbury Club Medfield, Noon Hill Grille, Nosh and Grog, Takara

Selectmen are requested to vote to approve the following 2019 All Alcohol Package Store Licenses:

Bullard's, Medfield Package Store (Larkin's), Palumbo Liquors

Selectmen are requested to vote to approve 2019 Wine and Malt Beverages Licenses:
Medfield Wine Shoppe, Medfield Commons (Gulf Station/Main Street)

Selectmen are requested to vote to approve 2019 Farmer Brewery Pouring Permit to Seventh Wave Brewing, Inc.

Selectmen are requested to vote to approve 2019 Farmer Distillery Pouring Permit to Astraluna, Inc.

Discussion Items

Discuss draft Town Wide Master Plan Committee Charter and appoint Town Wide Master Plan initial committee members:
Mary McCarthy; Roberta Lynch; William Harvey; Teresa James; Tom Erb; Kevin Ryder; Jay Duncan; Philip Stashenko; Jerry Potts

Discuss potential 2019 ATM articles

Discussion of FY2020 budget and Board of Selectmen review of department budgets; budget plan for FY 2020

Discuss schedule and plan for Medfield State Hospital RFI review; preparation for December 18 meeting with development committee

Licenses and Permits (Consent Agenda)

Resident Kristen Williams requests permission to hold the 4th Annual Hunter's Run 5K and 1 mile Fun Run on Sunday April 7, 2019. Ms. Williams 10 year old Hunter is a double lung transplant recipient. Funds raised will be donated to local charities. Chief John Wilhelmi has approved.

Town Administrator Update

Discussion of Meals Tax distribution

Review Board of Selectmen Action List

Selectmen Report

Informational

Copy of Notice #1, Planning Board Hearing on Monday January 7, 2019 relative to proposed Zoning By-Law Amendment; Special Permits by Board of Appeals

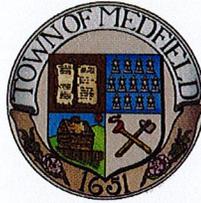
Copy of Notice #2, Planning Board Hearing on Monday January 7, 2019 Relative to Proposed Zoning By-Law Amendment; Inclusionary Zoning By-Law

Copy of Town Counsel letter to Powers & Sullivan, LLC (Town Auditors)

Copy of Conservation Commission's Order of Conditions for 193 South Street

RECEIVED
TOWN OF MEDFIELD, MASS
OFFICE OF THE
TOWN CLERK
2018 DEC -7 P 12:19

E. Clarke
12/7/18



TOWN OF MEDFIELD, MASSACHUSETTS

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

CONTRACT # DPW 2018-15

STATE CONTRACT # (if applicable) _____

This Contract is made this 11th day of December 2018 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 Group, Inc., of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposal for Engineering Consulting Services for the Department of Public Works hereinafter referred to as "Program"; and

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.
3. Source of Payment; Limitation of Town's Liability: The Town is not and shall not be individually liable therefore; Town represents that the funds, are sufficient to pay for

Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional services are required, the Consultant will notify the Town and the Town will obtain additional funds. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional services, **It shall be Consultant's responsibility to ensure that there are sufficient funds available to pay for any additional Town-requested services prior to Consultant's undertaking same.** 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.

4. 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.
5. Receivable: The Contractor shall deliver according to the proposal identified in Attachment A.
6. Contract Term: In accordance with the schedule provided by the Department of Public Works, December 11, 2018 to June 30, 2019.
7. Payment for Work: The Town shall pay 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.
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 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 act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants. Contractor

warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.

10. 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.
11. 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 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 in an amount equal to Five Hundred Thousand Dollars (\$500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

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

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

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

12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant

to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

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

16. Termination:

a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Contractor's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.

c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

17. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage

prepaid, return receipt requested, to: Environmental Partners Group, 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.

18. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
19. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
20. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

By: _____

Title: _____

Paul H. Cerel
President

Board of Selectmen

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Michael Sullivan, 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:

Paul Gabriel
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Paul Gabriel, authorized signatory for
name of signatory

Environmental Partners Group, whose
name of contractor

principal place of business is at Quincy, MA

Environmental Partners Group 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.

Paul Gabriel 12-6-18
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Environment & Safety, 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, Paul Gabriel 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 12-6-05, 20__.

Paul Gabriel

Clerk of Corporation

SEAL

ATTACHMENT

A

Based on DEP's letter of September 29, 2000 and the most recent environmental results, the following recommended scope of work is suggested to comply with regulatory requirements for monitoring through June 2019.

Task 1: Groundwater/Surface Water Monitoring

Under this task two rounds of water sampling will be conducted: one in September/October 2018 and one in March 2019. The water sampling will be from two surface water locations (SW-1 and SW-2) and from ten 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 in the laboratory with a 0.45 micron filter. Laboratory testing will also include a duplicate for all parameters and a trip blank for VOCs. 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 the previous 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 September/October 2018, December 2018, March 2019, and June 2019.

The probes shall be screened for percent oxygen, volatile organic compounds (VOCs), hydrogen sulfide (H₂S), carbon dioxide (CO₂) 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 MA-DEP 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 a month following the monitoring event.

Task 4: Groundwater and Surface Water Resampling

DEP 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 2018 and Spring 2019 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 asked DEP if the resampling could be eliminated from the monitoring program, but DEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If DEP relaxes the resampling requirement, then this Task will not be performed and the Town will not be invoiced for this work.

Proposed Budget

We propose to conduct Tasks 1, 2 and 3 for a not-to-exceed fee of \$28,400. Task 4 Groundwater and Surface Water Resampling will be conducted for a not-to-exceed fee of \$4,600 and will only be performed as long as required by DEP. Therefore, the Total Budget for the FY 2019 Landfill Monitoring program is \$31,800. This budget is based on our current understanding of the Town's needs, and may be modified after further consultation with the Town.

Assumption and Limitations

1. Groundwater monitoring will be performed at the ten existing wells listed under Task 2. 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 DEP that will outline the activities performed and the results obtained. Two draft copies of the summary letter report will be prepared and submitted to the Town for review. After incorporating any comments, we will issue one final copy to the DEP, and will provide a single final copy of each report to the Town.

**Southeastern Regional Services Group
DPW SERVICES AWARD FOR 2/1/19 - 1/31/20**

The Board of Selectmen of the Town of **Medfield** voted at their meeting held on _____ to award contracts to the bidders listed below under the SERSG DPW Services IFB for a twelve month period commencing 2/1/19. This award is conditioned upon the receipt of the appropriate documents specified in the above IFB. The SERSG Regional Administrator will collect these documents on behalf of the Board of Selectmen and present them to the Board for final approval and signature.

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Estimated Quantity</u>	<u>Total Value</u>
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*** **CONTRACT RENEWALS** ***

2018 PRICING RENEWED for work in 2019: 2nd year contract

3. SUPER PAVE HOT MIX ASPHALT

P. J. Keating Co., Acushnet, MA

WINNING BIDDER'S NAME

SuperPave	\$ 68.00	per ton	3,300	\$224,400.00
Bitumen Tack Coat	\$ 4.00	per gallon	1,500	\$6,000.00
Cold Planing	\$ 1.79	per sq yd	30,000	\$53,700.00
Strucutre Adjustments	\$ 300.00	each	10	\$3,000.00
Structure Remodels	\$ 50.00	each	10	\$500.00
Structure Rebuilds	\$ 50.00	per vert ft	10	\$500.00
Hand Work	\$ 75.00	per ton	150	\$11,250.00
Sawcutting	\$ 1.00	per lin ft	2,500	\$2,500.00
Playgrounds/Parking Lots	\$ 68.00	per ton	250	\$17,000.00
			Item Sub-Total	\$318,850.00

Total Estimated Value of RENEWALS \$318,850.00

*** **NEW CONTRACTS** ***

5. RUBBER CHIP SEAL

All States Asphalt, Sunderland, MA

WINNING BIDDER'S NAME

Rubber Chip Seal	5	per sq yd	15,000	\$75,000.00
Level/Shim Course	147	per ton	300	\$44,100.00
			Item Sub-Total	\$119,100.00

8. BONDED WEARING COURSE

All States Asphalt, Sunderland, MA

WINNING BIDDER'S NAME

Bonded Wearing Course application	6.72	per sq yd	35,000	\$235,200.00
Leveling Course	147	per ton	250	\$36,750.00
structure Adjustments	355	each	25	\$8,875.00
Structure Remodels	1250	each	5	\$6,250.00
Structure Rebuilds	275	per vert ft	5	\$1,375.00

**Southeastern Regional Services Group
DPW SERVICES AWARD FOR 2/1/19 - 1/31/20**

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Estimated Quantity</u>	<u>Total Value</u>
		Item Sub-Total	\$288,450.00

9. RANDOM CRACK SEALING

<i>Sealcoating, Inc, Braintree, MA</i>	4580 per day	0	\$0.00
<u>WINNING BIDDER'S NAME</u>	<u>7.94 per gallon</u>	5,000	\$39,700.00
		Item Sub-Total	\$39,700.00

11. CHLORINATED RUBBER TRAFFIC LINE PAINTING

<i>Markings, Inc. Pembroke, MA</i>			
<u>WINNING BIDDER'S NAME</u>			
4" Yellow Centerline	0.043 per lin ft	200,000	\$8,600.00
4" White Line	0.043 per lin ft	1,500,000	\$64,500.00
4" Yellow Hatch Lines	0.250 per lin ft	1,000	\$250.00
Crosswalks	0.465 per lin ft	5,000	\$2,325.00
Stopline	0.465 per lin ft	5,000	\$2,325.00
Stop Words	17.500 each	10	\$175.00
Parking Lines	0.250 per lin ft	5,000	\$1,250.00
Ts and Ls	3.850 each	5,000	\$19,250.00
Directional arrows (federal)	21.500 each	50	\$1,075.00
8" "only"	31.500 each	5	\$157.50
3" "only"	10.000 each	5	\$50.00
8" "school"	48.500 each	5	\$242.50
Traffic Islands	45.000 each	5	\$225.00
Railroad Crossings	75.000 each	4	\$300.00
Removal of Existing Paint Lines	1.050 per sq ft	1,000	\$1,050.00
Grinding for Inlay	0.750 per sq ft	0	\$0.00
		Item Sub-Total	\$101,775.00

16. GUARD RAILS, INSTALLATION OF STEEL BEAM

<i>Premier Fence, Canton MA</i>			
<u>WINNING BIDDER'S NAME</u>			
Straight (Galvanized, Metal Posts)	30.37 per foot	300	\$9,111.00
Straight (Galvanized, Wooden Posts)	31.11 per foot	50	\$1,555.50
Straight (Rust, Wooden Posts)	31.28 per foot	300	\$9,384.00
Curved (Galvanized)	20.00 per foot	100	\$2,000.00
Curved (Rust)	20.00 per foot	100	\$2,000.00
End Pieces (Galvanized)	50.00 each	4	\$200.00
End Pieces (Rust)	50.00 each	4	\$200.00
		Item Sub-Total	\$24,450.50

17. STRUCTURE WORK

**Southeastern Regional Services Group
DPW SERVICES AWARD FOR 2/1/19 - 1/31/20**

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Estimated Quantity</u>	<u>Total Value</u>
<i>Tasco Construction Inc, Belmont, MA</i>			
<i>WINNING BIDDER'S NAME</i>			
Structures Adjusted (1-5 structures per mobilization)	700.00 per structure		
Structures Adjusted (6-10 structures per mobilization)	600.00 per structure		
Structures Adjusted (11-20 structures per mobilization)	500.00 per structure		
Structures Adjusted (20+ structures per mobilization)	420.00 per structure		
AVERAGE PRICE - ADJUSTED	555.00 per structure	35	\$19,425.00
Structures Remodeled (1-5 structures per mobilization)	1,200.00 per structure		
Structures Remodeled (6-10 structures per mobilization)	900.00 per structure		
Structures Remodeled (11-20 structures per mobilization)	700.00 per structure		
Structures Remodeled (20+ structures per mobilization)	550.00 per structure		
AVERAGE PRICE - REMODELED	837.50 per structure	5	\$4,187.50
Structures Rebuilt (1-5 structures per mobilization)	700.00 per vert ft		
Structures Rebuilt (6-10 structures per mobilization)	600.00 per vert ft		
Structures Rebuilt (11-20 structures per mobilization)	500.00 per vert ft		
Structures Rebuilt (20+ structures per mobilization)	420.00 per vert ft		
AVERAGE PRICE - REBUILT	555.00 per vert ft	0	\$0.00
		Item Sub-Total	\$23,612.50
22. TUB GRINDING			
<i>WicklowsWood, Northbridge, MA</i>			
	375.00 per hour	40	\$15,000.00
		Item Sub-Total	\$15,000.00
Total Estimated Value of NEW Contracts			\$612,088.00
GRAND TOTAL			\$930,938.00

Signatures

**Southeastern Regional Services Group
DPW SERVICES AWARD FOR 2/1/19 - 1/31/20**

<u>ITEM NO. and DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>Estimated Quantity</u>	<u>Total Value</u>
Chair and members of the Board of Selectmen			
Board Member			

AGREEMENT BETWEEN

MUNICIPALITY OF MEDFIELD, MASSACHUSETTS

**Board of Assessors, 459 Main Street
Medfield, MA 02052**

AND

PATRIOT PROPERTIES, INC.

**123 Pleasant Street
Marblehead, MA 01945**

This contract is made and entered into this _____ day of _____, 2018, by and between MEDFIELD, MASSACHUSETTS (hereinafter referred to as the MUNICIPALITY), a Municipal Corporation organized under the laws of the Commonwealth of Massachusetts, acting by and through its Board of Assessors, and PATRIOT PROPERTIES, INC., a Massachusetts corporation (hereinafter referred to as the COMPANY), whose principal place of business is at 123 Pleasant Street Marblehead, Massachusetts, 01945.

In consideration of the compensation set forth herein, the COMPANY agrees to provide the following services in compliance with the Massachusetts Department of Revenue regulations, as they currently exist

1. Scope of Agreement

Taxable Personal Property- Fiscal Years 2020 thru 2022:

- A. Analyze the Forms of List (75-100) returned by the owners of the existing Taxable Personal Property.
- B. Review the taxable inventory base in the AssessPRO system for all new accounts.
- C. Validate the information on 33% (Approximately 20-25 Accounts) of the taxable database annually by field listing those accounts.
- D. Review the telecommunication and gas line companies listing submitted by the Department of Revenue and review the taxable inventory accordingly.
- E. All potentially new Taxable Personal Property accounts (up to 12 accounts) shall be visited for determination of taxability status.
- F. All new Taxable Personal Property accounts discovered shall be listed, priced and added to the tax base.
- G. All businesses determined to be exempt from taxation shall be noted and given to the Assessor's office staff for input into the Personal Property system for future reference.

Triennial Certification Fiscal Year 2020:

- A. Patriot Properties will adjust all value tables, depreciation tables, and any other requirements of the system to insure equitable assessments and to conform to all Department of Revenue regulations and guidelines, as they currently exist.
- B. Provide all documentation necessary for the "Certification" process.

2. General Conditions

- A. Patriot Properties will be responsible for all the discovery and data entry work.
- B. Patriot Properties will be responsible for all changes to the AssessPRO calculation tables.
- C. Any property with a (504) classification code will be net book plus (CWIP) construction work in progress.
- D. Solar Fields and Wind Turbines are not included, estimates will be provided upon request.

3. Compensation

In consideration of the services to be performed by the COMPANY, the MUNICIPALITY shall pay the COMPANY the following amount:

Seven Thousand, Nine Hundred & Fifty Dollars

\$7,950.00

Level funded over (3) fiscal years

Fiscal Year 2020: \$2,650.00

Fiscal Year 2021: \$2,650.00

Fiscal Year 2022: \$2,650.00

The MUNICIPALITY'S financial obligations are only binding for the current fiscal year; financial obligations for the subsequent fiscal year(s) are subject to appropriation by the local legislative body. The COMPANY shall submit periodic invoices to the MUNICIPALITY reflecting the steps completed and the corresponding payment due. The Assessors will review each invoice and, within 20 business days of its receipt, either approve it for payment and forward it to the appropriate department for timely processing, or return it to the COMPANY with a statement of reasons for its rejection. The final payment shall be due and payable to the COMPANY within thirty (30) days after the receipt of final certification from the Department of Revenue.

4. Relationship of Parties

In performing services pursuant to this Agreement, the COMPANY is performing solely in the capacity of an independent contractor and is not an employee or agent of the MUNICIPALITY. The COMPANY does not undertake by this Agreement, or otherwise, to perform any obligation of the MUNICIPALITY, whether regulatory or contractual, and the MUNICIPALITY shall not be bound under contract, subcontract, or other commitment made by the COMPANY without the express written consent of the MUNICIPALITY.

5. Prime Contractor Responsibility

The Assessors require single-point responsibility for the entire project. Subcontractors may be used, but the prime contractor must accept full responsibility for the subcontractors' performance. The COMPANY must identify all subcontractors, and the COMPANY must describe the type of contractual arrangement that will exist with all subcontractors. All subcontractors must be approved by the MUNICIPALITY, in writing, prior to their performing any of the services under this Agreement.

6. Assignment of Contract

The COMPANY shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the Assessors, provided, however, that claims for money due or to become due to the COMPANY from the MUNICIPALITY hereunder may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of any such assignment is furnished promptly to the Assessors. Any such assignment shall be expressly made subject to all defenses, set offs, or counter claims, which would have been available to the MUNICIPALITY against the COMPANY in the absence of such assignment.

7. Ownership and Confidentiality of Information

- A. All information acquired by the COMPANY from the MUNICIPALITY, or from others at the expense of the MUNICIPALITY, in the performance of the Agreement shall be and remain the property of the MUNICIPALITY. This includes all records, data files, computer records, work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the COMPANY in the performance of this Agreement.
- B. The COMPANY recognizes that in the performance of this Agreement, it may obtain or have access to confidential information including information subject to restrictions on its disclosure pursuant to Massachusetts General Laws, Chapter 59, Section 52B, and agrees to comply with all laws and any regulations, rules, and guidelines promulgated thereunder regarding access to, and disclosure of, such information.
- C. The COMPANY agrees that it will use this information only as required in the performance of the Agreement and will not, before or after the completion of this Agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Assessor. The COMPANY further agrees to return said information to the MUNICIPALITY promptly at its request in whatever form it is maintained by the COMPANY.

- D. The COMPANY agrees to take reasonable steps to ensure the confidentiality and security of the information in its possession or under its control.
- E. In the event of the COMPANY'S failure to conform to the requirements set forth in Paragraphs A through D above, the MUNICIPALITY may terminate this Agreement upon thirty (30) days written notice, unless within such thirty day period, the failure to conform is cured.

8. Indemnification

The COMPANY shall indemnify and hold harmless the MUNICIPALITY against any and all liability, loss, damages, cost, or expenses relating to personal injury or property damage which the MUNICIPALITY may sustain, incur, or be required to pay, arising out of or in connection with services performed under this Agreement, by reason of any negligent action or inaction or willful misconduct of the COMPANY, a person employed by the COMPANY, or any of its subcontractors, provided that:

- A. The COMPANY is notified of any claim within a reasonable time after the MUNICIPALITY becomes aware of it, and
- B. The COMPANY is afforded an opportunity to participate in the defense of such claim. In such event, the COMPANY shall have the right to approve any settlement negotiated.

9. Insurance Requirements

The COMPANY will maintain all insurance required by law for its employees, including disability, workers' compensation and unemployment, and public liability insurance at least as hereinafter set forth so as to protect it and the MUNICIPALITY from any and all claims for personal injury and property damage from the entire pendency of the project:

- A. The COMPANY shall provide Certificate(s) of insurance for Professional Liability, General Liability and Automobile Liability each with a minimum of \$1,000,000.00 with the MUNICIPALITY named as and additional insured on the General Liability insurance coverage and Worker's Compensation coverage per statute.

10. Termination of Contract

- A. Subject to the provisions of the Section entitled "Force Majeure", if the COMPANY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the COMPANY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the COMPANY, then the MUNICIPALITY shall thereupon have the right to terminate this Agreement by giving written notice to the COMPANY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

- B. Subject to the provisions of the Section entitled "Force Majeure", if the MUNICIPALITY shall fail to fulfill in a timely and satisfactory manner its obligations under this Agreement, or if the MUNICIPALITY shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of said failure or violation is received by the MUNICIPALITY, then the COMPANY shall thereupon have the right to terminate this Agreement by giving written notice to the MUNICIPALITY of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.
- C. In the event of termination, all finished deliverables and all deliverables in process and all other records, data files, computer records, work sheets, studies, documentation and materials, complete and incomplete, shall be delivered to the MUNICIPALITY within fifteen (15) calendar days after such termination. The COMPANY acknowledges that any failure or unreasonable delay on its part in the delivery of such materials to the MUNICIPALITY will cause irreparable injury to the MUNICIPALITY not adequately compensable in damages. The COMPANY accordingly agrees that the MUNICIPALITY may, in such event, seek and obtain injunctive relief as well as monetary damages. The COMPANY shall be entitled to receive just and equitable compensation for any work performed under this Agreement completed prior to the date of termination, which is determined by the MUNICIPALITY to be satisfactory.
- D. Notwithstanding the above, in the event of termination, the COMPANY shall not be relieved of liability by virtue of any breach of this Agreement by the COMPANY, and the MUNICIPALITY may withhold any payments to the COMPANY for the purpose of set-off until such time as the exact amount of damages due to the MUNICIPALITY from the COMPANY is determined.

11. Force Majeure

Neither party will be liable to the other or be deemed to be in breach under this Agreement for any failure to perform or delay in rendering performance due to causes beyond its reasonable control and without its fault and negligence. Such causes may include, but are not limited to, an order, injunction, judgment, or determination of any Court of the United States or of the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

It is agreed, however, that since the performance dates of this Agreement are important to the implementation of the entire program, continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the COMPANY, shall be deemed to render performance impossible, and the MUNICIPALITY shall thereafter have the right to terminate this Agreement, in accordance with the provisions of the section entitled "Termination" without termination costs, penalties, or other liability.

12. Conflict of Interest

- A. The COMPANY agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest and that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Agreement.
- B. No officer, member, or employee of the Commonwealth and no public official of the governing body of the locality or localities in which this Agreement shall be performed who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall:
 - 1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; or
 - 2. Have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.
- C. The COMPANY shall not contract with or employ an assessor, selectman, or executive or financial officer of the MUNICIPALITY to perform any of the services under this Agreement.

13. Effectiveness of Agreement

The effective date of this Agreement shall be the date upon which the Agreement is signed and executed by the COMPANY and the MUNICIPALITY.

14. Notices

Any notice required or permitted to be given to a party shall be sufficient if given in writing and sent by Certified Mail, addressed to the MUNICIPALITY as identified above and to the COMPANY as identified above.

15. Integration

All attachments referred to in this Agreement are deemed to be part of the Agreement.

16. Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by authorized representatives of both parties, and attached hereto.

17. Waivers

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Agreement shall be waived except by the written agreement of the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

18. Severability

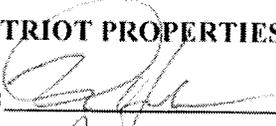
If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

19. Governing Law

The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure, Claims, Disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either Superior Court in Dedham or Dedham District Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

IN WITNESS WHEREOF, PATRIOT PROPERTIES, INC., and MEDFIELD, MASSACHUSETTS have caused this Agreement to be executed by their duly-authorized officers.

PATRIOT PROPERTIES, INC.

By: 

Title: President

Date: 11/29/18

TOWN OF MEDFIELD, MA

By: _____

Title: _____

Date: _____

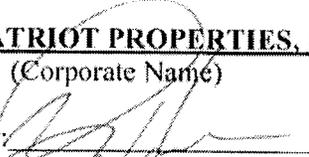
Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the penalties of perjury that Patriot Properties, Inc., to the best of my knowledge and belief, has filed all Massachusetts State tax returns and paid all Massachusetts State taxes required under law.

PATRIOT PROPERTIES, INC.

(Corporate Name)

04-2864004

(Fed: I.D. Number)

By: 

(Corporate Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2018

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 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 Farquhar & Black Insurance Agency, Inc. 85 Exchange Street - Suite 101 Lynn MA 01901-1475		CONTACT NAME: Greg Bates, CPCU PHONE (A/C, No, Ext): (781) 599-2200 FAX (A/C, No): (781) 581-3940 E-MAIL ADDRESS: greg@FandBInsurance.com PRODUCER CUSTOMER ID#: 00028426	
INSURED PATRIOT PROPERTIES INC 123 PLEASANT STREET MARBLEHEAD MA 01945		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. NAIC # 25658 INSURER B: Technology Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CI1822710802 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			16802531A207END	3/9/2018	3/9/2019	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS			BA6A7798796-18	05/21/2018	05/21/2019	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			CUP-38447429-13-42	3/9/2018	3/9/2019	\$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	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	Y/N	N/A	TWC3597599	12/12/2018	12/12/2019	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Insurance

CERTIFICATE HOLDER Town of Medfield 459 Main St. Medfield, MA 02052	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gregory Bates/GBATES
---	--

<input checked="" type="checkbox"/> ASSENT AND WAIVER OF NOTICE <input type="checkbox"/> RENUNCIATION <input checked="" type="checkbox"/> NOMINATION <input checked="" type="checkbox"/> WAIVER OF SURETIES	Docket No. NO18P1935EA	Commonwealth of Massachusetts The Trial Court Probate and Family Court
	Estate of Carol M. Stockman Case Name	Norfolk Division

As a person interested in the above-captioned case: (Check all that apply.)

SECTION I. ASSENT AND WAIVER OF NOTICE

I hereby assent to the _____ Petition for Formal Probate of Will and Appointment of Personal Representative
Name of Pleading
 filed with the Court and I waive my right to any statutory notice related to that specific pleading. I request that the relief requested in that pleading be allowed.

FOR ESTATE AND ADMINISTRATION CASES ONLY:

SECTION II. RENUNCIATION/NOMINATION (Select **ONE** of the appropriate boxes below.)

(A) I renounce my right to appointment as Personal Representative and my right to nominate, if any.

(B) I renounce my right to appointment as Personal Representative and nominate:

Name: _____ M.I. _____ to serve in my place.
First Name Last Name

(C) I assent to the nomination of:

Name: Jacqueline S. Smith to serve as Personal Representative with
First Name M.I. Last Name
 me or to apply for appointment.

SECTION III. WAIVER OF SURETIES

I assent to the Personal Representative(s) serving without sureties on the bond.

SIGNED UNDER THE PENALTIES OF PERJURY

I certify under the penalties of perjury that the foregoing statements are true to the best of my knowledge and belief.

Date: _____

Signature of Interested Person

Town of Medfield (please print name and title below signature)
(Print name)

459 Main St.
(Address)

(Apt, Unit, No. etc.)

Medfield
(City/Town)

MA
(State)

02052
(Zip)

Primary Phone #: _____

TOWN ACCEPTANCE

The Town of Medfield, acting by and through its Board of Selectmen in the exercise of the authority granted them by the voters at the Special Town Meeting held on October 29, 2018 by their approval of Article 3, an attested copy of Warrant Article 3 and the motion and vote thereon to be recorded at Norfolk County Registry of Deeds herewith, hereby accepts the conveyance of land contained in the foregoing instrument: Quitclaim Deed executed November 23, 2018.

SO-VOTED this ____ day of December 2018.

Town of Medfield Board of Selectmen

Michael T. Marcucci, Chairman

Gustave Murby, Clerk

Osler L. Peterson, Member

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss:

December ____, 2018

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

Notary Public

My commission expires: _____

QUITCLAIM DEED

We, **WENDY L. LYNCH** of Hyannis, Massachusetts, **WILLIAM E. SHERMAN** of Hyannis, Massachusetts and **JACQUELINE S. SMITH, INDIVIDUALLY** and as **PERSONAL REPRESENTATIVE** of the **ESTATE OF CAROL M. STOCKMAN, Norfolk Probate Docket NO18P1395EA**, of Wrentham, Massachusetts, in full consideration of less than One Hundred (\$100.00) Dollars, grant to the **TOWN OF MEDFIELD**, a municipal corporation with administrative offices located in Town House, 459 Main Street, Medfield, MA 02052 for conservation purposes including open space and passive recreation,

with **QUITCLAIM COVENANTS:**

A certain parcel of land situated in Medfield, Norfolk County, Massachusetts, bounded and described as follows:

Said parcel is shown as lot B on a plan drawn by C.B. Humphrey, Engineer for Court, dated February 7, 1946, No. 383C, and filed in Norfolk Registry District with Certificate No. 32342, Book 162.

There is excepted and excluded from the operation of this Certificate so much of the above described land as is included within the limits of the following:

Lot B1 shown on plan filed with Certificate No. 33464;

Lot numbered 1 shown on plan filed with Certificate No. 54909; and

Lot numbered 2 shown on plan filed with Certificate No. 59957.

For Grantor's Title see Norfolk County Registry of Deeds Certificate of Title No. 122183 and the Estate of CAROL M. STOCKMAN, Norfolk Probate No. NO18P1395EA.

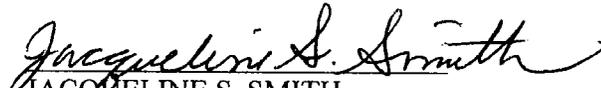
The grantors do hereby certify and affirm under the pains and penalties of perjury that Carol M. Stockman was not married at the time of her death and that there are no other persons entitled to homestead rights in the above described premises as this is vacant land.

Witness Our Hands and Seal this 23 day of November, 2018.


WENDY L. LYNCH


WILLIAM E. SHERMAN

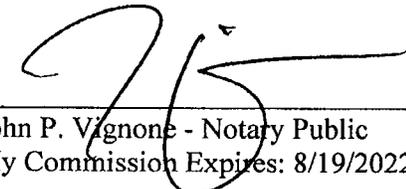
Witness My Hand and Seal this 27th day of November, 2018.

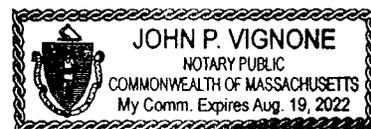

JACQUELINE S. SMITH
Individually and as
Personal Representative of the
Estate of CAROL M. STOCKMAN

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 27th day of November, 2018, before me, the undersigned notary public, personally appeared JACQUELINE S. SMITH, proved to me through satisfactory evidence of identification, which were: *Driver's License or other state or federal governmental document bearing a photographic image*, *Oath or Affirmation of a credible witness known to me who knows the above signatory*, or *My Own personal knowledge of the identity of the signatory* to be the person whose name is signed on the preceding or attached document and acknowledged to me that she signed it voluntarily for its stated purpose.


John P. Vignone - Notary Public
My Commission Expires: 8/19/2022





TOWN OF MEDFIELD

Office of

TOWN CLERK

Carol A. Mayer, CMMC

459 Main St

Medfield, Massachusetts 02052

(508)-906-3024

Fax: (508) 359-6182

Email: cmayer@medfield.net

This is to certify that the Special Town Meeting of the Town of Medfield was held at the Amos Clark Kingsbury High School in Medfield on October 29, 2018. The meeting was duly called and held pursuant to warrant therefore issued by the Selectmen on October 2, 2018 and duly served in accordance with town bylaws, at which meeting a quorum was present and voting. Meeting was called to order at 7:30 pm and dissolved at 10:05 pm. The following action was taken with respect to Article 3 of the warrant at the October 29th session. The article reads as follows:

Article 3. To see if the Town will vote to authorize the Board of Selectmen to accept a gift of land from the Estate of Carol M. Stockman, consisting of an unimproved parcel of land containing approximately 11.8 acres located on the southerly side of Bridge Street and shown on Medfield Assessors Map 41 as Parcel 14, title references: Norfolk County Registry District, Certificate of Title No. 122183 and Norfolk Probate Court Docket No. 18P1395EA, for conservation purposes, or do or act anything in relation thereto.

(Town Counsel)

VOTED: That Article 3 be approved as set out in the Warrant **MOTION CARRIES**
(10/29/2018)

A TRUE COPY ATTEST:

Carol A. Mayer

TOWN CLERK OF MEDFIELD, MA

On Completing the Contractor Authorized Signatory List (CASL) Document:

The person signing the contract must be authorized by the entity receiving the grant to sign contracts. The CASL document is the form used for this authorization.

This form must be completed by MEMA sub-recipients (the "Contractor") in order to process your contract.

The Contractor (i.e., the entity receiving this grant - Municipality, Tribe, etc) must provide a listing of individual(s) who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

The person signing the contract must be listed in the table on page 1 of the CASL.

The individual who authorizes the above-referenced individual(s) must be either a Mayor, Town Manager, President, CEO, CFO, Corporate Clerk, or Legal Counsel for the entity receiving the contract. This authorizing individual would provide their: signature, date, and requested contact information on page 1 of the CASL

The authorizing individual – unless they are the Mayor, Town Manager, President, CEO, CFO, Corporate Clerk, or Legal Counsel - cannot authorize himself/herself to sign the contract.

MEMA must have the signed, original CASL in order to process contracts.



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title:

Telephone:

Fax:

Email:

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

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

Department of Transportation
Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazardous Materials Grants

Grant and Cooperative Agreement
Terms and Conditions

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1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Program Authorizing Official (PAO)** – The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
- c) **Agreement Officer (AO)** – The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
- d) **Grant Specialist (GS)** – The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Recipient Authorized Grantee Official** – The individual with the Recipient organization who has authority to legally and financially bind the organization. It is the Recipient’s responsibility to follow their agency’s policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
- f) **Recipient Project Director** – The individual designated by the recipient who is responsible for the technical direction of the program or project.

2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

3. Compliance with Award Terms and Conditions

Submission of a signed Request for Reimbursement (payment request) form constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

6. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450– "Lobbying," within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this award.

7. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964"

49 CFR 21 is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <https://www.phmsa.dot.gov/about-phmsa/civil-rights/grant-recipient-information>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

8. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

2 CFR 1200 “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

9. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with **49 CFR 32**, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

10. eInvoicing (PHMSA June 2018)

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

a) Recipients’ Requirements:

Recipients must:

- i. have internet access to register and submit payment requests through the Delphi eInvoicing system.
- ii. submit payment requests electronically, and receive payment electronically.

b) System User Requirements:

- i. Contact the assigned grant specialist directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- ii. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

Via FedEx or UPS:

DOT Enterprise Services Center
MMAC-FAA/ESC/AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

c) Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

11. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of "Request for Advance or Reimbursement" (Standard Form SF-270).

a) Method of payment

- i)** The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- ii)** If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
 - i)** Accept payment by check or some other mutually agreeable method of payment; or
 - ii)** Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

b) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>

c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make

AGREEMENT HMHMP0543160100
Modification #0002
ATTACHMENT 1

payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

- f) Liability for uncompleted or erroneous transfers.
 - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
 - i) Making a correct payment;
 - ii) Paying any prompt payment penalty due; and
 - iii) Recovering any erroneously directed funds.
 - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
 - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

12. Adherence to Original Project Objectives and Budget Estimates

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the Program Authorizing Official or delegate.*
- b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

13. Prior Approvals

- a) The following expenditures require the PAO's advance written approval:
 - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
 - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

14. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
 - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small

- minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
- iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

15. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

16. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
 - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
 - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

17. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 2 CFR 200.315 - "Intangible Property."

18. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

19. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, the PAO may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

20. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:
DOT Inspector General Hotline
1200 New Jersey Ave SE
West Bldg 7th Floor
Washington, DC 20590
Email: hotline@oig.dot.gov
Web: <http://www.oig.dot.gov/Hotline>

21. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)

a) **Definitions.** As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following:

- i) Salary and bonus.
- ii) Awards of stock, stock options, and stock appreciation rights.
- iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v) Above-market earnings on deferred compensation which is not tax-qualified.
- vi) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b) **System for Award Management (SAM).** As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>

c) **Notification to Sub-Awardees.** Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

d) **Reporting of First-Tier Sub-Awards.** By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsr.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsr.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.

- i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee’s parent company, if the sub-awardee has a parent company.

- ii) Name of the sub-awardee.
- iii) Amount of the sub-award.
- iv) Date of the sub-award.
- v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
- vi) Sub-award number (assigned by the Awardee).
- vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
- viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
- ix) The prime award number (assigned by PHMSA)
- x) Awarding agency name. (PHMSA)
- xi) Funding agency name. (PHMSA)
- xii) Government awarding office code. (56)
- xiii) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.
- xiv) The applicable North American Industry Classification System (NAICS) code.

e) Reporting Executive Compensation of Awardee. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

f) Reporting Executive Compensation of Sub-Awardees. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fdrs.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

22. 811, Call Before You Dig Program (PHMSA June 2014)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at www.phmsa.dot.gov.

23. Access to Electronic and Information Technology (PHMSA DEC 2013)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

24. Combating Trafficking in Persons (PHMSA JULY 2016)

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:
 - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
 - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
 - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 - v) Providing or arranging housing that fails to meet the host country housing and safety standards.

25. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements

or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

26. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

27. Reporting

- a) *Mid-year Federal Financial Report (FFR) (SF-425)* – The mid-year FFR provides an update on the status of funds for the first half of the performance period. This report is cumulative. The mid-year FFR is due no later than 5pm Eastern Standard Time (EST), April 30th of the performance year.
- b) *Mid-Year Performance Report* – The mid-year performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the first half of the performance period. The mid-year

performance report is due no later than 5pm Eastern Standard Time (EST), April 30th of the performance year.

- c) *End of year financial report* – The end of year FFR closes-out the financial reporting for the performance period. An end of year FFR is due no later than 5pm Eastern Standard Time (EST), December 30th, 90 days after the end of the performance period.
- d) *End of year performance report* – The final performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the entire performance period. The end of year performance report is due no is due no later than 5pm Eastern Standard Time (EST), December 30th, 90 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than 30 days before the end of the reporting period. The request must include the reason for the request and the requested due date.

(End of provision)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: (and d/b/a): MEDFIELD, Town of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency	
Legal Address: (W-9, W-4,T&C):		MMARS Department Code:	
Contract Manager: William Carrico		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702-5399	
E-Mail: wcarrico@medfield.net		Billing Address (if different): same	
Phone:	Fax:	Contract Manager: Jeff Timperi	
Contractor Vendor Code: VC6000191876		E-Mail: jeff.timperi@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD __		Phone: 508.820.2019	
(Note: The Address Id must be set up for EFT payments.)		Fax: 508.820.2030	
<u>X</u> NEW CONTRACT		CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ _____. (or "no change")	
<input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)		AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)	
<input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)		<input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)	
<input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)		<input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
<input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget)		<input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)	
<input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.			
<input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)			
<input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ 1,150.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
Funding for this grant is provided via a 2018-2019 U.S. DOT Hazardous Materials Emergency Preparedness (HMEP) Grant, CFDA #20.703. By signing below, the Subrecipient will perform activities as stated in their approved 2018-2019 HMEP application and in accordance with the attached U.S. DOT Terms and Conditions and MEMA-PMO Special Terms and Conditions.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:			
<input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date .			
<input type="checkbox"/> 2. may be incurred as of ____, 20 __, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date .			
<input type="checkbox"/> 3. were incurred as of ____, 20 __, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR:		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: <u>David Mahr</u>	
Print Title: _____		Print Title: <u>Chief Administrative Officer</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

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

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

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

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

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

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

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

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

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

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

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

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

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

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

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

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

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

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

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

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

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

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

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

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

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

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

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatories.

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

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

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

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

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

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance and contributions](#); [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151 and 455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the [Public Accommodations Law](#) [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); [Chapter 149, Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

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Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

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

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

EXECUTIVE ORDERS

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

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

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

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

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts

Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Special Terms, Conditions, and Reporting Requirements for EMPG, CCP, and HMEP Sub-Recipients

Parties

The "Contractor" or "Sub-recipient" is an eligible public or private not-for-profit entity that has submitted an application for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

Agreement

The Sub-recipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the attached application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Sub-recipient for all allowable costs incurred and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Emergency Management Performance Grant (EMPG) and Citizen Corps Program (CCP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Homeland Security-Federal Emergency Management Agency (DHS/FEMA) and the Massachusetts Emergency Management Agency (MEMA) regarding use of the U.S. DHS-FEMA federal homeland security funding.
2. **Hazardous Material Emergency Preparedness (HMEP) sub-recipients** agree to adhere to all policies and guidance documents set by the U.S. Department of Transportation – Pipeline and Hazardous Materials Safety Administration (DOT/PHMSA) and MEMA regarding use of the U.S. DOT-PHMSA funding.
3. Any substantive adjustment to a sub-recipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. Work or expenditures made outside an approved scope of work or budget may not be reimbursed.
4. Sub-recipients agree to be compliant with the National Incident Management System (NIMS).
5. Sub-recipients agree to comply with the following:
 - **2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**
 - **815 CMR 2.00: State Grants, Federal Grant Awards, Federal Subgrants, and Federal Subsidies**
6. **Federal Funding Accounting and Transparency Act (FFATA).** FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package for all contracts in excess of \$25,000.
7. **2 CFR 200 Subpart F Audit Reports, Subpart F Form.** (Replaces former A-133 Requirements). Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Sub-recipient agrees to submit a copy of any Subpart F audits reports as required by Subpart F. Sub-recipient further agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-contractor acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments. Sub-recipient agrees to abide by OMB regulations and to submit the attached Subpart F acknowledgement form as part of this contract package.
8. **Sub-recipient Risk Assessment and Monitoring.** (Replaces former A-133 Monitoring Form). Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk

Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

9. **Internal Controls.** Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

10. **Procurement.** Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or repayments (See Sub-recipient Non-compliance).
11. **Procurement Contract provisions.** Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II and attached hereto.
12. **Disclosures.** Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.
13. Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effecting the federal award.
14. Sub-recipients understand and agree that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of U.S. DHS FEMA and/or U.S. DOT PHMSA.
15. **Press.** Sub-recipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
16. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by sub-recipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
17. **Application of Special Conditions to Sub-Recipient Grantees:** If a sub-recipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable DHS/FEMA, U.S. DOT, and MEMA special conditions.
18. **Reporting.** Sub-recipients agree to submit timely and accurate Close-Out and Match Reports as needed and directed. Failure to comply with this condition may result in the withholding of sub-recipient funds until the delinquent report is received.
19. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the market place. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
20. **Copyright/Licenses.** The sub-recipient acknowledges that MEMA, DHS, and DOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal or state purposes: (1) the copyright in any work developed under an award or sub-award; and (2) and rights of copyright to which a sub-recipient or sub-grantee purchases ownership with Federal support.
21. **Acknowledgement in Published Materials.** **EMPG and CCP sub-recipients agree** that any publication (e.g., written, visual, or sound) it or its contractors issue describing programs or projects funded in whole or in part with federal funds, contain the following statement:

"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

22. **Acknowledgement in Published Materials.** HMEP sub-recipients agree that any publication (e.g., written, visual, or sound) it or its contractors issue describing programs or projects funded in whole or in part with federal funds, contain the following statement:

"This document was prepared under a grant from U.S. DOT PHMSA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. DOT PHMSA."
23. **Disposal and sale of equipment purchased via federal grant funds.** Any proposed sale and/or disposal must adhere to current MEMA policy.
24. **User Fees.** Any proposed 'user fees' related to equipment, items, services, etc. acquired via DHS funding must be pre-approved by MEMA.
25. **Environmental Planning and Historic Preservation (EHP).** EMPG and CCP sub-recipients shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, which is done through MEMA.
26. **Equipment acquired with grant funds.** MEMA requires that equipment acquired with federal grant funds be tracked and tagged per current MEMA policy.
27. **Reporting of violations (fraud, waste, and abuse).** It is the responsibility of all grant sub-recipients and their respective agency personnel, grantees, and contractors under grants, to report to MEMA any alleged violations, serious irregularities, sensitive issues, or overt or covert acts that would use public funds or perform program or administrative requirements in a manner not consistent with grantor agency statutes, related laws and regulations, appropriate guidelines, or purposes or objectives of the grant.
28. **Internet Access.** Sub-recipients must have Internet access.
29. **Email addresses.** Sub-recipient project directors of grant programs must have individual email addresses.
30. **Sub-recipient Non-compliance.** Contractor, as sub-recipient, is subject to the federal and state regulations and related requirements set forth herein. Contractor non-compliance may result in an audit finding and subsequent repayment of funds to the Federal Government. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor as sub-recipient, or any of its contractors, regardless of previous approval by either FEMA or MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
31. **Monitoring.** Sub-recipients agree to cooperate with MEMA monitoring and site visits.
32. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
33. **Certifications (200.415).** To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative

penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

34. **Prior to acceptance of these terms and conditions**, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.
35. **The Contractor certifies** that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the subrecipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

**PROPOSAL to the TOWN OF MEDFIELD
4th Annual Hunter's Run 5K and 1 mile Fun Run
April 7, 2019**

I am seeking for approval to hold the 4th Annual Hunter's Run to be April 7, 2019. This event has grown from year to year. Last year we had 350 runners. We hope next year will be similar or greater. We have had great success the past three years of holding a fun event in the Spring while bringing Organ Donation Awareness to our community. With the funds raised we have been able to give back to local charities as well as Boston Children's Hospital Pediatric Transplant Center, Donate Life and NEADS!

I do have help in organizing the event through my work, friends, and the countless number of kind people I know around town who have offered to help. I also have approval from Chief John Wilhelmi of the Medfield Police. I am a Health Coach, so getting our community moving more is also a desire of mine. Plus, I feel the time of the year is great, hopefully the snow will be melted and it will be a fun way to get people outdoors.

PROPOSED ROUTE INFORMATION

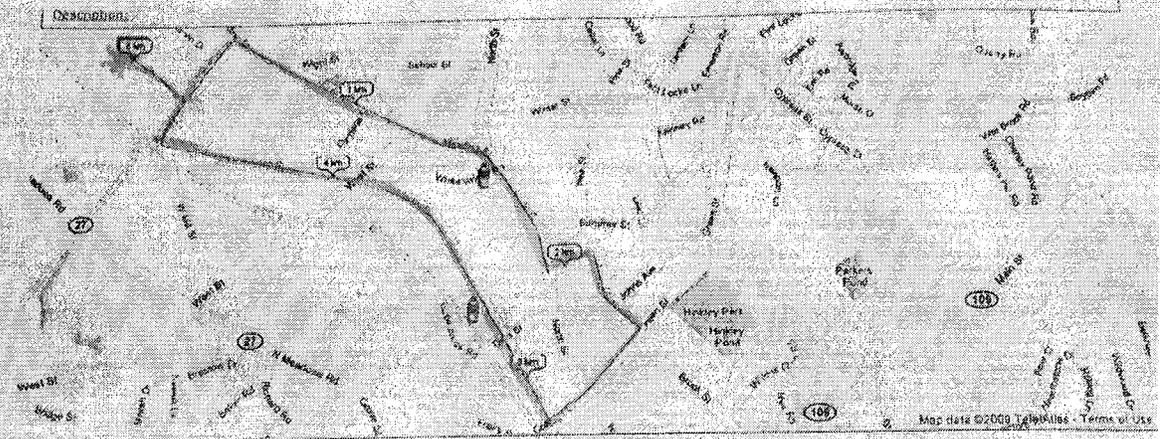
I am an employee at Kingsbury Club. They have a certified 5K route that begins and ends at the end of Ice House Road. I propose to use this route as well as the facility for restrooms, and parking. I have permission to use the Kingsbury Club for the event. The course is as follows, a certified 5K:

RECEIVED

DEC 06 2018

MEDFIELD SELECTMEN

Kingsbury Classic 5K Route

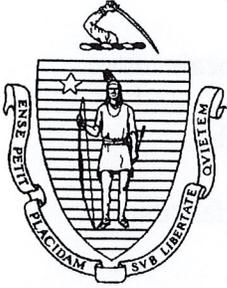


- Left out of driveway onto West Mill Street
- Right onto Harding Street (turns into North Street)
- Left onto Lowell Mason Road to end
- Right onto Green Street
- Cross North Street onto Cottage Street
- Right onto Adams Street, through stop sign
- Right onto West Mill Street
- Finish at Kingsbury Club on left

Thank you for considering my event. Please contact me via phone or via email, my information is as follows:

Kristen Williams
29 Evergreen Way
Health Coach, Kingsbury Club
MS Health & Wellness Promotion
508.314.8795
swierky43@comcast.net

INFORMATIONAL



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH
OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
WORCESTER, MA 01608

- Distributed: December 6, 2018
- Board of Selectmen/Town Administration
- Warrant Committee
- Town Counsel
- Building Commissioner

(508) 792-7600
(508) 795-1991 fax
www.mass.gov/ago

Notice of Planning Board Hearing

**Relative to Proposed Zoning By-Law Amendments
Pursuant to M.G.L. c. 40A, § 5**

The Planning Board of the Town of MEDFIELD will hold a public hearing to discuss proposed amendments to the town's zoning by-laws. The public hearing will be held as follows:

Place: Town Hall, 2nd Floor, Chenery Room

Date: Monday, January 7, 2019

Time: 8:05 pm

RECEIVED
 TOWN OF MEDFIELD, MASS
 2018 NOV 14 P 12 45
 OFFICE OF THE
 TOWN CLERK

The subject matter of the proposed amendments is/are as indicated below (*attach additional sheets if necessary*). The complete text and maps relative to the proposed amendments are available for inspection during regular business hours at the following place(s):¹

- Place:** Planning Department, Town Hall, 459 Main St., Medfield, MA
- Place:** Town Clerk, Town Hall, 459 Main St., Medfield, MA
- Place:** Medfield Public Library, 468 Main St., Medfield, MA
- Place:** www.medfield.net > Planning Board > Proposed Zoning Bylaw Amendments (Contact Sarah Raposa, Town Planner, with any questions or comments: sraposa@medfield.net or (508) 906-3027)

Article Number ###	Subject Matter of Proposed Amendments Sufficient for Identification
--------------------	---

Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Monday, January 7, 2019, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

Article ##. To see if the Town will vote to amend the Code of the Town of Medfield Chapter 300 Zoning, Article 14 Administration and Enforcement Section 300-14.10 Special Permits by Board of Appeals by deleting Subsection E and its Sub-subsections (1) through (10) in their entirety and replacing them, as follows:

¹ Note: The above information is *strictly required* by M.G.L. c. 40A, § 5.

E. After the public hearing required by Subsection C has been concluded, the Board of Appeals may grant a special permit if it concludes that a special permit is warranted by the application and the evidence produced at the public hearing and if it makes the following specific findings of fact:

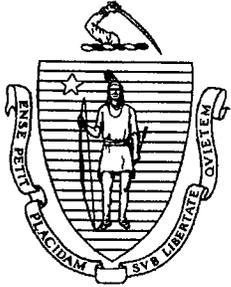
- (1) Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing.
- (2) Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood.
- (3) Drainage, utilities and other infrastructure are adequate or will be upgraded to accommodate development.
- (4) The proposed use will not have any significant adverse effect upon properties in the neighborhood, including property values.
- (5) Project will not adversely affect or cause substantial damage to any environmentally significant natural resource, habitat, or feature or, if it will, proposed mitigation, remediation, replication, or compensatory measures are adequate.
- (6) Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates.
- (7) Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive.
- (8) The proposed use will not create any hazard to public safety or health in the neighborhood.
- (9) If public sewerage is not provided, plans for on-site sewage disposal systems are adequate and have been approved by the Board of Health.

or do or act anything in relation thereto.

ALL INTERESTED PERSONS SHOULD ATTEND THE PUBLIC HEARING. A COPY OF THE ENTIRE PROPOSAL IS ON FILE WITH THE TOWN CLERK AND PLANNING DEPARTMENT, AND MAY BE INSPECTED DURING REGULAR BUSINESS HOURS.

GEORGE N. LESTER, CHAIR
MEDFIELD PLANNING BOARD

MEDFIELD PRESS
December 14, 2018
December 21, 2018



MARTHA COAKLEY
ATTORNEY GENERAL

THE COMMONWEALTH OFFICE OF THE ATTORNEY GENERAL

CENTRAL MASSACHUSETTS DIVISION
10 MECHANIC STREET, SUITE 301
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Notice of Planning Board Hearing

Relative to Proposed Zoning By-Law Amendments Pursuant to M.G.L. c. 40A, § 5

The Planning Board of the Town of MEDFIELD will hold a public hearing to discuss proposed amendments to the town's zoning by-laws. The public hearing will be held as follows:

Place: Town Hall, 2nd Floor, Chenery Room

Date: Monday, January 7, 2019

Time: 8:05 pm

RECEIVED
TOWN OF MEDFIELD, MASS
DEC - 5 PM 2:06
OFFICE OF THE
TOWN CLERK

The subject matter of the proposed amendments is/are as indicated below (*attach additional sheets if necessary*). The complete text and maps relative to the proposed amendments are available for inspection during regular business hours at the following place(s):¹

Place: Planning Department, Town Hall, 459 Main St., Medfield, MA

Place: Town Clerk, Town Hall, 459 Main St., Medfield, MA

Place: Medfield Public Library, 468 Main St., Medfield, MA

Place: www.medfield.net > Planning Board > Proposed Zoning Bylaw Amendments (Contact Sarah Raposa, Town Planner, with any questions or comments: sraposa@medfield.net or (508) 906-3027)

Article Number ###	Subject Matter of Proposed Amendments Sufficient for Identification
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Pursuant to the provisions of MGL ch. 40A §5, the Medfield Planning Board will hold a public hearing at 8:05 p.m. on Monday, January 7, 2019, at the Medfield Town House, 459 Main Street, for the purpose of accepting public comments on the following proposed amendments to the Town of Medfield Zoning By-laws:

Article ##. To see if the Town will vote to amend the Code of the Town of Medfield Chapter 300 Zoning, Article 14 Administration and Enforcement Section 300-14.16 Inclusionary Zoning Bylaw by adding the new language shown in **bold** as follows:

¹ Note: The above information is *strictly required* by M.G.L. c. 40A, § 5.

300-14.16.A. Applicability.

(1) In all zoning districts, the inclusionary zoning provisions of this section shall apply to the following uses:

(a) Any project requiring a special permit under Chapter 300, Zoning, Attachment 1, Table of Use Regulations, Section 1.4, **or Site Plan Approval under Chapter 300, Zoning, Attachment 1, Table of Use Regulations, Section 1.4.a** that results in a net increase of six or more dwelling units, as measured over a 10-year time period, whether by new construction or by the alteration, expansion, reconstruction, or change of existing residential or non-residential space.

or do or act anything in relation thereto.

ALL INTERESTED PERSONS SHOULD ATTEND THE PUBLIC HEARING. A COPY OF THE ENTIRE PROPOSAL IS ON FILE WITH THE TOWN CLERK AND PLANNING DEPARTMENT, AND MAY BE INSPECTED DURING REGULAR BUSINESS HOURS.

GEORGE N. LESTER, CHAIR
MEDFIELD PLANNING BOARD

MEDFIELD PRESS

December 14, 2018

December 21, 2018

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

and the Medfield Wetlands Bylaw - Chapter 290

Provided by MassDEP:

MassDEP File #:214-0666

eDEP Transaction #:1067023

City/Town:MEDFIELD

A. General Information

- 1. Conservation Commission MEDFIELD
- 2. Issuance a. OOC b. Amended OOC
- 3. Applicant Details
 - a. First Name MARIO b. Last Name IPPOLITI
 - c. Organization MARIOS LAWN CARE
 - d. Mailing Address 4 LOWELL MASON ROAD
 - e. City/Town MEDFIELD f. State MA g. Zip Code 02052
- 4. Property Owner
 - a. First Name SETH b. Last Name GELSTHORPE
 - c. Organization
 - d. Mailing Address 193 SOUTH STREET
 - e. City/Town MEDFIELD f. State MA g. Zip Code
- 5. Project Location
 - a. Street Address 193 SOUTH STREET
 - b. City/Town MEDFIELD c. Zip Code 02052
 - d. Assessors 28 e. Parcel/Lot# 036
 - Map/Plat#
 - f. Latitude 42.17239N g. Longitude 71.29985W
- 6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
NORFOLK		23210	181
- 7. Dates

a. Date NOI Filed : 10/18/2018	b. Date Public Hearing Closed: 11/1/2018	c. Date Of Issuance: 11/29/2018
--------------------------------	--	---------------------------------

8. Final Approved Plans and Other Documents

a. Plan Title:	b. Plan Prepared by:	c. Plan Signed/Stamped by:	d. Revised Final Date:	e. Scale:
PLAN TO ACCOMPANY NOTICE OF INTENT 193 SOUTH STREET MEDFIELD, MA 02052	O'DRISCOLL LAND SURVEYING CO.	DANIEL A. O'DRISCOLL, #39050	October 15, 2018	1"=20'

B. Findings

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

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

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eDEP Transaction #:1067023

City/Town: MEDFIELD

Check all that apply:

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

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

Approved subject to:

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

Denied because:

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

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

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

38
a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

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

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

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City/Town: MEDFIELD

8. <input type="checkbox"/> Isolated Land Subject to Flooding	e. cubic feet	f. cubic feet	g. cubic feet	h. cubic feet
Cubic Feet Flood Storage	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	a. square feet	b. square feet		
9. <input type="checkbox"/> Riverfront Area	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
Sq ft within 100 ft	<u> </u>	<u> </u>		
	a. total sq. feet	b. total sq. feet		
Sq ft between 100-200 ft	c. square feet	d. square feet	e. square feet	f. square feet
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

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

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

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eDEP Transaction #:1067023

City/Town: MEDFIELD

21. Land Subject to Coastal Storm Flowage

c. c/y dredged d. c/y dredged

a. square feet b. square feet

22.

Restoration/Enhancement (For Approvals Only)

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

a. square feet of BVW

b. square feet of Salt Marsh

23.

Streams Crossing(s)

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

a. number of new stream crossings

b. number of replacement stream crossings

C. General Conditions Under Massachusetts Wetlands Protection Act

The following conditions are only applicable to Approved projects

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

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land, the Final Order shall also be noted on the Land Court Certificate of Title of the owner of the land upon which the proposed work is done. The recording information shall be submitted to the Conservation Commission on the form at the end of this Order, which form must be stamped by the Registry of Deeds, prior to the commencement of work..

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

" Massachusetts Department of Environmental Protection"

[or 'MassDEP']

File Number : "214-0666"

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

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) is not (2) subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;
- a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.
- b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been

Massachusetts Department of Environmental Protection

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WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

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removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all construction period sediment trapped in inlet and outlet control structures; *ii.* as-built final construction BMP plans are included, signed and stamped by a Registered Professional Engineer, certifying the site is fully stabilized; *iii.* any illicit discharges to the stormwater management system have been removed, as per the requirements of Stormwater Standard 10; *iv.* all post-construction stormwater BMPs are installed in accordance with the plans (including all planting plans) approved by the issuing authority, and have been inspected to ensure that they are not damaged and that they are in proper working condition; *v.* any vegetation associated with post-construction BMPs is suitably established to withstand erosion.

- c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: *i.*) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and *ii.*) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.
- d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.
- e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.
- f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.
- g) The responsible party shall:
 - 1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
 - 2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
 - 3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

**Massachusetts Department of Environmental
Protection**

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

MassDEP File #:214-0666

eDEP Transaction #:1067023

City/Town:MEDFIELD

- h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.
- i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.
- j) The stormwater management system approved in the Order of Conditions shall not be changed without the prior written approval of the issuing authority.
- k) Areas designated as qualifying pervious areas for the purpose of the Low Impact Site Design Credit (as defined in the MassDEP Stormwater Handbook, Volume 3, Chapter 1, Low Impact Development Site Design Credits) shall not be altered without the prior written approval of the issuing authority.
- l) Access for maintenance, repair, and/or replacement of BMPs shall not be withheld. Any fencing constructed around stormwater BMPs shall include access gates and shall be at least six inches above grade to allow for wildlife passage.

Special Conditions:

SEE ATTACHED.

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

MassDEP File #:214-0666

eDEP Transaction #:1067023

City/Town:MEDFIELD

D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

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

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

1. Municipal Ordinance or Bylaw _____

2. Citation _____

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

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

1. Municipal Ordinance or Bylaw WETLANDS

2. Citation 290

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

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

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 5 - Order of Conditions
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

Provided by MassDEP:
MassDEP File #:214-0666
eDEP Transaction #:1067023
City/Town:MEDFIELD

E. Signatures

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

11/29/2018
1. Date of Original Order

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

5
2. Number of Signers

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

Signatures:

Ralph A. Fargnoli
Robert C. Gifford
Michael Perloff

Pat Manning
Maryna Cudde

by hand delivery on

by certified mail, return receipt requested, on

Date November 29, 2018

Date

F. Appeals

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

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

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

Massachusetts Department of Environmental Protection

Bureau of Resource Protection - Wetlands

WPA Form 5 - Order of Conditions

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

Provided by MassDEP:

MassDEP File #:214-0666

eDEP Transaction #:1067023

City/Town:MEDFIELD

G. Recording Information

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

MEDFIELD

Conservation Commission

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

To:

MEDFIELD

Conservation Commission

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

193 SOUTH STREET

Project Location

214-0666

MassDEP File Number

Has been recorded at the Registry of Deeds of:

County

Book

Page

for:

Property Owner SETH GELSTHORPE

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

Book

Page

In accordance with the Order of Conditions issued on:

Date

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

Instrument Number

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

Document Number

Signature of Applicant

Rev. 4/1/2010

DEP File No. 214-0666

**ORDER OF CONDITIONS
with Findings of Facts**

Applicant: Mario Ippoliti
Owner: Same
Location of Land: **193 South Street, Medfield, MA 02052**
Assessor Map 28, Parcel 036

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

GENERAL CONDITIONS OF THE COMMISSION

19. This Order of Conditions (Order) applies to the applicant, the owner of the lot described in the Notice of Intent (Land), and the successors and assigns of each. Accordingly, applicant means the applicant, the owner, and the agents, successors, and assigns of each.
20. The work authorized hereunder shall be completed within one year from the date of issue. This Order may be extended by the issuing authority for one or more periods of one year intervals upon written request at least 30 days prior to the expiration date of the Order. [Bylaw]
21. Before altering any part of the Land, the applicant shall provide the Commission, in writing, with the name, work and home address, and work and home telephone number of each person responsible for supervising the project and complying with this Order; notify the Commission in writing of the date work will begin at least seven (7) days before it will begin; if the Commission so requests, meet on the site with the Commission, the project supervisor identified above, and other persons the Commission specifies to review the project and this Order, including siltation controls; and explain the requirements of this Order to the developer or contractor responsible for carrying out the project so that he understands them.

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

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

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

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

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

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

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

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

approves measures to correct the violation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINDINGS OF FACTS AND SPECIAL CONDITIONS

I. FINDINGS OF FACTS:

The proposed project approved under this Order of Conditions (Order) is the construction of an addition, garage, installation of a sewer line and repaving the driveway to an existing single-family house. The work is 38-feet from the edge of wetlands. All work is at 193 South Street, Medfield, MA, Assessor Map 28, Parcel 036.

The Notice of Intent was received on October 18, 2018. The site plan is dated October 15, 2018. Notice of the public hearing was published in the Medfield Press on October 26, 2018. The public hearing was held on November 1, 2018. The public hearing was closed on November 1, 2018. No one was in attendance to speak for or against the proposed project.

The applicants' proposal is within the 100-foot buffer zone of a Bordering Vegetated Wetlands. Small portions of the deck, addition and driveway are within the 50-foot No-Disturb Resource Area under the Medfield Wetlands Bylaw.

The Commission finds that the work is significant to the following interests of the MA Wetlands Protection Act and the Medfield Wetland Bylaw: protection of 1) public and private water supplies, 2) groundwater supply, 3) flood control, 4) storm damage prevention, 5) prevention of pollution, 6) protection of fisheries, and 7) protection of wildlife habitat.

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

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

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

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

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

II. SPECIAL CONDITIONS:

47. General Condition 10, Page 4 of 10 * ELECTRONIC COPY, requires that a sign shall be displayed at the site not less than two square feet or more than three square feet in size, and that it shall read, "**Massachusetts Department of Environmental Protection (or MA DEP) File No. 214-0666.**" That sign shall be located and the lettering made clear enough so that the sign can be read from the street in front of the proposed project. The sign shall not be attached to a live tree. The sign shall remain in place and visible until a Certificate of Compliance is issued for the activity.

48. A line of erosion control barrier (ECB) shall be installed along the line marked on the Plan of Record as "Proposed Filtermit". **Haybales** shall not be used at the site. The ECB location shall be marked in the field and inspected by the Commission or its agent. Field

adjustments may be necessary. An orange construction fence or other high visibility fencing shall be installed along the **upland (work) side of the siltation control**. The siltation control barrier shall be installed according to the manufacturer's specifications.

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

50. The siltation control barrier mentioned in # 48 and #49 shall mark the limit of regrading, disturbance of the surface, cutting or removal of vegetation, and any other work activity associated with the proposed site work approved in the Order.

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

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

53. All excess materials from the excavation of the proposed foundation and sewer line shall be removed immediately. No stockpiling of demolition debris shall remain on site overnight.

54. Other than the backfill material needed around the proposed foundation, any stock-piled material shall be located in area beyond the 100-foot Buffer Zone line as shown on the plan of record for the site. (See Condition #69.)

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

PLANS:

- A) Title: Notice of Intent
Dated: October 15 and 18,2018; received: October 18, 2018;
Signed by: Mario Ippoliti, applicant, and representative of the owner and Seth Gelsthrope, owner
on file with: Medfield Conservation Commission (MCC)
- B) Title: "Plan to Accompany Notice of Intent 193 South Street, Medfield, MA - One Sheet
Dated: October 15, 2018
Prepared by: O'Driscoll Land Surveying Co.
on file with: Stamped by Daniel A. O'Driscoll, R LS # 39050
MCC

56. For projects involving the construction of a house, **an addition** to a house or an inground swimming pool, once the foundation/pool location has been designated on site but **before excavation**, the applicant shall have the location verified by the Commission; and upon completion of the foundation/pool submit to the Commission an **as-built interim plan**, at the same scale as the proposed plan of record and stamped and signed by a registered professional engineer, surveyor, or landscape architect, showing, in a solid line, the location and dimensions of the foundation as built; in a broken line, the location and dimensions of the foundation as shown on the plan approved by the Commission and specified above in Special Condition # 55; the limits of all resource areas; the edge of the 100-foot buffer zone bordering each resource area; the limits of any floodplain; the distance in feet between the foundation and the nearest part of a resource area; the location and type of sediment controls; the limits of disturbed area; and contours in two-foot intervals.

57. The applicant shall submit with the foundation/pool as-built **interim** plan and a letter stamped and signed by a registered professional engineer, surveyor, or landscape architect stating whether the foundation as constructed differs from the foundation as shown on the plan approved by the Commission and specified above in Condition #55 and, if so, how it differs, whether in location, dimension, distance to the nearest resource area, or otherwise, from the Notice of Intent, all plans, and all other documents, records, correspondence, and representations of the applicant as presented to and approved by the Commission. The letter shall also explain the reason for each change from the approved plan.

58. The applicant shall take best management practices to insure that the foundation for the proposed dwelling is water-proofed. The applicant shall provide the Commission with appropriate documentation showing that this condition is met.

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

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

61. An adequate stockpile of siltation control materials shall be on site at all times for emergency or routine replacement and shall include materials to repair or replace silt fences, **straw** bales, erosion control blankets, stone riprap, filter berms, bark mulch socks or any other devices planned for use during construction.
62. The Commission reserves the right to impose additional conditions on portions of this project to mitigate any impacts which could result from site erosion, or any noticeable degradation of surface water quality discharging from the site.
63. The area of construction shall remain in a stable condition at the close of each construction day. Siltation controls should be inspected at this time, and repaired, reinforced or replaced as necessary.
64. Siltation control devices may be modified based upon experience at the site. All such devices shall be inspected, cleaned or replaced during construction and shall remain in place until such time as stabilization of all areas that may impact resource areas is permanent.
65. Refueling, oil changes, and lubrication of all equipment used in construction shall take place outside all areas within the jurisdiction of the Commission unless otherwise indicated on the plan of record.
66. Cement trucks shall not be washed out in any wetland resource or buffer zone area, or into any drainage system. Any deposit of cement or concrete products into a buffer zone or wetland resource area shall be immediately removed.
67. Siltation and erosion control devices shall be inspected after each storm event and repaired or replaced as necessary. Any accumulated silt adjacent to the barriers shall be removed.
68. All stockpiles of soils existing for more than one day shall be surrounded by a row of entrenched silt fence, and shall be covered.
69. Siltation control devices shall remain in place and properly functioning until all exposed soils have been stabilized with final vegetative cover and the Conservation Commission and/or its Agent has authorized their removal.
70. Site grading and construction shall be scheduled to avoid periods of high surface water. Once begun, grading and construction shall continue in an expeditious manner to minimize the opportunity for erosion.
71. Grading shall be accomplished so that runoff will not be directed to the property of others, except as indicated on the approved plan.

72. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource area shown on the Plan and described in the Notice of Intent. This condition shall be referenced in any Certificate of Compliance issued for **193 South Street**, Medfield.

73. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that part of the lawn that is within the buffer zone, and any fertilizers used on that part of the lawn shall be of the slow-release organic granular type, low-nitrogen variety. This condition shall be referenced in any Certificate of Compliance issued for **193 South Street**, Medfield

74. The "Findings of Facts" are incorporated as special condition #74 and given equal status as such.

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

- (1) A Completed Request for a Certificate of Compliance form (WPA Form 8A) or a written request to the Commission for a Certificate of Compliance.
- (2) A letter, signed under the penalties of perjury, from a Registered Professional Engineer certifying compliance of the property with this Order of Conditions, and detailing any deviations that exist, and their potential effect on the project. A statement that the work is in "substantial compliance" with no detailing of the deviations shall not be accepted.
- (3) Two "As-Built" plans signed and stamped by a Registered Professional Engineer or Land Surveyor showing post-construction conditions within all areas under the jurisdiction of the Massachusetts Wetlands Protection Act and the Medfield Wetlands Protection Bylaw. This plan shall include at a minimum:
 - (a) All wetland resource area boundaries with associated buffer zones and regulatory setback areas taken from the plan(s) approved in this Order of Conditions and at the same scale as the proposed plan of record;
 - (b) Locations and elevations of all stormwater management conveyances, structures and best management designs, including foundation drains, dry wells, and raised bounds, constructed under this Order within any wetland resource area or buffer zone;
 - (c) Distances from any structures constructed under this Order to wetland resource areas - "structures" include, but are not limited to, all buildings, septic system components,

wells, utility lines, fences, retaining walls, and roads/driveways;

- (d) A line delineating the limit of work, ECB location and wetlands line with flag numbers, - "work" includes any filling, excavating and/or disturbance of soils or vegetation approved under this Order;
- (e) Final grading elevations shown at 2-foot intervals;
- (f) Any other items, elevations or distances the Commission may specify to ensure compliance with this Order.

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

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

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

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

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

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

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

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

Law Office of
MARK GORDON CEREL

Medfield Professional Building
5 North Meadows Road (Rte. 27)
Medfield, MA 02052

Mailing Address:
P.O. Box 9
Medfield, MA 02052

Tel. (508) 359-5536
Fax No: (508) 359-5133

November 29, 2018

Powers & Sullivan, LLC
100 Quannapowitt Parkway, Suite 101
Wakefield, MA 01880

Re: Town of Medfield Audit
Litigation Pending or Threatened Against the Town as of
June 30, 2018 and Status of Said Matters to Date

Dear Sir or Madam,

Reference is made to the November 19, 2018 letter to me from Medfield Town Accountant Joy Ricciuto requesting the above-noted information in connection with the audit of the Town's finances, which your firm is performing.

There were no material litigation matters pending or threatened against the Town as of June 30, 2018; i.e.: litigation in which the Town's potential liability exceeded ten thousand dollars, individually or in the aggregate.

There was other litigation pending against the Town as of June 30, 2018, some of which remains pending, but this litigation does not involve claims for damages.

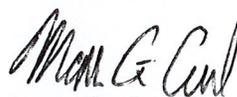
Please note: The Town has continued its use of another outside law firm Norris, Murray & Peloquin, LLC, formerly known as Collins, Loughran & Peloquin, P.C., 220 Norwood Park South, Suite 1D, Norwood, MA 02062 to represent it in labor-related claims and litigation. I have not included in this response labor-related matters pending as of June 30, 2018 or which may have arisen after that date and which that law firm is handling on behalf of the Town of Medfield.

Also excluded from my consideration are any tort claims which may be pending against the Town and which are being defended by insurance defense counsel and for which there is insurance coverage, and any Special Education or other claims which may be pending against the School Department and which are being defended by their own legal counsel.

Powers & Sullivan, LLC
November 29, 2018
Page 2

With reference to the issue of the Town's indebtedness to this office for legal fees and expenses, the Town was current in all payments as of June 30, 2018.

Very truly yours,
Law Office of Mark Gordon Cerel



Mark G. Cerel
Medfield Town Counsel

MGC:ce

cc: Joy Ricciuto, Town Accountant

Michael J. Sullivan, Town Administrator