TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

RECEIVED
TOWN OF MEDFIELD, MASS

2019 NOV 25 P 3:36

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 House, Chenery Meeting Room, 2nd Floor	Tuesday, December 3, 2019 **7:00 PM**

Agenda (subject to change)

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

Tax Classification Public Hearing
Board of Assessors

Council on Aging
Discussion of proposed garage

FY21 Budget Meeting including Capital Budget Discussion
Warrant Committee, Town Departments

Citizen Comment

Action Items

1. Vote to accept gift of land from Michael Taylor at 609R Main Street
2. DPW Director, Maurice Goulet, requests the Board of Selectmen vote to approve the following:
    a. Contract with Eastern Minerals, Inc. and Champion Salt, LLC
    b. Recycling contract with E.L. Harvey &Sons, Inc.
3. Principal Assessor, Yvonne Remillard, requests the Board of Selectmen approve contract with Patriot Properties for computer licensing and software support
4. Town Planner, Sarah Raposa, requests the Board of Selectmen approve an award supplement for ZBA review of the Aura at Medfield
5. MEMO requests Parade Permit for annual Holiday Parade, December 7, 2019 at 1:00PM.
6. Vote to approve all Alcohol License and Common Vic Licenses
7. Fire Chief, William Carrico, request the Board of Selectmen vote to sign

a. HGAC Cooperative Purchasing Program Contract
b. Mutual Aid Agreement with Norfolk County Control

Consent Calendar

1. Request from Zelus Brewery for Ugly Sweater Run on December 15, 2019 at 3:00PM.
2. Richard DeSorgher requests that the Town of Medfield Nomination for the Norfolk County Registry of Deeds Notable Land Records, Volume III include Admiral Jeffrey Alan Cook, United States Navy

Discussion
Special Town Meeting /Next steps for MSH

Town Administrator Update

Selectmen Reports

Approval of Minutes

Next Meetings
December
January 7, 2020

Informational
Colonial Water Company request that the BOS adopt zoning overlay district in ZONE II
DCAMM Letter to Enbridge regarding AUL
Conservation Commission Decisions
Verizon Pricing Information Increases
Comcast Pricing Information Increases
FIOS TV Programming Changes
Letter from Representative Joseph P. Kennedy, III notifying the Town of MCAP grant award
Letter from NRC regarding Revised Permanent Solution Statement with No Conditions for Marshalls, 242 Main Street

TOWN ACCEPTANCE

The Town of Medfield, acting by and through a majority of its Board of Selectmen in the exercise of the authority granted them by the voters at the Annual Town Meeting held on April 29, 2019 by their approval of Article 29, an attested copy of Warrant Article 29 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 ____, 2019.

SO-VOTED this ____ day of December 2019.

Town of Medfield Board of Selectmen

_____
Gustave Murby, Chair

_____
Osler L. Peterson, Clerk

_____
Michael T. Marcucci, Member

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss: December ____, 2019

Then personally appeared the aforenamed Gustave Murby, Osler L. Peterson and Michael T. Marcucci, 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: _____

TOWN ACCEPTANCE

The Town of Medfield, acting by and through a majority of its Board of Selectmen in the exercise of the authority granted them by the voters at the Annual Town Meeting held on April 29, 2019 by their approval of Article 29, an attested copy of Warrant Article 29 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 ____, 2019.

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Osler L. Peterson, Clerk

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NORFOLK, ss: December ____, 2019

Then personally appeared the aforenamed Gustave Murby, Osler L. Peterson and Michael T. Marcucci, 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: _____

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-12

STATE CONTRACT # (if applicable) _____

This Contract is made this 3rd day of December 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Champion Salt LLC, having a usual place of business at 2451 Schuetz Road, Maryland Heights, MO 63043, hereinafter referred to as the "Contractor".

WITNESSED:

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the IFB Bid Documents, for Scope of Work and Compensation only (Attachment A) as the **primary supplier**. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Contract Term: The Contract Term is as follows: December 3, 2019 through December 2, 2020 subject to annual appropriation and pricing from the Contractor.

5. Payment for Work: The Town shall pay $46.95 per ton delivered as the **primary supplier** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

6. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.

8. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

10. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

11. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

12. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

13. Termination:

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

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

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

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

14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

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

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

(Contractor)

By: Lisa L. Myers

Title: CFO

Board of Selectmen

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Lisa L. Myers
Print Name

CFO
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Lisa L. Myers, authorized signatory for
name of signatory

Champion Salt LLC, whose
name of contractor

principal place of business is at 9451 Schuetz Rd.,
Maryland Heights, MO. 63043 does hereby certify under the pains and penalties of perjury that
Champion Salt LLC has paid all
name of contractor

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

Lisa L. Myers 11/14/19
Signature Date

EXAMPLE CLERK'S CERTIFICATE – See attached [redacted] Certificate of Authority

_____

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

_____

Clerk of Corporation

SEAL

CERTIFICATE OF AUTHORITY
OF
CHAMPION SALT, LLC

The undersigned, being the Sole Manager of CHAMPION SALT, LLC, a Michigan limited liability company ("Company"), does hereby consent to, adopt and certify the following Authorizations for and on behalf of the Company:

RESOLVED, in accordance with the Company's Amended and Restated Operating Agreement, **Lisa Myers** was duly re-elected and appointed as the **Chief Financial Officer** ("CFO") of the Company on May 30, 2019, to serve the Company until her resignation or replacement by the Sole Manager of the Company, and she continues to serve in said capacity as of the date hereof.

FURTHER RESOLVED, the Company's CFO is hereby authorized to submit salt supply bids and proposals, and to execute salt supply contracts, bonds and related instruments, in the name and on behalf of the Company, and to affix the Company's seal (if any) thereto; and such execution of any contract or obligation in the Company's name on its behalf by the CFO shall be valid and binding upon the Company.

The foregoing is hereby certified as a True Copy, by Carl Bolm, on behalf of the Sole Manager of the Company, CB Capital Investments LLC, in Maryland Heights, MO, on this 10th day of June, 2019:

SOLE MANAGER OF CHAMPION SALT, LLC:

CB Capital Investments LLC

By: _____
Carl Bolm, Member & Authorized Agent

I, the undersigned, hereby certify that I am the Sole Manager of CHAMPION SALT, LLC, that Lisa Myers is duly elected Chief Financial Officer of said company, and that the above Authorizations have not been amended or rescinded and remains in full force and effect as of the date of this contract.

SOLE MANAGER OF CHAMPION SALT, LLC:

CB Capital Investments LLC

By: _____
Carl Bolm, Member & Authorized Agent

Dated: June 10, 2019

ATTACHMENT

A

Champion Salt LLC

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

SOLAR SALT DELIVERED

UNIT PRICE (written) No Bid

UNIT PRICE (figures) No Bid

PICKUP POINT N/A TEL # N/A

CC SALT DELIVERED

UNIT PRICE (written) Forty - six dollars and 95/100

UNIT PRICE (figures) $ 46.95 / ton

PICKUP POINT Providence, RI TEL # (978) 518 - 2299

MAGNESIUM CHLORIDE TREATED SALT DELIVERED with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty - one dollars and 95/100

UNIT PRICE (figures) $ 61.95 / ton

PICKUP POINT Providence, RI TEL # (978) 518 - 2299

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM
CONTINUED

SOLAR SALT PICKED UP

UNIT PRICE (written) No Bid

UNIT PRICE (figures) No Bid

CC SALT PICKED UP

UNIT PRICE (written) Forty-five dollars and no/100

UNIT PRICE (figures) $ 45.00

MAGNESIUM CHLORIDE TREATED SALT PICKED UP with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty dollars and no/100

UNIT PRICE (figures) $ 60.00

Eastern Minerals.

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

SOLAR SALT DELIVERED

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

PICKUP POINT Marginal St, Chelsea MA TEL # 617-884-0027 - Dispatch Office

CC SALT DELIVERED

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

PICKUP POINT Marginal St, Chelsea MA TEL # 617-884-0027 - Dispatch Office

MAGNESIUM CHLORIDE TREATED SALT DELIVERED with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty Two Dollars and Zero Cents per Ton

UNIT PRICE (figures) $62.00 per ton

PICKUP POINT 549 South St, Quincy MA TEL # 855.676.9388 - Dispatch Office

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM
CONTINUED

SOLAR SALT PICKED UP

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

CC SALT PICKED UP

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

MAGNESIUM CHLORIDE TREATED SALT PICKED UP with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty Two Dollars and Zero Cents per Ton

UNIT PRICE (figures) $62.00 per ton

TOWN OF MEDFIELD

BID: JOINT PURCHASE OF LIQUID CALCIUM CHLORIDE

BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norwood, Norton, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Liquid Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

36,000 GALLONS LIQUID CALCIUM CHLORIDE DELIVERED

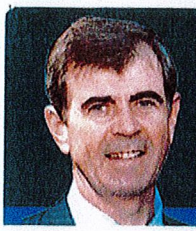
UNIT PRICE (written) NO BID

UNIT PRICE (figures) NO BID

36,000 GALLONS LIQUID CALCIUM CHLORIDE PICK UP

UNIT PRICE (written) NO BID

UNIT PRICE (figures) NO BID



William Francis Galvin
Secretary of the Commonwealth of Massachusetts

Goods and Services submission confirmation

The following Goods and Services submission was successfully received.

Planned date of publish is 8/19/2019

Awarding Agency

Agency Name and Address:	**Town of Medfield 459 Main Street Medfield MA 02052**
Bid Number:	**Salt Bid 2019-2020**

Contact Information

Name:	**Maurice Goulet**		
Title:			
Phone:	**5089063003**	Fax	
Email Address:	**MGOULET@MEDFIELD.NET** **Notify email address listed when final publish date assigned.**		
Address: (if different from above)			

Description

	2019-2020 Joint Salt Bid Purchase for 29 towns

Contract Information

Estimated Rate	**4000000.00**	Duration	**1 yr**
Bid Release Date	**9/6/2019**	Release Time	**12:00 pm**
Bid Deadline Date	**9/24/2019**	Deadline Time	**10:00 am**
Additional Information			

This page can be printed for your records.

Add Another Return To Menu

Town of Medfield

Bid Opening Date: 09/24/2019 10:00 AM
Printed: 08/14/2019 09:28 AM

BID SOLICITATION

Bid Number
BD-17-1806-MED01-MED01-42965
Alternate ID
Requisition Number

Description: Joint Salt Bid

Item	Class-Item	Quantity	Unit	Unit Price	Total
				_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Kristine Trierweiler

Phone#: (508) 906-3011

Email: ktrierweiler@medfield.net

BUYER

In this role, Power will work directly with the district's faculty and administrators to focus and reflect on curriculum development and teacher practice. This will include evaluating how assessments in the district impact curriculum and exploring meaningful initiatives for teacher professional development.

"The director of instruction and innovation position has been ope for the last year, so we're pleas to welcome Christine and th experience she brings into thi important role," Superintende Marsden said. "Bringing innovation into curriculum i important in order for our district to keep up with the constantly changing environment of

School, from 1997 to 2007, as a social studies teacher.

Prior to returning to Medfield, Power was the director of practicum partnerships and professional development at Boston College's Lynch School of Education, where she worked with pre-service and in-service PK-12 teachers to improve their practice.

"Through my previous position at Medfield High School, I know that I love the K-12 environment and the Medfield district," Power said. "Since I've returned, I've been able to see Medfield's increased focus on innovation and the expanded opportunities for teachers to think beyond what has been considered traditional

Power has served on the boards of the Massachusetts Association of Colleges of Teacher Education and the New England Educational Research Organization (NEERO). She participated in numerous Department of Elementary and Secondary Education task forces and presented at several state and regional conferences on the topic of teacher development and assessment.

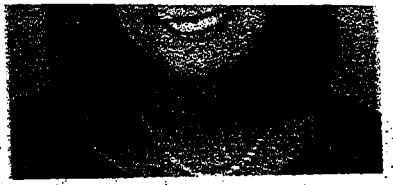
Power holds a Master of Education in Learning and Teaching from the Harvard Graduate School of Education and is a PhD Candidate at Boston College with a focus in Curriculum and Instruction.

Published 9/5/19

top agents

Jack Conway's top Realtors were honored at the firm's 64th Annual Mid-Year Awards Breakfast, held on July 26 at the Four Points by Sheraton Norwood.

Among those receiving awards were Gloria Kelly, who was named tops in sales and volume, and Constance Sweeney, who was named tops in listings for Conway's Medfield office.





LEGAL NOTICE

TOWN OF MEDFIELD NOTICE TO BIDDERS

BID: JOINT SALT (SODIUM CHLORIDE) PURCHASE 2019-2020

The Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norwood, Norton, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham will receive sealed bids for Solar Sodium Chloride and an alternate of CC Sodium Chloride for snow and ice control for the 2019-2020 season, for approximately 100,000 tons total.

Bid Specifications may be obtained electronically by emailing dcimeno@medfield.net. Bids will be received at the Office of the Director of Public Works, Town of Medfield DPW Garage, 55 North Meadows Road (Route 27), Medfield, MA 02052 until **10:00 AM, Tuesday, September 24, 2019** at which time and place they will be publicly opened and read.

MEDFIELD BOARD OF SELECTMEN
Representing Twenty-Nine Towns Listed Above

GREAT RATES.
ALWAYS.
1.90% APY*
6-MONTH CD

TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-13

STATE CONTRACT # (if applicable) _____

This Contract is made this 3rd day of December 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Eastern Minerals, Inc., having a usual place of business at 134 Middle Street, Suite 210, Lowell MA 01852, hereinafter referred to as the "Contractor".

WITNESSED:

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the IFB Bid Documents, for Scope of Work and Compensation only (Attachment A) as a **supplemental supplier**. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Contract Term: The Contract Term is as follows: December 3, 2019 through December 2, 2020 subject to annual appropriation and pricing from the Contractor.

5. Payment for Work: The Town shall pay $47.00 per ton delivered as a **supplemental supplier** for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

6. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

7. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.

8. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

9. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

10. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

11. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

12. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

13. Termination:

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

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

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

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

14. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

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

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

(Contractor) Eastern Minerals Inc.
134 Middle Street, Ste 210
Lowell MA 01852

By: Donna G. Capillo

Donna G. Capillo

Title: Assistant Corporate Secretary

Board of Selectmen

_____

_____

_____

Approved as to Form: _____

Town of Medfield, MA

_____
Mark G. Cerel, Town Attorney

_____
Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Donna G. Capillo
Print Name

Assistant Corporate Secretary
Title/Authority

Eastern Minerals Inc.

CERTIFICATE OF STATE TAX COMPLIANCE

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

Donna G. Capillo, authorized signatory for
name of signatory

Eastern Minerals Inc., whose
name of contractor

principal place of business is at 134 Middle Street, Suite 210 Lowell, MA 01852

does hereby certify under the pains and penalties of perjury that
Eastern Minerals Inc. has paid all
name of contractor

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

11/15/19
Signature Date

Donna G. Capillo

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

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

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

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

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

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

Clerk of Corporation Certificate

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

_____

Clerk of Corporation

SEAL

ATTACHMENT

A

Champion Salt LLC

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

SOLAR SALT DELIVERED

UNIT PRICE (written) No Bid

UNIT PRICE (figures) No Bid

PICKUP POINT N/A TEL # N/A

CC SALT DELIVERED

UNIT PRICE (written) Forty - six dollars and 95/100

UNIT PRICE (figures) $ 46.95 / ton

PICKUP POINT Providence, RI TEL # (978) 518 - 3399

MAGNESIUM CHLORIDE TREATED SALT DELIVERED with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty - one dollars and 95/100

UNIT PRICE (figures) $ 61.95 / ton

PICKUP POINT Providence, RI TEL # (978) 518 - 3399

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM
CONTINUED

SOLAR SALT PICKED UP

UNIT PRICE (written) No Bid

UNIT PRICE (figures) No Bid

CC SALT PICKED UP

UNIT PRICE (written) Forty-five dollars and no/100

UNIT PRICE (figures) $ 45.00

MAGNESIUM CHLORIDE TREATED SALT PICKED UP with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty dollars and no/100

UNIT PRICE (figures) $ 60.00

Eastern Minerals.

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, Norton, North Attleboro, Norwood, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

SOLAR SALT DELIVERED

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

PICKUP POINT Marginal St, Chelsea MA TEL # 617-884-0027 - Dispatch Office

CC SALT DELIVERED

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

PICKUP POINT Marginal St, Chelsea MA TEL # 617-884-0027 - Dispatch Office

MAGNESIUM CHLORIDE TREATED SALT DELIVERED with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty Two Dollars and Zero Cents per Ton

UNIT PRICE (figures) $62.00 per ton

PICKUP POINT 549 South St, Quincy MA TEL # 855.676.9388 - Dispatch Office

TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2019-2020
(SODIUM CHLORIDE) BID FORM
CONTINUED

SOLAR SALT PICKED UP

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

CC SALT PICKED UP

UNIT PRICE (written) Forty Seven Dollars and Zero Cents per Ton

UNIT PRICE (figures) $47.00 per ton

MAGNESIUM CHLORIDE TREATED SALT PICKED UP with an ORGANIC BASED PERFORMANCE ENHANCER

UNIT PRICE (written) Sixty Two Dollars and Zero Cents per Ton

UNIT PRICE (figures) $62.00 per ton

TOWN OF MEDFIELD

BID: JOINT PURCHASE OF LIQUID CALCIUM CHLORIDE

BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norwood, Norton, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he will deliver Liquid Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he will take in full payment therefore the following unit price:

36,000 GALLONS LIQUID CALCIUM CHLORIDE DELIVERED

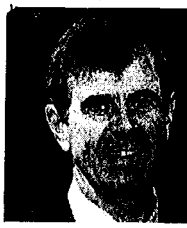
UNIT PRICE (written) NO BID

UNIT PRICE (figures) NO BID

36,000 GALLONS LIQUID CALCIUM CHLORIDE PICK UP

UNIT PRICE (written) NO BID

UNIT PRICE (figures) NO BID



William Francis Galvin
Secretary of the Commonwealth of Massachusetts

HOME DIRECTIONS CONTACT US

Search sec.state.ma.us
Search

Goods and Services submission confirmation

The following Goods and Services submission was successfully received.

Planned date of publish is 8/19/2019

Awarding Agency

Agency Name and Address:	**Town of Medfield 459 Main Street Medfield MA 02052**
Bid Number:	**Salt Bid 2019-2020**

Contact Information

Name:	**Maurice Goulet**		
Title:			
Phone:	**5089063003**	Fax	
Email Address:	**MGOULET@MEDFIELD.NET** **Notify email address listed when final publish date assigned.**		
Address: (if different from above)			

Description

	2019-2020 Joint Salt Bid Purchase for 29 towns

Contract Information

Estimated Rate	**4000000.00**	Duration	**1 yr**
Bid Release Date	**9/6/2019**	Release Time	**12:00 pm**
Bid Deadline Date	**9/24/2019**	Deadline Time	**10:00 am**
Additional Information			

This page can be printed for your records.

Add Another Return To Menu

Town of Medfield

Bid Opening Date: 09/24/2019 10:00 AM
Printed: 08/14/2019 09:28 AM

BID SOLICITATION

Bid Number
BD-17-1806-MED01-MED01-42965
Alternate ID
Requisition Number

Description: Joint Salt Bid

Item	Class-Item	Quantity	Unit	Unit Price	Total
				_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Kristine Trierweiler

Phone#: (508) 906-3011

Email: ktrierweiler@medfield.net

BUYER

In this role, Power will work directly with the district's faculty and administrators to focus and reflect on curriculum development and teacher practice. This will include evaluating how assessments in the district impact curriculum and exploring meaningful initiatives for teacher professional development.

"The director of instruction and innovation position has been ope for the last year, so we're pleas to welcome Christine and th experience she brings into thi important role," Superintende Marsden said. "Bringing innovation into curriculum is important in order for our district to keep up with the constantly changing environment of

School, from 1997 to 2007, as a social studies teacher.

Prior to returning to Medfield, Power was the director of practicum partnerships and professional development at Boston College's Lynch School of Education, where she worked with pre-service and in-service PK-12 teachers to improve their practice.

"Through my previous position at Medfield High School, I know that I love the K-12 environment and the Medfield district," Power said. "Since I've returned, I've been able to see Medfield's increased focus on innovation and the expanded opportunities for teachers to think beyond what has been considered traditional

Power has served on the boards of the Massachusetts Association of Colleges of Teacher Education and the New England Educational Research Organization (NEERO). She participated in numerous Department of Elementary and Secondary Education task forces and presented at several state and regional conferences on the topic of teacher development and assessment.

Power holds a Master of Education in Learning and Teaching from the Harvard Graduate School of Education and is a PhD Candidate at Boston College with a focus in Curriculum and Instruction.

Published 9/5/19

top agents

Jack Conway's top Realtors were honored at the firm's 64th Annual Mid-Year Awards Breakfast, held on July 26 at the Four Points by Sheraton Norwood.

Among those receiving awards were Gloria Kelly, who was named tops in sales and volume, and Constance Sweeney, who was named tops in listings for Conway's Medfield office.





LEGAL NOTICE

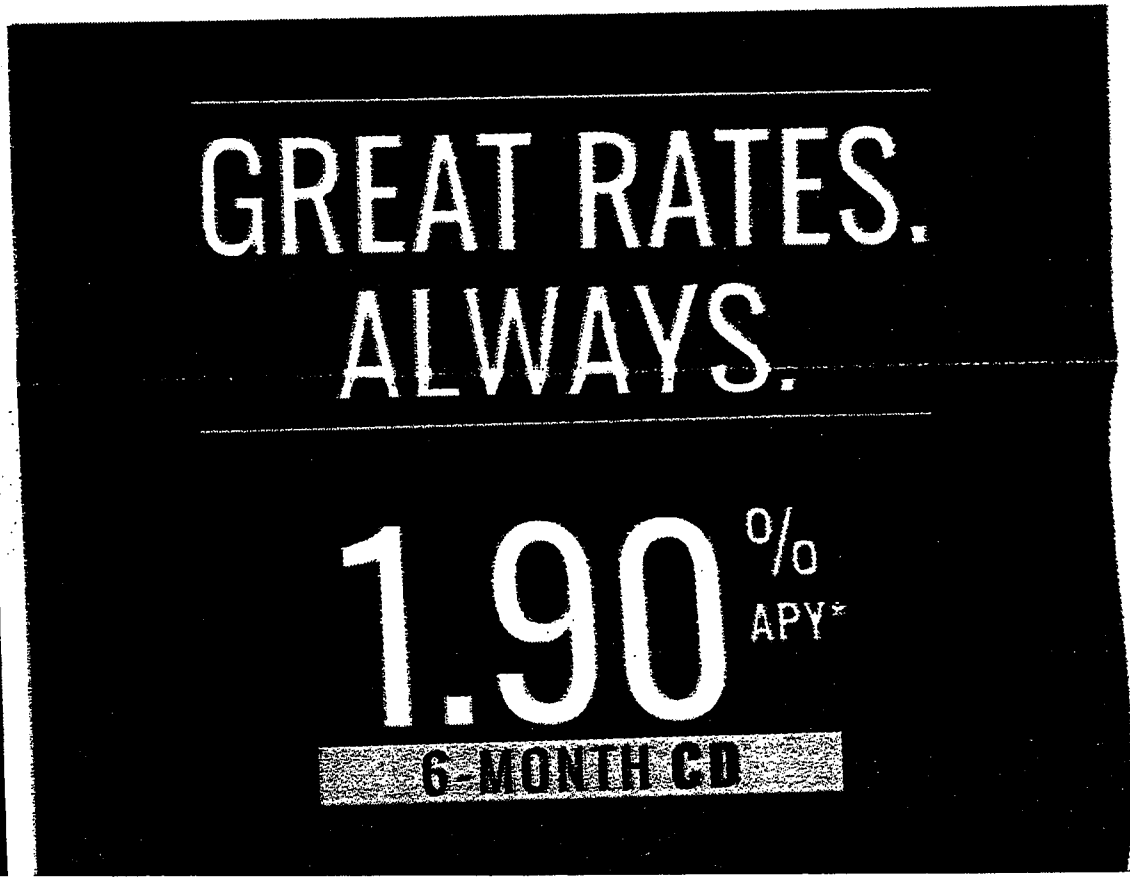
TOWN OF MEDFIELD NOTICE TO BIDDERS

BID: JOINT SALT (SODIUM CHLORIDE) PURCHASE 2019-2020

The Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hingham, Holbrook, Holliston, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norwood, Norton, Plainville, Randolph, Raynham, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham will receive sealed bids for Solar Sodium Chloride and an alternate of CC Sodium Chloride for snow and ice control for the 2019-2020 season, for approximately 100,000 tons total.

Bid Specifications may be obtained electronically by emailing dcimeno@medfield.net. Bids will be received at the Office of the Director of Public Works, Town of Medfield DPW Garage, 55 North Meadows Road (Route 27), Medfield, MA 02052 until **10:00 AM, Tuesday, September 24, 2019** at which time and place they will be publicly opened and read.

MEDFIELD BOARD OF SELECTMEN
Representing Twenty-Nine Towns Listed Above



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-11

STATE CONTRACT # (if applicable) _____

This Contract is made this 3rd day of December 2019 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and E.L. Harvey & Sons, Inc., having a usual place of business at 68 Hopkinton Road, Westborough, MA 01581, hereinafter referred to as the "Contractor".

WITNESSED:

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

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

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Pricing Quotation through email for Scope of Work and Compensation only (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.

3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Warranties: The Contractor warrants that all work will be performed in a good and workmanlike manner and in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.

5. Contract Term: The Contract Term is as follows: January 1, 2020 through December 31, 2020 subject to annual appropriation and pricing from the Contractor.

6. Payment for Work: The Town shall pay rates of $180 per haul, a charge of $85 per ton for the SSR and rent of $55 per box for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.

8. Contractor's Standard of Care: The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established tree service professionals in the area at the time services are provided. Contractor warrants and represents that it is familiar with the supply and services of specified products.

9. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

10. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of $2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.

11. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Termination:

    a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an

order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

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

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

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

15. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.

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

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

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

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

(Contractor)

By: _____

Title: President

Board of Selectmen

_____

_____

_____

Approved as to Form: _____

Town of Medfield, MA

_____
Mark G. Cerel, Town Attorney

_____
Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

Benjamin Harvey
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

Benjamin Harvey, authorized signatory for
name of signatory

B C Harvey & Sons, whose
name of contractor

principal place of business is at 68 Hopkinton Rd,
Westboro, MA 01581 does hereby certify under the pains and penalties of perjury that
B C Harvey & Sons has paid all
name of contractor

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

Signature 11/14/19
Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of E L Harvey & Sons, 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, Benjamin Harvey 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 11/19, 2019.

Clerk of Corporation

SEAL

ATTACHMENT

A

Gmail by Google

Maurice Goulet <mgoulet@medfield.net>

Recycling Contract

BJ Harvey <bjharvey@elharvey.com> Thu, Oct 24, 2019 at 10:46 AM
To: Maurice Goulet <mgoulet@medfield.net>

Maurice

There is no way I can hold the SSR price the markets are in a free fall. I could hold the rent, move trucking to $180, but the SSR would have to go to $85. I wish I could do better.

[Quoted text hidden]

--
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dangerous content by **MailScanner**, and is
believed to be clean.

68 Hopkinton Road
Westborough, MA 01581
Customer Service| 800.321.3002

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Gmail by Google

Maurice Goulet <mgoulet@medfield.net>

Medfield Recycling Contract

BJ Harvey <bjharvey@elharvey.com> Mon, Mar 11, 2019 at 3:36 PM
To: Maurice Goulet <mgoulet@medfield.net>

Maurice

I just looked at your pricing and that is as low as we can go. We can continue for the rest of this calendar year 2019 at the existing rates of $170 per haul, a charge of $70 per ton for the SSR and rent of $55 per box. Let me know if you want to sign something more officially. Thanks again, good talking with you and again very sorry to hear about Mike.

BJ

[Quoted text hidden]

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dangerous content by **MailScanner**, and is
believed to be clean.

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patriot PROPERTIES, INC.

Patriot Properties, Inc.
123 Pleasant Street, Marblehead, MA 01945
Ph: (781) 586-9670 // Fax: (781) 586-9667
www.patriotproperties.com

PATRIOT PROPERTIES, INC.
CUSTOMER SOFTWARE SUPPORT AND LICENSE AGREEMENT

IMPORTANT: Patriot Properties, Inc.'s, software programs are licensed on the condition that the purchaser executes this Support and License Agreement ("Support and License Agreement" or "Agreement") acknowledging that he has read this agreement and agrees to abide by its terms and conditions. READ THIS SUPPORT AND LICENSE AGREEMENT CAREFULLY. If you agree to the terms contained in this Support and License Agreement, please sign acknowledging your agreement and return it to Patriot Properties, Inc.

THIS SUPPORT AND LICENSE AGREEMENT is made on **5/28/2019** between Patriot Properties, Inc., a Massachusetts corporation with a place of business at 123 Pleasant Street, Marblehead, MA 01945 (hereinafter Patriot); and **MEDFIELD, MA** with a place of business at 459 Main Street, Medfield, MA 02052 (Hereinafter Customer)

1. Software. Patriot shall deliver to Customer the software provided hereto as specified in Schedule A including basic material ("Basic Licensed Material") and related optional materials, if relevant ("Optional Licensed Material") Collectively referred to as "Licensed Material."

2. Support. Pursuant to this License and Support Agreement and in exchange for the Support and License fee set forth on Schedule A, , Patriot will provide Support for the Basic Licensed Material and Optional Licensed materials, if relevant, for the Term, on the conditions set forth herein and in all attachments, including Schedule A, hereto. As used herein, "Support" shall mean all reasonable efforts required to insure that the Basic Licensed Material and Optional Licensed Material will operate as was previously demonstrated to Customer by Patriot in a satisfactory manner.

Patriot agrees to provide unlimited, toll-free "800" telephone lines from **(8:00 AM. to 5:00 PM)** Eastern Standard Time, Monday through Friday.

Support is provided through a specific format.

a) The support desk takes the initial call. The majority of problems are solved at this level. If support desk passes the problem to other staff, Patriot is required to inform the client and offer a contact name, an anticipated procedure and a time estimate.

b) If phone support does not succeed, a dial-in connection is made to view the database and attempt to correct the problem. The Customer agrees to provide Patriot with access to the Client's application server through modem type connection or similar device.

c) Patriot may choose to request a copy of the client database to load in Patriot's offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

d) If these steps fail to correct the problem, and Patriot determines the problem is application based and caused by application error, Patriot will go the client site to remedy as needed.

3. Improvements, Additions, and Other Modifications to Software. If, at any time after the initial acceptance date, Patriot shall develop any changes in the Basic Licensed Material that change the basic program function(s), operating environment, or add additional function(s) ("Modifications"), Customer shall have the right to obtain such Modifications for the difference between the original Support and License Fee designated herein and Support and License Fee of such Modification plus the cost of installation of the product at the Customer site, all ad determined solely by Patriot. Patriot may choose to waive or adjust cost.

4. License. Provided that Customer pays the Support and License Fee designated herein, Patriot grants and the Customer accepts a nontransferable, non-exclusive license to use the Basic Licensed Material and related Optional Licensed Material listed on Schedule A, including those which are ordered from time to time by the Customer and confirmed in writing by Patriot, for the Term and subject to the terms of this Agreement.

5. Term. The term of this Support and License Agreement shall be one year from the date executed by the parties. This Agreement shall automatically renew for subsequent one-year terms ("Renewal Term") upon terms and fees to be determined by the parties unless either party gives written notice, no less than thirty days prior to the beginning of a Renewal Term, that it wishes to terminate the Agreement.

6. Confidentiality. Customer understands and agrees that all Basic Licensed Material, Modifications, Optional Licensed Material and supporting documentation and materials delivered with this agreement ("Delivered Materials") are the property of Patriot and that there is a need for maintaining confidentiality regarding such Delivered Materials. The Customer agrees it will not assign, sub-license, provide, make available, transfer, discuss, or otherwise convey to any person said Delivered Materials (not including any data items such as tax billing transfer files which belong to Customer). No right to print, copy, or disk copy the Delivered Materials, in whole or part, is granted except as hereinafter expressly provided. The Customer further agrees to promptly notify all of its employees of the confidentiality required under the terms of this agreement. The licenses granted hereunder prohibit access to any source code, prohibits use by other licensed or unlicensed users, prohibits use by any parties other than the licensee except Patriot Properties, and prohibits any "for profit" uses. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

7. Use of Basic Licensed Material and Optional Licensed Material. Each license of Basic Licensed Material granted under this agreement authorizes the Customer to use the Basic Licensed material in machine-readable form on a single, central processing unit designated by type/serial number and its associated units such as work stations and/or lap tops. Each Optional Licensed Material license granted under this agreement authorizes the Customer to use the Optional Licensed Material in machine-readable form on the designated CPU.

If the Basic Licensed Material and/or Optional Licensed Material, in machine-readable form, will be used on more than one CPU, an additional license will be required for each CPU, provided, however, that if the designated CPU is inoperative due to malfunction, any license granted under this agreement for such CPU shall be temporarily extended to authorize the Customer to use the Basic Licensed Material and/or Optional Licensed Material, in machine-readable form, on any other CPU until the designated CPU is returned to operation. For purposes of this agreement, "use" is defined as copying any portion of the Basic Licensed Material and/or Optional Licensed Material, their instructions or data from storage units or media into the CPU for processing. Licenses granted under this agreement authorize the Customer to utilize Basic Licensed Material and/or Optional Licensed Material, in printed form, in support of the use of such Basic Licensed Material and/or Optional Licensed Material in machine-readable form. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

8. Additional Licenses. The Customer may, from time to time, order additional licenses for a previously-licensed program and/or optional material, including for Basic Licensed Material and/or Optional Licensed Material as well as licenses for other licensed programs and/or optional materials. These orders are subject to acceptance by Patriot and to the terms and conditions then in effect. Orders for additional licenses must reference this agreement. Patriot will confirm such orders and grant additional licenses by supplements to this agreement.

9. Basic Licensed Materials. Program licenses granted under this Agreement will govern any Basic Licensed Materials, in machine-readable or printed form, which may be provided by Patriot with certain programs.

10. Related Optional Licensed Materials. For certain licensed programs, Patriot will offer to license related Optional Licensed Materials, under this agreement or under a separate agreement, provided, however, that Optional Licensed Materials will only be available to customers who have licensed the Basic Licensed Material to which such Optional Licensed Materials apply. Optional Licensed Materials will be available in quantities or at charges in effect at the time of their shipment.

11. Programming Services. For specified Basic Licensed Material and/or Optional Licensed Material, Support shall include programming services after delivery to correct licensed program errors and issue corrected releases in accordance with the support program within thirty (30) days after notice of program errors, provided that Customer provides such notice of program errors within fifteen (15) days of delivery. Custom programming charges are listed in Attachment A.

12. Permission to Copy or Modify Licensed Programs. The Customer shall not copy, in whole or in part, any Basic Licensed Material and/or Optional Licensed Material that are provided by Patriot in any form under this agreement except as provided below. Any Licensed Material and/or Optional Licensed Material which are provided by Patriot in machine-readable form may be copied, in whole or in part, in machine-readable form, for use by the Customer with the designated CPU, for archival or emergency restart purposes, or to replace a worn copy, provided, however, that no more than five printed copies and five machine-readable copies will be in existence under any license at any one time without prior written consent from Patriot. The original, and any copies of all such materials, including Basic Licensed Material and/or Optional Licensed Material, in whole or in part, which are made hereunder shall be the property of Patriot.

The Customer shall keep any such copies and the original at a mutually-designated Customer location, except that the Customer may transport or transmit a copy or the original of any licensed program to another location for backup use when required by CPU malfunction, provided the copy or original is destroyed or returned to the designated location when the malfunction is corrected. The Customer may not modify any Basic Licensed Material and/or Optional Licensed Material Any portion of the Basic Licensed Material and/or Optional Licensed Material included in an updated work shall be used only on the designated CPU, and shall remain subject to all other terms of this agreement. The Customer shall reproduce and include Patriot copyright notice on any copies, in whole or in part, in any form, including partial copies in modifications of Basic Licensed Material and/or Optional Licensed Material made hereunder in accord with the copyright instructions to be provided by Patriot.

Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

13. Protection and Security. The Customer shall not provide or otherwise make available any part of any Basic Licensed Material and/or Optional Licensed Material or other Delivered Materials, including but not limited to flow charts, logic diagrams, detailed discussions or source code, in any form, to any other person or entity unless pursuant to court order. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

14. Responsibilities of Parties. The Customer shall be exclusively responsible for the supervision, management, and control of his use of the Basic Licensed Material and/or Optional Licensed Material including but not limited to: (a) assuring proper machine configuration, audit controls, and operating methods, (b) establishing adequate backup plans, based on alternate procedures and (c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction. The Customer agrees that it will take appropriate action with its employees, by agreement or otherwise, to satisfy its obligations under this agreement with respect to use, copying, modification, and protection, and security of Basic Licensed Material and/or Optional Licensed Material I.

15. Discontinuance/Termination. Within one week after the date of discontinuance or termination of this Support and License Agreement, the Customer will certify to Patriot in writing that the original and all copies, in whole or in part, in any form, including partial copies in modifications, of all Delivered Materials, including the Basic Licensed Material and/or Optional Licensed Material received from Patriot or made in connection with such license have been destroyed. Customer agrees to allow Patriot full access to all relevant hardware, software and material to determine compliance.

16. Warranty, Support, Payments. Patriot warrants the Basic Licensed Material and/or Optional Licensed Material will operate as was previously demonstrated to Customer by Patriot in a satisfactory manner. As long as this Support and License Agreement shall be in effect, Patriot will provide Support. Patriot warrants that the Basic Licensed Material and/or Optional Licensed Material to be installed hereunder will be the latest version as of the date of installation, that it will be free from material defects, that it shall be in compliance with all applicable laws as of the date this Agreement is executed by Customer, and that it will perform all functions according to the specifications set forth in Exhibit A.

In the event of modifications or changes to applicable laws. Patriot may, but shall not be required to update the Licensed Material accordingly. In the event Patriot makes such updates Customer may purchase such updates at the rate specified by Patriot.

17. LIMITATION OF LIABILITY TO THE CUSTOMER. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Patriot's liability for damages including liability for patent or copyright infringements, regardless of the form of action, shall not exceed the charges paid by the Customer for the particular Licensed Material and/or Optional Licensed Material involved or 12 months' charges for that Basic Licensed Material and/or Optional Licensed Material whichever is less. Patriot will not be liable for any lost revenues or profits.

18. Modifications to Agreement. The terms of this Support and License Agreement may be modified by Patriot at any time, upon three months' written notice to the Customer, except that support/license fees for the modules identified herein may not be increased until the end of the applicable one year Term then in effect. Any support/license fees previously agreed to for future Terms may be increased pursuant to this paragraph prior to commencement of said Term and upon three months' written notice to the Customer. In the event of such written notice by Patriot, Customer may terminate this Agreement and any of the licenses hereunder on the effective date of such modification upon thirty (30) day's prior written notice to Patriot; otherwise, such modification shall become effective. The term "this agreement" includes any future written amendments, modifications, or supplements. The Customer's acceptance of future delivery of any Basic Licensed Material and/or Optional Licensed Material from Patriot is conclusive evidence of its agreement that the license for such program or optional material is governed by the terms of this agreement.

19. This Agreement Supersedes Prior Agreements. This Support and License Agreement replaces and supersedes all prior agreements and licenses between the parties relating to the subject matter herein including the Basic Licensed Material and/or Optional Licensed Material and all such prior agreements and licenses are hereby terminated.

20. Access to the Source Code. A copy of the printed source code for Basic Licensed Material and/or Optional Licensed Material and the mechanism by which the licensee's particular source code may be displayed shall be held in a bank safe deposit box. Should Patriot Properties, Inc., file for bankruptcy, dissolve, or otherwise cease to exist, the licensee shall have access to the source code at the aforementioned place through the Corporation Counsel. Such access shall be limited to determination or resolution of problems relating to the licensee's exclusive use of the software. This copy of the source code for the licensee's exclusive use shall in no way be considered an asset of the Customer.

21. Severability. If any of the provisions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

THE CUSTOMER'S REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE, THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUPPORT AND LICENSE AGREEMENT, INCLUDING ALL PRINTED LANGUAGE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSING AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

Medfield Board of Selectmen

By:

Title:

By:

Title:

By:

Title:

Date:

PATRIOT PROPERTIES, INC.

By:

Title: **PRESIDENT**

Corporate Seal

Attest:

By: Jeff Leone

Title: Director of Business Development

Date: 5/28/19

Medfield Board of Assessors

By:

Title: Assessor

Date: 11/18/2019

By:

Title: Assessor

Date: 11/18/2019

By:

Title: Assessor

Date: 11/18/19

SCHEDULE A

CUSTOMER: **MEDFIELD, MA**

Patriot Properties, Inc., hereby grants the Customer non-transferable, non-exclusive licenses for the Term of this agreement and under the terms of this agreement to use the following licensed programs and/or related optional materials in machine readable form on designated serial numbered CPU's and/or to utilize licensed programs and related optional materials in printed form, as specified below.

Annual License and Support Fees: **$8,300.00**

License and Support Term:

5/28/2019 to **4/30/2020** (Auto-Renewal Term (1) Year)

Maintenance and Support fees may increase annually; Increases shall be no more than 5% per annum. This limitation on increases shall be applicable for as long as the Customer maintains this and all subsequent contracts.

Hourly Programming Rate: **$200.00**

☒ AssessPro Basic License, Real Estate	☒ WebPro Hosted (Online Property Search)
☒ Personal Property	☒ GISPRO (APRO GIS Viewer)
☒ SketchPro (R.E. Parcels)	☒ ArchivePro

ATTACHMENT A: **Award Letter Supplement**
PROJECT NAME: **The Aura at Medfield**

MHP provides the following supplement to Zoning Boards of Appeal for use of the 40B Technical Assistance funds. If you should have questions please don't hesitate to contact MHP staff about your award, disbursement procedures or your consultant's technical assistance scope.

Use of Technical Assistance (TA) Funds

TA funds are to be used only for the engagement of an MHP 40B consultant to assist the ZBA in responding to the proposed project. MHP's technical assistance funds may not be used for services that are typically the financial responsibility of the developer, such as Peer Review of engineering, traffic, architecture and other technical issues. Legal costs for municipal counsel and mediation are not within the scope of our services.

Scope of Services for MHP 40B Consultants

Ideally consultants are engaged early enough in the review process to provide a training and education session to ZBA members, city boards and other interested citizens about the Ch. 40B process and proposal review.

Responding to the Developer's Proposal

Consultant services may include, but are not limited to the following:

1) Educating the Town boards about the comprehensive permit process as needed;
2) In conjunction with the Town, reviewing the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise
3) Assisting the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies;
4) Facilitating productive discussion between the Town and the developer about the proposed development. Assisting the Town with negotiations as appropriate;
5) Advising Zoning Board of Appeals as needed.

Municipality's Responsibilities

Responsibilities of the municipality include:

1) Keeping MHP informed of any unusual delays in the decision schedule.
2) Notifying MHP, in a timely manner, of final decisions and/or permit issuance.

Billing Procedure

MHP prepares the contract for 40B technical assistance. MHP pays the consultant directly upon verbal or written authorization from the applicant for each invoice submitted.

AGREED AND ACCEPTED BY:

By:_____
Gustave Murby, Chair of BOS

By_____
John McNicholas, Chair, ZBA

Date:_____
Hereunto duly authorized

Date _____
Hereunto duly authorized

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AGREED AND ACCEPTED BY:

By:_____
Gustave Murby, Chair of BOS

Date:_____
Hereunto duly authorized

By_____
John McNicholas, Chair, ZBA

Date _____
Hereunto duly authorized

Massachusetts
Housing
Partnership

RECEIVED
NOV 18 2019
Planning & Zoning

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

www.mhp.net

November 6, 2019

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

RE: 40B Technical Assistance – Aura at Medfield

Dear Ms. Raposa:

I have enclosed the town's award letter and a copy of the agreement between MHP and 40B consultant for the project referenced above.

Also enclosed are two copies of an award supplement. Please sign both copies. Send one to my attention and keep the second for your records.

Contact me at any time with any questions or concerns at kbosse@mhp.net or 857-317-8517.

Sincerely,

Katie Bosse

Katie Bosse
Program Coordinator
Community Assistance

Massachusetts
Housing
Partnership

160 Federal Street
Boston, Massachusetts 02110
Tel: 617-330-9955
Fax: 617-330-1919

www.mhp.net

November 6, 2019

Gustave Murby
Chair, Medfield Board of Selectmen
Town of Medfield
459 Main Street
Medfield, MA 02052

John McNicholas
Chair, Medfield Zoning Board of Appeals
Town of Medfield
459 Main Street
Medfield, MA 02052

PROJECT NAME: The Aura at Medfield

Dear Mr. Murby and Mr. McNicholas:

I am pleased to inform you that the Massachusetts Housing Partnership ("MHP") has approved the application of the Town of Medfield for up to **$5,000** under the 40B Technical Assistance Grant program. This award is provided to the Zoning Boards of Appeal and will be used to pay for the consulting services of **Paul Haverty of Blatman, Bobrowski, and Haverty, LLC** to assist with the review of **The Aura at Medfield.**

MHP's 40B Technical Assistance Grant program supports Zoning Boards of Appeal in reviewing applications for Chapter 40B Comprehensive Permits. Technical assistance is provided by qualified third-party professionals who are pre-approved by MHP. Consultants are hired to advise the ZBA and review technical reports submitted as part of a comprehensive permit application. The Ch. 40B technical assistance award is available for **12 months** from the date of this letter. Repayment of these funds is not expected.

MHP will contract with the Program Consultant who will render services directly to the Town and shall be required to submit invoices to MHP, with a copy to the Town. MHP will make payment directly to the Program Consultant upon confirmation by the Town that the services were rendered and were deemed satisfactory.

As part of 40B Technical Assistance Grant program, an MHP evaluation form will be mailed to the municipality at the time the ZBA issues a decision for the project. It is the municipality's responsibility to notify MHP in a timely manner of the issuance of the decision.

MHP is pleased to offer support to this proposal. **Please indicate your acceptance of this technical assistance by signing the enclosed original copies of the supplement attached and returning one to Katie Bosse at 160 Federal Street, 2nd Floor, Boston, MA 02110.**

Sincerely,

Laura F. Shufelt
Assistant Director of Community Assistance

CC: Sarah Raposa, Medfield Town Planner

MHP
Massachusetts Housing Partnership
Moving affordable housing forward

Consultant: Blatman, Bobrowski & Haverty, LLC
Project: Medfield 40B – The Aura at Medfield
Amount: $5,000
Completion Date: November 1, 2020
Account: 9350-350-230

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is made as of this 6th day of November, 2019 by and between the Massachusetts Housing Partnership Fund Board, a body politic and corporate having its principal place of business at 160 Federal Street, Boston, Massachusetts 02110 ("MHP"), and Blatman, Bobrowski & Haverty, a limited liability company with a principal place of business at 9 Damonmill Square, Suite 4A4, Concord, Massachusetts 01742 ("Contractor").

1. **Services.**

Contractor agrees to provide timely the services described in Schedule A to this Contract (the "Services"). Contractor warrants that the Services will be consistent with generally accepted business practice in Contractor's area of expertise. Also, Contractor agrees that the Services will be completed on or before November 1, 2020 unless otherwise agreed in a writing signed by Contractor and MHP.

2. **Compensation.**

In full consideration for Contractor providing the Services and performing all Contractor's other obligations under this Contract, MHP agrees to pay the compensation described in Schedule B to this Contract (the "Compensation"). The maximum total amount paid to Contractor for providing the Services will be five thousand dollars ($5,000.00) unless otherwise agreed in a writing signed by Contractor and MHP.

To the extent that Contractor is or may be deemed to be a state employee as defined in the conflict of interest law, Massachusetts General Law, Chapter 268A and the regulations promulgated thereunder, MHP shall require, as a condition to payment hereunder, the submission of a current Certificate of Completion of the on-line training course offered by the State Ethics Commission.

3. **Termination.**

Either party may terminate this Contract upon seven (7) days prior written notice to the other party. In the event of an unforeseen public emergency mandating immediate action, MHP may terminate this Contract without cause and without penalty upon immediate written notification to Contractor.

Upon termination of this Contract, Contractor will promptly submit to MHP a final invoice for work performed up to the effective date of termination.

Further, immediately upon any termination of this Contract or other termination of Contractor's right to possess and/or use Confidential Information (as defined in Section 5 herein), Contractor shall turn over to MHP (or destroy and certify the same in writing, if requested in writing by MHP) all disks,

tapes, drawings, notes, memoranda, specifications, devices, documents, or any other tangible or intangible embodiments of any Confidential Information, as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, documents, tapes, electronic records, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) and shall deliver to MHP all finished or unfinished documents, work product, data, studies and reports, and all other property, prepared or purchased by Contractor in the course of performing the Services.

4. **Independent Contractor.**

a. The parties intend and agree that Contractor and any subcontractor ("personnel") hired by Contractor are independent contractors and not employees or agents of MHP. Subject to the terms and conditions of this Contract, Contractor alone will control the manner and means by which the Services are provided to MHP. As neither Contractor nor its personnel hired are MHP's employees, MHP will not take any action or provide Contractor or its personnel with any benefits or commitments, including, without limitation, withholding of FICA (social security) from Contractor's payments; making state or federal unemployment insurance contributions on behalf of Contractor or its personnel; withholding of state and federal income tax from payments to Contractor; making disability insurance contributions on behalf of Contractor or its personnel; and obtaining worker's compensation insurance on behalf of Contractor or its personnel.

b. Contractor shall bear sole responsibility for payment of compensation to its personnel, including, if applicable, state and federal tax withholding, social security taxes, unemployment insurance, health or disability insurance, retirement benefits or other welfare or pension benefits, if any, to which such personnel may be entitled. Contractor agrees to defend, indemnify and hold MHP, its officers, directors, agents and employees and the administrators of MHP's benefits plans, harmless from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance and benefit matters.

c. Contractor shall obtain and maintain in effect written agreements with personnel who participate in or perform any of the Services. Such agreements shall contain terms sufficient for Contractor to comply with all provisions of this Contract, and shall confirm that such personnel shall have no status as employees of MHP and claim under any MHP benefit plan, and shall ensure that such personnel have read and agreed to abide by the terms of this Contract, including, without limitation, paragraph 5.

5. Proprietary/Confidential Information.

Contractor agrees that any inventions, discoveries or improvements made, developed or conceived by Contractor during the performance of the Services will be the exclusive property of MHP, and Contractor will have no right, title or interest in any such proprietary information.

Contractor also agrees that Contractor will not disclose any "Confidential Information" as defined below in Section 5a, and will take reasonable steps to prevent the disclosure of Confidential Information by employees and agents of Contractor.

Contractor shall comply with M.G.L. c. 66A (fair information practices) if Contractor has access to personal information, as defined in M.G.L. c. 93H, or personal data, as defined in M.G.L. c. 66A and shall comply in all respects with the Contractor Certification attached hereto and made a part hereof.

a. CONFIDENTIAL INFORMATION. Confidential Information shall mean information that (i) is disclosed in writing or other tangible form to one party by the other party or by a person having an obligation of confidence to such party and is designated in such writing or tangible form as confidential or proprietary (or, if disclosure is made orally, is designated as confidential by the person disclosing the information or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential); (ii) is not generally known in the relevant industry or industry segment; and (iii) affords possessors of the information a commercial or business advantage over others who do not have the information; and (iv) to the extent not included in (i)-(iii) hereof, is information deemed confidential, described in Section 5b below.

Further, without granting by implication any rights with respect to any particular item of Confidential Information, the following also shall be deemed conclusively to be Confidential Information: (i) any data, information, documents, flow charts, logic diagrams, relating to the Confidential Information; and (ii) any accounting, financial or statistical data or information, sales and marketing information, development plans, business plans, strategies, forecasts, customer lists, customer data or the like, not generally known to the public.

b. INFORMATION DEEMED CONFIDENTIAL. Without limiting the provisions of the preceding paragraphs and whether or not otherwise meeting the criteria described therein, any and all documents, data, financial statements, or other information containing the identity of and/or pertaining to MHP borrowers or customers ("MHP Customers") and any and all financial information pertaining to MHP Customers as well as any documents created by Contractor containing, summarizing or referring to such information (including, without limitation, spreadsheets or data and/or reports, entries, email and all reports and documents generated therefrom and all other data and documents whether in electronic format, on CD, DVD or hardcopies) shall be deemed conclusively to be Confidential Information.

c. SECURITY OF CONFIDENTIAL INFORMATION. Contractor will maintain all such Confidential Information under secure conditions, using reasonable security procedures, practices and measures appropriate to the nature of the Confidential Information, and in any event not less than the same security procedures used by Contractor for the protection of its own Confidential Information of a similar kind, to protect Confidential Information from unauthorized access, destruction, use, modification or disclosure.

d. NON-DISCLOSURE OBLIGATION. Except as otherwise may be permitted by this Contract, Contractor shall not disclose any Confidential Information to any third party without the express prior written consent of MHP provided, however, that Contractor may disclose appropriate portions of Confidential Information to those of its personnel who have a substantial need to know the specific information in question in connection with Contractor exercise of rights or performance of obligations under this Contract so long as all such personnel have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Contract.

e. COMPELLED DISCLOSURE. If Contractor is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, then Contractor will not be liable for disclosure of Confidential Information required by such order if Contractor complies with the following requirements: (i) if an already-issued order calls for immediate disclosure, then Contractor shall move for or otherwise request a stay of such order to permit MHP to respond as set forth in this paragraph; (ii) Contractor immediately notifies MHP of the motion or order by the most expeditious possible means; and (iii) Contractor shall join or agree to (and in any case shall not oppose) a motion or similar request by MHP for an order protecting the confidentiality of

the Confidential Information, including joining or agreeing to (and in any case not opposing) a motion for leave to intervene by MHP.

f. COPYING OF CONFIDENTIAL INFORMATION. Except as otherwise may be permitted by this Contract, Contractor shall not use, copy, duplicate, compile, disassemble, record, or otherwise reproduce any part of any Confidential Information, nor attempt to do any of the foregoing, without the prior written consent of MHP. Any tangible embodiments of Confidential Information that may be generated, either pursuant to or in violation of this Contract, will be deemed to be the sole property of MHP and fully subject to the obligations of confidence set forth herein.

g. REPORTS OF MISAPPROPRIATION/UNAUTHORIZED DISCLOSURE/SECURITY BREACH. Contractor shall immediately report to MHP any attempt by any person of which Contractor has knowledge or becomes aware to use, disclose or copy Confidential Information without authorization by MHP and the nature, circumstances and details of any such attempts and incidents, including at a minimum, the nature of the breach of security or unauthorized acquisition or use of Confidential Information; the number of individuals affected (if applicable); actions taken to address the security issues; measures taken to prevent similar security issues; and contact information for an individual at Contractor concerning the security issue.

6. **Ownership of Work Product.**

All Contractor's interim and final work product, including but not limited to all reports or other documents prepared pursuant to this Contract, shall be forwarded upon completion to MHP and shall become the exclusive property of MHP. MHP may duplicate, reproduce, publish, and distribute materials prepared pursuant to this Contract without providing additional compensation to Contractor.

7. **Assignment / Delegation.**

This Contract may not be assigned by Contractor without the prior written approval of MHP. The Services may not be subcontracted or delegated in whole or in part to any other person or entity without the prior written approval of MHP.

8. **State Contract Certifications.**

Contractor certifies, acknowledges and agrees that it shall observe and at all times material hereto be in compliance with the Contractor Certification annexed hereto and made a part hereof, and that Contractor's representations and covenant concerning observance and compliance with the contents of the Contractor Certification shall be re-acknowledged and confirmed without further action on the part of the Contractor in connection with each and every future contract for goods and/or services, consulting contract, services contract, and memorandum of understanding between Contractor and MHP.

9. **Indemnification.**

Contractor will indemnify and hold harmless MHP, including its officers, agents and employees, against any and all claims, liabilities, losses, damages, costs and expenses that MHP may sustain or incur in connection with this Contract or arising out of the Services, including, but not limited to, the negligent, reckless or intentional conduct of Contractor or Contractor's agents or employees.

10. **Miscellaneous.**

This Contract contains the entire agreement of the parties and may not be modified except by agreement in writing signed by the parties. If any portion of this Contract is found to be unenforceable, the remaining portions of this Contract will continue to be enforced to the fullest extent permitted by law. Time is of the essence of this Contract. Any notice required or permitted to be given under this Contract will be deemed to have been given if in writing and delivered by hand or sent certified mail, postage prepaid, to the party at the address set forth above. This Contract will be governed by the laws of the Commonwealth of Massachusetts.

Signatures next page

IN WITNESS WHEREOF, the parties have entered into this Contract under seal as of the date set forth above.

MASSACHUSETTS HOUSING PARTNERSHIP FUND BOARD

By: _____
Laura F. Shufelt
Assistant Director of Community Assistance

BLATMAN, BOBROWSKI & HAVERTY, LLC

By: _____
Paul J. Haverty
Partner Attorney
Hereunto duly authorized

Approved as to form: _____ _____
Legal Counsel Date

Approved as to funds: _____ _____
Chief Financial & Administrative Officer Date

Contractor's Tel. No._____

Contractor's Fax No._____

Contractor's Tax ID No._____

Contractor is a minority business enterprise/sole proprietor ___
Contractor is a women's business enterprise/sole proprietor ___
Contractor is a MA Supplier Diversity Office (SDO) certified minority business enterprise___
Contractor is a MA Supplier Diversity Office (SDO) certified women's business enterprise ___

CONTRACTOR CERTIFICATION

In connection with the engagement of **Blatman, Bobrowski & Haverty, LLC** ("Contractor") a consultant for the Massachusetts Housing Partnership Fund Board, its successors and assigns, ("MHP") with regard to **Medfield 40B – The Aura at Medfield.** Contractor hereby certifies to MHP, under the pains and penalties of perjury, as follows:

The Contractor is qualified to perform the engagement and possesses, or shall obtain, all requisite licenses and permits to complete performance under the engagement; the Contractor is in compliance with all federal and state tax laws, including M.G.L. c. 62C, sec. 49A; pursuant to M.G.L. c. 151A, sec. 19A and M.G.L. 152, the Contractor will comply with all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies; if consistent with accepted business practice in the area of the Contractor's expertise, the Contractor will carry professional and personal liability insurance sufficient to cover its performance under this engagement; the Contractor will comply with all relevant prevailing wage rate and employment laws; the Contractor is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00, and the Contractor is either a "qualified employer" (the Contractor has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or an "exempt employer"; pursuant to M.G.L. c. 156B, sec. 109 (business corporations), c. 180, sec. 26A (non-profit corporations), and c. 12, sec. 8F (public charities), if applicable, the Contractor has filed all required certificates and reports with the Secretary of State and the Attorney General's Office; the Contractor is not currently debarred or suspended by the federal government or the State under any law or regulation, including Executive Order 147, M.G.L. c. 29, sec. 29F and M.G.L. c. 152, sec. 25C; the Contractor will comply with Executive Orders 130 (anti-boycott covenant), 346 (privatization and hiring state employees), M.G.L. c. 268A (the Conflict of Interest Law), M.G.L. c. 7, sec. 22C (companies with offices in Northern Ireland). Pursuant to Executive Order 481, that the Contractor shall not knowingly use undocumented workers in connection with the performance of this engagement; that pursuant to federal requirements, Contractor shall verify the immigration status of all workers assigned to such engagement without engaging in unlawful discrimination and that the Contractor shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of the engagement may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

For all contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, 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 of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under the engagement, 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 ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;

(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 Agreement, and any breach of these terms may be regarded as a material breach of this Agreement;

(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 the engagement, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, 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 M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

BLATMAN, BOBROWSKI & HAVERTY, LLC

By: _____

Name: _____

Its: _____

Date: _____
Hereunto duly authorized

This certification may be signed and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Schedule A
Services

Contractor agrees to provide and oversee the following services:

1. Educate the Town of Medfield ("Town") boards about the comprehensive permit process as needed.

2. In conjunction with the Town, review the comprehensive permit application for completeness and appropriateness, with specific attention to specific issues depending on the Town needs and consultant expertise

3. Assist the Town and local ZBA to identify local concerns and issues that might require outside consultants and/or additional impact studies.

4. Facilitate productive discussion between the Town and the developer about the proposed development. Assist the Town with negotiations as appropriate.

5. Advise Zoning Board of Appeals as needed, with specific attention to drafting the decision.

6. Submit a written evaluation of your experience working with the ZBA and Town Boards. The evaluation is either attached to this contract or will be forwarded to you via email.

Schedule B
Compensation

Contractor shall bill MHP for Services at a rate of **$200 per hour and 50% of the specified billing rate (and no mileage) for travel.** Maximum contract amount is $5,000).

Contractor estimates s/he will spend 25 hours working on the project. Contractor will bill for hours worked after each phase of the project is complete. Contractor will bill only for actual hours worked. Contractor will not bill in excess of the billing limit of $5,000 without prior agreement.

If it appears that the actual number of hours necessary to complete the Services is in excess of the contract amount, Contractor will notify MHP and the Town/ZBA in a timely manner. It is MHP's expectation that any costs above the contract amount will be negotiated with, and paid for by, the town. In extraordinary cases MHP may consider increasing the contract amount and will consult with the Town/ZBA and Contractor in determining its decision.

*The Commonwealth of Massachusetts is committed to providing citizens with open and transparent government. The legislature passed and the governor signed into law new transparency and accountability reforms as part of the FY 2011 Budget. Open Checkbook provides the public with easily accessible and understandable information to State Government spending. From the Open Checkbook website individuals can search details of state spending, see payroll and pension information and identify vendor payments. As a consultant to MHP, your company name and the amount you have been paid will be posted on Open Checkbook.

AGREEMENT FOR CONSULTING SERVICES

RE: AURA AT MEDFIELD 40B

AGREEMENT made this ____ day of November 2019, by and between the Town of Medfield, a municipal corporation acting by and through its Zoning Board of Appeals (hereinafter: "Town") and Tetra Tech Inc. 100 Nickerson Road, Marlborough, MA 01752 (hereinafter: "Consultant"): Town hereby retains Consultant to perform consulting services for it, upon the following terms and conditions:

1. Services to be Provided - Consultant shall provide the services consisting of the Tasks outlined in its proposal dated 11/5/19 to the Medfield Zoning Board of Appeals, a copy of which is attached hereto as "Attachment A", as well as all services necessary or incidental thereto.

2. Fee for Services – Consultant's total fee for services shall be Twenty-three Thousand Two Hundred and Eight Four Dollars ($23,284) for the Tasks outlined in "Attachment A". Consultant shall not exceed these amounts without prior written authorization from Town. Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

    - Mayrock Development to submit initial deposit of $15,000 upon contract execution. Supplemental deposits to be made in accordance with review and schedule.

3. Source of Payment; Limitation of Town's Liability – Consultant acknowledges that the fees for its services are being paid by the developer of the proposed Aura at Medfield 40B project, aspects of which the consultant is reviewing, and that Town is not and shall not be individually liable therefor; Town represents that the funds which it has received from the developer are sufficient to pay for Consultant's initial services. It is the Consultant's responsibility to ensure that it has been notified by the Town that additional funds have been received prior to Consultant's undertaking any additional Town-requested services.

4. Timing of Services - Consultant shall commence work promptly following its receipt of notice that Town has executed this agreement and shall complete said services according to schedule contained in "Attachment A".

5. Payment for Services - Consultant shall be paid for its services within thirty (30) days following Consultant's delivery and Town's acceptance of Consultant's report; Consultant shall periodically bill Town for any additional services which Town requests and which are to be provided on an hourly basis and Town shall pay Consultant within thirty (30) days.

6. Consultant's Personnel - The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.

7. Consultant's Standard of Care - The Consultant shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established consulting engineering &/or design firms in the same geographic area.

8. Town's Ownership Rights in Consultant-Prepared Documents - The studies, designs, plans, reports and other documents prepared by the Consultant for this Project shall be

considered the legal property of Town, who shall retain all common law, statutory and other reserved rights, including the copyright. Town may use such documents in connection with the completion of the Project regardless of whether Consultant is in default. The documents shall not be used by Consultant or others on other projects except with the prior written consent of Town and the payment of appropriate compensation if specified by Town PROVIDED THAT Consultant may make use of the documents prepared by Consultant for this project for marketing purposes.

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

9. Termination

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

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

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

10. Notice - Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Tetra Tech Inc. 100 Nickerson Road, Marlborough, MA 01752 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt

requested to: Board of Appeals, Town House, 459 Main Street, Medfield, Massachusetts 02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed by the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

11. Independent Contractor - The Consultant is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town.

    a. The Consultant shall supply, at its expense, all equipment, tools, materials and supplies to accomplish the work.

    b. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant.

    c. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Complete Agreement - This Agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

13. Governing Law - Venue - This Agreement shall be governed by the law of the Commonwealth of Massachusetts. Any legal action arising from this Agreement shall be brought by either party only in the Dedham District Court located in Dedham, Norfolk County, Massachusetts.

14. Enforceability - In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

15. Liability Insurance Requirements - The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five Hundred Thousand Dollars ($500,000.00). The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage.

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

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

    Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid

unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

In Witness Whereof, Town and Consultant have each caused this agreement to be executed by its duly-authorized representative(s) on the date contained on the first page hereof.

Town of Medfield, by its
Board of Selectmen

_____

_____

_____

Consultant: Tetra Tech, Inc.

_____ , by:

SEAN P. BEARDEN — *Name*

VICE PRES — *Title*

Approved as to form:

_____

Mark G. Cerel, Medfield Town Counsel

This is to certify that the Applicant, Mayrock Development, has deposited Fifteen Thousand Dollars ($15,000) into a special account established by the Town Treasurer pursuant to M.G.L. c. 44, §53G for the Consultant's services specified in the foregoing Agreement.

Town of Medfield, by:

_____

Joy Ricciuto, Town Accountant

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1987944512
Notice Date: November 21, 2019
Case ID: 0-000-637-514

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

TETRA TECH INC
3475 E FOOTHILL BLVD
PASADENA CA 91107-6024

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TETRA TECH INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

TETRA TECH

Attachment A

November 5, 2019

Ms. Sarah Raposa
Town Planner
459 Main Street
Medfield, MA 02052

Re: Aura at Medfield
Engineering Peer Review
50 Peter Kristof Way
Medway, Massachusetts

Dear Ms. Raposa:

We are pleased to submit this Proposal to the Town of Medfield Zoning Board of Appeals (the Client) for professional engineering services associated with proposed Aura at Medfield Development in Medfield, Massachusetts (the Project). The objective of our services is to review the proposed project and provide review comments as they relate to impacts to the well-being and safety of the surrounding areas and the design as it relates to applicable federal/state regulations and good engineering practice.

Scope of Services

The following specifically describes the Scope of Services to be completed:

Task 1 Site Visits

A. Perform three (3) site visits to review the site and its surroundings;
   - Budget Assumption: 2 visits @ 3 hours/visit (Site Development, Traffic)
     6 hours @ $155/hr = $930
     Total = $930

Task 2 Site Plan/Report Review

A. Review supporting documentation provided and incorporate comments into review letter in item D below.
   - Budget Assumption: 1 hour @ $265/hr = $265
     2 hours @ $155/hr = $310
     Total = $575

B. Review the proposed "Aura at Medfield" Plans prepared by Legacy Engineering dated October 29, 2019. This Item includes review of Site Development only, Traffic review is included in Task 3 below.
   - Budget Assumption: 4 hours @ $265/hr = $1,060
     8 hours @ $155/hr = $1,240
     4 hours @ $110/hr = $440
     Total = $2,740

C. Review the Stormwater Management Report for compliance with the latest Department of Environmental Protection Stormwater Management Standards, US EPA MS4 General Permit and good engineering practice.
   - Budget Assumption: 4 hours @ $265/hr = $1,060
     8 hours @ $155/hr = $1,240
     Total = $2,300

Infrastructure Northeast
Marlborough Technology Park, 100 Nickerson Road, Marlborough, MA 01752
Tel 508.786.2200 Fax 508.786.2201 tetratech.com

D. Prepare a letter summarizing findings for presentation to the Client.
   - Budget Assumption: 4 hours @ $265/hr = $1,060
     4 hours @ $155/hr = $620
     Total = $1,680

E. Coordinate with applicant to address items in review letter and issue an updated letter upon receipt of modifications. This item is limited to one (1) review of revised material and a revised comment letter and reflects minor changes to the plans and supporting material. Additional funding may be required if major changes are made on the Project requiring greater level of review of revised material.
   - Budget Assumption: 2 hours @ $265/hr = $530
     2 hours @ $203/hr = $406
     4 hours @ $155/hr = $620
     6 hours @ $110/hr = $660
     Total = $2,216

Task 3 Traffic Impact Study Review

A. Review the traffic study and site plans prepared for the project for compliance with traffic standards and good engineering practice and provide comments summarized in a letter to be submitted to the Client. Specifically included in this scope is a review of Transportation Impact Assessment (*Proposed American Legion Apartments (40B), 110 Peter Kristof Way, Medfield, Massachusetts,* prepared by MDM Transportation Consultants, Inc.; October 30, 2019) and the Site Plans dated October 29, 2019. Additional funding may be required if quality and completeness of the traffic study is less than satisfactory as compared to industry standards;
   - Budget Assumption: 8 hours @ $203/hr = $1,624
     10 hours @ $155/hr = $1,550
     20 hours @ $110/hr = $2,200
     Total = $5,374

Task 4 Meeting Attendance

A. Participate in six (6) hearings/meetings with the Client.
   - Budget Assumption: 6 meetings (assume 4 hours per meeting)
     24 hours @ $265/hr = $6,360
     Total = $6,360

Budget

The fee for the work outlined in this proposal will be billed on a Time and Expenses basis according to Tetra Tech's then current Fee Schedule. Reimbursable expenses budget for execution of the tasks included in this scope of work are limited to mileage, field equipment, internal-use printing costs and hard-copy production of deliverables for submission. We suggest that you establish a budget as summarized below, which will not be exceeded without your approval. Please be advised that this estimate is based on our current understanding of the Project needs and is for budget purposes only.

The breakdown of this fee by task is as follows:

Task	Task Description	Fee
Task 1	Site Visits	$930
Task 2	Site Plan/Report Review	$9,511
Task 3	Traffic Impact Study Review	$5,374
Task 4	Meeting Attendance	$6,360
	Labor Subtotal	$22,175
	Expenses (5%)	$1,109
Total Fee		**$23,284**

Schedule and Conditions

We recognize that timely performance of these services is an important element of this proposal and will put forth our best effort, consistent with accepted professional practices to complete the work described within the Client's schedule. We are not responsible for delays in performance caused by circumstances beyond our control or that could not have been anticipated or prevented.

To signify your acceptance of this Agreement, please sign and return one copy and the retainer to us along with the attachments. When signed by representatives of both parties, this Proposal will become an agreement between Tetra Tech, Inc. (ENGINEER) and Town of Medfield ZBA (CLIENT). The Agreement is subject to the attached Engineering, Environmental, and Transportation Statement of Terms and Conditions. The price is valid for 60 days from the date of this letter.

We appreciate the opportunity to provide these services, and we look forward to working with you. Please contact us if you have any questions or require additional information.

Very truly yours,

Steven M. Bouley, P.E.
Senior Project Engineer

Sean P. Reardon, P.E.
Vice President

Date Approved by Medfield Zoning Board of Appeals: _____

Certified by: _____ _____

Sarah Raposa
Town Planner

Date

Enclosed:

1. Tetra Tech Engineering, Environmental, and Transportation Statement of Terms and Conditions
2. Tetra Tech Schedule of Hourly Rates

M:\SITE\BOULEY\PROPOSALS\TOWNS\MEDFIELD\2019-10-31 (AURA-50 PETER KRISTOF WAY)\PROPOSAL\MEDFIELD_AURA REVIEW_2019-11-05.DOCX

Engineering, Environmental, and Transportation Statement of Terms and Conditions

Tetra Tech, Inc. (ENGINEER) and CLIENT agree as follows:

Section 1. Services. ENGINEER shall provide CLIENT with the "Services" set forth in the Proposal under the following terms and conditions.

Section 2. Billing and Payment. CLIENT recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

The CLIENT shall pay the ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by the ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify the ENGINEER within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by the ENGINEER more than thirty (30) calendar days from the date of the invoice, except any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.

Application of the percentage rate indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on the ENGINEER's part to finance the CLIENT's operation, and no such willingness should be inferred. If the CLIENT fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, the ENGINEER may at any time, without waiving any other claim against the CLIENT and without thereby incurring any liability to the CLIENT, suspend this AGREEMENT by fourteen (14) days written notice to the CLIENT until payment is restored to a current basis. Any suspension shall extend the schedule for performance by the ENGINEERS in a manner that is satisfactory to both the CLIENT and the ENGINEER.

Notwithstanding any termination of Services by ENGINEER for non-payment of invoices, CLIENT shall pay ENGINEER in full for all Services rendered by ENGINEER to the date of termination of Services plus all interest. CLIENT shall reimburse ENGINEER for all costs and expenses of collection, including reasonable attorneys' fees. ENGINEER's non-exercise of any rights or remedies, whether specified herein or otherwise provided by law, shall not be deemed a waiver of any such rights or remedies, nor preclude ENGINEER from the exercise of such rights or other rights and remedies under this instrument, or the law.

Section 3. Delays. In the event that the ENGINEER's work is interrupted due to causes beyond his or her control, the ENGINEER shall be compensated for the labor, equipment and other costs the ENGINEER incurs in order to maintain his or her workforce for the CLIENT's benefit during the interruption, or--at the CLIENT's option--the various costs the ENGINEER incurs for demobilization and subsequent remobilization. Compensation to the ENGINEER shall be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. Should such acts occur, the CLIENT and the ENGINEER shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this AGREEMENT subject to renegotiation or termination.

Section 4. Standard of Care. ENGINEER's Services will be performed on behalf of and solely for the exclusive use of CLIENT for the purposes set forth in the Proposal and no others. CLIENT acknowledges that ENGINEER's Services require decisions which are not based upon science, but rather upon judgmental considerations. CLIENT, in accepting ENGINEER's Proposal, acknowledges the inherent risks to CLIENT and its property associated with the work described in the Proposal.

ENGINEER will perform its Services in accordance with generally accepted practices of Engineers and Scientists undertaking similar studies in the area, and in performing such Services, ENGINEER will observe that degree of care and skill as is generally exercised by members of such professions in the same locale acting under similar circumstances and conditions. CLIENT acknowledges that ENGINEER's Services will be rendered without any other warranty, expressed or implied, beyond ENGINEER's observance of such standard of care.

Section 5. Insurance. ENGINEER maintains Worker Compensation Insurance with respect to its employees with statutorily required limits. ENGINEER maintains public liability and property damage insurance policies. Certificates of Insurance evidencing such coverage will be provided to CLIENT, upon written request. CLIENT acknowledges that ENGINEER will not be liable to CLIENT for any loss, damage, cost or expense which, in the aggregate, are greater than the amounts of ENGINEER's insurance coverage limits, exclusions and conditions as set forth in such policies, except to the extent that ENGINEER is found by a final judgment of a Court of competent jurisdiction to have caused any loss, cost, damage or expense solely by reason of ENGINEER's gross negligence. Claims against ENGINEER based upon failure to perform in its professional acts in accordance with the Standard of Care required in Section 4 are limited by the provisions of Section 6.

Section 6. Limitation of Professional Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and Tetra Tech, Inc.'s officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or ENGINEER's officers, directors,

employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement, or the total amount of $50,000, whichever is greater.

Section 7. Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by ENGINEER as instruments of Service, shall remain the sole property of ENGINEER. Documents will not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party in whole or in part, without the prior written consent of Engineer, except as required by law. All reports and other work prepared by ENGINEER for CLIENT shall be utilized solely for the intended purposes and Site described in the Proposal. ENGINEER will retain all pertinent records for a period of three (3) years following the submission of ENGINEER's report to CLIENT. Such records will be available to CLIENT upon request at ENGINEER's office during office hours on reasonable notice, and copies will be furnished by ENGINEER to CLIENT for the total cost of reproduction of the same.

Section 8. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, ENGINEER will be paid for all services rendered and reimbursable expenses incurred to the date of termination and in addition, all reimbursable expenses directly attributable to termination.

Section 9. Governing Law; Severability; Assignment. This agreement between ENGINEER and CLIENT as set forth in the Proposal and in these Terms and Conditions shall be governed by and enforceable in accordance with the law of the Commonwealth of Massachusetts. The provisions of these Terms and Conditions are severable. The invalidity of any part of these Terms and Conditions shall not invalidate the remainder of these Terms and Conditions nor the remainder of any portion thereof. CLIENT shall not assign any aspect of the agreement between CLIENT and ENGINEER except upon the prior written consent of ENGINEER.

Section 10. Right of Entry. CLIENT grants to ENGINEER the right, exercisable from time to time, of entry to the Site by ENGINEER, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all project related activities, including the making of surveys, test borings and other environmental investigations as described in the Proposal. Should CLIENT not own the Site, CLIENT warrants and represents by acceptance of the Proposal that it has authority and permission of Site owner and any Site occupant to grant ENGINEER this right of entry.

Section 11. Control of Site. CLIENT acknowledges that it is now and shall remain in control of the Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Site, now existing or hereafter arising or discovered. ENGINEER does not, by its entry into an agreement with CLIENT, or its performance of services under any such agreements as set forth in the Proposal, assume any responsibilities or liability with respect to the Site; nor shall any liability or responsibilities be implied or inferred by reason of ENGINEER's performance of any work under the Proposal.

Section 12. Subsurface Explorations. ENGINEER will take reasonable precautions to minimize damage to the property from use of equipment, but have not included in the fee the costs of restoration of damage that may result from such operations. If ENGINEER is required to restore the property to its former condition, the cost will be added to its fee.

In addition, CLIENT recognizes that commonly used exploration methods (such as drilling borings, pushing or driving probes, or excavating trenches) involve an inherent risk. These exploration methods may penetrate through a stratigraphic unit bearing Hazardous Materials and serve as a connecting passageway between such stratigraphic unit and an uncontaminated stratigraphic unit or groundwater, thus potentially inducing cross-contamination. In accordance with current design, backfilling with grout or by other means is intended (but does not guarantee) to provide a seal against such a passageway. However, CLIENT recognizes that such a seal may be imperfect and that there is an inherent risk in drilling borings, pushing or driving probes, excavating trenches, or implementing other methods of exploration at or near a site contaminated by Hazardous Materials. Further, CLIENT recognizes that these are not the only risks which may be encountered, but are simply examples of consequences which cannot be anticipated or avoided in many cases, even through the exercise of the Required Standard of Care. CLIENT accepts these and all similar risks and releases ENGINEER from any and all liability that may be incurred as a result of the Services provided by ENGINEER, provided that such services were performed in accordance with the Required Standard of Care.

Section 13. Information Provided by Others. The ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder, including but not limited to field survey information. The CLIENT shall provide to the ENGINEER such information as is available to the CLIENT. The CLIENT recognizes that it is impossible for the ENGINEER to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, the CLIENT waives any claim against the ENGINEER, and agrees to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to the ENGINEER by the CLIENT. Further, the CLIENT agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, with such compensation to be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy.

Section 14. Compliance with Codes and Standards. The ENGINEER's professional services shall be consistent with sound engineering practices and shall incorporate those federal, state and local laws, regulations, codes, policies and standards that are applicable at the time the ENGINEER rendered his or her services. In the event of a change in laws, regulations, et al., of which the ENGINEER becomes aware and which the ENGINEER believes affects work for the CLIENT, the ENGINEER shall inform the CLIENT of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the CLIENT or the ENGINEER believes the change requires a renegotiation of this AGREEMENT, both the CLIENT and the ENGINEER agree to bargain promptly and in good faith, to permit the ENGINEER to continue to meet the CLIENT's needs. If a renegotiated contract cannot be agreed to, the CLIENT agrees the

ENGINEER has an absolute right to terminate this Agreement. In any event, the CLIENT waives any claim against the ENGINEER, and agrees to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's failure to abide by federal, state and local laws, regulations, codes and standards that were not in effect or public policies announced at the time when the ENGINEER's otherwise would have incorporated their intent into the work. The CLIENT further agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule.

Section 15. Monitoring of Construction. CLIENT recognizes that unanticipated or changed conditions are likely to be encountered during construction. CLIENT agrees to indemnify ENGINEER from any claims arising from these unanticipated or changed conditions unless CLIENT agrees to retain ENGINEER to monitor construction, and ENGINEER agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al. CLIENT recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by ENGINEER is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al., shall retain responsibility for the quality of their work and for adhering to plans and specifications, including responsibility for maintaining legal methods of transport and appropriate locations for disposal of materials. Should CLIENT for any reason not retain ENGINEER to monitor construction, or should CLIENT unduly restrict ENGINEER's assignment of personnel to monitor construction, or should ENGINEER for any reasons not perform construction monitoring during the full period of construction, ENGINEER shall not have the ability to provide a complete service. Should ENGINEER for any reasons not have the ability to perform a complete service, and thus not have the capability for adequate control of implementation of the complete engineering function, CLIENT waives any claim against ENGINEER, and agrees to indemnify, defend and save ENGINEER harmless for any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by ENGINEER. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project expenses.

Section 16. Legal Actions. All legal actions by either party to this Agreement against the other party for breach of this Agreement, failure to perform under this Agreement in accordance with an applicable standard of care, indemnity, or contribution (however denominated) shall be barred two years from the day after the date on which the party bringing the action knew or reasonably should have known of the facts giving rise to the cause or causes of action; but in no event may any such claim be filed, commenced or otherwise asserted more than two years from the date on which the ENGINEER completes its services. Nothing in this paragraph shall be construed in any way to extend the time period for the filing of a legal action under any applicable statute of repose.

TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: **TT INE (NE)**
Rates Effective Starting: **January 26, 2019**

Personnel	Hourly Rate
Operations Management	
Operations Management	
Technical Director 1	$227.00
Technical Director 2	$238.00
Technical Director 3	$265.00
Program Director	$278.00
Principal in Charge	$310.00
Project Management	
Project and Program Management	
Specialist	$155.00
Project Manager 1	$170.00
Project Manager 2	$175.00
Senior Project Manager 1	$190.00
Senior Project Manager 2	$203.00
Program Manager	$210.00
Engineering and Architectural Services	
Engineers	
Engineer 1	$110.00
Engineer 2	$120.00
Engineer 3	$125.00
Project Engineer 1	$135.00
Project Engineer 2	$155.00
Sr Engineer 1	$160.00
Sr Engineer 2	$160.00
Sr Engineer 3	$165.00
Principal Engineer	$170.00
Architectural Services	
Architect	$180.00
Designer	$125.00
Interior Designer	$150.00
Landscape Architect	$145.00
Imaging (3D) Specialist	$120.00
Space Planner	$150.00
Scientific Services	
Scientists	
Scientist 1	$110.00
Scientist 2	$120.00
Scientist 3	$125.00
Sr Scientist 1	$135.00
Sr Scientist 2	$155.00
Sr Scientist 3	$165.00
Technical Services	
Technicians	
Technician 1	$80-$85
Technician 2	$85-$90
Project Support	
Computer Aided Design (CAD)	
CAD Designer	$115.00
Sr CAD Designer 1	$138.00
Sr CAD Designer 2	$145.00
CAD Director	$155.00

TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: **TT INE (NE)**
Rates Effective Starting: **January 26, 2019**

Personnel	Hourly Rate
Business Support	
Project Administration	
Project Assistant 1	$75.00
Project Assistant 2	$90.00
Project Administrator	$100.00
Sr Project Administrator	$120.00
Finance / Accounting	
Project Analyst 1	$98.00
Project Analyst 2	$112.00
Sr Project Analyst	$150.00
Technical Writers	
Technical Writer 1	$95.00
Technical Writer 2	$110.00
Sr Technical Writer	$115.00
Graphics	
Graphics Specialist	$98.00
Graphic Artist	$103.00
Sr Graphic Artist	$108.00
Consulting	
Consultant 1	$100.00
Consultant 2	$110.00
Sr Consultant 1	$120.00
Sr Consultant 2	$130.00

Reimbursable Expenses - Non-routine expenses including, but not limited to outside printing, in-house report and document printing/copying, color copying/printing, large format plotting, delivery charges, travel, meals, lodging, subcontractor charges and other major expenses incurred for the project will be billed at cost plus 10 percent.

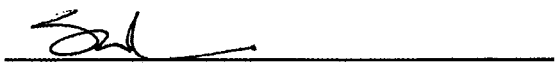
Payment - Invoices are issued monthly and are payable within 30 days of their issue date. In the event payment is delayed beyond 60 days from the issuance date, interest shall accrue at 1.5 percent per month on the unpaid balance.

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

Attachment A

Certificate of Non-Collusion

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



Signature of person submitting contract/bid

11/19/19

Date

Tetra Tech Inc.

Name of Business

Attachment B

Certificate of Tax Compliance

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

Social Security Number or
Federal Identification Number

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

Attachment C

Price Proposal Form

CONSULTANT SERVICES
TOWN OF MEDFIELD

CONTRACTOR: Town of Medfield

459 Main Street

Medfield, MA 02052

PROPOSER: Tetra Tech Inc. 100 Nickerson Road, Marlborough, MA 01752

PROJECT: AURA 40B REVIEW

PRICE:

Engineering Review

Task	Task Description	Fee
Task 1	Site Visits	$930
Task 2	Site Plan/Report Review	$9,511
Task 3	Traffic Impact Study Review	$5,374
Task 4	Meeting Attendance	$6,360
	Labor Subtotal	$22,175
	Expenses (5%)	$1,109
Total Fee		**$23,284**

Total:

Signed

VICE PRESIDENT
Title

SEAN P. REARDON
Print Name

11/19/19
Date Signed

MEMO

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

RECEIVED
NOV 13 2019
MEDFIELD SELECTMEN

November 4, 2019

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

Dear Board Members:

The annual Holiday parade is scheduled for Saturday, December 7th, 2019 at 1:00 PM beginning and ending at the Middle School and will follow the usual route shown on the enclosed sheet.

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

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

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

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

Very truly yours,

Alison Brown
Holiday Parade Committee
Coldwell Banker Residential Brokerage
692 High Street, Westwood, MA 02090
508-380-7280

Home – 11 Prentiss Place,
Medfield, MA 02052

Enclosure: Proposed Parade Route

MEMO

HOLIDAY PARADE ROUTE

Saturday, December 7, 2019
Starting time: 1:00 P.M.

From **Middle School, LEFT** onto Pound Street;

RIGHT onto South Street to lights (Brothers' Market, Route 109);

LEFT on Main Street to Park Street (at RR tracks);

LEFT on Park Street to Oak Street;

LEFT on Oak Street to Pleasant Street;

RIGHT on Pleasant Street;

LEFT on Metacomet Street;

STRAIGHT into High School Grounds,

CONCLUDE at Middle School Parking Lot,
approximately 2:00 P.M.

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.:
ILC19-8177
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Town of Medfield**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **459 Main St Medfield**, **MA 02052**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **07/01/2019** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **07/01/2019** and ends **06/30/2020**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H- GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H- GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Town of Medfield
Name of End User (local government, agency, or non-profit corporation)

459 Main St
Mailing Address

Medfield, **MA 02052**
City, State ZIP Code

Signature of chief elected or appointed official | Date

Michael Marcucci, **Chairman Board of Selectmen**
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By:
Executive Director

Date:

HGACBuy
THE SMART PURCHASING SOLUTION

END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **Town of Medfield** County Name: **Norfolk**

Mailing Address: **459 Main St Medfield**, **MA 02052**

Main Telephone Number: **(508) 359-8505** FAX Number: **(508) 359-6182**

Physical Address: **459 Main St Medfield**, **MA 02052**

Web Site Address:

Official Contact: **Kristine Trierweiler**
Mailing Address: **459 Main St**
Medfield, **MA 02052**

Title: **Town Administrator**
Ph No.: **(508) 359-8505**
FX No.: **(508) 359-6182**
E-Mail Address: **ktrierweiler@medfield.net**

Authorized Official: **Michael Marcucci**
Mailing Address: **459 Main St**
Medfield, **MA 02052**

Title: **Chairman Board of Selectmen**
Ph No.: **(508) 359-8505**
FX No.: **(508) 359-6182**
E-Mail Address:
selectmanmarcucci@gmail.com

Official Contact:
Mailing Address:
,

Title:
Ph No.:
FX No.:
E-Mail Address:

Official Contact:
Mailing Address:
,

Title:
Ph No.:
FX No.:
E-Mail Address:

Official Contact:
Mailing Address:
,

Title:
Ph No.:
FX No.:
E-Mail Address:

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
PO Box 22777
Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.

January 2018
Volume 24, Issue 1

Office of the Inspector General

PROCUREMENT BULLETIN

Dear Public Officials:

Happy New Year! Looking back on 2017, the Massachusetts Certified Public Purchasing Official (MCPPO) program had the largest number of students, courses and off-site classes offered, making it the most successful year yet. In 2017, we produced more easy-to-access educational materials on our website, including a video on ways to detect and prevent fraud and another training video that provides an overview of Chapter 30B: The Uniform Procurement Act.

In 2018, we plan to post more online training videos and encourage individuals to learn more about preventing and detecting fraud, waste and abuse of public funds. To achieve that goal, the Office's Regulatory and Compliance Division has a new director: Neil Cohen. His responsibilities include oversight of the Office's Chapter 30B unit, MCPPO program and all related training materials. He has served the Office for nearly 25 years in a number of capacities ranging from investigations, curriculum development and teaching state and municipal employees around the Commonwealth. Congratulations, Neil.

This past year, the MCPPO program also continued to adapt its curriculum to the changing needs of local government and expand its educational offerings. To that end, we provided a complimentary class to members of public boards and commissions and published a guide entitled *How to Be an Effective Member of a Public Board or Commission*. The guide provides members with the necessary tools they need to perform their duties and responsibilities in their oversight capacity. This guide is currently available on our website.

In November, during the Advanced Topics Updates class, I taught my first segment (and hopefully not my last) on the lessons learned from the Hinton Drug Lab investigation. The content focused on the importance of policies and procedures, professional training and development, security and mechanisms for lodging internal complaints to aid in the detection and prevention of fraud in public agencies.

In this issue of the Bulletin you will find helpful information and procurement tips on how to comply with cooperative purchasing agreements under Chapter 30B and several frequently-asked questions from our 30B hotline, including on the use of statewide contracts.

I would also like to congratulate our most-recent MCPPO designees. This achievement exemplifies the designees' commitment to conducting fair, open and competitive procurements. Please see page 13 for the list of designees.

As always, thank you for your time and consideration in reviewing our publications. I wish you all a happy and healthy 2018.

Sincerely,

Glenn A. Cunha
Inspector General

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IMPORTANT NOTICE

Report suspected fraud, waste or abuse of public funds or property:

By 24-Hour Hotline:
(800) 322-1323

By Email:
IGO-FightFraud@state.ma.us

By U.S. Mail:
Office of the Inspector General
One Ashburton Place, Room 1311
Boston, MA 02108

Office of the Inspector General

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MCPPO PROGRAM'S INCLEMENT WEATHER POLICY

In the event of inclement weather, you may find information about the Massachusetts Certified Public Purchasing Official (MCPPO) program class cancelations and delays on:



- MCPPO weather line at (617) 722-8831;
- Office's website at www.mass.gov/ig;
- Twitter at www.twitter.com/MassOIG; and
- LinkedIn at www.linkedin.com/company/11380300.

The MCPPO class cancellation policy is as follows:

Generally, the MCPPO program follows the Boston Public School system's policy for weather closings. Therefore, if Boston Public Schools are closed due to inclement weather, MCPPO classes – including classes held at videoconference locations – will be cancelled and rescheduled to a later date.

For students attending a class via videoconference, if the host city or town's school system is closed due to inclement weather, the MCPPO videoconference class will be cancelled and rescheduled. The live class held in Boston will proceed if Boston Public Schools are open.

For students attending a live MCPPO class presented at an off-site location, if the public school system in the host city or town is closed due to inclement weather, the MCPPO class will be cancelled and rescheduled to a later date. In some instances, a class may be cancelled if inclement weather prevents MCPPO instructors from traveling to an off-site location. In such an event, the Office will put an announcement on the MCPPO weather line, the Office's website, Twitter and LinkedIn.

If you have any questions or concerns about class cancellations or new class dates, please feel free to contact Joyce McEntee Emmett, MCPPO Program Director, at (617) 722-8835 or MA-IGO-Training@state.ma.us.

COOPERATIVE PURCHASING AGREEMENTS UNDER SECTION 22 OF CHAPTER 30B

Section 22 of Chapter 30B allows local jurisdictions to purchase supplies using a contract already procured by in-state or out-of-state "public procurement units" if the contract terms state that the contract is open to Massachusetts governmental bodies and the supplies were procured in a manner that constitutes fair and open competition.



For example, local jurisdictions may choose to buy an ambulance through an out-of-state cooperative agreement under Section 22 of Chapter 30B. However, the jurisdiction must ensure that all components of the ambulance have been competitively procured and subject to fair and open competition. So, if the cooperative agreement lists a base model for an ambulance at a specific price, but your jurisdiction needs additional apparatus and equipment added to the ambulance during the assembly process, you need to confirm that the options (often called "unpublished" options) were also subject to a competitive process and properly identified within the scope of the cooperative purchasing agreement to satisfy the requirements of Section 22 of Chapter 30B.

Notably, cooperative purchasing agreements have significant cost and time-saving potential for many jurisdictions. However, these contracts should be used with care to ensure the best value and price in accordance with Chapter 30B.



Please also see page 7 of this Bulletin for tips on using cooperative purchasing agreements pursuant to Section 22 of Chapter 30B.

FREQUENTLY ASKED QUESTIONS RELATING TO PROCUREMENT

Q1: A vendor insists that my town needs to issue an invitation for bids (IFB) in accordance with Section 5 of Chapter 30B when we procure our office supplies, including paper, pens and pencils. My town purchases all of its office supplies off of the statewide contract listed on the Operational Services Division's (OSD) COMMBUYS system, and we follow the related "Contract User Guide." Is my town in compliance with the law?

A1: Yes. Under Section 1(c) of Chapter 30B, local jurisdictions may purchase through statewide contracts procured by OSD. Please note, however, that some statewide contracts have additional requirements under the "Contract User Guide" related to that contract. For example, the "Contract User Guide" may require your town to obtain three quotes from vendors on the OSD statewide contract list, and to purchase from the vendor that provides the lowest price for the items you seek. To be in compliance with Chapter 30B you may only purchase the specific supplies or services identified on the statewide contract – not any other items that the vendor may sell.

Q2: My town is considering entering into a contract to sell surplus supplies to the government of Puerto Rico. Is this disposal of surplus supplies with Puerto Rico subject to Chapter 30B?

A2: No. Section 1(b)(9) of Chapter 30B exempts "a contract to purchase supplies or services from, or to dispose of supplies to, any agency or instrumentality of the federal government, the commonwealth or any of its political subdivisions or any other state or political subdivision thereof." As a result of this exemption, intergovernmental agreements – for the purchase or disposition of supplies or services – between your jurisdiction and the federal government, the Commonwealth, other states and any political subdivisions of those entities, are not subject to the requirements of Chapter 30B. The crux of this question is whether Puerto Rico, a territory of the United States, is encompassed within the scope of this exemption. Chapter 4 of the Massachusetts General Laws, defines the terms "state" and "United States" to include the District of Columbia and territories. *See* M.G.L. c. 4, § 7, cl. 31. Accordingly, the exemption in Section 1(b)(9) of Chapter 30B includes Puerto Rico.



(continued on page 5)

(FAQs, continued from page 4)

Q3: I was recently hired as the head of my town's Department of Public Works. I know that snow plowing is an exempt service under Section 1(b)(17) of Chapter 30B. I would like to be prepared in case snow hauling and disposal are necessary this winter. Is this type of service also exempt from Chapter 30B like snow plowing is?

A3: No. Section 1(b)(17) of Chapter 30B is very specific. Under this provision, "a contract for snow plowing by a governmental body" is exempt. Snow hauling is a different service than snow plowing. Therefore, snow hauling is subject to the provisions of Chapter 30B.



In extreme circumstances, however, snow hauling may be necessary to protect the health and safety of people or property. In these situations, a jurisdiction may procure hauling services under the emergency procurement provisions of Section 8 of Chapter 30B. For a detailed explanation of your obligations with respect to emergency-related procurements under Chapter 30B, please see this Office's *Chapter 30B Manual: Procuring Supplies, Services and Real Property* available at www.mass.gov/ig.

Q4: I am a school business manager about to issue an invitation for bids (IFB) for a large quantity of office and school supplies that will be shipped to our jurisdiction on a periodic basis. Should I ask the vendors to include shipping costs in their bids?

A4: Yes. When you draft the specifications for the IFB, you should require that each vendor include shipping and handling costs in the total bid amount to allow your jurisdiction to meaningfully compare the bids to determine which vendor submitted the lowest bid. You must award the bid on the total cost of the supplies with shipping and handling included. Moreover, in the IFB you should state whether your jurisdiction requires U.S. postal service delivery or allows for delivery through a private shipping company, such as United Parcel Service or FedEx. Bear in mind that shipping costs may be higher if you require a private company to ship the supplies. In any event, if a bidder does not follow the rules of the IFB and does not include shipping and handling costs in its bid, you should reject that bidder from consideration as a non-responsive bidder.



(continued on page 6)

(FAQs, continued from page 5)

Q5: A property owner in the town asked to purchase a small piece of town-owned land behind their property. The land is surrounded on all sides by private parties. The town has no use for the property and there is no record of any other person or entity expressing interest in the land. The town property tax assessor valued the land at $10,000. Since our property tax assessors estimate of $10,000 is below the threshold that requires the town to issue a request for proposals under Section 16 of Chapter 30B, may the town negotiate the sale of the property with the owner who expressed interest in the town-owned property?

A5: Yes. But the town must comply with Section 16 (a), (b) and (g) of Chapter 30B before disposing of the property. In compliance with Section 16, the town must first:

1) Declare the land surplus property that is available for disposal;
2) Determine any restrictions, if desired, on the subsequent use of the land; and
3) Determine the fair market value of the land to ensure that the $35,000 threshold in Section 16 of Chapter 30B is not triggered and to establish a basis for receiving compensation for the land.

If the town ultimately decides to dispose of the land at a price that is below fair market value, it must publish a notice in the *Central Register* with an explanation for the decision to dispose of the land for less than fair marked value. The notice must disclose the difference between the sale price and the fair market value of the property. The town must publish the notice in the *Central Register* before the sale is concluded to allow for any public comments or questions.



Finally, prior to completing the sale the town must obtain a disclosure of beneficial interests in the property from the buyer and file it with the Division of Capital Asset Management and Maintenance in accordance with Section 38 of Chapter 7C.

As a best practice, you may first consider whether other abutters to the town-owned land may have an interest in purchasing the property. To this end, you should provide all abutters with notice that the town-owned land is available for purchase and provide all abutters a fair and equal opportunity to purchase the land. This may generate competition and could result in a better sale price for the property. This ensures greater accountability and transparency in the disposal process and may help to avoid any concerns about the sale of the land to an interested abutter.

The town should consider adopting a formal policy for the disposal of real property that is below the $35,000 threshold in Chapter 30B. A policy will ensure consistency across transactions and establish processes to help ensure fair and open competition for the disposal of town-owned real property.



BEST PRACTICE TIP:

When purchasing from a cooperative agreement in accordance with Section 22 of Chapter 30B, you should use the practice tips below to ensure that the public procurement unit used a fair, open and competitive procurement process:

1) Check whether the public procurement unit advertised the procurement in a relevant publication;
2) Confirm that it used specific purchase descriptions in the solicitation;
3) Ensure that it used a clear rule for award or determination of best value in the solicitation;
4) Confirm that it used an appropriate comparative evaluation process for choosing vendors; and
5) Confirm that it provides for renewed competition on a regular basis.

Remember that cooperative purchasing agreements must be the product of meaningful and open competitive bidding procedures, and not mere preferred vendor lists. Finally, do not forget that you may only purchase supplies, not services, from a cooperative purchasing agreement under Section 22 of Chapter 30B.

Chapter 30B Hotline: (617) 722-8838

Office of the Inspector General

January 2018
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The Office of the Inspector General and the Massachusetts School Building Authority presented:

STORY OF A BUILDING

hosted at **West Bridgewater Middle-Senior High School**



155 West Center Street
West Bridgewater, MA 02379

Tuesday, November 14, 2017

The Massachusetts Certified Public Purchasing Official (MCPPO) program, along with the Massachusetts School Building Authority (MSBA), recently presented a one-day training at the West Bridgewater Middle-Senior High School. The training focused on procuring furniture, fixtures and equipment – frequently referred to as FF&E – for school building projects.



Pictured left to right : Glenn Cunha, Inspector General; Barbara Hansberry, Director of Strategic Planning for the MSBA; Dr. Patricia Oakley, Superintendent of West Bridgewater Public Schools; and James MacDonald, CEO for the MSBA and First Deputy Treasurer of the Massachusetts Treasury.

The course provided a complete framework for planning, implementing and overseeing FF&E purchases for school construction or renovation projects. Segments included "Planning for Your FF&E Purchase," "What to Expect from Your Interior Design Professional" and "Simplifying Bid Specifications." The course also offered an MSBA segment on reimbursement and cost-saving strategies, as well as, an ethics segment for staff involved in school building projects.

The West Bridgewater Middle-Senior High School, which recently underwent a comprehensive renovation, was the ideal location for the class. Attendees were given a tour of the school, which serves roughly 600 students in grades seven through twelve. Participants also had the opportunity to ask the MSBA, school officials and other professionals about the design, construction and procurement processes. It was an informative and engaging training for anyone involved in a school building project or renovation.



Attendees in the school cafeteria during the building tour.

The Inspector General's Office extends its gratitude and appreciation to the MSBA, West Bridgewater Middle-Senior High School's principal and staff, and the many others who participated in this important program.



FREE, ONLINE FRAUD AWARENESS AND PREVENTION TRAINING

The Office of the Inspector General is pleased to offer its newest, free online training video "Fraud Awareness and Prevention in the Workplace." It provides an introduction to identifying and preventing fraud in the workplace. Using examples, the video discusses theft, procurement fraud, other forms of misconduct, and outlines techniques to detect and prevent fraud. While the training was developed for public employees, the lessons are applicable to virtually all workplaces. The free online training is available to anyone. Similarly, the Office's original online training, "Overview of Chapter 30B – The Uniform Procurement Act," is available through our website at www.mass.gov/ig.

NEW GUIDE FOR MEMBERS OF PUBLIC BOARDS AND COMMISSIONS

The Office recently published *Guide for Members of Public Boards and Commissions*. The guide outlines practices, such as upholding fiduciary principles and exercising effective oversight, to help board members successfully perform their duties. The guide also summarizes the laws that apply to members of public boards and commissions. To download a copy of the guide, please visit the Office's website at www.mass.gov/ig, and navigate to "Guides and advisories, Procurement Bulletins and Forms," then select "Guides and advisories." We welcome comments and suggestions as we seek to promote open, transparent and accountable government – essential elements to our representative democracy.



On November 28, 2017, the Office's Massachusetts Certified Public Purchasing Official program offered a free, one-day class entitled *Are You a Member of a Public Board or Commission? Know Your Responsibilities*. Over 40 members of public boards, commissions and authorities attended. The course covered a variety of topics, including fiduciary duties and responsibilities, tools for effective oversight, essential terms of executive employment contracts, fraud detection, ethics requirements, public records and the open meeting law. The Office will offer this program again in the coming year. Information about the course will be posted on our website at www.mass.gov/ig.



REMINDER

MCPPO PROGRAM REGISTRATION POLICY

All registration forms must be sent by mail and be accompanied by your payment. The Office cannot accept registration forms via fax. Purchase orders are not a sufficient form of payment. We thank you for your cooperation and continued support.

MCPPO DESIGNATIONS

APPLICATION POLICY



As a reminder, the Office accepts CORI Acknowledgement Forms and MCPPO designation applications by mail. If you submit the CORI Acknowledgement Form by mail, you must first have the form notarized and include a copy of your valid government-issued photo identification. You may also submit your CORI Acknowledgment Form and MCPPO designation application in person at the Office of the Inspector General. CORI Acknowledgment Forms and designation applications are available on our website at the following link: www.mass.gov/service-details/mcppo-forms.

NEW RECERTIFICATION POLICY

EFFECTIVE JANUARY 1, 2018

As of January 1, 2018, all designees due to recertify are required to successfully complete the new, two-day *MCPPO Recertification* class. An exam will be included. The class will be offered on March 29, 30 and May 10, 11. See page 11 for the full MCPPO schedule. Those individuals due to recertify on or after January 1, 2018, will be given a grace period to attend one of the newly scheduled classes. Your designation recertification date will automatically be extended to June 30, 2018, to provide you time to attend one of the new classes.

In order to maintain your MCPPO designation, you must earn a minimum of 25 continuing education credits during the three-year period following the date of your most-recent certification or recertification letter. You will earn 14 credits for the successful completion of the new recertification class; these credits will count toward that 25-credit minimum.

For additional information regarding the new recertification policy, please visit our website www.mass.gov/ig or contact Joyce McEntee Emmett, Director of the MCPPO program, at (617) 722-8835 or at Joyce.Emmett@state.ma.us.

Office of the Inspector General
Glenn A. Cunha, Inspector General
MA-IGO-Training@state.ma.us Tel: (617) 727-9140

MASSACHUSETTS CERTIFIED PUBLIC PURCHASING OFFICIAL PROGRAM

REGISTRATION FORM *January—June 2018*

Please complete the fields below and indicate your seminar selection(s) on page two:

NAME:_____

TITLE:_____

PHONE:_____

EMAIL:_____

ORGANIZATION/JURISDICTION:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

Do you require any reasonable accommodations?_____

DO NOT WRITE IN THIS BOX
MCPPO OFFICE USE ONLY

_____

_____

_____

_____

_____

_____

COURSE INFORMATION:
All seminars will be confirmed based on a minimum of 25 participants.

GOVERNMENT/NON-PROFIT COURSE PRICE:
Government employees shall include all employees of the Commonwealth, the Commonwealth's political subdivisions, other state governments and the federal government, as well as employees of any other municipality, county or local district. Non-profit employees include any employee of a 501(c)(3) corporation. Proof of government or non-profit status must be provided with this registration form in order to receive the government rate.

SUBSTITUTIONS/CANCELLATIONS:
Space is limited. Each seminar is filled on a first-come, first-served basis. Transfer of a registration within your organization is possible with prior notice, one time only. The Office of the Inspector General reserves the right to cancel or reschedule any seminar and is not responsible for any costs incurred by registrants. Terms and conditions may change without notice.

CORI NOTICE:
Please be advised that all applications for MCPPO Designation must include a completed Criminal Offender Record Information (CORI) Acknowledgement Form. You do not need to include a CORI form with this registration form.

For more information regarding administrative policies, such as complaint and refund resolution, please email Joyce McEntee Emmett, Director of the MCPPO Program, at MA-IGO-Training@state.ma.us or go to our website at www.mass.gov/ig.

NONDISCRIMINATION POLICY: The Massachusetts Office of the Inspector General does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, age, disability, sexual orientation, political affiliation, or Vietnam-era or disabled veteran status in its employment or admission policies, or in the administration or operation of, or access to, its programs and policies. The Office of the Inspector General does not discriminate on the basis of disability; see Section 504 of the Rehabilitation Act of 1973. Inquiries pertaining to the Office's nondiscrimination policy relating to MCPPO programs may be addressed to Joyce McEntee Emmett, Director of the MCPPO Program, at (617) 727-9140.

The Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.NASBARegistry.org.

The Massachusetts Office of the Inspector General is registered with the Department of Elementary & Secondary Education to award professional development points (PDP).

HOW TO REGISTER: Please mail a completed registration form *with* a check or money order made payable to:
Office of the Inspector General
One Ashburton Place, Room 1311
Boston, MA 02108
Attn: MCPPO Program

TYPE OF PAYMENT:*

☐ **Check/Money Order** ☐ **State agencies: payment via IE/ITA**

***ALL CHECKS AND IE/ITA PAYMENTS MUST BE RECEIVED PRIOR TO THE START OF THE COURSE**

Additional Seminar Information

For detailed course information, visit our website at www.mass.gov/ig

PUBLIC CONTRACTING OVERVIEW

Tuition: $595 for government/non-profit employees
$750 for all others

No Prerequisite

February 14, 15, 16	□BOSTON	April 23, 24, 25	□COMM FIRE DISTRICT	
March 26, 27, 28	□BOSTON □HUNTINGTON (VIDEOCONFERENCE)	June 5, 6, 7	□BOSTON	3-day seminar

SUPPLIES & SERVICES CONTRACTING

Tuition: $595 for government/non-profit employees
$750 for all others

Prerequisite: Public Contracting Overview or Charter School Procurement

March 14, 15, 16	□BOSTON □UMASS LOWELL (VIDEOCONFERENCE)	June 13, 14, 15	□BOSTON	
May 2, 3, 4	□BOSTON □HUNTINGTON (VIDEOCONFERENCE)			3-day seminar

DESIGN & CONSTRUCTION CONTRACTING

Tuition: $695 for government/non-profit employees
$850 for all others

Prerequisite: Public Contracting Overview or Charter School Procurement

February 6, 7, 8	□UMASS LOWELL	May 14, 15, 16	□COMM FIRE DISTRICT	
April 11, 12, 13	□BOSTON □HUNTINGTON (VIDEOCONFERENCE)	June 19, 20, 21	□BOSTON	3-day seminar

MCPPO RECERTIFICATION NEW

Tuition: $400 for government/non-profit employees
$600 for all others

Prerequisite: Valid MCPPO Designation

March 29, 30	□BOSTON	May 10, 11	□BOSTON	2-day seminar

PROCUREMENT FRAUD

Tuition: $200 per participant

No Prerequisite

March 22 □BOSTON — 1-day seminar

CONSTRUCTION MANAGEMENT AT RISK

Tuition: $200 per participant

No Prerequisite

April 3 □BOSTON — 1-day seminar

CONTRACT ADMINISTRATION

Tuition: $200 per participant

No Prerequisite

April 18 □BOSTON — 1-day seminar

ADVANCED TOPICS UPDATE

Tuition: $400 for government/non-profit employees
$600 for all others

Prerequisite: Supplies & Services Contracting or Design & Construction Contracting

April 26, 27 □BOSTON — 2-day seminar

RUNNING A SUCCESSFUL PROCUREMENT OFFICE

Tuition: $400 for government/non-profit employees
$600 for all others

No Prerequisite

May 30, 31 □BOSTON — 2-day seminar

DRAFTING A MODEL IFB

Tuition: $75 per participant

No Prerequisite

Requires Microsoft Word 7.0 or higher □AT YOUR DESK — Self-paced

PRIVATE SECTOR TRAINING

CERTIFICATION for School Project Designers & Owner's Project Managers

Tuition: $1,350 per participant

February 28, March 1, 7, 8	□BOSTON	
May 17, 18, 24, 25	□BOSTON	4-day seminar

RECERTIFICATION for School Project Designers & Owner's Project Managers

Tuition: $550 per participant

Prerequisite: Certification for School Project Designers & Owner's Project Managers

March 6	□BOSTON	
May 23	□BOSTON	1-day seminar

COMING SOON

Are You a Member of a Public Board or Commission? Know Your Responsibilities
Story of a Building

Please check back with us regularly for additional course dates and locations.

On-site address:
Office of the Inspector General
One Ashburton Place, Room 1306
Boston, MA 02108

Videoconference address:
Gateway Regional School District
12 Littlevillle Road
Huntington, MA 01050

Off-site address:
COMM Fire District
1875 Falmouth Road
Centerville, MA 02632

Off-site and videoconference address:
UMass Lowell
Campus Recreation Center
Room 111 (CRC111)
332 Aiken Street
Lowell, MA 01854

Please check our website regularly as videoconference locations may be added in the future.

Office of the Inspector General

January 2018
Volume 24, Issue 1

CONGRATULATIONS TO OUR NEW DESIGNEES!

The following is a list of the MCPPO Program's new Designees based on applications reviewed (not received) between October 1, 2017 and December 31, 2017:

MCPPO

Martin Anguelov, Nantucket Public Schools
Steven Bucuzzo, City of Haverhill
John Bugbee, Town of Franklin
Terrance Connolly, Town of Wellesley
Carol Costello, Town of Hingham
Roger Fernandes, Town of Hingham
Caileen Foley, Lexington Housing Authority
Melina Fontanez-Limardo, Mass. Water Resources Authority
Lester Gee, Quincy Housing Authority
Marilyn Gordon, Easton Public Schools
Andrew Gould, Town of West Newbury
Kyle Kummer, North Attleboro Public Schools
Jamie Luchini, Town of Northbridge DPW
Shawn MacInnes, Town of Yarmouth
Joanne McDonough, Blue Hills Reg. Voc. Tech. High School
Timothy Moore, Metropolitan Area Planning Council
Brian Pena, City of Lawrence
Allison Potter, Town of Medway
Sharon Rogers, Barnstable County Sheriff's Dept.
Lisa Valcich, Chelmsford Water Dist.
Kristine Wheeler, Town of Framingham
Mitchell Vieira, Town of Rockport
Elisabeth Verde, Town of Provincetown
Kayce Warren, Town of Ashfield
Lisa Westgate, Operational Services Division
Roby Whitehouse, Town of Yarmouth
John Woods, Town of Carver
William Yukna, Town of Foxborough
Marie Zelandi, City of Revere

MCPPO for Design & Construction

Richard Bedard, Millbury Public Schools
David Twombly, Easton Public Schools

MCPPO for Supplies & Services

Richard Viscay, Town of Arlington
Wenshu Zhao, Acton-Boxborough Reg. Sch. Dist.

Associate MCPPO

Molly Ahearn, Town of Needham
Ellen Batchelder, Hampshire Council of Governments
Richard Calderon, City of New Bedford
Janell Carleo, Hamilton-Wenham Reg. Sch. Dist.
Alicia Dulin, Town of Sheffield
Yarinette Esquilin, DCAMM
Kevin Flynn, Town of Phillipston
Sherry Giblin, Lowell Housing Authority
Andrew Golas, Town of Barre
Christine Howe, Metropolitan Area Planning Council
Allen Huberdeau, Essex County Sheriff's Dept.
Michael Kennelly, Town of Framingham DPW
Jennifer Kite, Town of Dartmouth
Michael Knight, Groton-Dunstable Reg. Sch. Dist.
Mark Magazine, Town of Framingham
Jayne Miller, Town of Reading
Thomas Molinari, Town of Hingham
Carrie Moreira, City of New Bedford
Robert Moreschi, City of Everett
Juliet Mulinare, Town of Edgartown
Theresa Peznola, Town of Saugus
Michael Piccardi, City of Revere
Tracy Schultz, Town of Reading Municipal Light Dept.
Patrick Shield, Town of Walpole
Cecilia Simchak, Town of Needham
Bryan Smith, Town of Erving
Alexander Therkelsen, University of Massachusetts
Kathleen Thut, COMM Fire District
Nicholas Bulens, Town of Weymouth

Associate MCPPO for Design & Construction

Pamela Couchon, Western Mass. Hospital

Associate MCPPO for Supplies & Services

Sean Harrington, Town of Needham DPW
Kerry Meisinger, Boston Housing Authority
Catherine Tocci, Town of Littleton



SUBSCRIPTION INFORMATION

The Office of the Inspector General publishes the Procurement Bulletin on a quarterly basis. There is no charge to subscribe.

To receive the Procurement Bulletin electronically, please send an email containing your first and last name to Sheniqua.Roper@State.MA.US.

If you prefer to receive a printed copy via first-class mail, please indicate this in the email and provide your mailing address.

If you previously subscribed to the Procurement Bulletin and have not received a copy or have any other related questions, you may contact Sheniqua Roper at (617) 722-8823.

Office of the Inspector General
One Ashburton Place, Room 1311
Boston, MA 02108
(617) 727-9140
www.mass.gov/ig
ATTN: Sheniqua Roper

Norfolk County Control
Mutual Aid Agreement
for Joint Fire, Rescue, and/or Ambulance Service

THIS AGREEMENT made and entered into this NOV 12, 2019 between and among the parties signatory hereto.

WITNESSETH;

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

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

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

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

1. Declaration of Need for Expanded Mutual Aid

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

2. Operational Plan

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

3. Governmental Immunity

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

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

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

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

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

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

4. Employment Benefits

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

(B) All pension, relief, disability, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions not withstanding the provisions of Section 7 (4) (B) of Chapter 32 of the Massachusetts General Laws.

5. Direction of Assistance

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

6. Paramedic Intercept Service Billing

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

7. Duration

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

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

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

MUTUAL AID AGREEMENT

Individual Community Signature Page

MILLIS	**MEDFIELD**
Community Name	Community Name
Signature of Executive Officer	Date
Signature of Fire Chief	4/12/19 Date

Signature of Executive Officer	Date
Signature of Fire Chief	Date

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

Ugly Sweater Jog

1 message

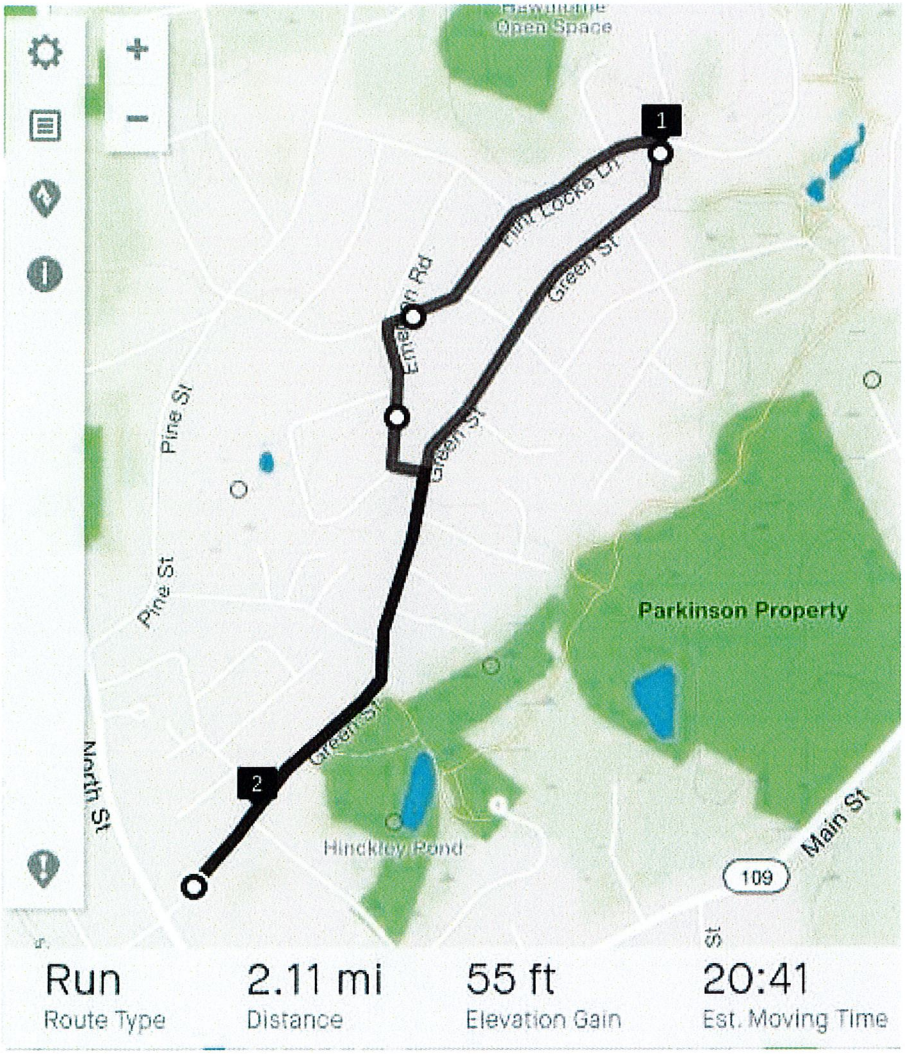
Geoffrey Pedder <geoff@zelusbeer.com> Wed, Nov 13, 2019 at 10:25 AM
To: Evelyn Clarke <eclarke@medfield.net>
Cc: Kristine Trierweiler <ktrierweiler@medfield.net>

Good morning,

We had posted on Facebook about an Ugly Sweater Run from our taproom at 1 Green Street on Sunday, December 15 at 3pm. The interest has been higher than I expected so I wanted to bring it to the Town's and Medfield Police's attention. I am not sure on the correct process. The run is a small informal jog on quiet streets. The concept is a variation on an ugly sweater contest bars often have in December. We could get as few as 15 runners or over 50.

Here are the proposed basic routes around the Green St/Flint Locke neighborhood. A 2 mile one and a 3 mile one -- same shape loop, just added a couple of side loops for the 3 milers

Basic



From tap room

Up Green St to the STOP sign

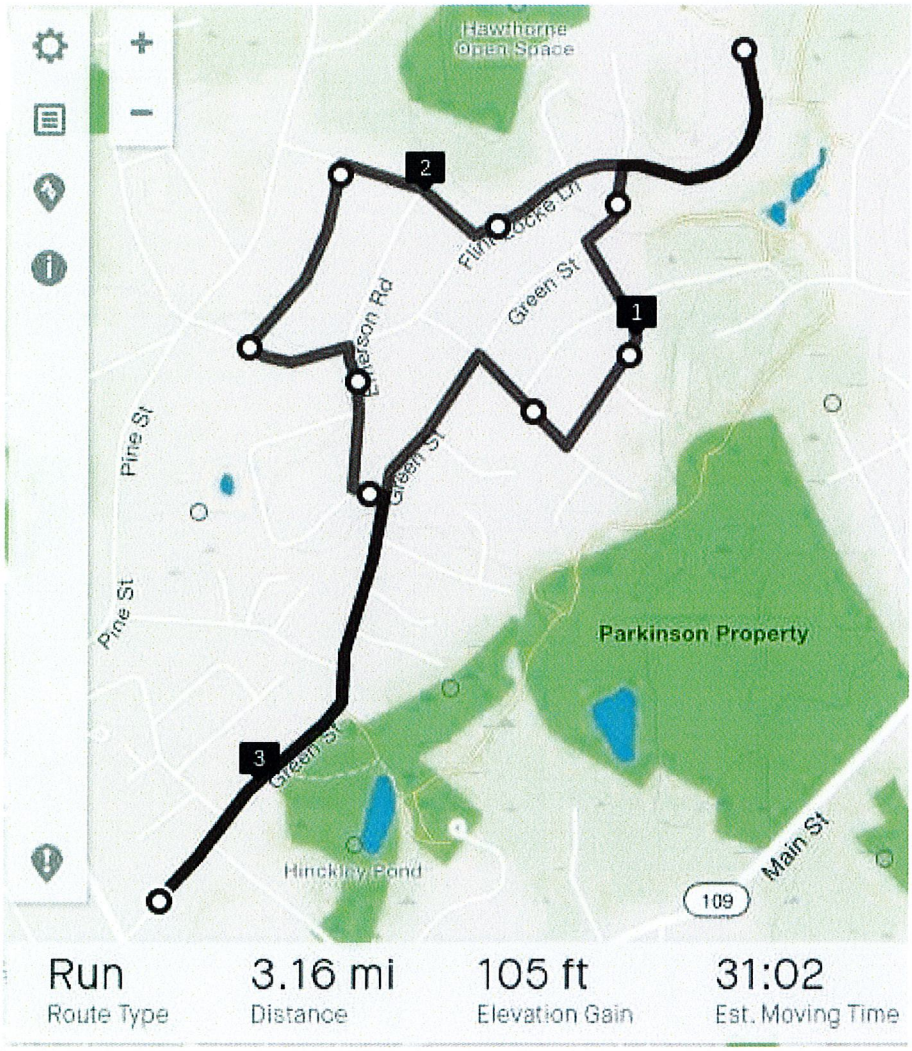
LEFT onto Flint Locke

LEFT onto Emerson

RIGHT back onto GREEN

Back to taproom

3 Mile Loop



From taproom

Up Green Street

RIGHT on Cypress

LEFT on Partridge

RIGHT back onto Green

RIGHT onto Flint Locke. Run to end of Flint Locke, turn around, come back

Thru Green/Flint Locke intersection, continuing on Flint Locke

RIGHT on Tamarack

LEFT on Lantern

LEFT on Flint Locke

RIGHT on Emerson

RIGHT on Green

Back to taproom

We would plan to put volunteers at the main turns -

Green/Cypress

Cypress/Partridge

Green/Flint Locke

End of Flint Locke

Flint Locke/Tamarack

Tamarack/Lantern

Lantern/Flint Locke

Flint Locke/Emerson

Emerson/Green

There are sidewalks on at least one side of the street all the way around.

Please let me know if you need anything more from me and what the next steps might be. Thank you for the help.

Cheers,

Geoff.

geoff@zelusbeer.com

617-510-0260

Norfolk County Registry of Deeds Notable Land Records, Volume III
Town of Medfield Nomination: Admiral Jeffrey Alan Cook, United States Navy

Jeff Cook remembers his sophomore year of football at Medfield High School. The year was 1961 and Jeff lived across the street from the high school on 13 Pound Street with his parents, Arthur and Jeanne and two brothers. The team had been winless for several years. Fans were discouraged. The players were discouraged. The school year 1961 started with a new football coach and on a bright and crisp fall Saturday Medfield, with the help of a three-yard plunge into the end zone by Jeff, beat East Bridgewater for their first win after over thirty-two consecutive defeats. The town rang the victorious football score over the fire whistles and a spontaneous parade formed. Jeff Cook was embarking on a successful journey through Medfield High School and upon graduation, Medfield High School would propel Jeff into a future that would be filled with achievements and amazing accomplishments.

In 2007 Jeff Cook returned home to Medfield High School on what is called Class Day. There Jeff was inducted into the Hall of Excellence, an honor reserved for alumni who excelled at Medfield High School and then went on to make positive contributions to their community and country. At Medfield High School, Jeff Cook served as Class President during his freshmen, junior and senior years and Vice President during his sophomore year. He was President of the National Honor Society and was a driving force on the school's Student Council. He was a standout player on the varsity baseball team and co-captain of the varsity football team. During his junior year he received the Harvard Book Award. At the close of his senior year he was awarded the Scholar Athlete Award. In the 1964 yearbook his classmates voted him "class leader," "most likely to succeed,' "class brains," and "most versatile."

Jeff left MHS to attend the U.S. Naval Academy at Annapolis, where as a first classman he served a term as the Brigade Commander. He was also selected as a "Trident Scholar" to do independent research, and graduated fifth in his class. He went on to receive a Master's Degree in Mechanical Engineering at North Carolina State University. He earned his Navy wings in 1970 and was a carrier pilot with Fighter Squadrons Forty-One and One-Forty-Two. He went on to be both a missile project officer and project officer for the F-14 Tomcat Aircraft. He was the team leader for the Joint Advance Strike Technology Force, which later became the F-35 program. He was promoted to Rear Admiral and served as the program Executive Officer for Tactical Air Programs, and later as the Vice Commander of the Naval Air Systems Command. During his time in the Navy he received the Legion of Merit Medal, the Meritorious Service Medal, the Navy Unit Commendation and the Meritorious Unit Commendation. He was honorably discharged from the military in 2002, after proudly wearing the uniform of our country for just under 38 years. Afterwards he returned to civilian life and was employed as a vice president at BAE Systems, an aerospace company in Nashua, New Hampshire.

He retired in 2009 and moved to South Yarmouth on Cape Cod where he currently lives with his wife Linda. They have two grown children, Jason and Natalie and three grandchildren. Jeff and Linda are now able to spend time with their children and grandchildren.

COLONIAL
Water Company

RECEIVED
NOV 01 2019
MEDFIELD SELECTMEN

October 28, 2019

Town of Medfield Board of Selectmen
Attn: Mr. Gus Murby - Chairman
459 Main Street
Medfield, MA 02052

Re: Town of Medfield – Water Source Protection

Dear Mr. Murby,

I am writing in reference to regulations regarding the protection of water sources in the Town of Medfield. Colonial Water Company owns and operates the water system that serves a portion of the Town of Dover. Our water sources are located within a Zone II delineated aquifer, of which, a large area is located in the Town of Medfield. I have attached the Zone II mapping from MassGIS's Online Mapping Tool, with the portions of the Zone II within Medfield highlighted in pink. As you can see from the map, the Zone II delineation envelopes a significant portion the Town.

My research indicates that the Town of Medfield does not have a zoning overlay district to protect Zone II areas. While Medfield does have a Watershed Protection District, it largely applies to buffers along waterways and waterbodies within the Town limits, but does not afford protection to the Zone II delineated areas.

Per the Code of Massachusetts Regulations (310 CMR 22.21(1)), towns should have a protective zoning district/overlay district to protect their Zone II areas from uses or storage of materials that may have a negative or deleterious impact on water sources. This letter is to request that the Town of Medfield Board of Selectmen develop and implement zoning bylaws and/or ordinances to prevent uses or storage of materials that may comprise the water source quality within the Zone II areas. I have attached an excerpt from 310 CMR 22.21(1) for your reference, and a model bylaw developed by the MassDEP.

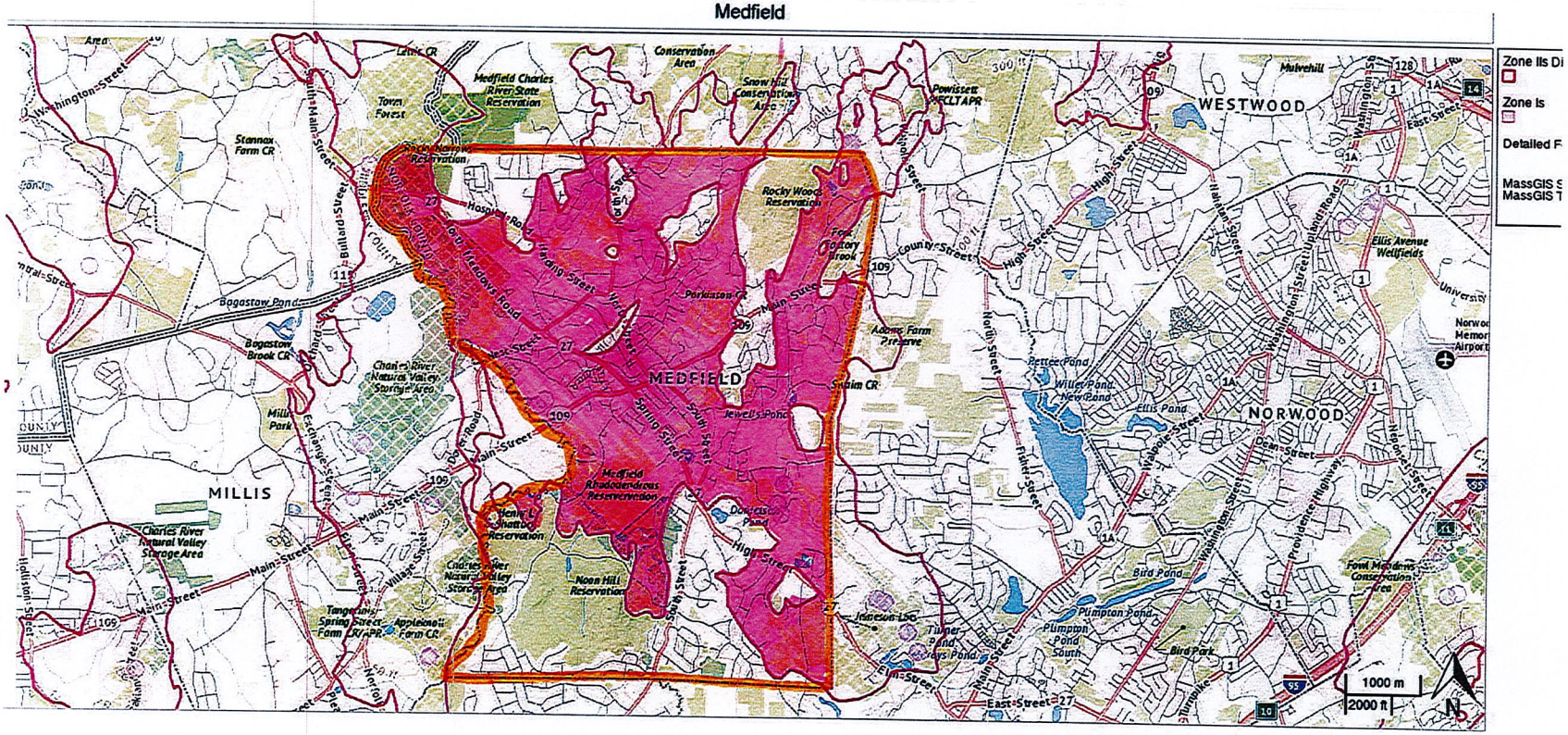
I encourage the Town of Medfield to adopt a bylaw that will meet the requirements of the above referenced regulations. Doing so will help protect water quality for Town residents now and in the future. If you have any questions regarding the above and attached information, please contact me at (860) 747-1665.

Respectfully,

Robert Gallo

Robert Gallo, P.E.
Colonial Water Company/
New England Service Company

Medfield


MEDFIELD
WESTWOOD
NORWOOD
MILLIS
Zone IIs Di
Zone Is
Detailed F
MassGIS S
MassGIS T
1000 m
2000 ft

The Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
Office of Facilities Maintenance and Management
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108

Tel: (617) 727-4050

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MICHAEL J.HEFFERNAN
SECRETARY
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE
COMMISSIONER

November 15, 2019

Enbridge Gas Transmission
(Formerly Spectra Energy)
5400 Westheimer Court
Houston, TX, 77056-5310

Re: **Activity and Use Limitation Notification**
Former Medfield State Hospital
45 Hospital Road
Medfield, Massachusetts

To Whom It May Concern:

In accordance with 310 Code of Massachusetts Regulations (CMR) 40.1074(1)(d) of the Massachusetts Contingency Plan, the Division of Capital Asset Management and Maintenance (DCAMM) has prepared this notification letter related to an Activity and Use Limitation (AUL) to be applied to the Site at 45 Hospital Road, Medfield, Massachusetts (the Site). This letter and the attached AUL are provided to the Enbridge Gas Transmission (formerly Spectra Energy) related to your 20-foot wide Algonquin Gas Transmission easement at the Site. The Site is shown on a plan recorded in the Norfolk Registry of Deeds in Plan Book 426, Plan 829 of 1994, and the gas line easement is listed in Book 3057, Page 067.

Asbestos is present at the Site. Soil and fill and was remediated through relocation and placement of a cover system. Within the easement, soils were not excavated within two feet of the gas line to limit disturbance. Post-excavation, an orange demarcation layer was placed on the final excavation surface, and a minimum of three feet of clean cover were overlain on the demarcation layer. The gas line is therefore at least five feet below finished grade. No additional remediation is required in the easement. The AUL restrictions and requirements for future disturbance of soil or fill in the easement are provided in the attached AUL.

In accordance with 310 CMR 40.1074(1)(d) this notification fulfills the requirement to notify recorded interest holders. The AUL will be recorded 30 days following the date you receive this

letter by certified mail, unless you grant a waiver of the 30-day notification period to the owner (DCAMM). The AUL will be filed at the Norfolk County Registry of Deeds and must be referenced in any future deed or easement transfer and/or easement modification.

Sincerely,

Jason Kruckas
Senior Operations Manager
Division of Capital Asset Management and Maintenance
Office of Facilities Management and Maintenance

CC Kristine Trierweiler, Medfield Town Administrator
John Thompson, LSP, Medfield State Hospital Buildings & Ground Committee
William Massaro, Medfield Resident
Margaret R. Stolfa, Environmental Counsel

BoS

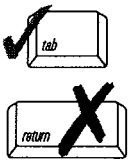
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

A. General Information

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



From:

Medfield Conservation Commission
Conservation Commission

To: Applicant

Peter and Lindsay Bingenheimer
Name

19 Marlyn Drive
Mailing Address

Medfield | MA | 02052
City/Town | State | Zip Code

Property Owner (if different from applicant):

Name

Mailing Address

City/Town | State | Zip Code

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

Title	Date
Proposed Deck and Tree Cutting Plan of Land In Medfield, MA	August 29, 2019
Bingerhimer Residence, Existing Deck Support Layout Plan, pages 1 & 2	August 6, 2019
Bingerhimer Residence, Proposed Deck Support Layout Plan, pages 3 & 4	August 6, 2019

2. Date Request Filed:

October 1, 2019

B. Determination

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

Project Description (if applicable):

The applicant proposes to remove 13 white pine trees on their property. One tree is in the 50-Foot No-Disturb Zone under the Medfeild Wetlands Bylaw, Chapter 290. Twelve trees are in the Bordering Vegetated Wetlands Resource Area under both the Medfield Wetlands Bylaw, Chapter 290 and the Massachusetts Wetlands Protection Act, M.G.L. c. 131, Section 40 and its associated Rules and Regulations, 310 CMR 10:00. Also proposed is the removal of 2 small red plum trees and one additional white pine in the 100-foot Buffer zone. The applicant proposes to modify an existing deck and expand an existing patio,

Project Location:

19 Marlyn Road | Medfield
Street Address | City/Town

72 | 099
Assessors Map/Plat Number | Parcel/Lot Number

B. Determination (cont.)

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

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

☒ 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

☐ 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

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

Bordering Vegeted Wetlands and 50-Foot No-Disturb Resource Area

☒ 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

☒ 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

☒ 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Medfield, Massachusetts
Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Medfield Wetlands Bylaw	Chapter 290
Name	Ordinance or Bylaw Citation

B. Determination (cont.)

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

_____

_____

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

☐ Alternatives limited to the lot on which the project is located.

☐ Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.

☐ Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.

☐ Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

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

☐ 1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.

☐ 2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.

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

_____

_____

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

B. Determination (cont.)

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

Exempt Activity (site applicable statuatory/regulatory provisions)

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

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Name

Ordinance or Bylaw Citation

C. Authorization

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

☒ by hand delivery on

on or about November 7, 2019
Date

☐ by certified mail, return receipt requested on

Date

LESLEE ANN WILLITTS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 8, 2025

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

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html) and the property owner (if different from the applicant).

Signatures:

November 7, 2019
Date

D. Appeals

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

Bos

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

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

A. General Information

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

From:

Medfield Conservation Commission
Conservation Commission

To: Applicant

Seth King
Name

39 Powisset Street
Mailing Address

Dover | MA | 02030
City/Town | State | Zip Code

Property Owner (if different from applicant):

The Trustees of Reservation
Name

200 High Street
Mailing Address

Boston | MA | 02110
City/Town | State | Zip Code

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

Title	Date
Photo Log of Chickering Pond at Rocky Woods - seven photos	October 2019
Bench cutting cross- section	n/a

2. Date Request Filed:

October 8, 2019

B. Determination

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

Project Description (if applicable):

The applicant proposes the rerouting of a hiking trail at Rocky Woods Reservation.

Project Location:

38 Hartford Street
Street Address

Medfield
City/Town

76
Assessors Map/Plat Number

001
Parcel/Lot Number

B. Determination (cont.)

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

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

☐ 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

☐ 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

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

☐ 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

☐ 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

☐ 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name | Ordinance or Bylaw Citation

B. Determination (cont.)

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

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

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

Negative Determination

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

☐ 1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.

☐ 2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.

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

See Attached.

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

B. Determination (cont.)

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

Exempt Activity (site applicable statuatory/regulatory provisions)

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

Medfield
Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Medfield Wetlands Bylaw — Name

Chapter 290 — Ordinance or Bylaw Citation

C. Authorization

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

☒ by hand delivery on

November 7, 2019
Date

☐ by certified mail, return receipt requested on

Date

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

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see http://www.mass.gov/eea/agencies/massdep/about/contacts/find-the-massdep-regional-office-for-your-city-or-town.html) and the property owner (if different from the applicant).

Signatures:

November 7, 2019
Date

D. Appeals

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

NEGATIVE
DETERMINATION OF APPLICABILITY

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

Applicant: **Seth King (The Trustees of Reservation)**

Location of Project: 38 Hartford Street
Medfield, MA 02052

PROJECT DESCRIPTION

The applicant propose to reroute an existing trail at Rocky Woods Reservation at Chickering Pond. Parts of the trail are within the 50-Foot Resource Area (Bylaw) and 100-Foot Buffer Zone of Bank and Bordering Vegetated Wetlands. The trail will be hand dug. Retaining walls may be installed where needed. Erosion controls shall be used in the section of trail closest to Chickering Pond.

SPECIAL CONDITIONS

1. All work shall conform to
   A. Title: Request for Determination of Applicability
   Dated: Signed: October 1, 2019; Received: October 8, 2019
   Signed by: Seth King
   on file with: Medfield Conservation Commission

2. Any change from the approved plan must be reviewed by the Conservation Commission prior to the start of work. Any change in plan may require a separate filing of a Request for Determination of Applicability or Notice of Intent.

3. All work equipment related to the proposed project shall enter the site using the existing driveway/parking lot.

4. Erosion controls shall be installed at closest section of trail work to Chickering Pond and shall be inspected by the Commission or its agent.

5. To prevent contamination of the aquifer supplying water to the Town, no herbicides, pesticides (except on the person), or any other harmful chemicals shall be used on that area of the garden within the 100-foot buffer zone, and any fertilizers used on that part of the grass area shall be of the low-nitrogen variety.

6. No yard waste, including without limitation grass clippings, branches, leaves, bark mulch, and stones, shall be disposed of or placed in the resource areas shown on the Plan.

7. The Conservation Commission reserves the right to require additional conditions if it deemed necessary to protect the resource areas and interests as defined in MGL Chapter 131 Section 40, 310 CMR 10.00 and the Medfield Wetlands Bylaw, Chapter 290.

8. Within 30 days of completion of the project, the site shall be inspected by the Commission or its agent.

BoS

Medfield Conservation Commission
459 Main Street, Town House
Medfield, Massachusetts 02052

Wetlands, Chapter 290

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

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

DEP File Number:
214-0663
151 North St.
Provided by DEP

A. Project Information

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

1. This Certificate of Compliance is issued to:

John and Lauren Zebron
Name

151 North Street
Mailing Address

Medfield | MA | 02052
City/Town | State | Zip Code

2. This Certificate of Compliance is issued for work regulated by a final Order of Conditions issued to:

John and Layren Zebron
Name

May 3, 2018 | 214-0663
Dated | DEP File Number

3. The project site is located at:

151 North Street | Medfield
Street Address | City/Town

49 | 042
Assessors Map/Plat Number | Parcel/Lot Number

the final Order of Condition was recorded at the Registry of Deeds for:

Property Owner (if different)

Norfolk - May 8, 2018 | 35969 | 8
County | Book | Page

Document Number 36356
Certificate

4. A site inspection was made in the presence of the applicant, or the applicant's agent, on:

September 17, 2019 - applicant was present
Date

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

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

DEP File Number:

214-0663
151 North St.
Provided by DEP

B. Certification

Check all that apply:

☒ **Complete Certification**: It is hereby certified that the work regulated by the above-referenced Order of Conditions has been satisfactorily completed.

☐ **Partial Certification:** It is hereby certified that only the following portions of work regulated by the above-referenced Order of Conditions have been satisfactorily completed. The project areas or work subject to this partial certification that have been completed and are released from this Order are:

_____

_____

☐ Invalid Order of Conditions: It is hereby certified that the work regulated by the above-referenced Order of Conditions never commenced. The Order of Conditions has lapsed and is therefore no longer valid. No future work subject to regulation under the Wetlands Protection Act may commence without filing a new Notice of Intent and receiving a new Order of Conditions.

☒ **Ongoing Conditions**: The following conditions of the Order shall continue: (Include any conditions contained in the Final Order, such as maintenance or monitoring, that should continue for a longer period).

Condition Numbers:

As per Condition 83, 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.

LESLEE ANN WILLITTS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
August 8, 2025

C. Authorization

Issued by:

Medfield Conservation Commission
Conservation Commission

Nov. 7, 2019
Date of Issuance

This Certificate must be signed by a majority of the Conservation Commission and a copy sent to the applicant and appropriate DEP Regional Office (See http://www.mass.gov/dep/about/region/findyour.htm).

Signatures:

LESLIE ANN WILLITS
Notary Public
My Commission Expires
August 1, 2025

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 8B – Certificate of Compliance

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

DEP File Number:

214-0663
151 North St.
Provided by DEP

D. Recording Confirmation

The applicant is responsible for ensuring that this Certificate of Compliance is recorded in the Registry of Deeds or the Land Court for the district in which the land is located.

Detach on dotted line and submit to the Conservation Commission.

To:

Medfield Conservation Commission
Conservation Commission

Please be advised that the Certificate of Compliance for the project at:

151 North Street — Project Location
214-0663 — DEP File Number

Has been recorded at the Registry of Deeds of:

Norfolk
County

for:

Property Owner

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

Date — Book — Page

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

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

Document Number

Signature of Applicant

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 #:214-0663
eDEP Transaction #:1013718
City/Town:MEDFIELD

A. General Information

1. Conservation Commission: MEDFIELD
2. Issuance: a. ☑ OOC b. ☐ Amended OOC
3. Applicant Details

a. First Name	JOHN AND LAUREN		b. Last Name	ZEBRON	
c. Organization					
d. Mailing Address	151 NORTH STREET				
e. City/Town	MEDFIELD	f. State	MA	g. Zip Code	02052

4. Property Owner

a. First Name	JOHN AND LAUREN		b. Last Name	ZEBRON	
c. Organization					
d. Mailing Address	151 NORTH STREET				
e. City/Town	MEDFIELD	f. State	MA	g. Zip Code	02052

5. Project Location

a.Street Address	151 NORTH STREET		
b.City/Town	MEDFIELD	e. Zip Code	02052
d. Assessors Map/Plat#	49	e. Parcel/Lot#	042
f. Latitude	42.11.40N	g. Longitude	71.30969W

6. Property recorded at the Registry of Deed for:

a. County	b. Certificate	c. Book	d. Page
NORFOLK		32902	166

7.Dates

a. Date NOI Filed : 3/14/2018 b. Date Public Hearing Closed: 4/5/2018 c. Date Of Issuance: 5/3/2018

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:
PROPOSED HOUSE ADDITION PLAN AT NO. 151 NORTH STREET 1 SHEET	RIM ENGINEERING CO., INC	CRAIG E. CYGAWNOSKI, #40406	02/28/2018	1"=40'

B. Findings

1.Findings pursuant to the Massachusetts Wetlands Protection Act

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

Check all that apply:

a. ☑ Public Water Supply	b. ☑ Land Containing Shellfish	c. ☑ Prevention of Pollution
d. ☑ Private Water Supply	e. ☑ Fisheries	f. ☑ Protection of Wildlife Habitat

g. ☑ Ground Water Supply h. ☑ Storm Damage Prevention i. ☑ Flood Control

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

Approved subject to:

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

Denied because:

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

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

3. ☑ Buffer Zone Impacts:Shortest distance between limit of project disturbance and the wetland resource area specified in 310CMR10.02(1)(a). 34 a. linear feet

Inland Resource Area Impacts:(For Approvals Only):

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

Cubic Feet Flood Storage	c. cubic feet	d. cubic feet	e. cubic feet	f. cubic feet
9.☐ Riverfront Area	a. total sq. feet	b. total sq. feet		
Sq ft within 100 ft	c. square feet	d. square feet	e. square feet	f. square feet
Sq ft between 100-200 ft	g. square feet	h. square feet	i. square feet	j. square feet

Coastal Resource Area Impacts:

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

" Massachusetts Department of Environmental Protection"
[or 'MassDEP"]
File Number :"214-0663"

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

NOTICE OF STORMWATER CONTROL AND MAINTENANCE REQUIREMENTS

19. The work associated with this Order(the "Project") is (1) ☐ is not (2) ☑ subject to the Massachusetts Stormwater Standards. If the work is subject to Stormwater Standards, then the project is subject to the following conditions;

a) All work, including site preparation, land disturbance, construction and redevelopment, shall be implemented in accordance with the construction period pollution prevention and erosion and sedimentation control plan and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Construction General Permit as required by Stormwater Standard 8. Construction period erosion, sedimentation and pollution control measures and best management practices (BMPs) shall remain in place until the site is fully stabilized.

b) No stormwater runoff may be discharged to the post-construction stormwater BMPs unless and until a Registered Professional Engineer provides a Certification that: *i.* all construction period BMPs have been removed or will be removed by a date certain specified in the Certification. For any construction period BMPs intended to be converted to post construction operation for stormwater attenuation, recharge, and/or treatment, the conversion is allowed by the MassDEP Stormwater Handbook BMP specifications and that the BMP has been properly cleaned or prepared for post construction operation, including removal of all

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

c) The landowner is responsible for BMP maintenance until the issuing authority is notified that another party has legally assumed responsibility for BMP maintenance. Prior to requesting a Certificate of Compliance, or Partial Certificate of Compliance, the responsible party (defined in General Condition 19(e)) shall execute and submit to the issuing authority an Operation and Maintenance Compliance Statement ("O&M Statement") for the Stormwater BMPs identifying the party responsible for implementing the stormwater BMP Operation and Maintenance Plan ("O&M Plan") and certifying the following: i.) the O&M Plan is complete and will be implemented upon receipt of the Certificate of Compliance, and ii.) the future responsible parties shall be notified in writing of their ongoing legal responsibility to operate and maintain the stormwater management BMPs and implement the Stormwater Pollution Prevention Plan.

d) Post-construction pollution prevention and source control shall be implemented in accordance with the long-term pollution prevention plan section of the approved Stormwater Report and, if applicable, the Stormwater Pollution Prevention Plan required by the National Pollutant Discharge Elimination System Multi-Sector General Permit.

e) Unless and until another party accepts responsibility, the landowner, or owner of any drainage easement, assumes responsibility for maintaining each BMP. To overcome this presumption, the landowner of the property must submit to the issuing authority a legally binding agreement of record, acceptable to the issuing authority, evidencing that another entity has accepted responsibility for maintaining the BMP, and that the proposed responsible party shall be treated as a permittee for purposes of implementing the requirements of Conditions 19(f) through 19(k) with respect to that BMP. Any failure of the proposed responsible party to implement the requirements of Conditions 19(f) through 19(k) with respect to that BMP shall be a violation of the Order of Conditions or Certificate of Compliance. In the case of stormwater BMPs that are serving more than one lot, the legally binding agreement shall also identify the lots that will be serviced by the stormwater BMPs. A plan and easement deed that grants the responsible party access to perform the required operation and maintenance must be submitted along with the legally binding agreement.

f) The responsible party shall operate and maintain all stormwater BMPs in accordance with the design plans, the O&M Plan, and the requirements of the Massachusetts Stormwater Handbook.

g) The responsible party shall:

1. Maintain an operation and maintenance log for the last three (3) consecutive calendar years of inspections, repairs, maintenance and/or replacement of the stormwater management system or any part thereof, and disposal (for disposal the log shall indicate the type of material and the disposal location);
2. Make the maintenance log available to MassDEP and the Conservation Commission ("Commission") upon request; and
3. Allow members and agents of the MassDEP and the Commission to enter and inspect the site to evaluate and ensure that the responsible party is in compliance with the requirements for each BMP established in the O&M Plan approved by the issuing authority.

h) All sediment or other contaminants removed from stormwater BMPs shall be disposed of in accordance with all applicable federal, state, and local laws and regulations.

i) Illicit discharges to the stormwater management system as defined in 310 CMR 10.04 are prohibited.

j) The stormwater management system approved in the Order of Conditions shall not be changed without the

prior written approval of the issuing authority.

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.

D. Findings Under Municipal Wetlands Bylaw or Ordinance

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

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

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

1. Municipal Ordinance or Bylaw _____ 2. Citation _____

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

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

1. Municipal Ordinance or Bylaw WETLANDS 2. Citation CHAPTER 290

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

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

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.

5/3/2018
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.

7
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:

☒ by hand delivery on May 3, 2018

Date

☐ by certified mail, return receipt requested, on

Date

F. Appeals

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

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

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

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:

151 NORTH STREET
Project Location

214-0663
MassDEP File Number

Has been recorded at the Registry of Deeds of:

County Book Page

for:

Property Owner JOHN AND LAUREN ZEBRON

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. 214-0663

ORDER OF CONDITIONS
with Findings of Facts

Applicant:	John and Lauren Zebron
Owner:	Same
Location of Land:	**151 North Street, Medfield, MA 02052** **Assessor Map 49, Parcel 042**

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 removal of an existing garage and construction of a two-car garage and addition to an existing single-family house including a front porch and new steps. Two dry wells for roof drainage will be installed. The work is mainly on the south side of the house, ±70 feet from the wetlands. A small portion of the driveway will be re-configured. Three Norway maples will be removed. The exposed root ball of a downed tree will be removed. All work is at 151 North Street, Medfield, MA, Assessor Map 49, Parcel 042.

The Notice of Intent was received on March 14, 2018. A revised Notice was received March 21, 2018. The site plan is dated February 28, 2018. Notice of the public hearing was published in the Medfield Press on March 30, 2018. The public hearing was held on April 5, 2018. The public hearing was closed on April 5, 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. A small portion of the front porch is within the 50-foot No-Disturb Resource 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. 214-0663."** 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 siltation control barrier shall be installed along the line marked on the Plan of Record as "Proposed Siltation Control Limit of Work". **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 slab foundation shall be removed immediately. No stockpiling of demolition debris shall remain on site overnight.

54. Other than the backfill material needed around the proposed slab 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:	March 9,2018; received: March 14, 2018; revised: March 21, 2018
	Signed by:	John E. Zembron, the applicant and Russell Waldron, the applicant's representative
	on file with:	Medfield Conservation Commission (MCC)
B)	Title:	"Proposed House Addition Plan at 151 North Street in Medfield, MA - One Sheet

Dated:	February 28, 2018
Prepared by:	RIM Engineering Co., Inc., Stamped by Craig E. Cygawnoski, R LS # 40406
on file with:	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 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 sedimentation control devices shall be inspected after each storm event and repaired or replaced as necessary. Any accumulated silt adjacent to the barriers shall be removed.

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

69. 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 **151 North 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 **151 North 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.

Gmail by Google

Evelyn Clarke <eclarke@medfield.net>

Verizon Fios TV - LFA Notification

1 message

Connors, Niall S <niall.s.connors@verizon.com> Thu, Nov 21, 2019 at 8:54 AM

Dear Municipal Official:

This is to notify you of an upcoming change to Fios® TV programming.

On or after January 1, 2020, Music Choice will discontinue its Music Choice Play video channel on Fios® channel 1799. Music Choice Play will still be accessible to residential customers via Music Choice's digital offering via the Music Choice App or on Fios® TV VMS and Fios® One set top boxes. This is a provider-driven change.

Verizon is notifying subscribers through the Fios® Tv Message Center. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,

verizon

Niall Connors

Franchise Service Manager
Fios Video Franchising
Verizon Consumer Group

O 857 415 5123
M 781 715 7058
6 Bowdoin Square
Floor 10
Boston, MA 02114

Customer Notice MC.pdf
40K

verizon

Fios® TV Programming Change

On or after February 15, 2020 the Hustler (ch 1005), Brazzers (ch 951), Reality Kings (ch 952) and Playboy (ch 950) adult content subscription and related on-demand content will no longer be available on Fios TV.

COMCAST

November 19, 2019

RECEIVED
NOV 20 2019
MEDFIELD SELECTMEN

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

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we're committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. As we continue to invest in our network, products, and services, the cost of doing business rises. Programming fees - the cost associated with carrying the programming our customers demand, especially broadcast television and sports programming - continue to rise each year and are one of our biggest expenses. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2019, prices for certain services and fees will be increasing. Please see the enclosed Customer Notices for more information.

While some prices may increase, we continue to invest in technology to drive innovation. We work hard to bring our customers great value every day and exciting new developments, including:

- Xfinity Stream app included with Xfinity TV has the most free shows and movies
- Apps like Netflix, Pandora, Amazon, and YouTube integrated on our X1 platform and easily accessed using out Voice Remote
- 163,000+ shows and movies on Xfinity On Demand
- Enhanced control of in-home WiFi with Xfinity xFi
- Advanced security with the Xfinity Wireless Gateway
- The fastest Internet speeds in the country
- 19 million Xfinity WiFi hotspots nationwide

Also, effective December 20, 2019, AnyRoom DVR Service will no longer be available for new subscriptions. If you currently have AnyRoom DVR Service you will continue to receive this service until you make a change or you receive further notice.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 508.884.2326.

Sincerely,

Robert F. Sullivan

Robert F. Sullivan, Sr. Manager
Government Affairs

Attachment: Customer Notices

Important Information Regarding Xfinity Services and Pricing

Effective December 20, 2019

To our viewers, streamers, gamers, and online shoppers,

At Xfinity, we love keeping you connected to what matters most. We're proud to deliver exciting experiences you won't find anywhere else.

We want to let you know about some improvements we've made to your services, and also to tell you the cost of some of our services will be increasing. Nobody likes price increases, including us, but they happen periodically for a few reasons. Network programming fees—the amount networks charge us to put their channels on our cable system—go up every year, and they are among our biggest expenses. While we absorb some of these costs, these fee increases affect service pricing.

We continue to invest in our products and services. These investments lead to big improvements year after year, including:

- Powerful in-home WiFi and a more reliable network with more capacity
- The fastest Internet speeds in the country
- Exciting new technology you depend on, and the integration of the apps you use every day
- Thousands of shows and movies available to watch on any screen, for our TV and Internet customers alike

You deserve the best, so we won't compromise on the experiences we create for you. As always, we sincerely thank you for being an Xfinity customer.

Your Xfinity Team

If you have a promotional offer with your services right now or you are on a minimum term agreement for your services, the prices for those specific services will not be affected during the applicable period. However, equipment charges, charges for additional features, taxes, and other fees, including the Broadcast TV Fee and Regional Sports Network Fee, are subject to change and could affect the overall amount you pay during the applicable period. When your promotional offer or contract term ends, your price for those services will reflect our new package prices.

Experience the benefits of Xfinity

Xfinity Internet:

The fastest Internet speeds in the country, including offering 1 Gigabit download speeds, available to 90% of our customers

19 million Xfinity WiFi hotspots nationwide

Xfinity TV:

Xfinity Stream app included with Xfinity TV has the most free shows and movies

Stream apps like Netflix, Pandora, Prime Video, and YouTube on X1 with the Voice Remote

163,000+ shows and movies on Xfinity On Demand

More details on these price changes are enclosed. For additional information, go to xfinity.com/pricechanges. For details on Xfinity features included with your service, see my.xfinity.com.

Medfield, MA

87731000 (0570)

P047AJ19

Important Information Regarding Xfinity Services and Pricing

Effective December 20, 2019

QUAD PLAY PACKAGES	Current	New
with Xfinity Home Security add	$39.95	$30.00
with Xfinity Home Security Plus add	$49.95	$40.00

XFINITY® TV	Current	New
Broadcast TV Fee	$9.75	$14.10
Franchise Costs	$1.04	$1.00
Regional Sports Fee	$8.25	$8.75
Starz®	$12.00	$8.99
TV Box Limited Basic	$2.50	$4.60
HD TV Box Limited Basic	$2.50	$4.60
TV Box	$2.50	$4.60
Remote	$.18	$.40
Service to Additional TV - with CableCARD	$7.27	$4.95
Customer-Owned Video Equipment Credit	$2.50	$5.00

XFINITY® Internet	Current	New
Performance - Xfinity Internet Service Only	$74.95	$77.95
Performance - with Xfinity TV or Voice Service	$61.95	$64.95
Performance Pro - Xfinity Internet Service Only	$89.95	$92.95
Performance Pro - with Xfinity TV or Voice Service	$76.95	$79.95
Blast! - Xfinity Internet Service Only	$94.95	$97.95
Blast! - with Xfinity TV or Voice Service	$81.95	$84.95
Extreme Pro - Xfinity Internet Service Only	$99.95	$102.95
Extreme Pro - with Xfinity TV or Voice Service	$86.95	$89.95
Gigabit - Xfinity Internet Service Only	$104.95	$107.95
Gigabit - with Xfinity TV or Voice Service	$91.95	$94.95
Modem Rental	$13.00	$14.00
Gigabit Pro Speed Upgrade	$238.00	$235.00

Medfield, MA

Important Information – Price Changes
November 19, 2019
Additional Information

In addition to the price changes listed in the enclosed general **Important Information Regarding Xfinity Services and Pricing**, customers receiving the services below will receive a bill message regarding the pricing change to their service.

Bill Message Text:
"PRICING UPDATE: In addition to the price changes listed on the general Important Information Regarding Xfinity Services and Pricing, on December 20, 2019, the price of [package or service name from below] will increase/decrease from $XX.XX to $XX.XX per month. Prices exclude taxes and fees."

XFINITY® TV	Current	New
Curiosity Stream OnDemand Subscription	$5.99	$2.99

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS	Current	New
Stream TV w/ HBO	$10.00	$15.00
Basic Latino TV	$25.27	$28.27
MultiLatino Ultra Package	$76.22	$79.72
Performance Internet + Limited Basic		
Weston	$74.94	$77.94
West Bridgewater	$76.94	$79.94
Medfield	$83.94	$86.94
Bernardston, Swampscott	$87.94	$90.94
Economy Plus Latino Double Play	$109.22	$112.22
Starter XF Double Play	$129.22	$132.22
Starter Latino Double Play	$129.22	$132.22
Economy XF Triple Play	$156.85	$159.85
Premier Sports Double Play w/ Performance Internet	$189.17	$192.17
Premier Sports Double Play w/ Blast! Internet	$207.17	$212.17
Premier Double Play w/ Blast! Internet	$212.17	$217.17

JOSEPH P. KENNEDY III
4TH DISTRICT, MASSACHUSETTS

COMMITTEE ON ENERGY AND COMMERCE
SUBCOMMITTEE ON HEALTH
SUBCOMMITTEE ON COMMERCE, MANUFACTURING, AND TRADE
SUBCOMMITTEE ON OVERSIGHT AND INVESTIGATIONS

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House of Representatives
Washington, DC 20515-2104

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(617) 332-3333

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SUITE 200
ATTLEBORO, MA 02703
(508) 431-1110

October 31, 2019

Ms. Kristine Trierweiler
Medfield Cares About Prevention
459 Main Street
Medfield. MA 02052

Dear Kristine,

I am writing to personally congratulate you and the Medfield Cares About Prevention Coalition for being awarded a FY-2019 Drug-Free Communities Support Program Grant. The highly competitive grant of $125,000 was announced on October 29, 2019 by the White House Office of National Drug Control Policy in conjunction with the Substance Abuse and Mental Health Services Administration.

The Drug-Free Communities Support Program Grant will assist the Medfield Cares Coalition in fulfilling its mission to enrich the lives of Medfield residents, build a stronger community, and prevent youth substance abuse. The Coalition will be better positioned to have a positive impact on the lives of young people by implementing their proven strategies of providing information and support, enhancing skills, providing incentives and disincentives, changing the physical environments, modifying policies, and targeting alcohol and electronic vapor products.

Again, I congratulate you and the Medfield Cares Coalition on receiving the grant and fully support your mission of community engagement. Our youth represent the future and the more positive impact we have on their lives today will make for a better tomorrow for all. It is an honor and a privilege to represent you and the Medfield Cares Coalition in Congress.

Sincerely,



Joseph P. Kennedy III
Member of Congress

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Franklin, MA 02038
Phone: 508-966-6000
Fax: 508-966-4861
www.nrcc.com

November 15, 2019

NRC Job #129774

Mr. Kevin W. Daoust, Section Chief
Emergency Response / Bureau of Waste Site Cleanup
Commonwealth of Massachusetts
Executive Office of Environmental Affairs
Department of Environmental Protection
Central Regional Office
8 New Bond Street
Worcester, MA 01606

RE ***Revised Permanent Solution Statement with No Conditions***
Commercial Property, 242 Main Street, Medfield, MA 02052
Release Tracking Number (RTN) 2-20634

Potential Responsible Party: Marshall's #1041
242 Main Street
Medfield, MA 02052
c/o
Stericycle
Mr. Mark Cater, Manager, Emergency Response
T877.577.2669 x1
Mark.cater@stericycle.com

Property Owner(s): OCW Retail Medfield, LLC
Wilder Co's Prudential Tower
800 Boylston Street, Suite 1300
Boston, MA 02199
Mr. Matthew Joyce, Asset Manager
C617.438.6267
Mjoyce@wilderco.com

Dear Mr. Daoust:

The purpose of this submittal is to supply the Massachusetts Department of Environmental Protection (MassDEP) with a *Revised Permanent Solution Statement (with No Conditions)* for the referenced site. This submittal has been prepared by NRC East Environmental Services, Inc. (NRC), on behalf of The TJX Companies, Inc., 770 Cochituate Road c/o Tax Dept. J5S, Framingham, MA 01701 (parent company of Marshall's) to address compliance requirements outlined in MassDEP's recent *Administrative Consent Order with Penalty* (*ACOP*) for Release Tracking Number (RTN) 2-20634. This submittal has been provided as an attachment tc an original *Permanent and Temporary Solution Statement* (BWSC104) via MassDEP's eDEP Online Filing System; a copy is provided in **Appendix A**. Refer to **Figure 1**, the Site Locus, for the regional location of the site and **Figure 2**, the Site Plan, for additional details of the site itself. Massachusetts Geographical Information System (MassGIS) data are provided as **Figure 3**.

It should be noted that a *Release Notification Form (RNF)* and *Permanent Solution Statement* were previously submitted to the MassDEP for this site on October 19, 2018. Although it is NRC's opinion that the release was adequately closed at that time under the Massachusetts Contingency Plan (MCP), 310 CMR 40.0000, it was MassDEP's opinion that the initial submittal did not adequately "establish Background as defined at 310 CMR 40.0006 and the potential risk to the environment by direct sampling and testing in the area of stormwater outfall in the wetland area...". To this end, the requirement to evaluate Background and revise the initial submittal was included in the *ACOP*. NRC considers this subject submittal an "addendum" and so the original documents may contain pertinent information not necessarily reiterated in this *Revised Permanent Solution Statement*. With this in mind, the original documents should be reviewed for content and are herein included by reference.

Completed Immediate Response Action Highlights

NRC was retained on August 22, 2019 by MassDEP and then by Marshall's and/or its environmental management vendor to respond to the initial release and complete the clean-up activities and later, to provide LSP services. To provide some historic perspective, NRC provides the following highlights:

August 22, 2018: NRC responded to the estimated 20-gallon hydraulic oil release to find MassDEP on site. As directed by MassDEP, NRC applied granular absorbents to the release area (i.e., concrete loading dock, portions of the compactor itself, and the asphalt and concrete ground surfaces), worked them in with brooms, swept them up, and placed them into a total of three Department of Transportation (DOT)-approved 55-gallon metal drums that were sealed, labelled, and ultimately removed from the site for proper disposal.

NRC also applied a degreasing agent and pressured washed the surfaces; in NRC's opinion the release area measured approximately 900 square feet. The wash and rinsate were collected with the use of a vacuum truck. A nearby storm drain catch basin was also skimmed and then pumped of its contents. The liquids wastes were ultimately removed from the site for proper disposal.

MassDEP and NRC collectively inspected a nearby surface water body (i.e., detention basin); a slight discontinuous sheen was observed where the basin's effluent piping discharged into the body. As a precautionary measure, NRC left absorbent boom and padding within the basin and at the piping discharge.

September 12, 2018: An NRC Scientist visited the site to review the release area and complete an inspection. Overall, the asphalt/concrete surfaces within the release area appeared free and clean of hydraulic oil except for minor residual staining that was anticipated to dissipate with time. Any asphalt/concrete seams appeared sealed and competent. No large voids, cracks, or other penetrations were observed within this area. A few minor cracks within the asphalt were observed but upon further inspection, they appeared to consist of multiple layers of asphalt and thus, potential migration to underlying media was not a concern.

The subject catch basin was also observed; it was found clean and free of overt evidence of hydraulic oil and no unusual observations were noted. The Scientist also observed the piping discharge at the surface water body; the area was dry with no sign of hydraulic oil.

September 13, 2018: Based on the previous day's observations, NRC returned to the site, collected the absorbent boom and padding that had been left in the basin and at the piping discharge, and placed it into a total of two DOT-approved 55-gallon metal drums that were sealed, labelled, and ultimately removed from the site for proper disposal.

October 1, 2018: NRC reviewed precipitation levels for the Town of Medfield on August 19, 20, 21, and 22 via www.medfieldweather.com. Precipitation levels were reported as 0.09, 0.03, 0.00, and 0.56 inches, respectively. Based on the finite and relatively limited volume of hydraulic oil released; the manner in which it released (i.e., via spray); the large surface area over which it was released (i.e., relative lack of pooling); the application of granular absorbents the following day; and the fact that there was very little precipitation until the final response/remedy on August 22, 2018, it is NRC's opinion that only a minor portion of hydraulic oil is likely to have found its way to the subject catch basin and subsequently, to the surface water body. As noted during the September 12, 2018 inspection of the site, the area was dry with no sign of hydraulic oil at the piping discharge to the surface water body. To this end and in NRC's opinion at the time, no further assessment of these media (i.e., soil/sediment and/or surface water) were warranted.

Recently Completed Limited Assessment Activities

September 27, 2019: In response to MassDEP's requirement to evaluate Background, the LSP of Record visited the site to conduct an inspection and limited assessment activities. The LSP noted the presumed release area within the asphalt-paved lot to be clean and free of hydraulic oil but with locations of minor petroleum staining throughout. In the opinion of the LSP, the minor staining was more consistent with the day-to-day operations of the area than from a release of hydraulic oil from the commercial trash compactor. Day-to-day operations include goods loading/unloading from the Marshall's loading dock and significant heavy commercial vehicle and passenger vehicle traffic and parking. These areas would be subject to routine minor drips and releases of automotive petroleum-related fluids.

The LSP noted the surface areas to be competent with no significant cracks (and/or multiple layers of asphalt), voids, or other penetrations that might serve as a preferential pathway of hydraulic oil to the subsurface; that is with the exception of the subject storm drain catch basin located approximately 60 feet from the subject trash compactor. Based on the LSP's observations without removing the grated cover, the basin itself appeared clean and free of any overt evidence of oil.

The subject storm drain catch basin was observed to drain to the man-made detention basin (i.e., as described by MassDEP as "stormwater outfall...the wetland area") to the west of the subject release area. The detention basin is heavily vegetated, essentially filled with a significant volume of sediment that contains trash, debris, leaf litter, and detritus. The LSP also observed one or more large areas of brush dumping and some minor areas of trash dumping. The detention basin at the time of the visit contained only a small volume of standing water at its inlet, with a slight flow of surface water along its western-most edge, and a small volume of standing water at its outlet. The detention basin appeared clean and free of petroleum impact; specifically, a petroleum or other sheen was not observed on standing or other surface water and sediments did not emit a petroleum sheen when disturbed.

At each the outfall and effluent locations within the detention basin, the LSP obtained a sediment and surface water sample. **Figure 2**, the Site Plan, illustrates the sample locations. The sediment samples were black and highly organic in nature with some tan to brown sands. The samples were packaged, sealed, labeled (*A* and *B*, from the inlet and effluent areas, respectively), preserved, and transported to ESS Laboratory for analysis of extractable petroleum hydrocarbons with full target parameters. ESS published is Certificates of Analyses on October 17, 2019; copies are provided within **Appendix B** and the results for the sediment samples are compared against Method 1 S-1 Soil Standards as **Table 1**. As noted by the certificates and table for the sediment samples, only EPH C_{19}-C_{36} aliphatics were detected in samples *A* and *B* but at concentrations well below the Soil Standard; as noted by the certificates for surface water, no parameters were detected in either sample.

Disposal Site Characterization

I. Disposal Site Definition and Site Activity and Use [Current and Foreseeable]

As noted in the initial submittal, NRC had defined the release area itself (i.e., disposal site and *Permanent Solution Statement* boundaries) as including a portion of the concrete loading dock, trash compactor, and asphalt/concrete ground surface proximate to the shopping center building's southwest corner. The release area also includes the nearby storm drain catch piping, subsurface piping, and discharge to surface water body. NRC conservatively estimated the affected area measured approximately 900 square feet, or 0.0.2 acres.

Although in NRC's opinion, the minor detected concentrations of EPH C_{19}-C_{36} aliphatics in the sediment samples cannot affirmatively be attributed to the release of hydraulic oil from August of 2018, for the purposes of this exercise, sediment and surface water within the detention basin will also be conservatively added to the disposal site and *Permanent Solution Statement* boundaries. NRC's opinion that the minor detections in sediment cannot affirmatively be attributed to the subject release is based on the following:

- The subject release occurred over one year prior to collection and analysis of the current samples;
- The subject release was finite and limited to approximately 20 gallons spread over a significant area prior to migration to the subject catch basin and with potentially only a minor portion affecting the detention basin in the form of a slight discontinuous sheen at its influent;
- The release area is subject to heavy commercial and passenger vehicle traffic and parking with routine minor drips and spills of automotive petroleum-related fluids and which are all directed to the subject retention basin via sheet flow;
- NRC observed sediments in the detention basin that contained trash and debris;
- NRC observed signs of trash and other dumping in the detention basin;
- Based on select bullets above, the minor detections are likely to be the result of other sources and may actual be "Background" for the area.

II. Contaminants of Concern

A release of hydraulic oil was reported at this site. In accordance with MassDEP Publication #WSC-401-91, the most recent version of the MCP, and MassDEP Publication #WSC-02-411, Characterizing Risks Posed by Petroleum Contaminated Sites: *Implementation of MADEP VPH/EPH Approach, Final Policy,* October 31, 2002, to properly evaluate such a release, it is recommended that the assessment activities evaluate the impacted media for residual concentrations of extractable petroleum hydrocarbons (EPH) with full-list target parameters.

Soil/Sediment: As identified in **Table 1**, a minor residual concentration of EPH C_{19}-C_{36} aliphatics remains in each of the two samples and thus, a Contaminant of Concern (COC) is present in this medium.

Surface Water: Based on the recent non-detectable laboratory results, it is NRC's opinion that COCs are not present in this medium.

III. Exposure Points, Exposure Pathways, and Exposure Point Concentrations

Pursuant to Sections 310 CMR 40.0924 through 40.0926, an evaluation of the contaminant conditions was conducted to define exposure points, pathways, and exposure point concentrations (EPCs). For soil, exposure points are defined as the horizontal and vertical distribution of the contaminated soil in combination with the applicable soil category(ies). For groundwater, exposure points are measured at each wellhead or nearest top of a well screened within the horizontal and vertical distribution of the oil and hazardous material (OHM) in the groundwater resource itself. Exposure point pathways are defined, without limitation, as ingestion, inhalation, and/or dermal absorption of impacted media.

> Soil/Sediment: Based on the fact that a COC remains in this medium, it is NRC's opinion that exposure points, exposure pathways, and EPCs also exist. Soil EPCs are illustrated in **Table 1**.

Representativeness Evaluation

I. Conceptual Site Model (CSM)

As outlined in the initial submittal, a commercial trash compactor being operated at the site failed, causing hydraulic oil to spray to a nearby concrete loading dock surface, to portions of the surface of the compactor itself, and to the asphalt/concrete ground surface in the general vicinity. A nearby storm drain catch basin, subsurface effluent piping, and the discharge to detention/retention basin may also have been partially affected, resulting in a slight discontinuous sheen on a portion of the surface water body at the discharge. It is assumed that the compactor was immediately taken out of service and it was later repaired, thus serving to eliminate the primary source of the release.

Remedy activities included using absorbents, degreasing and pressure washing, recovery of wash/rinsate, recovery of liquids from the catch basin, deployment of absorbent boom and pads within the basin and at the discharge, and properly disposing of the wastes. These actions served to reduce and/or eliminate the secondary source(s) (i.e., impacted media) of the release. Observations following the activities did not identify the overt presence of oil other than minor residual staining proximate to the compactor itself, and that was expected to dissipate; no other media were believed impacted, and in NRC's opinion, no further actions were necessary to remedy the release; this opinion remains.

II. Use of Field/Screening Data/Sampling Rationale Number/Spatial Distribution and Handling of Samples

During the recent limited assessment activities, soil/sediment samples were obtained for screening via visual and olfactory techniques. Based on these techniques, samples were obtained and appropriately packaged, preserved, labeled, and transported via Chain of Custody documentation for confirmatory laboratory analysis. In general, screening and laboratory results correlate well, meaning that the lack of contaminants via visual and olfactory observations equated to relatively low (or no) contaminant concentrations identified by the lab.

A total of two soil/sediment and two surface water samples were obtained and used to characterize soil/sediment and surface water remaining at the site. Based on the size of the site, the correlation of screening and analytical data, and the nature and history of the release, it is NRC's opinion that the number, spatial distribution, and handling of samples was appropriate for characterization of this site. Field duplicates or trip blank samples were not considered necessary and thus, not collected.

III. Temporal Distribution of Samples

Based on the existing surface water results that reported non-detectable parameter concentrations, it is NRC's opinion that the gathering of temporal data for this site is not necessary.

IV. Completeness

It is NRC's opinion that the data set is not limited. As noted, the data set consists of no less than two soil/sediment and two surface water samples to characterize this small site and thus, the data set is also considered to be complete. The data set is considered to be acceptable to support this *Permanent Solution Statement* because of the field screening, its correlation with laboratory data, and the relative size of the disposal site.

V. Inconsistency and Uncertainty

Visual and olfactory observations, field screening, and laboratory results were generally well correlated. No inconsistency was identified between the final screening information and the confirmatory samples. There is not a lack of uncertainty in the data used to render this *Permanent Solution Statement* because the data set is not limited.

VI. Information Considered Unrepresentative

NRC did not identify any information that might be considered unrepresentative.

Data Usability Assessment

I. Analytical and Field Data

The sampling and analysis program was implemented in accordance with the guidelines established by the MassDEP in the "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data in Support of Response Actions Conducted Under the Massachusetts Contingency Plan, Final Policy WSC-CAM-VII A" dated May 21, 2004 and "The Compendium of Quality Assurance and Quality Control Requirements and Performance Standards for Selected Analytical Methods Used in Support of Response Actions for the Massachusetts Contingency Plan" (WSC #02-320), effective July 1, 2010 (CAM)."

NRC has reviewed the chain(s) of custody for the collected sample(s) and the laboratory report(s) for the analyzed sample(s). Where provided, the quality assurance/quality control (QA/QC) information indicates that the data is precise [e.g., lab control samples (LCS), LCS duplicates, and matrix duplicates are within acceptable ranges]; accurate [e.g., LCS, LCSD, matrix spikes, internal standards, surrogate recoveries, and calibrations are within acceptable ranges]; representative [e.g., dilutions and sample condition, preservation, and hold times are within acceptable ranges]; comparable [e.g., calibration and analytical methods are within acceptable ranges or appropriate]; complete [i.e., number of samples analyzed are appropriate]; and sensitive [e.g., method and instrument blanks, reporting limits, and analytical methods are within acceptable ranges or appropriate].

As defined in 310 CMR 40.0006, the term "sediments" means "all detrital and inorganic or organic matter situated on the bottom of lakes, ponds, streams, rivers, the ocean, or other surface water bodies." Since water levels in surface waters frequently vary, the definition is further clarified such that sediments are found in tidal waters below the mean high water line and below the upper boundary of a bank which abuts and confines a water body. This definition highlights the relationship between the sediment and an aquatic environment which could be affected by contamination present in the sediment. The definition of soil is more general ("any unconsolidated mineral and organic matter overlying bedrock that has been subjected to and influenced by geologic and other environmental factors") and specifically excludes sediments.

Method 1 Risk Characterization

This section presents a Method 1 Risk Characterization performed in accordance with 310 CMR 40.0970. The Method 1 Risk Characterization uses numerical standards to assess the risk of harm to human health, environment, and public welfare in accordance with the requirements of the MCP and guidance contained in MassDEP's "Guidance for Disposal Site Risk Characterization in Support of the Massachusetts Contingency Plan", dated July 1995. A separate risk characterization was performed to assess the risk of harm to safety, pursuant to 310 CMR 40.0971(5).

I. Applicability of Method 1

According to 310 CMR 40.0942 and 40.0971, a Method 1 Risk Characterization may be used to characterize the risk of harm to human health, public welfare and the environment if the following criteria are met:

MCP Method 1 Standards have been promulgated for each detected constituent in both soil and groundwater. The remaining COCs have only been detected in soil/sediment and Method 1 Standards have been promulgated for the detected constituents.

Constituents are limited to occurrence in soil and groundwater and are unlikely to migrate in significant concentrations to other environmental media (e.g., sediment, surface water, or indoor air). The remaining COCs are limited in occurrence to soil/sediment and based on the existing analytical data, unlikely to migrate in significant concentrations to other media (re: non-detectable concentrations identified within surface water).

Constituents that are known to bioaccumulate are not present within the top 2 feet of the ground surface if environmental receptors have been identified for the disposal site as described in 310 CMR 40.0922. The remaining COCs are not known to bioaccumulate.

VOCs are not present in vadose zone soil adjacent to an occupied structure (e.g., within 6 feet, measured horizontally from the wall of the structure, and within 10 feet, measured vertically from the basement floor or foundation slab). VOCs are not present and not within the above identified dimensions. Based on these factors, and other information found in this *Permanent Solution Statement*, it is NRC's opinion that the intent of this criterion is met.

Based on these factors, NRC considers the above-listed MCP criteria to be met for the site and supports the use of a Method 1 to characterize the risk of harm to human health, public welfare, and the environment.

NRC has also reviewed the project narrative(s) provided by the laboratory. High and non-directional biases are not reiterated here since high biases are likely to result in a reported concentration that is higher than actual (i.e., conservative), while non-directional biases are non-affective.

For the soil/sediment samples used to characterize the site as part of the recent limited assessment, elevated Method Reporting Limits were reported for the EPH results due to sample matrix. Elevated Method Reporting Limits are caused by target analyte dilution or matrix interferences. Samples are diluted when an analyte exceeds the highest level calibration standard. If the level of the analyte does not cause the run to be unusable, the original run and diluted run can be reported. If the level of the analyte causes the run to be unusable (saturates the detector), only the diluted run will be reported and flagged for Elevated Method Reporting Limits. Samples are also diluted when there is a large matrix interference that cannot be cleaned up prior to running the sample. The sample must be diluted so that the interference does not mask the analyte(s). Once the interference has been negated, the analyte(s) can be reported. This may cause the Method Reporting Limit to exceed the method limits or the regulatory limit. Although the case, the Method Reporting Limits are well below the regulatory limits and thus, in NRC's opinion, this potential issue is not a concern. No other unusual observations were noted.

II. Rejection of Data

Please refer to the "information considered unrepresentative" discussion for additional information.

Soil/Sediment and Risk Characterization

As outlined in MassDEP's *Master MCP Q&A: 1993-2018*, updated January 18, 2018:

> At present, there is no specific human exposure assessment guidance for sediment: in a Method 3 risk characterization, the exposure rates for a human receptor's direct contact with soil would also be used for sediment. The underlying assumption is that, for a given concentration and exposure scenario, absorption resulting from direct contact with sediment would be no greater than absorption from direct contact with soil. If such an assumption is valid for a site-specific risk assessment, you could also conclude that (a) the same assumption would hold true for Method 1 risk characterizations, and (b) that Method 1 soil standards would be protective of potential human exposures to sediment. Thus, Method 1 (or Method 2) standards may be used to assess human exposures to sediment: if concentrations of oil or hazardous material in sediment are equal to or less than the applicable Method 1 soil standard, then one could conclude that the contaminated sediments pose no significant risk of harm to human health. (This recommendation may change if, in the future, the Department provides specific guidance for the assessment of human exposure to contaminated sediment. No such guidance is currently planned, however.) A Method 3 environmental risk characterization would also be required [310 CMR 40.0942(1)(b)(1)] as the Method 1 soil standards do not consider the potential ecological risks posed by contaminated sediments.

II. Comparison of EPCs with Method 1 Standards

The EPCs for soil/sediment can be compared to their applicable Method 1 S-1 Soil Standards. Conservatively, NRC will compare the EPCs to all three Method 1 S-1/GW-1,2,3 Soil Standards. As noted by **Table 1**, the EPCs in soil/sediment do not exceed (and are well below) the Method 1 Standards. Based on the comparison, a condition of No Significant Risk (NSR) of harm to human health, public welfare, and potentially, the environment, exists at the Site. As previously described, however, a Method 3 Environmental Risk Characterization is required for the "environment".

Method 3 Risk Characterization

This section presents a Method 3 Risk Characterization performed in accordance with 310 CMR 40.0990. The Method 3 Risk Characterization relies upon detailed information about the site, the OHM, and potential exposures to Human and Environmental Receptors under all current and reasonably foreseeable Site Activities and Uses to characterize the risk of harm. In a Method 3 Risk Characterization, the risks of harm to health, public welfare and the environment are evaluated separately. Since a condition of NSR of harm to human health and public welfare has already been concluded by the Method 1 Risk Characterization, NRC only presents a Method 3 Environmental Risk Characterization below.

I. Method 3 Risk Characterization Stages

The risk of harm to the site biota and habitats shall be characterized by evaluating ecological parameters using a two-stage approach. In Stage I, the objective is to identify and document conditions which do not warrant a Stage II Risk Characterization, either because of the absence of a potentially significant exposure pathway or because environmental harm is readily apparent and therefore additional assessment would be redundant. If a potentially significant exposure pathway is indicated by the available information per 310 CMR 40.0995(3)(a) and (c), then a Stage II Environmental Risk Characterization is required to characterize the risks posed by those exposures.

Following a Stage I Environmental Screening and based upon the criteria described in 310 CMR 40.0995(3), it may be concluded that:

- A Stage II Environmental Risk Characterization is not required because there are no complete exposure pathways that could result in potentially significant exposures, and a condition of no significant risk of harm to site biota and habitats clearly exists, or
- A Stage II Environmental Risk Characterization is not required because, for each contaminated medium, harm is readily apparent; therefore, a condition of no significant risk of harm to the site biota and habitats clearly does not exist, and a Stage II Environmental Risk Characterization would be redundant, or
- A Stage II Environmental Risk Characterization is required because, for one or more contaminated media, there is not enough information to determine whether or not a condition of no significant risk of harm exists, and therefore those media are considered to present "potentially significant exposures".

II. Stage I Environmental Screening

Exposures of site biota and habitats are characterized by an evaluation of available evidence to determine whether there is current or potential future exposure of Environmental Receptors to contamination at or from the disposal site. Sources of such evidence shall include historical records, site data, field observations, statements by present and past residents or employees, and any other relevant source.

Evidence of current or potential exposure includes but is not limited to:

- Current or past visible physical evidence that OHM at or from the disposal site have come to be located in surface soil, surface water, sediment or wetlands. Examples of such evidence include, without limitation, the presence of sheens from OHM, non-aqueous phase liquid (NAPL), oil, tar or other solid or semisolid hazardous material in surface soil, surface water, sediment or wetlands [EVIDENCE EXISTS];
- Records or other evidence of current or past impacts of OHM from the disposal site on wildlife, fish, shellfish or other aquatic biota. Examples of such impacts include, without limitation, fish kills and abiotic conditions [NO EVIDENCE EXISTS];
- Analytical data indicating the presence of OHM attributable to the site in question in surface water or sediment (including wetlands) [EVIDENCE EXISTS];
- The potential for the transport of OHM in the groundwater or surface runoff to such receptors as surface water or sediments (including wetlands) identified as Environmental Receptors [NO EVIDENCE EXISTS (re: non-detectable concentrations identified within surface water)]; or
- The presence of OHM material at the disposal site within two feet of the ground surface and the potential for such contamination to result in exposure to wildlife [EVIDENCE EXISTS].

If no current or potential future exposure is identified, then a condition of "no significant risk of harm" to the site biota and habitats exists or has been achieved, and a Stage II Environmental Risk Characterization is not required. If any current or potential future exposure is identified, then for each such exposure, site conditions shall be evaluated to determine whether significant environmental harm is "readily apparent". For this site, NRC has identified the following evidence of current and/or potential future exposure:

- Past visible physical evidence exists that OHM at or from the disposal site had come to be located in surface water in the form of a discontinuous sheen identified at the basin's effluent discharge at the time of the initial release.
- Although current analytical data indicating the presence of OHM in soil/sediment exists (i.e., minor concentrations of EPH C_{19}-C_{36} aliphatics well below standards), it cannot affirmatively be attributed to the release of hydraulic oil from August of 2018. Although the case, for the purposes of this exercise NRC will conservatively conclude that it is attributable to the subject site.
- The presence of OHM material is present at the disposal site within two feet of the ground surface and the potential for such contamination has the potential to result in exposure to wildlife.

In accordance with the MCP, the following conditions shall represent "readily apparent harm":

- Visual evidence of stressed biota attributable to the release at the disposal site, including, without limitation, fish kills or abiotic conditions [NO EVIDENCE EXISTS];

- The existence of OHM attributable to the disposal site in concentrations which exceed Massachusetts Surface Water Standards promulgated in 314 CMR 4.00: Massachusetts Surface Water Quality Standards, which include USEPA Ambient Water Quality Criteria applied pursuant to 314 CMR 4.05(5)(e) [NO EVIDENCE EXISTS]; and
- Visible presence of oil, tar, or other non-aqueous phase hazardous material in soil within three feet of the ground surface over an area equal to or greater than two acres, or over an area equal to or greater than 1,000 square feet in sediment within one foot of the sediment surface [NO EVIDENCE EXISTS].

Although evidence of current and/or potential future exposures have been identified, no conditions of "readily apparent harm" exist and thus, a Stage II Environmental Risk Characterization is not required because there are no complete exposure pathways that could result in potentially significant exposures, and a condition of no significant risk of harm to site biota and habitats clearly exists. Despite this fact, the risk of harm to the environment shall also be characterized by comparing the concentration of each OHM to the Upper Concentration Limits in soil, as described in 310 CMR 40.0996. NRC has made this comparison for the residual minor concentrations of EPH C19-C36 aliphatics and concludes that the concentrations are well below its UCL (i.e., 351 mg/kg vs. 20,000 mg/kg, respectively) and thus, a condition of no significant risk of harm to environmental resources, biota, and habitats exists at the disposal site.

Characterization of Risk to Safety

Pursuant to 310 CMR 40.0960, the risk of harm to safety shall be characterized based on the data collected pursuant to the response action being performed and the site, receptor, and exposure information identified for the site; this has been completed by NRC via the previous Method 1 Risk Characterization that determined that a condition of NSR of harm to human health, public welfare, and the environment exists at the Site.

The risk of harm to safety shall also be characterized by comparing current and reasonably foreseeable conditions at the disposal site and in the surrounding environment to applicable safety standards. In the opinion of NRC, there is NSR to safety since the release has been eliminated and/or controlled, since response actions have addressed impacted media, since remediation wastes have been removed from the site, and since there is no hazard from open excavations.

Additionally, a level of NSR to safety exists or has been achieved if the conditions at the disposal site that are related to the release of OHM material do not currently and will not in the foreseeable future pose a threat of physical harm or bodily injury to people. In this regard, a site may pose a significant risk of harm to safety if any of the following conditions exist in relation to the release:

> Presence of rusted or corroded drums or containers, open pits, lagoons, or other dangerous structures;
>
> Threat of fire or explosion or presence of explosive vapors; or
>
> Uncontained material with the characteristics of corrosivity, reactivity, or flammability.

None of the conditions exist at the site in relation to the release. Therefore, the site poses NSR of harm to safety.

Feasibility of Achieving or Approaching Background

Pursuant to 310 CMR 40.0006, background is defined as "those levels of OHM that would exist in the absence of the disposal site of concern that are either: (a) ubiquitous and consistently present in the environment at and in the vicinity of the disposal site of concern; and attributable to geologic or ecologic conditions, or atmospheric deposition of industrial process or engine emissions; (b) attributable to coal ash or wood ash associated with fill material; (c) releases to groundwater from a public water supply system; or (d) petroleum residues that are incidental to the normal operation of motor vehicles."

Pursuant to 310 CMR 40.1056(2)(e), the feasibility of reducing the concentrations of OHM in the environment to levels that achieve or approach background shall be conducted using the criteria described in 310 CMR 40.0860. In accordance with the criteria described in 310 CMR 40.0860, the technological element of such an evaluation considers if there is a remedial technology available that can reduce contaminants beyond NSR to achieve or approach background levels in soil and groundwater, if the suitable technologies can comply with or be modified to comply with applicable regulatory requirements, and if the reliability of the technology has been sufficiently proven. For the purposes of this discussion, NRC will assume that at least one remedial action alternative exists to achieve or approach background (i.e., excavation and disposal of residually impacted soil/sediment) and thus, the only remaining issue is whether the cost and potential ecological impact of implementing this alternative is justified by the benefits.

310 CMR 40.0860 does not quantify when an incremental cost of conducting the remedial action is "substantial and disproportionate" to the incremental benefit. In accordance with the policy, it shall be considered feasible to conduct remedial actions to achieve or approach background conditions if the additional costs to remediate beyond NSR are equal to or less than 20 percent of the cost to remediate to NSR.

Excavation to address the residual minor concentrations of EPH C_{19}-C_{36} aliphatics remaining in soil/sediment will likely result in the need for additional regulatory approvals, including potential preparation and filing of a Notice of Intent (NOI) with the Town of Medfield Conservation Commission (ConCom); and potential structural engineering to allow for excavation near/beneath existing drainage structures (i.e., influent and effluent structures). Additional financial costs will be incurred through the NOI process; engineering design and/or installation of shoring; the excavation, transport, and disposal of material; the collection and analysis of additional samples from the area; and the restoration of the Site to its previous condition, including compliance with any conditional approvals and/or restrictions imposed by the ConCom and including the potential repair and/or replacement of damaged drainage structures. Dependent on the length of time required to remediate to a point that equates to or approaches background, additional regulatory filings and associated fees, and significant operation and maintenance costs may also be required. Although quantitative estimates of cost are not presented here, it is clear that additional costs to remediate beyond NSR in an effort to achieve or approach background would be far greater than 20 percent of the costs already incurred to remediate to the current condition of NSR.

In addition to above, it is anticipated that the remaining concentrations of COCs will naturally attenuate with time, without the excavation and removal of additional soil. Natural attenuation processes include diffusion, microbiological decomposition, and the capability of soil microorganisms to detoxify organic chemicals (Domenico, P.A., and Schwartz, F.W., 1990, & Devinny, J.S., et.al., 1990). For the reasons noted, and since the EPCs do not exceed applicable Method 1 Soil Standards, it is the opinion of NRC that potential risk reduction did not justify the technological effort or financial costs of further remediation via excavation, groundwater recovery, or another remedial alternative.

Conclusions and Recommendations

Pursuant to 310 CMR 40.1040 and 40.104141, a *Permanent Solution with No Conditions* applies to the disposal site because:

A level of NSR, as specified in 310 CMR 40.0900, exists or has been achieved;

all sources of OHM have been eliminated or controlled, as specified in 310 CMR 40.1003(5)(a) and (b);

potential plumes of dissolved OHM in groundwater and vapor-phase OHM in the vadose zone have been controlled as specified in 310 CMR 40.1003(6)(a);

all threats of release have been eliminated;

the level of OHM in the environment have been reduced to as close to background levels as feasible as specified at 310 CMR 40.1020;

potential remaining OHM do not exceed an applicable Upper Concentration Limit in soil or groundwater listed at 310 CMR 40.0996(7);

a level of NSR exists and will be maintained for all current and foreseeable future use of the site without relying upon assumed limitations on current or future site activities, uses or conditions, that require an Activity and Use Limitation (AUL), as specified in 310 CMR 40.1012(2); or assumed limitations on current or future site activities, uses or conditions, that do not require an AUL pursuant to 310 CMR 40.1013; and

the response actions have eliminated all potential threats of release and/or no release of OHM to the environment has occurred.

In conclusion, a *Permanent Solution with No Conditions* has been achieved and no further action is required at the defined disposal site with respect to this release. In the opinion of NRC, the requirements applicable to a *Permanent Solution with No Conditions* have been met and the certification of this *Permanent Solution Statement* is presented on the attached original and appended copies of the *Permanent and Temporary Solution Statement* form.

Pursuant to 310 CMR 40.1403(3)(h) and (f), public notification letters were mailed concurrently with this submittal to the Town of Medfield Chief Municipal Officer and Board of Health. These notices include a statement of the local officials' right to request additional Public Involvement Activities under 310 CMR 40.1403(9), a summary of decisions regarding this *Permanent Solution Statement*, and how the local officials may obtain a copy of this *Permanent Solution Statement* from the person(s) conducting response actions. Copies of these public notification letters are provided in **Appendix C**. Pursuant to 310 CMR 40.1403(10), a copy of other required notification (i.e., *Notice of Environmental Sampling*, BWSC123) is also provided in **Appendix C**. Should you require additional information or have any questions relative to this submittal, please feel free to contact the undersigned at your convenience.

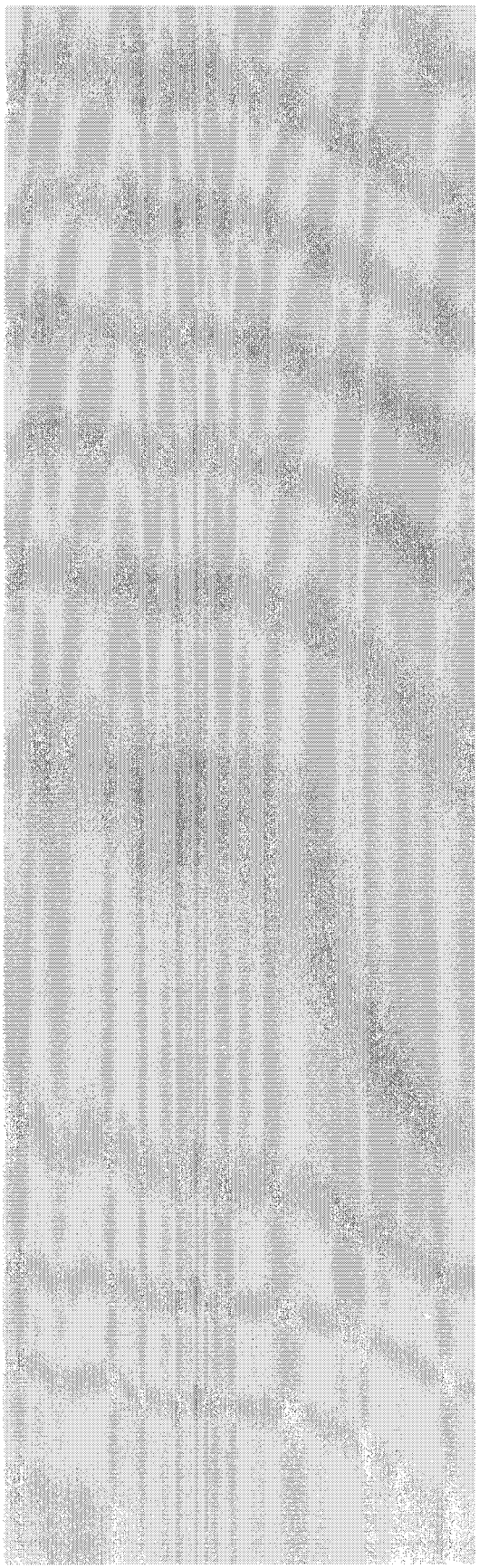
Sincerely,
NRC East Environmental Services, Inc.



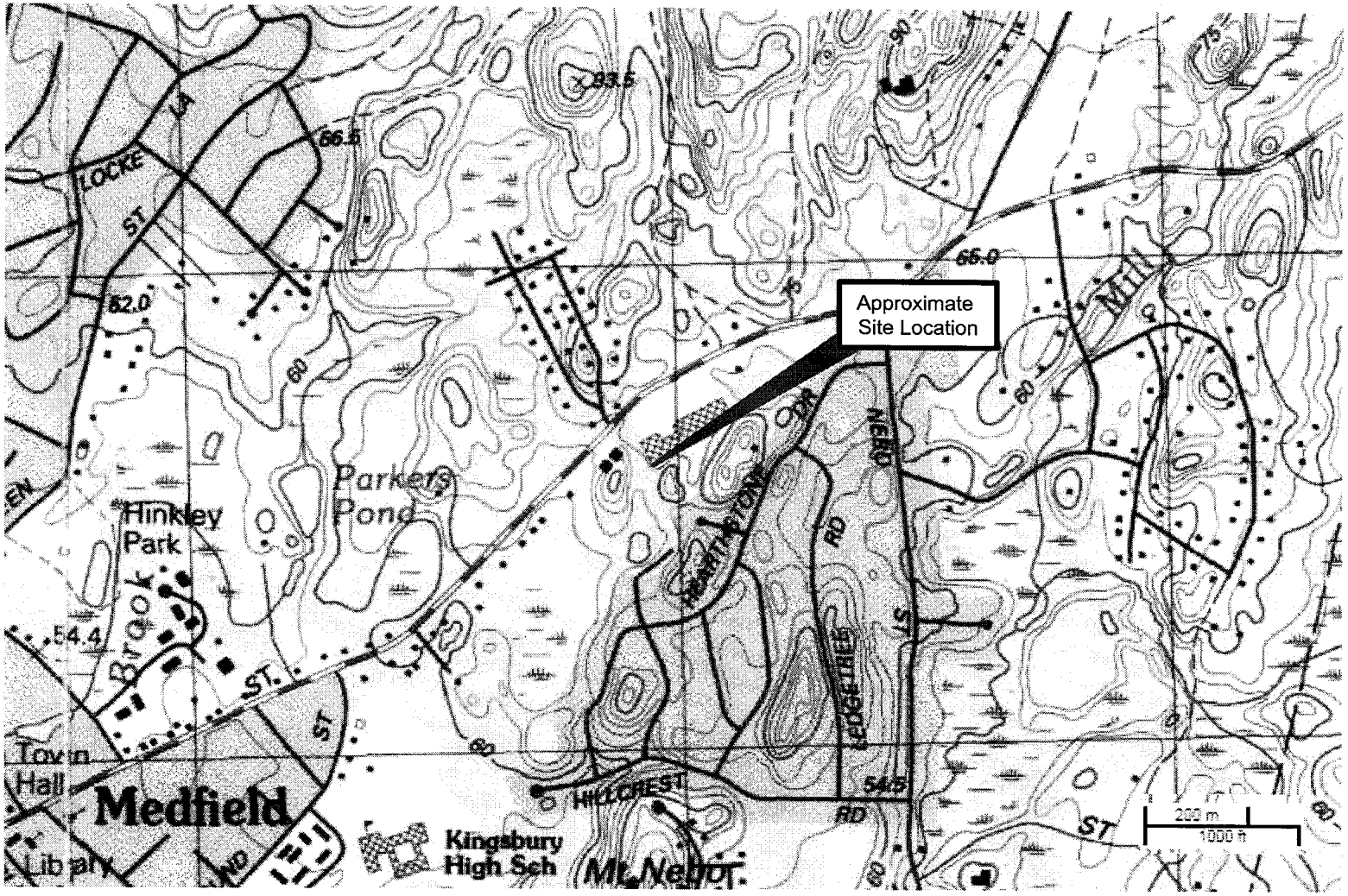
Richard R. LaMothe, LSP
Senior Project Manager

cc: The TJX Companies, Inc.
Marshall's #1041
OCW Retail Medfield, LLC
NRC File

Figures
Table
Appendix A *–Permanent and Temporary Solution Statement*
Appendix B *– Certificates of Analyses*
Appendix C *– Public Notification*



Figures



Release Tracking Number (RTN):
RTN 2-20634

Location:
4673804mN / 311010mE

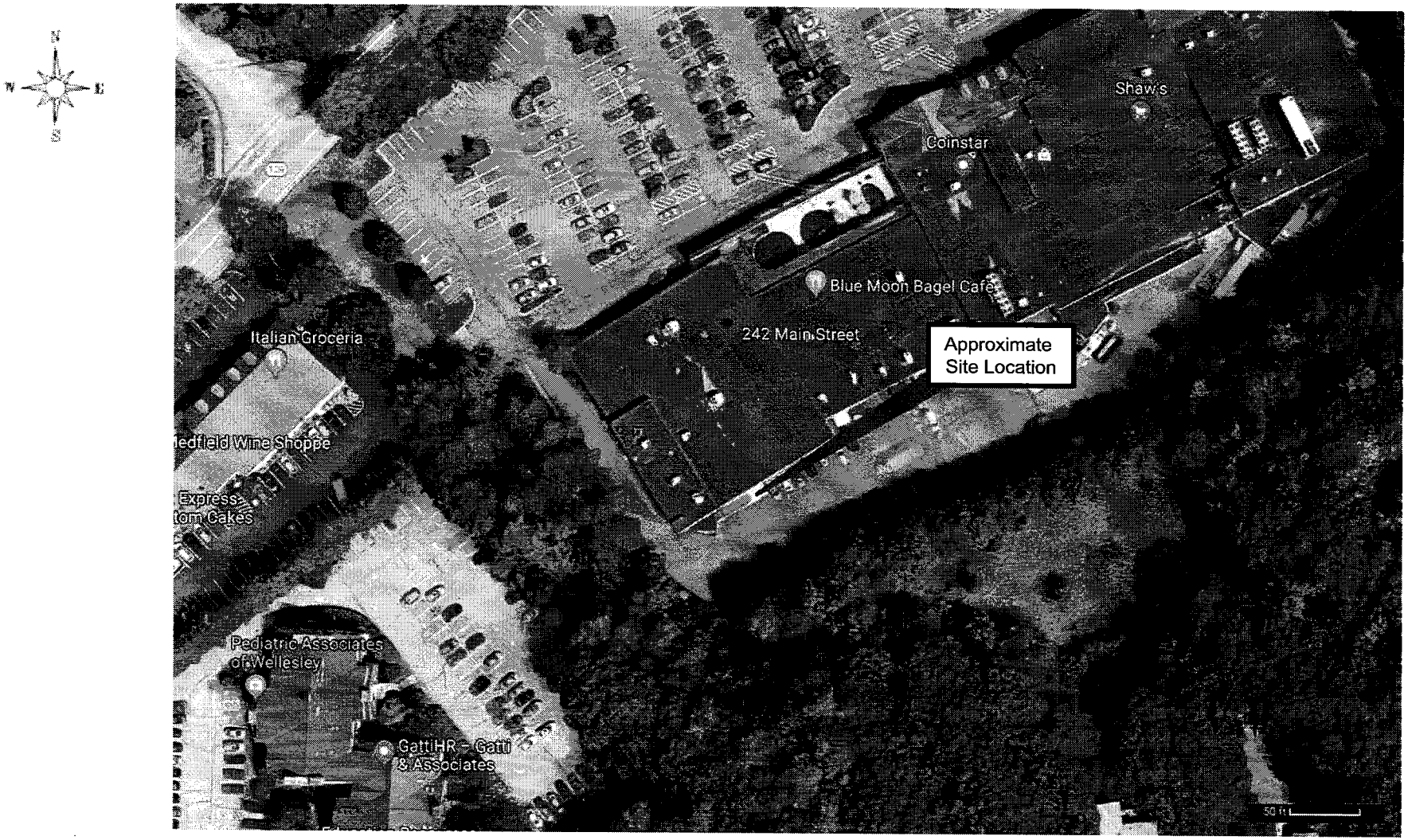
Scale:
As Noted

SITE LOCUS

Commercial Property
242 Main Street
Medfield, MA 02052

October, 2018

Figure 1



Release Tracking Number (RTN):
RTN 2-20634

Location:
4673804mN / 311010mE

Scale:
As Noted

SITE PLAN

Commercial Property
242 Main Street
Medfield, MA 02052

October, 2018

Figure 2a



The release area itself (i.e., disposal site and *Permanent Solution Statement* boundaries) includes a portion of the concrete loading dock, trash compactor, and asphalt/concrete ground surface proximate to the shopping center building's southwest corner. The release area also includes the nearby storm drain catch piping, subsurface piping, and discharge to surface water body (i.e., detention/retention basin). NRC conservatively estimates the affected area measures approximately 900 square feet, or 0.02 acres.

Release Tracking Number (RTN):
RTN 2-20634

Location:
4673804mN / 311010mE

Scale:
As Noted

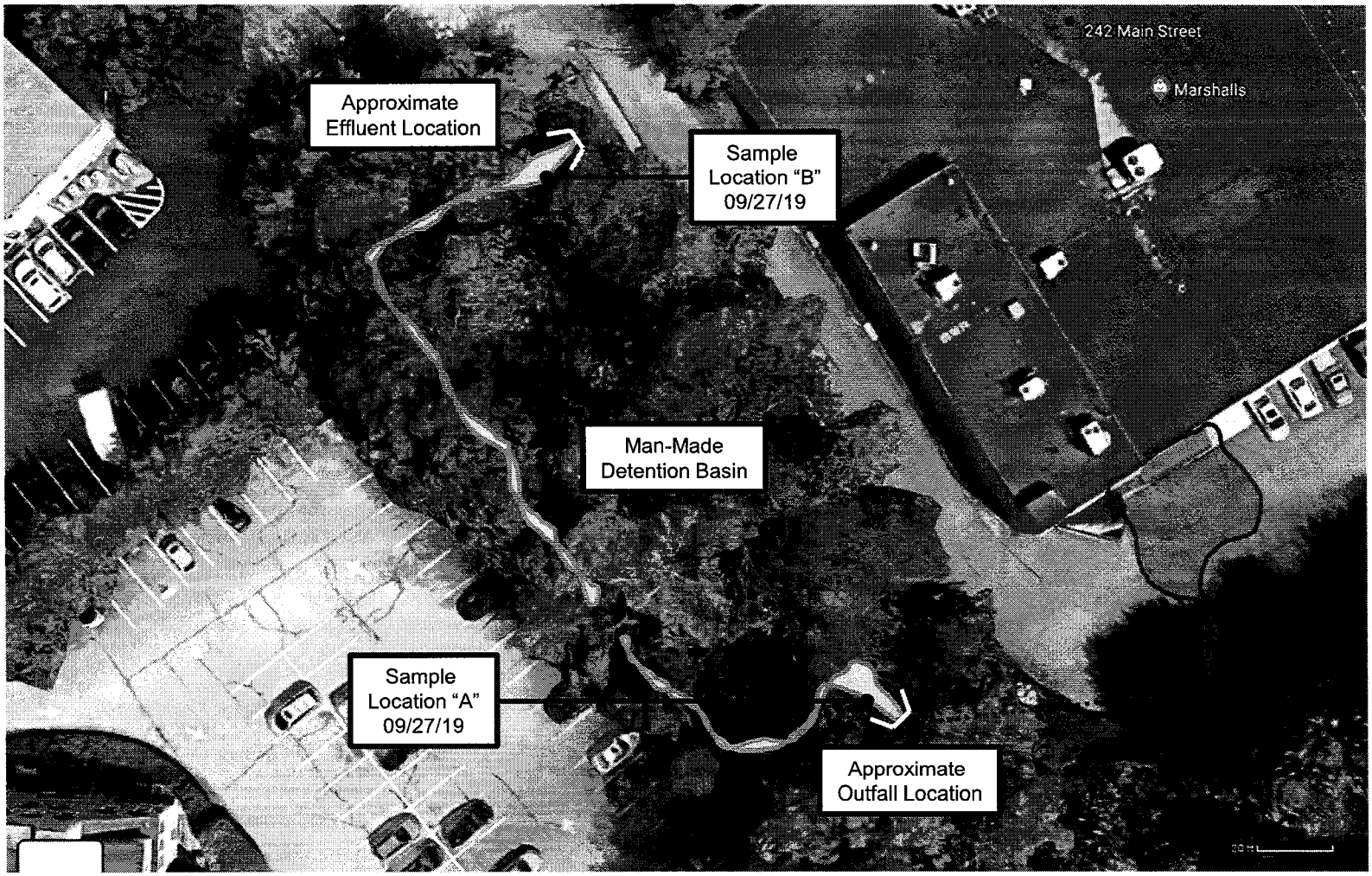
NRC

SITE PLAN

Commercial Property
242 Main Street
Medfield, MA 02052

October, 2018

Figure 2b



Release Tracking Number (RTN):
RTN 2-20634

Location:
4673804mN / 311010mE

Scale:
As Noted

NRC

SITE PLAN

Commercial Property
242 Main Street
Medfield, MA 02052

October, 2019 **Figure 2c**

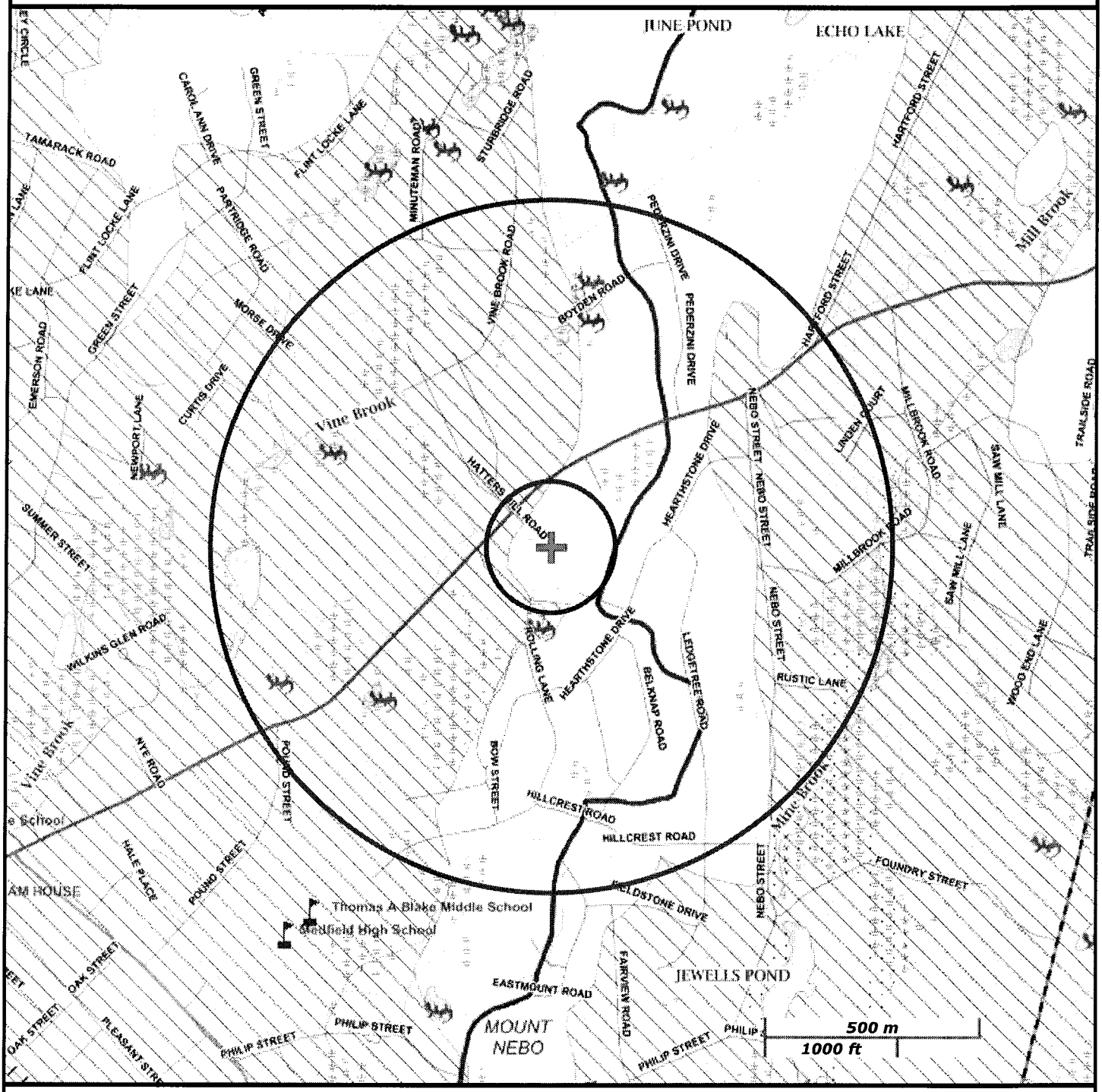
MassDEP - Bureau of Waste Site Cleanup

Phase 1 Site Assessment Map: 500 feet & 0.5 Mile Radii

Site Information:
MARSHALL'S
242 MAIN STREET MEDFIELD, MA
2-000020634
NAD83 UTM Meters:
4673804mN , 311010mE (Zone: 19)
October 1, 2018

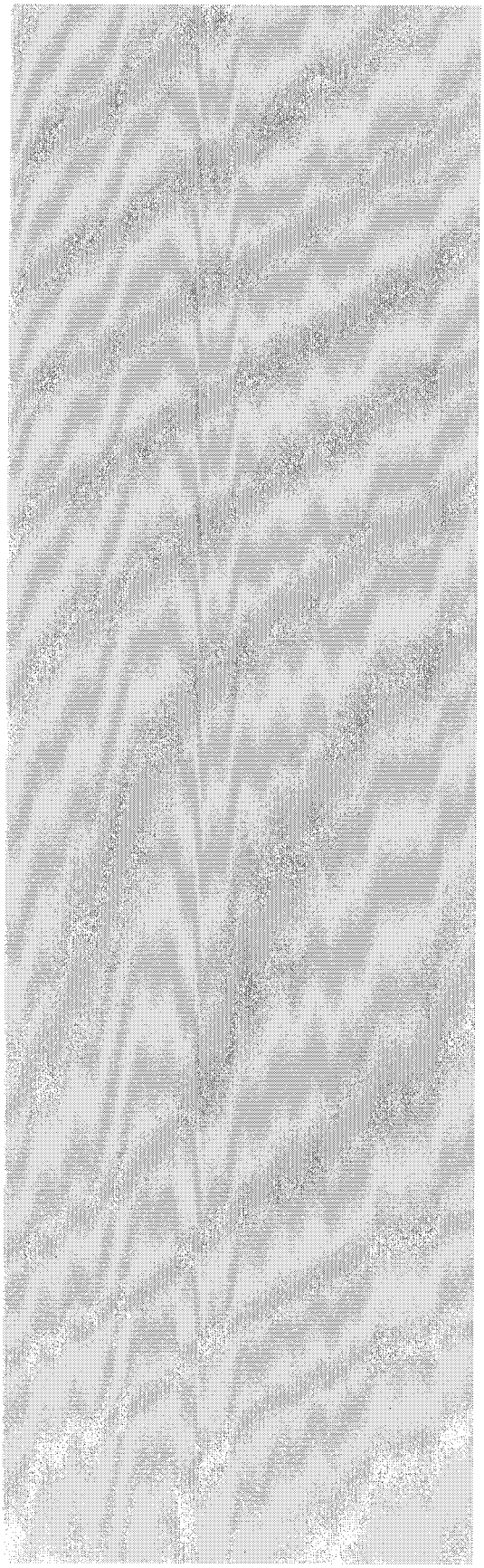
The information shown is the best available at the date of printing. However, it may be incomplete. The responsible party and LSP are ultimately responsible for ascertaining the true conditions surrounding the site. Metadata for data layers shown on this map can be found at: http://www.mass.gov/mgis/.

MassDEP
Commonwealth of Massachusetts
Department of Environmental Protection



Roads: Limited Access, Divided, Other Hwy, Major Road, Minor Road, Track, Trail
Boundaries: Town, County, DEP Region; Train; Powerline; Pipeline; Aqueduct
Basins: Major, PWS; Streams: Perennial, Intermittent, Man Made Shore, Dam
Aquifers: Medium Yield, High Yield, EPA Sole Source
Non Potential Drinking Water Source Area: Medium, High (Yield)
PWS Protection Areas: Zone II, IWPA, Zone A
Hydrography: Open Water, PWS Reservoir, Tidal Flat
Wetlands: Freshwater, Saltwater, Cranberry Bog
FEMA 100yr Floodplain; Protected Open Space; ACEC
Est. Rare Wetland Wildlife Hab; Vernal Pool: Cert., Potential
Solid Waste Landfill; PWS: Com.GW,SW, Emerg., Non-Com.

Figure 3

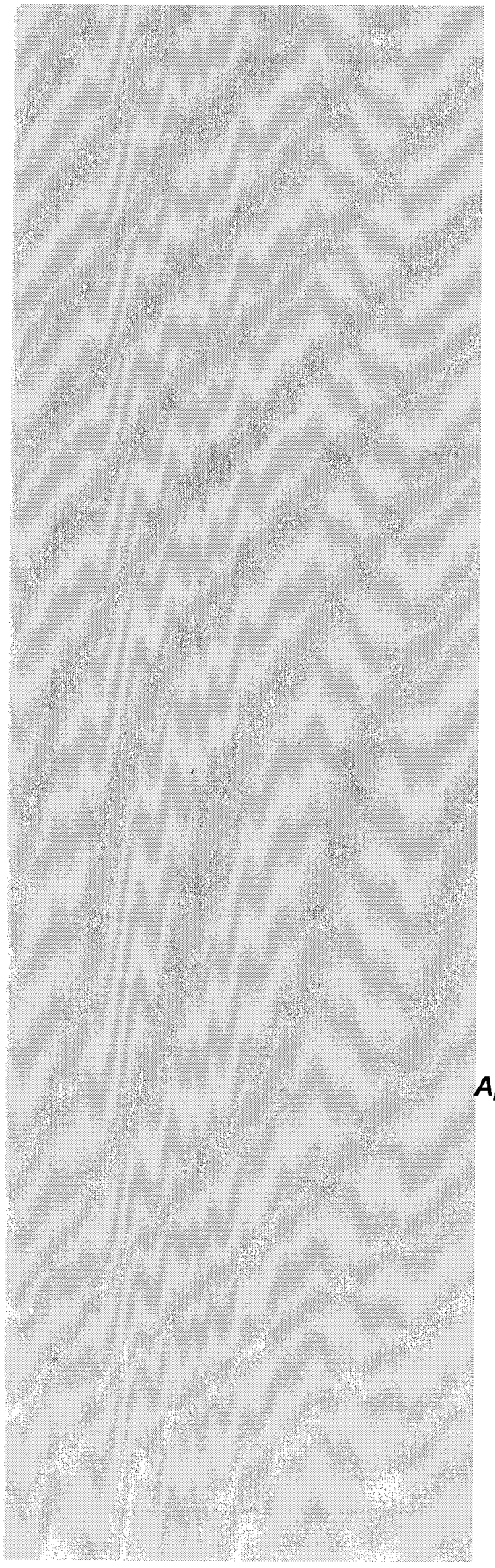


Table

Table 1
Laboratory Results, Soil/Sediment
Commercial Property
242 Main Street
Medfield, MA 02052

				Sample ID:	A		B	
				Laboratory ID:	19J0318-01		19J0318-02	
				Sample Date:	09/27/2019		09/27/2019	
				Sample Depth:	Surface		Surface	
EPH (mg/kg)	**S-1 GW-1**	**S-1 GW-2**	**S-1 GW-3**					
C9-C18 Aliphatics1	1000	1000	1000	41.3	U	87.2	U
C19-C36 Aliphatics1	3000	3000	3000	**67.2**	-	**351**	-
C11-C22 Aromatics1,2	1000	1000	1000	41.3	U	87.2	U
EPH Analytes (mg/kg)							
2-Methylnaphthalene	0.7	80	300	0.55	U	1.16	U
Acenaphthene	4	1000	1000	1.1	U	2.33	U
Naphthalene	4	20	500	1.1	U	2.33	U
Phenanthrene	10	500	500	1.1	U	2.33	U
Acenaphthylene	1	600	10	0.55	U	1.16	U
Anthracene	1000	1000	1000	1.1	U	2.33	U
Benzo(a)anthracene	7	7	7	1.1	U	2.33	U
Benzo(a)pyrene	2	2	2	1.1	U	2.33	U
Benzo(b)fluoranthene	7	7	7	1.1	U	2.33	U
Benzo(g,h,i)perylene	1000	1000	1000	1.1	U	2.33	U
Benzo(k)fluoranthene	70	70	70	1.1	U	2.33	U
Chrysene	70	70	70	1.1	U	2.33	U
Dibenzo(a,h)Anthracene	0.7	0.7	0.7	0.55	U	1.16	U
Fluoranthene	1000	1000	1000	1.1	U	2.33	U
Fluorene	1000	1000	1000	1.1	U	2.33	U
Indeno(1,2,3-cd)Pyrene	7	7	7	1.1	U	2.33	U
Pyrene	1000	1000	1000	1.1	U	2.33	U

Notes:
bold = detection
bold = exceeds limits
CCE, E = estimated value due to exceeding calibration range or interferences
D = diluted to obtain value in calibration range
mg/kg = milligrams per kilogram
n/a = not applicable/analyzed
ND = not detected
ppm/v = parts per million by volume
~~strikethrough~~ = removed as part of subsiquent remediation activities
U = not detected



Appendix A – *Permanent and Temporary Solution Statement*

Massachusetts Department of Environmental Protection

eDEP Transaction Copy

Here is the file you requested for your records.

To retain a copy of this file you must save and/or print.

Username:	**RICHARDLAMOTHE**
Transaction ID:	**1147597**
Document:	**BWSC104 Permanent And Temporary Solution Statement**
Size of File:	**223.71K**
Status of Transaction:	**In Process**
Date and Time Created:	**11/20/2019:9:56:20 AM**

Note: This file only includes forms that were part of your transaction as of the date and time indicated above. If you need a more current copy of your transaction, return to eDEP and select to "Download a Copy" from the Current Submittals page.

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC 104 12

PERMANENT AND TEMPORARY SOLUTION STATEMENT
Pursuant to 310 CMR 40.1000 (Subpart J)

Release Tracking Number
2 - 20634

For sites with multiple RTNs, enter the Primary RTN above.

A. SITE LOCATION:

1. Site Name/Location Aid: MARSHALL'S STORE

2. Street Address: 242 MAIN ST

3. City/Town: MEDFIELD 4. ZIP Code:

5. Coordinates: a. Latitude: N 42.19361 b. Longitude: W 71.28888

☐ 6. Check here if the disposal site that is the source of the release is Tier Classified. Check the current Tier Classification Category:

☐ a. Tier I ☐ b. Tier ID ☐ c. Tier II

B. THIS FORM IS BEING USED TO: (check all that apply)

1. List Submittal Date of the Permanent or Temporary Solution Statement, or RAO Statement (if previously submitted): 10/19/2018 (mm/dd/yyyy)

☐ 2. Submit a **Permanent or Temporary Solution Statement**

☐ a. Check here if this Permanent or Temporary Solution Statement covers additional Release Tracking Numbers (RTNs). RTNs that have been previously linked to a Tier Classified Primary RTN do not need to be listed here.

b. Provide the additional Release Tracking Number(s) covered by this Permanent or Temporary Solution Statement. - -

☑ 3. Submit a **Revised Permanent or Temporary Solution Statement** (or revised RAO Statement)

☐ a. Check here if this Revised Permanent or Temporary Solution Statement covers additional Release Tracking Numbers (RTNs), not listed on the Permanent or Temporary Solution Statement or previously submitted Revised Permanent or Temporary Solution Statements. RTNs that have been previously linked to a Tier Classified Primary RTN do not need to be listed here.

b. Provide the additional Release Tracking Number(s) covered by this Permanent or Temporary Solution Statement. - -

☐ 4. Submit a **Permanent or Temporary Solution Partial Statement**

Check above box, if any Response Actions remain to be taken to address conditions associated with this disposal site having the Primary RTN listed in the header section of this transmittal form. This Permanent or Temporary Solution Statement will record only a Permanent or Temporary Solution-Partial Statement for that RTN. A final Permanent or Temporary Solution Statement will need to be submitted that references all Permanent or Temporary Solution-Partial Statements and, if applicable, covers any remaining conditions not covered by the Permanent or Temporary Solution-Partial Statements.

Also, specify if you are an Eligible Person or Tenant pursuant to M.G.L. c. 21 s.2, and have no further obligation to conduct response actions on the remaining portion(s) of the disposal site:

☐ a. Eligible Person ☐ b. Eligible Tenant

☐ 5. Submit a **Revised Permanent or Temporary Solution Partial Statement** (or revised RAO-Partial Statement)

☐ 6. Submit an optional **Phase I Completion Statement** supporting the Permanent or Temporary Solution Statement

☐ 7. Submit a **Periodic Review Opinion evaluating the status of a Temporary Solution,** as specified in 310 CMR 40.1051 (Section F is optional)

☐ 8. Submit a **Retraction** of a previously submitted **Permanent or Temporary Solution Statement** (or RAO Statement) (Sections E & F are not required)

(All sections of this transmittal form must be filled out unless otherwise noted above)

C. DESCRIPTION OF RESPONSE ACTIONS: (check all that apply; for volumes, list cumulative amounts)

- ☐ 1. Assessment and/or Monitoring Only
- ☐ 2. Temporary Covers or Caps
- ☑ 3. Deployment of Absorbent or Containment Materials
- ☐ 4. Treatment of Water Supplies
- ☐ 5. Structure Venting System/HVAC Modification System
- ☐ 6. Engineered Barrier
- ☑ 7. Product or NAPL Recovery
- ☐ 8. Fencing and Sign Posting
- ☐ 9. Groundwater Treatment Systems
- ☐ 10. Soil Vapor Extraction
- ☐ 11. Remedial Additives
- ☐ 12. Air Sparging
- ☐ 13. Active Exposure Pathway Mitigation System
- ☐ 14. Passive Exposure Pathway Mitigation System
- ☐ 15. Monitored Natural Attenuation
- ☐ 16. In-Situ Chemical Oxidation
- ☐ 17. Removal of Contaminated Soils

☐ a. Re-use, Recycling or Treatment ☐ i. On Site Estimated volume in cubic yards _____

☐ ii. Off Site Estimated volume in cubic yards _____

iia. Facility Name: _____ Town: _____ State: _____

iib. Facility Name: _____ Town: _____ State: _____

iii. Describe:

☐ b. Landfill _____

☐ i. Cover Estimated volume in cubic yards _____

Facility Name: _____ Town: _____ State: _____

☐ ii. Disposal Estimated volume in cubic yards _____

Facility Name: _____ Town: _____ State: _____

☐ 18. Removal of Drums, Tanks or Containers:

a. Describe Quantity and Amount:

b. Facility Name: _____ Town: _____ State: _____

c. Facility Name: _____ Town: _____ State: _____

☑ 19. Removal of Other Contaminated Media:

a. Specify Type and Volume: 1200-POUNDS SPENT GRANULAR ABSORBENTS; 188-GALLONS OF WASH, RINSATE, AND LIQUID CATCH BASIN CONTENTS; 100-POUNDS OF SPENT ABSORBENT BOOM AND PADS

b. Facility Name: NORTHLAND ENBIRONMENTAL Town: PROVIDENCE State: RI

c. Facility Name: _____ Town: _____ State: _____

C. DESCRIPTION OF RESPONSE ACTIONS (cont.): (check all that apply; for volumes, list cumulative amounts)

☐ 20. Other Response Actions:

Describe:

☐ 21. Use of Innovative Technologies:

Describe:

D. SITE USE:

1. Are the response actions that are the subject of this submittal associated with the *redevelopment, reuse* or the *major expansion of the current use* of property(ies) impacted by the presence of oil and/or hazardous materials?

☐ a. Yes ☑ b. No ☐ c. Don't know

2. Is the property a *vacant or under-utilized commercial or industrial* property ("a brownfield property")?

☐ a. Yes ☑ b. No ☐ c. Don't know

3. Will funds from a state or federal brownfield incentive program be used on one or more of the property(ies) within the disposal site?

☐ a. Yes ☑ b. No ☐ c. Don't know If Yes, identify program(s):

4. Has a Covenant Not to Sue been obtained or sought?

☐ a. Yes ☑ b. No ☐ c. Don't know

5. Check all applicable categories that apply to the person making this submittal: ☐ a. Redevelopment Agency or Authority

☐ b. Community Development Corporation ☐ c. Economic Development and Industrial Corporation

☐ d. Private Developer ☐ e. Fiduciary ☐ f. Secured Lender ☐ g. Municipality

☐ h. Potential Buyer (non-owner) ☑ i. Other, describe: PRIVATE ENTITY

This data will be used by MassDEP for information purposes only, and does not represent or create any legal commitment, obligation or liability on the part of the party or person providing this data to MassDEP.

E. PERMANENT OR TEMPORARY SOLUTION CATEGORY:

Specify the category of Solution that applies to the Disposal Site, or Site of the Threat of Release. Select either **1, 2, or 3.**

☑ **1. Permanent Solution with No Conditions** (check one)

- ☐ a. A threat of release has been eliminated.
- ☐ b. All contamination has been reduced to Natural Background levels.
- ☑ c. A condition of No Significant Risk exists or has been achieved with no Activity and Use Limitation or other limitations, assumptions, or conditions (310 CMR 40.1013).

E. PERMANENT OR TEMPORARY SOLUTION CATEGORY (cont.):

☐ **2. Permanent Solution with Conditions** (check a and/or b):

☐ a. **An AUL has been implemented** pursuant to 310 CMR 1012(2) (check one)

☐ i. Required pursuant to 310 CMR 40.1012(2)

Is the AUL required because the Permanent Solution relies on an Active Exposure Pathway Mitigation Measure pursuant to CMR 310 40.1025?

☐ 1. Yes ☐ 2. No

☐ ii. Optionally implemented pursuant to 310 CMR 40.1012(3)

☐ b. **Limitations or conditions apply** pursuant to 310 CMR 40.1013 (check all that apply):

☐ i. Gardening Best Management Practices (BMPs) for non-commercial gardening in a residential setting

☐ ii. Concentrations of Oil and Hazardous Material consistent with Anthropogenic Background

☐ iii. Residual contamination in a Public or Railroad Right-of-Way

☐ iv. Groundwater contamination would exceed GW-2 Standards except for the absence of an occupied building or structure

☐ **3. Temporary Solution** (check a or b /and c)

☐ a. Response actions to achieve a Permanent Solution **are not currently feasible**

☐ b. Response actions to achieve a Permanent Solution **are feasible** and are being continued toward a Permanent Solution

☐ c. Does the Temporary Solution rely on an Active Exposure Pathway Mitigation Measure pursuant to 310 CMR 40.1026?

☐ i. Yes ☐ ii. No

F. PERMANENT AND TEMPORARY SOLUTION INFORMATION:

1. Specify the Risk Characterization Method(s) used to achieve the Permanent or Temporary Solution, described above:

☑ a. Method 1 ☐ b. Method 2 ☑ c. Method 3

☐ d. Method Not Applicable-Contamination reduced to or consistent with background, or Threat of Release abated

2. Specify all Soil Category(ies) applicable. More than one Soil Category may apply at a Site. Be sure to check off all **APPLICABLE** categories:

☑ a. S-1/GW-1 ☐ d. S-2/GW-1 ☐ g. S-3/GW-1 ☐ j. Not Applicable

☑ b. S-1/GW-2 ☐ e. S-2/GW-2 ☐ h. S-3/GW-2

☑ c. S-1/GW-3 ☐ f. S-2/GW-3 ☐ i. S-3/GW-3

3. Specify all Groundwater Category(ies) impacted. A site may impact more than one Groundwater Category. Be sure to check off all **IMPACTED** categories:

☐ a. GW-1 ☐ b. GW-2 ☐ c. GW-3 ☑ d. No Groundwater Impacted

F. PERMANENT AND TEMPORARY SOLUTION INFORMATION (cont.):

☐ 4. Check here if the risk assessment includes any changes to the groundwater category pursuant to 310 CMR 40.0932(5)(a) through (e). Check all conditions that apply:

- ☐ a. An InterimWellhead Protection Area does not apply based on a hydrogeologic evaluation (310 CMR 40.0932(5)(a))
- ☐ b. Groundwater was determined not to be in a Potentially Productive Aquifer or is not feasible to be developed as a drinking water supply (310 CMR 40.0932(5)(b))
- ☐ c. A Non-Potential DrinkingWater Source Area determination was made (310 CMR 40.0932(5)(c))
- ☐ d. Existing private wells were permanently closed (310 CMR 40.0932(5)(d))
- ☐ e. Groundwater is located within a Zone A, but is not hydrogeologically connected to a drinking water supply (310 CMR 40.0932(5)(e))

☐ 5. Check here if the Permanent or Temporary Solution supports a finding of No Significant Risk for petroleum in a GW-1 area pursuant to 310 CMR 40.0924(2)(b)3.

6. Specify whether remediation was conducted:

- ☐ a. Check here if soil remediation was conducted.
- ☐ b. Check here if groundwater remediation was conducted.
- ☑ c. Check here if other remediation was conducted.

  Specify:
  APPLICATION OF ABSORBENTS, ETC.

7. Specify whether the analytical data used to support the Permanent or Temporary Solution used the Compendium of Analytical Methods (CAM):

- ☑ a. CAM used to support all analytical data.
- ☐ b. CAM used to support some of the analytical data.
- ☐ c. CAM not used.

☐ 8. Check here to indicate that the Permanent or Temporary Solution Statement includes a Data Usability Assessment and Data Representativeness Evaluation pursuant to 310 CMR 40.1056.

9. Estimate the number of acres this Permanent or Temporary Solution Statement applies to: .02

G. LSP SIGNATURE AND STAMP:

I attest under the pains and penalties of perjury that I have personally examined and am familiar with this transmittal form, including any and all documents accompanying this submittal. In my professional opinion and judgment based upon application of (i) the standard of care in 309 CMR 4.02(1), (ii) the applicable provisions of 309 CMR 4.02(2) and (3), and 309 CMR4.03(2), and (iii) the provisions of 309 CMR 4.03(3), to the best of my knowledge, information and belief,

> *if Section B indicates that either a* ***Permanent or Temporary Solution Statement, Phase I Completion Statement and/or Periodic Review Opinion*** *is being provided,* the response action(s) that is (are) the subject of this submittal (i) has (have) been developed and implemented in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000, (ii) is (are) appropriate and reasonable to accomplish the purposes of such response action(s) as set forth in the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000, and (iii) comply(ies) with the identified provisions of all orders, permits, and approvals identified in this submittal.

I am aware that significant penalties may result, including, but not limited to, possible fines and imprisonment, if I submit information which I know to be false, inaccurate or materially incomplete.

1. LSP#: 8331

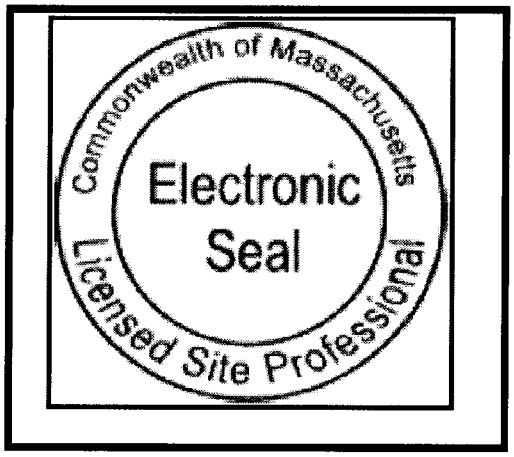
2. First Name: RICHARD R 3. Last Name: LAMOTHE

4. Telephone: 7813411777 5. Ext.: 155 6. Email:

7. Signature: RICHARD R LAMOTHE

8. Date: 11/20/2019
mm/dd/yyyy

9. LSP Stamp:



H. PERSON MAKING SUBMITTAL:

1. Check all that apply: ☐ a. change in contact name ☐ b. change of address ☐ c. change in the person undertaking response actions

2. Name of Organization: THE TJX COMPANIES, INC.

3. Contact First Name: ERNIE 4. Last Name: HERRMAN

5. Street: 770 COCHIITUATE RD 6. Title:

7. City/Town: FRAMINGHAM 8. State: MA 9. ZIP Code: 017010000

10. Telephone: 11. Ext.: 12. Email:

Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

PERMANENT AND TEMPORARY SOLUTION STATEMENT
Pursuant to 310 CMR 40.1000 (Subpart J)

BWSC 104 12

Release Tracking Number
2 - 20634

For sites with multiple RTNs, enter the Primary RTN above.

I. RELATIONSHIP TO RELEASE OR THREAT OF RELEASE OF PERSON MAKING SUBMITTAL:

☐ Check here to change relationship

☑ 1. RP or PRP ☐ a. Owner ☐ b. Operator ☐ c. Generator ☐ d. Transporter

☑ e. Other RP or PRP Specify: NON-SPECIFIED PRP

☐ 2. Fiduciary, Secured Lender or Municipality with Exempt Status (as defined by M.G.L. c. 21E, s. 2)

☐ 3. Agency or Public Utility on a Right of Way (as defined by M.G.L. c. 21E, s. 5(j))

☐ 4. Any Other Person Making Submittal Specify Relationship: _____

J. REQUIRED ATTACHMENT AND SUBMITTALS:

☑ 1. Check here if the Permanent or Temporary Solution on which this opinion is based, if any, are (were) subject to any order(s), permit(s) and/or approval(s) issued by DEP or EPA. If the box is checked, you MUST attach a statement identifying the applicable provisions thereof.

☐ 2. Check here to certify that the Chief Municipal Officer and the Local Board of Health have been notified of the submittal of a Permanent or Temporary Solution Statement that relies on the public way/rail right-of-way exemption from the requirements of an AUL.

☑ 3. Check here to certify that the Chief Municipal Officer and the Local Board of Health have been notified of the submittal of a Permanent or Temporary Solution Statement with instructions on how to obtain a full copy of the report.

☑ 4. Check here to certify that documentation is attached specifying the location of the Site, or the location and boundaries of the Disposal Site subject to this Permanent or Temporary Solution Statement. If submitting a Permanent or Temporary Solution Statement for a PORTION of a Disposal Site, you must document the location and boundaries for both the portion subject to this submittal and, to the extent defined, the entire Disposal Site.

☑ 5. Check here to certify that, pursuant to 310 CMR 40.1406, notice was provided to the owner(s) of each property within the disposal site boundaries, or notice was not required because the disposal site boundaries are limited to property owned by the party conducting response actions. (check all that apply)

☐ a. Notice was provided prior to, or concurrent with the submittal of a Phase II Completion Statement to the Department.

☑ b. Notice was provided prior to, or concurrent with the submittal of this Permanent or Temporary Solution Statement to the Department.

☐ c. Notice not required. d. Total number of property owners notified, if applicable: 1

☐ 6. Check here if you are submitting one or more AULs. You must submit an AUL Transmittal Form (BWSC113) and a copy of each implemented AUL related to this Permanent Solution or Temporary Solution Statement. Specify the type of AUL(s) below: (required for Permanent Solution with Conditions Statements where an AUL is being implemented)

☐ a. Notice of Activity and Use Limitation b. Number of Notices submitted: _____

☐ c. Grant of Environmental Restriction d. Number of Grants submitted: _____

☐ 7. If a Permanent Solution Compliance Fee is required for any of the RTNs listed on this transmittal form, check here to certify that a Permanent Solution Compliance Fee was submitted to DEP, P. O. Box 4062, Boston, MA 02211.

☐ 8. Check here if any non-updatable information provided on this form is incorrect, e.g. Site Address/Location Aid. Send corrections to bwsc.edep@state.ma.us.

☑ 9. Check here to certify that the LSP Opinion containing the material facts, data, and other information is attached.

K. CERTIFICATION OF PERSON MAKING SUBMITTAL:

1. I, COLLEEN CLARK, attest under the pains and penalties of perjury (i) that I have personally examined and am familiar with the information contained in this submittal, including any and all documents accompanying this transmittal form, (ii) that, based on my inquiry of those individuals immediately responsible for obtaining the information, the material information contained in this submittal is, to the best of my knowledge and belief, true, accurate and complete, and (iii) that I am fully authorized to make this attestation on behalf of the entity legally responsible for this submittal. I/the person or entity on whose behalf this submittal is made am/is aware that there are significant penalties, including, but not limited to, possible fines and imprisonment, for willfully submitting false, inaccurate, or incomplete information.

2. By: COLLEEN CLARK (Signature) 3. Title: _____

4. For: THE TJX COMPANIES, INC. (Name of person or entity recorded in Section H) 5. Date: 11/19/2019 mm/dd/yyyy

☐ 6. Check here if the address of the person providing certification is different from address recorded in Section H.

7. Street: _____

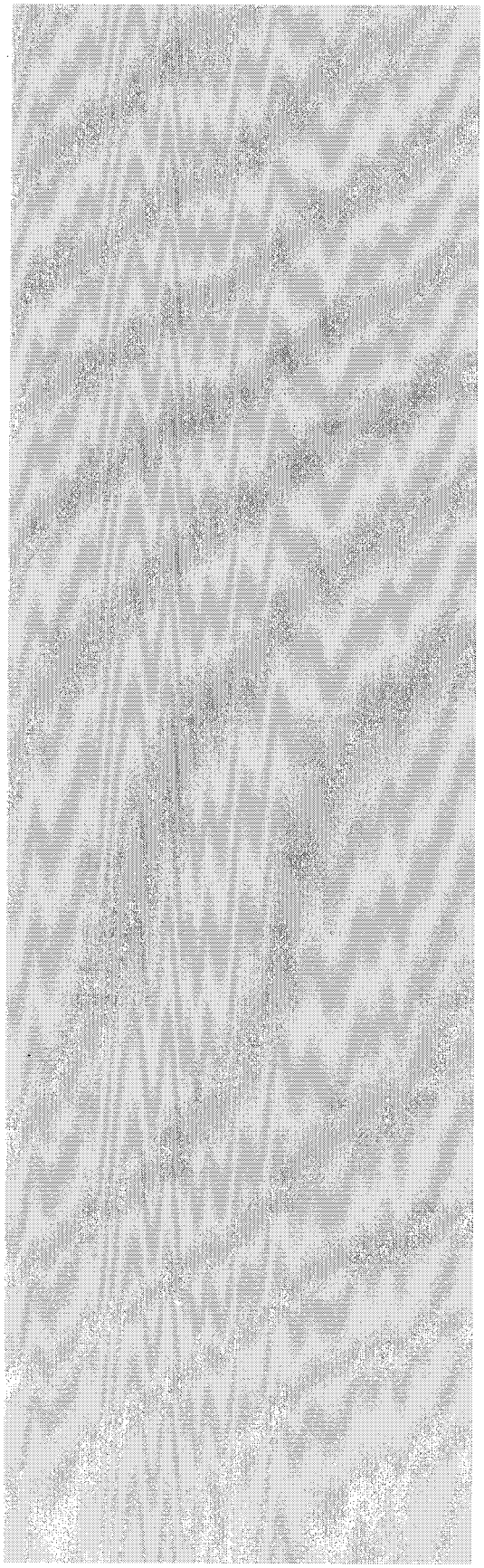
8. City/Town: _____ 9. State: _____ 10. ZIP Code: _____

11. Telephone: _____ 12. Ext.: _____ 13. Email: _____

YOU ARE SUBJECT TO AN ANNUAL COMPLIANCE ASSURANCE FEE OF UP TO $10,000 PER BILLABLE YEAR FOR THIS DISPOSAL SITE. YOU MUST LEGIBLY COMPLETE ALL RELEVANT SECTIONS OF THIS FORM OR DEP MAY RETURN THE DOCUMENT AS INCOMPLETE. IF YOU SUBMIT AN INCOMPLETE FORM, YOU MAY BE PENALIZED FOR MISSING A REQUIRED DEADLINE.

Date Stamp (DEP USE ONLY:)

Received by DEP on 11/20/2019 9:55:23 AM



Appendix B – *Certificates of Analyses*

CERTIFICATE OF ANALYSIS

Rick LaMothe
NRC
19 National Drive
Franklin, MA 02038

RE: Medfield (129774)
ESS Laboratory Work Order Number: 19J0318

This signed Certificate of Analysis is our approved release of your analytical results. These results are only representative of sample aliquots received at the laboratory. ESS Laboratory expects its clients to follow all regulatory sampling guidelines. Beginning with this page, the entire report has been paginated. This report should not be copied except in full without the approval of the laboratory. Samples will be disposed of thirty days after the final report has been delivered. If you have any questions or concerns, please feel free to call our Customer Service Department.

Laurel Stoddard
Laboratory Director

REVIEWED
By ESS Laboratory at 4:11 pm, Oct 17, 2019

Analytical Summary
The project as described above has been analyzed in accordance with the ESS Quality Assurance Plan. This plan utilizes the following methodologies: US EPA SW-846, US EPA Methods for Chemical Analysis of Water and Wastes per 40 CFR Part 136, APHA Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), and other recognized methodologies. The analyses with these noted observations are in conformance to the Quality Assurance Plan. In chromatographic analysis, manual integration is frequently used instead of automated integration because it produces more accurate results.

The test results present in this report are in compliance with TNI and relative state standards, and/or client Quality Assurance Project Plans (QAPP). The laboratory has reviewed the following: Sample Preservations, Hold Times, Initial Calibrations, Continuing Calibrations, Method Blanks, Blank Spikes, Blank Spike Duplicates, Duplicates, Matrix Spikes, Matrix Spike Duplicates, Surrogates and Internal Standards. Any results which were found to be outside of the recommended ranges stated in our SOPs will be noted in the Project Narrative.

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

SAMPLE RECEIPT

The following samples were received on October 09, 2019 for the analyses specified on the enclosed Chain of Custody Record.

To achieve CAM compliance for MCP data, ESS Laboratory has reviewed all QA/QC Requirements and Performance Standards listed in each method. Holding times and preservation have also been reviewed. All CAM requirements have been performed and achieved unless noted in the project narrative.

Each method has been set-up in the laboratory to reach required MCP standards. The methods for aqueous VOA and Soil Methanol VOA have known limitations for certain analytes. The regulatory standards may not be achieved due to these limitations. In addition, for all methods, matrix interferences, dilutions, and %Solids may elevate method reporting limits above regulatory standards. ESS Laboratory can provide, upon request, a Limit Checker (regulatory standard comparison spreadsheet) electronic deliverable which will highlight these exceedances.

Lab Number	Sample Name	Matrix	Analysis
19J0318-01	A	Soil	EPH8270, MADEP-EPH
19J0318-02	B	Soil	EPH8270, MADEP-EPH

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

PROJECT NARRATIVE

MADEP-EPH Extractable Petroleum Hydrocarbons

19J0318-01 **Elevated Method Reporting Limits due to sample matrix (EL).**

19J0318-02 **Elevated Method Reporting Limits due to sample matrix (EL).**

No other observations noted.

End of Project Narrative.

DATA USABILITY LINKS

To ensure you are viewing the most current version of the documents below, please clear your internet cookies for www.ESSLaboratory.com. Consult your IT Support personnel for information on how to clear your internet cookies.

Definitions of Quality Control Parameters

Semivolatile Organics Internal Standard Information

Semivolatile Organics Surrogate Information

Volatile Organics Internal Standard Information

Volatile Organics Surrogate Information

EPH and VPH Alkane Lists

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

CURRENT SW-846 METHODOLOGY VERSIONS

Analytical Methods

1010A - Flashpoint
6010C - ICP
6020A - ICP MS
7010 - Graphite Furnace
7196A - Hexavalent Chromium
7470A - Aqueous Mercury
7471B - Solid Mercury
8011 - EDB/DBCP/TCP
8015C - GRO/DRO
8081B - Pesticides
8082A - PCB
8100M - TPH
8151A - Herbicides
8260B - VOA
8270D - SVOA
8270D SIM - SVOA Low Level
9014 - Cyanide
9038 - Sulfate
9040C - Aqueous pH
9045D - Solid pH (Corrosivity)
9050A - Specific Conductance
9056A - Anions (IC)
9060A - TOC
9095B - Paint Filter
MADEP 04-1.1 - EPH
MADEP 18-2.1 - VPH

Prep Methods

3005A - Aqueous ICP Digestion
3020A - Aqueous Graphite Furnace / ICP MS Digestion
3050B - Solid ICP / Graphite Furnace / ICP MS Digestion
3060A - Solid Hexavalent Chromium Digestion
3510C - Separatory Funnel Extraction
3520C - Liquid / Liquid Extraction
3540C - Manual Soxhlet Extraction
3541 - Automated Soxhlet Extraction
3546 - Microwave Extraction
3580A - Waste Dilution
5030B - Aqueous Purge and Trap
5030C - Aqueous Purge and Trap
5035A - Solid Purge and Trap

SW846 Reactivity Methods 7.3.3.2 (Reactive Cyanide) and 7.3.4.1 (Reactive Sulfide) have been withdrawn by EPA. These methods are reported per client request and are not NELAP accredited.

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

MassDEP Analytical Protocol Certification Form

MADEP RTN: _____

This form provides certification for the following data set: **19J0318-01 through 19J0318-02**

Matrices: ( ) Ground Water/Surface Water (X) Soil/Sediment ( ) Drinking Water ( ) Air ( ) Other:_____

CAM Protocol (check all that apply below):

( ) 8260 VOC CAM II A	( ) 7470/7471 Hg CAM III B	( ) MassDEP VPH (GC/PID/FID) CAM IV A	( ) 8082 PCB CAM V A	( ) 9014 Total Cyanide/PAC CAM VI A	( ) 6860 Perchlorate CAM VIII B
(X) 8270 SVOC CAM II B	( ) 7010 Metals CAM III C	( ) MassDEP VPH (GC/MS) CAM IV C	( ) 8081 Pesticides CAM V B	( ) 7196 Hex Cr CAM VI B	( ) MassDEP APH CAM IX A
( ) 6010 Metals CAM III A	( ) 6020 Metals CAM III D	(X) MassDEP EPH CAM IV B	( ) 8151 Herbicides CAM V C	( ) Explosives CAM VIII A	( ) TO-15 VOC CAM IX B

Affirmative responses to questions A through F are required for "Presumptive Certainty" status

A	Were all samples received in a condition consistent with those described on the Chain-of-Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times?	Yes (X) No ( )
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?	Yes (X) No ( )
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?	Yes (X) No ( )
D	Does the laboratory report comply with all the reporting requirements specified in the CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?	Yes (X) No ( )
E	VPH, EPH, APH and TO-15 only: a. Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications).	Yes (X) No ( )
	b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?	Yes ( ) No ( )
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?	Yes (X) No ( )

Responses to Questions G, H and I below are required for "'Presumptive Certainty" status

G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols(s)?	Yes ( ) No (X)*
	***Data User Note:* Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40. 1056 (2)(k) and WSC-07-350.**	
H	Were **all** QC performance standards specified in the CAM protocol(s) achieved?	Yes (X) No ( )*
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s)?	Yes (X) No ( )*

All negative responses must be addressed in an attached laboratory narrative.

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

Signature: Laurel Stoddard Date: October 17, 2019

Printed Name: Laurel Stoddard Position: Laboratory Director

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield
Client Sample ID: A
Date Sampled: 09/27/19 11:30
Percent Solids: 75
Initial Volume: 24.2
Final Volume: 2
Extraction Method: 3546

ESS Laboratory Work Order: 19J0318
ESS Laboratory Sample ID: 19J0318-01
Sample Matrix: Soil
Units: mg/kg dry

Prepared: 10/10/19 13:35

MADEP-EPH Extractable Petroleum Hydrocarbons

Analyte	Results (MRL)	MDL	Method	Limit	DF	Analyst	Analyzed	Sequence	Batch
C9-C18 Aliphatics1	ND (41.3)		MADEP-EPH		1	CAD	10/11/19 8:16	C9J0215	CJ91005
C19-C36 Aliphatics1	**67.2** (41.3)		MADEP-EPH		1	CAD	10/11/19 8:16	C9J0215	CJ91005
C11-C22 Unadjusted Aromatics1	ND (41.3)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
C11-C22 Aromatics1,2	ND (41.3)		EPH8270			VSC	10/11/19 9:04		[CALC]
2-Methylnaphthalene	ND (0.55)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Acenaphthene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Naphthalene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Phenanthrene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Acenaphthylene	ND (0.55)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Anthracene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Benzo(a)anthracene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Benzo(a)pyrene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Benzo(b)fluoranthene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Benzo(g,h,i)perylene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Benzo(k)fluoranthene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Chrysene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Dibenzo(a,h)Anthracene	ND (0.55)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Fluoranthene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Fluorene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Indeno(1,2,3-cd)Pyrene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005
Pyrene	ND (1.10)		EPH8270		1	VSC	10/11/19 9:04	C9J0202	CJ91005

	%Recovery	Qualifier	Limits
Surrogate: 1-Chlorooctadecane	*51 %*		*40-140*
Surrogate: 2-Bromonaphthalene	*214 %*		*40-140*
Surrogate: 2-Fluorobiphenyl	*213 %*		*40-140*
Surrogate: O-Terphenyl	*61 %*		*40-140*

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield
Client Sample ID: B
Date Sampled: 09/27/19 11:45
Percent Solids: 33
Initial Volume: 25.9
Final Volume: 2
Extraction Method: 3546

ESS Laboratory Work Order: 19J0318
ESS Laboratory Sample ID: 19J0318-02
Sample Matrix: Soil
Units: mg/kg dry

Prepared: 10/10/19 13:35

MADEP-EPH Extractable Petroleum Hydrocarbons

Analyte	Results (MRL)	MDL	Method	Limit	DF	Analyst	Analyzed	Sequence	Batch
C9-C18 Aliphatics1	ND (87.2)		MADEP-EPH		1	CAD	10/11/19 8:57	C9J0215	CJ91005
C19-C36 Aliphatics1	**351** (87.2)		MADEP-EPH		1	CAD	10/11/19 8:57	C9J0215	CJ91005
C11-C22 Unadjusted Aromatics1	ND (87.2)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
C11-C22 Aromatics1,2	ND (87.2)		EPH8270			VSC	10/11/19 9:41		[CALC]
2-Methylnaphthalene	ND (1.16)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Acenaphthene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Naphthalene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Phenanthrene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Acenaphthylene	ND (1.16)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Anthracene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Benzo(a)anthracene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Benzo(a)pyrene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Benzo(b)fluoranthene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Benzo(g,h,i)perylene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Benzo(k)fluoranthene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Chrysene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Dibenzo(a,h)Anthracene	ND (1.16)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Fluoranthene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Fluorene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Indeno(1,2,3-cd)Pyrene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005
Pyrene	ND (2.33)		EPH8270		1	VSC	10/11/19 9:41	C9J0202	CJ91005

	%Recovery	Qualifier	Limits
Surrogate: 1-Chlorooctadecane	*48 %*		*40-140*
Surrogate: 2-Bromonaphthalene	*198 %*		*40-140*
Surrogate: 2-Fluorobiphenyl	*192 %*		*40-140*
Surrogate: O-Terphenyl	*49 %*		*40-140*

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
MADEP-EPH Extractable Petroleum Hydrocarbons										
Batch CJ91005 - 3546										
Blank										
C19-C36 Aliphatics1	ND	15.0	mg/kg wet							
C9-C18 Aliphatics1	ND	15.0	mg/kg wet							
Decane (C10)	ND	0.5	mg/kg wet							
Docosane (C22)	ND	0.5	mg/kg wet							
Dodecane (C12)	ND	0.5	mg/kg wet							
Eicosane (C20)	ND	0.5	mg/kg wet							
Hexacosane (C26)	ND	0.5	mg/kg wet							
Hexadecane (C16)	ND	0.5	mg/kg wet							
Hexatriacontane (C36)	ND	0.5	mg/kg wet							
Nonadecane (C19)	ND	0.5	mg/kg wet							
Nonane (C9)	ND	0.5	mg/kg wet							
Octacosane (C28)	ND	0.5	mg/kg wet							
Octadecane (C18)	ND	0.5	mg/kg wet							
Tetracosane (C24)	ND	0.5	mg/kg wet							
Tetradecane (C14)	ND	0.5	mg/kg wet							
Triacontane (C30)	ND	0.5	mg/kg wet							
Surrogate: 1-Chlorooctadecane	*1.68*		mg/kg wet	*2.020*		*83*	*40-140*			
Blank										
2-Methylnaphthalene	ND	0.20	mg/kg wet							
Acenaphthene	ND	0.40	mg/kg wet							
Acenaphthylene	ND	0.20	mg/kg wet							
Anthracene	ND	0.40	mg/kg wet							
Benzo(a)anthracene	ND	0.40	mg/kg wet							
Benzo(a)pyrene	ND	0.40	mg/kg wet							
Benzo(b)fluoranthene	ND	0.40	mg/kg wet							
Benzo(g,h,i)perylene	ND	0.40	mg/kg wet							
Benzo(k)fluoranthene	ND	0.40	mg/kg wet							
C11-C22 Unadjusted Aromatics1	ND	15.0	mg/kg wet							
Chrysene	ND	0.40	mg/kg wet							
Dibenzo(a,h)Anthracene	ND	0.20	mg/kg wet							
Fluoranthene	ND	0.40	mg/kg wet							
Fluorene	ND	0.40	mg/kg wet							
Indeno(1,2,3-cd)Pyrene	ND	0.40	mg/kg wet							
Naphthalene	ND	0.40	mg/kg wet							
Phenanthrene	ND	0.40	mg/kg wet							
Pyrene	ND	0.40	mg/kg wet							
Surrogate: 2-Bromonaphthalene	*44.4*		mg/L	*50.00*		*89*	*40-140*			
Surrogate: 2-Fluorobiphenyl	*43.0*		mg/L	*50.00*		*86*	*40-140*			
Surrogate: O-Terphenyl	*1.35*		mg/kg wet	*2.008*		*67*	*40-140*			
LCS										
C19-C36 Aliphatics1	16.3	15.0	mg/kg wet	16.00		102	40-140			
C9-C18 Aliphatics1	10.0	15.0	mg/kg wet	12.00		83	40-140			
Decane (C10)	1.1	0.5	mg/kg wet	2.000		56	40-140			

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
MADEP-EPH Extractable Petroleum Hydrocarbons										
Batch CJ91005 - 3546										
Docosane (C22)	1.9	0.5	mg/kg wet	2.000		96	40-140			
Dodecane (C12)	1.2	0.5	mg/kg wet	2.000		61	40-140			
Eicosane (C20)	1.9	0.5	mg/kg wet	2.000		96	40-140			
Hexacosane (C26)	1.9	0.5	mg/kg wet	2.000		95	40-140			
Hexadecane (C16)	1.7	0.5	mg/kg wet	2.000		87	40-140			
Hexatriacontane (C36)	1.7	0.5	mg/kg wet	2.000		86	40-140			
Nonadecane (C19)	1.9	0.5	mg/kg wet	2.000		95	40-140			
Nonane (C9)	0.9	0.5	mg/kg wet	2.000		45	30-140			
Octacosane (C28)	1.9	0.5	mg/kg wet	2.000		95	40-140			
Octadecane (C18)	1.9	0.5	mg/kg wet	2.000		94	40-140			
Tetracosane (C24)	1.9	0.5	mg/kg wet	2.000		96	40-140			
Tetradecane (C14)	1.4	0.5	mg/kg wet	2.000		72	40-140			
Triacontane (C30)	1.9	0.5	mg/kg wet	2.000		94	40-140			
Surrogate: 1-Chlorooctadecane	*1.75*		mg/kg wet	*2.020*		*87*	*40-140*			
LCS										
2-Methylnaphthalene	1.65	0.20	mg/kg wet	2.000		82	40-140			
Acenaphthene	1.71	0.40	mg/kg wet	2.000		85	40-140			
Acenaphthylene	1.65	0.20	mg/kg wet	2.000		83	40-140			
Anthracene	1.80	0.40	mg/kg wet	2.000		90	40-140			
Benzo(a)anthracene	1.83	0.40	mg/kg wet	2.000		92	40-140			
Benzo(a)pyrene	1.77	0.40	mg/kg wet	2.000		88	40-140			
Benzo(b)fluoranthene	1.79	0.40	mg/kg wet	2.000		89	40-140			
Benzo(g,h,i)perylene	1.61	0.40	mg/kg wet	2.000		81	40-140			
Benzo(k)fluoranthene	1.74	0.40	mg/kg wet	2.000		87	40-140			
C11-C22 Unadjusted Aromatics1	30.8	15.0	mg/kg wet	34.00		91	40-140			
Chrysene	1.78	0.40	mg/kg wet	2.000		89	40-140			
Dibenzo(a,h)Anthracene	1.78	0.20	mg/kg wet	2.000		89	40-140			
Fluoranthene	1.87	0.40	mg/kg wet	2.000		94	40-140			
Fluorene	1.75	0.40	mg/kg wet	2.000		87	40-140			
Indeno(1,2,3-cd)Pyrene	1.87	0.40	mg/kg wet	2.000		93	40-140			
Naphthalene	1.48	0.40	mg/kg wet	2.000		74	40-140			
Phenanthrene	1.87	0.40	mg/kg wet	2.000		93	40-140			
Pyrene	1.89	0.40	mg/kg wet	2.000		95	40-140			
Surrogate: 2-Bromonaphthalene	*46.7*		mg/L	*50.00*		*93*	*40-140*			
Surrogate: 2-Fluorobiphenyl	*46.0*		mg/L	*50.00*		*92*	*40-140*			
Surrogate: O-Terphenyl	*1.43*		mg/kg wet	*2.008*		*71*	*40-140*			
LCS										
2-Methylnaphthalene Breakthrough	0.0		%				0-5			
Naphthalene Breakthrough	0.0		%				0-5			
LCS Dup										
C19-C36 Aliphatics1	16.8	15.0	mg/kg wet	16.00		105	40-140	3	25	
C9-C18 Aliphatics1	10.8	15.0	mg/kg wet	12.00		90	40-140	8	25	
Decane (C10)	1.3	0.5	mg/kg wet	2.000		64	40-140	14	25	
Docosane (C22)	2.0	0.5	mg/kg wet	2.000		101	40-140	5	25	

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
MADEP-EPH Extractable Petroleum Hydrocarbons										
Batch CJ91005 - 3546										
Dodecane (C12)	1.4	0.5	mg/kg wet	2.000		70	40-140	14	25	
Eicosane (C20)	2.0	0.5	mg/kg wet	2.000		100	40-140	4	25	
Hexacosane (C26)	2.0	0.5	mg/kg wet	2.000		99	40-140	4	25	
Hexadecane (C16)	1.9	0.5	mg/kg wet	2.000		93	40-140	7	25	
Hexatriacontane (C36)	1.8	0.5	mg/kg wet	2.000		89	40-140	4	25	
Nonadecane (C19)	2.0	0.5	mg/kg wet	2.000		98	40-140	4	25	
Nonane (C9)	1.1	0.5	mg/kg wet	2.000		53	30-140	15	25	
Octacosane (C28)	2.0	0.5	mg/kg wet	2.000		99	40-140	4	25	
Octadecane (C18)	2.0	0.5	mg/kg wet	2.000		101	40-140	7	25	
Tetracosane (C24)	2.0	0.5	mg/kg wet	2.000		100	40-140	5	25	
Tetradecane (C14)	1.6	0.5	mg/kg wet	2.000		81	40-140	12	25	
Triacontane (C30)	2.0	0.5	mg/kg wet	2.000		98	40-140	4	25	
Surrogate: 1-Chlorooctadecane	*1.67*		mg/kg wet	*2.020*		*83*	*40-140*			
LCS Dup										
2-Methylnaphthalene	1.87	0.20	mg/kg wet	2.000		94	40-140	13	30	
Acenaphthene	1.88	0.40	mg/kg wet	2.000		94	40-140	9	30	
Acenaphthylene	1.87	0.20	mg/kg wet	2.000		94	40-140	12	30	
Anthracene	1.97	0.40	mg/kg wet	2.000		99	40-140	9	30	
Benzo(a)anthracene	1.86	0.40	mg/kg wet	2.000		93	40-140	1	30	
Benzo(a)pyrene	1.90	0.40	mg/kg wet	2.000		95	40-140	7	30	
Benzo(b)fluoranthene	1.87	0.40	mg/kg wet	2.000		93	40-140	4	30	
Benzo(g,h,i)perylene	1.72	0.40	mg/kg wet	2.000		86	40-140	6	30	
Benzo(k)fluoranthene	1.82	0.40	mg/kg wet	2.000		91	40-140	5	30	
C11-C22 Unadjusted Aromatics1	35.6	15.0	mg/kg wet	34.00		105	40-140	14	25	
Chrysene	1.84	0.40	mg/kg wet	2.000		92	40-140	3	30	
Dibenzo(a,h)Anthracene	1.85	0.20	mg/kg wet	2.000		93	40-140	4	30	
Fluoranthene	1.96	0.40	mg/kg wet	2.000		98	40-140	5	30	
Fluorene	1.90	0.40	mg/kg wet	2.000		95	40-140	8	30	
Indeno(1,2,3-cd)Pyrene	1.97	0.40	mg/kg wet	2.000		99	40-140	5	30	
Naphthalene	1.76	0.40	mg/kg wet	2.000		88	40-140	17	30	
Phenanthrene	1.97	0.40	mg/kg wet	2.000		99	40-140	5	30	
Pyrene	1.98	0.40	mg/kg wet	2.000		99	40-140	4	30	
Surrogate: 2-Bromonaphthalene	*49.2*		mg/L	*50.00*		*98*	*40-140*			
Surrogate: 2-Fluorobiphenyl	*48.3*		mg/L	*50.00*		*97*	*40-140*			
Surrogate: O-Terphenyl	*1.46*		mg/kg wet	*2.008*		*73*	*40-140*			
LCS Dup										
2-Methylnaphthalene Breakthrough	0.0		%				0-5		200	
Naphthalene Breakthrough	0.0		%				0-5		200	

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

Notes and Definitions

U	Analyte included in the analysis, but not detected
EL	Elevated Method Reporting Limits due to sample matrix (EL).
ND	Analyte NOT DETECTED at or above the MRL (LOQ), LOD for DoD Reports, MDL for J-Flagged Analytes
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
MDL	Method Detection Limit
MRL	Method Reporting Limit
LOD	Limit of Detection
LOQ	Limit of Quantitation
DL	Detection Limit
I/V	Initial Volume
F/V	Final Volume
§	Subcontracted analysis; see attached report
1	Range result excludes concentrations of surrogates and/or internal standards eluting in that range.
2	Range result excludes concentrations of target analytes eluting in that range.
3	Range result excludes the concentration of the C9-C10 aromatic range.
Avg	Results reported as a mathematical average.
NR	No Recovery
[CALC]	Calculated Analyte
SUB	Subcontracted analysis; see attached report
RL	Reporting Limit
EDL	Estimated Detection Limit
MF	Membrane Filtration
MPN	Most Probably Number
TNTC	Too numerous to Count
CFU	Colony Forming Units

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0318

ESS LABORATORY CERTIFICATIONS AND ACCREDITATIONS

ENVIRONMENTAL

Rhode Island Potable and Non Potable Water: LAI00179
http://www.health.ri.gov/find/labs/analytical/ESS.pdf

Connecticut Potable and Non Potable Water, Solid and Hazardous Waste: PH-0750
http://www.ct.gov/dph/lib/dph/environmental_health/environmental_laboratories/pdf/OutofStateCommercialLaboratories.pdf

Maine Potable and Non Potable Water, and Solid and Hazardous Waste: RI00002
http://www.maine.gov/dhhs/mecdc/environmental-health/dwp/partners/labCert.shtml

Massachusetts Potable and Non Potable Water: M-RI002
http://public.dep.state.ma.us/Labcert/Labcert.aspx

New Hampshire (NELAP accredited) Potable and Non Potable Water, Solid and Hazardous Waste: 2424
http://des.nh.gov/organization/divisions/water/dwgb/nhelap/index.htm

New York (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: 11313
http://www.wadsworth.org/labcert/elap/comm.html

New Jersey (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: RI006
http://datamine2.state.nj.us/DEP_OPRA/OpraMain/pi_main?mode=pi_by_site&sort_order=PI_NAMEA&Select+a+Site:=58715

United States Department of Agriculture Soil Permit: P330-12-00139

Pennsylvania: 68-01752
http://www.dep.pa.gov/Business/OtherPrograms/Labs/Pages/Laboratory-Accreditation-Program.aspx

ESS Laboratory Sample and Cooler Receipt Checklist

Client: NRC - KPB/HDM

Shipped/Delivered Via: ESS Courier

ESS Project ID: 19J0318
Date Received: 10/9/2019
Project Due Date: 10/17/2019
Days for Project: 5 Day

1. Air bill manifest present? No
   Air No.: NA
2. Were custody seals present? No
3. Is radiation count <100 CPM? Yes
4. Is a Cooler Present? Yes
   Temp: 1.8 Iced with: Ice
5. Was COC signed and dated by client? Yes
6. Does COC match bottles? Yes
7. Is COC complete and correct? Yes
8. Were samples received intact? Yes
9. **Were labs informed about short holds & rushes?** Yes / No / (NA)
10. Were any analyses received outside of hold time? Yes / (No)

11. Any Subcontracting needed? Yes / (No)
    ESS Sample IDs:
    Analysis:
    TAT:
12. Were VOAs received? Yes / (No)
    a. Air bubbles in aqueous VOAs? Yes / No
    b. Does methanol cover soil completely? Yes / No / NA

13. Are the samples properly preserved? (Yes) / No
    a. If metals preserved upon receipt: Date: Time: By:
    b. Low Level VOA vials frozen: Date: Time: By:

Sample Receiving Notes:

14. Was there a need to contact Project Manager? Yes / (No)
    a. Was there a need to contact the client? Yes / (No)
    Who was contacted? Date: Time: By:

Sample Number	Container ID	Proper Container	Air Bubbles Present	Sufficient Volume	Container Type	Preservative	Record pH (Cyanide and 608 Pesticides)
01	397601	Yes	NA	Yes	8 oz. Jar - Unpres	NP	
02	397600	Yes	NA	Yes	8 oz. Jar - Unpres	NP	

2nd Review

Were all containers scanned into storage/lab? Initials
(Yes) / No
Are barcode labels on correct containers? Yes / No / NA
Are all Flashpoint stickers attached/container ID # circled? Yes / No / NA
Are all Hex Chrome stickers attached? Yes / No / NA
Are all QC stickers attached? Yes / No / NA
Are VOA stickers attached if bubbles noted? Yes / No / NA

Completed By: Date & Time: 10/9/19 18:47
Reviewed By: Date & Time: 10/9/19 1942
Delivered By: 10/9/19 1942

1950376 19J0318

ESS Laboratory

Division of Thielsch Engineering, Inc.
185 Frances Avenue, Cranston RI 02910
Tel. (401) 461-7181 Fax (401) 461-4486
www.esslaboratory.com

CHAIN OF CUSTODY

ESS Lab # ~~19J0314~~ E

Turn Time: 5 Days
Regulatory State: MA
Is this project for any of the following?: ○ CT RCP ☒ MA MCP ○ RGP
Reporting Limits: ~~5x~~ 5x/6w.23
Electonic Deliverables: ☒ Data Checker ☒ Excel ☒ Other (Please Specify →) PDF

Company Name: NRC
Contact Person: R. LAMONTE
Project #: 1297-74
Project Name: NEEDHAM
Address: 19 NATICK DR
City: FRANKLIN
State: MA
Zip Code: 02038
PO #: 1297-74
Telephone Number: 508 966 6000
FAX Number: N/A
Email Address: RLAMONTE@NRCC.COM

Analysis: TOTAL # OF CANS

| ESS Lab ID | Collection Date | Collection Time | Sample Type | Sample Matrix | Sample ID | | |

CERTIFICATE OF ANALYSIS

Rick LaMothe
NRC
19 National Drive
Franklin, MA 02038

RE: Medfield (129774)
ESS Laboratory Work Order Number: 19J0314

This signed Certificate of Analysis is our approved release of your analytical results. These results are only representative of sample aliquots received at the laboratory. ESS Laboratory expects its clients to follow all regulatory sampling guidelines. Beginning with this page, the entire report has been paginated. This report should not be copied except in full without the approval of the laboratory. Samples will be disposed of thirty days after the final report has been delivered. If you have any questions or concerns, please feel free to call our Customer Service Department.

Laurel Stoddard
Laboratory Director

REVIEWED
By ESS Laboratory at 3:24 pm, Oct 17, 2019

Analytical Summary
The project as described above has been analyzed in accordance with the ESS Quality Assurance Plan. This plan utilizes the following methodologies: US EPA SW-846, US EPA Methods for Chemical Analysis of Water and Wastes per 40 CFR Part 136, APHA Standard Methods for the Examination of Water and Wastewater, American Society for Testing and Materials (ASTM), and other recognized methodologies. The analyses with these noted observations are in conformance to the Quality Assurance Plan. In chromatographic analysis, manual integration is frequently used instead of automated integration because it produces more accurate results.

The test results present in this report are in compliance with TNI and relative state standards, and/or client Quality Assurance Project Plans (QAPP). The laboratory has reviewed the following: Sample Preservations, Hold Times, Initial Calibrations, Continuing Calibrations, Method Blanks, Blank Spikes, Blank Spike Duplicates, Duplicates, Matrix Spikes, Matrix Spike Duplicates, Surrogates and Internal Standards. Any results which were found to be outside of the recommended ranges stated in our SOPs will be noted in the Project Narrative.

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

SAMPLE RECEIPT

The following samples were received on October 09, 2019 for the analyses specified on the enclosed Chain of Custody Record.

To achieve CAM compliance for MCP data, ESS Laboratory has reviewed all QA/QC Requirements and Performance Standards listed in each method. Holding times and preservation have also been reviewed. All CAM requirements have been performed and achieved unless noted in the project narrative.

Each method has been set-up in the laboratory to reach required MCP standards. The methods for aqueous VOA and Soil Methanol VOA have known limitations for certain analytes. The regulatory standards may not be achieved due to these limitations. In addition, for all methods, matrix interferences, dilutions, and %Solids may elevate method reporting limits above regulatory standards. ESS Laboratory can provide, upon request, a Limit Checker (regulatory standard comparison spreadsheet) electronic deliverable which will highlight these exceedances.

Lab Number	Sample Name	Matrix	Analysis
19J0314-01	A	Ground Water	EPH8270, EPH8270SIM, MADEP-EPH
19J0314-02	B	Ground Water	EPH8270, EPH8270SIM, MADEP-EPH

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

PROJECT NARRATIVE

No unusual observations noted.

End of Project Narrative.

DATA USABILITY LINKS

To ensure you are viewing the most current version of the documents below, please clear your internet cookies for www.ESSLaboratory.com. Consult your IT Support personnel for information on how to clear your internet cookies.

Definitions of Quality Control Parameters

Semivolatile Organics Internal Standard Information

Semivolatile Organics Surrogate Information

Volatile Organics Internal Standard Information

Volatile Organics Surrogate Information

EPH and VPH Alkane Lists

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

CURRENT SW-846 METHODOLOGY VERSIONS

Analytical Methods

1010A - Flashpoint
6010C - ICP
6020A - ICP MS
7010 - Graphite Furnace
7196A - Hexavalent Chromium
7470A - Aqueous Mercury
7471B - Solid Mercury
8011 - EDB/DBCP/TCP
8015C - GRO/DRO
8081B - Pesticides
8082A - PCB
8100M - TPH
8151A - Herbicides
8260B - VOA
8270D - SVOA
8270D SIM - SVOA Low Level
9014 - Cyanide
9038 - Sulfate
9040C - Aqueous pH
9045D - Solid pH (Corrosivity)
9050A - Specific Conductance
9056A - Anions (IC)
9060A - TOC
9095B - Paint Filter
MADEP 04-1.1 - EPH
MADEP 18-2.1 - VPH

Prep Methods

3005A - Aqueous ICP Digestion
3020A - Aqueous Graphite Furnace / ICP MS Digestion
3050B - Solid ICP / Graphite Furnace / ICP MS Digestion
3060A - Solid Hexavalent Chromium Digestion
3510C - Separatory Funnel Extraction
3520C - Liquid / Liquid Extraction
3540C - Manual Soxhlet Extraction
3541 - Automated Soxhlet Extraction
3546 - Microwave Extraction
3580A - Waste Dilution
5030B - Aqueous Purge and Trap
5030C - Aqueous Purge and Trap
5035A - Solid Purge and Trap

SW846 Reactivity Methods 7.3.3.2 (Reactive Cyanide) and 7.3.4.1 (Reactive Sulfide) have been withdrawn by EPA. These methods are reported per client request and are not NELAP accredited.

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

MassDEP Analytical Protocol Certification Form

MADEP RTN: _____

This form provides certification for the following data set: **19J0314-01 through 19J0314-02**

Matrices: (X) Ground Water/Surface Water ( ) Soil/Sediment ( ) Drinking Water ( ) Air ( ) Other:_____

CAM Protocol (check all that apply below):

( ) 8260 VOC CAM II A	( ) 7470/7471 Hg CAM III B	( ) MassDEP VPH (GC/PID/FID) CAM IV A	( ) 8082 PCB CAM V A	( ) 9014 Total Cyanide/PAC CAM VI A	( ) 6860 Perchlorate CAM VIII B
(X) 8270 SVOC CAM II B	( ) 7010 Metals CAM III C	( ) MassDEP VPH (GC/MS) CAM IV C	( ) 8081 Pesticides CAM V B	( ) 7196 Hex Cr CAM VI B	( ) MassDEP APH CAM IX A
( ) 6010 Metals CAM III A	( ) 6020 Metals CAM III D	(X) MassDEP EPH CAM IV B	( ) 8151 Herbicides CAM V C	( ) Explosives CAM VIII A	( ) TO-15 VOC CAM IX B

Affirmative responses to questions A through F are required for "Presumptive Certainty" status

A	Were all samples received in a condition consistent with those described on the Chain-of-Custody, properly preserved (including temperature) in the field or laboratory, and prepared/analyzed within method holding times?	Yes (X) No ( )
B	Were the analytical method(s) and all associated QC requirements specified in the selected CAM protocol(s) followed?	Yes (X) No ( )
C	Were all required corrective actions and analytical response actions specified in the selected CAM protocol(s) implemented for all identified performance standard non-conformances?	Yes (X) No ( )
D	Does the laboratory report comply with all the reporting requirements specified in the CAM VII A, "Quality Assurance and Quality Control Guidelines for the Acquisition and Reporting of Analytical Data"?	Yes (X) No ( )
E	VPH, EPH, APH and TO-15 only: a. Was each method conducted without significant modification(s)? (Refer to the individual method(s) for a list of significant modifications).	Yes ( ) No ( )
	b. APH and TO-15 Methods only: Was the complete analyte list reported for each method?	Yes ( ) No ( )
F	Were all applicable CAM protocol QC and performance standard non-conformances identified and evaluated in a laboratory narrative (including all "No" responses to Questions A through E)?	Yes (X) No ( )

Responses to Questions G, H and I below are required for "'Presumptive Certainty" status

G	Were the reporting limits at or below all CAM reporting limits specified in the selected CAM protocols(s)?	Yes (X) No ( )*
	***Data User Note:** Data that achieve "Presumptive Certainty" status may not necessarily meet the data usability and representativeness requirements described in 310 CMR 40. 1056 (2)(k) and WSC-07-350.*	
H	Were **all** QC performance standards specified in the CAM protocol(s) achieved?	Yes (X) No ( )*
I	Were results reported for the complete analyte list specified in the selected CAM protocol(s)?	Yes (X) No ( )*

****All negative responses must be addressed in an attached laboratory narrative.***

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

Signature: _____ Date: October 17, 2019

Printed Name: Laurel Stoddard Position: Laboratory Director

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield
Client Sample ID: A
Date Sampled: 09/27/19 11:30
Percent Solids: N/A
Initial Volume: 1040
Final Volume: 1
Extraction Method: 3510C

ESS Laboratory Work Order: 19J0314
ESS Laboratory Sample ID: 19J0314-01
Sample Matrix: Ground Water
Units: ug/L

Prepared: 10/10/19 12:25

MADEP-EPH Extractable Petroleum Hydrocarbons

Analyte	Results (MRL)	MDL	Method	Limit	DF	Analyst	Analyzed	Sequence	Batch
C9-C18 Aliphatics1	ND (96)		MADEP-EPH		1	CAD	10/10/19 16:11	C9J0216	CJ91001
C19-C36 Aliphatics1	ND (96)		MADEP-EPH		1	CAD	10/10/19 16:11	C9J0216	CJ91001
C11-C22 Unadjusted Aromatics1	ND (96.2)		EPH8270		1	ZLC	10/10/19 16:44	C9J0205	CJ91001
C11-C22 Aromatics1,2	ND (96.2)		EPH8270			IBM	10/10/19 20:19		[CALC]
2-Methylnaphthalene	ND (0.48)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Acenaphthene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Naphthalene	ND (0.48)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Phenanthrene	ND (0.48)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Acenaphthylene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Anthracene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Benzo(a)anthracene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Benzo(a)pyrene	ND (0.10)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Benzo(b)fluoranthene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Benzo(g,h,i)perylene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Benzo(k)fluoranthene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Chrysene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Dibenzo(a,h)Anthracene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Fluoranthene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Fluorene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Indeno(1,2,3-cd)Pyrene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Pyrene	ND (0.19)		EPH8270SIM		1	IBM	10/10/19 20:19	C9J0219	CJ91001
Preservative:	**pH <= 2**		MADEP-EPH			CAD			CJ91001

	%Recovery	Qualifier	Limits
Surrogate: 1-Chlorooctadecane	*70 %*		*40-140*
Surrogate: 2-Bromonaphthalene	*127 %*		*40-140*
Surrogate: 2-Fluorobiphenyl	*109 %*		*40-140*
Surrogate: O-Terphenyl	*96 %*		*40-140*

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield
Client Sample ID: B
Date Sampled: 09/27/19 11:45
Percent Solids: N/A
Initial Volume: 1020
Final Volume: 1
Extraction Method: 3510C

ESS Laboratory Work Order: 19J0314
ESS Laboratory Sample ID: 19J0314-02
Sample Matrix: Ground Water
Units: ug/L

Prepared: 10/10/19 12:25

MADEP-EPH Extractable Petroleum Hydrocarbons

Analyte	Results (MRL)	MDL	Method	Limit	DF	Analyst	Analyzed	Sequence	Batch
C9-C18 Aliphatics1	ND (98)		MADEP-EPH		1	CAD	10/10/19 16:58	C9J0216	CJ91001
C19-C36 Aliphatics1	ND (98)		MADEP-EPH		1	CAD	10/10/19 16:58	C9J0216	CJ91001
C11-C22 Unadjusted Aromatics1	ND (98.0)		EPH8270		1	ZLC	10/10/19 17:27	C9J0205	CJ91001
C11-C22 Aromatics1,2	ND (98.0)		EPH8270			IBM	10/10/19 21:08		[CALC]
2-Methylnaphthalene	ND (0.49)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Acenaphthene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Naphthalene	ND (0.49)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Phenanthrene	ND (0.49)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Acenaphthylene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Anthracene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Benzo(a)anthracene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Benzo(a)pyrene	ND (0.10)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Benzo(b)fluoranthene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Benzo(g,h,i)perylene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Benzo(k)fluoranthene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Chrysene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Dibenzo(a,h)Anthracene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Fluoranthene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Fluorene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Indeno(1,2,3-cd)Pyrene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Pyrene	ND (0.20)		EPH8270SIM		1	IBM	10/10/19 21:08	C9J0219	CJ91001
Preservative:	**pH <= 2**		MADEP-EPH			CAD			CJ91001

	%Recovery	Qualifier	Limits
Surrogate: 1-Chlorooctadecane	*75 %*		*40-140*
Surrogate: 2-Bromonaphthalene	*123 %*		*40-140*
Surrogate: 2-Fluorobiphenyl	*107 %*		*40-140*
Surrogate: O-Terphenyl	*99 %*		*40-140*

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
MADEP-EPH Extractable Petroleum Hydrocarbons										
Batch CJ91001 - 3510C										
Blank										
C19-C36 Aliphatics1	ND	100	ug/L							
C9-C18 Aliphatics1	ND	100	ug/L							
Decane (C10)	ND	5	ug/L							
Docosane (C22)	ND	5	ug/L							
Dodecane (C12)	ND	5	ug/L							
Eicosane (C20)	ND	5	ug/L							
Hexacosane (C26)	ND	5	ug/L							
Hexadecane (C16)	ND	5	ug/L							
Hexatriacontane (C36)	ND	5	ug/L							
Nonadecane (C19)	ND	5	ug/L							
Nonane (C9)	ND	5	ug/L							
Octacosane (C28)	ND	5	ug/L							
Octadecane (C18)	ND	5	ug/L							
Tetracosane (C24)	ND	5	ug/L							
Tetradecane (C14)	ND	5	ug/L							
Triacontane (C30)	ND	5	ug/L							
Surrogate: 1-Chlorooctadecane	*44.5*		ug/L	*50.50*		*88*	*40-140*			
Blank										
C11-C22 Unadjusted Aromatics1	ND	100	ug/L							
Surrogate: 2-Bromonaphthalene	*66.1*		mg/L	*50.00*		*132*	*40-140*			
Surrogate: 2-Fluorobiphenyl	*57.2*		mg/L	*50.00*		*114*	*40-140*			
Surrogate: O-Terphenyl	*52.1*		ug/L	*50.20*		*104*	*40-140*			
Blank										
2-Methylnaphthalene	ND	0.50	ug/L							
Acenaphthene	ND	0.20	ug/L							
Acenaphthylene	ND	0.20	ug/L							
Anthracene	ND	0.20	ug/L							
Benzo(a)anthracene	ND	0.20	ug/L							
Benzo(a)pyrene	ND	0.10	ug/L							
Benzo(b)fluoranthene	ND	0.20	ug/L							
Benzo(g,h,i)perylene	ND	0.20	ug/L							
Benzo(k)fluoranthene	ND	0.20	ug/L							
Chrysene	ND	0.20	ug/L							
Dibenzo(a,h)Anthracene	ND	0.20	ug/L							
Fluoranthene	ND	0.20	ug/L							
Fluorene	ND	0.20	ug/L							
Indeno(1,2,3-cd)Pyrene	ND	0.20	ug/L							
Naphthalene	ND	0.50	ug/L							
Phenanthrene	ND	0.50	ug/L							
Pyrene	ND	0.20	ug/L							
LCS										
C19-C36 Aliphatics1	455	100	ug/L	400.0		114	40-140			
C9-C18 Aliphatics1	299	100	ug/L	300.0		100	40-140			

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
MADEP-EPH Extractable Petroleum Hydrocarbons										
Batch CJ91001 - 3510C										
Decane (C10)	35	5	ug/L	50.00		71	40-140			
Docosane (C22)	55	5	ug/L	50.00		111	40-140			
Dodecane (C12)	42	5	ug/L	50.00		84	40-140			
Eicosane (C20)	54	5	ug/L	50.00		108	40-140			
Hexacosane (C26)	55	5	ug/L	50.00		109	40-140			
Hexadecane (C16)	52	5	ug/L	50.00		104	40-140			
Hexatriacontane (C36)	51	5	ug/L	50.00		102	40-140			
Nonadecane (C19)	54	5	ug/L	50.00		108	40-140			
Nonane (C9)	28	5	ug/L	50.00		55	30-140			
Octacosane (C28)	55	5	ug/L	50.00		110	40-140			
Octadecane (C18)	54	5	ug/L	50.00		107	40-140			
Tetracosane (C24)	55	5	ug/L	50.00		110	40-140			
Tetradecane (C14)	49	5	ug/L	50.00		98	40-140			
Triacontane (C30)	54	5	ug/L	50.00		109	40-140			
Surrogate: 1-Chlorooctadecane	*48.6*		ug/L	*50.50*		*96*	*40-140*			
LCS										
C11-C22 Unadjusted Aromatics1	1140	100	ug/L	850.0		134	40-140			
Surrogate: 2-Bromonaphthalene	*62.6*		mg/L	*50.00*		*125*	*40-140*			
Surrogate: 2-Fluorobiphenyl	*56.3*		mg/L	*50.00*		*113*	*40-140*			
Surrogate: O-Terphenyl	*52.6*		ug/L	*50.20*		*105*	*40-140*			
LCS										
2-Methylnaphthalene Breakthrough	0.0		%				0-5			
Naphthalene Breakthrough	0.0		%				0-5			
LCS										
2-Methylnaphthalene	4.75	0.50	ug/L	5.000		95	40-140			
Acenaphthene	5.71	0.20	ug/L	5.000		114	40-140			
Acenaphthylene	6.08	0.20	ug/L	5.000		122	40-140			
Anthracene	5.85	0.20	ug/L	5.000		117	40-140			
Benzo(a)anthracene	5.85	0.20	ug/L	5.000		117	40-140			
Benzo(a)pyrene	5.65	0.10	ug/L	5.000		113	40-140			
Benzo(b)fluoranthene	5.95	0.20	ug/L	5.000		119	40-140			
Benzo(g,h,i)perylene	5.27	0.20	ug/L	5.000		105	40-140			
Benzo(k)fluoranthene	5.68	0.20	ug/L	5.000		114	40-140			
Chrysene	6.05	0.20	ug/L	5.000		121	40-140			
Dibenzo(a,h)Anthracene	5.23	0.20	ug/L	5.000		105	40-140			
Fluoranthene	5.80	0.20	ug/L	5.000		116	40-140			
Fluorene	5.89	0.20	ug/L	5.000		118	40-140			
Indeno(1,2,3-cd)Pyrene	5.34	0.20	ug/L	5.000		107	40-140			
Naphthalene	4.79	0.50	ug/L	5.000		96	40-140			
Phenanthrene	5.42	0.50	ug/L	5.000		108	40-140			
Pyrene	6.51	0.20	ug/L	5.000		130	40-140			
LCS Dup										
C19-C36 Aliphatics1	440	100	ug/L	400.0		110	40-140	3	25	
C9-C18 Aliphatics1	280	100	ug/L	300.0		93	40-140	7	25	

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

Quality Control Data

Analyte	Result	MRL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
MADEP-EPH Extractable Petroleum Hydrocarbons										
Batch CJ91001 - 3510C										
Decane (C10)	33	5	ug/L	50.00		65	40-140	8	25	
Docosane (C22)	53	5	ug/L	50.00		107	40-140	3	25	
Dodecane (C12)	39	5	ug/L	50.00		78	40-140	8	25	
Eicosane (C20)	52	5	ug/L	50.00		104	40-140	4	25	
Hexacosane (C26)	53	5	ug/L	50.00		106	40-140	3	25	
Hexadecane (C16)	49	5	ug/L	50.00		99	40-140	5	25	
Hexatriacontane (C36)	50	5	ug/L	50.00		99	40-140	3	25	
Nonadecane (C19)	52	5	ug/L	50.00		104	40-140	4	25	
Nonane (C9)	25	5	ug/L	50.00		51	30-140	8	25	
Octacosane (C28)	53	5	ug/L	50.00		106	40-140	3	25	
Octadecane (C18)	51	5	ug/L	50.00		103	40-140	4	25	
Tetracosane (C24)	53	5	ug/L	50.00		106	40-140	3	25	
Tetradecane (C14)	46	5	ug/L	50.00		93	40-140	6	25	
Triacontane (C30)	53	5	ug/L	50.00		106	40-140	3	25	
Surrogate: 1-Chlorooctadecane	*46.1*		ug/L	*50.50*		*91*	*40-140*			
LCS Dup										
C11-C22 Unadjusted Aromatics1	1130	100	ug/L	850.0		133	40-140	1	25	
Surrogate: 2-Bromonaphthalene	*61.6*		mg/L	*50.00*		*123*	*40-140*			
Surrogate: 2-Fluorobiphenyl	*57.1*		mg/L	*50.00*		*114*	*40-140*			
Surrogate: O-Terphenyl	*51.2*		ug/L	*50.20*		*102*	*40-140*			
LCS Dup										
2-Methylnaphthalene Breakthrough	0.0		%				0-5		200	
Naphthalene Breakthrough	0.0		%				0-5		200	
LCS Dup										
2-Methylnaphthalene	4.79	0.50	ug/L	5.000		96	40-140	0.8	20	
Acenaphthene	5.71	0.20	ug/L	5.000		114	40-140	0.04	20	
Acenaphthylene	6.02	0.20	ug/L	5.000		120	40-140	0.9	20	
Anthracene	5.82	0.20	ug/L	5.000		116	40-140	0.5	20	
Benzo(a)anthracene	5.83	0.20	ug/L	5.000		117	40-140	0.4	20	
Benzo(a)pyrene	5.83	0.10	ug/L	5.000		117	40-140	3	20	
Benzo(b)fluoranthene	6.09	0.20	ug/L	5.000		122	40-140	2	20	
Benzo(g,h,i)perylene	5.30	0.20	ug/L	5.000		106	40-140	0.7	20	
Benzo(k)fluoranthene	5.73	0.20	ug/L	5.000		115	40-140	0.8	20	
Chrysene	6.32	0.20	ug/L	5.000		126	40-140	4	20	
Dibenzo(a,h)Anthracene	5.23	0.20	ug/L	5.000		105	40-140	0.007	20	
Fluoranthene	5.85	0.20	ug/L	5.000		117	40-140	0.8	20	
Fluorene	5.86	0.20	ug/L	5.000		117	40-140	0.7	20	
Indeno(1,2,3-cd)Pyrene	5.35	0.20	ug/L	5.000		107	40-140	0.09	20	
Naphthalene	4.75	0.50	ug/L	5.000		95	40-140	0.7	20	
Phenanthrene	5.51	0.50	ug/L	5.000		110	40-140	2	20	
Pyrene	6.60	0.20	ug/L	5.000		132	40-140	1	20	

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

Notes and Definitions

Z-06	pH <= 2
U	Analyte included in the analysis, but not detected
ND	Analyte NOT DETECTED at or above the MRL (LOQ), LOD for DoD Reports, MDL for J-Flagged Analytes
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference
MDL	Method Detection Limit
MRL	Method Reporting Limit
LOD	Limit of Detection
LOQ	Limit of Quantitation
DL	Detection Limit
I/V	Initial Volume
F/V	Final Volume
§	Subcontracted analysis; see attached report
1	Range result excludes concentrations of surrogates and/or internal standards eluting in that range.
2	Range result excludes concentrations of target analytes eluting in that range.
3	Range result excludes the concentration of the C9-C10 aromatic range.
Avg	Results reported as a mathematical average.
NR	No Recovery
[CALC]	Calculated Analyte
SUB	Subcontracted analysis; see attached report
RL	Reporting Limit
EDL	Estimated Detection Limit
MF	Membrane Filtration
MPN	Most Probably Number
TNTC	Too numerous to Count
CFU	Colony Forming Units

CERTIFICATE OF ANALYSIS

Client Name: NRC
Client Project ID: Medfield

ESS Laboratory Work Order: 19J0314

ESS LABORATORY CERTIFICATIONS AND ACCREDITATIONS

ENVIRONMENTAL

Rhode Island Potable and Non Potable Water: LAI00179
http://www.health.ri.gov/find/labs/analytical/ESS.pdf

Connecticut Potable and Non Potable Water, Solid and Hazardous Waste: PH-0750
http://www.ct.gov/dph/lib/dph/environmental_health/environmental_laboratories/pdf/OutofStateCommercialLaboratories.pdf

Maine Potable and Non Potable Water, and Solid and Hazardous Waste: RI00002
http://www.maine.gov/dhhs/mecdc/environmental-health/dwp/partners/labCert.shtml

Massachusetts Potable and Non Potable Water: M-RI002
http://public.dep.state.ma.us/Labcert/Labcert.aspx

New Hampshire (NELAP accredited) Potable and Non Potable Water, Solid and Hazardous Waste: 2424
http://des.nh.gov/organization/divisions/water/dwgb/nhelap/index.htm

New York (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: 11313
http://www.wadsworth.org/labcert/elap/comm.html

New Jersey (NELAP accredited) Non Potable Water, Solid and Hazardous Waste: RI006
http://datamine2.state.nj.us/DEP_OPRA/OpraMain/pi_main?mode=pi_by_site&sort_order=PI_NAMEA&Select+a+Site:=58715

United States Department of Agriculture Soil Permit: P330-12-00139

Pennsylvania: 68-01752
http://www.dep.pa.gov/Business/OtherPrograms/Labs/Pages/Laboratory-Accreditation-Program.aspx

ESS Laboratory Sample and Cooler Receipt Checklist

Client: NRC - KPB/HDM

Shipped/Delivered Via: ESS Courier

ESS Project ID: 19J0314
Date Received: 10/9/2019
Project Due Date: 10/17/2019
Days for Project: 5 Day

1. Air bill manifest present? No
   Air No.: NA
2. Were custody seals present? No
3. Is radiation count <100 CPM? Yes
4. Is a Cooler Present? Yes
   Temp: 1.8 Iced with: Ice
5. Was COC signed and dated by client? Yes
6. Does COC match bottles? Yes
7. Is COC complete and correct? Yes
8. Were samples received intact? Yes
9. **Were labs informed about short holds & rushes?** Yes / No (NA)
10. Were any analyses received outside of hold time? Yes (No)

11. Any Subcontracting needed? Yes (No)
    ESS Sample IDs:
    Analysis:
    TAT:
12. Were VOAs received? Yes / ~~No~~
    a. Air bubbles in aqueous VOAs? Yes / No
    b. Does methanol cover soil completely? Yes / No / NA

13. Are the samples properly preserved? (Yes) / No
    a. If metals preserved upon receipt: Date: Time: By:
    b. Low Level VOA vials frozen: Date: Time: By:

Sample Receiving Notes:

14. Was there a need to contact Project Manager? Yes / (No)
    a. Was there a need to contact the client? Yes / (No)
    Who was contacted? Date: Time: By:

Sample Number	Container ID	Proper Container	Air Bubbles Present	Sufficient Volume	Container Type	Preservative	Record pH (Cyanide and 608 Pesticides)
~~01~~	~~397016~~	~~Yes~~	~~NA~~	~~Yes~~	~~8 oz. Jar - Unpres~~	NP	
01	397581	Yes	NA	Yes	1L Amber - HCl	HCl	
~~02~~	~~397015~~	~~Yes~~	~~NA~~	~~Yes~~	~~8 oz. Jar - Unpres~~	NP	
02	397580	Yes	NA	Yes	1L Amber - HCl	HCl	

2nd Review
Were all containers scanned into storage/lab? Initials
Are barcode labels on correct containers? (Yes) / No
Are all Flashpoint stickers attached/container ID # circled? Yes / No / NA
Are all Hex Chrome stickers attached? Yes / No / NA
Are all QC stickers attached? Yes / No / NA
Are VOA stickers attached if bubbles noted? Yes / No / NA

Completed By: Date & Time: 10/9/19 1853
Reviewed By: Date & Time: 10/9/19 1949
Delivered By: 10/9/19 1949

CHAIN OF CUSTODY

ESS Laboratory
Division of Thielsch Engineering, Inc.
85 Frances Avenue, Cranston RI 02910
Tel. (401) 461-7181 Fax (401) 461-4486
www.esslaboratory.com

ESS Lab # 19J0314

Turn Time: 5 Days
Regulatory State: MA
Is this project for any of the following?: ○ CT RCP ☒ MA MCP ○ RGP
Reporting Limits: S1/GW-23
Electonic Deliverables: ☒ Data Checker ☒ Excel ☒ Other (Please Specify →) PDF

Company Name: NRC
Project #: 129774
Project Name: NEEDFELD
Contact Person: R. LAMOTHE
Address: 19 NATHAN DR
City: FRANKLIN
State: MA
Zip Code: 02038
PO #: 129774
Telephone Number: 508 966 6000
FAX Number: N/A
Email Address: RLAMOTHE@NRCC.COM

ESS Lab ID	Collection Date	Collection Time	Sample Type	Sample Matrix	Sample ID	Analysis: EPH 1/3 TAN		
1	9/27/19	1130	SOIL/GW	SOIL/SW	A	X		1x9oz SOIL/1xL SW
2	11	1145	11	11	B	X		11

Container Type: AC-Air Cassette AG-Amber Glass B-BOD Bottle C-Cubitainer J-Jar O-Other P-Poly S-Sterile V-Vial
Container Volume: 1-100 mL 2-2.5 gal 3-250 mL 4-300 mL 5-500 mL 6-1L 7-VOA 8-2 oz 9-4 oz 10-8 oz 11-Other*
Preservation Code: 1-Non Preserved 2-HCl 3-H2SO4 4-HNO3 5-NaOH 6-Methanol 7-Na2S2O3 8-ZnAce, NaOH 9-NH4Cl 10-DI H2O 11-Other*
Number of Containers per Sample:

Laboratory Use Only

Cooler Present: ✓ ○ Drop Off ☒ Pickup
Seals Intact: NA
Cooler Temperature: °C ICE temp: 1.8

Sampled by: R. LAMOTHE

Comments: Please specify "Other" preservative and containers types in this space

Thank you!

Relinquished by: (Signature, Date & Time)	Received By: (Signature, Date & Time)	Relinquished By: (Signature, Date & Time)	Received By: (Signature, Date & Time)
9/27/19 1225	FEDEX 9/29/19 1225	FEDEX 10/9/19 9:56	10/9/19 9:56
Relinquished by: (Signature, Date & Time)	Received By: (Signature, Date & Time)	Relinquished By: (Signature, Date & Time)	Received By: (Signature, Date & Time)
10/9/19 17:33	10/9/19 17:33		



Appendix C – *Public Notification*

19 National Drive
Franklin, MA 02038
Phone: 508-966-6000
Fax: 508-966-4861
www.nrcc.com

November 15, 2019

Mr. Michael J. Sullivan, Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052
msullivan@medfield.net

RE: ***Permanent Solution Statement***
Commercial Property, 242 Main Street, Medfield, MA 02052
Release Tracking Number (RTN) 2-20634

Dear Town Administrator Sullivan:

Pursuant to 310 CMR 40.1403(3)(f) of the Massachusetts Contingency Plan (MCP, 310 CMR 40.0000), NRC East Environmental Services, Inc. of Franklin, MA, on behalf Marshall's of Medfield, MA/The TJX Companies, Inc. of Framingham, MA, provides this notification of the submittal of a Revised Permanent Solution Statement with No Conditions for the referenced site. As required, this notice reminds you of your right to request additional Public Involvement Activities under 310 CMR 40.1403(9).

As outlined by the Revised Permanent Solution Statement, a commercial trash compactor being operated at the site failed, causing hydraulic oil to spray to a nearby concrete loading dock surface, to portions of the surface of the compactor itself, and to the asphalt/concrete ground surface in the general vicinity. A nearby storm drain catch basin, subsurface effluent piping, and the discharge to detention/retention basin may also have been partially affected, resulting in a slight discontinuous sheen on a portion of the surface water body at the discharge. It is assumed that the compactor was immediately taken out of service and it was later repaired, thus serving to eliminate the primary source of the release.

Remedy activities included using absorbents, degreasing and pressure washing, recovery of wash/rinsate, recovery of liquids from the catch basin, deployment of absorbent boom and pads within the basin and at the discharge, and properly disposing of the wastes. These actions served to reduce and/or eliminate the secondary source(s) (i.e., impacted media) of the release. NRC also conducted select follow-on assessment activities including confirmatory laboratory analysis of soil/sediment and surface water samples. Based on the results, only limited residual contaminants of concern remain in soil/sediment. In NRC's opinion however, no further actions are necessary.

Select exposure point concentrations remain in soil/sediment but do not exceed applicable MCP Method 1 Standards or MCP Method 3 Upper Concentration Limits. Furthermore, a condition of No Significant Risk of harm to human health, public welfare, and the environment exists at the site. A Critical Exposure Pathway, a condition of Substantial Release Migration, and/or an Imminent Hazard does not exist at the site. A Permanent Solution has been achieved and one or more Activity and Use Limitations are not required to maintain the level of No Significant Risk. A level of No Significant Risk to safety also exists at the site and no further action is required at the defined disposal site with respect to this release.

A complete copy of Revised Permanent Solution Statement is available to you through the Massachusetts Department of Environmental Protection's (MassDEP's) Central Regional Office at 8 New Bond Street, Worcester, MA 01606. You may reach this office at 508.792.7650. Should you require any further information or have any questions relative to this submittal, please feel free to contact the undersigned at the letterhead address at your earliest convenience.

Sincerely,
NRC East Environmental Services, Inc.

Richard R. LaMothe, LSP
Senior Project Manager

cc: MassDEP

19 National Drive
Franklin, MA 02038
Phone: 508-966-6000
Fax: 508-966-4861
www.nrcc.com

November 15, 2019

Ms. Nancy Bennotti, Administrative Agent
Town of Medfield Board of Health
459 Main Street
Medfield, MA 02052
c/o
Ms. Carol A. Mayer, CMC, CMMC, Town Clerk
cmayer@medfield.net

RE: ***Permanent Solution Statement***
Commercial Property, 242 Main Street, Medfield, MA 02052
Release Tracking Number (RTN) 2-20634

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NRC East Environmental Services, Inc.

Richard R. LaMothe, LSP
Senior Project Manager

cc: MassDEP