

TOWN OF MEDFIELD

MEETING NOTICE

POSTED:

TOWN CLERK

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

RECEIVED
TOWN OF MEDFIELD, MASS
2020 JAN 7 3:47:26
OFFICE OF THE
TOWN CLERK

Board of Selectmen

Board or Committee

PLACE OF MEETING	DAY, DATE, AND TIME
Town House, Chenery Meeting Room, 2 nd Floor	Tuesday, January 7, 2020 7:00 PM

Agenda (subject to change)

Executive Session to be held at the conclusion of the meeting: Exemption 3. To discuss strategy with respect to pending or threatened litigation: Medfield Police Officer 3rd Party Injury Claim and Chapel Hill Estates, and Exemption 6. To consider lease of real property: MSH Chapel

7:00 PM **Call to order**
Disclosure of Video Recording
We want to take a moment of appreciation for our Troops serving in the Middle East and around the world

Citizen Comment

Action Items

1. DPW Director, Maurice Goulet, requests the Board of Selectmen vote to approve the following:
 - a. Recycling contract with E.L. Harvey & Sons, Inc.
2. Town Planner, Sarah Raposa, requests the Board of Selectmen approve agreement with Tetra Tech for facilitation consulting services//on call peer engineer
3. Kristine Trierweiler requests the Board of Selectmen approve and adopt the Manual of Grant Procedures as identified during the financial audit
4. Kristine Trierweiler requests the Board of Selectmen accept the grant award and sign the contract for the FY20 Municipal ADA Improvement Grant Program
5. Fire Chief, William Carrico, requests the Board of Selectmen sign the contracts for the MFA Gear Grant
6. Board of Selectmen to vote to open the 2020 Annual Town Meeting Warrant
7. Board of Selectmen asked to vote to approve a refinance request for 3 Joseph Pace Road

Consent Calendar

Discussion

Pending

FY2021 Budget

Annual/Capital Budget Discussion

Town Administrator Update

Selectmen Reports

Approval of Minutes

Next Meetings

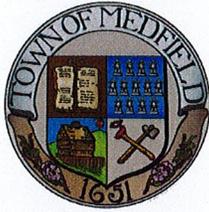
January 21, 2020

February 4, 2020

Informational

ZBA Notice of Public Hearing

ZBA Decision for 15 Turner Hill Road, 13 Tamarack, and 9 Johns Avenue



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2019-11

STATE CONTRACT # (if applicable) _____

This Contract is made this 7th day of January 2020 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 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 by providing recycling box rentals, hauling/trucking the collected recycling from the Transfer Station as needed in accordance with 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 for trucking, a charge of \$85 per ton for recycling, and rental of boxes \$55 per month 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.

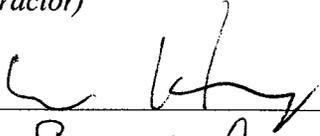
The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- 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)

Board of Selectmen

By: 

Title: President

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

BL 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
BL 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
Signature Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of EL 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.

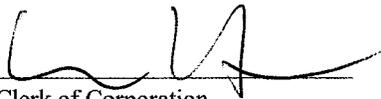
VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as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



Westboro ~ Tyngsboro ~ Fitchburg

Serving You. Protecting Our Environment.

EL Harvey & Sons, Inc
68 Hopkinton Rd
Westborough, MA 01581
12/30/2019

Dear Maurice,

It has been a pleasure working with the Town of Medfield over the past years. Unfortunately, the recycling markets have not been cooperating with us, and it has become increasingly more costly to recycle products. Below is our pricing for 2020. Thank you again for your partnership with EL Harvey; we look forward to continuing to provide you with superior service.

Rates for 2020 - \$85/ton recycling
 \$180 trucking/hauling
 \$55/mo rental

Sincerely,

BJ Harvey

E.L. Harvey & Sons, Inc.
Waste Removal and Recycling
68 Hopkinton Road, Westborough, MA 01581
p 800.321.3002 f 888.212.0300 www.elharvey.com

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: PLANNING BOARD ON-CALL PEER ENGINEER**

TOWN OF MEDFIELD, MA
AGREEMENT

This Contract is made this ___ day of January 2020 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Tetra Tech Inc. 100 Nickerson Road, Marlborough, MA 01752 (hereinafter referred to as the "Contractor").

WITNESSED:

Whereas, the Town solicited submission of proposals for Engineering Consulting Services for the Planning Board hereinafter referred to as "Program"; and

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

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

1. Contract Documents. The Contract Documents consist of this Agreement together with the Proposal including base fee schedule and required forms (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services. The Contractor shall furnish services related to the Program in accordance with the Scope of Services provided in the Proposal, as well as, all services necessary or incidental there to.
3. Source of Payment; Limitation of Town's Liability. Consultant acknowledges that the fees for its services are being paid by the project applicants, aspects of which the consultant is reviewing, and that Town is not and shall not be individually liable therefor; Town represents that the funds, which it has received from the developer are sufficient to pay for Consultant's initial services, where such funds are based on estimates provided by the Consultant. If additional reviews are required, the Consultant will notify the Town and the Town will obtain additional funds from the Developer. Upon notice from the Town that it is in receipt of additional funds, the Consultant will perform the additional review. **It shall be Consultant's responsibility to ensure that it has been notified by the Town that additional funds have been received prior to Consultant's undertaking any additional Town-requested services.** Consultant shall not exceed the amounts specified without prior written authorization from Town.

Said fees shall cover all services provided by Consultant and all expenses incurred by Consultant in providing same.

4. Performance of Work. The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
5. Receivable: The Contractor shall deliver Letter Report(s) as identified in the Proposal.
6. Contract Term: Initial one year agreement, with the Town retaining the "sole" option for two additional one (1) year renewals.
7. Payment for Work. The Town shall pay for the Program in accordance with the pricing in the Proposal. The Contractor to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed.
8. Indemnification of the Town. The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which area result of any negligent act, omission or default on the part of the Contractor, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care. The Contractor shall perform its services and obligations hereunder in conformity with the standard of professional skill and care applicable to established Engineering Consulting Applicants performing similar work in the same geographic area. Contractor warrants and represents that it is familiar with Federal, State, and local regulations for Building Projects.
10. Contractor's Personnel. The Consultant's employees and Consultant's consultants shall be those identified in Attachment A and no others without prior written approval of Town.
11. Liability Insurance Requirements. The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement in an amount equal to Five

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

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

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

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

12. Independent Contractor. The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports. The Town shall have the right at any time to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Upon request the Contractor shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Arbitration Only if Mutually Agreed-Upon - Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

16. Termination.

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

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

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Contractor by the Town or developed by the Contractor in accordance with this Agreement.

17. Notice. Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Tetra Tech, Inc., 100 Nickerson Road, Suite 200, 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: Planning Board, 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.

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

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

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

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

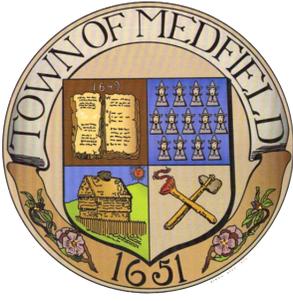
Town of Medfield, by its
Board of Selectmen:

Consultant:
Tetra Tech, by:

Raymond G. Janso, Senior Vice President
Name, Title

Approved as to form:

Mark G. Cerel



JULY 15, 2019

Consulting Engineering Services *for the Medfield Planning Board*

Submitted by:

 Tetra Tech, Inc. | 100 Nickerson Road | Marlborough, MA 01752

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



July 15, 2019

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

Re: Consulting Engineering Services for the Medfield Planning Board

Dear Ms. Raposa:

Tetra Tech is pleased to submit this proposal to provide consulting engineering services to the Medfield Planning Board. We have working knowledge of town operations from coordinating our peer review and subsequent construction services of Chapel Hill Landing 40B development performed for the Medfield Zoning Board of Appeals. We look forward to an opportunity to support the Medfield Planning Board with consulting engineering services.

Tetra Tech has successfully supported municipal planning and zoning boards, and conservation commissions in more than a dozen municipalities in Massachusetts, including Medfield, Medway, Norfolk, Quincy, Wayland, Holliston, Saugus, Abington, Westminster, Ashburnham, Hubbardston, Nantucket and West Springfield. Our proposed team has been providing municipal clients with timely and cost-efficient services for over 15 years. For example, we have completed 130+ varied task assignments in the Town of Medway since 2007, and thoroughly familiar with the challenges facing local municipalities. The Tetra Tech team offers the following advantages:

- **Over 15 years of successful experience assisting municipal planning boards with similar services;**
- **Proximity, availability and capacity of staff across the spectrum of required disciplines; and**
- **Proven ability to explain technical concepts and build consensus in what are often challenging public meetings.**

The team that will support this contract is based in Marlborough, less than 25 miles from the Medfield Town Hall. This office includes 66 professionals with supplemental staff in Boston and Ithaca, New York as needed. Our regional staff includes 42 Massachusetts Registration/Professional Licenses. The Tetra Tech team assigned to the Town of Medfield includes the following Key Personnel:

Steven Bouley, PE is the proposed Engineer assigned to the Town of Medfield. He is a Massachusetts Licensed Professional engineer, with experience in the towns of Medway, Medfield, Norfolk, Saugus, Wayland and Westminster over the last 10 years. He will serve as the Town's contact and also oversee site/civil/utility and construction related services.

Sean Reardon, PE will serve as Principal-in-Charge, and will attend public meetings. He is a Massachusetts Licensed Professional engineer, known for his ability to explain technical concepts to the lay public and build consensus. He has 27 years of experience, including serving as an expert witness during litigation.

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

Robert Woodland, PE will oversee traffic related services. He is an award-winning transportation planner and Massachusetts Licensed Professional engineer, with 30 years of experience conducting and reviewing traffic plans related to development. He is providing similar services for Medway, Norfolk and Medfield.

Alison Lima, PE will provide structural engineering support as needed. Alison's experience includes building, bridge, wall, and other special structure design. She is providing similar services under our Town of Medway contract.

Jason Hellendrung, PLA will provide expertise in landscape design. He is an award-winning Massachusetts Registered Landscape Architect with experience in urban design.

Michael Pustizzi, PLS will provide expertise in land surveying. He is a Massachusetts Licensed Professional Land Surveyor, with Precision Land Surveying, Inc. (PLS). Mike has collaborated with Tetra Tech on many projects, including several street acceptance plans with the Town of Medway and numerous private development projects managed by our team.

Kenneth Deshais, CPSS will provide environmental expertise related to local and state wetlands regulations. He is a Certified Professional Soil Scientist, and previously served on the Town of Monson Conservation Commission.

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

As Project Manager, Steven Bouley will oversee the delivery of engineering review services to the Town of Medfield, as he has been for the Towns of Medfield (ZBA), Medway, Norfolk, Ashburnham, and Westminster. As Principal in Charge, Sean Reardon will commit the resources necessary to complete all assignments, including concurrent assignments, within required timeframes and with the highest level of quality control. He will also provide quality review of all deliverables. Evidence of sufficient levels of staff to achieve the proposed schedule is provided on page 6 of this proposal. Tetra Tech is available to start work immediately upon Notice of Selection and would execute a contract with the same terms and conditions as the one we already have with the Town. Sean Reardon’s authorization to negotiate and sign contracts on behalf of Tetra Tech is also provided in Appendix A, along with all required certifications.

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

Very truly yours,



Steven Bouley, PE | Senior Project Engineer
steven.bouley@tetratech.com | 508.786.2382



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

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1.0 EXECUTIVE SUMMARY

Tetra Tech is a leading provider of engineering, transportation and environmental consulting services. Our firm has operated in the Metrowest region since 1983 and is now the 4th largest engineering firm in Massachusetts. We have over 150 employees in our Marlborough office, which is located less than 25 miles from the Medfield Town Hall.

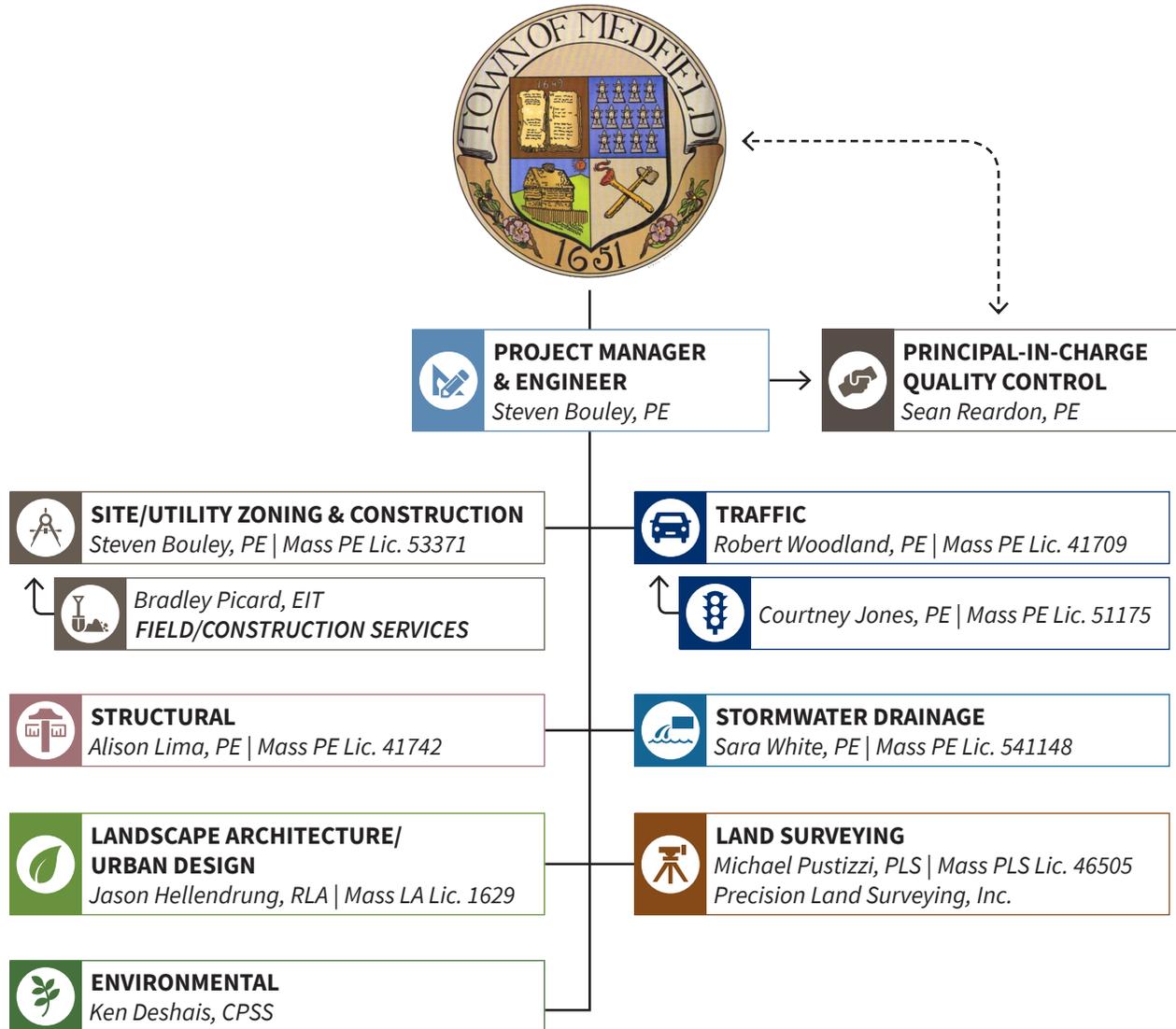
Worldwide, our firm has 400 offices, over 18,000 employees, and annual revenues of \$2.96B. The Town can be assured that Tetra Tech has the staffing and financial stability to ensure task continuity throughout the life of this contract. We have licensed professionals in all disciplines that may be required for contract execution, including:

- Site/civil engineers
- Traffic planners and traffic operations engineers
- Structural engineers
- Water/wastewater and stormwater engineers
- Environmental engineers and scientists
- Landscape architects
- Mechanical engineers
- Construction inspectors

To augment our in-house capabilities, we have added Precision Land Surveying, Inc. (PLS) to our team. PLS will provide surveying services, as required, by the Town. Tetra Tech and PLS have teamed together on several projects including several site development projects for Genzyme in Framingham and Allston, Massachusetts, assisting us and the Town of Medway to generate Street Acceptance Plans for delinquent subdivisions in town and high profile work with one of our private clients.

Our team is presented in the following organization chart. Brief bios follow, and resumes are provided in Appendix B. Hourly rates are included in the fee proposal, under separate, sealed envelope.





TECHNICAL SUPPORT AS NEEDED



1.1 The Town's Team



Steven Bouley, PE – Project Manager

Steve will serve as the Project Manager and the primary point of contact for the Town of Medfield. He is currently managing peer review services contract with the Town of Medway and served as the Senior Project Engineer for Tetra Tech's peer review of the Chapel Hill Landing 40B development for the Medfield ZBA. His experience with municipalities includes plan review, street acceptance/as-built review, stormwater analysis, utility design and town regulations review, as well as construction oversight and documentation regarding the status and quality of development projects. In addition to Medway and Medfield, he has worked with boards, commissions and departments in Abington, Ashburnham, Blackstone, Holliston, Saugus, Quincy and Westminster.

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



Sean Reardon, PE – Principal-in-Charge

Sean Reardon, is a Vice President at Tetra Tech and, leads our local Land Development group that provides engineering and environmental services to public and private clients in Massachusetts. He has 27 years' experience in the planning, permitting, design and construction of a wide range of facilities and infrastructure Sean understands the sensitivity of municipal issues and how to navigate the complex social and political hierarchy.

The qualifications of our Discipline Leads are summarized as follows:



Steve Bouley, PE – Site/Civil/Construction Services

- Ten years of experience providing plan review, utility design, street acceptance/as-built review, stormwater analysis, regulations review and construction oversight for the Town of Medway.
- Additional experience with the Towns of Medfield, Abington, Ashburnham, Holliston, Quincy, Wayland and Westminister.
- Resident Engineer for the Edgell Road improvements project, Framingham, and Construction Phase Services for Washington Street Improvements Project in Holliston which required continued coordination with Town and Public Works officials.



Kenneth Deshais, CPSS – Environmental

- Project Scientist and wetlands specialist with 26 years of experience conducting environmental assessments, and preparing and obtaining permits in accordance with local, state and federal regulations.
- Has conducted numerous wetland delineations, prepared designs for wetland mitigation, and successfully defended Massachusetts Wetlands Protection Act variance approvals in court.
- Served on the Monson Conservation Commission.



Sara White, PE – Stormwater Management

- Provided peer review services for Medway and Quincy.
- Conducted hydraulic / hydrologic analysis for the Choate Pond Dam and Shaw Street slope stabilization in Medway.
- Project Engineer for MassDOT Stormwater Discharge Compliance contract, and design of drainage improvements for Route 9 in Wellesley.



Robert Woodland, PE – Traffic

- 30 years of experience in professional transportation planning, analysis and design.
- Transportation planning for institutions, and private clients, including residential and mixed-use developments that require presentation of findings to local boards.
- Has successfully permitted more than 300 development projects throughout the United States.



Alison Lima, PE – Structural

- 23-year career includes serving as Lead Reviewer for bridge projects under a MassDOT on-call peer review contract to ensure constructability and conformance with MassDOT standards.
- Lead Structural Engineer for the Sanford Street/Lincoln Street Bridge Scour Improvements, and the Village Street culvert/drainage improvements in Medway; Supporting the Town of Medway’s grant application for funding assistance to repair the existing Hopping Brook bridge at West Street.



Jason Hellendrung, PLA – Landscape Architecture

- Massachusetts licensed landscape architect with 25 years of experience.
- Diverse portfolio of urban, public infrastructure projects focused on resiliency and sustainability.
- Assisting with urban design elements for the City of Boston’s Rutherford Avenue/Sullivan Square project.



Courtney Jones, PE - Traffic Support

- Senior Transportation Engineer with nine years of experience with transportation planning, including traffic impact assessment for private development projects.
- Provided the traffic review of Chapel Hill Landing , in Medford.
- Conducted the Traffic Impact Analysis for One Post Office Square development in Boston



Bradley Picard, EIT - Field/Construction Services

- Civil Engineer in our Land Development Group assisting with site plan development and the provision of site inspection and construction phase services.
- Providing on-call construction phase services for the Town of Medifield Chapel Hill Landing and Town of Medway Millstone Village, Medway Greens, and Aplegate Farm developments.



Michael Pustizzi, PLS – Land Survey

- 18-year career in land surveying, geodetic surveying and photogrammetric mapping.
- Directed numerous survey and mapping assignments for public improvement projects, with Tetra Tech, including the Route 18 improvements in Weymouth and the Rutherford Avenue reconstruction in Boston.

These key staff have the support of more than 150 engineers, planners and scientists in Tetra Tech’s Marlborough office, which is located less than 25 miles from the Town of Medfield.

1.2 Availability

Our team not only has the qualifications, but the availability, to complete all work on time, including concurrent assignments. We will meet required timelines and maintain the highest level of quality control.

Personnel	Current Workload	Availability
Steve Bouley, PE Project Manager Site/Civil Construction Services	Town of Medway and Westminster various assignments City of Quincy Watermain Replacement Charles River Pollution Control District CRI CIPP	40% (as needed)
Sean Reardon, PE Principal-in-Charge/Quality Control	Vanguard Renewables site designs Towns of Norfolk and Saugus Peer Reviews Other various assignments	10% (as needed)
Kenneth Deshais, CPSS Environmental	MassDOT I-495/I90 Interchange MBTA Green Line Extension	30% (as needed)
Sara White, PE Stormwater Management	Assignments for the City of Quincy MA Convention Center Authority	30% (as needed)
Robert Woodland, PE Traffic	CalRecycle Assignment for Paradise, CA	10% (as needed)
Alison Lima, PE Structural	Town of Medway Walker Street Bridge MassDOT Armory Street bridges, Springfield, MA	15% (as needed)
Jason Hellendrung, PLA Landscape Architecture	Cambridgeside Repositioning, Cambridge, MA, Coastal Resilience Solutions for Dorchester, MA	10% (as needed)
Courtney Jones, PE Traffic Support	CalRecycle Assignment for Paradise, CA	30% (as needed)
Bradley Picard, EIT Field and Construction Services	City of Quincy Watermain Replacement Town of Medway assignments	40% (as needed)
Ed Hutchinson, PWS Wetlands Support	MassDOT I-495/I-90 Interchange MassDOT I-90/Allston Interchange City of Lynn Sewer Project	30% (as needed)
Sarah Kriesel, PWS GIS Support	MassDOT I-495/I-90 Interchange MassDOT Northern Long Eared Bat Support	30% (as needed)
Richard Mandl, PE, LEED AP Building Systems	Millenium Challenge, Georgia William Floyd United Free School District Saranac Schools Renovations	10% (as needed)

1.3 Experience

Tetra Tech has successfully provided a wide range of on-call consultant design and review services, including construction-phase services, to municipalities. We have worked under similar on-call agreements with **Ashburnham, Blackstone, Boston, Framingham**, Holliston, **Hubbardston, Malden, Manchester-by-the-Sea, Medway, Nantucket**, Norfolk, **Quincy**, Saugus Wayland, **Westminster** and **West Springfield**. Services have ranged from reviewing site plans and special permit applications to providing planning, design through construction for transportation, civil, site, facility, utility and environmental assessment and remediation projects. Our design work has included roadway and traffic improvements, sidewalk replacements, parking lot reconstruction, slope stabilization, bridge scour improvements, and design for the removals of hazardous building materials and soil and groundwater remediation.

In addition, Tetra Tech has provided municipal peer review of Subdivision Plans, Site Plans, Special Permit Applications, and all other types of formal submittals received by various municipal boards and commissions such as the Planning Board, Zoning Board and Conservation Commission. These applications have included traffic studies, stormwater analyses, and development impact reports. The following table summarizes our experience relative to this contract over the past five years.

Municipality	Scope of Services Provided
Abington	Assisting the Town with engineering peer review of the Abington Senior Housing 40B development. Review included site civil/traffic/utilities and stormwater as well as lighting and wetland related content.
Ashburnham	Assisting the Town with engineering review of Site Plans and Definitive Subdivision Plans. We are currently assisting the town with review process for the 10+ year stalled construction effort of the Bray Avenue Subdivision.
Blackstone	Tetra Tech has provided on-call review services to the Town since 2004. Recent projects have included design review and erosion control review services for the Meadows at Harris Pond Estates, Sycamore Estates and several Solar Site Plan projects.
Boston	Since 2010, Tetra Tech has served as the City's on-call consultant for Traffic Engineering Services under two consecutive contracts. We are also providing design services for the Rutherford Ave project. In addition, we have completed several traffic corridor analysis and planning projects over the past 5 years.
Framingham	Tetra Tech was an on-call consultant for roadway and transportation infrastructure projects from 2011 to 2015. Our firm provided traffic studies for the Fountain Street/Dudley Road intersection; roadway designs for Edgell Road and Auburn Street, Auburn Street Extension and Beulah Street; and design improvements to Oak Street.
Holliston	Tetra Tech provides peer review services for the Town Planning Board as well as stormwater review for the Conservation Commission. Our firm provided peer review services for several small site plans and the modification to the existing Constitution Village Subdivision. We also served as resident engineer for the town during construction of the Washington Street Improvements project.
Hubbardston	Tetra Tech provides engineering review of site plans, definitive subdivisions and open space submittals for the Planning Board, encompassing structural, traffic and site issues..
Medfield	Tetra Tech has been providing on-going peer review services for the Chapel Hill Landing 40B project located on Hospital Road. We are currently providing construction services for the Town related to the project and additional peer review for design changes made during construction.

Municipality	Scope of Services Provided
Medway	Tetra Tech has provided on-call design, peer review and construction inspection services to the Town under three consecutive contracts since 2007 (120+ assignments). In the last 5 years, design work has included sidewalk and parking lot improvements, A-E services for structures, dam analysis, culvert repairs, and bridge scour analysis and design. Reviews have been conducted for the Planning Board, Conservation Commission, Zoning Board of Appeals and Board of Selectman for site plans, stormwater analysis, utility design, town regulations review, special permits and 40B comprehensive permits. Construction inspections have been provided for 16 developments.
Nantucket	Tetra Tech has provided peer review of traffic studies submitted to the Planning Board for the past 16 years. These assignments have encompassed a wide range of proposed commercial and residential developments.
Norfolk	We have provided several peer review projects on an on-call basis with the Town. We have provided peer review on several 40B projects for the ZBA as well as definitive subdivision review for the Planning Board. Projects reviewed include Abbyville Commons/ Preserve at Abbyville, Norway Farms and The Enclave at Norfolk. We are currently providing construction services for the Norway Farms project.
Saugus	We assisted the town in their comprehensive permit process for the proposed Saugus Ridge 40B development. Review included site civil/traffic/utilities and stormwater as well as lighting and wetland related content.
West Springfield	Tetra Tech held a 3-year on-call engineering services contract with the City from 2013 – 2016. Work included conceptual traffic plans for Park Street, Park Avenue and Elm Street.
Westminster	Tetra Tech provides review services to the Westminster Planning Board, Zoning Board of Appeals and Board of Selectmen including traffic, utilities, earth removal, and social and environmental impact. We are also providing construction services for on-going (15+ year) Westminster Business Park earth removal project and several solar projects.
Quincy	Conducted peer reviews for several proposed residential developments filed for Planning Board approval. One was a Site Plan application for the construction of a multi-family dwelling and the other was a Definitive Subdivision application for a five-lot residential subdivision. Reviewed the application packages for compliance with the Quincy development regulations.

We are pleased to provide a more in-depth description of our on-call work for the nearby Town of Medway on the next page, as it clearly demonstrates our ability to provide the wide range of services possible under this contract. Sample reports prepared by Tetra Tech for peer review purposes are provided in Appendix C.



Construction phase services were provided for this subdivision in Medway

Town of Medway

Since 2007, Tetra Tech has provided the Town of Medway with on-call design, review and construction inspection services under consecutive contracts. These contracts have resulted in over 120 task assignments. The Town trusts us to handle projects simultaneously, and we consistently deliver with quick turn-around times, typically less than one week.

Review and Construction Inspection. Tetra Tech has provided plan and analysis review for the Medway Planning and Economic Development Board (PEDB), the Zoning Board of Appeals (ZBA), the Conservation Commission and the Department of Public Services (DPS). Tasks typically include site plan, stormwater analysis, utility design and Town regulations review. Additional duties include oversight of construction progress and reports to the Town on the status and quality of particular development projects. At right is a representative list of the Site Plans, Subdivision Plans and Special Permit Applications Tetra Tech has reviewed for the Town, and a list of projects where we have provided construction phase services.

One project in particular, The Willows at Medway subdivision, required an almost yearlong review process with multiple Town agencies and the applicant. The Planning Board recently approved the project and is currently under construction. The Town was very pleased with our effort as we identified stormwater design issues of major concern that could have caused flooding to abutting properties and harmed nearby wetlands.

“Housecleaning” Tasks. Tetra Tech has also assisted the Medway PEDB in closing delinquent subdivision approvals. This process is meant to “clear the books” for the Board and for applicants with subdivisions that have been approved and constructed, but have not followed through with street acceptance procedures. This process typically includes inspecting the current condition of the right-of-way and comparing what was constructed against the plan approved by the PEDB. This process can also include providing the Medway PEDB with survey plans required to help guide the acceptance process. Once it is determined the right-of-way of the property in question is acceptable to Town standards, the applicant is required to submit as-built/street acceptance plans in order to finalize the process.

Representative List of Site Plans and Special Permit Applications Tetra Tech Has Reviewed For Medway

- » Williamsburg Condos
- » Marian Sewer Plan
- » Daniels Woods
- » Charles River Village
- » High School Athletic Field
- » Applegate Farm Modifications
- » Village Estates
- » Lawrence Waste Facility
- » Trotter Drive
- » Tri Valley Commons
- » Millstone Village
- » Starbucks

Representative List of Construction Phase Services Tetra Tech Has Provided

- » Williamsburg Condos
- » Marian Sewer Plan
- » Daniels Woods
- » Charles River Village
- » High School Athletic Field
- » Applegate Farm Modifications
- » Village Estates
- » Lawrence Waste Facility
- » Trotter Drive
- » Tri Valley Commons
- » Millstone Village
- » Starbucks



Tetra Tech provides construction services to the Town of Westminister, including this solar panel installation.

Town of Westminister

Since 2006, Tetra Tech has held a contract with the Town of Westminister for On-Call Engineering Services. We assist the Westminister Planning Board, Zoning Board of Appeals and Board of Selectmen with the review of traffic, utilities, earth removal, and social and environmental impacts on proposed development projects. We also provide construction administration to verify compliance with the approved plans.

In addition to the Plan review and construction services, Tetra Tech is assisting the Town with the incorporation of Low Impact Development (LID) Regulations to help the town protect and preserve natural features and to also assist in meeting the requirements of the US EPA MS4 permit. The Regulations were recently presented to the Planning Board at public hearing and are expected to be adopted Fall 2019.

Representative List of Plan Reviews and Consulting For Westminister

- » Westminister Business Park
- » Village At Old Mill
- » Westhub Definitive Subdivision
- » Narrows Road Earth Removal
- » 10+ Solar Sites

Representative List of Construction Phase Services Tetra Tech Has Provided For Westminister

- » Westminister Business Park
- » Village at Old Mill
- » Narrows Road Earth Removal
- » 10+ Solar Sites

Town of Medfield

Tetra Tech has been providing on-going peer review and construction phase services for the Chapel Hill Landing project since 2016. Our services range from peer review of initial plans and assistance in developing Comprehensive Permit conditions of approval as well as final plan review. We have also been involved in construction phase services for the project which included a pre-construction meeting with project stakeholders and town officials and construction oversight to ensure the project is being built to the approved plans. We have also provided additional peer review services throughout construction for proposed changes to the approved Plans.



Additional On-Call Experience

In addition to our municipal experience, Tetra Tech has performed on-call engineering, environmental and transportation services for multiple state agencies. We are a time-tested, well-trusted provider of on-call services, and proud of it.

MassDOT Highway Division

- Statewide Engineering Design & Review (3 consecutive contracts since 2009)
- Impaired Waters Program (2 consecutive contracts since 2010)
- Traffic Engineering (5 consecutive contracts since 2005)
- Environmental Compliance contracts (consecutive contracts for over 15 years)
- As part of our Peer Review contract with MassDOT, we have completed more than 40 Plan, Specification and Engineering reviews for bridge, roadway and emergency repair projects

Rhode Island Department of Transportation

- On Call Stormwater Consent Decree Compliance Design and Support Services



1.4 Use of Technology

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

Our proposed subconsultant for survey, PLS, shares Tetra Tech’s commitment to technological innovation. PLS uses state of the art technology and software including fully and semirobotic total stations, static and RTK GPS systems.

Tetra Tech’s Project Manager Steve Bouley regularly draws from a pool of GIS experts, CAD designers and graphic artists to ensure client satisfaction. These capabilities are available to the Town of Medfield. We would be happy to provide the Medfield Planning Board with samples of our public presentation materials, such as illustrations and renderings, upon request.

Tetra Tech’s innovative use of technology includes harnessing the power of big data, and developing specialized mobile and tablet applications. For example, we are assisting the state of California in managing traffic congestion related to the debris removal from the tragic Camp Fire in Paradise. Tetra Tech used Google Map traffic data, for an initial assessment of truck routes, and later our IT division developed a GPS truck tracking software mobile application to monitor the truck traffic to and from the disposal sites in real time. The app was installed on the cell phones of each State-operated debris removal truck driver and GPS data has been captured every minute during hours of operation since the commencement of debris removal. We have also developed applications related to safety reporting and site inspections.

1.5 References

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

Ms. Susan E. Affleck-Childs

Planning & Economic Development Coordinator

 155 Village Street
Medway, MA 02053

 508.533.3291

 sachilds@townofmedway.org

Mr. Stephen Wallace

Town Planner

 11 South Street, Room 219
Westminster, MA 01473

 978.874.7414

 swallace@westminster-ma.gov

Mr. Richard McCarthy

Town Planner

 Town Hall
One Liberty Lane
Norfolk, MA 02056

 508.528.2961

 rmccarthy@norfolk.ma.us

2.0 PROJECT SCOPE

Tetra Tech is pleased to submit this response to provide Consulting Engineering Services for the Town of Medfield Planning Board. We understand that the Planning Board requires peer review and general engineering services on an as-needed basis, for an initial period of one year. These services include, but are not limited to, the following disciplines:



Civil



Traffic



Mechanical /Electrical



Land Survey



Structural



Environmental



Landscape Architecture

Under this contract, the consultant will review materials for conformance with good engineering practices, and relevant local, state and federal regulations, as stipulated in the RFP and in keeping with the Procedural and Administrative Rules of the appropriate Board(s). Specifically, the Scope of Work will include:



Engineering review of site plan and subdivisions submissions



Provision of special sub-consultant services, as may be required



Site visits to review current conditions, preliminary layouts, conditions during construction, and conditions at end of project, as requested by the Planning Board



Presentation of findings at public hearings



Review of Applicant's submittals and plans for conformance to the Board's Rules and Regulations and Zoning Bylaw requirements relating to any utilities, drainage, fire protection services, traffic studies, lighting plans and general engineering standards



Review of additional submissions by applicants



Preparation of written reports to be submitted to the Planning Board



Completion of cost and site reviews required to set and adjust surety amounts

Tetra Tech's proposed team, (introduced in Section 1.0), has the qualifications, experience and availability to ensure timely and cost-effective contract execution. We offer a proven track record of success on similar Scopes of Work. Our Project Approach is provided in the following section, along with a sample project timeline.

3.0 PROJECT APPROACH

Our project approach is simple – we organize qualified staff under strong leadership to solve problems quickly and efficiently, in a manner that meets or exceeds your needs. Steven Bouley, PE will serve as Project Manager and the primary point of contact for the Town of Medfield. Sean has nearly 10 years of experience coordinating projects across multiple disciplines. He also has the communication skills and experience to understand your needs and objectives, translate them into an effective and efficient work plan, and see them through to completion.



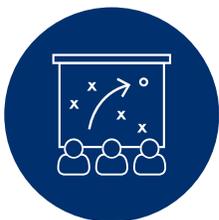
Notice of Assignment from Town

Each assignment will typically begin with a phone call or letter to Steven. This communication often serves as an initial scoping session to identify the project needs and our required roles and responsibilities. Within two days, Steven will evaluate the request and develop an internal staffing plan customized to the assignment. Steven regularly holds management meetings and is up-to-date on staff availability for upcoming assignments and deliverables.

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

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

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



Kickoff Meeting

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



Site Visit

The appropriate personnel will conduct a site visit prior to commencement of the technical review to evaluate the existing conditions and identify potential issues arising from the proposed development. We will also use information gathered during the kick-off meeting to initially assess the existing infrastructure's ability to support the proposed development. Pictures and a field report will be provided to all staff designated as having a role on the specific assignment.



Plan Review

Plan reviews are a fundamental step in the development process. It is the point at which the Town and the proponent come together in the hope of addressing each other's needs. The principal challenge for us as the reviewer is to create and maintain a positive, cooperative working atmosphere while aggressively protecting the Town's interests.

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

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

Larger projects such as Planned Unit Developments or Major Non-Residential Use Projects typically require the technical review to be conducted by various individuals with expertise in specific fields. The specific expertise often required for these projects beyond the standard site development practices are as follows:



- **Drainage & Stormwater Management.** Stormwater management is one of the most critical aspects of all large development projects, and the design and layout of stormwater infrastructure will often play a large role in the land use and restrictions on the overall development. Typical stormwater review involves evaluation of the hydraulic calculations, stormwater analysis including pre- and post-development peak flows, infrastructure capacity, impacts, erosion control and Operation & Maintenance Plans. Beyond those typical responsibilities, we look for opportunities to improve designs by implementing Low Impact Design (LID) techniques that we have utilized in our own designs, or that we have seen through Smart Growth designs and publications. Our Marlborough office has planned, permitted, designed and constructed hundreds of miles of roadways and the utility infrastructure for everything from small subdivision roadways and site access roads, to major interstate highway infrastructure. In fact, we are currently assisting MassDOT with its efforts to comply with the statewide National Pollutant Discharge Elimination System (NPDES) stormwater permit for discharges of highway runoff to impaired waters. To date, our firm has evaluated over 200,000 acres of impaired waters watersheds with MassDOT roadway discharges and developed over 100 stormwater Best Management Practice (BMP) designs for more than 400 acres of roadway.



- **Traffic Analysis.** Traffic analyses are often required for larger projects and if so will require a traffic engineer to review the specific components such as roadway and intersection capacities, traffic generation rates, safety issues, layout, access and egress, and emergency access. Our experience indicates that traffic is often critical to the appeasement of abutters and adjacent business owners. Traffic calming and mitigation efforts can often placate their concerns and establish a successful relationship between the project and the community.



- **Bicycle and Pedestrian Access and Safety.** Bicycle and pedestrian access and egress within the proposed development are increasingly important items. This includes safety, sidewalks, crosswalks, signage, pavement markings, and ADA requirements. Recently even more focus has been on the connectivity of the project to the adjacent infrastructure in the community. Successful projects should meet the goals of the Town as it relates to pedestrian and bicycle access.



- **Utility Infrastructure.** Sewer, water, gas, electric and telecommunications demands for larger developments can present challenges to local infrastructure. Primarily, the technical review will focus on verifying the capacity, layout, and calculations provided for the proposed utility infrastructure. However, often the major concerns are implementing off-site mitigation to alleviate the burdens of the increased demands of the development.

The staff will submit their comments to Sean for assembly and review. Sean, in turn, will submit the findings in a formal letter addressed to the Planning Board. Sample documentation of previous technical reviews is provided in Appendix B. The review will be completed within the schedule provided in the work plan, but typically within 14 days of receipt of an authorized assignment and at least three days in advance of the public hearing.

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



Construction Observation and Inspection

Too often commitments are made during the review process only to be forgotten during construction. We take the responsibility of construction observation and inspection very seriously. While we maintain a cooperative relationship with project proponents and their contractors, there is never any ambiguity regarding our expectations. We expect improvements to be constructed to the limits and in the manner that was approved, and in compliance with applicable Town regulations that may not be reflected on the approved documents. Upon acceptance of the project by the appropriate Board(s), Tetra Tech will be available to provide construction inspection services. The construction administration process typically includes the following tasks:



- **Pre-construction Meeting.** We strongly encourage a pre-construction meeting be held between the applicant, contractor, Town and the engineer designated to manage construction. The pre-construction meeting identifies standard information that will be required from the applicant prior to, during and after construction. It also establishes a level of expectations for communication throughout the project. In an effort to continually improve upon this process, we recently created a standard typical pre-construction agenda, sign in sheet, and contact list for the Town of Medway. These standardized materials can be modified for use in the Town of Medfield to maximize the efficiency of our pre-construction meetings.



- **On-Site Inspections.** Typically, limited construction services are provided for the projects, however full-time oversight may be provided upon request of the Town. The limited construction responsibilities typically include periodic site visits during key phases of construction, preparation of field reports, and performing testing as necessary. We will inspect the construction activities to ensure strict compliance with the approved documents as well as all applicable local, state, and federal regulations, and good construction and safety practices. We will submit written reports and photographs identifying important aspects of the construction activities including work force, work completed, materials delivered and stored, issues arising since last inspection, and resolutions to past issues identified. We will also coordinate continuously with the contractor throughout the construction phase to evaluate potential impacts to schedule and project closeout requirements.



- **Document Review and Project Closeout.** Construction administration services also require the review of documents such as shop drawings, requests for information, bond release applications, as-built plans and other typical construction documentation. We pride ourselves on the rapid turnaround of these document review items, which helps the contractor remain on schedule and budget. Project closeout typically involves a final inspection and punch list submittal. The punch list will identify non-conforming items as well as items in need of replacement or repair prior to Town acceptance of the project.

3.1 Timeline

We understand that the Medfield Planning Board generally meets at 8:00 p.m. on the first and third Monday of the month. We also understand that the time between the submittal of an application to the Town and the public hearing is a minimum of 3.5 weeks, and that the Board requires a report from its consulting engineer at least one week prior to the hearing. The following calendar demonstrates how Tetra Tech would address the work action plan, based on this information.

This project timeline assumes the Town makes available an electronic .PDF of all submittals to be reviewed and clear direction as to which ones to review.

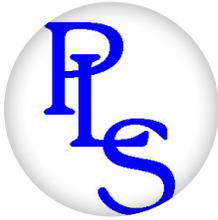
Tetra Tech is available to start work immediately upon Notice of Selection; an agreement to be executed is provided in Appendix A along with all required signed forms and certifications. Our fee proposal is provided under separate, sealed envelope.

OCTOBER 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 Planning Board	8	9	10 Receive Call From Town Requesting Scoping Session	11	12
13	14 Columbus Day	15 Attend Meeting at Town Office to Review Scope	16	17	18 Provide Work Plan Proposal to Town for Approval	19
20	21 Planning Board	22 Receive Authorization to Proceed from Town	23 Site Visit	24 Staff Kickoff Meeting (optional)	25	26
27	28	29	30	31		

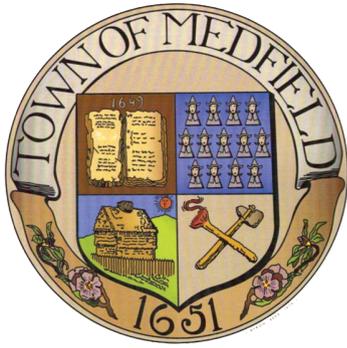
NOVEMBER 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 Technical Review Letter Submittal	2
3	4 Planning Board: Meeting Attendance	5	6	7	8	9
10	11	12	13 Updated Technical Review Letter Submittal	14	15	16
17	18 Planning Board: Second Board/ Meeting, if required	19	20	21	22	23
24	25	26 ***	27	28	29	30

*** Continue Review/Hearing Process as Necessary
Provide Review Comments 2-3 days in advance of next hearing

4.0 SUB-CONSULTANTS



Precision Land Surveying, Inc. is a land surveying firm providing service and support to a wide range of clientele in need of land surveying services. PLS serves architects, engineers and landscape designers in need of accurate existing conditions plans to facilitate design and permitting, contractors and builders needing construction control and layout to attorneys, lenders and borrowers in need of title insurance surveys. PLS is supported with systems and technology at the forefront of the industry and has the resources and experience to address our client's demands. PLS utilizes fully and semi-robotic total stations, static and real time kinematic (rtk) GPS systems along with the latest software to deliver high quality fully integrate-able base plans and files.



Appendix A

Required Forms & Statements

VII. Required Statements/Forms

Per M.G.L. c.7 section 38H(e) and the Town of Medfield. The following three (3) statements must be signed individually and included in Proposal submittal:

CERTIFICATE OF NON-COLLUSION

The Designer/Engineer certifies under penalties of perjury that it has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the contract. 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. Furthermore, the Designer/Engineer certifies under the penalties of perjury that throughout the duration of the contract, it will not have any financial relationship in connection with the performance of this contract with any materials manufacturer, distributor or vendor. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the Securities and Exchange Commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation.

Signed  _____
Name of Engineer Sean P. Reardon, PE
Infrastructure Northeast Region

Date 7/8/19

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS

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

 _____
**Signature of Individual

954148514
***Contractor's Social Security Number or
Corporate Contractor Federal Identification Number

By: _____
Corporate Officer (Mandatory, if applicable)

Date: 7/8/19

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

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

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

STATEMENT ON MGL and BUILDING CODES and TOWN CODE

I certify that all information is submitted under penalties of perjury and that I am familiar with the State Building Code and also Massachusetts General Laws (MGL), Chapter 149, Section 44A-44H, Section 44M, Chapter 149A, Chapter 193 of the Acts of 2004; Town of Medfield Zoning Bylaw and Subdivision Rules and Regulations; M.G.L. Chapter 41 section 81 (Subdivision Control Law); M.G.L.



Signed Sean P. Reardon, PE

(Title) Vice President, Infrastructure Northeast Region

OTHER FORMS:

MAY BE REQUIRED FURTHER INTO THE TOWN'S PROCESS

SAMPLE CERTIFICATE OF VOTE (if applicable AT CONTRACT EXECUTION)

The Town requires Applicants to complete the following and attach to any future contracts. If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

At a duly authorized meeting of the Board of Directors of the _____ Held on _____
(Name of Corporation) (Date)

SEE ATTACHED

at which all the Directors were present or waived notice, it was VOTED That,

(Name) (Officer)

of this company be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____

(Officer)

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

That _____ is the duly elected _____

(Officer)

Of said company, and that the above vote has not been amended or rescinded and is in full force and elect as of the date of this contract.

A true copy, ATTEST _____

Clerk

Place of Business _____

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20__

NOTARY PUBLIC

CERTIFICATE
TETRA TECH, INC.

To: Town of Medfield

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

Sean P. Reardon, PE, Vice President, Infrastructure Northeast Region of the Company's United States Infrastructure Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, to execute for and on behalf of the Company, a Request for Proposals for consulting engineering services for the Medfield Planning Board, between the Company and the Town of Medfield.

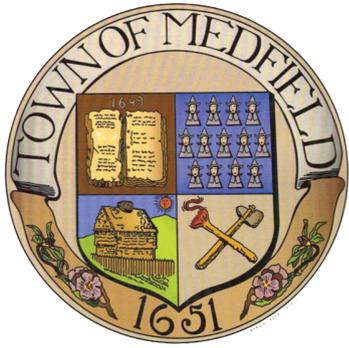
IN WITNESS WHEREOF, I have hereunto set my hand as of this 25th day of June, 2019.



Preston Hopson
Senior Vice President, General
Counsel and Secretary



(Seal)



Appendix B

Resumes

STEVEN BOULEY, PE

Project Manager

Mr. Bouley will serve as Project Manager and Lead Civil Engineer for the Town of Medfield. He provided the site/civil/utility peer review services to the Zoning Board of Appeals (ZBA) for the Chapel Hill Landing 40B development in Medfield and is currently managing construction services for the project. He is also managing our on-call design, peer review, and construction services contract with the Towns of Medway and Westminister, and has provided the site/civil reviews of plans in the Towns of Abington, Ashburnham, Blackstone, Holliston, Norfolk and Wayland. Boards, commissions and departments assisted include Planning, ZBA, Board of Health, Conservation, and Public Works.

His civil engineering experience is focused on land development and permitting for retail, residential, commercial and mixed-use projects. His work for municipalities includes plan review, street acceptance/as-built review, stormwater analysis, utility design and town regulations review, as well as construction oversight and documentation regarding the status and quality of development projects. Mr. Bouley is skilled in providing feasibility studies and reports, conceptual to final site layout, grading, utilities and stormwater management design.

RELEVANT EXPERIENCE

Peer Review and Construction Services, Chapel Hill Landing, Town of Medfield, MA (2016 to present). Senior Project Engineer for Chapel Hill Landing 40B Development in Medfield, Massachusetts. Tetra Tech provided professional engineering services to the Town for the proposed 40B project. Work included providing final review of the proposed Project and providing review comments related to impacts to the well-being and safety of the surrounding areas and the design as it relates to good engineering practice. Currently providing Construction Phase Services during to ensure the project is constructed to the approved Plans and Comprehensive Permit Conditions.

On-call Design, Peer Review and Inspection Services, Town of Medway, Medway, MA (2009 to Present). As Project Manager, and Senior Project Engineer, providing general engineering design and review services on an on-call basis, including plan and analysis review for the Medway Planning and Economic Development Board and Conservation Commission as well as Comprehensive Permit review of several 40B projects for the Zoning Board of Appeals. Responsibilities include site plan/subdivision review, stormwater analysis, utility design and town regulations review. Additional duties include oversight of construction progress and documenting reports to the town on the status and quality of particular development projects. Recent reviews include Willows at Whitney Place, Timber Crest Estates 40B, 39 Main Street 40B, Tri-Valley Commons shopping plaza, and Medway Greens, Pine Meadow, Norwood Acres and Hidden Pines Subdivisions. Additional duties include construction oversight and reporting for multiple on-going construction projects in town including Millstone Village, Applegate Farm and Medway Community Church Expansion. Additional to review services and construction oversight we have also been extensively involved with design services with the Medway Department of Public Ser-

EDUCATION

BS, Civil Engineering Technology, Wentworth Institute of Technology, 2008

AREA OF EXPERTISE

Civil Engineering

REGISTRATIONS/ AFFILIATIONS

Licensed Professional Engineer:

Massachusetts No. 53371 (2017)

American Society of Civil Engineers

Boston Society of Civil Engineers

TRAINING/CERTIFICATIONS

OSHA 10-Hour, Confined Space

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

10

YEARS WITHIN FIRM

10

vices. Design projects include Village Street sidewalk improvements, Walker Street Bridge Rehabilitation, Choate Dam Emergency Action Plan, Winter Street Drainage Design, Medway Middle School Parking Lot Improvements and Oakland and Main Street Sidewalk Improvements.

Peer Reviews and Construction Services, Town of Holliston, MA (2016 to Present). Project Manager assisting the Planning Board in its review of the Constitution Village subdivision. As Senior Project Engineer providing peer reviews related to site/civil/ stormwater for projects on Washington Street, a gas station and building expansion project. Steve also served as resident engineer during construction of the Washington Street Improvements Project in downtown Holliston.

Subdivision Plan and Solar Project Review and Inspection, Town of Blackstone, MA (2014 to Present). Assisting the Planning Board with the review of The Meadows at Harris Pond and Sycamore Park Estates subdivision plan submissions with all supporting documentation including drainage analyses, traffic analyses and community impact statements. Provided review and expected construction services for 307 and 315 Blackstone Street and Milk Street solar projects.

Subdivision Plan Review and Construction Inspection, Town Westminister MA (2007 to Present). Review of subdivision plan submissions with all supporting documentation including drainage analyses, traffic analyses and community impact statements. Provides construction inspection services for the subdivisions, including installation of all new utilities (water, gas, drain, electric, telephone and cable). Inspects earthwork, grading, paving, curb installation and all other work performed within the subdivision road right-of-way. Related projects include the review and construction oversight of a 140-unit development comprehensive permit, a large local business park development, earth removal permitting, solar and subdivision projects.

Subdivision and Drainage Peer Review, Town of Wayland, MA (2017). Assisted the Planning Board and Board of Health with subdivision and drainage peer reviews of Whittemore Place subdivision. This project had gone through several different iterations over a 10+ year period and was finalized during our review of the Project.

Stormwater Infrastructure Inspection and Maintenance, Various Clients (2009 to Present). Providing on-site stormwater infrastructure inspection and maintenance activities associated with Operation and Maintenance (O&M) Plans for each project site as required by Certificate of Compliance (COC) administered by MassDEP and local Conservation Commissions. Tasks include understanding the complexities of the system and its operation, inspection of each on-site stormwater Best Management Practice (BMP) for physical conditions and for pollutants such as sediment, debris, hydrocarbons, etc. A report is generated documenting each inspection and maintenance is coordinated if required. Annual reports are generated and delivered to local Conservation Commissions as required by the COC in perpetuity for the site. These tasks help us understand the complexities of stormwater systems and various treatment best management practices which assist in our peer review of Projects to find potential issues which may arise during construction of prospective projects.

Medway Middle School Parking Lot Improvements, Town of Medway, MA (2014). Under our On-Call contract with the Town of Medway, managed the permitting and design for reconstruction of the existing site to improve parking, access/egress, pedestrian use and stormwater control. Obtained approval from local permitting agencies, completed construction documents in an extremely aggressive timeframe to meet the client's financial obligations. Also provided construction phase services.

Willows at Whitney Place CRI CIPP, Charles River Pollution Control District (2018 to present). Resident Engineer for cured in place pipe liner for the 54" Charles River Interceptor which flows through the proposed Willows at Whitney Place project site in Medway, MA. Provided resident engineering duties associated with construction including record keeping, community outreach, construction quality control, monitoring of materials used in the construction, coordination with district departments, and progress meetings during construction. The project is currently underway and expected to be completed by the end of summer 2019.

Edgell Road Roadway Improvements, Town of Framingham, MA (2013 to 2015). Resident Engineer for pedestrian safety improvements and amenities including additional parking on Oak Street between the intersections with Edgell Road and Vernon Street as well as sidewalk reconstruction. Provided resident engineering duties associated with construction including record keeping, community outreach, construction quality control, monitoring of materials used in the construction, review of payment applications, review of traffic controls, coordination with town departments, weekly progress meetings to the town and the completion of record drawings.

SEAN REARDON, PE

Principal-in-Charge

Mr. Reardon is a Vice President at Tetra Tech who specializes in guiding site/civil engineering and land development programs to successful completion. He has 28 years of experience in the planning, permitting, design and construction of a wide range of facilities and infrastructure. His broad background encompasses all service sectors: municipal, institutional, private land developers and public/private partnerships. He is particularly skilled in managing multidisciplinary services under aggressive due diligence timeframes, as well as design/build and on-call engineering contracts. Mr. Reardon prides himself on building long-term, collaborative client relationships and overcoming technical and regulatory challenges with creative solutions that optimize project objectives. In addition to his leadership on residential, institutional, commercial and mixed-use development programs, Mr. Reardon is regularly called upon to provide expert witness testimony and litigation support.

RELEVANT EXPERIENCE

On-Call Design and Review Services, Town of Medway, MA (2007 to present)
Principal-in-Charge of two consecutive, on-call engineering design and review services for the Town of Medway. Work includes plan and analysis review for multiple boards, committees and departments with regard to site plans, stormwater analysis, utility design and town regulation review. Oversees construction progress and reports to the town regarding the status and quality of particular development projects. Design projects have included parking, access and utility improvements associated with the reconstruction of the McGovern School site, as well as a major slope stabilization project along the Charles River.

Subdivision Plan Review and Construction Inspection, Towns of Ashburnham, Westminster and Hubbardston, MA (2007 to present). Principal-in-Charge of reviewing Definitive Subdivision Plan Submissions to the town planning boards to ensure conformance with subdivision and zoning regulations and sound engineering practice. Responsible for reviewing subdivision plan submissions and all supporting documentation including, but not limited to, drainage analyses, traffic analyses and community impact statements. Also manages Tetra Tech's construction inspection services for the three towns including inspection of newly installed utilities (water, sewer, gas, drain, electric, telephone and cable) to service the subdivisions. This work includes inspection of all earthwork, grading, paving and curb installation within the subdivision road right of ways.

Chapel Hill Landing, Town of Medfield, MA (2016 to present). Principal-in-Charge for Chapel Hill Landing 40B Development in Medfield, Massachusetts. Tetra Tech provided professional engineering services for the Town of Medfield's Chapel Hill Landing. Work included providing final review of the proposed Project and providing review comments related to impacts to the well-being and safety of the surrounding areas and the design as it relates to good engineering practice.

Peer Review Services, Town of Norfolk, MA (2017 to Present). Principal in Charge for Comprehensive Permit (40B) Peer Reviews for Abbyville Com-

EDUCATION

BS, Civil Engineering, University of Massachusetts, 1991

AREA OF EXPERTISE

Civil Engineering

REGISTRATIONS/ AFFILIATIONS

Licensed Professional Engineer:

Connecticut No. 0024852

Massachusetts No. 41062

Maine No. 10902

New Hampshire No. 11710

Rhode Island No. 8402

Vermont No. 018.0008720

TRAINING/CERTIFICATIONS

40-Hour OSHA Hazardous Waste Site Operations Training

8-Hour OSHA Hazardous Material Emergency Response Training Recertification

Competent Person Training

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

28

YEARS WITHIN FIRM

27

mons and Preserve at Abbyville, and The Enclave at Norfolk and Lakeland Hills developments. Tasks include Civil/Site/Utility Plan, Document Review, Water Supply Review, Wastewater Review, Wetlands Review, Traffic Review and overseeing the Definitive Openspace Subdivision review of Norway Farms.

On-Call Engineering Services, Town of West Springfield, MA (2016 to present). Principal-in-Charge of a 3-year, on-call engineering services contract with the Town of West Springfield. Tetra Tech has an ongoing “Complete Streets” assignment, which consists of preparing conceptual traffic plans for Park Street, Park Avenue and Elm Street.

On-call Peer Review Services, Town of Manchester-by-the-Sea, MA (2007). Directed on-call services for the conservation commission and planning board for several technical project submittals including an earth removal permit application and a middle school design. Work involved site plan, stormwater analysis, utility design, earth removal and Notice of Intent review. Reviews culminated in the production of a review letter and presentation at local authority hearings.

Boston Common Garage Expansion Feasibility Study, Massachusetts Convention Center Authority, Boston, MA (2014). Oversaw an expansion feasibility study for the Boston Common Garage. The work involved assessing the complex financial, technical and social issues related to the possible proposed expansion within an iconic area of downtown Boston. Services include conceptual layout and building design, market and financial analysis, permitting summary and related reporting.

Boston Convention and Exhibition Center, D Street Parcel Landscape Improvements, Massachusetts Convention Center Authority, Boston, MA (2014). Principal-in-Charge for the permitting, design and construction-phase services for the D Street parcel adjacent to the Boston Convention Center & Exhibition Center. The parcel required interim landscape improvements to accommodate hotel and potential retail development along D Street. The project consisted of improvements to Claflin Street, new pedestrian walkways, a tent for vendors and events, and associated drainage and utility improvements.

Boston Convention and Exhibition Center, Massachusetts Convention Center Authority, Boston, MA (2004). Managed the planning, permitting and design of utility and roadway infrastructure improvements for the 600,000-square-foot Boston Convention and Exhibition Center. Work included design of on-site roadway and utility improvements, off-site transportation and utility mitigation, and preparation of local and state permitting documents, from feasibility review through construction administration. It also involved design of the convention center’s on-site water, stormwater and wastewater utility systems. Since the existing drainage system had limited capacity to handle the building’s roof runoff and local drainage, it was necessary to design a new stormwater system. Worked with the designer to develop an innovative, metered roof drain system that allows the roof drains to perform under pressure, minimizing the size of the downspouts, roof leaders and storm pipe. The system stores and discharges stormwater runoff from the 40-acre roof after the peak of the storm subsides.

On-Call Services Contract, Massachusetts Convention Center Authority, South Boston, MA (2010.) Project Director for on-call civil engineering services in support of miscellaneous projects. Recent projects include a feasibility analysis for a bus turnout lane at the main entrance to the Boston Convention and Exhibition Center (BCEC); an airlock study required for the Hynes Convention Center; and a drainage improvement design associated with a joint replacement project along the elevated roadway system at the BCEC. Project tasks typically include development of construction drawings, specifications, estimates and construction oversight.

Annual Facility Inspections and Physical Conditions Reports, Massachusetts Convention Center Authority, Four State-Owned Facilities (2007 to 2010). As a subconsultant to Simpson Gumpertz & Heger, managed the site/civil aspects of annual facility inspections at four facilities: the Boston Convention and Exhibition Center, the Hynes Convention Center, the Boston Common Garage and the MassMutual Center. The three-year contract included life cycle assessments of all site/civil conditions including parking areas, sidewalks, utilities, stormwater drainage and landscaping. Also oversaw design services with respect to the repairs or replacements identified during the inspections and contributed to a 20-Year Capital Reserve Replacement Study for each facility.

KENNETH A. DESHAIS, CPSS

Environmental

Mr. Deshais is a Senior Project Scientist with 26 years of experience conducting environmental assessments in the eastern United States. As a wetland's specialist, he prepares permits in accordance with local, state and federal regulations, and presents findings to permitting authorities. Mr. Deshais is also responsible for soil and vegetation investigations, construction supervision, erosion and sediment control planning, resource area identification and wildlife habitat evaluations. In addition, he completes investigations and reports for stormwater management, land use/zoning, impact evaluation and mitigation planning projects.

RELEVANT EXPERIENCE

Union Point, South Shore Tri-Town Development Corporation, Weymouth, Rockland, and Abington, MA (1999 to 2010). Performed wetland delineation associated with the redevelopment of the 1,450-acre South Weymouth Naval Air Station, while also supporting the EIR and permitting for infrastructure improvements along a 5-mile section of Route 18.

River's Edge Mixed Use Development, Preotle, Lane & Associates, Ltd., Medford, Malden and Everett, MA (2005 to Present). Provided wetland mitigation design and wetland mitigation post-construction monitoring for the 32-acre River's Edge mixed-use business park. This regional redevelopment project will include 1.8M-sf of commercial and residential buildings along the Malden River. Phase 1 consists of 220 units of residential housing and 441,600 square feet of new office/research and development space in three buildings on 30 acres. The project created 7.6 acres of public parkland and restored 1.7 acres of wetlands along the Malden River. Assisted in obtaining state approvals from the DEP Wetlands and Waterways Divisions, MEPA and the Massachusetts Water Resources Authority. An Individual Water Quality Certification was also obtained from the DEP Wetlands Division for the wetland fill and wetland mitigation plan. Assisted with MEPA documentation including the Environmental Notification Form (ENF), EIR, and numerous Notices of Project Change. Federal permits included US Army Corp of Engineers (ACOE) Individual Permits for the wetland fill, mitigation design and the removal of an abandoned barge that was located within the Federal Channel of the Malden River. Barge removal and all work within the Federal Channel of the river was closely coordinated with the ACOE Navigation Division.

Belle Isle Marsh Boardwalk, Sterling Suffolk Racecourse, LLC, East Boston, MA (2013 to 2017). Project Scientist responsible for site selection of an approximately 100-foot long helical pile supported boardwalk over a freshwater wetland at the Massachusetts Department of Conservation and Recreation's (DCR) Belle Isle Marsh Reservation. Prepared an Environmental Notification Form pursuant to the Massachusetts Environmental Policy Act, a DEP Water Quality Certification application, a Notice of Intent in accordance with the Massachusetts Wetlands Protection Act, and a DCR Construction/Access Permit application, Provided environmental compliance and construction oversight during project implementation.

EDUCATION

MS, Soil Science, University of Massachusetts, 1995

BS, Environmental Science, University of Massachusetts, 1992

BS, Wildlife Management, University of Massachusetts, 1987

AREA OF EXPERTISE

Federal, state and local Permitting and Wetlands

REGISTRATIONS/ AFFILIATIONS

Soil Science Society of America
Certified Professional Soil
Scientist (CPSS) No. 15285

Society of Soil Scientist of
Southern New England Registered
Professional Soil Scientist

Association of Massachusetts
Wetland Scientists

Town of Grafton, MA, Planning
Board (1999)

Town of Monson, MA
Conservation Commission,
(1992-1996)

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

26

YEARS WITHIN FIRM

25

Route 18 Corridor Widening, MassDOT Highway Division (2002 to Present). Wetlands Scientist for wetland resource area investigation, wetland mitigation design, and wildlife habitat evaluation of properties within an approximate five-mile section of Route 18. The project required a variance from wetlands regulations. Due to the inability to mitigate wetlands within the project limits, an off-site wetland mitigation site was identified, and approvals obtained from the U.S. Army Corps of Engineers and the Massachusetts Department of Environmental Protection.

I-495/I-90 Interchange Improvements, MassDOT Highway Division, Hopkinton, Westborough, Southborough, MA (2016 to Present). Senior Project Scientist for improvements to the I-495/I-90 interchange within an Area of Critical Environmental Concern (ACEC) and impacts to state designated Outstanding Resource Waters. Our firm is currently evaluating the natural resources of the project area, confirming the wetland delineation, certifying vernal pools, preparing for environmental review and permitting, and contributing to the development of the design of the highway and bridge preferred alternative. Responsible for the preparation of the Project's Conceptual Wetland Mitigation Plan for the preferred alternative.

I-95/Whittier Bridge Improvements, MassDOT Highway Division, Newburyport, Amesbury, Salisbury, MA (2009 to November 2018). Supported the EIR for the reconstruction of a 4-mile segment of I-95 and the replacement of Whittier Bridge over the Merrimack River. Whittier Bridge is one of 14 projects selected nationwide by the Obama Administration to be expedited through the permitting and environmental review process. Involved in preparation of MEPA ENF, a combined NEPA EA and a MEPA EIR, and permits, leading to a design/build RFP package. Key issues relating to the joint filings included rare species, wetlands, historic and archaeological resources, and water supply protection. EA/EIR and permit applications were prepared under a tight timeframe to meet the Accelerated Bridge Program (ABP) schedule.

I-93 and Route 110/Route 113 Interchange Reconstruction Project, MassDOT Highway Division, Methuen, MA (2008 to 2018). Wetlands delineation for the widening of I-93 and the construction of a new interchange, six interchange ramps, and improved bike/pedestrian facilities. Project included a variance from Massachusetts Wetlands Protection Act Regulations for design of a 13-acre wetland mitigation area to compensate for unavoidable project impacts. The plan featured 5.3 acres of Bordering Vegetated Wetlands creation/restoration including 2.4 acres of forested habitat, 1.7 acres of scrub/shrub habitat, 1.1 acres of emergent habitat, 0.1 acres of riverine habitat, and 555 linear feet of recreated waterway bank.

Longfellow Bridge Rehabilitation Project, MassDOT Highway Division, Boston/Cambridge, MA (February 2013 to 2018). Environmental Permitting Lead. Oversaw compliance with federal, state and local environmental permits, including: Massachusetts Wetlands Protection Act Order of Conditions (OOC) issued by the Boston Conservation Commission; Massachusetts Wetlands Protection Act Superseding Order of Conditions (SOC) issued by the Massachusetts Department of Environmental Protection (MassDEP); United States Army Corps of Engineering Permit; MassDEP's Chapter 91 Licenses for the pedestrian bridge in Boston and stormwater feature in Cambridge; and U.S. Coast Guard permit for work within the navigational channel. Work also included the development of a construction term Stormwater Pollution Prevention Plan (SWPPP) pursuant to the U.S. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activities, and the development of a Charles River Water Quality Monitoring Plan.

Greenline Extension Project, Massachusetts Bay Transportation Authority (MBTA), Cambridge, Somerville, Medford, MA (2017 to Present). Senior Project Scientist responsible for the development of the Project's Stormwater Pollution Prevention Plan (SWPPP) pursuant to the U.S. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Construction Activities. Provide oversight of the Contractor's compliance with the SWPPP throughout the approximately three-mile project corridor.

Wetland Delineations, Soltage, LLC, Various Sites Eastern Massachusetts (2015). Project Scientist responsible for wetland delineation for various solar array projects to be located at Massachusetts landfills in East Bridgewater, Randolph and Plainville.

Wetland Delineation, Solar Energy Facilities, Bright Lite Energy, Various Locations, MA (2017 to Present). Project Scientist for wetland delineation and classification for various solar projects in Orange and Brookfield, MA.

SARA J. WHITE, PE

Stormwater/Drainage

Ms. White has 14 years of experience in civil engineering including preparation of design plans for a variety of land development and improvement projects. Her work encompasses site layout, grading, drainage and utility layouts, stormwater management, coordination of permitting and construction phase services, and review of bid documentation with contractors. Her municipal experience includes site plan, stormwater analysis, utility design and town regulation review and analysis for the Medway Conservation Commission and Planning Board, and the City of Quincy.

RELEVANT EXPERIENCE

On-call Design, Peer Review and Inspectional Services, Town of Medway, MA (2010 to Present). Project Engineer responsible for providing general engineering design and review services for the town on an on-call basis. Services include site plan, stormwater analysis, utility design and town regulation review and analysis for the Conservation Commission and Planning Board. Provides general engineering design services on an as-needed basis including a major slope stabilization project along the Charles River where the river has eroded a bank and undermined a local roadway.

On-Call Peer Review Consultant Services, City of Quincy, MA (2016 to Present). Conducted peer reviews for the Planning Board for proposed developments located on Hoover Ave and at 35 Main Street. Assisted with the review of application packages for compliance with the Quincy development regulations.

Choate Pond Dam Hydraulic/Hydrologic Analysis, Town of Medway, MA (2014). Project Engineer responsible for the hydrologic analysis of the 4,300-acre watershed area of Choate Pond dam which is also known as the Medway Park Dam. The hydrologic analysis evaluated the 2-, 10- and 100-year storm events to determine if the existing outlet configuration of the dam could adequately convey the floodwater.

Statewide Stormwater Discharge Compliance, MassDOT Highway Division (2012 to Present). Project Engineer for a multi-year contract to help MassDOT comply with the statewide National Pollutant Discharge Elimination System (NPDES) stormwater permit for discharges of highway runoff to impaired waters. Responsible for assessing multiple impaired water bodies throughout Massachusetts and providing MassDOT with recommendations for Best Management Practices (BMPs). Upon MassDOT's acceptance of the recommendations, hydraulic and hydrologic analyses are performed to complete the design of the recommended BMPs. The design packages include a 75%, 100% and Construction Document submittal with project specifications and construction estimates. To date, Tetra Tech has evaluated over 200,000 acres of impaired waters watersheds with MassDOT roadway discharges and developed over 100 stormwater BMP designs for more than 400 acres of MassDOT roadways.

Salem Harbor Power Station, Footprint Power LLC, Salem, MA (2011 to 2013). Project Engineer for site/civil, stormwater and permitting services associated with the demolition and redevelopment of the Salem Harbor Power Station, including grading and drainage plans, site utilities plans, and

EDUCATION

BS, Civil Engineering,
Northeastern University, 2005

AREA OF EXPERTISE

Civil Engineering

REGISTRATIONS/ AFFILIATIONS

Licensed Professional Engineer:
Massachusetts No. 541148, 2018

TRAINING/CERTIFICATIONS

Approved Soil Evaluator:
Massachusetts No. SE3031

10-Hour OSHA Outreach Training
for Construction, 2017

Toastmasters International

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

14

YEARS WITHIN FIRM

14

erosion and sedimentation control plans. A stormwater management system was designed to accommodate the power plant operational needs while meeting DEP Stormwater Management Standards.

The Shoppes at Bellingham, W/S Development, Bellingham, MA (2006 to 2014). Civil Engineer responsible for design, plan preparation and project team coordination. Design includes grading, drainage and utility layouts associated with this proposed facility. Assisted with permitting with the Bellingham Planning Board, Conservation Commission and Massachusetts Environmental Policy Act unit and other local agencies. The lifestyle center also includes access driveways, parking spaces, stormwater infiltration systems, a wastewater treatment facility, and other pertinent infrastructure.

The Groves, New England Deaconess Association, Lincoln, MA (2006 to 2010). Civil Engineer responsible for preparing preliminary through final design plans including site layout, grading and utility design, stormwater drainage design and construction documents for 197 residential senior units. Also provided project team coordination.

I-93 and Route 110/Route 113 Interchange Reconstruction, MassDOT Highway Division, Methuen, MA (2009 to 2010). Assisted in the preparation of preliminary stormwater drainage design for the Environmental Assessment/Draft Environmental Impact Report. The project involved rotary removal, and construction of a new partial clover-leaf interchange, a new interstate bridge, six new interchange ramps, and the widening of I-93.

Harvard Commons Roads & Utilities/Phase II, Cruz Development Dorchester, MA (2014 to Present). Project Engineer for site engineering and permitting support for 28 single-family building lots of the Harvard Commons Residential Development project in Dorchester, MA. The project includes preparation of construction plans for the road and utility infrastructure improvements, construction inspection services, preparation of individual site plans for each of the building lots and coordinating the BWSC Site Plan permitting process.

40B Development, O'Neill Properties, Belmont MA (2006 to Present). Civil Engineer responsible for engineering of civil/site design and permitting for a proposed 299-unit residential development. Scope includes designs for grading, drainage and utilities, and requires extensive permitting and coordination with the local Zoning Board of Appeals, Conservation Commissions, MA DEP and the Department of Natural Resources.

Drainage Improvements along Route 9 Boulder Brook Culvert, MassDOT Highway Division, Wellesley, MA (2012 to 2015). Project Engineer responsible for the hydrologic analysis of the 5,700-acre watershed area of Morses Pond, which receives discharges from Boulder Brook. The project includes replacement of the culvert to alleviate flooding and overtopping at both Route 9/Boulder Brook and Lexington Street/Boulder Brook crossings without replacement of the Lexington Street culvert and without compromising the Morse Pond 100-year flood stage elevation. Responsible for local and state environmental permitting, 25% highway design package and preliminary

I-95/Whittier Bridge Improvements, MassDOT Highway Division, Newburyport, Amesbury, Salisbury, MA (November 2018). Project Engineer for the design, development and implementation of structural and non-structural BMPs for the MassDOT Whittier Bridge/I-95 project. The project includes preparation of a joint NEPA Environmental Assessment (EA) and MEPA Environmental Impact Report (EIR) for 4.5 miles of highway widening and replacement of the I-95 bridge over the Merrimack River, a key project under the Accelerated Bridge Program.

The MathWorks Phase LLC Expansion, National Development, Natick, MA (2008 to 2013). Civil Engineer responsible for day-to-day engineering of all civil/site design and permitting aspects of this campus expansion. The project consists of a four-story, 170,000-sf office building, a four-level parking garage, and vertical expansion of an existing parking garage. Also responsible for reviewing bid documentation and providing construction phase services.

ROBERT I. WOODLAND, PE

Traffic

Mr. Woodland is a Senior Project Manager with 30 years of experience in professional transportation planning, analysis and design. He specializes in developing innovative and cost-effective transportation solutions, and coordinating environmental permitting, for mixed-use commercial, industrial, institutional and residential projects, and has successfully permitted more than 300 development projects throughout the United States.

A traffic operations specialist, Mr. Woodland has evaluated large, complex and often controversial developments in urban settings and on major congested suburban arterials. His technical expertise and presentation skills have enabled him to build consensus with state and local reviewing agencies, and neighborhood community groups, on the appropriate roadway and traffic control improvements needed to address project-related transportation impacts. In fact, Mr. Woodland has participated in some of the most rigorous review procedures in New England, including the Massachusetts Environmental Policy Act (MEPA), the Cape Cod Commission, and the City of Boston's Article 80 review processes, as well as the State of New Hampshire transportation review process. Over the course of his career, he has successfully presented project-related transportation issues in over 200 communities throughout New England, laying the groundwork for the permitting and construction of small- and large-scale development projects.

RELEVANT EXPERIENCE

Traffic Review, Chapel Hill Landing, Town of Medfield, MA. Traffic Engineer for Chapel Hill Landing 40B Development in Medfield, Massachusetts. Tetra Tech provided professional engineering services for the Town of Medfield. Work included providing final review of the proposed Project and providing review comments related to impacts to the well-being and safety of the surrounding areas and the design as it relates to good engineering practice.

Traffic Impact Analysis, One Post Office Square Redevelopment, Boston, MA (2017). Lead Transportation Planner for the traffic impact analysis included with the Expanded Project Notification Form (EPNF) filing as part of the City of Boston Article 80 process to support the redevelopment of One Post Office Square, a 41-story office high rise in downtown Boston. Evaluated existing and projected transportation operations, identified measures to provide safe and efficient access and minimize potential project-related traffic impacts on the surrounding area roadway network.

Traffic Management Plan, Camp Fire Incident Debris Removal Operations, Paradise, CA (February 2019 to Present). Project Manager assisting the State of California (CalRecycle) in the development of the Traffic Management Plan for the debris removal operations in Paradise, California. Used Google Big Data, Tetra Tech's own proprietary GPS truck tracking software (and mobile device app), and aerial drone video to identify preferred truck haul routes, assess traffic impacts of debris removal operations and identify traffic mitigation measures needed to minimize truck impacts associated with the removal of over 35,000 tons of material per day. Tetra Tech

EDUCATION

BS, Civil Engineering, State University of New York at Buffalo, 1989

AREA OF EXPERTISE

Transportation Planning and Engineering

REGISTRATIONS/ AFFILIATIONS

Licensed Professional Engineer:
Massachusetts No. 41709

New Hampshire No. 115414

TECHNICAL PROFICIENCIES

Synchro/Traffic Net Sim, Emme2, Traffix, Capcal, Cinch, Passer & Passer II, Transit 7F, and Highway Capacity Software (HCS)

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

30

YEARS WITHIN FIRM

Six

will also monitor truck traffic increases throughout five-county study area for the duration of the estimated nine month debris removal effort.

Reuse Master Plan, Weymouth Naval Air Base, Weymouth, MA (2001). Transportation Planner for full A-E services (transportation planning, environmental permitting and infrastructure design) for the redevelopment of the 1,450-acre South Weymouth Naval Air Station. Performed traffic operational analyses encompassing six towns, 65+ intersections and over 20 roadway links. Work included analysis of the South Weymouth Commuter Rail Station and future transit demands.

Transportation Planning and Design, Massachusetts Institute of Technology, Cambridge, MA (2001). Transportation planning and design services at MIT's urban location required resolution of institutional traffic and parking needs with sensitivity to residential neighborhoods. Provided planning services related to the Northeast Sector (Campus) Master Plan, the Stata Research Center a 420,000 SF lecture hall with faculty office space and a 150 unit visiting faculty and student dormitory.

McLean Hospital Redevelopment Belmont, MA (2001). Conducted an extensive traffic study in support of a proposal by McLean Hospital to rezone much of its 200+ acre campus in Belmont. The mixed-use development included a 50,000 SF hospital expansion, 600 elderly housing units, 100 luxury condominiums and 300,000 SF of R & D/ office space.

Gateway Park, Mixed Use Development, Windham, NH (2016 to Present). Transportation Planner for this 29-acre mixed-use development in Windham, NH at the intersection of Routes 111 and Range Road near Interstate 93. Currently under construction, the development will include Class A office, R&D/technology, medical, mixed use, retail, restaurants and townhouses.

Gillette Stadium, New England Patriots, Foxborough, MA (2000-2001). Evaluation of on and off-site traffic, parking and pedestrian impacts for the New England Patriots new 68,000-seat stadium. Also included a comprehensive traffic event management plan that required extensive coordination with MassDOT, Massachusetts State Police, local police and town officials.

While at another firm:

Lowell Hamilton Canal District Master Plan, Lowell, MA (2009). Traffic modeling and evaluation of existing and proposed roadway networks to develop the site access, internal circulation and off-site roadway improvements needed to accommodate the Hamilton Canal District Master Plan.

Municipal Facilities Master Plan for Spofford Road, Boxford, MA. Evaluated an 81-acre site, to accommodate the Town Library, Fire Station, Police Station, recreational fields, and Spofford School expansion.

Ashmont Station Transit-Oriented-Development, Dorchester, MA. First-of-its-kind transit-oriented development (TOD) on the station site and included 111 apartment units and 25,000 SF of retail.

Trinity Financial, Boston-East Boston, MA. Trinity Financial mixed-use residential/marine use development consisting of 196 residential units, and 14,000 square feet of marine related industrial use.

Villages at Stow, Stow, MA. Residential development including 56 single family homes, 96 apartment units and 10,000 SF of retail.

Derby Woods Stow, MA. Residential subdivision, consisting of 31 single family homes.

Crown Colony Quincy, MA. A residential development consisting of 100 condominium units.

ALISON LIMA, PE

Structural

Lima, a Director with Tetra Tech, has 23 years of experience with the planning, design, and construction of international infrastructure projects. As a structural engineer, she has led the design of bridges, buildings, foundations and special structures. She consistently provides quality deliverables, effective design direction, team supervision and agency coordination. Ms. Lima has worked with the Town of Medway on several projects including the Lincoln Street/Sanford Street Bridge Scour Improvements. She has also worked extensively for MassDOT; most recently, as Project Manager for the Route 147 EB & WB over US 5 Bridge Replacement Project in West Springfield. Ms. Lima also serves as Lead Reviewer for bridge projects as part of Tetra Tech's on-call peer review contract with MassDOT.

RELEVANT EXPERIENCE

On-Call Design, Review and Construction Inspection Services, Town of Medway, MA (2007 to Present). Working with the Town of Medway on multiple bridge projects. In general, focus of the bridge work is how to stabilize existing structures that have become susceptible to scour and movement. Two bridges are over the Charles River, and are jointly owned by the Town of Franklin. As the Bridge lead, work included partnering meetings with MassDOT District 3 Bridge and Inspection staff to determine the best maintenance solution. Assisted Medway with grant application for repairs to the Hopping Brook bridge on West Street.

PS&E Consultant Peer Reviews, MassDOT Highway Division, Statewide, MA (2009 to Present). Lead Reviewer for bridge projects as part of an on-call Peer Review assignment with MassDOT. Reviews contract documents for overall constructability and conformance with MassDOT Highway Division standards. The goal of the assignment is to identify potential areas of confusion or incompleteness within the contract documents and reconcile these issues prior to advertisement.

I-90/Allston Interchange Improvement Project, Allston/Brighton, MassDOT Highway Division, MA (2013 to Present). For the \$400M I-90/Allston Interchange Improvement Project, Tetra Tech is providing conceptual development, traffic analysis, National Environmental Policy Act/ Massachusetts Environmental Policy Act (NEPA/MEPA) documentation and environmental permitting, and highway and bridge design services. Structural lead for the design of two proposed bridges carrying vehicles, pedestrians and cyclists over I-90, a proposed pedestrian bridge over I-90, a pedestrian bridge over Soldiers Field Road and associated earth support/retaining structures. The structural work is currently in the preliminary design phase.

Route 147 EB & WB (Memorial Ave.) over US 5 (Riverdale St.) Bridge Replacement Project, MassDOT Highway Division, West Springfield, MA (2011 to Present). Project Manager for the replacement of the two bridge superstructures in the Route 147/US 5 rotary interchange. Project scope includes a study of reconfiguration of the interchange from a rotary into a diamond, study of proposed methods of traditional and accelerated construction, traffic analysis, highway design, structural inspection, analysis of existing substructure, structural design, permitting, material testing, ge-

EDUCATION

MS, Civil Engineering,
Northeastern University, Boston,
MA, 1999

BS, Civil Engineering, Tufts
University, Medford, MA, 1996

AREA OF EXPERTISE

Structural Engineering

REGISTRATIONS/ AFFILIATIONS

MS, Civil Engineering,
Northeastern University, Boston,
MA, 1999

BS, Civil Engineering, Tufts
University, Medford, MA, 1996

Women's Transportation Seminar,
Boston Chapter

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

23

YEARS WITHIN FIRM

13

otechnical investigation, survey, and development of D/B procurement documents. The superstructure replacements are part of MassDOT's Accelerated Bridge Program, with a mandate to reduce the number of Structurally Deficient Bridges in the Commonwealth. Based on the traffic and construction methodology studies performed early on in the project, Tetra Tech considered both Self-Propelled Modular Transport (SPMT) and Prefabricated Bridge Unit (PBU) technology for replacement of the two bridge superstructures, maintaining the existing rotary configuration. Tetra Tech developed 25% design documents utilizing PBU technology, as well as documents for D/B procurement. Participated in public meetings to build support for the project in West Springfield and the surrounding communities. Coordinated extensively with MassDOT District 2 to ensure that local project needs are met and proposed bridges are contextually appropriate beside the historic Memorial Bridge over the Connecticut River. Throughout the Design/Build phase, Tetra Tech supported MassDOT by leading construction administration and performing reviews of design and construction submittals. Both bridges were replaced during two 79-hour weekend shut-down periods.

Weymouth Naval Air Station Redevelopment, South Shore Tri-town Development Corporation, Weymouth, MA (2007 to 2013). Structural Manager responsible for bridge type studies and preliminary design for three precast/prestressed concrete single-span bridges, one single span pedestrian bridge, and one two-span curved steel plate girder bridge over an active rail corridor. Oversaw the design, detailing, and deliverables, while coordinating with other disciplines and agencies, as well as maintaining structural budget and staffing.

I-95/Blue Hill Drive Interchange Improvements, MassDOT Highway Division, Westwood and Dedham, MA (2001 to 2015). Led structural design for retaining walls to support a new Interstate off-ramp and additional transportation improvements. Design effort included design of a cast-in-place cantilever retaining wall and development of a performance specification and supporting details for a Mechanically Stabilized Earth (MSE) wall.

Route 32 (Main Street) over Ware Canal, MassDOT Highway Division, Barre, MA (2005 to 2006). As part of the Foot-Print Bridge Replacement Contract, Structural Manager for preliminary design phase. This project consists of superstructure replacement and reuse of the existing substructure. The proposed superstructure is steel stringers with a composite reinforced concrete deck. The project includes bridge, roadway, and drainage design, as well as permitting.

Alpine Drive over Lebanon Brook Bridge Replacement, MassDOT Highway Division, Southbridge, MA (2005 to Present). Structural Engineer responsible for the design of pre-stressed concrete spread box beams and overall completeness of the plan set in accordance with MassDOT standards. The project includes bridge design, roadway and drainage design, wetland delineation, and permitting. The bridge replacement is part of the Foot-Print Bridge Replacement Contract – Round 4. The existing steel stringer structure supported on spill through abutments will be replaced by spread box pre-stressed deck beams supported on stub abutments. Construction is complete and Tetra Tech is currently performing the bridge rating.

I-93 Noise Barrier and Landscape Improvements MassDOT Highway Division, (2011). Structural design for the I-93 Superstructure Replacement Project, as part of the White-Kiewit Joint Venture Team. Dubbed the “93 Fast 14,” this \$98M+ project involved the replacement of 14 bridge superstructures along the I-93 corridor over 10 consecutive weekends during the summer of 2011. It is the largest accelerated bridge effort ever undertaken by MassDOT. This project required all lanes of I-93 to re-open each Monday by 5 AM to accommodate the busy ods.

Switchgear Building, Genzyme Corporation, Framingham, MA (2007). Structural Manager responsible for analysis and design of a masonry building with a steel roof and concrete foundation and slab-on-grade. The building is approximately 9.1 m x 6.7 m x 4.5 m tall. Developed construction documents and provided construction phase services while coordinating with other disciplines and managing the budget and staffing.

JASON S. HELLENDRUNG, PLA

Landscape Architecture

Mr. Hellendrung is a Vice President and Director of Planning at Tetra Tech. In this role he directs landscape architecture, planning and urban design work on a wide range of complex urban, public infrastructure projects. His current responsibilities include project management, coordination with clients including multi-stakeholder teams, and leading and facilitating public participation. His past projects include the HUD Rebuild by Design project for the Jersey Shore, developing eight community reconstruction plans for NY Rising, redevelopment of the Allegheny Riverfront in Pittsburgh, and development of Shelby County's application to HUD's National Disaster Resilience Competition. Mr. Hellendrung served as Managing Principal of the Cedar Rapids River Corridor Redevelopment Plan and the implementation of several design projects to guide the city's recovery from the historic flood of June 2008. He was also the Project Manager of the urban design and landscape architecture for the Healthline BRT and transformation of Euclid Avenue in Cleveland.

RELEVANT EXPERIENCE

One Post Office Square Redevelopment, Boston (2017). Project Manager for the development of the Expanded Project Notification Form (EPNF) filing as part of the City of Boston Article 80 process to support the redevelopment of One Post Office Square, a 41-story office high rise in downtown Boston.

Rutherford Avenue and Sullivan Square Design Project, Boston Public Works Department/Boston Transportation Department, Charlestown, MA (2017 to Present). Assisting the project team on the urban design elements and flood resilience strategies for the Design project, one of the highest profile transportation projects underway in the City of Boston. The \$140M project involves the reconstruction of a 1.5-mile urban corridor that experiences more than 100,000 vehicle trips per day. Preferred option implements a road diet and reduced vehicle lanes; access improvements between Charlestown and the Sullivan Square T Station; creates new open space and development parcels; and introduces strategies to reduce flood pathways into Boston, Cambridge, and Somerville.

Living with the Bay Watershed Resiliency Plan, New York Governor's Office of Storm Recovery, Nassau County, NY (2017 to Present). Project Planner and Designer for the development of a watershed resiliency plan for the Mill River Watershed on Long Island as part of the Rebuild by Design Living with the Bay project. Working closely with the State of New York, local communities, and multiple consultants to develop and prioritize coastal restoration, flood protection and stormwater projects intended to make Nassau County more resilient to future storm events such as Hurricane Sandy. Utilizing current models and climate change projections, developing a prioritization protocol to consider the costs and benefits of projects addressing storm surge inundation, riverine, localized stormwater and future sunny day flooding.

Transfer of Development Rights (TDR) Environmental Impact Statement, Long Island (2017). Project Manager for the NYS Department of State funded

EDUCATION

BLA, Landscape Architecture, University of Rhode Island, 1996

AREA OF EXPERTISE

Landscape Architecture

REGISTRATIONS/ AFFILIATIONS

Registered Landscape Architect:
Massachusetts, No 1629

Also licensed in MD, NH, IA, OH, PA, TX, CT, NY, MI, and VA, TN

Massachusetts Vulnerability Preparedness MVP Certification.

Urban Land Institute, Public Development and Infrastructure Council Member

American Society of Landscape Architects, Public Practice Advisory Committee, 2007-present; Committee Chair, 2009-10

Boston Society of Landscape Architects

US Green Building Council

OFFICE

Boston, MA

YEARS OF EXPERIENCE

25

YEARS WITHIN FIRM

Two

project organized to work with communities across Long Island to introduce a TDR program to send development rights in Extreme Risk Areas along the coast to receiving areas out of the flood zone in locations identified as growth areas on Long Island.

Green Infrastructure Program Management, Detroit Water & Sewerage Department (DWSD), Detroit, MI (2018 to Present). Assisting the project team on the program, including planning, design, implementation and evaluation of green infrastructure projects in the Upper Rouge watershed and other locations within the City identified by DWSD. The City has experienced extensive depopulation and projects are prioritized to take advantage of specific opportunities associated with resultant open space within the City, with an emphasis on improving the quality of life in neighborhoods. The coordinated activities of all City departments have resulted in the greening of over 600 acres in less than five years, with a mix of impervious area reduction and green stormwater projects.

Chicago River North Branch Industrial Corridor (NBIC) Framework, Chicago Department of Planning and Development, Chicago, IL (2018 to Present). Assisting the project team in working with stakeholders to integrate the North Branch Canal and Goose Island into the broader NBIC Framework of the Chicago River, including stakeholder facilitation, urban design, green infrastructure, expanding river access, and open space programming.

While at Sasaki Associates, Mr. Hellendrung worked on the following projects:

Resilient Shelby: Making Room for the River, Shelby County, TN (2015 to 2017). Managing Principal for Shelby County's application for the US Department of Housing and Urban Development (HUD) sponsored National Disaster Resilience Competition to develop science-based, innovative solutions to make communities more resilient to natural disasters. Oversaw the development of a winning proposal that will bring \$60.4 million to develop the low income neighborhood of South Cypress Creek. Rather than creating a wall or barrier, the recreational and community building approach embraces the water with a necklace of wetlands to buffer against flooding and absorb stormwater. The program considers public health challenges by providing access to greenspaces, and repurposes vacant and abandoned lots into flood lots, home lots, side lots, community lots (including urban agriculture and play lots) and natural lots.

Naturally Resilient Communities Siting Guide (2016 to 2017). Managing Principal for this partnership with the Nature Conservancy and others to develop a guide on the use of nature based solutions to address flooding. The guide includes nature-based solutions and case studies of successful nationwide projects to help communities understand and identify possible solutions. Other project partners were the APA, ASCE, Association of Floodplain Managers, ASCE Environmental and Water Resources Institute and the National Association of Counties.

Newport Trees Parks and Open Space Master Plan, Newport, RI (2015 to 2017). Managing Principal for the Newport Open Space Partnership-led initiative to create a comprehensive open space master plan to shape the next era of Newport's outdoor spaces, the first plan created since the Olmsted Brothers plan from 1913. The plan creates a vision for the long-term sustainability and stewardship of the parks, public open spaces and trees in Newport within the city's historic context. The Master Plan reflects the community's long-term vision and will shape Newport's physical infrastructure, economic and cultural climate, health and resilience of spirit for decades to come. Key focuses of the plan were addressing open space inequities in the city, planning for projected sea level rise, supporting economic development, system finances and decision-making.

Climate Ready Boston, Boston, MA (2015 to 2016). Managing Principal and Local Lead for Climate Ready Boston, the city's vulnerability assessment to climate change with an emphasis on sea-level rise, extreme precipitation and extreme temperature. The plan includes an implementation road map with resilience strategies including coastal protection, green infrastructure, community awareness programs and zoning, code and policy changes.

COURTNEY E. JONES, PE

Traffic Support

Ms. Jones is a Senior Project Transportation Engineer who supports transportation evaluation and planning projects for public agencies and private clients. Her experience includes conducting traffic impact assessments and access studies, conducting corridor and parking studies, preparing traffic monitoring and functional design reports, conducting intersection improvement studies and preparing conceptual improvement plans. She is proficient in the use of PetraPro, Synchro, SimTraffic, HCS SIDRA, AutoCAD Land Desktop, AutoTurn and TraxPro software.

RELEVANT EXPERIENCE

Traffic Review of Chapel Hill Landing, Town of Medfield, MA. Traffic Engineer for Chapel Hill Landing 40B Development in Medfield, Massachusetts. Tetra Tech provided professional engineering services for the Town of Medfield. Work included providing final review of the proposed Project and providing review comments related to impacts to the well-being and safety of the surrounding areas and the design as it relates to good engineering practice.

One Post Office Square Redevelopment, Boston (2017). Senior Project Engineer for the traffic impact analysis included with the Expanded Project Notification Form (EPNF) filing as part of the City of Boston Article 80 process to support the redevelopment of One Post Office Square, a 41-story office high rise in downtown Boston. Evaluated existing and projected transportation operations, identified measures to provide safe and efficient access and minimize potential project-related traffic impacts on the surrounding area roadway network.

Camp Fire Debris Removal Operations Traffic Plan, Paradise, CA (February 2019 to Present). Senior Project Engineer, assessing the traffic-related impacts of State-operated Camp Fire debris removal operations on local and state roadways in Paradise and neighboring communities, including Chico, Marysville, Oroville and Yuba City. Tetra Tech has been asked to identify truck haul routes to/from six debris disposal sites and potential mitigation measures at key intersections within a 50-mile by 110-mile study area to minimize impacts from the removal of millions of tons of debris.

I-90 Allston Interchange Improvement Project, MassDOT Highway Division, Allston/Brighton, MA (2013 to Present). Senior Project Engineer for the \$800 million I-90/Allston Interchange Improvement Project. Transportation planning has included analysis of approximately 20 intersections, highway ramps and I-90 mainline operations; development and testing of ramp and local street network alternatives; coordination with CTPS modeling efforts; and preparation of a traffic analysis to be included in an Environmental assessment (EA). The extensive traffic analysis has considered multiple options to realign the highway. Current concepts include the design of ten new signalized intersections and five reconstructed signalized intersections. This project will reconfigure the highway to more closely follow the general direction of the Massachusetts Turnpike, thereby improving connections on the Turnpike, increasing safety and accessibility for all modes, and enabling future development of the former rail yard.

EDUCATION

BS, Civil Engineering, University of Massachusetts, Lowell, Magna cum Laude, 2006

AREA OF EXPERTISE

Traffic

REGISTRATIONS/ AFFILIATIONS

Licensed Professional Engineer: Massachusetts #51175 (2014)

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

Nine

YEARS WITHIN FIRM

Four

Responsibilities include developing existing and future year intersection volumes based on CTPS modeling efforts and conducting capacity analyses using Synchro and SimTraffic software at all existing and proposed study intersections to evaluate proposed concepts.

Merrimack Valley Regional Transit Authority Intermodal Parking Facility, Desman Associates, Newburyport, MA (2014 to Present). Project Engineer for a traffic study as part of the design for an intermodal parking facility in historic downtown Newburyport. The new facility will provide amenities for transit passengers, bus berths, structured parking and include options for ground floor retail space to be leased to private businesses.

Proposed Medical Offices, Foxrock Properties, LLC, Weymouth, MA (2014 to Present). Project Engineer for a Traffic Impact and Access Study as part of local permitting for a master plan at three separate parcels along Libbey Industrial Parkway and Performance Drive in Weymouth, MA. Once completed the proposed development will total approximately 226,000 sf of medical office space.

Proposed Site Redevelopment, Normandy Real Estate Partners, Needham, MA. Project Engineer for for the traffic component of a Supplemental Draft Environmental Impact Report for Center 128 within Needham Crossing in Needham, MA to reflect a new and expanded site plan. As currently proposed, the project includes 740,000 sf office space and a 128-room hotel at Center 128 West (already constructed), and 420,429 sf of office space, 19,000 sf of retail space and a 128-room hotel at Center 128 East, and 390 apartment units at on 2nd Avenue.

Genzyme Master Plan, Framingham, MA (2014 to Present). Project Engineer for the updated traffic analysis as part of the documentation required to comply with the Massachusetts Environmental Policy Act (MEPA) for the potential expansion at Genzyme's Framingham Campus.

Traffic Impact and Access Study, The Pointe at Hills Farm, Shrewsbury (2014 to Present). Project Engineer for a traffic impact and access study for a proposed 280-unit apartment development at two parcels along Route 20 at Stoney Hill Road in Shrewsbury. Responsibilities include developing future year traffic volume conditions, conducting crash analyses, and conducting capacity analyses using Synchro software in accordance with current MassDOT guidelines.

Prior to joining Tetra Tech, Ms. Jones worked as a Transportation Engineer at MDM Transportation Consultants, Inc. for six years. While there she worked on the following projects:

Traffic Impact and Access Study, Lakeway Commons, Shrewsbury (2014). Senior Project Engineer for a traffic impact and access study for a proposed 350,000± sf mixed-use development including 100,000 sf of retail, a 50,000 ksf grocery store, 250 apartments and 13 townhomes along Route 9 in Shrewsbury. The project involved the redevelopment of the former Spag's/Building #19 property near the Route 9/Harrington Avenue intersection and involved local (Town) and state (Massachusetts Environmental Policy Act) submittals. Planned access improvements for the site were subject to MassDOT review and approval. Responsibilities included collecting speed data, daily and peak period traffic counts, developing existing and future year traffic volume conditions, conducting crash analyses, determining trip generation and distribution estimates for historical and proposed use of the site and conducting capacity analyses using Synchro and SimTraffic software in accordance with current MassDOT guidelines. Additional responsibility included evaluating project-related traffic impacts and evaluating mitigation alternatives including conducting a traffic signal warrants analysis for the Route 9/Proposed Site Driveway intersection.

Summer Street Corridor Study, Weston (2013). Project Engineer for a traffic evaluation of the Summer Street corridor as it relates to potential mitigation of the Boston Properties/Mass Broken Stone site on behalf of the Town of Weston. The focus of the corridor study was to evaluate current operating and safety characteristics of Summer Street between Route 20 and River Road which runs parallel to I-95 and identify potential improvement measures including traffic calming initiatives. Responsibilities included review of existing daily and peak period traffic volumes, speed data and conducting a crash analysis of the corridor and the Summer Street intersections with Route 20 and River Road including the preparation of collision diagrams based on Weston Police Department crash records.

SARA E. KREISEL, PWS

GIS

Ms. Kreisel is an environmental scientist and GIS specialist with experience in environmental permitting, wetland delineations, mitigation and functional assessments, streambank stabilization and erosion and sedimentation control methodologies. She has prepared permits for the Federal Energy Regulatory Commission, (FERC), US Army Corps of Engineers (USACE), US Fish and Wildlife Service (USFWS), and state and local permitting agencies in MA, CT, RI, NH, NY, PA, DE, MD, OH, WV, MS, and LA. Ms. Kreisel is also familiar with geographic information systems (GIS).

RELEVANT EXPERIENCE

I-90 Allston Interchange Project, MassDOT Highway Division, Allston, MA (2016 to Present). Environmental Specialist responsible for GIS mapping and Massachusetts Environmental Policy Act (MEPA) reporting for the \$400M I-90/Allston Interchange Improvement. Tetra Tech is providing conceptual development, traffic analysis, environmental documentation and permitting, and highway and bridge design services. Participating in a series of stakeholder task force meetings to engage project area residents, advocacy groups and public officials in the concept development process.

I-495 and I-90 Interchange Project, HNTB/MassDOT, Hopkinton, Westborough, Southborough, MA (2016 to Present). Environmental Specialist responsible for GIS and MEPA reporting. Tetra Tech is supporting the preparation of MEPA and NEPA environmental documentation including EIRs and EAs.

On-Call Engineering and Design Review Services, MassDOT (2017 to Present). Assists MassDOT in-house with various GIS and project review needs. A significant portion of this time is spent reviewing upcoming projects for compliance with USFWS 4(d) rules and guidance for northern long-eared bats (NLEB) and rusty patched bumblebee (RPBB) and preparing documentation thereof. She also participates in formulating proposed surveys for those species which includes a considerable GIS mapping effort for proposing the work and mapping out the results. She also supports rare species document management for MassDOT.

Detailed Feasibility Studies: Transmission Projects, Millennium Challenge Corporation (MCC), Nepal (September 2016 to January 2017). Assisted with GIS mapping as a part of preparation of a Resettlement Policy Framework (RPF) addressing the impacts from seven specific transmission line projects spread across Nepal – encompassing 10 transmission lines extending approximately 600 kilometers, 8 new substations and associated access roads.

EDUCATION

M.S. Biology, The College of William & Mary; Williamsburg, VA, August 2010

B.A. Biology, Minor in Environmental Science, Lafayette College, May 2007

AREA OF EXPERTISE

Environmental/GIS

REGISTRATIONS/ AFFILIATIONS

Society of Wetland Scientists, Professional Wetland Scientist, No. 2954

Society for Wetland Scientists (SWS)

Society of Professional Wetland Scientists (PWS)

Association of Massachusetts Wetland Scientists (AMWS)

Professional Association of Diving Instructors (PADI)

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

Eight

YEARS WITHIN FIRM

Three

Prior to joining Tetra Tech, Ms. Kreisel worked on the following projects:

NiSource / Columbia Gas Pipeline– Various Feasibility Projects, Kentucky, Maryland, OH, Pennsylvania, Virginia and West Virginia. Environmental Project Scientist responsible for environmental Decision Support Packages for over 60 projects. Research required the preparation and identification of environmental project constraints such as identification of special identification of special use areas, and GIS analysis of water resources and land use, rare species, and permit considerations that might hinder Project construction. The projects consisted of the abandonment, replacement, looping, and coating of over 500 miles of bare steel natural gas pipeline with proposed new steel and plastic pipe, from 4-inches to 24-inches in diameter, across a variety of landscapes.

Additional Feasibility Projects for Other Clients, Texas, Louisiana, Tennessee, Alabama, Mississippi, Arkansas. Environmental Project Scientist responsible for due diligence feasibility reports for environmental Decision Support Packages (DSPs) for 16 projects. Research required the preparation of identification of environmental constraints and GIS analysis of water resources and land use. The projects consist of the replacement, looping and coating of over 400 miles of bare steel natural gas pipeline with new steel and plastic pipe, from 4-inches to 20-inches in diameter, across a variety of landscapes.

EDWARD T. HUTCHINSON, PWS

Wetlands

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

RELEVANT EXPERIENCE

Power Plant Facility Expansion, Tenaska, Ludlow, MA (2015 to 2016). Performed due diligence and conducted wetland reconnaissance surveys for a power plant facility expansion, one-mile power line upgrade, and gas line routing alternatives for a feasibility study in support of power plant facility expansion. Extensive coordination with client's environmental team in support of project alternatives to avoid impacts.

Town of Norfolk/ 144 Seekonk St, Wetlands, Stormwater Peer Review (2017 to Present). Wetlands Scientist reviewing the Enclave and 144 Seekonk Street for the Conservation Commission for compliance with local, federal and state wetlands and stormwater regulations.

Solar Array Projects, Soltage, LLC, Various Sites, Eastern MA (2015 to Present). Senior Project Scientist for various solar array projects located on capped landfills in eastern Massachusetts. Conducted wetland delineations and performed due diligence to determine state and local wetland permitting effort and prepared applicable local, state and federal permit applications.

Mystic Valley Development Commission, Preotle, Lane & Associates, Department of Conservation and Recreation (DCR), Wellington Greenway Project, Medford/Malden, MA (2012). Senior Project Scientist on Phases 1-4 of the Wellington Greenway Project. Submitted a Request for Determination of Applicability and a Notice of Intent for the multi-use pathway, which will provide an intermodal connection between the MBTA's Wellington Orange Line Station and businesses along the Malden and Mystic Rivers, as well as enhance recreational connections to the DCR's Mystic River Reservation. Work included the preparation of local wetlands and Chapter 91 permitting applications and a license application from the MBTA to allow for the construction of the improvements on MBTA property.

Greenbush Commuter Rail Design/Build Project, Massachusetts Bay Transportation Authority (MBTA), South Shore, MA (2002 to 2010). Senior Project Scientist on the 18.5-mile rail design/build project. Responsible for groundwater monitoring for wetland mitigation sites, and prepared Wetlands Protection Act filings (Notices of Intent/Requests for Determination of Applicability) for off-site intersection improvements in Braintree, Cohasset, Hingham, Scituate and Weymouth, Massachusetts.

EDUCATION

MS, Natural Resources, The Ohio State University, 1997

BA, Zoology, University of Vermont, 1987

Elements of Land Surveying, Wetland Plant Communities, Cape Cod Community College, 1989, 1990

AREA OF EXPERTISE

Environmental

REGISTRATIONS/ AFFILIATIONS

Certified Professional Wetland Scientist (PWS) No. 001138, 1998

Society of Wetland Scientists

Association of Massachusetts Wetland Scientists

TRAINING/CERTIFICATIONS

OSHA 40-Hour Health & Safety Training for Hazardous Waste Operations

OSHA 8-Hour Health & Safety Supervisor Training for Hazardous Waste Operations

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

30

YEARS WITHIN FIRM

18

River's Edge Mixed Use Development, Preotle, Lane & Associates, Ltd, Medford, MA (2000 to Present). Project Environmental Scientist providing permitting services for Phase 1 of the River's Edge Project which consists of 220 units of residential housing and 441,600 sf of new office/research and development space in three buildings on about 30 acres. This project included the creation of 7.6 acres of public parkland and the restoration and creation of 1.7 acres of wetlands along the Malden River. Secured state approvals for the project from the MA DEP Wetlands and Waterways Divisions, MEPA and the MWRA. Secured Chapter 91 Waterways License approval for the office building, wetland mitigation, public park and barge removal. An Individual Water Quality Certification was also obtained from the DEP Wetlands Division for the wetland fill and wetland mitigation plan. Prepared and filed MEPA documentation including the ENF, EIR and numerous Notices of Project Change. Federal permits for the Project included Army Corp of Engineers (ACOE) Individual Permits for the wetland fill, mitigation design and the removal of an abandoned barge located within the Federal Channel of the Malden River. Barge removal, and all work within the Federal Channel of the river, was closely coordinated with the ACOE Navigation Division.

Design for Route 18 Corridor Widening, MassDOT Highway Division, Abington and Weymouth, MA (2006 to Present). Project Environmental Scientist preparing NEPA EA and MEPA EIR for major improvements to a five-mile section of Route 18, a north-south corridor from Route 3 in Weymouth to Route 139 in Abington, with access to the former South Weymouth Naval Air Station. Responsible for environmental updates and wetland delineations along Route 18. The project involves the widening of a two-lane, five-mile corridor, with the addition of a lane in each direction. Significant issues included traffic, drainage and wetlands. The project required a variance from the Wetlands Regulations. An off-site wetlands mitigation site was developed due to the inability to mitigate wetlands impacts within the project limits. Approvals have been obtained from the Army Corps of Engineers and the Massachusetts Department of Environmental Protection.

Walter Hannon Parkway, City of Quincy, MA (2005 to 2012). Project Environmental Scientist for the environmental permitting of roadway improvements in support of the city's efforts to revitalize the downtown by improving multimodal access and creating more inviting urban spaces to enhance the quality of life for residents, workers and visitors. Also responsible for wetland identification and delineation and wetland permit applications.

American Legion Building Demolition, City of Quincy, MA (2012 to 2013). Responsible for wetland resource area identification in accordance with the Massachusetts Wetlands Protection Act and the Quincy Wetlands Protection Ordinance, and preparation of the Notice of Intent for submittal to the City of Quincy Conservation Commission. This work supported the demolition of the American Legion building at 27 Revere Road.

Historic Parkways Initiative/Memorial Drive Rehabilitation, DCR, Cambridge, MA (2002 to 2003). Project Environmental Scientist for the reconstruction of a two-mile segment of Memorial Drive under the DCR Master Plan for the historic Charles River Basin. Prepared the NOI for submittal to the City of Cambridge Conservation Commission and the Chapter 91 Minor Project Modification submittal to the DEP Division of Wetlands and Waterways. The first phase of work was permitted and designed in five months.

I-93 and Route 110/Route 113 Interchange Reconstruction Project, MassDOT Highway Division, Methuen, MA (2008 to 2018). Project Environmental Scientist for the preparation of a combined National Environmental Policy Act (NEPA) Environmental Assessment (EA) and Massachusetts Environmental Policy Act (MEPA) Environmental Impact Report (EIR) for improvements to Route 110/113 interchange with I-93, on the Merrimack River. Significant issues included congestion on the I-93 mainline and local streets, and noise, air quality and wetlands impacts. The project required a variance from the Wetlands Regulations and is the first highway project to be scoped by MEPA for a Greenhouse Gas (GHG) analysis. Due to the inability to mitigate wetlands within the project limits, an off-site wetlands mitigation site was developed. Approvals were obtained from the US Army Corps of Engineers and Department of Environmental Protection.

RICHARD H. MANDL, JR. PE, LEED AP

Building Systems

Mr. Mandl has been lead mechanical engineer on more than 100 projects at Tetra Tech, including multiple complex renovation and new construction projects for numerous educational and federal government clients. Rick plays an integral role in project development by performing evaluations of existing mechanical systems, field inspections and facility evaluations including detailed energy audits, and providing recommendations with associated cost estimates. Rick has strong interest and experience in the creation of innovative and energy efficient mechanical systems that substantially reduce operating expenses. His experience includes cogeneration, thermal storage, displacement ventilation, energy recovery, IAQ analysis, variable speed controls, radiant heating, condensing boilers, and a host of more traditional system designs.

RELEVANT EXPERIENCE

Paratransit Operations Facility, MetroWest Transportation Authority, Framingham, MA. Lead Mechanical Engineer for the redevelopment of a vacant, historic building into a centralized paratransit, maintenance, operations and call center facility on Blandin Avenue in Framingham. Assisted with conceptual development and prepared the design of mechanical systems. During concept development, the MWRTA sought to incorporate energy conservation and sustainable green design opportunities. As a result, the facility design includes rainwater harvesting solar collectors and a new municipal Compressed Natural Gas (CNG) vehicle filling station.

South Shore YMCA, Wastewater Treatment Facility, Hanover, MA (2010 to 2013). Mechanical and plumbing lead for the new wastewater treatment plant building needed for expansion of the Mill Pond Branch. Provided concept design, led the M&P engineering team, performed QA and provided submittal review. The steel frame treatment building was custom designed to house the 25,000-gallon-per-day processing equipment. Tetra Tech's multidiscipline design team was responsible for building design, processing design, equipment specifications, permitting and construction administration.

Title 1A Services for Renovation of Building 1240 Family Support Center, Hanscom Air Force Base, Bedford, MA (2008 to 2009). Led mechanical design and performed QA for a project to renovate a vacant 15,800-sf building on the Hanscom AFB into a Family Support Center. Tetra Tech was required to assess the condition of the architectural, structural, civil and building systems, and develop programming designs including layout drawings and rough order of magnitude cost estimates for two alternative uses. The team reviewed mechanical, electrical, plumbing and fire protection systems for code compliance and adequacy to support the planned renovation. Applicable design guides included Unified Facilities Criteria, Air Force Management School, Americans with Disabilities Act, State Building Codes, International Building Code, National Fire Protection Association and International Fire Code regulations.

Existing Mechanical System Evaluations / Facility Assessment Experience. Mr. Mandl has extensive mechanical system evaluation experience, including

EDUCATION

B.S., Energy Systems Engineering; Cornell University

Graduate Research, Civil, Solar, and Structural Engineering; Cornell University

Three year apprenticeship;

F.E. Schwartz Plumbing, Heating, and Air Conditioning

AREA OF EXPERTISE

Mechanical Engineering

REGISTRATIONS/ AFFILIATIONS

MA Professional Mechanical Engineer License #49395

NYS Professional Engineer License #086738

NH Professional Engineer License #13707

National Council of Examiners for Engineering and Surveying; Model Law Designation Record

LEED® Accredited Professional

American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)

International Solar Energy Society (ISES)

American Solar Energy Society (ASES)

Northeast Sustainable Energy Association (NESEA)

U.S. Green Buildings Council (USGBC)

OFFICE

Ithaca, NY

YEARS OF EXPERIENCE

35

YEARS WITHIN FIRM

22

inspection and evaluation of mechanical exhaust systems. He has conducted mechanical evaluations for over 15 million square feet of facilities in both New York State and Massachusetts. His experience includes the inspection and evaluation for code compliance, operating functionality, condition assessment, installation discrepancies from design document requirements, and other deficiencies or issues. He produces reports containing detailed results of the inspections along with recommendations with associated cost estimating for all mechanical systems.

Fayetteville-Manlius Central School District, Fayetteville, NY (2010 to present). Manage Mechanical Engineering and Design for reconstruction projects with overall mechanical system replacement and new bus garage. Includes energy modeling, CFD airflow modeling and casework integrated displacement ventilation system design, phased conversion of aged steam/hydronic heating system into category IV boiler hydronic system, radiant floors, energy recovery and variable speed demand controlled ventilation; Wrote RFP for district wide virtual server energy management and control system (EMCS) conversion with ten year service contract; District-wide facilities evaluations and programming work.

Southside Community Center, Ithaca, NY (2010 to 2011). Provided Mechanical Engineering design and construction phase services. Project scope involved adding air conditioning, improving ventilation, and reducing mechanical noise and humidity in heavily utilized community center.

Renovation Project, Red Hook Central School District, Red Hook, NY (2013 to present). Managed Mechanical Engineering and Design for Elementary School reconstruction project with overall mechanical system replacement. Phased consolidation of two separate older hydronic heating systems into integrated 300HP boiler plant with active O2 trim and low NOx / FGR systems. Includes radiant floors, ventilation upgrades requiring detailed code variance review with SED, variable speed demand controlled ventilation, and major energy management and control system (EMCS) upgrade with negotiated State Contract controls. Additionally provided investigation and remedial design services for HS science lab ventilation imbalance issues.

Renovation Project, Lansing Central School District, Lansing, NY (2014 to present). Managed mechanical engineering and design for technology building renovations project and district wide additions and alterations project. Providing Mechanical Engineering oversight and commissioning services for current project that includes boiler plant replacement and re-piping, integration with geothermal heating and cooling system, and reconstruction design to resolve persistent high energy use and control issues. Provided Quality Assurance review and final commissioning services for previous High School renovations project.

William Floyd Union Free School District, William Floyd, NY (2011 to 2014). Mechanical Engineering and Design for complex additions and renovations projects in multiple facilities, including energy modeling, boiler plant upgrades, absorption chillers, cogeneration, open well geothermal heat pump systems, auditorium / cafeteria / teaching and main cooking kitchen / woodworking and automotive shop construction, cosmetology labs, and classroom wing additions, with district wide web enabled energy management and control system (EMCS); District-wide facilities evaluations and programming work.

Renovations, Rye Neck UFSD, Mamaroneck, NY (2012 to 2014). Managed mechanical engineering for replacement of HVAC systems for media center, science lab suite, auditoria at two schools, gymnasium, and several office spaces. Included two three deck multizone rooftop units, both gas fired heating and tying in to old steam system, and split Dx air conditioning with humidity control throughout.

Additions / Renovations, Penfield Central School District, Penfield, NY (2006 to 2013). Mechanical Engineering and Design additions and renovations projects including natatorium reconstruction, locker room reconstruction, and new support spaces including a Town-shared locker room addition with entry lobby. Project included all new mechanicals including custom energy recovery de-humidification system arranged for maximum latent removal at minimized energy use, VSD space pressurization control, and integration into building heating and cooling system in a way that allows weekend gym complex use without running main building systems and improves utilization of cogeneration system waste heat.

BRADLEY PICARD, EIT

Field/Construction Services

Mr. Picard is a Civil Engineer in the Land Development group at Tetra Tech. He assists in a range of site/civil engineering, land development and improvement projects for public agencies and private clients. Mr. Picard is proficient with AutoCAD Civil 3D, SAP, Web Soil, Mathcad, DEEPSOIL, SHAKE2000, and Microsoft Office.

RELEVANT EXPERIENCE

Construction Services Chapel Hill Landing, Town of Medfield, MA. Construction engineer for Chapel Hill Landing 40B Development in Medfield, Massachusetts. Tetra Tech provided professional engineering services for the Town of Medfield's Chapel Hill Landing. Work included providing final review of the proposed Project and providing review comments related to impacts to the well-being and safety of the surrounding areas and the design as it relates to good engineering practice. Responsibilities included weekly site inspections, during the 2-year construction term.

On-call Design, Peer Review and Inspectional Services, Town of Medway, Medway, MA (2018 to Present). Providing review services on an on-call basis, including plan and analysis review for the Medway Conservation Commission and Planning Board. Responsibilities include site plan review and town regulations review. Additional duties include construction oversight and reporting for multiple on-going construction projects in town including Millstone Village, Medway Greens, and Applegate Farm. Additional to review services and construction oversight we have also been extensively involved with design services with the Medway Department of Public Services.

Statewide Stormwater BMP Inspection Program, MassDOT Highway Division (2018 to Present). Assisting MassDOT with ongoing statewide stormwater BMP inspections using an online web-map to populate inspection forms on the Collector Application for ArcGIS, providing maintenance and repair recommendations for stormwater BMPs found to be in a poor or failing condition, introduction of the program to and training of MassDOT personnel.

Anaerobic Digesters, Vanguard Renewables, Spencer, MA (2018 to Present). Engineer for site design and permitting services at several locations in Massachusetts. Work includes conducting detailed due diligence reviews, preparing conceptual site plans and preparation of permitting strategy for obtaining environmental and zoning approvals for each potential site work on this project entails documenting construction progress on tanks for proposed Anaerobic Digester through weekly site visits.

Stormwater Infrastructure Inspection and Maintenance, Various Clients. Providing on-site stormwater infrastructure inspection and maintenance activities associated with Operation and Maintenance (O&M) Plans for each project site as required by Certificate of Compliance (COC) administered by MassDEP and local Conservation Commissions. Tasks include understanding the complexities of the system and its operation, inspection of each on-site stormwater Best Management Practice (BMP) for physical conditions and for pollutants such as sediment, debris, hydrocarbons, etc.

EDUCATION

BS, Civil Engineering, Merrimack College, 2017

MS, Civil Engineering, Merrimack College, 2018

AREA OF EXPERTISE

Civil

REGISTRATIONS/ AFFILIATIONS

Engineer in Training:

Massachusetts No. 25312 (2017)

American Society of Civil Engineers

TRAINING/CERTIFICATIONS

OSHA 10-Hour

OFFICE

Marlborough, MA

YEARS OF EXPERIENCE

One

YEARS WITHIN FIRM

One

A report is generated documenting each inspection and maintenance is coordinated if required. Annual reports are generated and delivered to local Conservation Commissions as required by the COC in perpetuity for the site.

NPDES MSGP Quarterly Visual Assessments, Genzyme Corporation, Framingham, MA (2018 to Present). Providing on-going coordination, sampling and visual assessments of ten (10) stormwater outfalls associated with NPDES Multi-Sector General Permit for Stormwater Discharges associated with Industrial Activity for Genzyme's Framingham, MA Campus. Tasks include collecting samples from outfalls within 30 minutes of runoff generating storm events in excess of 0.1 inches and providing reports for each outfall documenting visual assessments of each sample for pollutants such as color, odor, clarity, floating/settled/suspended solids and hydrocarbons, etc. which may impact downstream water bodies.

I-495/I-90 Interchange Improvements Project, HNTB/MassDOT Highway Division, Hopkinton, Westborough, Southborough, MA (2018 to Present). Work on this project entails calculating impervious catchment areas to support drainage infrastructure and stormwater Best Management Practice design.

Site Plan Review, Municipal Clients including Blackstone, Westminster, Norfolk, and others (2018 to Present). Supporting the review of proposed site plans and as-built site plans to ensure they comply with town regulations and standards. Additional duties include construction oversight and report for multiple on-going construction projects.

MICHAEL A. PUSTIZZI, PLS

Land Surveying

Michael A. Pustizzi, PLS has been practicing land surveying for over 18 years. Michael obtained his Bachelor of Science degree in civil engineering in 1993 from the University of Massachusetts Lowell. He obtained his S.I.T. certification in 1996 and registration as a professional land surveyor in 2006. Throughout this time period he has mainly held a position as project manager. His skills range from complete field work and field techniques to office calculations and plan preparation. Michael has the knowledge base to use the latest surveying instruments including semi and fully robotic total stations and GPS surveying systems. Michael is also an advanced user of AutoCAD and its related Land Development Desktop. Project experiences include complete cadastral surveys, as-built and existing conditions surveys, title insurance plans and balanced GPS and geodetic surveys. Michael's role in this project may include but not be limited to: scheduling, performing research, calculations, and drafting in preparation of the plan.

RELEVANT EXPERIENCE

Salisbury Beach State Reservation, Salisbury, MA. Topographic and utility survey of a portion of this state park. Included was the preparation of cross sections used in determining coastal bank applicability.

Fort Phoenix Beach State Reservation, Fairhaven, MA. Topographic and utility survey of a portion of this state park. Included was the preparation of cross sections used in determining coastal bank applicability.

Watson Pond State Park, Taunton, MA. Topographic survey of approximately three acres of park and the surrounding area. Tasks included topography and utility investigation.

The Wellington Greenway, Medford, MA. Full existing conditions survey of approximately 5,000 linear feet of shoreline along the Malden and Mystic Rivers for use in design and construction of a walking/biking path. Tasks included ground survey, wetland location, geodetic orientation, utility and boundary line survey.

Fresh Pond Reservation, North East Sector, Cambridge, MA. Full existing conditions survey of the northeast sector of the reservation. Tasks included ground survey, wetland location, geodetic orientation, utility investigation as well as locating over 1,000 individual trees.

Fresh Pond Reservation, Little Fresh Pond, Cambridge, MA. Topographic survey of approximately 2,000 linear feet of shoreline. Tasks included topography adjacent to the water's edge as well as bathymetry for the entire pond.

EDUCATION

BS, Civil Engineering, University of Massachusetts, Lowell, 1993

AREA OF EXPERTISE

Land Surveying

REGISTRATIONS/ AFFILIATIONS

Massachusetts Registered Professional Land Surveyor, No. 46505

PROFICIENCIES

GPS, AutoCAD, Robotic Total Station

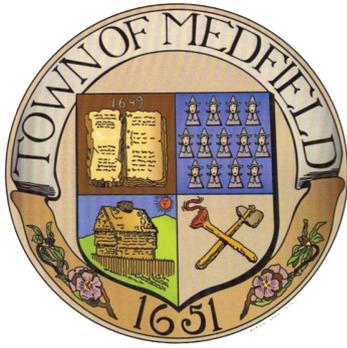
OFFICE

Southborough, MA

YEARS OF EXPERIENCE

22





Appendix C

Sample Review Documents



May 13, 2019
(revised June 10, 2019)

Ms. Barbara J. Saint Andre
Director, Community & Economic Development
Medway Town Hall
155 Village Street
Medway, MA 02053

**Re: 39 Main Street
40B Site Plan Review
Medway, Massachusetts**

Dear Ms. Saint Andre:

Vanasse & Associates, Inc. (VAI) and Legacy Engineering LLC (LEL) have submitted revised documents in response to comments included in our May 13, 2019 letter. The updated submittal included the following materials:

- Letter from LEL dated May 29, 2019 including a Fire Access Exhibit plan (Response Letter).
- Letter from VAI dated May 14, 2019 including a table containing MassDOT crash data (Traffic Response Letter).
- A plan (Plans) set titled "39 Main Street Site Plan of Land", dated October 11, 2018, revised May 29, 2019, prepared by LEL.

The materials were reviewed against comments provided in our previous letter (May 13, 2019) and updated comments are provided below. Text shown in gray represents information contained in previous correspondence while new information is shown in black text.

Comments which have been addressed to our satisfaction and require no additional responses or documentation are noted with the phrase "Comment resolved" and will be removed from subsequent comment letters. Comment numbering will be maintained throughout the review process.

Comments

Site Design

The Site Plans provide a good introduction to the Project and its various components and shows the Project is placed in an appropriate location on the site in upland area. The following specific comments are offered to identify areas where additional information is required, or changes are requested to address questions or support further review.

1. The applicant should provide a survey of the property stamped by a licensed professional surveyor in the state of Massachusetts.

TT 6/10/19 Update: The Response Letter indicates a stamped survey will be provided on the next revision. Comment resolved for the purposes of this phase of review.

2. Retaining walls on western, southeastern and northeastern sides of the site are proposed to be greater than four feet in height and will require structural design. The design should also include provisions for installation of the proposed guardrail.

TT 6/10/19 Update: The Response Letter indicates the structural design of the retaining walls is a construction-stage design consideration, and the contractor will provide designs as required by the Building Code. We recommend the decision include a condition requiring structural designs of proposed retaining walls and guardrails be provided in the final plans and the design be reviewed by the Building Department. Comment resolved for the purposes of this phase of review.

3. A four-foot retaining wall is proposed along the western side of the building adjacent to a sidewalk. We recommend the applicant provide detail of proposed fence or other means of fall protection for pedestrians utilizing the sidewalk in this area.

TT 6/10/19 Update: The Plans have been updated to depict a fence within the detail on sheet C-10. As with comment 2 we request materials of the proposed fence to be provided in the final plans and reviewed by the Building Department. Comment resolved for the purposes of this phase of review.

4. The applicant has proposed a boulevard entrance with two 16-foot lanes used for entrance and exit. NFPA requires 20-foot minimum lane width. We recommend the applicant confirm with Medway Fire chief regarding lane width and ensure Medway Fire Apparatus can navigate through the site and shall provide plans of proposed swept path of emergency vehicle(s) as required by the Fire Chief.

TT 6/10/19 Update: The Response Letter indicates the Fire Department has found the proposed boulevard entrance to be satisfactory. A fire truck turning movement plan is provided, and corner roundings throughout the site were increased to 25' radius to accommodate truck movements. Comment resolved.

5. Proposed snow storage does not appear to be sufficient. Furthermore, snow storage is proposed along the building faces which may cause impacts to proposed light poles, sidewalk and landscaping. We anticipate the need for off-site removal of snow in a majority of snow events.

TT 6/10/19 Update: The Plans have been updated to show a snow storage plan. The Response Letter indicates that the snow storage plan "will be refined further as the landscape plan is modified and will be updated again on a subsequent revision." We recommend the decision include a condition requiring a final snow storage and landscape plan be provided prior to final review. Comment resolved for the purposes of this phase of review.

6. The Plans do not provide detail of proposed dumpsters or refuse loading locations. These locations should be shown on the Plans and should be adequately screened from public view.

TT 6/10/19 Update: The Response Letter indicates no dumpsters are proposed at the site and all refuse will be managed in the building interior. Comment resolved.

7. Gates have not been shown on the Plans at the proposed fire lane to limit access to emergency vehicles only. A detail of the proposed gate(s) should also be shown with provisions for fire department access.

TT 6/10/19 Update: The Plans have been updated to show a single gate 60 feet back from the street, at the request of the Medway Fire Department. Comment resolved.

8. Light spill exists along the northern, western and southern property boundaries. We recommend the applicant provide shielding to all light fixtures to ensure light trespass does not occur on abutting properties.

TT 6/10/19 Update: The Plans have been updated with a revised Lighting Plan. Light spillage is still proposed into Main Street but does not extend into the abutting properties. We recommend the Board make final decision on if the light spillage into Main Street but not on properties across the street will suffice. Comment resolved for the purposes of this phase of review.

9. We recommend wider sidewalks along parking areas to ensure bumper overhang does not impede travel on the sidewalk.

TT 6/10/19 Update: The Plans have been updated with sidewalks increased in width from 5.5' to 6.5' (including the integrated concrete curb). Comment resolved.

10. The proposed landscaping plan does not provide plant schedule. We recommend a schedule be provided to determine type and number of plants proposed. Proposed play area has also been relocated based on the Site Plans and the landscaping should show revised location. Snow storage areas should be included on the landscape plans and commentary on how proposed landscaping will be protected by snow plowing operations in designated areas.

TT 6/10/19 Update: See response to Comment 5. Future discussion related to this comment will be consolidated with Comment 5.

Water

The Site Plans and appurtenant water and sewer projection letter indicate the Project will be served by public water via connection to an 8-inch water main in Main Street. Items provided below should be coordinated with the Town of Medway Water Department (MWD) to determine if the project meets town water standards and whether the development can be adequately served by the municipal water system. The following comments are offered specific to the Project water system and related analysis or lack thereof.

11. The applicant has not provided analysis of the existing water system and whether it can support the proposed development. Documentation should be provided demonstrating adequate supply and pressure is available to serve the Project without compromising service to surrounding properties.

TT 6/10/19 Update: The Response Letter indicates a fire flow test has been conducted and results have been attached. Results show adequate pressure and flows to the site. The applicant has been discussing water system capacity to DPS, and a model has been developed by a town consultant that can assess the impacts of the proposed use. We recommend the applicant provide written confirmation from DPS of the Applicant's proposal to use the existing model of the town's water system and that DPS confirms the site has adequate water access.

12. The applicant has not proposed any hydrants at the site. Additionally, a dedicated fire service to the building has not been proposed. We recommend the Applicant provide confirmation of review of the Plans by Medway Fire Chief and their acceptance of the design.

TT 6/10/19 Update: The Plans have been revised to show two fire hydrants on site, which has been indicated to be sufficient by the Medway Fire Department. Comment resolved.

13. We recommend the applicant provide clarification of proposed water service to the building. One gate valve is provided at the tee fitting to feed both legs of the building. If water is required to be turned off for any reason, the entire building would need to be shut down. Additionally, metering the two connections may be an issue.

TT 6/10/19 Update: The Plans have been revised to show separate lines for domestic and fire water service. Comment resolved.

14. An irrigation well has not been provided on the Plans. Municipal water supply shall not be utilized to irrigate the site.

TT 6/10/19 Update: The Response Letter indicates the precise location and quantity of irrigation wells will not be determined until the construction phase of the project. However, the Plans have been revised to show two potential well locations, as well as a Utility Note stating landscape irrigation using municipal water supply is prohibited. We recommend the decision include a condition requiring proposed irrigation well locations in the final plans. Comment resolved for the purposes of this phase of review.

Sewer

The Site Plans indicate the Project will connect to municipal gravity sewer in Main Street, wastewater from the Site will be conveyed by gravity to the proposed connection located north of the emergency fire lane curb cut. In all items provided below the applicant should coordinate with the Town of Medway Sewer Department (MSD) to determine if the project meets town standard and whether the development can be adequately served by the municipal sewer system. The following comments are offered specific to the Project sewer system and related analysis or lack thereof.

15. The applicant has not provided analysis of the existing sewer system and whether it can support the proposed development. The project is expected to generate a maximum daily flow rate of approximately 35,530 gpd (323 bedrooms @ 110 gpd/bedroom) based on MA Title V design flow rates. Documentation should be provided demonstrating adequate capacity exists within the municipal sewer system downstream of the project connection.

TT 6/10/19 Update: The Response Letter indicates the applicant has been informed by Medway DPS that there are no known sewer capacity issues in this area due to a main interceptor in close proximity to the site. However, we recommend that the applicant provide documentation from DPS stating there are no known downstream issues associated with the sewer system which may be intensified by the proposed development.

16. We recommend the applicant provide pipe flow calculations for proposed sewer. Proposed sewer is sloped at approximately 0.5% throughout the site and calculations should be provided to confirm the pipes will maintain a minimum two feet per second velocity to ensure pipe is actively cleaned and to prevent settlement of solids.

TT 6/10/19 Update: The Response Letter indicates the pipeline slope exceeds minimum recommended slopes for a pipeline of this size. Comment Resolved.

17. Information should be provided documenting the anticipated connection fees and describing any proposed inflow/infiltration (I/I) mitigation measures or related fees to be paid by the Project.

TT 6/10/19 Update: The Response Letter indicates all financial obligations and fee payments have already been established by the development agreement between the Town and the Applicant. Comment resolved.

Traffic

The November 2018 TIA generally conforms with standard professional practices in the Commonwealth of Massachusetts for the preparation of traffic impact studies for projects of the size and nature of the proposed residential development. However, Tetra Tech recommends that the Applicant provide additional information identified below to provide a comprehensive review of the project's traffic-related impacts.

18. The TIA states that the study area generally includes sufficient roadway widths to support shared bicycle-vehicle travel. However, the shoulders along Main Street narrow at some points reducing the available travel widths. Tetra Tech recommends that the Applicant review the feasibility of providing continuous bicycle accommodations through the study area.

TT 6/10/19 Update: The Traffic Response Letter indicates the Applicant will incorporate requisite signage and pavement markings in the final design as a condition of approval to provide continuous bicycle accommodations along Main Street within the study area. Comment resolved for the purposes of this phase of review.

19. The TIA identifies an existing commuter rail shuttle operated by the Greater Attleboro Taunton Regional Transit Authority (GATRA) that provides service among Medway Middle School, the Medway Post Office and the Norfolk Commuter Rail Station operated by the Massachusetts Bay Transportation Authority (MBTA) during peak commuting periods. Tetra Tech recommends that the Applicant work with GATRA to discuss the feasibility of extending the shuttle service to the site to reduce the number of vehicle trips in and out of the site.

TT 6/10/19 Update: The Traffic Response Letter indicates that as a condition of approval the Applicant will coordinate a meeting with the Town and GATRA to discuss the feasibility of expanding bus service within the Town to serve the Project and other area residential communities and businesses. We recommend the decision for the project include condition of approval related to this item. Comment resolved for the purposes of this phase of review.

20. The crash analysis has generally been prepared in accordance with industry standards and includes an evaluation of data from the MassDOT crash database for the study intersections for the five-year period between 2012 and 2016. However, the MassDOT crash data was not provided in the Appendix. It is recommended that the Applicant provide the crash data to Tetra Tech for review.

TT 6/10/19 Update: VAI has provided the MassDOT crash data requested. TT has reviewed the crash data and analysis for 2012 – 2016 provided and finds that it has generally been prepared in accordance with industry standard. Additionally, TT is aware of bicyclist fatality at the Main Street/Richard Road intersection in 2006 as reported by MassDOT. As identified in the Applicant's response to Comment 18, the Applicant is willing to implement bicycle accommodations, as appropriate, along Route 109 between Holliston Street and Coffee Street. Comment resolved for the purposes of this phase of review.

21. The Applicant has proposed to facilitate the completion of a Road Safety Audit (RSA) at the Main Street/Medway Commons/Walgreens driveway to identify potential safety improvements. The Applicant's commitment to the preparation of the RSA should be more specific. Tetra Tech recommends that the Applicant either prepare the RSA or fund the completion of the RSA.

TT 6/10/19 Update: The Traffic Response Letter indicates that as a condition of approval the Applicant will retain the services of an independent Traffic Engineer with experience in performing

RSA to conduct an RSA at the Main Street/Medway Commons/Walgreens driveway to identify potential safety improvements. Comment resolved for the purposes of this phase of review.

22. Traffic generated by the project was based on trip rates published in ITE's Trip Generation for Land Use Code (LUC) 221 – Multifamily Housing (Mid-Rise) applied to 190 units. The site program evaluated in the TIA is expected to generate approximately 1,034 daily trips on a weekday (64 vph during the morning peak hour and 82 vph during the evening peak hour). Tetra Tech generally agrees with the trip generation methodology but notes discrepancies in the calculation (Tetra Tech calculated 68 trips during the morning peak hour and 84 trips during the evening peak hour). However, these discrepancies are minor and not expected to materially change the project's impacts identified in the TIA.

TT 6/10/19 Update: Calculation methodologies have been confirmed by both engineers and the methodologies used are sufficient for the proposed analysis. Comment resolved.

23. The TIA utilized HCM 2000 methodology for the signalized intersections and HCM2010 methodology for the unsignalized intersections using Synchro version 10 software. Tetra Tech generally agrees with the methodology used in the TIA but notes some discrepancies with some of the data inputs used in the analysis (i.e., lost time adjustments). However, given that the Main Street/Holliston Street is currently being improved by MassDOT and that the Applicant has already offered to facilitate the RSA for the Main Street/Medway Commons intersection, Tetra Tech does not believe it would be beneficial to update the capacity analyses.

TT 6/10/19 Update: Comment resolved.

24. The main site driveway location analyzed in the November 2018 TIA was located approximately 100 feet west of Lee Lane. Based on the March 26, 2019 site plans, the driveway location is now proposed approximately 200 feet west of Lee Lane. It is recommended that the Applicant provide updated stopping sight distance (SSD) and intersection distance analyses (ISD) including the preparation of sight distance plans and profiles SSD and ISD for the main site driveway to ensure that adequate sight distance can be provided. The Applicant should provide the updated SSD and ISD calculations accounting for roadway grades. If minimum AASHTO SSD and ISD criteria are not satisfied, mitigation should be proposed, where possible, to enhance sight lines.

TT 6/10/19 Update: The Traffic Response Letter indicates that lines of sight along Main Street approaching the Project site driveway (SSD) and for a motorist exiting the Project site driveway and looking to the left and right along Main Street (ISD) exceed 600-feet, which exceeds the recommended minimum lines of sight for safe and efficient operation of the driveway based on an approach speed of 45 miles per hour (mph) along Main Street, which is slightly above the measured 85th percentile vehicle travel speed that was reported in the November 2018 TIA (41 mph) and is 10 mph above the posted speed limit (35 mph). Comment resolved.

25. The March 26, 2019 plan set indicates a total proposed parking supply of 304 spaces which exceeds the Town zoning requirement of 1.5 spaces per unit.

TT 6/10/19 Update: Comment resolved.

26. The TIA recommends that the access ways serving the site be at least 24-feet wide for two-way traffic flow and 20-feet wide for one-way traffic flow/fire lanes consistent with NFPA®1. Tetra Tech notes that the March 26, 2019 site plans do not meet these criteria. Tetra Tech recommends that the

Applicant review the proposed grades of the driveways serving the site and conduct an AutoTurn analysis of the site layout to ensure that the largest emergency vehicle used by the Medway Fire Department can adequately maneuver in and around the site. The Applicant should also review the proposed site plan with the Medway Fire Department to ensure they are satisfied with the proposed site access and circulation.

TT 6/10/19 Update: The Traffic Response Letter indicates that the access roadways serving the Project site were designed and located in consultation with the Medway Fire Department. Comment resolved.

27. The Applicant shows a proposed bus stop along the southerly side of Main Street approximately 100 feet west of Lee Lane. Tetra Tech agrees with the provision of a designated bus stop but recommends that the Applicant confirm the bus stop location with the Medway School Department.

TT 6/10/19 Update: The Traffic Response Letter indicates that the *Applicant will consult with the Medway School Department prior to the issuance of a Certificate of Occupancy for the Project and as a condition of the Comprehensive Permit regarding the final location of the proposed bus stop along Main Street.* Comment resolved for the purposes of this phase of review.

28. The Applicant should specify how the proposed easterly driveway (labeled in the March 26, 2019 site plans as "Fire Lane") will be restricted to emergency vehicle use only to ensure that non-emergency vehicles will not use this driveway. Proper signage, pavement markings and infrastructure (i.e., removable bollards) should be considered.

TT 6/10/19 Update: The proposed fire lane will be gated as shown on the revised Plans and the work has been coordinated with the Medway Fire Chief. Comment resolved.

29. The Applicant should consider installing Stop bars and Stop signs along the parking lot approaches to the main site driveway (on-site internal intersection) in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

TT 6/10/19 Update: Stop signs and lines have been added to the revised Plans. Comment resolved.

30. The TIA recommends that marked crosswalks with the Americans with Disabilities Act (ADA) compliant wheelchair ramps be provided at all pedestrian crossings. Tetra Tech agrees with this recommendation and recommends that the Applicant review any areas where on-site roadway grades, including the site driveways, consist of grades that exceed ADA standards. If so, the Applicant should discuss the feasibility of providing ADA-compliant sidewalks or alternative travel paths that satisfy ADA standards.

TT 6/10/19 Update: The Traffic Response Letter indicates that the sidewalks and wheelchair ramps within the Project site will be designed to meet ADA standards. Comment resolved.

31. The TIA recommends that a central mailing system be provided. Should a central mailing system be implemented outside of the proposed residential building, Tetra Tech recommends that the Applicant consider providing designated parking for mail delivery vehicles and motorists picking up/dropping off mail.

TT 6/10/19 Update: The Traffic Response Letter indicates that a central mailing system will be integrated into the lobby area of the proposed building. Comment resolved.

32. Tetra Tech recommends that the Applicant implement a rectangular rapid flashing beacon (RRFB) at the proposed crosswalk across Main Street to enhance pedestrian safety at this location by providing greater warning for motorists along Main Street of the midblock crosswalk.

TT 6/10/19 Update: The Traffic Response Letter indicates that the Applicant will install a RRFB at the proposed crosswalk across Main Street subject to receipt of all necessary rights, permits and approvals. Comment Resolved.

In summary, the TIA generally conforms to industry standards. However, the Applicant should provide additional information on the items identified in this letter to provide a comprehensive review of the project's traffic-related impacts.

General Comments

33. We do not recommend using cement concrete curb as it is prone to damage by snow plows and generally wears down at a higher rate than bituminous Cape Cod berm or vertical granite curb due to use of salt, harsh winters and freeze/thaw cycles.

TT 6/10/19 Update: The Response Letter indicates the Applicant would be amenable to replacing concrete curb that is not part of the integrated sidewalk with a cape cod berm. We recommend the decision for the project include condition of approval related to this item. Comment resolved for the purposes of this phase of review.

34. Project is located within jurisdiction to the Massachusetts Wetlands protection Act and will require a Notice of Intent (NOI) be filed for review.

TT 6/10/19 Update: Comment resolved.

These comments are offered as guides for use during the Town's review and additional comments are likely to be generated during the course of review. The applicant shall be advised that any absence of comment shall not relieve him/her of the responsibility to comply with all applicable local, state and federal regulations for the Project. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

Very truly yours,



Steven M. Bouley, P.E.
Senior Project Engineer (Site/Civil)
Site/Civil



Courtney E. Jones, P.E.
Senior Project Engineer (Traffic)
Traffic

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September 26, 2018

Mr. Stephen Wallace
Westminster Town Planner
11 South Street (Town Hall)
Westminster, MA 01473

**Re: Livermore Hill Road Solar Array
Site Plan Review
28 Livermore Hill Road
Westminster, Massachusetts**

Dear Mr. Wallace:

Tetra Tech (TT) has performed a review of the proposed Site Plan for the above-mentioned Project at the request of the Town of Westminster Planning Board (WPB). The proposed Project is located at 28 Livermore Hill Road in Westminster, MA. Proposed Project includes installation of an approximately 6.4-megawatt (MW) DC ground mounted solar photovoltaic system (16,740 panels), a 2.3 MW energy storage system, and appurtenant infrastructure within a developed area of approximately 24 acres of existing woodland. Drain infrastructure will be installed to mitigate peak runoff associated with the installation of the proposed solar array.

TT is in receipt of the following materials:

- A plan (Plans) set titled "28 Livermore Hill Road, Westminster MA, 6,423.3 kW DC STC Rated Solar Electric System", dated August 28, 2018 prepared by Borrego Solar (BS).
- A stormwater memo dated August 21, 2018 prepared by BS.
- A pre-development HydroCAD analysis dated August 28, 2018 prepared by BS.
- A post-development HydroCAD analysis dated August 28, 2018 prepared by BS.
- An application for site plan approval dated August 28, 2018 prepared by BS.

The Plans and stormwater memo were reviewed for conformance with Westminster Planning Board Rules and Regulations for Site Plan Approval adopted September 2005 (Regulations), MA DEP Stormwater Management Standards (Standards), Town of Westminster Stormwater Standards and good engineering practice.

The following items were found to be inconsistent with current WPB Site Plan Review Regulations. Reference to applicable regulation requirement is given in parentheses following each comment.

- 1) The Plans submitted by the applicant are drawn at a 1" = 80' scale, as opposed to 1" = 40' required by the Regulations. However, due to the size of the project, the drawing scale used is sufficient. (SPA Section 2.1)
- 2) Property owner is not the applicant, therefore a statement of consent from the property owner should be included with the application. (SPA Section 2.1.1)
- 3) Name of abutter on the northeast side of the property adjacent to Pheasant Run is not specified. (SPA Section 2.1.1)
- 4) The dimensions of the lot (metes and bounds) and the frontage are not provided on the Plans. (SPA Section 2.1.3)
- 5) A landscape plan has not been supplied by the applicant. (SPA Section 2.1.5)

- 6) A signage plan has not been supplied by the applicant. (SPA Section 2.1.6)
- 7) The locus plan is provided without a scale. A 1" = 200' scale is required by the Regulations. (SPA Section 2.1.9)
- 8) A table of information showing how the plan conforms to the Zoning Bylaw is not provided. (SPA Section 2.1.9)
- 9) The location of zoning districts, and overlay districts are not provided on the locus of the plan. (SPA Section 2.1.10)
- 10) The applicant has not supplied an Evaluation of Impact on Landscape. (SPA Section 2.1.13)
- 11) The applicant has not supplied an Evaluation of Traffic Impacts. (SPA Section 2.1.14)
- 12) We recommend the applicant provide sight triangles at the Project entrance location to determine if proper sight distances are provided for exiting vehicles. (SPA Section 3.2.1)
- 13) The applicant has not supplied a hazardous materials plan describing any hazardous materials used in the project. Particularly, how these materials may affect surrounding area in the event of a fire or other emergency. (SPA Section 3.10)

The following items were found to not be in conformance with MA DEP Storm Water Management Standards and/or Town stormwater standards.

MA DEP Stormwater Management Standards

- 14) It appears runoff from the northern portion of the property is flowing unmitigated to the Wyman property. We recommend the applicant provide analysis that the change in cover in this area will not affect abutting properties. This site will have high runoff potential due to soil types and protection of adjacent abutters is warranted. (Standard 2)
- 15) The applicant has not supplied a Long-Term Operation & Maintenance (O&M) Plan for inspection and maintenance of proposed BMPs and general site maintenance related to solar operations. (Standard 9)

Town Stormwater Regulations (Ch. 231 §231-18.D)

- 16) Landscaping and planting of the proposed stormwater basins is required to minimize its visual impacts to abutting properties. (§231-18.D.1.c)
- 17) Means for appropriate access to stormwater basins, specifically the basin located on the southwest portion of the property, should be provided for maintenance. (§231-18.D.3)

General Stormwater Comments

- 18) The applicant has not supplied a detail of the proposed detention basins.
- 19) HydroCAD shows a 12" outlet in each basin but they are not shown on the Plans. The Plans and HydroCAD must be consistent to ensure the conditions analyzed are constructed. Furthermore, a level spreader should be provided at the outlet to ensure channelized flow does not impact downstream abutters.
- 20) Velocities in proposed swales should be provided to determine if protection is required to prevent erosion in the swale. Furthermore, swales should be graded to determine if they are feasibly constructed as designed.

- 21) The study area and the subcatchments used in the HydroCAD analysis are not identified on the plans or within the stormwater memo. The applicant should provide drainage figures for ease of review.
- 22) We recommend basins be designed with one-foot of freeboard above the 100-year storm event to account for design inconsistencies.
- 23) Warning message for Reach 7R should be rectified.

The following is a list of general items that TT recommends the applicant take into consideration prior to the next submission:

- 24) Erosion control lines should follow along contours and not cross them. Erosion controls will channelize flow if located across contours and cause erosion along the line, defeating their purpose.
- 25) The proposed project will require a NPDES CGP and associated SWPPP. Areas used for post-construction stormwater mitigation should not be used during construction to maintain construction-term stormwater runoff from the site.
- 26) The applicant should confirm the proposed design with the Westminster Fire Chief to confirm access to solar panels along Wetland A in case of an emergency.

These comments are offered as guides for use during the Town's review and additional comments are likely to be generated during the course of review. If you have any questions or comments, please feel free to contact us at (508) 786-2200.

Very truly yours,



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



Bradley M. Picard, E.I.T.
Civil Engineer

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February 28, 2018

Norfolk Zoning Board of Appeals
Mr. Christopher Wider, Chairman
1 Liberty Lane
Norfolk, MA 02056

**Re: 40B – Civil Peer Review
The Enclave at Norfolk
Village Green
Norfolk, Massachusetts**

Dear Chairman Kulesza:

The following letter includes comments generated during the course of our review of applicant submittal materials and related project materials for the above-referenced project (Project). The following is a list of specific documents reviewed:

- *Preliminary Plan for Comprehensive Permit proposed “The Enclave at Norfolk” (Rev. 7)* by Bohler Engineering dated February 9, 2018 (Rev. 7) hereinafter referred to as “Project Plans”.
- *Stormwater Drainage Analysis for Proposed The Enclave at Norfolk* by Bohler Engineering dated June 13, 2017 (Revised January 29, 2018) hereinafter referred to as “Drainage Analysis”.
- *Stormwater Controls Maintenance & Long-Term Pollution Prevention Plan for The Enclave at Norfolk* by Bohler Engineering dated November 22, 2017 (Revised January 29, 2018) hereinafter referred to as “Stormwater O&M Plan”.
- *BETA Comment Letter to Norfolk Conservation Commission re: Norfolk, MA – The Enclave at Norfolk Comprehensive Permit NOI and Stormwater Peer Review Update* dated February 9, 2018 hereinafter referred to as “BETA NOI Comment Letter”.
- *BETA Comment Letter to Zoning Board of Appeals re: Norfolk, MA – The Enclave, Traffic Peer Review* dated February 22, 2018 hereinafter referred to as “BETA Traffic Comment Letter”.
- *Memo from Norfolk Fire Chief Cole Bushnell* dated February 15, 2018 regarding the The Enclave at Norfolk hereinafter referred to as “Fire Chief Comments”

Comments

In general, the materials submitted were professionally done, well organized and easily readable and included most of the information needed to support the ZBA’s review. It is important to note the Project Plans and Stormwater Analysis have undergone review by the Norfolk Conservation Commission which included technical review by BETA Group, Inc. on behalf of the Conservation Commission. The following are specific comments generated during the course of our review. Comments are generally grouped by submittal and overlapping comments are only mentioned once.

Project Plans

1. It would be helpful if the Existing Conditions Plan (C-3) included additional detailed information for Village Green Street in the vicinity of the Project, Cleveland Street (Village Green to Rockland Road) and the intersection of Cleveland Street and Rockwood Road. The Project will rely on these small residential side streets as its only means of access both during and after construction. It is important

for the ZBA to understand the nature of these streets and their ability to safely serve the demands of the project.

2. We request the Project Plans show approximate location of existing homes and tree lines on property abutting the Project for the purposes of evaluating potential impacts to abutters.
3. We request the Applicant explain why the main site drive was not located over what appears to be an existing public right-of-way extending from the corner of Village Green Street approximately 400 feet west of the proposed entrance. Locating the main entrance at that location would reduce traffic and headlight impacts on nearby residential property.
4. The Project should include provisions (ie. planting or fence) to prevent impacts of headlight glare on residential property opposite the proposed driveway as well as homes that are impacted by the sweep of headlights as traffic turns onto Village Green or Road A.
5. If the entry portion of Road A is blocked, the Project will have no means of alternate access. We recommend the Applicant consider establishing an emergency access at the location of the paper connection to Village Green Street (between #10 and #12 Village Green) or widening Road "A" until it splits.
6. The Plans indicate a 30-foot radius for inside curb radii. A minimum 42-foot radius is generally required to accommodate passage of tractor trailers. We recommend the applicant adjust inside curb radii accordingly or provide plans showing how larger tractor trailers can safely navigate the roadways in both directions.
7. The Plans include driveways with depths indicated at 16-feet (measured from building to edge of roadway layout). We recommend driveways have a minimum depth of 19 feet to accommodate parked vehicles without requiring overhang into the roadway layout.
8. We recommend the Applicant provide a detailed cross section of the proposed road showing the relationship of the proposed "cape cod berm" to the noted roadway width.
9. It is unclear how drivers will distinguish the edge of parking/travelled way from the sidewalk in parallel parking locations and at the mailbox. Drivers should be able to clearly distinguish areas intended for vehicle travel from those designated for pedestrians.
10. We recommend the Applicant indicate the type and quantity of external light fixtures anticipated on proposed buildings which will face existing homes.
11. The proposed driveway light poles appear tall (fixture is greater than 12' high) given the number and proposed locations. We recommend the Applicant consider a shorter fixture and review the anticipated fixture intensity (3 - 40 watt bulbs on each fixture).
12. We request the Applicant provide a summary of proposed site cuts and fills identifying expected amounts of material to be imported and exported from the site during construction.
13. We do not recommend installation of a chain link fence around detention basins. They generally limit maintenance, are a barrier to wildlife and can hinder emergency responders.
14. We request the vertical (elevation) axis be labeled on all profiles.

[Stormwater Report/Drainage Design](#)

The Project is currently under review by the Norfolk Conservation Commission for compliance with Massachusetts Wetlands Protection Regulations (310 CMR 10.00) which includes a detailed review by the Commission's technical reviewer (BETA) of the proposed stormwater design. The comments below are intended to supplement comments already provided by BETA.

15. Temporary sedimentation basins used during construction should not be proposed in locations of future infiltration systems.
16. Underground infiltration systems are extremely prone to failure due to clogging from sediments and other fine particles in runoff. We recommend any underground infiltration system (excluding those that

exclusively serve roofs) include an “isolator row” or similar control to reduce migration of fines into infiltration area.

17. The Applicant should confirm that all infiltration BMPs are able to drain fully within 72 hours per Volume 1, Chapter 1, Page 7 of the Stormwater Handbook. Appendix 4 of the Stormwater Report is missing drawdown calculations for bio-retention areas and subsurface infiltration systems.
18. The Applicant should provide a mounding analysis for infiltration BMPs with less than four (4) feet vertical separation from the seasonal high groundwater elevation per Volume 3, Chapter 1, Page 28 of the Stormwater Handbook.
19. The Applicant should include a monitoring well and a drawdown device for infiltration basin #1 per Volume 2, Chapter 2, Page 91 of the Stormwater Handbook.
20. Per Volume 2, Chapter 2, Page 98 of the Stormwater Handbook the perimeter drain detail on Sheet C-31 should include a permeable filter fabric 6 - 12 inches below the surface of the trench, along the sides, and at the bottom of the trench. Another option is to place 12 inches of sand at the bottom of the trench. In addition an observation well should be installed at the center of the trench to monitor how quickly runoff is clearing the system.
21. The Applicant should confirm that the proposed proprietary treatment units (Stormceptor model 450i) are capable of treating the required water quality volume. Refer to MaDEP Standard Method to Convert Required Water Quality Volume to a Discharge Rate for Sizing Flow Based Manufactured Proprietary Stormwater Treatment Practices, dated September 10, 2013.
22. Test pit data is included in Appendix 7 of the Stormwater Report, however test pits were not conducted at all proposed infiltration BMP locations. TT recommends the applicant provide test pit data to confirm groundwater elevations and soil conditions for all infiltration BMPs.
23. The Applicant has included an exfiltration rate of 8.27 inches/hour for all infiltration BMPs. Test pit data included in Appendix 7 of the Stormwater Report indicates that TP-1, TP-2, TP-4, TP-5 and TP-7 contains loamy sand which has an exfiltration rate of 2.41 inches/hour. TT recommends that the Applicant confirm all exfiltration rates used in the HydroCAD analysis and for ease of review the Applicant show test-pit locations on the Grading & Drainage Plans.
24. The HydroCAD analysis includes a 24”x24” horizontal grate at elevation 202.05 for Underground Basin 3 (UG3) however, it is unclear where this outlet is located on Sheet C-15. Please clarify outlet location.
25. The HydroCAD analysis includes a 24-inch vertical orifice at elevation 193.90 for Underground Basin 4 (UG4) however, it is unclear where this outlet is located on Sheet C-13. Please clarify outlet location.
26. The Applicant should include a MaDEP Stormwater Report checklist in the Stormwater Report.

Septic System

The design of the on-site wastewater disposal system (septic system) will be reviewed in detail by the Norfolk Board of Health for compliance with Massachusetts Title 5 regulations (310 CMR 15.00). The Project will need to demonstrate compliance with Title 5 prior to the release of any individual building permits. The following are general comments generated to assess the viability of the system as shown or to inform future design.

27. We request the Applicant provide a summary of the basis of design for the proposed wastewater disposal system. The summary should include results of any subsurface testing/exploration and a summary of design methodology and supporting calculations showing compliance with applicable design requirements.
28. The proposed septic tank location in the middle of the travel way does not provide adequate space for maintenance and inspections without compromising emergency access. We request the Applicant explore alternate locations that would not block the traveled way or otherwise provide for emergency vehicle turnaround.
29. The proposed wastewater disposal system includes a long (650') force main extending from the septic tank to the subsurface absorption system (leach field). We recommend the applicant consider a

separate dosing pump chamber at the leach field to reduce potential complications associated with the long force main.

30. Roadway profiles indicate sections of sewer line with slightly more than one foot of cover resulting in sewer lines within the proposed typical pavement cross section. We recommend the design include a minimum two feet cover over sewer lines in roadways.

Water System

31. We request the Applicant provide a summary of available fire flow test data in the area and assess the ability of the existing water distribution system to meet emergency needs of the Project while maintaining safe water pressures at nearby homes. If data is not available from hydrants near the proposed development we recommend the Applicant be required to conduct a fire flow test on a hydrant within 300 feet of the site drive for the purposes of conducting the assessment.

Roadway/Traffic Comments

32. We agree with BETA's comment T11 recommending the Applicant address traffic impacts at Cleveland Street and Rockwood Road.
33. We recommend the Applicant conduct a conditions summary of Cleveland Street and Village Green Street and repair any damage or degradation of roadway surfaces resulting from access during construction.

Fire Chief Comments

The Fire Chief should generally be considered the final authority when determining if adequate access is provided for emergency responders. As such, we defer to Chief Bushnell in all cases. We offer the following comments in support of his review.

34. We recommend the Applicant provide a figure showing how emergency vehicles will access the site including provisions for maintaining access during maintenance/repair of subsurface infiltration systems and/or wastewater disposal systems (septic tank and pump chamber).

Meeting Summary

Many of the comments listed above were discussed at our February 16, 2018 coordination meeting with the Applicant (Tom DiPlacido), the Applicant's engineer (Bohler) and the Conservation Commission's technical reviewer (BETA). The meeting was held to coordinate technical reviews and provide initial feedback to Bohler so they would be better prepared to address issues at the upcoming hearing.

It was our understanding that subsequent submittals would address issues discussed at the meeting which are included in the written comments provided above. We request the ZBA require the applicant to provide responses to each of our comments and to amend the plans accordingly. We will track related correspondence and update the ZBA on status as things progress.

We are happy to discuss any of our comments at your request. Please don't hesitate to contact us with any questions, or if you require additional information.

Very truly yours,



Sean P. Reardon, P.E.,
Vice President

FIELD REPORT

Project Salmon Health and Retirement Community (The Willows)	Date 6/12/2019	Report No. 11
Location Village Street, Medway, MA	Project No. 143-21583-15011	Sheet 1 of 2
Contractor Rubicon Builders (General Contractor) Marois Brothers, Inc. (Site Contractor)	Weather A.M. SUNNY P.M. SUNNY	Temperature A.M. 70°F P.M. 80°F

FIELD OBSERVATIONS

On Wednesday, June 12, 2019, Steven Bouley, P.E. from Tetra Tech (TT) visited the project location to inspect the current condition of the site and monitor construction progress. The following report outlines observations made during the site visit.

1. Observations

- A. General site conditions: The western portion of the site along Willow Pond Circle and the eastern portion of the site along Waterside Run is generally dry due to fill placed by the contractor to bring roadway grade up to proposed subgrade elevation. The contractor is continuing the installation of processed gravel fill throughout the main open portion of the site and watering all gravel with water truck during installation to keep dust levels down. Construction entrances (Waterside Run and Willow Pond Circle) from Village Street are stabilized with crushed stone and rip-rap material and appear to be functioning as designed. Silt fence barrier (SFB) and filter socks appear to be in good condition. Stockpiled soil and several disturbed areas on the site have been Hydroseeded and grass cover is establishing.
- B. Contractor continues installation of drainage infrastructure along Waterside Run. Drainage is being installed as the roadway is filled. Contractor has installed proposed drain pipe up to DMH 55 (Waterside Run). Sewer infrastructure has been installed to SMH 38 (Waterside Run). Contractor continuing installation of water main at the Willow Pond Circle entrance to the site. The contractor cut-in valves and extension to the stub (previously installed in the site on Willow Pond Circle) last weekend in Village Street and are in the process of raising valve boxes and patching Village Street. Proposed water main/services staked in the field along Waterside Run for preparation of water main installation. Town DPS conducting water main and sewer inspections.

CONTRACTOR'S FORCE AND EQUIPMENT						WORK DONE BY OTHERS	
Sup't						Dept. or Company	Description of Work
Foreman	1	Bulldozer	1	Asphalt Paver			
	2	Backhoe		Asphalt Reclaimer			
Laborers	5+	Loader	1	Vib. Roller	1		
Drivers		Rubber Tire Backhoe/Loader		Static Roller			
Oper. Engr.	3+	Skid Steer		Vib. Walk Comp.			
Carpenters		Hoeram		Compressor			
Masons		Excavator	2	Jack Hammer			
Iron Workers		Grader		Power Saw			
Electricians		Crane		Conc. Vib.			
Flagpersons		Scraper		Tack Truck			
Surveyors		Conc. Mixer		Man Lift			
		Conc. Truck		Skidder			
		Conc. Pump Truck		Compact Track Loader			
		Pickup Truck	5+	Water Truck	1		
		Tri-Axle Dump Truck	30+				
		Trailer Dump Truck					
		Art. Dump Truck					
Police Details: N/A						RESIDENT REPRESENTATIVE FORCE	
Contractor's Hours of Work: 7:00 A.M. to 3:30 P.M.						Name	Time on-site
						Steven Bouley, P.E.	10:30 A.M. – 12:00 P.M.

NOTE: Please use reverse side for remarks and sketches

Project Salmon Health and Retirement Community	Date 6/12/2019	Report No. 11
Location Village Street, Medway, MA	Project No. 143-21583-15011	Sheet 2 of 2

FIELD OBSERVATIONS CONTINUED

- D. Contractor continuing construction of Basin 1 with suitable on-site gravel material. Side slopes and embankment top being graded by bulldozer. Layout and grading of the basin conducted using staking supplied by surveyor. Basin holding some water from storms received Tuesday night.
- E. Contractor continuing fill of main portion of the site along Willow Pond Circle. Approximately 30 trucks have been hauling material into the site and dumping in piles which are pushed by bulldozer and compacted with vibratory roller. Fill material is processed gravel.

2. Schedule

- A. Contractor plans to continue filling of site to achieve proposed grades to begin installation of proposed campus building. Site work will include water main installation in coming weeks.
- B. Sewer manholes for proposed CRPCD CRI lining project have been installed and lining expected to take place later this month.
- C. TT will maintain communication with contractor and will inspect the site as construction progresses.

3. New Action Items

- A. N/A

4. Previous Open Action Items

- A. N/A

5. Materials Delivered to Site Since Last Inspection

- A. N/A



TETRA TECH



Massachusetts Office on Disability

One Ashburton Place, Room 1305 Boston, MA 02108

Charles D. Baker, Governor

617-727-7440 TTY

Karyn E. Polito, Lt. Governor

800-322-2020 TTY

Mary M. McCauley, Executive Director

617 727-0965 FAX

We affirm that any work performed using these grant funds will fully comply with either 521 CMR and/or the 2010 ADA Design Standards, whichever is more stringent¹

Signature

Date

¹ MOD is available for assistance related to this. Please contact Karl Bryan at Karl.Bryan@mass.gov if there are any questions



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

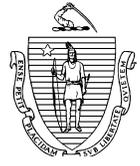
14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Kristine Trierweiler	Town Administrator

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

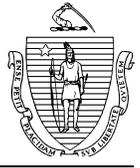
_____ Date:
Signature

Title: Town Administrator Telephone: 508-906-3011
Fax: 508-359-6182 Email: ktrierweiler@medfield.net

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:Town Administrator

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

GRANT AGREEMENT

This Grant Agreement [“Agreement”] is made by and between the Commonwealth of Massachusetts, acting by and through the Executive Director of the Massachusetts Office on Disability (MOD) on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the Town of Medfield [“Grantee”] acting through its Town Administrator, Kristine Trierweiler

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$250,000, as authorized under the FY2019-2023 Capital Investment Plan and Chapter 113 of the Acts of 2018, Section 2C, Item 1100-3001 for a Municipal ADA Improvement Grant to fund capital improvements or planning [the “Project”] as described herein.

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

1.1 The scope of the Project to be funded under the EOAF Grant will include:

The Grantee will hire a consultant with EOAF Grant funds to complete an ADA Self-Evaluation and Transition Plan. The Project scope includes an ADA Self-Evaluation and Transition Plan encompassing all of Grantee’s facilities, activities, programs and services. The maximum EOAF Grant amount authorized is \$40,000 (contingent upon MOD’s receipt of detailed, itemized invoices showing incurred expenses between the date of contract execution and June 30, 2020)

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to the FY2019-FY2023 Capital Investment Plan; the information provided in the grant application; and any other information EOAF or MOD may require.

The grant award will be disbursed upon documentation of incurred expenses and invoicing the Commonwealth for reimbursement.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs

_____ **(initial on line)**

incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 All approved expenses must be incurred by June 30, 2020. Grantee will forfeit reimbursement for any remaining award unused by June 30, 2020. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to MOD, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 526 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (M.G.L. Ch.149, Sections 26 to 27H); (iii) Title VI of the Civil Rights Acts of 1964, as amended; (iv) Environmental Impact Requirements (M.G.L. Ch.30, Sections 61 to 62I); (v) Historic Preservation Requirements (M.G.L. Ch.9, Sections 26 to 28) and applicable regulations; (vi) Architectural Access Board Requirements (M.G.L. Ch.22, Section 13A) and applicable regulations; and (vii) legal requirements relating to municipal or state-assisted construction and design projects, including those under M.G.L. c. 30B, c. 7C, c. 7, and c. 149, as applicable.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly

_____ (initial on line)

his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

_____ (initial on line)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

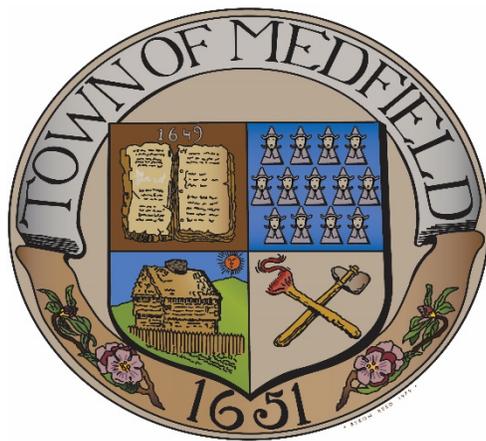


This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy.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

CONTRACTOR LEGAL NAME: (and d/b/a): Town of Medfield		COMMONWEALTH DEPARTMENT NAME: MA OFFICE ON DISABILITY MMARS Department Code: OHA	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA, 02052		Business Mailing Address: 1 ASHBURTON PLACE, ROOM 1305, BOSTON, MA, 02108	
Contract Manager: Kristine Trierweiler	Phone: 508-906-3011	Billing Address (if different): SAME	
E-Mail: ktrierweiler@medfield.net	Fax: 508-359-6182	Contract Manager: MICHAEL DUMONT	Phone: 617-727-7440
Contractor Vendor Code: VC6000191875		E-Mail: MICHAEL.DUMONT@MASS.GOV	Fax: 617-727-0965
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): ISAFY20ANF11003001OHA RFR/Procurement or Other ID Number:	
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <u> X </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u> 40,000 </u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) GRANT SUPPORTING CAPITAL IMPROVEMENTS SPECIFICALLY DEDICATED TO IMPROVING PROGRAMMATIC ACCESS AND/OR REMOVING BARRIERS ENCOUNTERED BY PERSONS WITH DISABILITIES IN APPLICANT FACILITIES THROUGHOUT THE COMMONWEALTH.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u> JUNE 30, 2020 </u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u> Kristine Trierweiler </u> Print Title: <u> Town Administrator </u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u> MARY MAHON McCAULEY </u> Print Title: <u> EXECUTIVE DIRECTOR </u>	

Town of Medfield

Massachusetts



MANUAL OF GRANT PROCEDURES

TOWN OF MEDFIELD

UNIFORM GRANT

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FEDERAL FISCAL COMPLIANCE

Authority: 2 CFR Part 200

The Town of Medfield shall ensure federal funds received by the Town are administered in accordance with federal requirements, including but not limited to the federal Uniform Grant Guidance.

The Board of Selectmen/School Committee shall review and approve all applications for federal funds submitted by the Town. Recurring grants may be reviewed and approved by a designee (see below), rather than the respective Board.

Delegation of Responsibility:

The Board of Selectmen/School Committee designates the:

Town Administrator/Superintendent of Schools

Department Head/Building Principal

Town Accountant/Director of Finance & Operations (School Department)

As the Town contacts for all federal programs and funding.

The Town Administrator/Superintendent or designee, in collaboration with the Town Accountant/Director of Finance & Operations (School Department), shall establish and maintain a sound financial management system to include internal controls and federal grant management standards covering the receipt of both direct and state-administered federal grants and to track costs and expenditures of funds associated with grant awards.

Guidelines:

The Town's financial management system shall be designed with strong internal controls, a high level of transparency and accountability, and documented procedures to ensure that all financial management system requirements are met.

Financial management standards and procedures shall assure that the following responsibilities are fulfilled:

1. Identification – The Town must identify, in its accounts, all federal awards received and expended, and the federal programs under which they are received.
2. Financial Reporting – Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements of the Education Department General Administrative Regulations (EDGAR).
3. Accounting Records – the Town must maintain records which adequately identify sources and applications of funds provided for federally-assisted activities.
4. Internal Controls – Effective control and accountability must be maintained for all funds, real and personal property and other assets. The Town must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

5. Budget Control – Actual expenditures or outlays must be compared with budgeted amounts for each federal award. Procedures shall be developed to establish determination for Allowability of costs for federal funds.
6. Cash Management – The Town shall maintain written procedures to implement the cash management requirements found in EDGAR.
7. Allowability of Costs – The Town shall ensure that Allowability of all costs charged to each federal award is accurately determined and documented.

Standards of Conduct

The Town shall maintain standards of conduct covering conflict of interest and the actions of employees and officials engaged in the selection, award, and administration of contracts.

All employees shall be informed of conduct that is required for federal fiscal compliance and disciplinary action that may be applied for violation of Town/School Committee policies, administrative regulations, rules and procedures.

Employees – Time and Effort Reporting (2 CFR 200.430)

All Town employees paid with federal funds shall document the time they expend in work performed in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply for contracted individuals.

Town employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient.

The Town shall establish and maintain employee policies on hiring, benefits and leave and outside activities, as approved by the Board of Selectmen/School Committee.

Record Keeping (2CFR 200.333-200.337, 34 CFR 75.730-732, 34 CFR 76.730-731)

The Town shall develop and maintain a Records Management Plan and related policy and administrative regulations for the retention, retrieval and disposition of manual and electronic records, including emails.

The Town shall ensure the proper maintenance of federal records documenting:

1. Amount of federal funds.
2. How funds were used.
3. Total cost of each project.
4. Share of total cost of each project provided from other sources.
5. Other records to facilitate an effective audit.
6. Other records to show compliance with federal program requirements.
7. Significant project experiences and results.

All records must be retrievable and available for programmatic or financial audit.

The Town shall provide the federal awarding agency, Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right

of access to any documents, papers, or other town records which are pertinent to the federal award. The Town shall also permit timely and reasonable access to the Town's personnel for the purpose of interview and discussion related to such documents.

Records shall be retained for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs.

If any litigation, claim or audit is started before the expiration of the standard record retention period, the records shall be retained until all litigation, claims or audits have been resolved and final actions taken.

As part of the Records Management Plan, the Town shall develop and maintain a records retention schedule, which shall delineate the records retention format, retention period and method of disposal.

The Records Management Plan shall include identification of staff authorized to access records, appropriate training, and preservation measures to protect the integrity of records and data.

The Town shall ensure that all personally identifiable data protected by law or regulations is handled in accordance with the requirements of applicable law, regulations, policy or administrative regulations.

Sub recipient Monitoring (2 CFR 200.330-331)

In the event that the Town awards sub grants, the Town shall establish procedures to:

1. Assess the risk of noncompliance.
2. Monitor grant sub recipients to ensure compliance with federal, state and local laws and policy and procedures.
3. Ensure the town's record retention schedule addresses documents retention on assessment and monitoring.

Compliance Violations (2 CFR 200.338-339)

Employees and contractors involved in federally funded programs and sub recipients shall be made aware that failure to comply with federal law, regulations or terms and conditions of a federal award may result in the federal awarding agency or pass-through entity imposing additional conditions or terminating the award in whole or in part.

TRAVEL REIMBURSEMENT – FEDERAL PROGRAMS (2 CFR 200.474)

The Town shall reimburse administrative, professional and support employees, and officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.

For purpose of this policy, ***travel costs*** shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and officials who are in travel status on official business as a federal grant recipient.

Employees and officials shall comply with applicable policies and administrative regulations established for reimbursement of travel and other expenses.

The validity of payments for travel costs for all employees and officials shall be determined by the

1. Town Administrator/Superintendent of Schools
2. Town Accountant/Director of Finance (School Department)
3. Grant Programs Coordinator

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the town's non-federally funded activities, and in accordance with the town's travel reimbursement policies and administrative regulations.

Mileage reimbursements shall be at a rate approved by the Town for other town travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by

1. Board of Selectmen/School Committee
2. The federal General Services Administration for federal employees for locale where incurred.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that:

1. Participation of the individual is necessary to the federal award.
2. The costs are reasonable and consistent with the district's established policy.

Allowability of Costs – Federal Programs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the approved budget and grant applications need prior approval from the granting agency.

Delegation of Responsibility

When determining how the Town will spend its grant funds, the Town Accountant/Director of Finance (School Department) will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service.

Allowability Determinations

All costs supported by federal funds must meet the standards outlined in 2 CFR Part 200, Subpart E, which are listed below. The Town Accountant/Director of Finance (School Department) must consider these factors when making an Allowability determination. A section entitled, *Helpful Questions for Determining Whether Costs are Allowable* is located at the end of this document.

Part 200 sets forth general cost guidelines that must be considered, as well as rules for specific types of items, both of which must be considered when determining whether a cost is an allowable expenditure of federal funds. The expenditure must also be allowable under the applicable program statute, along with accompanying program regulations, non-regulatory guidance and grant award notifications.

Restrictions in state and local rules or policy also must be considered. For example, travel and other job-related expenses incurred by employees are not allowable unless they also are in compliance with policy and related administrative regulations.

Whichever allowability requirements are stricter will govern whether a cost is allowable.

General Allowability determination factors include the following:

1. **Be Necessary and Reasonable for the performance of the federal award.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under circumstances prevailing at the time the decision to incur the cost was made. For example, **reasonable** means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the town or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.

- Whether the individual incurring the cost acted with prudence in the circumstances considering responsibilities to the town, its employees, the public at large, and the federal government.
- Whether the town significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost. (2 CFR Sec 200.404)

Whether a cost is necessary will be determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the town can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the federal award program.
- Whether the cost is identified in the approved budget or application.
- Whether there is a benefit associated with the cost.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses program goals and objectives and is based on program data.

2. **Allocable to the federal award.** A cost is allocable to the federal award if the goods or services are chargeable or assigned to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged the program. (2 CFR Sec. 200.405)

For example, if fifty percent (50%) of a salary is paid with grant funds, then that employee must spend at least fifty percent (50%) of his/her time on the grant program.

3. **Consistent with policies and procedures that apply uniformly to both federally financed and other activities of the entity.**
4. **Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the federal award.**
5. **Consistent treatment.** A cost cannot be assigned to a federal award as a direct cost if any other costs incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
6. **Adequately documented.** All expenditures must be properly documented.

- 7. Be calculated in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in Part 200.**

- 8. Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such.** Some federal program statutes require the non-federal entity to contribute a certain amount of non-federal resources to be eligible for federal programs.

- 9. Be the net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayment or erroneous charges. To the extent that such credits accruing to or received by the state relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate. (2 CFR Sec. 200.406)

Selected Items of Cost

Subpart E of Part 200 sets forth principles to be applied in establishing the Allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost), at 2 CFR Sec. 200.420-200.475. These specific cost items are listed in a chart below along with the citation to the section of Subpart E addressing the Allowability of that item. These principles are in addition to the other general Allowability standards, and apply whether or not a particular item of cost is properly treated as direct cost or indirect (F & A) cost. Meeting the specific criteria for a listed item does not by itself mean the cost is allowable, as it may be unallowable under other standards or for other reasons, such as restrictions contained in the terms and conditions of a particular grant or restrictions established by the state or in local policy. If an item is unallowable for any of these reasons, federal funds cannot be used to purchase it.

Town personnel responsible for spending federal grant funds and for determining allowability must be familiar with and refer to part 200 selected items of cost section. These rules must be followed when charging these specific expenditures to a federal grant. When applicable, employees must check costs against the selected items of cost requirements to ensure the cost is allowable, and also check state, town and program-specific rules.

The selected items of cost addressed in Part 200 includes the following (in alphabetical order):

<u>Item of Cost</u>	<u>Citation of Allowability Rules</u>
Advertising and public relations costs	2 CFR Section 200.421
Advisory Councils	2 CFR Section 200.422
Audit services	2 CFR Section 200.425
Bonding costs	2 CFR Section 200.427
Collection of improper payments	2 CFR Section 200.428

<u>Item of Cost</u>	<u>Citation of Allowability Rules</u>
Commencement and convocation costs	2 CFR Section 200.429
Compensation – personal services	2 CFR Section 200.430
Compensation – fringe benefits	2 CFR Section 200.431
Conferences	2 CFR Section 200.432
Contingency provisions	2 CFR Section 200.433
Contributions and donation	2 CFR Section 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR Section 200.435
Depreciation	2 CFR Section 200.436
Employee health and welfare costs	2 CFR Section 200.437
Equipment and other capital expenditures	2 CFR Section 200.439
Exchange rates	2 CFR Section 200.440
Fines, penalties, damages and other settlements	2 CFR Section 200.441
Fund raising and investment management costs	2 CFR Section 200.442
Gains and losses on disposition of depreciable assets	2 CFR Section 200.443
General costs of government	2 CFR Section 200.444
Goods and services for personal use	2 CFR Section 200.445
Idle facilities and idle capacity	2 CFR Section 200.446
Insurance and indemnification	2 CFR Section 200.447
Intellectual property	2 CFR Section 200.448
Interest	2 CFR Section 200.449
Losses on other awards or contracts	2 CFR Section 200.451
Maintenance and repair costs	2 CFR Section 200.452
Materials and supplies costs, including costs of computing devices	2 CFR Section 200.453
Membership, subscriptions, and professional activity costs	2 CFR Section 200.454
Organization costs	2 CFR Section 200.455
Participant support costs	2 CFR Section 200.456

<u>Item of Cost</u>	<u>Citation of Allowability Rules</u>
Plant and security costs	2 CFR Section 200.457
Pre-award costs	2 CFR Section 200.458
Professional services costs	2 CFR Section 200.459
Proposal costs	2 CFR Section 200.460
Publication and printing costs	2 CFR Section 200.461
Rearrangement and reconversion costs	2 CFR Section 200.462
Recruiting costs	2 CFR Section 200.463
Relocation costs of employees	2 CFR Section 200.464
Rental costs of real property and equipment	2 CFR Section 200.465
Scholarship and student aid costs	2 CFR Section 200.466
Selling and marketing costs	2 CFR Section 200.467
Specialized service facilities	2 CFR Section 200.468
Student activities costs	2 CFR Section 200.469
Taxes (including Value Added Tax)	2 CFR Section 200.470
Termination costs	2 CFR Section 200.471
Training and education costs	2 CFR Section 200.472
Transportation costs	2 CFR Section 200.473
Travel costs	2 CFR Section 200.474
Trustees	2 CFR Section 200.475

Helpful Questions for Determining Whether Costs are Allowable

In addition to applying the cost principles and standards described above, town staff involved in expending federal funds should ask the following questions when assessing the allowability of a particular cost:

1. Is the proposed cost allowable under relevant program?
2. Is the proposed cost consistent with an approved program plan and budget?
3. Is the proposed cost consistent with program specific fiscal rules? For example, the entity may be required to use federal funds only to supplement the amount of funds available from nonfederal (and possibly other federal) sources, or only as a match for funds from non-federal sources.
4. Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?
5. Is the proposed cost consistent with the underlying needs of the program? For example, program funds must benefit the appropriate population for which they are being allocated.
6. Will the cost be targeted at addressing specific areas of weakness that are the focus of the program, as indicated by available data?

Any question related to specific costs should be forwarded to the Town Accountant/Director of Finance (School Department), who shall consult with counsel for clarification as appropriate.

Cash Management - Federal Programs

Generally, the town receives payment from a state agency on a reimbursement basis. In some circumstances, the town may receive an advance of federal grant funds. This attachment addresses responsibilities of the town and town staff under those alternative payment methods. In either case, the town shall maintain accounting methods and internal controls and procedures that assure those responsibilities are met.

Payment Methods

Reimbursements

The town will initially charge federal grant expenditures to non-federal funds.

The Town Accountant/Director of Finance (School Department)/Grant Manager will request reimbursement for actual expenditures incurred under the federal grants in accordance with the requirements or specifications established by grant agreement, e.g. the Massachusetts Department of Education (DESE) has established a monthly reimbursement process. Other Federal and pass-through agencies may have other requirements for the frequency of reimbursement and those rules will be applied appropriately.

Such requests shall be submitted with appropriate documentation and signed by the requestor. Requests for reimbursements will be approved by the Town Accountant/Director of Finance (School Department).

Reimbursement will be submitted on the appropriate form. **All reimbursements are based on actual disbursements, not obligations.**

Consistent with state and federal requirements, the town will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for review upon request.

Reimbursement of actual expenditures do not involve interest calculations.

Advances

When the town receives advance payments for federal grant funds, it must minimize the time elapsing between the transfer of funds to the town and the expenditure of those funds on allowable costs of the applicable federal program. (2 CFR Section 200.305(b)) **The town shall attempt to expend all advances of federal funds within seventy-two (72) hours of receipt. For pass-through Federal grants, the town will comply with the requirements set forth by the specific agency (i.e. Massachusetts Department of Elementary & Secondary Education).**

When applicable, the town shall use existing resources available within the program before requesting additional advances. Such resources include program income (including repayments to a revolving fund),

rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds. (2 CFR Section 200.305(b)(5))

The town shall hold federal advance payments in insured, interest bearing accounts.

The town is permitted to retain for administrative expense up to \$500 per year of earned interest on federal grant cash balances. Regardless of the federal awarding agency, interest earnings exceeding \$500 per year shall be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. (2 CFR Section 200.305(b)(9))

Pursuant to federal guidelines, interest earnings shall be calculated from the date that the federal funds are drawn from the G5 system until the date on which those funds are disbursed by the town. Consistent with state guidelines, interest accruing on total federal grant cash balances shall be calculated on cash balances per grant and applying the actual or average interest rate earned.

Remittance of interest shall be responsibility of the Town Accountant/Director of Finance (School Department).

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Administration of Federal Funds – Type of Costs, Obligations and Property Management

The town establishes and maintains policies, administrative regulations and procedures on administration of federal funds in federal programs as required by the Uniform Grant Guidance and other federal, state and local laws, regulations and requirements. The town’s financial management system includes internal controls and grant management standards in the following areas.

Direct and Indirect Costs

Direct Costs – costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

Indirect Costs – costs incurred for a common or joint purpose benefiting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. (2 CFR Section 200.405, 200.413)

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs.

Direct and indirect costs shall be determined in accordance with law, regulations, the terms and conditions of the federal award, and the town’s negotiated indirect cost rate.

The town shall develop an indirect cost rate proposal and cost allocation plan in accordance with law, regulations and the terms and conditions of the federal award.

Timely Obligation of Funds

Obligations – orders placed for property and services, contracts and sub-awards made, and similar transactions during a given period that require payment by the town during the same or a future period.

The following table illustrates when funds must be obligated under federal regulations:

Obligation is for:

Acquisition of property

Personal services by a town employee

Personal services by a contractor

Obligation is made:

On the date which the town makes a binding written commitment to acquire the property

When the services are performed

On the date on which the town makes binding written commitment to obtain the services

Obligation is for:

Public utility service

Travel

Rental of property

Obligation is made:

When the town receives the services

When travel occurs

When the town uses the property

A pre-agreement cost that was properly approved by On first day of the project period the grantee under the cost principles in 2 CFR 200.

All obligations must occur between the beginning and ending dates of the federal award project, which is known as the period of performance. The period of performance is dictated by law and regulations and will be indicated in the federal award. Specific requirements for all carryover funds may be specified in the federal award and must be adhered to by the town. (2 CFR Section 200.77, 200.309) The town will handle obligations and carry over state-administered and direct grants in accordance with state and federal laws and regulations, and the terms and conditions of the federal award. Carryover will be calculated and documented by the Town Accountant/Director of Finance (School Department).

The town will handle obligations and carry-over of state administered and direct grants in accordance with state and federal law and regulations, and the terms and conditions of the federal award. Carryover will be calculated and documented by the Town Accountant/Director of Finance (School Department).

The town may exercise an extension of the period of performance under a direct grant in accordance with law, regulation and the terms and conditions of the federal award when written notice is provided to the federal awarding agency at least ten (10) calendar days prior to the end of the period of performance. (2CFR Section 200.308(d)(2))

The Town Accountant/Director of Finance (School Department) will decide when an extension of the period of performance is necessary and will recommend that the Board of Selectmen/School Committee approve this process. The Town Accountant/Director of Finance (School Department) will develop the required written notice, including the reasons for the extension and revised period of performance; the notice will be issues no later than ten (10) calendar days prior to the end of the currently documented period of performance in the federal award.

The town must seek approval from the federal awarding agency for an extension of the period of performance when the extension is not contrary to federal law or regulations, and the following conditions apply:

1. The terms and conditions of the federal award prohibits the extension;
2. The extension requires additional federal funds;
3. The extension involves any change in the approved objectives or scope of the project (2 CFR Section 200.308)

The Town Accountant/Director of Finance (School Department) will determine when an extension must be requested for approval by the federal awarding agency, draft the written request and notify the Board of Selectmen/School Committee of the requested extension.

Management of Property Acquired With Federal Funds

Contract and Purchasing Administration

The town maintains internal controls, administrative regulations and procedures to ensure that contractors deliver goods and services in accordance with the terms, conditions and specifications of the designated contract, purchase order or requisition.

Property Classifications

Property shall be classified as equipment, supplies, computing devices and capital assets as defined and specified in accordance with law, regulation and policy.

Inventory Control/Management

All property purchased with federal funds, regardless of cost, will be inventories as a safeguard.

Inventory will be received by the department or program requesting the item; designated staff will inspect the property, compare it to the applicable purchase order or requisition, and ensure it is appropriately logged and tagged in the town's property management system.

Items acquired will be physically labelled by source of funding and acquisition date.

Inventory records of equipment and computing devices must be current and available for review and audit, and include the following information:

1. Description of the item, including any manufacturer's model number.
2. Manufacturer's serial number or other identification number.
3. Identification of funding source.
4. Acquisition date and unit cost.
5. Source of items, such as company name.
6. Percentage of federal funds used in the purchase.

7. Present location, use, condition of item, and the date information was reported.
8. Pertinent information on the ultimate transfer, replacement or disposition of the item and sale price of the property.

Inventory will be updated as items are sold, lost or stolen, or cannot be repaired, and new items are purchased.

Physical Inventory

Physical inventory of property will be completed by designated town staff in accordance with applicable federal, state law and regulations and policy.

The physical inventory of items will be conducted annually, and the results will be reconciled with inventory records and reported to the federal reporting agency.

Maintenance

The town establishes adequate maintenance procedures to ensure that the property is maintained in good condition in accordance with law, regulation and policy.

Safeguards

The town ensures that adequate safeguards are in place to prevent loss, damage or theft of property:

1. Any loss, damage or theft will be reported to the Town Accountant/Director of Finance (School Department), and investigated and fully documented, and may be reported to local law enforcement.
2. If stolen items are not recovered, the town will submit copies of the investigative report and insurance claim to the federal awarding agency.
3. The town may be responsible for replacing or repairing lost, damaged, destroyed or stolen items.
4. Replaced equipment is property of the originally funded program and should be inventoried accordingly.
5. Town property may only be loaned in accordance with policy and administrative regulations.

Disposition Of Property Acquired with Federal Funds

When the town determines that real property, including land, land improvements, structures and accessories thereto, acquired under a federal award is no longer needed for the originally authorized purpose, the town must obtain disposition instructions from the federal awarding agency or pass-through entity administering the program, in accordance with applicable law and regulations (2 CFR Section 200.311)

When the town determines that equipment or supplies acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Town Accountant/Director of Finance (School Department) will contact the federal awarding agency or pass-through entity administering the program to obtain disposition instructions, based on the fair market value of the equipment or supplies.

Generally, items with a fair market value of \$5,000 or less that are no longer effective may be retained, sold, purged, or transferred to the town. For items with a fair market value greater than \$5,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

If the town will be replacing the equipment or supplies, the town may use the existing equipment or supplies as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

The Town Accountant/Director of Finance (School Department) will be responsible for contacting the federal awarding agency and determine the process for disposition of equipment or supplies.

The town may use the following methods in disposing of unnecessary equipment or supplies acquired with federal funds:

Public auction and/or online sale – generally conducted by a licensed auctioneer.

Salvage – scrap sold to local dealers

Negotiated sale – normally used when disposing of items of substantial value.

Sealed bid- normally used for items of substantial value or unique qualities.

Pre-priced sale – large quantities of obsolete or surplus equipment or supplies may be sold by this method.

Donation to charitable organizations, for equipment or supplies of little or no value.

Disposition to trash for equipment or supplies with no value.

The Town Accountant/Director of Finance (School Department) will be responsible for maintaining records of obsolete and surplus property disposed of, and will report to the federal awarding agency when required.

Procurement – Federal Programs

This document is intended to integrate standard purchasing procedures with additional requirements applicable to procurement that are subject to the federal Uniform Grant Guidance regulations and/or U. S. Department of Agriculture (USDA) regulations governing school food service programs. The town maintains the following purchase procedures, in accordance with federal and state laws, regulations and policy. (2 CFR 200.318-200.325; 7 CFR 210.16, 610.19, 610.61, 615.14a, 660.16; MGL Chapter 30(B)).

Responsibility for Purchasing

In accordance with the Town’s Charter (reference Article 4, Section 2): “As required by M.G.L.A., Sect. 30 b. Uniform Procurement Act, the town administrator shall be the certified procurement officer responsible for the purchase of all supplies, materials, and equipment, except books and other educational materials for schools and books, supplies, materials, equipment and other media materials for the library, and approve the award of all contracts for all town departments with the exception of the school department and public library, subject to the approval of the Board of Selectmen.”

Purchase Methods

When a request for purchase of equipment, supplies or services has been submitted and approved as outlined below, the procurement method to be used will be determined based on the total cost of the purchase as further outlined below. This procedure outlines how the cost thresholds of determining when a quote or formal bidding procedures that are required by state law as reflected in administrative policy must be modified when making purchases for federally funded purposes to which the Uniform Grant Guidance or USDA regulations apply, so as to comply with both state and federal regulations. At each point where requirements for food service related procurement under USDA regulations differ, a note will refer to the Food Service Program Notes at the end of this procedure. Final determination of which purchasing procedures are to be applied is delegated to the Town Administrator/Superintendent or Town Accountant/Director of Finance (School Department) under the authority of the Board of Selectmen/School Committee.

Standard Procurement Documents and Purchase Request Process

The town shall use purchase orders for the purchase requests in accordance with applicable purchase method. The town shall use paper/electronic purchase records, which are pre-numbered and are accessible to designated purchasing staff in Town Administrator’s Office or Administrative Offices.

Purchase requests by an employee must be submitted to the department head, building Administrator (School Principal), and the Grant Manager. Purchase of all budgeted items or items approved by an administrator must be initiated by use of a purchase order or requisition submitted to the Town Administrator or Superintendent of Schools.

Purchase orders and requisitions shall contain including, but not limited to:

1. Description of the services to be performed or goods to be delivered.
2. Location of where the services will be performed or goods will be delivered.
3. Appropriate dates of service or delivery.
4. Total cost of the service or goods.

Documentation on the purchase orders and requisitions shall be maintained in accordance with the state records retention schedules.

Contracts shall be reviewed by the Town Counsel or School Committee Counsel prior to submission to the Board of Selectmen/School Committee for approval.

Contracts to which the Uniform Grant Guidance apply shall contain the clauses specified in Appendix II to 2 CFR 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), when applicable.

Micro-Purchases Not Requiring Quotes or Bidding (up to \$3,500)

For the purposes of this procedure, micro-purchase means a purchase of equipment, supplies or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of \$3,500. The micro-purchase dollar threshold is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register shall apply if other than \$3,500. (48 CFR Subpart 2.1)

Note: The micro-purchase maximum for federal programs is lower than the amount below which MGL allows for nonfederal purposes to be made without obtaining at least three (3) written or telephonic quotes or using competitive bidding.

The micro-purchase method is used in order to expedite the completion of its lowest dollar small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of equipment, supplies and services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, the town distributed micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices and other terms. The Town Accountant/Director of Finance (School Department) will be responsible to determine the equitable distribution of micro-purchases.

Micro-purchases may be awarded without the soliciting of competitive quotations if the town considers the price to be reasonable. The town will maintain evidence of the reasonableness in records of all micro-purchases. **Reasonable** means that sound business practices were followed and the purchase is comparable to market prices for the geographic area. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the items similar to the item being purchased.

Even if the cost of the purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

Purchases above \$3,500

The Town utilizes the following procurement guidelines per MGL Ch. 30B

Contracts under \$10,000

The Town uses sound business practices when procuring goods and services for amounts less than \$10,000.

Contracts from \$10,000 to \$50,000

The Town seeks price quotes from at least three vendors and awards the contract to the responsible vendor offering the supply or service needed for the lowest price.

Contracts greater than \$50,000

The Town conducts a formal advertised competition using sealed bids or proposals. An award is offered to the qualified bidder who meets the Town's specifications and offers the lowest price.

Where possible, the Town utilizes the Commonwealth of Massachusetts state contract, or the cooperative bids solicited by area collaboratives.

Selecting the Vendor

The Town selects the most responsive and responsible vendor to provide required materials and services, and promotes competition in order to obtain fair and reasonable prices.

Competitive Proposals

Federal regulations allow the use of competitive proposals as an alternative when formal bidding would otherwise be required only to procure architectural and engineering services. Other types of services for federally funded purposes to which the Uniform Grant Guidance applies, professional or otherwise, must be procured using competitive bidding when the cost would meet or exceed the federal threshold for competitive bidding (\$150,000).

In the case of services other than for construction, repairs or maintenance of facilities costing less than that threshold, the town may use small purchase procedures or micro-purchase procedures as applicable based on total cost. A request for proposal (RFP) process can also meet or exceed the small purchase competition requirements under state law for the acquisition of services other than for construction, repairs or maintenance of facilities, and can be used if the total cost will be less than \$150,000.

When permitted, the technique of competitive proposals is normally conducted with more than one (1) source submitting an offer, and either a fixed price or cost reimbursement type of contract is awarded. Competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The town shall comply with other applicable state and federal laws and regulations, policy and regulations regarding purchasing; the town may consult with counsel in determining the required process for purchasing through competitive proposals when necessary.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to maximum extent practical.
2. Proposals must be solicited from an adequate number of qualified sources.
3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

Competitive proposals shall be evaluated by the Town Administrator/School Superintendent based on factors including but not limited to:

1. Cost.
2. Experience of contractor.
3. Availability.
4. Personnel qualifications.
5. Financial stability.
6. Minority business, women's business enterprise, or labor surplus area firm status.
7. Project management experience.
8. Understanding town needs.
9. Other

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the Board of Selectmen/School Committee.

Contract/Price Analysis

The town performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications (2 CFR Sec. 200.323(a)).

A cost analysis generally means evaluating the separate cost elements that make up the total price, while a **price analysis** means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, the Town Administrator/School Superintendent must come to an independent estimate prior to receiving bids or proposals. (2 CFR Sec. 200.323(a)). As part of the analysis, the town will enact established business practices which may include evaluation of similar prior procurements and a review of the process.

When performing a cost analysis, the Town Administrator/School Superintendent negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (2 CFR Sec 200.323(b)).

Non-competitive Proposals (Sole Sourcing)

Procurement by non-competitive proposals means procurement through solicitation of a proposal from only one (1) source and may be used when one or more of the following circumstances apply:

1. The item is available only from a single source.
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. An **emergency** exists whenever the time required for the town to act in accordance with regular procedures would endanger life or property or threaten continuance of existing programs.
3. The federal awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from the town.
4. After solicitation of a number of sources, the town determines a competition is inadequate.

In addition to standard procurement policy and procedures, the town will document the grounds for using the non-competitive method in lieu of an otherwise required competitive method of procurement, which may include written confirmation from the contractor as the sole source of the item. Documentation must be submitted to and maintained by the Finance Department/School Business Office.

All non-competitive proposals will ultimately be approved by the governing board. The town may utilize legal advice from counsel regarding non-competitive proposals.

A cost or price analysis will be performed for non-competitive proposals when the price exceeds \$150,000.

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR Sec 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or request for proposals must be excluded from competing for such procurements.

Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Non-competitive pricing practices between firms or between affiliated companies.
4. Non-competitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
7. Any arbitrary action in the procurement process.

In addition, state and Federal Agency may require the following to ensure adequate competition. It will be the responsibility of the Grant Manager to inform the Town Administrator/School Superintendent when the following requirements are stipulated by grant agreement and/or regulation:

Minority Businesses, Women's Business Enterprises, Labor Surplus Area Firms

The town must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (2 CFR Sec. 200.321)

1. Placing qualified small and minority business and women's business enterprises on the solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
4. Establishing delivery schedules, where requirements permit, which encourage participation of small and minority businesses and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contractor, if subcontracts are let, to take the affirmative steps listed above.

Geographic Preferences Prohibited

The town must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Prequalified Lists

The town must ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the town must not preclude potential bidders from qualifying during the solicitation period.

Solicitation Language

The town must ensure that all solicitations incorporated a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids and proposals.

Avoiding Acquisition of Unnecessary or Duplicate Items

The town must avoid the acquisition of unnecessary or duplicate items. Additionally, consideration must be given to consolidating or breaking out procurement to obtain a more economical purchase; and, where appropriate, an analysis must be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. Such considerations are accessible in the procedure attached to the Allowability of Costs – Federal Programs.

Use of Intergovernmental Agreements and Cooperative Purchasing

To foster greater economy and efficiency, the town enters into state and local intergovernmental agreements where appropriate for cooperative purchasing or use of common or shared goods and services, as permitted by Massachusetts General Law.

When procuring supplies or services for federally funded purposes to which the Uniform Grant Guidance applies, the town shall verify that the organization conducting the procurement pursuant to such agreements complies with the applicable requirements and standards of the Uniform Grant Guidance as outlined in this procedure.

Use of Federal Excess and Surplus Property

The town considers the use of federal excess and surplus property in lieu of purchase new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension

The town awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The town may not subcontract with or award sub-grants to any person or company who is debarred or suspended. For all contracts over \$25,000 the town verifies that the contractor with whom the town intends to do business is not excluded or disqualified. (2 CFR Part 200, Appendix II, and 2 CFR Sec. 180.220 and 180.300).

All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The Town Accountant/Director of Finance (School Department) will be responsible for verification. Such verification may include accessing the online federal System for Award Management (SAM) to determine whether any relevant party is subject to any suspension or debarment restrictions.

Maintenance of Procurement Records

The town must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

Maintenance of records of procurement will be governed by Massachusetts General Law and regulations of the Secretary of the Commonwealth.

Time and Material Contracts

The town may use a time and materials type contract only: (1) after determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.

Time and material type contract means a contract whose cost to the town is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general, and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit to the contractor for cost control and labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the town must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Settlement of Issues Arising Out of Procurements

The town alone is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluations, protests, disputes, and claims. These standards do not relieve the town of any contractual responsibilities under its contracts. Violations of law will be referred to local, state or federal authority having proper jurisdiction.

Protest Procedures to Resolve Disputes

The town maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency. Protest procedures will be acted on in accordance with current state law and regulations, established administrative regulations and the advice of counsel.

Grant Sub-recipient Monitoring Procedures – Federal Programs

In the event the town disperses federal funds received through a federal award to other entities and assigns responsibilities to the outside entity to conduct a portion of the work, the town shall be responsible for determining, on a case-by-case basis, whether the agreement with such entity places the outside entity in the role of a sub recipient receiving a sub award of federal funding, or the role of a subcontractor.

If the town grants sub awards of federal funding to other entities as sub recipient, the town shall be responsible for:

1. Evaluating the entity for risk of noncompliance to determine appropriate monitoring practices.
2. Monitoring the sub recipient entity's implementation to ensure compliance with federal, state, and local laws, conditions of the federal funding award, and policy and procedures.
3. Notifying the sub recipient entity of identified deficiencies found during the monitoring process and ensuring that identified deficiencies are corrected.
4. Documenting and retaining records on sub recipient identification, notification, evaluation, monitoring and corrective actions taken.

Definitions

For purposes of policies and procedures related to federal programs, the following definitions shall apply:

Contract – a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under federal award. The term as used here does not include a legal instrument, even if the entity considers it a contract, when the substance of the transaction meet the definition of a federal program award or sub award. (2 CFR 200.22)

Contractor – an entity that receives a contract, as defined in law and regulations, by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. (2 CFR 200.23)

Pass-through entity – a non-federal entity that provides a sub award to a sub recipient to carry out part of a federal program. The town serves as the pass-through entity in cases where it awards federal funding to a sub recipient as defined in this procedure. (2 CFR 200.74)

Sub award – an award provided by a pass-through entity to a sub recipient in order to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A sub award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR 200.92)

Sub recipient – a non-federal entity that receives a sub award to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. (A sub recipient may also be a recipient of other federal awards directly from a federal awarding agency.) (2 CFR 200.93)

Sub recipient Versus Contractor - the town must determine, on a case-by-case basis, whether an entity receiving funds from the town as part of a federal funding program serves in a role of sub recipient or contractor. (2 CFR 200.330)

The Town Accountant/Director of Finance & Operations (School Department) shall be responsible for analyzing the criteria listed in the below chart below and evaluating the relationship with the entity based on the substance of the legal agreement, rather than the form of the agreement. The Town Accountant/Director of Finance & Operations (School Department) may consult with counsel or other qualified counsel in making such determination.

Sub recipient

- Creates a Federal assistance relationship
- Determines who is eligible to receive what Federal assistance
- Has its performance measured in relation to whether objectives of the Federal program were met
- Has responsibility for programmatic decision making
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity (PTE)

Contractor

- Purpose is to obtain goods and services for the non-Federal entity's own use and creates a procurement relationship
- Provides the goods and services within normal business operations
- Provides similar goods or services within to many different purchasers
- Normally operates in a competitive environment
- Provides goods and services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, through similar requirements may apply for other reasons

The town shall notify sub recipients that they have been identified as a sub recipient and that the funding qualifies as a sub award. The town shall provide the sub recipient with the following information as specified at 2 CFR 200.331 (a) regarding the federal funding award, and any subsequent changes:

1. Federal Award Identification information, including:
 - a. Sub recipient name (which must match the name associated with its unique entity identifier);
 - b. Sub recipient's unique entity identifier;
 - c. Federal Award Identification Number (FAIN);
 - d. Federal Award Date (see 2 CFR 200.39 federal award date) of award to the recipient by the federal agency;
 - e. Sub award Period of Performance Start and End Date;

- f. Amount of Federal Funds Obligated by this action by the pass-through entity to the sub recipient;
 - g. Total Amount of Federal Funds Obligated to the sub recipient by the pass-through entity including the current obligations;
 - h. Total Amount of the Federal Award committed to the sub recipient by the pass-through entity;
 - i. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - j. Naming the federal awarding agency, pass-through entity, the contact information for the awarding official of the pass-through entity;
 - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each federal award and the CFDA number at time of disbursement;
 - l. Identification of whether the award is R & D; and
 - m. Indirect cost rate for the federal award (including if the de Minimis rate is charged per 2 CFR 200.414 Indirect (F & A) costs).
2. All requirements imposed by the pass-through entity on the sub recipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award;
 3. Any additional requirements that the pass-through entity imposes on the sub recipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 4. An approved federally recognized indirect cost rate negotiated between the sub recipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the sub recipient (in compliance with this part), or a de Minimis indirect cost rate as defined in 2 CFR 200.414 Indirect (F & A) costs, paragraph (f);
 5. A requirement that the sub recipient permit the pass-through entity and auditors to have access to the sub recipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 6. Appropriate terms and conditions concerning closeout of the sub award.

Evaluation of Risk

The town shall evaluate each sub recipient's risk of noncompliance with the law, regulations and the terms and conditions of the sub award to determine appropriate monitoring practices. (2 CFR 200.331)

The Town Administrator/School Superintendent or designee shall be responsible for evaluating risk based on the following factors:

1. The sub recipient's prior experience with the same or similar sub awards;
2. The results of previous audits, including whether the sub recipient receives a single audit and the extent to which the same or similar sub award has been audited;
3. Whether the sub recipient has new personnel, or new or substantially changed systems and processes;
4. The extent and results of any federal award agency's monitoring of the sub recipient.

The town administrator/school superintendent or designee shall request adequate documentation from the sub recipient to conduct the evaluation risk; such documentation may include, but shall not be limited to, audit reports, financial reports, policy and procedures, and detailed descriptions or users' guides of current systems and processes. The town shall evaluate sub recipients for risk of noncompliance as specified in the legal agreement or contract. Based on the results of the risk evaluation, the town may consider imposing specific conditions on implementation of the sub award, in accordance with applicable laws and regulations. (2 CFR 200.207, 200.331)

Monitoring

The town shall monitor the implementation and activities of each sub recipient as necessary to ensure that the sub award is used for authorized purposes, in accordance with law, regulations and the terms and conditions of the sub award. The town shall notify sub recipients of monitoring requirements, and may provide technical assistance to sub recipients in complying with the monitoring requirements.

As part of the monitoring process, the town shall complete the following steps: (2 CFR 200.331)

1. Review financial and performance reports required by the district.
2. Follow-up and ensure that the sub recipient takes timely and appropriate action on all deficiencies pertaining to the sub award detected during monitoring through audits, on-site reviews and other means.
3. Issue a management decision for audit findings pertaining to the sub award provided to the sub recipient, in accordance with applicable law and regulations. (2 CFR 200.521)

Monitoring –

The town administrator/school superintendent or designee shall be responsible for monitoring of sub recipients. Monitoring activities may include, but shall not be limited to:

1. Review of progress reports, financial reports and data quality.
2. On-site visits.
3. Review of federal or state debarment lists.
4. Review of other agreed-upon procedures specified in the legal agreement or contract (2 CFR 200.425)

The town shall verify that sub recipients are audited as required by applicable law and regulations. (2 CFR 200.331, 2 CFR 200.500-200.521)

Follow-Up Actions –

The town administrator/school superintendent or designee shall provide sub recipients with written documentation detailing their monitoring results and listing any identified deficiencies. The town shall consider whether the results of monitoring indicate the need to revise existing policy and procedures. (2 CFR 200.331)

The town shall require sub recipients to develop a corrective action plan to address other identified deficiencies or noncompliance issues; such plan shall be submitted to the town within sixty (60) days and the town shall evaluate and monitor the activities taken by the sub recipient under the corrective action plan. The town may provide technical assistance and/or training to sub recipients in complying with corrective action requirements.

The town administrator/school superintendent or designee shall maintain all documentation on monitoring of sub recipients and corrective action taken during the monitoring process.

The town shall report issues of noncompliance to the appropriate federal agency where required by law, regulations, or requirements of the federal funding program.

Remedies for Noncompliance –

When monitoring activities identify issues of noncompliance that are not addressed through corrective action, the town may take the following actions: (2 CFR 200.331, 200.338)

1. Impose specific conditions on the sub recipient, in accordance with applicable law and regulations. (2 CFR 200.207)
2. Temporarily withhold cash payments, in accordance with applicable law and regulations.
3. Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance.
4. Wholly or partially suspend or terminate the agreement for the federal award.
5. Recommend that the federal agency initiate suspension or debarment proceedings.
6. Withhold further awards or agreements for the project or program.
7. Take other remedies legally available, in consultation with counsel.

Records Retention

The Town Accountant/Director of Finance (School Department) shall ensure that all documentation regarding sub recipient identification, notification, evaluation, monitoring activities and corrective action is maintained in accordance with Massachusetts General Law.

Records shall be retained in accordance with applicable law, regulation, specific requirements of the federal program and the Commonwealth of Massachusetts records retention schedule. (2 CFR 200.333-200.337)

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: TOWN OF MEDFIELD (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 459 Main St Medfield, MA 02052		Business Mailing Address: PO Box 1025, Stow, MA 01775	
Contract Manager: Chief William C. Carrico II	Phone: 508-359-2323	Billing Address (if different):	
E-Mail: wcarrico@medfield.net	Fax: 508-359-2212	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000191876		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-12111900000000001901	
		RFR/Procurement or Other ID Number: FY20 turnout gear grant	
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u> Prior </u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>	
<p>The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>			
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$2,484.00 _____.</p>			
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>			
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This contract is for funds awarded under the Department of Fire Services' FY20 Firefighter Turnout Gear (PPE) Grant. Funds may only be used for the grant Priority 1 purchase of hoods and gloves. Funds for this program will be disbursed on a reimbursement basis only. Satisfactory proof of purchase and a final grant report will be required before funds are released.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of June 30, 2020____, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: _____</p> <p>Print Title: <u>Chair, Medfield Board of Selectmen</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____</p> <p style="text-align: center;">(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>David Clemons</u></p> <p>Print Title: <u>Director of Operations</u></p>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May 2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Kristine Tricweiler	Town Administrator

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

Signature

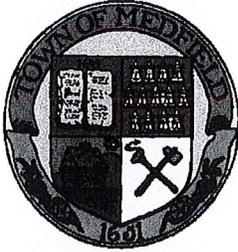
Date:

Title: Chair. Board of Selectmen Telephone: 508-906-3011

Fax: 508-359-6182 Email: KTRIEWEILER@Medfield.net

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

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



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

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

(508) 906-3027

No. 1376

December 11, 2019

Decision of the Board of Appeals on the petition of: Christopher & Katherine Murray

Property Owned by: Christopher & Katherine Murray

Location of Property: 15 Turner Hill Road, Medfield, MA

Norfolk County Registry District of Deeds: Book: 11220 Page: 688

Medfield Assessors' Record: Map: 23 Lot: 051

Zoning District: Residential Town (RT)

RECEIVED
TOWN OF MEDFIELD, MASS
2019 DEC 20 A 8:24
OFFICE OF THE
TOWN CLERK

By Application dated November 7, 2019, which was filed with the Board of Appeals on the same date, Christopher & Katherine Murray, 15 Turner Hill Road, Medfield, MA 02052 (hereinafter the "Applicants") seek a Modification of ZBA Decision #1287 for the pool setback from 24.84' (as approved) to 22.8' (as constructed). The property is located at 15 Turner Hill Road; Assessors' Map 23, Lot 051; RT Zoning District (hereinafter the "Property").

Notice of the Application was published in the *Medfield Press* on November 22, 2019 and November 29, 2019. A public hearing was held in accordance with said notice on Wednesday, December 11, 2019. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town Boards and officials and to the Planning Boards of neighboring towns. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision.

FINDINGS OF FACT

Based on the evidence presented at the hearing, and the Assessor's records which are a part of the file, the Board makes the following Findings of Fact:

1. The Property is located at 15 Turner Hill Road, Medfield, Massachusetts. The Property has an area of approximately 46,162 square feet of land and there is a single family dwelling on site.
2. The Property is located in the Residential Town (RT) zoning district and is shown on Assessor's Map 23, Lot 051, and is not located in the Aquifer Protection Overlay District.
3. The ZBA, in Decision #1287, approved a Special Permit for the proposed pool and pool apron to extend within the rear yard setbacks no closer than 24.84' where a rear setback of 50' is required, thus requiring a special permit per Zoning Bylaw Section 6.2.T.
4. When constructed, the location of the pool was incorrectly measured so that the rear setback measures 22.8' from the rear property line (the contractors measured on the slope rather than level); therefore the applicant requires a modification of approval.
5. Plan of Record: "Pool As-Built; Prepared by: Colonial Engineering, Medway, MA; Dated: August 16, 2019; Scale: 1" = 40'

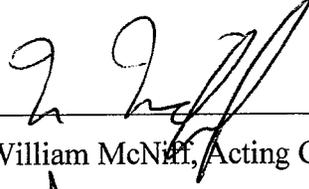
DECISION

Based on the Findings of Fact set forth above, the Board grants the Application of Christopher & Katherine Murray for a Modification of ZBA Decision #1287 for the pool setback from 24.84' (as approved) to 22.8' (as constructed) for property located at 15 Turner Hill Road, Assessors Map 23, Lot 051 with the following conditions:

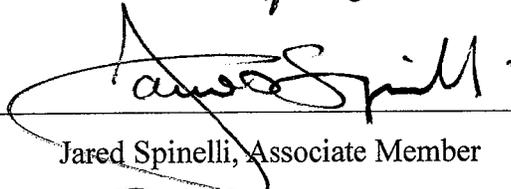
1. With the exception of Condition #1, all previous conditions from Decision # 1287 remain in effect.

THIS DECISION WAS UNANIMOUS.

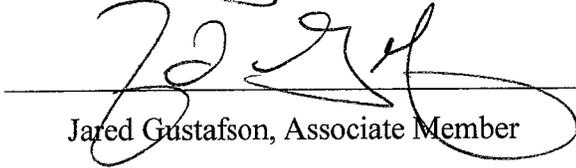
MEDFIELD ZONING BOARD OF APPEALS



William McNiff, Acting Chairman



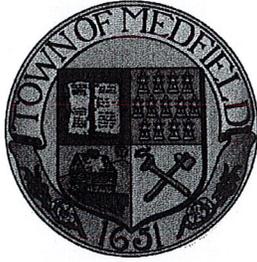
Jared Spinelli, Associate Member



Jared Gustafson, Associate Member

JOHN J. MCNICHOLAS, CHAIRMAN, MICHAEL WHITCHER, MEMBER, AND CHARLES PECK, ASSOCIATE MEMBER, DID NOT SIT ON THE BOARD AT THE PUBLIC HEARING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

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



TOWN OF MEDFIELD

Office of the

BOARD OF APPEALS

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

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

No. 1377

December 11, 2019

Decision of the Board of Appeals on the petition of: Paul Tibets

Property owned by: Paul Tibets

Location of Property: 13 Tamarack Road, Medfield, Massachusetts

Norfolk County Registry of Deeds Land Court: Certificate #194265

Medfield Assessors' Record: Map: 66 Lot: 023

Zoning District: Residential Suburban (RS) w Partial Primary Aquifer Overlay

RECEIVED
TOWN OF MEDFIELD, MASS
2019 DEC 20 A 8:26
OFFICE OF THE
TOWN CLERK

By application dated November 6, 2019 (the "Application"), which was filed with the Board of Appeals on the same date, Paul Tibets, 13 Tamarack Road, Medfield, MA 02052 (the "Applicant") seeks a variance under MGL Chpt. 40A §10 for the construction of a 22'x26' addition into the setback facing the unconstructed portion of Emerson Road (Medfield Zoning Bylaw §300 Attachment 2 (Table of Area Regulations) and from §300-9.2.F) and a special permit for a Family Apartment pursuant to Medfield Zoning Bylaw §300-14.10.I.(3). The property is located at 13 Tamarack Road; Assessors' Map 66 Lot 023; RS Zoning District with partial Primary Aquifer Overlay (hereinafter the "Property").

Notice of the Application was published in The Press on November 22, 2019 and November 29, 2019 and a public hearing was held on Wednesday, July 8, 2015. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town boards and officials and to the planning boards of abutting towns. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision.

FINDINGS OF FACT

Based on the evidence presented at the hearing, the Board makes the following Findings of Fact:

1. The Property is situated at 13 Tamarack Road, Medfield, Massachusetts and is shown on Assessors' Map 66 as Lot 023 in the RS Zoning District with partial Primary Overlay District.
2. The Property is contains approximately 20,822 square feet. The existing dwelling at the Property is a SE/SL-style dwelling constructed about 1965.
3. The proposed addition consists of a 22.5'x26' space and includes two bedrooms on the basement level and a master bedroom and bathroom on the first floor.
4. The proposed family apartment would be comprised of the lower level of the dwelling and contain two bedrooms, family room, bathroom, and kitchen.
5. The Applicant, his wife, and stepson plan to occupy the first floor and the Applicant's daughter and granddaughter plan to occupy the proposed family apartment in the lower level.
6. The Property is subject to §300-6.2.B. which states, "For purposes of determining setback requirements, both yards of a corner lot that front on a street shall be considered front yards on the street on which they are located."
7. Emerson Road was accepted by the Town of Medfield in 1963 and this undeveloped stub currently exists as a paper street.
8. The Property is surrounded by single family residential dwellings.
9. The Property is connected to town water and sewer.
10. Plans of Record:
 - a. Proposed Addition, 13 Tamarack Road; Prepared by: D. O'Brien Land Surveying, Franklin, MA; Date:10/8/19; Scale: 1"=20'
 - b. House Addition, 13 Tamarac Road; Prepared by: Donahue Architects Inc., Quincy, MA; Date: 10/2/19; Scale: varies

OPINION

With respect to the Application, a variance is necessary to allow an addition to the existing single family dwelling at property closer than the required 30 feet.

Massachusetts General Laws, Chapter 40A, Section 10 governs the power of this Board to issue variances. The relevant portion of the statute reads as follows:

The permit granting authority shall have the power after public hearing for which notice has been given by publication and posting as provided in section eleven and by mailing to all parties in interest to grant upon appeal or upon petition with respect to particular land or structures a variance from the terms of the applicable zoning ordinance or by-law where such permit granting authority specifically finds that owing to circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures, but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the ordinance or by-law would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial detriment to the public good and without nullifying or substantially derogating from the intent or purpose of such ordinance or by-law.

Section 300-14.11 of the Medfield Zoning By-Law simply notes that the Board's power to grant variances is governed by Massachusetts General Laws, Chapter 40A. Accordingly, the Applicant cannot obtain a variance in this proceeding unless the requirements of the statute are satisfied.

Variances are not a matter of legal right. Ferrante v. Board of Appeals of Northampton, 345 Mass. 158 (1961) and the Supreme Judicial Court has made it plain that variances are to be granted sparingly. Planning Board of Springfield v. Board of Appeals of Springfield, 355 Mass. 460 (1969). Thus, this Board must apply conservatively the provisions of Massachusetts General Laws, Chapter 40A, Section 10, which sets forth the statutory conditions for the grant of a variance. It is also important to note that all of the conditions of the statute must be found to exist before this Board can grant a variance. Blackmon v. Board of Appeals of Barnstable, 334 Mass. 466 (1956); Bottomley v. Board of Appeals of Yarmouth, 354 Mass. 474 (1968).

The current setback requirement is 30 feet and is adjacent to an undeveloped portion of Emerson Road. In this instance, we believe the Applicant satisfies the statutory standards for the grant of a variance. First, the encroachment of the structure into the

required front setback is unique and does not affect generally the zoning district in which the structure is located due to the undeveloped nature of the stub of Emerson Road.

Second, absent the grant of a variance in order to comply with the setback requirements, the Applicant would have to remove a number of mature trees and substantial interior renovations with far greater costs. Without question, such action would result in financial hardship to the Applicant.

Finally a variance can be granted without nullifying or substantially derogating from the intent or purpose of the zoning by-law. Given the nature of the encroachment, the setback violation is not readily visible, and neighboring residents would not be affected by the grant of a variance. There was no neighborhood opposition to the proposal and in fact one neighbor wrote in support, which further strengthens our conclusion that the purposes of the Zoning By-law are not being violated. Accordingly, we believe the requested Variance is justified.

The Application for a Special Permit is governed by Sections 300-14.10.E and 300-14.10.I (3) of the By-Law. Section 300-14.10.E sets forth the general findings that must be made by the Board before a Special Permit may be issued, and Section 300-14.10.I (3) sets forth the specific findings and conditions for a Family Apartment. To follow is a discussion of those required findings.

Section 300-14.10.E (1). Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing. The proposed addition will match the existing dwelling with wood shingles and matching windows. The family apartment is proposed in a portion of an existing permitted structure with an additional approved by this decision. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (2). Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood. The Board so finds that there is adequate off-street parking for one additional vehicle.

Section 300-14.10.E (3). Drainage, utilities and other infrastructure are adequate

or will be upgraded to accommodate development. The Property is connected to town water and sewer. There is no evidence of drainage problems at the Property and the proposed lot coverage does not exceed the maximum allowed under the Bylaw. Therefore, the Board finds this condition is satisfied.

Section 300-14.10.E (4). The proposed use will not have any significant adverse effect upon properties in the neighborhood, including property values. The proposed use as a Family Apartment should not have any noticeable impact on the day-to-day activities at the Locus and may add to the value of the property. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (5). Project will not adversely affect or cause substantial damage to any environmentally significant natural resource, habitat, or feature or, if it will, proposed mitigation, remediation, replication, or compensatory measures are adequate. The Property contains no significant environmental features. One tree and some bushes are proposed to be removed; the Board finds that this condition is satisfied.

Section 300-14.10.E (6). Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates. The proposed use is architecturally and aesthetically consistent with other structures in the neighborhood. A Family Apartment located within the dwelling will not generate excessive noise, light or odor. The use as a Family Apartment will not give rise to a nuisance. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (7). Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive. The Locus is connected to Town water and therefore has adequate potable water for a Family Apartment and will not cause excessive use of water and sewer. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (8). The Proposed use will not create any hazard to public safety or health in the neighborhood. The proposed use as a Family Apartment will be totally consistent with the health and public safety conditions presently exist in the neighborhood. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (9). If public sewerage is not provided, plans for on-site sewage disposal systems are adequate and have been approved by the Board of Health. The Locus is connected to Town sewer. Therefore, the Board finds that this condition is satisfied.

The Board turns now to the requirements of Section 300-14.10.I (3) of the By-Law relating to Family Apartments. That Section permits:

... Family Apartments in residential districts, and in the business district, to provide housing for family members within the home of another member of their family when situations such as the age, physical condition or financial circumstances of a member of the family of a person occupying what would otherwise be a single-family dwelling make it necessary or desirable for the establishment of separate living quarters within that dwelling for said family member.

The proposed occupants of the Family Apartment will be Stephanie Tibets and Fiona Prakapus (daughter and granddaughter of the Applicant). Due to financial issues it is desirable for them to live with the Applicant, but all members of the family would like to continue living independently in their own separate quarters. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.I (3) further provides that the Board may grant the Special Permit for a Family Apartment if it finds that the “use is aesthetically consistent with other structures in the neighborhood and that said use is consistent with the purpose of this Section as set forth above”.

The Applicants’ plans present an attractive and proportional concept that does not result in the proposed building being out of character with the neighborhood. Therefore, we find that the proposed construction to include the use as a Family Apartment will be

aesthetically consistent with other structures in the neighborhood and consistent with the purpose of this Section.

Finally, Section 300-14.10.I (3) states that Special Permits for Family Apartments may be issued subject to conditions the Board deems appropriate and shall terminate upon the happening of certain specified events. We have incorporated such conditions within our decision as set forth below. With respect to the use of the proposed Family Apartment, we have limited such use to Stephanie Tibets and Fiona Prakapus.

The Board, having made all of the required findings under Sections 300-14.10.E and 300-14.10.I (3) of the Medfield Zoning By-Law, concludes that a Special Permit is warranted by the Application and the evidence produced at the public hearing.

DECISION

Based on the foregoing, the Board grants the Application of the Paul Tibets for relief from the Table of Area Regulations adopted in accordance with § 300-6.2 of the Medfield Zoning Bylaw for encroachment into front setback on a corner lot and for a Special Permit for a Family Apartment. This relief is conditioned expressly for 13 Tamarack Road subject to the following conditions:

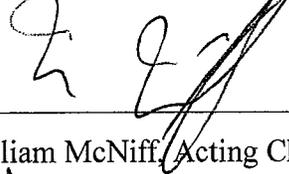
1. The construction shall be completed substantially as set forth in the materials submitted with this Application.
2. The Applicant will obtain all permits required by the Town of Medfield and the Commonwealth of Massachusetts for the proposed construction.
3. The Special Permit for the Family Apartment is expressly limited to occupancy by Stephanie Tibets and/or Fiona Prakapus.
4. The Special Permit for the Family Apartment shall terminate upon the happening of any of the following events:
 - a. Sale of the Locus; or
 - b. Death of person occupying the Family Apartment as identified in paragraph 3 above; or
 - c. Permanent change of domicile by the Applicants to some other location either within the Town of Medfield or elsewhere; or

- d. Permanent change of domicile by person occupying the Family Apartment as identified in paragraph 3 above from said Family Apartment to some other location either within the Town of Medfield or elsewhere.
5. In order to keep the Special Permit in full force and effect, the Applicants shall file annually with the Building Commissioner, on or before January 31 of each year, an affidavit under the pains and penalties of perjury that Stephanie Tibets and/or Fiona Prakapus continue to reside within the Family Apartment.

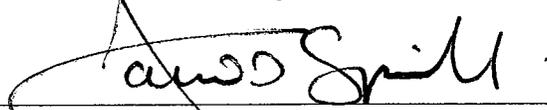
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THIS DECISION WAS UNANIMOUS.

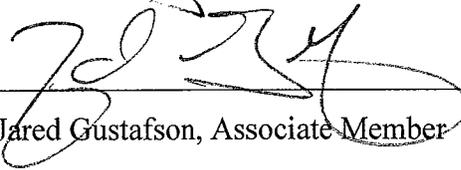
MEDFIELD ZONING BOARD OF APPEALS



William McNiff, Acting Chairman



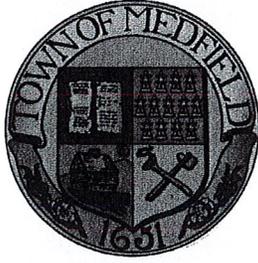
Jared Spinelli, Associate Member



Jared Gustafson, Associate Member

JOHN J. MCNICHOLAS, CHAIRMAN, MICHAEL WHITCHER, MEMBER, AND CHARLES PECK, ASSOCIATE MEMBER, DID NOT SIT ON THE BOARD AT THE PUBLIC HEARING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

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



(508) 906 - 3027

TOWN OF MEDFIELD

Office of the

Board of Appeals on Zoning

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

No. 1378

December 11, 2019

Decision of the Board of Appeals on the petition of: Sean & Kayla Mitchell

Property owned by: Sean & Kayla Mitchell

Location of Property: 9 Johns Ave, Medfield, MA

Norfolk County Registry of Deeds: Book: 34926, Page: 246

Medfield Assessors' Record: Map: 50 Lot: 012

Zoning District: Residential Urban (RU) with partial Secondary Aquifer Overlay

By application dated November 6, 2019 (the "Application"), which was filed with the Board of Appeals on November 12, 2019, Sean & Kayla Mitchell, 9 Johns Ave, Medfield, (applicants) seek a special permit under MGL Chpt. 40A §9 and/or Medfield Zoning Bylaw §300-9.1.C.2. and the Table of Area Regulations referenced in §300-6.2 of the Zoning Bylaw that the proposed work consisting of demolition of existing house and construction of new 4-BR home with attached two-car garage will not be substantially more detrimental to the neighborhood than the existing nonconforming nature; and/or a variance from Chapter 300 Attachment 3. The property is located at 9 Johns Ave; Assessors' Map 50 Lot 012; RU Zoning District with partial Secondary Aquifer Overlay.

Notice of the Application was published in the *Medfield Press* on November 22, 2019 and November 29, 2019. Notice of the Application and hearing was provided to the Applicant, to abutters, to appropriate Town boards and officials and to the planning boards of neighboring towns. A public hearing was scheduled in accordance with said notice on Wednesday, December 11, 2019. The minutes of the public hearing are available at Town Hall and on the Town website and are incorporated by reference into this decision.

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TOWN OF MEDFIELD, MASS
2019 DEC 20 A 8:22
OFFICE OF THE
TOWN CLERK

FINDINGS OF FACT:

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

1. The property is located at 9 Johns Ave; Assessors' Map 50 Lot 012; Residential Urban (RU) with partial Secondary Aquifer Overlay.
2. The Property consists of approximately 9,654 square feet. The RU Zoning District requires a minimum lot size of 12,000 square feet.
3. The Property as it currently exists does not meet the requirements of the Zoning Bylaw with respect to lot area, frontage, lot width, perfect square, front yard setback, side yard setback, and lot coverage. Since the proposed project is a complete teardown, a special permit is required. No new nonconformities are proposed and the existing setback violations are resolved in the proposed plan.
4. The Property is currently on well town water and sewerage.
5. According to the Assessors' Field Card, the Property currently contains a 2,080 square foot (960 sf finished area) single-family, ranch style dwelling that was constructed about 1950.
6. The Applicant proposes to demolish the existing dwelling on the Property and to construct in its place a four bedroom single-family dwelling with attached two-car garage.
7. The existing lot coverage is nonconforming at 17.5% and the proposed lot coverage is 29.4%. The maximum lot coverage allowable is 15% but may be increased to 30% with the installation of a system for artificial recharge of precipitation. The applicant proposes a roof runoff drywell.
8. Johns Avenue is an improved public road characterized by single-family homes in the vicinity of the Property.
9. Plans of Record:
 - a. Site Plan: Certified Plot Plan, 9 Johns Avenue; Prepared by: O'Driscoll Land Surveying, Co., Medway, MA; Date: Dec 14, 2018 rev Nov 7, 2019; Scale: 1" = 20'
 - b. Floor Plans and Elevations: "Sean & Kayla Mitchell" Date: 11/8/19; Scale: 1/4"=1'0".

OPINION:

Section 300-9.1.C.2 of the Bylaw states:

Any proposed extension, alteration, or change to a preexisting nonconforming single- or two-family dwelling that the Building Commissioner determines will increase the nonconforming nature of such structure shall require the granting of a special permit from the Board of Appeals. The Board of Appeals may grant a special permit if it determines that such extension, alteration, or change will not be substantially more detrimental to the neighborhood than the existing nonconforming structure.

Under §300-14.10.E of the Bylaw, “the Board of Appeals may grant a special permit if it concludes that such a permit is warranted by the application and the evidence produced at the public hearing, and if it makes the following specific findings of fact”:

Section 300-14.10.E (1). Overall design is consistent and compatible with the neighborhood, including as to factors of building orientation, scale, and massing. Taking into consideration the existing structures in the neighborhood and the fact that the proposed dwelling, albeit slightly larger, will conform to the setback requirements found in the Zoning Bylaw, the Board finds that this condition is satisfied.

Section 300-14.10.E (2). Vehicular traffic flow, access and parking and pedestrian safety are properly addressed such that the proposed use will not result in a public hazard due to substantially increased vehicular traffic or parking in the neighborhood. The Board finds that the proposed use is consistent with the existing use and will result in little if any increased parking or traffic.

Section 300-14.10.E (3). Drainage, utilities and other infrastructure are adequate or will be upgraded to accommodate development. In accordance with §300-16.7(8)(g), the proposed plan includes subsurface on-site drainage to be installed to infiltrate roof run-off.

Section 300-14.10.E (4). The proposed use will not have any significant adverse effect upon properties in the neighborhood, including property values. The Board has received no evidence to indicate that the proposed use would have any adverse effect upon property values in the neighborhood. In fact the replacement of the existing dwelling with a new appropriately-sized Cape-style home is unlikely to have an adverse effect on

the neighborhood. Therefore, the proposed use will not have any adverse effect on property values in the neighborhood.

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

Section 300-14.10.E (6). Number, height, bulk, location and siting of building(s) and structure(s) will not result in abutting properties being deprived of light or fresh air circulation or being exposed to flooding or subjected to excessive noise, odor, light, vibrations, or airborne particulates. Albeit a slightly larger dwelling, the proposed use is architecturally and aesthetically consistent with other structures in the neighborhood and will not generate excessive noise, light or odor; nor will give rise to a nuisance. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (7). Water consumption and sewer use, taking into consideration current and projected future local water supply and demand and wastewater treatment capacity, will not be excessive. The Locus will be connected to Town water and therefore has adequate potable water for a single family dwelling and will not cause excessive use of water and sewer. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (8). The Proposed use will not create any hazard to public safety or health in the neighborhood. The proposed use as a single family dwelling will be totally consistent with the health and public safety conditions presently exist in the neighborhood. Therefore, the Board finds that this condition is satisfied.

Section 300-14.10.E (9). If public sewerage is not provided, plans for on-site sewage disposal systems are adequate and have been approved by the Board of Health. The proposed use will not create any danger of pollution to public or private water facilities. The Property is within the Secondary Aquifer Overlay District and the Applicant will be connecting to town sewer. Accordingly, the Board finds that the proposed dwelling will

not create a danger of pollution to public or private water facilities.

Given the nature of the lot, the overall nature of the proposed plan, the setbacks contained in those plans, and the sizes and styles of the homes in the surrounding neighborhood, we conclude that the demolition of the existing dwelling and the construction of a larger single family dwelling is not more detrimental to the neighborhood than the existing non-conforming use of the property.

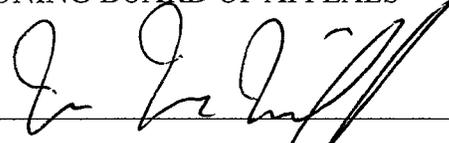
DECISION:

Based on the findings of fact and the opinions set forth above, the Board approves the application for a Special Permit for the Applicant's proposed demolition of the existing dwelling and construction of a new single-family dwelling and concludes that, as conditioned below, the proposed dwelling will not be substantially more detrimental to the neighborhood than the existing nonconforming structure,:

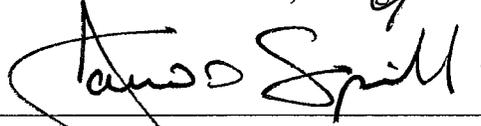
- 1.) All exterior lights shall be dark sky compliant. Any lighting installed as part of the project will be fully shielded and downward facing and installed in a way that will not impact neighboring homes.
- 2.) The proposed underground infiltration system shall be maintained to capture runoff equivalent in amount to that generated by the additional impervious surface generated by this project.
- 3.) The construction shall be completed substantially as set forth in the materials submitted with this Application, including the Plans.
- 4.) The Applicant shall obtain all necessary permits from all other Town Boards and commissions.

THIS DECISION WAS UNANIMOUS.

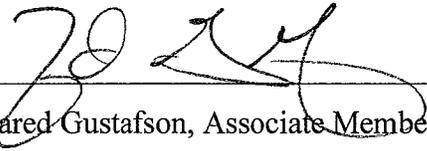
MEDFIELD ZONING BOARD OF APPEALS



William McNiff, Acting Chairman



Jared Spinelli, Associate Member



Jared Gustafson, Associate Member

JOHN J. MCNICHOLAS, CHAIRMAN, MICHAEL WHITCHER, MEMBER, AND CHARLES PECK, ASSOCIATE MEMBER, DID NOT SIT ON THE BOARD AT THE PUBLIC HEARING CONCERNING THIS MATTER NOR DID THEY PARTICIPATE IN THE DELIBERATIONS OF THE BOARD OR IN THIS DECISION.

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



TOWN OF MEDFIELD

BOARD OF APPEALS ON ZONING

459 Main Street
Medfield, MA 02052

ABUTTERS NOTICE

The Zoning Board of Appeals will hold a public hearing starting at 7:00 p.m. on Wednesday, January 8, 2020, at the Medfield Town House, 459 Main Street, to hear the following petition:

- **Thomas S. Curl (applicant/owner)** seeks a variance under MGL Chpt. 40A §10 for the installation of a 24 panel solar tracker into the front setback of a corner lot (Medfield Zoning Bylaw §300 Attachment 2). The property is located at 215 South Street; Assessors' Map 28 Lot 048; RT Zoning District.

The applications and plans may be viewed during regular business hours. All town boards and other interested parties wishing to be heard should appear at the time and place designated.

John J. McNicholas, Chairman
Board of Appeals on Zoning

THE PRESS

- December 20, 2019
- December 27, 2019

Most applications and plans are available on the Town's website:

www.town.medfield.net > Boards and Committee > Zoning Board of Appeals

Questions? Comments? Contact Sarah Raposa, Town Planner: (508) 906-3027 or sraposa@medfield.net

Note: Applications may be heard out of order at the Board's discretion