Select Board Meeting
Meeting Packet
April 30, 2024

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member

Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315
Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION

As of July 18, 2023

Jean Mineo

Applicants Name: Bellforge Arts Center Email: jmineo@bellforge.org

Street Address: 258 Main St. unit 1 Telephone: 617-877-5158

City/Town, State: MEDFIELD MA

Event and Purpose: arts and culture events, please see attached

Location of Event: Bellforge Arts Center, 45 Hospital Road

Date and Hours of Event: please see attached

Type of License Requested: All Alcohol ✓ Or Malt/Wine only ____

Sketch of Area Where Liquor to be Served attached: Yes ✓ No ___

Copy of Valid Bartender Trainings attached: Yes ✓ No ___

Copy of Certificate of Liability Insurance attached: Yes ✓ No ___

If Requested All Alcohol License, proof of non-profit status attached: Yes ✓ No ___

Jean Mineo
Signature of Applicant

4.3.2024
Date filed

Licensing Authority Signature

Date approved

Conditions: _____

Bellforge Arts Center

2024 Request for 1 day all-alcohol permits

#	Date and Time	Raindate	Service Area	Purpose
1	Sat. May 18: 11 am – 5 pm	May 19: 11 am – 5 pm	A	Art and Craft fair
2	Sat. June 1: 12 pm – 5 pm	Sun. June 2: 12 pm – 5 pm	A	FieldFest
3	Sun. June 9: 12 pm – 5 pm	None	A	Pride event
4	Sat. June 15: 12 pm – 5 pm	June 16: 12 pm – 5 pm	A	Spoken Word & Juneteenth
5	Wed. June 19: 5 pm – 8 pm	None	B	Live music
6	Wed. June 26: 5 pm – 8 pm	None	B	Live music
7	Wed. July 10: 5 pm – 8 pm	None	B	Live music
8	Wed. July 17: 5 pm – 8 pm	None	B	Live music
9	Sat. July 20: 5 pm – 8 pm	None	B	Shakespeare
10	Sun. July 21: 5 pm – 8 pm	None	B	Shakespeare
11	Wed. July 24: 5 pm – 8 pm	None	B	Live music
12	Sat. July 27: 5 pm – 8 pm	None	B	Shakespeare
13	Sun. July 28: 5 pm – 8 pm	None	B	Shakespeare
14	Mon. July 29: 5 pm – 9 pm	None	B	Live music
15	Wed. July 31: 5 pm – 8 pm	None	B	Live music
16	Wed. Aug. 7: 5 pm – 8 pm	None	B	Live music
17	Wed. Aug. 14: 5 pm – 8 pm	None	B	Live music
18	Wed. Aug. 21: 5 pm – 8 pm	None	B	Live music
19	Wed. Aug. 28: 5 pm – 8 pm	None	B	Live music
20	Sat. Sept 14: 3 pm – 8 pm	Sept. 15: 3 pm – 8 pm	A	Live music
21	Sat. Sept. 21: 3 pm – 8 pm	Sept. 22: 3 pm – 8 pm	A	Live music
22	Sat. Oct. 5: 3 pm – 8 pm	Oct. 6: 3 pm – 8 pm	A	Live music: Liz Longley
23	Sat. Oct. 19: 12 pm – 5 pm	Oct. 20: 12 pm – 5 pm	A	Oktoberfest
24	Sat. Oct. 26: 12 pm – 5 pm	Oct. 27: 12 pm – 5 pm	A	Oktoberfest

Bellforge
Arts Center

2024 One Day Liquor Permits: Sketch of Locations
Contact: Jean Mineo jmineo@bellforge.org

CERTIFICATE OF COMPLETION

This certifies that

Jean Mineo

is awarded this certificate for

TIPS Concessions Alcohol Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	09/05/2023	09/04/2026	000029631893

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS Concessions

CERTIFIED

Issued: 09/05/2023
Certificate #: 000029631893

Expires: 09/04/2026

Jean Mineo
258 Main Street Unit 1
Medfield MA 02052

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Serving Alcohol

is proud to present this certificate to

Jean Mineo

for successful completion of the online course

Massachusetts Alcohol Seller-Server Course

Pursuant to Massachusetts General Law Chapter 138

PERSONS COMPLETING THIS COURSE HAVE AGREED TO EXECUTE THE FOLLOWING POLICIES TO THE BEST OF THEIR ABILITIES.

* CARD ANY PERSON 35 YEARS OF AGE OR YOUNGER
* OBSERVE AND REPORT ANY CUSTOMER SHOWING SIGNS OF POSSIBLE IMPAIRED BEHAVIOR TO MANAGEMENT
* RESPOND IMMEDIATELY TO ANY POSSIBLE PROBLEM SITUATION
* DETERMINE THE PEOPLE ENTERING THE PREMISES TO CONSUME ALCOHOL ARE OF LEGAL ALCOHOL DRINKING AGE AND RECARD THEM IF THERE IS ANY QUESTION ABOUT THEIR AGE
* ENSURE A PERSON MATCHES THEIR VALID LEGAL IDENTIFICATION

Verify online at
servingalcohol.com

Verification Code

ICH3PShA3T

Date Issued

Feb 9th, 2023

VALID FOR 3 YEARS

Learn more about this wallet card at http://servingalcohol.com/wallet-card

Massachusetts Bartender License

Name: Jean Mineo

Certification Date: Feb 9th, 2023

Certificate Code: ICH3PShA3T

Verify Online: servingalcohol.com

Complies with ABCC Chapter 138

SERVING ALCOHOL INC

VALID FOR 3 YEARS

CERTIFICATE OF COMPLETION

This certifies that

John Francis Collins

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	08/31/2023	08/30/2026	ON-000029600636

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 08/31/2023

Expires: 08/30/2026

Certificate #: ON-000029600636

John Francis Collins

55 Adams Street

TIPS 360 TRAINING

Phone: 800-438-8477

www.gettips.com

TIPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Lou Masella

is awarded this certificate for

TIPS Concessions Alcohol Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	03/03/2023	03/02/2026	000028258477

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS® Concessions

CERTIFIED

Issued: 03/03/2023
Certificate #: 000028258477

Expires: 03/02/2026

Lou Masella
3 ALDER RD
Medfield MA 02052

TIPS® | 360 TRAINING™

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Patrick Floody

is awarded this certificate for

TIPS Concessions Alcohol Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	03/03/2023	03/02/2026	000028258476

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS® Concessions

CERTIFIED

Issued: 03/03/2023
Expires: 03/02/2026
Certificate #: 000028258476

Patrick Floody
15 Juniper Lande
Medfield MA 02052

TIPS® | 360 TRAINING™

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

CERTIFICATE OF COMPLETION

This certifies that

John Crichton

is awarded this certificate for

TIPS Concessions Alcohol Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	03/04/2023	03/03/2026	000028258478

Official Signature

THIS CERTIFICATE IS NON TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS Concessions

CERTIFIED

Issued: 03/04/2023
Certificate #: 000028258478

Expires: 03/03/2026

John Crichton
6 Flint Locke Lane
Medfield MA 02052

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

TIPS® | 360 TRAINING™
A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Emma Somol

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	07/12/2023	07/11/2026	ON-000029218131

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 07/12/2023
Certificate #: ON-000029218131

Expires: 07/11/2026

Emma Somol
11 Woodland Rd
Dover MA 02030

TIPS | 360 TRAINING™

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

CERTIFICATE OF COMPLETION

This certifies that

Claire McNulty

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	07/18/2023	07/17/2026	ON-000029292633

Official Signature

THIS CERTIFICATE IS NON TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS On-Premise

CERTIFIED

Issued: 07/18/2023
Certificate #: ON-000029292633

Expires: 07/17/2026

Claire McNulty
41 Blacksmith Drive
Medfield MA 02052

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2024

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

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

PRODUCER
Cleary Insurance Inc
226 Causeway Street
Boston MA 02114-2155

CONTACT NAME: Wendy Smith
PHONE (A/C, No, Ext): (617) 723-0700 FAX (A/C, No): (617) 723-7275
E-MAIL ADDRESS: wsmith@clearyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cultural Alliance of Medfield, Inc., DBA: Bellforge Arts Center
258 Main Street, Unit 1
Medfield MA 02052

COVERAGES **CERTIFICATE NUMBER:** 2024 Special Event **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EV136065	05/18/2024	10/27/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liablity	Y		EV136065	05/18/2024	10/27/2024	General Aggregate	$1,000,000
							each occurrence	$1,000,000

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

Town of Medfield Listed as an additional insured per written contract.
For event location 45 Hospital Road, Medfield, MA 02052

CERTIFICATE HOLDER

Town of Medfield
459 Main Street
Medfield MA 02052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 25 2015

CULTURAL ALLIANCE OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA 02052-0000

Employer Identification Number:
47-3735323
DLN:
26053570002115
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 4, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

CULTURAL ALLIANCE OF MEDFIELD

Sincerely,

Director, Exempt Organizations

Letter 5436

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423220055
Jan. 19, 2023 LTR 252C 0
47-3735323 000000 00
00007951
BODC: TE

CULTURAL ALLIANCE OF MEDFIELD
DBA BELLFORGE ARTS CENTER
% JEAN MINEO
459 MAIN ST
MEDFIELD MA 02052-2009

031100

Taxpayer Identification Number: 47-3735323

Dear Taxpayer:

Thank you for the inquiry dated Aug. 04, 2022.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Sincerely yours,

Cynthia Crowell

Cynthia J. Crowell
Department Manager, Entity

Enclosure(s):
Copy of this letter

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	Kathleen Derian
	• jmineo@bellforge.org	kathleenderian@gmail.com
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	none	
Event Summary	Fairy House Walk includes about 25 houses on Bellforge property plus a dozen vendors (10'x10' tents) and background music (no live musicians).	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. Vendors will set up their own 10 x 10 tents on Bellforge property. No barricades or security personnel needed. No additional tents anticipated.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Fairy House Walk
EVENT DATE	Sat. April 27
EVENT TIME	10 am – 3 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 2,000 over the 5 hour event duration
THEME	Fairy House, children's activities (face painting, magician)
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Free family friendly programs and activities

Food Service List Company Name and Contact Number	Bellforge will host food trucks: Ribpublic (Dave Costabile dave@ribpublicbbq.com), Hot Dog Wagon (Steve Scanlon stephenscanlon@verizon.net), Clarkes Cakes and Cookies (clarkek2018@outlook.com) and Chubs Ice Cream Truck (jkovacs0f@nobles.edu) will drive through.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	EVENT PLANNERS		CLIENT	
		Jean Mineo		
		PRINTED NAME		PRINTED NAME
		Lauren		
		SIGNATURE		SIGNATURE
		4/24/27		
		DATE		DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	none	
Event Summary	Fun at the 'Forge features kids/teens and adults selling their creative products at Bellforge with family friendly activities including face painter, magician, science experiments and miniature therapy pony.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. Vendors will set up their own 10 x 10 tents on Bellforge property. No barricades or security personnel needed. No additional tents anticipated.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Fun at the 'Forge
EVENT DATE	Sat. May 4 (raindate May 5)
EVENT TIME	10 am – 2 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 500
THEME	Family friendly activities geared toward children
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Family friendly activities geared toward children

Food Service List Company Name and Contact Number	Bellforge will host a food truck Ribpublic ((Dave Costabile dave@ribpublicbbq.com) and Clarke's Cakes and Cookies (clarkek2018@outlook.com).
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	EVENT PLANNERS		CLIENT	
		Jean Mineo		
		PRINTED NAME		PRINTED NAME
		SIGNATURE		SIGNATURE
		4/24/2024		
		DATE		DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Paul Armstrong (Bellforge Dir. of Programs)	Rich Purnell (New Life Furniture Bank)
	• Paul@thisisredefined.com	Rich@newlifefb.org
	• 617-480-4900	508-847-5200
Anticipated Road Closures	TBD from New Life Furniture Bank (5K road race) or Soles of Medfield (10k road race) Additional contact: Adam Graber **/ Soles of Medfield** agraber13@gmail.com	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	none	
Event Summary	Bellforge is providing background music. New Life Furniture Bank and Soles of Medfield are combining their annual fund raising runs to begin and end at Bellforge. They provide the racewire (tracks runners) and barricades at the starting line.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed. No additional tents anticipated.	

Please Provide Site or Route Information for Parades/Road Races Etc.	Provided by New Life and Soles of Medfield? Bellforge is not coordinating the races.

EVENT NAME	Fitness at the 'Forge
EVENT DATE	Sat. May 11
EVENT TIME	9 am – 12 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	5K and 10K road races, plus children's fun run
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Fund raising events for New Life Furniture Bank and Soles of Medfield

Food Service List Company Name and Contact Number	No food trucks on site
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	EVENT PLANNERS		CLIENT	
		Jean Mineo		
		PRINTED NAME		PRINTED NAME
		SIGNATURE		SIGNATURE
		4/24/2024		
		DATE		DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 11 am – 5 pm	
Event Summary	Bellforge presents 46 arts and crafts vendors on its property. Vendors bring their own 10x10 tents.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. Vendors will set up their own 10 x 10 tents on Bellforge property. No barricades or security personnel needed. No additional tents anticipated.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Forge+
EVENT DATE	Sat. May 18 raindate: Sun May 19
EVENT TIME	10 am – 4 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 500
THEME	Arts and crafts vendors selling their products, Bellforge provides background music (no live musicians)
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Show and sell range of hand crafted products from local/regional makers and artists.

Food Service List Company Name and Contact Number	Bellforge will host a food truck: Joey D's Wings and Things.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol (12 pm – 5 pm)	
Event Summary	FieldFest features local live musical acts: The Benjis, Michael Kane & The Morning Afters, Baxter Hall, Ruby Golden Tiger	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No additional tents or barricades anticipated.	

Please Provide Site or Route Information for Parades/Road Races Etc.	None

EVENT NAME	FieldFest
EVENT DATE	Sat. June 1, raindate Sun. June 2
EVENT TIME	12 pm – 5 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 400
THEME	Local live music
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase live music from the region

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location Ribpublic (Dave Costabile dave@ribpublicbbq.com) and Bandit Baking.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 12 pm – 5 pm	
Event Summary	Celebration of diversity and the LGBTQ+ community featuring live music including: Providence Drum Troupe, DJ ALL 4 U, and Velvet Dreaming	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Pride Festival
EVENT DATE	Sun. June 9, 2024, no raindate
EVENT TIME	12 pm – 5 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 400
THEME	Celebration of diversity and LGBTQ+ community
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Celebration of diversity and LGBTQ+ community

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Bandit Baking, Birds Nest Food Truck and Trolley Dogs (Jerry Dente: trolleydogs@hotmail.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 12 pm – 5 pm	
Event Summary	Unspoken celebrates Black Stories with art, music, and spoken word during our annual Juneteenth Celebration, curated by Amanda Shea. Performances by Brandie Blaze, Zaay, HeySis, Trend N Motion (dancers); Da Truth, J Rose, D Ruff, Cloudy (poets)	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Juneteenth: Unspoken
EVENT DATE	Sat. June 15, raindate Sun. June 16
EVENT TIME	12 pm – 5 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 400
THEME	Celebration of black artists and stories
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Celebration of black artists and stories

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Trolley Dogs (Jerry Dente: trolleydogs@hotmail.com) and vendor Clarkes' Cakes and Cookies (clarkek2018@outlook.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Two live music performances.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Summer Sounds
EVENT DATE	Wed. June 19, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music, 2 performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Two live music performances.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Summer Sounds
EVENT DATE	Wed. June 26, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music, 2 performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo	CLIENT	
	PRINTED NAME		PRINTED NAME
	SIGNATURE		SIGNATURE
	4/24/2024		
	DATE		DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Two live music performances.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Summer Sounds
EVENT DATE	Wed. July 10, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music, 2 performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	Steve Small, DIrector
	• jmineo@bellforge.org	pklstevesmall@comcast.net
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Gazebo Players present Shakespeare production	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Names and Contact Information	
Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Shakespeare
EVENT DATE	Sat. July 20, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 150
THEME	Theatrical performance
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Presentation of Shakespeare by Gazebo Player at Bellforge

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	

4/24/2024	
DATE	DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	Steve Small, DIrector
	• jmineo@bellforge.org	pklstevesmall@comcast.net
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Gazebo Players present Shakespeare production	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Names and Contact Information	
Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Shakespeare
EVENT DATE	Sun. July 21, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 150
THEME	Theatrical performance
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Presentation of Shakespeare by Gazebo Player at Bellforge

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	

4/24/2024	
DATE	DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Two live music performances.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Summer Sounds
EVENT DATE	Wed. July 24, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music, 2 performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	Steve Small, DIrector
	• jmineo@bellforge.org	pklstevesmall@comcast.net
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Gazebo Players present Shakespeare production	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Names and Contact Information	
Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Shakespeare
EVENT DATE	Sat. July 27, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 150
THEME	Theatrical performance
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Presentation of Shakespeare by Gazebo Player at Bellforge

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
	EVENT PLANNERS	Jean Mineo	CLIENT		
		PRINTED NAME		PRINTED NAME	
		SIGNATURE		SIGNATURE	

4/24/2024	
DATE	DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	Steve Small, DIrector
	• jmineo@bellforge.org	pklstevesmall@comcast.net
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Gazebo Players present Shakespeare production	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Names and Contact Information	
Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Shakespeare
EVENT DATE	Sun. July 28, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 150
THEME	Theatrical performance
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Presentation of Shakespeare by Gazebo Player at Bellforge

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	

4/24/2024	
DATE	DATE

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	David Vaughn
	• jmineo@bellforge.org	david@ilenebealfoundation.org
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	Yes (May 31 – July 28)	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 9 pm	
Event Summary	Live music performance, benefit concert	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Benefit Concert
EVENT DATE	Monday, July 29, no raindate
EVENT TIME	5 pm – 9 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 300
THEME	Live music
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians, fund raising event for area arts centers which will sell tickets to the performance and keep the proceeds.

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location TBD.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Two live music performances.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Summer Sounds
EVENT DATE	Wed. July 31, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music, 2 performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location: Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	none	
Event Summary	Rehearsal for Life theater summer camp (ages 7 – 18) presents their original production	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Rehearsal for Life performance
EVENT DATE	Fri. Aug. 2, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 100
THEME	Youth theater performance
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase original youth theater production

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD. Bellforge will secure board of health permit and approval.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	none	
Event Summary	Rehearsal for Life theater summer camp (ages 7 – 18) presents their original production.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Rehearsal for Life performance
EVENT DATE	Sat.. Aug. 3 no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 100
THEME	Youth theater performance
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase original youth theater production

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD. Bellforge will secure board of health permit and approval.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
	EVENT PLANNERS	Jean Mineo	CLIENT		
		PRINTED NAME		PRINTED NAME	
		SIGNATURE		SIGNATURE	
		4/24/2024			
		DATE		DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Locally grown features 2 live musical performances, this date may also feature original works of art for sale by artists from the recently closed gallery at Patriot's Place.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Locally Grown
EVENT DATE	Wed. Aug. 7, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians and artists

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, ThankQue (Jay jay@thankquecatering.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Locally grown features 2 live musical performances	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Locally Grown
EVENT DATE	Wed. Aug. 14, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, ThankQue (Jay jay@thankquecatering.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Locally grown features 2 live musical performances	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Locally Grown
EVENT DATE	Wed. Aug. 21, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, Ribpublic (Dave Costabile dave@ribpublicbbq.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	No	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 5 pm – 8 pm	
Event Summary	Locally grown features 2 live musical performances	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. No barricades or security personnel needed.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Locally Grown
EVENT DATE	Wed. Aug. 28, no raindate
EVENT TIME	5 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 250
THEME	Live music performances
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase regional musicians

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, Ribpublic (Dave Costabile dave@ribpublicbbq.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Medfield Police Department Event Request

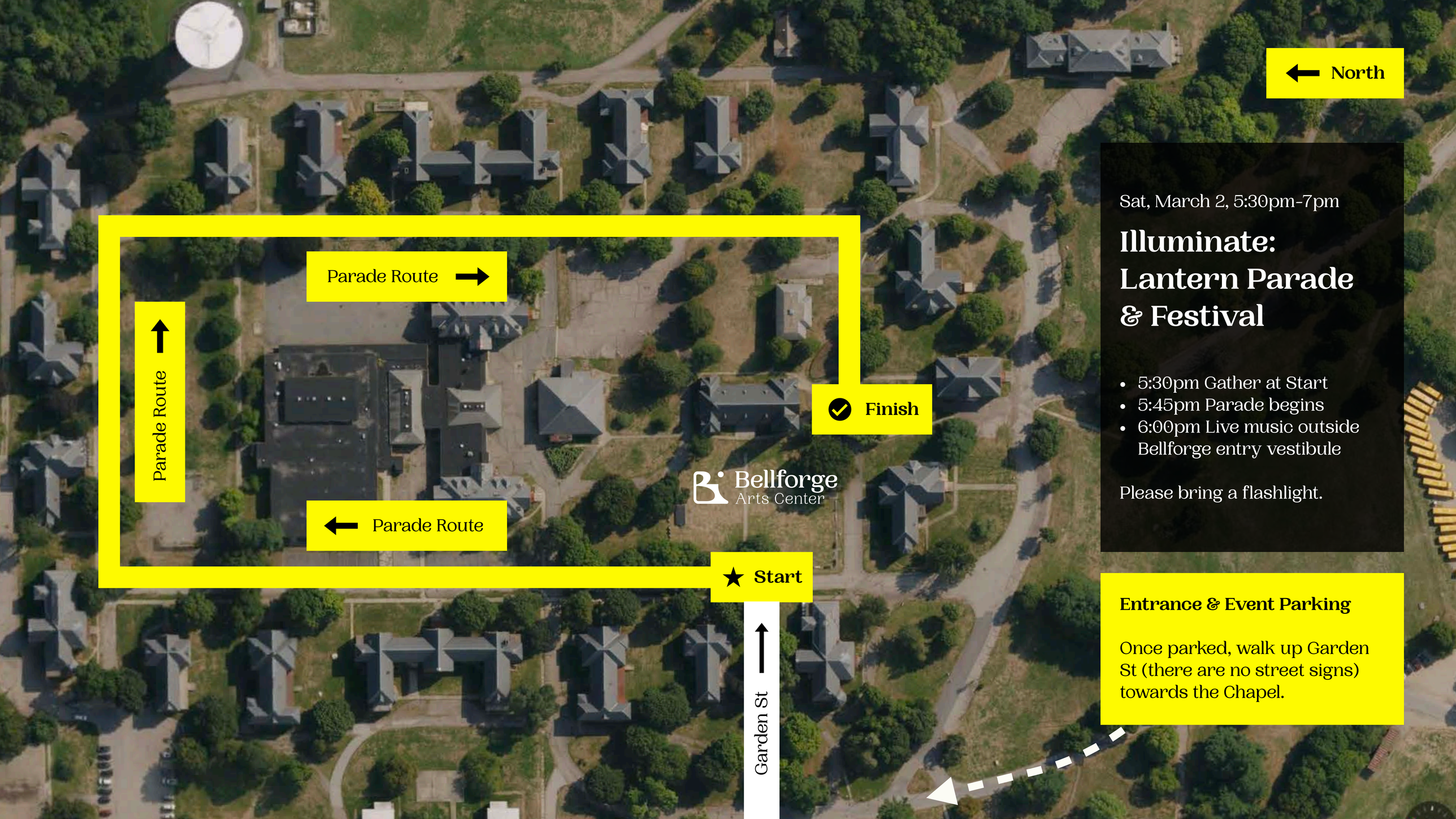
Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	None	
Event Summary	Illuminate Lantern Parade (LED lights inside handmade lanterns)	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth on its property.	

Please Provide Site or Route Information for Parades/Road Races Etc.	Attached – parade will begin at Bellforge information table area, proceed on the roads throughout the core campus and end at Bellforge information table area.

EVENT NAME	Illuminate Lantern Parade
EVENT DATE	Sat. Sept. 7
EVENT TIME	5:30 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 100
THEME	Illuminated lantern parade
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Community gathering and showcase of handmade lanterns

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD (waiting for confirmation from ThankQue Bar-B-Que jay@thankquecatering.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	



Sat, March 2, 5:30pm-7pm

Illuminate: Lantern Parade & Festival

- 5:30pm Gather at Start
- 5:45pm Parade begins
- 6:00pm Live music outside Bellforge entry vestibule

Please bring a flashlight.

Entrance & Event Parking

Once parked, walk up Garden St (there are no street signs) towards the Chapel.

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	Yes (May 31 – Sept. 13)	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 3 pm – 8 pm	
Event Summary	Features live music and local food by Avenue Restaurant	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	No tents anticipated at this time	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Locally Grown Festival
EVENT DATE	Sat. Sept. 14, raindate Sept. 15
EVENT TIME	3 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 200
THEME	Live music and food provided by Avenue Restaurant
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase local music and food

Food Service List Company Name and Contact Number	Avenue Restaurant (Josh Foley)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	None, unless we want to direct traffic to Rte. 27 at the end of the event	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	Yes (May 31 – Sept. 20)	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property, and expects to hire additional security to assist with parking and bag checks at entry.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 3 pm – 8 pm	
Event Summary	Celebration of the 50th anniversary of the opening of the Boston club The Rat	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property, and expects to hire additional security to assist with parking and bag checks at entry.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	The Rat 50th Anniversary Celebration
EVENT DATE	Sat. Sept. 21, raindate Sept. 22
EVENT TIME	3 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 1,000
THEME	Live music performances (3), exhibit of archives (posters, flyers, tickets, photos, etc.)
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Celebrate the 50th anniversary of the opening of the Boston club, showcase memorabilia from shows when the club was open.

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, Ribpublic (Dave Costabile dave@ribpublicbbq.com)
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
	EVENT PLANNERS	Jean Mineo	CLIENT		
		PRINTED NAME		PRINTED NAME	
		SIGNATURE		SIGNATURE	
		4/24/2024			
		DATE		DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	TBD, if so tickets will be sold May 31 – Oct. 4	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 3 pm – 8 pm	
Event Summary	Live musical performances featuring women, headliner is Liz Longley	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Women in Music performances featuring Liz Longley
EVENT DATE	Sat. Oct. 5, raindate Oct. 6
EVENT TIME	3 pm – 8 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 500
THEME	Live music performances by female artists
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase female performers

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property. No alcohol will be served.	
Special Licensing Requirements Including Alcohol Permit Requests	none	
Event Summary	CulureFest presents diverse live music and dance performances	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property. Additional vendors may be present with their own 10'x10' tents.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	CultureFest
EVENT DATE	Sun. Oct. 13, no raindate
EVENT TIME	10 am – 3 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 400
THEME	Culturally diverse performances, dance and music
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase culturally diverse musicians and dancers

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, TBD.
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES					
EVENT PLANNERS	Jean Mineo		CLIENT		
	PRINTED NAME			PRINTED NAME	
	SIGNATURE			SIGNATURE	
	4/24/2024				
	DATE			DATE	

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 12 pm – 5 pm	
Event Summary	Pumpkin patch, fall activities and live music	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Oktoberfest
EVENT DATE	Sat. Oct. 19, raindate Sun. Oct. 20
EVENT TIME	12 pm – 5 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 400
THEME	Festive fall activities
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Showcase fall activities and live music

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Medfield Police Department Event Request

Organization	Bellforge Arts Center	
Anticipated Police/Fire/EMS/DPW Needs **(Costs for Details Will Be Provided Prior to Event)**	none	
Organization Contact Names and Numbers	• Jean Mineo	
	• jmineo@bellforge.org	
	• 617-877-5158	
Anticipated Road Closures	none	
Any Handicap Accessible Needs for Event	none	
Is This a Ticketed Event (If So, Please List Ticket Sale Dates)	none	
Resources Provided by Organization (Number of Volunteers)	Bellforge will provide volunteers for activities on its property.	
Special Licensing Requirements Including Alcohol Permit Requests	Alcohol 12 pm – 5 pm	
Event Summary	Oktoberfest features pumpkin painting, fall décor for family photos, yard games and live music.	
Will Tents/Barricades/Security Personnel Be Used List Dimensions/Company Names and Contact Information	Bellforge will set up its information booth under its 10'x10' tent on its property.	

Please Provide Site or Route Information for Parades/Road Races Etc.	N/A

EVENT NAME	Oktoberfest
EVENT DATE	Sat. Oct. 26, raindate Sun. Oct. 27
EVENT TIME	12 pm – 5 pm
VENUE	Medfield State Hospital, outside
LOCATION	Bellforge Arts Center
GUEST COUNT	Est. 500
THEME	Fall festivities
KEY MESSAGING/ADVERTISING **SOCIAL MEDIA PLATFORMS**	https://bellforge.org/events/ https://www.facebook.com/BellforgeArts https://www.instagram.com/bellforgearts/
EVENT GOALS	Final Bellforge event of the season, fall festivities featuring live music including Salem Wolves, lawn games.

Food Service List Company Name and Contact Number	Bellforge will host a food truck at its location, Ribpublic Dave Costabile dave@ribpublicbbq.com
Trash Removal **The Event Organizer Will Be Responsible for Removal of All Trash**	Bellforge will remove all trash and recycling from its location to its dumpsters.

SIGNATURES	**EVENT PLANNERS**	Jean Mineo	**CLIENT**	
		PRINTED NAME		**PRINTED NAME**
		SIGNATURE		**SIGNATURE**
		4/24/2024		
		DATE		**DATE**

Select Board
Eileen M. Murphy, Chair
Gustave H. Murby, Clerk
Osler L. Peterson, Member

Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315
Phone: 508-906-3011 • www.town.medfield.net

Ms. Shay Plummer
Assistant Development Manger
MassDevelopment
99 High Street
Boston, MA 02110

May 1, 2024

Dear Ms. Plummer,
On behalf of the Select Board. I am writing to confirm our support for the application by the non-profit Bellforge Arts Center (BAC) to the Underutilized Properties Program administered by MassDevelopment.

The Town purchased MSH from the state in December, 2014 and completed a master planning process in Aug., 2018. The market analysis, three community surveys and public meetings demonstrated strong and consistent community support for an arts facility and historic

preservation of the campus. Residents overwhelmingly approved of leasing two buildings to BAC for this purpose in Oct., 2018. The State approved a 99-year lease in July, 2019 and the Town entered the lease with BAC in June, 2020. In June, 2022 Town Meeting voted to authorize Selectmen to dispose of the property around BAC to Trinity Financial in a historic preservation project to house 334 residential units. The required private investment will be significant. After two seasons of outdoor programs, BAC has become a valued amenity for the town and region.

BAC completed the remediation of the Chapel in April, 2023 to make it safer for visitors and to prepare for the renovation work to come. Remediating the Infirmary is urgent to support roof repairs and mitigate additional structural damage from the leaks. We support BAC's application to remove hazardous materials in the Infirmary.

Sincerely,

Chair, Medfield Select Board

Medfield-Hillside Village

2024 HUD Figures, Boston HMFA

persons	80% income
1	$91,200
2	$104,200
3	$117,250
4	$130,250
5	$140,700

Utility Allowances From SMOC Rental Assistance (covering Medfield and surrounding area)
Garden/Row, Effective 12/1/2023

	1BR	2BR	3BR
2024 Gross Affordable Rents	$2,605.00	$2,931.25	$3,256.25
2024 Gross Affordable Rents (Rounded)	**$2,605**	**$2,931**	**$3,256**
gas heating	$48	$65	$81
electric cooking	$25	$33	$41
electricity	$85	$114	$141
natural gas hot water	$9	$12	$15
gas charge	N/A	N/A	N/A
water*	N/A	N/A	N/A
sewer*	N/A	N/A	N/A
refrigerator	N/A	N/A	N/A
parking	N/A	N/A	N/A
total utility allowance	$167	$224	$278
2024 Net Rent (new tenants)	**$2,438**	**$2,707**	**$2,978**
2024 (Existing Tenants)	**5% increase**	**5% increase**	**5% increase**

Medfield Meadows Affordable Rents

	Utility Allowances from Walpole Housing Authority, Low Rise: 3 or 4 Stories [Garden], April 1, 2024				2024 Boston HMFA 80% AMI
	1BR	2BR	3BR	1 person	$91,200
natural gas heating	$50	$69	$84	2 persons	$104,200
gas cooking	$9	$10	$12	3 persons	$117,250
electricity	$43	$62	$70	4 persons	$130,250
natural gas hot water	$21	$25	$29	5 persons	$140,700
Natural Gas Customer Charge	$9	$9	$9		
water	$18	$38	$64		
sewer	$15	$32	$55		
total utility allowance (tenant pays ALL utilities)	**$165**	**$245**	**$323**		
	Rents Set at 30% of 80% AMI (for LIP)				
	1BR	2BR	3BR		
2024 Affordable Gross Rents	$2,605.00	$2,931.25	$3,256.25		
2024 Affordable Gross Rents (rounded down)	$2,605	$2,931	$3,256		
utility allowance (all utilities)	**$165**	**$245**	**$323**		
2024 Affordable Net Rent (new tenants)	**$2,440**	**$2,686**	**$2,933**		
2024 Affordable Net Rent (existing tenants)	**5% increase**	**5% increase**	**5% increase**		

Aura, Medfield LIP Rents		*Utility Allowances - SMOC -Effective 12/1/2023* *Garden/Row*				Boston HMFA, 2024 80% AMI
		1BR	2BR	3BR	1 person	$91,200
gas heating		**$48**	**$65**	**$81**	2 persons	$104,200
gas cooking		**$7**	**$10**	**$12**	3 persons	$117,250
electricity		**$85**	**$114**	**$141**	4 persons	$130,250
hot water		**N/A**	**N/A**	**N/A**		
water*		**$18**	**$38**	**$64**		
sewer *		**$15**	**$32**	**$55**		
total utility allowance		**$173**	**$259**	**$353**		
*SMOC UA's do not include water/sewer figures; Walpole HA April 2024 (low rise) schedule used						
		Rents Set at 30% of 80% AMI (for LIP/LAU)				
		1BR	2BR	3BR		
2024 Affordable Gross Rents		$2,605.00	$2,931.25	$3,256.25		
2024 Affordable Gross Rents (rounded down)		$2,605	$2,931	$3,256		
utility allowance (all utilities)		**$173**	**$259**	**$353**		
2024 Affordable Net Rent NEW tenants		**$2,432**	**$2,672**	**$2,903**		
2024 Affordable Net Rent EXISTING tenants		**5% increase**	**5% increase**	**5% increase**		

The Law Offices of
JAMES W. MURPHY
Post Office Box 1327
Sherborn, Massachusetts 01770

James W. Murphy, Esq.
Martin J. Murphy, Esq.*
* Admitted in MA and RI

Telephone: (508) 653-7162
Facsimile: (508) 653-7163

Cell Phone: (508) 335-8708
Email: james.murphy.esquire@gmail.com

April 26, 2024

Sent via email only to: bfranklin@medfield.net
Town of Medfield
459 Main Street
Medfield, MA 02052

RE: 67 North Street, Unit 1B, Medfield, Massachusetts (the "Unit")

To Whom It May Concern:

My office represents Future Holdings LLC (the "Landlord"), the owner of 71 North Street and 67 North Street, Medfield, MA (collectively, the "Property"). The Property consists of sixteen (16) units, four (4) of which are affordable rental units (the "Affordable Units"). The Affordable Units are all two (2) bedroom units, including the Unit.

The current tenant of the Unit, is vacating the Unit on or before August 31, 2024. The current tenant's rent is $1,750.00 per month. This rental amount is considerably lower than the maximum allowable rent for the Affordable Unit. Based on the published adjusted Low Income limits for the applicable HUD Metro area applicable to Medfield, the maximum allowable rent for 2 bedroom Affordable Units in Medfield would calculate to more than$2,500/month. The current tenant is over 90 years old and the Landlord wanted to be accommodating to her, which is why he did not charge her the maximum allowable rent.

Now that the Landlord is looking for a new tenant for the Unit, the Landlord requests that he increase the monthly rent to $2,200.00. The requested rental rate is similar to the other three (3) Affordable Units. As you will see on the attached, the rental rates of the Affordable Units, not including the Unit, range from $2,045.00 to $2,395.00.

Although it is my understanding that typically the municipality does not approve rental increase requests of greater than five (5%) percent, we hope that the Landlord's kindness and accommodation to his existing tenant over the past years is treated positively rather than negatively in connection with the setting of the rent for this Unit for a future tenant.

Very truly yours,

James W. Murphy

Enclosures
cc: mdelafuente@medfield.net
ktrierweiler@medfield.net

Affordable Housing Units Annual Schedule of Rents and Allowances

Address:	**Total Rental Amount**:	**Utility Allowance**:
71 North Street Unit 1E Medfield, MA 02052	$2,045.00	$136.00
71 North Street Unit 3F Medfield, MA 02052	$2,200.00	$136.00
71 North Street Unit 1D Medfield, MA 02052	$2,395.00	$136.00
67 North Street Unit 1B Medfield, MA 02052	$1,750.00	$136.00

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: Town of Medfield **(and d/b/a): Town of Medfield**		**COMMONWEALTH DEPARTMENT NAME: Massachusetts Marketing Partnership** **MMARS Department Code: MMP**	
Legal Address: (W-9, W-4): 459 Main Street, Medfield, MA 02052		**Business Mailing Address: 136 Blackstone Street, 5th Floor, Boston, MA, 02109**	
Contract Manager: Kristine Trierweiler	**Phone: 15089063011**	**Billing Address (if different): Same as above**	
E-Mail: ktrierweiler@medfield.net	**Fax:**	**Contract Manager: Kara Keefe**	**Phone: 1-857-289-2640**
Contractor Vendor Code/:		**E-Mail: kara.keefe@mass.gov**	**Fax:**
Vendor Code Address ID (e.g. "AD001"): AD___. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s): 24MEDFIELDMETACOMEM0** **RFR/Procurement or Other ID Number:**	

X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

__ **Statewide Contract** (OSD or an OSD-designated Department)
__ **Collective Purchase** (Attach OSD approval, scope, budget)
__ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)
X **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

___ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: _____, 20___.
Enter **Amendment Amount**: $ _____. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

__ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach any updates to scope or budget)
__ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions __ Commonwealth Terms and Conditions For Human and Social Services __ Commonwealth IT Terms and Conditions

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.
__ **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.)
X **Maximum Obligation Contract.** Enter total maximum obligation for total duration of this contract (or ***new*** total if Contract is being amended). $50,000

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ 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.) provided further, that not less than $100,000 shall be expended for improvements to Metacomet park in Medfield

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

__X__ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.
__ 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.
__ 3. were incurred as of _____, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **June 30, 2024,** 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, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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 Captured At Time of Signature)
Print Name: _____.
Print Title: _____.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____. **Date:** _____.
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Kate Fox.
Print Title: Executive Director MOTT.

Select Board
Osler L. Peterson, Chair
Eileen M. Murphy, Clerk
Gustave H. Murby, Member

Kristine Trierweiler
Town Administrator

Frank Gervasio
Assistant Town Administrator

TOWN OF MEDFIELD

Office of the Select Board

Town House • 459 Main Street • Medfield, Massachusetts 02052-0315
Phone: 508-906-3011 • www.town.medfield.net

ONE DAY LIQUOR LICENSE APPLICATION
As of July 18, 2023

Applicants Name: Rich Morris / 7th Wave Email: richm@7thwavebrewing.com

Street Address: 120 N. Meadows Rd. Telephone: 508-242-5026

City/Town, State: Medfield, MA 02052

Event and Purpose: Beginning Years Parents association spring event.

Location of Event: 7 Frairy St. in Medfield on the lawn of Derby House

Date and Hours of Event: Friday May 3 5-7pm

Type of License Requested: All Alcohol ____ Or Malt/Wine only X

Sketch of Area Where Liquor to be Served attached: Yes X No___

Copy of Valid Bartender Trainings attached: Yes X No___

Copy of Certificate of Liability Insurance attached: Yes X No___

If Requested All Alcohol License, proof of non-profit status attached: Yes___ No___

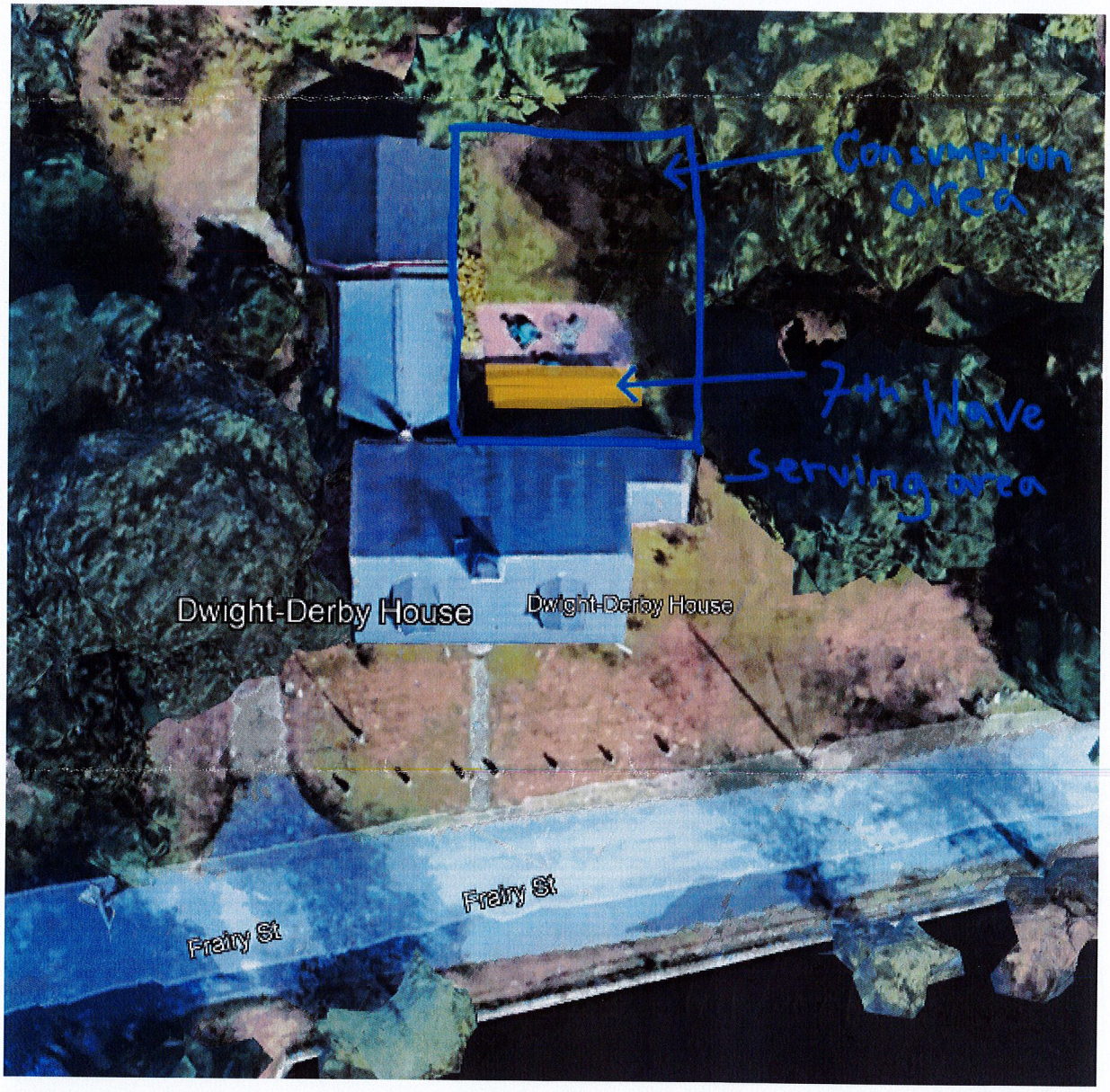
Signature of Applicant

4/11/2024
Date filed

Licensing Authority Signature

Date approved

Conditions:_____


Consumption area
7th Wave Serving area
Dwight-Derby House
Dwight-Derby House
Frairy St
Frairy St

SEVEWAV-01 MDAVENPORT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2024

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

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

PRODUCER	CONTACT NAME:	
Allen Insurance and Financial 51 Main Street Waterville, ME 04901	PHONE (A/C, No, Ext): (800) 439-4311	FAX (A/C, No):
	E-MAIL ADDRESS: info@allenif.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri State Insurance Co	31003
INSURER B : Union Insurance Co	25844
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Seventh Wave Brewing, Inc.
120 N Meadows Rd
Medfield, MA 02052

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			ADV5537555-11	11/21/2023	11/21/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			WCA5537556-11	11/21/2023	11/21/2024	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability			ADV5537555-11	11/21/2023	11/21/2024	Each Occurrence	1,000,000
A	Liquor Liability			ADV5537555-11	11/21/2023	11/21/2024	Aggregate	2,000,000

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

CERTIFICATE HOLDER

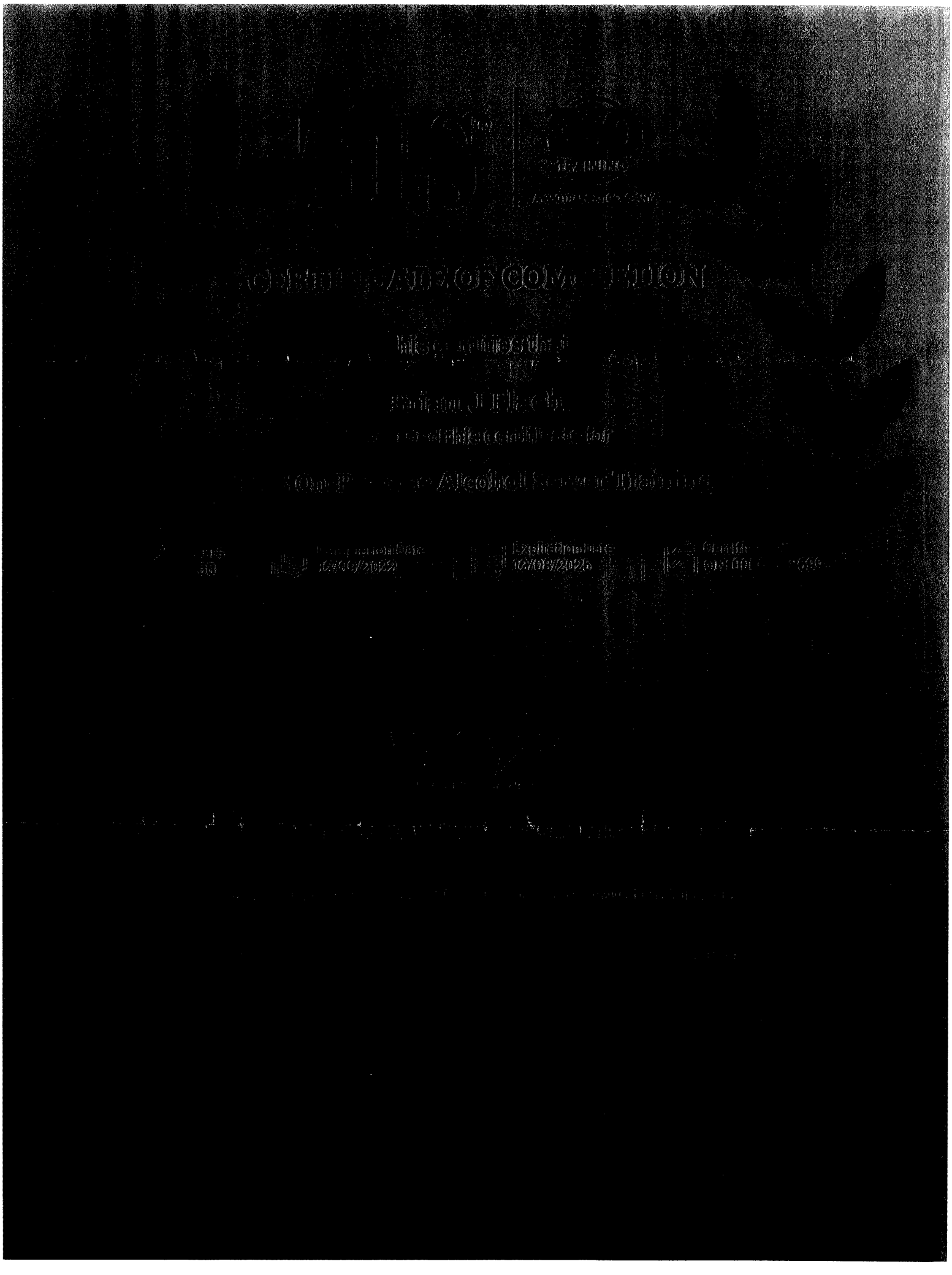
Beginning Years Child Development Center
50 North Street
Medfield, MA 02052

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this **30th day** of **April** in the year Two Thousand and Twenty Four between **Suburban Glass & Mirror Co., Inc.** with a usual place of business at **60 Powdermill Rd. Acton, MA 01720** hereinafter called the **CONTRACTOR,** and the Town of Medfield, with a usual place of business at 459 Main Street, Medfield, MA, 02052, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Contract Documents

   The Contract Documents consist of this Agreement together with the Contractor's Proposal dated 8/15/2023 as to scope of work and pricing therefor, 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 Work

   The scope of work includes supplying all labor, materials and equipment necessary to repair the damaged and missing masonry between the bricks on the façade of the Medfield Public Library.

   This work includes light masonry repairs on the exterior of the building as needed and capping of two (2) chimneys.

   Work to be completed as outlined in proposal 78432 dated 8/15/2023.

3. Contract Price

   The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, **the sum of $16,492.00**

4. Commencement and Completion of Work

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or **before June 28th, 2024.**

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will ensure Substantial Completion within the stipulated number of calendar days.

5. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work:

(1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project. In the event a permit fee is required, Owner shall reimburse Contractor for cost of permit.

D. Notices, Compliance With Laws:

(1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement. The CONTRACTOR shall report and be responsible to the OWNER or its designee.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work that violate said laws and regulations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He

shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship. The Contractor shall ensure that all workers shall meet the qualifications as required by the License Agreement. All equipment installed shall be installed in compliance with the manufacturer's instructions. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

6. Warranties: The Contractor guarantees that the goods sold are merchantable; that they are fit for the purpose for which they are being purchased; that they are of uniform quality and consistency and absent from any latent defects and that they are in conformity with any sample, which may have been presented to the Town. 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.

7. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes.

8. Payment for Work

The Town shall pay the Contractor as outlined in the proposal dated August 15th, 2023, in the amount **of $16,492** in accordance with the terms and conditions in the contract. If applicable by law, invoices accompanied by copies of the weekly-certified payroll

records shall be submitted for payment by the Contractor to Town on a monthly basis. The Town shall make payments on the basis of the work completed. The Town shall make payments within thirty (30) days after its receipt.

9. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

10. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

11. Indemnification

The Contractor shall defend, indemnify and hold harmless the Owner to the maximum extent permitted by law from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

12. 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.

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13

Except for Workers' Compensation, all liability coverage shall name the Town of as an additional insured and shall provide for 30 days prior written notice to the Town of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

13. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

14. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for material or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

15. Claims and Disputes and Resolution Procedure

Claims, disputes, or other matters in question in 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 Superior Court Department, Norfolk County, or District Court Department, Dedham Division of the Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

16. Prohibition of Contractor's Withholding Performance

Contractor shall not delay, suspend, or curtail performance as a result of any dispute regarding changes in and/or interpretations of the terms or scope of the contract and/or denials of a failure to act upon claims for payment for extra work or materials but shall proceed with the work as it would were there no dispute.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the Owner by its authorized representatives who, however, incur no personal liability by reason of the execution hereof or of anything herein contained, as of the day and year first above written.

CONTRACTOR:
Suburban Glass & Mirror Co., Inc.

By:_____

Name: _____

Title: _____

OWNER: Town of Medfield,
By its Select Board

_____

Approved as to Form: _____

Mark G. Cerel, Town Attorney

Town of Medfield, MA

_____

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

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

The Contractor by:

_____
Print Name

_____
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

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

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____does hereby certify under the pains and penalties of perjury that

_____ 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 Date

EXAMPLE CLERK'S CERTIFICATE

_____

Action of Shareholders
Written Consent
(Date)

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

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

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

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

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

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was

taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

_____
Clerk of Corporation

SEAL

Proposal

78432

Date: 08/15/2023

Suburban Glass & Mirror, Inc
60 Powdermill Rd. Acton, MA. 01720

Billed To: Town of Medfield
459 Main St
Medfield MA 02052

Job # 34622
Project: 468 Main St
Masonry Repointing
Medfield MA
Wayne Langille
339-206-972

This quote is valid until: 04/18/2024

Scope:

SGM will supply labor and materials to repair the damaged and missing masonry between the bricks on the facade of the building. We will also perform any light masonry repairs as discussed. SGM will also secure (2) cover caps for the chimneys on either side of the building.

Please Note: This work will be done off a lift. This will require a police detail as well as coning off of multiple park spots. Police detail will need to be covered by the town. Various entrances will need to be closed during work. SGM will coordinate these entrance closings with the facility manager and will cone off as needed.

Labor: $11,200.00
Materials/Lift: $5,292.00
Permit: $675.00
Total: $17,167.00

Work to be performed under state contract TRD02. Prevailing wage rates apply.

Exclusions to bid:
Unforeseen conditions, off hour work, permits, bonds, hazardous removal, testing

Suburban glass and mirror co. Inc. Is not responsible for accidental damage to customer's glass in the removal, transport, storage or install of said items.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alterations or deviations from above specifications involving extra costs will become an extra charge over and above this price. Owner to carry fire, tornado, and other necessary insurance.
Our workers are fully covered by workman's compensation insurance.
This price is valid for thirty (30) days.

Total	**17,167.00**

TOWN OF MEDFIELD [1]

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between, Town of MEDFIELD, 459 Main Street, MEDFIELD, MA 02052 (the "Town"), and

Vanasse Hangen Brustlin, Inc.
["Contractor"]

Thomas Jackman, Sr. VP
[Contact Name for Responsible Person]

101 Walnut Street
PO Box 9151

Watertown, MA 02471

[Address of the Contractor]

617 924 1770
[Telephone Number]

617 924 2286
[FAX Number]

_____
[email address]

1. This is a Contract for the procurement of the following:
See attached **Exhibit A** – "Project Description and Scope of Work"

2. The Contract price to be paid to the Contractor by the Town is:

SEVEN HUNDRED SIXTY ONE THOUSAND EIGHT HUNDRED AND NO/100s DOLLARS ($761,800) as more fully set forth on **Exhibit B** "Compensation". The Contractor shall not be compensated any further amount for the completion of all items included in Tasks 1.0-6.0 as set forth in the Scope of Services.

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

[1] Contract Long Form_Engineer and Architect Services – not for building

3.2 Fees and Reimbursable Costs combined shall not exceed $15,000 as more fully set forth in the Contractor Documents. Fees and Reimbursable Costs are those which are listed on **Exhibit B1**.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security: N/A

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents in accordance with the Scope of Services but in no event longer than three (3) years, unless

extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract. Contractor shall perform its Services as set forth as expeditiously as consistent with the Standard of Care in 21 below and the orderly progress of the Work. Contractor shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of Contractor.

7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, 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.

9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

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

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within

the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contact, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of MEDFIELD shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting form said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the

prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town, provided, however, that Contractor may assign its right to collect payment as may be required by lender agreements.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of MEDFIELD unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

19. 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.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of MEDFIELD shall be individually or personally liable on any obligation of the Town under this Contract.

21. Standard of Care

The Contractor agrees to perform its services consistent with the highest professional skill and care provided by engineers practicing in Greater Boston under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

22. Indemnification:

22.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.

22.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the

Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

22.3 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

23. Insurance

23.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

23.2 Professional Liability Insurance

Liability of $1 million per claim and $3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

23.3 Other Insurance Requirements

a. Comprehensive commercial general liability insurance with limits of at least $1 Million per occurrence and $3 Million annual aggregate for property damage and $1 Million per person and $3 Million per occurrence for bodily injury, which shall include the Town of MEDFIELD as an additional insured, and which shall

cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least $500,000 per person, and $1 Million per accident.

c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

24. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions

Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract. Notwithstanding the foregoing, The Town expressly acknowledges and agrees that the documents and data to be provided by Contractor under the Agreement may contain certain standard report language or individual standard features, including, but not limited to design details, features and concepts from Contractor's own practice detail library, which collectively may form portions of the materials for the Project, but which separately, are, and shall remain, the sole and exclusive property of Contractor. Nothing herein shall be construed as a limitation on Contractor's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. If Town uses in any way any incomplete work delivered due to cancellation of all or portions of the work or contract termination, Town will remove Contractor's name and other identifying information from the work product. The Town defends, indemnifies, and holds harmless Contractor from all claims, damages and expenses including attorney's fees arising out of the Town's use of incomplete work product or the use by others acting through the Town. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issuing any material for publication through any medium.

25. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

26. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

27. Payment: The Town agrees to make all reasonable efforts to pay to the Contractor within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

28. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner 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 of a similar or different matter.

29. Severability

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

30. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

31. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

32. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

33. 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 and representations, 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 have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of MEDFIELD by:

_____
Board of Selectmen Date

_____
Print Name

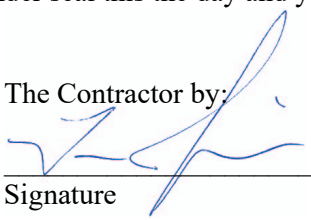
_____
Board of Selectmen Date

_____
Print Name

_____
Board of Selectmen Date

_____
Print Name

The Contractor by:



_4/24/2024
Signature Date

____
Thomas W. Jackmin
Chief Strategic Growth Officer_____
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date
_

Chief Procurement Officer:

_____
Date

Certified as to Form:

_____
Town Counsel Date

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

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: Thomas W. Jackmin
Print Name

Chief Strategic Growth Officer
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Thomas W. Jackmin, authorized signatory for
name of signatory
Vanasse Hangen Brustlin, Inc., whose
name of contractor
principal place of business is at 260 Arsenal Place #2, PO 9151 Box,
Watertown, MA 02471-9151 does hereby certify under the pains and penalties of perjury that
Vanasse Hangen Brustlin, Inc has paid all
name of contractor
Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

4/24/2024
Signature Date

Thomas W. Jackmin
Name

04-2931679
Federal Tax ID # or Social Security #

BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED

Engineers | Scientists | Planners | Designers

101 Walnut Street, PO Box 9151, Watertown, Massachusetts 02471

P 617.924.1770 F 617.924.2286 www.vhb.com

Client Authorization

☒ New Contract Date: April 24, 2024

☐ Amendment No. Project No. 15677.01

Project Name: Medfield State Hospital Redevelopment

To: Town of Medfield
Contract Manager: Kristine Trierweiler
459 Main Street
Medfield, MA 02052

Email: bfranklin@medfield.net

Phone No: 508-906-3012

Cost Estimate	
Labor	$761,800
Expenses	$15,000
TOTAL	$776,800

☒ Lump Sum ☐ Time & Expenses

☐ Cost + Fixed Fee ☐ Labor Multiplier

Estimated Date of Completion: March 2027

PROJECT DESCRIPTION

Vanasse Hangen Brustlin, Inc. (VHB) will provide the following civil engineering consulting services to the Town of Medfield (the Client).

VHB has prepared this document to outline the overall scope of services, as we currently understand it, that VHB will complete as part of this contract for the design permitting and construction of approximately 48-acres of the Medfield State Hospital Site redevelopment and related off-site improvements. This work will be developed with the Town and directly coordinated with the developer - Trinity Acquisitions, LLC (Developer) including their consultant project team (including, Architect, MEP Engineer, Landscape Architect, Geotechnical Engineer, Permitting Consultant, Sustainability Consultant, Legal Counsel, Historic Resources Consultant and Cost Estimator).

It is understood that Trinity Acquisitions, LLC will be included in all design coordination and schedule planning of the proposed infrastructure, as a benefit to full site coordination.

The Scope of Services included in this Agreement are inclusive of the project areas identified in the following Exhibits dated April 7, 2023 as approved by the Town of Medfield under the Medfield State Hospital Development Plan, Decision SP & SPA #23-01:

- Roadway Design within "Subdivision / Public Roadway Boundary", as indicated on Exhibit P
- Parking Area & Site Design within "Trinity Proposed Project Development Area", as indicated on Exhibit P
- Water Tower Parking Lot
- Pavement Mill & Overlay of Cottage Street between South Street and Hospital Road
- Associated Infrastructure Connections to Hospital Road
- Additional Sanitary Sewer Extension from Cottage Street to Stoneridge Way
- Off-Site Intersection Improvements per Exhibits R1 and R2 (with concept study of Exhibit R4 as noted under Task 4.3)
- The following areas are Not in Scope (NIC) of this contract:
  - Cultural Alliance of Medfield Leased Premises, as indicated on Exhibit P
  - Resultant Town-owned parcels not otherwise specifically noted herein, as indicated on Exhibit P

SCOPE OF SERVICES

A detailed summary of each component of the scope is presented below. This work builds off the Roadway & Infrastructure Preliminary Design and the Draft Design Development prepared by the Developer and approved by the Client:

1.0 DESIGN DEVELOPMENT

Based on the existing conditions site survey, the MassWorks Application Design Plans, and the approved Medfield State Hospital Development Plan documentation, VHB will prepare the following civil engineering documents to support the design and permitting phase of the Project. For the purposes of this scope and fee VHB has assumed that we will develop **one (1)** set of documents documenting the site civil work required on both the roadway and site development portions of the project. Under the construction phase, the project will be separated into two (2) separate packages as noted under Task 3.0.

1.1 Design Development Site Plans

VHB will prepare one (1) overall, comprehensive set of Design Development site civil engineering plans for the Project. VHB's plans developed under this task are intended to support design and permitting and are not intended to be used for construction. The design plans will be developed as a single set of plans incorporating the roadways and site development infrastructure, and will be produced in parallel with the Developer's site development building, landscape and MEP designs.

VHB's plans will consist of the following:

- **Title Sheet:** This sheet will contain a project locus map, drawing index and property ownership.
- **Existing Conditions Plans:** As prepared by VHB under a separate contract.
- **Site Preparation Plans:** This plan will contain anticipated locations of erosion and sedimentation controls in accordance with the 2022 National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) for Stormwater Discharges from Construction Sites as well as any applicable municipal regulations regarding erosion and sedimentation control. The plan will identify the location and description of perimeter and inlet erosion controls, preliminary construction vehicle stabilized egress locations, and anticipated tree removal and protection (as directed by the Landscape Architect) required to support the Project. The contractor will be responsible for updating this plan throughout the duration of construction to accommodate the phasing of work and maintain conformance with the NPDES CGP.
- **Layout and Materials Plans:** This plan will show the proposed geometric layout and dimensional requirements of vehicular areas. For coordination purposes, the plan will also show hardscape elements and amenities developed by the Developer's landscape architect including pedestrian walkways. It is assumed that the landscape architect will also provide the layout of plantings, lighting and furnishings (if applicable) within the roadway right-of-ways. VHB's plan will contain a zoning and parking table demonstrating compliance with zoning requirements. VHB will identify materials anticipated to be used for construction (e.g. curbing types, pavements, and other surface treatments) on this plan.
- **Grading and Drainage Plans:** Grading and drainage plans will show the proposed topography at one-foot contour elevations supplemented by spot grades and the location, size and invert elevations of proposed drainage facilities. VHB will provide proposed grading for parking lots, roadways, and walkways within the proposed roadway right-of-ways. For coordination purposes, these plans will also show the site walkways and amenities grading provided by the landscape architect, and accessible connections to building entries as provided by the architect and landscape architect. VHB will review site grading as prepared by the landscape architect for coordination with the proposed stormwater management design. If necessary, VHB will show retaining walls on the Site; however, VHB has assumed that retaining walls are to be pre-fabricated modular type wall systems designed

by the wall manufacturer and/or designed by the Landscape Architect. In developing this scope, VHB has assumed that the Geotechnical Engineer will be responsible for providing the following:

- Site Earthwork specification and if applicable, dewatering specification;
- All foundation design including utility infrastructure foundations;
- Pavement section recommendations;
- Foundation drainage recommendations; and
- Determination of depth to estimated seasonal high groundwater table (ESHGWT) and soil permeability data needed to support the design of stormwater management systems in accordance with the Massachusetts Department of Environmental Protection (MassDEP) Stormwater Handbook.

› **Utility Plan:** Based on VHB's current understanding of the Project, the anticipated utility improvements associated with the project are limited to upgrading existing services from Hospital Road into the renovated buildings, an extension of approximately 1,250 linear feet (LF) of sanitary sewer main along Hospital Road from Cottage Street to Stoneridge Way, and developing a stormwater management system design for the Project. VHB has assumed the following:

- VHB civil utility design will include sanitary sewer, storm drainage and stormwater management, and fire protection and domestic water distribution systems up to a point 10-ft from the buildings per Massachusetts plumbing code.
- Sanitary connections to the Project will be via gravity, and VHB reserves the right to modify this contract if sewage pumps are required.
- VHB will prepare utility profiles for approximately 1,250 LF of new sanitary sewer main from Cottage Street to Stoneridge Way as identified during the Due Diligence phase of the Project to support the off-site sanitary sewer extension and sewer connection permit.
- Electric, lighting and telecommunications utilities will be designed by the MEP Engineer and shown on VHB's plans for location and coordination purposes only. VHB will graphically depict locations of service connections, transformers and emergency generators as identified by the MEP Engineer.
- Electrical infrastructure to support electric-vehicle (EV) charging and EV-ready spaces required for the Project will be provided by the MEP Engineer.
- The Project is understood to not include emergency bluephones, natural gas, steam, geothermal, solar/photovoltaic panels or thermal utilities. Should these utilities be incorporated, VHB reserves the right to modify this contract and it is assumed that they will be designed by the Developer's MEP Engineer and included on VHB's plans for location and coordination purposes only.
- VHB design services exclude non-soil-supported utilities such as aerial runs or exposed piping within areaways.

› **Typical Cross-Sections:** VHB will provide typical roadway cross-section plans outlining general surface features and utilities, as determined in the Development Plan approved by the Town. Typical sections will be supplemented with input from the Landscape Architect on proposed plantings, furnishings and lighting.

› **Site Details:** Site-specific typical details will be provided to allow for additional clarification of the above-referenced parts, as necessary.

1.2 Stormwater Management Report

The Project is expected to include work that falls under the jurisdiction of the Town of Medfield Planning Board and Department of Public Works. It is also assumed that the Project will result in changes in cover characteristics resulting in the potential for a detailed stormwater management plan. The Massachusetts Department of Environmental Protection (DEP) Stormwater Management Regulations and local bylaws will require the design of a stormwater system that will manage stormwater runoff in accordance with the current DEP Stormwater Management Standards (issued February 2008) and Chapter 235 – Stormwater Management of the Medfield Bylaws. To document the design, VHB will prepare a Stormwater Management Report to support and accompany the Plans. It is assumed that the Project will obtain associated entitlements for stormwater management prior to MassDEP pending stormwater regulation updates.

This scope of services assumes that the stormwater management design is developed as one shared system and analysis of the entire redevelopment project area, and that water quality and quantity mitigation elements including but not limited to infiltration and detention systems shall be developed to address both the roadway and site development areas collectively.

1.2.1 Hydrologic Analysis

VHB will prepare a hydrologic report to evaluate existing and proposed conditions. Soils on the Site will be classified based on the most recent Natural Resources Conservation Service (NRCS) delineations as shown on the NRCS maps. VHB will develop a hydrologic model to determine existing and proposed peak runoff rates and volumes for storm events with recurrence intervals of 2-, 10- and 100-years.

It is anticipated that the Project will be required to provide direct stormwater infiltration of runoff to mitigate the effects of increased impervious surfaces on the Site. VHB has assumed that the Developer will be obtaining the services of a Geotechnical Engineer. VHB will prepare a plan that shows the locations of needed soil borings/test pits for use by the Client's Geotechnical Engineer in determining seasonal high groundwater elevations, soil infiltration rates, and underlying soil characteristics. VHB has assumed that the Geotechnical Engineer will complete their analysis in accordance with the Massachusetts DEP Stormwater Management Handbook.

1.2.2 Hydraulic Calculations

VHB will prepare stormwater calculations to support sizing of the proposed closed-drainage system, including roof drainage. VHB will size pipes based on a 25-year storm frequency unless otherwise instructed by Client or Town standards/regulations.

1.2.3 Stormwater Management Report

The Massachusetts Stormwater Management Regulations require that several additional documents be submitted along with the hydrologic and hydraulic calculations as part of the Stormwater Management Report. VHB will supply the following information:

- DEP Stormwater Checklist to be complete and stamped by a Massachusetts Professional Engineer;
- Narrative describing Low Impact Development (LID) and environmentally sensitive design elements that are proposed to be used for the Project;
- Calculations for the Required Recharge volume of stormwater runoff;
- Total Suspended Solids (TSS) removal worksheets;
- A Long-term Pollution Prevention Plan template;
- A Construction Period Pollution Prevention and Erosion/Sedimentation Control Manual;

1.2.4 Stormwater Operations & Maintenance Manual

VHB will prepare a Stormwater Operations and Maintenance (Stormwater O&M) Manual for the Site as required by the Town. In developing the manual, VHB will document existing and proposed infrastructure (catch basins, swales, detention basins, outlets, building roof drain connections and vegetative areas). Once the inventory is complete, VHB will prepare a Stormwater O&M Manual which will consist of the following sections:

- Introduction
- Source Control
- Spill Prevention
- Snow Management
- Maintenance of Stormwater Management Systems
- Operation and Maintenance Summary & Log Forms
- Figures Showing Locations of Stormwater Features

Note: *VHB will not be responsible for updates to or implementation of the Stormwater O&M Manual.*

2.0 PERMITTING SUPPORT

Based on our understanding of the Project, VHB has prepared the following scope of services to provide support for the remaining federal, state and local permitting process. As with any project, the scope and scale of the permit filings can vary based on the local perception of the project and the current political environment. As necessary, VHB has established this scope of services as an allowance, and reserves the right to revise this scope as each individual permit process begins when there is a better understanding of the submission requirements.

It is assumed that the remaining Permitting Process will be led by the Developer's Permitting Consultant and Project Legal Counsel, who will coordinate, compile and deliver submissions to all agencies, monitor a checklist of required submissions, and facilitate all communication on behalf of the team to these agencies. VHB shall provide the supporting civil engineering technical documentation to assist the Developer's consultants in obtaining the following land-use approvals.

2.1 Local Review

2.1.1 Project and Development Plan Review - Final Approval Items per Decision, Medfield Planning Board

Per the Town of Medfield Planning Board, Decision: SP & SPA 23-01 for the Medfield State Hospital Redevelopment issued in April of 2023, VHB will support the Client and the Developer's project permitting consultant in returning to the Planning Board for Final Approval of the items below. For purposes of this scope and fee, VHB has assumed to assist in compiling one (1) set of the following documents:

- Final site road design, including sidewalk and pedestrian crossing design and internal circulation;
- Final signage plan, assumes VHB will provide all Manual of Uniform Traffic Control Devices (MUTCD) signage for proposed roadways, and all other wayfinding signage shall be provided by others;
- Stormwater Management Plan and Erosion Control Plan;
- Final Parking Allocation Plan; and
- Final Parcel Boundary/Definitive Subdivision Plan (as prepared under Task 2.1.2)

As the Project Development Plan Review has been completed prior, it is anticipated that significant comments have been resolved, however where the ultimate level of involvement from the various authorities is indeterminate at this time for review of the Final Plans, VHB has included an allowance of **20 hours** under this Task for comment responses during the permitting processes. VHB will prepare response to review comments received from the various authorities during the permitting process. These responses will be limited to addressing clarifications, minor corrections and edits to plans, and short written responses to

specific review comments in a memorandum/letter format. VHB will track these efforts and make the Client aware of the status and when the allowances are reaching exhaustion.

2.1.2 Subdivision Plan Approval, Medfield Planning Board

It is understood that the Project will allocate a portion of the Site roadways as defined right-of-ways to the Town, as outlined on the "Exhibit P – Preliminary Boundary Plan" prepared by VHB as part of the MSH Development Plan and dated April 7, 2023. Based on the roadways as shown in Exhibit P, VHB will assist the Project Team in preparing one (1) set of Preliminary Subdivision Plans, which will establish preliminary right-of-ways for these roadways and associated remaining parcels within the Project Site in conformance with the Town of Medfield Definitive Subdivision Requirements (Chapter 310). It is anticipated that in order to maintain the historical integrity of the Site and conformance with the Medfield State Hospital Master Plan, waivers of the Town of Medfield Subdivision dimensional and roadway requirements shall be necessary, that these will be facilitated by the Project Legal Counsel and Town of Medfield Staff, and that these requested waivers would be reviewed favorably by the Town. It is assumed that the remaining parcels shall be divided only as required to accommodate the new subdivision roadways, and separate lots will not be created for each individual building. The boundaries indicated on the Preliminary Subdivision Plan are understood to be approximate, and subject to change based on the Design Development Task and input from the Town.

Upon Completion of the Design Development Phase (Task 1.0), and upon direction to proceed by the Client, VHB will incorporate comments received by the Client and the Planning Board as part of the Preliminary Subdivision review and prepare one (1) set of Definitive Subdivision Plans that reflect the final right-of-way boundaries and remaining parcels. It is assumed that no significant design changes occur from the Preliminary Subdivision Plans and roadway design as approved per Medfield Planning Board Decision: SP & SPA 23-01.

2.2 State Review

2.2.1 Massachusetts Environmental Policy Act (MEPA) – Supporting Technical Studies

The Project is subject to review under MEPA and the Project Team, led by the Developer's permitting consultant, had previously submitted a Notice of Project Change (NPC) for the proposed redevelopment. VHB had prepared technical studies and supporting technical information for infrastructure, stormwater and traffic.

This task is included for VHB to provide additional technical information to the Developer's permitting consultant to support response to comments provided on the MEPA NPC submitted in May 2023. The level of involvement from the MEPA NPC review is indeterminate at this time, therefore VHB has included an allowance of **20 hours** for comment responses during the permitting processes. VHB will prepare response to review comments for civil and traffic scope received. These responses are assumed to be limited to addressing clarifications, minor corrections and edits to plans, and short written responses to specific review comments in a memorandum/letter format as compiled by the Developer's permitting consultant. VHB will track these efforts and make the Client aware of the status and when the allowances are reaching exhaustion.

2.2.2 Design Review, Massachusetts Historic Commission (MHC) / National Park Service (NPS)

It is understood that permitting support services for MHC and NPS will be led by others on the Developer's Project Team. VHB has established an allowance of **10 hours** to provide technical support and documentation to the Team, to be used at the request of the Client.

2.3 Federal Review

2.3.1 U.S. Fish and Wildlife (USFWS) Outreach

The Project is located within mapped habitat for the federally endangered Northern Long-Eared Bat, as noted by the U.S. Fish and Wildlife's (USFWS) Information for Planning and Consultation website (IpaC). VHB will request the required 4(d) Rule consistency letter from USFWS in compliance with Section 7 of the Endangered Species Act (ESA) for inclusion into the Project Erosion and Sedimentation Control Manual. Should the USFWS consultation indicate that the project's discharges or discharge-related activities will have an adverse effect on ESA-listed species and/or designated critical habitat, additional coordination may be required and VHB reserves the right to modify this scope of services.

2.3.2 NPDES Permitting Assistance

The proposed project will alter greater than one acre of land. Accordingly, the individual/s who control the construction activities on the site (e.g. owner, contractor/s) are required to file a Notice of Intent (NOI) and receive acknowledgement from the EPA at least fourteen days prior to the start of construction pursuant to the National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Sites (CGP) with the United States Environmental Protection Agency (EPA). These regulations require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) for the site-specific construction activities and implementation by the individuals who control the site. The SWPPP must be in place at the time of the filing of the EPA NOI.

VHB will prepare an Erosion and Sedimentation Control Manual that will assist the contractor, developer and client in the development of a complete SWPPP. This Manual, which is not the final SWPPP, will consist of the information noted below. A SWPPP is complete when the contractor executes additional required information including but not limited to contact information, construction logistics plans and schedule information.

- Project Drawings relative to stormwater management
- Project/Site description
- Drainage Report, as an attachment
- Soils information (Natural Resources Conservation Service and site specific, if available)
- General project phasing, to be reviewed, modified, and confirmed by the contractor and owner
- Description and details of recommended and required erosion control Best Management Practices (BMPs)
- Temporary and final stabilization recommendations and requirements
- Inspection schedule and maintenance checklists for BMPs
- Description of spill prevention and response actions
- Copy of the NPDES Construction General Permit regulations
- Description of additional steps required by the Owner/Contractor for completing the SWPPP and filing the NOI for the NPDES.
- Consultation with Mass Historic Commission, MHC (documented by the Developer's permitting consultant as part of the MEPA process).

Note: *This is a construction related permit that relies upon final construction drawings. There is no review process (other than EPA confirmation under the Endangered Species Act) or extended timeline associated with this phase. The contractor shall assume sole ownership of the SWPPP and will be responsible for filing the NPDES NOI. The contractor shall also be solely responsible for implementing and adapting the SWPPP to the contractor's project construction schedule and phasing program in whatever way necessary to meet the requirements and intent of NPDES General Permit.*

3.0 MSH DEVELOPMENT CONSTRUCTION DOCUMENTS

Once the applicable land-use permits have been obtained and the MEPA process concluded based on the one (1) overall design, and upon direction from the Client to proceed, VHB will separate the overall design package into two (2) separate sets of Construction Document Site Plans, as noted below:

- One (1) set limited to the work performed for the roadway infrastructure, as highlighted in orange on Exhibit P, also including the mill & overlay of Cottage Street and the Hospital Road sanitary sewer extension to Stoneridge Way; and
- One (1) set documenting the site development infrastructure serving the buildings and site amenities, as the resultant unshaded areas within the Project Development Area on Exhibit P.

Each set will include a key/context plan(s) for the overall design package. For the purposes of this scope and fee, VHB has assumed that we will issue each set of documents at two (2) intervals: 50% Construction Documents and 100% Construction Documents, allowing opportunity for Client and Developer input, assumed to be limited to minor corrections and clarifications. Site Plans for each set shall be formatted as outlined under Task 1.0.

3.1 Site Construction Plans

VHB will advance the Design Development/Permit Phase Site Plans with additional clarification and detail for construction. As part of this task, VHB will review the final architectural, landscape architectural, and MEP drawings provided by Client for consistency with the site-related project elements. VHB will rely upon information provided by the Project Team in the refinement of the construction plans and specifications.

The plans and details will be advanced to include the following:

- Additional clarifications and details to enable construction in accordance with the design intent of the site plans;
- Comments received from the Client, Developer, and reviewing authorities;
- Final architectural and structural layout of exterior connections to the existing building improvements;
- Verification of pedestrian and vehicular access ways;
- Final locations of utility service locations and detailed utility design;
- Review for compliance with the latest site accessibility standards relating to the site improvements;
- Incorporation of the final geotechnical engineering requirements; and
- Detailed grading and layout of vehicular areas and coordination with walkways and other site features as designed by the Landscape Architect.

Please note that significant changes resulting from modifications to the development program, response to comments from the regulatory authorities and issuance of multiple versions of Construction Plans (e.g. 90% plans, bid documents) may require a modification to VHB's scope and fee.

3.2 Site Construction Specifications

VHB will provide CSI Masterformat site-related technical specifications for work included within our purview. VHB will incorporate recommendations from the geotechnical engineer for paving into the appropriate specifications. VHB assumes the geotechnical engineer will provide the Earthwork and Dewatering specifications. VHB assumes that the Client will be responsible for preparing bid and contract documents. VHB will prepare two separate specification packages: one for roadway infrastructure and one for the site development.

VHB anticipates the following technical site specifications:

Anticipated Site Specification Sections

007355	EPA NPDES General Permit for Construction Activities
018900	Site Construction Performance Requirements
033055	Cast-In-Place Concrete (Site)
101455	Traffic and Regulatory Signage (Site)
311000	Site Clearing
312500	Erosion and Sedimentation Controls
321100	Base Courses (Pavements) **
321215	Asphalt Paving **
321610	Curbing
321723	Pavement Markings
331000	Water Utilities
333900	Sanitary Utility Sewerage Structures
334000	Storm Drainage Utilities
334020	Warning and Tracer Tape
347113	Vehicle Barriers

*** relies upon input from Geotechnical Engineer*

4.0 OFF-SITE INTERSECTION IMPROVEMENTS

Based on the Transportation Impact and Access Study and Development Plan approval, VHB will prepare the following civil engineering documents to support the design of the proposed off-site mitigation improvements. It is assumed that the off-site mitigation scope shall be as outlined in Exhibits R1 and R2 of the Medfield State Hospital Development Plan, dated April 7, 2023.

It is assumed that procurement, contracting and general requirements sections (as applicable) for off-site intersection improvements work will be prepared by the Client, and that the work will be executed through a competitive bid process led by the Client.

VHB will develop 50% Design Plans for Client Review and a Final Plans, Specifications and Estimate (PS&E) Package. The Notice of Intent will be submitted based on the 50% Documentation.

4.1 Wetland Resource Area Delineation

Based on a desktop evaluation of MassGIS information, wetland resource areas jurisdictional under the Massachusetts Wetlands Protection Act (WPA) and the Town of Medfield Wetlands Bylaw are present along the Project Site extent of the Harding Street and North Street intersection. As part of this scope, VHB Environmental Scientists will visit the Project Site to delineate regulated wetland resource areas subject to federal, state, and/or local jurisdiction. The Environmental Scientists will delineate the resource area boundaries in accordance with requirements of the Massachusetts Department of Environmental Protection (DEP) and the U.S. Army Corps of Engineers (USACE) and will mark relevant resource area boundaries with numbered plastic flagging. VHB will record the flag locations in the field during the delineation with a handheld GPS device capable of sub-meter accuracy. This scope assumes that one two-person field team will

require a half day to delineate the boundaries of jurisdictional wetlands on the Project Site. The Environmental Scientists will collect data to support the delineation, including representative photographs and field notes describing wetland and upland plant communities, soils, and hydrology in accordance with DEP criteria. Where applicable, the Environmental Scientists will prepare DEP Wetland Delineation Forms to support the delineation. The schedule will depend on weather conditions and in the event of snowfall or other adverse weather conditions, the schedule may be delayed.

VHB Environmental Scientists will provide the following deliverables as part of this scope:

- Delineated wetland resources on Project Site, marked with plastic survey flagging;
- Wetland field data forms;
- Field notes (description of wetlands and justification for delineation); and
- Photographic documentation

4.2 Survey Base Plan

VHB will provide services for right-of-way and field survey of Harding Street & North Street, Harding Street & West Street, and Hospital Road & Harding Street.

VHB will perform a field survey to locate existing ground features along the roadway and 10 ft. from ROW, as shown on the sketches below. The survey will include the locations of such features as: paved areas, curbing, landscaping, sidewalk, walls, surface utilities, wetlands that are located within the limits of work. In addition, ground elevations will be taken at sufficient locations to produce one-foot (1') contours throughout the project limits. Benchmarks will be set appropriate intervals throughout each roadway intersection. Horizontal and vertical control will be based on the Massachusetts Grid System of 1983 and NAVD of 1988.

The Right of Way will be determined from record layout plans. Property Lines abutting said right-of-way will be shown based on plans and deeds of record. Right-of-Way and boundary monuments will be field measured, compiled with record data and shown on the plan. Abutter names will be obtained and shown on existing base plan.

Surface utilities within the limit of the roadway will be field located. Underground utilities will be shown from plans of record supplied by the utility companies. Drainage and sewer rims and inverts will be determined and shown on the base plan.

4.3 Harding & Hospital Road Concept Study

VHB will prepare two (2) conceptual intersection layouts of the Harding Street and Hospital Road 3-way intersection for review and comment from the Client. The two concepts will depict (1) Harding Street squared off to Hospital Road, and (1) Hospital Road squared off to Harding Street. Conceptual intersection layouts will graphically depict the proposed roadway extents, striping, and identification of anticipated impacts to existing surface features.

4.4 Intersection Design Documentation

Based on the existing conditions survey, Exhibit R1, and upon direction to proceed by the Client on the selected intersection option for Harding Street at Hospital Road from Exhibit R2, VHB will prepare one (1) package for the intersection design documentation outlined below including each of the two (2) off-site locations. For the purposes of this scope and fee, it is assumed that the documentation outlined below will be prepared to Massachusetts Department of Transportation (MassDOT) standards, the American Association of State Highway Transportation Officials (AASHTO) standards, and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), including the MassDOT Project Development and Design Guidelines (PDDG), latest editions as of this proposal date. The design will be suitable for public bid. The documents will be issued at two (2) intervals, 50% Design Plans and Final Plans for PS&E (Plans, Specifications & Estimate) submission.

It is assumed that the 50% Design Plans shall be utilized for the Notice of Intent (Task 4.5) filing as described below.

4.4.1 Design Plans

VHB will prepare design drawings for the reconstruction of two (2) intersections, including the following components:

- Construction/materials
- Layout
- Pavement Markings
- Sign Summary
- Construction Details
- Wheel Chair Ramp Details
- Sidewalks
- Curbing
- Drainage
- Temporary Traffic Control Plans (TTCPs)

4.4.2 Technical Specifications

VHB will prepare Special Provisions to the Standard Specifications in accordance with the MassDOT Specification for Highways and Bridges and respective utility owner's requirements.

4.4.3 Stormwater Memo

It is assumed that the proposed intersection improvements within the public right-of-way will result in negligible changes in overall impervious area and/or impact to existing overall drainage patterns. VHB will prepare a brief technical memo outlining the stormwater management and drainage conditions associated with the improvements to support the Notice of Intent filing under Task 4.5.

4.5 Notice of Intent

VHB Environmental Scientists will prepare one (1) draft and one (1) final NOI Report for submittal to the Town of Medfield Conservation Commission and to the Massachusetts Department of Environmental Protection (MassDEP) for the proposed improvements at Harding Street and North Street. This scope assumes that construction will be designed to comply with all relevant performance standards under the Medfield Wetlands Protection Bylaw and MassDEP Wetland Protection Act Regulations. Based on a preliminary screening of resource areas on the property, this scope assumes that the majority of construction activities (permanent and temporary) will impact the wetland buffer only, and result in negligible disturbances to the locally established 50-foot No Disturb Zone for the resource areas. This task includes:

- Prepare NOI application form (WPA Form 3) and supporting narrative
- Obtain certified abutters lists for the site from the Town of Medfield
- Notification to abutters and other parties by Certified Mail as required by the applicable Wetlands Protection Rules and Regulations
- Prepare required figures (USGS map, Aerial map, FIRM map, NHESP map) and photographic figures as required for the NOI
- Revise draft NOI following internal and client review
- Submit NOI to the Medfield Conservation Commission and DEP Regional Office
- Attend one (1) site walk with Conservation Commission staff
- Prepare responses to Commission questions and data requests following the hearings

4.6 Bid Support

VHB will provide Bid Phase Support to the Client for the Off-Site Intersection Improvements based on the PS&E Documents prepared. It is assumed that this process will be led by the Client and Project Construction Manager, and VHB has assumed to provide support services for the following:

- Attendance at (1) pre-bid meetings for Civil/Site and Landscape subcontractors, each assumed to include participation of two (2) VHB staff members.
- Review and response to sub-contractor's questions and bid-RFIs during the bid period; and
- Review of subcontractor bids.

5.0 ROADWAY CONSTRUCTION PHASE SERVICES

Due to the uncertain nature of the construction process, field conditions, and other issues which may arise, VHB has established an allowance for performing construction phase services. Under this allowance, VHB will provide up to **500 hours** of staff time to support the following services during the construction phase of the Project. Should construction phase services beyond the budgeted hours be required, VHB will prepare an amendment to this Agreement, at the Client's request, to cover the additional services requested on a time & materials basis, based on the VHB Standard Billing Rates included in Exhibit 1. Construction phase services are anticipated to consist of a combination of the following:

- **Part-time Construction Observation.** The Client shall provide full-time inspection of the work through others. VHB shall make periodic site visits upon the request of the Client or as otherwise agreed in writing by the Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of the contractors' work. VHB shall not supervise or have control over the contractors' work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by the contractors nor for the contractor's safety precautions or programs in connection with the Work.
- **Interpretations and Clarifications.** VHB personnel shall issue necessary interpretations and clarifications; respond to requests for information (RFIs) of the Contract Documents and in connection therewith, prepare work directive changes and change orders as required.
- **Shop Drawings.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents which are not brought to the attention of VHB in writing by the contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.
- **Punchlist Development:** Upon substantial completion of the Project, VHB will review the Contractor's as-built plan and conduct one field observation of the work within VHB's design scope to develop a punch list of items to be addressed prior to final acceptance of the work. One follow-up field observation will be conducted to verify that punch list items have been addressed to the satisfaction of the Project Team.
- **Construction Meetings and Coordination Calls:** VHB will participate in construction meetings as requested by the Client. Meeting time includes coordination, preparation, and attendance.

- **Bid Support:** VHB will provide Bid Phase Support to the Client based on the Construction Documents prepared under Tasks 3.0 and 4.0. It is assumed that this process will be led by the Client and Project Construction Manager, and VHB has assumed to provide support services for the following:
  - Attendance at two (2) pre-bid meetings for Civil/Site and Landscape subcontractors, each assumed to include participation of two (2) VHB staff members.
  - Review and response to sub-contractor's questions and bid-RFIs during the bid period; and
  - Review of subcontractor bids

6.0 MEETINGS

Given the complexity of issues associated with the development of the Project, a significant level of ongoing collaboration will be required between VHB, the Client, the Developer and the Project Team, included but not limited to project team meetings, public hearings, design review meetings, construction meetings, project coordination calls, etc. Other outreach may also be required with federal, state, and local authorities having jurisdiction. VHB anticipates that throughout the execution of services provided under this Agreement, the Client will request VHB to attend or participate in meetings on an as-needed basis. The number and length of meetings required is currently unknown. As such, VHB has included an allowance for this task of **180 hours**. VHB will bill meeting time against the allowance set forth in this Task. Should the budget for the established allowance be exhausted, VHB will work with the Client to determine the extent of its replenishment (by proposal amendment or other appropriate agreement) in order for additional meeting attendance to occur on a time & materials basis, based on the VHB Standard Billing Rates included in Exhibit 1.

SCHEDULE

VHB will begin performance of this Scope of Services upon receipt of a fully executed Agreement. The Client understands that VHB's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the Project Team. The delivery of VHB's services is dependent on the timely delivery of information or work products from others. It is VHB's understanding that the Client is providing the ultimate direction to and coordination of the Project Team. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB. The schedule is also subject to weather, and is exclusive of Client and local review of deliverables.

VHB anticipates the below schedule durations for performance of the services outlined herein. To the extent possible, some portions of the Tasks below are understood to overlap in an effort to reduce the overall duration of design and approvals.

- Task 1.0 – Design Development / Permit Phase Design ..... 4 Months
- Task 2.0 – Permitting Support ..... 2 Months
  - Upon NTP from the Client, VHB will prioritize preparation of the Preliminary Subdivision Plan for Client review as outlined in Task 2.1.2.
- Task 3.0 – MSH Development Construction Documents ..... 4 Months
- Task 4.0 – Off-Site Intersection Improvements ..... 8 Months
  - Upon NTP from the Client, VHB will prioritize and initiate Tasks 4.1, 4.2 and 4.3. Task 4.4 may proceed upon completion of these prior Tasks and direction from the Client.
- Task 5.0 – Roadway Construction Phase Services ..... 24 Months
- Task 6.0 – Meetings ..... N/A, ongoing

If the Client requests that work under this agreement be stopped, or instructs VHB to complete work out of sequence, the schedule and fee estimate is subject to renegotiation when written authorization to proceed is received.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum basis by Task as outlined below.

Task	Description		Estimated VHB Labor Fees
1.0	DESIGN DEVELOPMENT / PERMIT PHASE SITE PLANS	$	238,700
2.0	PERMITTING SUPPORT	$	47,200
3.0	MSH DEVELOPMENT CONSTRUCTION DOCUMENTS	$	163,800
4.0	OFF-SITE INTERSECTION IMPROVEMENTS	$	166,800
5.0	ROADWAY CONSTRUCTION PHASE SERVICES	$	106,600
6.0	MEETINGS	$	38,700
	TOTAL	$	761,800

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost plus ten percent. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at 1.10 times their direct cost. **VHB recommends that the Client include with this budget a total allowance of $15,000 for general expenses.** expenses may be higher or lower than this estimate and will depend on applicable expenditures during performance of the Work.

SERVICES NOT INCLUDED

The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, VHB will prepare an appropriate proposal or amendment, at the Client's request, that contains the scope of services, fee, and schedule required to complete the additional work items.

KEY ASSUMPTIONS

In developing this scope and fee estimate, VHB has made the following key assumptions in addition to any assumptions previously described herein. Significant changes to VHB's assumptions may require changes to the scope and fee associated with this Agreement.

- This scope of services does not anticipate design criteria or application for LEED or any other sustainable initiative credits beyond the municipal/regulatory requirements. Should additional accreditation be pursued, VHB reserves the right to modify this scope.
- Permitting Support services listed in this agreement are included as the "Pre-Development" actions required per the Permitting Timeline prepared by the Developer, dated June 28, 2022, and based on the Decision: SP & SPA 23-01 issued by the Medfield Planning Board in April 2023. It is assumed that additional pre-construction permitting services listed in the timeline, and/or any additional permit actions that are not listed in this scope of services, shall be provided under a separate contract.
- It is assumed that capacities of the water distribution system shall be designed in conformance with the Medfield State Hospital Master Plan, as prepared by PARE engineering, and no modifications to the water system modeling or off-site improvements will be required.

- The design of any off-site mitigation improvements, with exception of the 1,250 LF of sanitary sewer as noted under Task 1.0, or the off-site intersection improvements as noted under Task 4.0, that the Client may commit to during local, state, or other review processes are not included in this scope or fee.
- The Client and Developer will supply building program information and other required supporting data for the proposed Project.
- All utility and stormwater systems serving the site are assumed to have adequate capacity to support the proposed facilities, and are accessible at the site perimeter. Relocations or off-site improvements to these infrastructure systems beyond those specifically noted herein will not be required.
- Preparation of new or additional evaluations or analyses for onsite or offsite project components, significant changes to site layout, relocation and/or redesign of site drainage or other utilities, or similar significant changes after design of the stormwater management system will be undertaken as additional services beyond the scope of this Agreement.
- The Developer's Landscape Architect will provide details on surface treatments (including adjacent sidewalk areas), including subgrade requirements.
- Tasks and submissions related to building demolition will be the responsibility of the Construction Manager.
- Design scope of work and corresponding fee estimates are based on the assumption that significant changes are not made to the building program from the predecessor design milestone (e.g. no significant changes from the Development Plan Approval and Massworks Application to design development and no significant changes from design development to construction documents).
- There are no wetland resources on or adjacent to the Site, with exception of the off-site intersection of Harding Street and North Street as noted herein.
- The Client and Developer will be responsible for preparing bid and contract documents and supporting any bid processes associated with funding programs. VHB will play a support role in the bid process as noted herein.
- The Project will coordinate design with the abutting Bellforge Center for the Arts Project, assumed to consist of the Cultural Alliance of Medfield (CAM) Leased Premises as shown on Exhibit P of the MSH Development Plan.
- The Project does not include the design of proposed geothermal energy or solar/photovoltaic systems.
- The allowances for construction phase services were estimated based on the assumption that a single Construction Manager will be contracted to execute the work included herein.
- This scope and fee assumes that record as-built survey information shall be provided by the Contractor.
- It is understood that the Project shall need to comply with certain requirements of the National Parks Service, and that criteria will be identified by the Developer.
- All Phase 1 investigation and other hazardous material investigations, studies and mitigation plans have been completed and are adequate to provide clear guidance to contractors regarding dewatering protocols and MCP compliant management of soil excavation, exports and imports.
- Soil pre-characterization and scope for remediation of potentially hazardous material (if applicable) will be developed and implemented by others under a separate contract.
- Turbidity monitoring and reporting under EPA-related permits (if applicable) will be provided by the Geotechnical Engineer.

- Scope for off-site intersection improvements assumes the following:
  - The proposed intersection improvements within the public right-of-way will result in negligible changes in overall impervious area and/or impact to existing overall drainage patterns. VHB will prepare a drainage memorandum as noted under Task 4.4.3, and it is assumed that drainage improvements associated with the project will not require new stormwater management systems, and that the roadway will continue to utilize country drainage or updated connections of drain inlets to the existing system as currently functions.
  - No undergrounding of existing overhead utilities will be required. Any required relocation of existing utility poles impacted by the project (if applicable) will be identified by VHB. All coordination and relocation efforts for any affected poles shall be provided by the Client in cooperation with the utility providers.
  - No impacts outside of the public right-of-way, therefore no right of way plans or recordable plans and instruments for easement of taking acquisitions of abutting properties is included.
  - Bid phase services assume public bid coordination services.
  - Pavement testing or pavement design services are assumed to be provided by the Project Geotechnical Engineer.
  - All off-site intersection improvements shall be stop- or yield-controlled intersections only, and will not require the design or implementation of traffic signal systems, signal equipment, or pedestrian crossing signals, as part of the scope of work.
  - Traffic data analysis, reporting, or collection assumed to have been completed under prior Master Plan efforts and as part of the MSH Development Plan, no additional traffic analysis or support is included.
  - No road safety audit is included.
- Assumes all submissions will be provided electronically and that VHB will not be submitting hard copies for the milestone deliverables noted herein.

Prepared by: JWK | **Document Approval: Mark Junghans**

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB. The fees in this proposal may be subject to change if not accepted within 60 days from the date of issue.

☒ Subject to attached terms & conditions ☐ Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By: _____

Print Thomas Jackmin, PE

Title: Sr. Vice President

Date: _____

CLIENT AUTHORIZATION (Please sign original and return)

By: _____

Print: _____

Title: _____

Date: _____

EXHIBITS:

- Exhibit 1 – VHB Standard Billing Rates Table
- Exhibit P – Preliminary Boundary Plan, April 7, 2023
- Exhibit R1 – Off-Site Improvement Plan, April 7, 2023
- Exhibit R2 – Off-Site Improvement Plan, April 7, 2023

EXHIBIT 1

VHB HOURLY BILLING RATES

BILLING CODE	LABOR CATEGORY	HOURLY RATE
010	Technical/Professional 01	$55
020	Technical/Professional 02	$65
030	Technical/Professional 03	$75
040	Technical/Professional 04	$85
050	Technical/Professional 05	$95
060	Technical/Professional 06	$110
070	Technical/Professional 07	$120
080	Technical/Professional 08	$130
090	Technical/Professional 09	$140
100	Technical/Professional 10	$150
110	Technical/Professional 11	$160
120	Technical/Professional 12	$170
130	Technical/Professional 13	$180
140	Technical/Professional 14	$185
150	Technical/Professional 15	$190
160	Technical/Professional 16	$200
170	Technical/Professional 17	$210
180	Technical/Professional 18	$220
190	Technical/Professional 19	$230
200	Technical/Professional 20	$240
210	Technical/Professional 21	$250
220	Technical/Professional 22	$260
230	Technical/Professional 23	$270
240	Technical/Professional 24	$290
250	Technical/Professional 25	$300
260	Technical/Professional 26	$300
310	Technical/Support 1	$55
320	Technical/Support 2	$65
330	Technical/Support 3	$75
340	Technical/Support 4	$85
350	Technical/Support 5	$95
500	Court Testimony Starts at	$355

Reimbursable and subconsultant expenses are billed at cost plus 10%.

The North Field

The North Field

13
31 Units

Field Street

10
Maintenance Facility

11
9 Units

12
9 Units

14
9 Units

15
9 Units

Tower Street

North Street

The Town Square

East Street

16
7 Units

17
7 Units

9
7 Units

8
8 Units

Garden Street

The Overlook

Service Drive

6
27 Units

West Street

27A
44 Units

18
27 Units

7
26 Units

Center Street

26

19
8 Units

5
8 Units

20
6 Units

The Common

24

CAM Leased Premises

25A

25

28

4
7 Units

Service Drive

Chapel Street

3
8 Units

21
9 Units

23
9 Units

22
9 Units

22A
8 Units

2
16 Units

South Street

29
24 Units

1
2 Units

The Green

Cottage Street

Service Drive

Hospital Road

Hospital Road

LEGEND

- SUBDIVISION / PUBLIC ROADWAY BOUNDARY
- TRINITY PROPOSED PROJECT DEVELOPMENT AREA
- RESULTANT TOWN-OWNED PARCELS
- CAM LEASE LIMITS
- STATE-OWNED LAND

0 40 80 160Feet

vhb

Preliminary Boundary Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit P

4/7/2023

DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD

vhb

Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R1

4/7/2023

0 40 80 160Feet

\\vhb\gbl\proj\Wat-LD\15677.00 Medfield State Hospital\cad\ld\Planmisc\Harding Street Roadway Improvements\15677.00 - Harding Street Roadway Imporvements.dwg

DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD

0 30 60 120 Feet

Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R2

4/7/2023

EXHIBIT 1

VHB HOURLY BILLING RATES

BILLING CODE	LABOR CATEGORY	HOURLY RATE
010	Technical/Professional 01	$55
020	Technical/Professional 02	$65
030	Technical/Professional 03	$75
040	Technical/Professional 04	$85
050	Technical/Professional 05	$95
060	Technical/Professional 06	$110
070	Technical/Professional 07	$120
080	Technical/Professional 08	$130
090	Technical/Professional 09	$140
100	Technical/Professional 10	$150
110	Technical/Professional 11	$160
120	Technical/Professional 12	$170
130	Technical/Professional 13	$180
140	Technical/Professional 14	$185
150	Technical/Professional 15	$190
160	Technical/Professional 16	$200
170	Technical/Professional 17	$210
180	Technical/Professional 18	$220
190	Technical/Professional 19	$230
200	Technical/Professional 20	$240
210	Technical/Professional 21	$250
220	Technical/Professional 22	$260
230	Technical/Professional 23	$270
240	Technical/Professional 24	$290
250	Technical/Professional 25	$300
260	Technical/Professional 26	$300
310	Technical/Support 1	$55
320	Technical/Support 2	$65
330	Technical/Support 3	$75
340	Technical/Support 4	$85
350	Technical/Support 5	$95
500	Court Testimony Starts at	$355

Reimbursable and subconsultant expenses are billed at cost plus 10%.

The North Field

The North Field

13
31 Units

Field Street

10
Maintenance Facility

11
9 Units

12
9 Units

14
9 Units

15
9 Units

Tower Street

North Street

The Town Square

East Street

16
7 Units

17
7 Units

9
7 Units

8
8 Units

Garden Street

The Overlook

Service Drive

6
27 Units

West Street

27A
44 Units

18
27 Units

7
26 Units

Center Street

26

19
8 Units

5
8 Units

20
6 Units

The Common

24

CAM Leased Premises

25A

25

28

4
7 Units

Service Drive

Chapel Street

3
8 Units

21
9 Units

23
9 Units

22
9 Units

22A
8 Units

2
16 Units

South Street

29
24 Units

1
2 Units

The Green

Cottage Street

Service Drive

Hospital Road

Hospital Road

LEGEND

- SUBDIVISION / PUBLIC ROADWAY BOUNDARY
- TRINITY PROPOSED PROJECT DEVELOPMENT AREA
- RESULTANT TOWN-OWNED PARCELS
- CAM LEASE LIMITS
- STATE-OWNED LAND

0 40 80 160Feet

vhb

Preliminary Boundary Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit P

4/7/2023

DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD

vhb

Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R1

4/7/2023

0 40 80 160Feet

\\vhb\gbl\proj\Wat-LD\15677.00 Medfield State Hospital\cad\ld\Planmisc\Harding Street Roadway Improvements\15677.00 - Harding Street Roadway Imporvements.dwg

DRAFT: PENDING REVIEW & APPROVAL
OF THE MEDFIELD SELECT BOARD

0 30 60 120 Feet

Off-Site Improvement Plan
Medfield State Hospital Redevelopment
Stonegate Drive
Medfield, MA

Exhibit R2

4/7/2023

LEGAL SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF MEDFIELD, MASSACHUSETTS
AND
ATTORNEY WILLIAM SOLOMON
FOR
COMCAST CABLE LICENSE RENEWAL PROCESS
(April 2024)

This Agreement by and between the Town of Medfield, Massachusetts, a municipal corporation with its Town House located at 459 Main Street, Medfield, MA 02052 by and through its Town Administrator ("Client" or "Town") and William H. Solomon, 2 Old Petersham Road, New Salem, MA 01355 ("Attorney") to perform legal services related to the cable television license renewal processes with Comcast of Massachusetts/New Hampshire, LLC. ("Comcast") and/or its successor.

1. These legal services shall include work up to and including the execution of the renewal cable license, however, this Agreement does not cover or include legal services resulting from the preliminary denial or final denial of the renewal of the cable license to Comcast, other than related to a motion for a preliminary denial and, if needed, a written statement of the preliminary denial, extension(s) of time for further action by the Town or the parties and/or further negotiations by and between the Town and Comcast and the completion of a cable license pursuant thereto. It is not currently anticipated that a preliminary denial will be needed, however, if a preliminary denial is issued by the Town, it will likely be issued in order to provide the parties some additional time to complete the Renewal License Agreement. It is unlikely that a final denial will be needed or otherwise issued by the Select Board. In the event needed, such additional legal services (i.e for administrative and/or judicial appeals by Comcast) may be further agreed upon by the parties.

3. The parties agree that where the Attorney's participation can be effectively provided by telephone call or video conference, including, but not limited to, ascertainment of future cable-related needs and interests, negotiation strategy and certain negotiations with Comcast, the Attorney may participate by video conference or phone, rather than in person. The parties stipulate that it is anticipated that in certain instances the Attorney will be able to effectively participate by video conference or phone. If and when it is the Town's preference to meet in person or the recommendation of the Attorney as agreed to by the Town, the Attorney will do so, contingent on and subject to circumstances that may exist with respect to scheduling.

4. The Attorney will bill at a rate of $230 per hour. Travel time, if incurred by the Attorney, will not include the first thirty (30) minutes in each direction. (The Attorney will not bill for mileage.)

4. Legal fees and disbursements shall be billed monthly or at the completion of a particular stage of work or monthly, as reasonably determined by the Attorney and are payable within 30 days of receipt of the bill.

5. The Client shall reimburse the Attorney for reasonable expenses and disbursements, including, copying (any document 30 pages or greater), in-hand delivery, overnight mailing or certified mail and other material and necessary incidental expenses. The Attorney agrees to obtain the Client's approval before incurring any such disbursement in excess of $200.

7. The Client may discharge the Attorney at any time, and the Attorney may withdraw from providing services at any time (subject to Court approval if a legal action has commenced and Town disagrees).

8. While the Attorney will use his best efforts in his representation of the Client, no assurance of a particular outcome can be or is made. The Attorney and Client state that no such results have been guaranteed by the Attorney to the Client and that this Agreement is not based upon any such promises or anticipated results. With respect to the foregoing, the Town is aware that in 2019, the Federal Communications Commission issued an Order governing the calculation of annual franchise fees payable to cable franchising authorities (i.e. the Town), including mandating counting of certain "in-kind contributions" toward and as part of the franchise fee, thereby reducing franchise fee payments to cities and towns, and that cable operators, including Comcast, are still at the beginning stages of determining if and how the new franchise fee calculation rules may (or may not) be implemented, subject to any judicial and/or regulatory action with respect to the status of the Order.

9. This Agreement may be amended providing such amendment(s) is/are in writing and executed by authorized signatory parties.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of any counterpart hereof to produce or account for any of the other counterparts.

This Agreement Is A Legally Binding Contract. Each Party States That It Has Read The Above Agreement Before Signing It.

TOWN OF MEDFIELD

_____
Kristine Trierweiler
Town Administrator

Dated: _____

WILLIAM H. SOLOMON
Attorney at Law

_____
William H. Solomon

Dated: _____

Settlement Agreement and Cooperation Amendment for SB Approval/Signature

DCAMM has agreed to amend the 2013 mediated Settlement and Cooperation Agreement for the cleanup and restoration of the C&D Area historic landfill to reflect current updates and revisions:

Changes

- **Exhibit F Long-Term Monitoring Plan - Update/Add/Replace**
  - **At the direction of DEP-Audit, completed construction-period obligations have been removed.**
  - **a Short-Term Monitoring/Maintenance Plan for wetland invasives management has been added to replace and enhance the original interrupted invasives plan.**
  - **a new Long-Term (perpetual) M/M plan addresses additional details and schedules including viewscape mowing.**

  (Note: Both plans are included in the Notice of Intent currently before ConComm.)

- **Exhibit E Draft Activity & Use Limitation- Replaced**
  - **At the direction of DEP-Audit, was replaced by revised AUL filed Dec 2022 which is now included as Appendix B to the new Long-Term Monitoring Agreement.**

  (Note: Figure D-1 in the Original Draft AUL replaced with the new AUL's Exhibit B.)

Reason

Maintaining the Settlement Agreement and its otherwise unchanged key provisions are relevant to the continued (perpetual) Monitoring & Maintenance of the Area.

Key Provisions--Unchanged:

Prior Review of Key Draft Documents
ConComm Future Peer Review Consultant Fees
Monthly Coordination Meetings
Dispute Resolution

Exhibits:

A. Comprehensive Executive Summary---unchanged
B. Decision Criteria Memorandum---- unchanged
C. Excavation/Relocation Approach& Field Screening Protocol—unchanged-completed
D. Figures- Including D-1 Excavation/Relocation Area ---D-1 replaced with AUL Ex. B
E. Draft AUL Language (with Figure D-1)----Replaced with Dec 2022 AUL
F. Long-Term Monitoring Plan-- - Separated into new Short-Term and Long Term Plans
G. River Sediment Removal Memorandum---unchanged--completed

Background

2010:

DCAMM submittal to Massachusetts Environmental Policy Act (MEPA) Office and Mass DEP for remediation of the MSH Construction & Demolition Debris (C&D) Area historic landfill.

2011:

DCAMM application for environmental permits from Medfield ConComm, Army Corps of Engineers and Mass DEP. Medfield residents (Public Involvement Plan petitioners) and interested stakeholders (primarily Charles River Watershed Association) raise concerns and objections to proposed remediation.

2012-2103:

Stakeholders/DCAMM negotiations develop enhanced remediation approach which is defined in a Settlement and Cooperation Agreement.

2014:

DCAMM issues Phase IV Remedy Implementation Plan (DEP), Notice of Intent (Medfield ConComm), and applications to Corps of Engineers and MA Chapter 91 for dredge permits. Settlement Agreement is appended to all documents. Includes the Draft AUL, an expanded monitoring /maintenance section, and a new table (Table 2) summarizing Construction and Post Construction short- and long-term (perpetual) monitoring /maintenance.

2015-2016:

Construction Phase Completed. First of 5-year Wetlands Invasive M/M begins

2017:

Invasives Monitoring/Maintenance not performed..

2020:

DCAMM Files AUL in Dec with unresolved Town/PIP objections/concerns.

2021:

DEP Audits AUL in July. Town/PIP object to incorrect delineation of relocation area and premature 2020 filing. DEP re-audits Nov 2021.

2022:

January- DEP issues Notice of AUL Audit Non-Conformance -- Requires new AUL and update of Long-Term M/M. April -Town/PIP object to DCAMM separation of AUL into 2 separate locations and provides recommendations for Short & Long-Term M/M. December- DCAMM files AUL with Town/PIP delineation but without new revised M/M Plans.

2023:

Discussions on Wetlands Invasives Management and other Short/Long-Term discussions begin. With Town/PIP/CRWA support, DCAMM submits one-time Notice of Intent to ConComm for spring invasive herbicide application.

2024:
January -Discussions for S&L-T M/M Plans continue. March- Over Town/PIP/CRWA suggestion for another one-time spring herbicide application, DCAMM submits Notice of Intent, Invasives Management Plan and un-finalized Short and Long-Term M/M Plans. April 24 –Town/PIP/CRWA and DCAMM finalize both M/M plans. Amended Settlement Agreement is referenced in both documents.

See Attachments for

1. Comparisons of 2014 NOI M/M Table vs. current proposed NOI M/M Tables

2. Replacement of 2014 Draft AUL delineation Figure D-1 with Settlement Agreement Amendment current proposed AUL Exhibit B.

Comparisons—2014 M/M vs. 2024 M/M

2014 Short & Long-Term Monitoring & Maintenance

TABLE 2: Monitoring and Maintenance Program

Monitoring Type	Description	Frequency	Personel
Construction Period Monitoring			
River Monitoring	Turbidity Monitoring within River Channel. Baseline monitoring upstream and downstream of the C&D Area will be performed prior to initiating work to assess baseline river turbidity levels. Following the establishment of baseline turbidity levels, turbidity monitoring using a datalogging turbidity meter will be conducted to evaluate turbidity levels during construction activities. Monitoring frequency less than 48 hours between turbidity reads (DNA). Sediment curtains will be implemented in the event that a chosen or unacceptable increase in turbidity is identified (defined as two times the background levels).	Baseline data will be collected prior to initiating work. Daily Monitoring will be conducted directly downstream of the SITE to observe for the presence of suspended sediment, debris, or sheen and to assess the condition of the turbidity curtains and silt/sediment booms while work is on going adjacent to the Charles River.	Resident Engineer
Construction Erosion Control Monitoring	Monitoring of construction erosion controls as identified in the Construction Period Pollution and Erosion Control Plan. Erosion control features will be monitored for buildup of sediment and/or failure.	Daily during construction activities until/the site is stabilized	Resident Engineer
Groundwater Monitoring	Monitoring of the Groundwater beneath the relocation area for the following contaminants: Volatile Organic Compounds (VOC's), sulfides, petroleum/hydrocarbons, and metals. In addition water quality parameters including dissolved oxygen and Oxidation reduction Potential (ORP) will be monitored.	Quarterly monitoring, through the duration of construction, until/detected contaminant levels are below drinking water standards for four consecutive quarters, but in no event less than two years	Professional Engineer
Air Monitoring	Monitoring of air quality for particulates	Daily during excavation and relocation	Air Quality Technician
Post Construction Monitoring			
Relocation Area			
Stormwater Structures	Visual inspection of stormwater structures that are part of the project design. Monitoring will include evaluation of sediment/erosion buildup, overall vegetation health, bare spots, etc.	Monthly for the first 18-24 months, semi-annually thereafter	Professional Engineer
Erosion and Sedimentation	Perform visual monitoring of the relocation area including access road, Bay Circuit Trail adjacent to the work area Limit of Work, Northern and Southern Perimeter of the work area, along gas line area and top of cover. Monitor for wildlife damage, vegetative distress, vandalism and evidence of seeps. Monitoring of erosion will include observation of stability, subsidence, sloughing, breaches, hummocks, lack of vegetation or any other erosion process.	Monthly for the first 18-24 months, semi-annually thereafter	Professional Engineer
Settlement	Monitoring of relocation settlement monuments to evaluate the relocation area for potential settlement and or subsidence. Monitoring will include elevation survey of the monuments for settlement or irregularities in final cover surface and integrity of cover.	Monthly for the first 18-24 months, semi-annually thereafter	Professional Engineer
Groundwater Monitoring	Monitoring of the Groundwater beneath the relocation area for the following contaminants: Volatile Organic Compounds (VOC's), sulfides, petroleum/hydrocarbons, and metals. In addition water quality parameters including dissolved oxygen and Oxidation reduction Potential (ORP) will be monitored.	Quarterly monitoring until/detected contaminant levels are below drinking water standards for four consecutive quarters, but in no event less than two years	Professional Engineer
Wetlands Restoration Area			
Staff Gauge Readings	Perform staff gauge reading to evaluate river elevations.	semi-annually (for 5 years)	Resident Wetland Scientist
Visual Inspections	Inspect the river/wetland for presence of potential impacts, including but not limited to petroleum sheen, odor or staining. Inspections will also include the identification of wildlife damage, vegetative distress, evidence of seeps, wetland impacts and surface water concerns, if present.	semi-annually (for 5 years)	Resident Wetland Scientist
Invasive Species Monitoring	Monitor the Wetland Restoration Area for invasive species by evaluating established wetlands monitoring plots for the presence of more than 10% of invasive species.	semi-annually (for 5 years)	Resident Wetland Scientist
Vegetation	Monitor of re-established wetlands vegetation health including the requirement to maintain at least 90% vegetative cover of wetland species.	semi-annually (for 5 years)	Resident Wetland Scientist
Bio stabilization Techniques			
Wildlife Habitat Functional Assessment	Evaluate the bio stabilization techniques to determine the functional ability to provide wildlife habitat.	semi-annually (for 5 years)	Resident Wetland Scientist
Stability Monitoring	Evaluate the stability of the Bio stabilization techniques including the presence of breaches, lack of vegetation, erosion, sloughing, or any other failures.	Monthly for the first 18-24 months, semi-annually thereafter	Professional Engineer

17

2024 Short-Term Monitoring & Maintenance

Table 1 - Comprehensive Short-Term Monitoring and Maintenance Table
March 2024

Monitoring and Maintenance Type	Description	Frequency	Anticipated Staffing Plan
A. Wetlands Restoration Area			
1. Visual Inspections	Inspect the river/wetland for presence of potential impacts, including but not limited to petroleum sheen, odor or staining. Inspections will also include the identification of wildlife damage , vegetative distress, evidence of seeps , wetland impacts and surface water concerns, if present.	Semi-annually through 2028 corresponding to monitoring	Botanist/Wetland Scientist
2. Vegetation Monitoring	Monitor of overall wetlands vegetation health including the requirement to maintain at least 90% vegetative cover of wetland species.	Semi-annually through 2028 corresponding to monitoring	Botanist/Wetland Scientist
3. Invasive Species Monitoring	Monitor the Wetland Restoration Area for invasive species via transect method: (a) Monitoring of 5 established transects for the presence of more than 10% of invasive species.	Semi-annually for 4 years (approximately May and October, from 2024 - 2027) Note: monitoring length of time (i.e., through 2027) will correspond to treatment	Botanist/Wetland Scientist
4. Invasive Species Treatment	Anticipated cut & wipe herbicide, and hand-pull. Treatment techniques will be outlined in the NOI. Treatment, if needed based on the results of the monitoring, should be accomplished in the late spring (i.e., mid to late May/beginning of June) and late summer (mid to late August/beginning of September) to capture early growing cycles and translocation periods to maximize efficacy of applied herbicides.	Annually and Semi-annually depending on species for 4 years (i.e., 2024 - 2027) Current Invasive Management: Annually: Phragmites and Purple Loosestrife Semi-Annually: Reed Canary Grass Approval should be obtained from ConCom or the NOI should be amended as needed to add treatment of any new outbreaks discovered during monitoring.	Botanist/Wetland Scientist
5. Other Corrective Actions	If semi-annual visual inspections & vegetation monitoring (1,&2, above) reveal any of the listed concerns, a corrective action plan will be developed and implemented. Stakeholders will be notified.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected, in consultation with stakeholders, as quickly as reasonably possible and within no more than six months.	--
B. Western Perimeter, Gas Line Easement, and Gas Line Wedge Area			
1. Invasive Species Monitoring	Monitor the Western Perimeter Area, the Gas Line Easement, and the Gas line Wedge Area for invasive species, via the transect method: (a) Monitoring of 7 established transects for the presence of more than 10% of invasive species.	Semi-annually for 4 years (approximately May and October, from 2024 - 2027) Note: monitoring length of time (i.e., through 2027) will correspond to treatment	Botanist/Wetland Scientist
2. Invasive Species Treatment	Treatment, if needed based on the results of the monitoring, will be conducted based on techniques outlined in the NOI. Treatment should be accomplished in the late spring (i.e., mid to late May/beginning of June) to capture early growing cycles and translocation periods to maximize efficacy of applied herbicides.	Annually and Semi-annually depending on species for 4 years (i.e., 2024 - 2027) Current Invasive Management: Annually: mile-a-minute Approval should be obtained from ConCom or the NOI should be amended as needed to add treatment of any new outbreaks discovered during monitoring.	Botanist/Wetland Scientist
C. Biostabilization Area			
1. Wildlife Habitat Functional Assessment	Evaluate the Bio stabilization techniques to determine the functional ability to provide wildlife habitat.	Semi-annually through Fall 2027	Botanist/Wetland Scientist
2. Corrective Actions	Upon observation, if concerns are identified, an evaluation of whether/what corrective actions are appropriate, will be conducted.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be evaluated and corrected, as appropriate.	--
D. Reporting and Communication			
1. Semi-Annual Report	Activity reports to be provided semi-annually (email to stakeholder list), describing activity conducted in previous six months on each of the items listed above. For each deficiency or condition requiring mitigation identified and not previously resolved, each report shall include a description of the actions taken during the previous six months and a plan & schedule for completing corrective actions. In addition to narrative, report should include: (a) Plan showing locations of (i) invasive species detected, (ii) invasive species treated, and (iii) any identified conditions that require correction/mitigation. (b)Photos of conditions requiring correction/mitigation (before and after)	Semi-annually	--
2. Review/Update Invasive Species Management Strategy	With stakeholder input, review invasive species management strategy and update in writing, consistent with applicable guidance and best management practices.	DCAMM will meet with stakeholders once/year and before the end of the Short-Term Wetlands Invasive Species Monitoring and Management Program (identified above in A.3 and A.4) (i.e., in 2027) to review the outcome/effectiveness of the management strategy.	--

2024 Long-Term Monitoring & Maintenance

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table
March 2024

Monitoring and Maintenance Type	Description	Frequency	Anticipated Staffing Plan
A. Stormwater Management System			
1. Inspection	Visual inspection includes: (a) Rain Gardens 1 through 6. (b) Vegetative Swale 1 through 4 and Swale to Rain Garden 1, and (c) Culverts to Rain Gardens 1 and 6. (d) Drainage Channel Monitoring includes evaluation of sediment buildup, erosion, vegetative health, and bare spots within rain gardens and swales; presence of invasive vegetation within rain gardens, and presence of weeds or other vegetation that are not consistent with recommended rain garden planting.	Semi-annually, soon after mowing, and after the occurrence of a 50-year 24-hour storm (approximately 7.31 inches of rainfall over a 24-hour period).	Field Staff under the Direction of a Licensed Professional Engineer and/or Qualified Professional
2. Maintenance	Maintenance includes: (a) mowing of vegetative swales, (b) mowing/trimming around the perimeter of the rain gardens, (c) sediment and debris removal by hand in both swales and rain gardens, (d) pruning vegetation in rain gardens, (e) mulching of rain gardens using hardwood mulch to ensure no exposed soil between plants, and (f) See also Appendix B, ALL paragraph 3(c) Stormwater Structures.	(a) Semi-annual mowing (i.e., approximately in April and October) to be completed simultaneously with mowing/trimming in other areas, and with semi-annual inspection in other areas b) Same as 4.2(a) (c) Spring maintenance (Approximately April), Fall maintenance, (Approximately October) (d) Approximately May (e) Approximately May	Maintenance Personnel
3. Corrective Actions	(a) Invasive vegetation. Hand-pull if feasible or by treatment if needed (ConCom approval may be required) in rain gardens and swales. (b) Dead/damaged vegetation. Remove and replant with native vegetation consistent with -vegetation appropriate for rain gardens (c) Erosion. Re-establish stabilizing vegetation; evaluate cause - in swales and rain gardens. (d) Bare spots: replacement with native Rain Garden vegetation consistent with -vegetation appropriate for rain gardens. Repair with grass seed in swales. If semi-annual inspection reveals any of the listed concerns, a correction action plan will be developed and implemented. Stakeholders will be notified.	(a) Invasive vegetations removal in rain gardens and swales, as needed b) Annually; approximately May c) Annually; approximately May (d) Annually; approximately May Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected as quickly as reasonably possible and within no more than six months.	Qualified Professional

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table
March 2024

Monitoring and Maintenance Type	Description	Frequency	Anticipated Staffing Plan
B. Monitoring and Maintenance of Cover System Areas and Remaining Site Areas			
1. Inspection of Cover System Areas	Visual inspection of the Former Eastern Areas, the Relocation Area (specifically, the Northern Perimeter of the Fill Relocation Area), the Gas Line easement, and the Gas Line Wedge Area. Monitoring includes: (a) inspection of Cover System(s) for any deficiencies, including erosion, subsidence, sloughing, breaches, burrowing, lack of vegetation, worn footpaths, or other erosion processes, and for the presence of invasive species or vegetation not consistent with recommended and/or extensive monitoring material; (b) evaluation of vegetation health and/or stickiness; (c) inspection to see that growth to ensure that roots are not endangering the integrity of the any fill area; (d) sediment accumulation; (e) presence of rodents; and (f) evidence of vandalism and/or debris accumulation. Any deficiencies shall be physically inserted in the field with flagging tape, pin flags, or other suitable items used for marking.	Semi-annually, soon after mowing has been completed to allow close visual inspection of the ground surface (anticipated in May and November)	Field Staff under the Direction of a Licensed Professional Engineer
2. Inspection of Remaining Site Areas	Visual inspection of the Access Road, Charles River Link Trail, Trailhead, Gazebos, Western Perimeter, the Upper Promontory, Lower Promontory, and Signage Areas. Monitoring includes: (a) observation of obstruction of access to, and/or viewing of, the bench and signage areas; and (b) evidence of vandalism and/or debris accumulation. Any deficiencies shall be physically inserted in the field with flagging tape, pin flags, or other suitable items used for marking.	Semi-annually (anticipated in May and October)	Field Staff under the Direction of a Licensed Professional Engineer
3. Maintenance of Cover System Areas	Maintenance includes: (a) Mowing of cover system Area side slopes. (b) Removal of woody vegetation. (c) Mowing of Gas Line Easement Area	(a) Semi-Annually; approximately April and October. (b) Annually; approximately May. (c) Every 1-3 years, approximately October.	Maintenance Personnel
4. Maintenance of Remaining Site Areas	Maintenance includes: (a) brush trag/mowing of the Charles River Link Trail from the west side of the Trailhead to the Upper Promontory. (b) regular mowing and weed whacking of the gazebo areas, Upper and Lower Promontories, and Signage Areas; (c) Maintenance Pruning, trimming in areas, as needed as part of the Invasive Species Management Program. (d) removal of litter from mowed areas.	(a) Annually; approximately May. (b) Once per month from approximately May to October. (c) Biennial or Annual, approximately October. (d) Semi-annually	Maintenance Personnel
5. Corrective Actions	If semi-annual inspection reveals any of the listed concerns, a correction action plan will be developed and implemented. Stakeholders will be notified.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected as quickly as reasonably possible and within no more than six months.	--

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table
March 2024

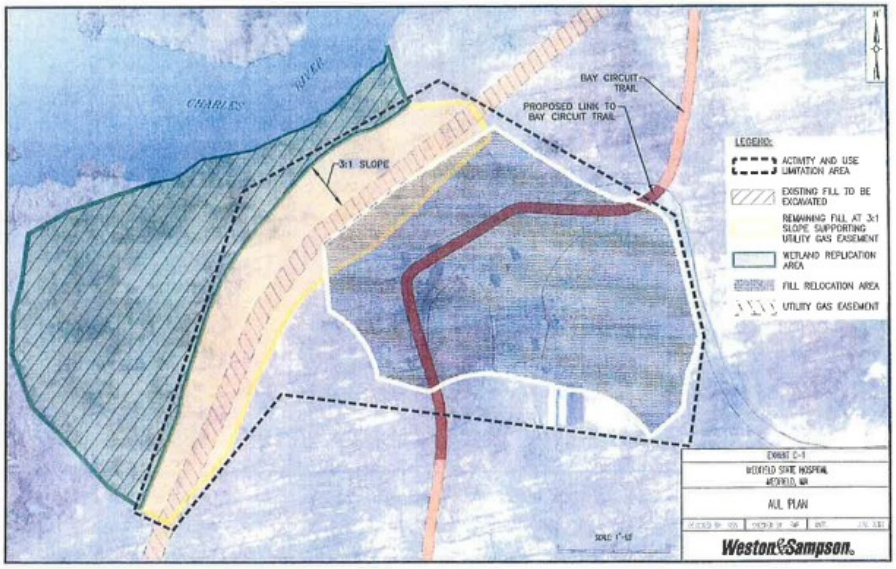
Monitoring and Maintenance Type	Description	Frequency	Anticipated Staffing Plan
C. Groundwater Monitoring for Wells downgradient of the Fill Relocation Area			
1. Groundwater Sampling and Analysis	Sampling of six monitoring wells (CDAW-600 through CDAW-605) downgradient of the Fill Relocation Area for Volatile Organic Compounds (VOCs) and metals. In addition, water quality parameters including dissolved oxygen (DO), oxidation reduction potential (ORP), conductivity (pH), turbidity, and specific conductivity will be monitored. Note: the groundwater monitoring results are provided under the SPD Area Phase IV Status reports. SPD Area wells are included in the Status Reports.	Until detected contaminant levels are below applicable standards for 4 consecutive quarters, but in no event less than 2 years.	Field Staff / Engineer
E. Biostabilization Area			
1. Stability Monitoring	Evaluate the stability of the Bio stabilization techniques including the presence of breaches, lack of vegetation, erosion, sloughing, or any other failures.	Semi-annually	Field Staff under the Direction of a Licensed Professional Engineer
2. Corrective Actions	Upon observation, if concerns are identified, an evaluation of whether/what corrective actions are appropriate, will be conducted. Stakeholders will be notified.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be evaluated and corrected, as appropriate.	--
F. Reporting and Communication			
1. Semi-Annual Report	Activity reports to be provided semi-annually (email to stakeholder list), describing activity conducted in previous six months on each of the items listed above. For each deficiency or condition requiring mitigation identified and not previously resolved, each report shall include a description of the actions taken during the previous six months and a plan & schedule for completing corrective actions. In addition to narrative, report should include (a) Plan showing locations of (i) invasive species detected, (ii) invasive species treated, and (iii) any identified conditions that require correction/mitigation. (b)Photos of conditions requiring correction/mitigation (before and after)	Semi-annually	--
2. Review/Update Comprehensive Long-Term Monitoring and Maintenance Plan	Review this Comprehensive Long-Term Monitoring and Maintenance Plan, in consultation with Stakeholders	Every 10 years (i.e., 2034, 2044, etc.) or as agreed by DCAMM and the stakeholders	--

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table
March 2024

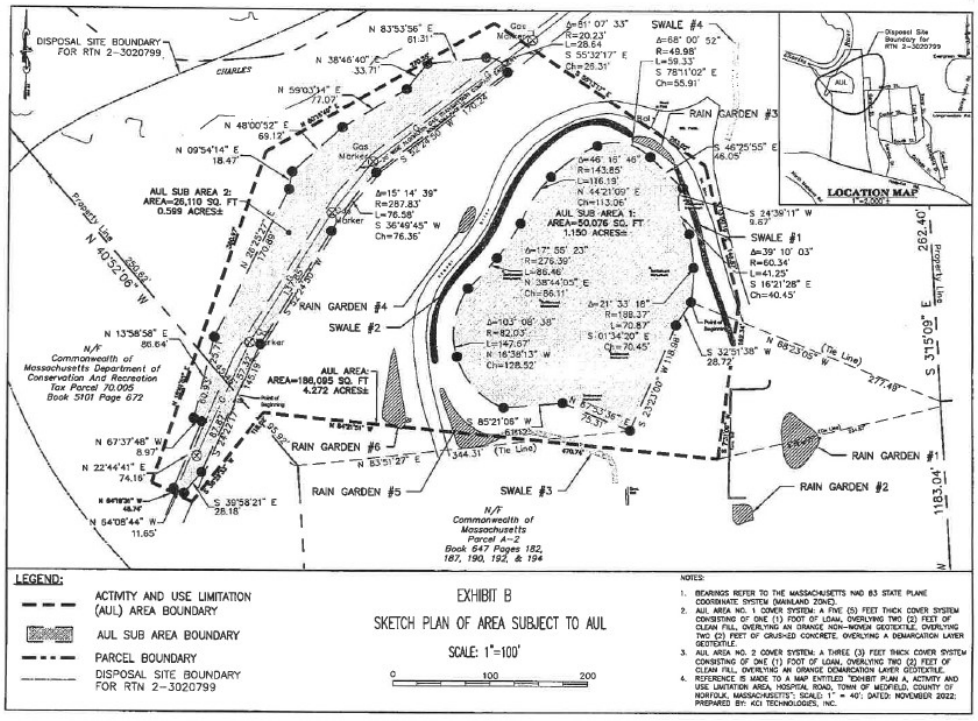
Monitoring and Maintenance Type	Description	Frequency	Anticipated Staffing Plan
D. Settlement Inspection and Monument Survey			
1. Settlement Monitoring (Visual)	Visual inspection of the Fill Relocation Area to observe the area for settlement/subsidence that may create irregularities in the final cover surface causing a deficiency, such as: - Surface ponding; - Seeps along the side slopes; - Spots of soft soils; - Growth of hydrophilic vegetation; - Dead/diseased vegetation; - Pits or gullies; - Cracking or tensions of remaining vegetation surrounded by gullies; - Bare spots; - Cracking or bulging of surface soils; and/or - Erosion along and at the toe of the slopes (e.g., slumping and soil areas) and subsidence of signage or granite benches. See also Exhibit B 1(b)(i) of the Notice of Activity Use Limitation.	Semi-annually, soon after mowing has been completed to allow close visual inspection of the ground surface (anticipated in May and November)	Field Staff under the Direction of a Licensed Professional Engineer
2. Settlement Monitoring (Survey)	Surveying six settlement monuments to evaluate the Fill Relocation Area for potential settlement and/or subsidence. The survey includes a horizontal and vertical elevation survey of the monuments for settlement or irregularities in the cover surface and integrity of the cover. Please note: if the semi-annual visual inspections indicate the presence of the conditions listed in the Settlement Monitoring (Visual) section, a Professional Engineer (PE) will be consulted. The PE will recommend if a survey is/isn't needed. If needed a settlement monument survey will be conducted within 60 days. Please see frequency for the anticipated schedule. See also Exhibit B 1(b)(i) of the Notice of Activity Use Limitation.	Survey of the settlement monuments will be conducted every 5 years, for 3 total survey events (i.e., 2024, 2027, and 2030, anticipated in May), after this initial time-period, periodic surveying of the settlement monuments will be conducted every 10 years (i.e., 2040, 2050, etc.) at a minimum, or as directed by a licensed PE (see below). Based on semi-annual visual inspection observations, a settlement monument survey may be triggered (prior to the 10-year scheduled survey) if a condition listed under the Settlement Monitoring (Visual) section was observed, and a licensed PE recommends that a settlement monument survey be conducted to evaluate if potential settlement and/or subsidence is present. If a triggered settlement monument survey occurs before the scheduled 10 year survey, the next settlement monument survey will be conducted 10 years from that date (e.g., if a PE recommends a settlement monument survey is needed and the survey is conducted in June 1, 2040, the next settlement monument survey will occur on or before June 1, 2050). Surveys shall be recorded in the biannual LTM report, which will be submitted to the Medfield Conservation Commission and Medfield Library Repository. If a settlement monument survey is triggered, a description of the trigger will be provided in the LTM report.	Field Staff under the Direction of a Licensed Professional Engineer
3. Corrective Actions	If evidence of settlement is detected by visual inspection or monument survey, a corrective action plan may be developed and implemented, if recommended under the direction of a PE. See Exhibit 1 (B)(i) of the Notice of Activity Use Limitation. Stakeholders will be notified. Damage to any settlement monument will be repaired. Damaged monuments shall be replaced within at least 1 foot of the initial horizontal location and +/- 0.01 foot of the initial vertical elevation.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected, in consultation with stakeholders, as quickly as reasonably possible and within no more than six months of detection or within 60 days or inspection if necessary to stabilize the Cover System. If deficiencies expose asbestos containing material, access shall be restricted within 48 hours and covered within 7 days. See Exhibit 1 (B)(i) of the Notice of Activity Use Limitation.	--

DRAFT AUL Area Delineation Settlement Agreement 2013

Figure D-1



AUL Area Delineation Settlement Agreement Amendment 2024



Bk 40953 Pg36 #101833

April 2024 AMENDMENT OF
SETTLEMENT AND COOPERATION AGREEMENT

Reference is made to the Settlement and Cooperation Agreement entered into on July 26, 2013 ("**Agreement"**), by and between (1) the Commonwealth of Massachusetts, by and through its Division of Capital Asset Management and Maintenance (**"DCAMM"**), and (2) the Town of Medfield (**"Medfield"**), by and through its Board of Selectmen, which said parties do hereby amend as follows:

All references in the Agreement to the "Long Term Monitoring Plan" attached to said Agreement as Exhibit F, shall hereafter refer inclusively to the "Short-Term Monitoring and Maintenance Plan" and "Long-Term Monitoring and Maintenance Plan" attached to this Amendment as **Amended Exhibit F**. DCAMM will implement the plans in Amended Exhibit F.

All references in the Agreement to an Activity and Use Limitation ("AUL") shall hereafter refer to the AUL on file with the Massachusetts Department of Environmental Protection (**"MassDEP"**), as amended through the date hereof. The draft AUL language in Exhibit E of the Agreement, and any figure in the Agreement estimating the location of the AUL, are replaced and superseded by the aforementioned AUL on file with MassDEP, a copy of which is included as Appendix B of the Long-Term Monitoring and Maintenance Agreement attached as Amended Exhibit F of this Amendment.

All other provisions of the original Agreement remain in effect.

This Amendment may be signed in separate counterpart signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date last written below.

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
Adam Baacke, Commissioner

Date: _____

Town of Medfield

By: _____
Eileen Murphy, Select Board Chair

Date: _____

AMENDED EXHIBIT F

Short-Term Monitoring and Maintenance Plan

and

Long-Term Monitoring and Maintenance Plan

[attached hereto]

Weston & Sampson

westonandsampson.com

WESTON & SAMPSON ENGINEERS, INC.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867
tel: 978.532.1900

Short-Term Monitoring and Maintenance Plan

APRIL 2024

FORMER MEDFIELD STATE HOSPITAL

45 HOSPITAL RD
MEDFIELD, MA

PREPARED FOR:
MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

TABLE OF CONTENTS

Page

TABLE OF CONTENTS i

LIST OF FIGURES ii

LIST OF TABLES ii

LIST OF APPENDICES ii

ACKNOWLEDGEMENT iii

1.0 INTRODUCTION 1-1
- 1.1 Project Description and Background 1-1
- 1.2 Project Location 1-2
- 1.3 Responsible Parties 1-3
- 1.4 Distribution List 1-3

2.0 SHORT-TERM MONITORING TASKS, INSPECTION FREQUENCY, AND MAINTENANCE 2-1
- 2.1 Wetland Restoration Area 2-1
  - 2.1.1 Visual Monitoring and Vegetation Monitoring 2-1
  - 2.1.2 Invasive Species Monitoring 2-1
  - 2.1.3 Invasive Species Treatment 2-3
  - 2.1.4 Other Corrective Actions 2-3
- 2.2 Western Perimeter, Gas Line Easement Area, and Gas Line Wedge Area 2-3
  - 2.2.1 Monitoring 2-3
  - 2.2.2 Invasive Species Treatment 2-4
- 2.3 Biostabilization Area 2-4
  - 2.3.1 Wildlife Habitat Functional Assessment 2-4
  - 2.3.2 Corrective Actions 2-4

3.0 REPORTING AND COMMUNICATION 3-1
- 3.1 Semi-Annual Report 3-1
  - 3.1.1 Corrective Action Communication and Reporting 3-1
- 3.2 Review of Management Strategy 3-1

4.0 REFERENCES 4-1

LIST OF FIGURES

Figure 1 ..... Locus Map

Figure 2 ..... Site Plan

Figure 3 ..... Short-Term Monitoring Site Plan

Figure 4 ..... Western Perimeter and Wetland Restoration Area Monitoring Plan

LIST OF TABLES

Table 1-1 ..... Project Location Summary

Table 2.1.2-1 ..... Summary of Wetland Restoration Area Monitoring Tasks

Table 2.2.1-1 ..... Summary of Western Perimeter Monitoring Tasks

LIST OF ATTACHED TABLES

Table 1 ..... Comprehensive Short-Term Monitoring and Maintenance Table

APPENDICES

Appendix A ..... Distribution List (Updated February 2024)

ACKNOWLEDGEMENT

DCAMM acknowledges and appreciates the yearlong cooperative effort of the following stakeholders to develop this Comprehensive Short-Term Monitoring and Maintenance Plan:

- Town of Medfield;
- Public Involvement Plan Group; and
- Charles River Watershed Association.

1.0 INTRODUCTION

This Comprehensive Short-Term Monitoring and Maintenance Plan has been developed for the short-term monitoring and maintenance tasks associated with the Wetland Restoration Area and abutting resource areas (formerly the Construction and Demolition (C&D) Area) and Invasive Species Management of the former Medfield State Hospital, 45 Hospital Road in Medfield, Massachusetts (the Site). The area subject to this plan is outlined on Figures 2-4.

This monitoring and maintenance plan has been prepared on behalf of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM). The subject area, including a large wetland area adjacent to the Charles River, was remediated and restored by DCAMM in 2014-2015, in coordination with the Town of Medfield and other stakeholders. This plan builds upon and supersedes the 2014 "Comprehensive Short- and Long-Term Monitoring Plan" (the "2014 Plan") prepared by Weston & Sampson Engineers, Inc. (Weston & Sampson), and outlines updated monitoring and maintenance procedures, corrective measures, and sequence of activities to provide protection and functionality of the Wetland Restoration Area and the other areas shown on Figures 2 through 4. The following are the major plan components:

- Wetland Restoration Area Monitoring and Invasive Species Management, and
- Biostabilization Area Inspection.

Monitoring activities outlined in the 2014 Comprehensive Short- and Long- Term Monitoring Plan were to begin post-construction, beginning in 2015. Due to unforeseen circumstances, the Short-Term monitoring did not begin until Fall 2019.[1] Due to the delay in the schedule, monitoring and maintenance activities and Invasive Species Management, outlined herein, will be continued through Fall 2027.

This monitoring and maintenance plan is part of a 2024 Amendment of the 2013 Settlement Agreement between the Town and DCAMM. This Plan was submitted as Appendix H as part of a Notice of Intent (NOI) submittal to the Medfield Conservation Commission in April 2024. Activities under this Plan will be conducted in tandem with the April 2024 NOI.

1.1 Project Description and Background

The former Medfield State Hospital (MSH) facility was operated by the Department of Mental Health (DMH) as a psychiatric treatment facility from 1896 until 2003, when it ceased operations. The MSH was a self-sufficient facility that included residential facilities, agricultural fields, a dairy farm, machine and carpentry shops, a Laundry Building (now demolished), potable water well supply, and a C&D waste disposal area (C&D Area). The former MSH facility managed C&D waste on-site at the C&D Area, located along the south bank of the Charles River until the 1990s when MSH changed its operating policies from on-site management to off-site disposal of C&D waste.

[1] Please note, the stability monitoring for the biostabilization area has been conducted in accordance with the proposed schedule outlined in the original Short- and Long-Term Monitoring Plan and began on a monthly basis starting in 2015 for 24 months, and then bi-annually thereafter.

The C&D Area was remediated in 2014-2015, under a Phase IV Remedy Implementation Plan (RIP) prepared in accordance with the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000), which included the following:

- Excavation of a majority of fill within the C&D Area;
- Removal and off-Site disposal of the most highly impacted fill (e.g., containing lead concentrations exceeding MCP Upper Concentration Limits);
- Relocation of remaining excavated fill to the former Power Plant Area (the Fill Relocation Area);
    - Covering the relocated fill with an orange geotextile demarcation fabric, two (2) feet of crushed concrete, a geotextile separation fabric, two (2) feet of clean soil, and one (1) foot of loam for a total of 5 feet of cover;
- Mechanical sediment dredging of the Charles River Sediment Area;
- Restoration and reestablishment of the natural resources and floodplain along the Charles River within the C&D Area, as the Wetland Restoration Area;
- Fill/debris removal within the Gas Line Area to two feet above the elevation of the top of pipe;
    - The "Gas Line Wedge Area" is a sloped area of fill to the west of the Gas Line easement. Fill was not removed to ensure slope stability for protection of the gas line at a 3:1 slope.
    - Covering the Gas Line Area and Gas Line Wedge Area with an orange geotextile demarcation fabric and 3-foot cover system consisting of 27 inches of clean soil and 9 inches of loam. This cover system achieved a minimum of 5 feet (2 feet of existing fill and 3 feet of clean fill) of cover over the Gas Line pipe. Similarly, a geotextile demarcation fabric and a 3-foot cover system was placed over the Gas Line Wedge Area. This cover system was implemented along the length of the Gas Line Easement located within the boundaries of the limit of work. Additionally, crushed stone was added on the southern portion of the Gas Line Easement Area (near monitoring well CD-MW-500) for erosion protection in a low-lying area; and
- Enhancing access to and use of restored open spaces.

The locations of the Relocation Area, Wetland Restoration Area, and Gas Line Areas are provided on Figures 2 through 4. The following plan provides monitoring and maintenance activities for these areas that were established during remediation.

1.2 Project Location

The area subject to this plan is located within the MSH Campus in Medfield, Massachusetts with specific coordinates provided in Table 1-1. This project encompasses approximately 3 acres in the Wetlands Restoration Area and abutting resource areas.

TABLE 1-1
PROJECT LOCATION SUMMARY

Site Address:	45 Hospital Road Medfield, MA 02052
Coordinates:	Lat: 42° 12'41.166" N Lon: 71° 20'6.9282" W
Area of Disturbance:	Approximately 3 acres
Nearest Street:	Hospital Road

TABLE 1-1 PROJECT LOCATION SUMMARY	
Street Location (with respect to the project)	South

1.3 Responsible Parties

The responsible party for monitoring and maintenance activities proposed herein are as follows:

Massachusetts Division of Capital Asset Management and Maintenance
Contact: Susan Ruch, Director of Environmental Services
Phone Number: (617) 727-4050
Email: susan.ruch2@mass.gov

DCAMM may appoint contractors or consultants to oversee or complete monitoring and maintenances activities on behalf of the Division. DCAMM will retain monitoring and maintenance responsibilities regardless of whether care and control of the C&D Area (including the Fill Relocation Area, the Wetland Restoration Area, and the Gas Line Area) is transferred to another Commonwealth agency charged with managing the C&D Area on behalf of the Commonwealth (e.g., conveyance of restored wetlands to the Massachusetts Department of Conservation and Recreation).

1.4 Distribution List

The parties listed in Appendix A will receive a copy of this revised plan and copies of future Semi-Annual Short-Term Monitoring and Maintenance Report.

2.0 SHORT-TERM MONITORING TASKS, INSPECTION FREQUENCY, AND MAINTENANCE

Short-term monitoring on site will be conducted to evaluate that design features remain functioning in their original intended condition post-construction. Monitoring tasks for each area are described below.

A new NOI has been submitted to the Medfield Conservation Commission in April 2024, for the treatment of invasive species along the Western Perimeter, Gas Line Easement Area, Gas Line Wedge Area, and within the Wetland Restoration Area, please refer to Figure 2 for the general location on these areas. The Invasive Species Management Plan for the Wetlands Restoration Area includes treatment of Phragmites, Purple Loosestrife, Reed Canary Grass, and Mile-a-Minute. The Western Perimeter, Gas Line Easement Area, and Gas Line Wedge Area includes treatment of Mile-a-Minute.

Invasive Species Monitoring and treatment will continue for an additional four (4) years (i.e., anticipated from Spring 2024 through Fall 2027), pending approval of the NOI. Please refer to these documents for more specific information regarding the management plan.

2.1 Wetland Restoration Area

After the construction of the Fill Relocation Area, the C&D Area was restored with approximately 78,000 square feet of wetlands, now known as the Wetland Restoration Area. Restoration activities include application of hydric soils, planting and seeding restored wetland with native wetland species, and placement of excess tree trunks and stumps from initial site clearing activities throughout the Wetland Restoration Area to naturalize the area and provide bird habitat.

2.1.1 Visual Monitoring and Vegetation Monitoring

Visual monitoring of the river and wetland area will be conducted for the presence of potential impacts, including but not limited to, petroleum sheen, odor, or staining. Inspections will also include the identification of wildlife damage, vegetative distress, and evidence of seeps, wetland impacts, and surface water concerns, if present.

Vegetative monitoring of overall wetland vegetation health, including the requirement to maintain at least 90% vegetative cover of the wetland species, will be conducted.

Monitoring will continue semi-annually for an additional two (2) years (anticipated 2024 through Fall 2025).

2.1.2 Invasive Species Monitoring

Invasive Species Monitoring will be conducted via transect method. A transect is a line, laid on the ground, that is used to ensure sampling locations are distributed evenly throughout the area of interest. There are five (5) proposed sampling transects located within the Wetland Restoration Area that extend into seven (7) transects along the Western Perimeter, the west end of the Northern Perimeter, the Gas Line Easement, and Gas Line Wedge Area (the monitoring and maintenance for these areas is included in Section 2.2, below). The transects and their associated areas are provided on Figure 4.

These transects are spaced approximately 90-feet apart. The length of each transect is unique to the transect location, ranging from approximately 35 to 205 feet. If feasible based on field conditions, the starting and ending points of each transect will be permanently marked with grade stakes painted

orange, so that the same locations can be found each year. The starting and end points will also be GPS'd.

Each transect will be broken down into smaller vegetation sampling "blocks" that are approximately 50-feet long and 10-feet wide (five feet on either side of the transect centerline) (See Figure 4). These blocks will be used for the invasive species composition analysis. The smaller size of the blocks will allow for easier in-field calculations. The absolute percent cover of invasive species will be recorded on a separate data sheet for each block. Absolute percent cover represents the percent of the ground surface covered by a plant species when viewed from above. This is the preferred abundance measure for vegetation sampling plot analysis as outlined in the US Army Corps of Engineers Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (2012). The determination on whether a species is considered invasive will be based on the Massachusetts Invasive Plant Advisory Group (MIPAG) list.

Per the Invasive Species Monitoring Plan the established blocks will be checked semi-annually for the presence of invasive species. If more than 10% of the absolute percent cover of any block within the Wetland Restoration Area is comprised of invasive species then removal/treatment efforts will be implemented across the entire Wetland Restoration Area*.

Visual monitoring of five (5) transect lines*, located within the Wetland Restoration Area, will be conducted semi-annually (spring and late summer) for 4-years (anticipated from Spring 2024 through Fall 2027).

**Please note, there are two (2) additional transect lines that are present outside of the Wetland Restoration Area, equaling seven (7) transect lines in total. Please refer to Figure 4 and Section 2.2.1 below for the location and additional monitoring efforts associated with these transects, respectively.*

Visual estimation of percent dominance and percent cover of each species identified within the "block" to determine the overall health of the restored area will be completed by a Wetland Scientist. Photographic evidence of each "block" will be collected from a fixed point so that visual comparisons can be made during future monitoring events.

The following table provides a summary of monitoring tasks associated with the Wetlands Restoration Area.

Table 2.1.2-1
Summary of Wetland Restoration Area Monitoring Tasks

Type	Description	Frequency
Visual Inspections	Inspect the river/wetland for presence of potential impacts, including but not limited to petroleum sheen, odor or staining. Inspections will also include the identification of wildlife damage, vegetative distress, and evidence of seeps, wetland impacts and surface water concerns, if present.	Semi-annually through 2025
Vegetation Monitoring	Monitor wetlands vegetation health including the requirement to maintain at least 90% vegetative cover of wetland species.	Semi-annually through 2025

Table 2.1.2-1 Summary of Wetland Restoration Area Monitoring Tasks		
Type	Description	Frequency
Invasive Species Monitoring	Monitor the Wetland Restoration Area for invasive species by evaluating vegetation sampling "blocks" [50-foot long by 10-foot wide (five feet on either side of the transect centerline) areas] for the presence of more than 10% of invasive species.	Semi-annually for 4 years (i.e., 2024 – 2027)

2.1.3 Invasive Species Treatment

Invasive Species treatment will be conducted semi-annually or annually over a 4-year period (anticipated from Spring 2024 through Fall 2027[2]), depending on species. Treatment techniques are outlined in the NOI submitted in April 2024.

Invasive Species Management activities and results will be documented in the Semi-Annual Short-Term Monitoring Report outlined in Section 3.0.

2.1.4 Other Corrective Actions

If visual inspections and vegetation monitoring, outlined in Section 2.1.1., indicate listed concerns below, a corrective action plan will be developed and implemented.

- Petroleum sheen
- Odor or Staining
- Wildlife Damage
- Vegetative Distress
- Evidence of seeps
- Wetland impacts and surface water concerns

Corrective actions will be recorded in accordance with Section 3.0.

2.2 Western and Northern Perimeter, Gas Line Easement Area, and Gas Line Wedge Area

2.2.1 Monitoring

Visual monitoring of the seven (7) transects will be conducted on the Western Perimeter, the west end of the Northern Perimeter, the Gas Line Easement Area, and the Gas Line Wedge Area in accordance with the approach outlined in Section 2.1.2, and the table below.

Table 2.2.1-1 Summary of Western Perimeter Monitoring Tasks		
Type	Description	Frequency
Invasive Species Monitoring	Monitor the Western Perimeter, the west end of the Northern Perimeter, Gas Line Easement, and Gas Line Wedge Area for invasive species by evaluating vegetation sampling "blocks" [50-foot long by 10-foot wide (five feet on either side of the transect centerline)	Semi-annually for 4 years (i.e., 2024 – 2027)

[2] Pending approval of the NOI.

Table 2.2.1-1 Summary of Western Perimeter Monitoring Tasks		
Type	Description	Frequency
	areas] for the presence of more than 10% of invasive species.	

Monitoring of the Western Perimeter, the west end of the Northern Perimeter, Gas Line Easement Area, and Gas Line Wedge Area is to ensure invasive species do not migrate downslope into the Wetland Restoration Area. Monitoring activities will be documented in the Semi-Annual Short-Term Monitoring Report outlined in Section 3.0. As identified in the Invasive Species Management Plan, if more than 10% of the absolute percent cover of any block is comprised of invasive species then removal/treatment efforts will be implemented within the Western Perimeter, the west end of the Northern Perimeter, Gas Line Easement, and/or Gas Line Wedge Area.

2.2.2 Invasive Species Treatment

Invasive Species treatment will be conducted semi-annually or annually over a 4-year period (anticipated from Spring 2024 through Fall 2027[3]), depending on the species. Treatment techniques are outlined in the NOI submitted in April 2024.

Invasive Species Management activities and results will be documented in the Semi-Annual Short-Term Monitoring Report outlined in Section 3.0.

2.3 Biostabilization Area

After the construction of the Fill Relocation Area, the Charles River riverbank was restored with biostabilization features. Biostabilization features re-established the natural riverbank profile and habitat and provides protection from river erosion for the established Wetland Restoration Area located east of the riverbank.

2.3.1 Wildlife Habitat Functional Assessment

The Biostabilization Area will be evaluated semi-annually for 4-years (Spring 2024 through Fall 2027) to determine the functional ability to provide wetland habitat. The evaluation will be consistent with the Massachusetts Wildlife Habitat Protection Guidance for Inland Wetlands, Simplified Wildlife Habitat Evaluation. Assessment activities will include visual observations of wildlife and evidence of wildlife usage.

Results of the Wildlife Habitat Functional Assessment will be documented in the Semi-Annual Short-Term Monitoring Report outlined in Section 3.0.

2.3.2 Corrective Actions

If inspections of the Biostabilization Area document any concerns, an evaluation of whether/what corrective actions are appropriate, will be conducted. Corrective actions will be recorded in accordance with Section 3.0.

[3] Pending approval of the NOI.

3.0 REPORTING AND COMMUNICATION

Short-term monitoring and management results will be summarized in a semi-annual report. The following sections outline the reporting mechanisms and frequency.

3.1 Semi-Annual Report

The semi-annual report will include a summary of the monitoring, management, and corrective actions for the following Site areas:

- Wetlands Restoration Area – Monitoring, Management, and Corrective Actions
- Western Perimeter, the west end of the Northern Perimeter, Gas Line Easement Area, and Gas Line Wedge Area – Monitoring and Management
- Bio-Stabilization Area – Monitoring and Corrective Actions

Semi-annual reports are expected in approximately May/June and October/November of each year.

Copies of the semi-annual Short-Term Monitoring and Maintenance Report will be distributed to the parties listed in Appendix A and the Medfield Town Library Repository.

3.1.1 Corrective Action Communication and Reporting

For each deficiency or condition requiring mitigation identified and not previously resolved, each report shall include a description of the corrective actions taken during the previous six months and a plan & schedule for completing corrective actions.

Photographic evidence will include photos of potential impacts, wildlife damage, vegetative distress, evidence of seeps, wetland impacts, surface water impacts, invasive species, and each “block” from a fixed point so that visual comparisons can be made during future monitoring events.

3.2 Review of Management Strategy

Review of the Short-Term Monitoring and Invasive Species Management Plan will be conducted on an annual basis for 4 years (i.e., the length of monitoring and treatment from 2024 – 2027), or as agreed to by DCAMM and the stakeholders. An additional meeting will be conducted before the end of the Short-Term program, (i.e., in 2027) to review the outcome and effectiveness of the management strategy.

4.0 REFERENCES

Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance, Special Project Designation Permit Application Former Medfield State Hospital Site Former Medfield Sate Hospital Disposal Areas Medfield, Massachusetts, December 30, 2009.

Weston & Sampson Engineers, Inc., Comprehensive Short- and Long-Term Monitoring Plan MA State Project No: DCP0505-HC6 Remediation and Restoration of Construction & Demolition Area Former Medfield State Hospital Medfield, Massachusetts, June 2014.

Massachusetts Department of Environmental Protection Bureau of Resource Protection Wetlands and Waterways Program, Massachusetts Wildlife Habitat Protection Guidance for Inland Wetlands, March 2006.

FIGURES

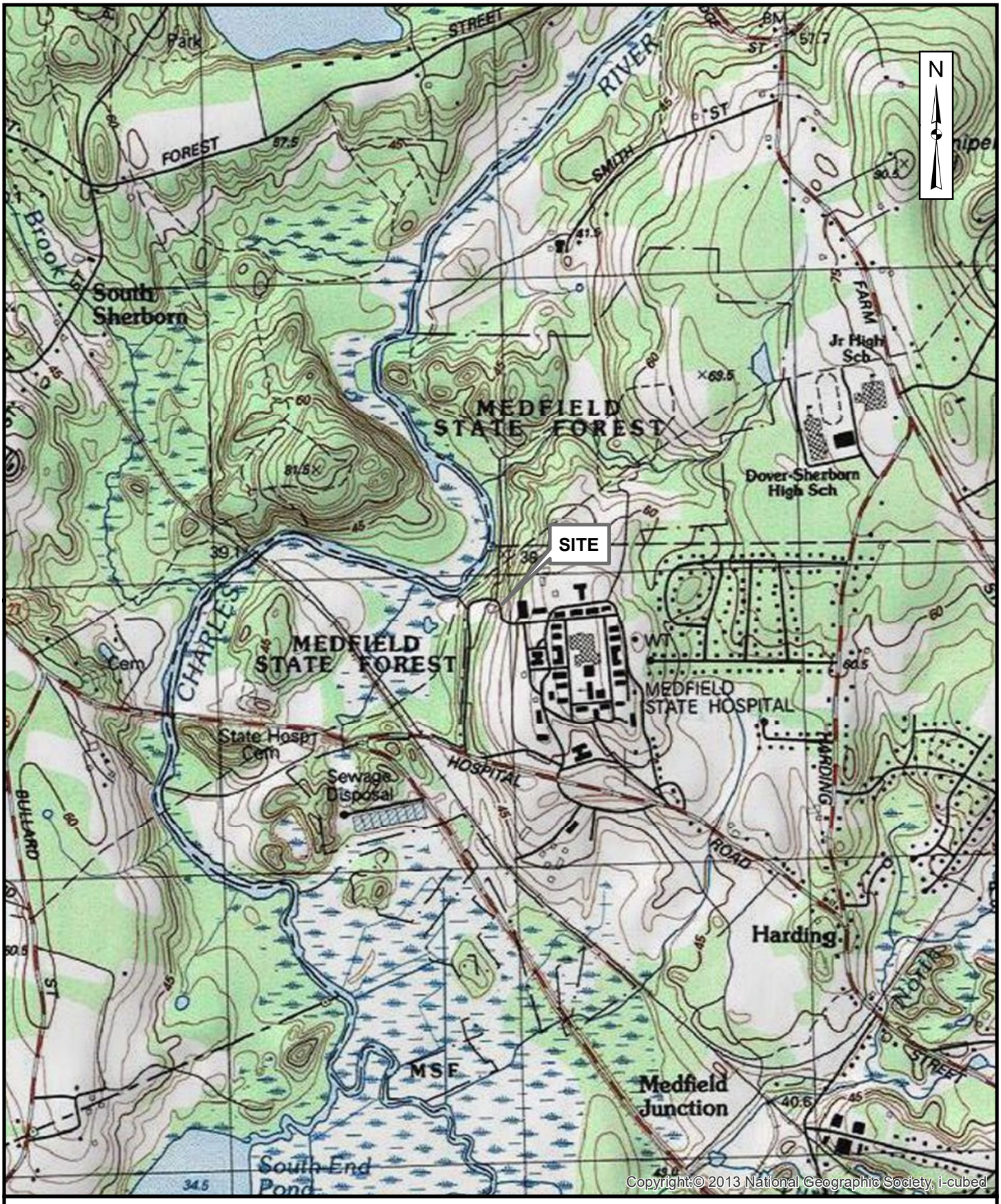


FIGURE 1
45 HOSPITAL ROAD
MEDFIELD, MASSACHUSETTS

LOCUS MAP

0 2,000 4,000 **Feet**

Weston & Sampson

Path: \\wse03.local\WSE\Projects\MA\DCAMM\Medfield State Hospital\CAD\GIS\Figure 1 - Locus Map.mxd **User:** McGuireM **Saved:** 1/27/2023 2:01:36 PM **Opened:** 1/27/2023 2:02:34 PM

N

CHARLES RIVER

CHARLES RIVER LINK TRAIL

DRAINAGE CHANNEL

GAS LINE EASEMENT

NORTHERN PERIMETER

BIOSTABILIZATION MEASURES

SWALE #4

SIGNAGE AREA #2

SIGNAGE AREA #3

RAIN GARDEN #3

SWALE #1

WESTERN PERIMETER

LOWER PROMONTORY

MON. 1

SIGNAGE AREA #4

RAIN GARDEN #4

SWALE #2

CULVERT TO RAIN GARDEN #6

MON. 6

SIDE SLOPE AREA

UPPER PROMONTORY

MON. 2

ACCESS ROAD

MON. 5

SIGNAGE AREA #1

SWALE CONSTRUCTED AS PART OF 2022 SPD AREA REMEDIATION PROJECT

MON. 4

MON. 3

RAIN GARDEN #6

CULVERT TO RAIN GARDEN #6

RAIN GARDEN #5

CHARLES RIVER LINK TRAIL

SWALE #3

SOUTHERN PERIMETER

CULVERT TO RAIN GARDEN #1

RAIN GARDEN #1

RAIN GARDEN #2

N

FORMER PUMPHOUSE

LEGEND:

- 20' WIDE GAS LINE AREA
- RAIN GARDEN
- GRASSED SWALE
- COVER SYSTEM AREA
- UPPER & LOWER PROMONTORY AND SIGNAGE AREAS
- SIDE SLOPE AREA
- NORTHERN PERIMETER
- SOUTHERN PERIMETER
- WESTERN PERIMETER
- GAS LINE WEDGE AREA
- CANOE LANDING AREA
- ROOT WAD
- AREA SUBJECT TO SHORT TERM MONITORING & MAINTENANCE PLAN

MA DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
MEDFIELD STATE HOSPITAL, MEDFIELD, MA

FIGURE 2

SITE PLAN

FEBRUARY 2024 SCALE: N.T.S.

Weston & Sampson

P:\MA\DCAMM\Medfield State Hospital\C&D Area\C&D Long Term Monitoring\CADD\DWG\C&D Monitoring Plan.dwg

N

CHARLES RIVER

CHARLES RIVER LINK TRAIL

DRAINAGE CHANNEL

GAS LINE AREA

NORTHERN PERIMETER

GAS LINE WEDGE AREA

BIOSTABILIZATION MEASURES

WETLAND MONITORING PLOT (TYP.)

GAS LINE AND GAS LINE WEDGE AREA COVER SYSTEM

CD-MW-505

CD-MW-504

CD-MW-503

WESTERN PERIMETER

C&D AREA

SWALE #4

SIGNAGE AREA #2

SIGNAGE AREA #3

RAIN GARDEN #3

SWALE #1

MON. 1

LOWER PROMONTORY

RAIN GARDEN #4

SIGNAGE AREA #4

CD-MW-502

MON. 6

MON. 2

SETTLEMENT SURVEY MONUMENT (TYP.)

ACCESS ROAD

UPPER PROMONTORY

MON. 5

CULVERT TO RAIN GARDEN #6

FILL RELOCATION AREA COVER SYSTEM

SWALE #2

MON. 4

SIGNAGE AREA #1

WETLAND RESTORATION AREA

CD-MW-501

CD-MW-500

SWALE CONSTRUCTED AS PART OF 2022 SPD AREA REMEDIATION PROJECT

CULVERT TO RAIN GARDEN #6

MON. 3

RAIN GARDEN #6

RAIN GARDEN #5

CULVERT TO RAIN GARDEN #1

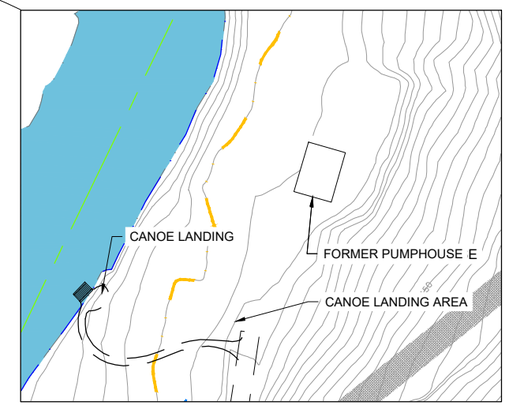
CHARLES RIVER LINK TRAIL

SWALE #3

RAIN GARDEN #1

SOUTHERN PERIMETER

RAIN GARDEN #2



LEGEND:

- 120 — PROPOSED CONTOUR
- BANK OF RIVER
- LIMIT OF WETLANDS
- BUTTONBUSH SWAMP
- 20' WIDE GAS LINE AREA
- RAIN GARDEN
- GRASSED SWALE
- COVER SYSTEM AREA
- GW MONITORING WELL
- MON. # — SETTLEMENT SURVEY MONUMENT
- ROOT WAD
- WETLAND BOUNDARY
- 50-FOOT DO NOT DISTURB BUFFER ZONE
- 100-FOOT BUFFER ZONE
- 100-FOOT RIVER FRONT AREA
- 200-FOOT RIVER FRONT AREA
- AREA SUBJECT TO SHORT TERM MONITORING & MAINTENANCE PLAN

MA DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
MEDFIELD STATE HOSPITAL, MEDFIELD, MA

FIGURE 3

SHORT-TERM MONITORING SITE PLAN

JANUARY 2024 **SCALE: N.T.S.**

Weston & Sampson℠

P:\MA\DCAMM\Medfield State Hospital\C&D Area\C&D Long Term Monitoring\CADD\DWG\C&D Monitoring Plan.dwg

N

CHARLES RIVER

CHARLES RIVER LINK TRAIL

DRAINAGE CHANNEL

GAS LINE AREA

NORTHERN PERIMETER

GAS LINE WEDGE AREA

WETLAND MONITORING PLOT (TYP.)

GAS LINE AND GAS LINE WEDGE AREA COVER SYSTEM

C&D AREA

WESTERN PERIMETER

SIGNAGE AREA #4

WETLAND RESTORATION AREA

CULVERT TO RAIN GARDEN #6

CULVERT TO RAIN GARDEN #6

RAIN GARDEN #6

RAIN GARDEN #5

CHARLES RIVER LINK TRAIL

SWALE #4

SIGNAGE AREA #2

SIGNAGE AREA #3

RAIN GARDEN #3

SWALE #1

LOWER PROMONTORY

RAIN GARDEN #4

SETTLEMENT SURVEY MONUMENT (TYP.)

ACCESS ROAD

UPPER PROMONTORY

FILL RELOCATION AREA COVER SYSTEM

SWALE #2

SIGNAGE AREA #1

SWALE CONSTRUCTED AS PART OF 2022 SPD AREA REMEDIATION PROJECT

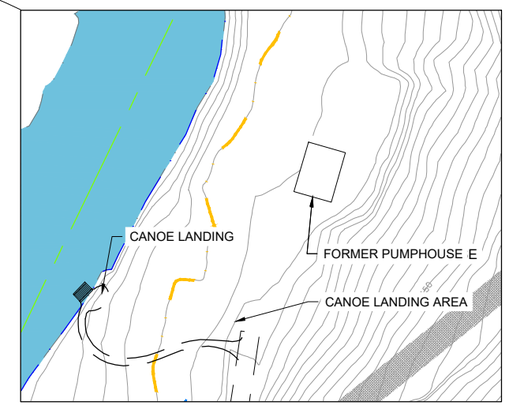
SWALE #3

SOUTHERN PERIMETER

CULVERT TO RAIN GARDEN #1

RAIN GARDEN #1

RAIN GARDEN #2



LEGEND:

- 120 — PROPOSED CONTOUR
- BANK OF RIVER
- LIMIT OF WETLANDS
- BUTTONBUSH SWAMP
- 20' WIDE GAS LINE AREA
- RAIN GARDEN
- GRASSED SWALE
- COVER SYSTEM AREA
- WETLAND BOUNDARY
- 50-FOOT DO NOT DISTURB BUFFER ZONE
- 100-FOOT BUFFER ZONE
- 100-FOOT RIVER FRONT AREA
- 200-FOOT RIVER FRONT AREA
- WETLAND MONITORING TRANSECT CENTERLINE
- WETLAND MONITORING "BLOCKS"
- WESTERN PERIMETER TRANSECT CENTERLINE
- WESTERN PERIMETER MONITORING "BLOCKS"
- AREA SUBJECT TO SHORT TERM MONITORING & MAINTENANCE PLAN

MA DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
MEDFIELD STATE HOSPITAL, MEDFIELD, MA

FIGURE 4

WESTERN PERIMETER AND WETLAND RESTORATION AREA MONITORING PLAN

JANUARY 2024 **SCALE: N.T.S.**

Weston & Sampson℠

\\wse03.local\WSE\Projects\MA\DCAMM\Medfield State Hospital\C&D Area\C&D Long Term Monitoring\CADD\DWG\C&D Monitoring Plan.dwg

TABLES

Table 1 - Comprehensive Short-Term Monitoring and Maintenance Table April 2024			
Monitoring and Maintenance Type	**Description**	**Frequency**	**Anticipated Staffing Plan**
A. Wetlands Restoration Area			
1. Visual Inspections	Inspect the river/wetland for presence of potential impacts, including but not limited to petroleum sheen, odor or staining. Inspections will also include the identification of wildlife damage, vegetative distress, evidence of seeps, wetland impacts and surface water concerns, if present.	Semi-annually through 2025 corresponding to monitoring	Botanist/Wetland Scientist
2. Vegetation Monitoring	Monitor of overall wetlands vegetation health including the requirement to maintain at least 90% vegetative cover of wetland species.	Semi-annually through 2025 corresponding to monitoring	Botanist/Wetland Scientist
3. Invasive Species Monitoring	Monitor the Wetland Restoration Area for invasive species via transect method: (a) Monitoring of 5 established transects for the presence of more than 10% of invasive species.	Semi-annually for 4 years (approximately May and October, from 2024 - 2027) Note: monitoring length of time (i.e., through 2027) will correspond to treatment	Botanist/Wetland Scientist
4. Invasive Species Treatment	Anticipated cut & wipe herbicide, and hand-pull. Treatment techniques will be outlined in the NOI. Treatment, if needed based on the results of the monitoring, should be accomplished in the late spring (i.e., mid to late May/beginning of June) and late summer (mid to late August/beginning of September) to capture early growing cycles and translocation periods to maximize efficacy of applied herbicides.	Annually and Semi-annually depending on species for 4 years (i.e., 2024 - 2027) Invasive Species Management currently includes the following: Annually: Phragmites, Purple Loosestrife, and Mile-A-Minute Semi-Annually: Reed Canary Grass Note that approval should be obtained from ConCom or the NOI should be amended as needed to add treatment of any newly discovered invasive species during monitoring.	Botanist/Wetland Scientist
5. Other Corrective Actions	If semi-annual visual inspections & vegetation monitoring (1&2, above) reveal any of the listed concerns, a corrective action plan will be developed and implemented. Stakeholders will be notified.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected, in consultation with stakeholders, as quickly as reasonably possible and within no more than six months.	--
B. Western Perimeter, Gas Line Easement, and Gas Line Wedge Area			
1. Invasive Species Monitoring	Monitor the Western Perimeter Area, the Gas Line Easement, and the Gas line Wedge Area for invasive species, via the transect method: (a) Monitoring of 7 established transects for the presence of more than 10% of invasive species.	Semi-annually for 4 years (approximately May and October, from 2024 - 2027) Note: monitoring length of time (i.e., through 2027) will correspond to treatment	Botanist/Wetland Scientist
2. Invasive Species Treatment	Treatment, if needed based on the results of the monitoring, will be conducted based on techniques outlined in the NOI. Treatment should be accomplished in the late spring (i.e., mid to late May/beginning of June) to capture early growing cycles and translocation periods to maximize efficacy of applied herbicides.	Annually and Semi-annually depending on species for 4 years (i.e., 2024 - 2027) Invasive Species Management currently includes the following: Annually: Phragmites, Purple Loosestrife, Mile-A-Minute, and Japanese Knotweed Note that approval should be obtained from ConCom or the NOI should be amended as needed to add treatment of any newly discovered invasive species during monitoring.	Botanist/Wetland Scientist
C. Biostabilization Area			
1. Wildlife Habitat Functional Assessment	Evaluate the Bio stabilization techniques to determine the functional ability to provide wildlife habitat.	Semi-annually through Fall 2027	Botanist/Wetland Scientist
2. Corrective Actions	Upon observation, if concerns are identified, an evaluation of whether/what corrective actions are appropriate, will be conducted.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be evaluated and corrected, as appropriate.	--
D. Reporting and Communication			
1. Semi-Annual Report	Activity reports to be provided semi-annually (email to stakeholder list), describing activity conducted in previous six months on each of the items listed above. For each deficiency or condition requiring mitigation identified and not previously resolved, each report shall include a description of the actions taken during the previous six months and a plan & schedule for completing corrective actions. In addition to narrative, report should include: (a) Plan showing locations of (i) invasive species detected, (ii) invasive species treated, and (iii) any identified conditions that require correction/mitigation. (b)Photos of conditions requiring correction/mitigation (before and after)	Semi-annually	--
2. Review/Update Invasive Species Management Strategy	With stakeholder input, review invasive species management strategy and update in writing, consistent with applicable guidance and best management practices.	DCAMM will meet with stakeholders once/year and before the end of the Short-Term Wetlands Invasive Species Monitoring and Management Program (identified above in A.3 and A.4) (i.e., in 2027) to review the outcome/effectiveness of the management strategy.	--

APPENDIX A

Distribution List (Updated February 2024)

Name	Title
Medfield Conservation Commission	Conservation Agent
Kristine Trierweiler	Medfield Town Administrator
William Massaro	Head of the PIP Group
John Thompson	PIP Lead Petitioner
Drew Hoyt	Medfield Town Legal Counsel
Zeus Smith	Charles River Watershed Association (CRWA)
Lisa Kumpf	Charles River Watershed Association (CRWA)
Jen Ryan	Charles River Watershed Association (CRWA)

Note: The distribution list is current as of the issuance of this monitoring plan, but is subject to change over time.

Weston & Sampson

westonandsampson.com

Long-Term Monitoring and Maintenance Plan

WESTON & SAMPSON ENGINEERS, INC.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867
tel: 978.532.1900

APRIL 2024

FORMER MEDFIELD STATE HOSPITAL

45 HOSPITAL RD
MEDFIELD, MA

PREPARED FOR:
MASSACHUSETTS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

TABLE OF CONTENTS

Page

TABLE OF CONTENTS i
LIST OF FIGURES ii
LIST OF TABLES ii
LIST OF APPENDICES ii
ACKNOWLEDGEMENT iii

1 INTRODUCTION 1-1
1.1 Project Description and Background 1-1
1.2 Project Location 1-2
1.3 Responsible Party 1-3
1.4 Distribution List 1-3

2 LONG TERM MONITORING AND MAINTENANCE TASKS 2-1
2.1 Stormwater Management System 2-1
2.1.1 Stormwater Feature Inspection 2-1
2.1.2 Stormwater Feature Maintenance 2-1
2.1.3 Corrective Actions 2-2
2.2 Monitoring and Maintenance of Cover System Areas and Remaining Site Areas 2-2
2.2.1 Inspection – Cover System Areas 2-3
2.2.2 Inspection – Remaining Site Areas 2-4
2.2.3 Maintenance – Cover System Areas 2-4
2.2.4 Maintenance – Remaining Site Areas 2-4
2.2.5 Corrective Actions 2-5
2.3 Settlement Inspection and Monument Survey 2-5
2.3.1 Settlement Inspections 2-5
2.3.2 Survey 2-5
2.3.3 Corrective Actions 2-6
2.4 Groundwater Monitoring 2-6
2.5 Biostabilization Area 2-7
2.5.1 Stability Monitoring 2-7
2.5.2 Corrective Actions 2-7

3 LONG-TERM MONITORING AND MAINTENANCE REPORTING AND COMMUNICATION 3-1
3.1 Semi-Annual Long-Term Monitoring and Maintenance Report 3-1
3.1.1 Corrective Action Communication and Reporting 3-1
3.2 Groundwater – Current MCP Reporting Phase 3-2
3.3 Review / Update of Plan 3-2

4 REFERENCES 4-1

LIST OF FIGURES

Figure 1 ..... Locus Map

Figure 2 ..... Site Plan

Figure 3 ..... Long-Term Monitoring Site Plan

LIST OF TABLES

Table 1.2 ..... Project Location Summary

Table 2.3.2 ..... As-Built Monument Coordinate and Elevation Data

LIST OF ATTACHED TABLES

Table 1 ..... Comprehensive Long-Term Monitoring and Maintenance Table

LIST OF APPENDICES

Appendix A ..... Distribution List (Updated February 22, 2024)

Appendix B ..... Copy of Activity and Use Limitation

Appendix C ..... Stormwater Structure Monitoring and Inspection Checklist

Appendix D ..... Erosion and Sedimentation Monitoring and Inspection Checklist

ACKNOWLEDGEMENT

DCAMM acknowledges and appreciates the yearlong cooperative effort of the following stakeholders to develop this Comprehensive Long-Term Monitoring and Maintenance Plan:

- Town of Medfield;
- Public Involvement Plan Group; and
- Charles River Watershed Association.

1 INTRODUCTION

This Comprehensive Long-Term Monitoring and Maintenance Plan has been developed for the monitoring and maintenance tasks to be performed at a portion of the former Medfield State Hospital, 45 Hospital Road in Medfield, Massachusetts, outlined on Figure 2 and 3 (the "Site" or "Area subject to the Long-Term Monitoring and Maintenance Plan").

This Plan has been prepared on behalf of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance (DCAMM). The subject area was remediated and restored by DCAMM in 2014-2015, in coordination with the Town of Medfield and other stakeholders. This Plan builds upon and supersedes the 2014 "Comprehensive Short- and Long-Term Monitoring Plan" prepared by Weston & Sampson Engineers, Inc. (Weston & Sampson), and outlines updated long-term monitoring and maintenance procedures, corrective measures, and sequence of activities to provide protection and functionality of the remediated and restored area. The following are the major plan components:

- Stormwater Structure Monitoring and Maintenance,
- Erosion and Sedimentation Monitoring and Maintenance,
- Groundwater Monitoring,
- Ensuring compliance with the Activity and Use Limitation (AUL) to prevent exposure to contaminants remaining in the ground under the cover systems in the Relocation Area, Gas Line Area, and Gas Line Wedge Area, and
- Maintaining the Site for passive and active recreation, including overlook and trail connections, and aesthetic and physical connections to the Charles River view-shed including vistas and promontories.

This monitoring and maintenance plan is part of a 2024 Amendment of the 2013 Settlement Agreement between the Town and DCAMM. This Plan was submitted as Appendix H as part of a Notice of Intent (NOI) submittal to the Medfield Conservation Commission in April 2024. Activities under this Plan will be conducted in tandem with the April 2024 NOI.

1.1 Project Description and Background

The former Medfield State Hospital (MSH) facility was operated by the Department of Mental Health (DMH) as a psychiatric treatment facility from 1896 until 2003, when it ceased operations. The MSH was a self-sufficient facility that included residential facilities, agricultural fields, a dairy farm, machine and carpentry shops, a Laundry Building (now demolished), potable water well supply, and a construction and demolition (C&D) waste disposal area (C&D Area). The former MSH facility managed waste on-site at the C&D Area, located along the south bank of the Charles River until the 1990s when MSH changed its operating policies from on-site management to off-site disposal of waste.

The C&D Area was remediated in 2014-2015, under a Phase IV Remedy Implementation Plan (RIP) prepared in accordance with the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000), which included the following:

- Excavation of a majority of fill within the C&D Area.

- Removal and off-Site disposal of the most highly impacted fill (e.g., containing lead concentrations exceeding MCP Upper Concentration Limits).
- Relocation of remaining excavated fill to the former Power Plant Area (the **Fill Relocation Area**);
    - Covering the relocated fill with 5 feet of clean soil and crushed concrete as described in more detail in Section 2.2.1 below.
- Mechanical sediment dredging of the Charles River Sediment Area.
- Restoration and re-establishment of the natural resources and floodplain along the Charles River within the C&D Area, as the **Wetland Restoration Area**.
- Fill/debris removal within the **Gas Line Area** to two feet above the elevation of the top of pipe, then covering with 3 feet of clean soil as described in more detail in Section 2.2.1 below.
    - The **Gas Line Wedge Area** is a sloped area of fill to the west of the Gas Line easement. Fill was not removed to ensure slope stability for protection of the gas line at a 3:1 slope.
    - The wedge area was covered 3 feet of clean soil, as described in more detail in Section 2.2.1 below, and stabilized with willow poles.
- Enhancing access to and use of restored open spaces.

The locations of the Fill Relocation Area, Wetland Restoration Area, Gas Line Easement Area, and Gas Line Wedge Area are shown on Figure 2. The following plan provides monitoring and maintenance activities for these areas that were established during remediation. Please note, the Wetland Restoration Area monitoring and maintenance is provided under the separate revised Short Term Monitoring Plan.

1.2 Project Location

The Project is located within the MSH Campus in Medfield, Massachusetts with specific coordinates provided in Table 1-1. This project encompasses the areas outlined in Figures 2 and 3, as the areas subject to the Long-Term Monitoring and Maintenance Plan.

TABLE 1.2
PROJECT LOCATION SUMMARY

Site Address:	45 Hospital Road Medfield, MA 02052
Coordinates:	Lat: 42° 12’ 41.166” N Lon: 71° 20’ 6.9282” W
Area of Monitoring and Maintenance:	See Figures 2 & 3
Nearest Street:	Hospital Road
Street Location (with respect to the project)	South

1.3 Responsible Party

The responsible party for monitoring and maintenance activities proposed herein is as follows:

Massachusetts Division of Capital Asset Management and Maintenance
Contact: Susan Ruch, Director of Environmental Services
Phone Number: (617) 845-0243
Email: susan.ruch2@mass.gov

DCAMM may appoint contractors or consultants to oversee or complete monitoring and maintenance activities on behalf of the Division. DCAMM will retain monitoring and maintenance responsibilities regardless of whether care and control of the C&D Area (including the Fill Relocation Area, the Wetland Restoration Area, the Gas Line Easement, and the Gas Line Wedge Area) is transferred to another Commonwealth agency charged with managing the C&D Area on behalf of the Commonwealth (e.g., conveyance of restored wetlands to the Massachusetts Department of Conservation and Recreation).

1.4 Distribution List

The parties listed in Appendix A will receive a copy of this revised plan as well as copies of future Semi-Annual Long-Term Monitoring and Maintenance Reports.

2 LONG TERM MONITORING AND MAINTENANCE TASKS

Long-term monitoring on site will be conducted to evaluate that all design features remain functional in their original intended condition into the future. Monitoring and maintenance tasks for each area are described below.

2.1 Stormwater Management System

A stormwater management system was installed as part of the C&D Area remediation project to facilitate site stormwater control and mitigate erosion of the Fill Relocation Area cover and final surface features. Stormwater management system features include four (4) swales and six (6) rain gardens. Two (2) culverts were installed to connect Swale #2 and Rain Garden #5 to Rain Garden #6. Additionally, one (1) swale and a 12-inch-diameter high density polyethylene (HDPE) culvert was installed, along the access road, as part of the Special Project Designation (SPD) Area Remediation Project undertaken by DCAMM at the MSH campus in 2022. The new swale drains through the new culvert into Rain Garden #1. The swale and culvert will be inspected and maintained as part of this plan. Stormwater feature locations are shown on Figure 2 and 3.

2.1.1 Stormwater Feature Inspection

Visual inspection of stormwater management features will be conducted semi-annually (soon after mowing events, which are anticipated in approximately April and October) and after the occurrence of a 50-year 24-hour storm (i.e., approximately 7.31 inches of rainfall over a 24-hour period, as identified by NOAA). Monitoring will include evaluation of sediment buildup, erosion, vegetation health, and bare spots within rain gardens and swales, presence of invasive vegetation within rain gardens, and presence of weeds or other vegetation that are not consistent with recommended rain garden plantings[1]. Observed deficiencies will be documented in a semi-annual monitoring report and corrective actions will be undertaken to repair stormwater features, as described in Section 2.1.3.

Corrective actions will be completed in accordance with the Obligations and Conditions of the Activity Use Limitation (AUL; Book 40953, Page 23) filed on November 29, 2022 and recorded on December 2, 2022. A copy of the AUL is provided as Appendix B. A summary table outlining the Comprehensive Long-Term Monitoring activities for the stormwater management system is provided as Table 1, which also identifies frequency and responsible party for each activity. A Stormwater Feature Monitoring and Inspection Checklist is provided as Appendix C.

2.1.2 Stormwater Feature Maintenance

Stormwater management features (swales, rain gardens, culverts, and drainage channel) will be maintained on a semi-annual basis or annual basis. The semi-annual maintenance tasks for the swales and rain gardens are anticipated to be performed in approximately April and October and the annual tasks in approximately May, simultaneously with mowing and trimming of other areas, except where noted. Proposed maintenance activities for stormwater management features are summarized below:

[1] Examples of recommended rain garden plantings may include plantings from the original 2014 planting plan and/or references such as: the Massachusetts Stormwater Solutions for Homeowners Fact Sheet for Rain Gardens: https://www.mass.gov/info-details/stormwater-solutions-for-homeowners-fact-sheet-rain-gardens

Vegetative Swales, Culvert, and Drainage Channel Maintenance Tasks:

- Remove trash, debris, and accumulated sediment. Use hand methods when cleaning to minimize disturbance to vegetation and underlying soils. This will be conducted semi-annually.
- Mow grass no lower than 3 to 4 inches above the ground surface for vegetative swales. This will be conducted semi-annually.

Rain Garden Maintenance Tasks:

- Inspect and remove trash, debris, and accumulated sediment. Use hand methods when cleaning to minimize disturbance to vegetation and underlying soils. This will be conducted semi-annually.
- Mow/trim around the perimeter of the rain gardens to prevent overgrown vegetation. Care shall be taken during mowing activities not to damage rain garden plantings. This will be conducted semi-annually.
- Prune overgrown plantings and remove dead vegetation within the rain garden (to be performed annually, in approximately May).
- Fill in eroded and/or bare areas with hardwood mulch, or equivalent, as needed (to be performed annually, in approximately May).
- Evaluation by qualified professional for presence of any invasive vegetation.

2.1.3 Corrective Actions

If the semi-annual inspection identifies deficiencies, the following corrective actions may be performed, on an as-needed basis and/or annually in approximately May:

Vegetative Swales Corrective Actions

- Repair areas of erosion with loam and grass seed. Annually, approximately May.
- Repair bare spots with grass seed. Annually, approximately May.

Rain Garden Corrective Actions

- Invasive vegetation removal – hand pull if feasible or by treatment if needed (ConComm approval may be required). This will be conducted on an as-needed basis.
- Remove and replace dead vegetation with native vegetation plantings appropriate for rain gardens (see Footnote #1). Annually, approximately May.
- Fill in eroded and/or bare areas with mulch. Annually, approximately May.

Corrective actions will be recorded in accordance with Section 3.0.

2.2 Monitoring and Maintenance of Cover System Areas and Remaining Site Areas

The following section outlines the monitoring and maintenance of the cover system areas which include the: Fill Relocation Area, the Gas Line Easement Area, and Gas Line Wedge Area.

It also outlines the monitoring and maintenance of the other Site areas, which include: the northern, western, and southern perimeters, the Charles River Link Trail, Access Road, Upper and Lower Promontories, and the signage areas.

2.2.1 Inspection – Cover System Areas

Inspection of the cover system areas (i.e., the Fill Relocation Area, Gas Line Easement, and Gas Line Wedge): The Fill Relocation Area cover system consists of an orange geotextile demarcation fabric, two (2) feet of crushed concrete, a geotextile separation fabric, two (2) feet of clean soil, and one (1) foot of loam for a total of 5 feet of cover.

The Gas Line Easement Area and Gas Line Wedge Area cover system consists of an orange geotextile demarcation fabric and 3-foot cover system consisting of 27 inches of clean soil and 9 inches of loam. This cover system achieved a minimum of 5 feet (2 feet of existing fill and 3 feet of clean fill) of cover over the Gas Line pipe. Similarly, a geotextile demarcation fabric and a 3-foot cover system was placed over the Gas Line Wedge Area. This cover system was implemented along the length of the Gas Line Easement located within the boundaries of the limit of work, as outlined in the Phase IV C&D Area Completion Statement. Additionally, crushed stone was added on the southern portion of the Gas Line Easement Area (near monitoring well CD-MW-500) for erosion protection in a low-lying area.

An AUL was recorded with the Norfolk County Registry of Deeds in Dedham, Massachusetts on December 2, 2022, on Page 23 of Deed Book 40953. The AUL includes two AUL Sub-Areas; Sub-Area 1 is the Fill Relocation Area, and Sub Area-2 is the Gas Line Easement and Gas Line Wedge Areas. A copy of the AUL is provided as Appendix B.

Visual inspection of the Fill Relocation Area (specifically, the Side Slope Area and the top of the Fill Relocation Area), the Gas Line Easement Area, and the Gas Line Wedge Area will be conducted semi-annually. Inspection of the Fill Relocation Area will be scheduled shortly after semi-annual mowing has occurred. Inspection of the Gas Line Easement Area will aim to be scheduled shortly after mowing has occurred, dependent on the 1–2-year fall mowing schedule.

Inspections are anticipated to be completed in approximately May and November of each year. The goal of the inspections will be to assess if the Fill Relocation Area Gas Line Easement Area, and Gas Line Wedge Area Cover Systems are in good condition and that the obligations, restrictions and other requirements of the AUL area being complied with. Monitoring will include the observation and documentation of the stability of the aforementioned areas, and identifying erosion, subsidence, sloughing, breaches, burrowing, lack of vegetation, worn footpaths, or any other erosion process. Additionally, monitoring events will also include evaluation, observation, and documentation of vegetative health and/or distress, woody vegetation growth (i.e., tree growth), sedimentation accumulation, evidence of seeps, evidence of vandalism, and/or debris accumulation. Photographic evidence will be collected to document the inspection results.

Monitoring will be conducted in accordance with the Obligations and Conditions of the AUL, provided as Appendix B, and this Plan under the direction of a Massachusetts-licensed Professional Engineer (PE) with related stormwater experience and a Licensed Site Professional (LSP). A summary table outlining the Comprehensive Long-Term Monitoring and Maintenance activities for Cover System Areas is provided as Table 1, which also identifies frequency and responsible party for each activity. A Monitoring and Inspection Checklist is provided as Appendix D.

2.2.2 Inspection – Remaining Site Areas

Visual inspection of the Access Road, Charles Link Trail, Northern, Southern, and Western Perimeters, the Upper Promontory, Lower Promontory, and Signage Areas will be conducted semi-annually. Monitoring will include the observation for obstruction of access to, and/or viewing of the bench and signage areas, as well as for evidence of vandalism and or/debris accumulation. Photographic evidence will be collected to document the inspection results.

2.2.3 Maintenance – Cover System Areas

The Cover System Areas (Fill Relocation Area, Gas Line Easement Area, and Gas Line Wedge Area) will be maintained as summarized below:

- Relocation Area Side Slopes: Semi-Annual mowing of the side slopes of the Fill Relocation Area for management of larger/woody growth. It is anticipated that mowing will occur in approximately April and October, outside of pollinator and bird breeding seasons. It is anticipated that removal of woody vegetation will be conducted annually, in approximately May.
- Gas Line Easement Area: Biennial or Annual mowing. The 20-foot-wide Gas Line Easement is maintained by the gas company easement-holder (currently Enbridge Energy). However, following discussions with Enbridge, DCAMM will mow the easement every 1-2 years, in approximately April. It is anticipated that removal of woody vegetation will be conducted annually, in approximately May.
- Gas Line Wedge Area: No mowing. This area will not be mowed due to the steepness of the slope, proximity to the Charles River, and the need to maintain vegetation coverage for erosion protection purposes. It is anticipated that removal of woody vegetation will be conducted annually, in approximately May.

If inspections of the cover system identify any deficiencies (such as erosion or poor vegetative growth) which require maintenance or repair, corrective measures will be developed and implemented, and will be documented in a Semi-Annual Long-Term Monitoring and Maintenance Report outlined in Section 3.0.

2.2.4 Maintenance – Remaining Site Areas

The remaining areas will be maintained as summarized below:

- Charles River Link Trail: Annual brush hog/mowing (from the west side of the Relocation Area to the Canoe Launch).
- Low Grass Areas: Monthly mowing and weed whacking of the low grass areas within the two (2) promontory areas (i.e., upper and lower promontories and Signage Areas shown on Figure 2) and Signage Areas. Mowing is anticipated to occur monthly starting approximately in May and ending approximately in October.
- Western Perimeter: Biennial or Annual mowing of the Western Perimeter (between the Charles River Link Trail and the Gas Line Easement Area), in approximately April. Please refer to the Invasive Species Management Plan, as part of the 2024 Notice of Intent submission to the Conservation Commission, which outlines the plan for invasive removal within the Western Perimeter that will inform the size/area of mowing.
- Litter: Semi-annual removal of litter, to be conducted simultaneously with other mowing events.

2.2.5 Corrective Actions

If semi-annual inspection reveals any of the listed concerns identified in Sections 2.2.1 and 2.2.2 above, stakeholders will be notified in accordance with Section 3.0 and a corrective action will be developed and implemented. Corrective actions will be recorded in accordance with Section 3.0.

Please note, if deficiencies in the Fill Relocation Area and Gas Line Wedge Area Cover Systems are observed, corrective actions such as repairing the cover systems, removing accumulated debris, and/or trimming or removing vegetation will be implemented. If deficiencies in the Gas Line Easement Area are observed, deficiencies will be communicated to the gas line easement holder (currently Enbridge Energy) and a schedule will be prepared in coordination with Enbridge Energy, or it's successors, detailing the timeline of corrective actions. Corrective actions will be completed in accordance with Section 3 Obligations and Conditions of the AUL, which is provided as Appendix B, and outlined below:

If inspection identifies deficiencies within the cover system such that asbestos containing material is exposed, the following corrective action timelines will apply:

- Within 48 Hours: access to the exposed material must be restricted.
- Within 7 days: repair of the cover system must be completed.

If inspection identifies other deficiencies (e.g., subsidence, sloughing, breaches, burrows, lack of vegetation or other erosion process) the following corrective action timelines will apply:

- Within 60 days: the site must be stabilized.
- Within 6 months: the deficiency must be repaired.

All requirements of the AUL will be complied with during any corrective action, including without limitation requirements for notifications Licensed Site Professional (LSP) / Professional Engineer (PE) oversight, and off-site disposal of any excavated material. See Appendix B - AUL.

2.3 Settlement Inspection and Monument Survey

2.3.1 Settlement Inspections

Settlement inspections of the Fill Relocation Area will be conducted to evaluate for potential settlement and/or subsidence of the Fill Relocation Area Cover System. The inspections will be conducted semi-annually soon after mowing has been completed. Inspections will consist of visually observing the Fill Relocation Area for settlement/subsidence that may have created irregularities in the final cover surface causing a deficiency (such as ponding and increased potential for erosion). Photographic evidence will be collected to document any evidence of deficiencies associated with settlement.

2.3.2 Survey

In addition to the visual inspection, a survey of the six (6) survey/settlement monuments installed on the Fill Relocation Area will be conducted. The six (6) monuments were installed at different elevations and are used to assess horizontal and vertical movement of the fill. Monuments will be surveyed using a geographic positioning system (GPS) unit and an optical survey level with rod. Horizontal survey results are reported in Massachusetts State Plane Coordinate System, Mainland Zone, North American Datum

of 1983 (MA83F), while vertical survey results are reported in North American Vertical Datum of 1988 (NAVD88). The benchmark (BM) and settlement monument coordinates and elevations coinciding with the top cover of the monument are presented in the table below:

Table 2.3.2 As-Built Monument Coordinate and Elevation Data			
Monument/Benchmark ID	Latitude	Longitude	Elevation (feet)
Catch Basin (BM)	42.2127752°	-71.3369616°	199.56
Mon. 1	42.2134847°	-71.3383352°	163.86
Mon. 2	42.2132943°	-71.3384667°	172.19
Mon. 3	42.2129131°	-71.3387199°	159.61
Mon. 4	42.2130588°	-71.3386219°	169.44
Mon. 5	42.2132054°	-71.3388842°	168.69
Mon. 6	42.2132847°	-71.3390261°	154.95

Notes:

1. Coordinate and elevation data for Catch Basin (BM) is reference from *As-Built Conditions Survey Plot in Medfield, MA, Prepared for Charter Contracting Co. DCAMM Project #DCP2151-FC1, Medfield State Hospital, Medfield, MA, Date: August 9, 2022, Revised: November 23, 2022, Scale: 1" = 30'* prepared by Halnon Land Surveying, Inc. of Norton, Massachusetts dated November 23, 2022.
2. Coordinate and elevation data for monuments is referenced from *Final As-Built Plan, Former Medfield State Hospital Remediation, Medfield, MA Prepared for: Charter Environmental, Scale 1" = 30'* prepared by A-Plus Construction Services Corporation of Norwell, Massachusetts dated October 30, 2015.

Survey of the monuments will be conducted every three (3) years through 2030 (i.e., survey events in 2024, 2027, and 2030; anticipated in May). After this initial time period, periodic surveying of the settlement monuments will be conducted every 10 years (i.e., 2040, 2050, etc.) at a minimum or as recommended by a licensed Professional Engineer based on the results of the semi-annual settlement inspections. If a settlement monument survey is recommended by the Engineer, it will be conducted within 60 days of the recommendation. If a settlement monument survey is conducted before the scheduled 10-year survey, the next survey will be conducted within at least 10 years of the date of survey (e.g., if a licensed Professional Engineer recommends that a settlement monument survey is needed and the survey is completed on June 1, 2045, the next settlement monument survey will occur on or before June 1, 2055).

2.3.3 Corrective Actions

Readings will be compared to the as-built survey information presented above in Table 2.2.2-1 As-Built Monument Coordination and Elevation Data to determine if the Fill Relocation Area has settled or moved to the extent that a deficiency has been created. general settlement data trends will be evaluated. If recommended under the direction of a Professional Engineer, a corrective action plan will be developed and implemented. Stakeholders will be notified of deficiencies requiring corrective actions in accordance with Section 3.0.

Implemented corrective actions will be recorded in accordance with Section 3.0.

2.4 Groundwater Monitoring

Groundwater monitoring wells (CD-MW-500 through CD-MW-505), located downgradient of the Fill Relocation Area and Gas Line Easement Area, are monitored on a quarterly basis as part of SPD Area

groundwater monitoring. Sampling and analysis of monitoring wells will be conducted to evaluate the concentrations of Volatile Organic Compounds (VOCs) and Compendium of Analytical Methods (CAM) 14 Metals (i.e., antimony, arsenic, barium, beryllium, cadmium, chromium, lead, mercury, nickel, selenium, silver, thallium, vanadium, and zinc). In addition, water quality parameters including dissolved oxygen (DO), oxidation/reduction potential (ORP), corrosivity (pH), turbidity, and specific conductivity will be monitored in the field using a multiparameter probe. The monitoring will be conducted until the detected contaminant levels are below drinking water standards for four consecutive quarters, but in no event for less than two years.

Groundwater monitoring will consist of the following activities:

- Each locked monitoring well will be visually evaluated for evidence of vandalism.
- Groundwater samples will be collected from each monitoring well using USEPA approved "low flow" sampling procedures.
- Collected samples will be preserved in accordance with laboratory requirements, placed in appropriate containers and transported on ice under chain of custody to a Massachusetts Department of Environmental Protection (MassDEP) certified laboratory for analysis.
- Collected samples will be analyzed by USEPA Methods with the additional Quality Assurance/Quality Control requirements of the MassDEP CAM.

2.5 Biostabilization Area

After the construction of the Fill Relocation Area, the Charles River riverbank was restored with biostabilization features. Biostabilization features re-established the natural riverbank profile and habitat and provides protection from river erosion for the established Wetland Restoration Area located southwest of the riverbank.

2.5.1 Stability Monitoring

The Biostabilization Area will be monitored semi-annually and visually inspected for the stability of the biostabilization techniques including the presence of breaches, lack of vegetation, erosion, sloughing, or any other failures.

2.5.2 Corrective Actions

If inspections of the Biostabilization Area document any concerns, an evaluation of whether/what corrective actions are appropriate, will be conducted. Implemented corrective actions will be recorded in accordance with Section 3.0.

3 LONG-TERM MONITORING AND MAINTENANCE REPORTING AND COMMUNICATION

Long-term monitoring and maintenance results will be summarized in semi-annual reports. The following sections outline the reporting mechanisms and frequency.

3.1 Semi-Annual Long-Term Monitoring and Maintenance Report

The semi-annual Long-Term Monitoring and Maintenance report will include a summary of the monitoring, maintenance, and corrective actions for the following:

- Stormwater Management System
- Cover System Areas: Fill Relocation Area, Gas Line Easement Area, Wedge Area
- Other Site Areas: Upper and Lower Promontories, Northern, Southern, and Western Perimeters, Charles River Link Trail, and Signage Areas
- Settlement Inspection and Survey
- Bio-Stabilization Area

Semi-annual reports are expected in approximately May/June and October/November of each year.

Copies of the semi-annual Long-Term Monitoring and Maintenance Report will be distributed to the parties listed in Appendix A and the Medfield Town Library Repository.

3.1.1 Corrective Action Communication and Reporting

For each deficiency or condition requiring corrective action identified and not previously resolved, each report shall include a description of the corrective actions taken during the previous six months and a plan & schedule for completing corrective actions. In addition to narrative, the report will include:

- Plan showing locations of
    - Invasive species detected and treated,
    - Identified conditions that require(d) correction actions/mitigation.
- Photos of conditions requiring correction actions/mitigation (before and after)

For specific site areas, the following notification and corrective action schedule will also be followed:

- Monitoring and Maintenance of Stormwater Features and Site Areas: Stakeholder notification within 30 days of deficiency being detected. Identified deficiencies will be corrected, as quickly as reasonably possible and within no more than six months.
- Cover System and Settlement: Stakeholder notification within 30 days of deficiency being identified. Not all detections of settlement rise to the level of a deficiency; only if it leads to ponding and/or other identified deficiencies, in which case, it will be corrected as quickly as reasonably possible and within no more than six months of detection or within 60 days or inspection if necessary to stabilize the Cover System. If deficiencies expose asbestos containing material, access shall be restricted within 48 hours and covered within 7 days. See §3(ii) of the Notice of Activity Use Limitation, in Appendix B.
- Biostablization: Stakeholder notification within 30 days of deficiency being detected. Identified deficiencies will be evaluated and corrected, as appropriate.

3.2 Groundwater – Current MCP Reporting Phase

Groundwater sampling results will not be addressed in the Semi-Annual Long-Term Monitoring and Maintenance Report but will be addressed in the applicable MCP Report and/or Status Report. The current reporting, at the time of this 2024 Long-Term Monitoring Plan, is a semi-annual SPD Area Phase IV Status Report, which is submitted to the MassDEP in February and August of each year.

Public copies of the Phase IV Status Reports can be found on the Massachusetts Energy & Environmental Affairs Data Portal for Waste Site & Reportable Releases under RTN 2-3020799 and the Medfield Library Document Repository.

Laboratory analytical results of the quarterly groundwater monitoring will be provided within Data Packages and Phase IV Status Reports and compared to the applicable MCP Method 1 Clean-up Standard for groundwater (i.e., GW-1, GW-2, or GW-3). The report will identify any contaminant trends, concerns, and/or corrective measures implemented, if applicable.

3.3 Review / Update of Plan

Review of the Long-Term Monitoring and Maintenance Plan will be conducted upon completion of the Short-Term Monitoring & Maintenance Plan (STMMP) in 2027, in 2032, and then every 10 years after that (i.e., 2042, 2052, etc.) or as agreed to by DCAMM and the stakeholders.

4 REFERENCES

Commonwealth of Massachusetts Department of Environmental Protection, Massachusetts Stormwater Handbook Volume 1, February 2008.

Commonwealth of Massachusetts Department of Environmental Protection, Massachusetts Stormwater Handbook Volume 2, February 2008.

Commonwealth of Massachusetts Department of Environmental Protection, Massachusetts Stormwater Handbook Volume 3, February 2008.

Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance, Special Project Designation Permit Application Former Medfield State Hospital Site Former Medfield Sate Hospital Disposal Areas Medfield, Massachusetts, December 30, 2009.

NOAA's National Weather Service. NOAA Atlas 14 Point Precipitation Frequency Estimates: MA. https://hdsc.nws.noaa.gov/pfds/pfds_map_cont.html?bkmrk=ma

Norfolk County, Massachusetts, Notice of Activity Use Limitation, Deed Book 4953 Page 23, Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance, December 2, 2022, Norfolk County Registry of Deeds, Dedham, Massachusetts.

Town of Medfield Office of the Board of Selectman, AUL NOAF/NON: AUL Obligations and Conditions, New Long Term Maintenance Exhibit for Obligations, March 16, 2022.

Weston & Sampson Engineers, Inc., Comprehensive Short and Long Term Monitoring Plan MA State Project No: DCP0505-HC6 Remediation and Restoration of Construction & Demolition Area Former Medfield State Hospital Medfield, Massachusetts, June 2014.

Weston & Sampson, Inc., Stormwater Report, March 4, 2014.

FIGURES

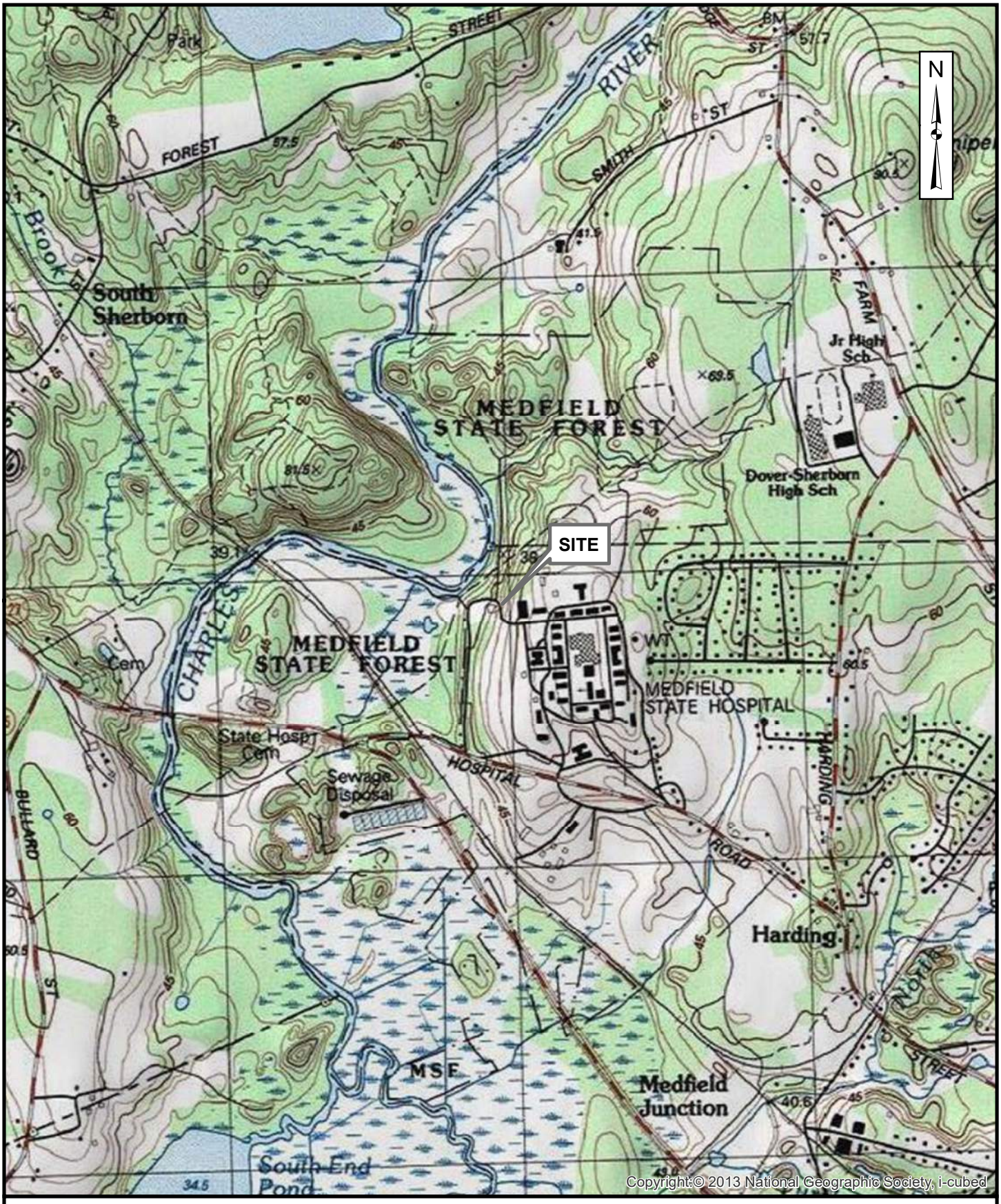


FIGURE 1
45 HOSPITAL ROAD
MEDFIELD, MASSACHUSETTS

LOCUS MAP

0 2,000 4,000 **Feet**

Weston & Sampson

Path: \\wse03.local\WSE\Projects\MA\DCAMM\Medfield State Hospital\CAD\GIS\Figure 1 - Locus Map.mxd **User:** McGuireM **Saved:** 1/27/2023 2:01:36 PM **Opened:** 1/27/2023 2:02:34 PM

N

RIVER

CHARLES

CHARLES RIVER LINK TRAIL

DRAINAGE CHANNEL

GAS LINE EASEMENT

NORTHERN PERIMETER

BIOSTABILIZATION MEASURES

SWALE #4

SIGNAGE AREA #2

SIGNAGE AREA #3

RAIN GARDEN #3

SWALE #1

MON. 1

LOWER PROMONTORY

WESTERN PERIMETER

SIGNAGE AREA #4

RAIN GARDEN #4

SWALE #2

CULVERT TO RAIN GARDEN #6

MON. 6

SIDE SLOPE AREA

UPPER PROMONTORY

MON. 2

ACCESS ROAD

MON. 5

SIGNAGE AREA #1

SWALE CONSTRUCTED AS PART OF 2022 SPD AREA REMEDIATION PROJECT

MON. 4

MON. 3

RAIN GARDEN #6

CULVERT TO RAIN GARDEN #6

RAIN GARDEN #5

CHARLES RIVER LINK TRAIL

SWALE #3

SOUTHERN PERIMETER

CULVERT TO RAIN GARDEN #1

RAIN GARDEN #1

RAIN GARDEN #2

N

FORMER PUMPHOUSE

LEGEND:

- 20' WIDE GAS LINE AREA
- RAIN GARDEN
- GRASSED SWALE
- COVER SYSTEM AREA
- UPPER & LOWER PROMONTORY AND SIGNAGE AREAS
- SIDE SLOPE AREA
- NORTHERN PERIMETER
- SOUTHERN PERIMETER
- WESTERN PERIMETER
- GAS LINE WEDGE AREA
- CANOE LANDING AREA
- ROOT WAD
- AREA SUBJECT TO LONG TERM MONITORING & MAINTENANCE PLAN

MA DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
MEDFIELD STATE HOSPITAL, MEDFIELD, MA

FIGURE 2

SITE PLAN

FEBRUARY 2024 SCALE: N.T.S.

Weston & Sampson

P:\MA\DCAMM\Medfield State Hospital\C&D Area\C&D Long Term Monitoring\CADD\DWG\C&D Monitoring Plan.dwg

N

CHARLES RIVER

CHARLES RIVER LINK TRAIL

DRAINAGE CHANNEL

GAS LINE AREA

NORTHERN PERIMETER

GAS LINE WEDGE AREA

BIOSTABILIZATION MEASURES

WETLAND MONITORING PLOT (TYP.)

GAS LINE AND GAS LINE WEDGE AREA COVER SYSTEM

CD-MW-505

CD-MW-504

CD-MW-503

WESTERN PERIMETER

C&D AREA

SWALE #4

SIGNAGE AREA #2

SIGNAGE AREA #3

RAIN GARDEN #3

SWALE #1

MON. 1

LOWER PROMONTORY

RAIN GARDEN #4

SIGNAGE AREA #4

CD-MW-502

MON. 6

MON. 2

SETTLEMENT SURVEY MONUMENT (TYP.)

ACCESS ROAD

UPPER PROMONTORY

MON. 5

CULVERT TO RAIN GARDEN #6

FILL RELOCATION AREA COVER SYSTEM

SWALE #2

MON. 4

SIGNAGE AREA #1

SWALE CONSTRUCTED AS PART OF 2022 SPD AREA REMEDIATION PROJECT

WETLAND RESTORATION AREA

CD-MW-501

CD-MW-500

CULVERT TO RAIN GARDEN #6

MON. 3

RAIN GARDEN #6

RAIN GARDEN #5

CULVERT TO RAIN GARDEN #1

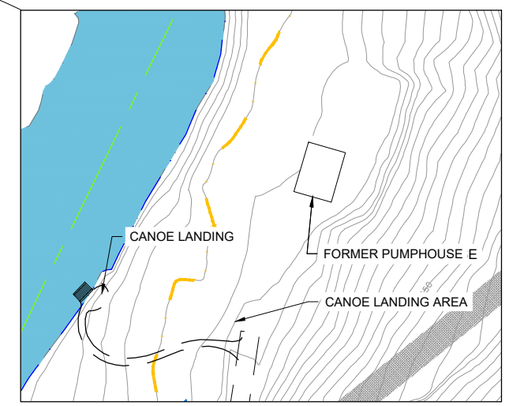
RAIN GARDEN #1

CHARLES RIVER LINK TRAIL

SWALE #3

SOUTHERN PERIMETER

RAIN GARDEN #2



LEGEND:

- 120 — PROPOSED CONTOUR
- BANK OF RIVER
- LIMIT OF WETLANDS
- BUTTONBUSH SWAMP
- 20' WIDE GAS LINE AREA
- RAIN GARDEN
- GRASSED SWALE
- COVER SYSTEM AREA
- GW MONITORING WELL
- MON. # — SETTLEMENT SURVEY MONUMENT
- ROOT WAD
- AREA SUBJECT TO LONG TERM MONITORING & MAINTENANCE PLAN

MA DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
MEDFIELD STATE HOSPITAL, MEDFIELD, MA

FIGURE 3

LONG-TERM MONITORING SITE PLAN

JANUARY 2024 **SCALE: N.T.S.**

Weston & Sampson℠

\\wse03.local\WSE\Projects\MA\DCAMM\Medfield State Hospital\C&D Area\C&D Long Term Monitoring\CADD\DWG\C&D Monitoring Plan.dwg

TABLES

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table April 2024			
Monitoring and Maintenance Type	**Description**	**Frequency**	**Anticipated Staffing Plan**
A. Stormwater Management System			
1. Inspection	Visual inspection includes: (a) Rain Gardens 1 through 6, (b) Vegetative Swale 1 through 4 and Swale to Rain Garden 1, (c) Culverts to Rain Gardens 1 and 6, and (d) Drainage Channel. Monitoring includes evaluation of sediment buildup, erosion, vegetative health, and bare spots within rain gardens and swales, presence of invasive vegetation within rain gardens, and presence of weeds or other vegetation that are not consistent with recommended rain garden plantings.	Semi-annually, soon after mowing, and after the occurrence of a 50-year 24-hour storm (approximately 7.31 inches of rainfall over a 24-hour period).	Field Staff under the Direction of a Licensed Professional Engineer and/or Qualified Professional
2. Maintenance	Maintenance includes: (a) mowing of vegetative swales, (b) mowing/trimming around the perimeter of the rain gardens, (c) sediment and debris removal by hand in both swales and rain gardens, (d) pruning vegetation in rain gardens, and (e) mulching of rain gardens using hardwood mulch to ensure no exposed soil between plants. Please refer Appendix B §3(ii) of the Notice of Activity and Use Limitation for additional obligations that may not be outlined above. Additionally, see Note 1.	(a) Semi-annual mowing (i.e., approximately in April and October) to be completed simultaneously with mowing/trimming in other areas, and with semi-annual inspection in other areas (b) Same as A.2(a) (c) Spring maintenance (Approximately April), Fall maintenance, (Approximately October) (d) Approximately May (e) Approximately May	Maintenance Personnel
3. Corrective Actions	(a) Invasive vegetation: Hand-pull if feasible or by treatment if needed (ConCom approval may be required); in rain gardens and swales (b) Dead/damaged vegetation: Remove and replant with native vegetation consistent with vegetation appropriate for rain gardens (c) Erosion: Re-establish stabilizing vegetation; evaluate cause - in swales and rain gardens. (d) Bare spots: replacement with native Rain Garden vegetation consistent with vegetation appropriate for rain gardens. Repair with grass seed in swales. If semi-annual inspection reveals any of the listed concerns, a correction action plan will be developed and implemented. Stakeholders will be notified.	(a) Invasive vegetations removal in rain gardens and swales, as needed (b) Annually; approximately May (c) Annually; approximately May (d) Annually; approximately May Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected as quickly as reasonably possible and within no more than six months.	Qualified Professional

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table April 2024			
Monitoring and Maintenance Type	**Description**	**Frequency**	**Anticipated Staffing Plan**
B. Monitoring and Maintenance of Cover System Areas and Remaining Site Areas			
1. Inspection of Cover System Areas	Visual inspection of the Cover System Areas: Fill Relocation Area (specifically, the Side Slope Area, the top of the Fill Relocation Area), the Gas Line easement, and the Gas Line Wedge Area. Monitoring includes: (a) inspection of Cover Systems for any deficiencies, including erosion, subsidence, sloughing, breaches, burrowing, lack of vegetation, worn footpaths, or other erosion process, to ensure its ability to effectively prevent exposure to underlying contaminated soil and/or asbestos containing material, (b) evaluation of vegetation health and/or distress, (c) evaluation of tree growth to ensure that roots are not endangering the integrity of the any fill area, (d) sediment accumulation, (e) evidence of seeps, and (f) evidence of vandalism and/or debris accumulation. Any deficiencies shall be physically marked in the field with flagging tape, pin flags, or other suitable items used for marking.	Semi-annually, soon after mowing has been completed to allow close visual inspection of the ground surface (anticipated in May and November)	Field Staff under the Direction of a Licensed Professional Engineer
2. Inspection of Remaining Site Areas	Visual inspection of the Access Road, Charles River Link Trail, Northern, Southern, Western Perimeters, the Upper Promontory, Lower Promontory, and Signage Areas. Monitoring includes: (a) observation of obstruction of access to, and/or viewing of, the bench and signage areas, and (b) evidence of vandalism and/or debris accumulation. Any deficiencies shall be physically marked in the field with flagging tape, pin flags, or other suitable items used for marking.	Semi-annually (anticipated in May and October)	Field Staff under the Direction of a Licensed Professional Engineer
3. Maintenance of Cover System Areas	Maintenance includes: (a) Mowing of Relocation Area side slopes. (b) removal of woody vegetation. (c) Mowing of Gas Line Easement Area	(a) Semi-Annually; approximately April and October (b) Annually; approximately May (c) Every 1-2 years, approximately April	Maintenance Personnel
4. Maintenance of Remaining Site Areas	Maintenance includes: (a) brush hog/mowing of the Charles River Link Trail from the west side of the Relocation Area to the Canoe Launch, (b) regular mowing and weed whacking of low grass areas: Upper and Lower Promontories, and Signage Areas, (c)Western Perimeter (mowing in areas re-seeded as part of the Invasive Species Management Plan), and (d) removal of litter from mowed areas	(a) Annually; approximately May (b) Once per month from approximately May to October (c) Biennial or Annual, approximately April (d) Semi-annually	Maintenance Personnel
5. Corrective Actions	If semi-annual inspection reveals any of the listed concerns, a corrective action plan will be developed and implemented. Stakeholders will be notified. All requirements of the AUL will be complied with during any corrective action, including without limitation requirements for notifications, LSP/PE oversight, and off-site disposal of any excavated material. Please refer Appendix B §3(ii) of the Notice of Activity and Use Limitation for additional obligations that may not be outlined above. Additionally, see Note 1.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected as quickly as reasonably possible and within no more than six months.	--

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table April 2024			
Monitoring and Maintenance Type	**Description**	**Frequency**	**Anticipated Staffing Plan**
C. Settlement Inspection and Monument Survey			
1. Settlement Monitoring (Visual)	Visual inspection of the Fill Relocation Area to observe the area for settlement/subsidence that may create irregularities in the final cover surface causing a deficiency, such as; - Surficial ponding; - Seeps along the side slopes; - Spots of soft soils; - Growth of hydrophilic vegetation; - Dead/stressed vegetation; - Rills or gullies; - Pedestals or terraces of remaining vegetation surrounded by gullies; - Bare spots; - Cracking or bulging of surficial soils; and/or - Erosion along and at the toe of the slopes (e.g., slumping and soil creep) and subsidence of signage or granite benches. Please refer Appendix B §3(ii) of the Notice of Activity and Use Limitation for additional obligations that may not be outlined above. Additionally, see Note 1.	Semi-annually, soon after mowing has been completed to allow close visual inspection of the ground surface (anticipated in May and November)	Field Staff under the Direction of a Licensed Professional Engineer
2. Settlement Monitoring (Survey)	Surveying six settlement monuments to evaluate the Fill Relocation Area for potential settlement and/or subsidence. The survey includes a horizontal and vertical elevation survey of the monuments for settlement or irregularities in the cover surface and integrity of the cover. Please note: if the semi-annual visual inspections indicate the presence of the conditions listed in the Settlement Monitoring (visual) section, a Professional Engineer (PE) will be consulted. The PE will recommended if a survey is/isn't needed. If needed, a settlement monument survey will be conducted within 60 days. Please see frequency for the anticipated schedule. Please refer Appendix B §3(ii) of the Notice of Activity and Use Limitation for additional obligations that may not be outlined above. Additionally, see Note 1.	Survey of the settlement monuments will be conducted every 3 years, for 3 total survey events (i.e., 2024, 2027, and 2030; anticipated in May). After this initial time period, periodic surveying of the settlement monuments will be conducted every 10 years (i.e., 2040, 2050, etc.) at a minimum, or as directed by a licensed PE (see below). Based on semi-annual visual inspection observations, a settlement monument survey may be triggered (prior to the 10-year scheduled survey) if a condition listed under the Settlement Monitoring (Visual) section was observed, and a licensed PE recommends that a settlement monument survey be conducted to evaluate if potential settlement and/or subsidence is present. If a triggered settlement monument survey occurs before the scheduled 10 year survey, the next settlement monument survey will be conducted 10 years from that date (e.g., if a PE recommends a settlement monument survey is needed and the survey is completed on June 1, 2045, the next settlement monument survey will occur on or before June 1, 2055). Surveys shall be recorded in the biannual LTM report, which will be submitted to the Medfield Conservation Commission and Medfield Library Repository. If a settlement monument survey is triggered, a description of the trigger will be provided in the LTM report.	Field Staff under the Direction of a Licensed Professional Engineer
3. Corrective Actions	If evidence of settlement is detected by visual inspection or monument survey, a corrective action plan may be developed and implemented, if recommended under the direction of a PE. See Appendix B §3(ii) of the Notice of Activity and Use Limitation. Additionally, see Note 1. Stakeholders will be notified. Damage to any settlement monument will be repaired. Damaged monuments shall be replaced within at least 1 foot of the initial horizontal location and +/- 0.01 foot of the initial vertical elevation.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be corrected, in consultation with stakeholders, as quickly as reasonably possible and within no more than six months of detection or within 60 days or inspection if necessary to stabilize the Cover System. If deficiencies expose asbestos containing material, access shall be restricted within 48 hours and covered within 7 days. See Exhibit 1 §3(ii) of the Notice of Activity Use Limitation.	--

Table 1 - Comprehensive Long-Term Monitoring and Maintenance Table April 2024			
Monitoring and Maintenance Type	**Description**	**Frequency**	**Anticipated Staffing Plan**
D. Groundwater Monitoring for Wells downgradient of the Fill Relocation Area			
1. Groundwater Sampling and Analysis	Sampling of six monitoring wells (CD-MW-500 through CD-MW-505) downgradient of the Fill Relocation Area for Volatile Organic Compounds (VOCs) and metals. In addition, water quality parameters including dissolved oxygen (DO), oxidation reduction potential (ORP), corrosivity (pH), turbidity, and specific conductivity will be monitored. Note: the groundwater monitoring results are provided under the SPD Area Phase IV Status reports. SPD Area wells are included in the Status Reports.	Until detected contaminant levels are below applicable standards for 4 consecutive quarters, but in no event less than 2 years.	Field Staff / Engineer
E. Biostabilization Area			
1. Stability Monitoring	Evaluate the stability of the Biostabilization techniques including the presence of breaches, lack of vegetation, erosion, sloughing, or any other failures.	Semi-annually	Field Staff under the Direction of a Licensed Professional Engineer
2. Corrective Actions	Upon observation, if concerns are identified, an evaluation of whether/what corrective actions are appropriate, will be conducted. Stakeholders will be notified.	Stakeholder notification (email to stakeholder distribution list) within 30 days of deficiency being detected. Identified deficiencies will be evaluated and corrected, as appropriate.	--
F. Reporting and Communication			
1. Semi-Annual Report	Activity reports to be provided semi-annually (email to stakeholder list), describing activity conducted in previous six months on each of the items listed above. For each deficiency or condition requiring mitigation identified and not previously resolved, each report shall include a description of the actions taken during the previous six months and a plan & schedule for completing corrective actions. In addition to narrative, report should include: (a) Plan showing locations of (i) invasive species detected, (ii) invasive species treated, and (iii) any identified conditions that require correction/mitigation. (b)Photos of conditions requiring correction/mitigation (before and after)	Semi-annually	--
2. Review/Update Comprehensive Long-Term Monitoring and Maintenance Plan	Review this Comprehensive Long-Term Monitoring and Maintenance Plan, in consultation with Stakeholders	Upon completion of the Short-Term Monitoring and Maintenance Plan (i.e., 2027), in 2032, and every 10 years after that (i.e., 2042, 2052, etc.) or as agreed by DCAMM and the stakeholders	--

Notes:
1. The Notice of Activity and Use Limitation is a legal document filed with the Registry of Deeds. This Table should not be used as a replacement or substitution for the Conditions outlined in §3(ii) of the Notice of Activity and Use Limitation. As such, the Notice of Activity and Use Limitation should be reviewed in conjunction with this summary table.

Appendix A

Distribution List (Updated February 22, 2024)

Name	Title
Medfield Conservation Commission	Conservation Agent
Kristine Trierweiler	Medfield Town Administrator
William Massaro	Head of the PIP Group
John Thompson	PIP Lead Petitioner
Drew Hoyt	Medfield Town Legal Counsel
Zeus Smith	Charles River Watershed Association (CRWA)
Lisa Kumpf	Charles River Watershed Association (CRWA)
Jen Ryan	Charles River Watershed Association (CRWA)

Note: The distribution list is current as of the issuance of this monitoring plan but is subject to change over time.

APPENDIX B

Copy of Activity Use Limitation

RECEIVED AND RECORDED
NORFOLK COUNTY
REGISTRY OF DEEDS
DEDHAM, MA

CERTIFY

WILLIAM P. O'DONNELL, REGISTER

Bk 40953 Ps23 #101833
12-02-2022 @ 01:52p

Form 1075

Note: Pursuant to 310 CMR 40.1074(5), upon transfer of any interest in or a right to use the property or a portion thereof that is subject to this Notice of Activity and Use Limitation, the Notice of Activity and Use Limitation shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer. Within 30 days of so incorporating the Notice of Activity and Use Limitation in a deed that is recorded or registered, a copy of such deed shall be submitted to the Department of Environmental Protection.

45 HOSPITAL ROAD, MEDFIELD

NOTICE OF ACTIVITY AND USE LIMITATION
M.G.L. c. 21E, § 6 and 310 CMR 40.0000

Disposal Site Name: Medfield State Hospital Power Plant, 45 Hospital Road, Medfield, Massachusetts
DEP Release Tracking No.: 2-3020799

This Notice of Activity and Use Limitation ("Notice") is made as of this 29 day of November, 2022, by the COMMONWEALTH OF MASSACHUSETTS, acting by and through its Division of Capital Asset Management and Maintenance, One Ashburton Place, Boston, Massachusetts 02108 together with his/her/its/their successors and assigns (collectively "Owner").

WITNESSETH:

WHEREAS, the COMMONWEATH OF MASSACHUSETTS, is the owner in fee simple of those certain parcels of land located in Medfield, Norfolk County, Massachusetts pursuant to a deed (Transfer of Control) recorded with the Norfolk County Registry of Deeds in Book 5101, Page 672;

WHEREAS, said parcels of land, which are more particularly bounded and described in Exhibit A, attached hereto and made a part hereof ("Property") is subject to this Notice of Activity and Use Limitation. The Property is shown on a plan recorded in the Norfolk County Registry of Deeds in Plan Book 635, Plan 76 of 2014, and on a plan recorded in the Norfolk County Registry of Deeds in Plan Book 717, Plan 44 of 2022;

WHEREAS, a portion of the Property ("Portion of the Property") is subject to this Notice of Activity and Use Limitation. The Portion of the Property is more particularly bounded and described in Exhibit A-1 and A-2, attached hereto and made a part hereof. The Portion of the Property is shown on a plan recorded with the Norfolk Registry of Deeds in Plan Book 717, Plan 43 of 2022;

WHEREAS, the Portion of the Property comprises part of a disposal site as the result of a release of oil and/or hazardous material. Exhibit B is a sketch plan showing the relationship of the Portion of the Property subject to this Notice of Activity and Use Limitation to the boundaries of said disposal site existing within the limits of the Property and to the extent such boundaries have been established. Exhibit B is attached hereto and made a part hereof; and

WHEREAS, one or more response actions have been selected for the Portion of the Disposal Site in accordance with M.G.L. c. 21E ("Chapter 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"). Said response actions are based upon (a) the restriction of human access to and contact

SEE PLAN FILED IN
PLAN BOOK 717 PAGE 43+44

with oil and/or hazardous material in soil and/or (b) the restriction of certain activities occurring in, on, through, over or under the Portion of the Property. A description of the basis for such restrictions, and the oil and/or hazardous material release event(s) or site history that resulted in the contaminated media subject to the Notice of Activity and Use Limitation is attached hereto as Exhibit C and made a part hereof;

NOW, THEREFORE, notice is hereby given that the activity and use limitations set forth in this Notice of Activity and Use Limitation are as follows:

1. Activities and Uses Consistent with Maintaining No Significant Risk Conditions. The following Activities and Uses are consistent with maintaining a Permanent Solution and a condition of No Significant Risk and, as such, may occur on the Portion of the Property pursuant to 310 CMR 40.0000:

(i) Use of the Portion of the Property as vacant land. Permitted activities include passive recreational activities (such as walking, jogging, sitting, bird watching), routine landscaping maintenance activities (such as mowing of grass and/or removal of vegetation), maintaining settlement monuments, and maintaining stormwater structures, provided that direct contact with contaminated soil and asbestos containing material remains restricted through the use and maintenance of Cover Systems, as described in Paragraph 3(i) below;

(ii) Excavation activities provided that the activities are conducted in accordance with the applicable Obligations and Conditions set forth in Paragraph 3 (vi and vii) below;

(iii) Such other activities and uses which, in the Opinion of a Licensed Site Professional (LSP), shall present no greater risk of harm to health, safety, public welfare, or the environment than the activities and uses set forth in this Paragraph; and,

(iv) Such other activities and uses not identified in Paragraph 2 as being Activities and Uses Inconsistent with maintaining No Significant Risk Conditions.

2. Activities and Uses Inconsistent with Maintaining No Significant Risk Conditions. The following Activities and Uses are inconsistent with maintaining a Permanent Solution and a condition of No Significant Risk pursuant to 310 CMR 40.0000, and, as such, may not occur on the Portion of the Property:

(i) Use of the Portion of the Property as a school, day care center, playground, for residential structures, for commercial / industrial structures, or for the growth of agricultural products for human consumption or livestock consumption;

(ii) Any activity or use in absence of the constructed Cover Systems identified in Obligations and Conditions Paragraph 3(i);

(iii) Any activity and use that may damage the Cover Systems;

(iv) The alteration or removal of the Cover Systems unless an LSP Opinion is rendered which states that such alteration or removal is consistent with maintaining a condition of No Significant Risk, as indicated in Obligations and Conditions Paragraph 3(i);

(v) Any excavation activity or subsurface activity at the Portion of the Property that is not performed in accordance with the applicable Obligations and Conditions set forth in Paragraph 3 (vi and/or vii), below;

3. Obligations and Conditions. The following obligations and/or conditions are necessary and shall be undertaken and/or maintained at the Portion of the Property to maintain a Permanent Solution and a condition of No Significant Risk:

(i) The constructed Cover Systems (the as-built locations described in Exhibit A-2 and described and shown on Exhibit B) consisting of:

AUL Sub Area No. 1 / Cover System: a five (5) feet thick cover system consisting of one (1) foot of loam, overlying two (2) feet of clean fill, overlying a non-woven geotextile, overlying two (2) feet of crushed concrete, overlying an orange demarcation layer geotextile;

AUL Sub Area No. 2 / Cover System: a three (3) feet thick cover system consisting of one (1) foot of loam, overlying two (2) feet of clean fill, overlying an orange demarcation layer geotextile;

must be permanently maintained, repaired or replaced as necessary with a comparable barrier, to prevent exposures to contaminated soil and/or asbestos containing material located beneath the Cover Systems, unless an LSP Opinion is rendered which states that removal or alteration of the cover system is consistent with maintaining a condition of No Significant Risk.

(ii) The Cover Systems must be inspected on a bi-annual (twice a year) basis for any deficiencies, (including; subsidence, sloughing, breaches, burrows, lack of vegetation or other erosion process), to confirm its ability to effectively prevent exposure to underlying contaminated soil and/or asbestos containing material. Inspections must also include periodic monitoring of installed settlement monuments shown in Exhibit B to evaluate for potential settlement and/or subsidence. If necessary, repairs to the Cover System must be performed as soon as reasonably possible and within 60 days of inspection to stabilize the Cover System; and as soon as reasonably possible and within 6 month of the inspection to complete any required repairs to the Cover System. All repairs must be performed under the oversight of an LSP. If inspection identifies deficiency within the Cover System and asbestos containing material is exposed, access to the exposed material must be restricted within 48 hours and the area must be covered within 7 days to prevent access to the asbestos containing material prior to full Cover System repair.

(iii) The area of the AUL Sub Area No. 1 / Cover System must be mowed on an as needed basis to remove overgrowth of vegetation which may impact the integrity of the Cover System.

(iv) The area of the AUL Sub Area No. 2 / Cover System must be maintained on an an-needed basis to remove overgrowth of vegetation which may impact the integrity of the Cover System.

(v) Stormwater structures located within the Portion of the Property and adjacent to the Cover Systems, as depicted in Exhibit B, must be inspected on a bi-annual basis for sediment/erosion buildup, overall vegetative health, and to confirm the structures are working properly. If deficiencies are identified maintenance and repairs of the structures will be performed as soon as reasonably possible and within 60 days of inspection to stabilize the structure; and as soon as reasonably possible and within 6 months of the inspection to complete any required repairs to the structure. All repairs must be performed under the oversight of a Professional Engineer (PE).

(vi) Prior to the performance of any excavation or subsurface activity which may result in direct contact with and/or disturbance of contaminated soil within the Portion of the Property and/or asbestos containing material beneath the Cover Systems, a written Health and Safety Plan ("HSP") and a Soil Management Plan ("SMP") must be developed and implemented in accordance with the guidelines set forth below: The HSP must be prepared by a Certified Industrial Hygienist or other qualified individual sufficiently trained in worker health and safety requirements. The HSP should specify the type of personal protection (i.e., clothing, respirators), engineering controls, and environmental monitoring necessary to prevent worker exposure to contaminated soil and/or potential asbestos containing material through dermal contact, ingestion, and/or inhalation. On-site workers who may come in contact with contaminated soil and/or potential asbestos containing material should be appropriately trained on the requirements of the HSP, and the plan must be available on the Portion of the Property throughout the course of a project.

An SMP must be prepared by a Licensed Site Professional (LSP) and a Licensed Asbestos Project Designer (if asbestos containing material will be managed) and implemented. The SMP should describe appropriate soil excavation, soil characterization, handling, storage, transport, and disposal procedures; and appropriate plans for asbestos containing material identification, characterization, handling, storage, transport and disposal procedures. The SMP should include a description of the engineering controls and monitoring procedures necessary to ensure that workers and receptors in the vicinity are not affected by fugitive dust or particulates. On-site workers who may come in contact with the contaminated soil and/or asbestos containing materials should be appropriately trained on the requirements of the SMP, and the plan must be available on-site throughout the course of a project. Notification to the Massachusetts Department of Environmental Protection ("MassDEP") and the Department of Labor Standards ("DLS") and any other regulating authority is required prior to any excavation or subsurface activity which may result in direct contact with and/or disturbance of asbestos containing material beneath the Cover System areas.

(vii) Any excavation for maintenance or repair of the existing natural gas line located within AUL Sub Area No. 2 / Cover System (as shown in Exhibit B) must be performed in accordance with Paragraph 3 (vi). All materials excavated during such maintenance or repair activities shall be characterized, stored, transported, and disposed in accordance with the provisions of the MCP cited at 310 CMR 40.0030 et. seq. Excavated material cannot be re-deposited on-site and shall be disposed off-site. Required backfill shall meet all requirements for the specified use and shall be certified as clean by the supplier and, in all cases, shall contain

concentrations of oil and/or hazardous materials below their MCP Reportable Concentrations.

4. Proposed Changes in Activities and Uses. Any proposed changes in activities and uses at the Portion of the Property which may result in higher levels of exposure to oil and/or hazardous material than currently exist shall be evaluated by a Licensed Site Professional who shall render an Opinion, in accordance with 310 CMR 40.1080 *et seq.*, as to whether the proposed changes are inconsistent with maintaining a Permanent Solution and a condition of No Significant Risk. Any and all requirements set forth in the Opinion to meet the objective of this Notice shall be satisfied before any such activity or use is commenced.

5. Violation of a Permanent or Temporary Solution. The activities, uses and/or exposures upon which this Notice is based shall not change at any time to cause a significant risk of harm to health, safety, public welfare, or the environment or to create substantial hazards due to exposure to oil and/or hazardous material without the prior evaluation by a Licensed Site Professional in accordance with 310 CMR 40.1080 *et seq.*, and without additional response actions, if necessary, to maintain a condition of No Significant Risk.

If the activities, uses, and/or exposures upon which this Notice is based change without the prior evaluation and additional response actions determined to be necessary by a Licensed Site Professional in accordance with 310 CMR 40.1080 *et seq.*, the owner or operator of the Portion of the Property subject to this Notice at the time that the activities, uses and/or exposures change, shall comply with the requirements set forth in 310 CMR 40.0020.

6. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. This Notice shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed in accordance with 310 CMR 40.1074(5).

Owner hereby authorizes and consents to the filing and recordation and/or registration of this Notice, said Notice to become effective when executed under seal by the undersigned Licensed Site Professional, and recorded and/or registered with the appropriate Registry(ies) of Deeds and/or Land Registration Office(s).

WITNESS the execution hereof under seal this 29th day of November, 2022.

COMMONWEALTH OF MASSACHUSETTS

By: _____

Name: Carol W. Gladstone

Title: Commissioner
Division of Capital Asset Management
and Maintenance
Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss November 29, 2022

On this 29th day of November, 2022 before me, the undersigned notary public, personally appeared Carol W. Gladstone, proved to me through satisfactory evidence of identification, which were personally Known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as authorized signatory for COMMONWEALTH OF MASSACHUSETTS.

WARREN A. MADDEN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 3, 2027

Warren A. Madden
(Official signature and seal of Notary)

The undersigned Licensed Site Professional hereby certifies that in his Opinion this Notice of Activity and Use Limitation is consistent with a Permanent Solution and maintaining a condition of No Significant Risk.

Date: November 29, 2022

Francis M. Ricciardi, LSP
[Licensed Site Professional SEAL]

COMMONWEALTH OF MASSACHUSETTS
FRANCIS
M.
RICCIARDI
No. 5586
REGISTERED
LICENSED SITE PROFESSIONAL
11/29/22

COMMONWEALTH OF MASSACHUSETTS

_____, ss

11/29, 2022

On this 29th day of Nov., 2022, before me, the undersigned notary public, personally appeared Francis M. Ricciardi, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose as Licensed Site Professional.

Teresa A. Higinbotham
(Official signature and seal of Notary)

TERESA A. HIGINBOTHAM
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 23, 2023

Upon recording, return to:

Division of Capital Asset Management and Maintenance
Attn: Carol W. Gladstone, Commissioner
One Ashburton Place, Boston, Massachusetts 02108

Exhibit A: Description of Property Parcels

Parcel No. 1:
A certain piece or parcel of land located in the Town of Medfield, County of Norfolk, Massachusetts containing 37.8+/- acres and being shown as Parcel A-2 on a map entitled "Approval Not Required Plan in the Town of Medfield, Massachusetts, Norfolk County prepared for the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance on Behalf of the Department of Mental Health", by Nitsch Engineering, Inc., scale 1"=200', dated October 28, 2014, said Parcel A-2 being more particularly bounded and described as follows:

Beginning at an iron rod set on the northerly sideline of Hospital Road, said iron rod marking the southwest corner of land depicted as Remaining Area of Parcel A and the southeast corner of herein described parcel;

Thence running North 76° 49' 53" West, 467.88 feet and along a curve to the right having a radius of 1,969.62 feet and an arc length of 427.09 feet along said northerly sideline of Hospital Road to a point, said point being the southeast corner of land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation and the southwest corner of herein described parcel;

Thence Running North 03° 07' 54" East, 985.00 feet, North 03° 42' 06" West, 390.00 feet and North 40° 52' 06" West, 592 feet+/- along said land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation to the centerline of the Charles River;

Thence running easterly and northeasterly 1,008 feet+/- along said centerline of the Charles River to a point;

Thence running, North 89° 24' 51" East, 264.51 feet+/- along land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation to an iron rod set, said iron rod being the northwest corner of said land depicted as Remaining Land of Parcel A and the northeast corner of herein described parcel;

Thence running South 03° 15' 09" East, 2,036.28 feet and South 11° 00' 57" East, 517.10 feet to the point and place of beginning.

Parcel No. 2:
A certain piece or parcel of land located in the Town of Medfield, County of Norfolk, Massachusetts containing 53.018+/- acres and being shown as Tax Parcel 70.005 on a map entitled "Boundary Survey Dept. of Conservation & Recreation Tax Parcel 70.005 Hospital Road, Town of Medfield Norfolk County, Massachusetts", by KCI Technologies, Inc., scale 1"=150', dated February 2022, said parcel being more particularly bounded and described as follows:

Beginning at a point on the northerly sideline of Hospital Road marking the southwest corner of land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation, Parcel A-2 and the southeast corner of herein described parcel;

Thence running North 64° 24' 32" West, 410.55 feet and South 87° 28' 56" West, 63.76 feet along said northerly sideline of Hospital Road to a point on the easterly line of land now or formerly of Massachusetts Dept. of Transportation;

Thence Running North 35° 05' 59" West, 1,266.69 feet, northwesterly on a curve to the left having a radius of 2,897.93 feet, an arc length of 956.70 feet and North 54° 00' 54" West, 488 feet+/- along said land now or formerly of Massachusetts Dept. of Transportation to the centerline of the Charles River;

Thence running northeasterly and easterly 1,875 feet+/- along said centerline of the Charles River to a point;

Thence running, South 40° 52' 06" East, 807 feet+/-, South 03° 42' 06" East, 390.00 feet and South 03° 07' 54" West. 985.00 feet along land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation, Parcel A-2 to the point and place of beginning.

Exhibit A-1: Legal Description of Portion of Property / AUL Area

Portion Property / AUL Area

A certain piece or parcel of land located in the Town of Medfield, County of Norfolk, Massachusetts containing 186,095 square feet and being shown as AUL Area on a map entitled "Exhibit Plan A, Activity and Use Limitation Area, Hospital Road, Town of Medfield, Norfolk County, Massachusetts", by KCI Technologies, Inc., scale 1"=40', dated November 2022, and recorded with the Norfolk Registry of Deeds in Plan Book 717, Plan 43 of 2022. Said AUL Area being more particularly bounded and described as follows:

Beginning at a point at the southwest corner of the AUL area, said point being located South 83° 02' 33" West, 151.20 feet from an angle point in the division line between land now or formerly of Commonwealth of Massachusetts, Parcel A-2 on the northeast and land now or formerly of Commonwealth of Massachusetts, Tax Parcel 70.005 on the southwest, when measured through land now or formerly of Commonwealth of Massachusetts, Tax Parcel 70.005;

Thence north 18 degrees, 41 minutes 55 seconds east by said southwest corner of the AUL Area a distance of 360.97 feet to a point;

Thence north 60 degrees, 15 minutes 49 seconds east a distance of 270.55 feet to a point;

Thence south 56 degrees, 13 minutes 17 seconds east a distance of 263.02 feet to a point on the access road;

Thence south 13 degrees, 50 minutes 19 seconds east a distance of 146.87 feet to a point on the access road;

Thence south 7 degrees, 31 minutes 09 seconds west a distance of 162.34 feet to a point just west of the parking lot;

Thence north 84 degrees, 21 minutes 51 seconds west a distance of 470.74 feet to a point;

Thence south 38 degrees, 29 minutes 33 seconds west a distance of 118.02 feet to a point;

Thence north 64 degrees, 19 minutes 31 seconds west a distance of 45.74 feet to the beginning point at the southwest corner of the AUL Area.

Said AUL area contains 186,095 square feet.

Exhibit A-2: Legal Description of AUL Sub Areas

AUL Sub Area No. 1

A certain piece or parcel of land located in the Town of Medfield, County of Norfolk, Massachusetts containing 50,076 square feet and being shown as AUL Sub Area No.1 on a map entitled "Exhibit Plan A, Activity and Use Limitation Area, Hospital Road, Town of Medfield, Norfolk County, Massachusetts", by KCI Technologies, Inc., scale 1"=40', dated November 2022, and recorded with the Norfolk Registry of Deeds in Plan Book 717, Plan 43 of 2022. Said AUL Sub Area 1 being more particularly bounded and described as follows:

Beginning at an iron pin set on the easterly side of the herein described parcel, said point being located North 68° 23' 05" West, 277.49 feet from the southwesterly corner of land now or formerly of Commonwealth of Massachusetts, known as the Laundry Parcel, when measured through land now or formerly of Commonwealth of Massachusetts, Parcel A-2;

Thence running South 32° 51' 38" West, 28.72 feet;

Thence running South 23° 23' 00" West, 118.98 feet;

Thence running North 67° 53' 36" West, 75.31 feet;

Thence running South 85° 21' 00" West, 61.12 feet;

Thence running Northerly on a curve to the right having a radius of 82.03 feet, an arc length of 147.67 feet;

Thence running northeasterly on a curve to left having a radius of 276.39 feet, an arc length of 86.46 feet;

Thence running northeasterly again on a curve to the right having a radius of 143.85 feet, an arc length of 116.19 feet;

Thence running easterly on a curve to the right having a radius of 49.98 feet, an arc length of 59.33 feet;

Thence running South 46° 25' 55" East, 46.05 feet;

Thence running South 24° 39' 11" West, 9.67 feet;

Thence running southerly on a curve to the left having a radius of 60.34 feet, an arc length of 41.25 feet;

Thence running southerly again on a curve to the right having a radius of 188.37 feet, an arc length of 70.87 feet through land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation, Parcel A-2 to the point and place of beginning.

AUL Sub Area No. 2

A certain piece or parcel of land located in the Town of Medfield, County of Norfolk, Massachusetts containing 26,110 square feet and being shown as AUL Sub Area No. 2 on a map entitled "Exhibit Plan A, Activity and Use Limitation Area, Hospital Road, Town of Medfield, Norfolk County, Massachusetts", by KCI Technologies, Inc., scale 1"=40', dated November 2022, and recorded with the Norfolk Registry of Deeds in Plan Book 717, Plan 43 of 2022. Said AUL Area 2 being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel, said point being located on the division line between land now or formerly of Commonwealth of Massachusetts, Parcel A-2 on the north and land now or formerly of Commonwealth of Massachusetts, Tax Parcel 70.005 on the south, said point further being located North 40° 52' 06" West, 95.92 feet from an angle point in said division line when measured along said division line;

Thence running South 24° 22' 17" West, 87.87 feet;

Thence running South 39° 58' 21" West, 28.18 feet,

Thence running North 64° 08' 44" West, 11.65 feet,

Thence running North 22° 44' 41" East, 74.16 feet,

Thence running North 67° 37' 48" West, 8.97 feet

Thence running North 13° 58' 58" East, 60.93 feet through land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation, Tax Parcel 70.005 to a point on said division line;

Thence running North 13° 58' 58" East, 25.71 feet,

Thence running North 26° 25' 27" East, 170.89 feet,

Thence running North 09° 54' 14" East, 18.47 feet,

Thence running North 48°00' 52" East, 69.12 feet,

Thence running North 59° 03' 14" East, 77.07 feet,

Thence running North 38° 46' 40" East, 33.71 feet,

Thence running North 83° 53' 56" East, 61.31 feet,

Thence running southeasterly on a curve to the right having a radius of 20.23 feet, an arc length of 28.64 feet,

Thence running South 52° 24' 50" West, 170.24 feet,

Thence running southerly on a curve to the left having a radius of 287.83 feet, an arc length of 76.58 feet,

Thence running South 31° 47' 10" West, 137.85 feet and

Thence running South 24° 22' 17" West, 57.32 feet through land now or formerly of Commonwealth of Massachusetts Department of Conservation and Recreation, Parcel A-2 to the point and place of beginning.

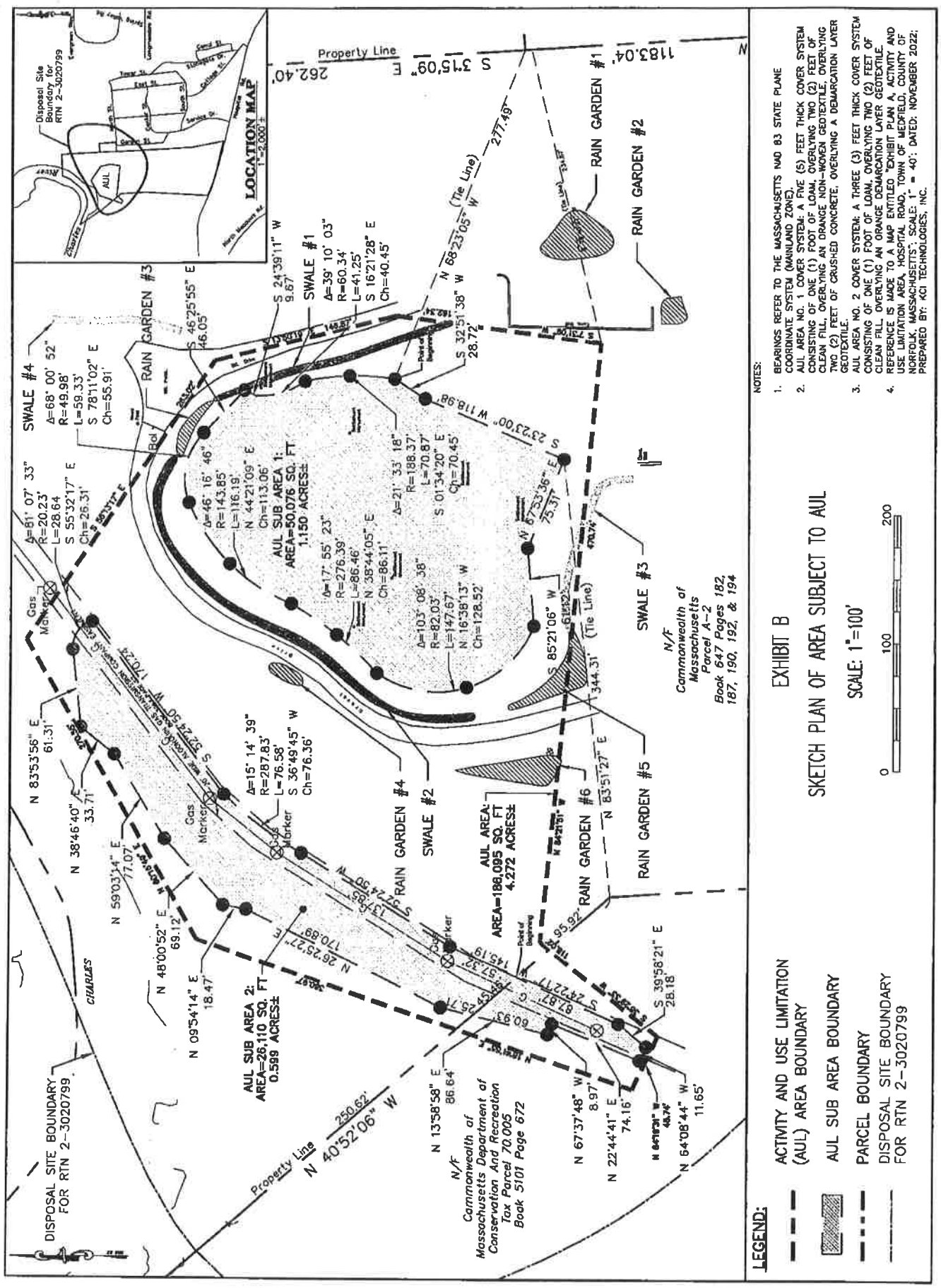

LOCATION MAP
1"=2,000'±
Disposal Site Boundary for RTN 2-3020799
AUL
Property Line
262.40'
S 31°59'09" E
1183.04'
N 68°23'05" W (Tie Line) 277.49'
S 24°39'11" W 9.67'
SWALE #1
Δ=39° 10' 03"
R=60.34'
L=41.25'
Ch=40.45'
S 16°21'28" E
SWALE #4
Δ=68° 00' 52"
R=49.98'
L=59.33'
S 78°11'02" E
Ch=55.91'
S 46°25'55" E 46.05'
RAIN GARDEN #3
RAIN GARDEN #1
RAIN GARDEN #2
S 32°51'38" W 28.72'
S 23°23'00" W 118.98'
Δ=81° 07' 33"
R=20.23'
L=28.64
S 55°32'17" E
Ch=26.31'
Δ=46° 16' 46"
R=143.85'
L=116.19'
N 44°21'09" E
Ch=113.06'
AUL SUB AREA 1:
AREA=50,076 SQ. FT
1.150 ACRES±
Δ=17° 55' 23"
R=276.39'
L=86.46'
N 38°44'05" E
Ch=86.11'
Δ=21° 33' 18"
R=188.37'
L=70.87'
S 01°34'20" E
Ch=70.45'
Δ=103° 06' 38"
R=82.03'
L=147.67'
N 16°38'13" W
Ch=128.52'
N 87°53'36" E 75.31'
S 85°21'06" W 61.52'
344.31' (Tie Line)
SWALE #3
N/F
Commonwealth of Massachusetts
Parcel A-2
Book 647 Pages 182, 187, 190, 192, & 194
N 83°53'56" E 61.31'
N 38°46'40" E 33.71'
N 59°03'14" E 77.07'
N 48°00'52" E 69.12'
N 09°54'14" E 18.47'
Δ=15° 14' 39"
R=287.83'
L=76.58'
S 36°49'45" W
Ch=76.36'
S 27°24'50" W 170.23'
RAIN GARDEN #4
SWALE #2
AUL AREA:
AREA=186,095 SQ. FT
4.272 ACRES±
RAIN GARDEN #6
RAIN GARDEN #5
N 83°51'27" E
95.92'
S 27°24'50" W 137.05'
N 26°25'27" E 170.89'
AUL SUB AREA 2:
AREA=26,110 SQ. FT
0.599 ACRES±
S 39°58'21" E 28.18'
N 13°58'58" E 86.64'
N 67°37'48" W 8.97'
N 22°44'41" E 74.16'
N 64°08'44" W 11.65'
N/F
Commonwealth of Massachusetts Department of Conservation And Recreation
Tax Parcel 70.005
Book 5101 Page 672
Property Line
N 40°52'06" W 250.62'
DISPOSAL SITE BOUNDARY FOR RTN 2-3020799
CHARLES
Gas Marker
Gas Marker
D-06 Marker
Point of Beginning
Point of Beginning
EXHIBIT B
SKETCH PLAN OF AREA SUBJECT TO AUL
SCALE: 1"=100'
0
100
200
LEGEND:
ACTIVITY AND USE LIMITATION (AUL) AREA BOUNDARY
AUL SUB AREA BOUNDARY
PARCEL BOUNDARY
DISPOSAL SITE BOUNDARY FOR RTN 2-3020799
NOTES:
1. BEARINGS REFER TO THE MASSACHUSETTS NAD 83 STATE PLANE COORDINATE SYSTEM (MAINLAND ZONE).
2. AUL AREA NO. 1 COVER SYSTEM: A FIVE (5) FEET THICK COVER SYSTEM CONSISTING OF ONE (1) FOOT OF LOAM, OVERLYING TWO (2) FEET OF CLEAN FILL, OVERLYING AN ORANGE NON-WOVEN GEOTEXTILE, OVERLYING TWO (2) FEET OF CRUSHED CONCRETE, OVERLYING A DEMARCATION LAYER GEOTEXTILE.
3. AUL AREA NO. 2 COVER SYSTEM: A THREE (3) FEET THICK COVER SYSTEM CONSISTING OF ONE (1) FOOT OF LOAM, OVERLYING TWO (2) FEET OF CLEAN FILL, OVERLYING AN ORANGE DEMARCATION LAYER GEOTEXTILE.
4. REFERENCE IS MADE TO A MAP ENTITLED "EXHIBIT PLAN A, ACTIVITY AND USE LIMITATION AREA, HOSPITAL ROAD, TOWN OF MEDFIELD, COUNTY OF NORFOLK, MASSACHUSETTS"; SCALE: 1" = 40'; DATED: NOVEMBER 2022; PREPARED BY: KCI TECHNOLOGIES, INC.

Exhibit C

Narrative Describing the Basis for Activity and Use Limitation

This narrative describing the basis for the Activity and Use Limitation (AUL) was prepared in accordance with 310 CMR 40.1074(2)(e) through (g) of the Massachusetts Contingency Plan (MCP). The MCP requirements are shown in ***bold italic text*** in the following sections of this exhibit with the obligatory information provided in normal text.

40.1074(2)(e): a statement that specifies why the Notice of Activity and Use Limitation is appropriate to maintain a Permanent Solution and condition of No Significant Risk;

Subsurface investigations performed at the Construction and Demolition (C&D) Area of the former Medfield State Hospital (Site and Property) between 2004 and 2013 identified lead in soil at concentrations above applicable Massachusetts Department of Environmental Protection (MassDEP) Method 1 S-1 risk characterization standards. Buried asbestos containing materials were also identified. The soil impacts and buried asbestos containing materials were determined to have been placed during historic operations at the former hospital.

In accordance with 310 CMR 40.0990, a Method 3 risk characterization was performed to evaluate the potential risk to human health, safety, public welfare and the environment from impacted soil and buried asbestos containing material within the C&D Area. The risk characterization concluded that remedial action was required to achieve a condition of No Significant Risk (NSR) of harm to human health, safety, public welfare and the environment for current and future Site use. Therefore, a Phase IV Remedy Implementation Plan was developed and implemented. The RIP activities were completed in 2014 and 2015 and included the off-Site disposal of 550 cubic yards (CY) of lead-impacted soil and the on-Site relocation of 30,420 CY of fill to the Portion of the Property subject to this Notice of AUL. The relocated fill was placed in AUL Sub Area No.1. A five-foot thick Cover System was placed over the relocated fill. A three-foot Cover System was placed over AUL Sub Area No.2

Based on the Method 3 risk characterization an AUL is required to restrict use and establish obligations and conditions for the Portion of the Property. Restricted uses include use of the Portion of the Property as a school, day care center, playground, for residential structures, for commercial / industrial structures, or for the growth of agricultural products for human consumption or livestock consumption. Restrictions are also required relative to soil and/or asbestos containing material excavation and management within two Cover System Areas located at the Portion of the Property. The soil cover systems must be inspected on a bi-annual basis to confirm their ability to effectively prevent exposure(s) to underlying contaminated soil and asbestos containing material and must be permanently maintained, repaired or replaced as necessary with a comparable barrier, to prevent exposure to contaminated soil and asbestos containing material located beneath the Cover Systems. All excavation performed within the Portion of the Property must be conducted under a Site-specific Health and Safety Plan (HASP) with appropriate personal protective equipment (PPE) and a Soil Management Plan (SMP) prepared by a Licensed Site Professional.

40.1074(2)(f): a concise summary of the oil and/or hazardous material release event(s) or site history (i.e., date of the release(s), to the extent known, release volume(s), and response actions taken to address the release(s)) that results in the contaminated media subject to the Notice of Activity and Use Limitation;

Subsurface investigations performed within the C&D area in 2004 identified lead-impacted soil at levels above MassDEP Reportable Concentrations. Asbestos containing material and fill were also identified

within the soil. A Release Notification Form (RNF) was submitted to the MassDEP on February 6, 2006, and the MassDEP subsequently assigned RTN 2-3025651 to the release; this RTN was included in a Special Project Designation (SPD) permit with RTN 2-3020799. The soil impacts and buried asbestos containing materials were determined to have been placed during historic operations at the former hospital.

Between 2004 and 2012, subsurface investigations were performed within the C&D area to assess the nature and extent of impacted fill. The investigation identified approximately 30,970 CY of impacted fill within the C&D area.

Between 2014 and 2015, remedial actions were performed for the C&D Area and included the off-Site disposal of 550 CY of lead-impacted soil and the on-Site relocation of 30,420 CY of fill. The relocated fill was placed within the Portion of the Property subject to this AUL under a soil Cover System in AUL Sub Area No. 1. Fill material in the area of the natural gas line was left in-place under the soil Cover System in AUL Sub Area No. 2 due to pipe integrity and slope stability concerns.

Based on the results of a Method 3 risk characterization, with the Cover Systems in place, the relocated fill material does not represent a significant risk to human health and the environment for current passive recreational use. However, a condition of No Significant Risk requires an AUL to restrict future use and establish obligations and conditions for the Portion of the Property.

40.1074(2)(g); a description of the contaminated media (i.e., media type(s), contaminant type(s), approximate vertical and horizontal extent) subject to the Notice of Activity and Use Limitation

Investigations performed within the C&D area identified fill material with lead impacted soil and asbestos containing material. In 2014 and 2015 remedial actions were performed to relocate the fill from the C&D Area to AUL Sub Area No. 1 within the Portion of the Property subject to this AUL. The fill was placed to a depth of up to 25 to 30 feet in AUL Sub Area No. 1. AUL Sub Area No.1 contains approximately 30,420 cubic yards of relocated fill.

Fill remains in AUL Sub Area No. 2 due to the presence of an active 24-inch-high pressure gas line. The vertical extent of fill in AUL Sub Area No. 2 begins approximately two feet above the gas line and extends down to approximately 15 feet below grade. The fill depth ranges from approximately 6 feet in the southern portion to 15 feet in the middle and 12 feet in the norther portion of AUL Sub Area No. 2 due to the varying depth of the gas line.

Soil Cover Systems were installed over the fill material in both AUL Sub Area No. 1 and AUL Sub Area No.2. See Exhibit B for the location of the AUL Sub Areas.

A true copy from Lib. 40953 Fol. 23
in Norfolk County Registry of Deeds
Dedham, MA
Certify: Register

APPENDIX C

Stormwater Structure Monitoring and Inspection Checklist

Stormwater Structure Inspection and Monitoring Checklist
Former Medfield State Hospital
Medfield, Massachusetts

Weston & Sampson℠

W&S REPRESENTATIVE:	WEATHER:
W&S P.E.:	
DATE:	GROUND COVER:

RAIN GARDENS:

			NOTES:
Rain Garden #1			
1. Is the rain garden vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?*	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Rain Garden #2			
1. Is the rain garden vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Rain Garden #3			
1. Is the rain garden vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Rain Garden #4			
1. Is the rain garden vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Rain Garden #5			
1. Is the rain garden vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Rain Garden #6			
1. Is the rain garden vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	

ADDITIONAL COMMENTS / RECOMMENDATIONS:

Stormwater Structure Inspection and Monitoring Checklist
Former Medfield State Hospital
Medfield, Massachusetts

Weston & Sampson℠

W&S REPRESENTATIVE:	WEATHER:
W&S P.E.:	
DATE:	GROUND COVER:

SWALES:

			NOTES:
Swale #1			
1. Is the swale vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?*	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Swale #2			
1. Is the swale vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Swale #3			
1. Is the swale vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
Swale #4			
1. Is the swale vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	
2022 SPD Area Remediation Project Swale			
1. Is the swale vegetated? If so, how vegetated (i.e., native or invasive vegetation)?	Y	N	
2. Was dead vegetation and/or plant debris observed?	Y	N	
3. Were bare spots noted?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage vegetative distress, or vandalism observed?	Y	N	

CULVERTS AND DRAINAGE CHANNEL:

Three Culverts (2 to Rain Garden #6 and 1 to Rain Garden #1) and Drainage Channel			
1. Was sediment, trash, or debris accumulation observed?	Y	N	

ADDITIONAL COMMENTS / RECOMMENDATIONS:

APPENDIX D

Erosion and Sedimentation Monitoring and Inspection Checklist

Monitoring & Maintenance Inspection Checklist
Former Medfield State Hospital
Medfield, Massachusetts

Weston & Sampson℠

W&S REPRESENTATIVE:	WEATHER:
W&S P.E.:	
DATE:	GROUND COVER:

2.1 Stormwater Management System

2.1.1 Stormwater Feature Inspection

			NOTES:
1. Was sediment accumulation observed?	Y	N	
2. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
3. Was vegetation in rain gardens observed to be in good health?	Y	N	
4. Was invasive vegetation observed within rain gardens (RGs)?	Y	N	
5. Were weeds or vegtation inconsistent with RG vegetation observed?	Y	N	
6. Were any bare spots observed in swales and RGs?	Y	N	
7. Was sediment accumulation or erosion observed prior to drainage channel (DC)?	Y	N	
8. Were other deficiencies not cover by the questions above observed?	Y	N	

2.1.2 Stormwater Feature Maintenance

1. What was the most recent date of maintenance completed for swales, RGs, and DC?		Date:	
2. Was trash or debris observed in swales, RGs, or DC?	Y	N	
3. Were any areas of overgrown vegetation observed in swales or surrounding RGs?	Y	N	
4. Are any plantings in RGs in need of pruning?	Y	N	
5. Are any plantings in RGs dead?	Y	N	

2.1.3 Corrective Actions

1. Were any corrective actions recently completed? If yes, provide the date completed.	Y	N	
2. Were corrective actions observed to be in good condition?	Y	N	

2.2 Monitoring and Maintenance of Fill Relocation/Cap Areas and Remaining Site Areas

2.2.1 Inspection - Fill Relocation Area, Gas Line Easement Area, and Gas Line Wedge Area

Fill Relocation Area

1. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
2. Were any bare spots/areas lacking vegetation observed?	Y	N	
3. Were any worn footpaths observed?	Y	N	
4. Was vegetation observed to be in good health?	Y	N	
5. Were any areas of distressed vegetation observed?	Y	N	
6. Was any woody vegetation (i.e., tree growth, etc.) observed?	Y	N	
7. Was sediment accumulation obsered?	Y	N	
8. Were any areas of on-going or former seep locations observed?	Y	N	
9. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	

Gas Line Easement Area

1. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
2. Were any bare spots/areas lacking vegetation observed?	Y	N	
3. Were any worn footpaths observed?	Y	N	
4. Was vegetation observed to be in good health?	Y	N	
5. Were any areas of distressed vegetation observed?	Y	N	
6. Was any woody vegetation (i.e., tree growth, etc.) observed?	Y	N	
7. Was sediment accumulation obsered?	Y	N	
8. Were any areas of on-going or former seep locations observed?	Y	N	
9. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
10. Was excavation observed?	Y	N	

ADDITIONAL COMMENTS / RECOMMENDATIONS:

Monitoring & Maintenance Inspection Checklist
Former Medfield State Hospital
Medfield, Massachusetts

W&S REPRESENTATIVE: _____
W&S P.E.: _____
DATE: _____

WEATHER: _____
GROUND COVER: _____

2.2 Monitoring and Maintenance of Fill Relocation/Cap Areas and Remaining Site Areas

2.2.1 Inspection - Fill Relocation Area, Gas Line Easement Area, and Gas Line Wedge Area

			NOTES:
Gas Line Wedge Area			
1. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
2. Were any bare spots/areas lacking vegetation observed?	Y	N	
3. Were any worn footpaths observed?	Y	N	
4. Was vegetation observed to be in good health?	Y	N	
5. Were any areas of distressed vegetation observed?	Y	N	
6. Was any woody vegetation (i.e., tree growth, etc.) observed?	Y	N	
7. Was sediment accumulation obsered?	Y	N	
8. Were any areas of on-going or former seep locations observed?	Y	N	
9. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	

2.2.2 Inspection - Remaining site Areas

Access Road			
1. Is the access road pavement in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Was sediment accumulation observed?	Y	N	
4. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
5. Were signs of vandalism observed?	Y	N	
6. Were any obstructions that prevent access to the road observed?	Y	N	
Charles Link Trail			
1. Is the trail in good condition?		Date:	
2. Are there any areas of significant differential settlement?	Y	N	
3. Are trails maintaining proper grades to facilitate stormwater runoff?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
7. Were any obstructions that prevent access to the trail observed?	Y	N	
Northern Perimeter			
1. Is the northern perimeter of the fill relocation area in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Was sediment accumulation observed?	Y	N	
4. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
5. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
6. Were any obstructions that prevent access and/or viewing of this area observed?	Y	N	
Southern Perimeter			
1. Is the southern perimeter of the fill relocation area in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Was sediment accumulation observed?	Y	N	
4. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
5. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
6. Were any obstructions that prevent access and/or viewing of this area observed?	Y	N	

ADDITIONAL COMMENTS / RECOMMENDATIONS:

Monitoring & Maintenance Inspection Checklist
Former Medfield State Hospital
Medfield, Massachusetts

Weston & Sampson

W&S REPRESENTATIVE: _____
W&S P.E.: _____
DATE: _____

WEATHER: _____
GROUND COVER: _____

2.2 Monitoring and Maintenance of Fill Relocation/Cap Areas and Remaining Site Areas

2.2.2 Inspection - Remaining site Areas

			NOTES
Western Perimeter			
1. Is the western perimeter of the fill relocation area in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Was sediment accumulation observed?	Y	N	
4. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
5. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
6. Were any obstructions that prevent access and/or viewing of this area observed?	Y	N	
Upper Promontory			
1. Is the Fill Relocation Area cover system in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Are there signs of cover system disturbance?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage, vegetative distress, seeps, or vandalism observed?	Y	N	
7. Is the Fill Relocation Area vegetated? If so, how vegetated?	Y	N	
8. Were bare spots observed?	Y	N	
9. Is the Fill Relocation Area maintaining proper grades to facilitate stormwater runoff?	Y	N	
10.Were any obstructions that prevent acess and/or viewing of this area observed?	Y	N	
Lower Promontory			
1. Is the lower promontory in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Was sediment accumulation observed?	Y	N	
4. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
5. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
6. Were any obstructions that prevent access and/or viewing of this area observed?	Y	N	
Signage Areas			
1. Are signage areas in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Was sediment accumulation observed?	Y	N	
4. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
5. Were signs of wildlife damage, vegetative distress, or vandalism observed?	Y	N	
6. Were any obstructions that prevent access and/or viewing of this area observed?	Y	N	

2.2.3 Maintenance - Fill Relocation Area, Gas Line Easement Area, and Gas Line Wedge Area

1. What was the most recent date of maintenance completed for the:			
a) Fill Relocation Area?		Date:	
b) Gas Line Eastement Area?		Date:	
c) Gas Line Wedge Area?		Date:	
2. Was trash or debris observed on any of these areas?	Y	N	
3. Were any areas of overgrown vegetation observed in any of these areas?	Y	N	
4. Was any woody vegetation (i.e. tree growth, etc.) observed in any of these areas?	Y	N	

ADDITIONAL COMMENTS / RECOMMENDATIONS:

Monitoring & Maintenance Inspection Checklist
Former Medfield State Hospital
Medfield, Massachusetts

Weston & Sampson

W&S REPRESENTATIVE: _____
W&S P.E.: _____
DATE: _____

WEATHER: _____
GROUND COVER: _____

2.2 Monitoring and Maintenance of Fill Relocation/Cap Areas and Remaining Site Areas

2.2.4 Maintenance - Remaining Site Areas			NOTES
1. What was the most recent date of maintenance completed for the:			
a) Charles River Link Trail?		Date:	
b) Upper and Lower Promontories and Signage Areas?		Date:	
c) Western Perimeter?		Date:	
2. Was trash or debris observed on any of these areas?	Y	N	
3. Were any areas of overgrown vegetation observed in any of these areas?	Y	N	
4. Was any woody vegetation (i.e. tree growth, etc.) observed in any of these areas?	Y	N	
2.2.5 Corrective Actions			
1. Were any corrective actions recently completed? If yes, provide the date completed.	Y	N	
2. Were corrective actions observed to be in good condition?	Y	N	

2.3 Settlement Inspection and Monumenet Survery

2.3.1 Settlement Inspections			
1. Is the Fill Relocation Area cover system in good condition?	Y	N	
2. Are there any areas of significant differential settlement?	Y	N	
3. Are there signs of cover system disturbance?	Y	N	
4. Was sediment accumulation observed?	Y	N	
5. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
6. Were signs of wildlife damage, vegetative distress, seeps, or vandalism observed?	Y	N	
7. Is the Fill Relocation Area vegetated? If so, how vegetated?	Y	N	
8. Were bare spots observed?	Y	N	
9. Is the Fill Relocation Area maintaining proper grades to facilitate stormwater runoff?	Y	N	
10. Was rutting from maintenance activities observed?	Y	N	
11. Were signs of new walking trails along the cover system observed?	Y	N	
12. Are signs of woody vegetation on the cover system?	Y	N	
2.3.2 Survey			
1. What was the most recent date a settlement monument survey was conducted?		Date:	
2. Is a settlement monument survey being conducted during this inspection? If yes, please refer to attachment A.	Y	N	
3. Were monuments accessible?	Y	N	
4. Were monuments in good condition?	Y	N	
5. Was any significant differential settlement observed?	Y	N	
6. Were signs of wildlife damage or vandalism observed?	Y	N	

2.3 Groundwater Monitoring

1. When was the last groundwater monitoring event conducted?		Date:	
2. Are groundwater monitoirng wells in good conditions?	Y	N	
3. Were signs of wildlife damage or vandalism observed?	Y	N	

2.5 Biostabilization Area

2.5.1 Stability Monitoring			
1. Was erosion, subsidence, sloughing, burrowing, or other erosion process observed?	Y	N	
2.5.2 Corrective Actions			
1. Were any corrective actions recently completed? If yes, provide the date completed.	Y	N	
2. Were corrective actions observed to be in good condition?	Y	N	

ADDITIONAL COMMENTS / RECOMMENDATIONS:

Monitoring & Maintenance Inspection Checklist
Attachment A
Former Medfield State Hospital
Medfield, Massachusetts

W&S REPRESENTATIVE: _____
W&S P.E.: _____
DATE: _____

WEATHER: _____
GROUND COVER: _____

Monument Survey Results						
Monument/ Benchmark ID	As-Built Conditions			Current Monitoring Conditions		
	Latitude	Longitude	Elevation (ft amsl)	Latitude	Longitude	Elevation (ft amsl)
Catch Basin (BM)	42.2127752°	-71.3369616°	199.56			
Mon. 1	42.2134847°	-71.3383352°	163.86			
Mon. 2	42.2132943°	-71.3384667°	172.19			
Mon. 3	42.2129131°	-71.3387199°	159.61			
Mon. 4	42.2130588°	-71.3386219°	169.44			
Mon. 5	42.2132054°	-71.3388842°	168.69			
Mon. 6	42.2132847°	-71.3390261°	154.95			

Notes:

1. Coordinate and elevation data for Catch Basin (BM) is reference from As-Built Conditions Survey Plot in Medfield, MA, Prepared for Charter Contracting Co. DCAMM Project #DCP2151-FC1, Medfield State Hospital, Medfield, MA, Date: August 9, 2022, Revised: November 23, 2022, Scale: 1" = 30' prepared by Halnon Land Surveying, Inc. of Norton, Massachusetts dated November 23, 2022.

2. Coordinate and elevation data for monuments is referenced from Final As-Built Plan, Former Medfield State Hospital Remediation, Medfield, MA Prepared for: Charter Environmental, Scale 1" = 30' prepared by A-Plus Construction Services Corporation of Norwell, Massachusetts dated October 30, 2015.

Abbreviations:

BM = benchmark

ft = feet

amsl = above mean sea level

ADDITIONAL COMMENTS / RECOMMENDATIONS:

MEDFIELD STATE HOSPITAL SETTLEMENT
EXECUTIVE SUMMARY
July, 2013

New Remediation Approach

Historic Disposal Area: Approximately 25,000 cubic yards of historic fill to be excavated from the wetland areas between the river and the natural gas pipeline.

Solid wastes and identified materials with high levels of contamination will be disposed off-site.

All other materials will be relocated and isolated to the upland area on the other side of the pipeline, adjacent to the current Historic Disposal Area, buried, covered and landscaped.

Charles River Sediments: Dredging and off-site disposal of petroleum impacted river sediments.

Post-relocation Monitoring: DCAMM will conduct groundwater monitoring to ensure that groundwater meets the requirements for public health and safety.

Extensive Restoration

River Area: Reestablish wetlands, river resource areas, floodplain, and the endangered species Long's Bulrush.

Uplands: Enhance access to and use of the restored upland open space reconnecting the core campus to the river and providing scenic overlooks, car-top canoe/kayak launch area, reconnection of the Bay Circuit Trail and other means of public use of this unique site.

Long-term Maintenance: DCAMM monitoring wetland restoration and retaining long-term responsibility for annual inspection/maintenance of the covered and restored area.

Additional DCAMM Commitments

Legislative Support: DCAMM will support legislative amendments sought by Town as related to (1) expedited transfer of Water Tower and Tubular Wellfield to Medfield as stated in the Commissioner's July 11, 2013 letter, and (2) reuse/redevelopment of MSH property.

Demolition: DCAMM will take immediate steps to demolish the unsafe Odyssey House, Laundry Building and Carriage House.

Police/Fire River Access: DCAMM will upgrade river access at railroad trestle.

Ongoing Cooperation

Working Together: DCAMM and the Town will continue their established collaboration in moving forward to implement this complex project through all phases, including public outreach.

SETTLEMENT AND COOPERATION AGREEMENT
(Medfield State Hospital)

THIS SETTLEMENT AND COOPERATION AGREEMENT (the "Agreement") is entered into and effective this 26 day of JULY, 2013 by and between (1) the Commonwealth of Massachusetts by and through its Division of Capital Asset Management and Maintenance ("DCAMM"), and (2) the Town of Medfield, by and through its Board of Selectmen ("Medfield"), hereinafter referred to collectively as the "Parties" and each individually as a "Party."

BACKGROUND RECITALS

Introduction

Through this Agreement, the Parties are committing to a new approach for remediating and restoring the "Historic Disposal Area" and Contaminated River Sediments located at the former Medfield State Hospital ("MSH") property. The approach was developed through collaborative efforts of the Parties' representatives and consultants, facilitated through an extensive mediation process. The approach is protective of public health and the environment, including Medfield's drinking water resources, and accounts for the unique environmental and recreational values of the impacted area. Through this Agreement, the Parties also aim to avoid unnecessary delays and expenses associated with permit appeals and other litigation and to establish an improved framework for ongoing collaboration as related to the remediation and redevelopment of the MSH property. See the Executive Summary included in Exhibit A hereto.

General Background – Historic Disposal Area and Contaminated River Sediments

- The 269-acre former MSH property has been owned by the Commonwealth of Massachusetts since the late 19th Century and is currently managed by DCAMM.
- There is a 3.2-acre area adjacent to the Charles River in which a variety of wastes generated at the Hospital were disposed prior to the 1970's, including construction and demolition wastes, combustion remnants from the former power plant and incinerator and miscellaneous refuse and debris ("Historic Disposal Area", also referred to as the C&D Area).
- The Historic Disposal Area is located within the Zone II for the Town of Medfield's Well #6, an area mapped as a Potentially Productive Aquifer, and the Floodplain of the Charles River. The wastes also extend below and are sitting in the groundwater table.
- An underground natural gas pipeline runs through the Historic Disposal Area.
- Contaminated river sediments ("Contaminated River Sediments") are located within portions of the Charles River adjacent to the Historic Disposal Area.

- DCAMM has been conducting assessment and remediation activities at the MSH property pursuant to the requirements of the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"), a Special Project Designation Permit ("SPD Permit") from the Massachusetts Department of Environmental Protection ("MassDEP"), and a Public Involvement Plan ("PIP"), but remediation must still be undertaken for four overlapping portions of the SPD Permit area: the SPD Area Groundwater, the "Power Plant Area," the "Historic Disposal Area," and the "Contaminated River Sediments."

- In 2011, DCAMM proposed a remediation approach for the Historic Disposal Area and Contaminated River Sediments, which included temporarily capping the Contaminated River Sediments in place, removing limited areas of fill along the Charles River bank, covering and stabilizing the remaining fill in place and restoration.

- DCAMM obtained a wetlands permit from the Medfield Conservation Commission for the work. However, that permit was appealed to MassDEP by a 10-resident group, the Charles River Watershed Association and The Trustees of Reservations.

- DCAMM presented certain modifications to its remediation approach in 2012, including excavation of the Contaminated River Sediments and other minor improvements, but retaining the basic proposal of capping and stabilizing the Historic Disposal Area in place. This approach was identified in the Phase III and Phase IV reports as "RAA-3". ("2012 Remediation Proposal").

- Medfield, through its Board of Selectmen, its legislative delegation, and many Medfield residents continued to object to the 2012 Remediation Proposal. All made requests for further evaluation of the nature and extent of contamination, review of other alternatives, and compliance with the Commonwealth's Climate Change Adaption Plan, which recommends removal of landfills from river banks and restoration of wetland areas to assist the Commonwealth in adapting to climate change.

Mediation Process and New Approach

- Medfield and DCAMM agreed to participate in mediation to discuss Medfield's objections and concerns, exchange information and develop additional information, and evaluate alternative remediation approaches.

- DCAMM participated through a Delegation that included DCAMM's Commissioner, senior staff and consultants. Medfield participated through a Delegation that included a Mediation Committee appointed by the Selectmen and consultants.

- During mediation, DCAMM conducted an additional soil and groundwater sampling program, designed jointly by the mediation participants, to further document the nature and extent of contamination.

- The Parties also extensively discussed the many unique environmental values of the affected area of the MSH property, including public water supply resources, extensive wetland resource areas, open space and flood plain within the Charles River Natural Valley Storage area. These values are documented in the Decision Criteria memorandum

prepared by the Medfield Mediation Committee, attached hereto and incorporated herein as Exhibit B.

- Through the mediation efforts and based on the additional testing conducted during the mediation, the Parties' jointly developed the new remediation approach being committed to through this Agreement.

- The agreed-upon remediation approach involves three components, described further below: (1) excavation/relocation work, (2) sediment dredging work, and (3) restoration to re-establish natural resources, restore floodplain, and enhance access to and use of the restored open space.

- The new approach accounts for the unique qualities of this property, achieves a protective cleanup result and restoration of significant natural resources, and advances the interests of Medfield and the environmental policy goals of the Commonwealth.

- Through this Agreement, DCAMM is also making several additional commitments to address concerns and interests of Medfield, as outlined below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, on behalf of themselves and their successor agencies, the Parties agree as follows:

I. Historic Disposal Area – Excavation/Relocation Work

A. Excavation/Relocation Work: As related to the Historic Disposal Area, DCAMM, through its contractors, will conduct the remedial actions described in the memorandum attached hereto and incorporated herein as Exhibit C, subject to its receipt of all required permits and approvals. As detailed more specifically in Exhibit C, such activities will include the following components:

1. Approximately 25,000 cubic yards (34,000 tons) of fill material will be excavated from the river side of the gas pipeline and relocated to the upland side of the gas pipeline, as depicted in Figure D-1 in Exhibit D hereto and incorporated herein. This excavation includes removal of all fill material from the Zone II of Medfield's public water supply zone.

2. The excavation/relocation work will be conducted after completion of those remediation activities associated with the SPD Groundwater Area and Power Plant Area within the relocation area.

3. All excavated fill will be screened pursuant to the Field Screening Protocol developed by the Parties and attached hereto as Attachment A incorporated within Exhibit C, to identify the materials, "midden waste" and certain solid waste (as determined in the field by representative parties) to be disposed of off-site.

4. A geotextile marker will be placed under the relocated fill material. Another geotextile marker will be placed on top of the fill material, which will be covered with two feet of crushed concrete, a geotextile separation layer, three feet of clean material and landscaping, as described below and in Exhibit C hereto.

5. An Activity and Use Limitation ("AUL") will be recorded as part of the remedial action substantially the same as the language attached hereto and incorporated herein as Exhibit E, which will identify the prohibited and permitted uses and affirmative inspection and maintenance obligations within the AUL area, and which will also require off-site disposal of any fill that may be excavated from the pipeline easement area during future pipeline maintenance work.

6. DCAMM will fund the future inspections, operation and maintenance of the AUL area.

B. Groundwater Monitoring: Immediately following DCAMM's completion of the fill relocation area remediation, DCAMM will conduct quarterly groundwater monitoring in accordance with the Long-Term Monitoring Plan, attached hereto and incorporated herein as Exhibit F. The monitoring shall be conducted until the detected contaminant levels are below drinking water standards for four consecutive quarters, but in no event for less than two years. DCAMM will conduct the same quarterly monitoring for metals in any co-located CVOC monitoring locations as long as the CVOC monitoring continues. DCAMM will provide copies of the quarterly sampling results to Medfield upon receipt.

C. Operation and Maintenance: Immediately following DCAMM's completion of the fill relocation area remediation and restoration (as described below), DCAMM will commence implementation of the operation and maintenance program in accordance with the Long-Term Monitoring Plan included in Exhibit F hereto, including, among other measures, semiannual inspection of the relocated fill area and repair or replacement as needed. DCAMM shall retain such operation and maintenance responsibilities, regardless of whether ownership of the area is transferred to the Massachusetts Department of Conservation and Recreation ("DCR") or other agency charged with managing the property on behalf of the Commonwealth.

II. Contaminated River Sediments – Sediment Dredging Work

A. As related to the Contaminated River Sediments, DCAMM, through its contractors, will conduct the remedial actions described in the memorandum attached hereto and incorporated herein as Exhibit G, subject to its receipt of all required permits and approvals. As detailed more specifically in Exhibit G, such activities will include the following components:

1. Contaminated River Sediments will be excavated from a position on the bank, dewatered on-site and disposed of or recycled off-site.

2. This work will be conducted during a low water period, along the shoreline with multiple control measures to ensure protection of water quality.

3. The excavated area will be allowed to refill naturally.

III. Restoration

A. Restoration Implementation: DCAMM will restore the excavated wetland and river bank areas and relocated fill area in accordance with the Restoration Plan to be prepared in accordance the process outlined below.

B. Development of Restoration Plan:

1. The Parties will work diligently and collaboratively to develop the Restoration Plan, their efforts to be consistent with the following:

    a. Restoration planning will be included as a standing item for discussion at the Monthly Coordination Meetings between the Parties as set out in Paragraph C.2.a of Section V of this Agreement addressing continued cooperation and support.

    b. In developing the plan, DCAMM will work with a landscape design firm mutually agreed to by the Parties (that consultant currently being Garden Continuum, Inc., a local landscaping design firm).

    c. The Parties will solicit input from the public, the State Hospital Environmental Review Committee ("SHERC") (an advisory board appointed by the Medfield Board of Selectmen), the Medfield Conservation Commission, Charles River Watershed Association, The Trustees of Reservation, the Norfolk Hunt Club, the Medfield Forest and Trails Group, and DCR, the agency that will be responsible for the restored area going forward.

    d. The Parties will arrange for public meetings, with proposed restoration plans being presented jointly by the Parties to this Agreement, to obtain public review and comments.

2. The Restoration Plan will be designed to include the following minimum components and to achieve the following key objectives:

    a. Restoration and enhancement of the existing natural resources within the remediation area. Restoration of the excavated area will include restoring riverbank and floodplain wetlands in a manner that will ensure connectivity with the existing wetland resources, maintain restored flood plain capacity, attempt reintroduction of the endangered species Long's Bulrush, and enhance the view-shed from and towards the Charles River.

    b. Utilization of low impact development techniques, naturalized plantings, and informational signage.

    c. Improved aesthetic and physical connections to the Charles River view-shed including vista or promontories.

d. A small parking area over or adjacent to the relocated fill area.

e. A car-top canoe/kayak launch for recreational use, the specific location along the river bank to be determined.

f. Restoration, connection and integration with the Bay Circuit Trail within and adjacent to the remediation area, as generally depicted on Figure D-6 in Exhibit D.

g. Appropriate natural landscaped restoration throughout remaining open space areas.

h. Repair "River Road" as necessary for the remediation/restoration work, the location of which is identified in Figure D-6 in Exhibit D.

C. Restoration Monitoring: DCAMM will dedicate funding for monitoring the Restoration to ensure a minimum of 90% success within 2 years, or unless otherwise required by the Medfield Conservation Commission through the permitting process.

1. Monitoring Boxes: Consistent with the Long-Term Monitoring Plan attached hereto as Exhibit F, restoration success will be measured through the use of monitoring boxes.

2. Long's Bulrush: The Restoration Plan will include a plan to reestablish Long's Bulrush.

IV. Additional DCAMM Commitments

A. Legislation: To the extent that Medfield pursues legislative changes relative to the reuse and redevelopment of the MSH property, DCAMM will participate in meetings with delegation members and the public in support of the effective redevelopment and reuse of the property with consideration of the present economic climate and Medfield's current redevelopment plans and goals.

B. Building Demolition: The Odyssey House, Laundry Building and Carriage House are in states of disrepair and present public safety hazards and, for these reasons, Medfield has asked DCAMM to expedite the demolition of these buildings. To address these concerns and Medfield's request, DCAMM will immediately commence efforts to secure the authorizations required for the demolition of these buildings. Once those authorizations are secured, DCAMM will work diligently to demolish these buildings as soon as reasonably practicable.

C. Conservation Commission Future Peer Review Consultant Fees: The remediation and restoration activities provided for in this Agreement will require review and approval, after a public hearing, by the Medfield Conservation Commission. In connection with that review process, DCAMM will provide funds to the Commission pursuant to G.L. c. 44, § 53G to cover the reasonable fees of a qualified wetlands peer review consultant retained by the Commission. DCAMM's provision of funds is subject to its prior review and approval of the consultant's proposed scope of work

and all applicable procurement requirements, including those set forth in the Uniform Procurement Act (G.L. c. 30B).

V. Procedural Issues, Cooperation and Support

A. Pending Permit Applications and New Permits

1. Within 30 days after full execution of this Agreement, DCAMM will withdraw its pending applications associated with the 2012 Remediation Approach (now pending with MassDEP and the US ACOE).

2. DCAMM will work expeditiously to attempt to apply for all required permits by no later than December 1, 2013, including but not necessarily limited to (a) an Order of Conditions under the Massachusetts Wetlands Protection Act, (b) a Chapter 91 permit from MassDEP, and (c) a Category II Permit from the federal Army Corps of Engineers, including the associated public participation activities.

B. Updated MCP Documents and PIP Process: In addition to the permit proceedings referenced above, DCAMM will prepare amended Phase III and Phase IV reports under the MCP, incorporating the work agreed to herein to be implemented pursuant to this Agreement. Those reports will be submitted, presented and otherwise subject to the previously-established PIP process, including opportunities for public comment.

C. Cooperation and Support:

1. Medfield Permitting Support: To the extent DCAMM's permit applications and requests for approvals are consistent with the remediation and restoration activities provided for in this Agreement (and those components to be developed pursuant to this Agreement), Medfield, through its Selectmen, will affirmatively support DCAMM's permit applications and requests for approvals in writing before all decision-making agencies, including the Medfield Conservation Commission, MassDEP and the United States Army Corps of Engineers.

2. Ongoing Cooperation: Through the mediation process, productive and informative communications between the Parties was established. The Parties are committed to maintaining the current level of cooperation. To that end:

a. Monthly Coordination Meetings: The Parties' representatives will meet on the first Monday of each month in Medfield to continue their established collaboration in moving forward to implement this complex remediation and restoration project through all phases. DCAMM's representative will prepare agendas in advance. Individual meetings may be cancelled or rescheduled with agreement of the Parties' representatives, and the Parties may mutually agree to modify the schedule or duration of the Monthly Coordination Meetings.

b. Prior Review of Key Draft Documents: In an effort to maintain the effective and productive communications developed through the mediation process,

(1) DCAMM will consult with Medfield's Representatives (as identified in Paragraph VI.A), or other representatives or committee subsequently appointed by the Selectmen for these purposes, regarding permit applications and the MCP Phase III and Phase IV reports, prior to releasing/filing those documents for public comment and/or regulatory review.

(2) Medfield Representatives, or other representatives or committee subsequently appointed by the Selectmen for these purposes, will review and provide any comments it may have on those documents within 10 business days of its receipt.

(3) The Parties' representatives will work diligently and in good faith to address each other's comments prior to DCAMM's finalization of those documents.

c. Medfield Communication and Public Support: Medfield, through its Selectmen, SHERC and other representatives will support the activities provided for in this Agreement by, among other things, publicly communicating its support, coordinating and participating in public informational meetings and meetings with representatives of other interested persons (e.g. legislative delegation members, DCR, CRWA, The Trustees for Reservations) related to the activities, and supporting DCAMM's efforts to secure approvals for the activities.

d. Medfield Redevelopment Committee: Shortly after execution of this Agreement, the Medfield Mediation Delegation members will meet with DCAMM's Commissioner and senior staff he/she identifies, and the Medfield Redevelopment Committee to make introductions, share successes, and begin discussions related to that Committee's objectives.

D. Dispute Resolution:

1. In carrying out this Agreement, the Parties agree to continue the collaboration that has been demonstrated in the mediation process as the plans for remediation and restoration of the Historic Disposal Area move forward through detailed design, construction and management.

2. The Parties will seek to attain agreement on all phases of such work by designating representatives appropriate to the particular work with the authority to resolve any disputes as quickly and efficiently as possible in order to avoid delays and keep the project moving ahead. In the event any issues or issues cannot be

resolved by such designated representatives, the Parties agree to expeditiously provide review of such issues or issues by officials at a higher level with authority to make final decisions.

3. The Parties will arrange to have mediation services available on an ad hoc basis to assist them in resolving any matters on which they have been unable to reach agreement pursuant to the procedures set forth in paragraph (2). Upon the request of either Party, such services will be made quickly available so that mediated deliberations can proceed expeditiously.

4. The Parties will establish a process of regular joint meetings at appropriate times and at key phases in the implementation of this Agreement to review progress, deal with emerging issues, and make decisions to carry out the purposes, plans and projects required by this Agreement.

5. In making all decisions in the course of carrying out this Agreement, each Party will act consistently with and be bound by its legal authority, requirements, responsibilities and constraints.

VI. Miscellaneous Provisions

A. Party Communication Points: In communicating with each other related to the matters covered by this Agreement, the Parties will communicate through the following Party Representatives, or such others as either Party may later designate in writing:

If to the Town of Medfield, delivered to the Town House, 459 Main Street, Medfield, MA 02052:

Kristine Trierweiler, Assistant Town Manager
ktrierweiler@medfield.net

With copies to:

Bill Massaro, PIP Group Representative
wmassaro@comcast.net

John Thompson, LSP, SHERC Chairman
Jthompson406@verizon.net

If to DCAMM, delivered to One Ashburton Place, 15th Floor, Boston, MA 02018:

John O'Donnell, LSP, Deputy Director, Office of Facilities Management
John.odonnell@state.ma.us

B. Governing Law and Venue: This Agreement was executed and delivered within the Commonwealth of Massachusetts and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts without regard to its choice of law provisions. The Parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable Massachusetts court.

C. Binding On Successors/Assigns: This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, beneficiaries, successors and assigns, including any successor owners of any property covered by this Agreement (whom shall become jointly and severally liable for the obligations under this Agreement with the Party who transferred said property).

D. Severability: In the event that any of the provisions or terms of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or terms thereof shall not be affected thereby.

E. No Waiver: No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.

F. Full Authority: The Parties acknowledge that the signatories to this Agreement have full authority to execute this Agreement and to bind the respective entities to the terms of the Agreement and that no further action is necessary to make this Agreement valid and binding on that Party.

G. Exhibits:

Exhibit A: Comprehensive Executive Summary

Exhibit B: Decision Criteria Memorandum

Exhibit C: Excavation/Relocation Approach Memorandum (including Attachment A, Field Screening Protocol)

Exhibit D: Figures

D-1: Excavation and Relocation Area
D-2: Contaminated River Sediment Area
D-3: Aerial Photograph of MSH Property and Charles River

D-4: Aerial Photograph of C&D and Power Plant areas
D-5: Sampling Locations
D-6: Restoration Sketch

Exhibit E: Draft AUL Language (and figure with location estimated, Figure D-1)

Exhibit F: Long-Term Monitoring Plan

Exhibit G: River Sediment Removal Memorandum

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date first above written.

DCAMM:

By:_____
Carole Cornelison, Commissioner

Town of Medfield:

By:_____
Mark Fisher – Chairman, Board of Selectmen

EXHIBIT A

Comprehensive Executive Summary

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

COMPREHENSIVE EXECUTIVE SUMMARY

Medfield State Hospital

RECOMMENDED SETTLEMENT
CLEANUP OF HISTORIC DISPOSAL AREA
AND PETROLEUM IMPACTED SEDIMENTS
July 2013

Overview

- **New Remediation Approach**
    - **Historic Disposal Area**: Approximately 25,000 cubic yards of historic fill to be excavated from the wetland areas between the river and the natural gas pipeline.
        - Solid Wastes and identified materials with high levels of contamination will be disposed off-site.
        - All other materials will be relocated to the upland area on the other side of the pipeline, adjacent to the current Historic Disposal Area, buried, covered and landscaped.
    - **Charles River Sediments:** Dredging and off-site disposal of petroleum impacted river sediments.
- **Restoration**
    - **Extensive Restoration In Two Parts:**
        - Re-establish wetlands, river resource areas, including the endangered species Long's Bulrush, and restore floodplain.
        - Enhance access to and use of the restored upland open space reconnecting the core campus to the river.
    - **Restoration Plan:** To be more specifically developed with public input through permitting, Public Involvement Process and public meetings.
- **Additional DCAMM Commitments**
    - **Legislative Support:** DCAMM will support legislative amendments sought by Town as related to (1) expedited transfer of Water Tower and Tubular Wellfield to Medfield, as stated in the July 11, 2013 letter to the Board of Selectmen from Commissioner Carole Cornelison; and (2) reuse/redevelopment of MSH property.
    - **Odyssey House Demolition:** DCAMM will take immediate steps to demolish the Odyssey House, the Laundry Building, and Carriage House.

- **Police/Fire River Access**: DCAMM will upgrade river access at railroad trestle.
- **Ongoing Collaboration:** Settlement provides for improved and ongoing collaboration between DCAMM and Medfield.

- **Benefits and Advancement of Town's Primary Goals**
  - **Protects the Town's water supply:** Removes material from the groundwater table to an upland area, outside of the Zone II.
  - **Protects Public Health:** Relocated material will be outside of the Zone II, separated from the groundwater table, buried and covered for safe use and monitored long term.
  - **Restores Flood Plain:** Restores 5-million gallons of flood storage, consistent with the Commonwealth's Climate Change Adaptation Report and its BioMap2, policies which incorporate strategies to promote resistance and resilience to storms and flooding.
  - **Enhances Environmental Value of Area:** Restores large area of high-quality wetlands and riverfront areas and re-connects them to the surrounding open space areas, wetlands, wildlife habitat, and flood plain. This restoration project will be one of the largest ever in the Charles River Watershed.
  - **Improves Public Access To the Charles River:** Provides enhanced river views, trail connections and access to Charles River, including a car-top canoe/kayak launch.
  - **Expands Open Space with Minimum Restrictions:** The MSH property is included as an area for priority protection in Medfield's Open Space and Recreation Plan. The restored upland area will be designed for safe public use with standard restrictions. Both restored areas will be owned by DCR and will involve minimal use restrictions consistent with other DCR land.

- **Benefits and Advancement of Commonwealth's Primary Goals**
  - Advances several Commonwealth policy goals including, implementation of the Wetlands Protection Act, Global Warming Solutions Act, Climate Change Adaptation Report, and BioMap2, through the preservation and restoration of natural resources.
  - Achieves closure under the Commonwealth's cleanup program consistent with sustainability guidance.
  - Establishes a cooperative relationship going forward.

Background

- **Ownership and Operation**: The 269-acre former MSH property has been owned by the Commonwealth of Massachusetts since the late 19th Century. It is currently managed by DCAMM.

- **Unique Natural and Cultural Qualities**: The MSH is a listed national and local historic landmark, and retains many of its original natural resources, including 140-acres of open space that supports diverse wetlands, wildlife habitat, flood plain and 800-feet of frontage on the Charles River.

- **Historic Disposal Area:**
    - 3.2-acre area adjacent to the Charles River where construction, demolition and combustion wastes and other wastes generated at the Hospital were disposed prior to the 1970's (accepted practices at that time), ("Historic Disposal Area").
    - Located within the Zone II aquifer for the Town of Medfield's Well #6, an area mapped as a Potentially Productive Aquifer, and the Floodplain of the Charles River Watershed.
    - The wastes extend below the groundwater table.
- **Petroleum Impacted River Sediments:** River sediments adjacent to the Historic Disposal Area have also been impacted by oil releases from the hospital power plant.
- **Underground Natural Gas Pipeline**: A pipeline owned by Spectra, serving several towns in the area, is located under part of the Historic Disposal Area.

Previous Remediation Proposal

- **2011 Cover-in-Place Approach:** DCAMM's previously proposed remediation approach included covering the impacted River Sediments in place (temporary), removing limited areas of fill along the Charles Riverbank, covering and stabilizing the remaining fill in place and limited restoration along the riverbank.
- **Permit and Appeal:** DCAMM obtained a wetlands permit from the Medfield Conservation Commission. That permit was appealed to MassDEP by a 10-resident group, the Charles River Watershed Association and The Trustees of Reservations.
- **Minor Modifications:** DCAMM presented certain modifications to its remediation approach in 2012, including excavation of the impacted River Sediments and other minor revisions, but retaining the basic proposal of covering and stabilizing the Historic Disposal Area in place ("2012 Remediation Proposal").
- **Objections:** Medfield, through its Board of Selectmen, its legislative delegation, and many Medfield residents continued to object to the 2012 Remediation Proposal, requesting further evaluation of the nature and extent of the site, review of other alternatives, and compliance with the Legislative directive to ensure address the Commonwealth's Climate Change Adaption Plan, which recommends removal of landfills from riverbanks and restoration of wetland areas to assist the Commonwealth in adapting to climate change.

Mediation Process and Development of New Approach

- **Agreement to Mediate:** Medfield and DCAMM agreed to participate in mediation to discuss Medfield's objections and concerns, exchange information, develop additional information, and evaluate alternative remediation approaches.

- **Mediation Participants:**
    - DCAMM: DCAMM's Commissioner, senior staff, and consultants.
    - Medfield: Mediation "delegation," including a Mediation Committee appointed by the Selectmen, and consultants.
    - Professional mediator
- **During the Mediation:**
    - Additional Soil, Groundwater and Sediment Data Collected: Supplementing previous data sets and addressing data gaps identified by Medfield.
    - Expanded Discussions of Town and DCAMM Interests/Concerns: The Parties discussed the Town's interests and concerns and the many unique environmental values of the affected area of the MSH property, including public water supply resources, extensive high-quality wetland resource areas, endangered open space and flood plain within the Charles River Natural Valley Storage area.
    - Evaluation of Alternative Cleanup Approaches: The Parties explored alternatives to the cleanup approach previously proposed by DCAMM. Based on the additional testing conducted during the mediation, the Parties jointly developed the new remediation approach being recommended.
    - Broader Issues and Interests Also Considered: Leading to additional provisions incorporated into the recommended settlement (e.g. removal of Odyssey House and DCAMM support of Town legislative efforts).

Historic Disposal Area – Outline of New Approach

- **Nature and Extent:** In the course of Mediation, additional soil and groundwater testing was completed. The data confirms that the majority of these materials can be managed protectively on the site.
- **Excavate:** Under the new approach, approximately 25,000-cubic yards will be excavated from the wetland areas located between the river and the natural gas pipeline.
- **Off-Site Disposal**: Solid wastes and fill materials where elevated lead levels were observed will be disposed off-site.
- **Relocate and Isolate on Site:** All other materials will be relocated to the upland area on the other side of the pipeline, adjacent to the current Historic Disposal Area.
- **Post-Relocation Monitoring:** DCAMM will conduct groundwater monitoring quarterly for 2-years to ensure that groundwater meets the requirements for no significant risk.
- **Operation and Maintenance:** An Activity and Use Limitation ("AUL") will be placed on the relocated materials requiring semiannual inspection/maintenance of the covered and restored area for which DCAMM will retain responsibility, regardless of a transfer of ownership.

Removal of Petroleum Impacted River Sediment

- Additional investigation revealed that more sediment is impacted by a 1978 oil spill than originally thought and that it is located along the bank, rather than deeper in the river channel.
- Impacted sediment will be dredged from a position on the bank.
- Dredged sediment will be dewatered on-site and then disposed of or recycled off-site.
- This work will be conducted, after most of the historic fill has been excavated, during a period of low water, along the shoreline with multiple control measures to ensure protection of water quality.
- The excavated area will be allowed to refill naturally.

Restoration

- **Overview:** After the remediation, restoration activities will be conducted to restore wetlands, riverfront areas and floodplain, and to provide enhanced river views, trail connections and access to the Charles River (including a car-top canoe/kayak launch).
- **Public Involvement:** Designs will be developed with public input, including input from Town officials, the public, the Charles River Watershed Association, The Trustees of the Reservation, the Norfolk Hunt Club, the Medfield Forest and Trails Group, and the Department of Conservation and Recreation, the agency that will be responsible for the restored wetland area going forward.
- **Passive and Active Recreation**: After the remediation restoration of the relocated material may include a small parking lot, an overlook to provide river views, Bay State Trail connections, and other features to enhance the recreational value of the area.
- **Wetland and Flood Plain**: Restoration of the wetland and flood plain areas will be designed to enhance the river habitat, reintroduce the endangered species, Long's Bulrush, increase flood storage capacity, and restore connectivity between the existing wetlands on either side of the Historic Disposal Area.
- **River Access**: Viewing areas and a recreational car-top canoe/kayak launch will be incorporated into the restoration plan.

Costs

- **Costs:** Between $2.5 and $3M to implement. Future maintenance and monitoring costs are estimated to be approximately $15,000 annually. DCAMM will retain responsibility for long-term operation and maintenance, even if the responsibility for the property is transferred to DCR or another agency.

- **Mitigated costs:**
    - Off-site disposal of all of the relocated materials would cost approximately $5.5M (approximately $140-per ton).
    - Reduction of long-term maintenance and monitoring costs.
    - Transportation Impacts/Air Emissions: As compared to off-site disposal, this relocation alternative will avoid 1,200-truck trips - representing an 860,000-pound (430-tons) reduction/avoided GHG emissions and traffic impacts to the neighborhood.
    - Costs of consuming limited off-site landfill capacity.
    - Delay in cleanup.
    - Litigation costs.

Procedural Issues, Cooperation and Support

- **Permits:** DCAMM will withdraw permits and begin the permitting process over for the new remediation and restoration approach and will update the Environmental Notification Form filed with the Massachusetts Environmental Policy Act Office.
- **Updated MCP Documents and PIP Process:** DCAMM will prepare amended Phase III and Phase IV reports under the MCP, reflecting the new remediation approach. Those reports will be submitted, presented and otherwise subject to the previously-established PIP process, including opportunities for public comment.
- **Ongoing Cooperation:** Through the mediation process, productive and informative communications between the Parties was established. Through the settlement, the parties have committed to maintaining the current level of cooperation.
    - Prior Review of Key Draft Documents: DCAMM will consult with the Town's State Hospital Environmental Review Committee (SHERC) regarding key draft environmental documents prior to finalizing or circulating for broader public or regulatory review.
    - Medfield Permitting Support: Medfield will support DCAMM's efforts to obtain the various permits required for the new remediation and restoration approach, and will facilitate public involvement.
    - Medfield Redevelopment Committee: Medfield and DCAMM representatives will engage in discussions with the Medfield Redevelopment Committee related to that Committee's objectives.

EXHIBIT B

Decision Criteria Memorandum

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

Mediation Memorandum
September 26, 2012

Decision Criteria
Unique Qualities and Values
Of the MSH property

Current Water Supply: Portions of the MSH sit within the Zone II for Medfield's Well #6. Medfield relies on this well to supply 65-75 percent of its water during non-summer months and 25-35 percent during the summer when the Town's total water usage is much higher. While the Town has other public wells, none supply this volume of water; Well # 4 has been off-line for 2 years and Well #5 is not pumped because of high manganese levels and treatment requirements. Maintaining the water supply produced from Well #6 is critical for Medfield's current use and future growth.

Future Water Supply/Potentially Productive Aquifer: A clean, abundant and affordable water supply allows a community and its businesses to grow and flourish. Maintaining accessible water resources is critical to the economic health of the Commonwealth. Given water restrictions faced in Medfield and many other Massachusetts Communities, and the Commonwealth's efforts to implement sustainable water management practices, the protection of the potentially productive aquifer at this site should be specific goal. A portion of the area impacted by this old dump is mapped as a potentially productive aquifer; should it remain in place, more likely than not, Medfield will be prevented from expanding its use of this groundwater supply.

Public Health and Safety: Ensuring that the area is safe for human health and safe for recreational activities is a priority for Medfield, inherent in each of these criteria. This area is already frequented by many people for recreation. Once the core campus is redeveloped, people will be living much closer to this property than they are now and they will access the river and surrounding area, whether it is sanctioned or not.

Conservation Value: This 269 acre facility includes 140 acres of undeveloped land. This undeveloped land includes a variety of habitat including old field habitat, mature forest, wetlands and endangered species habitat. It also includes 800 feet of frontage on the Charles River. Abutting the MSH property are additional conservation lands protected by Trustees of the Reservation and the Massachusetts Department of Conservation and Recreation.

According to the Commonwealth's Executive Office of Energy and Environmental Affairs ("EEA"), there are many good reasons to conserve land in Massachusetts. The list of good reasons supplied by EEA includes protection of water resources, providing open spaces and parks, creating and enhancing outdoor recreation opportunities, preserving and protecting forests and wildlife habitat.

A 2002 Preliminary Ecological Assessment produced by The Trustees of the Reservations concluded that protecting the diverse landscapes of the MSH property would contribute significantly toward maintaining the habitat and scenic values of this area, would contribute to watershed and water quality protection as well as buffer existing protected lands. The Commonwealth's BioMap2 includes this property as among those open spaces that are of high

enough quality that they should be protected. Finally, the Town of Medfield includes this property in its Open Space and Recreation Plan as "critical" for protection.

Flood Plain: Heavy rainfall events have increased across the Northeast in recent decades. Increase in both frequency and severity of such events is expected to rise resulting in more frequent and extreme flooding. The Commonwealth's Climate Change Adaptation Report and its BioMap2 incorporate strategies to promote resistance and resilience in light of these changes. These strategies include protecting and restoring flood plains, and managing land to support these natural ecosystems. Floods are expected to occur in greater number and in greater severity in the coming decades. Addressing this site now, while there is planning underway for the property, presents an opportunity to remove an old dump and to restore the floodplain which benefits all Medfield and downstream communities.

The waste in the MSH landfill displaces 12.5 million gallons of flood waters from being "stored" in the flood plain; instead these flood waters flow elsewhere - over and around these wastes, carrying some with it, downstream or over the bank. A remedial proposal that would leave these wastes in place, or worse with a 3 foot addition, displace more flood waters rather than less. The Commonwealth's goals of protecting and restoring flood plains would be better met by removing more of this waste, rather than adding to it with a cap. Additionally, leaving the dump in place with the river bank secured as part of the cap prevents flood storage from occurring in the bank of the river.

Proximity to Charles River: At 80 miles in length, the Charles River is the longest river with its entire length within Massachusetts. Its watershed has a drainage area of approximately 308 square miles and encompasses all or part of 35 municipalities. The upper to middle region, which includes Medfield, is in one of the fastest growing portions of the state. The watershed supports a population of just under 900,000 people, nearly one-sixth of the Commonwealth's total population. USEPA has been working to restore this "Crown Jewel of New England" since 1995, noting not only its value as a natural resource but also that it is one of the busiest recreational rivers in the world. The Charles River watershed contains over 8,000 acres of protected wetlands, referred to as Natural Valley Storage Area, which is critical for flood protection, provides habitat for numerous species and contributes to the state's wealth of biodiversity.

The Charles River is such a significant natural and cultural resource that any opportunity to improve its watershed should be thoughtfully evaluated. According to EEA's website, "Rivers, lakes, ponds and wetlands serve as the blood supply of the natural environment and support some of the most biologically diverse habitats in the state. They are critical to the environmental quality of the Commonwealth." Cleaning up and protecting the Charles River provides a benefit to the entire Commonwealth.

Wetland Resource: At the MSH property, the Commonwealth has a chance to preserve and expand this dwindling, but critical resource. Included in the 140 acres of open space at MSH is a connected and varied wetland habitat. This variety increases its value in supporting numerous plant and animal species as well as serving the "filter and sponge" functions of a wetland. The 800 feet of riverfront provides habitat as well as flood control as "banks" absorb significant flood

waters and connects the wetlands on MSH property with those on abutting DCR open space parcels. There is a shrub swamp on the property that includes a patch of Leatherleaf and shallow pools, which may function as a vernal pool even though it is a kettle-hole wetland with an outlet. All wetlands are protected in Massachusetts, but not all wetlands are created equal; some are of higher quality than others and the wetlands on MSH have characteristics that make them of very high quality.

Recreational Value: Outdoor recreation provides access to our natural resources and provides unique experiences to residents and visitors. Access to outdoor open space contributes to healthy lifestyles, teaches new generations about environmental stewardship, boosts tourism and provides economic value. The scale and quality of this property makes it particularly valuable for recreation. USEPA identifies the Charles River as supporting significant outdoor recreation. Currently, this property is used for outdoor recreation that includes walking, hiking, biking and horseback riding. If remedial activities restore this area, the recreational value of the MSH property would increase.

Marketing/Economic Value: Protected open space enhances the real estate values of this property. The draft market analysis report prepared by Jones Lang LaSalle concludes that the scale of the property, its open space and location and its suburban/near rural setting, should be maintained with a generous open space plan. Such open space that is accessible with walking and bike paths, and access to the Charles River, enhance its value for residential and business use. Medfield's Open Space and Recreation Plan also recognize the value of this property and includes it on its list of "critical properties" in need of preservation. All of these "decision criteria" resource areas contribute to outdoor recreation, tourism and offer educational opportunities for adults and children. Reconnecting the "campus" portion of the property to the Charles River is a substantial enhancement to the Community. Wetlands, open grass lands, forest all represent open space and open space represents desirable real estate.

Endangered Species: BioMass2 identified the entire Medfield corridor of the Charles River as priority habitat for rare species. Specifically, Massachusetts Natural Heritage has identified the dump area as including habitat for the endangered species, Long's Bulrush. The connected, undeveloped land here provides the connectivity that is essential to support the long-term persistence of populations – both rare and common species. This connectivity allows individual animals to move through the landscape, better ensuring their survival and natural biodiversity. The Preliminary Ecological Assessment prepared by the Trustees of Reservations concludes that the MSH offers an excellent opportunity to preserve a variety of plant and wildlife habitat. Restoring the landfill area to be a productive part of this environment would contribute significantly to preserving habitat and possibly to allowing endangered species to thrive there.

Large and high-quality undeveloped land supports the greatest number species, both terrestrial and aquatic. Intact rivers support functional hydrological regimes, such as flooding in the spring, that support the diversity of fish and other species found in a healthy river. BioMap2 identifies the Medfield corridor of the Charles River Valley as a high-quality wetland ecosystem supporting endangered species habitat and 800 feet of its river front is located on the MSH property.

Open Space: The quantity of open space in this part of Medfield is substantial as is the quality of it, including numerous different habitats connected by large areas of open space. The 140 acres of open space on the MSH property is contiguous with land to the north, west and south that is protected open space. Land on the Dover parcel of MSH is identified on BioMap2 as "supporting natural landscapes." The grasslands on the MSH property represents a dwindling resource in Massachusetts as many old fields have reverted to forest or been developed. An open space management strategy that preserves this habitat can continue to support a variety of pollinators, including moths and butterflies that are well adapted to this declining habitat. The Preliminary Ecological Survey prepared by The Trustees of Reservation concludes that preserving this area would contribute significantly toward biodiversity conservation on both the local and regional scale. Protecting these diverse, connected open spaces would also contribute significantly toward the scenic value and as well as the economic development of this area. For these reasons, this property is also identified as a Town priority for protection in Medfield's Open Space and Recreation Plan.

EXHIBIT C

Excavation/Relocation Approach Memo
(Including Attachment A, Field Screening Protocol)

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

EXHIBIT C
EXCAVATION/RELOCATION APPROACH
Former Medfield State Hospital
Medfield, Massachusetts

1.0 OVERVIEW

The proposed remedial activities will address contamination within 2 areas of the Special Project Designation Permit Area: the Historic Disposal Area ("HAD"), also known as the C&D Area, and the Power Plant Area as shown on Figure D-1. The HDA is located between the south bank of the Charles River and the Power Plant Area. The HDA includes approximately 3.2 acres of land filled with historic waste associated with operations of the former Medfield State Hospital (MSH). The HDA is located over an area which is mapped as a potentially productive aquifer, a portion is located within the designated Zone II of the Medfield Town Well #6 and wastes are located in the water table. This waste disposal occurred in the wetlands and floodplains of the Charles River. Contaminated river sediments are located within portions of the Charles River adjacent to the HDA, and include approximately 1,800 square feet of sediment. The Charles River Sediment remediation will be completed pursuant to the Plan attached as Exhibit G to the Settlement and Cooperation Agreement between DCAMM and the Town of Medfield (the "Settlement Agreement").

The Power Plant Area is located adjacent to the west edge of the HDA and contains ash and slag from the 1930 Power Plant located at this site and materials from the former 1903 Power Plant that was situated in the center of the MSH Core Campus. While similar lead concentrations are located within this Area, they are lower than those detected in the HDA. A portion of the Power Plant Area includes a concrete slab that overlies three-30,000 gallon fuel oil tanks that were cleaned and filled with flowable fill in the later 1990s.

The Relocation Alternative includes the excavation of waste material in the HDA, west of the gas line easement, down to the native underlying material and relocating most of this material to the uplands east of the easement, in the Power Plant Area. Identified soil volumes with lead concentrations above the MCP Upper Concentration Limit ("UCL"), large debris/solid waste and midden waste will be excavated and disposed off-site, as set forth in the Field Protocol attached hereto and incorporated here in as Attachment A.

Excavation will maintain a three to one slope at the west side of the gas line easement to protect the gas line, resulting in a supporting wedge of disposed materials ("the wedge") that will remain in place, subject to an Activity and Use Limitation. Once disposed material is relocated, restoration will be completed in two parts: new wetland native species/plantings, including endangered species Long's Bulrush, and riparian habitat will be established along the Charles River; and the relocated upland will be restored to provide passive and active recreation consistent with the terms of the Settlement Agreement.

Prior to relocation, the Power Plant Area remediation will be completed under the Special Project Designation Permit. Those remediation efforts are not outlined in this document, but are provided in the MCP reports prepared through the ongoing Public Involvement Plan process.

2.0 SCHEDULE

The excavation, handling, removal and relocation of the HDA materials will begin when all required environmental permits have been obtained and the Power Plant Area remediation is complete. Permit applications will be submitted no later than December 1, 2013 with a goal of obtaining permits by April 2014. Once work is initiated, removal and upland relocation is expected to require approximately 5 months. An earthen berm will be maintained between the HDA removal activities and the Charles River. This berm will protect the work area from inundation by storm and flood events and will also allow wetland plantings within the enclosed area to become established. This berm and the contaminated sediment removal will be performed in late summer of 2015. The sediment removal will be conducted pursuant to the Charles River Sediment Removal Plan attached to the Settlement Agreement as Exhibit G.

Appropriate controls will be placed along the riverfront during the removal activities to minimize release of disposed fill material to the river. These controls will include, but are not limited to, the use of mulch socks (e.g., a sausage like sock filled with mulch) and a turbidity curtain along the river bank.

Restoration of the wetland area and upland area will be conducted consistent with the Settlement Agreement.

3.0 DCAMM OVERSIGHT AND STATUS UPDATES TO TOWN

DCAMM will oversee HDA excavation, removal, relocation, and restoration activities. During the design and implementation of those activities, in an effort to maintain good communications and cooperation, DCAMM will obtain input from Town representatives consistent with the Settlement Agreement and will provide Town representatives with advance review and comment opportunity on significant documents and written and/or verbal updates at Monthly Coordination Meetings. These updates will include a summary of recently completed activities and a "look ahead" schedule of activities such that a representative from the Town can be present during critical elements of the work.

4.0 PERMIT APPLICATIONS AND MCP DOCUMENTS

Within 30 days of the effective date of the Settlement Agreement, DCAMM will withdraw all pending permit applications associated with the 2012 Remediation Approach now stayed with MassDEP and the federal Army Corps of Engineers.

As related to the new remediation approach, DCAMM will file new applications for all required permits by December 1, 2013. Those permits include the following:

- Order of Conditions under the Massachusetts Wetlands Protection Act
- Chapter 91 Permit from MassDEP
- Category II Permit from the federal Army Corps of Engineers
- Water Quality Certification from MassDEP sec. 401

DCAMM will also be preparing a Notice of Project Change under the Massachusetts Environmental Policy Act relative to the Certificate previously issued by the Secretary of Environmental Affairs for the MSH Project. Additionally, a Modified Phase III report and a Phase IV report under the Special Project Designation Permit will be prepared and submitted to MassDEP. Each of the above permits includes a public notice and comment period. The modified Phase III and Phase IV reports will also be reviewed through the Public Involvement Plan (PIP) process previously established for the MSH property cleanups.

As provided for in the Settlement Agreement, DCAMM will consult with Town representatives regarding the various permit applications and key MCP documents prior to releasing/filing those documents for public comment and/or regulatory review. DCAMM will work diligently and in good faith with Town representatives to address their comments prior to DCAMM's finalization of those documents.

5.0 DETAILS OF RELOCATION ALTERNATIVE

The relocation alternative addresses the HDA, Charles River Sediment and Power Plant Areas within the Special Project Designation Permit, and includes:

- Excavation of disposed fill material in the HDA to native underlying material and below the water table, up to the western limits of the gas line easement, except as necessary to prevent undermining of the gas line.

- Disposed fill material immediately west of the gas easement will be excavated on a three to one slope to protect the gas line from being undermined resulting in a remaining wedge of disposed fill material.

- Relocation of disposed fill material to the east side of the gas line easement into the Power Plant Area outside the Zone II and approximately 10 feet above the water table. Prior to relocation the Power Plant Area remediation will be completed (the details of which will be provided for in the Phase III and Phase IV reports prepared under the Special Project Designation Permit and reviewed through the PIP process).

- Removal of concrete that interferes with relocation and consolidation. Concrete will be crushed for on-site reuse or disposed off-site, consistent with Attachment A.

- Removal of large debris and solid waste that interferes with relocation and consolidation. Large debris and solid waste to be disposed off-site, consistent with Attachment A. Off-site disposal of debris and solid waste could represent as much as 2,000 cubic yards of material.

- Disposed fill material will be sprayed with water mist during excavation and relocation to control dust and suppress airborne asbestos. Air monitoring will be conducted during excavation and relocation.

- Removal of the lead hotspot at surface soil location SS-1 (14,000 mg/kg) and stabilization, if necessary, prior to off-site disposal.

- Consistent with Attachment A, removal of lead concentrations in fill material at the 13 identified locations that exceed the MCP Upper Concentration Limit (UCL) of 3,000 mg/kg and stabilization, if necessary, prior to off-site disposal. Confirmatory sampling of excavation limits using an X-Ray fluorescence (XRF) field screening instrument. The criterion for cleanup of each sidewall and bottom is 3,000 mg/kg; additional excavation will be performed if this criterion is not met.

- Confirmatory soil sampling and laboratory analysis of the underlying native material once fill is removed west of the gas line. Soil sampling and analysis of the remaining wedge west of the gas line easement to evaluate risk to a potential utility worker.

- Relocated fill and the wedge west of the gas line easement covered with geotextile and two feet of crushed concrete and three feet of clean soil. Covering of gas line easement with geotextile and crushed concrete and/or soil, with final cover details to be subject to Spectra approval.

- Use of newly constructed area to be determined; it may be reused as open or recreation space or be densely re-vegetated to discourage significant use.

- Implementation of an Activity and Use Limitation substantially similar to Exhibit E of the Settlement Agreement.

Excavation/Relocation Approach

Attachment A

FIELD PROTOCOL FOR OFF-SITE DISPOSAL

(Lead "Hot Spots", Midden Waste, Organic Materials and Construction Debris)

LEAD "HOT SPOT" REMOVAL

- 12 Hot Spot Locations: Thirteen (13) samples have been identified as having lead concentrations greater than 3,000 milligrams per kilogram (mg/kg). . Two of the samples are located at the same location (CD-TP-111) but at different depths. The two samples will be addressed by removing the material from the entire depth at that location. These locations (i.e., "hot spots") were located using GPS coordinates and will be relocated using the same coordinates. The locations are as follows:

Field ID	UTM Coordinates		Depth (feet)
	X	Y	
SS-01	699706.5105	2902969.7661	0-0.5
SED-12	699664.5504	2903006.9337	0-0.5
TP-10	699416.8181	2902848.5742	7-9
CD-TP-102	699660.1462	2902983.7728	0-4
CD-TP-111	699350.0510	2902682.2868	0-11.5
CD-TP-210	699393.6028	2902730.7805	8-12
CD-TP-224	699458.5156	2902826.7416	4-8
CD-TP-225	699521.7494	2902788.4808	4-8
CD-TP-227	699434.6933	2902906.8871	4-8
			8-12
CD-TP-231	699505.2408	2902914.5722	8-12
CD-TP-233	699585.4720	2902858.0008	0-4
CD-TP-245	699704.8965	2902983.7392	0-4

- Initial Excavation of 10-Foot Square: At each of the 12 hot spot locations, a 10-foot square will be marked using the relevant GPS coordinate as the center point.

- The square will be excavated using conventional construction equipment to an appropriate depth, dependent on the sample interval displaying the elevated lead result (i.e., typically a 4 foot interval).

- During the excavation, the excavated material as well as the excavation itself will be kept moist using misters or similar equipment.

- The excavated material will be loaded into a suitable lined, roll-off container.

- Excavation Confirmation Sampling and Additional Excavation: Upon completion of the initial excavation, the four side walls and the bottom of the excavation will be screened for total lead concentrations using an X-Ray Fluorescence (XRF) analyzer.

    - If the screening indicates the presence of lead concentrations above 3,000 mg/kg on one or more of the side-walls or bottom surface of the excavation, an additional two feet of material will be excavated from the side-wall or bottom surface and the excavated material placed in the roll-off container described above in preparation for off-site disposal.

    - The newly exposed face or bottom will be screened and the process will be repeated until the final side-wall or bottom surface has lead concentrations less than 3,000 mg/kg.

- Confirmation Lab Analysis: After the excavation is completed, a fill sample will be composited from the four side walls and the excavation bottom. The composited fill sample will be analyzed for lead at an off-site laboratory. The results of the lead analyses will be used in the human risk assessment as the replacement concentration for the greater than 3,000 mg/kg materials that are disposed off-site.

- Disposal of Excavated Fill: When the roll-off is nearly full, the Contractor will sample and analyze the stored material for compounds associated with proposed disposal

facilities' permits including TCLP for lead. Based on the results of this sampling and analysis, the Contractor shall select the off-site disposal facility, subject to DCAMM's review and approval. Once approved, the excavated material will be disposed off-site. The Contractor will be obligated to provide Bills of Lading (BOL), signed by the disposal facility, to confirm the excavated material has been properly disposed.

This material is being removed from the site to reduce the lead concentrations in the remaining fill.

MIDDEN WASTE

- Midden Waste Removal: During excavation, any fill appearing to contain approximately 80 percent (or more) of "midden waste" and 20 percent (or less) typical/expected fill material will be removed for off-site disposal. Midden waste is a concentrated collection of glass, title, wood, domestic waste, farm wastes and organic wastes such as pig bones.

- Manage as Asbestos-Containing: The midden waste will be managed and disposed of as an asbestos-containing material. During the removal, the excavated material, as well as the excavation itself, will be kept moist using misters or similar equipment. The midden waste material will be loaded into a suitable lined, roll-off container in preparation for disposal.

- Disposal of Removed Material: When the roll-off is nearly full, the Contractor will sample and analyze the stored material for compounds associated with proposed disposal facilities' permits. Based on the results of this sampling and analysis, the Contractor shall select the off-site disposal facility, subject to DCAMM's review and approval. Once approved, the excavated midden waste will be disposed off-site. The Contractor will be obligated to provide Bills of Lading (BOL), signed by the disposal facility, to confirm the midden waste material has been properly disposed.

These materials are being removed for off-site disposal to mitigate the potential for subsurface degradation, which may cause depressions or "sink holes" in the relocated fill area over time that will require future repairs.

ORGANIC MATERIAL

- Materials > 1' Above Ground: Organic material more than one foot above the ground shall be collected and chipped for use as mulch on-site. This material includes tree trunks and brush.

- Subsurface and Materials < 1' Above Ground – Manage as Asbestos-Containing: All other organic material including tree root balls shall be placed in double-lined roll-offs or trailers and shipped off-site as asbestos containing waste. The Contractor will be obligated to provide Bills of Lading (BOL), signed by the disposal facility, to confirm the asbestos containing waste material has been properly disposed.

These materials are being removed for off-site disposal to mitigate the potential for subsurface degradation, which may cause depressions or "sink holes" in the relocated fill area over time that will require future repairs.

CONSTRUCTION DEBRIS

- Debris Materials – Segregate and Decontaminate: Debris material (such as metal, concrete, masonry, stone and other objects) that has a volume greater than or equal to one-half cubic yard shall be segregated and decontaminated using pressure washing. Rinse water will be collected, stored and disposed off-site.

- Management/Disposal of Segregated Debris:
    - *Coated* concrete, masonry, and stone debris shall be evaluated for on-site use in compliance with MassDEP BUD process. If the material meets the BUD requirements, the material will be crushed and used on-site. If the material does not meet the criteria, the material will be disposed off-site.

- *Uncoated* concrete, masonry, and stone debris shall be stockpiled and subsequently crushed for use at the relocated fill area. Segregating these materials from direct placement in the relocated fill area will mitigate the potential for voids to be created during placement. Crushing provides a more uniform material that will result in a secure barrier layer.

- Metal debris shall be transported off-site for recycling.

576519 v1/38844/1

EXHIBIT D

Figures

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

Figure D-1

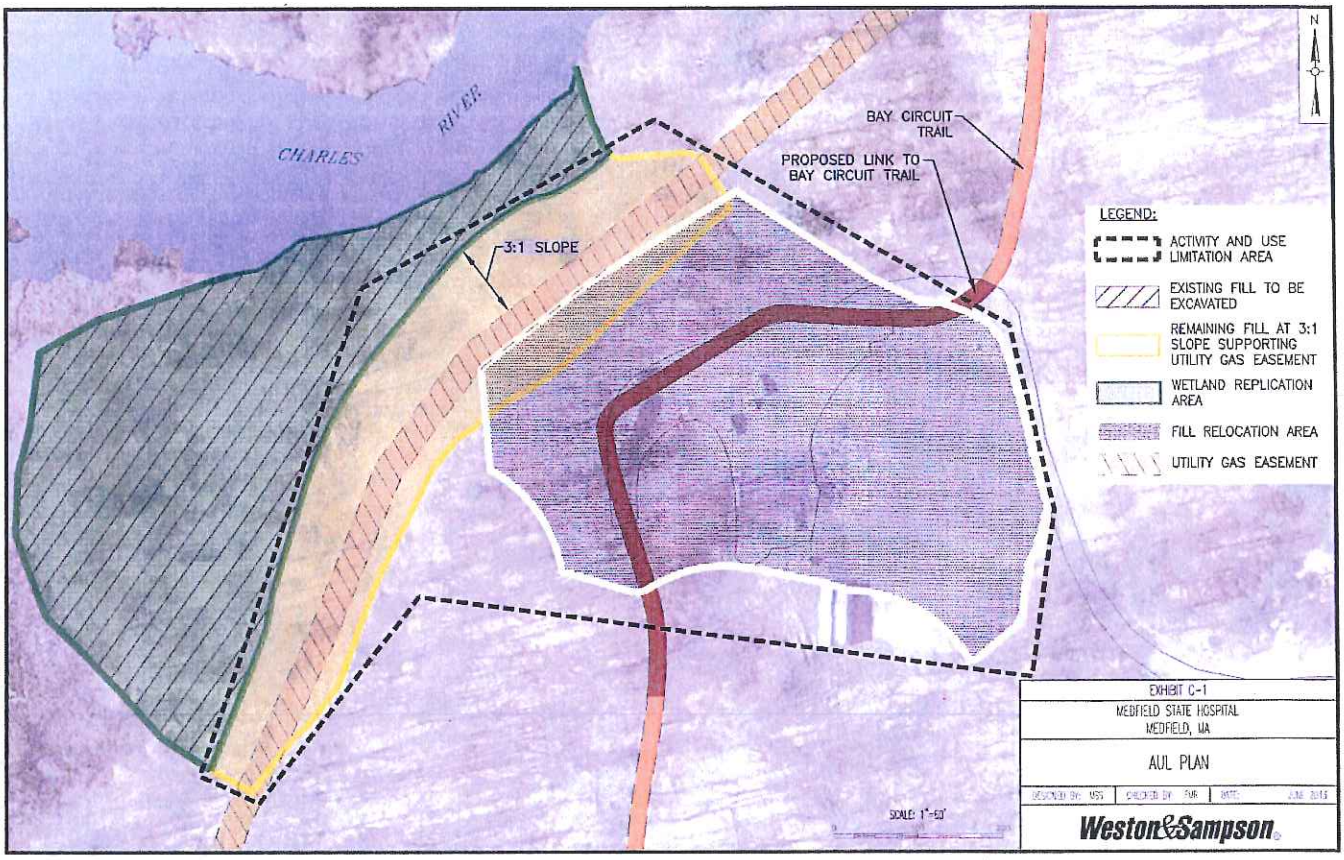

CHARLES
RIVER
BAY CIRCUIT TRAIL
PROPOSED LINK TO BAY CIRCUIT TRAIL
3:1 SLOPE
N
LEGEND:
ACTIVITY AND USE LIMITATION AREA
EXISTING FILL TO BE EXCAVATED
REMAINING FILL AT 3:1 SLOPE SUPPORTING UTILITY GAS EASEMENT
WETLAND REPLICATION AREA
FILL RELOCATION AREA
UTILITY GAS EASEMENT
SCALE: 1"=60'
EXHIBIT C-1
MEDFIELD STATE HOSPITAL
MEDFIELD, MA
AUL PLAN
Weston&Sampson

Figure D-2

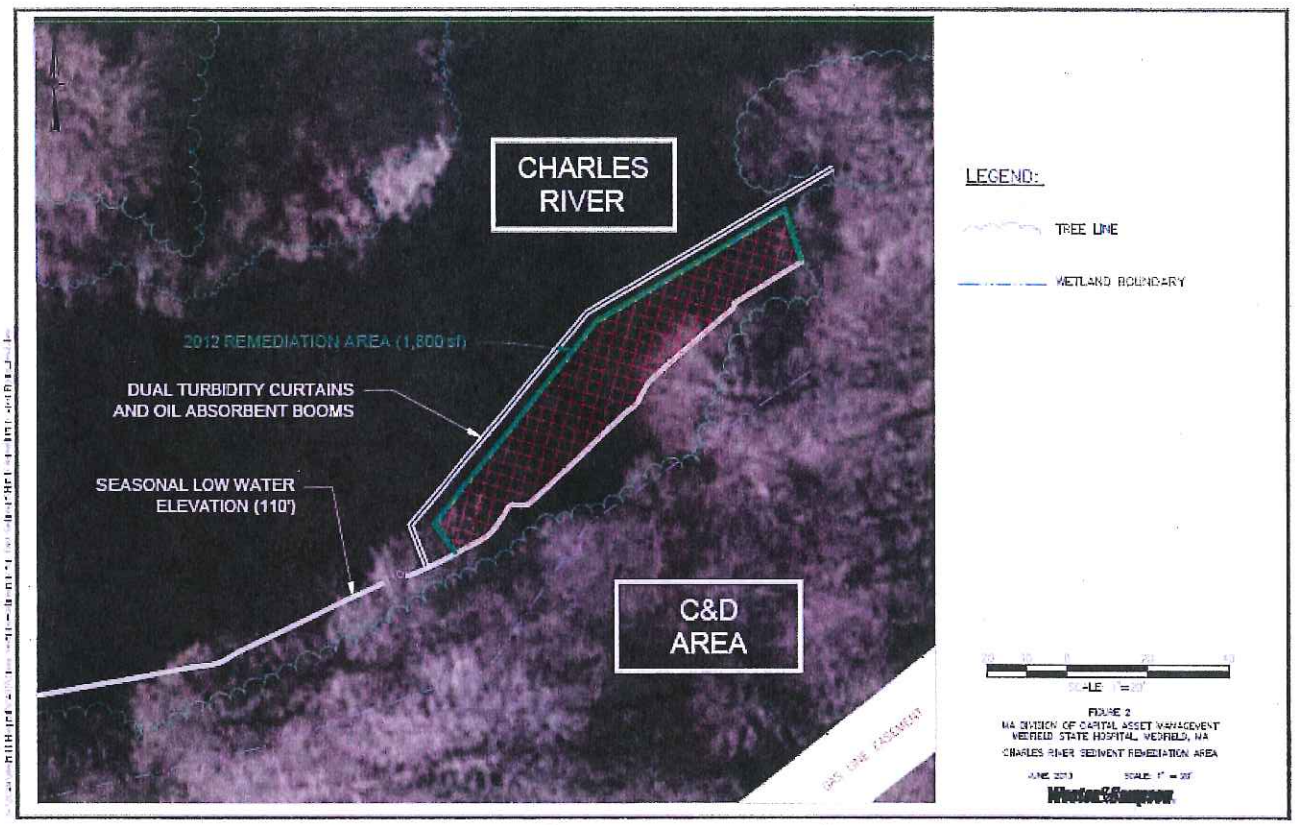

CHARLES RIVER
2012 REMEDIATION AREA (1,800 sf)
DUAL TURBIDITY CURTAINS AND OIL ABSORBENT BOOMS
SEASONAL LOW WATER ELEVATION (110')
C&D AREA
LEGEND:
TREE LINE
WETLAND BOUNDARY
FIGURE 2
MA DIVISION OF CAPITAL ASSET MANAGEMENT
WEBFIELD STATE HOSPITAL, WEBFIELD, MA
CHARLES RIVER SEDIMENT REMEDIATION AREA

Figure D-3

Medfield and Dover Commonwealth Land Overview

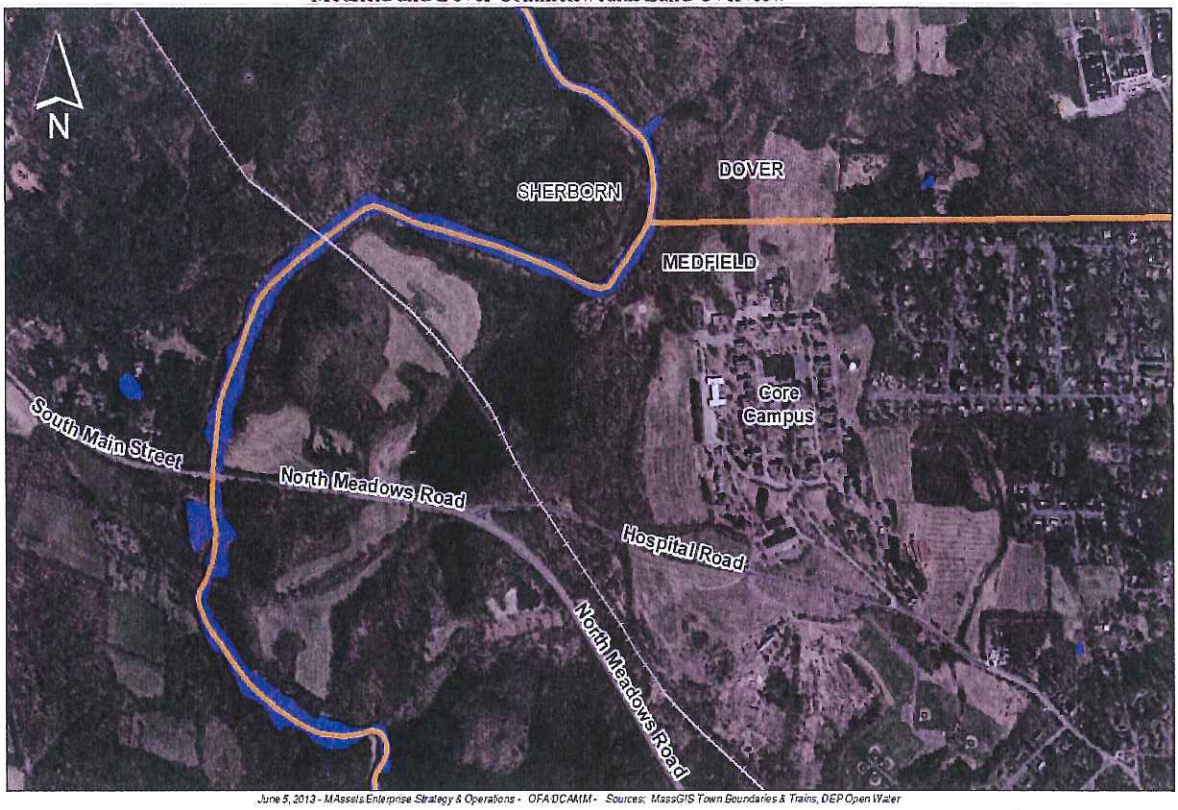


Figure D-4

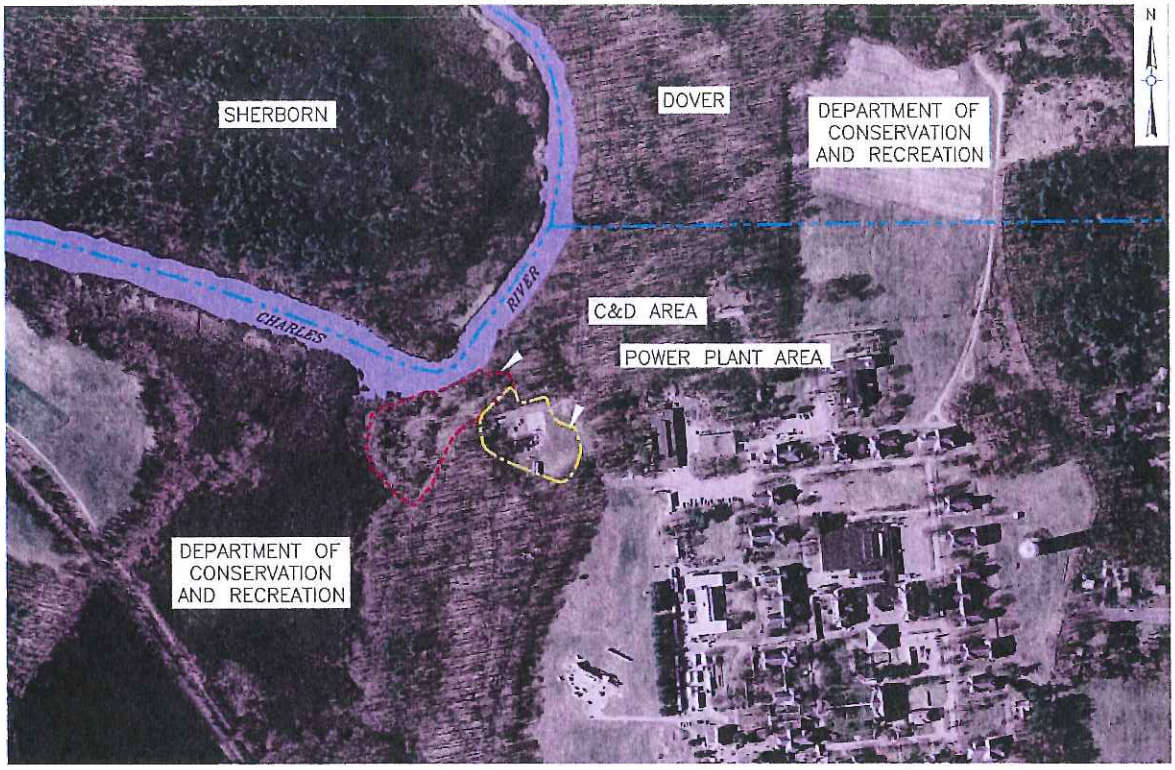

SHERBORN
DOVER
DEPARTMENT OF CONSERVATION AND RECREATION
CHARLES
RIVER
C&D AREA
POWER PLANT AREA
DEPARTMENT OF CONSERVATION AND RECREATION
N

Figure D-5

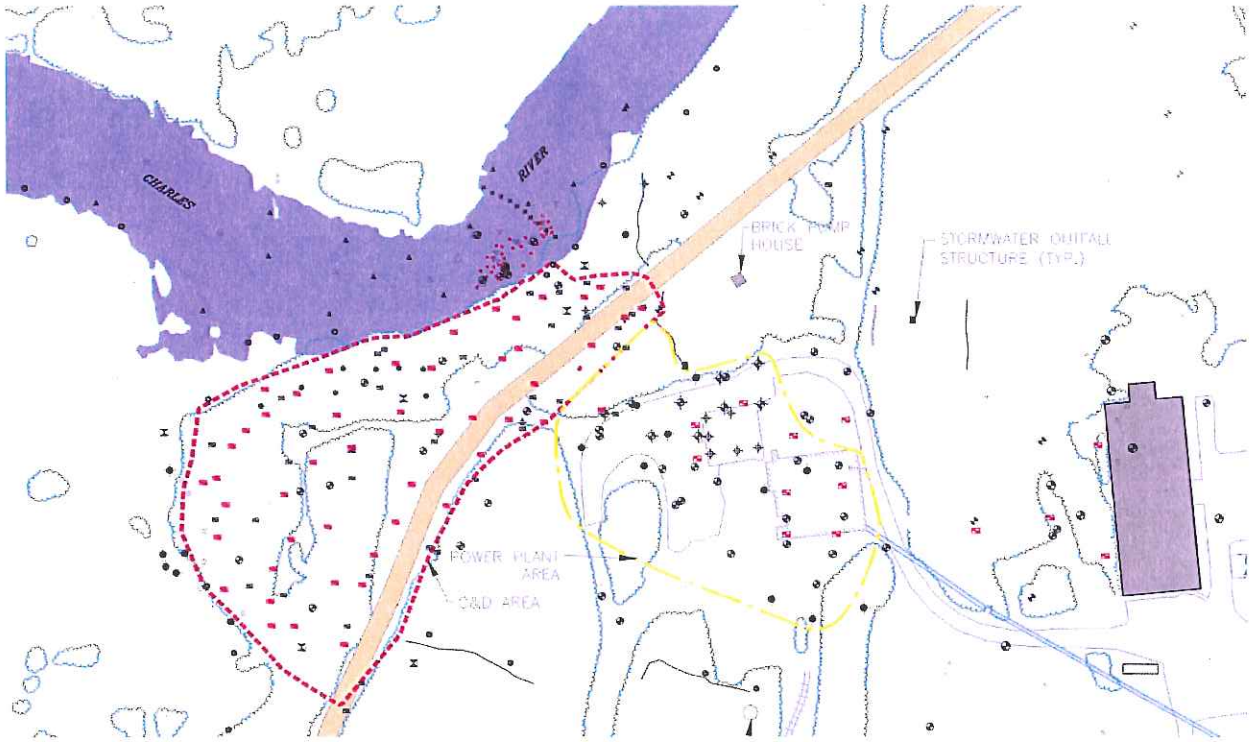

CHARLES
RIVER
BRICK PUMP HOUSE
STORMWATER OUTFALL STRUCTURE (TYP.)
POWER PLANT AREA
C&D AREA

Figure D-6

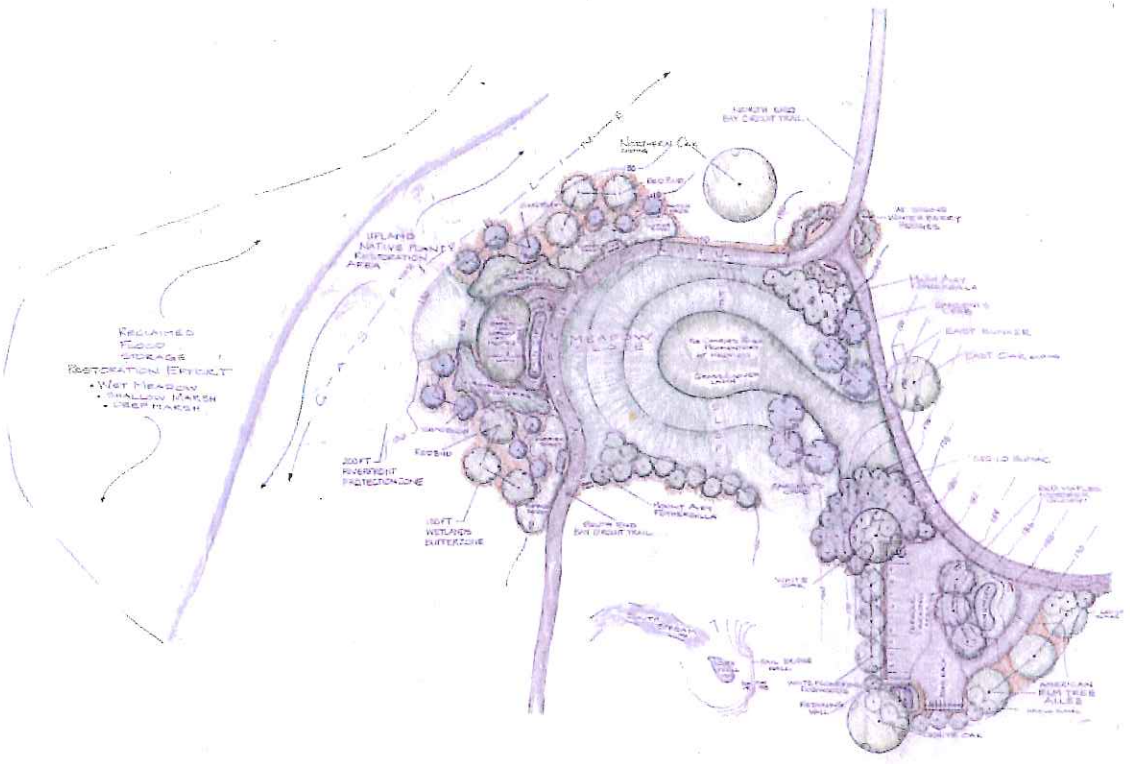

UPLAND
NATIVE PLANT
RESTORATION
AREA
RECLAIMED
FLOOD
STORAGE
RESTORATION EFFORT
• Wet Meadow
• Shallow Marsh
• Deep Marsh
MEADOW
200FT
RIVERFRONT
PROTECTION ZONE
100FT
WETLAND
BUFFERZONE

EXHIBIT E

Draft AUL Language
Figure with location estimated, Figure D-1

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

Exhibit E

DRAFT AUL LANGUAGE

INTRODUCTORY NOTE: This document is an excerpt from MassDEP's longer Notice of Activity and Use Limitation ("AUL") form to be recorded at the registry and applicable to the "AUL Area" (also referred to here as "the Portion of the Property"). The approximate AUL Area boundaries are show in the attached Figure D-1. The final AUL Area will be determined upon completion of the remediation activities. As provided for in the Settlement Agreement, DCAMM will retain responsibility for the maintenance obligations provided for in Para. 3 of the AUL.

EXCERPT:

NOW, THEREFORE, notice is hereby given that the activity and use limitations set forth in said AUL Opinion are as follows:

1. Activities and Uses Consistent with the AUL Opinion. The AUL Opinion provides that a condition of No Significant Risk to health, safety, public welfare or the environment exists for any foreseeable period of time (pursuant to 310 CMR 40.0000) so long as any of the following activities and uses occur on the Property:

(i) Activities and uses consistent with use of the Portion of the Property for passive and active recreational purposes, limited vehicular and pedestrian traffic, parking, landscaping, hardscaping, routine maintenance of hardscaped and/or landscaped areas and customary accessory uses that do not cause or result in direct contact with, disturbance or relocation of, the soil beneath the Cover as defined in Paragraph 3(i) below.

(ii) Use of the Property for passive and active recreational purposes including but not limited to walking, jogging, dog-walking, rollerblading, horseback riding, hiking, bicycling, sitting, and/or picnicking;

(iii) Construction of structures, improvements, and installation of utilities that are consistent with the allowable uses in Paragraph 1(i) above, such as, but not limited to park pavilions, car-top canoe/kayak launches, parking lots, benches, lighting, sign posts, etc., that may require excavation, disturbance, penetration, or relocation of the soil beneath the Cover as defined in Paragraph 3(i). If construction of such structures or improvements penetrate or disturb the Cover, the Cover must be repaired and/or replaced with an equivalent Cover in accordance with Paragraph 3 (i) and constructed in accordance with Paragraphs 3(ii) and (iii) below. The resulting structures and associated site improvements must prevent direct contact, disturbance or relocation of, the soils that were located beneath the original Cover;

(iv) Construction of utilities located beneath the Cover so long as the utilities are placed in clean corridors comprised of soil that does not contain asbestos or other contaminants that could potentially pose a significant risk, even for short-term exposure (i.e., less than 7 days).

(v) Maintenance and repair of utilities constructed in accordance with Paragraph 1(v), such work to be conducted in accordance with 310 CMR 40.0460 to the extent practicable, and in accordance with the obligations and requirements set forth in Paragraph 3(ii) and 3 (iii) and /or all applicable worker health and safety practices pursuant to 310 CMR 40.0018. Emergency repair of these underground utilities is not subject to Paragraph 3(ii) and 3(iii);

(vi) Such other activities or uses which, in the Opinion of an LSP, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this Paragraph; and

(vii) Such other activities and uses not identified in Paragraph 2 as being Activities and Uses Inconsistent with the AUL.

2. Activities and Uses Inconsistent with the AUL Opinion. Activities and uses which are inconsistent with the objectives of this Notice of Activity and Use Limitation, and which, if implemented at the Property, may result in a significant risk of harm to health, safety, public welfare or the environment or in substantial hazard as defined in the MCP at 310 CMR 40.0006, are as follows:

(i) Use of the Portion of the Property as a residence (either single or multi-family), school, daycare, children's nursery, commercial, mixed-use or industrial facility that penetrates the Cover and does not prevent direct contact, disturbance, or relocation, of the soils beneath the Cover.

(ii) Construction of buildings, structures, improvements, and installation of utilities that require excavation, disturbance, penetration, or relocation of the soil beneath the Cover as defined in Paragraph 3(i), except for those allowed by Paragraph 1(iv).

(iii) The cultivation of fruits and vegetables intended for human consumption on this Portion of the Property, except those that have been planted in raised beds;

(iv) Planting of deep rooted trees that penetrate the Cover on this Portion of

the Property.

(v) Any activity and use that may damage the Cover and/or disturbance of or relocation of soils beneath the Cover without prior development and implementation of a Health and Safety Plan and a Soil Management Plan prepared by or under the direction of an LSP in accordance with Paragraphs 3 (ii) and (iii) below; except as provided for in Paragraph 1(iv) above.

3. Obligations and Conditions Set Forth in the AUL Opinion. If applicable, obligations and/or conditions to be undertaken and/or maintained at the Property to maintain a condition of No Significant Risk as set forth in the AUL Opinion shall include the following:

(i) The Fill Relocation Area Cover ("Cover") is defined as a minimum three-foot thickness of clean soil and two feet of crushed concrete placed over a geotextile marker barrier; building structures; pavement or an equivalent barrier in the Opinion of an LSP; The Gas Line Area Cover is shown on Figure D-1.

(ii) A Health and Safety Plan ("HASP") must be prepared and implemented prior to commencement of any subsurface activities that may disturb soil located beneath the Cover on the Portion of the Property except emergency repair of underground utilities or work performed in clean utility corridors, whether undertaken by the Owner or any other person or entity. The HASP must be prepared by a Certified Industrial Hygienist or other qualified individual appropriately trained in worker health and safety procedures and requirements. The HASP should specify the type of personal protection, engineering controls and environmental monitoring necessary to prevent worker and other potential receptor exposures to impacted soil through ingestion, dermal contact and inhalation. Workers who may come in contact with impacted soil should be trained on the requirements of the HASP. The HASP must meet the requirements of 29 CFR 1910.120 and must remain available on Site throughout the course of the project.

(iii) A Soil Management Plan ("SMP") must be prepared by a Licensed Site Professional ("LSP") prior to commencement of any activity, whether undertaken by the Owner or any other person or entity, which is likely to disturb soil located beneath the Cover on the Portion of the Property, other than emergency utility repair in accordance with the utilty-related

abatement measure ("URAM") provisions of 310 CMR 40.0460 to the extent applicable. The SMP should describe appropriate soil management, characterization, storage, transport, and disposal procedures in accordance with the provisions of the MCP cited at 310 CMR 40.0030 et. seq., as well as measures to ensure protection of human health, safety, public welfare and the environment during such activities. Workers who come in contact with impacted soil should be appropriately trained in the requirements in the SMP and the SMP must remain available on-site throughout the course of the activity.

(iv) Notification to the Department of Environmental Protection ("MassDEP") and the Division of Occupational Safety ("DOS") is required if disturbance of the AUL cover and removal of any amount of asbestos-contaminated soils/debris from beneath the cover is proposed. Under 310 CMR 7.15, MassDEP requires notification 10 working days prior to commencement of work. Notification must be made using MassDEP's Asbestos Notification Form ANF-001 (also known as BWP AQ-04). Submission of the form satisfies the notification requirements of both MassDEP and DOS regulations. Form ANF-001 may be submitted electronically using MassDEPs eDEP system or as a paper filing to:

Commonwealth of Massachusetts
Asbestos Program
P.O. Box 120087
Boston, MA 02112-0087

After the Asbestos Notification Form ANF-001 is received by MassDEP and DOS the form will be reviewed by both agencies. The notifier will be contacted only in case of deficiencies in the submitted form (i.e., presumptive approval applies after the 10-day notification period has elapsed).

(v) The Cover must be inspected at least semiannually to confirm its ability to effectively prevent exposure(s) to underlying soils through direct contact, ingestion and/or inhalation.

(vi) The Cover must be maintained, repaired or replaced as necessary with a comparable barrier, in the opinion of the LSP, to prevent exposure(s) to underlying soils through direct contact, ingestion and/or inhalation.

(vii) Any maintenance or repair of the existing 24-inch high pressure natural gas line owned by Algonquin Gas Company and operated by Spectra Energy must be performed in accordance with Paragraph 3(ii) and (iii). All materials excavated during such maintenance or repair activities shall be characterized, stored, transported, and disposed in accordance with the provisions of the MCP cited at 310 CMR 40.0030 et. seq. Excavated material cannot be re-deposited on-site and shall be disposed off-site. Required backfill shall meet all requirements for the specified use and shall not be from an existing or former MCP site.

4. Proposed Changes in Activities and Uses. Any proposed changes in activities and uses at the Property which may result in higher levels of exposure to oil and/or hazardous material than currently exist shall be evaluated by an LSP who shall render an Opinion, in accordance with 310 CMR 40.1080 *et seq.*, as to whether the proposed changes will present a significant risk of harm to health, safety, public welfare or the environment. Any and all requirements set forth in the Opinion to meet the objective of this Notice shall be satisfied before any such activity or use is commenced.

Figure D-1

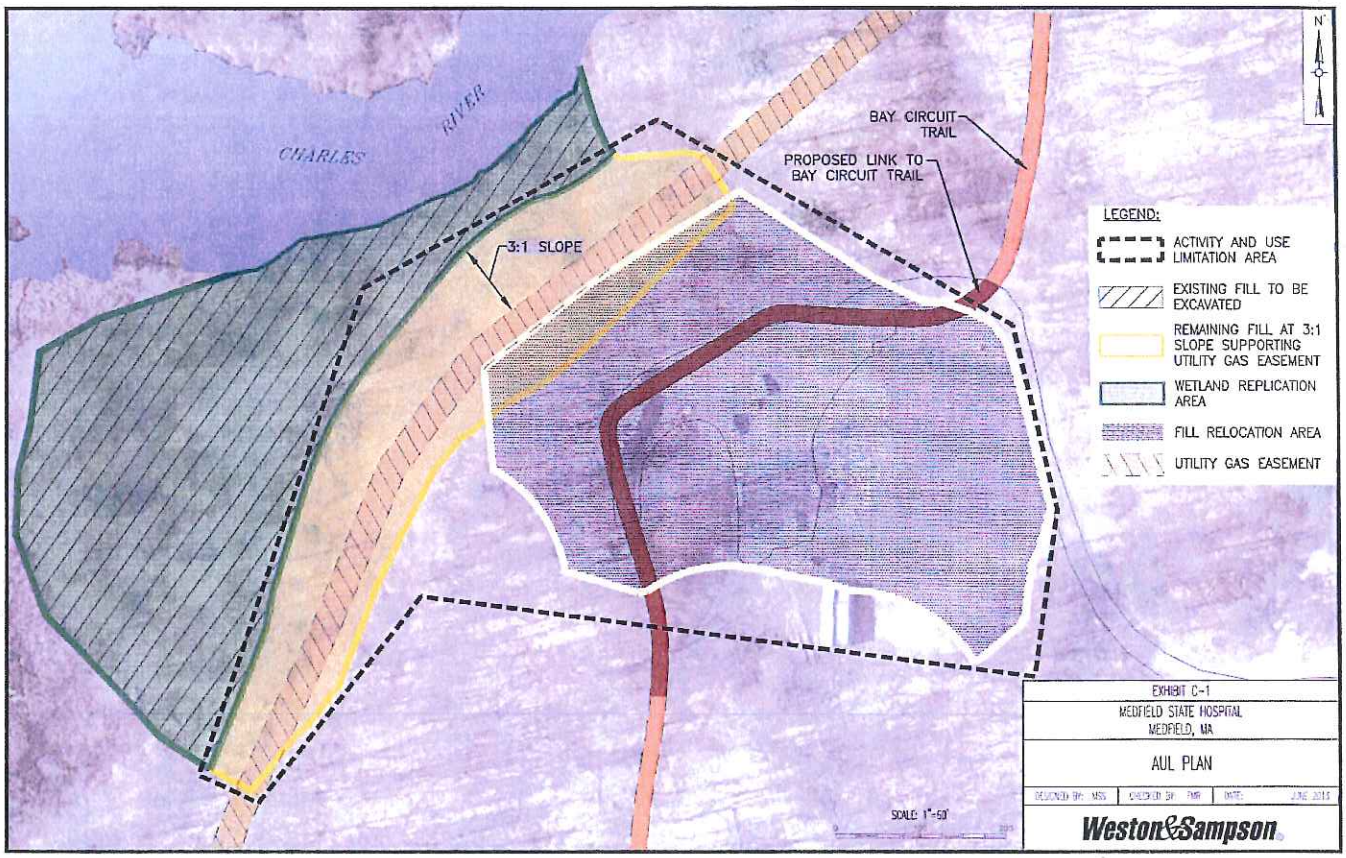

CHARLES
RIVER
BAY CIRCUIT TRAIL
PROPOSED LINK TO BAY CIRCUIT TRAIL
3:1 SLOPE
N
LEGEND:
ACTIVITY AND USE LIMITATION AREA
EXISTING FILL TO BE EXCAVATED
REMAINING FILL AT 3:1 SLOPE SUPPORTING UTILITY GAS EASEMENT
WETLAND REPLICATION AREA
FILL RELOCATION AREA
UTILITY GAS EASEMENT
SCALE: 1"=50'
EXHIBIT C-1
MEDFIELD STATE HOSPITAL
MEDFIELD, MA
AUL PLAN
DESIGNED BY: MSS
CHECKED BY: PMR
DATE: JUNE 2015
Weston&Sampson

EXHIBIT F

Long-Term Monitoring Plan

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

EXHIBIT F
LONG-TERM MONITORING PLAN
Former Medfield State Hospital
Medfield, Massachusetts

1.0 OVERVIEW

Upon the completion of the remediation and construction activities described in Exhibits C and G, the C&D Area will consist of two areas: (1) the relocated fill area, including adjacent areas where fill is left in place (the Relocated Fill Area), and (2) those areas to the west of the Spectra gas line (the Restoration Area). Each of these areas will have its own monitoring and maintenance program (MMP). Although there are similar components in the two MMPs, such as erosion evaluation and correction, the fundamental functions of these programs serve different purposes.

- The Relocated Fill Area monitoring is to ensure protection of humans, flora, and fauna from exposure to the relocated and residual fill.

- The Restoration Area monitoring is designed to assess the health and stability of the wetlands and riparian habitats to be re-established in this area. In addition, the groundwater quality on the western interface of the Restoration Area and the Relocated Fill Area will be monitored for metals and chlorinated organic compounds.

It is important to remember that the majority of the Restoration Area consists of the natural soils. All contaminated materials will be completely removed, and imported "clean sediment" necessary for restoration of the wetlands and riparian areas will be imported to the Site. Thus, exposure to these soils and sediments will pose no risk to humans, fauna, and flora.

The obligations, permitted uses, and prohibited uses for the Relocated Fill Area will be specified in the Notice of Activity and Use Limitation (AUL) (see Exhibit E) and will include the legal obligations for the monitoring and maintenance of this Relocated Fill Area (also referred to as the AUL Area, the approximate boundaries of which are depicted in Figure D-1).

The programs outlined in this Exhibit should be considered conceptual, as final design, permitting, and public input will all have a bearing on the MMPs. The basic components described in the following sections will be part of the final programs, although the number and locations for monitoring will vary as the final design takes shape.

2.0 SCHEDULE

The MMP for the Restoration Area will consist of a short-term program, anticipated to be five years in duration. The five year monitoring program for the Restoration Area will commence upon completion of the planting of various wetland species. Generally, this type of monitoring period is between two and three years, but due to the size of the Restoration Area and the types of proposed wetland species (including Long's Bulrush), a five year period of monitoring is appropriate for this project.

The MMP for the Relocated Fill Area will continue in perpetuity (except to the extent future remediation activities warrant stopping or modifying the program). The Relocated Fill Area will be monitored monthly after the initial planting of the various types of vegetation for a period of 18 to 24 months, depending on plant growth. After this initial monthly monitoring, the Relocated Fill Area will be monitored semiannually.

In addition, groundwater quality monitoring will be conducted upon completion of the relocation work and continued until the detected contaminant levels are below drinking water standards for four consecutive quarters, but in no event for less than two years.

Details on the types of monitoring are presented in Sections 4.0 and 5.0.

3.0 RESPONSIBLE PARTIES

The Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) will oversee all relocation and restoration activities. With respect to the MMP for the Restoration Area, DCAMM will be responsible for the initial five years of monitoring of the Restoration Area, after which that area will be conveyed to the Massachusetts Department of Conservation and Recreation.

With respect to the MMP for the Relocated Fill Area (also referred to as the AUL Area), DCAMM will be responsible for those activities in perpetuity, as provided for in the Settlement Agreement.

4.0 RELOCATED FILL AREA MONITORING DETAILS

A Massachusetts-licensed civil engineer will visit the Site to conduct the following monitoring activities and evaluate the performance and integrity of the cover:

4.1 Erosion & Sedimentation Monitoring

Storm water erosion control features will be included in the detailed design of the Relocated Fill Area. The features will be designed to mitigate erosion of the cover as well as the final surface features. The proposed erosion monitoring will consist of the following activities, at a minimum:

- Perform a visual monitoring of the Relocated Fill Area, specifically the following areas:
    - Access Road;
    - Bay Circuit Trail;
    - Northern and Southern Perimeter;
    - Along the gas line easement; and
    - Top Cover.
- Monitoring events will include the observation of the stability of the above areas, identifying: erosion; subsidence; sloughing; breaches; burrowing; lack of vegetation; or any other erosion process. The major goal of the event will be to ensure that impacted fill is properly covered in accordance with the proposed cover.

- The monitoring event will also include observation and documentation of the following:

  - Wildlife damage;
  - Vegetative distress; and
  - Evidence of seeps.

- The monitoring event will also include evaluation and documentation of evidence of vandalism and/or debris accumulation. If these conditions are observed, corrective actions as described below will be implemented.

If erosion and/or sedimentation is evident, as part of the inspection report, DCAMM will identify the specific issues at the Relocated Fill Area and implement corrective actions, as needed.

Corrective actions will include addition of cover materials, repairs of storm water structures; accumulated debris removal, and or vegetative trimming/removal. Records of corrective action shall be provided to the Town in accordance with the Settlement Agreement and to the Document Repository in the Medfield Town Library.

4.2 Settlement Monitoring

A critical component for assessing the stability and integrity of the cover is the evaluation (i.e., measurement) of potential settlement and/or subsidence. Survey/settlement monuments will be installed at several locations around/on the fill relocation area (approximately six to ten locations). These monuments will be installed at different elevations and locations and will be used to assess horizontal and vertical movement of the fill. The locations of these benchmarks will be developed as part of the final design of the Relocated Fill Area. The monuments will consist of metal plates with a pipe driven into compacted soils. The metal plate will sit at the soil/concrete interface and the metal pipe will be welded to the metal plate. The pipe will extend approximately two feet above the finished surface elevation of the cover and will have a cover affixed to the top that is notched for future survey. The pipe will be marked/painted so that it is not damaged during mowing of the cover surface.

The monuments will be surveyed by using state plane coordinates (horizontal) and NAVD 83 elevations (vertical) or other local site datum. Each monument will have a set of coordinates/elevation coinciding with the top of cover.

On an annual basis, a survey of these monuments will be performed to determine the elevation and horizontal coordinates. The readings will then be compared to the original survey information to determine if the landfill has settled or moved and allow evaluation of trends in settlement.

The monthly/semiannual monitoring will consist of the following activities, at minimum:

- Visually observe the area for settlement that may have created irregularities in the final cover surface which allow for ponding and increase the potential for erosion.

- Visually evaluate the integrity of the vegetative cover. Take photographs to demonstrate the quality of the cover system.

If the inspections of cover system identify problems which require maintenance or repair, these problems and associated remedies will be documented in the annual monitoring report. If the final cover demonstrates a need for repairs due to erosion or poor vegetative growth, proposed measures necessary to stabilize these features will be developed and implemented.

4.3 Groundwater Monitoring

Quarterly groundwater sampling and analysis of monitoring wells will be conducted to evaluate the concentrations of Volatile Organic Compounds (VOCs) and metals in the groundwater. The monitoring shall be conducted until the detected contaminant levels are below drinking water standards for four consecutive quarters, but in no event for less than two years. The monitoring wells will remain marked and locked. This network may initially include all monitoring wells in the Relocated Fill Area. The proposed groundwater monitoring will consist of the following activities:

- Each locked monitoring well will be visually evaluated for evidence of vandalism.
- Groundwater samples will be collected from each installed monitoring well, using EPA-approved "low flow" sampling procedures.
- Purge reports will be completed and submitted as part of the monitoring report for the Site.
- Collected samples will be preserved in accordance with laboratory requirements, placed in appropriate containers and transported on ice under chain of custody to a MassDEP certified laboratory for analysis.
- Collected samples will be analyzed by USEPA Methods with the additional Quality Assurance/Quality Control requirements of the MADEP *"Compendium of Analytical Methods"*.

Purge reports and laboratory analytical results of the quarterly groundwater monitoring will be provided within the monitoring report for the Relocated Fill Area groundwater and compared to drinking water standards. The report will identify any contaminant trends, concerns, and/or corrective measure to be implemented, if applicable. Records of groundwater monitoring reports shall be provided to the Town in accordance with the Settlement Agreement and to the Document Repository in the Medfield Town Library.

5.0 RESTORATION AREA MONITORING DETAILS

A botanist will visit the Restoration Area to conduct the following monitoring activities and evaluate the stability and vegetative growth:

- Perform staff gauge readings to evaluate River elevations. If the staff gauge is under water, a visual estimate will be recorded;

- Inspect the river/wetland water for the presence of potential impacts, including but not limited to, petroleum sheen, odor and/or staining;

- Visually inspect and remove invasive species identified from wetland areas;

- The monitoring event will also include observation and documentation of the following:

    - Wildlife damage;
    - Vegetative distress;
    - Evidence of seeps;
    - Wetland impacts; and
    - Surface water concerns and monitoring.

- Visually evaluate any biostabilization structures or elements that are incorporated into the final design documents.

- Visually evaluate and remove invasive plant species in accordance with the following:

    - Establishment of 2 Monitoring Plots (typically 10' x 10') within the replicated wetland.
    - Monitoring on an annual basis (spring) to determine % cover of invasive species for up to 5 years.
    - If more than 10% of invasive species are found then removal of species will occur.

The Town of Medfield Conservation Officer will be notified prior to any inspection and invited on the inspection visit.

6.0 Post Inspection / Monitoring Reports

Following the completion of inspection and monitoring activities, a post-inspection monitoring report will be prepared. The report will consist of the following elements:

- Site information including location, description of site conditions, ownership and operator information and regulatory history;

- An evaluation of the performance and integrity of the engineered controls at the site. This evaluation will include the results of the inspection and monitoring activities performed during the reporting period, including a summary of groundwater sampling activities and laboratory analysis results, river monitoring outcomes, and any necessary corrective / response actions;

- Recommendations for any significant modifications to the monitoring program. These recommendations may include an increase in monitoring during spring storm events, additional measures to mitigate wildlife-induced damage, and/or other strategies / recommendations to mitigate or modify the monitoring program.

Copies of all monitoring reports shall be provided to the Town in accordance with the Settlement Agreement and to the Document Repository in the Medfield Town Library.

EXHIBIT G

River Sediment Removal Memo

Settlement and Cooperation Agreement
(Medfield State Hospital)
July 2013

EXHIBIT G
RIVER SEDIMENT REMOVAL
Former Medfield State Hospital
Medfield, Massachusetts

1.0 OVERVIEW

Localized petroleum contamination has been identified in the Charles River sediments adjacent to the Construction and Demolition (C&D) Area as shown on Figure D-2. These impacted sediments cover an area of approximately 1,800 square feet and are estimated to be between 100 and 130 cubic yards. The extent and location of these contaminated sediments initially identified in 2011 have been redefined as shown on Figure D-2.

The proposed remediation program consists of removal of the impacted sediments in their entirety and properly disposing of the sediments at an off-site disposal location. The investigations have identified an underlying clay-silt natural deposit that is significantly different in appearance from the overlying impacted sediments. This readily discernible interface will facilitate verification of full removal of the impacted sediments.

The removal of the contaminated sediments requires that safeguards be factored into the removal program so as to mitigate possible migration of the impacted sediments to downstream locations. The proposed safeguards and monitoring described in this Exhibit are paramount to a successful remediation.

2.0 BACKGROUND

The location of the petroleum-impacted sediments was initially believed to extend further into the channel of the Charles River and remediation approaches considered were relatively complex. Reevaluation of the existing sediment data indicated that additional data collection should be performed to verify the location as well as the thickness of impacted sediment.

Representative of the Town and DCAMM jointly provided oversight of a supplemental investigation of the extent of petroleum impacted sediment. The supplemental investigation occurred in October and November 2012. The investigation focused on identifying a "clean zone" where petroleum hydrocarbon sheen or odor was not observed in sediment samples. Analytical samples were collected from the boundary of the "clean zone" to document that concentrations of petroleum-related chemicals at the defined clean zone boundary would not pose a risk to health or the environment.

The location of the newly defined zone of impact (hatched area inside green solid line) is shown on Figure D-2. The major findings of the supplemental investigation include:

- Sheen was observed along the bank;

- Surficial sediment is a clearly defined coarse sand layer over a dense packed clay/silt base layer;
- Surficial sediment layer is thicker close to shore and rapidly decreases in thickness as distance from the shore increases; and
- The downstream sampling area appears to be a depositional area where spotty petroleum impacts were noted.

Based on the above listed findings, it was determined that the petroleum-impacted area does not extend out into the river as far as previously estimated, but does extend over a longer length of the bank than previously thought.

3.0 SCHEDULE

The removal of the impacted sediment is scheduled to occur after the removal of contaminated fill from within the Restoration Area. It is anticipated that the actual removal of impacted sediment will require up to five days and will progress from the upstream location moving downstream minimizing the potential for downgradient impacts to the River and removing any upland petroleum sources on the bank. The removal will be performed under low water conditions, typically occurring in late August through the beginning of October.

During the period between the signing of the Settlement Agreement and the removal of the sediment, the existing sediment monitoring obligations specified in the "Immediate Response Action Plan", dated February 2012 will continue. Copies of the semi-annual monitoring reports will continue to be provided to the existing document repository located at the Medfield Town Library.

Prior to the actual removal of the impacted sediment, representatives of the Town and DCAMM will reconfirm the current extent of petroleum-impacted sediments. The current estimated boundaries will be modified based on the results of this verification sampling. The size and location of the work area will be adjusted based on this last monitoring event.

The reconfirmation will entail inspection of sediments for the presence or absence of sheen. No further analytical data will be collected when the extent is reconfirmed, as sufficient analytical data are available to characterize the concentrations of petroleum-related chemicals at the boundary of the "clean zone".

Details on the safeguards, removal process, and monitoring are presented in Sections 5.0, 6.0, and 7.0 respectively.

4.0 RESPONSIBLE PARTIES

The Massachusetts Division of Capital Asset Management and Maintenance (DCAMM) will oversee all sediment removal activities. A minimum of ten days prior to the actual sediment remediation, the Town will be notified in accordance with the Settlement Agreement such that a representative from the Town can be present during the sediment removal.

5.0 SAFEGUARDS

Prior to performing any work in the River, the toe of slope of the C&D Area will have silt curtains and mulch socks (e.g., a sausage like sock filled with mulch) installed to mitigate fill from the C&D Area falling into the River. The majority of C&D Area fill removal will occur away from the River and will have no impacts on the River or adjacent wetlands. Material will continue to be removed until only an earthen berm exists between the River/wetlands and the C&D Area. At this point, a turbidity curtain will be placed in the River/wetlands and the berm material removed. These procedures will mitigate additional contamination from the C&D Area impacting the River and the sediment area.

Concurrent with the removal of the berm, dual turbidity curtains and absorbent booms will be placed around as well as downstream of the sediment removal area sediment. Steel sheet piling will be installed around the sediment removal area to contain surface water during excavation and better control turbidity.

6.0 SEDIMENT REMOVAL

The sediment removal is proposed to be performed under low water conditions "in the wet" (i.e., no pumping of water from the work area which is isolated from the River by the steel sheeting). Because the work will be performed close to the shoreline with multiple water quality control measures (sheeting, silt curtains, booms) used, removal "in the wet" can be performed quickly and safely without downstream impacts to the river. Excavated sediments and associated water would be disposed of off-site. The excavation area will be allowed to refill naturally.

Once the steel sheeting, turbidity curtains and absorbent booms are installed, the sediment removal will occur by mechanical excavation using a bucket under low water conditions. In addition, by conducting the work in the wet, the steel sheeting does not need to be advanced as deep into the sediment as would be required if dredging were conducted in the dry, minimizing the production of turbidity impacts during sheeting installation.

The location of the work area and associated turbidity controls are shown on Figure D-2. The sequence of work for the sediment removal is as follows:

- Measure baseline turbidity in the work area.
- Maintain dust control operations at all times during removal and placement operations.
- Mobilize machinery, equipment and materials to the sediment remediation area.
- Install dual-turbidity barrier and oil boom around the remediation area.
- Install additional oil boom downstream of the proposed work to traverse the river width.

- Install temporary access road. Temporary access road to be maintained during this segment of work and shall be removed and properly disposed of prior to the completion of the project.
- Install Steel Sheeting around sediment removal area.
- Construct sediment dewatering pad and containment area.
- Excavate impacted sediment using excavator with a smooth bladed bucket from shore.
- Drain excess fluid from bucket into work area prior to placement of excavated sediment on sediment dewatering and containment area.
- Remove dewatered fluid from sediment dewatering area for off-Site disposal.
- Characterize dewatered fluid for disposal and haul to a licensed facility.
- Dispose of dewatering pad and containment area materials.
- Remove steel sheeting cofferdam after turbidity levels are consistent with baseline readings.
- Remove turbidity barriers and sorbent booms after turbidity levels are consistent with baseline readings.
- Complete final grading and clean up.

7.0 RIVER MONITORING

Monitoring of the river for turbidity and sheen will be performed over the duration of the remediation project, beginning when the steel sheeting is installed and continuing during the dredging activities until the steel sheeting is removed. Monitoring will occur outside the dual-turbidity curtains and downstream of the work area. As a precaution, double absorbent booms that transect the river will be set up downstream of the work area to capture any released petroleum sheen as an additional environmental control. Contingencies will be in place and implemented (such as shut down of work or deploying additional absorbent booms) should the monitoring indicate that elevated turbidity or downstream migration of sheen is occurring.

River monitoring will not be performed following the completion of the sediment removal because the impacted river sediments will have been completely removed. Restoration of the riverfront area will occur as documented in the finalized/agreed upon fill area remediation approach document (Exhibit C), and will include restoration of both wetland and riverine habitats.

The seasonal transect monitoring, designed to monitor the potential for downstream migration of petroleum impacted sediments, will be discontinued following the completion of the river sediment removal activities. No other river monitoring will be performed following the completion of the sediment removal because the impacted river sediments will be completely

removed and any potential upland petroleum sources on the bank would have been removed previously as part of the fill removal in the C&D Area.

The Gazebo Players of Medfield
P.O. Box 622
Medfield, MA 02052

To the Medfield Select Board:

The Gazebo Players have provided free Shakespeare in the Park for more than two decades, and 2024 will continue the tradition. This summer, we will be performing *Two Gentlemen of Verona* on July 20th-21st and July 27th-28th at the Bellforge Arts Center in Medfield; additional performances will be given at Bird Park in Walpole on August 3rd-4th. *Two Gentlemen of Verona* will be directed by Steve Small, a resident of Medfield who has extensive experience working with the Gazebo Players as well as other local community theatres.

Two Gentlemen of Verona is a love-triangle romantic comedy. The production will be set during the doo-wop era of the mid 1950's to the early 1960's. Shakespeare's characters will be portrayed as bobby-soxers, nerds, beatniks, and greasers, but the original language will be preserved. We plan to use area microphones to amplify the sound as we have done in past years.

The Gazebo Players are requesting permission to place one (1) sandwich board sign to promote *Two Gentlemen of Verona*. We would place it at the intersection of North St. and Rt. 109 to advertise the show for the two-week period between Monday, July 15th and Sunday, July 28th.

If you have any questions, please feel free to contact me either via email or phone. Thank you very much for supporting the artistic and cultural enrichment of Medfield.

Best regards,
Amy Klesert
Board of Directors, Gazebo Players of Medfield
amy.klesert@gmail.com
781-223-0651

The Gazebo Players of Medfield
P.O. Box 622
Medfield, MA 02052

To the Medfield Board of Selectmen:

The Gazebo Players have provided free Shakespeare in the Park for more than two decades, and 2023 will continue the tradition. For our 21st summer Shakespeare production, we will be performing *King Lear* on July 22nd-23rd and July 29th-30th at the Bellforge Arts Center in Medfield; additional performances will be given at Bird Park in Walpole on August 5th-6th.

King Lear will be directed by Benjamin Medeiros, who will be setting this production in the steampunk aesthetic to put a modern spin on the Bard's classic tragedy while still using Shakespeare's original language. Benjamin has directed *Hamlet* and *Othello* with the Gazebo Players as well as assistant directing *Jekyll and Hyde* with Rhode Island Stage Ensemble, *Julius Caesar* with the Gazebo Players, and *Something Rotten* with the Walpole Footlighters. His acting credits include the roles of Berowne in *Love's Labour's Lost,* Caliban in *The Tempest,* and Demetrius in *A Midsummer Night's Dream* (all with the Gazebo Players); Banquo in *Macbeth* (F.U.D.G.E. Theatre Company); Manolo Costazuela in *The Odd Couple (Female Version)* (Mass. Arts Center); and Ensemble in *Hello Dolly!* (Riverside Theatre Works: DASH Award Winner for Best Specialty Ensemble). We plan to use area microphones to amplify the sound as we have done in past years.

The Gazebo Players are requesting permission to place one (1) sandwich board sign to promote *King Lear*. We would place it at the intersection of North St. and Rt. 109 to advertise the show for the three-week period between Monday, July 10th and Sunday, July 30th.

If you have any questions, please feel free to contact me either via email or phone. Thank you very much for supporting the artistic and cultural enrichment of Medfield.

Best regards,

Amy Klesert, Producer
amy.klesert@gmail.com
781-223-0651